

Addison 50!

50 YEARS OF FUN!

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

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

SEPTEMBER 23, 2003

7:30 P.M.

COUNCIL CHAMBERS

5300 BELT LINE ROAD

REGULAR SESSION

Item #R1 – Consideration of Old Business

Item #R2 – Consent Agenda

CONSENT AGENDA

#2a – Approval of the Minutes for the September 9, 2003 Council Meeting.

#2b – Consideration of approval of construction and authorization of final payment in the amount of \$14,583.47 to Texas Electric Utility Construction, Inc. for the Wright Brothers Drive and Wiley Post Road waterline replacement.

Item #R3 – Consideration of an Ordinance approving a meritorious exception to Chapter 62, Signs, Section 62-163, Area, on application from Two Rows Restaurant and Brewery, located at 17225 Dallas Parkway.

Attachments:

1. Staff Report
2. Memorandum from Lynn Chandler, Building Official
3. Application
4. Plans

Administrative Recommendation:

Administration recommends approval.

Item #R4 – Consideration of approval of a contract with the law offices of Robert L. McCallum for legal services associated with the collection of delinquent taxes.

Attachments:

1. Council Agenda Item Overview
2. Contract

Administrative Recommendation:

Administration recommends approval.

Item #R5 – Consideration of an Ordinance of the Town of Addison, Texas amending the annual budget, as amended for the fiscal year ending September 30, 2003; providing for a repeal clause and declaring an emergency.

Attachments:

1. Council Agenda Item Overview
2. Ordinance

Administrative Recommendation:

Administration recommends approval.

Item #R6 – **PUBLIC HEARING** and discussion of the Town of Addison, Texas annual budget for the fiscal year ending September 30, 2004.

Item #R7 – Consideration of an Ordinance of the Town of Addison, Texas approving and adopting the annual budget for the fiscal year beginning October 1, 2003 and ending September 30, 2004; providing that said expenditures for said fiscal year shall be made in accordance with said budget; providing for a repeal clause and declaring an emergency.

Attachments:

1. Council Agenda Item Overview
2. Ordinance
3. Budget

Administrative Recommendation:

Administration recommends approval.

Item #R8 – Consideration of an Ordinance of the Town of Addison, Texas fixing and adopting the tax rate of \$.4228 on all taxable property for the year 2003; and declaring an emergency.

Attachments:

1. Council Agenda Item Overview
2. Ordinance

Administrative Recommendation:

Administration recommends approval.

Item #R9 – Presentation and discussion of the new Water Utility Rate Communication Plan.

Attachment:

1. Council Agenda Item Overview

Item #R10 – Consideration of an Ordinance amending Chapter 82 of the Town of Addison Code of Ordinances by amending sewage rates and water rates for all customer classifications.

Attachments:

1. Council Agenda Item Overview
2. Ordinance

Administrative Recommendation:

Administration recommends approval.

Item #R11 – Consideration of an Ordinance amending the Town of Addison Code of Ordinances, Chapter 66 (Solid Waste), Article II (Collection and Disposal), Division 2 (Service Charge) by amending Section 66-52 (Single Dwelling Units) regarding the mandatory monthly fee for garbage collection, hauling and disposal from residences.

Attachments:

1. Council Agenda Item Overview
2. Ordinance

Administrative Recommendation:

Administration recommends approval.

Item #R12 – Consideration of a Resolution authorizing the City Manager to enter into a contract in the amount of \$69,225.67 with Tru Green LandCare for landscape and irrigation maintenance in Addison Circle and Addison Circle Park.

Attachments:

1. Council Agenda Item Overview
2. Bid Information
3. Contract

Administrative Recommendation:

Administration recommends approval.

Item #R13 – Consideration of a Resolution authorizing the City Manager to enter into a contract in an amount not to exceed \$1,300,000.00 with Houston-Galveston Area Council for the purchase of two fire vehicles.

Attachments:

1. Council Agenda Item Overview
2. Memorandum from Chief Padden
3. Resolution

Administrative Recommendation:

Administration recommends approval.

Item #R14 – Consideration of a Resolution authorizing the City Manager to accept the Part 150 Noise Study and Master Plan Update, including certification of the Noise Exposure Map Document (NEM) and the Noise Compatibility Program Document.

Attachments:

1. Council Agenda Item Overview
2. Noise Compatibility Summary
3. Noise Compatibility Study

Administrative Recommendation:

Administration recommends approval.

Item #R15 – Consideration of a Resolution approving the purchase of an easement for permanent right-of-way purposes in a 0.068 acre tract of land generally located at 15107 Addison Road (Café Capri), and approving an easement agreement in connection with such purchase; and providing an effective date.

Attachments:

1. Council Agenda Item Overview
2. Resolution
3. Easement Agreement

Administrative Recommendation:

Administration recommends approval.

Item #R16 – Consideration of a Resolution authorizing the City Manager or the City Manager’s designee to execute an electric supply agreement pursuant to the contract to be signed by Cities Aggregation Power Project, Inc. (CAPP) for deliveries of electricity effective January 1, 2004; authorizing eligible designees to include the Chairman of CAPP; providing an effective date.

Attachments:

1. Council Agenda Item Overview
2. Resolution

Administrative Recommendation:

Administration recommends approval.

Adjourn Meeting

Posted 5:00 p.m.
September 19, 2003
Carmen Moran
City Secretary

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

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

September 9, 2003
7:30 p.m. - Council Chambers
5300 Belt Line Road

Present: Mayor Wheeler, Councilmembers Chow, Hirsch, Mallory, Silver, Turner
Absent: Niemann

Item #R1 – Consideration of Old Business

The following employees were introduced to the Council: Junior Compass (Finance), David Ogaz (Public Works).

Ron Whitehead, City Manager, also introduced Carlos Vazquez. Through sponsorship of ICMA, Mr. Vazquez will be visiting the Town for two months.

Item #R2 – Consent Agenda

Item #2a – Approval of the Minutes for the August 25, 2003, August 26, 2003 and August 28, 2003 Council meeting and work sessions.

Councilmember Mallory moved to duly approve the Minutes of the August 25, 2003, August 26, 2003 and August 28, 2003 Council meeting and work sessions. Councilmember Turner seconded. The motion carried.

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Silver, Turner
Voting Nay: None
Absent: Niemann

Item #R3 – Appointment of a member to the DART Advisory Committee.

Mayor Wheeler moved to appoint Roger Mellow, 14840 Lochinvar Drive, to the DART Advisory Committee. Councilmember Silver seconded. The motion carried.

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Silver, Turner
Voting Nay: None
Absent: Niemann

Item #R4 – Consideration of approval of a final plat for two lots on 8.306 acres, located on the north side of Belt Line Road, between Addison Road and Quorum Drive, on application from Beltway Commercial Real Estate represented by Mr. Jim Riley of Brockette-Davis-Drake.

Councilmember Mallory moved to approve a final plat for two lots on 8.306 acres, located on the north side of Belt Line Road, between Addison Road and Quorum Drive, on application from Beltway Commercial Real Estate, subject to the following conditions:

1. The lot line between Lots 1 and 2 should be better defined on the plat.
2. A 30-foot drainage and ingress/egress easement shall be provided that connects all lots, including Lot 2, Block A, Beltway-Centre Addition, to Addison Road.
3. Site/Civil drawings must be prepared and approved by the Town in advance of any construction improvements on-site and off-site. Any revisions to the existing water, sewer, drainage, or paving infrastructure may require new utility or access easements.

Councilmember Hirsch seconded. The motion carried.

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Silver, Turner

Voting Nay: None

Absent: Niemann

Item #R5 – **PUBLIC HEARING** and consideration of an Ordinance approving an amendment to a existing Special Use Permit for the sale of alcoholic beverages for off-premises consumption only, located at 14851 Inwood Road, on application from Goody-Goody Liquor, represented by Mr. Gordon Wilson.

Mayor Wheeler opened the meeting as a public hearing. There were no questions or comments. Mayor Wheeler closed the meeting as a public hearing.

Councilmember Silver moved to duly pass Ordinance No. 003-027 approving an amendment to a existing Special Use Permit for the sale of alcoholic beverages for off-premises consumption only, located at 14851 Inwood Road, on application from Goody-Goody Liquor, subject to the following conditions.

1. Prior to the issuance of a building permit, the applicant shall submit a detailed landscape plan for the entire site that shows new and existing landscaping. All dead or missing trees and shrubs will need to be replaced, and the irrigation system will need to be brought up to the current standards outlined in the landscape regulations.
2. Any new mechanical equipment added to the roof of the building shall be screened from view with a material that is aesthetically compatible to the building. The Building Official shall make the determination as to what material is aesthetically compatible.

Councilmember Turner seconded. The motion carried.

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Silver, Turner
Voting Nay: None
Absent: Niemann

After the Council voted, Mr. Joe Jansen, owner of Goody-Goody Liquor, asked to address the Council. Mr. Jansen complimented the zoning staff and the Police Department.

Item #R6 – **PUBLIC HEARING** on the Town's annual budget for the fiscal year beginning October 1, 2003 and ending September 30, 2004.

Mayor Wheeler opened the meeting as a public hearing. There were no questions or comments. Mayor Wheeler closed the meeting as a public hearing.

No action was taken.

Item #R7 – Consideration of a Resolution authorizing the City Manager to enter into a contract in an amount not to exceed \$48,164.00 with Hotel Intercontinental to host the 2004 North Texas Jazz Festival in Addison.

Councilmember Silver moved to duly pass Resolution No. R03-084 authorizing the City Manager to enter into a contract in an amount not to exceed \$48,164.00 with Hotel Intercontinental to host the 2004 North Texas Jazz Festival in Addison. Councilmember Chow seconded. The motion carried.

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Silver, Turner
Voting Nay: None
Absent: Niemann

Item #R8 – Consideration of a Resolution authorizing the staff to file applications to DART for fiscal year 2003-2004 for DART LAP/CMS funds in the amount of \$1,290,000.00 for transportation related projects.

Councilmember Mallory moved to duly pass Resolution No. R03-085 authorizing the staff to file applications to DART for fiscal year 2003-2004 for DART LAP/CMS funds in the amount of \$1,290,000.00 for transportation related projects. Councilmember Turner seconded. The motion carried.

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Silver, Turner
Voting Nay: None
Absent: Niemann

Item #R9 – Presentation and update of new regulations from the Texas Commission on Environmental Quality (TCEQ) regarding the Town's discharge of storm water.

No action was taken.

Item #R10 – Presentation of the Addison Airport runway pavement evaluation.

No action was taken.

Item #R11 – Consideration of a Resolution authorizing the City Manager to enter into an Economic Development Incentive Agreement (grant agreement) with Frito-Lay, Inc. in connection with the construction of certain improvements by Frito-Lay, Inc. at Addison Airport.

Councilmember Turner moved to duly pass Resolution No. R03-086 authorizing the City Manager to enter into an Economic Development Incentive Agreement (grant agreement) with Frito-Lay, Inc. in connection with the construction of certain improvements by Frito-Lay, Inc. at Addison Airport, subject to final approval by the City Manager and the City Attorney. Councilmember Mallory seconded. The motion carried.

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Silver, Turner

Voting Nay: None

Absent: Niemann

Item #R12 – Consideration of a Resolution authorizing the City Manager to enter into a Ground Lease between the Town of Addison, as Landlord, and Frito-Lay, Inc., as Tenant, for the lease of certain premises located at Addison Airport.

Mayor Wheeler opened the meeting as a courtesy public hearing. The following persons spoke on this item.

- Bill Sines, Addison Resident
- Russell Bergman, Frito-Lay, Inc.
- Larry Kimbler, Staubach Company

Mayor Wheeler closed the meeting as a courtesy public hearing.

Councilmember Mallory moved to duly pass Resolution R03-087 authorizing the City Manager to enter into a Ground Lease between the Town of Addison, as Landlord, and Frito-Lay, Inc., as Tenant, for the lease of certain premises located at Addison Airport. Councilmember Turner seconded. The motion failed.

Voting Aye: None

Voting Nay: Wheeler, Chow, Hirsch, Mallory, Silver, Turner

Absent: Niemann

Councilmember Chow moved to duly pass Resolution R03-087 authorizing the City Manager to enter into a Ground Lease between the Town of Addison, as Landlord, and Frito-Lay, Inc., as Tenant, for the lease of certain premises located at Addison Airport, subject to the City Manager's and the City Attorney's final approval. Councilmember Turner seconded. The motion carried.

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Silver, Turner
Voting Nay: None
Absent: Niemann

Item #R13 – Presentation of the status of the new Addison Airport Hangar Project.

No action taken.

Item #R14 – Consideration of a Resolution authorizing the City Manager to enter into a contract in an estimated amount of \$38,000.00 with First Southwest Asset Management (FSAM) for investment advisory services.

Councilmember Mallory moved to duly pass Resolution No. R03-088 authorizing the City Manager to enter into a contract in an estimated amount of \$38,000.00 with First Southwest Asset Management (FSAM) for investment advisory services, subject to the City Attorney's approval of the contract. Councilmember Turner seconded. The motion carried.

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Silver, Turner
Voting Nay: None
Absent: Niemann

Item #R15 – Consideration of an Ordinance approving the Town's FY2003-2004 Investment Policy and amending Section 2-207, Authorized Securities Investments; Section 2-209, Portfolio Maturities; and Section 2-211, Selection of Brokers/dealers of the Town of Addison Code of Ordinances.

Councilmember Turner moved to duly pass Ordinance No. 003-028 approving the Town's FY2003-2004 Investment Policy and amending Section 2-207, Authorized Securities Investments; Section 2-209, Portfolio Maturities; and Section 2-211, Selection of Brokers/dealers of the Town of Addison Code of Ordinances. Councilmember Mallory seconded. The motion carried.

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Silver, Turner
Voting Nay: None
Absent: Niemann

Item #R16 – Consideration of a Resolution adopting the Town of Addison Investment Strategy for FY 2003-2004.

Councilmember Chow moved to pass Resolution No. R03-089 adopting the Town of Addison Investment Strategy for FY2003-2004. Councilmember Mallory seconded. The motion carried.

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Silver, Turner
Voting Nay: None
Absent: Niemann

EXECUTIVE SESSION. At 9:52 p.m. Mayor Wheeler announced that the Council would go into Executive Session to discuss the following items:

Item #ES1 - Closed (executive) session of the City Council, pursuant to Sections 551.071 and 551.072 of the Texas Government Code to deliberate the purchase or value of certain real property and to consult with and seek the advice of the City Attorney in connection with certain pending litigation, to wit: *Town of Addison v. Metro Brick Company, Inc. and Dennis Calander, Individually and as President of Metro Brick Company, Inc. et al.*, Cause No. 02-05062-E, Dallas County, Texas.

The Council came out of **Executive Session** at 10:04 p.m.

Item #R17 – Consideration of a Resolution authorizing the City’s Attorney to enter into an agreed judgment in *Town of Addison v. Metro Brick Company, Inc. and Dennis Calander, Individually and as President of Metro Brick Company, Inc. et al.*, Cause No. 02-05062-E, Dallas County, Texas

Councilmember Mallory moved to duly pass Resolution No. R03-090 authorizing the City’s Attorney to enter into an agreed judgment in *Town of Addison v. Metro Brick Company, Inc. and Dennis Calander, Individually and as President of Metro Brick Company, Inc. et al.*, Cause No. 02-05062-E, Dallas County, Texas. Councilmember Turner seconded. The motion Carried.

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Silver, Turner
Voting Nay: None
Absent: Niemann

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

Mayor

Attest:

City Secretary

Council Agenda Item #26

SUMMARY:

This item is for final payment and acceptance of improvements performed by Texas Electric Utility Construction, Inc., for the Wright Brothers/Wiley Post Waterline Replacement.

FINANCIAL IMPACT:

Budgeted Amount: \$320,000.00

Construction Cost: \$271,361.52

Source of Funds: Funds are available from the FY 2002-03 Water and Sewer Fund, as indicated in the Five Year Capital Replacement Program.

BACKGROUND:

The Public Works Department previously determined the need to replace an existing 8-inch cast iron water main on Wright Brothers Drive and Wiley Post Road. A contract was awarded to Texas Electric Utility Construction, Inc. for construction of this project. The original contract price for these improvements was \$271,361.52. The final construction cost of this project was \$291,669.39, which represents a \$20,307.87 increase from the original contract amount. The final construction cost was the result of unscheduled increases in certain quantities, including additional concrete pavement removal and replacement, in the amount of \$8,605, concrete curb & gutter removal and replacement, in the amount of \$2,323, gate valve installation, in the amount of \$2,385, and other miscellaneous quantity increases. The project was completed in March 2003. However, the Contractor did not submit the final payment request to the Town until August 2003.

The contractor has submitted his Affidavit of Bills Paid, Consent of Surety Company to Final Payment, and One-Year Maintenance Bond.

RECOMMENDATION:

Staff recommends that Council authorize final payment of \$14,583.47 to Texas Electric Utility Construction, Inc., and accept construction of the Wright Brothers/Wiley Post Waterline Replacement Project.



4613 Highway 1417 North
P.O. Box 2211
Sherman, Texas 75091
903.893.0949
www.texaselectric.com

#2B-2

INVOICE

CUSTOMER ADDRESS:

CITY OF ADDISON
5350 BELTLINE RD
ADDISON, TX 75001

INVOICE NUMBER : 21735
INVOICE DATE : 8/27/2003
WORK ORDER #: FINAL RETAINAGE
JOB #: 600170
TERMS : DUE UPON RECEIPT

JOB NAME OR DESCRIPTION :

WRIGHT BROTHERS WILEY POST WATERLINE REPLACEMENT

<u>DESCRIPTION :</u>	<u>AMOUNT</u>
TOTAL MISCELLANEOUS	14,583.47
<hr/>	
SUBTOTAL :	14,583.47
LESS: RETAINAGE :	<hr/>
GRAND TOTAL :	<u>14,583.47</u>

THANK YOU FOR YOUR BUSINESS!

PERIODIC ESTIMATE

PROJECT DESCRIPTION Wright Bros-Wiley Post Waterline Replacement

IN ACCOUNT WITH City of Addison August- Final Estimate Revised

ADDRESS 5350 Beltline Road Addison, Texas 75001

Unit No.	Description of Items	Unit	Estimated Quantities	Total Work Done This Estimate	Total Work Done Previous Estimate	Total Work Done On Contract	Contract Price	Amount
1	Trench Safety Design	LF	3996	0	3996	3996	0.68659	2743.61
2	Barricades & Signs	LS	1	0	1	1	3,432.96844	3,432.97
3	Remove & Replace Concrete Pave.	SY	606	0	700	700	91.54583	64,082.08
4	Remove & Replace Asphalt Drive	SY	174	0	194	194	51.49453	9,989.94
5	Remove & Replace Concrete Curb	LF	386	0	589	589	11.44323	6,740.06
6	Bore & Grout 8" Waterline	LF	125	0	125	125	240.30779	30,038.47
7	Remove & Replace Conc. Sidewalk	SY	11	0	20	20	91.54583	1,830.92
8	6" AWWA C-900 PVC	LF	215	0	190	190	13.78634	2,619.40
9	8" AWWA C-900 PVC	LF	3781	0	3781	3781	15.70774	59,390.96
10	8"x 8" Tapping Sleeve & 8" Valve	EA	3	0	3	3	1,819.39317	5,458.18
11	8" Gate Valve	EA	7	0	10	10	795.05261	7,950.53
12	6" Gate Valve	EA	14	0	14	14	564.10537	7,897.48
13	2" Gate Valve	EA	2	0	2	2	316.44940	632.90
14	Fire Hydrants	EA	9	0	9	9	1,479.16311	13,312.47
15	Remove & salvage Fire Hydrants	EA	9	0	9	9	129.81198	1,168.31
16	2" K Copper service to exist meter	EA	17	0	17	17	463.94280	7,887.03
17	2" K Copper service other open cut	EA	12	0	11	11	1,167.60978	12,843.71

PERIODIC ESTIMATE

PROJECT DESCRIPTION Wright Bros. - Wiley Post Waterline Replacement

August 2003

IN ACCOUNT WITH City of Addison

ADDRESS 5350 Beltline Road, Addison, Texas 75001

Unit No.	Description of Items	Unit	Estimated Quantities	Total Work Done This Estimate	Total Work Done Previous Estimate	Total Work Done On Contract	Contract Price	Amount
18	5/8" Water meter and box	EA	6	0	6	6	217.98205	1,307.89
19	1" Water meter and box	EA	8	0	8	8	272.98965	2,183.92
20	1 1/2" Water meter and box	EA	13	0	14	14	511.86704	7,166.14
21	2" Water meter and box	EA	2	0	1	1	595.51704	595.52
22	5/8" Water meter and box	EA	5	0	6	6	326.14345	1,956.86
23	1" Backflow with box	EA	7	0	8	8	340.14996	2,721.20
24	1 1/2" Backflow with box	EA	4	0	14	14	568.33937	7,956.75
25	2" Backflow with box	EA	1	0	1	1	604.25966	604.26
26	Test Backflow assembly	EA	15	0	5	5	114.43228	572.16
27	Transfer water service	EA	29	0	30	30	129.81198	3,894.36
28	Abandon existing water valve & salv	EA	15	0	15	15	92.72284	1,390.84
29	Abandon existing water main	EA	1	0	3	3	85.82421	257.47
30	Ductile Iron Fittings	TONS	3.56	0	3.56	3.56	1,817.16823	6,469.12
31	Water meter manhole	EA	2	0	2	2	1,373.18738	2,746.37
32	Concrete encasement	LF	40	0	40	40	22.88646	915.46
33	Connect existing water vault	EA	4	0	5	5	682.90897	3,414.54
34	New water vault lid	EA	2	0	3	3	549.25206	1,647.76

CONTRACTOR'S CERTIFICATION

I, David W. Estes, the undersigned upon oath do depose and say that I have full knowledge of the above and foregoing account, that the said account is just, correct, due, and according to law and that the amount claimed after allowing all just credits, is now due and wholly unpaid, and that I am authorized to make this affidavit, so help me God.

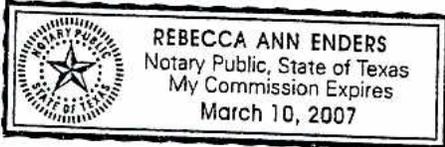
CLAIMANT: Texas Electric Utility Construction

BY: David W. Estes

Subscribed and sworn to before me 8-27-2003

My commission expires: 3-10-2007

Notary Public: Rebecca Ann Enders



ENGINEER'S CERTIFICATION

I certify that I have checked and verified this Estimate No. _____

for the period of _____ to _____

_____ inclusive, that the to the best of my knowledge and belief it is a true and correct statement of work performed and/or materials supplied by the Contractor.

BY: _____

DATE: _____

REMARKS: _____

Original Contract Amount	271,361.52
Total Additions	0.00
Total Deductions	0.00
Contract as Revised To Date	271,361.52
Total Amount of Work Done to Date	291,669.39
Materials on Hand	0.00
Total Work and Materials	291,669.39
Amount Retained (5) Percent	0.00
Balance	291,669.39
Less Previous Payments	277,085.92
Amount Due On Contract Estimate	14,583.47
Contract Time/ Calendar Days	150
Days Added or (Deleted)	0
Contract Time as Revised	0
Days Used This Estimate	0
Days Previously Used	
Total Days Used	
Days Remaining of (Late)	
Contract Completion Time	
Contractor's Estimated Completion Date	

#R3-1

MERTORIOUS EXCEPTION TO THE ADDISON SIGN ORDINANCE
STAFF REPORT
ME 2003-8

Date: September 15, 2003
Location of Request: 17225 Dallas Pkwy

Business: Two Rows Restaurant & Brewery

Sec. 62-163. Area.

Ordinance Requirement

Request

Variance

(5) Maximum letter/logo height of attached signs shall not exceed twice the allowable effective area as specified in subsections (1) and (2) of this section. Maximum letter/logo height of attached signs shall be determined by the following schedule:

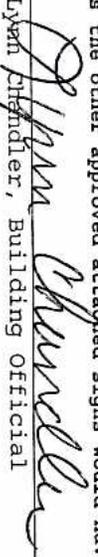
Sign Height (feet)	Maximum Letter/Logo Height (inches)
0 - 36	16
37 - 48	36
49 - 100	48
101 - 150	60
151 and up	7

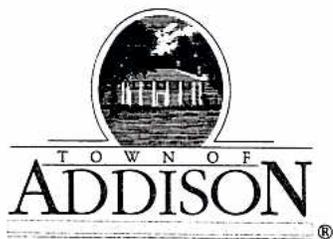
- a. Letter heights in excess of 72 inches must be approved by the city council.
- b. Not more than 50% of the letters in each individual sign height category may be 25% taller than the specified maximum letter/logo height.

The applicant is requesting:
1. A 41 sq ft attached building sign with letters 30" in height to be located on the west façade.

The ordinance allows 50% of the letters to be a maximum of 20 inches in height and the remaining 50% a maximum of 16 inches in height.

STAFF RECOMMENDATION: The attached building sign will be located approximately 147' from Addison Road. This building is allowed 200 sq ft of attached signage. This sign plus the other approved attached signs would have a total of approximately 100 sq ft. Therefore staff recommends approval of the sign as requested.

STAFF: 
Lynn Chendler, Building Official



BUILDING INSPECTION DEPARTMENT
(972) 450-2880 FAX (972) 450-2837

#23-2
Addison 50!
50 YEARS OF FUN!
16801 Westgrove
Post Office Box 9010 Addison, Texas 75001-9010

To: Carmen Moran, Director Development Services

From: Lynn Chandler, Building Official

Date: September 15, 2003

Subject: Exceptions to the Sign Ordinance

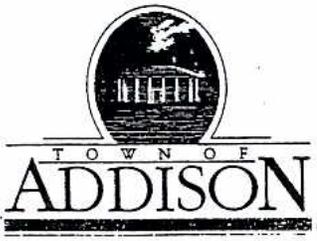
Two Rows received a meritorious exception for an attached sign with letters 30" in height, 41 square feet in area, and located on the southeast façade in August of this year. They are requesting a second one on the west façade.

The following list consists of several exceptions to the sign ordinance for attached signs.

1. Centennial Liquor Store located at 15055 Inwood Road was granted an exception to place more than one sign on the east façade. March 1999
2. Hallmark located at 14312 Marsh Lane was granted an exception for letter heights of 36" and 26" due to the thin stroke of the letters and being located 250' from Marsh Lane. June 2000
3. Abbotsford Court located at 14775 Midway Road was granted an exception for letter heights of 29" and 24 " due to the thin stroke of the letters and being located 300' from Midway road. June 2001
4. Dunhill Property Management was granted an exception to place four murals, 81 Sq. Ft. each, on the south façade and five murals, 75 Sq. Ft. each, on the west façade of Suite 840 at 5100 Belt Line Road. These murals were considered signage but were approved because they were not deemed to be a blight or offensive. October 2001
5. Gilbert's Delicatessen Restaurant located at 4930 Belt Line Road Suite 100 was granted an exception for letter heights of 24", 22" and 20" due to a set back of 278' from Belt Line Road. March 2001
6. Hilton Garden Inn located at 4090 Belt Line Road was granted an exception for letter heights of 22" due to a set back of 355' from Belt Line Road. June 2002.
7. Isotag located at 4355 Excel Parkway Suite 100 was granted an exception for an attached sign with a logo height of 31.5" and letter heights of 25" due to a setback of 120' from Excel Parkway.

8. BJ's Restaurant located at 4901 Belt Line Road was granted an exception for attached signs with letter heights of 39", 28", and murals with figures 8' and 9' in height. The signs were 110', 163', 135' and 143' respectively from Belt Line Road. December 2002.
9. Chip's Old Fashioned Hamburgers located at 4950 Belt line Suite 190 was granted an exception for an attached sign with letter heights of 30" due to a set back of 250' from Belt Line Road. April 2003.
10. Sigel's Liquor located at 15003 Inwood Road was granted an exception for an attached sign with letter heights of 24" due to a setback of 93' to 100' from Inwood Road. June 2003.
11. Two Rows located at 17225 Dallas Parkway was granted an exception for an attached Sign with letters heights of 30" due to a setback of 110' from Dallas Parkway. August 2003.
12. VartecTelcom/Excel was granted exceptions for attached signs with a 48" logo at their building located at 16675 Addison Road and a 36" logo for their building located at 4550 Excel Parkway. The exceptions were granted due to the setbacks and area of the facades the signs were located on. August 2003.

#R3-3



BUILDING INSPECTION DEPARTMENT

16801 Westgrove Drive

(972) 450-2880 Fax: (972) 450-2837

Post Office Box 9010 Addison, Texas 75001-9010

APPLICATION FOR MERITORIOUS EXCEPTION TO THE TOWN OF ADDISON SIGN ORDINANCE

APPLICATION DATE: 9-4-03 FILING FEE: \$200.00

APPLICANT: THE ALPHASIGN CENTRE INC

ADDRESS: 2152 W. NORTHWEST HWY SUITE #: 122

DALLAS TX 75220 PHONE #: 972-438-7497
CITY STATE ZIP

STATUS OF APPLICANT: OWNER TENANT AGENT XXX

LOCATION WHERE EXCEPTION IS REQUESTED:

17225 DALLAS PKWY ADDISON TX 75001

REASONS FOR MERITORIOUS EXCEPTION:

WEST ELEVATION: THIS LOCATION WOULD PROVIDE EXPOSURE
TO ADDISON RD TRAFFIC AND WOULD BE THE ONLY VISIBLE
BUILDING SIGN FROM ADDISON RD.

YOU MUST SUBMIT THE FOLLOWING:

10 COPIES OF THE PROPOSED SIGN SHOWING:

- 1. Lot Lines
- 2. Names of Adjacent Streets
- 3. Location of Existing Buildings
- 4. Existing Signs
- 5. Proposed Signs
- 6. Sketch of Sign with Scale and Dimensions Indicated (8 1/2 x 11 PLEASE)

Date Fees Paid 9-12-03 Check # 12099 Receipt # 15149

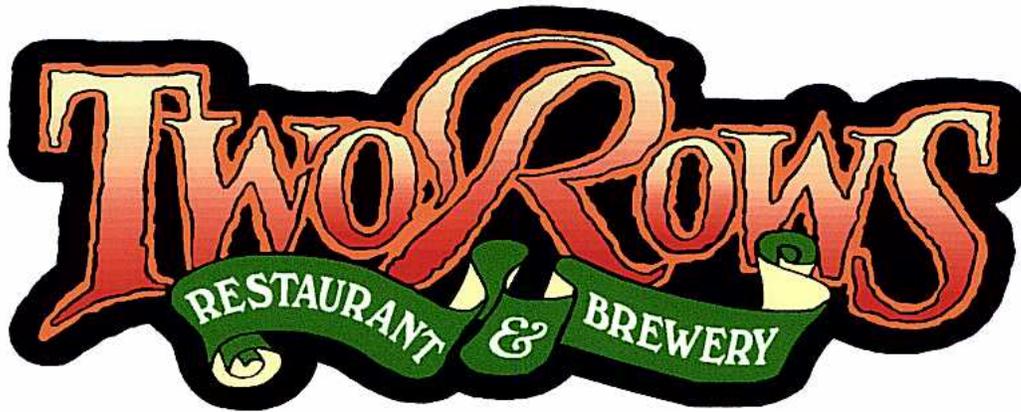
#R3-4



WEST ELEVATION

10ft.

49in.



30in. ltr

COLORS:

- ORANGE - 3650 - 54
- SUNFLOWER YELLOW - 3630 - 25
- GREEN - 3630 - 26

SURFACE AREA IS 40.8sq. ft.

"RES. & BREW." LETTER HEIGHT IS 6in.

AVERAGE LETTER HEIGHT OF TWO ROWS IS 28in.

TWO ROWS TO BE OPEN FACE CHANNEL LETTERS ILLUMINATED WITH NEON

"RES. & BREW." TO BE A LIGHT BOX WITH PLEX FACE

NOTE: ALL ELECTRICAL SIGNAGE TO HAVE A DEDICATED PRIMARY CIRCUIT PER SPECIFICATIONS OF SIGN VENDOR. ALL PRIMARY CIRCUIT TO BE PROVIDED BY OTHERS.



APPROVED BY

LOCATION

DATE

09/03/03

DATE

DRAWN BY

JW

FILE NAME: 2ROWS10

The **AlphaSIGN CENTRE**

AlphaNEON

Custom Signage - Specialty Neon
2152 W. Northwest Hwy 972-438-7497
Dallas, Texas 75220 FAX 972-259-2135

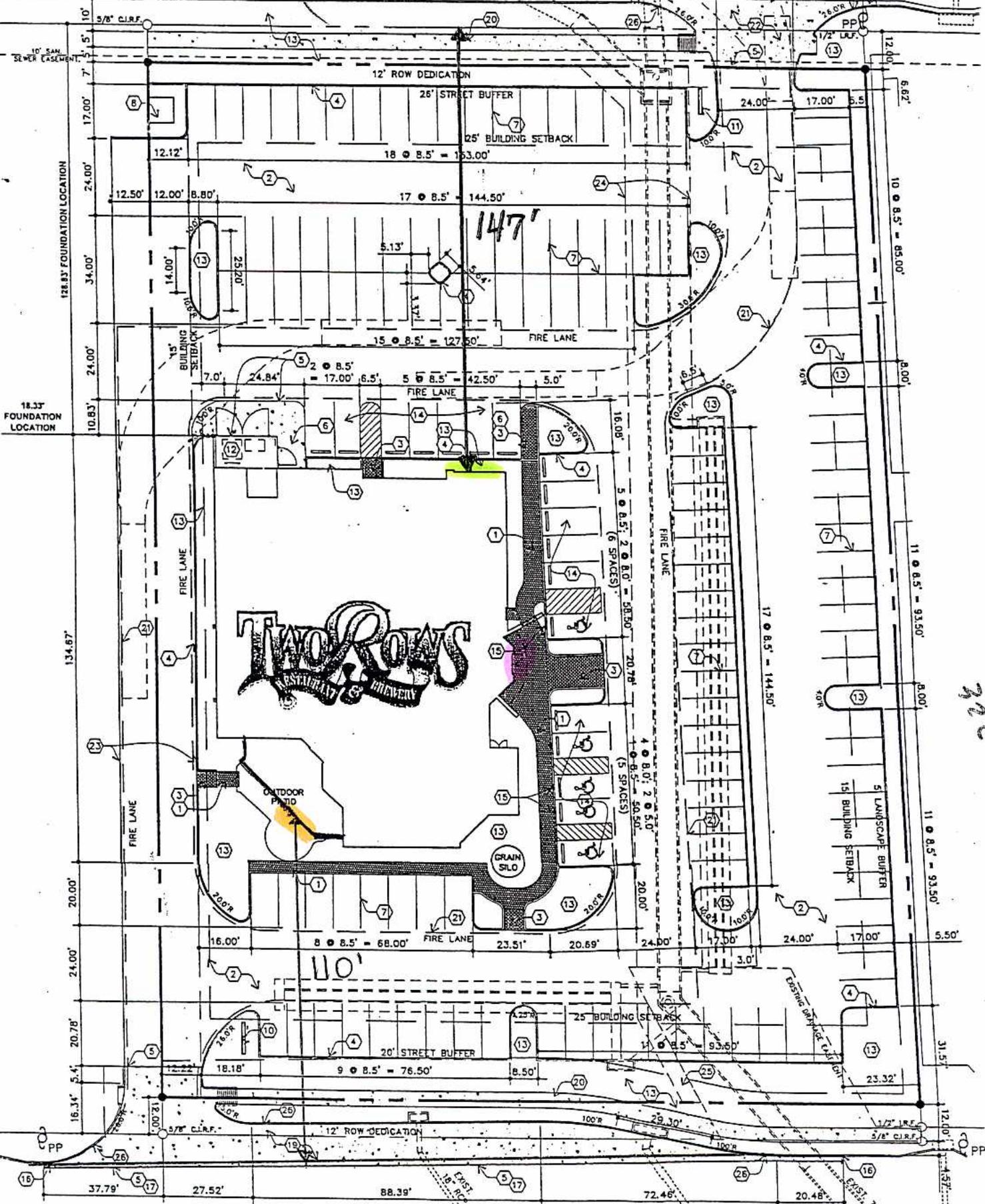
REQUESTED SIGN

APPROVED CONFORMING SIGN

APPROVED MERITORIOUS EXCEPTION

222'

ADDISON ROAD
(ASPHALT PAVING)



TWO ROWS
RESTAURANT & BREWERY

140'

222'

SB TOLLWAY FRONTAGE ROAD
(CONCRETE PAVING)

EXIST. 48' RCP

EXIST. 72' RCP

#R4-1

Council Agenda Item: R4

SUMMARY:

Council approval is requested of a contract with the law offices of Robert L. McCallum for legal services associated with the collection of delinquent taxes.

FINANCIAL IMPACT:

There is no net financial impact related to this item since delinquent taxpayers will pay all attorney fees.

BACKGROUND:

Taxes are levied in October each year, and they are considered delinquent on February 1st. On February 1st, the Town assesses a 7% penalty and interest fee on any delinquent taxes. An additional 2% penalty is assessed for each month that taxes are delinquent through June. If delinquent taxes are not paid by July 1st, the Town will assess a cumulative 18% penalty and interest fee on the unpaid balance. In addition, the Town will also assess a 15% collection fee for attorney costs related to the collection of delinquent accounts as of July 1st. The total penalty for delinquent taxes, therefore, is 33% for any unpaid balance as of July 1st. An additional 1% penalty and interest fee is assessed each month thereafter for all unpaid taxes.

The proposed contract is different from the current agreement with Larry McCallum in two respects. First, the Town is proposing that our collection fee be raised from 15% to the maximum statutory rate of 20% beginning with the 2003 tax roll. Since delinquent taxpayers pay all collection fees, the Town will not absorb any additional cost related to this increase. Second, we have incorporated some language in the attached contract to reflect the Town's new tax collection contract with Dallas County.

Larry McCallum has successfully served as the Town's delinquent tax collection attorney since 1992. Mr. McCallum has an extensive knowledge of both the property tax code and the Town of Addison. For this reason, we recommend that the Council authorize a contract with the law offices of Robert L. McCallum for the collection of delinquent taxes.

RECOMMENDATION:

Staff recommends approval of a contract with the law offices of Robert L. McCallum for legal services associated with the collection of delinquent taxes.

#R42

DELINQUENT TAX COLLECTION CONTRACT

STATE OF TEXAS §

COUNTY OF DALLAS §

THIS AGREEMENT is made and entered into by and between the TOWN OF ADDISON, TEXAS, hereinafter referred to as "Town," and the law firm of ROBERT L. McCALLUM, a Texas law firm, hereinafter referred to as "Firm."

I.

The Town agrees to employ and does hereby employ the Firm to enforce by suit or otherwise the collection of delinquent taxes, penalties and interest owing to the Town which are referred to the Firm for collection by the Town. This agreement shall commence with tax accounts referred to Firm after the date of this Agreement.

II.

The Town agrees to cause to be furnished copies of delinquent tax list to the Firm for any and each delinquent tax account upon which the Town desires that legal action be taken. The Town further agrees to cause to be provided updated delinquent tax list upon request by the Firm. Said delinquent tax list shall contain the name and address of the taxpayer, the amount of taxes, penalty and interest due from the taxpayer, the account number of the taxpayer, the collection fees due from the taxpayer, if any, and a description of the property upon which taxes were levied.

III.

Upon receipt of the delinquent tax list by the Firm, the Firm agrees to initiate procedures for the collection of the full amount due from each taxpayer. Within thirty (30) days from the

Firm's receipt of the delinquent tax list, the Firm hereby agrees to send, by first class mail, a demand letter to each and every delinquent taxpayer requesting said taxpayer to remit the full amount due and owing to the Town's tax office at no charge to the Town.

IV.

The Firm shall advise the Town of any case in which the taxpayer cannot be found, the enforcement of the tax lien cannot be accomplished, or further attempts at tax collection would be futile. In such cases, the Town shall advise the Firm as to the appropriate procedure to be followed.

V.

Following transmittal of the demand letter as specified hereinabove, the Firm will commence procedures in anticipation of litigation. The Town shall have discretion over which accounts suit should be filed. The transmittal of the delinquent tax list to the Firm from the Town shall constitute authorization to file suit following the mailing of the demand letter. Upon notice, the Town may at any time withdraw this authorization.

VI.

The Firm agrees to commence litigation, prosecute and reduce to judgment the delinquent accounts. Each suit filed shall seek: personal judgment against the individual taxpayer for all, taxes, penalty and interest; foreclosure of any tax lien which may exist by operation of law; any and all court costs incurred in prosecuting the suit and any collection fees which the taxpayer may be obligated to pay. The Firm shall perform litigation responsibilities and protect the Town's legal remedies including appeals, preparation of any documents required, post-judgment activities and any other actions necessary in order to collect the delinquent taxes. The Town shall pay or reimburse the Firm of any court costs or other expenses incurred in the filing or prosecution of the suit.

VII.

In all demand letters and all communications with taxpayers, the Firm shall inform and instruct the taxpayer to remit its payment to the Town's tax office.

VIII.

As compensation for the services rendered hereunder by the Firm, the Town hereby agrees to pay to the Firm the amount for attorney's fees for collection of delinquent taxes, penalty and interest established by the Town for the then applicable year, but in any event not to exceed twenty percent (20%) of the total amount of all delinquent taxes, penalty and interest for such years covered by the delinquent tax list and recovered by the Firm from the taxpayer or from forced sale. It is anticipated that the twenty percent (20%) fee will be assessed on delinquent taxes for the 2003 tax roll and beyond. All other recoveries by the firm will be at the rate of fifteen percent (15%) as stated in the prior contract. The Firm shall not be entitled to the aforesaid twenty percent (20%) unless and until the Firm has taken some action in connection with recovering delinquent taxes. The transmittal of the first and initial demand letter, as described hereinabove, shall constitute sufficient action in order to entitle the Firm to the fee aforesaid. In no event shall the Firm be entitled to said fee unless and until the Town's tax office actually collects the delinquent taxes, penalty and interest from the taxpayer or from the proceeds of a forced sale or foreclosure. The compensation due to the Firm shall be payable at the end of the month in which the delinquent taxes, penalty and interest are collected or reasonably soon thereafter. In no event shall this contract be construed to limit or waive any contract, agreement or right to payment of the Firm for compensation for legal services rendered, which services are not related to delinquent tax collection efforts.

IX.

Any settlement offer made to the Firm by any taxpayer in full satisfaction of the tax

liability shall promptly be relayed to the Town's tax office for approval or rejection. The Town shall have sole discretion over whether or not to settle for the amount proposed by the taxpayer. In any case in which the Town chooses to settle, the Firm shall be entitled to twenty percent (20%) of the amount agreed to in the settlement.

X.

This contract shall commence on the date of this Agreement, and shall continue and remain in full force and effect unless and until terminated by mutual agreement of both parties; provided, however, that either party to this agreement shall have the right to and may terminate this agreement upon written notice of intent to terminate given at least thirty (30) days prior to the date termination. In the event that either party desires to terminate this agreement after suit has been filed and before said suit has been reduced to judgment, the Firm shall have an additional six (6) months in which to reduce to judgment any suits previously filed and to complete work in progress.

XI.

The terms, obligations and requirements of this contract shall be construed in accordance with the laws of the State of Texas. The obligations and requirements of the parties hereto are performable in Dallas County, Texas.

XII.

In consideration of the terms, covenants and mutual agreements hereinabove stated, the Firm hereby accepts the employment of the Town and undertakes the performance of this contract as above stated.

XIII.

This contract is executed on behalf of the Town by the presiding officer of its governing body who is authorized to execute this instrument by order heretofore passed and duly

recorded in its minutes.

WITNESS the signatures of all parties hereto in single or multiple originals on this the _____ day of September, 2003, in Dallas County, Texas.

Robert L. McCallum
4560 Belt Line Road
Suite 320
Addison, Texas 75001
(972) 233-2833 (tele.)
(972) 233-3093 (fax)

TOWN OF ADDISON, TEXAS

By: _____
Title: _____

#R5-1

Council Agenda Item: #R5

SUMMARY:

Council approval is requested of an ordinance amending the Town of Addison 2002-03 Annual Budget.

FINANCIAL IMPACT:

There is no direct impact associated with this action. The amendment recognizes additional expenses that have been, or soon will be, incurred in the Airport fund.

BACKGROUND:

Usually only one budget amendment is presented to Council during the course of a fiscal year. However, in rare occasions circumstances warrant additional amendments to recognize budget changes that were not anticipated in the original budget amendment. Over the last few weeks, additional expenses have been incurred in the Airport fund. Most of the expenses relate to attorney costs associated with the through-the-fence litigation and Frito-Lay negotiations. Legal expenses are expected to total \$150,000 by the end of the 2003 fiscal year compared to only \$80,000 budgeted. Professional service fees have also increased due to appraisals related to the possible purchase of property adjacent to the airport. Finally, it has been determined that asbestos mitigation must occur prior to demolition of the Airport Terminal building.

The amendment increases Airport fund appropriations by \$111,850 and brings total budgeted appropriations for all funds to \$73,032,700

RECOMMENDATION:

It is recommended Council adopt the attached ordinance amending the 2002-03 budget.

#R5-2

AN ORDINANCE # _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING THE ANNUAL BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2003, BY AMENDING ORDINANCE 003-026; PROVIDING THAT EXPENDITURES SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; PROVIDING FOR A REPEAL CLAUSE AND DECLARING AN EMERGENCY.

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

SECTION 1. That in accordance with Section 5.08 of the City Charter, Ordinance No. 003-026 of the Town of Addison, Texas, amending the 2002-03 annual budget, be amended to appropriate \$73,144,550 for budget expenditures in the particulars stated in Exhibits A and C-14 attached and made a part of this ordinance.

SECTION 2. That all ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the city not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. The importance of this ordinance creates an emergency and an imperative public necessity, and the ordinance shall take effect and be in force from and after its adoption.

PASSED AND APPROVED BY MAJORITY VOTE OF THE CITY COUNCIL, this the ____ day of _____, 2003.

Mayor R. Scott Wheeler

ATTEST:

Carmen Moran, City Secretary

TOWN OF ADDISON
COMBINED SUMMARY OF REVENUES AND EXPENDITURES AND CHANGES IN FUND BALANCE
ALL FUNDS SUBJECT TO APPROPRIATION
Amended 2002-03 Annual Budget

	Special Revenue Funds			Debt Service Funds		Capital Project Funds				Proprietary Funds			TOTAL 2002-03	
	General Fund	Hotel	Combined Other	General	Occupancy Tax Revenue	Streets	2000 Bonds	2002 Bonds	2003 Bonds	Airport	Utility	Combined Replacement	Amended	Original
BEGINNING BALANCES	\$ 8,575,660	\$ 6,358,380	\$ 121,050	\$ 1,829,230	\$ 231,140	\$ 6,316,540	\$ 3,265,260	\$ -	\$ -	\$ 1,069,600	\$ 5,490,970	\$ 4,220,350	\$ 37,478,180	\$ 37,792,720
REVENUES:														
Ad valorem tax	5,864,110	-	-	6,543,590	-	-	-	-	-	-	-	-	12,407,700	12,407,700
Non-property taxes	9,520,000	3,300,000	-	-	-	-	-	-	-	-	-	-	12,820,000	13,520,000
Franchise fees	2,507,000	-	-	-	-	-	-	-	-	-	-	-	2,507,000	3,290,000
Licenses and permits	347,050	-	-	-	-	-	-	-	-	-	-	-	347,050	347,050
Intergovernmental	3,000	-	-	-	-	1,462,880	-	-	-	35,000	-	-	1,500,880	1,500,880
Service fees	1,176,490	765,000	-	-	-	-	-	-	-	1,139,250	7,041,100	1,334,580	11,456,420	11,366,420
Fines and penalties	770,000	-	116,000	-	-	-	-	-	-	-	65,000	-	951,000	835,000
Rental income	140,000	410,000	-	-	-	-	-	-	-	3,063,900	-	-	3,613,900	3,563,900
Interest & other income	237,000	97,700	14,200	75,000	3,000	200,000	100,000	15,495,000	8,050,000	79,800	300,000	120,000	24,771,700	16,891,700
TOTAL REVENUES	20,564,650	4,572,700	130,200	6,618,590	3,000	1,662,880	100,000	15,495,000	8,050,000	4,317,950	7,406,100	1,454,580	70,375,650	63,722,650
Transfers from other funds	-	-	-	-	740,000	-	-	-	-	-	-	-	740,000	370,000
TOTAL AVAILABLE RESOURCES	29,140,310	10,931,080	251,250	8,447,820	974,140	7,979,420	3,365,260	15,495,000	8,050,000	5,387,550	12,897,070	5,674,930	108,593,830	101,885,370
EXPENDITURES:														
General government	5,130,170	-	98,000	-	-	-	-	-	-	-	-	425,140	5,653,310	5,555,310
Public Safety	11,780,330	-	9,900	-	-	-	-	-	-	-	-	1,846,720	13,636,950	13,554,950
Urban development	515,990	-	-	-	-	-	-	-	-	-	-	-	515,990	515,990
Streets	1,513,100	-	-	-	-	-	-	-	-	-	-	25,000	1,538,100	1,473,100
Parks & Recreation	3,437,360	-	20,000	-	-	-	-	-	-	-	-	-	3,457,360	3,209,460
Tourism	-	5,389,970	-	-	-	-	-	-	-	-	-	-	5,389,970	5,126,570
Aviation	-	-	-	-	-	-	-	-	-	3,213,700	-	-	3,213,700	3,101,850
Utilities	-	-	-	-	-	-	-	-	-	-	5,636,600	-	5,636,600	5,915,940
Debt service	-	-	-	7,032,810	372,110	-	-	-	-	279,340	1,954,920	-	9,639,180	9,359,840
Capital projects	-	-	-	-	-	4,828,160	3,236,720	7,405,510	7,066,000	897,000	1,030,000	-	24,463,390	23,397,390
TOTAL EXPENDITURES	22,376,950	5,389,970	127,900	7,032,810	372,110	4,828,160	3,236,720	7,405,510	7,066,000	4,390,040	8,621,520	2,296,860	73,144,550	71,210,400
Transfers to other funds	-	740,000	-	-	-	-	-	-	-	-	-	-	740,000	370,000
ENDING FUND BALANCES	\$ 6,763,360	\$ 4,801,110	\$ 123,350	\$ 1,415,010	\$ 602,030	\$ 3,151,260	\$ 128,540	\$ 8,089,490	\$ 984,000	\$ 997,510	\$ 4,275,550	\$ 3,378,070	\$ 34,709,280	\$ 30,304,970

Total Revenues	\$ 70,375,650	
Decrease in fund balance	2,768,900	
Total Appropriable funds	\$ 73,144,550	
	Total Appropriations	\$ 73,144,550

TOWN OF ADDISON
AIRPORT ENTERPRISE FUND
STATEMENT OF INCOME AND CHANGES IN WORKING CAPITAL
Amended 2002-03 Annual Budget

	Actual 2001-02	Original Budget 2002-03	Amendments	Amended Budget 2002-03
INCOME STATEMENT				
Operating revenues:				
Operating grants	78,236	\$ 35,000	\$ -	\$ 35,000
Fuel flowage fees	1,054,204	1,092,000	-	1,092,000
Rental	2,880,719	3,063,900	-	3,063,900
User fees	43,088	47,250	-	47,250
Total operating revenues	<u>4,056,247</u>	<u>4,238,150</u>	<u>-</u>	<u>4,238,150</u>
Operating expenses:				
Town - Personal services	296,934	250,640	-	250,640
Town - Supplies	6,406	10,700	-	10,700
Town - Maintenance	6,831	11,320	-	11,320
Town - Contractual services	498,397	292,040	111,850	403,890
Grant - Maintenance	80,513	91,000	-	91,000
Operator - Operations & Maintenance	1,084,981	1,421,870	-	1,421,870
Operator - Service Contract	929,660	1,024,280	-	1,024,280
Total operating expenses	<u>2,903,722</u>	<u>3,101,850</u>	<u>111,850</u>	<u>3,213,700</u>
Net operating income	<u>1,152,525</u>	<u>1,136,300</u>	<u>(111,850)</u>	<u>1,024,450</u>
Non-Operating revenues (expenses):				
Interest earnings and other	22,193	79,800	-	79,800
Interest on debt, fiscal fees, & other	-	(135,000)	-	(135,000)
Net non-operating revenues (expenses)	<u>22,193</u>	<u>(55,200)</u>	<u>-</u>	<u>(55,200)</u>
Net income (excluding depreciation)	<u>\$ 1,174,718</u>	<u>\$ 1,081,100</u>	<u>\$ (111,850)</u>	<u>\$ 969,250</u>
CHANGES IN WORKING CAPITAL				
Net income (excluding depreciation)	<u>\$ 1,174,718</u>	<u>\$ 1,081,100</u>	<u>\$ (111,850)</u>	<u>\$ 969,250</u>
Sources (uses) of working capital:				
Retirement of long-term debt	-	(144,340)	-	(144,340)
Net additions to fixed assets with grants	-	(397,000)	-	(397,000)
Other net additions to fixed assets	<u>(359,445)</u>	<u>(500,000)</u>	<u>-</u>	<u>(500,000)</u>
Net sources (uses) of working capital	<u>(359,445)</u>	<u>(1,041,340)</u>	<u>-</u>	<u>(1,041,340)</u>
Net increase (decrease) in working capital	815,273	39,760	(111,850)	(72,090)
Beginning fund balance	<u>406,081</u>	<u>1,069,600</u>	<u>-</u>	<u>1,069,600</u>
Ending fund balance	<u>\$ 1,221,354</u>	<u>\$ 1,109,360</u>	<u>\$ (111,850)</u>	<u>\$ 997,510</u>

THERE ARE NO
ATTACHMENTS
FOR ITEM #R6

Council Agenda Item: #R7**SUMMARY:**

Council approval is requested of ordinances adopting the Town of Addison annual budget for the fiscal year 2003-04 and for the property tax rate.

FINANCIAL IMPACT:

The budget appropriates \$62,634,450 using \$46,261,090 in revenues and \$16,373,360 in reduction of combined fund balances.

BACKGROUND:

The budget presented to Council for adoption is very similar to the city manager's proposed budget that has been discussed with Council over the past few weeks. Major differences include:

General fund

- ◆ Sales tax estimate for 2003 has been increased \$126,110 to \$9 million to reflect past two months' experience. Sales tax for 2004 has been adjusted up \$129,890, or 3% over this new base amount.
- ◆ The Building & Fleet Services department budget has been increased \$45k for replacement of the two vehicle lifts in the city garage. These lifts had been included in the Town's long-term maintenance plan to be replaced in fiscal year 2005, but they had just recently failed after 20 years of service.
- ◆ The Fire department budget's contribution to the Capital Replacement fund has been increased \$60k to accommodate the purchase of a quint truck instead of a less expensive pumper.

Airport fund

- ◆ Town – Contractual services budget has been adjusted to recognize the \$65k in lease payments for the airport operator's new offices.
- ◆ Economic development payment has been reduced from \$550k to \$529k.

Utility fund

- ◆ Capital expenditures were increased \$385k for the Tallisker water line.

Capital Replacement funds

- ◆ Information Technology fund's budget was increased \$59k to purchase equipment that had been planned for the 2003 fiscal year.
- ◆ Capital replacement fund's budget was increased \$210k to accommodate the increased cost of a quint truck.

RECOMMENDATION:

It is recommended Council approve the budget and tax rate ordinances for the 2003-04 fiscal year.

#R7-2

ORDINANCE NO. 03 -

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS APPROVING AND ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2003 AND ENDING SEPTEMBER 30, 2004; PROVIDING THAT SAID EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; PROVIDING FOR A REPEAL CLAUSE AND DECLARING AN EMERGENCY.

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

WHEREAS, the City Manager of the Town of Addison, Texas has heretofore filed with the City Secretary a proposed general budget for the city covering the fiscal year aforesaid; and

WHEREAS, during a public hearing, all interested persons were given the opportunity to be heard for or against any item or the amount of any item contained in said budget, and all said persons were heard, after which said public hearing was closed; and

WHEREAS, the City Council, upon full consideration of the matter, is of the opinion that the budget hereinafter set forth is proper and should be approved and adopted:

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

SECTION 1. The sum of \$62,634,450 is hereby appropriated for budget expenditures and that expenditures during the fiscal year shall be made in accordance with the budget approved by this ordinance unless otherwise authorized by a duly enacted ordinance of the City.

SECTION 2. The budget as adopted shall be deemed the official budget for the Town of Addison, Texas for the said fiscal year and a copy of the same marked "Exhibits A through F" shall be kept on file with the City Secretary and shall be open to inspection by any interested persons.

SECTION 3. That all ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the city not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. The importance of this ordinance creates an emergency and an imperative public necessity, and the ordinance shall take effect and be in force from and after its adoption.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, on this the 23rd day of September 2003.

Mayor R. Scott Wheeler

ATTEST:

APPROVED AS TO FORM:

Carmen Moran, City Secretary

Ken Dippel, City Attorney

#R7.3

TOWN OF ADDISON

CITY COUNCIL ADOPTED FISCAL YEAR 2003 – 2004 ANNUAL BUDGET



**As Presented to Council
September 23, 2003**

TOWN OF ADDISON
CITY COUNCIL ADOPTED BUDGET
FOR THE FISCAL YEAR
ENDING SEPTEMBER 30, 2004

TABLE OF CONTENTS



Summary	Pages 1 – 2
All Funds Summary Statement	Exhibit A
Property Tax Distribution Calculations	Exhibit B
Budgeted Departmental Staffing Summary	Exhibit C
General Fund Schedule of Revenues by Source	Exhibit D-1
General Fund Statement	Exhibit D-2
Hotel Special Revenue Fund Statement	Exhibit D-3
Public Safety Special Revenue Fund Statement	Exhibit D-4
Municipal Court Special Revenue Fund Statement	Exhibit D-5
Arbor Special Revenue Fund Statement	Exhibit D-6
General Obligation Debt Service Fund Statement	Exhibit D-7
Occupancy Tax Debt Service Fund Statement	Exhibit D-8
Street Capital Project Fund Statement	Exhibit D-9
Parks Capital Project Fund Statement	Exhibit D-10
2000 Capital Project Fund Statement	Exhibit D-11
2002 Capital Project Fund Statement	Exhibit D-12
2003 Conference Centre and Event Site Capital Project Fund Statement	Exhibit D-13
Airport Enterprise Fund Statement	Exhibit D-14
Utility Enterprise Fund Statement	Exhibit D-15
Information Services Internal Service Fund Statement	Exhibit D-16
Capital Replacement Internal Service Fund Statement	Exhibit D-17
General Fund Long-Term Financial Plan	Exhibit E-1
Hotel Special Revenue Fund Long-Term Financial Plan	Exhibit E-2
Airport Fund Long-Term Financial Plan	Exhibit E-3
Utility Fund Long-Term Financial Plan	Exhibit E-4
Airport Operator Operation and Maintenance Budget	Exhibit F

TOWN OF ADDISON

CITY COUNCIL ADOPTED 2003-04 BUDGET SUMMARY *Including Major Items of Interest and Comparison with 2002-03 Budget*

The following is a summary of the 2003-2004 fiscal year annual budget of the Town of Addison adopted by the City Council on September 23, 2003 as required by the Town of Addison City Charter.

1. **Budget appropriates \$62,634,450, a reduction of \$8,575,950 or 12.0%** less than the previous year's budget. The decline is attributed to a reduced scope of capital projects during the 2004 fiscal year.
2. **Revenues total \$46,261,090, a decline of \$17,461,560** compared to the 2002-03 budget. Most of the reduction is due to the receipt in fiscal year 2003 of \$15.1 million in bond proceeds in the 2002 Bond fund. Other significant changes to selected revenues are shown below:
 - Property taxes, down \$321,000 or 2.6%
 - Non-property taxes (sales, alcoholic beverage, and hotel occupancy) down \$124,910 or 0.9%
 - Franchise fee revenue down \$722,320 or 22%; most of this reduction is attributed to reduced electric franchise fee payments
 - Utility revenues up \$658,700 due to a proposed 15% increase in water and sewer rates
3. **The property tax rate is proposed to increase from 39.99¢ per \$100 appraised value to 42.28¢.** The increased rate is due solely to the reduction in appraised values (see below). *If values had remained constant, the tax rate would have been reduced to 38.95¢.* As noted above, property tax revenues will decline \$321,000.
4. **Appraised values for 2003 (used for 2004 levy) total \$2,890,667,620, a decline of 7.8%** from certified 2002 values; 2003 values include new construction of over \$17 million. With the new tax rate, the property taxes paid by the average homeowner in Addison will increase \$47.70 to \$840.14.
5. **Total staffing (all funds) is at 270.2 FTE (full-time equivalent), an increase of 4.0 FTE or 1.5%** in workforce. The additional positions are detailed as follows:
 - Full year's operation of the expanded Addison Athletic Club facility with outdoor swimming pool added 2.5 FTE.
 - A special event coordinator is proposed to assist with managing the new Arts & Events district site.
 - Reorganization of staffing in the Addison Conference Centre that resulted in a net 0.5 FTE increase.
7. The budget proposes a **merit pay increase for employees averaging 3%** of salaries.
8. The budget anticipates an average **10% increase in cost of providing life, health, and medical benefits.**

9. The budget envisions over **\$13.5 million** being spent on capital projects that include:

(Note: project amounts reflect anticipated expenditures for the year; total project budgets are greater than the amounts shown)

TOWN OF ADDISON
COMBINED SUMMARY OF REVENUES AND EXPENDITURES AND CHANGES IN FUND BALANCE
ALL FUNDS SUBJECT TO APPROPRIATION
City Council Adopted 2003-04 Annual Budget With Comparisons to 2002-03 Budget

General Fund	Special Revenue Funds		Debt Service Funds			Capital Project Funds			Proprietary Funds			TOTAL
	Hotel	Combined Other	General	Occupancy Tax Revenue	Streets	2000 Bonds	2002 Bonds	2003 Bonds	Airport	Utility	Combined Replacement	
BEGINNING BALANCES	\$ 7,661,910	\$ 5,150,870	\$ 118,240	\$ 2,156,040	\$ 616,530	\$ 4,807,170	\$ 395,940	\$ 9,014,590	\$ 984,000	\$ 1,912,940	\$ 3,605,680	2002-03 \$ 37,792,720
REVENUES:												
Ad valorem tax	-	-	-	5,794,640	-	-	-	-	-	-	-	12,086,700
Non-property taxes	3,393,000	-	-	-	-	-	-	-	-	-	-	13,395,090
Franchise fees	2,567,680	-	-	-	-	-	-	-	-	-	-	2,567,680
Licenses and permits	369,800	-	-	-	-	-	-	-	-	-	-	369,800
Intergovernmental	-	-	-	-	-	155,000	-	-	30,000	-	-	185,000
Service fees	1,161,900	896,000	-	-	-	-	-	-	1,130,000	7,699,800	1,353,270	12,240,970
Fines and penalties	720,650	-	45,000	-	-	-	-	-	3,087,000	65,000	-	835,000
Rental income	130,000	445,200	-	-	-	-	-	-	35,000	113,500	120,000	3,563,900
Interest & other income	162,000	104,900	21,600	75,000	10,000	100,000	150,000	25,000	-	-	-	923,000
TOTAL REVENUES	21,406,180	4,839,100	66,800	5,869,640	10,000	255,000	6,000	150,000	25,000	4,282,000	1,473,270	46,261,090
Transfers from other funds	-	-	-	-	750,000	-	-	-	-	-	-	750,000
TOTAL AVAILABLE RESOURCES	29,068,080	9,989,970	184,840	8,025,680	1,376,530	5,062,170	401,940	9,164,590	1,009,000	6,194,940	11,483,980	87,611,810
EXPENDITURES:												
General government	5,505,910	-	19,570	-	-	-	-	-	-	-	168,500	5,693,980
Public Safety	11,984,190	-	12,500	-	-	-	-	-	-	-	2,667,680	14,664,370
Urban development	538,490	-	-	-	-	-	-	-	-	-	15,000	553,490
Streets	1,519,650	-	-	-	-	-	-	-	-	-	-	1,519,650
Parks & Recreation	3,284,930	-	36,200	-	-	-	-	-	-	-	58,000	3,379,130
Tourism	-	4,712,090	-	-	-	-	-	-	3,513,090	-	-	4,712,090
Aviation	-	-	-	-	-	-	-	-	-	-	-	3,513,090
Utilities	-	-	-	-	-	-	-	-	-	-	-	5,628,250
Debt service	-	-	-	6,348,960	663,730	-	-	-	-	1,965,640	-	8,978,330
Capital projects	-	-	-	-	-	3,127,300	120,880	6,891,290	1,009,000	2,032,000	811,600	13,992,070
TOTAL EXPENDITURES	22,833,170	4,712,090	68,270	6,348,960	663,730	3,127,300	120,880	6,891,290	1,009,000	5,545,090	2,909,180	62,634,450
Transfers to other funds	-	750,000	-	-	-	-	-	-	-	-	-	750,000
ENDING FUND BALANCES	\$ 6,234,920	\$ 4,527,880	\$ 116,570	\$ 1,676,720	\$ 712,800	\$ 1,934,870	\$ 281,060	\$ 2,273,300	\$ -	\$ 649,850	\$ 3,078,490	\$ 24,227,360
Total Revenues				\$ 46,261,090								
Decrease in fund balance				16,373,360								
Total Appropriable funds				\$ 62,634,450								\$ 62,634,450
				Total Appropriations								

TOWN OF ADDISON
PROPERTY TAX DISTRIBUTION
CALCULATIONS
City Council Adopted 2003-04 Budget

2003 CERTIFIED TAX ROLL & LEVY:			
Appraised Valuation (100%)			\$ 2,890,667,620
Rate Per \$100			\$ 0.4228
TOTAL TAX LEVY			\$ 12,221,740
Percent of Current Collection			98.65%
Estimated Current Tax Collections			<u>\$ 12,056,700</u>
SUMMARY OF TAX COLLECTIONS:			
Current Tax			\$ 12,056,700
Delinquent Tax			10,000
Penalty and Interest			<u>20,000</u>
TOTAL 2002-03 TAX COLLECTIONS			<u>\$ 12,086,700</u>
PROPOSED DISTRIBUTION:			
	<u>TAX RATE</u>	<u>% OF TOTAL</u>	<u>AMOUNT</u>
General Fund:			
Current Tax			\$ 6,276,440
Delinquent Tax			5,210
Penalty and Interest			<u>10,410</u>
Total General Fund	\$0.2201	52.06%	<u>6,292,060</u>
Debt Service Fund:			
Current Tax			5,780,260
Delinquent Tax			4,790
Penalty and Interest			<u>9,590</u>
Total Debt Service Fund	<u>\$0.2027</u>	<u>47.94%</u>	<u>5,794,640</u>
TOTAL DISTRIBUTION	<u>\$0.4228</u>	<u>100.00%</u>	<u>\$ 12,086,700</u>

TOWN OF ADDISON
BUDGETED DEPARTMENTAL STAFFING SUMMARY
City Council Adopted 2003-04 Annual Budget

	2000	2001	2002	2003	2004	Difference 04-03
General fund:						
City manager	8.50	8.80	9.50	9.50	10.00	0.50
Economic development	0.80	-	-	-	-	-
Finance	11.70	11.00	11.00	11.50	12.00	0.50
Facility and fleet services	8.00	7.70	8.40	8.40	9.00	0.60
Municipal court	4.10	4.10	4.10	4.50	4.70	0.20
Human resources	4.00	4.00	4.30	4.30	4.30	-
Information technology	-	5.00	6.00	6.00	6.00	-
Police	83.10	81.60	81.10	84.80	84.80	-
Criminal justice programs	1.00	4.00	4.00	-	-	-
Fire	54.00	55.00	55.00	55.00	55.00	-
Development Services	6.00	6.00	6.00	6.00	6.00	-
Streets	6.40	6.40	6.40	6.40	6.00	(0.40)
Parks	20.00	20.00	20.00	20.00	20.00	-
Recreation	11.40	12.40	12.40	15.40	17.90	2.50
Total General fund	219.00	226.00	228.20	231.80	235.70	3.90
Hotel fund	13.20	14.20	15.00	13.00	14.50	1.50
Airport fund	0.30	2.40	3.20	3.20	2.00	(1.20)
Public Safety fund	-	-	-	0.20	-	(0.20)
Street capital project fund	2.10	2.10	2.10	2.10	-	(2.10)
2002 capital project fund	-	-	-	0.50	-	(0.50)
Utilities	13.20	13.40	13.40	15.40	18.00	2.60
Information technology fund	5.00	-	-	-	-	-
TOTAL ALL FUNDS	252.80	258.10	261.90	266.20	270.20	4.00

All positions are shown as full-time equivalent (FTE).

TOWN OF ADDISON
GENERAL FUND
SCHEDULE OF REVENUES BY SOURCE
City Council Adopted 2003-04 Annual Budget

	Actual 2001-02	Budget 2002-03	Estimated 2002-03	Budget 2003-04
Ad valorem taxes:				
Current taxes	\$ 5,683,676	\$ 5,849,930	\$ 5,849,930	\$ 6,276,440
Delinquent taxes	7,732	4,730	4,730	5,210
Penalty & interest	25,251	9,450	27,000	10,410
Non-property taxes:				
Sales tax	9,020,793	8,820,000	9,000,000	9,270,000
Alcoholic beverage tax	701,552	700,000	710,770	732,090
Franchise / right-of-way use fees:				
Electric franchise	1,959,221	2,000,000	1,460,000	1,503,800
Gas franchise	200,916	175,000	132,410	139,030
Telecommunication access fees	898,312	1,000,000	798,000	821,940
Cable franchise	103,679	110,000	94,090	96,910
Street rental fees	7,250	5,000	6,000	6,000
Licenses and permits:				
Business licenses and permits	135,683	136,550	144,080	142,390
Building and construction permits	204,705	210,500	222,060	227,410
Intergovernmental revenue	138,207	3,000	-	-
Service fees:				
General government	822	900	560	710
Public safety	837,458	776,000	739,490	755,710
Urban development	2,390	1,100	2,850	2,150
Streets and sanitation	191,357	186,900	179,550	184,890
Recreation	65,730	66,000	63,200	64,890
Interfund	71,380	145,590	145,590	153,550
Court fines	827,327	770,000	699,500	720,650
Interest earnings	208,439	225,000	125,000	144,500
Rental income	144,788	140,000	209,160	130,000
Other	5,018	12,000	39,210	17,500
TOTAL REVENUES	\$ 21,441,686	\$ 21,347,650	\$ 20,653,180	\$ 21,406,180

TOWN OF ADDISON
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE
City Council Adopted 2003-04 Annual Budget

	Actual 2001-02	Budget 2002-03	Estimated 2002-03	Budget 2003-04
BEGINNING BALANCE	\$ 9,678,241	\$ 8,466,430	\$ 8,575,660	\$ 7,661,910
REVENUES:				
Ad valorem taxes	5,716,659	5,864,110	5,881,660	6,292,060
Non-property taxes	9,722,345	9,520,000	9,710,770	10,002,090
Franchise fees	3,169,378	3,290,000	2,490,500	2,567,680
Licenses and permits	340,388	347,050	366,140	369,800
Intergovernmental	138,207	3,000	-	-
Service fees	1,169,137	1,176,490	1,131,240	1,161,900
Fines and penalties	827,327	770,000	699,500	720,650
Interest earnings	208,439	225,000	125,000	144,500
Rental income	144,788	140,000	209,160	130,000
Other	5,018	12,000	39,210	17,500
TOTAL REVENUES	<u>21,441,686</u>	<u>21,347,650</u>	<u>20,653,180</u>	<u>21,406,180</u>
TOTAL RESOURCES AVAILABLE	<u>31,119,927</u>	<u>29,814,080</u>	<u>29,228,840</u>	<u>29,068,090</u>
EXPENDITURES:				
General Government:				
City manager	1,094,465	1,092,290	1,041,320	1,142,230
Finance	949,732	908,250	900,590	939,390
Building and fleet services	599,569	573,230	556,940	732,550
Municipal court	420,541	383,060	376,400	391,480
Human resources	300,518	296,440	295,490	305,860
Information technology	923,148	931,780	931,510	966,560
Combined services	906,037	696,280	687,100	791,000
Council projects	206,321	248,840	241,240	236,840
Public safety:				
Police	6,277,891	6,755,210	6,366,840	6,928,390
COPS grant programs	256,128	-	-	-
Fire	4,973,972	4,902,120	5,025,600	5,055,800
Development services	503,924	515,990	501,410	538,490
Streets	1,461,875	1,448,100	1,483,580	1,519,650
Parks and Recreation:				
Parks	1,951,065	2,039,050	1,863,340	2,205,040
Recreation	1,144,315	1,150,410	1,295,570	1,079,890
TOTAL EXPENDITURES	<u>21,969,501</u>	<u>21,941,050</u>	<u>21,566,930</u>	<u>22,833,170</u>
OTHER FINANCING SOURCES (USES):				
Equity transfer to capital rep. fund	(500,000)	-	-	-
Transfer to parks capital fund	(74,767)	-	-	-
TOTAL OTHER FINANCING (USES)	<u>(574,767)</u>	<u>-</u>	<u>-</u>	<u>-</u>
ENDING FUND BALANCE	<u>\$ 8,575,659</u>	<u>\$ 7,873,030</u>	<u>\$ 7,661,910</u>	<u>\$ 6,234,920</u>

TOWN OF ADDISON
HOTEL SPECIAL REVENUE FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE
City Council Adopted 2003-04 Annual Budget

	Actual 2001-02	Budget 2002-03	Estimated 2002-03	Budget 2003-04
BEGINNING BALANCE	\$ 8,152,240	\$ 6,828,720	\$ 6,358,380	\$ 5,150,870
REVENUES:				
Hotel/Motel occupancy taxes	3,563,372	4,000,000	3,295,000	3,393,000
Proceeds from special events	765,955	675,000	764,200	896,000
Conference centre rental	274,364	300,000	350,000	371,000
Theatre centre rental	63,962	60,000	70,000	74,200
Interest earnings and other	208,081	226,700	96,970	104,900
TOTAL REVENUES	4,875,734	5,261,700	4,576,170	4,839,100
TOTAL AVAILABLE RESOURCES	13,027,974	12,090,420	10,934,550	9,989,970
EXPENDITURES:				
Visitor services administration	2,061,334	1,044,900	947,330	752,110
Marketing	-	1,287,120	1,075,500	945,480
Special events	1,612,373	1,452,030	1,715,210	1,670,690
Conference centre	806,536	785,070	747,420	839,410
Performing arts	693,876	557,450	548,270	504,400
Capital projects	1,100,703	6,000,000	9,950	-
TOTAL EXPENDITURES	6,274,822	11,126,570	5,043,680	4,712,090
OTHER FINANCING SOURCES (USES):				
Transfer to debt service fund	(394,770)	(370,000)	(740,000)	(750,000)
Expanded levels of service	-	-	-	-
TOTAL OTHER FINANCING (USES)	(394,770)	(370,000)	(740,000)	(750,000)
ENDING FUND BALANCE	\$ 6,358,382	\$ 593,850	\$ 5,150,870	\$ 4,527,880

TOWN OF ADDISON
PUBLIC SAFETY SPECIAL REVENUE FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE
City Council Adopted 2003-04 Annual Budget

	Actual 2001-02	Budget 2002-03	Estimated 2002-03	Budget 2003-04
BEGINNING BALANCE	\$ 51,950	\$ 41,170	\$ 42,070	\$ 38,170
REVENUES:				
Criminal justice grants	2,615	-	-	-
Court security fees	2,464	41,000	-	-
Court awards	4,186	-	5,000	5,000
Interest earnings and other	1,241	-	1,000	1,000
TOTAL REVENUES	<u>10,506</u>	<u>41,000</u>	<u>6,000</u>	<u>6,000</u>
TOTAL AVAILABLE RESOURCES	<u>62,456</u>	<u>82,170</u>	<u>48,070</u>	<u>44,170</u>
EXPENDITURES:				
Personal services	-	19,000	-	-
Supplies	15,052	7,500	7,500	5,000
Maintenance	-	22,000	-	-
Contractual services	5,333	2,400	2,400	7,500
Capital outlay	-	-	-	-
TOTAL EXPENDITURES	<u>20,385</u>	<u>50,900</u>	<u>9,900</u>	<u>12,500</u>
ENDING BALANCE	<u>\$ 42,071</u>	<u>\$ 31,270</u>	<u>\$ 38,170</u>	<u>\$ 31,670</u>

TOWN OF ADDISON
MUNICIPAL COURT SPECIAL REVENUE FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE
City Council Adopted 2003-04 Annual Budget

	Actual 2001-02	Budget 2002-03	Estimated 2002-03	Budget 2003-04
BEGINNING BALANCE	\$ -	\$ -	\$ -	\$ 46,570
REVENUES:				
Court security fees	-	-	65,000	25,000
Court technology fees	-	-	75,000	20,000
Interest earnings and other	-	-	1,000	1,000
TOTAL REVENUES	-	-	141,000	46,000
TOTAL AVAILABLE RESOURCES	-	-	141,000	92,570
EXPENDITURES:				
Personal services	-	-	19,000	19,570
Supplies	-	-	-	-
Maintenance	-	-	18,430	-
Contractual services	-	-	-	-
Capital outlay	-	-	57,000	-
TOTAL EXPENDITURES	-	-	94,430	19,570
ENDING BALANCE	\$ -	\$ -	\$ 46,570	\$ 73,000

TOWN OF ADDISON
ARBOR SPECIAL REVENUE FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE
City Council Adopted 2003-04 Annual Budget

	Actual 2001-02	Budget 2002-03	Estimated 2002-03	Budget 2003-04
BEGINNING BALANCE	\$ 31,605	\$ 33,310	\$ 38,800	\$ 33,500
REVENUES:				
Recycling proceeds	11,769	9,000	9,000	9,000
Contributions	5,762	5,000	5,000	5,000
Interest earnings and other	316	200	700	600
TOTAL REVENUES	<u>17,847</u>	<u>14,200</u>	<u>14,700</u>	<u>14,600</u>
TOTAL AVAILABLE RESOURCES	<u>49,452</u>	<u>47,510</u>	<u>53,500</u>	<u>48,100</u>
EXPENDITURES:				
Supplies	8,743	-	-	-
Maintenance and materials	1,913	-	20,000	36,200
Contractual services	-	20,000	-	-
TOTAL EXPENDITURES	<u>10,656</u>	<u>20,000</u>	<u>20,000</u>	<u>36,200</u>
ENDING BALANCE	<u>\$ 38,796</u>	<u>\$ 27,510</u>	<u>\$ 33,500</u>	<u>\$ 11,900</u>

GENERAL OBLIGATION DEBT SERVICE FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE
City Council Adopted 2003-04 Annual Budget

	Actual 2001-02	Budget 2002-03	Estimated 2002-03	Budget 2003-04
BEGINNING BALANCE	\$ 1,761,586	\$ 1,829,230	\$ 1,881,490	\$ 2,156,040
REVENUES:				
Ad valorem taxes	6,438,918	6,543,590	6,540,000	5,794,640
Interest earnings and other	51,049	75,000	70,000	75,000
TOTAL REVENUES	<u>6,489,967</u>	<u>6,618,590</u>	<u>6,610,000</u>	<u>5,869,640</u>
TOTAL AVAILABLE RESOURCES	<u>8,251,553</u>	<u>8,447,820</u>	<u>8,491,490</u>	<u>8,025,680</u>
EXPENDITURES:				
Debt Service - Principal	2,648,551	2,647,470	2,160,520	3,305,080
Debt Service - Interest	3,763,873	4,377,840	4,167,430	3,036,380
Fiscal fees	5,976	7,500	7,500	7,500
TOTAL EXPENDITURES	<u>6,418,400</u>	<u>7,032,810</u>	<u>6,335,450</u>	<u>6,348,960</u>
OTHER FINANCING SOURCES (USES):				
Net gain on refinancing	48,341	-	-	-
TOTAL OTHER FINANCING (USES)	<u>48,341</u>	<u>-</u>	<u>-</u>	<u>-</u>
ENDING BALANCE	<u>\$ 1,881,494</u>	<u>\$ 1,415,010</u>	<u>\$ 2,156,040</u>	<u>\$ 1,676,720</u>

TOWN OF ADDISON
OCCUPANCY TAX DEBT SERVICE FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE
City Council Adopted 2003-04 Annual Budget

	Actual 2001-02	Budget 2002-03	Estimated 2002-03	Budget 2003-04
BEGINNING BALANCE	\$ 239,711	\$ 231,140	\$ 245,440	\$ 616,530
REVENUES:				
Interest earnings	6,559	3,000	3,000	10,000
TOTAL REVENUES	<u>6,559</u>	<u>3,000</u>	<u>3,000</u>	<u>10,000</u>
TOTAL AVAILABLE RESOURCES	<u>246,270</u>	<u>234,140</u>	<u>248,440</u>	<u>626,530</u>
EXPENDITURES:				
Debt Service - Principal	360,000	350,000	350,000	340,000
Debt Service - Interest	34,770	21,110	21,110	322,230
Fiscal fees	827	1,000	800	1,500
TOTAL EXPENDITURES	<u>395,597</u>	<u>372,110</u>	<u>371,910</u>	<u>663,730</u>
OTHER FINANCING SOURCES (USES):				
Transfer from Hotel fund	394,770	370,000	740,000	750,000
TOTAL OTHER FINANCING (USES)	<u>394,770</u>	<u>370,000</u>	<u>740,000</u>	<u>750,000</u>
ENDING BALANCE	<u>\$ 245,443</u>	<u>\$ 232,030</u>	<u>\$ 616,530</u>	<u>\$ 712,800</u>

TOWN OF ADDISON
STREET CAPITAL PROJECT FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE
City Council Adopted 2003-04 Annual Budget

	Actual 2001-02	Budget 2002-03	Estimated 2002-03	Budget 2003-04
BEGINNING BALANCE	\$ 6,584,560	\$ 6,316,540	\$ 6,404,910	\$ 4,807,170
REVENUES:				
DART Grants	18,448	1,462,880	224,370	155,000
Interest earnings and other	217,959	200,000	130,000	100,000
TOTAL REVENUES	<u>236,407</u>	<u>1,662,880</u>	<u>354,370</u>	<u>255,000</u>
TOTAL AVAILABLE RESOURCES	<u>6,820,967</u>	<u>7,979,420</u>	<u>6,759,280</u>	<u>5,062,170</u>
EXPENDITURES:				
Personal services	198,035	200,000	207,550	100,000
Engineering and contractual services	165,039	-	69,000	45,700
Construction and equipment	52,980	4,628,160	1,675,560	2,981,600
TOTAL EXPENDITURES	<u>416,054</u>	<u>4,828,160</u>	<u>1,952,110</u>	<u>3,127,300</u>
ENDING BALANCE	<u>\$ 6,404,913</u>	<u>\$ 3,151,260</u>	<u>\$ 4,807,170</u>	<u>\$ 1,934,870</u>

TOWN OF ADDISON
PARKS CAPITAL PROJECT FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE
City Council Adopted 2003-04 Annual Budget

	Actual 2001-02	Budget 2002-03	Estimated 2002-03	Budget 2003-04
BEGINNING BALANCE	\$ 10,853	\$ -	\$ -	\$ -
REVENUES:				
Intergovernmental	-	-	-	-
Bond proceeds	-	-	-	-
Interest earnings and other	3,179	-	-	-
Developer contributions	-	-	-	-
TOTAL REVENUES	<u>3,179</u>	<u>-</u>	<u>-</u>	<u>-</u>
OTHER SOURCES OF FUNDS:				
Transfer from general fund	<u>74,767</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL AVAILABLE RESOURCES	<u>88,799</u>	<u>-</u>	<u>-</u>	<u>-</u>
EXPENDITURES:				
Administration:				
Personal services	-	-	-	-
Engineering, and contractual services	556	-	-	-
Construction and equipment	88,243	-	-	-
TOTAL EXPENDITURES	<u>88,799</u>	<u>-</u>	<u>-</u>	<u>-</u>
ENDING BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

TOWN OF ADDISON
2000 CAPITAL PROJECT FUND
STATEMENT OF REVENUES AND EXPENDITURES
City Council Adopted 2003-04 Annual Budget

	Actual 2001-02	Budget 2002-03	Estimated 2002-03	Budget 2003-04
BEGINNING BALANCE	\$ 8,019,293	\$ 3,265,260	\$ 1,352,730	\$ 395,940
REVENUES:				
Interest earnings and other	210,597	100,000	32,000	6,000
TOTAL REVENUES	<u>210,597</u>	<u>100,000</u>	<u>32,000</u>	<u>6,000</u>
TOTAL AVAILABLE RESOURCES	<u>8,229,890</u>	<u>3,365,260</u>	<u>1,384,730</u>	<u>401,940</u>
EXPENDITURES:				
Engineering and contractual services	842,205	766,980	260,000	35,120
Construction and equipment	6,034,953	2,469,740	2,387,500	85,760
TOTAL EXPENDITURES	<u>6,877,158</u>	<u>3,236,720</u>	<u>2,647,500</u>	<u>120,880</u>
OTHER FINANCING SOURCES (USES):				
Transfer from 2002 Capital Project Fund	-	-	1,658,710	-
TOTAL OTHER FINANCING (USES)	<u>-</u>	<u>-</u>	<u>1,658,710</u>	<u>-</u>
ENDING FUND BALANCE	<u>\$ 1,352,732</u>	<u>\$ 128,540</u>	<u>\$ 395,940</u>	<u>\$ 281,060</u>

TOWN OF ADDISON
2002 CAPITAL PROJECT FUND
STATEMENT OF REVENUES AND EXPENDITURES
City Council Adopted 2003-04 Annual Budget

	Actual 2001-02	Budget 2002-03	Estimated 2002-03	Budget 2003-04
BEGINNING BALANCE	\$ -	\$ -	\$ -	\$ 9,014,590
REVENUES:				
Bond proceeds	-	15,095,000	15,095,000	-
Interest earnings and other	-	400,000	230,300	150,000
TOTAL REVENUES	-	15,495,000	15,325,300	150,000
TOTAL AVAILABLE RESOURCES	-	15,495,000	15,325,300	9,164,590
EXPENDITURES:				
Personal services	-	30,510	27,000	150,000
Bond sale costs	-	150,000	-	-
Engineering and contractual services	-	200,000	800,000	500,000
Construction and equipment	-	7,025,000	3,825,000	6,241,290
TOTAL EXPENDITURES	-	7,405,510	4,652,000	6,891,290
OTHER FINANCING SOURCES (USES):				
Transfer to 2000 Capital Project Fund	-	-	(1,658,710)	-
TOTAL OTHER FINANCING (USES)	-	-	(1,658,710)	-
ENDING FUND BALANCE	\$ -	\$ 8,089,490	\$ 9,014,590	\$ 2,273,300

TOWN OF ADDISON
2003 CONFERENCE CENTRE AND EVENT SITE CAPITAL PROJECT FUND
STATEMENT OF REVENUES AND EXPENDITURES
City Council Adopted 2003-04 Annual Budget

	Actual 2001-02	Budget 2002-03	Estimated 2002-03	Budget 2003-04
BEGINNING BALANCE	\$ -	\$ -	\$ -	\$ 984,000
REVENUES:				
Bond proceeds	-	-	8,000,000	-
Interest earnings and other	-	-	50,000	25,000
TOTAL REVENUES	-	-	8,050,000	25,000
TOTAL AVAILABLE RESOURCES	-	-	8,050,000	1,009,000
EXPENDITURES:				
Personal services	-	-	-	10,000
Bond sale costs	-	-	66,000	-
Engineering and contractual services	-	-	500,000	50,000
Construction and equipment	-	-	6,500,000	949,000
TOTAL EXPENDITURES	-	-	7,066,000	1,009,000
ENDING FUND BALANCE	\$ -	\$ -	\$ 984,000	\$ -

TOWN OF ADDISON
AIRPORT ENTERPRISE FUND
STATEMENT OF INCOME AND CHANGES IN WORKING CAPITAL
City Council Adopted 2003-04 Annual Budget

	Actual 2001-02	Budget 2002-03	Estimated 2002-03	Budget 2003-04
INCOME STATEMENT				
Operating revenues:				
Operating grants	78,236	\$ 35,000	\$ 30,000	\$ 30,000
Fuel flowage fees	1,054,204	1,092,000	1,090,000	1,100,000
Rental	2,880,719	3,063,900	2,973,000	3,087,000
User fees	43,088	47,250	28,000	30,000
Total operating revenues	<u>4,056,247</u>	<u>4,238,150</u>	<u>4,121,000</u>	<u>4,247,000</u>
Operating expenses:				
Town - Personal services	296,934	250,640	250,020	244,720
Town - Supplies	6,406	10,700	8,150	10,500
Town - Maintenance	6,831	11,320	11,020	18,810
Town - Contractual services	498,397	292,040	403,890	387,040
Grant - Maintenance	80,513	91,000	60,000	60,000
Operator - Operations & Maintenance	1,084,981	1,421,870	1,097,690	1,729,020
Operator - Service Contract	929,660	1,024,280	1,086,000	1,063,000
Total operating expenses	<u>2,903,722</u>	<u>3,101,850</u>	<u>2,916,770</u>	<u>3,513,090</u>
Net operating income	<u>1,152,525</u>	<u>1,136,300</u>	<u>1,204,230</u>	<u>733,910</u>
Non-Operating revenues (expenses):				
Interest earnings and other	22,193	79,800	96,000	35,000
Interest on debt, fiscal fees, & other	-	(135,000)	-	-
Net non-operating revenues (expenses)	<u>22,193</u>	<u>(55,200)</u>	<u>96,000</u>	<u>35,000</u>
Net income (excluding depreciation)	<u>\$ 1,174,718</u>	<u>\$ 1,081,100</u>	<u>\$ 1,300,230</u>	<u>\$ 768,910</u>
CHANGES IN WORKING CAPITAL				
Net income (excluding depreciation)	<u>\$ 1,174,718</u>	<u>\$ 1,081,100</u>	<u>\$ 1,300,230</u>	<u>\$ 768,910</u>
Sources (uses) of working capital:				
Retirement of long-term debt	-	(144,340)	-	-
Net additions to fixed assets with grants	-	(397,000)	-	(218,000)
Other net additions to fixed assets	(359,445)	(500,000)	(608,640)	(1,814,000)
Net sources (uses) of working capital	<u>(359,445)</u>	<u>(1,041,340)</u>	<u>(608,640)</u>	<u>(2,032,000)</u>
Net increase (decrease) in working capital	815,273	39,760	691,590	(1,263,090)
Beginning fund balance	406,081	1,069,600	1,221,350	1,912,940
Ending fund balance	<u>\$ 1,221,354</u>	<u>\$ 1,109,360</u>	<u>\$ 1,912,940</u>	<u>\$ 649,850</u>

TOWN OF ADDISON
UTILITY ENTERPRISE FUND
STATEMENT OF INCOME AND CHANGES IN WORKING CAPITAL
City Council Adopted 2003-04 Annual Budget

	Actual 2001-02	Budget 2002-03	Estimated 2002-03	Budget 2003-04
INCOME STATEMENT				
Operating revenues:				
Water sales	\$ 3,124,690	\$ 3,359,000	\$ 3,112,800	\$ 3,660,800
Sewer charges	3,525,676	3,681,100	3,511,270	4,038,000
Tap fees	400	1,000	1,000	1,000
Penalties	54,735	65,000	60,000	65,000
Total operating revenues	<u>6,705,501</u>	<u>7,106,100</u>	<u>6,685,070</u>	<u>7,764,800</u>
Operating expenses:				
Water purchases	2,321,720	2,216,600	2,174,700	2,195,800
Wastewater treatment	1,597,539	1,661,500	1,581,100	1,619,700
Utility operations	1,506,673	1,758,500	1,669,140	1,812,750
Total operating expenses	<u>5,425,932</u>	<u>5,636,600</u>	<u>5,424,940</u>	<u>5,628,250</u>
Net operating income	<u>1,279,569</u>	<u>1,469,500</u>	<u>1,260,130</u>	<u>2,136,550</u>
Non-Operating revenues (expenses):				
Interest earnings and other	232,213	300,000	107,800	113,500
Interest on debt, fiscal fees, & other	(1,161,594)	(1,015,620)	(962,210)	(869,010)
Net non-operating revenues (expenses)	<u>(929,381)</u>	<u>(715,620)</u>	<u>(854,410)</u>	<u>(755,510)</u>
Net income (excluding depreciation)	<u>\$ 350,188</u>	<u>\$ 753,880</u>	<u>\$ 405,720</u>	<u>\$ 1,381,040</u>
CHANGES IN WORKING CAPITAL				
Net income (excluding depreciation)	<u>\$ 350,188</u>	<u>\$ 753,880</u>	<u>\$ 405,720</u>	<u>\$ 1,381,040</u>
Sources (uses) of working capital:				
Retirement of long-term debt	(1,109,442)	(939,300)	(1,004,540)	(1,096,630)
Net additions to fixed assets	(947,899)	(1,030,000)	(895,140)	(811,600)
Net sources (uses) of working capital	<u>(2,057,341)</u>	<u>(1,969,300)</u>	<u>(1,899,680)</u>	<u>(1,908,230)</u>
Net increase (decrease) in working capital	(1,707,153)	(1,215,420)	(1,493,960)	(527,190)
Beginning fund balance	<u>6,806,797</u>	<u>5,490,970</u>	<u>5,099,640</u>	<u>3,605,680</u>
Ending fund balance	<u>\$ 5,099,644</u>	<u>\$ 4,275,550</u>	<u>\$ 3,605,680</u>	<u>\$ 3,078,490</u>
Reserved for Infrastructure Replacement / Rehabilitation	<u>\$ 3,743,160</u>	<u>\$ 2,300,000</u>	<u>\$ 2,249,450</u>	<u>\$ 1,671,430</u>

TOWN OF ADDISON
INFORMATION TECHNOLOGY INTERNAL SERVICE FUND
STATEMENT OF INCOME AND CHANGES IN WORKING CAPITAL
City Council Adopted 2003-04 Annual Budget

	Actual 2001-02	Budget 2002-03	Estimated 2002-03	Budget 2003-04
INCOME STATEMENT				
Operating revenues:				
Department contributions:	\$ 593,340	\$ 609,720	\$ 609,720	\$ 591,960
Total operating revenues	<u>593,340</u>	<u>609,720</u>	<u>609,720</u>	<u>591,960</u>
Operating expenses:				
Supplies	16	-	-	-
Contractual services	904	-	-	-
Other	-	-	1,000	1,000
Total operating expenses	<u>920</u>	<u>-</u>	<u>1,000</u>	<u>1,000</u>
Net operating income	<u>592,420</u>	<u>609,720</u>	<u>608,720</u>	<u>590,960</u>
Non-operating Revenues:				
Interest earnings and other	22,237	20,000	20,000	20,000
Net non-operating revenues	<u>22,237</u>	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>
Net income (exlcuding depreciation)	<u>\$ 614,657</u>	<u>\$ 629,720</u>	<u>\$ 628,720</u>	<u>\$ 610,960</u>
CHANGES IN WORKING CAPITAL				
Net income (exlcuding depreciation)	\$ 614,657	\$ 629,720	\$ 628,720	\$ 610,960
Sources (uses) of working capital:				
Capital hardware/software:				
General government	(488,392)	(423,640)	(373,640)	(165,000)
Public safety	-	(551,720)	(342,720)	(159,000)
Net sources (uses) of working capital	<u>(488,392)</u>	<u>(975,360)</u>	<u>(716,360)</u>	<u>(324,000)</u>
Net increase (decrease) in working capital	126,265	(345,640)	(87,640)	286,960
Beginning fund balance	948,848	910,680	1,075,110	987,470
Ending fund Balance	<u>\$ 1,075,113</u>	<u>\$ 565,040</u>	<u>\$ 987,470</u>	<u>\$ 1,274,430</u>

TOWN OF ADDISON
CAPITAL REPLACEMENT INTERNAL SERVICE FUND
STATEMENT OF INCOME AND CHANGES IN WORKING CAPITAL
City Council Adopted 2003-04 Annual Budget

	Actual 2001-02	Budget 2002-03	Estimated 2002-03	Budget 2003-04
INCOME STATEMENT				
Operating revenues:				
Department contributions	\$ 1,163,180	\$ 724,860	\$ 724,860	\$ 761,310
Total operating revenues	<u>1,163,180</u>	<u>724,860</u>	<u>724,860</u>	<u>761,310</u>
Operating expenses:				
Other	1,474	1,500	2,500	2,500
Total operating expenses	<u>1,474</u>	<u>1,500</u>	<u>2,500</u>	<u>2,500</u>
Net operating income	<u>1,161,706</u>	<u>723,360</u>	<u>722,360</u>	<u>758,810</u>
Non-Operating revenues:				
Interest earnings and other	78,746	60,000	65,000	50,000
Proceeds from sale of assets	63,304	40,000	40,000	50,000
Net non-operating revenues	<u>142,050</u>	<u>100,000</u>	<u>105,000</u>	<u>100,000</u>
Net Income (Excluding depreciation)	<u>\$ 1,303,756</u>	<u>\$ 823,360</u>	<u>\$ 827,360</u>	<u>\$ 858,810</u>
CHANGES IN WORKING CAPITAL				
Net income (excluding depreciation)	<u>\$ 1,303,756</u>	<u>\$ 823,360</u>	<u>\$ 827,360</u>	<u>\$ 858,810</u>
Sources (uses) of working capital:				
Acquisition of capital equipment:				
General government	(144,848)	-	-	-
Public safety	(40,293)	(1,295,000)	(804,500)	(2,508,680)
Urban development	-	-	-	(15,000)
Streets	-	(25,000)	(25,000)	-
Parks and recreation	(20,125)	-	-	(58,000)
Net equity transfer (to) from General fund	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net source (use) of working capital	<u>(205,266)</u>	<u>(1,320,000)</u>	<u>(829,500)</u>	<u>(2,581,680)</u>
Net increase (decrease) in working capital	1,098,490	(496,640)	(2,140)	(1,722,870)
Beginning fund balance	2,092,990	3,309,670	3,191,480	3,189,340
Ending fund balance	<u>\$ 3,191,480</u>	<u>\$ 2,813,030</u>	<u>\$ 3,189,340</u>	<u>\$ 1,466,470</u>

TOWN OF ADDISON
GENERAL FUND LONG-TERM FINANCIAL PLAN
City Council Adopted 2003-04 Annual Budget

	Actual 2001-2002	Estimated 2002-2003	Projected Budget 2003-2004	Year 1 Projected 2004-2005	Year 2 Projected 2005-2006	Year 3 Projected 2006-2007	Year 4 Projected 2007-2008
BEGINNING BALANCE	\$9,678,241	\$8,575,660	\$7,661,910	\$6,234,920	\$5,412,600	\$4,823,780	\$4,506,960
REVENUES:							
Ad valorem taxes	5,716,659	5,881,660	6,292,060	6,664,600	7,490,100	\$8,174,500	\$8,918,000
Non-property taxes	9,722,345	9,710,770	10,002,090	10,302,200	10,611,300	10,929,600	11,257,500
Franchise fees	3,169,378	2,490,500	2,567,680	2,644,700	2,724,000	2,805,700	2,889,900
Licenses and permits	340,388	366,140	369,800	380,900	392,300	404,100	416,200
Intergovernmental	138,207	-	-	-	-	-	-
Service fees	1,169,137	1,131,240	1,161,900	1,196,800	1,232,700	1,269,700	1,307,800
Fines and penalties	827,327	699,500	720,650	742,300	764,600	787,500	811,100
Interest income	208,439	125,000	144,500	148,800	153,300	157,900	162,600
Rental income	144,788	209,160	130,000	133,900	137,900	142,000	146,300
Miscellaneous	5,018	39,210	17,500	18,000	18,500	19,100	19,700
Other sources	-	-	-	-	-	-	-
TOTAL REVENUES	21,441,686	20,653,180	21,406,180	22,432,200	23,524,700	24,690,100	25,929,100
EXPENDITURES:							
Operating:							
Personal services	14,355,417	14,312,390	15,374,540	16,020,300	16,693,200	17,394,300	18,124,900
Supplies	970,346	855,220	839,250	856,000	873,100	890,600	908,400
Maintenance	1,895,721	1,906,940	1,765,900	1,836,500	1,910,000	1,986,400	2,065,900
Contractual services	3,291,630	2,977,690	3,092,140	3,184,900	3,280,400	3,378,800	3,480,200
Capital replacement/lease	1,212,088	1,280,790	1,298,190	1,356,820	1,356,820	1,356,820	1,289,820
Capital outlay	244,299	233,900	463,150	-	-	-	-
Other uses	574,767	-	-	-	-	-	-
TOTAL EXPENDITURES	22,544,268	21,566,930	22,833,170	23,254,520	24,113,520	25,006,920	25,869,220
ENDING FUND BALANCE	\$8,575,659	\$7,661,910	\$6,234,920	\$5,412,600	\$4,823,780	\$4,506,960	\$4,566,840
Amount greater (less) than 25% minimum balance	3,083,284	2,270,178	526,628	(401,030)	(1,204,600)	(1,744,770)	(1,900,465)
Debt issuance variable:							
Beginning debt outstanding	\$ 23,062,929	\$35,353,908	\$33,193,388	\$36,388,308	\$33,852,028	\$47,600,215	\$43,908,615
Principal retired	2,804,021	2,160,520	3,305,080	2,536,280	2,776,813	3,691,600	4,051,196
Principal issued	15,095,000	-	6,500,000	-	16,525,000	-	-
Ending debt outstanding	\$35,353,908	\$33,193,388	\$36,388,308	\$33,852,028	\$47,600,215	\$43,908,615	\$39,857,419
Tax rate variables:							
Taxable values (thousands)	\$ 3,171,735	\$ 3,110,454	\$ 2,890,668	\$ 2,974,459	\$ 3,063,693	\$ 3,155,604	\$ 3,250,272
General fund rate	\$0.1804	\$0.1890	\$0.2201	\$0.2331	\$0.2469	\$0.2617	\$0.2771
Debt service fund rate	\$0.2044	\$0.2109	\$0.2027	\$0.1936	\$0.1681	\$0.1632	\$0.1756
Total	\$0.3848	\$0.3999	\$0.4228	\$0.4267	\$0.4150	\$0.4249	\$0.4527
Staffing variable:							
Full-time equivalent positions	228.2	231.8	235.7	235.7	235.7	235.7	235.7
Average cost per FTE	\$62,907	\$61,745	\$65,229	\$67,969	\$70,824	\$73,798	\$76,898

TOWN OF ADDISON
HOTEL SPECIAL REVENUE FUND LONG-TERM FINANCIAL PLAN
City Council Adopted 2003-04 Budget

	Actual 2001-02	Estimate 2002-03	Budget 2003-04	Year 1 Projected 2004-05	Year 2 Projected 2005-06	Year 3 Projected 2006-07	Year 4 Projected 2007-08
BEGINNING FUND BALANCE	\$ 8,152,240	\$ 6,358,380	\$ 5,150,870	\$ 4,527,880	\$ 4,816,330	\$ 5,177,400	\$ 5,403,550
REVENUES:							
Hotel/Motel occupancy taxes (HOT)	3,563,372	3,295,000	3,393,000	3,494,790	3,599,630	3,707,620	3,818,850
Proceeds from special events	765,955	764,200	896,000	949,760	1,006,750	1,067,160	1,131,190
Conference centre rental	274,364	350,000	371,000	393,260	416,860	441,870	468,380
Theatre rental	63,962	70,000	74,200	78,650	83,370	88,370	93,670
Interest and other	208,081	96,970	104,900	107,000	109,140	111,320	113,550
TOTAL REVENUES	4,875,734	4,576,170	4,839,100	5,023,460	5,215,750	5,416,340	5,625,640
EXPENDITURES:							
Visitor services	2,061,334	947,330	752,110	462,590	480,870	500,000	520,000
Marketing	-	1,075,500	945,480	642,950	664,600	686,790	709,540
Special events	1,612,373	1,715,210	1,670,690	1,505,680	1,576,900	1,651,080	1,728,350
Conference centre	806,536	747,420	839,410	803,180	839,670	877,860	917,840
Performing arts (must be less than 15% of HOT)	693,876	548,270	504,400	508,990	512,000	515,130	518,400
Expanded level of service	-	-	-	107,010	74,750	252,620	135,630
Capital projects	1,100,703	9,950	-	-	-	-	-
Transfers to other funds/debt service	394,770	740,000	750,000	704,610	705,890	706,710	712,010
TOTAL EXPENDITURES	6,669,592	5,783,680	5,462,090	4,735,010	4,854,680	5,190,190	5,241,770
ENDING FUND BALANCE	\$ 6,358,382	\$ 5,150,870	\$ 4,527,880	\$ 4,816,330	\$ 5,177,400	\$ 5,403,550	\$ 5,787,420
Amount greater (less) than 25% minimum balance	\$ 5,064,852	\$ 3,892,438	\$ 3,349,858	\$ 3,835,483	\$ 4,158,890	\$ 4,345,835	\$ 4,688,888
Hotel Occupancy Tax Variables:							
Number of rooms	3,855	3,944	4,011	4,011	4,011	4,011	4,011
Average revenue per room	\$924	\$835	\$846	\$871	\$897	\$924	\$952

TOWN OF ADDISON
AIRPORT FUND LONG-TERM FINANCIAL PLAN
City Council Adopted 2003-04 Budget

	Actual 2001-2002	Estimated 2002-2003	Budget 2003-2004	Year 1 Projected 2004-2005	Year 2 Projected 2005-2006	Year 3 Projected 2006-2007	Year 4 Projected 2007-2008
BEGINNING WORKING CAPITAL	\$ 406,081	\$ 1,221,350	\$ 1,912,940	\$ 649,850	\$ 918,640	\$ 1,301,600	\$ 1,061,340
NET INCOME							
Operating revenues:							
Operating grants	78,236	30,000	30,000	30,000	90,000	30,000	30,000
Fuel flowage fees	1,054,204	1,090,000	1,100,000	1,155,000	1,212,750	1,273,390	1,337,060
Rental	2,880,719	2,973,000	3,087,000	3,241,350	3,403,420	3,573,590	3,752,270
User fees	43,088	28,000	30,000	31,500	33,080	34,730	36,470
Total operating revenues	4,056,247	4,121,000	4,247,000	4,457,850	4,739,250	4,911,710	5,155,800
Operating expenses:							
Town - Personal services	296,934	250,020	244,720	256,960	269,810	283,300	297,470
Town - Supplies	6,406	8,150	10,500	10,820	11,140	11,470	11,810
Town - Maintenance	6,831	11,020	18,810	19,750	20,740	21,780	22,870
Town - Contractual services	498,397	403,890	387,040	394,780	402,680	410,730	418,940
Grant - Operations & Maintenance	80,513	60,000	60,000	60,000	200,000	60,000	60,000
Operator - Operations & Maintenance	1,084,981	1,097,690	1,729,020	1,550,050	1,658,550	1,774,650	1,898,880
Operator - Service Contract	929,660	1,086,000	1,063,000	1,116,150	1,171,960	1,230,560	1,292,090
Total operating expenses	2,903,722	2,916,770	3,513,090	3,408,510	3,734,880	3,792,490	4,002,060
Net operating income	1,152,525	1,204,230	733,910	1,049,340	1,004,370	1,119,220	1,153,740
Non-Operating revenues (expenses):							
Interest earnings and other	22,193	96,000	35,000	36,750	38,590	40,520	42,550
Interest on debt, fiscal fees, & other	-	-	-	-	-	-	-
Net Non-Operating revenues (expenses)	22,193	96,000	35,000	36,750	38,590	40,520	42,550
Net income (excluding depreciation)	1,174,718	1,300,230	768,910	1,086,090	1,042,960	1,159,740	1,196,290
Sources (uses) of working capital:							
Retirement of long-term debt	-	-	-	-	-	-	-
Net additions to fixed assets with grants	-	-	(218,000)	(517,300)	(660,000)	(600,000)	(630,000)
Other net additions to fixed assets	(359,445)	(608,640)	(1,814,000)	(300,000)	-	(800,000)	(700,000)
Net sources (uses) of working capital	(359,445)	(608,640)	(2,032,000)	(817,300)	(660,000)	(1,400,000)	(1,330,000)
ENDING WORKING CAPITAL	\$ 1,221,354	\$ 1,912,940	\$ 649,850	\$ 918,640	\$ 1,301,600	\$ 1,061,340	\$ 927,630
PROJECTS							
Grant Projects:							
Capital (Town's Share):							
Automated weather system			21,000				
Apron / Taxiway Construction			197,000	82,300			
Terminal/administration building				385,000			
Airport lighting				50,000			
West Side Taxiway/Runway					660,000		
Runway 15/33 and Taxiway Alpha						600,000	630,000
Total	\$ -	\$ -	\$ 218,000	\$ 517,300	\$ 660,000	\$ 600,000	\$ 630,000
Other Projects:							
Capital:							
Operating & Maintenance Equipment	43,210		100,000				
FAA Remote Transmitter	8,572						
Hangar Acquisition	199,811						
Land Acquisition		508,640					
Economic Development Program			529,000				
Airport Parkway Extension			285,000				
Fuel farm		100,000	900,000	300,000			
Hangar Redevelopment	107,852					800,000	700,000
Total	\$ 359,445	\$ 608,640	\$ 1,814,000	\$ 300,000	\$ -	\$ 800,000	\$ 700,000

TOWN OF ADDISON
UTILITY FUND LONG-TERM FINANCIAL PLAN
City Council Adopted 2003-04 Annual Budget

	Actual 2001-2002	Estimated 2002-2003	Budget 2003-2004	Year 1 Projected 2004-2005	Year 2 Projected 2005-2006	Year 3 Projected 2006-2007	Year 4 Projected 2007-2008
BEGINNING WORKING CAPITAL	\$ 6,806,797	\$ 5,099,640	\$ 3,605,680	\$ 3,078,490	\$ 2,365,310	\$ 2,049,280	\$ 1,564,120
NET INCOME							
Operating revenues:							
Water sales	3,124,690	3,112,800	3,660,800	3,734,000	4,144,700	4,227,600	4,734,900
Sewer charges	3,525,676	3,511,270	4,038,000	4,118,800	4,571,900	4,663,300	5,222,900
Tap fees	400	1,000	1,000	1,000	1,000	1,000	1,000
Penalties	54,735	60,000	65,000	65,000	65,000	65,000	65,000
Total operating revenues	6,705,501	6,685,070	7,764,800	7,918,800	8,782,600	8,956,900	10,023,800
Operating expenses:							
Water purchases	2,321,720	2,174,700	2,195,800	2,283,600	2,374,900	2,469,900	2,568,700
Wastewater treatment	1,597,539	1,581,100	1,619,700	1,716,900	1,819,900	1,929,100	2,044,800
Utility operations	1,506,673	1,669,140	1,812,750	1,885,300	1,960,700	2,039,100	2,120,700
Total operating expenses	5,425,932	5,424,940	5,628,250	5,885,800	6,155,500	6,438,100	6,734,200
Net operating income	1,279,569	1,260,130	2,136,550	2,033,000	2,627,100	2,518,800	3,289,600
Non-Operating revenues (expenses):							
Interest earnings and other	232,213	107,800	113,500	92,400	71,000	61,500	46,900
Interest on bonded debt and fiscal fees	(1,161,594)	(962,210)	(869,010)	(826,780)	(635,130)	(579,060)	(512,800)
Net Non-Operating revenues (expenses)	(929,381)	(854,410)	(755,510)	(734,380)	(564,130)	(517,560)	(465,900)
Net income (excluding depreciation)	350,188	405,720	1,381,040	1,298,620	2,062,970	2,001,240	2,823,700
Sources (uses) of working capital:							
Net retirement of long-term debt	(1,109,442)	(1,004,540)	(1,096,630)	(1,469,000)	(1,660,000)	(1,715,000)	(2,030,230)
Net additions to fixed assets	(947,899)	(895,140)	(811,600)	(542,800)	(719,000)	(771,400)	(783,000)
Net sources (uses) of working capital	(2,057,341)	(1,899,680)	(1,908,230)	(2,011,800)	(2,379,000)	(2,486,400)	(2,813,230)
ENDING WORKING CAPITAL	\$ 5,099,644	\$ 3,605,680	\$ 3,078,490	\$ 2,365,310	\$ 2,049,280	\$ 1,564,120	\$ 1,574,590
Ending working capital as % of oper. expenses	94%	66%	55%	40%	33%	24%	23%
USES OF WORKING CAPITAL							
Equipment							
Meters		13,000	26,000	20,000	20,000	20,000	20,000
Motor vehicles	57,185	52,920		35,000	35,000	35,000	35,000
Computer hardware	19,590		20,000	50,000		50,000	
Heavy equipment	83,917						
Capital projects							
Lindbergh water line replacement	173,100	103,160					
Mitchell/Lindbergh sewer line replacement	218,642	212,000					135,000
Marsh Lane water line replacement	355,885	409,760					
Wright Brothers/Wiley Post utilities replacement	39,580		96,600				
Water service line replacement program			72,000	72,000	114,000	114,000	93,000
Brookhaven Club area utilities rehabilitation		104,300			310,000	390,000	
Tallisker utilities replacement			385,000	88,800			
Beltway utilities rehabilitation				177,000			
Lake Forest utilities replacement			112,000			62,400	
Cotton Belt sewer line replacement					140,000		
Midway Road water line rehabilitation							400,000
Addition to capital project reserve			100,000	100,000	100,000	100,000	100,000
	\$ 947,899	\$ 895,140	\$ 811,600	\$ 542,800	\$ 719,000	\$ 771,400	\$ 783,000

TOWN OF ADDISON

AIRPORT OPERATOR OPERATION AND MAINTENANCE BUDGET

City Council Adopted 2003-04 Annual Budget

	Actual 2000-01	Actual 2001-02	Budget 2002-03	Estimate 2002-03	Budget 2003-04
Capital maintenance					
Grounds	\$ 8,209	\$ 24,173	\$ 36,800	\$ 23,850	\$ 20,000
Gates & fencing	28,266	12,867	\$ 50,300	15,310	32,500
Buildings	9,322	30,962	50,000	12,340	17,500
Runways & taxiways	36,123	21,556	29,000	5,150	-
Lights & markings	48,669	106,983	119,500	8,410	64,000
Pavements	238,367	125,423	162,800	36,950	531,000
Hangars	4,895	22,348	59,000	35,200	138,000
Insurance	65,625	50,550	65,000	55,610	65,000
	439,476	394,862	572,400	192,820	868,000
Equipment maintenance & materials					
Equipment & tool	3,725	25,372	41,000	16,990	6,000
Vehicle	11,537	299	6,000	10	-
Communications	20,071	20,855	10,000	13,650	7,000
Lubricants	2,959	47	3,000	20	1,000
Shop supplies	14,217	3,317	4,250	2,350	2,000
Small tools	1,031	4,877	5,500	1,580	3,000
Uniforms	3,386	5,550	6,500	5,050	6,000
Capital equipment	57,107	17,200	-	-	-
Fuels	2,816	5,762	9,000	1,220	-
	116,849	83,279	85,250	40,870	25,000
General & administration					
Customs expense	31,925	43,087	42,000	31,620	35,000
Office supplies	12,446	15,774	17,500	13,940	12,000
Rentals & leases	8,932	13,677	12,200	9,520	5,200
Telephone	16,444	33,597	25,600	40,440	30,000
Professional fees	8,536	16,765	14,400	19,190	41,000
Dues & subscriptions	7,926	4,541	6,700	8,850	3,300
Entertainment	3,506	2,697	3,300	1,590	7,200
Travel	10,895	5,416	10,800	10,410	15,000
Auto/mileage	635	564	1,070	430	-
Miscellaneous	129	3,097	1,500	12,320	5,500
Postage & shipping	3,441	3,162	4,500	3,020	3,600
Printing	1,121	2,207	2,450	1,650	2,000
Information technology	2,997	4,234	3,600	4,990	6,700
Meetings & presentations	1,379	3,878	15,000	13,550	-
Marketing & promotional	-	10,751	-	4,250	30,000
	110,312	163,447	160,620	175,770	196,500
Personnel services					
Salaries	225,543	288,062	408,210	470,910	451,000
Taxes & benefits	85,120	110,774	150,690	173,960	122,000
	310,663	398,836	558,900	644,870	573,000
Contractual services					
Capital equipment rentals & lease	23,758	945	2,200	1,260	-
Professional services	-	-	-	-	22,450
Electrical	11,244	2,738	-	3,000	-
Electric utility	18,526	32,240	33,000	30,000	36,000
Gas utility	3,645	2,019	2,500	4,100	4,230
Water & sewer utility	4,052	6,612	7,000	5,000	3,840
	61,225	44,554	44,700	43,360	66,520
Total Operation & Maintenance Budget	\$ 1,038,525	\$ 1,084,978	\$ 1,421,870	\$ 1,097,690	\$ 1,729,020

Council Agenda Item: #R8**SUMMARY:**

Council approval is requested of ordinances adopting the Town of Addison annual budget for the fiscal year 2003-04 and for the property tax rate.

FINANCIAL IMPACT:

The budget appropriates \$62,634,450 using \$46,261,090 in revenues and \$16,373,360 in reduction of combined fund balances.

BACKGROUND:

The budget presented to Council for adoption is very similar to the city manager's proposed budget that has been discussed with Council over the past few weeks. Major differences include:

General fund

- ◆ Sales tax estimate for 2003 has been increased \$126,110 to \$9 million to reflect past two months' experience. Sales tax for 2004 has been adjusted up \$129,890, or 3% over this new base amount.
- ◆ The Building & Fleet Services department budget has been increased \$45k for replacement of the two vehicle lifts in the city garage. These lifts had been included in the Town's long-term maintenance plan to be replaced in fiscal year 2005, but they had just recently failed after 20 years of service.
- ◆ The Fire department budget's contribution to the Capital Replacement fund has been increased \$60k to accommodate the purchase of a quint truck instead of a less expensive pumper.

Airport fund

- ◆ Town – Contractual services budget has been adjusted to recognize the \$65k in lease payments for the airport operator's new offices.
- ◆ Economic development payment has been reduced from \$550k to \$529k.

Utility fund

- ◆ Capital expenditures were increased \$385k for the Tallisker water line.

Capital Replacement funds

- ◆ Information Technology fund's budget was increased \$59k to purchase equipment that had been planned for the 2003 fiscal year.
- ◆ Capital replacement fund's budget was increased \$210k to accommodate the increased cost of a quint truck.

RECOMMENDATION:

It is recommended Council approve the budget and tax rate ordinances for the 2003-04 fiscal year.

#R8-2

AN ORDINANCE # 03 -

AN ORDINANCE OF THE TOWN OF ADDISON,
TEXAS FIXING AND ADOPTING THE TAX RATE
ON ALL TAXABLE PROPERTY, FOR THE YEAR
2003; AND DECLARING AN EMERGENCY.

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

WHEREAS, pursuant to V.T.C.A. Tax Code Sections 26.04 through 26.06, the Tax Assessor-Collector has calculated the tax rate for the fiscal year 2003-04 which cannot be exceeded without requisite publications and public hearing; and

WHEREAS, the tax rate for fiscal year 2003-04 as contemplated by the City Council and adopted herein did not exceed the rate calculated by the Tax Assessor-Collector; and

WHEREAS, upon full review and consideration of the matter, the City Council is of the opinion that the tax rate for year 2003 set, fixed and adopted herein below is proper;

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

SECTION 1. That for the year 2003 there is hereby levied an ad valorem tax of \$.4228 on each \$100.00 of assessed valuation for all taxable property located in the Town of Addison the 1st day of January 2003, and not exempted from taxation by the constitution and laws of the State of Texas.

SECTION 2. That \$.2201 of said tax shall be for the purposes of General Fund maintenance and operation of the Town of Addison.

SECTION 3. That \$.2027 of said tax shall be for the purpose of paying interest and principal on the General Obligation and Certificate of Obligation debt of the Town of Addison.

SECTION 4. That the Tax Assessor-Collector, or her designee is hereby authorized to assess and collect the tax rates and amounts herein levied.

SECTION 5. That the necessity for setting the tax rates as required by the laws of the State of Texas creates an urgency and an emergency and requires that this ordinance shall take effect and be in force from and after its adoption.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS on this the 23rd day of September 2003.

Mayor R. Scott Wheeler

ATTEST:

APPROVED AS TO FORM:

Carmen Moran, City Secretary

Ken Dippel, City Attorney

Council Agenda Item: #R9

SUMMARY:

Staff is providing information on the resident and business communications plan as it pertains to new water utility rates.

FINANCIAL IMPACT:

Under \$2,000

BACKGROUND:

The purpose is to provide a multi-tiered communications effort to inform residents and business about the new utility rates, how the new rates affect them, why the rates were changed, and how residents and business owners can best work with the new rates.

Messages include:

- Increase in cost from the City of Dallas and Trinity River Authority
- 1st increase by Addison in 10 years.
- Not limiting how much is used, but how much is wasted.
- Educate them on how best to utilize water with this new metering rate.
- Provide tips and access to other resources, such as COG and SmartScape Texas Landscaping.
- Encourage water conservation and therefore money savings.
- Provide projections on population growth and what it means for water (The population projection being used by NTCOG for the year 2025 is 7,855,600 for DFW Region -- current population is 4,868,681)
- Provide information on irrigation meters to businesses and only those homeowners who have an irrigation meter.
- Provide contact information for Addison Public Works Customer Service, which will provide help with determining the best way to utilize water in homes and businesses and also be a point for reporting water misuse.

Methods and timeline will include:

- September, 2003 – include landscaping tips for water conservation at the Arbor Foundation booth at Oktoberfest
- October 2003 – include a letter in the water bill (homeowners and businesses)
- October 2003 – put information including water conservation tips and contact information on the ci.Addison.tx.us website.
- October 2003 – include water conservation tips and video display at the Addison Health Fair.

- November 2003 – include an article in the Inside Addison newsletter (all residents and businesses).
- December 2003 – deliver water conservation tips brochure and refrigerator magnet in the Addison calendar (all residents and businesses).
- March 2004 – include an article in the Inside Addison newsletter.
- March, April, May 2004 – three consecutive postcards focusing on landscape tips for water conservation.
- June 2004 – include information delivered along with the Water Quality Report (last year, we used door hangers with the Texas SmartScape CD, brochures and leaky toilet tablets).
- Continue to include articles in the Inside Addison newsletter and at Addison events, such as Town Meetings.

RECOMMENDATION:

Item is presented for information purposes.

Council Agenda Item: #R10

SUMMARY:

Council adoption of an ordinance creating new water and wastewater (sewer) rates is requested.

FINANCIAL IMPACT:

The new rates are expected to increase operating revenues in the Utility fund by approximately \$660,000.

BACKGROUND:

The Town's water and sewer rates were last increased in fiscal year 1993 in order to pay for the debt service associated with capital projects, most notably the Addison/Farmers Branch sewer tunnel. In fiscal year 1996, the rates were adjusted to provide a net reduction of 5% to Addison's utility customers. The rates were reduced another 5% in fiscal year 1999. As early as May 2002 it became evident that the Town's rates would have to increase due to increasing costs associated with purchasing water and wastewater treatment services.

The Town hired the firm of Maximus to analyze the Town's rates and financial plan and develop recommendations for new rates. Maximus concluded that rates would need to be increased 15% and recommend the Town consider a special water rate for irrigation purposes that would encourage conservation. Attached is the ordinance that establishes the new rates.

RECOMMENDATION:

It is recommended Council adopt the attached ordinance.

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING CHAPTER 82 OF THE CODE OF ORDINANCES OF THE TOWN BY AMENDING SEWAGE RATES AND WATER RATES FOR ALL CUSTOMER CLASSIFICATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas water and sewer utility rates have not been adjusted in approximately the last ten years.

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

Section 1. The Code of Ordinances (the "Code") of the Town of Addison, Texas (the "City") is hereby amended as follows:

A. Chapter 82 (Utilities), Article I (In General), Division 5 (Rates and Charges) of the Code is hereby amended in part as follows:

1. Section 82-76 (Sewage rates) is amended by amending subsections (1) (Sewer minimum bills) and (2) (Sewer volume rate) to hereafter read as follows:

(1) Sewer minimum bills. Minimum monthly bill shall be applied to all customers based upon customer classification and shall include an allowance for volume based upon water consumed as follows:

Customer Classification	Minimum Monthly Bill	Volume Included (Gallons)
Single-Family Residential	\$ 9.40	2,000
Multi-Family Residential	\$ 52.33	15,000
Municipal/Schools	\$ 68.91	20,000
Commercial Large (meter size greater than or equal to 2 inches)	\$ 125.03	37,000
Commercial Small (meter size less than 2 inches)	\$ 16.65	3,000
Industrial Large (meter size greater than or equal to 2 inches)	\$ 267.18	80,000
Industrial Small (meter size less than 2 inches)	\$ 12.68	3,000
Hotel/Motel	\$ 267.18	80,000

(2) *Sewer volume rate.* All volume, which exceeds the amount allowed in the minimum bill, shall be charged at a rate of \$3.31 per 1,000 gallons of water consumed for all customer classifications.

2. Section 82-77 (Water rates) is amended by amending subsections (1) (Water minimum bills) and (2) (Water volume rate) and by adding new subsection (3) (Water conservation volume rate) to hereafter read as follows:

(1) *Water minimum bills.* Minimum monthly bill shall be applied to all customers based upon customer classification and shall include an allowance for volume based upon water consumed as follows:

Customer Classification	Minimum Monthly Bill	Volume Included (Gallons)
Single-Family Residential	\$ 8.28	2,000
Multi-Family Residential	\$ 49.48	15,000
Municipal/Schools	\$ 65.12	20,000
Commercial Large (meter size greater than or equal to 2 inches)	\$ 119.65	37,000
Commercial Small (meter size less than 2 inches)	\$ 11.70	3,000
Industrial Large (meter size greater than or equal to 2 inches)	\$ 263.25	80,000
Industrial Small (meter size less than 2 inches)	\$ 10.64	3,000
Hotel/Motel	\$ 263.25	80,000
Sprinkler Large (meter size greater than or equal to 2 inches)	\$ 82.04	27,000
Sprinkler Small (meter size less than 2 inches)	\$ 16.99	5,000
Fire Meters	\$ 26.92	8,000

(2) *Water volume rate.* All volume, which exceeds the amount allowed in the minimum bill, shall be charged at a rate of \$1.16 per 1,000 gallons of water consumed for all customer classifications, with the exceptions as noted in subsection (3) below.

(3) *Water conservation volume rate.* Single-family residential customers shall be charged a rate of \$2.33 per 1,000 gallons of water for all water consumed in excess of 15,000 gallons. Sprinkler (Large and Small) customers shall be charged for all volume, which exceeds the amount allowed in the minimum bill, at a rate of \$2.33 per 1,000 gallons of water consumed.

Section 2. This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those Ordinances are in direct conflict with the provisions of this Ordinance.

Section 3. Severability. The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 4. Effective Date. This Ordinance shall become effective from and after its date of passage as provided by law and be applied to monthly customer bills beginning with the November 2003 billing cycle.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS on this the 23rd day of September 2003.

Mayor R. Scott Wheeler

ATTEST:

By: _____
Carmen Moran, City Secretary

APPROVED AS TO FORM:

By: _____
Ken Dippel, City Attorney

Council Agenda Item: #R 11

SUMMARY:

Council approval is requested of an ordinance that amends Section 66-52 (Single Dwelling Units) of the Town of Addison Code of Ordinances.

FINANCIAL IMPACT:

There is no net financial impact related to this item since residents pay all residential sanitation collection fees.

BACKGROUND:

The Town awarded a contract to Waste Management for residential sanitation collection in September of 2000. Under the contract, the Town charges a rate of \$9.42 per month for each household. The Town also bills residential sanitation customers a \$0.10 per month landfill surcharge fee. Since the landfill surcharge has not been subject to sales tax in years past, the Town individually identified the fee on the monthly billing statements. With changes in the Texas Administrative Code, however, the Town will now be required to include this fee in our sales tax calculation. For this reason, the residential sanitation bills will now be reduced to one line item on the billing statement.

After an initial period, the contract stated that residential sanitation fee would be adjusted periodically in accordance with changes in the Producers Price Index (PPI) until the expiration of the contract in 2005. Based on the latest PPI results, staff is recommending a \$0.03 per month increase in the Waste Management contract. This would increase the total fee being paid by customers from the current rate of \$9.52 (\$9.42 plus \$0.10 landfill surcharge) to \$9.55 per month. If approved, this increase will become effective with the November 2003 billing.

RECOMMENDATION:

Staff recommends approval of the ordinance that amends Section 66-52 (Single Dwelling Units) of the Town of Addison Code of Ordinances.

#R11-2

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING CHAPTER 66 (SOLID WASTE), ARTICLE II (COLLECTION AND DISPOSAL), DIVISION 2 (SERVICE CHARGE) BY AMENDING SECTION 66-52 (SINGLE DWELLING UNITS); PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with State law the City Council of the Town of Addison, Texas (the "City") has heretofore adopted a sanitation collection fee; and

WHEREAS, the said sanitation fee is set forth in Division 2, Article II, Chapter 66 of the City's Code of Ordinances; and

WHEREAS, the City Council has reviewed the said sanitation fee and desires to amend the same as set forth herein.

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

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

Section 2. Amendment. Chapter 66 (Solid Waste) of the Code of Ordinances (the "Code") of the Town of Addison, Texas (the "City") is hereby amended in the following particulars, and all other chapters, articles, sections, subsections, paragraphs, phrases, and words are not amended but are ratified and confirmed:

A. Division 2 (Service Charge) of Article II (Collection and Disposal) of Chapter 66 of the Code is amended in part as follows:

1. Section 66-52 (Single Dwelling Units) of the Code is hereby amended to read as follows:

"All owners, lessees or persons in possession or residential property shall be charges a mandatory monthly fee for garbage collection, hauling and disposal from residences situated within the corporate limits of the Town as follows:

Curbside pickup for each single dwelling unit including a landfill surcharge fee, exclusive of sales tax and applicable state fees...~~\$9.42~~ \$9.55 "

Section 3. Savings. This Ordinance shall be cumulative of all other ordinances of the City affecting the City's investment policy and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those Ordinances are in direct conflict with the provisions of this Ordinance.

Section 3. Severability. The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 4. Effective Date. This Ordinance shall become effective November 1, 2003.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this _____ day of _____, 2003.

R. Scott Wheeler, Mayor

ATTEST:

By: _____
Carmen Moran, City Secretary

APPROVED AS TO FORM:

By: _____
Ken Dippel, City Attorney

Council Agenda Item: # R12**SUMMARY:**

We are recommending that the council award a contract totaling \$69,225.67 to Tru Green LandCare for landscape and irrigation maintenance in Addison Circle and Addison Circle Park. This is an annual renewable contract that can be extended for two (2) twelve-month periods under the same terms and conditions as the original contract. The existing contract with ValleyCrest Services expires September 2003.

FINANCIAL IMPACT:

Budgeted Amount: **\$75,000.00**

Cost: **\$69,225.67**

If over budget or not budgeted, what is the budget impact? N/A

The bids are divided into two areas, one for Addison Circle, and the other for Addison Circle Park. The attached bid tabulation table reflects a bid totaling \$39,746.05 for the Addison Circle maintenance, which will be funded from the FY 2003-2004 parks operations budget.

The remaining \$29,479.62 for the Addison Circle Park will be funded from the FY 2004-2005 Hotel Fund budget. American Landscape, Inc., the landscape contractor who installed the landscaping and irrigation for Addison Circle Park, will maintain the site until September 2004, at which time, Tru Green will take over the maintenance duties in October 2004. If the Council recalls, a Change Order was approved in June 2003 to have American Landscape Services perform the maintenance for one year, since they are carrying the warranty for all landscaping and irrigation for one year.

BACKGROUND:

The scope of work involved under this contract includes turnkey landscape and irrigation maintenance. The Addison Circle areas consist of all trees and tree wells throughout Addison Circle, Bosque Park, Esplanade Park, the Blueprints green area and the landscaping around the Addison Conference and Theatre Centre parking lot on Morris Avenue. By comparison, the existing Addison Circle maintenance contract with ValleyCrest is \$56,656 for approximately 100,000 square feet. This comes to \$0.56 per square foot per year, while Tru Green's breaks out to \$0.39 per square foot per year.

RECOMMENDATION:

Tru Green LandCare has successfully completed large contracts with other municipalities, and their reference responses were favorable. The attachments include a bid tabulation and Contract Agreement. Staff recommends approval.

#R12-2

Landscape Maintenance-Addison Circle and Addison Circle Park
Bid NO 03-26

DUE: August 12, 2003
2:00 PM

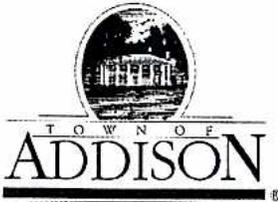
BIDDER	SIGNED	Bid Bond	a1	Addison Cir Park	Remainin g Areas	Grand total	Hourly Rate	Exception
Tru Green Landscape	Y	Y	y	\$29,479.62	\$39,746.05	\$69,225.67	\$70.00	
The Brickman Group	Y	Y	y	\$39,996.00	\$48,912.00	\$88,908.00	\$70.00	YES
Forest Hills	Y	C	y	\$47,540.00	\$47,940.00	\$95,480.00	\$35.00	
ValleyCrest	Y	Y	y	\$27,804.00	\$54,648.00	\$82,452.00	\$45.00	
Lawns of Dallas	Y	C		\$21,900.00	\$49,700.00	\$71,600.00	\$50.00	
Hoover	Y	C	y	\$67,872.00	\$68,476.00	\$136,348.00	\$70.00	

Minok Suh

Minok Suh, Purchasing Coordinator

Corey Dayden

Witness



FINANCE DEPARTMENT / PURCHASING DIVISION
(972) 450-7091 – Facsimile (972) 450-7096

5350 Belt Line Road
Post Office Box 9010 Addison, Texas 75001

INVITATION TO BID

The Town of Addison is accepting bids from all interested parties for Landscape Maintenance - Addison Circle and Addison Circle Park .

Bid No: 03-26

Bid Name: Landscape Maintenance - Addison Circle and Addison Circle Park

Bids Opened: July 29, 2003 at 2:00 p.m.
Office of the Purchasing Coordinator
Addison Finance Building
5350 Belt Line
Addison, Texas 75254

**Mandatory
Pre- Bid:** July 23, 2003 at 1:00 P.M.
Addison Stone Cottage
4901 Addison Circle Drive
Addison, Texas 75001

Please pay particular attention to sections 1.1 and 1.3, of the INSTRUCTIONS, regarding delivery of your bid (*late bids will not be considered*).

Since DemandStar.com maintains the vendor files for the Town of Addison, bidders do not need to notify the Town if they do not intend to bid on this project.

If you are not a member of Demandstar and wish to obtain a free copy of the bid specifications, you may pick up one at the Purchasing Department, 5350 Belt Line Road, Addison, TX 75254

For questions concerning the bid process contact Minok Suh, Purchasing Coordinator, at 972/450-7091. For questions concerning the specifications or the work to be performed, contact Jo Ann Shuffield, Parks Secretary, at 972-450-2851 or Ron Lee, Parks Operations Manager, 972/450-2863.

INSTRUCTIONS TO BIDDERS

1.0 RECEIPT AND PREPARATION OF THE BID

- 1.1 Bids will be received by the Purchasing Department of the Town of Addison until the time and date stated in the INVITATION TO BID, at the Office of the Purchasing Manager at 5350 Belt Line Road, Addison, Texas 75254, at which time they will be opened and read aloud.

Bids submitted after this closing time will not be accepted and will be returned unopened.

Unsigned bids will not be considered.

- 1.2 Each bid shall be enclosed in a sealed envelope, addressed to the Purchasing Manager, Town of Addison, 5350 Belt Line Road, Addison, Texas 75254.

Bids must be labeled in the lower left-hand corner with the Bid Number and Bid Name, and bidders must also include their company name and address on the outside of the envelope.

- 1.3 Bidders are responsible for making certain bids are delivered to the purchasing department. Mailing of a bid does not insure that the bid will be delivered on time or delivered at all. If a bidder does not hand deliver the bid, it is suggested that he/she use some sort of delivery service that provides a receipt.
- 1.4 Bids may be withdrawn prior to the above scheduled time set for closing of the bids. Any bid received after the time and date specified shall not be considered.
- 1.5 The Town of Addison reserves the right to postpone the date and time for opening bids, through an addendum.

2.0 ADDENDA AND EXPLANATIONS

- 2.1 Bidders having any questions regarding the true meaning of the specifications or terms and conditions shall submit these questions to the Purchasing Manager. Any and all interpretations or supplemental instructions, which, if issued, will be sent to all prospective bidders. A copy of all addenda issued must be signed and returned with your bid.

3.0 TAXES

- 3.1 All bids are required to be submitted without State Sales Tax. The Town of Addison is exempt from payment of such taxes and a Tax Exemption Certificate will be executed for the successful bidder.

4.0 SCOPE OF WORK

- 4.1 The work under this contract shall consist of the items or services contained in the bid, including all materials, equipment, labor and all other items necessary to complete said work in according to the contract documents.

5.0 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 5.1 Before submitting a bid, each bidder must examine the Contract Documents thoroughly to ensure that the product or service you are proposing meets the intent of these specifications.
- 5.2 The Town of Addison is not responsible for incomplete bid packets.
- 5.3 Bidders are instructed to return the colored pages of the bid packet.

6.0 BIDDING

- 6.1 Bid Bond

Bidders will be required to submit a Bid Security, made payable to the Town of Addison in the amount of five per cent (5%) of the Bidders total bid price. Security shall be in the form of a certified bank check or a Bid Bond issued by a corporate surety authorized and admitted to do business in the State of Texas and licensed by the State to issue

surety bonds. The surety shall also appear as a qualified surety on the list from the U.S. Treasury Department. The Bid Security of the Successful Bidder will be retained until such Bidder has furnished a payment bond, if the contract price is \$25,000 or more, or until a contract is executed if the price is less than \$25,000. If the amount of the bid is \$100,000 or more, a Performance Bond equal to the total contract price, shall be required and the contractor shall include this cost in his bid. Bonds must be furnished within five (5) days of the Notice of Award. If the Bidder fails to furnish the required Bonds within the prescribed time, the Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom the Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the Contract is awarded.

Attorneys-in-fact who sign bid bonds must file with each bond, a certified and effectively dated copy of their Power of Attorney.

6.2 Bidders are instructed to consider the following factors in preparation of your bid:

- a. Bids shall remain firm for a period of 60 calendar days after the scheduled bid opening.
- b. Exceptions to any specifications, or part thereof, must be clearly stated and included with your Bid Proposal Form.
- c. Bidders are instructed to include all necessary charges, related to this contract.

7.0 AWARD OF CONTRACT

7.1 The Town of Addison reserves the right to reject any or all bids, reject any particular item on a bid, and to waive immaterial formalities. The contract will be awarded to the lowest responsible bidder(s) whose bid(s) is most advantageous to the city, price and other factors considered. Award may be by line item or in total, at the sole discretion of the Town of Addison.

7.2 Award will be based upon an analysis of the following criteria and weighted according to points assigned for each criteria:

- a. Bid Price, which may not necessarily be the lowest bid depending on the criteria listed below. **10 points**
- b. Quality of: fleet, equipment, labor, administrative operations; communication method; equipment storage and business office(s). **25 points**
- c. Bidders ability to produce the goods or services requested, in a timely manner, based upon reference responses to the contractor's capabilities on present and previous projects. **30 points**
- d. Performance on contracts similar in size and scope of work within the past (5) years. **20 points**
- e. Bidder's perceived understanding of the purchaser's needs. **15 point.**

7.3 To demonstrate bidder's qualifications to perform the work, each bidder must submit with their bid, a minimum of three (3) customer references, including company name, telephone number and individual to contact. Use governmental agencies as references, if available.

7.4 A Notice to Proceed will be issued when all bonds and insurance certificates are delivered to the purchasing department.

7.5 The contractor should submit an invoice monthly and payment will be made within thirty days.

8.0 CERTIFICATES OF INSURANCE REQUIRED

8.1 The Contractor shall agree to furnish and maintain, during the period of this agreement, insurance coverage meeting the following requirements:

- a. Commercial General Liability Insurance at minimum combined single limits of \$500,000 per occurrence and \$1,000,000 general aggregate for Bodily Injury and Property Damage, which coverage shall include Products/Completed Operations, (\$1,000,000 Products/Completed Operations Aggregate) and XCU (explosion, collapse & underground) Hazards. Coverage for Products/ Completed Operations must be

maintained for at least two (2) years after the work is completed. Coverage must be written on an Occurrence Form. Contractual Liability must be maintained with respect to the contractor's obligations contained in the contract.

- b. Workers Compensation insurance at statutory limits, including employers liability coverage at minimum limits of \$100,000 per occurrence - each accident, \$100,000 per occurrence - disease, and \$500,000 aggregate - disease.
- c. Commercial automobile liability insurance at minimum combined single limits of \$500,000. per occurrence for owned, non-owned and hired coverage.

8.2 Contractor shall provide the following endorsements:

- a. Named insured wording which includes the Contractor and the Town of Addison with respect to general liability, automobile liability.
- b. All liability policies shall contain cross liability and severability of interest clauses.
- c. A waiver of subrogation in favor of the Town of Addison with respect to the worker's compensation insurance and all other insurance policies.
- d. The policy shall be endorsed to require the insured to immediately notify the Town of Addison of any material changes in the insurance coverage.

8.3 All insurance shall be purchased from an insurance company, which meets the following requirement:

- a. Must be issued by a carrier, which is rated "A-1" or better by A.M. Best's Key Rating Guide.
- b. Licensed and admitted to do business in the State of Texas and is a subscriber to the Texas Guaranty Fund.

8.4 All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of insurance shall be prepared and executed by the insurance company or it's authorized agent and shall contain provisions representing and warranting the following:

- a. The company is licensed and admitted to do business in the state of Texas.
- b. The Texas State Board of Insurance has approved the company's forms.
- c. Sets forth all endorsements as required above.
- d. The Town of Addison will receive at least thirty (30) days notice prior to cancellation or termination of insurance.

9.0 RESOLUTION OF DISPUTES

The parties hereby covenant and agree that in the event of any controversy, dispute, or claim of whatever nature arising out of, in connection with or in relation to the interpretation, performance or breach of this agreement, including but not limited to any claims based on contract, tort or statute before filing a lawsuit the parties agree to submit the matter to Alternative Dispute Resolution pursuant to the laws of the State of Texas. The parties shall select a third party arbitrator or mediator from the current list of neutrals on file with the Alternative Dispute Resolution Administrator of the Dallas County District Courts. All forms of Alternative Dispute Resolution may be used except binding arbitration. The proceedings shall be conducted in accordance with the laws of the State of Texas.

10.0 NON DISCRIMINATION POLICY

It is the policy of the Town of Addison to afford all people an equal opportunity to bid on any contract being let by the Town.

The Town of Addison has a policy that prohibits discrimination against any person because of race, color, sex, or national origin, in the award or performance of any contract.

The Town of Addison will require its employees, agents, and contractors to adhere to this policy.

**TOWN OF ADDISON PARKS DEPARTMENT
LANDSCAPE MAINTENANCE – ADDISON CIRCLE AND ADDISON CIRCLE AREA**

PART1 -GENERAL

1.1 STATEMENT OF INTENT

The Maintenance Contractor is hereby made aware that both the Owner and the Contractor anticipate that the landscape and irrigation maintenance at this site shall be of very high quality. All work to be performed within the scope of these specifications shall be strictly managed, executed and performed by experienced personnel using only sound horticultural and irrigation practices.

1.2 SCOPE OF WORK

A. The Landscape and Irrigation Maintenance specifications shall include the complete care as defined within these specifications, of all planted trees, shrubs, turf, groundcover, irrigation, and decomposed granite areas within the limits of work for the following general areas: (See the Attached Addison Street Map)

1. **Bosque Park** – One acre park on Quorum Drive between Addison Circle Drive and Morris Ave.
2. **Goodman Avenue** – Tree planters (including trees) in sidewalks on the north and south sides of the street.
3. **Paschal Place** – Tree planters (including trees) in sidewalks on the east and west sides of the street
4. **Morris Avenue** – Tree planters (including trees) in sidewalks on the north and south sides of the street
5. **Witt Place** – Tree planters (including trees) in the sidewalks on the east and west sides of the street.
6. **Addison Circle Drive** – Tree planters (including trees) on the north and south sides of the street beginning at the parking garage and extending east to the Tollway/Addison Circle Drive Intersection.
7. **Quorum Drive** – Tree planters on the east and west sides of Quorum Drive extending from Goodman Avenue, south to the railroad tracks crossing Quorum Drive. This includes all of the trees in the roundabout.
8. **Quorum Drive Center Medians** – **Trees only** extending from Goodman Avenue, south to the railroad tracks crossing Addison Circle Drive.
9. **Spectrum Drive** – Tree planters (including trees) in sidewalks on the east and west sides of the street. This contract is to include new streetscape plantings to be installed from Airport Pkwy. to Morris Ave. and from McEntire Place to Arapaho Rd.
10. **McEntire Place** – Tree planters (including trees) in sidewalk on the north side of the street, and the greenbelt (including trees) on the south side of the street just to the north of the railroad tracks. The greenbelt extends east of Spectrum Drive. It follows the hike/bike trail located between the structures to the north and the railroad tracks to the south.
11. **Lewis Place** – Tree planters (including trees) in sidewalk on the east and west sides of the street.
12. **Mildred Place** – Tree planters (including trees) in sidewalk on the east and west sides of the street.
13. **Esplanade Park** – 1.43-acre park on Addison Circle Drive east of Quorum Drive.
14. **Art Piece Roundabout** – Circular turf area inside roundabout.
15. **Artist Way** – Tree planters (including trees) in sidewalks on the east and west sides of the street.
16. **Morris Ave. Parking Lot** – **Trees, grass, and plantings located at the northeast corner of Addison Rd. and Morris Ave.**
17. **Addison Circle Park** – **Trees, grass, and plantings located on the 9.56 acres at the southwest corner of Quorum Drive and Addison Circle Drive.**

NOTE:REPAIR AND MAINTENANCE OF PLANTER FENCING, TREE WELL ELECTRICAL OUTLETS, AND LIGHTING ARE NOT INCLUDED IN THE SCOPE OF SERVICES FOR THIS CONTRACT.

B. The Contractor shall provide all materials, equipment and labor required and/or inferred to perform all tasks identified within these specifications.

C. The work under this contract includes watering, fertilization, pruning, spraying pesticides, weeding,

herbicide applications, bed cultivation, edge trenching, mowing, edging, linetrimming, irrigation checks and repairs in all landscape areas listed in section 1.2 – A., litter removal (including dog waste) in Bosque Park, Esplanade Park, and Addison Circle Park, all turf areas and all tree wells, overseeding in Esplanade Park and Art Piece Roundabout, color change-outs in Esplanade Park and aerification of all turf areas imonthly during the growing season.

- D. This landscape maintenance contract is a one-year contract and shall commence October 1, 2003, and shall end September 30, 2004. The contract shall be renewable for tw (5) five additional one year periods per contract if agreed to by both parties

1.3 GUARANTEE

- A. The Contractor shall replace, at Contractor's expense, all plant material, that, in the opinion of the Owner, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the work specified herein.
- B. It is the responsibility of the Contractor to notify the Town of Addison Parks Department of any conditions beyond the control of the Contractor or scope of work of these specifications that may result in the damage and/or loss of plant material. This responsibility includes, but is not limited to notifying the owner of the following:

1. Damage by others to the irrigation system.
2. Vandalism and/or other abuse of the property that results in damage to the plant material.
3. Areas of the site that continually hold water or are excessively wet.
4. Areas of the site that appear too dry.

(Note: The contractor shall be responsible for notifying the Town of Addison Parks Department verbally immediately upon observation, and in writing on a weekly basis of conditions where the site is too wet or dry. This shall also apply to damaged irrigation and vandalism.)

The Contractor shall list any such items on the Landscape Management Report, along with recommended solutions and related cost. Failure of Contractor to report such items shall cause Contractor to incur full responsibility and cost for repair of such items. The required Landscape Management Report is included with these specifications.

1.4 SCHEDULING

- A. Timing
1. The Town of Addison shall determine scheduling of maintenance visits based on input from the contractor. The Town of Addison shall be contacted 48 hours ahead of time when service cannot be performed on schedule and an alternate time shall be determined.
 2. The Town of Addison may at any time request alterations to the general maintenance service provided that the Contractor can accomplish the request without additional equipment, labor or man-hours.

1.5 LANDSCAPE MAINTENANCE INSPECTION

- A. Weekly Inspections by the Contractor

The Contractor shall be responsible for a weekly inspection of the entire property in the company of a Town of Addison designated representative and for the performance of all items required and referred to in these specifications.

- B. Monthly Inspections by the Town of Addison

The Town shall perform monthly inspections with the contractor to review compliance with the specifications and to identify problem areas.

C. Landscape Maintenance Report

The Contractor shall be responsible for notifying the Town of Addison via the Landscape Maintenance Report of any problems. This worksheet must be left at the offices of the Town of Addison Parks Department on the day of the maintenance. Faxed Copies with a signature are acceptable (Fax 972/450-2834). ***The Contractor shall not be paid for work reflected on that week's maintenance visit if these forms are not received by the Town.*** These forms are very important in protecting both the Owner and Contractor when discrepancies arise. Any items not called to the attention of the Owner that result in any damage to the property shall fall under the liability of the Contractor. The Contractor shall use the form provided in this specification.

D. Frequency Chart

All items listed on the Maintenance Frequency Chart must be executed as specified unless an alternate schedule is approved by the Town in writing. If the Contractor does not perform any item listed, that item shall then be deducted from that month's billing.

1.6 ADDITIONAL REQUIRED CONTRACTOR REPORTING

A. Pesticide Application Reports

Written notification and posting of Chemical Application, by law, must occur within (48) hours of application. All such notifications must conform to the State of Texas Structural Pest Control Board (SPCB) requirements.

A completed Chemical Application Report shall be submitted to the Town within forty-eight hours (48) hours following all pesticide or fertilizer applications. This report shall contain pertinent weather conditions, exact time of application, chemicals and dilution rates used, as well as, the signature of the applicator involved. Pesticide applications shall comply with all laws and regulations of the State of Texas Structural Pest Control Board.

For fertilization reporting, always include the total number of pounds of fertilizer applied and indicate an approximate percentage of completion, if activity is not completed within a single day.

B. Irrigation Reports

All irrigation system inspections shall include an Irrigation Report submitted to the Town of Addison within twenty-four (24) hours following the completion of each inspection. This report shall contain the following information:

1. Inspection date and duration, in time, of the inspection.
2. List by controller and zone number repairs made or problems found.
3. Status of controller program after completion (on, off, rain mode, etc.). **All controller programming shall be done by and coordinated through a Town of Addison Parks Irrigation technician.**
4. Repairs or replacement performed due to Contractor damage.

C. Required Notifications

The Contractor shall notify the Town of Addison by phone at least forty eight (48) hours in advance of the performance of the following activities:

1. Pesticide or fertilizer applications.
2. Seasonal color changes.

3. Irrigation system inspections.
- D. Situations requiring immediate notification to the Town of Addison by the Contractor include:
- I. All situations concerning safety, health or property damages.
 2. All situations involving issues with electric or water utilities where an immediate response is needed.
 3. Changes to the Contractor's schedule.

1.7 CONTRACTOR'S GENERAL PERFORMANCE

A. Personnel Requirements

1. All maintenance personnel shall be uniformed and generally neat in appearance.
2. An English-speaking foreman must be present on site at all times
3. Appropriate safety equipment shall be utilized at all times.
4. All lunch and break periods taken by maintenance personnel shall be within areas approved by the Town.
5. While on site, all personnel must behave in a professional manner.
6. Contractor shall have emergency response personnel available 24 hours per day, seven days per week. Contractor shall provide Owner with "after hour" contact names and numbers.

B. Maintenance and Support Equipment

1. Only the appropriate equipment, in proper working order, shall be utilized for maintenance operations.
2. Repair, servicing or fueling of equipment is not permitted within landscape areas.
3. Equipment shall be operated in a safe and effective manner at all times.
4. Mower blades shall be sharp and set to the proper heights.

PART 2 -PRODUCTS

2.1 FERTILIZER: SHRUBBERY, GROUNDCOVER, VINES, AND ORNAMENTAL TREES

1. Fertility Applications: Shrubs shall be maintained and fertilized to be healthy and vigorous. Fertility is scheduled for three (3) applications per year and as necessary in between scheduled applications to maintain health and vigor. The contractor shall use only the highest-grade slow release fertilizer with a high micro nutrient package. Coverage shall include 1 lb. of nitrogen per 1000 sq. ft.
2. Fertilizer: The contractor shall use Lesco brand fertilizer or its equivalent that has a full minor nutrient package. 15-5-10 element percentage (3-1-2 ratio) with a minimum 7% sulfur and 4% iron plus trace elements. Nitrogen source to be at least 50% slow release urea formaldehyde (UF) or sulfur coated urea (SCU). The Contractor shall return empty bags of fertilizer to verify quantities applied.
3. Seasonal Color and bulbs shall be fertilized using blood meal at recommended rates.

2.2 HERBICIDES

- A. Turf areas, ornamental beds and Bosque Park (mulched area) weed control to include:
 - 1. Post-emergent weed control: As needed.
 - 2. Pre-emergent weed control: The Contractor shall control weeds with a year-round pre-emergent program.
 - 3. Pre-emergent application shall not be combined with fertilization unless approved by the Town of Addison.
 - 4. All herbicides must be approved for use by the Town of Addison.

2.3 PESTICIDES

- A. Provide as needed for safe control of insect and/or disease problems.
- B. All pesticides must be approved for use by the Town of Addison.

2.4 MULCH

- A. Landscape Beds: Twice ground premium grade shredded hardwood bark mulch as supplied by Living Earth Technology Co., or approved equal. **Bosque Park shall be mulched with twice ground cedar mulch.** Apply 1 time per year in March/April and additional applications monthly as needed to touch up areas. Maintain mulch (2) two inches thick at all times. **The Town of Addison shall inspect the quality of the mulch prior to distribution.**
- B. Trenching of curbs and sidewalks prior to mulching will take place, which is to include all hard surfaces.

PART 3 - EXECUTION

3.1 IRRIGATION SYSTEM AND WATERING

- A. Irrigation System Inspection and Maintenance:
 - 1. Inspection by the Town’s representative and the contractor’s **licensed irrigation technician** shall be performed on all zones of irrigation in accordance with the annual schedule of activities. Controllers shall be manually operated and a visual inspection performed to verify proper operation of all system components.
 - 2. Maintenance and repair activities to be performed as needed include:
 - a. Head height adjustments.
 - b. Head repair, including nipples, and replacements.
 - c. Unclogging, adjustment and replacement of nozzles.
 - d. Adjustments to flow control devices on electric valves
 - e. Replacement of damaged and missing valve box covers and lids.
 - f. Adjustments to irrigation controller settings or programs (coordinated with the Town).
 - g. Elimination of any pests such as ants, spiders or mice from controller cabinets and valve, DCA and meter boxes.
 - h. Repair lateral lines and fittings
 - i. Repair mainline piping, valves, and wiring not outlined in ‘a-g’ above based upon a time and materials basis. Note: No mark up of wholesale prices of materials is allowed – SEE BID FORM.
 - 3. Only irrigation repairs of the highest quality will be accepted. This includes renovation of disturbed landscape/turf areas to their existing condition.

4. Repairs found to be needed outside the scope of inspection, maintenance, and repairs shall be reported to the Town of Addison immediately. A cost estimate for such repairs must be supplied to the Town's representative for approval prior to commencement of work.
5. All damages to irrigation system components caused by the Contractor's operations shall be repaired immediately.
6. All repair work must be performed by an individual licensed in the State of Texas as a repair technician or irrigator.

B. Irrigation System - Controller Programming:

1. The Contractor shall make recommendations for controller programming as conditions warrant.
2. Controller programs shall take into consideration specific site conditions as well as seasonal needs and anticipated weather conditions.
3. Landscape areas should receive an inch to an inch and one half of water, including rain, per week. Precipitation rate of the sprinkler heads is as follows:
 - a. Rotary heads approximately 1/3 I.P.H.
 - b. Spray heads approximately 1 I.P.H.
4. The Contractor shall provide the Owner with written documentation of initial irrigation program, updating this program when changes are made.
5. The Contractor is responsible for coordinating, with the Town of Addison representative, all required manual operations of irrigation controllers, such as turning off controllers prior to freezing or rainy periods, as well as the adjustments required in conjunction with chemical and fertilization applications. A rainy period will be defined as one (1) day of continuous rain or two inches (1") of rainfall within 24 hours and freezing conditions shall be actual or forecasted temperatures of 40 degrees or less.

C. Tree Watering:

1. Hand water trees as needed. Water those trees showing heat or drought stress. Be alert to over watering and discontinue applications if required.
2. Areas needing supplemental hand watering due to irrigation malfunction or extreme drought conditions shall be watered by the Contractor on an as needed basis.

D. Shrub and Groundcover Watering:

1. Monitor and notify the Town's representative, in writing, of needed adjustments.

3.2 FERTILIZER

A. Trees:

1. Fertilize all trees two (2) times per year in September and March according to the following specifications:
 - a. One 40-pound bag of ARBOR-GREEN fertilizer as manufactured by Lesco, Inc., per 200 gallons of water,
 - b. One gallon of Chelated Micro-Mix, as manufactured by Lesco, Inc., per 200 gallons of water.
 The two products shall be mixed together in a tank no smaller than 200-gallon capacity.

The tank shall have mechanical agitation. The pump shall be able to supply a minimum operating pressure of 150 psi.

- c. The solution shall be applied to the trees at a rate of one gallon per caliper inch. Injections shall be made every 36" equally spaced around the drip line of the tree or according to the manufacturer recommendations.

B. Shrubs and Groundcover:

1. Fertilize all shrub and groundcover beds in March, June and September with a 3:1:2 ratio fertilizer with iron and sulfur at 1.0 pounds of actual nitrogen per 1000 square feet of application. The Nitrogen source shall be at least 50% slow release urea formaldehyde (UF) or sulfur coated urea (SCU).

C. Turf

1. Fertilize turf areas in April, June, and August with a 3:1:2 ratio fertilizer with iron and sulfur at 1.0 pounds of actual nitrogen per 1000 square feet of application. The Nitrogen source shall be at least 50% slow release urea formaldehyde (UF) or sulfur coated urea (SCU). **Fertilizer ratios are subject to change and shall be pre-approved by the Town of Addison Parks Department.**

3.3 PRUNING

A. Shade and Ornamental Trees:

1. Tree Care Pruning: Winter pruning shall be done during January. At this time, the contractor shall remove all diseased, dead or dying branches. Additionally, crossing branches not consistent with standard form, low hanging or broken limbs (heading up) posing a safety hazard, and limbs promoting poor light and air penetration shall be removed/thinned by the contractor.

Red Oaks and Live Oaks shall not be pruned during the months of February through July

Pruning techniques shall be in accordance with the latest edition of *Tree Pruning Guidelines* published by the International Society of Arboriculture and the American National Standards (A.N.S.I) A300 – Pruning Standards.

Broken limbs, dead wood, suckers and watersprouts shall be removed as detected and such removal is authorized at any time. If such removals are on oaks during the months of February through July, a pruning paint must be applied to all cuts.

2. When pruning, the Contractor shall make no flush cuts or apply pruning paint to cuts.

B. Shrubs:

1. Prune all shrubs and ground covers as need to encourage healthy growth and to create a natural appearance based upon the plant placement and plant growth. Note: Dwarf Yaupon shrubs within the tree well fencing must be maintained at a height low enough to allow the 12" irrigation pop-up heads to clear the foliage. These shrubs must also be maintained within the confines of the tree fences.

C. Groundcovers:

1. Trim edges of beds and any errant growth as needed during the growing season. DO NOT use line edgers to trim groundcovers. DO NOT trim vertically. Cut at a 45-degree angle.

3.4 PESTICIDES

- A. Provide insect, fire ant and disease control on an as needed basis. Pesticides shall be applied by a licensed applicator. Supply the Town with written (48) hour notice prior to any applications. Follow SPCB guidelines.

3.5 HERBICIDES

Supply the Town with (48) hour written notice prior to any applications. Follow SPCB guidelines.
All pesticides and herbicides shall be applied by a Texas Structural Pest Control licensed applicator.

- A. Pre-emergent:
 - 1. The Contractor shall control weeds with a year-round pre-emergent program.
- B. Post-emergent:
 - 1. Apply post-emergent herbicide according to label instructions, as needed, to control weeds in beds, lawns, crushed granite, paver, curb lines, and mulched areas. All herbicides to be used must be approved by the Town of Addison.
- C. All liquid herbicide applications shall contain a water-soluble dye (blue or green) used in a strength adequate for visual verification. Care shall be taken to avoid excessive overspray of dyed solutions onto walks, curbs, walls, signs or other features. Any overspray shall be removed from these areas immediately.
- D. All post-emergent herbicides shall be applied with a suitable surfactant additive mixed uniformly in solution.
- E. Use chemical and/or mechanical means to maintain all pavement lines and cracks in a weed-free condition.

3.6 FIRE ANT CONTROL

- A. All beds and mulch areas shall receive one spring application of 'Logic' and one summer application of 'Amdro' as a preventative treatment for fire ants.
- B. Use Orthene for individual mound treatment on an as-needed basis.

3.7 MULCHING/TRENCHING

- A. Mulch all shrub beds to maintain a 2-inch depth of shredded hardwood bark mulch and/or cedar mulch. Shrub bed mulching shall occur in early spring (March - April). Mulch is to be spread such that none of the previously laid mulch is visible. Mulch shall be maintained so that no bare areas of soil are visible at any time. **Mulch used in Bosque Park shall be cedar mulch.**

3.8 WEEDING/CULTIVATING

- A. Remove weeds as needed to maintain all areas in a weed free condition. Cultivate beds only prior to application of pre-emergent herbicide. DO NOT cultivate beds after pre-emergent herbicide has been applied.

3.9 LITTER CONTROL (Includes Dog Waste)

- A. The contractor shall be responsible for picking up trash (including dog waste) during each site visit. Trash receptacles in Bosque Park, Addison Circle Park, and Esplanade Park shall be emptied and relined during each visit. **Waste receptacles located along the streets in the Post Properties Addison Circle development are not included in this contract.**

4.0 WINTER OVERSEEDING

- A. The Contractor shall be responsible for overseeding the Art Piece Roundabout and Esplanade Park with an approved blend of perennial rye grass seed. Overseeding shall be performed during the third week of September.

4.1 MOWING

- A. The contractor shall be responsible for mowing Esplanade Park and the Art Piece Roundabout approximately 52 times during the year. The greenbelt along the south side of McEntire Place and extending east of Spectrum, the Morris Ave. parking lot, and Addison Circle Park shall be mowed approximately 33 times during the year.
- B. Mowing shall be done using a mulching rotary-type mowers of all areas except the Art Piece Roundabout , which must be mowed using reel-type mowers. Excess grass clumps shall be removed after each mowing.

4.2 TURF AERIFICATION

- A. All turf areas shall be aerified monthly during the growing season (4 times per year) utilizing walk-behind core-type units.

4.3 SEASONAL COLOR COLOR CHANGEOUT – ESPLANADE PARK

- A. Location: Esplanade Park
- B. Bed sizes: One on east end (approximately 150 sq ft) and one on west end (approximately 150 sq ft)
The Contractor shall provide turnkey 4” potted seasonal annual color change-out on 6” centers with 1-gallon accent plantings with spacing to be determined by the Town of Addison, four times yearly: spring, summer, fall, and winter.
- C. Choice of plantings to be used is to be determined by the Town’s representative. Only selections typically used in North Texas will be considered.

LANDSCAPE MAINTENANE - ADDISON CIRCLE AND ADDISON CIRCLE PARK

**LANDSCAPE AND IRRIGATION MAINTENANCE
LANDSCAPE MANANGEMENT
FREQUENCY CHART
20032004**

GENERAL SITE MAINTENANCE

FREQUENCY PER YEAR

- | | | |
|----|------------------------------------|---|
| A. | Trash, pet waste, debris removal * | Each visit |
| B. | Major leaf removal (Bosque Park) | November, December (once per month) |
| C. | Grounds Inspections | 12 |
| D. | Turf Aerification | Bi-monthly during the growing season (4 times per year) |

SHRUB AND GROUND COVER CARE

FREQUENCY PER YEAR

- | | | |
|----|-----------------------------|------------------------------|
| A. | Weed/Insect control | Mimimal weekly and as needed |
| B. | Ground cover control/edging | Monthly and/or as needed |
| C. | Pruning/Trimming | Monthly and/or as needed |
| D. | Mulch Application | 1 |
| E. | Fertilizer applications | 3 |
| F. | Pre-emergent | 2 |

TREE CARE

FREQUENCY PER YEAR

- | | | |
|----|----------------------------------|-------------|
| A. | Pruning: sucker and watersprouts | As needed |
| B. | Pruning: winter pruning | 1 (January) |
| C. | Mulch application | 1 |
| D. | Fertilizer applications | 2 |
| E. | Remove dead or broken limbs | As needed |

OVERSEEDING

FREQUENCY PER YEAR

- | | | |
|----|---|---------------------------------------|
| A. | Overseeding with Perennial Rye
Esplanade Park and Art Piece Roundabout | 1 (3 rd week of September) |
|----|---|---------------------------------------|

MOWING

FREQUENCY PER YEAR

- | | | |
|----|---|----|
| A. | Mowing, edging, line trimming,
Esplanade Park, Art Piece Roundabout | 52 |
| B. | Mowing, edging, line trimming
McIntire greenbelt, Morris Parking
Lot, Addison Circle Park | 33 |

COLOR CHANGEOUTS – ESPLANADE PARK

FREQUENCY PER YEAR

- | | | |
|----|------------------|------------------------------|
| A. | Annuals – 2 beds | Spring, Summer, Fall, Winter |
|----|------------------|------------------------------|

IRRIGATION

FREQUENCY PER YEAR

- | | | |
|----|---------------------------------|-----------|
| A. | Irrigation Inspections | 12 |
| B. | Irrigation Maintenance & Repair | As needed |

* Trash pickup and removal shall consist of emptying trash receptacles and placing liners in Bosque Park, Addison Circle Park, and Esplanade Park as well as all litter within the confines of the landscaped areas of this contract. All other pedestrian walkway trash receptacles are the responsibility of Post Properties.

LANDSCAPE MANAGEMENT REPORT

Required to be completed each trip for each of the 3 locations:
Addison Circle Streetscape Phases I & II and Roundabout,
Bosque Park, Morris Ave. Parking Lot, Addison Circle Park and Esplanade Park
Drop form by (Parks Dept) 16801 Westgrove, 2nd floor or Fax to 972/450-2834

Date: _____ Location _____ Inspected by: _____

General Site Maintenance

- Trash, Debris, and Pet Waste Removal _____
- Major Leaf Removal _____
- Grounds Inspections _____

Shrub & Groundcover Care

- Weed Control _____
- Pest Control _____
- Groundcover Control/Edging _____
- Pruning/Trimming _____
- Mulch Application _____
- Pre-Emergent _____

Tree Care

- Pruning: Sucker & Water sprouts _____
- Pruning: Winter Pruning _____
- Mulch Application _____
- Fertilizer Applications _____
- Dead/Broken Limb Removal _____

Overseeding Perennial Rye

Mowing, edging, line trimming

Aerification of turf

Color Change-outs – Esplanade Park

Annual color – 2 beds _____

Irrigation

- Head height adjustment _____
- Head - repair/replace _____
- Nozzles unclog/adjust/replace _____
- Adjust flow control devices on electric valves _____
- Replace damaged/missing valve box covers _____
- Adjust controller settings/programs (coordinate with Town) _____
- Eliminate pests in controller cabinets _____
- Lateral line piping/fittings repair _____
- Mainline piping repair _____

Valve repair/replace
Station wiring repair

Additional Comments:

IRRIGATION REPORT

Required to be submitted with 24 hours of inspection
Addison Circle Streetscape Phases I & II and Roundabout,
Bosque Park, Morris Ave. Parking Lot, Addison Circle Park, and Esplanade Park
Drop form by (Parks Dept) 16801 Westgrove, 2nd floor or Fax to 972/450-2834

Date: _____ Location: _____ Applicator: _____ Tx Irrigator lic# _____

Duration in time: _____

Controller	Zone	Repairs/Problems/Comments	Controller Status (on, off, rain mode, etc.)

Repairs/replacement performed due to Contractor damage:

PESTICIDE/FERTILIZER APPLICATION REPORT

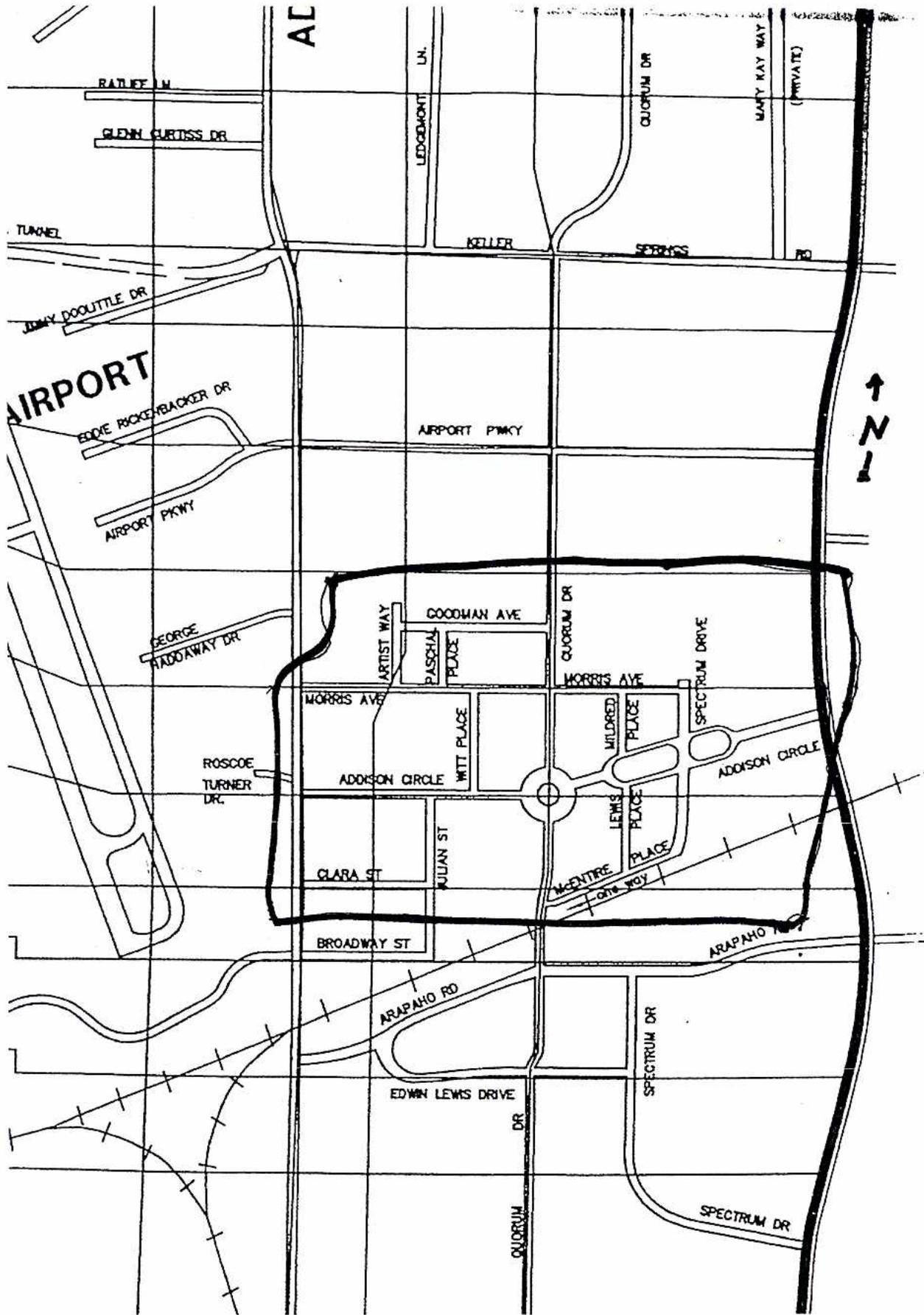
Required to be submitted with 48 hours of pesticide or fertilizer applications.
Addison Circle Streetscape Phases I & II and Roundabout,
Bosque Park, Morris Ave. Parking Lot, Addison Circle Park, and Esplanade Park
Drop form by (Parks Dept) 16801 Westgrove, 2nd floor or Fax to 972/450-2834

Date: _____ Location: _____ Applicator: _____ SPCB# _____

Weather conditions: _____
Exact time of application: _____
Chemical and dilution rates used: _____

Fertilizer: Ratio _____ # of lbs applied _____ % of completion _____

Comments:



DALLAS NORTH TOLLWAY

BID FORM
Bid 03-26
LANDSCAPE MAINTENANCE - ADDISON CIRCLE AND ADDISON CIRCLE PARK

PRINT

Company Name: _____

Full Mailing Address: _____

Phone Number: (____) _____ Fax (____) _____

Contact Name: _____ Phone: (____) _____

I have received, read, and will abide by all pages of these specifications. I am a legal agent of the above named company and am fully authorized to sign this bid. Affiant further states that Bidder has not paid, given, or donated or agreed to pay, give or donate to any officer or employee of the Town of Addison any money or other thing of value, either directly or indirectly, in award of the Bid. **This bid meets or exceeds all specifications.**

Authorized Signature	Print Name/Title	Date
----------------------	------------------	------

DESCRIPTION

Monthly Maintenance including irrigation per specifications \$ _____ /monthly x 12 = \$ _____ /annual total

Hourly Rate

Provide an hourly rate for irrigation repairs not included in the scope of services \$ _____ /hour

Y or N to the following questions

- Bid signed?
- Bid meets or exceeds all specifications?

Exceptions/Comments:

QUALIFICATION OF BIDDER STATEMENT

BIDDER: _____

PROJECT: _____

COMPANY INFORMATION:

Number of years in landscape maintenance business? _____

Number of years at current location? _____

Do you maintain a permanent commercial business office? Y N Are you subcontracting any portion of this bid? Y N
If yes, give what portion and to whom?

Have you or any present partners or officers failed to complete a contract: _____ If yes, give name of owner and/or surety?

Can you be reached 24 hours a day (in an emergency)? _____

By what means? Pager ___ Cell Phone ___ Answer Svc ___ Other ___

INSURANCE INFORMATION:

Agent Name, Address and Phone:

Does your current Insurance fulfill all areas of our Insurance requirements?
_____ Yes, no changes will be needed.

_____ No, we will need to obtain additional coverage.

Y N - I can provide Certificates of Insurance with the Contract, if selected, within the 15 days as required in the specifications.

BANKING REFERENCE:

Name of Bank _____ Officer's Name _____

Telephone Number _____ Years business with Bank _____

CUSTOMER REFERENCES

. Please list references that are **comparable in size and scope of work including** government entities, if any, within the previous (5) five years.

<u>COMPANY NAME</u>	<u>PROJECT</u>	<u>CONTACT NAME</u>	<u>PHONE #</u>

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this the 1st day of October, 2003, by and between the **TOWN OF ADDISON**, a municipal corporation located in the County of Dallas, State of Texas, hereinafter termed "Owner," and _____, located in the County of _____, Texas, hereinafter termed "Contractor."

In consideration of the mutual covenants herein contained, the Owner and Contractor agree as follows:

1. Contractor shall perform the following described work: **Landscape Maintenance - /Addison Circle and Addison Circle Park** – Annual Contract as specified in the Contract Documents (hereinafter called the "Work"). The Work shall be performed at: various locations in Addison as specified in the contract documents.

2. Contractor shall perform the Work in accordance and comply in all respects with the Contract Documents, together with any addenda or modifications thereto and Contractor's response to such bid request, all of which are hereinafter termed "Contract Documents." This Agreement, the Contract Documents, and Certificates of Insurance, all of which are attached hereto and made a part hereof, shall collectively evidence and constitute the entire agreement between Owner and Contractor. Contractor shall perform the Work in accordance with, and comply in its business practices in all respects with, all applicable governmental laws, rules, regulations, and policies.

3. The parties hereto intend that the documents include provisions for all labor, materials, equipment, supplies and other items necessary for the execution and completion of the Work and all terms and conditions of payment.

4. Contract term is **October 1, 2003 through September 30, 2004**. At the sole discretion of the Owner, the contract may be extended for two (2) twelve-month periods, under the same terms and conditions as the original contract documents. If the Owner chooses to renew the contract agreement under the same terms and conditions set forth in the initial agreement, the Contractor may, upon proper written notification to the Owner at least 20 days prior to the first day of an extended (renewal) period, increase the original prices for the Work during the extended (renewal period) by an amount determined by the change in the Consumer Price Index- All Items for Dallas, Texas Metropolitan Area (the "Consumer Price Index") as published in the *Consumer Price Index for All Urban Consumers (CPI-U)* by the U.S. Department of Labor, Bureau of Labor Statistics for the Dallas/Fort Worth Consolidated Metropolitan Statistical Area in accordance with the following: (a) A comparison shall be made between the Consumers' Price Index as it existed on the first day of this Agreement ("Commencement Date") and as it exists on the first day of the calendar month preceding the then applicable extension (renewal) period ("Adjustment Date"); (b) the original prices for the applicable extension (renewal) period may be increased by the percentage of increase in the Consumer Price Index between the Commencement Date and the then applicable Adjustment Date. Notwithstanding the foregoing, the total proposed price increase for any extended (renewal) period shall not exceed four percent (4%) per twelve-month renewal period.

5. The Owner agrees to pay Contractor in current funds monthly after receipt of invoice, according to the prices set forth in the proposal which forms a part of this Agreement. Such payments shall be subject to Contractor's performance of all terms and conditions of the Contract Documents.

6. This Contract or any portion thereof may not be assigned, transferred, or otherwise conveyed or sublet to another party without the prior written consent of the Town of Addison; any such

assignment, transfer, conveyance or subletting shall be deemed void. The Town may assign this Agreement without the Contractor's permission.

7. The Owner may terminate the Contract for the following conditions:

Contractor's failure to perform the work in accordance to the specifications shall constitute a material default. The Owner, at its sole option, shall have the right to terminate the contract without further cause.

Should the Contractor at any time refuse or neglect to supply a sufficient number of properly skilled workmen or sufficient materials of the proper quality or fail in any respect to prosecute the work contemplated herein with promptness and diligence or fail in the performance of any of the covenants herein contained.

If the Owner is dissatisfied with the quality of the Contractor's performance, or if the Contractor fails to comply with this Contract Agreement, the Owner shall so inform the Contractor by telephone, noting all areas of dissatisfaction, and the Contractor shall correct the deficiencies by noon of the following day. If the Contractor fails to correct the deficiencies within the said period, the Owner may elect to: 1. Perform the services itself, or obtain others to perform the services, in which case the Owner shall recover those costs by deducting from any amounts owed the Contractor 200% of the "out of pocket expense"; and/or, 2. Terminate the Contract Agreement immediately by giving written notice to the Contractor. Termination by the Town under this section shall be in addition to all other remedies that the Owner may have against the Contractor.

The Owner reserves the right to cancel this Contract Agreement, without cause with 10 days written notice.

The Owner may be required to cancel the contract if the governing body does not provide funding for any fiscal year beginning October 1.

The Contractor may terminate the Contract for the following conditions:

Should the Contractor elect to cancel the Contract prior to the original or extended termination date, at least sixty (60) days written notice shall be given to the Purchasing Manager.

The Owner shall deduct any out of pocket costs, associates with re-bidding the Landscape Maintenance – Addison Circle and Addison Circle Park contract, from money owned the Contractor. Also, any increase in the cost of Landscape Maintenance – Addison Circle and Addison Circle Park for the balance of the contract term shall be deducted by the Owner from amounts owed to the Contractor.

IN WITNESS WHEREOF, the parties have executed this agreement the year and day first above written.

OWNER:

CONTRACTOR:

TOWN OF ADDISON

By _____

By _____

Title: City Manager

Title _____

(Corporate Seal)

(Corporate Seal)

Attest: _____

Attest: _____

Title: City Secretary

Title: _____

The address for Giving Notices:

To Owner:

To Contractor:

Town of Addison
P.O. Box 9010
Addison, Texas 75001-9010

_____, of lawful age, being first duly sworn, an oath says that he/she is the agent authorized by Contractor to submit the above contract to the Town of Addison.

Affiant further states the Contractor has not paid, given, or donated or agreed to pay, give or donate to any officer or employee of the Town of Addison any money or other thing of value, either directly or indirectly, in procuring of the Contract.

Affiant's Signature: _____

Subscribed and sworn to before me this _____ day of _____, 2003.

Notary Seal

Notary Public for the State of Texas

Type/Print Name of Notary if not part of seal

_____ Enter date commission expires if not part of seal

Council Agenda Item: #R13**SUMMARY:**

This item is for the award/approval of a contract to purchase two fire vehicles in an amount not to exceed \$1,300,000.00 from the Houston-Galveston Area Council Cooperative Purchasing Program under the Town's inter-local agreement.

FINANCIAL IMPACT:

Budgeted Amount: \$1,300,000.00

Cost: \$1,300,000.00

Source of Funds: Funds are available from the proposed FY 2003-04 Capital Replacement Internal Service Fund.

BACKGROUND:

At the Saturday August 16, 2003 Council Work Session, Fire Department staff reviewed with the Mayor and Council the need to immediately replace two fire vehicles. Replacement vehicles would include one 85' aerial platform and one 75' quint. Both vehicles being replaced have exceeded the recommended vehicle replacement schedule. Our current 20-year old reserve pumper is out of service with a cracked engine block and will not be repaired. The 22-year old aerial platform has experienced rapidly increasing maintenance costs.

Both these vehicles are recommended for replacement by the Fire Department and the Facilities and Fleet Services Department and included in the City Manager's recommended FY 2003-04 budget.

RECOMMENDATION:

Staff recommends that Council authorize the City Manager to enter into a contract with Houston-Galveston Area Council in an amount not to exceed \$1,300,000.00 for the purchase of two fire vehicles.



MEMORANDUM

TO: Mayor and Council

FROM: Noel Padden
Fire Chief

DATE: September 17, 2003

SUBJECT: Fire Apparatus Replacement Contract: Update

The Addison Fire Department had intended to bring forward a contract for the purchase of replacement fire apparatus at your August 26, 2003 meeting. We had worked through the Town's interlocal agreement with the Houston-Galveston Council of Governments (HGAC) Cooperative Purchasing Program.

As you may be aware, Mr. Dean Shumaker who is an Addison resident and a representative for Sutphen Fire Apparatus requested an opportunity to submit a bid for our replacement fire apparatus. Sutphen Fire Apparatus had made a corporate decision not to participate in the competitive bidding process through the HGAC process. Previously, the Town of Addison has purchased fire apparatus from Sutphen. Due to our previously relationship with Sutphen Fire Apparatus and the fact that Mr. Shumaker is an Addison resident, we gave them the opportunity to bid on the replacement fire apparatus. They submitted a bid and it was reviewed against the specifications that had been developed. Based on this review, we found the bid from Pierce Manufacturing via the HGAC to best meet the needs of the Addison Fire Department for the following reasons:

- Pierce apparatus more closely conformed to the specifications developed by the Town of Addison (These basic specifications were developed by two separate committees of Addison Fire Department staff);
- The Pierce apparatus had significantly more compartment space;
- Pierce apparatus has built-in diagnostic technology for assisting with the safe operation and maintenance of the vehicles (Pierce utilizes more advanced technology throughout the vehicle);

- The staff of the Facilities and Fleet Services Department has recommended the proposed Pierce apparatus; and
- Cost comparisons between Pierce and Sutphen are difficult to make since the Sutphen proposal did not meet the specifications. As a result, a true apple to apples price comparison is not available. The competitive bidding process was conducted by HGAC and won by Pierce. Sutphen did not participate in the competitive bidding process.

Based on this thorough review, it remains my recommendation that the Mayor and Council authorize the City Manager to enter into a contract with Houston-Galveston Area Council in an amount not to exceed \$1,300,000.00 for the purchase of two fire vehicles.

RESOLUTION NO. R03-_____

A RESOLUTION BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH HOUSTON-GALVESTON AREA COUNCIL IN AN AMOUNT NOT TO EXCEED \$1,300,000.00 FOR THE PURCHASE OF TWO FIRE VEHICLES.

WHEREAS, two vehicles of the Addison Fire Department have reached the end of their service life; and

WHEREAS, the Town of Addison has adopted a vehicle replacement program; and

WHEREAS, the Town of Addison has entered into an inter-local agreement with the Houston-Galveston Area Council (HGAC) that allows us to take advantage of competitive bidding on a large scale; and

WHEREAS, the city manager has included the replacement of these vehicles in his recommended FY 2003-04 budget proposal; and

WHEREAS, sufficient funds are available within the Towns capital equipment replacement fund; now, therefore,

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

THAT, the City Council does hereby authorize the City Manager to enter into a contract with Houston-Galveston Area Council in an amount not to exceed \$1,300,000.00 for the purchase of two fire vehicles.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON,
TEXAS, this the 23rd day of September 2003.

Mayor

ATTEST:

City Secretary

#R4-1

Council Agenda Item: #R14

SUMMARY:

Consideration of a Resolution authorizing the City Manager to accept the Part 150 Noise Study and Master Plan Update, including certification of the Noise Exposure Map Document (NEM) and the Noise Compatibility Program Document (NCP) for Addison Airport.

BACKGROUND:

The Noise Exposure Map document (NEM) is the first half of a complete F.A.R. Part 150 Study. It consists of the revised versions of the first four chapters of the study based upon FAA comments. Four revisions were made to the NEM document based on FAA comments and are included in this final version (see Noise Compatibility Summary). The Noise Compatibility Program document (NCP) is the second half of a complete F.A.R. Part 150 Study and consists of the last three chapters of the study which is a detailed assessment of aircraft noise abatement and land use planning alternatives (see Noise Compatibility Summary).

The Master Plan Update is complete and unchanged from the draft that was presented to Council on August 25, 2003. There are two side components to the Master Plan Update that are currently being finalized. They are the Obstacle Evaluation and Runway Pavement Analysis. The Master Plan Update includes both of these studies in a worst-case scenario. It is anticipated that these two reports will be complete by September 30.

RECOMMENDATION:

Staff recommends that Council authorize the City Manager to accept and certify the Part 150 Noise Study and Master Plan Update.

Attachments: Noise Exposure Map Document
Noise Compatibility Program Document
Supporting Project Documents
Noise Compatibility Summary

MA

Noise Compatibility Summary

Noise Exposure Map (NEM) Document

The NEM document is a baseline analysis showing existing and potential future aircraft noise conditions at the airport. This document was approved for submittal to the Federal Aviation Administration (FAA) for review in September 2002. FAA comments have been address in this final version of the NEM document. Revisions included:

- Clarification of nighttime activity on Exhibit 2E.
- Added a close-up detail of the northwest corner of the airport to Exhibits 4C and 4D.
- Added grant assurance and noise sensitive land use growth risk discussion on page 4-9.
- Updated the 2007 and 2022 noise exposure contours to reflect the runway extension recommended as part of the Airport Master Plan.

Noise Compatibility Program (NCP) Document

The NCP document is a detailed assessment of aircraft noise abatement and land use planning alternatives for the purposes of developing a program for managing existing and potential future aircraft noise impacts. The program for managing aircraft noise includes five (5) noise abatement recommendations, ten (10) land use management recommendations, and four (4) program management recommendations. A detail breakdown of the recommendations can be found on **Table 7F** starting on page 7-23. The cost breakdown for this program is:

Funding Source	Amount	Percent
FAA	\$8,496,000	89.4%
Airport Operating Budget	\$67,500	0.7%
Airport Capital Budget	<u>\$944,000</u>	<u>9.9%</u>
Total Cost	\$9,507,500	100.0%

#R15-1

Council Agenda Item: #R15

SUMMARY:

This item is for consideration and approval of a resolution approving the purchase of an easement in a 0.068 acre tract of land generally located at 15107 Addison Road for Permanent Right-of-Way; approving an easement agreement for said purchase; and providing an effective date.

FINANCIAL IMPACT:

Budgeted Amount:	N/A
Easement Offer:	\$34,338.13
Source of Funds:	\$2,500,000 was funded from General Obligation Bonds. An additional \$1,300,000 was programmed From DART LAP/CMS funds.

BACKGROUND:

The easement acquisition process is currently underway on the proposed Addison Road Widening, Phase I project. Approximately 0.068 acre of Parkway Easement adjacent to the proposed widening of Addison Road is required for the purpose of constructing landscaping, irrigation, and sidewalk improvements. This parcel is currently owned by Siavish Jahani, et al, and the site is operated as Café Capri.

The property owner previously received a copy of the appraisal from the Town, with a total compensation value of \$24,968.00. In January 2003, the Town made an offer of \$29,850 to the owner for the Parkway Easement. In a letter, dated February 6, 2003, the property owner forwarded a counter offer response to the Town, in the amount of \$34,338.13 (see attached letter). An easement agreement (see attached) was prepared, and included the \$34,338.13 value and addressed other items that were listed in the property owners counter offer response.

RECOMMENDATION:

It is recommended that the Council approve a resolution that approves an easement agreement for the purchase of a parkway easement from Siavish Jahani, et al, in the amount of \$34,338.13, in a 0.068 acre tract of land generally located at 15107 Addison Road

#R15-2

TOWN OF ADDISON, TEXAS

RESOLUTION NO. R _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, APPROVING THE PURCHASE OF AN EASEMENT IN A 0.068 ACRE TRACT OF LAND GENERALLY LOCATED AT 15107 ADDISON ROAD FOR PERMANENT RIGHT-OF-WAY; APPROVING AN EASEMENT AGREEMENT FOR SAID PURCHASE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the proposed Addison Road Improvement Project is currently underway, which includes right-of-way acquisitions; and

WHEREAS, a tract of land approximately 0.068 acres in size (as described in Exhibit A to the Easement Agreement attached hereto and incorporated herein) is required for permanent right-of-way in connection with the proposed improvement to Addison Road; and

WHEREAS, the owner of said tract has agreed to convey the necessary easement to the Town of Addison for \$34,338.13; and

WHEREAS, the owner has executed an agreement regarding the conveyance of such easement for said amount subject to approval by the City Council, which agreement is attached hereto and incorporated herein; Now, Therefore,

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

Section 1. That the City Council has determined that \$34,338.13 is reasonable compensation for the easement, as described in the above premises, to be acquired and all damages, if any, to the property remaining, and does hereby authorize the City Manager to acquire the easement in, over, under and through the 0.068 acre tract of land (as described in the attached Exhibit A to the Easement Agreement attached hereto and incorporated herein, and located generally at 15107 Addison Road) for permanent right-of-way for the expansion of Addison Road.

Section 2. That the City Council does hereby approve the Easement Agreement attached hereto regarding the purchase of the easement described in Section 1 above, and hereby authorizes the City Manager to enter into said Agreement and take such other and further action as may be necessary to acquire the said easement.

Section 3. That the City Finance Director be and is hereby authorized to distribute funds by wire transfer or otherwise in favor of Siavish Jahani or the current owner(s) of record, in the amount of \$34,338.13, and for such other incidental costs as may be necessary to complete the transaction to acquire the Property.

Section 4. That this Resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this 23rd day of September, 2003.

R. Scott Wheeler, Mayor

ATTEST:

Carmen Moran, City Secretary

APPROVED AS TO FORM:

Ken C. Dippel, City Attorney

EASEMENT AGREEMENT

This Agreement is made and entered into by and between Siavish Jahani and the Town of Addison, Texas (the "Town").

WITNESSETH:

WHEREAS, Grantor owns certain real property located in the Town of Addison and described in Exhibit A attached hereto and incorporated herein (the "Easement Property"); and

WHEREAS, the Town of Addison intends to construct an extension of Addison Road through the Town (the "Addison Road Extension Project"), part of which will be located upon and over the Easement Property; and

WHEREAS, the Town desires to acquire an exclusive and perpetual easement and right-of-way in, over, across, upon, under and through the Easement Property for a parkway and other public purposes in connection with the construction of the Addison Road Extension, and Grantor desires to sell and convey such easement to the Town;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, Siavish Jahani and the Town of Addison agree as follows:

1. **Grant of Easement.** For and in consideration of the sum set forth in 2. below in hand paid by the Town, the receipt and sufficiency of which is hereby acknowledged and confessed, Grantor has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto the Town of Addison, Texas, its successors and assigns, a perpetual and exclusive easement and right-of-way (the "Easement") in, over, across, upon, under and through the property described in Exhibit A and depicted on Exhibit B (the "Easement Property") (the said Exhibits being attached hereto and incorporated herein).

2. **Consideration.** This easement is granted, sold and conveyed in consideration of the Town's payment to Grantor of the sum of Thirty Four Thousand Three Hundred Thirty-Eight and 13/100 dollars (\$34,338.13), the receipt and sufficiency of which is acknowledged as full compensation for the Easement, any damage to or diminution in value of the Remainder or any other lands or property belonging to Grantor that may be claimed or asserted by virtue of such grant, sale and conveyance and use of the Easement and the Easement Property by the Town, and to avoid the cost and expense of litigation. For purposes of this Agreement, the term "Remainder" shall mean that property described in attached Exhibit C, save and except the Easement Property.

3. **Purpose of Easement; Other Provisions.**

A. The Easement, together with all of its rights and privileges, may be used by the Town, its employees, contractors, agents, successors, and assigns in connection with activities relating to the construction, placement, installation, reconstruction, relocation, alteration, operation, use, inspection, maintenance, improvement, and modification of landscaping, irrigation, lighting, utility, sidewalk, or other parkway improvements, or for such other public purposes as the Town from time to time deems necessary, appropriate, or desirable in the Town's sole discretion, with respect to the Project. The Town may perform all excavation, boring, backfilling, embedding, drilling, grading, and other construction activities as the Town from time

to time deems necessary, appropriate, or desirable in the Town's sole discretion, with respect to the Project and the improvements within the Easement. The Town shall, at all times, have the right of ingress and egress to and from the Easement and the Easement Property as the Town may deem necessary, appropriate, or desirable.

B. Grantor acknowledges and agrees as follows:

(i) The Town may authorize and permit third parties to use the Project on such terms as the Town in its sole discretion deems appropriate, but no third parties, including the general public, shall acquire any rights in the Easement or the Easement Property as a result of such use.

(ii) Grantor shall not construct or place within the Easement Property any building, fences, wall, plant, or other structure, improvement, or growth of any character or type which would interfere, in the Town's sole determination, with the Easement, with the Project or with any improvements within the Easement. The Town shall have the right to remove, and keep removed, all or parts of any such building, fence, plant, or other structure, improvement or growth of any character or type that is located within the Easement Property and which, in the judgment of the Town, may endanger or in any way interfere with the construction, efficiency, or convenient and safe operation of the Project or the exercise of the Town's rights hereunder.

C. Grantor, his successors and assigns, may fully use and enjoy the Easement Property, except that such use and enjoyment shall not hinder, conflict or interfere with the exercise of the Town's rights hereunder or with the safe and efficient operation of the Project.

4. **Landscaping & Irrigation.** All landscaping and irrigation to be placed within the Easement Property shall be installed by and at the expense of the Town. Existing landscaping on the Easement Property or the Remainder that does not conform to the overall landscape plan for the Addison Road corridor may be removed by and at the expense of the Town. Grantor may review and make comments to the landscape plan for Grantee's consideration.

5. **Light Relocation.** Any existing ornamental lights to be relocated because of or in connection with rights granted to or work performed by the Town under this Agreement shall be relocated by the Town at its sole cost and expense.

6. **Drive Approaches.** The two existing drive approaches located on the Easement Property and fronting Addison Road shall be reconstructed and properly graded by the Town at its sole cost and expense.

7. **Signs.** The Town may remove and replace any public signs or install any new public signs on the Easement Property. The Town shall remove one private pole sign located on the Easement Property and shall install one new private sign on the Easement Property. Such sign, which shall be provided and paid for by Grantor, must comply with all applicable law. The exact location of this private sign shall be mutually determined by the Town and Grantor. During its installation of the sign, the Town shall install electrical connections for the sign. Grantor shall be solely responsible for monthly electric bills and any other costs associated with the operation of the sign. Landscaping on the Easement Property shall be maintained by the Town in a manner that will not obstruct visibility of the sign from the adjacent roadway.

8. **Access.** Construction shall be conducted in a manner that will maintain or provide at least one point of access to Addison Road from the Remainder at all times during

construction. This access point must be reasonably graded to allow adequate access to the Remainder by employees and patrons.

9. **Warranty of Title.** TO HAVE AND TO HOLD the Easement, together with all and singular the rights, privileges, and appurtenances thereto in anywise belonging, unto the Town of Addison, Texas, its successors and assigns; and Grantor does hereby bind himself, his representatives, successors, and assigns to WARRANT AND FOREVER DEFEND all and singular the Easement and rights conveyed in this instrument unto the Town of Addison, Texas, its, representatives, successors, and assigns, against every person whomsoever lawfully claiming or to claim all or any part of the interest in the Property.

10. **Exclusiveness of Easement.** The easement, rights, and privileges granted by this conveyance are exclusive, and Grantor covenants not to convey any other easement or conflicting rights in the area covered by this grant.

11. **Governing Law; Venue.** In the event of any action under this Contract, venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas govern the validity, construction, enforcement and interpretation of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

12. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by both parties.

13. **Authority.** The undersigned parties or officers and/or agents of the parties hereto are properly authorized and have the necessary authority to execute this Agreement, and each of the undersigned hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

14. **Binding Effect.** This Agreement shall bind and inure to the benefit of the respective parties, their personal representatives, successors, and assigns.

GRANTOR:

Executed this 15th day of May, 2003


Siavish Jahani

TOWN OF ADDISON

Executed this _____ day of _____, 2003

By: _____
Ron Whitehead, City Manager
Town of Addison

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this 15th day of July, 2003, personally appeared Siavish Jahani and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

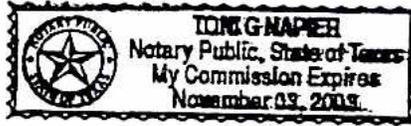
GIVEN UNDER my hand and seal of office the day and year last above written.

Joni G. Napier
Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

11-3-03

[SEAL]



STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this _____ day of _____, 2003, personally appeared Ron Whitehead, City Manager for the Town of Addison, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

GIVEN UNDER my hand and seal of office the day and year last above written.

Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

[SEAL]

TOWN OF ADDISON, TEXAS

FIELD NOTE DESCRIPTION
FOR
JAMES E. SAULS
(PARKWAY EASEMENT)

BEING a tract out of a 0.774 acre tract of land located in the Edward Cook Survey, Abstract No. 326, in the Town of Addison, Dallas County, Texas, conveyed to James E. Sauls, by a deed now of record in Volume 77153, Page 01028, of the Deed Records of Dallas County, Texas, said tract of land being more particularly described as follows:

BEGINNING at a point for a corner, said point being the northeast corner of said 0.774 acre tract and the southeast corner of a 1.00 acre tract of land conveyed to The Filling Station of Addison, Inc., by a deed now of record in Volume 94100, Page 05577, of the Deed Records of Dallas County, Texas, and being in the west right-of-way line of Addison Road, (generally a 60 foot right-of-way and generally 30 foot to the center line), said point also being N 77° 25' 12" E, 339.90 feet from a found 3/4 iron rod in the west right-of-way of St Louis Southwestern Railroad, (generally a 100 foot right-of-way);

THENCE, Due South, along the east line of said 0.774 acre tract, and along the west right-of-way line of said Addison Road, a distance of 149.29 feet to a point for corner, said point being the southeast corner of said 0.774 acre tract;

THENCE, S 89° 43' 30" W along the south line of said 0.774 acre tract, a distance of 8.64 feet to a found 1/2 inch iron rod indicating the northeast corner of a 1.0289 acre tract of land conveyed to Gartner-Plano Company, by a deed now of record in Volume 91248, Page 03622, of the Deed Records of Dallas County, Texas, and continuing S 89° 43' 30" W along the south line of said 0.774 acre tract and along the north line of said 1.0289 acre tract for a **Total Distance of 20.00 feet** to a point for corner;

THENCE, Due North for a distance of 149.29 feet to a point for corner, said point being in the north line of said 0.774 acre tract and in the south line of said 1.00 acre tract;

THENCE, N 89° 43' 30" E along north line of said 0.774 acre and in the south line of said 1.00 acre tract for a distance of 20.00 feet to the Point of Beginning and containing 2,985.75 square feet (0.068 acres) of land.



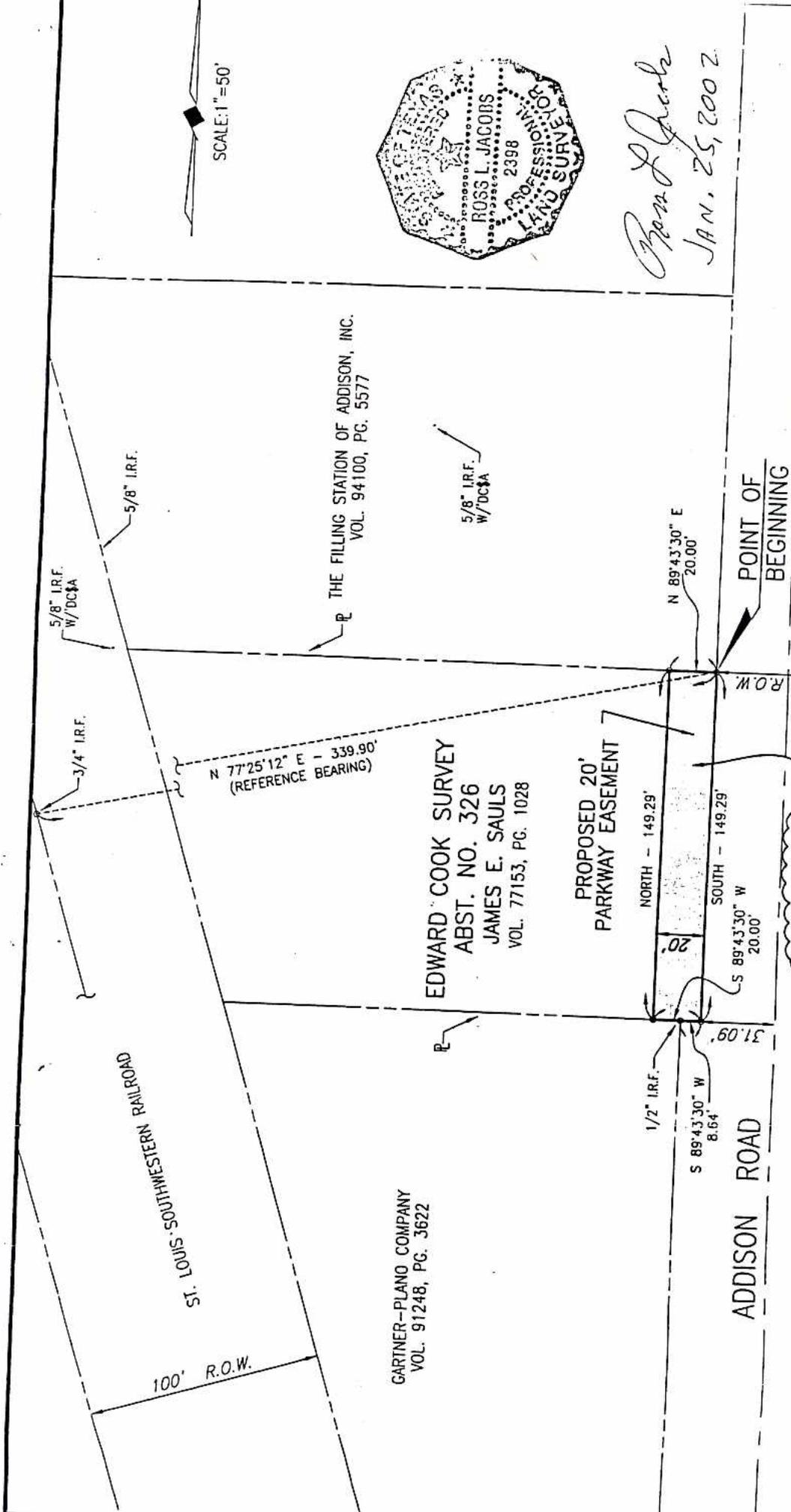
Ross L Jacobs

JAN. 25, 2002

SCALE: 1"=50'



Ross L. Jacobs
JAN. 25, 2002



2,985.75 SQ. FT.
0.068 ACRES

TOWN OF ADDISON, TEXAS
ADDISON ROAD
BELT LINE RD. TO KELLER SPRINGS RD.
PARKWAY EASEMENT
BIRKHOF, HENDRICKS & CONWAY, I.I.P.
CONSULTING ENGINEERS
JAN., 2002
PLAT 2W

EXHIBIT B

#R16-1

Council Agenda Item: #R16-1

SUMMARY:

Council approval is requested of a resolution authorizing the city manager or his designee to execute an electric supply contract.

FINANCIAL IMPACT:

The Town of Addison spends approximately \$700,000 annually in electric power costs. Through its association with the Cities Aggregation Power Project (CAPP), the Town has been able to realize savings during calendar year 2002 of approximately \$166,000, or 21% over the price-to-beat rates of the incumbent provider, TXU.

BACKGROUND:

CAPP is a consortium of over 70 local governments that was created in 2001 with the deregulation of electric power in Texas. By aggregating the power load of these governments, CAPP is able to negotiate favorable pricing of electric power. At its September meeting the CAPP Board of Directors, consisting exclusively of city representatives, authorized its consultants to solicit proposals from competing retail electric providers (REP) for electric service during calendar year 2004. It is anticipated CAPP will approve selection of a provider sometime in late October or early November. Pricing of electric power is based on volatile natural gas prices and is therefore very time-sensitive. CAPP member cities will need to take immediate action to accept or reject the contract. REPs maintain that any given offer will only be available for a 24-hour period. The attached resolution is a necessary step in positioning the city to capture the price that CAPP is able to achieve from its negotiations with REPs.

RECOMMENDATION:

The resolution authorizes the city manager or his designee to sign an electric power agreement. It is likely the designee will be Randy Moravec, the Town's finance director and member of the CAPP Board. However, in the unlikely instance that both the city manager and the finance director would be unavailable to sign the agreement, the resolution also allows the CAPP Board Chairman (Jay Doegey, city attorney for the City of Arlington) to sign on behalf of the Town. It is recommended Council approve the attached resolution.

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF ADDISON, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO EXECUTE AN ELECTRIC SUPPLY AGREEMENT PURSUANT TO THE CONTRACT TO BE SIGNED BY CITIES AGGREGATION POWER PROJECT, INC. (CAPP) FOR DELIVERIES OF ELECTRICITY EFFECTIVE JANUARY 1, 2004; AUTHORIZING ELIGIBLE DESIGNEES TO INCLUDE THE CHAIRMAN OF CAPP; PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town of Addison, Texas (City) is a member of Cities Aggregation Power Project, Inc. (CAPP), a nonprofit political subdivision corporation dedicated to securing electric power for its more than 80 members in the competitive retail market; and

WHEREAS, CAPP negotiated favorable contract terms and a reasonable commodity price for delivered electricity in 2002 and 2003 for its members; and

WHEREAS, CAPP anticipates preserving current contract terms and achieving commodity prices in a contract for a 12 to 24 month period effective January 1, 2004 that continue to produce savings over the regulated price to beat (PTB); and

WHEREAS, CAPP believes that the pricing opportunity window for favorable 2004-2005 deliveries will be short-lived (in the October to mid-November time period) and that CAPP members must be able to commit contractually to prices within a 24-hour period in order to lock-in favorable prices; and

WHEREAS, experiences in contracting for 2002-2003 demonstrated that Retail Electric Providers demand immediate response to an offer and may penalize delay with higher prices; and

WHEREAS, the deregulated electric market is complex, likely to penalize those unaware of its transmission constraints and likely to reward those who can improve the size and shape of the particular load to be served, and the City benefits from jointly shared experience and collective purchasing power through CAPP; and

WHEREAS, it is necessary for the City to contract for a supply of electricity for 2004 or at least partially revert to PTB rates; and

WHEREAS, CAPP's current delivered energy prices provide savings when measured against PTB, and PTB rates likely will continue to remain higher than prices CAPP can achieve on behalf of the City.

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

Section 1. The City Manager of the Town of Addison, Texas or the City Manager's designee is hereby authorized to sign an electric power agreement pursuant to the contract approved and recommended by the CAPP Board of Directors within 24 hours of said approval and recommendation. The designee may include the Chairman of CAPP. The contract may be for a 12 to 24 month time frame.

Section 2. The City Secretary is hereby directed to send a copy of this Resolution to Mary Bunkley with the City of Arlington, Texas' City Attorney's office and to Geoffrey M. Gay, legal counsel to CAPP, before October 8, 2003.

Section 3. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 23rd day of September, 2003, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the Town of Addison, Texas.

R. Scott Wheeler, Mayor

ATTEST:

By: _____
Carmen Moran, City Secretary

APPROVED AS TO FORM:

By: _____
Ken Dippel, City Attorney