

**TOWN OF SUNNYVALE
TOWN COUNCIL MEETING**

**May 9, 2011
7:00 PM**

**Special Meeting
6:00 PM**



**AGENDA
TOWN OF SUNNYVALE
SUNNYVALE TOWN COUNCIL
SPECIALLY CALLED MEETING
MAY 9, 2011
6:00 P.M.**

THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS WILL CONDUCT A SPECIALLY CALLED MEETING ON MAY 9, 2011 AT 6:00 P.M. IN THE COUNCIL CHAMBERS OF THE SUNNYVALE TOWN HALL LOCATED AT 127 N. COLLINS ROAD, SUNNYVALE, TEXAS UNDER V.T.C.A., GOVERNMENT CODE SECTION 551.041 AND GOVERNMENT CODE SECTION 551.071. ITEMS TO BE DISCUSSED:

- **CALL MEETING TO ORDER**

- **CONVENE INTO EXECUTIVE SESSION PURSUANT TO V.T.C.A. GOVERNMENT CODE SECTION 551.071 - LITIGATION AND 551.074 - PERSONNEL**
EXECUTIVE SESSION AGENDA:
 1. **LITIGATION - DEWS VS TOWN OF SUNNYVALE**
 2. **LITIGATION - MEETING WITH TOWN ATTORNEY FOR CONSULTATION, DISCUSSION AND TO RECEIVE ADVICE REGARDING POTENTIAL LITIGATION AND PROPOSED COMPROMISE AND SETTLEMENT AGREEMENT BETWEEN TOWN OF SUNNYVALE, DOUGLASS PROPERTIES/DEVELOPMENT, INC, STONEY CREEK PROPERTIES LLC, FORESTAR (USA) REAL ESTATE GROUP INC, AND ARCH INSURANCE COMPANY.**
 3. **PERSONNEL - TOWN SECRETARY**

- **RECONVENE INTO OPEN SESSION AND TAKE ANY ACTION NECESSARY AS A RESULT OF THE EXECUTIVE SESSION**

- **ADJOURN**

ALL LOCATIONS IDENTIFIED ARE IN THE TOWN OF SUNNYVALE UNLESS OTHERWISE INDICATED. FOR A DETAILED PROPERTY DESCRIPTION, PLEASE CONTACT THE BUILDING OFFICIAL AT TOWN HALL. ALL ITEMS ON THE AGENDA ARE FOR POSSIBLE DISCUSSION AND ACTION. PLEASE TURN OFF ALL TELEPHONES AND HANDHELD COMMUNICATION DEVICES WHILE IN ATTENDANCE AT THIS MEETING. MEMBERS OF THE PUBLIC ARE REQUESTED TO LIMIT THEIR COMMENTS, WHETHER AT THE PUBLIC FORUM OR DURING A PUBLIC HEARING, TO NO MORE THAN FIVE (5) MINUTES.

THE SUNNYVALE TOWN COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME DURING THE COURSE OF THIS MEETING TO DISCUSS ANY OF THE MATTERS LISTED ABOVE, AS AUTHORIZED BY TEXAS GOVERNMENT CODE SECTION 551.071 (CONSULTATION WITH ATTORNEY), 551.072 (DELIBERATION ABOUT REAL PROPERTY), 551.073 (DELIBERATIONS ABOUT GIFTS AND DONATIONS), 551.074 (PERSONNEL MATTERS), 551.076 (DELIBERATIONS ABOUT SECURITY DEVICES), AND 551.086 (ECONOMIC DEVELOPMENT).

THE TOWN OF SUNNYVALE IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA). REASONABLE ACCOMMODATIONS AND EQUAL ACCESS TO COMMUNICATIONS WILL BE

PROVIDED TO THOSE WHO PROVIDE NOTICE TO THE DIRECTOR OF COMMUNITY SERVICES AT 972-226-7177 AT LEAST 48 HOURS PRIOR TO THE MEETING.

I HEREBY CERTIFY THAT THE FOREGOING NOTICE WAS POSTED ON THIS THE 6TH DAY OF MAY 2011 IN THE FOLLOWING LOCATIONS

**TOWN HALL AT 127 N. COLLINS ROAD SUNNYVALE ISD 417 E. TRIPP ROAD
SUNNYVALE LIBRARY AT 402 TOWER PLACE**

KATHRYN DEWEY, TOWN SECRETARY



**AGENDA
TOWN OF SUNNYVALE
SUNNYVALE TOWN COUNCIL
REGULAR MEETING
MAY 9, 2011
7:00 P.M.**

THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS WILL CONDUCT A REGULAR MEETING ON MAY 9, 2011 AT 7:00 P.M. IN THE COUNCIL CHAMBERS OF THE SUNNYVALE TOWN HALL LOCATED AT 127 N. COLLINS ROAD, SUNNYVALE, TEXAS UNDER V.T.C.A., GOVERNMENT CODE SECTION 551.041. ITEMS TO BE DISCUSSED:

- **CALL TOWN COUNCIL MEETING TO ORDER**
- **INVOCATION**
- **PLEDGE OF ALLEGIANCE**

1. CONSENT AGENDA

(ALL ITEMS ON THE CONSENT AGENDA ARE ROUTINE ITEMS AND MAY BE APPROVED WITH ONE MOTION; SHOULD ANY MEMBER OF THE TOWN COUNCIL OR ANY INDIVIDUAL WISH TO DISCUSS ANY ITEM, SAID ITEM MAY BE REMOVED FROM THE CONSENT AGENDA BY MOTION OF THE TOWN COUNCIL)

- A. APPROVAL OF MINUTES - SPECIAL MEETING 03-28-11**
- B. APPROVAL OF MINUTES - SPECIAL MEETING 04-11-11**
- C. APPROVAL OF MINUTES - REGULAR MEETING 04-11-11**
- D. APPROVAL OF MINUTES - SPECIAL MEETING 04-18-11**
- E. APPROVAL OF MINUTES - REGULAR MEETING 04-18-11**
- F. APPROVAL OF MINUTES - SPECIAL MEETING 04-25-11**
- G. APPROVAL OF MINUTES - REGULAR MEETING 04-25-11**

• **PUBLIC FORUM**

(CITIZENS MAY SPEAK ON ANY MATTER OTHER THAN PERSONNEL MATTER OR MATTERS UNDER LITIGATION. NO TOWN COUNCIL ACTIONS OR DISCUSSION WILL BE TAKEN UNTIL SUCH MATTER IS PLACED ON THE AGENDA AND POSTED IN ACCORDANCE WITH LAW.)

• **DISCUSSION/ACTION ITEMS**

2. PRESENTATION BY JOHN R. AMES, DALLAS COUNTY TAX ASSESSOR/COLLECTOR REGARDING DALLAS COUNTY TAX OFFICE PROPERTY TAX COLLECTION

3. RESOLUTION 11-07, A RESOLUTION OF THE TOWN OF SUNNYVALE TOWN COUNCIL APPROVING AN AMENDMENT TO THE 4A DEVELOPMENT CORPORATION'S ("CORPORATION") ANNUAL BUDGET AND AUTHORIZING A CAPITAL EXPENDITURE FOR SEWER INFRASTRUCTURE IMPROVEMENTS IN THE AMOUNT OF \$615,082 FOR CONSTRUCTION OF CERTAIN SANITARY SEWER LINES ALONG THE US HIGHWAY 80 CORRIDOR.

4. RESOLUTION 11-08, A RESOLUTION OF THE TOWN OF SUNNYVALE TOWN COUNCIL APPROVING AN AMENDMENT TO THE 4A DEVELOPMENT CORPORATION'S ("CORPORATION") ANNUAL BUDGET AND AUTHORIZING A CAPITAL EXPENDITURE OF \$80,000 FOR STREET LIGHTING IMPROVEMENTS ALONG CLAY ROAD FROM SCYENE ROAD TO COLLINS ROAD.

5. RESOLUTION 11-09, A RESOLUTION OF THE TOWN OF SUNNYVALE TOWN COUNCIL APPROVING AN AMENDMENT TO THE 4A DEVELOPMENT CORPORATION'S ("CORPORATION") ANNUAL BUDGET AND AUTHORIZING A CAPITAL EXPENDITURE OF \$100,000 FOR REPAIR AND REPLACEMENT OF PORTIONS OF PLANTERS ROAD IN SUNNYVALE.

6. RESOLUTION 11-10, A RESOLUTION APPROVING SECOND AMENDMENT TO PROMISSORY NOTE AND VOLUNTARY ASSESSMENT OF CASH CONTRIBUTION IN LIEU OF AMENITY CONSTRUCTION AGREEMENT WITH SUNNYVALE DEVELOPMENT LTD.

• ADJOURN

ALL LOCATIONS IDENTIFIED ARE IN THE TOWN OF SUNNYVALE UNLESS OTHERWISE INDICATED. FOR A DETAILED PROPERTY DESCRIPTION, PLEASE CONTACT THE BUILDING OFFICIAL AT TOWN HALL. ALL ITEMS ON THE AGENDA ARE FOR POSSIBLE DISCUSSION AND ACTION. PLEASE TURN OFF ALL TELEPHONES AND HANDHELD COMMUNICATION DEVICES WHILE IN ATTENDANCE AT THIS MEETING. MEMBERS OF THE PUBLIC ARE REQUESTED TO LIMIT THEIR COMMENTS, WHETHER AT THE PUBLIC FORUM OR DURING A PUBLIC HEARING, TO NO MORE THAN FIVE (5) MINUTES.

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THE TOWN OF SUNNYVALE IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA). REASONABLE ACCOMMODATIONS AND EQUAL ACCESS TO COMMUNICATIONS WILL BE PROVIDED TO THOSE WHO PROVIDE NOTICE TO THE DIRECTOR OF COMMUNITY SERVICES AT 972-226-7177 AT LEAST 48 HOURS PRIOR TO THE MEETING.

I HEREBY CERTIFY THAT THE FOREGOING NOTICE WAS POSTED ON THIS THE 6TH DAY OF MAY 2011 IN THE FOLLOWING LOCATIONS:

**TOWN HALL AT 127 N. COLLINS ROAD SUNNYVALE ISD 417 E. TRIPP ROAD
SUNNYVALE LIBRARY AT 402 TOWER PLACE**

KATHRYN DEWEY, TOWN SECRETARY



AGENDA ITEM SUMMARY

TO: Town Council
FROM: Scott Campbell, Town Manager *SC*
RE: **ITEM 1: Consent Items**
DATE: May 4, 2011

Item A: Minutes – 3/28, 4/11, 4/18, and 4/25



**MINUTES
TOWN OF SUNNYVALE
SUNNYVALE TOWN COUNCIL
SPECIALLY CALLED MEETING
MARCH 28, 2011
6:00 P.M.**

THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS CONDUCTED A SPECIALLY CALLED MEETING ON MARCH 28, 2011 AT 6:00 P.M. IN THE COUNCIL CHAMBERS OF THE SUNNYVALE TOWN HALL LOCATED AT 127 N. COLLINS ROAD, SUNNYVALE, TEXAS UNDER V.T.C.A., GOVERNMENT CODE SECTION 551.041 AND GOVERNMENT CODE SECTION 551.071. THOSE PRESENT WERE:

MAYOR	DAVID BYRD
MAYOR PRO-TEM	KAREN HILL
COUNCILMEMBER	PAULA YATES
COUNCILMEMBER	SAJI GEORGE
COUNCILMEMBER	RONNIE HENDERSON, JR
COUNCILMEMBER	PAT WILEY

- **CALL MEETING TO ORDER**

Mayor Byrd called the meeting to order at 6:05 p.m.

- **CONVENE INTO EXECUTIVE SESSION PURSUANT TO V.T.C.A. GOVERNMENT CODE SECTION 551.071 - LITIGATION**

EXECUTIVE SESSION AGENDA:

1. **LITIGATION - DEWS VS TOWN OF SUNNYVALE**
2. **LITIGATION - VULCAN LANDS, LLC VS TOWN OF SUNNYVALE**
3. **LITIGATION - MEET WITH LEGAL COUNSEL TO DISCUSS THREATENED LITIGATION CONCERNING TOWN'S COMPLIANCE WITH ELECTION CODE**

Motion was made by Councilmember George to adjourn into executive session. Motion seconded by Councilmember Wiley. Motion carried unanimously.

Mayor Byrd adjourned into executive session at 6:06 p.m.

Mayor Byrd reconvened into regular session at 7:05 p.m. and advised that all items had not been covered and the executive session would be continued at the conclusion of the regularly scheduled town council meeting.

Mayor Byrd called the meeting to order at 8:00 p.m.

Mayor Byrd adjourned into executive session at 8:00 p.m.

Mayor Byrd reconvened back into executive regular session at 8:50 p.m.

- **RECONVENE INTO OPEN SESSION AND TAKE ANY ACTION NECESSARY AS A RESULT OF THE EXECUTIVE SESSION**

1. Motion by Councilmember Henderson to employ Terry Morgan and Associates and Goins, Underkoffler, Crawford, and Langdon to represent the Town in the legal matter pertaining to the election applications. This motion was seconded by Councilmember George and was approved unanimously.

2. Motion by Councilmember Henderson to direct the Town Manager to send a letter to each of the interested parties in the above mentioned lawsuit informing each to engage legal counsel concerning an individual response and that the Town cannot represent the individual interested parties in the matter. This motion was seconded by Councilmember George and was approved unanimously.

- **ADJOURN**

Mayor Byrd adjourned the meeting at 8:50 p.m.

The undersigned presiding officer certifies that this is a true and correct record of the proceedings.

Mayor David Byrd

ATTEST:

Kathryn Dewey, Town Secretary

A TAPE RECORDING OF THIS MEETING IS ON FILE AT TOWN HALL. THESE MINUTES ARE CONDENSED THEREFROM



**MINUTES
TOWN OF SUNNYVALE
SUNNYVALE TOWN COUNCIL
SPECIALLY CALLED MEETING
APRIL 11, 2011
6:00 P.M.**

THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS CONDUCTED A SPECIALLY CALLED MEETING ON APRIL 11, 2011 AT 6:00 P.M. IN THE COUNCIL CHAMBERS OF THE SUNNYVALE TOWN HALL LOCATED AT 127 N. COLLINS ROAD, SUNNYVALE, TEXAS UNDER V.T.C.A., GOVERNMENT CODE SECTION 551.041 AND GOVERNMENT CODE SECTION 551.071. THOSE PRESENT WERE:

MAYOR	DAVID BYRD
MAYOR PRO-TEM	KAREN HILL
COUNCILMEMBER	PAULA YATES
COUNCILMEMBER	SAJI GEORGE
COUNCILMEMBER	RONNIE HENDERSON, JR
COUNCILMEMBER	PAT WILEY

- **CALL MEETING TO ORDER**

Mayor Byrd called the meeting to order at 6:00 p.m.

- **CONVENE INTO EXECUTIVE SESSION PURSUANT TO V.T.C.A. GOVERNMENT CODE SECTION 551.071 - LITIGATION**

EXECUTIVE SESSION AGENDA:

1. **LITIGATION - DEWS VS TOWN OF SUNNYVALE**
2. **LITIGATION - VULCAN LANDS, LLC VS TOWN OF SUNNYVALE**
3. **LITIGATION - LAWRENCE EDWARD BOYD AND DALE BRIAN GRAVES
PETITION FOR WRIT OF MANDAMUS**

Motion was made by Councilmember George to adjourn into executive session. Motion seconded by Councilmember Henderson. Motion carried unanimously.

Mayor Byrd adjourned into executive session at 6:08 p.m.

Mayor Byrd reconvened into regular session at 7:25 p.m.

- **RECONVENE INTO OPEN SESSION AND TAKE ANY ACTION NECESSARY AS A RESULT OF THE EXECUTIVE SESSION**

No action taken.

- **ADJOURN**

Mayor Byrd adjourned the meeting at 7:25 p.m.

The undersigned presiding officer certifies that this is a true and correct record of the proceedings.

Mayor David Byrd

ATTEST:

Kathryn Dewey, Town Secretary



**MINUTES
TOWN OF SUNNYVALE
SUNNYVALE TOWN COUNCIL
REGULAR MEETING
APRIL 11, 2011
7:00 P.M.**

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MAYOR	DAVID BYRD
MAYOR PRO-TEM	KAREN HILL
COUNCILMEMBER	PAULA YATES
COUNCILMEMBER	SAJI GEORGE
COUNCILMEMBER	RONNIE HENDERSON, JR
COUNCILMEMBER	PAT WILEY

• **CALL MEETING TO ORDER**

Mayor Byrd called the meeting to order at 7:25 p.m.

• **INVOCATION**

Councilmember Hill gave the invocation.

• **PLEDGE OF ALLEGIANCE**

Mayor Byrd led the pledge of allegiance.

1. CONSENT AGENDA

(ALL ITEMS ON THE CONSENT AGENDA ARE ROUTINE ITEMS AND MAY BE APPROVED WITH ONE MOTION; SHOULD ANY MEMBER OF THE TOWN COUNCIL OR ANY INDIVIDUAL WISH TO DISCUSS ANY ITEM, SAID ITEM MAY BE REMOVED FROM THE CONSENT AGENDA BY MOTION OF THE TOWN COUNCIL)

A. APPROVAL OF MINUTES - SPECIAL MEETING 03-28-11

B. APPROVAL OF MINUTES - REGULAR MEETING 03-28-11

Motion was made by Councilmember Henderson to approve the regular meeting minutes from 03-28-11 with correction. Motion seconded by Councilmember Wiley. Motion carried unanimously.

Councilmember Henderson asked for corrections to the special meeting minutes from 03-28-11. Mayor Byrd advised the minutes would be placed on a future agenda for approval.

• **PUBLIC FORUM**

(CITIZENS MAY SPEAK ON ANY MATTER OTHER THAN PERSONNEL MATTER OR MATTERS UNDER LITIGATION. NO TOWN COUNCIL ACTIONS OR DISCUSSION WILL BE TAKEN UNTIL SUCH MATTER IS PLACED ON THE AGENDA AND POSTED IN ACCORDANCE WITH LAW.)

Public Comments:

1) **Mike Sage**, 137 Rebecca Rd, spoke concerned about warning sirens.

No other public comments.

• **DISCUSSION/ACTION ITEMS**

2. ORDINANCE 529, AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS AMENDING CHAPTER FOUR, *BUSINESS REGULATIONS*, OF THE TOWN OF SUNNYVALE CODE OF ORDINANCES BY ADDING ARTICLE 4.300, *FILM PRODUCTION GUIDELINES*, ESTABLISHING GUIDELINES AND PROCEDURES FOR FILMING WITHIN THE TOWN LIMITS OF THE TOWN OF SUNNYVALE AND ESTABLISHING AN EFFECTIVE DATE

Mayor Byrd read Item 2 into the record. Scott Campbell, Town Manager, stated the ordinance was presented for consideration based on the presentation and discussion at the last council meeting. He said formal adoption of the guidelines was a prerequisite for certification by the Texas Film Commission as a "Film Friendly" community.

Motion made by Councilmember Hill to approve Ordinance 529 as presented. Motion seconded by Councilmember George. Motion carried unanimously.

3. ORDINANCE 530, CONSIDER ALL MATTERS INCIDENT AND RELATED TO THE ISSUANCE AND SALE OF "TOWN OF SUNNYVALE, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2011", INCLUDING THE ADOPTION OF ORDINANCE 530, AN ORDINANCE AUTHORIZING THE ISSUANCE OF SUCH CERTIFICATES OF OBLIGATION.

Mayor Byrd read Item 3 into the record. Mr. Campbell explained ordinance 530 was required to sell debt for the water tower project. He explained the amount would not exceed \$3,100,000 as previously discussed.

Eric Macha, First Southwest, gave a packet of sale information to the town council. He explained the documents presented to investors, sale price, interest, debt schedule, and call dates available.

Motion made by Councilmember Hill to approve Ordinance 530 as presented. Motion seconded by Councilmember Yates. Motion carried unanimously.

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Town Council Meeting
April 11, 2011
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• **ADJOURN**

Mayor Byrd adjourned the meeting at 7:47 p.m.

The undersigned presiding officer certifies that this is a true and correct record of the proceedings.

Mayor David Byrd

ATTEST:

Kathryn Dewey, Town Secretary



**MINUTES
TOWN OF SUNNYVALE
SUNNYVALE TOWN COUNCIL
SPECIALLY CALLED MEETING
APRIL 18, 2011
6:00 P.M.**

THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS CONDUCTED A SPECIALLY CALLED MEETING ON APRIL 18, 2011 AT 6:00 P.M. IN THE COUNCIL CHAMBERS OF THE SUNNYVALE TOWN HALL LOCATED AT 127 N. COLLINS ROAD, SUNNYVALE, TEXAS UNDER V.T.C.A., GOVERNMENT CODE SECTION 551.041 AND GOVERNMENT CODE SECTION 551.071. THOSE PRESENT WERE:

	MAYOR	DAVID BYRD
	MAYOR PRO-TEM	KAREN HILL
	COUNCILMEMBER	PAULA YATES
ABSENT	COUNCILMEMBER	SAJI GEORGE
	COUNCILMEMBER	RONNIE HENDERSON, JR
	COUNCILMEMBER	PAT WILEY

- **CALL MEETING TO ORDER**

Mayor Byrd called the meeting to order at 6:11 p.m.

- **CONVENE INTO EXECUTIVE SESSION PURSUANT TO V.T.C.A. GOVERNMENT CODE SECTION 551.071 - LITIGATION**

EXECUTIVE SESSION AGENDA:

1. LITIGATION - DEWS VS TOWN OF SUNNYVALE
2. LITIGATION - VULCAN LANDS, LLC VS TOWN OF SUNNYVALE
3. LITIGATION - LAWRENCE EDWARD BOYD AND DALE BRIAN GRAVES
PETITION FOR WRIT OF MANDAMUS

Mayor Byrd adjourned into executive session at 6:11 p.m.

Mayor Byrd reconvened into regular session at 6:44 p.m.

- **RECONVENE INTO OPEN SESSION AND TAKE ANY ACTION NECESSARY AS A RESULT OF THE EXECUTIVE SESSION**

No action taken.

- **ADJOURN**

Mayor Byrd adjourned the meeting at 6:45 p.m.

The undersigned presiding officer certifies that this is a true and correct record of the proceedings.

Mayor David Byrd

ATTEST:

Kathryn Dewey, Town Secretary

A TAPE RECORDING OF THIS MEETING IS ON FILE AT TOWN HALL. THESE MINUTES ARE CONDENSED THEREFROM



**MINUTES
TOWN OF SUNNYVALE
SUNNYVALE TOWN COUNCIL
SPECIALLY CALLED MEETING
APRIL 18, 2011
7:00 P.M.**

THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS CONDUCTED A JOINT PUBLIC HEARING AND MEETING WITH THE PLANNING AND ZONING COMMISSION ON APRIL 18, 2011 AT 7:00 P.M. IN THE COUNCIL CHAMBERS OF THE SUNNYVALE TOWN HALL LOCATED AT 127 N. COLLINS ROAD, SUNNYVALE, TEXAS UNDER V.T.C.A., GOVERNMENT CODE SECTION 551.041. THOSE PRESENT WERE:

TOWN COUNCIL MEMBERS:

	MAYOR	DAVID BYRD
	MAYOR PRO-TEM	KAREN HILL
	COUNCILMEMBER	PAULA YATES
	COUNCILMEMBER	SAJI GEORGE
	COUNCILMEMBER	RONNIE HENDERSON, JR
ABSENT	COUNCILMEMBER	PAT WILEY

PLANNING AND ZONING COMMISSION MEMBERS:

	CHAIRPERSON	MARK EGAN
	CO-CHAIRPERSON	RICKEY HOFFMAN
	MEMBER	PERRY GRAHAM
	MEMBER	CHARLES LOCKHART
	MEMBER	CHRIS MCNEILL
	MEMBER	DIANE TURNER
	MEMBER	JACK KIRKLAND
ABSENT	ALTERNATE MEMBER	JOS JOSEPH
	ALTERNATE MEMBER	KEN WILSON

• **CALL MEETING TO ORDER**

Mayor Byrd called the specially called town council meeting to order at 7:00 p.m.

Chairperson Egan called the planning and zoning commission meeting to order at 7:00 p.m.

• **INVOCATION**

Councilmember Hill gave the invocation.

• **PLEDGE OF ALLEGIANCE**

Mayor Byrd led the pledge of allegiance.

ITEM 1: CONVENE JOINT PUBLIC HEARING OF TOWN COUNCIL REGARDING THE FOLLOWING ITEMS:

- A. REQUEST BY VCZ DEVELOPMENT LLC FOR AMENDMENT TO LAND USE DIAGRAM OF COMPREHENSIVE PLAN FROM INDUSTRIAL AND COMMERCIAL LAND USE CATEGORIES TO URBAN DENSITY RESIDENTIAL LAND USE CATEGORY.**
- B. REQUEST BY VCZ DEVELOPMENT LLC FOR AMENDMENT OF OFFICIAL ZONING MAP FROM INDUSTRIAL AND HIGHWAY COMMERCIAL ZONING DISTRICTS TO ATTACHED HOUSING COMMERCIAL DISTRICT, APPROVAL OF CONCEPT PLAN FOR DISTRICT, APPROVAL OF WAIVERS AND INCENTIVES AND INCLUSION OF DEVELOPMENT STANDARDS FOR DISTRICT.**

Mayor Byrd read Items A and B into the record.

Terry Morgan, Town Attorney, advised this was the first application the town had received for AHC zoning. He said the district was created in 2007 as a response to the settlement stipulation in the Dews case. The stipulation required the town to provide target units with target rents. Under the AHC zoning target units and target rents were required. Mr. Morgan explained target units were affordable housing units with at or below the target rents. The VCZ application presented a complete and concrete proposal to develop the target units in contrast with another application and proposal filed by ICP, the plaintiff in the Dews case. That proposal was incomplete as a zoning submittal and it was not considered at a joint public hearing.

The district has very special features to it in order to realize the affordable housing objectives. One of those features is that the developer can ask, as part of the submittal, to waive performance standards that are contained in the district regulations and in fact, VCZ had done so. Developers can also request financial incentives because AHC is an affordable housing district. Those incentives must be considered by the town as part of the application. Mr. Morgan said the applicant would explain those requests during this meeting. Any proposal for the target units required a grant of tax credits from the Texas Department of Housing and Community Affairs. Also, there was potentially a time between the approval of the district and the time a tax credit application could be made. He stated that would be the case with VCZs application. Mr. Morgan explained the items required for the ordinance and the security of guaranteed participation agreement. Under the agreement, the developer will make application for tax credit in order to realize the development and the town will either offer incentives or grant waivers and establish a relationship with the developer until the units are developed. Mr. Morgan said these items apply to any AHC district application and that all of them are present in this particular application.

Sherry Sefko, Town Planner, said during the course of her review, the concept plan materials submitted with the application to be very compliant with the AHC district as currently established on the town's books. She explained the proposal was for 96 multi-sized units in a maximum of 2-story construction.

The concept plan complied with AHC regulations. The applicant had also included a great deal of amenities for leisure opportunities such as a network of walking and jogging trails, barbeque/picnic areas and play areas, etc. For open space, the developer was attempting to purchase an area that well exceeded the town's minimum of 15% of usable open space. She said there would be quite a bit of area on the site for recreation and leisure. She stated she believed all aspects on the concept plan were in compliance with the AHC district and had no issues with approval subject to some waivers to include 2-hour fire walls in the sprinkled buildings, solid waste container screening constructed from treated wood, masonry exterior for alternative cemetitious siding and relief from covered parking in lieu of other amenities.

Mrs. Sefko stated a question had arisen regarding security fencing and gates. Upon further analysis of the AHC district, she did not feel that particular aspect applied to a development of this sort due to the town home construction of the units as reflected in the definition of town house as given in the town's zoning district. The units for consideration are single-family attached units, joined side by side with no stacking and limited to 4 units in a building. The south side of the property was fully screened with a very tall fence adjacent to a property user on the south side. The north side had some fencing next to the town's water facility. The backside of the property is abutted Samuell Farm Park. Mrs. Sefko said the development was good with the fencing and no additional requirements applied. Developer asked to be allowed to do a general survey of trees and keep the existing tree lines as much as possible with the approval of the town.

Paul Holden, representing VCZ Development LLC, gave a presentation of the 96 unit town home project showing the location of the site. The town homes consisted of 1-bedroom, 2-bedroom and 3-bedroom offerings with leisure amenities including playgrounds, park area, a swimming pool, clubhouse, and ball fields. Two parking spaces were planned for each unit. Mr. Holden spoke concerning saving as many existing trees as possible on the site. He gave a history of the VCZ Development company portfolio. He said the bulk of their business was in housing communities. Mr. Holden explained grants being requested. He said they were asking for building permits, meter fees, impact fees, a development loan and housing tax credit incentives.

Mayor Byrd opened the public hearings.

Public Comments:

- 1) **Dale Graves**, 202 Suntime, spoke opposed due to two locations in Sunnyvale.
- 2) **Steve Pettit**, 360 S. Larkin, spoke opposed without more information.
- 3) **Cindy Bornowski**, 106 Big Bend Circle, suggested having the 4B Corporation help with the project.
- 4) **Jerry Wheeler**, 129 East Fork Rd, spoke opposed.
- 5) **Trevor Bert**, 287 Duxbury, spoke opposed.

ITEM 2: CLOSE OR CONTINUE PUBLIC HEARING

Motion was made by Member Hoffman to continue the public hearing until April 25, 2011. Motion seconded by Member Graham. Motion approved by the planning and zoning commission unanimously.

Motion was made by Councilmember Henderson to continue the public hearing until April 25, 2011.

Motion seconded by Councilmember Hill. Motion approved by the town council unanimously.

ITEM 3: RECESS TOWN COUNCIL MEETING (AS NECESSARY)

No action.

ITEM 4: RECONVENE TOWN COUNCIL MEETING AND CONSIDER REPORT FROM PLANNING AND ZONING COMMISSION REGARDING (ITEM A), AMENDMENT TO LAND USE DIAGRAM OF COMPREHENSIVE PLAN; AND (ITEM B) OFFICIAL ZONING MAP AMENDMENT, APPROVAL OF CONCEPT PLAN, WAIVERS AND INCENTIVES, AND INCORPORATION OF DEVELOPMENT STANDARDS.

No action.

ITEM 5: CONSIDER ORDINANCE AMENDING LAND USE DIAGRAM OF COMPREHENSIVE PLAN (ITEM A) AND (ITEM B) OFFICIAL ZONING MAP AMENDMENT, APPROVING CONCEPT PLAN, WAIVERS AND INCENTIVES, AND INCORPORATING DEVELOPMENT STANDARDS.

No action.

• **ADJOURN**

Chairperson Egan adjourned the planning and zoning commission at 8:08 p.m.

Mayor Byrd adjourned the town council meeting at 8:08 p.m.

The undersigned presiding officer certifies that this is a true and correct record of the proceedings.

Mayor David Byrd

Chairperson Mark Egan

ATTEST:

Kathryn Dewey, Town Secretary

A TAPE RECORDING OF THIS MEETING IS ON FILE AT TOWN HALL. THESE MINUTES ARE CONDENSED THEREFROM



**MINUTES
TOWN OF SUNNYVALE
SUNNYVALE TOWN COUNCIL
SPECIALLY CALLED MEETING
APRIL 25, 2011
6:00 P.M.**

THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS CONDUCTED A SPECIALLY CALLED MEETING ON APRIL 25, 2011 AT 6:00 P.M. IN THE COUNCIL CHAMBERS OF THE SUNNYVALE TOWN HALL LOCATED AT 127 N. COLLINS ROAD, SUNNYVALE, TEXAS UNDER V.T.C.A., GOVERNMENT CODE SECTION 551.041 AND GOVERNMENT CODE SECTION 551.071. THOSE PRESENT WERE:

	MAYOR	DAVID BYRD
	MAYOR PRO-TEM	KAREN HILL
	COUNCILMEMBER	PAULA YATES
	COUNCILMEMBER	SAJI GEORGE
	COUNCILMEMBER	RONNIE HENDERSON, JR
ABSENT	COUNCILMEMBER	PAT WILEY

- **CALL MEETING TO ORDER**

Mayor Byrd called the meeting to order at 6:07 p.m. He announced Councilmember Wiley absent.

- **CONVENE INTO EXECUTIVE SESSION PURSUANT TO V.T.C.A. GOVERNMENT CODE SECTION 551.071 - LITIGATION**

EXECUTIVE SESSION AGENDA:

1. LITIGATION - DEWS VS TOWN OF SUNNYVALE
2. LITIGATION - VULCAN LANDS, LLC VS TOWN OF SUNNYVALE

Motion was made by Councilmember George to adjourn into executive session. Motion seconded by Councilmember Hill. Motion carried unanimously.

Mayor Byrd adjourned into executive session at 6:08 p.m.
Mayor Byrd reconvened into regular session at 6:57 p.m.

- **RECONVENE INTO OPEN SESSION AND TAKE ANY ACTION NECESSARY AS A RESULT OF THE EXECUTIVE SESSION**

No action taken.

- **ADJOURN**

Mayor Byrd adjourned the meeting at 6:57 p.m.

The undersigned presiding officer certifies that this is a true and correct record of the proceedings.

Mayor David Byrd

ATTEST:

Kathryn Dewey, Town Secretary

A TAPE RECORDING OF THIS MEETING IS ON FILE AT TOWN HALL. THESE MINUTES ARE CONDENSED THEREFROM



**MINUTES
TOWN OF SUNNYVALE
SUNNYVALE TOWN COUNCIL
REGULAR MEETING
APRIL 25, 2011
7:00 P.M.**

THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS CONDUCTED A JOINT PUBLIC HEARING AND MEETING WITH THE PLANNING AND ZONING COMMISSION ON APRIL 25, 2011 AT 7:00 P.M. IN THE COUNCIL CHAMBERS OF THE SUNNYVALE TOWN HALL LOCATED AT 127 N. COLLINS ROAD, SUNNYVALE, TEXAS UNDER V.T.C.A., GOVERNMENT CODE SECTION 551.041. THOSE PRESENT WERE:

TOWN COUNCIL MEMBERS:

	MAYOR	DAVID BYRD
	MAYOR PRO-TEM	KAREN HILL
	COUNCILMEMBER	PAULA YATES
	COUNCILMEMBER	SAJI GEORGE
	COUNCILMEMBER	RONNIE HENDERSON, JR
ABSENT	COUNCILMEMBER	PAT WILEY

PLANNING AND ZONING COMMISSION MEMBERS:

	CHAIRPERSON	MARK EGAN
	CO-CHAIRPERSON	RICKEY HOFFMAN
	MEMBER	PERRY GRAHAM
	MEMBER	CHARLES LOCKHART
	MEMBER	CHRIS MCNEILL
	MEMBER	DIANE TURNER
	MEMBER	JACK KIRKLAND
	ALTERNATE MEMBER	JOS JOSEPH
ABSENT	ALTERNATE MEMBER	KEN WILSON

• CALL MEETING TO ORDER

Mayor Byrd called the town council meeting to order at 7:05 p.m.

Chairperson Egan called the planning and zoning commission to order at 7:05 p.m.

• INVOCATION

Councilmember George gave the invocation.

• PLEDGE OF ALLEGIANCE

Mayor Byrd led the pledge of allegiance.

ITEM 1: CONSIDERATION OF RESOLUTION NO. 11-07: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS AUTHORIZING THE MAYOR OR HIS DESIGNEE TO PROVIDE WRITTEN CONSENT FOR THE ASSIGNMENT OF THE TAX ABATEMENT AGREEMENT BETWEEN THE TOWN OF SUNNYVALE AND CP SUNNYVALE PROPERTY, LTD TO SABRA HEALTH CARE REIT, INC.

Mayor Byrd read Item 1 into the record. Attorney, Walt McCool explained the abatement agreement with CP Sunnyvale Property, Ltd. was assignable to Sabra Health Care Reit, Inc. with the Town's consent. He stated there had been a change in property ownership.

Motion was made by Councilmember Henderson to approve Resolution 11-07 as presented. Motion seconded by Councilmember Hill. Motion carried unanimously.

ITEM 2: CONTINUATION OF JOINT PUBLIC HEARING OF TOWN COUNCIL REGARDING THE FOLLOWING ITEMS:

A. REQUEST BY VCZ DEVELOPMENT LLC FOR AMENDMENT TO LAND USE DIAGRAM OF COMPREHENSIVE PLAN FROM INDUSTRIAL AND COMMERCIAL LAND USE CATEGORIES TO URBAN DENSITY RESIDENTIAL LAND USE CATEGORY.

B. REQUEST BY VCZ DEVELOPMENT LLC FOR AMENDMENT OF OFFICIAL ZONING MAP FROM INDUSTRIAL AND HIGHWAY COMMERCIAL ZONING DISTRICTS TO ATTACHED HOUSING COMMERCIAL DISTRICT, APPROVAL OF CONCEPT PLAN FOR DISTRICT, APPROVAL OF WAIVERS AND INCENTIVES AND INCLUSION OF DEVELOPMENT STANDARDS FOR DISTRICT.

Mayor Byrd reopened the public hearing continued by the town council at the previous meeting. Chairperson Egan reopened the public hearing continued by the planning and zoning commission from the previous meeting.

Terry Morgan, Town Attorney, explained the ordinance under consideration once the public hearings were closed on the 17.25 acre tract submitted by VCZ Development LLC. Mr. Morgan answered questions raised at the previous meeting.

He said the developer had requested:

- 1) Relief on development regulations
- 2) Waiver of impact fees currently calculated at approximately \$150,000-\$160,000.
- 3) Waiver of water tap fees and meters calculated at approximately \$10,000-\$11,000.
- 4) Waiver of building permits fees calculated at approximately \$30,000-\$40,000.
- 5) Construction loan for \$180,000 payable over 5 years at applicable federal interest rate
- 6) Grant of approximately \$60,000 if developer is unsuccessful obtaining tax credits.

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Public Comments:

1) **Bill Metzger**, 414 Rancho, spoke in favor.

ITEM 3: CLOSE OR CONTINUE PUBLIC HEARING

Mayor Byrd closed the public hearing for the town council at 7:25 p.m.
Chairperson Egan closed the public hearing for the planning and zoning commission at 7:25 p.m.

ITEM 4: RECESS TOWN COUNCIL MEETING (AS NECESSARY)

Mayor Byrd recessed the town council meeting at 7:25 p.m.

ITEM 5: RECONVENE TOWN COUNCIL MEETING AND CONSIDER REPORT FROM PLANNING AND ZONING COMMISSION REGARDING (ITEM A), AMENDMENT TO LAND USE DIAGRAM OF COMPREHENSIVE PLAN; AND (ITEM B) OFFICIAL ZONING MAP AMENDMENT, APPROVAL OF CONCEPT PLAN, WAIVERS AND INCENTIVES, AND INCORPORATION OF DEVELOPMENT STANDARDS.

Mayor Byrd reconvened the town council meeting at 7:27 p.m.
Chairperson Egan gave a report and recommendation of approval as presented from the planning and zoning commission.

ITEM 6: CONSIDER ORDINANCE NO. 531: AN ORDINANCE AMENDING ZONING ORDINANCE NO. 324, DULY PASSED BY THE TOWN COUNCIL ON JANUARY 31, 2000; AS AMENDED BY ORDINANCE NOS. 324, 332, 338, AND 339; AND AS AMENDED FROM TIME TO TIME; SO AS TO CHANGE THE TOWN'S COMPREHENSIVE PLAN AND LAND USE DIAGRAM FROM COMMERCIAL (C) AND INDUSTRIAL (I) TO URBAN DENSITY RESIDENTIAL (UDR) AND THE TOWN'S OFFICIAL ZONING MAP FROM HIGHWAY COMMERCIAL (HC) AND INDUSTRIAL (I) TO ATTACHED HOUSING COMMERCIAL (AHC), APPROVING AND INCORPORATING A CONCEPT PLAN, DEVELOPMENT STANDARDS AND CONDITIONS ON A PORTION OF THAT CERTAIN PROPERTY LYING WITHIN THE TRINITY COHWELL SURVEY, ABSTRACT NO 335, CONSISTING OF 17.25 ACRES MORE OR LESS, IN THE TOWN OF SUNNYVALE, DALLAS COUNTY, TEXAS AND LOCATED GENERALLY ON THE WEST SIDE OF PLANTERS ROAD, APPROXIMATELY 1,000 FEET SOUTH OF U.S. HIGHWAY 80, OWNED BY RKS TEXAS INVESTMENTS, LP, AS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS HEREIN; PROVIDING FOR INCENTIVES AND FOR A GUARANTY AND SECURED PARTICIPATION AGREEMENT; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion was made by Councilmember George to approve Ordinance 531 as presented with the following changes: In section 7 of the ordinance, paragraph 2, solid wood containers shall be screened with minimum 6 ft tall treated wood fencing enclosures; addition is made to add treated wood fencing or cementitious fiber board enclosures. In section 8, change the second item #3 to be item #4 and change item #4 to reflect that it is now the new item #5. In the new item #4, the town shall grant the developer a

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temporary development and construction loan not to exceed \$180,000 for a term not to exceed 5 years with interest at the current applicable federal rate. Motion seconded by Councilmember Hill. Motion carried unanimously.

• **ADJOURN**

Mayor Byrd adjourned the meeting at 7:40 p.m.

The undersigned presiding officer certifies that this is a true and correct record of the proceedings.

Mayor David Byrd

Chairperson Mark Egan

ATTEST:

Kathryn Dewey, Town Secretary

A TAPE RECORDING OF THIS MEETING IS ON FILE AT TOWN HALL. THESE MINUTES ARE CONDENSED THEREFROM



AGENDA ITEM SUMMARY

TO: Town Council

FROM: Scott Campbell, Town Manager *SC*

RE: **ITEM 2: Presentation - John Ames, Dallas County Tax Assessor/Collector**

DATE: May 4, 2011

Please see the attached staff report from Kathy Dewey, as well as a copy of the County's presentation for Monday night. Kathy and I have discussed the possibility and advantages of contracting with the county for tax collection, and felt this presentation would be beneficial.

I have discussed this with the school Superintendent who has indicated he felt the SISD would be open to this change; although it will certainly require discussion among the school board. If the council is interested in pursuing a contract with the County for this service, the SISD would also enter into its own agreement with the County.

This is presented as a discussion item only, and any formal action would be in the form of a resolution and agreement with the County at a future meeting. We will try to answer any questions Monday night.



Memo

To: Mayor Byrd and Councilmembers
From: Kathy Dewey
Date: 05/06/2011
Re: Tax Collection

Greetings,

At my request, John Ames has agreed to visit with you regarding the possibility of having Dallas County Tax Office assume the responsibilities of tax collection for Sunnyvale. I have known John for many years and feel very comfortable with him and the work of his office.

Over the past few months a situation has evolved with the company who handles our tax software, GDS. As you know, they forced us to upgrade to an internet based system last fall. Our tax office is no longer involved in the changes uploaded into our system from Dallas Central Appraisal District. All that work must now be done by GDS at a cost. I feel their costs are unforgivable and don't allow for appropriate budget planning.

Our tax office is paid \$9,963 annually by Sunnyvale ISD for tax collection. That amount has always covered any software changes, etc as well as a portion of the clerk salary to perform the work. The fees paid by us for GDS from 10/1/09-9/30/10 were \$7,089.86. The fees paid by us for GDS from 10/1/10-3/30/11 are \$14,698.20. We will be charged approximately \$600 a month for the next 6 months as it stands and it doesn't stop there. GDS has already warned their customers to be prepared for increased costs for 2012 tax mailings. I cannot recommend staying with this company, hence the reason I have asked Dallas County to make a presentation.

The town has the ability to purchase different software and make the appropriate changes in-house, but that may prove even more costly. The current cost for Dallas County based on 2010 parcels for Sunnyvale City taxes would be a total of \$4,061.20. Please consider this possibility.

Kathryn Dewey



Dallas County Tax Office

**Records Building
500 Elm Street
Dallas, TX 75202
214-653-7630**

John R. Ames, CTA

Tax Assessor/Collector

Shirley Jacobson, RTA

Chief Deputy

BENEFITS OF DALLAS COUNTY TAX OFFICE COLLECTIONS

APRIL 2011

OVERVIEW

The Dallas County Tax Office (DCTO) has 223 full-time employees spread throughout nine locations. These dedicated tax professionals serve the taxpayers Monday – Friday from 8:00 a.m. – 4:30 p.m.

The DCTO currently collects ad valorem property taxes for four county entities, 21 cities, eight school districts and over 46 PIDs and special districts.

MISSION STATEMENT

Provide Dallas County Citizens
with Excellent Service using
Innovative Technology to
Ensure Quality Collections.

DCTO STAFF

Tax Assessor/Collector - John R. Ames, CTA

John served the taxpayers of DeSoto faithfully and well for eight years as the DeSoto Tax Assessor/Collector. As the Dallas County Tax Assessor/Collector, he and his competent and dedicated staff of tax professionals would welcome the opportunity to serve Sunnyvale taxpayers in the future. He has 16 years of tax collection experience and is dedicated to providing efficiency and customer service. He holds certifications as a Registered Tax Assessor/Collector, Certified Tax Administrator and Certified School Tax Administrator. He serves on the Dallas Central Appraisal District Board of Directors, the Tax Assessor Collector Association State Board of Directors and is a member or former member of various other tax collection organizations such as TSAA, TAAO and PTEC.

DCTO Cabinet Members

Chief Deputy – Shirley Jacobson, RTA

Shirley joined the DCTO in 2004 after a career in commercial banking.

Director of Accounting – Betty Holland, RTA

Betty joined the DCTO in 2005 and also came from a commercial banking background.

Director of Information Technology – Wendy Fuqua, RTA

Wendy joined the DCTO in 1992 in the data processing/technology area.

Director of Property Tax – Corey Worsham

Corey joined the DCTO in 2007 and has been the Director of the Property Tax Department since 2009. He came from a retail business background.

Director of Motor Vehicles – Debbie Jones

Debbie joined the DCTO in 1983, and has been in the Motor Vehicle Department since that time. She has been the Director since 1999.

Director of Process Initiatives Management – Norman Kasal

Norman has 28 years of property tax industry experience, and joined the DCTO in 2007.

Manager of Customer Care – Candi Scarso

Candi joined the DCTO in 1999 and has been the Manager since 2005.

CUSTOMER CARE

Location	Address	
Downtown	500 Elm Street, Records Building	Dallas, TX 75202
Duncanville	100 E. Wheatland Rd	Duncanville, TX 75116
Garland	140 N. Garland Ave	Garland, TX 75040
Grand Prairie	525 W. Hwy 303 #591	Grand Prairie, TX 75051
Irving	530 N. O'Connor Rd	Irving, TX 75061
Mesquite	210 W. Grubb	Mesquite, TX 75149
North Dallas	10056 Marsh Ln #160	Dallas, TX 75119
Oak Cliff	408 S. Beckley	Dallas, TX 75203
Richardson	516 Twilight Trail	Richardson, TX 75080

Capable Staff

Each of the nine locations has a fully trained property tax staff and seasoned management for problem resolution. The Tax Assessor/Collector, along with the Chief Deputy, Property Tax Director and Director of Process Initiatives are always available to assist taxpayers. Our 16 highly-trained customer care telephone representatives also stand ready to speak with taxpayers who call our Customer Care Center for information and assistance. We also have dedicated staff to support our over-65 and disabled quarter-pay taxpayers.

We have recently upgraded our website to make it more user friendly and incorporate features that taxpayers have requested, i.e. more comprehensive frequently asked questions and answers, enhanced payment features, property tax information, and quick links to other useful websites.

State Certifications

The following members of management are certified by the Texas Department of Licensing and Registrations, formerly the Board of Tax Professional Examiners (BTPE).

John R. Ames, CTA, RTA & CSTA Certifications

Shirley Jacobson, RTA Certification

Betty Holland, RTA Certification

Wendy Baker, RTA Certification

Wendy Fuqua, RTA Certification
Corey Worsham, currently working towards RTA Certification
Carlos Rincon, RTC Certification
James Ward, RTC Certification

PAYMENT OPTIONS

Dallas County sends the taxpayer one unified tax statement so they can make one payment. They can:

- visit one of our nine locations
- mail the payment using our return envelope
- pay by credit card from any PC with internet capability
- pay by credit card from KIOSKS conveniently located in all DCTO offices
- pay by ACH or e-checks online

Taxpayers who have escrow accounts with banks or mortgage companies or who have Tax Agents that represent them in the payment of their taxes do not get duplicate tax statements. Instead, beginning in the 2009 tax year we sent a "postcard" giving them useful information for their records. This postcard is less expensive to mail and reduces the number of duplicate payments the DCTO receives.

Remittance Processing System

In 2008 we upgraded our payment processing equipment which has the ability to post up to 30,000 mail-in tax payments daily. 99% of all payments are posted the same day they are received. All checks are imaged and electronically deposited to the bank the same day they are posted. Deposits earn overnight interest which is passed on to the entities monthly. Collections are remitted to the entities daily.

Tax Collection Software and Delinquent Tax Law Firm

In July 2008, the DCTO converted from a 20+ year old mainframe system to a PC based server system (Dallas ACT 7.0) provided to us by our delinquent collection law firm Linebarger Goggan Blair & Sampson, LLP. Continued enhancements are providing better reporting for all of the entities we serve.

The DCTO's IT, Property Tax and Accounting Staff and LGB&S's Dallas ACT IT staff will work with the Sunnyvale Tax Office on the conversion of data.

COLLECTIONS

Below is a three-year history of collection rates. These rates are calculated on current base tax collected only as compared to the latest supplement of tax levy available to collect. These rates do not include delinquent taxes, P&I or collection fees. Collections are based on actual tax levy and not budgeted levy.

		Sep-08	Sep-09	Sep-10
1002	DALLAS COUNTY	98.492%	98.130%	98.28%
1021	PARKLAND HOSPITAL	98.494%	98.130%	98.27%
1031	DCCCD	98.498%	98.170%	98.27%
1041	DC SCHOOL EQUAL	98.491%	98.130%	98.27%
1201	TOWN OF ADDISON	84.853%	98.670%	98.55%
1202	CITY OF BALCH SPRINGS	95.649%	95.510%	95.71%
1203	CITY OF CARROLLTON	98.875%	98.410%	98.97%
1204	CITY OF CEDAR HILL	97.544%	97.690%	98.32%
1205	CITY OF COCKRELL HILL	93.832%	92.880%	91.58%
1208	CITY OF DALLAS	98.199%	97.750%	98.02%
1210	CITY OF DUNCANVILLE	97.632%	97.780%	97.61%
1211	CITY OF FARMERS BRANCH	98.920%	98.640%	98.74%
1216	CITY OF GRAND PRAIRIE	97.894%	97.690%	98.35%
1218	TOWN OF HIGHLAND PARK	99.270%	99.280%	99.21%
1219	CITY OF HUTCHINS	96.573%	96.510%	96.27%
1220	CITY OF IRVING	n/a	n/a	98.70%
1221	CITY OF LANCASTER	96.482%	95.860%	97.02%
1227	CITY OF ROWLETT	98.549%	98.240%	98.72%
1228	CITY OF SACHSE	98.980%	99.080%	99.37%
1229	CITY OF SEAGOVILLE	96.163%	95.520%	95.71%
1231	CITY OF UNIVERSITY PARK	99.330%	99.290%	99.50%
1232	CITY OF WILMER	90.149%	95.850%	95.12%
1102	DALLAS ISD	97.730%	97.740%	97.89%
1103	CEDAR HILL ISD	97.728%	97.740%	98.27%
1105	HIGHLAND PARK ISD	99.443%	99.190%	99.37%
1107	LANCASTER ISD	96.594%	95.880%	97.03%
1111	GRAND PRAIRIE ISD	97.832%	97.790%	98.11%
1114	DUNCANVILLE ISD	94.685%	97.760%	97.53%

CONVERSION TIMEFRAME

Anticipated Conversion Timeframe would be June - August, 2011. This would allow DCTO to bill your 2011 property tax statements in October 2011.



AGENDA ITEM SUMMARY

TO: Town Council

FROM: Scott Campbell, Town Manager *SC*

RE: **ITEM # 3: Consider Resolution No. 11-07: Approving a Budget Amendment to the 4A Development Corporation Budget in the amount of \$615,082.**

DATE: May 4, 2011

At their regular meeting of April 7 (minutes attached), the 4A Board approved a motion requesting a budget amendment for a capital expenditure in the amount of \$615,082 for sanitary sewer improvements along the US 80 corridor.

Attached is Resolution No. 11-07, approving an amendment to the 4A budget for this project. 4A vice president, Rachel Doyle, will present this request to the Town Council Monday night.

RESOLUTION NO. 11-07

A RESOLUTION OF THE TOWN OF SUNNYVALE TOWN COUNCIL APPROVING AN AMENDMENT TO THE 4A DEVELOPMENT CORPORATION'S ("CORPORATION") ANNUAL BUDGET AND AUTHORIZING A CAPITAL EXPENDITURE FOR SEWER INFRASTRUCTURE IMPROVEMENTS IN THE AMOUNT OF \$615,082 FOR CONSTRUCTION OF CERTAIN SANITARY SEWER LINES ALONG THE HIGHWAY CORRIDOR.

WHEREAS, chapters 501-504 of the Local Government Code authorize those expenditures of the CORPORATION 'required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises', targeted infrastructure, retention of primary jobs, **and**

WHEREAS, on April 7, 2011, the 4A Development Corporation approved a motion recommending the Sunnyvale Town Council approve an amendment to the CORPORATION'S budget in the amount of \$615,082 for certain sanitary sewer improvements as depicted on Exhibit A attached, **and**

WHEREAS, the Sunnyvale Town Council is committed to the infrastructure projects as reflected in Exhibit A in an effort to 'promote or develop new or expanded business enterprises' specifically along the US Hwy 80

NOW, THEREFORE, BE IT RESOLVED:

That the Town Council hereby amends the FY 2011 4A Development Corporation Budget to include a capital expenditure not to exceed \$615,082 for certain sanitary sewer improvements as depicted on Exhibit A attached.

PASSED, APPROVED, AND ADOPTED THIS THE 9TH DAY OF MAY, 2011 BY A VOTE OF _____ AYES AND _____ NAYS.

ATTEST:

Kathryn Dewey, Town Secretary

David Byrd, Mayor



MEETING MINUTES
**SUNNYVALE 4A DEVELOPMENT
CORPORATION
BOARD OF DIRECTORS
REGULAR MEETING
Thursday, April 7th, 2011
7:00 P.M. Board Meeting**

The Sunnyvale 4A Development Corporation Board met at 7:00 P.M. ON THURSDAY APRIL 7TH, 2011 IN THE COUNCIL CHAMBERS OF THE SUNNYVALE TOWN HALL; 127 N. COLLINS ROAD, SUNNYVALE, TEXAS under V.T.C.A., Government Code Section .041.

Attending: *President Lawrence Boyd, Vice President Rachel Doyle, Treasurer David Carlile, Director Hari Pillai*

Absent: *Terri Shatter*

1. Call to Order the meeting. *President Lawrence Boyd called the meeting to order the meeting at 7:08 p.m.*
2. Presentation of CoStar Group Real Estate On-Line information tools to analyze commercial/retail development potential for Sunnyvale. Joe Terrell of CoStar Group. *Joe Terrell provided a presentation on the benefits of this service. The Board will take this information under advisement.*
3. Public comment period: Persons may address the Sunnyvale 4A Development Corporation Board on items not on the Agenda. Please observe the time limit of three (3) minutes. The Corporation and its directors cannot comment or deliberate on items of public comment. *There were no public comments.*
4. 4A Economic Development Consultant's report:
 - a. Sunnyvale Day in Austin, 2011, wrap up and benefits *Consultant Pam Mundo summarized the event and its benefits. President Lawrence Boyd requested that the report be sent to the Town Manager and Council members.*
 - b. Approval of Board Minutes:
 - i. Review and approval of minutes of March 3, 2011 meeting. *Through a motion of David Carlile and a second of Hari Pillai, the meeting minutes of March 3, 2011 were approved as written. The vote was unanimous.*
 - ii. Review and approval of minutes of March 9, 2011 meeting. *Through a motion of Rachel Doyle and a second of David Carlile, the meeting minutes of March 9, 2011 were approved as written. The vote was unanimous.*
 - c. Brief update on current strategic plan and plans for update needs. *Consultant Pam Mundo briefly review the past year's strategic plan and reminded the Directors that in the next few months they should be considering recommendations for new strategies for the coming year in preparation for the budget planning season that starts in July. The Board Directors agreed to have recommendations for next month. Some of those recommendations would be to emphasize and take action recognizing the economic impact of the 190 project and the economic impact of the lake presence in Sunnyvale.*

Also recommended was consideration for creating a new web site with interactive information for developers and others interest in investing in Sunnyvale including possible interactive aerial map.

- d. Review of Sunnyvale 4A recommended and pending projects and consider next step actions:
- i. Clay Road Street Lighting \$80,000.00 *Through a motion of Hari Pillai and a second of Rachel Doyle, the Board of Directors requested, of the Sunnyvale Town Council, a budget amendment of the Sunnyvale 4A Development Corporation's 2010-2011 budget. The amendment would be for cash expenditure the purposes being for economic development and business retention purposes, to reimburse the Town of Sunnyvale for expenditures not exceeding \$80,000 for the Town to install street lighting within the center median of Clay Road from Scyene Road to Collins Road and for said installation to be completed by December 31, 2011. The vote was unanimous.*
 - ii. Planters Road Repairs \$100,000.00 *Through a motion of Hari Pillai and a second of David Carlile the Board of Directors, amending Resolution 2011-03, request of the Sunnyvale Town Council, a budget amendment of the Sunnyvale 4A Development Corporation's 2010-2011 budget. The amendment would be for a cash expenditure the purpose being for economic development and business retention purposes, to reimburse the Town of Sunnyvale for expenditures not exceeding \$100,000 for the Town to repair Planters Road as depicted in the attached exhibit provided that such repairs take place prior to December 31, 2011 and that the repairs to be made shall be made in the same manner and to the same high standards and specifications as the repairs the Town has made in the past two years on Planters Road. The vote was unanimous. Through a motion of Rachel Doyle and a second of David Carlile the Board of Directors will amend the action removing "amending Resolution 2011-03" and therefore the motion will read...the Board of Directors request of the Sunnyvale Town Council, a budget amendment of the Sunnyvale 4A Development Corporation's 2010-2011 budget. The amendment would be for a cash expenditure the purpose being for economic development and business retention purposes, to reimburse the Town of Sunnyvale for expenditures not exceeding the \$100,000 for the Town to repair Planters Road as depicted in the attached exhibit provided that such repairs take place prior to December 31, 2011 and that the repairs to be made shall be made in the same manner and to the same high standards and specifications as the repairs the Town has made in the past two years on Planters Road. The vote was unanimous.*
 - iii. East Fork Sanitary Sewer Line \$615,082.00 *President Lawrence Boyd recused himself from the consideration of this item. Vice President Rachel Doyle took over the meeting for this agenda item. Through a motion of David Carlile and a second of Hari Pillai the Board of Directors requested of the Sunnyvale Town council, a budget amendment of the Sunnyvale 4A Development Corporation's 2010-2011 budget. The amendment would be for a*

cash expenditure the purpose being for economic development purposes, to reimburse the Town of Sunnyvale for expenditures not exceeding \$615,082 for the Town to construct a certain sanitary sewer improvement as generally depicted in an attached exhibit to these meeting minutes and to Resolution 2011.03. The vote was 3 ayes, no nays and one abstaining.

- iv. *Film Friendly Town Designation and Photographing of Sites President Lawrence Boyd returned to leading the meeting and announced that he had presented the Film Friendly information to the Town Council at their last meeting. President Lawrence Boyd also noted that Council will consider an ordinance at this coming Town Council meeting adopting the guidelines for being a Film Friendly Town. Following Council's adoption then the next step is to develop photos of probable sites in Sunnyvale for filming use.*
- v. *TIRZ Project Plan and Financial Plan Consultant Pam Mundo reported on the work being developed for the TIRZ Project Plan.*
5. *Consider approving and funding SKEDS program to market Sunnyvale businesses. Through a motion of Rachel Doyle and a second of Hari Pillai the Board of Directors agreed to proceed with an agreement with Community SKEDs for a Community SKEDs... Buy and Shop our Sunnyvale Business web site program for \$100 per month for 36 months with a first six months being at no cost subject to approval of the Town Council as necessary regarding the SKEDs web site "Buy and Shop Sunnyvale Business" association with the Town web site. The motion was unanimous.*
6. *Consider recommending actions as a result of the recent focus group sessions. After discussion the Board agreed to work on recommendations from the focus group sessions to be incorporated into the 2011-2012 Strategic Plan*
7. *The 4A Finance Director's reports:*
 - a. *Review and consideration for approval of the Financial Reports for 4A Corporation for the month of March 2011. The financial report for March was presented by David Cranford. Through a motion of David Carlile and a second of Rachel Doyle the report was approved unanimously.*
8. *Executive Session: Pursuant to Chapter 551 of the Texas Government Code The Sunnyvale 4A Development Corporation will now hold a closed executive session in accordance with the authority contained: President Lawrence Boyd announced the executive session and the Board entered the executive session at 8:45 p.m.*
 - i. *Section 551.071 is called to discuss and deliberate commercial or financial information from a potential business prospect that is seeking to locate or expand in the Town of Sunnyvale. The executive session will be used to deliberate an offer of financial or other incentive to a business prospect for a location in the vicinity of S. Collins and U.S. Highway 80.*
 - ii. *Pursuant to Section 551.074 is called to discuss personnel issues before the board and to consider the extension of the Mundo and Associates, Inc. agreement for economic development management, research and marketing services.*
9. *Reconvene into open session with any discussion and/or action item resulting from the Executive Session. The Board of Directors reconvened the meeting at 9:28 p.m. No action was taken.*

10. Our next scheduled meeting will be a Regular Meeting on May 5th 2011 at 7 p.m.

11. ADJOURN *The Board of Directors adjourned at meeting at 9:30 p.m.*

Approved by the Board of Directors on May _____, 2011



AGENDA ITEM SUMMARY

TO: Town Council

FROM: Scott Campbell, Town Manager *SC*

RE: **ITEM 4: Consider Resolution No. 11-08: Approving a Budget Amendment to the 4A Development Corporation Budget in the amount of \$80,000.**

DATE: May 4, 2011

At their regular meeting of April 7 (minutes attached), the 4A Board approved a motion requesting a budget amendment for a capital expenditure in the amount of \$80,000 for installation of street lights on Clay Road (from Scyene Road to Collins Road).

Attached is Resolution No. 11-08, approving an amendment to the 4A budget for this project. 4A vice president, Rachel Doyle, will present this request to the Town Council Monday night.

RESOLUTION NO. 11-08

A RESOLUTION OF THE TOWN OF SUNNYVALE TOWN COUNCIL APPROVING AN AMENDMENT TO THE 4A DEVELOPMENT CORPORATION'S ("CORPORATION") ANNUAL BUDGET AND AUTHORIZING A CAPITAL EXPENDITURE OF \$80,000 FOR STREET LIGHTING IMPROVEMENTS ALONG CLAY ROAD FROM SCYENE ROAD TO COLLINS ROAD.

WHEREAS, chapters 501-504 of the Local Government Code authorize those expenditures of the CORPORATION 'required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises', targeted infrastructure, retention of primary jobs, **and**

WHEREAS, on April 7, 2011, the 4A Development Corporation approved a motion recommending the Sunnyvale Town Council approve an amendment to the CORPORATION'S budget in the amount of \$80,000 for street lighting improvements on Clay Road, **and**

WHEREAS, the Sunnyvale Town Council believes the installation of street lighting along Clay Road from Scyene Road to Collins Road will 'promote or develop new or expanded business enterprises' in that area, ,

NOW, THEREFORE, BE IT RESOLVED:

That the Town Council hereby amends the FY 2011 4A Development Corporation Budget to include a capital expenditure not to exceed \$80,000 for street lighting improvements along Clay Road from Scyene Road to Collins Road.

PASSED, APPROVED, AND ADOPTED THIS THE 9th DAY OF MAY, 2011 BY A VOTE OF _____ AYES AND _____ NAYS

ATTEST:

Kathryn Dewey, Town Secretary

David Byrd, Mayor



AGENDA ITEM SUMMARY

TO: Town Council

FROM: Scott Campbell, Town Manager *SC*

RE: **ITEM # 5: Consider Resolution No. 11-09: Approving a Budget Amendment to the 4A Development Corporation Budget in the amount of \$100,000.**

DATE: May 4, 2011

At their regular meeting of April 7 (minutes attached), the 4A Board approved a motion requesting a budget amendment for a capital expenditure in the amount of \$100,000 for repairs to Planters Road.

Attached is Resolution No. 11-09, approving an amendment to the 4A budget for this project. 4A vice president, Rachel Doyle, will present this request to the Town Council Monday night.

The attached memorandum from the Town Engineer was presented to 4A last year as they contemplated addressing Planters Road. As you can see, it is the Town staff's position that the appropriate long-term solution to Planters is a one-time reconstruction to adequately address the base of the road. We are obviously aware of the budget challenges associated with this approach. Staff will discuss this in more detail Monday night if necessary.

RESOLUTION NO. 11-09

A RESOLUTION OF THE TOWN OF SUNNYVALE TOWN COUNCIL APPROVING AN AMENDMENT TO THE 4A DEVELOPMENT CORPORATION'S ("CORPORATION") ANNUAL BUDGET AND AUTHORIZING A CAPITAL EXPENDITURE OF \$100,000 FOR REPAIR AND REPLACEMENT OF PORTIONS OF PLANTERS ROAD IN SUNNYVALE.

WHEREAS, chapters 501-504 of the Local Government Code authorize those expenditures of the CORPORATION 'required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises', targeted infrastructure, retention of primary jobs, **and**

WHEREAS, on April 7, 2011, the 4A Development Corporation approved a motion recommending the Sunnyvale Town Council approve an amendment to the CORPORATION'S budget in the amount of \$100,000 for repair and replacement of certain sections of Planter Road in Sunnyvale as depicted on Exhibit A attached, **and**

WHEREAS, the Sunnyvale Town Council believes the repair and replacement of certain sections of Planters Road in Sunnyvale is 'required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises', targeted infrastructure, retention of primary jobs,

NOW, THEREFORE, BE IT RESOLVED:

That the Town Council hereby amends the FY 2011 4A Development Corporation Budget to include a capital expenditure not to exceed \$100,000 for repair and replacement of certain sections of Planters Road in Sunnyvale.

PASSED, APPROVED, AND ADOPTED THIS THE 9th DAY OF MAY, 2011 BY A VOTE OF _____ AYES AND _____ NAYES

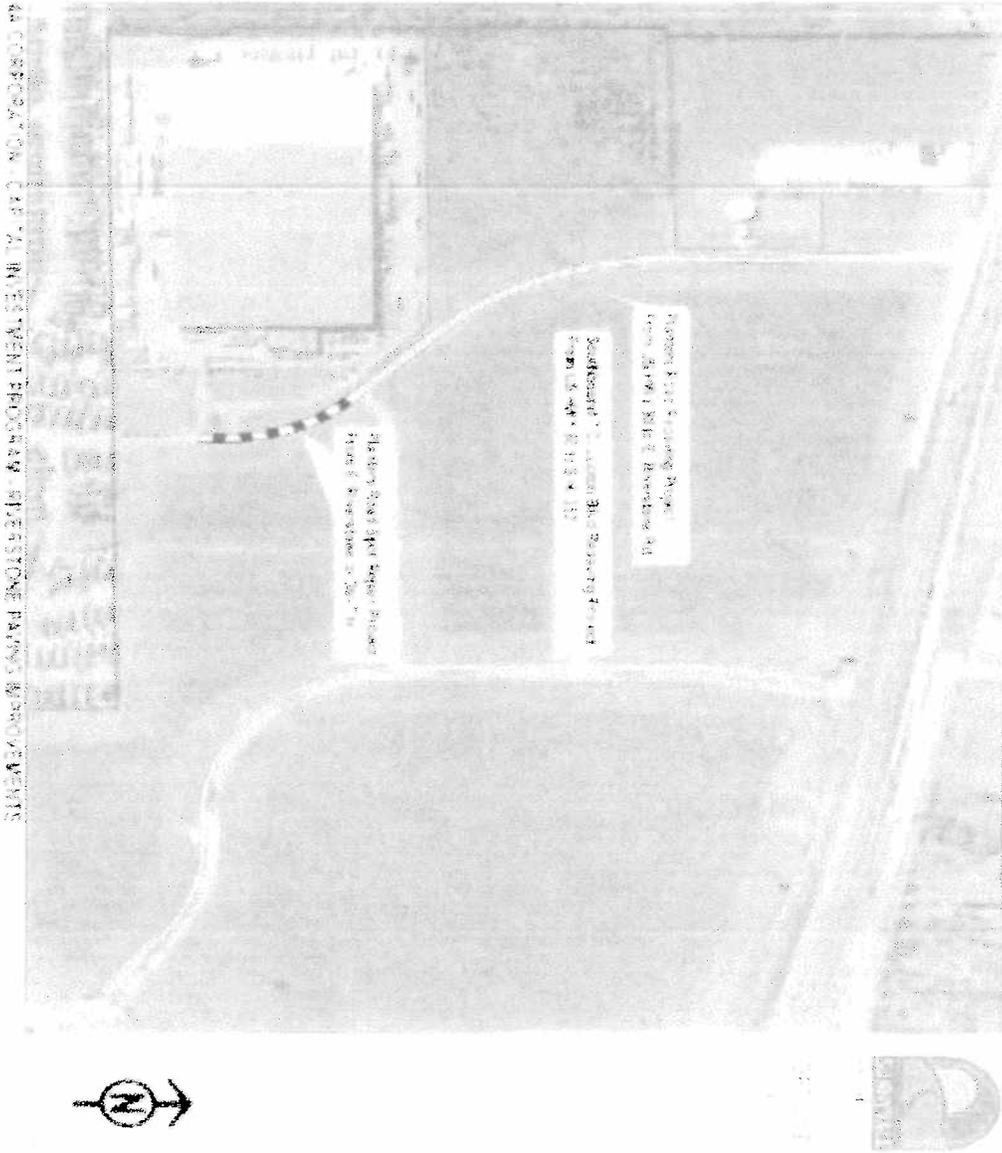
ATTEST:

Kathryn Dewey, Town Secretary

David Byrd, Mayor

Exhibit B

**Depiction of Repairs of Planters Road
In areas Marked Repaving of Planters Road**





AGENDA ITEM SUMMARY

TO: Town Council

FROM: Scott Campbell, Town Manager *SC*

RE: **ITEM # 6: Resolution No. 11-10 -Approving Second Amendment to Promissory Note and Voluntary Assessment of Cash Contribution in Lieu of Amenity Construction Agreement with Sunnyvale Development Ltd.**

DATE: May 4, 2011

This resolution represents a request from Sunnyvale Development, Ltd as discussed with Council in January. The ordinance establishing the Homestead Development (Ordinance No. 362) establishes several categories of payment to the Town in lieu of amenities, to be paid pursuant to the phasing of the development. These payments are memorialized in a 1998 promissory note that requires the last payment be made to the Town by the time the final phase is complete, or September of 2013 (promissory note attached). After payments made to date and density credits approved by council's previously, the current balance due the Town is \$361,189.80. Again, the request is to extend this promissory note until December 2016. As reported in January, staff offers no objection to this request, and the attached resolution simply extends the promissory note to December 31, 2016.

RESOLUTION NO. 11-10

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS APPROVING A SECOND AMENDMENT TO THE PROMISSORY NOTE AND VOLUNTARY ASSESSMENT OF CASH CONTRIBUTION IN LIEU OF AMENITY CONSTRUCTION AGREEMENT BETWEEN SUNNYVALE DEVELOPMENT, LTD., A TEXAS LIMITED PARTNERSHIP ("DEVELOPER") AND TOWN OF SUNNYVALE, TEXAS ("SUNNYVALE").

WHEREAS, on September 14, 1998, Developer made a Promissory Note Payable to the Order of Sunnyvale in the original principal amount of \$1,400,000.00 ("Note") evidencing Developer's obligations pursuant to that certain Voluntary Assessment of Cash Contribution in Lieu of Amenity Construction Agreement dated September 14, 1998 ("Voluntary Assessment"), and

WHEREAS, with such agreement, developer agreed to make certain cash contributions in lieu of amenities in connection with the development of a certain 405 acre tract of land in Sunnyvale, Dallas County, Texas known as the Homestead Development and which land is more particularly described in that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents, Fixture Filing and Financing Statement dated September 14, 1998, and

WHEREAS, on January 21, 2002, Developer and Sunnyvale entered into that certain First Amendment to Promissory Note and Voluntary Assessment of Cash Contribution in Lieu of Amenity Construction Agreement which amended the terms of the Note, and

WHEREAS, pursuant to such agreement DEVELOPER has requested a Second Amendment to Promissory Note and Voluntary Assessment of Cash Contribution in Lieu of Amenity Construction Agreement, extending the term of the agreement to December 31, 2016.

NOW, THEREFORE, BE IT RESOLVED, that Sunnyvale and Developer agree as follows:

1. Section 1.e. of the Note is hereby amended to read as follows:

e. "Maturity Date" shall mean the earlier to occur of (i) December 31, 2016, or (ii) the date on which the entire principal amount evidenced by this note and all accrued interest thereon shall be paid or required to be paid in full, whether by prepayment, acceleration or otherwise.

PASSED, APPROVED, AND ADOPTED THIS THE 9TH DAY OF MAY, 2011 BY A
VOTE OF _____ AYES AND _____ NAYS.

ATTEST:

Kathryn Dewey, Town Secretary

David Byrd, Mayor

5400 Renaissance Tower
1201 Elm Street
Dallas, Texas 75270

214.745.5400 OFFICE
214.745.5390 FAX
winstead.com

December 16, 2010

ARTHUR J. ANDERSON
direct dial: 214.745.5745
aanderson@winstead.com

**Via E-mail townmanager@townofsunnyvale.org
and U.S. Mail**

Mr. Scott Campbell
Town of Sunnyvale
127 N. Collins Road
Sunnyvale, TX 75182

Re: Sunnyvale Development, Ltd.

Dear Scott:

Our firm represents Sunnyvale Development, Ltd. and the Luptons. We request that the Town Council act at its January 14 meeting on two agreements affecting their property in the Town of Sunnyvale.

In 2003, the parties entered into an Impact Fee Capital Improvement Plan Reimbursement Agreement ("Impact Fee Agreement"). The Luptons paid approximately \$522,186.98 for a major sewer line to serve the general area. Under the Impact Fee Agreement, approximately \$391,847.00 has been reimbursed to the Luptons. The Impact Fee Agreement expires on November 17, 2013. However, ¶2(A)(iii) of the Impact Fee Agreement states that the Town Council can extend this ten year timeframe upon appeal which we are hereby filing. Due to the slow-down in development activity and the decreasing payment of sewer impact fees by builders, we request that the expiration date of the Impact Fee Agreement be extended to December 31, 2016. It is our understanding that a majority vote of the Council can approve this extension.

A second agreement affecting the Luptons results from Ordinance No. 362 which required the Luptons to pay the Town \$1,203,576.00 as a contribution to be included in a Town fund. The payment requirement is formalized in a promissory note secured by a deed of trust. As developers have purchased tracts out of the Lupton property, pro rata shares of the contribution amount have been paid to the Town. It is our understanding that approximately \$300,000 remains to be paid into the Town's contribution fund. The promissory note signed by the Luptons requires the last payment to be made with the final phase of the project or September 13, 2013, whichever is earlier ("Maturity Date").

Mr. Scott Campbell
December 16, 2010
Page 2

Due to the economic slow-down, we request that the Council approve an extension of the Maturity Date in the promissory note to December 31, 2016. This is the same extension date as the Impact Fee Agreement request hereinabove.

If possible, we would appreciate both of these items being scheduled on the January 14 Council agenda. Either Tav Lupton or myself are available to meet with City staff at their convenience to discuss this matter.

Very truly yours,



Arthur J. Anderson

AJA/plg
cc: Tav Lupton

PROMISSORY NOTE

\$1,400,000.00

Sunnyvale, Dallas County, Texas
Date: September 14, 1998

FOR VALUE RECEIVED, SUNNYVALE DEVELOPMENT, LTD., a Texas limited partnership whose address is Dallas, Texas ("Maker") promises to pay to the order of TOWN OF SUNNYVALE, TEXAS and its assigns ("Holder"), or order, at 537 Long Creek Road, Sunnyvale, Texas 75182, or at such other place as Holder may from time to time in writing designate, in lawful money of the United States of America, the principal sum of ONE MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,400,000.00) or such lesser sum as may be outstanding pursuant to this Note on or before the "Maturity Date" (as hereinafter defined), together with interest on the principal balance outstanding after the Maturity Date from time to time ("Principal Balance"), in like money, from the date of advancement until fully repaid at the rates hereinafter set forth. Interest shall be computed and accrue on the principal amount from time to time outstanding from and after the Maturity Date at a rate per annum equal to the "Default Rate" (as hereinafter defined) from time to time in effect.

1. Definitions. As used herein, the terms "Maker," "Holder" and "Principal Balance" have the meanings assigned in the preceding paragraph, and the following terms have the following meanings:

a. "Applicable Interest Rate" shall mean a rate per annum equal to the lesser of (i) two percent (2.0%) plus the Index Rate from time to time in effect, or (ii) the Maximum Rate (as hereinafter defined). In the event that the Wells Index Rate (as defined below) ceases to exist, then "Applicable Interest Rate" shall mean a rate per annum equal to the lesser of (i) two percent (2.0%) plus the "Prime Rate" as set forth in the Wall Street Journal, or (ii) the Maximum Rate.

b. "Deed of Trust" shall mean the Deed of Trust, Security Agreement, Assignment of Leases and Rents, Fixture Filing and Financing Statement, dated as of even date with this Note, from Maker to the trustee specified therein, in trust for Holder, covering certain real and personal property described therein situated in the County of Dallas, State of Texas.

c. "Default Rate" shall mean a rate per annum equal to the lesser of (i) five percent (5%) plus the Applicable Interest Rate in effect from time to time, or (ii) the Maximum Rate (as hereinafter defined).

d. "Event of Default" shall have the meaning assigned to such term in Section 8 hereof.

e. "Maturity Date" shall mean the earlier to occur of (i) fifteen (15) years less one day from the date hereof, or (ii) the date on which the entire principal amount evidenced by this Note and all accrued interest thereon shall be paid or be required to be paid in full, whether by prepayment, acceleration or otherwise.

f. "Maximum Rate" shall mean, with respect to the holder hereof, the maximum nonusurious interest rate, if any, that at any time, or from time to time, may be contracted for, taken, reserved, charged, or received on the indebtedness evidenced by this Note. To the extent that Article

5069-1.04, Title 79, Texas Revised Civil Statutes, 1925, as amended, is relevant to any holder of this Note for the purposes of determining the Maximum Rate, the Holder hereby notifies Maker that the "applicable rate ceiling" shall be the "indicated rate ceiling" referred to in Article 5069-1.04(a)(1) from time to time in effect, as limited by Article 5069-1.04(b); provided, however, that to the extent permitted by applicable law, Holder reserves the right to change the "applicable rate ceiling" from time to time by further notice and disclosure to Maker; and, provided further, that the "Maximum Rate" for purposes of this Note shall not be limited to the applicable rate ceiling under Article 5069-1.04 if federal laws or other state laws now or hereafter in effect and applicable to this Note (and the interest contracted for, charged and collected hereunder) shall permit a higher rate of interest.

g. "Mortgaged Property" shall have the meaning assigned in the Deed of Trust.

h. "Other Security Documents" shall mean all and any of the documents other than this Note and the Deed of Trust, now or hereafter executed by Maker and/or others, and by or in favor of Holder, which wholly or partially guarantee or secure this Note or are executed in connection with this Note.

i. "Index Rate" shall mean the highest per annum interest rate announced from time to time (whether or not charged in each instance) as the "prime" or "base" rate, by Wells Fargo Bank (Texas), National Association. Without notice to Maker or any other party, the Index Rate shall automatically fluctuate upward or downward as and in the amount by which the prime rate set by Holder shall fluctuate. Holder will tell Maker the current Index Rate upon Maker's request. Maker understands that Holder may make loans based on other rates as well. The interest rate change will not occur more often than each day. The term "prime" or "base" rate as used in the foregoing sentence shall (i) include the rate so established by Wells Fargo Bank (Texas), National Association from time to time even though the label may be changed or discontinued, and (ii) mean the foregoing bank's general reference rates of interest after taking into consideration such factors as the bank, from time to time, may consider appropriate in the bank's sole discretion (it being understood that the bank, from time to time, may make various loans at rates of interest having no relationship to such general reference rate). A certificate from Wells Fargo Bank (Texas), National Association as to its Index Rate in effect on any day shall be conclusive for purposes hereof as to the "prime" or "base" rate in effect on such day. Notwithstanding the foregoing, if at any time the Index Rate plus 2.0% or 7.0%, as the case may be, shall exceed the Maximum Rate, thereby causing the interest on the outstanding balance of this Note or past due payments to be limited to the Maximum Rate, then any subsequent reductions in the Index Rate shall not reduce the rate of interest accruing on the outstanding balance of this Note or past due payments, as the case may be, until the total amount of interest accrued thereon equals the amount of interest which would have accrued thereon if the rate at all times in effect had been the Index Rate plus 2.0% or 7.0% as applicable.

2. Interest Rate. From the Maturity Date, the Principal Balance shall bear interest at the Default Rate from time to time in effect. To the extent permitted by Texas law, interest shall be calculated by the method known as the "Banker's Rule" using the actual days the principal balance is outstanding hereunder divided by 360 days and multiplied by the Applicable Interest Rate; provided, however, that in the event such calculation is not permitted by Texas law, interest hereunder shall be calculated on the basis of a 365-day or a 366-day year, as the case may be.

3. Payment of Principal. From the date hereof to and including the Maturity Date, the Principal Balance shall be due and shall be payable at the earlier of (i) the Maturity Date or (ii) as follows:

a. \$100,000 contemporaneous with the earlier of the Town's approval of (i) Final Plat or (ii) first final development plan for Phase I of the project, as set forth in Town Ordinance No. 290.

b. \$325,000 contemporaneous with the earlier of the Town's approval of the (i) Final Plat or (ii) first final development plan for Final Plat for Phase 2 of the project, as set forth in Town Ordinance No. 290.

c. \$325,000 contemporaneous with the earlier of the Town's approval of the (i) Final Plat or (ii) first final development plan for Final Plat for Phase 3 of the project, as set forth in Town Ordinance No. 290.

d. \$325,000 contemporaneous with the earlier of the Town's approval of the (i) Final Plat or (ii) first final development plan for Final Plat for Phase 4 of the project, as set forth in Town Ordinance No. 290.

e. \$325,000 contemporaneous with the earlier of the Town's approval of the (i) Final Plat or (ii) first final development plan for Final Plat for Phase 5 of the project, as set forth in Town Ordinance No. 290.

Such funds shall be spent and administered by the Town in accordance with Town Ordinance No. 290 including (not by way of limitation) Section IV thereof. To the extent the Town's final approval is either withheld or not granted as to any of said Phases, the Principal Balance shall not include the dollar amount set forth above with respect to such Phase or any interest thereon. Further, in the event that fewer than a total of 677 lots are to be developed for all five Phases of the Mortgaged Property as evidenced by submission of an application for the final development plan of Phase 5, but not if less than the whole of the Mortgaged Property is developed, the total amount to be contributed for such Phase shall be reduced by an amount equal to \$2,000 for every lot less than such total, such reduction not to exceed \$100,000.

4. Prepayment. This Note may be prepaid in whole or in part at any time without penalty or fee. All prepayments of principal shall be applied on the most remote principal installment or installments then unpaid.

5. Maximum Rate of Interest. All agreements between the Maker and the Holder, whether now existing or hereafter arising and whether written or oral, are hereby expressly limited so that in no contingency or event, whether by reason of acceleration of the maturity of this Note or otherwise, shall the amount paid, or agreed to be paid to the Holder for the use, forbearance, or detention of the money to be loaned under this Note or otherwise or for the payment or performance of any covenant or obligation contained herein or in any other document evidencing, securing or pertaining to the Note exceed the Maximum Rate. If from any circumstances whatsoever fulfillment of any provision hereof or any of such other agreements shall cause the amount paid to exceed the Maximum Rate, then ipso facto, the amount paid to the Holder shall be reduced to the Maximum Rate, and if from

any such circumstances the Holder shall ever receive interest or anything which might be deemed interest under applicable law which exceeds the Maximum Rate, such amount which would be excessive interest shall be applied to the reduction of the principal of this Note and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal of this Note such excess shall be refunded to the Maker. Neither Maker nor any other person or entity now or hereafter liable for the payment of this Note shall be obligated to pay the amount of such interest to the extent it is in excess of the Maximum Rate and the provisions of this Note and any other communication to Maker, shall immediately be deemed reformed and such excess interest reduced, without the necessity of executing any other document, to the Maximum Rate. The right to accelerate the maturity of this Note does not include the right to accelerate, collect or charge unearned interest, but only such interest that has otherwise accrued as of the date of acceleration. All sums paid or agreed to be paid to the Holder for the use, forbearance or detention of the indebtedness of the Maker to the Holder shall, to the extent permitted by applicable law, (i) be amortized, prorated, allocated and spread throughout the full term of such indebtedness until payment in full so that the actual rate of interest on account of such indebtedness does not exceed the Maximum Rate now or as hereafter amended, throughout the term thereof, (ii) be characterized as a fee, expense or other charge other than interest, and/or (iii) exclude any voluntary prepayments and the effects thereof. The terms and provisions of this paragraph shall control and supersede every other provision of all agreements between the Holder and the Maker.

6. Security. Payment of this Note is secured by the Deed of Trust and the Other Security Documents. All of the agreements, conditions, covenants, provisions and stipulations contained in the Deed of Trust and the Other Security Documents which are to be kept and performed by Maker are hereby made a part of this Note to the same extent and with the same force and effect as if they were fully set forth herein, and Maker covenants and agrees to keep and perform them, or cause them to be kept and performed, strictly in accordance with their terms.

7. Default. "Default" or "Event of Default" as used herein means Maker's failure to pay any amount due hereunder after receiving notice and opportunity to cure as provided in the Deed of Trust and/or a Default or Event of Default as defined in the Deed of Trust. Upon the occurrence of any Event of Default relating to payments due under this Note, and at the option of Holder, upon demand but without any advance notice, such delinquent payment amount shall bear interest at the Default Rate for so long as the Event of Default shall remain uncured, payable monthly on the same day of each month that monthly payments are due under Section 3 hereof. In addition, Holder, at its option and without further notice, demand or presentment for payment to Maker or others, may declare immediately due and payable the unpaid Principal Balance and interest accrued thereon together with all other sums owed by Maker under this Note, the Deed of Trust and the Other Security Documents (including, but not limited to attorneys' fees as provided in Section 10 hereof), anything in this Note, the Deed of Trust and the Other Security Documents to the contrary notwithstanding. Payment of such sums may be enforced and recovered in whole or in part at any time by one or more of the remedies provided to Holder in this Note, the Deed of Trust or the Other Security Documents.

8. Remedies Cumulative. The remedies of Holder, as provided in this Note, the Deed of Trust and the Other Security Documents, shall be cumulative and concurrent and may be pursued singularly, successively or together, at the sole discretion of Holder, and may be exercised as often

as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

MAKER WAIVES ANY RIGHT OR REMEDY AVAILABLE TO MAKER UNDER TEXAS BUSINESS AND COMMERCE CODE, CH. 34 (1996) AS AMENDED FROM TIME TO TIME.

9. Attorneys' Fees. In the event that suit be brought hereon, or an attorney be employed or expenses be incurred to compel payment of this Note or any portion of the indebtedness evidenced hereby, or to defend the priority of the Deed of Trust or as otherwise provided in the Deed of Trust, Maker promises to pay all such attorneys' fees, costs and expenses (including attorneys' fees incurred in collecting attorneys' fees) all as actually incurred by Holder as a result thereof and including, without limitation (a) attorneys' fees, costs and expenses incurred in any action for declaratory relief, trial or appellate proceedings, arbitration proceedings or in any action or participation in, or in connection with, any case or proceeding under the Bankruptcy Code or any successor thereto, and (b) attorneys' fees, costs and expenses incurred as a result of Holder exercising its rights to cure any Event of Default by Maker under this Note, the Deed of Trust or any Other Security Document, or as a result of the foreclosure of the Deed of Trust, deed in lieu thereof, or trustee's sale thereunder.

10. WAIVER OF NOTICE BY MAKER. MAKER WAIVES DILIGENCE, PRESENTMENT FOR PAYMENT, DEMAND, NOTICE OF NONPERFORMANCE, NOTICE OF DEMAND, NOTICE OF NONPAYMENT OR DISHONOR, NOTICE OF INTENTION TO ACCELERATE, NOTICE OF ACCELERATION, PROTEST AND NOTICE OF PROTEST OF THIS NOTE, AND ALL OTHER NOTICES IN CONNECTION WITH THE DELIVERY, ACCEPTANCE, PERFORMANCE, DEFAULT, OR ENFORCEMENT OF THE PAYMENT OF THIS NOTE, EXCEPT SUCH NOTICES AS ARE PROVIDED IN THE DEED OF TRUST.

11. No Waiver by Holder. Holder shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Holder, and then only to the extent specifically set forth in the writing. The acceptance by Holder of any payment hereunder which is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing options at that time or at any subsequent time or nullify any prior exercise of any such option without the express consent of Holder, except as and to the extent otherwise provided by law. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event.

12. Holder may delay or forego enforcing any of its rights or remedies under this Note without losing them. Except as otherwise provided in the Deed of Trust Maker and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest, notice of dishonor, notice of intent to accelerate the maturity of this Note, and notice of acceleration of the maturity of this Note. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Holder may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Holder's security

interest in the collateral without the consent of or notice to anyone. All such parties also agree that Holder may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made.

13. GOVERNING LAW AND VENUE. THIS NOTE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED AND CONSTRUED ACCORDING TO THE LAWS OF THE UNITED STATES OF AMERICA AND THE LAWS OF THE STATE OF TEXAS. THIS NOTE IS PERFORMABLE IN DALLAS COUNTY, TEXAS AND VENUE FOR ANY ACTION TO COLLECT OR ENFORCE THE TERMS OF THIS NOTE, THE DEED OF TRUST OR THE OTHER SECURITY DOCUMENTS SHALL LIE IN DALLAS COUNTY, TEXAS.

14. Construction of Certain Terms. Whenever used, the singular number shall include the plural, the plural shall include the singular, and the words "Holder" and "Maker" shall be deemed to include the words "Holders" and "Makers" and their respective heirs, administrators, executors, successors and assigns.

15. Notice. All notices which Holder or Maker may be required or permitted to give hereunder shall be made in the same manner as set forth in the Deed of Trust.

16. Severability of Provisions. In the event any one or more of the provisions hereof shall be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions hereof shall be in no way affected, prejudiced or disturbed thereby.

17. Sale of Interest. Maker acknowledges that Holder may, in its sole discretion, sell all or any part of its interest in the loan as evidenced by this Note. Any such sale may be at a discount or premium, subject to a brokerage fee or involve a servicing agreement.

18. Headings. The section captions are inserted for convenience of reference only and shall in no way alter or modify the text of such sections.

19. No Further Agreements. In accordance with Section 26.02(a)(2) of the Texas Business and Commerce Code, as amended, Maker hereby acknowledges, with respect to this Note and the Loan Documents (as defined in the Deed of Trust), that:

- a. THE RIGHTS AND OBLIGATIONS OF MAKER AND HOLDER SHALL BE DETERMINED SOLELY FROM THE WRITTEN LOAN DOCUMENTS AND ANY PRIOR ORAL AGREEMENTS BETWEEN HOLDER AND MAKER ARE SUPERSEDED BY AND MERGED INTO THE LOAN DOCUMENTS.
- b. THE LOAN DOCUMENTS MAY NOT BE VARIED BY ANY ORAL AGREEMENTS OR DISCUSSIONS THAT OCCUR BEFORE, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO THE EXECUTION OF SUCH LOAN DOCUMENTS.

c. THE WRITTEN LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENTS BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

20. Rules of Construction.

a. when appropriate based on the identity of the parties or other circumstances, the masculine gender includes the feminine or neuter or both, and the singular number includes the plural;

b. the term "Mortgaged Property" means all and any part of or interest in the Mortgaged Property;

c. all section headings herein are for convenience of reference only, are not a part of this Note, and shall be disregarded in the interpretation of any portion of this Note; and

d. if more than one person or entity has executed this Note as "Maker", the obligations of all such Makers hereunder shall be joint and several.

21. Replacement Note. This Note replaces and is given in full substitution of a Promissory Note executed by Maker dated of even date herewith in the amount of \$1,400,000.00. Maker acknowledges receipt of the original of the earlier Promissory Note. This replacement Note is being given to correct an error in the payment terms of the earlier Promissory Note.

IN WITNESS WHEREOF, Maker, intending to be legally bound hereby, has duly executed this Note the day and year first above written.

Maker:

Sunnyvale Development, Ltd.,
a Texas limited partnership

Attest:

By: Lupton Family Capital Corp,
a Texas corporation
Its General Partner

By:



T.C. Lupton, Jr.
Its President