



RESOLUTION NO. 91-051

RESOLUTION ADOPTING AN INTERLOCAL
SANITARY SEWER INTERCEPTOR AGREEMENT
WITH THE TOWN OF ADDISON.

WHEREAS, the Cities are authorized by the Interlocal Cooperation Act Article 4413 (32C), Vernons Texas Civil Statutes, as amended to enter into cooperative agreements.

WHEREAS, the City of Farmers Branch and the Town of Addison have a serious need for expanding the sewage capacities of the existing sanitary sewer system in Farmers Branch; and,

WHEREAS, the Cities have agreed that the most economical method of providing adequate sewage capacity is through a joint sanitary sewer interceptor tunnel and conventional system improvements; and,

WHEREAS, the Interlocal Sanitary Sewer Interceptor agreement enables the necessary procedures to jointly design, fund, construct and operate the proposed improvements; and,

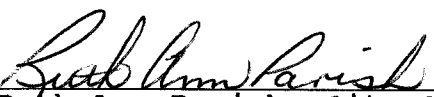
NOW, THEREFORE, BE IT RESOLVED, by the City of Farmers Branch, Texas that:

SECTION 1. The City Council does hereby approve the Interlocal Sanitary Sewer Interceptor agreement with the Town of Addison.

SECTION 2. The City Manager is authorized to execute the Interlocal Sanitary Sewer Interceptor agreement between the City of Farmers Branch and the Town of Addison.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS this the 18th day of March, 1991.

ATTEST:




Ruth Ann Parish, City Secretary



David D. Blair, Mayor

APPROVED AS TO FORM:



City Attorney

STATE OF TEXAS

**INTERLOCAL SANITARY SEWER
INTERCEPTOR AGREEMENT**

COUNTY OF DALLAS

This *Interlocal Sanitary Sewer Interceptor Agreement* (together with any amendments and/or supplements, the or this "Agreement"), dated as of March 18, 1991, and executed by and between the *Town of Addison, Texas* ("Addison") and the *City of Farmers Branch, Texas* ("Farmers Branch"), Addison and Farmers Branch being herein collectively called the "Cities":

WITNESSETH:

WHEREAS, the Cities are authorized by the Interlocal Cooperation Act ("Interlocal Act"), Article 4413(32c), Vernon's Texas Civil Statutes, as amended, to enter into cooperative agreements for the purpose of fulfilling and implementing their respective public and governmental purposes, needs objectives, and programs; and

WHEREAS, the Cities each have a need for facilities for the purpose of discharging and transporting effluent, sewage and other permissible liquid wastes, and delivering the same to qualified points of treatment, and they have determined that economy and efficiency, and public safety can best be achieved through the construction and operation of a joint sanitary sewer interceptor project, the same to be generally located as shown on Exhibit A hereto and designated as the "Eastside Interceptor Sewer System" and consisting of the Interceptor Tunnel and the Collector Sewer Lines, herein collectively called the "PROJECT"; and

WHEREAS, the Cities have determined that the Project can best be designed, financed, constructed, owned, operated, and maintained by a single entity, acting on their behalf and as their administrative agency and instrumentality under the Interlocal Act; and

WHEREAS, accordingly, the Cities have agreed to the creation of a non-profit water supply corporation under and pursuant to Article 1434a, Vernon's Texas Civil Statutes, as amended, to perform the functions described herein;

NOW, THEREFORE, ADDISON AND FARMERS BRANCH AGREE AS FOLLOWS:

Section 1. Development of the Project.

- (a) The Cities agree to cause the Project to be provided for their benefit in accordance with the terms hereof.
- (b) The Project shall be designed, financed, developed, owned, and operated in accordance with the general procedures herein set forth.

Section 2. Creation, Powers and Duties of Administrative Agency.

- (a) The Cities agree that they will authorize and approve, by the adoption of concurrently adopted resolutions (the "Resolutions"), the incorporation and organization of a non-profit water supply corporation, to be named "North Dallas County Water Supply Corporation" (the "Corporation"), under and pursuant to Article 1434a, Vernon's Texas Civil Statutes, as amended.
- (b) The Corporation shall be incorporated for the purposes, shall have the powers, and shall be governed in the manner, set forth in the articles of incorporation and bylaws to be approved and attached to the Resolutions, subject to the conditions and limitations set forth herein.
- (c) The officers of the Corporation shall be selected in the manner set forth in the articles of incorporation except that the positions of President and Vice President shall not be persons appointed from the same City and the position of President and Vice President shall rotate between persons of different Cities at least every two years. Provided, however, that the first President shall be selected from among the persons appointed by Farmers Branch and shall serve until the normal expiration date of the term in effect on the date of completion of construction of the Project.
- (d) The Cities designate the Corporation as their administrative agency under the Interlocal Act and authorize it, when incorporated, to exercise the powers granted to it by law in furtherance of its corporate purposes, including, but not limited to, the following services and functions, but subject to the following limitations and conditions:
 - (i) To enter into contracts with engineers, attorneys, financial consultants, and other needed professionals for the purposes of designing, financing, and acquiring the Project, and preparing the Project for construction, and to enter into construction and construction management

contracts for the purpose of constructing, installing, and equipping the Project, subject to the requirement that construction shall not be commenced until the plans and specifications therefor have been approved by the governing body of each of the Cities;

(ii) To obtain land, easements, and rights-of-way for the Project, subject to the conditions that (A) no right-of way acquisition shall be made until the location thereof has been approved by the governing body of Farmers Branch, and (B) no interest in land or other property shall be acquired through the exercise of the Corporation's power of eminent domain until the use of such power in each specified case has been approved by each of the governing bodies of the Cities;

(iii) To enter into separate construction management, administration, or servicing agreements with Farmers Branch, by which Farmers Branch will provide personnel and management services to the Corporation during the period of construction within its corporate limits, and thereafter for the purpose of maintaining the Project, subject to the conditions that (A) such agreement shall not be effective until the same shall have been approved by the governing body of Addison, and (B) the costs to the Corporation of obtaining such services shall be included and budgeted as a part of the operating costs of the Corporation;

(iv) To issue bonds, notes, and other lawful forms of debt instruments, on behalf of the Cities, within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, for the purposes of providing, operating, and maintaining the Project, subject to the conditions that (A) such bonds, notes, and other debt instruments shall be payable solely and exclusively from the revenues of the Corporation from the ownership and operation of the Project and/or from individual and separate Sewer Interceptor Service Agreements entered into between the Corporation and Addison and/or the Corporation and Farmers Branch, executed by the respective Cities pursuant to Section 4(d) hereof, (B) no bonds, notes, or other debt instruments shall be issued until the same are approved by the Cities to the extent required by the articles of incorporation and bylaws of the Corporation, and (C) each and every bond, note, or other debt instrument shall contain a provision stating in effect, that the default by one of the Cities under any contract or agreement executed by it shall never be or constitute a default of or give rise to a claim against the non-defaulting City; and

(v) To Perform any function and duties imposed on it by the terms and provisions of any contract to which it is a party.

Section 3. Ownership of Project, Acceptance of Title.

- (a) The Project, subject to the requirements of, and to the rights reserved to the Cities in this Section, shall be owned by the Corporation, but shall be held and used solely for the public purposes of the Cities.
- (b) Subject to the provisions of Section 5, upon payment of all bonds, notes, and other debt instruments of the Corporation, title to the interceptor tunnel and each collector sewer line shall vest in, and by proper conveyance and instruments of title transfer be conveyed to the Cities in accordance with the respective percentages of allocated flows as set forth for the interceptor tunnel and each collector sewer line as set forth in Exhibit B, attached hereto.
- (c) The Cities, acting jointly, may, at any time, direct the Corporation to convey title to the Cities jointly in the undivided interests specified in subsection (b) of this Section, subject to the conditions that (i) the Cities shall severally assume and agree to pay, in proportion to their respective ownership interest in the Project, their respective share of all obligations of the Corporation of every nature and kind, and (ii) such transfer and assumption shall not in any respect alter or modify the obligations to make payments in the manner, from the respective City, from the sources, to the persons, and in the amounts required by the terms of any contract or agreement theretofore executed by the Cities, respectively, and pledged to pay any bonds, notes, or other debt instruments theretofore issued by the Corporation and at the time outstanding.
- (d) From and after the date of receipt of title to the Project under any of the provisions of this Section, the Project, and its costs, expenses, and obligations shall be operated, maintained, and paid for in the same manner and in the same proportions as in effect on the date of such transfer until such time as the Cities shall mutually agree otherwise.

Section 4. Allocation of Costs Prior to Completion.

- (a) For purposes of this Section, the following terms have the following meanings, to-wit:

"Development Costs" means the fees, costs, reimbursable expenses, construction contract amounts, costs of contract supervision and management, and similar costs relating to the Project, due and owing to engineers, contracting contract managers, and the costs, fees and expenses incurred in connection with the Project.

"Financing Costs" means costs, such as the payments to be made to financial advisors, bond counsel, underwriters, and printers, incurred by the Corporation for services rendered to each of the Cities, respectively, in connection with financing of its share of the costs of the Project.

"General Overhead Costs" means the general costs and expenses of the Corporation incurred prior to and on account of the completion of the Project for accounting, legal, and similar costs incurred by the Corporation that are not included as a Financing Cost or a Development Cost, and that are not related specifically to a Collector Sewer Line or to the Interceptor Tunnel designated on Exhibit A, attached hereto.

- (b) It is agreed by the Cities that unless an adjustment shall be made pursuant to Section 5, the Development Costs shall be paid for by the Cities, respectively, in the respective percentages of allocated flows as set forth for the Interceptor Tunnel and the Collector Sewer Lines, as set forth in Exhibit B, attached hereto. To the extent such costs are not allocated to each specific portion of the Project by specific contracts, the Cities shall mutually agree as to the amount to be allocated to each portion of the Project.
- (c) It is agreed by the Cities that each of Farmers Branch and Addison, respectively, shall pay 100% of the Financing Costs incurred in connection with the financing of its share of the total costs of the Project.
- (d) It is agreed by the Cities that Farmers Branch shall pay 45%, and Addison shall pay 55% of the General Overhead Costs.
- (e) It is agreed and understood that each of the Cities may obtain funds for all or any portion of its costs required to be paid under this Section from any lawfully available source, including financing provided to each of the respective Cities by the Corporation under separate contracts and agreements between the applicable City and the Corporation.
- (f) Prior to the date the Project becomes operational, the Corporation shall, in accordance with the procedures established in its bylaws, establish preliminary budgets and operating and maintenance standards and costs for all purposes. To the extent not provided for in lump sum, Addison shall pay, in the form of periodic advances, made monthly when and as billed therefor, its share of the amounts thus established, determined in accordance with Section 4, and Farmers Branch shall pay its share thereof as determined under Section 4.

- (g) The Corporation, to the extent it lawfully may do so, shall include within the amounts of bonds, notes, or other debt instruments issued by it sums that are sufficient to reimburse and repay the Cities, respectively, for the advances made prior to operation as provided in subsections 4 (b), (f) of this section.

Section 5. Adjustment of Cost and Ownership Allocations.

- (a) The ownership shares and the cost allocations made in Sections 3 and 4 hereof are made upon the basis of assumed use of the Project by Addison from areas located in the Addison Service Area as shown on Exhibit C, and by Farmers Branch from areas located in the Farmers Branch Service Area on Exhibit C.
- (b) In the event either of the Cities desires or proposes to deliver effluent into the Project from outside the respective Service Areas assigned to it under subsection (a) above and provided that both Cities determine and agree that it is in the best interest of the Project to accommodate the additional Service Area, then the Cities agree that adjustment shall be made in the ownership shares specified in Section 3 and reimbursement shall be provided of the costs allocated in Section 4. Such adjustments and reimbursements shall be reasonable in amount, as the Cities shall mutually approve and agree.
- (c) Until agreement is reached, each of the Cities agrees not to deliver effluent into the Project from any area outside the Service Area assigned to it in Exhibit C.

Section 6. Payment and Reimbursement of Operating and Maintenance Costs.

- (a) For purposes of this Section, the following terms have the following meanings, to wit:

"Operating Costs" means all costs of operating the interceptor tunnel and each collector sewer line including, but not limited to, the cost of metering and treating effluent, except the individual contracts and obligations each City has with the Trinity River Authority as specified in Section 6B, utilities, supervision, engineering, accounting, auditing, legal services, supplies, services, administrative costs and equipment necessary for the proper operation of the interceptor tunnel and each collector sewer line.

"Maintenance Costs" means all costs of adequately maintaining the interceptor tunnel and each collector sewer line including, but not limited to, the cost for engineering, inflow and infiltration studies and remedies; televising, cleaning, repairing, rehabilitating, replacing, and restoring the project; and meter repairs and recalibration.

- (b) After the Project becomes operational, the Cities shall pay their share of on-going operating and maintenance costs of the interceptor tunnel and each collector sewer line. Operating and maintenance costs that specifically relate to the interceptor tunnel and collector line(s) shall be paid in accordance with the respective percentages of allocated flows as set forth in Exhibit B, attached hereto. Any operating and maintenance costs that are not specifically related to the interceptor tunnel or a particular collector line(s) shall be paid collectively by the Cities, with Addison paying 55% and Farmers Branch paying 45% of operating and maintenance costs. Each City will pay directly to the Trinity River Authority (TRA), monthly payments for treating effluent, as metered and billed by the Trinity River Authority for each City, as specified in each Cities contractual agreement.
- (c) After the Project becomes operational, the Cities shall pay their share of annual operating costs in accordance with Section 6B and as set forth in the Corporations annual budget.
- (d) Each City agrees to establish a separate reserve account within the corporation to fund future maintenance costs as identified in Section 6A. The Corporation shall establish in each annual operating budget the appropriate contributions by each City for their reserve account.

All future maintenance costs shall be paid from each City's reserve account in accordance with the provisions as set forth in Section 6B. In the event that the Corporation should dissolve, each City shall receive the funds contained in their respective reserve account plus interest.
- (e) Except for the amounts required to be paid by the Cities in subsection (b, c, d) of this Section, and in Section 4, this Agreement does not obligate either of the Cities, and neither City agrees, to pay any amount of money for any purpose. All other monetary obligations of the Cities that might arise that relate to the Project, its financing, construction, and operations shall be set forth in separate Sewer Interceptor Service Agreements to be negotiated under the authority of Section 402.014, Local Government Code, as amended.

Section 7. Admission of Addison to the Trinity River Authority (TRA).

The Cities agree that Addison will be granted membership in the Trinity River Authority effective upon the date in which Addison first discharges wastewater into the interceptor tunnel, after it is completed and placed into service; provided that Addison shall not make any such initial discharge unless, at least 30 days prior thereto, the Cities shall have given written notice and assurance to the Trinity River Authority that the interceptor tunnel will be completed on a specified date.

Section 8. Term.


The term of this Agreement shall be one year from the date hereof and shall be automatically renewed for one year on each anniversary of the commencement date, provided, however, that either City can terminate this Agreement if the other City cannot adequately demonstrate the ability to provide full funding of the project by or on September 1, 1991.

Section 9. Acceptance by Corporation.

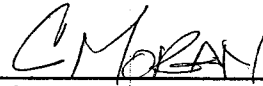
- (a) After the incorporation of the Corporation in accordance with the terms of this Agreement, this Agreement shall be submitted to the Corporation for its approval and acceptance. After such execution, this Agreement shall be in full force and effect.
- (b) After such acceptance, this Agreement shall be binding on the Corporation, and its obligations stated herein shall commence and be in effect on, from, and after the date of such acceptance.

EXECUTED AND DELIVERED by and between Addison and Farmers Branch on and as of the day and year first above written.


TOWN OF ADDISON, TEXAS

By: 
Town Manager

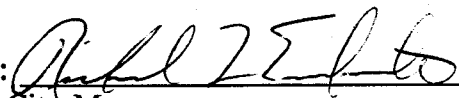
ATTEST:


Town Secretary

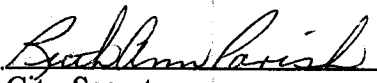
APPROVED AS TO FORM:


Town Attorney

CITY OF FARMERS BRANCH, TEXAS

By: 
City Manager

ATTEST:


City Secretary

APPROVED AS TO FORM:


City Attorney

ACCEPTANCE BY CORPORATION

The North Dallas County Water Supply Corporation accepts the terms and provisions of this Interlocal Sewer Interceptor Agreement and agrees to be bound by its terms to the extent required, all on and as of this 15th day of August, 1991.

NORTH DALLAS COUNTY WATER SUPPLY
CORPORATION

By: 

[SEAL]

ATTEST:

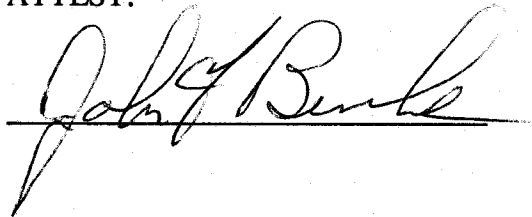
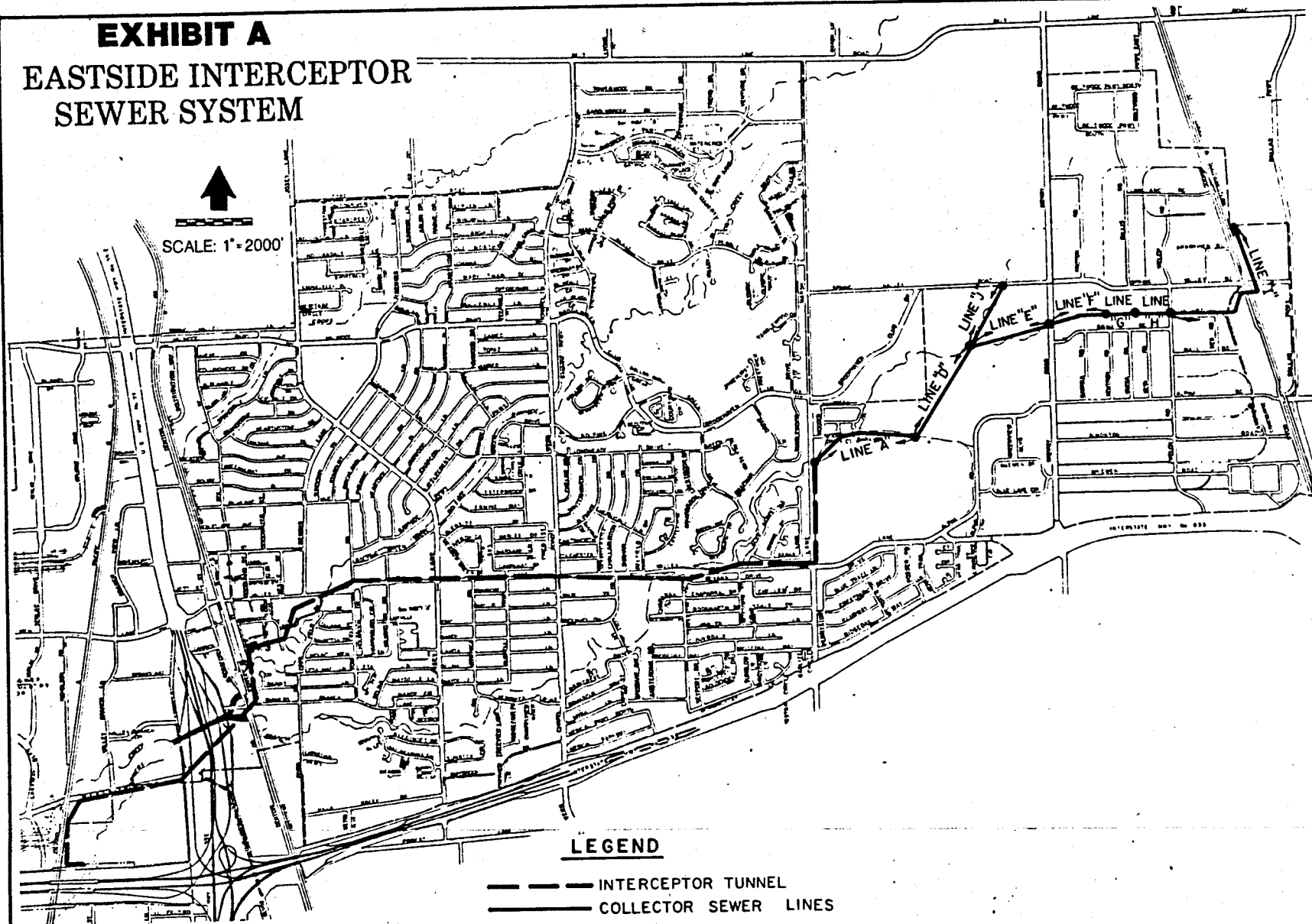


EXHIBIT A

EASTSIDE INTERCEPTOR SEWER SYSTEM



DATE: 9-21-90

EXHIBIT 'B'

ADDISON/FARMERS BRANCH INTERCEPTOR FLOW AND COST SUMMARY								
06-MAR-91								
Line	PROJECT Total Flow	Total Cost	Total Flow	ADDISON Percent of Allocated Flow	Cost	Total Flow	FARMERS BRANCH Percent of Allocated Flow	Cost
Tunnel	28.347	\$20,000,000.00	16.099	56.79%	\$11,358,521.18	12.248	43.21%	\$8,641,478.82
A	17.183	\$1,144,570.00	4.935	28.72%	\$328,723.33	12.248	71.28%	\$815,846.67
D	14.145	\$791,129.50	4.935	34.89%	\$276,014.43	9.210	65.11%	\$515,115.07
E	9.64	\$526,092.00	2.106	21.85%	\$114,932.55	7.534	78.15%	\$411,159.45
F	7.964	\$356,667.50	2.106	26.44%	\$94,317.15	5.858	73.56%	\$262,350.35
G	6.793	\$125,930.00	2.106	31.00%	\$39,041.45	4.687	69.00%	\$86,888.55
H	4.923	\$247,219.00	2.106	42.78%	\$105,757.31	2.817	57.22%	\$141,461.69
I	4.113	\$802,424.00	2.106	51.20%	\$410,869.18	2.007	48.80%	\$391,554.82
J	2.829	\$290,514.00	2.829	100.00%	\$290,514.00			\$0.00
TOTALS		\$24,284,546.00			\$13,018,690.57			\$11,265,855.43

- The costs associated with administration, financing and engineering management of the water supply corporation is estimated at \$100,000 annually.
- The costs shown on this chart are "Engineer's Opinion of Probable Costs" based on available information.
- The flows shown for each line segment are calculated ultimate flows for the Interceptor System. These flows are based on studies and reports completed by Farmers Branch and Addison in June of 1990, and are the maximum allowable flows from the respective cities.

LEGEND

-  ADDISON SEWER SERVICE AREA
-  FARMERS BRANCH SEWER SERVICE AREA

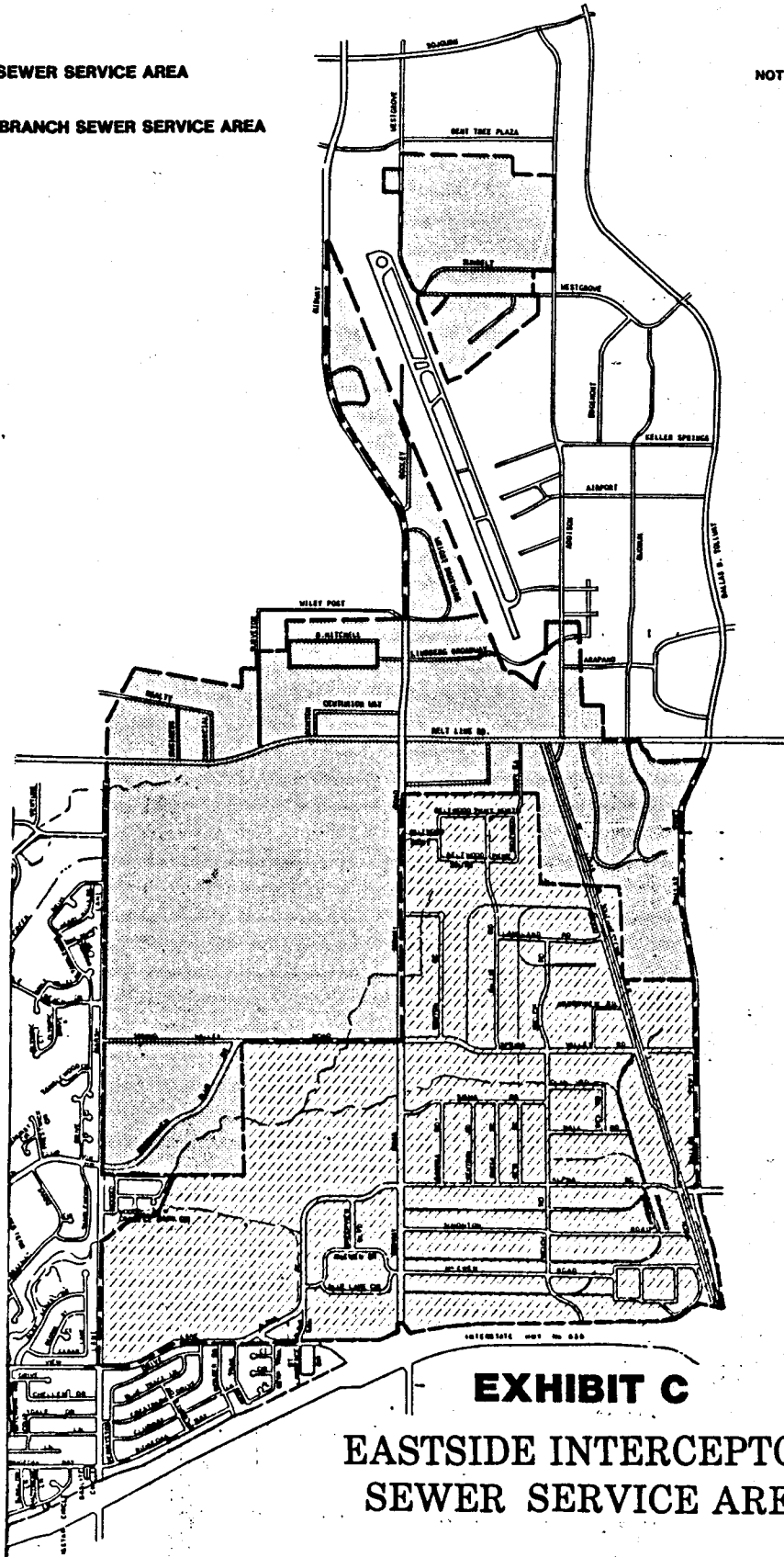


EXHIBIT C

EASTSIDE INTERCEPTOR SEWER SERVICE AREA

CONCURRENT RESOLUTION



RECEIVED

JUN 27 1991

OFFICE OF
CITY MANAGER

ADDISON RESOLUTION NO. R91-035

FARMERS BRANCH RESOLUTION NO. 91-052

A RESOLUTION ADOPTED CONCURRENTLY
BY THE TOWN COUNCIL OF THE TOWN OF
ADDISON AND BY THE CITY COUNCIL OF
THE CITY OF FARMERS BRANCH
AUTHORIZING THE CREATION OF THE
NORTH DALLAS COUNTY WATER SUPPLY
CORPORATION FOR LIMITED PURPOSES;
AND CONTAINING OTHER PROVISIONS
RELATING TO THE SUBJECT.

WHEREAS, Article 1434a, Texas Revised Civil Statutes Annotated, as amended (the "Act"), authorizes the creation of water supply corporations for the purpose of financing and furnishing sewer services to towns and cities; and

WHEREAS, the Town of Addison("Addison") and the City of Farmers Branch ("Farmers Branch") each have a serious need to provide sewer interceptor services to serve their respective sewer systems and have jointly concluded and agreed that the most efficient and least costly method of financing and providing such services is through an instrumentality (the "Corporation") created under the Act to provide the same on a joint basis; and

WHEREAS, The Corporation will be incorporated, organized, and operated as a nonprofit corporation pursuant to the provisions of the Act with powers strictly limited to the providing of such services and the financing thereof; and

WHEREAS, after incorporation, the Corporation, Addison, and Farmers Branch intend to negotiate and enter into acceptable contracts for sewer interceptor services pursuant to the authority granted to cities and towns under Section 402.014, Local Government Code, and the Act, with payments thereunder to be pledged to the payment of Bonds issued by the Corporation for such purposes upon terms approved by Addison and Farmers Branch;

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS:

Section 1. That the incorporation of the Corporation is hereby authorized and approved as a water supply corporation under the provisions of the Act.

Section 2. That the Articles of Incorporation of the Corporation, in the form attached hereto, are hereby approved and the incorporators are authorized to file the same with the Secretary of State as provided by the Act.

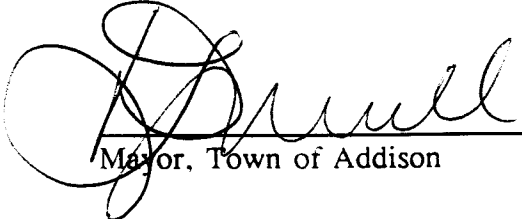
Section 3. That the Bylaws of the Corporation, in the form attached hereto, are hereby approved, and the same shall be adopted by the board of directors of the Corporation prior to the commencement of its business.

Section 4. That Addison hereby appoints the persons named in Article Eight of the Articles of Incorporation in Place 1, Place 2, and Place 3, as initial members of the board of directors of the Corporation.

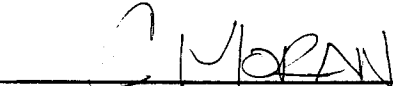
Section 5. That Farmers Branch hereby appoints the persons named in Article Eight of the Articles of Incorporation in Place 4, Place 5, and Place 6, as initial members of the board of directors of the Corporation.

Section 6. That, upon dissolution of the Corporation, Addison and Farmers Branch hereby agree to and shall accept title to any and all real, person, or interests as shall be specified in a separate interlocal agreement to be prepared and submitted to and approved and accepted by Addison and Farmers Branch.


PASSED AND APPROVED by the Town Council of Addison, Texas on this 26th day of March, 1991.


Mayor, Town of Addison

ATTEST:


City Secretary

APPROVED AS TO FORM:


Town Attorney

RECEIVED



JUN 27 1991

CONCURRENT RESOLUTION

ADDISON RESOLUTION NO. R91-034

OFFICE OF
CITY MANAGER

FARMERS BRANCH RESOLUTION NO. 91-052

A RESOLUTION ADOPTED CONCURRENTLY BY THE CITY COUNCIL OF THE TOWN OF ADDISON AND BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH AUTHORIZING THE CREATION OF THE NORTH DALLAS COUNTY WATER SUPPLY CORPORATION FOR LIMITED PURPOSES; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

WHEREAS, Article 1434a, Texas Revised Civil Statutes Annotated, as amended (the "Act"), authorizes the creation of water supply corporations for the purpose of financing and furnishing sewer services to towns and cities; and

WHEREAS, the Town of Addison ("Addison") and the City of Farmers Branch ("Farmers Branch") each have a serious need to provide sewer interceptor services to serve their respective sewer systems and have jointly concluded and agreed that the most efficient and least costly method of financing and providing such services is through an instrumentality (the "Corporation") created under the Act to provide the same on a joint basis; and

WHEREAS, the Corporation will be incorporated, organized and operated as a nonprofit corporation pursuant to the provisions of the Act with powers strictly limited to the providing of such services and the financing thereof; and

WHEREAS, after incorporation, the Corporation, Addison, and Farmers Branch intend to negotiate and enter into acceptable contracts for sewer interceptor services pursuant to the authority granted to cities and towns under Section 402.014, Local Government Code, and the Act, with payments thereunder to be pledged to the payment of Bonds issued by the Corporation for such purposes upon terms approved by Addison and Farmers Branch;

OFFICE OF THE CITY SECRETARY RESOLUTION NO. R91-034

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS:

SECTION 1. That the incorporation of the Corporation is hereby authorized and approved as a water supply corporation under the provisions of the Act.

SECTION 2. That the Articles of Incorporation of the Corporation, in the form attached hereto, are hereby approved and the incorporators are authorized to file the same with the Secretary of State as provided by the Act.

SECTION 3. That the Bylaws of the Corporation, in the form attached hereto, are hereby approved, and the same shall be adopted by the board of directors of the Corporation prior to the commencement of its business.

SECTION 4. That Addison hereby appoints the persons named in Article Eight of the Articles of Incorporation in Place 1, Place 2, and Place 3, as initial members of the board of directors of the Corporation.

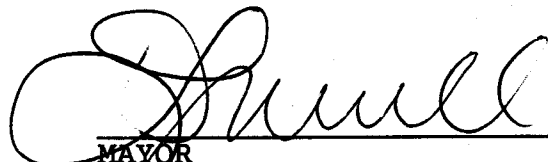
SECTION 5. That Farmers Branch hereby appoints the persons named in Article Eight of the Articles of Incorporation in Place 4, Place 5, and Place 6, as initial members of the board of directors of the Corporation.

SECTION 6. That, upon dissolution of the Corporation, Addison and Farmers Branch hereby agree to and shall accept title to any and all real, person, or interests as shall be specified in a separate interlocal agreement to be prepared and submitted to and approved and accepted by Addison and Farmers Branch.

OFFICE OF THE CITY SECRETARY

RESOLUTION NO. R91-034

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON,
TEXAS, this the 26th day of March, 1991.


MAYOR

ATTEST:


CITY SECRETARY


CITY ATTORNEY