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

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

AND / OR

WORK SESSION OF THE CITY COUNCIL

5:30 PM

August 26, 2014

ADDISON TOWN HALL

5300 BELT LINE RD., DALLAS, TX 75254
5:30PM WORK SESSION
7:30PM REGULAR MEETING

WORK SESSION

WS1 Presentation, review and discussion of and regarding the proposed annual budget for the Town for Fiscal Year 2014-2015 (beginning October 1, 2014 and ending September 30, 2015), including but not limited to the Utility Fund, Stormwater Fund, Airport Fund, Hotel Fund, Economic Development Fund, Infrastructure Fund, and the General Fund, and including a discussion regarding the tax rate and fund balance, employee compensation, Airport instrument landing system, utility rates, Council projects, and the Addison Magazine.

REGULAR MEETING

Pledge of Allegiance

R1 Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

R2 Consent Agenda.

R2a Approval of the Minutes for the August 12, 2014 City Council Meeting and Work Session.

RECOMMENDATION:

Administration recommends approval.

Attachments

08-12-2014 Minutes

R2b Approval of a contract for construction services with C. GreenScaping, LP in the amount of $228,836.56 for the implementation of the Pedestrian Connectivity Project - Redding Trail Expansion (Proposition 6 of the 2012 Bond Election).

RECOMMENDATION:

Administration recommends approval.

Attachments

Pedestrian Connectivity Project Map

14-19 Addison Redding Trail Bid Tab

Proposition 6 Budget

R2c Approval to enter into a license agreement with Oncor Electric Delivery Company, LLC for the Redding Trail Expansion.

RECOMMENDATION:

Administration recommends approval.

Attachments

License Agreement for Redding Trail Expansion

Pedestrian Connectivity Project Map

R2d Approval of a license or encroachment agreement to allow the owner of the property located within the Town at 5064 Addison Circle to use a portion of the public sidewalk and right-of-way adjacent to the property to install a grease trap for a restaurant, subject to final review and approval of the City Manager and the City Attorney.

RECOMMENDATION:

Administration recommends approval.

Regular Items

R3 Discussion, consider and take action regarding municipal court prosecutor.

Attachments

Memo- Municipal Court Prosecutor

R4 **PUBLIC HEARING.** Public hearing regarding the Town of Addison's proposed tax rate increase for the Fiscal Year commencing October 1, 2014 and ending September 30, 2015.

R5 **PUBLIC HEARING**. Public hearing regarding the Town of Addison's Annual Budget for the Fiscal Year commencing October 1, 2014 and ending September 30, 2015.

R6 Presentation and discussion regarding contracts for services with non-profits and their annual funding requests for Fiscal Year 2014-2015.

Attachments

Summary of Non-profit Requests

R7 Discussion and take action regarding appointment of a member to the Planning and Zoning Commission.

R8 Discussion and take action regarding the resignation of Tom Hunse as a member of the Planning and Zoning Commission.

R9 Discussion, consider and take action regarding an Ordinance terminating the declaration of disaster for the Town issued by the Mayor on August 16, 2012 regarding the West Nile Virus.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance- Termination of Disaster Declaration

R10 Discussion and update on the Police Department's use of video/audio equipment to record contacts with the public.

Adjourn Meeting

Posted:
Matthew McCombs, August 22, 2014, 5:00pm

THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS WITH DISABILITIES. PLEASE CALL (972) 450-7090 AT LEAST 48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.

Combined Meeting **WS1**

Meeting Date: 08/26/2014

Council Goals: N/A

AGENDA CAPTION:

Presentation, review and discussion of and regarding the proposed annual budget for the Town for Fiscal Year 2014-2015 (beginning October 1, 2014 and ending September 30, 2015), including but not limited to the Utility Fund, Stormwater Fund, Airport Fund, Hotel Fund, Economic Development Fund, Infrastructure Fund, and the General Fund, and including a discussion regarding the tax rate and fund balance, employee compensation, Airport instrument landing system, utility rates, Council projects, and the Addison Magazine.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

Combined Meeting **R2a**

Meeting Date: 08/26/2014

Council Goals: N/A

AGENDA CAPTION:

Approval of the Minutes for the August 12, 2014 City Council Meeting and Work Session.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

Administration recommends approval.

Attachments

08-12-2014 Minutes

D R A F T

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL
WORK SESSION

August 12, 2014
6:00 PM
Addison Town Hall, 5300 Belt Line Rd., Dallas, TX 75254
6:00 PM Work Session I 7:30 PM Regular Meeting

Present: Arfsten; Carpenter; Clemens; DeFrancisco; Heape; Meier; Moore

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL
REGULAR MEETING

August 12, 2014
6:00 PM
Addison Town Hall, 5300 Belt Line Rd., Dallas, TX 75254
6:00 PM Work Session I 7:00 PM Regular Agenda
Posted by: Matthew McCombs, August 8, 2014, 5:00pm

WORK SESSION

WS1 Discussion and update regarding Bond Proposition 5 (Communications equipment and wireless network infrastructure) and presentation of a financial transparency and business intelligence application.

WS2 Presentation and discussion of Fork and Cork 2014.

WS3 Discussion regarding the use of "Town of Addison" on the new Addison website.

WS4 Presentation and discussion regarding the George H. W. Bush Elementary School Graphics and Displays project.

REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

Consent Agenda.

R2a Approval of the Minutes for the July 8, 2014 City Council Meeting and Work Session.

RECOMMENDATION:
Administration recommends approval.

Motion made by Clemens to approve, as submitted,
Seconded by DeFrancisco

Voting AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape, Meier, Moore

Passed

R2b Approval of a Resolution removing certain persons from, and appointing certain persons to, the Board of Directors of the North Dallas County Water Supply Corporation.

RECOMMENDATION:
Administration recommends approval.

Motion made by Clemens to approve, as submitted,
Seconded by DeFrancisco

Voting AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape, Meier, Moore

Passed

Regular Items

R3 **PUBLIC HEARING**. Public hearing regarding the Town of Addison's Annual Budget and proposed tax rate for the Fiscal Year ending September 30, 2015.

The following individuals spoke at the public hearing.

Morris Norwood, 14593 Longfellow
John Caris, 3883 Weller Run

There was no action taken.

R4 Presentation, discussion and take action regarding a resolution establishing a vote of record that proposes a property tax rate for the Town's fiscal year beginning October 1, 2014 and ending September 30, 2015, and designating dates for the holding of public hearings regarding, and a proposed date for the adoption of, the property tax rate for the said 2014/2015 fiscal year, and scheduling a date for a public hearing on the proposed budget for the said 2013/2014 fiscal year.

RECOMMENDATION:
Because the City Manager's Proposed Budget provides for a tax rate exceeding the net effective rate, it is recommended that Council establishes a rate through the attached resolution.

Eric Cannon, Chief Financial Officer, spoke regarding this item.

The record reflects that every Council Member voted for the proposed resolution.

Motion made by Clemens to approve, the resolution establishing a vote of record for a proposed tax rate of $0.578359 and also the dates for public hearings on the budget which are August 26, 2014 at 7:30 pm and September 2, 2014 at 7:30 pm in Addison Town Hall's Council Chambers,
Seconded by Arfsten

Voting AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape, Meier, Moore

Passed

R5 **PUBLIC HEARING** Case 1700-SUP/Union Park. Public hearing, discussion, consider and take action regarding an ordinance changing the zoning on property within the Town located at 5076 Addison Circle, which property is currently zoned, UC, Urban Center, by amending a Special Use Permit for a restaurant and by amending a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, in order to add a second patio and to increase the size of the existing bar, on application from Addison Union Park, LLC, represented by Mr. Jose Quiroga.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on July 24, 2014, voted to recommend approval of an ordinance changing the zoning on property located at 5076 Addison Circle, which property is currently zoned UC, Urban Center, by amending a Special Use Permit for a restaurant and by amending a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only in order to add a second patio and to increase the size of the existing bar, subject to the following condition:

- The applicant shall not use any terms or graphic depictions relating to alcoholic beverages in exterior signage.

Voting Aye: Groce, Hughes, Hunse, Oliver, Smith, Wheeler
Voting Nay: none
Absent: Doherty

RECOMMENDATION:
Administration recommends approval.

Charles Goff, Assistant Director of Development Services and Planning, Lea Dunn, City Manager, and John Hill, City Attorney, spoke regarding this item.

Chris Ramon, representative from Union Park, LLC, Stacey Griggs, Commercial Property Manager at Post Properties, and Kevin Polston, Senior Vice President of Post Post Properties, also spoke regarding this item.

There were no individuals who spoke at the public hearing.

Motion made by DeFrancisco to approve, as submitted,
Seconded by Moore

Motion made by DeFrancisco was amended so that staff give consideration in the future to the Council's discussion regarding community seating.

Seconded by Moore

Voting AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape, Meier, Moore

Passed

R6 Presentation from Kanter Financial Forensics, LLC and discussion regarding the Town's financial and accounting practices.

Larry Kanter with Kanter Financial Forensics, LLC presented on this item.

Lea Dunn, City Manager, and Eric Cannon, Chief Financial Officer, also spoke regarding this item.

There was no action taken on this item.

R7 Discussion, consider and take action regarding the authorization of the positions for the Senior Accountant and Finance Department Assistant.

RECOMMENDATION:
Administration recommends approval.

Eric Cannon, Chief Financial Officer, spoke regarding this item.

Motion made by Clemens to approve, as submitted,

Seconded by Moore

Voting AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape, Meier, Moore

Passed

R8 Presentation and discussion regarding the upcoming Zip Code Election.

Charles Goff, Assistant Director of Development Services and Planning, spoke regarding this item.

Council Member Moore and each of the Council Members spoke regarding this item.

There was no action taken on this item.

R9 Discussion, consider and take action re-awarding a construction contract with John Burns Company of Texas, Inc., and authorizing the City Manager to execute the contract for the construction of the Belt Line Road Underground Utilities and Right-of-Way Enhancement project for an amount not to exceed $8,820,802.

RECOMMENDATION:
Administration recommends approval.

Lisa Pyles, Director of Infrastructure and Development Services, spoke regarding this item.

Motion made by Arfsten to approve, as submitted,
Seconded by DeFrancisco

Voting AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape, Meier, Moore

Passed

R10 Discussion, consider and take action re-awarding a contract with Alliance Geotechnical Group for the construction materials testing and geotechnical services associated with the Belt Line Road Underground Utilities and Right-of-Way Enhancement project and authorizing the City Manager to execute the contract for an amount not to exceed $60,834.

RECOMMENDATION:
Administration recommends approval.

Lisa Pyles, Director of Infrastructure and Development Services, spoke regarding this item.

Motion made by Clemens to approve, as submitted,
Seconded by Carpenter

Voting AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape, Meier, Moore

Passed

R11 Presentation and discussion of the Town's sustainability program.

Taylor Hollingshead, Stormwater/ Sustainability Program Manager, spoke regarding this item.

Joe Jaynes, representative from Waste Management, also spoke regarding this item.

There was no action taken on this item.

R12 Presentation and discussion of the Finance Department Quarterly Financial Review and Capital Projects Update of the Town for the quarter and year-to-date ended June 30, 2014.

Eric Cannon, Chief Financial Officer, Lisa Pyles, Director of Infrastructure and Development Services, Slade Strickland, Director of Parks and Recreation, and Mark Acevedo, Director of General Services, spoke regarding this item.

There was no action taken on this item.

R13 Presentation, discussion, consider and take action approving an ordinance amending the Town's Annual budget for the fiscal year ending September 30, 2014.

RECOMMENDATION:
It is recommended that Council approve the attached ordinance amending the Town's annual budget for the fiscal year ending September 30, 2014.

Eric Cannon, Chief Financial Officer, and Lea Dunn, City Manager, spoke regarding this item.

Motion made by DeFrancisco to approve, as submitted,
Seconded by Arfsten

Voting AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape, Meier, Moore

Passed

R14 Presentation and discussion regarding the 2013 Police Annual Report.

Ron Davis, Chief of Police, spoke regarding this item.

There was no action taken on this item.

R15 Presentation, discussion, consider and take action approving and authorizing the execution by the City Manager of an easement granting to Oncor Electric Delivery Company LLC an easement and right-of-way for electrical supply and communication facilities in Addison right-of-way on the west side of Quorum Road at the railroad right-of-way to facilitate improvements related to increased service reliability.

RECOMMENDATION:
Administration recommends approval.

Lisa Pyles, Director of Infrastructure and Development Services, spoke regarding this item.

Motion made by Clemens to approve, as submitted,
Seconded by Carpenter

Voting AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape, Meier, Moore

Passed

Executive Session

ES1 Closed (executive) session of the Addison City Council pursuant to Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney(s) on a matter in which the duty of the attorney(s) to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Tex. Gov. Code, pertaining to the ponds or lakes at Vitruvian Park, located within the vicinity and east of the intersection of Vitruvian Way and Ponte Ave., and Farmers Branch Creek.

City Council entered into Executive Session at 10:53 pm.
City Council closed Executive Session at 11:31 pm.

Regular Items Continued

R16 Discussion, consider and take action regarding the ponds or lakes within the City at Vitruvian Park, located within the vicinity and east of the intersection of Vitruvian Way and Ponte Ave., and Farmers Branch Creek.

Motion made by Clemens to have the City Manager and City Attorney to move forward with the TCEQ permit as discussed in the executive session and have a meeting with Farmers Branch representatives,

Seconded by DeFrancisco

Voting AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape, Meier, Moore

Passed

Adjourn Meeting

_____
Mayor-Todd Meier

Attest:

_____
City Secretary-Matthew McCombs

Combined Meeting **R2b**

Meeting Date: 08/26/2014

Council Goals: Create raving fans of the Addison Experience.
Mindful stewardship of Town Resources.
Maintain and enhance our unique culture of creativity and innovation.
Raise property values
Attract new businesses to Addison
Brand Protection and Enhancement
Infrastructure improvement and maintenance
Fully integrate the Arts as part of our brand
Implement bond propositions
Promote Sustainability

AGENDA CAPTION:

Approval of a contract for construction services with C. GreenScaping, LP in the amount of $228,836.56 for the implementation of the Pedestrian Connectivity Project - Redding Trail Expansion (Proposition 6 of the 2012 Bond Election).

FINANCIAL IMPACT:

The funds for the Pedestrian Connectivity Project - Redding Trail Expansion are available in bond funds. A bid tabulation form is attached summarizing the bids received.

This project is also eligible for matching funds from Dallas County up to 50% of the project total. We anticipate the matching amount will be approximately $114,418.28. The Project Specific Agreement with Dallas County will be brought forward at a future council meeting.

BACKGROUND:

Since the 2012 Bond Election, staff has engaged Mesa Design Group to develop a plan for improving pedestrian connectivity along Beltway Drive and Proton Drive. After completing a design charrette and schematic design, the Council approved a contract for Mesa Design Group to generate construction documents. Phase one of the construction is the Redding Trail Expansion which is being submitted for approval of the Council.

The attached map shows this project as 'Beltway and Proton Pedestrian Improvements (Phase 1)' which is highlighted in red.

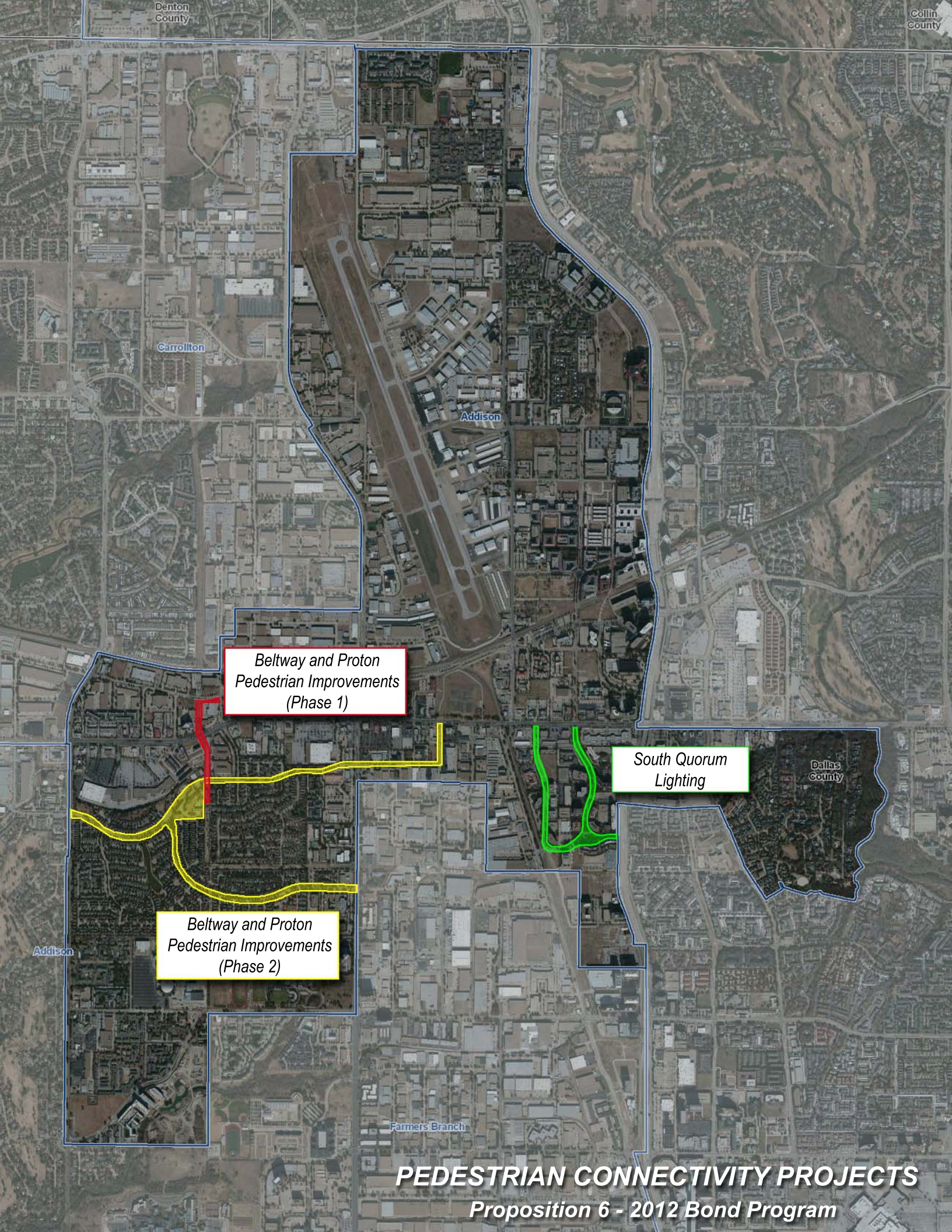
The Parks Department has used C GreenScaping on previous projects in Town

and have found their work to be satisfactory.

RECOMMENDATION:
Administration recommends approval.

Attachments

Pedestrian Connectivity Project Map
14-19 Addison Redding Trail Bid Tab
Proposition 6 Budget



PEDESTRIAN CONNECTIVITY PROJECTS

Proposition 6 - 2012 Bond Program

14-19 Addison Redding Trail

August 8, 2014, 2:00pm

Finance Building, 5350 Belt Line Road, Dallas TX 75254

Bidder	Base Bid Total
C. GreenScaping, LP	$ 228,836.56
Ratliff Hardscape	$ 257,119.87
FNH Construction	$ 310,970.35
LDM Design and Construction	$ 339,202.50
Cole Construction	$ 373,383.06
HQS Construction	$ 378,915.00

Pedestrian Connectivity Project

8/20/2014

Proposition 6 - 2012 Bond Election

Pedestrian Connectivity Funding Sources	**Amount**	**Status**
Proposition 6 - 2012 Bond Election	3,500,000.00	
Matching Trail Funding - Dallas County	116,152.28	Matching not to exceed $237,100
Pedestrian Connectivity CIP Funding - Beltway, Proton and South Quorum	440,900.00	Street and Lighting Improvements
Total Pedestrian Connectivity Funding	**4,057,052.28**	
Design Charrette		
Design Workshop	-$24,500.00	Complete
Talley Associates	-$20,000.00	Complete
Mesa Design Group	-$24,500.00	Complete
North and South Quorum Design		
Talley Associates - Survey	-$87,120.00	Complete
Talley Associates - Schematic Design	-$70,964.00	Complete
Talley Associates - Construction Documents	-$72,072.00	Under Design; Project Bidding to begin November 2014
Beltway/Proton Design		
Mesa Design Group - Survey	-$25,000.00	Complete
Mesa Design Group - Schematic Design	-$50,670.00	Complete
Mesa Design Group - Construction Documents	-$231,640.00	Under Design; Project Bidding to begin November 2014
Construction		
Redding Trail Expansion	*-$232,304.56*	*Bids received; Grand Opening in Jan. 2015*
Beltway and Proton Enhancements	*-$2,000,000.00*	*Under Design; Construction to begin Jan. 2015*
South Quorum Lighting	*-$910,000.00*	*Under Design; Construction to begin Jan. 2015*
Total Pedestrian Connectivity Balance	**308,281.72**	Unallocated funds

**Updated: 11/13/2013; 6/20/2014; 7/23/2014; 8/11/2014; 8/12/2014; 8/20/2014*

Combined Meeting **R2c**

Meeting Date: 08/26/2014

Council Goals: Create raving fans of the Addison Experience.
Mindful stewardship of Town Resources.
Maintain and enhance our unique culture of creativity and innovation.
Raise property values
Attract new businesses to Addison
Brand Protection and Enhancement
Infrastructure improvement and maintenance
Fully integrate the Arts as part of our brand
Implement bond propositions
Promote Sustainability
Enhance Public Safety

AGENDA CAPTION:

Approval to enter into a license agreement with Oncor Electric Delivery Company, LLC for the Redding Trail Expansion.

FINANCIAL IMPACT:

The Town of Addison will pay one dollar ($1.00) to Oncor Electric Delivery Company, LLC and agree to undertake the ongoing maintenance of the constructed Redding Trail Expansion and the associated landscape. Funding for the Redding Trail Expansion is available in bond funds allocated by Proposition 6 of the 2012 Bond Election.

BACKGROUND:

This agreement will allow the Town of Addison to construct the Redding Trail Expansion as a part of the Town's Pedestrian Connectivity Project which is funded by Proposition 6 of the 2012 Bond Election. An attached map identifies this project as the Beltway and Proton Pedestrian Improvements (Phase 1) which is highlighted in red.

RECOMMENDATION:

Administration recommends approval.

Attachments

License Agreement for Redding Trail Expansion

Pedestrian Connectivity Project Map

Northlake – Northaven 138 KV
B-29.2 (4741/148)
S-22.5 (4632/398)
2014-0336JB

LICENSE AGREEMENT
HIKE & BIKE TRAIL
Addison Pedestrian Connection Phase 1:
Morman Lane to Arapaho Road

This License Agreement ("Agreement") is made this _____day of _____, 2014, ("Effective Date") by and between **Oncor Electric Delivery Company LLC,** a Delaware limited liability company, ("Oncor") and the **Town of Addison**, ("Addison").

RECITALS

1. Oncor is the owner of the land described in **Exhibit "A"** attached hereto and made a part hereof for all purposes, and referred to hereinafter as the "Property", upon which Property is located Oncor's electric transmission and distribution line(s) and associated facilities.

2. Addison has requested that Oncor make available the Property for Addison to construct, install, and maintain a hike and bike trail for the general public's recreational use, subject to the terms of this Agreement, including the Hike and Bike Trail Guidelines attached hereto as **Exhibit "B"** and incorporated herein (the "Trail Guidelines").

NOW, THEREFORE, for the consideration herein provided, it is agreed as follows:

1. License. Oncor hereby grants to Addison and Addison hereby accepts from Oncor, a license to use the Property to construct, install, and maintain a public hike and bike trail consisting of an improved surface and related Oncor-approved landscaping, signage, and facilities on the Property for use by the general public for recreational purposes only ("License"), but with the conditions that such hike and bike trail shall be constructed, installed, and maintained in accordance with the Trail Guidelines and in such a manner as not to damage or destroy Oncor's electric transmission and distribution line(s) and other facilities, and that the recreational use of the Property shall not interfere with the continued operation and maintenance of Oncor's electric transmission and distribution line(s) and other facilities, as well as Oncor authorized third party facilities.

2. Limitations Of Use. This License is strictly limited to the public hike and bike trail to be constructed, installed, and maintained on the Property and does not extend to the use of any of Oncor's facilities or Oncor authorized third party facilities located on the Property. The approved engineering plans and specifications for the concrete trail are attached hereto as **Exhibit "C".** It is understood that if actual construction and

installation of the hike and bike trail has not commenced within nine months after the Effective Date, and diligently pursued to completion thereafter by Addison, Oncor shall have the right to terminate this Agreement. Additional general construction limitations on the Property are described and listed in **Exhibit "D"**, attached hereto and a part hereof for all intent and purpose. Prior to the installation of any landscaping on the hike and bike trail, landscaping plans that comply with the Landscaping Requirements contained in the Trail Guidelines must be submitted to and approved in writing by Oncor. Engineering plans and landscaping plans may be submitted to Oncor separately, provided, however, that all improvements, fixtures, vegetation or other encroachments of any nature must be approved in writing by Oncor before such improvements, fixtures, vegetation or other encroachments of any nature may be installed on the hike and bike trail.

3. Consideration. In consideration for this License, the sufficiency of which Oncor hereby acknowledges, Addison (a) has paid to Oncor One Dollar ($1.00), (b) shall undertake the maintenance and other obligations herein provided, and (c) agrees that Addison shall not object to or contest any future regulatory filings by Oncor to add to, modify, and/or rebuild its facilities on the basis of the use of the Property as a hike & bike trail or recreation area.

4. Term. The License as to the Property granted by this Agreement is non-exclusive and perpetual commencing on the Effective Date; provided, however, the License may be terminated in whole or in part by Oncor with one hundred and eighty (180) calendar days prior written notice to Addison of such termination in accordance with the notice provisions of this Agreement if such termination is necessitated by a change in local, state or federal law or regulations applicable to same. Furthermore, in the event that Oncor determines it has an operational need for a portion of the Property to the extent that the hike and bike trail cannot be relocated on that portion of the Property pursuant to Paragraph 8 below, the License may be terminated by Oncor, as to the affected portion of the Property only, by providing Addison one hundred and eighty (180) calendar days prior written notice of such partial termination in accordance with the notice provisions of this Agreement. In any case of either a change in state or federal law or regulation or an operational need, Oncor will work in good faith with Addison to minimize the amount of the hike and bike trail to be relocated and/or the amount of the Property and Addison's improvements impacted by any termination. Furthermore, in the event Oncor elects to sell to a bona fide unaffiliated third party Property upon which Oncor does not have any facilities, Oncor may do so free from the applicability of this License after having first offered to sell the Property to the Addison at fair market value. The Addison shall have thirty (30) calendar days to accept Oncor's offer to sell the Property. If the Addison does not accept the offer within such 30 day period, the offer shall be deemed rejected. In the event Addison elects not to purchase the Property so offered by Oncor, prior to closing of Oncor's conveyance of the Property to the third party, Addison shall execute and deliver to Oncor a partial release from this License of such portion of the Property being sold and the parties shall have no further obligations one to the other under this agreement as to such portion of the Property.

5. Security. Addison shall be solely responsible for maintaining peace and order and shall prevent any nuisances arising from or connected with its license and use of the Property.

6. Oncor's Access. Oncor and its authorized agents shall have the right to enter the Property at any time for any purpose. It is understood that from time to time entry will be necessary for inspection, maintenance, and work upon Oncor's facilities located upon the Property and, on such occasions, it may be necessary to close all or portions of the hike and bike trail and prohibit the public from using same. This License is not exclusive and Oncor, its employees, agents, representatives, and others whom it may license, may go upon, make improvements, upon and traverse the Property and make changes in the location of or additions to Oncor's facilities located thereon without payment of compensation to Addison, and without liability for any damage to the hike and bike trail or for any interruption of use of the hike and bike trail.

7. Acceptance Of Premises. Addison acknowledges that it has fully inspected the Property and accepts the Property in its present condition as suitable for the purpose for which the License is being granted. This License is granted subject to any and all easements, restrictions, covenants, conditions, limitations, and mineral interests filed of record in the Official Real Property Records of Dallas County, Texas in effect as to the Property. Addison shall not make or cause to be made any improvements to the Property other than as approved by Oncor in advance, in writing, and then only at the sole cost and expense of Addison.

8. Relocation. If at any time in the future, any portion of the hike and bike trail, in the sole judgment of Oncor, interferes with the installation, operation maintenance and/or removal of Oncor's electric transmission and distribution line(s) and other facilities, Oncor shall have the right to require Addison to relocate the offending portion of the hike and bike trail on the Property so as not to interfere with Oncor's electric transmission and distribution line(s) and other facilities. Oncor shall notify Addison in writing within ninety (90) days if a portion of the hike and bike trail must be relocated at Addison's sole cost and according to plans approved by Oncor, stating the portion so impacted and the reason for the relocation. If at the end of such ninety (90) day period the portion of the hike and bike trail has not been relocated, Oncor may relocate it, at the Addison's expense. Oncor will not be responsible nor will compensation be paid for damages incurred by such relocation.

9. Default and Termination. It is understood and agreed that, in case of default by Addison or its agents in any of the terms and conditions herein stated, including all terms and conditions contained in the attached exhibits, such default continuing for a period of ninety (90) days after Oncor notifies Addison in writing of such default and the cure action required, Oncor at its election may terminate this Agreement and upon such termination all of Addison's rights hereunder shall cease and come to an end. This Agreement and the License herein provided shall also terminate upon the abandonment of the hike and bike trail by Addison.

10. Condition Upon Termination. Upon termination of this Agreement, Addison shall surrender the Property to Oncor in the same condition as received except for ordinary wear and tear. Addison may remove such improvements as it desires. By written notice Oncor may require Addison, upon termination, to remove any improvements made to the Property by Addison and to restore said portion of the Property to its original condition, at Addison's expense. All improvements not required by Oncor to be removed or otherwise removed by Addison shall become Oncor's property at no cost or expense to Oncor. If Addison fails to remove improvements as required by Oncor, Oncor may remove same and Addison shall reimburse Oncor 100% of the costs and expenses of having the improvements removed from the Property. Addison shall have a reasonable right of access to the Property to accomplish said removal and restoration.

11. Assignment And Subletting. The License is personal to Addison and may not be sold, transferred, assigned or sublet. Any purported transfer or assignment shall be null and void ab initio and of no force or effect. It is the intention of this Agreement not to confer benefits, rights, or privileges on any person or entity other than Oncor and Addison. This Agreement is binding on the parties' respective successors and assigns and the purchaser(s) of all or any part of the Property, except for property upon which Oncor has no facilities as set forth in Section 4 of this Agreement. Addison, at its expense, may file a memorandum providing notice of the existence of this Agreement in the real property records of any county in which part of the Property is located. A change in the control or ownership of Oncor shall not give any party the right to terminate this Agreement. Furthermore, in the event of a merger of Oncor with another entity in which Oncor is not the surviving entity, this Agreement shall be binding on the surviving entity of such merger.

12. Boom-Type Equipment. Use of cranes or other boom-type equipment in connection with any work to be performed on the Property by Addison, its employees, agents representatives, or contractors, or the public generally, must comply with Chapter 752, Texas Health and Safety Code, the National Electrical Safety Code, and any other applicable clearance requirements. Notwithstanding anything to the contrary, in no event shall any equipment be placed within 15 feet of Oncor's power lines situated on the Property. Addison must notify Oncor 48 hours prior to the use of any boom-type equipment on Oncor's Property. Oncor reserves the right to refuse Addison permission to use boom-type equipment.

13. Maintenance of Property. Addison, at its sole cost and expense, at all times during the term of this Agreement, agrees to keep clean and maintain or cause to be kept clean and maintained the entire Property and all improvements which may be placed or erected on the Property by Addison, in a good state of appearance and repair reasonably satisfactory to Oncor. Addison specifically acknowledges that its obligations with regard to maintenance of the Property include maintaining the entire width of the Property, and not just the area surrounding Addison's Hike & Bike Trail. Addison, at its sole cost and expense, is liable for all costs and expenses incurred by Oncor arising out of any (i) landscaping vegetation encroachments, and/or (ii) trail related park structure encroachments intended for use by the general public, including, without limitation, picnic tables, park benches, water fountains, covered sheds, playground equipment, etc., on the Property not expressly approved or authorized by Oncor, regardless of whether

made or installed by Addison. Addison shall not allow any third parties or neighborhood / community groups acting under or through the auspices of Addison to install anything on the Property, or perform any plantings, landscaping or other improvements that are not approved by or part of a landscaping plan approved by Oncor. Addison shall not be liable for costs and expenses incurred by Oncor arising out of non-vegetation type encroachments on the Property which are not intended for use by the general public such as individual storage buildings, fences, swimming pools, etc. Oncor is not responsible for any damages to or removal of landscaping due to Oncor's patrol, maintenance or construction related activities. In the event that Addison fails to properly maintain the Property as provided herein, Oncor shall have the right, but not the obligation, to have such maintenance completed, and Addison agrees to reimburse Oncor an amount equal to 100% of Oncor's costs and expenses for such work. Addison shall pay such amount to Oncor within forty-five (45) calendar days of receipt of Oncor's invoice. Notwithstanding any of the foregoing, the parties acknowledge that Addison has no cleaning, maintenance or repair obligation with respect to Oncor's transmission and distribution electric line(s) and other facilities located on the Property.

14. Indemnity. To the extent allowable by law, Addison agrees to defend, indemnify and hold harmless Oncor, its officers, agents and employees, from and against any and all claims, demands, causes of action, loss, damages, liabilities, costs and expenses (including attorney's fees and court costs) of any and every kind of character, known or unknown, fixed or contingent, for personal injury (including death), property damage or other harm for which recovery of damages is sought or suffered by any person or persons that may arise out of, or be occasioned by, the negligent act or omission of Addison, its officers, agents, employees, or separate contractors that may arise out of or be occasioned by the use of the License and/or Property, except that the obligations provided for in this paragraph shall not apply to any liability resulting from the sole negligence of Oncor, its officers, agents, associates, employees or separate contractors, and in the event of joint and concurrent negligence of both Oncor and Addison, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with Texas law, without however waiving any defenses or immunities available to the parties.

15. No Waiver Of Limitation Of Liability. By entering into this License Agreement, neither Oncor nor Addison in any manner waive any right to assert any legal defenses or immunities available to either Oncor or Addison, including, but not limited to, Chapters 75 and 101 of the Texas Civil Practice and Remedies Code. It is the express intention of Oncor to limit its liability for any injury, death or damage to person or property pursuant to Chapter 75.002, Texas Civil Practice and Remedies Code (Vernon's 1995).

16. Relocation Of Facilities. If, at the request of Addison, Oncor relocates any of its existing facilities located on the Property in order for Addison to accomplish its proposed use of the Property, Addison shall be required to reimburse Oncor for all costs and expenses associated with such relocations. However, Oncor shall not be required by this Agreement to relocate any of its existing facilities, and Oncor may withhold its agreement to do so in its absolute and sole discretion.

17. Notices. All written notices required under this License must be hand delivered or sent by certified mail, return receipt requested, addressed to the proper party at the following address:

To Oncor:

Oncor Electric Delivery Company LLC,
a Delaware limited liability company
Right of Way Office
115 West 7th Street
Fort Worth, Texas 76102

To Addison:

Town of Addison
Park and Recreation Department
16801 Westgrove Drive
P.O. Box 9010
Addison, TX 75001

18. Texas Law. This Agreement shall be construed under, and in accordance with, the laws of the State of Texas. This Agreement is performable in Dallas County, Texas and exclusive venue for enforcing same shall be Dallas County, Texas.

19. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to this Agreement, and duly executed by the parties hereto.

EXECUTED to be effective as of the Effective Date stated above.

TOWN OF ADDISON:

By: _____
Name: _____
Title: _____

ONCOR:

ONCOR ELECTRIC DELIVERY COMPANY LLC

By: _____
Jill L. Alvarez
Attorney-in-Fact

Exhibit A

#210

1689...$2.00

S-22.5
Deed
4632/398
January 2, 1957

STATE OF TEXAS
COUNTY OF DALLAS } KNOW ALL MEN BY THESE PRESENTS:

That we, Ely Straus and Max Feldman, not joined herein by our wives for the reason the property herein conveyed constitutes no part of our homesteads, for and in consideration of the sum of TWENTY THOUSAND FOUR HUNDRED NINETY-THREE AND 18/100 ($20,493.18) DOLLARS to us in hand paid by Dallas Power & Light Company, the receipt of which is hereby acknowledged, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Dallas Power & Light Company, a Texas corporation, the following described property, lying and situated in Dallas County, Texas, being a part of that certain tract of land in the D. Myers Survey, Abstract No. 923, conveyed to Ely Straus and Max Feldman and designated "FIRST TRACT" by a deed of record in Volume 3713, Page 301, Deed Records of Dallas County, Texas, and more particularly described by metes and bounds as follows:

BEGINNING at the northwest corner of the said "FIRST TRACT", same being an ell corner of the Henry S. Miller property;

THENCE south, along the west line of said "FIRST TRACT", a distance of 2461 feet, more or less, to the corporate limit line of Addison, Texas, as established by an election on June 13, 1953;

THENCE east, along the corporate limit line of Addison, Texas, 100 feet to a point for corner;

THENCE north, parallel with and 100 feet east of the west line of said "FIRST TRACT", a distance of 2461 feet, more or less, to a point in the north line of said "FIRST TRACT";

THENCE west with the north line of said "FIRST TRACT", 100 feet to the place of beginning and containing 5.65 acres of land, more or less.

APPROVED - DALLAS POWER & LIGHT COMPANY
Legality and Form
Engineering
Chief Engineer

Grantors expressly reserve from this conveyance an easement, or way, for persons and vehicles, across the land above described, as a means of access to and from the remaining tracts owned by Grantors contiguous to the land hereby conveyed, for use by Grantors, their tenants, servants, employees, agents, heirs, legal representatives and assigns, but not by the public generally;

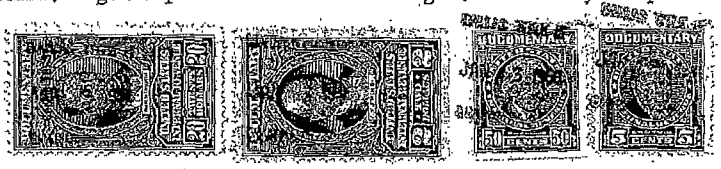


Exhibit A

provided that such easement shall be used and exercised at such places as will not interfere with the Grantee's use of the land hereby conveyed.

In the event Grantors, their heirs, legal representatives or assigns, shall hereafter cause the remainder of the land now owned by Grantors, contiguous to the land hereby conveyed, or any part thereof, to be lawfully subdivided and platted into lots or blocks, with streets, alleys, railroad lead tracks or railroad team tracks adjoining the same, Grantee agrees, by the acceptance of this conveyance, to grant and dedicate without charge, such additional easements and rights of way across the land hereby conveyed, for the purpose of such utilities, streets, alleys, avenues, public ways, railroad lead tracks and railroad team tracks as may be reasonably required to conform to said plat of the Grantors, their heirs, legal representatives and assigns, in such subdivision of said land; provided that such use will not interfere with the construction, maintenance and operation by Grantee of its facilities for the transmission and distribution of electricity across, over, along and under the premises hereby conveyed, and provided Grantee shall be under no obligation to change any construction on the land hereby conveyed or to clear, grade or otherwise improve such land for such utilities, streets, alleys, avenues, public ways, railroad lead tracks and railroad team tracks.

Grantors assume and agree to pay all taxes lawfully levied or assessed against the land herein conveyed for the calendar year 1956.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Dallas Power & Light Company, its successors and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said Dallas Power & Light Company, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our hands, this 2nd day of January, 1957. ~~1956.~~

Ely Strauss

Ely Strauss

Max Feldman

Max Feldman

3 -

Exhibit A

THE STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Ely Straus, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This the 2nd day of January, A. D. ~~1956~~ 1957.

F. E. McKEE, Notary Public in and for Dallas County, Texas

Notary Public in and for Dallas County, Texas.

THE STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Max Feldman, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This the 2nd day of January, A. D. ~~1956~~ 1957.

F. E. McKEE, Notary Public in and for Dallas County, Texas

Notary Public in and for Dallas County, Texas.

Exhibit A

Rev. 22.55

1028 200

GENERAL WARRANTY DEED

INDEXED

4632
398

ELY STRAUS AND MAX FELDMAN

TO

DALLAS POWER & LIGHT COMPANY

1689

FILED FOR RECORD
DALLAS CO. TEXAS
1957 JAN 3 AM 11 07
ED H. STEGER CO. CLERK
BY [illegible] DEPUTY

Return to: Mr. E. L. Kuykendall
Dallas Power & Light Bldg.
1506 Commerce Street
Dallas 1, Texas

FILE
P-443
NUMBER

65

B-29.2
Deed
4741/148
July 22, 1957

Exhibit A

NORTH LAKE - NORTHGATE [illegible]
138 KV

130646...$1.75

#230

[illegible] OF TEXAS
[illegible] OF DALLAS

KNOW ALL MEN BY THESE PRESENTS:

That I, J. E. Bush, for and in consideration of the sum of THIRTY THOUSAND AND NO/100 ($30,000.00) DOLLARS to me in hand paid by Texas Power & Light Company, the receipt of which is hereby acknowledged, have Granted, Sold and Conveyed and by these presents do Grant, Sell and Convey unto the said Texas Power & Light Company, a Texas Corporation, the following described property, lying and situated in Dallas County, Texas, being a part of the Thomas L. Chenoweth Survey, Abstract No. 273, and being a part of a 120 acre tract of land conveyed to J. E. Bush by Gladys Randy Bush by a deed of record in Volume 3493, Page 441, Deed Records of Dallas County, Texas, and a part of that certain tract of land described in a deed from C. C. Calloway, et al, to J. E. Bush, of record in Volume 4634, Page 232, Deed Records of Dallas County, Texas, and more particularly described by metes and bounds as follows:

BEGINNING at an iron pipe at the southeast corner of the said 120 acre tract, same being the northeast corner of a tract of land conveyed to Jamie Stark by a deed of record in Volume 3086, Page 411, Deed Records of Dallas County, Texas;

THENCE in a northerly direction, along the east line of the said 120 acre tract, at 2145 feet pass the northeast corner of the said 120 acre tract and continue in a northerly direction along the east line of the tract of land described in the deed of record in Volume 4634, Page 232, Deed Records of Dallas County, Texas, in all a distance of 2288.0 feet, more or less, to a point in the south right of way line of the existing relocated Belt Line Road (100 feet wide);

THENCE in a southwesterly direction, with the said south right of way line of the existing relocated Belt Line Road and with a curve to the right therein with a radius of 1960 feet, a distance of 218.6 feet to a point for corner;

THENCE S 26° 07' E, 227.8 feet, more or less, to a point for corner;

THENCE south, parallel with and 100 feet perpendicularly distant from the east line of the said 120 acre tract, a distance of 1999.4 feet, more or less, to a point in the south line of the said 120 acre tract;

THENCE east, with the south line of the said 120 acre tract and with the general course of a fence, 100 feet to the place of beginning; and containing 5.48 acres of land.

Grantor reserves from this conveyance an easement, or way, for persons and vehicles, across the land above described, as a means of access to and from the remaining tracts owned by Grantor contiguous to the land hereby conveyed, for use by Grantor, his tenants, servants, employees, agents, heirs, legal representatives and assigns, but not by the public generally; provided that such easement shall be used and exercised at such places as will not interfere with the Grantee's use of the land hereby conveyed. In the event Grantor, his heirs, legal representatives or assigns, shall hereafter cause the remainder of the land now owned by Grantor, contiguous to the land hereby conveyed, or any part thereof, to be lawfully subdivided and platted into lots or blocks, with streets or alleys adjoining the same, Grantee agrees, by the acceptance of this conveyance, to grant and dedicate without charge such additional easements and rights of way across the land hereby conveyed for the purpose of such utilities, streets, alleys, avenues and public ways as may be reasonably required to conform to said plat of the Grantor, his heirs, legal representatives and assigns, in such subdivision of said land; provided that such use will not interfere with the construction, maintenance and operation by Grantee of its facilities for the transmission and distribution of

Exhibit A

electricity across, over, along and under the premises hereby conveyed, and provided Grantee shall be under no obligation to change any construction on the land hereby conveyed or to clear, grade or otherwise improve such land for such utilities, streets, alleys, avenues and public ways.

This conveyance is made subject to all easements of record.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Texas Power & Light Company, its successors and assigns, forever; and I do hereby bind myself, my heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said Texas Power & Light Company, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my hand, this 22nd day of July, 1957.

J. E. Bush

THE STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. E. BUSH, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22nd day of July, A. D., 1957.

Notary Public in and for Dallas County, Texas

Filed for Record on the 22 day of July A.D. 1957, at 3:25 o'clock P.M.

Recorded on the 22 day of July A.D. 1957, at — o'clock — M.

Vol. 1 Page 1 of 1

ED. H. STEGER, County Clerk

Dallas County, Texas

By [illegible] Deputy

ONCOR HIKE AND BIKE TRAIL GUIDELINES

A SUSTAINABLE COMMUNITY PARTNERSHIP MODEL

October 26, 2012

EXHIBIT B

ONCOR®
TEXAS TRAILS

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Application/ Process 4
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Introduction

In 2011, Oncor announced it will begin to transform pathways under parts of the company's transmission rights-of-way into hike and bike trails as part of the new Oncor Texas Trails program. These trails will help create pathways that will be integral parts of the communities Oncor serves. The Oncor Texas Trails program is also a key part of Oncor's commitment to supporting health and fitness initiatives, as well as a key part of a broader Oncor initiative to align Oncor's assets with community needs.

The Oncor Texas Trails program will allow Oncor to work proactively with the communities we serve to design a template for recreational use of transmission rights-of-way, including native and low maintenance landscape designs.

Oncor hopes that the hike and bike trails will lend themselves to health and fitness oriented events such as community walks, runs, rides and other fitness activities along the trails. These types of events illustrate the importance of living a healthy lifestyle and provide an outlet to community members to practice a healthy lifestyle.

Guiding Principles

The following guiding principles are primary factors when evaluating proposed Hike and Bike Trail plans:

- Maintaining the safety of the public and Oncor's employees and contractors;
- Promoting a sustainable community partnership model that aligns well with Oncor's philanthropic and community involvement focus on health and wellness;
- Ensuring public awareness and support for hike and bike trail projects including the adjacent landowners;
- Maintaining the reliability, security and electrical clearance requirements of Oncor's transmission and distribution lines;
- Preserving Oncor's ability to access facilities for on-going and future inspection, operations and maintenance needs;
- Ensuring the corridor is not constrained in a way to prevent meeting future grid electrical needs, system upgrades, etc.;
- Avoiding increased maintenance expense or liability for Oncor.
- Sustaining and protecting the Licensee's investment in a hike and bike trail.

Background

Oncor's transmission line rights-of-way (ROW) primary purpose is to provide safe and reliable electric service to the public. The ROW is used by Oncor to construct, operate, and maintain transmission and in some cases distribution facilities. When possible, the use of the ROW for hike and bike trails is a great way for Oncor to partner with cities in our service area. The width of a transmission line ROW depends on the voltage of the line and the height of the structures, but can be 70 to 160 feet wide or more depending on the type of facilities and their location on the ROW.

Transmission lines transfer electricity from generating stations to substations. From these substations, the electricity is distributed to individual homes and communities through distribution lines typically supported by wood poles called distribution poles. These distribution lines and poles are smaller in size, carry a smaller amount of electricity, and are spaced closer together as compared to transmission lines and structures.

Since overhead electric lines are un-insulated, the design of these lines requires that minimum clearances be maintained for safety and reliability. Trees and other plant materials can cause interruptions to electric service if they grow into or fall upon the overhead electric lines. Since 1996, tree and power line conflicts have been implicated as the cause of three large-scale electric grid failures in the US and Canada, including the massive August 14, 2003 blackout that affected 50 million people. As a result, the industry practice of tree clearing both within and along the edge of ROW has become more stringent.

The development of Hike and Bike Trails and Landscaping Enhancements must be carefully planned and these guidelines have been developed to ensure a sustainable community partnership where transmission line ROW remains in compliance with all clearances, safety regulations, and good engineering practices that pertain to existing and future electric transmission and distribution facilities.

Application/ Process

Each transmission right of way is unique and as such, Oncor reviews each project for approval. These Guidelines and Landscaping Templates are provided as information to minimize misunderstanding and ensure that improvements that are proposed by a community will be possible.

Before developing details plans for a Hike and Bike Trail on Oncor property, the entire proposed scope of the Hike and Bike Trail (including those portions of the proposed trail not impacting Oncor's property) should be submitted to Oncor for review. This preliminary review process is intended to provide project feasibility feedback to the potential Licensee regarding the use of Oncor's property for Hike and Bike Trail purposes before the Licensee makes significant financial investments and plans.

The Hike and Bike Trail project plan documentation requirements are as follows:

- Submit a set of preliminary, scalable plans showing the property lines, transmission and distribution structures, existing facilities (roads, telecom, etc.) and proposed trail location.
- Indicate all proposed grading / elevation modifications.
- Utility access route to be shown on plans.
- If possible, discuss future desired trail improvements if not part of the original plans.

Hike and Bike Trails License Agreements are for use with city or county governments. Oncor will not license a hike and bike trail to other entities such as homeowner's associations.

Hike and Bike Trails are intended for application on typical 138,000 volt or 69,000 volt ROW owned by Oncor. Oncor will review proposed trail locations for appropriate application in the event the property configuration or facility limitations cannot accommodate a Hike and Bike Trail.

The Licensee must conduct an open meeting for all adjacent property owners and the public before the start of a hike and bike trail project to ensure public awareness and support.

Oncor reserves the right to approve or deny Hike and Bike Trails and the trail design or landscaping in certain areas and situations consistent with the Guiding Principles.

Hike and Bike Trail Features

It is important for Oncor to be provided the full scope of a community's proposal for the success of the project and to protect the city's investment in the trail. Following are specific requirements:

Trail Design Requirements

- One side of the transmission line ROW must remain open throughout the trail to allow Oncor access for maintenance and operations. Typically a minimum of 15 feet is required for vehicular access.
- The maximum concrete trail width is 12 ft.
- Divided concrete trails are not allowed.
- Bollards will typically be required at road crossings.
- Trail construction will minimize changes to the existing grade, elevation, and contours within the ROW.
- Written consent is required from Oncor, prior to any excavation or trenching within the ROW.
- Minor changes will be permitted to comply with American with Disabilities Act.

Amenities

The following commonly requested hike and bike trail amenities are generally acceptable with some restrictions:

- Crossing Metal Fences - maximum height 8 feet, crossing angle at 45 to 90 degrees to the centerline of the ROW.
- Trash Receptacles - at road/street crossings.
- Trail Identification Signage - non-conductive materials only, trail name identification at the road/street crossing, maximum height 6 feet.
- Mile Marker Signage - non-conductive materials only, one per mile, edge of ROW, maximum height 6 feet.
- Rest Areas - located adjacent to publically available road/street access.
- Pedestrian Benches - maximum length 6 feet, located adjacent to publically available road/street access.
- Shade Features – typically located within rest areas, non-conductive, non-climbable, work closely with Oncor on height and ROW location to ensure electrical clearances are met.
- Low Water Crossings - permitted with minimum grade/elevation change.
- Decorative Walls – incorporated within landscaping features, maximum height 5 feet.
- Sprinklers – low pressure drip irrigation only and in areas of approved landscaping vegetation only.
- Portable Restrooms - temporary for events and construction only.

Restrictions

Consistent with the Guiding Principles, the following improvements are typically not compatible with transmission ROW, but can be incorporated into the overall hike and bike trail design outside the transmission ROW and not on Oncor property:

- Structures (e.g. pavilions, cabanas, playground equipment, storage buildings, etc.)
- Longitudinal Fences (conductive or non-conductive)
- Electrical lighting or wiring
- Dumpsters
- Parking Lots
- Ponds
- Bridges

Landscaping Requirements

Vegetation density and height are critical issues affecting the safe and reliable operation of Oncor transmission lines. Landscaping requirements attempt to provide basic guidelines for a space that allows compatible use of vegetation and visually attractive landscaping features with the use of Oncor's electric facilities in accordance with the Guiding Principles.

Before any new transmission line ROW landscaping plan for a Hike and Bike Trail or Landscaping Enhancement is approved, Oncor will work with the licensee to indentify all existing vegetation incompatible with these Landscape Requirements and determine the plan for removal. Once a new landscaping design is approved by Oncor, the improvements may be installed and are maintained by the Licensee.

The license agreement for the hike and bike trail requires the Licensee maintain the entire length and width of the transmission line ROW covered under the license agreement - not just the areas within and immediately adjacent to the trail.

Visual Interest Features

Features that promote visual interest such as vegetation, rocks, planting beds, berms, etc. are often desirable features in a landscape plan. Oncor will review and if appropriate approve these features for potential clearance and access issues, consistent with the Guiding Principles.

For the purposes of landscape design requirements, a Landscape Template is provided to communicate where visual interest features are generally acceptable and offer the least interference with ROW access and clearance with electric facilities. The template describes three general zones:

- Structure Zone – includes a 25 foot space surrounding a transmission structure. Typically turf only.
- Sag Zone – includes the middle 40% of the ROW between transmission structures and 10 feet outside the outermost overhead transmission conductor. Grass type plantings only. Visual interest features and other amenities are typically incompatible.
- Visual Interest Zone – features might include approved vegetation, rocks, planting beds, berms and amenities. Typically limited to 5 foot in height.

Other utility facilities within the transmission ROW such distribution lines / poles, substations, utility boxes may exist. Areas within 25' of these facilities should be turf only.

The density of vegetation (all types) for all zones should not exceed 25% of the total space available by landscape area per span. There should be no plantings, stands, or beds that cover the entire length or width of any zone so as to form a barrier to visibility

or travel by foot or by vehicle from one Zone to the next or one span to the next. Adequate breaks or spacing between beds or stands should exist to provide for foot and vehicle travel through these Zones.

Following are the minimum spacing requirements for certain types of plant material:

Shrubs-Minimum 15 ft spacing outside of planting beds
Ground cover/Flowers/Bunch Grass – typically limited to planting beds

Grade

The existing ROW should be sufficiently graded to provide good drainage and avoid standing water. Care should be taken during trail construction to avoid any changes in the grade within the transmission line ROW, thus preventing any drainage issues or concerns from adjacent landowners.

Plant Material List

All plant material that will be installed will be noted on the trail landscaping plans at the exact location where it will be planted. The specific species and variety of all plant material must be listed on the plans.

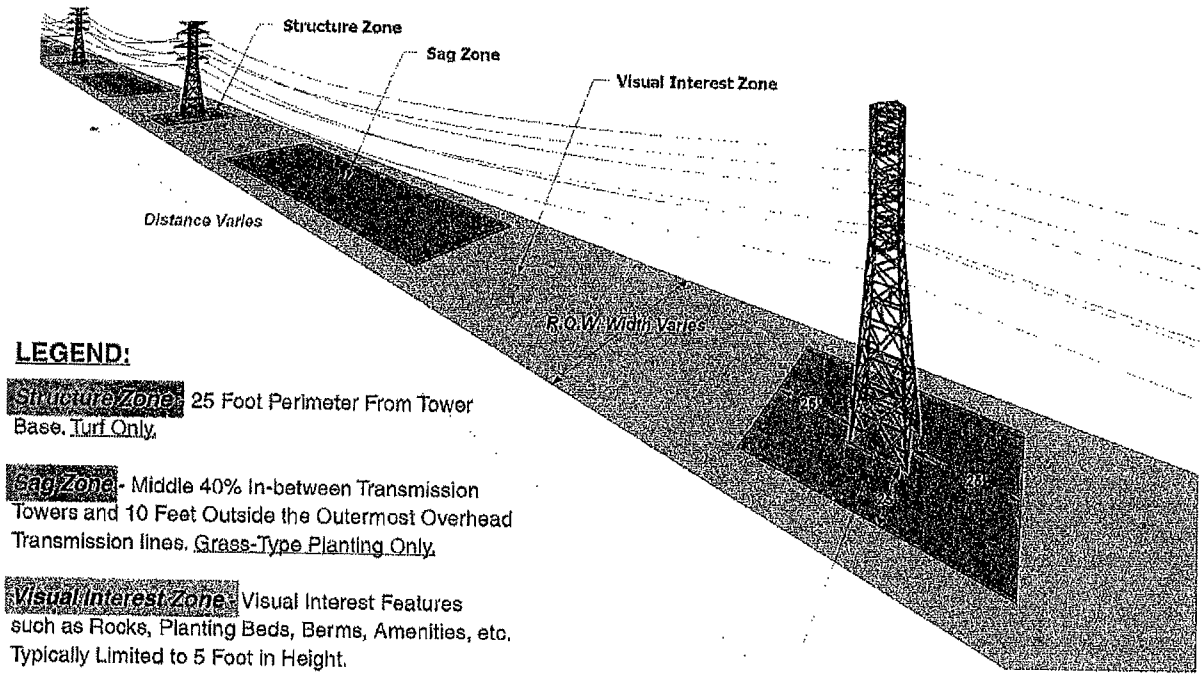
The following Recommended Plant Material List is intended as a guide and does not guarantee that the plants listed will not exceed the maximum height under certain conditions. Licensee will be responsible ensuring that the maximum allowable height of plant material is not exceeded at any time. If, upon inspection by an Oncor representative, plant material is found that exceeds the maximum height allowed for the Zone where it is planted, Oncor representatives will mark (Tag) the plant material for removal by Licensee. Replacement of the plant material will be at the sole cost of the Licensee. If Licensee fails to remove the plant material that has been tagged by Oncor as non-compliant, Oncor reserves the right to remove the plant material and Oncor's discretion after 30 days written notice to Licensee.

Vegetation height at maturity must not exceed 5 feet. The following list of ornamental plants generally meets these requirements. No trees will be approved as part of a landscape design on transmission ROW.

American Beautyberry-*Callicarpa americana*
Apache Plume-*Fallugia pardoxa*
Bat Face Cuphea-*Cuphea llavea*
Bridal Wreath Spirea -*Spiraea cantoniensis*
Bridal Wreath Pirea-*Pirea patens*
Butterflybush (blackbush)-*Buddleia cacidii var black Knight/Bonnie*
Coralberry-*Symphoricarpos orbiculatus*
Cliff Spirea-*Holodiscus dumosus*

Creosotebush-*Larrea tridentate*
Fern Acacia-*Acacua angustissima*
Firebush-*Hamelia patens*
Flame of the Woods-*Ixora coccinea*
Golden Currant-*Ribes aureum*
Oak leaf Hydrangea-*Hydrangea quercifolia*
Primrose Jasmine-*Jasminum mesnyi*
Rabbitbrush-*Chysothamnus nauseosus*
Rockspray Cotoneaster -*Cotoneaster horizontalis*
Shrubby Cinquefoil-*Potentilla jruiticos*
Texas Sage -*Leucophyllum virginicus*
Three Leaf Sumac-*Rhus trilonata*
Winter Honeysuckle Bush-*Lonicera jragrantissima*
Yellow Bird of Paradise-*Caesalpinia gilliesii*

Landscape Template



COUNTY OF DALLAS, TE
DEPARTMENT OF PUBLIC

MCIP PROJECT NO. 10304_

ADDISON PEDESTRIAN CONNECTIC

FROM MORMAN LANE TO ARAPAHO RC

TOWN OF ADDISON

TEXAS

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L0.02 General Notes, Materials, Legend and Overall Site Plan

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L1.02 Demolition Plan (Middle)
L1.03 Demolition Plan (North)

DETAIL SHEET
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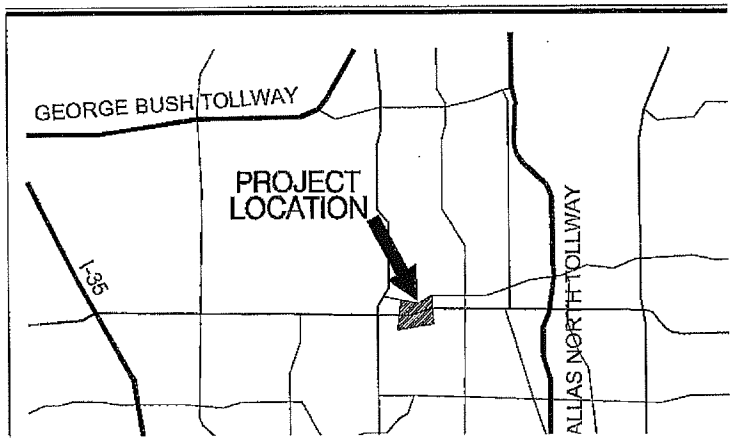
PLANTING PLAN
L5.01 Planting Plan (South)
L5.02 Planting Plan (Middle)
L5.03 Planting Plan (North)

CIVIL PLANS
C1 General Notes
C2 Traffic Control Plan
C3 Erosion Control Plan
C4 Horizontal Control Plan
C5 Trail Plan - Sheet 1
C6 Trail Plan - Sheet 2
C7 Trail Plan - Sheet 3

TXDOT STANDARDS
PRD-13 Pedestrian Handrail Details

TOWN OF ADDISON STANDARD DETAILS
Contractor will obtain a set of the Town of Addison Standard Details available on the Town's Website.

LOCATION MAP:



COUNTY OFFICIALS

COUNTY JUDGE

CLAY LEWIS JENKINS

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY: P. CHRISTOPHER ROBINSON ON 6/3/14
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.
GRANTHAM & ASSOCIATES
F-005438

DESIGN TEAM

Exhibit C

1. WRITTEN DIMENSIONS PREVAIL OVER SCALED DIMENSIONS. NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
2. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES, AND LINE RUNS IN THE FIELD PRIOR TO CONSTRUCTION. ANY DAMAGE TO NEW AND EXISTING UTILITIES THAT ARE TO BE REPAIRED IMMEDIATELY AT NO ADDITIONAL EXPENSE TO THE OWNER. MESA ASSUMES NO RESPONSIBILITY FOR ANY UTITILITES NOT SHOWN ON PLANS.
3. ALL PROPOSED AND FINISHED GRADES ARE BASED ON INFORMATION PROVIDED BY THE SURVEY AND/OR CIVIL ENGINEER. ANY DISCREPANCIES IN ACTUAL FIELD MEASUREMENTS ARE TO BE REPORTED TO THE LANDSCAPE ARCHITECT IMMEDIATELY.
4. PRIOR TO COMMENCEMENT OF HARDSCAPE CONSTRUCTION, ALL PIERS, FOOTINGS, AND WALLS ARE TO BE SURVEYED, LAID OUT, AND STAKED IN THE FIELD FOR REVIEW BY LANDSCAPE ARCHITECT. CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR ANY DEMOLITION, ADJUSTMENTS, OR RECONSTRUCTION OF HARDSCAPE CONSTRUCTION RESULTING FROM UNAUTHORIZED CONSTRUCTION.
5. CONTRACTOR IS RESPONSIBLE TO PROVIDE AND INSTALL ALL ITEMS PER DRAWINGS AND SPECIFICATIONS. ANY QUANTITIES PROVIDED BY MESA ARE PROVIDED FOR CONVENIENCE ONLY. CONTRACTORS ARE TO BID PER THEIR OWN VERIFIED QUANTITIES AND PER THE INTENT OF THE DRAWINGS. NOTIFY LANDSCAPE ARCHITECT OF ANY MAJOR DISCREPANCIES.
6. SITE EASEMENTS, BUILDING SETBACKS, BUILDING LOCATIONS, STREETS, PARKING LOTS AND UTILITIES HAVE BEEN SUPPLIED TO MESA BY THE PROJECT CIVIL ENGINEER. REFER TO CIVIL ENGINEERS DRAWINGS FOR ADDITIONAL INFORMATION.

CONCRETE NOTES:

See civil drawings for concrete notes

PLANTING NOTES: GRASS ESTABLISHMENT

1. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES, AND LINE RUNS IN THE FIELD PRIOR TO THE INSTALLATION OF ANY PLANT MATERIAL.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ADVISE THE LANDSCAPE ARCHITECT OF ANY CONDITION FOUND ON THE SITE WHICH PROHIBITS INSTALLATION AS SHOWN ON THE DRAWINGS.
3. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ALL COORDINATION WITH OTHER CONTRACTORS ON SITE AS REQUIRED TO ACCOMPLISH ALL PLANTING OPERATIONS.
4. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AND MUST BE REPLACED WITH PLANT MATERIAL OF SAME VARIETY AND SIZE IF DAMAGED, DESTROYED, DEAD AND/OR REMOVED.
5. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FINE GRADING AND REMOVAL OF DEBRIS PRIOR TO PLANTING IN ALL AREAS.
6. FINAL FINISHED GRADING SHALL BE REVIEWED BY THE LANDSCAPE ARCHITECT. CONTRACTOR IS RESPONSIBLE FOR ANY ADDITIONAL TOPSOIL REQUIRED TO CREATE A SMOOTH CONDITION SUITABLE FOR PLANTING.
7. ALL QUANTITIES LISTED IN THE DRAWINGS ARE FOR INFORMATION ONLY. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL QUANTITIES AND TO PROVIDE ALL MATERIALS NECESSARY FOR FULL COVERAGE IN ALL PLANTING AREAS AS SPECIFIED ON THE DRAWINGS.

IRRIGATION NOTES

1. CONTRACTOR SHALL INVESTIGATE ALL EXISTING IRRIGATION COMPONENTS/ FLAG ALL HEADS, VALVE BOXES, AND OTHER IRRIGATION EQUIPMENT.
2. CONTRACTOR SHALL REROUTE EXISTING IRRIGATION SYSTEM TO FIT NEW TRAIL AND RELATED WORK/ MODIFY EXISTING SYSTEM TO PROVIDE IRRIGATION COVERAGE WITHIN AREAS THAT CURRENTLY HAVE AN IRRIGATION SYSTEM.
3. WITHIN ALL NON-IRRIGATED AREAS, CONTRACTOR SHALL PROVIDE TEMPORARY IRRIGATION AND/OR HAND WATERING TO ESTABLISH NEW TURF (SOD OR SEED) AREAS.

GRADING NOTES

1. WRITTEN DIMENSIONS AND GRADES PREVAIL OVER SCALED DIMENSIONS. NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES AND LINE RUNS.
3. MESA DESIGN GROUP ASSUMES NO RESPONSIBILITY FOR ANY EXCAVATION OR GRADING SHOWN ON SURVEY'S OR CIVIL ENGINEER'S PLANS. ALL PROPOSED AND FINISHED GRADES ARE BASED ON INFORMATION PROVIDED BY THE OWNERS SURVEY AND/OR CIVIL ENGINEER. ANY DISCREPANCIES IN FIELD MEASUREMENTS ARE TO BE REPORTED TO THE LANDSCAPE ARCHITECT AND/OR CIVIL ENGINEER IMMEDIATELY.
4. CONTRACTOR IS RESPONSIBLE FOR ALL FINAL QUANTITIES PER DRAWINGS AND SPECIFICATIONS. ANY QUANTITIES PROVIDED BY MESA DESIGN GROUP ARE PROVIDED FOR CONVENIENCE ONLY AND SHALL NOT BE CONSIDERED ABSOLUTE. LANDSCAPE ARCHITECT SHOULD BE NOTIFIED OF ANY GRADING DISCREPANCIES. CONTRACTORS ARE TO BID THEIR OWN VERIFIED QUANTITIES.
5. CONTRACTOR TO ENSURE THAT ALL GRADES COMPLY WITH ADA AND TAS STDS. LONGITUDINAL SLOPES MAX 4.9% AND CROSS SLOPES MAX 1.9%. NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
6. AFTER CONSTRUCTION, CONTRACTOR TO ENSURE POSITIVE DRAINAGE AND NOTIFY LANDSCAPE ARCHITECT TO ANY DIFFICULTIES.

MATERIAL LEGEND:

CONCRETE PRODUCTS

C-1 STANDARD CONCRETE PAVING

MANUFACTURER: LOCAL
PRODUCT: STANDARD GRAY CONCRETE; 3000 PSI; LIGHT BROOM FINISH

BASE BID

C-2 STAINED CONCRETE PAVING

SUPPLIER: SCOFIELD LITHOCHROME CHEMSTAIN. COLOR TO BE SELECTED AFTER MOCK-UP SAMPLES. COLOR SUGGESTED: CS-14 "DARK WALNUT," APPLY PER MANUFACTURER'S SPECIFICATIONS. LOCAL SCOFIELD REP. JIM ORELLA 972.639.3730.

C-3 STAINED ACCENT BAND CONCRETE PAVING

SYMBOLS LEGEND:

℄ CENTER LINE

LIMIT OF WORK

MATCHLINE

P.O.B. POINT OF BEGINNING/ WORK POINT

A/L4.00 ENLARGEMENT REFERENCE

DETAIL NUMBER
A/L4.00
SHEET NUMBER
DETAIL REFERENCE

X/LXXX DETAIL/ SHEET NUMBER ELEVATION REFERENCE

X/LXXX DETAIL/ SHEET NUMBER SECTION REFERENCE

SE-2 MATERIAL REFERENCE

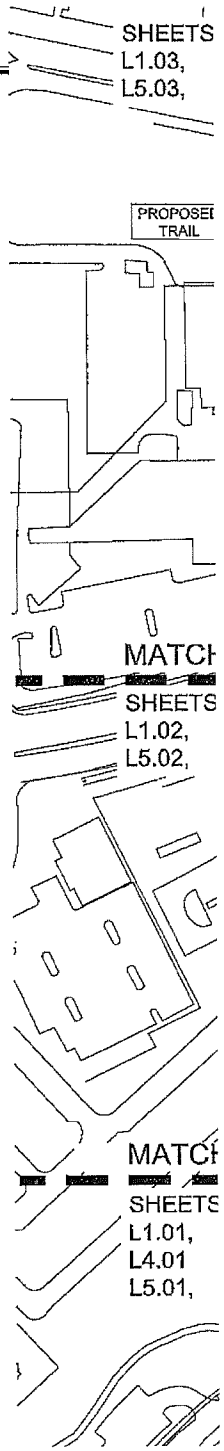
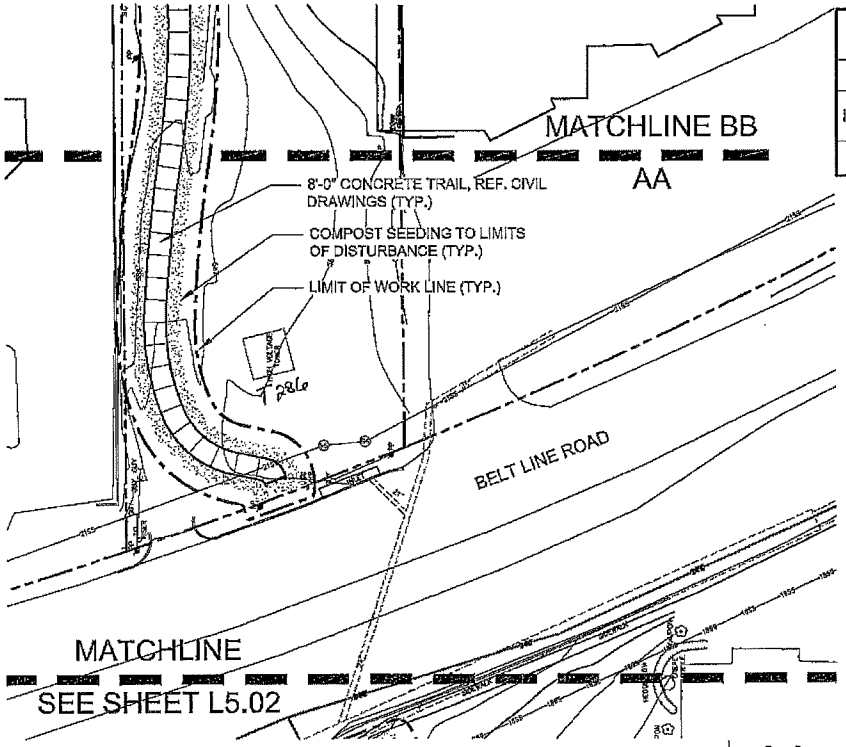


Exhibit C

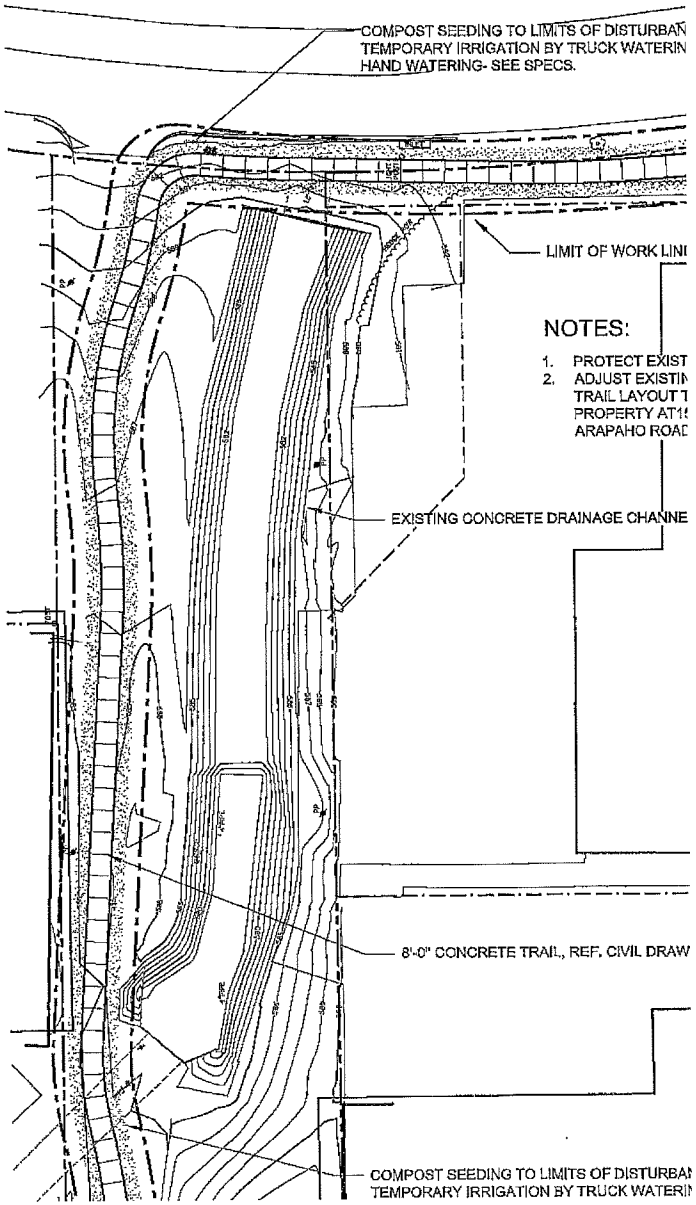


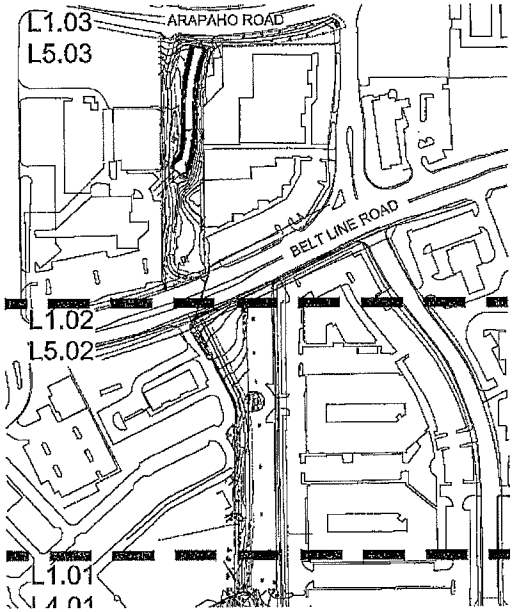
Planting Plan (North) | AA

Scale: 1" = 30'-0" | L5.03

PLANT QUANTITY	PLANT SYMBOL	COMMON NAME BOTANICAL NAME	SIZE MIN.	HEIGH MIN.
19,000 SF		THUNDER TURF (IRRIGATED) FROM NATIVE AMERICAN SEED	COMPOST-SEEDING	N/A

NOTE: ALL QUANTITIES ARE APPROXIMATE AND PROVIDED AS A CONVENIENCE ONLY. ALL CONTRA



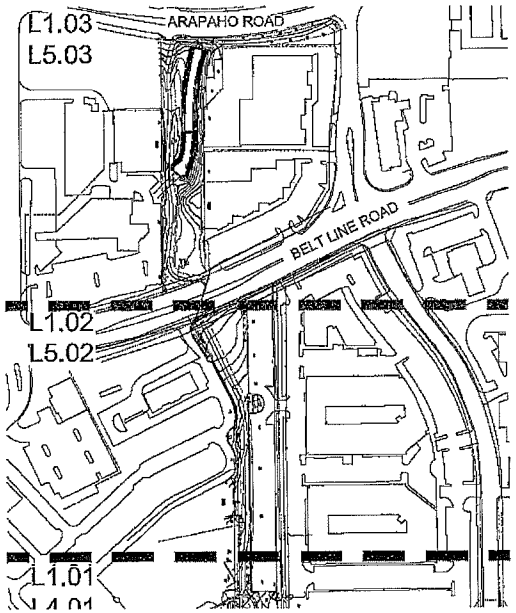


NOTE:

CONTRACTOR IS RESPONSIBLE FOR ALL AREAS DISTURBED DURING CONSTRUCTION, WHETHER DEPICTED IN PLANS OR NOT. SEEDING/SODDING AND WATERING SHALL BE INCLUDED IN BID TO ENSURE STABILIZATION OF GROUND PLANE RESULTING FROM CONSTRUCTION.

Exhibit C

LANDSCAPE LEGEND
COMPOST SEEDING THUNDER TURF FROM NATIVE AMERICAN OR APPROVED EQUAL



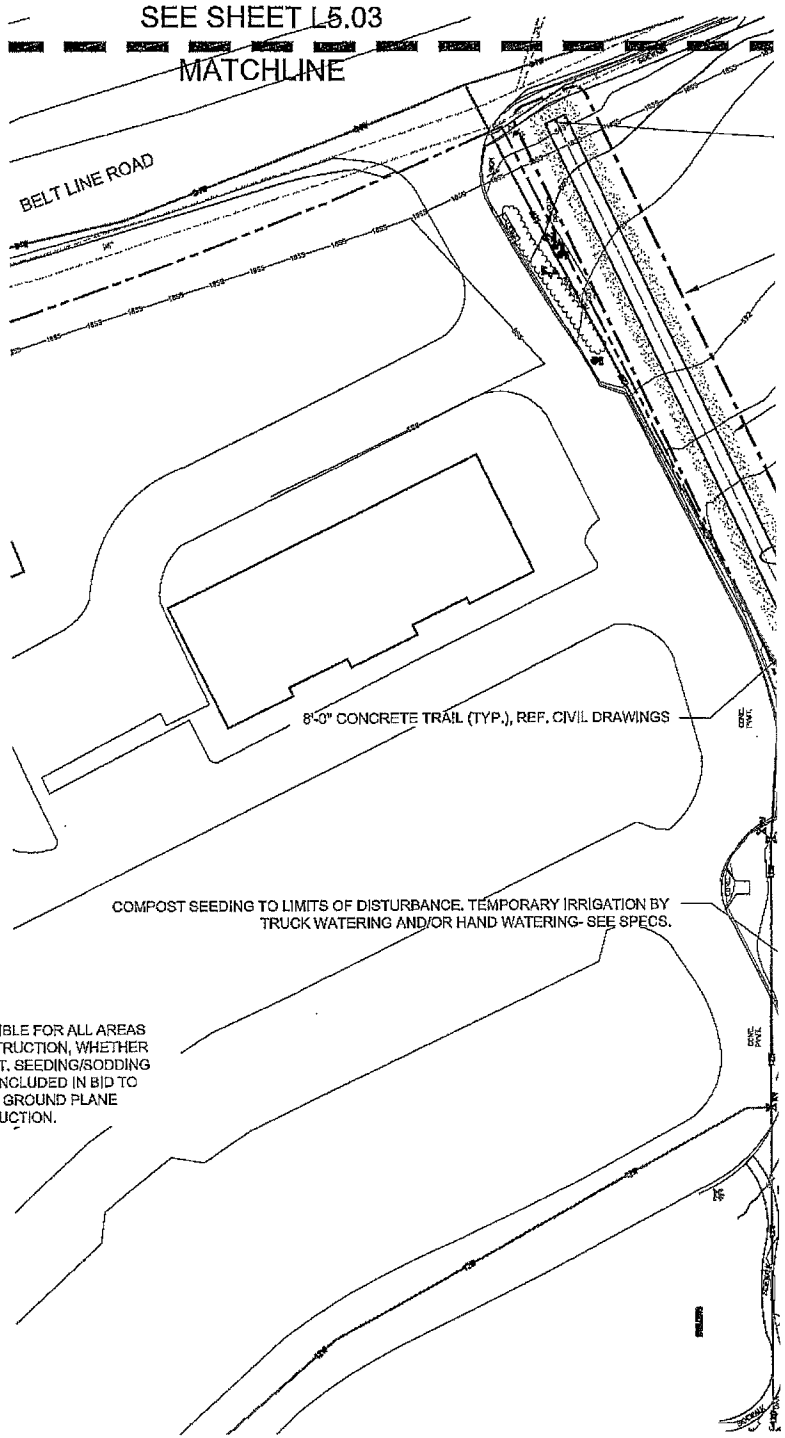


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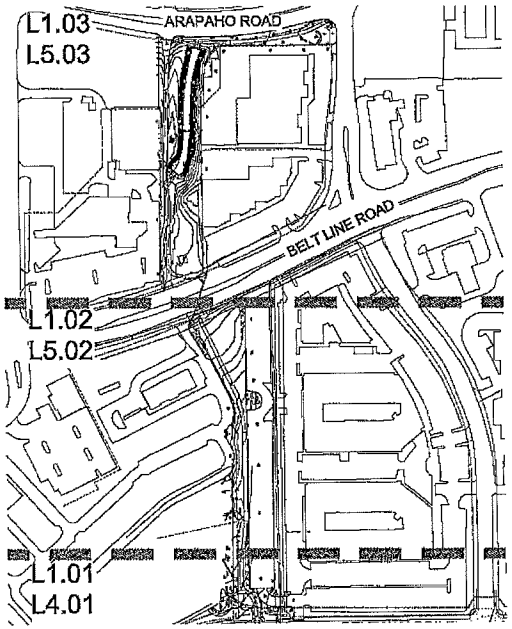
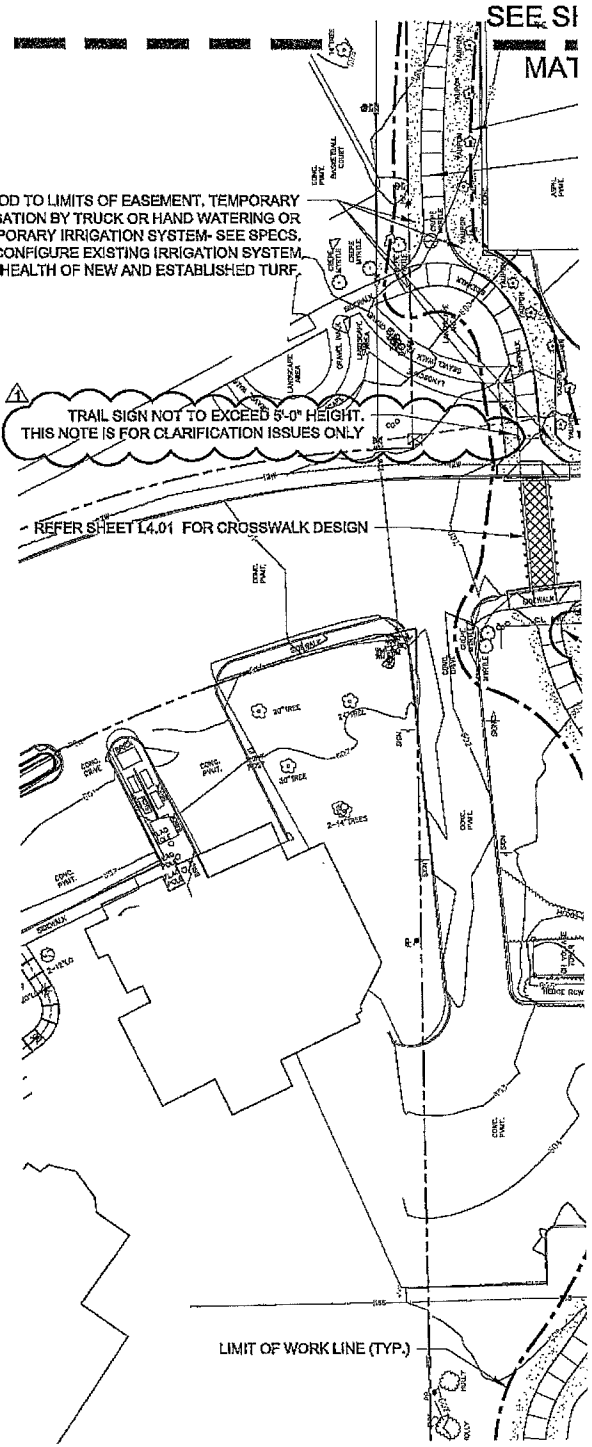
Exhibit C

LANDSCAPE LEGEND
SOLID SOD BERMUDA GRASS SOD OR APPROVED EQUAL



NOTE:

CONTRACTOR IS RESPONSIBLE FOR ALL AREAS DISTURBED DURING CONSTRUCTION, WHETHER DEPICTED IN PLANS OR NOT. SEEDING/SODDING AND WATERING SHALL BE INCLUDED IN BID TO ENSURE STABILIZATION OF GROUND PLANE RESULTING FROM CONSTRUCTION. ANY IRRIGATION LINES DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED OR CAPPED PER TOWN OF ADDISON DISCRETION. CONTRACTOR SHALL PROVIDE SCHEDULE 40 SLEEVING OF APPROPRIATE SIZE FOR EXISTING PIPING AND WIRING WHERE SYSTEM CROSSES THE PROPOSED TRAIL AND COORDINATE IRRIGATION HEAD RELOCATION WITH THE TOWN.



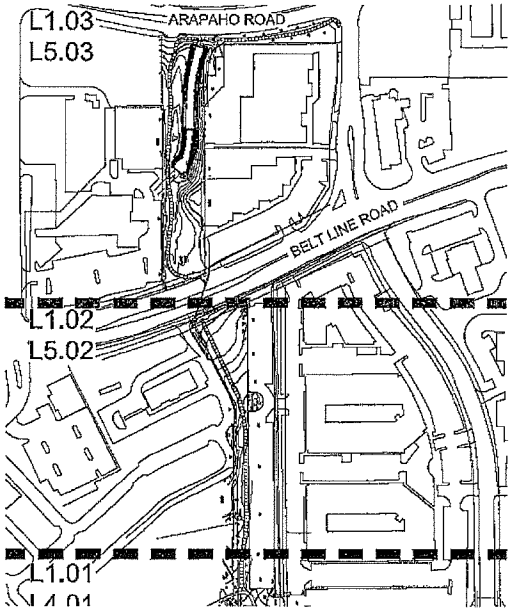
NOTES: PEDESTRIAN CROSSWALK

BASE BID SHALL INCLUDE THE FOLLOWING:

1. POWER WASH AND CLEAN APPROX. 400 SF EXISTING CONCRETE ACCORDING TO MANUFACTURER'S RECOMMENDATIONS
2. SAW CUT CONCRETE AS NOTED ON PLAN ENLARGEMENT THIS SHEET
3. APPLY CHEMICAL STAIN (2 COLOR) AS DESCRIBED ON PLAN ENLARGEMENT THIS SHEET

ADD ALTERNATE:

1. SAW CUT, REMOVE AND DISPOSE OF EXISTING CONCRETE PER CIVIL ENGINEER'S TRAFFIC SAFETY PLAN AND SPECIFICATIONS
2. PLACE AND FINISH INTEGRAL COLORED CONCRETE AS DESCRIBED ON PLAN ENLARGEMENT THIS SHEET
3. APPLY COLOR WAX CURING COMPOUND PER MANUFACTURER'S SPECIFICATIONS



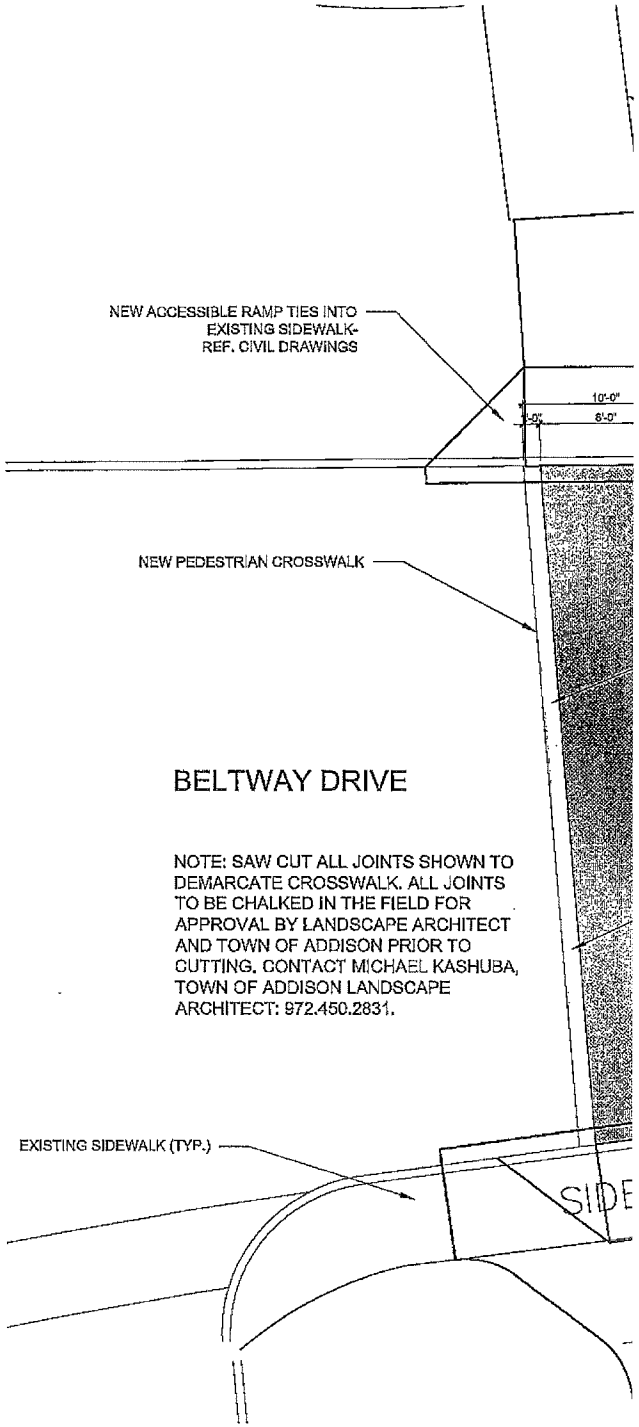
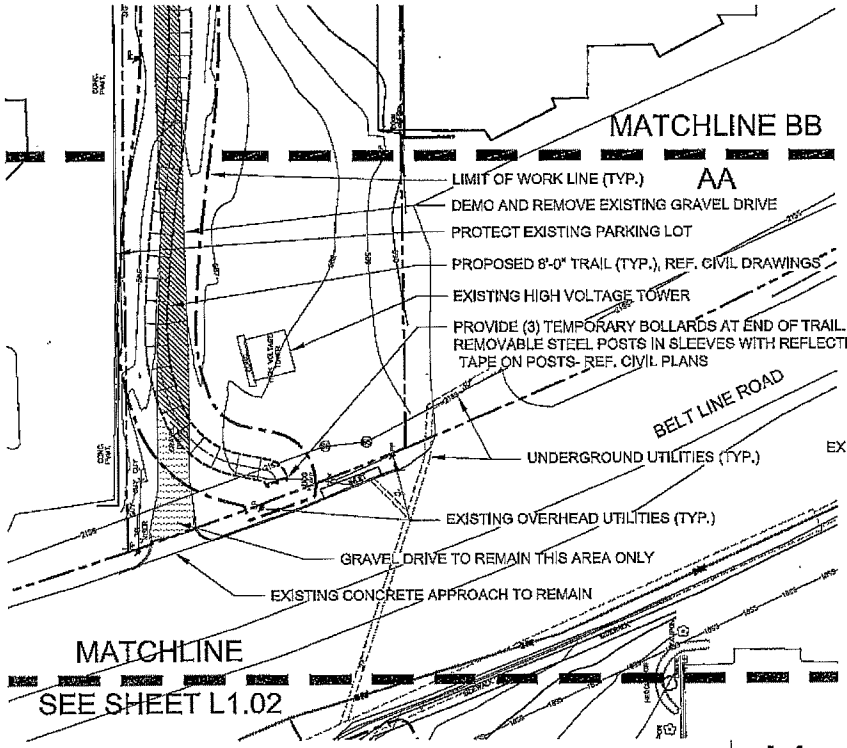
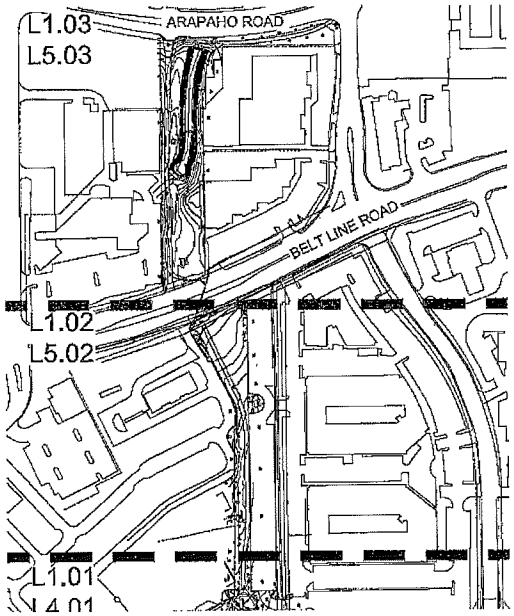


Exhibit C



Demolition Plan (North) | AA

Scale: 1" = 30'-0" | L1.03



NOTES:

1. ROOT PRUNE TREES AND SAW CUT ROOT MASS 12" FROM EDGE OF NEW TRAIL.
2. ADJUST EXISTING IRRIGATION SYSTEM TO FIT NEW TRAIL LAYOUT THIS AREA ADJACENT T THIS PROPERTY AT15105 SURVEYOR BLVD ADJACENT TO ARAPAHO ROAD.
3. TOPSOIL REMOVED FROM TRAIL CONSTRUCTION SHALL BE USED TO REPLACE MATERIAL REMOVED IN GRAVEL ROAD DEMOLITION.
4. REFER CIVIL ENGINEER'S DRAWINGS FOR TRAIL CONSTRUCTION, GRADING, TRAFFIC AND EROSION CONTROL SHEETS. CLEAN-UP OF DEBRIS FROM DEMOLITION SHALL BE PERFORM ON A DAILY BASIS AND PER THE DIRECTION OF THE TOWN OF ADDISON.
5. ANY IRRIGATION LINES DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED OR CAPPE PER TOWN OF ADDISON DISCRETION.
6. TOWN OF ADDISON CONTACT: MICHAEL KASHUBA, LANDSCAPE ARCHITECT 972.450.2831

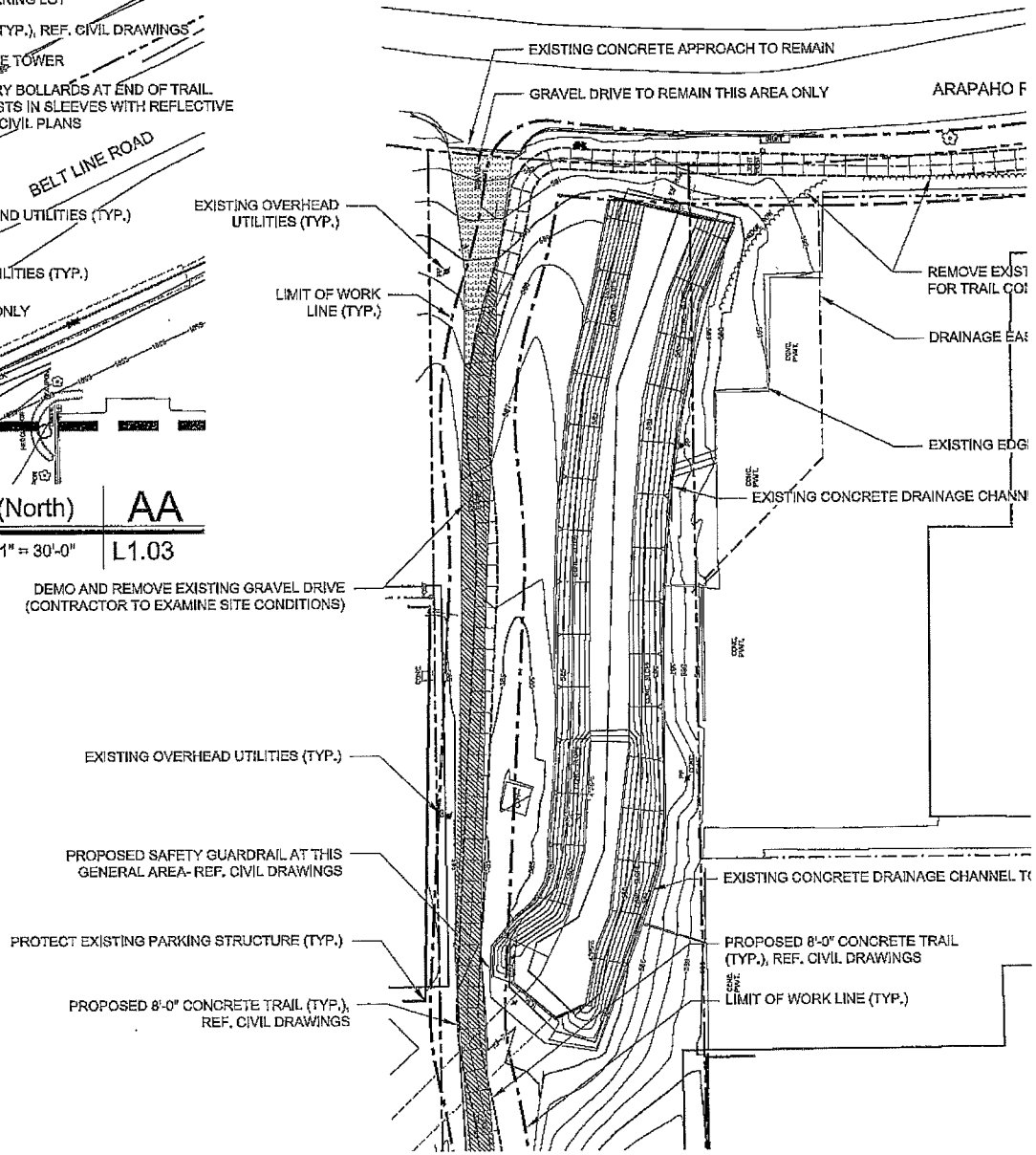
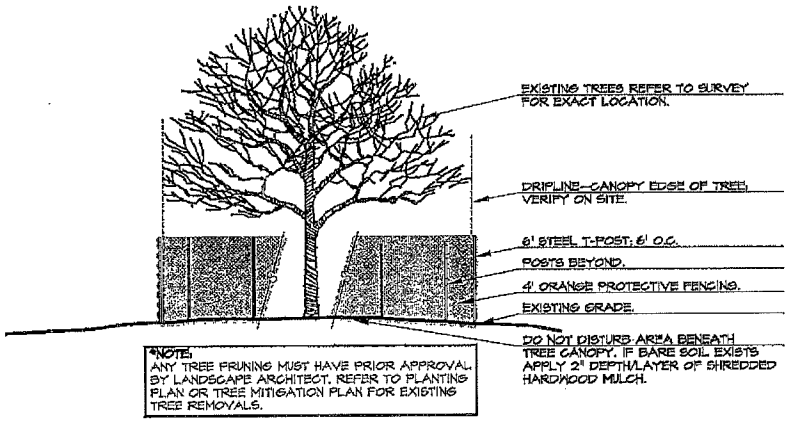
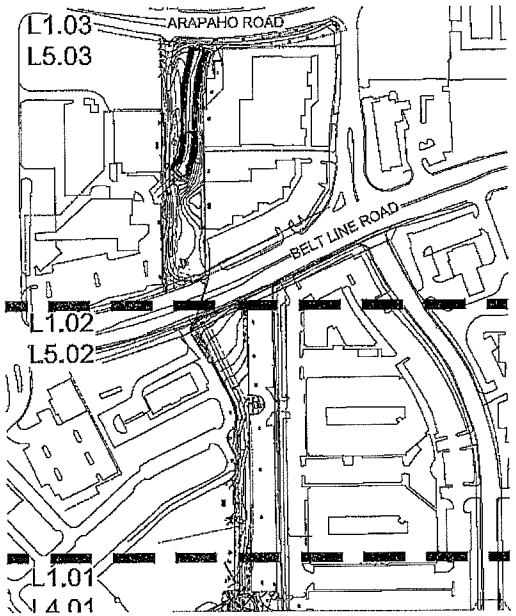


Exhibit C



Tree Preservation Detail | A

Scale: 1/4" = 1'-0" | L1.02



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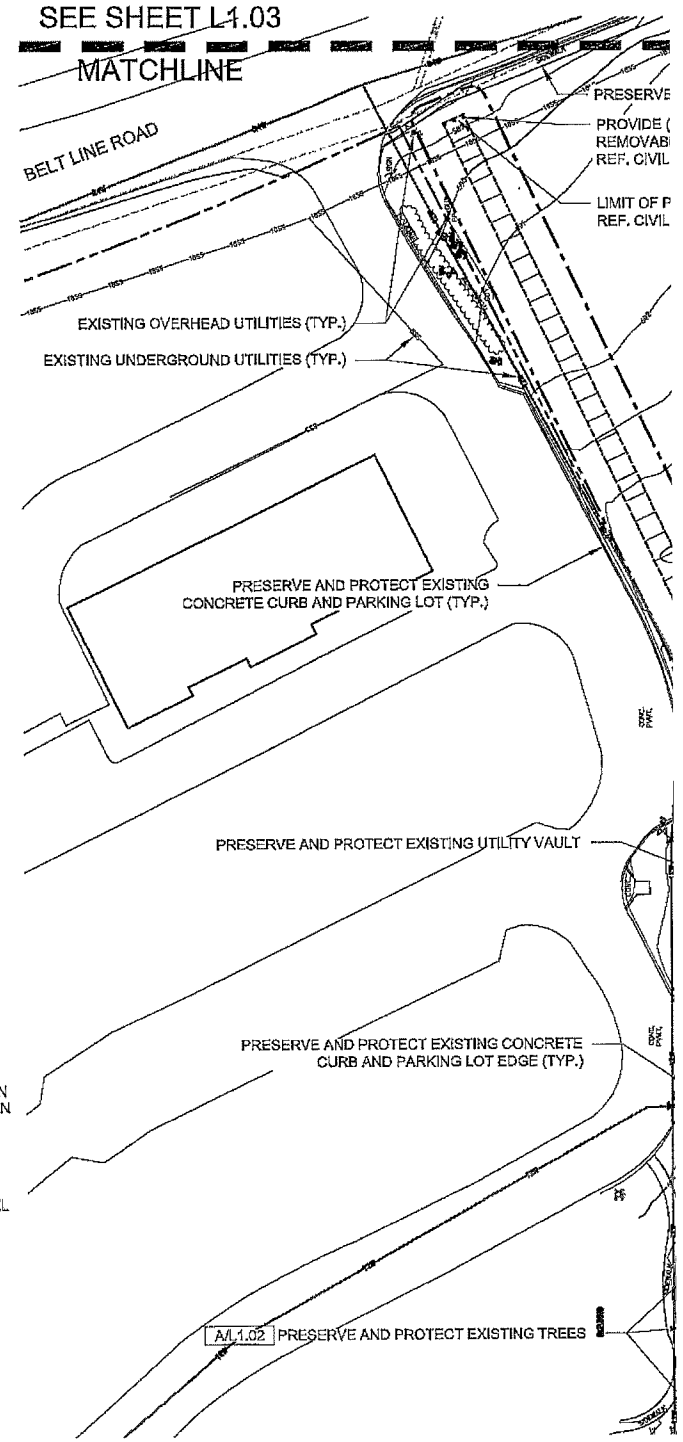

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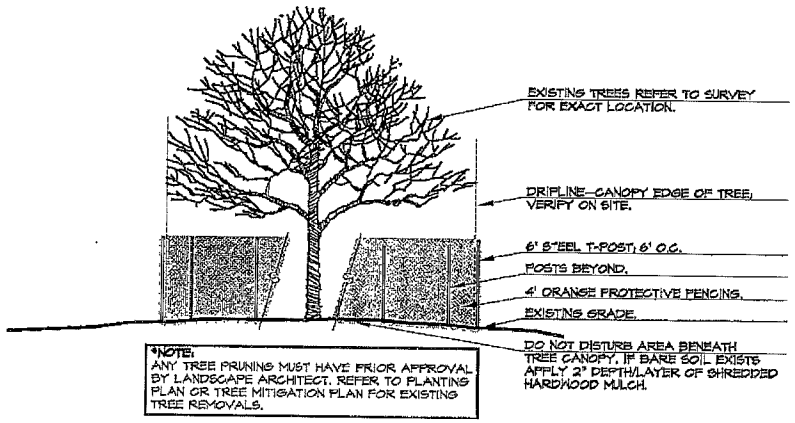
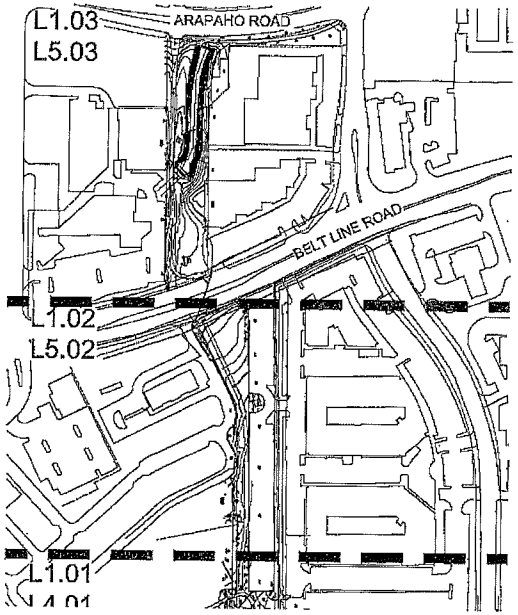


Tree Preservation Detail | A

Scale: 1/4" = 1'-0" | L1.01



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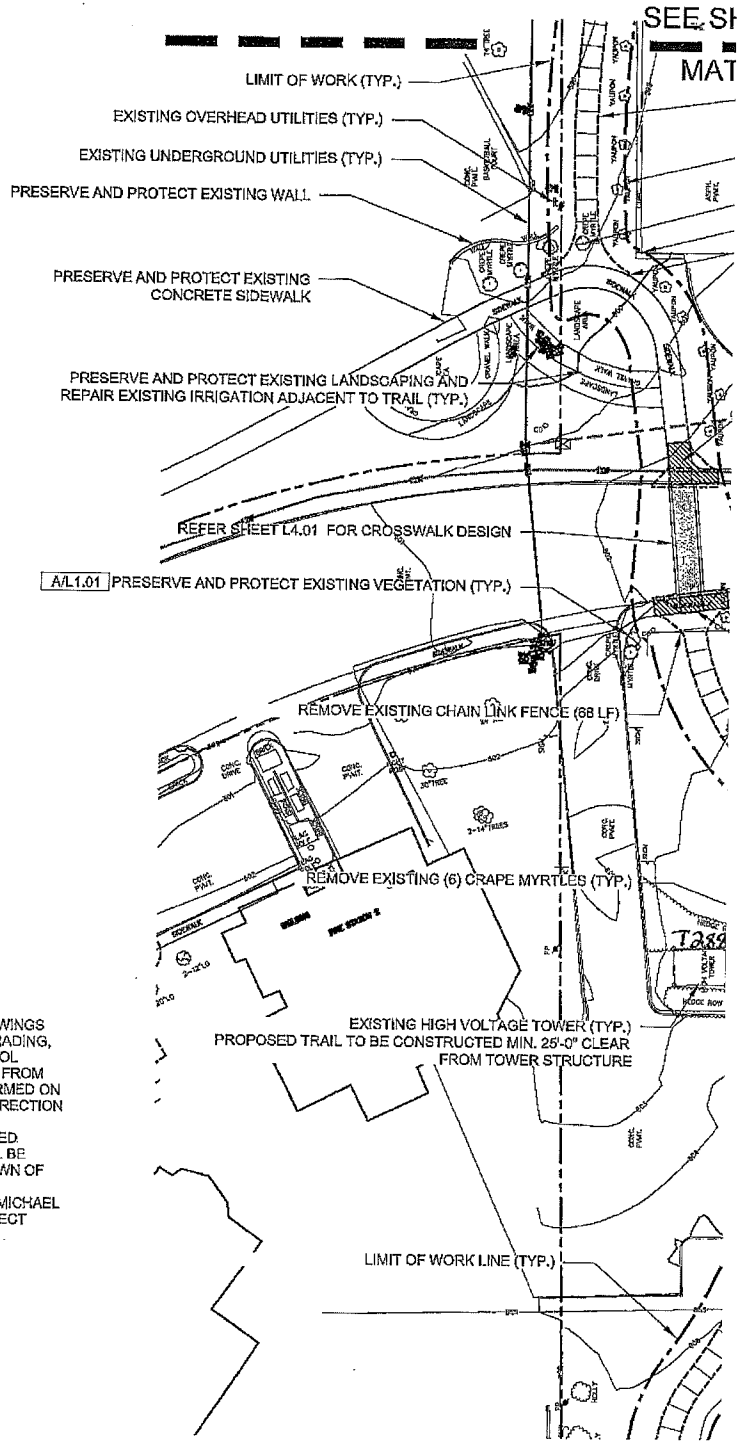


GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE CONSTRUCTION STANDARDS OF THE TOWN OF ADDISON AND GOVERNED BY THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENT'S (NCTCOG) STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 3RD EDITION.
2. IN CASE OF CONFLICT OR CONTRADICTIONS BETWEEN THE CONSTRUCTION STANDARDS OF THE TOWN OF ADDISON AND THE NCTCOG SPECIFICATIONS, THE CONSTRUCTION STANDARDS OF THE TOWN OF ADDISON PRESIDE.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS WITH THE OWNERS OF UNDERGROUND FACILITIES PRIOR TO WORKING IN THE AREA TO CONFIRM THEIR LOCATION. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL UNDERGROUND FACILITIES.
4. WHERE EXISTING UTILITIES OR SERVICE LINES ARE CUT, BROKEN OR DAMAGED, THE CONTRACTOR SHALL REPLACE OR REPAIR THE UTILITIES OR SERVICE LINES WITH THE SAME TYPE OF ORIGINAL MATERIAL AND CONSTRUCTION, OR BETTER, UNLESS OTHERWISE SHOWN OR NOTED ON THE PLANS, AT HIS OWN COST AND EXPENSE. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE TOWN AT ONCE OF ANY CONFLICTS IN GRADES AND ALIGNMENT.
5. FOR FRANCHISE UTILITY LOCATOR SERVICES, CALL TEXAS 811.
6. THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY CONSTRUCTION TO ORIGINAL CONDITION OR BETTER. RESTORED AREAS INCLUDE, BUT ARE NOT LIMITED TO TRENCH BACKFILL, SIDE SLOPES, FENCES, CULVERT PIPES, DRAINAGE DITCHES, IRRIGATION, SODDING OR SEEDING, DRIVEWAYS, PRIVATE YARDS AND ROADWAYS.
7. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT EXISTING FACILITIES FROM DAMAGE. ANY DAMAGE TO EXISTING FACILITIES RESULTING FROM CONSTRUCTION WORK SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
8. ALL EXCESS EXCAVATED MATERIAL AND STRIPPINGS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF IN A PROPER MANNER OFF THE PROJECT SITE.

SAFETY

1. ALL CONTRACTORS AND DEVELOPERS, WITH THEIR EMPLOYEES AND AGENTS, SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL SAFETY LAWS AND REGULATIONS INCLUDING BUT NOT LIMITED TO THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, ORDINANCES, RULES, REGULATIONS AND ORDERS OR ANY PUBLIC AUTHORITY HAVING JURISDICTION FOR THE SAFETY OF PERSONS OR PROPERTY TO PROTECT THEM FROM DAMAGE, INJURY OR LOSS. THE CONTRACTOR SHALL PROVIDE, ERECT AND MAINTAIN, AS REQUIRED BY EXISTING CONDITIONS AND PROGRESS OF THE WORK, ALL REASONABLE SAFEGUARDS FOR SAFETY AND PROTECTION, INCLUDING PROVIDING AND MAINTAINING SIGNS IN ACCORDANCE WITH THE MOST CURRENT BARRICADE AND CONSTRUCTION STANDARDS FROM THE TEXAS MANUAL OF UNIFORM CONTROL DEVICES (AND OTHER SUCH BARRICADES AND SIGNS AS DEEMED NECESSARY BY THE TOWN ENGINEER), PROMULGATED SAFETY REGULATIONS AND NOTIFYING OWNERS AND USERS OF ADJACENT UTILITIES. SAFETY PRECAUTIONS SHALL INCLUDE BUT NOT BE LIMITED TO COMPLIANCE WITH ALL FEDERAL, STATE AND LOCAL STANDARDS, LAWS, ORDINANCES AND STANDARDS FOR DESIGN AND IMPLEMENTATION OF TRENCH SAFETY, CONFINED SPACE, TRAFFIC CONTROL, AND UTILITY NOTIFICATION.

PAVING – GENERAL NOTES

1. REINFORCED CONCRETE PAVEMENT:
   - A. CONCRETE STRENGTH SHALL BE AS SHOWN IN ITEM 3 (NCTCOG LATEST EDITION).
   - B. ALL CURBS SHALL BE INTEGRAL WITH PAVEMENT AND SHALL BE OF THE SAME STRENGTH AS CONCRETE PAVEMENT.
   - C. DETAIL AND ARRANGEMENT OF PAVEMENT JOINTS, ALL TYPES, SHALL BE AS SHOWN ON THE TOWN STANDARD CONSTRUCTION DETAILS UNLESS OTHERWISE NOTED.
   - D. BAR LAPS SHALL BE THIRTY DIAMETERS.
   - E. REINFORCING STEEL SHALL BE AS SHOWN ON THE TOWN STANDARD CONSTRUCTION DETAILS UNLESS OTHERWISE NOTED.
2. REBAR SHALL BE SUPPORTED BY BAR CHAIRS OR OTHER DEVICES APPROVED BY TOWN ENGINEER.
3. PAVEMENT THICKNESS AND STRENGTHS SHALL BE AS FOLLOWS:

   STREET – 8" CLASS "P1" OR "P2."
   SIDEWALK AND BFR's–6"–CLASS "A"
4. CONCRETE MIX DESIGN SHALL BE AS DEFINED BY NCTCOG 303.3.
5. ONCE A CURB ABUTTING A THOROUGHFARE HAS BEEN SAWCUT AND REMOVED, THE CONTRACTOR MUST REPLACE THE CONCRETE WITH A NEW POUR (i.e. DRIVEWAY) WITHIN 14 CALENDAR DAYS. LIQUIDATED DAMAGES WILL BE ASSESSED AT $500 PER DAY FOR EACH CALENDAR DAY IN EXCESS OF 14 CALENDAR DAYS.
6. ALL SIDEWALKS AND ACCESSIBLE ROUTES SHALL HAVE A MAXIMUM LONGITUDINAL SLOPE OF 5% AND A MAXIMUM CROSS SLOPE OF 2%
7. SPACING AND CONSTRUCTION OF JOINTS SHALL CONFORM TO TOWN OF ADDISON CONCRETE SIDEWALK EXPANSION JOINT DETAIL UNLESS OTHERWISE NOTED.
8. ALL SIDEWALK REINFORCEMENT SHALL BE #3 STEEL 24" O.C. (TRANSVERSE) 16" O.C. (LONGITUDINAL) TIED TO #3 SMOOTH DOWELS AND SET UPON CHAIRS.
9. 1–INCH CUSHION SAND REQUIRED ON SUBGRADE COMPACTED WITHIN 95% STANDARD PROCTOR DENSITY.
10. POURS SHALL REQUIRE A PRE–POUR INSPECTION FOR FORMWORK, REINFORCEMENT AND GEOMETRY. VISUAL INSPECTIONS MAY BE MADE AFTER THE POUR TO ADDRESS TOOLED JOINTS, FINISH, SUBGRADE INTEGRITY, ETC.

GENERAL NOTES FOR PEDESTRIAN FACILITIES

1. ALL SLOPES ARE MAXIMUM ALLOWABLE. THE LEAST POSSIBLE SLOPE THAT WILL STILL DRAIN PROPERLY SHOULD BE USED. ADJUST CURB RAMP LENGTH OR GRADE OF APPROACH SIDEWALKS AS DIRECTED.
2. LANDINGS SHALL BE 5'X5' MINIMUM WITH A MAXIMUM 2% SLOPE IN ANY DIRECTION.
3. MANEUVERING SPACE AT THE BOTTOM OF CURB RAMPS SHALL BE A MINIMUM OF 4'X4' WHOLLY CONTAINED WITHIN THE CROSSWALK AND WHOLLY OUTSIDE THE PARALLEL VEHICULAR TRAVEL PATH.
4. MAXIMUM ALLOWABLE CROSS SLOPE ON SIDEWALK AND CURB RAMP SURFACES IS 2%
5. CURB RAMPS WITH RETURNED CURBS MAY BE USED ONLY WHERE PEDESTRIANS WOULD NOT NORMALLY WALK ACROSS THE RAMP, EITHER BECAUSE THE ADJACENT SURFACE IS PLANTING OR OTHER NON–WALKING SURFACE OR BECAUSE THE SIDE APPROACH IS SUBSTANTIALLY OBSTRUCTED. OTHERWISE, PROVIDE FLARED SIDES.
6. ADDITIONAL INFORMATION ON CURB RAMP LOCATION, DESIGN, LIGHT REFLECTIVE VALUE AND TEXTURE MAY BE FOUND IN THE CURRENT EDITION OF THE TEXAS ACCESSIBILITY STANDARDS (TAS) AND 16 TAC §68.102.
7. CURB RAMPS SHALL BE ALIGNED WITH THEORETICAL CROSSWALKS, OR AS DIRECTED BY THE TOWN ENGINEER.
8. HANDRAILS ARE NOT REQUIRED ON CURB RAMPS. PROVIDE CURB RAMPS WHEREVER ON ACCESSIBLE ROUTE CROSSES (PENETRATES) A CURB.
9. FLARE SLOPE SHALL NOT EXCEED 10% MEASURED ALONG CURB LINE.
10. BARRIER FREE RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT EDITION OF THE TEXAS ACCESSIBILITY STANDARDS (TAS).
11. ALL BARRIER FREE RAMPS MUST PASS AN INDEPENDENT INSPECTION. A LETTER OF COMPLIANCE ACCEPTANCE IS REQUIRED PRIOR TO FINAL ACCEPTANCE BY THE TOWN OF ADDISON.
12. STREETS ON STEEP GRADE WILL REQUIRE LONGER TRANSITION ON UPGRADE SIDE.
13. MAXIMUM SLOPE ON RAMP PORTION SHALL NOT EXCEED 1" PER FOOT AT ANY LOCATION. VERTICAL DISTANCE BETWEEN STREET AND RAMP SHALL NOT EXCEED ¼".

GENERAL NOTES FOR DETECTABLE WARNINGS

1. CURB RAMPS MUST CONTAIN A DETECTABLE WARNING SURFACE THAT CONSIST OF RAISED TRUNCATED DOMES COMPLYING WITH SECTION 4.29 OF THE TEXAS ACCESSIBILITY STANDARDS (TAS). THE SURFACE MUST CONTRAST VISUALLY WITH THE ADJOINING SURFACES, INCLUDING SIDE FLARES. FURNISH DARK RED COLORED DETECTABLE WARNING SURFACE ADJACENT TO UNCOLORED CONCRETE AND CREAM COLORED DETECTABLE WARNING SURFACE ADJACENT TO DARK RED COLORED BRICK PAVERS.
2. DETECTABLE WARNING SURFACES MUST BE SLIP RESISTANT AND NOT ALLOW WATER TO ACCUMULATE.
3. ALIGN TRUNCATED DOMES IN THE DIRECTION OF PEDESTRIAN TRAVEL WHEN ENTERING THE STREET.
4. DETECTABLE WARNING SURFACES SHALL BE A MINIMUM OF 24" IN DEPTH IN THE DIRECTION OF PEDESTRIAN TRAVEL, AND EXTEND THE FULL WIDTH OF THE CURB RAMP OR LANDING WHERE THE PEDESTRIAN ACCESS ROUTE ENTERS THE STREET.
5. DETECTABLE WARNING SURFACES SHALL BE LOCATED SO THAT THE EDGE NEAREST THE CURB LINE IS A MINIMUM OF 6" AND A MAXIMUM OF 8" FROM THE EXTENSION OF THE FACE OF CURB AND SHALL BE AN INTEGRAL PART OF THE WALKING SURFACE. DETECTABLE WARNING SURFACES MAY BE CURVED ALONG THE CORNER RADIUS.

GENERAL NOTES FOR DETECTABLE WARNING PAVER UNITS

1. DETECTABLE WARNING PAVER UNITS SHALL MEET OR EXCEED ALL REQUIREMENTS OF ASTM C–936, C–33, AND BE LAID IN A TWO BY TWO UNIT BASKET WEAVE PATTERN OR AS DIRECTED.
2. LAY FULL–SIZE UNITS FIRST FOLLOWED BY CLOSURE UNITS CONSISTING OF AT LEAST 25 PERCENT OF A FULL UNIT. CUT DETECTABLE WARNING PAVER UNITS USING A POWER SAW.

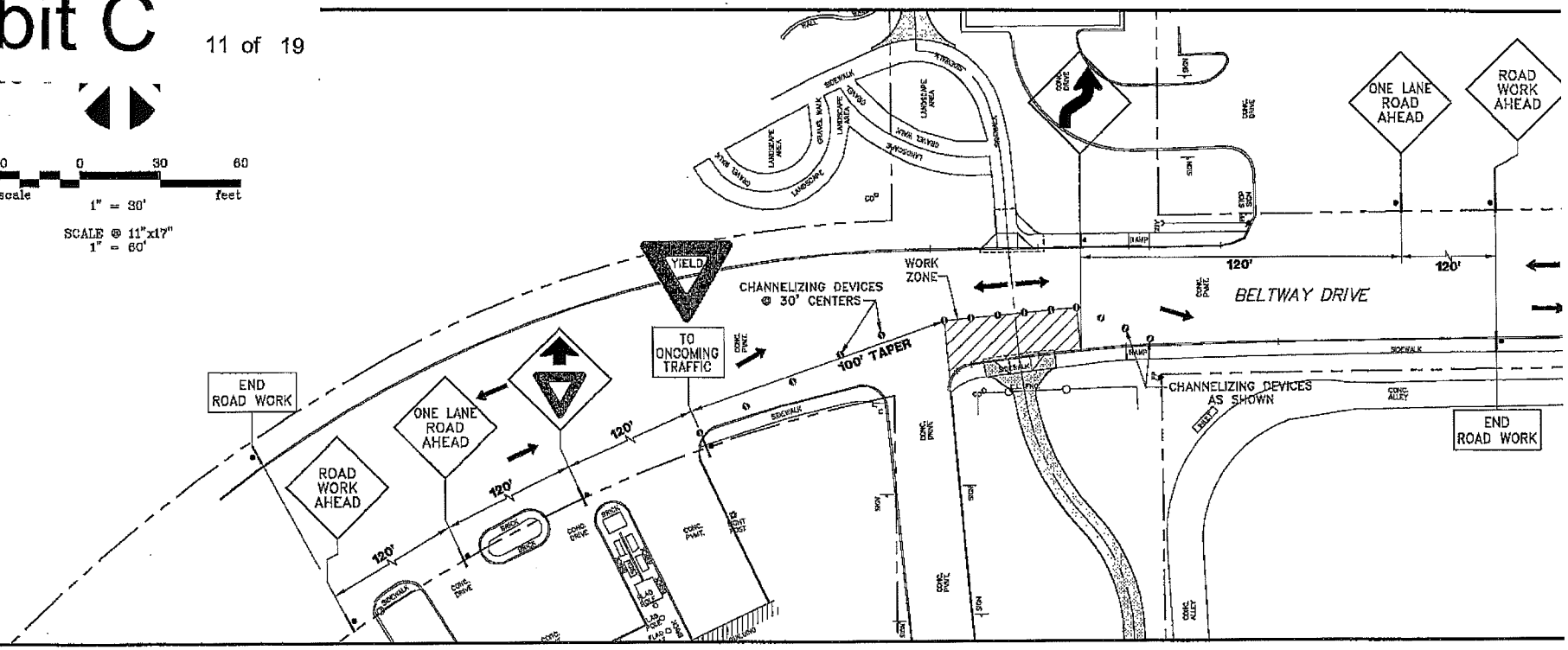
EROSION CONTROL PLAN NOTES

1. ALL OPERATORS AND/OR CONTRACTORS SHALL CONFORM TO THE TERMS AND CONDITIONS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), TPDES GENERAL PERMIT NO. TXR 150000 ISSUED AND DATED MARCH 5, 2003.
2. THE NOTICE OF INTENT (NOI), AS REQUIRED BY THE GENERAL PERMIT, MUST BE PROPERLY PREPARI AND DISPLAYED ON SITE AT ALL TIMES BY EACH OPERATOR.
3. ALL RELEASES OF THE REPORTABLE QUANTITIES OF HAZARDOUS SUBSTANCES SHALL BE REPORTED IMMEDIATELY TO THE FACILITY OPERATOR, EPA AND TCEQ.
4. QUALIFIED OPERATOR PERSONNEL MUST INSPECT THE SITE AT LEAST ONCE EVERY 14 DAYS AND WI 24 HOURS OF A STORM EVENT OF 0.5 INCHES OR GREATER. AS AN ALTERNATIVE, AN INSPECTION BE CONDUCTED ONCE EVERY SEVEN (7) CALENDAR DAYS ON A DEFINED DAY. A DECISION ON WHIC

Exhibit C

30 0 30 60
scale 1" = 30' feet

SCALE @ 11"x17"
1" = 60'



NOTES:

1. ALL SIGNAGE, BARRICADES, AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE LATEST REVISIONS OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (2011).
2. LOCATIONS SHOWN FOR SIGNAGE ARE APPROXIMATE; FINAL LOCATIONS MAY CHANGE DUE TO CONSTRUCTION CONDITIONS AND PRESENCE OF OTHER PHYSICAL FEATURES.

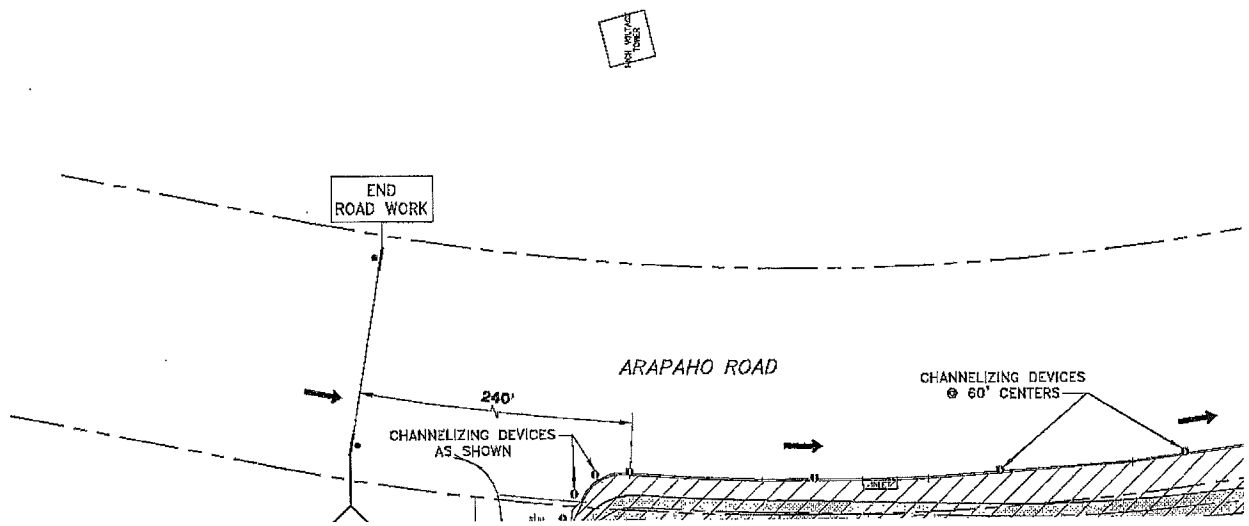


Exhibit C

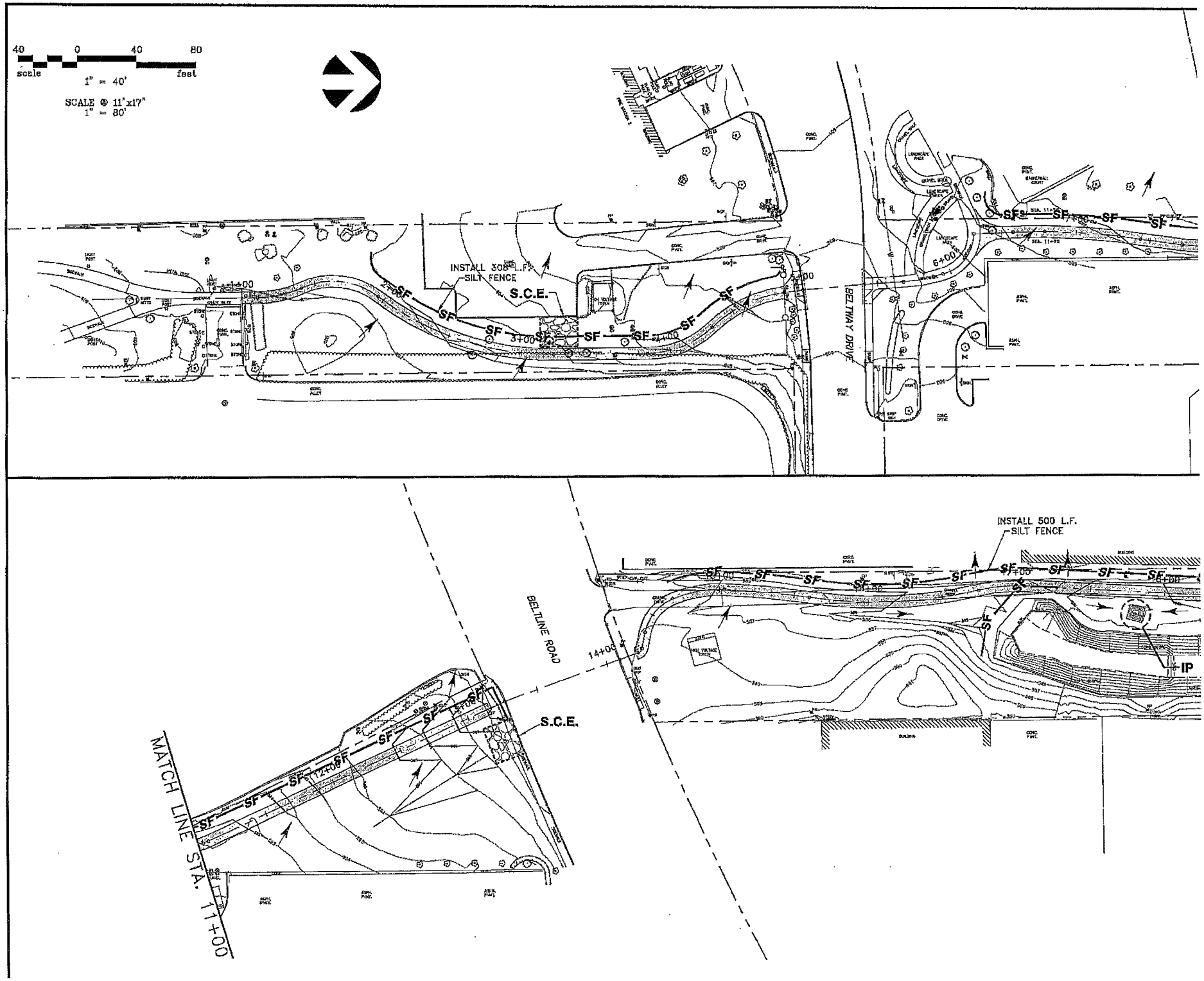
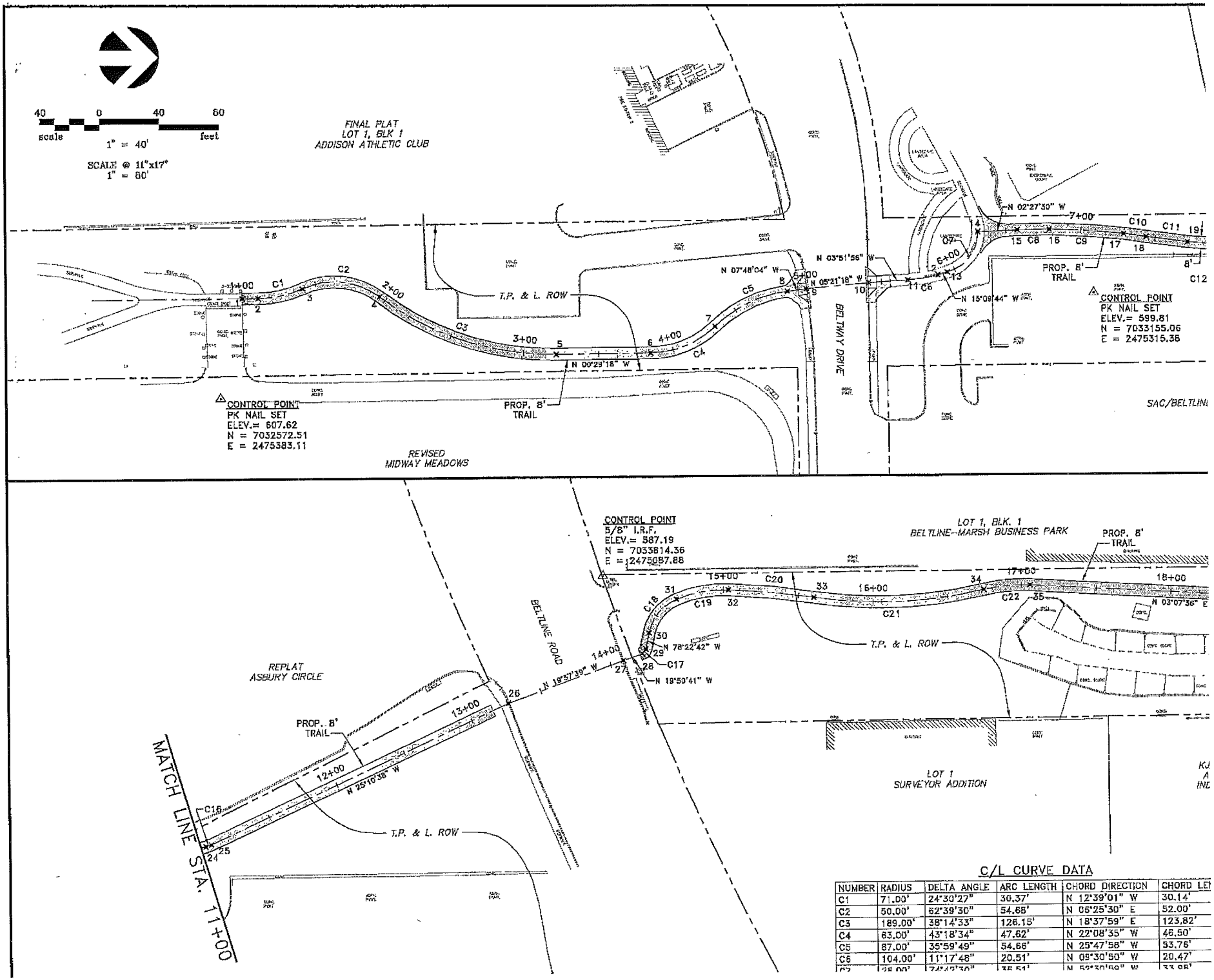

40 0 40 80
scale
feet
1" = 40'
SCALE @ 11"x17"
1" = 80'
INSTALL 308 L.F.
SILT FENCE
S.C.E.
SF
1+00
3+00
4+00
6+00
BELTWAY DRIVE
INSTALL 500 L.F.
SILT FENCE
14+00
IP
BELTLINE ROAD
S.C.E.
12+00
MATCH LINE STA. 11+00

Exhibit C



C/L CURVE DATA

NUMBER	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD DIRECTION	CHORD LE
C1	71.00'	24°30'27"	30.37'	N 12°39'01" W	30.14'
C2	50.00'	62°39'30"	54.68'	N 05°25'30" E	52.00'
C3	189.00'	38°14'33"	126.15'	N 18°37'59" E	123.82'
C4	63.00'	43°18'34"	47.62'	N 22°08'35" W	46.50'
C5	87.00'	35°59'49"	54.66'	N 25°47'58" W	53.76'
C6	104.00'	11°17'48"	20.51'	N 09°30'50" W	20.47'
C7	28.00'	74°42'30"	35.51'	N 52°30'50" W	33.08'

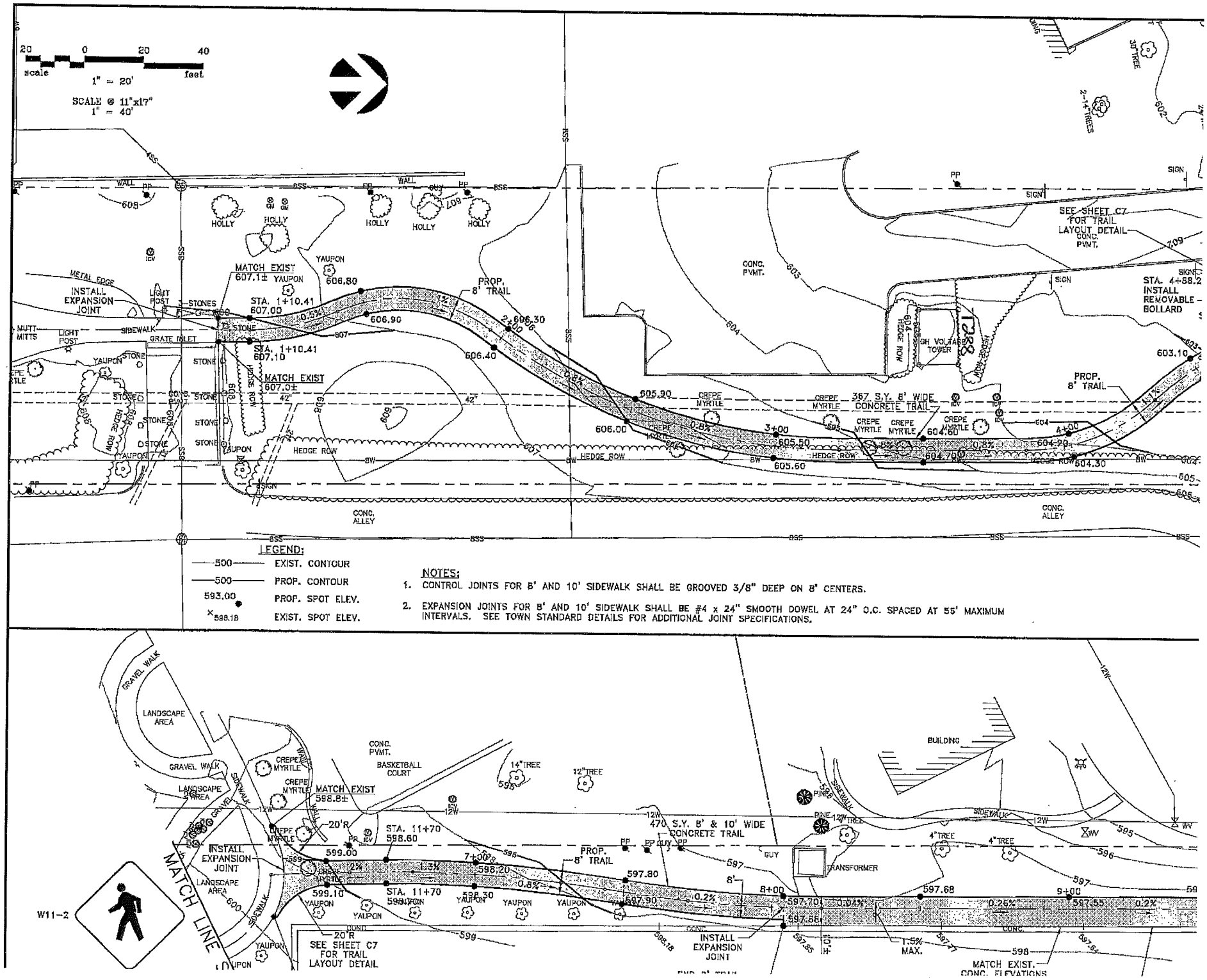
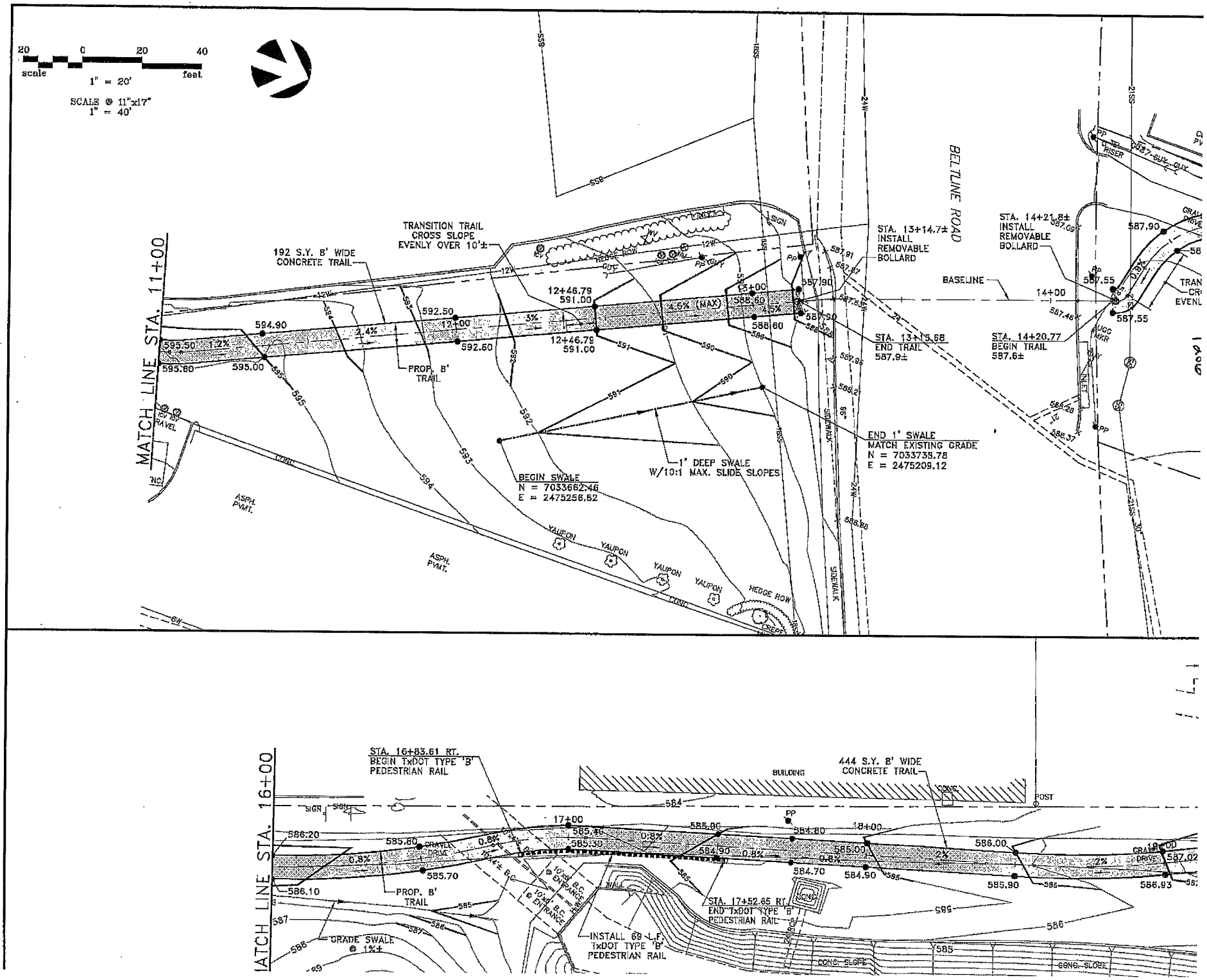
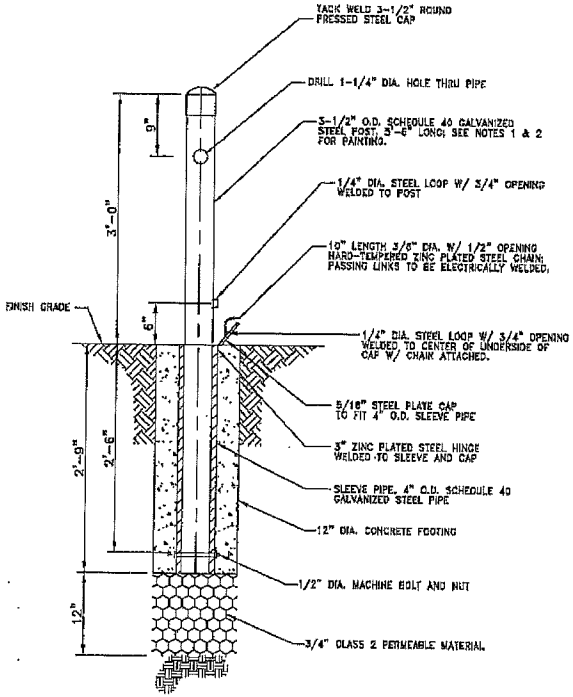

20 0 20 40
scale feet
1" = 20'
SCALE @ 11"x17"
1" = 40'
MATCH EXIST
607.1±
YAUPON
606.80
STA. 1+10.41
607.00
PROP.
8' TRAIL
606.90
606.30
606.40
STA. 1+10.41
607.10
MATCH EXIST
607.0±
INSTALL
EXPANSION
JOINT
METAL EDGE
LIGHT POST
3-STONES
SIDEWALK
GRATE INLET
MUTT MITTS
HOLLY
HEDGE ROW
CONC. PVMT.
CONC. ALLEY
SEE SHEET C7
FOR TRAIL
LAYOUT DETAIL
STA. 4+88.2
INSTALL
REMOVABLE
BOLLARD
367 S.Y. 8' WIDE
CONCRETE TRAIL
CREPE MYRTLE
605.90
606.00
605.50
605.60
604.60
604.70
604.29
604.30
603.10
LEGEND:
500 EXIST. CONTOUR
500 PROP. CONTOUR
593.00 PROP. SPOT ELEV.
598.18 EXIST. SPOT ELEV.
NOTES:
1. CONTROL JOINTS FOR 8' AND 10' SIDEWALK SHALL BE GROOVED 3/8" DEEP ON 8' CENTERS.
2. EXPANSION JOINTS FOR 8' AND 10' SIDEWALK SHALL BE #4 x 24" SMOOTH DOWEL AT 24" O.C. SPACED AT 55' MAXIMUM INTERVALS. SEE TOWN STANDARD DETAILS FOR ADDITIONAL JOINT SPECIFICATIONS.
GRAVEL WALK
LANDSCAPE AREA
CREPE MYRTLE
CONC. PVMT.
BASKETBALL COURT
MATCH EXIST
598.8±
STA. 11+70
598.60
599.00
599.10
598.20
598.30
597.80
597.90
597.70
597.86
597.68
597.55
470 S.Y. 8' & 10' WIDE
CONCRETE TRAIL
PROP.
8' TRAIL
INSTALL
EXPANSION
JOINT
MATCH LINE
W11-2
SEE SHEET C7
FOR TRAIL
LAYOUT DETAIL
BUILDING
TRANSFORMER
14"TREE
12"TREE
4"TREE
PINE
1.5% MAX.
MATCH EXIST.
CONC. ELEVATIONS

Exhibit C

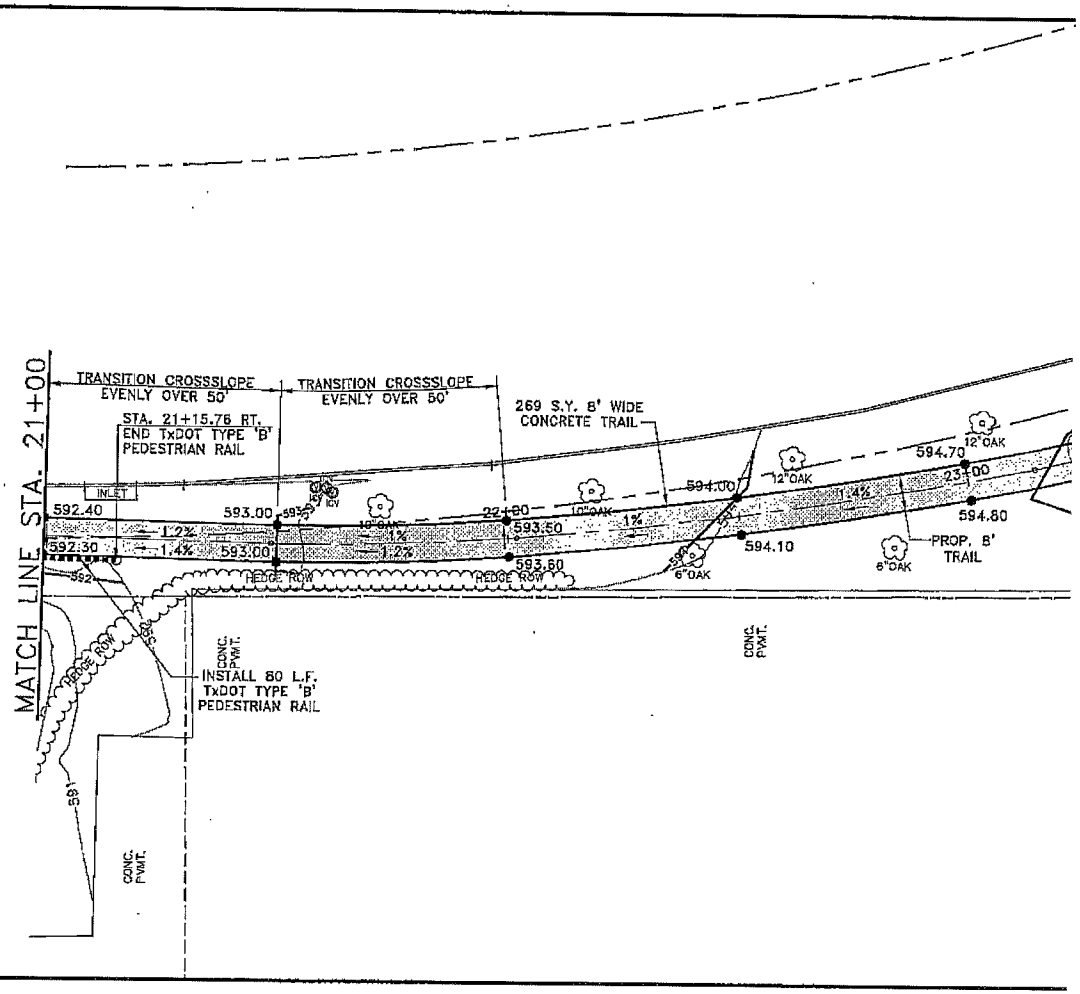

20 0 20 40
scale
1" = 20'
feet
SCALE @ 11"x17"
1" = 40'
MATCH LINE STA. 11+00
192 S.Y. 8' WIDE CONCRETE TRAIL
TRANSITION TRAIL CROSS SLOPE EVENLY OVER 10'±
PROP. 8' TRAIL
BEGIN SWALE
N = 7033662.46
E = 2475256.62
1' DEEP SWALE W/10:1 MAX. SLIDE SLOPES
END 1' SWALE
MATCH EXISTING GRADE
N = 7033738.78
E = 2475209.12
STA. 13+14.7± INSTALL REMOVABLE BOLLARD
STA. 13+15.68 END TRAIL 587.9±
STA. 14+21.8± INSTALL REMOVABLE BOLLARD
STA. 14+20.77 BEGIN TRAIL 587.6±
BELTLINE ROAD
BASELINE
SIDEWALK
HEDGE ROW
YAUPON
ASPH. PVMT.
MATCH LINE STA. 16+00
STA. 16+83.61 RT. BEGIN TxDOT TYPE 'B' PEDESTRIAN RAIL
444 S.Y. 8' WIDE CONCRETE TRAIL
BUILDING
PROP. 8' TRAIL
GRADE SWALE @ 1%±
INSTALL 69 L.F. TxDOT TYPE 'B' PEDESTRIAN RAIL
STA. 17+52.65 RT. END TxDOT TYPE 'B' PEDESTRIAN RAIL
CONC. SLOPE
GRAVEL DRIVE

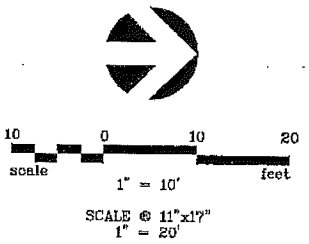


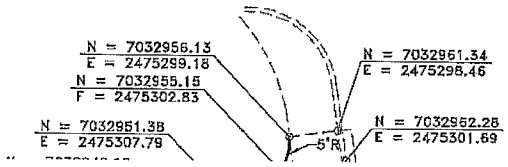
REMOVABLE BOLLARD DETAIL
NOT TO SCALE

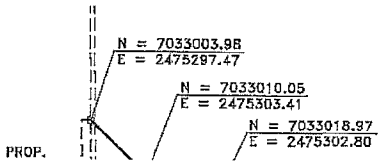
NOTE:

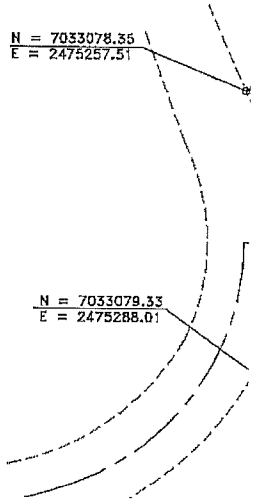
1. PRIME ALL METAL WITH ONE COAT OF GALVANIZE-COMPATIBLE PRIMER AND TWO COATS OF WHITE INDUSTRIAL ENAMEL.
2. APPLY TWO 3" WIDE STRIPS OF REFLECTORIZED YELLOW TAPE. PROVIDE A 3" GAP BETWEEN EACH STRIP.











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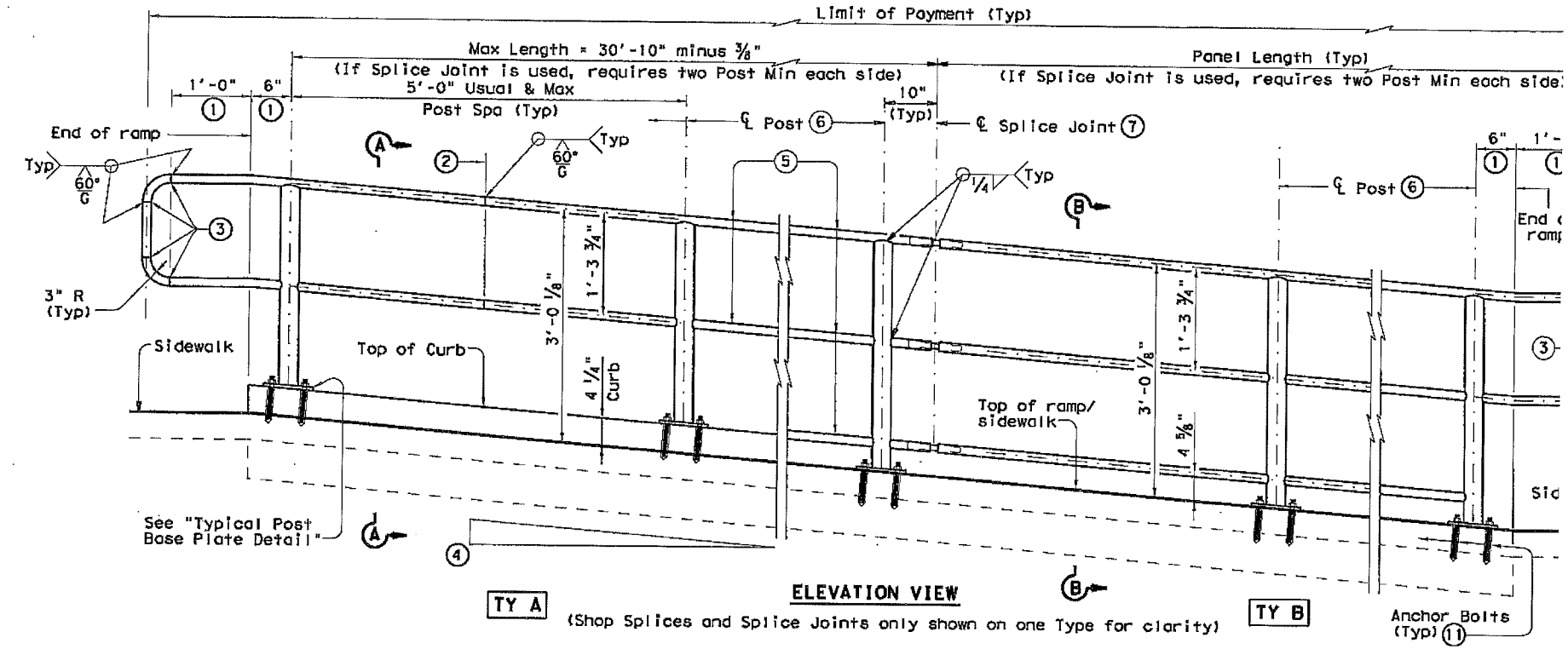

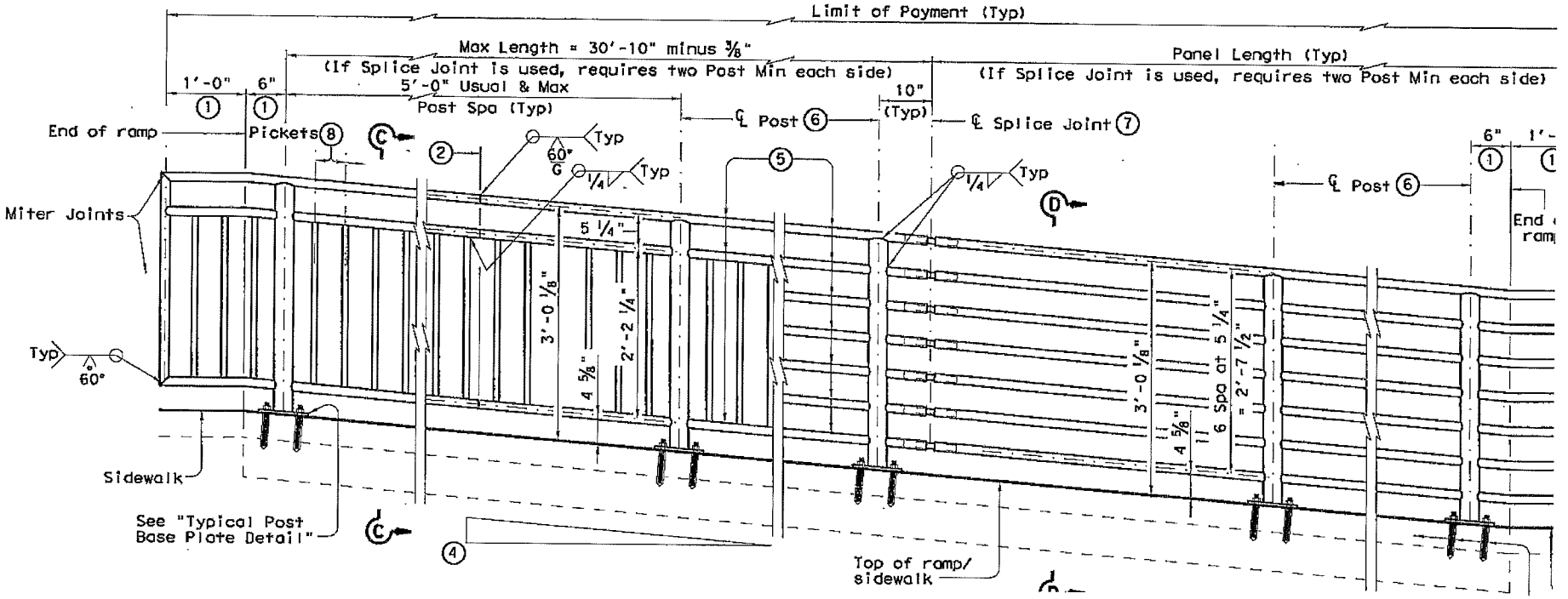

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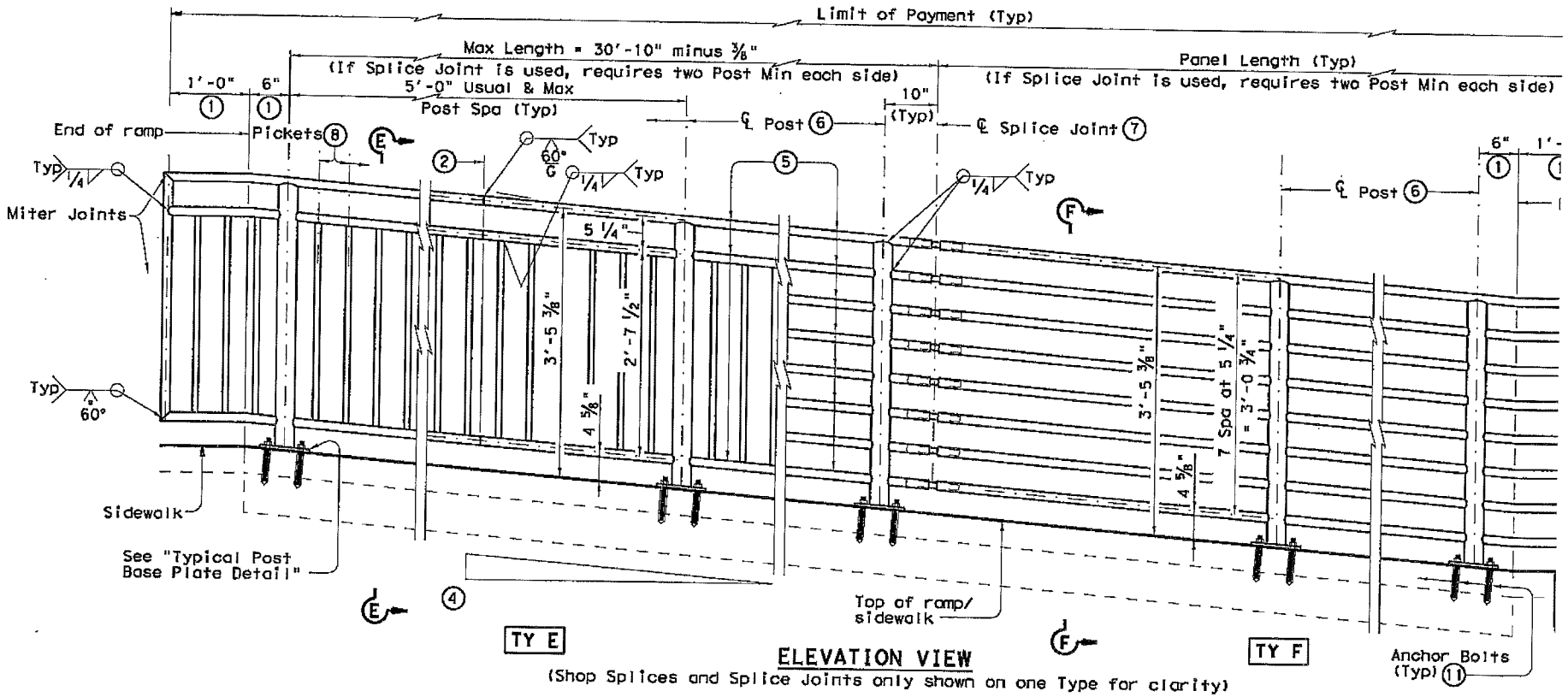
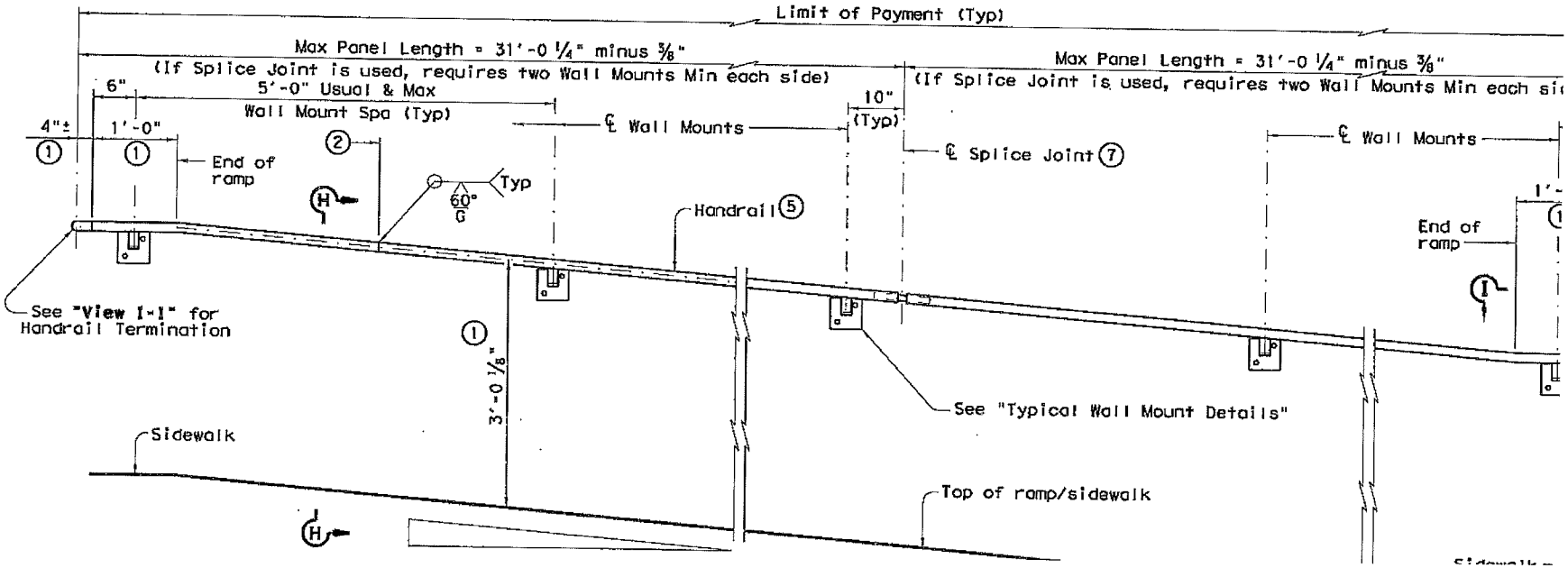


ELEVATION VIEW
(Shop Splices and Splice Joints only shown on one Type for clarity)



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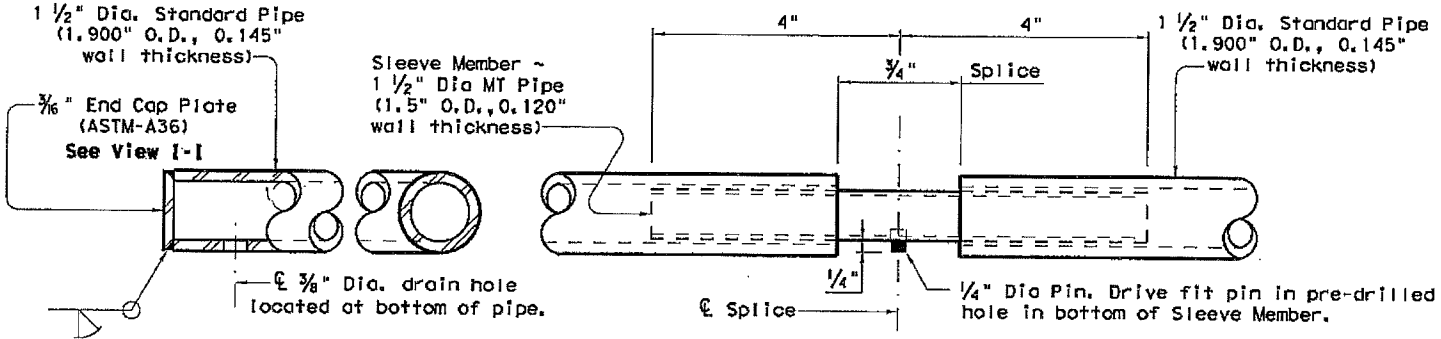
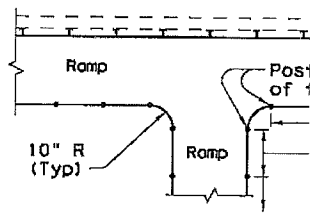


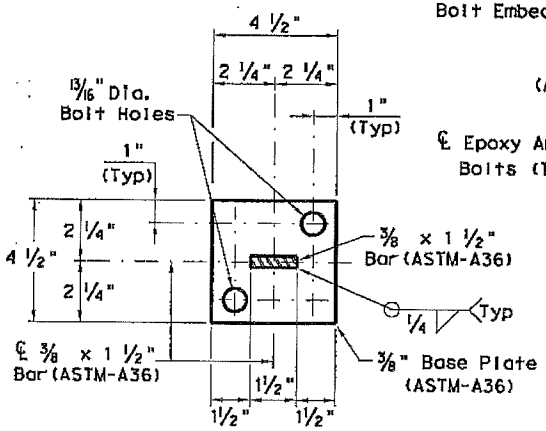
AT TYPE W HANDRAIL END CAPS

AT SPLICE JOINTS

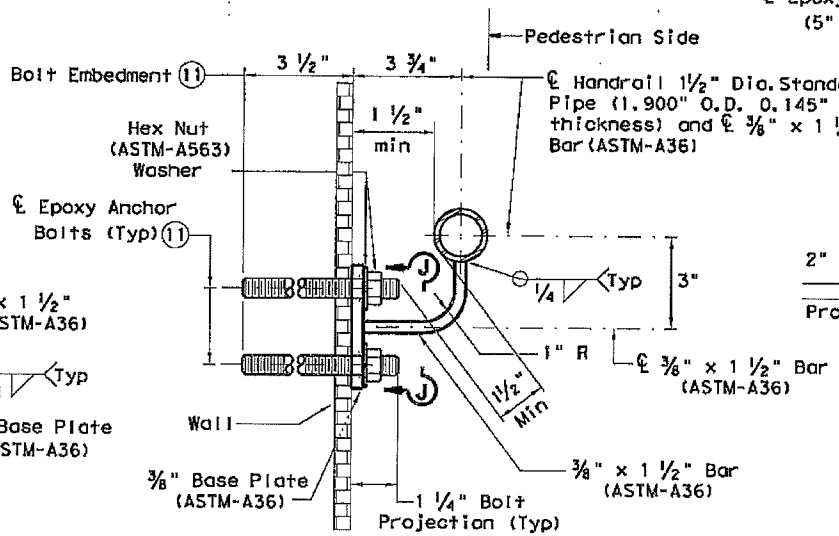
HANDRAIL FABRICATION DETAILS



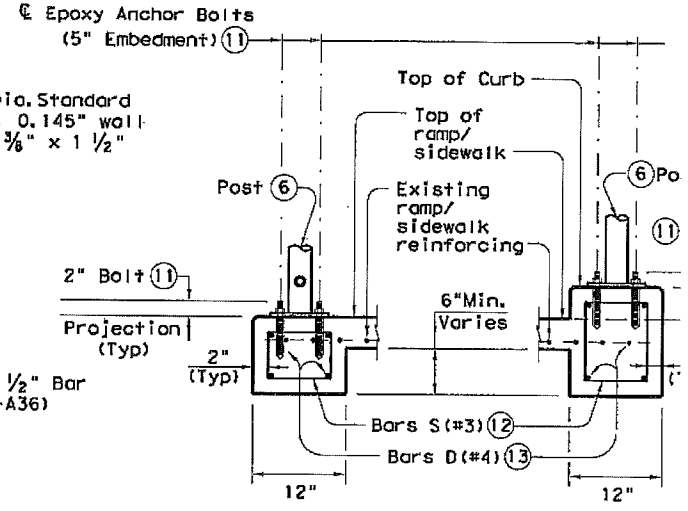
RAMP INTERSECTIO



SECTION J-J
(Anchor Bolts not shown for clarity)



SECTION AT WALL MOUNT



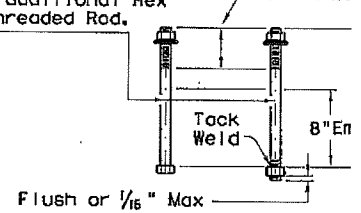
WITHOUT CURB

WITH CURB

SECTION AT RAIL POST FOUNDATIO

TYPICAL WALL MOUNT DETAILS

℄ 5/8" Dia. Hex Head Anchor Bolt (ASTM-A307) or Threaded Rod (ASTM-A36) with one Hardened Steel Washer placed under Hex Nut. One additional Hex Nut will be furnished for each Threaded Rod.



CAST-IN-PLACE ANCHOR BOLT OPTIC
(Used for Post Base Pla

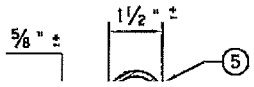
(5) 1 ½" Dia. Standard Pipe (1.900" O.D., 0.145" wall thickness). Parallel to ramp/sidewalk. Provide holes as needed in 1 ½" Dia. pipe for galvanizing drainage and venting.

(6) 2 ½" Dia. Standard Pipe (2.875" O.D., 0.203" wall thickness). Plumb all posts. See "Post Mount Detail" for crimping and trimming post to fit the diameter of top rail. Provide holes as needed in post for galvanizing drainage and venting.

(11) See "General Notes" for anchor bolt information.

(12) Bars S(#3) spaced at 12" Max (Spaced 3" from outside edge of overall length of Ramp/Sidewalk).

(13) Provide 1 ½" end cover to Bars D(#4) from outside edge of overall length of Ramp/Sidewalk.



CONSTRUCTION LIMITATIONS ON
ONCOR ELECTRIC DELIVERY COMPANY RIGHT OF WAY
EXHIBIT "D"

1. You are notified, and should advise your employees, representatives, agents, and contractors, who enter the property that they will be working in the vicinity of high voltage electrical facilities and should take proper precautions, included but not limited to the following stipulations and in compliance, at all times, with Chapter 752, V.T.C.A., Health & Safety Code.

2. Blasting is not to be permitted on Oncor right-of-way or under Oncor lines.

3. Construction on electric transmission line easements acquired by Oncor after January 1,2003 shall comply with the requirements of Public Utility Commission Substantive Rules §25.101, as amended from time to time.

4. No crossing less than 45 degrees to the centerline of the right-of-way.

5. Grading will be done in order to leave the right-of-way as near as possible to present condition. Spoil dirt will be removed from the right-of-way and no trash is to be left on right-of-way. Slopes shall be graded so that trucks can go down the right-of-way when required and such that the slopes can be mechanically maintained.

6. Equipment and materials will not be stored on the right-of-way during construction without written approval of the Supervisor of Regional Transmission.

7. Street or road crossings are to be based on drawings submitted. Any change in alignment or elevation will be resubmitted for approval.

8. No signs, lights or guard lights will be permitted on the right-of-way.

9. Equipment shall not be placed within fifteen (15) feet of the power lines.

10. Any pre-approved fencing will not exceed eight (8) feet in height, and if metal in nature, will be grounded, at ten (10) feet intervals, with an appropriate driven ground. Gates should be at least sixteen (16) feet in width to allow Oncor access to the right-of-way.

11. No dumpsters will be allowed on Oncor right-of-way or fee owned property.

12. Draglines will not be used under the line or on Oncor right-of-way.

13. The existing grade shall not be disturbed, excavated or filled within 25 feet of the nearest edge of any tower.

14. Right-of-way will be protected from washing and erosion by Oncor approved method before any permits are granted. No discharging of water will be allowed within any portion of the right of way.

15. No obstruction shall be installed on the right-of-way that would interfere with access to Oncor structures or prevent mechanical maintenance.

16. Before any work is done under Oncor lines or by Oncor structures notify the Region Transmission Department, (972) 721-6387.

17. No hazardous materials will be stored on the right of way.

18. For purposes of this document, "Hazardous Materials" means and includes those substances, including, without limitation, asbestos-containing material containing more than one percent (1%) asbestos by weight, or the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity and includes any items included in the definition of hazardous or toxic waste, materials or substances under any Hazardous Material Law. "Hazardous Material Laws" collectively means and

includes any present and future local, state and federal law relating to the environment and environmental conditions including, without limitation, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, ("CERCLA"), 42 U.S.C. §§9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Material Transportation Act, 49 U.S.C. §6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251, et seq., the Clean Air Act, 42 U.S.C. §741 et seq., the Clean Water Act, 33 U.S.C. §7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601-2629, the Safe Drinking Water Act, 42 U.S.C. §§300f-330j, and all the regulations, orders, and decrees now or hereafter promulgated thereunder.

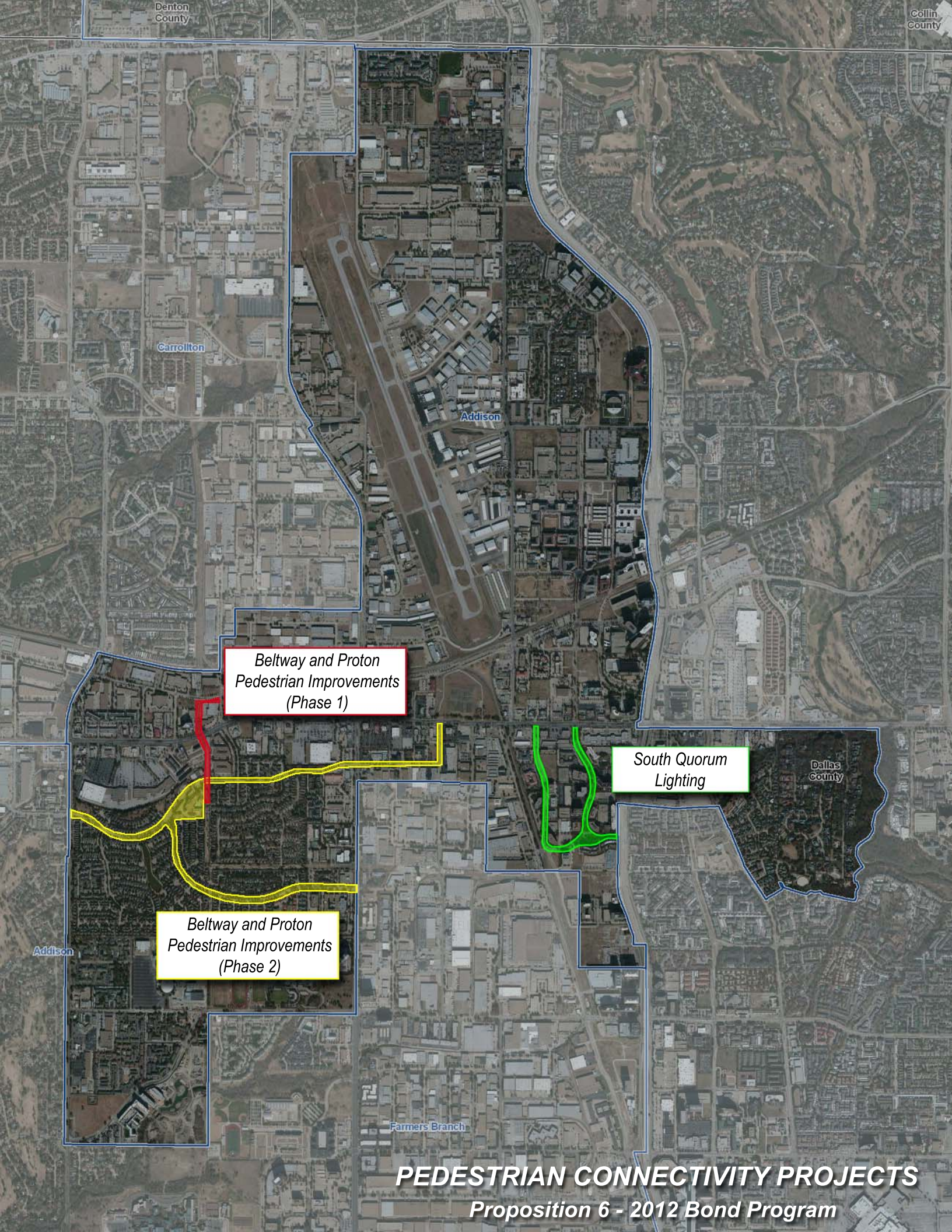
19. Brush and cut timber will not be piled or stacked on Oncor right-of-way or will not be burned upon or in close proximity to the conductors or towers.

20. No structures or obstructions, such as buildings, garages, barns, sheds, guard houses, etc., will be permitted on the right-of-way.

21. Landscaping on Oncor right-of-way is permitted when Oncor approves landscaping plans in writing. No lighting or sprinkler systems are allowed on the right-of-way.

22. No park or park designation will be permitted on the right-of-way.

23. Protective Barrier; Grantee, at Grantee's sole expense, shall provide one of the following protective barriers; **1)** a concrete protective barrier between the surface and the pipe that is a minimum of one foot thick by one foot wide, if pipe is wider then one foot, then width of pipe, with the top of the concrete barrier to be at least one foot below the surface or final grade, **2)** construct the gas pipeline inside of a proper protective steel casing, **3)** where electric facilities are located above ground, install the pipeline a minimum of 10 feet below the ground surface, or **4)** where electric facilities are located below ground, install the pipeline at a depth that provides for a minimum of a 10 foot clearance between the pipeline and the underground electric facilities.



PEDESTRIAN CONNECTIVITY PROJECTS

Proposition 6 - 2012 Bond Program

Combined Meeting **R2d**

Meeting Date: 08/26/2014

Council Goals: Create raving fans of the Addison Experience.
Mindful stewardship of Town Resources.
Explore new/other revenue sources

AGENDA CAPTION:

Approval of a license or encroachment agreement to allow the owner of the property located within the Town at 5064 Addison Circle to use a portion of the public sidewalk and right-of-way adjacent to the property to install a grease trap for a restaurant, subject to final review and approval of the City Manager and the City Attorney.

FINANCIAL IMPACT:

The encroachment agreement language proposes a fee of $1,000 annually for the use of the right of way. This is in line with what other cities charge for this type of agreement.

BACKGROUND:

When Addison Circle was designed and constructed, the access points for the grease traps were placed inside utility closets. In most cases, this has worked without any issue. However, the grease trap for the Mucky Duck has been experiencing issues related to smell and insects that are impacting the adjacent tenants. Typically, grease traps are located underneath the parking lot of restaurants. In Addison Circle, the small size of the room makes it difficult to get the inside of the trap completely cleaned out. The Town has been working with Post Properties on a variety of approaches to address the issues they are having, but with limited success.

Post Properties would like to abandon the current grease trap and construct another underneath the sidewalk in the right of way owned by the Town. There is a large pedestrian area in front of the Mucky Duck where this could be placed with no impact on pedestrian flow. Post and Town staff feel that this location would eliminate the issues that they are currently experiencing.

RECOMMENDATION:

Administration recommends approval.

Combined Meeting **R3**

Meeting Date: 08/26/2014

Council Goals: Continue to attract, hire, develop, and retain great employees

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AGENDA CAPTION:

Discussion, consider and take action regarding municipal court prosecutor.

FINANCIAL IMPACT:

See attached memo.

BACKGROUND:

See attached memo.

RECOMMENDATION:

Attachments

Memo- Municipal Court Prosecutor

MEMORANDUM

TO: **Mayor Todd Meier, City Council Members, City Manager Lea Dunn**

FROM: **John Hill**

RE: **Municipal Court Prosecutor**

DATE: **August 20, 2014**

Scheduled for the City Council's August 26, 2014 meeting is an item regarding the municipal court prosecutor. The prosecutor is Larry McCallum, and he was appointed as such by the Council on March 24, 1992 (see Item #R7 in the attached minutes). He has served in that capacity since his appointment.

The City Charter (Section 4.08) regarding the City Attorney provides in part that the "Attorney for the Town, or such other attorneys selected by him, with the approval of the City Council, shall represent the Town in all litigation," and that the "City Council may retain special counsel at any time they deem same appropriate and necessary." It is likely under this latter provision that Larry was appointed as the municipal court prosecutor, and assuming that is the case, Larry would report to the Council.

Attached is a document that shows how much he has been paid from 2011 through June 11, 2014. His hourly rate is at $100.

During Larry's tenure there has been from time to time a need to supplement the municipal court prosecution services when he has not been available. When Jason Mathis was with our office, he served as the prosecutor when Larry was not available, and Buck Johnson now provides that service. Buck has an agreement with our office to provide prosecution services, and submits his monthly statements to me.

If you have any questions or comments or would like to discuss, please let me know.

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

March 24, 1992
6:30 p.m. - Conference Room
5300 Belt Line Road

Present were: Mayor Spruill; Councilmembers Branch, Dolan, Reinker. No members were absent.

The Council began a work-session at 6:30 p.m. to discuss the following:

Item #W1 - Discussion of the Town's advertising efforts to date, including the upcoming special events.

Item #W2 - Discussion of information to be contained in a request for proposal for a Public Relations firm to represent the Town.

Item #W3 - Discussion of Agenda Items for March 24, 1992.

At 7:30 p.m. the Council adjourned to the Council Chambers to begin the regular session.

Item #R1 - Consideration of Old Business.

There was no old business.

Item #R2 - Consent Agenda.

#2a - Approval of the Minutes of the March 10, 1992 Council meeting. (Approved as written)

#2b - Approval of an annual contract in the amount of $20,000.00 to Forest Hills Lawn Service for mowing services for the Environmental Services Division. (Approved)

#2c - Award of an annual contract in the amount of $3,010.38 to Plantland Industries and $1,201.50 to Germany's Wholesale Nursery for seasonal color plants for the Parks and Recreation Department. (Approved)

#2d - Consideration of a Resolution authorizing the City Manager to execute an agreement with Carter and Burgess, Inc. for $58,860.00 for engineering services for the Rawhide Creek Lift Station and Forced Main. (R92-042)

#2e - Consideration of a Resolution authorizing an expenditure of funds from the hotel/motel fund to increase the advertising budget for promotion of the International Bazaar by $8,867.08. (R92-043)

#2f - Consideration of a Resolution appointing Larry Dwight and A.J. Piranio as judges for the Municipal Court. (R92-044)

Councilmember Dolan moved to approve all the above items. Councilmember Reinker seconded. Motion carried.

Voting Aye: Branch, Dolan, Reinker.
Voting Nay: None.
Absent: None.

Item #R3 - Appointment of an Election Judge for the May 2, 1992 Municipal Election.

Councilmember Dolan nominated Glenda Turner of 17007 Planters Row, Addison, as the Election Judge. Councilmember Reinker seconded. Motion carried.

Voting Aye: Branch, Dolan, Reinker.
Voting Nay: None.
Absent: None.

Item #4R - Appointment of a Member to the Recreation Advisory Committee.

This item was withdrawn.

Item #R5 - Appointment of a Member to the Addison Airport Board.

This item was withdrawn.

Item #R6 - Appointment of a Member to the Board of Zoning Adjustment.

This item was withdrawn.

Item #R8 - Appointment of a City Attorney.

Councilmember Reinker moved to table this item. Motion died for lack of a second. Councilmember Dolan moved to appoint Jerry Gilmore of Vial, Hamilton, Koch and Knox. Councilmember Branch seconded. Councilmember Reinker opposed. Motion failed.

Voting Aye: Branch, Dolan.
Voting Nay: Reinker.
Absent: None.

Item #R7 - Appointment of an Attorney for the Municipal Court.

Councilmember Dolan moved to appoint Larry McCallum as Attorney for the Municipal Court. Councilmember Branch seconded. Motion carried.

Voting Aye: Branch, Dolan, Reinker.
Voting Nay: None.
Absent: None.

Item #R9 - Consideration of a Resolution authorizing an expenditure of funds for merit payments to topped-out employees.

Councilmember Reinker moved to duly pass Resolution R92-045 authorizing an expenditure of funds for merit payments to topped-out employees. Councilmember Dolan seconded. Motion carried.

Voting Aye: Branch, Dolan, Reinker.
Voting Nay: None.
Absent: None.

At 7:46 p.m. the Mayor announced that the Council would go into Executive Session to discuss the following:

Item #E1 - Discussion of possible purchase of city property in the Les Lacs area, and property for special events, pursuant to Vernon's Annotated Civil Statutes, Article 6252-17, Section 2 (a), Paragraph (f) of the Open Meetings Law.

At 9:00 p.m. the Council came out of Executive Session. Mayor Spruill reopened the meeting as a regular hearing.

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

MAYOR

ATTEST:

CITY SECRETARY

OFFICE OF THE CITY SECRETARY 3-24-92

	Invoice #	Amount	Invoice date	GL Date
	14573	1,717.00	10/21/2010	10/26/2010
	14585	617.00	12/1/2010	12/14/2010
	14593	1,108.00	1/4/2011	1/10/2011
	14621	905.00	1/26/2011	2/15/2011
	14629	867.00	2/24/2011	3/7/2011
	14656	945.00	3/25/2011	3/30/2011
	14668	1,141.00	4/18/2011	5/3/2011
	14699	1,292.00	5/19/2011	5/27/2011
	14701	1,442.00	6/28/2011	7/4/2011
	14711	2,325.00	8/12/2011	8/17/2011
	14721	2,886.85	9/15/2011	9/30/2011
	14730	1,422.00	9/30/2011	9/30/2011
FY 2011		16,667.85		
	14731	425.00	10/14/2011	10/25/2011
	14747	1,858.00	11/28/2011	11/30/2011
	14750	2,160.00	1/3/2012	1/11/2012
	14765	891.00	2/2/2012	2/23/2012
	14766	1,511.00	3/5/2012	3/22/2012
	14771	2,132.00	4/9/2012	4/16/2012
	14800	2,095.00	5/4/2012	5/15/2012
	14808	965.00	6/4/2012	6/13/2012
	14812	1,775.00	7/23/2012	7/30/2012
	14819	2,958.00	8/31/2012	9/12/2012
	14825	2,002.00	9/30/2012	9/30/2012
FY 2012		18,772.00		
	14832	1,598.00	1/9/2013	1/14/2013
	14834	3,322.00	2/14/2013	2/20/2013
	14839	1,833.00	4/23/2013	4/24/2013
	14845	1,257.00	8/1/2013	8/12/2013
	14851	5,315.00	9/11/2013	9/17/2013
FY 2013		13,325.00		
	14860	1,880.00	12/3/2013	12/17/2013
	14869	2,204.00	2/21/2014	2/26/2014
	14876	1,425.00	4/7/2014	4/8/2014
	14882	2,652.00	6/5/2014	6/11/2014
FY 2014		8,161.00		

Combined Meeting **R4**

Meeting Date: 08/26/2014

Council Goals: Mindful stewardship of Town Resources.

AGENDA CAPTION:

PUBLIC HEARING. Public hearing regarding the Town of Addison's proposed tax rate increase for the Fiscal Year commencing October 1, 2014 and ending September 30, 2015.

FINANCIAL IMPACT:

N/A

BACKGROUND:

A Public Hearing is provided to hear any comments from the public regarding the Fiscal Year 2015 Tax Rate.

RECOMMENDATION:

Combined Meeting **R5**

Meeting Date: 08/26/2014

Council Goals: N/A

AGENDA CAPTION:

PUBLIC HEARING. Public hearing regarding the Town of Addison's Annual Budget for the Fiscal Year commencing October 1, 2014 and ending September 30, 2015.

FINANCIAL IMPACT:

N/A

BACKGROUND:

A Public Hearing is provided to hear any comments from the public regarding the Fiscal Year 2015 Budget.

RECOMMENDATION:

Combined Meeting **R6**

Meeting Date: 08/26/2014

Council Goals: Mindful stewardship of Town Resources.

AGENDA CAPTION:

Presentation and discussion regarding contracts for services with non-profits and their annual funding requests for Fiscal Year 2014-2015.

FINANCIAL IMPACT:

For Fiscal Year 2014 (October 1 2013-September 30, 2014), the Town of Addison received 12 requests for funding totaling $715,400 from various non-profit agencies which deliver special services to Addison residents. Council funded these requests in the amount of $617,900.

For Fiscal Year 2015, the Town has received 11 requests totaling $678,500. Included in this figure is a $5,000 request for tuition assistance from Trinity Christian Academy for Addison residents. A similar request was made by TCA last year. At that time, it was thought that, since they are a private school, Article 3, Section 52 of the Texas Constitution (which prohibits payments that do not serve a public purpose), might apply. Out of an abundance of caution, the request was therefore not considered.

In the City Manager's proposed budget for Fiscal Year 2014-2015, the non-profit funding totals $618,000.

BACKGROUND:

Historically, Addison has contracted with several non-profit agencies for the provision of social services (such as The Family Place, Launchability, or Metrocrest Services) or art and community enrichment (such as the Dance Council or WaterTower Theatre). Rather than provide these services directly, we rely on these agencies and leverage their skills as experts in their particular fields. This is part of a recent trend by Councils and staff to both know the businesses we are in and recognize businesses that others can do better.

Attached is the summary of non-profit grant requests for Fiscal Year 2014-2015.

RECOMMENDATION:

Attachments

Summary of Non-profit Requests

Summary of Non-profit Grant Requests FY 2014-2015

Organization	Awarded 13-14	Request 14-15	CM Proposed
CONTACT Crisis Line	$ 7,500	$ 15,000	$ 7,500
The Family Place	$ 10,000	$ 25,000	$ 12,000
Launchability	$ 5,000	$ 5,000	$ 5,000
Metrocrest Chamber of Commerce	$ 35,000	$ 35,000	$ 35,000
Metrocrest Family Medical Clinic	$ 3,000	$ 3,000	$ 3,000
Metrocrest Social Services	$ 50,000	$ 61,000	$ 61,000
UBL - Texas Wranglers	$ 2,000	$ 30,000	$ 2,000
Addison Arbor Foundation	$ 53,400	$ 47,500	$ 47,500
Trinity Christian Academy**	$ -	$ 5,000	$ -
Dance Council	$ 7,000	$ 7,000	$ -
WaterTower Theatre	$ 445,000	$ 445,000	$ 445,000
Total	**$617,900**	**$678,500**	**$618,000**

Note: Dance Council and WaterTower Theatre Grants are budgeted out of the Hotel Fund.

Combined Meeting **R7**

Meeting Date: 08/26/2014

Council Goals: N/A

AGENDA CAPTION:

Discussion and take action regarding appointment of a member to the Planning and Zoning Commission.

FINANCIAL IMPACT:

N/A

BACKGROUND:

Commissioner Hughes' first term on the Planning and Zoning Commission will expire on August 28th. Commissioner Hughes' appointment belongs to Mayor Meier.

RECOMMENDATION:

Combined Meeting **R8**

Meeting Date: 08/26/2014

Council Goals: N/A

AGENDA CAPTION:

Discussion and take action regarding the resignation of Tom Hunse as a member of the Planning and Zoning Commission.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

Combined Meeting **R9**

Meeting Date: 08/26/2014

Council Goals: N/A

AGENDA CAPTION:

Discussion, consider and take action regarding an Ordinance terminating the declaration of disaster for the Town issued by the Mayor on August 16, 2012 regarding the West Nile Virus.

FINANCIAL IMPACT:

N/A

BACKGROUND:

On August 14, 2012, the Mayor signed a declaration of disaster for the Town, and the City Council voted to authorize Dallas County to conduct aerial spraying over the Town to facilitate the eradication of mosquitoes that carry the West Nile Virus. On August 20, 2012, the Addison City Council voted to extend the declaration of disaster until terminated by order of the City Council.

In 2012, the entire Dallas County area, including Addison, was experiencing a severe outbreak of West Nile Virus that resulted in at least 398 confirmed human cases and 20 deaths, with 2 confirmed cases being in Addison. This year, as of August 16th, there have been 3 confirmed human cases in Dallas County.

Due to the low amount of cases this year, the County has no plans to conduct aerial spraying and the declaration of disaster is no longer needed. If the number of cases rises in the future, a new declaration of disaster can be declared if necessary at that time.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance- Termination of Disaster Declaration

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS TERMINATING THE STATE OF DISASTER WITHIN THE TOWN RELATED TO THE DANGERS TO THE PUBLIC HEALTH, SAFETY AND WELFARE FROM THE WEST NILE VIRUS AND THE PROLIFERATION OF MOSQUITOES THAT CARRY THE SAME; PROVDING THAT THIS ORDINANCE SHALL BE GIVEN PROMPT AND GENERAL PUBLICITY AND BE FILED PROMPTLY WITH THE CITY SECRETARY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 16, 2012 the Mayor of the Town of Addison, Texas ("City"), pursuant to §418.108(a) of the Texas Government Code ("Code"), issued an order declaring a state of disaster for the Town in connection with the West Nile Virus and the dangers to the public health, safety and welfare resulting therefrom; and

WHEREAS, the local declaration of disaster was continued in effect by the City Council's adoption of Ordinance No. _____, which Ordinance provides that the disaster declaration would continue in effect until terminated by order of the City Council; and

WHEREAS, the conditions necessitating the proclamation of a local state of disaster have ceased to exist and, accordingly, the City Council desires to end the local declaration of disaster.

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

Section 1. Termination of Local State of Disaster. The City Council of the Town of Addison, Texas, as the governing body of the City, hereby terminates the local state of disaster described in and continued by Ordinance No. _____ of the City. Accordingly, the provisions of Ordinance No. ____ shall have no further force or effect.

Section 2. Publicity. Pursuant to §418.108(c) of the Government Code, this termination of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary.

Section 3. 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 4. Effective Date. This Ordinance shall take effect upon its passage and approval.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the _____ day of _____, 2014.

_____
Todd Meier, Mayor

ATTEST:

By:_____
Matt McCombs, City Secretary

APPROVED AS TO FORM:

By:_____
John Hill, City Attorney

Combined Meeting **R10**

Meeting Date: 08/26/2014

Council Goals: Enhance Public Safety

AGENDA CAPTION:

Discussion and update on the Police Department's use of video/audio equipment to record contacts with the public.

FINANCIAL IMPACT:

N/A

BACKGROUND:

The provision of police services requires numerous contacts between police officers and citizens, some of which are made under adverse conditions. In order to protect the department, its officers and the citizens we serve; it is imperative that an accurate record of citizen/police officer interactions be maintained when possible. It will be the Addison Police Department’s policy to record all citizen field contacts, when possible, using video and audio equipment.

Currently, the department uses in-car audio/video and body cameras worn on the officer's person to comply with this policy.

RECOMMENDATION: