



Post Office Box 9010 Addison, Texas
75001-9010
5300 Belt Line Road
(972) 450-7000 Fax: (972) 450-7043

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

AND / OR

WORK SESSION OF THE CITY COUNCIL

6:00 PM

JULY 10, 2012

TOWN HALL

ADDISON TOWN HALL, 5300 BELT LINE, DALLAS, TX 75254

WORK SESSION

<u>Item</u> <u>#WS1-</u>	Presentation and discussion regarding best practices in compensation.
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REGULAR MEETING

Pledge of Allegiance

Item #R1- Announcements and Acknowledgements regarding Town and Council Events and Activities

Introduction of Employees

Discussion of Events/Meetings

Item #R2- Consent Agenda.

#2a- Approval of a resolution authorizing continued participation with the Atmos Cities Steering Committee; And authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation.

#2b- Approval of a proposal from Icon Consulting Engineers, Inc. in amount not to exceed \$48,500 to provide for additional construction phase services for the Vitruvian Park Public Infrastructure improvements.

#2c- Approval of a contract with Stealth Monitoring Inc. for the purchase and installation of 8 wireless cameras at the Vitruvian Park and 12 months monitoring services in the amount of \$26,970, subject to the City Attorney's final approval.

#2d- Approval of a contract with TRP Construction Group, LLP in an amount not to exceed \$38,276.85 for the replacement of pavement markings in various locations throughout the Town.

#2e- Approval of a resolution to allow the Addison Police Department to participate in the Texas Department of Transportation's Crash Reporting and Analysis for Safer Highways (CRASH) System.

Item #R3 **PUBLIC HEARING.** Case 1656-SUP/Best Thai

- Restaurant. Public hearing, discussion and consideration of approval of an ordinance providing for a change of zoning on a tract of land generally located within the Town at 4135 Belt Line Road, Suite 112, which tract of land is currently zoned LR Local Retail with a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption, by amending to the existing Special Use Permit for a restaurant and the existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption in order to expand an existing restaurant, located at the said tract of land, on application from Mr. Kunya Chaisuwan of Best Thai Restaurants

Voting Aye: Doherty, Groce, Hewitt, Oliver, Stockard, Wood

Voting Nay: none Absent: Angell

Attachment(s):

1. docket map, staff report, and commission findings

Recommendation:

Administration recommends approval.

-
- Item #R4 Presentation regarding the Storm Ready designation by the National Weather Service Fort Worth Office warning meteorologist.

Recommendation:

Staff recommends acceptance of the Storm Ready designation.

Item #R5 Discussion and consideration of approval of a proposed sale and assignment by the tenant (Regions Bank) to the assignee (Guardian Texas Management LLC) of the tenant's leasehold interest in two ground lease properties at Addison Airport, one of which is located at 4570 Westgrove Drive (known as Westgrove Air Plaza) and the other which is an unimproved tract located adjacent to Westgrove Air Plaza at the southwest corner of the intersection of Addison Road and Westgrove Road.

Attachment(s):

1. Airport Management Recommendation

Recommendation:

Staff recommends approval.

Item #R6 Presentation and discussion by the fire chief on the Insurance Services Office Public Protection Classification Survey results.

Item #R7 Consideration and approval authorizing the City Manager to execute an Interlocal Agreement with the City of Dallas to construct a 12 inch water main within the public right-of-way of the Dallas Parkway, from approximately 500 linear feet north of Verde Valley Lane to BeltLine Road.

Attachment(s):

1. InterLocal agreement

Recommendation:

Staff recommends approval.

Item #R8 Discussion and consideration of approval of a Resolution relating to the giving of Notice of Intention to Issue Town of Addison, Texas Combination Tax and Revenue Certificates of Obligation, Series 2012.

Attachment(s):

1. Resolution

Recommendation:

Staff recommends approval.

Adjourn Meeting

Posted:

Chris Terry, 7/6/2012, 5:00 pm

THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS WITH DISABILITIES. PLEASE CALL (972) 450-2819 AT LEAST 48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.

Council Agenda Item: #R 20

AGENDA CAPTION:

Approval of a resolution authorizing continued participation with the Atmos Cities Steering Committee; And authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation.

FINANCIAL IMPACT:

The assessment for 2012 is a per capita fee of \$0.05 . Total population 13,056 at \$0.05 per capita is \$652.80. Invoice attached.

BACKGROUND:

Most municipalities have retained original jurisdiction over gas utility rates and services within municipal limits. The Atmos Cities Steering Committee ("ACSC") is composed of municipalities in the service area of Atmos Energy Corporation, Mid-Tex Division regardless of whether original jurisdiction has been retained. Atmos is a monopoly provider of natural gas. Because Atmos has no competitors, regulation of the rates that it charges its customers is the only way that cities can ensure that natural gas rates are fair. Working as a coalition to review the rates charged by Atmos allows cities to accomplish more collectively than each city could do acting alone. Cities have more than 100 years experience in regulating natural gas rates in Texas.

ACSC is the largest coalition of cities served by Atmos Mid-Tex. There are 154 ACSC member cities, which represent more than 60 percent of the total load served by Atmos-Mid Tex. ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of residential and small commercial customers within the cities. Although many of the activities undertaken by ACSC are connected to rate cases (and therefore expenses are reimbursed by the utility), ACSC also undertakes additional activities on behalf of municipalities for which it needs funding support from its members.

ACSC is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Atmos within the

City. These activities will continue throughout the calendar year. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that ACSC be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Mindful Stewardship of Town Resources

ATTACHMENTS:

Description:

- [Atmos Steering Committee Assessment Invoice](#)
- [Atmos Steering Committee Resolution](#)

Type:

- Backup Material
- Ordinance

Atmos Gas Cities Steering Committee

c/o Jay Doegey, City Attorney
Post Office Box 90231
Arlington, Texas 76004-3231

Invoice

Date	Invoice #
3/27/2012	12-03

Bill To
City of Addison [REDACTED] PO Box 9010 Addison, Texas 75001

Item	Population	Per Capita	Amount
2012 Assessment	13,056	0.05	652.80
Total			\$652.80

Please make check payable to: Atmos Cities Steering Committee, and mail to: Atmos Cities Steering Committee c/o Mary Bunkley, Treasurer, Arlington City Attorney's Office, PO Box 90231, Mail Stop 63-0300, Arlington, Texas 76004-3231.

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF ADDISON, TEXAS AUTHORIZING THE TOWN OF ADDISON'S CONTINUED PARTICIPATION IN THE ATMOS CITIES STEERING COMMITTEE; AUTHORIZING THE PAYMENT OF FIVE CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas ("City") is a regulatory authority under the Gas Utility Regulatory Act ("GURA") and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division ("Atmos") within the municipal boundaries of the City; and

WHEREAS, the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and

WHEREAS, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings, affecting gas utility rates; and

WHEREAS, the City is a member of ACSC; and

WHEREAS, in order for ACSC to continue its participation in these activities which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs.

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

Section 1. That the City is authorized to continue its membership with the ACSC to protect the interests of the City and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.

Section 2. The City is further authorized to pay its 2012 assessment to the ACSC in the amount of five cents (\$0.05) per capita.

Section 3. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 4. A copy of this Resolution and approved assessment fee payable to “Atmos Cities Steering Committee” shall be sent to Mary Bunkley, Treasurer, Atmos Cities Steering Committee, c/o Arlington City Attorney’s Office, Mail Stop 63-0300, Post Office Box 90231, Arlington, Texas 76004-3231.

Section 5. This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this _____ day of _____, 2012.

Todd Meier, Mayor

ATTEST:

By: _____
Chris Terry, City Secretary

APPROVED AS TO FORM:

By: _____
John Hill, City Attorney

Council Agenda Item: #R 20

AGENDA CAPTION:

Approval of a proposal from Icon Consulting Engineers, Inc. in amount not to exceed \$48,500 to provide for additional construction phase services for the Vitruvian Park Public Infrastructure improvements.

FINANCIAL IMPACT:

Funds are available in the Capital Project Funds allocated to the Vitruvian improvements.

BACKGROUND:

As a result of some of the issues that occurred during construction phase of the project (specifically working in the creek), additional work that was not part of the original scope of services is required in order to successfully complete the project.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Mindful Stewardship of Town Resources

ATTACHMENTS:

Description:

[Proposal](#)

Type:

Cover Memo

CHANGE IN SCOPE & FEES FORM

June 25, 2012

CSF No. 6

**Ms. Lea Dunn
Town of Addison
16801 Westgrove Drive
Addison, Texas 75001-9010**

**Re: Proposal for Additional Professional Engineering Services
Vitruvian Park Public Infrastructure Improvements
Addison, Texas**

Dear Ms. Dunn:

This is our proposal to provide additional professional engineering services for the Town of Addison for the above referenced project.

CONSTRUCTION PHASE SERVICES

Additional construction phase services will be provided that are outside of the original scope of services for this project. The services to be provided cover work involved with the completion of the Park including the following general scope of services:

1. Provide assistance to Town and Contractors for resolution of issues and completion of construction.
2. Attend additional meetings with Town and Contractors.
3. Provide periodic on-site construction observations.
4. Provide pre- and final walk-through reviews complete with punch lists.
5. Prepare final change orders for contract reconciliation.
6. Provide assistance with final pay application and project close-out.

FEES

These services as described above will be performed on an hourly fee basis. The estimated breakdown of fees by project discipline is outlined below:

Civil	\$ 30,000.
Landscape	\$ 12,500.
Electrical	\$ 5,000.
Reimbursables	\$ 1,000.
Total Estimated Fees	<hr/> \$ 48,500.

These Additional Services will be performed on an hourly basis at our established hourly rates with a **not to exceed fee of \$48,500** and will be billed under Icon Consulting Engineers, Inc. project number 5029-01. This fee is based on the assumption that no additional changes will be added to the original scope of services outlined in our proposal. Should additional services be required, a separate proposal will be submitted to the Town of Addison for approval.

These services will be performed as a Supplemental Agreement to the Agreement for Professional Services with Icon Consulting Engineers, Inc. currently in place for this project. If this proposal is acceptable, please sign in the space provided below and return one (1) copy to our office.

Upon your review of the proposal, please call if you have any questions.

Sincerely,



Bruce F. Dunne, P.E.

**Agreed and Accepted:
Town of Addison**

Signature: _____
(Authorized Representative)

Printed Name: _____

Title: _____

Date: _____

Council Agenda Item: #R 20

AGENDA CAPTION:

Approval of a contract with Stealth Monitoring Inc. for the purchase and installation of 8 wireless cameras at the Vitruvian Park and 12 months monitoring services in the amount of \$26,970, subject to the City Attorney's final approval.

FINANCIAL IMPACT:

- One time charges: \$20,970
- Annual Monitoring charges: \$500/month * 12 = \$6,000

BACKGROUND:

On May 8, 2012 Council authorized the Town Staff to seek quotations for the purchase of cameras and monitoring services for Vitruvian Park bridge areas. Consequently, Staff released a RFP and selected Stealth Monitoring Inc. to install:

- A 24 feet pole in the grass about fifteen feet south of the Pedestrian Bridge - 3 (1.3 megapixel) cameras will be mounted on this pole,
- A 24 feet pole on the east side of the Ponte Ave Bridge – 2 (1.3 megapixel) cameras will be mounted on this pole,
- A 16 feet pole in the grass area at the top of the hill at street level on the west side near the Bella Lane Bridge – 3 (1.3 megapixel) cameras will be mounted on this pole.

RECOMMENDATION:

Staff recommends that Council authorize the City Manager to enter into a contract with Stealth Monitoring, Inc. for the purchase and installation of 8 wireless cameras at the Vitruvian Park and 12 months monitoring services in the amount of \$26,970, subject to the City Attorney's final approval.

COUNCIL GOALS:

Mindful Stewardship of Town Resources, Create Raving Fans of the "Addison Way", Provide Superior Public Safety, Customer Service, Social and Health Services to the Community

ATTACHMENTS:

Description:

[Stealth Proposal](#)

Type:

Cover Memo

STEALTH
MONITORING

Response to
Town of Addison, Texas
RFP 12-13
Vitruvian Park Cameras

SECURITY EQUIPMENT and MONITORING

Due Tuesday 12th, 2012 2PM.

3 Copies delivered to: Strategic Services Division
Finance Building
5350 Belt Line Road, Dallas TX 75254

Address sealed envelope to: Mr Jerry Lewandowski
Purchasing and Billing Supervisor
Town of Addison
PO BOX 9010
Addison Texas 75001

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Introduction

The Town of Addison is looking for a vendor to install megapixel cameras and internet capability and to live monitor the bridges at Vitruvian Park to catch the vandals who are defacing the bridges with graffiti. The vendor must also have the ability to send live video straight into the dispatch center so that police can see the activity live and dispatch an officer immediately if they feel this activity is criminal. The APD does not want to monitor these cameras all the time. They need the vendor to monitor the cameras twenty four hours and only send video when the vendor's operators see an unusual activity.

Stealth Monitoring Inc. ("Stealth") is a Texas Corporation. It was started in 2006 by Norm Charney, who recognized the opportunity to fill a void in the security marketplace. The security industry was dominated by burglar alarm people who did not have IT or computer expertise. Just recording security cameras to a hard drive would not deter crime. Norm recognized that there is a huge need to have someone monitor the security cameras proactively to find intruders before they damage or steal property. To date, the majority of the industry that monitors does "event based monitoring" which means after they are notified of an event, they go to the IP address and determine what caused the event. Since there could be constant motion or activity outside at the client's facilities, it would be impossible to monitor this activity without using the combination of technology and human interpretation. Today, Stealth monitors over 3,000 security cameras with advanced motion detection, video analytics and live trained operators proactively looking for criminal activity before the event damages property or assets. Some of our operators are retired police officers. All of our operators are licensed by the Texas Department of Public Safety, who requires FBI fingerprinting as part of the registration process.

Stealth also installs and services security cameras. Stealth has installed hundreds of commercial customers in the Dallas Fort Worth area. The latest advantage Stealth offers over other want-to-be competitors, is the agreements Stealth has with several cities to push video to the police departments dispatch center. City of Addison was the first city to contract with Stealth for this relationship. Irving and Carrollton are on board today. The live video of an event can be sent directly

to a police officer's cell phone, lap top or PDA so the officer can see the incident before he/she even gets to the crime scene.

Stealth meets all the minimum standards required in the bid. These are:

- A Stealth continues to be profitable and has no bank debt.
- B Stealth has resources to comply with the implementation schedule.
- C Stealth has a satisfactory record of performance and has hundreds of satisfied references and customers.
- D The management and employees believe in world class standards of integrity and ethics.
- E Stealth is qualified and eligible to implement and monitor this system.
- F Stealth can push live video into the Addison PD dispatch center.

Profile

Stealth has approximately 60 employees. Ten of these employees are in our installation and IT technical department. Some of these employees are still with Stealth since its inception. Some of these installers have fifteen years of industry experience. All employees are licensed.

The monitoring department operates twenty four hours per day. Several employees are retired police officers. One operator currently works at the Dallas PD Fusion Center. Another employee works for the DART PD Video Control Center. The monitoring center currently monitors about 3,000 cameras every night.

Stealth provides full customer training and has materials that will be distributed to authorized personnel. IT support is available twenty four hours per day for emergency situations. Documentation is not provided until customer contracts with Stealth. Potential customers are welcome to review documentation and materials at Stealth.

Stealth currently contracts with Savoye at Vitruvian Park to live monitor their cameras. These apartment buildings are on one side of the bridges that are being proposed by this RFP. Stealth therefore has the knowledge and experience to live monitor intruders that may cross these bridges or may attempt to deface these bridges with graffiti.

Certificate of Insurance (“COI”)

Stealth already is doing work for Town of Addison at the Addison Service Center and therefore has Certificates of Insurance on file at TOA. Stealth uses El Dorado Insurance Agency for general liability and ADP with Hartford Insurance for the Workmen’s Compensation.

Supplemental Information:

- 1 Stealth Monitoring Inc. headquarters are located at:

4801 Spring Valley Rd
Suite 118
Dallas, TX 75244
214 341 0123**
- 2 Company's owners are based at the same address and phone number.**
- 3 There is no parent company of Stealth**
- 4 Company is a Texas Corporation.**
- 5 Legal name is Stealth Monitoring Inc.**
- 6 The company is not minority or woman owned.**
- 7 Licensed in Texas. Security License #B14187.**

References

- 1 Mark Acevedo, Director Addison Service Center, 972 450 2848**
- 2 Gerry Burns, Facilities Manager, City of Frisco, 972 292 5112**
- 3 Tony Hilton, Security Director, Hilton Anatole Hotel 214 761 7341**
- 4 Lew Hoppen, VP of Property Management, Cencor/ Weitzman Real Estate Group 214 720 3619**
- 5 City of Arlington Golf Division, Greg Durante 817 296 0640**
- 6 City of Ft Worth Golf Division, Nancy Bunton 817 392 5717**

Scope of Work

Equipment

All cameras meet the specifications in the RFP. All fixed cameras and vandal dome cameras will be 1.3 megapixel IP cameras that meet the ONVIF standards. Some of the wiring will be in metal conduit. Any exposed outdoor wiring will be direct burial Cat5

All cameras will be direct wired to the three NVRs. Stealth will provide mobile internet lines sufficient to provide internet for monitoring. Each of the NVRs will have a hard drive to store data locally and backup data will be stored at Stealth when the cameras are monitored.

Specifically, Stealth will install the following as defined in the bid:

South Pedestrian Bridge

Stealth will install a 4 inch square steel pole 24 feet long painted dark brown in the grass about fifteen feet south of the bridge to get a clear view above and below the bridge. The pole will be installed four feet in the ground in a cement base to ensure that it does not shake. The Town of Addison ("TOA") will provide the dig test and constant 110 volt power to the pole. The conduit will terminate in a junction box on the pole. Vendor will install two IP 1.3 megapixel ONVIF compatible cameras on this pole. Cameras located lower than eight feet will be vandal dome cameras and those above ten feet, will be full body cameras in weatherproof housings. Vendor will install a 14" X 14" lockable grey plastic box with temperature controlled fans to cool the equipment. The box will include a network video recorder with at least 2 terabytes hard drive, a mobile internet card with unlimited bandwidth, a battery backup, POE injectors/switch.

Stealth will be responsible for the mobile internet card and work with the third party vendor to get reliable and constant connectivity.

Ponte Ave Bridge

On this bridge, Stealth will install another 24 foot steel pole buried 4 feet underground in cement and painted to fit in to the scenery. The pole will also be on the east side of the bridge somewhat hidden by the trees. The pole will provide a direct clear view of the arches on the bridge and under the bridge where there are benches and walls that could be a target for graffiti. On the pole, Stealth will install two full body 1.3 megapixel IP cameras pointing to two areas of the bridge. The TOA will again be responsible for installing constant power at the pole. The pole will have a 14" X 14" grey box with another mobile internet card with unlimited bandwidth, NVR controller with 2 terabytes of hard disk and battery backup. Cameras located lower than eight feet will be vandal dome cameras and those above ten feet, will be full body cameras in weatherproof housings.

Bella Lane Bridge

Stealth will install this system with three 1.3 megapixel cameras. There will be a 16 foot pole buried 4 feet in the ground in the grass at the top of the hill at street level on the west side near the bridge. TOA will bring power to the pole. Vendor will run a ½ inch conduit buried under the grass to connect the camera on top of the hill to the NVR and equipment housed in a box under the bridge. Stealth will install one full body IP 1.3 megapixel camera on the pole and add two vandal dome cameras under the bridge watching north and east. The same temperature controlled box will be mounted under the bridge and house the NVR, hard drive, wireless card, POE injectors and battery backup.

Monitoring

- Stealth does provide live proactive real time monitoring using advanced technology and personnel to monitor unusual activity before the property is damaged.

- **Stealth is able to push live streaming video to the TOA police dispatch center so that TOA police can see history and current video of any camera real time including zoom capabilities.**
- **TOA is able to connect into the system to see live video real time on an as needed basis from a computer, PDA or cell phone.**
- **Monitoring does include twenty four hours per day 365 days per year and have a proven track record of reliability.**
- **Monitoring can be done at the Stealth's corporate offices in or near to the TOA so that personnel can visit the control center and review live and recorded video.**
- **Monitoring center does have redundant internet bandwidth to minimize downtime.**
- **Stealth does have trained operators.**
- **Stealth does currently monitor the Savoye apartments adjacent to Vitruvian Park.**

Equipment Costs

QTY	Description	Cost
1	Equipment for South Pedestrian Bridge as described above installed.	\$5,990
1	Equipment for Ponte Ave bridge installed	\$5,990
1	Equipment for Bella Lane bridge installed	\$8,990

Monthly Internet Costs

1	Monthly internet service for three locations. When TOA gets a wide area internet network, this cost may not be needed and will be eliminated. Cost is \$100 each per month.	\$300 per month
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If there is line of sight between the three poles, we may be able to eliminate one or two of these wireless cards and add \$2,000 of wireless equipment instead. Based on where the poles should be located, there was no line of sight.

Monthly Monitoring Costs

1	Monthly monitoring for three locations	\$500 per month
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If a performance bond is required, our cost for this is 5%.
An additional 5% will be added to this quote if a performance bond is required.

Monitoring Center Facilities

Stealth's live video monitoring center is located at our corporate offices. There are now two large monitoring rooms used for our growing business.

Stealth's monitoring center is staffed with trained and licensed operators. Training is provided in house by our managers. Documentation exists for every client facility which includes a map of the facility and camera numbers, specific instructions on what to do for each facility, who to contact for problems and who to send video clips of unusual events.

Our operators have Texas Department of Public Safety licenses and are fingerprinted. There is a supervisor on each shift. Training courses are provided when a new employee starts and on-going with daily training from the supervisor and manager. Our manager works different shifts to evaluate and train all operators.

Several police departments use our technology so that we can download live video to the dispatch centers when Stealth sees unusual activity.

Council Agenda Item: #R 20

AGENDA CAPTION:

Approval of a contract with TRP Construction Group, LLP in an amount not to exceed \$38,276.85 for the replacement of pavement markings in various locations throughout the Town.

FINANCIAL IMPACT:

This item is budgeted in the Streets Division operations budget.

BACKGROUND:

On an annual basis the Street Division contracts the replacement of worn and missing pavement markings. This project replaces pavement markings at the following locations:
Arapaho Rd from Dallas Tollway to Marsh Ln Quorum Dr from Westgrove Dr. to Landmark Pl Spectrum Drive from Dallas Parkway to Edwin Lewis Dr Addison Circle Area Fire Lanes Les Lacs area Fire Lanes Midway Road @ Beltway Drive Belt Line Road @ Quorum Drive Belt Line Road @ Addison road Belt Line Road @ Midway Road Belt Line Road @ Runyon Road Belt Line Road @ Marsh Lane Bids for this project were opened on June 21, 2012. We received 5 bids and TRP Construction Group, LLP was the low bidder at \$38,276.85.

RECOMMENDATION:

Staff recommends approval

COUNCIL GOALS:

Provide Superior Public Safety, Customer Service, Social and Health Services to the Community

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R 20

AGENDA CAPTION:

Approval of a resolution to allow the Addison Police Department to participate in the Texas Department of Transportation's Crash Reporting and Analysis for Safer Highways (CRASH) System.

FINANCIAL IMPACT:

Can be accomplished within current FY 11/12 budget.

BACKGROUND:

All accident reports that are generated and created by an Addison police officer are submitted to the Texas Department of Transportation. This is done by officers submitting paper copies of the accident reports. The Addison Police Department has always kept, stored, and maintained paper copies of its accident reports at the Addison Police Department. Enrollment in the CRASH System allows Addison police officer to access and use the CRASH System. Addison police officers will be able to submit accident reports securely online, which will alleviate the need for the submission of paper accident reports to the Texas Department of Transportation (TxDOT).

In addition, an electronic copy of the accident report is stored on the file server of the Town of Addison's Local Area Network (LAN). Citizens that have been involved in an automobile accident often request a copy of the accident report for their records. This would allow them to do so online. Enrollment in TxDOT's CRASH System by the Addison Police Department will produce many benefits but the most significant and vital benefits are:

1. Officers will be able to submit accident reports online, instead of submitting paper copies;
2. The CRASH System has a built-in error checking system;
3. Addison will be able to compile and track its own crash data;
4. Accident reports will be stored on the TxDOT's server in Austin, Texas; and
5. Citizens will be able to obtain a copy of an accident report online. Citizens will still be able to obtain a copy from the Records Department of the Addison Police Department.

If approved, Addison will enter into a Interlocal Agreement with TxDOT as allowed by Chapter 791 of the Texas Government Code. There is no cost to the Town of Addison to be a member of TxDOT's CRASH System.

RECOMMENDATION:

Administration and Staff recommend approval.

COUNCIL GOALS:

Provide Superior Public Safety, Customer Service, Social and Health Services to the Community, Conduct the Business of the Town in a Fiscally Responsible Manner

ATTACHMENTS:

Description:

[Resolution: CRASH Reporting System](#)

Type:

Cover Memo

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) TO ENABLE THE POLICE DEPARTMENT TO BE A PARTICIPANT IN THE STATE WIDE CRASH REPORTING AND ANALYSIS FOR SAFER HIGHWAYS (CRASH) SYSTEM AT NO COST TO THE CITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas (the “City”), finds it in the best interest of the citizens of the City that the Addison Police Department be authorized to access the Crash Reporting and Analysis for Safer Highways (CRASH) system provided by the Texas Department of Transportation (TxDOT) to allow police officers to enter and submit electronic traffic accident reporting information directly to TxDOT via a secure public internet connection thereby alleviating the need and costs associated with submitting paper motor vehicle crash reports; and

WHEREAS, the City Council finds that its citizens of will receive a direct benefit by conveniently being able to make online purchases of a traffic accident report without having to go in person to the Police Department for a paper copy; and

WHEREAS, the City Council finds that citizens of Addison will receive additional benefits from the savings in personnel costs as a result of not having police officers complete a paper report in the field and then having data entry personnel type the information into the Police Department database and then having customer service personnel make copies to mail the reports to TxDOT and to fill open record requests as is currently being done; and

WHEREAS, the City Council finds that the Addison Police Department will retain complete access to the accident database in order to print copies for those without internet service and to continue the analysis used to deploy the City’s traffic enforcement resources where they are most needed; and

WHEREAS, the City Council designates the City Manager of the City as the authorized official who has the power to enter into, reject, alter or terminate the agreement on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. Incorporation of Premises. The above and foregoing premises to this Resolution are true and correct and are incorporated herein and made a part hereof.

Section 2. Approval of Agreement; Authorization to Execute. The City Council does hereby approve and authorize the City Manager to enter into an agreement with TxDOT to enable the Addison Police Department to participate in the state wide CRASH system.

Section 3. That this Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this _____th day of July, 2012.

Todd Meier, Mayor

ATTEST:

By: _____
Chris Terry, City Secretary

APPROVED AS TO FORM:

By: _____
John M. Hill, City Attorney

Council Agenda Item: #R3

AGENDA CAPTION:

PUBLIC HEARING. Case 1656-SUP/Best Thai Restaurant. Public hearing, discussion and consideration of approval of an ordinance providing for a change of zoning on a tract of land generally located within the Town at 4135 Belt Line Road, Suite 112, which tract of land is currently zoned LR Local Retail with a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption, by amending to the existing Special Use Permit for a restaurant and the existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption in order to expand an existing restaurant, located at the said tract of land, on application from Mr. Kunya Chaisuwan of Best Thai Restaurants

Voting Aye: Doherty, Groce, Hewitt, Oliver, Stockard, Wood

Voting Nay: none
Absent: Angell

FINANCIAL IMPACT:

NA

BACKGROUND:

The Addison Planning and Zoning Commission, meeting in regular session on June 28, 2012, voted to approve the request of an ordinance amending the existing Special Use Permit for a restaurant, and amending to an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption, located at 4135 Belt Line Road, Suite 112, on application from Mr. Kunya Chaisuwan of Best Thai Restaurants.

RECOMMENDATION:

Administration recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

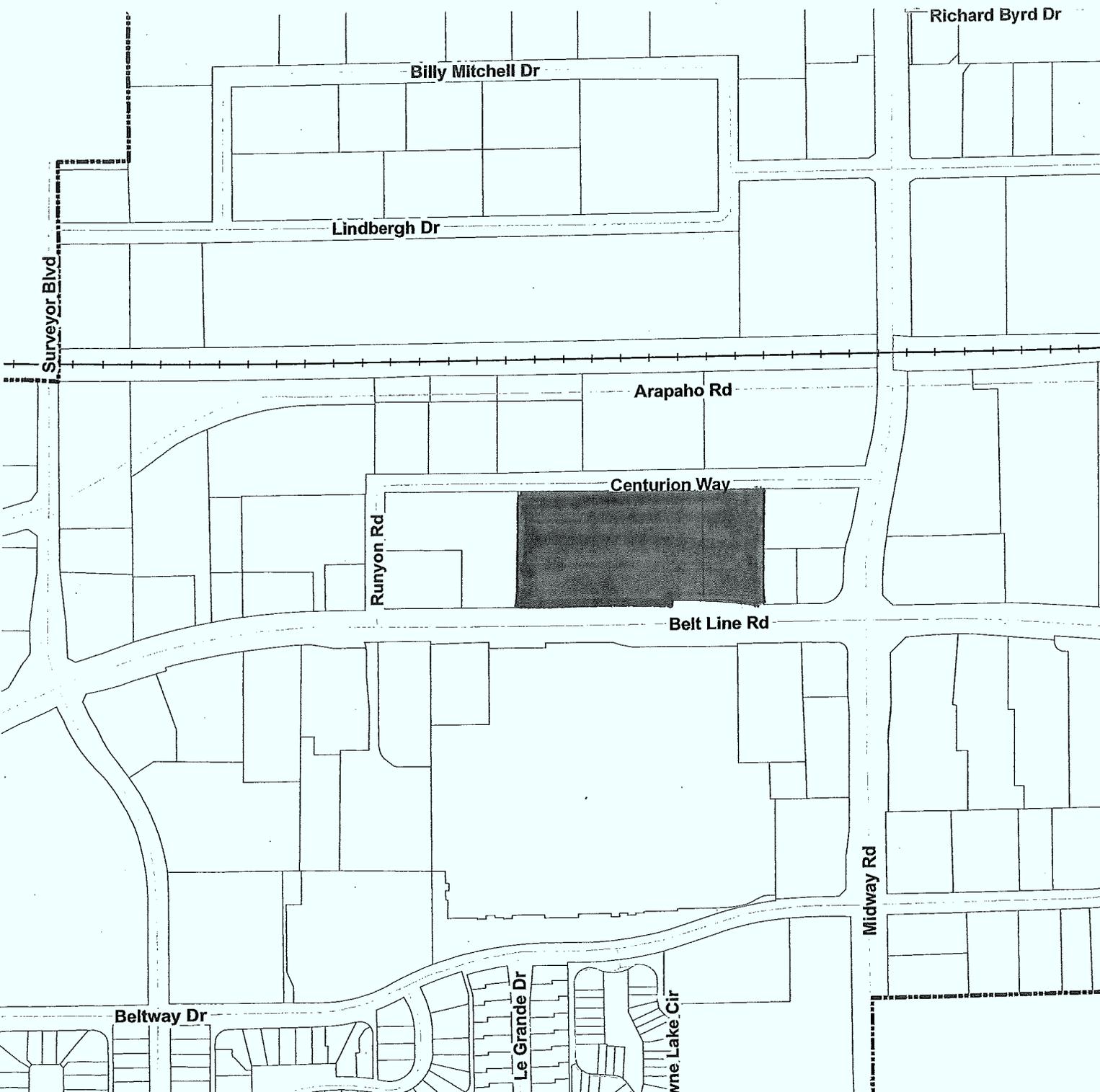
[docket map, staff report, and commission findings](#)

Type:

Backup Material

1656-SUP

PUBLIC HEARING. Case 1656-SUP/Best Thai Restaurant. Public Hearing, discussion and consideration of approval of a final report to be submitted to the City Council regarding an amendment to an existing Special Use Permit for a restaurant and an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption, in order to expand an existing restaurant, located at 4135 Belt Line Road, Suite 112, on application from Mr. Kunya Chaisuwan of Best Thai Restaurants.





June 22, 2012

STAFF REPORT

RE: Case 1656-SUP/Best Thai Restaurant

LOCATION: 4135 Belt Line Road, Suite 112

REQUEST: Approval of an amendment to an existing Special Use Permit for a restaurant, and an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption

APPLICANT: Best Thai Restaurant, represented by Mr. Kunya Chaiuwan

DISCUSSION:

Background. The Best Thai Restaurant was opened in the lease space adjacent to the proposed space in 2007. It has been owned and managed by Mr. Chaiuwan since it opened at this location. At this point, he would like to double the size of the restaurant to take in the adjacent lease space.

Proposed Plan. The floor plan shows that the restaurant will double in size. The tenant will take over the lease space immediately to the east of this space and will add additional dining and food prep space. The applicant is proposing to run the front of the adjacent space as a "tea room" and may have a separate sign for the tea room. However, both spaces are connected and will be run by the same operator.

Façade. There will be no changes to the existing façade.

Parking. The parking requirement for this addition to the existing restaurant is figured at a 1/100 ratio. Best Thai will now contain 4,000 square feet and will require 40 spaces. The Center provides 346 total parking spaces. The other restaurants in the center have taken spaces at the 1/100 ratio. Which Wich? required 17 spaces, JC's Burger House required 26 spaces, The Hub required 53 and Johnny's Pizza House required 30 spaces. Those restaurants total up to 166 spaces taken for restaurant use. However, the shopping center still has vacant retail spaces and provides sufficient parking. In addition, there is additional land to the north of the building that can be converted to additional parking if needed.

Landscaping. Landscaping for the center has been installed and complies with the requirements of the ordinance. This restaurant is not proposing a fenced patio and will not be eliminating any of the existing landscaping. However, the applicant may add tables and chairs outside the space for waiting customers.

Food Service Code. There is an existing grease trap that was installed for the original Best Thai; therefore a grease trap will not be required for this addition.

Signs. The applicant shows one sign on the façade; however, he may seek to get a separate sign for the proposed tea room. The applicant should be aware that all signs must be permitted under the requirements of the Addison Sign ordinance, and cannot be approved through this process. The applicant should also be aware that the Town has a policy against the use of any terms, such as "bar" or "tavern", or any graphic depictions that denote alcoholic beverages, in exterior signs.

RECOMMENDATION:

Staff recommends approval of the amendment to an existing Special Use Permit for a restaurant, and an amendment to the existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, subject to the following condition:

- The applicant shall not use any term or graphic depiction that relates to alcoholic beverages in any exterior signs.

Respectfully submitted,

A handwritten signature in black ink that reads "C. MORAN". The signature is written in a cursive, slightly stylized font.

Carmen Moran
Director of Development Services

Case 1656-SUP/Best Thai Restaurant
June 29, 2012

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on June 28, 2012, voted to table the request for approval of an ordinance approving an amendment to an existing Special Use Permit for a restaurant, and an amendment to an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption, located at 4135 Belt Line Road, Suite 112, on application from Mr. Kunya Chaisuwan of Best Thai Restaurants.

Voting Aye: Doherty, Groce, Hewitt, Oliver, Stockard, Wood

Voting Nay: none

Absent: Angell



4135 Bell Line Rd, Addison, TX 75001, USA

Google Earth

View Date: 8/6/2011 10:19:45 AM 32°57'12.65"N 95°02'28.56"W Elev: 612ft

EyeAlt: 11823

Council Agenda Item: #R4

AGENDA CAPTION:

Presentation regarding the Storm Ready designation by the National Weather Service Fort Worth Office warning meteorologist.

FINANCIAL IMPACT:

None

BACKGROUND:

The Fire Department established a goal for FY-12 to earn the National Weather Service's Storm Ready designation for the Town of Addison. To become a Storm Ready community, a city or county must:

- Establish a 24-hour warning point and emergency operations center
- Have more than one way to receive severe weather warnings and forecasts and to alert the public
- Create a system that monitors weather conditions locally
- Promote the importance of public readiness through community seminars
- Develop a formal hazardous weather plan, which includes training severe weather spotters and holding emergency exercises.

The Department working closely with the Police 911 Communications staff ensured the necessary programs were in place to educate, warn and protect the public from the hazards associated with severe weather and then submitted the necessary materials to apply for this designation. Staff from the National Weather Service conducted a site visit and validated our programs and procedures to educate and warn the public on severe weather hazards.

RECOMMENDATION:

Staff recommends acceptance of the Storm Ready designation.

COUNCIL GOALS:

Provide Superior Public Safety, Customer Service, Social and Health Services to the Community

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R5

AGENDA CAPTION:

Discussion and consideration of approval of a proposed sale and assignment by the tenant (Regions Bank) to the assignee (Guardian Texas Management LLC) of the tenant's leasehold interest in two ground lease properties at Addison Airport, one of which is located at 4570 Westgrove Drive (known as Westgrove Air Plaza) and the other which is an unimproved tract located adjacent to Westgrove Air Plaza at the southwest corner of the intersection of Addison Road and Westgrove Road.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[Airport Management Recommendation](#)

Type:

Backup Material



William M. Dyer
Real Estate Manager
16051 Addison Road
Suite #220
Addison, Texas 75001

Main: 972-392-4850
Direct: 972-392-4856
Fax: 972-788-9334
bill.dyer@addisonairport.net

- M E M O R A N D U M -

To: Mark Acevedo

From: Bill Dyer

CC: Joel Jenkinson, Lea Dunn

Date: July 6, 2012

Re: Request for the Town's Consideration and Consent to the Proposed Sale and Assignment of Two Ground-leased Properties at Addison Airport - 4570 Westgrove Drive (known as Westgrove Air Plaza) and an unimproved tract located adjacent to Westgrove Air Plaza at the southwest corner of Addison Road and Westgrove Drive.

Regions Bank of Birmingham, Alabama ("Regions"), the successor in interest of Westgrove Air Plaza, Ltd.'s leasehold interests at Addison Airport, is requesting the Town's consideration and consent to their proposed sale and assignment of their building improvements, together with their leasehold interests in Ground Lease #080A-27 and #080A-29, relating to the real property located at 4570 Westgrove Drive (also known as Westgrove Air Plaza) to Guardian Texas Management, LLC, a Texas limited liability company ("Guardian").

Please find attached as Exhibit "A" and Exhibit "B" the two assignment agreements (or to be substantially in the form thereof) which are to be executed by the parties and consented to by the Town. The City Attorney has reviewed the aforementioned agreements and finds them acceptable for the Town's use.

Airport Management is recommending the Town Council give its consent to the proposed transaction and authorize the City Manager to execute the required documents on behalf of the Town to facilitate the above transaction subject to the City Attorney's ongoing review and oversight.



Figure 1 Aerial view with the subject properties identified

Background Information:

Description of the Ground Leases:

The original two ground leases were first entered into on March 2, 1981, by and among the Town and Addison Airport of Texas, Inc. as the landlord, and Texas Federal Savings and Loan as the tenant. At their inception, Ground Lease #080A-27 consisted of 2.37 acres of unimproved land and Ground Lease #080A-29 consisted of 2.831 acres of unimproved land. Both leases were amended in 1984 to, among other things, reapportion the leased premises to 3.9453 acres and 1.4322 acres respectively, to accommodate the development of the Westgrove Air Plaza office and hangar building (see description below). Over the term of the leases, both have been jointly assigned 10 times, three of which have been by way of foreclosure or deed-in-lieu of foreclosure. Regions Bank, successor in interest to Jefferson Heritage Bank, is now the tenant and holder of the two leasehold interests who foreclosed upon Westgrove Air Plaza, Ltd. on February 1, 2011. Regions has since assumed and performed the duties and obligations of the ground tenant pursuant to a non-disturbance agreement entered into by and between the Town and Jefferson Heritage Bank dated December 15, 2000.

	Ground Lease #080A-27	Ground Lease #080A-29
Land Area	171,857 SF	62,374 SF
Hangar Area	31,945	NA
Office Area	47,536	NA
Total Building Area	79,481	NA
Year Built	1985	NA
Lease Commenced	2/28/1982	2/28/1982
Lease Expiration	2/27/2022	2/27/2022
Term Remaining	9 years 8 mos.	9 yrs. 8 mos.
Current Monthly Rent	\$7,627.14	\$2,688.88
Current Annual Rent	\$91,525.68 (\$.53/SFL)	\$32,266.56 (.52/SFL)
DCAD 2012 Valuation	\$3,200,000	\$0.00
Insured Value	\$4,700,000	\$0.00

Description of the Improvements:

Ground Lease #080A-27 is the larger of the two tracts containing approximately 3.9 acres. The property is improved with a two-story, multi-tenant office/hangar building constructed in 1985. The office portion contains approximately 47,536 square feet of rentable space. There are also three attached conventional hangar bays, two of which are approximately 100' x 120' and the third is estimated to be 115' x 125' for a total of 38,375 square feet of shop and aircraft storage space. The hangar doors are 28' high and sufficient to accommodate most Design Group III aircraft. The building is constructed on concrete slab with steel framing, brick veneer accented with a weeping mortar joint and window wall for the office facade. The roof over the office space is Spanish-style terra cotta tile and flat built-up trussed clear span over the hangars. The hangars are equipped with gas-fired space heaters suspended from the roof trusses and industrial A/C units are mounted inside the hangars for cooling. The concrete aircraft apron immediately outside the hangars is approximately 31,000 square feet and irregular in shape. The offices are heated and cooled by five natural gas and electric cooled roof-top mounted HVAC units. The office area is finished with painted gypsum walls, 2' x 4' suspended ceiling tiles, fluorescent lighting, vinyl and ceramic tile and commercial-grade carpet. There are 154 off-street concrete parking spaces of which 59 are covered. The street frontage is attractively landscaped and well maintained.



Southwest view of 4570 Westgrove Air Plaza



View of the three hangar bays from Taxiway Uniform

Generally, the hangar space has remained fully leased over the past several years with rentals ranging \$6.50-\$8.00 net per square foot. The office space has been more difficult to lease with its occupancy averaging around 50%, with quoted full-service lease rates ranging \$15-\$17 per rentable square foot.

Ground Lease #080A-29 consists of approximately 1.43 acres of unimproved land. According to the terms of the ground lease, the permitted use is similar to the other ground lease including most conventional aeronautical uses including hangar, office, shop, ramp and vehicle parking all of which is unspecified in the lease. All construction documents are required to be approved by the Town prior to any commencement of construction. The current lease agreement does not specify when or if the improvements must be constructed during the lease term.

About the Proposed Assignee: Guardian Texas Management, LLC,

The Assignee for Westgrove Air Plaza is Guardian Texas Management, LLC, a single-asset entity, registered with the Texas Secretary of State in 2003, located in Carrollton, Texas. It is owned and controlled by Mehrdad Moayed, president and CEO of Centurion American Development Group also located in Carrollton. Centurion American Development Group acquires and improves land for the development of residential housing communities in the state of Texas. Developments range from rural to urban, single-family dwellings to mixed-use, to large-scale, master-planned communities.

Mr. Moayed has over 20 years of experience in the development industry with a background in construction and real estate. He formed JBM Development in 1986 and, along with Centurion American Custom Homes, formed Centurion American Development Group in 1990. The company has since diversified with residential developments ranging from affordable housing for first-time home buyers to upscale high-rise residential towers. A recent Centurion success is Dallas' Uptown Stoneleigh condo tower that sat abandoned after its development partnership ran out of funds in late 2008. It is now anticipated to be completed within 12 months, due to Centurion's \$30 million investment in the project.¹

Strategic Considerations:

The Town staff and Airport Management have embarked upon a comprehensive strategic planning initiative, including the consideration of its long-term goals and objectives for the Airport. As of the date of this requested action, in the opinion of Airport Management, the proposed transaction will not negatively affect this initiative.

Economic Benefit of the Proposed Transaction:

Although the proposed transaction does not appear to provide any direct economic benefit for the Airport, Guardian expects to improve Westgrove Air Plaza's rental occupancy and, in doing so, may also draw new businesses to Addison. Also, the

¹ May 10, 2012 by Steve Brown, Real Estate Editor, [Dallas Morning News](#)

increased occupancy should translate into enhanced property values for ad valorem and business tax purposes.

Airport Management's Conclusion and Recommendation:

Regions Bank of Birmingham, Alabama, the successor in interest of Westgrove Air Plaza, Ltd.'s leasehold interests at Addison Airport, is requesting the Town's consideration and consent to their proposed sale and assignment of their leasehold interests relating to Ground Lease #080A-27 and 080A-29, commonly known as Westgrove Air Plaza, to Guardian Texas Management, LLC, a Texas limited liability company. Guardian is wholly owned by Mehrdad Moayedi. Mr. Moayedi has over 20 years of commercial and residential real estate expertise and is qualified to own and operate Westgrove Air Plaza. Airport staff is of the opinion that the proposed transaction will not adversely impact the Town's long-term strategic objectives for the Airport.

Airport Management is recommending the Town Council give its consent to the proposed transaction and authorize the City Manager to execute the required documents on behalf of the Town to facilitate the above transaction, subject to the City Attorney's ongoing review and oversight.

STATE OF TEXAS §
 § **ASSIGNMENT OF GROUND LEASE**
COUNTY OF DALLAS §

This Assignment of Ground Lease (the “Assignment”) is entered into and effective as of _____ 2012, by and between Regions Bank, an Alabama banking corporation (herein sometimes referred to as “Assignor”) and Guardian Texas Management, LLC, a Texas limited liability company (herein referred to as “Assignee”).

WHEREAS, a leasehold estate was created by that certain Ground Lease (the “Lease”) dated March 2, 1981, by and among the City of Addison, Texas (the same being the Town of Addison, Texas) (the “City”) and Addison Airport of Texas, Inc., a Texas corporation (“AATI”), collectively as “Landlord”, and Texas Federal Savings & Loan, as tenant, recorded in Volume 81089, Page 1232, of the Official Public Records of Dallas County, Texas (the “OPR”), by the terms of which certain real property located at Addison Airport in Dallas County, Texas and as described in the Lease was leased to Texas Federal Savings & Loan; and

WHEREAS, by that Assignment of Lease dated June 30, 1983, the Lease was assigned from Texas Federal Savings and Loan Association, as assignor, to Blakely Airport Joint Venture, as assignee, recorded in Volume 83133, Page 2164, of the OPR; and

WHEREAS, by that Assignment of Lease dated June 30, 1983, the Lease was assigned from Blakely Airport Joint Venture, as assignor, to Raleigh Blakely & Associates, Inc., as assignee, recorded in Volume 83146, Page 4024, of the OPR; and

WHEREAS, by that instrument entitled “Final Plat, Blakely Airport Addition, a Replatting of Texas Federal Subdivision No. Two and Three Lease Tracts, Addison Airport” recorded in Volume 84088, Page 4359, approved by the City Council of the City on March 13, 1984 (the “Final Plat”), the land that is the subject of the Lease (identified therein as “Lease Tract No. 2” and comprising 3.9453 acres of land (the “Revised Property”) and certain adjacent tracts were platted as shown therein;

WHEREAS, the Lease was modified by that Amendment to Ground Lease between the City, AATI, and Raleigh Blakely & Associates, Inc. made and entered into May 31, 1984 (the “First Amendment”), a copy of a portion of which is included at Pages 801 through 804 of that instrument (“Assignment of Lease”) recorded in Volume 91211, Page 779 of the OPR, which First Amendment in part amended the description of the tract of land subject to the Lease to reflect that the said tract of land is the Revised Property; and

WHEREAS, by that Assignment of Lease dated May 1, 1985, the Lease was assigned from Raleigh Blakely & Associates, Inc., as assignor, to Westgrove Air Plaza Joint Venture, as assignee, a copy of a portion of which is included at Pages 797 through 798 of the instrument (“Assignment of Lease”) recorded in Volume 91211, Page 779 of the OPR; and

WHEREAS, by that Substitute Trustee's Deed dated February 2, 1988, recorded in Volume 88021, Page 0037 of the OPR, the Lease was conveyed to the Federal Savings and Loan Insurance Corporation, as Sole Receiver for Vernon Savings and Loan Association, FSA; and

WHEREAS, by that Assignment and Assumption of Ground Lease dated October 8, 1991, the Lease was assigned from the Federal Deposit Insurance Corporation, as Manager of the FSLIC Resolution Fund, as Receiver for Vernon Savings and Loan Association, FSA (the Federal Deposit Insurance Corporation being the successor to the Federal Savings and Loan Insurance Corporation) to ITEX Enterprises, Inc., the said Assignment and Assumption being recorded in Volume 91211, Page 635, of the OPR, and re-recorded in part in Volume 92095, Page 3294, of the OPR; and

WHEREAS, by that Assignment of Lease dated August 22, 1994, the Lease was assigned from ITEX Enterprises, Inc., as assignor, to Sky/RGS Properties Limited, as assignee, recorded in Volume 94169, Page 171, of the OPR; and

WHEREAS, the First National Bank & Trust Co. of McAlester assumed Sky/RGS Properties, Inc.'s leasehold interest in the Lease on May 7, 1996, pursuant to that certain Trustee's Deed recorded in Volume 96090, Page 1835 of the OPR; and

WHEREAS, by that Assignment of Ground Lease dated October 15, 1997, the Lease was assigned from First National Bank & Trust Co. of McAlester (which through foreclosure assumed Sky/RGS Properties, Inc.'s interest in the Lease), as assignor, to Continental Mortgage and Equity Trust, which Assignment of Ground Lease is recorded in Volume 97206, Page 5404, of the OPR; and

WHEREAS, Transcontinental Realty Investors, Inc., successor by merger to Continental Mortgage and Equity Trust, assigned its interest in the Lease to Westgrove Air Plaza, Ltd., pursuant to that certain Assignment of Lease dated October 31, 2000, evidenced by that certain Memorandum of Lease Assignment, recorded in Volume 2000249, Page 5671, of the OPR; and

WHEREAS, the Lease was modified by that Amendment to Ground Lease made and entered into in 2000, modifying Section 9 of the Lease, a true and correct copy of which Amendment to Ground Lease is on file in the office of the manager of the Addison Airport, and

WHEREAS, on December 19, 2000, Westgrove Air Plaza, Ltd. executed and delivered, for the benefit of Jefferson Heritage Bank, a Deed of Trust (with a security agreement and assignment of rents), recorded in Volume 2000249, Page 5676 of the OPR, that provided for a leasehold mortgage of the Lease and includes therein a description of the tract of land that is the subject of the Lease, but such description does not match the description of the Revised Property as set forth in the Final Plat and is therefore in error and fails to give regard to the effect of the First Amendment cited above; and

WHEREAS, by that certain Substitute Trustee's Deed, recorded as Instrument #201100027960 of the OPR, Regions Bank, an Alabama state bank, as successor in interest to the said Jefferson Heritage Bank, acquired Westgrove Air Plaza, Ltd.'s leasehold interest in the Lease; and

WHEREAS, by virtue of such assignments, Assignor is the Tenant under the Lease; and

WHEREAS, a true and correct copy of the Lease, as amended, is attached hereto as Exhibit A (and incorporated herein by this reference), and the correct description of the tract of land subject to the Lease (being the Revised Property) is described in Exhibit B attached hereto (and incorporated herein by this reference) (the said attached Lease being sometimes referred to as "Ground Lease #080A-27"); and

WHEREAS, the Lease provides that, upon the expiration or termination of the Base Lease (as defined in the Lease), the City is entitled to all of the rights, benefits and remedies, and will perform the duties, covenants and obligations, of the Landlord under the Lease; and

WHEREAS, the said Base Lease has expired and the City alone is the Landlord under the Lease; and

WHEREAS, the said Regions Bank, Assignor herein, desires to assign its leasehold interest in the Lease to Assignee, and Assignee desires to accept the assignment thereof in accordance with the terms and conditions of this Assignment; and

WHEREAS, the Lease provides in Section 9 thereof that, without the prior written consent of the Landlord, the Tenant may not assign the Lease or any rights of Tenant under the Lease (except as provided therein), and that any assignment must be expressly subject to all the terms and provisions of the Lease, and that any assignment must include a written agreement from the Assignee whereby the Assignee agrees to be bound by the terms and provisions of the Lease; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions contained herein, the sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound agree as follows:

AGREEMENT

1. Assignor hereby assigns, bargains, sells, and conveys to Assignee, effective as of the date above, all of Assignor's right, title, duties, responsibilities, and interest in and to the Lease (the same being Ground Lease #080A-27), a true and correct copy of which is attached hereto as Exhibit A, TO HAVE AND TO HOLD the same, for the remaining term thereof, and Assignor does hereby bind itself and its successors and assigns to warrant and forever defend the same unto Assignee against every person or persons lawfully claiming an part thereof through Assignor.

2. Prior to the effective date of this Assignment, Assignee agrees to pay an Assignment Fee in the amount of Four Hundred Fifty Dollars and no/100 (\$450.00) to Landlord.

3. Assignee hereby agrees to and shall be bound by and comply with all of the terms, provisions, duties, conditions, and obligations of Tenant under the Lease. This Assignment is

expressly subject to all of the terms and provisions of the Lease. For purposes of notice under the Lease, the address of Assignee is:

Guardian Texas Management, LLC
1221 N. Interstate 35E, Suite 200
Carrollton, Texas 75006
Attention: Mehrdad Moayedi

4. Nothing in this Agreement shall be construed or be deemed to modify, alter, amend or change any term or condition of the Lease.

5. Assignor acknowledges that in addition to any other remedies provided in the Lease or by law, in equity, or otherwise, Landlord may at its own option, collect directly from the Assignee all rents becoming due under such assignment and apply such rent against any sums due to Landlord. No such collection by Landlord from any such Assignee or subtenant shall release Assignor from the payment or performance of Assignor's obligations under the Lease.

6. The above and foregoing premises and recitals to this Assignment and all other statements made herein are true and correct and are incorporated herein and made a part hereof, and Assignor and Assignee both warrant and represent that such premises, recitals and statements are true and correct, and that in giving its consent, Landlord (as defined in the Consent of Landlord attached hereto) is entitled to rely upon such representations and statements.

7. The undersigned officers and/or agents of the parties hereto are the properly authorized persons and have the necessary authority to execute this Assignment on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment on the day and the year first set forth above.

ASSIGNOR:

Regions Bank

By: _____

ASSIGNEE:

Guardian Texas Management, LLC

By: _____

ACKNOWLEDGMENT

STATE OF ALABAMA §

JEFFERSON COUNTY §

Before me, the undersigned, a Notary Public in and for said county in said State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the _____ of Regions Bank, an Alabama banking corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

GIVEN under my hand and seal of office this _____ day of _____, 2012.

[SEAL]

Notary Public

STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (he, she) executed the same for the purposes and consideration therein stated.

GIVEN under my hand and seal of office this _____ day of _____, 2012.

[SEAL]

Notary Public, State of Texas

EXHIBIT A

**COPY OF GROUND LEASE AS
AMENDED AND MODIFIED**

Due to the voluminous size of the historical documents, they are not included herein.

However, they are available for review upon request.

EXHIBIT B

Legal Description and Property Survey

Exhibit "A"

CONSENT OF LANDLORD

The Town of Addison, Texas ("Landlord") is the Landlord in the Lease described in the above and foregoing Assignment of Lease (the "Assignment") entered into and effective as of _____, 2012, at Addison, Texas, by and between Regions Bank, an Alabama banking corporation (herein referred to as "Assignor") and Guardian Texas Management, LLC, a Texas limited liability corporation (herein referred to as "Assignee"). In executing this Consent of Landlord ("Consent"), Landlord is relying upon the provisions in the foregoing Assignment, including but not limited to the representations, statements and warranties of Assignor and Assignee, and in relying upon the same Landlord hereby consents to the foregoing Assignment from Assignor to Assignee; provided, however that notwithstanding the Assignment or any of its terms, provisions, or conditions, Landlord does not by this Consent waive any of its rights under the Lease as to the Assignor or the Assignee, and does not release Assignor from its covenants, obligations, duties, or responsibilities under or in connection with the Lease, and Assignor shall be and remain fully liable and responsible for all such covenants obligations, duties, or responsibilities. In addition, notwithstanding any provisions of this Consent of Landlord or the above and foregoing Assignment to the contrary, this Consent shall not operate as a waiver of any prohibition against further assignment, transfer, conveyance, pledge, change of control, or subletting of the Lease or the premises described therein without Landlord's prior written consent.

This Consent shall be and remain valid only if and provided that, by no later than 6:00 o'clock p.m. on _____, _____, 2012:

(i) the Assignment has been fully executed and notarized by both Assignor and Assignee, and such executed and notarized original has been delivered to Bill Dyer at the address set forth below; and

(ii) all other matters in connection with the transfer, sale, and/or conveyance by Assignor to Assignee of the Assignor's interest in the Lease have been fully consummated and completed and the transaction closed as reasonably determined by Landlord (such matters including, without limitation, the full execution and finalization of this Assignment and any other documentation so required by Landlord relating to this transaction) and delivered to Landlord c/o Mr. Bill Dyer, Addison Airport Real Estate Manager, at 16051 Addison Road, Suite 220, Addison, Texas 75001. Otherwise, and failing compliance with and satisfaction of each all of paragraphs (i) and (ii) above, this Consent shall be null and void *ab initio* as if it had never been given and executed.

Signed this ____ day _____, 2012

LANDLORD:

TOWN OF ADDISON, TEXAS

By: _____
Ron Whitehead, City Manager

STATE OF TEXAS §
 § **ASSIGNMENT OF GROUND LEASE**
COUNTY OF DALLAS §

This Assignment of Ground Lease (the “Assignment”) is entered into and effective as of _____ 2012, by and between Regions Bank, an Alabama banking corporation (herein sometimes referred to as “Assignor”) and Guardian Texas Management, LLC, a Texas limited liability company (herein referred to as “Assignee”).

WHEREAS, a leasehold estate was created by that certain Ground Lease (the “Lease”) dated March 2, 1981, by and among the City of Addison, Texas (the same being the Town of Addison, Texas) (the “City”), and Addison Airport of Texas, Inc., a Texas corporation (“AATI”), collectively as “Landlord”, and Texas Federal Savings & Loan, as tenant, recorded in Volume 81089, Page 1208, of the Official Public Records of Dallas County, Texas (the “OPR”), by the terms of which certain real property located at Addison Airport in Dallas County, Texas and as described in the Lease was leased to Texas Federal Savings & Loan; and

WHEREAS, by that Assignment of Lease dated June 30, 1983, the Lease was assigned from Texas Federal Savings and Loan Association, as assignor, to Blakely Airport Joint Venture, as assignee, recorded in Volume 83133, Page 2185, of the OPR; and

WHEREAS, by that Assignment of Lease dated June 30, 1983, the Lease was assigned from Blakely Airport Joint Venture, as assignor, to Raleigh Blakely & Associates, Inc., as assignee, recorded in Volume 83146, Page 4045, of the OPR; and

WHEREAS, by that instrument entitled “Final Plat, Blakely Airport Addition, a Replatting of Texas Federal Subdivision No. Two and Three Lease Tracts, Addison Airport” recorded in Volume 84088, Page 4359, approved by the City Council of the City on March 13, 1984 (the “Final Plat”), the land that is the subject of the Lease (identified therein as “Lease Tract No. 2” and comprising 3.9453 acres of land (the “Revised Property”) and certain adjacent tracts were platted as shown therein;

WHEREAS, the Lease was modified by that Amendment to Ground Lease between the City, AATI, and Raleigh Blakley & Associates, Inc. made and entered into May 31, 1984 (the “First Amendment”), a copy of a portion of which is included at Pages 801 through 804 of that instrument (“Assignment of Lease”) recorded in Volume 91211, Page 779 of the OPR, which First Amendment in part amended the description of the tract of land subject to the Lease to reflect that the said tract of land is the Revised Property; and

WHEREAS, by that Assignment of Lease dated May 1, 1985, the Lease was assigned from Raleigh Blakely and Associates, Inc., as assignor, to Westgrove Air Plaza Joint Venture, as assignee, a copy of a portion of which is included at Pages 797 through 798 of the instrument (“Assignment of Lease”) recorded in Volume 91211, Page 779 of the OPR; and **WHEREAS**, by that Substitute Trustee’s Deed dated February 2, 1988, recorded in Volume 88021, Page 0037 of

the OPR, the Lease was conveyed to the Federal Savings and Loan Insurance Corporation, as 1Sole Receiver for Vernon Savings and Loan Association, FSA; and

WHEREAS, by that Assignment and Assumption of Ground Lease dated October 8, 1991, the Lease was assigned from the Federal Deposit Insurance Corporation, as Manager of the FSLIC Resoution Fund, as Receiver for Vernon Savings and Loan Association, FSA (the Federal Deposit Insurance Corporation being the successor to the Federal Savings and Loan Insurance Corporation) to ITEX Enterprises, Inc., the said Assignment and Assumption being recorded in Volume 91211, Page 635, of the OPR, and re-recorded in part in Volume 92095, Page 3294, of the OPR; and

WHEREAS, by that Assignment of Lease dated August 24, 1994, the Lease was assigned from ITEX Enterprises, Inc., as assignor, to Sky/RGS Properties Limited, as assignee; and

WHEREAS, the First National Bank & Trust Co. of McAlester assumed Sky/RGS Properties, Inc.'s leasehold interest in the Lease on May 7, 1996, pursuant to that certain Trustee's Deed recorded in Volume 96090, Page 1835 of the OPR; and

WHEREAS, by that Assignment of Ground Lease dated October 15, 1997, the Lease was assigned from First National Bank & Trust Co. of McAlester (which through foreclose assumed Sky/RGS Properties, Inc.'s interest in the Lease), as assignor, to Continental Mortgage and Equity Trust, which Assignment of Ground Lease is recorded in Volume 97206, Page 5356, of the OPR; and

WHEREAS, Transcontinental Realty Investors, Inc., successor by merger to Continental Mortgage and Equity Trust, assigned its leasehold interest in the Lease to Westgrove Air Plaza, Ltd., by way of the Assignment of Lease dated October 31, 2000, evidenced by that certain Memorandum of Leasehold Assignment, recorded in Volume 2000249 Page 5666, of the OPR; and

WHEREAS, the Lease was modified by that Amendment to Ground Lease made and entered into in2000, modifying Section 9 of the Lease, a true and correct copy of which Amendment to Ground Lease is on file in the office of the manager of the Addison Airport, and

WHEREAS, on December 19, 2000, Westgrove Air Plaza, Ltd. executed and delivered, for the benefit of Jefferson Heritage Bank, a Deed of Trust (with a security agreement and assignment of rents), recorded in Volume 2000249, Page 5676 of the OPR, that provided for a leasehold mortgage of the Lease and includes therein a description of the tract of land that is the subject of the Lease, but such description does not match the description of the Revised Property as set forth in the Final Plat and is therefore in error and fails to give regard to the effect of the First Amendment cited above; and

WHEREAS, by that certain Substitute Trustee's Deed, recorded as Instrument #201100027960, of the OPR, Regions Bank, an Alabama state bank, as successor in interest to the said Jefferson Heritage Bank, acquired Westgrove Air Plaza, Ltd.'s leasehold interest in the Lease; and

WHEREAS, by virtue of such assignments, Assignor is the Tenant under the Lease; and

WHEREAS, a true and correct copy of the Lease, as amended, is attached hereto as Exhibit A (and incorporated herein by this reference), and the correct description of the tract of land subject to the Lease (being the Revised Property) is described in Exhibit B attached hereto (and incorporated herein by this reference) (the said attached Lease being sometimes referred to as "Ground Lease #080A-29"); and

WHEREAS, the Lease provides that, upon the expiration or termination of the Base Lease (as defined in the Lease), the City is entitled to all of the rights, benefits and remedies, and will perform the duties, covenants and obligations, of the Landlord under the Lease; and

WHEREAS, the said Base Lease has expired and the City alone is the Landlord under the Lease; and

WHEREAS, the said Regions Bank, Assignor herein, desires to assign its leasehold interest in the Lease to Assignee, and Assignee desires to accept the assignment thereof in accordance with the terms and conditions of this Assignment; and

WHEREAS, the Lease provides in Section 9 thereof that, without the prior written consent of the Landlord, the Tenant may not assign the Lease or any rights of Tenant under the Lease (except as provided therein), and that any assignment must be expressly subject to all the terms and provisions of the Lease, and that any assignment must include a written agreement from the Assignee whereby the Assignee agrees to be bound by the terms and provisions of the Lease; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions contained herein, the sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound agree as follows:

AGREEMENT

1. Assignor hereby assigns, bargains, sells, and conveys to Assignee, effective as of the date above, all of Assignor's right, title, duties, responsibilities, and interest in and to the Lease (the same being Ground Lease #080A-29), a true and correct copy of which is attached hereto as Exhibit A, TO HAVE AND TO HOLD the same, for the remaining term thereof, and Assignor does hereby bind itself and its successors and assigns to warrant and forever defend the same unto Assignee against every person or persons lawfully claiming an part thereof through Assignor.

2. Prior to the effective date of this Assignment, Assignee agrees to pay an Assignment Fee in the amount of Four Hundred Fifty Dollars and no/100 (\$450.00) to Landlord.

3. Assignee hereby agrees to and shall be bound by and comply with all of the terms, provisions, duties, conditions, and obligations of Tenant under the Lease. This Assignment is expressly subject to all of the terms and provisions of the Lease. For purposes of notice under the Lease, the address of Assignee is:

Guardian Texas Management, LLC
1221 N. Interstate 35E, Suite 200
Carrollton, Texas 75006
Attention: Mehrdad Moayedi

4. Nothing in this Agreement shall be construed or be deemed to modify, alter, amend or change any term or condition of the Lease.

5. Assignor acknowledges that in addition to any other remedies provided in the Lease or by law, in equity, or otherwise, Landlord may at its own option, collect directly from the Assignee all rents becoming due under such assignment and apply such rent against any sums due to Landlord. No such collection by Landlord from any such Assignee or subtenant shall release Assignor from the payment or performance of Assignor's obligations under the Lease.

6. The above and foregoing premises and recitals to this Assignment and all other statements made herein are true and correct and are incorporated herein and made a part hereof, and Assignor and Assignee both warrant and represent that such premises, recitals and statements are true and correct, and that in giving its consent, Landlord (as defined in the Consent of Landlord attached hereto) is entitled to rely upon such representations and statements.

7. The undersigned officers and/or agents of the parties hereto are the properly authorized persons and have the necessary authority to execute this Assignment on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment on the day and the year first set forth above.

ASSIGNOR:

Regions Bank

By: _____

ASSIGNEE:

Guardian Texas Management, LLC

By: _____

ACKNOWLEDGMENT

STATE OF ALABAMA §

JEFFERSON COUNTY §

Before me, the undersigned, a Notary Public in and for said county in said State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the _____ of Regions Bank, an Alabama banking corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

GIVEN under my hand and seal of office this _____ day of _____, 2012.

[SEAL]

Notary Public

STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (he, she) executed the same for the purposes and consideration therein stated.

GIVEN under my hand and seal of office this _____ day of _____, 2012.

[SEAL]

Notary Public, State of Texas

EXHIBIT A

COPY OF GROUND LEASE AS AMENDED AND MODIFIED

Due to the voluminous size of the historical documents, they are not included herein.

However, they are available for review upon request.

EXHIBIT B

Legal Description and Property Survey

Exhibit "B"

CONSENT OF LANDLORD

The Town of Addison, Texas ("Landlord") is the Landlord in the Lease described in the above and foregoing Assignment of Lease (the "Assignment") entered into and effective as of _____ 2012, at Addison, Texas, by and between Regions Bank, an Alabama banking corporation (herein referred to as "Assignor") and Guardian Texas Management, LLC, a Texas limited liability corporation (herein referred to as "Assignee"). In executing this Consent of Landlord (Consent), Landlord is relying upon the provisions in the foregoing Assignment, including but not limited to the representations, statements and warranties of Assignor and Assignee, and in relying upon the same Landlord hereby consents to the foregoing Assignment from Assignor to Assignee; provided, however that notwithstanding the Assignment or any of its terms, provisions, or conditions, Landlord does not by this Consent waive any of its rights under the Lease as to the Assignor or the Assignee, and does not release Assignor from its covenants, obligations, duties, or responsibilities under or in connection with the Lease, and Assignor shall be and remain fully liable and responsible for all such covenants obligations, duties, or responsibilities. In addition, notwithstanding any provisions of this Consent of Landlord or the above and foregoing Assignment to the contrary, this Consent shall not operate as a waiver of any prohibition against further assignment, transfer, conveyance, pledge, change of control, or subletting of the Lease or the premises described therein without Landlord's prior written consent.

This Consent shall be and remain valid only if and provided that, by no later than 6:00 o'clock p.m. on _____, _____, 2012:

(i) the Assignment has been fully executed and notarized by both Assignor and Assignee, and such executed and notarized original has been delivered to Bill Dyer at the address set forth below; and

(ii) all other matters in connection with the transfer, sale, and/or conveyance by Assignor to Assignee of the Assignor's interest in the Lease have been fully consummated and completed and the transaction closed as reasonably determined by Landlord (such matters including, without limitation, the full execution and finalization of this Assignment and any other documentation so required by Landlord relating to this transaction) and delivered to Landlord c/o Mr. Bill Dyer, Addison Airport Real Estate Manager, at 16051 Addison Road, Suite 220, Addison, Texas 75001. Otherwise, and failing compliance with and satisfaction of each all of paragraphs (i) and (ii) above, this Consent shall be null and void *ab initio* as if it had never been given and executed.

Signed this _____ day _____, 2012

LANDLORD:

TOWN OF ADDISON, TEXAS

By: _____
Ron Whitehead, City Manager

Council Agenda Item: #R6

AGENDA CAPTION:

Presentation and discussion by the fire chief on the Insurance Services Office Public Protection Classification Survey results.

FINANCIAL IMPACT:

None

BACKGROUND:

In October 2011, the Town was visited by the ISO to perform a scheduled evaluation of the fire department, water supply and distribution system and 911 communications to update our Public Protection Classification Rating. The town demonstrated improvement and effective September 1, 2012 the town will hold an ISO 2 Rating. This new rating may slightly reduce property fire and casualty insurance rates for local commercial properties and possibly homeowners. The fire chief will present and explain the rating process and findings.

RECOMMENDATION:

Informational presentation only.

COUNCIL GOALS:

Provide Superior Public Safety, Customer Service, Social and Health Services to the Community

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R7

AGENDA CAPTION:

Consideration and approval authorizing the City Manager to execute an Interlocal Agreement with the City of Dallas to construct a 12 inch water main within the public right-of-way of the Dallas Parkway, from approximately 500 linear feet north of Verde Valley Lane to BeltLine Road.

FINANCIAL IMPACT:

Total cost of the proposed water line is \$139,000. Funds for this project are allocated in the Capital Projects Fund.

BACKGROUND:

The City of Dallas is currently replacing a number of their older, undersized water lines. One of the lines is located in Addison along Dallas Parkway. The Town also has an older, undersized water line in that vicinity that will need to be replaced in the future. Staff approached the City of Dallas about the possibility of adding our line replacement to their current contract. The City of Dallas staff was able to accommodate the request and the agreement provides the mechanism for implementing the project. The cost to replace the line is \$139,000.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Mindful Stewardship of Town Resources, Provide Superior Public Safety, Customer Service, Social and Health Services to the Community

ATTACHMENTS:

Description:

[InterLocal agreement](#)

Type:

Cover Memo

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT (“Agreement”) is entered this __ day of _____, 2012, by and between the City of Dallas, a Texas home rule municipality (“Dallas”) and the Town of Addison, a Texas home rule municipality (“Addison”).

RECITALS

WHEREAS, Dallas has designed and desires to construct a 12-inch water distribution main within the public right-of-way of the Dallas Parkway, from approximately 500 linear feet east of Verde Valley Lane to Belt Line Road located within the corporate limits of Addison, (hereinafter called the “Dallas 12-inch Water Main Project”); and

WHEREAS, Addison has designed a 12-inch water distribution main (the “Addison 12-inch water main”) within the public right-of-way of the Dallas Parkway, from approximately 500 linear feet east of Verde Valley Lane to Belt Line Road located within the corporate limits of Addison, (hereinafter called the “Addison 12-inch Water Main Project”); and

WHEREAS, in accordance with competitive bid laws, Dallas has awarded a contract for the construction of the Dallas 12-inch Water Main Project with P & E Contractors (the “Dallas Contractor”), Inc. on April 13, 2011 by Council Resolution 11-0969 (hereinafter called the “Dallas Construction Contract”); and

WHEREAS, Section 791.011(a) of the Texas Government Code (a portion of the Interlocal Cooperation Act (the “Act”)) provides authorization for a local government to contract with one or more local governments to perform governmental functions and services, including purchasing functions, Section 791.025(a) of the Act authorizes a local government to agree with another local government to purchase goods and services, and Section 271.102(a), Tex. Loc. Gov. Code (the “Code”), authorizes municipalities to participate with one another in a cooperative purchasing program; and

WHEREAS, Section 791.025(c) of the Act, and Section 271.102(c) of the Code, generally provide that a local government that purchases goods or services under the respective provisions satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services; and

WHEREAS, the provision of water service and the public health and welfare are also governmental functions included within the Act;

WHEREAS, Addison desires that Dallas provide the water main construction services described herein through entering into an agreement with Dallas to add the construction of the Addison 12-inch Water Main Project to the Dallas existing Construction Contract; and

WHEREAS, Dallas desires to enter into an agreement with Addison for the joint use of the public right-of-way along the Dallas Parkway that is located in Addison to accommodate and accomplish the Dallas 12-inch Water Main project; and

WHEREAS, both parties agree that it is in the public interest that this Interlocal Agreement be granted; and

WHEREAS, Chapter 791 of the Texas Government Code provides authorization for a local government to contract with one or more other local governments to perform governmental functions and services under the terms of the Act;

NOW, THEREFORE, Dallas and Addison hereby enter this Agreement for the mutual consideration stated herein:

W I T N E S S E T H:

ARTICLE I. DALLAS 12-INCH WATER MAIN PROJECT SCOPE

Dallas, at no expense to Addison, has plans and specifications and desires to construct a 12-inch water distribution main including a flush point and any other water main appurtenances necessary for operation and maintenance of the water distribution main to be located within the variable-width public right-of-way of the Dallas Parkway from Verde Valley Lane to Belt Line Road, including a segment within the corporate limits of Addison from approximately 500 linear feet east of Verde Valley Lane to Belt Line Road (hereinafter called the "Dallas Water Main").

ARTICLE II. DALLAS 12-INCH WATER MAIN PROJECT PIPELINE LICENSE

- (A) In consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, receipt of which is hereby acknowledged, Addison hereby grants to Dallas the non-exclusive right, privilege and license to own, lay, construct, operate, repair and replace the Dallas Water Main, along with any and all appurtenances thereto, and such additional appurtenances as are needed in the future incidental to the use, operation, maintenance or replacement of the Dallas Water Main (hereafter called the "Pipeline License"). The Dallas Water Main shall be located at least _____ () feet and no more than _____ () feet underground and within the variable-width Addison right-of-way of the Dallas Parkway as shown on Exhibit "A" attached hereto and made a part of this Agreement (hereinafter called "the Pipeline Licensed Area"). This Agreement is made expressly subject and subordinate to the right of Addison to use the Pipeline Licensed Area for any public purpose.
- (B) Dallas agrees to construct, reconstruct, replace, repair, alter, change, use, and operate the Dallas Water Main so as to not unreasonably interfere with Dallas Parkway or any existing utilities (and as such utilities may hereafter be modified, replaced, upgraded, expanded, relocated, or otherwise altered or changed) located in the Pipeline Licensed Area or adjacent thereto, and not unreasonably interfere with the public's (including Addison's) use thereof. Dallas also agrees to relocate any utility facilities that must, as determined by the owner of such utility facilities, be relocated, altered, moved, or otherwise changed as a result of construction and/or installation of the Dallas Water Main, at its sole cost (or, at the

option of the owner of such utility facilities, such owner may cause such utility facilities to be relocated at Dallas's sole cost).

Following the initial construction and/or installation of the Dallas Water Main, Dallas will not be required to alter, change or relocate the Dallas Water Main once such construction and/or installation is complete and the Dallas Water Main is in place, unless Addison determines that the alteration, change, or relocation is necessary and in the public interest. In that event, Addison agrees to pay for the design and construction of such relocation.

Dallas agrees to notify Addison in the event Dallas wishes to abandon the Dallas Water Main, in which case the Pipeline License shall terminate (and the Dallas Water Main and the Pipeline License will be deemed to be abandoned if Dallas ceases to use the Dallas Water Main for a period of 30 consecutive days, except for a repair or replacement thereof). Addison agrees to notify Dallas in the event it wishes to abandon, or transfer the right-of-way of the Dallas Parkway; said abandonment or transfer, however, will not require Dallas to relocate the Dallas Water Main unless Addison agrees to pay, or otherwise arranges for the payment by a third party, for the design and reconstruction of the relocated Dallas Water Main.

- (C) Dallas agrees to repair and replace all property of Addison and any third-party, including but not limited to right-of-way surfaces, paved or unpaved, which may be cut or otherwise damaged or altered in the course of construction and installation (or repair, alteration, replacement, relocation, use, or operation) of the Dallas Water Main. Dallas agrees that it will restore such cut, or otherwise damaged or altered, property (including rights-of-way) to their original condition prior to construction and installation (or repair, alteration, replacement, relocation, use, or operation) of the Dallas Water Main (and if restoration is not possible, then Dallas will replace such property). Notwithstanding anything herein to the contrary, all repairs and/or replacements of any such property, including any pavement, curbs, sidewalks or other street appurtenances within the Licensed Area, shall be conducted in accordance with the then current construction standards for such public improvements adopted by Addison and be completed within a commercially reasonable period of time following the completion of Dallas's work on the Dallas Water Main and/or the appurtenance.
- (D) Dallas is hereby granted the right, as part of this Pipeline License, to have free access to Addison right-of-way for purposes of operation and maintenance of the Dallas Water Main subject to the following:
 - 1. In the event of planned operation and maintenance activities, Dallas shall notify Addison in writing by mail, facsimile, or electronic mail not later than three (3) business days in advance of any entry for purposes of operation and maintenance of the Dallas Water Main, which notice shall include the nature of the work to be performed, dates and times of the intended entry, whether or not any lane closures will be required, and a traffic control plan related to any work that requires lane closures. In the event lane closures are required, no work shall commence until Addison has approved the proposed traffic control plan, which approval shall not be unreasonably withheld or delayed. In the event Addison fails to approve,

reject, or modify the traffic control plan submitted by Dallas within three (3) business days after delivery of the plan to Addison, the plan submitted by Dallas shall be deemed to be approved.

2. In the event emergency operation and maintenance activities must be conducted with respect to the Dallas Water Main, Dallas shall verbally notify Addison not later than four (4) hours after the emergency becomes known to Dallas, which notification shall be followed up with a written notification not later than 72 hours after the emergency becomes known to Dallas that describes, among other things, the nature of the emergency and of the work performed. The written notification shall include a description of the traffic control imposed by Dallas around the affected site within the Pipeline Licensed Area if a lane closure is required. Dallas shall modify the traffic control imposed at the time the emergency maintenance and operations commenced in the manner Addison directs. For purposes of this paragraph, an “emergency” exists if the maintenance or repair operations are necessary to require the reestablishment of water flow through the Dallas Water Main, to restore pressure in the Dallas Water Main after an unexpected and unsafe drop in flow of water, or a break in the Dallas Water Main, regardless of cause, which, if not repaired immediately, would reasonably be expected to be harmful to the health and safety of Dallas or Addison citizens, or could reasonably be expected to cause damage to person or property within the area of the break.

ARTICLE III. ADDISON 12-INCH WATER MAIN PROJECT SCOPE

Addison, at no expense to Dallas, has plans and specifications and desires to construct a 12-inch water main including gate valves, fire hydrants, service connections and any other water main appurtenances necessary for operation and maintenance of the water main to be located within the public right-of-way of the Dallas Parkway, from approximately 500 linear feet east of Verde Valley Lane to Belt Line Road located within the corporate limits of Addison.

ARTICLE IV. DESIGN

Dallas hereby agrees to be responsible for the design and approval of all engineering plans, specifications and design changes related to the Dallas 12-inch Water Main Project and to provide such plans and specifications to Addison for review and approval, which approval shall not be unreasonably denied or delayed. Addison hereby agrees to be responsible for the design and approval of all engineering plans, specifications and design changes related to the Addison 12-inch Water Main Project, and to provide such plans and specifications to Dallas for approval, which approval shall not be unreasonably denied or delayed. The design and specifications of the Addison 12-inch Water Main Project shall conform to the standard specifications, standards of practice, and construction methods that Dallas customarily applies to its facilities at its own expense including the published standards located at the following website: http://www.dallascityhall.org/dwu/dwu_design_standards.html. Dallas hereby agrees to incorporate Addison’s construction specifications for the Addison 12-inch Water Main Project into the Dallas Construction Contract, receipt of which is hereby acknowledged. In the case of

conflicting specifications, the Dallas Construction Contract (with the incorporation of Addison's construction specifications) shall adhere to the most stringent standard.

ARTICLE V. CONSTRUCTION, ADMINISTRATION AND INSPECTION

Dallas hereby agrees to incorporate the Addison 12-inch Water Main Project with the Dallas 12-inch Water Main Project subject to approval of a change order to the Dallas Construction Contract by Dallas City Council (hereinafter, reference in this Agreement to the Dallas Construction Contract means and includes the said Contract with the incorporation of the Addison 12-inch Water Main Project). Dallas has received a change order proposal from their contractor for the construction of the Addison 12-inch Water Main Project in connection with and as part of the Dallas Construction Contract (hereinafter called the "Proposal"). Addison has received a copy of the Proposal and Addison hereby agrees to be responsible for the cost contained in the Proposal, as well as costs for project administration and inspection which are included in the estimate attached hereto and made a part of this agreement as Exhibit "B." Dallas agrees to provide for the construction administration and inspection of the joint construction contract, and will use its best efforts to ensure that the work as described and set forth in the joint construction contract is completed in a timely manner and in accordance with the joint construction contract documents, plans, standards, specifications, and other materials and information related thereto. In connection therewith, Dallas will identify a Dallas employee who shall serve as the manager of the contract (the "Dallas Project Manager") and provide Addison the name and contact information of that employee prior to commencement of construction. All correspondence and instructions to the contractor performing the work will be the sole responsibility of Dallas. All activities conducted by Addison for the Addison 12-inch Water Main Project shall be coordinated through the Dallas Project Manager. Dallas hereby agrees to allow Addison access to the site for the purpose of inspecting the construction of the Addison 12-inch Water Main Project. Only Town of Addison staff will be allowed to operate existing water line valves on any Town of Addison water mains.

Among other things, the joint construction contract shall include a requirement for a performance bond, payment bond, and 2-year maintenance bond in favor of both Dallas and Addison.

ARTICLE VI. DESIGN OR CONSTRUCTION CHANGES

Dallas hereby agrees to immediately advise Addison of any and all design or construction changes to the Addison 12-inch Water Main Project which may occur or which may be required during construction. Addison hereby agrees to review and either approve or disapprove any such design or construction change within ten (10) days after Dallas advises Addison of such change.

ARTICLE VII. PROJECT COSTS

Addison hereby agrees and will be responsible for paying all costs associated with the construction of the Addison 12-inch Water Main Project as detailed in Exhibit "B," as well as any design or construction changes approved by Addison. Within thirty (30) days after execution of this Agreement, Addison shall remit to Dallas one-hundred percent (100%) of its share of the construction, administration and inspection costs as estimated in Exhibit "B." Dallas will

separately account for and track such funds and place such funds in an interest bearing account, and such funds (save and except any interest thereon, which shall be paid to Addison at Addison's request but in any event upon completion of the Addison 12-inch Water Main Project) shall be used by Dallas solely to pay such costs. Addison hereby agrees to reimburse Dallas for any increase in construction cost in connection with the Addison 12-inch Water Main Project upon completion and final acceptance of the work by Dallas and Addison. Dallas hereby agrees to reimburse Addison for any funds remitted by Addison to Dallas in connection with the Addison 12-inch Water Main Project in excess of the actual construction, administration and inspection costs upon completion and final acceptance of the work by Dallas and Addison.

ARTICLE VIII. FINAL INSPECTION AND APPROVAL

Addison shall attend a walk-through of the project with the contractor and the inspector for the purpose of determining whether or not the project has been substantially completed. Following this walk-through, if Addison determines that the project has been substantially completed, Addison shall prepare and submit to the Dallas Project Manager a letter of substantial completion and a list of observed items requiring completion or correction for the Addison 12-inch Water Main Project (a "punch list"). Upon completion of all items requiring completion or correction, Addison shall provide the Dallas Project Manager with a letter of acceptance for the Addison 12-inch Water Main Project, and Dallas shall provide to Addison a copy of all the warranty referenced in Article IX, below and an executed 2-year maintenance bond in favor of Addison (as referenced in Article IX), and such other documentation and materials as a municipality, as project owner, typically receives upon completion of a municipal construction project). Immediately upon final acceptance of the work by Dallas and Addison, Addison shall be the exclusive owner of the Addison 12-inch Water Main Project and shall thereafter be responsible for the Addison 12-inch water main, including but not limited to: maintenance, operation, repairs and any damages resulting from the operation, maintenance and ownership thereof, subject however to any responsibility or obligation of the construction contractor to comply with any warranty to correct, repair, or replace any portion of the Addison 12-inch water main and of the obligor of any maintenance bond in favor of Addison with regard to the Addison 12-inch water line .

ARTICLE IX. WARRANTY AND MAINTENANCE

Upon final completion of all items included in the Dallas Construction Contract, Dallas shall submit to the Dallas Contractor a Certificate of Acceptance for the entire project. The Dallas Construction Contract shall provide a warranty for materials and workmanship for a period of one (1) year from the Date of Issue of the Certificate of Acceptance. The Dallas Construction Contract shall also provide Addison a maintenance bond for a period of two (2) years from the date of startup. Addison will be responsible for monitoring the warranty and maintenance bond periods and notifying the Dallas Project Manager of any deficiencies during these periods.

ARTICLE X. NO AGENCY OR JOINT VENTURE RELATIONSHIP

Addison and Dallas agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible in accordance with the laws of the State of Texas for its

own acts, forbearance, negligence and deeds, and for those of its officers, agents or employees in conjunction with the performance of work covered under this Agreement. Dallas is solely responsible for review and approval for the sufficiency, form, content, and engineering requirements for the design and construction of the Dallas 12-inch Water Main Project, and for the construction administration and inspection of the Dallas Construction Contract as described above. Addison is solely responsible for review and approval for the sufficiency, form, content, and engineering requirements for the design and construction of the Addison 12-inch Water Main Project, except for the construction administration and inspection of the Dallas Construction Contract by Dallas as described above. Review and approval by one party of the plans and specifications related to the project of the other party as set forth elsewhere in this Agreement shall not constitute any acceptance or assumption of liability by the reviewing party regarding the sufficiency, form, content, and engineering requirements related to the submitting party's project.

ARTICLE XI. NO THIRD PARTY BENEFICIARY

This Agreement is solely for the benefit of the parties hereto and is not intended to and shall not create or grant any rights, contractual or otherwise, to any other person or entity.

ARTICLE XII. BINDING ON SUCCESSORS

This Agreement shall be binding upon the parties hereto, their successors and assigns. Neither party will assign or transfer any interest in this Agreement without the written consent of the other party.

ARTICLE XIII. NOTICES

Except as otherwise provided in this Agreement, any notice to be given by either party to the other shall be required to be in writing and shall be deemed given when personally delivered, or three (3) business days after being deposited in the United States Mail, postage prepaid, certified, return receipt requested, or registered addressed as follows:

To Addison:
Deputy City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

Dallas, Texas 75201

To Dallas:
Department Director
City of Dallas
Water Utilities Department
1500 Marilla Street, Room 4A North

If the notice relates to default of this Agreement, proposed amendments to this Agreement, or changes of the name and/or address of who is to receive notices, copies of notices herein shall also be provided as follows:

To Addison:
City Manager
5300 Belt Line Road
Dallas, Texas 75254

To Dallas:
City Manager
1500 Marilla Street, Room 4EN
Dallas, Texas 75201

Either party may change its address for notice by giving the other party notice of the change in the manner described above.

ARTICLE XIV. AUTHORITY TO ENTER AGREEMENT

This Agreement has been duly executed and delivered by all parties and constitutes a legal, valid and binding obligation of the parties, their successors and permitted assigns. Each person executing this Agreement on behalf of each party represents and warrants that the person has full right and authority to enter into this Agreement.

ARTICLE XV. AMENDMENTS

This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.

ARTICLE XVI. SOVEREIGN IMMUNITY; GOVERNING LAW; VENUE

Notwithstanding any other provision of this Agreement, this Agreement shall be expressly subject to the governmental immunity of Addison and Dallas, Title 5 of Texas Civil Practice and Remedies Code, and all applicable federal and state law. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas. Exclusive venue for any legal action regarding this Agreement filed by either Addison or Dallas shall be in Dallas County, Texas. This agreement is subject to the provisions of Section 2-86 of the Dallas City code, as amended, relating to requirements for filing a notice of breach of contract claims against Dallas. Section 2-86 of the Dallas City code, as amended, is expressly incorporated by reference and made a part of this Agreement as if written word for word in this Agreement. Addison shall fully comply with the requirements of this ordinance as a condition precedent to any claim relating to this Agreement.

ARTICLE XVII. GENDER NEUTRAL LANGUAGE

Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.

ARTICLE XVIII. MULTIPLE COUNTERPARTS

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

ARTICLE XIX. SEVERABILITY

In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

ARTICLE XX. ENTIRE AGREEMENT

This Agreement (including the above Recitals, which are incorporated herein and made a part of this Agreement) embodies the complete agreement of the parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters in this Agreement and, except as otherwise provided herein, cannot be modified without written supplemental agreement of the parties to be attached to and made a part of this Agreement.

ARTICLE XXI. TERMINATION

This Agreement may be terminated by mutual agreement and consent of both parties in writing.

ARTICLE XXII. CURRENT FUNDS

Dallas and Addison acknowledge and agree that all expenditures made by the respective parties shall be from current funds appropriated for the purposes for which such funds are expended.

ARTICLE XXIII. EFFECTIVE DATE

This Agreement becomes effective upon the date of its execution, which execution date is deemed to be the date the last party signs this Agreement.

Executed as of the _____ day of _____, 2012, hereafter deemed to be the Effective Date of this Agreement.

CITY OF ADDISON
Name
City Manager

CITY OF DALLAS, TEXAS
MARY K. SUHM
City Manager

By: _____

By: _____
Forest Turner, Assistant City Manager

APPROVED AS TO FORM:
Name, City Attorney

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

By: _____
City Attorney

By: _____
Assistant City Attorney

Exhibit A
Pipeline Licensed Area

Exhibit B
Cost Estimate
incorporation of premises

Council Agenda Item: #R8

AGENDA CAPTION:

Discussion and consideration of approval of a Resolution relating to the giving of Notice of Intention to Issue Town of Addison, Texas Combination Tax and Revenue Certificates of Obligation, Series 2012.

FINANCIAL IMPACT:

N/A

BACKGROUND:

You'll recall that the funding of the simulcast Public Radio System and the next phase of the Vitruvian improvements are to be funded by certificates of obligation. Because certificates of obligation do not require voter approval, the Town must publish its intent to issue the certificates at least 30 days prior to the date that the Town anticipates issuing the debt. The notice establishes a ceiling for the debt issuance. The Town can decide to issue less debt, but cannot issue more than indicated in the notice.

Currently the notice provides for an issuance not to exceed \$15,250,000 to be used for the funding of the simulcast radio system, the second phase of the Vitruvian improvements and the issuance costs.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[Resolution](#)

Type:

Ordinance

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION RELATING TO THE GIVING OF NOTICE OF INTENTION TO ISSUE TOWN OF ADDISON, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2012; PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town of Addison, Texas (the "Town"), pursuant to Chapter 271, Subchapter C, Texas Local Government Code, as amended, is authorized to issue its certificates of obligation for the purpose of paying contractual obligations to be incurred for the purposes set forth below; and

WHEREAS, the City Council of the Town has found and determined that a notice of intention to issue certificates of obligation should be published in accordance with the requirements of applicable law;

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

Section 1. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

Section 2. The City Secretary of the Town is hereby authorized and directed to issue a notice of intention to issue certificates of obligation in substantially the form attached hereto as Exhibit A.

Section 3. The foregoing notice shall be published once a week for two consecutive weeks, the date of the first publication being before the thirtieth (30th) day prior to the date set forth in the foregoing notice for passage of the ordinance authorizing the Combination Tax and Revenue Certificates of Obligation. Such notice shall be published in a newspaper of general circulation in the area of the Town of Addison, Texas.

Section 4. That this resolution shall take effect from and after the date of its passage.

FINALLY PASSED, APPROVED AND EFFECTIVE this 10th day of July, 2012.

EXHIBIT A

NOTICE OF INTENTION TO ISSUE TOWN OF ADDISON, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2012

NOTICE IS HEREBY GIVEN that on August 14, 2012, the City Council of the Town of Addison, Texas, at 7:00 p.m. at a special meeting of the City Council to be held in the Council Chambers at the Addison Town Hall, 5300 Belt Line Road, Dallas, Texas 75254, the regular meeting place of the City Council, intends to pass an ordinance authorizing the issuance of not to exceed \$15,250,000 principal amount of Certificates of Obligation for the purpose of paying contractual obligations to be incurred for the following purposes, to wit: (a) acquiring and installing radio and telecommunication equipment for Town public safety operations, (b) designing, acquiring, improving, constructing, and renovating water, wastewater and street infrastructure improvements, including drainage infrastructure, within the Vitruvian Park area of the Town, ((a) and (b) together, the "Project") and (c) paying professional services of attorneys, financial advisors and other professionals in connection with the Project and the issuance of the Certificates. The Certificates shall be issued in one or more series, shall bear interest at a rate not to exceed fifteen percent (15%) per annum, and shall have a maximum maturity date of not later than forty (40) years after their date. Said Certificates shall be payable from the levy of a direct and continuing ad valorem tax against all taxable property within the Town sufficient to pay the interest on this series of Certificates as due and to provide for the payment of the principal thereof as the same matures, as authorized by Chapter 271, Subchapter C, Texas Local Government Code, as amended, and from all or a part of the surplus revenues of the Town's waterworks and sewer system, such pledge of surplus revenues being limited to \$1,000.

THIS NOTICE is given in accordance with law and as directed by the City Council of the Town of Addison, Texas.

GIVEN THIS July 10, 2012.
/s/ Chris Terry, City Secretary
Town of Addison, Texas