



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

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

AND / OR

WORK SESSION OF THE CITY COUNCIL

6:00 PM

OCTOBER 26, 2010

TOWN HALL

ADDISON TOWN HALL, 5300 BELT LINE, DALLAS, TX 75254
STARTING TIMES: WORK SESSION 6:00PM, REGULAR
MEETING 7:30PM

WORK SESSION

Item Discussion regarding the Police Department and Fire
#WS1 - Department ICMA study recommendations.

REGULAR MEETING

Pledge of Allegiance

Item #R1- Consideration of Old Business

Introduction of Employees

Discussion of Events/Meetings

Item #R2- Consent Agenda.

#2a- Approval of Minutes for:

10/12/2010 Regular Meeting of the City Council

#2b- Approval of annual contract with the Trinity River Authority to provide inspection, sampling and laboratory analysis on certain industries in Addison for compliance with wastewater pretreatment laws as required by the EPA.

#2c- Approval of annual contract with Dallas County Health & Human Services (DCHHS) for the Town of Addison to participate in the cost of providing public health services at reduced prices to Addison residents.

#2d- Approval of an agreement with The Waters Consulting Group, Inc., to assist Staff with the recruitment of a Fire Chief.

Item #R3 Presentation, discussion and consideration of approval of a Social Networking /Media Usage Policy amending the Town's Local Area Network, Internet and Electronic Mail usage Policy.

Attachment(s):

1. Social Networking Usage

Recommendation:

Staff recommends approval.

Item #R4 Presentation, discussion and consideration of approval of a resolution accepting the conveyance of certain land abutting Spring Valley Road and Vitruvian Way for public street right-of-way and related purposes, and accepting temporary construction easements in connection with the construction of improvements to each of Spring Valley Road and Vitruvian Way.

Attachment(s):

1. Resolution
2. Const Ease; DCO Glenwood
3. Const Ease; DCO Springhaven
4. Deed; DCO Glenwood
5. Deed (1); DCO Springhaven
6. Deed (2); DCO Springhaven

Item #R5 Presentation, discussion and consideration of approval to authorize the City Manager to execute a Construction contract with North Texas Contracting, Inc., in the amount of \$3,478,396.90 with a contract duration of 271 calendar days for the Spring Valley Road Widening Project from Woodway to Vitruvian Way including plans for Vitruvian Park Public Improvements Phase 1, Extension of Vitruvian Way.

Attachment(s):

1. Bid Tab Summary
2. Financial Impact

Recommendation:

Staff recommends approval.

Item #R6 Presentation, discussion and consideration of approval to authorize the City Manager to execute a Discretionary Service Agreement with Oncor Electric Delivery Company in the amount of \$391,685.28 for the relocation of Oncor facilities for the Spring Valley Road widening project underground.

Attachment(s):

1. Financial Impact
2. Discretionary Service Agreement
3. Electric Construction Print

Recommendation:

Staff recommends approval.

Item #R7 Presentation, discussion and consideration of approval of an Assignment and Construction Services Agreement between the Town of Addison and UDR, Inc., in the amount of \$80,045.56, for and regarding the management of the construction of certain public infrastructure (including streets, water and sanitary sewer lines, and other public infrastructure improvements) within that area of the Town generally known as Vitruvian Park (Vitruvian Park Public Infrastructure Phase 1E).

Recommendation:

Staff recommends approval.

Item #R8 Presentation, discussion and consideration of approval to authorize payment to Oncor Electric Delivery Company, LLC, in the amount of \$43,213.27 for the installation of electrical facilities to serve certain public infrastructure (including park, streetscape and other public infrastructure improvements) within that area of the Town generally

known as Vitruvian Park (Vitruvian Park Public Infrastructure Phase 1C).

Attachment(s):

1. Statement of Charges from Oncor

Recommendation:

Staff recommends approval.

Adjourn Meeting

Posted:

Lea Dunn, 10/22/2010, 5PM

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

Council Agenda Item: #WS1

AGENDA CAPTION:

Discussion regarding the Police Department and Fire Department ICMA study recommendations.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R 2a

AGENDA CAPTION:

Approval of Minutes for:

10/12/2010 Regular Meeting of the City Council

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[10-12-2010 Minutes for Regular City Council Meeting](#)

Type:

Backup Material

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

October 12, 2010

7:30 PM - Town Hall

Addison Town Hall, 5300 Belt Line Road, Dallas, TX 75254

Starting Times: Regular Meeting 7:30PM

Posted: Lea Dunn, 10/7/2010, 5PM

Council Members Present:

Chow, Clemens, Daseke, Lay, Mellow, Noble, Resnik

Absent:

None

REGULAR MEETING

Item #R1 - Consideration of Old Business

The following employees were introduced:

James Easterling with the Police Department and Modesto Orona with the Parks and Recreation Department.

There was no action taken.

Item #R2 - Consent Agenda

#2a - Approval of Minutes for:

09/21/2010 Special Meeting of the City Council

09/28/2010 Regular City Council Meeting and Work Session

A motion to Approve was made by Councilmember Blake Clemens.

The motion was seconded by Councilmember Kimberly Lay.

The motion result was: Passed

Voting Aye: Chow, Clemens, Daseke, Lay, Mellow, Noble, Resnik

Voting Nay: None

#2b - Approval of a resolution authorizing the City Manager to accept and enter into a RAMP (Routine Airport Maintenance Program) Grant Agreement between the Texas Department of Transportation and the Town of Addison, for airport improvements at

Addison Airport.

Resolution R10-025 was approved.

A motion to Approve was made by Councilmember Blake Clemens.

The motion was seconded by Councilmember Kimberly Lay.

The motion result was: Passed

Voting Aye: Chow, Clemens, Daseke, Lay, Mellow, Noble, Resnik

Voting Nay: None

#2c - Approval of a temporary employment agreement between the Town of Addison and Thomas L. Forrest.

A motion to Approve was made by Councilmember Blake Clemens.

The motion was seconded by Councilmember Kimberly Lay.

The motion result was: Passed

Voting Aye: Chow, Clemens, Daseke, Lay, Mellow, Noble, Resnik

Voting Nay: None

Item #R3 - Presentation, discussion and consideration of approval of members to the Board of Zoning Adjustment.

This Item was tabled until a future meeting.

There was no action taken.

Item #R4 - Presentation and discussion of the findings of the Feasibility Study completed for the State Energy Conservation Office (SECO) 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 and Arapaho Road.

Nancy Cline introduced Jessica Brown with Freese & Nichols, Inc. and Joe Willix with SWG Energy who made the presentation and led the discussion.

The 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 and Arapaho Road was approved.

A motion to Approve was made by Councilmember Roger Mellow.

The motion was seconded by Councilmember Kimberly Lay.

The motion result was: Passed

Voting Aye: Chow, Clemens, Daseke, Lay, Mellow, Noble, Resnik

Voting Nay: None

The meeting was adjourned.

Mayor-Joe Chow

Attest:

City Secretary-Lea Dunn

Council Agenda Item: #R 2b

AGENDA CAPTION:

Approval of annual contract with the Trinity River Authority to provide inspection, sampling and laboratory analysis on certain industries in Addison for compliance with wastewater pretreatment laws as required by the EPA.

FINANCIAL IMPACT:

No net cost to city.

BACKGROUND:

The EPA requires that businesses categorized as significant industrial users (SIUs) regarding their wastewater discharges be scrutinized by the local governing authority for compliance with federal law. Since the Trinity River Authority (TRA) treats all of the wastewater discharged from the industrially zoned areas in Addison and is the agency responsible to EPA oversight, in the interest of impartiality and credibility, we feel it is prudent to continue our relationship with TRA for EPA required services.

Since the actual expenditures to TRA are recoverable from SIUs, no monies are budgeted for this regulatory program. An enterprise account (#01-000-11505) in the Utility Fund has been created to handle this financial arrangement. For your information, we do not expect expenditures for the term of this contract to exceed \$3,500.00. Terms of contract are identical to last year. The following items are attached: a cover letter from TRA, a draft contract and a fee schedule.

RECOMMENDATION:

Staff recommends approval

COUNCIL GOALS:

Conduct the Business of the Town in a Fiscally Responsible Manner

ATTACHMENTS:

Description:

- [Cover letter from Trinity River Authority](#)
- [Annual Contract](#)
- [Fee Schedule](#)

Type:

- Cover Memo
- Exhibit
- Exhibit

Trinity River Authority of Texas



Central Regional Wastewater System

3110.500.040.100

July 12, 2010

Mr. Neil Gayden
Supervisor, Environmental Services
City of Addison
P.O. Box 9010
Addison, Texas 75001-9010

Dear Mr. Gayden:

Subject: Contract for Services - Fiscal Year 2011
Revised Technical Services Fee Schedule
Central Regional Wastewater System

The Trinity River Authority Board of Directors, in Board Action June, 2010, approved the Technical Services Fee Schedule for Fiscal Year 2011 which is in connection with all contracting work relating to the analysis of water and wastewater, industrial inspections, and/or sampling services. As in past years we propose to continue performing associated services to all Authority Contributing Parties under the provisions of a contract for services. Enclosed please find two (2) copies of the Trinity River Authority Contract for Services and Fee Schedules for Fiscal Year 2011 attached for your review and official authorization. Upon the City's approval for requested services between the City and Trinity River Authority, please return both notarized or sealed copies with Attachment A - Technical Services Fee Schedules for final execution to this office. After execution by the Authority's General Manager, one (1) original Contract for Services will be returned for your files unless otherwise noted by the City.

Please address and refer the correspondence regarding this matter to:

Trinity River Authority
Central Regional Wastewater System
6500 West Singleton Blvd.
Dallas, Texas 75212
Attention: Wm. B. Cyrus, Manager
Technical Services

6500 W. Singleton Blvd.
Dallas, Texas 75212
Metro (972) 263-2251
Admin Fax (972) 331-4412
Lab Fax (972) 331-4414

July 12, 2010
FY-2011 Contract for Services
Page 2

To coordinate our efforts accordingly, the Authority requests the approval of the contract to begin on October 1, 2010, and terminate on date specified by the contracting party in Section VI. Please note that the contract may now be greater than one (1) year at the contracting party's preference.

Also enclosed are additional copies of our Board Approved Fiscal Year 2011 Services Fee Schedule for your use and files. The service fees are effective December 1, 2010 through November 30, 2011. Historically the fee schedule for these services is derived annually from the direct costs of performing each test, including manpower, materials, supplies, and equipment costs. Additionally, the cost associated with maintaining quality assurance is included in the cost of the test.

Should you have any questions concerning this contract or changes in fee schedule, please contact this office at your convenience.

Sincerely,

A handwritten signature in black ink that reads "Wm. B. Cyrus". The signature is written in a cursive style with a long horizontal flourish extending to the right.

WM. B. CYRUS
Manager, Technical Services

BC/mlt

Enclosures

CONTRACT FOR TECHNICAL SERVICES

I. CONTRACTING PARTIES

The Receiving Agency: **Town of Addison**, whose authorized address is:

**PO Box 9010
16801 Westgrove Dr.
Addison, Texas 75001
Attn: Neil Gayden, RS Environmental Services Official**

The Performing Agency: Trinity River Authority of Texas, whose authorized address is 5300 South Collins, P. O. Box 240, Arlington, Texas 76004-0240, Attention: Danny F. Vance, General Manager (or his designated representative).

II. STATEMENT OF SERVICES TO BE PERFORMED

In order to discharge the responsibilities associated with the enforcement of Federal, State, and City regulations, the Receiving Agency requires services of a laboratory qualified to perform water and wastewater analysis, and of personnel to conduct industrial inspection and/or sampling services, such services detailed in Section A, Subsection(s) **1, 2 & 3**, below.

A. PERFORMANCE OF SERVICES

1. Industrial Inspection Services

In keeping with the foregoing, the Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform industrial inspection services within the parameters listed on the attached schedule sheet.

The Performing Agency (Trinity River Authority of Texas) shall perform all Industrial Pretreatment Inspections, review permit applications and prepare for submittal Permits to Discharge Industrial Wastes to the Sanitary Sewer in accordance with procedures established by the Trinity River Authority of Texas in accordance with 40 CFR Part 403.8. Industrial Pretreatment Inspections, Application reviews and Permit preparations and submittals shall be in compliance with the Receiving Agency's Industrial Waste Ordinances, Sewer Ordinances Numbers **003-003**, and EPA General Pretreatment Regulations for Existing and New Sources. Records of Inspections, Applications and Permits shall be maintained as required by EPA General Pretreatment Regulations, 40 CFR Part 403.12.

2. Industrial Sampling Services

In keeping with the foregoing, the Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform industrial sampling services within the parameters listed on the attached schedule sheet and in accordance with the Receiving Agency's Industrial Waste Ordinances and Sewer Ordinances Numbers **_003-003**.

The Performing Agency (Trinity River Authority of Texas) shall perform all sample collections, sample preservation, and maintenance of chain-of-custody records in accordance to the approved procedures set forth in Test Methods for Evaluating Solid Waste, EPA Manual SW-846, Methods for Chemical Analysis of Water and Wastes,

EPA Manual EPA-600/4-79-020, and the Handbook for Sampling and Sample Preservation of Water and Wastewater, EPA Manual EPA-600/4-82-029. The samples shall be properly collected, preserved and delivered by the Performing Agency to the Performing Agency's laboratory located at 6500 West Singleton Blvd., Dallas, Texas. When feasible flow or time composited sampling will be conducted. When composited sampling is not feasible, grab sampling will be appropriate.

3. Analytical Services

In keeping with the foregoing, the Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform analytical services within the parameters listed on the attached schedule sheet.

The Receiving Agency will collect samples and deliver them to the laboratory for analysis. It is understood that these samples will be properly collected and preserved in accordance with applicable sections of A Practical Guide to Water Quality Studies of Streams, Federal Water Pollution Control Administration publication and Methods for Chemical Analysis for Water and Wastes, EPA manual, as well as the latest edition of Standard Methods for the Examination of Water and Wastewater. Additionally, requirements set by the National Environmental Laboratory Accreditation Conference will be followed as mandated by the Texas Commission on Environmental Quality for state accreditation. A chain-of-custody procedure shall be maintained in the field and the laboratory in accordance with procedures to be established by the Receiving Agency. The Receiving Agency will furnish chain-of-custody.

The Performing Agency (Trinity River Authority of Texas) will perform all analyses according to the approved procedures set forth in Standard Methods for the Examination of Water and Wastewater, current edition or the latest edition of Methods for Chemical Analysis of Water and Wastes, EPA manual. Additionally, requirements set by the National Environmental Laboratory Accreditation Conference will be followed as mandated by the Texas Commission on Environmental Quality for state accreditation. Samples will be analyzed by these methods on the production basis, to include appropriate analytical quality assurance procedures. Records will be kept for documentation of the Performing Agency's quality assurance program and copies will be available to the Receiving Agency upon request. Unusual interferences and problems will be reported to the Receiving Agency at its authorized address noted above. Research into specific techniques to overcome these difficulties will be undertaken when practical, and by mutual agreement. The chain-of-custody sheet submitted with each sample will designate the particular analysis or analyses to be made of each sample submitted. The laboratory will be operated in such a manner as to insure the legal sufficiency of the sample handling; analytical and reporting procedures; and to remedy effects in the procedures should such be discovered.

The various laboratory personnel shall be directed upon receipt of written notice from the Receiving Agency 72 hours in advance, to appear and testify in enforcement actions. In such event, travel and per diem expenses for such employees shall be paid by the Receiving Agency. Travel and per diem for court appearances hereunder shall be based on current State laws.

Receiving Agency may deliver to Performing Agency samples for analysis separate and apart from those samples collected by the Performing Agency. When the Receiving Agency delivers samples to the Performing Agency for analysis, the Receiving Agency shall indicate the nature and extent of the analyses it desires to be conducted. Performing Agency shall not be responsible for the manner of collection or chain-of-custody or sheets which are matters entirely outside Performing Agency's

control. Performing Agency shall receive, log and perform such analyses of samples in accordance with that part of the chain-of-custody procedures identified as Transfer of Custody and Storage attached hereto.

Samples analyzed to maintain the normal quality assurance program which the Performing Agency presently maintains in its laboratory will be charged to the Receiving Agency at the same rate as submitted samples.

B. TERMINATION

Either party to this Contract may terminate the Contract by giving the other party thirty (30) days notice in writing at their authorized address as noted previously. Upon delivery of such notice by either party to the other and before expiration of the thirty (30) day period, the Performing Agency will proceed promptly to cancel all existing orders, contracts, and obligations which are chargeable to this Contract. As soon as practicable after notice of termination is given, the Performing Agency will submit a voucher for work performed under this Contract through its termination. The Receiving Agency will pay the Performing Agency for the work performed less all prior payments. Copies of all completed or partially completed reports, documents, and studies prepared under this Contract will be delivered by the Performing Agency to the Receiving Agency when and if this Contract is terminated prior to the completion of the prescribed work.

C. AMENDING THE CONTRACT

The parties hereto without invalidating this Contract may alter or amend this Contract upon advance written agreement of both parties to exclude work being performed or to include additional work to be performed and to adjust the consideration to be paid hereunder by virtue of alterations or amendments.

III. BASIS FOR CALCULATING REIMBURSABLE COSTS

The financial basis for calculating reimbursable costs shall be as stated in Attachment A, said attachment A shall be revised and updated annually. A cost analysis shall be prepared each year by the Trinity River Authority of Texas and shall be approved by the Trinity River Authority of Texas Board of Directors prior to effective date of said revision.

The expenditures by the Trinity River Authority of Texas of funds paid to it under this Contract shall be subject to such State or Federal audit procedures as may be required by law and by accepted practices of the State or Federal auditor, or both, if requested. The Trinity River Authority of Texas shall be responsible for maintaining books of account that clearly, accurately and currently reflect financial transactions. The financial records must include all documents supporting entries on the account records which substantiate costs. The Trinity River Authority of Texas must keep the records readily available for examination for a period of three (3) years after the close of the last expenditure.

Reimbursement for the inspection, sampling, and/or analytical costs, and cost for any travel and per diem expenses shall not exceed **Three Thousand Five Hundred Dollars (\$3,500)** for the period of this Contract.

IV. CONTRACT AMOUNT

The total amount of this Contract shall not exceed **Three Thousand Five Hundred Dollars (\$3,500)** nor be less than **One Thousand Five Hundred Dollars (\$1,500)**, per annum, unless mutually agreed by the parties hereto.

V. PAYMENT FOR SERVICES

The Performing Agency shall bill the Receiving Agency monthly for services performed. Charges for these services shall be based on the attached cost schedules.

The Receiving Agency shall pay the monthly billings of the Performing Agency within thirty (30) days of their receipt.

VI. TERM OF CONTRACT

This Contract is to begin **October 1, 2010** and shall terminate **September 30, 2011**, subject to Section II, paragraph B of this contract.

VII. INTERLOCAL AGREEMENT

Inasmuch as the Receiving Agency and the Performing Agency are political subdivisions of this state, and inasmuch as the testing of water and wastewater are critical to the maintenance of public health and such testing is therefore, a governmental function and service, this contract shall be deemed authorized by the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

Receiving Agency:

CITY OF _____

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____
(SEAL)

Performing Agency:

TRINITY RIVER AUTHORITY OF TEXAS

BY: _____

GENERAL MANAGER

DATE: _____

ATTEST: _____
(SEAL)

CHAIN-OF-CUSTODY PROCEDURES

Sample Collection and Shipment

1. To the maximum extent achievable, as few people as possible should handle a sample.
2. Stream and effluent samples should be obtained using standard field sampling techniques and preservation procedures.
3. Chain-of-Custody sheets should be attached to each sample at the time it is collected. Sample containers must be appropriate for requested testing with appropriate preservation and legibly labeled.
The tag or sheet contains basically laboratory (requested parameters) information; however, certain identifying items including City, City Code, Contact Name and Phone Number, Type Sample Matrix, Material Sampled, and Method of Preservation must be completed by the field personnel collecting the sample.
In completing the Chain-of-Custody tag or sheet, care should be utilized to insure that all necessary information is correctly and legibly entered onto the form. A black ballpoint with water proof ink should be used at all times.
4. During shipment, samples should be appropriately cooled. TRA lab receiving technician will check temperature.

Transfer of Custody and Storage

1. All samples should be handled by the minimum possible number of persons.
2. All incoming samples shall be received by the laboratory technician or his alternate, and logged into a database. Information to be entered into the database shall include the client sample number, date received, source, time(s) sampled, date(s) sampled, and analyses requested and comments from the Chain of Custody.
3. Promptly after logging, the custodian technician will distribute the sample to an analyst or place the sample in the secure sample vault, which will be locked at all times except when samples are removed or returned by analysts. The sample will be tracked internally in the lab.
4. Samples shall be kept in the sample storage security area at all times when not actually being used by analysts, such as during overnight absences. The technician shall ensure that heat-sensitive samples, or other sample materials having unusual physical characteristics, or requiring special handling, are properly stored and maintained.
5. A log of sample removal and replacement will be kept in the secure sample vault and be retained as a permanent record of the laboratory.
6. The original Chain of Custody and a Sample Evaluation/Variance record shall be sent by the laboratory to the appropriate Receiving Agency control point as part of the final data report.

EXHIBIT A

TECHNICAL SERVICES FEE SCHEDULE

FOR

LABORATORY ANALYSES,

INDUSTRIAL INSPECTIONS

AND

INDUSTRIAL SAMPLING

FISCAL YEAR 2011

December 1, 2010 through November 30, 2011

NELAP CERTIFICATE T104704287-09-TX

CHEMICAL ANALYSES

Liquid Samples

Alkalinity:	
Total (*) (**)	\$10.75
Phenolphthalein	\$10.85
Bicarbonate	\$14.93
Carbonate	\$16.00

Biochemical Oxygen Demand:	
5-Day (*)	\$26.90
5-Day Carbonaceous (*)	\$27.60
5-Day Filtered (Dissolved)	\$35.00
7-Day	\$32.00
Extra Dilution (Each)	\$ 2.50

Chlorophyll "a"	\$17.35
Chlorophyll "a" and Pheophytin	\$22.55
Chemical Oxygen Demand (*)	\$15.00
Chloride (*)	\$12.00
Conductance, Specific (*) (**)	\$ 9.00

Cyanide	
Total (*)	\$38.50
Amenable to Chlorination (*)	\$50.00
Fluoride, Total (**)	\$12.00
Glycols	\$13.50
Hardness (*) (**)	\$15.25

Nitrogen:	
Ammonia (*)	\$12.80
Ammonia by Distillation (*)	\$20.50
Kjeldahl, Total (*)	\$23.00
Nitrate (*)	\$12.00
Nitrite (*)	\$12.00
Organic	\$46.70

Oil and Grease (*)	\$51.00
--------------------	---------

Organic Carbon:	
Dissolved	\$18.00
Total (*) (**)	\$16.50

pH (*)	\$ 9.40
--------	---------

Solid Samples

Ammonia (***)	\$29.80
Chemical Oxygen Demand	\$35.00
Nitrogen, Kjeldahl, Total	\$28.00
Phosphorus, Total (***)	\$25.00
pH (***)	\$13.00
Percent Solids, Total and Volatile	\$13.00
Mercury (***)	\$53.50
Metals Preparation	\$29.25

Phosphorus:	
Ortho (*)	\$11.50
Total (*)	\$22.00

Solids:	
Total (TS)	\$13.00
Total Dissolved (TDS) (*)	\$18.70
Total Suspended (TSS) (*)	\$18.25
Volatile Suspended (VSS) (*) (after TSS)	\$ 8.40

Sulfate (*)	\$12.00
Sulfide	\$16.50
Surfactants - MBAS	\$34.56
Turbidity (*) (**)	\$10.00
UV254	\$19.50

Mercury (*) (**)	\$22.70
------------------	---------

Metals (EPA 200.8) (*) (**) (***)	\$12.00 each
Aluminum	Lead
Arsenic	Manganese
Antimony	Molybdenum
Barium	Nickel
Beryllium	Selenium
Boron	Silver
Cadmium	Thallium
Chromium	Tin
Cobalt	Vanadium
Copper	Zinc
Iron	

Minerals (*)	\$12.00 each
Calcium	
Magnesium	
Potassium (***)	
Silica	
Sodium	

NELAC Accreditation
 *Non-Potable Water
 **Drinking Water
 *** Solids

MICROBIOLOGICAL ANALYSES

Drinking Water:

Total Coliform (MMO/MUG) (**)	\$ 13.75
Heterotrophic Plate Count	\$ 15.75

Other:

Coliform, Fecal (Membrane Filter) (*)	\$ 15.25
Coliform, Fecal (MPN) (***)	\$ 45.00
Coliform, Total (MPN-Q Tray)	\$ 16.50
E. Coli (MPN-Q Tray) (*)	\$ 16.50
Streptococcus, Fecal (Membrane Filter) (*)	\$ 15.65
Heterotrophic Plate Count	\$ 15.75
Microscopic General Examination	\$ 19.80

TRACE ORGANIC (GC-GC/MS) ANALYSES

EPA 624 (*)	
14 Day (preserved)	\$120.00
3 Day (unpreserved)	\$220.00
BTEX (only)	\$105.00
Trip Blanks	\$ 55.00
EPA 625(*)	
Total Semi-Volatiles	\$320.00
EPA 525	
Atrazine	\$125.00

Pesticides/PCB

Extraction/Preparation	
Liquids	\$100.00
Solids	\$100.00
EPA 608 (*)	
Full List	\$ 88.80
Chlorinated Pesticides (only)	\$ 85.50
PCB (only)	\$ 95.00
EPA 8141	
Diazinon	\$ 88.80
EPA 8082	
Polychlorinated Biphenyls (PCB)	\$ 95.00

BY QUOTE

Chromium Hexavalent
Oil and Grease (solids)
Organophosphate Pesticide
Phenols
TCLP Metals
TCLP Organic Compounds
Total Petroleum Hydrocarbons (solids and liquids)

TOXICITY TESTING

Chronic, <u>C. dubia</u> (3 Brood) (*)	\$742.00
Chronic, <u>P. promelas</u> (Fathead Minnow – 7 Day) (*)	\$742.00
24 hr. Acute <u>C. dubia</u> (*)	\$238.00
24 hr. Acute <u>P. promelas</u> (Fathead Minnow) (*)	\$238.00
48 hr. Acute <u>C. dubia</u>	\$424.00
48 hr. Acute <u>P. promelas</u> (Fathead Minnow)	\$424.00

NELAC Accreditation
*Non-Potable Water
**Drinking Water
*** Solids

INDUSTRIAL PRETREATMENT SERVICES

SAMPLING

Composite Sample	\$ 100.00
Additional Composite Sample	\$ 35.00
Grab Sample	\$ 50.00
Additional Grab Sample	\$ 10.00
Field pH	\$ 5.50
Field Measurement	\$ 10.00
Field Surveillance Event	\$ 240.00
pH or DO only	\$ 50.00
Sampling Event Cost for a Failed Sample	\$ 50.00
Industry Split Sample	\$ 25.00
Boat Fee	\$ 40.00

- ~Grab Sampling
- ~Delivery to TRA Laboratory
- ~Field Testing Available
- ~Sample Preservation
- ~Proper Chain of Custody

INSPECTION

On-Site	\$ 105.00
On site unpermitted	\$ 90.00
Permit Preparation (New)	\$ 150.00
Permit Renewal	\$ 95.00

- ~Installation of Automatic Composite Samplers
- ~Verification of Application Data
- ~Consultation with Industries on Industrial Pretreatment
- ~Chemical Inventory Review
- ~Industry Split Sampling

NELAC Accreditation
*Non-Potable Water
**Drinking Water
*** Solids

GENERAL SERVICE INFORMATION

1. Effective Date: December 1, 2010. All prices listed are per sample and subject to review.
2. All analyses are performed in accordance with "Standard Methods for the Examination of Water and Wastewater," 20th Edition, 1998 or most recent approved and/or EPA "Manual of Methods for Chemical Analysis of Water and Wastes," 1983 and the "3rd Edition of Solid Waste Manual SW 846."
3. Prices include a 10 percent charge added to the analyses cost to maintain the normal quality assurance program.
4. Standard turn-around time is considered 15 business days for most testing. Priority is half of the standard time. Customer requiring PRIORITY turn-around time will be billed at one and one-half (1 ½) times the routine rate. Customer requiring RUSH turn-around time will be billed at two times the normal rate. It is recommended to call in advance of sample submission or inquire at the time of submission for estimated turn-around time.
5. The Laboratory will follow instructions as stated on the Chain-of-Custody submitted with samples. The Customer may be contacted by the lab representative on any variance issues and written instruction may be requested concerning the variance.
6. For EPA624 VOC 3 day analysis, do not lower the pH of the sample.
7. Sampling supplies will be provided upon request at a reasonable charge. Bacteriological sampling supplies are included in the cost of analyses.
8. Samples should be delivered to the laboratory before 4:00 p.m. on weekdays. Samples cannot be accepted on weekends or holidays unless special arrangements are made in advance. Bacteriological samples should be delivered prior to 2:00 p.m. unless special arrangements are made in advance. For after-hour samples, please call and arrange for leaving in cold storage vault with analyses request form.
9. A monthly invoice for completed analyses is mailed the following month.
10. Laboratory hours are weekdays 7:00 a.m. to 4:30 p.m. To contact the lab about emergency samples use the number below.
11. Environmental Field, Engineering Field and Pretreatment Services office hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. For after-hour emergencies, leave message with computer operator.
12. Environmental Field and Engineering Field Services are requested to be scheduled a minimum of 72 hours in advance.
13. Laboratory Certificate Number T104704287-10-2.

FOR MORE INFORMATION, CONTACT:

METRO: (972) 263-2251

FAX: (972) 975- 4414

WILLIAM B. CYRUS

**Manager
Technical Services**

**CRAIG HARVEY
Laboratory Division
Chief**

**JENNIFER MOORE
Pretreatment
Coordinator**

**JOHN HERNDON
Environmental Service
Coordinator**

**CATHY SIEGER
Quality Assurance
Coordinator**

**MARK ORBECK
Technical Services Engineer**

NELAC Accreditation
*Non-Potable Water
**Drinking Water
*** Solids

Council Agenda Item: #R 2c

AGENDA CAPTION:

Approval of annual contract with Dallas County Health & Human Services (DCHHS) for the Town of Addison to participate in the cost of providing public health services at reduced prices to Addison residents.

FINANCIAL IMPACT:

\$5,751.00.

BACKGROUND:

Since the Town of Addison does not offer public health services in-house (i.e. immunizations, sexually transmitted disease screening, etc.), we enter into an annual contract each year with DCHHS to make available and defray some of the costs of certain health services for less fortunate residents. The following items are attached: a cover letter from Dallas County and a draft contract obligating the Town of Addison for payment of \$5,751. The contract language and costs are identical to last year.

Historically, contract costs for participating municipalities have been linked to the number and types of services accessed by resident in each community during the previous fiscal year. Recently, DCHHS has adopted a "fair share" philosophy that causes contract amounts to be identical to previous years.

In addition to draft contract and cover letter, please find a fee schedule and other exhibits of interest.

RECOMMENDATION:

Staff recommends approval

COUNCIL GOALS:

Provide Superior Public Safety, Customer Service, Social and Health Services to the Community, Work to instill a "Sense of Community" in Addison's residents

ATTACHMENTS:

Description:

[Cover letter from Dallas County](#)

Type:

Cover Memo

- [Annual Contact](#)
- [Fee Schedule](#)
- [Additional Exhibits](#)

Exhibit
Exhibit
Exhibit



DALLAS COUNTY
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION

ZACHARY S. THOMPSON, M.A.
DIRECTOR

July 2, 2010

Honorable Joe Chow
Mayor of the Town of Addison
P.O. Box 9010
Addison, TX 75001

Dear Mayor Chow:

Enclosed please find the **FY'11** contract for **Health Services** between your city and the Dallas County Department of Health and Human Services. The contract cost is based on the FY'10 contract amount.

Please present this contract to your city council for their approval and return all signed copies to Dallas County Department of Health and Human Services. If our services are required in presenting the agreement to your council, we will be more than happy to assist you. Also enclosed is a copy of the **FY'11 Exhibits A, B, C, and D**. If you would like to receive an electronic version of the FY'11 contract for Health Services, please email Pamela Dorrrough at pdorrrough@dallascounty.org. Thank you for your continued support for quality health care for the citizens of Dallas County.

Should you have any questions, please feel free to contact Denise Cherry at (214) 819-2104.

Sincerely,

A handwritten signature in black ink that reads "Zachary Thompson".

Zachary Thompson
Director

enclosures

xc: Denise Cherry, Program Monitor

2377 Stemmons Freeway Dallas, Texas 75207-2710
Suite 600 LB-12

(214) 819-2100 Office
(214) 819-6012 Fax

THE STATE OF TEXAS § INTERLOCAL HEALTH SERVICES
 § AGREEMENT BETWEEN DALLAS COUNTY,
 § ON BEHALF OF DALLAS COUNTY HEALTH
COUNTY OF DALLAS § AND HUMAN SERVICES, AND THE TOWN
 § OF ADDISON, TEXAS

1. PARTIES

Whereas, Dallas County (“County”) has offered to provide certain health services to the various cities throughout Dallas County on a contract for services basis; and

Whereas, the Town of Addison, Texas (“Town”) desires to participate with County in establishing coordinated health services for Town and County; and

Whereas, County will operate certain health services for the residents of Town in order to promote the effectiveness of local public health programs; and

Whereas, the cooperative effort will allow cities located within Dallas County to participate in providing public health services for their residents; and

Whereas, such cooperative effort serves and further the public purpose and benefit the citizens of County as a whole.

Now therefore, County, on behalf of Dallas County Health and Human Services (“DCHHS”), enters into this Agreement (“Agreement”) with Town, pursuant to the authorities of the Texas Health and Safety Code Chapter 121, the Texas Government Code Chapter 791, and other applicable laws for health services to Town.

2. HEALTH SERVICES TO BE PERFORMED

A. County agrees to operate the Dallas County Health Services Program (“Program”), which will include the following health services:

- 1) Tuberculosis Control Services: providing preventive, diagnostic treatment, and epidemiological services;
- 2) Sexually Transmitted Disease Control Services: consisting of education to motivate people to use preventive measures and to seek early treatment, prophylaxis, epidemiological investigation, and counseling in accordance with County policy;
- 3) Communicable Disease Control Services: providing information concerning immunization and communicable diseases and coordinating with the Texas Department of State Health Services (“DSHS”) in monitoring communicable diseases;

- 4) Laboratory Services: performing chemical, biological, and bacteriological analysis and tests on which are based diagnosis of disease, effectiveness of treatment, the quality of the environment, the safety of substance for human consumption, and the control of communicable disease;

B. County agrees to provide to Town, in accordance with state and federal law, the following public health services:

- 1) Immunizations;
- 2) Child health care;
- 3) High risk infant case management; and
- 4) Home visits.

County also agrees to work with Town in order to decentralize clinics and to plan and provide for desired services by Town; however, any other services that Town requires, in addition to the above mentioned services, may result in additional fees to Town.

C. County agrees to charge a sliding fee based on ability to pay to all residents of every municipality, including Town, in Dallas County. The fees charged by County for the services listed in Section 2A of this Agreement will be used to offset the Town's Program costs for the next Agreement Term. A schedule of fees to be charged by County is set out in "Exhibit A" attached hereto and incorporated herein for all purposes.

D. County agrees that the level of service provided in the Program for Town will not be diminished below the level of service provided to Town for the same services in the prior Agreement Term except as indicated in Section 2E of this Agreement. For purposes of Section 2E, level of service is measured by the number of patient visits and number of specimens examined. County will submit to Town a monthly statement, which will also include the number of patient visits and number of specimens examined during the preceding month.

E. The possibility exists of reductions in state and federal funding to the Program that could result in curtailment of services if not subsidized at the local level. County will notify Town in writing of any amount of reduction, and any extent to which services will be curtailed as a result. The notice will also include an amount that Town may elect to pay to maintain the original level of services. Town will notify County in writing no later than fourteen (14) calendar days after the date of Town's receipt of the notice of funding reduction as to Town's decision to pay the requested amount or to accept the curtailment of service. If Town elects to pay the requested amount, payment is due no later than forty-five (45) calendar days after the date of the notice of funding reduction.

3. BUDGET

- A. County agrees to submit to Town by July 31st of each year a proposed budget describing the proposed level of services for the next Agreement Term;
- B. For the Term of this Agreement County agrees to provide the services listed in Section 2 of this Agreement at the level of services and for the amount stated in Exhibit D, which is attached hereto and incorporated herein for all purposes;
- C. Town shall pay to County for the Term of this Agreement the amount stated in Exhibit D, Five thousand seven hundred fifty one and 00/100 Dollars (\$5,751.00), which is the agreed upon amount of Town's share of the total cost of the Program less federal and state funding.
- D. In lieu of paying the actual dollar amount stated in this Agreement, Town has the option, to the extent authorized by law, ordinances or policy, of making a request to negotiate for in-kind services that are equal in value to the total amount.
- E. This Agreement is contingent upon Town's appropriation of funds, or ability to perform in-kind services as described in Section 3D of this Agreement, for the services set forth herein. In the event Town fails to appropriate such funds, or provide in-kind services, County shall not incur any obligations under this Agreement.

4. ASSURANCES

- A. County shall operate and supervise the Program.
- B. Nothing in this Agreement shall be construed to restrict the authority of Town over its health programs or environmental health programs or to limit the operations or services of those programs.
- C. Town agrees to provide to County or assist County in procuring adequate facilities to be used for the services under this Agreement. These facilities must have adequate space, waiting areas, heating, air conditioning, lighting, and telephones. None of the costs and maintenance expenses associated with these facilities shall be the responsibility of County and County shall not be liable to Town or any third party for the condition of the facilities, including any premise defects.
- D. Town and County agree that other cities/towns/municipalities may join the Program by entering into an agreement with County that contains the same basic terms and conditions as this Agreement.
- E. Each party paying for the performance of governmental functions or services under this Agreement must make those payments from current revenues available to the paying party.

5. FINANCING OF SERVICES

- A. The health services provided under this Agreement will be financed as follows:
- 1) Town and County will make available to the Program all appropriate federal and state funds, personnel, and equipment to provide the health services included under this Agreement and will use best efforts to cause these funds and resources to continue to increase.
 - 2) Town shall pay to County, or provide in-kind services, its share of budgeted costs that are in excess of the federal and state funding for providing the health services under this Agreement. Budgeted costs shall not exceed those reflected in Exhibit D for the appropriate Agreement Term.
- B. Town has elected to pay to County a lump sum payment for the Term the amount stated in Exhibit D.
- C. Any payment not made within thirty (30) calendar days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.
- D. Town and County agree that no more than ten percent (10%) of the Town's cost of participating in the Program will be used for administration of the Program.

6. TERM

This Agreement shall be effective from October 1, 2010 through September 30, 2011 ("Term"), unless otherwise stated in this Agreement.

7. TERMINATION

- A. Without Cause: This Agreement may be terminated in writing, without cause, by either party upon thirty (30) calendar days prior written notice to the other party.
- B. With Cause: Either party may terminate the Agreement immediately, in whole or in part, at its sole discretion, by written notice to the other party, for the following reasons:
- 1) Lack of, or reduction in, funding or resources;
 - 2) Non-performance;
 - 3) The improper, misuse or inept use of funds or resources directly related to this Agreement;
 - 4) The submission of data, statements and/or reports that is incorrect, incomplete and/or false in any way.

- C. In the event of any such termination, County shall refund to Town a pro-ratable portion of Town's lump sum payment made to County hereunder in accordance with the following formula: Amount of Town's Payment x Number of Months Remaining in Fiscal Year (excluding the month of termination) ÷ 12.

8. RESPONSIBILITY

County and Town agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to County or Town or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

9. INSURANCE

Town and County agree that they will, at all times during the Term of this Agreement, maintain in full force and effect insurance or self-insurance to the extent permitted by applicable laws. Town and County will be responsible for their respective costs of such insurance, any and all deductible amounts in any policy and any denials of coverage made by their respective insurers.

10. ACCESS TO RECORDS RELEVANT TO PROGRAM

Town and County agree to provide to the other upon request, copies of the books and records relating to the Program. Town and County further agree to give Town and County health officials access to all Program activities. Both Town and County agree to adhere to all applicable confidentiality provisions, including those relating to Human Immunodeficiency Virus (HIV) and Sexually Transmitted Disease (STD) information, as mandated by federal and State law, as well as by DSHS.

11. NOTICE

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person by a reputable courier service or mailed by Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given, if by courier, at the time of delivery, or if by mail, three (3) business days subsequent to the deposit of the notice in the United States mail in accordance herewith. The names and addresses of the parties' hereto to whom notice is to be sent are as follows:

Zachary Thompson, Director
Dallas County Health & Human Services
2377 N. Stemmons Freeway, LB 12
Dallas, TX 75207-2710

Lea Dunn, Town Secretary
Town of Addison
PO. Box 9010
Addison, TX 75001-9010
(972) 450-2881

12. IMMUNITY

This Agreement is expressly made subject to County's and Town's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that Town or County has by operation of law or otherwise. Nothing in this Agreement is intended to benefit any third party beneficiary.

13. COMPLIANCE WITH LAWS AND VENUE

In providing services required by this Agreement, Town and County must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and exclusive venue shall lie in Dallas County, Texas.

14. AMENDMENTS AND CHANGES IN THE LAW

No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

15. ENTIRE AGREEMENT

This Agreement, including all Exhibits and attachments, constitutes the entire agreement between the parties hereto and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written.

16. BINDING EFFECT

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

17. GOVERNMENT FUNDED PROJECT

If this Agreement is funded in part by either the State of Texas or the federal government, County and Town agree to timely comply without additional cost or expense to the other party, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision or other State or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Agreement.

18. DEFAULT/CUMULATIVE RIGHTS/MITIGATION

In the event of a default by either party, it is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Both parties have a duty to mitigate damages.

19. FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained herein, the obligations of County and Town under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the Term of the Agreement and any extensions thereto. Town and County shall have no right of action against the other party in the event the other party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future Agreement Terms. In the event that County or Town is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, each party, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to the other party at the earliest possible time.

20. COUNTERPARTS, NUMBER/GENDER AND HEADINGS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

21. PREVENTION OF FRAUD AND ABUSE

Town and County shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or program abuse involving County or Town's employees or agents shall be reported immediately for appropriate action. Moreover, Town and County warrant to be not listed on a local, county, State or federal consolidated list of debarred, suspended and ineligible contractors and grantees. Town and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. Each party shall, upon notice by the other party, refund their respective expenditures that are contrary to this Agreement.

22. AGENCY / INDEPENDENT CONTRACTOR

County and Town agree that the terms and conditions of this Agreement do not constitute the creation of a separate legal entity or the creation of legal responsibilities of either party other than under the terms of this Agreement. County and Town are and shall be acting as independent contractors under this Agreement; accordingly, nothing contained in this Agreement shall be construed as establishing a master/servant, employer/employee, partnership, joint venture, or joint enterprise relationship between County and Town. Town and County are responsible for their own acts, forbearance, negligence and deeds, and for those of their respective officials, agents or employees in conjunction with the performance of work covered under this Agreement.

23. SEVERABILITY

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

24. SIGNATORY WARRANTY

Each person signing and executing this Agreement does hereby warrant and represent that such person has been duly authorized to execute this Agreement on behalf of Town or County, as the case may be.

[SIGNATURE PAGE SHALL FOLLOW]

Executed this _____ day of _____ 2010.

COUNTY:

TOWN:

By: Jim Foster
Dallas County Judge

By: _____
Town Manager/Mayor

Recommended:

Attested:

By: Zachary Thompson
Director, DCHHS

By: Lea Dunn
Town Secretary

Approved as to Form*:

Approved as to Form:

By: Gordon Hikel
Chief, Civil Division
Assistant District Attorney

By: _____
Town Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

FY'2011 FEE SCHEDULE

EXHIBIT A

SEXUALLY TRANSMITTED

Treatment	\$20 - \$45 (Sliding Scale)
Blood Drawing	\$5
Cryotherapy	\$15
Chemical Lesion Reduction	\$45
Medical Records Copies	\$5 each

CRIMINAL TESTING

Blood Draws	\$38
Buccal Swabs	\$38

TUBERCULOSIS

TB Testing-Level I (Office Visit)	\$30
TB Testing-Level II (QuantiFeron)	\$50
Chest X-Ray Copies	\$5

Comprehensive TB Testing & Evaluation (Incl. Chest X-ray)	\$80
---	------

LABORATORY

Wet Prep	\$6 each
Gram Stain	\$6 each
GC Culture	\$14 each
RPR	\$11 each
GEN Probe GC Screen	\$47 each
GEN Probe CT Screen	\$47 each
HIV Test	\$15 each
HIV Test - Rapid	\$20 each
Salmonella/Shigella	\$16 each
TB Culture & Concentration	\$25 each
TB Identification	\$15 each
TB Susceptibility	\$31 each
TB Acid Fast Stain	\$ 8 each

MTD Testing for TB	\$40/ each
Pregnancy Test	\$20 each
Urinalysis	\$15 each
Dark Field	\$16 each
Chancroid Culture	\$10 each
Herpes Culture	\$38 each
Herpes Type 1 & 2 Serology	\$50 each
Group A Strep	\$14 each
<i>Urine Screen:</i>	
Neisseria Gonorrhoeae	\$47 each
Chlamydia Trachomatis	\$47 each
Lead Screen	\$10 each
Staphylococcus/Aureus Culture	\$17 each

NURSING SERVICE

Hepatitis A Havrix	\$50/Injection
Hepatitis B Vaccine	\$165/Series
Twinrix	\$65/Injection
HDCV (IM) Rabies	\$555/Series
HDCV (ID) Rabies	\$270/Series
Pneumococcal	\$50/Injection
Adacel (Pertusis)	\$55/injection
Hepatitis C Screening	\$35/Test
Japanese Encephalitis	\$345/Series
Meningococcal Vaccine	\$120/Injection
Typhoid (Polysaccharide)	\$65/Injection
Typhoid (Oral)	\$50/box
Varivax	\$100/Injection
Yellow Fever Vaccine	\$90/Injection
Boostrix Vaccine	\$45/Injection
HIB	\$45/injection

Influenza Vaccine	\$20/Injection
MMR	\$70/Injection
TD	\$40/Injection
IPV	\$45/Injection
Menactra	\$115/Injection
Zostavax (Shingles)	\$165.00/Injection
Gardasil (HPV)	\$145.00/Injection

Immunization/VFC Program:

DPT,DT,Hib,	\$5/Per child
Well Baby	\$5/Visit
Diabetic Testing	\$5/Test

Records:

Immunization Record	\$5 each
Foreign Travel Yellow Card	\$5 each

Rabies Administrative Fee/

Serves State Vaccine	\$25
Foreign Travel Office Visit Fee	\$25

ENVIRONMENTAL HEALTH

Septic Tank Inspection	#\$310/Commercial/Business
	#\$260/Residential
Septic Tank Re-inspection	\$35/Residential
	\$85/Commercial
Food Establishment Inspection	\$150/yr./establishment
Half-Way Houses & Boarding Homes, Residential	\$75/plus \$25 for each additional unit on site
Mosquito Spraying for Non-contracting cities	\$185/ per hour
Water Sample	\$50
Mosquito Testing	\$35
Food Mgr. Cert. Program	\$100/per person
Food Mgr. Cert. Retesting	\$50/per person

Day Care Center Inspections	\$2/per authorized child
Temporary Food Permit	\$75/plus \$10 per day
Funeral Home Inspection	\$200
FHA, VA, Conventional Loans	\$125/Licensed
	\$150/Unlicensed
Annual Group Home Inspection	\$50
Food Handler Class	\$15/per person
Sub-division Plat Approval	\$200/Residential
	\$150/Commercial
Animal Control/Quarantine	\$7/per day
Animal Control/Vicious Animal	\$12/per day
Food Manager Re-certification	\$50/Test
W/Multiple Test Sites	

Note: 1) # Indicates \$10 charge for State fee

January, 2009 thru December, 2009

<i>Municipality</i>	<i>Tuberculosis</i>	<i>Sexually Transmitted Diseases</i>	<i>Laboratory</i>	<i>Communicable Disease</i>
<i>Addison</i>	229	80	263	242
<i>Balch Springs</i>	239	230	706	210
<i>Carrollton</i>	1013	324	1767	542
<i>Cedar Hill</i>	481	394	213	394
<i>Cockrell Hill</i>	121	0	16	43
<i>Coppell</i>	422	36	25	409
<i>Dallas</i>	31512	15992	66115	51447
<i>Desoto</i>	430	450	292	902
<i>Duncanville</i>	266	323	573	517
<i>Farmers Branch</i>	517	109	503	347
<i>Garland</i>	4094	953	8145	1994
<i>Glenn Heights</i>	154	88	99	62
<i>Grand Prairie</i>	1724	618	4115	1330
<i>Highland Park</i>	0	0	12	85
<i>Hutchins</i>	34	41	202	71
<i>Irving</i>	5025	1132	8291	2323
<i>Lancaster</i>	371	454	687	443
<i>Mesquite</i>	1657	796	2776	1505
<i>Richardson</i>	1761	177	2920	1405
<i>Rowlett</i>	556	93	269	251
<i>Sachse</i>	309	16	4	105
<i>Seagoville</i>	107	88	276	76
<i>Sunnyvale</i>	22	1	8	40
<i>University Park</i>	5	1	27	68
<i>Wilmer</i>	58	167	751	31
<i>Out of County</i>	1924	1824	131805	9382
Total	53031	24387	230860	74224

DALLAS COUNTY HEALTH & HUMAN SERVICES
 FY '11

EXHIBIT C

Municipality	TB Clinic	STD Clinic	Public Health Lab	Communicable Disease Control	FY '10 Contract Total
Addison	6,425	5,171	1,580	1,614	5,751
Balch Springs	6,705	14,867	4,242	1,400	9,377
Carrollton	28,421	20,944	10,618	3,614	23,823
Cedar Hill	13,495	25,469	1,280	2,627	2,498
Cockrell Hill	3,395	0	96	287	2,301
Coppell	11,840	2,327	150	2,727	3,131
Dallas	884,104	1,033,739	397,285	343,054	1,754,252
Desoto	12,064	29,088	1,755	6,015	17,620
Duncanville	7,463	20,879	3,443	5,448	11,273
Farmers Branch	14,505	7,046	3,023	2,314	6,856
Garland	114,862	61,603	48,943	13,296	80,156
Glenn Heights	4,321	5,688	595	413	574
Grand Prairie	48,369	39,948	24,727	8,869	38,854
Highland Park	0	0	72	567	132
Hutchins	954	2,650	1,214	473	3,149
Irving	140,982	73,174	49,821	15,490	81,906
Lancaster	10,409	29,347	4,128	2,954	12,106
Mesquite	46,489	51,454	16,681	10,036	31,608
Richardson	49,407	11,441	17,546	9,369	23,756
Rowlett	15,599	6,012	1,616	1,674	4,925
Sachse	8,669	1,034	24	700	362
Seagoville	3,002	5,688	1,658	507	6,440
Sunnyvale	617	65	48	267	99
University Park	140	65	162	453	48
Wilmer	1,627	10,795	4,513	207	2,597
Out of County	53,980	117,905	792,016	62,560	77,142
	\$1,487,844	\$1,576,401	\$1,387,238	\$496,934	\$2,200,736

FY'11 CONTRACT COSTS

MUNICIPALITIES	CONTRACT COST
ADDISON	\$5,751
BALCH SPRINGS	\$9,377
CARROLLTON	\$23,823
CEDAR HILL	\$2,498
COCKRELL HILL	\$2,301
COPPELL	\$3,131
* DALLAS	\$1,754,252
* DESOTO	\$17,620
* DUNCANVILLE	\$11,273
FARMERS BRANCH	\$6,856
* GARLAND	\$80,156
GLENN HEIGHTS	\$574
GRAND PRAIRIE	\$38,854
HIGHLAND PARK	\$132
HUTCHINS	\$3,149
IRVING	\$81,906
LANCASTER	\$12,106
* MESQUITE	\$31,608
* RICHARDSON	\$23,756
* ROWLETT	\$4,925
SACHSE	\$362
* SEAGOVILLE	\$6,440
SUNNYVALE	\$99
UNIVERSITY PARK	\$48
* WILMER	\$2,597
* UNINCORPORATED	\$77,142
TOTAL	\$2,200,736

Council Agenda Item: #R 2d

AGENDA CAPTION:

Approval of an agreement with The Waters Consulting Group, Inc., to assist Staff with the recruitment of a Fire Chief.

FINANCIAL IMPACT:

Total cost for the executive recruitment will not exceed \$24,000:

\$17,500 for the professional services, \$6,500 for project related expenses such as production/distribution of the recruitment brochure, background checks, candidate assessments, etc.

BACKGROUND:

The Town has utilized the services of the Waters Consulting Group, Inc. in the past and have been very pleased with the results. They are an Addison business and are well respected in the municipal field.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

N/A, Provide Superior Public Safety, Customer Service, Social and Health Services to the Community, Conduct the Business of the Town in a Fiscally Responsible Manner, Employ High-Quality, Service-Oriented Personnel

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R3

AGENDA CAPTION:

Presentation, discussion and consideration of approval of a Social Networking /Media Usage Policy amending the Town's Local Area Network, Internet and Electronic Mail usage Policy.

FINANCIAL IMPACT:

N/A

BACKGROUND:

To address the fast-changing landscape of the Internet and the way residents communicate and obtain information online, the Town of Addison Departments may consider participating in social media formats to reach a broader audience. The Town of Addison encourages the use of Social Media to further the goals of the Town of Addison and the missions of its departments where appropriate. The Town of Addison has an overriding interest and expectation in deciding who may "speak" and what is "spoken" on behalf of the Town of Addison on social media sites. This policy establishes guidelines for the use of social media.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Provide Superior Public Safety, Customer Service, Social and Health Services to the Community, Conduct the Business of the Town in a Fiscally Responsible Manner, Continue to Attract Visitors, Work to instill a "Sense of Community" in Addison's residents, Expand the leadership role of the entire Council by active participation in community groups and profession development

ATTACHMENTS:

Description:

[Social Networking Usage](#)

Type:

Backup Material

SOCIAL NETWORKING USAGE POLICY

1. All Town of Addison social media sites shall be (1) approved by the Director of Information Technology and the requesting Department Head; (2) published using approved Town social networking platform and tools; and (3) administered by the Director of the Information Technology or his designee. Designees can be any department employee or volunteer designated by the requesting Department Head that has a complete understanding of this policy and has appropriate content and technical experience.
2. All Town of Addison social networking sites shall adhere to applicable state, federal and local laws, regulations and policies including all Information Technology and Records Management, Town policies and other applicable Town policies.
3. Freedom of Information Act and e-discovery laws and policies apply to social media content and therefore content must be able to be managed, stored and retrieved to comply with these laws.
4. All social network sites and entries shall clearly indicate that any articles and any other content posted or submitted for posting are subject to public disclosure.
5. Content submitted for posting that is deemed not suitable for posting by a Town of Addison social networking moderator because it is not topically related to the particular social networking site objective being commented upon, or is deemed prohibited content based on the criteria in Policy – Item 8. of this policy, shall be retained pursuant to the records retention schedule along with a description of the reason the specific content is deemed not suitable for posting.
6. The Town reserves the right to restrict or remove any content that is deemed in violation of this policy or any applicable law.
7. Each Town of Addison social networking site shall include an introductory statement which clearly specifies the purpose and topical scope of the blog and social network site. Where possible, social networking sites should link back to the official Town of Addison Internet site for forms, documents and other information.
8. Town of Addison social networking content and comments containing any of the following forms of content shall not be allowed for posting:
 - Comments not topically related to the particular site or blog article being commented upon;
 - Profane language or content;
 - Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;
 - Sexual content or links to sexual content;
 - Solicitations of commerce;

- Conduct or encouragement of illegal activity;
 - Information that may tend to compromise the safety or security of the public or public systems; or
 - Content that violates a legal ownership interest of any other party.
9. All Town social networking moderators shall be trained regarding the terms of this Town of Addison policy, including their responsibilities to review content submitted for posting to ensure compliance with the policy.
 10. All social networking sites shall clearly indicate they are maintained by the Town of Addison and shall have Town of Addison contact information prominently displayed.
 11. Where appropriate, Town IT security policies shall apply to all social networking sites and articles.
 12. Employees representing the Town government via social media outlets must conduct themselves at all times as a representative of the Town and in accordance with all human resource policies. See Attachment C–Employee Guidance for Participating in Social Networking.
 13. Employees found in violation of this policy may be subject to disciplinary action, up to and including termination of employment.
 14. All official of the Town of Addison presences on social media sites or services are considered an extension of the Town of Addison’s information networks and are governed by the Local Area Network, Internet and Electronic Mail Usage Policy signed by each employee and it referenced to, in the Town of Addison Employee Handbook.
 15. Wherever possible, links to more information should direct users back to the Town of Addison’s official website/s for more information, forms, documents or online services necessary to conduct business with the Town of Addison.
 16. The Town of Addison’s Information Technology Director shall approve what Social Media outlets may be suitable for use by the Town of Addison and its departments. The IT Director shall also serve to educate departments on how to best use various Social Media outlets to achieve their goals.

Attachment A - Definitions

For the purpose of this Town of Addison Social Media Policy, the following terms are defined as provided below:

1. **Social Media:** Social media is content created by individuals using accessible and scalable technologies through the Internet. Examples of social media include Facebook, blogs, MySpace, RSS, YouTube, Second Life, Twitter, LinkedIn, Delicious, Flickr, etc.

2. Blog: (an abridgment of the term web log) is a Town of Addison website with regular entries of commentary, descriptions of events, or other material such as graphics or video.
3. Town of Addison author: An authorized Town of Addison official that creates and is responsible for posted articles and information on social media sites (see article below).
4. Article: An original posting of content to a Town of Addison social media site by a Town of Addison author.
5. Commenter: A Town of Addison official or member of the public who submits a comment for posting in response to the content of a particular Town of Addison article or social media content.
6. Comment: A response to a Town of Addison article or social media content submitted by a commenter.
7. Town of Addison moderator: An authorized Town of Addison official, who reviews, authorizes and allows content submitted by Town of Addison authors and public commentators to be posted to a Town of Addison social media sites.

Attachment B - Blog Standards

Comments submitted by members of the public must be directly related to the content of the articles. Submission of comments by members of the public constitutes participation in a limited public forum. Town of Addison blog moderators shall allow comments that are topically related to the particular article being commented and thus within the purpose of the limited public forum, with the exception of the prohibited content listed in Policy - General - Item 8 above.

Author and Commenter Identification

1. All Town of Addison blog authors and public commentators shall be clearly identified. Anonymous blog postings shall not be allowed.
2. Enrollment of public commentators shall be accompanied by valid contact information, including a name, address, and email address.

Ownership and Moderation

1. The content of each Town of Addison blog shall be owned by and the sole responsibility of the department producing and using the blog.
2. Documents and articles submitted to a Town of Addison blog shall be moderated by an authorized and trained blog moderator.

Blog Comments & Responses

1. All blog articles and comments shall be reviewed and approved by an authorized blog moderator before posting on a Town of Addison blog.
2. All blog articles and comments submitted for posting with attached content shall be scanned using antivirus technology prior to posting.

3. The linked content of embedded hyperlinks within any Town of Addison blog articles or blog comments submitted for posting shall be evaluated prior to posting. Any posted hyperlinks shall be accompanied by a disclaimer stating that the Town of Addison guarantees neither the authenticity, accuracy, appropriateness nor security of the link, web site or content linked thereto.

Attachment C - Employee Guidance for Participating in Social Networking

The Town of Addison understands that social networking and Internet services have become a common form of communication in the workplace and among stakeholders and citizens. Social networks are online communities of people or organizations that share interests and/or activities and use a wide variety of Internet technology to make the interaction a rich and robust experience. Employees that choose to participate in social networks as a Town employee should adhere to the following guidelines.

1. Town policies, rules, regulations and standards of conduct apply to employees that engage in social networking activities while conducting Town business. Use of your Town e-mail address and communicating in your official capacity will constitute conducting Town business.
2. Town employees shall notify their supervisor and the IT department if they intend to create a social networking site or service to conduct Town business.
3. Departments have the option of allowing employees to participate in existing social networking sites as part of their job duties. Department Heads may allow or disallow employee participation in any social networking activities in their departments.
4. Protect your privacy, the privacy of citizens, and the information the Town holds. Follow all privacy protection laws, i.e., HIPPA, and protect sensitive and confidential Town information.
5. Follow all copyright laws, public records laws, retention laws, fair use and financial disclosure laws and any others laws that might apply to the Town or your functional area.
6. Do not cite vendors, suppliers, clients, citizens, co-workers or other stakeholders without their approval.
7. Make it clear that you are speaking for yourself and not on behalf of the Town of Addison. If you publish content on any website outside of the Town of Addison and it has something to do with the work you do or subjects associated with the Town, use a disclaimer such as this: "The postings on this site are my own and don't necessarily represent the Town's positions or opinions."
8. Do not use ethnic slurs, profanity, personal insults, or engage in any conduct that would not be acceptable in the Town's workplace. Avoid comments or topics that may be considered objectionable or inflammatory.
9. If you identify yourself as a Town employee, ensure your profile and related content is consistent with how you wish to present yourself to colleagues, citizens and other stakeholders.
10. Correct your mistakes, and don't alter previous posts without indicating that you have done so. Frame any comments or opposing views in a positive manner.
11. Add value to the Town of Addison through your interaction. Provide worthwhile information and perspective.

Council Agenda Item: #R4

AGENDA CAPTION:

Presentation, discussion and consideration of approval of a resolution accepting the conveyance of certain land abutting Spring Valley Road and Vitruvian Way for public street right-of-way and related purposes, and accepting temporary construction easements in connection with the construction of improvements to each of Spring Valley Road and Vitruvian Way.

FINANCIAL IMPACT:

N/A

BACKGROUND:

On May 25, 2010 the Town executed a professional services agreement with Halff Associates for the design of the Spring Valley Road widening project from Woodway to Vitruvian Way. The Town has also executed a professional services agreement for the design of the Vitruvian Way Extension to Spring Valley with icon Consulting Engineers, Inc on Feb. 9, 2010. In order to provide one contractor to re-construct the intersection and manage the traffic control during re-construction, staff combined the two sets of engineering plans and bid them as one document. Town staff met to kick-off the design and evaluated different alignment alternatives.

The alignment selected that was most advantageous moved the road centerline slightly to the south. The new centerline alignment allowed for a smoother transition for traffic control phases and preserved numerous large trees along the north side of the road. The concept also included the relocation of Oncor electric facilities to an underground duct bank that would be constructed in conjunction with the road construction. The Town received bids for Spring Valley Road, from Woodway to Vitruvian Way including plans for Vitruvian Park Public Improvements Phase 1E, Vitruvian Way Extension on October 18, 2010. The lowest responsive bid received was \$3,478,396.90 and the construction is scheduled to begin in early November. By approval of this resolution, the Town will have the necessary right-of-way for the widening of Spring Valley Road.

RECOMMENDATION:

Staff Recommends Approval

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

- [Resolution](#)
- [Const Ease; DCO Glenwood](#)
- [Const Ease; DCO Springhaven](#)
- [Deed; DCO Glenwood](#)
- [Deed \(1\); DCO Springhaven](#)
- [Deed \(2\); DCO Springhaven](#)

Type:

- Backup Material

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS ACCEPTING THE CONVEYANCE OF CERTAIN LAND AS SET FORTH HEREIN FOR PUBLIC STREET AND RELATED PURPOSES AND THE CONVEYANCE OF TEMPORARY CONSTRUCTION EASEMENTS RELATED THERETO; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas (the “City”) is in the process of preparing to construct certain street and roadway improvements to Spring Valley Road and Vitruvian Way, each being a public street within the City, and in order to construct those improvements the City is in need of additional right-of-way along each of the streets; and

WHEREAS,

- DCO Springhaven LP, a Delaware limited partnership (“DCO Springhaven”) is the owner of a tract of land (the “DCO Springhaven Property”) that lies generally south of Spring Valley Road and west of Vitruvian Way and that abuts each of those streets, and
- DCO Glenwood Apartments LP, a Delaware limited partnership (“DCO Glenwood”) is the owner of a tract of land (the “DCO Glenwood Property”) that lies immediately west of and abuts the DCO Springhaven Property and lies south of and abuts Spring Valley Road; and

WHEREAS, by Special Warranty Deeds (true and correct copies of which are attached to this Resolution) (the “Special Warranty Deeds”), DCO Springhaven has agreed to convey portions of the DCO Springhaven Property, and DCO Glenwood has agreed to convey a portion of the DCO Glenwood Property, to the City for street right-of-way and other purposes as set forth in the said Special Warranty Deeds and for the consideration set forth therein, which conveyances will allow the City to proceed with the construction of improvements along each of Spring Valley Road and Vitruvian Way; and

WHEREAS, in connection with the construction of the Spring Valley Road and Vitruvian Way improvements, the City needs certain temporary construction easements on a portion of the DCO Springhaven Property and a portion of the DCO Glenwood Property, and each of DCO Springhaven and DCO Glenwood have agreed to convey such temporary construction easements to the City as set forth in the Temporary Construction Easements that are attached to this Resolution (the “Temporary Construction Easements”); and

WHEREAS, the City Council desires to accept the conveyance of the land as set forth in the Special Warranty Deeds and the conveyance of the temporary construction easements as set forth in the Temporary Construction Easements.

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

Section 1. The Town of Addison, Texas does hereby accept the conveyance of the land as described in each of the Special Warranty Deeds attached herein, and accept the conveyance of the temporary construction easements as set forth in the each of the Temporary Construction Easements attached to this Resolution.

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

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the __
_____ day of _____, 2010.

Joe Chow, Mayor

ATTEST:

By: _____
Lea Dunn, City Secretary

APPROVED AS TO FORM:

By: _____
John Hill, City Attorney

TEMPORARY CONSTRUCTION EASEMENT

DCO Glenwood Apartments L.P., a Delaware limited partnership (“*Grantor*”), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to Grantor in hand paid by , the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien or encumbrance, expressed or implied, is retained, has this day GRANTED AND CONVEYED and by these presents does GRANT AND CONVEY unto Town of Addison, Texas (“*Grantee*”), and whose address is 5300 Belt Line Road, Addison, Texas 75254, a non-exclusive temporary construction, for the purposes of grading and temporary sidewalks (*the “Improvements”*), upon and across the following described land (*the “Easement Property”*):

that certain tract or parcel of real property containing 5,245 square feet or 0.1204 of an acre of land, more or less, located in the Town of Addison, Texas as more particularly described on Exhibit A attached hereto, which is incorporated herein by reference.

The Easement granted herein is non-exclusive. This Easement shall terminate and be of no further force and effect upon the earlier to occur of (a) February 28, 2011 or (b) completion of Improvements. Grantee shall notify Grantor promptly upon determination of the date of completion of construction of the Improvements. Grantee shall execute such documents in recordable form confirming termination of this Agreement upon Grantor’s request. If construction of the Improvements has not been completed by February 28, 2010, this easement shall automatically terminate on said expiration date, thereafter being null and void, and Grantee, its successors and assigns, shall have no further rights hereunder and no written release hereof by Grantee shall be required or necessary.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this ____day of October, 2010.

GRANTOR:

DCO GLENWOOD APARTMENTS LP,
a Delaware limited partnership
By: DCO Realty, Inc., its General Partner

By: _____
Mark M. Culwell

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on October ____, 2010 by Mark M. Culwell, authorized agent for DCO Realty, Inc., a Delaware corporation, general partner of **DCO Glenwood Apartments LP**, a Delaware limited partnership, on behalf of said limited partnership.

Notary Public, State of Texas

AFTER RECORDED, PLEASE RETURN TO:
Mr. John M. Hill
Cowles & Thompson
901 Main Street, Suite 3900
Dallas, Texas 75202-3793

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT 1

BEING a tract of land situated in the Noah Good Survey, Abstract Number 520, Town of Addison, Dallas County, Texas, and being part of that tract of land described in deed to DCO Glenwood Apartments LP as recorded in Instrument Number 20070159781 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2-inch found iron rod for the southeast corner of said Glenwood Apartments tract;

THENCE North 00 degrees 21 minutes 45 seconds East, with the east line of said Glenwood Apartments tract, at a distance of 7.28 feet passing a point for the southwest corner of SPRINGHAVEN APARTMENTS ADDITION, an addition to the Town of Addison, Dallas County, Texas, as recorded in Volume 78015, Page 1834 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and from which a 1/2-inch found iron rod with red cap stamped "FD" bears South 51 degrees 23 minutes 45 seconds West a distance of 0.27 of a foot, continuing with the common west line of said SPRINGHAVEN APARTMENTS ADDITION and said east line of said Glenwood Apartments tract, a total distance of 515.80 feet to the POINT OF BEGINNING;

THENCE North 89 degrees 45 minutes 14 seconds West, departing said common line, over and across said Glenwood Apartments tract, with a line offset 10.00 feet southerly from and parallel to the proposed south right-of-way line of Spring Valley Road (a proposed variable width right-of-way), a distance of 266.91 feet to the point of curvature of a tangent circular curve to the right having a radius of 899.00 feet whose chord bears North 87 degrees 38 minutes 49 seconds West a distance of 66.11 feet;

THENCE Westerly, continuing over and across said Glenwood Apartments tract and with said parallel offset line, with said curve, through a central angle of 04 degrees 12 minutes 51 seconds, an arc distance of 66.12 feet to the point of tangency;

THENCE North 85 degrees 32 minutes 23 seconds West, continuing over and across said Glenwood Apartments tract and with said parallel offset line, a distance of 192.80 feet to a point for corner on the common west line of said Glenwood Apartments tract and the east line of BROOKHAVEN VILLAGE SHOPPING CENTER, PHASE 2, an addition to the Town of Addison, Dallas County, Texas, as recorded in Volume 98221, Page 00020, D.R.D.C.T.;

THENCE North 00 degrees 21 minutes 45 seconds East, departing said parallel offset line, with said common line, a distance of 8.67 feet to a point for the common northwest corner of said Glenwood Apartments tract and the northeast corner of said BROOKHAVEN VILLAGE SHOPPING CENTER, PHASE 2 addition, said point being on the existing south right-of-way line of Spring Valley Road (a 60 foot wide right-of-way as shown on said SPRINGHAVEN APARTMENTS ADDITION plat), and from which point a 1/2-inch found iron rod bears North 00 degrees 21 minutes 45 seconds East a distance of 0.51 of a foot;

THENCE South 89 degrees 38 minutes 15 seconds East, departing said common line, with the common north line of said Glenwood Apartments tract and said existing south right-of-way line of Spring Valley Road, a distance of 18.92 feet to a point (unable to set) near the southwest corner of an AT&T box for the intersection of said common line with the aforementioned proposed south right-of-way line of Spring Valley Road;

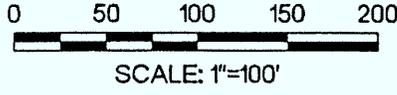
THENCE South 85 degrees 32 minutes 23 seconds East, departing said common line, over and across said Glenwood Apartments tract, with said proposed south right-of-way line of Spring Valley Road, a distance of 174.54 feet to a set PK nail for the point of curvature of a tangent circular curve to the left having a radius of 889.00 feet whose chord bears South 87 degrees 38 minutes 49 seconds East a distance of 65.37 feet;

THENCE Easterly, continuing over and across said Glenwood Apartments tract and with said proposed south right-of-way line of Spring Valley Road, with said curve, through a central angle of 04 degrees 12 minutes 51 seconds, an arc distance of 65.39 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF" (hereinafter referred to as "with cap") for the point of tangency;

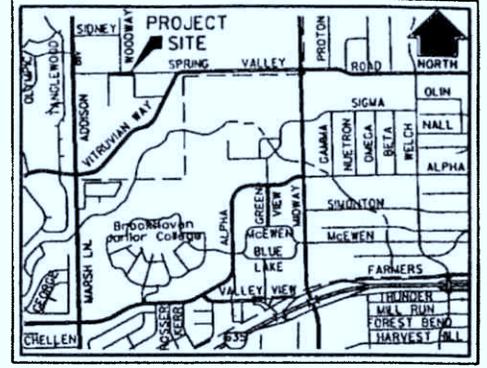
THENCE South 89 degrees 45 minutes 14 seconds East, continuing over and across said Glenwood Apartments tract and with said proposed south right-of-way line of Spring Valley Road, a distance of 266.93 feet to a 1/2-inch set iron rod with cap for the intersection of said proposed south right-of-way line with the aforementioned common line between said Glenwood Apartments tract and said SPRINGHAVEN APARTMENTS ADDITION;

THENCE South 00 degrees 21 minutes 45 seconds West, departing said proposed south right-of-way line, with said common line, a distance of 10.00 feet to the POINT OF BEGINNING and containing 5,245 square feet or 0.1204 of an acre of land, more or less.





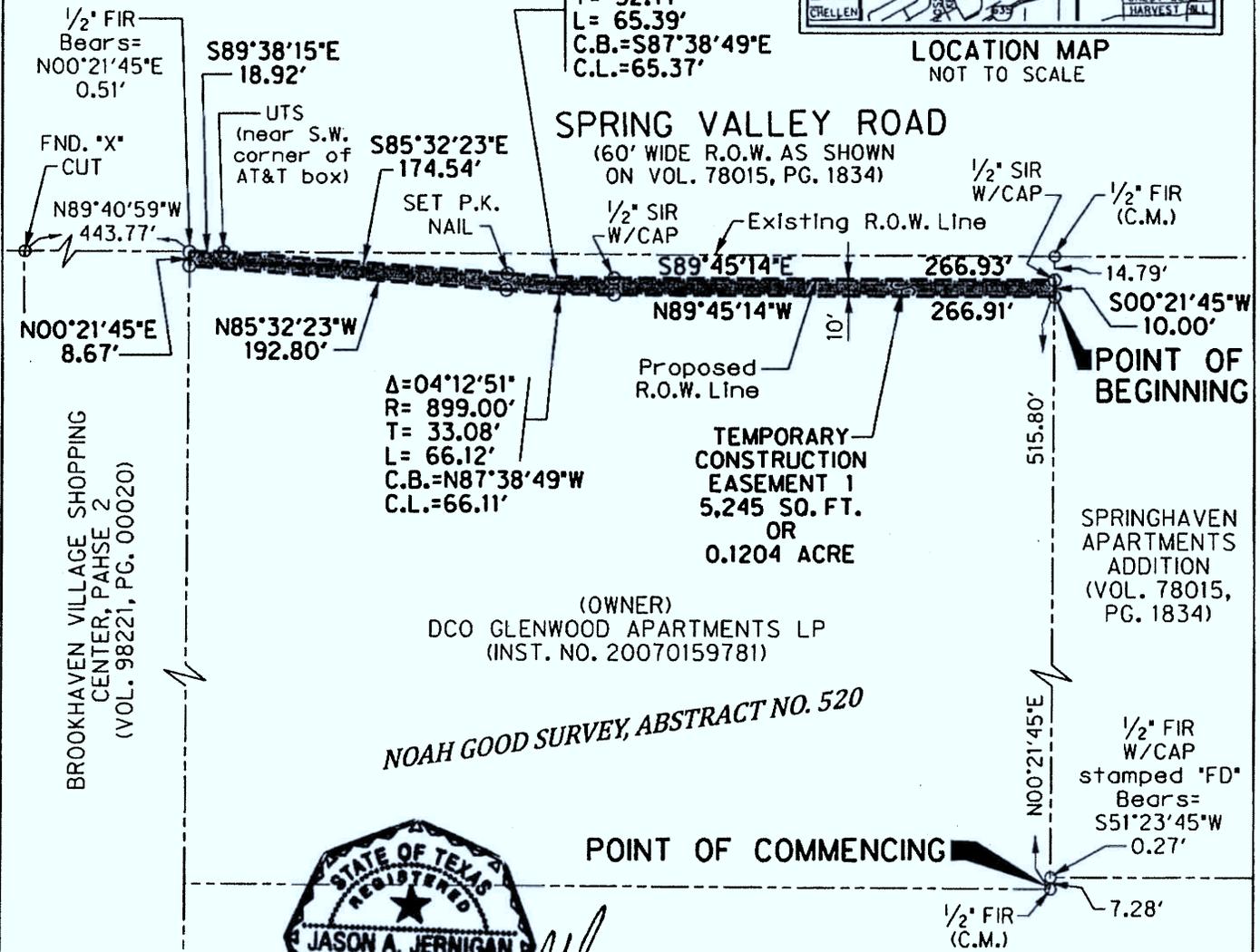
NOAH GOOD SURVEY,
ABSTRACT NO. 520



LOCATION MAP
NOT TO SCALE

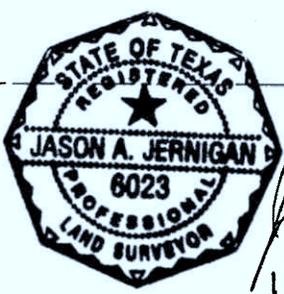
$\Delta=04^{\circ}12'51''$
 $R=889.00'$
 $T=32.71'$
 $L=65.39'$
 $C.B.=S87^{\circ}38'49''E$
 $C.L.=65.37'$

SPRING VALLEY ROAD
 (60' WIDE R.O.W. AS SHOWN
 ON VOL. 78015, PG. 1834)



(OWNER)
 DCO GLENWOOD APARTMENTS LP
 (INST. NO. 20070159781)

NOAH GOOD SURVEY, ABSTRACT NO. 520



17 AUG 2010

LEGEND:

- 1/2" SIR W/CAP 1/2-INCH SET IRON ROD WITH A YELLOW PLASTIC CAP STAMPED 'HALFF'
- 1/2" FIR (C.M.) 1/2-INCH FOUND IRON ROD CONTROL MONUMENT
- UTS UNABLE TO SET

The Basis of Bearing is North 00 degrees 16 minutes 14 seconds East for the west line of the SPRINGHAVEN APARTMENTS ADDITION (rotated 00 degrees 05 minutes 31 seconds clockwise to match plan basis of bearing for the Town of Addison's Spring Valley Road Widening Project from Woodway to Vitruvian Way).

EXHIBIT "A"
 OF
TEMPORARY CONSTRUCTION EASEMENT 1
 5,245 SQUARE FEET OR
 0.1204 ACRE
 SITUATED IN THE
 NOAH GOOD SURVEY, ABSTRACT NO. 520
 TOWN OF ADDISON, DALLAS COUNTY, TEXAS
 FOR THE

TOWN OF ADDISON



HALFF ASSOCIATES INC., ENGINEERS - SURVEYORS
 1201 NORTH BOWSER ROAD - RICHARDSON, TEXAS - 75081-2275
 SCALE: 1"=100' (214)346-6200 AVO. 27530 AUGUST, 2010

RCH/RS HP#100_B-5x11.dwg
 Sheet
 1:27000427530CADD\DESIGN\TEMP\CONSTR\1-27530.dwg
 8/17/2010 2:21:30 PM ah1808 HALFF

TEMPORARY CONSTRUCTION EASEMENT

DCO Springhaven LP, a Delaware limited partnership (“*Grantor*”), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to Grantor in hand paid by , the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien or encumbrance, expressed or implied, is retained, has this day GRANTED AND CONVEYED and by these presents does GRANT AND CONVEY unto Town of Addison, Texas (“*Grantee*”), and whose address is 5300 Belt Line Road, Addison, Texas 75254, a non-exclusive temporary construction, for the purposes of grading and temporary sidewalks (*the “Improvements”*), upon and across the following described land (*the “Easement Property”*):

that certain tract or parcel of real property containing 7,657 square feet or 0.1758 of an acre of land, more or less, located in the Town of Addison, Texas as more particularly described on Exhibit A attached hereto, which is incorporated herein by reference.

The Easement granted herein is non-exclusive. This Easement shall terminate and be of no further force and effect upon the earlier to occur of (a) February 28, 2011 or (b) completion of Improvements. Grantee shall notify Grantor promptly upon determination of the date of completion of construction of the Improvements. Grantee shall execute such documents in recordable form confirming termination of this Agreement upon Grantor’s request. If construction of the Improvements has not been completed by February 28, 2010, this easement shall automatically terminate on said expiration date, thereafter being null and void, and Grantee, its successors and assigns, shall have no further rights hereunder and no written release hereof by Grantee shall be required or necessary.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this ____ day of October, 2010.

GRANTOR:

DCO SPRINGHAVEN LP,
a Delaware limited partnership
By: DCO Realty, Inc., its General Partner

By: _____
Mark M. Culwell

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on October ____, 2010 by Mark M. Culwell, authorized agent for DCO Realty, Inc., a Delaware corporation, general partner of **DCO Springhaven LP**, a Delaware limited partnership, on behalf of said limited partnership.

Notary Public, State of Texas

AFTER RECORDED, PLEASE RETURN TO:
Mr. John M. Hill
Cowles & Thompson
901 Main Street, Suite 3900
Dallas, Texas 75202-3793

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT 2

BEING a tract of land situated in the Noah Good Survey, Abstract Number 520, Town of Addison, Dallas County, Texas, and being part of SPRINGHAVEN APARTMENTS ADDITION, an addition to the Town of Addison, Dallas County, Texas, as recorded in Volume 78015, Page 1834 of the Deed Records of Dallas County, Texas, said tract also being part of that tract of land described in deed to DCO Springhaven LP as recorded in Instrument Number 20070153048 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a 1/2-inch found iron rod for the southeast corner of that tract of land described in deed to DCO Glenwood Apartments LP as recorded in Instrument Number 20070159781, O.P.R.D.C.T.;

THENCE North 00 degrees 21 minutes 45 seconds East, with the east line of said Glenwood Apartments tract, at a distance of 7.28 feet passing a point for the southwest corner of said SPRINGHAVEN APARTMENTS ADDITION from which a 1/2-inch found iron rod with red cap stamped "FD" bears South 51 degrees 23 minutes 45 seconds West a distance of 0.27 of a foot, continuing with the common west line of said SPRINGHAVEN APARTMENTS ADDITION and said east line of said Glenwood Apartments tract, a total distance of 515.80 feet to the POINT OF BEGINNING;

THENCE North 00 degrees 21 minutes 45 seconds East, continuing with said common line, a distance of 10.00 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF" (hereinafter referred to as "with cap") at the intersection of said common line with the proposed south right-of-way line of Spring Valley Road (a proposed variable width right-of-way);

THENCE South 89 degrees 45 minutes 14 seconds East, departing said common line, over and across said SPRINGHAVEN APARTMENTS ADDITION, with said proposed south right-of-way line of Spring Valley Road, distance of 760.45 feet to 1/2-inch set iron rod with cap for the intersection of said proposed south right-of-way line with the common north line of said SPRINGHAVEN APARTMENTS ADDITION and the existing south right-of-way line of Spring Valley Road (a 60 foot wide right-of-way as shown on said SPRINGHAVEN APARTMENTS ADDITION plat), said point also being the beginning of a non-tangent circular curve to the right having a radius of 223.50 feet whose chord bears South 67 degrees 43 minutes 52 seconds East a distance of 6.45 feet;

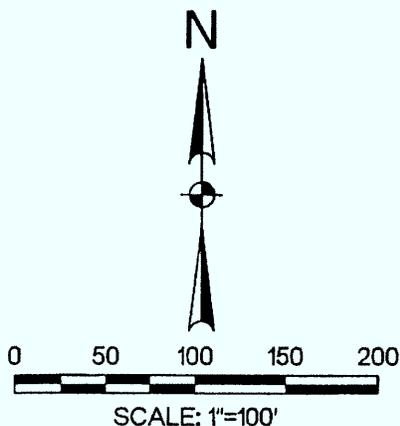
THENCE Southeasterly, departing said proposed south right-of-way line, with said common line and with said curve, through a central angle of 01 degree 39 minutes 13 seconds, an arc distance of 6.45 feet to a 1/2-inch found iron rod for the northeast corner of said SPRINGHAVEN APARTMENTS ADDITION on the west line of that tract of land described in deed to Crimson Tide Management, Inc. as recorded in Volume 98060, Page 03378 of the Deed Records of Dallas County, Texas;

THENCE South 00 degrees 14 minutes 22 seconds West, departing said common line, with the common east line of said SPRINGHAVEN APARTMENTS ADDITION and said west line of said Crimson Tide Management tract, a distance of 7.58 feet to point for corner;

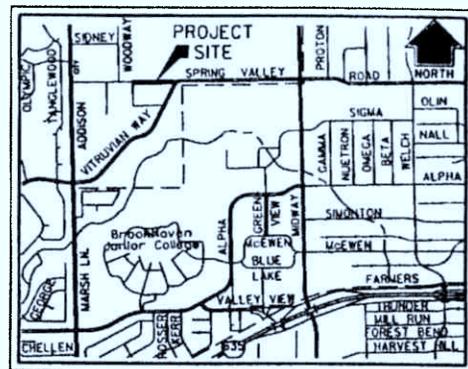
THENCE North 89 degrees 45 minutes 14 seconds West, departing said common line, over and across said SPRINGHAVEN APARTMENTS ADDITION, with a line offset 10.00 feet southerly from and parallel to said proposed south right-of-way line of Spring Valley Road, a distance of 766.45 feet to the POINT OF BEGINNING and containing 7,657 square feet or 0.1758 of an acre of land, more or less.

17 AUG 2010

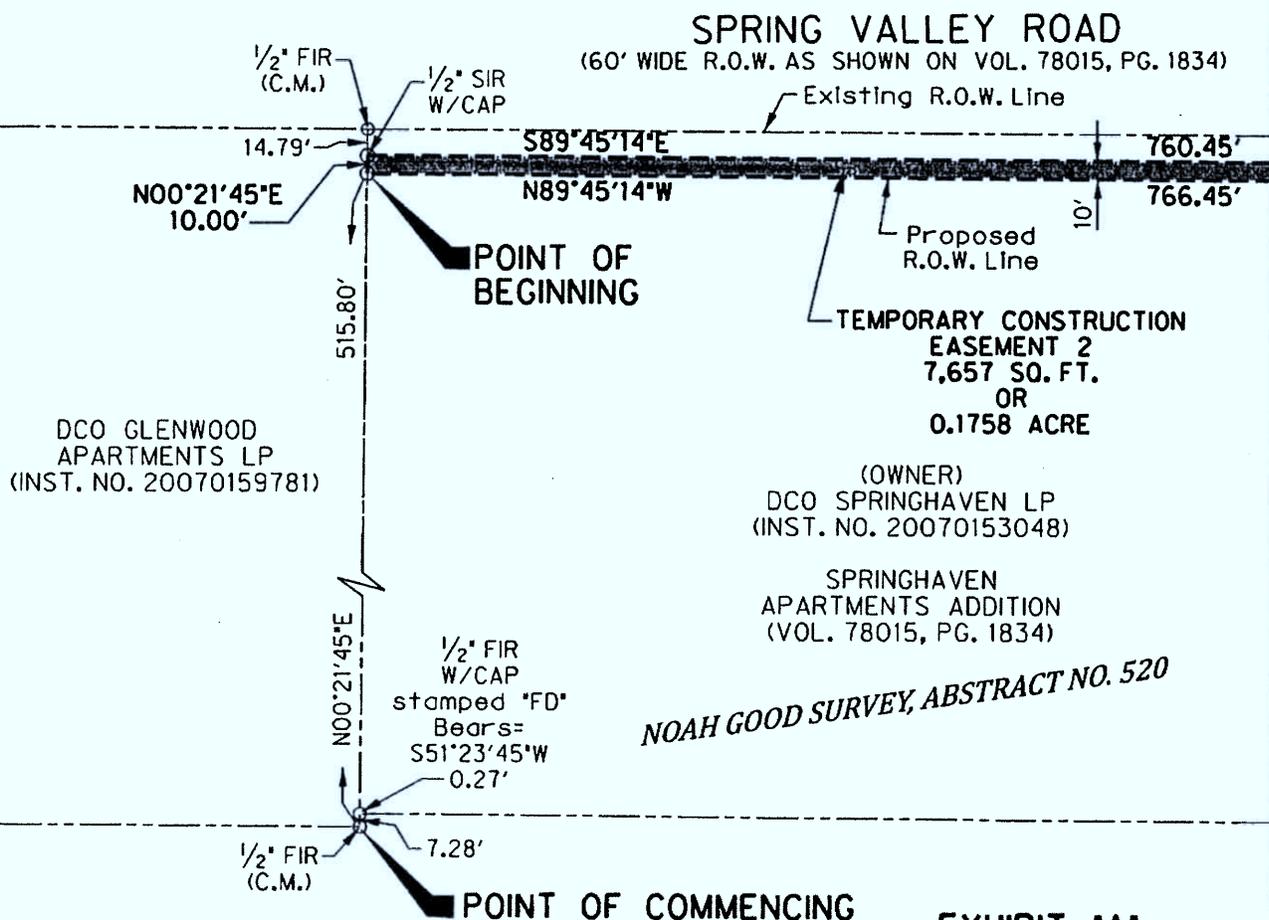




NOAH GOOD SURVEY,
ABSTRACT NO. 520



LOCATION MAP
NOT TO SCALE



MATCH LINE (SEE PAGE 4 OF 4)

NOAH GOOD SURVEY, ABSTRACT NO. 520

- LEGEND:**
- 1/2" SIR 1/2-INCH SET IRON ROD WITH A YELLOW
 - W/CAP PLASTIC CAP STAMPED "HALFF"
 - 1/2" FIR 1/2-INCH FOUND IRON ROD
 - (C.M.) CONTROL MONUMENT

The Basis of Bearing is North 00 degrees 16 minutes 14 seconds East for the west line of the SPRINGHAVEN APARTMENTS ADDITION (rotated 00 degrees 05 minutes 31 seconds clockwise to match plan basis of bearing for the Town of Addison's Spring Valley Road Widening Project from Woodway to Vitruvian Way).

EXHIBIT "A"
OF
TEMPORARY CONSTRUCTION EASEMENT 2

7,657 SQUARE FEET OR
0.1758 ACRE
SITUATED IN THE
NOAH GOOD SURVEY, ABSTRACT NO. 520
TOWN OF ADDISON, DALLAS COUNTY, TEXAS
FOR THE

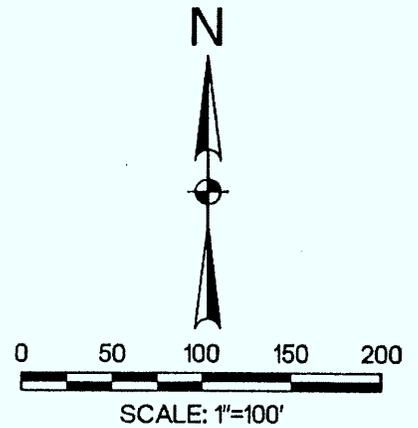
TOWN OF ADDISON



HALFF ASSOCIATES INC., ENGINEERS - SURVEYORS
1201 NORTH BOWSER ROAD - RICHARDSON, TEXAS - 75081-2275
SCALE: 1"=100' (214)346-6200 AVO. 27530 AUGUST, 2010

8/17/2010 2:31:50 PM a11808 HALFF 1527000427530ADDN004-TEMPCONSTR2A-27530.dgn RCH\25 HP8100_8-Sr11.plt

NOAH GOOD SURVEY,
ABSTRACT NO. 520



MATCH LINE (SEE PAGE 3 OF 4)

SPRING VALLEY ROAD
(60' WIDE R.O.W. AS SHOWN
ON VOL. 78015, PG. 1834)

Existing R.O.W. Line

S89°45'14"E
760.45'

766.45'
N89°45'14"W

Proposed
R.O.W. Line

TEMPORARY CONSTRUCTION
EASEMENT 2
7,657 SQ. FT.
OR
0.1758 ACRE

(OWNER)
DCO SPRINGHAVEN LP
(INST. NO. 20070153048)

SPRINGHAVEN
APARTMENTS ADDITION
(VOL. 78015, PG. 1834)

NOAH GOOD SURVEY,
ABSTRACT NO. 520

5/8" FIR
W/yellow
cap stamped
'WORRELL
& ASSOC.'

1/2" SIR
W/CAP

L = 82.79'

1/2" FIR
S00°14'22"W
7.58'

(OWNER)
CRIMSON TIDE
MANAGEMENT, INC.
(VOL. 98060,
PG. 03378)

Δ=01°39'13"
R= 223.50'
T= 3.23'
L= 6.45'
C.B.=S67°43'52"E
C.L.=6.45'

VITRUVIAN WAY



LEGEND:

- 1/2" SIR 1/2-INCH SET IRON ROD WITH A YELLOW
- W/CAP PLASTIC CAP STAMPED 'HALFF'
- 1/2" FIR 1/2-INCH FOUND IRON ROD
- (C.M.) CONTROL MONUMENT

EXHIBIT "A"
OF
TEMPORARY CONSTRUCTION EASEMENT 2

7,657 SQUARE FEET OR
0.1758 ACRE

SITUATED IN THE
NOAH GOOD SURVEY, ABSTRACT NO. 520
TOWN OF ADDISON, DALLAS COUNTY, TEXAS
FOR THE

TOWN OF ADDISON

BY



HALFF ASSOCIATES INC., ENGINEERS - SURVEYORS
1201 NORTH BOWSER ROAD - RICHARDSON, TEXAS - 75081-2275
SCALE: 1"=100' (214)346-6200 AVO. 27530 AUGUST, 2010

RCHZES_HPR100_P-5811.dwg

Sheet

9/17/2010 2:23:52 PM ah1908 HALFF E:\27000427\33\CA\DOV\EXH-TEMP\CONSTR2B-27530.dwg

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

STATE OF TEXAS §
§
COUNTY OF DALLAS §

SPECIAL WARRANTY DEED

DATE: October ____, 2010

GRANTOR: **DCO Glenwood Apartments LP**, a Delaware limited partnership

Grantor's Address: c/o UDR, Inc.
5430 LBJ Freeway, Suite 1250
Dallas, TX 75240

GRANTEE: Town of Addison, Texas
5300 Belt Line Road
Addison, Texas 75254

CONSIDERATION:

Ten Dollars (\$10.00) in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor, the benefits to be derived by Grantor and its remaining property as a result of public improvements to the Property, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged).

PROPERTY:

That certain tract or parcel of real property containing 5,950 square feet or 0.1366 of an acre of land, more or less, located in the Town of Addison, Texas as more particularly described on Exhibit A attached hereto, which is incorporated herein by reference.

This grant, conveyance and assignment is made and accepted subject to: (i) all zoning, building and development laws, codes and ordinances of the Town of Addison and other governmental entities having jurisdiction over the Property; and (ii) all other easements, restrictions, covenants and conditions affecting the Property, or any part thereof, of record in Dallas County, Texas, to the extent the same are validly existing and applicable to the Property.

Grantor, for the Consideration described above, GRANTS, SELLS, AND CONVEYS to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's successors, and assigns to warrant and forever

defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under Grantor, but not otherwise.

MISCELLANEOUS:

(a) The Property hereby conveyed may be used as a right-of-way for the passage of vehicular and pedestrian traffic and for street and road purposes together with all and singular related rights and appurtenances, including (without limitation) the construction, installation, improvement, inspection, reconstruction, replacement, repair, use, operation, maintenance, opening, closing, and removal of streets, roads, sidewalks, utilities (including, without limitation, water and sanitary sewer facilities and related appurtenances), drainage facilities, landscaping, trails, signs, traffic control devices, and other uses of a public right-or-way as Grantee may find necessary or appropriate or which are customary or incidental thereto, and may be used for any and all other public uses and related rights and appurtenance thereto as Grantee may find necessary or appropriate. Improvements may be on such grade and according to such plans and specifications as will, in the opinion of Grantee, best serve the public purpose.

(b) The consideration described above shall be deemed full compensation for the conveyance of the Property, and for any diminution in value that may result to the remaining property of Grantor by virtue of Grantee's use of the Property.

(c) When the context requires it, singular nouns and pronouns include the plural.

EXECUTED effective as of the day first written above.

DCO GLENWOOD APARTMENTS LP,
a Delaware limited partnership
By: DCO Realty, Inc., its General Partner

By: _____
Mark M. Culwell

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on October ____, 2010 by Mark M. Culwell, authorized agent for DCO Realty, Inc., a Delaware corporation, general partner of **DCO Glenwood Apartments LP**, a Delaware limited partnership, on behalf of said limited partnership.

Notary Public, State of Texas

AFTER RECORDED, PLEASE RETURN TO:
Mr. John M. Hill
Cowles & Thompson
901 Main Street, Suite 3900
Dallas, Texas 75202-3793

LEGAL DESCRIPTION

RIGHT-OF-WAY PARCEL 1

BEING a tract of land situated in the Noah Good Survey, Abstract Number 520, Town of Addison, Dallas County, Texas, and being part of that tract of land described in deed to DCO Glenwood Apartments LP as recorded in Instrument Number 20070159781 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2-inch found iron rod for the southeast corner of said Glenwood Apartments tract;

THENCE North 00 degrees 21 minutes 45 seconds East, with the east line of said Glenwood Apartments tract, at a distance of 7.28 feet passing a point for the southwest corner of SPRINGHAVEN APARTMENTS ADDITION, an addition to the Town of Addison, Dallas County, Texas, as recorded in Volume 78015, Page 1834 of the Deed Records of Dallas County, Texas, and from which a 1/2-inch found iron rod with red cap stamped "FD" bears South 51 degrees 23 minutes 45 seconds West a distance of 0.27 of a foot, continuing with the common west line of said SPRINGHAVEN APARTMENTS ADDITION and said east line of said Glenwood Apartments tract, a total distance of 525.80 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF" (hereinafter referred to as "with cap") for the POINT OF BEGINNING at the intersection of said common line with the proposed south right-of-way line of Spring Valley Road (a proposed variable width right-of-way);

THENCE North 89 degrees 45 minutes 14 seconds West, departing said common line, over and across said Glenwood Apartments tract, with said proposed south right-of-way line of Spring Valley Road, a distance of 266.93 feet to a 1/2-inch set iron rod with cap for the point of curvature of a tangent circular curve to the right having a radius of 889.00 feet whose chord bears North 87 degrees 38 minutes 49 seconds West a distance of 65.37 feet;

THENCE Westerly, continuing over and across said Glenwood Apartments tract and with said proposed south right-of-way line of Spring Valley Road, with said curve, through a central angle of 04 degrees 12 minutes 51 seconds, an arc distance of 65.39 feet to a set PK nail for the point of tangency;

THENCE North 85 degrees 32 minutes 23 seconds West, continuing over and across said Glenwood Apartments tract and with said proposed south right-of-way line of Spring Valley Road, a distance of 174.54 feet to a point (unable to set) near the southwest corner of an AT&T box for the intersection of said proposed south right-of-way line with the common north line of said Glenwood Apartments tract and the existing south right-of-way line of Spring Valley Road (a 60 foot wide right-of-way as shown on said SPRINGHAVEN APARTMENTS ADDITION plat);

THENCE South 89 degrees 38 minutes 15 seconds East, departing said proposed south right-of-way line of Spring Valley Road, with said common line, a distance of 211.47 feet to a point for corner;

THENCE South 89 degrees 45 minutes 06 seconds East, continuing with said common line, a distance of 294.89 feet to a 1/2-inch found iron rod for the common northeast corner of said Glenwood Apartments tract and the northwest corner of said SPRINGHAVEN APARTMENTS ADDITION;

THENCE South 00 degrees 21 minutes 45 seconds West, departing said common line, with the aforementioned common line between said Glenwood Apartments tract and said SPRINGHAVEN APARTMENTS ADDITION, a distance of 14.79 feet to the POINT OF BEGINNING and containing 5,950 square feet or 0.1366 of an acre of land, more or less.

[Handwritten signature]
17 AUG 2010



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

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SPECIAL WARRANTY DEED

DATE: October ____, 2010

GRANTOR: **DCO Springhaven LP**, a Delaware limited partnership

Grantor's Address: c/o UDR, Inc.
 5430 LBJ Freeway, Suite 1250
 Dallas, TX 75240

GRANTEE: Town of Addison, Texas
 5300 Belt Line Road
 Addison, Texas 75254

CONSIDERATION:

Ten Dollars (\$10.00) in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor, the benefits to be derived by Grantor and its remaining property as a result of public improvements to the Property, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged).

PROPERTY:

That certain tract or parcel of real property containing 1,245 square feet or 0.029 of an acre of land, more or less, located in the Town of Addison, Texas as more particularly described on Exhibit A attached hereto, which is incorporated herein by reference.

This grant, conveyance and assignment is made and accepted subject to: (i) all zoning, building and development laws, codes and ordinances of the Town of Addison and other governmental entities having jurisdiction over the Property; and (ii) all other easements, restrictions, covenants and conditions affecting the Property, or any part thereof, of record in Dallas County, Texas, to the extent the same are validly existing and applicable to the Property.

Grantor, for the Consideration described above, GRANTS, SELLS, AND CONVEYS to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's successors, and assigns to warrant and forever

defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under Grantor, but not otherwise.

MISCELLANEOUS:

(a) The Property hereby conveyed may be used as a right-of-way for the passage of vehicular and pedestrian traffic and for street and road purposes together with all and singular related rights and appurtenances, including (without limitation) the construction, installation, improvement, inspection, reconstruction, replacement, repair, use, operation, maintenance, opening, closing, and removal of streets, roads, sidewalks, utilities (including, without limitation, water and sanitary sewer facilities and related appurtenances), drainage facilities, landscaping, trails, signs, traffic control devices, and other uses of a public right-or-way as Grantee may find necessary or appropriate or which are customary or incidental thereto, and may be used for any and all other public uses and related rights and appurtenance thereto as Grantee may find necessary or appropriate. Improvements may be on such grade and according to such plans and specifications as will, in the opinion of Grantee, best serve the public purpose.

(b) The consideration described above shall be deemed full compensation for the conveyance of the Property, and for any diminution in value that may result to the remaining property of Grantor by virtue of Grantee's use of the Property.

(c) When the context requires it, singular nouns and pronouns include the plural.

EXECUTED effective as of the day first written above.

DCO SPRINGHAVEN LP,
a Delaware limited partnership
By: DCO Realty, Inc., its General Partner

By: _____
Mark M. Culwell

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on October ____, 2010 by Mark M. Culwell, authorized agent for DCO Realty, Inc., a Delaware corporation, general partner of **DCO Springhaven LP**, a Delaware limited partnership, on behalf of said limited partnership.

Notary Public, State of Texas

AFTER RECORDED, PLEASE RETURN TO:
Mr. John M. Hill
Cowles & Thompson
901 Main Street, Suite 3900
Dallas, Texas 75202-3793

LEGAL DESCRIPTION

ROW DEDICATION
NOAH GOOD SURVEY, ABSTRACT NO. 520
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

Being a tract of land in the Noah Good Survey, Abstract No. 520, Dallas County, Texas, and being located in the Town of Addison, Texas, being part of Springhaven Apartments Addition, an addition to the Town of Addison, Dallas County, Texas according to the map thereof recorded in Volume 78015, Page 1834, Deed Records of Dallas County, Texas, said tract conveyed to DCO Springhaven LP by Special Warranty Deed recorded in County Clerk Instrument No. 20070153048, Deed Records of Dallas County, Texas and being more particularly described as follows:

Beginning at a found $\frac{1}{2}$ inch iron rod for a corner in the northwest line of Vitruvian Way (a 100 foot right of way), said point being the most easterly northeast corner of the said Springhaven Apartment Addition and said point being S $26^{\circ}22'15''$ W, a distance of 221.93 feet from a found "x" at the south corner of a circular right of way corner clip at the intersection of the northwest line of Vitruvian Way with the south line of Spring Valley Road (a variable width right of way) and said point being the southeast corner of a tract of land conveyed to Crimson Tide Management, Inc. by deed recorded in Volume 98060, Page 3378, Deed Records of Dallas County, Texas;

THENCE, S $26^{\circ}22'15''$ W, with the northwest line of Vitruvian Way, a distance of 129.59 feet to a set $\frac{5}{8}$ inch iron rod for corner, said point the beginning of a non-tangent curve to the left with a central angle of $25^{\circ}46'25''$, a radius of 293.56 feet, a chord bearing of N $13^{\circ}29'03''$ E and a chord distance of 130.94 feet;

THENCE, Northeasterly, departing the northwest line of Vitruvian Way and along said curve, an arc distance of 132.05 feet to a set "x" cut on concrete for a corner in the common line of the said Springhaven Apartments Addition and the said Crimson Tide Management, Inc. tract;

THENCE, S $67^{\circ}26'00''$ E, with the said common line, a distance of 29.27 feet to the POINT OF BEGINNING and Containing 1,245 square feet or 0.029 acre of land.

LEGAL DESCRIPTION

ROW DEDICATION
NOAH GOOD SURVEY, ABSTRACT NO. 520
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

(The bearing basis for this exhibit is the deed to DCO Clipper Pointe, LP as recorded in County Clerk Instrument No. 20070170325, Deed Records of Dallas County, Texas.)

(A sketch of even survey date herewith accompanies this description.)

SURVEYOR'S CERTIFICATE

The undersigned hereby certifies the above legal description was prepared from an on the ground survey performed under the supervision of the undersigned and that the legal description accurately sets out the meets and bounds of the right of way dedication tract described.

Dated: September 8, 2010



L. Lynn Kadleck
Registered Professional
Land Surveyor No. 3952



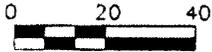
EXHIBIT "A"
 ROW DEDICATION
 NOAH GOOD SURVEY, ABSTRACT NO. 520
 TOWN OF ADDISON, DALLAS COUNTY, TEXAS

SPRING VALLEY ROAD

Variable Width ROW



SCALE: 1"=40'



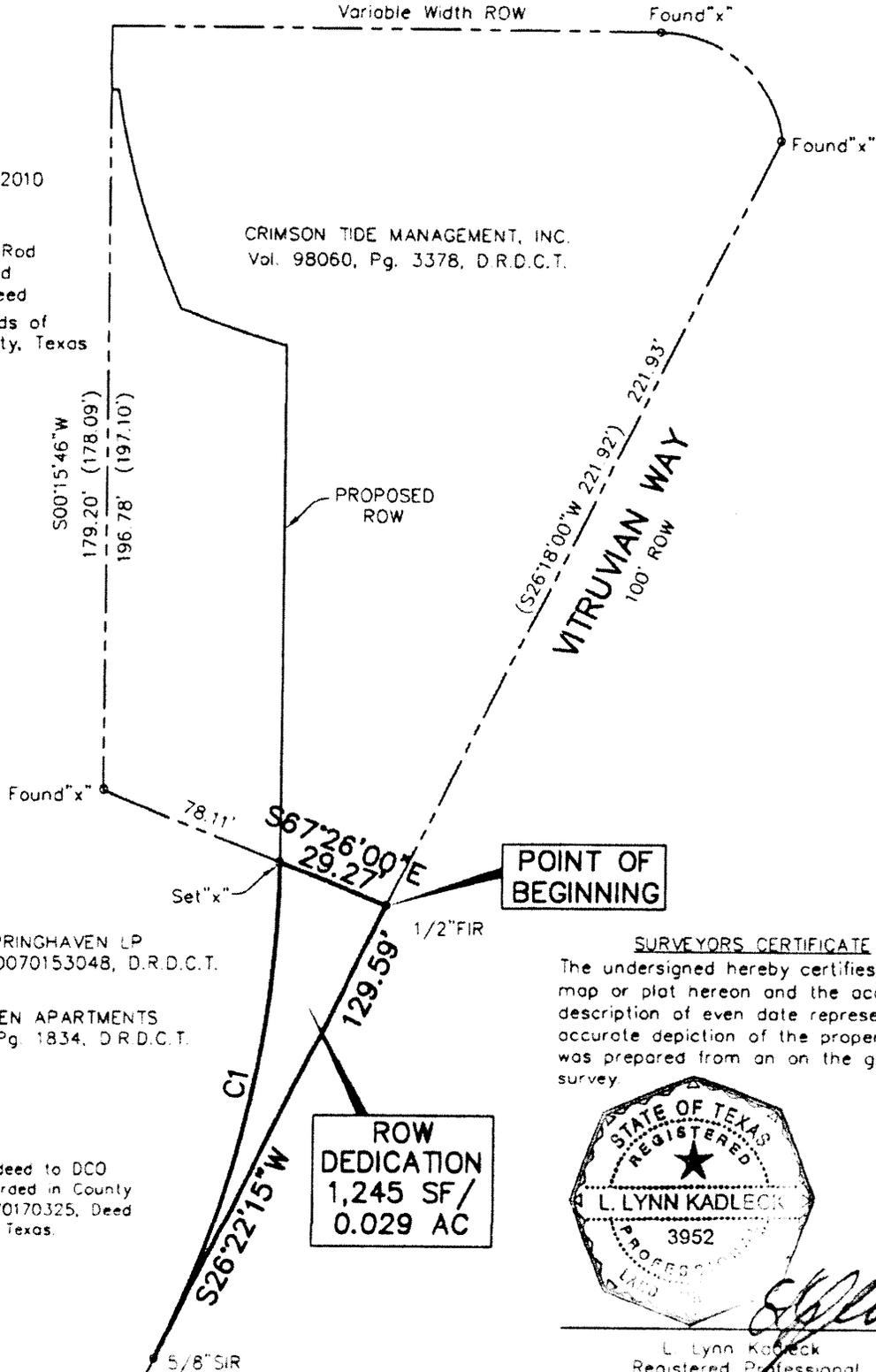
Job No. 3045

Date: September 8, 2010

LEGEND

- FIR Found Iron Rod
- SIR Set Iron Rod
- () Calls per deed
- D.R.D.C.T. Deed Records of Dallas County, Texas

CRIMSON TIDE MANAGEMENT, INC.
 Vol. 98060, Pg. 337B, D.R.D.C.T.

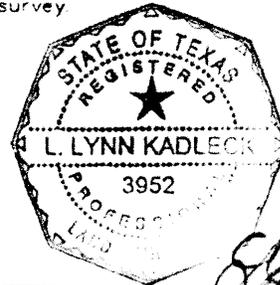


DCO SPRINGHAVEN LP
 CC Inst. No. 20070153048, D.R.D.C.T.

SPRINGHAVEN APARTMENTS
 Vol. 78015, Pg. 1834, D.R.D.C.T.

SURVEYORS CERTIFICATE

The undersigned hereby certifies that this map or plat hereon and the accompanying description of even date represents an accurate depiction of the property and was prepared from an on the ground survey.



9/8/10

L. Lynn Kadleck
 Registered Professional
 Land Surveyor No. 3952

NOTE:

The bearing basis is the deed to DCO Clipper Pointe, LP as recorded in County Clerk instrument No. 20070170325, Deed Records of Dallas County, Texas.

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
1	25.4625	132.05	293.36	N13°29'03"E	130.94

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

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SPECIAL WARRANTY DEED

DATE: October ____, 2010

GRANTOR: **DCO Springhaven LP**, a Delaware limited partnership

Grantor's Address: c/o UDR, Inc.
 5430 LBJ Freeway, Suite 1250
 Dallas, TX 75240

GRANTEE: Town of Addison, Texas
 5300 Belt Line Road
 Addison, Texas 75254

CONSIDERATION:

Ten Dollars (\$10.00) in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor, the benefits to be derived by Grantor and its remaining property as a result of public improvements to the Property, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged).

PROPERTY:

That certain tract or parcel of real property containing 10,983 square feet or 0.2521 of an acre of land, more or less, located in the Town of Addison, Texas as more particularly described on Exhibit A attached hereto, which is incorporated herein by reference.

This grant, conveyance and assignment is made and accepted subject to: (i) all zoning, building and development laws, codes and ordinances of the Town of Addison and other governmental entities having jurisdiction over the Property; and (ii) all other easements, restrictions, covenants and conditions affecting the Property, or any part thereof, of record in Dallas County, Texas, to the extent the same are validly existing and applicable to the Property.

Grantor, for the Consideration described above, GRANTS, SELLS, AND CONVEYS to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's successors, and assigns to warrant and forever

defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under Grantor, but not otherwise.

MISCELLANEOUS:

(a) The Property hereby conveyed may be used as a right-of-way for the passage of vehicular and pedestrian traffic and for street and road purposes together with all and singular related rights and appurtenances, including (without limitation) the construction, installation, improvement, inspection, reconstruction, replacement, repair, use, operation, maintenance, opening, closing, and removal of streets, roads, sidewalks, utilities (including, without limitation, water and sanitary sewer facilities and related appurtenances), drainage facilities, landscaping, trails, signs, traffic control devices, and other uses of a public right-or-way as Grantee may find necessary or appropriate or which are customary or incidental thereto, and may be used for any and all other public uses and related rights and appurtenance thereto as Grantee may find necessary or appropriate. Improvements may be on such grade and according to such plans and specifications as will, in the opinion of Grantee, best serve the public purpose.

(b) The consideration described above shall be deemed full compensation for the conveyance of the Property, and for any diminution in value that may result to the remaining property of Grantor by virtue of Grantee's use of the Property.

(c) When the context requires it, singular nouns and pronouns include the plural.

EXECUTED effective as of the day first written above.

DCO SPRINGHAVEN LP,
a Delaware limited partnership
By: DCO Realty, Inc., its General Partner

By: _____
Mark M. Culwell

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on October ____, 2010 by Mark M. Culwell, authorized agent for DCO Realty, Inc., a Delaware corporation, general partner of **DCO Springhaven LP**, a Delaware limited partnership, on behalf of said limited partnership.

Notary Public, State of Texas

AFTER RECORDED, PLEASE RETURN TO:
Mr. John M. Hill
Cowles & Thompson
901 Main Street, Suite 3900
Dallas, Texas 75202-3793

LEGAL DESCRIPTION

RIGHT-OF-WAY PARCEL 2

BEING a tract of land situated in the Noah Good Survey, Abstract Number 520, Town of Addison, Dallas County, Texas, and being part of SPRINGHAVEN APARTMENTS ADDITION, an addition to the Town of Addison, Dallas County, Texas, as recorded in Volume 78015, Page 1834 of the Deed Records of Dallas County, Texas, said tract also being part of that tract of land described in deed to DCO Springhaven LP as recorded in Instrument Number 20070153048 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a 1/2-inch found iron rod for the southeast corner of that tract of land described in deed to DCO Glenwood Apartments LP as recorded in Instrument Number 20070159781, O.P.R.D.C.T.;

THENCE North 00 degrees 21 minutes 45 seconds East, with the east line of said Glenwood Apartments tract, at a distance of 7.28 feet passing a point for the southwest corner of said SPRINGHAVEN APARTMENTS ADDITION from which a 1/2-inch found iron rod with red cap stamped "FD" bears South 51 degrees 23 minutes 45 seconds West a distance of 0.27 of a foot, continuing with the common west line of said SPRINGHAVEN APARTMENTS ADDITION and said east line of said Glenwood Apartments tract, a total distance of 525.80 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF" (hereinafter referred to as "with cap") for the POINT OF BEGINNING at the intersection of said common line with the proposed south right-of-way line of Spring Valley Road (a proposed variable width right-of-way);

THENCE North 00 degrees 21 minutes 45 seconds East, continuing with said common line, a distance of 14.79 feet to a 1/2-inch found iron rod for the common northwest corner of said SPRINGHAVEN APARTMENTS ADDITION and the northeast corner of said Glenwood Apartments tract, said point being on existing south right-of-way line of Spring Valley Road (a 60 foot wide right-of-way as shown on said SPRINGHAVEN APARTMENTS ADDITION plat);

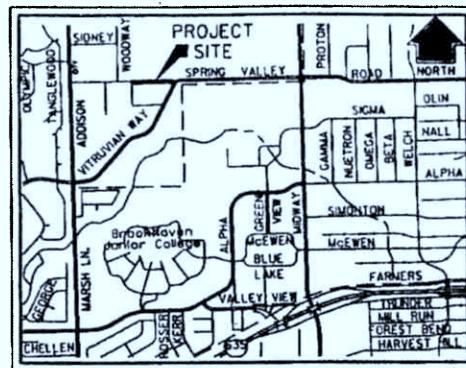
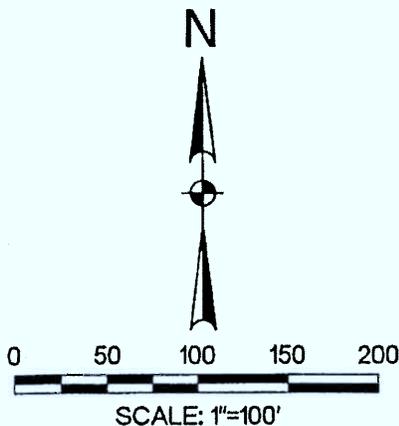
THENCE South 89 degrees 46 minutes 55 seconds East, departing said common line, with the common north line of said SPRINGHAVEN APARTMENTS ADDITION and the north line of said Glenwood Apartments tract, a distance of 679.50 feet to a 5/8-inch found iron rod with yellow plastic cap stamped "WORRELL & ASSOC." for the point of curvature of a tangent circular curve to the right having a radius of 223.50 feet whose chord bears South 79 degrees 10 minutes 12 seconds East a distance of 82.32 feet;

THENCE Easterly, continuing with said common line, with said curve, through a central angle of 21 degrees 13 minutes 27 seconds, an arc distance of 82.79 feet to a 1/2-inch set iron rod with cap for intersection of said common line with the aforementioned proposed south right-of-way line of Spring Valley Road;

THENCE North 89 degrees 45 minutes 14 seconds West, departing said common line, over and across said SPRINGHAVEN APARTMENTS ADDITION, with said proposed south right-of-way line of Spring Valley Road, a distance of 760.45 feet to the POINT OF BEGINNING and containing 10,983 square feet or 0.2521 of an acre of land, more or less.



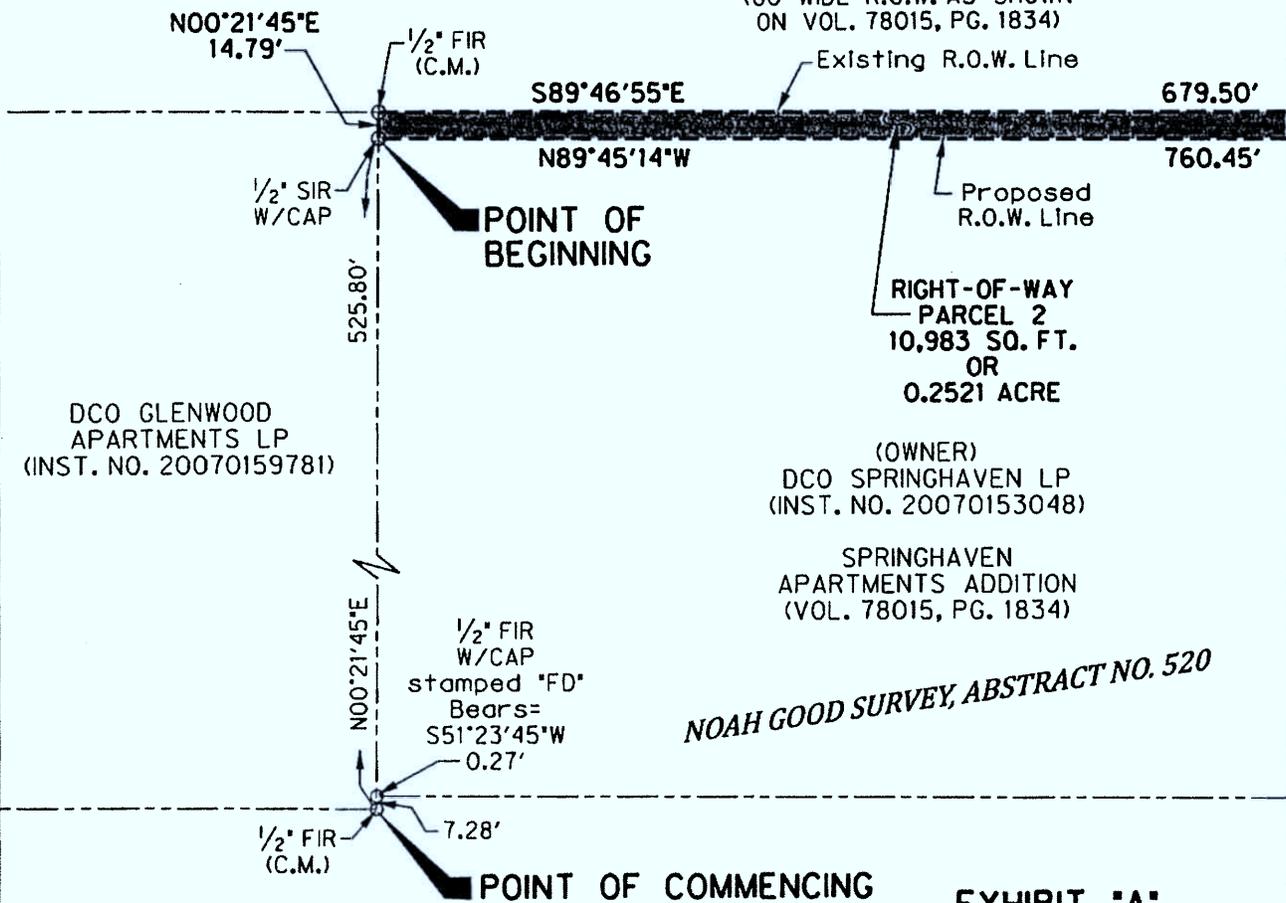
NOAH GOOD SURVEY,
ABSTRACT NO. 520



LOCATION MAP
NOT TO SCALE

SPRING VALLEY ROAD

(60' WIDE R.O.W. AS SHOWN
ON VOL. 78015, PG. 1834)



DCO GLENWOOD
APARTMENTS LP
(INST. NO. 20070159781)

(OWNER)
DCO SPRINGHAVEN LP
(INST. NO. 20070153048)

SPRINGHAVEN
APARTMENTS ADDITION
(VOL. 78015, PG. 1834)

NOAH GOOD SURVEY, ABSTRACT NO. 520

LEGEND:

- 1/2" SIR 1/2-INCH SET IRON ROD WITH A YELLOW
- W/CAP PLASTIC CAP STAMPED "HALFF"
- 1/2" FIR 1/2-INCH FOUND IRON ROD
- (C.M.) CONTROL MONUMENT

The Basis of Bearing is North 00 degrees 16 minutes 14 seconds East for the west line of the SPRINGHAVEN APARTMENTS ADDITION (rotated 00 degrees 05 minutes 31 seconds clockwise to match plan basis of bearing for the Town of Addison's Spring Valley Road Widening Project from Woodway to Vitruvian Way).

EXHIBIT "A"

OF
RIGHT-OF-WAY PARCEL 2

10,983 SQUARE FEET OR
0.2521 ACRE
SITUATED IN THE

NOAH GOOD SURVEY, ABSTRACT NO. 520
TOWN OF ADDISON, DALLAS COUNTY, TEXAS
FOR THE

TOWN OF ADDISON

BY



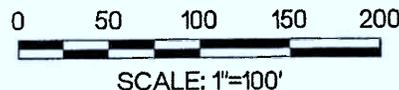
HALFF ASSOCIATES INC., ENGINEERS - SURVEYORS
1201 NORTH BOWSER ROAD - RICHARDSON, TEXAS - 75081-2275
SCALE: 1"=100' (214)346-6200 AVO. 27530 AUGUST, 2010

RCH/CS_HR6100_8-5x11.dwg

Sheet

8/17/2010 2:20:51 PM ah1908 HALFF 1:2700042753048-DWG-HR0424-27530.dwg

NOAH GOOD SURVEY,
ABSTRACT NO. 520



SPRING VALLEY ROAD

(60' WIDE R.O.W. AS SHOWN
ON VOL. 78015, PG. 1834)

$\Delta=21^{\circ}13'27''$
 $R=223.50'$
 $T=41.88'$
 $L=82.79'$
 $C.B.=S79^{\circ}10'12''E$
 $C.L.=82.32'$

MATCH LINE (SEE PAGE 3 OF 4)

Existing R.O.W. Line

$S89^{\circ}46'55''E$
679.50'

5/8" FIR
W/yellow
cap stamped
"WORRELL
& ASSOC."

760.45'
 $N89^{\circ}45'14''W$
Proposed
R.O.W. Line

1/2" SIR
W/CAP

L=6.45'

1/2" FIR

(OWNER)
CRIMSON TIDE
MANAGEMENT, INC.
(VOL. 98060,
PG. 03378)

RIGHT-OF-WAY
PARCEL 2
10,983 SQ. FT.
OR
0.2521 ACRE

(OWNER)
DCO SPRINGHAVEN LP
(INST. NO. 20070153048)

SPRINGHAVEN
APARTMENTS ADDITION
(VOL. 78015, PG. 1834)

NOAH GOOD SURVEY,
ABSTRACT NO. 520

VITRUVIAN WAY



EXHIBIT "A"

OF
RIGHT-OF-WAY PARCEL 2

10,983 SQUARE FEET OR
0.2521 ACRE
SITUATED IN THE

NOAH GOOD SURVEY, ABSTRACT NO. 520
TOWN OF ADDISON, DALLAS COUNTY, TEXAS
FOR THE

TOWN OF ADDISON

BY



HALFF ASSOCIATES INC., ENGINEERS - SURVEYORS
1201 NORTH BOWSER ROAD ~ RICHARDSON, TEXAS ~ 75081-2275
SCALE: 1"=100' (214)346-6200 AVO. 27530 AUGUST, 2010

LEGEND:

- | | |
|----------|-------------------------------------|
| 1/2" SIR | 1/2-INCH SET IRON ROD WITH A YELLOW |
| W/CAP | PLASTIC CAP STAMPED "HALFF" |
| 1/2" FIR | 1/2-INCH FOUND IRON ROD |
| (C.M.) | CONTROL MONUMENT |

Council Agenda Item: #R5

AGENDA CAPTION:

Presentation, discussion and consideration of approval to authorize the City Manager to execute a Construction contract with North Texas Contracting, Inc., in the amount of \$3,478,396.90 with a contract duration of 271 calendar days for the Spring Valley Road Widening Project from Woodway to Vitruvian Way including plans for Vitruvian Park Public Improvements Phase 1, Extension of Vitruvian Way.

FINANCIAL IMPACT:

See Attachment.

BACKGROUND:

The Town has been working on the widening of Spring Valley Road and the re-location of the intersection since early this year. Development Services staff has acquired the property on the corner that will allow the re-alignment of the intersection of Ponte and Spring Valley and the widening of Spring Valley Road to the west. The new alignment of the intersection of Vitruvian Way will better serve the school site and vehicles travelling from Spring Valley Road to Vitruvian Way.

The Town executed a professional services agreement on May 25, 2010 with Halff Associates for the design of the Spring Valley Road widening project from Woodway to Vitruvian Way. The Town has also executed a professional services agreement that included the design of the Vitruvian Way Extension to Spring Valley with icon, Inc on February 9, 2010. In order to provide one contractor to re-construct the intersection and manage the traffic control during re-construction, staff requested that Halff Associates combine the two sets of engineering plans and bid them as one document.

The Town received bids for the proposed widening of Spring Valley Road and the extension of Vitruvian Way on October 18, 2010. The Town received three qualified bids and the lowest responsive bid received was \$3,478,396.90. At the February 15, 2010 Council meeting, Council approved the Dallas County Capital Improvement Program Project Supplemental Agreement to the Master Agreement governing major capital transportation

improvement projects for Addison Multimodal Connectivity Improvements (Segments A-E) included financial participation of \$100,000 for the Spring Valley Road project.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[Bid Tab Summary](#)

[Financial Impact](#)

Type:

Exhibit

Backup Material

Bid Tab Summary

	E.D. Bell Const.	Tiseo Paving Co.	North Texas Contracting
Spring Valley Bid Amount	\$2,564,149.42	\$2,610,660.95	\$2,477,827.40
Days Bid x \$2000 Amount	\$540,000	\$540,000	\$542,000.00
Spring Valley Total Bid (A+B)	\$3,104,149.42	\$3,150,660.95	\$3,019,827.40
Vitruvian Way Extension Bid Amount	\$958,429.65	\$1,034,386.79	\$1,000,569.50
Days Bid x \$3,000 (Base+Add Alt. #2) (B)	\$270,000.00	\$270,000.00	\$271,000.00
Vitruvian Way Extension Total Bid (A+B)	\$1,228,429.65	\$1,304,386.79	\$1,271,569.50

Spring Valley + Vitruvian Way Extension Bid Amount	\$3,522,579.07	\$3,645,047.74	\$3,478,396.90
Spring Valley + Vitruvian Way Extension Total (A+B)	\$4,332,579.07	\$4,455,047.74	\$4,291,396.90

**SPRING VALLEY ROAD WIDENING
FINANCIAL IMPACT:**

Construction Funding Amount:	\$1,500,000	Certificates of Obligation
(Spring Valley Road)	\$1,300,000	D.I.S.D. and UDR portion
	<u>\$ 100,000</u>	Dallas County amount
	\$2,900,000	Total Spring Valley Funding
Construction Contract Amount:	\$2,477,827.40	Spring Valley Road
	<u>\$1,000,569.50</u>	Vitruvian Way Extension*
	\$3,478,396.90	Total Contract Amount

*The Master Facilities Agreement with UDR, Inc. includes funding in the amount of \$1,451,699 for the Vitruvian Way Extension, including design, testing and inspection, construction management and construction fees.

Council Agenda Item: #R6

AGENDA CAPTION:

Presentation, discussion and consideration of approval to authorize the City Manager to execute a Discretionary Service Agreement with Oncor Electric Delivery Company in the amount of \$391,685.28 for the relocation of Oncor facilities for the Spring Valley Road widening project underground.

FINANCIAL IMPACT:

See Attachment.

BACKGROUND:

On May 25, 2010 the Town executed a professional services agreement with Half Associates for the design of the Spring Valley Road widening project from Woodway to Vitruvian Way. The Town has also executed a professional services agreement that included the design of the Vitruvian Way extension to Spring Valley with icon Consulting Engineers, Inc on Feb. 9, 2010. In order to provide one contractor to re-construct the intersection and manage the traffic control during re-construction, staff has combined the two sets of engineering plans and has bid them as one document. Town staff met to kick-off the design and evaluated different alignment alternatives. The alignment selected was advantageous and moved the road centerline slightly to the south. The new centerline alignment allowed for a smoother transition for traffic control phases and preserved numerous large trees along the north side of the road. The concept also included the relocation of Oncor electric facilities to an underground duct bank that would be constructed in conjunction with the road construction. Oncor has worked with the Town to design the best, most effective alignment of the duct bank structure and to minimize the expense of the underground duct bank. Oncor has provided the attached proposed Discretionary Service Agreement for the relocation of the lines to the new underground facility. Oncor estimates their work will take two weeks.

The Town received bids for the proposed widening of Spring Valley Road, from Woodway to Vitruvian Way on October 18, 2010. The lowest responsive bid received was \$3,478,396.90, and the construction is scheduled to begin in early November. With

execution of this agreement, the Town of Addison agrees to compensate Oncor Electric Delivery Co. \$391,685.28 to relocate the lines running currently overhead underground.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

- [Financial Impact](#)
- [Discretionary Service Agreement](#)
- [Electric Construction Print](#)

Type:

- Backup Material
- Backup Material
- Backup Material

FINANCIAL IMPACT:

Construction Funding Allocated: (Spring Valley Road)	\$1,500,000 \$1,300,000 <u>\$ 100,000</u> \$2,900,000 \$ 400,000	Certificates of Obligation D.I.S.D. and UDR portion Dallas County amount Total Spring Valley Funding Oncor Relocation Allocation
Construction Contract Amount:	\$2,477,827.40 \$ 391,685.28	Spring Valley Road Oncor Relocation Cost

**Tariff for Retail Delivery Service
Oncor Electric Delivery LLC**

6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Effective Date: January 1, 2002

Page 1 of 3

010407 Revision: Original

6.3.4 Discretionary Service Agreement

WR 3091270
CIAC Tracking #23300

This Discretionary Service Agreement ("Agreement") is made and entered into this _____ day of _____ 2010, by **Oncor Electric Delivery Company LLC** ("Oncor Electric Delivery" or "Company"), a Delaware limited liability company, under the Delaware Limited Liability Company Act, and a distribution utility, and the **Town of Addison, Texas** ("Customer"), each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. Discretionary Services to be Provided -- Company agrees to provide, and Customer agrees to pay for the following discretionary services in accordance with this Agreement:

Per a request from the **Town of Addison, Texas**, Oncor Electric Delivery LLC (OED) will relocate overhead electric distribution facilities that are in conflict with the proposed widening of Spring Valley Road and install place them underground. The Town of Addison will provide OED duct structure to facilitate the placement of underground electric distribution cables for this relocation and future electric distribution expansion. It is proposed to install 3-1000 CU 7.2/12.5 KV URD primary cables, 3-1/0 AL 7.2/12.5 KV URD primary cables, 1/0 AL 7.2 KV primary URD cable, 1/0 AL TPX URD secondary cables, #2 AAAC PMH 7.2/12.5 KV URD primary conductors, #2 AL TPX secondary conductor, 1-PMH 9 switch gear, 75 KVA of pad mounted transformation and 30 KVA of pole mounted transformation: remove 3-477 ACSR 7.2/12.5 KV primary conductors, #2 and #4 TPX secondary conductor, #2 URD street light conductor, 282 KVA of pole mounted transformation, 2 capacitor banks, 5 street light standards and 13 street lights; transfer primary metering and 1 Scada switch. This project will be worked on Oncor Electric Delivery **WR# 3091270E**.

2. Nature of Service and Company's Retail Delivery Service Tariff -- Any discretionary services covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable Public Utility Commission of Texas ("PUCT") Substantive Rules and Company's Tariff for Retail Delivery Service (including the Service Regulations contained therein), as it may from time to time be fixed and approved by the PUCT ("Company's Retail Delivery Tariff"). During the term of this Agreement, Company is entitled to discontinue service, interrupt service, or refuse service initiation requests under this Agreement in accordance with applicable PUCT Substantive Rules and Company's Retail Delivery Tariff. Company's Retail Delivery Tariff is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Retail Delivery Tariff.

3. Discretionary Service Charges -- Charges for any discretionary services covered by this Agreement are determined in accordance with Company's Retail Delivery Tariff. Company and Customer agree to comply with PUCT or court orders concerning discretionary service charges.

4. Term and Termination -- This Agreement becomes effective upon acceptance by both the Company and the Customer and continues in effect until all associated work by Oncor Electric Delivery LLC is complete and reimbursements are secured, with no allowances for betterment. Termination of this Agreement does not relieve Company or Customer of any obligation accrued or accruing prior to termination.

5. No Other Obligations -- This Agreement does not obligate Company to provide, or entitle Customer to receive, any service not expressly provided for herein. Customer is responsible for making the arrangements necessary for it to receive any further services that it may desire from Company or any third party.

6. Governing Law and Regulatory Authority -- This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

7. Amendment -- This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties. But changes to applicable PUCT Substantive Rules and Company's Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.

8. Entirety of Agreement and Prior Agreements Superseded -- This Agreement, including all attached Exhibits, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the service(s) expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

**Tariff for Retail Delivery Service
Oncor Electric Delivery LLC**

6.3 Agreements and Forms

Applicable: Entire Certified Service Area
Effective Date: January 1, 2002

Page 2 of 3
010407 Revision: Original

9. Notices -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to Company:

Oncor Electric Delivery LLC
Attn: Mr. Larry K. Baldwin
115 W. 7th Street, Suite 625
Fort Worth, TX 76102

(b) If to Customer:

Town of Addison
Attn: Nancy Straub Cline, PE
16801 Westgrove Drive
Addison, Texas 75001-9010

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other.

10. Invoicing and Payment -- Invoices for any discretionary services covered by this Agreement will be mailed by Company to the following address (or such other address directed in writing by Customer), unless Customer is capable of receiving electronic invoicing from Company, in which case Company is entitled to transmit electronic invoices to Customer.

Town of Addison
Attn: Nancy Straub Cline, PE
16801 Westgrove Drive
Addison, Texas 75001-9010

If Company transmits electronic invoices to Customer, Customer must make payment to Company by electronic funds transfer. Electronic invoicing and payment by electronic funds transfer will be conducted in accordance with Company's standard procedures. Company must receive payment by the due date specified on the invoice. If payment is not received by the Company by the due date shown on the invoice, a late fee will be calculated and added to the unpaid balance until the entire invoice is paid. The late fee will be 5% of the unpaid balance per invoice period.

11. No Waiver -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

12. Taxes -- All present or future federal, state, municipal, or other lawful taxes applicable by reason of any service performed by Company, or any compensation paid to Company, hereunder must be paid by Customer.

13. Headings -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

14. Multiple Counterparts -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

15. Other Terms and Conditions --

(i) Customer agrees that payment shall be made within **60 days** of the date the project is completed or the date the invoice is received, whichever is later. The amount to be invoiced is **\$ 380,159.56**.

(ii) Customer has disclosed to Company all underground facilities owned by Customer or any other party that is not a public utility or governmental entity, that are located within real property owned by Customer. In the event that Customer has failed to do so, or in the event of the existence of such facilities of which Customer has no knowledge, Company, its agents and contractors, shall have no liability, of any nature whatsoever, to Customer, or Customer's agents or assignees, for any actual or consequential damages resulting from damage to such undisclosed or unknown facilities.

(iii) The Discretionary Service Charges provided in this agreement are for Oncor Electric Delivery facilities **only** and do not include any charges related to the relocation of any facilities owned by a franchised utility, governmental entity, or licensed service provider (Joint User). The customer must contact all Joint Users

**Tariff for Retail Delivery Service
Oncor Electric Delivery LLC**

6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Effective Date: January 1, 2002

Page 3 of 3

010407 Revision: Original

and make arrangements to have their facilities transferred or relocated. Oncor Electric Delivery can not complete the relocation/removal of facilities outline in this agreement until Joint Users(s) remove their facilities attached to Oncor Electric Delivery poles.

(iv) Construction of this project will not begin until this signed document is returned to Oncor Electric Delivery Company LLC at the above referenced address.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be sign by their respective duly authorized representatives.

ONCOR ELECTRIC DELIVERY COMPANY LLC

TOWN OF ADDISON, TEXAS

By: _____

By: _____

Name: James C. Chase

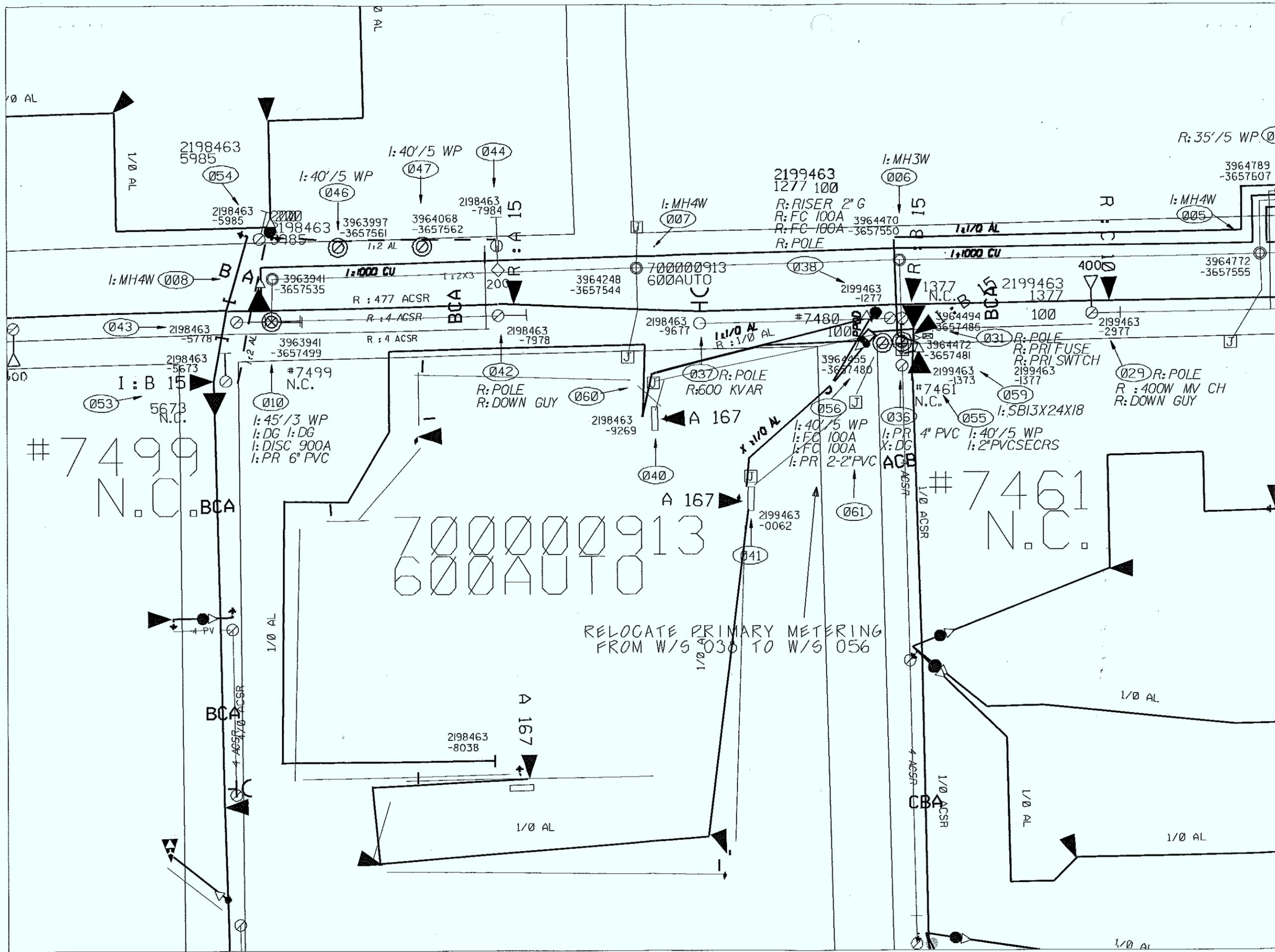
Name: _____

Title: Manager of Major Design

Title: _____

Date: _____

Date: _____



2198463
5985
Ø54

I: 40'/5 WP Ø44
I: 40'/5 WP Ø46
I: 40'/5 WP Ø47

2199463
1277 100
R: RISER 2" G
R: FC 100A 3964470
R: FC 100A -3657550
R: POLE

R: 35'/5 WP Ø03
3964789
-3657607

I: MH4W Ø08
I: 1000 CU
R: 477 ACSR
R: 4 ACSR

700000913
600AUTO
Ø38

I: MH3W Ø06
I: 1000 CU
Ø31

Ø43
2198463
-5778
I: B 15
Ø53
5673
N.C.

3963941
-3657499
#7499
N.C.
Ø10
I: 45'/3 WP
I: DG I: DG
I: DISC 900A
I: PR 6" PVC

Ø42
R: POLE
R: DOWN GUY
Ø60

Ø37 R: POLE
R: 500 KVAR
A 167

Ø31 R: POLE
R: PRI FUSE
R: PRI SWITCH
Ø59

Ø29 R: POLE
R: 400W MV CH
R: DOWN GUY

#7499
N.C.
BCA

700000913
600AUTO

RELOCATE PRIMARY METERING
FROM W/S 030 TO W/S 056

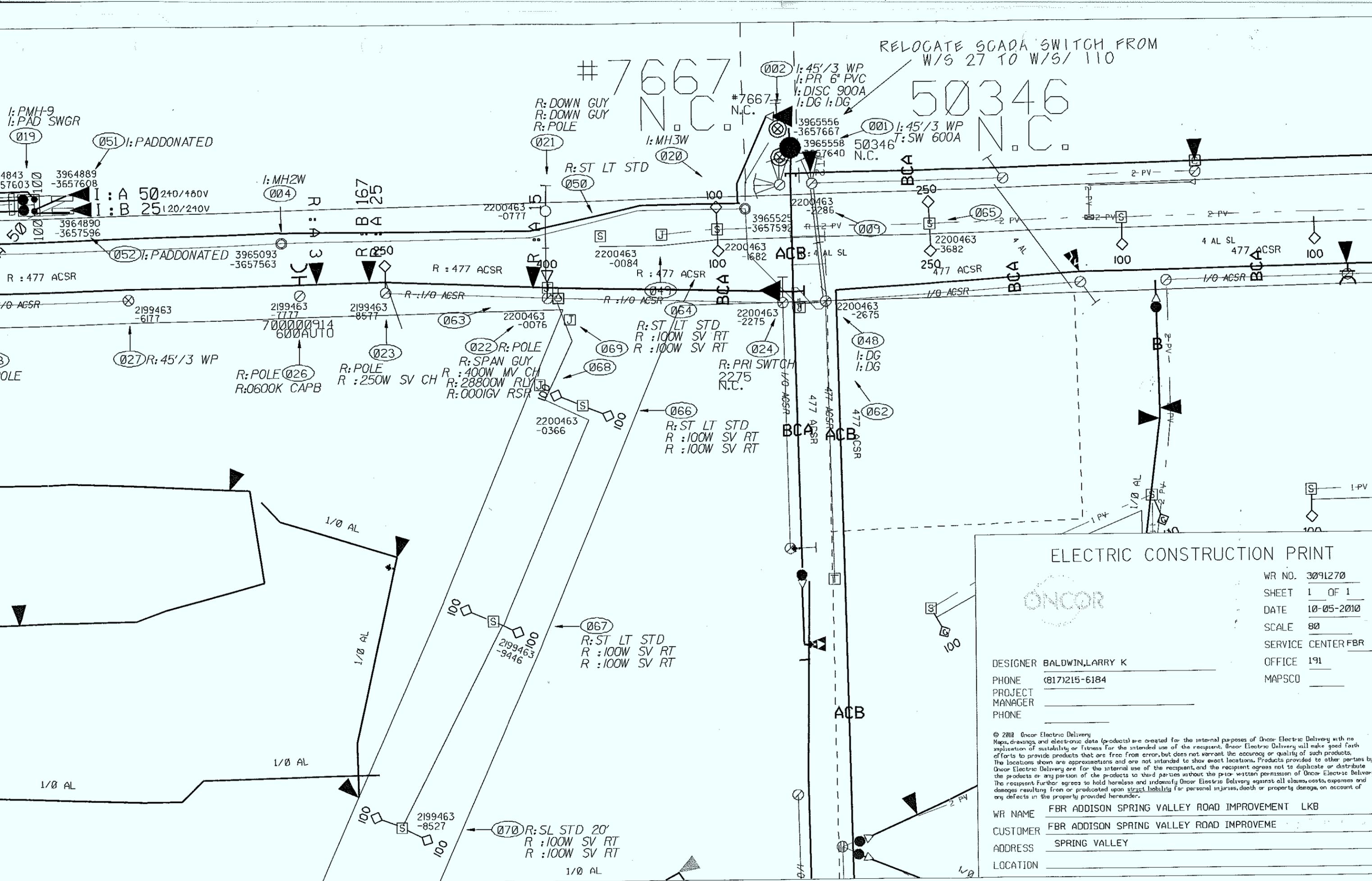
#7461
N.C.
Ø55
I: SBI3X24X18
Ø36
I: PR 4" PVC
X: DG I: 40'/5 WP
I: 2" PVCSECRS

BCA

2198463
-8038
A 167

CBA

1/0 AL



RELOCATE SCADA SWITCH FROM W/S 27 TO W/S/ 110

#7667
N.C.

50346
N.C.

ELECTRIC CONSTRUCTION PRINT



WR NO. 3091270
 SHEET 1 OF 1
 DATE 10-05-2010
 SCALE 80
 SERVICE CENTER FBR
 OFFICE 191
 MAPSCO

DESIGNER BALDWIN, LARRY K
 PHONE (817)215-6184
 PROJECT
 MANAGER
 PHONE

© 2010 Oncor Electric Delivery
 Maps, drawings and electronic data (products) are created for the internal purposes of Oncor Electric Delivery with no implication of suitability or fitness for the intended use of the recipient. Oncor Electric Delivery will make good faith efforts to provide products that are free from error, but does not warrant the accuracy or quality of such products. The locations shown are approximations and are not intended to show exact locations. Products provided to other parties by Oncor Electric Delivery are for the internal use of the recipient, and the recipient agrees not to duplicate or distribute the products or any portion of the products to third parties without the prior written permission of Oncor Electric Delivery. The recipient further agrees to hold harmless and indemnify Oncor Electric Delivery against all claims, costs, expenses and damages resulting from or predicated upon strict liability for personal injuries, death or property damage, on account of any defects in the property provided hereunder.

WR NAME FBR ADDISON SPRING VALLEY ROAD IMPROVEMENT LKB
 CUSTOMER FBR ADDISON SPRING VALLEY ROAD IMPROVEME
 ADDRESS SPRING VALLEY
 LOCATION

Council Agenda Item: #R7

AGENDA CAPTION:

Presentation, discussion and consideration of approval of an Assignment and Construction Services Agreement between the Town of Addison and UDR, Inc., in the amount of \$80,045.56, for and regarding the management of the construction of certain public infrastructure (including streets, water and sanitary sewer lines, and other public infrastructure improvements) within that area of the Town generally known as Vitruvian Park (Vitruvian Park Public Infrastructure Phase 1E).

FINANCIAL IMPACT:

Funding established by Certificates of Obligation for Vitruvian Park (From the \$ 1,451,699.00 Allocated for Phase 1E by the Master Facilities Agreement, Revised Exhibit "C1").

BACKGROUND:

Included in the Master Facilities Agreement with UDR, Inc., which was approved by Council on October 9, 2007 and amended on February 9, 2010, was a provision to assign the construction management of the Vitruvian Park Infrastructure to UDR, Inc. The provision specifies that eight percent (8%) of the Town's portion of the construction cost was established for Construction Management Services. The Town's portion for Phase 1E is \$1,000,569.50. Eight percent (8%) of this figure is \$80,045.56.

This provision was added to insure proper coordination between the contractor for the public infrastructure and the contractor for the private infrastructure, thus both parties will be responsible to UDR, Inc. for construction coordination. The objective was to insure that there are no delays to either party due to a lack of coordination and to insure that there is a single point of contact for all construction related activities.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Provide Superior Public Safety, Customer Service, Social and

Health Services to the Community, Conduct the Business of the
Town in a Fiscally Responsible Manner, Promote Quality
Transportation Services

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R8

AGENDA CAPTION:

Presentation, discussion and consideration of approval to authorize payment to Oncor Electric Delivery Company, LLC, in the amount of \$43,213.27 for the installation of electrical facilities to serve certain public infrastructure (including park, streetscape and other public infrastructure improvements) within that area of the Town generally known as Vitruvian Park (Vitruvian Park Public Infrastructure Phase 1C).

FINANCIAL IMPACT:

Funding established by Certificates of Obligation for Vitruvian Park (From the \$9,204,467 Allocated for Phase 1C by the Master Facilities Agreement, Revised Exhibit "C1"). The Project Manager is Tom Forrest.

BACKGROUND:

Oncor Electric Delivery Company, LLC has provided a Statement of Charges for both up and down charges for temporary service for the creek area park and a Contribution in Aid of Construction for permanent facilities needed to serve the creek area park.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

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

ATTACHMENTS:

Description:

[Statement of Charges from Oncor](#)

Type:

Backup Material

Statement of Charges

WR #: _____
Transaction ID: _____
Date: _____

Services provided at:

DESCRIPTION	AMOUNT
Total Amount Due Upon Receipt	

- Remit payment to the below address and include the WR # and Transaction ID as listed above.
 - Project will be scheduled after payment has been received.
 - Price quoted is valid for sixty days (60) from date of this document.
- If you should have any questions, please contact the Project Manager listed above.



Please make all check(s) payable to **Oncor Electric Delivery**

Remit to:

Attn: _____

