



**REGULAR MEETING & WORK SESSION
OF THE CITY COUNCIL**

November 27, 2018

ADDISON TOWN HALL

**5300 BELT LINE RD., DALLAS, TX 75254
5:00 PM EXECUTIVE SESSION & WORK SESSION
7:30 PM REGULAR MEETING**

1. Call Meeting to Order

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

Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney on a matter in which the duty of the attorney 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:

- **Budget Suites of America located at 15130 Marsh Lane, Addison, Texas, 75001**

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

WORK SESSION

4. Present and Discuss the Town of Addison's Legislative Priorities for the 86th Texas Legislative Session.
 5. Present and Discuss Strategies for Regulating Dockless Vehicles Including Bikeshare and Electric Scootershare Programs in Addison.
-

REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

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

Consent Agenda:

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

7. Consider Action to Approve the November 13, 2018 Work Session and Regular Meeting Minutes.

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8. Consider Action to Approve a **Resolution Authorizing the City Manager to Submit an Amendment Application to Water Use Permit No. 5383a with the Texas Commission On Environmental Quality** for the well at Vitruvian Park.
-
9. Consider Action to Approve a **Resolution for an Agreement Between the Town of Addison and Garver, LLC for Airport On-Call Engineering Services and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$138,000.
-
10. Consider Action to Approve a **Resolution Accepting the Resignation of Thaddeus Iwuji as an Alternate Judge for the Addison Municipal Court.**
-
11. Consider Action to Approve A **Resolution Approving an Interlocal Agreement With The City Of Carrollton, Texas For The Provision Of Detention Center Services For Addison Inmate** and Authorizing the City Manager to Execute the Agreement.
-

Regular Items

12. Present and Discuss the Establishment of a **Community Bond Advisory Committee for a Proposed November 2019 Bond Program Election.**
-
13. Present, Discuss and Consider Action on a **Resolution Amending the Spruill Dog Park Naming and Recognition Policy** to Modify the Minimum Requirement for a Business Contribution.
-
14. Present and Discuss the **Oktoberfest 2018 Operations and Financial Reconciliation.**
-
15. Present and Discuss the **Finance Department Quarterly Financial Report of the Town for the Quarter Ended September 30, 2018.**
-

Adjourn Meeting

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

Posted: _____
Irma G. Parker, City Secretary

DATE: November 21, 2018

TIME: 2:00 pm

**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.**

Work Session and Regular Meeting

4.

Meeting Date: 11/27/2018

Department: Infrastructure- Development Services

AGENDA CAPTION:

Present and Discuss **the Town of Addison's Legislative Priorities for the 86th Texas Legislative Session.**

BACKGROUND:

The 86th session of the Texas legislature will begin in January 2019. The goal of the Town's legislative efforts is to use the Town's legislative priorities as a guide to protect and enhance the Town's municipal interests. The City Council last adopted legislative priorities in 2016 and 2014.

Attached for Council consideration and discussion are a list of priorities that outlines will topics of interest to the Town. It is anticipated that the City Council formally adopted an agenda of legislative priorities that will be used to communicate with state legislators regarding the Town's position on topics that impact the Town of Addison. Prominent topics include: local control, revenue and expenditure caps, transportation funding, and education funding.

The Town's legislative efforts will be coordinated with our legislative consultant and state delegation members.

Additionally, the Town will coordinate efforts when interests are aligned with partners including but not limited to: Texas Municipal League, Texas Coalition of Cities for Utility Issues, North Central Texas Council of Government, Dallas Area Rapid Transit, Texas Civil Service Cities Coalition, and the Texas Municipal Retirement System. Most of the Town's efforts will be dedicated to defeating legislation that would negatively affect the Town.

RECOMMENDATION:

Staff requests direction from Council.

Attachments

Draft Legislative Priorities



Town of Addison Draft 2019 Legislative Priorities

The Town of Addison supports public policies that grow our economy, attract investment, and allow local governments to govern their affairs in accordance with the desires and priorities of local communities as represented by the duly elected members of their respective governing bodies. The Town of Addison recommends the following:

Generally

- Oppose legislation that would erode municipal authority in any way, would impose an unfunded mandate, or would otherwise be detrimental to cities.
- Oppose legislation that would provide for state preemption of municipal authority in general.
- Oppose legislation that would require candidates for city office to declare party affiliation to run for office.

Revenue, Finance, and Budget

- Support local responsibility for property taxation decisions and appraisals.
- Oppose legislation that would impose a revenue and/or tax cap of any type, including a reduced rollback rate, mandatory tax rate ratification elections, lowered rollback petition requirements, limitations on overall city expenditures, exclusion of the new property adjustment in effective rate and rollback rate calculations, or legislation that lowers the rollback rate and gives a city council the option to re-raise the rollback rate.
- Oppose legislation that would negatively expand appraisal caps.
- Oppose legislation that would erode the ability of a city to issue debt.
- Oppose any legislation that would limit local governments from adopting budgets that they deem appropriate for their respective communities or that would require voter approval for increases in expenditures.
- Support a bill that provides Cost of Living Adjustment (COLA) relief options to cities for the Texas Municipal Retirement System.
- Oppose state or federal legislation that would erode the authority of a city to be adequately compensated for the use of its rights-of-way and/or erode municipal authority over the management and controls of rights-of-way.

Economic Development

- Support the continuation of economic tools such as Tax Code Chapters 311 (Tax Increment Financing) 312 (Property Tax Abatement) and Local Government Code Chapters 380 and 381 (Economic Development Incentives) 313 tax abatements and other economic development incentives to promote job creation and capital-intensive investment.
- Oppose the elimination or reduction of economic development tools currently available to local governments to promote job creation and capital-intensive investment.

Education & Workforce

- Support legislation that would improve the public education finance system so that local independent school districts are not required to raise tax revenue to compensate for decreases in state funding.
- Support continued local control independent school districts.
- Oppose efforts to tie improvements to the public education finance system to revenue/tax/appraisal caps on local governments (i.e. cities, counties, independent school districts, etc.).

Regulation of Development

- Oppose legislation that would erode municipal authority related to development matters, including with respect to the following issues: (1) annexation, (2) eminent domain, (3) zoning, (4) regulatory takings; (5) building codes, (6) tree preservation, and (7) short-term rentals.

Transportation

- Support legislation that would: (1) allow for greater flexibility by cities to fund local transportation projects; (2) amend or otherwise modify state law to help cities fund transportation projects; or (3) provide cities with additional funding options and resources to address transportation needs that the state and federal governments are unable or unwilling to address.
- Support legislation that would: (1) provide additional funding to the Texas Department of Transportation for transportation projects that would benefit cities; and (2) provide local, state, and federal transportation funding for rail as one component of transportation infrastructure.
- Support increased funding to foster airport development for public use and general aviation airports to meet future demands.
- Support TxDOT aviation funding increase.

Work Session and Regular Meeting

5.

Meeting Date: 11/27/2018

Department: Infrastructure- Development Services

Pillars: Excellence in Transportation Systems

AGENDA CAPTION:

Present and Discuss **Strategies for Regulating Dockless Vehicles Including Bikeshare and Electric Scootershare Programs** in Addison.

BACKGROUND:

Over the last several years, bike sharing and scooter sharing programs have increased in popularity. These businesses allow people to rent bikes and scooters for short one-way trips. Many cities have embraced these vehicles as part of a comprehensive mobility strategy to move people through the city using alternative modes of transportation. Bike sharing and scooter sharing are often seen as part of the solution to increase public transit use by providing options for getting to and from the transit stop, a topic commonly referred to as first mile/last mile issues.

In 2016, the Town updated the Master Transportation Plan. During the update process, the Town solicited input regarding alternative modes of transportation. The vast majority of responses indicated that people do not currently ride bikes, but the top reason for why was that people do not own a bike. 47% indicated that they would ride frequently or occasionally with better biking accommodations. Additionally, with the impending service on the Cotton Belt Regional Rail Line, the Town has been discussing strategies for moving people from the rail station out further into the community. Bike sharing and scooter sharing could play a role in doing so.

There are two models for bike sharing and scooter sharing. One uses a series of docking stations placed at fixed locations throughout the city where the vehicles can be retrieved from and returned to. As technology has evolved, there are now dockless systems where vehicles can be left anywhere and unlocked using a smartphone app. Generally, the industry is moving towards the dockless model.

While these vehicles address mobility issues, history has shown that dockless vehicles, in particular, can lead to problems without proper oversight. Many cities have responded by enacting ordinances to either ban their use in the Right-of-Way or regulate their use in some way. During the Work Session, staff will present additional background on bike sharing and scooter sharing

programs, provide an overview on how other cities are regulating dockless vehicles, and request direction from Council on how Addison should regulate dockless vehicles.

RECOMMENDATION:

Staff requests direction from Council.

Attachments

Presentation - Dockless Vehicle Regulations

Dockless Vehicle Regulations

November 27, 2018

ADDISON

The First Mile/Last Mile Issue

ADDISON



- Providing access to and from public transportation systems
- A traveler's trip does not start or end at a stop on the public transportation system
- What options are available for getting to public transportation systems from an origin and from the transportation system to the ultimate destination?

The First Mile/Last Mile Issue

ADDISON

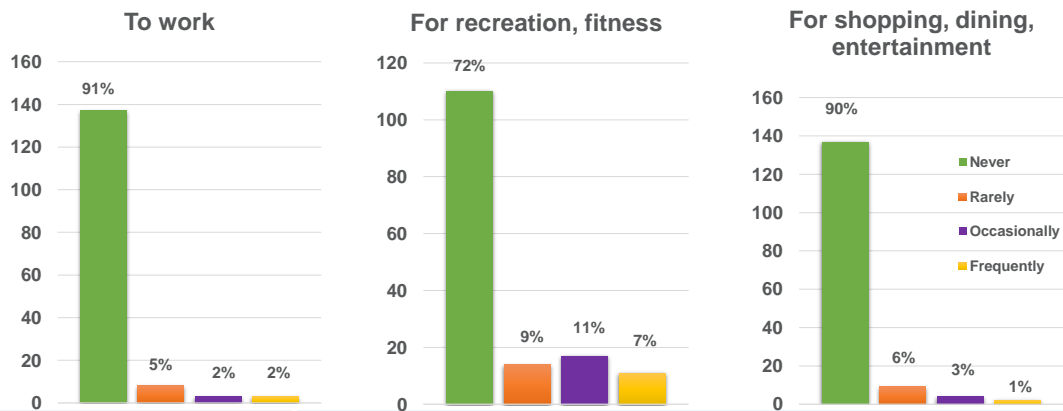
- Strategies for addressing this issue:
 - Zoning and Density
 - Pedestrian Connectivity
 - Wayfinding
 - Local Transit (Fixed Route Circulators)
 - Taxis
 - Car and Ride Sharing
 - Docked Bicycles and Scooters
 - Dockless Bicycles and Scooters

3

Bike Demand In Addison

ADDISON

- 2016 Master Transportation Plan process received some input for expanding bikesharing opportunities in Addison
- 2016 survey questions: Have you biked in Addison recently?

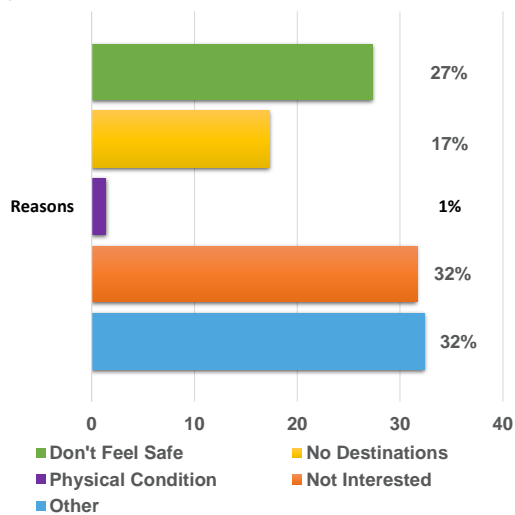


4

Bike Demand In Addison

ADDISON

- If you don't ride a bike, what is the reason?



Other reasons (write-in)

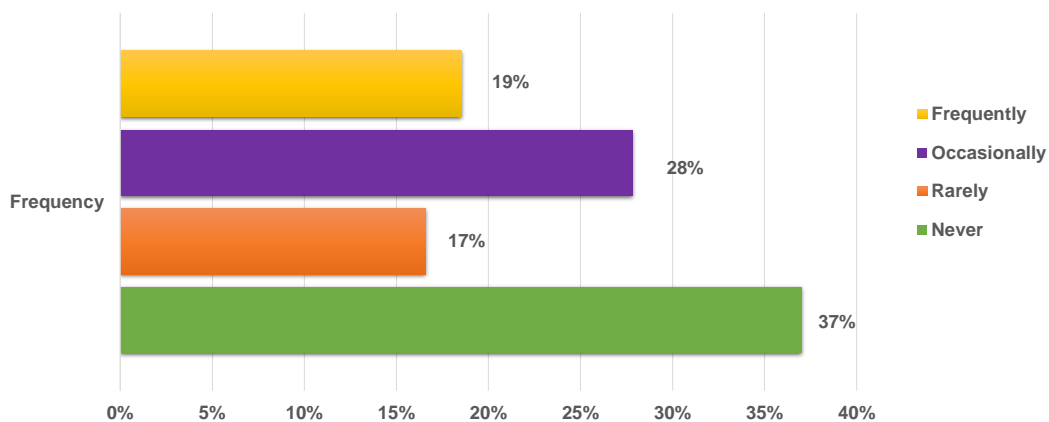
- Don't own a bike
- Too far between origin and destination
- Prefer to walk
- Don't have time
- Have a car
- Poor connectivity to destinations
- Lack of cycling amenities
- Texas heat
- If going somewhere with other people, they may not want to ride a bike

5

Bike Demand In Addison

ADDISON

- With better bicycle accommodations how often do you think you would ride a bike?



6

Bikeshare Overview

ADDISON

Docked



Dockless



- Bike share programs are designed for short trips
- Most companies offer single trips for around \$1 per trip.
- Docked bikes must be checked out and returned to a docking station
- Dockless bikes can be unlocked using an app and left anywhere

7

Scootershare Overview

ADDISON

- Similar concept and pricing to bikeshare
- Scooters are electric and local scooter company employees gather, charge and redistribute scooters every couple days
- Allowed to operate on sidewalks
- State law allows their use on roads where the posted speed limit is 35 mph or less
- Travel at a maximum speed of approximately 15 miles per hour
- Mostly use dockless model



8

Current Addison Regulations



- Bikes
 - Allowed throughout Town
- Scooters
 - Sec. 14-68 bans them on the airport
 - Sec. 78-179 includes scooter in the definition of “vehicle” for the purposes of prohibiting vehicles from parking on unimproved services in residential front yards
 - Sec. 78-204 states the definition of a skateboard, which a scooter falls under, cannot be ridden within 200 feet of a fountain or any city owned structure or building, which would negate their use in much of Addison Circle due to the Town’s facilities

9

Dallas



- Adopted new dockless vehicle regulations in June 2018
- Establishes a permitting system for bike and scooter companies
- Bikes must be parked upright, not blocking visibility or access
- Number of vehicles deployed must equal expected demand
- Dockless vehicles must be rebalanced at least once per week
- Staff may identify areas where dockless vehicles are prohibited
- Establishes timelines for how long companies have to respond to various violations
 - 2 hours Monday-Friday 6am-6pm
 - 12 hours during all other times, including holidays
- \$808 application fee plus a tiered fee per vehicle

10

Coppell



- Prohibits dockless vehicles from being left in the right-of-way
- Establishes a permitting system for the docked bicycle systems within the city
- One-time fee of \$500 + \$25 per proposed kiosk and a \$250 annual renewal fee included in the fee schedule
- If a bike or scooter is left in the right-of-way for a certain period of time, City will retrieve and store it in a holding area. Operator will pay a \$50 impoundment fee. After 90 days of holding, vehicle will be treated as abandoned property and auctioned.

11

Plano



- Approved a Bike Share Pilot Program in February 2018, made it permanent in November 2018
- Allows dockless vehicle companies to operate in city through a permitting process
- Bikes must be parked upright, on a hard surface, not blocking visibility or access, and in groups of no more than three
- Establishes timelines for how long companies have to respond to various violations
 - 2 hours Monday-Friday 8am-8pm
 - 24 hours during all other times, including holidays
- \$500 permit fee

12

Other Area Cities



- University Park
 - \$500 permit fee per company
 - Bikes must be parked in one of two locations and must be relocated by the company if they have not moved for seven days
- Highland Park
 - Not allowed to park and leave bike in town
 - Impoundment fee
 - 1st bike - \$30
 - 2nd bike - \$50
 - 3rd bike - \$75
 - 4th bike - \$100

13

Future Regulations in Addison



- Would the Council like to regulate dockless vehicles in Addison?
- Should Addison's bike and scooter regulations be revised?
- If so, how?

14

Work Session and Regular Meeting

7.

Meeting Date: 11/27/2018

Department: Infrastructure- Development Services

AGENDA CAPTION:

Consider Action to Approve the **November 13, 2018 Work Session and Regular Meeting Minutes.**

BACKGROUND:

The City Secretary has prepared the minutes for approval.

RECOMMENDATION:

Administration recommends approval.

Attachments

Minutes 11-13-18

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL WORK SESSION

Addison Town Hall
5300 Belt Line Rd., Dallas, TX 75254
Tuesday, November 13, 2018
5:30 pm Reception & Work Session
7:30 Regular Meeting

Present: Mayor Joe Chow; Mayor Pro Tempore Paul Walden; Deputy Mayor Pro Tempore Tom Braun; Council Member Ivan Hughes; Council Member Guillermo Quintanilla; Council Member Lori Ward; Council Member Marlin Willesen

Call Meeting to Order: Mayor Chow called the meeting to order 6:01 pm.

WORK SESSION

1. **Reception for the 2018 Addison Citizens Academy Graduates.**
2. **Present and Discuss Midway Road Landscape Coordination with the Master Transportation Plan.**

PRESENTATION: *Director of Parks & Recreation Janna Tidwell* – Council directed staff to apply the Master Transportation Plan (MTP) and to replace as many trees as possible to Midway Road. The MTP had been presented at a previous meeting; however, due to various conditions along the roadway staff recommends deviating from the plan making the overall corridor width to 20’ to 21’ wide. This would apply to approximately 67% of the corridor. Where the Preferred Scenario is not feasible, plans are to decrease the landscape buffer by the roadway from 6’ to 3’ wide, creating a 4’ wide planting area between the ROW and multi-use path to accommodate planting of canopy trees. Overall corridor width would be 17’ wide. This would apply to 33% of the corridor, excluding transitions to corners. The next step would be to reach out to the adjacent property owners searching a consensus and then bringing back to the City Council for approval.

In addition to the MTP, Staff is proposing to apply the Belt Line 1.5 Design Palette to Midway Road. Regarding the landscape areas between the back of the curb and ROW is often utilized by the property owners to meet landscape ordinance requirements and is maintained by the property owner. Staff is recommending applying this standard to Midway Road. COUNCIL COMMENTS: Proceed and return at a future date for approval.

3. **Present and Discuss the Findings of the Addison Circle/Cotton Belt Special Area Study.**

Presentation: *Assistant Director of Development Services Charles Goff* – This was a follow up discussion to what was originally presented at the August 14th meeting for Council information. Mark Bowers with Kimley-Horn and Karen Walz with Strategic Community Solutions addressed the City Council to provide an overview of the study process and findings. Karen Walz then facilitated a discussion with Council to get direction on various elements of the study findings. COUNCIL COMMENTS: The Council agreed with the proposed vision statement for the study area and provided input on minor revisions to the guiding principles. With regards to the Addison Central area, Council discussed the proposed density around the station and agreed with the level presented in the Study. Council also stated that future development should create an integrated, year-round, multifaceted regional destination. Additionally, Council agreed that future development should be integrated into the open space and development character that exists in Addison Circle and that additional connections between the transit center and other Addison destinations should be encouraged through a variety of means. With regards to the Addison Circle West area, Council discussed that a hotel near the Addison Conference and Theatre Centre would be an appropriate use if it was determined to be economically viable. Staff indicated that Council's direction would be incorporated into the Study report and that a Comprehensive Plan Amendment would be brought forward to formally adopt the study findings.

REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

4. **Present Certificates to the 2018 Citizens Academy Graduates.**

Mayor Chow presented certificates of completion to 2018 Citizens Academy Graduates Angie Fields, Avery Lovelady, Bill Gofrey, Bob Catalani, Brooks Haley, Donna Duffy, George Pena, Glenn Levy, Kent Domingue, and Nancy Craig. Assistant Director of Infrastructure and Engineering Services Jason Shroyer and Assistant Director of Development Services Charles Goff facilitated the 2018 Class.

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

No citizens signed up to speak on any item not on the agenda.

CONSENT AGENDA

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

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6. **Consider Action to Approve the October 22, 2018 Special Meeting, October 23, 2018 Work Session and Regular Meeting and October 29, 2018 Town Meeting Minutes.**
7. **Consider Action to Approve a Resolution for a Professional Engineering Services Agreement with Eikon Consulting Group, LLC, for the Construction Management Services Associated with the Addison Athletic Club HVAC Project and Authorize the City Manager to Execute the Agreement in an Amount not to Exceed \$66,720.**
8. **Consider Action to Approve a Resolution for a Conduit Occupancy License Agreement Between the Town of Addison and MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services, for Occupancy of the Town of Addison Underground Conduit System on Belt Line Road Between Midway Road and Marsh Lane and Authorizing the City Manager to Execute the Agreement.**
9. **Present, Discuss, and Consider Action on a Resolution for a Construction Agreement with Felix Construction Company for the Construction Operations and Installation Services Associated with Surveyor Pump Station Pump #1 Replacement and Authorize the City Manager to Execute the Agreement in an Amount Not to Exceed \$79,000.**
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10. **Consider Action to Approve a Resolution for an Events Sponsorship Agreement with DCO Reality, Inc., (UDR) for the Purposes of Sponsoring Events at Vitruvian Park to Include, but not limited to, Vitruvian Nights Live, Vitruvian Salsa Nights and the Vitruvian Holiday Lights Display and Authorize the City Manager to Execute the Agreement in an Amount not to Exceed \$185,000.**
11. **Consider Action to Approve a Resolution for a Contract with The World Affairs Council of Dallas/Fort Worth for Consulting Services and Authorize the City Manager to Execute the Agreement in an Amount not to Exceed \$60,000.**

Mayor Chow called for any requests to pull any item from the Consent Agenda to discuss separately. Council Member Quintanilla requested Item # 10 be pulled from the Consent Agenda to be discussed separately and Council Member Hughes called for Item #12 to be discussed separate.

Mayor Chow called for a motion to approve and adopt Consent Agenda Items 7-9, and 11.

MOTION: Mayor Pro-Tempore Walden moved to adopt Consent Agenda Items 7-9, and 11. Motion was seconded by Council Member Ward. Motion carried unanimously.

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CONSENT AGENDA Item 10. Present, Discuss, and Consider Action on a Resolution for a Construction Agreement with Felix Construction Company for the Construction Operations and Installation Services Associated with Surveyor Pump Station Pump #1 Replacement and Authorize the City Manager to Execute the Agreement in an Amount Not to Exceed \$79,000.

Council Member Quintanilla stated Staff is working to memorialize the history of various city assets as noted by the current packet which contains 800+ pages of information and in the future will be able to provide to the City Council.

MOTION: Council Member Quintanilla moved to approve Consent Agenda Item #10 as presented. Deputy Mayor Pro-Tempore Braun seconded the motion. Motion carried unanimously.

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CONSENT AGENDA ITEM 12. Consider Action to Approve a Resolution for a Contract with The World Affairs Council of Dallas/Fort Worth for Consulting Services and Authorize the City Manager to Execute the Agreement in an Amount not to Exceed \$60,000.

Council Member Hughes reported that Executive Vice President Beth Huddleston of the World Affairs Council was in attendance. He expressed thanks for the work done by Ms. Huddleston and President/CEO Jim Falk on behalf of the Town of Addison. Highlights of the international promotional work accomplished for the Town was presented.

MOTION: Council Member Hughes moved to approve Resolution for a Contract with The World Affairs Council of Dallas/Fort Worth for Consulting Services. Council Member Ward seconded the motion. Motion carried unanimously.

Resolution No. R18-092: Construction Management Services for the Athletic Club HVAC Project - Eikon Consulting Group, LLC

Resolution No. R18-093: Conduit Occupancy License Agreement – MCImetro Access Transmission Services Corp. dba Verizon Access – Underground Conduit System.

Resolution No. R18-094: Construction Agreement - Felix Construction Co. - Surveyor Pump Station Pump #1

Resolution No. R18-095: Events Sponsorship Agreement – DCO Realty, Inc. – sponsoring events at Vitruvian Park

Resolution No. R18-096: Consulting Services Agreement – World Affairs Council of Dallas/Fort Worth

REGULAR ITEMS

12. **Hold a Public Hearing, Present, Discuss, and Consider Action on an Ordinance to Amend Article XX, Special Uses, Item (39) Microbrewery, and Article XXX, Definitions, By Revising the Definition of Microbrewery.Case 1785-Z/Town of Addison.**

Senior Planner Olga Chernomorets presented this addition to the Code of Ordinances for Council consideration. Currently, Special Use Permits for the sale of beer and wine for off-premises consumption may only be approved for properties zoned Local Retail, Urban Center or in certain Planned Development Districts. In order to bring the Town's ordinances in compliance with Texas Alcohol & Beverage Commission (TABC) rules Staff proposes to revise and update the Town's guidelines for a microbrewery and include a definition without conditions. This amendment was presented to the Planning & Zoning Commission on 10/16 and recommended for approval.

Mayor Chow opened the Public Hearing to allow for public comment. Matt Ehinger, Bitter Sisters Brew master, addressed the Council to speak in favor of this amendment to the Code. He stated that with this amendment the Brewery would be able to increase their production from 1,300 barrels to 10,000 barrels. Additionally, the changes will make the Brewery a visitor designation and allow for on-site purchases and allow the purchaser to take their purchase home. There being no other comments at the Public Hearing Mayor Chow closed the Public Hearing.

MOTION: Council Member Hughes moved to approve Ordinance Amending Article XX, Special Uses, Item (39) Microbrewery, and Article XXX, Definitions, By Revising the Definition of Microbrewery for Case 1785-Z/Town of Addison as submitted. Deputy Mayor Pro-Tempore Braun seconded the motion. Motion carried unanimously.

13. **Hold a Public Hearing, Present, Discuss, and Consider Action on an Ordinance Approving Development Plans for the Development of Vitruvian West Phase II and III, Including Site Plan, Landscape Plan, Building Elevations, and Floor Plans for 767 Multifamily Units, Including Amenities, on a 6.854 Acre Property in an Existing Planned Development District (PD O07-034 as Amended By O16-017), Generally Located on the Northeast Corner of Marsh Lane and Vitruvian Way, and Approving Waivers to Construction Materials. Case 1786-Z/Vitruvian West Phase II and III.**

Senior Planner Olga Chernomorets presented the item and advised that Vitruvian West is a three (3) phase Planned Development project located on the NE corner of Marsh Lane and Vitruvian Way. Phase I is already constructed with Plans are for 361 units in Phase II and 406 units in Phase III. The buildings will be five stories with a parking garage. Ms. Chernomorets advised that the Development Plan approval is a ministerial act and therefore differs from zoning cases. The Code does allow for three (3) different materials to be used; however, Council had previously approved the use of a 4th material, metal paneling. To provide for unity and consistency, UDR requested waivers to the construction materials, without conditions to allow for metal paneling. UDR Director of Development Elizabeth Likovich provided a PowerPoint presentation of the project. Mayor Pro-Tempore Walden inquired about the trees currently in the greenspace where Phase II and III will be constructed. Ms. Likovich advised that some of the trees would be moved, saved if possible and re-planted in other locations. New ornamental trees will be added.

Mayor Chow opened the Public Hearing and called for requests to address the City Council. There being none, Mayor Chow closed the Public Hearing.

MOTION: Council Member Willesen moved to approve Development Plans Ordinance for the Development of Vitruvian West Phase II and III, Case 1786-Z/Vitruvian West Phase II and III as submitted. Council Member Quintanilla seconded the motion. Motion carried unanimously.

14. **Present, Discuss, and Consider Action on an Ordinance Granting a Meritorious Exception from Various Sections of Chapter 62 of the Code of Ordinances for Flower Child Located at 5290 Belt Line Road Suite 100 on the South Side of Belt Line Road east of Montfort Drive in Order to Permit Additional Attached Signage and Window Signage.**

Assistant Director of Development Services Charles Goff presented an appeal from a new restaurant, Flower Child, to install external wall murals and window graphics. Chapter 62 of the Code of Ordinances allows for a meritorious exception to the sign ordinance that do not conform

to the Code but make a positive contribution to the visual environment. Council may consider appeals on the basis that such regulations and/or standards will, by reason of exceptional circumstances or surroundings, constitute a practical difficulty or unnecessary hardship or on the basis that the proposed improvement although falling under the definition of a "sign," constitutes art that makes a positive contribution to the visual environment. Design Project Manager for Flower Child Megan O'Malley stated that the mural "Flower Child" is present at nearly every Flower Child restaurant and has become recognized synonymous the brand. A total of eight (8) signs were presented for meritorious exception.

Murals 1, 2, 3 and 6 were proposed for the façade of the building. The murals proposed do exceed the ordinance requirements for effective area as noted in Section 62-163 of the Code. In addition to the exterior murals, vinyl window signs were presented as Items 4,5, 7 and 8. The Code limits window signage to 10% of the window area.

Mayor Pro-Tempore Walden moved to approve the granting of a Meritorious Exception allowing both the wall murals and window graphics. The motion died for lack of a second.

After additional discussion, the consensus of the Council was to not cover the windows, but that the stark white building could use the façade art.

MOTION: Deputy Mayor Pro-Tempore Braun moved to approve murals #1 – Flower Child; #2 – Sun Burst; #3 – Lemon; and #6 – Peace Sign without wording 'Flower Child'. Council Member Ward seconded the motion. Motion carried unanimously.

15. **Present, Discuss, and Consider Action on a Resolution for an agreement with Infinity Contractors International, LTD., for Construction Operations and Installation Services on the Addison Athletic Club HVAC Project and Authorize the City Manager to Execute the Agreement in an Amount not to Exceed \$1,180,035.**

Assistant Director of Infrastructure and Engineering Services Jason Shroyer presented this item. A brief history of the project was presented. The original project was released for bid in April 2018 and closed in May 2018. At that time only one bid was submitted and was rejected by Council. Staff was directed to update the plans and specifications and re-bid the project. It was determined that the timing of the project, during the summer months, was not favorable and the scheduled needed to be relaxed to give the contractor more time to complete the work. With those considerations made, the project was re-bid in September. A total of four (4) bids received with Infinity Contractors International, LTD. Determined to be the lowest responsible bidder with a base bid of \$913,329 and Additive Alternate Bid of \$266,706 for a total of \$1,180,035. The project is expected to take five (5) months to complete upon approval of the HVAC submittals. Staff has reviewed their references and recommend awarding this bid to them.

Several questions were asked regarding the specific design and specification of the equipment being installed. Staff explained the process from design, bid to installation. The bid sub-total is \$1,180,035 with additions of \$100,000 for contingency, \$20,973.63 for remaining design funds to PGAL and \$66,720 to Eikon for construction management which was approved earlier this

evening. This makes the project total of \$1,367,728.63 with a budget re-allocation request of \$363,088.63. Deputy Mayor Pro-Tempore Braun reminded Council that the 'contingency' is the Town's contingency so these funds may or may not be spent. Council Member Hughes requested to go on record to state that the Town can cover the \$363,088.63 re-allocation and the \$300,000 that the Town will end up spending for the trail segments related to the Cotton Belt and still be well above the reserve level that the Town likes to keep in the general fund.

MOTION: Council Member Hughes moved to approve the agreement with Infinity Contractors International, LTD., as submitted. Mayor Pro-Tempore Walden seconded the motion. Motion carried 6 to 1 with Council Member Willesen casting the sole dissenting vote.

MOTION: Council Member Hughes moved to bring forward a budget amendment at an appropriate time as determined by the city manager in the amount of \$363,088.63. Council Member Ward seconded the motion. Motion carried unanimously.

16. **Present, Discuss, and Consider Action to Approve a Resolution for a Grant Funding Agreement with Metrocrest Chamber of Commerce and Authorize the City Manager to Execute the Agreement in an Amount not to Exceed \$35,000.**

This item was Tabled at the 10/23/2018 City Council meeting due to answer questions regarding the refund of \$5,000 and to update the Council on projected services to the Town for Fiscal Year 2018-2019. At the 10/23 meeting Mayor Pro-Tempore Walden requested that the Metrocrest Chamber of Commerce Board be asked to consider refunding \$5,000 to the Town for a lack of performance deliverables from the Fiscal Year 2018 contract agreement. Metrocrest Chamber of Commerce President Erin Carney made a presentation on the services the Chamber provides to the Town of Addison. Metrocrest Chamber of Commerce Chair-Elect James Weichel addressed the City Council to discuss the history and partnership of the Chamber with the Town.

Mayor Chow opined that problems have occurred between the Town and the Chamber due to a lack of communication. He added that he wanted better communication between both entities especially with appointments to the Metrocrest Leadership program. He stressed that emphasis must be placed on appointing members of the community and use employees to fill-in empty spots to help the Chamber have a full class. He concluded by saying that the Town does receive a value from partnering with the Chamber and thanked Liaisons, Council Member Hughes and Deputy Mayor Pro-Tempore Braun, for their service. Mayor Chow requested that City Manager Pierson look at setting-up a meeting between Council and Grantees prior to approving the Budget and awarding grant funding agreements.

Council Member Willesen moved to approve this item with the condition that the Addison City Council is the one that appoints the coming year Metrocrest Class. That motion died for a lack of a second.

Council Members Hughes, Ward and Quintanilla opined that Leadership Metrocrest appointments are a separate topic and should not be tied to this contract agreement. A recommendation was made for Council to discuss the appointment process prior to selection of

the next Leadership Class appointments.

MOTION: Council Member Hughes moved to approve Grant Funding Agreement with Metrocrest Chamber of Commerce for \$35,000 as submitted. Council Member Ward seconded the motion. Motion carried 6 to 1 with Mayor Pro-Tempore Walden casting the sole dissenting vote.

17. **Present, Discuss, and Consider Action Related to Potential Municipal Debt Issuances for the Midway Road Rehabilitation Project and Funding of the Addison Grove Development Incentive.**

City Manager Pierson presented the item and posed the following policy questions to the discussed by the City Council:

- 1) Should the funding gap for the Midway Road Reconstruction Project be funded through additional voter approved bonds or should the City Council authorize the sale of Certificates of Obligation to complete a project that is already authorized by voters?
- 2) Should the Addison Grove Public Infrastructure Incentive continue to be funded on a cash basis or should the City Council authorize the sale of Certificates of Obligation to pay for the project?

Midway Road Reconstruction Project Funding

City Manager Pierson explained that in 2012 voters approved \$16 million in funding for the reconstruction of Midway Road. \$3 million is being spent on the design of the reconstruction project. \$13 million is available for construction of the project. The total project estimate is \$41 million in (\$38 million 2016 dollars + \$3 million to add Master Transportation Plan elements). The funding gap is approximately \$25 million.

City Manager Pierson advised that it is estimated that this reconstruction project, six lanes of traffic from Spring Valley to Keller Springs, may take 3 to 3 ½ years to complete and will be disruptive to the community during the reconstruction period. Additionally, the construction related to the Dallas Area Rapid Transit's (DART) Cotton Belt Commuter Rail project, which will also cross Midway Road would also be disruptive to the community. To minimize community disruption and to potentially realize some cost savings by working with DART on the construction phase of this project. Mr. Pierson advised that Certificates of Obligation provide the Town the ability to close the funding gap while being able to work with DART and others to reduce community disruption and pursue cost savings for the project.

City Manager Pierson also discussed including the additional Midway Road project funding as part of a potential Bond Program in 2019. City Manager Pierson asked the Council to decide whether the Midway Road Reconstruction Project should be funded through additional voter approved bonds or should the City Council authorize the sale of Certificates of Obligation to complete a project that is already authorized by voters.

Council Member Hughes asked if the project scope from the 2012 Bond Election was different from what is being designed now. Assistant Director of Infrastructure and Engineering Services

Shoyer advised that there are differences in the scope of work from 2012 and now and the differences include improvements to the water, wastewater, and storm water infrastructure as well as the additional mobility elements associated with incorporating the Master Transportation Plan elements as directed by Council previously.

City Manager Pierson informed Council that grant funds for expansion of the Master Transportation Plan elements are available through Dallas County at a 50-50 match. In addition, Staff believes there may be opportunities to receive funding from the Council of Governments (NTCOG) for parts of the project that promote improved mobility. The impact to the tax rate of this project were discussed. Council Member Quintanilla stated he was in favor of proceeding with this project which was approved by the voters in 2012. He added that the costs of repairs and construction would only increase. City Manager Pierson advised that this motion was only providing Staff direction at this time. Specific project information and the approval process as required by state law for the issuance of Certificates of Obligation would be provided at a future meeting.

MOTION: Council Member Hughes moved to direct the City Manager to proceed with the issuance of Certificates of Obligation based on the need for the project as identified by the design estimate for the Midway Road Reconstruction Project. Council Member Ward seconded the motion. Motion carried unanimously.

Addison Grove Public Infrastructure Incentive Funding

City Manager Pierson explained that in 2016 the City Council approved an economic development incentive agreement to reimburse the developer for the cost of the public infrastructure related to the redevelopment of the former Sam's Club site (Addison Grove). The incentive was to be cash funded from multiple Town funding sources. The cash funding will impact the financial resources from those funding sources, particularly the General Fund, to deliver Town services. Additionally, there were requests by Councilmembers to discuss the existing funding plan for the Addison Grove Development Incentive.

Deputy Mayor Pro-Tempore Braun stated that this Addison Grove Project will reimburse the developer for the public infrastructure installed by them for this project but owned by the Town. This type of agreement is no different than other incentive projects the Town has participated in the past. A summary of the cost for this \$6.5 million Project was presented and discussed. By the end of Fiscal Year 2019, \$3 million in cash will be saved to meet this commitment. Mayor Pro-Tempore Walden asked what would be done with the funds already on hand if a Certificates of Obligation were used to fund the entire commitment. City Manager Pierson advised that there were plenty of unfunded capital improvement projects that the cash funds could be applied to. Council Member Willesen stated he would like to stick with the funding plan which was already approved and not take on any more debt. Mayor Pro-Tempore Walden stated he preferred to finance the commitment through long-term debt in the form of Certificates of Obligation. Council discussed a number of options.

MOTION: Deputy Mayor Pro-Tempore Walden moved to direct the City Manager to proceed to fund this \$6.25M incentive project thru the issuance of Certificates of Obligation. Council Member Quintanilla seconded the motion. Motion failed 5 to 2 with Mayor Chow, Deputy

Mayor Pro-Tempore Braun, Council Members Hughes, Ward and Willesen voting against.

MOTION: Deputy Mayor Pro-Tempore Braun moved to direct the city manager to proceed with the issuance of Certificates of Obligation to fund the \$3.25M balance of the Addison Grove Development Incentive Program. Council Member Ward seconded the motion. Motion carried 4-3 with Mayor Pro-Tempore Walden, Council Members Hughes and Willesen voting against.

Adjourn Meeting

There being no further business to come before the Council, Mayor Chow adjourned the meeting at 10:58 pm.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma G. Parker, City Secretary

Work Session and Regular Meeting

8.

Meeting Date: 11/27/2018

Department: Infrastructure- Development Services

AGENDA CAPTION:

Consider Action to Approve a **Resolution Authorizing the City Manager to Submit an Amendment Application to Water Use Permit No. 5383a with the Texas Commission On Environmental Quality** for the well at Vitruvian Park.

BACKGROUND:

The Town of Addison holds Permit No. 5383A for Farmers Branch Creek as it runs through Addison, in the area known as Vitruvian Park. The permit allows the Town to impound water in the two reservoirs for public park purposes. The permit also contains several Special Conditions that must be met in order for the Town to be in compliance with the permit requirements. Among other conditions listed in the permit, the Town is required to keep the reservoirs in good working condition so that all State water is passed downstream from the park area; provide and maintain an alternative source of water from a well drilled to the Trinity Aquifer; and provide a riparian buffer zone that will consist of permanent native vegetation at a density that will ensure complete coverage at maturity.

The source of water that the Town uses to replace water lost from evaporation and to ensure that the reservoirs remain full, comes from the Woodbine Aquifer, not the Trinity Aquifer. Also, the riparian area currently is covered with Bermuda grass that is not native to Texas. Therefore, the Town needs to amend Permit 5383A to allow the Woodbine Aquifer to remain as the secondary source of water and to allow changes to the riparian area that will provide for a mixture of Bermuda and native grasses, while still allowing the area to be used for public park purposes, as stated in the permit.

In order to amend the Town's Water Rights Permit No. 5383A, the Texas Commission on Environmental Quality requires that the application be signed by a duly authorized official. This action confirms the authority of the City Manager to sign the application on the behalf of the Town.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - TCEQ Water Rights Amendment

TOWN OF ADDISON, TEXAS
RESOLUTION NO. R18-_____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS AUTHORIZING THE CITY MANAGER TO SUBMIT AN AMENDMENT APPLICATION TO WATER USE PERMIT NO. 5383A WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas (the "City") is in the process of amending its Water Use Permit No. 5383A (the "Application") with the Texas Commission on Environmental Quality ("TCEQ");

WHEREAS, the rules of the TCEQ (30 Tex. Admin. Code §295.14(5)) require that the Application be signed by a duly authorized official; and

WHEREAS, the City Council desires by this Resolution to appoint and confirm the authority of the City Manager to submit an Application on behalf of the City.

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

Section 1. The above and foregoing recitals to this Resolution are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The City Council hereby approves the filing of an Application with the TCEQ and the execution of that application by the City Manager. The City Council does hereby confirm the authority of the City Manager to execute the Application on behalf of the City.

Section 3. This Resolution shall take effect upon its passage and approval.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 27th day of November, 2018.

Joe Chow, Mayor

ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED TO FORM:

By: _____
Brenda McDonald, City Attorney

Work Session and Regular Meeting

9.

Meeting Date: 11/27/2018

Department: Infrastructure- Development Services

Pillars: Excellence in Asset Management
Excellence in Transportation Systems

AGENDA CAPTION:

Consider Action to Approve a **Resolution for an Agreement Between the Town of Addison and Garver, LLC for Airport On-Call Engineering Services and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$138,000.

BACKGROUND:

Through a Request for Qualifications selection process administered by the TxDOT Aviation Division in 2013, the Town of Addison selected Garver, LLC as the Addison Airport Engineer of Record to provide engineering design services for all grant funded airport capital projects. From time-to-time, however, there is a need for engineering services for projects that are not eligible for grant funding. For example, the airport needs design, bid phase, and construction management services for various airside and landside concrete pavement repairs. Construction management and testing services are needed for relocation of the fuel farm delivery tanker exit lane, and design and construction management services are needed for reconstruction of George Haddaway Road. Staff is recommending that Garver, LLC provide these on-call services as well since they are the current Engineer of Record and have provided outstanding engineering service to the airport.

Under the terms of the on-call agreement, Garver, LLC will provide engineering services on a work order basis, the scope and cost of which will be agreed upon in advance of the work being performed. A sample Work Order form is attached as Appendix B in Exhibit A in the attached resolution. The terms of the on-call services agreement will be incorporated in each work order. The agreement amount is not to exceed \$138,000 and is budgeted for in the Airport operating budget and will expire September 30, 2019. The agreement can be terminated for any reason upon delivery of written notice to Garver, LLC.

RECOMMENDATION:

Administration recommends approval.

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A MASTER AGREEMENT FOR PROFESSIONAL SERVICES WITH GARVER, LLC FOR ADDISON AIRPORT ON-CALL SERVICES FOR THE 2019 FISCAL YEAR, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The Master Agreement for Professional Services between the Town of Addison, Texas and Garver, LLC for Addison Airport On-Call Services for the 2019 fiscal year, attached hereto as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement and utilize the services contemplated therein by approving work orders under the agreement.

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

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 27th day of November, 2018.

Joe Chow, Mayor

ATTEST:

By:_____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By:_____
Brenda N. McDonald, City Attorney

EXHIBIT A



**MASTER AGREEMENT FOR PROFESSIONAL SERVICES
Addison Airport On-Call Services
Town of Addison, Texas
Project No. 19081100**

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made as of the Effective Date (as set forth above the signatures by the parties to this Agreement) by and between the **Town of Addison, Texas**, hereinafter sometimes referred to as "Client," and **GARVER, LLC**, an Arkansas limited liability company, hereinafter referred to as "GARVER" (Client and GARVER are sometimes referred to herein together as the "parties" and individually as a "party").

The Client desires to hire Garver to provide professional engineering and planning services related to Addison Airport, and Garver desires to provide such services to the Client.

Now, therefore, the Client and GARVER in consideration of the mutual covenants in this Agreement, do hereby agree as set forth in this Agreement. GARVER shall not begin work on or provide any Services or any other work or services under or in connection with this Agreement until Client, from time to time, directs GARVER in writing to proceed.

SECTION 1 - SERVICES OF GARVER

The Client agrees to engage GARVER, and GARVER agrees to provide to and perform for Client, professional Services (as defined in Section 2 of this Agreement) in connection with the proposed improvements as stated in this Agreement. These Services will conform to the requirements and standards of the Client, and conform to and be conducted in a manner consistent with the standards of practice ordinarily used by, and that level of care and skill ordinarily exercised by, reputable members of the engineering (GARVER's) profession currently practicing in Dallas County, Texas and under similar conditions. GARVER's Services consist of that work and services performed by GARVER and its owners, directors, officers, employees, agents, contractors, subcontractors, representatives, and consultants. For having rendered such Services, the Client agrees to pay GARVER compensation as stated in and in accordance with the sections to follow.

In connection with this Agreement and the Services to be provided by Garver pursuant to this Agreement:

- A. GARVER represents and warrants that it is authorized by the State of Texas, as may be required by applicable law, rule, or regulation, to practice and provide the Services set forth in this Agreement and that any necessary licenses, permits or other authorization to perform such Services have been acquired as required by such law, rule, or regulation.
- B. GARVER and Client agree and acknowledge that Client is entering into this Agreement in reliance on GARVER's professional abilities with respect to performing the Services described herein.
- C. GARVER shall perform the Services set forth in this Agreement in accordance with all applicable laws, statutes, ordinances, regulations, codes, standards, policies, orders, and rules of any federal, state or local governmental entity or agency having jurisdiction over any matter related to this Agreement and in accordance with the standard of care set forth herein.

GARVER shall perform all Services in a timely and professional manner, utilizing at all times an economical and expeditious manner for performing such Services consistent with the standards set forth



herein and shall cause all subcontracted Services to be similarly undertaken and performed. GARVER shall re-perform and otherwise remedy any Services provided by or for GARVER (including any subcontracted Services) not meeting or satisfying the standard of care set forth herein without additional compensation.

Notwithstanding Client's review, approval or acceptance of any Services, and including any drawings, plans, documents, designs, materials, reports, proposals, records, specifications, deliverables, or any other work product prepared by or for GARVER under or in connection with this Agreement (collectively, "Drawings"), GARVER represents that such Services, including any Drawings: (i) shall be sufficient and adequate for the project and fit for the purposes for which they are intended, and (ii) shall, to the best of GARVER's knowledge, information and belief as an engineer, be free from material error. In accordance with the standard of care set forth herein, GARVER agrees that it shall not recommend unsuitable materials in connection with any of its Services. If the design delivered by GARVER should be defective or have errors, GARVER will assume sole responsibility for any damages, losses, claims, or expenses to the extent caused by the same.

Approval or acceptance by Client of any Services provided by or for GARVER, and including any Drawings, shall not constitute nor be deemed a release of the responsibility and liability of GARVER, its owners, officers, managers, employees, subcontractors, and consultants for the accuracy and competency of the same (and GARVER shall be and remain liable to Client for all damage caused by GARVER's negligent or intentionally wrongful performance, acts or omissions, or willful misconduct, under this Agreement), nor shall such approval or acceptance be deemed to be an assumption of or an indemnification for such responsibility or liability by Client for any defect, error or omission in the same, it being understood that Client at all times is relying on GARVER's skill and knowledge in preparing and providing the Services, including Drawings.

GARVER shall be wholly and solely responsible for the Services provided by any owner, officer, manager, employee, representative, agent, consultant, contractor or subcontractor of GARVER.

SECTION 2 - SCOPE OF SERVICES

Scope of Services to be provided and performed by GARVER under this Agreement are and will be further described in each Work Order (as defined in the following paragraph) (the "Services"), which Appendix is incorporated into and made a part of this Agreement.

GARVER will perform professional Services as requested by the Client from time to time. The terms of each work assignment or project for which Services are to be provided will be defined and agreed upon by the Client and GARVER and represented in the form of a written Work Order ("Work Order," the form of which is attached to this Agreement as Appendix B and incorporated herein). The terms, conditions, and provisions of this Agreement shall be applicable to each Work Order. The Services to be provided by GARVER in a Work Order are sometimes referred to in this Agreement as a "project."

SECTION 3 - PAYMENT

For the work described under SECTION 2 - SCOPE OF SERVICES, the Client will pay GARVER a lump sum and/or on an hourly rate basis, to be defined in each Work Order. Hourly rates for the Services (identified by classification) are set forth in Appendix A to this Agreement and incorporated herein. Those hourly rates are in effect as of the Effective Date and may be increased by GARVER one time during the first year of this Agreement, with written notice of such increase (if any) to be given to Client by no later than May 1, 2019 and such increase (if any) to take effect on June 1, 2019. In subsequent years, the



hourly rates may be increased one time, with notice of an increase (if any) to be given to Client not later than May 1 of the applicable year and such increase (if any) to be effective upon June 1 of the applicable year. Any increase in hourly rates shall not exceed five percent (5%) of the hourly rates then in effect under this Agreement.

If any payment due GARVER under this Agreement that is not in dispute is not received by GARVER within 60 days after the date of Client's receipt of Garver's invoice (together with any materials in support of the invoice), GARVER may elect to suspend Services under this Agreement and any Work Order pertaining to the invoice without penalty or liquidated damages assessed from the Client.

The Client will pay GARVER on a monthly basis, based upon statements (invoices) submitted by GARVER to the Client indicating the Services performed and accomplished for each Work Order during the immediately prior month. Each statement shall be submitted to Client no later than the 10th day of each month, and shall, among other things, (i) describe the Services performed, (ii) identify the personnel of GARVER providing Services, the number of hours (or portion thereof) of Services provided by each such person, and the then current hourly billing rates for each such person, (iii) show the sum of all prior payments under this Agreement and the particular Work Order for which the Services have been provided, (iv) include an itemized statement of reimbursable expenses incurred (if any), and (v) if requested by Client, copies of receipts (or other documentation) to verify the accuracy of the statement. Payments not in dispute that are not received within 60 days after the date of Client's receipt of invoice will be subject to a one percent monthly simple interest charge or such other amount as may be provided by State law. GARVER shall not be entitled to any compensation for any Services not actually performed or for any lost profits as a result of Client's termination of this Agreement or suspension of the Services.

Expenses other than salary costs that are directly attributable to performance of GARVER's professional services will be billed as follows:

1. Actual direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses (however, no travel outside of Dallas County, Texas shall be eligible for payment or reimbursement unless GARVER has, prior to any such travel, submitted to Client the costs and received the Client's written consent for the same).
2. Actual direct cost plus 10 percent for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
4. \$100 per month for each month computer design/modeling software is utilized.
5. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.
6. \$20 per hour for GPS survey equipment use.
7. \$20 per day for traffic counter equipment use.
8. Additional items if applicable

Notwithstanding any other provision of this Agreement, the total amount to be paid to GARVER under this Agreement shall not exceed \$138,000.00. Underruns in any phase may be used to offset overruns in another phase as long as the overall contract amount is not exceeded.

In addition to the fees described above, for geotechnical Services, the Client will pay GARVER an amount submitted by GARVER and approved by Client prior to GARVER incurring any such amount or fees. The fee for Geotechnical Services will be negotiated with a geotechnical consultant selected on a project-by-project basis, as a subconsultant to GARVER. The amount billed will include a 10 percent administrative markup.

In addition to the fees described above, for Property Record Research, the Client will pay GARVER an



amount submitted by GARVER and approved by Client in writing prior to GARVER incurring any such amount or fees. The fee for Property Record Research will be negotiated with a property research consultant, as a subconsultant to GARVER. The amount billed will include a 10 percent administrative markup.

As directed by the Client, some billable work may have been performed by GARVER prior to the Effective Date of this Agreement. Payment for this work will be made in accordance with the fee arrangement established herein, as approved by the Client.

Notwithstanding any provision of this Agreement to the contrary, Client shall not be obligated to make payment to GARVER hereunder if Client determines:

1. GARVER is in default of any of its obligations under this Agreement, any Work Order, or any other documents in connection with the Services (and payment may be withheld to the extent of any such default);
2. Any part of such payment is attributable to any Services which are not performed in accordance with this Agreement;
3. GARVER has failed to make payment promptly to subcontractors or consultants or other third parties used by GARVER in connection with the Services for which the Client has made payment to GARVER; or
4. In its good faith judgment and after consultation with GARVER, that the portion of the compensation then remaining unpaid will not be sufficient to complete the Services under this Agreement and/or any Work Order, no additional payments will be due GARVER hereunder unless and until GARVER performs a sufficient portion of the Services so that such portion of the compensation remaining unpaid is determined by Client to be sufficient to complete the Services.

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Client in writing, the Client will pay GARVER, for time spent on the work, at the rates shown in Appendix A for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel at amounts and in accordance with processes as may be agreed to by GARVER and Client. The rates shown in Appendix A may be increased annually as set forth in this Agreement, with such increase, if any, effective on or about June 1 of the applicable year (and the first such increase, if any, being effective on June 1, 2019).

SECTION 4 - OWNER'S RESPONSIBILITIES

In connection with this Agreement, the Client's responsibilities shall include, but not be limited to, the following:

1. Review and consideration of all documents presented by GARVER and informing GARVER of all decisions within a reasonable time so as not to delay the work of GARVER.
2. Making provision for the employees of GARVER to enter public (Client owned or controlled) and private lands as required for GARVER to perform necessary preliminary surveys and other investigations; but as to private lands, Client will use its reasonable efforts to make such provision and will not be required to expend any funds in doing so.



3. Furnishing GARVER such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed Services as may be in the possession of the Client. Such documents or data will be returned upon completion of the Services or at any other time at the request of the Client.
4. Furnishing GARVER a current boundary survey with easements of record plotted for the project property.
5. Paying all plan review and advertising costs in connection with the project.
6. Client will not hire any of GARVER's employees during performance of this Agreement and for a period of one year beyond completion of this Agreement.
7. Furnishing GARVER a current geotechnical report for the proposed site of construction, if the Client has a current geotechnical report. GARVER will coordinate with the geotechnical consultant, the Client has contracted with, on the Client's behalf for the information that is needed for the project.

SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

All Drawings shall be, belong to, and remain the sole property of Client for Client's exclusive use or re-use at any time without further compensation and without any restrictions. Without limiting the foregoing or any other provision of this Agreement, Client shall have the right to use the same for the purpose of completing the project for which the Drawings were prepared. Should Client use the same for modifications or extensions of the project for which the Drawings were prepared or on any other project without GARVER's written consent to such use, Client does so at its own risk. Upon completion of the Services, at the time of any earlier termination of this Agreement, or at any time at the request of Client, GARVER shall promptly provide all such Drawings to Client. Provided, however, GARVER shall not be liable for any errors or omissions contained in any Drawings which are incomplete as a result of a suspension or termination where GARVER is unable, because of such suspension or termination, to complete such Drawings.

GARVER's Drawings consist of the printed hard copy reports, drawings, and specifications issued pursuant to the provision of its Services; whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the Client, GARVER will furnish to the Client both printed hard copies and electronic media. In the event of a conflict in their content, however, the printed hard copies shall take precedence over the electronic media.

GARVER's electronic media are furnished without guarantee of compatibility with the Client's software or hardware, and GARVER's sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to the Client.

GARVER agrees to and does hereby grant and assign to Client all intellectual property rights (whether copyright or otherwise) in and to all Drawings in which GARVER may have a copyright or other intellectual property interest, and to all Drawings as to which GARVER may assert any rights or establish any claim under patent, copyright, or other intellectual property laws. **WITHOUT LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, GARVER REPRESENTS THAT CLIENT'S USE OF SUCH DRAWINGS WILL NOT INFRINGE UPON ANY THIRD PARTIES' RIGHTS AND GARVER WILL INDEMNIFY AND PROTECT CLIENT**



FROM ANY INFRINGEMENT CLAIMS ARISING FROM CLIENT'S USE OF ANY DRAWINGS.

5.2 Opinions of Cost

Since GARVER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the methods of determining prices by a contractor that performs construction work pursuant to any Drawings, or over competitive bidding or market conditions, GARVER's estimates of costs and construction costs provided for herein are to be made on the basis of GARVER's experience and qualifications and represent GARVER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry in Dallas County, Texas; but GARVER cannot and does not guarantee that proposals, bids or actual total construction project or construction costs will not vary from estimates prepared by GARVER.

The Client understands that the construction cost estimates developed by GARVER do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the Client, GARVER will not be required to re-design the project without additional compensation.

5.3 Underground Utilities

GARVER will not, unless defined within a Work Order, provide research regarding utilities and survey utilities located and marked by their owners. Additionally, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, if such facilities are not located and marked by a utility company, GARVER is not responsible for knowing whether underground utilities are present or knowing the exact location of utilities for design and cost estimating purposes.

GARVER will subcontract with a company specializing in locating underground utilities (subject to Client's consent) and will pass the direct cost plus 10 percent from the locating company to the Client. GARVER will survey the locations marked by the locating company and the utility owners. GARVER will not be responsible for the completeness or accuracy of the markings made by locating company or utility owners, nor will GARVER be liable for costs incurred by the Client due to incomplete or inaccurate utility markings.

5.4 Insurance

At all times in connection with this Agreement, GARVER shall purchase, provide and maintain in a company or companies lawfully authorized to do business in Texas such insurance coverages as set forth below:

A. Worker's Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

B. Commercial Automobile Liability at minimum combined single limits of \$500,000.00 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

C. Commercial General Liability insurance at minimum combined single limits of \$1,000,000.00 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and contractual liability (covering, but not limited to, the indemnity obligations set forth in this Agreement).



D. Professional Liability coverage at minimum limits of \$2,000,000.00 covering claims resulting from acts, errors and omissions in the performance of professional services. This coverage must be maintained for at least four (4) years after any project for which professional services are provided is finally completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of this Agreement (or earlier) must be maintained during the full term of this Agreement and during the four year period thereafter described herein.

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

- A. The Town of Addison, Texas shall be named as an additional insured with respect to General Liability, Automobile Liability, and Worker's Compensation.
- B. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
- C. A waiver of subrogation in favor of the Town of Addison, Texas shall be contained in the Workers Compensation and all liability policies.
- D. All insurance policies shall be endorsed to require the insurer to notify the Town of Addison Texas at least 30 days prior to any material change in the insurance coverage.
- E. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least 30 days notice prior to cancellation or non-renewal of the insurance (but excluding cancellation for non-payment of premium, but in such event Garver shall notify the Town of Addison in writing at least 30 days prior to cancellation of insurance for non-payment of premium).
- F. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- G. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- H. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance, satisfactory to Client, shall be prepared and executed by the insurance company or its authorized agent, delivered to Client simultaneously with the execution of this Agreement (and updated as needed), and shall contain provisions representing and warranting the following:

- A. List each insurance coverage described and required herein. Such certificates will also include a copy of the endorsements necessary to meet the requirements and instructions contained herein.
- B. Shall specifically set forth the notice-of-cancellation and termination provisions to the Town of Addison, Texas.

Prior to the Client's execution of this Agreement, GARVER shall furnish the Client with complete copies



of all insurance policies, and applicable endorsements, certified to be true and correct by the insurance carrier. Client reserves the right to review the insurance requirements contained herein and to adjust coverages and limits when deemed necessary and prudent by Client.

5.5 Records

GARVER will retain all pertinent records relating to this Agreement for a period of four (4) years beyond completion of its provision of Services and the completion of construction by a contractor that performs construction work pursuant to any Drawings (and this obligation shall survive the expiration or termination of this Agreement). GARVER shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement. Client and Client's representatives may have access to such records during normal business hours at a location within Dallas or Collin County, Texas, including to audit or inspect the same.

The FAA, Client, Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers and records of GARVER which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcription.

After completion of each work assignment for Services, and prior to final payment therefor, GARVER shall deliver to the Client all original documentation and Drawings prepared under this Agreement, and one (1) set of the record drawing Construction Plans updated to reflect changes. One (1) set of the record drawing Construction Plans will also be delivered to the FAA Airport Region Office. In the event the Client does not have proper storage facilities for the protection of the original Drawings, the Client may request GARVER to retain the Drawings with the provision that they will be made available upon written request.

5.6 GARVER'S INDEMNITY OBLIGATION

IN CONSIDERATION OF THE GRANTING OF THIS AGREEMENT AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, GARVER AGREES TO FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS CLIENT AND CLIENT'S ELECTED AND APPOINTED OFFICIALS, ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND VOLUNTEERS, INDIVIDUALLY OR COLLECTIVELY, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES (COLLECTIVELY, "CLIENT PERSONS") AND EACH BEING A "CLIENT PERSON"), FROM AND AGAINST ANY AND ALL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR, RELATED TO, OR ARISING OUT OF INJURIES (INCLUDING BUT NOT LIMITED TO DEATH), LOSSES, EXPENSES, LIABILITY, PENALTIES, PROCEEDINGS, JUDGMENTS, ACTIONS, DEMANDS, CAUSES OF ACTION, SUITS, HARM, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF DEFENSE), OF ANY KIND OR NATURE WHATSOEVER, MADE UPON OR INCURRED BY CLIENT OR BY ANY OTHER CLIENT PERSONS, WHETHER DIRECTLY OR INDIRECTLY, (COLLECTIVELY, "CLAIMS"), THAT ARE CAUSED BY OR RESULT FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY GARVER OR BY GARVER'S EMPLOYEE, OR GARVER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH GARVER EXERCISES CONTROL (GARVER'S EMPLOYEE, AGENT, CONSULTANT UNDER CONTRACT, OR SUCH OTHER ENTITY BEING, COLLECTIVELY, "GARVER PERSONS").

SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OR INTENTIONAL TORT OF A CLIENT PERSON. HOWEVER, WHEN CLAIMS ARISE OUT OF THE CO-NEGLIGENCE OR OTHER CO-LIABILITY OF CLIENT OR OTHER CLIENT PERSON AND GARVER OR ANY GARVER PERSONS, GARVER'S LIABILITY UNDER THIS SECTION SHALL BE REDUCED BY THAT PORTION OF THE TOTAL AMOUNT OF THE CLAIMS (EXCLUDING ATTORNEYS' FEES AND COSTS INCURRED IN DEFENSE OF CLAIMS) EQUAL TO CLIENT PERSON OR PERSONS' PROPORTIONATE SHARE OF THE NEGLIGENCE OR OTHER LIABILITY THAT CAUSED THE LOSS ATTRIBUTABLE TO SUCH NEGLIGENCE. LIKEWISE, IN SUCH INSTANCE, GARVER'S LIABILITY, IF ANY, FOR CLIENT PERSON'S DEFENSE COSTS AND ATTORNEYS' FEES SHALL BE REDUCED BY THAT PORTION



OF THE DEFENSE COSTS AND ATTORNEYS' FEES EQUAL TO CLIENT PERSON OR PERSONS' PROPORTIONATE SHARE OF THE NEGLIGENCE OR OTHER LIABILITY THAT CAUSED THE LOSS ATTRIBUTABLE TO SUCH NEGLIGENCE.

GARVER SHALL PROMPTLY ADVISE CLIENT IN WRITING OF ANY CLAIM OR DEMAND AGAINST CLIENT OR ANY OTHER CLIENT PERSON, **GARVER**, OR **GARVER** PERSON RELATED TO OR ARISING OUT OF **GARVER**'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND. CLIENT PERSONS SHALL HAVE THE RIGHT, AT CLIENT PERSONS' OPTION AND AT OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING **GARVER** OF ANY OF ITS OBLIGATIONS HEREUNDER.

THE PROVISIONS IN THE FOREGOING DEFENSE, INDEMNITY AND HOLD HARMLESS ARE SEVERABLE, AND IF ANY PORTION, SENTENCE, PHRASE, CLAUSE OR WORD INCLUDED THEREIN SHALL FOR ANY REASON BE HELD BY A COURT OF COMPETENT JURISDICTION TO BE INVALID, ILLEGAL, VOID, OR UNENFORCEABLE IN ANY RESPECT (INCLUDING, WITHOUT LIMITATION, FOR VIOLATING SECTION 271.904(A), TEX. LOC. GOV. CODE, OR SECTION 130.002(B), TEX. CIV. PRAC. & REM. CODE), SUCH INVALIDITY, ILLEGALITY, VOIDNESS, OR UNENFORCEABILITY SHALL NOT AFFECT ANY OTHER PROVISION THEREOF, AND THIS DEFENSE, INDEMNITY AND HOLD HARMLESS PROVISION SHALL BE CONSIDERED AS IF SUCH INVALID, ILLEGAL, VOID, OR UNENFORCEABLE PROVISION HAD NEVER BEEN CONTAINED IN THIS AGREEMENT.

THE OBLIGATIONS SET FORTH IN THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

5.7 Design without Construction Phase Services

Unless otherwise stipulated in Work Orders, it is understood and agreed that **GARVER**'s Scope of Services under this Agreement does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the Client. If **GARVER** is not retained by Client to provide any of such construction phase services, then as between **GARVER** and Client, the Client assumes all responsibility for interpretation of the Construction Contract Documents and for construction observation and supervision and waives any claims against **GARVER** for such interpretation and for such construction observation and supervision.

If the Client requests in writing that **GARVER** provide any specific construction phase services and if **GARVER** agrees in writing to provide such services, then such services shall be addressed in a separate agreement between the parties or as an amendment to this Agreement and shall be considered as Additional Services.

5.8 Hazardous Materials

Nothing in this Agreement shall be construed or interpreted as requiring **GARVER** to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any hazardous substance or waste. If **GARVER**, in providing the Services, encounters any hazardous materials or suspected hazardous materials, **GARVER** will promptly notify Client of the same and discontinue its Services in the affected area in order to permit testing and evaluation.

5.9 Mediation

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and **GARVER** agree that all disputes between them arising out of or relating to this Agreement may, by agreement of the parties, be submitted to non-binding mediation.

SECTION 6 - GOVERNING LAW; VENUE; TERMINATION; SUSPENSION

6.1 This is a Texas contract and shall be governed by and construed in accordance with the



laws of the State of Texas, without reference to choice of laws rules of any jurisdiction. Venue for any action, lawsuit, or proceeding under or in connection with this Agreement shall lie exclusively in a court of appropriate jurisdiction in Dallas County, Texas, and each of the parties submits to the exclusive jurisdiction of such courts for purposes of any action, lawsuit, or proceeding.

6.2 This Agreement may be terminated by either party (the "non-breaching party") in the event the other party (the "breaching party") fails to perform in accordance with the terms hereof through no fault of the non-breaching party and (i) such failure remains uncured for a period of seven (7) days after written notice thereof (which notice shall specifically identify the failure) is received by the breaching party, or (ii) if the failure cannot with diligence be cured within the said seven (7) day period, if within such seven (7) day period the breaching party provides the non-breaching party written notice of the curative measures which it proposes to undertake which are acceptable to the non-breaching party, and proceeds promptly to initiate such measures to cure such failure, and thereafter prosecutes the curing of such failure with diligence and continuity, the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of such failure with diligence and continuity, but in any event not to exceed 14 days following the occurrence of the failure.

This Agreement may also be terminated or suspended for the convenience of (that is, for any reason or for no reason whatsoever) the Client upon Client's delivery of written notice of termination to GARVER.

Upon termination by either party or upon suspension by Client of this Agreement, GARVER shall be paid for the Services performed to the date of termination and that are not in dispute as provided in and in accordance with SECTION 3 - PAYMENT; however, GARVER may be required to furnish an accounting of all costs. Upon the termination or suspension of this Agreement, GARVER shall cause to be promptly delivered to Client a copy of all of Drawings (whether completed or partially completed) prepared by or for GARVER in connection with this Agreement. Upon termination or suspension of this Agreement, if Client has compensated GARVER for any Services not yet performed, GARVER shall promptly return such compensation to Client (and such obligation shall survive termination of this Agreement).

SECTION 7 - SUCCESSORS AND ASSIGNS; ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the parties, their respective permitted successors and permitted assigns.

Neither the Client nor GARVER shall, and neither has authority to, assign, sell, subcontract, transfer, or otherwise convey in any manner or form whatsoever (including by operation of law, by merger, or otherwise) all or part of their respective rights, duties or obligations under this Agreement without the prior written consent of the other party. Nothing herein shall be construed as creating any personal liability on the part of any officer, official, employee, or agent of Client.

SECTION 7A - MISCELLANEOUS

7A.1 Notwithstanding anything to the contrary in this Agreement, GARVER shall not be deemed to be an agent of Client for any purpose but shall in all events be an independent contractor exercising control over its work and the manner in which it is performed. This Agreement does not and shall not be construed to make GARVER a partner, agent, or joint venturer of Client for any purpose, and Client shall not be deemed an agent for GARVER, and neither GARVER nor Client shall have the right or authority to assume, create, or enlarge any obligations or commitment on behalf of the other and shall not represent itself as having the authority to bind the other in any manner, except as provided for herein. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture, a joint enterprise, or to allow Client to exercise discretion or control over the



professional manner in which the GARVER performs the services which are the subject matter of this Agreement; provided always however that the services to be provided by GARVER shall be provided in a manner consistent with all applicable standards and regulations governing such services. The method and manner in which GARVER's Services hereunder shall be performed shall be determined by GARVER in its sole discretion. The employees, agents, and representatives of, and the methods, equipment and facilities used by, the GARVER shall at all times be under the GARVER's exclusive direction and control.

7A.2 Neither party is liable to the other for any damages for delay in performance caused by acts of God, strikes, lockouts, accidents, fire, casualty, labor trouble, failure of power, governmental authority, riots, insurrections, war, acts or threatened of terrorism, or other events or reasons of a like nature which are beyond the control of the party obligated to perform and not avoidable by the diligence of that party ("Event of Force Majeure"); in such event, the party obligated to perform give the other party prompt notice of such delay and the performance of this Agreement shall be excused for the period of such delay.

7A.3 GARVER shall not divulge or release any information concerning its Services, the project or this Agreement to the public without Client's prior written consent.

7A.4 GARVER covenants and represents that GARVER will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the project.

7A.5 For purposes of this Agreement, notices and all other communications provided for herein shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given when received if delivered personally or if sent by Federal Express or other nationally recognized carrier; or seventy-two (72) hours after deposit if sent by certified mail.

Addresses for notices and communications are as follows:

To Client:

Town of Addison, Texas
5300 Belt Line Road
Dallas, Texas 75254

Attn: City Manager

To GARVER:

Garver, LLC
3010 Gaylord Parkway, Suite 190
Frisco, Texas 75034

Attn: Frank McIlwain, PE

From time to time either party may designate another address within the 48 contiguous states of the United States of America for all purposes of this Agreement by giving the other party not less than ten (10) days advance notice of such change of address in accordance with the provisions hereof.

7A.6 GARVER will make, without additional cost or expense to Client, such revisions of any Services as may be required to meet the needs of Client and the project as set forth in each Work Order, but after a definite plan or other Services of GARVER have been approved or accepted by Client, if a decision is subsequently made by Client which requires a modification of such plan or other Services, GARVER shall be compensated for such modifications as extra in accordance with the rates set forth in Appendix A.



7A.7 The terms and provisions of this Agreement are severable, and if any term or provision is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, the parties agree to seek to negotiate the insertion of a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible, with the intent that such added provision is legal, valid and enforceable.

7A.8 The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. Any rights and remedies either party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement.

Failure of either party hereto, at any time, to enforce a provision of this Agreement shall in no way or event constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term or provision of this Agreement shall be deemed waived or any breached excused unless the waiver or excusing of the breach shall be in writing and signed by the party claimed to have waived or excused. Further, any consent to or waiver of a breach shall not constitute consent to or waiver of or excuse of any other different or subsequent breach.

7A.9 This Agreement and each of its provisions are solely for the benefit of the parties hereto and do not and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

7A.10 The Recitals to this Agreement are incorporated into this Agreement and made a part hereof for all purposes.

7A.11 Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Client, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

7A.12 This Agreement constitutes the entire and integrated agreement between the parties with respect to the Project and GARVER's Services described herein, supersedes all prior agreements, negotiations, and/or representations, either written or oral, and may be amended or modified only by written instrument signed by both Client and GARVER.

7A.13 Section and paragraph headings are for convenience only and shall not be used in interpretation of this Agreement. The use of any gender in this Agreement shall be applicable to all genders, and the use of singular number shall include the plural and conversely. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded; and "day" or "days" means calendar days unless the context clearly indicates otherwise.

7A.14 The undersigned officers and/or agents of the parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of each of the respective parties, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

7A.15 Pursuant to Texas Government Code Chapter 2270, GARVER's execution of this Agreement



shall serve as verification that GARVER does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

SECTION 8 – APPENDICES AND EXHIBITS

8.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:

8.1.1 Appendix A – Garver Hourly Rate Schedule

8.1.2 Appendix B – Sample Work Order

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Client and GARVER have executed this Agreement effective as of the date the last of the parties executes this Agreement as set forth below ("Effective Date").

TOWN OF ADDISON, TEXAS

GARVER, LLC

By: _____
Signature

By: 
Signature

Name: _____
Printed Name

Name: Frank McIlwain
Printed Name

Title: _____

Title: Vice President

Date: _____

Date: November 14th, 2018

Attest: _____

Attest: 



APPENDIX A
ADS On-Call
2019 Garver Hourly Rate Schedule

| Classification | Rates |
|--|--------------|
| Engineers / Architects | |
| E-1..... | \$ 135.00 |
| E-2..... | \$ 160.00 |
| E-3..... | \$ 188.00 |
| E-4..... | \$ 222.00 |
| E-5..... | \$ 273.00 |
| E-6..... | \$ 337.00 |
| E-7..... | \$ 387.00 |
| Planners / Environmental Specialist | |
| P-1..... | \$ 164.00 |
| P-2..... | \$ 194.00 |
| P-3..... | \$ 221.00 |
| Designers | |
| D-1..... | \$ 122.00 |
| D-2..... | \$ 138.00 |
| D-3..... | \$ 164.00 |
| D-4..... | \$ 192.00 |
| Technicians | |
| T-1..... | \$ 104.00 |
| T-2..... | \$ 142.00 |
| T-3..... | \$ 153.00 |
| Surveyors | |
| S-1..... | \$ 65.00 |
| S-2..... | \$ 77.00 |
| S-3..... | \$ 107.00 |
| S-4..... | \$ 147.00 |
| S-5..... | \$ 194.00 |
| S-6..... | \$ 226.00 |
| 2-Man Crew (Survey)..... | \$ 247.00 |
| 3-Man Crew (Survey)..... | \$ 299.00 |
| 2-Man Crew (GPS Survey)..... | \$ 292.00 |
| 3-Man Crew (GPS Survey)..... | \$ 343.00 |
| Construction Observation | |
| C-1..... | \$ 115.00 |
| C-2..... | \$ 145.00 |
| C-3..... | \$ 175.00 |
| C-4..... | \$ 226.00 |
| Management/Administration | |
| M-1..... | \$ 387.00 |
| X-1..... | \$ 78.00 |
| X-2..... | \$ 100.00 |
| X-3..... | \$ 160.00 |
| X-4..... | \$ 189.00 |
| X-5..... | \$ 199.00 |
| X-6..... | \$ 236.00 |



APPENDIX B

WORK ORDER NO. [?]
Town of Addison
Town of Addison, Texas
Project No. 19081100

This WORK ORDER is made by and between the **Town of Addison, Texas** hereinafter referred to as "Client," and **GARVER, LLC**, hereinafter referred to as "GARVER", in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on [?/?/?/????].

Under this Work Order, the Client intends to make the following improvements for **[Insert Project Title]**:

[Insert text here.]

GARVER will provide professional services related to these improvements as described herein.

SECTION 1 - SCOPE OF SERVICES

[Insert text here.]

SECTION 2 – PAYMENT

For the work described under SECTION 1 - SCOPE OF SERVICES, the Client will pay GARVER on an hourly rate basis. The Client represents that funding sources are in place with the available funds necessary to pay GARVER.

The table below presents a summary of the fee amounts and fee types for this contract.

| WORK DESCRIPTION | FEE AMOUNT | FEE TYPE |
|---|------------|-------------|
| Preliminary Work/Study | | HOURLY RATE |
| Surveys | | HOURLY RATE |
| Preliminary Design | | HOURLY RATE |
| Final Design | | HOURLY RATE |
| Bidding Services | | HOURLY RATE |
| Construction Phase Services | | HOURLY RATE |
| Services After Construction – Warranty Follow-Up; Start-Up; etc. | | HOURLY RATE |
| Etc. | | |
| TOTAL FEE | | |

The Client will pay GARVER, for time spent on the project, at the rates established in the Master Services Agreement for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to GARVER under this work order is estimated to be [Insert Fee]. The actual total fee may exceed this estimate.



Expenses other than salary costs that are directly attributable to performance of our professional services will be billed as follows:

1. Actual direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses (however, no travel outside of Dallas County, Texas shall be eligible for payment or reimbursement unless GARVER has, prior to any such travel, submitted to Client the costs and received the Client's written consent for the same).
2. Actual direct cost plus 10 percent for subcontract/subconsultant fees.
3. Commercial rates or similar in-house production for reports, plan sheets, presentation materials, etc.
4. \$100 per month for each month computer design/modeling software is utilized.
5. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.
6. \$20 per hour for GPS survey equipment use.
7. \$20 per day for traffic counter equipment use.

The Client will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Client for the scope of services described in this work order. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.

SECTION 3 – APPENDICES AND EXHIBITS

- 3.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:
 - 3.1.1 Appendix A - Project Location Map
- 3.2 The Master agreement For Professional Services between the Client and Garver, executed on _____ is incorporated as if fully set forth herein and the parties affirm and restate the provisions contained therein.

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



Approval and acceptance of this Work Order, including attachments listed in SECTION 3 – APPENDICES AND EXHIBITS, shall incorporate this document as part of the Agreement. Garver is authorized to begin performance upon receipt of a copy of this Work Order signed by the Client. The effective date of this Work Order shall be the last date written below.

TOWN OF ADDISON, TEXAS

GARVER, LLC

By: _____
Signature

By: Frank McIlwain
Signature

Name: _____
Printed Name

Name: Frank McIlwain
Printed Name

Title: _____

Title: Vice President

Date: _____

Date: November 14th, 2018

Attest: _____

Attest: [Signature]

Work Session and Regular Meeting

10.

Meeting Date: 11/27/2018

Department: Human Resources

AGENDA CAPTION:

Consider Action to Approve a **Resolution Accepting the Resignation of Thaddeus Iwuji as an Alternate Judge for the Addison Municipal Court.**

BACKGROUND:

Alternate Judge Thaddeus Iwuji was re-appointed as a Municipal Court Alternate Judge on October 23, 2018 for a term beginning on January 1, 2019. Mr. Iwuji was subsequently offered a full-time judge position with the City of Fort Worth. Mr. Iwuji notified the Town of his resignation on November 6, 2018, which was effective immediately.

The attached resolution formally accepts Mr. Iwuji's resignation. Staff will recommend a process for selecting a second alternate judge in January of 2019 for this vacancy for Council review and approval.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Accepting Judge Iwuji Resignation

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS ACCEPTING THE RESIGNATION OF JUDGE THADDEUS A. IWUJI AS AN ALTERNATE JUDGE OF ADDISON MUNICIPAL COURT OF RECORD NO. 1 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Judge Thaddeus A. Iwuji has ably served as an alternate judge in Addison's municipal court and

WHEREAS, Judge Iwuji has been appointed as a full-time judge by the City of Fort Worth and must resign his position with Addison's court; and

WHEREAS, Judge Iwuji has tendered his resignation to the City Council.

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

Section 1. The recitals set forth above are true and correct and are incorporated herein for all purposes.

Section 2. The Addison City Council hereby accepts the resignation of Judge Iwuji from his service as an Alternate Judge in the Addison Municipal Court of Record No. 1, effective November 27, 2018.

Section 3. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 27th day of November, 2018.

Joe Chow, Mayor

ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

Work Session and Regular Meeting

11.

Meeting Date: 11/27/2018

Department: Police

Pillars: Gold Standard for Financial Health
Gold Standard in Public Safety

AGENDA CAPTION:

Consider Action to Approve A **Resolution Approving an Interlocal Agreement With The City Of Carrollton, Texas For The Provision Of Detention Center Services For Addison Inmate** and Authorizing the City Manager to Execute the Agreement.

BACKGROUND:

In October 2016, the Addison Police Department contracted the City of Carrollton's Police Department Detention Center to house our arrestees and inmates through an Inter-Local Agreement (ILA). This ILA was approved by Council on September 13, 2016. The original agreement and fee structure dictated Addison pay for housing on a per day basis, per prisoner and provide funding for part-time transportation to Dallas County Jail. This original fee structure also differed from what the Coppel Police Department paid for the same service.

As of September 30, 2017, the ILA signed by Addison and Carrollton on September 2016 expired without a provision to extend. The one-year length of the agreement was intentional to allow the two cities to see if the costs agreed to were appropriate. This new ILA will also align the fee structures of Addison and Coppel which will ease the administrative billing process for Carrollton.

The agreement presented for approval will reflect the changes in the fee structure and will be the same the City of Coppel pays for detention services in Carrollton. Last fiscal year the Addison Police Department arrested and transported approximately 1,414 persons to the Carrollton jail. Including the fees for transportation services, the total cost for detention services equaled \$158,181.39. The new agreement increases the flat-rate, per prisoner from \$65 to \$100, reduces the annual fee from \$105,000 to \$25,000 billed quarterly for transportation services and adds a \$21,000 annual fee billed quarterly for medical services and transportation to the hospital by Carrollton Fire Department. There are various other fees noted within the ILA to reimburse Carrollton for service rendered if required.

The costs associated with contracting detention services by the City of Carrollton

will increase slightly under the new agreement. However, staff feels the increased costs are reasonable compared to providing the same level of service here in Addison. Staff does not anticipate any funding issues under this new agreement as the budgeted \$235,000 for jail services within the police department is sufficient.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Inter-Local Agreement for Detention Services

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF CARROLLTON, TEXAS FOR THE PROVISION OF DETENTION CENTER SERVICES FOR ADDISON INMATES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The Interlocal Agreement for the provision of detention center services for Addison inmates, attached as **Exhibit A** and incorporated herein, is hereby approved and the City Manager is authorized to execute the agreement.

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

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 27th day of November, 2018.

Joe Chow, Mayor

ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

STATE OF TEXAS

§
§
§

INTERLOCAL AGREEMENT

DALLAS COUNTY

This Interlocal Agreement (“**Agreement**”) is entered into by and between the Town of Addison (“**Addison**”) and the City of Carrollton, Texas (“**Carrollton**”), acting by and through their duly authorized officials. Both Addison and Carrollton are adopting this Agreement upon by and through authorization of their respective governing bodies as provided herein and may be referred to in this Agreement individually as indicated above and collectively as “Parties”; and

WHEREAS, Carrollton owns and operates a municipal jail;

WHEREAS, Addison desires to contract with Carrollton for the purposes of booking in, processing and housing prisoners arrested by the Addison Police Department; and

WHEREAS, Carrollton understands the need and agrees to aid Addison in this matter.

WHEREAS, Chapter 791 of the Texas Government Code provides authorization for local governments to contract with one another to provide governmental functions and services; and

WHEREAS, police protection and detention services are governmental functions and services pursuant to §791.003, and

WHEREAS, Addison and Carrollton find it is in the public interest to enter into this Agreement.

NOW, THEREFORE, Addison and Carrollton, for the mutual consideration hereinafter stated, agree and understand as follows:

1. **DEFINITIONS.** Whenever used in this Agreement, the following terms shall have the following meaning ascribed to them:

“Effective Date” October 1, 2018.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such Party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials or labor, that directly and materially affect a Party’s performance under this Agreement.

“Detention Center” shall mean the Carrollton municipal jail located in Carrollton, Texas.

“Addison Inmates” shall mean persons detained or arrested by the Addison police department and who are to be placed into the Carrollton Detention Center.

2. **PURPOSE.** The purpose of this Agreement is to provide the terms and conditions under which the City of Carrollton agrees to house and process Addison Inmates and provide other services regarding the operation of the Detention Center for an agreed upon price and services.
3. **TERM.** The initial term of this Agreement shall commence on November 27, 2018 and expire on September 30, 2019 ("Initial Term"). Following the Initial Term, unless written notice is given by either party hereto to the other not less than ninety (90) days before the expiration of this Agreement, it shall be automatically renewed for an additional period of twelve (12) months from such expiration date and shall be automatically renewed thereafter for one additional twelve (12) month period, expiring on September 30, 2021, unless canceled by written notice given not less than ninety (90) days before the expiration of any such renewal period.
4. **TERMINATION.** Notwithstanding anything to the contrary, either party may terminate this Agreement at any time by providing 90 days written notice to the other party. Any failure by Addison to timely pay any amounts due under the provisions of this Agreement shall be a material breach of this Agreement and Carrollton may terminate this Agreement for such breach immediately.
5. **RIGHTS AND OBLIGATIONS OF CARROLLTON**
 - a. Carrollton shall receive the Addison inmates at the Detention Center when presented by Addison Police Officers and process them with the same intake, book-in, and housing procedures as Carrollton inmates.
 - b. Carrollton shall provide to an Addison Inmate the same Detention Center housing, food and services provided to all Carrollton inmates.
 - c. Carrollton will bill \$100 for each 24 hour day, or part of day that is not a full 24 hours, that an inmate is booked into or retained in the Detention Center.
 - d. Carrollton, or a third-party independent contractor chosen solely by the City of Carrollton, shall collect bond and fine collections and reimbursements for Addison Inmates on behalf of Addison and deliver the Addison funds to the Town of Addison on no less than a weekly basis.
 - e. Carrollton shall provide transportation from the Detention Center to Denton County or Dallas County Jail for Addison Inmates. Addison Inmates shall be placed in the same priority system and transported in the manner as if they were Carrollton inmates. This does not include transportation to and from the Addison Municipal Court, Dallas County Court or other agencies, courts, or facilities. Carrollton will bill twenty-five thousand dollars (\$25,000) per annum, to be invoiced on a quarterly basis, for compensation for transportation of inmates.
 - f. Carrollton shall accept, document, process and store all Detention Center approved personal property of all Addison Inmates in the same manner they do for Carrollton inmates. Carrollton shall use a standardized method of prisoner property intake in conformance with the County Jail requirements.
 - g. Carrollton will provide "Interview Rooms" when needed to interrogate Addison Inmates that are being housed at the Carrollton Detention Center. Access shall be provided at a

reasonable time and copies of the digital recordings of the interview shall be provided within a reasonable time.

- h. Upon written request by Addison, Carrollton shall provide a report of Addison Inmate statistics and reporting which includes the number of Addison Inmates booked in, the length of stay, book-in date and release date, any urgent or emergency medical or mental health care attention needed or received. In addition to the previously described report, upon written request by Addison, Carrollton shall also provide individual Addison Inmate information obtained during the book-in and housing of prisoners, including audio and video recordings.
- i. If requested, Carrollton shall also provide a report writing area that includes a digital line. Addison shall reimburse Carrollton for the cost of the required digital line. Addison shall provide a computer and hardware for the report writing station.
- j. Carrollton guarantees to maintain at least three beds available for Addison Inmates at all times.
- k. If an arrestee arrives at the Detention Center with a medical emergency that requires the arrestee being transferred to the emergency room prior to book-in, the arresting agency's officer will be responsible for accompanying the arrestee. In the event of a medical or mental health care emergency, Carrollton Fire Department ("CFD") will be summoned and may transport Addison Inmates in accordance with existing CFD protocols. When it is deemed by Detention Center staff that an Addison Inmate is in need of medical or mental health care, Carrollton shall request the Carrollton Fire and/or EMS personnel evaluate such Addison Inmate, and Detention Center personnel shall request an Addison officer be dispatched immediately to take custody of the Addison Inmate. In the event an Addison Inmate is transported for emergency or urgent medical or mental health care and an Addison officer has not arrived to escort and guard the Addison Inmate to the hospital with the ambulance, Carrollton may, if reasonably available, provide an officer escort and guard role; however, Addison shall assume such responsibility as soon as practical. Once at the destination facility, Carrollton shall not be responsible for the custody or care of the Addison Inmate. An Addison officer shall meet the arriving ambulance at the destination facility to take custody of the Addison Inmate if the Addison Inmate was not escorted to the destination facility by an Addison Officer. Addison shall be charged one hundred dollars for the first hour and fifty dollars (\$50) per hour thereafter for failure to take custody of the Addison Inmate immediately upon the Addison Inmate's arrival at the first destination facility.
- l. Carrollton maintains the right to refuse an inmate with an existing medical or mental health condition which necessitates immediate transport to another facility or jeopardizes the health or safety of the Detention Center staff or other prisoners.
- m. Carrollton jailers that are certified phlebotomists shall perform the blood draw on inmates pursuant to applicable law.
- n. All billing for Addison inmates, transportation, or other compensation provided for in this Agreement shall be generated by Carrollton and billed quarterly to Addison.

6. RIGHTS AND OBLIGATIONS OF ADDISON

- a. Addison shall pay one hundred dollars (\$100.00) per Addison Inmate for each 24 hour day, or part of any day that is not a full 24 hours, that an Addison inmate is booked into or retained in the Detention Center.
- b. Addison shall pay Carrollton twenty five thousand dollars (\$25,000) per annum, billed quarterly, to compensate Carrollton for the cost of prisoner transfer details and staffing support in the Carrollton Detention Center.
- c. Addison shall pay the costs of Carrollton's employees who are required to appear in Court on cases filed by the Town of Addison, regarding a Town of Addison Inmate in the Carrollton Detention Center. The amount Addison shall pay should be the same as if the employee was testifying or being required to attend court for a Carrollton case.
- d. Addison shall pay twenty-one thousand dollars (\$21,000) per annum, billed quarterly, to compensate Carrollton for the cost of Carrollton Fire Rescue responding to medical calls for Addison Inmates at the Detention Center. This cost does not include ambulance transport of Inmates, which will be the responsibility of the Inmate.
- d. Payment or reimbursement for all Addison Inmates, for transportation, or other officer time and compensation as provided for in this Agreement shall be submitted by Addison within thirty (30) days of the receipt date of an invoice for such payment.
- e. Addison Officers shall at all times be responsible for submitting the appropriate book-in card to a Carrollton jailer at the time of book-in. The original arrest warrant signed by a magistrate and any probable cause affidavit shall be submitted to the Detention Center no later than 10a.m. daily.
- f. Placement of Addison Inmates in the Detention Center shall comply with all Carrollton rules, procedures, regulations and general orders relating to the detention and jail of inmates at the Detention Center, as amended (the "Carrollton Procedures"). Addison acknowledges it has reviewed and is familiar with the Carrollton Procedures.
- g. Addison officers shall take and maintain possession of dangerous or unapproved prisoner property at the time of book-in.
- h. Addison officers shall provide a listing of any medical conditions, suicidal tendencies, mental health issues, or other special needs of each Addison Prisoner. Addison officers are responsible for providing all Addison Inmate medications available to Addison officers to the Detention Center staff at the time of book-in.
- i. Addison shall be responsible for evidence, chain of custody and storage for all cases in which an Addison Inmate was arrested.
- j. Addison shall provide DPS blood kits for any inmate that will have a blood draw.
- k. Addison shall be responsible for writing the police case reports for all of the Addison arrests and cases. Addison will be responsible for obtaining, running, and/or managing Addison arrest and court related paperwork.
- l. Addison shall be responsible for arraigning procedures and coordinating the arraignment of Addison Inmates in the Carrollton Detention Center. Addison shall provide one or more magistrates to be available to arraign the Addison Inmates at the Carrollton Facility on a 24/7 basis. Addison shall cause each of the Addison Inmates to be arraigned within 48 hours after detention at the Carrollton Facility. Written confirmation shall be provided to Carrollton as each Addison Prisoner is arraigned. Arraignment of the Addison inmates

shall not interfere with or delay the procedures followed for arraignment of Carrollton inmates.

- m. Addison will be responsible for accompanying and guarding Addison Inmates that need medical or mental health care as provided for by Carrollton Procedures and the provisions of this Agreement. In the event an Addison Inmate is transported for emergency or urgent medical or mental health care, an Addison officer shall accompany the ambulance to the destination facility to take custody of the Addison Inmate. If the Addison Inmate was not escorted to the destination facility by an Addison Officer, an Addison Officer shall meet the ambulance at the destination facility to take custody of the Addison Inmate. Addison shall be charged fifty dollars (\$50) per hour for failure to take custody of the Addison Inmate immediately upon the Addison Inmate's arrival at the initial destination facility.
- n. In instances where an Addison Inmate has not been arraigned, Addison may opt to authorize the release of a prisoner from custody. In such cases, Addison, as the arresting agency, will be responsible for authorizing the release for both the charges as well as any warrants confirmed by Addison. Addison must provide Carrollton a written authorization for the release in a form acceptable to the City prior to the release of an Addison Inmate pursuant to this subsection. Addison shall be responsible for any and all consequences, including legal liability, for the release of Addison Inmates at the request of Addison prior to arraignment.

7. INSURANCE

- a. Each Party shall, during the term of this Agreement, obtain and maintain insurance coverage required by this section. Limits of insurance required by this section can be in any combination of underlying and excess coverage inclusive of self-insured retention.
 - 1. commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate;
 - 2. commercial automobile insurance covering any automobile used in performance of this Agreement with a minimum limit of \$1,000,000 per accident;
 - 3. workers' compensation insurance at statutory limits;
 - 4. employers liability insurance with minimum limits of \$1,000,000 per accident, \$1,000,000 each employee by disease and \$1,000,000 policy limit by disease; and
 - 5. Law Enforcement Liability insurance with minimum limits of \$1,000,000 each wrongful act.
- b. All insurance and certificate(s) of insurance shall contain the following provisions:
 - 1. name the other Party, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance;
 - 2. provide for at least thirty (30) days prior written notice to the other Party for cancellation or non-renewal of the insurance;
 - 3. provide for a waiver of subrogation against the other Party for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. Each Party shall provide written notice to the other Party of any material change of, or to, the insurance required herein.

- c. All insurance companies providing insurance coverage required by this section shall be authorized to transact business in Texas and rated an "A" by AM Best or other equivalent rating service.
 - d. A certificate of insurance evidencing insurance coverage required by this section shall be submitted by each Party as prescribed in this Agreement.
 - e. Copies of all endorsements, additional insured endorsement and waiver of subrogation endorsement shall be submitted by each Party as prescribed in this Agreement.
8. **EXPENSES.** Ambulance transportation expenses shall be the responsibility of the inmate.
9. **MEDICAL EXPENSES.** Medical and mental health expenses shall be the responsibility of inmates. In no event will Carrollton be responsible for any medical or mental health expenses.
10. **SOVEREIGN IMMUNITY.** Neither party to this Agreement waives any claim of sovereign immunity because of its participation in this Agreement. Nothing in this agreement shall be construed as creating any right or obligation to any third party.
11. **LIABILITY.** Each Party, to the extent allowed by law and without waiving any rights, defenses or protections provided therein, agrees to be responsible for its own acts of negligence. In the event of joint or concurrent negligence of the Parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity or defense available to any Party individually under Texas law. Carrollton shall be responsible for its sole negligence. Addison shall be responsible for its sole negligence. The provisions of this Agreement are solely for the benefit of the Parties hereto and does not create or grant any rights, contractual or otherwise, to any other person or entity.
12. **WORKER'S COMPENSATION.** Each party shall be responsible for its own action and those of its employees and is responsible for complying with the Texas Workers Compensation Act. To the extent permitted by law, and without waiving sovereign immunity, each party shall be responsible for any and all claims, demands, suits, actions, damages and causes for action relating or arising out of or in any way connected with its own actions and the actions of its personnel in performing the responsibilities under this Agreement.
13. **AMENDMENT.** This Agreement may be amended by the mutual written agreement of both parties hereto. The parties agree to enter an amended Agreement in order to comply with any legislative changes related to this Agreement, or due to a determination by a court of competent jurisdiction or other governmental authority that would cause any provision of this Agreement to be out of compliance with current law.
14. **SEVERABILITY.** In the event anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never

been contained in this Agreement.

15. **GOVERNING LAW.** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be and remain in the State District Court of Dallas County, Texas.
16. **FORCE MAJEURE.** In the event that any party shall be prevented from performing any of its obligations under this Agreement by any act of God, war, riot, civil commotion, strikes, fires, flood or by the occurrence of any event beyond the control of such party, then such party shall be excused from the performance of the obligations under this Agreement but only during such period of Force Majeure.
17. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.
18. **RECITALS.** The recitals to this Agreement are incorporated herein.
19. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.
20. **VALIDITY AND ENFORCEABILITY.** If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.
21. **THIRD PARTIES.** This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.
22. **HEADINGS.** The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.
23. **NOTICES.** Any notice, communication, invoice or report required or permitted pursuant to this Agreement shall be in writing and shall be effective when personally delivered or three (3) days after being mailed by United States Mail, certified, return receipt requested, to the respective parties at the address set forth below:

TOWN OF ADDISON
5300 Belt Line Road
Dallas, Texas 75254
Attention: City Manager

CITY OF CARROLLTON
1945 E. Jackson Road
Carrollton, TX 75006
Attention: City Manager

Any party may change its address by giving written notice to the other party.

AUTHORIZED and approved by the City Council of the City of Carrollton, Texas, at its meeting held on the _____ day of _____ 2018, and executed by the City Manager.

CITY OR CARROLLTON, TEXAS

Erin Rinehart, City Manager

ATTEST:

Laurie Garber, City Secretary

APPROVED AS TO FORM:

Susan Keller, Assistant City Attorney

AUTHORIZED and approved by the City Council of the Town of Addison, Texas, at its meeting held on the _____ day of _____ 2018, and executed by the City Manager.

TOWN OF ADDISON, TEXAS

Wesley S. Pierson, City Manager

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

Work Session and Regular Meeting

12.

Meeting Date: 11/27/2018

Department: Infrastructure- Development Services

Pillars: Excellence in Asset Management
Excellence in Transportation Systems

AGENDA CAPTION:

Present and Discuss the Establishment of a **Community Bond Advisory Committee for a Proposed November 2019 Bond Program Election.**

BACKGROUND:

Preparations are underway for the development of a bond program for a potential election to be held in November 2019. Community input is critical in the formation of the program and in the success of any bond program. Therefore, staff recommends the establishment of a Citizens Bond Advisory Committee (BAC) that will provide public input into the bond project evaluation process. Staff recommends that the committee be made up of both residents and business representatives.

Staff will brief Council on the proposed bond process, the role of the committee, the proposed schedule for the committee meetings, as well as critical dates so that the bond election can be held in November 2019. The Council will be asked to begin thinking of residents and business members that might have an interest in serving on the BAC. Staff has created an application packet through Survey Monkey that can be used by interested residents or members of the business community, pending Council's direction. An action item will be scheduled on the December 11, 2018 Council to approve the appointments to the BAC.

RECOMMENDATION:

Information only, no action required.

Attachments

Presentation - Community Bond Advisory Committee

Community Bond Advisory Committee

November 27, 2018



Mission of the Community Bond Advisory Committee

- Mission:
 - To assess and review information related to proposed future capital projects;
 - To make a recommendation to Council concerning what projects should be included in an upcoming bond election; and
 - To serve as community advocates for the bond program election

Process for Development of Potential Bond Program



- Those interested in serving on the committee, will submit an application for consideration
 - Residents
 - Addison business representatives
 - 3-4 committee members per Council Member
- Council will appoint committee members from the applications received
- Staff will provide information on proposed projects to the committee from a list of projects gathered from the asset management plan, capital improvement plans, master plans, and other evaluations and assessments
- Staff will provide estimated project cost and bond capacity information

3

Process for Development of Potential Bond Program



- The Community Bond Advisory Committee will rank each project on a scale of 1-10; 1 being the highest
- Committee's ranking will be averaged with staff's ranking
- The committee will issue an advisory report to Council that will list projects in priority order
- Council will determine whether to call a bond election and, if so, when

4

Proposed Time Commitment for Committee Members

ADDISON

- 1-2 meetings per month
- Estimated to be 2-3 hours each
- Develop a report for Council's consideration
- Attend community input meetings – number of to be determined

5

Important Dates

ADDISON

- November 14, 2018 – Applications open online
- November 16, 2018 – Application information included in weekly Town Newsletter
- November 30, 2018 – Applications due
- December 11, 2018 – Council to consider appointments to committee
- January to April, 2019 – Committee deliberations
- May 2019 – Committee report delivered to Council
- August 2019 – Deadline to order election, if so directed
- November 2019 – Bond election

6

Questions

ADDISON

Work Session and Regular Meeting

13.

Meeting Date: 11/27/2018

Department: Parks & Recreation

Milestones: Economic development focus on activities which attracting and retaining entrepreneurship and high-tech conferences

AGENDA CAPTION:

Present, Discuss and Consider Action on a **Resolution Amending the Spruill Dog Park Naming and Recognition Policy** to Modify the Minimum Requirement for a Business Contribution.

BACKGROUND:

At the February 28, 2017 Council meeting, Council approved a resolution adopting a naming and recognition policy for city-owned improvements at Spruill Dog Park. As part of the policy, naming elements are limited to the dog's name, individual or family name, or a dog-centric business name. A dog-centric business is defined as accommodating dogs or dog owners and/or provide supplies, services and care for dogs. The minimum donation for a dog-centric business is \$1,000.

At the April 10, 2018 Council meeting, Council removed the dog-centric requirement from the policy.

The current policy allows for two levels of recognition:

- a.) Individuals who donate a minimum of \$100.00 in funds to the Spruill Dog Park are eligible for recognition on a brick paver.
- b.) Individuals or businesses who donate a minimum of \$1,000.00 in funds to Spruill Dog Park are eligible for recognition on an individual flagstone.

Donations for Spruill Dog Park are tax deductible and should be coordinated with the Addison Legacy Foundation.

Several businesses have offered to make a donation, for Spruill Dog Park, for recognition on a paver at the \$100.00 level. The Legacy Foundation is requesting that Council consider an amendment to the naming policy allowing businesses to make a donation and receive recognition on a paver at the \$100 level and striking the requirement for the minimum business donation of \$1,000.

RECOMMENDATION:

Staff requests direction from Council.

Attachments

Resolution - Spruill Dog Park Naming Recognition Policy Amendment
Proposed Spruill Dog Park Recognition Policy Revisions

TOWN OF ADDISON, TEXAS

RESOLUTION NO. R18-

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS AMENDING THE SPRILL DOG PARK NAMING AND RECOGNITION CRITERIA TO REMOVE THE REQUIREMENT THAT A BUSINESS MUST MAKE A MINIMUM \$1,000 DONATION; ADOPTING THE REVISED POLICY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council adopted Resolution No. R17-12 to create naming and recognition criteria for city-owned improvements at Spruill Dog Park ("Criteria"); and

WHEREAS, the City Council amended Resolution No. R18-023 to remove the “dog-centric” requirement for business donations for city-owned improvements at Spruill Dog Park ("Criteria"); and

WHEREAS, the City Council of the Town of Addison, Texas ("City Council") recognizes the value of providing quality city-owned dog parks for the use of its citizens; and

WHEREAS, the City Council investigated and determined that a naming and recognition policy at Spruill Dog Park would increase funds available for the beautification and development of Spruill Dog Park; and

WHEREAS, the City Council has investigated and determined that in order to expand the application of the criteria and increase the number of potential donors, the Spruill Dog Park Naming and Recognition Policy should be amended to remove the requirement that businesses wishing to make the minimum business donation of \$1,000.

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

Section 1. The findings set forth above are incorporated herein for all purposes.

Section 2. The Spruill Dog Park Naming and Recognition Criteria shall be amended to remove the minimum donation for businesses of \$1,000.

Section 3. The revised Spruill Dog Park Naming Recognition Criteria attached hereto as **EXHIBIT A** is hereby adopted.

Section 4. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 27th day of November 2018.

Joe Chow, Mayor

ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A



SPRUILL DOG PARK
NAMING AND RECOGNITION POLICY

EXHIBIT A

SPRUILL DOG PARK NAMING AND RECOGNITION POLICY

- 1) Definitions:
 - a) Spruill Dog Park — that portion of property located within the existing Spruill Park located at 4936 Marcus Avenue, Addison, Texas, and identified on the Spruill Dog Park Construction Documents.
 - b) Elements — improvements within Spruill Park that are eligible for naming or recognition in a manner designed solely by the Town of Addison, Texas. Recognition elements will be limited to the project limits defined in the Spruill Dog Park Construction Documents.
- 2) Criteria for naming and recognition on Spruill Dog Park elements:
 - a) Individuals or businesses who donate a minimum of \$100.00 in funds to the Spruill Dog Park are eligible for recognition on a brick paver. A total number of 1 ,000 Brick Pavers are available for recognition.
 - b) Individuals or businesses who donate a minimum of \$1 ,000.00 in funds to the Spruill Dog Park are eligible for recognition on an individual flagstone. A total number of 30 individual pieces of flagstone are available for recognition.
 - c) Individuals or businesses who donate a minimum of \$10,000.00 in funds to the Spruill Dog Park are eligible for recognition on a bench. A total number of 12 benches are available for recognition.
 - d) The Spruill Dog Park may be renamed after individuals or a business who donate(s) a minimum of \$250,000.00 in a single gift to Spruill Dog Park.
- 3) Naming Nomenclature
 - a) Elements in Spruill Dog park may include the following types of recognition:
 - i) Dog Name
 - ii) Individual or Family Name
 - iii) Business Name
- 4) Donations for Spruill Dog Park are tax deductible and should be coordinated with the Addison Legacy Foundation. The Addison Legacy Foundation shall provide the Town with a quarterly fundraising summary for Spruill Dog Park."

**PROPOSED AMENDMENT
NAMING CRITERIA-SPRUILL DOG PARK:**

1) Definitions:

- a) **Spruill Dog Park** – that portion of property located within the existing Spruill Park located at 4936 Marcus Avenue, Addison, Texas, and identified on the Spruill Dog Park Construction Documents.
- b) **Elements** – improvements within Spruill Park that are eligible for naming or recognition in a manner designed solely by the Town of Addison, Texas. Recognition elements will be limited to the project limits defined in the Spruill Dog Park Construction Documents.

2) Criteria for naming Spruill Dog Park elements:

- a) Individuals **or businesses** who donate a minimum of \$100.00 in funds to Spruill Dog Park are eligible for recognition on a brick paver. A total number of 1,000 Brick Pavers are available for naming.
- b) Individuals or businesses who donate a minimum of \$1,000.00 in funds to Spruill Dog Park are eligible for naming an individual flagstone. A total number of 30 individual pieces of flagstone are available for naming.
- c) Individuals or businesses who donate a minimum of \$10,000.00 in funds to Addison are eligible for naming a bench. A total number of 12 benches are available for naming.
- d) The Spruill dog park may be renamed after individuals or a business who donate(s) a minimum of \$250,000.00 in funds to Spruill Dog Park.

3) Naming Nomenclature

- a) The naming of elements in Spruill Dog park will be limited to the following:
 - i) Dog Name
 - ii) Individual or Family Name
 - iii) Business Name

~~(1) Minimum business donation is \$1,000~~

4) Donation Mechanism

- a) Donations for Spruill Dog Park are tax deductible and should be coordinated with the Addison Legacy Foundation. The Addison Legacy Foundation shall provide the Town with a quarterly fundraising summary for the Spruill Dog Park project.

Work Session and Regular Meeting**14.****Meeting Date:** 11/27/2018**Department:** Finance**Pillars:** Gold Standard for Financial Health**Milestones:** Review town ordinances and regulations with a focus on modernization in order to facilitate redevelopment

AGENDA CAPTION:Present and Discuss the **Oktoberfest 2018 Operations and Financial Reconciliation.****BACKGROUND:**

Oktoberfest is one of four major special events the Town promotes each year. This event focuses on promoting tourism for the Town and is recognized as one of the most authentic Oktoberfest celebrations outside of Germany. This four-day event features authentic food, music, and fun.

This year the event was held on September 20-23, 2018 at Addison Circle Park. A historic rain event caused severe flooding and unsafe conditions in the park, resulting in an early closure on September 21 and cancellation on September 22. These closures affected the overall attendance and revenue for the 2018 festival.

The Finance Department has prepared a report of the revenues and expenses of the Oktoberfest event held this last September. The reconciliation process incorporated tracking transactions for ticket and cash sales. This process enabled the Finance team to properly compile the necessary information at the end of each day and provide reporting for the event. Tent operations were conducted with adherence to appropriate internal control procedures.

Oktoberfest 2018

| | |
|------------------|-------------|
| Total Attendance | 18,155 |
| Revenues | \$582,623 |
| Expenditures | \$986,736 |
| Profit/(Loss) | \$(404,113) |

RECOMMENDATION:

Information only, no action required.

AttachmentsFinal Oktoberfest 2018 Reconciliation



OKTOBERFEST 2018

**Council Presentation
November 27th, 2018**



OKTOBERFEST 2018

CELEBRATE BAVARIA THIS SIDE OF MUNICH

ENHANCEMENT CHANGES

- **Corporate Night**
 - This new element, presented by sponsor Spectrum, offered businesses an opportunity to participate in the Thursday night festivities through a special promotion. Each participating business was provided a reserved table, steins and Tasty Bucks.
- **Draught Haus Biergarten Expansion**
 - A large outdoor screen was placed on the Conference Center lawn, with additional seating areas to expand the sports viewing experience. The area was well-utilized during the Sunday Cowboys game.
- **In-Event Online Tasty Buck Sales**
 - Attendees were able to bypass the Tasty Buck purchase lines by purchasing them via mobile phone and using designated lanes at each ticket booth for pick up.





PUBLIC RELATIONS & MEDIA

- Public Relations: 2.25M viewers - \$12,781,596 in PR value
- Sponsorship support: 10,288,329 gross impressions – value of \$4,732,442
- Paid Media: 3,782,193 impressions – paid \$35,000





OKTOBERFEST 2018

INCLEMENT WEATHER IMPACT

- Record Rain

- The highest 24 hour rain total since 1932 topped off the wettest September in history, leading to flooding in multiple areas of Addison Circle Park.

- Event Closures

- Concerns for public safety led to an early closure on Friday September 21 and full festival closure on Saturday September 22. Staff was able to provide safe access to the Saturday evening Chamberlain's Brau Haus event, and worked throughout the day to prepare other areas of the park for a Sunday opening.

- Extended Hours

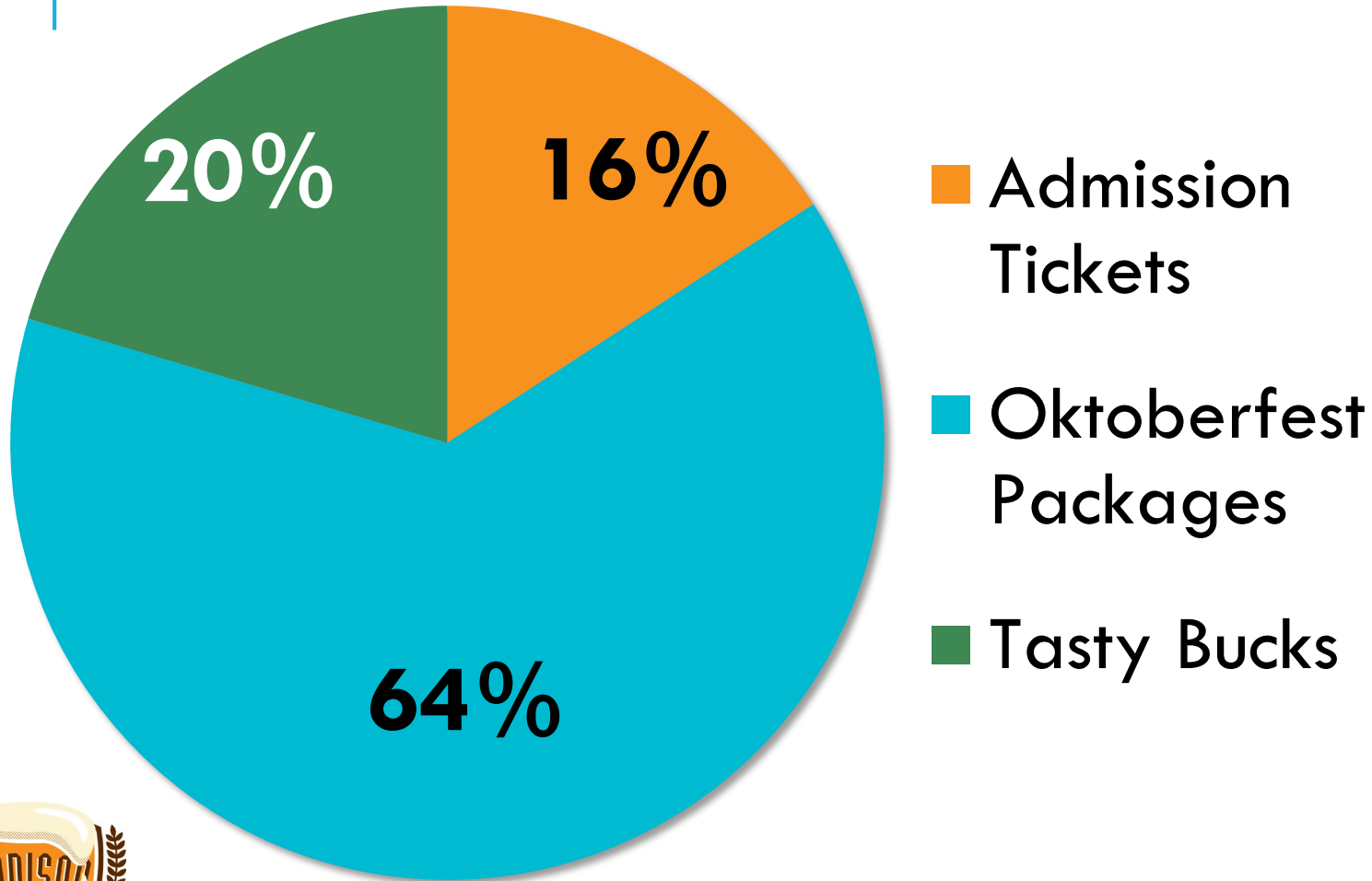
- The hours of operation on Sunday September 23 were extended, opening one hour early and continuing two hours beyond the scheduled time. Over 1,000 people entered the grounds during the early hour, with final Sunday attendance of 9,812 slightly exceeding the 2017 Sunday attendance of 9,354.



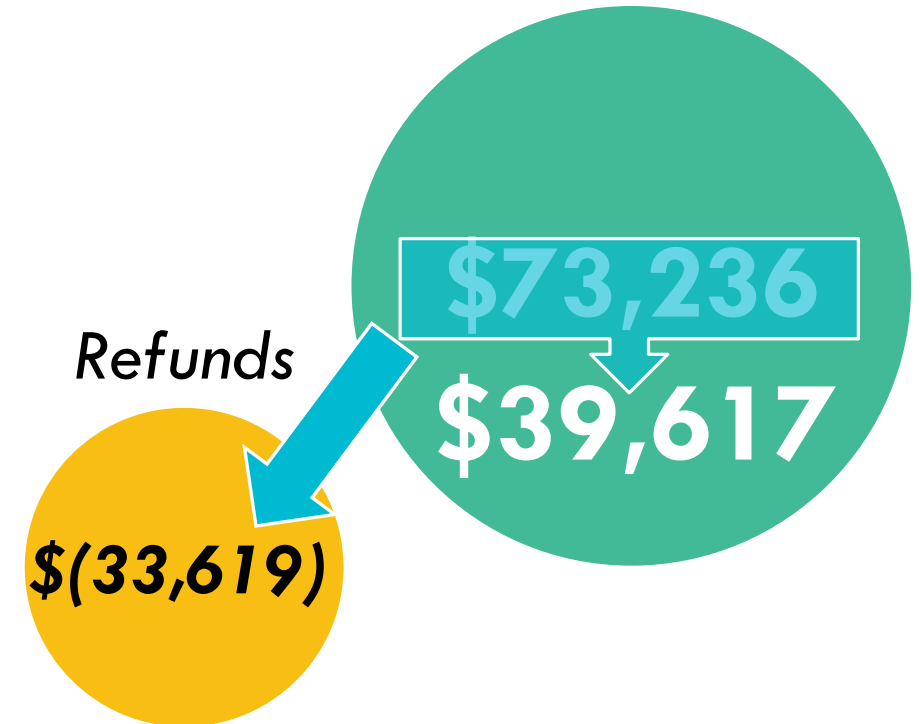




PRESALES — PACKAGES & TICKETS



TOTAL PRESALES REVENUE





TOTAL ATTENDANCE

5,554

THURSDAY - TICKET SALES (FREE ADMISSION)

ADMISSIONS

NONE

+



\$124,781

TOTAL REVENUE

TASTY BUCKS

\$124,781





TOTAL ATTENDANCE

2,278

FRIDAY - TICKET SALES

ADMISSIONS

\$9,200

+



TASTY BUCKS

\$56,866

\$66,066

TOTAL REVENUE



511

SATURDAY

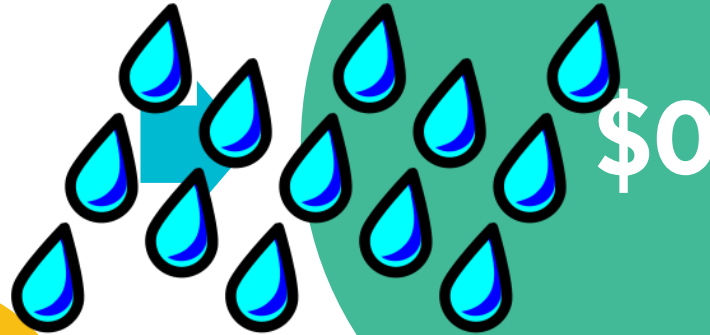
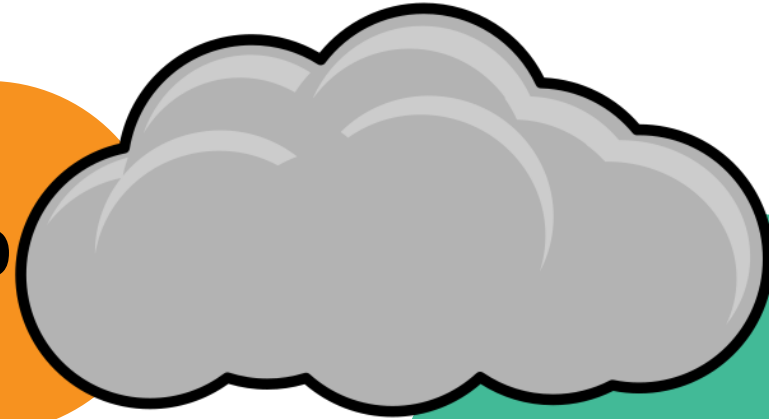
ADMISSIONS

\$0



TASTY BUCKS

\$0



\$0

TOTAL REVENUE



TOTAL ATTENDANCE

9,812

SUNDAY - TICKET SALES (FREE ADMISSION)

ADMISSIONS

NONE

+



\$176,790

TOTAL REVENUE

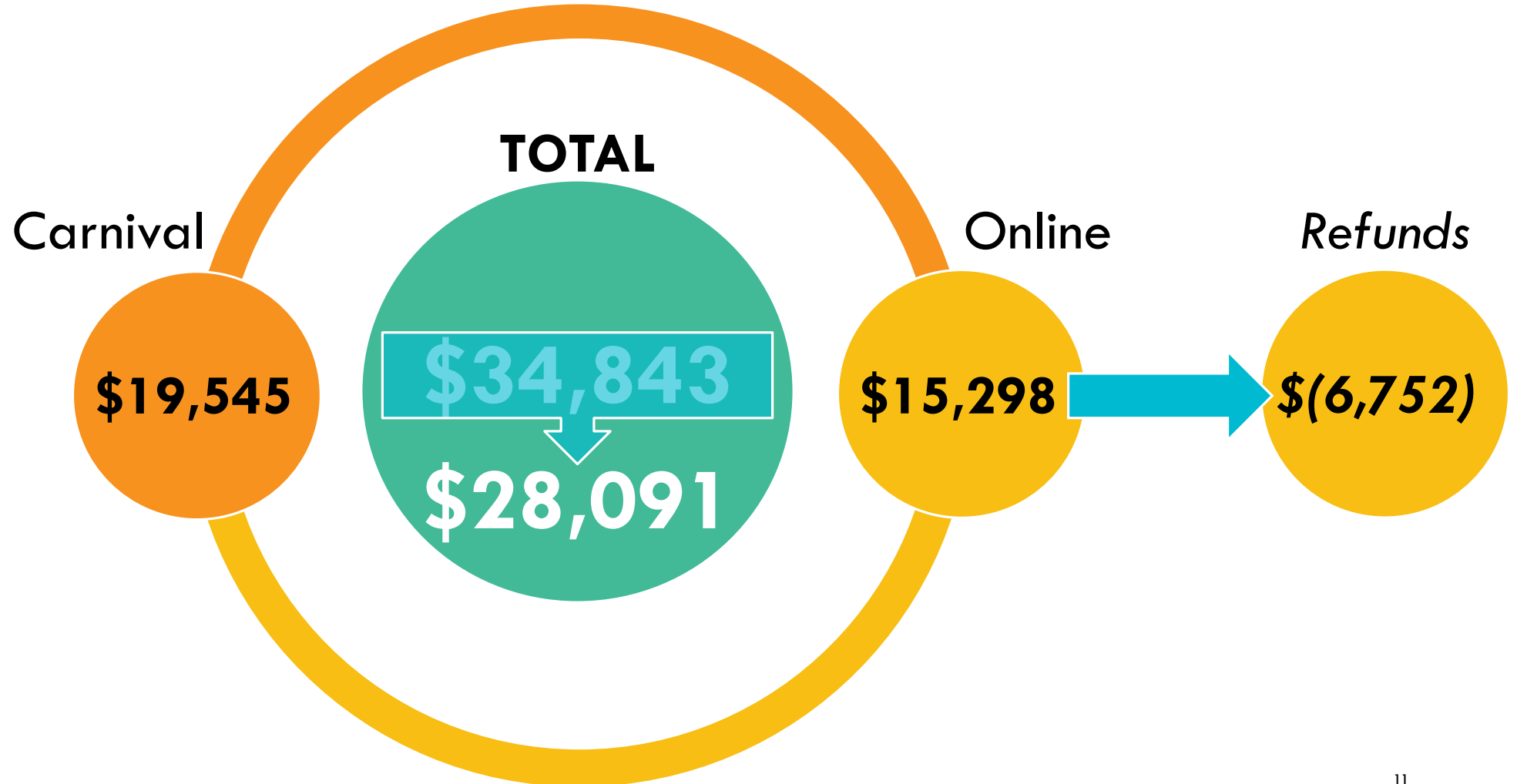
TASTY BUCKS

\$176,790





ADDITIONAL TICKET REVENUE





TOTAL ATTENDANCE



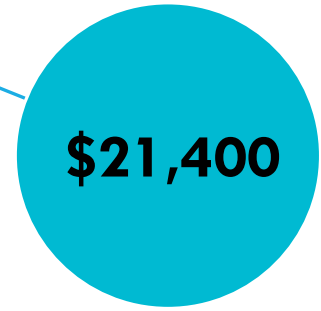
TOTAL REVENUE OKTOBERFEST 2018



Ticket Sales



Sponsorships



Booth Rentals



Miscellaneous

Per Capita Spending \$23.98



EXPENSES

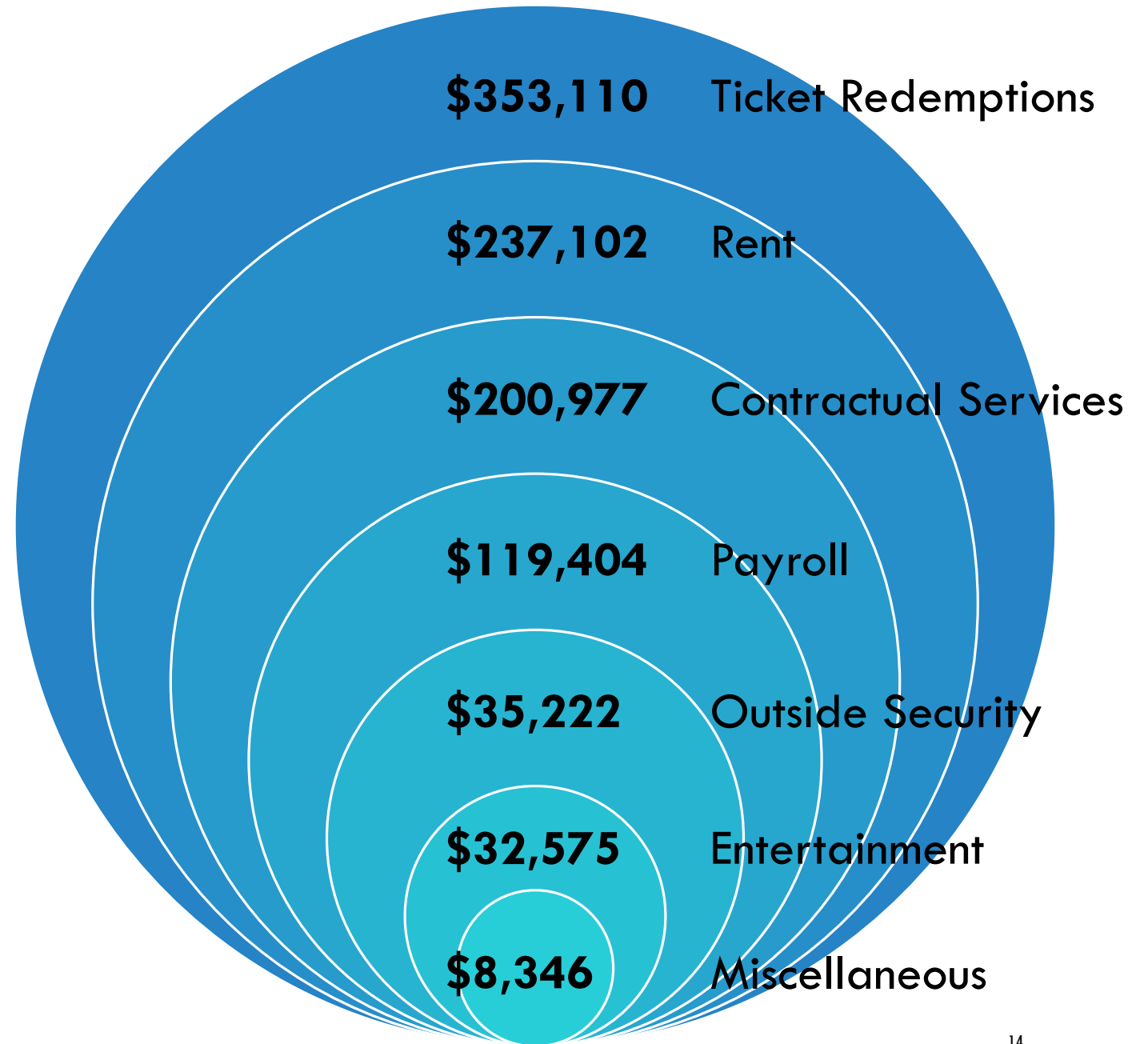
Oktoberfest 2018





TOTAL EXPENSES OKTOBERFEST 2018

\$986,736





**Total
Revenue
\$582,623**

**Total
Expenses
\$986,736**

**Loss
\$(404,113)**

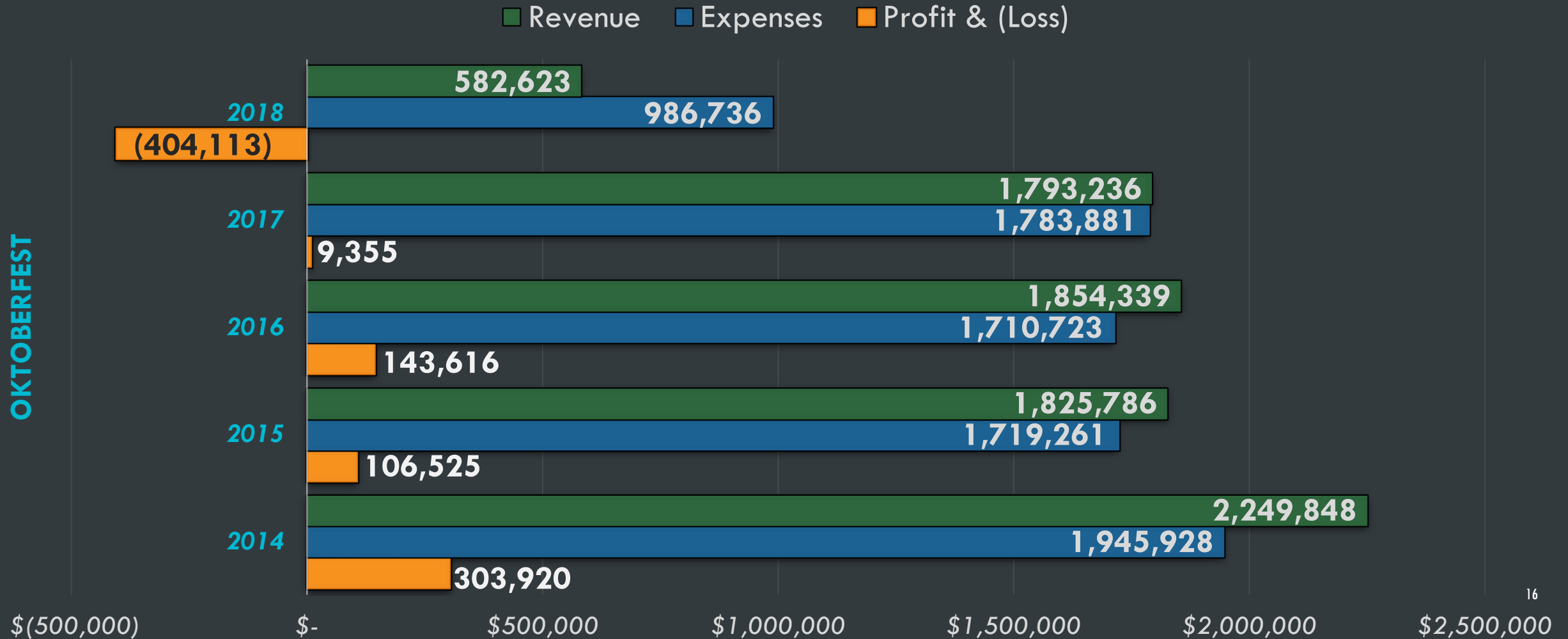


As of 11/2/18



HISTORICAL DATA

OKTOBERFEST





THOUGHTS FOR NEXT YEAR

- **Changes to Tasty Bucks**

- Identify a more customer-friendly sales system to reduce wait times and enhance the overall experience.

- **Severe Weather Preparation**

- Work with other departments to identify ways to better prepare the venue and staff for extreme weather events, such as higher capacity pumps, drainage adjustments and changes to the way the site is used.

- **Event Cancellation Insurance**

- Obtain quotes on an event cancellation insurance policy that would cover lost revenues in the event of weather-related closure.





Questions / Comments



Work Session and Regular Meeting

15.

Meeting Date: 11/27/2018

Department: Finance

Pillars: Gold Standard for Financial Health

Milestones: Focus on economic development activities which attract and retain entrepreneurship and high-tech conferences
Review town ordinances and regulations with a focus on modernization in order to facilitate redevelopment

AGENDA CAPTION:

Present and Discuss the **Finance Department Quarterly Financial Report of the Town for the Quarter Ended September 30, 2018.**

BACKGROUND:

The Town of Addison's financial policies require the publication of a financial report subsequent to the end of each fiscal quarter. This report covers the financial performance for the fourth quarter for Fiscal Year 2018 (July 1, 2018 - September 30, 2018). Enclosed in the report is an executive dashboard that provides a high-level look at some of the key financial indicators along with more detailed exhibits which demonstrate the current financial position for the various funds. This report includes the following: General, Hotel, Airport, Economic Development, Utility and Storm Water Funds. The financial condition of the Town remains strong and all reported funds adhere to the 25% fund balance requirement.

Key highlights:

- Overall General Fund revenues are up approximately 0.3% compared to the prior year, Sales tax collections are up approximately 17.2% compared to the prior year and expenditures for the various departments are on pace with or below their respective budgets.
- Hotel occupancy tax revenues are 7.5% lower than last year, however, expenditures are 12.3% less than the fiscal year 2018 budgeted amounts.
- Airport fund revenues are up 13.6% principally due to the receipt of insurance proceeds, however, rental income is 2.4% more than in fiscal year 2017. Expenditures for 2018 were 2.8% lower than actual expenditures for FY 2017.
- Utility fund revenues are 8.5% more than fiscal year 2017. As a part of the adopted fiscal year 2018 budget, utility rates were increased approximately 5%. Operating expenses are also 11.2% higher than in fiscal year 2017 as a result of increases in the cost of water from the City of Dallas, wastewater treatment, and the legal expenses related to the Landmark lawsuit.

- Stormwater revenues are 102.1% of the fiscal year 2018 budget while operating expenses remain below the fiscal year 2018 budgeted amounts.

Staff has reviewed the financial and investment reports with the Finance Committee.

Additionally, the 4th Quarter Investment Report is included separately for Council's review. Investments adhere to the Towns Investment Policy as adopted by Council.

RECOMMENDATION:

Information only, no action required.

Attachments

Fiscal Year 2018 4th Quarter Financial Report
Fiscal Year 2018 4th Quarter Investment Report



Department of Finance

Quarterly Review

For the Period Ended September 30, 2018

Town of Addison

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To: Wes Pierson, City Manager

From: Olivia Riley, Chief Financial Officer

Re: Fourth Quarter Financial Review

Date: 11/9/2018

This is the fourth quarter report for the 2017-2018 fiscal year. Revenues and expenditures reflect activity from October 1, 2017 through September 30, 2018 or one hundred percent of the fiscal year. The notes can be referenced in the dashboard and financial summaries following this memo:

GENERAL FUND

- Fiscal year to date revenue totaled approximately \$39.9 million, which is 109 percent of the overall budget amount. Total revenue is approximately \$133 thousand more than received in the fourth quarter of fiscal year 2017. Property tax revenues are at 101% of budget due to collection of delinquent taxes.
 1. Alcoholic beverage taxes are 69% of budget through the fourth quarter. This amount reflects three quarters of collections due to the timing of payments being received from the state.
 2. Electric franchise fees were \$121 thousand less than projected in the fiscal year 2018 budget. These franchise fees are based on gross revenues of the electric provider and were less than expected for fiscal year 2018.
 3. Telecommunications access fees are \$168 thousand less than projected in the fiscal year 2018 budget. These fees are based on gross revenues of companies using city right-of-way. As fewer consumers purchase traditional services, franchise fees paid by telecommunications providers are decreasing.
 4. Court fines are declining as fewer tickets are issued; court fines are \$161 thousand less than budgeted in fiscal year 2018.
 5. Rental income is at 5% of the fiscal year 2018 budget. The fiscal year 2018 revenue projection was incorrect and did not correctly project revenue in this line item after the sale of city-owned restaurant properties.
- Fiscal year-to-date expenditures and transfers totaled approximately \$35.6 million, which is 95 percent of budget. All departments finished fiscal year 2018 at or below their respective budgets.

HOTEL FUND

- Total fund revenues through the fourth quarter totaled approximately \$7.9 million, a decrease of \$1.4 million or 15 percent from fiscal year 2017 and \$1.1 million or 12 percent below the fiscal year 2018 budget.

6. Hotel occupancy tax collections are \$251 thousand, or 4 percent less than the fiscal year 2018 budget.
 7. Proceeds from Special Events are \$759 thousand or 32% less than the fiscal year 2018 budget due to the extraordinary weather event during Oktoberfest.
 8. Conference Centre rental revenue is \$52 thousand or 8 percent less than the fiscal year 2018 budget.
- Hotel Fund expenditures of \$8.0 million are 88 percent of budget. All departments finished fiscal year 2018 below their respective budgets.

AIRPORT FUND

- Operating revenue through the fourth quarter totaled approximately \$6.3 million, compared to \$5.5 million in the prior year. Included in other revenues is \$597 thousand in insurance proceeds.
- Year-to-date operating expenses amounted to \$4.7 million, with an operating income of \$1.7 million.

UTILITY FUND

- Operating revenue through the fourth quarter totaled approximately \$12.1 million, compared to \$11.2 million in the prior year, the result of increased water and sewer rates and the recovery of insurance proceeds of \$800 thousand.
- Operating expenses through the fourth quarter totaled approximately \$12.3 million, 100% of the fiscal year 2018 budget.
 9. Wastewater treatment charges are \$484 thousand more than the fiscal year 2018 budget, the result of a combination of timing of payments and increases in rates from our wastewater treatment providers.

STORMWATER FUND

- Operating revenue through the fourth quarter totaled \$2.1 million, or 102% of projected revenues for fiscal year 2018.
- Operating expenses through the fourth quarter totaled approximately \$980 thousand or 76% of the fiscal year 2018 budget.

Executive Dashboard - 4th Quarter, 2018 Fiscal Year

Financial Indicators

Positive variance compared to historical trends

Positive

Negative variance of 3%-5% and more than \$50,000 compared to historical trends

Warning

Negative variance of >5% and more than \$50,000 compared to historical trends

Negative

| Key Revenue Sources | FY2018 Budget | Actual through 9/30/18 | % Annual Budget | |
|--|---------------|------------------------|-----------------|--------|
| Ad Valorem Taxes - General Fund | \$ 15,724,469 | \$ 15,874,843 | 100.96% | |
| Non-Property Taxes - General Fund | 14,660,000 | 17,317,979 | 118.13% | |
| Hotel Tax | 5,760,000 | 5,508,861 | 95.64% | (6) |
| Franchise Fees - General Fund | 2,850,300 | 2,551,929 | 89.53% | (2)(3) |
| Service/Permitting/License Fees - General Fund | 2,439,020 | 3,339,928 | 136.94% | |
| Rental Income - All Funds | 5,328,000 | 5,185,773 | 97.33% | |
| Fines and Penalties - All Funds | 575,000 | 428,406 | 74.51% | (4) |
| Special Event Revenue - Hotel Fund | 2,354,000 | 1,595,320 | 67.77% | (7) |
| Fuel Flowage Fees - Airport Fund | 907,040 | 975,818 | 107.58% | |
| Water and Sewer Charges - Utility Fund | 11,167,226 | 11,115,443 | 99.54% | |

| Key Expenditures | FY2018 Budget | Actual through 9/30/18 | % Annual Budget |
|----------------------|---------------|------------------------|-----------------|
| General Fund | \$ 37,661,437 | \$ 35,620,706 | 94.58% |
| Hotel Fund | 9,114,513 | 7,990,250 | 87.67% |
| Economic Development | 1,773,570 | 1,571,015 | 88.58% |
| Airport Operations | 5,481,156 | 4,677,815 | 85.34% |
| Utility Operations | 12,340,667 | 12,327,529 | 99.89% |

Executive Dashboard - 4th Quarter, 2018 Fiscal Year

Financial & Staffing Indicators

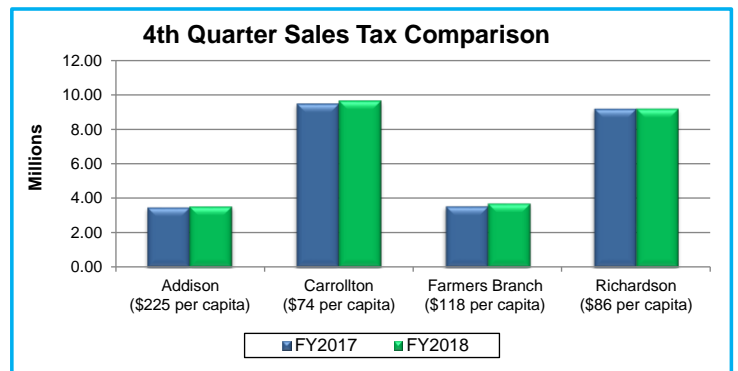
Personnel Information:

| New Hires - Benefitted Positions | | | | |
|----------------------------------|---------------------|---------------------|----------------|-----------|
| | 7/2018-9/2018 | | | FY2018 |
| Department | Part-Time Positions | Full-time positions | Total, 4th Qtr | YTD |
| City Secretary | 0 | 0 | 0 | 1 |
| Conference Centre | 0 | 1 | 1 | 2 |
| Development Services | 0 | 2 | 2 | 2 |
| Economic Development | 0 | 0 | 0 | 1 |
| Finance | 0 | 1 | 1 | 6 |
| Fire | 0 | 1 | 1 | 3 |
| Human Resources | 0 | 1 | 1 | 1 |
| Infrastructure | 0 | 1 | 1 | 4 |
| Police | 0 | 3 | 3 | 12 |
| Recreation | 1 | 0 | 1 | 2 |
| Special Events | 0 | 0 | 0 | 1 |
| Grand Total | 1 | 10 | 11 | 35 |

| Separations - Benefitted Positions | | | | |
|------------------------------------|---------------------|---------------------|----------------|-----------|
| | 7/2018-9/2018 | | | FY2018 |
| Department | Part-Time Positions | Full-time positions | Total, 4th Qtr | YTD |
| City Secretary | 0 | 0 | 0 | 1 |
| Conference Centre | 0 | 0 | 0 | 1 |
| Development Services | 0 | 0 | 0 | 1 |
| Economic Development | 0 | 0 | 0 | 1 |
| Finance | 0 | 1 | 1 | 5 |
| Fire | 0 | 1 | 1 | 3 |
| General Services | 0 | 0 | 0 | 2 |
| Human Resources | 0 | 0 | 0 | 1 |
| Infrastructure | 0 | 1 | 1 | 3 |
| Parks | 0 | 1 | 1 | 3 |
| Police | 0 | 0 | 0 | 12 |
| Recreation | 2 | 0 | 2 | 3 |
| Streets | 0 | 0 | 0 | 1 |
| Grand Total | 2 | 4 | 6 | 37 |

Economic Development Incentives:

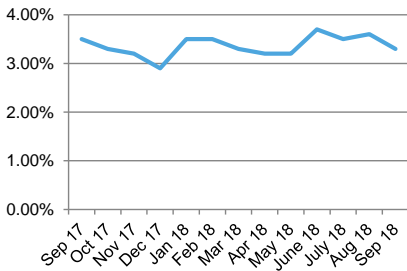
| Executed Agreements | Amount Paid FY18 | Total Incentives Committed |
|---------------------|------------------|----------------------------|
| 4 | \$408,785 | \$455,334 |



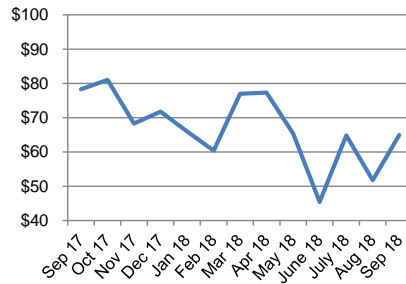
Executive Dashboard - 4th Quarter, 2018 Fiscal Year

Economic Indicators

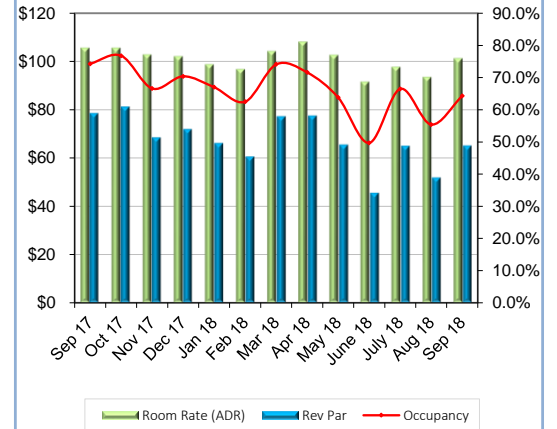
**DFW Unemployment Rate
Last 12 months**



**Hotel Revenue Per Available
Room**



Addison Hotel Statistics



Occupancy Indicators:

Office Occupancy =
84.9%

Retail Occupancy =
93.1%

Hotel Indicators

Hotel Occupancy =
62.1%

RevPar =
\$60.53

1.2%

0.8%

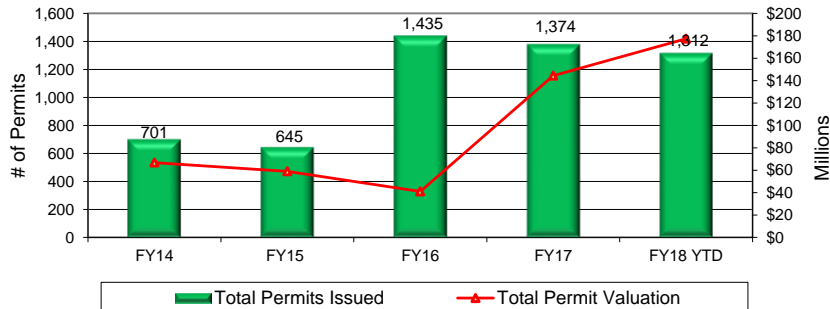
8.5%

10.7%

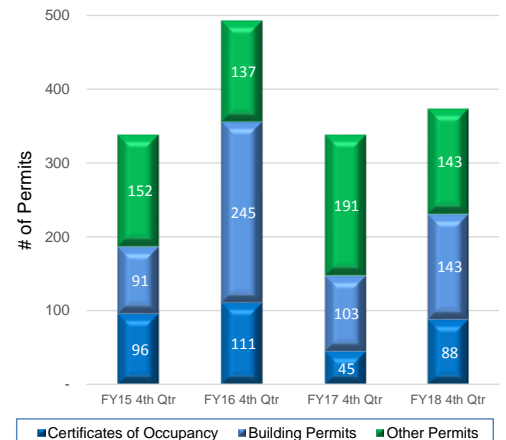
Source: CoStar (compares to prior year)

Source: STR Report (compares to prior year)

Total Permits Issued and Valuation

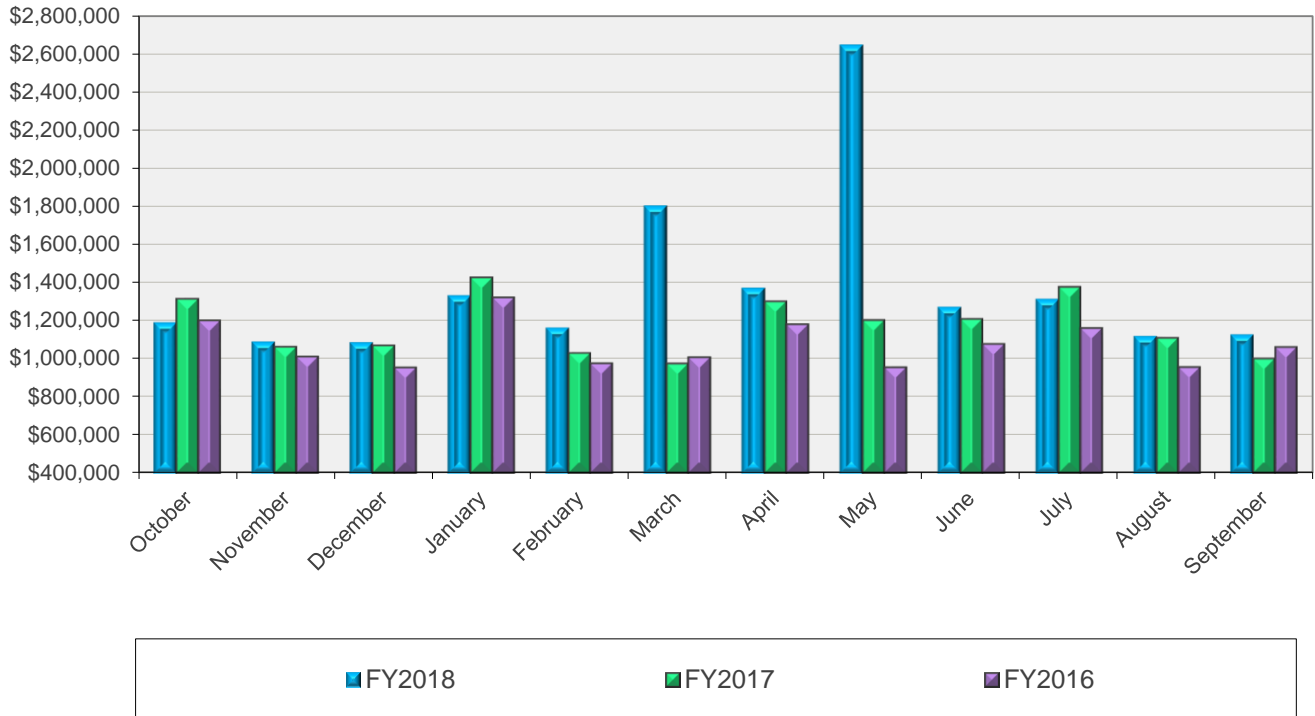


Quarterly Permit Activity, Year over Year



Sales Tax Information

Monthly Sales Tax Collections



Positive variance compared to historical trends

Negative variance of 3%-5% and more than \$50,000 compared to historical trends

Negative variance of >5% and more than \$50,000 compared to historical trends

Positive

Warning

Negative

TOWN OF ADDISON

GENERAL FUND

FY 2018 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET

With Comparative Information from Prior Fiscal Year

| CATEGORY | FY 2016-17 ACTUAL PRIOR YEAR | FY 2017-18 REVISED BUDGET | FY 2017-18 ACTUAL 4TH QTR | FY 2017-18 ACTUAL YTD | ACTUAL YTD as % of Budget |
|------------------------------------|------------------------------------|---------------------------------|---------------------------------|-----------------------------|---------------------------------|
| Revenues: | | | | | |
| Ad Valorem taxes: | | | | | |
| Current taxes | \$ 14,702,022 | \$ 15,753,469 | \$ (31,405) | \$ 15,904,272 | 101.0% |
| Delinquent taxes | (4,428) | (58,000) | 7,201 | (73,767) | 127.2% |
| Penalty & interest | 44,923 | 29,000 | 8,399 | 44,338 | 152.9% |
| Non-property taxes: | | | | | |
| Sales tax | 14,032,616 | 13,400,000 | 3,543,107 | 16,449,992 | 122.8% |
| Alcoholic beverage tax | 1,229,708 | 1,260,000 | 290,872 | 867,987 | 68.9% (1) |
| Franchise / right-of-way use fees: | | | | | |
| Electric franchise | 1,536,852 | 1,675,000 | 364,980 | 1,553,902 | 92.8% (2) |
| Gas franchise | 203,779 | 217,400 | - | 229,319 | 105.5% |
| Telecommunication access fees | 545,932 | 636,500 | 113,995 | 468,770 | 73.6% (3) |
| Cable franchise | 314,966 | 316,400 | 101,528 | 288,094 | 91.1% |
| Street rental fees | - | 5,000 | - | 11,844 | 236.9% |
| Licenses and permits: | | | | | |
| Business licenses and permits | 200,681 | 137,300 | 28,779 | 117,157 | 85.3% |
| Building and construction permits | 1,024,692 | 627,000 | 535,337 | 1,282,674 | 204.6% |
| Service fees: | | | | | |
| General government | 152 | 500 | 20 | 31 | 6.2% |
| Public safety | 975,871 | 785,200 | 242,660 | 942,438 | 120.0% |
| Urban development | 2,950 | 3,000 | 260 | 890 | 29.7% |
| Streets and sanitation | 391,126 | 282,200 | 107,596 | 395,627 | 140.2% |
| Recreation | 83,337 | 73,300 | 19,324 | 70,591 | 96.3% |
| Interfund | 348,910 | 530,520 | 132,630 | 530,520 | 100.0% |
| Court fines | 426,144 | 500,000 | 81,085 | 339,064 | 67.8% (4) |
| Interest earnings | 168,959 | 70,000 | 115,420 | 342,278 | 489.0% |
| Rental income | 77,330 | 175,000 | 1,650 | 8,120 | 4.6% (5) |
| Other | 3,517,600 | 78,000 | 128,240 | 165,144 | 211.7% |
| Total Revenues | 39,824,122 | 36,496,789 | 5,791,678 | 39,939,285 | 109.4% |

Positive variance compared to historical trends

Negative variance of 3%-5% and more than \$50,000 compared to historical trends

Negative variance of >5% and more than \$50,000 compared to historical trends

Positive

Warning

Negative

TOWN OF ADDISON

GENERAL FUND

FY 2018 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET

With Comparative Information from Prior Fiscal Year

| CATEGORY | FY 2016-17 ACTUAL PRIOR YEAR | FY 2017-18 REVISED BUDGET | FY 2017-18 ACTUAL 4TH QTR | FY 2017-18 ACTUAL YTD | ACTUAL YTD as % of Budget |
|-----------------------------------|------------------------------------|---------------------------------|---------------------------------|-----------------------------|---------------------------------|
| Expenditures: | | | | | |
| General Government: | | | | | |
| City secretary | 130,630 | 180,071 | 49,397 | 180,168 | 100.1% |
| City manager | 1,039,259 | 1,122,398 | 317,507 | 1,094,884 | 97.5% |
| Finance | 1,682,924 | 1,825,041 | 473,077 | 1,826,187 | 100.1% |
| General services | 788,335 | 720,103 | 191,765 | 632,715 | 87.9% |
| Municipal court | 631,181 | 652,784 | 169,053 | 614,027 | 94.1% |
| Human resources | 625,666 | 677,938 | 174,922 | 628,827 | 92.8% |
| Information technology | 1,796,615 | 2,028,630 | 537,799 | 1,932,531 | 95.3% |
| Combined services | 866,597 | 1,434,281 | 231,701 | 1,219,643 | 85.0% |
| Council projects | 292,823 | 346,924 | 32,572 | 312,580 | 90.1% |
| Public safety: | | | | | |
| Police | 8,410,582 | 8,995,043 | 2,422,134 | 8,642,853 | 96.1% |
| Emergency communications | 1,340,668 | 1,459,046 | 2,738 | 1,375,258 | 94.3% |
| Fire | 7,176,401 | 7,709,074 | 2,169,181 | 7,676,863 | 99.6% |
| Development services | 1,158,970 | 1,508,705 | 432,223 | 1,369,533 | 90.8% |
| Streets | 1,942,585 | 2,109,357 | 891,443 | 1,880,062 | 89.1% |
| Parks and Recreation: | | | | | |
| Parks | 3,307,065 | 3,841,921 | 1,087,819 | 3,365,354 | 87.6% |
| Recreation | 1,713,906 | 1,848,121 | 530,404 | 1,667,221 | 90.2% |
| Other financing uses: | | | | | |
| Transfers to other funds | 3,442,676 | 1,202,000 | 300,500 | 1,202,000 | 100.0% |
| Total Expenditures | 36,346,883 | 37,661,437 | 10,014,235 | 35,620,706 | 94.6% |
| Net Change in Fund Balance | | | | | |
| | 3,477,239 | (1,164,648) | (4,222,557) | 4,318,579 | |
| Fund Balance at Beginning of Year | | | | | |
| | 12,890,799 | 14,000,978 | | 16,368,038 | 43.5% |
| Fund Balance at End of Year | | | | | |
| | <u>\$ 16,368,038</u> | <u>\$ 12,836,330</u> | | <u>\$ 20,686,617</u> | 58.1% |

Positive variance compared to historical trends

Negative variance of 3%-5% and more than \$50,000 compared to historical trends

Negative variance of >5% and more than \$50,000 compared to historical trends

Positive

Warning

Negative

TOWN OF ADDISON

HOTEL FUND

FY 2018 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET

With Comparative Information from Prior Fiscal Year

| CATEGORY | FY 2016-17 ACTUAL PRIOR YEAR | FY 2017-18 REVISED BUDGET | FY 2017-18 ACTUAL 4TH QTR | FY 2017-18 ACTUAL YTD | ACTUAL YTD as % of Budget |
|--|------------------------------------|---------------------------------|---------------------------------|-----------------------------|---------------------------------|
| Revenues: | | | | | |
| Hotel/Motel occupancy taxes | \$ 5,954,704 | \$ 5,760,000 | \$ 1,736,102 | \$ 5,508,861 | 95.6% (6) |
| Proceeds from special events | 2,617,265 | 2,354,000 | 578,621 | 1,595,320 | 67.8% (7) |
| Conference centre rental | 630,394 | 678,000 | 137,475 | 626,078 | 92.3% (8) |
| Theatre centre rental | 70,747 | 120,000 | 26,061 | 77,992 | 65.0% |
| Interest and miscellaneous | 34,300 | 17,000 | 25,251 | 61,592 | 362.3% |
| Total Revenues | 9,307,410 | 8,929,000 | 2,503,510 | 7,869,843 | 88.1% |
| Expenditures: | | | | | |
| Conference centre | 1,211,294 | 1,217,361 | 346,893 | 1,008,234 | 82.8% |
| Marketing | 964,987 | 1,068,418 | 362,005 | 922,264 | 86.3% |
| Special events operations | - | 974,087 | 255,628 | 920,974 | 94.5% |
| Special events | 4,491,070 | 3,439,378 | 1,517,488 | 2,872,625 | 83.5% |
| Addison theatre centre | 376,617 | 408,822 | 142,093 | 351,019 | 85.9% |
| Performing arts | 445,000 | 447,000 | - | 445,000 | 99.6% |
| General hotel operations | 106,168 | 238,647 | 39,796 | 149,334 | 62.6% |
| Other financing uses: | | | | | |
| Transfer to debt serv & ED funds | 1,259,500 | 1,320,800 | 330,200 | 1,320,800 | 100.0% |
| Total Expenditures | 8,854,636 | 9,114,513 | 2,994,103 | 7,990,250 | 87.7% |
| Net Change in Fund Balance | 452,774 | (185,513) | (490,593) | (120,407) | |
| Fund Balance at Beginning of Year | 3,386,414 | 3,558,972 | | 3,839,188 | 42.1% |
| Fund Balance at End of Year | \$ 3,839,188 | \$ 3,373,459 | | \$ 3,718,781 | 46.5% |

Positive variance compared to historical trends

Negative variance of 3%-5% and more than \$50,000 compared to historical trends

Negative variance of >5% and more than \$50,000 compared to historical trends

Positive

Warning

Negative

TOWN OF ADDISON

ECONOMIC DEVELOPMENT FUND

FY 2018 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET

With Comparative Information from Prior Fiscal Year

| CATEGORY | FY 2016-17 ACTUAL PRIOR YEAR | FY 2017-18 REVISED BUDGET | FY 2017-18 ACTUAL 4TH QTR | FY 2017-18 ACTUAL YTD | ACTUAL YTD as % of Budget |
|--|------------------------------------|---------------------------------|---------------------------------|-----------------------------|---------------------------------|
| Revenues: | | | | | |
| Ad Valorem taxes: | \$ 994,498 | \$ 1,015,359 | \$ (1,021) | \$ 1,024,998 | 100.9% |
| Business license fee | 60,181 | 67,000 | 1,400 | 53,200 | 79.4% |
| Interest income and other | 12,318 | 14,100 | 8,652 | 28,287 | 200.6% |
| Transfers from General/Hotel Fund | 973,000 | 610,000 | 152,500 | 610,000 | 100.0% |
| Total Revenues | 2,039,997 | 1,706,459 | 161,531 | 1,716,485 | 100.6% |
| Expenditures: | | | | | |
| Personnel services | 409,191 | 451,958 | 122,392 | 411,096 | 91.0% |
| Supplies | 27,319 | 22,749 | 6,211 | 15,595 | 68.6% |
| Maintenance | 18,187 | 22,213 | 5,608 | 16,980 | 76.4% |
| Contractual services | 1,270,046 | 1,158,962 | 323,220 | 1,009,656 | 87.1% |
| Capital replacement/lease | 23,006 | 17,688 | 4,422 | 17,688 | 100.0% |
| Other financing uses: | | | | | |
| Transfers to other funds | - | 100,000 | 25,000 | 100,000 | 100.0% |
| Total Expenditures | 1,747,749 | 1,773,570 | 486,853 | 1,571,015 | 88.6% |
| Net Change in Fund Balance | 292,248 | (67,111) | (325,322) | 145,470 | |
| Fund Balance at Beginning of Year | 1,003,514 | 989,411 | | 1,295,762 | 73.1% |
| Fund Balance at End of Year | \$ 1,295,762 | \$ 922,300 | | \$ 1,441,232 | 91.7% |

Positive variance compared to historical trends

Negative variance of 3%-5% and more than \$50,000 compared to historical trends

Negative variance of >5% and more than \$50,000 compared to historical trends

Positive

Warning

Negative

AIRPORT FUND

FY 2018 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET

With Comparative Information from Prior Fiscal Year

| CATEGORY | FY 2016-17 ACTUAL PRIOR YEAR | FY 2017-18 REVISED BUDGET | FY 2017-18 ACTUAL 4TH QTR | FY 2017-18 ACTUAL YTD | ACTUAL YTD as % of Budget |
|--|------------------------------------|---------------------------------|---------------------------------|-----------------------------|---------------------------------|
| Operating Revenues: | | | | | |
| Operating grants | \$ 50,000 | \$ 50,000 | \$ 50,000 | \$ 50,000 | 100.0% |
| Customs fees | 131,689 | 152,960 | 25,107 | 127,023 | 83.0% |
| Fuel flowage fees | 924,328 | 907,040 | 243,966 | 975,818 | 107.6% |
| Rental income | 4,369,905 | 4,355,000 | 1,112,182 | 4,473,583 | 102.7% |
| Interest income and other | 112,921 | 24,500 | 628,141 | 721,475 | 2944.8% |
| Total Operating Revenues: | 5,588,843 | 5,489,500 | 2,059,396 | 6,347,899 | 115.6% |
| Operating Expenses: | | | | | |
| Town - Personnel services | 353,000 | 423,447 | 74,618 | 356,178 | 84.1% |
| Town - Supplies | 41,859 | 40,000 | 2,818 | 10,502 | 26.3% |
| Town - Maintenance | 152,701 | 48,000 | 11,201 | 36,482 | 76.0% |
| Town - Contractual services | 221,565 | 263,154 | 39,513 | 189,743 | 72.1% |
| Town - Capital Replacement/Lease | 27,878 | 26,823 | 6,706 | 26,823 | 100.0% |
| Town - Debt service | 580,330 | 592,972 | 59,233 | 591,816 | 99.8% |
| Town - Capital Outlay | 201,465 | 287,000 | 139,510 | 279,034 | 97.2% |
| Operator - Operations and maintenance | 2,802,952 | 3,405,903 | 678,612 | 2,793,948 | 82.0% |
| Operator - Service contract | 429,675 | 393,857 | 90,028 | 393,289 | 99.9% |
| Total Operating Expenses: | 4,811,425 | 5,481,156 | 1,102,239 | 4,677,815 | 85.3% |
| Net Change in Fund Balance | 777,418 | 8,344 | 957,157 | 1,670,084 | |
| Fund Balance at Beginning of Year | 2,407,024 | 3,200,576 | | 3,184,442 | 58.1% |
| Fund Balance at End of Year | \$ 3,184,442 | \$ 3,208,920 | | \$ 4,854,526 | 103.8% |

Positive variance compared to historical trends

Negative variance of 3%-5% and more than \$50,000 compared to historical trends

Negative variance of >5% and more than \$50,000 compared to historical trends

Positive

Warning

Negative

UTILITY FUND

FY 2018 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET

With Comparative Information from Prior Fiscal Year

| CATEGORY | FY 2016-17 ACTUAL PRIOR YEAR | FY 2017-18 REVISED BUDGET | FY 2017-18 ACTUAL 4TH QTR | FY 2017-18 ACTUAL YTD | ACTUAL YTD as % of Budget |
|--|------------------------------------|---------------------------------|---------------------------------|-----------------------------|---------------------------------|
| Operating revenues: | | | | | |
| Water sales | \$ 6,261,005 | \$ 6,286,823 | \$ 2,474,381 | \$ 6,460,681 | 102.8% |
| Sewer charges | 4,595,090 | 4,880,403 | 1,389,688 | 4,654,762 | 95.4% |
| Tap fees | 53,375 | 7,000 | 3,025 | 16,325 | 233.2% |
| Penalties | 73,283 | 75,000 | 17,707 | 89,342 | 119.1% |
| Interest income and other | 190,397 | 94,600 | 52,891 | 899,076 | 950.4% |
| Total Operating Revenues: | 11,173,150 | 11,343,826 | 3,937,692 | 12,120,186 | 106.8% |
| Operating expenses: | | | | | |
| Personnel services | 1,526,969 | 1,681,614 | 441,916 | 1,558,285 | 92.7% |
| Supplies | 126,574 | 136,304 | 45,586 | 145,121 | 106.5% |
| Maintenance | 371,325 | 489,061 | 127,072 | 326,071 | 66.7% |
| Contractual services | | | | | |
| Water purchases | 3,444,692 | 3,926,500 | 998,853 | 3,871,343 | 98.6% |
| Wastewater treatment | 2,625,588 | 2,842,330 | 892,113 | 3,326,795 | 117.0% (9) |
| Other services | 1,076,254 | 1,358,292 | 228,060 | 1,213,475 | 89.3% |
| Capital Replacement/Lease | 56,759 | 54,394 | 13,598 | 54,394 | 100.0% |
| Debt service | 984,327 | 1,077,172 | 233,656 | 1,076,694 | 100.0% |
| Capital outlay | 75,175 | 275,000 | 127,959 | 255,351 | 92.9% |
| Other financing uses: | | | | | |
| Transfers to other funds | 800,000 | 500,000 | 125,000 | 500,000 | 100.0% |
| Total Operating Expenses: | 11,087,663 | 12,340,667 | 3,233,813 | 12,327,529 | 99.9% |
| Net Change in Fund Balance | 85,487 | (996,841) | 703,879 | (207,343) | |
| Fund Balance at Beginning of Year | 8,165,448 | 7,811,879 | | 8,250,935 | 66.9% |
| Fund Balance at End of Year | \$ 8,250,935 | \$ 6,815,038 | | \$ 8,043,592 | 65.2% |

Positive variance compared to historical trends

Negative variance of 3%-5% and more than \$50,000 compared to historical trends

Negative variance of >5% and more than \$50,000 compared to historical trends

Positive

Warning

Negative

STORMWATER UTILITY FUND

FY 2018 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET

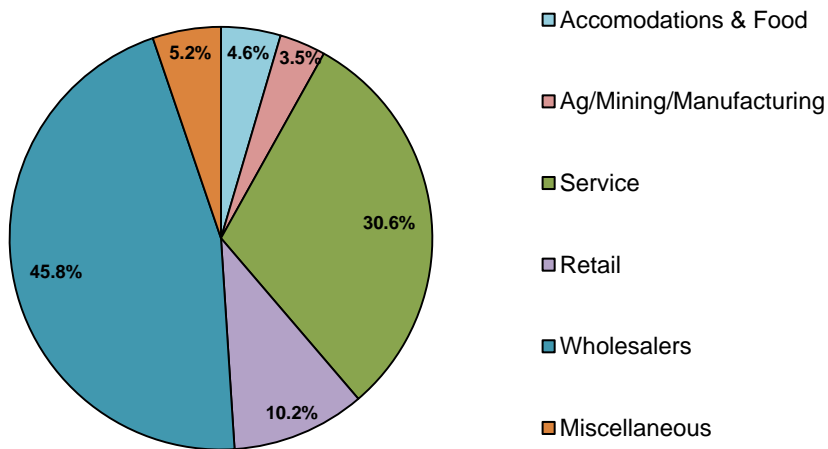
With Comparative Information from Prior Fiscal Year

| CATEGORY | FY 2016-17 ACTUAL PRIOR YEAR | FY 2017-18 REVISED BUDGET | FY 2017-18 ACTUAL 4TH QTR | FY 2017-18 ACTUAL YTD | ACTUAL YTD as % of Budget |
|--|------------------------------------|---------------------------------|---------------------------------|-----------------------------|---------------------------------|
| Operating revenues: | | | | | |
| Drainage Fees | \$ 2,034,101 | \$ 1,950,000 | \$ 537,151 | \$ 1,986,301 | 101.9% |
| Interest income and other | 93,784 | 67,700 | 25,881 | 73,058 | 107.9% |
| Total Operating Revenues: | 2,127,885 | 2,017,700 | 563,032 | 2,059,359 | 102.1% |
| Operating expenses | | | | | |
| Personnel services | 115,162 | 158,023 | 46,035 | 157,847 | 99.9% |
| Supplies | 4,449 | 23,200 | 504 | 8,082 | 34.8% |
| Maintenance | 123,754 | 222,200 | 62,943 | 84,131 | 37.9% |
| Contractual services | 118,755 | 341,027 | 57,106 | 186,306 | 54.6% |
| Debt service | 514,077 | 541,561 | 130,458 | 543,716 | 100.4% |
| Total Operating Expenses: | 876,197 | 1,286,011 | 297,046 | 980,082 | 76.2% |
| Net Change in Fund Balance | 1,251,688 | 731,689 | 265,986 | 1,079,277 | |
| Fund Balance at Beginning of Year | 3,756,553 | 4,625,539 | | 5,008,241 | 389.4% |
| Fund Balance at End of Year | \$ 5,008,241 | \$ 5,357,228 | | \$ 6,087,518 | 621.1% |

TOWN OF ADDISON
Schedule of Sales Tax Collections
For the quarter ending September 30, 2018

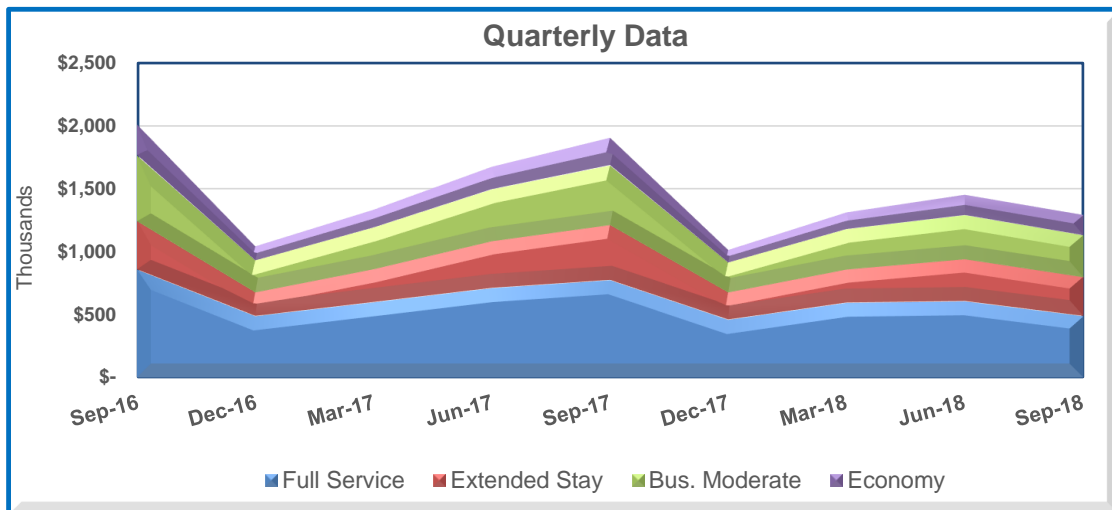
| | FY2018 Monthly Collections | % Change from Prior Year | FY2017 Monthly Collections |
|-----------|-------------------------------|--------------------------------|-------------------------------|
| October | \$ 1,184,668 | -9.5% | \$ 1,309,129 |
| November | 1,084,154 | 2.3% | 1,059,533 |
| December | 1,080,572 | 1.3% | 1,066,606 |
| January | 1,326,683 | -6.7% | 1,421,424 |
| February | 1,156,819 | 12.6% | 1,027,098 |
| March | 1,798,199 | 85.0% | 971,913 |
| April | 1,366,196 | 5.3% | 1,296,871 |
| May | 2,643,325 | 120.4% | 1,199,541 |
| June | 1,266,269 | 5.1% | 1,204,870 |
| July | 1,308,045 | -4.6% | 1,371,537 |
| August | 1,113,326 | 0.7% | 1,105,558 |
| September | 1,121,736 | 12.3% | 998,537 |
| | \$ 16,449,992 | | \$ 14,032,616 |
| Budget: | 13,400,000 | 122.8% | 13,400,000 |

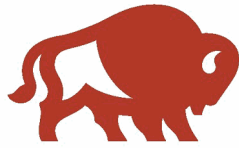
Breakdown of Sales Tax by Economic Category



TOWN OF ADDISON
HOTEL OCCUPANCY TAX COLLECTION
Hotels By Service Type for the Quarter and Year-to-Date Ended September 30, 2018
With Comparative Information from Prior Fiscal Year

| | Rooms | | July - Sept 2018 | | | | 18 to 17 | YTD FY 2018 | | 18 to 17 |
|-------------------------------|--------------|-------------|---------------------|-------------|--|-------------|-----------|------------------|-------------|------------|
| | Number | % | Amount | % | | % Diff. | | Amount | % | % Diff. |
| Full Service | | | | | | | | | | |
| Marriott Quorum | 547 | 13% | \$ 209,008 | 16% | | -33% | \$ | 973,898 | 18% | -6% |
| Renaissance | 528 | 13% | 143,660 | 11% | | -45% | | 784,997 | 14% | -13% |
| Crowne Plaza | 428 | 11% | 132,486 | 10% | | -32% | | 562,374 | 10% | -9% |
| | 1,503 | 37% | 485,154 | 38% | | -37% | | 2,321,269 | 42% | -9% |
| Extended Stay | | | | | | | | | | |
| Budget Suites | 344 | 8% | 6,245 | 0% | | -32% | | 14,467 | 0% | -16% |
| Hawthorn Suites | 70 | 2% | 14,990 | 1% | | -50% | | 71,001 | 1% | -24% |
| Marriott Residence Inn | 150 | 4% | 60,712 | 5% | | -23% | | 225,063 | 4% | -9% |
| Hyatt House | 132 | 3% | 51,747 | 4% | | -32% | | 207,235 | 4% | -16% |
| Homewood Suites | 120 | 3% | 52,178 | 4% | | -29% | | 187,335 | 3% | -18% |
| Home2Suites | 132 | 3% | 68,307 | 5% | | 0% | | 280,382 | 5% | 73% |
| Springhill Suites | 159 | 4% | 57,991 | 5% | | -31% | | 264,760 | 5% | -5% |
| | 1,107 | 27% | 312,171 | 25% | | -29% | | 1,250,242 | 23% | -2% |
| Business Moderate | | | | | | | | | | |
| Marriott Courtyard Quorum | 176 | 4% | 54,525 | 4% | | -54% | | 232,322 | 4% | -38% |
| LaQuinta Inn | 152 | 4% | 52,214 | 4% | | -19% | | 214,039 | 4% | 5% |
| Marriott Courtyard Midway | 145 | 4% | 83,593 | 7% | | 9% | | 365,114 | 7% | 48% |
| Radisson - Addison | 101 | 2% | 36,056 | 3% | | -36% | | 155,576 | 3% | -8% |
| Hilton Garden Inn | 96 | 2% | 49,156 | 4% | | -30% | | 207,736 | 4% | -3% |
| Holiday Inn Express | 97 | 2% | 30,806 | 2% | | -31% | | 69,828 | 1% | -50% |
| Best Western Plus | 84 | 2% | 27,969 | 2% | | -36% | | 119,502 | 2% | -5% |
| | 851 | 21% | 334,319 | 26% | | -29% | | 1,364,117 | 25% | -7% |
| Economy | | | | | | | | | | |
| Motel 6 | 124 | 3% | 25,473 | 2% | | -34% | | 92,450 | 2% | -15% |
| Hampton Inn | 158 | 4% | 56,868 | 4% | | -31% | | 247,268 | 4% | -5% |
| Red Roof Inn | 104 | 3% | 26,920 | 2% | | -37% | | 110,320 | 2% | -8% |
| Quality Suites North/Galleria | 78 | 2% | 19,126 | 2% | | -28% | | 80,135 | 1% | -3% |
| Super 8 | 71 | 2% | - | 0% | | -100% | | 13,837 | 0% | -65% |
| America's Best Value Inn | 60 | 1% | 7,847 | 1% | | -23% | | 29,222 | 1% | -1% |
| | 595 | 15% | 136,235 | 11% | | -36% | | 573,232 | 10% | -10% |
| TOTAL | 4,056 | 100% | \$ 1,267,878 | 100% | | -33% | \$ | 5,508,861 | 100% | -7% |





Town of Addison



For the Quarter Ended
September 30, 2018

Report Name

Certification Page

Executive Summary

Benchmark Comparison

Detail of Security Holdings

Change in Value

Earned Income

Investment Transactions

Amortization and Accretion

Projected Fixed Income Cash Flows

MARKET RECAP - SEPTEMBER 2018:

As September began, the yield on the two-year Treasury note sat at 2.63%, right in the middle of a narrow range that had prevailed since mid-July. The 10-year T-note, meanwhile, was just 23 basis points higher at 2.86%. Within a few days, a string of strong data would spark a bond sell-off that would send yields sharply higher throughout the month. The ISM manufacturing index topped the most optimistic of forecasts, climbing above 61 for the first time since 2004 to 61.3. The prices paid index logged a second straight month in the stratosphere, dipping from 73.2 to 72.1. The ISM non-manufacturing index, which covers the much larger service sector that accounts for roughly 88% of the economy, surged from an 11-month low of 55.7 to 58.5 in August. While the ISM surveys are booming, the real fireworks came with the August employment report. Although the increase in non-farm payrolls was close to expectations at +201k and the unemployment rate held steady at 3.9%, average hourly earnings doubled forecasts with a +0.4% gain that took the year-over-year increase to +2.9% and the three month annualized pace above +3.0%. Taken together, the jobs data indicates a tight labor market where difficulty finding workers is restraining job growth and leading employers to respond with higher wages, stoking wage inflation fears. The overall strength seen in the early month indicators sent bond prices tumbling and would quickly push yields on the two-year and 10-year Treasury notes north of 2.80% and 3.00% respectively.

Contrary to the wage data, the producer and consumer price indexes both moderated in August. The headline producer price index fell -0.1% for the month and the year-over-year pace dropped from +3.2% to +2.8%, while core PPI retreated from +2.7% to +2.3% y-o-y. Consumer prices also eased as headline CPI was below forecast at +0.2%, taking the y-o-y rate down a tenth to +2.7%. Core CPI was even lower, up just +0.1% on the month with the y-o-y sliding from +2.4% to +2.2%. Consumer spending was weaker than expected in August but upward revisions to July kept the annual rate above 6% for a fourth straight month. Consumer confidence measures hover at or near recovery highs with Bloomberg's Consumer Comfort Index topping 60 for the first time since 2001, and the Conference Board's Consumer Confidence Index reaching a new 18-year high. Housing seems to be the one area exhibiting signs of weakness as higher prices and higher mortgage rates crimp affordability. Existing home sales were unchanged in August and are hovering at the lowest levels since early 2016.

By the time the Fed's FOMC met on September 26th, the third 25 basis point rate hike of 2018 was a foregone conclusion and the Fed obliged. Market fears of an overtly hawkish statement and more aggressive dot plot were not realized as the committee struck a balanced tone. The dot plot still indicates a hike in December, followed by three more in 2019 and one in 2020. Bond yields, having spent the month of September moving higher, were largely unchanged following the announcement. The two-year T-note closed the month at 2.82% while the 10-year settled at 3.06%. Stocks continued their trek higher with the Dow and the S&P 500 trading to record highs during the month.

For the Quarter Ended
September 30, 2018

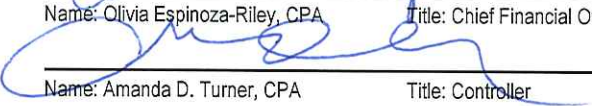
This report is prepared for the **Town of Addison** (the "Entity") in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity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

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

Officer Names and Titles:


Name: Olivia Espinoza-Riley, CPA

Title: Chief Financial Officer


Name: Amanda D. Turner, CPA

Title: Controller

Account Summary

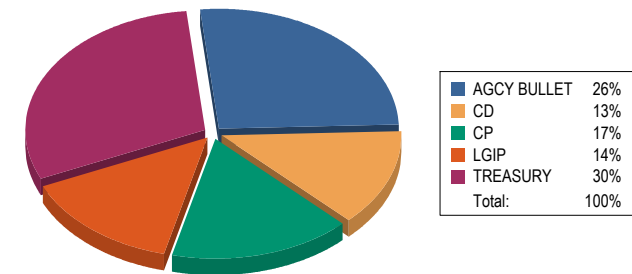
Allocation by Security Type

Beginning Values as of 06/30/18

Ending Values as of 09/30/18

| | | |
|------------------------|---------------|---------------|
| Par Value | 86,232,276.46 | 78,395,034.70 |
| Market Value | 85,843,131.96 | 78,000,034.70 |
| Book Value | 85,896,705.26 | 78,070,684.36 |
| Unrealized Gain/(Loss) | (53,573.30) | (70,649.66) |
| Market Value % | 99.94% | 99.91% |

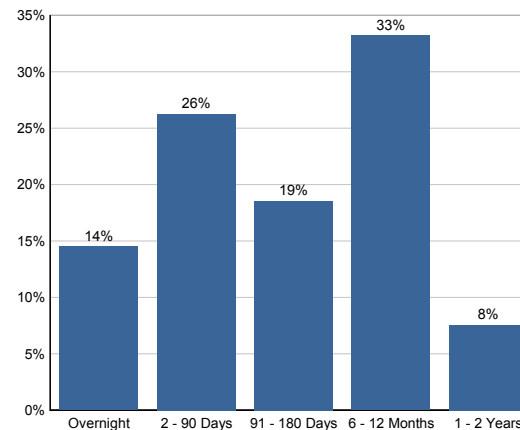
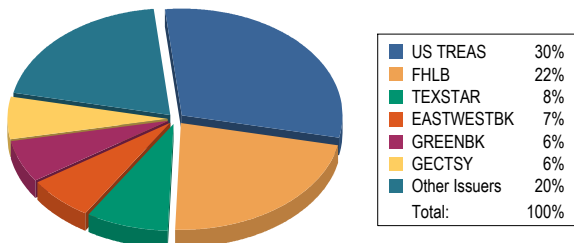
| | | |
|-------------------|--------|--------|
| Weighted Avg. YTW | 1.829% | 1.996% |
| Weighted Avg. YTM | 1.829% | 1.996% |



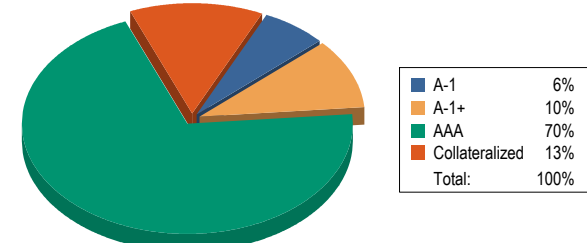
Allocation by Issuer

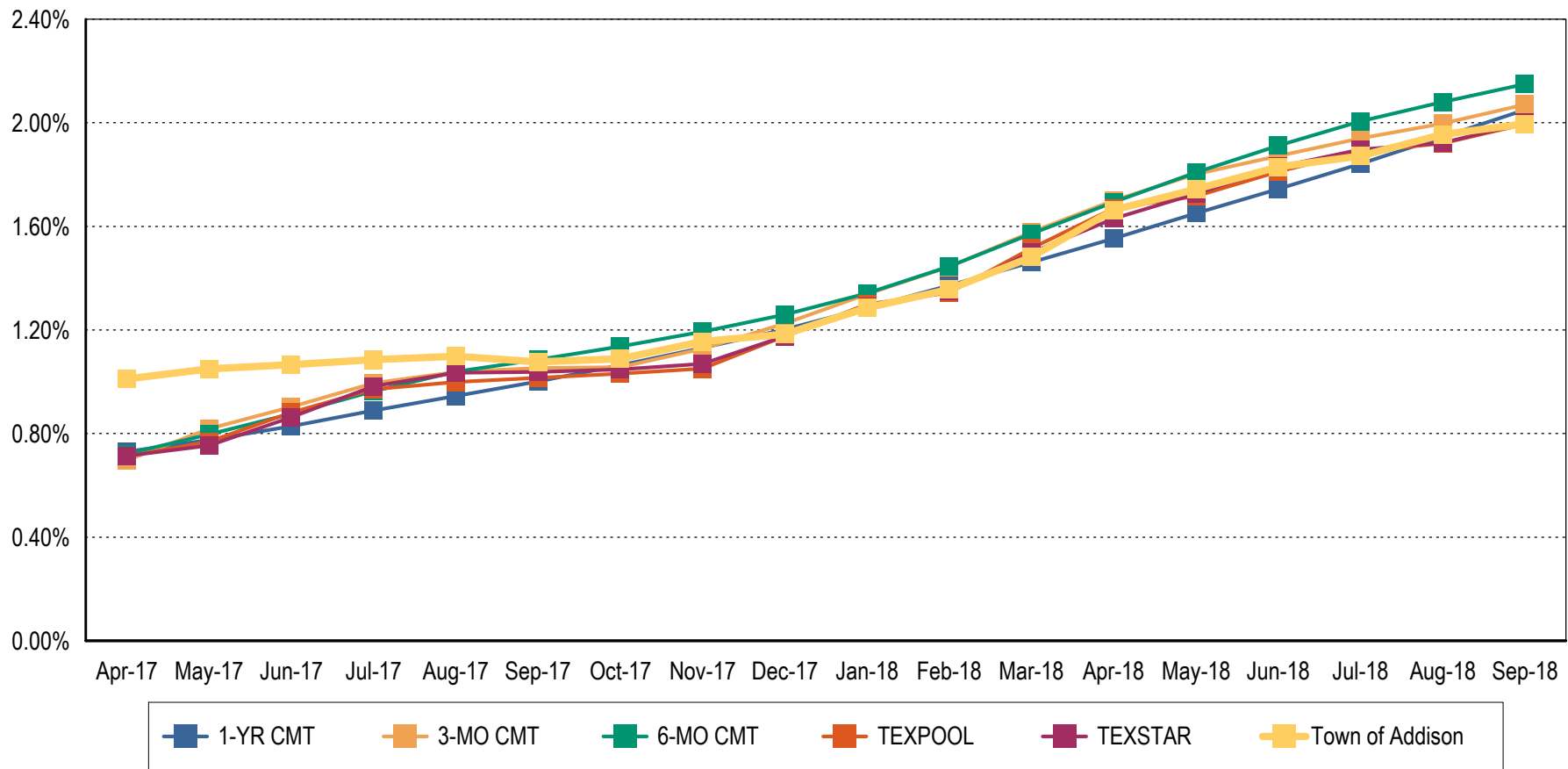
Maturity Distribution %

Credit Quality



Weighted Average Days to Maturity: 159





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

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

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

| CUSIP | Settle Date | Sec. Type | Sec. Description | CPN | Mty Date | Next Call | Call Type | Par Value | Purch Price | Orig Cost | Book Value | Mkt Price | Market Value | Days to Mty | Days to Call | YTM | YTW |
|----------------------------------|-------------|------------|---------------------|-------|----------|-----------|-----------|----------------------|---------------|----------------------|----------------------|---------------|----------------------|-------------|--------------|--------------|--------------|
| Pooled Funds | | | | | | | | | | | | | | | | | |
| TEXPOOL | | LGIP | TexPool | | | | | 4,728,542.26 | 100.000 | 4,728,542.26 | 4,728,542.26 | 100.000 | 4,728,542.26 | 1 | | 1.995 | 1.995 |
| TEXSTAR | | LGIP | TexSTAR | | | | | 6,561,957.10 | 100.000 | 6,561,957.10 | 6,561,957.10 | 100.000 | 6,561,957.10 | 1 | | 1.999 | 1.999 |
| 912828L81 | 11/01/17 | TREAS NOTE | U.S. Treasury | 0.875 | 10/15/18 | | | 2,500,000.00 | 99.453 | 2,486,328.13 | 2,499,449.75 | 99.956 | 2,498,900.00 | 15 | | 1.455 | 1.455 |
| 36164KKS9 | 01/29/18 | CP - DISC | GE Capital Treasury | | 10/26/18 | | | 5,000,000.00 | 98.515 | 4,925,750.00 | 4,993,125.00 | 99.827 | 4,991,350.00 | 26 | | 2.010 | 2.010 |
| 89233HL28 | 02/08/18 | CP - DISC | Toyota Mtr Cr | | 11/02/18 | | | 4,000,000.00 | 98.509 | 3,940,370.00 | 3,992,853.32 | 99.787 | 3,991,480.00 | 33 | | 2.040 | 2.040 |
| 912828M64 | 01/08/18 | TREAS NOTE | U.S. Treasury | 1.250 | 11/15/18 | | | 5,000,000.00 | 99.551 | 4,977,539.06 | 4,996,766.00 | 99.895 | 4,994,750.00 | 46 | | 1.784 | 1.784 |
| 912828N22 | 02/08/18 | TREAS NOTE | U.S. Treasury | 1.250 | 12/15/18 | | | 4,000,000.00 | 99.484 | 3,979,375.00 | 3,995,011.08 | 99.807 | 3,992,280.00 | 76 | | 1.864 | 1.864 |
| 46640QNJ6 | 04/24/18 | CP - DISC | J.P.Morgan Sec | | 01/18/19 | | | 1,500,000.00 | 98.102 | 1,471,530.83 | 1,488,464.16 | 99.255 | 1,488,825.00 | 110 | | 2.589 | 2.589 |
| CD-3820-2 | 01/30/16 | CD | Green Bk CD | 1.000 | 01/29/19 | | | 5,000,000.00 | 100.000 | 5,000,000.00 | 5,000,000.00 | 100.000 | 5,000,000.00 | 121 | | 1.000 | 1.000 |
| 3135GJ53 | 04/13/18 | AGCY BULET | FNMA | 1.000 | 02/26/19 | | | 3,000,000.00 | 99.030 | 2,970,887.31 | 2,986,467.63 | 99.472 | 2,984,160.00 | 149 | | 2.132 | 2.132 |
| 3130AAXX1 | 03/07/18 | AGCY BULET | FHLB | 1.375 | 03/18/19 | | | 5,000,000.00 | 99.254 | 4,962,700.00 | 4,983,121.15 | 99.544 | 4,977,200.00 | 169 | | 2.110 | 2.110 |
| 46640QR29 | 07/09/18 | CP - DISC | J.P.Morgan Sec | | 04/02/19 | | | 2,500,000.00 | 98.072 | 2,451,791.67 | 2,466,958.33 | 98.078 | 2,451,950.00 | 184 | | 2.651 | 2.651 |
| 912828Q52 | 04/13/18 | TREAS NOTE | U.S. Treasury | 0.875 | 04/15/19 | | | 2,000,000.00 | 98.750 | 1,975,000.00 | 1,986,555.70 | 99.180 | 1,983,600.00 | 197 | | 2.138 | 2.138 |
| 3130ABF92 | 04/13/18 | AGCY BULET | FHLB | 1.375 | 05/28/19 | | | 4,000,000.00 | 99.075 | 3,963,000.00 | 3,978,273.28 | 99.265 | 3,970,600.00 | 240 | | 2.211 | 2.211 |
| 313379EE5 | 05/11/18 | AGCY BULET | FHLB | 1.625 | 06/14/19 | | | 5,000,000.00 | 99.209 | 4,960,450.00 | 4,974,471.55 | 99.372 | 4,968,600.00 | 257 | | 2.363 | 2.363 |
| CD-8603 | 07/28/16 | CD | East West Bk CD | 0.950 | 07/28/19 | | | 5,104,535.34 | 100.000 | 5,104,535.34 | 5,104,535.34 | 100.000 | 5,104,535.34 | 301 | | 0.950 | 0.950 |
| 912828TN0 | 06/08/18 | TREAS NOTE | U.S. Treasury | 1.000 | 08/31/19 | | | 5,000,000.00 | 98.301 | 4,915,039.06 | 4,936,571.45 | 98.527 | 4,926,350.00 | 335 | | 2.412 | 2.412 |
| 912828F39 | 08/15/18 | TREAS NOTE | U.S. Treasury | 1.750 | 09/30/19 | | | 2,500,000.00 | 99.172 | 2,479,296.88 | 2,481,652.78 | 99.109 | 2,477,725.00 | 365 | | 2.500 | 2.500 |
| 912828T59 | 09/07/18 | TREAS NOTE | U.S. Treasury | 1.000 | 10/15/19 | | | 2,500,000.00 | 98.344 | 2,458,593.75 | 2,461,030.13 | 98.301 | 2,457,525.00 | 380 | | 2.531 | 2.531 |
| 3130AA3R7 | 08/31/18 | AGCY BULET | FHLB | 1.375 | 11/15/19 | | | 3,500,000.00 | 98.614 | 3,451,490.00 | 3,454,878.35 | 98.563 | 3,449,705.00 | 411 | | 2.549 | 2.549 |
| Total for Pooled Funds | | | | | | | | 78,395,034.70 | 99.198 | 77,764,176.39 | 78,070,684.36 | 99.499 | 78,000,034.70 | 159 | | 1.996 | 1.996 |
| Total for Town of Addison | | | | | | | | 78,395,034.70 | 99.198 | 77,764,176.39 | 78,070,684.36 | 99.499 | 78,000,034.70 | 159 | | 1.996 | 1.996 |

| CUSIP | Security Type | Security Description | 06/30/18 Book Value | Cost of Purchases | Maturities / Calls / Sales | Amortization / Accretion | Realized Gain/(Loss) | 09/30/18 Book Value | 06/30/18 Market Value | 09/30/18 Market Value | Change in Mkt Value |
|----------------------------------|---------------|---|------------------------|----------------------|-------------------------------|-----------------------------|-------------------------|------------------------|--------------------------|--------------------------|------------------------|
| Pooled Funds | | | | | | | | | | | |
| TEXPOOL | LGIP | TexPool | 4,705,560.99 | 22,981.27 | 0.00 | 0.00 | 0.00 | 4,728,542.26 | 4,705,560.99 | 4,728,542.26 | 22,981.27 |
| TEXSTAR | LGIP | TexSTAR | 5,934,388.27 | 2,420,314.29 | (1,792,745.46) | 0.00 | 0.00 | 6,561,957.10 | 5,934,388.27 | 6,561,957.10 | 627,568.83 |
| 46640QG62 | CP - DISC | J.P.Morgan Sec 0.000 07/06/18 | 2,499,270.83 | 0.00 | (2,500,000.00) | 729.17 | 0.00 | 0.00 | 2,499,052.50 | 0.00 | (2,499,052.50) |
| 912828XK1 | TREAS NOTE | U.S. Treasury 0.875 07/15/18 | 1,999,823.30 | 0.00 | (2,000,000.00) | 176.70 | 0.00 | 0.00 | 1,999,338.00 | 0.00 | (1,999,338.00) |
| 912828K82 | TREAS NOTE | U.S. Treasury 1.000 08/15/18 | 2,498,782.28 | 0.00 | (2,500,000.00) | 1,217.72 | 0.00 | 0.00 | 2,497,340.00 | 0.00 | (2,497,340.00) |
| 912828RE2 | TREAS NOTE | U.S. Treasury 1.500 08/31/18 | 4,999,322.35 | 0.00 | (5,000,000.00) | 677.65 | 0.00 | 0.00 | 4,996,600.00 | 0.00 | (4,996,600.00) |
| 48306BJ63 | CP - DISC | Kaiser Foundation Hospital 0.000 09/06/18 | 1,991,252.78 | 0.00 | (2,000,000.00) | 8,747.22 | 0.00 | 0.00 | 1,991,034.00 | 0.00 | (1,991,034.00) |
| 78009BJ78 | CP - DISC | Royal Bank of Canada 0.000 09/07/18 | 2,489,800.00 | 0.00 | (2,500,000.00) | 10,200.00 | 0.00 | 0.00 | 2,489,697.50 | 0.00 | (2,489,697.50) |
| 313375K48 | AGCY BULET | FHLB 2.000 09/14/18 | 3,005,008.41 | 0.00 | (3,000,000.00) | (5,008.41) | 0.00 | 0.00 | 2,999,367.00 | 0.00 | (2,999,367.00) |
| 912828L81 | TREAS NOTE | U.S. Treasury 0.875 10/15/18 | 2,495,833.78 | 0.00 | 0.00 | 3,615.97 | 0.00 | 2,499,449.75 | 2,491,950.00 | 2,498,900.00 | 6,950.00 |
| 36164KKS9 | CP - DISC | GE Capital Treasury 0.000 10/26/18 | 4,967,825.00 | 0.00 | 0.00 | 25,300.00 | 0.00 | 4,993,125.00 | 4,961,705.00 | 4,991,350.00 | 29,645.00 |
| 89233HL28 | CP - DISC | Toyota Mtr Cr 0.000 11/02/18 | 3,972,306.68 | 0.00 | 0.00 | 20,546.64 | 0.00 | 3,992,853.32 | 3,967,436.00 | 3,991,480.00 | 24,044.00 |
| 912828M64 | TREAS NOTE | U.S. Treasury 1.250 11/15/18 | 4,990,154.30 | 0.00 | 0.00 | 6,611.70 | 0.00 | 4,996,766.00 | 4,985,545.00 | 4,994,750.00 | 9,205.00 |
| 912828N22 | TREAS NOTE | U.S. Treasury 1.250 12/15/18 | 3,988,891.36 | 0.00 | 0.00 | 6,119.72 | 0.00 | 3,995,011.08 | 3,984,376.00 | 3,992,280.00 | 7,904.00 |
| 46640QNJ6 | CP - DISC | J.P.Morgan Sec 0.000 01/18/19 | 1,478,727.50 | 0.00 | 0.00 | 9,736.66 | 0.00 | 1,488,464.16 | 1,478,803.50 | 1,488,825.00 | 10,021.50 |
| CD-3820-2 | CD | Green Bk CD 1.000 01/29/19 | 5,000,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5,000,000.00 | 5,000,000.00 | 5,000,000.00 | 0.00 |
| 3135G0J53 | AGCY BULET | FNMA 1.000 02/26/19 | 2,978,108.97 | 0.00 | 0.00 | 8,358.66 | 0.00 | 2,986,467.63 | 2,975,562.00 | 2,984,160.00 | 8,598.00 |
| 3130AAXX1 | AGCY BULET | FHLB 1.375 03/18/19 | 4,974,106.05 | 0.00 | 0.00 | 9,015.10 | 0.00 | 4,983,121.15 | 4,967,910.00 | 4,977,200.00 | 9,290.00 |
| 46640QR29 | CP - DISC | J.P.Morgan Sec 0.000 04/02/19 | 0.00 | 2,451,791.67 | 0.00 | 15,166.66 | 0.00 | 2,466,958.33 | 0.00 | 2,451,950.00 | 2,451,950.00 |
| 912828Q52 | TREAS NOTE | U.S. Treasury 0.875 04/15/19 | 1,980,338.90 | 0.00 | 0.00 | 6,216.80 | 0.00 | 1,986,555.70 | 1,977,968.00 | 1,983,600.00 | 5,632.00 |
| 3130ABF92 | AGCY BULET | FHLB 1.375 05/28/19 | 3,970,091.36 | 0.00 | 0.00 | 8,181.92 | 0.00 | 3,978,273.28 | 3,964,516.00 | 3,970,600.00 | 6,084.00 |
| 313379EE5 | AGCY BULET | FHLB 1.625 06/14/19 | 4,965,466.00 | 0.00 | 0.00 | 9,005.55 | 0.00 | 4,974,471.55 | 4,963,710.00 | 4,968,600.00 | 4,890.00 |
| CD-8603 | CD | East West Bk CD 0.950 07/28/19 | 5,092,327.20 | 12,208.14 | 0.00 | 0.00 | 0.00 | 5,104,535.34 | 5,092,327.20 | 5,104,535.34 | 12,208.14 |
| 912828TN0 | TREAS NOTE | U.S. Treasury 1.000 08/31/19 | 4,919,318.95 | 0.00 | 0.00 | 17,252.50 | 0.00 | 4,936,571.45 | 4,918,945.00 | 4,926,350.00 | 7,405.00 |
| 912828F39 | TREAS NOTE | U.S. Treasury 1.750 09/30/19 | 0.00 | 2,479,296.88 | 0.00 | 2,355.90 | 0.00 | 2,481,652.78 | 0.00 | 2,477,725.00 | 2,477,725.00 |
| 912828T59 | TREAS NOTE | U.S. Treasury 1.000 10/15/19 | 0.00 | 2,458,593.75 | 0.00 | 2,436.38 | 0.00 | 2,461,030.13 | 0.00 | 2,457,525.00 | 2,457,525.00 |
| 3130AA3R7 | AGCY BULET | FHLB 1.375 11/15/19 | 0.00 | 3,451,490.00 | 0.00 | 3,388.35 | 0.00 | 3,454,878.35 | 0.00 | 3,449,705.00 | 3,449,705.00 |
| Total for Pooled Funds | | | 85,896,705.26 | 13,296,676.00 | (21,292,745.46) | 170,048.56 | 0.00 | 78,070,684.36 | 85,843,131.96 | 78,000,034.70 | (7,843,097.26) |
| Total for Town of Addison | | | 85,896,705.26 | 13,296,676.00 | (21,292,745.46) | 170,048.56 | 0.00 | 78,070,684.36 | 85,843,131.96 | 78,000,034.70 | (7,843,097.26) |

| CUSIP | Security Type | Security Description | Beg. Accrued | Interest Earned | Interest Rec'd / Sold / Matured | Interest Purchased | Ending Accrued | Disc Accr / Prem Amort | Net Income |
|----------------------------------|---------------|---|-------------------|-------------------|---------------------------------|--------------------|-------------------|------------------------|-------------------|
| Pooled Funds | | | | | | | | | |
| TEXPOOL | LGIP | TexPool | 0.00 | 22,981.27 | 22,981.27 | 0.00 | 0.00 | 0.00 | 22,981.27 |
| TEXSTAR | LGIP | TexSTAR | 0.00 | 27,568.83 | 27,568.83 | 0.00 | 0.00 | 0.00 | 27,568.83 |
| 46640QG62 | CP - DISC | J.P.Morgan Sec 0.000 07/06/18 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 729.17 | 729.17 |
| 912828XK1 | TREAS NOTE | U.S. Treasury 0.875 07/15/18 | 8,073.20 | 676.80 | 8,750.00 | 0.00 | 0.00 | 176.70 | 853.50 |
| 912828K82 | TREAS NOTE | U.S. Treasury 1.000 08/15/18 | 9,392.27 | 3,107.73 | 12,500.00 | 0.00 | 0.00 | 1,217.72 | 4,325.45 |
| 912828RE2 | TREAS NOTE | U.S. Treasury 1.500 08/31/18 | 25,067.93 | 12,432.07 | 37,500.00 | 0.00 | 0.00 | 677.65 | 13,109.72 |
| 48306BJ63 | CP - DISC | Kaiser Foundation Hospital 0.000 09/06/18 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 8,747.22 | 8,747.22 |
| 78009BJ78 | CP - DISC | Royal Bank of Canada 0.000 09/07/18 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 10,200.00 | 10,200.00 |
| 313375K48 | AGCY BULET | FHLB 2.000 09/14/18 | 17,833.33 | 12,166.67 | 30,000.00 | 0.00 | 0.00 | (5,008.41) | 7,158.26 |
| 912828L81 | TREAS NOTE | U.S. Treasury 0.875 10/15/18 | 4,602.12 | 5,498.63 | 0.00 | 0.00 | 10,100.75 | 3,615.97 | 9,114.60 |
| 36164KKS9 | CP - DISC | GE Capital Treasury 0.000 10/26/18 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 25,300.00 | 25,300.00 |
| 89233HL28 | CP - DISC | Toyota Mtr Cr 0.000 11/02/18 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 20,546.64 | 20,546.64 |
| 912828M64 | TREAS NOTE | U.S. Treasury 1.250 11/15/18 | 7,982.34 | 15,625.00 | 0.00 | 0.00 | 23,607.34 | 6,611.70 | 22,236.70 |
| 912828N22 | TREAS NOTE | U.S. Treasury 1.250 12/15/18 | 2,185.79 | 12,568.31 | 0.00 | 0.00 | 14,754.10 | 6,119.72 | 18,688.03 |
| 46640QNJ6 | CP - DISC | J.P.Morgan Sec 0.000 01/18/19 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 9,736.66 | 9,736.66 |
| CD-3820-2 | CD | Green Bk CD 1.000 01/29/19 | 8,630.14 | 12,602.73 | 12,465.75 | 0.00 | 8,767.12 | 0.00 | 12,602.73 |
| 3135G0J53 | AGCY BULET | FNMA 1.000 02/26/19 | 10,416.67 | 7,500.00 | 15,000.00 | 0.00 | 2,916.67 | 8,358.66 | 15,858.66 |
| 3130AAXX1 | AGCY BULET | FHLB 1.375 03/18/19 | 19,670.14 | 17,187.50 | 34,375.00 | 0.00 | 2,482.64 | 9,015.10 | 26,202.60 |
| 46640QR29 | CP - DISC | J.P.Morgan Sec 0.000 04/02/19 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 15,166.66 | 15,166.66 |
| 912828Q52 | TREAS NOTE | U.S. Treasury 0.875 04/15/19 | 3,681.69 | 4,398.91 | 0.00 | 0.00 | 8,080.60 | 6,216.80 | 10,615.71 |
| 3130ABF92 | AGCY BULET | FHLB 1.375 05/28/19 | 5,041.67 | 13,750.00 | 0.00 | 0.00 | 18,791.67 | 8,181.92 | 21,931.92 |
| 313379EE5 | AGCY BULET | FHLB 1.625 06/14/19 | 3,836.81 | 20,312.50 | 0.00 | 0.00 | 24,149.31 | 9,005.55 | 29,318.05 |
| CD-8603 | CD | East West Bk CD 0.950 07/28/19 | 132.54 | 12,208.46 | 12,208.14 | 0.00 | 132.86 | 0.00 | 12,208.46 |
| 912828TN0 | TREAS NOTE | U.S. Treasury 1.000 08/31/19 | 16,711.96 | 12,569.81 | 25,000.00 | 0.00 | 4,281.77 | 17,252.50 | 29,822.31 |
| 912828F39 | TREAS NOTE | U.S. Treasury 1.750 09/30/19 | 0.00 | 5,618.82 | 0.00 | (16,376.37) | 21,995.19 | 2,355.90 | 7,974.72 |
| 912828T59 | TREAS NOTE | U.S. Treasury 1.000 10/15/19 | 0.00 | 1,639.35 | 0.00 | (9,904.37) | 11,543.72 | 2,436.38 | 4,075.73 |
| 3130AA3R7 | AGCY BULET | FHLB 1.375 11/15/19 | 0.00 | 4,010.42 | 0.00 | (14,170.14) | 18,180.56 | 3,388.35 | 7,398.77 |
| Total for Pooled Funds | | | 143,258.60 | 224,423.81 | 238,348.99 | (40,450.88) | 169,784.30 | 170,048.56 | 394,472.37 |
| Total for Town of Addison | | | 143,258.60 | 224,423.81 | 238,348.99 | (40,450.88) | 169,784.30 | 170,048.56 | 394,472.37 |

| Trade Date | Settle Date | CUSIP | Security Type | Security Description | Coupon | Mty Date | Call Date | Par Value | Price | Principal Amount | Int Purchased / Received | Total Amount | Realized Gain / Loss | YTM | YTW |
|----------------------------|-------------|-----------|---------------|----------------------------|--------|----------|-----------|---------------|---------|------------------|--------------------------|---------------|----------------------|-------|-------|
| | | | | | | | | | | | | | | | |
| Pooled Funds | | | | | | | | | | | | | | | |
| Maturities | | | | | | | | | | | | | | | |
| 07/06/18 | 07/06/18 | 46640QG62 | CP - DISC | J.P.Morgan Sec | | 07/06/18 | | 2,500,000.00 | 100.000 | 2,500,000.00 | 0.00 | 2,500,000.00 | | 2.115 | |
| 07/15/18 | 07/15/18 | 912828XK1 | TREAS NOTE | U.S. Treasury | 0.875 | 07/15/18 | | 2,000,000.00 | 100.000 | 2,000,000.00 | 0.00 | 2,000,000.00 | | 1.105 | |
| 08/15/18 | 08/15/18 | 912828K82 | TREAS NOTE | U.S. Treasury | 1.000 | 08/15/18 | | 2,500,000.00 | 100.000 | 2,500,000.00 | 0.00 | 2,500,000.00 | | 1.395 | |
| 08/31/18 | 08/31/18 | 912828RE2 | TREAS NOTE | U.S. Treasury | 1.500 | 08/31/18 | | 5,000,000.00 | 100.000 | 5,000,000.00 | 0.00 | 5,000,000.00 | | 1.582 | |
| 09/06/18 | 09/06/18 | 48306BJ63 | CP - DISC | Kaiser Foundation Hospital | | 09/06/18 | | 2,000,000.00 | 100.000 | 2,000,000.00 | 0.00 | 2,000,000.00 | | 2.373 | |
| 09/07/18 | 09/07/18 | 78009BJ78 | CP - DISC | Royal Bank of Canada | | 09/07/18 | | 2,500,000.00 | 100.000 | 2,500,000.00 | 0.00 | 2,500,000.00 | | 2.184 | |
| 09/14/18 | 09/14/18 | 313375K48 | AGCY BULET | FHLB | 2.000 | 09/14/18 | | 3,000,000.00 | 100.000 | 3,000,000.00 | 0.00 | 3,000,000.00 | | 1.172 | |
| Total for: Maturities | | | | | | | | 19,500,000.00 | | 19,500,000.00 | 0.00 | 19,500,000.00 | | 1.673 | |
| Purchases | | | | | | | | | | | | | | | |
| 07/06/18 | 07/09/18 | 46640QR29 | CP - DISC | J.P.Morgan Sec | | 04/02/19 | | 2,500,000.00 | 98.072 | 2,451,791.67 | 0.00 | 2,451,791.67 | | 2.651 | 2.651 |
| 08/14/18 | 08/15/18 | 912828F39 | TREAS NOTE | U.S. Treasury | 1.750 | 09/30/19 | | 2,500,000.00 | 99.172 | 2,479,296.88 | 16,376.37 | 2,495,673.25 | | 2.500 | 2.500 |
| 08/30/18 | 08/31/18 | 3130AA3R7 | AGCY BULET | FHLB | 1.375 | 11/15/19 | | 3,500,000.00 | 98.614 | 3,451,490.00 | 14,170.14 | 3,465,660.14 | | 2.549 | 2.549 |
| 09/05/18 | 09/07/18 | 912828T59 | TREAS NOTE | U.S. Treasury | 1.000 | 10/15/19 | | 2,500,000.00 | 98.344 | 2,458,593.75 | 9,904.37 | 2,468,498.12 | | 2.531 | 2.531 |
| Total for: Purchases | | | | | | | | 11,000,000.00 | | 10,841,172.30 | 40,450.88 | 10,881,623.18 | | 2.557 | 2.557 |
| Income Payments | | | | | | | | | | | | | | | |
| 07/16/18 | 07/15/18 | 912828XK1 | TREAS NOTE | U.S. Treasury | 0.875 | 07/15/18 | | | | 0.00 | 8,750.00 | 8,750.00 | | | |
| 08/01/18 | 07/29/18 | CD-3820-2 | CD | Green Bk CD | 1.000 | 01/29/19 | | | | 0.00 | 12,465.75 | 12,465.75 | | | |
| 08/15/18 | 08/15/18 | 912828K82 | TREAS NOTE | U.S. Treasury | 1.000 | 08/15/18 | | | | 0.00 | 12,500.00 | 12,500.00 | | | |
| 08/27/18 | 08/26/18 | 3135G0J53 | AGCY BULET | FNMA | 1.000 | 02/26/19 | | | | 0.00 | 15,000.00 | 15,000.00 | | | |
| 08/31/18 | 08/31/18 | 912828RE2 | TREAS NOTE | U.S. Treasury | 1.500 | 08/31/18 | | | | 0.00 | 37,500.00 | 37,500.00 | | | |
| 08/31/18 | 08/31/18 | 912828TN0 | TREAS NOTE | U.S. Treasury | 1.000 | 08/31/19 | | | | 0.00 | 25,000.00 | 25,000.00 | | | |
| 09/14/18 | 09/14/18 | 313375K48 | AGCY BULET | FHLB | 2.000 | 09/14/18 | | | | 0.00 | 30,000.00 | 30,000.00 | | | |
| 09/18/18 | 09/18/18 | 3130AAXX1 | AGCY BULET | FHLB | 1.375 | 03/18/19 | | | | 0.00 | 34,375.00 | 34,375.00 | | | |
| 09/30/18 | 09/30/18 | CD-8603 | CD | East West Bk CD | 0.950 | 07/28/19 | | | | 0.00 | 12,208.14 | 12,208.14 | | | |
| Total for: Income Payments | | | | | | | | | | 0.00 | 187,798.89 | 187,798.89 | | | |
| Capitalized Interest | | | | | | | | | | | | | | | |
| 09/30/18 | 09/30/18 | CD-8603 | CD | East West Bk CD | 0.950 | 07/28/19 | | 12,208.14 | 100.000 | 12,208.14 | 0.00 | 12,208.14 | | | |

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

Total for All Portfolios

| Transaction Type | Quantity | Total Amount | Realized G/L | YTM | YTW |
|----------------------------|---------------|---------------|--------------|-------|-------|
| Total Maturities | 19,500,000.00 | 19,500,000.00 | | 1.673 | |
| Total Purchases | 11,000,000.00 | 10,881,623.18 | | 2.557 | 2.557 |
| Total Income Payments | 0.00 | 187,798.89 | | | |
| Total Capitalized Interest | 12,208.14 | 12,208.14 | | | |

| CUSIP | Settle Date | Security Type | Security Description | Next Call Date | Purchase Qty | Orig Price | Original Cost | Amrt/Accr for Period | Total Amrt/Accr Since Purch | Remaining Disc / Prem | Book Value |
|----------------------------------|-------------|---------------|---|----------------|----------------------|------------|----------------------|----------------------|-----------------------------|-----------------------|----------------------|
| Pooled Funds | | | | | | | | | | | |
| 46640QG62 | 03/08/18 | CP - DISC | J.P.Morgan Sec 0.000 07/06/18 | | 0.00 | 99.300 | 0.00 | 729.17 | 0.00 | 0.00 | 0.00 |
| 912828XK1 | 04/21/17 | TREAS NOTE | U.S. Treasury 0.875 07/15/18 | | 0.00 | 99.719 | 0.00 | 176.70 | 0.00 | 0.00 | 0.00 |
| 912828K82 | 11/01/17 | TREAS NOTE | U.S. Treasury 1.000 08/15/18 | | 0.00 | 99.691 | 0.00 | 1,217.72 | 0.00 | 0.00 | 0.00 |
| 912828RE2 | 11/27/17 | TREAS NOTE | U.S. Treasury 1.500 08/31/18 | | 0.00 | 99.938 | 0.00 | 677.65 | 0.00 | 0.00 | 0.00 |
| 48306BJ63 | 04/13/18 | CP - DISC | Kaiser Foundation Hospital 0.000 09/06/18 | | 0.00 | 99.047 | 0.00 | 8,747.22 | 0.00 | 0.00 | 0.00 |
| 78009BJ78 | 03/08/18 | CP - DISC | Royal Bank of Canada 0.000 09/07/18 | | 0.00 | 98.902 | 0.00 | 10,200.00 | 0.00 | 0.00 | 0.00 |
| 313375K48 | 03/28/17 | AGCY BULET | FHLB 2.000 09/14/18 | | 0.00 | 101.196 | 0.00 | (5,008.41) | 0.00 | 0.00 | 0.00 |
| 912828L81 | 11/01/17 | TREAS NOTE | U.S. Treasury 0.875 10/15/18 | | 2,500,000.00 | 99.453 | 2,486,328.13 | 3,615.97 | 13,121.62 | 550.25 | 2,499,449.75 |
| 36164KKS9 | 01/29/18 | CP - DISC | GE Capital Treasury 0.000 10/26/18 | | 5,000,000.00 | 98.515 | 4,925,750.00 | 25,300.00 | 67,375.00 | 6,875.00 | 4,993,125.00 |
| 89233HL28 | 02/08/18 | CP - DISC | Toyota Mtr Cr 0.000 11/02/18 | | 4,000,000.00 | 98.509 | 3,940,370.00 | 20,546.64 | 52,483.32 | 7,146.68 | 3,992,853.32 |
| 912828M64 | 01/08/18 | TREAS NOTE | U.S. Treasury 1.250 11/15/18 | | 5,000,000.00 | 99.551 | 4,977,539.06 | 6,611.70 | 19,226.94 | 3,234.00 | 4,996,766.00 |
| 912828N22 | 02/08/18 | TREAS NOTE | U.S. Treasury 1.250 12/15/18 | | 4,000,000.00 | 99.484 | 3,979,375.00 | 6,119.72 | 15,636.08 | 4,988.92 | 3,995,011.08 |
| 46640QNJ6 | 04/24/18 | CP - DISC | J.P.Morgan Sec 0.000 01/18/19 | | 1,500,000.00 | 98.102 | 1,471,530.83 | 9,736.66 | 16,933.33 | 11,535.84 | 1,488,464.16 |
| CD-3820-2 | 01/30/16 | CD | Green Bk CD 1.000 01/29/19 | | 5,000,000.00 | 100.000 | 5,000,000.00 | 0.00 | 0.00 | 0.00 | 5,000,000.00 |
| 3135G0J53 | 04/13/18 | AGCY BULET | FNMA 1.000 02/26/19 | | 3,000,000.00 | 99.030 | 2,970,887.31 | 8,358.66 | 15,580.32 | 13,532.37 | 2,986,467.63 |
| 3130AAXX1 | 03/07/18 | AGCY BULET | FHLB 1.375 03/18/19 | | 5,000,000.00 | 99.254 | 4,962,700.00 | 9,015.10 | 20,421.15 | 16,878.85 | 4,983,121.15 |
| 46640QR29 | 07/09/18 | CP - DISC | J.P.Morgan Sec 0.000 04/02/19 | | 2,500,000.00 | 98.072 | 2,451,791.67 | 15,166.66 | 15,166.66 | 33,041.67 | 2,466,958.33 |
| 912828Q52 | 04/13/18 | TREAS NOTE | U.S. Treasury 0.875 04/15/19 | | 2,000,000.00 | 98.750 | 1,975,000.00 | 6,216.80 | 11,555.70 | 13,444.30 | 1,986,555.70 |
| 3130ABF92 | 04/13/18 | AGCY BULET | FHLB 1.375 05/28/19 | | 4,000,000.00 | 99.075 | 3,963,000.00 | 8,181.92 | 15,273.28 | 21,726.72 | 3,978,273.28 |
| 313379EE5 | 05/11/18 | AGCY BULET | FHLB 1.625 06/14/19 | | 5,000,000.00 | 99.209 | 4,960,450.00 | 9,005.55 | 14,021.55 | 25,528.45 | 4,974,471.55 |
| CD-8603 | 07/28/16 | CD | East West Bk CD 0.950 07/28/19 | | 5,104,535.34 | 100.000 | 5,104,535.34 | 0.00 | 0.00 | 0.00 | 5,104,535.34 |
| 912828TN0 | 06/08/18 | TREAS NOTE | U.S. Treasury 1.000 08/31/19 | | 5,000,000.00 | 98.301 | 4,915,039.06 | 17,252.50 | 21,532.39 | 63,428.55 | 4,936,571.45 |
| 912828F39 | 08/15/18 | TREAS NOTE | U.S. Treasury 1.750 09/30/19 | | 2,500,000.00 | 99.172 | 2,479,296.88 | 2,355.90 | 2,355.90 | 18,347.22 | 2,481,652.78 |
| 912828T59 | 09/07/18 | TREAS NOTE | U.S. Treasury 1.000 10/15/19 | | 2,500,000.00 | 98.344 | 2,458,593.75 | 2,436.38 | 2,436.38 | 38,969.87 | 2,461,030.13 |
| 3130AA3R7 | 08/31/18 | AGCY BULET | FHLB 1.375 11/15/19 | | 3,500,000.00 | 98.614 | 3,451,490.00 | 3,388.35 | 3,388.35 | 45,121.65 | 3,454,878.35 |
| Total for Pooled Funds | | | | | 67,104,535.34 | | 66,473,677.03 | 170,048.56 | 306,507.97 | 324,350.34 | 66,780,185.00 |
| Total for Town of Addison | | | | | 67,104,535.34 | | 66,473,677.03 | 170,048.56 | 306,507.97 | 324,350.34 | 66,780,185.00 |

| CUSIP | Security Type | Security Description | Pay Date | Interest | Principal | Total Amount |
|-------------------------------|---------------|------------------------------------|----------|-------------------|----------------------|----------------------|
| Pooled Funds | | | | | | |
| 912828L81 | TREAS NOTE | U.S. Treasury 0.875 10/15/18 | 10/15/18 | 10,937.50 | 2,500,000.00 | 2,510,937.50 |
| 912828Q52 | TREAS NOTE | U.S. Treasury 0.875 04/15/19 | 10/15/18 | 8,750.00 | 0.00 | 8,750.00 |
| 912828T59 | TREAS NOTE | U.S. Treasury 1.000 10/15/19 | 10/15/18 | 12,500.00 | 0.00 | 12,500.00 |
| 36164KKS9 | CP - DISC | GE Capital Treasury 0.000 10/26/18 | 10/26/18 | 0.00 | 5,000,000.00 | 5,000,000.00 |
| CD-3820-2 | CD | Green Bk CD 1.000 01/29/19 | 10/29/18 | 12,500.00 | 0.00 | 12,500.00 |
| 89233HL28 | CP - DISC | Toyota Mtr Cr 0.000 11/02/18 | 11/02/18 | 0.00 | 4,000,000.00 | 4,000,000.00 |
| 3130AA3R7 | AGCY BULET | FHLB 1.375 11/15/19 | 11/15/18 | 24,062.50 | 0.00 | 24,062.50 |
| 912828M64 | TREAS NOTE | U.S. Treasury 1.250 11/15/18 | 11/15/18 | 31,250.00 | 5,000,000.00 | 5,031,250.00 |
| 3130ABF92 | AGCY BULET | FHLB 1.375 05/28/19 | 11/28/18 | 27,500.00 | 0.00 | 27,500.00 |
| 313379EE5 | AGCY BULET | FHLB 1.625 06/14/19 | 12/14/18 | 40,625.00 | 0.00 | 40,625.00 |
| 912828N22 | TREAS NOTE | U.S. Treasury 1.250 12/15/18 | 12/15/18 | 25,000.00 | 4,000,000.00 | 4,025,000.00 |
| CD-8603 | CD | East West Bk CD 0.950 07/28/19 | 12/31/18 | 12,123.27 | 0.00 | 12,123.27 |
| 46640QNJ6 | CP - DISC | J.P.Morgan Sec 0.000 01/18/19 | 01/18/19 | 0.00 | 1,500,000.00 | 1,500,000.00 |
| CD-3820-2 | CD | Green Bk CD 1.000 01/29/19 | 01/29/19 | 12,500.00 | 5,000,000.00 | 5,012,500.00 |
| 3135G0J53 | AGCY BULET | FNMA 1.000 02/26/19 | 02/26/19 | 15,000.00 | 3,000,000.00 | 3,015,000.00 |
| 912828TN0 | TREAS NOTE | U.S. Treasury 1.000 08/31/19 | 02/28/19 | 25,000.00 | 0.00 | 25,000.00 |
| 3130AAXX1 | AGCY BULET | FHLB 1.375 03/18/19 | 03/18/19 | 34,375.00 | 5,000,000.00 | 5,034,375.00 |
| Total for Pooled Funds | | | | 292,123.27 | 35,000,000.00 | 35,292,123.27 |

| CUSIP | Security Type | Security Description | Pay Date | Interest | Principal | Total Amount |
|-------|---------------|----------------------|----------|----------|-----------|--------------|
|-------|---------------|----------------------|----------|----------|-----------|--------------|

Total for All Portfolios

| | | | |
|---|-----------|-------------------|----------------------|
| October 2018 | 44,687.50 | 7,500,000.00 | 7,544,687.50 |
| November 2018 | 82,812.50 | 9,000,000.00 | 9,082,812.50 |
| December 2018 | 77,748.27 | 4,000,000.00 | 4,077,748.27 |
| January 2019 | 12,500.00 | 6,500,000.00 | 6,512,500.00 |
| February 2019 | 40,000.00 | 3,000,000.00 | 3,040,000.00 |
| March 2019 | 34,375.00 | 5,000,000.00 | 5,034,375.00 |
| Total Projected Cash Flows for Town of Addison | | 292,123.27 | 35,292,123.27 |