

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**

**FEBRUARY 24, 2004**

**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 January 26, 2004, February 10, 2004 and February 12, 2004 Council Meetings.

---

#2b – Consideration of a Resolution authorizing the City Manager to enter into a contract in the amount of \$5,751.00 with Dallas County Health Department for annual health services.

---

#2c - Consideration of a Resolution authorizing the City Manager to enter into a joint election agreement in an approximate amount of \$6,000.00 with Dallas County to conduct Addison's Municipal Election on May 15, 2004.

---

---

Item #R3 – Presentation of Certificate of Appreciation from the Department of the Army to the Town of Addison for hosting annual hotel events.

---

Item #R4 – Appointment of a member to the Planning and Zoning Commission.

Administrative Comment:

Brad Bradbury's third term on the Planning and Zoning Commission will expire on March 14, 2004. Mr. Bradbury was appointed by former Councilmember Klein. The appointment now belongs to Councilmember Chow.

---

Item #R5 – **PUBLIC HEARING** and consideration of an Ordinance approving an amendment to an existing Special Use Permit for a restaurant and an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, located at 4440 Belt Line Road, Red Baron, (formerly Landry's), on application from 4440 Belt Line, Ltd., represented by Ms. Susie Russell.

Administrative Comments:

Applicant has not submitted revised landscape plans. Staff recommends this item be tabled until the March 9, 2004 Council Meeting.

---

Item #R6 – Consideration of a Resolution approving a proposal for an identification and directional sign package for Addison Circle Park.

Attachments:

1. Council Agenda Item Overview
2. Location Map for Signs
3. Sign Schedule
4. Sign Designs

Administrative Recommendation:

Administration recommends approval.

---

Item #R7 – Consideration of an Ordinance approving a meritorious exception to Chapter 62, Signs, Section 62-277, Signs on Trees, Poles, etc. and Section 62-281, Signs in Rights of Way, on application from Post Properties, located in Addison Circle.

---

Attachments:

1. Staff Report
2. Application
3. Plans

Administrative Recommendation:

Administration recommends approval.

---

Item #R8 – Consideration of a Resolution awarding a bid in the amount of \$75,456.00 and authorizing the City Manager to enter into a contract with Oriental Building Services, Inc. (OBS) for custodial services for Town facilities.

Attachments:

1. Council Agenda Item Overview
2. Memorandum from Rob Bourestom
3. Memorandum from Randy Rogers
4. Bid Sheet

Administrative Recommendation:

Administration recommends approval.

---

Item #R9 – Consideration of a Resolution awarding a bid in the amount of \$51,375.00 and authorizing the City Manager to enter into a contract with Berger Engineering, Inc. for the replacement of Heating, Ventilating, Air Conditioning (HVAC) equipment at the Addison Service Center.

Attachments:

1. Council Agenda Item Overview
2. Bid Sheet

Administrative Recommendation:

Administration recommends approval.

---

Item #R10 – Presentation and discussion of the bridge lighting package, in conjunction with the Arapaho Road Phase III project.

Attachment:

1. Council Agenda Item Overview
-

---

Item #R11 – Consideration of approval of schematic park design related to the Arapaho Road Phase III multi-use pedestrian trail pocket parks.

Attachments:

1. Council Agenda Item Overview
2. Design Plan

Administrative Recommendation:

Administration recommends approval.

---

Item #R12 – Presentation and discussion of the 2003 Comprehensive Annual Financial Report (CAFR) and Auditor's Report to Management.

Attachments:

1. Council Agenda Item Overview
  2. Memorandum from Randy Moravec
  3. Representation Letter to Weaver and Tidwell, L.L.P.
  4. Auditors Report to Management
  5. Comprehensive Annual Financial Report (CAFR)
- 

Item #R13 – Presentation of the financial quarterly report for the quarter ending December 31, 2003.

Attachment:

1. Quarterly Report
- 

**EXECUTIVE SESSION**

---

Item #ES1 – Discussion of personnel regarding a performance evaluation for the City Manager, pursuant to Section 551.074 of the Texas Government Code.

---

---

Adjourn Meeting

---

Posted 5:00 p.m.  
February 19, 2004  
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**

January 26, 2004  
6:30 p.m. –Town Hall, Upstairs Conference Room  
5300 Belt Line Road

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

Absent: None

Item #WS1 – Presentation of Department’s Quarterly Operation Reports.

No action taken.

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

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Secretary

## OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

February 10, 2004  
7:30 p.m. - Council Chambers  
5300 Belt Line Road

Present: Mayor Wheeler, Councilmembers Chow, Hirsch, Mallory, Niemann, Silver,  
Turner  
Absent: None

### Item #R1 – Consideration of Old Business

The following employee was introduced to the Council: Betsy Sterns (Parks and Recreation).

Ron Whitehead, City Manager, announced upcoming events: Council Work session on February 12, 2004; EAC Employee party at Conference Centre on February 13, 2004; Black History Night on February 21, 2004; WaterTower Theatre Gala on February 21, 2004; Texas Chamber Orchestra on February 21, 2004 and State of the City Address on February 25, 2004.

### Item #R2 – Consent Agenda

Item #2a – Approval of the Minutes for the January 27, 2004 Council Meeting. (Approved)

Item #2b – Consideration of approval and authorization of a partial payment in the amount of \$392,229.01 to Abstract Construction for the construction of Addison Circle Park. (Approved)

Item #2c – Consideration of a Resolution authorizing the City Manager to enter into a contract in the amount of \$45,365.00 with Illuminations by Greenlee for the installation of landscape lighting in the Oaks North Subdivision common areas. (Approved) (R04-008)

Item #2d – Consideration of an Ordinance calling for a general election to be held on May 15, 2004, for the purpose of electing three (3) Councilmembers for two (2) year terms each; designating two polling places within the Town; establishing other procedures for the conduct of the election; and establishing a date for canvassing returns. (Approved) (004-009)

Councilmember Silver moved to duly approve the above items. Councilmember Mallory seconded. The motion carried.

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

Item #R3 – Presentation to John Salih of Solly’s Barbecue.

Mayor Wheeler presented a Proclamation to George Salih and John Salih of Solly’s Barbecue in recognition of its service to the Town of Addison.

Item #R4 – Appointment of two members to the Planning and Zoning Commission.

Councilmember Hirsch moved to re-appoint Carol Doepfner, 4006 Bobbin Lane, to a third term on the Planning and Zoning Commission. Councilmember Silver seconded. The motion carried.

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

Voting Nay: None

Absent: None

Councilmember Mallory moved to appoint Elizabeth Knott to the Planning and Zoning Commission. Councilmember Silver seconded. The motion carried.

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

Voting Nay: None

Absent: None

Item #R5 – **PUBLIC HEARING** and consideration of an Ordinance approving an amendment to an existing Special Use Permit for a private school in an R-1 (Residential-1) district, in order to make amendments to the master plan for the school, located at 4141 Spring Valley Road, on application from Greenhill School, represented by Ms. Melissa Orth of Greenhill School.

Mayor Wheeler opened the meeting as a public hearing. The following persons spoke in favor of Greenhill School:

- Scott Griggs, Head of Greenhill School
- Rich Beckert (Addison Resident), 15004 Bellbrook
- Ann Sudduth (Addison Resident), 3919 Winter Park
- Edward Barnhill (Business Owner), 14275 Midway Road
- Tom Tibideaux (Addison Resident), 14612 Vintage Lane
- Business owner, 14679 Midway Road
- George Watson, Watson & Taylor, 4015 Belt Line Road
- Melissa Orth, Chief Financial Officer, Greenhill School
- Susie Hickman (Addison Resident), 3823 Azure Lane
- Johnny Gibbs (Business Owner), 14285 Midway Road

The following persons spoke against Greenhill School:

- Edward Bennett (Addison Resident), 4052 Old Town Road
- Steven Buck (Addison Resident), 14617 Lakecrest Drive
- Lance Aldridge (Addison Resident), 14609 Heritage Lane
- Bob Baumann (Addison Resident), 4004 Sherry Lane

- Virginia Summerall (Addison Resident), 4048 Old Town Road

Mayor Wheeler closed the meeting as a public hearing.

Councilmember Silver moved to duly pass an Ordinance approving an amendment to an existing Special Use Permit for a private school in an (Residential-1) district, in order to make amendments to the master plan for the school, located at 4141 Spring Valley Road, on application from Greenhill School, subject to the following conditions.

1. The applicant shall extend the backstop netting down the third-base line, to a length that is at least past the dugout on the third base side of the field, to a height of 28 feet (which is equal to the height of the existing back stop). The netting shall be installed prior to June 1, 2004. The applicant shall also install signs advising users of the field against trespassing or throwing balls onto the private property to the north. In addition, the applicant shall install signs at the maintenance facility advising the staff against making noise with equipment.
2. The applicant shall install a landscaping buffer of eastern red cedar trees, (or an equivalent tree approved by the Parks Director) planted 12-feet on center and at least 10 feet in height when planted, between the batting cage and the residences to the north. The trees shall be installed prior to June 1, 2004.
3. No lights or sound systems shall be installed on the two baseball fields at the north end of the property.
4. The applicant shall install a landscaping buffer of eastern red cedar trees, (or an equivalent tree approved by the Parks Director) planted 12 feet on center and at least 10 feet in height when planted, on the north property line across from the new Upper School to further shield light from the new building. The trees shall be installed prior to the issuance of a Certificate of Occupancy for the upper school.
5. The building footprint for the future Performing Arts Center and Theater shall be deleted from the plan.
6. Civil plans and specifications must be submitted for approval regarding the proposed drive extension adjacent to Spring Valley Road. Specifically, the proposed drainage culvert must be designed in accordance with NCTCOG and Town of Addison Standard Construction Specifications and be designed to meet the 100-year flood frequency. Drainage and grading plans must accompany the design drawings.
7. Upstream and design erosion control must be included with the Civil plans.
8. All public, on-site water and sewer relocations must be incorporated into the civil drawings, and must include proposed metering and double detector check valves.

Councilmember Mallory seconded. Councilmember Mallory's second was rescinded. The motion failed.

Councilmember Mallory moved to duly pass Ordinance No. 004-010 approving an amendment to an existing Special Use Permit for a private school in an (Residential-1) district, in order to make amendments to the master plan for the school, located at 4141 Spring Valley Road, on application from Greenhill School, subject to the following conditions:

1. The applicant shall extend the backstop netting down the third-base line, to a length that is at least past the dugout on the third base side of the field, to a minimum height of 28 feet (which is equal to the height of the existing back stop) with final height to be approved by the City Manager. The netting shall be installed prior to June 1, 2004. The applicant shall also install signs advising users of the field against trespassing or throwing balls onto the private property to the north. In addition, the applicant shall install signs at the maintenance facility advising the staff against making noise with equipment.
2. The applicant shall install a landscaping buffer of eastern red cedar trees, (or an equivalent tree approved by the Parks Director) planted 12-foot tall, 10 feet apart when planted, between the batting cage and the residences to the north. The trees shall be installed prior to June 1, 2004.
3. No lights or sound systems shall be installed on the two baseball fields at the north end of the property.
4. The applicant shall install a landscaping buffer of eastern red cedar trees, (or an equivalent tree approved by the Parks Director) planted 10 feet on center and at least 12 feet in height when planted, on the north property line across from the new Upper School to further shield light from the new building. The trees shall be installed prior to the issuance of a Certificate of Occupancy for the upper school.
5. The building footprint for the future Performing Arts Center and Theater shall be deleted from the plan.
6. Civil plans and specifications must be submitted for approval regarding the proposed drive extension adjacent to Spring Valley Road. Specifically, the proposed drainage culvert must be designed in accordance with NCTCOG and Town of Addison Standard Construction Specifications and be designed to meet the 100-year flood frequency. Drainage and grading plans must accompany the design drawings.
7. Upstream and design erosion control must be included with the Civil plans.
8. All public, on-site water and sewer relocations must be incorporated into the civil drawings, and must include proposed metering and double detector check valves.

9. Buses are not to be parked along the north property line.

Councilmember Niemann second. The motion carried.

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

Item #R6 – **PUBLIC HEARING** and consideration of an Ordinance approving an amendment to an existing Special Use Permit for a restaurant and an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, located at 4440 Belt Line Road, Red Baron, (formerly Landry's), on application from 4440 Belt Line Road, Ltd., represented by Ms. Susie Russell.

Mayor Wheeler opened the meeting as a public hearing. Councilmember Niemann moved to table this item, subject to final staff approval of a landscaping plan. Councilmember Mallory seconded. The motion carried.

The Public Hearing will be continued to the February 24, 2004 Council meeting.

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

Item #R7 – **PUBLIC HEARING** and consideration of an Ordinance approving a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, located at 5000 Belt Line Road, Suite 100, Buffalo Wild Wings Grill Bar, on application from Texas BWW Restaurants, Inc. represented by Mr. Joel Rich, Attorney at Law.

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 Mallory moved to duly pass Ordinance No. 004-011 approving a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, located at 5000 Belt Line Road, Suite 100, Buffalo Wild Wings Grill Bar, on application from Texas BWW Restaurants, Inc., subject to the following conditions:

1. The new landscaping for the site shall be installed and the irrigation system for the site inspected prior to the issuance of a Certificate of Occupancy for this restaurant.
2. The applicant shall not use any terms, including the term "bar", "tavern" or any graphic depictions that denote alcoholic beverages in exterior signs.

Councilmember Turner seconded. The motion carried.

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

Item #R8 – **PUBLIC HEARING** and consideration of an Ordinance approving a Special Use Permit for a restaurant, located at 3713 Belt Line Road, Cold Stone Creamery, on application from MCCR Management, LLC, represented by Mr. Chris Reynolds.

Councilmember Turner moved to duly pass Ordinance No. 004-012 approving a Special Use Permit for a restaurant, located at 3713 Belt Line Road, Cold Stone Creamery, on application from MCCR Management, LLC., subject to no conditions. Councilmember Chow seconded. The motion carried.

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

Item #R9 – Consideration of a Resolution approving and adopting an amendment to the Town of Addison Emergency Management Plan in order to enhance the Town of Addison emergency preparedness.

Councilmember Silver moved to duly pass Resolution No. R04-009 approving and adopting an amendment to the Town of Addison Emergency Management Plan in order to enhance the Town of Addison emergency preparedness, subject to edits and comments made by the Mayor. Councilmember Chow seconded. The motion carried.

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

Item #R10 – Consideration of a Resolution authorizing the City Manager to enter into a contract in an amount not to exceed \$100,000.00 with Uretek USA, Inc. for the lifting and stabilizing of pavement on Midway Road.

This item was withdrawn by staff.

Item #R11 – Consideration of approval of schematic park design related to the Arapaho Road Phase III multi-use pedestrian trail pocket parks.

This item was withdrawn by staff.

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

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Secretary

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

February 12, 2004  
6:30 p.m. – Town Hall, Downstairs Conference Room  
5300 Belt Line Road

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

Absent: None

Item #WS1 – Presentation and discussion of City Council Visioning Exercise.

No action taken.

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

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Secretary

**Council Agenda Item: #2b**

**SUMMARY:**

Annual contract with the Dallas County Health Department for the Town of Addison to participate in the cost of providing selected public health services at reduced prices to Addison residents.

**FINANCIAL IMPACT:**

Budgeted Amount: \$5,751

Cost: \$5,751

**BACKGROUND:**

Being that the Town of Addison does not offer public health services in-house (i.e. immunizations, sexually transmitted disease screening, etc.), we enter into an annual contract with the Dallas County Health Department to make available and defray some of the costs of certain health services for less fortunate residents. Find attached a cover letter from Dallas County and two copies of a contract obligating the Town of Addison for payment of \$5,751 based on expenses incurred in calendar year 2002.

Also find attached a historical summary of past contracts and several exhibits relevant to this year's contract.

**RECOMMENDATION:**

Staff recommends approval.



#2b-2

DALLAS COUNTY  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
ADMINISTRATION

**BETTY CULBREATH**  
DIRECTOR

**ZACHARY  
THOMPSON**  
DEPUTY DIRECTOR

September 16, 2003

Honorable R. Scott Wheeler  
Mayor of the Town of Addison  
P.O. Box 9010  
Addison, TX 75001-9010

Dear Mayor Wheeler:

Enclosed please find the **FY'04** contract for **Health Services** between your town and the Dallas County Health and Human Services Department. The contract cost is based on the FY'03 contract amount.

Please present this contract to your town council for their approval and return both signed copies to Dallas County Health and Human Services Department. If our services are required in presenting the agreement to your council, we will be more than happy to assist you. Also enclosed is a copy of the **FY'04 Exhibits A, B, C, and D.**

Should you have any questions, please feel free to contact Denise Cherry at (214)819-2104.

Thank you for your continued support for quality health care for the citizens of Dallas County.

Sincerely,

Zachary Thompson  
Deputy Director

enclosures

xc: Betty J. Culbreath, Director, HHS  
Ganesh Shivaramaiyer, Assistant Director of Finance, Budgets and Contracts  
Dr. Karine Lancaster, Health Authority/Medical Director, HHS

<p><b>THE STATE OF TEXAS</b></p> <p><b>COUNTY OF DALLAS</b></p>	<p>§</p> <p>§</p> <p>§</p> <p>§</p>	<p><b>AGREEMENT BETWEEN DALLAS COUNTY, ON BEHALF OF DALLAS COUNTY HEALTH AND HUMAN SERVICES, AND THE TOWN OF ADDISON, TEXAS</b></p>
---	-------------------------------------	---

**1. PARTIES**

**Whereas**, Dallas County (“County”) has offered to provide certain health services to the various cities throughout Dallas County on a contract for services basis; and

**Whereas**, the Town of Addison, Texas (“Town”) desires to participate with County in establishing coordinated health services for Town and all of Dallas County; and

**Whereas**, County will operate certain health services for the residents of Town in order to promote the effectiveness of local public health programs; and

**Whereas**, the cooperative effort of County and cities located within Dallas County (including Town) will allow those cities to participate with County in providing public health services for their residents.

**Now therefore**, County, on behalf of Dallas County Health and Human Services (“DCHHS”), enters into this Agreement (“Agreement”) with Town, pursuant to the authority of the Texas Health and Safety Code § 121.003(b), the Texas Government Code Chapter 791, and other applicable law, for and in consideration of the foregoing and the terms and conditions hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**2. HEALTH SERVICES TO BE PERFORMED**

- A. County agrees to operate the Dallas County Health Services Program ("Program"), which will include the following health services and the services listed in Section 2, Paragraph B:
  - 1) Tuberculosis Control Services: providing preventive, diagnostic treatment, and epidemiological services;
  - 2) Sexually Transmitted Disease Control Services: consisting of education to motivate people to use preventive measures and to seek early treatment, prophylaxis, epidemiological investigation, and counseling in accordance with County policy;
  - 3) Communicable Disease Control Services: providing information concerning immunization and communicable diseases and coordinating with the Texas Department of Health in monitoring communicable diseases;
  - 4) Laboratory Services: performing chemical, biological, and bacteriological analysis and tests on which are based diagnosis of disease, effectiveness of treatment, the

quality of the environment, the safety of substance for human consumption, and the control of communicable disease;

- B. County agrees to provide to Town, in accordance with state and federal law, the following public health services:
- 1) Immunizations;
  - 2) Child health care;
  - 3) High risk infant case management; and
  - 4) Home visits.

County also agrees to work with Town in order to decentralize clinics and to plan and provide for desired services by Town; however, any other services that Town requires, in addition to the above mentioned services, may result in additional fees to Town.

- C. County agrees to charge a sliding fee based on ability to pay to all residents of every municipality, including Town, in Dallas County. The fees charged by County for the services listed in Section 2A, Paragraphs 2A.1, 2A.2, 2A.3 and 2A.4 will be used to offset the Town's Program costs during the Term as described in this Agreement. A schedule of fees to be charged by County is set out in "Exhibit A" attached hereto and incorporated herein for all purposes.
- D. County agrees that the level of service provided in the Program for Town will not be diminished below the level of service provided to Town for the same services in the prior fiscal year except as indicated in Section 2E of this Agreement. For purposes of Section 2E, level of service is measured by the number of patient visits and number of specimens examined. County will submit to Town a monthly statement, which will also include the number of patient visits and number of specimens examined during the preceding month.
- E. The possibility exists of reductions in state and federal funding to the Program that could result in curtailment of services if not subsidized at the local level. County will notify Town in writing of the amount of reduction, if any, and the extent to which services will be curtailed as a result, if any. The notice will also include an amount that Town may elect to pay to maintain the original level of services. Town will notify County in writing no later than fourteen (14) calendar days after the date of Town's receipt of the notice of funding reduction as to Town's decision to pay the requested amount or to accept the curtailment of service. If Town elects to pay the requested amount, payment is due no later than forty-five (45) calendar days after the date of the notice of funding reduction.

### **3. BUDGET**

- A. County agrees to submit to Town by July of each year a proposed budget describing the proposed level of services for the next fiscal year (the fiscal year following the Term described in this Agreement);
- B. For the Term of this Agreement County agrees to provide the services listed in Section 2 at the level of services and for the amount stated on Exhibit D, which is attached hereto and incorporated herein for all purposes;
- C. Town shall pay to County for the Term the amount stated in Exhibit D, Five Thousand Seven Hundred Fifty One and 00/100 Dollars (\$5,751.00), which is the agreed upon amount of Town's share of the total cost of the Program less federal and state funding.
- D. In lieu of paying the actual dollar amount stated in this Agreement, Town has the option of making a request to negotiate for in-kind services that are equal in value to the total amount.
- E. This Agreement is contingent upon Town's appropriation of funds for the services set forth herein. In the event Town fails to appropriate such funds, neither Town nor County shall incur any obligations under this Agreement.

#### **4. ASSURANCES**

- A. County shall operate and supervise the Program.
- B. Nothing in this Agreement shall be construed to restrict the authority of Town over its health programs or environmental health programs or to limit the operations or services of those programs.
- C. Town and County agree that other cities/towns/municipalities may join the Program by entering into an agreement with County that contains the same basic terms and conditions as this Agreement.

#### **5. FINANCING OF SERVICES**

- A. The health services provided under this Agreement will be financed as follows:
  - 1) Town and County will make available to the Program all federal and state funds and equipment received by Town or County for the Program to provide the health services included under this Agreement and will use reasonable efforts to cause these funds, if any, to continue to increase.
  - 2) Town shall pay to County, or provide in-kind services, its share of budgeted costs that are in excess of the federal and state funding for providing the health services under this Agreement. Town's share of such budgeted costs shall not exceed those reflected in Exhibit D for the appropriate fiscal year.
- B. Town has elected to pay to County a lump sum payment for the Term the amount stated in

Exhibit D.

- C. Any payment not made within thirty (30) calendar days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.
- D. Town and County agree that no more than ten percent (10%) of the Town's cost of participating in the Program will be used for administration of the Program.
- E. All payments for the performance of services under this Agreement shall be paid from current revenues available to the Town.

## 6. TERM

This Agreement shall be effective from October 1, 2003 through September 30, 2004 ("Term"), unless otherwise stated in this Agreement.

## 7. TERMINATION

- A. Without Cause: This Agreement may be terminated in writing, without cause, by either party upon thirty (30) calendar days prior written notice to the other party.
- B. With Cause: The County reserves the right to terminate, by written notice to Town, the Agreement immediately, in whole or in part, at its sole discretion, for the following reasons:
  - 1) Lack of, or reduction in, funding or resources;
  - 2) Non-performance by Town of this Agreement, after written notice is given by County to Town specifying such non-performance, and failure of Town to cure such non-performance within fourteen (14) calendar days (or such longer period of time as set forth in the notice) after its receipt of such notice;
  - 3) Town's improper, misuse or inept use of funds or resources directly related to this Agreement;
  - 4) Town's submission of data, statements and/or reports that are incorrect, incomplete and/or false in any way.
- C. In the event of any such termination, County shall refund to Town a ratable portion of Town's lump sum payment made to County hereunder in accordance with the following formula: Amount of Town's Payment x Number of Months Remaining in Fiscal Year (excluding the month of termination) ÷ 12.

## 8. RESPONSIBILITY

**County and Town agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any**

**sovereign immunity available to County or Town or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.**

## **9. INSURANCE**

Town and County agree that they will, at all times during the term of this Agreement, maintain in full force and effect insurance or self-insurance. Town and County will be responsible for their respective costs of such insurance, any and all deductible amounts in any policy and any denials of coverage made by their respective insurers.

## **10. ACCESS TO RECORDS RELEVANT TO PROGRAM**

Town and County agree to provide to the other upon request, copies of the books and records relating to the Program. Town and County further agree to give Town and County health officials access to all Program activities.

## **11. NOTICE**

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person by a reputable courier service or mailed by Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given, if by courier, at the time of delivery, or if by mail, three (3) business days subsequent to the deposit of the notice in the United States mail in accordance herewith. The names and addresses of the parties' hereto to whom notice is to be sent are as follows:

**Zachary Thompson, Director**  
Dallas County Health & Human Services  
2377 N. Stemmons Freeway, LB 12  
Dallas, TX 75207-2710

**Carmen Moran, Town Secretary**  
Town of Addison  
PO. Box 9010  
Addison, TX 75001-9010  
(972) 450-2881

## **12. SOVEREIGN IMMUNITY**

**This Agreement is expressly made subject to County's and Town's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that Town or County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.**

## **13. COMPLIANCE WITH LAWS AND VENUE**

In providing services required by this Agreement, Town and County must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or

materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and exclusive venue shall lie in Dallas County, Texas.

#### **14. AMENDMENTS AND CHANGES IN THE LAW**

No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

#### **15. ENTIRE AGREEMENT**

This Agreement, including all Exhibits and attachments, constitutes the entire agreement between the parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written.

#### **16. BINDING EFFECT**

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

#### **17. GOVERNMENT FUNDED PROJECT**

If this Agreement is funded in part by either the State of Texas or the federal government, County and Town agree to timely comply without additional cost or expense to the other party, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision or other State or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Agreement, but only if and to the extent the same is directly applicable to County or Town, as the case may be.

#### **18. DEFAULT/CUMULATIVE RIGHTS/MITIGATION**

In the event of a default by either party, it is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. County and Town, each, have a duty to mitigate damages.

#### **19. FISCAL FUNDING CLAUSE**

Notwithstanding any provisions contained herein, the obligations of the County and Town under this Agreement are expressly contingent upon the availability of funding for each item and obligation

contained herein for the Term of the Agreement and any extensions thereto. Town and County shall have no right of action against the other party in the event the other party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County or Town is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, each party, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to the other party at the earliest possible time prior to the end of its fiscal year; in addition, if funds are not provided from a separate source, Town may also immediately terminate this Agreement by giving written notice to County.

## **20. COUNTERPARTS, NUMBER/GENDER AND HEADINGS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender and any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

## **21. PREVENTION OF FRAUD AND ABUSE**

Town and County shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or program abuse involving County or Town's employees or agents shall be reported immediately for appropriate action. Moreover, Town and County warrant to be not listed on a local, county, State or federal consolidated list of debarred, suspended and ineligible contractors and grantees. Town and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. Each party shall, upon notice by the other party, refund expenditures to the other party that are contrary to this Agreement and deemed inappropriate by any court of competent jurisdiction.

## **22. AGENCY / INDEPENDENT CONTRACTOR**

County and Town agree that the terms and conditions of this Agreement do not constitute the creation of a separate legal entity or the creation of legal responsibilities of either party other than under the terms of this Agreement. County and Town are and shall be acting as independent contractors under this Agreement; accordingly, nothing contained in this Agreement shall be construed as establishing a master/servant, employer/employee, partnership, joint venture, or joint enterprise relationship between County and Town. Town and County are responsible for their own acts, forbearance, negligence and deeds, and for those of their respective agents or employees in conjunction with the performance of work covered under this Agreement.

## **23. SEVERABILITY**

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

#### **24. SIGNATORY WARRANTY**

The person or persons signing and executing this Agreement on behalf of County and Town, or representing themselves as signing and executing this Agreement on behalf of County and Town, do hereby warrant and represent that such person or persons have been duly authorized by County or Town, as the case may be, to execute this Agreement on behalf of County or Town and to validly and legally bind Town to all terms, performances and provisions herein set forth.

The Town of Addison has executed this Agreement pursuant to duly authorized Town Council Resolution No. \_\_\_\_\_, dated \_\_\_\_\_, 200\_\_\_\_. The County of Dallas has executed this Agreement pursuant to Commissioners Court Order No. \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_.

**Executed this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_.**

**COUNTY:**

**TOWN:**

\_\_\_\_\_  
By: Margaret Keliher  
Dallas County Judge

\_\_\_\_\_  
By: Mayor

**RECOMMENDED:**

\_\_\_\_\_  
By: Zachary Thompson  
Director, DCHHS

\_\_\_\_\_  
By: Town Secretary

**APPROVED AS TO FORM\*:**

\_\_\_\_\_  
By: Bob Schell  
Chief, Civil Section  
Assistant District Attorney

\_\_\_\_\_  
By: Town Attorney

\*By law, the District Attorney’s Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

**Council Agenda Item: #2c**

**SUMMARY:**

The Council approved an ordinance calling for a 2004 Municipal Election on the February 10, 2004 agenda. The staff is recommending we contract with Dallas County Elections to hold our election. We have met with Dallas County, and they have offered a draft of the final contract, which is attached. Because it is a joint election, Dallas County cannot give us the final cost until all cities that are going to participate have committed. However, they anticipate the cost per polling place will go up this year. We have adjusted the budget up by \$1,000.00 to cover the additional cost.

**FINANCIAL IMPACT:**

Budgeted Amount: \$6,000.00

**BACKGROUND:**

We would like to continue using the Dallas County Elections Division to conduct our election. Overall, we have been very pleased with the service Dallas County has provided to us for our last elections and the countywide election system provides more opportunities for our residents to vote.

**RECOMMENDATION:**

Staff recommends approval.

JOINT ELECTION AGREEMENT

AND

ELECTION SERVICE CONTRACT

BETWEEN

TOWN OF ADDISON (TOA)  
CITY OF BALCH SPRINGS (COBS)  
CITY OF CARROLLTON COC)  
CITY OF CEDAR HILL (COCdH)  
CITY OF COCKRELL HILL (COCKH)  
CITY OF DESOTO (CODe)  
CITY OF DUNCANVILLE (CODu)  
CITY OF FARMERS BRANCH (COFB)  
CITY OF GARLAND (COG)  
CITY OF GRAND PRAIRIE (COGP)  
CITY OF HUTCHINS (COH)  
CITY OF IRVING (COI)  
CITY OF LANCASTER (COL)  
CITY OF MESQUITE (COM)  
CITY OF ROWLETT (CORw)  
CITY OF SACHSE (COS)  
CITY OF SEAGOVILLE (COSe)  
TOWN OF SUNNYVALE (TOS)  
CITY OF WILMER (COW)  
CARROLLTON-FARMERS BRANCH INDEPENDENT SCHOOL DISTRICT (CFBISD)  
CEDAR HILL INDEPENDENT SCHOOL DISTRICT (CHISD)  
COPPELL INDEPENDENT SCHOOL DISTRICT (CPISD)  
DALLAS INDEPENDENT SCHOOL DISTRICT (DISD)  
DALLAS COUNTY COMMUNITY COLLEGE DISTRICT (DCCCD)  
DESOTO INDEPENDENT SCHOOL DISTRICT (DeISD)  
DUNCANVILLE INDEPENDENT SCHOOL DISTRICT (DuISD)  
GARLAND INDEPENDENT SCHOOL DISTRICT (GISD)  
GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT (GPISD)  
IRVING INDEPENDENT SCHOOL DISTRICT (IISD)  
LANCASTER INDEPENDENT SCHOOL DISTRICT (LISD)  
MESQUITE INDEPENDENT SCHOOL DISTRICT (MISD)  
RICHARDSON INDEPENDENT SCHOOL DISTRICT (RISD)  
SUNNYVALE INDEPENDENT SCHOOL DISTRICT (SuISD)  
WILMER-HUTCHINS INDEPENDENT SCHOOL DISTRICT (WHISD)

FOR THE CONDUCT OF A JOINT ELECTION  
TO BE HELD SATURDAY, MAY 15, 2004

TO BE ADMINISTERED BY THE DALLAS COUNTY ELECTIONS DEPARTMENT

1. JURISDICTION

- 1.1 The Town of Addison (TOA) plans to hold a Municipal Election on May 15, 2004 in 3 Dallas County voting precincts for 3 councilmembers. The City of Balch Springs (COBS) plans to hold a Charter Amendment Election and a City Council Election on May 15, 2004 in 12 Dallas County voting precincts located wholly or partially within Place 2, which is at-large, Place 4 and Place 6. The City of Carrollton (COC) plans to hold a City Charter Amendment Election and a Bond Referendum Election

on May 15, 2004 in 11 Dallas County voting precincts and 20 Denton County voting precincts. The City of Cedar Hill (COCdH) plans to hold a City Council Election on May 15, 2004 in 8 Dallas County voting precincts and 2 Ellis County voting precincts located wholly or partially within City Council Places 3,4 and 5. The City of Cockrell Hill (COCKH) plans to hold a City Council Election on May 15, 2004 in 1 Dallas County voting precinct for City Councilmember Places 1, 2, and for a Mayoral position. The City of DeSoto (CODE) plans to hold a City Councilmember Election on May 15, 2004 in 21 Dallas County voting precincts located wholly or partially within Places 3, 5, and for a Mayoral position. The City of Duncanville (CODu) plans to hold a Special Election to fill a vacancy in City Councilmember District 1 and a City Council Election on May 15, 2004 in 12 Dallas County voting precincts that are located wholly or partially within City Councilmember Districts 2, 4, and for a Mayoral position. The City of Farmers Branch (COFB) plans to hold a City Council Election on May 15, 2004 in 11 Dallas County voting precincts located wholly or partially within Places 1 and 4. The City of Garland plans to hold a City Charter Amendment Election and a Special Bond election within the City, and a City Council election on May 15, 2004 in 53 Dallas County voting precincts located wholly or partially in Districts 1, 2, 4, and 5. The City of Grand Prairie (COGP) plans to hold a City Council Election on May 15, 2004 in 28 Dallas County voting precincts and 2 Ellis County voting precincts located wholly or partially within Places 2, 4, 6, 8, which is at-large, and for a Mayoral position. The City of Hutchins (COH) plans to hold a City Council Election on May 15, 2004 in 1 Dallas County voting precinct for two councilmembers for two-year terms and for a Mayoral position. The City of Irving (COI) plans to hold a Special Election for City Council Place 3 for a one year unexpired term and a City Council Election on May 15, 2004 in 49 Dallas County voting precincts located wholly or partially within Places 1, 2 and 7. The City of Lancaster (COL) plans to hold a Local Option Election within the City and a City Councilmember Election on May 15, 2004 in 11 Dallas County voting precincts located wholly or partially within Districts 2, 4, 6, and for a Mayoral position. The City of Mesquite (COM) plans to hold a City Council Election on May 15, 2004 in 35 Dallas County voting precincts located wholly or partially within Places 3, 4 and 5. The City of Rowlett (CORw) plans to hold a Local Option Election within the City and a City Councilmember Election on May 15, 2004 in 7 Dallas County voting precincts and 2 Rockwall County voting precincts located wholly or partially within Places 2, 4, 6, and for a Mayoral position. The City of Sachse (COS) plans to hold a City Council Election on May 15, 2004 in 2 Dallas County voting precincts within Places 5, 6, and for Mayoral position.

The City of Seagoville (COSe) plans to hold a City Council Election on May 15, 2004 in 3 Dallas County voting precincts located wholly or partially within Places 1, 3, and 5. The Town of Sunnyvale (TOS) plans to hold a City Councilmember Election on May 15, 2004 in 1 Dallas County voting precinct for three (3) Councilmembers, which are at large. The City of Wilmer (COW) plans to hold a City Council Election on May 15, 2004 in 1 Dallas County voting precinct for two Councilmembers for two year terms, which are at large, 1 Councilmember for a one year term, which is at large and for a Mayoral position.

- 1.2 The Carrollton Farmers Branch Independent School District (CFBISD) plans to hold a Board of Education Trustee Election on May 15, 2004 in 38 Dallas County voting precincts and 16 Denton County voting precincts located wholly or partially within Places 5, 6, and 7. The Cedar Hill Independent School District (CHISD) plans to hold a Board of Education Trustee Election on May 15, 2004 in 11 Dallas County voting precincts located wholly or partially within Places 1 and 2. The Coppell Independent School District (CpISD) plans to hold a Special Election to fill a vacancy in Place 5 for a one year term and a Board of Education Trustee Election on May 15, 2004 in 21 Dallas County voting precincts located wholly or partially within Places 1, 2, and 3. The Dallas County Community College District (DCCCD) plans to hold on May 15, 2004 a Special Bond Election county-wide and a Board of Education Trustee Election in 293 Dallas County voting precincts located wholly or partially within Districts 2, 3, and 4. The Dallas Independent School District (DISD) plans to hold a Board of Education Trustee Election in 116 Dallas County voting precincts located wholly or partially in Districts 4, 5, and 7. The DeSoto Independent School District (DeISD) plans to hold a Board of Education Trustee Election on May 15, 2004 in 23 Dallas County voting precincts located wholly or partially within Places 1 and 2. The Duncanville Independent School District (DuISD) plans to hold a Board of Education Trustee Election on May 15, 2004 in 12 Dallas County voting precincts located wholly or partially within Places 1, 2, and 3. The Garland Independent School District (GISD) plans to hold a Board of Education Trustee Election on May 15, 2004 in 62 Dallas County voting precincts located wholly or partially within Places 1, 2, and 3. The Grand Prairie Independent School District (GPISD) plans to hold a Board of Education Trustee Election for Places 1 and 2 on May 15, 2004 in 40 Dallas County voting precincts located wholly within the District and Dallas County. The Irving Independent School District (IISD) plans to hold a Board of Education Trustee Election on May 15, 2004 in 48 Dallas County voting precincts located wholly or partially within Places 5, 6, and 7. The Lancaster Independent School District (LISD) plans to hold a Board of Education Trustee Election on May 15,

2004 in 15 Dallas County voting precincts located wholly or partially within Districts 3 and 6. The Mesquite Independent School District (MISD) plans to hold a Board of Trustee Election on May 15, 2004 in 48 Dallas County voting precincts located wholly or partially within Places 1 and 2. The Richardson Independent School District (RISD) plans to hold a Board of Education Trustee Election on May 15, 2004 in 74 Dallas County voting precincts located wholly or partially within Places 3, 4, and 5. The Sunnyvale Independent School District (SuISD) plans to hold a Board of Education Trustee Election on May 15, 2004 in 2 Dallas County voting precincts located wholly or partially in Places 6 and 7. The Wilmer-Hutchins Independent School District (WHISD) plans to hold a Board of Education Trustee Election on May 15, 2004 in 16 Dallas County voting precincts located wholly or partially within Places 1 and 2.

- 1.3 A list of each election precinct or partial election precinct (each precinct unit) involved in the joint election, together with the name of the participating authority holding an election in that precinct unit, and the number of registered voters in that precinct unit, is shown in Attachment "E". The Elections Administrator will forward an updated version of Attachment "E" to each participating authority showing registered voters as of the deadline for registering to vote in the election.

## 2. ADMINISTRATION

- 2.1 The Dallas County Elections Administrator agrees to coordinate, supervise and handle all aspects of administering the Joint Election in accordance with the provisions of the Texas Election Code and as outlined in this agreement. Each participating authority agrees to pay Dallas County for equipment, supplies, services and administrative costs as outlined in this agreement. The Dallas County Elections Administrator will serve as administrator for the election; however, each participating authority remains responsible for the lawful conduct of their respective election.

## 3. LEGAL DOCUMENTS

- 3.1 Each participating authority will be responsible for preparation, adoption and publication of all required election orders, resolutions, notices and any other pertinent documents required by their respective governing bodies.

3.2 The Elections Administrator will be responsible for making the submission required by the Federal Voting Rights Act of 1965, as amended, with regard to administration of the joint election. A copy of the submission will be furnished to each participating authority. Any other changes which require preclearance by the U.S. Department of Justice will be the responsibility of each participating authority. Preparation of necessary bilingual materials for notices and preparation of the text for the official ballot will also be the responsibility of each participating authority. Each participating authority will provide a copy of their respective election notices and justice submission to the Dallas County Elections Administrator.

#### 4. DIRECT RECORD VOTING SYSTEM/OPTICAL SCAN

4.1 Each participating authority agrees that voting at the joint election will be by use of a direct record and optical scan voting system approved by the Secretary of State in accordance with the Texas Election Code. The Dallas County Elections Department will be responsible for the preparation of programs and the testing of the direct record system and optical scan system used for tabulating the ballots. Testing of the direct record equipment will be conducted at the Elections Department, 2377 N. Stemmons Frwy, Suite 820, Dallas beginning Tuesday, April 20, 2004 at 10:00 am and testing of the optical scan equipment will be conducted at the Election Equipment Warehouse, 1506 East Langdon Road, Hutchins beginning Thursday, April 24, 2004 at 10:00 am, and before ballots are tabulated at the scheduled polling locations listed in Section 13 of this contract and Attachment "B" by the presiding judges. The Dallas County Elections Department agrees to establish ten (10) regional sites and a central counting station to receive and tabulate the voted ballots as outlined in Section 9 of this agreement.

4.2 Dallas County agrees to provide direct record tabulators, precinct tabulators and voting booths for the joint election. The Gemini voting booth allocation will be based on providing one (1) Gemini for each 300 registered voters in each election precinct unit, not to exceed six(6) Gemini voting booths in any given precinct unit, one(1) precinct tabulator per location, not to exceed at any given time eight (8) ivotronics and two (2) supervisor ivotronics per early voting location.

4.3 It is estimated that (\_\_\_) geminis, (\_\_\_) precinct tabulators and (\_\_\_) ivotronics, (\_\_\_) ADA ivotronics, and (\_\_\_) supervisor terminals will be needed to conduct the May 15, 2004 Joint Election. The cost of the direct record voting system for the election will be determined by multiplying the total number of

ivotronics by \$250.00 each, multiplying each ADA terminal by \$300.00 each and supervisor terminals by \$275.00 each. The cost for the use of the gemini voting booths will be \$35.00 each. The cost for the use of the precinct tabulators will be \$175.00 each (See Attachment A).

5. VOTING LOCATIONS

5.1 The Elections Administrator will select and arrange for the use of and payment for all voting locations, subject to the approval of each participating authority. Voting locations will be, whenever possible, the usual voting locations for the precincts. Voting precincts may be combined by mutual agreement between the participating authorities. The proposed voting locations are listed in Attachment "B" of this agreement. In the event a voting location is not available, the Elections Administrator will arrange for use of an alternate location with the approval of each participating authority affected by the change. The Elections Administrator will notify each participating authority of any changes from the locations listed in Attachment "B".

5.2 The Elections Administrator will send each participating authority a final version of Attachment "B" which reflects the actual locations to be used on the day of the election.

6. ELECTION JUDGES, CLERKS AND OTHER ELECTION PERSONNEL

6.1 The Elections Administrator will be responsible for the appointment of the presiding judge and alternate for each polling location subject to the approval of each participating authority. The Elections Administrator shall arrange for the training and compensation of all presiding judges and clerks. The proposed election judges are listed in Attachment "C" of this agreement. If a person is unable or unwilling to serve, the Elections Administrator will name a judge for the precinct and notify each participating authority affected by the change.

6.2 In compliance with the Federal Voting Rights Act of 1965, as amended, precincts containing more than 5% Hispanic population, according to the 2000 census statistics, are required to have interpreter assistance. If a presiding judge is not bilingual and is unable to hire a bilingual clerk, the Elections Department may make a recommendation. If the Elections Department is unable to make a recommendation, the participating authorities shall be notified and responsible for providing a recommendation for the precinct.

- 6.3 The Elections Administrator is responsible for notifying all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the joint election are eligible to serve. The presiding judge, with the Elections Department assistance, will be responsible for insuring the eligibility of each appointed clerk hired to assist the judge in the conduct of the election.
- 6.4 If a participating authority recommends a person not listed in Attachment "C", and that recommendation conflicts with the recommendation from any of the other entities involved in the election in that precinct, the Elections Administrator will conduct a drawing from the recommendations to determine the election judge. Once a person has been notified of his/her selection as election judge, no changes may be made by any of the participating authorities.
- 6.5 The Elections Administrator will send joint participants an updated version of Attachment "C" which reflects the names of judges who were sent the letter requesting service for this election. A final version for Attachment "C" which reflects the name of the judges who actually presided on the day of the election will be sent to each participating authority.
- 6.6 The Elections Department will hold three (3) public schools of instruction on the use of optical scan card voting equipment and election laws on Saturday, May 8, 2004 from 10am - 12pm, Wednesday, May 12, 2004 from 6:30pm - 8:30pm (location to be determined by the Elections Department) and Thursday, May 13, 2004, from 7pm -9pm in the Central Jury Room, George L. Allen County Courthouse, 600 Commerce Street, Dallas. No election judge will be appointed unless he/she has attended an election judge training session taught by the Elections Department in the past eighteen (18) months and on the optical scan system. However, participating entities have requested that judges appointed for the joint election should attend one of the three scheduled training sessions.
- 6.7 The election judges are responsible for picking up election supplies at the time and place determined by the Elections Department (which will be set forth in the election judge letter requesting service for this election). Each election judge will receive \$8.00 per hour and each clerk will receive \$7.00 per hour (for a maximum of 14 hours). The election judge will receive an additional \$25.00 for picking up the election supplies prior to election day and for delivering election returns and supplies to their designated regional drop off site.

6.8 The Elections Administrator will employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies and equipment during the period of early voting and on election day, and for the efficient tabulation of ballots at the central counting station and regional sites. Part-time personnel will be paid an amount agreed to by the participating authorities as outlined in Attachment "A". Part-time personnel working in support of the central counting station and regional sites on election night will receive pay for at least four hours, minimum call for service, regardless of the actual hours worked. (Attachment E)

## 7. SUPPLIES AND PRINTING

7.1 The Elections Department will arrange for all election supplies and election printing, including, but not limited to, all forms, signs and other materials used by the election judges at the voting locations.

7.2 The Elections Department will provide maps, if necessary, instructions and other information needed to enable the election judges to conduct a proper election.

7.3 Each participating authority shall furnish the Elections Administrator a list of candidates and or propositions showing the order and the exact manner in which their candidate names and or proposition(s) are to appear on the official ballot. The list will be delivered to the Elections Administrator as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating authority will be responsible for proofreading and approving the ballot in so far as it pertains to that authority's candidates and/or propositions.

## 8. OPTICAL SCAN CARD BALLOTS

8.1 The ballot allocation for this election is based on providing enough ballots in every reporting precinct to handle the same turnout as in comparable elections plus twenty-five percent (25%) of that number, for an original allocation of no less than 25% of the registered voters.

8.2 Ballot allocation for Local Option Election will be allocation in accordance to Sec. 251.37 of the Texas Alcohol and Beverage Code.

9. RETURNS OF ELECTIONS

9.1 The Elections Department will be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

9.2 The participating authorities hereby, in accordance with Section 127.002, 127.003 and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Manager	- Bruce R. Sherbet Dallas County Elections Administrator
Tabulating Supervisor	- _____ ES & S Representative
Presiding Judge	- _____
Alt. Presiding Judge	-

9.3 The manager or his representative will deliver timely cumulative reports of the election results as precincts are tabulated. The manager will be responsible for releasing cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies or electronic transmittals (where accessible). Dallas County will operate an election result center to release election results in the Health and Human Services Building, 2377 N. Stemmons Frwy, Suite 820, Dallas, Texas. Any participating authority, upon request, may require release of returns be given only at a specified location other than from the result center. Any participating entity that would like the Dallas County Elections Department's web-site linked to their web-site, must provide their web-site address to the Central Counting Station Manager.

9.4 The Dallas County Elections Department will prepare the unofficial canvass report after all precincts have been counted, and will deliver a copy of the unofficial canvass to each participating authority as soon as possible after all returns and provisional ballots have been tabulated, but in no event no later than 10:00am Friday, May 21, 2004. All participating authorities will be responsible for the official canvass of their respective elections.

9.5 The Dallas County Elections Department will be responsible for conducting the post election manual recount, unless a waiver is given from the Secretary of State in accordance with Section 127.201 of the Texas Election Code. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office. Each political subdivision must notify the Elections Department if waiver has been granted or denied twenty (20) days before the election.

## 10. ELECTION EXPENSES

10.1 The participating authorities agree to share the costs of administering the May 15, 2004 Joint Election. A general supervisory fee not to exceed 10% of the total cost of the election shall be assessed as authorized by the Texas Election Code, Sec. 31.100. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on average cost per polling place (unit cost) as determined by adding together the overall expenses and dividing expenses equally among the total number of polling places. The cost of any special request from a participant, which is not agreed upon by all authorities, shall be borne by that participant. Each participating authority agrees that no participant shall be billed less than minimum of one full unit cost. Each stand alone precinct shall be billed to the requesting entity at no less than twenty-five percent of the cost of a full unit (\$ , .). A stand alone precinct is created when two or more entities are located within a precinct and the participating entities are unable to agree upon a common polling place. See Attachment "A".

10.2 The expenses for early voting by mail and personal appearance will be paid equally by each participating authority.

10.3 Final election expenses will be determined within 120 days after the election. The Elections Administrator will provide each participating authority with a final accounting in writing of all funds deposited into the joint election account and an accounting of all payments from the joint election account.

10.4 If additional funds are needed, the Elections Administrator will bill each participating authority in accordance with the expense formula enumerated herein. Any amount remaining will be refunded accordingly to each participating authority.

11. DEPOSIT OF FUNDS

11.1 Each participating authority agrees to deposit with the Dallas County Treasurer's Office, by no later than Wednesday, March 24, 2004, a sum equal to 50% of the total estimated cost of election expenses to be paid by Dallas County as administrator of the Joint Election, and the remaining is 50% due by Wednesday, April 14, 2004; however, any participating entity may pay the total sum on or before March 24, 2004. The funds will be placed in a joint election account to be used by the County for paying expenses as outlined in this agreement. No funds will be expended by Dallas County except for supplies and services outlined in this agreement, or except as may be agreed to, in writing, by each participating authority. No adjustments will be made to deposits for partial withdrawals after contract has been signed by all participating authorities.

11.2 The amounts to be deposited are as follows (calculated on the basis of a cost of \$ , . (per polling place):

	<u>March 24</u>	<u>April 14</u>
TOA		
COBS		
COC		
COCdH		
COckH		
COCp		
CODe		
CODu		
COFB		
COG		
COGP		
COH		
COI		
COL		
COM		
CORw		
COS		
COSe		
TOS		
COW		
CFBISD		
CHISD		
CPISD		
DCCCD		
DISD		

DeISD  
DUISD  
GISD  
GPISD  
IISD  
LISD  
RISD  
SuISD  
MISD  
WHISD

Total deposit        \$ \_\_\_\_\_                                \$ \_\_\_\_\_

Deposits should be delivered within the mandatory time frame to:

Lisa Hembry  
Dallas County Treasurer  
303 Records Building  
509 Main Street  
Dallas, Texas 75202

12.        RECORDS OF THE ELECTION

12.1 Bruce R. Sherbet, Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

12.2 Access to the election records will be available to each participating authority as well as to the public in accordance with the Texas Public Information Act, Chapter 552, Government Code, at the Elections Department, 2377 N. Stemmons Frwy, Suite 820, Dallas, Texas, at any time during normal business hours. The Election Administrator shall ensure that the records are maintained in an orderly manner, so that records are clearly identifiable and retrievable per records storage container.

12.3 Records of the election will be retained and disposed of in accordance with the records retention schedules which may have been adopted by each participating authority, and in accordance with the provisions of Title 6, Subtitle C, Chapters 201 through 205, Texas Local Government Code, including the minimum retention requirements established by the Texas State Library and Archives Commission. If records of the election are involved in any pending election contest, investigation, litigation, or Texas Public Information Act, the Election Administrator shall maintain the records until final resolution or until final judgement, whichever is applicable. It is the responsibility of any participating authority to bring to the attention of the Elections

Administrator any notice of any pending election contest, investigation, litigation, or Texas Public Information Act request which may be filed with a participating authority. Upon request to maintain records beyond eligibility for preservation according with Section 66.058 of the Texas Election Code, the Elections Administrator shall supply a written cost estimate for storage to requesting participant. (See Section 10)

12.4 On the first business day which follows the date that the records of the election are eligible for destruction, the Election Administrator will notify in writing each participating authority of the planned destruction of any records of the election. Within fifteen days of receipt of the Election Administrator's notice of intent to destroy the records, each participating authority will provide the Election Administrator with written authorization to proceed with destruction or written instructions to withhold destruction.

### 13. EARLY VOTING

13.1 Bruce R. Sherbet, Elections Administrator, will be appointed as early voting clerk in compliance with Sections 271.006 of the Texas Election Code. Other deputy early voting judges/clerks will be appointed, subject to the approval of Joint Election participants, as needed to process early voting mail and to conduct early voting at the main location and branch locations. If a participating authority recommends a person not listed in Attachment "D", and that recommendation conflicts with the recommendation from any of the other entities involved in the election in that precinct, the Elections Administrator will conduct a drawing from the recommendations to determine the deputy early voting judge/clerk. Once a person has been notified of his/her selection as deputy early voting judge/clerk, no changes may be made by any of the participating authorities. The recommended deputy early voting judges/clerks for the main and branch early voting locations are listed in Attachment "D".

13.2 Early voting by personal appearance will be conducted on weekdays beginning Wednesday, April 28, 2004, and continuing through Friday, April 30, 2004, between 8:00am and 5:00pm; Monday, May 3, 2004, and continuing through Friday, May 7, 2004 between 8:00am and 5:00pm; Saturday, May 8, 2004 between 8:00 am and 5:00pm; Sunday, May 9, 2004, between 1:00pm and 6:00pm; and Monday, May 10, 2004, through Tuesday, May 11, 2004, between 7:00am and 7:00pm. Any qualified voter for the Joint Election may vote early by personal appearance at either the main early voting location or at any one of the branch locations.

**MAIN EARLY VOTING POLLING PLACE**

DALLAS COUNTY RECORDS BUILDING  
Office of the Elections Department, First Floor,  
509 Main Street, Dallas 75202

**BRANCH EARLY VOTING POLLING PLACES**

ADDISON FIRE STATION  
4798 AIRPORT PKWY  
ADDISON, TEXAS 75240

BARBARA BUSH MIDDLE SCHOOL  
515 COWBOYS PKWY  
IRVING, TEXAS 75063

CARROLLTON-FARMERS BRANCH ISD  
1445 N. PERRY  
CARROLLTON, TEXAS 75011

CEDAR VALLEY COLLEGE  
3030 N. DALLAS AVE.  
LANCASTER, TEXAS 75134

COPPELL ISD  
200 S. DENTON TAP  
COPPELL, TEXAS 75019

DALLAS ISD ADMIN BUILDING  
3700 ROSS AVENUE  
DALLAS, TEXAS 75202

DUNCAVILLE LIBRARY  
201 JAMES COLLINS  
DUNCANVILLE, TEXAS 75116

EASTFIELD COLLEGE  
3737 MOTLEY  
MESQUITE, TEXAS 75150

FARMERS BRANCH CITY HALL  
13000 WILLIAM DODSON  
FARMERS BRANCH, TEXAS 75234

GARLAND CITY HALL  
200 N FIFTH  
GARLAND, TEXAS 75040

GARLAND ISD STUDENT SERVICE CENTER  
720 STADIUM  
GARLAND, TEXAS 75040

GRAUWYLER PARK RECREATION CENTER  
7780 HARRY HINES  
DALLAS, TEXAS 75235

HIGHLAND BAPTIST CHURCH  
8202 BOEDEKER  
DALLAS, TEXAS 75225

BALCH SPRINGS CITY HALL  
3117 HICKORY TREE RD.  
BALCH SPRINGS, TEXAS 75180

BROOKHAVEN COLLEGE  
3939 VALLEY VIEW  
FARMERS BRANCH, TEXAS 75244

CEDAR HILL ISD ADMIN. BUILDING  
270 S. HWY 67  
CEDAR HILL, TEXAS 75104

COCKRELL HILL CITY HALL  
4125 W. CLARENDON  
DALLAS, TEXAS 75211

DALLAS FIRST ASSEMBLY OF GOD  
10000 E NORTHWEST HWY  
DALLAS, TEXAS 75238

DESOTO TOWN CENTER LIBRARY  
211 E PLEASANT RUN  
DESOTO, TEXAS 75115

DUNFORD RECREATION CENTER  
1015 GREEN CANYON  
MESQUITE, TEXAS 75150

EL CENTRO COLLEGE  
MAIN AT LAMAR  
DALLAS, TEXAS 75202

FRETZ PARK RECREATION CENTER  
6950 BELT LINE  
DALLAS, TEXAS 75240

GARNER ELEMENTARY  
145 POLO ROAD  
GRAND PRAIRIE, TEXAS 75052

GRAND PRAIRIE DEVELOPMENT CENTER  
206 W CHURCH  
GRAND PRAIRIE, TEXAS 75050

HARRY STONE RECREATION CENTER  
2403 MILLMAR  
DALLAS, TEXAS 75228

HUTCHINS CITY HALL  
321 N. MAIN  
HUTCHINS, TEXAS 75141

IRVING ARTS CENTER  
3333 N MACARTHUR  
IRVING, TEXAS 75062

IRVING CITY HALL  
825 W IRVING BLVD  
IRVING, TEXAS 75060

JOSEY RANCH LIBRARY  
1700 KELLER SPRINGS  
CARROLLTON, TEXAS 75006

LANCASTER RECREATION CENTER  
1700 VETERANS MEMORIAL PKWY  
LANCASTER, TEXAS 75134

MARTIN LUTHER KING CORE BUILDING  
2922 MARTIN LUTHER KING JR BLVD  
DALLAS, TEXAS 75215

MARTIN WEISS RECREATION CENTER  
1111 MARTINDELL  
DALLAS, TEXAS 75211

MOUNTAIN VIEW COLLEGE  
4849 ILLINOIS AVE  
DALLAS, TEXAS 75211

NORTH DALLAS GOVERNMENT CENTER  
10056 MARSH LANE  
DALLAS, TEXAS 75229

NORTH LAKE COLLEGE  
5001 N MACARTHUR  
IRVING, TEXAS 75038

OAK CLIFF SUB-COURTHOUSE  
410 S BECKLEY  
DALLAS, TEXAS 75203

PLEASANT OAKS RECREATION CENTER  
8701 GREENMOUND  
DALLAS, TEXAS 75227

RICHARDSON CIVIC CENTER  
400 W ARAPAHO  
RICHARDSON, TEXAS 75080

RICHARDSON ISD ADMIN BUILDING  
400 S GREENVILLE  
RICHARDSON, TEXAS 75081

RICHLAND COLLEGE  
12800 ABRAMS RD  
DALLAS, TEXAS 75243

ROWLETT CITY HALL ANNEX  
4004 MAIN  
ROWLETT, TEXAS 75030

SACHSE CITY HALL  
5560 HWY 78  
SACHSE, TEXAS 75048

SAMUELL GRAND RECREATION CENTER  
6200 EAST GRAND  
DALLAS, TEXAS 75223

SANDY JACOBS GOVERNMENT CENTER  
1029 W ROSEMEADE  
CARROLLTON, TEXAS 75007

SEAGOVILLE CITY HALL  
702 N HWY 175  
SEAGOVILLE, TEXAS 75159

SUNNYVALE FIRE STATION #2  
402 TOWER PLACE  
SUNNYVALE, TEXAS 75182

VETERANS MEDICAL CENTER (MAIN LOBBY)  
4500 S LANCASTER  
DALLAS, TEXAS 75216

WEST DALLAS MULTI-PURPOSE CENTER  
2828 FISHTRAP  
DALLAS, TEXAS 75212

WILMER COMMUNITY CENTER  
101 DAVIDSON PLAZA  
WILMER, TEXAS 75172

WILMER-HUTCHINS ISD ADMIN  
3820 E ILLINOIS  
DALLAS, TEXAS 75216

13.3 All requests for early voting ballots by mail that are received by participating authorities will be transported by runner on the day of receipt to the Dallas County Elections Department, 8th Floor, Health and Human Service Building, 2377 N. Stemmons Frwy, Dallas, Texas 75207 for processing. Persons voting by mail will send their voted ballots to the Dallas County Elections Department.

13.4 All early voting ballots will be prepared for counting by an Early Voting Ballot Board appointed in accordance with Section 87.001 of the Texas Election Code. Each participating authority will appoint one member to the board and will notify the Dallas County Elections Administrator of the person's name and address no later than April 1, 2004. The participating authorities agree to appoint June Rentmeester as presiding judge and Chorsia Davis as alternate judge of the early voting ballot board.

13.5 A signature verification committee will be appointed in accordance with Section 87.027 of the Texas Election Code. A list of the members of the signature verification committee will be furnished to each participating authority.

#### 14. ELECTION REPORTS

The Election Administrator will be responsible for ensuring the delivery of the reports titled Early Voting Daily Vote Totals and Daily Early Voter Listing (Alphabetical by precinct) to each participating authority each day of Early Voting for the previous day's voting activity. On the day after the conclusion of Early Voting, a Daily Early Voter Listing by precinct report inclusive of all days of Early Voting is to be delivered to each participating authority. When possible, the Early Voters' reports will be delivered by electronic means via e-mail or by facsimile.

#### 15. RUNOFF ELECTION

15.1 In the event a runoff is necessary, the agreement will automatically be extended to cover the runoff, unless a participating authority states in writing before May 17, 2004 that it does not wish to participate in a joint runoff. The Elections Administrator will provide each participating authority in the joint runoff election with an estimate of funds to be deposited in a special joint runoff election account. The funds must be deposited no later than five (5) days after the runoff estimate figures are received from the Elections Administrator.

#### 16. CONTRACT WITHDRAWAL

16.1 Any participating authority that certifies their election in accordance with Section 2.051, 2.052 and 2.053 of the Texas Election Code, may withdraw from the joint election contract. Any expenditure incurred prior to withdrawal shall be billed separately and that contracting authority shall be removed from the contract. An addendum to the contract shall be provided to the remaining participants no later than five (5) days after notification of all intents to withdraw have been received by the Elections Administrator.

17. NOTICE

17.1 Whenever this agreement requires any consent, approval notice, request or demand, it must be in writing to be effective and shall be delivered to the party intended to receive it as shown below:

If to the Elections Administrator:

Bruce R. Sherbet  
Dallas County Elections Administrator  
Elections Department - Eighth Floor  
Health and Human Service Building - 2377 N. Stemmons Frwy  
Dallas, Texas 75207  
(214)819-6300

If to the Participants:

<b>Carmen Moran, (TOA)</b> Town Secretary 5300 Beltline Road Addison, Texas 75240 (972) 450-7018	<b>Cindy Gross, (COBS)</b> City Secretary 3117 Hickory Tree Rd. Balch Spring, Texas 75180 (972) 557-6070	<b>Ashley Mitchell, (COC)</b> City Secretary 1945 Jackson Rd. Carrollton, Texas 75006 (972) 466-3021
<b>Frankie Lee, (COCdH)</b> City Secretary 502 Cedar Street Cedar Hill, Texas 75104 (972) 291-5100 ext. 1018	<b>Elizabeth Smith, (COckH)</b> Interim-City Secretary 4125 W. Clarendon Dr. Dallas, Texas 75211 (214) 330-6333	<b>Anell Shipman, (CODE)</b> City Secretary 211 E. Pleasant Run Rd, Ste A DeSoto, Texas 75115 (972) 230-9646
<b>Jeanne Fralicks, (CODU)</b> City Secretary 203 E. Wheatland Road Duncanville, Texas 75116 (972) 780-5004	<b>Cindee Peters, (COFB)</b> City Secretary 13000 William Dodson PKWY Farmers Branch, Texas 75234 (972) 919-2503	<b>Ranette Larsen, (COG)</b> City Secretary 200 N. Fifth Street Garland, Texas 75040 (972) 205-2404
<b>Cathy DiMaggio (COGP)</b> City Secretary 317 W. College Grand Prairie, Texas 75050 (972) 237-8039	<b>Janis Daniels, (COH)</b> City Secretary 321 N. Main Street Hutchins, Texas 75141 (972) 225-6121	<b>Janis Carroll, (COI)</b> City Secretary 825 W. Irving Blvd Irving, Texas 75060 (972) 721-2605
<b>Dolle Shane, (COL)</b> City Secretary 211 N. Henry St. Lancaster, Texas 75146 (972) 218-1112	<b>Judy Womack, (COM)</b> City Secretary 1515 N. Galloway Mesquite, Texas 75149 (972) 216-6401	<b>Susie Quinn, (CORw)</b> City Secretary 4000 Main Street Rowlett, Texas 75088 (972) 412-6109
<b>Terry Smith, (COS)</b> City Secretary 5560 Hwy 78 Sachse, Texas 75048 (972) 495-1212 ext. 23	<b>Rosa Rios, (COSe)</b> City Secretary 702 N. Hwy 175 Seagoville, Texas 75159 (972) 287-2050 ext.123	<b>Crystol Birdwell, (COW)</b> City Secretary 128 N. Dallas Ave Wilmer, Texas 75172 (972) 441-6373
<b>Anne Harrison, (TOS)</b> City Secretary 537 Long Creek Rd Sunnyvale, Texas 75182 (972) 226-7177	<b>Mark Hyatt, (CFBISD)</b> Asst. Supt. of Support Svcs 1445 N. Perry Rd Carrollton, Texas 75006 (972) 466-6104	<b>Kim Lewis, (CHISD)</b> 270 S. HWY. 67 Cedar Hill, Texas 75104 (972) 291-1581 ext. 223

**Lisa Ganz, (CpISD)**  
200 S. Denton Tap Road  
Coppell, Texas 75019  
(972) 393-3000

**David Hay, (DCCCD)**  
Legal Asst/Election Admin  
701 Elm St  
Dallas, Texas 75202  
(214) 860-2373

**Sharon Price, (DeISD)**  
Assistant Superintendent  
Admin. and Operations  
200 E. Beltline Road  
DeSoto, Texas 75115  
(972) 223-6666 ext.214

**Jim Schiele, (DUISD)**  
Assistant Superintendent  
802 S. Main  
Duncanville, Texas 75137  
(972) 708-2011

**James A. Smith, (GISD)**  
Assistant Superintendent  
for Business Operations  
720 Stadium Drive  
Garland, Texas 75040  
(972) 487-3101

**Dave Crittenden (GPISD)**  
Buyer-Purchasing Dept  
2602 S. Beltline Rd  
Grand Prairie, Texas 75052  
(972) 237-5592

**Bill Althoff, (IISD)**  
Assistant Superintendent  
of Support Services  
901 O'Conner Road  
Irving, Texas 75061  
(972) 273-6000

**Joyce Brein, (LISD)**  
Asst. to Superintendent  
1201 N. Dallas Ave.  
Lancaster, Texas 75146  
(972) 227-4141

**Judy Whitenton, (RISD)**  
Exec Asst. to Asst. Supt  
Of finance  
400 S. Greenville Ave.  
Richardson, Texas 75080  
(469) 593-0331

**Michael Coffey, (MISD)**  
Assistant Superintendent  
Administrative Services  
405 East Davis  
Mesquite, Texas 75149  
(972) 882-7313

**Seth Adams, (SISD)**  
Supt. of Schools  
417 E. Tripp Rd  
Sunnyvale, Texas 75182  
(972) 226-7601

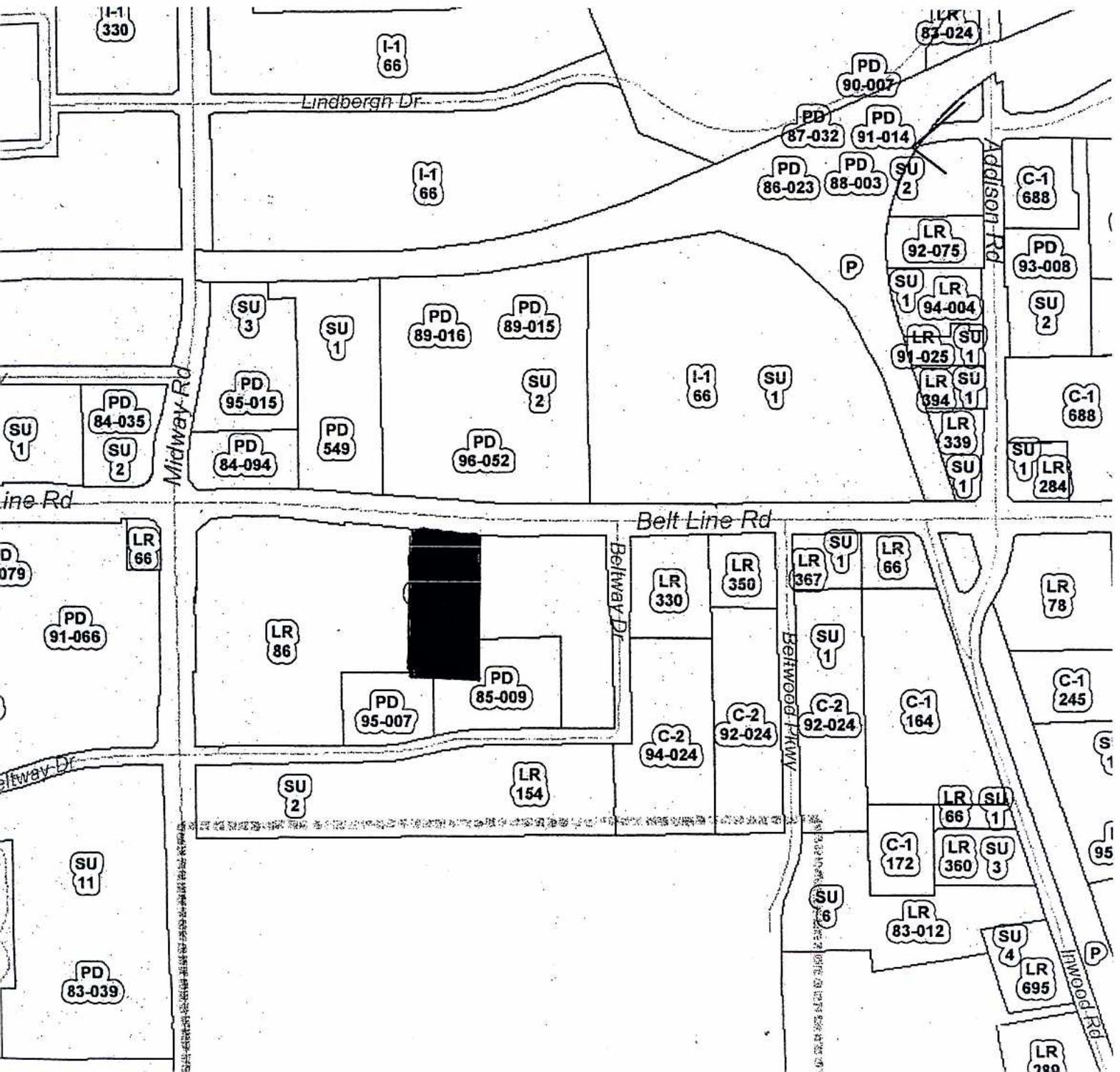
**Dr. Charles Matthews, (WHISD)**  
General Superintendent  
3820 E. Illinois  
Dallas, Texas 75216  
(214) 376-7311 ext.319

THERE ARE NO  
ATTACHMENTS  
FOR ITEM #R3

THERE ARE NO  
ATTACHMENTS  
FOR ITEM #R4

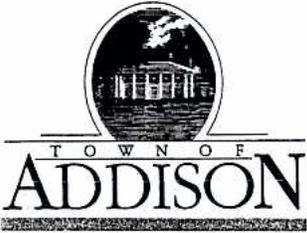
# 1447-SUP

Case 1447-SUP/Red Baron. Requesting approval of an amendment to an existing Special Use Permit for a restaurant and an existing Special Use Permit for the sale of alcoholic beverages for on premises consumption only, located at 4440 Belt Line Road (formerly Landry's), on application from 4440 Belt Line, Ltd. represented by Ms. Susie Russell.



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

January 22, 2004

STAFF REPORT

RE: Case 1447-SUP/Red Baron

LOCATION: 4440 Belt Line Road

REQUEST: Approval of an amendment to an existing Special Use Permit for a restaurant and an existing SUP for the sale of alcoholic beverages for on-premises consumption

APPLICANT: 4440 Belt Line, Ltd., represented by Mr. Kurt (Mike) Steinmann

DISCUSSION:

Background. This restaurant was originally the Hush Puppies Restaurant, which was granted a Special Use Permit through Ordinance 321 on April 19, 1977. The restaurant was subsequently changed to Joe T. Garcia's, and operated on the site 1986. At that time, the existing Joe T. Garcia's was demolished and the site was redeveloped with the Atchafalaya River Café, which was approved through Ordinance 086-101, passed by the City Council on November 25, 1986. The Special Use Permit was amended on May 12, 1987 through Ordinance 087-023 to add a patio to the restaurant. The Atchafalaya River Café chain sold to Landry's Seafood Restaurants, and this restaurant was converted to a Landry's several years ago. Landry's has been closed for approximately one year.

At this point, the applicant would like to redevelop the restaurant and open it as a Red Baron Gulf Coast Seafood restaurant. A tentative menu and profile of the developer are attached. The applicant plans to open the restaurant for both lunch and dinner.

Proposed Plan. The applicant is planning to make changes to the interior and exterior of the building. The applicant is planning to take the existing dining room and add a bar inside it. He is also planning to add a stage for live music. He is planning to take the large bar out of the bar area and replace it with a smaller bar. He will then take a portion of the kitchen and convert it to a game room/dining area. The plans show two

pool tables in the game room, but no video games. The applicant should be aware that more than four video games requires a Special Use Permit for a gaming arcade, and more than two pool tables requires a Special Use Permit for a billiard hall. The applicant is planning to move the existing entry to the dining room area, and replace the existing entry with a bar that will serve the patio. The applicant will reconfigure the existing restrooms to add three toilets to the women's restroom and one urinal in the men's room.

The applicant is also planning to add an 802 square foot raised deck onto the front of the patio. The deck will be raised approximately 20 inches above the ground level of the patio, and it shows a row of 34 bar stools against the north railing.

The applicant submitted a plan for the remodeling of the front of the restaurant. The brick walls that enclosed the patio at Landry's will be removed, and minor changes will be made to the front façade of the restaurant. The applicant did not submit elevations of the other sides, but indicated they will not be changed. The staff photographed the other sides and noted that the entire restaurant will need painting, which the applicant has indicated he will do. A colored rendering of the front of the restaurant was submitted with the plans.

Parking. The new plans indicate the restaurant, with the existing patio and the new deck, will be 12,229 square feet. At a ratio of 1 space per 70 square feet, it requires 175 spaces. At present the restaurant has 188 spaces. The current parking spaces are 9' x 18', and the code allows spaces to be 8 ½' x 17'. Therefore, the applicant can re-strip the parking lot and pick up 10 additional spaces to get to 198, which is what the plans indicate.

Food Service Code. The Environmental Services Official has noted that the kitchen is several years old and some equipment may have to be upgraded. The restaurant will be required to meet all the requirements of the current food service code.

Building Code. The applicant should also be aware that if any areas of the restaurant exceed 5,000 square feet (under the current plan they do not). They will have to be separated by firewalls or the building will have to be sprinklered. Also, if he attempts to enclose any of the patio areas, those will have to be sprinklered. They cannot be enclosed with canvas or plastic, but must remain open to the air at all times.

Public Works. The Public Works Department has reviewed the site plan and has no comments.

Landscaping. The existing landscaping on the site has not been maintained for some time. The plans call for 802 square feet of landscaping to be removed and replaced

with a deck, but the plans do not indicate where that 802 square feet of landscaping would be replaced on the site. The applicant has mentioned taking out the sidewalk across the front of the building and replacing it with landscaping, but that would only replace 420 square feet. Slade Strickland also notes that the site is tight on landscaping (although he cannot be sure because a plan for the entire site was not submitted), and that any reduction might put it under the 20 percent requirement.

Mechanical Equipment. The applicant should be aware that if any new mechanical equipment is added to the roof of the restaurant, it must be screened from all adjacent properties. The screening mechanism shall be architecturally compatible, and the Building Official shall make the determination of "architecturally compatible".

#### RECOMMENDATION:

Staff has discussed the music/live band component of this facility with the applicant. The staff is always sensitive to noise issues when live music is being planned for a space. In addition, the neighbors are concerned about music, as expressed in the letter from Harkinson Investment Corporation (attached). This restaurant has an existing restaurant on either side, both of which have existing patios. In addition, there is a hotel directly behind this restaurant. The staff feels that this restaurant needs to be a good neighbor to the businesses that already exist around it. The staff recommends that the applicant not be allowed to eliminate the landscaping in front of the restaurant and replace it with deck area. This additional deck, aside from eliminating the landscaping, would allow for additional noise generation and additional strain on the parking. In addition, the staff recommends the applicant not be allowed to have amplified music on the patio. The staff is recommending that live music be allowed inside the building; however, the applicant should be aware that if noise from music inside the building becomes a problem for the neighbors, the music would have to be turned down. The Town has a noise ordinance, and if noise is a problem, it will be handled by the Police Department through the noise ordinance provisions.

Staff feels that this proposed restaurant, with some modifications, is an appropriate redevelopment for this space, and recommends approval subject to the following conditions:

- the plans shall be revised to eliminate the 802 square-foot deck that is shown to be added to the existing patio.
  
- a revised landscaping plan shall be submitted by the applicant that indicates all landscaping on the site. A Landscape Architect licensed in the state of Texas must provide the plan.

-any new mechanical equipment must be screened from all adjacent properties. The screening mechanism shall be architecturally compatible, and the Building Official shall make the determination of "architecturally compatible".

-the restaurant shall not be allowed to have amplified music on the patio.

Respectfully submitted,

A handwritten signature in black ink that reads "C MORAN". The "C" is large and loops around the "M". The "O" is a simple circle, and "RAN" follows in a similar style.

Carmen Moran  
Director of Development Services

**COMMISSION FINDINGS:**

The Addison Planning and Zoning Commission, meeting in regular session on January 29, 2004, voted to recommend approval of the request for for an amendment to an existing Special Use Permit for a restaurant and an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption, subject to the following conditions:

-the plans shall be revised to replace the proposed 802 square foot deck with a 390 square foot deck, and the sidewalk along the front of the restaurant shall be torn out and replaced with landscaping to compensate for the landscaping taken by the new deck.

-a revised landscaping plan shall be submitted by the applicant that indicates all landscaping on the site. A Landscape Architect licensed in the state of Texas must provide the plan.

-any new mechanical equipment shall be screened from all adjacent properties. The screening mechanism shall be architecturally compatible, and the Building Official shall make the determination of "architecturally compatible".

-the restaurant shall not be allowed to have amplified music on the patio.

-the applicant shall not use any terms, including the term "bar," "tavern," or any graphic depictions that denote alcoholic beverages in exterior signs.

Voting Aye: Bernstein, Braun, Herrick, Jandura

Voting Nay: None

Absent: Benjet, Doepfner

**DOG FIGHT DESSERTS**

- Key Lime Pie - Absolutely the best 4.50
- Hot Apple Pie A La Mode w/ Granny Smith Apples 4.95
- Pecan Pie w/ Blue Bell Vanilla Ice Cream 4.95

**LUNCH - SERVED MONDAY THRU FRIDAY FROM 11AM - 3PM**

**SOPWITH CAMEL SOUPS AND SALADS**

- Seafood Gumbo 4.25 (cup) 5.95 (bowl)
- Jambalaya 3.95 (cup) 5.25 (bowl)
- Red Beans and Rice 2.95 (cup) 3.95 (bowl)
- Ranch Chicken Salad 6.95
- Chicken Caesar 6.95

**MESQUITE GRILL - SERVED W/ MASHED POTATOES AND FRESH VEGETABLES**

- Potato Crusted Salmon w/ a serrano-avocado cream sauce 8.95
- Chili Rubbed Snapper w/ crawfish and crabmeat 8.95
- Mesquite Grilled Shrimp - 10 butterfied shrimp 8.50
- Mesquite Grilled Chicken - 8 oz. breast 7.25
- Mixed Grill - Chick and shrimp kabobs w/ vegetables 7.25

**THE BARON'S PASTA AND CAJUN - SERVED W/ GARLIC BREAD**

- Atlantic Salmon Pasta w/ artichoke and capers 8.95
- Blackened Chicken Alfredo - 8 oz. breast 7.25
- Shrimp and Crawfish Etoufee - World's best! It'll change you life! 8.25
- Chicken Creole - Spicy Cajun dish 7.25

**FLYING RED FIGHTER BASKETS - SERVED W/ SEASONED FRIES**

All baskets as lunch portions 1.00 off

**RED BARON**  
**FRESH GULF SEAFOOD**

## **Kurt W. "Mike" Steinmann**

This profile introduces Kurt W. "Mike" Steinmann. The man responsible for creating many different successful restaurants in Houston Texas. From idea to design, from concepts to management, Mr. Steinmann produced these state-of-the-art success stories.

Mr. Steinmann immigrated to Houston from Germany in the 1960's. When he opened his first restaurant, he became an immediate success and began creating his amazing entrepreneurial fortune. Native Houstonians have enjoyed experiencing the "Mike Steinmann" entertainment and dining legacy for over three decades.

The Bismark, a unique and elegant restaurant was the beginning of an era of high performing sales in the restaurant community of Houston. The Boccaccio restaurants won multiple awards in design, and drew record crowds in the 70's and 80's. In researching Mike Steinmann's thirty-six years in business it's easy to see why the Houston Business Journal calls him "a fixture in the Houston entertainment scene" and; "he is on top of what people like in entertainment". With a history like Mike Steinmann's it is no wonder that so many business people call Mike the "Entertainment Expert" and ask for his advice and guidance.

The profile below details information on some of the many projects designed by Kurt W. "Mike" Steinmann during his more than three decades in business. The image, concept, design, promotion, and management were all developed by Mike Steinmann.

### **SAM'S PUB AND GRILL (5636 Richmond Avenue)**

The pub boasts a wide variety of imported and domestic beers, as well as wines and cocktails. Moreover, the menu offerings at Sam's include traditional Irish fare (such as Irish Stew, Shepherd's Pie, Corned Beef Sandwiches) and all-American favorites (such as Salads, Pizza, and Hamburgers with Fries). On Saint Patrick's Day, patrons are taken on a musical tour of Irish traditions; during the rest of the year, patron's are welcome to enjoy top, live entertainment or an eclectic mixture of music.

### **BAIT CAMP ( 6767 Richmond Avenue)**

An indoor/outdoor island-style restaurant featuring an inexpensive menu.

### **BUCOO'S CANTINA AND MEXICAN KITCHEN (1050 Westbelt North #100)**

A Mexican Kitchen and Cantina featuring a new rendition of Tex-Mex food. The large outdoor patio featured live retro-rock, zydeco, and Caribbean music.

### **SRO RESTAURANT (1800 Post Oak Boulevard)**

The SRO Restaurant featured a trendy west coast interior that borrowed many ideas from the internationally acclaimed Spago's Restaurant in Los Angeles. The Spago's trained chefs prepared expensive California nouvelle cuisine.

### **BOCCACCIO POST OAK (1800 Post Oak Boulevard)**

A luxurious, elegant, and expensive private member supper club that had a contemporary interior. Boccaccio Post Oak won several design awards for it's beautifully designed interior.

**THE TEXAS TINHORN BBQ AND SALOON (1605 South Post Oak Boulevard)**

A self-service barbecue restaurant. Live country music and a self-service barbecue restaurant. The interior featured a small dance floor in the midst of a tin-barn atmosphere of western wildlife and Texas lore artifacts.

**MIRAGE RESTAURANT (1641 S. Voss)**

A continental cuisine restaurant featuring a wide array of great specialties. The unique decor made you feel as though you were visiting the streets of Casablanca.

**RIVOLI RESTAURANT (5636 Richmond Avenue)**

The expensive and exclusive continental cuisine restaurant attracted the fashionable Houston crowd. The piano bar highlighted local popular musicians.

**MIKE AND WILLIE'S INNOVATION (6015 Westheimer)**

The eclectically designed steak house was known in Houston for superb mesquite grilled fare.

**PORTOBELLO'S RESTAURANT (8503 Westheimer)**

This Northern Italian Restaurant offered casual ambiance and live entertainment. Houstonians gathered at Portobello's to celebrate special occasions and events.

**BOCCACCIO 2000 (402 Lovett)**

An elegant supper club in a tropical setting. Boccaccio 2000 was very popular in Houston for years.

**ALEXANDER'S RESTAURANT (217 Westheimer)**

An outdoor patio Bistro offered quaint and quiet ambiance for the discriminating Houstonian. The menu included Italian specialties and deserts.

**MICHELANGELO'S RESTAURANT (307 Westheimer)**

Houston's first sidewalk cafe. Michelangelo's offered a European mood and surroundings coupled with affordable Italian specialties.

**BISMARCK RESTAURANT (719 Franklin)**

Located in the market square area of Houston, Bismark was an old-world-charm restaurant. Crystal chandeliers, violins, and expensive continental, German and Viennese specialty cuisine started the Steinmann success era.

KASTRICK STREET EFFECTS & ASSOCIATES  
1100 SOUTH MAIN STREET  
HOUSTON, TEXAS 77002



# ATCHAFALAYA RIVER CAFE

## 3

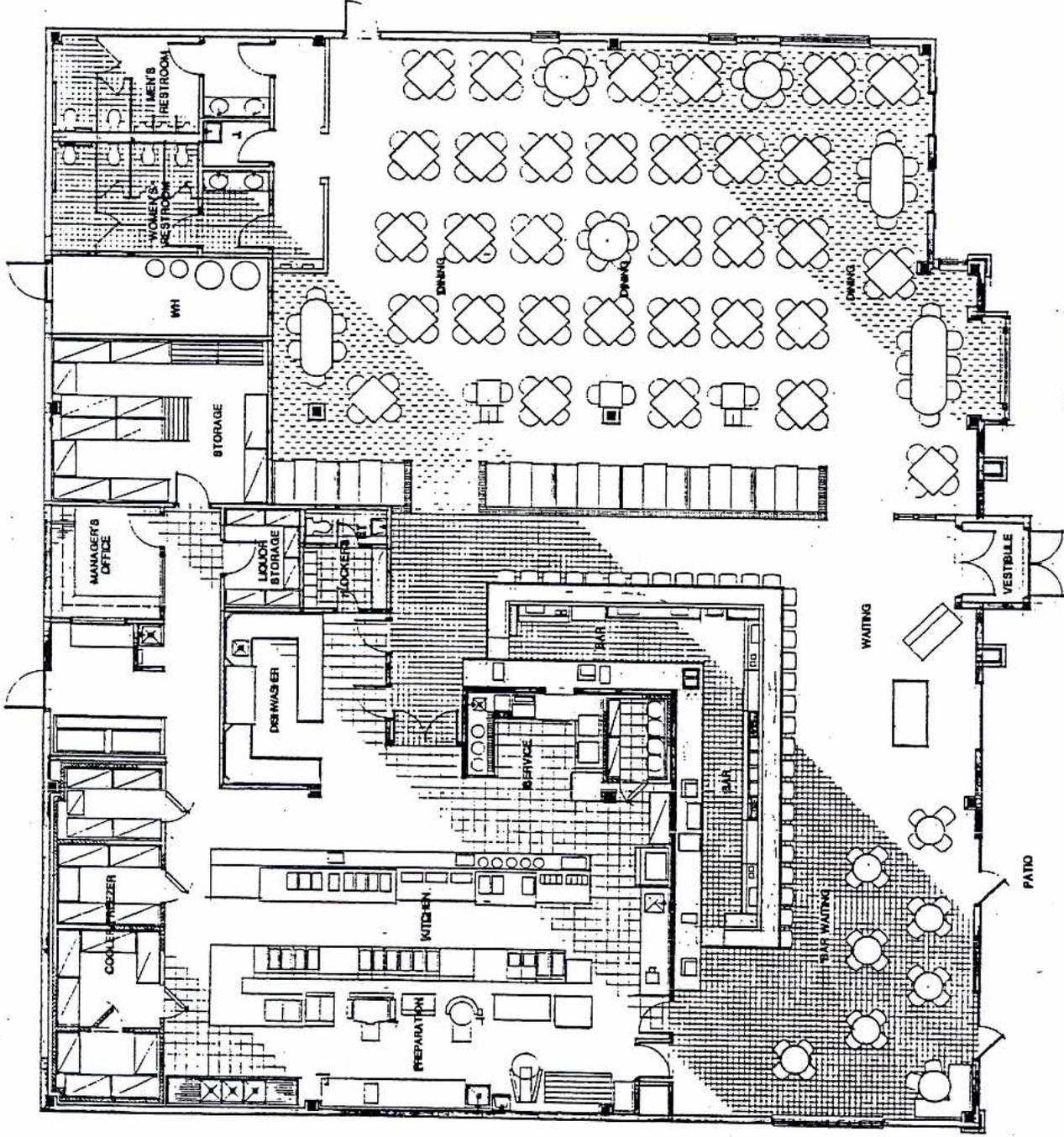
ADDISON, TEXAS

SEATING CALCULATIONS

DRINK	2	4
4-TOPS	28	144
6-TOPS	5	30
8-TOPS	1	8
	48	200
BAR	5	22
STOOLS	20	
PATIO	8	42
4-TOPS	10	40
TOTAL	64	302

FLOOR PLAN

A2



1 FLOOR PLAN

To: Carmen Moran, Director Development Services

From: Lynn Chandler, Building Official

Date: January 9, 2004

Subject: CASE 1447-SUP/ Red Baron

If this space has areas exceeding 5000 square feet between fire barriers a fire sprinkler will be required.

## Memorandum

DATE: January 14, 2004  
TO: Carmen Moran, Director of Development Services  
FROM: Slade Strickland, Director of Parks & Recreation  
SUBJECT: **Case 1447-SUP/Red Baron**

---

A revised landscape needs to be submitted that reflects the amount of existing landscaping versus the proposed landscaping. The plan does not show the amount of landscaping that will be removed with the wood decking.

The site is tight on required landscaping, so any reduction might put it under the 20 percent required under the landscape regulations. This information needs to be provided before we can complete final review and recommendations.

Final plans will need to be stamped by a landscape architect licensed in the State of Texas.



January 14, 2004

Carmen Moran  
Director of Development Services  
Town of Addison  
PO Box 9010  
Addison, TX 75001

BY CERTIFIED MAIL: #Z271676100

Re: Notice of Hearing  
Case #1447-SUP/Red Baron (formerly Landry's)  
4440 Beltline Road  
Addison, TX 75001

Dear Ms. Moran:

Pursuant to your Notice received 1/13/04 with regards to a Hearing scheduled for 1/22/04 on the above referenced case, we are in receipt of the plans for the proposed restaurant.

Our concern is that the patio area will be used for outdoor music/concerts, which potentially would not allow our tenants the quiet enjoyment of their lease space as required under the terms of their individual Leases at our neighboring property Addison Park Place, located at 4560 Beltline Road.

As the owner of Addison Park Place, a 7-Building office complex with approximately 200,000 sf of rental suites neighboring this proposed restaurant, we would want to be assured that the City would be certain that music would be restricted to the inside of the facility before we would support such a petition.

Although we will not be able to attend the Hearing, we would request that our comments in this letter be formally read into the record objecting to the petition unless a guarantee can be made that no exterior music will be allowed.

Thank you.

Sincerely,

A handwritten signature in black ink that reads 'Bill Walker'. The signature is fluid and cursive, with a long horizontal stroke at the end.

Bill Walker  
Addison Park, Ltd.

**NO ATTACHMENTS  
FOR #R5-4**

**Council Agenda Item: #R6**

**SUMMARY:**

Staff requests Council approval of an identification and directional sign package for the Addison Circle Park.

**FINANCIAL IMPACT:**

Budgeted Amount:

Item was not budgeted, but funds area available in the Capital Projects Fund for the Addison Arts and Events District

Cost: Approximately \$150,000

**BACKGROUND:**

Several months ago the Council reviewed the designs for the directional signs for Addison Circle Park. Over the past few months, staff has been working on finding a location on Belt Line Road for a signature sign. We have not yet found a location, and we are looking at ways of incorporating signage into the redevelopment of Belt Line Road. However, staff has determined that the goal of finding a way to advertise our events on Belt Line should not hold up the entire sign package. We have divided the project into phases. Phase I consists of the signs that can be located in medians or existing city rights-of-way. We would like to take these signs forward for bidding and get them fabricated and installed. Once we get Phase I in place, we will work on getting easements for signs on private property, and bring those forward as Phase II. A sign on Belt Line might be phase III of this project, or it might be incorporated into the Belt Line improvements.

Phase I consists of four types of signs:

<b>Directional signs</b>	<b>5, 20-square foot signs</b>
<b>Reader board</b>	<b>1, 42-square foot sign</b>
<b>“You are here” maps</b>	<b>5, 8.5-square foot maps</b>
<b>Temporary magnetic parking signs</b>	<b>12, 3.5 square-foot arrows</b>

The Daktronics Reader Board we are planning for the Conference and Theatre Centre will replace the existing monument sign at the corner of Addison Road and Addison Circle. It will give the Conference Centre and the Theatre the ability to advertise its meetings and plays as well as the Town’s Events. The staff reviewed both the monochrome and full-color version of the Daktronics sign, and it felt that the full color gave use the ability to project logos and special type faces that would make our events more interesting and help sell sponsorships. The (10 + 2 extras) temporary magnetic parking signs will be applied to both sides of the five directional signs during events to help guide visitors to the parking areas.

**RECOMMENDATION:**

Staff recommends the Council approve the resolution authorizing the staff to solicit bids for the fabrication and installation of a identification sign package for Addison Circle Park.



# Town of Addison

## Addison Circle Wayfinding

February 12, 2004

### Schedule of Signs

Installation Punchlist

Item	Location	Quantity	Sign Type	Description	Legend	Checkoff and Notes
1	Beltline & Quorum  North Median	1 DF	RLM	Site Directional	(east face) > <b>Addison Circle Park</b>  <b>Shopping Dining</b>  (west face) < <b>Addison Circle Park</b>  <b>Shopping Dining</b>	<input type="checkbox"/> Client Final Approval  <input type="checkbox"/> Installers Notes and Punchlist
2	Addison Rd & Addison Circle  NE	1 DF	SD	Matrix Display RGB	(south face) <b>(Addison script logo)</b>  (north face) <b>(Addison script logo)</b>	<input type="checkbox"/> Client Final Approval  <input type="checkbox"/> Installers Notes and Punchlist

# Town of Addison

## Addison Circle Wayfinding

February 12, 2004

### Schedule of Signs

Installation Punchlist

Item	Location	Quantity	Sign Type	Description	Legend	Checkoff and Notes
3	Keller Springs & Quorum Drive	1 DF	RLM	Site Directional	(east face) > <b>Addison Circle Park</b>  <b>Shopping Dining</b>  (west face) < <b>Addison Circle Park</b>  <b>Shopping Dining</b>	<input type="checkbox"/> <b>Client Final Approval</b> <hr/> <input type="checkbox"/> <b>Installers Notes and Punchlist</b>
4	Toll Access & Addison Circle	1 DF	RLM	Site Directional	(north face) > <b>Addison Circle Park</b>  <b>Shopping Dining</b>  (south face) < <b>Addison Circle Park</b>  <b>Shopping Dining</b>	<input type="checkbox"/> <b>Client Final Approval</b> <hr/> <input type="checkbox"/> <b>Installers Notes and Punchlist</b>

# Town of Addison

## Addison Circle Wayfinding

February 12, 2004

### Schedule of Signs

Installation Punchlist

Item	Location	Quantity	Sign Type	Description	Legend	Checkoff and Notes
5	Toll Access & Arapaho  West Median	1	RLM	Site Directional	(west face) ^ <b>Addison Circle Park</b>  <b>Shopping Dining</b>	<input type="checkbox"/> <b>Client Final Approval</b> <hr/> <input type="checkbox"/> <b>Installers Notes and Punchlist</b>
6	Qurom & Arapaho  NE corner	1 DF	RLM	Site Directional	(east face) > <b>Addison Circle Park</b>  <b>Shopping Dining</b>  (west face) < <b>Addison Circle Park</b>  <b>Shopping Dining</b>	<input type="checkbox"/> <b>Client Final Approval</b> <hr/> <input type="checkbox"/> <b>Installers Notes and Punchlist</b>

# Town of Addison

## Addison Circle Wayfinding

February 12, 2004

### Schedule of Signs

### Installation Punchlist

Item	Location	Quantity	Sign Type	Description	Legend	Checkoff and Notes
7	2 Esplande	5 (3 DF w/map 2 SF map)	SM	Site Map	<b>Addison Circle</b> (artwork of map and ground floor retail tenant listings provided by the designer)	<input type="checkbox"/> Client Final Approval
	3 Circle Park					<input type="checkbox"/> Installers Notes and Punchlist
8	For temporary use on sign type RLM	12 (6 right turn and 6 left turn)	MPK	Magnetic Parking	<b>(right arrow) PARKING</b> <b>(left arrow) PARKING</b>	<input type="checkbox"/> Client Final Approval
						<input type="checkbox"/> Installers Notes and Punchlist

# Addison Circle District

## Site Directionals - Sign Type RLM

#R6-4

**Size**

As shown

**Quantity**

See Schedule of Signs

**Material**

Sign Face/.080" Steel pans painted w/Mathews primer and paint  
 Arrow Disk/.25" Aluminum  
 Post/7" OD steel tubing painted w/Mathews primer and paint  
 Base Plate/.75" steel painted w/Mathews primer and paint  
 Text/3M High performance reflective vinyl  
 Arrow/3M High performance reflective vinyl

**Color**

Sign Face/As shown  
 Arrow Disk/As shown  
 Post/As shown  
 Base Plate/As shown  
 Text/3M 580-10 White reflective  
 Arrow/As shown

**Finish**

Sign Face/Satin  
 Arrow Disk/Satin  
 Post/Satin  
 Base Plate/Satin  
 Text/3M 580-10 White  
 Arrow/3M 580-71 Yellow

**Typography**

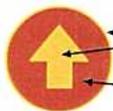
As shown

**Installation**

Mounts to foundation with non-corrosive j-bolts as required.

Field verify exact locations and conditions.

Town of Addison will clear all utilities before installation.



- D Arrow & Border**  
3M 580-71 Yellow
- E Disk field**  
3M 580-72 Red Reflective



# Addison Circle District

## Site Directionals Details - Sign Type RLM

**Size**  
As shown

**Quantity**  
See Schedule of Signs

**Material**  
Sign Face/.080" Steel pans painted w/Matthews primer and paint  
Arrow Disk/.25" Aluminum  
Post/7" OD steel tubing painted w/Matthews primer and paint  
Base Plate/.5" steelpainted w/Matthews primer and paint  
Text/3M High performance reflective vinyl  
Arrow/3M High performance reflective vinyl

**Color**  
Sign Face/As shown  
Arrow Disk/As shown  
Post/As shown  
Base Plate/As shown  
Text/3M 580-10 White reflective  
Arrow/As shown

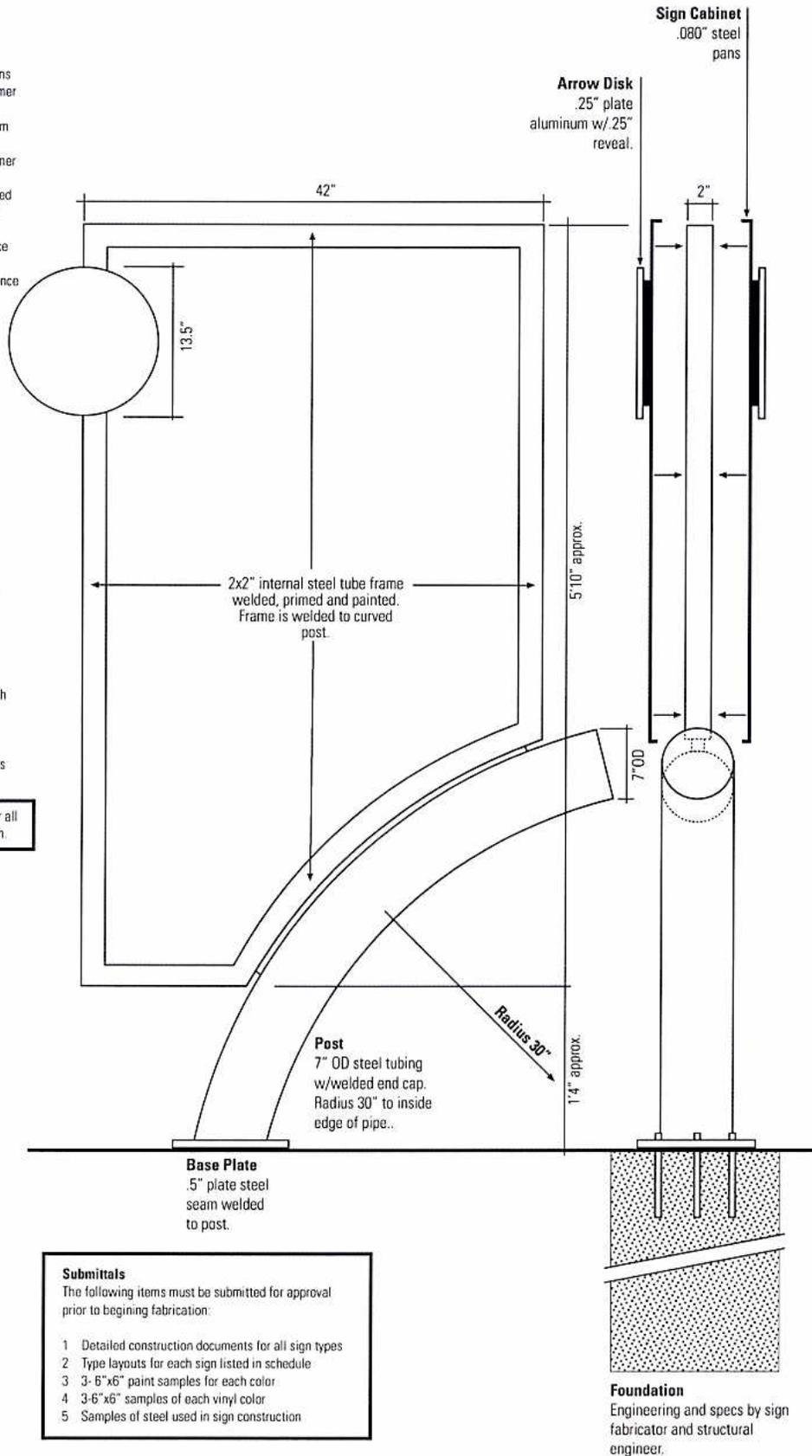
**Finish**  
Sign Face/Satin  
Arrow Disk/Satin  
Post/Satin  
Base Plate/Satin  
Text/3M 580-10 White  
Arrow/3M 580-71 Yellow

**Typography**  
As shown

**Installation**  
Mounts to foundation with non-corrosive j-bolts as required.

Field verify exact locations and conditions.

Town of Addison will clear all utilities before installation.



# Addison Circle District

## Totem w/Message Boards - 80x80 20mm LED Matrix RGB

**Size**

As shown

**Quantity**

1 double faced

**Material**

Top Cab/.080" Aluminum  
20 oz. flexface material with heat tranfered color in frameless extrusions.  
Displays/80x80 20mm LED Matrix RGB  
Display Cab/.080" alum  
Base/16"OD stell pipe.

**Color**

Top Cab/3M 3630-97  
Bright Blue film and matching Matthews paint  
Displays/Matte black  
Display Cab/Match display black  
Base/Matthews MP11430  
Blue

**Finish**

Top Cab/Satin  
Displays/Satin or matte  
Display Cab/Black satin  
Base/To be determined

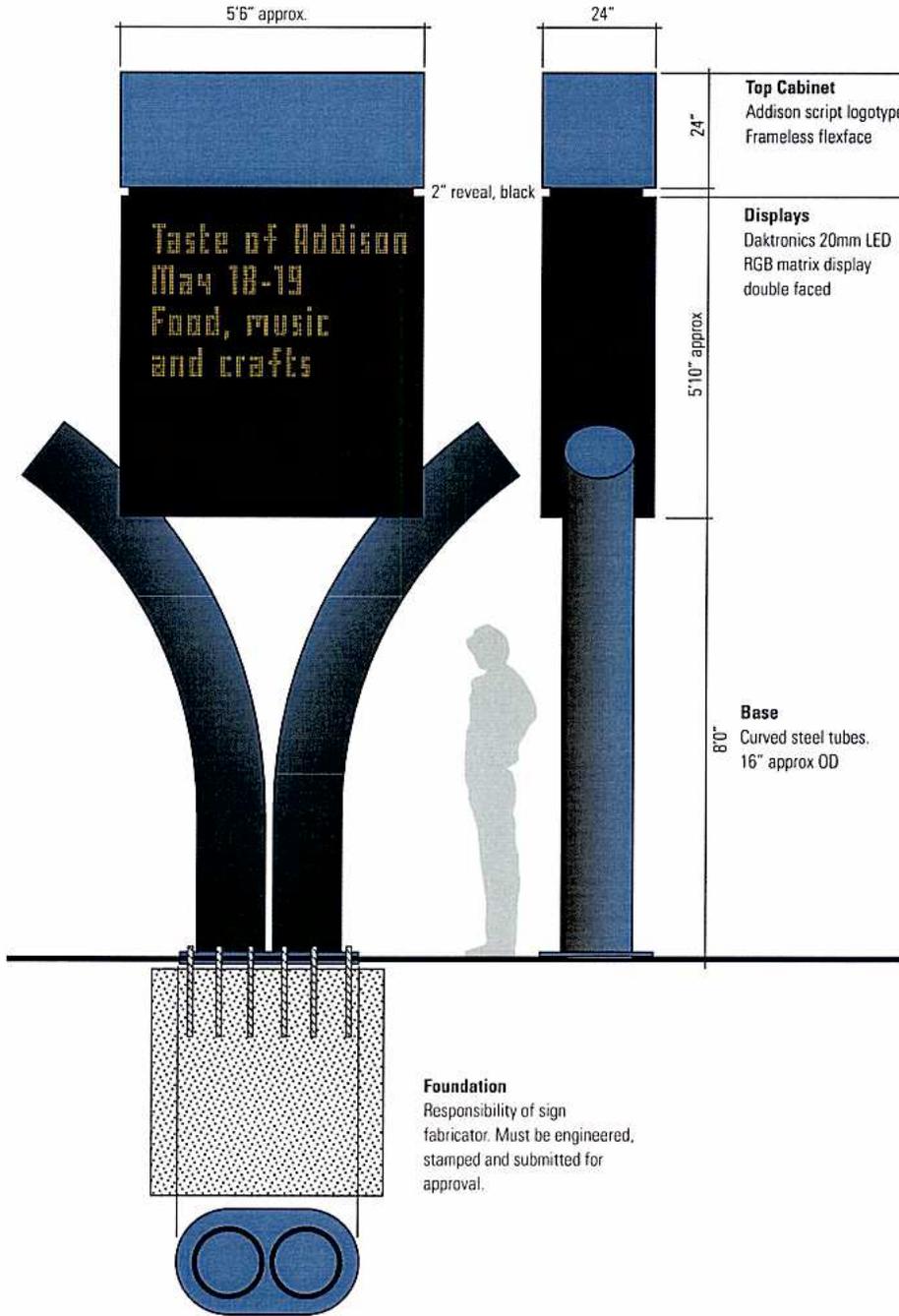
**Illumination**

Top Cab/Florescents with side access panels

**Installation**

Fabricator is responsible for structural engineering and must submit stamped construction drawings for approval.

Field verify exact locations and conditions. Client will clear area for utilities.



**Logotype**

Digital file available from designer for existing Addison logotype.

**Addison Circle District**  
Convention Center Totem

---



# Addison Circle District

## Site Map - Sign Type SM

**Size**  
As shown

**Quantity**  
See Schedule of Signs

**Material**  
Sign Panel/Porcelain  
enameled steel  
Post/4" OD schedule 40  
tubing  
Base Plate/.5" Aluminum  
Map & Text/Vinyl plot  
covers entire white area.

**Color**  
Sign Panel/Z/c as shown  
Post/As shown  
Base Plate/As shown  
Map & Text/3M exterior  
white vinyl with digitally  
imaged graphics.

**Map Artwork**  
Digital file of map and  
tenant list provided by  
designer.

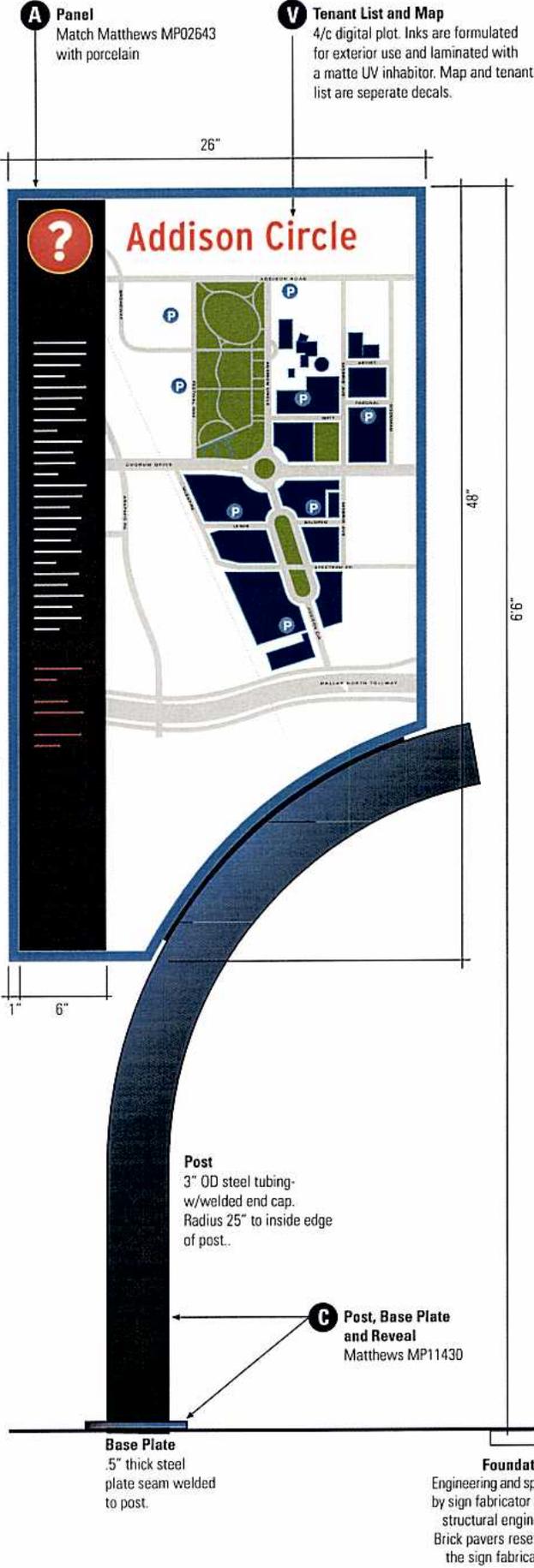
**Finish**  
Sign Panel/Satin  
Post/Satin  
Base Plate/Satin  
Map & Text/Matte vinyl

**Typography**  
As shown

**Installation**  
Mounts to foundation with  
non-corrosive j-bolts as  
required.

Field verify exact locations  
and conditions.

Town of Addison will clear  
all utilities before  
installation.



# Addison Circle District

## Site Map Details - Sign Type SM

**Size**  
As shown

**Quantity**  
See Schedule of Signs

**Material**  
Sign Panel/ Porcelain enameled steel  
Post/ 4" OD schedule 40 tubing  
Base Plate/ .5" Aluminum  
Map & Text/ Vinyl plot covers entire white area.

**Color**  
Sign Panel/ 2/c as shown  
Post/ As shown  
Base Plate/ As shown  
Map & Text/ 3M exterior white vinyl with digitally imaged graphics.

**Map Artwork**  
Digital file of map and tenant list provided by designer.

**Finish**  
Sign Panel/ Satin  
Post/ Satin  
Base Plate/ Satin  
Map & Text/ Matte vinyl

**Typography**  
As shown

**Installation**  
Mounts to foundation with non-corrosive j-bolts as required.

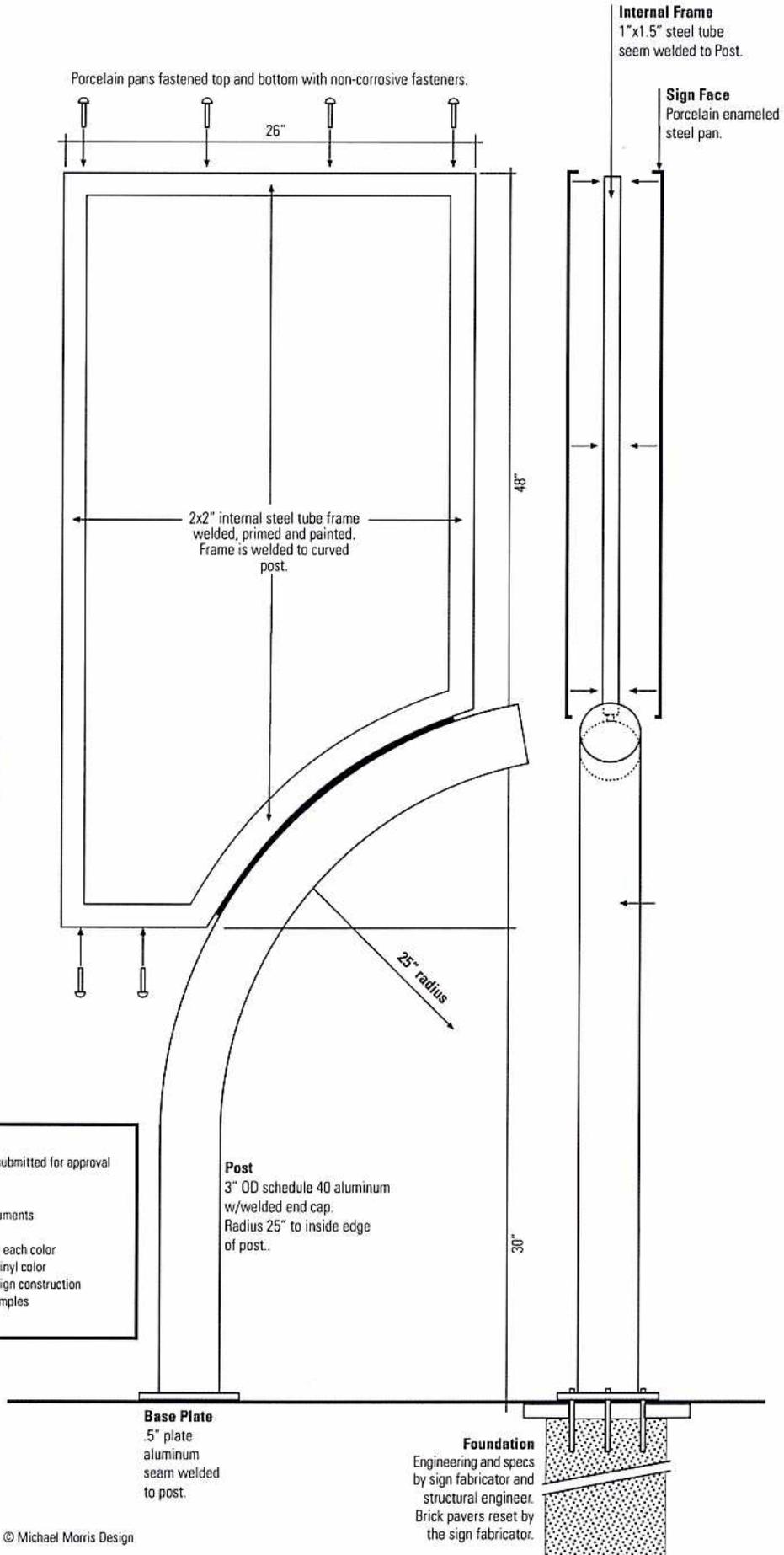
Field verify exact locations and conditions.

Town of Addison will clear all utilities before installation.

### Submittals

The following items must be submitted for approval prior to beginning fabrication:

- 1 Detailed construction documents
- 2 Half size color map
- 3 3-6"x6" paint samples for each color
- 4 3-6"x6" samples of each vinyl color
- 5 Samples of steel used in sign construction
- 6 3-6"x6" porcelain color samples





- 1 State Farm Insurance Co.
- 2 Vacant
- 3 EX Nails
- 4 Vacant
- 5 Septien Music Productions
- 6 ICT Talent
- 7 Dr. Cindy Phan, D.O.S., P.A.
- 8 ICT Talent
- 9 Royal Spice Thai Bistro
- 10 Wizetrade.com
- 11 Pastazios Pizza
- 12 Sidewalk Cafe
- 13 First Preston
- 14 Option One Mortgage
- 15 Post Properties Corp. Offices
- 16 Red Bull
- 17 Vacant
- 18 Ad Cetera
- 19 Fitness Design
- 20 i8 Studio
- 21 Crystal Dallas Marketing
- 22 Vacant
- 23 Premier Sales
- 24 Zen Mongolian Grill
- 25 EPYGI
- 26 The Dugout of Addison Circle
- 27 The Fitness Club
- 28 Addison Circle Cleaners
- 29 Addison Market
- 30 Benessere (Day Spa)
- 31 The Mortgage Shop
- 32 Eagle Postal Center
- 33 Post Addison Circle Apartment Leasing Center
- 34 Senator Florence Shapiro
- 35 Avanti Euro Bistro
- 36 The Septien Group
- 37 Perfect Health & Chiropractic
- 38 Advantage Tickets
- 39 Almega Financial, Inc.
- 40 Addison Haircutting Co.
- 41 ASAP Staffing
- 42 Addison Police Department
- 43 All Covered
- 44 IQ Media, Inc.
- 45 Jordans Jewelry
- 46 Vacant
- 47 Antonio Ristorante
- 48 Kampai Sushi & Grill
- 49 Vacant
- 50 Boomerang DVD
- 51 Addison Cigar & Tobacco Co.
- 52 D&D Cleaning
- 53 Vacant
- 54 Bimbo Subs & Salads
- 55 Salon Opus
- 56 Sun America Securities, Inc.
- 57 Hoffman & Associates, P.C.
- 58 Archon Retirement Planning Group, Inc.

# Addison Circle District

## Site Directionals - Sign Type MPK

**Size**

As shown

**Quantity**

See Schedule of Signs  
Match pair consists of 1 right arrow and 1 left arrow

**Material**

Sign Panel/60 mil thick magnetic sheeting  
Graphics/3M High performance reflective vinyl as shown

**Color**

As shown

**Finish**

Vinyl/Satin

**Typography**

As shown

**Installation**

Mounts to steel pans signs for event parking.

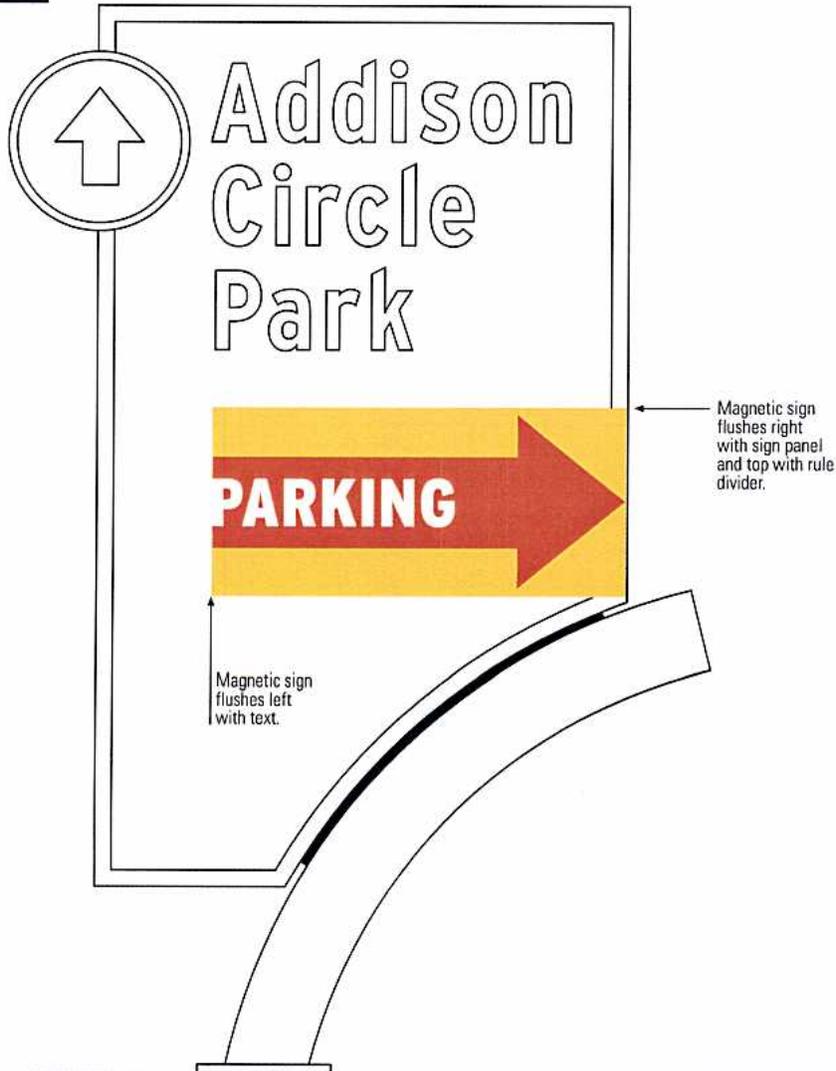
Field verify exact dimensions of pans signs and text alignment before fabrication.

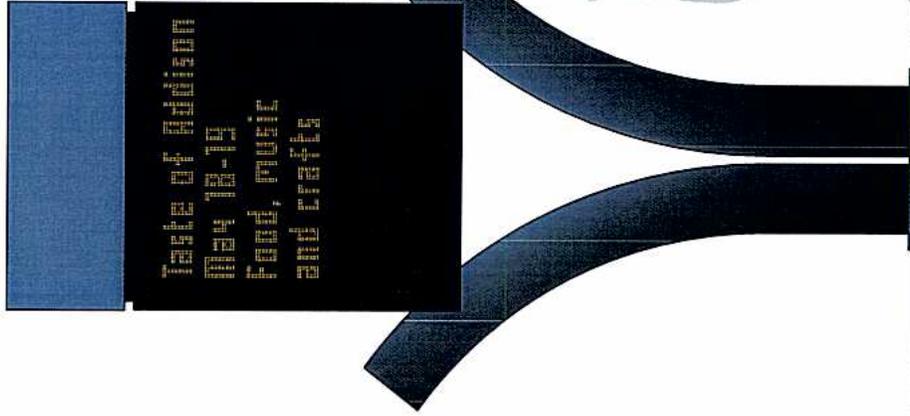


- D Background**  
3M 580-71 Yellow Reflective
- E Arrow**  
3M 580-72 Red Reflective
- D Parking**  
3M 580-10 White Reflective



Matched pair consists of 1 right and 1 left arrow





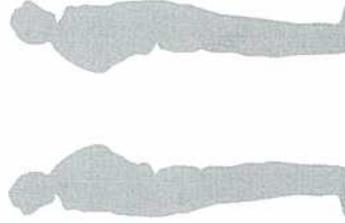
Event Message Display



Site Wayfinding with magnetic event parking



Site Locator Map



MERITORIOUS EXCEPTION TO THE ADDISON SIGN ORDINANCE  
 STAFF REPORT  
 ME 2004-03

Date: February 17, 2004

Business: Post Properties

Location of Request: Addison Circle

<u>Ordinance Requirement</u>	<u>Request</u>	<u>Variance</u>
<p>Sec. 62-277. Signs on trees, poles, etc.</p> <p>No person shall attach or maintain any sign upon any tree or public or private utility pole or structure.</p> <p>Sec. 62-281. Signs in rights-of-way.</p> <p>No sign shall be erected or affixed within or project over any public right-of-way or across the public right-of-way line or extended across a railroad right-of-way line or extended across a railroad right-of-way. NO sign shall be erected closer than ten feet from the existing public right-of-way.</p>	<p>The applicant is requesting four public parking directional signs approximately 5 sq ft in area to be placed on public utility poles in the right-of-way.</p>	<p>The ordinance prohibits privately owned signs to be placed on public utility poles in the right-of-way.</p>

STAFF RECOMMENDATION: There are currently eleven public parking signs in the right-of-way in Addison Circle granted by a previous exception. The applicant is asking for four additional signs. Staff recommends approval because we feel these signs will be beneficial to visitors and customers that patronize the area.

STAFF:

*Lynn Chandler*  
 Lynn Chandler, Building Official

SENT TO  
LYON CHANDLER  
02/18/2004

Addison!

BUILDING INSPECTION DEPARTMENT 16801 Westgrove Dr Addison Texas 75001 972/450-2881 fax: 972/450-2837

**Application for Meritorious Exception to the Town of Addison Sign Ordinance**

Application Date: 02/17/2004 Filing Fee: \$200.00

Applicant: POST PROPERTIES

Address: 4401 NORTHSIDE PARKWAY Suite#: 800

ATLANTA GA 30327 Phone#: 404-846-5079  
City State Zip

Fax#: 404-846-7879

Status of Applicant: Owner X Tenant \_\_\_\_\_ Agent \_\_\_\_\_

Location where exception is requested:  
ADDISON CIRCLE

Reasons for Meritorious Exception:  
SIGNS IN STREET RIGHT OF WAY WILL DIRECT  
THE PUBLIC TO PARKING GARAGES.

**YOU MUST SUBMIT THE FOLLOWING:**

**12 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 (8.5 x 11 PLEASE)

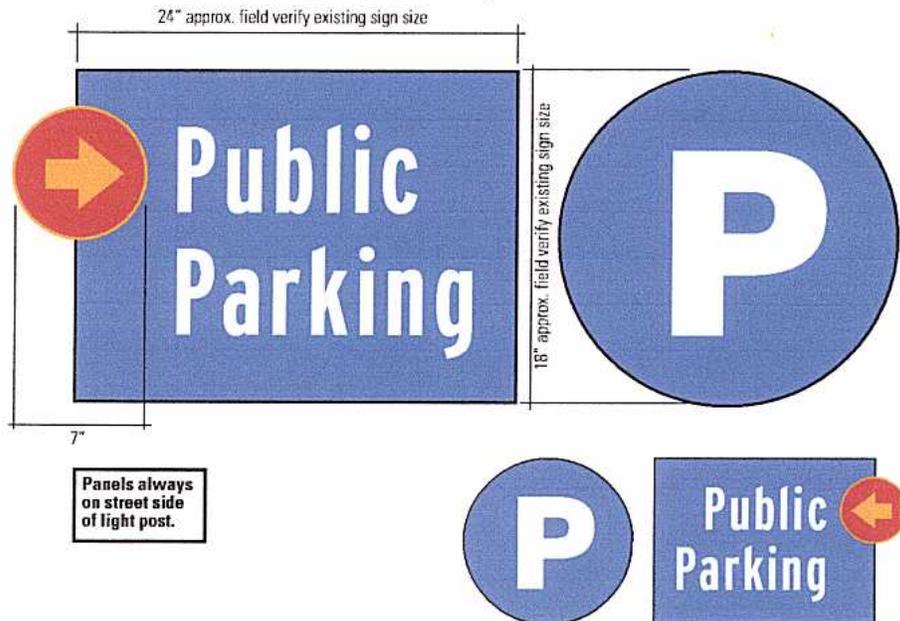
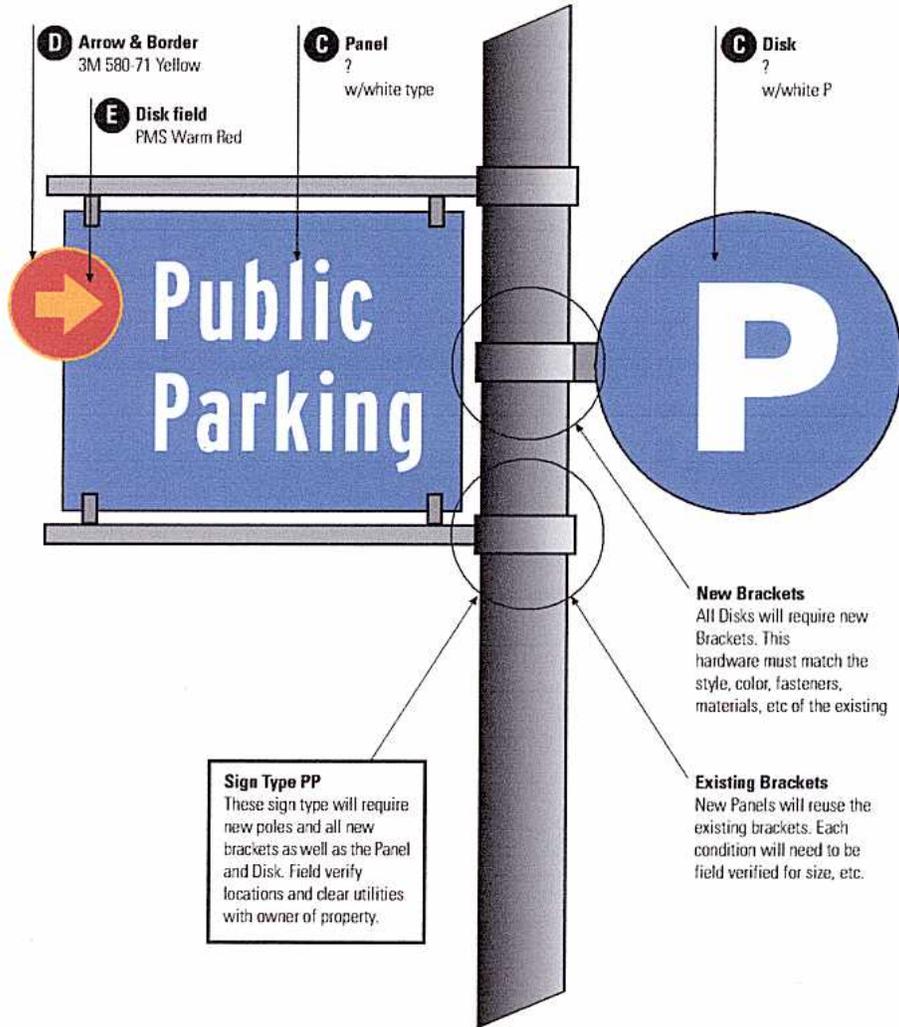
Date Fees Paid \_\_\_\_\_ Check # \_\_\_\_\_ Receipt # \_\_\_\_\_

# Addison Circle District

## Parking Directional - Sign Type P and PP

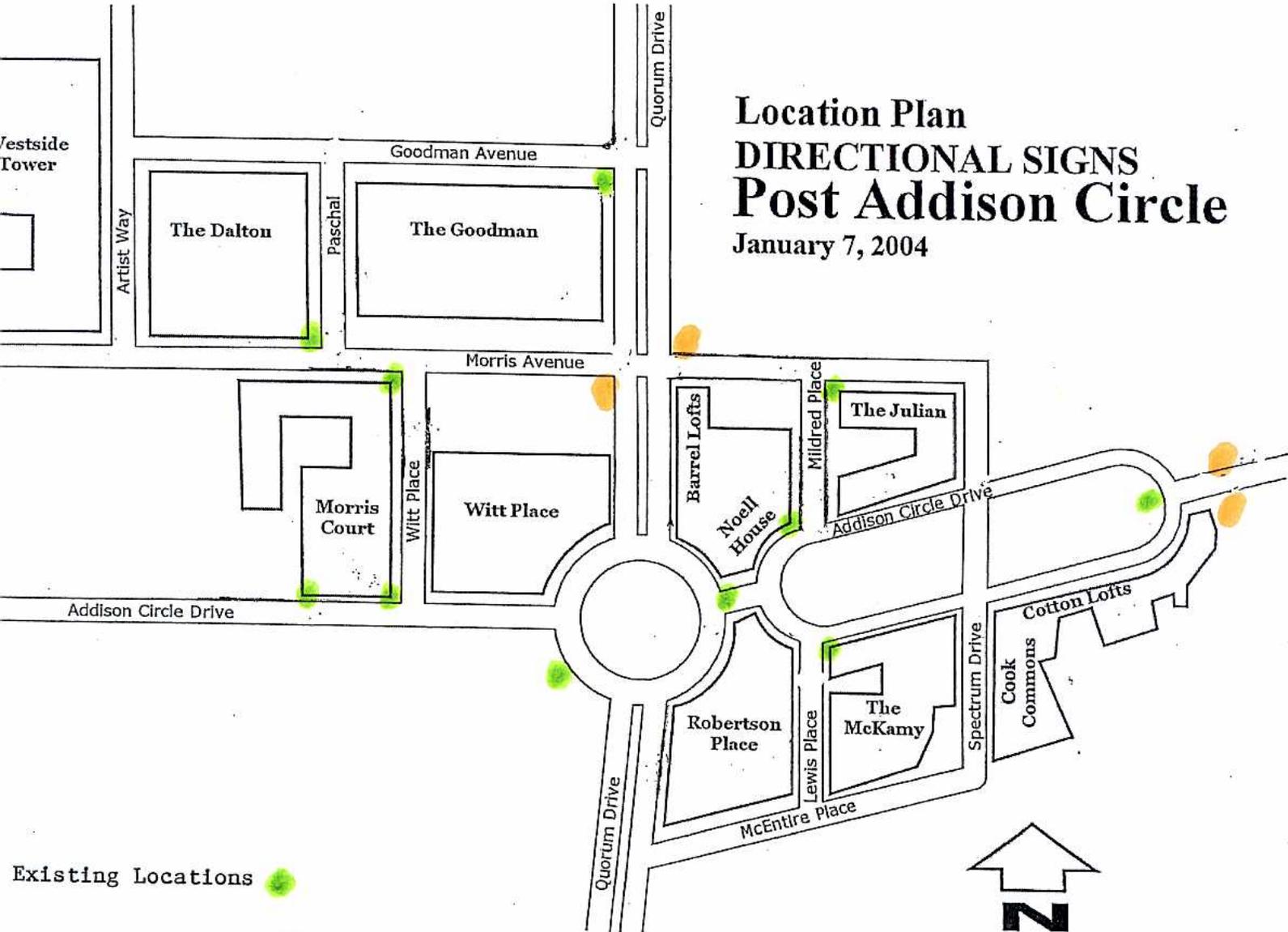
#R7-3

- Size**  
As shown
- Quantity**  
See Schedule of Signs
- Material**  
Sign Panel/.125" alum  
Disk/.125" alum  
New Brackets/Match existing  
Text/3M vinyl for exterior use
- Color**  
Sign Panel/As shown  
Matthews paint and primer  
Disk/As shown  
Matthews paint and primer  
New Brackets/Match existing  
Text/As shown
- Finish**  
Sign Panel/Satin  
Disk/Satin  
New Brackets/Match existing  
Text/Matte
- Typography**  
As shown
- Installation**  
Panel replaces existing and Disks install as shown on opposite side of light pole.  
  
Field verify exact locations and conditions.



**Back Side**  
Text flushes right on back side

# Location Plan DIRECTIONAL SIGNS Post Addison Circle January 7, 2004



Existing Locations 

Proposed Locations 

**Council Agenda Item: #R8**

**SUMMARY:**

Council approval is requested for the award of bid to Oriental Building Services Inc., for custodial services at the Service Center, Police & Police sub-stations, Central Fire, Conference and Theatre Centre and Athletic Club facilities in the amount of \$75,456.

**FINANCIAL IMPACT:**

Cost: \$75,456.00

Funds are budgeted and available in each department's operating budget.

**BACKGROUND:**

The Town contracts with outside vendors for custodial cleaning services for the Service Center, Police & Police sub-stations, Central Fire, Conference and Theatre Centre and Athletic Club facilities. Typically, the Conference & Theatre Centre and Athletic Club are bid individually and apart from the other facilities as the managers of each of those facilities supervise those contractors directly due to the operations of these facilities. At this time, contracts for all the facilities have expired simultaneously so staff had the opportunity to bid all the contracts together with the option for bidders to bid the individual facilities or all of the facilities combined at a discounted price.

The Purchasing division sent out 178 notifications to contractors through DemandStar with 37 contractors obtaining specifications and 13 attending the pre-bid conference and facilities tour. We received eight bids. Four bids were disqualified. The low responsible bid for all facilities combined, was received from Oriental Building Services, Inc., in the amount of \$75,456.

**RECOMMENDATION:**

Staff received excellent references for Oriental Building Service, Inc. Staff recommends that Council approve award to Oriental Building Services, Inc., in the amount of \$75,456.00

Attachments: Bid Tab  
Memorandum – Rob Bourestom  
Memorandum – Randy Rogers

MA

Addison!

ADDISON CONFERENCE  
AND  
THEATRE CENTRE

# Memo

**To:** Mark Acevedo  
**From:** Rob Bourestom  
**Date:** February 20, 2004  
**Re:** Custodial services

---

I have reviewed the information presented by the bidders for ACTC custodial services. In examining the proposal, talking to the contractor and receiving favorable references it is my recommendation that we move forward with an agreement for services with Oriental Business Services.

Addison!

# Memo

**To:** Mark Acevedo  
**From:** Randy Rogers  
**CC:** Slade Strickland  
John Godley  
**Date:** 2/20/2004  
**Re:** Janitorial Bid Recommendation

---

I have reviewed the bids for janitorial services and recommend we use Oriental Building Services to clean the Athletic Club locker rooms. They have experience cleaning tile locker rooms and use a high-pressure extraction machine, which should work well in our locker rooms.

Even though they were not the lowest bidder for the Athletic Club section, they plan on spending more time and using more personnel in my area compared to the other bidders. In the past we have not received the level of detailed cleaning that is necessary to keep the locker rooms looking good and to make up for it I have to use my daytime custodian to supplement the cleaning. I believe Oriental Building Services understand the amount of time and personnel it will take to meet our expectations.

Let me know if you have any questions.

**Bid 04-01 Custodial Services  
February 3, 2004 2:00PM**

	Oriental Building Services	James Enterprise	Members	Jani King
Signed	yes	yes	yes	yes
*Bid Bond	b	c	b	c
	Option 2/per month	Option 2/per month	Option 2/per month	Option 2/per month
<b>Section A-</b>				
Svc Cnter	\$1,018	\$1,427	\$1,208	\$1,843
Fire Station 1	\$355	\$360	\$263	\$560
Police Station	\$1,565	\$1,500	\$1,903	\$2,733
Sub Station 1	\$65	\$100	\$50	\$190
Sub Station 2	\$75	\$100	\$50	\$190
<b>Section B</b>				
ACTC	\$1,780	\$2,312	\$2,070	\$4,513
Pavillon	\$280	\$205	\$720	\$375
<b>Section C</b>				
Athletic Club	\$1,150	\$500	\$810	\$972
<b>Total for Month</b>	<b>\$6,288</b>	<b>\$6,504</b>	<b>\$7,074</b>	<b>\$11,376</b>
<b>Pavillon as needed</b>				
Full Restroom	75 per cleaning	50 per cleaning	30 per cleaning	50 per cleaning
As needed Pavilion	125 per cleaning	75 per cleaning	30 per cleaning	50 per cleaning

All Bidders Disqualified					
Andrews	Beyond Cleaning Solutions	Inside & Out		GBM	
yes	yes	DISQUALIFIED		DISQUALIFIED	
b	no	NOT SIGNED		NOT SIGNED	
Option 2/per month	Option 2/per month	opt 1	opt 2	opt1	opt2
\$1,012	\$1,006	no bid		\$1,645	
\$400	\$360	no bid		\$288	
\$1,477	\$1,059	no bid		\$2,492	
\$200	\$160	no bid		\$55	
\$200	\$168	no bid		\$75	
\$2,488	\$2,093	\$2,700		\$2,641	
\$784	\$250	\$750		\$263	
\$927					
\$927	\$750	\$885		no bid	
\$8,415	\$5,846			no bid	
45 per cleaning	30 per hour	\$85.00	per cleaning	\$35.00	per cleaning
39 per cleaning	30 per hour	\$285.00	per cleaning	\$15.00	per cleaning
Not qualified to bid Section A: Did NOT attend Pre Bid Meeting	Current Contractor for Section B&C that has not followed through with cleaning requirements				

Minok Suh

Minok Suh, Purchasing Coordinator

\*Bid Bond c-cashiers check

b-bidbond

Corey Gayden

Corey Gayden, Witness

Option 1- This was by individual location bid, if awarded by section

Option 2- discount for bid awarded in total to one company

**Council Agenda Item: #R9**

**SUMMARY:**

Council approval is requested for the award of bid to Berger Engineering, Inc., for the replacement of 49.5 tons of Heating, Ventilating, Air Conditioning (HVAC) equipment at the Town of Addison Service Center.

**FINANCIAL IMPACT:**

Budgeted Amount: \$75,000.00

Cost: \$51,375.00

Funds are available in the Facilities and Fleet Services department operating budget.

**BACKGROUND:**

As part of the Towns Facilities Maintenance Plan, we began replacing Heating Ventilating Air Conditioning (HVAC) units in June of 1999 at all of the Town facilities with the exception of the Conference and Theatre Center (Conference & Theatre is scheduled for 2007- 2008). The HVAC units on the original portion of the Service Center were replaced in 1999; however, six units that service the newer portion of the facility still had useful life in them and have been deferred until this year. Additionally, there is one unit on the older portion of the facility that was not part of the original units that were replaced in 1999; this unit is the alternate bid.

The Purchasing division sent out 173 notifications to contractors through DemandStar with 19 contractors obtaining specifications. We received four bids. The low responsible bid was received from Berger Engineering, Inc., in the amount of \$47,380 with an alternate bid of \$3,995. The low bid of \$45,184 with an alternate bid of \$4,769 was received from Apex Inc., but was rejected due to non-favorable references.

**RECOMMENDATION:**

Staff received excellent references for Berger Engineering, Inc. Staff recommends that Council approve award to Berger Engineering, Inc., in the amount of \$51,375.00

Attachments: Bid Tab

MA

2004 Service Center HVAC Replacement  
BID NO 04-07

DUE: January 6, 2004

2:00 PM

BIDDER	SIGNED	Roof Top Package	Thermostats	Bid Total	Alternate Bid
*Apex	y	\$44,599.00	\$585.00	\$45,184.00	\$4,769.00
Berger Engineering	y	\$47,380.00	Included	\$47,380.00	\$3,995.00
brothers Air Conditioning	y	\$53,330.00	\$750.00	\$54,080.00	\$4,603.00
Andrews AC & Heating	y	\$68,357.52	\$387.00	\$68,744.52	\$7,101.17

*Minok Suh*

Minok Suh, Purchasing Coordinator

*Corey Gayden*

Corey Gayden, Witness

*\*Apex was disqualified*

**Council Agenda Item: #R10**

**SUMMARY:**

This is an informational item regarding the proposed bridge lighting package, as presented by URS Corporation.

**FINANCIAL IMPACT:** N/A

**BACKGROUND:**

The firm of URS Corporation is currently underway on the design of the bridge that will span Midway Rd., in conjunction with the Arapaho Road, Phase III project. URS will be present at the February 24, 2004 Council meeting. The cost for providing a revised lighting package, as a component of the overall design, will also be presented for consideration.

**RECOMMENDATION:** N/A

**Council Agenda Item: #R11**

**SUMMARY:**

Staff and the HNTB landscape architects will present schematic designs relating to the Arapaho Road Phase III multi-use pedestrian trail pocket parks for the Councils review and approval. The schematic designs are for the “Y” track area, the former brickyard storage site, and the area east of the Surveyor Pump Station. These sites are shown on the attached plan on the east and west sides labeled as pocket parks.

**FINANCIAL IMPACT:**

Budgeted Amount: \$962,000.00

<u>Project</u>	<u>Estimated Construction Cost</u>
Estimated Construction Costs Multi-Use Pedestrian Trail and Streetscape Addison Road to Surveyor Road	\$1,025,650.00
Pocket Parks - "Y" Track Area (Brickyard) and Parcel East of Surveyor Pump Station	<u>\$962,000.00</u> \$1,987,650.00

<u>Pocket Park Area Calculation</u>	<u>Square Feet/Acres</u>
"Y" Track (Brickyard)	165,000 sq.ft./3.78 acres
Parcel East of Surveyor Pump Station	38,000 sq.ft./.87 acres

**BACKGROUND:**

Once the Council approves the design, the park construction will be lumped into the bid for Arapaho Phase III road construction project, which will include the multi-use pedestrian trail and streetscape from Addison Road to Surveyor Road.

**RECOMMENDATION:**

Staff is asking Council approval on the schematic design of the park.



**Council Agenda Item: #R12**

**SUMMARY:**

Council authorization to release the 2003 Comprehensive Annual Financial Report (CAFR) is requested.

**FINANCIAL IMPACT:**

No Financial Impact

**BACKGROUND:**

Attached is the Town's 2003 Comprehensive Annual Financial Report (CAFR) that thoroughly describes the Town's financial condition as of September 30, 2003. Included with the CAFR is the independent Auditors' Report prepared by Weaver and Tidwell LLP. The Auditors' Report reflects a "clean" opinion indicating the Town's finances are managed and reported in conformity with generally accepted accounting principles.

Also, please find the attached Auditors' Report to Management and the responses by Town staff.

I appreciate the efforts of Jerry Gaither and Michael Lentner at Weaver and Tidwell. They were thorough in their audit and provided valuable assistance to the Town's accounting staff.

**RECOMMENDATION:**

Staff recommends that the Council authorize the release of the 2003 Comprehensive Annual Financial Report.

Addison!

Finance Department

# MEMO

**To:** Ron Whitehead  
**From:** Randy Moravec  
**CC:** Lea Dunn, Bryan Langley  
**Re:** Auditor's Management Letter  
**Date:** February 16, 2004

---

Please find attached the Report to Management developed by Weaver and Tidwell LLP as part of their audit of the Town's financial records for the year ending September 30, 2003.

### Current Year Comments

For 2003, Weaver and Tidwell identified the following management comment in their report. This comment is not classified as a reportable condition.

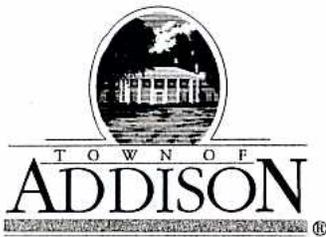
### Adjusting Journal Entries

We agree with the auditor's comments. Management elected to begin the audit process earlier than in prior years so that the CAFR could be published by February. In doing so, management made a number of journal entries after the auditors arrived. Management will work closely with Weaver and Tidwell in the future to develop an audit schedule that will ensure 1) the timely preparation of the CAFR and 2) an efficient audit process.

### Status of Prior Year Comments

As discussed in the Report to Management, the Town implemented all of the auditor recommendations related to the reportable conditions identified in the 2002 report.

It has been a pleasure working with the staff of Weaver and Tidwell. Their assistance with the preparation of the 2003 CAFR is greatly appreciated.



Addison 50!

50 YEARS OF FUN!

February 10, 2004

Weaver and Tidwell, L.L.P.  
12221 Merit Drive, Suite 1400  
Dallas, Texas 75251

We are providing this letter in connection with your audit of the basic financial statements of the Town of Addison, Texas (the "Town") as of September 30, 2003 and for the year then ended for the purpose of expressing an opinion as to whether the basic financial statements present fairly, in all material respects, the financial position of the governmental activities, the business type activities, each major fund, and the aggregate remaining fund information of the Town of Addison, Texas and the respective changes in financial position and cash flows, where applicable, in conformity with U.S. generally accepted accounting principles. We are also responsible for adopting sound accounting policies, establishing and maintaining internal control, and preventing and detecting fraud.

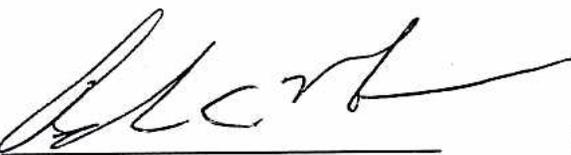
We confirm, to the best of our knowledge and belief, as of December 23, 2003, the following representations made to you during your audit:

1. The financial statements referred to above are fairly presented in conformity with U.S. generally accepted accounting principles and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity
2. We have made available to you all—
  - a. Financial records and related data
  - b. Minutes of the meetings of the Town Council or summaries of actions of recent meetings for which minutes have not yet been prepared
3. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
4. There are no material transactions that have not been properly recorded in the accounting records underlying the financial statements.
5. We believe the effects of the uncorrected financial statement misstatements summarized in the attached schedule are immaterial, both individually and in the aggregate, to the financial statements taken as a whole
6. We have no knowledge of any fraud or suspected fraud affecting the entity involving:
  - a) Management,
  - b) Employees who have significant roles in internal control, or
  - c) Others where the fraud could have a material effect on the financial statements.

7. The Town has no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or fund equity.
8. We have no knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, short sellers, or others.
9. The Town has no plans or intentions that may materially affect the carrying value classification of assets, liabilities, or fund equity.
10. The following, if any, have been properly recorded or disclosed in the financial statements:
  - a. Related party transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties.
  - b. Guarantees, whether written or oral and of which we are aware, under which the Town is contingently liable.
  - c. All accounting estimates that could be material to the financial statements, including the key factors and significant assumptions underlying those estimates, and we believe the estimates are reasonable in the circumstances
  - d. Joint ventures have been properly disclosed in the financial statements.
  - e. Receivables recorded in the financial statements represent valid claims against debtors for transactions arising on or before the balance sheet date and have been properly reduced to their net realizable value.
11. We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us; and we have identified and disclosed to you all laws, regulations and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts.
12. There are no—
  - a. Violations or possible violations of budget ordinances, laws and regulations, provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency.
  - b. Unasserted claims or assessments that our lawyer has advised us are probable of assertion and must be disclosed in accordance with Financial Accounting Standards Board (FASB) Statement No. 5, Accounting for Contingencies.
  - c. Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by FASB Statement No. 5.
  - d. Reservations or designation of fund equity that was not properly authorized and approved.
13. The Town has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.

14. The Town has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
15. The financial statements properly classify all funds and activities.
16. All funds that meet the quantitative criteria in GASB Statement No. 34 for presentation as major are identified and presented as such.
17. Net asset components (invested in capital assets, net of related debt; restricted; and unrestricted) and fund balance reserves and designations are properly classified and, if applicable, approved.
18. Provisions for uncollectible receivables have been properly identified and recorded.
19. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
20. Revenues are appropriately classified in the statement of activities within program revenues and general revenues.
21. Required supplemental information (RSI) is measured and presented within prescribed guidelines.

To the best of our knowledge and belief, no events have occurred subsequent to the balance sheet date and through the date of this letter that would require adjustment to or disclosure in the aforementioned financial statements.

Signed   
Title FINANCE DIRECTOR

Signed   
Title Asst. Finance Director

TOWN OF ADDISON  
SCHEDULE OF PASSED ADJUSTMENTS  
SEPTEMBER 30, 2003

< 1 >

	DR	CR
--	----	----

**General Fund**

General Fund Fund Balance	61,242.78	
GF Salary exp	41,772.72	
GF Accrued Liab		103,015.50

**Special Revenue Funds**

Hotel Fund Fund Balance	13,813.11	
Hotel Fd Salary exp	26,419.99	
Muni Fd Salary exp	97.36	
Hotel Fd Accrued Liab		40,233.10
Muni Fd Accrued Liab		97.36

**Capital Project Funds**

Streets Fund Fund Balance	784.35	
Streets Fd Salary exp	732.73	
2002 CPF Fd Salary exp	232.25	
Streets Fd Accrued Liab		1,517.08
2002 CPF Fd Accrued Liab		232.25

**Enterprise Funds**

Airport Fund Fund Balance	874.59	
W&S Fund Fund Balance	2,818.28	
Airport Fd Salary exp	1,080.37	
W&S Fd Salary exp	3,610.48	
Airport Fd Accrued Liab		1,954.97
W&S Fd Accrued Liab		6,428.75

To adjust accrued wages and fund balance to actual at 9/30/03.

< 2 >

**Enterprise Funds**

Joint Venture Expense	35,212.36	
Investment in Joint Venture		35,212.36

To adjust investment in JV to actual at 9/30/03.

**TOWN OF ADDISON, TEXAS**  
**MANAGEMENT RECOMMENDATIONS**  
**SEPTEMBER 30, 2003**



**WEAVER  
AND  
TIDWELL**

*L.L.P.*

CERTIFIED PUBLIC  
ACCOUNTANTS  
AND CONSULTANTS

January 23, 2004

To the Members of the Town Council  
Town of Addison, Texas

The management of the Town of Addison ("the Town") is responsible for establishing and maintaining the Company's internal control. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of internal control policies and procedures.

The Town's internal control consists of policies and procedures established by management to provide reasonable, but not absolute, assurance that the financial data are recorded, processed, summarized, and reported consistent with the assertions embodied in the financial statements. In establishing those policies and procedures, management assesses their expected benefits and related costs. Because of the inherent limitations in any system of internal control, errors or irregularities may nevertheless occur and not be detected. Also, projection of any assessment of internal control to future periods is subject to the risk that policies or procedures may become inadequate because of changes in conditions or that the degree of compliance with the policies or procedures may deteriorate.

In planning and performing our audit of the financial statements of the Town of Addison for the year ended September 30, 2003, we considered its internal control in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on internal controls. Additionally, we evaluated the status of the comments from our audit of the previous year. These matters, which were considered by us during our audit of the financial statements and do not modify the opinion expressed in our report dated December 23, 2003, are presented in the following paragraphs.

#### **Current Year Comments**

The Town made significant improvement in this area from last year cutting down the number of adjustments to approximately 80 entries from last years approximate 200 entries. Management may want to extend the date to complete the year-end close in order to allow more time to make all necessary year-end adjustments prior to the start of the annual audit.

#### **Status of Prior Year Comments**

Accompanying this letter is a summary of the status of prior year's comments, which should be read along with our current observations and recommendations

DALLAS

*Three Forest Plaza  
12221 Merit Drive  
Suite 1400  
Dallas, Texas 75251-2280  
972.490.1970  
F 972.702.8321*

FORT WORTH

*1600 West Seventh Street  
Suite 300  
Fort Worth, Texas 76102-2506  
817.332.7905  
F 817.429.5936*

WWW.WEAVERANDTIDWELL.COM

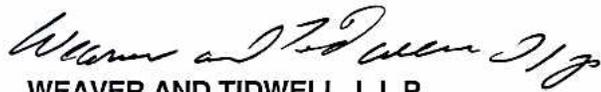
AN INDEPENDENT MEMBER OF  
BAKER TILLY  
INTERNATIONAL

Town of Addison  
January 23, 2004  
Page Two

### **Concluding Comments**

If we may be of assistance in further discussion or implementation of the above comments, please feel free to call upon us. We appreciate the opportunity to be of service and wish to express our appreciation to the officers and employees of the Town for their cooperation and assistance during the course of our audit

This report is intended solely for the information and use of the Town Council and management of the Town.

  
WEAVER AND TIDWELL, L.L.P.

STATUS OF PRIOR YEAR'S COMMENTS

The status of prior year's recommendations is based upon discussion with management and limited review of their implementation.

<u>Recommendations</u>	<u>Implemented</u>	<u>Not Implemented</u>	<u>Implementation In Process</u>
<b><u>Reportable Conditions</u></b>			
1. We recommend that the Town perform routine reconciliations between the general ledger balances for significant accounts with the applicable supporting documentation or subsidiary listing periodically. Any reconciling items noted should be investigated and resolved each month. Additionally, subsidiary listings should be reviewed periodically for unusual attributes that may be included on the listing in error. The Town should utilize monthly or quarterly checklists to ensure such reconciliations are completed.	X		
2. We recommend that all debt issued by the Town be recorded in a timely manner. When bonds issued to refund existing bonds in both a proprietary fund and general long term debt, the new bonds acquired should be allocated to the proprietary fund and to general long term debt based upon the amount used to retire the existing bonds.	X		
3. We recommend that court fees collected for technology and building security for the court be recorded as revenue when received. A portion of fund balance should be reserved for unspent funds collected.		X	
4. We recommend that the Town review the requirements included in it's agreement with Dart and evaluate if the appropriate amount of funds collected from Dart has been deferred. The detail listing of deferred revenue should be reviewed and reconciled to the general ledger on a periodic basis.			X

<u>Recommendations</u>	<u>Implemented</u>	<u>Not Implemented</u>	<u>Implementation In Process</u>
<b><u>Other Comments</u></b>			
5 We recommend that the management evaluate the reasons for making the adjustments and develop a plan to make most adjustments in the future prior to the year-end close. Fewer adjustments will eliminate undue complexity in preparing financial statements and provide for a more efficient audit.			X

**ITEM #R12-5 IS  
NOT AVAILABLE  
ELECTRONICALLY**

**ITEM #R13-1 IS  
NOT AVAILABLE  
ELECTRONICALLY**