



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

REGULAR MEETING OF THE CITY COUNCIL

7:30 P.M.

AUGUST 11, 2009

TOWN HALL

5300 BELT LINE ROAD

REGULAR SESSION

Pledge of Allegiance

Item #R1 - Consideration of Old Business.

Introduction of Employees

Discussion of Upcoming Events

Item #R2 - Consent Agenda.

#2a - Approval of the Minutes for:

July 14, 2009, Regular City Council Meeting and Work Session

Item#R3 - Presentation and discussion regarding the Third Quarter Financial Review for Fiscal Year 2008-2009.

Attachment:

1. Third Quarter Financial Review for Fiscal Year 2008-2009
-

Item#R4 - **PUBLIC HEARING** 2009-2010 Proposed Budget. Public hearing on, presentation and discussion regarding the 2009-2010 Proposed Budget.

Item#R4A - Presentation and discussion of the General and Hotel Budget Funds.

Item#R5 - Presentation and discussion regarding the participation in the Class XXI Leadership Metrocrest Program.

Item #R6 - Presentation, discussion and consideration of approval of an ordinance approving a negotiated resolution between the Atmos Cities Steering Committee (including the Town of Addison) and Atmos Energy Corp., Mid-Tex Division (the "Company") regarding the Company's Rate Review Mechanism filing in all cities (including the Town) exercising original jurisdiction, declaring existing rates to be unreasonable, requiring the Company to reimburse cities' reasonable ratemaking expenses, adopting tariffs, and including and providing for other matters and items related thereto.

Attachments:

1. Council Agenda Item Overview
2. Ordinance
3. A Tariffs
4. B Proof of Revenue

Administrative Recommendation:

Administration recommends approval.

Item#R7 - Presentation, discussion and consideration of approval of consent to a Transfer of Ownership Interest and Change of Control of Ground Lease 0410-0401 at 4532 Glenn Curtis, between the Town of Addison as Landlord and 4532 Glenn Curtis Associates, Ltd., as Tenant and Colbyco Industries, LLC, a Texas limited liability company.

Attachments:

1. Council Agenda Item Overview
2. Bill Dyer Memorandum
3. Exhibit A

Administrative Recommendation:

Administration recommends approval.

Item #R8 - Presentation, discussion and consideration of approval of a contract between the Town of Addison and Reliable Paving, Inc., for Keller Springs Repairs Bid # 09-16.

Attachments:

1. Council Agenda Item Overview
2. Bid Tabulation

Administrative Recommendation:

Administration recommends approval.

Item #R9 - Presentation, discussion and consideration of approval of a contract in the amount of \$30,101.40, with R2W, Inc., to replace the current Fire Station Alerting Systems at Fire Station #1 and Fire Station #2.

Attachments:

1. Council Agenda Item Overview
2. Bid Tab
3. Award Letter

Administrative Recommendation:

Administration recommends approval.

Item #R10 - Presentation, discussion and consideration of approval of an ordinance affirming the ongoing and continued provision of the Town's police department and matters related thereto in connection with the Town's application for "recognized" status from the Texas Police Chiefs Association's Law Enforcement Best Business Practices Recognition Program.

Attachments:

1. Council Agenda Item Overview Jason
2. Ordinance

Administrative Recommendation:

Administration recommends approval.

Item #R11 - Presentation, discussion and consideration of approval of a way-finding sign package for Addison Circle.

Attachments:

1. Cover Agenda Item Overview
2. Map
3. Proposed Signs

Administrative Recommendation:

Administration recommends approval.

Item #R12 - **PUBLIC HEARING** Case 1581-Z/Ryland Homes at Meridian Square. Public hearing on, presentation, discussion and consideration of approval of an ordinance approving revised floor plans and elevations for a townhome project, which is part of a previously approved development project for 48 townhomes and 90 condominium units, located in the UC – Urban Center District/Residential Subdistrict, on 3.9 acres at the southeast corner of the intersection of Quorum Drive and Airport Parkway, on application from Ryland Homes, represented by Mr. Matthew Alexander of Dowdey, Anderson & Associates.

Attachments:

1. Docket map
2. Staff report
3. Plans

The Addison Planning and Zoning Commission, meeting in regular session on July 23, 2009, voted to recommend approval of the request for final development plan approval, on application from Ryland Homes, with the following waivers to design standards:

APPROVED WAIVERS FOR RYLAND TOWNHOMES

Waiver of design standards in order to allow lot widths to be 22 feet as opposed to the 25 feet required by the ordinance

Waiver to design standards in order to allow depths of 45 feet as opposed to the 55 feet required by the ordinance.

Waiver to design standards in order to allow lot coverage of 100% of the lot as opposed to the 65% of the lot required by the ordinance

Waiver to design standards in order to allow a minimum three-foot setback against the Category C, (Residential) Streets (Calloway), as opposed to the five-foot setback required by the ordinance, and a waiver to design standards in order to allow a seven-foot setback against the Category D (Quorum, Spectrum, Airport Parkway) streets, as opposed to the ten-foot setback required by the ordinance.

Waiver to design standards in order to use composition shingles as a roofing material.

APPROVED WAIVERS FOR SAVANNAH HOMES CONDOMINIUMS

Waiver to the design standard for minimum width and minimum depth for a lot.

Waiver to design standards in order to allow a minimum seven-foot setback against a Category D street (Spectrum Drive), as opposed to the ten-foot setback required by the ordinance.

Waiver to design standards in order to allow for not less than 70 percent of the exterior cladding of all exterior walls fronting or visible from public streets (including above grade parking structures) be brick or stone construction.

The Planning and Zoning Commission also voted to recommend approval of the request for final development plan approval, on application from Ryland Homes, subject to the following conditions:

CONDITIONS FOR APPROVAL:

-All townhomes on the site shall contain the following design elements:

-divided light windows

-overhangs and gables

-30% of the front and sides of each building shall be stone façade. Alley sides of buildings are not required to include stone in the façade.

-all units within a building shall be composed of the same brick. However, not all buildings have to use the same brick.

-front yard enclosures are to be provided on buildings facing Quorum Drive, Spectrum Drive, and Calloway Drive

-all fencing, stair rails, and balcony railings shall be metal. No wood fencing or railings will be allowed.

-all air conditioning units shall be screened with a sight-barring material which shall be approved by the staff.

-GAF "Grand Slate" composition shingles, with lifetime warranty, shall be used on all roofs.

-All roof vents, plumbing stacks, and mechanical vents shall be installed on the back side of the roof ridge line to the fullest extent possible.

-Units in Block C, units 1-8, (as shown on the approved final plat for Meridian Square) shall be constructed using noise mitigation methods so that outside noise levels, measured within the habitable space of the dwelling unit, do not exceed 45 DNL. A certified acoustical engineer shall approve the construction plans for units 1-8 to assure they will provide a 45 DNL noise level, and a certified acoustical engineer shall inspect the units, once they are constructed, and verify that the required noise level has been attained. The applicant shall bear all costs for hiring the certified acoustical engineer.

-The tree wells on all public streets shall be designed to match the Fairfield Development tree wells, which include a concrete curb edge separating the pavers from the planting bed.

-Where possible, plantings (shrubs or vines) shall be added in the alleys to soften the appearance from the streets.

-The dead-end alleys shall have appropriate signage.

-A 5-foot sidewalk easement shall be added along the Spectrum Drive frontage.

-Any encroachments into the public right-of-way shall comply with Chapter 32 of the 2006 IBC must be approved by the Public Works Department.

-The townhomes shall comply with the requirements of the 2006 IRC, unless a unity agreement is executed.

-Fire hydrants shall be placed at 300-foot intervals along streets and fire lanes serving the property.

-All air conditioning units on the condominiums shall be screened from view on all sides with a solid material,

-Plans shall be revised to include a wing-wall or gateway element at all alley entrances to help screen views into the alleys.

-All paving and drainage design and construction must meet city standards.

-A final site plan must be approved by the Fire Department before issuance of a building permit.

-Detailed streetscape plans shall be submitted for review and approval for lighting, paving, irrigation, site furniture, and planting prior to the issuance of a building permit.

-The on-going open space maintenance shall be the owners/homeowners association's responsibility, which includes the maintenance of the living screen area along Airport Parkway.

Voting Aye: Doherty, Gaines, Hewitt, Resnik, Wood,

Voting Nay: None

Absent: DeFrancisco, Wheeler

Administrative Recommendation:

Administration recommends approval

Item #R13 - **PUBLIC HEARING** Case 1582-SUP/Chase's Place. Public hearing on, presentation, discussion and consideration of approval of an ordinance amending an existing Special Use Permit for a day care facility in a LR – Local Retail District, located at 14210 Marsh Lane, on application from Chase's Place, Inc., represented by Ms. Elizabeth Goodson.

Attachments:

1. Docket map
2. Staff report
3. Plan

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on July 29, 23, 2009, voted to recommend approval of the request on application for an amendment to an existing Special Use Permit for a day-care facility, on application from Chase's Place, subject to no conditions.

Voting Aye: Doherty, Gaines, Hewitt, Resnik, Wood

Voting Nay: None

Absent: DeFrancisco, Wheeler

Administrative Recommendation:

Administration recommends approval.

Item #R14 - **PUBLIC HEARING** Case 1583-SUP/RCCG Lion of Judah Parish. Public hearing on, presentation, discussion and consideration of approval of an ordinance for a Special Use Permit for a religious institution in a Planned Development district, located at 4845 Keller Springs Road, on application from Redeemed Christian Church of God, represented by Mr. Adewale Justin Alaysa.

Attachments:

1. Docket Map
2. Staff report
3. Plans
4. Fax from Joyce Breedlove and William Chadwell
5. Fax from Carleen Wilkinson
6. Letter from Michael S. Alfred, Attorney for Valley of Bent Tree Homeowner's Association

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on July 23, 2009, voted to recommend approval of the request for a Special Use Permit for a religious institution, on application from RCCG Lion of Judah Parish, International, subject to no conditions.

Voting Aye: Doherty, Gaines, Hewitt, Resnik, Wood

Voting Nay: None

Absent: DeFrancisco, Wheeler

Administrative Recommendation:

Administration recommends approval.

Item #R15 - Presentation, discussion and consideration of approval of an ordinance approving an exception to Section 62-163, Area, of the Sign Ordinance, for the FedEx Office located at 4568 Belt Line Road.

Attachments:

1. Staff Report
2. Application
3. Plat w/picture

Administrative Recommendation:

Administration recommends approval of 30" letters.

Item #R16 - Presentation, discussion and consideration of approval of the rejection of all the received bids for the purchase and implementation of a Court Case Management System.

Attachment:

1. Council Agenda Item Overview

Administrative Recommendation:

Administration recommends approval.

Item #R17 - Presentation, discussion and consideration of approval of a Construction and Utility Adjustment Agreement between the Town of Addison and Southwestern Bell Telephone Company, d/b/a AT&T Texas to implement the construction of the duct bank and the relocation of AT&T Facilities for the Vitruvian Park Public Infrastructure – Phase IB project.

Attachments

1. Council Agenda Item Overview
2. Construction and Utility Adjustment Agreement

Administrative Recommendation:

Administration recommends approval.

Item #R18 - Presentation, discussion and consideration of approval of a Supplemental Agreement to the Agreement for Professional Service with Icon Consulting Engineers, Inc., in the amount not to exceed \$38,750.00, for additional professional services on the Vitruvian Park Phase 1 Infrastructure project.

Attachments

1. Council Agenda Item Overview
2. Proposal for Additional Services

Administrative Recommendation:

Administration recommends approval.

Adjourn Meeting

Posted:
August 7, 2009 at 5:00 P.M.
Lea Dunn - City Secretary

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

**OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL
WORK SESSION**

July 14, 2009
6:00 P.M. – Town Hall
5300 Belt Line Road
Upstairs Conference Room

Council Members Present:

Mayor Chow, Councilmembers Braun, Clemens, Daseke, Lay, Mellow and Noble

Absent: None

Work Session

Item #WS1 - Presentation and discussion regarding the proposed assignment by Victory Jet, Inc. to PlaneSmart! Properties, LLC of Victory Jet, Inc.'s interests in the building improvements and leasehold under Ground Lease #013A-14 and Hangar Lease #0120-03 relating to and concerning the real property located at or about 15841 Addison Road on the Addison Airport.

Bill Dyer with Addison Airport made the presentation and led the discussion regarding the proposed assignment by Victory Jet, Inc. to PlaneSmart! Properties, LLC of Victory Jet, Inc.'s interests in the building improvements and leasehold under Ground Lease #013A-14 and Hangar Lease #0120-03 relating to and concerning the real property located at or about 15841 Addison Road on the Addison Airport.

There was no action taken.

Item #WS2 - Discussion regarding the Town's Visitor Services operations and related uses.

Ron Whitehead led the discussion regarding the Town's Visitor Services operations and related uses.

There was no action taken.

Mayor-Joe Chow

Attest:

City Secretary-Lea Dunn

**OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL
REGULAR SESSION**

July 14, 2009
7:30 P.M. – Town Hall
5300 Belt Line Road
Council Chambers

Present: Mayor Chow, Councilmembers Braun, Clemens, Daseke, Lay, Mellow and Noble

Absent: None

Regular Session

Item #R1 - Consideration of Old Business.

Police Chief Ron Davis presented the members of the Criminal Investigation Division for Special Recognition for an outstanding job in apprehending perpetrators involved in a home burglary on Winnwood:

Captain Deanna Robinson
Lt. Chad Hanson-Patrol Division
Lt. Paul Spencer-CID Division
Sgt. Deb Poehling
Truman Akins
Jack Burns
Corey Gayden
Pete Holland
David McDonald
Jason Means
Damacio Rodriguez
Karen Spencer
Keith Wilson

The following employee was also introduced to the Council: Troy Ayres with the Police Department.

Item #R2 - Consent Agenda.

#2a - Approval of the Minutes for:

June 23, 2009, Regular City Council Meeting and Work Session

Councilmember Mellow moved to approve the Minutes for:

June 23, 2009, Regular City Council Meeting and Work Session

Councilmember Braun seconded the motion. Motion carried.

Voting Aye: Chow, Braun, Clemens, Daseke, Lay, Mellow and Noble
Voting Nay: None
Absent: None

Item #R3 - Presentation of a check for \$2,817.18 to Metrocrest Social Services for the *School's Out for Summer Food Drive*.

Mayor Chow presented the check for \$2,817.18 to Lou Sartor, Board President and Defae Weaver, Director of Development of Metrocrest Social Services for the *School's Out for Summer Food Drive*.

Item #R4 - Presentation by Ken Nolan with the Dallas Central Appraisal District (DCAD) regarding DCAD's responsibilities, methods for valuing property, trends in property values, and any significant changes that came out of the 81st (2009) session of the Texas Legislature, and discussion regarding the same.

Ken Nolan, with the Dallas Central Appraisal District (DCAD) made the presentation regarding DCAD's responsibilities, methods for valuing property, trends in property values, and any significant changes that came out of the 81st (2009) session of the Texas Legislature.

There was no action taken.

Item #R5 - Presentation of the Distinguished Budget Presentation Award for Fiscal Year 2008.

Mayor Chow made the presentation of the Distinguished Budget Presentation Award for Fiscal Year 2008 to Randy Moravec.

There was no action taken.

Item #R6 - Presentation, discussion and consideration of approval of an agreement between the Town and MuniServices, LLC for hotel occupancy tax consulting services.

Councilmember Lay moved to approve an agreement between the Town and MuniServices, LLC for hotel occupancy tax consulting services.

Councilmember Daseke seconded. Motion carried.

Voting Aye: Chow, Braun, Clemens, Daseke, Lay, Mellow and Noble
Voting Nay: None
Absent: None

Item #R7 - Presentation, discussion and consideration of approval of an agreement between the Town and MuniServices, LLC for sales tax audit services.

Councilmember Lay moved to approve an agreement between the Town and MuniServices, LLC for sales tax audit services.

Councilmember Clemens seconded. Motion carried.

Voting Aye: Chow, Braun, Clemens, Daseke, Lay, Mellow and Noble
Voting Nay: None
Absent: None

Item #R8 - Presentation, discussion and consideration of approval of an agreement between the Town and MuniServices, LLC for consulting services related to the execution of an expanded sales tax compliance review and sales tax capture leakage analysis.

Councilmember Daseke moved to approve an agreement between the Town and MuniServices, LLC for consulting services related to the execution of an expanded sales tax compliance review and sales tax capture leakage analysis.

Councilmember Clemens seconded. Motion carried.

Voting Aye: Chow, Braun, Clemens, Daseke, Lay, Mellow and Noble
Voting Nay: None
Absent: None

Item #R9 - Presentation, discussion and consideration of approval of the award of a contract to Allegra Company for printing services.

Councilmember Mellow moved to approve the award of a contract to Allegra Company for printing services.

Councilmember Clemens seconded. Motion carried.

Voting Aye: Chow, Braun, Clemens, Daseke, Lay, Mellow and Noble
Voting Nay: None
Absent: None

Item#R10 - Presentation, discussion and consideration of approval of the purchase of three Lifepak 15, Heart Monitor/Defibrillators.

Councilmember Mellow moved to approve the purchase of three Lifepak 15, Heart Monitor/Defibrillators.

Councilmember Daseke seconded. Motion carried.

Voting Aye: Chow, Braun, Clemens, Daseke, Lay, Mellow and Noble
Voting Nay: None
Absent: None

Item#R11 - Presentation, discussion and consideration of approval of the award of a contract to Noofangle Media in the amount of \$28,000.00 for professional services to design and host an Addison Green/Sustainability community portal, subject to the City Attorney's final approval.

Councilmember Mellow moved to approve the award of a contract to Noofangle Media in the amount of \$28,000.00 for professional services to design and host an Addison Green/Sustainability community portal, subject to the City Attorney's final approval.

Councilmember Noble seconded. Motion carried.

Voting Aye: Chow, Braun, Clemens, Daseke, Lay, Mellow and Noble
Voting Nay: None
Absent: None

Item #R12 - Presentation and discussion of contracts regarding the Management and Operation of Addison Airport.

Jimmy Niemann made the presentation and led the discussion of contracts regarding the Management and Operation of Addison Airport.

No action was taken.

Item#R13 - Presentation, discussion and consideration of approval of consent to and certain documents regarding the proposed sale and assignment by Victory Jet, Inc. to PlaneSmart! Properties, LLC, a Texas limited liability company, of Victory Jet's interests in the building improvements and leasehold under Ground Lease #013A-14 and Hangar Lease #0120-03 relating to and concerning the real property located at or about 15841 Addison Road on the Addison Airport.

Councilmember Clemens moved to approve of consent to and certain documents regarding the proposed sale and assignment by Victory Jet, Inc. to PlaneSmart! Properties, LLC, a Texas limited liability company, of Victory Jet's interests in the building improvements and leasehold under Ground Lease #013A-14 and Hangar Lease #0120-03 relating to and concerning the real property located at or about 15841 Addison Road on the Addison Airport with all seven instruments to be subject to City Manager and City Attorney approval.

Councilmember Mellow seconded. Motion carried.

Voting Aye: Chow, Braun, Clemens, Daseke, Lay, Mellow and Noble
Voting Nay: None

Absent: None

Item #R14 - REPLAT/Lot 2R, Block A, Excel Plaza. Presentation, discussion and consideration of approval of a replat for one lot of 7.725 acres, located at the southeast corner of the intersection of Westgrove Drive and Excel Parkway, on application from NNN Addison.Com Center, represented by Mr. Kelli Burchett of Grubb-Ellis.

Councilmember Mellow moved to approve of a replat for one lot of 7.725 acres, located at the southeast corner of the intersection of Westgrove Drive and Excel Parkway, on application from NNN Addison.Com Center, represented by Mr. Kelli Burchett of Grubb-Ellis.

Councilmember Daseke seconded. Motion carried.

Voting Aye: Chow, Braun, Clemens, Daseke, Lay, Mellow and Noble
Voting Nay: None
Absent: None

Item #R15 - Presentation, discussion and consideration of approval of a contract between the Town and BTA Services Ltd, d/b/a Action Services for Pavement Markings, Bid #09-17.

Councilmember Braun moved to approve of a contract between the Town and BTA Services Ltd, d/b/a Action Services for Pavement Markings, Bid #09-17.

Councilmember Lay seconded. Motion carried.

Voting Aye: Chow, Braun, Clemens, Daseke, Lay, Mellow and Noble
Voting Nay: None
Absent: None

Item #R16 - **PUBLIC HEARING**, presentation and discussion regarding the status of the Storm Water Management Program.

Nancy Cline made the presentation and led the discussion regarding the status of the Storm Water Management Program.

Mayor Chow opened the meeting as a public hearing. No one spoke. Mayor Chow closed the meeting as a public hearing.

Item #R17 - Presentation and discussion regarding findings of the Water Quality Action Plan Study prepared by Freese & Nichols Engineers, Inc.

Nancy Cline introduced Scott Cole and Jessica Brown from Freese & Nichols Engineers, Inc., who made the presentation and led the discussion regarding findings of the Water Quality Action Plan Study prepared by Freese & Nichols Engineers, Inc.

Item #R18 - Presentation, discussion and consideration of approval of a supplemental agreement to the Engineering Services Agreement between the Town and Freese & Nichols, Inc., in an amount not to exceed \$129,300.00 for additional design services on the proposed 1.5 Million Gallon Elevated Storage Tank.

Item #R18 was removed for consideration and will be addressed during a future Council Meeting.

Item #R19 - Presentation, discussion and consideration of approval of a contract with SWG Energy to purchase and install a 3.5 KW Cleanfield Wind Turbine for \$41,620.00 on the future Elevated Storage Tank site at Surveyor Boulevard and Arapaho Road.

Item #R19 was removed for consideration and will be addressed during a future Council Meeting.

At 11:51 P.M., Mayor Chow announced that Council would convene into Executive Session to discuss the following Items:

Item #ES1 - Closed (executive) session of the Addison City Council, pursuant to Section 551.072, Texas Government Code, to deliberate the lease or value of certain real property located within the Town.

The Council came out of Executive Session at 12:33 P.M.

Item #R20 - Discussion and consideration of action regarding the lease by the Town of certain real property located within the Town.

Councilmember Mellow moved to approve the lease by the Town of certain real property located within the Town.

Councilmember Lay seconded. Motion carried.

Voting Aye: Chow, Braun, Clemens, Daseke, Lay and Mellow

Voting Nay: Noble

Absent: None

There being no further business before the Council, the meeting was adjourned.

Mayor-Joe Chow

Attest:

City Secretary-Lea Dunn

Department of Financial & Strategic Services

Quarterly Review

For the Period and Year Ended June 30, 2009

*Town of Addison
August 2009*

Quarter Ended 06/30/09

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| Attachments: | |
| First Southwest Portfolio Report | Attached |

Executive Dashboard – 3rd Quarter, 2009 Fiscal Year

Financial Indicators

Key Revenue Sources:

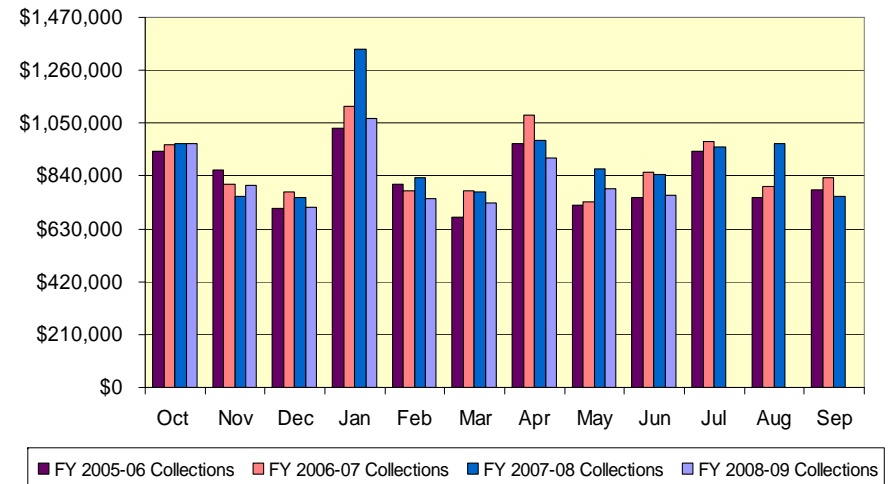
| | FY09 Budget | FY09 Projection* | Outlook/Variance |
|-------------------------|--------------|------------------|------------------|
| Ad Valorem Taxes | \$10,270,470 | \$9,950,000 | (\$320,470) |
| Sales Taxes | \$11,124,500 | \$9,900,000 | (\$1,224,500) |
| Franchise Fees | \$2,559,680 | \$2,501,500 | (\$58,180) |
| Licenses and Permits | \$658,560 | \$585,000 | (\$73,560) |
| Court Fines | \$1,300,000 | \$1,175,000 | (\$125,000) |
| Hotel Tax | \$5,200,000 | \$4,200,000 | (\$1,000,000) |
| Fuel Flowage Fees | \$800,000 | \$621,000 | (\$179,000) |
| Water and Sewer Charges | \$9,542,000 | \$8,926,400 | (\$615,600) |

Key Expenditures:

| | FY09 Budget | FY09 Projection* | Outlook/Variance |
|--------------------|--------------|------------------|------------------|
| General Fund | \$28,981,820 | \$27,461,930 | (\$1,519,890) |
| Hotel Fund | \$7,033,610 | \$6,236,530 | (\$797,080) |
| Airport Operations | \$3,408,640 | \$3,032,530 | (\$376,110) |
| Utility Dept. | \$2,544,310 | \$2,291,550 | (\$252,760) |

*Using data through June 30, 2009

Addison Sales Tax Collections



Overall Fund Outlook:

General Fund



Airport Fund



Hotel Fund



Utility Fund



Executive Dashboard – 3rd Quarter, 2009 Fiscal Year



Economic Indicators

Office Occupancy Indicators:

North Dallas / Addison  Down from 83.01% to 82.95% Dallas/Fort Worth Metroplex  Down from 80.92% to 77.97%



Source: Blacks Guide, Spring/Summer 2008 vs. Spring/Summer 2009

Hotel Indicators:

Hotel Occupancy  2009 down 13.3% from 2008 RevPAR  2009 down \$12.46 from 2008

Source: STR Report – June 2008 vs. June 2009

Area Economic Indicators:

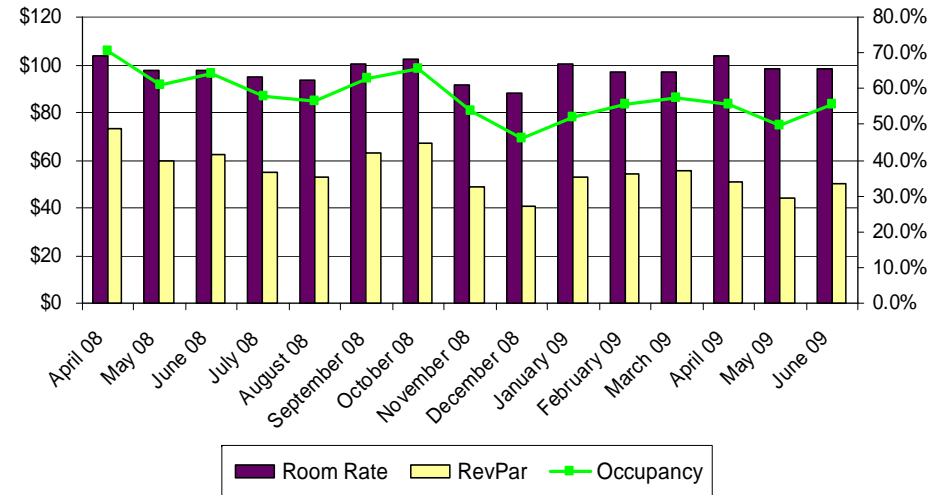
Area Employment  2009 down 2.6% from 2008 Texas Leading Indicators Index  2009 down 15.06% from 2008

Source: Dallas Federal Reserve

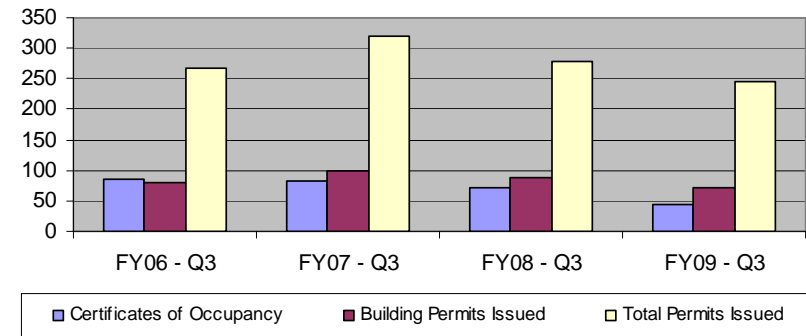
Building Permit Activity:

| | FY 2008 (thru June 30st) | FY 2009 (thru June 30st) |
|---------------------------|-----------------------------|-----------------------------|
| Certificates of Occupancy | 220 | 142 |
| Building Permits Issued | 228 | 200 |
| Total Permits Issued | 783 | 633 |
| Total Valuation | \$54,535,685 | \$26,059,898 |

Hotel Industry Statistics



Comparison of Permit Activity



Contract Summary Dashboard - 3rd Quarter, 2009 Fiscal Year

For the period ended June 30, 2009

Status of Current Contracts

Type of Service

Key Maintenance Contracts

| <u>Contract</u> | <u>Vendor/Contractor</u> | <u>Project Manager</u> | <u>Contract Amount</u> | <u>Paid Amount YTD</u> | <u>% of Contract</u> | <u>Status</u> | <u>Comments</u> |
|--|----------------------------|------------------------|------------------------|------------------------|----------------------|---------------|------------------------------|
| General Services - HVAC Maintenance | Brothers A/C & Heating | Mark Acevedo | \$89,652 | \$81,983 | 91% | | Includes heater replacement |
| General Services - Janitorial Services | Jani-King of Dallas | Mark Acevedo | \$102,480 | \$85,546 | 83% | | |
| Parks Mowing | Blade Turner | Slade Strickland | \$164,302 | \$123,769 | 75% | | Majority of mowing in summer |
| Street Sweeping | Sweeping Services of Texas | Robin Jones | \$53,000 | \$34,550 | 65% | | |
| Solid Waste Pick-Up | Waste Management | Robin Jones | \$224,160 | \$174,259 | 78% | | |

Key Construction Contracts

| <u>Contract</u> | <u>Vendor/Contractor</u> | | <u>Contract Amount*</u> | <u>Paid Amount YTD</u> | <u>% of Contract</u> | <u>Status</u> | <u>Comments</u> |
|---------------------------|--------------------------|------------------|-------------------------|------------------------|----------------------|---------------|----------------------------------|
| Spruill Park Construction | Ratliff Hardscape, Ltd | Slade Strickland | \$471,080 | \$304,915 | 65% | | Will be completed by end of FY09 |

Key Service Contracts

| <u>Contract</u> | <u>Vendor/Contractor</u> | | <u>Contract Amount**</u> | <u>Paid Amount YTD</u> | <u>% of Contract</u> | <u>Status</u> | <u>Comments</u> |
|----------------------|--------------------------|---------------|--------------------------|------------------------|----------------------|---------------|-----------------|
| Legal Services | Cowles and Thompson | Ron Whitehead | \$466,500 | \$357,356 | 77% | | |
| Investment Services | First Southwest | Jason Cooley | \$49,000 | \$43,262 | 88% | | |
| Advertising Services | Krause | Lea Dunn | \$948,430 | \$590,431 | 62% | | |
| Sponsorship Services | PPI and Cavanaugh | Lea Dunn | \$95,000 | \$95,000 | 100% | | |
| Airport Management+ | Washington Staubach | Mark Acevedo | \$2,415,520 | \$1,353,784 | 56% | | |

* Includes all change orders

** Because contract amounts are based on different variables (hourly rate, percentage of funds invested, etc), contract amount represents amount budgeted for 2009 fiscal year

+ based on a percentage of gross receipts

| | |
|--------------|--|
| Completed | |
| No issues | |
| Some issues | |
| Major issues | |

Department of Financial & Strategic Services

To: Ron Whitehead, City Manager

From: Randy Moravec, Chief Financial Officer
Jason L. Cooley, Strategic Services Manager

Re: Third Quarter FY 2009 Financial Report

Date: August 5, 2009

GENERAL FUND

- With three-quarters of the year elapsed, revenues totaled \$22.7 million, which is roughly \$1 million less than received this time a year ago.
 - The negative amounts reflected in delinquent and penalty/interest revenue categories reflect refunds the Town has had to issue to tax payers who had appealed their appraised values, but paid the taxes based on their original assessment. If the appeals are successful, the Town is obligated to refund the tax associated with the different values.
 - Through nine months, sales tax of \$7.5 million is 7.7% less than collected this time last year.
 - Building and construction permit revenue remains low through the first three quarters of the fiscal year. However, there are projects on the horizon, such as the Methodist Spine Hospital, that will result in higher revenues by year end.

With 75% of the fiscal year elapsed, operating expenditures total approximately \$19.5 million, which is 67% of budget. Because of the planned reductions in operating expenditures this year, all departments but one are projected to be under budget. The one exception is Council Projects that will need a budget amendment to accommodate costs associated with putting council meetings on the Internet.

HOTEL FUND

- Revenues through the third quarter totaled \$4.3 million, a decline of \$803k from last year. The lower level of revenue is due to a decline in hotel occupancy taxes (HOT) caused by an anemic business travel market. HOT revenues were down 21% from this time last year. As reflected on the HOT statement on page 13 of this report, the decline in business travel has impacted all market segments.
- Operating expenditures amounted to \$4.8 million or 62% of budget, a decrease of \$138k, from last year.

AIRPORT FUND

- Operating revenue through the third quarter of the fiscal year totaled \$2.7 million, about \$29k less than last year. The largest decline was in fuel flowage fees which are down 22% from last year.
- Year-to-date operating expenses amounted to \$1.9 million, which resulted in \$754k to net income and a \$345k increase in working capital.

UTILITY FUND

- Operating revenues through the third quarter of the fiscal year total \$5.5 million, only slightly greater than the amount recorded last year despite an 11% increase in water and sewer rates.
- Operating expenses of \$5 million are up 13% due to higher rates charged by Dallas Water Utilities for water purchases and sewage treatment, resulting in a net income of only \$23k. Although net income will improve in the fourth quarter because of summer water sales, the Town's water and sewer rates will likely have to increase in the 2010 fiscal year in order to support the fund's operating and capital expenses.

CASH AND INVESTMENT REPORT

- Cash for all funds as of June 30, 2009 totaled \$72.7 million, a net decline of \$3 million from the second quarter.
- The Town's average investment yield to maturity at the end of June was 1.958% compared to the 2.163% yield the previous quarter. The average weighted maturity declined from 195 days to 185 days.
- We concur with First Southwest Asset Management's recommended strategy of withdrawing from investments in commercial paper and shift to collateralized bank certificates of deposit, when practical. Investments will be kept relatively short in maturity until the yield curve justifies investing in instruments with 18 to 24 month maturities.

TOWN OF ADDISON

EXECUTIVE SUMMARY OF MAJOR OPERATING FUNDS FOR THE QUARTER ENDED JUNE 30, 2009 UNAUDITED ACTUAL AMOUNTS COMPARED TO THE 2009 ADOPTED BUDGET AND PREVIOUS YEAR ACTUAL FOR SAME PERIOD

All Amounts Expressed in Thousands of Dollars

| | General Fund | | | Hotel Fund | | | Airport Fund | | | Utility Fund | | | Total Major Operating Funds* | | |
|---------------------------------------|---------------|-----------------|---------------|----------------|-----------------|---------------|---------------|---------------|-----------------|-------------------|-------------------|--------------|------------------------------|---------------|---------------|
| | Budget | Actual | PY Actual | Budget | Actual | PY Actual | Budget | Actual | PY Actual | Budget | Actual | PY Actual | Budget | Actual | PY Actual |
| RESOURCES | | | | | | | | | | | | | | | |
| Ad Valorem Tax | 10,295 | 9,886 | 10,088 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 10,295 | \$ 9,886 | \$ 10,088 |
| Non-Property Tax | 12,130 | 7,981 | 8,627 | 5,200 | 3,066 | 3,548 | - | - | - | - | - | - | 17,330 | 11,047 | 12,174 |
| Franchise Fees | 2,560 | 2,159 | 1,965 | - | - | - | - | - | - | - | - | - | 2,560 | 2,159 | 1,965 |
| Service/Permitting/License Fees | 1,943 | 1,294 | 1,369 | 1,475 | 752 | 885 | 837 | 456 | 578 | 9,612 | 5,478 | 5,351 | 13,867 | 7,980 | 8,184 |
| Rental, Interest and Other Income | 2,063 | 1,345 | 1,564 | 1,005 | 493 | 682 | 3,370 | 2,260 | 2,213 | 351 | 135 | 180 | 6,789 | 4,233 | 4,639 |
| Transfers and Other Sources | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Total Resources | 28,991 | 22,665 | 23,613 | 7,680 | 4,312 | 5,115 | 4,207 | 2,716 | 2,790 | 9,963 | 5,613 | 5,531 | 50,841 | 35,306 | 37,050 |
| APPLICATION OF RESOURCES | | | | | | | | | | | | | | | |
| Personal Services | 19,289 | 13,268 | 12,400 | 1,620 | 953 | 1,072 | 286 | 152 | 230 | 1,404 | 811 | 930 | 22,599 | 15,185 | 14,631 |
| Supplies and Materials | 1,351 | 855 | 884 | 123 | 86 | 88 | 26 | 10 | 13 | 128 | 75 | 78 | 1,628 | 1,026 | 1,063 |
| Maintenance | 2,714 | 1,642 | 1,473 | 657 | 344 | 286 | 1,615 | 753 | 960 | 312 | 378 | 243 | 5,299 | 3,118 | 2,961 |
| Contractual Services | 4,594 | 2,980 | 2,824 | 4,521 | 2,621 | 2,620 | 1,481 | 938 | 1,105 | 5,185 | 3,711 | 3,141 | 15,781 | 10,250 | 9,690 |
| Capital Equipment Amortization | 862 | 643 | 808 | 61 | 46 | 46 | - | - | - | 18 | 13 | 13 | 941 | 702 | 868 |
| Capital Equipment/Projects | 172 | 86 | 62 | 52 | 32 | 108 | 200 | 226 | 883 | 1,748 | 636 | (6,278) | 2,171 | 980 | (5,226) |
| Transfers and Other Uses** | - | - | - | 700 | 700 | 700 | 390 | 293 | 292 | 2,987 | 2,240 | 1,967 | 4,077 | 3,232 | 2,959 |
| Total Application of Resources | 28,982 | 19,475 | 18,450 | 7,734 | 4,782 | 4,920 | 3,999 | 2,371 | 3,482 | 11,781 | 7,864 | 94 | 52,495 | 34,493 | 26,946 |
| Net Change in Fund Balances | \$ 9 | \$ 3,190 | 5,163 | \$ (54) | \$ (471) | \$ 195 | \$ 208 | \$ 345 | \$ (691) | \$ (1,818) | \$ (2,251) | 5,437 | \$ (1,655) | \$ 813 | 10,104 |

Notes:

* Totals may not exactly match due to rounding.

** Transfers and other uses includes interfund transfers and and retirement of debt in the Airport and Utility funds.

TOWN OF ADDISON
GENERAL FUND
FY 2009 QUARTERLY STATEMENT OF REVENUES COMPARED TO BUDGET
With Comparative Information from Prior Fiscal Year

| Category | 2008-09 FY | | | | 2007-08 | |
|------------------------------------|----------------------|---------------------|----------------------|-----------------------|----------------------|-----------------------|
| | Budget | 3rd Quarter | Year-to-Date | YTD as % of Budget | Year-to-Date | YTD as % of Budget |
| Advalorem taxes: | | | | | | |
| Current taxes | \$ 10,270,470 | \$ 126,494 | \$ 9,915,021 | 96.5% | \$ 10,046,155 | 100.0% |
| Delinquent taxes | 3,120 | (110) | (18,454) | -591.5% | 4,057 | 117.6% |
| Penalty & interest | 21,830 | 1,042 | (10,454) | -47.9% | 37,376 | 154.9% |
| Non-property taxes: | | | | | | |
| Sales tax | 11,124,500 | 2,465,259 | 7,504,828 | 67.5% | 8,130,545 | 75.8% |
| Alcoholic beverage tax | 1,005,060 | 237,529 | 475,905 | 47.4% | 496,029 | 51.3% |
| Franchise / right-of-way use fees: | | | | | | |
| Electric franchise | 1,550,000 | 375,803 | 1,163,546 | 75.1% | 1,206,941 | 75.4% |
| Gas franchise | 301,680 | 819 | 329,963 | 109.4% | 241,342 | 107.3% |
| Telecommunication access fees | 575,000 | 182,402 | 537,521 | 93.5% | 408,752 | 64.7% |
| Cable franchise | 125,000 | 44,398 | 121,475 | 97.2% | 93,763 | 84.7% |
| Wireless network fees | 1,000 | 400 | 800 | 80.0% | 8,240 | 54.9% |
| Street rental fees | 7,000 | 2,250 | 5,750 | 82.1% | 5,750 | 76.7% |
| Licenses and permits: | | | | | | |
| Business licenses and permits | 158,560 | 33,613 | 92,396 | 58.3% | 54,565 | 37.2% |
| Building and construction permits | 500,000 | 96,594 | 223,271 | 44.7% | 326,965 | 79.5% |
| Intergovernmental revenue | - | - | - | 0.0% | - | 0.0% |
| Service fees: | | | | | | |
| General government | 600 | 86 | 305 | 50.8% | 302 | 50.3% |
| Public safety | 713,000 | 183,394 | 533,258 | 74.8% | 551,366 | 76.1% |
| Urban development | 5,000 | 635 | 2,405 | 48.1% | 7,881 | 171.3% |
| Streets and sanitation | 310,250 | 87,748 | 245,877 | 79.3% | 230,358 | 77.6% |
| Recreation | 74,100 | 29,844 | 60,208 | 81.3% | 61,768 | 105.8% |
| Interfund | 181,650 | 45,414 | 136,242 | 75.0% | 136,242 | 75.0% |
| Court fines | 1,300,000 | 335,023 | 908,467 | 69.9% | 896,350 | 78.4% |
| Interest earnings | 552,500 | 70,927 | 208,007 | 37.6% | 429,941 | 76.6% |
| Rental income | 156,500 | 36,625 | 109,875 | 70.2% | 115,708 | 79.0% |
| Other | 54,000 | 64,491 | 118,457 | 219.4% | 122,245 | 249.5% |
| Total Revenues | <u>\$ 28,990,820</u> | <u>\$ 4,420,680</u> | <u>\$ 22,664,669</u> | 78.2% | <u>\$ 23,612,641</u> | 84.1% |

TOWN OF ADDISON
GENERAL FUND
FY 2009 QUARTERLY STATEMENT OF EXPENDITURES COMPARED TO BUDGET
With Comparative Information from Prior Fiscal Year

| Category | 2008-09 FY | | | | 2007-08 | |
|--------------------------------|----------------------|---------------------|----------------------|-----------------------|----------------------|-----------------------|
| | Budget | 3rd Quarter | Year-to-Date | YTD as % of Budget | Year-to-Date | YTD as % of Budget |
| General Government: | | | | | | |
| City manager | 1,504,200 | 301,192 | 988,730 | 65.7% | \$ 900,136 | 65.2% |
| Financial & strategic services | 1,052,050 | 208,614 | 699,723 | 66.5% | 574,501 | 55.6% |
| General services | 880,370 | 189,857 | 608,349 | 69.1% | 577,747 | 60.2% |
| Municipal court | 520,570 | 117,524 | 354,963 | 68.2% | 306,887 | 67.1% |
| Human resources | 572,960 | 126,176 | 338,731 | 59.1% | 229,482 | 50.9% |
| Information technology | 1,272,440 | 244,622 | 876,936 | 68.9% | 767,865 | 54.3% |
| Combined services | 794,020 | 168,025 | 539,341 | 67.9% | 605,505 | 61.3% |
| Council projects | 249,340 | 58,552 | 263,497 | 105.7% | 260,248 | 84.9% |
| Public safety: | | | | | | |
| Police | 7,392,850 | 1,659,205 | 5,089,866 | 68.8% | 4,960,261 | 66.7% |
| Emergency communications | 1,150,000 | 224,448 | 761,022 | 66.2% | 723,985 | 68.4% |
| Fire | 6,115,870 | 1,379,483 | 4,246,178 | 69.4% | 4,135,768 | 67.1% |
| Development services | 975,160 | 193,230 | 600,982 | 61.6% | 645,784 | 68.9% |
| Streets | 2,308,180 | 456,000 | 1,518,118 | 65.8% | 1,158,327 | 54.4% |
| Parks and Recreation: | | | | | | |
| Parks | 2,766,050 | 644,605 | 1,642,813 | 59.4% | 1,650,300 | 62.6% |
| Recreation | 1,427,760 | 329,418 | 945,534 | 66.2% | 953,300 | 57.1% |
| Total Expenditures | <u>\$ 28,981,820</u> | <u>\$ 6,300,951</u> | <u>\$ 19,474,783</u> | 67.2% | <u>\$ 18,450,096</u> | 63.6% |

NOTES:

1) N/A - Not Applicable

TOWN OF ADDISON
HOTEL FUND
FY 2009 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET
With Comparative Information from Prior Fiscal Year

| Category | 2008-09 FY | | | | 2007-08 | |
|-------------------------------------|---------------------|---------------------|---------------------|--------------------|---------------------|--------------------|
| | Budget | 3rd Quarter | Year-to-Date | YTD as % of Budget | Year-to-Date | YTD as % of Budget |
| Revenues: | | | | | | |
| Hotel/Motel occupancy taxes | \$ 5,200,000 | \$ 909,363 | \$ 3,066,385 | 59.0% | \$ 3,547,564 | 68.2% |
| Intergovernmental | - | - | - | 0.0% | - | 0.0% |
| Proceeds from special events | 1,474,600 | 501,508 | 752,465 | 51.0% | 885,455 | 60.8% |
| Conference centre rental | 640,000 | 90,258 | 343,313 | 53.6% | 403,880 | 78.3% |
| Theatre centre rental | 90,000 | 20,045 | 60,220 | 66.9% | 64,640 | 73.5% |
| Interest and miscellaneous | 275,000 | 21,678 | 89,212 | 32.4% | 213,919 | 85.6% |
| Total Revenues | 7,679,600 | 1,542,851 | 4,311,594 | 56.1% | 5,115,458 | 68.1% |
| Expenditures and other uses: | | | | | | |
| Visitor services | 1,292,700 | 178,028 | 525,198 | 40.6% | 633,890 | 56.2% |
| Marketing | 1,178,980 | 301,435 | 729,780 | 61.9% | 746,283 | 61.3% |
| Special events | 2,961,750 | 1,049,952 | 1,660,296 | 56.1% | 1,600,039 | 57.7% |
| Conference centre | 1,038,910 | 222,738 | 659,480 | 63.5% | 700,743 | 63.9% |
| Performing arts | 561,270 | 42,321 | 507,870 | 90.5% | 539,004 | 78.1% |
| Capital projects | - | - | - | 0.0% | - | 0.0% |
| Other financing uses: | | | | | | |
| Transfer to debt service fund | 699,800 | 349,900 | 699,800 | 100.0% | 700,000 | 100.0% |
| Total Expenditures and Other | \$ 7,733,410 | \$ 2,144,374 | \$ 4,782,424 | 61.8% | \$ 4,919,959 | 64.7% |

NOTES:

- 1) N/A - Not Applicable
- 2) Amounts spent by special project:

| | | | | | | |
|--|---------------------|---------------------|---------------------|--------------|---------------------|--------------|
| Public Relations | \$ 716,770 | \$ 195,154 | \$ 421,304 | 58.8% | \$ 482,905 | 67.4% |
| Oktoberfest | 544,080 | 14,369 | 34,825 | 6.4% | 45,667 | 8.7% |
| Kaboom Town | 249,350 | 70,386 | 70,386 | 28.2% | 27,550 | 13.9% |
| Calendar | 50,000 | - | 48,283 | 96.6% | 44,030 | 88.1% |
| Hotel Support Program | 260,000 | 50,185 | 140,033 | 53.9% | 149,791 | 57.6% |
| Taste Addison | 670,950 | 592,273 | 634,891 | 94.6% | 633,468 | 99.8% |
| Jazz Festival | 198,340 | 140,382 | 150,067 | 75.7% | 170,006 | 85.8% |
| Shakespeare Festival | 34,500 | (0) | 35,475 | 102.8% | 18,762 | 60.5% |
| Summer Jazz Festival | 47,750 | 2,524 | 2,804 | 5.9% | 25,240 | 63.1% |
| Cinema in the Circle | 24,580 | 8,833 | 15,318 | 62.3% | 14,140 | 70.7% |
| WorldFest (formerly International Fest.) | 180,000 | 25,454 | 197,926 | 110.0% | 965 | 4.8% |
| Urbanato | 100,000 | - | 17,374 | 17.4% | - | 0.0% |
| Book Fair | 1,530 | - | 907 | 59.3% | - | 0.0% |
| Weekend to Wipe Out Cancer | 15,000 | - | 167 | 1.1% | 308 | 2.1% |
| TOTAL | \$ 3,092,850 | \$ 1,099,559 | \$ 1,769,759 | 57.2% | \$ 1,612,832 | 58.8% |

TOWN OF ADDISON
STREET CAPITAL PROJECT FUND
FY 2009 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET
With Comparative Information from Prior Fiscal Year

| Category | 2008-09 FY | | | | 2007-08 | |
|-----------------------------|---------------------|-------------------|---------------------|--------------------|---------------------|--------------------|
| | Budget | 3rd Quarter | Year-to-Date | YTD as % of Budget | Year-to-Date | YTD as % of Budget |
| Revenues: | | | | | | |
| Intergovernmental grants | \$ 600,000 | \$ - | \$ 156,129 | 26.0% | \$ 697,356 | 71.7% |
| Interest income and other | 100,000 | 11,960 | 45,517 | 45.5% | 112,705 | 112.7% |
| Total Revenues | <u>700,000</u> | <u>11,960</u> | <u>201,646</u> | <u>28.8%</u> | <u>810,061</u> | <u>75.6%</u> |
| Expenditures: | | | | | | |
| Personal services | - | - | - | 0.0% | 23,214 | 290.2% |
| Design and engineering | 43,000 | 89,480 | 120,725 | 280.8% | 85,662 | 571.1% |
| Construction and equipment: | 1,200,000 | 536,367 | 1,008,315 | 84.0% | 1,346,335 | 53.6% |
| Total Expenditures | <u>\$ 1,243,000</u> | <u>\$ 625,847</u> | <u>\$ 1,129,040</u> | <u>90.8%</u> | <u>\$ 1,455,211</u> | <u>57.4%</u> |

NOTES:

- 1) N/A - Not Applicable

TOWN OF ADDISON
PARKS CAPITAL PROJECT FUND
FY 2009 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET
With Comparative Information from Prior Fiscal Year

| Category | 2008-09 FY | | | | 2007-08 | |
|---|-------------------|-------------------|-------------------|--------------------|-----------------|--------------------|
| | Budget | 3rd Quarter | Year-to-Date | YTD as % of Budget | Year-to-Date | YTD as % of Budget |
| Revenues: | | | | | | |
| Interest income and other | \$ 20,000 | \$ 3,821 | 14,971 | 74.9% | \$ 29,919 | N/A |
| Developer contributions | - | - | - | 0.0% | - | 0.0% |
| Transfer from street capital project fund | - | - | - | 0.0% | - | 0.0% |
| Total Revenues | <u>20,000</u> | <u>3,821</u> | <u>14,971</u> | <u>74.9%</u> | <u>29,919</u> | <u>N/A</u> |
| Expenditures: | | | | | | |
| Personal services | 2,000 | 1,664 | 1,995 | 99.8% | 295 | 29.5% |
| Design and engineering | 5,000 | 3,332 | 9,822 | 196.4% | 2,834 | 5.7% |
| Construction and equipment: | 934,340 | 240,962 | 276,799 | 29.6% | - | 0.0% |
| Total Expenditures | <u>\$ 941,340</u> | <u>\$ 245,958</u> | <u>\$ 288,616</u> | <u>30.7%</u> | <u>\$ 3,129</u> | <u>6.1%</u> |

NOTES:

- 1) N/A - Not Applicable

TOWN OF ADDISON
2002 CAPITAL PROJECT FUND
FY 2009 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET
With Comparative Information from Prior Fiscal Year

| Category | 2008-09 FY | | | | 2007-08 | |
|------------------------------|--------------|-------------|--------------|--------------------|--------------|--------------------|
| | Budget | 3rd Quarter | Year-to-Date | YTD as % of Budget | Year-to-Date | YTD as % of Budget |
| Revenues: | | | | | | |
| Interest earnings and other | 75,000 | \$ 9,569 | \$ 33,948 | 45.3% | \$ 66,534 | 110.9% |
| Total Revenues | 75,000 | 9,569 | 33,948 | 45.3% | 66,534 | 110.9% |
| Expenditures and other uses: | | | | | | |
| Personal services | - | - | - | 0.0% | 12,500 | 0.0% |
| Design and engineering | 400,000 | 93,567 | 208,330 | 52.1% | 41,712 | 9.7% |
| Arbitrage rebate | - | - | - | 0.0% | 56,681 | N/A |
| Construction and equipment | 1,200,000 | 2,415 | 2,415 | 0.2% | 6,500 | 0.0% |
| Total Expenditures | \$ 1,600,000 | \$ 95,982 | \$ 210,745 | 13.2% | \$ 117,393 | 25.8% |

NOTES:

1) N/A - Not Applicable

TOWN OF ADDISON
2004 CAPITAL PROJECT FUND
FY 2009 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET
With Comparative Information from Prior Fiscal Year

| Category | 2008-09 FY | | | | 2007-08 | |
|------------------------------|------------|-------------|--------------|--------------------|--------------|--------------------|
| | Budget | 3rd Quarter | Year-to-Date | YTD as % of Budget | Year-to-Date | YTD as % of Budget |
| Revenues: | | | | | | |
| Intergovernmental grants | \$ - | \$ - | \$ - | 0.0% | \$ - | N/A |
| Interest earnings and other | 15,000 | 2,204 | 7,503 | 50.0% | 13,714 | 68.6% |
| Total Revenues | 15,000 | 2,204 | 7,503 | 50.0% | \$ 13,714 | 68.6% |
| Expenditures and other uses: | | | | | | |
| Personal services | - | - | - | 0.0% | - | 0.0% |
| Design and engineering | 15,000 | - | - | 0.0% | - | 0.0% |
| Construction and equipment | - | - | - | 0.0% | - | N/A |
| Total Expenditures | \$ 15,000 | \$ - | \$ - | 0.0% | \$ - | N/A |

NOTES:

1) N/A - Not Applicable

TOWN OF ADDISON
2006 CAPITAL PROJECT FUND
FY 2009 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET
With Comparative Information from Prior Fiscal Year

| Category | 2008-09 FY | | | | 2007-08 | |
|------------------------------|---------------|--------------|--------------|--------------------|------------------|--------------------|
| | Budget | 3rd Quarter | Year-to-Date | YTD as % of Budget | Year-to-Date | YTD as % of Budget |
| Revenues: | | | | | | |
| Interest earnings and other | \$ 15,000 | \$ 1,142 | \$ 5,294 | 35.3% | \$ 11,028 | N/A |
| Total Revenues | <u>15,000</u> | <u>1,142</u> | <u>5,294</u> | 35.3% | <u>\$ 11,028</u> | N/A |
| Expenditures and other uses: | | | | | | |
| Bond sale costs | - | - | - | 0.0% | - | 0.0% |
| Design and engineering | - | - | - | 0.0% | - | 0.0% |
| Construction and equipment | - | - | - | 0.0% | - | 0.0% |
| Total Expenditures | <u>\$ -</u> | <u>\$ -</u> | <u>\$ -</u> | 0.0% | <u>\$ -</u> | 0.0% |

NOTES:

- 1) N/A - Not Applicable

TOWN OF ADDISON
2008 CAPITAL PROJECT FUND
FY 2009 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET
With Comparative Information from Prior Fiscal Year

| Category | 2008-09 FY | | | | 2007-08 | |
|------------------------------|----------------------|-------------------|---------------------|--------------------|--------------|--------------------|
| | Budget | 3rd Quarter | Year-to-Date | YTD as % of Budget | Year-to-Date | YTD as % of Budget |
| Revenues: | | | | | | |
| Interest earnings and other | \$ 500,000 | \$ 137,919 | \$ 473,388 | 94.7% | - | 0.0% |
| Total Revenues | <u>500,000</u> | <u>137,919</u> | <u>473,388</u> | 94.7% | <u>\$ -</u> | 0.0% |
| Expenditures and other uses: | | | | | | |
| Personal Services | 50,000 | (526) | 87 | 0.2% | - | 0.0% |
| Design and engineering | 1,200,000 | 314,169 | 867,773 | 72.3% | - | 0.0% |
| Construction and equipment | 15,250,000 | 140,513 | 248,662 | 1.6% | - | 0.0% |
| Land Acquisition | - | - | - | 0.0% | - | 0.0% |
| Total Expenditures | <u>\$ 16,500,000</u> | <u>\$ 454,156</u> | <u>\$ 1,116,522</u> | 6.8% | <u>\$ -</u> | 0.0% |

NOTES:

- 1) N/A - Not Applicable

AIRPORT FUND
FY 2009 QUARTERLY STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES TO WORKING CAPITAL COMPARED TO BUDGET
With Comparative Information from Prior Fiscal Year

| Category | 2008-09 FY | | | | 2007-08 | |
|---|---------------------|---------------------|---------------------|--------------------|---------------------|--------------------|
| | Budget | 3rd Quarter | Year-to-Date | YTD as % of Budget | Year-to-Date | YTD as % of Budget |
| Operating revenues: | | | | | | |
| Operating grants | \$ 50,000 | \$ 41,335 | \$ 41,335 | 82.7% | \$ - | 0.0% |
| Fuel flowage fees | 800,000 | 158,500 | 427,560 | 53.4% | 552,155 | 66.1% |
| Rental | 3,240,000 | 806,132 | 2,187,392 | 67.5% | 2,136,569 | 70.9% |
| User fees | 37,200 | 13,364 | 28,332 | 76.2% | 25,490 | 72.8% |
| Total operating revenues | <u>4,127,200</u> | <u>1,019,331</u> | <u>2,684,619</u> | 65.0% | <u>2,714,214</u> | 69.0% |
| Operating expenses: | | | | | | |
| Town - Personal services | 285,650 | 40,462 | 151,941 | 53.2% | 229,672 | 81.0% |
| Town - Supplies | 26,300 | 3,640 | 9,849 | 37.4% | 13,253 | 55.7% |
| Town - Maintenance | 30,970 | 6,142 | 20,210 | 65.3% | 23,715 | 13.4% |
| Town - Contractual services | 550,200 | 112,659 | 317,001 | 57.6% | 462,576 | 69.4% |
| Grant - Maintenance | 100,000 | - | - | 0.0% | 139,248 | 139.2% |
| Operator operation & maintenance | 1,484,320 | 253,066 | 732,770 | 49.4% | 796,695 | 53.5% |
| Operator service contract | 931,200 | 211,748 | 621,014 | 66.7% | 642,450 | 68.0% |
| Total operating expenses | <u>3,408,640</u> | <u>627,717</u> | <u>1,852,785</u> | 54.4% | <u>2,307,609</u> | 62.6% |
| Net operating income | <u>718,560</u> | <u>391,614</u> | <u>831,834</u> | 115.8% | <u>406,605</u> | 164.2% |
| Non-Operating revenues (expenses): | | | | | | |
| Interest earnings and other | 80,000 | 8,668 | 31,610 | 39.5% | 76,100 | 43.5% |
| Interest on debt, fiscal fees & other | (145,270) | (36,587) | (108,952) | 75.0% | (115,252) | 75.0% |
| Total non-operating revenues (expenses) | <u>(65,270)</u> | <u>(27,919)</u> | <u>(77,342)</u> | 118.5% | <u>(39,152)</u> | -183.6% |
| Net income (loss) (excluding depreciation) | <u>\$ 653,290</u> | <u>\$ 363,695</u> | <u>\$ 754,492</u> | 115.5% | <u>\$ 367,453</u> | 136.6% |
| CHANGES IN WORKING CAPITAL | | | | | | |
| Net income (excluding depreciation) | <u>\$ 653,290</u> | <u>\$ 363,695</u> | <u>\$ 754,492</u> | 115.5% | <u>\$ 367,453</u> | 136.6% |
| Sources (uses) of working capital: | | | | | | |
| Retirement of long-term debt | (245,000) | (61,250) | (183,750) | 75.0% | (176,250) | 75.0% |
| Net additions to fixed assets with grants | (200,000) | (104,466) | - | 0.0% | (150,000) | 75.0% |
| Other net additions to fixed assets | - | (225,659) | (225,659) | 0.0% | (732,678) | 0.0% |
| Net sources (uses) of working capital | <u>(445,000)</u> | <u>(391,375)</u> | <u>(409,409)</u> | 92.0% | <u>(1,058,928)</u> | 86.6% |
| Net increase (decrease) in working capital | 208,290 | (27,679) | 345,083 | 165.7% | (691,475) | 72.5% |
| Beginning fund balance | <u>1,032,580</u> | <u>1,332,776</u> | <u>960,014</u> | 93.0% | <u>1,693,503</u> | 125.8% |
| Ending fund balance | <u>\$ 1,240,870</u> | <u>\$ 1,305,097</u> | <u>\$ 1,305,097</u> | 105.2% | <u>\$ 1,002,028</u> | 255.2% |

NOTES:

1) Operating income and portions of operating expenses are underreported by one month due to transactions being accounted for by operator one month and not reported to Town until following month.

UTILITY FUND
FY 2009 QUARTERLY STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES TO WORKING CAPITAL COMPARED TO BUDGET
With Comparative Information from Prior Fiscal Year

| Category | 2008-09 FY | | | | 2007-08 | |
|--|---------------------|---------------------|---------------------|--------------------|---------------------|--------------------|
| | Budget | 3rd Quarter | Year-to-Date | YTD as % of Budget | Year-to-Date | YTD as % of Budget |
| Operating revenues: | | | | | | |
| Water sales | \$ 4,885,500 | \$ 1,030,587 | \$ 2,739,942 | 56.1% | \$ 2,489,596 | 59.5% |
| Sewer charges | 4,656,500 | 981,878 | 2,661,894 | 57.2% | 2,796,639 | 65.5% |
| Tap fees | 10,000 | 3,335 | 14,575 | 145.8% | 16,390 | 327.8% |
| Penalties | 60,000 | 21,117 | 61,271 | 102.1% | 48,780 | 88.7% |
| Total operating revenues | <u>9,612,000</u> | <u>2,036,917</u> | <u>5,477,682</u> | 57.0% | <u>5,351,405</u> | 62.8% |
| Operating expenses: | | | | | | |
| Water purchases | 2,610,200 | 801,616 | 1,621,067 | 62.1% | 1,328,670 | 55.7% |
| Wastewater treatment | 1,892,200 | 733,571 | 1,530,157 | 80.9% | 1,471,402 | 72.3% |
| Utility operations | 2,544,310 | 718,158 | 1,845,406 | 72.5% | 1,605,104 | 72.4% |
| Total operating expenses | <u>7,046,710</u> | <u>2,253,345</u> | <u>4,996,630</u> | 70.9% | <u>4,405,176</u> | 66.4% |
| Net operating income | <u>2,565,290</u> | <u>(216,428)</u> | <u>481,052</u> | 18.8% | <u>946,229</u> | 50.1% |
| Non-Operating revenues (expenses): | | | | | | |
| Interest income and other | 351,000 | 30,491 | 135,339 | 38.6% | 179,999 | 90.0% |
| Interest on bonded debt and fiscal charges | <u>(790,530)</u> | <u>(197,635)</u> | <u>(592,900)</u> | 75.0% | <u>(384,600)</u> | 75.0% |
| Total non-operating revenues (expenses) | <u>(439,530)</u> | <u>(167,144)</u> | <u>(457,561)</u> | 104.1% | <u>(204,601)</u> | 65.4% |
| Net income (excluding depreciation) | <u>\$ 2,125,760</u> | <u>\$ (383,572)</u> | <u>\$ 23,491</u> | 1.1% | <u>\$ 741,628</u> | 46.9% |
| CHANGES IN WORKING CAPITAL | | | | | | |
| Net income (loss) | <u>2,125,760</u> | <u>(383,572)</u> | <u>23,491</u> | 1.1% | <u>741,628</u> | 46.9% |
| Sources (uses) of working capital: | | | | | | |
| Retirement of long-term debt | (2,196,060) | (549,015) | (1,647,045) | 75.0% | (1,582,500) | 75.0% |
| Proceeds from sale of bonds | - | - | - | N/A | 6,278,000 | N/A |
| Net additions to fixed assets | <u>(1,747,800)</u> | <u>(462,438)</u> | <u>(627,768)</u> | 35.9% | <u>-</u> | 0.0% |
| Net sources (uses) of working capital | <u>(3,943,860)</u> | <u>(1,011,453)</u> | <u>(2,274,813)</u> | 57.7% | <u>4,695,500</u> | 41.0% |
| Net increase (decrease) in working capital | <u>(1,818,100)</u> | <u>(1,395,025)</u> | <u>(2,251,322)</u> | 123.8% | <u>5,437,128</u> | 37.0% |
| Beginning fund balance | <u>8,964,360</u> | <u>8,227,276</u> | <u>9,083,573</u> | 101.3% | <u>3,502,761</u> | 93.4% |
| Ending fund balance | <u>\$ 7,146,260</u> | <u>\$ 6,832,251</u> | <u>\$ 6,832,251</u> | 95.6% | <u>\$ 8,939,889</u> | 184.4% |

NOTES:

1) N/A - Not Applicable

2) Purchases of water and wastewater treatment services are underreported by one to two months due to prior year accruals and delay in receiving billings from Dallas Water Utilities.

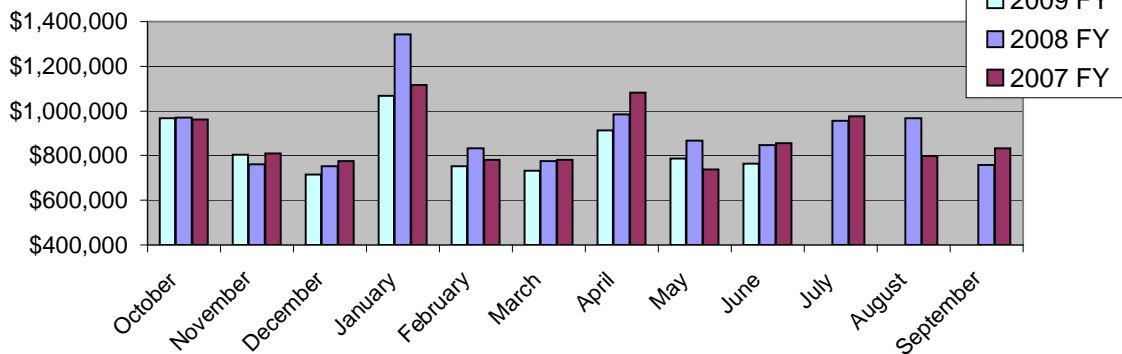
TOWN OF ADDISON

Schedule of Sales Tax Collections and Related Analyses

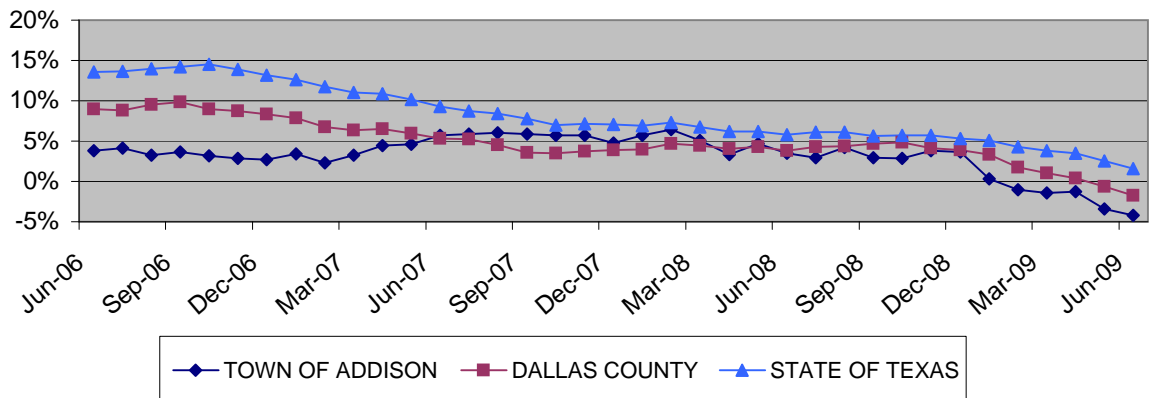
For the fiscal year ending September 30, 2009

| TOWN OF ADDISON | | | | | DALLAS COUNTY | | STATE OF TEXAS | |
|---------------------|--------------|---------------|-----------------------------|------------|-----------------------------|------------|-----------------------------|------------|
| 2008-09 Collections | | | % Change from Prior Year | | % Change from Prior Year | | % Change from Prior Year | |
| | Monthly | Cumulative | Monthly | Cumulative | Monthly | Cumulative | Monthly | Cumulative |
| October | \$ 966,519 | \$ 966,519 | -0.4% | -0.4% | 2.0% | 2.0% | 4.0% | 4.0% |
| November | \$ 803,512 | \$ 1,770,031 | 5.7% | 2.3% | -1.3% | 0.6% | 9.5% | 6.5% |
| December | \$ 715,722 | \$ 2,485,753 | -5.0% | 0.1% | 4.1% | 1.6% | 2.2% | 5.2% |
| January | \$ 1,068,893 | \$ 3,554,646 | -20.4% | -7.1% | -3.1% | -1.4% | 2.5% | 4.3% |
| February | \$ 752,041 | \$ 4,306,687 | -9.7% | -7.6% | -9.2% | -1.4% | -0.7% | 3.5% |
| March | \$ 732,882 | \$ 5,039,569 | -5.4% | -7.2% | -5.6% | -2.0% | -1.9% | 2.7% |
| April | \$ 913,397 | \$ 5,952,967 | -7.1% | -7.2% | -7.4% | -2.9% | -2.8% | 1.8% |
| May | \$ 787,975 | \$ 6,740,942 | -9.2% | -7.5% | -5.7% | -3.2% | -3.0% | 1.2% |
| June | \$ 763,886 | \$ 7,504,828 | -9.8% | -7.7% | -12.0% | -4.2% | -8.8% | 0.2% |
| July | | | | | | | | |
| August | | | | | | | | |
| September | | | | | | | | |
| Budget 08-09: | | \$ 11,124,500 | | | | | | |
| Projected Year-End | | \$ 9,911,000 | | | | | | |

Monthly Sales Tax Collections

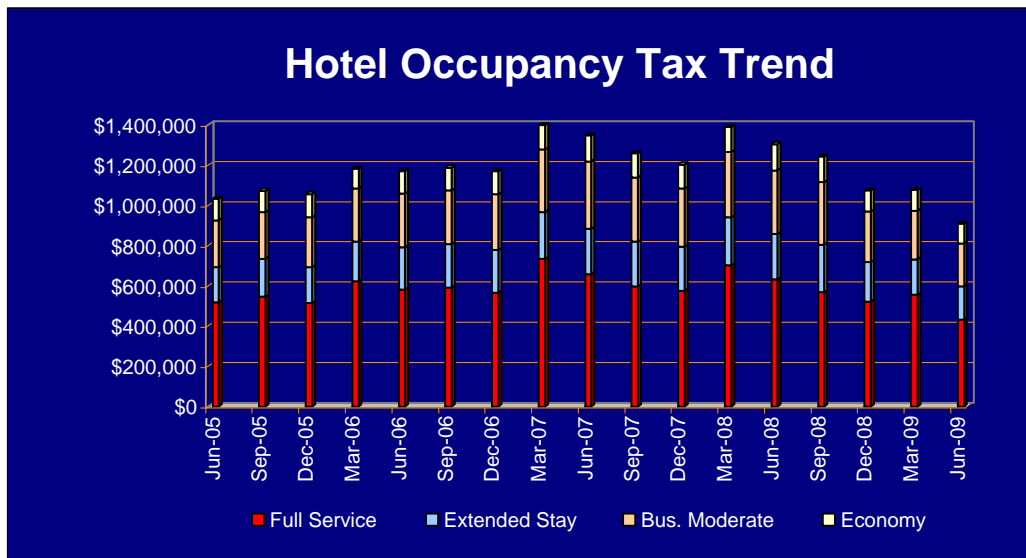


Rolling 12-Month Averages



TOWN OF ADDISON HOTEL OCCUPANCY TAX COLLECTION
Hotels By Service Type for the Quarter and Year-To-Date Ended June 30, 2009
With Comparisons to Prior Year

| | Rooms | | 3rd Quarter FY 09 | | 09 to 08 | YTD FY 09 | | 09 to 08 |
|---------------------------|--------|------------|-------------------|------------|----------|--------------|------------|----------|
| | Number | Percentage | Amount | Percentage | % Diff. | Amount | Percentage | % Diff. |
| Full Service | | | | | | | | |
| Marriott Quorum | 535 | 14% | \$ 152,244 | 17% | -36% | \$ 541,294 | 18% | -26% |
| Intercontinental | 532 | 13% | 156,933 | 17% | -34% | 587,191 | 19% | -19% |
| Crowne Plaza | 429 | 11% | 121,691 | 13% | -22% | 379,786 | 12% | -16% |
| | 1,496 | 38% | 430,869 | 47% | -32% | 1,508,271 | 49% | -21% |
| Extended Stay | | | | | | | | |
| Budget Suites | 344 | 9% | 7,033 | 1% | -28% | 16,924 | 1% | -27% |
| Best Western | 70 | 2% | 8,366 | 1% | -52% | 26,606 | 1% | -49% |
| Marriott Residence | 150 | 4% | 41,090 | 5% | -35% | 143,943 | 5% | -18% |
| Summerfield Suites | 132 | 3% | 25,188 | 3% | -21% | 83,089 | 3% | -29% |
| Homewood Suites | 128 | 3% | 40,579 | 4% | -2% | 131,332 | 4% | 1% |
| Springhill Suites | 159 | 4% | 45,142 | 5% | -27% | 139,015 | 5% | -25% |
| | 983 | 25% | 167,399 | 18% | -26% | 540,909 | 18% | -21% |
| Business Moderate | | | | | | | | |
| Marriott Courtyard Quorum | 176 | 4% | 46,184 | 5% | -41% | 166,425 | 5% | -30% |
| LaQuinta Inn | 152 | 4% | 32,109 | 4% | -30% | 100,486 | 3% | -23% |
| Marriott Courtyard Proton | 145 | 4% | 32,558 | 4% | -42% | 110,115 | 4% | -32% |
| Holiday Inn Express | 102 | 3% | 34,016 | 4% | -20% | 110,074 | 4% | -7% |
| Hilton Garden Inn | 96 | 2% | 36,106 | 4% | -30% | 109,793 | 4% | -23% |
| Holiday Inn - Arapaho | 101 | 3% | 22,790 | 3% | -27% | 79,730 | 3% | -22% |
| Comfort Inn | 86 | 2% | 9,152 | 1% | -25% | 28,627 | 1% | -22% |
| | 858 | 22% | 212,913 | 23% | -33% | 705,250 | 23% | -24% |
| Economy | | | | | | | | |
| Motel 6 | 126 | 3% | 17,464 | 2% | -13% | 49,725 | 2% | -12% |
| Hampton Inn | 159 | 4% | 42,729 | 5% | -18% | 141,927 | 5% | -9% |
| Quality Inn | 115 | 3% | 10,713 | 1% | -49% | 35,008 | 1% | -40% |
| Comfort Suites | 78 | 2% | 16,016 | 2% | -29% | 54,362 | 2% | -18% |
| Super 8 | 78 | 2% | 9,034 | 1% | -1% | 22,944 | 1% | -11% |
| Best Value | 60 | 2% | 2,227 | 0% | -49% | 7,989 | 0% | -32% |
| | 616 | 16% | 98,182 | 11% | -24% | 311,955 | 10% | -17% |
| TOTAL | 3,953 | 100% | \$ 909,363 | 100% | -30% | \$ 3,066,385 | 100% | -21% |



TOWN OF ADDISON
INTERIM STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
For the Quarter Ending June 30, 2009

| Fund | Balance 3/31/2009 | Quarter Receipts | Quarter Disbursements | Balance 6/30/2009 |
|--------------------------------|------------------------------|-----------------------------|----------------------------------|------------------------------|
| General Fund | \$ 16,232,366 | \$ 5,202,430 | \$ 7,310,068 | \$ 14,124,728 |
| Special Revenue Funds: | | | | |
| Hotel | 5,158,558 | 1,893,904 | 2,107,714 | 4,944,748 |
| Public Safety | 26,405 | 1,698 | 18,260 | 9,843 |
| Municipal Court | 607,342 | 335,535 | 326,909 | 615,967 |
| Arbor | 189,683 | 5,035 | 1,543 | 193,176 |
| Debt Service Funds: | | | | |
| G. O. Bonds | 2,254,868 | 346,273 | 248,327 | 2,352,815 |
| Hotel Revenue Bonds | 986,942 | 5,063 | - | 992,005 |
| Capital Projects Funds: | | | | |
| Streets | 2,445,363 | 11,960 | 519,566 | 1,937,757 |
| Parks | 865,758 | 3,821 | 219,200 | 650,379 |
| 2002 G.O. Bonds | 1,886,524 | 9,569 | 69,020 | 1,827,072 |
| 2004 G.O. Bonds | 429,656 | 2,204 | - | 431,860 |
| 2006 G.O. Bonds | 345,465 | 57,597 | 55,825 | 347,237 |
| 2008 G.O. Bonds | 26,780,777 | 137,919 | 457,871 | 26,460,825 |
| Enterprise Funds: | | | | |
| Utility | 9,189,317 | 2,237,866 | 2,295,093 | 9,132,090 |
| Airport | 1,669,974 | 1,085,696 | 758,328 | 1,997,342 |
| Internal Service Funds: | | | | |
| Capital Replacement | 3,717,137 | 144,464 | 74,397 | 3,787,205 |
| Information Services | 2,956,434 | 123,839 | 189,981 | 2,890,292 |
| TOTAL - ALL FUNDS | \$ 75,742,569 | \$ 11,604,873 | \$ 14,652,102 | \$ 72,695,340 |

Note: Cash inflows and outflows represent revenues, expenditures, and investment transactions.

| INVESTMENTS BY MATURITY AND TYPE | | | | |
|---|---------------------------|-----------------------|------------------------------|----------------------|
| For the Quarter Ending June 30, 2009 | | | | |
| | Type | % of Portfolio | Yield to Maturity | Amount |
| | Pools | 7.98% | 0.59% | \$ 5,743,638 |
| | Agencies | 68.08% | 2.44% | 49,026,929 |
| | Bank CD's | 17.00% | 5.23% | 12,244,885 |
| | Commercial Paper | 6.94% | 0.75% | 4,998,571 |
| Total Investments | | 100.00% | 1.96% | 72,014,023 |
| | Accrued Interest Earnings | | | 422,971 |
| | Demand Deposits | | | 258,346 |
| TOTAL | | | | \$ 72,695,340 |

COLLATERAL SUMMARY

The first and most important objective for public funds investments is safety of assets. Therefore, all non-government security investments and bank accounts in excess of FDIC coverage must be secured by collateral. The bank balances and investments are monitored on a regular basis for appropriate coverage by marking the collateral to market. Collateral levels are adjusted to secure the varying levels of receipts throughout the fiscal year.

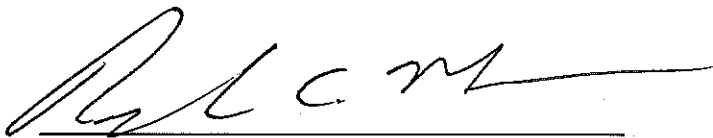
Town of Addison Collateral Analysis Demand Deposit Cash June 30, 2009

| Pledging Institution | Safekeeping Location | Account Title | Pledged Security Description | Security Par Value | Market Value | FDIC Insurance | Ending Bank Balance | Difference Over(Under) |
|----------------------|----------------------|---------------|------------------------------|---------------------|---------------------|-------------------|---------------------|------------------------|
| Frost Bank | Federal Reserve | Operating | GNMA due: | | | | | |
| | | | 20-Feb-28 | \$ 464,961 | \$ 504,465 | | | |
| | | | 20-Jan-23 | \$ 278,180 | \$ 284,473 | | | |
| | | | 15-Oct-35 | \$ 778,706 | \$ 799,208 | | | |
| | | | | <u>\$ 1,521,847</u> | <u>\$ 1,588,146</u> | <u>\$ 100,000</u> | <u>812,880</u> | <u>\$ 875,266</u> |

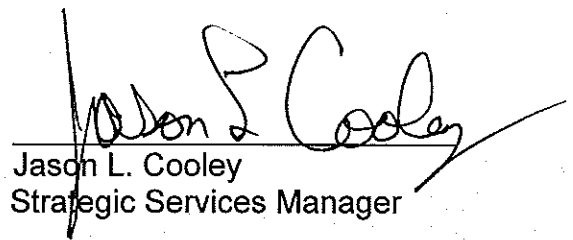
**Quarterly Investment Report
Pooled Investment Funds
Quarter Ended June 30, 2009**

This quarterly investment report has been prepared in compliance with Section 2256.023 "Internal Management Reports", of the Public Funds Investment Act, and in accordance with reporting requirements contained in the Town of Addison Investment Policy as approved by the City Council on September 23, 2008.

Activity in the town's portfolio during this quarter is in compliance with the investment strategy as specified in the Town's Investment Policy. All investments are high-quality securities with no perceived default risk. Securities reflect active and efficient secondary markets in the event of an unanticipated cash requirement. Operating funds require the greatest short-term liquidity. Investment pools have been utilized to provide short-term fund requirements. Investment maturities have been staggered throughout the budget cycle to provide cash flow based on anticipated operating needs of the Town. Diversifying the appropriate maturity structure has reduced market cycle risk. There has been no loss of principal during this quarter of activity, and none is anticipated in the future.



Randolph C. Moravec
Chief Financial Officer



Jason L. Cooley
Strategic Services Manager



Investment Portfolio Summary
For the Quarter Ended
June 30, 2009

Prepared By

 **First Southwest Asset Management**

**Second Quarter of Calendar Year 2009
Review**

MAJOR EVENTS

By the beginning of the second quarter of 2009, the U.S. economy had been in recession for 16 months, tying the length of the 1981-82 and 1971-73 downturns. The Fed had already cut the overnight funds rate to zero in December. A desperate \$700 billion financial system rescue in October and nearly \$800 billion in stimulus money granted in February had yet to show verifiable results. Even the myriad of creative Fed programs designed to restore market liquidity had done little to halt the slide. But with all the stimulus in place, recovery seemed almost certain to be on the way and by spring investors were watching for “green shoots”, the latest media catchphrase to describe signs of economic recovery during a recession. Although the economic data improved during the spring months, it could hardly be categorized as good. Both the manufacturing and service sector ISM reports rose from record lows, while continuing to show contraction. New and existing home sales finally established what appeared to be a bottom and began chipping away at the massive inventory of homes for sale. The labor market, although still shedding huge numbers of jobs, decelerated a bit from the alarming layoff pace of the first quarter. Meanwhile, the stock markets produced double digit quarterly gains which gave a nice boost to consumer confidence. Unfortunately, the anticipation of near-term recovery sparked fears of inflation, which in turn drove interest rates higher, which ironically could damage any recovery that might have occurred. And in fact, amid few green shoots, there were already plenty of dead limbs.

The charge-off rate for U.S. credit cards topped 10% for the first time in the history of the Moody's Credit Card Index and Moody's predicted a 12% charge off rate by the second quarter of 2010. The U.S. post office announced that it would consider ending Saturday mail delivery. USA Today reported that Federal tax revenue had dropped by 34% in April versus a year ago, translating into revenue lost of \$138 billion. The paper went on to point out that income tax collections had fallen by 44% from the prior year. With an estimated \$3.5 trillion in U.S. Treasury debt likely to be issued in 2009, there was growing concern about the Country's ability to pay its future obligations. After S&P lowered its outlook on the United Kingdom's AAA debt rating to negative in May, concerns arose about the United States debt rating, but Moody's quickly reaffirmed the U.S. AAA rating. California, which according to the IMF would be ranked 7th in terms of GDP if it were an independent country, is facing a budget deficit that could approach \$42 billion by the end of the next fiscal year. Revenue is down to 1999 levels and is still declining. Other states are facing similar crisis on smaller scales. Michigan was already reeling but their problems appeared to worsen when Chrysler was forced into bankruptcy at the end of April followed by General Motors on June 1st. Days later, the Obama administration announced that it would not grant auto parts manufacturers the \$10 billion they had requested to save themselves from financial ruin. All in all, the market may have jumped the gun as the bad news overwhelmed the good during the second quarter while the 2007-2009 recession became the longest in the post depression era.

THE FED

The Federal Reserve moved forward with previously announced plans to purchase agency debt and mortgage-backed securities as well as Treasuries. These actions dramatically lowered mortgage interest rates for a time and have also helped to keep a lid on Treasury rates. At both meetings the fed reiterated its statement that “economic conditions are likely to warrant exceptionally low levels of the federal funds rate for an extended period.”

Summary of FOMC Monetary Policy Actions:

- 1) April 29th – Held the fed funds target in a range of 0% to 0.25%
- 2) June 24th – Held the fed funds target in a range of 0% to 0.25%

HOUSING

The housing market began the quarter with a vastly improved outlook. In late March, the long anticipated Term Asset-Backed Loan Facility (TALF) was launched, the Public Private Investment program (PPIP) was unveiled and the Fed announced that it would buy up to \$300 billion in

Treasury securities. All of these programs helped drive 30-year mortgage rates down to a record low of 4.61% the last week in March. Historically low lending rates, combined with more than a 30% decline in home prices nationwide, brought the affordability index to record levels. But even this wasn't enough to jump start the battered housing market. New home sales rose slightly in April before falling again in May. New and existing home sales are down 75% and 34% respectively from the peak in summer 2005. Housing starts fell 13% in April, establishing a new record low and falling below the rate new households were being created. Although starts rebounded in May, mortgage rates have since jumped nearly a full point from March lows while swollen home inventory levels, supplemented by a steady stream of foreclosures, suggested that a healthy rebound would take much longer than many had hoped when the quarter began.

EMPLOYMENT

The labor market, typically considered a lagging economic indicator, surprised market participants in early June with a better-than-expected, or more precisely, a not-as-bad-as-forecast May employment report. Experts had predicted that another 520k jobs would be lost, but when only 345k actually disappeared, the bond market guessed recovery and launched a huge selloff; this despite May unemployment rocketing upward from 8.9% to 9.4%, the highest since 1983. The June report (released on July 3rd) told a much different story. The Bloomberg median forecast was for loss of 365k jobs, but the actual non-farm payroll decline was a much larger 467k while unemployment rose to 9.5%. Total payroll losses since the beginning of the recession 19 months ago now stand at 6.5 million. According to the L.A. Times, the total jobs lost during this recession have already wiped out the entire employment gains from the prior nine years combined. In fact, there are less people working now than nine years earlier despite another 12.5 million joining the workforce. Some of the lesser June numbers were also quite weak – average hourly earnings rose by only \$0.03 between April and June, the smallest percentage increase since the series began 35 years ago; while the average workweek fell to 33 hours, the lowest ever recorded. The Bureau of Labor Statistics reported that almost half of all businesses are freezing wages, furloughing workers or cutting hours this year. The significance of these alternate labor reductions is that companies will likely increase hours of existing employees before hiring additional workers. In fact, before hiring permanent workers, employers usually start by increasing the use of temporary help. Unfortunately, temp worker layoffs accelerated in June from 8k to 38k. Significant labor market slack is expected to hinder economic growth for years to come. In fact, the San Francisco Fed pointed out in a newsletter in June that the recovery (when it happens) could be a jobless one.

CONSUMER SPENDING

It's become common knowledge that the U.S. economy is driven by spending. In fact, a good case can be made that much of the economic prosperity enjoyed during the past 25 years can be attributed to a shift from a nation of savers to a nation of spenders. For better or for worse, this trend has now reversed itself. Business Week reported that since the third quarter of 2008, households have reduced their debt by more than \$420 billion and for the first time ever, households paid off more debt than they took on for two straight quarters. Nine months ago, in August 2008, the savings rate was 0.8%. Four months earlier, it was zero. By May 2009, it had risen to 6.9%, the highest since 1993. Some speculate that the savings rate could soon top 10%. Although savings is a necessary part of the deleveraging process and a prudent measure in response to the most severe recession in 60 years, overly thrifty shoppers could delay or eventually derail any fragile economic rebound. Another damper on consumer spending has been gasoline prices, which continued to climb. By late June, pump prices had risen over \$1 per gallon since the beginning of the year. Nevertheless, there were signs of life as retail sales managed to post a slight 0.5% gain in May, while consumer sentiment according to the University of Michigan survey, rose for the fifth straight month to the highest level since February 2008.

INFLATION

2009 Treasury debt issuance is up over 2½ times from the same six-month period in 2008 and the Fed balance sheet has more than doubled to \$2 trillion since the recession began. To many investors, both foreign and domestic, this sounds like a long term recipe for inflation. But Fed officials and many experts are more concerned with global deflation. The official statement from the June FOMC meeting revealed that Fed officials believe “substantial resource slack” is expected to “dampen inflation”. San Francisco Fed president Janet Yellen noted that the connection between runaway fiscal deficits and high inflation only exists in developing countries, not countries with advanced financial systems. Others, including economist Lacy Hunt, have

pointed out that although the M2 money supply is expanding at record levels, what's missing from the equation is the accustomed turnover, or velocity, of money. In past years, financial innovation and massive amounts of leverage have combined to ramp up velocity and thereby exponentially increase dollars in the system. The tragedy (or perhaps triumph) of the recent financial collapse is that the U.S. has entered a period of great deleveraging. Banks aren't lending. There is less loan demand. Consumers are buying fewer products and services and this reduced demand has dramatically lowered prices. Deflation is a concern already evident in the economic data. Overall CPI was down 1.3% year-over-year in May, the biggest drop in 60 years, while overall PPI fell 5% in May, the most in 50 years. These deflationary numbers should allow the Fed to keep rates low for a prolonged period of time while gradually reducing its balance sheet.

MARKET MOVEMENT

- From April through June the DOW rose 11%, the S&P 500 climbed 15%, and the NASDAQ was up 20%. The stock markets apparently reacted to both expectations for future economic growth as well as the announcement of better-than-expected first quarter corporate profits. According to the Bureau of Economic Analysis, corporate profits rose by \$48 billion in the initial quarter of 2009 after plunging by \$250 billion in the final quarter of 2008.
- Bond yields on the short-end stabilized somewhat during the quarter, although longer term maturities remained quite volatile. The six-month T-bill yield opened the quarter at its low of 0.26% and climbed 16bps to close at 0.42%. The two-year T-note yield opened the quarter at 0.77%, and traded in a relatively narrow 38bps range before closing slightly higher at 0.80%.
- TexPool's average rate during the quarter was 0.43%, down 30bps from the prior quarter's 0.73%. Pool yields have continued to fall and as of mid-July now stand around 0.35%. There isn't much room for rates to fall further and yields seem to have stabilized in the mid-30's.

INTEREST RATES

| | | Fed Funds | 3 mo T-bill | 6 mo T-bill | 2 yr T-note | 5 yr T-note | 10 yr T-note |
|-------------|---------|------------------|--------------------|--------------------|--------------------|--------------------|---------------------|
| Last | 3/31/09 | 0.25% | 0.21% | 0.42% | 0.80% | 1.66% | 2.67% |
| High | | | 0.21% | 0.41% | 1.40% | 2.92% | 3.95% |
| Low | | | 0.09% | 0.25% | 0.81% | 1.64% | 2.66% |
| End | 6/30/09 | 0.25% | 0.19% | 0.35% | 1.11% | 2.56% | 3.54% |

PORTFOLIO ACTIVITY SINCE MARCH 31st:

- There were three maturities during the quarter totaling \$6 million, all agency securities with two in May for \$1.5 million each and one in June for \$3 million.
- There were also two sales during the quarter as we sold \$6 mm of agency securities during early April in order to keep the portfolio's concentration in agency securities within the 70% policy limit. The two securities were due to mature in May 2009 and the sales resulted in realized gains of almost \$16,000.
- In June, the Town bought two \$5 million certificates of deposit from local banks. The first CD, purchased on June 3rd from Plains Capital Bank at a yield of 1.50%, will mature in April 2010. The second CD, purchased on June 5th from Cathay Bank at a yield of 1.45%, will mature in June 2010. Both of these were well above comparable agency securities, which at the time of the purchases offered yields in the 0.40% to 0.50% range.
- In June, we also bought an agency callable step-up bond. This FHLB security matures in June 2010 and is callable one-time only in December 2009. The bond has an initial interest rate of 0.50%. If not called in December the rate will adjust upwards, or step-up to 1.00%. If the bond is called, the yield to the call date will equal the initial coupon rate of 0.50%. If the bond is not called, the actual yield would be an average of the 0.50% coupon paid during the first six-months and the 1.00% paid in the second six-months, for a combined yield to maturity of 0.75%.

SUMMARY / OUTLOOK

First quarter growth was calculated and reported as a 5.5% annualized GDP loss. Despite all the talk of “green shoots” during the quarter, weaker economic news eventually dominated - the Mortgage Bankers Association (MBA) reported in May that 9.1% of all mortgages were delinquent and that the percentage of loans entering foreclosure had risen to nearly 1.4%, both new records. The MBA also reported that one in eight Americans was either late on a payment or already in foreclosure. Reuters reported that one in nine Americans were using food stamps to buy groceries with more than 33 million enrolled in the program. Nearly one in 10 Americans were out of work by quarter end, and one in six was either unemployed or underemployed.

Second quarter GDP growth estimates don't appear to be as bad as the first, but early forecasts still suggest another 2% to 3% negative number. So, the recession is now unofficially 19 months old. The financial markets may have gotten ahead of themselves in the second quarter, as sustainable recovery could still be many months away and the GDP outlook, though improved, is likely to fall short of the typical recovery. Large monthly losses in nonfarm payrolls are expected to turn into very small gains late this year, but the unemployment rate is still forecasted to rise above 10% as newly encouraged workers resume postponed job hunts. Unprecedented labor market slack could keep unemployment at uncomfortably high levels for years and since the cost of labor constitutes roughly 2/3rds of the total cost of production, the cost of goods should remain low for the foreseeable future. Although housing prices may have finally found a bottom, the high rate of sustained unemployment is likely to hinder home sales and push back construction hires. A jump in mortgage lending rates from a low of 4.61% in late March to a quarter ending 5.34% won't help.

But if the experts are right, the recession may have technically ended already. The most recent Bloomberg economist survey taken in early June showed a median GDP projected increase of 0.50% for the third quarter and a 2.0% rise in the final quarter of the year. The rest of the world isn't expected to fare quite as well. On June 22, the World Bank predicted that the global economy would drop by 2.9%, a sharp decline from its earlier prediction for a lesser 1.7% decline.

As GDP moves into positive territory later this year, investors will begin anticipating when the Fed will begin raising overnight rates. Although this will be a much debated point until Fed officials actually begin, there's plenty of support for the expectation that the starting point is a long way away. At the June FOMC meeting, Fed officials said that “economic conditions are likely to warrant exceptionally low levels of the federal funds rate for an extended period.” The latest Bloomberg Economist survey showed that the median forecast of more than 60 top economists was for no change in the funds rate for at least the next four quarters. Nearly a third of these surveyed economists don't expect to see an increase before 2011.

The bright side to an extended period of low interest rates in the midst of controlled inflation is that the economy will be given a prolonged chance to grow. Companies and consumers will likely continue to deleverage and repair balance sheets for much of 2009. If the Fed were to abruptly begin tightening credit before businesses and consumers actually wanted to borrow, they'd increase the real risk of a “double dip recession”. It's becoming increasingly clear that the damage inflicted on both the U.S. and global economy over many years was severe, and the time and money spent on repairing this damage could dwarf all initial forecasts.

PROJECTED STRATEGY FOR THE SECOND QUARTER 2009:

With pool yields now below 0.40% we will continue to focus on minimizing pool balances. However, short-term agency securities yield even less and are generally not attractive at current levels. Recent weeks have seen most major financial companies announce they will no longer issue CP under the FDIC's TLGP program. We had previously restricted CP purchases to only those programs and so we are unlikely to invest in CP in the immediate future. Bank certificates of deposit continue to offer relatively attractive yields and we will look to take advantage of those opportunities where prudent. Callable agency securities with final maturities inside of two years provide additional yield versus bullets and are favorable alternatives.

Town of Addison
FIXED INCOME DISTRIBUTION
June 30, 2009

Summary Information

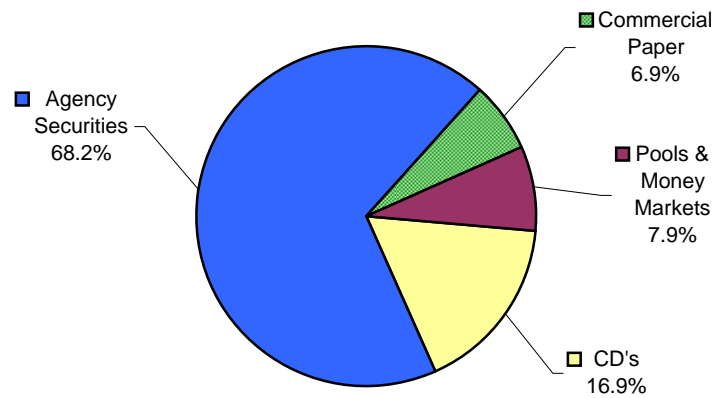
| | Totals | | Weighted Averages |
|------------------|---------------|------------------------|--------------------------|
| Par Value | 71,811,524.46 | Average YTM | 1.958 |
| Market Value | 72,291,425.33 | Average Maturity (yrs) | 0.5 |
| Adjusted Cost | 72,014,023.49 | Average Coupon (%) | 2.566 |
| Net Gain/Loss | 277,401.84 | Average Duration | 0.5 |
| Annual Income | 1,831,706.02 | | |
| Number of Issues | 22 | | |

Distribution by Maturity

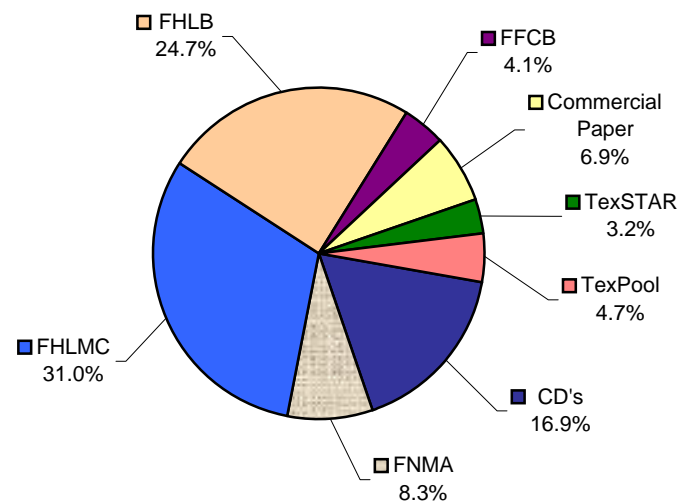
| Maturity | Number | Mkt Value | % Bond Holdings | Average Y T M | Average Coupon | Average Duration |
|-----------------|---------------|------------------|------------------------|----------------------|-----------------------|-------------------------|
| 0 - 3 Months | 9 | 25,327,155.09 | 35.0 | 1.920 | 2.360% | 0.077 |
| 3 - 6 Months | 5 | 13,486,314.62 | 18.7 | 2.488 | 3.757% | 0.372 |
| 6 - 9 Months | 4 | 14,199,851.00 | 19.6 | 1.596 | 2.719% | 0.666 |
| 9 - 12 Months | 13 | 15,246,760.62 | 21.1 | 1.886 | 1.831% | 0.845 |
| 1 - 2 Years | 1 | 4,031,344.00 | 5.6 | 2.144 | 2.125% | 1.666 |

Town of Addison
Portfolio Composition
June 30, 2009

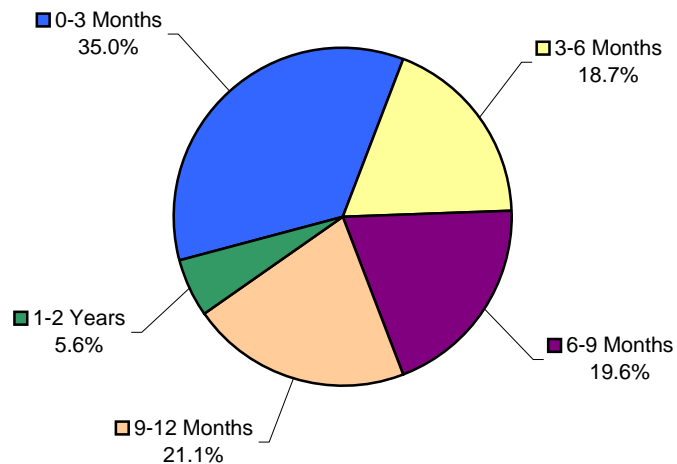
Portfolio Composition by Security Type



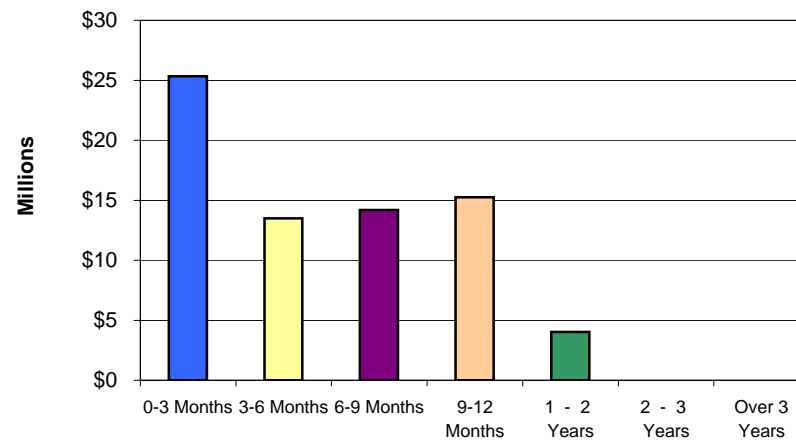
Portfolio Composition by Issuer



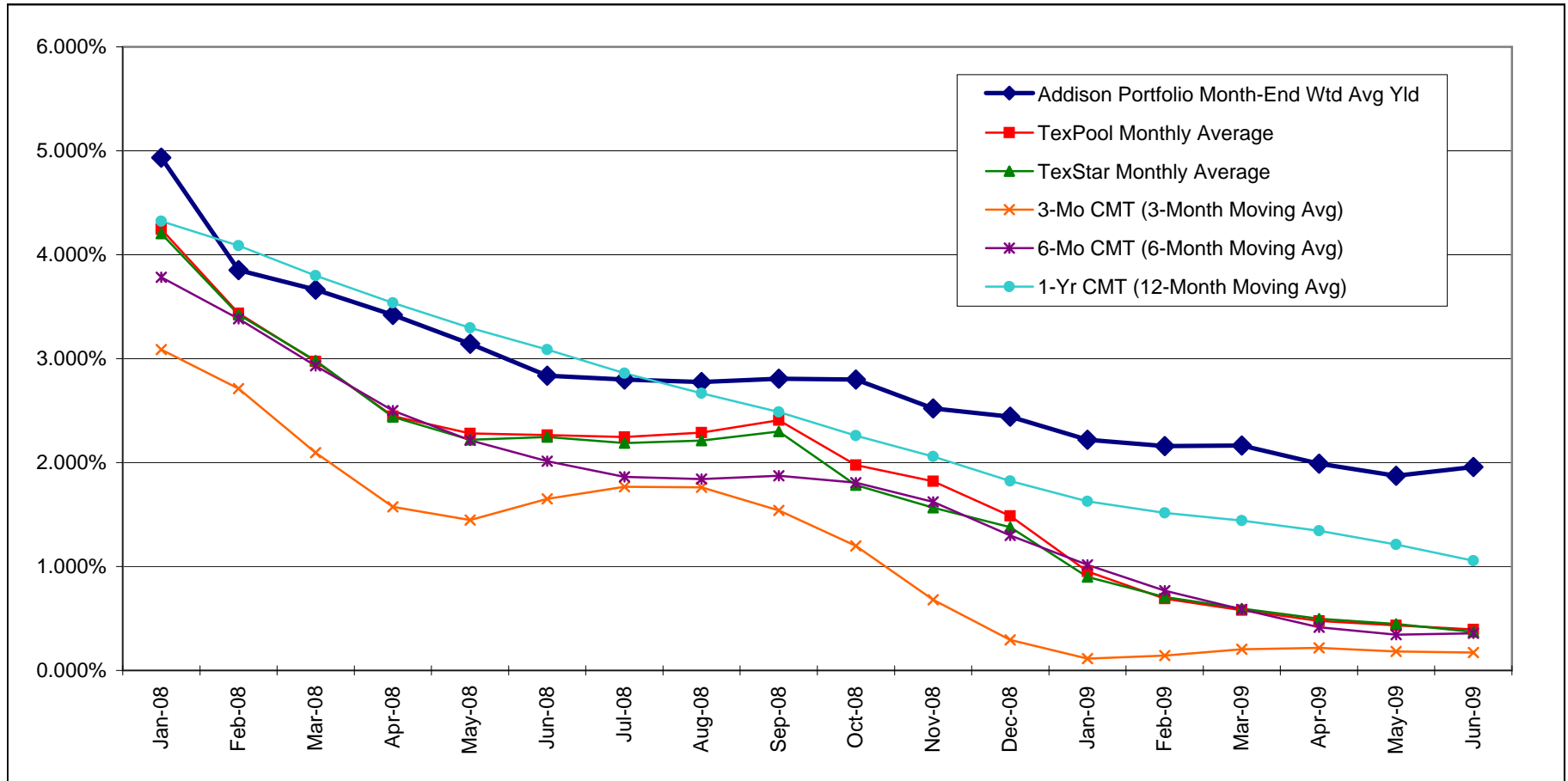
Portfolio Composition by Maturity (Percentage)



Portfolio Composition by Maturity (Amount)



Town of Addison
Benchmark Comparison
June 30, 2009



Notes:

- 1.) Benchmark data for TexPool is the monthly average yield.
- 2.) CMT stands for Constant Maturity Treasury. This data is published in Federal Reserve Statistical Release H.15 and represents an average of all actively traded Treasury securities having that time remaining until maturity. This is a standard industry benchmark for Treasury securities.
- 3.) The CMT benchmarks are moving averages. The 3-month CMT is the daily average for the previous 3 months, the 6-month CMT is the daily average for the previous 6 months, and the 1-year CMT is the daily average for the previous 12-months.

Town of Addison
DETAIL OF SECURITY HOLDINGS
As of June 30, 2009

| Security Description | Security CUSIP | Coupon | Settlement Date | Maturity Date | Next Call Date | Par Value | Purchase Price | Purchase Cost | Book Value | Market Price | Market Value | Accrued Interest | Days to Maturity | Days to Next Call | Yield to Maturity | Yield to Next Call |
|--------------------------------|----------------|--------------|-----------------|---------------|----------------|----------------------|----------------|----------------------|----------------------|----------------|----------------------|-------------------|------------------|-------------------|-------------------|--------------------|
| Pooled Funds | | | | | | | | | | | | | | | | |
| TexSTAR | texstar | 0.369 | | | | 2,326,129.36 | 100.000 | 2,326,129.36 | 2,326,129.36 | 100.000 | 2,326,129.36 | 0.00 | 1 | | 0.369 | |
| TexPool | texpool | 0.394 | | | | 3,417,509.48 | 100.000 | 3,417,509.48 | 3,417,509.48 | 100.000 | 3,417,509.48 | 0.00 | 1 | | 0.394 | |
| FFCB | 31331YZ37 | 3.125 | 07-01-08 | 07-01-09 | | 3,000,000.00 | 100.113 | 3,003,390.00 | 3,000,000.00 | 100.000 | 3,000,000.00 | 46,875.00 | 1 | | 3.009 | |
| GE Capital Corp CP TLGP (FDIC) | 36161CVH2 | 0.000 | 02-18-09 | 07-15-09 | | 5,000,000.00 | 99.700 | 4,985,000.00 | 4,998,571.43 | 99.963 | 4,998,135.00 | 0.00 | 15 | | 0.747 | |
| FNMA Disc Note | 313589JL8 | 0.000 | 08-06-08 | 07-22-09 | | 2,000,000.00 | 97.219 | 1,944,388.89 | 1,996,663.33 | 99.990 | 1,999,800.00 | 0.00 | 22 | | 2.983 | |
| FHLB | 3133XGEQ3 | 5.250 | 05-13-08 | 08-05-09 | | 1,500,000.00 | 103.259 | 1,548,885.00 | 1,503,788.50 | 100.469 | 1,507,031.25 | 31,937.50 | 36 | | 2.534 | |
| FNMA Disc Note | 313589KC6 | 0.000 | 08-15-08 | 08-07-09 | | 2,000,000.00 | 97.169 | 1,943,375.83 | 1,994,131.39 | 99.990 | 1,999,800.00 | 0.00 | 38 | | 2.979 | |
| FHLMC | 3134A3M78 | 6.625 | 09-16-08 | 09-15-09 | | 3,000,000.00 | 103.999 | 3,119,970.00 | 3,025,048.68 | 101.312 | 3,039,375.00 | 58,520.83 | 77 | | 2.538 | |
| FHLMC | 3134A3M78 | 6.625 | 10-30-08 | 09-15-09 | | 3,000,000.00 | 102.812 | 3,084,360.00 | 3,020,035.50 | 101.312 | 3,039,375.00 | 58,520.83 | 77 | | 3.332 | |
| FHLB | 3133XMD40 | 4.500 | 10-07-08 | 10-09-09 | | 4,000,000.00 | 101.806 | 4,072,240.00 | 4,019,678.53 | 101.156 | 4,046,250.00 | 41,000.00 | 101 | | 2.668 | |
| FHLMC | 3137EAAK5 | 4.750 | 10-21-08 | 11-03-09 | | 2,000,000.00 | 101.538 | 2,030,760.00 | 2,010,158.63 | 101.531 | 2,030,625.00 | 15,305.56 | 126 | | 3.224 | |
| FHLMC | 3128X7SN5 | 2.750 | 11-12-08 | 11-13-09 | | 2,000,000.00 | 100.644 | 2,012,880.00 | 2,004,750.40 | 100.893 | 2,017,864.00 | 7,333.33 | 136 | | 2.098 | |
| FHLB | 3133XRHP8 | 3.000 | 11-13-08 | 12-15-09 | | 4,250,000.00 | 100.894 | 4,287,995.00 | 4,266,003.78 | 101.187 | 4,300,468.75 | 5,666.67 | 168 | | 2.164 | |
| FHLMC | 3134A4UW2 | 4.000 | 11-12-08 | 12-15-09 | | 1,073,000.00 | 101.915 | 1,093,547.95 | 1,081,632.66 | 101.687 | 1,091,106.87 | 1,907.56 | 168 | | 2.213 | |
| FNMA | 31398AKX9 | 3.250 | 11-25-08 | 02-10-10 | | 2,000,000.00 | 101.178 | 2,023,560.00 | 2,011,927.60 | 101.719 | 2,034,375.00 | 25,458.33 | 225 | | 2.254 | |
| FHLB | 3133XT4Z6 | 1.000 | 02-18-09 | 02-18-10 | | 5,000,000.00 | 99.939 | 4,996,950.00 | 4,998,061.37 | 100.375 | 5,018,750.00 | 18,472.22 | 233 | | 1.061 | |
| FHLMC | 3134A33L8 | 7.000 | 11-12-08 | 03-15-10 | | 3,000,000.00 | 106.009 | 3,180,270.00 | 3,095,217.91 | 104.625 | 3,138,750.00 | 61,833.33 | 258 | | 2.418 | |
| FHLMC | 3128X8SG8 | 1.250 | 03-23-09 | 03-23-10 | 09-23-09 | 4,000,000.00 | 100.000 | 4,000,000.00 | 4,000,000.00 | 100.199 | 4,007,976.00 | 13,611.11 | 266 | 85 | 1.250 | 1.250 |
| PlainsCapital Bank CD | 6000106 | 1.500 | 06-03-09 | 04-05-10 | | 5,000,000.00 | 100.000 | 5,000,000.00 | 5,000,000.00 | 100.000 | 5,000,000.00 | 5,753.42 | 279 | | 1.500 | |
| View Pt Bk CD | VPB-CD 2010 | 5.200 | 04-05-07 | 04-05-10 | | 2,000,000.00 | 100.000 | 2,000,000.00 | 2,000,000.00 | 100.000 | 2,000,000.00 | 282.61 | 279 | | 5.234 | |
| View Pt Bk CD | VPB-CD 2010 | 5.200 | 06-30-07 | 04-05-10 | | 24,504.12 | 100.000 | 24,504.12 | 24,504.12 | 100.000 | 24,504.12 | 3.46 | 279 | | 5.234 | |
| View Pt Bk CD | VPB-CD 2010 | 5.200 | 09-30-07 | 04-05-10 | | 26,534.88 | 100.000 | 26,534.88 | 26,534.88 | 100.000 | 26,534.88 | 3.75 | 279 | | 5.234 | |
| View Pt Bk CD | VPB-CD 2010 | 5.200 | 12-31-07 | 04-05-10 | | 26,882.66 | 100.000 | 26,882.66 | 26,882.66 | 100.000 | 26,882.66 | 3.80 | 279 | | 5.234 | |
| View Pt Bk CD | VPB-CD 2010 | 5.200 | 03-31-08 | 04-05-10 | | 26,866.18 | 100.000 | 26,866.18 | 26,866.18 | 100.000 | 26,866.18 | 3.80 | 279 | | 5.234 | |
| View Pt Bk CD | VPB-CD 2010 | 5.200 | 06-30-08 | 04-05-10 | | 27,212.72 | 100.000 | 27,212.72 | 27,212.72 | 100.000 | 27,212.72 | 3.85 | 279 | | 5.234 | |
| View Pt Bk CD | VPB-CD 2010 | 5.200 | 09-30-08 | 04-05-10 | | 27,867.46 | 100.000 | 27,867.46 | 27,867.46 | 100.000 | 27,867.46 | 3.94 | 279 | | 5.234 | |
| View Pt Bk CD | VPB-CD 2010 | 5.200 | 12-31-08 | 04-05-10 | | 28,231.72 | 100.000 | 28,231.72 | 28,231.72 | 100.000 | 28,231.72 | 3.99 | 279 | | 5.234 | |
| View Pt Bk CD | VPB-CD 2010 | 5.200 | 03-31-09 | 04-05-10 | | 28,054.79 | 100.000 | 28,054.79 | 28,054.79 | 100.000 | 28,054.79 | 3.96 | 279 | | 5.234 | |
| View Pt Bk CD | VPB-CD 2010 | 5.200 | 06-30-09 | 04-05-10 | | 28,731.09 | 100.000 | 28,731.09 | 28,731.09 | 100.000 | 28,731.09 | 4.06 | 279 | | 5.234 | |
| Cathay Bank CD | 791000173 | 1.450 | 06-05-09 | 06-05-10 | | 5,000,000.00 | 100.000 | 5,000,000.00 | 5,000,000.00 | 100.000 | 5,000,000.00 | 5,164.38 | 340 | | 1.450 | |
| FHLB Step-up | 3133XTXY7 | 0.500 | 06-19-09 | 06-15-10 | 12-15-09 | 3,000,000.00 | 100.000 | 3,000,000.00 | 3,000,000.00 | 100.062 | 3,001,875.00 | 500.00 | 350 | 168 | 0.752 | 0.500 |
| FHLMC | 3128X8RT1 | 2.125 | 03-16-09 | 03-16-11 | 03-16-10 | 4,000,000.00 | 99.995 | 3,999,800.00 | 3,999,829.32 | 100.784 | 4,031,344.00 | 24,791.67 | 624 | 259 | 2.128 | 2.130 |
| | | 2.561 | | | | 71,811,524.46 | 100.712 | 72,315,897.13 | 72,014,023.49 | 100.675 | 72,291,425.33 | 422,968.96 | 185 | | 1.958 | |
| GRAND TOTAL | | 2.561 | | | | 71,811,524.46 | 100.712 | 72,315,897.13 | 72,014,023.49 | 100.675 | 72,291,425.33 | 422,968.96 | 185 | | 1.958 | |

Town of Addison
Pooled Funds
INVESTMENT TRANSACTIONS
From 04-01-09 To 06-30-09

| Settle Date | Security | CUSIP | Coupon | Mature Date | Call Date | Quantity | Unit Price | Amount |
|-------------------|-----------------------|-------------|--------|----------------|--------------|--------------|---------------|---------------|
| PURCHASES | | | | | | | | |
| 06-03-09 | PlainsCapital Bank CD | 6000106 | 1.500 | 04-05-10 | | 5,000,000 | 100.000 | 5,000,000.00 |
| 06-05-09 | Cathay Bank CD | 791000173 | 1.450 | 06-05-10 | | 5,000,000 | 100.000 | 5,000,000.00 |
| 06-19-09 | FHLB Step-up | 3133XTXY7 | 0.500 | 06-15-10 | 12-15-09 | 3,000,000.00 | 100.000 | 3,000,000.00 |
| 06-30-09 | View Pt Bk CD | VPB-CD 2010 | 5.200 | 04-05-10 | | 28,731 | 100.000 | 28,731.09 |
| | | | | | | | | 13,028,731.09 |
| SALES | | | | | | | | |
| 04-13-09 | FHLMC | 3137EAAE9 | 5.250 | 05-21-09 | | 3,000,000 | 100.530 | 3,015,900.00 |
| | Accrued Interest | | | | | | | 62,125.00 |
| 04-13-09 | FNMA | 31359MVE0 | 4.250 | 05-15-09 | | 3,000,000 | 100.358 | 3,010,740.00 |
| | Accrued Interest | | | | | | | 52,416.67 |
| | | | | | | | | 6,141,181.67 |
| MATURITIES | | | | | | | | |
| 05-07-09 | FHLB | 3133XQZA3 | 2.480 | 05-07-09 | | 1,500,000 | 100.000 | 1,500,000.00 |
| | Accrued Interest | | | | | | | 37,200.00 |
| 05-15-09 | FNMA | 31359MVE0 | 4.250 | 05-15-09 | | 1,500,000 | 100.000 | 1,500,000.00 |
| | Accrued Interest | | | | | | | 31,875.00 |
| 06-18-09 | FHLB | 3133XRK90 | 3.000 | 06-18-09 | | 3,000,000 | 100.000 | 3,000,000.00 |
| | Accrued Interest | | | | | | | 45,000.00 |
| | | | | | | | | 6,114,075.00 |

ITEM #R4

There are no attachments for this Item.

Council Agenda Item: #R4A

There are no attachments for this item.

ITEM #R5

There are no attachments for this Item.

Council Agenda Item: #R6

SUMMARY:

Council approval is requested of an ordinance approving new rates to be charged by Atmos Energy Corporation (Mid-Tex division) through the rate review mechanism.

FINANCIAL IMPACT:

Any action involving natural gas rates affect both the Town's revenues and expenditures. The Town receives from Atmos an annual franchise fee based on five percent of the company's revenues. For the 2009 fiscal year, the fee totaled \$329,963. The Town is also a consumer of natural gas and the amount budgeted for FY 2009 is \$46,910. The rate increase being considered by Council is a fraction of one percent, so the impact to revenues and expenditures will be negligible.

BACKGROUND:

Like most home rule cities in Texas, the Town of Addison retains original jurisdiction for rates charged by regulated utilities (natural gas, and electric distribution). The Town exercises its review of rate issues by being a member of two steering committees of customer cities, the Atmos Cities Steering Committee (ACSC) and the Oncor Cities Steering Committee. Through its actions, primarily litigation filed against Atmos, the ACSC was able to get Atmos to agree in 2008 to replace the unworkable and contentious Gas Reliability Infrastructure Program (GRIP) surcharge process with a Rate Review Mechanism (RRM).

The RRM authorizes cities to meaningfully review and dispute the Company's annual rate filings in an expedited rate proceeding at the city level. This authority was lacking under the GRIP process. The RRM permits the Company to seek an annual review of its revenues, estimated cost of operations, and capital investments. In most cases, the company cannot seek rate adjustments greater than five percent. The Company must provide evidence as part of the annual review process that cities can assess and, if necessary, challenge. The RRM process allows Atmos to seek a surcharge from ratepayers if its anticipated expenses exceed its anticipated revenues for a 12-month period. However, if the Company's revenues exceed its authorized rate of return, it must issue refunds. The RRM is applicable only to the Company's base rates - the cost of delivering natural gas to customers. The commodity price of natural gas is a pass-through cost to customers that can change monthly based upon the price of natural gas.

Consultants employed by ACSC reviewed the Company's 2009 RRM. Through a negotiated agreement between Atmos and the Steering Committee, the tariffs implementing the RRM will increase rates by \$2.6 million. The average monthly customer impact by class will be:

- Residential (4.7 Mcf/month) - \$0.15/month increase (0.22% overall increase)
- Commercial (36.1 Mcf/month) - \$0.26/month increase (0.06% overall increase)
- Industrial (3480 MMBtu/month) - \$46.80/month decrease (1.96% overall decrease)

RECOMMENDATION:

It is recommended Council approve the attached ordinance approving the rates negotiated through the 2009 RRM.

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS (“CITY”) APPROVING A NEGOTIATED RESOLUTION BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC” OR “STEERING COMMITTEE”) AND ATMOS ENERGY CORP., MID-TEX DIVISION (“ATMOS MID-TEX” OR “COMPANY”) REGARDING THE COMPANY’S RATE REVIEW MECHANISM FILING IN ALL CITIES EXERCISING ORIGINAL JURISDICTION; DECLARING EXISTING RATES TO BE UNREASONABLE; REQUIRING THE COMPANY TO REIMBURSE CITIES’ REASONABLE RATEMAKING EXPENSES; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT AND FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; APPROVING ATMOS’ PROOF OF REVENUES; ADOPTING A SAVINGS CLAUSE; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE STEERING COMMITTEE’S LEGAL COUNSEL.

WHEREAS, the Town of Addison, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC” or “Steering Committee”), a coalition of more than 150 similarly situated cities served by Atmos Mid-Tex that have joined together to facilitate the review and response to natural gas issues affecting rates charged in the Atmos Mid-Tex service area (such participating cities are referred to herein as “ACSC Cities”); and

WHEREAS, pursuant to the terms of the agreement settling the Company’s 2007 Statement of Intent to increase rates, ACSC Cities and the Company worked collaboratively to develop the Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process controlled in a three year experiment by ACSC Cities as a substitute to the current GRIP (Gas Reliability Infrastructure Program) process instituted by the Legislature; and

WHEREAS, the City took action in 2008 to approve a Settlement Agreement with Atmos Mid-Tex resolving the Company’s 2007 rate case and authorizing the RRM tariff; and

WHEREAS, the 2008 Settlement Agreement contemplates reimbursement of ACSC Cities’ reasonable expenses associated with RRM applications; and

WHEREAS, on or about March 6, 2009, Atmos Mid-Tex filed with the City its second application pursuant to the RRM tariff to increase natural gas rates by approximately \$20.2

million, such increase to be effective in every municipality that has adopted the RRM tariff within its Mid-Tex Division; and

WHEREAS, ACSC Cities coordinated its review of Atmos' RRM filing and designated a Settlement Committee made up of ACSC representatives and assisted by ACSC attorneys and consultants to resolve issues identified by ACSC in the Company's RRM filing; and

WHEREAS, the Company has filed evidence that existing rates are unreasonable and should be changed; and

WHEREAS, independent analysis by ACSC's rate expert concluded that Atmos Mid-Tex is able to justify a slight rate increase over current rates; and

WHEREAS, the Steering Committee has advocated in other proceedings that Atmos Mid-Tex hedge natural gas futures in order to mitigate the volatility of natural gas prices, which are a flow through to customers; and

WHEREAS, the ACSC Executive Committee, as well as ACSC lawyers and consultants, recommend that ACSC members approve the attached rate tariffs ("Attachment A" to this Ordinance), which will increase the Company's revenue requirement by \$2.6 million; and

WHEREAS, the attached tariffs implementing new rates and Atmos' Proof of Revenues ("Attachment B" to this Ordinance) are consistent with the negotiated resolution reached by ACSC Cities and are just, reasonable, and in the public interest; and

WHEREAS, it is the intention of the parties that if the City determines any rates, revenues, terms and conditions, or benefits resulting from a Final Order or subsequent negotiated settlement approved in any proceeding addressing the issues raised in the Company's RRM filing would be more beneficial to the City than the terms of the attached tariff, then the more favorable rates, revenues, terms and conditions, or benefits shall additionally accrue to the City; and

WHEREAS, the negotiated resolution of the Company's RRM filing and the resulting rates are, as a whole, in the public interest.

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

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That the City Council finds that the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable and new tariffs and Atmos' Proof of Revenues, which are attached hereto and incorporated herein as Attachments A and B, are just and reasonable and are hereby adopted.

Section 3. That Atmos Mid-Tex shall reimburse the reasonable rate making expenses of the ACSC Cities in processing the Company's rate application.

Section 4. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 5. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 6. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 7. That if the City determines any rates, revenues, terms and conditions, or benefits resulting from a Final Order or subsequent negotiated settlement approved in any proceeding addressing the issues raised in the Company's RRM filing would be more beneficial to the City than the terms of the attached tariff, then the more favorable rates, revenues, terms and conditions, or benefits shall additionally accrue to the City.

Section 8. That the Company's Gas Cost Recovery tariff is revised to permit recovery of certain costs associated with hedging natural gas futures.

Section 9. That this Ordinance shall become effective from and after its passage with rates authorized by attached Tariffs to be effective for bills rendered on or after August 1, 2009.

Section 10. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of David Park, Vice President Rates and Regulatory Affairs, at Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1800, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this _____ day of _____, 2009.

Joe Chow, Mayor

ATTEST:

By: _____
Lea Dunn, City Secretary

APPROVED AS TO FORM:

By: _____
John Hill, City Attorney

**ATMOS ENERGY CORPORATION
MID-TEX DIVISION**
REVISION NO: 0

| | | |
|------------------------|---|-----------------|
| RATE SCHEDULE: | R – RESIDENTIAL SALES | |
| APPLICABLE TO: | All Cities designated as "Group A" on the Cities Served List | |
| EFFECTIVE DATE: | Bills Rendered on or after 08/01/2009 | PAGE: 29 |

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Mcf charges to the amounts due under the riders listed below:

| Charge | Amount |
|----------------------------|-------------------|
| Customer Charge per Bill | \$ 7.00 per month |
| Commodity Charge – All Mcf | \$2.2707 per Mcf |

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Rate Review Mechanism: Plus or Minus an amount for rates as calculated in accordance with Rider RRM.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Issued By: David J. Park
Date Issued:

Vice President, Rates and Regulatory Affairs

**ATMOS ENERGY CORPORATION
MID-TEX DIVISION**

REVISION NO: 0

| | | |
|------------------------|---|-----------------|
| RATE SCHEDULE: | C – COMMERCIAL SALES | |
| APPLICABLE TO: | All Cities designated as "Group A" on the Cities Served List | |
| EFFECTIVE DATE: | Bills Rendered on or after 08/01/2009 | PAGE: 30 |

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 3,000 Mcf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Mcf charges to the amounts due under the riders listed below:

| Charge | Amount |
|----------------------------|--------------------|
| Customer Charge per Bill | \$ 13.50 per month |
| Commodity Charge - All Mcf | \$ 0.9877 per Mcf |

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Rate Review Mechanism: Plus or Minus an amount for rates as calculated in accordance with Rider RRM.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Issued By: David J. Park
Date Issued:

Vice President, Rates and Regulatory Affairs

**ATMOS ENERGY CORPORATION
MID-TEX DIVISION**
REVISION NO: 0

| | | |
|------------------------|---|-----------------|
| RATE SCHEDULE: | I – INDUSTRIAL SALES | |
| APPLICABLE TO: | All Cities designated as “Group A” on the Cities Served List | |
| EFFECTIVE DATE: | Bills Rendered on or after 08/01/2009 | PAGE: 31 |

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

| Charge | Amount |
|------------------------------|---------------------|
| Customer Charge per Meter | \$ 425.00 per month |
| First 0 MMBtu to 1,500 MMBtu | \$ 0.2583 per MMBtu |
| Next 3,500 MMBtu | \$ 0.1884 per MMBtu |
| All MMBtu over 5,000 MMBtu | \$ 0.0404 per MMBtu |

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Rate Review Mechanism: Plus or Minus an amount for rates as calculated in accordance with Rider RRM.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Issued By: David J. Park
Date Issued:

Vice President, Rates and Regulatory Affairs

**ATMOS ENERGY CORPORATION
MID-TEX DIVISION**REVISION NO: 0

| | | |
|------------------------|---|-----------------|
| RATE SCHEDULE: | I – INDUSTRIAL SALES | |
| APPLICABLE TO: | All Cities designated as “Group A” on the Cities Served List | |
| EFFECTIVE DATE: | Bills Rendered on or after 08/01/2009 | PAGE: 32 |

Replacement Index

In the event the “midpoint” or “common” price for the Katy point listed in *Platts Gas Daily* in the table entitled “Daily Price Survey” is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company’s Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Issued By: David J. Park
Date Issued:

Vice President, Rates and Regulatory Affairs

**ATMOS ENERGY CORPORATION
MID-TEX DIVISION**
REVISION NO: 0

| | | |
|------------------------|---|-----------------|
| RATE SCHEDULE: | T – TRANSPORTATION | |
| APPLICABLE TO: | All Cities designated as “Group A” on the Cities Served List | |
| EFFECTIVE DATE: | Bills Rendered on or after 08/01/2009 | PAGE: 33 |

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

| Charge | Amount |
|------------------------------|---------------------|
| Customer Charge per Meter | \$ 425.00 per month |
| First 0 MMBtu to 1,500 MMBtu | \$ 0.2583 per MMBtu |
| Next 3,500 MMBtu | \$ 0.1884 per MMBtu |
| All MMBtu over 5,000 MMBtu | \$ 0.0404 per MMBtu |

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Rate Review Mechanism: Plus or Minus an amount for rates as calculated in accordance with Rider RRM.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Issued By: David J. Park
Date Issued:

Vice President, Rates and Regulatory Affairs

**ATMOS ENERGY CORPORATION
MID-TEX DIVISION**
REVISION NO: 0

| | | |
|------------------------|---|-----------------|
| RATE SCHEDULE: | T – TRANSPORTATION | |
| APPLICABLE TO: | All Cities designated as “Group A” on the Cities Served List | |
| EFFECTIVE DATE: | Bills Rendered on or after 08/01/2009 | PAGE: 34 |

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest “midpoint” price for the Katy point listed in *Platts Gas Daily* in the table entitled “Daily Price Survey” during such month, for the MMBtu of Customer’s monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer’s receipt quantities for the month.

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer’s deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled “Daily Price Survey.”

Replacement Index

In the event the “midpoint” or “common” price for the Katy point listed in *Platts Gas Daily* in the table entitled “Daily Price Survey” is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company’s Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Issued By: David J. Park
Date Issued:

Vice President, Rates and Regulatory Affairs

**ATMOS ENERGY CORPORATION
MID-TEX DIVISION**
REVISION NO: 0

| | | |
|------------------------|---|-----------------|
| RIDER: | WNA – WEATHER NORMALIZATION ADJUSTMENT | |
| APPLICABLE TO: | All Cities designated as “Group A” on the Cities Served List | |
| EFFECTIVE DATE: | Bills Rendered on or after 08/01/2009 | PAGE: 45 |

Provisions for Adjustment

The base rate per Mcf (1,000,000 Btu) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential, and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Mcf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Mcf

R_i = base rate of temperature sensitive sales for the i^{th} schedule or classification approved by the entity exercising original jurisdiction.

HSF_i = heat sensitive factor for the i^{th} schedule or classification calculated as the slope of the linear regression of average sales per bill (Mcf) and actual heating degree days by month for the test year by schedule or classification and weather station as part of the RRM filing.

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

BL_i = base load sales for the i^{th} schedule or classification calculated as the y-intercept of the linear regression of average sales per bill (Mcf) and actual heating degree days by month for the test year by schedule or classification and weather station as part of the RRM filing.

The Weather Normalization Adjustment for the j^{th} customer in i^{th} rate schedule is computed as:

Issued By: David J. Park
Date Issued:

Vice President, Rates and Regulatory Affairs

**ATMOS ENERGY CORPORATION
MID-TEX DIVISION**
REVISION NO: 0

| | | |
|------------------------|---|-----------------|
| RIDER: | WNA – WEATHER NORMALIZATION ADJUSTMENT | |
| APPLICABLE TO: | All Cities designated as “Group A” on the Cities Served List | |
| EFFECTIVE DATE: | Bills Rendered on or after 08/01/2009 | PAGE: 46 |

$$WNA_i = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

Filings with Entities Exercising Original Jurisdiction

As part of its annual RRM filing the Company will file (a) a copy of each computation of the Weather Normalization Adjustment Factor, (b) a schedule showing the effective date of each such Weather Normalization Adjustment, (c) a schedule showing the factors of values used in calculating such Weather Normalization Adjustment and (d) a random sample and audit of thirty (30) actual customer bills, with customer information deleted, for each rate schedule or classification to which the WNA was applied in the preceding 12 month period. To the extent that source data is needed to audit the WNA application, such data will be provided by the Company as part of the annual RRM filing.

If the RRM is discontinued, as provided in the Rider RRM tariff, the information required herein to be filed with the entities exercising original jurisdiction shall be filed on March 1 of each year.

Base Use/Heat Use Factors

| <u>Weather Station</u> | <u>Residential</u> | | <u>Commercial</u> | |
|------------------------|-------------------------------|-----------------------------------|-------------------------------|-----------------------------------|
| | <u>Base use</u> <u>Mcf</u> | <u>Heat use</u> <u>Mcf/HDD</u> | <u>Base use</u> <u>Mcf</u> | <u>Heat use</u> <u>Mcf/HDD</u> |
| Abilene | 0.98 | .0140 | 9.64 | .0629 |
| Austin | 1.30 | .0161 | 20.00 | .0815 |
| Dallas | 1.60 | .0212 | 20.12 | .1018 |
| Waco | 1.12 | .0139 | 11.69 | .0608 |
| Wichita Falls | 1.12 | .0159 | 11.67 | .0649 |

Sample WNAF_i Calculation:

$$.3393 \text{ per Mcf} = 2.2707 \times \frac{(.0140 \times (30-17))}{(0.98 + (.0140 \times 17))}$$

Where

i = Residential Single Block Rate Schedule

R_i = 2.2707 per MCF

HSF_i = .0140 (Residential - Abilene Area)

Issued By: David J. Park

Vice President, Rates and Regulatory Affairs

Date Issued:

**ATMOS ENERGY CORPORATION
MID-TEX DIVISION**

REVISION NO: 0

| | | |
|------------------------|---|-----------------|
| RIDER: | WNA – WEATHER NORMALIZATION ADJUSTMENT | |
| APPLICABLE TO: | All Cities designated as “Group A” on the Cities Served List | |
| EFFECTIVE DATE: | Bills Rendered on or after 08/01/2009 | PAGE: 47 |

NDD = 30 HDD (Simple ten-year average of Actual HDD for Abilene Area – 9/15/06 – 10/14/06)

ADD = 17 HDD (Actual HDD for Abilene Area – 9/15/06 – 10/14/06)

Bl_i = 0.98 Mcf (Residential - Abilene Area)

Issued By: David J. Park
Date Issued:

Vice President, Rates and Regulatory Affairs

**ATMOS ENERGY CORPORATION
MID-TEX DIVISION**
REVISION NO: 0

| | | |
|------------------------|--|-----------------|
| RIDER: | GCR – GAS COST RECOVERY | |
| APPLICABLE TO: | All Cities Except Dallas | |
| EFFECTIVE DATE: | Bills Rendered on or after 8/1/2009 | PAGE: 68 |

Applicable to Rate R, Rate C, and Rate I for all gas sales made by Company, and applicable to Rate R, Rate C, Rate I, and Rate T for recovery of Pipeline System costs. The total gas cost recovery amount due is determined by adding the gas cost calculated in Section (a) below and the pipeline cost calculated in Section (b) below.

The amount due for gas cost (Section (a)) is determined by multiplying the Gas Cost Recovery Factor (GCRF) by the Customer's monthly volume. For Customers receiving service under Rate R and Rate C, monthly volume will be calculated on a Mcf basis. For Customers receiving service under Rate I, monthly volume will be calculated on an MMBtu basis and the quantities will be adjusted as necessary to recover actual gas costs.

The amount due for pipeline cost (Section (b)) is determined by multiplying the Pipeline Cost Factor (PCF) by the Customer's monthly volume. For Customers receiving service under Rate R and Rate C, monthly volume will be calculated on an Mcf basis. For Customers receiving service under Rate I and Rate T, monthly volume will be calculated on an MMBtu basis and the quantities will be adjusted as necessary to recover actual gas costs.

(a) Gas Cost
Method of Calculation

The monthly gas cost adjustment is calculated by the application of a Gas Cost Recovery Factor (GCRF), as determined with the following formula:

$$\text{GCRF} = \text{Estimated Gas Cost Factor (EGCF)} + \text{Reconciliation Factor (RF)} + \text{Taxes (TXS)}$$

EGCF = Estimated cost of gas, including lost and unaccounted for gas attributed to residential, commercial, and industrial sales, and any reconciliation balance of unrecovered gas costs, divided by the estimated total residential, commercial, and industrial sales. Lost and unaccounted for gas is limited to 5%.

RF = Calculated by dividing the difference between the Actual Gas Cost Incurred, inclusive of interest over the preceding twelve-month period ended June 30 and the Actual Gas Cost Billed over that same twelve-month period by the estimated total residential, commercial, and industrial sales for the succeeding October through June billing months. The interest rate to be used is the annual interest rate on overcharges and under charges by a utility as published by the Public Utility Commission each December. The interest rate for calendar year 2009 is 2.09%.

Actual Gas Cost Incurred = The sum of the costs booked in Atmos Energy Corp., Mid-Tex Division account numbers 800 through 813 and 858 of the FERC Uniform System of Accounts, including the net impact of injecting and withdrawing gas from storage. Also includes a credit or debit for any out-of-period adjustments or unusual or nonrecurring costs typically considered gas costs and a credit for amounts received as Imbalance Fees or Curtailment Overpull Fees. Also includes any

Issued By: David J. Park
Date Issued:

Vice President, Rates and Regulatory Affairs

**ATMOS ENERGY CORPORATION
MID-TEX DIVISION**
REVISION NO: 0

| | | |
|------------------------|--|-----------------|
| RIDER: | GCR – GAS COST RECOVERY | |
| APPLICABLE TO: | All Cities Except Dallas | |
| EFFECTIVE DATE: | Bills Rendered on or after 8/1/2009 | PAGE: 69 |

prudently incurred transaction-related fees, gains or losses and other transaction costs associated with the use of various financial instruments that are executed by the Company for the purpose of price volatility mitigation.

Actual Gas Cost Billed = EGCF multiplied by the monthly volumes billed to Residential, Commercial and Industrial Sales customers, less the total amount of gas cost determined to have been uncollectible and written off which remain unpaid for each month of the reconciliation period.

Any amount remaining in the reconciliation balance after the conclusion of the period of amortization will be maintained in the reconciliation balance and included in the collection of the next RF.

Atmos Energy shall file annual reports with the Commission, providing by month the following amounts: Gas Cost Written Off, Margin Written Off, Tax and Other Written Off, Total Written Off, Gas Cost Collected and Margin Collected.

TXS = Any statutorily imposed assessments or taxes applicable to the purchase of gas divided by the estimated total residential, commercial, and industrial sales.

ADJ = Any surcharge or refund ordered by a regulatory authority, inclusive of interest, divided by the estimated total residential, commercial, and industrial sales is to be included as a separate line item surcharge.

(b) Pipeline Cost
Method of Calculation

Each month, a Pipeline Cost Factor (PCF) is calculated separately for each Pipeline Cost Rate Class listed below. The formula for the PCF is:

$PCF = PP / S$, where:

$PP = (P - A) \times D$, where:

P = Estimated monthly cost of pipeline service calculated pursuant to Rate CGS

D = Pipeline service allocation factor for the rate class as approved in the Company's most recent rate case, as follows:

Issued By: David J. Park
Date Issued:

Vice President, Rates and Regulatory Affairs

**ATMOS ENERGY CORPORATION
MID-TEX DIVISION**
REVISION NO: 0

| | | |
|------------------------|--|-----------------|
| RIDER: | GCR – GAS COST RECOVERY | |
| APPLICABLE TO: | All Cities Except Dallas | |
| EFFECTIVE DATE: | Bills Rendered on or after 8/1/2009 | PAGE: 70 |

| Pipeline Cost Rate Class | Allocation Factor (D) |
|---|------------------------------|
| Rate R - Residential Service | .634698 |
| Rate C - Commercial Service | .302824 |
| Rate I - Industrial Service and Rate T - Transportation Service | .062478 |

A = Adjustment applied in the current month to correct for the difference between the actual and estimated pipeline cost revenue of the second preceding month, calculated by the formula:

$A = R - (C - A2)$, where:

R = Actual revenue received from the application of the PP component in the second preceding month.

C = Actual pipeline costs for the second preceding month.

A2 = The adjustment (A) applied to the PP component in the second preceding month.

S = Estimated Mcf or MMBtu for the rate class for the current billing month.

The PCF is calculated to the nearest 0.0001 cent.

The Pipeline Cost to be billed is determined by multiplying the Mcf or MMBtu used by the appropriate PCF. The Pipeline Cost is determined to the nearest whole cent.

Issued By: David J. Park
Date Issued:

Vice President, Rates and Regulatory Affairs

**ATMOS ENERGY CORPORATION
MID-TEX DIVISION**

REVISION NO: 0

| | | |
|------------------------|---|-----------------|
| RIDER: | CEE – CONSERVATION & ENERGY EFFICIENCY | |
| APPLICABLE TO: | All Cities except Dallas | |
| EFFECTIVE DATE: | Bills Rendered on or after 8/1/2009 | PAGE: 84 |

Purpose

Atmos Energy Mid-Tex is proposing to institute a complete Conservation & Energy Efficiency program which will offer assistance to qualified customer segments in reducing energy consumption and lowering energy utility bills. The proposal is one where Atmos Energy shareholders will fund a percentage of the allowable expenses incurred annually, with a customer rate component providing the remainder of the funding. Following is a high-level, concept summary of the proposal. Atmos Energy Mid-Tex Division proposes to work with the communities it serves to develop the details of a new tariff and programs addressing conservation and energy efficiency.

Synopsis:

Voucher system to provide free energy savings materials and supplies to qualifying customers of Atmos Mid-Tex. Qualified Customers will receive up to one thousand five hundred dollars (\$1,500.00) worth of caulking, weather-stripping, sheathing, sealing, water heater blankets, related gas plumbing, and like materials, other energy saving devices such as clock-thermostats, set-back devices ("covered items") from approved suppliers / retailers including necessary labor.

Company will undertake efforts to enlist support from community groups, including its own Employee Action Program, to assist customers with installation. If it is determined that professional installation capabilities are necessary, the parties will agree on labor assistance amounts.

Eligibility

Low Income – Low-income rate-payers that qualify for heating bill assistance through LIHEAP and other government energy efficiency program agencies and all agencies that distribute Atmos "Share the Warmth" funds. Agencies that allocate assistance funds denote customer as Low Income, a status that lasts for one year.

Senior Citizen – Primary account holder can request eligibility through ATM call center or web-site. Customer provides primary SSN which is verified through Social Security Administration. And account holder that is or turns 65 years old in that year becomes eligible.

Funding

Initial annual program funding will be at two million dollars (\$2,000,000). Atmos Energy shareholders will contribute one million dollars (\$1,000,000.00) to this initiative annually with ratepayers providing one million dollars (\$1,000,000.00) per year. It is proposed that the program operate on an October 1 through September 30 year, with regulatory asset/liability accounting employed by Atmos to track the difference between program funding and qualifying program expenditures. No Atmos employee labor will be charged as a program expenditure.

Administration:

A third-party administrator will coordinate qualification of customers, voucher distribution, subsequent verification and reimbursement of eligible expenditures and general program administration. Program administration expenses will be funded from the annual approved budget.

Issued By: David J. Park
Date Issued:

Vice President, Rates and Regulatory Affairs

**ATMOS ENERGY CORPORATION
MID-TEX DIVISION****REVISION NO: 0**

| | | |
|------------------------|---|-----------------|
| RIDER: | CEE – CONSERVATION & ENERGY EFFICIENCY | |
| APPLICABLE TO: | All Cities except Dallas | |
| EFFECTIVE DATE: | Bills Rendered on or after 8/1/2009 | PAGE: 85 |

Audits will be provided all interested parties within 120 days of the end of each program year to determine effectiveness.

Report

Atmos shall file an annual report detailing cost to administer the program including the amounts paid out of the program for energy conversation assistance. The report shall also detail the number of applicants and expenditures by geographic location, including the numbers of applications rejected and accepted and reason if rejected. The report shall be filed with the Director of the Gas Services Division of the Railroad Commission within 120 days of the end of each program year and with counsel of record for municipalities served by the Mid-Tex Division.

Issued By: David J. Park
Date Issued:

Vice President, Rates and Regulatory Affairs

ATMOS ENERGY CORP., MID-TEX DIVISION
PROOF OF REVENUES
TEST YEAR ENDING DECEMBER 31, 2008
(2009 RRM SETTLEMENT PROPOSAL)

| Line No. | Description | Prospective Rate Increase | 2008 True-up | Total change from current rates |
|----------|--|---------------------------|--------------------|---------------------------------|
| | (a) | (b) | (c) | (d) |
| 1 | Rate R | | | |
| 2 | Consumption Charge per MCF | | | |
| 3 | Change from Current Rate | \$0.1047 | \$0.0060 | \$0.0297 |
| 4 | Billing Units for Specified Period | 82,321,960 | 82,321,960 | 82,321,960 |
| 5 | Total Change in Base Revenue | \$8,619,109 | \$493,932 | \$2,444,962 |
| 6 | Associated Revenue Taxes | <u>\$532,144</u> | <u>\$30,495</u> | <u>\$150,952</u> |
| 7 | Total Rate Impact | \$9,151,253 | \$524,427 | \$2,595,914 |
| 8 | Number of Bills for Specified Period | 17,244,058 | 17,244,058 | 17,244,058 |
| 9 | Average Impact per Bill | \$0.53 | \$0.03 | \$0.15 |
| 10 | Rate C | | | |
| 11 | Consumption Charge per MCF | | | |
| 12 | Change from Current Rate | \$0.0383 | \$0.0052 | \$0.0068 |
| 13 | Billing Units for Specified Period | 52,439,100 | 52,439,100 | 52,439,100 |
| 14 | Total Change in Base Revenue | \$2,008,418 | \$272,683 | \$356,586 |
| 15 | Associated Revenue Taxes | <u>\$124,000</u> | <u>\$16,835</u> | <u>\$22,016</u> |
| 16 | Total Rate Impact | \$2,132,417 | \$289,519 | \$378,601 |
| 17 | Number of Bills for Specified Period | 1,452,943 | 1,452,943 | 1,452,943 |
| 18 | Average Impact per Bill | \$1.47 | \$0.20 | \$0.26 |
| 19 | Rates I&T - 1st block | | | |
| 20 | Consumption Charge per MCF | | | |
| 21 | Change from Current Rate | \$0.0144 | \$0.0087 | (\$0.0150) |
| 22 | Billing Units for Specified Period | 9,681,181 | 9,681,181 | 9,681,181 |
| 23 | Total Change in Base Revenue | \$139,409 | \$84,226 | (\$145,218) |
| 24 | Associated Revenue Taxes | <u>\$8,607</u> | <u>\$5,200</u> | <u>(\$8,966)</u> |
| 25 | Total Rate Impact | \$148,016 | \$89,426 | (\$154,183) |
| 26 | Rates I&T - 2nd block | | | |
| 27 | Consumption Charge per MCF | | | |
| 28 | Change from Current Rate | \$0.0105 | \$0.0064 | (\$0.0109) |
| 29 | Billing Units for Specified Period | 10,782,882 | 10,782,882 | 10,782,882 |
| 30 | Total Change in Base Revenue | \$113,220 | \$69,010 | (\$117,533) |
| 31 | Associated Revenue Taxes | <u>\$6,990</u> | <u>\$4,261</u> | <u>(\$7,257)</u> |
| 32 | Total Rate Impact | \$120,210 | \$73,271 | (\$124,790) |
| 33 | Rates I&T - 3rd block | | | |
| 34 | Consumption Charge per MCF | | | |
| 35 | Change from Current Rate | \$0.0023 | \$0.0014 | (\$0.0023) |
| 36 | Billing Units for Specified Period | 19,798,632 | 19,798,632 | 19,798,632 |
| 37 | Total Change in Base Revenue | \$45,537 | \$27,718 | (\$45,537) |
| 38 | Associated Revenue Taxes | <u>\$2,811</u> | <u>\$1,711</u> | <u>(\$2,811)</u> |
| 39 | Total Rate Impact | \$48,348 | \$29,429 | (\$48,348) |
| 40 | Rates I&T - Total | | | |
| 41 | Total Rate Impact | \$316,575 | \$192,127 | (\$327,322) |
| 42 | Number of Bills for Specified Period | 11,571 | 11,571 | 11,571 |
| 43 | Average Impact per Bill | \$12.79 | \$7.73 | (\$13.32) |
| 44 | | | | |
| 45 | Total Change in Base Revenue | \$10,925,693 | \$947,570 | \$2,493,260 |
| 46 | Total Rate Impact (Inc. Rev. Taxes) | \$11,600,245 | \$1,006,073 | \$2,647,194 |

Council Agenda Item: #R7

SUMMARY:

Consideration and consent to a Transfer of Ownership Interest and Change of Control of Ground Lease 0410-0401 at 4532 Glenn Curtis, between the Town of Addison as Landlord and 4532 Glenn Curtis Associates, Ltd., as Tenant and Colbyco Industries, LLC, a Texas limited liability company.

BACKGROUND:

The .65 acre leased premises was improved in 1979 with a three-bay hangar building with approximately 10,336 square feet of space, limited off-street parking and an aircraft apron subject to shared access with adjacent property owners. Pursuant to the terms of the Ground Lease, the permitted use of the facility is limited to aircraft storage only, which precludes any commercial operations of any kind.

The Oppel Family Partnership, a Texas limited partnership, is the holder of the Class A interests in the Partnership and desires to sell and assign its partnership interests to Colbyco Industries, LLC, a Texas limited liability company with Tim Cappelli as Manager. Mr. Cappelli has been a long-time hangar tenant at Addison Airport. In conjunction with the assignment of the partnership interests, Oppel wishes to obtain the Town's consent to this assignment in the form of a Change in Control Agreement.

RECOMMENDATION:

Staff and Airport Management recommend the Town Council give its consent to the Change of Control of Partnership subject to the City Attorney and City Manager's final approval.



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

Main: 972-392-4650
Direct: 972-392-4856
Fax: 972-788-9334
bill.dyer@addisonairport.net

- MEMORANDUM -

To: Mark Acevedo
From: Bill Dyer
CC: Joel Jenkinson
Date: July 29, 2009
Re: Requested Consent of Town of Addison by
4532 GLENN CURTIS ASSOCIATES, LTD.
Transfer of Ownership Interest and Change of Control of
Ground Lease 0410-0401

In regard to the Ground Lease between Town of Addison as Landlord and 4532 Glenn Curtiss Associates, Ltd. (the "Partnership") as Tenant, request is being made for the consideration and consent to the transfer of an ownership interest and the change of control of the ground lease.

Airport Management has reviewed the above request and recommends the Town to grant its consent. The City Attorney has reviewed the Change in Control Agreement attached hereto as Exhibit "A" and finds it acceptable for the Town's purposes.

Background Information:

The subject Ground Lease was first entered into by and between the Town of Addison and AATI as Landlord and Leo T. Doenges and C. E. Priest on March 1, 1979. Through various assignments the Partnership is now the Tenant. The .65 acre leased premises was improved in 1979 with a three-bay hangar building of approximately 10,336 square foot structure, limited off-street parking and aircraft apron subject to shared access with adjacent property owners. Pursuant to the terms of the Ground Lease, the permitted use of the facility is limited to aircraft storage only, which precludes any commercial operations of any kind. The Partnership subleases the respective Units to its general and limited partners. The lease is due to expire in 9.5 years or by 2/28/2019.

Current Status:

The Tenant currently pays \$13,192 in annual ground rent (\$.47) which is believed to be slight below market rent given the limited permitted use, shared aircraft apron and limited remaining term. The rental is subject to bi-annual adjustment with the next due March 1, 2011. The Tenant is in good standing with the Airport.

Oppel Family Partnership ("Oppel"), a Texas limited partnership is the holder of the Class A interests in the Partnership as defined, constituted and described in the partnership agreement dated October 14, 1997, as amended. Oppel is also the General Partner. Oppel desires to sell and assign his partnership interests to Colbyco Industries, LLC ("Colbyco"), a Texas limited liability company, Tim Cappelli as Manager. Mr. Cappelli has been a long time hangar tenant at Addison Airport. In conjunction with the assignment of the partnership interests, Oppel wished to obtain the Town's consent to this assignment in the form of a Change in Control Agreement, attached hereto as Exhibit 2.

Conclusion and Recommendation of Airport Management:

Airport Management recommends the Town of Addison to give its consent to the Change of Control of Partnership.

EXHIBIT "A"

CHANGE IN CONTROL AGREEMENT

1. ***Parties; Partnership; Partnership Interests***

1.1 The parties to this agreement are:

1.1.1 Colbyco Industries, LLC ("Colbyco"), a Texas limited liability company whose address is _____
(Attn: Tim Cappelli); and

1.1.2 Oppel Family Partnership, Ltd. ("Oppel"), a Texas limited partnership whose address is One Bent Tree Tower, 16475 Dallas Parkway, Suite 600, Addison, Texas 75001, (Attention: Ray Oppel);

1.2 Colbyco is purchasing from Oppel the "Class A Limited Partner" interest (the "Class A Interest") in 4532 Glen Curtiss Associates, Ltd., a Texas limited partnership (the "Partnership"), as defined, constituted and described in the partnership agreement dated October 14, 1997, as amended by amendment dated June 17, 1998, (which are collectively referred to as the "Partnership Agreement").

2. ***Ground Lease; Sublease***

2.1 The Partnership is the owner of the tenant's interest in, to and created by that certain ground lease (the "Ground Lease") dated August 31, 1978 by and among the City of Addison, Texas and Addison Airport of Texas, Inc., as lessors and Leo T. Doenges and C. E. Priest, as lessees, leasing and demising that certain real property described as the "demised premises" (the "Property") in the Ground Lease. A copy of the Ground Lease is attached hereto as Exhibit "A".

2.2 The Class A Interest carries with it the right to sublease a portion of the Property comprised of "Unit A" (herein so called) defined as and consisting of the sole and exclusive right to the use and occupancy of the portion of the hangar building and parking places designated as Unit A in the sublease and the non-exclusive right to use the remainder of the Property, except for those portions of the hangar building designated as "Unit B" and "Unit C" and the parking places as set apart for the exclusive use of Units B and C, in common with the sublessees of Units B and C. The Partnership has entered into or will enter into a Sublease (herein so called), with Colbyco, as sublessee, covering Unit A. A copy of the Sublease is attached hereto as Exhibit "B".

2.3 The Partnership (including Colbyco as a limited partner in the Partnership) desires to affirm the Ground Lease and obtain the consent of the Town of Addison, Texas to the purchase of the Class A Interest and the Sublease.

3. ***Agreements.***

3.1 The Partnership acknowledges and agrees that:

3.1.1 The Partnership, as Tenant under the Ground Lease, is expressly subject to and bound by all of the terms and provisions of the Ground Lease, including without limitation Paragraph 6 thereof pertaining to the use of the demised premises solely for aircraft storage.

3.1.2 No term or provision of this Agreement or the Sublease shall constitute a novation or otherwise be construed or be deemed to modify, alter, amend or change any term, provision or condition of the Ground Lease.

3.1.3 Any assignment or subletting, leasehold mortgage, or other conveyance or transfer of the Ground Lease or the Sublease by Colbyco continues to be subject to the prior written consent of the Town of Addison, Texas.

[Remainder of Page Intentionally Left Blank]

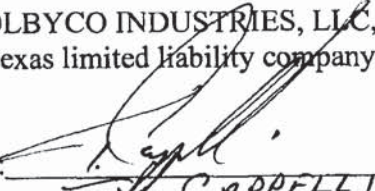
Dated: _____, 2009.

OPPEL FAMILY PARTNERSHIP, LTD.,
a Texas limited partnership

By: RJ MANAGEMENT, INC.,
a Texas corporation, General Partner

By: 
Ray Oppel, President

COLBYCO INDUSTRIES, LLC,
a Texas limited liability company

By: 
Name: TIM CAPPELLI
Title: MANAGER

4532 GLEN CURTISS ASSOCIATES, LTD.,
a Texas limited partnership

By: GLEN CURTISS INVESTORS, L.L.C.,
a Texas limited liability company,
General Partner

By: 
Ray Oppel, Manager

Subject to the Partnership's (as described above) compliance with the provisions contained herein, the Town of Addison, Texas, as Landlord under the above described Ground Lease, consents to the purchase of the Class A Interest as described above, solely for the purposes of the Ground Lease, this ____ day of _____, 2009 waiving none of its rights under the Ground Lease, and this Consent shall not operate as a waiver of the prohibition against further assignment, transfer or subletting without Landlord's prior written consent.

TOWN OF ADDISON, TEXAS

By: _____
Name: _____
Title: _____

Council Agenda Item: #R8

SUMMARY:

This item is to award a contract to Reliable Paving Inc. for Keller Springs Repairs, Bid 09-16.

FINANCIAL IMPACT:

Budgeted Amount: \$75,000

Contract Amount: \$82,520

This project is funded for 2008-09 in the Street Operations Budget.

Project Manager: Robin Jones

BACKGROUND:

Keller Springs Road has several areas with severe alligator cracking and rutting at the pavement surface. The worst of this is in the section between Quorum Drive and Dallas Parkway.

This project pulverizes the existing asphalt and some base material to a depth of 8.5 inches, adds 6% Portland cement per square yard, mixes, waters, compacts and grades the new base material. This is followed by 2" of new asphalt pavement.

The original intent of the project was to repair the worst areas (45,000 square feet) within the allotted \$75,000 budget. The 45,000 square feet equals 80% of the pavement in this section of roadway. Town staff believes we'll receive a nicer finished product by milling and repaving the top 2" of the remaining 10,260 square feet of pavement giving the entire section a new, uniform surface.

Bids were opened June 22, 2009 and two contractors submitted bids. The low bid of \$82,520 was submitted by Reliable Paving Inc. Reliable Paving Inc. successfully completed the 2008 Sidewalk and Curb Replacement Project and the 2008 Miscellaneous Pavement Repair Project for the Town of Addison.

The additional resurfacing (10,260 square feet) will cost \$16,416, and can be accomplished administratively. There are sufficient funds in the Street Department Signs and Markings account to reinstall all the pavement markings using a contractor currently working in Town.

RECOMMENDATION:

Staff recommends awarding this project in the amount of \$82,520 for pavement repairs to Keller Springs Road to Reliable Paving Inc.

Keller Springs Repairs

BID NO 09-16

DUE: June 22, 2009

10:00 AM

| BIDDER | Signed | Bid Bond | Bid Total |
|-----------------|--------|----------|--------------|
| JRJ Paving | Y | Y | \$ 93,330.00 |
| Reliable Paving | Y | Y | \$ 82,520.00 |
| | | | |
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Matthew E. McCombs

Matt McCombs, Management Analyst

Robin Jones

Witness

Council Agenda Item: #R9

SUMMARY:

Presentation, discussion and consideration of approval of a contract with R2W, Inc., to replace the current Fire Station Alerting Systems at Fire Station #1 and Fire Station #2 for \$30,101.40.

FINANCIAL IMPACT:

This was an expanded level of service request and funds were allocated to the fire department's current FY general fund budget.

BACKGROUND:

The current emergency notification systems in both fire stations are the original systems and the associated components of these systems are experiencing an increase in component failure, shorting-out, speaker-failures, and so on. The escalating system failures have caused delayed responses of our personnel and apparatus to calls for help. Our costs in repair related servicing and ongoing parts replacements are quick fixes but do not address the overall age, continuous system degradation, and an increasing occurrence of system failures at both fire stations. These issues that are directly impacting our level of service can be remedied by the replacement of these antiquated and failing systems. We anticipate that the new technology and updated components (including wiring) will meet our needs and improve our level of service well into the future.

Fire Station Alerting System

BID NO 09-18

DUE: July 29, 2009

2:00 PM

| BIDDER | Signed | Bid Bond | Bid Total |
|------------------------|--------|----------|-------------|
| Comtech Communications | | | \$54,499.32 |
| R2W Inc. | | | \$30,101.40 |
| | | | |
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Matt McCombs, Management Analyst

Witness

Building Solutions

August 3, 2009

Chief David Benson
Addison Fire Department
Town of Addison
4798 Airport Parkway
Addison, TX 75001

RE: Fire Station Alerting , Bid No. 09-18
Recommended Award óR2W

Dear Chief Benson:

We have received and reviewed the proposals submitted to the Town on Wednesday, July 29th for the above referenced bid. After a thorough in-house review of the bid and supporting documentation, reference checks, and consultation with ACS (the interlocal alerting system administrator) whose system will be connected to this in-station alerting equipment, we recommend R2W to be the contractor for this project.

We base our recommendation on the following: 1) bidder attended the pre-bid walk through and has acknowledged full access to the performance specification and addenda, 2) the bid appears to incorporate equipment that is capable of meeting the current functional needs of the Department, 3) bid outlines a realistic schedule that provides for the work completing in the current budget year, 4) ACS has had a successful working relationship with them on other projects, 5) the R2W bid was the most competitive and is within the budget for this project.

We wish to point out that there will be some additional costs involving incidental electrical expenses supporting the proposed system, the specifics of which cannot be determined until the successful bidder submits installation drawings. We propose that an electrical contractor familiar with the building be retained on a time and material basis for these incidental modifications, when we know the requirements.

Sincerely yours,

BUILDING SOLUTIONS



William A. Keslar
President

Council Agenda Item: #R10

SUMMARY:

Presentation, discussion and consideration of approval of an ordinance affirming the ongoing and continued provision of the Town's police department and matters related thereto in connection with the Town's application for "recognized" status from the Texas Police Chiefs Association's Law Enforcement Best Business Practices Recognition Program.

BACKGROUND:

The Addison Police Department is in the process of having the Department certified by the Texas Police Chiefs Association ("TPCA") as a "recognized" department. This "recognition" program is based on the Texas Best Practices in Law Enforcement Standards. The TPCA requires that certain standards be in place with an individual police department prior to the Association awarding the recognition. The standards are the policies and procedures which govern how an individual police department operates. One of these standards or conditions to achieve recognized status is a charter provision or an ordinance regarding a municipality's police department, and the proposed ordinance would satisfy this standard.

RECOMMENDATION:

City Staff recommends approval of the proposed ordinance in connection with the Police Department's submission to the Texas Police Chiefs Association seeking "recognized" status for the Department.

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AFFIRMING THE ONGOING AND CONTINUED EXISTENCE OF THE ADDISON POLICE DEPARTMENT; RECOGNIZING THE REQUIREMENT THAT ALL POLICE OFFICERS BE LICENSED; AFFIRMING THE POSITION OF CHIEF OF POLICE AND THE DUTIES AND RESPONSIBILITIES THEREOF AFFIRMING THE AUTHORITY, DUTIES, AND RESPONSIBILITIES OF POLICE OFFICERS; AMENDING THE CODE OF ORDINANCES OF THE TOWN BY AMENDING CHAPTER 50 THEREOF TO INCLUDE PROVISIONS RELATING TO THE FOREGOING; PROVIDING A SAVING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas (the “City”) is a home rule municipality pursuant to article 11, section 5 of the Texas Constitution and its Home Rule Charter; and

WHEREAS, Section 341.003 of the Texas Local Government Code authorizes a home rule municipality to provide for a police department; and

WHEREAS, the City has heretofore provided for a police department administered by a chief of police, as recognized annually through the City’s budget processes and in numerous ordinances and provisions of the City’s Code of Ordinances; and

WHEREAS, the City’s Police Department is actively engaged in pursuing “Recognized” status from the Texas Police Chiefs Association’s Law Enforcement Best Business Practices Recognition Program, and the City desires to adopt this Ordinance in connection with the same.

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

Section 1. Amendment. The Code of Ordinances of the Town of Addison, Texas (the “City”) is hereby amended in the following particulars, and all other chapters, articles, sections, subsections, sentences, phrases and words of the said Code of Ordinances are not amended hereby:

A. Chapter 50 (Law Enforcement), Article I (In General) is hereby amended by adding a new Section 50-1 through Section 50-4 to reads as follows:

ARTICLE I. IN GENERAL

Section 50-1. Police Department; Jurisdiction.

The Police Department of the town, heretofore provided for and existing, is affirmed, the head of which is the Chief of Police. The Police Department is and shall continue to be

composed of the Chief of the Police and other officers and employees as the City Council may provide. The jurisdiction of the Department is and shall continue to be the corporate limits of the town and that property lying outside the town limits which is owned by the town and such other areas as may be authorized by applicable law or pursuant to an agreement in accordance with applicable law.

Section 50-2. Certification and Compliance with the State of Texas requirements.

No person will be certified as a town Police Officer who has not complied with the basic requirements established by the state for Police Officers and by the town acting through the Chief of Police.

Section 50-3. Chief of Police.

(a) The Police Department of the town consists and shall continue to consist of the Chief of Police and such members of the Department as the City Council may provide.

(b) The Chief of the Police has been and shall continue to be appointed and subject to removal by the City Manager.

(c) The Chief of the Police has carried and shall continue to carry out the functions of the Police Department relating to: public safety and enforcement of ordinances, state and federal laws; the organization the Police Department of the town in conformity with the laws of the state and ordinances of the town; and has promulgated and shall continue to promulgate policies, procedures, rules, directives and orders for the administration of the Department, including but not limited to discipline within the Department.

Section 50-4. Authority and Duties of Police Officers.

(a) Individual officers constituting the city Police Department have been and shall continue to be invested with all the power and authority given to them as peace officers under the laws of the State. Inherent with this power and authority is the obligation to preserve the peace, to enforce the ordinances and regulations of the town, the laws of the State and of the United States, to take legal custody of offenders and to secure the citizens from violence.

(b). All personnel of the Police Department have been and shall continue to be bound by the most current directives, orders, rules, regulations and procedures for the town, and the most current directives, orders, rules, regulations and procedures for the operation of the Police Department as may be promulgated or as hereinafter amended by the town or the Chief of Police, and failure to abide thereby shall subject the violating personnel to such disciplinary action as may be determined by the Chief of Police within the limits of state law and town ordinance, policies and procedures.

Section 3. Severability Clause. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence paragraph or section of this Ordinance shall be declared unconstitutional or unlawful by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or unlawfulness shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional or unlawful phrase, clause, sentence, paragraph or section.

Section 4. Savings Clause. This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance. All rights and remedies of the City are expressly saved as to any and all violations of the provisions of any and all ordinances which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

Section 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication as required by law.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas, on this the ____ day of _____, 2009.

Joe Chow, Mayor

ATTEST:

By:_____
Lea Dunn, City Secretary

APPROVED AS TO FORM:

By:_____
John Hill, City Attorney

Council Agenda Item: #R11

SUMMARY:

Staff requests Council approval of an identification and directional sign package Addison Circle.

FINANCIAL IMPACT:

Budgeted Amount: Item was not budgeted, but funds are available.

Cost: Approximately \$60,000

BACKGROUND:

For several years the staff has been trying to help visitors find Addison Circle, both on a daily basis and during events. The Town has done a good job of promoting Addison Circle Park as a destination for Taste Addison, Oktoberfest, and other events, but it has never had any permanent signs in place to help visitors find their way to Addison Circle on a daily basis.

The lack of way-finding signage has been keenly felt by the merchants and apartment owners in Addison Circle, and the merchant community in the Circle has repeatedly asked the City Manager for signs that would direct people to Addison Circle from Belt Line Road and the Tollway.

The staff asked Michael Morris Designs to design a way-finding sign package for Addison Circle. Michael Morris designed the parking signs that already exist in Addison Circle, as well as the information kiosks in Addison Circle Park and the informational panels on the southwest corner of the Circle. The staff wanted a package that would match the sign color scheme and theme that has already been established in Addison Circle.

There are two types of signs proposed: monument signs at primary entrances and pole-mounted signs at secondary entrances. The signs are designed to direct traffic into Addison Circle on a daily basis. While they do not promote any merchant individually, they do let people know that there are restaurants, shops, and apartments in the area. They are also designed to be fitted with a plastic event sign that can be tagged onto the permanent sign to announce our Special Events. These tag-on signs will look more professional than the temporary bandit signs we have been putting out for events. We also hope they will allow us to reduce the number of man-hours it currently takes to put out and pick up event signs.

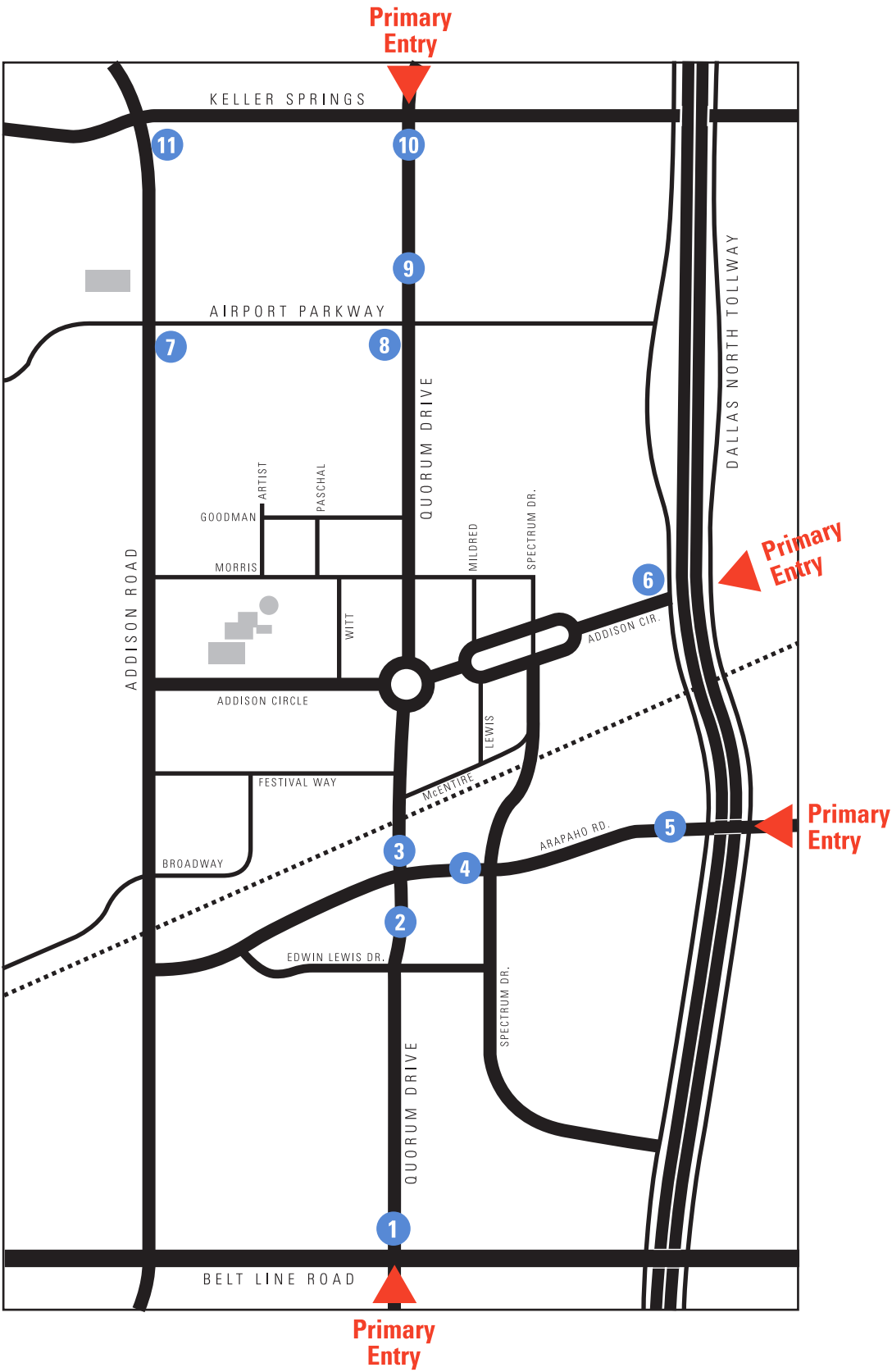
RECOMMENDATION:

Staff recommends the Council approve the design for a way-finding sign package for Addison Circle and authorize the staff to solicit bids for the fabrication and installation.

Addison Circle District

Wayfinding Location Plan

Cross reference
numbered locations with
the Sign Schedule



Addison Circle District

Primary Entry Directionals - Sign Type PED

Size
As shown

Quantity
See Schedule of Signs

Material
Sign Face/.125" aluminum cabinets painted w/Matthews primer and paint
Arrow Disk/.125" aluminum front, back & sides
Post/7" OD steel tubing painted w/Matthews primer and paint
Slip Base Plate/Steel slip base per TxDOT standards painted w/Matthews primer and paint
Text/3M High performance reflective vinyl
Arrow/3M High performance reflective vinyl

Color
Sign Face/Matthews MP11430
Post/Match sign face
Base Plate/As shown
Text/3M 680-10 White
Arrow Disk /3M 680-71 Yellow, 3M 680-72 Red

Finish
Sign Face/Gloss
Post/Gloss
Base Plate/Gloss
Text/Vinyl
Arrow Disk/Vinyl

Typography
As shown

Installation
Mounts to TxDOT standard breakaway slip base with non-corrosive bolts as required.

Fabricator is responsible for structural engineering and must submit stamped construction drawings for approval.

Field verify exact locations and conditions prior to submitting bid.

Town of Addison will clear all utilities before installation.

Disk Border and Arrow
Reflective yellow vinyl.

Paint returns to match yellow with Matthews.



Back Side
Text flushes right on reverse side

Sign posts curve toward sculpture in Addison Circle.

Post
7" OD (est) steel tubingw/welded end cap.
Radius is approx. 50" to outside edge of pipe.

Slip Base Plate
Use TxDOT Standards
Foundation engineering is responsibility of fabricator. Stamped engineering drawings must be submitted for approval.

Addison Circle District

Primary Entry Directionals - Sign Type PED

Size
As shown

Quantity
See Schedule of Signs

Material
Sign Face/.125" aluminum cabinets painted w/Matthews primer and paint
Arrow Disk/.125" aluminum front, back & sides
Post/7" OD steel tubing painted w/Matthews primer and paint
Slip Base Plate/Steel slip base per TxDOT standards painted w/Matthews primer and paint
Text/3M High performance reflective vinyl
Arrow/3M High performance reflective vinyl

Color
Sign Face/Matthews MP11430
Post/Match sign face
Base Plate/As shown
Text/3M 680-10 White
Arrow Disk /3M 680-71 Yellow, 3M 680-72 Red

Finish
Sign Face/Gloss
Post/Gloss
Base Plate/Gloss
Text/Vinyl
Arrow Disk/Vinyl

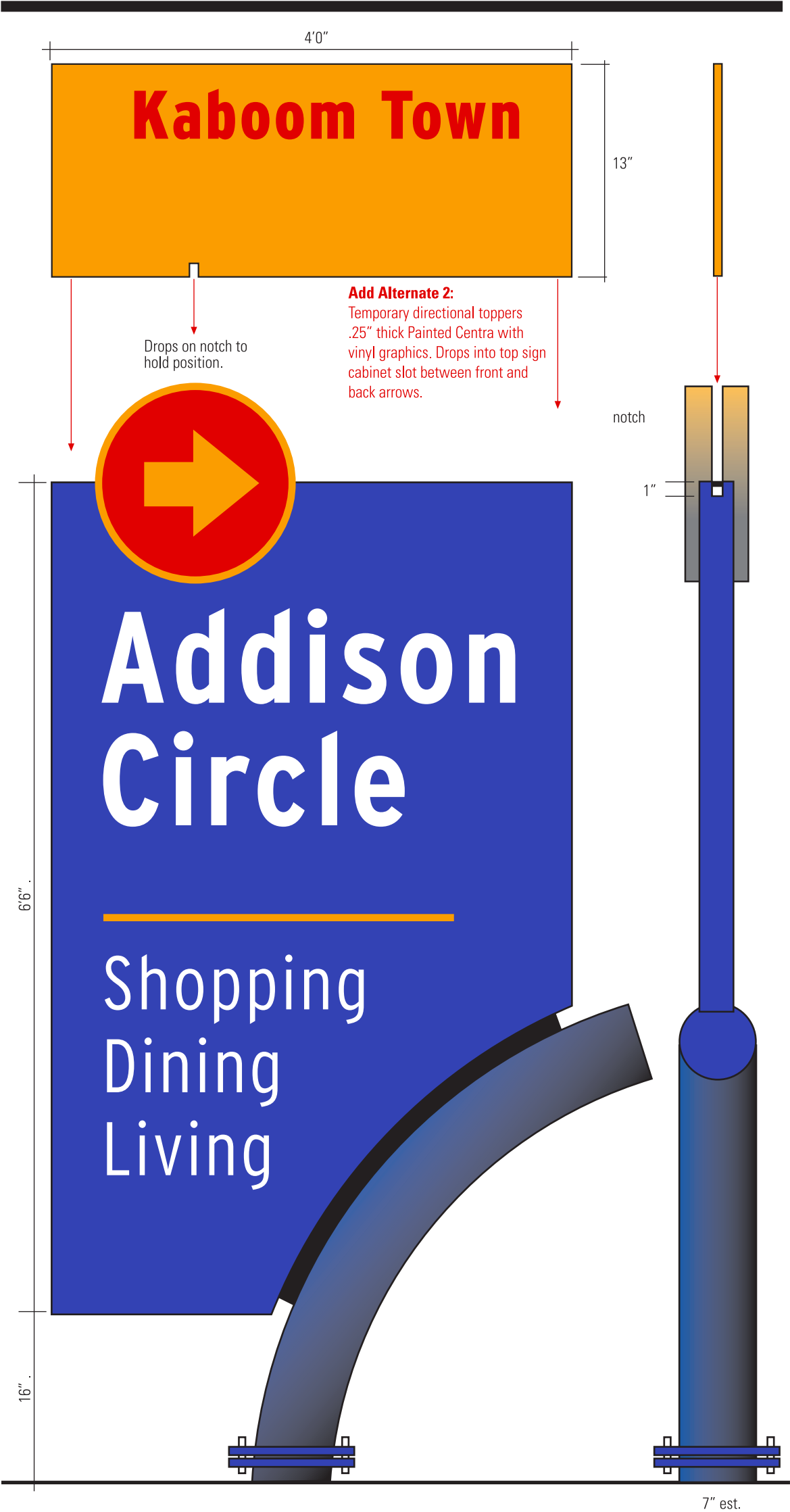
Typography
As shown

Installation
Mounts to TxDOT standard breakaway slip base with non-corrosive bolts as required.

Fabricator is responsible for structural engineering and must submit stamped construction drawings for approval.

Field verify exact locations and conditions prior to submitting bid.

Town of Addison will clear all utilities before installation.



Add Alternate 2:
Temporary directional toppers
.25" thick Painted Centra with vinyl graphics. Drops into top sign cabinet slot between front and back arrows.

Drops on notch to hold position.

notch

1"

7" est.



Back Side
Text flushes right on reverse side

Addison Circle District

Primary Entry Toppers - Add Alternate 2

Size
As shown

Quantity
See Schedule of Signs

Material
Sign Face/.25" Centra
Background/3M High performance reflective vinyl
Text/3M High performance reflective vinyl

Color
Sign Face/3M 680-71 Yellow
Text/3M 680-72 Red

Finish
Sign face/Vinyl
Text/Vinyl

Typography
As shown

Installation
Mounts into slot in top of cabinet. Notch registers on pin.

Fabricator is responsible for structural engineering and must submit stamped construction drawings for approval.



Add Alternate 2:
Temporary directional toppers
.25" thick Painted Centra with vinyl graphics. Drops into top sign cabinet slot between front and back arrows..

Addison Circle District

Secondary Site Directionals - Sign Type SDF

Size
As shown

Quantity
See Schedule of Signs

Material
Poles/Galvanized 4"OD round pole with TxDOT breakaway slip base primed and painted.
Sign Face/.125" aluminum panel painted w/Matthews primer and paint.
Hang Rods/1"sq. with holes top and bottom for attaching panel painted w/Matthews primer & paint
Graphics/3M High performance reflective vinyl

Color
Pole & Base/Black
Sign Face/Matthews MP11430
Hang Rods/Black
Text/3M 680-10 White
Arrow Disk & Rule/3M 680-71 Yellow, 3M 680-72 Red

Finish
Pole & Base/Gloss
Sign Face/Gloss
Hang Rods/Gloss
Base Plate/Gloss
Text/Vinyl
Arrow Disk & Rule/Vinyl

Typography
As shown do not change font, font size or letter/line spacing.

Installation
Mounts to TxDOT style street fixtures with breakaway slip base.

Fabricator is responsible for structural engineering and must submit stamped construction drawings for approval.

Field verify exact locations and conditions prior to submitting bid.

Town of Addison will clear utilities at all locations before installation.



Back Side
Text flushes left on reverse side

As shown

See Schedule of Signs

Poles/Galvanized 4"OD round pole with TxDOT breakaway slip base primed and painted. Sign Face/.125" aluminum panel painted w/Matthews primer and paint. Hang Rods/1"sq. with holes top and bottom for attaching panel painted w/Matthews primer & paint Graphics/3M High performance reflective vinyl

Pole & Base/Black
Sign Face/Matthews
MP11430
Hang Rods/Black
Text/3M 680-10 White
Arrow Disk & Rule/
3M 680-71 Yellow, 3M 680-
72 Red

Pole & Base/Gloss
Sign Face/Gloss
Hang Rods/Gloss
Base Plate/Gloss
Text/Vinyl
Arrow Disk & Rule/Vinyl

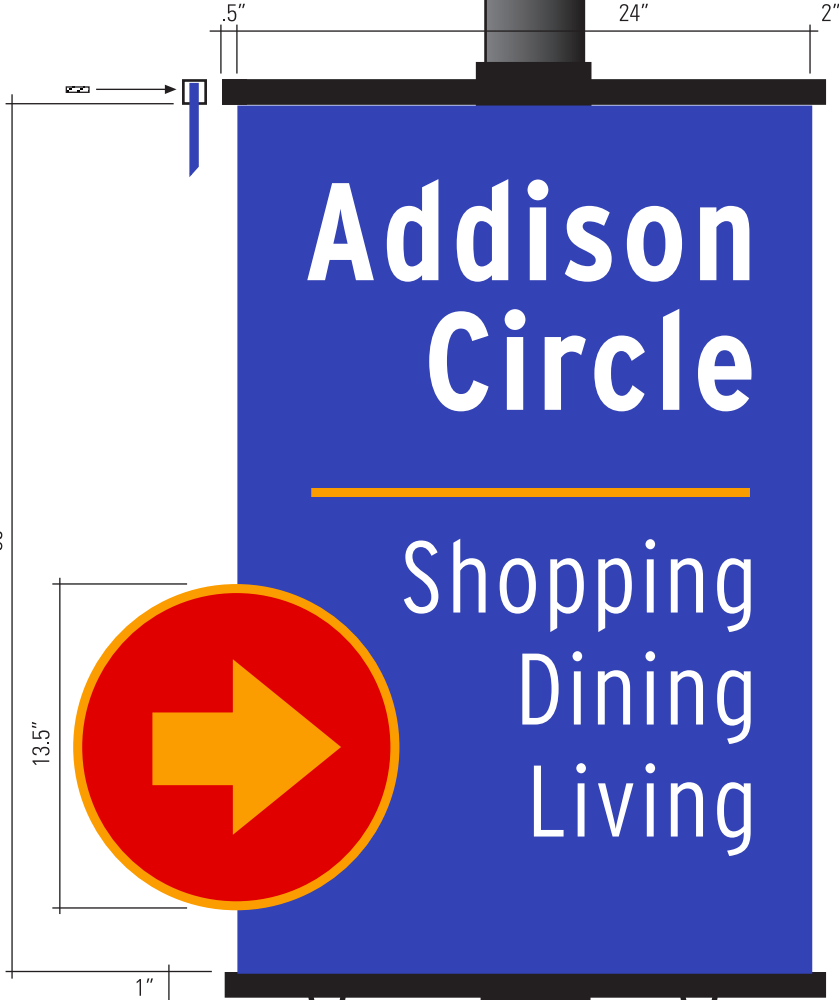
As shown do not change font, font size or letter/line spacing.

Mounts to TxDOT style street fixtures with breakaway slip base.

Fabricator is responsible for structural engineering and must submit stamped construction drawings for approval.

Field verify exact locations and conditions prior to submitting bid.

Town of Addison will clear utilities at all locations before installation.



Welded half round loop
on bottom bar only.

Add Alternate 1:
Temporary directional
hangers .25" thick Painted
Centra with vinyl graphics
Drilled with metal
grommets for reinforcing
both top and bottom.

Galvanized
TxDOT breakaway slip base
and pole painted black.

Fabricator is responsible for engineering the base and providing stamped engineering drawings to the Town of Addison for review and approval.



Text flushes left
on reverse side

Addison Circle District

Secondary Site Hangers - Add Alternate 1

Size
As shown

Quantity
See Schedule of Signs

Material
Sign Face/.25" Centra
Background/3M High performance reflective vinyl
Text/3M High performance reflective vinyl

Color
Sign Face/3M 680-71 Yellow
Text/3M 680-72 Red

Finish
Sign face/Vinyl
Text/Vinyl

Typography
As shown

Installation
Mounts into slot in top of cabinet. Notch registers on pin.

Fabricator is responsible for structural engineering and must submit stamped construction drawings for approval.



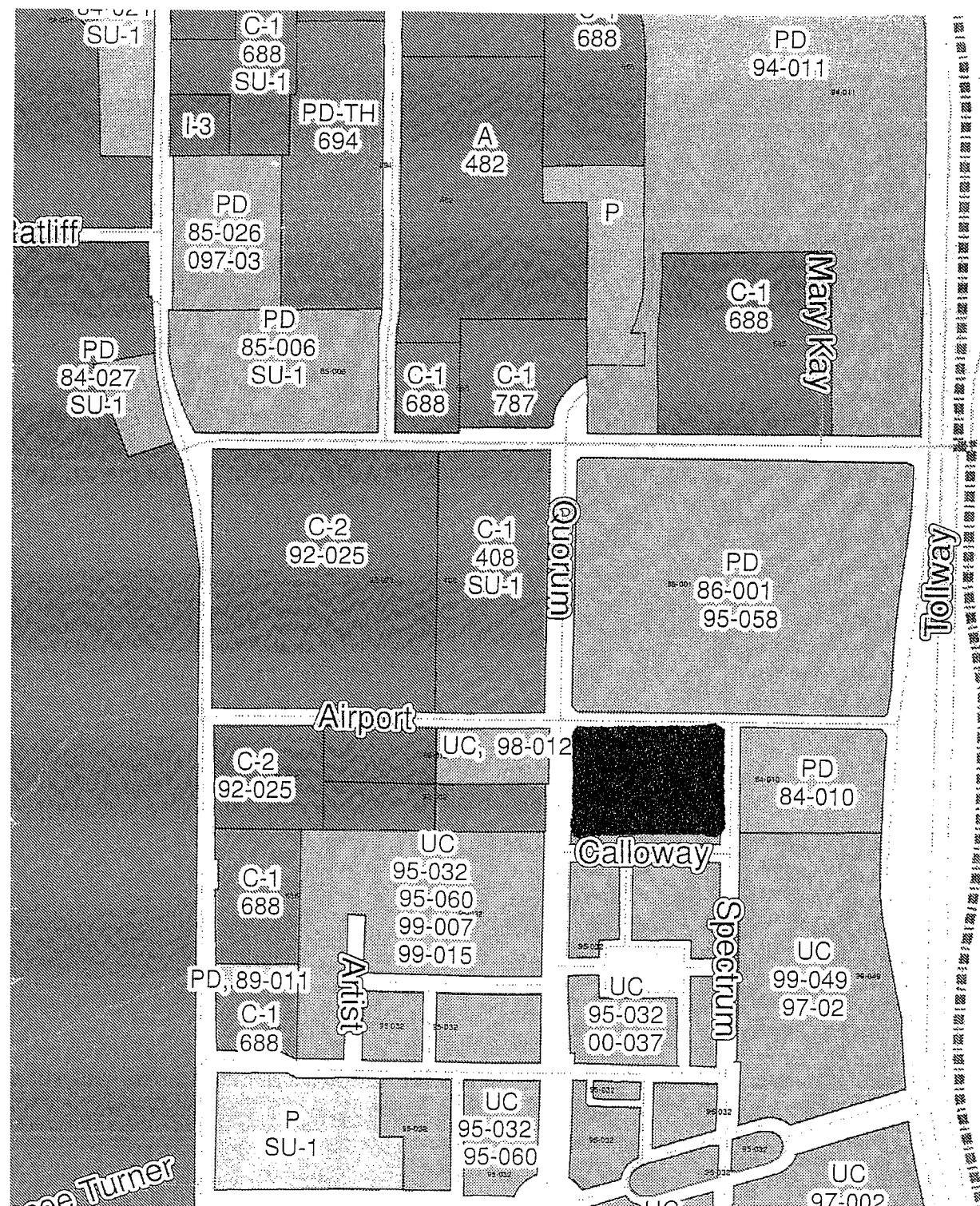
Both sides of topper
flush to this side.

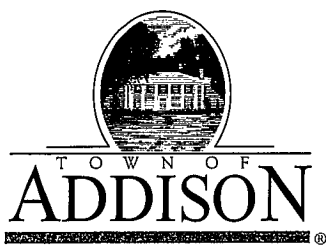


Add Alternate 1:
Temporary directional
hangers .25" thick Painted
Centra with vinyl graphics
Drilled with metal
grommets for reinforcing
both top and bottom.

1581-Z

PUBLIC HEARING Case 1581-Z/Ryland Homes at Meridian Square. Requesting approval of an ordinance approving revised floor plans and elevations for a townhome project, which is part of a previously approved development project for 48 townhomes and 90 condominium units, located in the UC – Urban Center District/Residential Subdistrict, on 3.9 acres at the southeast corner of the intersection of Quorum Drive and Airport Parkway, on application from Ryland Homes, represented by Mr. Matthew Alexander of Dowdey, Anderson & Associates.





DEVELOPMENT SERVICES

(972) 450-2880 Fax: (972) 450-2837

16801 Westgrove

Post Office Box 9010 Addison, Texas 75001-9010

July 17, 2009

STAFF REPORT

RE: Case 15681Z/Ryland Homes at Meridian Square

LOCATION: 3.98 acres at the southeast corner of Quorum Drive and Airport Parkway

REQUEST: Approval of an ordinance approving revised floor plans and elevations for 42 townhomes, which are part of a previously approved development project for 48 townhomes and 90 condominium units, located in the UC – Urban Center District/Residential Subdistrict

APPLICANT: Ryland Homes, represented by Mr. Matt Alexander

DISCUSSION:

Background. The zoning on this property was changed from UC – Commercial subdistrict to UC – Residential subdistrict on June 12, 2007 through Ordinance 007-016. A final development plan for 83 fee-simple townhomes was approved through that ordinance. The original request was filed by Intervest Ventures Group, and unlike the CityHomes product to the south, Intervest was proposing that these 83 units be individually-platted townhomes wherein the homeowner had fee-simple ownership of the ground underneath the unit.

In November of 2007, David Weekley Homes brought forward a revision to the proposed plan. The site plan for the property was not changed, and David Weekley still proposed fee-simple townhomes, but Weekley proposed different elevations for the townhomes. David Weekley also got approval for several waivers to the design standards for the district, which included a waiver for the use of hardi-plank siding on the alley side of the units and for composition shingles on the roofs. Although the zoning was approved for the David Weekley Homes product, David Weekley did not purchase the land, and it was later sold to another home builder, Savannah Homes.

Savannah Homes and David Weekley Homes then formed a partnership and brought forward a "hybrid" plan for the tract that would contain 45 of the original David Weekley townhomes (still on individually platted lots), and approximately 90 flat condominium units on three lots. The Council approved the hybrid plan in November of 2007 through Ordinance 007-040.

After that plan was approved, David Weekley decided to reduce some lot widths in order to increase the number of fee-simple townhomes it could build on the site. It reduced some lot widths to 20 feet and some to 16 feet, and increased the number of townhomes allowed from 45 to 48. The ordinance approving that plan contained several waivers and several conditions for approval. It was approved by the Council on November 11, 2008 through Ordinance 008-053. A copy of that ordinance is attached. The revised plan affected the townhomes only and did not include any changes to the 90-condominium portion of the site.

After that plan was approved, David Weekley backed completely out of the project. That left Savannah Homes with 48 lots to market to townhome developers. Savannah decided that the varied widths that David Weekley was proposing were going to be hard to market. Savannah Homes processed a final plat for Meridian Square that replatted the townhome portion of the property into all 22-foot lot widths and reduced the number of townhome lots from 48 to 42. The Final Plat was approved by the City Council on May 12, 2009. Since Savannah Homes was reducing the number of lots on the site (reducing the density), it was not required to come back through the zoning process when it replatted the lots. There were no changes to the 90-condominium portion of the site.

At this point, Ryland Homes is coming into the project as the new townhome developer. It is proposing to build 42 individually owned, fee-simple townhomes on 22-foot wide lots. Once again, Ryland's proposal affects only the townhome lots and does not include any changes to the 90-condominium portion of the site.

Proposed Plans. Ryland is proposing to keep the same site lay-out and lot configuration that was approved through the Final Plat for Meridian Square (attached to this report). The plat lists a total of 45 lots – 42 townhome lots and 3 condominium lots.

Ryland has submitted floor plans for three units that it is currently constructing at its Parkview project in Carrollton. However, Ryland's is planning to design two new floor plans for this project with increased square footage. In addition, Ryland is planning to modify the proposed elevations to include more and larger balconies across the front façade and some building material changes to some of the decorative elements of the plans. Those commitments are listed in the letter from Frederick S. Phillips of Ryland Homes, which is attached to this report. Unlike David Weekley, Ryland is not proposing to use hardi-plank siding on the alley sides of the project, but would use all brick and stone facades.

Unit Height. Ryland is planning to build three-story product with a height of 36 feet to the top of the gabled roof. For comparison, City Homes measures 35 feet to the top of the building, with some gable elements going to 40 feet. In the UC district, the maximum height for a townhome is 40 feet. The Building Code measures height of a building to the center of the gable, so by our measurements, the buildings are 32 feet tall, which falls within the allowed height.

Unit Area. The units range from 2,233 square feet to 2,621. In the UC district, the minimum area per dwelling unit for a townhome is 1,600 square feet, so the units will exceed the minimum size requirement for a dwelling unit.

Facades. Ryland is proposing to use all brick and stone materials and will not be using hard-plank as a façade material. However, Ryland does want to use composition roofs on the townhomes. The composition shingle roofs were approved for Intervest and David Weekley, with the stipulation that they be GAF "Grand Slate" composition shingles, with a lifetime warranty. Ryland is willing to use the GAF "Grand Slate" shingles. The elevation drawings Ryland submitted showed some hardi-plank elements on the fronts of the units. Staff is recommending that those hardi-plank elements be modified to use another material, or eliminated. Staff is also recommending that the Ryland product use the same brick for all units within one building. All buildings do not have to use the same brick, but staff is recommending that Ryland follow the same condition that was applied to the David Weekley plan in that all units within the same building be constructed of the same brick. This will differentiate this product from the CityHomes product, which utilizes a different brick for every individual unit within one building.

Stone on Facades. The David Weekley product proposed that the front and sides of all units within a building would be stone. Ryland is proposing to use stone on its facades, and the amount of stone varies, with two facades having 21% and one having 38%. Weekley was proposing to use 33% on the front and sides, but it was also proposing to use hardi-plank siding on the upper floors of the alley sides of the buildings. Ryland is proposing to use all brick on the alley sides of the buildings, which staff feels is an upgrade to what Weekley was proposing.

Staff feels that some stone should be incorporated into the facades, but would like to give Ryland design flexibility. Therefore, staff recommends the facades be revised to incorporate 30% stone on the fronts and sides of the buildings, with no stone required on the rears of the buildings.

Parking. Ryland is proposing to provide 2 parking spaces per unit in the garages, even for the 16-foot-wide units. In addition, the site provides 41 public parking spaces along the public streets.

Noise issue. In the original approval, there was a concern about the impact the noise from the chiller unit at the Madison office building would have on the units that were close to it. There was a condition placed on the original approval that required noise

mitigation measures on the lots closest to the chiller. Staff will recommend the same condition be approved this request. The condition states:

-Units in Block C, units 1-8, (as shown on the approved final plat for Meridian Square) shall be constructed using noise mitigation methods so that outside noise levels, measured within the habitable space of the dwelling unit, do not exceed 45 DNL. A certified acoustical engineer shall approve the construction plans for units 1-8 to assure they will provide a 45 DNL noise level, and a certified acoustical engineer shall inspect the units, once they are constructed, and verify that the required noise level has been attained. The applicant shall bear all costs for hiring the certified acoustical engineer.

Waivers. It appears that some of the waivers that were approved for Intervest and David Weekley in the original application are again being requested. Those waivers are as follows and are shown in **bold type**:

Waiver of design standards in order to allow lot widths to be 22 feet as opposed to the 25 feet required by the ordinance. This is a change from the lot plan that was approved for David Weekley, and it is a change that the staff supports. Ryland is proposing to build larger units on wider lots, and it will reduce the number of townhomes from 48 to 42.

Waiver to design standards in order to allow depths of 45 feet as opposed to the 55 feet required by the ordinance. This waiver has been approved for all other townhome lots in Addison Circle.

Waiver to design standards in order to allow lot coverage of 100% of the lot as opposed to the 65% of the lot required by the ordinance. This waiver has been approved for all other townhome lots in Addison Circle.

Waiver to design standards in order to allow a minimum three-foot setback against the Category C, (Residential) Streets (Calloway), as opposed to the five-foot setback required by the ordinance, and a waiver to design standards in order to allow a seven-foot setback against the Category D (Quorum, Spectrum, Airport Parkway) streets, as opposed to the ten-foot setback required by the ordinance. This waiver was approved for the David Weekley through both the original and revised plans.

Waiver to design standards in order to use composition shingles as a roofing material. As noted above, this waiver has been approved through all plans, subject to the condition that GAF "Grand Slate" shingles be used.

The waivers to lot width, depth, and coverage have been approved for all previous townhomes in the district. A waiver for hardi-plank siding was approved for CityHomes, Intervest, and David Weekley. However, it is not being requested by Ryland Homes.

RECOMMENDATION:

Staff has visited the Ryland homes product in Carrollton and feels that the floor plans and finish out on the interior of the units is comparable to the product that David Weekley was planning to build. Staff also feels that the 22-foot lots (which are two feet wider than CityHomes built), will provide a townhome product that is not currently available in Addison Circle. Staff also feels that the elimination of the hardi-plank siding for the alley sides of the buildings is a plus. The Ryland facades show some hardi-plank elements in the detailing. Staff feels that those hardi-plank details should be eliminated, and that balconies should be added to the fronts of the units. Ryland has committed to do both of those things.

Staff feels that the waivers and conditions that went with all previously-approved plans are still appropriate, with some slight modifications to reflect the changes in the plans. In the following list of waivers and conditions, staff will repeat the conditions that applied to the Savannah Homes condominium product, even though that product is not being considered in this request. The waivers and conditions are being repeated so that there will not be confusion between the previous ordinance and this proposed ordinance as to which conditions apply to the site.

APPROVED WAIVERS FOR RYLAND TOWNHOMES

Waiver of design standards in order to allow lot widths to be 22 feet as opposed to the 25 feet required by the ordinance

Waiver to design standards in order to allow depths of 45 feet as opposed to the 55 feet required by the ordinance.

Waiver to design standards in order to allow lot coverage of 100% of the lot as opposed to the 65% of the lot required by the ordinance

Waiver to design standards in order to allow a minimum three-foot setback against the Category C, (Residential) Streets (Calloway), as opposed to the five-foot setback required by the ordinance, and a waiver to design standards in order to allow a seven-foot setback against the Category D (Quorum, Spectrum, Airport Parkway) streets, as opposed to the ten-foot setback required by the ordinance.

Waiver to design standards in order to use composition shingles as a roofing material.

APPROVED WAIVERS FOR SAVANNAH HOMES CONDOMINIUMS

Waiver to the design standard for minimum width and minimum depth for a lot.

Waiver to design standards in order to allow a minimum seven-foot setback against a Category D street (Spectrum Drive), as opposed to the ten-foot setback required by the ordinance.

Waiver to design standards in order to allow for not less than 70 percent of the exterior cladding of all exterior walls fronting or visible from public streets (including above grade parking structures) be brick or stone construction.

CONDITIONS FOR APPROVAL:

- All townhomes on the site shall contain the following design elements:
 - divided light windows
 - shutters at the third floor windows
 - overhangs and gables
 - 30% of the front and sides of each building shall be stone façade. Alley sides of buildings are not required to include stone in the façade.
 - the hardi-plank elements shown on the fronts of the units shall be modified to use another material, or eliminated.
 - all units within a building shall be composed of the same brick. However, not all buildings have to use the same brick.
 - front yard enclosures are to be provided on buildings facing Quorum Drive, Spectrum Drive, and Calloway Drive
 - all fencing, stair rails, and balcony railings shall be metal. No wood fencing or railings will be allowed.
 - all air conditioning units shall be screened with a sight-barring material which shall be approved by the staff.
 - GAF "Grand Slate" composition shingles, with lifetime warranty, shall be used on all roofs.
 - All roof vents, plumbing stacks, and mechanical vents shall be installed on the back side of the roof ridge line to the fullest extent possible.
 - Units in Block C, units 1-8, (as shown on the approved final plat for Meridian Square) shall be constructed using noise mitigation methods so that outside noise levels, measured within the habitable space of the dwelling unit, do not exceed 45 DNL. A certified acoustical engineer shall approve the construction plans for units 1-8 to assure they will provide a 45 DNL noise level, and a certified acoustical engineer shall inspect the units, once they are constructed, and verify that the required noise level has been attained. The applicant shall bear all costs for hiring the certified acoustical engineer.
- The tree wells on all public streets shall be designed to match the Fairfield Development tree wells, which include a concrete curb edge separating the pavers from the planting bed.

- Where possible, plantings (shrubs or vines) shall be added in the alleys to soften the appearance from the streets.
 - The dead-end alleys shall have appropriate signage.
 - A 5-foot sidewalk easement shall be added along the Spectrum Drive frontage.
 - Any encroachments into the public right-of-way shall comply with Chapter 32 of the 2006 IBC must be approved by the Public Works Department.
 - The townhomes shall comply with the requirements of the 2006 IRC, unless a unity agreement is executed.
- Fire hydrants shall be placed at 300-foot intervals along streets and fire lanes serving the property.
- All air conditioning units on the condominiums shall be screened from view on all sides with a solid material,
 - Plans shall be revised to include a wing-wall or gateway element at all alley entrances to help screen views into the alleys.
 - All paving and drainage design and construction must meet city standards.
 - A final site plan must be approved by the Fire Department before issuance of a building permit.
 - Detailed streetscape plans shall be submitted for review and approval for lighting, paving, irrigation, site furniture, and planting prior to the issuance of a building permit.
 - The on-going open space maintenance shall be the owners/homeowners association's responsibility, which includes the maintenance of the living screen area along Airport Parkway.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'CMORAN', with a stylized, overlapping 'C' and 'M'.

Carmen Moran
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on July 23, 2009, voted to recommend approval of the request for final development plan approval, on application from Ryland Homes, with the following waivers to design standards:

APPROVED WAIVERS FOR RYLAND TOWNHOMES

Waiver of design standards in order to allow lot widths to be 22 feet as opposed to the 25 feet required by the ordinance

Waiver to design standards in order to allow depths of 45 feet as opposed to the 55 feet required by the ordinance.

Waiver to design standards in order to allow lot coverage of 100% of the lot as opposed to the 65% of the lot required by the ordinance

Waiver to design standards in order to allow a minimum three-foot setback against the Category C, (Residential) Streets (Calloway), as opposed to the five-foot setback required by the ordinance, and a waiver to design standards in order to allow a seven-foot setback against the Category D (Quorum, Spectrum, Airport Parkway) streets, as opposed to the ten-foot setback required by the ordinance.

Waiver to design standards in order to use composition shingles as a roofing material.

APPROVED WAIVERS FOR SAVANNAH HOMES CONDOMINIUMS

Waiver to the design standard for minimum width and minimum depth for a lot.

Waiver to design standards in order to allow a minimum seven-foot setback against a Category D street (Spectrum Drive), as opposed to the ten-foot setback required by the ordinance.

Wavier to design standards in order to allow for not less than 70 percent of the exterior cladding of all exterior walls fronting or visible from public streets (including above grade parking structures) be brick or stone construction.

The Planning and Zoning Commission also voted to recommend approval of the request for final development plan approval, on application from Ryland Homes, subject to the following conditions:

CONDITIONS FOR APPROVAL:

- All townhomes on the site shall contain the following design elements:
 - divided light windows
 - overhangs and gables
 - 30% of the front and sides of each building shall be stone façade. Alley sides of buildings are not required to include stone in the façade.
- all units within a building shall be composed of the same brick. However, not all buildings have to use the same brick.
- front yard enclosures are to be provided on buildings facing Quorum Drive, Spectrum Drive, and Calloway Drive
- all fencing, stair rails, and balcony railings shall be metal. No wood fencing or railings will be allowed.
- all air conditioning units shall be screened with a sight-barring material which shall be approved by the staff.
- GAF "Grand Slate" composition shingles, with lifetime warranty, shall be used on all roofs.
- All roof vents, plumbing stacks, and mechanical vents shall be installed on the back side of the roof ridge line to the fullest extent possible.
- Units in Block C, units 1-8, (as shown on the approved final plat for Meridian Square) shall be constructed using noise mitigation methods so that outside noise levels, measured within the habitable space of the dwelling unit, do not exceed 45 DNL. A certified acoustical engineer shall approve the construction plans for units 1-8 to assure they will provide a 45 DNL noise level, and a certified acoustical engineer shall inspect the units, once they are constructed, and verify that the required noise level has been attained. The applicant shall bear all costs for hiring the certified acoustical engineer.
- The tree wells on all public streets shall be designed to match the Fairfield Development tree wells, which include a concrete curb edge separating the pavers from the planting bed.
- Where possible, plantings (shrubs or vines) shall be added in the alleys to soften the appearance from the streets.
- The dead-end alleys shall have appropriate signage.
- A 5-foot sidewalk easement shall be added along the Spectrum Drive frontage.
- Any encroachments into the public right-of-way shall comply with Chapter 32 of the 2006 IBC must be approved by the Public Works Department.
- The townhomes shall comply with the requirements of the 2006 IRC, unless a unity agreement is executed.

Fire hydrants shall be placed at 300-foot intervals along streets and fire lanes serving the property.

-All air conditioning units on the condominiums shall be screened from view on all sides with a solid material,

-Plans shall be revised to include a wing-wall or gateway element at all alley entrances to help screen views into the alleys.

-All paving and drainage design and construction must meet city standards.

-A final site plan must be approved by the Fire Department before issuance of a building permit.

-Detailed streetscape plans shall be submitted for review and approval for lighting, paving, irrigation, site furniture, and planting prior to the issuance of a building permit.

-The on-going open space maintenance shall be the owners/homeowners association's responsibility, which includes the maintenance of the living screen area along Airport Parkway.

Voting Aye: Doherty, Gaines, Hewitt, Resnik, Wood,
Voting Nay: None
Absent: DeFrancisco, Wheeler

TOWN OF ADDISON, TEXAS
ORDINANCE NO. 008-053

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, APPROVING A FINAL DEVELOPMENT PLAN FOR A RESIDENTIAL PROJECT OF APPROXIMATELY 90 CONDOMINIUM UNITS AND 48 TOWNHOME UNITS, AS REQUIRED BY THE "UC" DISTRICT ORDINANCE, RESIDENTIAL SUB-DISTRICT, ON APPLICATION FROM ADDISON URBAN DEVELOPMENT PARTNERS - LLC, LOCATED ON ONE TRACT OF 3.98 ACRES AT THE SOUTHEAST CORNER OF AIRPORT PARKWAY AND QUORUM DRIVE, AND BEING MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; PROVIDING FOR APPROVAL OF WAIVERS TO DESIGN STANDARDS, PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR A REPEAL CLAUSE.

WHEREAS, application was made to amend the Comprehensive Zoning Ordinance of the Town of Addison, Texas, by making application for the same with the Planning and Zoning Commission of the Town of Addison, Texas, as required by State Statutes and the zoning ordinance of the Town of Addison, Texas, and all the legal requirements, conditions and prerequisites having been complied with, the case having come before the City Council of Addison, Texas, after all legal notices, requirements, conditions and prerequisites having been complied with; and

WHEREAS, the City Council of the Town of Addison, Texas, does find that there is a public necessity for the zoning change, that the public demands it, that the public interest clearly requires the amendment, and it is in the best interest of the public at large, the citizens of the Town of Addison, Texas, and helps promote the general welfare and safety of this community, now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ADDISON,

SECTION 1. That the Addison City Council does hereby approved a final development plan for the hereinafter described property, said property being located

within the UC – Urban Center zoning district, Residential subdistrict, said property being in the Town of Addison, Texas, and being described as follows:

BEING a tract of land situated in the G.W. Fisher Survey, Abstract No. 482 in the City of Addison, Dallas County, Texas, said tract also being part of the L.L.Jacobs Tract as shown by Deed in Volume 2131 at Page 422-424, Deed Records of Dallas County, Texas, and also part of a tract of land conveyed to Chaney and Hope, Inc. as shown by Deed in Volume 78194 at Page 1741, Deed Records of Dallas County, Texas, and being all of the tract of land conveyed to Quorum East Joint Venture as shown by Deed in Volume 93022 at page 5219, Deed Records of Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a point of intersection of the East line of Addison Road (a 60 foot right-of-way) with the South line of Airport Parkway (formerly Harris Road) (a 55 foot right-of-way);

THENCE South 89 degrees 37 minutes 15 seconds East, a distance of 1266.62 feet along the said South line of Airport Parkway to the POINT OF BEGINNING;

THENCE South 89 degrees 37 minutes 15 seconds East, along the said South line of Airport Parkway a distance of 474.60 feet to a 1/2 inch iron rod found for corner and being the Northwest corner of Dallas North Parkway Addition as shown in Volume 85021, Page 16867, of the Plat Records of Dallas County, Texas,

THENCE South 44 degrees 56 minutes 29 seconds East, along the west line of Spectrum Drive a distance of 14.22 feet to a 1/2 inch iron rod found for corner;

Thence South 00 degrees 15 minutes 44 seconds East, along the common line of said Dallas North Parkway Addition a distance of 344.68 feet to a 1/2-inch iron rod found for corner in the North line of a tract of land conveyed to OPUBCO Resources as recorded in the Volume 78070, Page 3638 of the Deed Records of Dallas County, Texas, said iron rod also being the Southwest corner of said Dallas North Parkway Addition;

THENCE North 89 degrees 36 minutes 38 seconds West, along said North line of said OPUBCO Resources a distance of 480.85 feet to a 1/2 inch iron rod found for corner in the East line of Quorum Drive (a 90 foot right-of-way);

THENCE North 44 degrees 37 minutes 10 seconds West, along the said East line of Quorum Drive a distance of 14.99 feet to a 1/2 inch iron rod found for corner;

THENCE North 00 degrees 21 minutes 32 seconds East along the said East line of Quorum Drive a distance of 340.88 feet to a 1/2 inch iron rod found for corner;

THENCE North 45 degrees 35 minutes 09 seconds East, along the said East line of Quorum Drive a distance of 4.23 feet to the PLACE OF BEGINNING and CONTAINING 3.98 acres of land.

SECTION 2, As provided in the "UC" Urban Center, Residential Subdistrict, — Article of the Comprehensive Zoning Ordinance, said property shall be developed in accordance with the final development plans, which are attached hereto and made a part hereof for all purposes.

SECTION 3. As provided in the "UC" Urban Center, Residential Subdistrict, Article of the Comprehensive Zoning Ordinance, the property shall be developed in accordance with the final development plans, with the following waivers to design standards:

APPROVED WAIVERS FOR TOWNHOMES

Waiver of design standards in order to allow lot widths to be 16 feet as opposed to the 25 feet required by the ordinance

Waiver to design standards in order to allow depths of 45 feet as opposed to the 55 feet required by the ordinance.

Waiver to design standards in order to allow lot coverage of 100% of the lot as opposed to the 65% of the lot required by the ordinance

Waiver to design standards in order to allow a minimum three-foot setback against the Category C, (Residential) Streets (Calloway), as opposed to the five-foot setback required by the ordinance, and a waiver to design standards in order to allow a seven-foot setback against the Category D (Quorum, Spectrum, Airport Parkway) streets, as opposed to the ten-foot setback required by the ordinance.

Waiver to design standards in order to use hardi-plank siding as a siding material on an exterior façade.

Waiver to design standards in order to use composition shingles as a roofing material.

APPROVED WAIVERS FOR SAVANNAH HOMES CONDOMINIUMS

Waiver to the design standard for minimum width and minimum depth for a lot.

Waiver to design standards in order to allow a minimum seven-foot setback against a Category D street (Spectrum Drive), as opposed to the ten-foot setback required by the ordinance.

Waiver to design standards in order to allow for not less than 70 percent of the exterior cladding of all exterior walls fronting or visible from public streets (including above grade parking structures) be brick or stone construction.

CONDITIONS FOR APPROVAL:

- All townhomes on the site shall contain the following design elements:
 - divided light windows
 - shutters at the third floor windows
 - overhangs and gables
 - standing seam roof at the "tower" element
 - brick cladding on all sides of all chimneys
 - stone at base of buildings carried to second floor elevation
 - front yard enclosures are to be provided on buildings facing Quorum Drive, Spectrum Drive, and Calloway Drive
 - wrought iron with added "detail" shall be installed on balconies and front yard enclosures as shown on sketch provided and attached as part of the development plans
 - iron fencing shall be provided around third-floor roof "decks" and mechanical units. Wood fencing is prohibited"
 - GAF "Grand Slate" composition shingles, with lifetime warranty, shall be used on all roofs.
 - All roof vents, plumbing stacks, and mechanical vents shall be installed on the back side of the roof ridge line to the fullest extent possible.
- Units in Block C, units 9-16, (as shown on the approved final development plan) shall be constructed using noise mitigation methods so that outside noise levels, measured within the habitable space of the dwelling unit, do not exceed 45 DNL. A certified acoustical engineer shall approve the construction plans for units 9-16 to assure they will provide a 45 DNL noise level, and a certified acoustical engineer shall inspect the units, once they are constructed, and verify that the required noise level has been attained. The applicant shall bear all costs for hiring the certified acoustical engineer.
- The tree wells on all public streets shall be designed to match the Fairfield Development tree wells, which include a concrete curb edge separating the pavers from the planting bed.
- Where possible, plantings (shrubs or vines) shall be added in the alleys to soften the appearance from the streets.

- The dead-end alleys shall have appropriate signage.
 - A 5-foot sidewalk easement shall be added along the Spectrum Drive frontage.
 - Any encroachments into the public right-of-way shall comply with Chapter 32 of the 2006 IBC must be approved by the Public Works Department.
 - The townhomes shall comply with the requirements of the 2006 IRC, unless a unity agreement is executed.
- Fire hydrants shall be placed at 300-foot intervals along streets and fire lanes serving the property.

SECTION 4. As provided in the "UC" Urban Center Article of the Comprehensive Zoning Ordinance, the property shall be developed in accordance with the final development plans, subject to the following special conditions:

- All air conditioning screening fences shall be of a solid material, and shall screen the air conditioning units from all sides.
- Plans shall be revised to include a wing-wall or gateway element at all alley entrances to help screen views into the alleys.
- All paving and drainage design and construction must meet city standards.
- A final site plan must be approved by the Fire Department before issuance of a building permit.
- Detailed streetscape plans shall be submitted for review and approval for lighting, paving, irrigation, site furniture, and planting prior to the issuance of a building permit.
- The on-going open space maintenance shall be the owners/homeowners association's responsibility, which includes the maintenance of the living screen area along Airport Parkway.
- Units in Block C, units 9-16, (as shown on the approved final development plan) shall be constructed using noise mitigation methods so that outside noise levels, measured within the habitable space of the dwelling unit, do not exceed 45 DNL. A certified acoustical engineer shall approve the construction plans for units 9-16

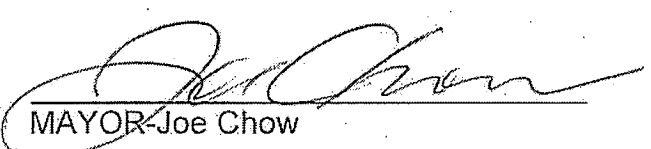
SECTION 5. All paved areas, permanent drives, streets and drainage structure shall be constructed in accordance with standard Town of Addison specifications adopted for such purpose

SECTION 6. That any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the city, as heretofore amended, and upon conviction shall be punished by a fine set in accordance with Chapter 1, General Provisions, Section 1.10, General penalty for violations of Code; continuing violations, of the Code of Ordinances for the Town of Addison.

SECTION 7. That should any paragraph, sentence, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provisions thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of this ordinance as a whole.

SECTION 8. That all ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, on this the 11th day of November, 2008.



MAYOR-Joe Chow

ATTEST:



CITY SECRETARY

Mario Canizares

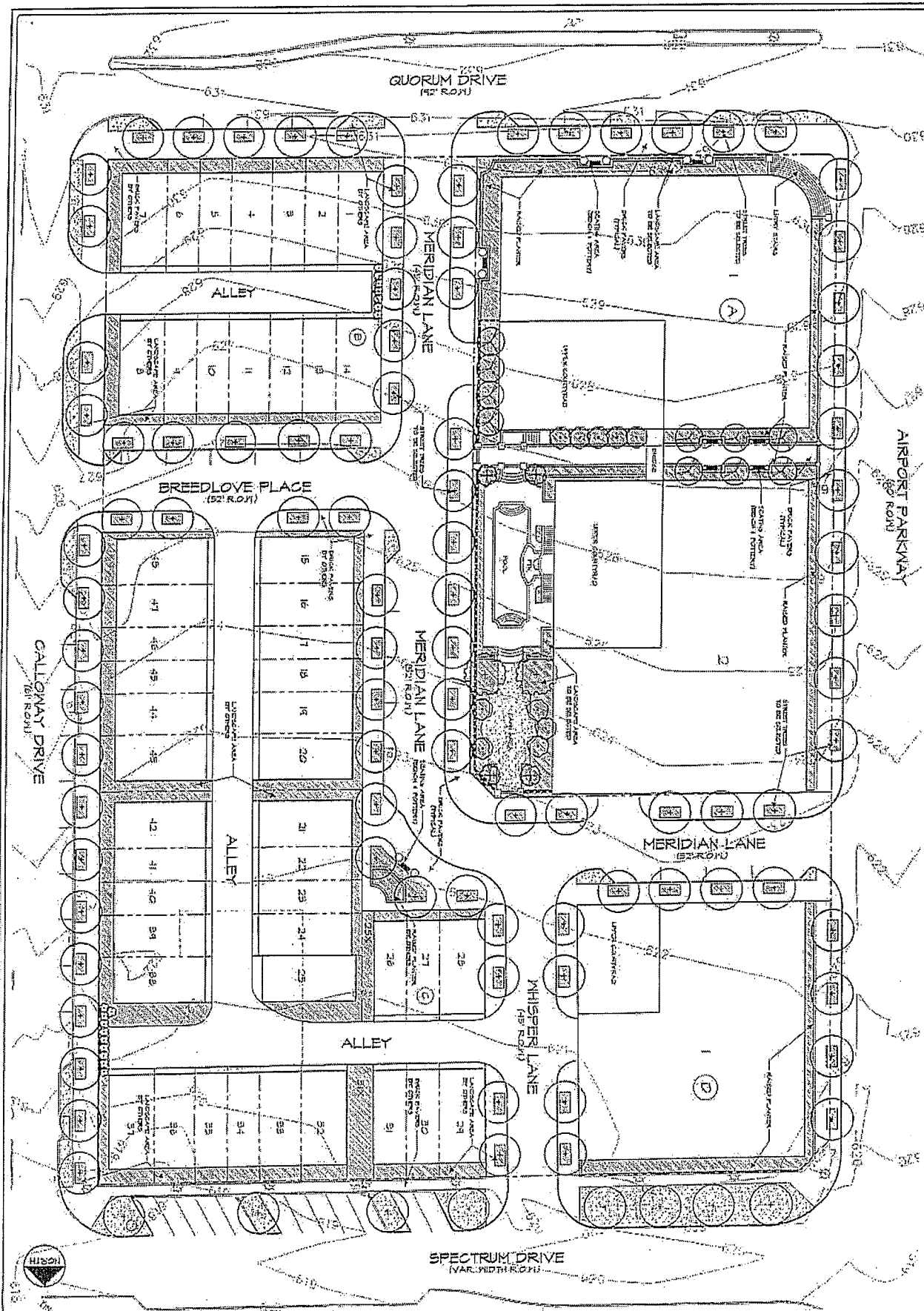
CASE NO. : 1562-Z-1/Meridian Square

APPROVED AS TO FORM:



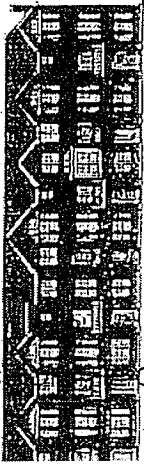
DIRECTOR OF DEVELOPMENT SERVICES-
Carmen Moran

PUBLISHED ON: _____

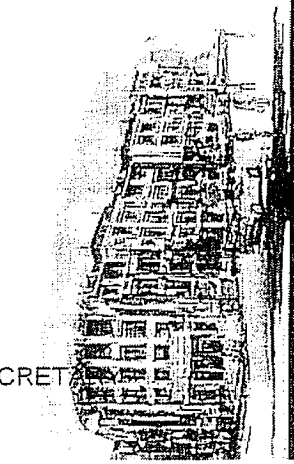


| | | | | |
|---------------------------------------|--|--|--|--|
| <p>Sheet Title:</p> <p>10-008-053</p> | <p>Landscape Plan</p> <p>OFFICE OF THE CITY SECRETARY</p> | <p>Meridian Square</p> <p>Condominium / Townhomes</p> <p>Addison, Texas</p> | | <p>Grubbs Design Group</p> <p>LANDSCAPE ARCHITECTURE • CONSTRUCTION MANAGEMENT</p> <p>ORDINANCE NO. 008-053</p> |
|---------------------------------------|--|--|--|--|

TOWNHOME ELEVATION



CONDOMINIUM ELEVATION



CRETA



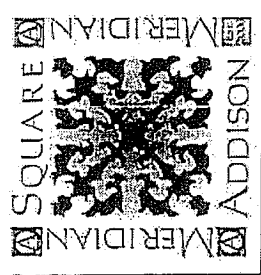
QUADRA DRIVE

AIRPORT PARKWAY

SPECTRUM DRIVE

CALLIGWAY DRIVE

| Development Data | | | |
|------------------|---------------|---------|------|
| Product | Width x Depth | Sum | |
| 16x45 | 20x45 | 160x100 | (DU) |
| 22 | 10 | - | 48 |
| - | - | - | 2.5 |
| 22 | 10 | 16 | 92 |
| Sum | | | 140 |



SQUARE

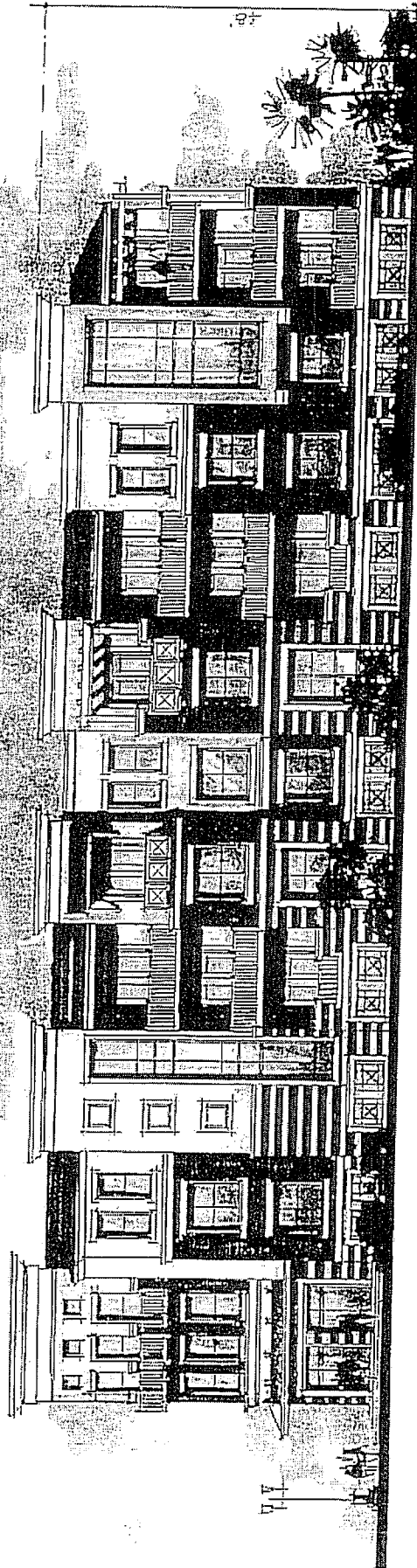


ADDISON



NO. 008-05

DOWNEY, ANDERSON & ASSOCIATES, INC.
5315 N. CANTON ST. CHICAGO, ILL. 60630



FRONT ELEVATION

elevations to be
ck or stone on a

MERIDIAN SQUARE

ADDISON, TEXAS

SAVANNAH DEVELOPERS

7-25-08

HP7-2008-27

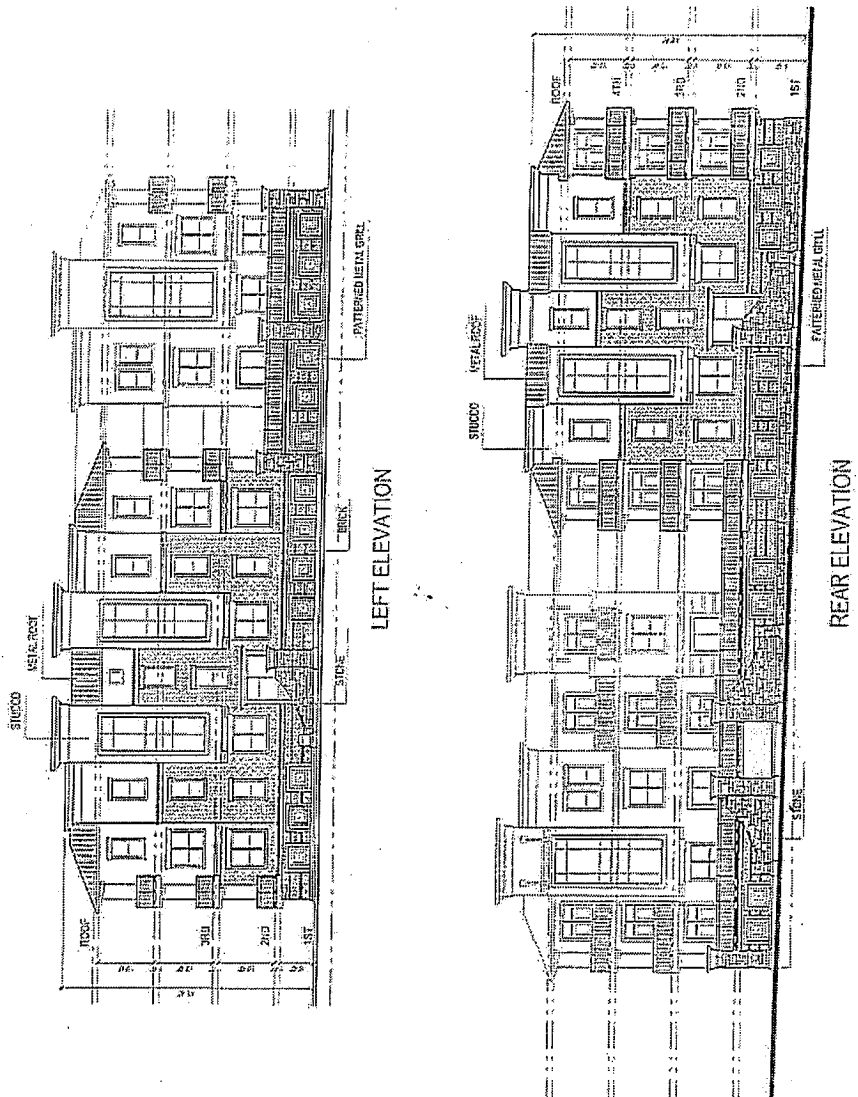
HUMPHREYS PARTNERS



7-25-08

7-25-08

HUMPHREY & PARTNERS ASSOCIATES, LP
5339 AVALON BLVD, SUITE 202, DALLAS, TEXAS 75242
(972) 763-6530 • (972) 761-9339 FAX
25401 • CHINA (86) 20 643 1562
NEW ORLEANS • (504) 586-0000 • FAX (504) 586-0001
WWW.HUMPHREY-PA.COM



MERIDIAN SQUARE
SAVANNAH DEVELOPERS

ADDITION, TEXAS

9-19-2006 HPA # 2006327

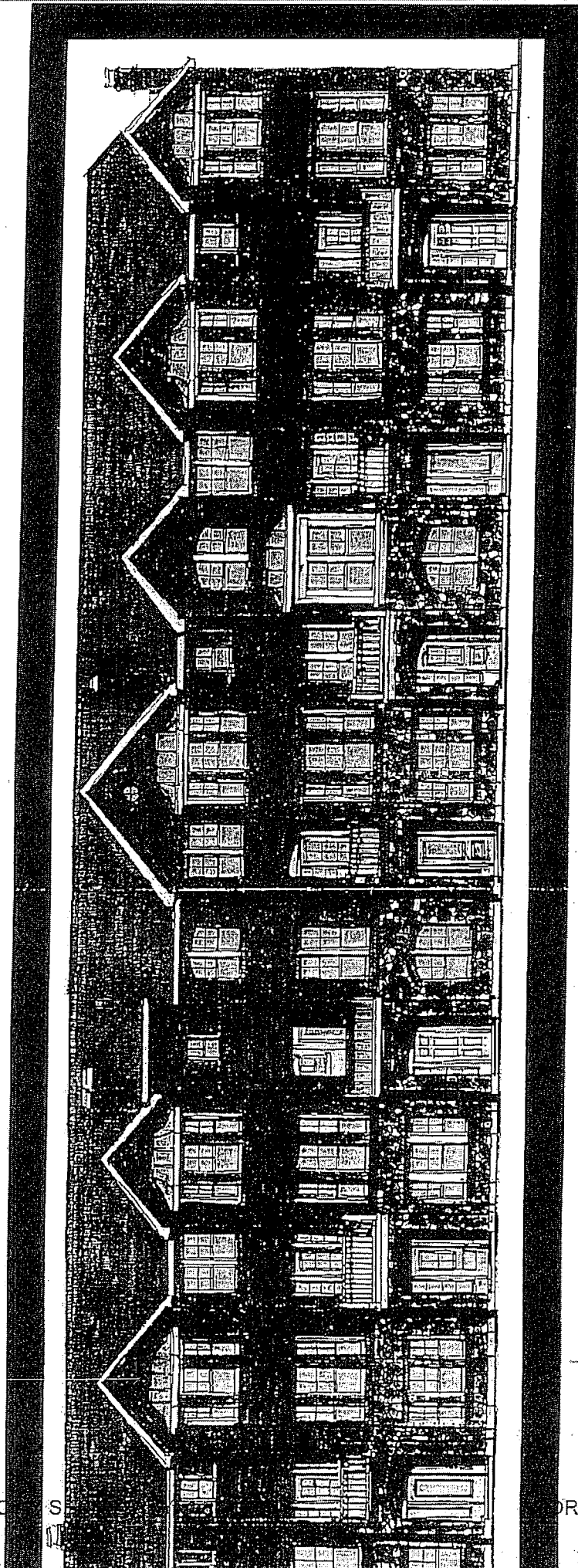


HUMPHREYS & PARTNERS ARCHITECTS, P.C.

A-502

All elevations to be at least
70% brick or stone on all sides

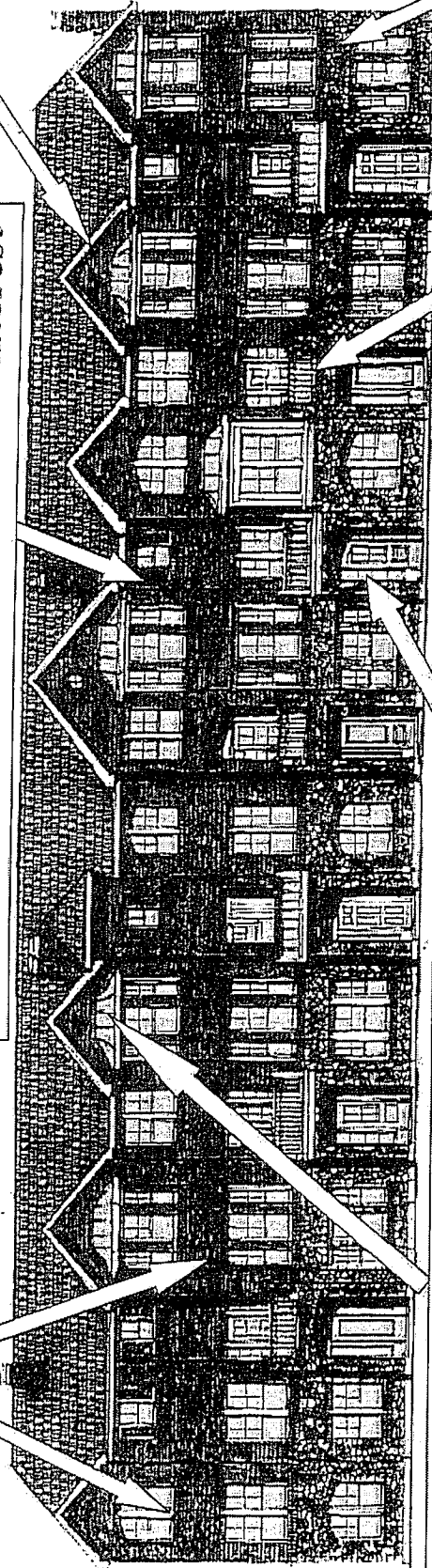
HUMPHREYS & PARTNERS ARCHITECTS, P.C.
5137 HUNTER STREET, SUITE 200, DALLAS, TEXAS 75205-3229
TEL: 214-760-1100 FAX: 214-760-1101
WWW.HUMPHREYS-PA.COM
DALLAS • CHICAGO • DALLAS • LOS ANGELES
NEW ORLEANS • PHOENIX • SAN ANTONIO
SAN FRANCISCO • SEATTLE • TAMPA • WASHINGTON, D.C.



Added overhangs for warranty issues & to add shadow line

Brick Detail

Add shutters for texture & color interest

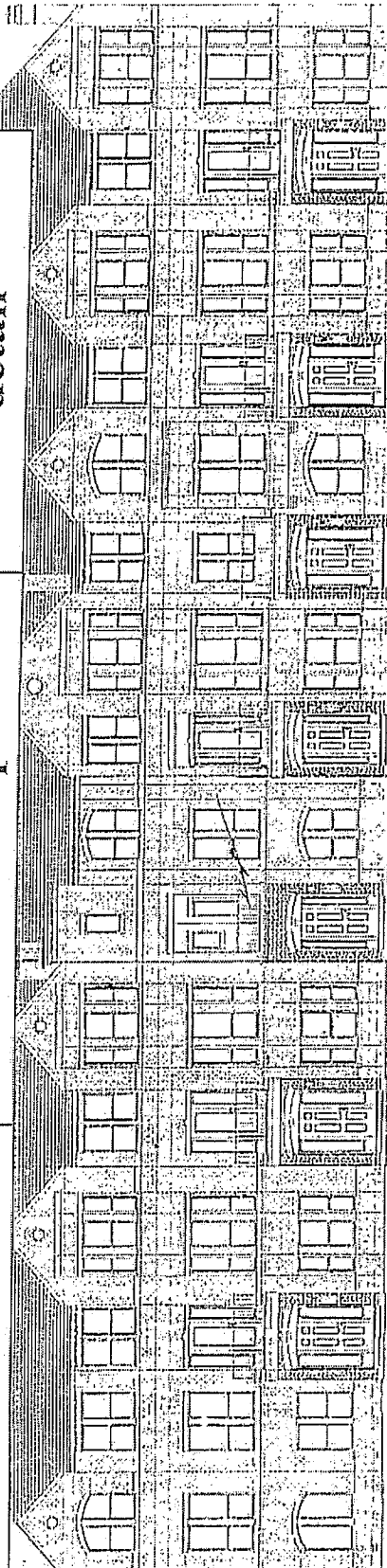


Deleted all flat roofs, replaced with metal seam roofs

Revised entries to add variety to individual units-doors & porches

Revised wrought iron to add more detail

Stone Accent



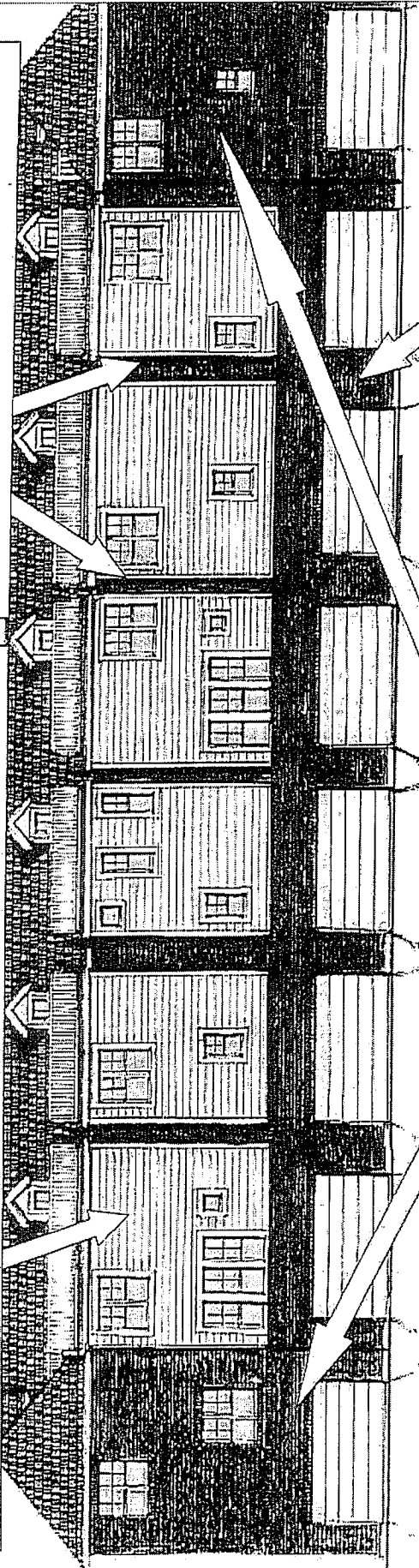
EXISTING ELEVATION

RESIDENCES of Abigail

DAVID WEEKLEY HOMES

James Hardie™ Siding 50 year Warranty

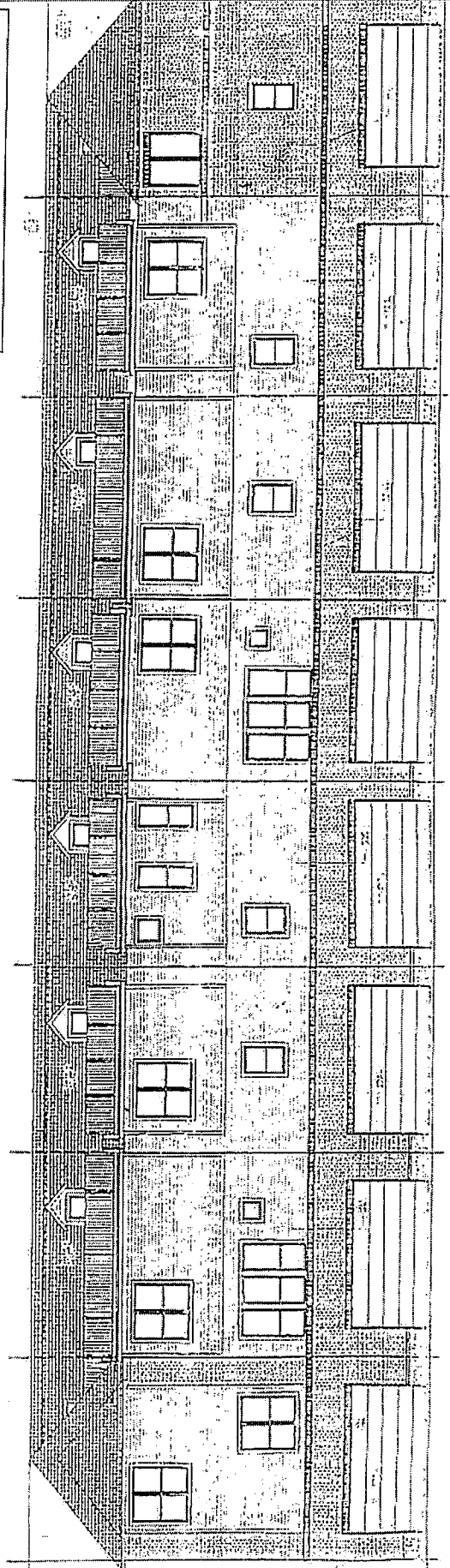
Brick Columns



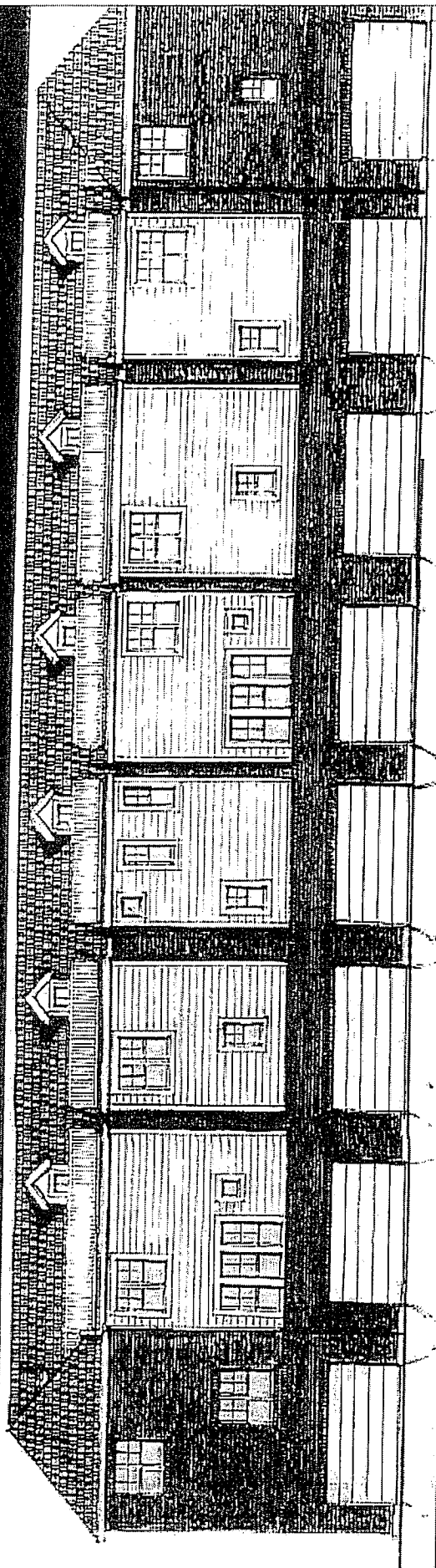
PROPOSED REAR ELEVATION

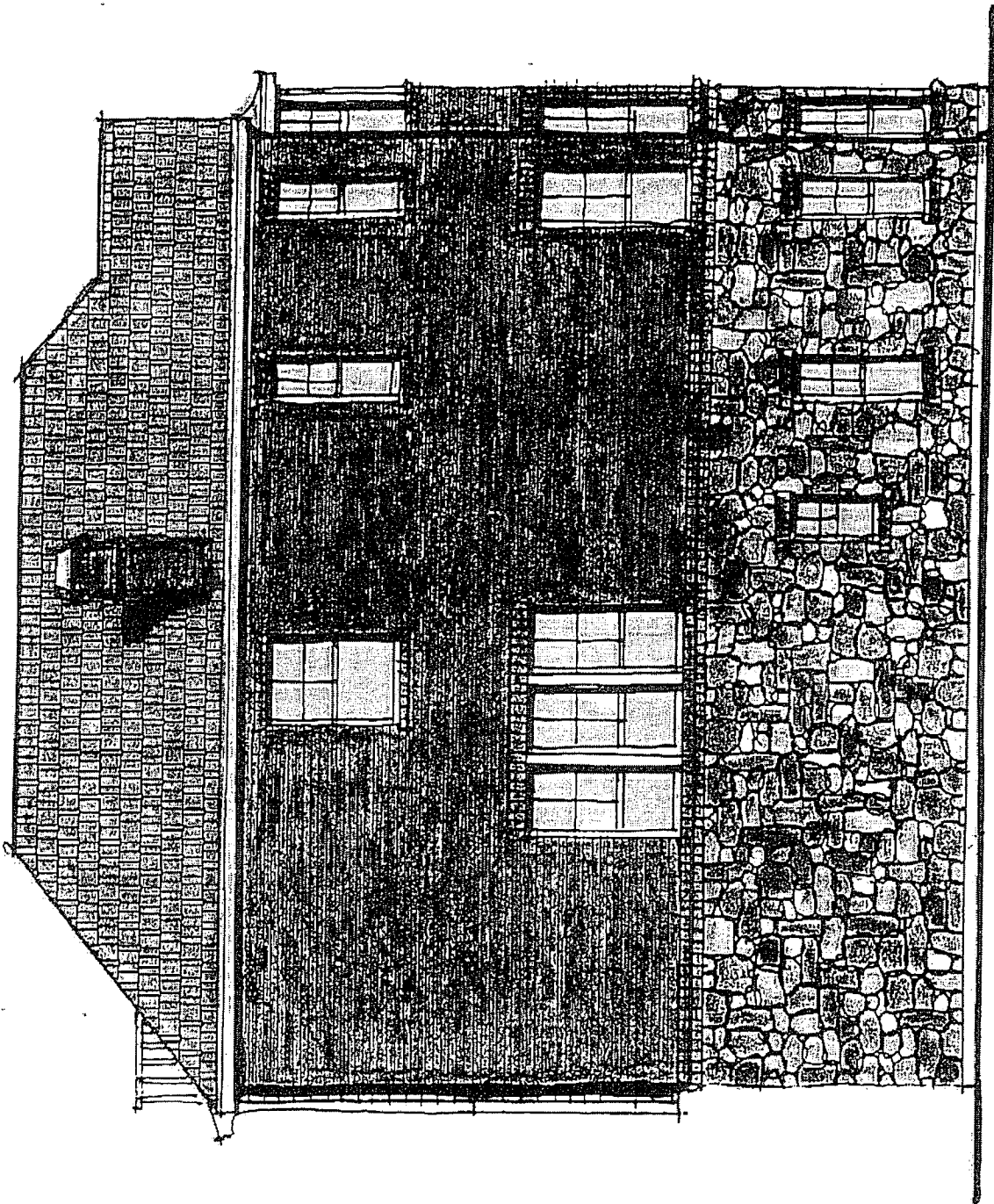
Full Brick on
End Units

1st Floor 100%
Brick



EXISTING REAR ELEVATION



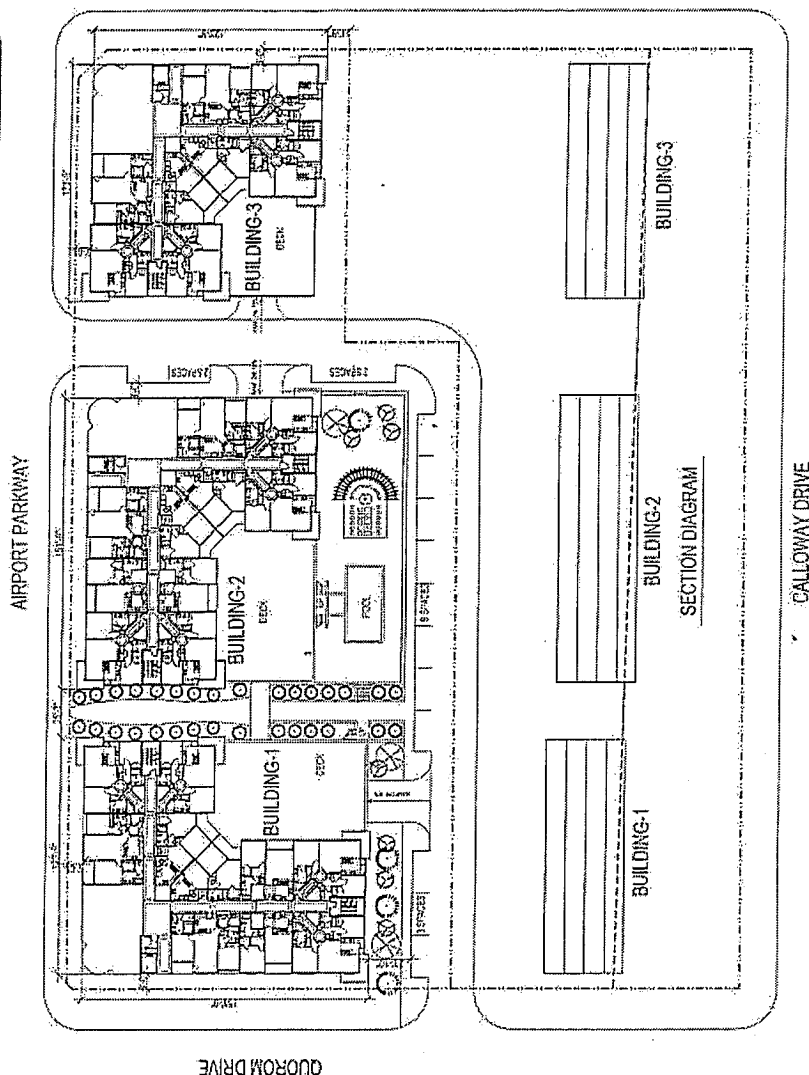


SIDE ELEVATION



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MERIDIAN SQUARE
SAVANNAH DEVELOPERS

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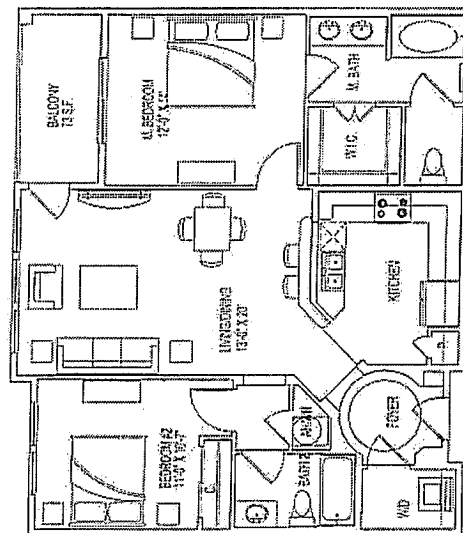
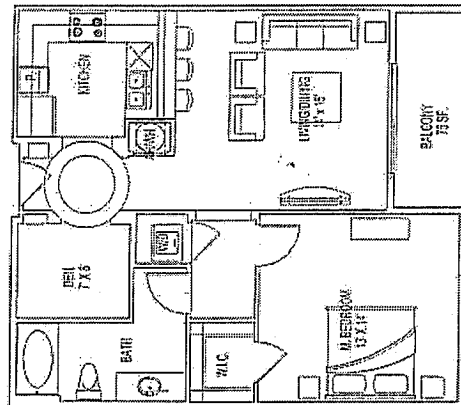
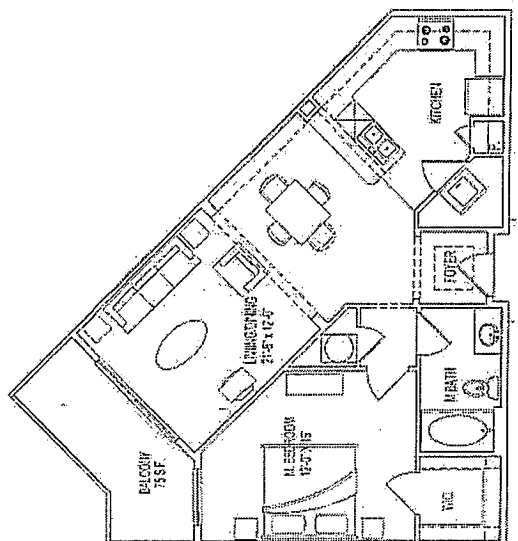
THE AREA IN WHICH YOU LIVE MAY BE A SOURCE FOR A FEW MORE
 CANDIDATES FROM THE LOCAL POLICE AND
 IT DOES NOT INCLUDE PARTS, PERSONS, AND PLACES IN THE

SITE AREA: 2.07 ACRES
TOTAL UNITS: 90
DENSITY: 44 UNITS PER ACRE
PARKING PROVIDED:
SURFACE PARKING: 15 SPACES
GARAGE PARKING: 132 SPACES
TOTAL PARKING: 147 SPACES
(1.63 SPACES PER UNIT)

CONCEPTUAL SITE PLAN

SCALE: 1" = 30'-0"





• MERIDIAN SQUARE
SAVANNAH DEVELOPERS

7-25-2008

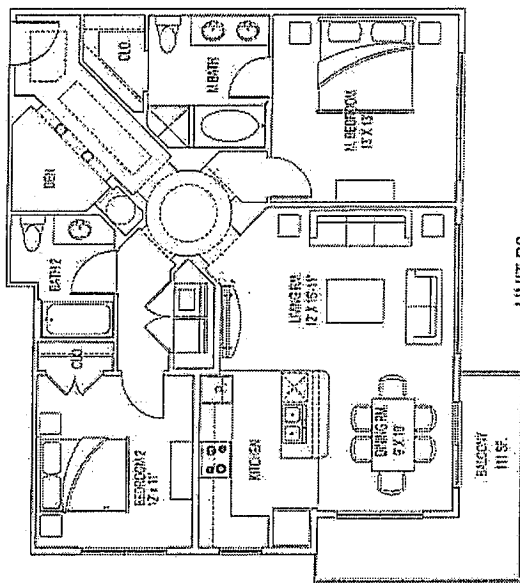
HPA # 2008327



A-301

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NEW ORLEANS - PORTLAND - SAN ANTONIO
WWW.HUMPHREYS.COM

[illegible]



UNIT B2
1154 N.S.F.

MERIDIAN SQUARE
SAVANNAH DEVELOPERS
HOUSTON, TEXAS

7-25-2003 HPA # 2003327

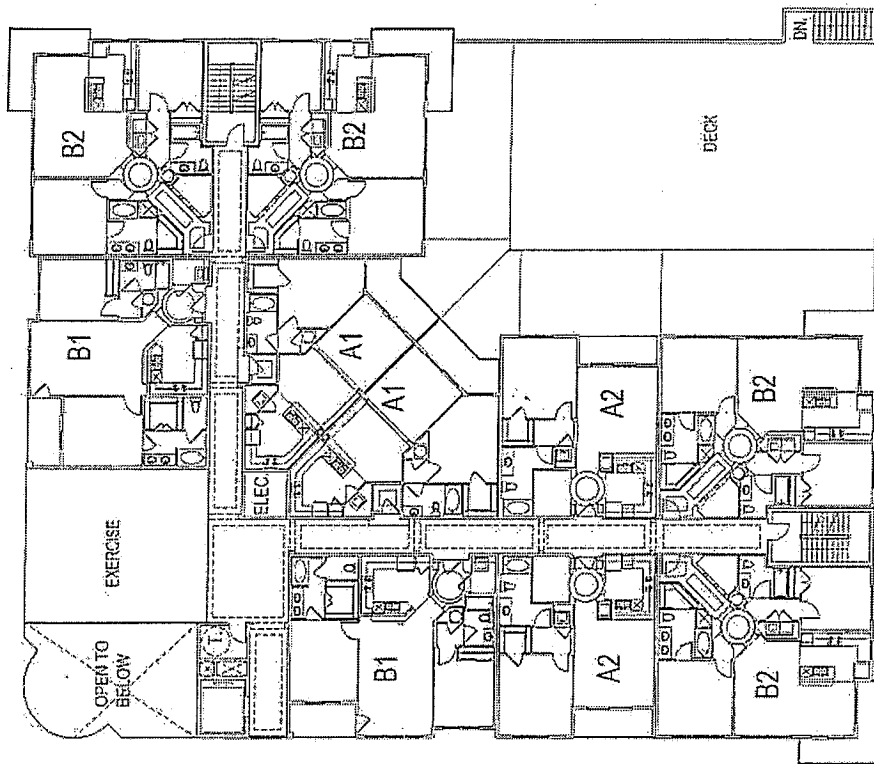


HUMPHREYS & PARTNERS ARCHITECTS, LP

A-302

HUMPHREYS & PARTNERS ARCHITECTS, LP
1337 ALBANY, HOUSTON, TEXAS 77002
713/771-7111 FAX: 713/771-7112
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HUMPHREYS & PARTNERS ARCHITECTS, LP
1337 ALBANY, HOUSTON, TEXAS 77002
713/771-7111 FAX: 713/771-7112



BUILDING-1

2ND FLOOR

MERIDIAN SQUARE
SAVANNAH DEVELOPERS

ACCOBSON TEXAS

7-25-2008

HPA # 2008337

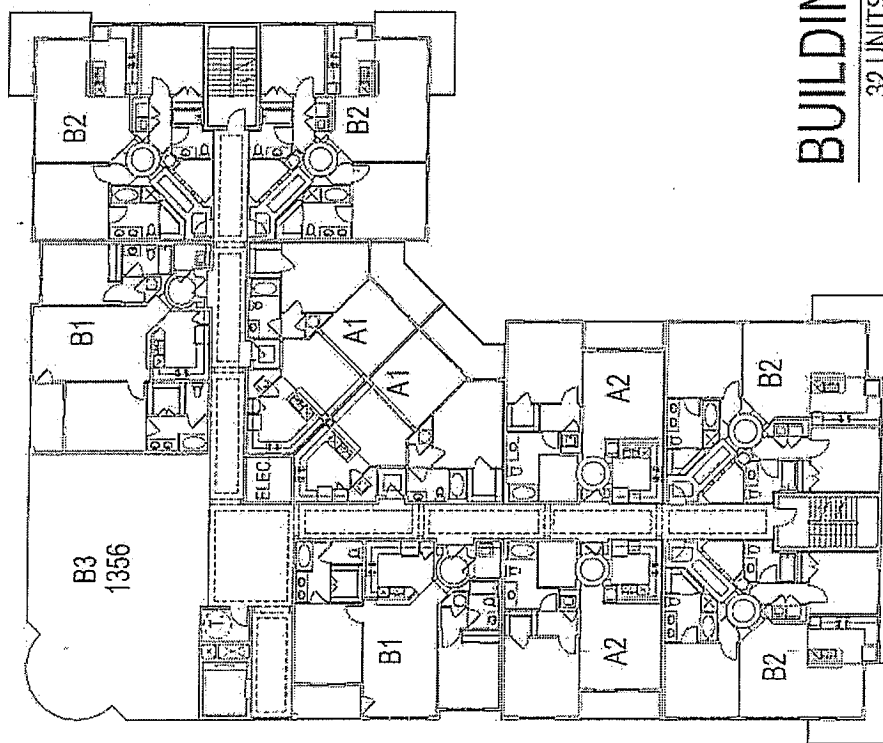


HUMPHREYS & PARTNERS ARCHITECTS, L.P.

A-402

HUMPHREYS & PARTNERS ARCHITECTS, L.P.
5357 HILLVIEW, SUITE 200, DALLAS, TEXAS 75245
TEL: 214.731.1300 • FAX: 214.731.1301
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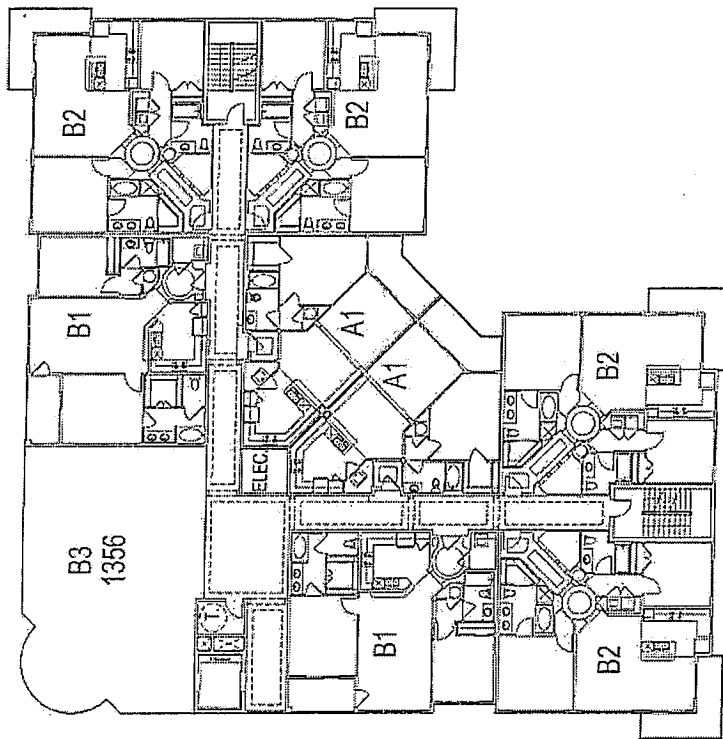
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BUILDING-1

32 UNITS

3-STORY ON TOP OF PODIUM



BUILDING-3

26 UNITS

3-STORY ON TOP OF PODIUM

MERIDIAN SQUARE
SAVANNAH DEVELOPERS
ADDISON, TEXAS

7-25-2008

HPA # 2006327



HUMPHREYS & PARTNERS ARCHITECTS L.P.

A-403

HUMPHREYS & PARTNERS ARCHITECTS L.P.
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E-MAIL: INFO@HUMPHREYS-PA.COM

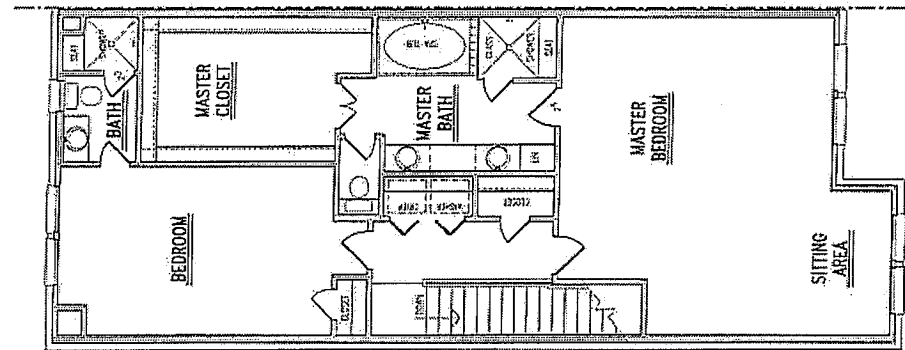
David Weekley Homes
 Date: _____
 Rev: _____
 Scale: 1/8" = 1'-0"
 The measurements, dimensions, and other data shown on this document are for informational purposes only. The actual construction may vary. This document may not be relied on as a representation of what the completed structure will look like.

David Weekley Homes
 Date: _____
 Rev: _____
 Scale: 1/8" = 1'-0"

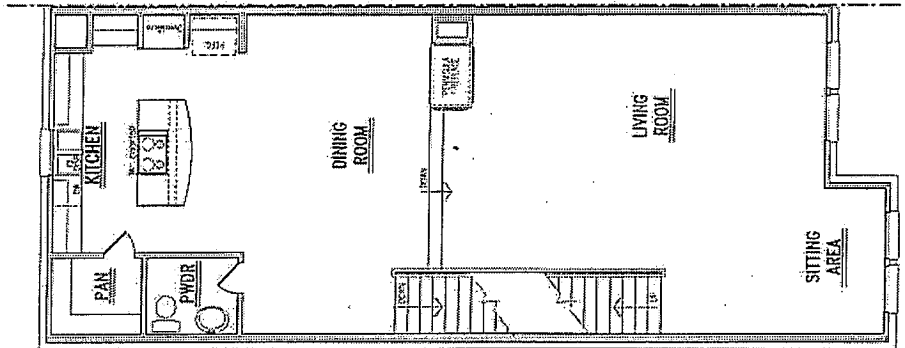
Job No.: _____
 Plot: _____
 Block: _____
 Lot: _____

ADDISON CIRCLE

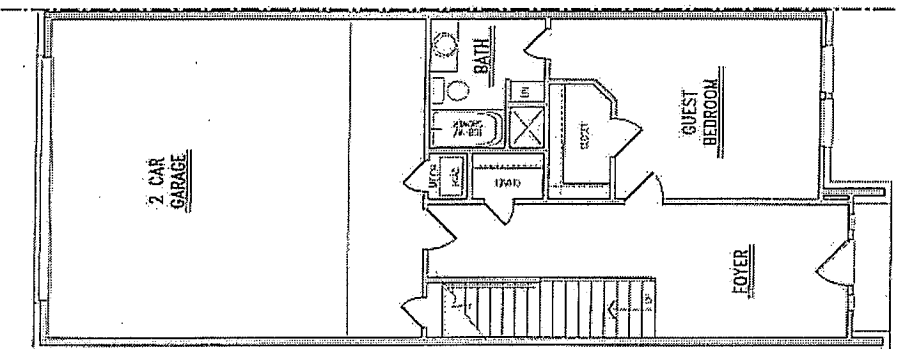
PLN-1



THIRD FLOOR PLAN- UNIT A
 UNIT WIDTH = 22'-0"



SECOND FLOOR PLAN- UNIT A
 UNIT WIDTH = 22'-0"



FIRST FLOOR PLAN- UNIT A
 UNIT WIDTH = 22'-0"

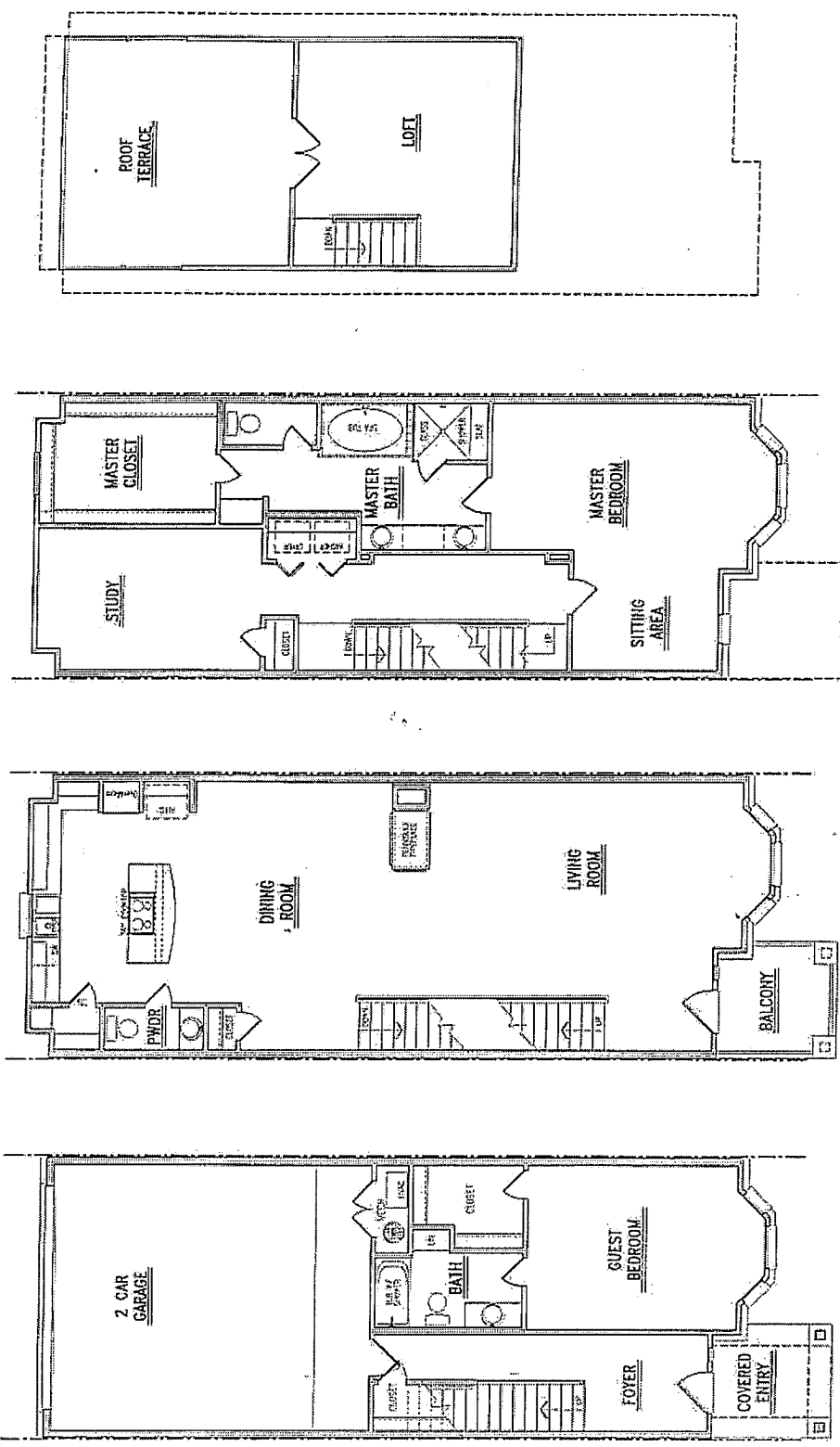
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 specifications shown on this document
 are for informational purposes only.
 The actual construction and finish
 of the structure may vary. This document may
 not be relied on as a representation of
 the actual construction and finish of the
 structure. The construction and finish of the
 structure shall be in accordance with the
 applicable building codes and all other
 applicable laws and regulations.

Date: _____
 Scale: 1/8" = 1'-0"
 David Weekley Homes

Job No.: _____
 Bk.: _____
 Ltr.: _____

ADDISON CIRCLE

PLN-2



FOURTH FLOOR LOFT - UNIT B
 UNIT WIDTH = 29'-0"

THIRD FLOOR PLAN - UNIT B
 UNIT WIDTH = 29'-0"

SECOND FLOOR PLAN - UNIT B
 UNIT WIDTH = 29'-0"

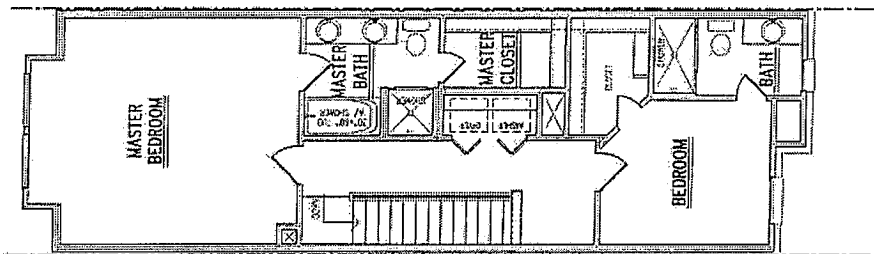
FIRST FLOOR PLAN - UNIT B
 UNIT WIDTH = 29'-0"

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 This is a preliminary drawing. It is not to be used for construction without the approval of the architect. The architect is not responsible for the accuracy of the information contained herein. The architect is not responsible for the accuracy of the information contained herein. The architect is not responsible for the accuracy of the information contained herein.

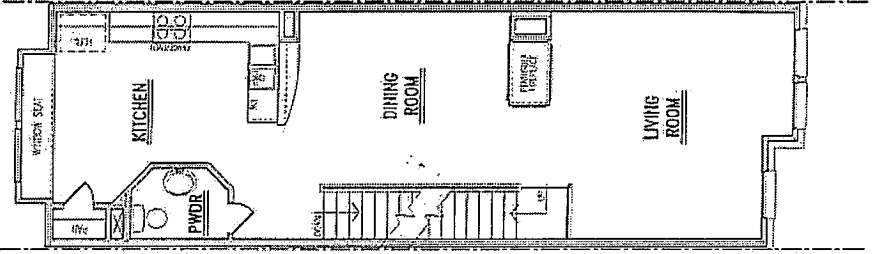
David Weekly Homes
 Scale: 1/8" = 1'-0"
 Date: _____
 Rev: _____

ADDISON CIRCLE
 Proj. No.: _____
 Job No.: _____
 Unit: _____
 Bldg: _____
 Suite: _____

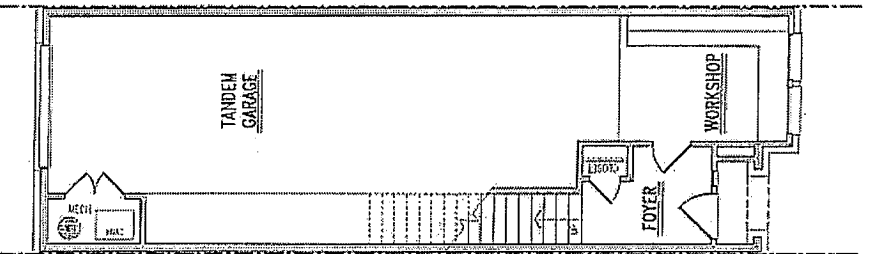
PLN-3



THIRD FLOOR PLAN- UNIT C
 UNIT MEAS = 16'-0"



SECOND FLOOR PLAN- UNIT C
 UNIT MEAS = 16'-0"



FIRST FLOOR PLAN- UNIT C
 UNIT MEAS = 16'-0"

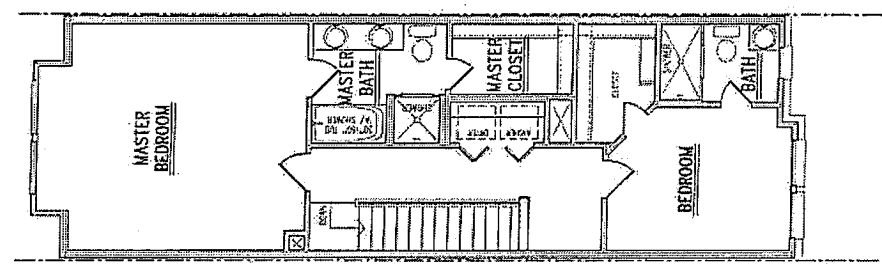
David Weekly Homes, L.P. 3384
 The measurements, dimensions, and other
 specifications shown on this document
 are for informational purposes only and
 should not be used for construction.
 The actual construction of the finished
 structure may vary. This document may
 not be relied on as a representation of
 what the completed structure will look like.

David Weekly Homes
 Scale: 1/8" = 1'-0"
 Date: _____
 Drawn by: _____
 Checked by: _____

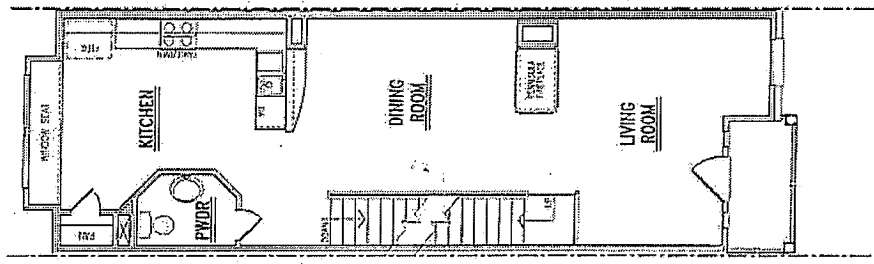
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 Proj. No.: _____
 Sec#: _____
 Blk: _____
 Lot: _____

ADDISON CIRCLE

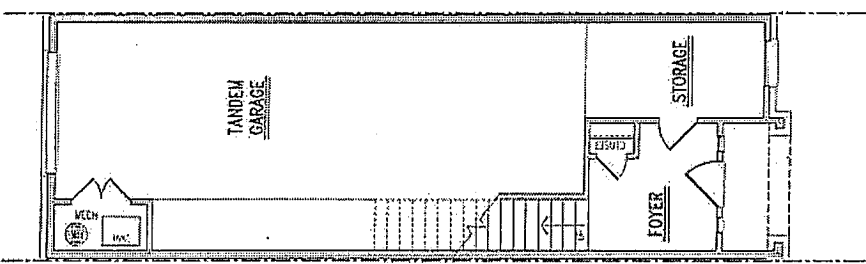
PLN-4



THIRD FLOOR PLAN- UNIT C
 UNIT ROOM = 15'-0"



SECOND FLOOR PLAN- UNIT C
 UNIT ROOM = 15'-0"



FIRST FLOOR PLAN- UNIT C
 UNIT ROOM = 15'-0"

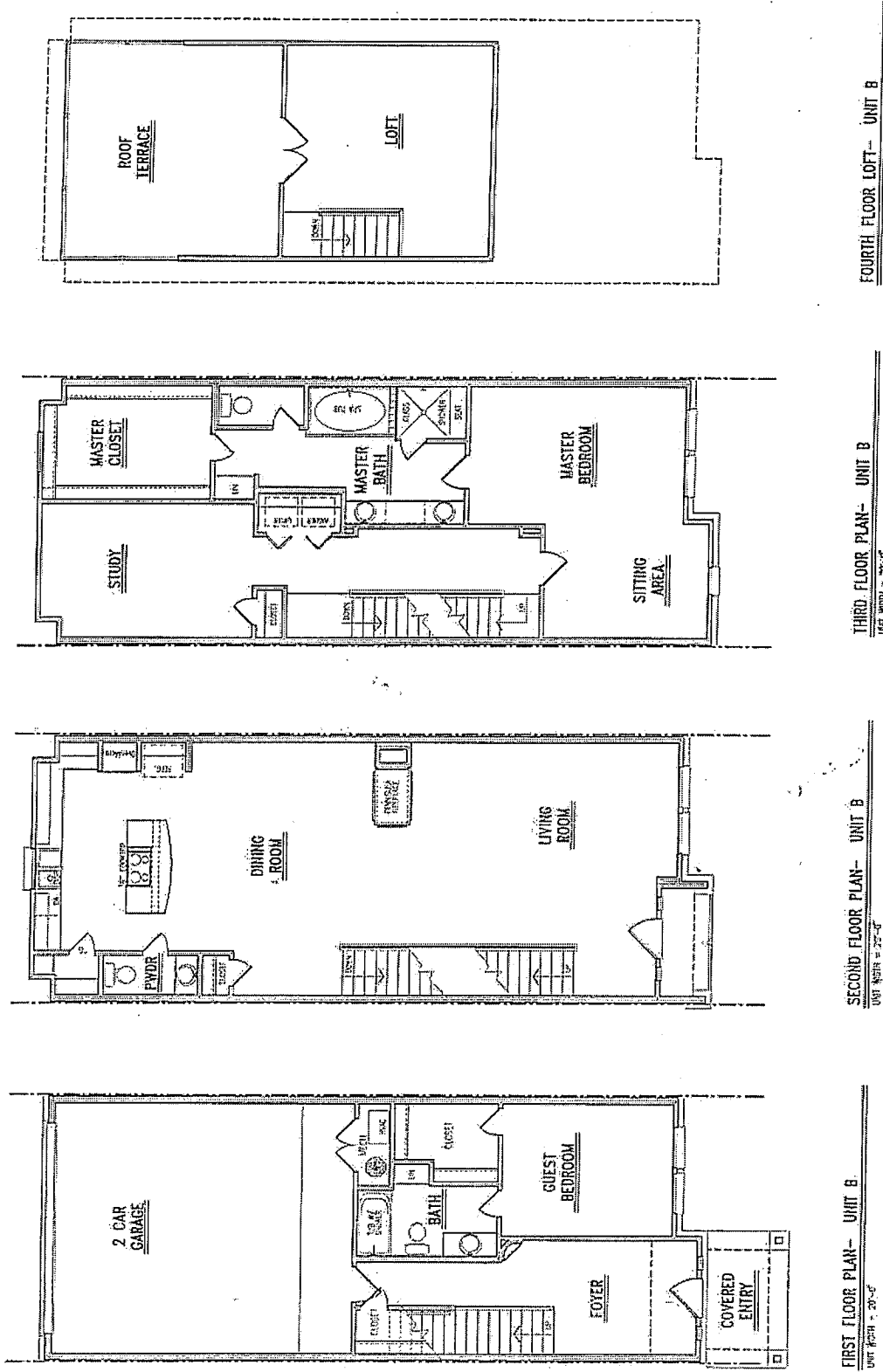
© Kiley Hines L.P. 2005
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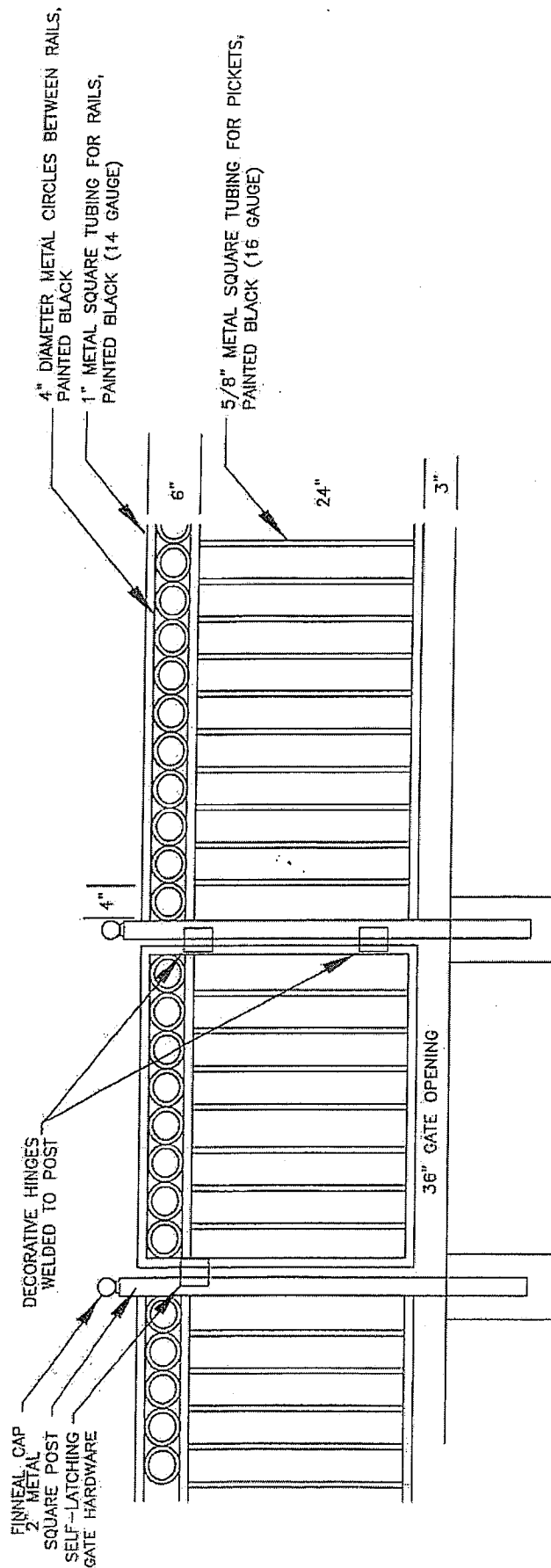
David Weekly Homes
 Scale: 1/8" = 1'-0"
 Date: _____
 Rev: _____

Job No.: _____
 Blk: _____
 Lot: _____
 Sub: _____

ADDISON CIRCLE

PLN-5





TYPICAL FRONT YARD FENCE SECTION
FOR REAR-ENTRY TOWNHOME UNITS
ALONG, QUORUM, CALLOWAY or SPECTRUM
N.T.S.

June 29, 2009

Dallas Division

6652 Pinecrest Drive
Suite 300
Plano, TX 75024

972-244-2000 Office
972-244-2072 Fax

www.ryland.com

Carmen Moran
Director of Planning
Town of Addison
16801 Westgrove Drive
Addison, Texas 75001-9010

Re: Meridian Square Townhomes
Addison, Texas

Dear Carmen:

On behalf of Ryland Homes, I am pleased to submit our proposed elevations and floor plans for the Meridian Square project for your review and consideration. Per our meeting at our Carrollton project, we have revised our rendered elevations to reflect a consistent brick and stone façade. In addition, it is our intention to also to make following material changes to the townhome product you saw in Carrollton, in order to meet our perception of the expectations of the Addison Circle buyer and the Town of Addison:

- a. 1-2 additional floor plans with increased square footage
- b. Larger and additional balconies across the front facade
- c. Building material changes to the existing balcony
- d. Roofing material shall be the same approved for Weekley Homes

We would like to thank you for taking time to visit our Carrollton project. If you have any questions, comments, or concerns please do not hesitate to contact us so we may discuss them. We look forward to working with you and we are available to meet if necessary at your convenience.

Respectfully,

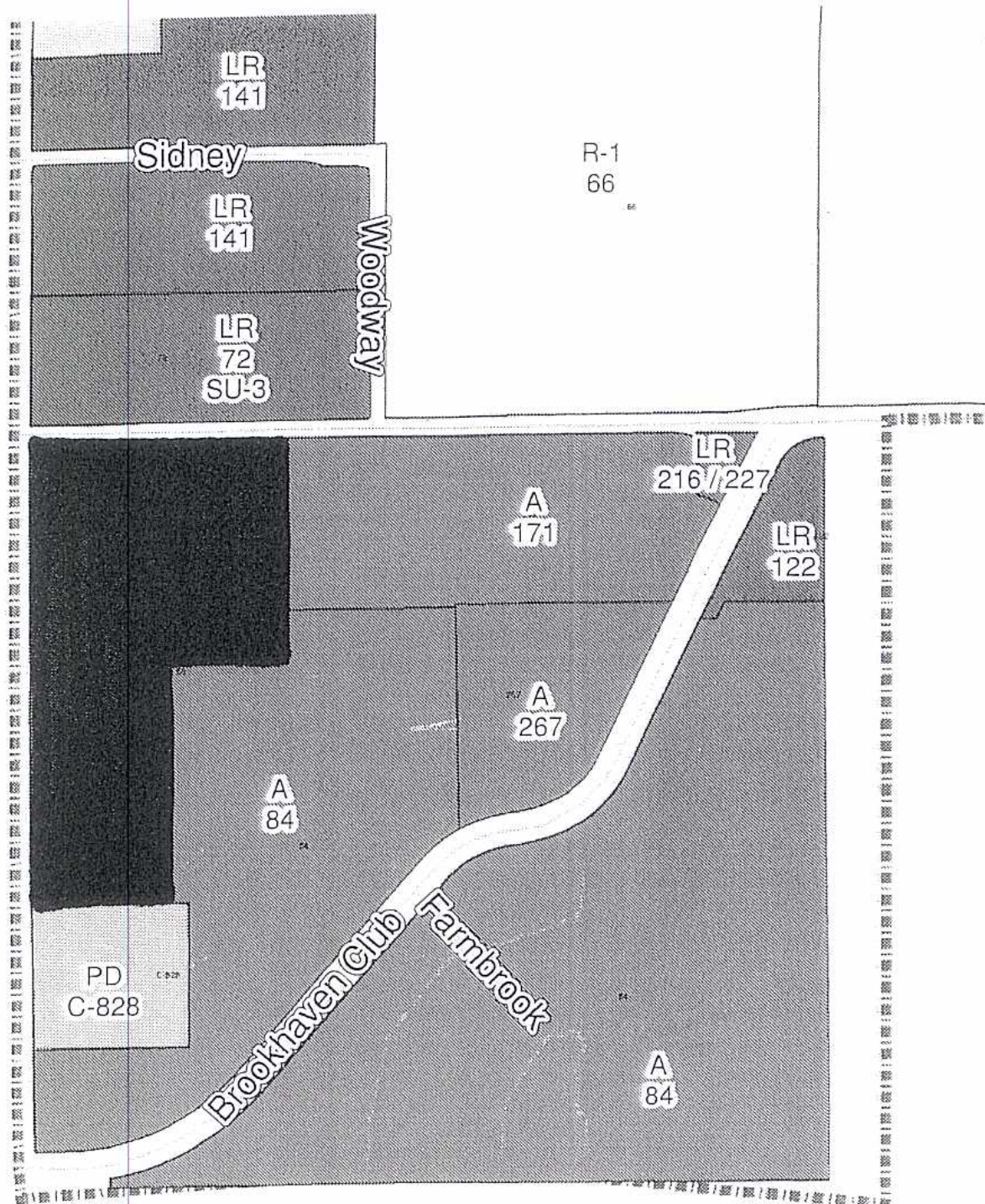


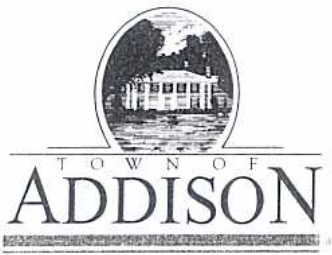
Frederick S. Phillips
Vice President, Land Acquisition and Development

Cc: Savannah Homes
Dowdey, Anderson

1582-SUP

PUBLIC HEARING Case 1582-SUP/Chase's Place. Requesting approval of an ordinance amending an existing Special Use Permit for a day care facility in a LR – Local Retail District, located at 14210 Marsh Lane, on application from Chase's Place, Inc., represented by Ms. Elizabeth Goodson.





DEVELOPMENT SERVICES

(972) 450-2880 Fax: (972) 450-2837

16801 Westgrove

Post Office Box 9010 Addison, Texas 75001-9010

July 16, 2009

STAFF REPORT

RE: Case 1582-SUP/Chase's Place

LOCATION: 14210 Marsh Lane, in the
Brookhaven Village Shopping Center

REQUEST: Approval of an amendment to an
existing Special Use Permit
for a day-care center in a Local Retail
District

APPLICANT: Chase's Place, represented by Ms.
Elizabeth Goodson

DISCUSSION:

Background. In 2003, Steve Folsom applied for a Special Use Permit to open Chase's Place, a day care facility for special needs children. The facility was named after Mr. Folsom's son, Chase, and has been operating in this location since 2003. At this point, Ms. Goodson, the Director of Chase's Place, would like to expand the center by taking in the adjacent lease space, addressed at 14214 Marsh Lane. In Addison, a day-care center or day nursery for four or more children requires a Special Use Permit, and if the center or day nursery is expanded, the Special Use Permit must be amended.

Proposed Plan. The applicant will take in the 1,200 square-foot space at 14214 Marsh Lane and will use it to expand the existing facilities of a motor lab, classroom, a therapy room, and a cafeteria/art room with a supporting kitchen. The existing restrooms in the original space will accommodate the expansion. There will not be any changes made to the existing glass store-front on the lease space.

Licensing for Day-Care Centers. Day-Care Centers are licensed, inspected, and regulated by the State of Texas. The city does not have any additional licensing requirements. Our Environmental Services Department inspects only the food service operations inside a Day-Care Center. However, we do require that prior to the issuance of a Certificate of Occupancy, the applicant furnish the staff proof of his state day-care license.

Landscaping. The landscaping on this shopping center has been in place for several years and has been satisfactorily maintained. The Parks Department will require that all landscaping on the site that is dead or missing be replaced, and that the site be weeded and cleaned.

Parking. Since the building was a retail space with a 1/200 parking ratio, the site has adequate parking for a day-care use.

Traffic concerns. In considering a proposed location for a day-care center, the staff looks at the effects of the traffic generated by a day-care center on the adjacent streets. This is a very small day care facility, and will probably not care for more than 10 to 15 children at any one time. In addition, the children are not dropped off. The parents must park and escort the children into and out of the facility. The existing Chase's Place has been in operation in this center since 2003, and the staff has not experienced any problems with traffic or parking.

Building Code. The Building Official would like to make the applicant aware that an E-3 (school occupancy for small children) has more stringent building code requirements than a normal retail occupancy. The applicant may have to provide additional exits and fire code protections.

RECOMMENDATION:

Staff feels that the expansion of the existing day-care center is an excellent use for this lease space. The staff recommends approval of this request subject to no conditions.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'C Moran', with a stylized flourish at the end.

Carmen Moran
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on July 29, 2009, voted to recommend approval of the request on application for an amendment to an existing Special Use Permit for a day-care facility, on application from Chase's Place, subject to no conditions.

Voting Aye: Doherty, Gaines, Hewitt, Resnik, Wood

Voting Nay: None

Absent: DeFrancisco, Wheeler

PROPERTY DATA

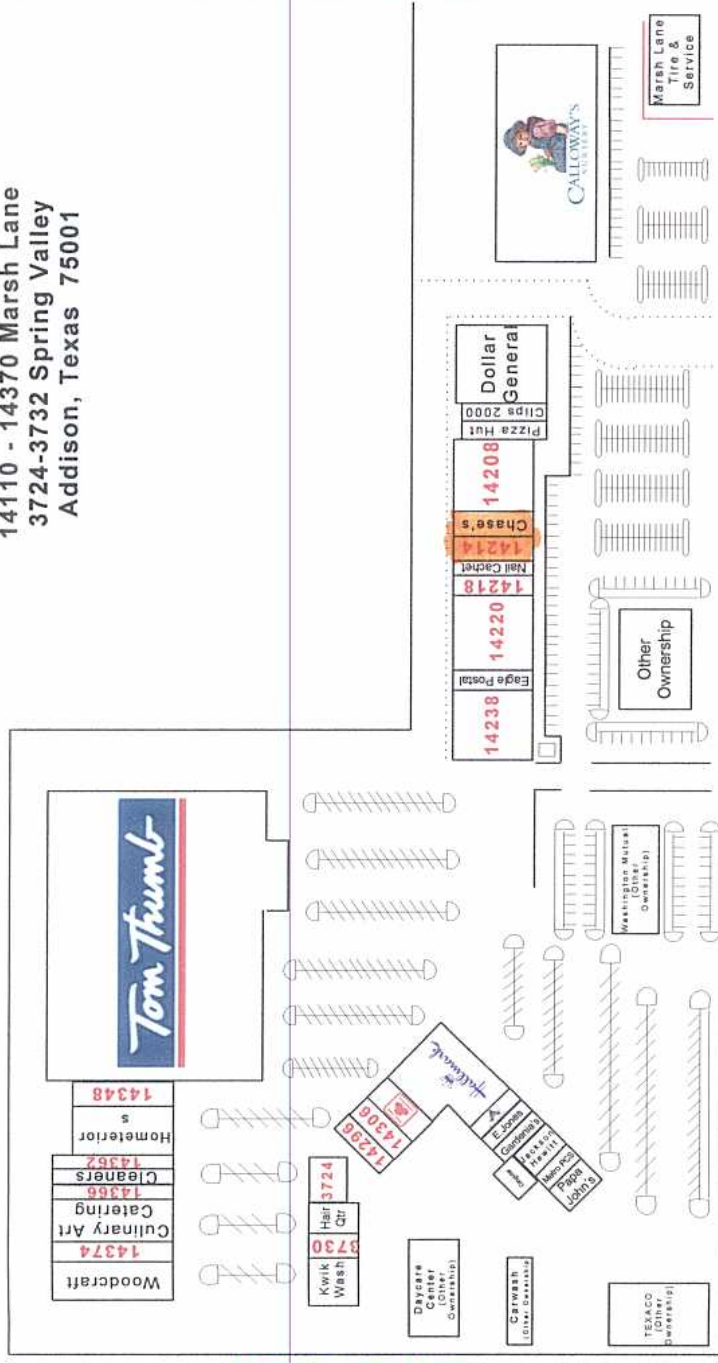
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| 3730 | AVAILABLE | 1,250 SQ. FT. | 25X50 |
| 3732 | KWIK WASH LAUNDRIES | 2,500 SQ. FT. | 50X50 |
| 14110 | MARSH LANE TIRE & SERVICE | 4,565 SQ. FT. | Irregular |
| 14120 | CALLOWAY'S NURSERY | 22,000 SQ. FT. | 100X200 |
| 14150 | DOLLAR GENERAL | 7,200 SQ. FT. | 80X90 |
| 14152 | PIZZA HUT | 1,600 SQ. FT. | 20X80 |
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| 14238 | AVAILABLE | 5,600 SQ. FT. | 70X80 |
| 14280 | TOM THUMB PAGE | 62,639 SQ. FT. | Irregular |
| 14296 | AVAILABLE | 1,000 SQ. FT. | 20X50 |
| 14306 | AVAILABLE | 1,250 SQ. FT. | 25X50 |
| 14308 | STATE FARM | 1,250 SQ. FT. | 25X50 |
| 14312 | HALLMARK | 6,050 SQ. FT. | Irregular |
| 14320 | ACE CASH EXPRESS | 900 SQ. FT. | 15X60 |
| 14322 | EDWARD JONES | 900 SQ. FT. | 15X60 |
| 14324 | GARDENIA'S UNISEX SALON | 900 SQ. FT. | 15X60 |
| 14326 | JACKSON HEWITT TAX SVC | 900 SQ. FT. | 15X60 |
| 14328A | METRO PCS | 900 SQ. FT. | 15X60 |
| 14328 | CINGULAR TOWER | 240 SQ. FT. | 12X20 |
| 14330 | PAPA JOHN'S PIZZA | 1,200 SQ. FT. | 30X40 |
| 14348 | AVAILABLE | 2,557 SQ. FT. | 25X100 |
| 14350 | HOMETERIORS | 5,000 SQ. FT. | 50X100 |
| 14362 | AVAILABLE | 2,975 SQ. FT. | Irregular |
| 14364 | \$1.59 CITY CLEANERS | 1,800 SQ. FT. | 15X120 |
| 14366 | AVAILABLE | 1,800 SQ. FT. | 15X120 |
| 14370 | CULINARY ART CATERING | 2,975 SQ. FT. | |
| 14374 | AVAILABLE | 3,000 SQ. FT. | 25X120 |
| 14380 | WOODCRAFT | 6,600 SQ. FT. | 55X120 |

| TABULATIONS | | |
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| Total Land Area = | 17.894 Acres = | 779,402.84 SF |
| Total Building Area | = | 173,720 SF |
| Total Parking Indicated | = | 950 Spaces |

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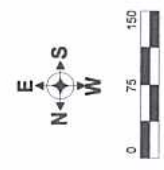
BROOKHAVEN VILLAGE SHOPPING CENTER

14110 - 14370 Marsh Lane
3724-3732 Spring Valley
Addison, Texas 75001



MARSH LANE

LEASING AGENT:
JOE SWEDLUND
JOHN WEST
PROPERTY MANAGER:
LESLIE HICKS
TRIPLE NETS: \$4.12



SABRE REALTY MANAGEMENT, INC.
PH 972-931-7400 FAX 972-250-1863

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| 3730 | AVAILABLE | 1,250 SQ. FT. | 25X50 |
| 3732 | KWIK WASH LAUNDRIES | 2,500 SQ. FT. | 50X50 |
| 14110 | MARSH LANE TIRE & SERVICE | 4,565 SQ. FT. | Irregular |
| 14120 | CALLOWAY'S NURSERY | 22,000 SQ. FT. | 100X200 |
| 14150 | DOLLAR GENERAL | 7,200 SQ. FT. | 80X90 |
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| 14326 | JACKSON HEWITT TAX SVC | 900 SQ. FT. | 15X60 |
| 14328A | METRO PCS | 900 SQ. FT. | 15X60 |
| 14328 | CINGULAR TOWER | 240 SQ. FT. | 12X20 |
| 14330 | PAPA JOHN'S PIZZA | 1,200 SQ. FT. | 30X40 |
| 14348 | AVAILABLE | 2,557 SQ. FT. | 25X100 |
| 14350 | HOMETERIORS | 5,000 SQ. FT. | 50X100 |
| 14362 | AVAILABLE | 2,975 SQ. FT. | Irregular |
| 14364 | \$1.69 CITY CLEANERS | 1,800 SQ. FT. | 15X120 |
| 14366 | AVAILABLE | 1,800 SQ. FT. | 15X120 |
| 14370 | CULINARY ART CATERING | 2,975 SQ. FT. | FT. |
| 14374 | AVAILABLE | 3,000 SQ. FT. | 25X120 |
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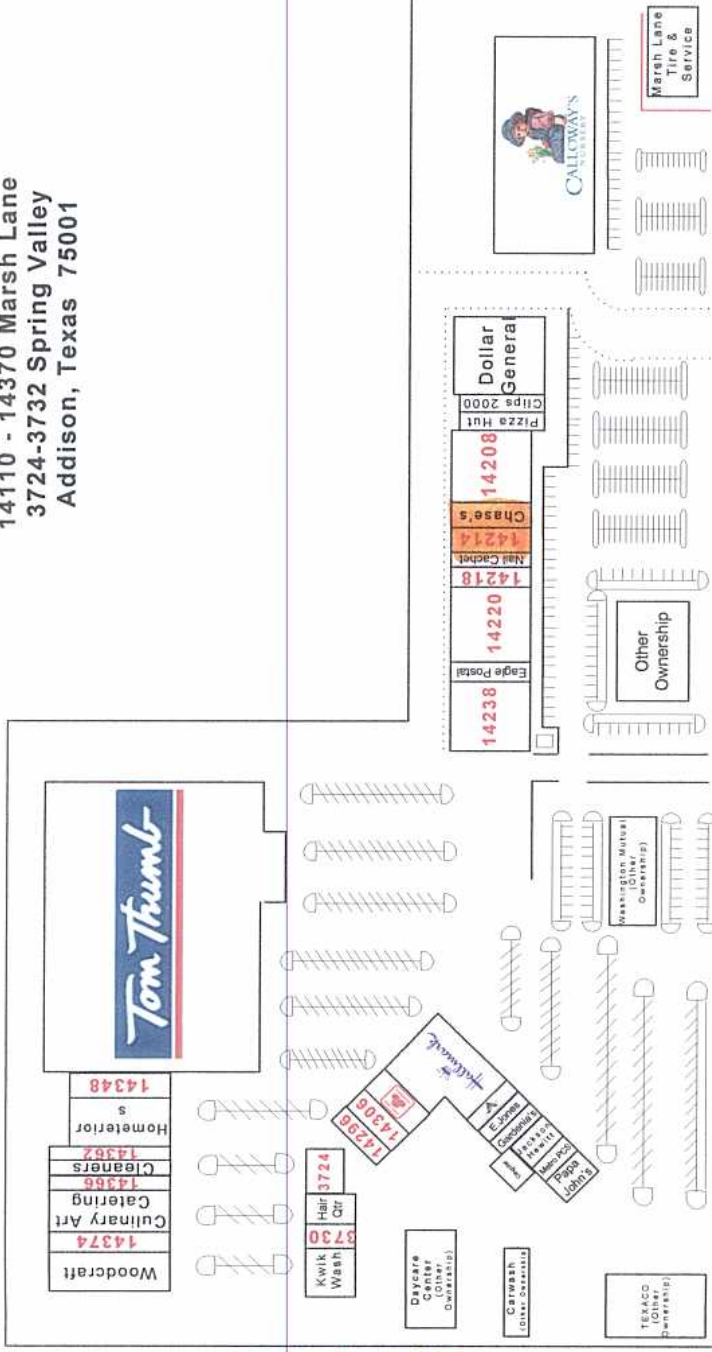
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BROOKHAVEN VILLAGE SHOPPING CENTER

14110 - 14370 Marsh Lane
3724-3732 Spring Valley
Addison, Texas 75001



MARSH LANE

LEASING AGENT: JOE SWEDLUND
JOHN WEST
PROPERTY MANAGER: LESLIE HICKS
TRIPLE NETS: \$4.12

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| 14348 | AVAILABLE | 2,557 SQ. FT. | 25X100 |
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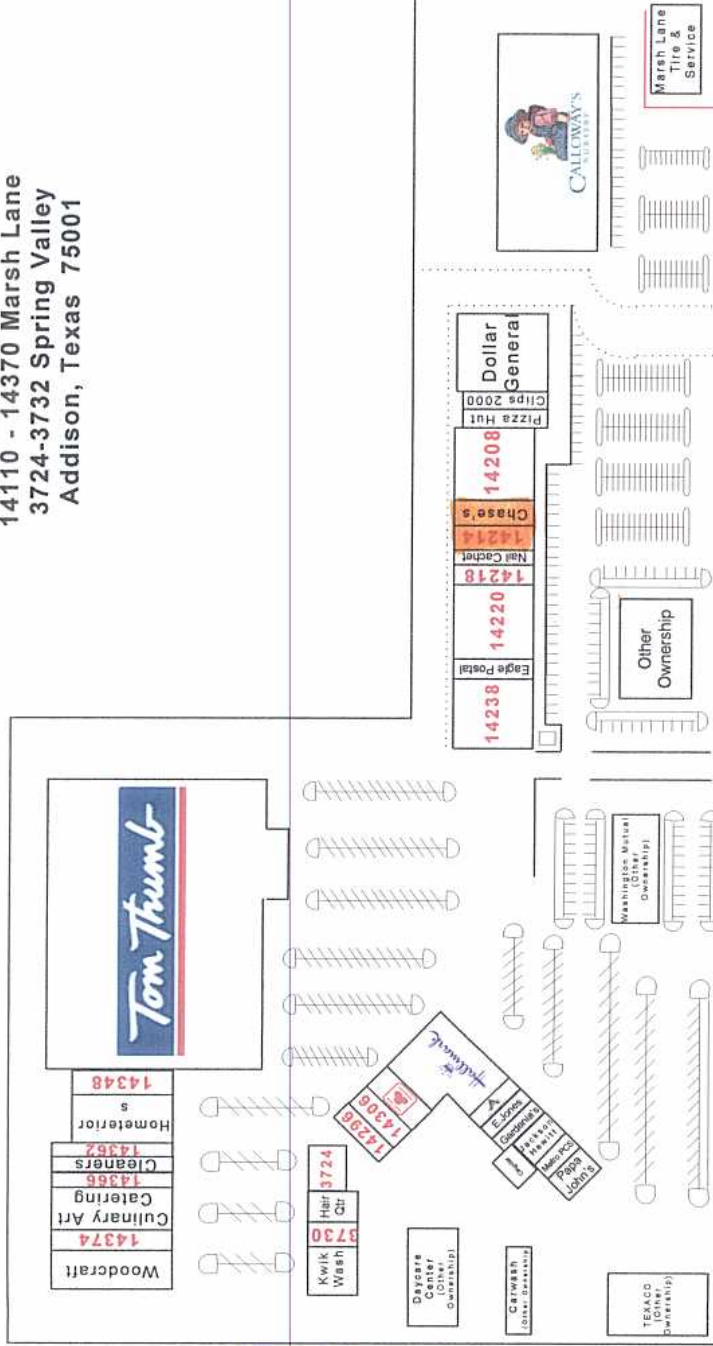
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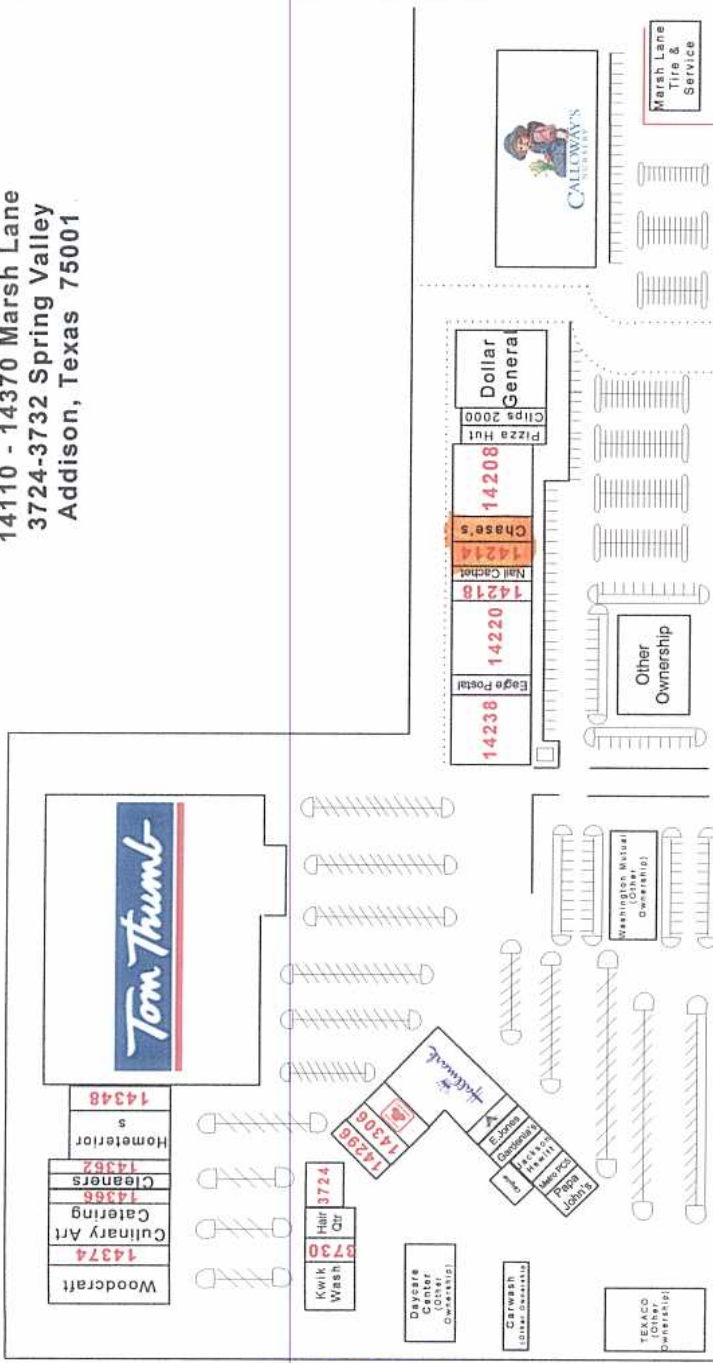
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06/25/09

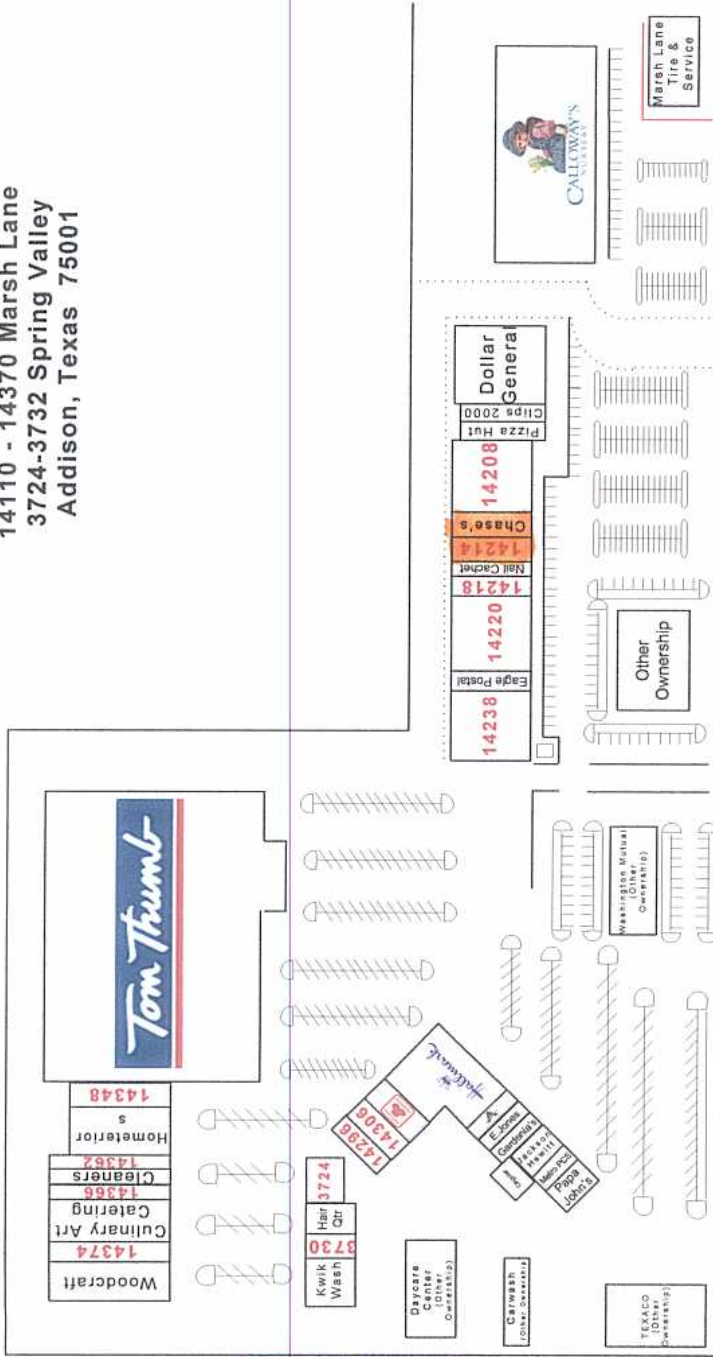
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MARSH LANE

LEASING AGENT:
JOE SWEDLUND
JOHN WEST
PROPERTY MANAGER:
LESLIE HICKS
TRIPLE NETS: \$4.12



| TABULATIONS | | |
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| Total Land Area = 17,864 Acres = 779,462.84 SF | | |
| Total Building Area = 173,720 SF | | |
| Total Parking Indicated = 950 Spaces | | |

SABRE REALTY MANAGEMENT, INC.

PH 972-931-7400 FAX 972-250-1863

06/25/09

This site plan is presented solely for the purpose of identifying the approximate location and size of the buildings presently contemplated by the owner. Building sizes, site dimensions, access and parking areas, existing tenant locations, and identities are subject to change at the owner's discretion, except as otherwise expressly restricted herein.

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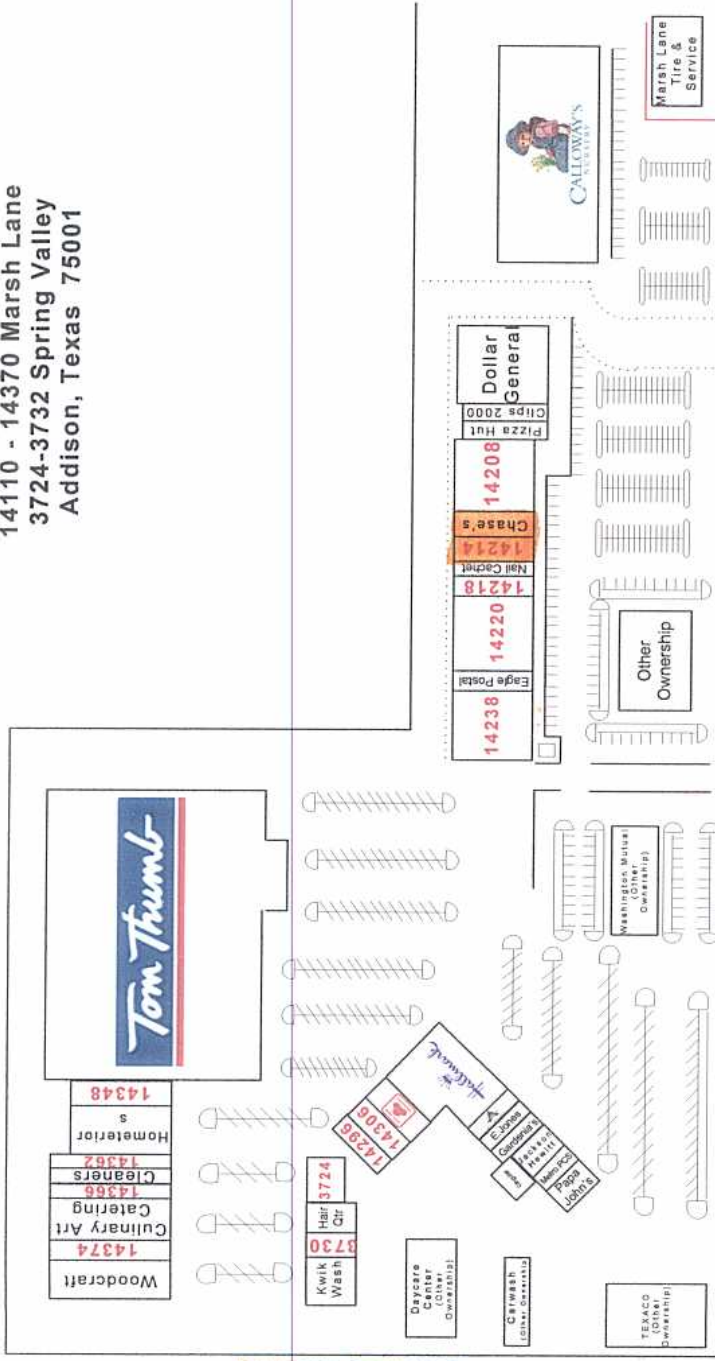
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BROOKHAVEN VILLAGE SHOPPING CENTER

14110 - 14370 Marsh Lane
3724-3732 Spring Valley
Addison, Texas 75001



MARSH LANE

LEASING AGENT:
JOE SWEDLUND
JOHN WEST
PROPERTY MANAGER:
LESLIE HICKS
TRIPLE NETS: \$4.12



SABRE REALTY MANAGEMENT, INC.
PH 972-931-7400 FAX 972-250-1863

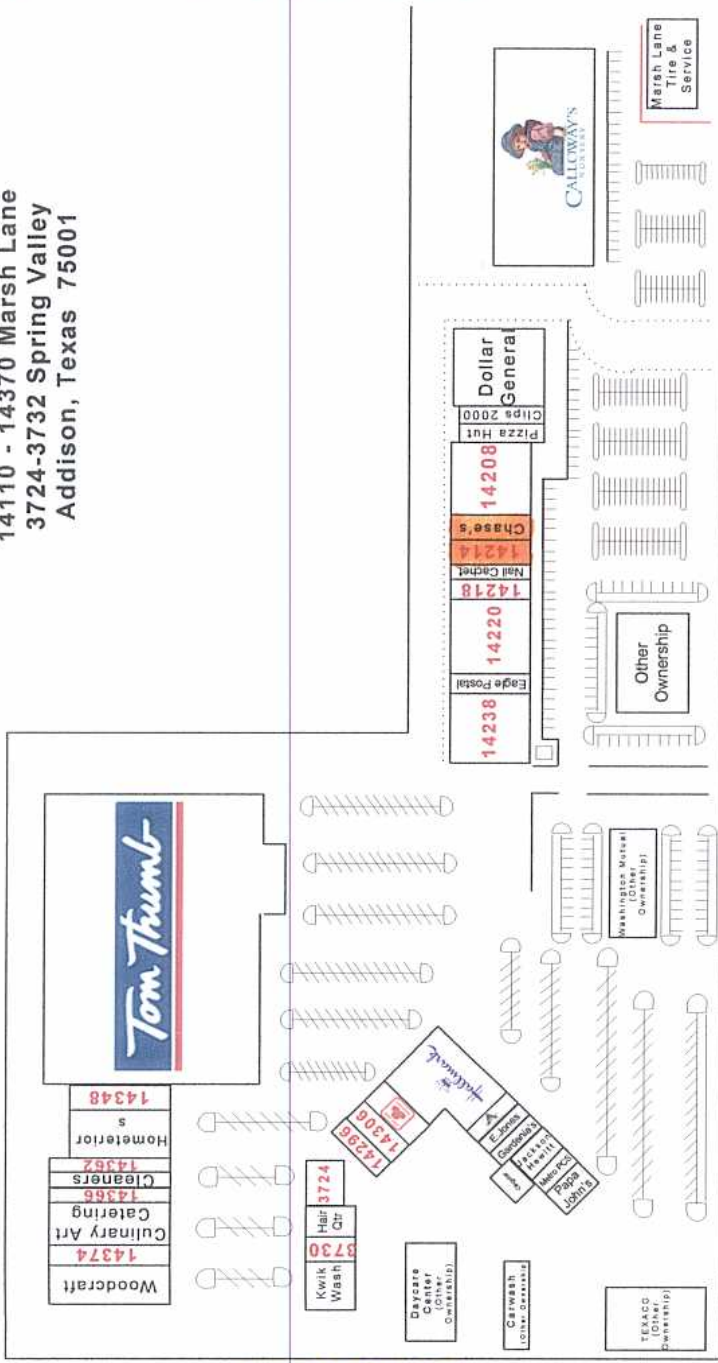
06/25/09

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14110 - 14370 Marsh Lane
3724-3732 Spring Valley
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MARSH LANE

LEASING AGENT:
JOE SWEDLUND
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LESLIE HICKS
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SABRE REALTY MANAGEMENT, INC.
PH 972-931-7400 FAX 972-250-1863

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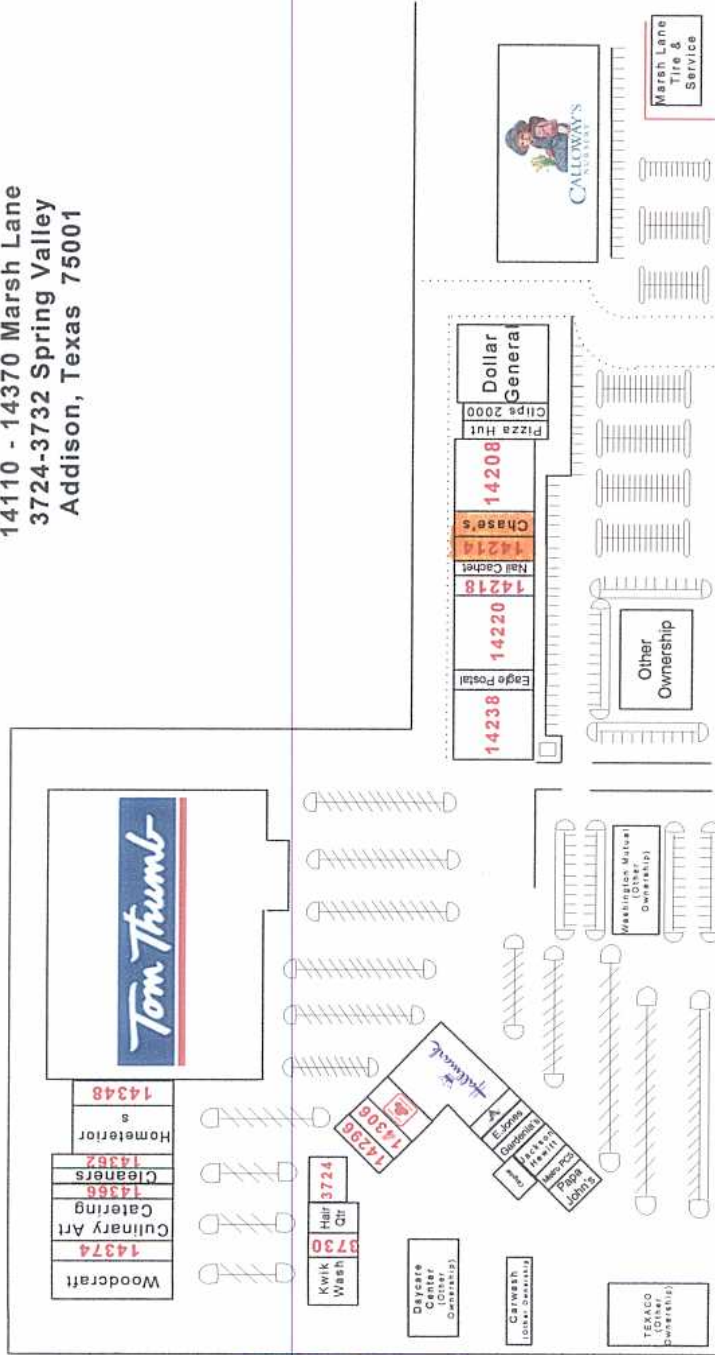
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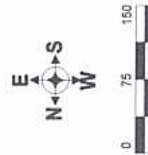
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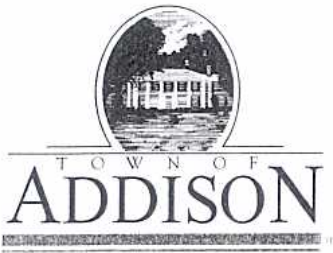


MARSH LANE

LEASING AGENT:
JOE SWEDLUND
JOHN WEST
PROPERTY MANAGER:
LESLIE HICKS
TRIPLE NETS: \$4.12



SABRE REALTY MANAGEMENT, INC.
PH 972-931-7400 FAX 972-250-1863



DEVELOPMENT SERVICES

(972) 450-2880 Fax: (972) 450-2837

16801 Westgrove

Post Office Box 9010 Addison, Texas 75001-9010

July 16, 2009

STAFF REPORT

RE: Case 1583-SUP/Lion of Judah Parish

LOCATION: 4845 Keller Springs Road

REQUEST: Approval of a Special Use Permit for a Religious institution in a Planned Development District

APPLICANT: Redeemed Christian Church of God,
Represented by Mr. Adewale Justin Alaysa

DISCUSSION:

Background. Lion of Judah Parish is a congregation of the Redeemed Christian Church of God. It is the applicant in this request and seeks to open an approximately 2,186 square foot facility in a lease space in this strip center. The applicant has to get a Special Use Permit for an institution of a religious nature in any district.

Proposed Plan. The floor plan indicates the facility will contain approximately 2,186 square feet. It will house a 780-square foot sanctuary, a small lobby and information center, men's and women's restrooms, two meeting rooms, and two offices. The applicant is not making any changes to the outside of the lease space.

Landscaping. The landscaping for this center is already in place. The Parks Department notes that it meets the requirements of the ordinance and is generally well-maintained.

Parking. There is not a specific parking ratio for a religious institution. However, there is a requirement for one car per three seats in the main sanctuary. The plans indicate there will be 41 seats in the main sanctuary. Therefore, there will be 14 spaces required. The center can provide 14 spaces for this use.

Signage. The applicant did not indicate any signs on the space. The applicant should be aware that all signs must be permitted under the requirements of the Addison sign ordinance and cannot be approved through this process.

RECOMMENDATION:

Staff recommends approval of the Special Use Permit for a religious institution in a Planned Development district subject to no conditions.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'C Moran', with a stylized flourish at the end.

Carmen Moran
Director of Development Services

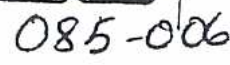
COMMISSION FINDINGS:

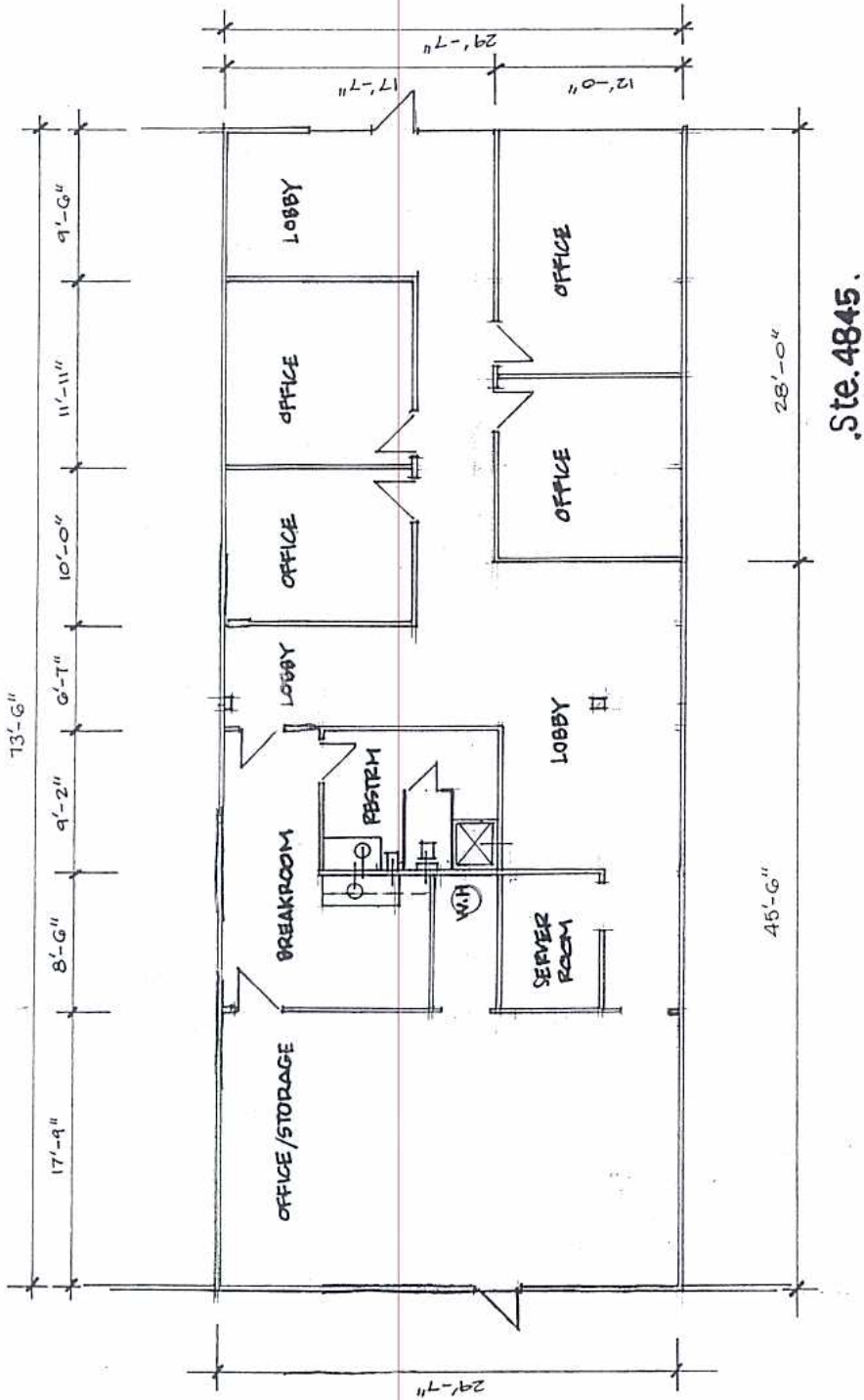
The Addison Planning and Zoning Commission, meeting in regular session on July 23, 2009, voted to recommend approval of the request for a Special Use Permit for an institution of a religious institution, on application from RCCG Lion of Judah Parish, International, subject to no conditions.

Voting Aye: Doherty, Gaines, Hewitt, Resnik, Wood

Voting Nay: None

Absent: DeFrancisco, Wheeler





FLOOR PLAN
SCALE 1/8" = 1'-0"

Sheet Title
EXISTING FLOOR PLAN.

Owner
R.C.C.G.

LION of JUDAH PARISH.

Project Address:

4845 KELLED SPRINGS
ADDISON, TX

Date

JULY, 2009

Scale

1/8" = 1'-0"

Sheet title
**PROPOSED FLOOR PLAN,
 (CHURCH)**

OWNER
R.C.C.G.
LION OF JUDAH PARISH

Project Address:

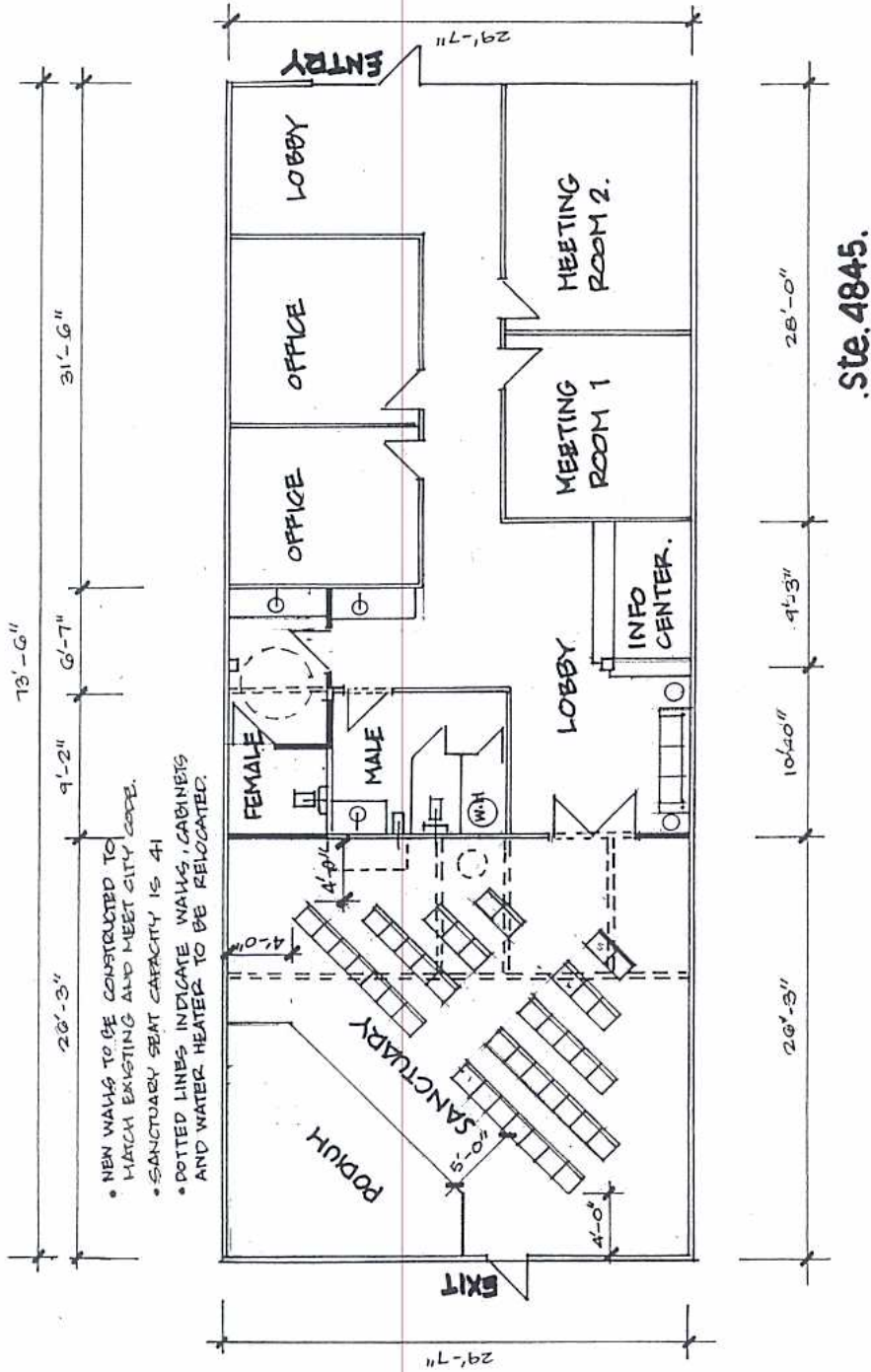
4845 KELLER SPRING
 ADDISON, TX.

Date

JULY, 2004

Scale

1/8" = 1'-0"



Ste. 4845.

FLOOR PLAN

SCALE 1/8" = 1'-0"

Dryden Jensen Investments

SCG Marketing
SCG Marketing
Alta Construction Svcs.
D'Alaska Bedspread
Images + Associates
NuNu Designs
Stern's Inc
Lenders Residential Mortgage

4849
4847
4845
4841
4839
4837

TENANT 9
TENANT 10
The Wine Garden
TENANT 11
TENANT 12
Engineered Air Balance
TENANT 13
Addison Group of AA
TENANT 14
NLP Learning Systems

911 Mobile Computers

Bridal Shows

Buddhist Church (Sokka Gakkai Int'l)
GATEWAY CENTRE

Jason Henry Agency

Southwestern Blueprint



OFFICE/SHOWROOMS

0 5 10 20



July 14, 2009

Town of Addison
ATTN: Carmen Moran, Director of Development Services
PO Box 9010
Addison, TX 75001

Joyce Breedlove
16301 Ledgernont Lane #272
Addison, TX 75001

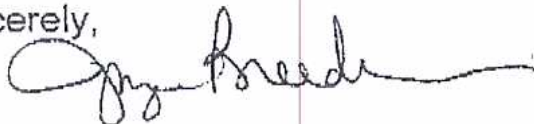
William Chadwell
16301 Ledgernont Lane #173
Addison, TX 75001

Dear Ms. Moran:

We are writing this letter in response to the Planning and Zoning Commission Notice of Hearing Case # 1583-SUP/RCCG Lion of Judah Parish.

As two property owners in Valley of Bent Tree Condominiums, we would like to file a written protest against this request. We do not want this establishment in our neighborhood.

Sincerely,



Joyce Breedlove

William Chadwell



972-250-2237

Prtest agsinst building 4845 Keller Springs
Road --case 1583-Lion of Judan Parish

from :

carleen `wilkinson

16401 Ledgemont Lane #117

Addison Tx---email-carlewil@msn.com

phone 214-676-9079

This is my witten protest against the
request of building Lion of Judan Parish
to build at 4845 Keller Springs Road
Case 1583

Thank you
Carleen



Hallett & Perrin, P.C.
Attorneys and Counselors

2001 Bryan Street
Suite 3900
Dallas, Texas 75201
(214) 953-0053
(214) 922-4142 Fax
www.hallettperrin.com

Direct Dial Number
(214) 922-4121
Facsimile (214) 922-4170
malfred@hallettperrin.com

July 21, 2009

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED
AND VIA FACSIMILE (972) 450-2837

City of Addison
Attn: Carmen Moran, Director of Development Services
P.O. Box 9010
Addison, Texas 75001

Re: Written protest against the granting of a Special Use Permit requested by Redeemed Christian Church of God as Case No. 1583-SUP/RCCG, Lion of Judah Parish, for property located at 4845 Keller Springs Road, Addison, Texas (the "Special Use Permit").

Dear Ms. Moran:

My firm serves as counsel for the Board of Directors of the Valley of Bent Tree Homeowner's Association ("VOBT"). The VOBT represents the condominium owners of the Valley of Bent Tree Condominiums and has received a Notice of Hearing from the Planning and Zoning Commission (the "Commission") of the City of Addison (the "City") as a party who is affected by the proposed zoning change contemplated in the Special Use Permit.

By this letter, the VOBT notifies the Commission and the City of the VOBT's protest against the requested Special Use Permit and requests that you file this objection with the City Secretary. I, along with certain members of the Board of Directors, owners, and renters of the VOBT plan to attend the public hearing scheduled before the Commission on Thursday, July 23, 2009 at 6:00 p.m. at which the VOBT will testify against the granting of the Special Use Permit and submit a petition executed by various owners and renters of the VOBT.

Please feel free to contact me with any question or comments.

Respectfully,

A handwritten signature in cursive script, reading "Michael S. Alfred".
Michael S. Alfred

MERITORIOUS EXCEPTION TO THE ADDISON SIGN ORDINANCE
STAFF REPORT
ME 2009-5

Date: July 31, 2009
 Address: 4568 Belt Line Rd
 Business: FedEx Office

| <u>Ordinance Requirement</u> | <u>Request</u> | <u>Variance</u> | | | | | | | | | | | | | | | | | | |
|--|-----------------------------|-----------------------------|---------|--------|----|--|---------|----|--|----------|----|--|-----------|----|--|------------|---|--|--|---|
| <p>Sec. 62-163. Area. Total effective area of attached signs shall not exceed the following schedules: (1) On an attached sign located at a height of up to 36 ft, the effective area is limited to 1 sq ft of sign area for each linear foot of building frontage not to exceed 100 sq ft</p> <p>(2) An attached sign located at or exceeding a height of 36 ft shall be permitted an increase in maximum effective area. Such increases shall not exceed 4 sq ft in effective area for each additional 1 ft of height above 36 ft measured from the base of the sign to the building grade.</p> <p>(3) Attached signs may be located on each façade; however, the sum of the effective area of all attached signs shall not exceed twice the allowable effective area as specified in subsections (1) and (2) of this section.</p> <p>(4) Building with 4 or more stories in height may have not more than 2 attached signs per façade provided that: a. Each sign is designated for a separate tenant. b. One sign must be located on or near the uppermost story of the building while the 2nd sign is to be located on the 1st or ground level floor. c. Signs may be no closer than 30 ft apart. d. The combined effective sq footage of both signs may not exceed twice the allowed effective sq footage as specified in subsections (1) and (2) of this section.</p> <p>(5) Maximum letter/logo height of attached signs shall not exceed twice the allowable effective area as specified in subsections (1) and (2) of this section. Maximum letter/logo height of attached signs shall be determined by the following schedule:</p> <table border="1"> <thead> <tr> <th>Sign Height (feet)</th> <th>Letter/Logo Height (inches)</th> <th>Maximum</th> </tr> </thead> <tbody> <tr> <td>0 - 36</td> <td>16</td> <td></td> </tr> <tr> <td>37 - 48</td> <td>36</td> <td></td> </tr> <tr> <td>49 - 100</td> <td>48</td> <td></td> </tr> <tr> <td>101 - 150</td> <td>60</td> <td></td> </tr> <tr> <td>151 and up</td> <td>7</td> <td></td> </tr> </tbody> </table> <p>a. Letter heights in excess of 72 inches must be approved by the city council. b. Not more than 50% of the letters in each individual sign height category may be 25% taller than the specified maximum letter/logo height.</p> <p>(6) Copy on awnings is allowed in accordance with the above regulations for area and letter height. For back-lit awnings, the area of the sign shall be based on the area of the awning that is back-lit or illuminated.</p> | Sign Height (feet) | Letter/Logo Height (inches) | Maximum | 0 - 36 | 16 | | 37 - 48 | 36 | | 49 - 100 | 48 | | 101 - 150 | 60 | | 151 and up | 7 | | <p>The applicant is requesting: A 59 sq ft attached building sign with letters 36" in height located on the north and east facades.</p> | <p>The ordinance allows a maximum letter height of 20" for 50% of the letters with the remaining letters to be 16" or less in height.</p> |
| Sign Height (feet) | Letter/Logo Height (inches) | Maximum | | | | | | | | | | | | | | | | | | |
| 0 - 36 | 16 | | | | | | | | | | | | | | | | | | | |
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| 49 - 100 | 48 | | | | | | | | | | | | | | | | | | | |
| 101 - 150 | 60 | | | | | | | | | | | | | | | | | | | |
| 151 and up | 7 | | | | | | | | | | | | | | | | | | | |

STAFF RECOMMENDATION: The sign on the north facade will be located approximately 145' from Belt Line Rd and the sign on the east facade will be located approximately 180' from Beltwood Pkwy. Staff recommends denial of the 36" letters as requested but recommends approval of 30" letters.

STAFF: 
 Lynn Chandler, Building Official



BUILDING INSPECTION DEPARTMENT 16801 Westgrove Dr Addison Texas 75001 972/450-2881 fax: 972/450-2837

Application for Meritorious Exception to the Town of Addison Sign Ordinance

Application Date: 07.27.09

Filing Fee: \$200.00

Applicant: Barnett Signs, Inc. - Zeke Bullock

Address: 4250 Action Dr.

Suite#: _____

Mesquite
City

TX
State

75150
Zip

Phone#: 972-681-8800

Fax#: 972-681-8824

Status of Applicant: Owner _____ Tenant _____ Agent X _____

Location where exception is requested:

FedEx Office - 4568 Belt Line Rd.

Reasons for Meritorious Exception:

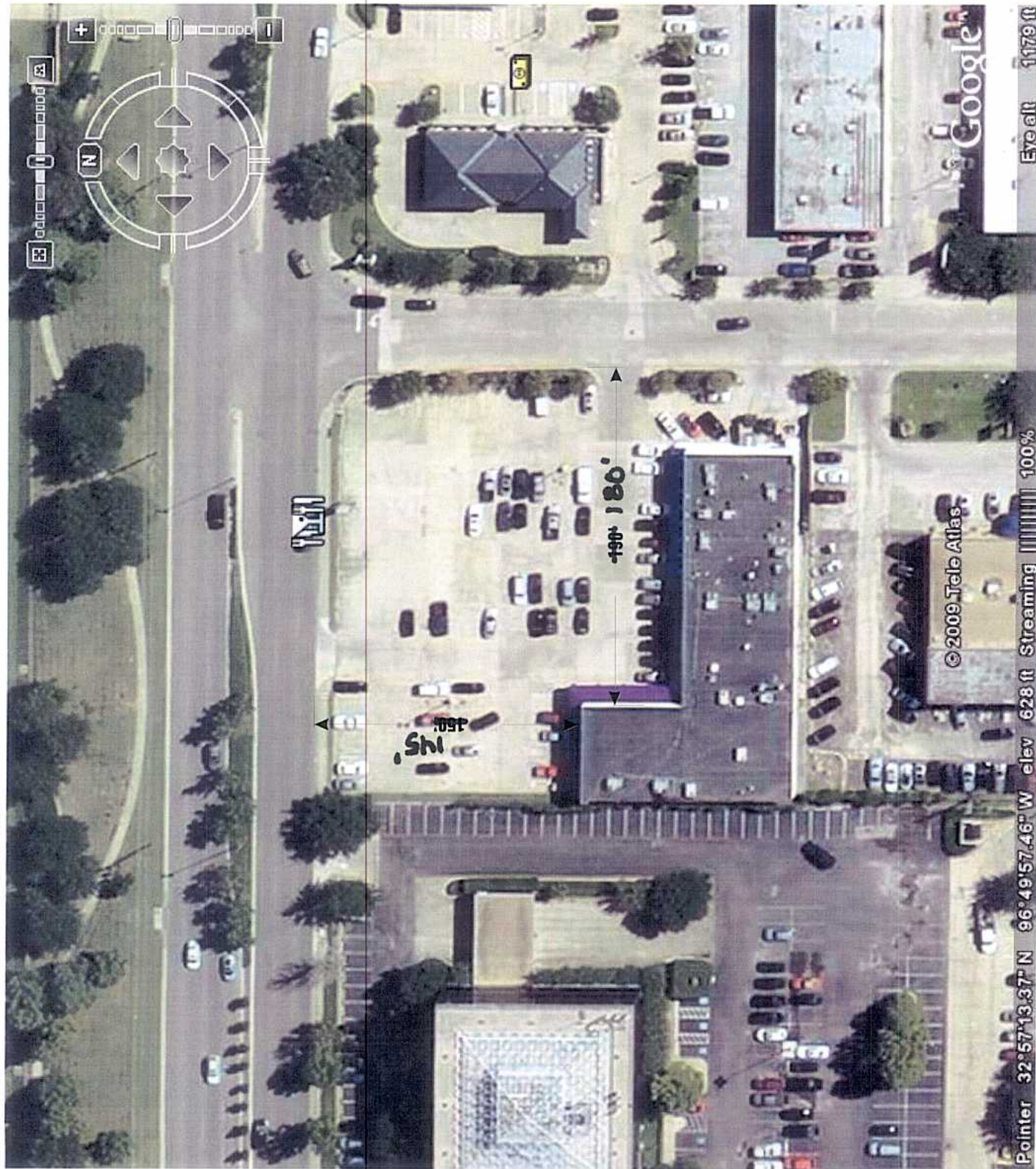
FedEx Office is requesting a Meritorious Exception to allow a sign that adequately meets the visibility requirements of motorists traveling Belt Line Rd. FedEx feels, as you will be able to see from the attached photos, that the ordinance restriction of a 16" maximum letter height does not offer sufficient visibility of their store. Based on the 150' distance the store sits off of Belt Line Rd. and over 190' from E. Beltwood Pkwy., they feel a 36" letter height will best serve the public.

YOU MUST SUBMIT THE FOLLOWING:

12 COPIES OF THE PROPOSED SIGN SHOWING:

- | | |
|-----------------------------------|----------------------------------|
| 1. Lot Lines | 5. Proposed Signs |
| 2. Names of Adjacent Streets | 6. Sketch of Sign with Scale and |
| 3. Location of Existing Buildings | Dimensions Indicated |
| 4. Existing Signs | (8.5 x 11 PLEASE) |

Date Fees Paid 7-28-09 Check # 33367 Receipt # _____

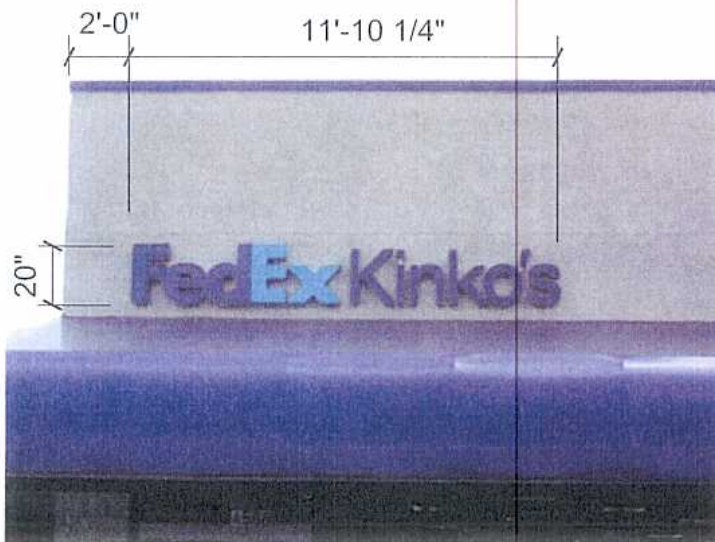


FedEx Office BRANDING BOOK

Project Name: Addison TX
Center Number: 3112
Project Number: 982126

INVENTORY/RECOMMENDATION DETAIL

Existing



20" FedEx Kinko's:
FLUSH Mounted
Area: 20sf

EXISTING CONDITIONS

Per Code



North Facade

PROPOSED SIGNAGE

COMMENTS

Remove existing 20" FXK Channel Letter set.
Replace with new 16" LED Illuminated FXO Channel Letter set.

16" FedEx Office:
FLUSH Mounted
Area: 12sf

FedEx Office

BRANDING BOOK

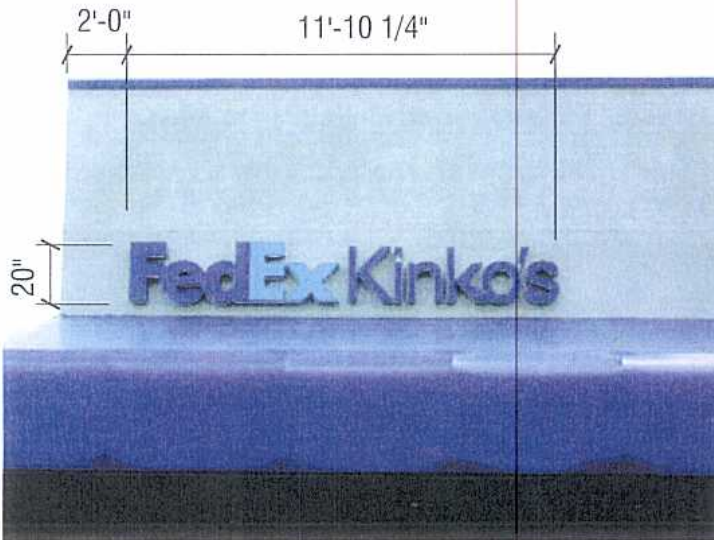
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EXISTING CONDITIONS

Proposed



North Facade

PROPOSED SIGNAGE

COMMENTS

Replace Existing 20" x 11'-10 1/4" FedEx Kinko's Channel Letter set w/ 36" LED Illuminated "FedEx Office" channel letters - Flush Mounted

FedEx Office:
FLUSH Mounted
Area: 59sf

FedEx Office BRANDING BOOK

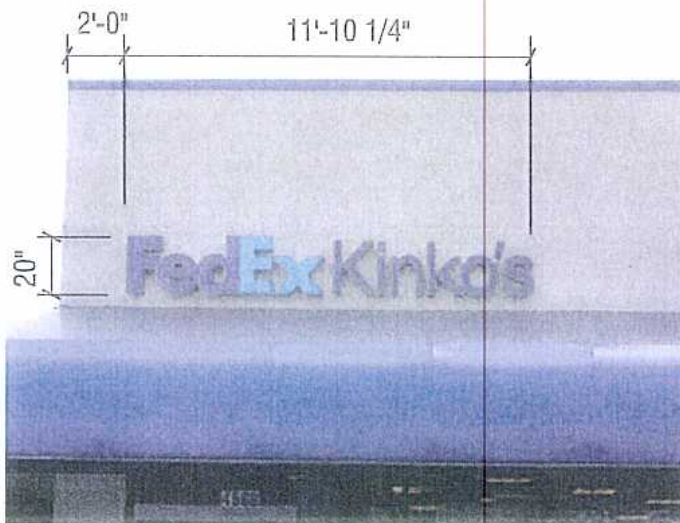
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INVENTORY/RECOMMENDATION DETAIL

Existing



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FLUSH Mounted
Area: 20sf



EXISTING CONDITIONS

Recommended by Staff



North Facade

PROPOSED SIGNAGE

COMMENTS

Replace Existing 20" x 11'-10 1/4" FedEx Kinko's Channel Letter set w/ 30" LED Illuminated "FedEx Office" channel letters - Flush Mounted

FedEx Office:
FLUSH Mounted
Area: 59sf

FedEx Office BRANDING BOOK

Project Name: Addison TX

Center Number: 3112

Project Number: 982126

INVENTORY/RECOMMENDATION DETAIL

Existing



20" FedEx Kinko's:
FLUSH Mounted
Area: 20sf

EXISTING CONDITIONS

Per Code



East Facade

PROPOSED SIGNAGE

COMMENTS

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Replace with new 16" LED Illuminated FXO Channel Letter set.

16" FedEx Office:
FLUSH Mounted
Area: 12sf

FedEx Office

BRANDING BOOK

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 Center Number: 3112
 Project Number: 982126

INVENTORY/RECOMMENDATION DETAIL

Existing

FedEx Kinko's:
 FLUSH Mounted
 Area: 20sf



EXISTING CONDITIONS

Proposed



East Facade

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 Area: 59sf

FedEx Office BRANDING BOOK

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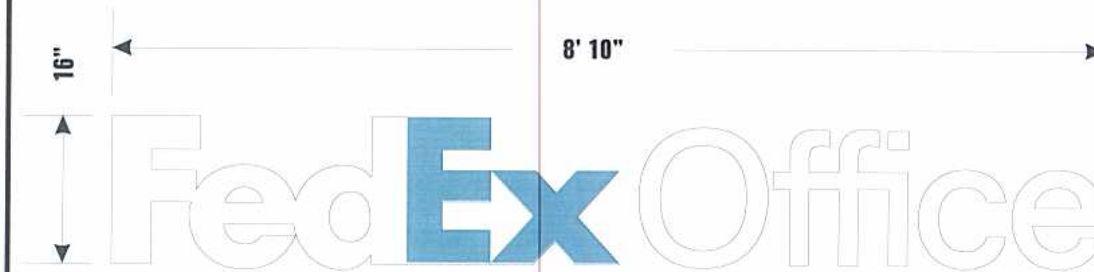
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Center Number: 3112

Project Number: 982126

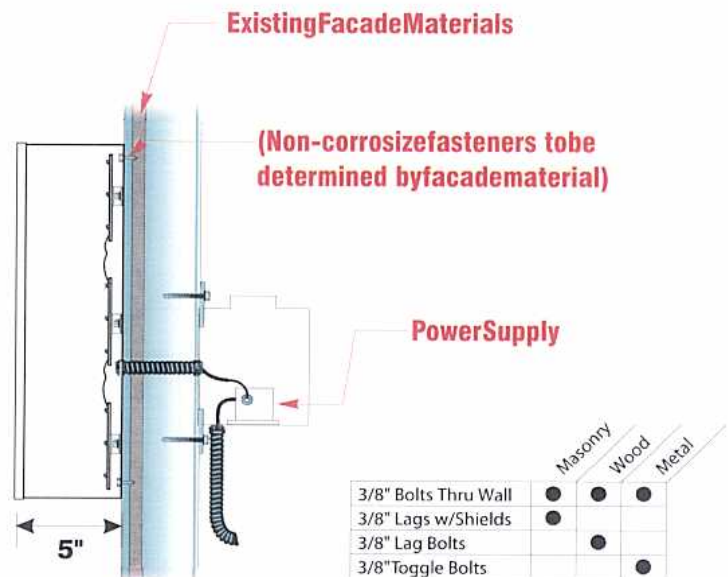
INVENTORY/RECOMMENDATION DETAIL



General Specifications

Illuminated Letterset General Specifications:

- ALL LETTERS USE 7328 WHITE IMPACT-RESISTANT ACRYLIC FACES WITH 1ST-SURFACE VINYL FILM DECORATION
- "Ex" LETTER FACES ARE LAMINATED WITH 3M #3632H-7838 FEDEX BLUE FILM APPLIED 1ST SURFACE
- "FedE" LETTERS TO BE BUILT AS ONE CABINET AND USE ONE FACE WITHOUT A SPLICE. THE "x" IS SEPARATE
- THE LETTERS "i?" ARE A LIGATURE WITH ALL THREE LETTERS LINKED TO FORM A SINGLE UNIT
- SIZE OF CONNECTORS BETWEEN THE DOT AND BODY OF THE "i" SHOULD BE KEPT TO A MINIMUM, AND THE CONNECTOR PAINTED TO MATCH THE TRIM CAP
- ALUMINUM RETURNS ARE 5" DEEP, .040" MIN. THICKNESS, COLOR IS BLACK, SATIN FINISH
- TRIM CAP RETAINER IS BLACK
- INTERIOR OF LETTERS TO BE PAINTED WHITE
- PREFERRED LIGHTING TYPE IS WHITE LED ILLUMINATION. CONSULT WITH FEDEX OFFICE REAL ESTATE DEPARTMENT FOR LIGHTING SPECIFICATIONS



Mounting Hardware* Chart

*Note

The engineer has not inspected the building. The mounting hardware shown on this drawing is suggested only. Actual mounting details are to be determined by the installer or a local engineer. Copies of this drawing should not be considered a certified document.

| Color | Opaque | Translucent Vinyl | Paint | Awning Fabric |
|-------|-----------------|-------------------|--------------------|-----------------------------|
| | 3M Opaque White | 3M Trans. white | Match Opaque Vinyl | Arlon-SignTech Ref.No.6-134 |
| | 3M#VC9204 | 3M#3632H-7838 | Match Opaque Vinyl | Not used |

FedEx Office

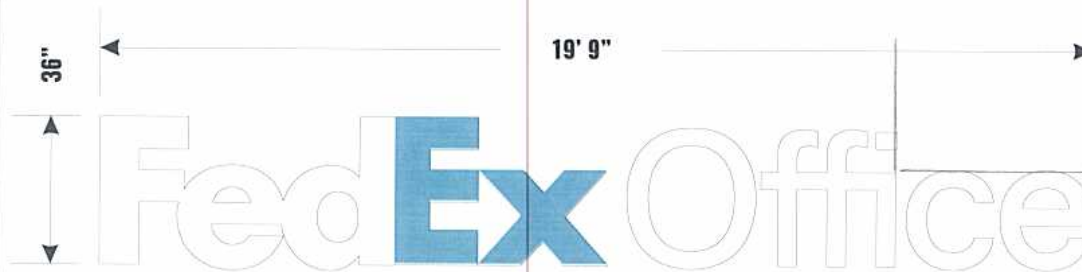
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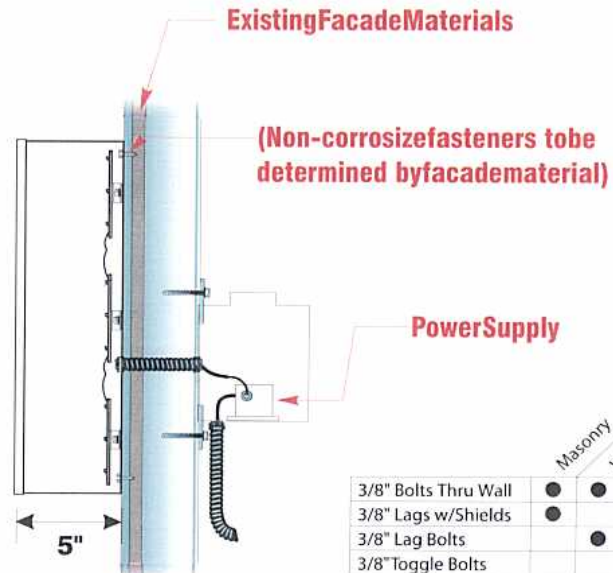
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| | Masonry | Wood | Metal |
|----------------------|---------|------|-------|
| 3/8" Bolts Thru Wall | ● | ● | ● |
| 3/8" Lags w/Shields | ● | | |
| 3/8" Lag Bolts | | ● | |
| 3/8" Toggle Bolts | | | ● |

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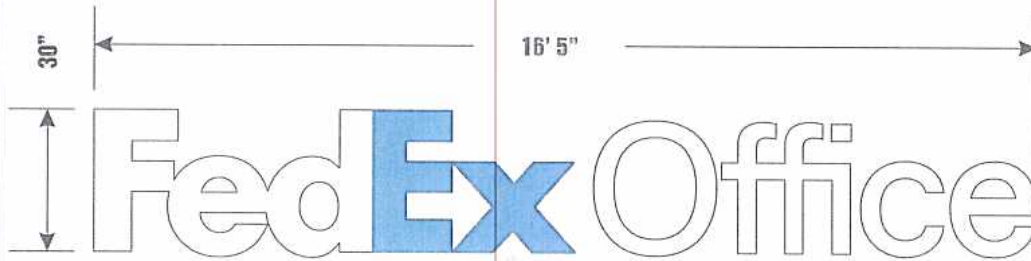
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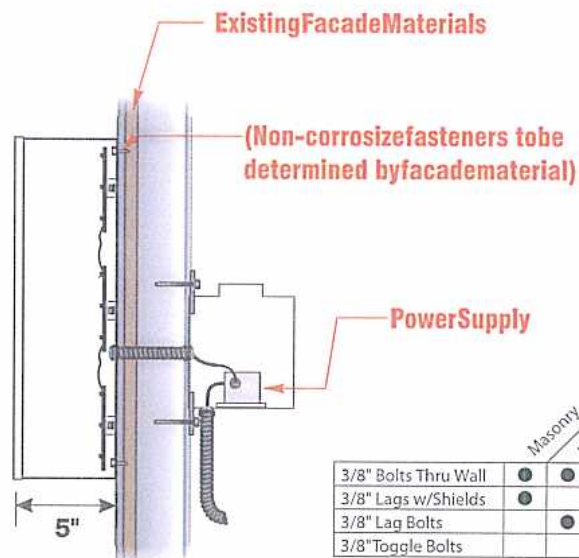
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Council Agenda Item: #R16

SUMMARY:

This item is to request the Council's approval for rejecting all the proposals that we received for the purchase and implementation of a Court Case Management System. We received five (5) proposals.

FINANCIAL IMPACT:

Budgeted Amount: \$90,000

Cost:

BACKGROUND:

Unfortunately, after reviewing the received proposals we ended up with 2 groups of proposals - proposals that were over budget and the proposals that were within the requested budget but not in compliance with the system specifications.

Here are some of the deficiencies that we discovered after we reviewed the lowest bid:

- Not offering bi-lingual court payment portal,
- Not offering defensive driving on the web,
- Not offering Warrant (Regional Interface),
- No SCOFF LAW solution,
- Very limited report writer capabilities.

RECOMMENDATION:

Staff recommends rejection of the bids submitted for the purchase and implementation of a Court Case Management System.

Council Agenda Item: #R17

SUMMARY:

Consideration of authorizing the City Manager to enter into a Construction And Utility Adjustment Agreement between the Town of Addison and Southwestern Bell Telephone Company, d/b/a AT&T Texas to implement the construction of the duct bank and the relocation of AT&T Facilities for the Vitruvian Park Public Infrastructure – Phase IB project.

FINANCIAL IMPACT:

Amount of Phase 1B Contract for Installation of AT&T Facilities: \$494,182

PROJECT MANAGER:

Clay Barnett, P.E.

BACKGROUND:

During the development of the Master Facilities Agreement with UDR, Inc., which was approved by Council on October 9, 2007, UDR, Inc. expressed a desire to insure that AT&T provided the development with an advanced telecommunication system. With this objective, costs were added to the cost estimates used to develop the Master Facilities Agreement that provided for the construction of a duct bank system for the project.

Since that time, the Town of Addison has worked with AT&T to insure that the duct bank system is designed in accordance with their specifications. AT&T was also asked to supply the materials that would be installed, which they have agreed to. This provision is included in the agreement. Additionally, the Town Staff requested that AT&T have their facilities relocated prior to reconstruction of Brookhaven Club Drive (proposed Vitruvian Way), which they have agreed to. This provision is also included in the agreement. The construction of the duct bank by the Town's contractor will not delay the project with construction or relocations. At the April 28, 2009 Council meeting, staff presented an agreement for approval that did not include ownership of the duct bank for AT&T. AT&T requested that they be given full ownership of the facility and the contract work was valued at \$339,364.00. AT&T will reimburse the town for that amount. The revised agreement has been approved by both Town and AT&T staff and is being presented for consideration.

RECOMMENDATION:

Staff recommends the Council authorize the City Manager to enter into a Construction And Utility Adjustment Agreement between the Town of Addison and Southwestern Bell Telephone Company, d/b/a AT&T Texas to implement the construction of the duct bank and the relocation of AT&T Facilities for the Vitruvian Park Public Infrastructure – Phase IB project subject to the approval of the City Manager and City Attorney.

CONSTRUCTION AND UTILITY ADJUSTMENT AGREEMENT

THIS CONSTRUCTION AND UTILITY ADJUSTMENT AGREEMENT ("Agreement"), by and between the Town of Addison, Texas, hereinafter identified as the "City", and Southwestern Bell Telephone Company, d/b/a AT&T Texas, a _____ corporation, hereinafter identified as "AT&T" (the City and AT&T are sometimes referred to herein together as the "parties" and individually as a "party"), is as follows:

WITNESSETH:

WHEREAS, the City intends to reconstruct and improve certain public facilities and infrastructure within the public rights-of-way of the City generally located along Brookhaven Club Drive, a public street located within the City, including the widening, construction, and improvement of a portion of Brookhaven Club Drive (the widening, construction, and improvement of the said portion of Brookhaven Club Drive being sometimes referred to herein as the "Project"); and

WHEREAS, in connection with the Project and in order to enhance, promote and protect the public health, safety and general welfare, to facilitate the adequate provision of transportation and utility services, to promote the preservation of property, and to enhance the aesthetic qualities of the area, the City proposes to construct, on behalf of AT&T, underground duct bank facilities into which AT&T will place its utility conduit, cables and lines; and

WHEREAS, Chapter 283, Texas Local Government Code, Section 283.052 allows AT&T, as a Certificated Telecommunication Provider, to place telecommunication facilities, including the construction of conduit duct banks, in the public rights-of-way of the City, to provide telecommunication services; and

WHEREAS, City has initiated the design of the said duct bank facilities, including the design of the duct bank facility into which AT&T will be able to place and locate its utility conduit, cables and lines (the "AT&T Duct Bank" or "Duct Bank"); and

WHEREAS, the City has notified AT&T that the current location of certain of AT&T's facilities and appurtenances as set forth on Exhibit A attached hereto and incorporated herein (the "AT&T Facilities") are in conflict with the Project, and AT&T has agreed to relocate the AT&T Facilities into the AT&T Duct Bank; and

WHEREAS, AT&T recognizes that time is of the essence in completing the work contemplated herein; and

WHEREAS, by this Agreement, the City and AT&T desire to implement the construction of the AT&T Duct Bank and the relocation of the AT&T Facilities.

NOW, THEREFORE, in consideration of the above and foregoing premises and of the mutual covenants and agreements of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the City and AT&T agree as follows:

1. Preparation of Plans.

The City has previously prepared plans (the "Plans"), for the construction of the AT&T Duct Bank, which Plans are attached hereto as Exhibit B. The Plans have been previously reviewed

and are hereby approved by AT&T. By approving the Plans, AT&T confirms that the Plans are in compliance with AT&T's Standards described in Paragraph 2(c) of this Agreement.

2. **Design and Construction Standards.** The design and construction of the AT&T Duct Bank shall comply with and conform to the following:
 - (a) All applicable local, state and federal laws, regulations, ordinances and the policies of the City;
 - (b) The terms of all applicable governmental permits or other approvals, as well as any private approvals of third parties necessary for such work; and
 - (c) The standard specifications, standards of practice, and construction methods (collectively, "Standards") which AT&T customarily applies to facilities comparable to the AT&T Facilities that are constructed by AT&T or for AT&T by its contractors at AT&T's expense, which standards are current at the time this Agreement is signed by AT&T.
3. **Construction by City.**
 - (a) AT&T hereby requests that the City cause to be constructed, and City agrees to cause to be constructed, the AT&T Duct Bank as a part of and in connection with the construction of the Project. The City has entered or intends to enter into an agreement (the "Contractor Agreement") with a third party contractor or contractors (one or more, the "Contractor") to construct the Project, and including the construction of the AT&T Duct Bank. The City will include in the Contractor Agreement a provision that the construction shall be performed in a good and workmanlike manner and in accordance with the Plans (except as modified pursuant to Paragraph 9 of this Agreement).
 - (b) The City will retain the Contractor through the City's normal procedures. Upon selection of a Contractor to perform the construction of the Project, the City will notify AT&T of its selection.
 - (c) In return for all services to be provided by the City hereunder in connection with the design and construction of the Duct Bank, AT&T agrees to pay to the City the amount of Three Hundred Thirty Nine Thousand Three Hundred Sixty Four Dollars (\$339,364.00). City shall invoice AT&T monthly, each bill to include AT&T's share of all charges received by the City from its General Contractor in the previous month, less a 5% retainage. Upon Acceptance of the Duct Bank, the City shall invoice AT&T for the balance outstanding. Each invoice shall be due and payable not later than forty-five (45) days after receipt.
4. **Materials to be Furnished by AT&T.** AT&T shall furnish to the City, at AT&T's sole cost and expense, all conduit, manholes, manhole lids, manhole necks, manhole racks, and such other materials as may be required or necessary to construct the AT&T Duct Bank and which are to be incorporated into the AT&T Duct Bank. All PVC Pipe will be delivered to the Project site by July 20, 2009. To avoid potential breakage, damage, or other loss; the manholes will be delivered to the on site contractor just in time for placing. Manhole deliveries will be scheduled and coordinated with the on site contractor.
5. **Adjustment of AT&T Facilities.** Upon acceptance of the Duct Bank as set forth in Paragraph 7(b), below ("Acceptance"), AT&T will be responsible for the relocation of its facilities, including the placement and splicing of any necessary cables or lines, and the removal of any abandoned facilities. AT&T agrees to relocate the AT&T Facilities at its sole cost and expense

(and without seeking reimbursement or repayment for such cost and expense from any entity or person). Provided the scope of the Project does not change from that anticipated as of the date of this Agreement, the relocation of the AT&T Facilities shall be completed no later than 30 days after the Acceptance of the Duct Bank. In the event the relocation of the AT&T Facilities is not completed by such date, AT&T shall be responsible for any costs incurred by the City due to any resulting delays in the Project.

6. **Project Management.** City will provide project management during the construction of the Duct Bank.

7. **Inspection and Acceptance by AT&T.**

- (a) Throughout the construction of the AT&T Duct Bank, AT&T shall provide adequate inspectors to inspect such construction. The work shall be inspected by AT&T's inspector(s) as often as AT&T deems necessary for prudent installation. Further, upon request by City or the Contractor, AT&T shall furnish an inspector at any reasonable time in which construction of the AT&T Duct Bank is underway, including occasions when construction is underway in excess of the usual forty (40) hour work week and at such other times as reasonably required by the City or the Contractor. AT&T agrees to immediately orally notify the City and/or the authorized representative of the Project construction manager (UDR, Inc.) (the "Construction Manager") of any concerns resulting from any such inspection, and to promptly thereafter (but in any event not later than 24 hours following such inspection) confirm such concerns electronically or in writing by giving notice thereof to the City and to the Construction Manager. In the event AT&T fails to give such immediate oral notice and to confirm the same in writing within the said 24 hour time period, the AT&T Duct Bank shall be deemed to be in compliance with the Plans and Standards and acceptable to AT&T up to that date of the last AT&T inspection of the construction of the AT&T Duct Bank, except to the extent there are unknown hidden defects that would not be reasonably apparent to the City or AT&T..
- (b) AT&T shall perform a final inspection of the AT&T Duct Bank, including conducting any tests as are necessary or appropriate, within ten (10) business days after its receipt of written notice from the City or a contractor of the City that construction of the AT&T Duct Bank has been substantially completed. As part of the final inspection, City shall, in the presence of AT&T's inspector, utilize a measuring pull tape to demonstrate duct integrity and to obtain accurate footage for cable placement. AT&T shall accept such construction if it is consistent with the performance standards described in Paragraph 2, by giving written notice of such acceptance to City within said ten (10) day period (the "Acceptance Notice"). If AT&T does not accept the construction, then AT&T shall, not later than the expiration of said ten (10) day period, notify City in writing of its detailed grounds for non-acceptance with specific recommendations for correcting the problem (the "Non-Acceptance Notice"), and if the recommended corrections are both reasonably required and necessary to make the AT&T Duct Bank in compliance with the Plans and Standards, and the City Engineer concurs that they are both reasonable and necessary, City will cause the corrections to be made. AT&T shall re-inspect any revised construction (and re-test if appropriate) and give notice of acceptance (the "Reconstruction Acceptance Notice"), not later than ten (10) business days after completion of corrective work. If AT&T does not accept the re-construction, then AT&T shall, not later than the expiration of said ten (10) day period, notify City in writing of its detailed grounds for non-acceptance with specific recommendations for correcting the problem (the "Subsequent Non-Acceptance Notice"), and if the recommended corrections are both reasonably required and necessary to make the AT&T Duct Bank in compliance with the Plans and Standards, and the City Engineer

concurs that they are both reasonable and necessary, City will cause the corrections to be made. This process shall be followed until or unless AT&T does not timely give the City the Acceptance Notice, the Non-Acceptance Notice, the Subsequent Non-Acceptance Notice, or the Reconstruction Acceptance Notice as set forth above, then in any of those events AT&T shall be deemed to have accepted the AT&T Duct construction work.

- (c) From and after AT&T's Acceptance (or deemed acceptance), AT&T agrees to accept ownership of, and full operation and maintenance responsibility for the Duct Bank.
 - (d) City shall require the Contractor to warrant the Contractor's work on the AT&T Duct Bank. Such warranty shall be for a minimum period of two (2) year following acceptance of substantial completion of the work by AT&T.
8. **Field Modifications.** City shall provide AT&T with documentation of any approved field modifications, including Utility Adjustment Field Modifications as well as minor changes described in Paragraph 9 of this Agreement, occurring in the construction of the AT&T Duct Bank.
9. **Amendments and Modifications.** This Agreement and the Plans, once approved pursuant to Paragraph 1 of this Agreement, may be amended or modified only by a written instrument executed by the parties hereto.
- For purposes of this Paragraph 9, "Utility Adjustment Field Modification" shall mean any horizontal or vertical design change from the Plans previously approved by the City and AT&T, due either to design of the Project or to conditions not accurately reflected in the approved Plans. A Utility Adjustment Field Modification must be agreed upon by the City and AT&T. A minor change (e.g., an added utility marker at a Right-of-Way line, a change in vertical bend, etc.) will not be considered a Utility Adjustment Field Modification and will not require written approval of the Parties, but shall be shown in the documentation required pursuant to Paragraph 8, above.
10. **Relationship of the Parties.** This Agreement does not in any way, and shall not be construed to, create a principal/agent or joint venture relationship or joint enterprise relationship between the parties hereto and under no circumstances shall AT&T or City be considered as or represent itself to be an agent of the other.
11. **Entire Agreement.** This Agreement embodies the entire agreement between the parties and there are no oral or written agreements between the parties or any representations made which are not expressly set forth herein.
17. **Assignment; Binding Effect; No Third Party Beneficiaries.** Except as set forth in this Agreement, neither AT&T nor City may assign or otherwise convey or transfer any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed.

This Agreement shall bind AT&T, the City and their successors and permitted assigns, and nothing in this Agreement nor in any approval subsequently provided by either party hereto shall give or be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation or other entity, including, without limitation, any contractor or other party retained for the AT&T Duct construction work or the public in general.

18. **Breach by AT&T or City.** If either party claims that the other has breached any of its obligations under this Agreement, the party will notify the other in writing of such breach, and the breaching party shall have 30 days following receipt of such notice (or such longer period of time as may be set forth in the notice) in which to cure such breach, before the non-breaching party may invoke any remedies which may be available to it as a result of such breach; provided, however, that both during and after such period the breaching party shall have the right, but not the obligation, to cure any breach; provided, however, that if the breach cannot with diligence be cured within said 30-day period, if within such 30-day period the breaching party provides the non-breaching party written notice of the curative measures which it proposes to undertake, and proceeds promptly to initiate such measures to cure such failure, and thereafter prosecutes the curing of such failure with diligence and continuity, the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of such failure with diligence and continuity.
19. **Notices.** Except as otherwise expressly provided in this Agreement, all notices or communications pursuant to this Agreement shall be sent or delivered to the following:

City:

AT&T: Ralph Labry
 Area Manager
 2200 N. Greenville
 Richardson, Texas 75082
 Phone: (972) 234-7004
 Fax: (972) 301-6893
 ralph.labry@att.com

Any notice or demand required herein shall be given (a) personally, (b) by certified or registered mail, postage prepaid, return receipt requested, (c) by confirmed fax, or (d) by reliable messenger or overnight courier to the appropriate address set forth above. Any notice served personally shall be deemed delivered upon receipt, served by facsimile transmission shall be deemed delivered on the date of receipt as shown on the received facsimile, and served by certified or registered mail or by reliable messenger or overnight courier shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service or such courier. Either party may from time to time designate any other address for this purpose by written notice to the other party.

20. **Approvals.** Any acceptance, approval, or any other like action (collectively "Approval") required or permitted to be given by AT&T or the City pursuant to this Agreement:
- (a) Must be in writing to be effective (except if deemed granted pursuant hereto),
 - (b) Shall not be unreasonably withheld or delayed; and if Approval is withheld, such withholding shall be in writing and shall state with specificity the reason for withholding

such Approval, and every effort shall be made to identify with as much detail as possible what changes are required for Approval.

21. **Time.**

- (a) Time is of the essence in the performance of this Agreement.
- (b) All references to "days" herein shall be construed to refer to calendar days, unless otherwise stated.
- (c) Neither AT&T nor the City shall be liable to the other for any delay in performance under this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, fire, earthquake, strike, unusually severe weather, floods or power blackouts.

22. **Continuing Performance.** In the event of a dispute, the parties agree to continue their respective performance hereunder to the extent feasible in light of the dispute, and such continuation of efforts and payment of billings shall not be construed as a waiver of any legal right.

23. **Authority.** City and AT&T each represents to the other party that the respective party has taken all actions necessary to authorize its undersigned signatory to execute this Agreement and to bind such party to its terms.

24. **Cooperation.** The parties acknowledge that the timely completion of the Project will be influenced by the ability of the parties to coordinate their activities, communicate with each other, and respond promptly to reasonable requests. Subject to the terms and conditions of this Agreement, the parties agree to take all steps reasonably required to coordinate their respective duties hereunder in a manner consistent with the City's current and future construction schedules for the Project.

25. **Captions; Premises: "Include".** The captions and headings of the various paragraphs of this Agreement are for convenience and identification only, and shall not be deemed to limit or define the content of their respective paragraphs. The above and foregoing premises and recitals to this Agreement are true and correct and are incorporated herein and made a part hereof for all purposes. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

26. **Counterparts.** This Agreement may be executed in any number of counterparts. Each such counterpart hereof shall be deemed to be an original instrument but all such counterparts together shall constitute one and the same instrument.

27. **Effective Date.** This Agreement shall become effective upon the date of signing by the last party signing this Agreement.

28. **Rights, Remedies.**

The rights and remedies of the parties (or either of them) set forth in this Agreement are and shall be in addition to any and all other rights and/or remedies either party may have at law, in equity, or otherwise, and may be pursued successively or concurrently as either party may elect. The exercise of any remedy by either party shall not be deemed an election of remedies or preclude that party from exercising any other remedies in the future.

EXCEPT AS SET FORTH IN PARAGRAPH 5 OF THIS AGREEMENT, NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, REGARDING THE CITY'S CONSTRUCTION OF THE DUCT BANK AND AT&T'S RELOCATION OF THE AT&T FACILITIES AS SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES, OR CLAIMS OF CUSTOMERS OR OF ANY OTHER THIRD PARTIES, OCCASIONED BY ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

30. **No Vested property Rights Granted.** Notwithstanding anything else in this Agreement, nothing in this Agreement grants, conveys or vests in any way any property rights to AT&T in the public rights-of-way. AT&T agrees the AT&T Duct Bank is a telecommunication facility that is being placed in the public rights-of-way to the extent allowed a Certificated Telecommunication Provider under Chapter 283, Texas Local Government Code, Section 283.052. The parties agree that it was not the intent of the City to convey, grant or vest any property rights to AT&T by this Agreement in the public rights-of-way, and that AT&T is using the public rights-of-way only to the extent allowed a Certificated Telecommunication Provider by Chapter 283, Texas Local Government Code, Section 283.052. Such telecommunication facilities shall be relocated at the City's request, the cost of such relocation to be borne as provided by applicable law.

TOWN OF ADDISON, TEXAS

**SOUTHWESTERN BELL TELEPHONE
COMPANY**

By: _____
Authorized Signature

By: _____
Duly Authorized Representative

Printed
Name: _____

Printed
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

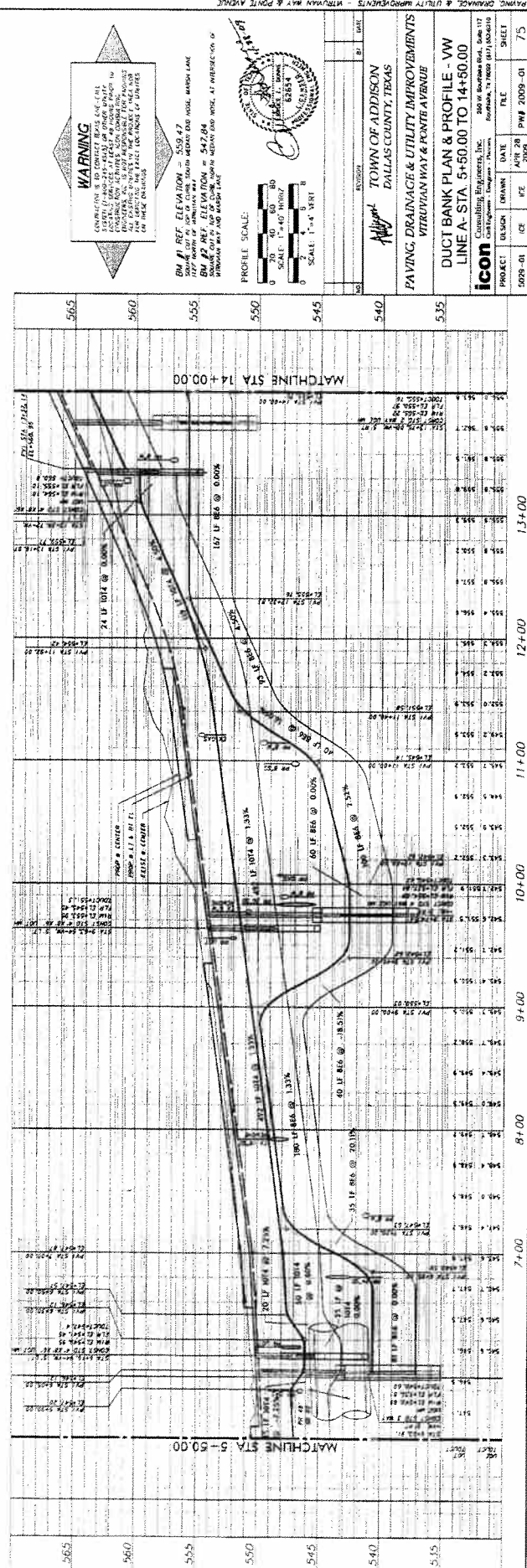
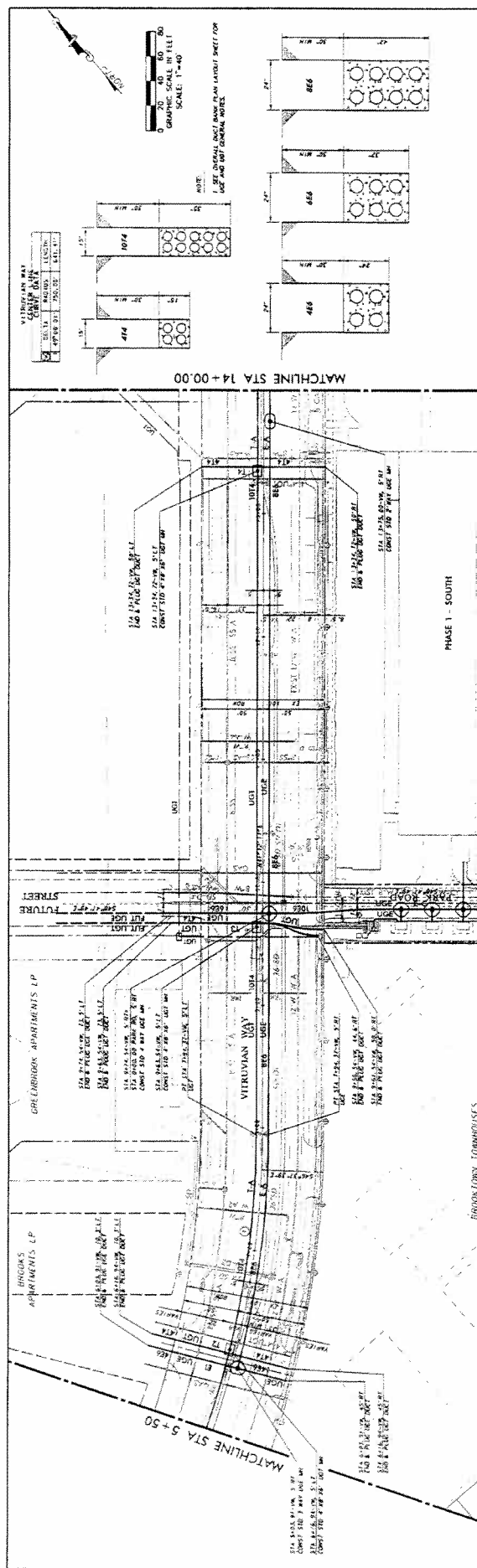
EXHIBIT A
to
Construction and Utility Adjustment Agreement

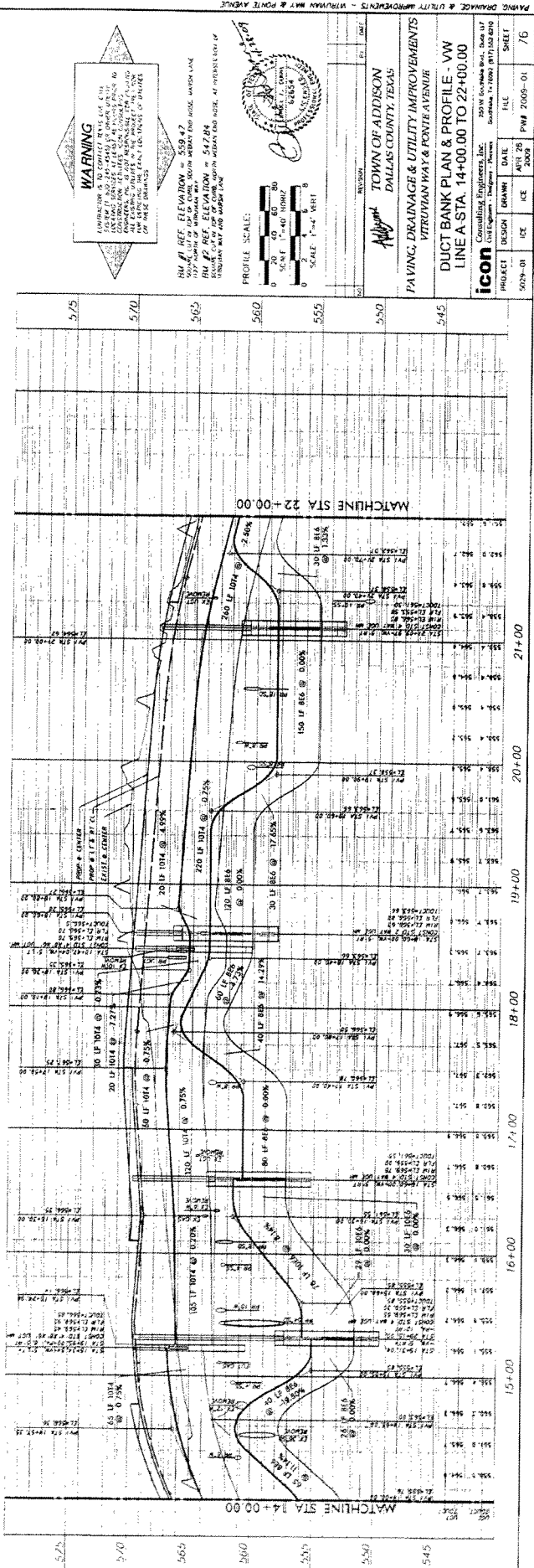
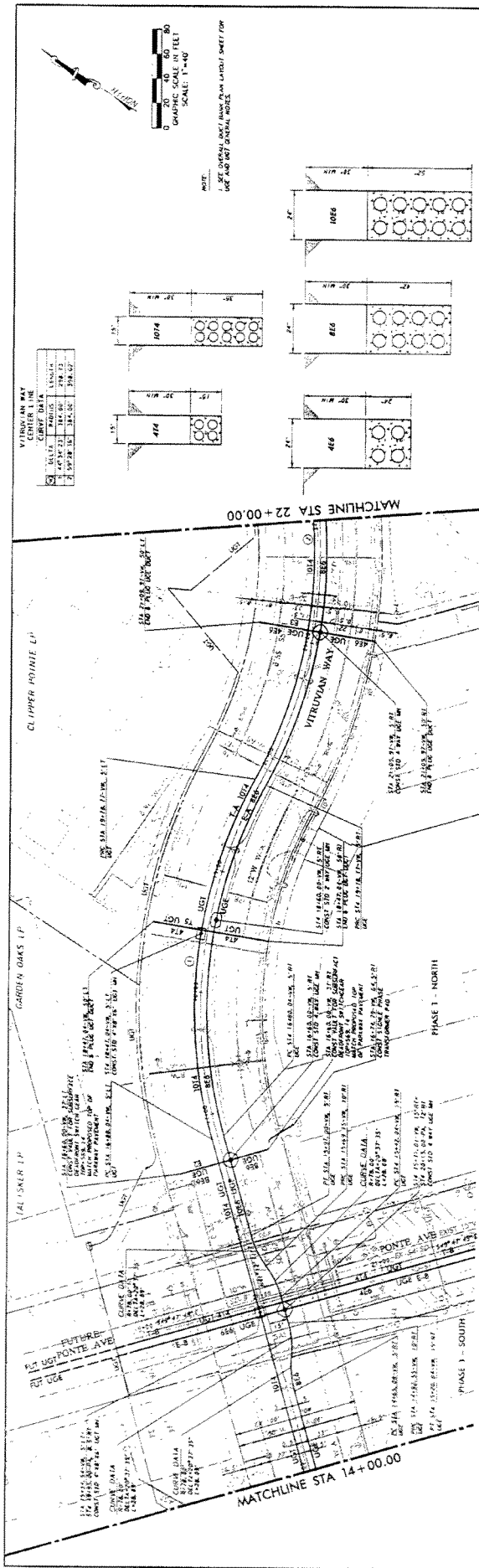
AT&T Facilities to Be Relocated

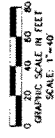
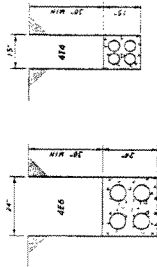
All facilities of AT&T located within the public rights-of-way of Brookhaven Club Drive within the Town of Addison, Texas.

EXHIBIT B
to
Construction and Utility Adjustment Agreement

DUCT BANK PLANS







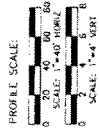
NOTE:
1. See also Chapter 1, Section 1.1.1.

1. SITE (CHURCH, BAPT, BOUND, PLAIN, LAYOUT, SHEET, F, FOR, INCH, AND, DEG, CENTRAL, NOTES)

WARNING

CONTRACTOR IS TO CONTACT REIS, C/O - REIS SYSTEM (1-800-243-6343) OR COMPANY OFFICE LOCATED SOMEWHERE AT LEAST 48 HOURS PRIOR TO CONSTRUCTION ACTIVITIES. NO CONSTRUCTION ENGINEERS, INC. IS NOT RESPONSIBLE FOR ANY ALL CHANGING FEATURES OR THE PROJECT AREA. FOR CONSTRUCTION, THE PROJECT LOCATION, OR ANY OTHER INFORMATION.

BM #1 REF. ELEVATION = 559.47
SOUNDING CUT IN TOP OF CURB, SOUTH MEDIAN END ROSS. MARSH LAKE
WEST MOUTH OF VIKINGWAY WAY.



PROFILE SCALE:

| | | | | | |
|---|------------------------|-------|---------|-------|----|
| 5025-00 | CE | CL | APR '98 | FILE | 78 |
| PROJECT | DESIGN | DRAWN | DATE | SHEET | |
| <p>icon Consulting Engineers, Inc.</p> <p>3150 W. 10th Street, Suite 111 Fort Worth, TX 76102-3878-2519</p> | | | | | |
| <p>LINE A-SHA. 300.00.00 TO STA 294.70.00</p> <p>DUCT BANK PLAN & PROFILE - VW</p> <p>PAVING, DRAINAGE & UTILITY IMPROVEMENTS</p> <p>WILSON VALLEY WMA & PONTE VIEBOLE</p> <p>TOWN OF ADDISON</p> <p>DALLAS COUNTY, TEXAS</p> | | | | | |
| REGION | <p><i>Approved</i></p> | | | | |

PAVING, DRAINAGE & UTILITY IMPROVEMENTS
VITRUVIAN WAY & PONTE AVENUE

DUCT BANK PLAN & PROFILE - VW
LINE A-STA. 30+00.00 TO STA 29+70.05

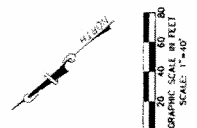
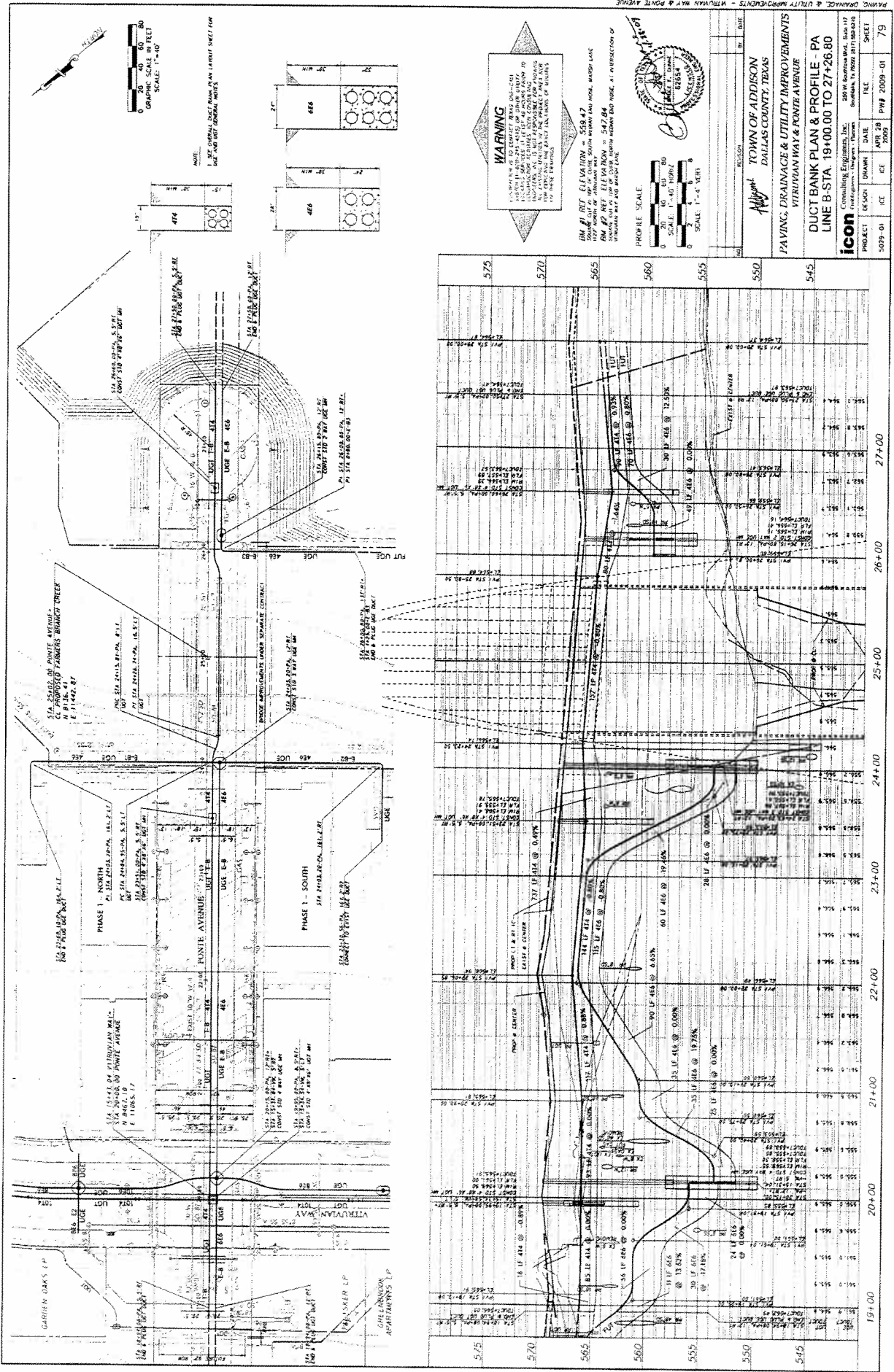
icon
Consulting Engineers, Inc.

© 2000 by John Wiley & Sons, Inc.

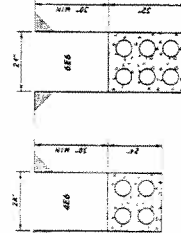
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| PROJECT | DESIGN | DRAWING | DATE |
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5029-01 ICE ICE APR 28 2009

[illegible]



NOTE:
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO CENTERLINE UNLESS NOTED OTHERWISE.
3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS NOTED OTHERWISE.
4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS NOTED OTHERWISE.



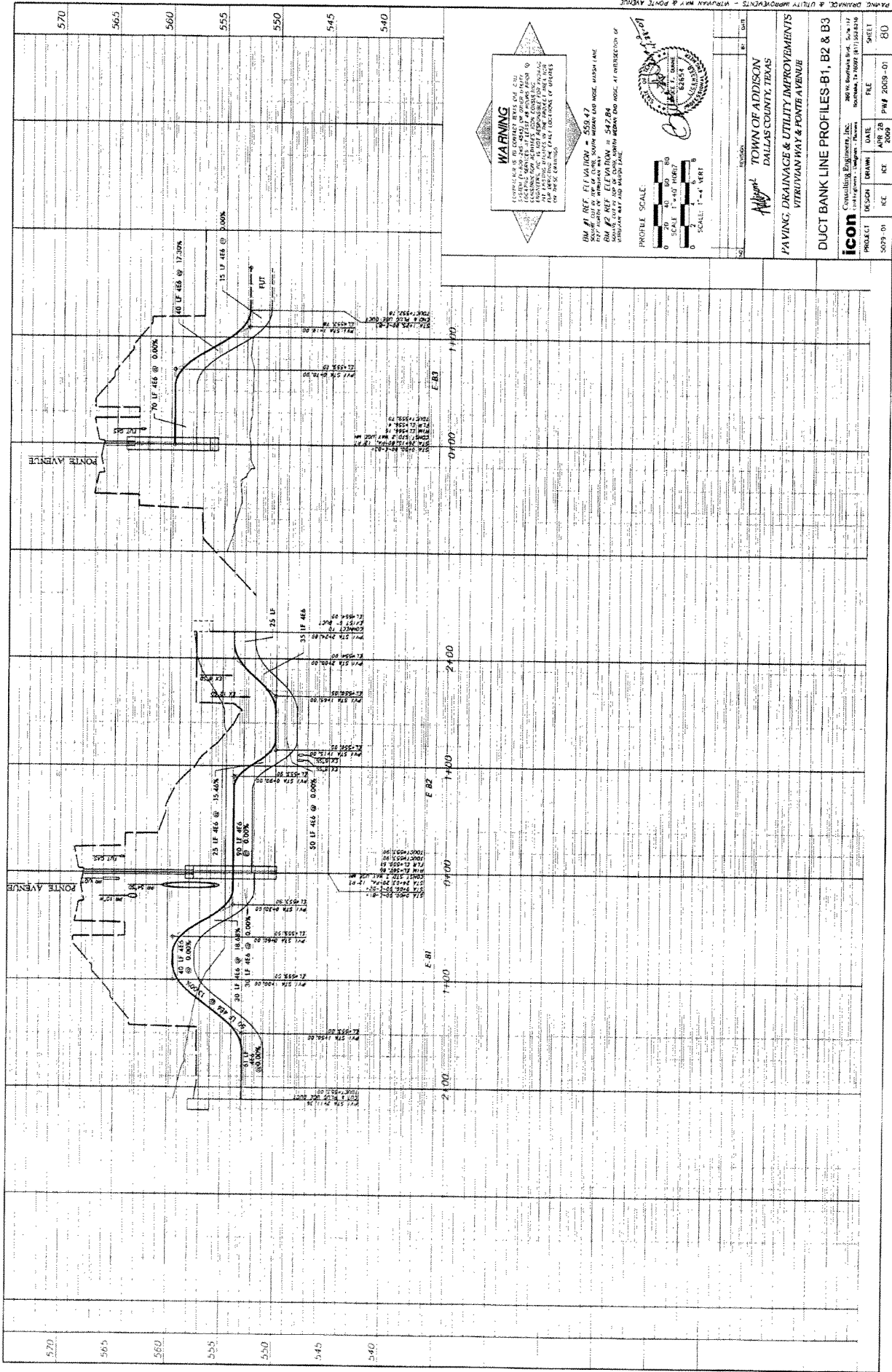
WARNING
CONSTRUCTION OF THIS PROJECT MAY CAUSE TRAFFIC DELAYS.
ALL TRAVELERS ARE REQUESTED TO BE PATIENT AND TO USE CAUTION.
NO STOPPING OR PARKING IS ALLOWED IN THE PROJECT AREA.
NO OBSTRUCTION OF TRAFFIC IS ALLOWED IN THE PROJECT AREA.
NO OBSTRUCTION OF TRAFFIC IS ALLOWED IN THE PROJECT AREA.

BY J. D. DUTCH, CIVIL ENGINEER
SIGNED AND SEALED FOR ME
DATE: 10/10/00
PROJECT: VITRUVIAN WAY & PONTRE AVENUE
SHEET: 17 OF 17
SCALE: 1" = 40' HORIZ.
SCALE: 1" = 4' VERT.



| | |
|----------|---------------------------------|
| PROJECT | DRAINAGE & UTILITY IMPROVEMENTS |
| CLIENT | TOWN OF ADDISON |
| DATE | APR 28, 2000 |
| DESIGNER | ICON CONSULTING ENGINEERS, INC. |
| CHECKED | DAVID DUTCH |
| APPROVED | J. D. DUTCH |
| FILE | PHB 2000-01 |
| SHEET | 17 OF 17 |

PAVING, DRAINAGE & UTILITY IMPROVEMENTS
VITRUVIAN WAY & PONTRE AVENUE
DUCT BANK PLAN & PROFILE - PA
LINE B-S-1. 19+00.00 TO 27+26.80
Icon Consulting Engineers, Inc.
250 W. Commerce Blvd., Suite 117
Addison, TX 75001-8100
PROJECT: DRAINAGE & UTILITY IMPROVEMENTS
CLIENT: TOWN OF ADDISON
DATE: APR 28, 2000
DESIGNER: DAVID DUTCH
CHECKED: J. D. DUTCH
APPROVED: J. D. DUTCH
FILE: PHB 2000-01
SHEET: 17 OF 17



WARNING
 CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. EXISTING UTILITIES ARE SHOWN AS APPROXIMATE. ANY CHANGES TO UTILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. NO WORK SHALL BE DONE WITHIN THE RIGHT-OF-WAY WITHOUT THE NECESSARY PERMITS FROM THE CITY OF ADDISON.

BY AT REF. ELEVATION = 540.00
 BY AT REF. ELEVATION = 542.84
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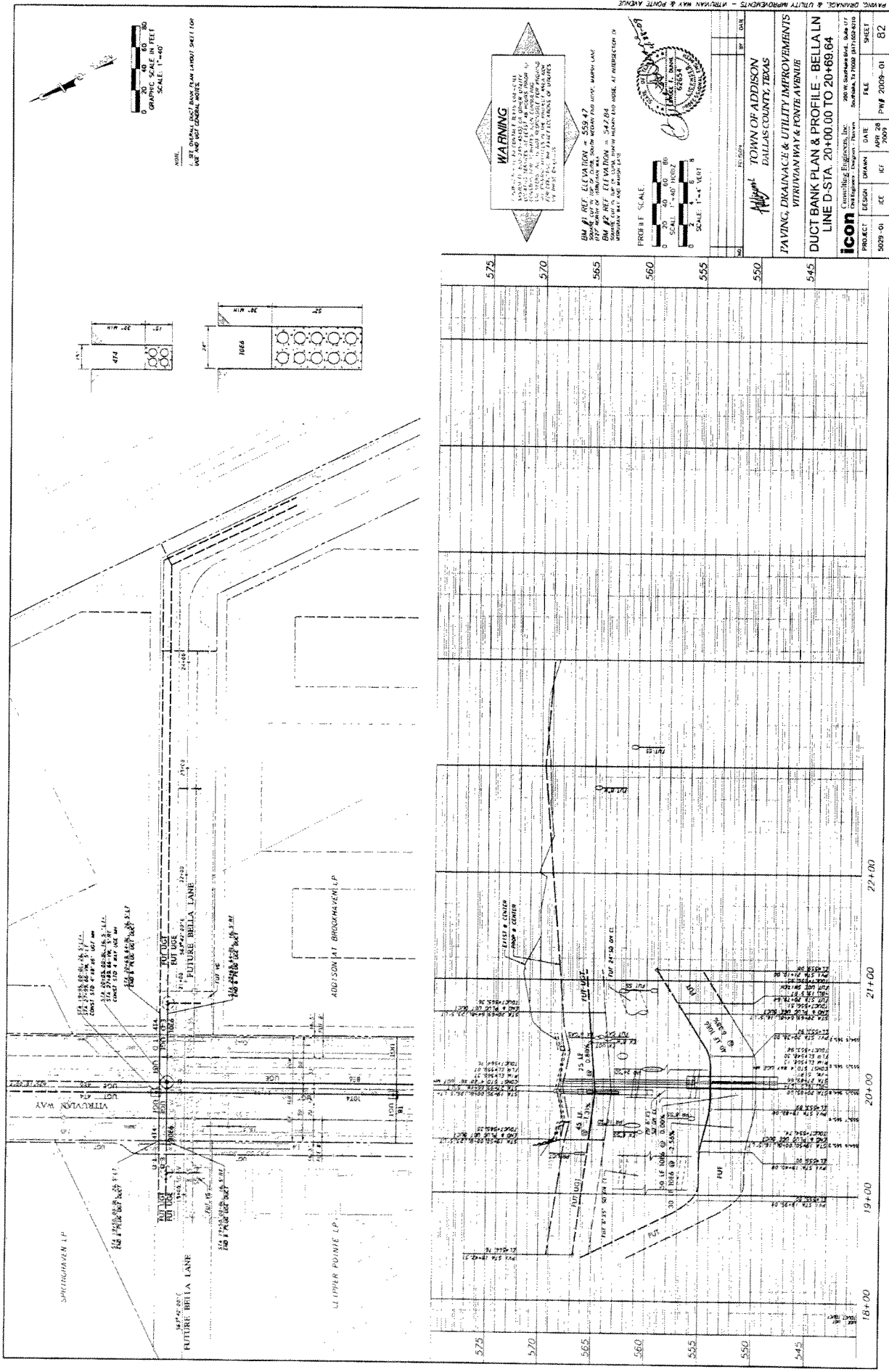


PROJECT SCALE
 1" = 40' HORIZ
 1" = 4' VERT

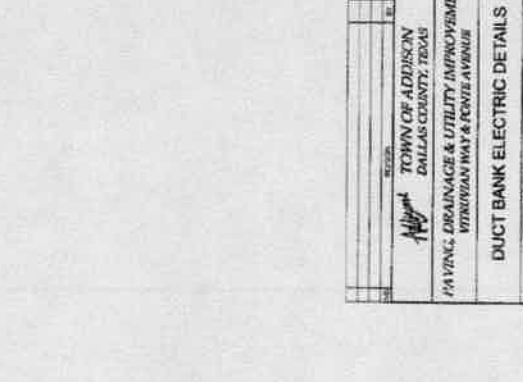
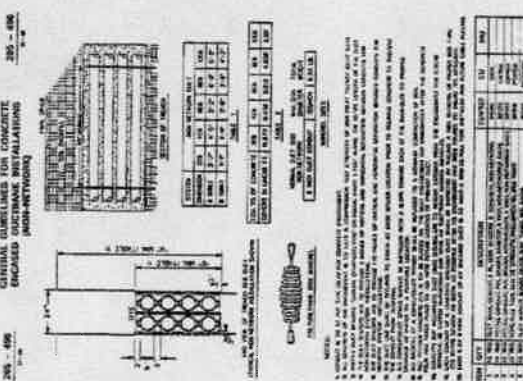
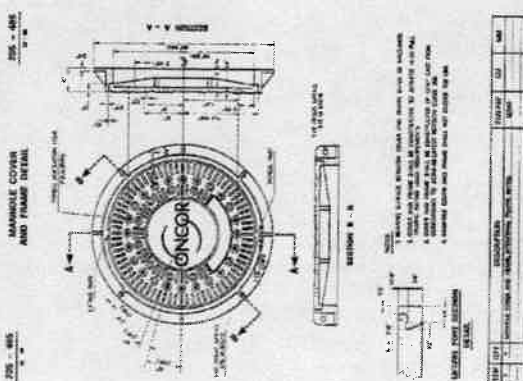
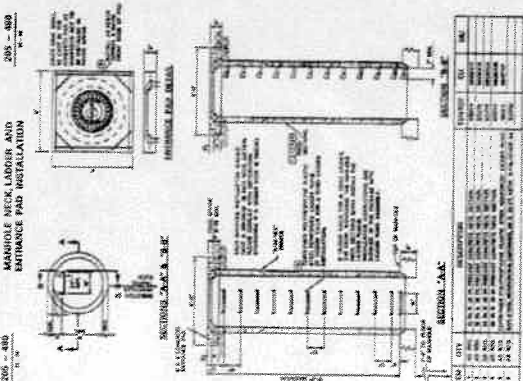
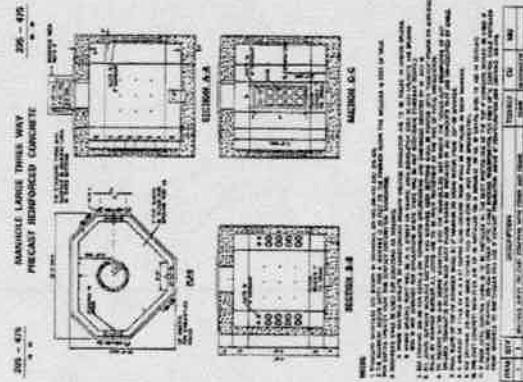
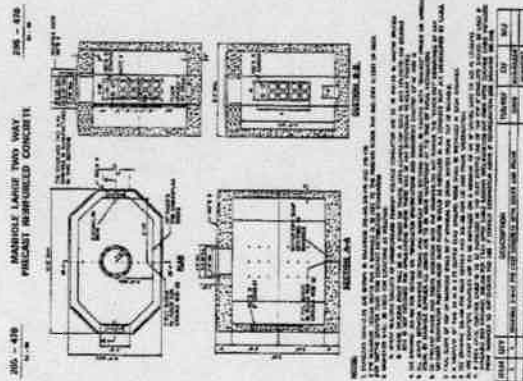
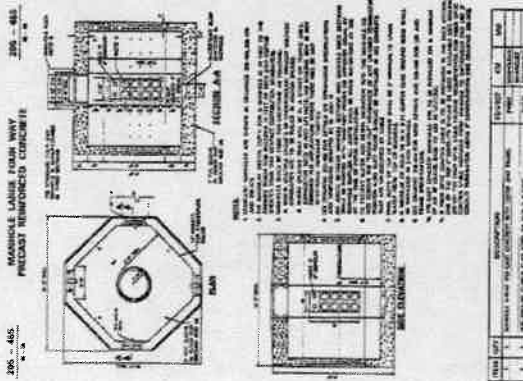
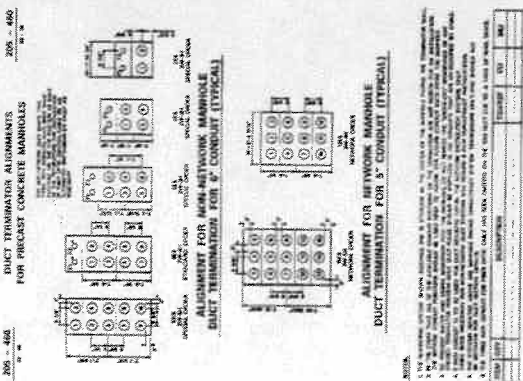
TOWN OF ADDISON
 DALLAS COUNTY, TEXAS
 PAVING, DRAINAGE & UTILITY IMPROVEMENTS
 VITRUVIAN WAY & PONTE AVENUE


| | | | | | |
|---------|--------|-------|-------------|-------------|-------|
| PROJECT | DESIGN | DRAWN | DATE | FILE | SHEET |
| 5009-01 | KCE | KCE | APR 28 2024 | PMW 2008-01 | 80 |


icon Consulting Engineers, Inc.
 380 W. Commerce Blvd., Suite 117
 Carrollton, TX 75006-8111



| | | | | | | | |
|--|--------|-------|-------------|--|-------|--|--|
| PAVING, DRAINAGE, & UTILITY IMPROVEMENTS - VITRUVIAN WAY & POINTE AVENUE | | | | TOWN OF ADDISON DALLAS COUNTY, TEXAS | | | |
| PAVING, DRAINAGE & UTILITY IMPROVEMENTS VITRUVIAN WAY & POINTE AVENUE DUCT BANK PLAN & PROFILE - BELLA LN LINE D-STATION 20+00.00 TO 20+69.64 | | | | icon Consulting Engineers, Inc. 200 W. Commerce Blvd., Suite 117 Buckeye, TX 76009 (817) 652-8118 | | | |
| PROJECT | DESIGN | DRAWN | DATE | FILE | SHEET | | |
| 5025-01 | ICE | ICE | APR 28 2009 | PN# 2009-01 | 82 | | |



| | | | |
|----|------|----|---|
| NO | DATE | BY | DESCRIPTION |
| | | | <p>  TOWN OF ADDISON DALLAS COUNTY, TEXAS </p> <p> PAVING, DRAINAGE & UTILITY IMPROVEMENTS VITRUVIAN WAY & FONTE AVENUE </p> |

| | | |
|--|--------|---|
|  Consulting Engineers, Inc. Civil Engineers • Surveyors • Designers | | 28101 Rockledge Way • Suite 110 Rockledge, TX 76087 (817) 455-8839 |
| PROJECT | DESIGN | DRAWN |
| 9/29/01 | ICE | ICE |
| | | APP. 28 |
| | | 2/28/02 |
| | | FILE |
| | | PRG 2009-01 |
| | | SHEET |

DUCT BANK ELECTRIC DETAILS

Council Agenda Item: #R18

SUMMARY:

Approval of a Supplemental Agreement to the Agreement for Professional Service with Icon Consulting Engineers, Inc., in the amount not to exceed \$38,750.00, for additional professional services on the Vitruvian Park Phase 1 Infrastructure project.

FINANCIAL IMPACT:

Current Design/Inspection Contract Amount: \$2,163,250.00

Additional Design Cost: \$38,750.00

Source of Funds: General Obligation Bonds for Vitruvian Park

Project Manager: Clay Barnett, P.E.

BACKGROUND:

The Agreement for Professional Services for the Vitruvian Park Phase 1 Infrastructure with Icon Consulting Engineers, Inc. in the amount not to exceed \$1,997,200.00 was authorized by the City Council on April 8, 2008. A Supplemental Agreement to the Agreement for Professional Service for the design of the four bridges in the amount not to exceed \$58,500.00 was authorized by the City Council on February 24, 2009. A second Supplemental Agreement for Professional Service for the design of the structural design elements associated with the park package in the amount not to exceed \$107,550.00. During the final design process for the park, several items were identified to be included in the professional services contract. These items include:

- An interactive fountain feature: \$13,450, services to be provided include the preparation of plans, details and specifications including civil, structural, mechanical and electrical engineering analysis and design, for an interactive fountain feature at the entrance to Vitruvian Park along Vitruvian Way.
- Bath House/Concession Stand Building: \$15,500, services to be provided include the preparation of plans, details and specifications, including architectural, civil, structural, mechanical and electrical engineering analysis and design, for an approximate 650 square foot stand along building, containing bathrooms (base upon code requirements for an amphitheatre) and a concession stand with storage capabilities.
- Construction phase services: \$9,800, include preparing bid proposal documents for fountain feature and bath house/concession stand, reviewing requests for information (RFI), shop drawings, material submittals, and change orders, periodic on-site construction observation, punch list and final review.

RECOMMENDATION:

Staff recommends that Council authorize the City Manager to enter into a Supplemental Agreement to the Agreement for Professional Service with Icon Consulting Engineers, Inc., in the amount not to exceed \$38,750.00, for additional professional services on the Vitruvian Park Phase 1 Infrastructure project.

CHANGE IN SCOPE & FEES FORM

Sent Via Email
ncline@addisontx.gov

July 27, 2009

CSF No. 3

**Ms. Nancy Cline, P.E.
Town of Addison
16801 Westgrove Drive
Addison, Texas 75001-9010**

**Re: Proposal for Additional Professional Services
Engineering and Architectural Design for
Interactive Fountain Feature And Bath House/Concession Stand Building
Vitruvian Park - Addison, Texas**

Dear Ms. Cline:

As design has progressed on the Vitruvian Park plans, an interactive fountain feature and a bath house/concession stand building have been added to the list of amenities to be constructed in the park. As such, this is our proposal to provide additional professional engineering and architectural services for the Town of Addison for the above referenced project for the design of these amenities.

SCOPE OF SERVICES

1. Interactive Fountain Feature

Services to be provided include the preparation of plans, details and specifications including civil, structural, mechanical and electrical engineering analysis and design, for an interactive fountain feature at the entrance to Vitruvian Park along Vitruvian Way. It is anticipated that the design will be similar in design to the one currently at the Fort Worth Cowgirls Museum. Services provided will also include attending owner/consultant design meetings.

2. Bath House/Concession Stand Building

Services to be provided include the preparation of plans, details and specifications including architectural, civil, structural, mechanical and electrical engineering analysis and design, for an approximate 650 square foot stand alone building, containing bathrooms (based upon code requirements for an amphitheatre) and a concession stand with storage capabilities. Services provided will also include attending owner/consultant design meetings.

3. Construction Phase Services

Construction phase services will be performed for the following:

- A. Prepare bid proposal documents and forms for the Fountain Feature and the Bath House/ Concession Stand Building.
- B. Review request for information (RFI), shop drawings, material submittals, and change orders related to the work for the Fountain Feature and the Bath House/ Concession Stand Building.
- C. Provide periodic on-site construction observation of the Fountain Feature and the Bath House/ Concession Stand Building.
- D. When the construction has been completed, perform a final review (in conjunction with Town of Addison staff) of the Fountain Feature and the Bath House/ Concession Stand Building, and provide the contractors with a punch list.
- E. Once the punch list is completed, perform a final review of completed improvements in conjunction with Town of Addison staff to verify all punch list items have been completed.

FEEES

These engineering and architectural services for the interactive fountain feature and the bath house/concession stand building design listed above will be billed under Icon Consulting Engineers, Inc. project number 5029-01. These services as described will be performed for the itemized fees shown below:

- 1. Interactive Fountain Design** - Services as described will be performed for a lump sum fee of **\$13,450**.
- 2. Bath House/Concession Stand Building Design** - Services as described will be performed for a lump sum fee of **\$15,500**.
- 3. Construction Phase Assistance** - Services as described will be performed on an hourly fee basis at our standard hourly rates with a not-to-exceed fee of **9,800**.

Please note that the fees shown above are based on a smooth project implementation and have assumed no major changes to the scope of services. Fees shown for the hourly basis elements are for budgeting purposes only and invoices will reflect the actual time incurred, up to the not-to-exceed fee shown. Should work outside the above scope of services be required, a separate proposal will be submitted to the Town of Addison for approval prior to our beginning the additional services.

REIMBURSABLE EXPENSES

Reimbursable expenses consisting of in-house reproduction charges and auto travel will be billed as a direct expense at our attached established rates. Reimbursable expenses consisting of courier services and outside reproduction charges will be billed as a direct expense at cost plus fifteen (15%) percent. Plan submittal and review fees, permit, filing and other agency fees shall be the responsibility of others, and if paid by Icon, will be billed as a direct expense at cost plus ten (10%) percent.

We at Icon Consulting Engineers, Inc. appreciate the opportunity to provide you with this proposal for professional engineering and architecture services for this project. These services will be performed as a Supplemental Agreement to the Agreement for Professional Services with Icon Consulting Engineers, Inc. currently in place for this project. If this proposal is acceptable, please sign in the space provided below and return one (1) copy to our office. Receipt of the signed agreement will serve as the notice to proceed.

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

Sincerely,



Bruce F. Dunne, P.E.

Agreed and Accepted:

Town of Addison

Signature: _____
(Authorized Representative)

Printed Name: _____

Title: _____

Date: _____