



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

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## **AGENDA**

### **REGULAR MEETING OF THE CITY COUNCIL**

**AND / OR**

### **WORK SESSION OF THE CITY COUNCIL**

**5:30 PM**

**DECEMBER 13, 2011**

**TOWN HALL**

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

### **WORK SESSION**

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Item  
#WS1 - Presentation and discussion of an incentive proposal for the Village on the Parkway.

Item  
#WS2 - Discussion and consideration of action regarding a committee of citizens, known as the Community Partner's Bureau, to serve as liaisons to various non-profit entities with which the Town has contracts for services.

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### **REGULAR MEETING**

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## **Pledge of Allegiance**

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

Introduction of Employees

Discussion of Events/Meetings

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Item #R2- Consent Agenda.

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#2a- Approval of Minutes for the November 22, 2011 Regular Council Meeting.

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#2b- Approval of an amended interlocal agreement between the Town of Addison and the City of Farmers Branch for the provision of library services, subject to the final review and approval of the City Manager and City Attorney.

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#2c- Approval of a resolution approving, and authorizing the City Manager to execute an interlocal agreement with the City of Carrollton entitled "Agreement for Cooperative Purchasing" for the purpose of allowing the Town to engage the services of a tree trimming /pruning company, and approval of authorizing the Town to enter into an agreement with the company to provide tree trimming/pruning services to the Town.

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#2d- Council approval is requested for the purchase of (1) 2012 Aerial Signs & Signal Truck, (1) 2012 Hybrid Electric Vehicle (HEV), (1) 2012 Cab & Chassis Dump Body Truck and (1) 2012 Loader Backhoe under the Town's Inter-local Agreement with the Texas Local Government Purchasing Cooperative - known as BuyBoard in the amount of \$167,286.75 and the Houston Galveston Area Council

(HGAC) in the amount of \$84,303.00.

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Item #R3 **PUBLIC HEARING** Case 1646-SUP/Johnny's Pizza House. Public hearing, discussion and consideration of approval of an ordinance providing for a change of zoning on a tract of land generally located within the Town at 4145 Belt Line Road, Suite 218, which tract of land is currently zoned Local Retail by approving for that tract a Special Use Permit for a restaurant, a Special Use Permit for the sale of alcoholic beverages for on-premises consumption, and a Special Use Permit for an arcade, on application from Johnny's Pizza House, represented by Mr. Scott Lay of AR Lay Construction, LLC.

The Addison Planning and Zoning Commission, meeting in regular session on November 17, 2011, voted to recommend approval of a Special Use Permit for a restaurant, a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, and a Special Use Permit for an arcade, on application from Johnny's Pizza House, subject to the following condition:

-The applicant shall not use the term "bar", "tavern" "saloon" or any equivalent terms in exterior signs.

Voting Aye: Angell, Doherty, Groce, Gunther, Hewitt, Oliver, Wheeler

Voting Nay: none

Absent: none

Attachment(s):

1. docket map, staff report, and commission findings

Recommendation:

Administration recommends approval.

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Item #R4 Consideration and approval authorizing the City Manager to execute change order number 2 in the amount not to exceed \$138,144 and the addition of 60 days to remove and replace 5,000 linear feet of curbs for the Belt Line Median improvements.

Attachment(s):

1. BeltLine Change Order 2

Recommendation:

Staff recommends approval.

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Item #R5 Consideration of approval authorizing the City Manager to execute a contract with the City of Dallas for the purchase of wholesale treated water from Dallas Water Utilities, subject to final review and approval by the City Manager and City Attorney.

Recommendation:

Staff recommends approval.

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Item #R6 Discussion and consideration of approval of (i) a Consulting Services Agreement in the amount of \$174,750 between the Town and iXP Corporation to conduct a study regarding the possible integration and cooperative use of the emergency services dispatch systems of the Town and the cities of Carrollton, Coppell and Farmers Branch, and (ii) an Interlocal Agreement between those four cities regarding equal sharing by the cities of the cost of the iXP study.

Attachment(s):

1. iXP Contract
2. Interlocal Agreement
3. iXP Business Proposal

Recommendation:

Staff recommends approval.

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Item #R7 - Consideration and discussion of the Department of Financial & Strategic Services Quarterly Review for the quarter and year-to-date ended September 30, 2011.

Attachment(s):

1. Q4 2011 Quarterly Report

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Item #ES1 - Closed (Executive) session of the Addison City Council pursuant to Section 551.087, Texas Government Code, to discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or to deliberate the offer of a financial or other incentive to such business prospect or business prospects.

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Item #R8 - Consideration of any action regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or any action regarding the offer of a financial or other incentive to such business prospect or

business prospects.

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Adjourn Meeting

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Posted:

Chris Terry, 12/8/2011, 5:00 PM

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

## **Council Agenda Item: #WS1**

**AGENDA CAPTION:**

Presentation and discussion of an incentive proposal for the Village on the Parkway.

**FINANCIAL IMPACT:**

N/A

**BACKGROUND:**

N/A

**RECOMMENDATION:**

N/A

**COUNCIL GOALS:**

Provide For A Diversified Business Climate, Continue to Attract Visitors

**ATTACHMENTS:**

Description:

Type:

No Attachments Available

## **Council Agenda Item: #WS2**

**AGENDA CAPTION:**

Discussion and consideration of action regarding a committee of citizens, known as the Community Partner's Bureau, to serve as liaisons to various non-profit entities with which the Town has contracts for services.

**FINANCIAL IMPACT:**

N/A

**BACKGROUND:**

N/A

**RECOMMENDATION:**

N/A

**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:

Type:

No Attachments Available



## Council Agenda Item: #R 2a

**AGENDA CAPTION:**

Approval of Minutes for the November 22, 2011 Regular Council Meeting.

**FINANCIAL IMPACT:**

N/A

**BACKGROUND:**

N/A

**RECOMMENDATION:**

N/A

**COUNCIL GOALS:**

N/A

**ATTACHMENTS:**

Description:

[November 22 Minutes](#)

Type:

Backup Material

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

November 22, 2011

6:00 PM - Town Hall

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

Upstairs Conference Room

Council Members Present:

Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Absent:

None

**Work Session**

Item #WS1 - Presentation and discussion regarding Dallas Area Rapid Transit.

Item #WS2 - Presentation and discussion of the Town's water distribution system.

\_\_\_\_\_  
Mayor-Todd Meier

Attest:

\_\_\_\_\_  
City Secretary-Chris Terry

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

November 22, 2011

6:00 PM - Town Hall

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

Posted by: Chris Terry, 11/18/2011, 5:00 PM

Council Members Present:

Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Absent:

None

**REGULAR MEETING**

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

The following employees were introduced: Jake Lackey, Fire Department; Jon Weible, Parks; and Michael Vincent, Police Department.

There was no action taken.

Item #R2 - Consent Agenda

#2a - Approval of Minutes for the November 8, 2011 Regular Council Meeting.

A motion to Approve was made by Mayor Todd Meier.

The motion was seconded by Council Member Blake Clemens.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Voting Nay: None

#2b - Approval authorizing the City Manager to execute a contract with MPI Architects to conduct a Texas Accessibility Standards (TAS) Compliance Review of existing Town facilities.

A motion to Approve was made by Mayor Todd Meier.  
The motion was seconded by Council Member Blake Clemens.  
The motion result was: Passed  
Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik  
Voting Nay: None

#2c - Approval of a contract with Texas First Group Replacement Service, Inc for the provision of an interim director for the Finance Department, subject to the final review and approval of the City Manager and City Attorney.

A motion to Approve was made by Mayor Todd Meier.  
The motion was seconded by Council Member Blake Clemens.  
The motion result was: Passed  
Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik  
Voting Nay: None

#2d - Approval authorizing Smith Pump Company to perform an overhaul and repair of the vertical turbine pump assembly at Celestial Pump Station at a cost not to exceed \$32,000.

A motion to Approve was made by Mayor Todd Meier.  
The motion was seconded by Council Member Blake Clemens.  
The motion result was: Passed  
Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik  
Voting Nay: None

#2e - 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 R11-021 was approved.

A motion to Approve was made by Mayor Todd Meier.

The motion was seconded by Council Member Blake Clemens.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Voting Nay: None

#2f - Approval of a contract with Rodney Hand & Associates Marketing Communications, LP in the amount of \$111,750 for the publication and distribution of the Addison Visitor's Guide and Addison Magazine.

Item was pulled for clarification by Mayor Todd Meier and discussed.

A motion to Approve was made by Mayor Todd Meier.

The motion was seconded by Council Member Kimberly Lay.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Voting Nay: None

#2g - Approval of a contract with Liz Oliphant & Associates, Inc. for public relations services.

Item was pulled for clarification by Mayor Todd Meier and discussed.

A motion to Approve was made by Mayor Todd Meier.

The motion was seconded by Council Member Kimberly Lay.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Voting Nay: None

#2h - Approval of a contract with Margulies Communications Group in the amount of \$42,000 annually for crisis communications services for the Town of Addison.

Item was pulled for clarification by Mayor Todd Meier and discussed.

A motion to Approve was made by Mayor Todd Meier.

The motion was seconded by Council Member Kimberly Lay.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Voting Nay: None

#2i - Approval of a contract with Shiroma Southwest in the amount of \$60,000 annually for public relations and media publicity.

Item was pulled for clarification by Mayor Todd Meier and discussed.

A motion to Approve was made by Mayor Todd Meier.

The motion was seconded by Council Member Kimberly Lay.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Voting Nay: None

Item #R3 - Consideration and discussion of approval of a resolution nominating Michael Hurtt to the Dallas Central Appraisal District Board of Directors.

Charles Goff spoke regarding this item.

A motion to Approve was made by Council Member Blake Clemens.

The motion was seconded by Council Member Bruce Arfsten.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow,

Resnik

Voting Nay: None

Item #R4 - Presentation and consideration of approval amending the Town's Code of Ordinances by amending Article V (Drought Contingency Plan) of Chapter 34 (Environment).

Alison Ream spoke regarding this item.

Ordinance 011-071 was approved.

There was no action taken.

Item #R5 - Presentation, discussion and consideration of approval of an ordinance providing for increased prior and current service annuities for retirees and beneficiaries of deceased retirees of the Town of Addison, and establishing an effective date for the ordinance.

Ordinance 011-072 was approved. David Rodriguez, TMRS, spoke regarding this item.

A motion to Approve was made by Council Member Kimberly Lay.

The motion was seconded by Council Member Neil Resnik.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Voting Nay: None

Item #R6 - Presentation, discussion and consideration of approval to authorize the City Manager to enter into an agreement between the Town and RCC Consultants Inc. to complete Phase II of the replacement process of the Public Safety Radio System on behalf of Addison, Carrollton, Farmers Branch and Coppell (Metrocrest Quad Cities).

Ron Davis spoke regarding this item.

A motion to Approve was made by Council Member Neil Resnik.  
The motion was seconded by Council Member Blake Clemens.  
The motion result was: Passed  
Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow,  
Resnik  
Voting Nay: None

Item #R7 - Presentation, discussion and consideration of approval to authorize the City Manager to enter into an interlocal agreement with the cities of Carrollton, Farmers Branch and Coppell whereby the cities of Carrollton, Farmers Branch and Coppell agree to reimburse Addison for their shares of the cost of Phase II of the Metrocrest Quad Cities Public Safety Radio Replacement Project.

Ron Davis spoke regarding this item.

A motion to Approve was made by Council Member Bruce Arfsten.  
The motion was seconded by Council Member Chris DeFrancisco.  
The motion result was: Passed  
Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow,  
Resnik  
Voting Nay: None

Item #R8 - Consideration, discussion and approval of an ordinance establishing Business Registration procedures for businesses located within the Town of Addison.

Ordinance 011-073 was approved. Orlando Campos spoke regarding this item.

A motion to Approve was made by Council Member Kimberly Lay.  
The motion was seconded by Council Member Blake Clemens.  
The motion result was: Passed  
Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow,



Resnik

Voting Nay: None

Item #R9 - Approval of final payment to CPS Civil, Inc., in the amount of \$50,174.73 for the completion of 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 2: Bella Lane).

Lea Dunn spoke regarding this item.

A motion to Approve was made by Council Member Neil Resnik.

The motion was seconded by Council Member Kimberly Lay.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Voting Nay: None

Item #R10 - Presentation, discussion and consideration of approval to authorize the City Manager to execute Change Order No. 1.3 with North Texas Contracting, Inc., in the amount of \$18,777.00 and an addition of five (5) calendar days for the construction of Spring Valley Road (a portion of the Spring Valley Road/Vitruvian Way Extension project).

Item was pulled from the agenda.

There was no action taken.

Item #ES1 - Closed (Executive) session of the Addison City Council pursuant to Section 551.087, Texas Government Code, to discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near

the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or to deliberate the offer of a financial or other incentive to such business prospect or business prospects.

Council entered Executive Session at 8:33 pm.

Council left Executive Session at 9:10 pm.

There was no action taken.

Item #R11 - Consideration of any action regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or any action regarding the offer of a financial or other incentive to such business prospect or business prospects.

An incentive package for Project Bid was approved.

A motion to Approve was made by Council Member Neil Resnik.

The motion was seconded by Council Member Blake Clemens.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Voting Nay: None

An incentive package for London Broadcasting Company was approved.

A motion to Approve was made by Council Member Kimberly Lay.

The motion was seconded by Council Member Bruce Arfsten.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Voting Nay: None

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Mayor-Todd Meier

Attest:

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City Secretary-Chris Terry

## **Council Agenda Item: #R 2b**

### **AGENDA CAPTION:**

Approval of an amended interlocal agreement between the Town of Addison and the City of Farmers Branch for the provision of library services, subject to the final review and approval of the City Manager and City Attorney.

### **FINANCIAL IMPACT:**

There is no direct financial impact associated with this agreement.

### **BACKGROUND:**

The Fiscal Year 2012 budget envisioned adding a \$50 fee associated with the provision of library cards to citizens. The intent of such a fee was twofold. First, it would encourage more discretion among users by highlighting the costs associated with this service. Second, it would provide a source of revenue to offset the price of providing the service.

In the process of constructing a workflow for this initiative, it was determined that we lacked sufficient data to effectively forecast potential repercussions that might occur during implementation. The Town had conversations with the City of Farmers' Branch regarding a report which would enable us to review information on users from Addison. Using this data, we could construct a database saying exactly where our users were located, how many of them were there, as well as their overall rate of usage.

To receive this report, both parties will need to update the attached original interlocal agreement, dated August 1982 by including a provision enabling the information (names and addresses) to be treated as confidential information. The Public Information Act (Section 552,124) states that information in this manner may be provided "because the library or library system determines that disclosure is reasonably necessary for the operation of the library or library system and the record is not confidential under state or federal law."

By adding this amendment, the Town would be able to access the information while simultaneously respecting and protecting the privacy of its citizens.

**RECOMMENDATION:**

Staff recommends approval, subject to the final review and approval of the City Manager and City Attorney.

**COUNCIL GOALS:**

Mindful Stewardship of Town Resources

**ATTACHMENTS:**

Description:

[Farmers Branch Interlocal - Library](#)

Type:

Backup Material

STATE OF TEXAS§

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§  
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**INTERLOCAL COOPERATION AGREEMENT  
FOR LIBRARY SERVICES**

COUNTY OF DALLAS

This **INTERLOCAL COOPERATION AGREEMENT FOR LIBRARY SERVICES** (“Agreement”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Farmers Branch, Texas, a Texas home-rule municipality (hereinafter called “Farmers Branch”) and the Town of Addison, Texas, a Texas home-rule municipality (hereinafter called the “Addison”), (collectively referred to herein as the “Parties”).

**RECITALS:**

**WHEREAS**, Farmers Branch operations include the provision of public library services for its residents and for non-residents on a reciprocal or contractual basis with other municipalities; and

**WHEREAS**, Addison, though lawfully authorized to do so, does not presently operate a public library; and

**WHEREAS**, Addison has requested, and Farmers Branch has agreed, to provide library services for residents of Addison under the terms of this Agreement; and

**WHEREAS**, Farmers Branch and Addison intend to enter in this Agreement pursuant to the "Interlocal Cooperation Act," Chapter 791 of the Texas Government Code, as amended;

**NOW THEREFORE** in consideration of the mutual agreements and covenants hereinafter contained and other and valuable consideration, the receipt and adequacy of which is hereby mutually acknowledged, Farmers Branch and Addison hereby agree as follows:

**Article I  
Definitions**

The following words and phrases shall, unless the context otherwise requires, have the following meanings as used in this Agreement:

“Effective Date” means the last date this Agreement is signed by authorized representatives of the Parties;

“Initial Term” shall mean the first term of this Agreement, which shall commence upon the Date of Execution until September 31, 2012.

**Article II  
Term**

2.1 The Initial Term of this Agreement shall commence upon the Effective Date and

end on September 31, 2012.

2.2 This Agreement shall renew annually on October 1, 2012, and on each October 1<sup>st</sup> thereafter, unless terminated at an earlier date in accordance with the terms of this Agreement.

### **Article III**

#### **Terms of Library Services; Farmers Branch and Town Responsibilities**

3.1 Farmers Branch agrees to provide public library services in the same manner as Farmers Branch provides to its residents to Addison residents who obtain a new non-resident Farmers Branch Library Card or non-resident Farmers Branch Library Card renewal under the terms of this Agreement.

3.2 Farmers Branch shall from time to time establish by resolution or ordinance the fees for new non-resident Farmers Branch Library Cards and non-resident Farmers Branch Library Card renewals. Said fees, as applicable to cards issued to residents of Addison, shall be subject to change by the City Council for Farmers Branch, provided that Farmers Branch shall give Addison written notice of Farmers Branch's intent to increase fees on or before August 1 of each year during the term of this Agreement.

3.3 On or before September 1 of each of Addison's fiscal years occurring during the term of this Agreement, Addison shall provide Farmers Branch written notice of the dollar amount appropriated by Addison in Addison's budget for the following applicable fiscal year for the provision by Farmers Branch of library services under this Agreement.

3.4 Farmers Branch agrees to issue non-resident Farmers Branch Library Cards and non-resident Farmers Branch Library Card renewals to Addison residents upon showing by said Addison residents of proper proof of residency in Addison, Texas, at no cost to the Addison resident. Valid proof of residency in Addison shall include the a driver's license, : government-issued identification card or license, or utility bill, or other documentation bearing a residential address located within Addison, Texas. Without requiring an amendment to this Agreement, Addison may from time to time approve or reject additional types of proof of residency by providing written notice to Farmers Branch.

3.5 Farmers Branch shall provide Addison written notice when the number of non-resident Farmers Branch Library Cards and non-resident Farmers Branch Library Card renewals issued to Addison residents by Farmers Branch multiplied by the fee established by Farmers Branch reaches the dollar amount appropriated by Addison for the applicable fiscal year. Failure to provide notice under this Section shall not constitute a default of this Agreement by Farmers Branch, nor shall said failure preclude Farmers Branch from receiving payment from Addison for any and all non-resident Farmers Branch Library Cards and non-resident Farmers Branch Library Card renewals issued beyond the dollar amount appropriated by Addison for the applicable Term.

3.6 Residency of a person issued a non-resident Farmers Branch Library Cards and non-resident Farmers Branch Library Card renewals shall be determined as of the date of

issuance of the card. Farmers Branch, its officers, employees, and contractors shall not be required to investigate the validity of any proof of residency presented with respect to issuance of a non-resident Farmers Branch Library Cards or non-resident Farmers Branch Library Card renewal, and shall be entitled to payment for all cards issued based on the proof of residency described in Section 3.4, above, even if it is later determined that such proof was falsified or that the person to whom the card was issued was not, at the time of issuance, as resident of Addison.

#### **IV. Fees and Payments**

4.1 Addison shall pay Farmers Branch for the library services provided to each Addison resident by Farmers Branch under the terms of Article III herein at the rates set forth in Sections 3.2. Unless otherwise agreed by the Parties, Farmers Branch shall submit invoices to Addison on a monthly basis indicating the applicable amount due for that billing period and the number of non-resident Farmers Branch Library Cards and non-resident Farmers Branch Library Card issued to Addison residents by Farmers Branch during that applicable billing period. Addison shall pay said invoiced amounts within thirty (30) days after receipt, unless otherwise provided herein.

4.2 All payments herein shall be made from current revenues available to Addison. Farmers Branch acknowledges that this Agreement is subject to annual appropriation by Addison, and Addison agrees to use good faith efforts to secure through appropriations the funding agreed to for the services to be provided by Farmers Branch.

#### **V. Records and Audit**

5.1 Farmers Branch shall keep a record of the number of all non-resident Farmers Branch Library Cards and non-resident Farmers Branch Library Card renewals issued to Addison residents by Farmers Branch under the terms of this Agreement, including the resident's full name, full residential address, and date of issuance.

5.2 Addison shall have the right to audit the records kept by Farmers Branch pursuant to Section 5.1 herein.

5.3 Farmers Branch has determined that disclosure of records to Addison under Section 5.2 herein is reasonably necessary for the operation of the Farmers Branch Manske Library and that said records are not confidential under other state or federal law. Addison hereby agrees to hold records obtained from Farmers Branch under Section 5.2 confidential, unless disclosure is required by law.

#### **VI. Termination and Default**

6.1 This Agreement may be terminated by either Party at any time by providing thirty (30) days notice to the other Party. If notice of termination is provided by Addison, upon the receipt of the notice of termination, Farmers Branch shall immediately discontinue issuance of



all non-resident Farmers Branch Library Cards and non-resident Farmers Branch Library Card renewals to Addison residents unless the notice directs otherwise, in which case such cards shall be issued until the date of termination. If notice of termination is provided by Farmers Branch, upon the date of termination, Farmers Branch shall continue to issue non-resident Farmers Branch Library Cards and non-resident Farmers Branch Library Card renewals to Addison residents unless the Addison notifies Farmers Branch otherwise. Notwithstanding termination of this Agreement pursuant to this Section 6.1, Farmers Branch shall continue to provide library services to each Addison resident who was issued a Farmers Branch Library Cards prior to the date of termination until said resident's card has expired.

6.2 If Addison fails to timely pay Farmers Branch for Farmers Branch Library Cards issued to Addison residents pursuant to this Agreement, Farmers Branch may suspend library services to the Addison residents who were issued library cards for which payment was not received until payment is received by Farmers Branch. Suspension of library services pursuant to this Section 6.2 shall not result in an extension of the renewal date of the library card issued for which payment had not been received.

## **VII. Miscellaneous.**

7.1 **Force Majeure.** It is expressly understood and agreed by the Parties that if the performance of any provision of this Agreement is delayed by reason of war, civil commotion, act of God, governmental restrictions, regulations or interferences, fire or other casualty, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed.

7.2 **Contractual Relationship.** It is specifically understood and agreed that the relationship described in this Agreement among the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship among said parties.

7.3 **Complete Agreement.** This Agreement embodies the entire agreement of the Parties relating to the subject matter expressly set forth herein, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified, or supplemented only by an instrument or instruments in writing executed by all of the parties.

7.4 **Captions.** The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify its terms and provision.

7.5 **Governing Law and Venue.** This Agreement and all agreements entered into in connection with the transactions contemplated by this Agreement are, and will be, executed and

delivered, and are intended to be performed in the County of Dallas, State of Texas, and the laws of Texas shall govern the validity, construction, enforcement, and interpretation of this Agreement. In the event of litigation between the parties hereto, their successors or assigns, with regard to this Agreement and any subsequent supplementary agreements or amendments, venue shall lie exclusively in Dallas County, Texas.

7.6 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal or unenforceable provision(s) to carry out as near as possible the original intent of the parties.

7.7 **Reference.** The use of the words "hereof," "herein," "hereunder", and words of similar import shall refer to this entire Agreement, and not to any particular section, subsection, clause, or paragraph of this Agreement, unless the context clearly indicates otherwise.

7.8 **Further Assurances.** Each Party agree to perform any further acts and to sign and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

7.9 **Notice.** Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one party to another, the content, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to the party intended to receive it at the address(es) shown below:

**If to Farmers Branch:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**With a copy to:** Peter G. Smith  
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.  
500 N. Akard, 1800 Lincoln Plaza  
Dallas, Texas 75201

**If to Addison:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**With a copy to:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7.10 **Effective Date.** This Agreement shall not be binding on the Parties until signed

by authorized representatives of each Party.

7.11 **Counterparts.** This Agreement may be signed in multiple counterparts, each of which shall be deemed an original instrument, and all of which shall be deemed to constitute one and the same instrument.

7.12 **Recitals.** The recitals to this Agreement constitute a part of this Agreement.

*(Signature page to follow)*

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**City of Farmers Branch, Texas**

By: \_\_\_\_\_  
Gary D. Greer, City Manager

ATTEST:

\_\_\_\_\_, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Peter G. Smith, City Attorney  
(PGS/JVP/52362)

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**Town of Addison, Texas**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Attorney

## **Council Agenda Item: #R 2c**

### **AGENDA CAPTION:**

Approval of a resolution approving, and authorizing the City Manager to execute an interlocal agreement with the City of Carrollton entitled "Agreement for Cooperative Purchasing" for the purpose of allowing the Town to engage the services of a tree trimming /pruning company, and approval of authorizing the Town to enter into an agreement with the company to provide tree trimming/pruning services to the Town.

### **FINANCIAL IMPACT:**

The parks department budgeted \$25,000 in the FY 2012 parks operations budget for tree pruning on park land, street medians, green belts and municipal building grounds. This is an annual renewable contract with the option to renew the contract for two additional one year periods, provided both parties are in agreement.

### **BACKGROUND:**

The City of Carrollton solicited bids for citywide tree trimming in 2010, and awarded a bid to Elite Tree Service. A bid tabulation from the City of Carrollton is attached, which summarizes the five bids received.

The parks staff approached Carrollton about the possibility of sharing these services to avoid the time and expense involved in preparing a sealed bid proposal and making repetitive price quotation requests. This agreement will allow the parks staff to react quicker with a "one stop shopping" option for pruning and trimming needs as they occur without having to wait for price quotes from various contractors.

The scope of the work involves labor and equipment to perform pruning, tree removal, stump grinding and disposal. The trimmings will be run through a chipper and reused as mulch in the Town's landscape areas.

The parks staff typically does cleaning and thinning of trees primarily from the ground for safety reasons, so the pruning involving tree climbing and specialized tree trimming and removal

equipment is better left to a tree service company.

**RECOMMENDATION:**

Elite Tree Service has successfully completed pruning and tree removal work for the Town over the last eight years. They have their operations located nearby in Carrollton, which will allow them to react quickly to the Town's needs.

The city attorney has reviewed and approved the attached Agreement for Cooperative Purchasing; therefore, staff recommends approval.

**COUNCIL GOALS:**

Conduct the Business of the Town in a Fiscally Responsible Manner

**ATTACHMENTS:**

Description:

[Resolution](#)

[Bid Tabulation](#)

[Agreement for Cooperative Purchasing](#)

Type:

Cover Memo

Cover Memo

Cover Memo

**TOWN OF ADDISON, TEXAS**

**RESOLUTION NO. R\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR COOPERATIVE PURCHASING WITH THE CITY OF CARROLLTON, TEXAS FOR TREE TRIMMING SERVICES; DESIGNATING A TOWN REPRESENTATIVE IN CONNECTION WITH THE AGREEMENT; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 271.102, Tex. Loc. Gov. Code, authorizes a local government, including a municipality, to participate in a cooperative purchasing program with another local government, and further provides that a local government that purchases goods or services pursuant to the statute satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services; and

**WHEREAS**, Chapter 791, Tex. Gov. Code, authorizes a local government, including a municipality, to contract with another local government to perform governmental functions and services, including purchasing functions; and

**WHEREAS**, in accordance with those laws, the Town of Addison, Texas desires to enter into a cooperative purchasing agreement with the City of Carrollton, Texas (“Carrollton”) in order to obtain tree trimming services from a company that has been awarded a bid for such services by Carrollton in accordance with applicable competitive bid laws and with which Carrollton has a current agreement.

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

Section 1. Incorporation of Recitals. The above and foregoing recitals are true and are incorporated herein and made a part hereof.

Section 2. Approval of Cooperative Purchasing Agreement. The City Council of the Town of Addison, Texas (“Town”) does hereby approve an agreement for cooperative purchasing entitled “Agreement for Cooperative Purchasing” (“Agreement”) between the Town and the City of Carrollton, Texas, a true and copy of which Agreement is attached hereto as Exhibit A and incorporated herein. The City Manager is authorized to execute the same on behalf of the Town.

Section 3. Representative. The City’s Director of Parks and Recreation, or the Director’s designee, is, under the direction of the City Manager, hereby designated to act for the Town in all matters relating to the Agreement.

Section 4. Effective Date. This Resolution shall take effect upon its passage and approval.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this 13<sup>th</sup> day of December, 2011.

\_\_\_\_\_  
Todd Meier, Mayor

ATTEST:

By: \_\_\_\_\_  
Chris Terry, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
John Hill, City Attorney



## 10-027 Tree Trimming

	Big Bird Tree Serices, Inc	Arbor Masters Tree Service	Golden Tree Maintenance	Elite Tree Service LLC	Yellowstone Landscape Group
<b>Prunning Rate</b>					
1. 2 man crew (1) tree climber- (1) ground man	\$ 125.00	\$ 110.00	\$ 135.00	\$ 78.00	\$ 90.00
2. 3 man crew (2) tree climbers- (1) ground man	\$ 160.00	\$ 165.00	\$ 175.00	\$ 122.00	\$ 135.00
4 man crew (2) tree climbers - (2) ground man	\$ 180.00	\$ 200.00	\$ 225.00	\$ 160.00	\$ 158.00
<b>Tree Removal</b>					
3. 2 man crew (1) tree climber- (1) ground man	\$ 125.00	\$ 135.00	\$ 145.00	\$ 78.00	\$ 90.00
4. 3 man crew (2) tree climber- (1) ground man	\$ 160.00	\$ 175.00	\$ 200.00	\$ 122.00	\$ 135.00
4 man crew (2) tree climbers - (2) ground man	\$ 180.00	\$ 200.00	\$ 250.00	\$ 160.00	\$ 158.00
<b>General Services</b>					
5. Stump grinding	\$ 5.00	\$ 4.75	\$ 2.00	\$ 2.00	\$ 2.50
6. Disposal Fee (separte hauling fee if only needed)	\$ 25.00	\$ 400.00	not offered	\$ 30.00	\$ 3.00
		54 cu yard truck			per cu yd

*Tree Removal according to ANSI Z133.1 standards revised 2001*

Summitt Forests, Inc - No bid

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

**AGREEMENT FOR COOPERATIVE PURCHASING**

This Agreement for Cooperative Purchasing (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between the City of Carrollton, Texas (“Carrollton”) and the Town of Addison, Texas (“Addison”) (Carrollton and Addison are sometimes referred to herein together as the “Cities”).

Recitals:

1. Carrollton and Addison are each home rule municipalities pursuant to Article 11, Section 5 of the Texas Constitution, applicable State law, and their respective Home Rule Charters.

2. The Texas Interlocal Cooperation Act, Chapter 791, Tex. Gov. Code (the “Act”) provides authorization for a local government to contract with one or more local governments to perform governmental functions and services, including purchasing functions. Section 271.102(a), Tex. Loc. Gov. Code (all statutory section references hereinafter are to the Local Government Code), authorizes certain local governments, including municipalities, to participate with one another in a cooperative purchasing program,. Section 271.102(c) further provides that a “local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.”

3. In accordance with competitive bid laws, Carrollton solicited bids for tree trimming services pursuant to a request for proposal (Carrollton Bid # 10-027), and on or about \_\_\_\_\_, 2010 awarded a bid to and entered into an agreement (the “Carrollton/Company Agreement”) with \_\_\_\_\_ (“Company”) to provide those services at certain prices. The Carrollton/Company Agreement (attached hereto as Exhibit A and incorporated herein by this reference) provides that the Company agrees to extend its prices and services to entities that enter into a joint purchasing inter-local cooperation agreement with Carrollton. The Carrollton/ Company Agreement is currently in effect.

4. Section 271.102(b)(2) provides that a local government participating in a cooperative purchasing agreement may sign an agreement with another participating local government stating that it will “make payments to another participating local government or...directly to a vendor.”

5. Pursuant to this Agreement and in accordance with Section 271.102, Addison desires to utilize the services of the Company in accordance with the Carrollton/Company Agreement to provide tree trimming services within Addison and to make payments directly to the Company.

**NOW, THEREFORE**, for and in consideration of the above and foregoing Recitals and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City of Carrollton, Texas and the Town of Addison, Texas do contract and agree as follows:

Section 1. Incorporation of Recitals. The above and foregoing Recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Provision of Services to Addison. Pursuant to Section 271.102 and the Carrollton/Company Agreement, Addison may enter into an agreement with Company regarding Company providing to Addison tree trimming services and the payment for such services by Addison at the prices set forth in the Carrollton/Company Agreement. Payments by Addison to Company shall be from current revenues available to Addison.

Section 3. Governing Law; Venue. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas, without reference to its conflict of law provisions. Venue for any action or matter under this Agreement lies exclusively in Dallas County, Texas.

Section 4. Entire Agreement; Amendment. This Agreement represents the entire and integrated agreement between the Cities relative to the matters contained herein and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Carrollton and Addison.

Section 5. Authorized Persons. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Assignment on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

**EXECUTED** at Dallas County, Texas on the day and year first written above.

**CITY OF CARROLLTON, TEXAS**

**TOWN OF ADDISON, TEXAS**

By: \_\_\_\_\_  
Leonard Martin, City Manager

By: \_\_\_\_\_  
Ron Whitehead, City Manager

## Council Agenda Item: #R 2d

### **AGENDA CAPTION:**

Council approval is requested for the purchase of (1) 2012 Aerial Signs & Signal Truck, (1) 2012 Hybrid Electric Vehicle (HEV), (1) 2012 Cab & Chassis Dump Body Truck and (1) 2012 Loader Backhoe under the Town's Inter-local Agreement with the Texas Local Government Purchasing Cooperative - known as BuyBoard in the amount of \$167,286.75 and the Houston Galveston Area Council (HGAC) in the amount of \$84,303.00.

### **FINANCIAL IMPACT:**

Capital Equipment Replacement Fund Budgeted Amount:  
\$269,000.00

Streets Dept. - (Aerial Truck) Cost: \$ 88,606.00

Streets Dept. - (Backhoe) Cost: \$ 84,303.00

Airport Fund Budgeted Amount: \$ 28,000.00

Airport/ Police (HEV) Cost: \$ 28,749.00

Utilities Fund - Budgeted Amount: \$ 50,000.00

Utilities (Dump Body Truck) Cost: \$ 49,931.75

### **BACKGROUND:**

At the January 11, 2005 Council meeting, the Town approved a resolution to join the Texas Local Government Purchasing Cooperative - better known as BuyBoard. BuyBoard issues request for bids for vehicles and equipment every year and receives extremely competitive prices because of the large volume of purchases they generate. This is a comparable purchasing method to those purchases done through the Houston Galveston Area Council (HGAC). By participating in these cooperative purchasing agreements, we are able to receive better prices on items we need and in some cases without the effort of seeking formal quotes or bids.

State statute exempts the Town from formal bid requirements when purchasing through the Inter-local Agreement with BuyBoard and HGAC.

The 2012 Dump Body truck is for the Utilities Division of Public Works and replaces a 2004 Dump Body truck. The 2012 Aerial truck is for the Street Division of Public Works and replaces a 2004 truck with a 1998 aerial lift. The 2012 Backhoe is for the Streets Division of Public Works and replaces a 1990 Backhoe.

The 2012 Hybrid Electric SUV Vehicle is an addition to the fleet and is for the Police Sergeant assigned full time to the airport.

All the replaced vehicles will be auctioned at the next Town vehicle auction.

There are sufficient funds in the Capital Equipment Replacement Fund, Utilities Fund and Airport Fund to cover the recommended expenditures.

**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, Take actions to make Addison a leader in sustainable development and operations that protect and enhance the Town's quality of life

**ATTACHMENTS:**

Description:

[Cover Memo](#)

Type:

Cover Memo

**Council Agenda Item: \_\_\_\_\_**

**SUMMARY:**

Council approval is requested for the purchase of (1) 2012 Aerial Signs & Signal Truck, (1) 2012 Hybrid Electric Vehicle (HEV), (1) 2012 Cab & Chassis Dump Body Truck and (1) 2012 Loader Backhoe under the Town's Inter-local Agreement with the Texas Local Government Purchasing Cooperative - known as BuyBoard in the amount of \$167,286.75 and the Houston Galveston Area Council (HGAC) in the amount of \$84,303.00.

**FINANCIAL IMPACT:**

Capital Equipment Replacement Fund	Budgeted Amount:	<u>\$269,000.00</u>
Streets Dept. - (Aerial Truck)	Cost:	<u>\$ 88,606.00</u>
Streets Dept. - (Backhoe)	Cost:	<u>\$ 84,303.00</u>
Airport Fund	Budgeted Amount:	<u>\$ 28,000.00</u>
Airport/ Police (HEV)	Cost:	<u>\$ 28,749.00</u>
Utilities Fund -	Budgeted Amount:	<u>\$ 50,000.00</u>
Utilities (Dump Body Truck)	Cost:	<u>\$ 49,931.75</u>

**BACKGROUND:**

At the January 11, 2005 Council meeting, the Town approved a resolution to join the Texas Local Government Purchasing Cooperative - better known as BuyBoard. BuyBoard issues request for bids for vehicles and equipment every year and receives extremely competitive prices because of the large volume of purchases they generate. This is a comparable purchasing method to those purchases done through the Houston Galveston Area Council (HGAC). By participating in these cooperative purchasing agreements, we are able to receive better prices on items we need and in some cases without the effort of seeking formal quotes or bids.

State statute exempts the Town from formal bid requirements when purchasing through the Inter-local Agreement with BuyBoard and HGAC.

The 2012 Dump Body truck is for the Utilities Division of Public Works and replaces a 2004 Dump Body truck. The 2012 Aerial truck is for the Street Division of Public Works and replaces a 2004 truck with a 1998 aerial lift. The 2012 Backhoe is for the Streets Division of Public Works and replaces a 1990 Backhoe.

The 2012 Hybrid Electric SUV Vehicle is an addition to the fleet and is for the Police Sergeant assigned full time to the airport.

All the replaced vehicles will be auctioned at the next Town vehicle auction.

There are sufficient funds in the Capital Equipment Replacement Fund, Utilities Fund and Airport Fund to cover the recommended expenditures.

**RECOMMENDATION:**

Staff recommends approval.

MA

## Council Agenda Item: #R3

### AGENDA CAPTION:

**PUBLIC HEARING** Case 1646-SUP/Johnny's Pizza House. Public hearing, discussion and consideration of approval of an ordinance providing for a change of zoning on a tract of land generally located within the Town at 4145 Belt Line Road, Suite 218, which tract of land is currently zoned Local Retail by approving for that tract a Special Use Permit for a restaurant, a Special Use Permit for the sale of alcoholic beverages for on-premises consumption, and a Special Use Permit for an arcade, on application from Johnny's Pizza House, represented by Mr. Scott Lay of AR Lay Construction, LLC.

The Addison Planning and Zoning Commission, meeting in regular session on November 17, 2011, voted to recommend approval of a Special Use Permit for a restaurant, a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, and a Special Use Permit for an arcade, on application from Johnny's Pizza House, subject to the following condition:

-The applicant shall not use the term "bar", "tavern" "saloon" or any equivalent terms in exterior signs.

Voting Aye: Angell, Doherty, Groce, Gunther, Hewitt, Oliver, Wheeler

Voting Nay: none

Absent: none

### FINANCIAL IMPACT:

NA

### BACKGROUND:

NA

### RECOMMENDATION:

Administration recommends approval.

### COUNCIL GOALS:

N/A

## ATTACHMENTS:

Description:

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

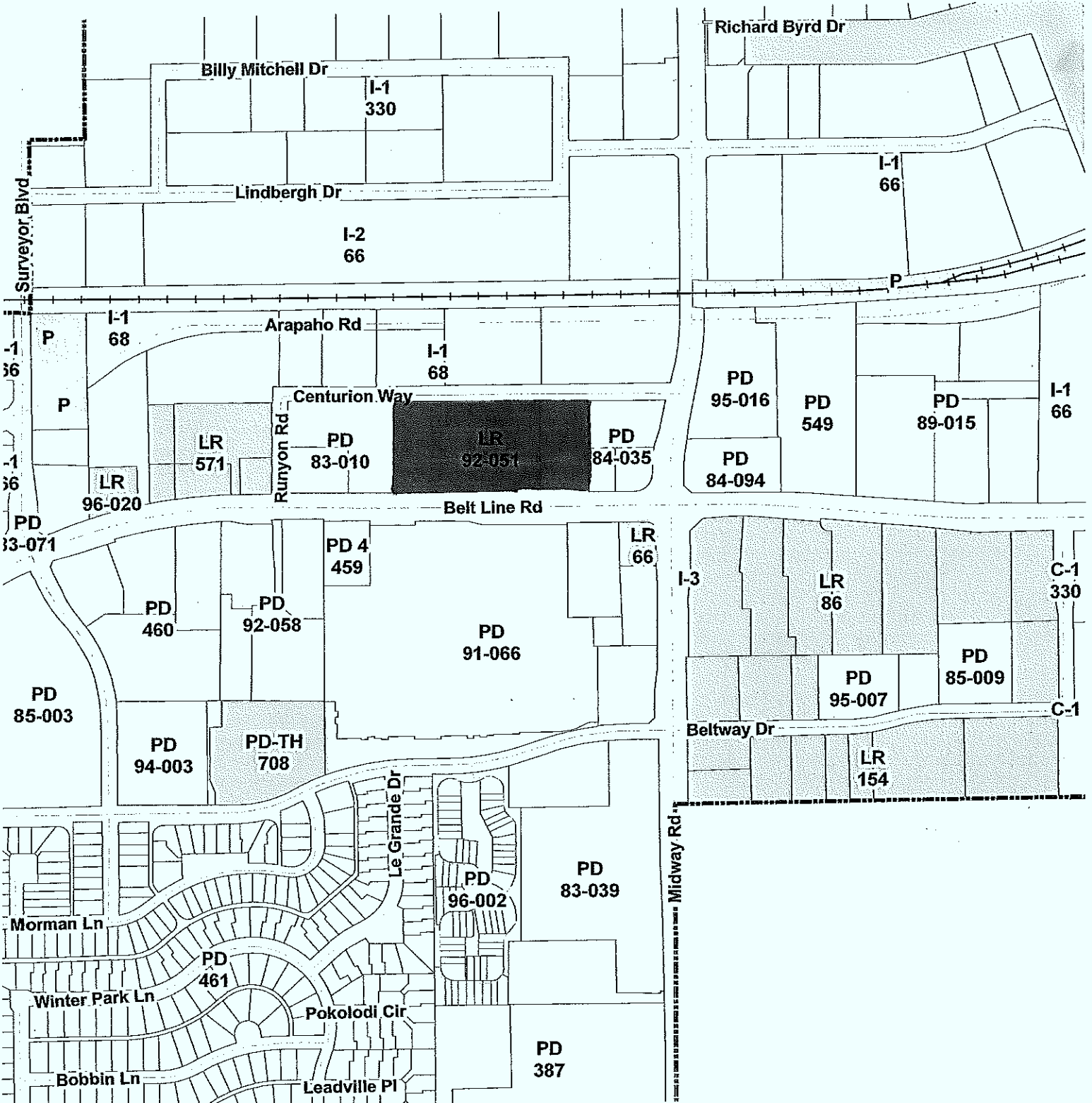
Type:

Backup Material



# 1646-SUP

**PUBLIC HEARING** Case 1646-SUP/Johnny's Pizza House. Requesting approval of a Special Use Permit for a restaurant, a Special Use Permit for the sale of alcoholic beverages for on-premises consumption, and a Special Use Permit for an arcade, located in a Local Retail district on property generally located at 4145 Belt Line Road, Suite 218, on application from Johnny's Pizza House, represented by Mr. Scott Lay of AR Lay Construction, LLC.





November 9, 2011

**STAFF REPORT**

**RE:** Case 1646-SUP/Johnny's Pizza House

**LOCATION:** 4145 Belt Line Road, Suite 218

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

**APPLICANT:** Johnny's Pizza House, represented by Mr. Scott Lay of A.R. Lay Construction, LLC

**DISCUSSION:**

Background. This lease space is located in a shopping center that was developed in 2007. There are currently four other restaurants in this center: Which Wich Superior Sandwiches, Best Thai Restaurant, The Hub and JC's Burger House. The western half of this space was originally occupied by a Berry Berry Yogurt shop, which was approved through Ordinance 007-002 on January 9, 2007. Berry Berry operated for a couple of years, but closed and the space was taken over by Pee Wee's Salad Bar, which was open only a few months.

At this point, Johnny's Pizza House seeks to take over the former Pee Wee's space and the adjacent empty space and open a Johnny's Pizza House. Johnny's Pizza House has a location in Tyler, Texas. This will be the first location in the Dallas area.

Proposed Plan. The floor plan indicates a space of approximately 3,000 square feet. The restaurant will feature an order-at-the-counter format and will offer a pizza and salad bar buffet. It will also offer delivery and a pick-up window. The pick-up window is not a drive-through window in that customers cannot order pizza while in the drive-through line, but must call in advance to order, and can then pick-up the pre-ordered pizza at the window. The restaurant will offer beer and wine, but does not have a separate bar area. It also offers a small room with five video games, which requires a Special Use Permit for an arcade.

Façade. With the exception of relocating the one mullion to the east, the applicant is not proposing any changes to the existing façade of the shopping center.

Parking. The parking requirement for this restaurant is figured at a 1/100 ratio. The 3,000 square-foot space will require 30 spaces. The Center provides 346 total parking spaces. The other restaurants in the center have taken spaces at the 1/100 ratio. Which Wich? required 17 spaces, Best Thai took 21 spaces, JC's Burger House took 26 spaces, and The Hub required 53. That totals up to 147 spaces taken for restaurant use. However, the shopping center still has vacant retail spaces and provides sufficient parking. In addition, there is additional land to the north of the building that can be converted to additional parking if needed.

Landscaping. Landscaping for the center has been installed and complies with the requirements of the ordinance. This restaurant is not proposing a patio and will not be eliminating any of the existing landscaping.

Food Service Code. There is an existing grease trap that was installed for Berry Berry Yogurt. However, it will need to be replaced with a larger grease trap to accommodate this restaurant. The applicant is aware of this requirement and understands that he will be subject to all regulations contained in the Addison Food Service Ordinance.

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

#### RECOMMENDATION:

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

-The applicant shall not use any terms or graphic depictions that denote alcoholic beverages in exterior signs.

Respectfully submitted,



Carmen Moran  
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on November 17, 2011, voted to recommend approval of a Special Use Permit for a restaurant, a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, and a Special Use Permit for an arcade, on application from Johnny's Pizza House, subject to the following condition:

-The applicant shall not use the bar", "tavern" "saloon" or any equivalent terms in exterior signs.

Voting Aye: Angell, Doherty, Groce, Gunther, Hewitt, Oliver, Wheeler,  
Voting Nay: none  
Absent: none

## Council Agenda Item: #R4

**AGENDA CAPTION:**

Consideration and approval authorizing the City Manager to execute change order number 2 in the amount not to exceed \$138,144 and the addition of 60 days to remove and replace 5,000 linear feet of curbs for the Belt Line Median improvements.

**FINANCIAL IMPACT:**

Bond funds are available for the BeltLine project.

**BACKGROUND:**

The current project included some funds for curb replacement. As the project progressed, it became apparent that there were a greater number of curbs that should be replaced. From a construction sequencing, this is the best time to replace the curbs so that work can be done at the same time the pavers are being installed.

**RECOMMENDATION:**

Staff recommends approval.

**COUNCIL GOALS:**

Mindful Stewardship of Town Resources

**ATTACHMENTS:**

Description:

[BeltLine Change Order 2](#)

Type:

Cover Memo

# GROVES ELECTRICAL SERVICE INC.

2410 SQUIRE PLACE, FARMERS BRANCH, TX 75234

OFFICE 972-484-2717 FAX 972-484-2263

SINCE 1968

November 15, 2011

## RCO # 3-R1

R.H. Shackelford  
Jason Shroyer  
P.O. Box 780189  
San Antonio, Texas 78278  
210-288-5349  
jshroyer@rhsitx.com

**THE FOLLOWING IS NOT PART OF OUR SCOPE OF WORK. PLEASE REVIEW DESCRIBED CHANGES IN OUR SCOPE OF WORK, ACKNOWLEDGE YOUR ACCEPTANCE BY YOUR SIGNATURE AND RETURN THE ORIGINAL. RETAIN A COPY FOR YOUR RECORDS.**

### Addison Belt Line Median Improvement

**Remove and replace 5,000' LF of damaged curbs around the new paver locations on Belt Line Road according to the latest detail that we were sent on November 10, 2011. This would be replacing only the designated areas where the new pavers are going. The replacement location will be marked by Jason. Remove and replace 21 median noses.**

**Price: \$138,144.00 and 60 days**

**Joint Sealant 890/Silicone - to cut and seal joint: Add \$1.49 per LF**

#### Exclusions:

**Permits and Permit Fees  
Testing**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PO #

\_\_\_\_\_  
ESTIMATOR, BILLY BROWN

For acceptance please sign and return one copy. Payments to be cod or net 10<sup>th</sup> proxy month with approved credit. 70% rough and 30% on completion with approved credit. Price is void after 30 days. General contractor to provide toilet, water, electrical power, on site trash and debris disposal location.

- UNLESS SPECIFICALLY NOTED TO THE CONTRARY HEREIN, COVERAGE OF THESE ITEM ARE SPECIFICALLY EXCLUDED:** Tax, permit fee, rock digging or excavation; erosion control; casing of piers, repair of unmarked underground utilities, conformance with *The International Electrical Energy Conversation Code (IEECC)*; excavations of any nature in excess of four feet deep; COMPACTION to a specified density; utility communication co. charges; wage rates; requirements of any "Building Standards"; Specifications by Owner, Architect or Engineer; work shown on any drawings, addenda or specification that could be construed to be within our trade or responsibility other than those listed within our Scope of Work; temporary power or lighting; temporary power usage or deposit; installation of overhead power lines for temporary; bond fees; scheduled overtime; insurance in excess of that listed or Builder's Risk; fire or smoke stoppage for devices, light fixtures, raceways or conductors.

## **Council Agenda Item: #R5**

### **AGENDA CAPTION:**

Consideration of approval authorizing the City Manager to execute a contract with the City of Dallas for the purchase of wholesale treated water from Dallas Water Utilities, subject to final review and approval by the City Manager and City Attorney.

### **FINANCIAL IMPACT:**

There is no direct financial impact associated with this contract. Wholesale rates are set annually by City of Dallas ordinance, based on a cost of service study.

### **BACKGROUND:**

The current wholesale water contract expires on January 7, 2012. This proposed contract renewal is for a 30 year term. Staff will provide additional information at the December 13 meeting.

### **RECOMMENDATION:**

Staff recommends approval.

### **COUNCIL GOALS:**

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

### **ATTACHMENTS:**

Description:

Type:

No Attachments Available

## Council Agenda Item: #R6

### **AGENDA CAPTION:**

Discussion and consideration of approval of (i) a Consulting Services Agreement in the amount of \$174,750 between the Town and iXP Corporation to conduct a study regarding the possible integration and cooperative use of the emergency services dispatch systems of the Town and the cities of Carrollton, Coppell and Farmers Branch, and (ii) an Interlocal Agreement between those four cities regarding equal sharing by the cities of the cost of the iXP study.

### **FINANCIAL IMPACT:**

### **BACKGROUND:**

The proposed agreement with iXP provides for iXP to conduct a study of possible consolidation of the emergency dispatch systems of Addison, Carrollton, Coppell and Farmers Branch. The cost for the study is \$174,750, which amount is to be divided equally between the 4 cities as described in the Interlocal Agreement. Addison will pay iXP in accordance with the Consulting Services Agreement, and the other cities will reimburse Addison their pro rata cost as set forth in the Interlocal Agreement. The Addison/iXP agreement, and the Interlocal Agreement are interrelated, and a motion to approve the agreements should reflect that.

### **RECOMMENDATION:**

Staff recommends approval.

### **COUNCIL GOALS:**

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

### **ATTACHMENTS:**

Description:

- [iXP Contract](#)
- [Interlocal Agreement](#)
- [iXP Business Proposal](#)

Type:

- Exhibit
- Exhibit
- Backup Material



**iXP CONSULTING SERVICES AGREEMENT**

**THIS iXP CONSULTING SERVICES AGREEMENT (“Agreement”)** is made and effective this \_\_ day of \_\_\_\_\_, 2011 (“**Effective Date**”).

**BETWEEN: iXP Corporation**, a Delaware corporation, having its principal place of business at 1249 South River Road, Cranbury, NJ 08512 ("**Consultant**"),

**AND: the Town of Addison, Texas** ("**Client**," "**Town of Addison**," or "**Addison**").

Consultant and Client are sometimes referred to herein together as the “**parties**” and individually as a “**party**.”

Recitals:

1. Consultant is in the business of, among other things, analyzing the emergency communications systems of local governments, including emergency services dispatch systems.

2. Client is a Texas home rule city that desires to retain the services of Consultant to evaluate Client’s emergency services dispatch system and the emergency services dispatch systems of each of the City of Carrollton, Texas (“**Carrollton**”), the City of Farmers Branch, Texas (“**Farmers Branch**”), and the City of Coppell, Texas (“**Coppell**”) (Client and each of Carrollton, Farmers Branch, and Coppell are collectively referred to herein as the “**Cities**”), with a view toward the possible integration of the Cities’ emergency services dispatch systems into a unified system to be used cooperatively by the Cities.

3. Consultant desires to provide the services described herein to Client for the benefit of Client and the other Cities.

Now, therefore, for and in consideration of the above and foregoing Recitals, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

**1.0 STATEMENT OF WORK**

Consultant will conduct a business case (as described in the attached Schedule A) for a consolidated emergency communications center for the Cities of Carrollton, Farmers Branch, and Coppell, and Client. The business case will be in accordance with the terms and conditions of this Agreement and the deliverables set forth in the proposal in **Schedule A** attached hereto and incorporated into and made a part of this Agreement by this reference (collectively, the "**Services**"). To the extent of any conflict that cannot be resolved between this Agreement (not including Schedule A) and Schedule A, the terms and provision of this Agreement shall control.

## **2.0 TERM OF THE AGREEMENT**

The term of this Agreement will commence on the date of this Agreement and, unless earlier terminated pursuant to Section 6, will terminate on March 30, 2012 (the "**Term**"). During the Term, Consultant agrees to provide Services as required by Client and to Client's satisfaction in accordance with this Agreement. Client's satisfaction shall not be unreasonably withheld or delayed.

## **3.0 COMPENSATION**

Client agrees to pay Consultant for the performance of Services rendered in accordance with the terms of this Agreement per the terms set forth in **Schedule A**. All payments shall be made within 30 days following the date of Client's receipt of a statement (invoice) for the then applicable portion of the Services described in Schedule A (under "Pricing and Payment – Business Case").

Notwithstanding any provision of this Agreement (including **Schedule A**) to the contrary, Client shall not be obligated to make payment to Consultant hereunder if:

- (a) Consultant is in default of any of its obligations under this Agreement or any documents in connection with the Services (and payment may be withheld to the extent of any such default) subject to the cure period provision in Section 6(b);
- (b) Any part of any payment is attributable to any Services of Consultant which are not performed in accordance with this Agreement, subject to the cure period provision in Section 6(b); or
- (c) Consultant has failed to make payment promptly to consultants or other third parties used by Consultant in connection with Consultant's Services hereunder for which the Client has made payment to Consultant.

## **4.0 INDEPENDENT CONTRACTOR**

In the performance of Services contemplated under this Agreement, Consultant acknowledges and agrees that Consultant is acting as an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, a joint enterprise, or to allow Client to exercise discretion or control over the manner in which Consultant performs the Services which are the subject matter of this Agreement. Consultant will not be considered as having employee status with Client or being entitled to participate in any plans, arrangements, or distributions by Client pertaining to or in connection with any pension, stock, bonus, profit-sharing, or similar benefits that Client may have for its employees.

The Services to be provided by Consultant shall be provided in a manner consistent with all applicable laws, rules, codes, standards, and regulations governing the same.

Consultant is solely responsible for all labor and expenses in connection with the Services provided under or in connection with this Agreement, and for any and all damages, injuries, liability, or other harm of whatever nature to the extent caused by, arising out of, or resulting from any act or omission of Consultant, or Consultant's directors, partners, officers, managers, employees, agents, contractors, subcontractors, or any person or entity for whom Consultant is legally liable, in the provision of its Services under this Agreement.

## **5.0 CONFIDENTIALITY**

Consultant agrees that any information received from Client (or any of the other Cities) and identified in writing as proprietary and confidential will not be disclosed or used by the Consultant, except for the purpose(s) set forth herein, without the prior written consent of Client. The Consultant will use the same degree of care to avoid publication or dissemination of the confidential and proprietary information of Client as the Consultant employs with respect to its own information of similar importance and will only disclose the confidential and proprietary information to those employees who have a "need to know." Consultant will take appropriate action by way of instructions or written agreements with its employees receiving confidential and proprietary information of Client to advise such employees of all obligations under this Agreement.

The Consultant will not be liable for disclosure of information received from Client (or any of the other Cities) if it:

- (a) is contained in a printed publication generally available to the public without restriction;
- (b) becomes publicly known without breach of this Agreement or through no wrongful act of Consultant;
- (c) is approved in writing for disclosure without restriction by a duly authorized officer of the Client;
- (d) is already known by Consultant without restriction when received, or thereafter is developed independently by Consultant and the Consultant's records clearly establish such independent development; or
- (e) is required by a court or other governmental or judicial authority to be disclosed (and in the event Consultant receives notice that Client's (or any other Cities') information is the subject of a governmental or judicial inquiry, directive, or order, Consultant shall immediately make Client aware of such inquiry, directive, or order, and Client may take such steps as Client may deem appropriate or necessary to protect such information).

In the event that Consultant fails to comply with the terms of this confidentiality provision, Client may suffer irreparable harm, and monetary damages may be inadequate to compensate for such breach. Accordingly, in addition to any other remedies available to Client at law, in equity,

or otherwise, Client may be entitled to injunctive relief to enforce the terms of this Agreement, and such further relief as may be proper from a court of competent jurisdiction.

Termination or expiration of this Agreement will not be deemed to affect Consultant's obligations with respect to proprietary and confidential information, and such obligations will continue in full force and effect for a period of two (2) years after termination or expiration of this Agreement. Upon such termination or expiration of this Agreement, at Client's request, Consultant will return to Client all of Client's (and any of the other Cities') information that Client deems confidential and proprietary, including all originals and any copies, and will not retain any originals or any copies of any such information; this obligation shall survive the termination or expiration of this Agreement.

## **6.0 TERMINATION/CURE PERIOD**

This Agreement may be terminated or modified prior to its expiration as follows:

- (a) Client may terminate this Agreement at any time and for any reason (or for no reason) by giving Consultant at least thirty (30) days written notice of such termination. Upon receipt of the termination notice, Consultant will stop work in an orderly and expeditious manner, place no further subcontracts or orders in connection with this Agreement, and terminate all subcontracts (if any).
- (b) If either party (the "**defaulting party**") defaults in the performance of or violates any material term or provision of this Agreement (a "**default**"), the other party (the "**non-defaulting party**") shall have the right to terminate this Agreement upon giving to the defaulting party written notice of such default (specifying the default in such notice) at least ten (10) business days' prior to such termination; provided, however, that such right of termination shall not be exercised by the non-defaulting party unless and until a default remains uncured by the defaulting party for the said ten (10) business day period, but if the default cannot with diligence be cured within said ten (10) business day period, if within such ten (10) business day period the defaulting party provides the non-defaulting party written notice of the curative measures which it proposes to undertake, and proceeds promptly to initiate such measures to cure such default, and thereafter prosecutes the curing of such default with diligence and continuity, the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of such default with diligence and continuity, but not to exceed fifteen (15) business days following the receipt of the said notice. If the default is not cured within the said period of time (as applicable) to the satisfaction of the non-defaulting party, this Agreement shall terminate upon the expiration of the said period of time. For purposes hereof "business days" means Monday through Friday of each week, excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day.

Should this Agreement be terminated for any reason prior to the completion of the Services, Client shall pay Consultant for the Services provided through the date of termination, subject to and in accordance with other provisions of his Agreement.

## **7.0 DESIGNATED REPRESENTATIVES**

Consultant's Project Manager, who shall be identified to Client in writing, will coordinate the Services and provide general direction and guidance in connection with Consultant's performance of the tasks contemplated under this Agreement. Client will direct all performance related inquiries to the Consultant's Project Manager.

## **8.0 WARRANTIES/TOTAL LIABILITY.**

Consultant warrants and represents as follows:

- (a) the Services will be of professional quality conforming to generally accepted professional practices and standards that are used in Consultant's line of business (and, in particular, in the Dallas/Fort Worth Metroplex area) at the time the Services are provided and that they will be in full compliance with the terms of this Agreement;
- (b) Consultant has no existing obligations of any kind to any third party as employee, consultant, or otherwise which would conflict with or restrict Consultant's right to enter into this Agreement or to fulfill any of the obligations or commitments herein;
- (c) any software or other deliverables provided to Client under this Agreement will not infringe upon the copyright, patent, trade secret or other proprietary rights of any third party;
- (d) its Services, in accordance with the standard of care set forth herein, shall be sufficient and adequate for the project which is the subject of this Agreement, shall be free from material error, and shall be satisfactory to Client, which satisfaction shall not be unreasonably withheld or delayed;
- (d) it (i) is a corporation validly existing and in good standing under the laws of the State of Texas, and which shall remain in good standing throughout the term of this Agreement; (ii) has the requisite power and authority to carry on its business in the State of Texas; and (iii) has the legal capacity to enter into this Agreement;
- (e) the execution, delivery and performance of this Agreement by Consultant does not: (i) conflict with, or result in any violation or breach of, any provision of Consultant's charter documents; (ii) result in any violation or breach of, or constitute a default under, or require a consent or waiver under, any of the terms, conditions or provisions of any license, contract or other agreement to which Consultant is a party; or (3) materially conflict with or violate any franchise, license, judgment, order, statute, law, rule or regulation applicable to Consultant
- (f) the Services shall comply with all applicable federal, state and local statutes, ordinances, laws, rules, standards, codes, directives, policies, and regulations, and court decisions, and will not infringe or violate any rights of third parties, including, without

limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets, and/or licenses;

(g) it has the skills, qualifications, expertise, experience and financial capability necessary to perform the Services in an efficient and cost-effective manner with a high degree of quality and responsiveness, and has performed and continues to perform the same and similar services for others.

In no event will Consultant's aggregate liability to Client with respect to any and all claims arising out of or related to the subject matter of this agreement exceed two times the amount paid by Client to Consultant hereunder.

## **9.0 LIMITATION OF LIABILITY**

**IN NO EVENT WILL EITHER PARTY OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES HOWSOEVER CAUSED OR ARISING UNDER THIS AGREEMENT EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SAME OR EVEN IF SAME WERE REASONABLY FORESEEABLE. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.**

## **10.0 INSURANCE**

In connection with this Agreement and at all time relevant hereto or in connection herewith, Consultant shall acquire and maintain in a company or companies lawfully authorized to do business in Texas at least the following insurance:

(a) Workers' Compensation insurance at statutory limits under the laws of Texas, including Employers' Liability coverage at minimum limits of \$1,000,000 each occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate;

(b) Commercial General Liability insurance, with combined single limits of not less than \$1,000,000 per-occurrence and \$1,000,000 general aggregate for bodily injury and property damage; \$1,000,000 for personal injury; and a \$1,000,000 annual aggregate for Products/Completed Operations. Coverage must include Contractual Liability and Products/Completed Operations (and if such commercial general liability insurance contains a general aggregate limit, it shall apply separately to the Services under this Agreement);

(c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including Owned,

Non-Owned and Hired Car Coverage. This coverage must be written on a standard and approved ISO form; and

(d) Professional Liability Insurance to protect from liability arising out of the performance of professional services under this Agreement. Such coverage shall be in the sum of not less than One Million and No/100 Dollars (\$1,000,000.00) per claim and Two Million and No/100 Dollars (\$2,000,000.00) aggregate. This coverage must be maintained for at least two (2) years after the Project contemplated herein is completed. If coverage is written on a claims-made basis, the retroactive date must not be later than the inception date of this Agreement.

With reference to the foregoing insurance requirement, Consultant shall specifically endorse applicable insurance policies as follows:

1. The Town of Addison, Texas (and all other Cities) shall be named as an additional insured with respect to all liability policies.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison (and all other Cities).
3. A waiver of subrogation in favor of the Town of Addison, Texas, its officers, employees, and agents (and all other Cities and their respective officers, employees, and agents) shall be contained in each policy required herein.
4. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas (and all other Cities) will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
5. All insurance policies, which name the Town of Addison, Texas (and other Cities) as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
6. Consultant may maintain reasonable and customary deductibles.
7. Insurance must be purchased from insurers that are financially acceptable to the Client and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, delivered to Consultant and the Town of Addison prior to the commencement of any Services or work by Consultant hereunder, and shall:

1. List each insurance coverage described and required herein. Such certificates will also include a copy of the endorsements necessary to meet the requirements and instructions contained herein.

2. Specifically set forth the notice-of-cancellation or termination provisions to the Town of Addison (and the Cities).

Upon request, Consultant shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

#### **11.0 FORCE MAJEURE**

In the event that performance by a party of any of its obligations or undertakings under this Agreement shall be interrupted or delayed by any occurrence not occasioned by the conduct of such party, whether such occurrence be an act of God such as lightning, earthquakes, floods or other like causes, the public enemy, acts of government, strikes, civil strife, fire, terrorism, or any other cause beyond the reasonable control of such party, then such performance shall be excused for such period of time as is reasonable necessary after such occurrence to remedy the effects thereof. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

#### **12.0 GOVERNING LAW/FORUM SELECTION.**

Venue for any suit, action, or legal proceeding under or in connection with this Agreement shall lie exclusively in Dallas County, Texas. This Agreement will be governed by and construed in accordance with the laws of the State of Texas without regard to its conflict of laws rules or the conflict of law rules of any other jurisdiction. Each party hereby submits to the exclusive jurisdiction of the courts in Dallas County, Texas for purposes of any such suit, action, or proceeding hereunder. Each party waives any claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that proceeding is improper.

#### **13.0 ASSIGNMENT**

Neither party may assign, transfer, subcontract, or otherwise convey (“**assign**”) this Agreement or any of their rights or obligations hereunder to a third party without the prior written consent of the other party. Both parties agree that any attempted assignment without prior consent will be void because the parties are surrendering the right to assign.

#### **14.0 NOTICES**

Any notice, demand or other communication required or permitted to be given to either party will be in writing and will be:

- (a) personally delivered to such party;
- (b) sent by prepaid overnight courier; or
- (c) sent by United States certified mail, postage prepaid, return receipt requested .

Any notice, demand or other communication given pursuant to subparagraphs (a), (b) and (c) above will be delivered or sent to the intended recipient at its address below:



if to: **Consultant**  
1249 South River Road  
Cranbury, NJ 08512  
Fax No.: 609-409-7624  
Attention: Legal

if to: **Client**  
City Manager's Department  
Addison Town Hall  
5300 Belt Line Rd.  
Dallas, TX 75254

Any party may from time to time change its address by written notice to the other party given in accordance with these provisions.

Notice shall be deemed given: when received if delivered personally; forty-eight (48) hours after deposit if sent by mail; and twenty-four (24) hours after deposit if sent by prepaid overnight courier.

In the event either party breaches any provision of this agreement, notice of such breach, if given, will be provided to the breaching party by the non-breaching party pursuant to this Section.

#### **15.0 AMENDMENT**

Any modification of this Agreement or any term or condition will be unenforceable unless it is evidenced by a writing signed by the authorized representative of the party against whom such a modification is asserted.

#### **16.0 NO WAIVER**

The waiver or indulgence of any failure to meet the requirements of any term or condition of this agreement will not operate as a waiver of any subsequent failure to meet the requirements of such term or condition or as a waiver or any other rights. No waiver of any term, provision, or condition of this Agreement shall be effective unless in writing and signed by the authorized representative of the party against whom such waiver is asserted.

#### **17.0 ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties except as specifically set forth in this Agreement.

#### **18.0 SEVERABILITY**

The parts, terms, and provisions of this Agreement are severable, and if any part, term, or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any law of a Federal, State, or local government having jurisdiction over this Agreement, such part, term, or provision will be severed from this Agreement and the other parts, terms, and provisions of this Agreement will remain in full force and effect; and in lieu of such severed part, term or provision there shall be added automatically as a part of this Agreement a provision as similar in its terms to such void, illegal, unenforceable, or conflicting part, term, or provision as may be possible and that will be legal, valid and enforceable.

#### **19.0 LIMITATION OF ACTIONS**

No action arising out of this Agreement, regardless of form, may be brought by either party more than two (2) years following the date the cause of action arose or the date upon which the party bringing the action first knew or reasonably should have known of its cause of action, whichever occurs later.

#### **20.0 MUTUAL DRAFTING; HEADINGS; CERTAIN TERMS**

This Agreement is the joint product of Client and Consultant, and each provision has been subject to the mutual consultation, negotiation, and agreement of Consultant and Client, and will not be construed for or against any party. The section and subsection headings contained herein are for convenience only and shall not be used in interpretation of this Agreement and are not intended to define or limit the scope of any provision of this Agreement. For purposes of this Agreement, “includes” and “including” are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

#### **21.0 COSTS AND EXPENSES**

Each party will bear its own costs, expenses and attorneys' fees incurred by it under or in connection with this Agreement.

#### **22.0 THIRD PARTY BENEFICIARIES**

Each of Carrollton, Farmers Branch, and Coppell are third party beneficiaries of the obligations, duties and responsibilities of Consultant under this Agreement, and shall be entitled to the same rights and benefits of this Agreement as if each of the said Cities was the Client under this Agreement. Otherwise, the provisions of this Agreement are solely for the benefit of the parties hereto and shall not and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

#### **23.0 NO WAIVER OF IMMUNITY**

Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any

immunity, defense, or tort limitation to which the Town of Addison or any Addison Person are or may be entitled, including, without limitation, any waiver of immunity to suit.

**24.0 INCORPORATION OF RECITALS**

The above and foregoing Recitals to this Agreement are true and correct and are incorporated into and made a part of this Agreement for all purposes.

**25. SIGNATORIES**

The undersigned officers and/or representatives of the parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the parties hereto.

**25.0 SURVIVAL**

Notwithstanding the expiration or termination of this Agreement, it is acknowledged and agreed that those rights and obligations which by their nature are intended to survive such expiration or termination will survive, including, without limitation, the following provisions:

- Section 3, Compensation
- Section 4, Independent Contractor
- Section 5, Confidentiality
- Section 8, Warranties/Total Liability
- Section 9, Insurance
- Section 10, Consultant’s Indemnity Obligation
- Section 25, Survival

This Agreement may be executed in any number of counterparts, all of which taken together will constitute one single agreement between the parties.

The parties are signing this Agreement to be effective as of the Effective Date stated in the introductory clause.

\_\_\_\_\_  
**The Town of Addison, Texas**

\_\_\_\_\_  
**iXP Corporation**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**SCHEDULE A**

Proposal Dated November 4, 2011

**DISPATCH SYSTEM STUDY INTERLOCAL AGREEMENT**

This Dispatch System Study Interlocal Agreement (“Agreement”) is made by and between the City of Carrollton, Texas (“Carrollton”), the City of Farmers Branch, Texas (“Farmers Branch”), the City of Coppell, Texas (“Coppell”), and the Town of Addison, Texas (“Addison”) (Carrollton, Farmers Branch, Coppell, and Addison are hereinafter sometimes referred to together as the “Cities” and individually as a “City”).

Recitals:

1. The Cities, which are neighboring home rule municipalities, provide public health and safety services to their respective citizens and inhabitants, including police protection, fire protection, and emergency medical services.

2. An emergency services dispatch system (the “System”) is integral to and a necessary part of providing those public health and safety services, and without such a System the public health and welfare could not be adequately provided for and protected. The Cities desire to review, evaluate and consider the possible integration of their respective Systems into a unified System to be used cooperatively by the Cities.

3. In order to accomplish this review and evaluation, the Cities desire that iXP Corporation, a Delaware corporation (“iXP”), conduct an initial study and make recommendations regarding their respective Systems and the possible integration of those Systems into a single, unified System for cooperative use by the Cities (the “System Study”). In accordance therewith, the Cities agree that Addison will seek to enter into an agreement with iXP to conduct the System Study, with the cost thereof to be shared equally by the Cities.

4. A copy of a proposal from iXP regarding the System Study, obtained by Addison, is attached hereto as Exhibit A and incorporated herein (the “iXP Proposal”), and a proposed agreement entitled “iXP Consulting Services Agreement” between Addison and iXP to conduct the System Study as described in the iXP Proposal is attached hereto as Exhibit B and incorporated herein (the “iXP Agreement”). Addison has or intends to approve the iXP Agreement, subject to and contingent upon, however, the approval and execution of this Agreement by each of the other Cities.

5. The provision of police, fire and emergency medical services, and the corresponding provision and operation of an emergency dispatch system that is essential to providing those services, are governmental functions and services as set forth in Chapter 791, Tex. Gov. Code (the “Interlocal Cooperation Act” or the “Act”). The Cities are authorized by the Interlocal Cooperation Act to enter into an interlocal contract to study the feasibility of the performance of a governmental function or service, or provide a governmental function or service that each party to the contract is authorized to perform individually.

**NOW, THEREFORE**, for and in consideration of the mutual benefits and obligations set forth in this Agreement, the City of Carrollton, Texas, the City of Farmers Branch, Texas, the City of Coppell, Texas, and the Town of Addison, Texas do hereby agree as follows:

Section 1. The above and foregoing Recitals are true and correct and are incorporated into this Agreement and made a part hereof for all purposes.

Section 2. The Cities agree that they shall each pay one fourth of the total cost of the iXP Agreement as set forth therein. Such total cost is shown in Schedule A of the iXP Agreement to be \$174,750.00, and therefore each City shall pay \$43,687.50. Addison will make the initial payments to iXP in accordance with the iXP Agreement, and each of Carrollton, Farmers Branch, and Coppell shall reimburse Addison their proportionate (one-fourth) share of each payment made by Addison. Such reimbursement shall be made by Carrollton, Farmers Branch, and Coppell not later than fifteen (15) days following their receipt of an invoice from Addison identifying the amount(s) paid by Addison and a copy of the iXP invoice and any supporting documentation received in support thereof from iXP.

The payments made by Carrollton and Farmers Branch to Addison pursuant to this Agreement shall be made from current revenues available to each of Carrollton, Farmers Branch and Coppell.

Section 3. For purposes of this Agreement, notices and other communications shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given upon receipt. Addresses for notices and other communications are as follows:

<u>To Carrollton:</u>	<u>To Farmers Branch:</u>
_____	_____
_____	_____
_____	_____
Attn:_____	Attn:_____
<u>To Coppell:</u>	<u>To Addison:</u>
_____	_____
_____	_____
_____	_____
Attn:_____	Attn:_____

From time to time each City may designate another address within its boundaries for purposes of this Agreement by giving the other party not less than ten (10) days advance notice of such change of address in accordance with the provisions hereof.

Section 4. A City shall not, and shall have no authority to, assign or otherwise transfer this Agreement or an portion hereof without the prior written consent of the other Cities. No assignment or other transfer by any City will be effective without the written consent of the other Cities.

Section 5. Unless this Agreement is approved and executed by an authorized representative of each of the Cities on or before December 31, 2011, this Agreement shall be null and void.

Section 6. This Agreement represents the entire and integrated agreement between Carrollton, Farmers Branch, Coppell, and Addison, and supersedes all prior negotiations,

representations and/or agreements, either written or oral with regard to the subject matter hereof. This Agreement may be amended and modified only by written instrument signed by authorized representatives of each of the Cities.

Section 7. This Agreement is subject to the respective governmental immunity of each of the Cities. By its respective execution and performance hereof, no City waives its governmental or any other immunity, any defenses, or any tort limitations.

Section 8. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement.

Section 9. This Agreement and the rights and duties of the Cities shall be governed by the laws of the State of Texas, without regard to the choice of laws provisions of any jurisdiction. This Agreement shall be enforceable in Dallas County, Texas, and, if legal action is necessary, exclusive venue shall lie in Dallas County, Texas.

Section 10. This is a negotiated document. Should any part of this Agreement be in dispute, the Cities agree that the terms and provisions of this Agreement shall not be construed more favorably for or strictly against any City.

Section 11. It is not a waiver of or consent to a breach, failure to perform, or default of this Agreement if the non-defaulting party fails to declare promptly a default or delays in taking any action. Pursuit of any rights or remedies set forth in this Agreement does not preclude pursuit of any other rights or remedies in this Agreement or available or provided by law, in equity, or otherwise.

Section 12. This Agreement and all of its provisions are solely for the benefit of the Cities and, except as set forth herein, are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

Section 13. This Agreement shall be effective upon the date that the last of the Cities executes this Agreement as reflected by the date of execution of this Agreement by the authorized representatives of the Cities set forth below.

Section 14. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

Section 15. The undersigned persons are the properly authorized representatives of each of the respective Cities and have the necessary authority to execute this Agreement on behalf of the Cities.

**EXECUTED** by each of the Cities as of the dates set forth below.

**CITY OF CARROLLTON, TEXAS**

**CITY OF FARMERS BRANCH, TEXAS**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF COPPELL, TEXAS**

**TOWN OF ADDISON, TEXAS**

By: \_\_\_\_\_

By: \_\_\_\_\_

Ron Whitehead, City Manager

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





***iXP Corporation's proposal to conduct a business case  
for a consolidated emergency communications center  
for the City of Carrollton, Farmer's Branch, Coppell  
and Addison, TX***



---

**November 4, 2011**

iXP Corporation  
1249 S. River Road  
Cranbury, NJ 08512  
Tel: 609.409.7272  
Fax: 609.409.7623  
www.ixpcorp.com

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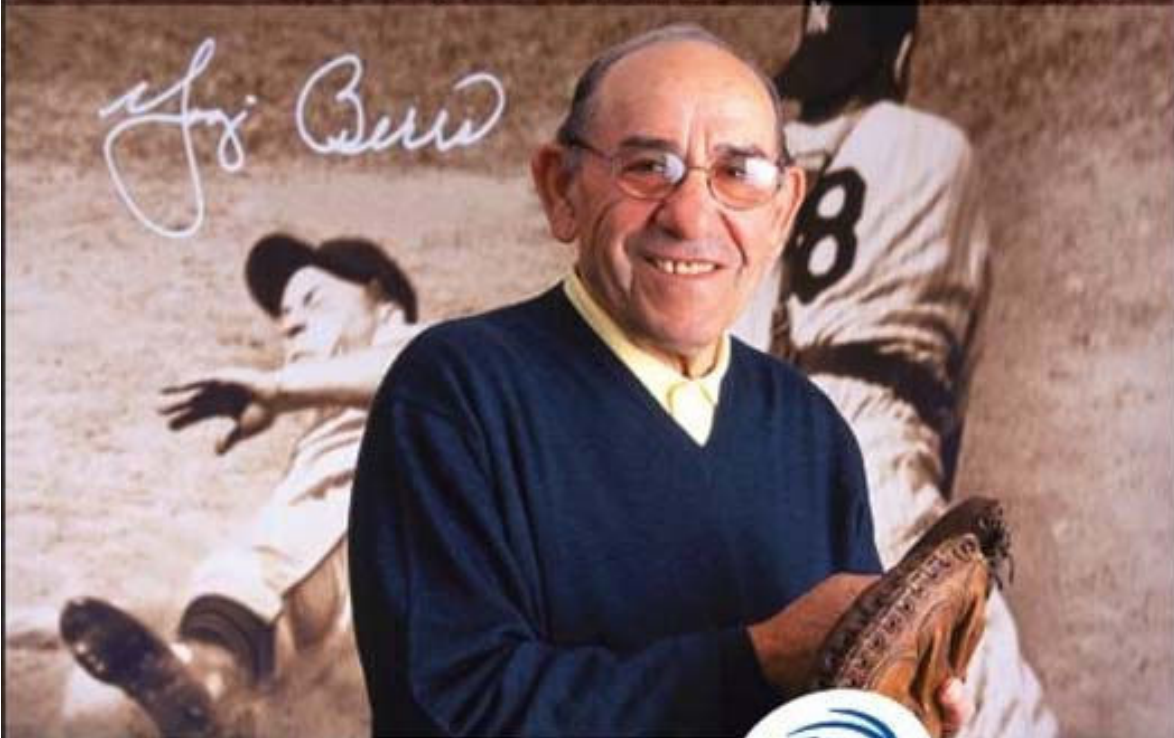
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## Introduction

*“The future ain’t what it used to be!”* – Yogi Berra

We all smile when we hear “Yogi-isms” that remind us of the simpler times of days gone by. Unfortunately times are no longer simple and during these tough economic times there are many complex and difficult decisions facing leadership.

When iXP Corporation discovered that the Cities of Carrollton, Farmer’s Branch, Coppell and Addison were looking to increase the efficiency of their government operations through identifying options for shared service solutions, we asked to learn more.

On October 18, 2011, iXP Corporation met with representatives from the Cities of Carrollton, Farmer’s Branch, Coppell and Addison. Our discussions revealed:

- Providing the highest level of service in the most efficient manner is critically important to all of the agencies involved in this project;
- The advantages of consolidation are apparent to each of the stakeholders;
- Each stakeholder is searching for the most efficient model for consolidation;
- The stakeholders believe that an Authority model for the executive management of a consolidated emergency communication center will provide the best governance model; *and*
- Conducting a business case which will compare a consolidated communications center run by a government agency with a consolidated communications center run by a private company will allow each of the stakeholders to make an educated decision on the direction of the consolidation.

Following the meeting we were asked to provide a proposal that describes the methodology and tasks required for a business case which will compare two models for a consolidated emergency communications center for the Cities of Carrollton, Farmer’s Branch, Coppell and Addison. The business case will compare a consolidated communications center run by a government agency with a consolidated communications center run by a private company.

We offer the following formal Vision Statement for your consideration and adoption. As Mr. Berra reminds us, *“A nickel ain’t worth a dime anymore!”* But with a strong vision, you will ensure the direction your mission takes remains focused and provides you with honest value and tangible outcomes.



## Goals and Objectives

Financial predictability, cost containment and improved service levels are identified goals of the Cities of Carrollton, Farmer's Branch, Coppell and Addison. Each of the stakeholders are seeking a comprehensive and independent business case that compares two potential options for consolidation. The business case will compare the two options and provide the stakeholders with information regarding how long and how much each option will take/cost and provide. This information can then be used by the stakeholders to make an educated decision on which option of consolidation is best suited for them.

The objectives of the project are:

- A wish to explore the opportunity to provide improved emergency communications and response;
- Identify the most cost effective delivery of improved emergency communications service possible; *and*
- Conduct a business case which compares a consolidated communications center run by a government agency with a consolidated communications center run by a private company

## Assumptions

In any evaluative study of this nature, some assumptions are necessary in order to develop an effective and planned approach. For our purposes the following assumptions will be made:

- Service level improvements are essential if any level of consolidation is to be considered and service level deterioration will not be viewed as favorable by the stakeholders;
- The four stakeholder communities believe a consolidated emergency communication center is in their best fiscal and operational interests and are using the business case to investigate two options. A consolidated center run by a government agency or a consolidated center run by a private company using a performance based contract;
- The stakeholders believe that an Authority model for the executive management of a consolidated emergency communication center will provide the best governance model;
- The information in the RCC Communications Consolidation Project contains accurate workload and staffing information for the potential stakeholder communities;
- The potential building sites in the RCC project are still preferences for renovation to house a new regional communication center; *and*
- The City of Carrollton will be the designated point of contact during the business case.



## Scope of Work

The consolidation of emergency communications centers has become popular in recent years due to its many potential benefits and advantages. Such benefits include economies of scale and reduced costs when equitably applied to staffing, improving technology, streamlining policies and procedures, technology standardization and interoperability, budgets, and protocols. It also offers increased accountability and flexibility to implement policies and procedures via a standardized and public safety certified training program.

iXP Corporation has been asked by the Cities of Carrollton, Farmer's Branch, Coppell and Addison to provide a business case which will compare two models for a consolidated emergency communications center. It will compare a consolidated communications center run by a government agency with a consolidated communications center run by a private company. iXP Corporation is uniquely positioned to assist with this project. We have delivered similar consolidated projects through a Project/ Program management role where a government agency has run the consolidated center and also delivered a consolidated project through a managed services contract where we were the private company running the center. The Chattahoochee River 911 Authority (ChatComm), where iXP Corporation operates the center through a managed services contract, is the largest known 911 public-private partnership in the country. Our unique knowledge of both delivery options enables iXP Corporation to provide you with the unrivalled expert professional services that are needed for this project.

iXP Corporation's methodology is to help the client solve mission critical problems for their organizations. We work closely with our clients and tailor our work to ensure they achieve their vision on-time and on-budget. During this project iXP Corporation will gain a thorough understanding of the needs and capabilities of each of the stakeholder agencies. We will utilize our wealth of knowledge and expertise by focusing our resources on the four major building blocks of public safety communications centers– ***Governance, Operations, Technology and Facilities***. iXP Corporation will focus on these four critical areas when assessing, evaluating, planning and designing options for consolidation of public safety communications services for the Cities of Carrollton, Farmer's Branch, Coppell and Addison.

A consolidation project of this nature has many unique, intertwined and intricate considerations which need to be addressed. Our experience of delivering similar consolidation projects and our detailed knowledge of both potential delivery options has shown us that a multi-phased approach is needed. The first phase is an assessment which establishes a baseline of the current emergency communications environment and looks at the feasibility of consolidating into a consolidated center. The Cities of Carrollton, Farmer's Branch, Coppell and Addison have completed this phase and decided that consolidation is not only feasible but is preferred due to the potential of offering an improved level of service in a more efficient manner.

The business case is the second phase in the multi-phased approach. It will provide budgetary cost estimates and the preliminary implementation timelines associated with the consolidation and is essential to managing costs during the early phases of the project and achieving financial





predictability. The business case will review and validate the information gathered during phase one of this project and in particular will compare two models for a consolidated emergency communications center for the Cities of Carrollton, Farmer's Branch, Coppell and Addison. It will focus on the governance, operations, technology and facility aspects of the project and develop a comprehensive comparison of implementing and operating a consolidated communications center using a government agency or private company. This thorough and independent business case will provide a detailed road map of how long and how much this project will cost and assist the Cities of Carrollton, Farmer's Branch, Coppell and Addison with selecting the consolidation model which best achieves their vision.

The third phase of iXP Corporation's multi-phased approach is implementation. During this phase iXP Corporation will ensure that implementation and transition are completed to scope, on time and on budget. iXP Corporation offer numerous delivery options during implementation. Some of the potential options during the implementation include;

- iXP Corporation can deliver the entire project as a managed service whereas iXP could provide the technology and facility fit out, operations (including on site management, tele-communicators, technology support and maintenance resources) for a fixed monthly fee over a multi-year contract term.
- iXP Corporation can act as the Prime Contractor. As the Prime we may retain any additional services needed to complete the project including but not limited to A&E firms and contractors. We will be the single point of contact for the stakeholders or Authority and will take full responsibility for the on-time and on-budget completion of the project
- iXP Corporation can deliver the project by acting in a Project Management role. In this delivery option the stakeholders or Authority would hire any additional services needed, such as A&E firms and contractors. iXP would provide the industry expertise and experience and would act as a liaison between the stakeholder or Authority and the other firms involved in the project. We would ensure that the project maps to our plans and achieves the goals and vision of the project.

## Task List – Business Case

### Task List

- **Project Kick off Meeting with Stakeholders/Participants**
- **Governance**
  - Discuss revenue and cost sharing model options for capital and operating budgets for initial and ongoing operations of a consolidated communications center (Comparing the 2 models selected)
  - Review relationship and cost saving issues with DENCO 911 supplying 911 equipment
- **Operations**
  - Validate all workload numbers from study with each participating agency (includes 911 & field initiated)
  - Validate local training & establish baseline (accreditation, best practices, standards)



- Validate salary/benefits, roles & responsibilities for current employees
- Review requirements for handling warrants, CCTV, administration phone roll overs, jails/prisoners based upon current utilization of resources
- **Facility**
  - Validate square footage & description recommendations for consolidated communications center
  - Engage local architecture & ME Firm for budgetary estimates
- **Technologies**
  - Supply inventory listing of all technologies to be migrated to the consolidated communications center (supplied by stakeholders)
  - Review & validate ancillary systems that need to consolidate, i.e., CCTV, administrative telephones, alarm systems, fire station alerting, logging/recording, time synchronization
  - Develop requirements for Single CAD which will be required to be integrated with multiple RMS. Multiple RMS will require talking to RMS vendors for pricing
  - Develop AVL requirement for CAD and validate Map Data availability
  - Review requirements for Alarm Early Warning systems (for integration into consolidated communications center)
  - Use Metrocrest Study for basis of existing radio equipment review
- **Business Case Development**
- **Governance**
  - Document number of supporting administrative & technology positions (other than call taker/dispatcher) to support facility size
  - Develop multiple governance models/options for stakeholder participation
  - Develop multiple revenue/cost sharing models for consolidated communications center capital and operating budget requirements
  - Develop potential revenue sharing models for stakeholders
- **Operations**
  - Conduct communications center wage/benefits study of potential stakeholder and surrounding communities
  - Develop communications center wage/benefits scale for the 2 models to be compared
  - Based upon validation of workload - estimate number of center positions - number of 911 trunks
  - Develop staffing and schedule models for operation of consolidated communications center to include support for overtime and special events
  - Estimate work to establish (start up) consolidated communications center operations for business case
- **Facility**
  - Validate square footage & description recommendations for consolidated communications center
  - Develop conceptual facility design
  - Prepare budgetary estimates for re-model





- **Technologies**
  - Research and price connectivity options for WAN with recommendations/options
  - Contact CAD vendors for pricing options of supplying product to consolidated communications center (AVL, Mobiles, interfaces) with recommendations/options
  - Develop high level WAN design based upon the technologies required to be supported - integrated with the new consolidated communications center
  - Obtain pricing for emergency telephone options, new equipment or move/cut & enhance an existing system with recommendations/options (with proposed transition plans)
  - Obtain pricing for administrative telephone, LAN, WAN equipment with recommendations
  - Obtain radio infrastructure, console & time synchronization equipment pricing (for current radio communications systems)
  - Document recording requirements & obtain pricing for logging/recording equipment with recommendations
  - Obtain pricing for ancillary systems with recommendations
  - Obtain pricing for furniture (administration & communication center) with recommendations
- **Develop two project plans, one for each option**
- **Present DRAFT Deliverable to client group**
- **Client Review Period**
- **Incorporate any input/comments into document**
- **Deliver FINAL Report**

## Pricing and Payment – Business Case

iXP Corporation proposes a firm fixed price for the iXP Corporation services included in this proposal of **\$174,750.00**. ***This total fixed price INCLUDES all reimbursable and travel expenses. No additional charges will be incurred.*** This price is valid for a period of ninety days (90) from the date of the proposal.

iXP proposes the following invoicing schedule for Phase I:

**35% at contract signing - \$61,162.50**

**35% at draft deliverable \$61,162.50**

**30% at the delivery of the business case Report - \$52,425.00**

***Note: if iXP is selected to implement and deliver either a managed services (outsourced) or government (Authority) run consolidated emergency communications center iXP will discount the future work fifty percent (50%) of this Business Case price, \$87,375.00.***



*All prices are inclusive of travel and living costs and other customary business expenses such as printing, telephone charges, etc. All prices are exclusive of any State, County or City taxes or business fees that may be required to conduct business with the Cities of Carrollton, Farmer's Branch, Coppell and Addison, Texas. Invoices will be issued according to the schedule above and payment is expected net thirty (30) days of receipt of invoice.*

## Task List with Tentative Time-Line

Task	Start	Finish
<b>Consolidated emergency communications center – Business case</b>	<b>11/28/11</b>	<b>1/26/12</b>
Project Kick off Meeting with Stakeholders/Participants	12/12/11	12/12/11
• <b>Governance</b>	<b>12/12/11</b>	<b>12/13/11</b>
○ Discuss revenue and cost sharing model options for capital and operating budgets for initial and ongoing operations of a consolidated communications center (Comparing the 2 models selected)	12/13/11	12/13/11
○ Review relationship and cost saving issues with Denco 911 supplying 911 equipment	12/12/11	12/12/11
• <b>Operations</b>	<b>12/12/11</b>	<b>12/15/11</b>
○ Validate all workload numbers from study with each participating agency (includes 911 & field initiated)	12/13/11	12/15/11
○ Validate local training & establish baseline (accreditation, best practices, standards)	12/12/11	12/13/11
○ Validate salary/benefits, roles & responsibilities for current employees	12/14/11	12/15/11
○ Review requirements for handling warrants, CCTV, administration phone roll overs, jails/prisoners based upon current utilization of resources	12/14/11	12/14/11
• <b>Facility</b>	<b>12/12/11</b>	<b>12/14/11</b>
○ Validate square footage & description recommendations for consolidated communications center	12/14/11	12/14/11
○ Engage local architecture & ME Firm for budgetary estimates	12/12/11	12/13/11
• <b>Technologies</b>	<b>11/28/11</b>	<b>12/15/11</b>
○ Supply inventory listing of all technologies to be migrated to the consolidated communications center (supplied by stakeholders)	11/28/11	11/28/11
○ Review & validate ancillary systems that need to consolidate, i.e., CCTV, administrative telephones, alarm systems, fire station alerting, logging/recording, time synchronization	12/12/11	12/13/11
○ Develop requirements for Single CAD which will be required to be integrated with multiple RMS. Multiple RMS will require talking to current RMS vendors for pricing	12/13/11	12/14/11



○ Develop AVL requirement for CAD and validate Map Data availability	12/12/11	12/12/11
○ Review requirements for Alarm Early Warning systems (for integration into consolidated communications center)	12/15/11	12/15/11
○ Use Metrocrest Study for basis of existing radio equipment review	12/12/11	12/12/11
<b>Business Case Development</b>	<b>12/19/11</b>	<b>1/26/12</b>
• <b>Governance</b>	<b>12/19/11</b>	<b>12/23/11</b>
○ Document number of supporting administrative & technology positions (other than call taker/dispatcher) to support facility size	12/19/11	12/19/11
○ Develop multiple governance models/options for stakeholder participation	12/20/11	12/21/11
○ Develop multiple revenue/cost sharing models for consolidated communications center capital and operating budget requirements	12/21/11	12/22/11
○ Develop potential revenue sharing models for stakeholders	12/23/11	12/23/11
• <b>Operations</b>	<b>12/19/11</b>	<b>1/3/12</b>
○ Conduct communications center wage/benefits study of potential stakeholder and surrounding communities	12/19/11	1/2/12
○ Develop communications center wage/benefits scale for the 2 models to be compared	1/3/12	1/3/12
○ Based upon validation of workload - estimate number of center positions - number of 911 trunks	12/19/11	12/21/11
○ Develop staffing and schedule models for operation of consolidated communications center to include support for overtime and special events	12/21/11	12/22/11
○ Estimate work to establish (start up) consolidated communications center operations for business case	12/23/11	12/27/11
• <b>Facility</b>	<b>12/19/11</b>	<b>12/29/11</b>
○ Validate square footage & description recommendations for consolidated communications center	12/19/11	12/21/11
○ Develop conceptual facility design	12/21/11	12/29/11
○ Prepare budgetary estimates for re-model	12/21/11	12/29/11
• <b>Technologies</b>	<b>12/19/11</b>	<b>1/4/12</b>
○ Research and price connectivity options for WAN with recommendations/options	12/21/11	12/23/11
○ Contact CAD vendors for pricing options of supplying product to consolidated communications center (AVL, Mobiles, interfaces) with recommendations/options	12/19/11	1/2/12
○ Develop high level WAN design based upon the technologies required to be supported - integrated with the new consolidated communications center	12/19/11	12/20/11
○ Obtain pricing for emergency telephone options, new equipment or move/cut & enhance an existing system with recommendations/options (with proposed transition plans)	12/21/11	1/4/12



○ Obtain pricing for administrative telephone, LAN, WAN equipment with recommendations	12/21/11	12/28/11
○ Obtain radio infrastructure, console & time synchronization equipment pricing (for current radio communications systems)	12/19/11	12/22/11
○ Document recording requirements & obtain pricing for logging/recording equipment with recommendations	12/21/11	12/28/11
○ Obtain pricing for ancillary systems with recommendations	12/19/11	12/28/11
○ Obtain pricing for furniture (administration & communication center) with recommendations	12/19/11	12/21/11
● Develop two project plans, one for each option	12/21/11	12/22/11
● Present DRAFT Deliverable to client group	1/17/12	1/17/12
● Client Review Period	1/17/12	1/24/12
● Incorporate any input/comments into document	1/24/12	1/24/12
● Deliver FINAL Report	1/25/12	1/26/12



## Council Agenda Item: #R7

**AGENDA CAPTION:**

Consideration and discussion of the Department of Financial & Strategic Services Quarterly Review for the quarter and year-to-date ended September 30, 2011.

**FINANCIAL IMPACT:**

There is no financial impact directly associated with this item.

**BACKGROUND:**

To be provided.

**RECOMMENDATION:**

**COUNCIL GOALS:**

Conduct the Business of the Town in a Fiscally Responsible Manner

**ATTACHMENTS:**

Description:

[Q4 2011 Quarterly Report](#)

Type:

Presentation

Department of Financial & Strategic Services  
*Quarterly Review*

*For the Period Ended September 30, 2011*

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*Town of Addison  
November 2011*

# *Quarter Ended 09/30/11*

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First Southwest Portfolio Report and Statement of Compliance .....	Attached

# Executive Dashboard – 4th Quarter, 2011 Fiscal Year

## Financial Indicators

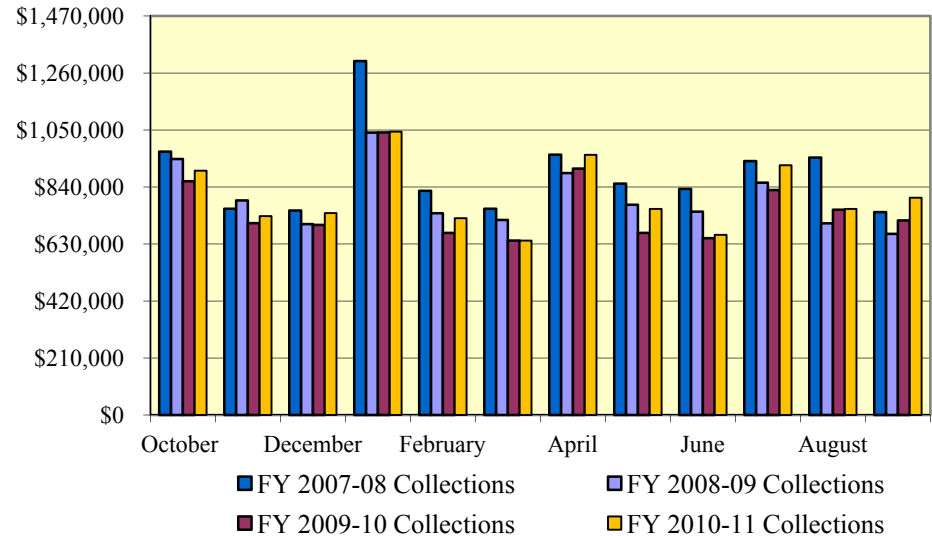
### Key Revenue Sources:

	FY11 Final Amended Budget	FY11 Unaudited Year to Date	Variance (Unfavorable)
Ad Valorem Taxes	\$10,276,590	\$10,373,351	\$96,761
Sales Taxes	\$9,377,780	\$9,651,534	\$273,754
Franchise Fees	\$2,602,960	\$2,759,651	\$156,691
Licenses and Permits	\$621,080	\$1,210,058	\$588,978
Court Fines	\$1,025,000	\$1,062,986	\$37,986
Hotel Tax	\$4,000,000	\$3,977,412	(\$22,588)
Fuel Flowage Fees	\$846,000	\$657,159	(\$188,841)
Water and Sewer Charges	\$10,165,000	\$10,637,758	\$472,758

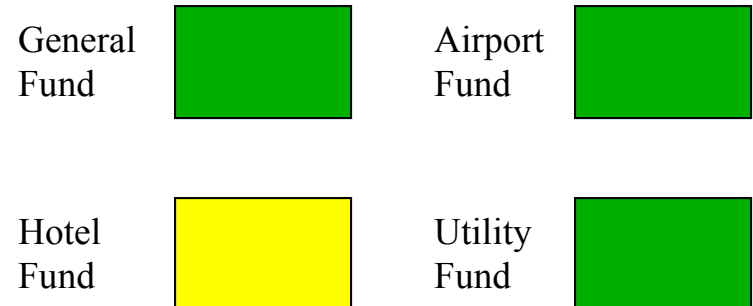
### Key Expenditures:

	FY11 Final Amended Budget	FY11 Unaudited Year to Date	Variance (Unfavorable)
General Fund	\$29,137,670	\$28,124,433	\$1,013,237
Hotel Fund	\$8,494,180	\$8,322,915	\$171,265
Airport Operations	\$3,506,410	\$3,203,241	\$303,169
Utility Dept.	\$2,644,680	\$2,497,506	\$147,174

### Addison Sales Tax Collections



### Overall Fund Outlook:





\*Using data through September 30, 2011



## Economic Indicators


### Occupancy Indicators:


Office Occupancy  Up from 76.3% to 78.8%

Retail Occupancy  Down from 83.7% to 83.0%

Source: CoStar Report Q4 2011 vs. Q4 2010


### Hotel Indicators:


Hotel Occupancy  2011 up 12.0% from 2010

RevPAR  2011 up \$4.74 from 2010

Source: STR Report – September 2011 vs. September 2010

### Area Economic Indicators:

Area Employment  2011 even with 2010

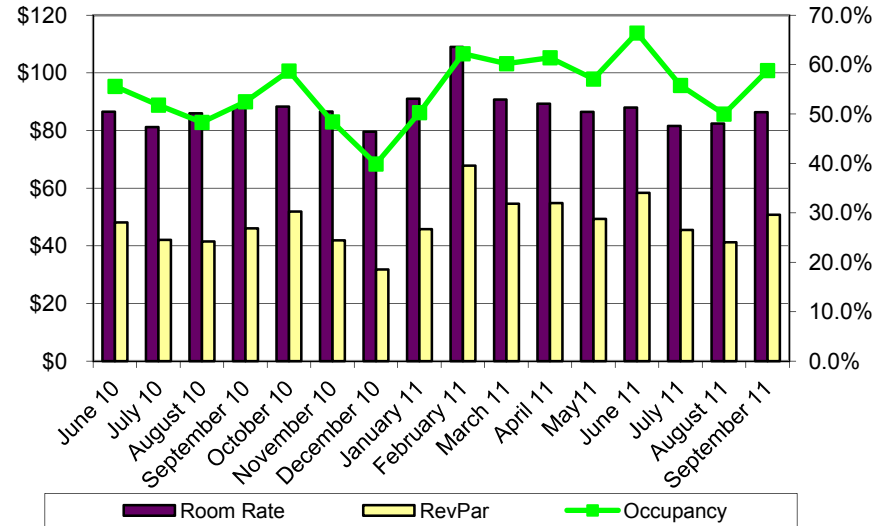
Texas Leading Indicators Index  2011 up 3.21% from 2010

Source: Dallas Federal Reserve

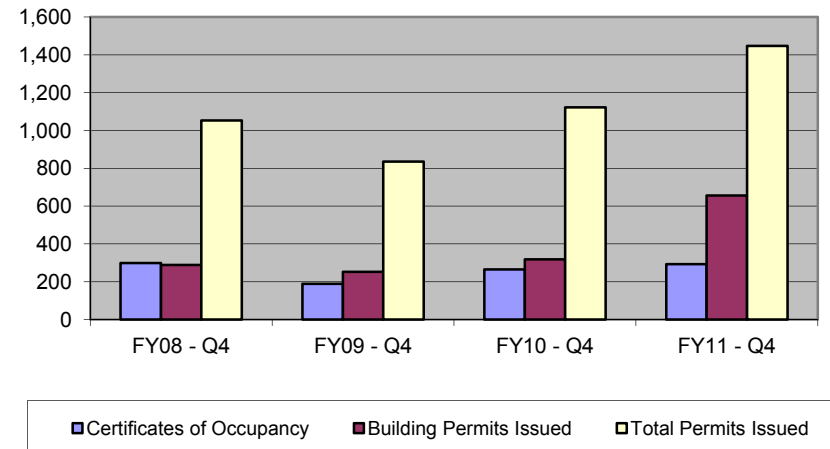
### Building Permit Activity:

	FY 2010 (thru September 30th)	FY 2011 (thru September 30 <sup>th</sup> )
Certificates of Occupancy	265	293
Building Permits Issued	318	656
Total Permits Issued	1,122	1,447
Total Valuation	\$140,412,362	\$115,619,535

### Hotel Industry Statistics



### Comparison of Permit Activity





# MEMO

**To: Ron Whitehead, City Manager**  
**From: Marisa Perry, Financial Services Manager**  
**Re: Fourth Quarter Financial Review**  
**Date: November 22, 2011**

The amounts reflected in this report are for the 2010-2011 fiscal year that concluded September 30, 2011. Revenue and expenditure totals include most year-end adjusting journal entries and closely represent what will be reported in the Town's audited comprehensive annual financial report. The only variances will be entries requested by the Town's auditors which are not expected to be material. Budget to actual comparisons are based on the final amended budget including budget amendments approved by the City Council at its August 23, 2011 meeting.

## GENERAL FUND

- Revenues for the year totaled \$27.7 million, which is \$394k or 1.4% more than received this time last year. Increased revenue from sales tax and franchise fees helped offset declines in property taxes.
- Property tax revenue of \$10.4 million is down \$398k, approximately 3.7% below the collections of last year due to this year's reduced tax levy.
- Sales tax revenues totaled \$9.7 million, a 5.4% increase over the previous year. Licenses and permits increased \$377k over the previous year as a result of UDR's application for the next phase of the Vitruvian Park development.
- For the fiscal year, total expenditures, including the \$700k transfer to the Economic Development Fund, are \$28.1 million, which is 96.5% of budget and \$1.1 million more than spent last year. Police department expenditures were slightly over budget due to increased benefit costs.

## HOTEL FUND

- Annual revenues totaled \$5.9 million, an increase of \$48k from last year. Hotel occupancy tax (HOT) collections gradually recovered through the year, and revenues of \$4.0 million were 8.5% greater than the previous year. Proceeds from special events were down \$258k compared to the previous year due to inclement weather which limited attendance at Taste Addison and Oktoberfest.

- Hotel fund expenditures of \$8.3 million were 98.0% of budget and \$2.2 million more than a year ago. The increased costs are attributed to making ready of the Visitor Services offices and the Visit Addison facilities at Village on the Parkway. Special Events expenditures were slightly over budget due to increased capital expenditures.

#### **AIRPORT FUND**

- Operating revenue for the year totaled \$4.2 million, down \$145k from last year. Fuel flowage fees are down 8.8% as a result of the runway reconstruction that has impacted air traffic the past few months.
- Year-to-date operating expenses amounted to \$3.2 million, \$199k more than the amount spent last year. Net income of \$1.0 million is \$344k less than last year but is \$140k more than budget. The Operator Service Contract was over budget primarily due to the incentive award payment to the airport operator in December 2010.

#### **UTILITY FUND**

- For FY 2011, the fund recorded \$10.7 million in operating revenues. The increase of \$1.9 million over the previous year is attributed to the new utility rate structure, as well as a 33.5% increase in the volume of water sold.
- Operating expenses of \$6.9 million are up \$213k compared to last year. Net income of \$3.8 million is \$1.7 million more than FY2010. Working capital declined \$2.3 million due to debt service and capital projects, but this decline is \$1.7 million less than the \$4.0 million decrease anticipated in the amended budget.

#### **CASH AND INVESTMENT REPORT**

- Cash for all funds as of September 30, 2011 totaled \$36.5 million, a net decline of \$9.0 million from the previous quarter. The decline is due to a seasonal variance between operating expenditures and revenues in the General Fund, interest payments from the debt service funds, and payments from the 2008 Capital Project Fund for the Vitruvian Park infrastructure and Spring Valley project.
- The Town's average investment yield to maturity at the end of September was 0.458 percent, down from the previous quarter's yield of 0.475 percent. This yield is higher than the TexPool benchmark of 0.09 percent. The average weighted maturity increased from 213 days to 227 days.
- We concur with First Southwest Asset Management's recommendation of keeping our cash balances low and investing in callable and step-up agency securities. In addition, we will continue to review municipal commercial paper issues and CDs to maximize yields.

## TOWN OF ADDISON

**EXECUTIVE SUMMARY OF MAJOR OPERATING FUNDS FOR THE QUARTER ENDED SEPTEMBER 30, 2011**  
 UNAUDITED ACTUAL AMOUNTS COMPARED TO THE 2011 FINAL AMENDED BUDGET AND PREVIOUS YEAR ACTUAL FOR SAME PERIOD

*All Amounts Expressed in Thousands of Dollars*

	General Fund			Hotel Fund			Airport Fund			Utility Fund			Total Major Operating Funds*		
	Budget	Actual	PY Actual	Budget	Actual	PY Actual	Budget	Actual	PY Actual	Budget	Actual	PY Actual	Budget	Actual	PY Actual
<b>RESOURCES</b>															
Ad Valorem Tax	\$ 10,277	\$ 10,373	\$ 10,771	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,277	\$ 10,373	\$ 10,771
Non-Property Tax	10,338	10,582	10,078	4,000	3,977	3,667	-	-	-	-	-	-	14,338	14,560	13,745
Franchise Fees	2,603	2,760	2,578	-	-	-	-	-	-	-	-	-	2,603	2,760	2,578
Service/Permitting/License Fees	1,968	2,589	2,325	1,548	1,386	1,644	884	708	859	10,258	10,727	8,806	14,657	15,411	13,634
Rental, Interest and Other Income	1,304	1,352	1,511	611	584	589	3,543	3,934	3,538	7	(23)	(56)	5,465	5,847	5,582
Transfers and Other Sources	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Resources</b>	<b>26,489</b>	<b>27,657</b>	<b>27,263</b>	<b>6,159</b>	<b>5,948</b>	<b>5,900</b>	<b>4,427</b>	<b>4,642</b>	<b>4,398</b>	<b>10,264</b>	<b>10,704</b>	<b>8,750</b>	<b>47,339</b>	<b>48,950</b>	<b>46,310</b>
<b>APPLICATION OF RESOURCES</b>															
Personal Services	19,205	18,664	18,519	1,538	1,443	1,429	254	264	232	1,362	1,371	1,285	22,359	21,743	21,465
Supplies and Materials	1,254	1,125	1,183	232	330	143	46	20	41	124	115	105	1,655	1,590	1,472
Maintenance	2,132	1,895	1,808	1,729	1,837	409	2,399	2,062	1,185	425	415	354	6,685	6,209	3,756
Contractual Services	4,659	4,564	4,510	4,269	3,968	3,461	807	858	1,546	5,398	4,978	4,939	15,133	14,368	14,457
Capital Equipment Amortization	1,073	1,072	5	57	65	-	-	-	-	24	27	10	1,154	1,164	15
Capital Equipment/Projects	113	105	36	-	9	-	1,278	1,304	50	3,785	3,018	598	5,177	4,436	683
Transfers and Other Uses**	700	700	999	670	670	670	390	391	398	3,147	3,102	3,077	4,908	4,863	5,144
<b>Total Application of Resources</b>	<b>29,138</b>	<b>28,124</b>	<b>27,059</b>	<b>8,494</b>	<b>8,323</b>	<b>6,112</b>	<b>5,175</b>	<b>4,899</b>	<b>3,452</b>	<b>14,265</b>	<b>13,027</b>	<b>10,369</b>	<b>57,072</b>	<b>54,373</b>	<b>46,992</b>
<b>Net Change in Fund Balances</b>	<b>\$ (2,649)</b>	<b>\$ (468)</b>	<b>\$ 204</b>	<b>\$ (2,335)</b>	<b>\$ (2,375)</b>	<b>\$ (212)</b>	<b>\$ (748)</b>	<b>\$ (257)</b>	<b>\$ 945</b>	<b>\$ (4,001)</b>	<b>\$ (2,323)</b>	<b>\$ (1,619)</b>	<b>\$ (9,733)</b>	<b>\$ (5,423)</b>	<b>\$ (682)</b>

**Notes:**

\* Totals may not exactly match due to rounding.

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

# TOWN OF ADDISON

## GENERAL FUND

### FY 2011 QUARTERLY STATEMENT OF REVENUES COMPARED TO BUDGET

*With Comparative Information from Prior Fiscal Year*

Category	2010-11 FY				2009-10 FY	
	Final Budget	4th Quarter	Unaudited Year-to-Date	YTD as % of Budget	Audited Year-to-Date	YTD as % of Budget
Ad valorem taxes:						
Current taxes	\$ 10,200,430	\$ (34,912)	\$ 10,290,338	100.9%	\$ 10,748,821	100.6%
Delinquent taxes	34,850	13,674	34,564	99.2%	2,392	70.6%
Penalty & interest	41,310	12,765	48,449	117.3%	19,953	84.2%
Non-property taxes:						
Sales tax	9,377,780	2,480,108	9,651,534	102.9%	9,155,849	98.9%
Alcoholic beverage tax	960,000	439,773	930,759	97.0%	921,990	94.6%
Franchise / right-of-way use fees:						
Electric franchise	1,500,000	485,381	1,625,028	108.3%	1,445,519	96.4%
Gas franchise	220,000	-	219,959	100.0%	215,705	116.6%
Telecommunication access fees	650,000	169,169	670,748	103.2%	682,102	103.3%
Cable franchise	225,000	63,173	235,916	104.9%	228,478	175.8%
Street rental fees	7,960	1,250	8,000	100.5%	6,350	90.7%
Licenses and permits:						
Business licenses and permits	167,340	134,010	247,176	147.7%	147,885	92.4%
Building and construction permits	453,740	561,717	962,882	212.2%	685,293	124.6%
Service fees:						
General government	650	23	97	14.9%	419	69.8%
Public safety	757,080	194,799	750,370	99.1%	884,912	104.1%
Urban development	5,300	1,163	3,683	69.5%	2,630	52.6%
Streets and sanitation	319,870	106,253	355,973	111.3%	332,330	95.0%
Recreation	79,400	28,160	84,879	106.9%	86,937	108.7%
Interfund	184,300	46,075	184,300	100.0%	184,300	100.0%
Court fines	1,025,000	277,615	1,062,986	103.7%	1,158,581	96.5%
Interest earnings	70,000	34,489	61,296	87.6%	60,681	34.2%
Rental income	153,000	33,251	148,959	97.4%	146,821	93.8%
Other	55,990	(1,431)	78,810	140.8%	144,670	192.9%
<b>Total Revenues</b>	<b>\$ 26,489,000</b>	<b>\$ 5,046,505</b>	<b>\$ 27,656,706</b>	<b>104.4%</b>	<b>\$ 27,262,618</b>	<b>100.2%</b>

# TOWN OF ADDISON

## GENERAL FUND

### FY 2011 QUARTERLY STATEMENT OF EXPENDITURES COMPARED TO BUDGET

*With Comparative Information from Prior Fiscal Year*

Category	2010-11 FY				2009-10 FY	
	Final Budget	4th Quarter	Unaudited Year-to-Date	YTD as % of Budget	Audited Year-to-Date	YTD as % of Budget
<b>General Government:</b>						
City Manager	\$ 1,627,890	\$ 481,275	\$ 1,621,767	99.6%	\$ 1,271,118	98.0%
Financial & Strategic Services	897,820	252,763	860,925	95.9%	851,725	96.7%
General Services	842,270	245,826	779,723	92.6%	781,312	98.2%
Municipal Court	509,580	153,963	475,737	93.4%	500,958	96.3%
Human Resources	519,630	184,532	455,767	87.7%	485,057	83.1%
Information Technology	1,325,600	339,041	1,196,031	90.2%	1,234,661	99.9%
Combined Services	622,680	135,402	568,588	91.3%	602,005	86.7%
Council Projects	360,650	71,055	352,851	97.8%	597,055	106.0%
<b>Public Safety:</b>						
Police	7,743,280	2,309,223	7,766,865	100.3%	6,986,208	94.5%
Emergency Communications	1,156,290	280,563	1,013,953	87.7%	1,073,368	94.5%
Fire	5,880,280	1,686,803	5,773,333	98.2%	5,418,067	94.7%
Development Services	898,680	269,418	885,219	98.5%	887,132	92.8%
Streets	1,779,880	619,769	1,612,010	90.6%	1,672,375	97.1%
<b>Parks and Recreation:</b>						
Parks	2,710,480	971,853	2,565,249	94.6%	2,348,874	92.9%
Recreation	1,562,660	526,834	1,496,415	95.8%	1,349,957	96.5%
<b>Other financing uses:</b>						
Transfer to Economic Development Fund	700,000	175,000	700,000	100.0%	-	N/A
Transfer to Debt Service Fund	-	-	-	N/A	998,737	101.3%
<b>Total Expenditures and Other Uses</b>	<b>\$ 29,137,670</b>	<b>\$ 8,703,320</b>	<b>\$ 28,124,433</b>	<b>96.5%</b>	<b>\$ 27,058,609</b>	<b>95.3%</b>

# TOWN OF ADDISON

## HOTEL FUND

### FY 2011 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET

*With Comparative Information from Prior Fiscal Year*

Category	2010-11 FY				2009-10 FY	
	Final Budget	4th Quarter	Unaudited Year-to-Date	YTD as % of Budget	Audited Year-to-Date	YTD as % of Budget
<b>Revenues:</b>						
Hotel/motel occupancy taxes	\$ 4,000,000	\$ 983,429	\$ 3,977,412	99.4%	\$ 3,666,781	106.3%
Proceeds from special events	1,547,500	524,802	1,386,124	89.6%	1,643,906	94.6%
Conference Centre rental	425,000	97,336	428,749	100.9%	475,366	95.1%
Other rental	172,540	56,674	152,847	88.6%	78,020	111.5%
Interest and miscellaneous	13,800	(13,404)	2,552	18.5%	35,949	35.9%
<b>Total Revenues</b>	<b>6,158,840</b>	<b>1,648,837</b>	<b>5,947,684</b>	<b>96.6%</b>	<b>5,900,022</b>	<b>100.7%</b>
<b>Expenditures and other uses:</b>						
Visitor Services	1,098,570	263,763	1,006,422	91.6%	806,786	63.1%
Visit Addison	1,995,110	262,136	1,978,750	99.2%	113,376	84.0%
Marketing	731,460	204,164	727,292	99.4%	617,637	76.7%
Special Events	2,392,720	1,036,073	2,404,184	100.5%	2,376,492	87.8%
Conference Centre	1,053,370	345,640	1,007,161	95.6%	963,908	95.1%
Performing Arts	552,950	31,358	529,106	95.7%	563,980	99.7%
Other financing uses:						
Transfer to Debt Service Fund	670,000	167,500	670,000	100.0%	670,000	100.0%
<b>Total Expenditures and Other Uses</b>	<b>\$ 8,494,180</b>	<b>\$ 2,310,634</b>	<b>\$ 8,322,915</b>	<b>98.0%</b>	<b>\$ 6,112,179</b>	<b>85.2%</b>

**NOTES:**

1) Amounts spent by special project:

Public Relations	\$ 314,250	\$ 72,575	\$ 303,189	96.5%	\$ 331,871	82.1%
Oktoberfest	563,880	566,839	575,180	102.0%	565,268	94.3%
Kaboom Town	245,920	221,198	273,036	111.0%	249,219	86.8%
Calendar	50,000	-	57,469	114.9%	44,814	89.6%
Hotel Support Program	260,000	79,444	156,690	60.3%	175,258	67.4%
Taste Addison	599,050	7,277	586,539	97.9%	572,201	91.3%
Shakespeare Festival	46,500	-	48,092	103.4%	47,710	102.6%
Summer Jazz Festival	44,560	27,699	41,188	92.4%	41,495	89.8%
WorldFest	200,110	(6,508)	205,332	102.6%	289,914	87.3%
Book Fair	2,920	-	2,032	69.6%	2,908	114.5%
Weekend to Wipe Out Cancer	13,000	13,878	13,947	107.3%	14,127	94.2%
<b>TOTAL</b>	<b>\$ 2,340,190</b>	<b>\$ 982,402</b>	<b>\$ 2,262,694</b>	<b>96.7%</b>	<b>\$ 2,334,785</b>	<b>87.5%</b>

**TOWN OF ADDISON**  
**ECONOMIC DEVELOPMENT FUND**  
**FY 2011 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET**  
*With Comparative Information from Prior Fiscal Year*

Category	2010-11 FY				2009-10 FY	
	Final Budget	4th Quarter	Unaudited Year-to-Date	YTD as % of Budget	Audited Year-to-Date	YTD as % of Budget
<b>Revenues:</b>						
Interest income and other	\$ -	\$ 325	\$ 876	N/A	\$ -	N/A
Transfer from General Fund	700,000	175,000	700,000	100.0%	-	N/A
<b>Total Revenues and Other Sources</b>	<b>700,000</b>	<b>175,325</b>	<b>700,876</b>	<b>100.1%</b>	<b>-</b>	<b>N/A</b>
<b>Expenditures:</b>						
Personal services	66,400	37,359	63,280	95.3%	-	N/A
Supplies	11,060	1,483	12,418	112.3%	-	N/A
Maintenance	-	-	1,449	N/A	-	N/A
Contractual services	622,540	97,873	290,052	46.6%	-	N/A
<b>Total Expenditures</b>	<b>\$ 700,000</b>	<b>\$ 136,715</b>	<b>\$ 367,199</b>	<b>52.5%</b>	<b>\$ -</b>	<b>N/A</b>

**NOTES:**

- 1) The Economic Development Fund was initiated with the FY2011 budget.

**TOWN OF ADDISON**  
**ADVANCED FUNDING GRANT FUND**  
**FY 2011 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET**  
*With Comparative Information from Prior Fiscal Year*

Category	2010-11 FY				2009-10 FY	
	Final Budget	4th Quarter	Unaudited Year-to-Date	YTD as % of Budget	Audited Year-to-Date	YTD as % of Budget
<b>Revenues:</b>						
Intergovernmental	\$ 1,500,000	\$ 1,200	\$ 1,566,252	104.4%	\$ 15,284	100.0%
Interest earnings and other	70	1,668	4,165	5950.0%	27	135.0%
<b>Total Revenues</b>	<b>1,500,070</b>	<b>2,868</b>	<b>1,570,417</b>	<b>104.7%</b>	<b>15,311</b>	<b>100.1%</b>
<b>Expenditures:</b>						
Supplies	6,200	-	1,466	23.6%	-	N/A
Contractual services	-	1,418	3,879	N/A	-	N/A
Construction and equipment	1,590,000	314,673	407,230	25.6%	-	N/A
<b>Total Expenditures</b>	<b>\$ 1,596,200</b>	<b>\$ 316,091</b>	<b>\$ 412,575</b>	<b>25.8%</b>	<b>\$ -</b>	<b>N/A</b>



**TOWN OF ADDISON**  
**REIMBURSEMENT GRANT FUND**  
**FY 2011 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET**  
*With Comparative Information from Prior Fiscal Year*

Category	2010-11 FY				2009-10 FY	
	Final Budget	4th Quarter	Unaudited Year-to-Date	YTD as % of Budget	Audited Year-to-Date	YTD as % of Budget
<b>Revenues:</b>						
Intergovernmental	\$ 1,900,000	\$ 33,169	\$ 581,224	30.6%	\$ 1,094,969	71.7%
Interest earnings and other	-	-	-	N/A	195	N/A
Transfer from Street Capital Project Fund	14,160	-	14,156	100.0%	-	N/A
<b>Total Revenues and Other Sources</b>	<b>1,914,160</b>	<b>33,169</b>	<b>595,380</b>	<b>31.1%</b>	<b>1,095,164</b>	<b>71.7%</b>
<b>Expenditures:</b>						
Personal services	10,200	2,659	8,867	86.9%	31,148	133.5%
Supplies	2,000	3,540	5,596	279.8%	14,309	1144.7%
Contractual services	-	-	-	N/A	9,573	115.8%
Construction and equipment	2,000,000	96,908	774,039	38.7%	576,012	44.4%
Transfer to General Fund	-	-	-	N/A	1,263	9.6%
Transfer to Street Capital Project Fund	-	-	-	N/A	462,564	249.6%
<b>Total Expenditures and Other Uses</b>	<b>\$ 2,012,200</b>	<b>\$ 103,107</b>	<b>\$ 788,502</b>	<b>39.2%</b>	<b>\$ 1,094,869</b>	<b>71.7%</b>

**TOWN OF ADDISON**  
**AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) GRANT FUND**  
**FY 2011 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET**  
*With Comparative Information from Prior Fiscal Year*

Category	2010-11 FY				2009-10 FY	
	Final Budget	4th Quarter	Unaudited Year-to-Date	YTD as % of Budget	Audited Year-to-Date	YTD as % of Budget
<b>Revenues:</b>						
Intergovernmental	\$ 255,000	\$ 216,175	\$ 317,450	124.5%	213,578	130.5%
Interest earnings and other	-	-	26	N/A	(24)	N/A
<b>Total Revenues</b>	<b>255,000</b>	<b>216,175</b>	<b>317,476</b>	<b>124.5%</b>	<b>213,554</b>	<b>130.5%</b>
<b>Expenditures:</b>						
Personal services	188,000	97,790	191,200	101.7%	139,757	132.0%
Supplies	-	6,052	6,052	N/A	22,633	100.0%
Contractual services	67,000	-	66,126	98.7%	16,100	N/A
Construction and equipment	-	-	-	N/A	35,088	100.0%
<b>Total Expenditures</b>	<b>\$ 255,000</b>	<b>\$ 103,842</b>	<b>\$ 263,378</b>	<b>103.3%</b>	<b>\$ 213,578</b>	<b>130.5%</b>

**TOWN OF ADDISON**  
**STREET CAPITAL PROJECT FUND**  
**FY 2011 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET**  
*With Comparative Information from Prior Fiscal Year*

Category	2010-11 FY				2009-10 FY	
	Final Budget	4th Quarter	Unaudited Year-to-Date	YTD as % of Budget	Audited Year-to-Date	YTD as % of Budget
<b>Revenues:</b>						
Interest income and other	\$ 9,100	\$ 1,608	\$ 25,149	276.4%	\$ 6,125	12.3%
Transfer from Reimbursement Grant Fund	-	-	-	N/A	462,564	249.6%
<b>Total Revenues and Other Sources</b>	<b>9,100</b>	<b>1,608</b>	<b>25,149</b>	<b>276.4%</b>	<b>468,689</b>	<b>199.2%</b>
<b>Expenditures:</b>						
Maintenance and materials	-	-	-	N/A	204,092	N/A
Engineering and contractual services	-	-	-	N/A	19,580	89.0%
Construction and equipment	1,007,440	-	-	0.0%	-	0.0%
Transfer to Reimbursement Grant Fund	14,160	-	14,156	100.0%	-	N/A
<b>Total Expenditures and Other Uses</b>	<b>\$ 1,021,600</b>	<b>\$ -</b>	<b>\$ 14,156</b>	<b>1.4%</b>	<b>\$ 223,672</b>	<b>82.6%</b>

**TOWN OF ADDISON**  
**PARKS CAPITAL PROJECT FUND**  
**FY 2011 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET**  
*With Comparative Information from Prior Fiscal Year*

Category	2010-11 FY				2009-10 FY	
	Final Budget	4th Quarter	Unaudited Year-to-Date	YTD as % of Budget	Audited Year-to-Date	YTD as % of Budget
<b>Revenues:</b>						
Interest income and other	\$ 3,070	\$ 50	\$ 26,313	857.1%	\$ 29,930	299.3%
<b>Total Revenues</b>	<b>3,070</b>	<b>50</b>	<b>26,313</b>	<b>857.1%</b>	<b>29,930</b>	<b>299.3%</b>
<b>Expenditures:</b>						
Maintenance and materials	-	-	-	N/A	27,275	32.1%
Engineering and contractual services	9,700	14,008	49,779	513.2%	72,218	144.4%
Construction and equipment	260,510	21,402	154,452	59.3%	-	N/A
<b>Total Expenditures</b>	<b>\$ 270,210</b>	<b>\$ 35,410</b>	<b>\$ 204,231</b>	<b>75.6%</b>	<b>\$ 99,493</b>	<b>73.6%</b>

**TOWN OF ADDISON**  
**2002 CAPITAL PROJECT FUND**  
**FY 2011 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET**  
*With Comparative Information from Prior Fiscal Year*

Category	2010-11 FY				2009-10 FY	
	Final Budget	4th Quarter	Unaudited Year-to-Date	YTD as % of Budget	Audited Year-to-Date	YTD as % of Budget
<b>Revenues:</b>						
Interest earnings and other	\$ 14,390	\$ 799	\$ 6,545	45.5%	\$ 12,010	34.3%
<b>Total Revenues</b>	<b>14,390</b>	<b>799</b>	<b>6,545</b>	<b>45.5%</b>	<b>12,010</b>	<b>34.3%</b>
<b>Expenditures:</b>						
Engineering and contractual services	369,000	104,893	252,759	68.5%	181,579	181.6%
Construction and equipment	1,175,000	438,729	438,729	37.3%	29,906	7.5%
<b>Total Expenditures</b>	<b>\$ 1,544,000</b>	<b>\$ 543,622</b>	<b>\$ 691,488</b>	<b>44.8%</b>	<b>\$ 211,485</b>	<b>42.3%</b>

**TOWN OF ADDISON**  
**2004 CAPITAL PROJECT FUND**  
**FY 2011 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET**  
*With Comparative Information from Prior Fiscal Year*

Category	2010-11 FY				2009-10 FY	
	Final Budget	4th Quarter	Unaudited Year-to-Date	YTD as % of Budget	Audited Year-to-Date	YTD as % of Budget
<b>Revenues:</b>						
Interest earnings and other	\$ 5,050	\$ 311	\$ 2,061	40.8%	\$ 3,161	42.1%
<b>Total Revenues</b>	<b>5,050</b>	<b>311</b>	<b>2,061</b>	<b>40.8%</b>	<b>3,161</b>	<b>42.1%</b>
<b>Expenditures:</b>						
Construction and equipment	187,000	-	-	0.0%	-	0.0%
<b>Total Expenditures</b>	<b>\$ 187,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.0%</b>	<b>\$ -</b>	<b>0.0%</b>

**TOWN OF ADDISON**  
**2006 CAPITAL PROJECT FUND**  
**FY 2011 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET**  
*With Comparative Information from Prior Fiscal Year*

Category	2010-11 FY				2009-10 FY	
	Final Budget	4th Quarter	Unaudited Year-to-Date	YTD as % of Budget	Audited Year-to-Date	YTD as % of Budget
<b>Revenues:</b>						
Interest earnings and other	\$ 4,060	\$ 250	\$ 1,657	40.8%	\$ 2,541	50.8%
<b>Total Revenues</b>	<b>4,060</b>	<b>250</b>	<b>1,657</b>	<b>40.8%</b>	<b>2,541</b>	<b>50.8%</b>
<b>Expenditures:</b>						
Engineering and contractual services	180,000	-	-	0.0%	-	0.0%
<b>Total Expenditures</b>	<b>180,000</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>	<b>-</b>	<b>0.0%</b>

**TOWN OF ADDISON**  
**2008 CAPITAL PROJECT FUND**  
**FY 2011 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET**  
*With Comparative Information from Prior Fiscal Year*

Category	2010-11 FY				2009-10 FY	
	Final Budget	4th Quarter	Unaudited Year-to-Date	YTD as % of Budget	Audited Year-to-Date	YTD as % of Budget
<b>Revenues:</b>						
Interest earnings and other	\$ 477,420	\$ 105,836	\$ 424,375	88.9%	\$ 2,278,065	95.5%
<b>Total Revenues</b>	<b>477,420</b>	<b>105,836</b>	<b>424,375</b>	<b>88.9%</b>	<b>2,278,065</b>	<b>95.5%</b>
<b>Expenditures:</b>						
Engineering and contractual services	1,628,000	487,037	1,487,176	91.3%	2,293,163	56.7%
Construction and equipment	10,950,000	3,579,086	12,570,029	114.8%	8,825,296	122.6%
<b>Total Expenditures</b>	<b>12,578,000</b>	<b>4,066,123</b>	<b>14,057,205</b>	<b>111.8%</b>	<b>11,118,459</b>	<b>98.9%</b>

## AIRPORT FUND

### FY 2011 QUARTERLY STATEMENT OF REVENUES, EXPENDITURES AND CHANGES TO WORKING CAPITAL COMPARED TO BUDGET

*With Comparative Information from Prior Fiscal Year*

Category	2010-11 FY				2009-10 FY	
	Final Budget	4th Quarter	Unaudited Year-to-Date	YTD as % of Budget	Audited Year-to-Date	YTD as % of Budget
<b>Operating revenues:</b>						
Operating grants	\$ 50,000	\$ 48,350	\$ 48,350	96.7%	\$ 93,465	186.9%
Fuel flowage fees	846,000	192,736	657,159	77.7%	720,825	110.9%
Rental	3,467,030	1,168,416	3,481,639	100.4%	3,430,003	105.5%
User fees	38,400	10,522	50,842	132.4%	138,397	307.5%
<b>Total operating revenues</b>	<b>4,401,430</b>	<b>1,420,024</b>	<b>4,237,990</b>	<b>96.3%</b>	<b>4,382,690</b>	<b>109.7%</b>
<b>Operating expenses:</b>						
Town - Personal services	254,020	101,049	264,010	103.9%	231,795	78.6%
Town - Supplies	45,550	5,925	19,696	43.2%	41,234	87.0%
Town - Maintenance	29,300	9,579	36,293	123.9%	25,890	88.5%
Town - Contractual services	477,520	138,813	402,750	84.3%	601,975	125.6%
Grant - Maintenance	100,000	35,840	99,991	100.0%	80,339	80.3%
Operator operation & maintenance	2,270,090	641,321	1,925,660	84.8%	1,078,454	78.0%
Operator service contract	329,930	96,467	454,841	137.9%	944,506	114.0%
<b>Total operating expenses</b>	<b>3,506,410</b>	<b>1,028,994</b>	<b>3,203,241</b>	<b>91.4%</b>	<b>3,004,193</b>	<b>95.0%</b>
<b>Net operating income</b>	<b>895,020</b>	<b>391,030</b>	<b>1,034,749</b>	<b>115.6%</b>	<b>1,378,497</b>	<b>165.6%</b>
<b>Non-Operating revenues (expenses):</b>						
Interest earnings and other	25,750	301,917	403,814	1568.2%	14,861	33.0%
Interest on debt, fiscal fees & other	(125,420)	(32,323)	(126,388)	100.8%	(135,532)	100.4%
<b>Total non-operating revenues (expenses)</b>	<b>(99,670)</b>	<b>269,594</b>	<b>277,426</b>	<b>-278.3%</b>	<b>(120,671)</b>	<b>134.1%</b>
<b>Net income (loss) (excluding depreciation)</b>	<b>\$ 795,350</b>	<b>\$ 660,624</b>	<b>\$ 1,312,175</b>	<b>165.0%</b>	<b>\$ 1,257,826</b>	<b>169.4%</b>
<b>CHANGES IN WORKING CAPITAL</b>						
<b>Net income (excluding depreciation)</b>	<b>\$ 795,350</b>	<b>\$ 660,624</b>	<b>\$ 1,312,175</b>	<b>165.0%</b>	<b>1,257,826</b>	<b>169.4%</b>
<b>Sources (uses) of working capital:</b>						
Retirement of long-term debt	(265,000)	(66,250)	(265,000)	100.0%	(262,675)	103.0%
Net additions to fixed assets with grants	(1,245,000)	(927)	(1,214,930)	97.6%	(22,717)	9.5%
Other net additions to fixed assets	(33,250)	-	(89,173)	268.2%	(27,035)	93.2%
<b>Net sources (uses) of working capital</b>	<b>(1,543,250)</b>	<b>(67,177)</b>	<b>(1,569,103)</b>	<b>101.7%</b>	<b>(312,427)</b>	<b>59.8%</b>
<b>Net increase (decrease) in working capital</b>	<b>(747,900)</b>	<b>593,447</b>	<b>(256,928)</b>	<b>34.4%</b>	<b>945,399</b>	<b>428.5%</b>
<b>Beginning fund balance</b>	<b>1,741,240</b>	<b>1,035,324</b>	<b>2,124,403</b>	<b>122.0%</b>	<b>1,179,004</b>	<b>98.5%</b>
<b>Ending fund balance</b>	<b>\$ 993,340</b>	<b>\$ 1,628,771</b>	<b>\$ 1,867,475</b>	<b>188.0%</b>	<b>\$ 2,124,403</b>	<b>149.9%</b>

## UTILITY FUND

### FY 2011 QUARTERLY STATEMENT OF REVENUES, EXPENDITURES AND CHANGES TO WORKING CAPITAL COMPARED TO BUDGET

*With Comparative Information from Prior Fiscal Year*

Category	2010-11 FY				2009-10 FY	
	Final Budget	4th Quarter	Unaudited Year-to-Date	YTD as % of Budget	Audited Year-to-Date	YTD as % of Budget
<b>Operating revenues:</b>						
Water sales	\$ 5,462,500	\$ 2,990,164	\$ 6,140,864	112.4%	\$ 4,758,886	110.4%
Sewer charges	4,702,500	1,639,126	4,496,894	95.6%	3,933,498	102.8%
Tap fees and other fees	22,670	6,375	17,845	78.7%	40,434	404.3%
Penalties	70,000	17,277	71,834	102.6%	73,251	122.1%
<b>Total operating revenues</b>	<b>10,257,670</b>	<b>4,652,942</b>	<b>10,727,437</b>	<b>104.6%</b>	<b>8,806,069</b>	<b>107.3%</b>
<b>Operating expenses:</b>						
Water purchases	2,707,600	772,861	2,520,301	93.1%	2,603,155	98.1%
Wastewater treatment	1,980,100	557,916	1,889,041	95.4%	1,736,262	99.5%
Utility operations	2,644,680	855,268	2,497,506	94.4%	2,354,539	87.4%
<b>Total operating expenses</b>	<b>7,332,380</b>	<b>2,186,045</b>	<b>6,906,848</b>	<b>94.2%</b>	<b>6,693,956</b>	<b>94.4%</b>
<b>Net operating income</b>	<b>2,925,290</b>	<b>2,466,897</b>	<b>3,820,589</b>	<b>130.6%</b>	<b>2,112,113</b>	<b>189.7%</b>
<b>Non-Operating revenues (expenses):</b>						
Interest earnings and other	6,500	(34,342)	(23,444)	-360.7%	(56,460)	-102.7%
Interest on debt, fiscal fees & other	(523,680)	(197,884)	(590,644)	112.8%	(683,163)	108.7%
<b>Total non-operating revenues (expenses)</b>	<b>(517,180)</b>	<b>(232,226)</b>	<b>(614,088)</b>	<b>118.7%</b>	<b>(739,623)</b>	<b>129.0%</b>
<b>Net income (loss) (excluding depreciation)</b>	<b>\$ 2,408,110</b>	<b>\$ 2,234,671</b>	<b>\$ 3,206,501</b>	<b>133.2%</b>	<b>\$ 1,372,490</b>	<b>254.0%</b>
<b>CHANGES IN WORKING CAPITAL</b>						
<b>Net income (excluding depreciation)</b>	<b>\$ 2,408,110</b>	<b>\$ 2,234,671</b>	<b>\$ 3,206,501</b>	<b>133.2%</b>	<b>\$ 1,372,490</b>	<b>254.0%</b>
<b>Sources (uses) of working capital:</b>						
Retirement of long-term debt	(2,623,770)	(543,563)	(2,511,390)	95.7%	(2,393,681)	96.1%
Net additions to fixed assets	(3,785,000)	(1,811,747)	(3,018,133)	79.7%	(598,154)	84.4%
<b>Net sources (uses) of working capital</b>	<b>(6,408,770)</b>	<b>(2,355,310)</b>	<b>(5,529,523)</b>	<b>86.3%</b>	<b>(2,991,835)</b>	<b>93.5%</b>
<b>Net increase (decrease) in working capital</b>	<b>(4,000,660)</b>	<b>(120,639)</b>	<b>(2,323,022)</b>	<b>58.1%</b>	<b>(1,619,345)</b>	<b>60.9%</b>
<b>Beginning fund balance</b>	<b>5,026,680</b>	<b>4,551,978</b>	<b>5,851,222</b>	<b>116.4%</b>	<b>7,470,567</b>	<b>98.6%</b>
<b>Ending fund balance</b>	<b>\$ 1,026,020</b>	<b>\$ 4,431,340</b>	<b>\$ 3,528,200</b>	<b>343.9%</b>	<b>\$ 5,851,222</b>	<b>119.0%</b>

**NOTE:**

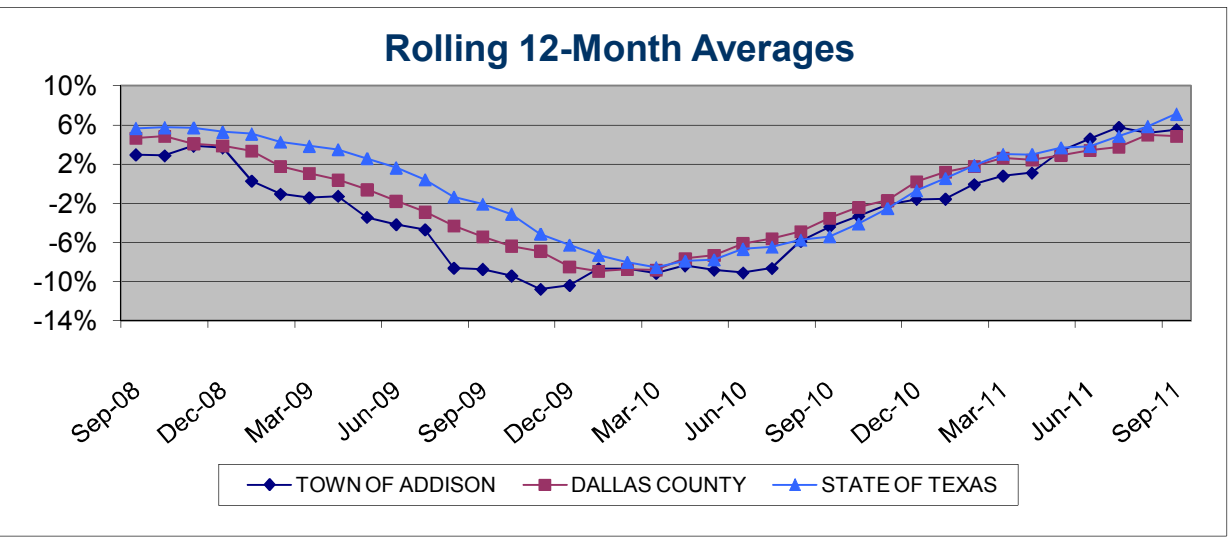
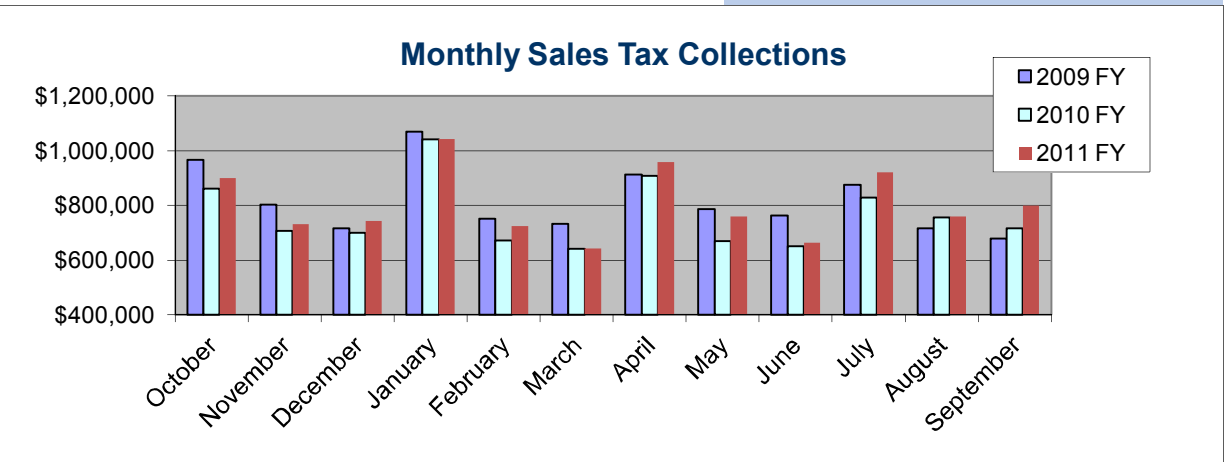
1) Due to delays of one to two months' billing from Dallas Water Utilities, operating expenses will be understated.

# TOWN OF ADDISON

## Schedule of Sales Tax Collections and Related Analyses

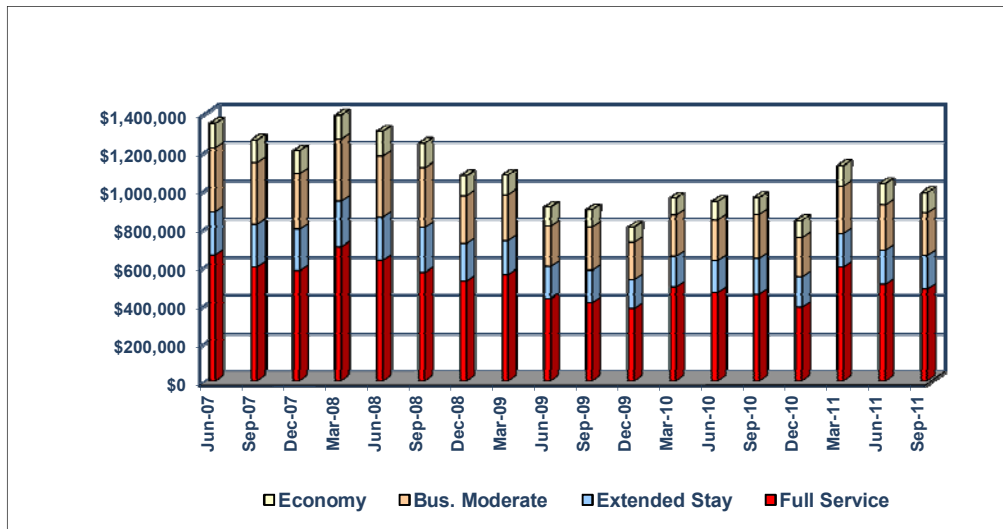
*For the fiscal year ending September 30, 2011*

	TOWN OF ADDISON				DALLAS COUNTY		STATE OF TEXAS	
	2010-11 Collections		% Change from Prior Year		% Change from Prior Year		% Change from Prior Year	
	Monthly	Cumulative	Monthly	Cumulative	Monthly	Cumulative	Monthly	Cumulative
October	\$ 900,409	\$ 900,409	4.5%	4.5%	3.9%	3.9%	7.2%	7.2%
November	732,667	1,633,076	3.6%	4.1%	0.9%	2.6%	4.0%	5.8%
December	743,963	2,377,039	6.2%	4.8%	7.6%	4.1%	10.3%	7.1%
January	1,044,167	3,421,206	0.3%	3.4%	3.5%	3.9%	5.4%	6.6%
February	725,375	4,146,581	8.1%	4.2%	0.5%	3.3%	6.7%	6.6%
March	642,718	4,789,299	0.0%	3.6%	4.0%	3.4%	5.2%	6.4%
April	958,768	5,748,067	5.6%	3.9%	3.1%	3.3%	4.7%	6.1%
May	759,433	6,507,500	13.2%	4.9%	4.6%	3.5%	6.6%	6.2%
June	663,926	7,171,426	1.9%	4.6%	8.6%	4.0%	6.2%	6.2%
July	920,437	8,091,863	11.0%	5.3%	3.6%	4.0%	8.4%	6.4%
August	759,083	8,850,946	0.4%	4.9%	12.9%	4.7%	8.6%	6.6%
September	800,587	9,651,534	11.6%	5.4%	4.8%	4.8%	12.2%	7.0%
Budget 10-11:	\$ 9,377,780							
Year End Actual	\$ 9,651,534							



**TOWN OF ADDISON HOTEL OCCUPANCY TAX COLLECTION**  
**Hotels By Service Type for the Quarter and Year-to-Date Ended September 30, 2011**  
**With Comparisons to Prior Year**

	Rooms		4th Quarter FY 11		11 to 10 % Diff.	YTD FY 11		11 to 10 % Diff.
	Number	Percentage	Amount	Percentage		Amount	Percentage	
<b>Full Service</b>								
Marriott Quorum	535	14%	\$ 222,330	23%	2%	\$ 787,613	20%	9%
Intercontinental	532	13%	156,173	16%	12%	749,937	19%	15%
Crowne Plaza	429	11%	102,170	10%	7%	430,717	11%	4%
	<u>1,496</u>	<u>38%</u>	<u>480,673</u>	<u>49%</u>	<u>6%</u>	<u>1,968,267</u>	<u>49%</u>	<u>10%</u>
<b>Extended Stay</b>								
Budget Suites	344	9%	5,255	1%	-20%	18,680	0%	-6%
Hawthorne Suites	70	2%	12,021	1%	5%	48,212	1%	9%
Marriott Residence	150	4%	46,440	5%	10%	183,782	5%	17%
Summerfield Suites *	132	3%	27,350	3%	0%	93,439	2%	-8%
Homewood Suites	128	3%	42,125	4%	-2%	178,466	4%	14%
Springhill Suites	159	4%	43,115	4%	-26%	167,485	4%	-5%
	<u>983</u>	<u>25%</u>	<u>176,306</u>	<u>18%</u>	<u>-7%</u>	<u>690,065</u>	<u>17%</u>	<u>3%</u>
<b>Business Moderate</b>								
Marriott Courtyard Quorum	176	4%	57,579	6%	-7%	240,980	6%	10%
LaQuinta Inn	152	4%	31,498	3%	13%	127,355	3%	14%
Marriott Courtyard Proton	145	4%	36,687	4%	-13%	156,493	4%	14%
Holiday Inn Express	102	3%	30,094	3%	2%	129,059	3%	9%
Hilton Garden Inn	96	2%	35,878	4%	-7%	141,062	4%	-5%
Holiday Inn - Arapaho	101	3%	23,714	2%	13%	95,643	2%	9%
Comfort Inn	86	2%	6,464	1%	-6%	17,152	0%	-37%
	<u>858</u>	<u>22%</u>	<u>221,914</u>	<u>23%</u>	<u>-3%</u>	<u>907,744</u>	<u>23%</u>	<u>7%</u>
<b>Economy</b>								
Motel 6	126	3%	18,837	2%	3%	70,673	2%	5%
Hampton Inn	159	4%	44,432	5%	6%	186,641	5%	12%
Quality Inn	115	3%	11,138	1%	9%	45,089	1%	21%
Comfort Suites	78	2%	16,873	2%	58%	61,392	2%	21%
Super 8	78	2%	8,955	1%	22%	32,037	1%	23%
Best Value	60	2%	4,301	0%	48%	15,504	0%	38%
	<u>616</u>	<u>16%</u>	<u>104,536</u>	<u>11%</u>	<u>14%</u>	<u>411,337</u>	<u>10%</u>	<u>14%</u>
<b>TOTAL</b>	<u>3,953</u>	<u>100%</u>	<u>\$ 983,429</u>	<u>100%</u>	<u>2%</u>	<u>\$ 3,977,412</u>	<u>100%</u>	<u>9%</u>





**TOWN OF ADDISON**  
**INTERIM STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS**  
For the Quarter Ending September 30, 2011

Fund	Balance 6/30/2011	Quarter Receipts	Quarter Disbursements	Balance 9/30/2011
<b>General Fund</b>	\$ 13,375,239	\$ 6,852,918	\$ 9,732,469	\$ 10,495,688
<b>Special Revenue Funds:</b>				
Hotel	2,131,054	3,314,357	3,452,082	1,993,329
Economic Development	331,616	176,567	145,200	362,983
Public Safety	18,647	40	64	18,623
Municipal Court	447,230	223,700	218,403	452,527
Advanced Funding Grant	1,495,626	1,760	287,745	1,209,641
Reimbursement Grant	(105,368)	23,275	93,605	(175,698)
ARRA Grant	(58,262)	111,659	103,842	(50,445)
<b>Debt Service Funds:</b>				
G. O. Bonds	2,173,094	128,630	1,142,548	1,159,176
Hotel Revenue Bonds	727,104	168,825	80,702	815,227
<b>Capital Projects Funds:</b>				
Streets	1,583,998	2,274	4,354	1,581,918
Parks	197,121	414	20,971	176,564
2002 G.O. Bonds	1,390,912	2,367	278,825	1,114,454
2004 G.O. Bonds	439,057	765	1,342	438,480
2006 G.O. Bonds	353,025	616	1,079	352,562
2008 C.O. Bonds	7,219,509	66,756	3,755,746	3,530,519
<b>Enterprise Funds:</b>				
Utility	6,162,676	3,146,888	4,315,921	4,993,642
Airport	1,704,144	1,378,129	930,619	2,151,654
<b>Internal Service Funds:</b>				
Capital Replacement	3,455,883	133,126	121,236	3,467,773
Information Technology	2,514,672	168,069	228,332	2,454,409
<b>TOTAL - ALL FUNDS</b>	<b>\$ 45,556,977</b>	<b>\$ 15,901,134</b>	<b>\$ 24,915,085</b>	<b>\$ 36,543,026</b>

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

<b>INVESTMENTS BY MATURITY AND TYPE</b>				
For the Quarter Ending September 30, 2011				
	Type	% of Portfolio	Yield to Maturity	Amount
	Pools	19.52%	0.09%	\$ 7,352,469
	Agencies	37.81%	0.61%	14,244,159
	Bank CD's	18.75%	0.68%	7,063,176
	Treasuries	10.65%	0.10%	4,012,135
	Commercial Paper	13.27%	0.35%	4,998,158
<b>Total Investments</b>		<b>100.00%</b>	<b>0.46%</b>	<b>37,670,097</b>
	Accrued Interest Earnings			93,525
	Demand Deposits			(1,220,596)
<b>TOTAL</b>				<b>\$ 36,543,026</b>

**COLLATERAL SUMMARY**

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

**Town of Addison  
Collateral Analysis  
Demand Deposit Cash  
September 30, 2011**

<b>Pledging Institution</b>	<b>Safekeeping Location</b>	<b>Account Title</b>	<b>Pledged Security Description</b>	<b>Security Par Value</b>	<b>Market Value</b>	<b>FDIC Insurance</b>	<b>Ending Bank Balance</b>	<b>Difference Over(Under)</b>
Frost Bank	Federal Reserve	Operating	GNMA due 10/15/2037	\$ 388,734	\$ 429,870			
Frost Bank	Federal Reserve	Operating	GNMA due 10/15/2037	1,135,104	1,255,220			
				<u>\$ 1,523,838</u>	<u>\$ 1,685,089</u>	<u>\$ 1,029,853</u>	<u>\$ 779,853</u>	<u>\$ 1,935,089</u>

## Third Quarter of Calendar Year 2011 Review

The U.S. economy probably grew at a less anemic pace in the third quarter than it did in the second quarter, but it didn't feel that way. According to the latest Wall Street Journal / NBC News poll, the percentage of Americans who believe the country is moving in the right direction has plunged from 35% when the year began, to 19%. It's been more than two years since the "Great Recession" officially ended, and the overall size of the economy, at \$13.26 trillion, is still well below prerecession levels. The economic and financial news has generally been downbeat and it seems to be feeding on itself. Disappointing news hammers confidence, which in turn dampens the outlook even further. And our political leaders, ramping up for what should be a brutal election season, further compound the problem by emphasizing failures. Data took a backseat to politics this summer as the financial markets reacted to the prospect of further tax cuts or tax increases, along with severe austerity measures and the grim prospect that whatever plan we devise at this point won't be enough to save future generations from the pain of our mistakes.

### MAJOR EVENTS

After weeks of intense debate and nervous speculation that the U.S. could potentially default on some of its government bonds, a last minute debt ceiling compromise was finally reached on August 1st. The compromise included two separate increases totaling \$900 billion, to be paid for through a planned \$917 billion deficit reduction over a 10-year period. In addition, a 12-member bipartisan "super-committee" was charged with the unenviable task of finding another \$1.5 trillion in specific cuts, to be approved by Congress on or before December 23rd. If the committee is unsuccessful, a minimum of \$1.2 trillion in cuts, spread over nine years (\$133 billion per year) will automatically be triggered. This light compromise sounds absurd when weighed against the sheer magnitude of the debt problem. The total national debt is \$14.8 trillion, the current size of the budget deficit is \$1.3 trillion and the United States borrows about 40 cents out of every dollar it spends. The \$130 billion in forced cuts wouldn't even come close to covering the \$215 billion in annual interest costs on the outstanding U.S. Treasury debt. And the debt cost will likely grow with each passing year.

So, it came as little surprise when after markets closed on Friday, August 5th, Standard & Poor's made good on its threat to downgrade the United States sovereign debt rating to AA+ from AAA, where it had stood for seven decades. In justifying the downgrade, S&P said the deficit plan "fell short" and that "the effectiveness, stability, and predictability of American policy-making and political institutions have weakened." The following Monday, S&P downgraded agency debt including Fannie Mae, Freddie Mac, the Federal Home Loan Bank (FHLB) and the Federal Farm Credit Bank (FFCB) from AAA to AA+, citing their "direct reliance on the U.S. government."

Common sense and market history dictate that Treasury yields should have risen, but this didn't happen. In fact, despite the new AA+ rating, both Treasuries and agencies were sold to eager investors at the lowest yields in history within a month's time. There were several reasons for this: the slowing of the U.S. and global economies; the deteriorating financial positions of the major European banks, which hold significant amounts of Greek, Irish, Italian, Portuguese and Spanish bonds; and an unexpected statement by the Fed in which they pledged to keep the overnight fed funds target at the current level for another two years.

### HOUSING

The housing market continued to show weakness despite a new record low on 30-year fixed mortgage rates. Freddie Mac reported an average of 4.01% for the week ending Sept 29, 2011, easily the lowest rate since Freddie began calculating weekly mortgage data. With the average price on an existing home down another 5% year-over-year to a 9-year low of \$168,300, affordability is at record highs, but the homebuyer isn't interested

The pending home sale index, a leading indicator based on contract signings, followed a 1.3% decline in July with a 1.2% drop in August. New home sales, facing intense pressure from the massive inventory of distressed properties on the market, fell another 2.3% in August to a 295k unit annual pace, more than a million units below the peak in 2005. Existing home sales managed

a rare bit of improvement in August, climbing 7.7% to a 5.03 million unit annual pace, but it wasn't pretty as 31% of these sales represented foreclosed properties or short sales. And the underlying housing problems are still firmly in place. According to the National Association of Realtors, 18% of contracts failed during the month due to low appraisals and rejected loan applications, doubling the percentage from last year.

### **EMPLOYMENT**

The labor market ended the quarter on a decidedly sour note with an even weaker jobs report than pessimistic forecasters had anticipated. The Bloomberg economist survey showed a median nonfarm payrolls forecast of only 68k for the month of August. As it turned out, payroll growth was zero, and downward revisions to the prior three months subtracted another 58k. Verizon telecom workers had a substantial impact on the August data as 45k workers were out on strike (and considered jobless) during the survey period. Local governments continued to cut payrolls as another 20k jobs disappeared. Most of the August gains were concentrated in the health care arena with 30k new jobs.

Payroll gains have now averaged a revised 35k per month for the last three months. The general rule of thumb is that the economy needs to generate 125k to 150k new jobs simply to absorb all the new workers entering the labor force every month, while around 200k jobs per month are needed in order to reduce the unemployment rate in a meaningful way. The unemployment rate was unchanged at 9.1% in August. As discouraging as this may sound, it could be worse. UT Finance Professor Sandy Leeds blogged that if the participation rate were to rise from the current 64% back to a more normal 66% level, the official unemployment rate would be 11.8%! With luck, August will mark the low point for 2011, although both the Administration and the Fed are calling for little change in unemployment through the end of next year.

### **CONSUMER SPENDING**

In years gone by, there was little correlation between consumer confidence and actual consumer spending. Sometimes, Americans were even more likely to spend money when they were unhappy. But staggering debt levels and tighter credit conditions seem to have changed all that. With confidence approaching historical lows, and wages and salaries declining for the first time in 10 months, spending has slowed to a crawl. Retail sales were unchanged in August, and over the past three months have risen at an annualized rate of just 1.7%, the slowest pace in a year. If the employee portion of the payroll tax is cut again as part of the recently proposed American Jobs Act, consumer spending could see a boost. But in all fairness, the much larger payroll tax cut and extension of the Bush tax cuts, both passed late last year, have yet to translate into increased consumption. This is another conundrum whose fix will depend on significant future job growth.

### **INFLATION**

The Fed has a very challenging dual mandate which requires them to combat both inflation and unemployment. Right now, officials are more focused on the unemployment side, which is probably appropriate since the labor market seems to be deteriorating, while inflationary pressure, although at relatively high levels, seems to be dissipating. Oil prices in particular have eased back from \$114 (WTI) per barrel in late April to \$79 at the end of the quarter. Gasoline prices have dropped by \$0.50 during this same period, ending the quarter at a nationwide average of \$3.45 per gallon. Bloomberg Business Week reported that corn prices plunged 23% in September for the biggest monthly decline in five decades. Wheat also fell by 23%, its biggest drop since March 1974, while soybean prices fell 19%.

So far, these recent price declines are only easing pressures. The Producer Price Index (PPI) was unchanged in August, exactly matching the Bloomberg median forecast, but on a year-over-year basis headline PPI was still up 6.5%. Core PPI, which excludes food and energy prices, rose just 0.1% in August and 2.5% year-over-year. Headline CPI rose 0.4% in August and 3.8% year-over-year. Core CPI rose by 0.2% in August, and more significantly, 2.0% year-over-year. Ten months ago, the annual pace of core CPI was just 0.6%. Despite the upward trend in core CPI, most Fed Officials don't seem to be too concerned. Generally speaking, the Fed doesn't believe that the current price pressures are sustainable due to low wage inflation and slowing global demand.

## **THE FED**

The Federal Reserve's Federal Open Market Committee (FOMC) concluded a two-day meeting on September 21st with a considerably more negative assessment than in past meetings, citing "significant downside risk" and concerns over strained global markets. As expected, the Committee officially announced what the media had been referring to as "Operation Twist," which is the Fed's nine-month plan to extend the average maturity of its portfolio holdings by selling \$400 billion in Treasuries with remaining maturities between 3 months and 3 years, and using the proceeds to buy Treasuries with maturities ranging from 6 to 30 years. According to the FOMC's official statement, "this program should put downward pressure on longer-term interest rates and help make broader financial conditions more accommodative." The FOMC also surprised the markets by announcing its plan to "reinvest principal payments from its holdings of agency debt and agency mortgage-backed securities in agency mortgage-backed securities." Previously, proceeds had been reinvested into Treasury securities. Coupled with Operation Twist, this action should keep mortgage rates extremely low for the remainder of the year.

As expected, the FOMC maintained the current fed funds target of 0.0% to 0.25% and reiterated their August pledge that current conditions were "likely to warrant exceptionally low levels for the federal funds rate at least through mid-2013." And, in somewhat of a relief to banks, money market funds and short fixed income investors, the FOMC did not announce a reduction in the interest rate paid on excess reserves, perhaps concluding the problems created would outweigh the benefits.

## **STOCK MARKET MOVEMENT**

It was a rotten quarter for stocks with the DOW losing just over 12% or 1,500 points. The broader S&P 500 lost 15%. Bad news rocked the equity markets daily during August and September with the WSJ reporting 29 days in which the DOW rose or fell by more than 1%, and 15 days in which it moved more than 2%. The situation was much worse in Europe where the German and French equity markets both lost more than 25% of their value, the biggest quarterly decline since 2002. Asian stocks were also clobbered with the Chinese Hang Seng index plunging 21%. Nervousness over emerging markets prompted a 23% loss in the MSCI Emerging Markets Index. Bloomberg News called it the worst quarter for global equities in three years.

	<b>DOW</b>	<b>S&amp;P 500</b>	<b>NASDAQ</b>
<b>9/30/10</b>	10,788	1,141	2,369
<b>6/30/11</b>	12,414	1,321	2,774
<b>9/30/11</b>	10,913	1,131	2,415
<b>% Change for Q3-2011</b>	- 12.1%	- 14.3%	- 12.9%
<b>% Change for 12 Months</b>	+ 1.2%	- 0.9%	+ 2.0%

## **INTEREST RATES**

		<b>Fed Funds</b>	<b>3 mo T-bill</b>	<b>6 mo T-bill</b>	<b>2 yr T-note</b>	<b>5 yr T-note</b>	<b>10 yr T-note</b>
<b>Last</b>	6/30/11	0.00%	0.01%	0.10%	0.46%	1.76%	3.16%
<b>High</b>		0.00%	0.09%	0.16%	0.47%	1.78%	3.18%
<b>Low</b>		0.00%	-0.01%	0.01%	0.16%	0.78%	1.72%
<b>End</b>	9/30/11	0.00%	0.02%	0.05%	0.25%	0.95%	2.00%

### **PORTFOLIO ACTIVITY SINCE June 30<sup>th</sup>**

- A total of just \$7 million rolled off during the quarter. One agency note for \$2mm was called away prior to maturity. There were two maturities including one bank CD for \$2 million and one municipal commercial paper issue for \$3 million.
- The Town made two new purchases totaling \$4 million, including \$2mm in a 15-month bank CD and \$2mm in a callable agency note. The callable agency has a final maturity in September 2014 and is callable quarterly beginning in March 2012. The weighted average yield on the two purchases was 0.71%, nearly nine times higher than the 0.08% average yield of TexPool during the quarter.

### **SUMMARY / OUTLOOK**

If it's any comfort, the economic challenges faced by the U. S. are shared by the majority of the world's developed countries. An index of European factory activity showed the Euro-zone had hit its lowest level in more than two years, with manufacturing activity slowing in every one of the 17 member countries except Germany. A recent survey of purchasing managers in China showed that country's manufacturing sector has been contracting for three straight months. A purchasing managers' survey in India showed that India's service sector slid four points in September to 49.8, the first contraction in more than two years, while the Indian factory sector reached its lowest level in 30 months. Finally, the Brazilian manufacturing index fell to 46.0 in August, the third straight reading below 50 and the lowest level in 28 months. What all this really means is that the U.S. will have a hard time finding buyers for its exported goods, which by-the-way have grown more expensive with the strengthening dollar.

During the past quarter, politicians and the media have effectively tied the economy to the labor market. Without job gains, there can be no economic growth. This has been a given for years in economic circles, but the problem is now on center stage. This doesn't mean the solution is any more likely to emerge. The President's jobs bill announced nearly a month ago, was not expected to pass in October and is unlikely to be passed at all in the proposed form. House Majority Leader Eric Cantor said that the "American Jobs Act," won't get a vote in the House of Representatives and called Obama's all or nothing approach "unreasonable." Dallas Fed President Richard Fisher said he voted against easing at the September FOMC meeting because he thinks the Fed can't help create new jobs until businesses feel more certainty in the tax and regulatory environments. A common solution in past recessions was to increase government spending to take up the private sector slack. Through the years, this tool has been overused, and now the bill has come due.

Although the September Bloomberg survey of U.S. economists showed an average GDP forecast of 1.8% for the recently completed third quarter and a 2.2% growth rate for the fourth, the Economic Cycle Research Institute (ECRI) told its clients at the end of the quarter that the U.S. economy is tipping into recession ...and there's nothing that policy makers can do to stop it. Apparently, the ECRI is a credible predictor; according to the Economist, they've correctly forecasted the last three recessions without any false alarms in-between.

The Fed has told us that it intends to hold rates steady until mid-2013. This isn't a promise so much as an expectation, but it gives the markets a high degree of certainty, and few economists are bold enough in their predictions to forecast a rate hike before this target date. So, the question becomes how long will rates remain near zero? If Japan is any indication, it could be a long time. Japan adopted a zero interest rate policy in March 2001. They have remained there ever since.

### **PROJECTED STRATEGY FOR THE FOURTH QUARTER 2011:**

With yields on 3-month T-bills hovering around 0% and local government investment pools stuck between 0.05% and 0.10%, we must continue to minimize cash balances in order to invest funds in higher yielding instruments. While yields on many municipal commercial paper issuers have fallen below 20 bps, select issues can still be found in the 0.20% to 0.30% range and remain a good alternative for short-term funds. Banks in general have not been as aggressive with CD rates in recent months, but there are occasional opportunities in CD's with local institutions. Callable and step-up agency securities with final maturities out 18 to 36 months provide very attractive yields in the current environment and remain a key part of our core investment strategy.

**FirstSouthwest**

A PlainsCapital Company



## Investment Portfolio Summary

**Town of Addison**

*Addison!*

**For the Quarter Ended**

**September 30, 2011**



### Report Name

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Certification Page
Executive Summary
Benchmark Comparison
Detail of Security Holdings
Change in Value
Earned Income
Investment Transactions
Amortization and Accretion
Projected Fixed Income Cash Flows

#### **MARKET RECAP:**

Investors seem to be resigned to the notion that the recent string of weak economic data will persist. As a result, the data itself has become less important than other events. For much of August, and certainly most of September, the focus of the markets has centered on governments and central banks, and what monetary and fiscal actions they may or may not take. Markets have become very volatile, trading wildly on every new headline out of Europe or Washington, D.C. The risk of a Greek default is near the top of the list of worries, but more important is the resulting fallout. Most investors have accepted the idea that Greece will eventually default, or at least restructure their debt. What the Europeans are really trying to do is isolate that event so that it doesn't result in a chain reaction of bank failures, economic collapse, and defaults by larger nations. Their success or failure has huge implications for the rest of the world. If Europe slips back into recession, other advanced economies may follow.

In the U.S., the political divide has rendered fiscal policy completely inept. The partisan bickering and lack of progress on any initiative is weighing on confidence among both businesses and consumers, contributing to the economic malaise. The most important event of September was the Federal Reserve's decision to implement what is being called "Operation Twist." According to the Fed statement, "This program should put downward pressure on longer-term interest rates and help make broader financial conditions more accommodative." The basic idea is to lower long-term interest rates in an effort to promote economic growth. The Fed will extend the average maturity of its existing portfolio of securities by selling \$400 billion of Treasury securities with remaining maturities between 3 months and 3 years, and using the proceeds to buy Treasuries with maturities of 6 to 30 years. Yields on 10-year T-notes fell to 1.67% following the announcement, while 30-year Treasury bonds fell to 2.74%. The two-year T-note yield had reached a record low 0.143% just prior to the news, but the specter of large sales has since driven the yield higher to 0.25%.





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For the Quarter Ended  
September 30, 2011

This report is prepared for the **Town of Addison** (the "Entity") in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the Entity's investment officers and includes the disclosures required in the PFIA. To the extent possible, market prices have been obtained from independent pricing sources.

The investment portfolio complied with the PFIA and the Entity's approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the Entity and were made in full compliance with the PFIA and the approved Investment Policy.

**Officer Names and Titles:**

Maureen Jones Financial Svcs mgr.  
Matt Cook assistant to the City Manager

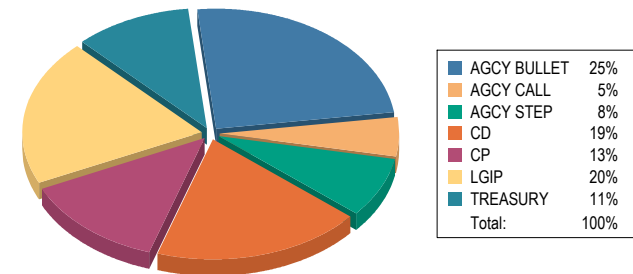
**Account Summary**

**Allocation by Security Type**

Beginning Values as of 06/30/11

Ending Values as of 09/30/11

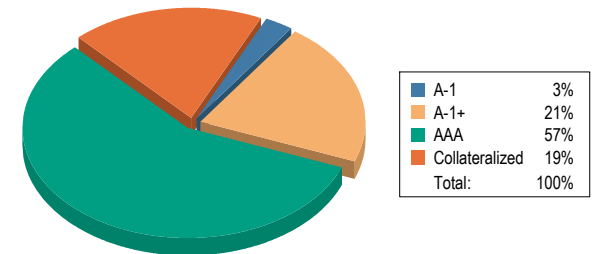
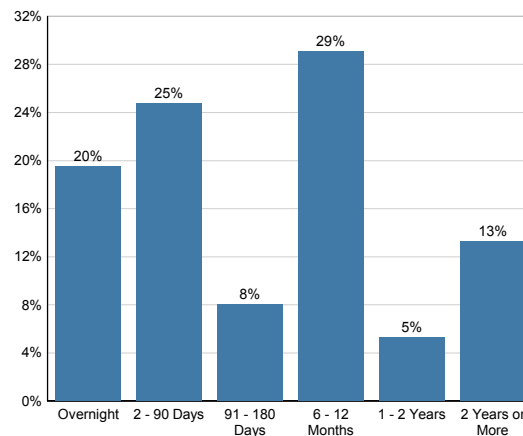
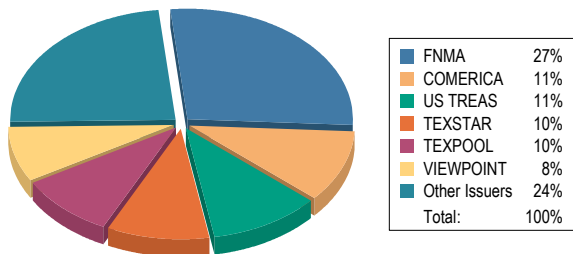
Par Value	44,452,294.93	37,600,644.71
Market Value	44,587,874.43	37,669,141.21
Book Value	44,568,726.29	37,670,096.47
Unrealized Gain / Loss	19,148.14	(955.26)
<b>Market Value %</b>	<b>100.31%</b>	<b>100.18%</b>
Weighted Avg. YTW	0.470%	0.452%
Weighted Avg. YTM	0.475%	0.458%



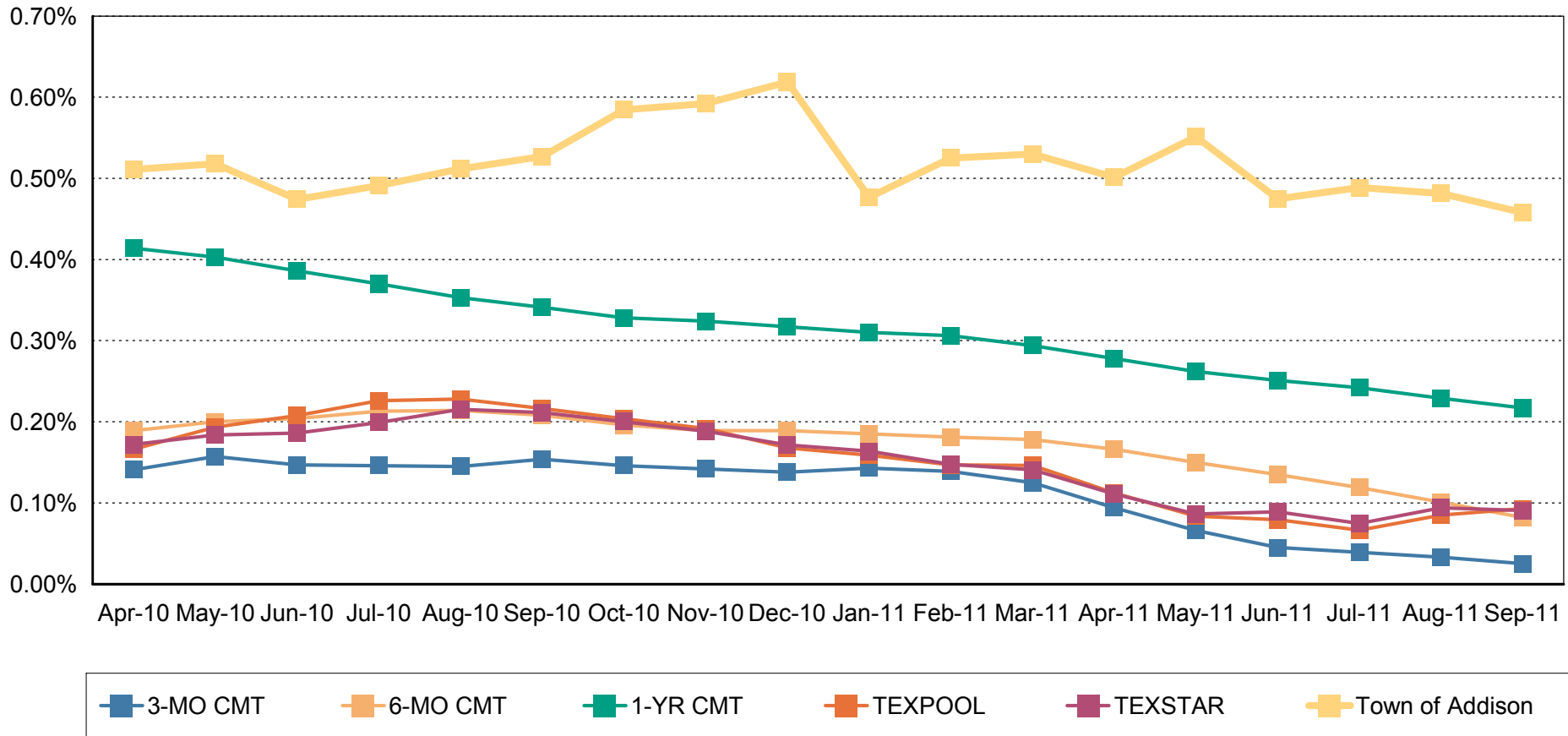
**Allocation by Issuer**

**Maturity Distribution %**

**Credit Quality**



**Weighted Average Days to Maturity: 227**



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

**Note 2:** Benchmark data for TexPool is the monthly average yield.

**Note 3:** Benchmark data for TexSTAR is the monthly average yield.



**Town of Addison**  
**Detail of Security Holdings**  
 As of 09/30/2011

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
<b>Pooled Funds</b>																	
TEXPOOL		LGIP	TexPool					3,597,315.65	100.000	3,597,315.65	3,597,315.65	100.000	3,597,315.65	1		0.093	0.093
TEXSTAR		LGIP	TexSTAR					3,755,152.90	100.000	3,755,152.90	3,755,152.90	100.000	3,755,152.90	1		0.091	0.091
CD-00261	09/21/10	CD-SHORT	ViewPoint Bk CD	0.850	10/07/11			3,026,233.74	100.000	3,026,233.74	3,026,233.74	100.000	3,026,233.74	7		0.838	0.838
31359MZ30	04/05/10	AGCY BULET	FNMA	5.000	10/15/11			2,300,000.00	106.308	2,445,084.00	2,303,709.05	100.160	2,303,680.00	15		0.836	0.836
88256BN23	04/26/11	CP - INT	TX Muni Pwr Ag	0.340	10/21/11			1,000,000.00	100.000	1,000,000.00	1,000,000.00	100.000	1,000,000.00	21		0.340	0.340
54811EDS1	08/02/11	CP - INT	LCRA Series A	0.250	10/27/11			2,000,000.00	100.000	2,000,000.00	2,000,000.00	100.000	2,000,000.00	27		0.250	0.250
3024A1YJ6	02/23/11	CP - DISC	FCAR Owner Trust		11/18/11			1,000,000.00	99.553	995,533.33	999,200.00	99.977	999,769.00	49		0.603	0.603
CD-8993-1	01/19/11	CD	Comerica Bk CD	0.550	01/19/12			2,036,942.42	100.000	2,036,942.42	2,036,942.42	100.000	2,036,942.42	111		0.550	0.550
89233GAW6	05/06/11	CP - DISC	Toyota Mtr Cr		01/30/12			1,000,000.00	99.768	997,683.61	998,958.06	99.861	998,611.00	122		0.311	0.311
912828MU1	02/10/11	TREAS NOTE	U.S. Treasury	1.000	03/31/12			2,000,000.00	100.680	2,013,593.75	2,005,966.12	100.440	2,008,800.00	183		0.399	0.399
3128X9D80	04/13/11	AGCY BULET	FHLMC	1.125	04/25/12			2,885,000.00	100.846	2,909,407.10	2,898,393.41	100.490	2,899,136.50	208		0.304	0.304
912828NE6	05/03/11	TREAS NOTE	U.S. Treasury	0.750	05/31/12			2,000,000.00	100.500	2,010,000.00	2,006,168.42	100.400	2,008,000.00	244		0.285	0.285
31398AYM8	06/27/11	AGCY BULET	FNMA	1.750	08/10/12			3,000,000.00	101.646	3,049,382.97	3,037,877.43	101.250	3,037,500.00	315		0.276	0.276
3133XYWB7	05/19/11	AGCY BULET	FHLB	0.875	08/22/12			1,000,000.00	100.680	1,006,800.00	1,004,821.74	100.530	1,005,300.00	327		0.333	0.333
CD-6693	09/08/11	CD	Comerica Bk CD	0.570	12/10/12			2,000,000.00	100.000	2,000,000.00	2,000,000.00	100.000	2,000,000.00	437		0.571	0.571
3136FPSE8	05/23/11	AGCY STEP	FNMA	0.650	10/21/13	10/21/11	ONE TIME	3,000,000.00	99.890	2,996,700.00	2,999,554.05	100.010	3,000,300.00	752	21	0.986	0.918
3135G0CZ4	09/12/11	AGCY CALL	FNMA	0.850	09/12/14	03/12/12	QRTLY	2,000,000.00	99.990	1,999,800.00	1,999,803.48	99.620	1,992,400.00	1,078	164	0.853	0.853
<b>Total for Pooled Funds</b>								<b>37,600,644.71</b>	<b>100.637</b>	<b>37,839,629.47</b>	<b>37,670,096.47</b>	<b>100.183</b>	<b>37,669,141.21</b>	<b>227</b>		<b>0.458</b>	<b>0.452</b>
<b>Total for Town of Addison</b>								<b>37,600,644.71</b>	<b>100.637</b>	<b>37,839,629.47</b>	<b>37,670,096.47</b>	<b>100.183</b>	<b>37,669,141.21</b>	<b>227</b>		<b>0.458</b>	<b>0.452</b>



**Town of Addison**  
**Change in Value**  
*From 06/30/2011 to 09/30/2011*

CUSIP	Security Type	Security Description	06/30/11 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain(Loss)	09/30/11 Book Value	06/30/11 Market Value	09/30/11 Market Value	Change in Mkt Value
<b>Pooled Funds</b>											
TEXPOOL	LGIP	TexPool	3,396,711.69	1,200,266.50	(999,662.54)	0.00	0.00	3,597,315.65	3,396,711.69	3,597,315.65	200,603.96
TEXSTAR	LGIP	TexSTAR	3,354,504.97	1,300,449.66	(899,801.73)	0.00	0.00	3,755,152.90	3,354,504.97	3,755,152.90	400,647.93
54811EDP7	CP - INT	LCRA Series A 0.340 08/02/11	2,000,000.00	0.00	(2,000,000.00)	0.00	0.00	0.00	2,000,000.00	0.00	(2,000,000.00)
88237KVB8	CP - DISC	TX Dept of Eco Dev 0.000 08/11/11	3,998,587.76	0.00	(4,000,000.00)	1,412.24	0.00	0.00	3,999,068.00	0.00	(3,999,068.00)
31398ATL6	AGCY BULET	FNMA 3.625 08/15/11	1,906,743.84	0.00	(1,900,000.00)	(6,743.84)	0.00	0.00	1,908,170.00	0.00	(1,908,170.00)
41419AVX1	CP - INT	Harris Cty, TX 0.290 08/17/11	1,550,000.00	0.00	(1,550,000.00)	0.00	0.00	0.00	1,550,000.00	0.00	(1,550,000.00)
CD-0181	CD	ViewPoint Bk CD 0.750 09/07/11	2,012,197.68	2,564.30	(2,014,761.98)	0.00	0.00	0.00	2,012,197.68	0.00	(2,012,197.68)
88237KWC5	CP - DISC	TX Dept of Eco Dev 0.000 09/12/11	0.00	2,999,466.67	(3,000,000.00)	533.33	0.00	0.00	0.00	0.00	0.00
CD-00261	CD-SHORT	ViewPoint Bk CD 0.850 10/07/11	3,019,759.38	6,474.36	0.00	0.00	0.00	3,026,233.74	3,019,759.38	3,026,233.74	6,474.36
31359MZ30	AGCY BULET	FNMA 5.000 10/15/11	2,327,552.94	0.00	0.00	(23,843.89)	0.00	2,303,709.05	2,332,660.00	2,303,680.00	(28,980.00)
88256BN23	CP - INT	TX Muni Pwr Ag 0.340 10/21/11	1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00
54811EDS1	CP - INT	LCRA Series A 0.250 10/27/11	0.00	2,000,000.00	0.00	0.00	0.00	2,000,000.00	0.00	2,000,000.00	2,000,000.00
3024A1YJ6	CP - DISC	FCAR Owner Trust 0.000 11/18/11	997,666.67	0.00	0.00	1,533.33	0.00	999,200.00	998,551.00	999,769.00	1,218.00
CD-8993-1	CD	Comerica Bk CD 0.550 01/19/12	2,034,121.21	2,821.21	0.00	0.00	0.00	2,036,942.42	2,034,121.21	2,036,942.42	2,821.21
89233GAW6	CP - DISC	Toyota Mtr Cr 0.000 01/30/12	998,165.83	0.00	0.00	792.23	0.00	998,958.06	997,801.00	998,611.00	810.00
912828MU1	TREAS NOTE	U.S. Treasury 1.000 03/31/12	2,008,976.04	0.00	0.00	(3,009.92)	0.00	2,005,966.12	2,012,200.00	2,008,800.00	(3,400.00)
3128X9D80	AGCY BULET	FHLMC 1.125 04/25/12	2,904,294.36	0.00	0.00	(5,900.95)	0.00	2,898,393.41	2,904,329.50	2,899,136.50	(5,193.00)
912828NE6	TREAS NOTE	U.S. Treasury 0.750 05/31/12	2,008,501.30	0.00	0.00	(2,332.88)	0.00	2,006,168.42	2,009,600.00	2,008,000.00	(1,600.00)
31398AYM8	AGCY BULET	FNMA 1.750 08/10/12	3,048,893.76	0.00	0.00	(11,016.33)	0.00	3,037,877.43	3,046,500.00	3,037,500.00	(9,000.00)
3133XYWB7	AGCY BULET	FHLB 0.875 08/22/12	1,006,170.91	0.00	0.00	(1,349.17)	0.00	1,004,821.74	1,005,900.00	1,005,300.00	(600.00)
CD-6693	CD	Comerica Bk CD 0.570 12/10/12	0.00	2,000,000.00	0.00	0.00	0.00	2,000,000.00	0.00	2,000,000.00	2,000,000.00
31331KCV0	AGCY CALL	FFCB 1.020 03/01/13	1,998,330.66	0.00	(2,000,000.00)	1,669.34	0.00	0.00	2,002,800.00	0.00	(2,002,800.00)
3136FPSE8	AGCY STEP	FNMA 0.650 10/21/13	2,997,547.29	0.00	0.00	2,006.76	0.00	2,999,554.05	3,003,000.00	3,000,300.00	(2,700.00)
3135G0CZ4	AGCY CALL	FNMA 0.850 09/12/14	0.00	1,999,800.00	0.00	3.48	0.00	1,999,803.48	0.00	1,992,400.00	1,992,400.00
<b>Total for Pooled Funds</b>			<b>44,568,726.29</b>	<b>11,511,842.70</b>	<b>(18,364,226.25)</b>	<b>(46,246.27)</b>	<b>0.00</b>	<b>37,670,096.47</b>	<b>44,587,874.43</b>	<b>37,669,141.21</b>	<b>(6,918,733.22)</b>
<b>Total for Town of Addison</b>			<b>44,568,726.29</b>	<b>11,511,842.70</b>	<b>(18,364,226.25)</b>	<b>(46,246.27)</b>	<b>0.00</b>	<b>37,670,096.47</b>	<b>44,587,874.43</b>	<b>37,669,141.21</b>	<b>(6,918,733.22)</b>



**Town of Addison**  
**Earned Income**  
 From 06/30/2011 to 09/30/2011

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
<b>Pooled Funds</b>									
TEXPOOL	LGIP	TexPool	0.00	603.96	603.96	0.00	0.00	0.00	603.96
TEXSTAR	LGIP	TexSTAR	0.00	647.93	647.93	0.00	0.00	0.00	647.93
54811EDP7	CP - INT	LCRA Series A 0.340 08/02/11	2,235.62	596.16	2,831.78	0.00	0.00	0.00	596.16
88237KVB8	CP - DISC	TX Dept of Eco Dev 0.000 08/11/11	0.00	0.00	0.00	0.00	0.00	1,412.24	1,412.24
31398ATL6	AGCY BULET	FNMA 3.625 08/15/11	26,019.44	8,418.06	34,437.50	0.00	0.00	(6,743.84)	1,674.22
41419AVX1	CP - INT	Harris Cty, TX 0.290 08/17/11	874.37	578.81	1,453.18	0.00	0.00	0.00	578.81
CD-0181	CD	ViewPoint Bk CD 0.750 09/07/11	41.35	2,812.74	2,854.09	0.00	0.00	0.00	2,812.74
88237KWC5	CP - DISC	TX Dept of Eco Dev 0.000 09/12/11	0.00	0.00	0.00	0.00	0.00	533.33	533.33
CD-00261	CD-SHORT	ViewPoint Bk CD 0.850 10/07/11	70.32	6,474.51	6,474.36	0.00	70.47	0.00	6,474.51
31359MZ30	AGCY BULET	FNMA 5.000 10/15/11	24,277.78	28,750.00	0.00	0.00	53,027.78	(23,843.89)	4,906.11
88256BN23	CP - INT	TX Muni Pwr Ag 0.340 10/21/11	614.79	856.99	0.00	0.00	1,471.78	0.00	856.99
54811EDS1	CP - INT	LCRA Series A 0.250 10/27/11	0.00	821.92	0.00	0.00	821.92	0.00	821.92
3024A1YJ6	CP - DISC	FCAR Owner Trust 0.000 11/18/11	0.00	0.00	0.00	0.00	0.00	1,533.33	1,533.33
CD-8993-1	CD	Comerica Bk CD 0.550 01/19/12	367.81	2,821.72	2,821.21	0.00	368.32	0.00	2,821.72
89233GAW6	CP - DISC	Toyota Mtr Cr 0.000 01/30/12	0.00	0.00	0.00	0.00	0.00	792.23	792.23
912828MU1	TREAS NOTE	U.S. Treasury 1.000 03/31/12	5,027.32	5,027.32	10,000.00	0.00	54.64	(3,009.92)	2,017.40
3128X9D80	AGCY BULET	FHLMC 1.125 04/25/12	5,950.31	8,114.07	0.00	0.00	14,064.38	(5,900.95)	2,213.12
912828NE6	TREAS NOTE	U.S. Treasury 0.750 05/31/12	1,270.49	3,770.49	0.00	0.00	5,040.98	(2,332.88)	1,437.61
31398AYM8	AGCY BULET	FNMA 1.750 08/10/12	20,562.50	13,125.00	26,250.00	0.00	7,437.50	(11,016.33)	2,108.67
3133XYWB7	AGCY BULET	FHLB 0.875 08/22/12	3,135.42	2,187.50	4,375.00	0.00	947.92	(1,349.17)	838.33
CD-6693	CD	Comerica Bk CD 0.570 12/10/12	0.00	655.89	0.00	0.00	655.89	0.00	655.89
31331KCV0	AGCY CALL	FFCB 1.020 03/01/13	6,800.00	3,400.00	10,200.00	0.00	0.00	1,669.34	5,069.34
3136FPSE8	AGCY STEP	FNMA 0.650 10/21/13	3,791.67	4,875.00	0.00	0.00	8,666.67	2,006.76	6,881.76
3135GOCZ4	AGCY CALL	FNMA 0.850 09/12/14	0.00	897.22	0.00	0.00	897.22	3.48	900.70
<b>Total for Pooled Funds</b>			<b>101,039.19</b>	<b>95,435.29</b>	<b>102,949.01</b>	<b>0.00</b>	<b>93,525.47</b>	<b>(46,246.27)</b>	<b>49,189.02</b>
<b>Total for Town of Addison</b>			<b>101,039.19</b>	<b>95,435.29</b>	<b>102,949.01</b>	<b>0.00</b>	<b>93,525.47</b>	<b>(46,246.27)</b>	<b>49,189.02</b>



**Town of Addison**  
**Investment Transactions**  
 From 07/01/2011 to 09/30/2011

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
<b>Pooled Funds</b>															
<b>Calls</b>															
09/01/11	09/01/11	31331KCV0	AGCY CALL	FFCB	1.020	03/01/13	09/01/11	2,000,000.00	100.000	2,000,000.00	0.00	2,000,000.00		1.071	1.020
<b>Total for: Calls</b>								<b>2,000,000.00</b>		<b>2,000,000.00</b>	<b>0.00</b>	<b>2,000,000.00</b>		<b>1.071</b>	<b>1.020</b>
<b>Maturities</b>															
08/02/11	08/02/11	54811EDP7	CP - INT	LCRA Series A	0.340	08/02/11		2,000,000.00	100.000	2,000,000.00	2,831.78	2,002,831.78		0.340	
08/11/11	08/11/11	88237KVB8	CP - DISC	TX Dept of Eco Dev		08/11/11		4,000,000.00	100.000	4,000,000.00	0.00	4,000,000.00		0.310	
08/15/11	08/15/11	31398ATL6	AGCY BULET	FNMA	3.625	08/15/11		1,900,000.00	100.000	1,900,000.00	0.00	1,900,000.00		0.711	
08/17/11	08/17/11	41419AVX1	CP - INT	Harris Cty, TX	0.290	08/17/11		1,550,000.00	100.000	1,550,000.00	1,453.18	1,551,453.18		0.290	
09/07/11	09/07/11	CD-0181	CD	ViewPoint Bk CD	0.750	09/07/11		2,014,761.98	100.000	2,014,761.98	0.00	2,014,761.98		0.740	
09/12/11	09/12/11	88237KWC5	CP - DISC	TX Dept of Eco Dev		09/12/11		3,000,000.00	100.000	3,000,000.00	0.00	3,000,000.00		0.200	
<b>Total for: Maturities</b>								<b>14,464,761.98</b>		<b>14,464,761.98</b>	<b>4,284.96</b>	<b>14,469,046.94</b>		<b>0.402</b>	
<b>Purchases</b>															
08/02/11	08/02/11	54811EDS1	CP - INT	LCRA Series A	0.250	10/27/11		2,000,000.00	100.000	2,000,000.00	0.00	2,000,000.00		0.250	0.250
08/11/11	08/11/11	88237KWC5	CP - DISC	TX Dept of Eco Dev		09/12/11		3,000,000.00	99.982	2,999,466.67	0.00	2,999,466.67		0.200	0.200
08/31/11	09/12/11	3135GOCZ4	AGCY CALL	FNMA	0.850	09/12/14	03/12/12	2,000,000.00	99.990	1,999,800.00	0.00	1,999,800.00		0.853	0.853
09/08/11	09/08/11	CD-6693	CD	Comerica Bk CD	0.570	12/10/12		2,000,000.00	100.000	2,000,000.00	0.00	2,000,000.00		0.571	0.571
<b>Total for: Purchases</b>								<b>9,000,000.00</b>		<b>8,999,266.67</b>	<b>0.00</b>	<b>8,999,266.67</b>		<b>0.439</b>	<b>0.439</b>
<b>Income Payments</b>															
07/19/11	07/19/11	CD-8993-1	CD	Comerica Bk CD	0.550	01/19/12				0.00	919.54	919.54			
07/31/11	07/31/11	CD-00261	CD-SHORT	ViewPoint Bk CD	0.850	10/07/11				0.00	2,180.02	2,180.02			
07/31/11	07/31/11	CD-0181	CD	ViewPoint Bk CD	0.750	09/07/11				0.00	1,281.74	1,281.74			
08/10/11	08/10/11	31398AYM8	AGCY BULET	FNMA	1.750	08/10/12				0.00	26,250.00	26,250.00			
08/15/11	08/15/11	31398ATL6	AGCY BULET	FNMA	3.625	08/15/11				0.00	34,437.50	34,437.50			
08/19/11	08/19/11	CD-8993-1	CD	Comerica Bk CD	0.550	01/19/12				0.00	950.61	950.61			
08/22/11	08/22/11	3133XYWB7	AGCY BULET	FHLB	0.875	08/22/12				0.00	4,375.00	4,375.00			
08/31/11	08/31/11	CD-00261	CD-SHORT	ViewPoint Bk CD	0.850	10/07/11				0.00	2,181.59	2,181.59			
08/31/11	08/31/11	CD-0181	CD	ViewPoint Bk CD	0.750	09/07/11				0.00	1,282.56	1,282.56			



**Town of Addison**  
**Investment Transactions**  
 From 07/01/2011 to 09/30/2011

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
<b>Pooled Funds</b>															
<b>Income Payments</b>															
09/01/11	09/01/11	31331KCV0	AGCY CALL	FFCB	1.020	03/01/13				0.00	10,200.00	10,200.00			
09/07/11	09/07/11	CD-0181	CD	ViewPoint Bk CD	0.750	09/07/11				0.00	289.79	289.79			
09/19/11	09/19/11	CD-8993-1	CD	Comerica Bk CD	0.550	01/19/12				0.00	951.06	951.06			
09/30/11	09/30/11	912828MU1	TREAS NOTE	U.S. Treasury	1.000	03/31/12				0.00	10,000.00	10,000.00			
09/30/11	09/30/11	CD-00261	CD-SHORT	ViewPoint Bk CD	0.850	10/07/11				0.00	2,112.75	2,112.75			
<b>Total for: Income Payments</b>										<b>0.00</b>	<b>97,412.16</b>	<b>97,412.16</b>			
<b>Capitalized Interest</b>															
07/19/11	07/19/11	CD-8993-1	CD	Comerica Bk CD	0.550	01/19/12		919.54	100.000	919.54	0.00	919.54			
07/31/11	07/31/11	CD-00261	CD-SHORT	ViewPoint Bk CD	0.850	10/07/11		2,180.02	100.000	2,180.02	0.00	2,180.02			
07/31/11	07/31/11	CD-0181	CD	ViewPoint Bk CD	0.750	09/07/11		1,281.74	100.000	1,281.74	0.00	1,281.74			
08/19/11	08/19/11	CD-8993-1	CD	Comerica Bk CD	0.550	01/19/12		950.61	100.000	950.61	0.00	950.61			
08/31/11	08/31/11	CD-00261	CD-SHORT	ViewPoint Bk CD	0.850	10/07/11		2,181.59	100.000	2,181.59	0.00	2,181.59			
08/31/11	08/31/11	CD-0181	CD	ViewPoint Bk CD	0.750	09/07/11		1,282.56	100.000	1,282.56	0.00	1,282.56			
09/19/11	09/19/11	CD-8993-1	CD	Comerica Bk CD	0.550	01/19/12		951.06	100.000	951.06	0.00	951.06			
09/30/11	09/30/11	CD-00261	CD-SHORT	ViewPoint Bk CD	0.850	10/07/11		2,112.75	100.000	2,112.75	0.00	2,112.75			
<b>Total for: Capitalized Interest</b>								<b>11,859.87</b>	<b>11,859.87</b>	<b>0.00</b>	<b>11,859.87</b>				





**Town of Addison**  
**Investment Transactions**  
 From 07/01/2011 to 09/30/2011

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
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**Total for All Portfolios**

Transaction Type	Quantity	Total Amount	Realized G/L	YTM	YTW
Total Calls	2,000,000.00	2,000,000.00		1.071	1.020
Total Maturities	14,464,761.98	14,469,046.94		0.402	
Total Purchases	9,000,000.00	8,999,266.67		0.439	0.439
Total Income Payments	0.00	97,412.16			
Total Capitalized Interest	11,859.87	11,859.87			



**Town of Addison**  
**Amortization and Accretion**  
 From 06/30/2011 to 09/30/2011

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
<b>Pooled Funds</b>											
54811EDP7	03/03/11	CP - INT	LCRA Series A 0.340 08/02/11		0.00	100.000	0.00	0.00	0.00	0.00	0.00
88237KVB8	03/18/11	CP - DISC	TX Dept of Eco Dev 0.000 08/11/11		0.00	99.874	0.00	1,412.24	0.00	0.00	0.00
31398ATL6	04/09/10	AGCY BULET	FNMA 3.625 08/15/11		0.00	103.908	0.00	(6,743.84)	0.00	0.00	0.00
41419AVX1	04/21/11	CP - INT	Harris Cty, TX 0.290 08/17/11		0.00	100.000	0.00	0.00	0.00	0.00	0.00
CD-0181	09/07/10	CD	ViewPoint Bk CD 0.750 09/07/11		0.00	100.000	0.00	0.00	0.00	0.00	0.00
88237KWC5	08/11/11	CP - DISC	TX Dept of Eco Dev 0.000 09/12/11		0.00	99.982	0.00	533.33	0.00	0.00	0.00
CD-00261	09/21/10	CD-SHORT	ViewPoint Bk CD 0.850 10/07/11		3,026,233.74	100.000	3,026,233.74	0.00	0.00	0.00	3,026,233.74
31359MZ30	04/05/10	AGCY BULET	FNMA 5.000 10/15/11		2,300,000.00	106.308	2,445,084.00	(23,843.89)	(141,374.95)	(3,709.05)	2,303,709.05
88256BN23	04/26/11	CP - INT	TX Muni Pwr Ag 0.340 10/21/11		1,000,000.00	100.000	1,000,000.00	0.00	0.00	0.00	1,000,000.00
54811EDS1	08/02/11	CP - INT	LCRA Series A 0.250 10/27/11		2,000,000.00	100.000	2,000,000.00	0.00	0.00	0.00	2,000,000.00
3024A1YJ6	02/23/11	CP - DISC	FCAR Owner Trust 0.000 11/18/11		1,000,000.00	99.553	995,533.33	1,533.33	3,666.67	800.00	999,200.00
CD-8993-1	01/19/11	CD	Comerica Bk CD 0.550 01/19/12		2,036,942.42	100.000	2,036,942.42	0.00	0.00	0.00	2,036,942.42
89233GAW6	05/06/11	CP - DISC	Toyota Mtr Cr 0.000 01/30/12		1,000,000.00	99.768	997,683.61	792.23	1,274.45	1,041.94	998,958.06
912828MU1	02/10/11	TREAS NOTE	U.S. Treasury 1.000 03/31/12		2,000,000.00	100.680	2,013,593.75	(3,009.92)	(7,627.63)	(5,966.12)	2,005,966.12
3128X9D80	04/13/11	AGCY BULET	FHLMC 1.125 04/25/12		2,885,000.00	100.846	2,909,407.10	(5,900.95)	(11,013.69)	(13,393.41)	2,898,393.41
912828NE6	05/03/11	TREAS NOTE	U.S. Treasury 0.750 05/31/12		2,000,000.00	100.500	2,010,000.00	(2,332.88)	(3,831.58)	(6,168.42)	2,006,168.42
31398AYM8	06/27/11	AGCY BULET	FNMA 1.750 08/10/12		3,000,000.00	101.646	3,049,382.97	(11,016.33)	(11,505.54)	(37,877.43)	3,037,877.43
3133XYWB7	05/19/11	AGCY BULET	FHLB 0.875 08/22/12		1,000,000.00	100.680	1,006,800.00	(1,349.17)	(1,978.26)	(4,821.74)	1,004,821.74
CD-6693	09/08/11	CD	Comerica Bk CD 0.570 12/10/12		2,000,000.00	100.000	2,000,000.00	0.00	0.00	0.00	2,000,000.00
31331KCV0	03/01/11	AGCY CALL	FFCB 1.020 03/01/13		0.00	99.900	0.00	1,669.34	0.00	0.00	0.00
3136FPSE8	05/23/11	AGCY STEP	FNMA 0.650 10/21/13	10/21/11	3,000,000.00	99.890	2,996,700.00	2,006.76	2,854.05	445.95	2,999,554.05
3135G0CZ4	09/12/11	AGCY CALL	FNMA 0.850 09/12/14	03/12/12	2,000,000.00	99.990	1,999,800.00	3.48	3.48	196.52	1,999,803.48
<b>Total for Pooled Funds</b>					<b>30,248,176.16</b>		<b>30,487,160.92</b>	<b>(46,246.27)</b>	<b>(169,533.00)</b>	<b>(69,451.76)</b>	<b>30,317,627.92</b>
<b>Total for Town of Addison</b>					<b>30,248,176.16</b>		<b>30,487,160.92</b>	<b>(46,246.27)</b>	<b>(169,533.00)</b>	<b>(69,451.76)</b>	<b>30,317,627.92</b>



**Town of Addison**  
**Projected Cash Flows**  
*Cash Flows for next 180 days from 09/30/2011*

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
<b>Pooled Funds</b>						
CD-00261	CD-SHORT	ViewPoint Bk CD 0.850 10/07/11	10/07/11	493.31	3,026,233.74	3,026,727.05
CD-6693	CD	Comerica Bk CD 0.570 12/10/12	10/10/11	936.98	0.00	936.98
31359MZ30	AGCY BULET	FNMA 5.000 10/15/11	10/15/11	57,500.00	2,300,000.00	2,357,500.00
CD-8993-1	CD	Comerica Bk CD 0.550 01/19/12	10/19/11	920.80	0.00	920.80
3136FPSE8	AGCY STEP	FNMA 0.650 10/21/13	10/21/11	9,750.00	3,000,000.00	3,009,750.00
88256BN23	CP - INT	TX Muni Pwr Ag 0.340 10/21/11	10/21/11	1,658.08	1,000,000.00	1,001,658.08
3128X9D80	AGCY BULET	FHLMC 1.125 04/25/12	10/25/11	16,228.12	0.00	16,228.12
54811EDS1	CP - INT	LCRA Series A 0.250 10/27/11	10/27/11	1,178.08	2,000,000.00	2,001,178.08
CD-6693	CD	Comerica Bk CD 0.570 12/10/12	11/10/11	968.21	0.00	968.21
3024A1YJ6	CP - DISC	FCAR Owner Trust 0.000 11/18/11	11/18/11	0.00	1,000,000.00	1,000,000.00
CD-8993-1	CD	Comerica Bk CD 0.550 01/19/12	11/19/11	951.50	0.00	951.50
912828NE6	TREAS NOTE	U.S. Treasury 0.750 05/31/12	11/30/11	7,500.00	0.00	7,500.00
CD-6693	CD	Comerica Bk CD 0.570 12/10/12	12/10/11	936.98	0.00	936.98
CD-8993-1	CD	Comerica Bk CD 0.550 01/19/12	12/19/11	920.80	0.00	920.80
CD-6693	CD	Comerica Bk CD 0.570 12/10/12	01/10/12	968.21	0.00	968.21
CD-8993-1	CD	Comerica Bk CD 0.550 01/19/12	01/19/12	951.50	2,036,942.42	2,037,893.92
89233GAW6	CP - DISC	Toyota Mtr Cr 0.000 01/30/12	01/30/12	0.00	1,000,000.00	1,000,000.00
31398AYM8	AGCY BULET	FNMA 1.750 08/10/12	02/10/12	26,250.00	0.00	26,250.00
CD-6693	CD	Comerica Bk CD 0.570 12/10/12	02/10/12	968.21	0.00	968.21
3133XYWB7	AGCY BULET	FHLB 0.875 08/22/12	02/22/12	4,375.00	0.00	4,375.00
CD-6693	CD	Comerica Bk CD 0.570 12/10/12	03/10/12	905.75	0.00	905.75
3135G0CZ4	AGCY CALL	FNMA 0.850 09/12/14	03/12/12	8,500.00	2,000,000.00	2,008,500.00
<b>Total for Pooled Funds</b>				<b>142,861.53</b>	<b>17,363,176.16</b>	<b>17,506,037.69</b>



**Town of Addison**  
**Projected Cash Flows**  
*Cash Flows for next 180 days from 09/30/2011*

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
<b>Total for All Portfolios</b>						
			October 2011	88,665.37	11,326,233.74	11,414,899.11
			November 2011	9,419.71	1,000,000.00	1,009,419.71
			December 2011	1,857.78	0.00	1,857.78
			January 2012	1,919.71	3,036,942.42	3,038,862.13
			February 2012	31,593.21	0.00	31,593.21
			March 2012	9,405.75	2,000,000.00	2,009,405.75
<b>Total Projected Cash Flows for Town of Addison</b>				<b>142,861.53</b>	<b>17,363,176.16</b>	<b>17,506,037.69</b>

## **Council Agenda Item: #ES0**

### **AGENDA CAPTION:**

Closed (Executive) session of the Addison City Council pursuant to Section 551.087, Texas Government Code, to discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or to deliberate the offer of a financial or other incentive to such business prospect or business prospects.

### **FINANCIAL IMPACT:**

TBD

### **BACKGROUND:**

N/A

### **RECOMMENDATION:**

N/A

### **COUNCIL GOALS:**

Provide For A Diversified Business Climate

### **ATTACHMENTS:**

Description:

Type:

No Attachments Available

## Council Agenda Item: #R0

**AGENDA CAPTION:**

Consideration of any action regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or any action regarding the offer of a financial or other incentive to such business prospect or business prospects.

**FINANCIAL IMPACT:**

TBD

**BACKGROUND:**

N/A

**RECOMMENDATION:**

N/A

**COUNCIL GOALS:**

Provide For A Diversified Business Climate

**ATTACHMENTS:**

Description:

Type:

No Attachments Available