



**REGULAR WORKSESSION & MEETING
OF THE CITY COUNCIL**

March 8, 2016

ADDISON TOWN HALL

5300 BELT LINE RD., DALLAS, TX 75254

**5:30 PM DINNER & EXECUTIVE SESSION
6:00 PM WORK SESSION
7:30 PM REGULAR MEETING**

Executive Session

1. Closed (executive) session of the Addison City Council pursuant to:

Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney(s) on a matter in which the duty of the attorney(s) to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Tex. Gov. Code, pertaining to

• Legal Matters Regarding Jesse James Creative Inc.

Reconvene from Executive Session

2. **RECONVENE INTO REGULAR SESSION:** In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matter discussed in Executive Session.

WORK SESSION

3. Discuss The Possibility Of A New Dog Park For Spruill Park.
 4. Discuss The Signature Authority Of The City Manager.
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REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

5. Public Comment.
The City Council invites citizens to address the City Council on any topic not on this agenda. Please fill out a **City Council Appearance Card** and submit it to a city staff member prior to Public Participation. Speakers are allowed **up to three (3) minutes per speaker with fifteen (15) total minutes** on items of interest or concern and not on items that are on the current agenda. In accordance with the Texas Open Meetings Act, the City Council cannot take action on items not listed on the agenda. The Council may choose to place the item on a future agenda.
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Consent Agenda:

All items listed under the Consent Agenda are considered routine by the City Council and will be enacted by one motion with no individual consideration. If individual consideration of an item is requested, it will be pulled from the Consent Agenda and discussed separately.

6. Consider Approval Of The February 23, 2016 Regular Worksession And Meeting Minutes.
 7. Consider A Resolution Establishing Signage Guidelines For Open Carry At Open Meetings.
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8. Consider And Approve Authorizing The City Manager To **Approve A Construction Contract For The Installation Of 137 Illuminated Street Name Signs with Durable Specialties, Inc** In An Amount Not To Exceed \$71,925.00.

9. Consider Approval Of The **Purchase Of Fourteen (14) Ford Police Pursuit Vehicle (PPV) Through An Inter Local Agreement With The Houston Galveston Area Council Of Government (HGAC)** In An Amount Not To Exceed \$343,866.70.

10. Consider A **Resolution Increasing The Public Fuel Flowage Fee From \$0.12 To \$0.14 And The Non-Public Fuel Flowage Fee From \$0.20 To \$0.22 At Addison Airport Effective April 1, 2016.**

Regular Items

11. Discuss, Consider And Approve A **Resolution Authorizing The City Manager To Award A Construction Contract to McMahon Contracting, LP For The Construction Of The Northwest Drainage Channel Improvements Located On Addison Airport** In An Amount Not To Exceed \$762,470.09.

12. Discuss, Consider And Approve An **Ordinance Establishing Parameters For The Refunding Of Bonds For The Town Of Addison.**

13. Discuss, Consider And Approve An **Ordinance Outlining The Signature Authority Of The City Manager.**

Adjourn Meeting

NOTE: The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including §551.071 (private consultation with the attorney for the City); §551.072 (purchase, exchange, lease or value of real property); §551.074 (personnel or to hear complaints against personnel); §551.076

(deployment, or specific occasions for implementation of security personnel or devices); and §551.087 (economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

Posted by Laura Bell no later than 5:00 pm on Friday March 4, 2016

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS WITH DISABILITIES.
PLEASE CALL (972) 450-7017 AT LEAST
48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**

AI-1561

1.

Work Session and Regular Meeting

Meeting Date: 03/08/2016

Department: City Manager

AGENDA CAPTION:

Closed (executive) session of the Addison City Council pursuant to:

Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney(s) on a matter in which the duty of the attorney(s) to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Tex. Gov. Code, pertaining to

- **Legal Matters Regarding Jesse James Creative Inc.**

BACKGROUND:

N/A

RECOMMENDATION:

N/A

AI-1562

2.

Work Session and Regular Meeting

Meeting Date: 03/08/2016

Department: City Manager

AGENDA CAPTION:

RECONVENE INTO REGULAR SESSION: In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matter discussed in Executive Session.

BACKGROUND:

N/A

RECOMMENDATION:

N/A

AI-1544

3.

Work Session and Regular Meeting

Meeting Date: 03/08/2016

Department: Parks & Recreation

AGENDA CAPTION:

Discuss The **Possibility Of A New Dog Park For Spruill Park.**

BACKGROUND:

Spruill Park was selected by Staff as a potential location for a new dog park based on multiple criteria, such as: (1) Proximity to a large residential population; (2) Current park usage trends; and (3) Existing infrastructure that supports the proposed use.

During the Council meeting on December 10, 2013, resident Billy Dreis discussed the need for a new dog park in the Town of Addison. Following the Council meeting, a Dog Park Committee was formed. This volunteer committee focused on evaluating the Redding Trail Dog Park and other dog parks in the region to look at recommendations and upgrades to present to Council.

On May 27, 2014, Billy Dreis made a presentation to Council outlining the summary report from the Dog Park Committee, which included the Committee Members evaluations and recommendations. In the Fiscal Year 2015 Budget, Council approved \$20,000 for a study of Town Park as a potential Dog Park. The Town hired the landscape architecture firm TBG Inc. to develop concepts in conjunction with the Dog Park Committee. After multiple meetings and revisions, the Dog Park Committee unanimously endorsed the plan which was presented on July 14, 2015.

On July 14, 2015, Town Staff and TBG Inc. presented to Council the concept plan and cost estimate that was endorsed by the Dog Park Committee. The Council decided to table the project based on: (1) a \$1.2 Million estimated cost; and, (2) The potential for the park to be re-developed in conjunction with adjacent properties.

RECOMMENDATION:

Staff requests direction from Council on this item.

Attachments

Dog Park Committee Summary Report

Dog Park Study Presentation

Summary Report

Addison Dog Park

Evaluation and Recommendation

Committee

April 2014

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Committee Members

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Billy Dreis Committee Chair	billydreis@att.net	972-233-6621
Donna Mitchell	primadonnatex@yahoo.com	214-629-9577
Barbara Papas	BCPDFW@GMAIL.com	214-773-7068
Greg Southerlin	gsoutherlin@tx.rr.com	972-246-7374

Committee Liaisons

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Margie Gunther	mgunther@addisontx.gov	972-450-7027
Janelle Moore	jmoore@addisontx.gov	214-683-8301
	Addison Arbor Foundation	
Judye Murray	jlmurray@yahoo.com	

Acknowledgements

Several years ago, it became apparent to me that new dog parks were opening in the metroplex at the rate of three to four each year. Dallas and Addison had led the way. All of the new parks were larger, more attractive, and had many more amenities than Redding Trail, which had severe restrictions due to its location on Oncor right of way.

As time passed, I became convinced there must be a way Addison could build a dog park commensurate with the way things are done in Addison. It became increasingly apparent that if this seed of an idea was going to germinate, I would need help and assistance. A lot of help and assistance. What I needed was "The Addison Way."

My heartfelt thanks to Mayor Todd Meier for taking the time to listen to my dog park committee proposal in August 2013, determining the idea had merit and placing it on the Council Agenda for consideration in December, 2013. Just as important, the council was unanimous in supporting the formation of a dog park committee to study the feasibility of an additional dog park. Absent of council agreement, there would be no committee. The mayor also suggested that there be a council liaison to provide background guidance and information. Margie Gunther and Janelle Moore immediately volunteered and have been invaluable in their insight and knowledge. Addison Arbor Foundation also offered Judy Murray as a liaison and she was helpful in numerous ways. Slade Strickland was also generous of his time and assistance, and Michael Kashuba ably demonstrated why he is such a valuable addition to our Parks department and the town of Addison.

Unquestionably, the committee members bore the brunt of the actual work which was time consuming and done at no expense to the town of Addison. They are all passionate about their dogs, dog parks, and Addison. All made substantial investments in time and energy. Depending on size and distance, each individual dog park evaluation took from 2 to 4 hours, and members averaged seven park evaluation on the whole. Eight separate meetings consumed another 14 hours, and site evaluations added an additional 5 to 6 hours.

Most notably, Jackie, Marc, and Melinda evaluated 7 parks each, and Barbara and Ilene evaluated 13 and 12 parks respectively. Donna assisted Barbara on the minutes of several meetings. Barbara Papas was everywhere. She recapped meetings beautifully, was often the keel of the ship, and remained energized the entire journey. Her highly detailed evaluations were simply the best.

It has been a privilege and a pleasure chairing this committee and I thank you all.

Addison Dog Park Evaluation and Recommendation Committee

December 18, 2013

Dog Park History

Redding Trail Dog Park was opened in 2006. At that time, it appears that the only other dog park in the entire Metroplex was White Rock Lake Dog Park, constructed in 2001. Costs for construction of the park were greatly minimized by several factors. The park was constructed on Oncor easement, avoiding land cost which is always the largest cost in construction of a dog park. The unseen cost of the easement restrictions is the inability to include many amenities that are considered a given today, such as a rolling terrain, trees, landscaping, shade structures, and water features. Actual costs were also greatly minimized by the generosity of Addison residents such as Tom Braun.

From the outset, the park was a huge success. So much so, in fact, the six designated parking spaces at the end of LeGrande proved to be woefully inadequate at peak times, namely evenings and weekends. On street parking proved to be an irritant to a small but vocal group of residents at the southernmost end of Midway Meadows, also known as The Timbers. The issue was finally resolved with an agreement for parking spaces and the installation of a gate in the fence of the adjacent office park in exchange for concrete parking lot repair which was sorely needed. Newer, bigger, and better maintained dog parks with many needed amenities soon followed in Dallas, Richardson, Plano, Dallas again, and Carrollton, and this year new dog parks were approved and/or constructed in Lewisville and Coppell.

Maintenance on Redding Trail has been limited primarily to contract mowing and edging. Little effort or money was expended on maintenance such as weeding of dallis grass and other invasive weeds, grading, or raising and leveling the concrete seating pads or the concrete dog fountain pads. Currently, the turf is in the best shape it has been in several years. Plans call for some improvements in the current 2013-2014 fiscal year.

The Les Lac Dog Park, adjacent to the Loos Field Natatorium and Addison Town Park is rarely used, and the entry gate configuration at its north end makes it extremely difficult to access. Additionally, shade is nonexistent with the exception of the early morning hours. The long, thin rectangle shape of this park is also less than ideal.

Mission Statement

On or before March 15, 2014, the Addison Dog Park Evaluation and Recommendation Committee will submit a document to Addison City Council, City Manager and Parks Department. A thorough analysis and comparison of all dog parks within an eight mile radius of Addison will be included. The Committee will also study possible locations for additional or replacement parks within Addison. Actual or estimated cost figures will be included when known, but will not be a major component of the report. The Committee will conclude the report with recommendations and suggestions. The goal is to provide City Council with factual research information that will allow it to proceed with confidence and without delay on sorely needed upgrades or additions to Addison dog park(s).

Committee Members

There will be a total of eight to twelve committee volunteers. The ideal candidate is an Addison resident and dog owner, frequently uses the Addison dog park(s), and occasionally visits other nearby dog parks.

Billy Dreis will serve as Committee Chairperson. Currently, Melinda Cappaert and Barbara Papas have volunteered to serve as Committee Members. It is expected that the five to eight remaining volunteer Committee Members seats will be readily filled.

Addison council members Margie Gunther and Janelle Moore have volunteered to serve as liaisons to Addison City Council.

Judye Murray will serve as Addison Arbor Foundation liaison.

The first meeting will be scheduled for the first full week in January 2014. The history of Addison dog parks, the mission statement, and the goals and process of the committee will be explained and discussed. The remaining Committee Members will volunteer at that time.

The Process & Meeting Schedule, Dates, and Minutes

The process to achieve the desired goal was simple and straightforward. The results of each meeting would lead to the next logical step and clarify the primary purpose of each subsequent meeting. For example, evaluating Addison dog parks or grading potential sites for additional dog parks prior to evaluating all other dog parks would have seriously compromised and degraded the results. Evaluating all outside dog parks first allowed each committee member to develop their own personal sense of what makes a truly superior dog park. It followed that the more parks each member evaluated, and the more time spent on analysis of each park, the more knowledge each member gained.

Meeting 1. Dec. 18, 2013 – Dog Park History, Mission Statement, and Committee Formation.

Meeting 2. Jan. 7, 2014 – Description of Goals and Call for Volunteers.

Meeting 3. Jan. 11, 2014 – Current Planned and Suggested Upgrades to Redding Trail & Les Lacs w/ Slade. Initial look at Addison Town Park.

Meeting 4. Jan 15, 2014 - Summarization of Committee Goals and Objectives; Potential Site Overview w/ Slade Strickland.

Meeting 5. Jan 22, 2014 – Discussion of suggested and specific upgrades to Redding Trail and Les Lacs parks with Slade Strickland and Michael Kashuba.

Meeting 6. Jan. 25, 2014 – Introduction of dog park and potential site evaluation forms. Weekly pickup and tabulation of results reported via email.

Meeting 7. March 1, 2014 – Best features of top dog parks; Analysis of evaluation results; Grading.

Meeting 8. April 26, 2014 – Comment, clarification or corrections and approval of completed report by committee members prior to submission.

Addison Dog Park Evaluation and Recommendation Committee

Committee Formation Meeting Summary - December 18, 2013

Location: Dunn Bros Coffee

Attendees: Billy Dreis, Barbara Papas, Melinda Cappaert, Margie Gunther, Janelle Moore and Judye Murray.

Billy Dreis reviewed the Committee charter and objectives with the group. Billy, Barbara and Melinda are volunteer members. Judye Murray is serving as Addison Arbor Foundation liaison. Margie Gunther and Janelle Moore are serving as Addison City Council liaisons.

The next team meeting was scheduled for Tuesday, January 7, 2014 at 7:00PM at the Addison Athletic Club. The purpose of that meeting was to review the objectives and charter of the Committee with Addison residents that have interest in Addison dog parks and also to identify additional Addison residents interested in serving as Committee volunteers.

Addison Dog Park Evaluation and Recommendation Committee

Organization and Call for Volunteers

Meeting 2 Summary - January 7, 2014

Location: Addison Athletic Club

Committee Attendees: Billy Dreis, Barbara Papas, Melinda Cappaert, Donna Mitchell, Margie Gunther, Janelle Moore and Judy Murray.

This session was open to people interested in Addison dog parks. Invitations were made via flyers placed in the Redding Trail Dog Park as well as word of mouth. In total, 24 people were in attendance.

Billy made introductory comments regarding the purpose of the Committee. Mayor Todd Meier was in attendance and made general comments to the group about his support of the Committee. Billy provided an overview of the scope, proposed timeline and next steps. There were several questions from the audience.

Attendees with interest in becoming members of the Committee were requested to indicate such interest on the sign-up sheet. As a result, six new members were added to the Committee: Ilene Cohen, Marc Bart, Jackie Bart, Katie Nelson, Mary Sullivan and Janine Brand. In addition, Donna Mitchell had already indicated interest in becoming a member prior to the meeting.

The next meeting was scheduled for January 11.

Addison Dog Park Evaluation and Recommendation Committee

Meeting 3 Minutes – January 11, 2014

Location: Redding Trail Dog Park, Addison Town Park and Les Lacs Dog Park

Attendees: Billy Dreis, Melinda Cappaert, Barbara Papas, Jackie Bart, Marc Bart, Donna Mitchell, Juli Branson, Janine Brand, Cheryl Richardson, Katie Nelson, Mary Sullivan, Greg Southerlin, Judy Murray. Margie Gunther

Billy initiated the discussion regarding potential improvements to the Redding Trail Dog Park. He noted that the current city plans already include lifting of the concrete pads under the benches and water fountains. He also noted that the water fountain in the small dog park had been tilted. The other potential improvements and questions discussed were:

- Grading, filling and re-sodding of both the small and large dog areas - There was general agreement that this is a high priority. (A comment was made that mulch was being considered as an option but the group consensus is that this is not a good idea.)
- Additional seating and shade over the benches
- Sprinkler systems – there was a question whether sprinkler systems are in place or not in both the large and small dog parks
- Constant fill water bowls – there also was discussion regarding the theft of water bowls in the park.
- Concrete pads around fountains
- Extended hours to accommodate people that work and be more consistent with hours of other Addison parks
- Landscaping (trees), water features, hills, agility equipment were mentioned as desirable but limitations were noted due to Oncor easement. Will continue to explore, particularly any landscaping options.
- Lighting – desirable but again options need to be explored in light of Oncor limitations.
- Security (cameras?) – this was mentioned after the general discussion especially with numerous car break-ins experienced last year.
- Hoses – added after the general discussion.

There was a brief discussion of Redding Trail vs. other dog parks in the area. It was noted that the Wagging Tails Dog Park on Keller Springs was initially very nice but currently has some issues such as mud and parking. Also both Wagging Tails and North Bark Park on Gramercy are often closed for maintenance/other issues which results in additional people visiting the Redding Trail Dog Park.

There was a brief discussion regarding the Addison Animal Control Department and Officer.

The group then convened to Addison Town Park which has been identified as a potential new dog park site. There was group consensus that this is an attractive site. There were only 2-3 people at the park at the time of our visit (about 2 PM on Saturday) and Billy noted that he has observed very little traffic during his visits to this park. Billy commented that the current Addison dog parks are on Oncor property and are being maintained at a very low cost to the city. Planned renovation projects in Dallas for White Rock (\$1M) and cost of North Bark park (\$1.5M) were noted.

Regarding the possibility that Addison Town Park could be subdivided to define a Dog Park within its current boundaries: Need to define the proposed Addison Town Park Dog Park area to be subdivided and potential improvements (construction of fences within the existing park area to define Dog Park, additional concrete, recirculating water element added, etc.)

A proposal was discussed that might suggest this subdivision of Addison Town Park would be for a "large" Dog Park only. Thus including an improvement plan to turn the Les Lac Dog Park across the street (Sidney) to be enhanced as a "small" dog Dog Park only. It was agreed that the smaller Les Lac Dog Park needs a proposal to at least have added amenities such as extra seating, etc. A strong suggestion was made to open the existing South Gate to the Les Lac Dog Park (currently padlocked) for the public/Dog Owners to have easier access to that Park. Reasons for previous objections to opening that gate were discussed.

Addison Dog Park Evaluation and Recommendation Committee

January 15, 2014 Minutes – Meeting 4

Location: Addison Athletic Club

Attendees: Slade Strickland (Addison Parks Director), Billy Dreis, Barbara Papas, Judye Murray, Donna Mitchell, Juli Branson, Janine Brand.

Billy summarized the objectives and goals of the Committee.

Slade said he was very supportive of working with the Committee on this project. He reviewed current plans for the Redding Trail Dog Park as well as some of the restrictions we have since it is located on an Oncor easement.

- ONCOR Restrictions: Nothing vertical to be added, unless outside of their property. There may be some things that could be negotiable with ONCOR.
- Currently in budget (for the large dog park only): replace concrete pads under current benches and also add benches and pads; also to make changes for ADA-Compliance (i.e., facilitate handicap access). Also plan to re-grade turf and re-plant grass. The resurfacing and resodding will be executed during the Summer of 2014. The park will be closed during this time; this may be as long as one month.

The Committee members discussed suggestions for improvements for the Redding dog park:

- All agreed that we need more benches for seating, possibly shaded canopy structures if allowed by ONCOR. Slade indicated that the cost of installing new benches (no canopy) with pad cost = \$1200 each.
- Need for better water fountain systems - possibility of "constant watering systems" suggested.
- Suggestion to approach Marriott Corp for permission about adding shade vegetation such as Crepe Myrtles on South side of Redding dog park. Slade commented that this proposal might be acceptable to Marriott. Committee

member suggested that volunteers could do the planting work, with Addison/Marriott supplying the plants.

- Committee Member asked Slade about adding lighting and extended hours to Redding Dog Park - Slade suggested that lighting would probably be easier if it was placed on the Office in The Park side of the Park, with lights facing South to cover the Dog Park areas. ONCOR would not allow lighting to be added within the easement areas that they control. Slade commented that the city of Addison has ongoing agreements with the Office in the Park management.

The discussion then focused on potential sites for other dog park areas. Slade provided a hand-out with a map of current park areas and he commented on the most likely sites that might be possible for a dog park. Some of the sites discussed were:

- Subdivide Addison Town Park
- ONCOR-owned property (2.5 ac) off Addison Rd & Westgrove – this site is currently owned by ONCOR and it is unlikely they would relinquish ownership; thus the possibility that that they may want to reclaim the site for future use was noted.
- Park off Sojourn and Westgrove in North Addison (Map reference #1) – This is a residential area and problems such as parking and entrance access were noted.
- Quorum north of Keller Springs (map reference #4) – not developed; seemed unlikely.
- Addison Circle at Quorum north of Lindbergh (Map Ref #13) - might have to be a temporary dog park. City may have future development plans for this site. Value of land and future plans will be obstacles to approval/plans. Pros and cons discussed about temporary status of this site.
- Vitruvian/Brookhaven College - Parking issues, cooperation with Brookhaven College could be obstacle. Availability of their land unknown at this time.
- Belt Line Road at Winwood (west of Addison Finance building) – this is a very nice area with lake and gazebo but parking would be a problem.

There was also some discussion regarding potential joint ventures with companies or wealthy individuals who might be willing to provide funding for dog park improvements or a new site. This was noted as an option for consideration but not the current focus of the Committee efforts.

Billy summarized by stating that the Committee will look at 4 or 5 of the sites as part of the team's evaluation. Slade also agreed to schedule a follow-up meeting which has been confirmed for January 22 at 11 AM.

Addison Dog Park Evaluation and Recommendation Committee

Meeting 5 minutes - January 22, 2014

Location: Addison Athletic Club

Attendees: Slade Strickland (Addison Parks Director), Michael Kashuba (Addison's landscape architect), Jay Ihrig (Addison Arbor Foundation), Judy Murray, Billy Dreis, Barbara Papas, Donna Mitchell, Janine Brand, Ilene Cohen, Jackie Bart.

I. Redding Trail Dog Park

Michael provided information regarding the estimated dimensions of the dog parks and projected an aerial overview of the area to facilitate team discussion. Billy will confirm dimensions on Saturday.

Park Dimensions:

Small dog park: 78.5' x 67'

Large dog park: 156' x 86'

Slade stated that the following are already approved in 2014 Budget (have until September 30 to complete):

- For large dog park: light regrading, re-sodding, enlarge 1 Concrete Pad on South side, Extend Entrance Concrete Pad to make ADA compliant, add a bench or two.
- For small dog park: add a bench or two.

There was discussion regarding placement of benches in both parks and a specific request to avoid placing new benches next to disposal cans. It was noted that one of the benches in the large dog park area needs repair.

Slade and Michael reviewed the issue of the restrictions imposed by Oncor and the resulting limitation on potential improvements. The Committee discussed with Slade and Michael the possibility of additional improvements in light of the Oncor restrictions such as:

- Canopy structures over some of the benches
- More benches and pads in both parks
- Shade plants on South side with Marriott cooperation

- Additional lighting on Office in the Park side with their cooperation
- Improvements to the fountains in both parks; Jackie is sending photos of Klyde Warren Dog Park with a special water feature. The team will explore other ideas.
- More social friendly areas; there was discussion regarding limitations given park space and pros and cons of adding tables.

Slade noted that it might be possible to fund some additional improvements this year if additional savings are realized in the current budget.

There was a request to consider extending the hours for the Redding Trail Dog Park. Slade responded that it was possible to make hours consistent with other Addison parks and that the town is in the process of changing the signs for the dog park area. Slade also noted that the signs would contain contact numbers to irrigation technicians to expedite repairs. Slade commented that it may be possible to finish work on the Redding Trail Dog Park by May or June 2014. The large dog park could be closed for as long as 4-6 weeks, with possible partial access during some phases of construction.

II. Les Lac Dog Park

The discussion then moved to the possibility to use the Les Lacs dog park during the construction period. Billy initiated the discussion regarding the possibility to add a South dog park entrance gate. The cost of opening the South gate entrance was discussed. It was noted that the entrance would have to be ADA-compliant. The potential cost to open the gate, including ADA compliance, could be \$5-10K.

Slade noted previous strong objections by Les Lac subdivision residents to opening of the South entrance years ago. He is not aware of current residents' stance on opening that gate. Billy presented Crime Reports from Addison Police Department indicating low crime in that area. A suggestion was made to consider a gate to subdivide the dog park in order to address the possible concerns by local residents about the opening of the South gate. Slade suggested that the Committee address the request to open the South side entrance in the Committee report.

Billy suggested that in the future the Les Lacs dog park could be used for training purposes, including the addition of agility equipment.

Billy noted that the objective of the next meeting would be to start the process to compare various dog parks in the area.

Addison Dog Park Evaluation and Recommendation Committee

Meeting 6 minutes - January 25, 2014

Location: Addison Athletic Club

Attendees: Billy Dreis, Barbara Papas, Donna Mitchell, Melinda Cappaert, Janine Brand, Ilene Cohen, Cheryl Richardson, Juli Branson.

Billy initiated the meeting by stating the purpose of the meeting was to start the process of a) evaluating area dog parks and b) reviewing potential sites for an additional dog park in Addison.

There was discussion regarding the weekly newsletter from the mayor and other improvements being pursued in Addison. Billy mentioned that the Addison Dog Park Evaluation and Recommendation Committee has the support of the mayor and all the city council members. There was discussion regarding the current budget (\$40K) for improvements to the Redding Trail dog park (more information on the plans is in the January 22 minutes) as well as the possibility of opening the south gate entrance to Les Lacs so that it can be used when the Redding Trail Dog Park areas are closed. Billy noted past support from the bond committee members (39 of 43) to provide such south gate access.

In preparation for the report which is to be provided to the mayor and city council, each team member should prepare separately the evaluation of local area dog parks and review the potential additional dog park sites in Addison. The purpose is to get each team member's individual input; the results will be compiled and summarized after the evaluation process is completed. Billy provided the forms to be used for the process. While specific instructions were not given as to which dog parks to visit, team members were encouraged to visit as many different sites as possible. Billy stressed the importance of accuracy in information to be provided as each member fills out the forms.

In terms of size, it was noted that the small dog park at Redding Trail is only .16 acres and the large dog park is about .34 acres in size.

There was some discussion about additional notes that could be included on the forms such as specifying the number of benches and fountains in each dog park as well as the weather conditions and time/date of each visit.

Addison Dog Park Evaluation and Recommendation Committee

Meeting 7 Minutes - March 1, 2014

Location: Addison Athletic Club

Attendees: Billy Dreis, Barbara Papas, Donna Mitchell, Ilene Cohen, Juli Branson, Jackie Bart, Marc Bart, Greg Southerlin.

Over the past 5 ½ weeks, team members have visited various dog parks in the DFW area and also potential new dog park sites in Addison. Evaluation forms have been collected from the team members for these site visits during this time. This meeting was a working session to review the results of the team members' visits.

Billy initiated the meeting by asking team members to identify key features of dog parks considered most important based on their visits to various dog parks. A list of these key features was collected and will be included in the final report. Billy then showed a summary of the surveys completed by the team members. In total, 16 different dog parks were visited in the DFW area (not including Redding Trail and Les Lacs dog parks). As expected, most members visited nearby North Bark and Wagging Tail dog parks as well as the dog parks in Lewisville and McKinney. There was discussion about the evaluation process and also the ratings of Addison's Redding Trail and Les Lacs dog parks relative to the other parks.

The discussion then turned to the evaluations of the potential sites. The five site locations were reviewed to ensure team members understood the available size of a new potential dog park at each site. There was discussion of pros and cons of the various sites, including size, existing shade and proximity to road traffic.

Billy stated that he would be preparing a draft of the final report and would review this with the team at the last team meeting. Barbara is preparing a summary spreadsheet of the results of the dog park and potential site surveys that will be included in the final report. The goal is still to have the report completed by March 14th so the last team meeting will be scheduled before then.

Addison Dog Park Evaluation and Recommendation Committee

Meeting 8 Minutes – April 26, 2014

Location: Addison Athletic Club

Attendees: Billy Dreis, Barbara Papas, Donna Mitchell, Juli Branson, Jackie Bart, Marc Bart.

Over the past few weeks, Billy Dreis completed a draft of the final report for submission to the Addison Mayor and City Council. This meeting was a working session to allow team members to review the report and provide additional input. The report was comprehensive and included: the team mission, the minutes from the team meetings, the survey forms and results from the team's visits to area dog parks and potential locations for a new dog park in Addison, summary of the most desirable features of a dog park based on the team discussion in the last meeting, summary of the team's top 5 rated area dog parks, evaluation of potential new sites and a summary of recommendations.

The first part of the meeting was allotted for review of the report by the team members. A general discussion followed during which each team member could provide their comments. In general the team consensus was the report was well done and there were no areas of significant disagreement noted. The discussion focused for the most part on prioritizing the key features of a desirable dog park and the written summary of recommendations. Billy raised some additional points for consideration by the team following the general discussion. Billy then showed the team a layout of the top rated potential dog park location, Addison Town Park. He noted that the location would accommodate both large and small dog parks that could be much larger than the Redding Trail dog park, while leaving the existing outer walking path and the playground in place.

Billy stated he will revise the report based on the input from the team and then submit the final report to the Mayor and City Council for consideration. Billy adjourned the meeting and stated he will then make available a final version of the report to the team and will notify the team members when the topic will be discussed at the City Council meeting.

Evaluation Forms

Separate forms were developed for dog parks throughout the metroplex as well as potential additional Addison dog park sites. Examples are on pages 20 and 21. The format was a checklist that produced a large amount of detail in a quick and concise manner. More importantly, it was stressed to committee members that the best evaluations would derive from those that took the time to write detailed comments or notes on what differentiated this particular park to make it unique or special. The result would be an evaluation that would enable a person to get a reasonably clear picture of the attributes singular to that particular site.

Ratings

Dog park evaluations were graded on a three step scale. **Below Average – 1 through 3; Average – 4 through 6; and Above Average – 7 through 10.** The higher the number, the better the park. The top 5 parks scored from 6.4 to 7.8. A brief description of these "best" parks begins on page 22 followed by scores on both Addison dog parks beginning on page 23.

Potential site evaluations were graded in five steps since five sites was the amount ultimately deemed worthy of consideration. In this case, **a score of 1 became the best site, a score of 2 was second best, etc.** Scores and a brief description of each begins on page 26.

Results

What began as a plan to evaluate 6 to 8 area dog parks (8 to 10 with the addition of both Addison dog parks) within a 8 to 10 mile radius of Addison quickly expanded to a total of 17 (19 with Addison) dog parks evaluated. The 8 to 10 mile radius plan quickly expanded to 35 to 40 miles, one way. When complete, eight committee members had completed an impressive total of 68 individual dog park evaluations.

Potential sites were winnowed to a total of five. Eight members did a total of 34 site evaluations, another impressive total.

Dog Park Evaluation Form

Prepared By _____ Date _____

Dog Park Name _____ Address _____

Hours of Operation _____ Days of Operation _____

Parking (ex. Limited, Sufficient, Plentiful) _____

Parking Proximity – Less than 100 yds. _____ 100 to 300 yds. _____ More than 300 yds. _____

Separate Small and Large dog parks? Yes _____ No _____

Dog Park Rule Signs Prominently Posted? Yes _____ No _____

Lighting? Good _____ Fair _____ Poor _____ Yes _____ No _____

Perceived Security (do you feel safe?) Yes _____ No _____

Separate Leashing / Unleashing Area? Yes _____ No _____

Size of Small Dog Pk.- SM. (< .25 ac.) _____ MD. (.33 to .45 ac.) _____ LG. (more than .5 ac.) _____

Size of Large Dog Pk. - SM. (< .75ac.) _____ MD. (1.0 - 1.25 ac.) _____ LG. (1.33 ac. +) _____

Sufficient Watering Stations? Yes _____ No _____ Constant Fill? Yes _____ No _____

Water Features? (i.e., pond for large dogs) Yes _____ No _____ Rinse Area? Yes _____ No _____

Variety of Landscape Materials? Yes _____ No _____ Surface – Grass? _____ Mulch? _____ Other? _____

Mature or Immature (underline one) Shade Trees? Yes _____ No _____

Varied Terrain or Topography? Yes _____ No _____ Shade Structures? Yes _____ No _____

Man Made Play Structures (such as ramps, tunnels, jumps) ? Yes _____ No _____

Ample Seating? Yes _____ No _____ Benches? _____ and / or Picnic Style? _____

Restrooms (within 150 yards)? Yes _____ No _____ Separate training area? Yes _____ No _____

Your grade on this park _____ 1 -3 (below average); 4 -6 (average); 7 -10 (above average).

Additional Comments:

Addison Potential Dog Park Site Evaluation Form

Prepared By _____ Date _____

Site Location _____

Parking Availability (ex. Limited, Sufficient, Plentiful) _____

Parking – Less than 100 yds. ___ 100-300 yds. ___ More than 300 yds. ___

Does It Appear that Lighting (Yes ___ No ___) and Water (Yes ___ NO ___) Are Currently Available?

Is There Shade? Non existent ___ Limited ___ Plentiful ___

How large a dog park will this site accommodate?

For Small Dogs SM ___ MD ___ LG ___; For Large Dogs SM ___ MD ___ LG ___

Describe any additional topography or landscaping that make this site attractive. _____

Restrooms (within 150 yards)? Yes ___ No ___

Does this area feel secure? Yes ___ No ___

Do you think any adjacent residences or businesses would be disturbed by a dog park on this site? Yes ___ No ___ Please explain _____

How would you personally rank this site as a potential dog park? 1st choice ___

2nd choice ___ 3rd choice ___ 4th choice ___ 5th choice ___ last choice ___

Additional comments _____

Addison Dog Park Evaluation and Recommendation Committee

Team members were asked to rate dog parks in the DFW area as well as rank the potential new sites for a dog park in Addison. The results are summarized below:

DOG PARK EVALUATION SURVEY

Dog Park	Location	Barbara Papas	Billy Dreis	Donna Mitchell	Ilene Cohen	Jackie Bart	Marc Bart	Melinda Cappaert	Greg Southerlin	Ave rating	Total visits
North Bark	Far North Dallas	7	9	10	10	5	7	7	7	7.8	8
Wagging Tails	Far North Dallas	6	8	6	8	6	6	7	4	6.4	8
Railroad Park	Lewisville	7	5		9	10	8	8		7.8	6
Central	North Dallas	5			3	4	5	5	6	4.7	6
Bonnie Wenk	McKinney	6	7	8	8			7		7.2	5
Ruff Range	Frisco	8	7		8			8		7.8	4
Man's Best Friend	Dallas (Klyde Warren)	4				9	5			6.0	3
Bark Park Central	Dallas (Deep Ellum)	4	4		8					5.3	3
Jack Carter	Plano	4	6		4					4.7	3
City of Irving	Irving	6	6							6.0	2
Ft. Woof	Ft. Worth				9					9.0	1
Canine Commons	Allen	6								6.0	1
Coppell	Coppell		6							6.0	1
Meadows Foundation	Dallas				6					6.0	1
Westchester Community	North Dallas								6	6.0	1
Central Bark	Grand Prairie		5							5.0	1
White Rock	Dallas			3						3.0	1
Redding Trail	Addison	4	3	4	4	7	5	4		4.4	7
Les Lacs	Addison	3	2		2	7	4	3		3.5	6
Total visits		13	12	5	12	7	7	8	4	68	68

POTENTIAL SITE SURVEY

Sites	Barbara Papas	Billy Dreis	Ilene Cohen	Jackie Bart	Juli Branson	Marc Bart	Melinda Cappaert	Greg Southerlin	Average
Addison Town Park	1	1	1	1	3	1	1	1	1.3
Quorum Park	2	4	4	2	1	2	2	4	2.6
Arapaho/Quorum	3	2	3		2		3		2.6
Sojourn Park	4	3	2	5	4	4	4		3.7
Oncor Westgrove	5	5			5	5	5	5	5.0

The Five Best Dog Parks In The Metroplex **Scoring 1-3 Below Avg.; 4-6 Avg.; 7-10 Above Average**

North Bark Score – 7.8 4899 Gramercy Oaks Dr., Dallas

This park tied with two others as the best park. At \$1.9 million, it reflects how Dallas has committed to stepping up their best effort in each successive park. At 140+ parking spaces, it easily outstrips every other park. Steel 4 ½ foot fencing gives it an open and inviting feel. Flagstone paved walkways and large limestone blocks for seating are beautiful and unique. There is a large separate pond for water loving dogs. Best water stations and disposal bags of any park. A shady grove of immature trees gives some shade relief in the large park, though none exists in the small dog park. This is easily one of the top 2 or 3 parks from a design standpoint. No lighting, not enough shade, and not enough watering stations degraded the score. A shaded pavilion with a park type barbeque grill sits between the parks. The park is closed Tuesdays.

Lewisville Railroad Park Score – 7.8 1301 Railroad St., Lewisville

Toyota of Lewisville Railroad park is the official name of this new park. It is the only municipal dog park with corporate sponsorship. The total park is huge, encompassing several soccer fields, baseball diamonds and a large skateboard park. Some members that own large dogs scored this park high based primarily on the five acre size of the large dog park. At five acres, it far exceeds all other dog parks in size. Restrooms (not port-a-potty's) and a large covered vending area are also features not normally found. Both large and small parks had only a single watering station located near the entrance and they were turned off for three months in winter. It was strange to see numerous users bringing in gallon containers of water that they were happy to share. Shade in the parks was essentially nonexistent, but several 2"-2 ½' trees have been planted. There is a shade pavilion between the parks but none actually inside the park. There is a total lack of planting in the parks, but the fairly extreme changes in topography add considerable interest. Cyclone fencing was likely the only feasible choice for a park of this size. Even on weekdays, this is a very popular park. The park has lighting and is open daily.

Ruff Range Dog Park Score – 7.8 4th Army Memorial Rd., Frisco

Like Addison, Frisco almost always gets it right the first time. And this is a great example. The entry is well designed, with a steel " Ruff Range" cutout mounted on a rail fence. Another Top 5 Park with that attractive, airy steel fence. Winding flagstone bench style seating. This park is loaded with the aesthetics you would expect of Frisco. Steel dog breed cutouts welded on the steel fence is attractive from both sides. Mature and immature trees are plentiful. Old fire hydrants (2) are set in open turf areas and are well used by male dogs. A sense of fun and humor permeates the park. Everybody loves this park and that is part of the problem. 150 dogs, or more, and their owners is common on weekends. Parking, which looks to be more than ample on weekdays, is woefully short on weekends. Like North Bark, it lacks lighting. The park is closed on Thursdays, but the park is busy due to the dysfunctional magnetic locks.

Bonnie Wenk Dog Park Score – 7.2 2996 Virginia Pkwy., McKinney

This is another new park and it has several unique features. A shoe brush to clean your shoes on departure is a first, and likely a good idea since the entire park is covered in mulch, much disliked by the users. A spray feature is also unique in design and can be user operated (turned on and off) but appears to be seldom used. Variety in topography is due to being situated on a creek bank. 2" x 6" mesh is unique. The lighting is antique style and very attractive. Seating is more plentiful than most parks and is of the mounted table and chairs style. Nice. Once again, this is a

dog park with single watering stations near the entrance, a design that creates congestion and excess wear. The water station is constant fill which is definitely an upgrade. It is obvious that this park had a stringent budget in mind, but residents of the area are thrilled to have it. Parking, ample on weekdays, is very crowded on weekends. This park is close to the size of North Bark.

Wagging Tails Dog Park Score – 6.4 5841 Keller Springs Rd., Dallas

Built after Redding Trail in 2006, and after Jack Carter Park in Plano in 2010, but three years before North Bark, this park has been very popular from its opening. Many Addison residents use this park on a regular basis. It is very attractive with great aesthetics and varied topography, even in the parking lot. It is the third of the Top 5 parks with the iron rod fencing, which gives a open and inviting feel to the park. Parking is only sufficient on weekdays; nice weekends are almost impossible, but parking is allowed on the north side of Keller Springs. There is no lighting in the park. The park is closed on Mondays, which often makes for a busy day at Redding Trail. Wagging Tails was Dallas second dog park and the improvements are huge when compared to their first effort at White Rock Lake in 2001. Conversely, North Bark, built just three years after Wagging Tails, is a much bigger and better park. Dallas has learned their lessons well. Steel dog breed cutouts, the fire hydrants and a creek side / trail setting make this a popular and enjoyable park that is being loved to death as shown by the over worn turf.

Addison Dog Parks

Redding Trail Dog Park Score 4.4

As just the second dog park in the metroplex when built in 2006, Redding Trail speaks volumes about the "I'm on it!" attitude of Addison employees, council and residents. Who could have possibly foreseen the explosive growth of dog parks locally, statewide and nationally in just the eight ensuing years? Our area now has over 25 dog parks, possibly 30, and more are being built at the rate of 3 to 5 per year. And park departments are learning that "bigger" and "more" is better. As an example, White Rock Lake Dog Park was built in 2001 for under \$400,000. The current expansion / upgrade / renovation, due to be complete in May, was budgeted at \$1,456,000. North Bark, the newest Dallas dog park, was budgeted at \$1,950,000 and included almost 150 concrete parking spaces. On weekends, it is not unusual to see almost all spaces filled.

Our residents love Redding Trail, but the restrictions in place by Oncor will never allow this dog park to achieve high average or above average status. No trees or covered seating inside the dog park are limitations. Its size is less than half of any other municipal dog park. Lighting could and should be added with via an agreement with Office in the Park. Additionally, nominal shade could be added with a similar agreement Marriot Courtyard to allow planting of yaupons or small trees between the parking area and South fence. To many users of the park, it appears that this park does not attract as many residents as it did in prior years. Without question, some percentage of residents use nearby parks, at least occasionally. June through October sees this park get the bulk of its traffic after 5:00PM, even on weekends.

The upgrades budgeted for this fiscal year should be complete around the first of June, but the underlying limitations remain.

One additional note: Redding Trail is the only dog park that located the watering stations in the middle of the park, which is a definite plus. The majority of dog parks locate them near the entrance, creating congestion, mud, and beat down turf very near the leashing / unleashing area.

Addison Dog Parks (cont.)

Les Lacs Dog Park Score 3.5

This park is readily available to very few residents, and is used by fewer still. There is precious little shade, none with seating. The park is extremely narrow, and opens only on the North end. Unfortunately, this is several hundred yards from any available parking. It is largely a dog park in name only.

Twelve months of the year, this park has the best turf of any dog park in the area, simply because it is seldom used. Requests to put a gate at the South end, first touted by the Parks sub-committee of the Bond Activity Committee, have had no effect.

This park needs a purpose, a reason for being. Dog park Committee members have developed two solutions that we think have merit.

First, the park could be cut in half, with fencing across its width. The south end of the park could be a training park for beginner, intermediate, and advanced obedience training. People that experience this with their dog enjoy it immensely, and a well behaved dog is a pleasure to be around. Training would be by licensed professional trainers. For training purposes this park is close to a perfect size. Residents could pay a nominal amount, say \$80, for a 6 week course with 75% going to the instructor and 25% going to the city for maintenance.

Another idea was to set the park up for agility training with a teeter board, hurdles, ramp and table. Agility training is a sport engaged in by all breeds and sizes. There are many dog training games as well, such as fly ball, which a undersize park such as Les Lacs could easily accommodate.

Conversely, Les Lacs could be used as a back up to any temporary closure of Redding Trail or potential new dog park.

The real point is that there is enough brain power in Addison to turn this "almost a dog park" into an asset.

To Me, A Great Dog Park Has

We engaged in a unique exercise after all dog park evaluations and potential site evaluations had been completed. Before posting the tabulated results, this question was posed. "After all you have learned in studying such a variety of dog parks, what is the single most important thing that makes a great dog park to you?" Each member went in turn. You were not allowed to repeat an answer that was previously given. Thirty different responses were consolidated where possible. The first eight items were listed as "must haves" to be considered as an above average park. Rank was different for each member, but is roughly in general order of importance.

- 1. Size** – In this case, size does matter. Anything less than .25 acres for small dogs and 1.25 acres for large dogs created excessive turf wear and congestion at peak times.
- 2. Parking (Close and Plentiful)** This is common on all the best parks.
- 3. Plentiful Shade** – Large mature trees and / or pavilions. This is the most common fail of even the best dog parks.
- 4. Security (Safety) and Lighting** – Cameras w/ warning signage. All of the park should be visible. 4 of the 5 best parks had lighting.
- 5. Plentiful Seating** – Picnic style, benches, rock landscape walls, & fixed tables and chairs. This is the second most common failure.
- 6. Aesthetics** - Lush landscaping, bone shaped benches, steel dog breed cutouts on steel fences, flagstone paved walkways, etc. contribute to a cohesive whole. North Bark, Wagging Tails, and Ruff Range are prime examples.
- 7. Steel Fencing** - Four the five top ranked parks had steel fencing ranging from 4 to 4 ½ feet tall. Extremely attractive, it gives an open and airy feeling.
- 8. Watering Stations That Work** – all the time, such as at North Bark. Constant fill was also a preference. They should be centrally located in the park and away from the entrance, where even the best parks place them, leading to congestion and badly worn turf.

Worth mentioning were these additional features...

- 9. Clearly Posted Rules.**
- 10. Restrooms and Vending Machines** – Cost is the primary obstacle here but is becoming available at a few of the newer parks.
- 11. Rinse Station; Spray Area** – A majority of the best parks have some version of these.
- 12. Large Dog Pool** – Very popular with the large breed water loving dogs such as Labradors and Retrievers, the two most popular dog breeds in America.

Potential Site Evaluations

On January 15, 2014, the Committee met with Slade Strickland to review possible sites for a new Addison dog park. Slade provided the committee with packets of Addison Real Estate Inventory. Seven sites were selected with guidance, advice, and suggestions from Slade. Following the meeting, two sites quickly fell off the list. Those sites were deemed too valuable in either current or future use to be considered. The remaining sites were to be evaluated after all dog park evaluations were complete. The reasoning was that doing the dog park evaluations first would build our base of knowledge on what makes for an exceptional dog park. The process worked well; the more dog parks each member evaluated, the better each was able to fairly judge the sites in question.

Rather than scoring, as with the dog park evaluations, the sites would be graded from 1 to 5. A 1 would be your first choice, 2 would be your second choice, etc. In this case, we will start from the bottom, the fifth choice, and work to the first choice. The scores are the average of all scores for each site.

5. Oncor property on Addison Rd. Score – 5

The only unanimous choice in the group, this property is unattractive in so many ways it is not worth detailing. Additionally, there is no reason to believe that Oncor has any desire to sell or even lease the property.

4. Sojourn Park Score – 3.7

This is a very attractive park and it is easy to envision a dog park there. However, it has at least two major deal breakers. First, parking is iffy and is approximately 600 – 800 yards away. Second, patio homes are very close by on the South and apartments are almost as close on the North. It is very doubtful that either entity would be pleased with a dog park.

2. (Tie) Arapaho / Quorum / Spectrum Score - 2.6

This parcel is large, accessible, and is a blank canvas. Given enough money, this could be made into an exceptional dog park. And there's the rub. At three million dollars in land value, it costs more than twice the land value of Addison Town Park. It would take a wealthy and generous town indeed, to turn this parcel into a dog park.

2. (Tie) Quorum Park Score – 2.6

This another gem of a park. It is doubtful that most Addison residents are even aware of this park or know of its attractive water feature. Many members really liked this park, but none of us could envision how a large and small dog park could possibly fit in the small space in the southern end of the park that Slade referenced. And parking is near nonexistent, with about eight slots for the entire park.

One member said "Why not a park just for small dogs?". Donna Mitchell then added the info that she was the property manager for many years of the apartments immediately adjacent to Quorum Park on the west side and dogs were allowed only up to 25 to 30 pounds. Juli Brunson added that Addison Circle is less than a ten minute walk away and many residents in the area have small dogs. A small dog park about the size of Redding Trail would easily fit in Quorum Park. Relatively small costs, plentiful shade, a very attractive park, and a "walk to" neighborhood dog park all add up to a feasible and economical solution for small dog owners in the Addison Circle area..

Potential Site Evaluations (Cont.)

1. Addison Town Park Score 1.3

Town Park was the unanimous first choice of all but one member. No other park was close to this level of agreement. Within the steel fenced perimeter, the park measures 390 feet along the North to South axis and 290 feet along the East to West axis. This is a total of 113,100 square feet which equates to slightly over two and a half acres.

Considering the dimensions of Redding Trail Dog Park (see pages 11-13), Town Park could easily accommodate a small dog park that is 60 to 80 percent larger than Redding Trail and a large dog park twice the size of Redding Trail. The larger sizes at Town Park would place both parks in the "Medium" range. Both parks at Redding Trail are "Small" size category.

There is a 12 foot wide outside perimeter walking path on the Northwest, West, and Southwest sides which reduces to a 6 foot wide path around the balance of the perimeter. The dog park can easily fit 10 to 15 feet within this outer perimeter.

Best of all, the playground area and all entry points can remain as they are today.

Infrastructure, almost always second in cost only to the land cost, is largely in place. The total park is fully irrigated and interior existing 6' wide walkways can be incorporated into the design. Town Park is already lighted; electrical connectivity is not a concern.

Parking, often a large expense and real stumbling block, is both close and plentiful. Though there are only about 14 to 16 designated parking spaces, legal parking is available on Woodway (east side of the park) and an agreement with Loos Field adds acres of additional parking.

Landscaping and shade, normally a large percentage of the total dog park cost, often gets short shrift in many dog parks. Trees often are incorporated only where they previously existed. Usually they are few in number, sparse, and offer little shade. Worse, they often are in the wrong place. This is not the case at Town Park. Large mature trees are in abundance. Red oaks, live oaks, cedars, cedar oaks and a few hackberries shade the majority of this park. This is a huge plus for six months of the year. Some heavy pruning by Parks last year has allowed turf to thrive where it had been nonexistent previously. The high costs of man made shade structures are unnecessary in this park.

Terrain and topography are additional pluses. There is enough elevation change to make things a bit more interesting. A flat and empty turf area creates little eye interest.

Security has not been a valid issue at this park although it is understood that a few residents perceive it to be. The facts are that the opposite is true. Addison Town Park has statistically proved to be one of the safest in Addison.

Crime stats (see page 29) provided by Capt. Paul Spencer of Addison PD show only 10 total incidents in the three year period of 2010 through 2012 (most currently available figures). Of the three most serious, (evading, assault, and public intoxication) all originated from the adjoining apartments but the actual arrests were made in the park. "Not even a blip on the radar" was the response from Capt. Spencer when asked to compare crime in Town Park to our other parks.

It is likely a safe bet to state that most residents have no idea of the location of Addison Town Park. Upon seeing Town Park for the first time, many residents believe it to be one of Addison's most beautiful parks. Additionally, a Town Park Dog Park would be very attractive to the burgeoning Vitruvian neighborhood. It is unquestionably one of our most underutilized parks. Rarely are more than two or three people in the park at any time. It is a waste to see such a beautiful asset not brought to its potential.

Summary

As previously noted, the explosive growth of dog parks of the previous five to ten years continues unabated. Pet food companies and pet stores nationally have experienced annual growth in excess of twenty percent each of the last five years. Two thirds of that business is due to dogs. People that once were enamored of only a single registered breed have discovered the joy of animal rescue. What could possibly be better than saving a life? Rare is the dog owner that doesn't say "He's (she's) family."

According to Kevin Kimbrell, almost one third of Addison residents own at least one dog, some five to seven percent higher than the national average.

The Addison Dog Park Committee recommends the City Manager, Addison Town Council, and Addison Parks Department consider the following points in all current and future budget discussions.

- 1 .Prioritize adding a dog park to one of our most underutilized parks, Addison Town Park.**
- 2. Consider placing a small dog park in the southernmost end of Quorum Park for the benefit of nearby residents such as Addison Circle and Bent Tree Trails Apartments.**
- 3. Continue to address the issues of the absence of lighting or shade at Redding Trail Dog Park.**
- 4. Create a plan to make better use of Les Lacs Dog Park.**

The Addison Dog Park Evaluation and Recommendation Committee are willing to offer any assistance as may be required in the implementation of these goals.

Subject: RE: Town Park Stats
From: Paul Spencer (pspencer@addisontx.gov)
To: billydreis@att.net;
Date: Monday, December 16, 2013 3:37 PM

Town Park
 3799 Sidney
 Dr
 1/1/2010 - 12/16/2013

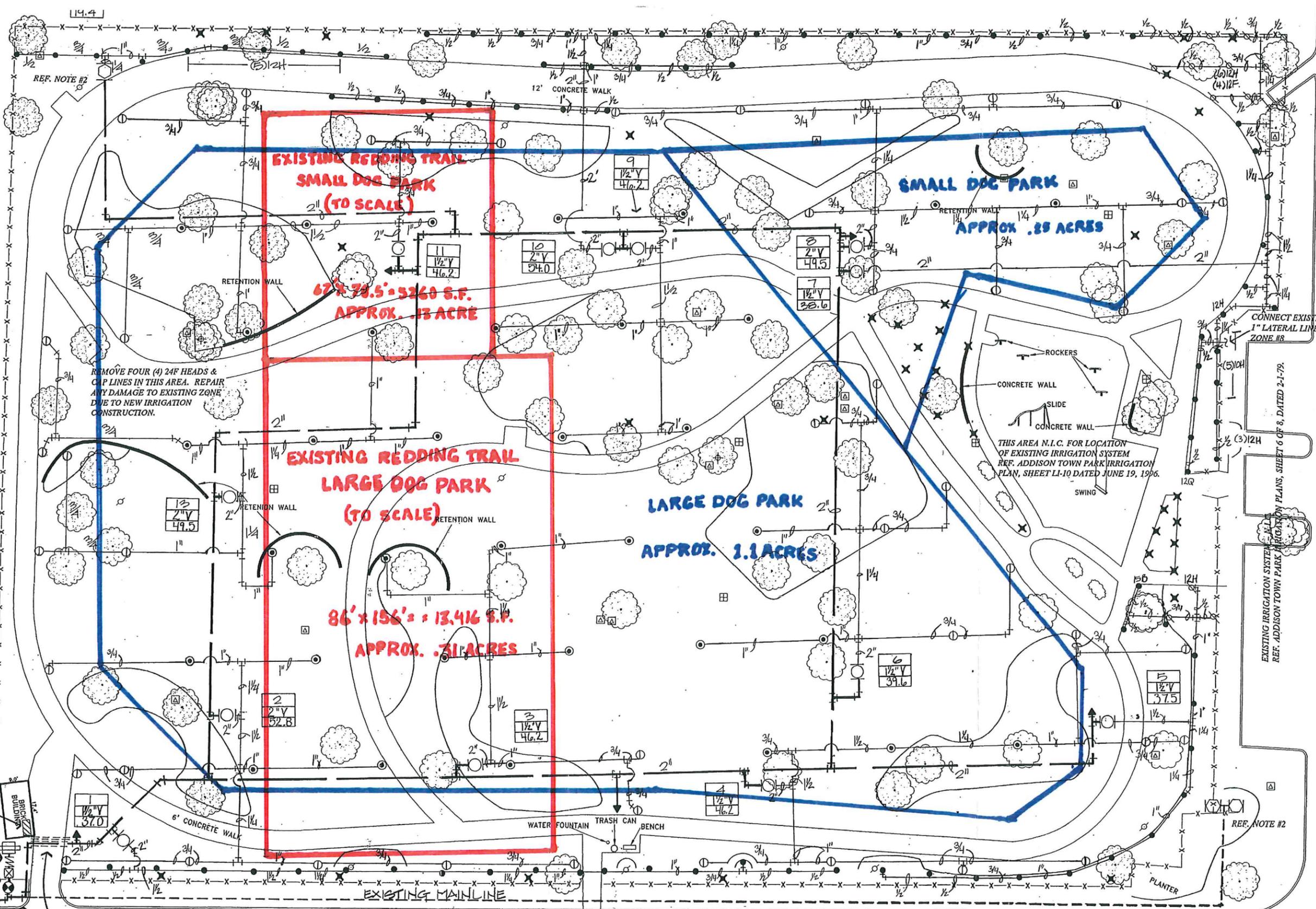
<u>DATE</u>	<u>CASE NUMBER</u>	<u>STATUS</u>	<u>NATURE</u>	<u>Beat</u>	<u>Location</u>
1010					
1/28/2010	10000423	RTF	GRAFFITI	1010	3799 SIDNEY DR
8/19/2010	10004207	RTF	CRIM MISCH	1010	3799 SIDNEY DR
9/13/2010	100004687	RTF	INFO	1010	3799 SIDNEY DR
3/26/2011	110001551	RTF	EVADING	1010	3799 SIDNEY DR
4/9/2011	110001848	RTF	INFO	1010	3799 SIDNEY DR
10/16/2011	110005654	RTF	INFO	1010	3799 SIDNEY DR
10/19/2011	110005710	RTF	ASSAULT	1010	3799 SIDNEY DR
10/24/2011	110005804	RTF	GRAFFITI	1010	3799 SIDNEY DR
4/29/2012	120002232	RTF	PI	1010	3799 SIDNEY DR
5/9/2012	120002420	RTF	GRAFFITI	1010	3799 SIDNEY DR
	TOTAL			10	

	Total
ASSAULT	1
CRIMINAL MISCHIEF	1
EVADING ARREST	1
GRAFFITI	3
INFORMATION	3
PUBLIC INTOXICATION	1
Total	10

EXISTING IRRIGATION SYSTEM - N.I.C.
REF. ADDISON TOWN PARK IRRIGATION PLANS, SHEET 6 OF 8, DATED 2-1-79.

EXISTING IRRIGATION SYSTEM - N.I.C.
REF. ADDISON TOWN PARK IRRIGATION PLANS, SHEET 6 OF 8, DATED 2-1-79.

SIDNEY DRIVE



REF. NOTE #3
NEW MC-30 PLUS B CONTROLLER

REF. NOTE #4
REF. NOTE #5
REF. NOTE #2

1-1/2" WATER METER SUPPLIED BY OWNER
1-1/2" D.C.A. BY L.I.C.

CONNECT NEW 2" MAINLINE TO EXISTING 2" MAINLINE
(1) 2" SLEEVE
(1) 1/4" SLEEVE

EXISTING IRRIGATION SYSTEM - N.I.C.
REF. ADDISON TOWN PARK IRRIGATION PLANS, SHEET 6 OF 8, DATED 2-1-79.

EXISTING IRRIGATION SYSTEM - N.I.C.
REF. ADDISON TOWN PARK IRRIGATION PLANS, SHEET 6 OF 8, DATED 2-1-79.

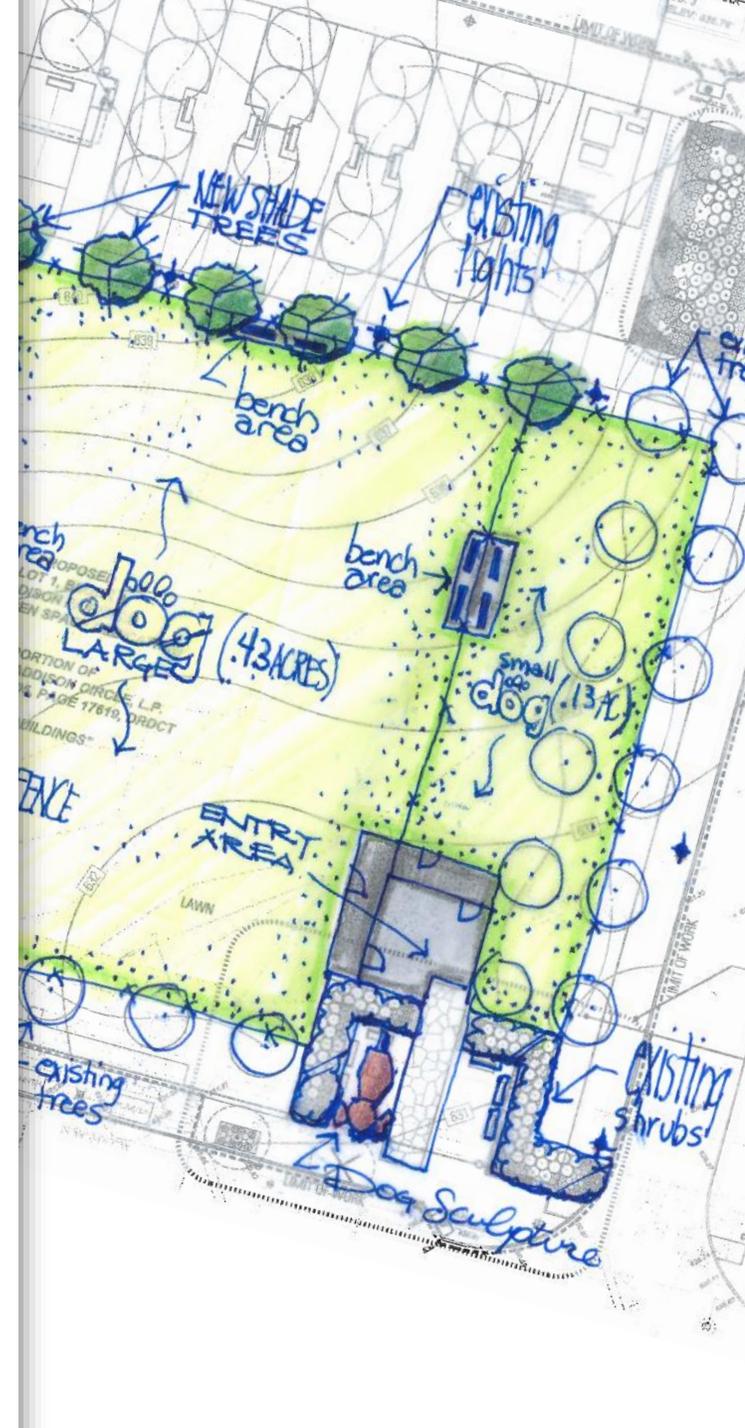
WOODWAY DRIVE

MAINLINE, LATERAL,

NOTES:
KEEP TEST COCKS CLEAR
TYPE "K" COPPER FROM WATER METER, 45' ELL TO



dog
 PARK





MARCUS AVE

ARTIST WAY

SPRUILL PARK

RINGO PLACE

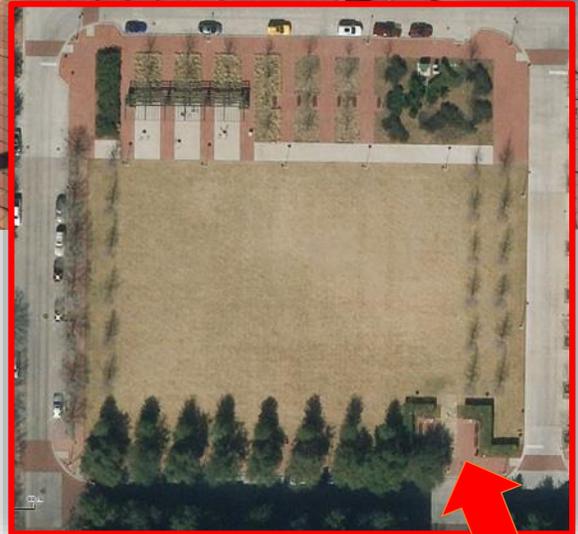
GOODMAN AVE

bing™

40m

100ft









MARCUS AVE

ARTIST WAY

SPRUILL PARK

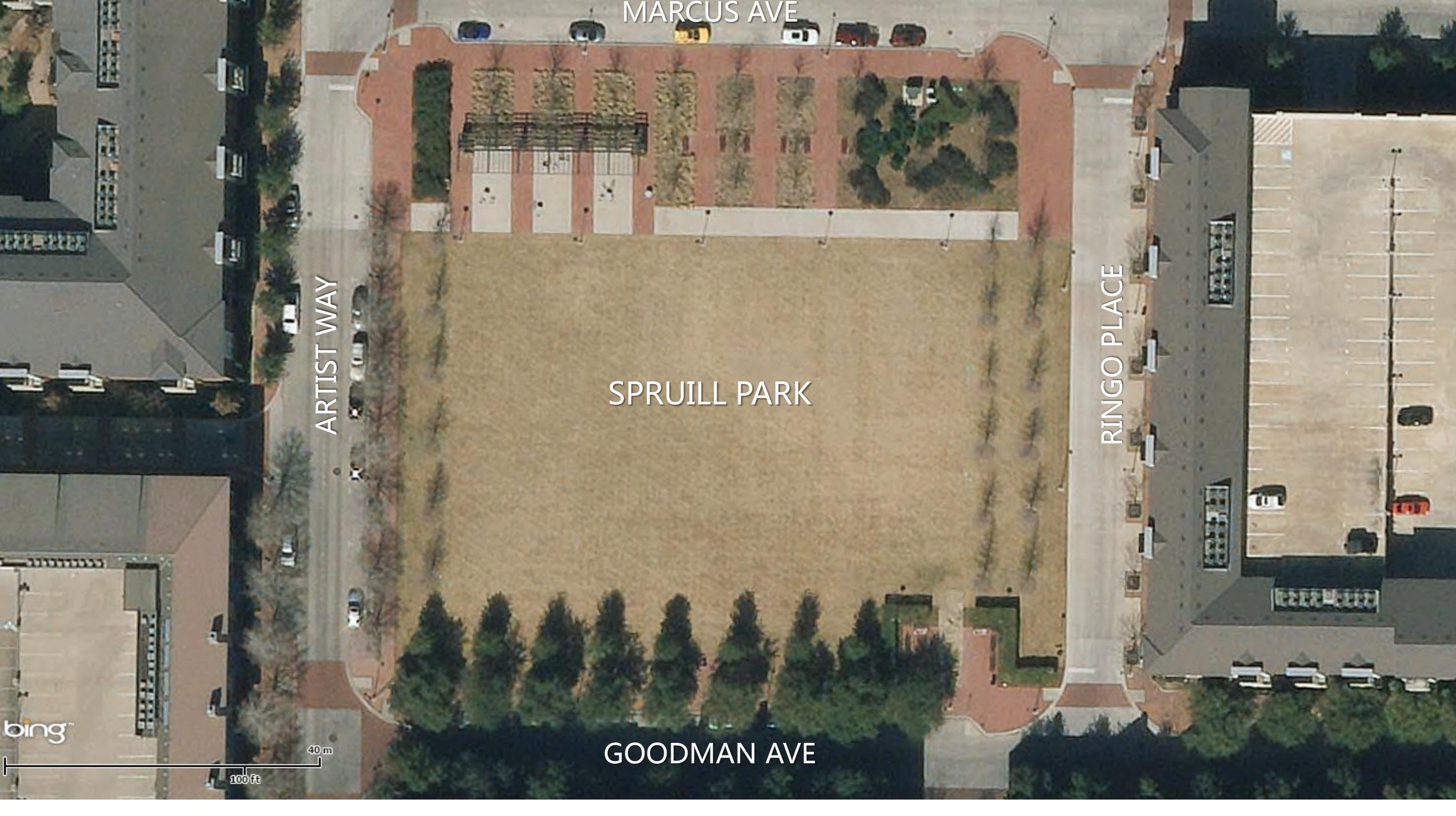
RINGO PLACE

GOODMAN AVE

bing™

40 m

100 ft



SPRUILL PARK

• PROS

- Existing Parking
- Existing Water Connections
- Existing Entry Plaza
- Easy Access from Residential Units
- Good Site Drainage
- Mature Park with Existing Landscape and Excellent Character
- Currently being used as unofficial dog park

• CONS

- Needs Perimeter Fencing
- Reduces the Amount of Unprogrammed Open Space

SPRUILL PARK COST PROJECTION

• Funding Sources

- Private Donations (\$40,000 currently)
- Capital Improvement Project 2016-17 or Budget Amendment 2015-16

• Dog Park Expenses

- Design Costs (Includes survey, TAS Inspection, and Project Management)- \$24,000*
- Utility Relocation Costs - \$3,000
- Dog Park Infrastructure Costs - \$56,500
- Dog Park Amenities - \$48,600
- General Contingency - \$19,815.00
- **TOTAL PROJECT COST - \$151,915.00**

• Lifecycle Costs

- Anticipated Annual Life Cycle Cost to Maintain New Dog Park - \$22,000/year
 - New Turf every 3 years, New Paint every 3 years, Full Replacement at 20 Years

AI-1568

4.

Work Session and Regular Meeting

Meeting Date: 03/08/2016

Department: City Manager

AGENDA CAPTION:

Discuss The **Signature Authority Of The City Manager.**

BACKGROUND:

Upon his arrival, Wes Pierson wanted clarification regarding his signature authority as City Manager in order to be efficient with time and operate within the parameters set forth by the Town charter and state laws.

Much of the City Manager's signature authority is already outlined in different documents throughout the Town. After review, staff recommended that an ordinance be approved by Council that consolidates that authority into one place.

RECOMMENDATION:

N/A

AI-1557

6.

Work Session and Regular Meeting

Meeting Date: 03/08/2016

Department: City Secretary

AGENDA CAPTION:

Consider **Approval Of The February 23, 2016 Regular Worksession And Meeting Minutes.**

BACKGROUND:

Staff has completed the minutes for the February 23, 2016 Regular Council meeting.

RECOMMENDATION:

Staff recommends approval of the minutes.

Attachments

Minutes

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL WORK SESSION

February 23, 2016

Addison Town Hall, 5300 Belt Line Rd., Dallas, TX 75254 5:30 PM Executive
Session & Dinner

6:00 PM Work Session 7:30 PM Regular Meeting

Present: Arfsten; Carpenter; Heape; Hughes; Mayor Meier; Moore; Wilcox

Executive Session

1. Closed (executive) session of the Addison City Council pursuant to:

Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney(s) on a matter in which the duty of the attorney(s) to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Tex. Gov. Code, pertaining to

- **Past Separation Agreements**

Council convened into Executive Session at 5:32 pm.

Council adjourned from Executive Session at 5:59 pm.

No action taken.

-
2. **RECONVENE INTO REGULAR SESSION:** In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matter discussed in Executive Session.
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WORK SESSION

3. Discuss The **Proposed Increase To The Addison Airport Fuel Flowage Fee To Be Effective April 1, 2016.**

Deputy City Manager, Cheryl Delaney, presented the item to Council.

Ms. Delaney presented the history of the fee, the impact on the budget and the costs at neighboring airports.

Council had a few clarifying questions. This item has a companion item on the Consent Agenda for approval.

4. Discuss The **Replacement Of The Proposed 2016 Police Patrol Fleet.**

Director of General Services & Events, Mark Acevedo, presented the item to Council.

Mr. Acevedo stated that staff did research on the different types of SUV's that could be used for patrol vehicles. Mr. Acevedo showed slides denoting the cost for each vehicle including purchase price, cost to upgrade to Police unit and cost for resale, if available.

Mr. Acevedo presented the information to Council showing that the Ford PPV vehicles was the most cost effective choice. These vehicles were also within the budgeted amount for the Town.

Council asked some clarifying questions and thanked Mr. Acevedo for the information.

The item will come back to Council at a future meeting for action.

5. Discuss The **2016 Taste Addison Special Event.**

Director of General Services & Events, Mark Acevedo, stated that the Taste Addison event will return this year. He stated staff has worked hard to take the successful parts of the Fork & Cork event and merge them with the successful parts of the Taste Addison event. Mr. Acevedo gave Council a general overview of the activities planned for the event. The headliner for the concert on Saturday night will be The Band Perry. Staff is very excited to see what type of crowd this headliner draws to the event.

Shelbi Stofer, Senior Special Events Coordinator, presented the printed material that will be used for advertising the function. The logo shows a fork and a guitar as prominent images.

Council member Bruce Arfsten asked if there would be hotel packages available for this event. Mr. Acevedo stated that General Services & Events will work with the Economic Development department to create packages with the surrounding hotels and those packages will be promoted on the website and in printed material.

Council member Ivan Hughes asked if there would be VIP packages available as in the past with Fork & Cork. Mr. Acevedo stated that there will be a special guest area with the same feel as Fork & Cork but it will be different. There will be the chef interaction spots, but at a different level than Fork & Cork.

Council member Dale Wilcox asked if there are money management practices in place for this event to ensure that all expenses and revenues are accounted for. Mr. Acevedo stated that the same practices used at the 2015 Oktoberfest will be in place.

Some of those practices were new to that event and some have been in place at every event. Staff is confident in the practices in place.

Council discussed the ticket pricing. Mr. Acevedo stated that there is two ticket prices for the whole event, one for children and the other for adults. The special events within the event will be an extra charge. Children under 4 are free. The carnival tickets are a separate fee at the carnival area.

Staff will return in late April for an update and refresher to Council on this event.

REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

6. Public Comment.

The City Council invites citizens to address the City Council on any topic not on this agenda. Please fill out a **City Council Appearance Card** and submit it to a city staff member prior to Public Participation. Speakers are allowed **up to three (3) minutes per speaker** with **fifteen (15) total minutes** on items of interest or concern and not on items that are on the current agenda. In accordance with the Texas Open Meetings Act, the City Council cannot take action on items not listed on the agenda. The Council may choose to place the item on a future agenda.

SPEAKERS:

Michael Jackson, 14632 Lexis Ave Addison, stated he had questions regarding the decision making process in regards to the Fuel Flowage Fee proposal for the Airport. He also stated he had questions regarding the development possibilities for the southeast quadrant of the airport. Appropriate staff will meet with Mr. Jackson regarding his questions.

Bill Signs, 4035 Rive Lane Addison, stated he would like Council to be able to give the citizens an update on the litigation in regards to the turbine and water tower issue. He stated he realized there have been several Executive Sessions regarding this item. He would like Council to be able to respond to the questions he had in regards to the bid process for the project, the former City Manager's role in the mediation process and the next steps.

Consent Agenda:

All items listed under the Consent Agenda are considered routine by the City Council and will be enacted by one motion with no individual consideration. If individual consideration of an item is requested, it will be pulled from the Consent Agenda and discussed separately.

Council member Ivan Hughes requested to pull Item #7 from the Consent Agenda.

Mayor Pro Tem Janelle Moore requested to pull Item #9 from the Consent Agenda.

Council member Bruce Arfsten requested to pull Item #14 from the Consent Agenda.

Mayor Meier requested to pull Item #15 from the Consent Agenda.

The motion was made to approve Items 8, 10, 11, 12 & 13 as presented.

Motion made by Moore

Seconded by Heape

Voting AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier, Moore, Wilcox

Passed

7. Consider **Approval Of The February 9, 2016 Regular Work Session & Meeting Minutes.**

Council member Ivan Hughes stated that he had provided City Secretary Laura Bell some changes on the minutes. Many of these changes were due to the fact that the minute software scrambled the wording on motions. One change however was on Item #15 regarding the signage for the Open Carry language. The motion should read that Council stated they wished to have signs stating that Open Carry was prohibited during Open Meetings in the Town. Concealed Carry will not be prohibited.

City Secretary Bell agreed that these changes were possible and would be consistent with the intent of the Council. The changes will be reflected in the signed minutes.

Motion made by Hughes Seconded by Arfsten

Voting AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier, Moore, Wilcox

Passed

8. Consider A **Resolution Adopting A Public Information Act Policy For The Town Of Addison.**

9. Consider A **Resolution Increasing The Public Fuel Flowage Fee From \$0.12 To \$0.14 And The Non-Public Fuel Flowage Fee From \$0.20 To \$0.22 At Addison Airport Effective April 1, 2016.**

Mayor Pro Tem Janelle Moore stated that she would like Council to consider tabling this item. She stated that she still anticipates an April 1, 2016, start date for the increase. However, she believes that more time to speak to all tenants at the Airport would be beneficial. She would suggest tabling the item until the March 8th, 2016 meeting or no later than the last meeting in March.

City Manager Wes Pierson requested the City Attorney Brenda McDonald give guidance on the motion in regards to the need for a date specific for this item.

City Attorney Brenda McDonald stated because this item did not need to be posted as notice in the paper, there was no need to be date specific.

Mayor Pro Tem Moore moved to table this item to a future Council meeting to allow for communication with more Airport tenants.

Motion made by Moore Seconded by Heape

Voting AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier, Moore, Wilcox

Passed

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10. Consider A **Resolution Authorizing The Town Of Addison To Designate Representatives To The TexPool Local Government Investment Pool.**

 11. Consider A **Resolution Authorizing The Town To Designate Representatives To The TexStar Investment Pool To Transact Business On Behalf Of The Town Of Addison.**

 12. Consider A **Resolution Designating Representatives To The Local Government Investment Cooperative To Transact Business On Behalf Of The Town Of Addison.**

 13. Consider Authorizing The City Manager To **Enter Into A Contract With HALFF Associates, Inc., For Design And Survey Services For Winnwood Pond Dredging Project** In An Amount Not To Exceed \$62,300.00.

 14. Consider And Approve Authorizing The City Manager To Approve Final Payment To Pavecon Public Works, LP, For **The Rehabilitation of Addison Road** In An Amount Not To Exceed \$149,096.47.

Council member Bruce Arfsten stated that he wished to pull this item to receive clarification from Staff on the repairs done to Addison Road.

Council member Arfsten stated that he noticed failures in the road and didn't know if the issues were with current project or previous projects. He wanted to make sure that final payment wasn't being given if there were still issues with the project. He would like to know staff's thoughts on the work and issues that are still present.

Assistant Director of Infrastructure Services, Jason Shroyer, stated that the issues were not with this project. The area that had been referenced had been tested for base failure and staff was working to get those issues addressed. These type of issues will have to be addressed on a case by case basis and staff will stay on top of those issues. The current issue brought to staff's attention has already been addressed with a contractor. The work would have been completed if the weather hadn't changed so significantly in the last few days. Mr. Shroyer stated that issues like this will pop up through the life cycle of this project. They are not the result of the contractors work.

Mayor Meier discussed that this project wasn't buying a new road. The road was fixed as best could within the budget parameters staff had. There will be some underlying issues that will still need to be addressed.

Mr. Shroyer stated that staff will determine which items are warranty issues and which items are new issues. Other options for this road will be brought forward during budget discussions. The opportunity to make significant changes to the road will be dependent on the funds available.

Council member Bruce Arfsten moved to approve the item as presented.

Motion made by Arfsten Seconded by Hughes

Voting AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier, Moore, Wilcox

Passed

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15. Consider A **Resolution Authorizing The City Manager To Enter Into A Grant Funding Agreement With The Cavanaugh Flight Museum** In An Amount Not To Exceed \$50,000.00.

Mayor Meier stated that he pulled this item to ask Council to consider adding an additional liaison to the Community Partners Bureau to cover the Cavanaugh Museum. This would be consistent with other liaisons appointed to other non-profit organizations supported by the Town.

Council agreed that this would be in line with the other appointments. Council also agreed to allow the Council liaisons, Council member Arfsten and Hughes, appoint that liaison as done with the other non-profit liaisons.

Mayor Meier moved to approve the item as presented and allow the liaison to be appointed under the Community Partners.

Motion made by Mayor Meier Seconded by Carpenter

Voting AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier, Moore, Wilcox

Passed

Regular Items

16. Presentation By Mr. Larry Kanter Of Kanter Financial Forensics, LLC **Regarding Status Of Engagement For Work Authorized By Council On November 2014.**

Mr. Kanter, Kanter Financial Forensics, LLC, presented the item to Council.

Mr. Kanter began his presentation with a review of his professional background.

Mr. Kanter stated his services were retained by Council in April 2014. Council determined it was a good time to look at the Town's accounting systems and financial controls to assist the Town Manager into her new role. Mr. Kanter stated he was not retained to perform a fraud investigation and has not performed one for the

Town. He stated the scope was to only comment on accounting systems and controls. He stated the Town lacked the basics of a well-defined accounting system.

Mr. Kanter stated that in July 2014 he issued the first set of recommendations. These recommendations included Purchasing, Procurement, Accounts Payable, Processing, Banking, Fixed Assets, Payroll, Cash receipt processing and staffing. The report contained 12 separate recommendations that identified vulnerabilities that required the Town's immediate attention. Mr.

Kanter stated that deficiencies were so severe, the recommendations were to take immediate actions to strengthen Town controls.

Mr. Kanter also stated that originally he was met with great resistance from upper management and staff. He stated that once the new Interim Town Manager began, the reception was completely different and there was no resistance from staff.

Council asked some clarifying questions.

City Manager, Wes Pierson, asked Mr. Kanter if the original resistance was due to a question of a need to comply with state laws to view certain documents at the Court and Police Department.

Mr. Kanter stated that he did not believe that was the reason behind the resistance.

Mr. Kanter advised Council that he would require an additional \$23,850 to complete the project. This amount would allow him to revisit every recommendation made and make a final report on each. He stated that new processes and software has been implemented since his first report. He needs to go and analyze those areas again.

Mr. Kanter acknowledged that the current staff is very easy to work with and seem very willing to help him gather information and paperwork needed for this project.

Council agreed to direct the City Manager to authorize the expense of the additional \$23,850 to complete the project.

17. Present And Discuss **The Crisis Communication Contract.**

Director of Public Communication, Mary Rosenbleeth, presented the item to Council.

Ms. Rosenbleeth stated that this item was to present the newest members of the Communication Team to Council.

She stated that the last six months have included a formation of a committee to review responses to a RFQ for Crisis Communication services, interviews of the responsive companies, face to face interview with one finalist and finally an agreement with GrayHair PR. She stated that this function has historically been outsourced because it is an important function of the Town and requires a specialized expertise.

Mr. Reg Rowe, Dan Reed and Ed Martel introduced themselves to Council.

No action taken.

Council recessed for a break at 9:00 pm.

Council reconvened into the Regular Meeting at 9:10 pm.

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18. Discuss and Consider A **Resolution Authorizing The City Manager To Enter Into A Contract With Texas Coalition For Affordable Power (TCAP) To Provide Electricity For The Town For January 1, 2018 through December 31, 2022.**

Interim CFO, Scott Neils, presented the item to Council.

Mr. Neils stated that this item was to help lock in the charges for energy costs for the Town for 2018 through 2022. Mr. Neils stated that the current agreement with TCAP is for 7.44 cents per kwh. The proposed agreement would be for a charge no greater than 4.1 cents per kwh. This will net the Town approximately \$400,000 in energy savings.

Mr. Neils stated that there are three options for the Council to consider.

Option 1 was the fixed price as just described.

Option 2 was for peak energy pricing. Mr. Neils stated that the rates for this option are enough to offset the risk involved with this option. Option 3 was for a layer fixed pricing and peak energy pricing with a renewable energy portion.

Mr. Neils stated that staff would recommend Option 1 for the Town.

Mr. Neils also stated that staff recommends the three people who would need to be authorized to sign the agreement would be City Manager Wes Pierson or Deputy City Manager Cheryl Delaney or Executive Director of TCAP, Jay Doegey.

Council agreed with the staff recommendations.

Council member Bruce Arfsten made the motion to approve as recommended by staff.

Motion made by Arfsten Seconded by Carpenter

Voting AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier, Moore,
Wilcox

Passed

-
19. Presentation And Discussion Of The **Finance Department Quarterly Financial Review Of The Town For The Quarter Ended December 31, 2015.**

Interim CFO, Scott Neils, presented the item to Council.

Mr. Neils presented the first quarter balances and accruals to Council. Mr. Neils stated that new software that is in place will help with budgeting and reporting to Council these quarterly items. Mr. Neils reminded Council that sales tax numbers are always given two months in arrears. So the numbers are for October sales.

Council had a few clarifying questions. No action taken.

20. Present And Discuss The **Consolidated Dispatch And The Simulcast Radio System Projects.**

Director of Information Technology, Hamid Khaleghipour and Police Chief Paul Spencer presented the item to Council.

Mr. Khaleghipour began the presentation with a history of the project to Council. He stated that this project is very complex. He stated that the overall project is under budget at this time. The excess funds available could be used for future projects that he would bring to Council in the future.

Chief Spencer stated that he would give Council an update on the dispatch center move and the radio project. He stated that Addison dispatch is scheduled to move into the new facility on March 3. This would be after the City of Farmers Branch moves into the center.

Chief Spencer stated that the old radios are currently being used. He stated that after a breakdown in the new radios last month, the cities told Harris to go back and fix the issues. The cities are optimistic that the glitches will be worked out and the radio project will proceed.

Council reiterated support for the shared services concept and appreciation for the staff time and dedication for these projects.

Mayor Meier clarified that the radio project and the dispatch center are two separate projects. Each project is being run at the same time because of the shared services concept for both.

Mayor Meier stated there is a high level of confidence in the dispatch center and that Harris will work through the technical issues for the radios.

No action taken.

21. Present And Discuss **Policing Protocols For Underperforming Hotels.**

Police Chief Paul Spencer presented the item to Council.

Chief Spencer stated that this item was to inform Council of the enforcement effort put into place since May of 2015. He stated that the focus of this effort was to be more educational and promote crime prevention to address the criminal activity. He stated a proactive enforcing method was lacking when he was appointed Interim Chief last year.

Chief Spencer stated when he was appointed Interim Chief he was given direction to be more proactive and study all policies and procedures. He stated that the data gathered on the new efforts should allow the department to allocate resources effectively.

Chief Spencer stated that he would advise the public that the statistics will rise because of the concerted efforts of the department. He stated that because of more policing and effective practices, the department understands the why and how of this increase and they have a plan to deal with it accordingly.

Council stated they are happy with the proactive approach. They

thanked Chief Spencer for the informative update.

No action taken.

22. Present And Discuss The **Town of Addison Police Department's 2015 Racial Profiling Report.**

Police Chief Paul Spencer presented the item to Council.

Chief Spencer stated that this report was required by State law. The department is required to give Council a report on the summary and analysis of their racial profiling data. Chief Spencer stated that the department enlists the help of the UNT Criminal Justice department to complete this report. He stated that this is the 7th year UNT has helped.

Chief Spencer stated he was provided with the following findings:

The Town of Addison Police Department was found to be in full compliance with the following:

- Racial profiling policies
- Training and education regarding racial profiling
- On public education regarding the complaint procedures
- On collection of racial profiling data
- No methodologically conclusive indications of systemic racial profiling by the department
- Applicable state laws in regards to prohibition of racial profiling
- Reporting to the Texas Commission on Law Enforcement and Education

Chief Spencer stated that this is the 5th year with no complaints of racial profiling. He stated that the Town's racial profiling complaint process is very transparent.

Council thanked Chief Spencer for the report.

Council member Arfsten asked Chief Spencer about the body cameras the officers use. Chief Spencer stated that the 100% of the officers use the body cameras. He stated since the cameras are starting to get old in the technology aspect, there will be discussions soon to update the technology and then to replace the cameras.

This will all be done within the budget process. No action taken.

Adjourn Meeting

Mayor Meier adjourned the meeting at 9:59 pm.

NOTE: The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including §551.071 (private consultation with the attorney for the City); §551.072 (purchase, exchange, lease or value of real property); §551.074 (personnel or to hear complaints against personnel); §551.076 (deployment, or specific occasions for implementation of security personnel or devices); and §551.087 (economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

Mayor-Todd Meier

Attest:

City Secretary-Laura M. Bell

AI-1570

7.

Work Session and Regular Meeting

Meeting Date: 03/08/2016

Department: Police

AGENDA CAPTION:

Consider A **Resolution Establishing Signage Guidelines For Open Carry At Open Meetings.**

BACKGROUND:

At the February 9, 2016 Council Meeting, Chief Paul Spencer updated the Council regarding new regulations governing open carry of a handgun. Under state law, any meeting that is subject to the Open Meetings Act has the ability to post signage prohibiting concealed carry (Penal Code 30.06), open carry (Penal Code 30.07), or both. This act requires meetings of governmental bodies to be open to the public, be preceded by public notice of the time, place, and subject matter of the meeting, and minutes or recordings of the meeting must be kept.

After receiving direction from Council, staff is bringing forward a resolution that will allow the Town to post signage prohibiting open carry (Penal Code 30.07) at any meeting that is subject to the Open Meetings Act. Concealed carry will be permitted.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, PROHIBITING THE OPEN CARRY OF A HANDGUN, IN A SHOULDER OR BELT HOLSTER, INTO THE ROOM OR ROOMS IN WHICH ANY MEETING OF THE CITY COUNCIL OR ANY OTHER CITY BOARD, COMMISSION OR COMMITTEE THAT IS SUBJECT TO CHAPTER 551, TEXAS GOVERNMENT CODE (OPEN MEETINGS ACT) IS MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Texas Penal Code Section 46.035(c) makes it an offense for a handgun license holder to intentionally, knowingly, or recklessly carry a handgun under the authority of Subchapter H, Chapter 411, Government Code (Handgun Licensing Law), regardless of whether the handgun is concealed or carried in a shoulder or belt holster, into the room or rooms where a meeting of a governmental entity is held and if the meeting is an open meeting subject to Chapter 551, Government Code (Open Meetings Act), and the entity provides notice as required by that chapter; and

WHEREAS, pursuant to the authority found in Texas Penal Code Section 46.035(c), the City Council of the Town of Addison, Texas desires to solely prohibit the open carry of a handgun under the authority of Subchapter H, Chapter 411, Government Code (Handgun Licensing Law), in a shoulder or belt holster; and

WHEREAS, Texas Penal Code Section 46.035(i) provides that the prohibition in Section 46.035(c) does not apply unless the license holder is given effective notice; and

WHEREAS, the requirements for effective notice are identified in Texas Penal Code Section 30.07; and

WHEREAS, Texas Penal Code Section 30.07 requires that signage created in accordance with that section be “displayed in a conspicuous manner clearly visible to the public”; and

WHEREAS, Texas Penal Code Section 30.07 includes language that requires that signage be “displayed in a conspicuous manner clearly visible to the public *at each entrance to the property*”; and

WHEREAS, the best interpretation of that conflicting language is to display the signage at the entrance to the meeting room; and

WHEREAS, it is important to note that Texas Penal Code Section 30.07 also authorizes notice through oral communication; and

WHEREAS, the City Council of the Town of Addison, Texas finds that the most appropriate way to protect the attendees of meetings of the City Council or any other City board, commission or committee that is subject to Chapter 551, Texas Government Code (Open Meetings Act) is to prohibit the open carry of a handgun, in a shoulder or belt holster, by a license holder in those meetings.

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

Section 1. The findings set forth above are incorporated herein as if set forth verbatim.

Section 2. Pursuant to Texas Penal Code Section 46.035(c), the open carry of any handgun, in a shoulder or belt holster, by a person licensed under Subchapter H, Chapter 411, Government Code (Handgun Licensing Law), into the room or rooms in which any meeting of the City Council or any other City board, commission or committee that is subject to Chapter 551, Texas Government Code (Open Meetings Act) is prohibited.

Section 3. In accordance with Texas Penal Code Section 46.035(i), City staff is authorized and directed to provide notice in accordance with Texas Penal Code Section 30.07.

Section 4. City staff is directed to post signage outside the door to the room or rooms in which any meeting of the City Council or any other City board, commission or committee that is subject to Chapter 551, Texas Government Code (Open Meetings Act) is taking place prior to the meeting, and to remove the signage upon the conclusion of the meeting.

Section 5. City staff is directed to post a permanent sign outside the municipal courtroom(s) in accordance with Texas Penal Code Section 30.07, giving notice of the prohibition authorized herein.

Section 6. In the event signage is not posted as authorized and directed, the City Manager or his/her designee shall provide notice of the prohibition authorized by Texas Penal Code Section 46.035(c) through oral communication at the commencement of the meeting.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 8th day of March, 2016.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

Work Session and Regular Meeting

Meeting Date: 03/08/2016

Department: Infrastructure- Development Services

AGENDA CAPTION:

Consider And Approve Authorizing The City Manager To **Approve A Construction Contract For The Installation Of 137 Illuminated Street Name Signs with Durable Specialties, Inc** In An Amount Not To Exceed \$71,925.00.

BACKGROUND:

The Fiscal Year 2015-2016 budget included funding to replace all of the illuminated street name signs in town because the existing signs have reached the end of their normal lifecycle and, as such, replacement parts are more difficult and expensive to find. The replacement of the signs also provides the opportunity to incorporate the new logo on the sign face. On January 12, 2016 Council approved an item to purchase the signs from Duralight, Inc. through a BuyBoard (cooperative purchase) contract. The signs have been ordered and we expect delivery of the first lot of signs in April.

The delivery of the signs will be done in phases and each lot of signs will be installed as they are received. Installation includes not only hanging the sign, but all of the associated wiring and connections, as well as the labor costs. The Request for Bids for installation of the signs was advertised on BidSync on January 27, 2016 and the bids were due February 16, 2016. Four bids were received ranging from the low bid of \$71,925.00 to the high bid of \$120,423.00 (see the table below). The low bidder was Durable Specialties, Inc. The Town has used Durable Specialties, Inc. in the past and they have always performed to the Town's satisfaction. The installation of the illuminated street name signs should take approximately 3-4 months depending on the delivery schedule and weather.

Description	Durable Specialties, Inc.	LMC Corporation	Roadway Solutions	Groves Electrical Service, Inc.
Bid	\$71,925.00	\$83,826.19	\$109,600.00	\$120,423.00

The budgeted cost for the installation of the illuminated signs was \$105,000 and the actual bid amount is \$71,925.00.

The total bid amounts of the signs and installation compared to the budget is as follows:

	Signs	Installation	Total
Budget	\$220,000.00	\$105,000.00	\$325,000.00
Bid Amount	\$217,845.00	\$71,925.00	\$289,770.00

RECOMMENDATION:

Administration recommends approval.

Attachments

Contract Agreement

Form 1295

CONTRACT
AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this ____ day of _____, 2016, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its Mayor, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and Durable Specialties, of the City of Grand Prairie, County of Tarrant, State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the said CONTRACTOR hereby agrees with the said OWNER to commence and complete construction of certain improvements as follows:

16-01-002 Illuminated Street Sign Installation

and all extra work in connection therewith, under the terms as stated in the General and Specific Provisions of the AGREEMENT; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto and in accordance with the Advertisement for Bids, Instructions to Bidders printed or written explanatory matter thereof, and the Technical Specifications and Addenda thereto, as prepared by the OWNER, each of which has been identified by the endorsement of the CONTRACTOR and the OWNER thereon, together with the CONTRACTOR's written Proposal and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

The OWNER agrees to pay the CONTRACTOR \$71,925.00 in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

IN WITNESS WHEREOF, the parties of these presents have executed this AGREEMENT in the year and day first above written.

TOWN OF ADDISON
(OWNER)

ATTEST:

By: _____

City Secretary

Party of the Second Part

(CONTRACTOR) *Durable Specialties, Inc.*

ATTEST:

Melina Hedgepeth

By: *[Signature]*

The following to be executed if the CONTRACTOR is a corporation:

I, _____, certify that I am the secretary of the corporation named as CONTRACTOR herein; that _____, who signed this Contract on behalf of the CONTRACTOR is the of said corporation; that said (official title) Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: _____

Corporate Seal

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-17125

Date Filed:
02/23/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Durable Specialties, Inc.
Grand Prairie, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Town of Addison

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.
RFB 1601-002
Illuminated Street Name Sign Installation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Bryan, Jeffrey	Grand Prairie, TX United States	X	
	Bryan, DSI Trust, Patrick Carson	Grand Prairie, TX United States	X	
	Bryan Warnack, DSI Trust, Jennifer Ann	Grand Prairie, TX United States	X	
	Bryan, DSI Trust, Chad Carson	Grand Prairie, TX United States	X	

5 Check only if there is NO interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



P.C. Bryan
Signature of authorized agent of contracting business entity

AFFIX NOTAR SEAL ABOVE
Sworn to and subscribed before me, by the said Patrick C. Bryan, this the 23rd day of February, 2016, to certify which, witness my hand and seal of office.

Melissa Hedgepeth Melissa Hedgepeth Admin Asst.
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

AI-1556

9.

Work Session and Regular Meeting

Meeting Date: 03/08/2016

Department: General Services

AGENDA CAPTION:

Consider Approval Of The **Purchase Of Fourteen (14) Ford Police Pursuit Vehicle (PPV) Through An Inter Local Agreement With The Houston Galveston Area Council Of Government (HGAC)** In An Amount Not To Exceed \$343,866.70.

BACKGROUND:

At the December 8, 2015 Council meeting, staff brought forward the Fiscal Year 2015-2016 replacement vehicles for the Town's fleet. At that time, the Council pulled 14 of the 15 patrol vehicles from the agenda item and asked staff to perform a Lifecycle Cost Analysis on the existing patrol fleet as well as compare other non-standard vehicle choices for possible use as patrol vehicles either for purchase or lease. The thought and idea behind this process was to see what, if any, cost differences there may be and if so, if that cost difference could be justified to further enhance the brand of the Town. Staff completed the analysis and shared the results of the study with the Council at the February 23, 2016 Council Work Session.

At the January 11, 2005 Council meeting, the Town approved a resolution to join the Texas Local Government Purchasing Cooperative - better known as BuyBoard. BuyBoard issues request for bids for vehicles and equipment every year and receives extremely competitive prices due to the large volume of purchases they generate. By participating in this cooperative purchasing agreement, we are able to receive better prices on items we need.

The 2016 Patrol cars will replace the 2013 Patrol cars. The replaced vehicles will be auctioned at the next Town vehicle auction. There are sufficient funds in the Capital Equipment Replacement Fund to cover the recommended expenditures.

It is anticipated that there will be approximately \$62,000 in purchase savings that can either be returned to the fund or applied to further enhance the graphics design and application to the new vehicles.

RECOMMENDATION:

Administration recommends approval.

Fiscal Impact

Budgeted Yes/No: Yes

Funding Source: Capital Equipment Replacement Fund

Amount: 343,866.70

Attachments

Bid Tab



FY 15-16 New Fleet Vehicle/ Equipment Replacement Purchases
 General Services Department
 Cooperatives Bid Tab

Cooperative Agency	Bidder	Bid #	Bid Total	Vehicle / Equipment
HGAC <small>(Houston, Galveston Area Council of Government)</small>	Frazer Built Ambulances	9894D	\$185,350.00	(1) Ambulance
HGAC <small>(Houston, Galveston Area Council of Government)</small>	Sam Packs Five Star Ford	VE11-15	\$343,866.70	(14) Police Patrol Cars
BuyBoard	Caldwell Chevrolet	430-13	\$39,508.00	(1) Police K-9 Vehicle
HGAC <small>(Houston, Galveston Area Council of Government)</small>	Sam Packs Five Star Ford	VE11-15	\$16,240.50	(1) CID Vehicle
BuyBoard	Caldwell Chevrolet	430-13	\$19,923.00	(1) CID Vehicle
Texas SmartBuy	Sam Packs Five Star Ford	071-072-AT	\$31,463.64	(1) 1 Ton Truck
Texas SmartBuy	Sam Packs Five Star Ford	071-072-AT	\$37,942.28	(1) 1 Ton Truck
HGAC <small>(Houston, Galveston Area Council of Government)</small>	Kubota Tractor Corp.	L2501HST 489979 GR01-15	\$20,064.35	(1) Front Loader Tractor
HGAC <small>(Houston, Galveston Area Council of Government)</small>	Sam Packs Five Star Ford	VE11-15	\$21,234.50	(1) Hybrid Electric Vehicle
Texas SmartBuy	Sam Packs Five Star Ford	071-072-AT	\$132,639.49	(1) Grapppler Truck
BuyBoard	Moridge Manufacturing	447-14	\$23,474.55	(1) Mower w/ Attachments
HGAC <small>(Houston, Galveston Area Council of Government)</small>	Waco Freightliner	HT06-14	\$364,993.00	(1) Vactor Truck
HGAC	CUES, Inc.	SC01-15	\$171,550.00	(1) Camera Van
Texas SmartBuy	Sam Packs Five Star Ford	071-072-AT	\$32,812.64	(1) 1 Ton Truck

Work Session and Regular Meeting

Meeting Date: 03/08/2016

Department: Airport

AGENDA CAPTION:

Consider A **Resolution Increasing The Public Fuel Flowage Fee From \$0.12 To \$0.14 And The Non-Public Fuel Flowage Fee From \$0.20 To \$0.22 At Addison Airport Effective April 1, 2016.**

BACKGROUND:

The Addison Airport fuel flowage fees (FFF) are currently set at \$0.12 per gallon for public fuel operators and \$0.20 for non-public fuelers for each gallon of fuel that is received at the airport fuel farm. The public FFF has not changed since October 1, 1994 when Resolution #R94-079 was passed by City Council reducing the rate from \$0.145 per gallon of fuel received to the current \$0.12 per gallon received. In 2009, a non-public FFF was initiated for the fuelers who have a license agreement that allows them to fuel only those aircrafts that they own or that are under their direct operational control. This fee is currently set at \$0.20 and has not been changed since it was initiated. The higher FFF charged to this class of user is in recognition of the economic benefit accruing to the user from self-fueling. Since 2009, the volume of fuel received by non-public operators has remained less than 4% of the total volume of fuel received by all operators (public and non-public).

Staff is proposing that the FFF be increased effective April 1, 2016, to \$0.14 per gallon of fuel received for public fuelers and \$0.22 per gallon for non-public fuelers. If the proposed fee increases are implemented on April 1, 2016, it is estimated to result in an additional \$63,320 in fuel flowage fee revenue in Fiscal Year 2016, for a total of \$855,000. Based on the projection of the total number of gallons of fuel to be delivered to the airport in Fiscal Year 2017, the estimated total revenue will be \$962,367, an increase of \$170,687 over the estimated revenue in Fiscal Year 2016 prior to the fee increase.

The increased fee is proposed in order to help address the increased cost of infrastructure upgrades and maintenance at the airport.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, AMENDING RESOLUTION NOS. R94-079 AND R09-018 TO INCREASE THE AMOUNT OF THE FUEL FLOWAGE FEES FOR HOLDERS OF PUBLIC FUEL PERMITS OR LICENSES AND NON-PUBLIC PERMITS OR LICENSES AS SET FORTH HEREIN; FINDING THAT THE FUEL FLOWAGE FEE AMOUNTS SET FORTH HEREIN ARE REASONABLE AND UNIFORM FOR THE SAME CLASS OF PRIVILEGE OR SERVICE AND ARE ESTABLISHED AND CONTINUED WITH DUE REGARD TO THE PROPERTY AND IMPROVEMENTS USED AND THE EXPENSES OF OPERATION TO THE CITY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas (the “City”) is the owner of the Addison Airport (the “Addison Airport”) located within the City; and

WHEREAS, the City has issued public and non-public aircraft fuel dispensing permits to dispense aviation fuel at Addison Airport, and has issued and may issue licenses to receive, store, or dispense fuel at Addison Airport, which permits and licenses require, among other things, the payment to the City of a fuel flowage fee for each gallon of aviation fuel received by the permittee or licensee at Addison Airport during the term thereof, and reserve the right by the City to increase or decrease the fuel flowage fee as the City may determine, in its sole discretion, is necessary; and

WHEREAS, the City has heretofore, by Resolution No. R94-079 of the City on **October 1, 1994**, amended existing fuel flowage permits to establish the fuel flowage fee in an amount equal to twelve cents (\$0.12) for each gallon of aviation fuel received by holders of public fuel permits or licenses, and reserved the right to increase or decrease the fuel flowage fee as, in its sole discretion, may be necessary; and

WHEREAS, the City has heretofore, by Resolution No. R09-018 of the City on **October 1, 1994**, amended existing fuel flowage permits to establish the fuel flowage fee in an amount equal to twenty cents (\$0.20) for each gallon of aviation fuel received by holders of non-public fuel permits or licenses, and reserved the right to increase or decrease the fuel flowage fee as, in its sole discretion, may be necessary; and

WHEREAS, the City is authorized pursuant to Section 22.014 of the Texas Transportation Code to adopt ordinances, resolutions, rules, and orders necessary to manage, govern, and use Addison Airport; and

WHEREAS, the City recognizes that there are different classes of fuelers, public fuelers, and non-public fuelers, and in connection herewith the City has considered the differences between the classes and has given due consideration of all regulatory and legal requirements

affecting the fuel flowage fees assessed for the different classes of fuelers, including the City's obligation to make Addison Airport as self-sustaining as possible; and

WHEREAS, the City desires to amend Resolution Nos. R94-079 and R09-018 to increase: (i) the fuel flowage fee for holders of public fuel permits or licenses from twelve cents (\$0.12) for each gallon of aviation fuel received to fourteen cents (\$0.14) for each gallon of aviation fuel received; and (ii) the fuel flowage fee for holders of non-public fuel permits or licenses from twenty cents (\$0.20) for each gallon of aviation fuel received to twenty-two cents (\$0.22) for each gallon of aviation fuel received, and thereby to amend such permits and licenses as may be necessary to reflect such rates.

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

Section 1. The City Council does hereby amend Resolution Nos. R94-079 and R09-018 to increase: (i) the fuel flowage fee for holders of public fuel permits or licenses from twelve cents (\$0.12) for each gallon of aviation fuel received to fourteen cents (\$0.14) for each gallon of aviation fuel received; and (ii) the fuel flowage fee for holders of non-public fuel permits or licenses from twenty cents (\$0.20) for each gallon of aviation fuel received to twenty-two cents (\$0.22) for each gallon of aviation fuel received. Such permits and licenses for public fuelers and non-public fuelers shall be and are hereby amended as may be necessary to reflect such fuel flowage fee amounts.

The amended fuel flowage fees set forth herein shall continue in full force and effect from and after April 1, 2016 until such time as such fuel flowage fee amounts may be amended or modified by the City as the City may, in its sole discretion, deem necessary or appropriate.

Section 2. The City has reserved and hereby reserves the right to increase or decrease the said fuel flowage fee amounts as the City may, in its sole discretion, deem necessary or appropriate.

Section 3. The City Council finds that the fuel flowage fee amounts established and/or continued and confirmed hereby are reasonable and uniform for the same class of privilege or service and are established and continued with due regard to the property and improvements used and the expenses of operation to the City.

Section 4. The sections, paragraphs, sentences, phrases, clauses and words of this Resolution are severable, and if any section, paragraph, sentence, phrase, clause or word in this Resolution or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Resolution, and the City Council hereby declares that it would have passed such remaining portion of this Resolution despite such invalidity, which remaining portion shall remain in full force and effect.

Section 5. The above and foregoing premises to this Resolution are true and correct and are incorporated herein and made a part hereof.

Section 6. This Resolution shall take effect from and after its date of passage and approval.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 8th day of March, 2016.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

Work Session and Regular Meeting

Meeting Date: 03/08/2016

Department: Infrastructure- Development Services

AGENDA CAPTION:

Discuss, Consider And Approve A **Resolution Authorizing The City Manager To Award A Construction Contract to McMahon Contracting, LP For The Construction Of The Northwest Drainage Channel Improvements Located On Addison Airport** In An Amount Not To Exceed \$762,470.09.

BACKGROUND:

Most of the airport falls within the Hutton Branch Stormwater Basin and one of the projects that was identified during the Hutton Branch Basin Masterplan is the improvement of a drainage channel located in the northern section of the airport. This channel currently takes stormwater from Carrollton and the northern half of the airport and transports it south and then west out of the airport. While some of the existing channel has concrete slope protection, the vast majority is unimproved or earthen. One of the suggested projects from the study of the Hutton Branch Stormwater Basin is the improvement of this channel.

Garver, the airport engineer of record, designed the improvements to the stormwater channel and the bid package material. The bid package included a base bid with two additive alternates. The base bid for the project consists of constructing concrete slope protection along the walls of both sides of the existing channel connecting the existing concrete slope protection to the new slope protection and then extending that concrete slope protection to a retaining wall that will be placed at the outlet of the stormwater pipe on the west side of the airport. Additive alternate #1 is for the construction of a new perimeter road crossing over the existing ditch. Additive alternate #2 is for the extension of the Runway Safety Area box culverts to the south.

Design was completed in December and the project was advertised on Bidsync on January 11, 2016. Plans and specifications for the project can be found on the Town of Addison website under the Finance department tab. The bids closed on February 2, 2016 and a total of 7 bids were received. The initial bids are included in attached **Table 1**.

After an initial evaluation and value engineering of the bid, staff removed the clearing and grubbing line item that included removal of trash, dirt, debris, and grass in preparation of the concrete slope protection installation from the bid items. Instead we will use the Town's current annual contractor for this work, resulting in a cost savings of \$37,000. **Airport and Infrastructure and Development Services Department staff evaluated the additive alternates and recommends that the base bid**

plus Additive Alternate #1 be awarded. This keeps the project within the budget of \$800,000, and provides for an access road that enhances general operations and maintenance, as well as emergency access. Additive alternate #2 can be installed in a later project as part of the extension of the existing perimeter road. The updated bid tabulation information is included in attached **Table 2**.

MaMahon Contracting is the lowest responsible bidder. We have reviewed their references and find them to be capable of performing this work. The contract value for this project is \$762,470.09 and is budgeted for in the Stormwater Capital Projects Fund. The project is anticipated to take 6 months to complete, weather permitting.

RECOMMENDATION:

Administration recommends approval.

Attachments

Form 1295

Resolution

Map

Bid Tabulation (Tables 1 & 2)

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF ADDISON AND MCMAHON CONTRACTING, L.P. FOR CONSTRUCTION OF ADDISON AIRPORT NORTHWEST DRAINAGE DITCH IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$762,470.09, AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT, AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The Construction Contract between the Town of Addison and McMahon Contracting, L.P. for construction of Addison Airport Northwest Drainage Ditch Improvements in an amount not to exceed \$762,470.09, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 8th day of March, 2016.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

CONTRACT AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and McMahon Contracting, LP., of the City of Grand Prairie, County of Dallas, State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the said CONTRACTOR hereby agrees with the said OWNER to commence and complete construction of certain improvements as follows:

ADDISON AIRPORT NORTHWEST DRAINAGE DITCH IMPROVEMENTS

INFRASTRUCTURE AND DEVELOPMENT SERVICES BID NUMBER 16-33

and all extra work in connection therewith, under the terms as stated in the General and Specific Conditions of the AGREEMENT; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto and in accordance with the Advertisement for Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, and other drawings and printed or written explanatory matter thereof, and the Technical Specifications and Addenda thereto, as prepared by the OWNER, each of which has been identified by the endorsement of the CONTRACTOR and the OWNER thereon, together with the CONTRACTOR's written Proposal and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

The CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date of written notice to do so shall have been given to him, to complete the work within one hundred and fifty (150) calendar days, after he commences work, subject to such extensions of time as are provided by the General Provisions.

The OWNER agrees to pay the CONTRACTOR **Seven Hundred Sixty Two Thousand Four Hundred Seventy Dollars and 09 (\$762,470.09)** in current funds for the performance of the Contract in accordance with the Proposal submitted thereof for the **Base Bid (excluding pay item P-151-4.1 Clearing and Grubbing) and Additive Alternate 1**, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

EXHIBIT A

IN WITNESS WHEREOF, the parties of these presents have executed this AGREEMENT in the year and day first above written.

TOWN OF ADDISON, TEXAS (OWNER)

ATTEST:

By: _____
City Manager

By: _____

MCMAHON CONTRACTING, L.P. (CONTRACTOR)

ATTEST:

By: Shawn McMahon
SHAWN MCMAHON
Manager

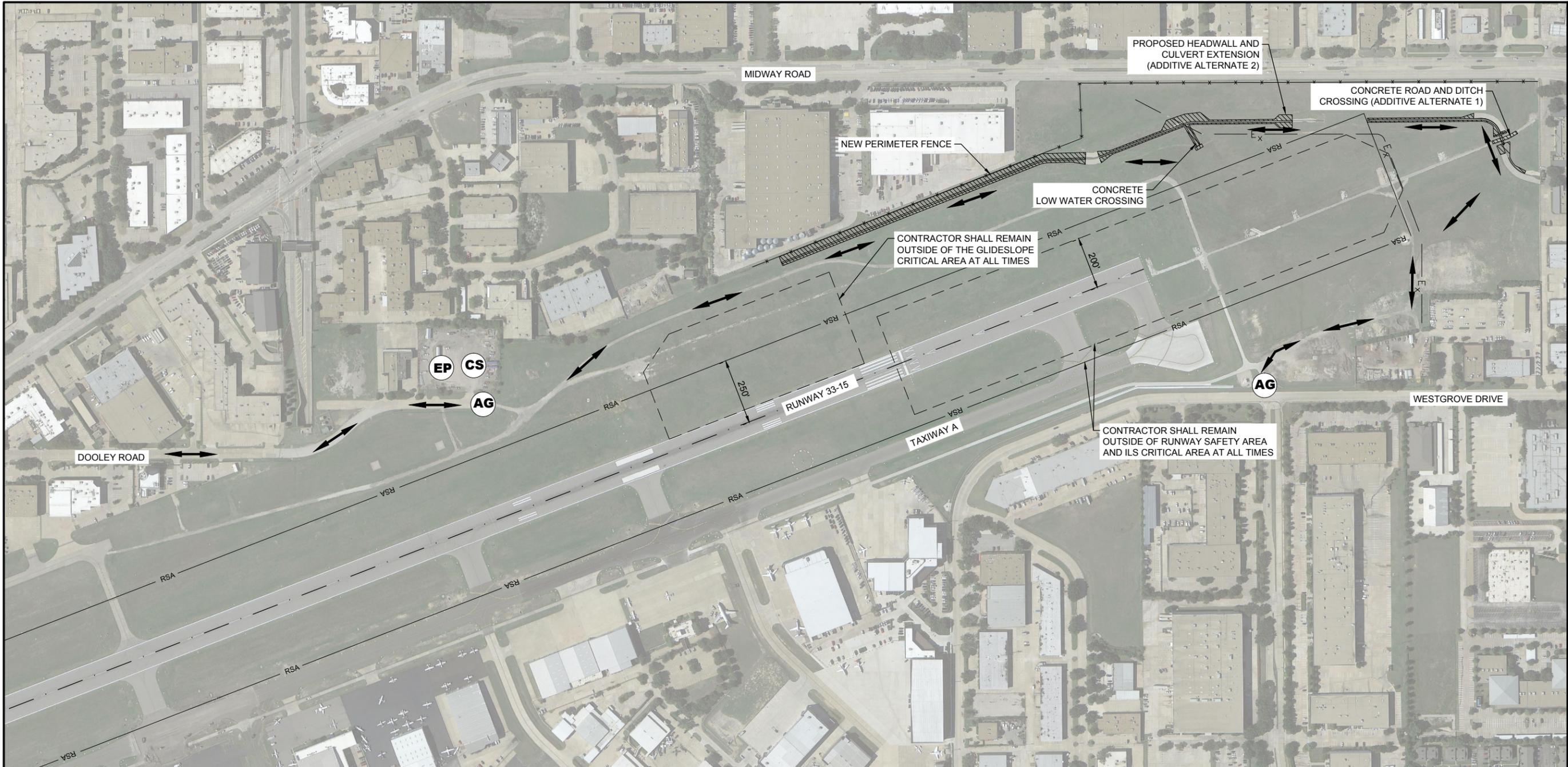
By: _____

The following to be executed if the CONTRACTOR is a corporation:

I, Shelley McMahon certify that I am the secretary of the corporation named as CONTRACTOR herein; that Shawn McMahon, who signed this Contract on behalf of the CONTRACTOR is the member / manager (official title) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: Shelley McMahon

Corporate Seal



REGISTRATION NO.
F-5713



DIGITALLY SIGNED ON
01/08/2016

REV.	DATE	DESCRIPTION

ADDISON AIRPORT (ADS)
ADDISON, TEXAS

ADDISON AIRPORT

**NORTHWEST DRAINAGE
DITCH IMPROVEMENTS**

GENERAL PROJECT
LAYOUT

JOB NO.: 15081101
DATE: JAN. 2015
DESIGNED BY: KKR
DRAWN BY: KKR

BAR IS ONE INCH ON
ORIGINAL DRAWING
IF NOT ONE INCH ON
THIS SHEET, ADJUST
SCALES ACCORDINGLY.

DRAWING NUMBER
G-201

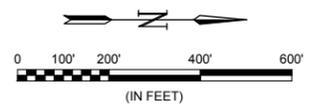
SHEET
NUMBER **3**

ITEMS OF WORK

1. REMOVE GROUTED RIP-RAP AND CONCRETE AS SHOWN ON SHEETS C-101 AND C-102.
2. INSTALL 4" CONCRETE SLOPE PROTECTION ALONG EXISTING DRAINAGE DITCH.
3. INSTALL A CONCRETE BOX CULVERT ON THE NORTH END OF THE PROJECT AREA FOR THE NEW VEHICLE SERVICE ROAD CROSSING. (ADDITIVE ALTERNATE 1)
4. INSTALL NEW PILOT CHANNEL AND CONCRETE SLOPE PROTECTION AS SHOWN ON SHEETS C-103, C-104 AND C-105.
5. INSTALL LOW WATER CROSSING FOR VEHICLE SERVICE ROAD AS SHOWN ON SHEET C-201.
6. EXTEND EXISTING 8'X4" BOX CULVERTS AND FILL IN DITCH BEHIND NEW HEADWALL. (ADDITIVE ALTERNATE 2)

GENERAL SAFETY NOTES

1. CONTRACTOR SHALL STAKE OUT THE RUNWAY SAFETY AREA (RSA) BEFORE WORK COMMENCES.
2. CONTRACTOR SHALL NOT ENTER INTO THE RSA WITHOUT CLEARANCE FROM THE AIR TRAFFIC CONTROL TOWER.



LEGEND

	NORTHWEST DRAINAGE IMPROVEMENTS		EXISTING UNDERGROUND ELECTRIC CABLE
	ILS CRITICAL AREA		RUNWAY SAFETY AREA
	PERIMETER FENCE		ACCESS GATE
	CONTRACTOR / VEHICLE ACCESS		EMPLOYEE PARKING
	CONTRACTOR STAGING AREA		

CONTRACT TIME

NORTHWEST DRAINAGE IMPROVEMENTS (120 DAYS)	CALENDAR DAYS		WORK AVAILABILITY
	0	120	
	0	120	ANYTIME

File: L:\2015\15081101 - ADS - NW Drainage Ditch Improvements\Drawings\ADS-NWD-G201.dwg, Last Save: 1/8/2016 10:09 AM, Last saved by: Scandrews
 Last plotted by: Andrews, Sara C., Plot Style: AECmon.ctb, Plot Scale: 1/2", Plot Date: 1/8/2016 10:10 AM, Plotter used: DWG To PDF, pc3

Table 1 – The Initial bids:

Description	McMahon Contracting	Reyes Group	HQS	SJ&J Construction	E.R.S., Inc.	Barson Utilities	Rebcon, Inc.
Total - Base Bid	\$717,097.72	\$736,265.00	\$716,130.00	\$775,344.00	\$883,672.00	\$1,037,872.00	\$1,131,148.00
Total - Base Bid + Ad Alt 1	\$807,252.07	\$871,918.00	\$835,163.00	\$880,263.00	\$1,049,634.00	\$1,186,074.00	\$1,261,087.00
Total - Base Bid + Ad Alt 2	\$834,707.62	\$844,639.00	\$883,327.00	\$919,472.00	\$1,032,417.00	\$1,230,157.00	\$1,347,268.00
Total - Base Bid + Ad Alt 1 + Ad Alt 2	\$924,861.97	\$980,292.00	\$1,002,360.00	\$1,024,391.00	\$1,198,379.00	\$1,378,359.00	\$1,391,026.00

Table 2 - The updated bid tabulation:

Description	McMahon Contracting	Reyes Group	HQS	SJ&J Construction	E.R.S., Inc.	Barson Utilities	Rebcon, Inc.
New Base Bid	\$672,315.74	\$707,730.00	\$732,065.00	\$767,994.00	\$868,672.00	\$1,032,202.00	\$1,050,298.00
Total Base Bid + Ad Alt 1	\$762,470.09	\$826,763.00	\$867,718.00	\$872,913.00	\$1,034,634.00	\$1,180,404.00	\$1,180,237.00

Work Session and Regular Meeting

Meeting Date: 03/08/2016

Department: Finance

AGENDA CAPTION:

Discuss, Consider And Approve An **Ordinance Establishing Parameters For The Refunding Of Bonds For The Town Of Addison.**

BACKGROUND:

The Town has \$26,540,000 in Callable Maturities from Series 2008 with an average interest rate of 4.59%. These bonds are eligible for a refunding, and with interest rates being at historical lows, the Town can save a significant amount in lower interest costs. In a refunding, a conservative estimate of market interest rates for these bonds is 2.81%.

In this refunding, we are not extending the term of the debt. However, the parameters include a maximum of \$29,000,000 in bond sales, even though there are only \$26,540,000 in the Series 2008 proposal. As a marketing aid, it may be necessary to issue bonds at a premium to get the lowest interest rate and greatest savings. Secondly, there may be bonds for refunding that become eligible during the 180-day parameter period. This would provide Town management the ability to include these options in the bond sale without additional Council approval.

The estimated NET savings over the remaining life of the bonds, as shown in the Table below, is \$2,816,500 . This equates to an annual savings of approximately \$165,676.

The Proposed Action for Council is to approve an Ordinance which authorizes staff to sell these bonds at a time deemed most advantageous to the Town within the Parameters approved.

Prospective Bond Refunding Savings Analysis

Interest Rate of OLD Bonds	4.59%
True Interest Cost on NEW Bonds	2.81%
Average Annual Debt Service Savings	\$165,676
Total Debt Service Savings (2017-2033)	\$2,816,500
Net Present Value Savings	\$2,204,092
Net Present Value Savings as a % of Refunded Principal	8.305%

The Bond Ordinance contains the following parameters*:

Not to exceed amount = \$29,000,000 (Allows for other bonds that may become available for refunding during the Parameters Period)

Maximum true interest cost = 3.25%

Minimum refunding savings = 5.00%

Maximum maturity = February 15, 2033

Length of delegation = 180 days from date Ordinance is adopted.

Authorized Officer = City Manager or Interim Chief Financial Officer

Refunding candidates = Combination Tax and Revenue Certificates of Obligation, Series 2008

The Ordinance authorizes either a negotiated or competitive sale

*Interest Rate Scale as of February 26, 2016 + 0.15%

A Projected Schedule of Events is attached. The date for the Potential Pricing and Award of Bond Sales is the week of May 9th.

RECOMMENDATION:

Staff Recommends approval of the Ordinance.

Attachments

Refunding Power Point

Refunding Schedule of Events

Bond Refunding Ordinance



Contacts

David Medanich

Vice Chairman

777 Main Street

Suite 1200

Fort Worth, Texas 76102

817.332.9710

david.medanich@hilltopsecurities.com

Nick Bulaich

Managing Director

777 Main Street

Suite 1200

Fort Worth, Texas 76102

817.332.9710

nick.bulaich@hilltopsecurities.com

Market Update and Potential Parameter Refunding Presentation

March 8, 2016

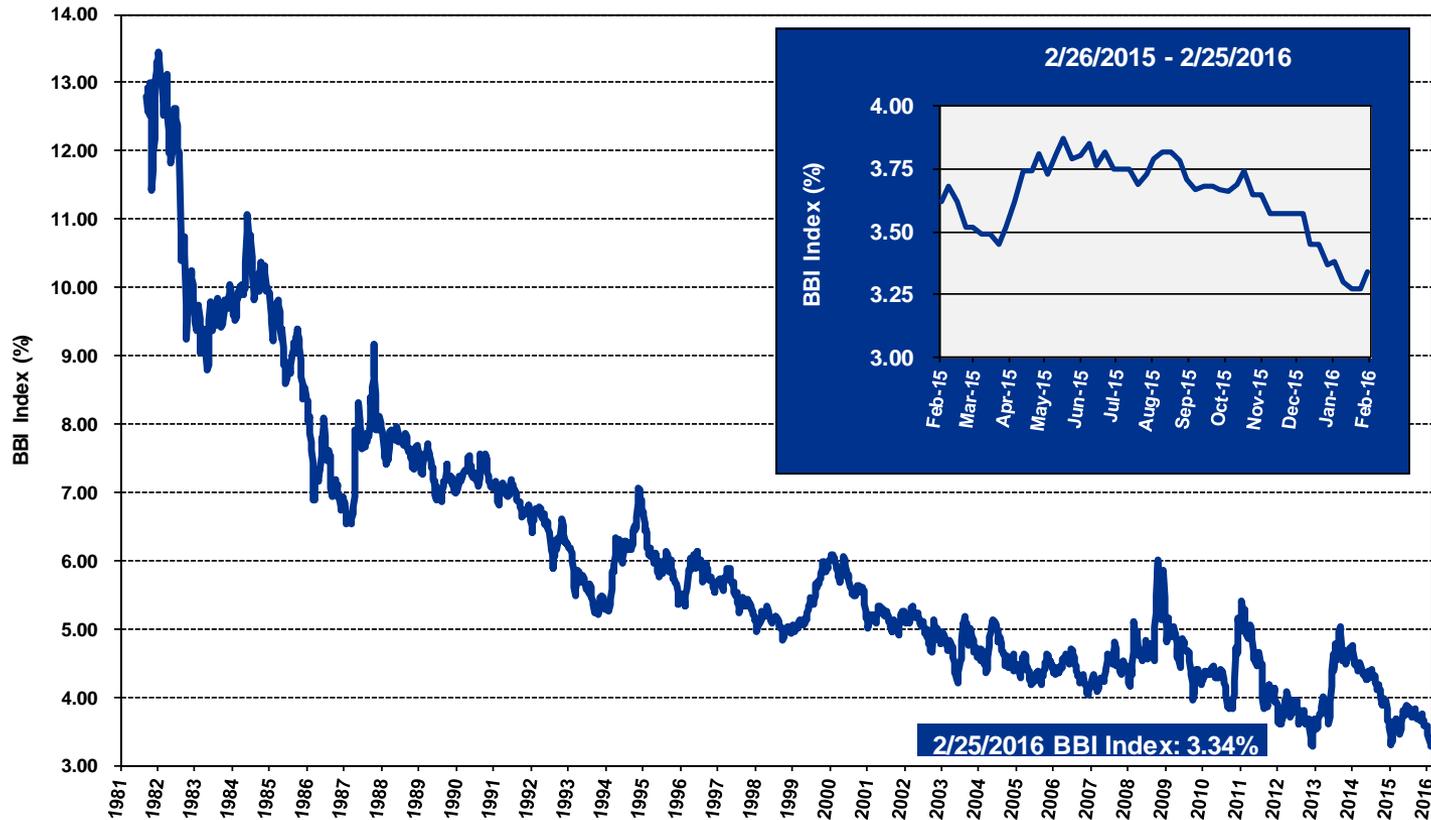
Town of Addison

Presentation Topics

- Market Conditions
- Refunding Candidates and Refunding Information
- Parameter Bond Ordinance
- Proposed Parameters

Interest Rate Analysis – Bond Buyers Index

**Bond Buyer 20 Year GO Index
September 1981 - February 25, 2016**



Bond Buyer 20 Year GO Index is a weekly index estimating the composite yield on 20 general obligation bonds rated "A" or better.

This graph depicts historical interest rates. Future interest rates are dependent upon many factors such as, but not limited to, interest rate trends, tax rates, the supply and demand of short term securities, changes in laws, rules and regulations, as well as changes in credit quality and rating agency considerations. The effect of changes in such factors individually or in any combination could materially affect the relationships and effective interest rates. These results should be viewed with these potential changes in mind as well as the understanding that there may be interruptions in the short term market or no market may exist at all.

Refunding Candidates

	Series 2008
Callable Principal Amount:	\$26,540,000
Maturities:	2019-2033
Interest Rates:	4.00% - 5.00%
Call Date:	2/15/2018
Final Maturity:	2/15/2033

Refunding Information

Town of Addison

General Obligation Refunding Bonds, Series 2016 ANNUAL SAVINGS ANALYSIS

<u>1</u> Year Ending	<u>2</u> Old Debt Service	<u>3</u> New Debt Service	<u>4</u> Savings*
9/30/2016	\$ 599,725	\$ 599,725	\$ 0
9/30/2017	1,199,450	1,054,550	144,900
9/30/2018	1,199,450	1,054,550	144,900
9/30/2019	2,551,850	2,384,300	167,550
9/30/2020	2,560,350	2,393,050	167,300
9/30/2021	2,565,306	2,395,375	169,931
9/30/2022	2,575,481	2,406,200	169,281
9/30/2023	2,581,525	2,412,500	169,025
9/30/2024	2,577,875	2,408,900	168,975
9/30/2025	2,579,688	2,412,700	166,988
9/30/2026	2,582,013	2,413,700	168,313
9/30/2027	2,579,275	2,412,500	166,775
9/30/2028	2,577,375	2,408,250	169,125
9/30/2029	2,116,763	1,951,000	165,763
9/30/2030	2,116,666	1,946,125	170,541
9/30/2031	2,113,156	1,942,375	170,781
9/30/2032	2,105,716	1,934,625	171,091
9/30/2033	2,107,638	1,942,375	165,263
	39,289,300	36,472,800	\$ 2,816,500

Net Present Value ("PV") Savings: \$ 2,204,092

REFUNDING RESULTS*:

- ❑ Par Amount of Refunded Bonds: **\$26,540,000**
- ❑ Total Savings*: **\$2,816,500**
- ❑ Net PV Savings*: **\$2,204,092**
- ❑ True Interest Cost on New Bonds: **2.81%**
- ❑ Average Interest Rate on Refunded Bonds: **4.59%**
- ❑ Final Maturity **NOT** Extended
- ❑ Savings are **AFTER** any and all transaction costs (*i.e. no 'out of pocket' costs*)

* - Interest Rate Scale as of February 26, 2016 + 0.15%

Parameter Bond Refunding Ordinance

- Allowed Under Section 1207 Texas Government Code
- Council delegates final pricing authority to Council selected Pricing Officer(s)
- Council establishes and approves bond sale parameters within Parameter Ordinance:
 - Maximum Interest Rate
 - **Minimum Savings Threshold for Refundings**
 - Maximum Aggregate Principal Amount of Issue
 - Final Maturity Date
 - Expiration of Delegated Authority
- **Delegated Pricing Officer can only approve refunding if Council parameters are met**
- If Parameter is not met, Town’s outstanding debt service remains unchanged

Parameter Bond Refunding Ordinance

Reason for Parameter Bond Sale = FLEXIBILITY

- **Market Timing** – Bond issue is in ‘Day-to-Day’ mode meaning that bonds can be priced at any time and in an interest rate environment that is advantageous to the Town rather than being locked into pricing on the date of a Council meeting.

Proposed Parameters

Included in Parameter Ordinance for Council Consideration/Action

- Delegated Pricing Officers: **City Manager or Finance Director**
- Maximum True Interest Cost: **3.25% (2.81% Currently)**
- Minimum Savings Threshold: **5.00% PV (8.305% Currently)**
- Maximum Principal Amount: **\$29,000,000 (\$24,695,000 Currently)**
- Final Maturity Date: **February 15, 2033 (maturity not extended)**
- Expiration of Parameter Authority: **180 Days**



General Obligation Refunding Bonds, Series 2016

Projected Schedule of Events

Feb-16						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

Mar-16						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Apr-16						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May-16						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

By	Day	Event
15-Feb-16	Monday	Finance Committee Meeting
8-Mar-16	Tuesday	City Council adopts Parameters Ordinance
18-Mar-16	Friday	Provide initial draft of Preliminary Official Statement to Town, Bond Counsel and Underwriters Counsel for comments and modifications
1-Apr-16	Friday	Receive Preliminary Official Statement information and comments from Town, Bond Counsel and Underwriters Counsel
4-Apr-16	Monday	Send revised draft Preliminary Official Statement to Town, Bond Counsel and Underwriters Counsel for comments and modifications and to credit rating agencies
11-Apr-16	Week Of	Rating Agency Conference Calls
18-Apr-16	Week Of	Due Diligence Call with Underwriters and Underwriters Counsel
28-Apr-16	Thursday	Receive credit ratings
2-May-16	Monday	Finalize Preliminary Official Statement Distribute electronically through i-Deal Prospectus
9-May-16	Week Of	Potential Pricing and Award
TBD	TBD	Closing and delivery of funds

BOND ORDINANCE NO. _____

relating to

TOWN OF ADDISON, TEXAS
GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2016

Adopted: March 8, 2016

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AN ORDINANCE PROVIDING FOR THE ISSUANCE OF TOWN OF ADDISON, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$29,000,000; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; LEVYING A TAX IN PAYMENT THEREOF; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE CONTRACT, A PAYING AGENT/REGISTRAR AGREEMENT AND AN ESCROW AGREEMENT RELATING TO SUCH BONDS; APPROVING THE PREPARATION OF AN OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, there are presently outstanding certain obligations of the Town of Addison, Texas (the "Town"), described on Schedule I attached hereto and incorporated herein by reference for all purposes (collectively, the "Refunded Obligation Candidates"), which are secured by and payable from ad valorem taxes levied, assessed and collected, within the limit prescribed by law, on property within the Town in an amount sufficient to pay principal of and interest on such bonds as they become due; and

WHEREAS, it is intended that all or a portion of the Refunded Obligation Candidates shall be designated as Refunded Obligations (as hereinafter defined) in the Pricing Certificate (as hereinafter defined) and shall be refunded pursuant to this Ordinance and the Pricing Certificate; and

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207") authorizes the Town to issue refunding bonds for the purpose of refunding or defeasing the Refunded Obligations in advance of their maturities, and to accomplish such refunding or defeasance by depositing directly with a paying agent for the Refunded Obligations (or other qualified escrow agent), the proceeds of such refunding bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Obligations, and provides that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Obligations; and

WHEREAS, the Town desires to authorize the execution of an escrow agreement in order to provide for the deposit of proceeds of the refunding bonds and, to the extent specified pursuant hereto, other lawfully available funds of the Town, to pay the redemption price of the Refunded Obligations when due; and

WHEREAS, upon the issuance of the refunding bonds herein authorized and the deposit of funds referred to above, the Refunded Obligations shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the orders authorizing the issuance of the Refunded Obligations shall be, with respect to the Refunded Obligations, discharged, terminated and defeased; and

WHEREAS, the Town Council (the "Town Council") of the Town hereby finds and determines that the issuance and delivery of the refunding bonds hereinafter authorized is in the

public interest and the use of the proceeds in the manner herein specified constitutes a valid public purpose; and

WHEREAS, the Town Council hereby finds and determines that the refunding contemplated in this Ordinance will benefit the Town by providing a present value savings in the debt service payable by the Town, and that such benefit is sufficient consideration for the refunding of the Refunded Obligations; and

WHEREAS, the Town Council has found and determined that it is necessary and in the best interest of the Town and its citizens that it authorize by this Ordinance the issuance and delivery of the amounts reflected above, all in a single issue or all in accordance with and pursuant to the authority granted in Chapter 1207; and

WHEREAS, pursuant to Chapter 1207, the Town has found and determined that the Bonds herein authorized shall mature on the dates, bear interest at the rates and have such other terms and provisions specified in the Pricing Certificate within the parameters set forth in this Ordinance; and

WHEREAS, it is officially found, determined and declared that the meeting at which this Ordinance has been adopted was 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 by Chapter 551, Texas Government Code, as amended; therefore

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF ADDISON, TEXAS:

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

“Authorized Officer” means the Town Manager or the Interim Chief Financial Officer of the Town.

“Bond” means any of the Bonds.

“Bond Date” means the date designated as the date of the Bonds by Section 3.02(a) of this Ordinance.

“Bonds” means the Town’s bonds authorized to be issued by Section 3.01 of this Ordinance and designated as “Town of Addison, Texas, General Obligation Refunding Bonds, Series 2016.”

“Business Day” means a day that is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the Town where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close.

“Closing Date” means the date of the initial delivery of and payment for the Bonds.

“Code” means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named herein, the Designated Payment/Transfer Office as designated in the Paying Agent/Registrar Agreement, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the Town and such successor.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“EMMA” means the Electronic Municipal Market Access System.

“Escrow Agent” means the Escrow Agent designated in the Pricing Certificate, or any successor thereto.

“Escrow Agreement” means the escrow agreement by and between the Town and the Escrow Agent relating to the Refunded Obligations.

“Escrow Fund” means the fund by that name established by the Escrow Agreement.

“Escrow Securities” means (1) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States; (2) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of hereof, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; and (3) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date hereof, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent.

“Event of Default” means any event of default as defined in Section 10.01 of this Ordinance.

“Initial Bond” means the Initial Bond authorized by Section 3.04(d) of this Ordinance.

“Interest and Sinking Fund” means the interest and sinking fund established by Section 2.02 of this Ordinance.

“Interest Payment Date” means the date or dates on which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, as set forth in the Pricing Certificate.

“MSRB” means the Municipal Securities Rulemaking Board.

“Owner” means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

“Paying Agent/Registrar” means the bank identified as the Paying Agent/Registrar in the Pricing Certificate.

“Pricing Certificate” means a certificate or certificates to be signed by the Authorized Officer.

“Purchase Contract” means if the Bonds are sold pursuant to a negotiated sale, the purchase contract between the Town and the Underwriters pertaining to the sale of the Bonds.

“Purchasers” means the initial purchasers of the Bonds (if the Bonds are sold at a competitive sale) or the underwriters of the Bonds (if the Bonds are sold at a negotiated sale) as specified in the Pricing Certificate.

“Record Date” means the close of business on the last Business Day of the month next preceding an Interest Payment Date or such other date as specified in the Pricing Certificate.

“Refunded Obligation Candidates” means the obligations of the Town described in Schedule I attached hereto which are authorized to be designated as Refunded Obligations in the Pricing Certificate.

“Refunded Obligations” means the obligations of the Town to be designated in the Pricing Certificate from the universe of Refunded Obligation Candidates described in Schedule I attached hereto.

“Register” means the bond register specified in Section 3.06(a) of this Ordinance.

“Representations Letter” means the Blanket Letter of Representations previously executed by the Town and DTC and on file with DTC.

“Representative” means the representative of the Underwriters, if any, designated in the Purchase Contract.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“Special Payment Date” means the Special Payment Date prescribed by Section 3.03(b).

“Special Record Date” means the Special Record Date prescribed by Section 3.03(b).

“Town” means the Town of Addison, Texas.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of principal of, redemption premium, if any, or interest on the Bonds as the same come due and payable or money set aside for the payment of Bonds duly called for redemption prior to maturity.

Other Definitions. The capitalized terms defined in the preamble to this Ordinance shall have the meanings assigned to them in the preamble of this Ordinance.

Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Table of Contents; Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Interpretation.

Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

SECURITY FOR THE BONDS; INTEREST AND SINKING FUND

Tax Levy for Payment of the Bonds.

The Town Council hereby declares and covenants that it will provide and levy a tax legally and fully sufficient for payment of the Bonds, it having been determined that the existing and available taxing authority of the Town for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding obligations of the Town.

In order to provide for the payment of the debt service requirements on the Bonds, being (i) the interest on the Bonds, and (ii) a sinking fund for their payment at maturity or a sinking fund of two percent per annum (whichever amount is the greater), there is hereby levied for the current year and each succeeding year thereafter, while the Bonds or interest thereon remain outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the Town at a rate sufficient, within the limit prescribed by law, to pay such debt service requirements, full allowance being made for delinquencies and costs of collection.

The tax levied by this Section shall be assessed and collected each year and deposited into the Interest and Sinking Fund for the payment of the debt service requirements on the Bonds, and the tax shall not be diverted to any other purpose.

Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Bonds when and as due and payable in accordance with their terms and this Ordinance.

To the extent the Town has available funds which may be lawfully used to pay debt service on the Bonds and such funds are on deposit in the Interest and Sinking Fund in advance of the time when the Town Council of the Town is scheduled to set a tax rate for any year, then such tax rate which would otherwise be required to be established pursuant to subsection (a) of this Section may be reduced to the extent and by the amount of such funds in the Interest and Sinking Fund.

If the liens and provisions of this Ordinance shall be discharged in a manner permitted by Article XI, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit. In determining the aggregate principal amount of outstanding Bonds, there shall be subtracted the amount of any Bonds that have been duly called for redemption and for which money has been deposited within the Paying Agent/Registrar for such redemption.

Interest and Sinking Fund.

The Town hereby establishes a special fund or account, to be designated the “Town of Addison, Texas General Obligation Refunding Bonds, Series 2016, Interest and Sinking Fund,” said fund to be maintained at an official depository bank of the Town separate and apart from all other funds and accounts of the Town.

Money on deposit in or required by this Ordinance to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on and principal of the Bonds when and as due and payable in accordance with their terms and this Ordinance.

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Authorization.

The Town’s bonds to be designated “Town of Addison, Texas General Obligation Refunding Bonds, Series 2016,” are hereby authorized to be issued and delivered in accordance with Tex. Const. art. XI, Sec. 5, Chapter 1207, Texas Government Code, as amended, and Section 15.11 of the Town’s Home-Rule Charter.

The Bonds shall be issued in the not to exceed aggregate principal amount of \$29,000,000 for the purpose of providing funds to (i) refund the Refunded Obligations, to the extent provided in the Pricing Certificate, and (ii) pay the costs of issuing the Bonds.

Date, Denomination, Maturities and Interest.

The Bonds shall be dated the date set forth in the Pricing Certificate. The Bonds shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof, and shall be numbered separately from one upward, except the Initial Bond, which shall be numbered T-1.

The Bonds shall mature on the dates and in the principal amounts set forth in the Pricing Certificate.

Interest shall accrue and be paid on each Bond respectively until its maturity or prior redemption, from the later of (i) the Bond Date, unless otherwise provided in the Pricing Certificate, or (ii) the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the Pricing Certificate. Such interest shall be payable semiannually commencing on the date set forth in the Pricing Certificate, and on each Interest Payment Date thereafter until maturity or prior redemption. Interest on the Bonds shall be calculated on the basis of a 360-day year composed of 12 months of 30 days each.

Medium. Method and Place of Payment.

The principal of, premium, if any, and interest on the Bonds shall be paid in lawful money of the United States of America.

Interest on the Bonds shall be payable to the Owners as shown in the Register at the close of business on the Record Date; provided, however, in the event of nonpayment of interest on a scheduled Interest Payment Date and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") shall be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Town. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Bond appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

Interest shall be paid by check, dated as of and mailed on the Interest Payment Date, and sent by the Paying Agent/Registrar to each Owner, first class United States mail, postage prepaid, to the address of each Owner as it appears in the Register, or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, that the Owner shall bear all risk and expense of such other banking arrangement. At the option of an Owner of at least \$1,000,000 principal amount of the Bonds, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar.

The principal of each Bond shall be paid to the Owner on the due date thereof (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

If the date for the payment of principal of and interest on the Bonds is not a Business Day, the date for such payment shall be the next succeeding Business Day, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

Unclaimed Payments shall be segregated in a special escrow account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owners of the Bonds to which the Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, any Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Bonds, shall be paid to the

Town to be used for any lawful purpose. Thereafter, neither the Town, the Paying Agent/Registrar nor any other person shall be liable or responsible to any Owners of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6 of the Texas Property Code, any applicable escheat law or similar.

Execution and Registration of Bonds.

The Bonds shall be executed on behalf of the Town by the Mayor and the Town Secretary, by their manual or facsimile signatures, and the official seal of the Town shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the Town had been manually impressed upon each of the Bonds.

In the event that any officer of the Town whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which Certificate shall be evidence that the Bond has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the Town, and has been registered by the Comptroller of Public Accounts of the State of Texas.

On the Closing Date, one Initial Bond representing the entire principal amount of all Bonds, payable in stated installments to the initial purchaser, or its designee, executed manually or by facsimile by the Mayor and Town Secretary of the Town, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the initial purchaser or its designee. Upon payment for the Initial Bonds, the Paying Agent/Registrar shall cancel the Initial Bonds and deliver registered definitive Bonds to DTC in accordance with Section 3.10. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Ownership.

The Town, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof and redemption

premium, if any, thereon, for the further purpose of making and receiving payment of the interest thereon, and for all other purposes (except interest will be paid to the person in whose name such bond is registered on the Record Date or Special Record Date, as applicable), whether or not such Bond is overdue, and neither the Town nor the Paying Agent/Registrar: shall be bound by any notice or knowledge to the contrary.

All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the Town and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Registration. Transfer and Exchange.

So long as any Bonds remain outstanding, the Town shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Ordinance.

The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond at the Designated Payment/Transfer Office with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000 and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

Each exchange Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the Town and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

Neither the Town nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond called for redemption, in whole or in part, within 45 calendar days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper

records shall be made regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds in accordance with the Securities Exchange Act of 1934.

Temporary Bonds.

Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the Town may execute and, upon the Town's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the Town executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Ordinance.

The Town, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and shall authenticate and deliver in exchange therefor Bonds of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Replacement Bonds.

Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The Town or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the Town harmless;

pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

satisfies any other reasonable requirements imposed by the Town and the Paying Agent/Registrar.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the Town and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the Town or the Paying Agent/Registrar in connection therewith.

In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the Town and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Book-Entry-Only System.

Notwithstanding any other provision hereof, upon initial issuance of the Bonds, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC. The definitive Bonds shall be initially issued in the form of a single separate bond for each of the maturities thereof.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Town and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Town and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the Town and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners as shown in the Register, as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Town's obligations with respect to payment of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive

a certificate evidencing the obligation of the Town to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word “Cede & Co.” in this Ordinance shall refer to such new nominee of DTC.

The Representations Letter previously executed and delivered by the Town, and applicable to the Town’s obligations delivered in book-entry-only form to DTC as securities depository, is hereby ratified and approved for the Bonds.

Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the Town or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representations Letter of the Town to DTC, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the Town shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representations Letter of the Town to DTC.

REDEMPTION OF BONDS BEFORE MATURITY

Limitation on Redemption.

The Bonds shall be subject to redemption before Scheduled Maturity only as provided in this Article IV and in the Pricing Certificate.

Optional Redemption.

The Bonds shall be subject to redemption at the option of the Town at such times, in such amounts, in such manner and at such redemption prices as may be designated and provided for in the Pricing Certificate.

Mandatory Sinking Fund Redemption.

The Bonds designated as “Term Bonds” in the Pricing Certificate (“Term Bonds”), if any, are subject to scheduled mandatory redemption and will be redeemed by the Town, in part, at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund, on the dates and in the respective principal amounts as set forth in the Pricing Certificate.

Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select on a pro rata basis in accordance with the operational arrangements of DTC, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.05.

The principal amount of the Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.03 shall be reduced, at the option of the Town, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the Town at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Partial Redemption.

If less than all of the Bonds are to be redeemed pursuant to Section 4.02, the Town shall determine the maturities and the principal amount thereof to be redeemed and shall direct the Paying Agent/Registrar to select, on a pro rata basis in accordance with the operational arrangements of DTC, and call such Bonds for redemption.

A portion of a single Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. The Paying Agent/Registrar shall treat each \$5,000 portion of such Bond as though it were a single Bond for purposes of selection for redemption.

Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver exchange Bonds in an aggregate principal amount equal to the unredeemed principal amount of the Bond so surrendered, such exchange being without charge.

Notice of Redemption to Owners.

The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown in the Register at the close of business on the Business Day next preceding the date of mailing such notice.

The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

The Town reserves the right to give notice of its election or direction to redeem Bonds under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the Town retains the right to rescind such notice at any time prior to the scheduled redemption date if the Town delivers a certificate of the Town to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the Town to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Payment Upon Redemption.

Before or on each redemption date, the Town shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Interest and Sinking Fund or otherwise received by the Paying Agent/Registrar from the Town and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed.

Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Effect of Redemption.

Notice of redemption having been given as provided in Section 4.05 of this Ordinance and subject, in the case of an optional redemption under Section 4.02, to any conditions or rights reserved by the Town under Section 4.05, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the Town defaults in its obligation to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

If the Town shall fail to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same.

Lapse of Payment.

Money set aside for the redemption of the Bonds and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.03(f) hereof.

PAYING AGENT/REGISTRAR

Appointment of Initial Paying Agent/Registrar.

The Authorized Officer is hereby authorized to select and appoint the initial Paying Agent/Registrar for the Bonds, and the initial Paying Agent/Registrar shall be designated in the Pricing Certificate.

The Authorized Officer is hereby authorized and directed to execute and deliver or cause the execution and delivery by the President and Secretary of the Board, a Paying Agent/Registrar Agreement, specifying the duties and responsibilities of the Town and the Paying Agent/Registrar. The Town Council hereby approves the form of Paying Agent/Registrar Agreement as presented.

Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Maintaining Paying Agent/Registrar.

At all times while any Bonds are outstanding, the Town will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance.

If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the Town will promptly appoint a replacement.

Termination.

The Town reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated (i) 45 days written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor paying agent/registrar has assumed the duties of paying agent/registrar for the Bonds.

Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the Town will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the

provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

FORM OF THE BONDS

Form Generally.

The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Bonds, (i) shall be substantially in the form set forth in the Pricing Certificate, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and the Pricing Certificate, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the Town or by the officers executing such Bonds, as evidenced by their execution thereof.

Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

The definitive Bonds shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

CUSIP Registration.

The Town may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the Town nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Legal Opinion.

The approving legal opinion of Bracewell LLP, Bond Counsel, may be printed on the reverse side of or attached to each Bond over the certification of the Town Secretary of the Town, which may be executed in facsimile.

Statement of Insurance.

A statement relating to a municipal bond insurance policy, if any, to be issued for the Bonds may be printed on or attached to each Bond.

SALE AND DELIVERY OF BONDS, DEPOSIT OF PROCEEDS

Sale of Bonds, Official Statement.

The Bonds shall be sold to the Purchaser in accordance with the terms of this Ordinance.

As authorized by Chapter 1207, the Authorized Officer is authorized to act on behalf of the Town in selling and delivering the Bonds and in carrying out the other procedures specified in this Ordinance, including determining the price at which each of the Bonds will be sold, the number and designation of each series or subseries of Bonds to be issued, the form in which the Bonds shall be issued, the years and dates on which the Bonds will mature, the principal amount to mature in each of such years, the selection of the specific maturities or series of Refunded Obligations from the list of Refunded Obligation Candidates, the aggregate principal amount of Refunded Obligations, the aggregate principal amount of the Bonds to be issued by the Town, the rate of interest to be borne by each maturity of the Bonds, the Interest Payment Dates, the dates, prices and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Town and shall be subject to mandatory sinking fund redemption, acquisition of municipal bond insurance, if beneficial, for the Bonds, retaining a verification agent, whether or not the Bonds will be designated as qualified tax-exempt obligations, the selection of the Purchaser in a negotiated transaction or the sale of the Bonds at a competitive sale and all other matters relating to the issuance, sale and delivery of the Bonds and the refunding of the Refunded Obligations, all of which shall be specified in the Pricing Certificate; subject to the following conditions:

the maximum true interest cost of the Bonds shall not be in excess of 3.25%;

the aggregate principal amount of the Bonds authorized to be issued for the purposes described in Section 3.01 shall not exceed \$29,000,000;

the refunding of the Refunded Obligations shall produce a net present value debt service savings of at least 5.00% of the principal amount of the Refunded Obligations; and

no Bond shall mature later than February 15, 2033.

If the Bonds are sold at a negotiated sale, the Authorized Officer is hereby authorized and directed to negotiate, execute and deliver on behalf of the Town one or more Purchase Contracts, providing for the sale of the Bonds to the Purchasers, in such form as determined by the Authorized Officer. The Authorized Officer is hereby authorized and directed to approve the final terms and provisions of each Purchase Contract in accordance with the terms of the Pricing Certificate and this Ordinance, which final terms shall be determined to be the most advantageous reasonably attainable by the Town, such approval and determination being evidenced by its execution thereof by the Authorized Officer. All officers, agents and representatives of the Town are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds.

The Initial Bonds shall initially be registered in the name of the representative of the Purchasers or such other entity as may be specified in the Purchase Contract.

The authority granted to the Authorized Officer under Section 7.01(a) shall expire on a date 180 days from the date of this Ordinance, unless otherwise extended by the Town Council by separate action.

The form and substance of the Preliminary Official Statement, and Notice of Sale, if any, and any addenda, supplement or amendment thereto, are hereby in all respects approved. The Authorized Officer, Mayor, Town Secretary and other appropriate Town officials are each authorized to prepare and complete the Preliminary Official Statement, and Notice of Sale, if any, with such modifications, completions, changes and supplements, as those persons shall approve or authorize for the purpose of preparing and determining and to certify or otherwise represent that the revised Preliminary Official Statement is a “deemed final” official statement as of its date within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The use and distribution of the Preliminary Official Statement, and Notice of Sale, if any, in the public offering of the Bonds by the Purchasers is hereby authorized. The Authorized Officer, Mayor, Town Secretary and other appropriate Town officials are hereby authorized and directed to use and distribute or authorize the use and distribution of the final Official Statement and any addenda, supplement or amendment thereto (the “Official Statement”) and to execute the same and deliver appropriate numbers of executed copies thereof to the Purchasers of the Bonds. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Authorized Officer and the Purchasers, may be used by the Purchasers in the public offering and sale thereof. The Town Secretary is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting.

All officers of the Town are authorized to execute such documents, certificates and receipts as they may deem appropriate in Ordinance to consummate the delivery of the Bonds in accordance with the terms of sale therefor. Further, in connection with the submission of the record of proceedings for the Bonds to the Attorney General of the State of Texas for examination and approval of such Bonds, the appropriate officer of the Town is hereby authorized and directed to issue a check of the Town payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount to be the lesser of (i) 1/10th of 1% of the principal amount of the Bonds or (ii) \$9,500).

The obligation of the Purchasers to accept delivery of the Bonds is subject to the Underwriter being furnished with the final, approving opinion of Bracewell LLP, Bond Counsel for the Town, which opinion shall be dated as of and delivered on the Closing Date.

Control and Delivery of Bonds.

The Authorized Officer is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration

by the Comptroller of Public Accounts of the State and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the initial purchasers thereof under and subject to the general supervision and direction of the Mayor, against receipt by the Town of all amounts due to the Town under the terms of sale.

In the event the Mayor or Town Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tern and the Assistant Town Secretary, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tern and the Assistant Town Secretary shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor and Town Secretary, respectively.

Deposit of Proceeds.

The proceeds from the sale of the Bonds shall be deposited as set forth in the Pricing Certificate.

Security of Funds.

All moneys on deposit in funds referred to in this Ordinance shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds and moneys on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

INVESTMENTS

Investments.

Money in the Interest and Sinking Fund created by this Ordinance, at the Town's option, may be invested in such securities or obligations as permitted under applicable law.

Any securities or obligations in which money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Investment Income.

Interest and income derived from Investment of the Interest and Sinking Fund shall be credited to such Fund.

The investment and application of money in the Escrow Fund shall be in accordance with the provisions of the Escrow Agreement.

PARTICULAR REPRESENTATIONS AND COVENANTS

Payment of the Bonds.

On or before each Interest Payment Date for the Bonds and while any of the Bonds are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on, principal of, and redemption premium, if any, on the Bonds as will accrue or mature on the applicable Interest Payment Date, maturity date or date of prior redemption if any.

Other Representations and Covenants.

The Town will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Bond; the Town will promptly pay or cause to be paid the principal of, redemption premium, if any, and interest on each Bond on the dates and at the places and manner prescribed in such Bond; and the Town will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

The Town is duly authorized under the laws of the State of Texas to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the Town in accordance with their terms.

Provisions Concerning Federal Income Tax Exclusion.

General. The Town intends that the interest on the Bonds be excludable from gross income for federal income tax purposes pursuant to sections 103 and 141 through 150 of the Code and the applicable Treasury Regulations promulgated thereunder (the "Regulations"). The Town covenants and agrees not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, would cause (i) the interest on the Bonds to be includable in gross income, as defined in Section 61 of the Code, for federal income tax purposes or (ii) result in the violation of or failure to satisfy any provision of sections 103 and 141 through 150 of the Code and the applicable Regulations. In particular, the Town covenants and agrees to comply with each requirement of this Section 9.03; provided, however, that the Town will not be required to comply with any particular requirement of this Section 9.03, if the Town has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that (i) such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or (ii) compliance with some other requirement set forth in this Section 9.03 will satisfy the applicable requirements of the Code and the Regulations, in which case compliance with such other requirement specified in such Counsel's Opinion will constitute compliance with the corresponding requirement specified in this Section 9.03, inclusive.

No Private Use or Payment and No Private Loan Financing. The Town covenants and agrees that it will make such use of the proceeds of the Bonds, including interest or other investment income derived from Bond proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the bonds will not be "private activity bonds" within

the meaning of Section 141 of the Code and the Regulations promulgated thereunder. Moreover, the Town will certify, through an authorized officer, employee or agent, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, that the proceeds of the Refunded Obligations have not been and the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “private activity bonds” within the meaning of Section 141 of the Code and the Regulations promulgated thereunder.

No Federal Guaranty. The Town covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code and the applicable Regulations thereunder, except as permitted by Section 149(b)(3) of the Code and such Regulations.

No Hedge Bonds. The Town covenants and agrees not to take any action, or knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Bonds to be “hedge bonds” within the meaning of Section 149(g) of the Code and the applicable Regulations thereunder. Moreover, the Town will certify, through an authorized officer, employee or agent, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, that the proceeds of the Refunded Obligations have not been used in a manner that would cause the Refunded Obligations or the Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code and the Regulations promulgated thereunder.

No Arbitrage. The Town covenants and agrees that it will make such use of the proceeds of the Bonds, including interest or other investment income derived from Bond proceeds, regulate investments of proceeds of the Bonds, and take such other and further action as may be required so that the Bonds will not be “arbitrage bonds” within the meaning of Section 148(a) of the Code and the applicable Regulations promulgated thereunder. Moreover, the Town will certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, that the proceeds of the Refunded Obligations have not been and the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code and the Regulations promulgated thereunder.

Arbitrage Rebate. If the Town does not qualify for an exception to the requirements of Section 148(f) of the Code, the Town will take all necessary steps to comply with the requirement that certain amounts earned by the Town on the investment of the “gross proceeds” of the Bonds (within the meaning of Section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the Town will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the Town allocable to other bond issues of the Town or moneys that do not represent gross proceeds of any bonds of the Town, (ii) determine at such times as are required by the applicable Regulations, the amount earned from the investment of the gross proceeds of the Bonds that is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Bonds, or on such other dates as may be permitted under the Regulations, all amounts required to be

rebated to the federal government. Further, the Town will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

Information Reporting. The Town covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with Section 149(e) of the Code and the Regulations promulgated thereunder.

Record Retention. The Town will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Refunded Obligations and the Bonds until three years after the last Bond is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the Town to retrieve and reproduce such books and records in the event of an examination of the Bonds by the Internal Revenue Service.

Registration. The Bonds will be issued in registered form.

Deliberate Actions. The Town will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Bonds to fail to meet any requirement of section 141 of the Code after the issue date of the Bonds unless an appropriate remedial action is permitted by section 1.141-12 of the Regulations and a Counsel's Opinion is obtained that such remedial action cures any failure to meet the requirements of section 141 of the Code.

Continuing Obligation. Notwithstanding any other provision of this Ordinance, the Town's obligations under the covenants and provisions of this Section 9.03 shall survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the exclusion from gross income of interest on the Bonds for federal income tax purposes.

DEFAULT AND REMEDIES

Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

the failure to make payment of the principal of, redemption premium, if any, or interest on any of the Bonds when the same becomes due and payable; or

default in the performance or observance of any other covenant, agreement or obligation of the Town, which default materially and adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Owner to the Town.

Remedies for Default.

Upon the happening of any Event of Default, then any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the Town for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then outstanding.

Remedies Not Exclusive.

No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

DISCHARGE

Discharge.

The Bonds may be defeased, refunded and discharged in any manner permitted by applicable law.

CONTINUING DISCLOSURE UNDERTAKING

Annual Reports.

The Town shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the Town, financial information and operating data with respect to the Town of the general type included in the final Official Statement, being information of the type described in the Pricing Certificate, including financial statements of the Town if audited financial statements of the Town are then available, and (2) if not provided as part such financial information and operating data, audited financial statements of the Town, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles

appended to the Official Statement, or such other accounting principles as the Town may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the Town commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the Town shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

If the Town changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the Town otherwise would be required to provide financial information and operating data pursuant to this Section.

All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB. Financial information and operating data to be provided pursuant to Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

Notice of Certain Events.

The Town shall provide the following to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

Principal and interest payment delinquencies;

Non-payment related defaults, if material;

Unscheduled draws on debt service reserves reflecting financial difficulties;

Unscheduled draws on credit enhancements reflecting financial difficulties;

Substitution of credit or liquidity providers, or their failure to perform;

Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

Modifications to rights of the holders of the Bonds, if material;

Bond calls, if material, and tender offers;

Defeasances;

Release, substitution, or sale of property securing repayment of the Bonds, if material;

Rating changes;

Bankruptcy, insolvency, receivership or similar event of the Town;

Note to paragraph 12: For the purposes of the event identified in paragraph 12 of this section, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Town in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Town, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Town.

The consummation of a merger, consolidation, or acquisition involving the Town or the sale of all or substantially all of the assets of the Town, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

Appointment of successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material.

The Town shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of a failure by the Town to provide required annual financial information and notices of material events in accordance with Section 12.01 and section (a) above. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

Limitations, Disclaimers and Amendments.

The Town shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the Town remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the Town in any event will give notice of any deposit made in accordance with Article XI that causes Bonds no longer to be Outstanding.

The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Town undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Town’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The Town does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE TOWN BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE TOWN, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the Town in observing or performing its obligations under this Article shall comprise a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the Town under federal and state securities laws.

The provisions of this Article may be amended by the Town from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Town, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (B) a person that is unaffiliated with the Town (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. If the Town so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.01 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SUBSCRIPTION FOR SECURITIES; APPROVAL OF ESCROW AGREEMENT; PAYMENT OF REFUNDED OBLIGATIONS

Subscription for Securities.

The Authorized Officer is authorized to make necessary arrangements for and to execute such documents and agreements in connection with the purchase of the Escrow Securities required by and referenced in the Escrow Agreement, if any, as may be necessary for the Escrow Fund and the application for the acquisition of the Escrow Securities is hereby approved and ratified.

Appointment of Escrow Agent; Approval of Escrow Agreement; Deposit with Paying Agent for Refunded Obligations.

The Authorized Officer is hereby authorized to select and appoint the Escrow Agent for the Bonds, if any, and the Escrow Agent shall be designated in the Pricing Certificate. The

Authorized Officer is hereby authorized to execute and deliver, or cause the execution and delivery by the Mayor of the Town and Town Secretary, an Escrow Agreement, having such terms and provisions as are approved by the Authorized Officer as evidenced by his execution thereof or the execution thereof by other appropriate Town officials. Alternatively, the Authorized Officer may elect to deposit directly with the paying agent for the Refunded Obligations the proceeds of the Bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Obligations.

Payment of Refunded Obligations; Redemption of Refunded Obligations.

Following the deposit to the Escrow Fund or with the paying agent for the Refunded Obligations as herein specified, the Refunded Obligations shall be payable solely from and secured by the cash and securities on deposit in the Escrow Fund or such other fund held by the paying agent for the Refunded Obligations for the purpose of refunding the Refunded Obligations and shall cease to be payable from ad valorem taxes, firm banking and financial arrangements having been made for the discharge and final payment or redemption of the Refunded Obligations pursuant to Chapter 1207. The Refunded Obligations are hereby called for redemption prior to maturity on the dates and at the redemption prices set forth in the Pricing Certificate. The Town Secretary is hereby authorized and directed to cause to be delivered to the paying agent/registrar for the Refunded Obligations a certified copy of this Ordinance calling the Refunded Obligations for redemption and a copy of the Pricing Certificate. The delivery of this Ordinance and the Pricing Certificate to the paying agent for the Refunded Obligations shall constitute the giving of notice of redemption to the paying agent for the Refunded Obligations and such paying agent is hereby authorized and directed to give notice of redemption to the owners of the Refunded Obligations in accordance with the requirements of the order(s) authorizing the issuance thereof.

AMENDMENTS

Amendments.

This Ordinance shall constitute a contract with the Owners, be binding on the Town, and shall not be amended or repealed by the Town so long as any Bond remains outstanding except as permitted in this Section. The Town may, without consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the Town may, with the written consent of the Owners of the Bonds holding a majority in aggregate principal amount of the Bonds then outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners of outstanding Bonds, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (ii) give any preference to any Bond over any other Bond, or (iii) reduce the aggregate principal amount of Bonds required to be held by Owners for consent to any such amendment, addition, or rescission.

MISCELLANEOUS

Changes to Ordinance.

The Mayor and Authorized Officer, in consultation with Bond Counsel, are each hereby authorized to make changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Bonds by the Attorney General of Texas.

Partial Invalidity.

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of the Ordinance.

No Personal Liability.

No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Ordinance, against any official or employee of the Town or any person executing any Bonds.

EFFECTIVE IMMEDIATELY

Effective Immediately.

This Ordinance shall become effective immediately upon its adoption at this meeting pursuant to Section 1201.028, Texas Government Code.

FINALLY PASSED, APPROVED AND EFFECTIVE THIS MARCH 8, 2016.

TODD MEIER, Mayor
Town of Addison, Texas

ATTEST:

LAURA BELL, Town Secretary
Town of Addison, Texas

APPROVED AS TO FORM:

Brenda N. McDonald, Town Attorney
Town of Addison, Texas

SCHEDULE I

SCHEDULE OF REFUNDED OBLIGATIONS CANDIDATES

The Authorized Officer may select the specific maturities constituting the Refunded Obligations from the following series of the Town's outstanding bonds:

Combination Tax and Revenue Certificates of Obligation, Series 2008

AI-1569

13.

Work Session and Regular Meeting

Meeting Date: 03/08/2016

Department: City Manager

AGENDA CAPTION:

Discuss, Consider And Approve An **Ordinance Outlining The Signature Authority Of The City Manager.**

BACKGROUND:

Upon his arrival, Wes Pierson wanted clarification regarding his signature authority as City Manager in order to be efficient with time and operate within the parameters set forth by the Town charter and state laws.

Much of the City Manager's signature authority is already outlined in different documents throughout the Town. After review, staff recommended that an ordinance be approved by Council that consolidates that authority into one place.

This is a companion item to the Worksession discussion.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE GRANTING THE AUTHORITY TO THE CITY MANAGER TO ENTER INTO AND SIGN CERTAIN CONTRACTS ON BEHALF OF THE CITY AND TO SIGN CERTAIN DOCUMENTS; TO AUTHORIZE THE CITY MANAGER TO APPROVE CERTAIN EVENTS AND ACTIVITIES BY THE VARIOUS DEPARTMENTS OF THE CITY; TO AUTHORIZE THE CITY MANAGER TO ISSUE CERTAIN TYPES OF REFUNDS; TO AUTHORIZE THE CITY MANAGER TO MAKE CERTAIN BUDGET TRANSFERS; TO AUTHORIZE THE CITY MANAGER TO ADMINISTRATIVELY HANDLE MATTERS; AND TO SET FORTH THE DELEGATION OF ADMINISTRATIVE AUTHORITY TO THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section § 1.05 of the Town of Addison Charter allows the Town Council (“Council”) to exercise and enforce by ordinance all powers granted to the Town in a manner consistent with the Charter; and

WHEREAS, Texas Local Government Code § 252.021 allows Council to delegate contracting authority and Section § 5.33 of the Town of Addison Charter provides for the Council to give the City Manager general authority to contract for expenditure without further approval of the Council for all budgeted items not exceeding limits set by the Council and to reject any and all bids in such cases as the City Manager is authorized to contract for the Town; and

WHEREAS, Section § 3.03 of the Town of Addison Charter grants the City Manager power to administer the budget as adopted by the Council; and

WHEREAS, the City Manager and his or her designee should be authorized to sign most of the City’s official documents when necessary or required by law, as approved by the Council, in the interest of efficiency of administrative governmental operation in the Town; and

WHEREAS, the Mayor shall continue to sign the City’s ordinances, the resolutions of the Council, and the documents which he or she is obligated by state law to sign; and

WHEREAS, The Town enters into many contracts, agreements, and similar documents that are routine in nature or are for certain categories or types of items that have already been approved through the budgeting process, and the City Manager and his or her designee should be authorized to negotiate and enter into these contracts and documents, in accordance with the guidelines established herein, in the interest of efficiency of administrative governmental operations in the City; and

WHEREAS, it is appropriate for City Manager and his or her designee to authorize and grant permission to the various departments of the City to hold events, conduct certain activities,

perform certain tasks and handle other items of an administrative nature in accordance with the guidelines established herein; and

WHEREAS, the City Manager has been granted authority by various ordinances to enter into contracts on behalf of the Town and it would be beneficial and efficient for administrative purposes to consolidate the various delegations of authority granted to the City Manager;

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

1. The Council grants authority to the City Manager to sign on behalf of the Town of Addison all lawful acts of the Council, as approved, other than the ordinances and resolutions of the Council, as permitted by law. This authority includes the approval of all procurement documents that require Council action and executing all contracts and agreements approved by Council. Subject to compliance with any state law that requires approval by Council, the City Manager is authorized to initiate and approve any purchase approved in the annual budget.
2. The Council grants expenditure authority to the City Manager and designated staff in accordance with the Purchasing Manual approved by the Council, as amended. The authority granted to the City Manager includes expenditures for P-card transactions, purchase orders, contracts and similar documents in connection with the making and awarding of contracts for the acquisition of goods and services in an amount not to exceed \$50,000 and change orders not greater than either the lesser of \$50,000 or 25% of the original contract.
3. The authority granted to the City Manager herein with respect to signing or entering into any contracts shall also include the authority to terminate such contracts as permitted under the contract and to sign amendments to such contracts when the amount of the amendment when added to the original amount of the contract does not exceed \$50,000 or when the amount of the amendment does not exceed 25% of the original amount of the contract, whichever amount is less.
4. The Council hereby grants authority to the City Manager to negotiate and enter into contracts on behalf of the Town and sign and bind the Town for those contracts specified below, provided that the funding for the contract is contained in an approved budget and subject to the monetary limits set forth in Section 3 above. All such contracts shall be approved as to form by the City Attorney prior to execution, provided however, that if a standard agreement or form document is used by the City for any of these purposes, the City Attorney need only review and approve the standard agreement or form document as to form:
 - a. Agreements for the loan of Town-owned personal property, including art, historical, cultural, and similar objects, provided that such agreement requires the recipient to bear all costs and carry insurance in an amount determined to be appropriate for the loan by the City Manager.

- b. Agreements that allow Town departments to obtain the loan of art, historical, cultural and similar objects for temporary display purposes.
 - c. Agreements for the rental of or which grant the use of Town facilities for special events, when doing so is an appropriate use of the particular Town facility and done in accordance with any ordinances, guidelines or policies that may have been adopted or established by the Council. This authority shall not constitute or authorize the creation of a new public forum at any Town facility.
 - d. Documents required by a donor in relation to the making of a donation to the Town.
 - e. Agreements and similar or related documents in connection with revenue-generating contracts or contracts relating to the provision of goods and services by persons or organizations to the City at no cost to the City, such as partnership agreements, median landscaping agreements, and memoranda establishing cooperative working relationships with other public safety agencies, excluding agreements made pursuant to the Interlocal Cooperation Act.
 - f. Agreements and other documents required by the vendor for the purchase of computer software and the maintenance of computer software and hardware to include licensing and maintenance agreements.
 - g. Agreements and other required documents relating to the granting of permission for the display of objects, exhibits and exhibitions in the Town facilities as deemed to be appropriate for such purposes by the City Manager. Provided, however, that such displays shall not interfere with the orderly function of government service in a Town facility and provided further that this grant of authority shall not constitute or authorize the creation of a specific public forum at any Town facility.
 - h. Agreements or other required documents relating to the authority and powers granted to the City Manager as specified in Section 7 of this ordinance.
5. The City Manager is authorized to make budget transfers in connection with the award of any contract for work on any City project.
6. The Council hereby grants authority to the City Manager to sign and file liens arising from utility services provided by the city, nuisance remediation, and other liens in accordance with and permitted by law. This authority includes the power to release liens imposed by the Town, in accordance with and as permitted by law, at such time as the City Manager determines that the liens have been satisfied.
7. The Council hereby grants authority to the City Manager to authorize the various departments of the Town to conduct events and activities and to take action as specified below by administrative action without further Council action.
- a. To authorize the service of beer and wine at special events and activities conducted at Town facilities, in conformity with any policies established by

- the Council, and in connection with events deemed by the City Manager to be appropriately held at such facilities.
- b. To authorize a Town department to participate in a parade or other similar special event, not to exceed five events per department during each fiscal year.
 - c. To authorize a City department to host or participate in an event, program or activity or to partner with an organization with respect to such event when the participation or partnership provides a direct benefit to the Town or its officials or employees or serves other municipal purposes. Examples of such events include educational and training programs, charitable support and seminar presentations.
 - d. To authorize limited uses of City facilities, equipment and staff time for events and activities that relate to a municipal purpose, the facilitation of governmental operations, install pride or patriotism, provide a benefit to the community or assist with the betterment of the community, or further the comfort and convenience of the City employees, such as a Christmas gift tag tree, blood drives, early voting, food drives, and uses by other governmental entities, in accordance with written policy and procedure to be established by the City Manager and approved by the City Attorney. Provided, however, that such uses shall not interfere with the orderly function of government service in a Town facility and provided further that this grant of authority shall not constitute or authorize the creation of a specific public forum at any Town facility.
 - e. To authorize the distribution of items donated to the City such as food, refreshments and other items as designated by the donor to serve as prizes at events hosted by the Town or in which the City participates.
8. The City Manager is authorized to approve, execute, and issue an airport access permit on behalf of the City and approve and execute leases in connection with the Addison Airport which have a term not exceeding one year in length.
 9. The Council hereby gives the authority to the City Manager to sign and submit any certification of compliance with any laws, regulations, plans, procedures or similar policy documents, as requested or required by any agency organization, and to sign any similar documents and plans relating to Town contracts or projects that need an official Town approval or authorization, to include construction plan documents. A certification of compliance with the law shall first be signed as approved to form by the City Attorney.
 10. The Council hereby gives the authority to the City Manager to authorize the issuance of a refund of an overpayment or erroneous payment made to the Town, or for the refund of a permit in accordance with standards established by the Council or under another ordinance, unless state law requires the action of the Council to make a determination or finding with respect to the issuance of the refund.

11. The City Secretary shall file and maintain the originals of all contracts entered into and signed pursuant to this ordinance in accordance with applicable records retention requirements.
12. The grant of authority made herein to the City Manager shall extend to the identical matters that come before the City as set forth herein as they relate to Town boards, districts, and commissions and which are authorized or required by law or any Interlocal Cooperative Agreement to come before the City for approval.
13. This ordinance may not be construed to delegate authority to approve, without Council action, any contract, contract amendment, or other legal instrument that is required by state law to be approved by the Council.
14. This grant of authority to the City Manager and designated staff shall be in addition to any authority granted to the City Manager to take such actions through other ordinances of the Town, shall supersede and be controlling over any conflicting provision or procedure contained in any resolution or other ordinance previously adopted by the Council that required a contract to be approved by the Council, except as may be set forth in the Purchasing Manual approved by the Council, as amended.
15. The City Manager may delegate the authority granted under this ordinance to the extent allowed by the Code of Ordinances, other Town ordinances, the Town Charter or state law. The City Manager may make rules and procedures, which are not in conflict with the Code of Ordinances, other Town ordinances, the Town Charter, or state law, concerning the form and substance of administrative action and the administration of contracting processes.
16. The City Attorney may delegate the responsibilities set forth under this ordinance to an assistant city attorney.
17. The City Manager shall have the power and authority to pay claims, not to exceed \$15,000.00, which the City Manager deems to be meritorious for damages to real or personal property suffered by any member of the public through no fault of his or her own, but which results from an act or omission by officers or employees of the Town while engaged in the performance of a governmental function; provided, however, that no claim may be settled, compromised and paid if such claim would be barred by applicable statutes of limitations. No payment shall be made unless the claimant accepts the amount allowed as in full compromise and settlement of all amounts claimed or to be claimed against the Town, its officers, or employees, arising from the same facts. In the event that no settlement is made, nothing herein contained or done hereunder shall prejudice the Town in any defense that it may have in any suit or action. Nothing contained herein shall be construed as creating a cause of action nor the giving of any right to institute or maintain any suit or action which would not otherwise exist or be cognizable under the law as a legal claim; provided, however, this authority may never be used to pay any claim arising out of floods, war, insurrection, riot, civil disorder or acts of God.

18. Nothing in this ordinance is intended to diminish or reduce any duties or authority of the City Manager authorized in the Town of Addison Charter.

19. This ordinance shall become effective from and after its passage.

PASSED AND APPROVED by the Council of the Town of Addison, Texas this the _____ day of _____, 2016.

Todd Meier, Mayor

ATTEST:

Laura M. Bell, City Secretary

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney