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5300 Belt Line Road

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AGENDA

WORK SESSION AND REGULAR SESSION

OF THE CITY COUNCIL

AUGUST 9, 2005

6:00 P.M.

COUNCIL CHAMBERS

5300 BELT LINE ROAD

WORK SESSION

Item #WS1 - Presentation of Non-Profit Funding Requests.

REGULAR SESSION

Item #R1 - Consideration of Old Business.

Item #R2 - Consent Agenda.

CONSENT AGENDA

#2a - Approval of the Minutes for the July 12, 2005 Council Meetings.

#2b - Consideration and approval of a Resolution authorizing the City Manager to enter into a contract with The Shakespeare Festival of Dallas in the amount of \$31,000 for marketing, support services and products.

#2c - Consideration and approval of a Resolution authorizing the City Manager to enter into a contract with Hotel Inter-Continental for the meeting space and sleeping room guarantee for the 2006 North Texas Jazz Festival.

#2d - Consideration and approval of an Ordinance approving an amendment to Chapter 78-204 of the Town of Addison Code of Ordinances prohibiting skateboarding within 200 feet of, in, or around a public fountain, pavilion, municipal building, or other city-owned structure.

#2e - Consideration and approval of a Resolution to award bid to Stripe-A-Zone, Inc., in the amount of \$37,968.15 for the installation of pavement markings at various locations.

#2f - Consideration and approval of an Ordinance amending the Town of Addison's Code of Ordinances, Section 78-167, prohibiting overnight parking at three public parking lots located at the Addison Conference and Theatre Centre, the Addison Conference and Theatre Centre overflow parking lot on Morris Avenue, and the Stone Cottage parking lot.

#2g - Consideration and approval of a Resolution to award bid to Sweeping Services of Texas – Operating, L.P., in the amount of \$43,989.95 for citywide street sweeping.

#2h – Consideration and approval of a Resolution to award bid to Durable Specialties, Inc., in the amount of \$40,000 for the purchase and installation of a traffic signal pole on Midway Road at Belt Line Road.

#2i – Approval of final payment to Insituform Technologies, Inc. for the rehabilitation of the 10-inch sanitary sewer line along Dallas Parkway, from Westgrove Drive to Keller Springs Drive in the amount of \$84,954.00.

Item #R3 - Appointment of one member to the Planning and Zoning Commission (Braun).

Attachment:

1. Citizens Academy Graduates
-

Item #R4 - Appointment of an Addison resident for participation in the Leadership Metrocrest program.

Attachment:

1. Citizens Academy Graduates
-

Item #R5 - **PUBLIC HEARING** Consideration and approval of an Ordinance approving an amendment to Ordinance No. 097-029 of the Town of Addison, relating to the zoning of that area of the Town commonly referred to as Addison Circle, currently zoned UC Urban Center District, by amending the Concept Plan, adopted by Ordinance 097-029, by deleting or otherwise amending the floor-to-area provisions (maximum floor areas) for the Commercial sub-district.

Attachments:

1. Staff Report
2. Memorandum from John Hill

The Planning and Zoning Commission Findings:

The Addison Planning and Zoning Commission, meeting in regular session on August 4, 2005, voted to recommend approval of an amendment to Ordinance No. 097-029 of the Town of Addison, relating to the zoning of that area of the Town commonly referred to as Addison Circle, currently zoned UC Urban Center District, by amending the Concept Plan, adopted by Ordinance 097-029, by indicating the maximum floor area amount for each tract in the Commercial subdistrict as "Total Floor Area – No Maximum" in each applicable space.

Voting Aye: Bernstein, Doepfner, Knott, Meier, Wood
Voting Nay: None
Absent: Chafin, Jandura

Item #R6 - Approval of a final plat for 14 lots in a Commercial-1 district, located on 1.857 acres at 16420 Addison Road, on application from Mr. James Feagin, represented by Mr. Bryan P. Powell of Carter & Burgess, Inc.

Attachments:

1. Docket map
2. Staff Report
3. Plans

The Planning and Zoning Commission Findings:

The Addison Planning and Zoning Commission, meeting in regular session on August 4, 2005, voted to recommend approval of the final plat for Addison Office Condos, subject to the following conditions:

- Proposed access & utility easement should be extended across the front and adjacent to Lot 11.
- The 5 ft. drainage, located along the north line of the property should be widened to 10 ft. in order to accommodate drainage facilities that drain to the east.
- Proposed drainage easement for storm drain outfall system will be located at the northeast corner of the property, and must be acquired by separate instrument.
- Proposed access & utility easement must be extended across and adjacent to Lot 5 and terminate along the north line of the property.
- 5 ft. of access easement shall be dedicated along the east side of Addison Road for future widening of the street.

Voting Aye: Bernstein, Doepfner, Knott, Meier, Wood
Voting Nay: None
Absent: Chafin, Jandura

Item #R7 - **PUBLIC HEARING** Consideration and approval of an Ordinance approving an amendment to an existing Special Use Permit for a restaurant, an amendment to an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, and an amendment to an existing Special Use Permit for a

brewpub, located at 3820 Belt Line Road, on application from Humperdink's, represented by Ms. Von Scamardo.

Attachments:

1. Docket Map
2. Staff Report
3. Plans

The Planning and Zoning Commission Findings:

The Addison and Planning Commission, meeting in regular session on August 4, 2005, recommend approval of the request on application from Humperdink's Restaurant, subject to the following conditions:

The applicant shall submit a revised landscape plan that addresses the following:

Belt Line Road Landscape Buffer

Missing shrubs need to be replaced where gaps exist in the hedgerow along Belt Line.

Nine additional crape myrtle trees need to be added on the Belt Line frontage to match the quantity shown on the plan submitted by the applicant. The Bradford Pears shown on the plan no longer exist. These trees were severely topped by maintenance crews last year, which is a violation of the landscape regulation pruning standards. This pruning practice disfigures the natural tree canopy and forces weaker "water sprout" growth that will cause the trees to gradually decline.

Due to the disfigurement of the trees, the applicant removed the pears in the spring along Belt Line at the staff's recommendation and replaced them with crape myrtles. While the landscape regulations require higher quality shade trees such as red oaks along street frontage landscape buffers, staff recommended crape myrtle trees since they will not interfere with the existing overhead power lines at maximum maturity, and they provide more consistency along this section of Belt Line with the crape myrtle trees planted in front of the center west of this site.

East/South Perimeter Landscape Buffers

Approximately fourteen Bradford Pears were also topped on the landscape islands along the east side of the site and the south landscape buffers. Staff recommends that these trees be replaced with higher quality 4" caliper (diameter) shade trees such as live oak or red oak to match the mix of existing shade trees planted elsewhere in the surrounding retail center.

Replace all dead or missing shrubs within these landscape buffers.

West Perimeter Landscape Buffer

The crape myrtle trees along the west perimeter were also severely topped last year; however, these trees are more resilient to topping and have recovered well. Staff recommends that the maintenance crews refrain from topping any tree on the site from now on, including crape myrtle trees.

Interior Parking Lot/Adjacent Building Landscaping

The plan does not show the square footage of new landscaping to be added and/or existing landscaping to be removed. This information should be included on the updated plan. The updated plan should also show the gross site square footage versus the proposed landscaped area.

Replace all dead or missing shrubs and trees within the interior parking lot islands or adjacent to the building.

Sprinkler System

A rain sensor and freeze sensor will need to be installed and wired to the irrigation controller if they do not already exist.

Staff recommends this revised plan be submitted to staff prior to the case going before the City Council hearing on August 9, 2005.

Voting Aye: Knott, Meier, Wood
Voting Nay: Bernstein, Doepfner
Absent: Chafin, Jandura

Item #R8 - **PUBLIC HEARING** Consideration and approval of an Ordinance

approving an amendment to an existing Special Use Permit for a restaurant, and an amendment to an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, located at 4080 Belt Line Road, on application from Ker's Winghouse Bar and Grill, represented by Ms. Candy Arnold of the Addison Law Firm.

Attachments:

1. Docket Map
2. Staff Report
3. Plans

The Planning and Zoning Commission Findings:

The Addison Planning and Zoning Commission, meeting in a rescheduled session on August 4, 2005 voted to recommend approval of the amendment to a Special Use Permit for a restaurant and the Special Use Permit for the sale of alcoholic beverages for on-premises consumption, subject to the following conditions:

-The applicant shall replace all dead and/or missing plant material shown on the approved landscape plan filed for Fresh Choice.

-The applicant shall install a rain and freeze sensor to the irrigation controller if they do not already exist.

-The applicant shall not use any terms or graphic depictions that denote alcoholic beverages in exterior signs.

Voting Aye: Bernstein, Doepfner, Knott, Meier, Wood

Voting Nay: None

Absent: Chafin, Jandura

Item #R9 - **PUBLIC HEARING** Consideration and approval 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 5330 Belt Line Road, on application from Chamberlain's Steak and Chop House, represented by Mr. Richard Chamberlain.

Attachments:

1. Docket Map
2. Staff Report
3. Plans

The Planning and Zoning Commission Findings:

The Addison Planning and Zoning Commission, meeting in a rescheduled session on August 4, 2005, voted to recommend approval of the amendment to a Special Use Permit for a restaurant and the Special Use Permit for the sale of alcoholic beverages for on-premises consumption, subject to the following conditions:

-There are two large pecan trees located on the northwest corner of Chamberlain's and the southeast corner of the proposed Chamberlain's expansion that should be removed and replaced with 4" caliper (diameter) Shumard Red Oaks to match the existing red oaks within the retail center parking lot islands. These trees are in a severe state of decline and present a potential hazard from fallen dead limbs. The remaining pecans along Belt Line Road appear to be in good condition, but staff recommends removal of the dead limbs in these trees to eliminate the hazard.

-The applicant did not include landscape plans for the areas adjacent to the new building expansion and parking lot. A plan will need to be submitted for review and approval showing the amount of landscape area to be added or removed, including a detailed planting and irrigation plan.

-All dead or missing plant material will need to be replaced within all of the retail center landscaped areas.

-A freeze and rain sensor will need to be wired to the irrigation controller if they do not already exist.

Voting Aye: Bernstein, Doepfner, Knott, Meier, Wood

Voting Nay: None

Absent: Chafin, Jandura

Item #R10 - **PUBLIC HEARING** Consideration and approval of an Ordinance approving a final development plan, with waivers to design standards, for a townhouse/condominium project in the UC District – Residential subdistrict, in the area known as Addison

Circle, located on one tract of 1.83 acres at the northwest corner of Quorum Drive and Goodman Avenue, on application from Fairfield Residential, LLC, represented by Ms. Claire Janak.

Attachments:

1. Docket Map
2. Staff Report
3. Plans

The Planning and Zoning Commission Findings:

The Addison Planning and Zoning Commission, meeting in regular session on August 4, 2005, voted to recommend approval of the following:

Approval of the proposed final development plan with the following waivers to design standards, as requested by the applicant:

Waiver 1 – Maximum Lot Coverage 85% for Multifamily Use and Maximum Lot Coverage 65A% for Townhouse/Condominium

Commission recommends approval.

Waiver 2 – Patios may not be constructed within the required setback zones. This limitation, however, does not apply to sidewalk cafes.

Commission recommends approval for this waiver. However, no wood fences shall be allowed around any patio or garden areas. Any fences installed around patio or garden areas must be wrought-iron, with pickets that shall not be closer than 4 inches together, and shall not exceed 48-inches in height.

Waiver 5 (a) – At least 90 percent of the exterior cladding of all exterior walls fronting or visible from public streets (including above grade parking structures) shall be brick construction. . .

Commission recommends approval.

Commission recommends approval of the development plans subject to the following conditions:

-The applicant will be required to follow the UC district standards for landscaping, with the exception of the tree fencing shown on the tree pit plans.

-A fire hydrant shall be installed on the northeast corner of the intersection of Goodman Avenue and the proposed mews street.

-Information on the submittal seems to indicate this building will meet the criteria of a high-rise building. As such, it will be subject to the provisions of Section 403 of the Building Code.

-Engineering plans and specifications for construction of on-site and off-site improvements, including water, sanitary sewer, drainage, paving and landscaping must be approved by the Town prior to initiation of construction.

-Proposed water main must be looped around residential street to connect with system in Artist Way as second phase of development occurs.

-The façade for the west side shall be revised to eliminate the five large openings into the garage on the north and south sides of the stairs.

Voting Aye: Bernstein, Doepfner, Knott, Meier, Wood

Voting Nay: None

Absent: Chafin, Jandura

Item #R11 - Approval of a preliminary plat for four lots on 8.919 acres in the UC District – Residential subdistrict, located at the northwest corner of Quorum Drive and Goodman Avenue, on application from Huitt-Zollars, Inc., represented by Mr. David Meyers.

Attachments:

1. Docket Map
2. Staff Report
3. Plans

The Planning and Zoning Commission Findings:

The Addison Planning and Zoning Commission, meeting in regular session on August 4, 2005, voted to recommend approval of the preliminary plat, on application from Fairfield Residential, subject to the following conditions.

- Designate Lot 1 as Lot 1, Block 1.
- Designate Lots 2 & 3, respectively, as Lots 1 & 2, Block 2.
- Designate proposed park site as Lot 1, Block 3.
- Dedicate 13 ft. right-of-way across entire frontage of property and adjacent to Quorum Drive, in lieu of proposed 13 ft. landscape, drainage and utility easement.
- Show width of right-of-way of Quorum Drive on plat.
- Correct typo in first paragraph of dedication language that refers to this plat as Addison Circle, Phase IV addition

Voting Aye: Bernstein, Doepfner, Knott, Meier, Wood

Voting Nay: None

Absent: Chafin, Jandura

Item #R12 - Approval of a final plat for one lot of 2.677 acres in the UC District – Residential subdistrict, located at the northwest corner of Quorum Drive and Goodman Avenue, on application from Huitt-Zollars, Inc., represented by Mr. David Meyers.

Attachments:

1. Docket Map
2. Staff Report
3. Plans

The Planning and Zoning Commission Findings:

The Addison Planning and Zoning Commission, meeting in regular session on August 4, 2005, voted to recommend approval of the final plat, on application from Fairfield Residential, subject to the following conditions.

- Designate Lot 1 as Lot 1, Block 1.
- Designate Lots 2 & 3, respectively, as Lots 1 & 2, Block 2.
- Designate proposed park site as Lot 1, Block 3.
- Show dedication of park site on plat by indicating bearing and distance around the lot and include designation in the title block.
- Plat all of proposed residential street around proposed park site with final plat.
- Dedicate 13 ft. right-of-way across entire frontage of property and adjacent to Quorum Drive, in lieu of proposed 13 ft. landscape, drainage and utility easement.
- Show width of right-of-way of Quorum Drive on plat.

Voting Aye: Bernstein, Doepfner, Knott, Meier, Wood
Voting Nay: None
Absent: Chafin, Jandura

Item #R13 - Presentation of and consideration of approval of a Resolution approving a schematic design concept of the Fairfield Park by Talley Associates Landscape Architects.

Attachment:

1. Council Agenda Item Overview

Administrative Recommendation:

Administration recommends approval.

Item #R14 - Consideration and approval of a Resolution approving a design proposal from Talley Associates Landscape Architects totaling \$52,525 for landscape architecture design services related to the 1.57 acre Fairfield Park.

Attachments:

1. Council Agenda Item Overview
2. Proposal

Administrative Recommendation:

Administration recommends approval.

Item #R15 - Consideration and approval of an Ordinance granting meritorious exceptions to Sec. 62-162, Premises signs, Sec. 62-163, Area, and Sec. 62-285, Luminescent gaseous tubing of the sign ordinance, for On the Border located at 4855 Belt Line Road.

Attachments:

1. Staff Report
2. Memorandum by Lynn Chandler
3. Application
4. Plans

Administrative Recommendation:

Administration recommends as follows:

- Sign A: approved with a maximum logo height of 31”
- Sign B: meets ordinance requirements, no exception needed
- Sign C: approved as requested by applicant
- Sign D: approved with a maximum logo height of 35.5 “
- Sign E: approved as requested by applicant
- Sign F: exempt, no exception needed
- Sign G: maximum element height of 34.5”, perpendicular to building as requested by applicant
- Sign H: denied
- Sign I: not visible from public right of way, no exception needed

Item #R16 - Discuss the City Manager's General Fund and Hotel Fund Recommendations.

Item #R17 - Consider a vote of record to place on the September 27, 2005 council agenda a proposal to adopt a tax rate of \$.4760 per \$100 assessed valuation for the 2005-06 Town of Addison Annual Budget.

Attachments:

1. Council Agenda Item Overview
2. 2005 Property Tax Rates

Administrative Recommendation:

Administration recommends approval..

Adjourn Meeting

Posted 5:00 p.m.
August 4, 2005
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

July 12, 2005
6:30 p.m. - Council Chambers
5300 Belt Line Road

Present: Mayor Chow, Councilmembers Braun, Hirsch, Kraft, Mallory, Mellow,
Niemann

Absent: None

Item #WS1 – Discussion of the Notice of Termination of the Trinity Christian Academy/Addison Joint Use Agreement.

No action was taken.

Item #WS2 – Discuss the Process for Non-Profit Funding Requests.

No action was taken.

Item #WS3 – Review of City Council Agenda Calendar.

No action was taken.

Item #R1 - Consideration of Old Business.

The following employees were introduced to the Council: John Comido (Police), and Jason Burke (Fire).

Item #R2 - Consent Agenda.

#2a – Approval of the Minutes for the June 28, 2005 Council Meetings.
(Approved as written.)

Councilmember Niemann moved to duly approve the Minutes for the June 28, 2005 Council Meetings. Councilmember Mallory seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann

Voting Nay: None

Absent: None

Item #R3 – Presentation to Randy Moravec to acknowledge the “Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award” for the fiscal year beginning October 1, 2004.

Randy Moravec, Finance Director, was presented with the Distinguished Budget Presentation Award.

Item #R4 – **PUBLIC HEARING** Consideration and approval of an Ordinance approving an amendment to Ordinance No. 097-029 of the Town of Addison, relating to the zoning of that area of the Town commonly referred to as Addison Circle, currently zoned UC Urban Center District, by amending the Concept Plan, adopted by Ordinance 097-029, by deleting or otherwise amending the floor-to-area provisions (maximum floor areas) for the Commercial sub-district.

This item was withdrawn by Staff.

Item #R5 – Consideration and approval of a Resolution authorizing the City Manager to enter into an agreement with Townscape, Inc., in the amount of \$37,378.00 plus expenses, for the preparation of revisions to the Town's Comprehensive Plan, and Strategies, Policies, and form-based codes for the Belt Line Corridor.

Councilmember Niemann moved to duly pass Resolution No. R05-061 authorizing the City Manager to enter into an agreement with Townscape, Inc., in the amount of \$37,378.00 plus expenses, for the preparation of revisions to the Town's Comprehensive Plan, and Strategies, Policies, and form-based codes for the Belt Line Corridor. Councilmember Mallory seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann

Voting Nay: None

Absent: None

Item #R6 – Discussion and consideration of the City Council to nominate and appoint an Addison resident for participation in the Leadership Metrocrest program.

This item was tabled.

Item #R7 – Consideration and approval of a Resolution authorizing the City Manager to enter into a contract with Wagner Security & Electronics, Inc., in the amount of \$186,247.20 for the purchase, installation, and maintenance of a Video Camera Monitoring System at the Addison Airport, EOC (Emergency Operation Center), the Police and Court building, and the Arts and Events District subject to the City Attorney's final approval.

Councilmember Mellow moved to duly pass Resolution No. R05-062 authorizing the City Manager to enter into a contract with Wagner Security & Electronics, Inc., in the amount of \$186,247.20 for the purchase, installation, and maintenance of a Video Camera Monitoring System at the Addison Airport, EOC (Emergency Operation Center), the Police and Court building, and the Arts and Events District subject to the City Attorney's final approval. Councilmember Braun seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann
Voting Nay: None
Absent: None

Item #R8 – Consideration and approval of a Resolution authorizing the City Manager to enter into a contract with HNTB Corporation in the amount of \$109,493.00 for the design of the Addison Airport Pavement Improvements Project.

Councilmember Mallory moved to duly pass Resolution No. R05-063 authorizing the City Manager to enter into a contract with HNTB Corporation in the amount of \$109,493.00 for the design of the Addison Airport Pavement Improvements Project. Councilmember Mellow seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann
Voting Nay: None
Absent: None

Councilmember Niemann recuses himself and leaves the Council Chambers.

Item #R9 – **PUBLIC HEARING** regarding and consideration of an Ordinance (i) denying request of Atmos Energy Corp., Mid-Tex Division, for an annual gas reliability infrastructure program (GRIP) rate increase in the Town of Addison, as a part of Company's statewide gas utility distribution system, (ii) authorizing intervention by the Town as a part of the Atmos Cities Steering Committee in any appeal of the Town's action to the Texas Railroad Commission, and (iii) regarding such other matters relating thereto and in connection therewith as set forth in the Ordinance.

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

Councilmember Kraft moves to duly pass Ordinance No. 005-028 denying request of Atmos Energy Corp., Mid-Tex Division, for an annual gas reliability infrastructure program (GRIP) rate increase in the Town of Addison, as a part of Company's statewide gas utility distribution system, (ii) authorizing intervention by the Town as a part of the Atmos Cities Steering Committee in any appeal of the Town's action to the Texas Railroad Commission, and (iii) regarding such other matters relating thereto and in connection therewith as set forth in the Ordinance. Councilmember Mellow seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow
Voting Nay: None
Absent: None
Abstain: Niemann

Councilmember Niemann returns to the Council Chambers.

Item #R10 – Discussion of proposed development at 4135 Belt Line Road.

No action was taken.

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

Mayor

Attest:

City Secretary

Council Agenda Item: #2b

SUMMARY:

Approval of the Town's sponsorship of the Shakespeare Festival of Dallas' production of "Twelfth Night" in Addison in an amount of \$31,000 for marketing, support services and products (space rental, stage, restrooms, parking services, trash cleanup services, electrical service, City Services, etc.)

FINANCIAL IMPACT:

Budgeted Amount: \$31,000.00

Cost: \$31,000.00

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

BACKGROUND:

This will be the 5th year Addison has been a sponsor of the Shakespeare Festival of Dallas in Addison. SFD plans to produce the "Twelfth Night" on October 12-16, 2005 in the Bowl at Addison Circle Park.

RECOMMENDATION:

Staff recommends approval.

STATE OF TEXAS

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§
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CONTRACT FOR SERVICES

COUNTY OF DALLAS

This Contract for Services is made and entered into as of the 10th day of August, 2005 by and between the Town of Addison, Texas (the "City") and The Shakespeare Festival of Dallas (the "Shakespeare Festival for the City's sponsorship of "Shakespeare Festival of Dallas in Addison" (the Show) that is to be held on October 12, 13, 14, 15 and 16, 2005 in the Bowl area of Addison Circle Park that is located in the Addison Arts & Events District.

WITNESSETH:

WHEREAS, the Shakespeare Festival is a private, non-profit organization established under the laws of the State of Texas for the purpose of promoting the cultural enrichment of the community through live, professional theatrical productions of superior quality based on the works of William Shakespeare; and

WHEREAS, the Shakespeare Festival's productions and work attract tourists to and encourages tourism in the City, and the City has an interest in attracting such tourists and promoting tourism to the area in order to receive the economic benefits associated therewith; and

WHEREAS, it is the City's desire to encourage and promote the arts, including visual, theatrical and musical arts; and

WHEREAS, the City is authorized to expend revenues from its hotel occupancy tax for the encouragement, promotion, improvement, and application of the arts, and desires to encourage and promote the arts through the execution of this Contract for Services.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas and the Shakespeare Festival do hereby contract, covenant and agree as follows:

I. TERM

The term of this Contract and Agreement shall be from August 10, 2005 through October 30, 2005.

II. SERVICES

A. Shakespeare Festival shall conduct and present a production entitled "Twelfth Night" (the "Show") within the City on October 12, 13, 14, 15 and 16, 2005 in accordance and compliance with the terms and conditions hereof and all laws, ordinances, rules, regulations, standards, guidelines, and policies of the City or any other governmental authority having jurisdiction over the Show. The Show shall be conducted within the Bowl area of Addison Circle Park located within the Addison Arts & Events District (the "Show Site").

B. In connection with its conducting and presenting the Show on October 12, 13, 14, 15, and 16, 2005, the Shakespeare Festival shall provide the City with the following:

- (a) A listing of the City logo as a sponsor of the Show on collateral pieces, including but not limited to posters, fliers, invitations, admission passes, tickets, brochures, programs, etc.
- (b) A listing of the City logo as a sponsor of the Show on all print, broadcast, outdoor and electronic advertising, including but not limited to newspaper ads, magazine ads, radio ads, billboards, newsletters, web communications, etc.
- (c) A listing of the City as a sponsor of the Show in all press releases, and other communications regarding the Show.
- (d) A listing of the City logo as a sponsor on all street banners and signs in connection with the Show.
- (d) The inclusion of the Addison logo on the Shakespeare Festival web site (www.shakespearedallas.org) or any other web site of the Shakespeare Festival and a link to the City's website (www.addisontexas.net).
- (e) Provide recognition of the Town of Addison from the stage at the Show.
- (f) Provide the City with placement of one banner display at the Show.
- (g) Provide the City with one full-page advertisement in the Shakespeare Festival Playbill.
- (h) Provide city with fifty (50) complimentary VIP admission and parking passes.
- (i) Provide the City with payment of 10% of all gross fees collected from food and beverage sales if Addison-based restaurants or concessionaires are used to sell these items at the Show or 15% of all gross fees collected from food and beverage sales if non Addison-based restaurants or concessionaires are used to sell these items at the Show.
- (j) Submit detailed financial statements and program results to the City within thirty (30) days after the end of Show listing the expenditures made by the Shakespeare Festival with the revenues received pursuant to this Contract.
- (k) Payment of all fees including but not limited to city services, electrical service, rental equipment and services, site preparation materials and Pavilion cleaning fees.

B. The City shall provide to the Shakespeare Festival the following:

- (a) Compensation as outlined in Section III below.
- (b) Display of banner(s) (in the City's sole discretion and subject to availability) across Belt Line Road advertising the Show. Such banner(s) shall be supplied by the Shakespeare Festival to the City no later than October 3, 2005 for display on October 4, 2005 through October 18, 2005.

(c) Assistance with marketing and promotions, including but not limited to the following:

- a. One 10' x 10' booth at Addison Oktoberfest, scheduled for September 15-18, 2005. The Shakespeare Festival shall conduct an activity at the booth that is of general interest to the patrons at Addison Oktoberfest.
- b. Listing on the City's website (www.addisontexas.net) with link to the Shakespeare Festival's website (www.shakespearefestival.org).
- c. Listing on the City's toll-free recording (1-800-ADDISON).
- d. Listing on the City's calendar of events that is distributed for publicity purposes and printed on collateral, subject to the Town's printing schedule and funding.
- e. Flier (provided by the Shakespeare Festival) insertion in the City's September 2005 utility statements, subject to availability. 3,300 copies are due to the City no later than September 10, 2005.

(d) Provide the Shakespeare Festival with the Show site for conducting the Show, provided the Shakespeare Festival has complied with the terms and conditions of this Contract.

III. COMPENSATION

For the operation and provision of the services, projects and programs of the Shakespeare Festival in Addison as described herein, the City shall pay the Shakespeare Festival the sum of Thirty-one Thousand and No 100 Dollars (\$31,000.00). Such sum shall be paid in two installments (the first in the amount of \$15,500.00 payable upon execution of this Contract and the second in the amount of \$15,500.00) payable upon completion of the Show and Show marketing and performance reports are received by the City.

IV. ASSUMPTION OF RESPONSIBILITY; SHOW CANCELLATION; INDEMNIFICATION

In connection with the Show and this Contract, Shakespeare Festival agrees to assume and does hereby assume all responsibility and liability for any and all damages or injuries of whatsoever kind or nature sustained by any person or property, whether real or asserted, by or from the performance of services hereunder by, or any act or omission of Shakespeare Festival, its officials, officers, employees, agents, contractors, subcontractors, concessionaires, invitees, guests, or any other person acting by, through, or under the authority or direction of Shakespeare Festival (together, "Responsible Parties"). Addison assumes, and shall have, no responsibility for any property placed by the Responsible Parties or any of them on the Show premises, and Shakespeare Festival hereby releases the City, its officials, officers, employees and agents from any and all claims or liabilities for any loss, injury or damages whatsoever to persons or property that are sustained by reason of the occupancy of the Show site under this Agreement.

Should the Show be postponed or canceled due to an Act of God, public safety, public welfare consideration, or for any other reason whatsoever, as may be determined by the City in its sole discretion and opinion, Shakespeare Festival hereby releases the City, its officials, officer, employees and agents from any and all liability and claims for damages (including

consequential damages) or injuries of any kind whatsoever which result from such postponement or cancellation. In addition, neither party to this Contract shall be liable for damages caused by delay or failure to perform hereunder when such delay or failure to perform is due to terrorism, fire, acts of God, national emergency, war, civil disorder, labor dispute, inclement weather, any unavoidable casualties, or any causes beyond their respective control.

Shakespeare Festival covenants and agrees to and shall defend and indemnify the City, its officials, officers, agents and employees (together, "Indemnified Persons") against, and hold the Indemnified Persons harmless from, any and all claims, liability, losses, lawsuits, actions, causes of action, penalties, fines, damages, costs, expenses, or fees (together, "Claims"), including attorney's fees, which may arise out of or are caused by, in whole or in part, any act or omission of the Responsible Parties or any of them in connection with the Show (including the performance of this Contract or any of its activities by any of the Responsible Parties) or this Contract. Shakespeare Festival agrees to reimburse the City for all sums which the City may pay or may be paid on behalf of the City or which the City may be compelled to pay in settlement of any Claims, including without limitation any claim under the provisions of any workers compensation law or other similar law, or under any plan for employee benefits which the City may have or adopt. The provisions of this paragraph shall survive the termination or expiration of this Contract.

V. INSURANCE

The Shakespeare Festival shall carry insurance, throughout the length and term of this Contract, with responsible insurance companies qualified to do business in the State of Texas, in the minimum amounts set forth in Section 67-16 of the Code of Ordinances of the City, a true and correct copy of which is attached hereto as Exhibit "B" and incorporated herein (with the addition that the requirement for commercial general liability shall also include coverage for death); provided, however, that the City Manager may waive the requirement of any of such insurance where, in the sole opinion of the Manager, such insurance is not necessary to cover or protect a function or purpose of ArtFest. Certified copies of all such policies shall be delivered to the City no later than September 9, 2005.

VI. TERMINATION

This Contract may be canceled and terminated by either party upon giving at least thirty (30) days written notice of such cancellation and termination to the other party hereto. Such notice shall be sent certified mail, return receipt requested, and to the most recent address shown on the records of the party terminating the Contract. The thirty (30) days period shall commence upon deposit of the said notice in the United States mail and shall conclude at midnight of the 30th day thereafter. In the event of such cancellation and termination and if the Shakespeare Festival has failed at the time of such cancellation and termination to provide all of the services set forth herein, the Shakespeare Festival shall refund to the City that portion of funds paid to the Shakespeare Festival under the terms of this Contract in accordance with the following: Prorata funding returned to the City by the Shakespeare Festival shall be determined by dividing the amount paid by the City under this Contract by 82 (the "daily rate"), and then multiplying the daily rate by the number of days which would have remained in the term hereof but for the cancellation or termination. Upon payment or tender of such amount, all of the obligations of the Shakespeare Festival and the City under this Contract shall be discharged and terminated and

no action shall lie or accrue for additional benefit, consideration or value for or based upon the services performed under or pursuant to this Contract.

VII. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, in this Contract or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business.

(b) For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VIII. ACCOUNTING

Prior to adopting its annual budget, the Shakespeare Festival shall submit for the City's review a budget showing the use of the City's funds provided pursuant to this Contract, and the Shakespeare Festival shall make such periodic reports to the City, as provided for herein, listing the expenditures made by Shakespeare Festival from the funds provided by the City. The approval of the Shakespeare Festival's annual budget creates a fiduciary duty in the Shakespeare Festival with respect to the funds provided by the City under this Contract.

Funds received hereunder from the City may be spent for day-to-day operations, supplies, salaries and other administrative costs provided that such costs are necessary for the promotion and encouragement of the purposes for which the funds may be used as described herein.

Shakespeare Festival shall maintain complete and accurate financial records of all of its revenues, including, without limitation, each expenditure of revenue received pursuant to this Contract. By the thirty (30) day after the close of the Show, Shakespeare Festival shall provide the City the a detailed financial report for the Show listing the expenditures made by Shakespeare Festival of the funds paid to Shakespeare Festival under this Agreement.

IX. INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between the City and the Shakespeare Festival is that of independent contractor, and the City and the Shakespeare Festival by the execution of this Contract do not change the independent status of the Shakespeare Festival. No term or provision of this Contract or action by the Shakespeare Festival in the performance of this Contract shall be construed as making the Shakespeare Festival the agent, servant or employee of the City.

X. NON-ASSIGNABILITY

The Shakespeare Festival may not and shall have no authority to assign, transfer, or otherwise convey this Contract or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City. Any such assignment, transfer, pledge, or other conveyance in violation hereof shall entitle the City to immediately terminate this Contract, and

upon such termination all funds paid to Shakespeare Festival shall be promptly reimbursed to the City.

XI. NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Contract shall be deemed to constitute that the City and the Shakespeare Festival are partners or joint venturers with each other.

XII. COPYRIGHT; MARKS

Shakespeare Festival assumes full responsibility for complying with all United States laws and treaty terms pertaining to intellectual property issues and any applicable regulations, including but not limited to the assumption of all responsibilities for paying all royalties which are due for the use of domestic or foreign copyrighted works in Shakespeare Festival's, transmissions or broadcasts, and Shakespeare Festival, without limiting any other indemnity given by Shakespeare Festival as set forth herein, agrees to defend, indemnify, and hold harmless the City, its officials, officers, employees, and agents, for any liability, claims or damages (including but not limited to court costs and reasonable attorney's fees) growing out of Shakespeare Festival's infringement or violation of any statute, treaty term or regulation applicable to intellectual property rights, including but not limited to copyrights.

In connection with the Show, each party grants to the other party a non-exclusive, non-transferable, royalty-free right and license to reproduce, publish and display, in accordance with and subject to the terms and conditions of this Contract and solely for the limited purposes set forth herein, the party's trademarks, service marks, logos, or other content (together, "Marks") provided in connection with advertising of the Show as described herein. Such reproduction, publication, display or use shall be subject to the approval of the party which is the owner of the Logos. Except for the express license rights granted herein, all right, title and interest in and to the Marks shall remain in the respective party who owns the Marks. Neither party hereto shall copy, distribute, reproduce, display, or use any Marks except as expressly permitted under this Agreement. Each party hereto acknowledges the other party's rights and interests in and to such other party's Marks and agrees not to claim any right, title or interest in or to such Marks or to at any time challenge such other party's rights in or to such Marks for any reason whatsoever. All use of either party's Marks and the goodwill generated thereby shall inure to the benefit of the respective party which owns such Marks.

Each party hereto represents that its execution and delivery of this Agreement, and its performance hereunder, will not violate or conflict with (i) any other contract or agreement to which it is a party, or (ii) the intellectual property rights or other rights of any third party.

XIII. NON-DISCRIMINATION

During the term of this Contract, Shakespeare Festival agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex or religion, ancestry, national origin, place of birth, or handicap.

XIV. LEGAL COMPLIANCE

Shakespeare Festival shall observe and abide by all applicable federal laws, state statutes and the Charter and Ordinances of the City, and all rules and regulations of any lawful regulatory body acting thereunder in connection with the services performed.

XV. APPLICABLE LAWS

This Contract is made subject to the provisions of the Charter and ordinances of the City, as amended, and all applicable state and federal laws.

XVI. VENUE

The validity of this Contract and of any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Venue for any action brought on or under this agreement shall lie exclusively in Dallas County, Texas.

XVII. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XVIII. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

XIX. NO WAIVER; SURVIVABILITY; NO THIRD PARTY BENEFICIARIES

The failure by either party to exercise any right, power, or option given to it by this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Contract are cumulative to any other rights or remedies, which may be granted by law. Any rights, remedies, duties, or obligations either party may have with respect to the other arising out of the performance of or in connection with this Contract shall survive the cancellation, expiration or termination of this Contract.

This Contract is solely for the benefit of the parties hereto and is not intended and shall not be construed to create or to grant any rights, duties, or obligations, contractual or otherwise, to any third person or entity.

XX. NOTICES

All notices, communications and reports, required or permitted under this Contract shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and Shakespeare Festival agree to provide the other with written notification within five (5) days, if the address,

provided below, is changed. Mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the fifth (5th) day after mailing.

The City's address:

Assistant City Manager
Town of Addison
Post Office Box 9010
Addison, Texas 75001-9010

Shakespeare Festival's address:

Managing Director
3630 Harry Hines Blvd., 4th Floor
Dallas, Texas 75219

XXI. LEGAL CONSTRUCTION; SEVERABILITY

The terms of this Contract are severable, and if any article, clause, paragraph, section or other portion of this Contract shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Contract shall remain in full force and effect and the parties shall be deemed to have contracted as if said clause, section, paragraph or portion had not been in the Contract initially.

XXII. AUTHORITY TO EXECUTE CONTRACT

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

XXIII. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between the City and the Shakespeare Festival and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Shakespeare Festival

IN WITNESS THEREOF, the parties hereto have caused this agreement to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS

SHAKESPEARE FESTIVAL OF DALLAS

By: _____
Chris Terry, Assistant City Manager

By: _____

Its: _____

ATTEST:

ATTEST:

By: _____
Carmen Moran, City Secretary

By: _____

Council Agenda Item: #2c

SUMMARY:

Approval of the Contract between the Town of Addison and the Hotel Inter-Continental for the meeting space and sleeping room guarantee for the 2006 North Texas Jazz Festival.

FINANCIAL IMPACT:

Budgeted Amount: \$62,896*

Cost: \$62,896*

* Amount will be partially offset by revenues from the sale of concert tickets, brunch tickets and participant sleeping rooms.

BACKGROUND:

See the attached memorandum.

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Staff memorandum

Group Sales Contract and Addendum



SPECIAL EVENTS

MEMORANDUM

P.O. Box 9010 • 16801 Westgrove Drive • Addison, TX 75001-9010 • 972-450-6221 • 972-450-2834FAX

DATE: July 25, 2005

TO: Chris Terry, Assistant City Manager

FROM: Barbara Kovacevich, Special Event Manager

RE: 2006 North Texas Jazz Festival Contract with Hotel InterContinental

I would like to place the approval of the 2006 North Texas Jazz Festival Contract with the Hotel InterContinental on the Consent Agenda for the August 9, 2005 City Council Meeting. No money will be spent until fiscal year 2006; however, the Hotel needs a signed contract now to reserve the space.

This will be the 4th year the Town of Addison has hosted the education aspect of the North Texas Jazz Festival in Addison at the Hotel InterContinental. The Town of Addison secured the assistance of Helms-Brisco again this year to negotiate the agreement with the Hotel, and the following will summarize the terms of the Contract that are virtually identical to the 2005 Contract (the only exception being when the rooms become available):

Financial Commitment – \$62,896

- 630 Room Nights @ \$99 each = 62,630; Addison is responsible to guarantee that 80% of the room block revenue is met = 504 rooms totaling \$49,896
- \$5,000 for set-up of the Crystal Ballroom
- \$8,000 in food and beverage revenue
- Last year, the festival participants booked 584 room nights (\$57,186), which exceeded the 80% block requirement. The Town of Addison spent an additional \$45,496.11 in food and beverage, sleeping rooms for special guests and other miscellaneous expenses.

Meeting Room Commitment –

- Same rooms as last year except they will not be available until 7 pm on Thursday evening which will delay the set-up (by 5 hours) and possibly incur additional expenses for the stage/sound crew to work through the night to set the equipment up
- Crystal Ballroom I-VIII: Big Band and Combo performances and clinics; evening concerts; Breakfast (only in Crystal IV and V)
- Crystal Ballroom Foyer – Exhibitors
- Hamilton - Office
- Lalique – Vocal performance/clinics
- Spectrum – Big Band warm-up
- Baccarat – Vocal warm-up
- Steuben – Hospitality and Round Table Discussions
- Colonnade – Hal Miller Film Series
- Waterford – Combo warm-up



INTERCONTINENTAL.

DALLAS

Group Sales Contract

Between

INTERCONTINENTAL DALLAS

And

Town of Addison

Date Prepared: August 3, 2005

Name of Organization: Town of Addison

Name of Meeting: 2006 North Texas/Addison Jazz Festival

Official Meeting Dates: March 30 – April 02, 2006

Authorized Representative: Mr. Chris Terry
Assistant City Manager

Address P.O. Box 9010
Addison, TX 75001-9010

Telephone 972-450-7010

Fax Number 972-450-2834

Hotel Sales Contact: Patty Cipoletti
Director of Sales & Marketing

Telephone 972-789-3031

Fax Number 972-404-1848

Email patty.cipoletti@ichotelsgroup.com

Town of Addison ("Group") and InterContinental Dallas ("Hotel") agree as follows:

The following arrangements have been set aside on a first option tentative basis. With a first option, you have first right of refusal to the dates we have offered. If we receive a request for the dates and space held for you from another organization, we will notify you immediately and you will have 48 hours from the time of notification by the Hotel to confirm your interest in the dates and space by signature of this contract. If the Hotel does not have a fully executed contract within the 48 hours, we have the right to release the space being held.

OPTION DATE:

This contract and option is valid until August 10, 2005 at which time we will require a signed copy of this contract. If confirmation has not been received by this date, this contract is invalid and a new contract must be renegotiated.

_____ Initial

GUEST ROOM BLOCK:

	Thu 03/30	Fri 03/31	Sat 04/01	Total Room Block
Run of House	175	255	200	630

The Hotel and the Group agree that the above room block shall be reserved for the Group at the guest room rates agreed to by the parties in this contract subject to the terms and conditions of this contract.

RESERVATION PROCEDURES:

Since your attendees will be calling in their own reservations directly to the Hotel, please instruct them to identify your meeting as 2006 North Texas/Addison Jazz Festival so we may extend your group rate to them.

Individual reservations are entitled to the group rate if the guest makes their reservations and pays a deposit equal to the room rate for one night plus tax currently at 13% at the time of making the reservation. Subject to availability, the Hotel will allow Group members to extend their stay up to three (3) days prior and three (3) days after the official meeting dates at the group rate based upon availability. Furthermore, reservation requests received after the cut-off date will be accepted on a space and rate available basis.

Any guaranteed reservation that is considered a "no show" will result in a charge of one night's room and tax and will be charged to the individual credit card or the master account and is non-refundable.

For any VIP reservations, we suggest a list be forwarded to the Hotel prior to the cut off date so we may personally identify and apply any special guest services required.

All reservations require a one night's deposit, by check or credit card, for each room reserved. Cancellation will be accepted up to 4:00 p.m. seventy-two (72) hours prior to arrival. After 72 hours, a cancellation will result in a charge of one night's room and tax and will be charged to the individual credit card or to the Master Account.

Please note our guest check-in time is 3:00 P.M. Every attempt will be made to accommodate those guests arriving prior to 3:00 P.M. Check-out time is 12:00 P.M.

A credit card is required upon check-in to guarantee incidentals. Guests who do not wish to provide a credit card will be required to provide daily cash deposit of \$50.00.

CUT OFF DATE:

We have established a cut-off date of 12:01 a.m. on February 28, 2006 for guest room accommodations. Any requests received after this date shall be handled on a space available basis. If the group rate is not available after the cut-off date, the prevailing rack rates will apply for any reservations confirmed. Additionally, after such date, we have the right to release the rooms not reserved.

ROOMS GUARANTEE:

At the cut-off date, if Group is unable to provide names for the reserved guestrooms they will be released back to the hotel for resale. If you wish to hold the rooms for your organization's exclusive use, you may guarantee payment for all room nights and provide a rooming list one (1)

week prior to the groups' arrival. Group will be required to pay for all room nights that were reserved/guaranteed for your exclusive use on/after the cut off date.

GUEST ROOM RATES SCHEDULE:

Room	Single Rate	Double Rate	Triple Rate	Quad Rate
Run of House	\$99	\$99	\$110	\$110

All rates are subject to the appropriate state, local and any occupancy taxes in effect at the time of the Group's meeting. These taxes are currently 13% percent.

The rates provided for the Group have been negotiated based on the needs and the size of the Group, as well as the number of food and beverage functions and meeting space required over the dates specified.

COMMISSION

The group guest room rates quoted by the Hotel shall be commissionable to HelmsBriscoe as agent of record for Group. Commissions shall be paid at the rate of ten percent (10%) of the guestroom rate for all rooms actually used and paid for by the Group over the meeting dates. Said commissions shall be paid to HelmsBriscoe no later than thirty (30) days after the payment in full of the Master Account.

STAFF RATES:

We are pleased to provide a special staff rate at \$69.00 for up to 2 rooms, based on picking up the present room block. (These rooms do not apply to complimentary guest room determinations.)

These rates are confirmed on a net non-commissionable basis.

SUITES:

All suite prices are quoted as a one bedroom suite. Two and three bedroom suites shall be calculated at an additional Concierge King or Double Double rate.

Suites are not to be used as open hospitality suites. Hosted functions in Concierge Floor suites are limited to invitation only groups of 20 people or less and must be approved by Hotel Management. Patio Suites located on the fifth floor or Hospitality Suites on the third floor are available for open hospitality functions.

COMPLIMENTARY GUEST ROOMS:

Our complimentary policy is to provide one (1) room for each 50 occupied guestrooms consumed at the negotiated group rate. Earned complimentary guestrooms may be assigned in advance by providing us with the names of designated guests 30 days prior to arrival. The following table will explain what constitutes a room night:

King	1 Room Night
Double Double	1 Room Night
Patio Suites	2 Room Nights
<u>Executive Suites</u>	
One Bedroom	2 Room Nights
Two Bedroom	3 Room Nights

Luxury Suites

One Bedroom 5 Room Nights

Presidential Suites

One Bedroom 5 Room Nights

Two Bedroom 6 Room Nights

Three Bedroom 7 Room Nights

Complimentary room units may not be used as credit. Complimentary room nights not used have no monetary value.

GUEST ROOM ATTRITION/ROOM BLOCK REVIEW:

In the event the guestroom pickup falls below 80% of the original confirmed block, Town of Addison will be responsible for 100% of the reduction multiplied by the room rate of \$99.00 plus applicable taxes. However the Town of Addison reserves the right to purchase any rooms needed to make up the 80% of the room block.

Any adjustments to the room block will result in a proportionate adjustment in the Group's meeting and function space block.

SCHEDULE OF EVENTS:

Date	Start Time	End Time	"Jazz Fest"	Room	Setup	Agr	Room Rental
Thu, 3/30/06	2:00 PM	10:00 PM	Office	Hamilton			.00
Thu, 3/30/06	5:00 PM	7:00 PM	Registration	Crystal Foyer 4-5			.00
Thu, 3/30/06	7:00 PM	11:00 PM	Exhibits (set up)	Crystal Foyer 4-5	8 Foot Table		.00
Thu, 3/30/06	7:00 PM	11:00 PM	Vocal Warm Up (Set Up)	Spectrum			.00
Thu, 3/30/06	7:00 PM	11:00 PM	Big Band Warm Up (Set Up)	Crystal VIII			.00
Thu, 3/30/06	7:00 PM	11:00 PM	Set Up	Crystal 4-5			1,000.00
Thu, 3/30/06	7:00 PM	11:00 PM	Clinic Set Up	Crystal 6-7			.00
Thu, 3/30/06	7:00 PM	11:00 PM	Combo Warm Up Set Up	Crystal I			.00
Thu, 3/30/06	7:00 PM	11:00 PM	Small Combo Clinic Set Up	Crystal 2-3			.00
Thu, 3/30/06	7:00 PM	11:00 PM	Trombone Master Class (set up)	Colonnade			.00
Thu, 3/30/06	9:00 PM	11:00 PM	Jazz Vocals Set Up	Lalique Ballroom			.00
Thu, 3/30/06	10:00 PM	7:00 AM	24 Hour Hold	Hamilton			.00
Thu, 3/30/06	11:00 PM	8:00 AM	24 Hour Hold	Spectrum			.00
Thu, 3/30/06	11:00 PM	8:00 AM	24 Hour Hold	Crystal VIII			.00
Thu, 3/30/06	11:00 PM	8:00 AM	24 Hour Hold	Colonnade			.00
Thu, 3/30/06	11:00 PM	8:00 AM	24 Hour Hold	Crystal I			.00
Thu, 3/30/06	11:00 PM	9:00 AM	24 Hour Hold	Lalique Ballroom			.00
Thu, 3/30/06	11:00 PM	9:00 AM	24 Hour Hold	Crystal 4-5			.00
Thu, 3/30/06	11:00 PM	9:00 AM	24 Hour Hold	Crystal 2-3			.00
Thu, 3/30/06	11:00 PM	9:00 AM	24 Hour Hold	Crystal 6-7			.00
Thu, 3/30/06	11:00 PM	9:00 AM	24 Hour Hold	Waterford			.00
Thu, 3/30/06	11:00 PM	9:00 AM	24 Hour Hold	Baccarat			.00
Fri, 3/31/06	7:00 AM	10:00 PM	Office	Hamilton			.00
Fri, 3/31/06	7:30 AM	11:00 AM	Break	Hamilton		10	.00
Fri, 3/31/06	8:00 AM	8:00 AM	24 Hour Hold	Steuben			.00
Fri, 3/31/06	8:00 AM	3:30 PM	Big Band Warm Up	Crystal VIII			.00
Fri, 3/31/06	8:00 AM	4:00 PM	Film Presentation	Colonnade			.00
Fri, 3/31/06	8:00 AM	5:00 PM	Registration	Crystal Foyer 4-5			.00
Fri, 3/31/06	8:30 AM	3:30 PM	Combo Warm Up	Crystal 1			.00
Fri, 3/31/06	8:30 AM	4:00 PM	Choral Warm Up	Spectrum			.00
Fri, 3/31/06	9:00 AM	4:00 PM	Big Band Performance	Crystal 4-5			2,000.00
Fri, 3/31/06	9:00 AM	4:30 PM	Jazz Vocals	Lalique Ballroom			.00
Fri, 3/31/06	9:00 AM	4:30 PM	Small Combo Clinic	Crystal 2-3			.00
Fri, 3/31/06	10:00 AM	4:30 PM	Big Band Clinic	Crystal 6-7			.00
Fri, 3/31/06	11:00 AM	2:00 PM	Cash Sales	Crystal Foyer 1-8			.00
Fri, 3/31/06	12:15 PM	1:15 PM	Trombone Master Class	Colonnade			.00
Fri, 3/31/06	2:00 PM	4:30 PM	Break	Hamilton		10	.00

Fri. 3/31/06	3:30 PM	9:00 AM	24 Hours	Crystal VIII			.00
Fri. 3/31/06	3:30 PM	9:30 AM	24 Hour Hold	Crystal I			.00
Fri. 3/31/06	4:00 PM	8:00 AM	24 Hours	Colonnade			.00
Fri. 3/31/06	4:00 PM	9:30 AM	24 Hours	Spectrum			.00
Fri. 3/31/06	4:30 PM	9:30 AM	24 Hour Hold	Crystal 2-3			.00
Fri. 3/31/06	4:30 PM	9:30 AM	24 Hour Hold	Lalique Ballroom			.00
Fri. 3/31/06	4:30 PM	9:30 AM	24 Hour Hold	Crystal 6-7			.00
Fri. 3/31/06	6:00 PM	8:00 PM	Band Refreshments	Crystal 4-5		8	
Fri. 3/31/06	7:00 PM	11:30 PM	Performance	Crystal 4-5			.00
Fri. 3/31/06	10:00 PM	8:00 AM	24 Hour Hold	Hamilton			.00
Fri. 3/31/06	11:30 PM	9:00 AM	24 Hour Hold	Crystal 4-5			.00
Fri. 3/31/06	11:00 PM	9:00 AM	24 Hour Hold	Waterford			
Fri. 3/31/06	11:00 PM	9:00 AM	24 Hour Hold	Baccarat			
Sat. 4/1/06	8:00 AM	8:00 AM	24 Hour Hold	Steuben			
Sat. 4/1/06	8:00 AM	11:00 AM	Break	Hamilton		10	.00
Sat. 4/1/06	8:00 AM	4:00 PM	Film Presentation	Colonnade			.00
Sat. 4/1/06	8:00 AM	5:00 PM	Registration	Crystal Foyer 4-5			.00
Sat. 4/1/06	8:00 AM	10:00 PM	Office	Hamilton			.00
Sat. 4/1/06	9:00 AM	3:30 PM	Combo Warm Up	Crystal I			
Sat. 4/1/06	9:00 AM	3:30 PM	Jazz Vocals	Lalique Ballroom			
Sat. 4/1/06	9:00 AM	3:30 PM	Big Band Warm Up	Crystal VIII			.00
Sat. 4/1/06	9:00 AM	4:00 PM	Big Band Performances	Crystal 4-5			2,000.00
Sat. 4/1/06	9:00 AM	4:30 PM	Big Band Clinic	Crystal 6-7			
Sat. 4/1/06	9:00 AM	4:30 PM	Small Combo Clinic	Crystal 2-3			.00
Sat. 4/1/06	11:00 AM	2:00 PM	Cash Sales	Crystal Foyer 4-5			.00
Sat. 4/1/06	12:15 PM	1:15 PM	Trombone Master Class	Colonnade			.00
Sat. 4/1/06	2:00 PM	4:30 PM	Break	Hamilton		10	.00
Sat. 4/1/06	6:00 PM	8:00 PM	Band Refreshments	Crystal 4-5		6	
Sat. 4/1/06	7:00 PM	11:30 PM	Performance	Crystal 4-5			.00
Sat. 4/1/06	10:00 PM	8:00 AM	24 Hour Hold	Hamilton			.00
Sat. 4/1/06	11:30 PM	8:00 AM	24 Hour Hold	Crystal 4-5			.00
Sat. 4/1/06	11:00 PM	9:00 AM	24 Hour Hold	Waterford			
Sat. 4/1/06	11:00 PM	9:00 AM	24 Hour Hold	Baccarat			
Sun. 4/02/06	8:00 AM	11:00 AM	Set-Up	Crystal 4-5	Rounds of 10	500	.00
Sun. 4/02/06	8:00 AM	12:00 PM	Office	Hamilton			.00
Sun. 4/02/06	11:00 AM	2:00 PM	Jazz Brunch	Crystal 4-5	Rounds of 10	500	

The room names listed above are recommended venues for each function and must be verified prior to printing materials or finalizing your program. Room assignments are based upon the anticipated number of guest rooms, as well as the number of people who shall attend the meeting or banquet function. We reserve the right to change the function room assignments to space more suitable, or available, for the actual attendance if actual attendance is more or less than originally requested. We will inform you of any such changes at the earliest opportunity; however, we do reserve the right to make such reassignments as we deem either necessary or appropriate. In the event of a larger attendance, we will use our best efforts to accommodate such a group, but we are not in a position to assure that we will be able to do so.

Guestroom revenue is based upon the contracted minimum of \$49,896.00 which is 80% of the block and a Food and Beverage minimum of \$8,000.00 with \$5,000.00 Room Rental fee totaling \$62,896.00.

MEETING ROOM RENTAL:

The Hotel will provide all of the function and meeting space required by your group in accordance with the above Schedule of Events and the Group agrees to pay the function and meeting space room rental charges in addition to any food, beverage and miscellaneous costs for each function for services requested by Group provided that the Group has an eighty percent (80%) pickup of the agreed sleeping room block. (Rental is based on the agreed room block).

Function/Meeting room rental and set up fees are assessed separately and are not in lieu of any liquidated damages for room revenue or food and beverage revenue set forth herein.

All function and meeting space is assigned by the Hotel according to the number of persons guaranteed to attend the Group's function. The Hotel reserves the right to reassign the space listed on the Schedule of Events to accommodate both the Group and all other groups or parties using the Hotel's facilities during the Group's meeting. A failure to submit a finalized Schedule of Events to the Hotel by the date required by the terms of this Contract may result in a release by the Hotel of the space being held by the Group and/or a reassignment to space more suitable for the finalized Schedule of Events once submitted. The Group agrees to promptly notify the Hotel of any changes in its function or meeting space requirements. All fees for meeting and function space will include a twenty percent (20%) surcharge and are subject to 8.25% for sales tax.

The Hotel is currently holding function space based on the Schedule of Events. This is considered to be a firm commitment by the Group and any increase or decrease to that commitment may result in additional charges by the Hotel.

FOOD AND BEVERAGE:

Prior to the submission of the Final Schedule of Events, the Hotel retains the right to reassign any meeting rooms or function space to accommodate all of the Hotel's business needs.

Because of our legal liability for all food and beverage served on Hotel premises and our licensing restrictions, our policy requires that only Hotel purchased food and beverage be served on hotel property. Being accountable for food and beverage origin, condition, and transportation, we will make every effort to meet our responsibilities in the protection of our guest's health and safety.

Banquet prices will be confirmed six (6) months prior to the Arrival Date. All meals should be planned a minimum of thirty (30) days prior to your function allowing us to send you the Banquet Event Orders for your approval prior to arrival. Meal guarantees are required 72 hours prior to your function.

FOOD AND BEVERAGE ATTRITION:

Should it become necessary for you to cancel or substantially reduce by more than twenty percent (20%) any or all of the functions as listed in the Schedule of Events, the Hotel will be entitled to liquidated damages based on the following scale:

More than six (6) months prior to the scheduled date, an amount equal to twenty-five percent (25%) of the estimated food, beverage, and meeting room revenue based on the minimum estimate of the total value of the function.

More than ninety (90) days to six (6) months prior to the scheduled date, an amount equal to fifty percent (50%) of the estimated food, beverage, and meeting room revenue based on the minimum estimate of the total value of the function.

More than thirty (30) days to ninety (90) days prior to the scheduled date, an amount equal to seventy-five percent (75%) of the estimated food, beverage, and meeting room revenue based on the minimum estimate of the total value of the function.

Less than thirty (30) days prior to the scheduled date, an amount equal to one hundred percent (100%) of the estimated food, beverage, and meeting room revenue based on the minimum estimate of the total value of the function.

This provision applies to food and beverage functions only. Reductions in the Group's room block commitment are addressed in the provision entitled Meeting Room Rental.

If cancellation or such reduction (more than 20%) occurs, an invoice will be sent to you at the time of cancellation for one-half of the liquidated damages due as outlined in the above schedule. The remainder will be due at the time the group was to have arrived at the Hotel.

The "estimated total price of the reduced/canceled function(s)" referenced above shall refer to the estimated price of the function(s) as set forth in the Final Schedule of Events.

Liquidated damages due to the Hotel as a result of such cancellation or reduction of the function or functions shall be charged to the Group's Master Account, if one has been established. Otherwise, the Group shall pay liquidated damages due to the Hotel as a result of such cancellation or reduction of the function or functions at the time of such cancellation or reduction.

CREDIT AND BILLING ARRANGEMENTS:

Individuals will be responsible for their own room, tax, incidental charges and any other charges not authorized by the Group to be billed to the Master Account. All charges incurred are to be paid upon check-out. The Group's Master Account is limited to charges for meeting/function room rental, food and beverage functions and other requested services.

In the event that the Group wishes to set up direct billing for the Master Account a credit application must be completed and returned no later than 3 months before arrival in order to be processed for approval. Credit procedures are provided by the Hotel upon the request of the Group for a credit application.

The Town of Addison will specify the events and rooms for their master account.

Master account **Credit Card** payments must be approved in advance by the Hotel's Controller. If approved, Credit Card will be charged for 90% of estimated charges, balance must be received within 30 days of receipt of the invoice.

In the event that credit is not requested or is not approved, payment of the Group's total estimated Master Account will be due to the Hotel one (1) month before arrival. Failure to remit the appropriate payment on a timely basis will result in cancellation of all arrangements outlined in this contract and the Group shall be liable for amounts-as described in the cancellation provision.

MISCELLANEOUS:

Convention Services and Catering

A Convention Services Manager will assist you with all details of your meeting. They are responsible for working with you and your staff to coordinate all arrangements made with the hotel to ensure a successful program.

Rigging

Rigging Services at the Hotel are provided exclusively by National Production Services Inc. To view drawings of our ceiling and all the permanent rigging points visit (www.rigginginfo.com).

Signs, Banners and Displays

To maintain the professionalism of our hotel, it is necessary to have prior approval from the Convention Services Department on the following:

- a) The hanging of any type of signage. It is hotel policy that items are to be displayed on easels and not attached to any wall surface throughout the hotel.
- b) The placement on, or moving of, equipment across carpeted areas.

If damages occur, your organization will be financially responsible for repair/replacement costs.

Security

In order to assure that the Security service meets our professional standards, we reserve the right to approve or deny outside security arrangements. Please coordinate your security arrangements through the Convention Services Department upon final selection of the security service. We shall not be responsible for any act, omission or loss whatsoever resulting from any act or omission occurring by any security service selected by you.

CANCELLATION AGREEMENT:

Group may cancel this Contract without cause at any time prior to the event by paying a liquidated damages fee to the other party an amount based on the following scale:

Signature of Contract to October 31, 2005	50% of total anticipated revenue
November 1, 2004 to December 31, 2005	75% of total anticipated revenue
January 1, 2005 to (arrival date)	\$100% of total anticipated revenue

The Hotel may not cancel this contract. The exercise by Group of the option to cancel is agreed by the parties to constitute the exercise of a contractual option and not a default and in no event shall the canceling party be liable for more than the option price paid hereunder.

Payment due as a result of cancellation of this contract under this provision shall be made by the canceling party to the non-canceling party at the time the contract is cancelled by written notice.

Nothing contained in the above section is intended to allow the Group the right to cancel for the purpose of holding the same meeting in another facility or city.

Once notice of cancellation is given, the Hotel shall immediately return the room block and reserved function space and meeting rooms to its inventory and make good faith, commercially reasonable (based on standards of first class hotels in the Dallas, Texas metropolitan area) efforts to resell the rooms, function space and meeting rooms. If, as a result of its efforts, the Hotel's losses as determined in good faith by the Hotel are less than the cancellation fee already invoiced to or paid by the Group, Hotel shall adjust the invoice and refund any such difference to the Group.

RIGHTS OF TERMINATION FOR CAUSE:

Except as otherwise provided in the Contract, neither party shall have the right to terminate their obligations under this Contract This Contract is, however, subject to termination for cause without liability to the terminating party, under any of the following conditions:

- a. The parties' performance under this Contract is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency beyond the parties' control, making it inadvisable, illegal or which materially affects a party's ability to perform its obligations under this contract. Either party may terminate this Contract for any one or more of such reasons upon written notice to

- the other party within three (3) days of such occurrence or receipt of notice of any of the above occurrences.
- b. In the event that either party shall make a voluntary or involuntary assignment for the benefit of creditors or enter into bankruptcy proceedings prior to the date of the Group's meeting, the other party shall have the right to terminate this contract without liability upon written notice to the other.
 - c. The Hotel shall promptly notify the Group if there is a change in the management company which operates the Hotel prior to the meeting, and Group shall have the right to terminate this Contract without liability upon written notice to the Hotel.
 - d. The phrase "without liability" wherever used in this Contract shall be deemed to include a refund by the Hotel of all deposits and prepayments made within days of the notice of termination.

INDEMNIFICATION AND HOLD HARMLESS:

Hotel and Group each agree to indemnify and hold harmless the other party from and against all claims, actions or causes of action, liabilities, including reasonable attorneys' fees and costs arising from the defense of any claim, action, cause of action or liabilities arising out of or resulting from any act taken or committed by Hotel or Group pursuant to the performance of each party's obligations hereunder. Hotel and Group each agree to indemnify and hold harmless the other party for any claim, action, cause of action and liabilities which may be asserted by third parties arising out of the performance of either party's obligations pursuant to this Contract, except for the willful misconduct or gross negligence of the other party.

AMERICANS WITH DISABILITIES ACT:

The Hotel represents and warrants that, as a place of "public accommodation", it is in compliance to the extent applicable with the applicable provisions of Title III of the Americans with Disabilities Act. Hotel facilities, including, but not limited to, meeting space, restrooms, dining areas, other common areas and sufficient guest rooms, shall be reasonably accessible and usable by persons with disabilities. It is the responsibility of the Group to ensure the availability of all auxiliary aids and services required in order to allow the attendees to have full participation and equal access to the facilities utilized by the Group for its meeting. The Hotel will make available to the Group any auxiliary aids which it has available during the meeting, if requested by the Group for its attendees. Any extraordinary costs for special auxiliary aids requested by the Group shall be borne by the Group provided the Hotel notifies the Group in writing.

INSURANCE:

The Hotel and the Group shall obtain and maintain and provide evidence of insurance upon request in amounts sufficient to provide coverage for any liabilities arising out of or resulting from the respective obligations pursuant to this contract.

BINDING AGREEMENT:

The Group Sales Contract, along with the attachments called "Schedule of Events" and Hotel Policies and Procedures are all of the terms agreed to by the parties. Any changes to these terms must be made in writing and signed by both parties to be effective. All prior agreements, verbal or written, are no longer effective once this Contract is signed by the parties.

NOTICE:

Any notice required or permitted by the terms of this Contract should be made in writing. Notice must be delivered through one of the following methods in order to be deemed given:

- 1) Certified Mail, return receipt requested (and delivery shall be deemed accomplished within (3) days following the deposit of the notice in the United States Mail, postage prepaid, and addressed as set forth herein.)
- 2) Registered Mail, return receipt requested (and delivery shall be deemed accomplished within (3) days following the deposit of the notice in the United States Mail, postage prepaid, and addressed as set forth herein.)
- 3) Overnight Delivery, with a signature signifying receipt (and delivery shall be deemed accomplished upon the actual receipt of the delivery by the party to whom it is sent.)

All notices must be addressed to the person named on the first page of this Contract as that party's contact/representative. The notice shall be deemed effective as of the date shown on the receipt signifying delivery of such notice to the party to whom it is addressed.

ADDENDA:

See the attached addendum.

HEADINGS:

The headings and numbers appearing in this Contract have been inserted as a matter of convenience. If there is any conflict between the headings and numbers and the text of this Contract, the text will control.

WAIVER:

If one party agrees to waive its right to enforce any term of this Contract, it does not waive its right to enforce such term or any or all other terms of this Contract at any other time.

SEVERABILITY:

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Contract that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Contract which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

ASSIGNMENT:

This Contract may not be assigned, transferred, sold, pledged, or otherwise conveyed by the Hotel in whole or in part, and Hotel shall have no power or authority to assign, transfer, sell, pledge, or otherwise convey this Contract or any part thereof, without the Group's prior written consent. Any attempted transfer or conveyance of any kind or by any method without the Group's prior written consent shall be null and void, and the Group shall be entitled to immediately terminate this Contract.

THIRD PARTIES:

It is understood and agreed between the parties that the Hotel and the Group, in satisfying the conditions of this Contract, have acted independently, and assume no responsibilities or liabilities to third parties in connection with these actions.

SURVIVAL OF COVENANTS:

Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination or expiration of this Contract shall survive termination or expiration.

DISPUTE RESOLUTION:

In an effort to resolve claims, disputes or other matters in question arising out of or relating to this Contract or breach thereof, the parties agree that all claims, disputes, or other matters in question may be submitted to nonbinding mediation as a first step in seeking a resolution of the same. By mutual agreement, the parties may use a nonbinding form of dispute resolution other than mediation.

GOVERNING LAW, VENUE:

This Contract shall be governed by and construed under the laws of the State of Texas (and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing interpretation, validity and enforcement of this Contract). If any provision of the Contract is unenforceable under applicable law, the remaining provisions shall continue in full force and effect. In the event of any action under this contract, venue for all causes of action shall be instituted and maintained in Dallas County, Texas.

This signature page may be signed by the parties and sent by electronic transmission (facsimile) and shall be acceptable to the Hotel to hold the space for seventy-two (72) hours provided that the Hotel receives the fully executed Contract with the original signature by mail without any further changes within seventy-two (72) hours of the date shown on the facsimile signature page (provided, however, that if the end of the 72 hour period should occur on a Sunday, Saturday, or a holiday, the time period by which the Hotel must receive the original Contract shall be extended to the end of the next regular business day following such Sunday, Saturday, or holiday).

When signed by representatives of both parties, this Contract, which includes The Schedule of Events, and the Hotel's Policies and Procedures which are incorporated by reference, will constitute a binding agreement between the Group and the Hotel.

AGREED UPON:

By the Group's
Authorized Representative

By the Hotel's
Authorized Representative

Signature

Signature

Name

Patty Cipoletti
Director of Sales & Marketing

_____ Initial

Title

Date

_____ Initial

Town of Addison

HOTEL CONTRACT ADDENDUM

The terms of this addendum shall be incorporated into, become part of, and govern the contract between The Town of Addison and Hotel Intercontinental Dallas . This agreement, when signed by both parties, constitutes a legally binding agreement and an addendum to the original contract. If there is a conflict between the contract and the addendum, the addendum will supersede the contract.

COMPLIMENTARY ROOMS

The Hotel agrees to provide Town of Addison with (1) complimentary room per every fifty (50) paid rooms occupied on a cumulative basis. Adding together the total paid room usage and dividing by forty (50) shall compute this. In addition, Town of Addison requests two complimentary staff rooms as listed in contract

UPGRADES

Listed in contract

ANTICIPATED HOTEL RENOVATION:

The Hotel shall promptly notify Town of Addison. in writing of any interior or exterior renovation that will be performed immediately prior to or during the meeting, and Town of Addison. shall have the right to terminate this contract without liability upon written notice to the hotel. In the event this contract is terminated pursuant to this section, Hotel shall refund to Town of Addison any and all sums or monies deposited with Hotel regarding this Contract.

If Town of Addison decides to hold the meeting at the Hotel, the Hotel will use reasonable effort to provide a quiet environment for the meeting. If such loud activities occur due to renovation, Town of Addison will be extended courtesies and discounts to minimize the inconvenience.

RE SELL:

Upon notice of cancellation and/or guestroom attrition by Town of Addison to the Hotel, the Hotel will use reasonable best efforts to resell the guestrooms and meeting/function space. The Hotel will prorate and credit the cancellation fee and/or attrition penalty to Town of Addison for any or all meeting/function space and guestrooms resold. Prior to billing for cancellation/attrition the Hotel must submit documented proof that the rooms & meeting space were not resold or reused.

CUT OFF DATE

Any reservation accepted after the cutoff date will be accepted at the Town of Addison group rate. Town of Addison rate will be available three days prior and three days post based on availability

CHANGE OF OWNERSHIP

1. The Hotel shall promptly notify Town of Addison in writing if there is a change in ownership or management, which operates the Hotel prior to the meeting. Town of Addison shall have the right to terminate this contract without liability upon written notice to the hotel. If Town of Addison terminates this contract under the provisions of this section, Hotel shall immediately refund to Town of Addison any and all sums or deposits paid by Town of Addison to Hotel under this contract.

2. In the event of a sale, change in management or the flag of the property, the new owner will be required, as a term of condition of the sale, to honor the contract for Town of Addison.

DISCLOSURE OF IN-HOUSE GROUPS & NOISE CONTROL

The Hotel shall keep Town of Addison informed of other in-house groups during the same time period. Disclosure of other in-house groups is to avoid a company or company(s) whose meeting content requires loud activities or music and who will be utilizing adjacent space. The Hotel will use reasonable efforts to provide a quiet environment for the meeting. If such loud activities occur, Town of Addison will be extended courtesies and discounts to minimize the inconvenience.

In addition, the Hotel must immediately inform Town of Addison at any time (from date of signature to arrival of Town of Addison.) of a competitor holding a meeting at the same hotel. Town of Addison shall have the right to terminate this agreement without liability in the event a competitive group is meeting at the Hotel. If Town of Addison terminates this contract under the provisions of this section, Hotel shall immediately refund to Town of Addison any and all sums or deposits paid by Town of Addison to Hotel under this contract.

RELOCATION PROVISIONS

In the event that a guest room is not available for a guest holding a guaranteed reservation, the Hotel will pay for a guest's lodging (room and tax) at a comparable facility, transportation to and from such property and two long distance phone calls per day until the hotel can accommodate the guest. The Hotel will also list the guest's name with the hotel switchboard, in order to facilitate the transfer of the guest's phone calls to the alternate hotel. Further, in the event of any such relocation, Town of Addison will continue to receive room night credits in the calculation of complimentary room policy and attrition policy.

ROOM BLOCK

Town of Addison shall earn credit for any reservation, which may not be coded to Town of Addison block, but can be proven to be a registered attendee at the Town of Addison meeting. Individual reservations made through an independent source and not originally viewed as an Town of Addison member reservation shall be reverted to and counted towards the Town of Addison group room block. The Hotel will agree to credit Town of Addison and HelmsBriscoe for these rooms/room nights for the purposes of earned comps, performance fees and attrition. Town of Addison may provide the Hotel with a printed registration list of the Town of Addison meeting attendees for the Hotel to compare with the in-house total hotel list.

RATE PARITY AND CODING

In as much as performance of Town of Addison is tied to the cumulative pick up of rooms in Town of Addison block, the Hotel agrees to not deter from Town of Addison performance by offering any rates to Town of Addison attendees that are lower or otherwise coded to any account other than Town of Addisons block. In the event rates are offered to attendees lower than the confirmed Town of Addison rate, the Hotel agrees that all rates for attendees will be adjusted to the lowest rate offered over the meeting dates. All reservations received after the cut off date (whether at the Town of Addison rate or higher rate), will be credited to Town of Addison block, and in the event of a dispute, Hotel agrees to match Town of Addison attendance list against its in-house reservation list for the purpose of verifying if any attendee(s) was not properly credited to Group's reservation list and room block. Hotel will provide Town of Addison with a list of attendees it found to be registered in the Hotel over the dates of Town of Addison meeting but not correctly credited to Group's reservation list and/or as part of their block. The Hotel will agree to credit Town of Addison and HelmsBriscoe for these rooms/room nights for the purposes of earned comps, performance fees and attrition.

CANCELLATION BY HOTEL

In the event that the hotel cancels the contract or otherwise is in the breach of any of the material terms and provisions in this agreement, the hotel will be liable for all damages, direct and indirect, which Town of Addison may suffer, including all costs related to rescheduling the room block and function

space. Such costs shall include, but not limited to: expenses of Town of Addison staff to research alternate facilities, including airfare; any increase in cost at the alternate facility; administrative and operational costs, including return of pre-registration fees, program printing, attendee notification, and any other costs and expenses associated with rescheduling the meeting. In the event that Town of Addison is unable to secure alternative facilities the hotel will also be liable to Town of Addison for out of pocket expenses on the canceled event. The hotel will refund all deposits within ten days of the hotel's notice of cancellation, and such notice shall constitute "cause", entitling Town of Addison to terminate its obligation under this agreement without liability.

MEETING SPACE

All space booked for meetings, meals, receptions, etc. is to be specified by name in the contract, along with the room set-up specifications, and is not to be changed under any circumstances without the prior approval of Town of Addison. The projection clearance for the general session is to be no less than 16 FT.

FORCE MAJEURE

The performance of this agreement by either party is subject to acts of God, Government regulations, terrorist acts, disaster, strikes, civil disorder, and curtailment of transportation or other emergencies making it illegal, commercially impractical, or commercially impossible to provide the facilities for the event or conduct the meeting. It is provided that this agreement may be terminated for one or more of such reasons by written notice from one party to the other. If this agreement is terminated pursuant to this section, Hotel shall refund to Town of Addison all sums, monies, deposits or prepayments made to Hotel by Town of Addison with regard to this agreement.

Hotel Representative

Town of Addison

Council Agenda Item: #2d

SUMMARY:

Staff recommends that the Council amend Chapter 78, Section 78-204 of the Town of Addison Code of Ordinances prohibiting skateboarding within 200 feet of, in, or around a public fountain, pavilion, municipal building, or other city-owned structure. This ordinance does not apply to the Les Lacs Linear Park, which is located in and around the Les Lacs subdivision and at 3901 Beltway Drive.

BACKGROUND:

The amendment of the present ordinance will specifically address damages resulting from skateboarding within the fountains in Addison Circle Park and Quorum Park, as well as, the Addison Circle Park pavilion building area. Skateboarders are causing damage to the edges and surfaces of the stone and brick paving in these parks by “grinding” and jumping their skateboards. In addition, railings, benches and other “structures” are covered under this amendment.

The present ordinance prohibits skateboarding, skating and rollerblading within the town limits except in areas zoned for residential use or in public parks. Staff recommends that these activities be allowed to continue in parks except for the areas described in the amendment. There have not been any problems staff is aware of associated with skateboarding in the town’s linear park areas.

The amendment will give Addison police officers the authority to issue citations with a penalty of a fine not to exceed \$500.

RECOMMENDATION:

Staff recommends approval.

Attachment: Amended Ordinance

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING CHAPTER 78 "TRAFFIC AND VEHICLES," OF THE CODE OF ORDINANCES OF THE TOWN OF ADDISON BY AMENDING SECTION 78-204, "SKATEBOARDS, SKATES AND ROLLERBLADES," OF ARTICLE V, "MOTORCYCLES, BICYCLES AND PLAY VEHICLES," TO DELETE SKATES AND ROLLERBLADES FROM THE ORDINANCE AND TO PROHIBIT SKATEBOARDS IN CERTAIN AREAS; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00); PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the riding or using of skateboards has caused damage to the masonry and stonework located in certain public areas in and around the Town of Addison, Texas (the "Town").

WHEREAS, the City Council desires to protect the masonry and stonework located in certain areas of the Town from being damaged by the riding or using of skateboards because to do so is in the best interests of the Town and of the public health, safety and welfare.

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

Section 1: That Section 78-204, "Skateboards, Skates and Rollerblades," of Article V, "Motorcycles, Bicycles and Play Vehicles," of Chapter 78, "Traffic and Vehicles," of The Code of Ordinances of the Town of Addison is hereby amended as follows:

Sec. 78-204. Skateboards.

- (a) *Definition.* Skateboard means a narrow board mounted on roller wheels which is propelled by human, gravitational, or mechanical power and may be operated with or without a separate steering mechanism to control the turning of the wheels.
- (b) *Prohibited.* No person shall ride or use any skateboard within 200 feet of, in, or around a public fountain, pavilion, municipal building, or other city-owned structure. This ordinance does not apply to the Les Lacs Linear Park, which is located in and around the Les Lacs subdivision and at 3901 Beltway in Addison, Texas.
- (c) *Enforcement.* Any police officer of the Town of Addison may enforce this Ordinance.

(d) *Penalty.* The penalty for violation of any provision of this section shall be a fine not to exceed the sum of \$500.00.

Section 2. Penalty. That there shall be a penalty of a fine not to exceed the sum of \$500.00 for violating Section 78-204 "Skateboards."

Section 3. Savings. That Chapter 78 "Traffic and Vehicles," of The Code of Ordinances of the Town of Addison shall remain in full force and effect save and except as amended by this ordinance.

Section 4. Severability. That the sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity which remaining portions shall remain in full force and effect.

Section 5. Effective Date. That this ordinance shall become effective from and after its date of passage and publication as may be required by law.

DULY PASSED AND APPROVED by the City Council of the Town of Addison, Texas, this the _____ day of _____, 2005.

Joe Chow, Mayor

ATTEST:

By: _____
Carmen Moran, City Secretary

APPROVED AS TO FORM:

By: _____
Kenneth C. Dippel, City Attorney

Council Agenda Item: #2e

SUMMARY:

This item is to award a bid to Stripe-A-Zone, Inc. for the installation of pavement markings at various locations.

FINANCIAL IMPACT:

Budgeted Amount: \$50,000

Cost: \$37,968.15

This project is funded for 2005 in the Street Department Operations Budget.

BACKGROUND:

On an annual basis the Street Division contracts the replacement of worn and missing pavement markings. We have identified 22 locations in need of replacement markings. These markings include stop bars, directional arrows, crosswalk bars and numerous buttons.

Prior to bids being opened on July 22, 2005, 122 vendors were notified on Demand Star and six were contacted directly. Five contractors submitted bid ranging from the low bid of \$37,968.15 to a high bid of \$92,738.50. Two of the bids submitted were unsigned and these bids were disqualified.

Stripe-A-Zone has successfully completed other pavement marking projects in Addison, the most recent one being a remarking project in the Addison Circle area in 2003.

RECOMMENDATION:

Staff recommends awarding this project in the amount of \$37,968.15 for the installation of pavement markings citywide to Stripe-A-Zone, Inc.

ReflectORIZED Pavement Markings
Bid NO 05-32

DUE: July 26, 2005
2:00 PM

BIDDER	SIGNED	Base Bid
Stripe-A-Zone, Inc.	Y	\$37,968.15
Striping Technology, LP	Y	\$69,295.80
United Rentals Highway Technologies	Y	\$92,738.50
BTA Services, Ltd.	N	Disqualified*
Texas Highway Markings	N	Disqualified*

*Disqualified because bid not signed.

Katie H. Roller

Katie H. Roller, Management Analyst

Shanna Sims

Witness

Council Agenda Item: #2f**SUMMARY:**

This item is an amendment to the Town of Addison Code of Ordinances, Section 78-167, prohibiting overnight parking at three public parking lots. These lots are the Addison Conference and Theatre Centre parking lot, the Addison Conference and Theatre Centre overflow parking lot on Morris Avenue, and the Stone Cottage parking lot.

FINANCIAL IMPACT:

Budgeted Amount: \$0.00

Cost: \$0.00

This project requires no Town funding

BACKGROUND:

Currently overnight public parking is prohibited at our municipal buildings. This is accomplished by signage prohibiting parking during the hours of 2:00 am to 6:00 a.m. This amendment adds the three parking lots mentioned above to the appropriate section of the Code accomplishing this restriction.

RECOMMENDATION:

Staff recommends this amendment adding the Conference and Theatre Centre parking lot, the Conference and Theatre Centre overflow parking lot on Morris Avenue, and the Stone Cottage parking lot to the Code of Ordinances, Section 78-167 prohibiting overnight parking.

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING SECTION 78-167 OF THE TOWN'S CODE OF ORDINANCES RELATING TO THE PROHIBITION OF OVERNIGHT PARKING IN CERTAIN PUBLIC FACILITIES BY ADDING THE ADDISON CONFERENCE AND THEATRE CENTRE, THE ADDISON CONFERENCE AND THEATRE CENTRE OVERFLOW PARKING LOT, AND ADDISON STONE COTTAGE TO THOSE PUBLIC FACILITIES AT WHICH OVERNIGHT PARKING IS PROHIBITED; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

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

Section 1. Amendment. Chapter 78, Article IV of the Addison Code of Ordinances is hereby amended in the following particulars, and all other chapters, sections, subsections, paragraphs, sentences, phrases and words of the said Code of Ordinances are not amended but are hereby ratified, verified, approved and affirmed:

A. Section 78-167, subsection (a) of the Code of Ordinances is amended so that it shall hereafter read as follows (new material is underlined):

(a) *Definitions*. For purposes of this section, the term "public facilities" shall mean and include the following facilities and property (all locations designated in this subsection are locations within the town):

- (1) Addison Town Hall, being that property located at 5300 Belt Line Road.
- (2) Addison Athletic Club, being that property located at 3900 Beltway Drive.
- (3) Addison Finance Building, being that property located at 5350 Belt Line Road.
- (4) Addison Service Center, being that property located at 16801 Westgrove Road.
- (5) Park property, meaning and including any park, athletic facility, reservation, playground, recreation center or any other area in the town, owned or used by the town and devoted to active or passive recreation and including, but not limited to, the Town Park (located south of Sidney Drive and west of Woodway Drive), Celestial Park (located at the intersection of Celestial Road and

Bellbrook Drive), the public parking spaces for Celestial Park (the "Celestial Park Parking Spaces") located on and along the south side of Celestial Road immediately across from Celestial Park, Quorum Park (located on Quorum Drive north of Keller Springs Road, and the town easement trail.

(6) Addison Conference and Theatre Centre, being that property located at 15650 Addison Road.

(7) Addison Conference and Theatre Centre overflow parking lot, being that property located at 4805 Morris Avenue.

(8) Addison Stone Cottage, being that property located at 4901 Addison Circle.

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

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

Section 4. Effective Date. This Ordinance shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the _____ day of _____, 2005.

Joe Chow, Mayor
Town of Addison, Texas

ATTEST:

By: _____
Carmen Moran, City Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

Council Agenda Item: #2g

SUMMARY:

This item is to award a bid to Sweeping Services of Texas – Operating, L.P. for citywide street sweeping.

FINANCIAL IMPACT:

Budgeted Amount: \$48,000

Cost: \$43,989.95

This project is funded for 2005 in the Street Department Operations Budget.

BACKGROUND:

The Town entered into a contract with Mr. Sweeper, Inc. in 2000 for citywide street sweeping services. This was a three-year contract that allowed for two one-year extensions. Mr. Sweeper did an excellent job for the Town and was granted the two extensions with the last one due to expire on September 30, 2005.

Bids were opened July 19, 2005 for street sweeping. Three companies submitted bids to provide this service, Mister Sweeper \$50,434, Midwest Services \$47,633.60 and Sweeping Services of Texas \$43,989.95.

Staff has checked the references submitted by the low bidder, Sweeping Services of Texas. The three cities contacted, Richardson, Rowlett and El Paso were all pleased with the service provided.

RECOMMENDATION:

Staff recommends awarding this contract in the amount of \$43,989.95 for street sweeping to Sweeping Services of Texas.

Street Sweeping
 Bid NO 05-25

DUE: July 19, 2005
 2:00 PM

BIDDER	SIGNED	Bid Bond	Addendum 1	Base Bid
Sweeping Services of Texas - Operating, L.P.	X	X	X	\$43,989.95
Midwest Services	X	X	X	\$47,633.60
Mister Sweeper	X	X	X	\$50,434.00

Katie H. Roller

Katie H. Roller, Management Analyst

Shanna Sims

Witness

Council Agenda Item: #2h**SUMMARY:**

This item is to award a bid to Durable Specialties, Inc. for the purchase and installation of a traffic signal pole on Midway Road at Belt Line Road.

FINANCIAL IMPACT:

Budgeted Amount: \$40,000

Cost: \$40,000

This project is funded for 2005 in the Street Department Operations Budget.

BACKGROUND:

The signal pole in the southwest corner of Midway Road and Belt Line Road is approximately three feet behind the curb. The pedestal and foundation supporting this pole and arm has been struck several times over the years and must be relocated. Staff has acquired an easement from the property owner to relocate this signal pole to a location further away from the curb making it less susceptible to damage in an accident.

This project includes the purchase and installation of a larger pole foundation and pole, and a longer mast arm to span the greater distance. Also included is the installation of a smaller pole with pedestrian signal head and pedestrian push button assembly.

Durable Specialties, Inc. has successfully completed numerous signal installation projects in the Town of Addison.

Prior to bids opening on July 19, 2005, 130 vendors were notified on Demand Star and four were contacted directly. Two contractors submitted bid for this project, Roadway Solutions \$49,513, and Durable Specialties \$40,000.

RECOMMENDATION:

Staff recommends awarding this project in the amount of \$40,000 to Durable Specialties, Inc.

Traffic Signal Pole Installation at Midway Road at Belt Line Road
Bid NO 05-29

DUE: July 19, 2005
2:30 PM

BIDDER	SIGNED	Bid Bond	Base Bid
Durable Specialties, Inc.	X	X	\$40,000.00
Roadway Solutions, Inc.	X	X	\$49,513.00

Katie H. Roller

Katie H. Roller, Management Analyst

Shanna Sims

Witness

Council Agenda Item: #2i

SUMMARY:

Staff recommends that the council approve final payment totaling \$84,954.00 to Insituform Technologies, Inc. for the rehabilitation of the 10-inch sanitary sewer line along Dallas Parkway, from Westgrove Road to Keller Springs Road.

FINANCIAL IMPACT:

Original Contract
Amount: \$86,650.00

Final Payment: \$84,954.00

Budgeted Amount: \$104,000.00

Funding Source: Utilities Capital Projects Fund

BACKGROUND:

This project involved the reconstruction of 2,339 linear feet of sanitary sewer lines by the installation of a resin-impregnated flexible tube. The location of this project was located along Dallas Parkway, from Westgrove Road to Keller Springs Road.

The scope of the work consisted of slip lining the existing 10-inch clay pipe sewer line that is approximately 30 years old on Dallas Parkway. It suffered from deteriorated joints and cracks, which allowed rain water to infiltrate into the pipes during wet weather.

RECOMMENDATION:

Insituform Technologies completed the work in a satisfactory manner. Staff recommends approval of final payment of \$84,650.00.

Citizen Academy Graduates
All Classes

FirstName	LastName	Street	Suite	City	State	Zip	HomePhone	OfficePhone	Email Address	Class
Anne	Adams	14893 Oaks North Dr.		Dallas	TX	75254	9723863954	9723866956	anne.adams@worldspan.com	CA00
Judy	Barrett	14637 Lexus Ave.		Addison	TX	75001-3132	9723867944	9723867944	jrbrib@msn.com	CA00
Brad	Bradbury	3918 Bobbin Ln.		Addison	TX	75001-3101	9729808106	9729808106	HCbtex@aol.com	CA00
Gilbert	Bruneman	14848 Winnwood Rd.		Dallas	TX	75254	9722333304	9724897678	gbruneman@aol.com	CA00
Merle	Bruneman	14848 Winnwood Rd.		Dallas	TX	75254	9722333304		vgburk@attbi.com	CA00
Virgil	Burkhardt	4007 Winter Park Ln.		Addison	TX	75001-4904	9724908517		hallf0367@aolcom	CA00
Wendy	Burkle	4815 Westgrove Dr.	Apt. 102	Addison	TX	75001-6101	9723804912	9725962732	hallf0367@aolcom	CA00
Karen	Gassett	16301 Ledgement Ln.	Apt. 262	Addison	TX	75001-6213	9722489513	2142372015	kkgassett@worldnet.att.net	CA00
Linda	Groce	4102 Pokolodi Cir.		Addison	TX	75001-3152	9724904326			CA00
Neil	Hewitt	4014 Morman Ln.		Addison	TX	75001-4901	9729341260	9722806716	nhewitt@us.ibm.com	CA00
Greg	Hirsch	3910 Morman Ln.		Addison	TX	75001-4409	4693740717	4693745531		CA00
Andrew	Hoelle	3914 Azure Ln.		Addison	TX	75001-3105	9722478106		ahoelle@hotmail.com	CA00
Richard	Jeffcoat	4910 Goodman Ave.	Apt. 1921	Addison	TX	75001-6677	9723851835			CA00
Robert	Karl	15658 Witt Pl.	Apt. 4236	Addison	TX	75001-3379	9727611292	9726874788	Bob Karl@msn.com	CA00
Elizabeth	Knott	14925 Oaks North Dr.		Dallas	TX	75254	9729606408	2145056555	Elizabeth@knott.org	CA00
Mark	MacMullen	16300 Ledgement Ln.	Apt. 1101	Addison	TX	75001-5943	9727358507	9727016308	mark_macmullen@hotmail.com	CA00
Jimmy	Niemann	14921 Bellbrook Dr.		Dallas	TX	75254-7673	9723873135	2147822850	iniemann@e-rewards.com	CA00
Beverly	Roberts	4040 Morman Ln.		Addison	TX	75001-7945	9723929460	9728512181	bevrob2@aol.com	CA00
Kathleen	Schaffer	17037 Knots Landing		Addison	TX	75001-5033	9722480243	9724232225	shombie@aol.com	CA00
Virginia	Wallace	14820 Le Grande Dr.		Addison	TX	75001-4911	9724507038	9729802665	vballace@comcast.net	CA00
Rainey	Ashley	17091 Upper Bay Road		Addison	TX	75001	9728183712	9727321989	lashley@pnbfinancial.com	CA02
Bob	Baumann	4004 Sherry Lane		Addison	TX	75001	9728660070	9728669199	Bob-baumann@aiti.com	CA02
Ted	Bernstein	3875 Weller Run Ct.		Addison	TX	75001	9724069677	N/A	t.bernstein@sbcglobal.net	CA02
Stephen	Blum	17030 Planters Row		Addison	TX	75001	2143947827	9727206645	Steve@frontlineimaging.com	CA02
Griffon	Bourgeois	3796 Lakeway Ct.		Addison	TX	75001	8724889444	9727596492	griffon@dallas.net	CA02
B.L.	Brady	3876 Weller Run Ct.		Addison	TX	75001	9724886791		blbrady@aol.com	CA02
Anita	Braun	14616 Lexus Avenue		Addison	TX	75001	9723850706		TKBrauns@attbi.com	CA02
Tom	Braun	14616 Lexus Dr.		Addison	TX	75001	9723850706	9725292444	TKBrauns@attbi.com	CA02
Barbara	Colegrove	15022 Bellbrook Drive		Dallas	TX	75254	9723871557		baracole@aol.com	CA02
Patricia	French	3876 Weller Run Ct.		Addison	TX	75001	9724886791	9724886791		CA02
Roberta	Hendrickson	4090 Oberlin Way		Addison	TX	75001	9724903389	4692551817	Rhenedri@AillCCisco.com	CA02
Bob	Jacoby	4016 Rive Lane		Addison	TX	75001	9722334536	2146511447	bjacoby@yahoo.com	CA02
Sheridan	Jones	3911 Bobbin Lane		Addison	TX	75001	9722392239	9722392239	thinksj@worldnet.att.net	CA02
Ursula	Kelley	14616 Heritage		Addison	TX	75001	9723850171	9725712801	ursula3ita@aol.com	CA02
Dennis	Kraft	14726 Celestial Pl.		Dallas	TX	75254	9727261812	9729915800	Krafthouse@aol.com	CA02
Irina	Marchenko	4130 Proton 50-B		Addison	TX	75001	9723874244		crockie@swbell.net	CA02
Barbara	Mathews	14625 Lexus Avenue		Addison	TX	75001	9726615485	9722326023		CA02
Roger	Mellow	14840 Lochinvar Drive		Dallas	TX	75254	9723875785	9723875785	Roger@mellownet.com	CA02
Margaret	Miles	14664 Bentwater Ct.		Addison	TX	75001	9722436068		fancitoo@attbi.com	CA02
Marti	Olden	3800 Waterside Ct.		Addison	TX	75001	9722474151	9728512196	mario@flash.net	CA02
John	Parker	14677 Wayside Ct.		Addison	TX	75001	9722441833	9724041034	jbpph20@aol.com	CA02
Skip	Robbins	14770 Maiden Ct.		Dallas	TX	75254	9727884083	9726057526	skip1019@aol.com	CA02
Phyllis	Silver	15720 Artist Way #4912		Addison	TX	75001	9726224340	9726224340		CA02
Donald	Walden	3785 Waterford Drive		Addison	TX	75001-7955	9722412857			CA02

**Citizen Academy Graduates
All Classes**

John	Bailey	4093 Oberlin Way		Addison TX	75001	2147271347	9726618472	jbailey@mtiamerica.com	CA04
Cathy K.	Bernstein	3875 Weller Run Ct.		Addison TX	75001	9724069677	n/a	t.bernstein@sbcglobal.net	CA04
Robert D.	Brewster	3781 Waterside Ct.		Addison TX	75001	9722475968	9724208314	Frog4900@aol.com	CA04
James R.	Christensen	3880 Emerald Ct.		Addison TX	75001	9726201270	9726503434	jim-christensen@webtv.net	CA04
Alessandra	Day	14593 Blueberry Ct.		Addison TX	75001	97240-0959		m.day7@comcast.net	CA04
Michael	Day	14593 Blueberry Ct.		Addison TX	75001	9724060959		m.day7@comcast.net	CA04
Chris	DeFrancisco	3917 Bobbin Ln.		Addison TX	75001	9723923572	2145154964	Christdefrancisco@frosbank.com	CA04
Kathryn	Farrer	4815 Westgrove Dr.	#301	Addison TX	75001	9727139293	n/a	KLFARRER@EV1.net	CA04
Gena Lou	Fulmer	17031 Knots Landing		Addison TX	75001	9722500127	9727536841	genaf@comcast.net	CA04
Carlena	Gilbreth	3728 Brookhaven Club Dr.		Addison TX	75001	9722432861	n/a	n/a	CA04
Glenda	Hoelle	3914 Azure Ln.		Addison TX	75001	9722478106	n/a	ghoelle@yahoo.com	CA04
Albert	Jandura	14936 Oaks North Dr.		Dallas TX	75254	9727020202	9727020202	AJANDURA@swbell.net	CA04
Richard E.	Jeffcoat	4910 Goodman Ave.	#1921	Addison TX	75001	9723851835	n/a	n/a	CA04
Todd C.	Meier	14857 Towne Lake Cir.		Addison TX	75001	9722395882	2145618731	TCM51@msn.com	CA04
Daniel	Moulton	3901 Azure Ln.		Addison TX	75001	9726207523	9726207523	dan.moulton@comcast.net	CA04
Bianca	Noble	4008 Bobbin Ln.		Addison TX	75001	9723858573	9724533186	bianca.noble@verizon.com	CA04
Scott	Noble	4008 Bobbin Ln.		Addison TX	75001	9723858573	9723851880	snoble_99@yahoo.com	CA04
Cathy A.	Norton	14640 Waterview Cr.		Addison TX	75001	9722474047	2143609951	calicatnortone@yahoo.com	CA04
Teresa	Perry	3837 Azure Ln.		Addison TX	75001	9724881862	4692313353	bperrybap@comcast.net	CA04
Sandra	Silver	3822 Canot Ln.		Addison TX	75001	9722430023	9724580400	SJSILVER@swbell.net	CA04
Sheldon	Srulevitch	3802 Park Pl.		Addison TX	75001	9722479667	n/a	RBS99@aol.com	CA04
Sara Lynn	Stokes	3901 Azure Ln.		Addison TX	75001	9726207523	2147682270	lynnstokes@comcast.net	CA04
Alden D.	Tinnin	4130 Proton Dr.	#50-B	Addison TX	75001	9723874244	9727649386	atinnin@swbell.net	CA04
Lori	Ward	14801 Lake Forest Dr.		Dallas TX	75254	9723929295	2148407188	Loriward@Deloitte.com	CA04
Kathryn	Wheeler	14925 Havenshire Pl.		Dallas TX	75254	9725036777	n/a	wheelerskw@comcast.net	CA04
Teresa J.	Wilkin	4133 Towne Green Cir.		Addison TX	75001	2146931503	n/a	teresawilkin@yahoo.com	CA04
Alan	Wood	14609 Lexus Ave.		Addison TX	75001	9729912911	2145593900	alan.b.wood@sbcglobal.net	CA04
Katherine	Wood	14609 Lexus Ave.		Addison TX	75001	9729912911	n/a	Wood_family@sbcglobal.net	CA04
Stanley	Attuguayefio	17200 Westgrove Dr.	Apt. 434	Addison TX	75001	9722503178	N/A		CA98
Bob	Barrett	14637 Lexus Ave.		Addison TX	75001-3132	9723867944	9723867944	jbrrlb@msn.com	CA98
Laurel	Brewster	3822 Azure Ln.		Addison TX	75001-7901			laurel.brewster@dal.frb.org	CA98
Robert	Brewster	3822 Azure Lane		Addison TX	75001				CA98
Lary	Brown	383 Lakeview Court		Addison TX	752001	9726207098	9729970700		CA98
John	Caris	3883 Weller Run Ct.		Addison TX	75001	9722472988			CA98
Doreen	Cluck	3734 Brookhaven Club Dr.		Addison TX	75001	9722413905			CA98
John	Cummings	3817 Azure Ln.		Addison TX	75001-7902	9722471384			CA98
Don	Daseke	5656 Celestial Rd.		Dallas TX	75254	9729609015			CA98
Carol	Doepfner	4006 Bobbin Ln.		Addison TX	75001-3103	9722339722	9723073229		CA98
Mary	Edrich	4015 Bobbin Ln.		Addison TX	75001-3104	9723927561	9723927561	blbrady1@aol.com	CA98
Bonnie	Hill	14700 Marsh Ln.	#1025	Addison TX	75001	9724889991	9724889990		CA98
David	Holmes	3880 Lakeview Ct.		Addison TX	75001	9726209755	9728889382		CA98
Charles	Hughes	14639 Waterview Circle		Addison TX	75001				CA98
Paula	Jandura	14936 Oaks North Dr.		Dallas TX	75254	9727020202		jandura@swbell.net	CA98
John	Jefferis	4015 Bobbin Ln.		Addison TX	75001-3104				CA98
Robert	Mason	3834 Azure Lane		Addison TX	75001	9722410964			CA98

**Citizen Academy Graduates
All Classes**

John	Meleky	17030 Vinland Dr.	Addison	TX	75001	9722484799	9727132895	CA98
Karen	O'Neill	14723 Sherlock Dr.	Addison	TX	75001-3116	9727749534	9726630500	CA98
Peggy	Petty	3768 Waterford Dr.	Addison	Tx	75001	9724843628	2148558205	CA98
Dee	Saunders	3796 Waterford Dr.	Addison	TX	75001-7952	9724881914		CA98
Joan	Tuma	4021 Azure Lane	Addison	TX	75001	9723850421		CA98
Dale	Wilcox	3868 Lakeview Ct.	Addison	TX	75001			CA98

 1998 Graduates

 2000 Graduates

 2002 Graduates

 2004 Graduates

Previous Leadership Metrocrest Participants

Resident Appointments

Rich Beckert
Brad Bradbury
Virgil Burkhart
Greg Hirsch
Elizabeth Knott
Roger Mellow
Scott Wheeler

Staff Appointments

Mark Acevedo
Sharon Bell
Rob Bourestom
Ron Davis
Hamid Khaleghipour
Noel Padden
Robert Phillips
Chris Terry

Citizen Academy Graduates
All Classes

FirstName	LastName	Street	Suite	City	State	Zip	HomePhone	OfficePhone	Email Address	Class
Anne	Adams	14893 Oaks North Dr.		Dallas	TX	75254	9723863954	9723869656	anne.adams@worldspan.com	CA00
Judy	Barrett	14637 Lexus Ave.		Addison	TX	75001-3132	9723867944	9723867944	jrbrb@msn.com	CA00
Brad	Bradbury	3918 Bobbin Ln.		Addison	TX	75001-3101	9729808106	9729808106	HCbtex@aol.com	CA00
Gilbert	Bruneman	14848 Winnwood Rd.		Dallas	TX	75254	9722333304	9724897678	gbruneman@aol.com	CA00
Merle	Bruneman	14848 Winnwood Rd.		Dallas	TX	75254	9722333304			CA00
Virgil	Burkhardt	4007 Winter Park Ln.		Addison	TX	75001-4904	9724908517		vgburk@attbi.com	CA00
Wendy	Burkle	4815 Westgrove Dr.	Apt. 102	Addison	TX	75001-6101	9723804912	9725962732	halif0367@aol.com	CA00
Karen	Gassett	16301 Ledgemont Ln.	Apt. 262	Addison	TX	75001-6213	9722489513	2142372015	kkgassett@worldnet.att.net	CA00
Linda	Groce	4102 Pokolodi Cir.		Addison	TX	75001-3152	9724904326			CA00
Neil	Hewitt	4014 Morman Ln.		Addison	TX	75001-4901	9729341260	9722806716	nhewitt@us.ibm.com	CA00
Greg	Hirsch	3910 Morman Ln.		Addison	TX	75001-4409	4693740717	4693745531		CA00
Andrew	Hoelle	3914 Azure Ln.		Addison	TX	75001-3105	9722478106		ahoele@hotmail.com	CA00
Richard	Jeffcoat	4910 Goodman Ave.	Apt. 1921	Addison	TX	75001-3379	9723851835			CA00
Robert	Karl	15658 Witt Pl.	Apt. 4236	Addison	TX	75001-3379		9726874788	Bob Karl@msn.com	CA00
Elizabeth	Knott	14925 Oaks North Dr.		Dallas	TX	75254	9729606408	2145056555	Elizabeth@knoitt.org	CA00
Mark	MacMullen	16300 Ledgemont Ln.	Apt. 1101	Addison	TX	75001-5943	9727358507	9727016308	mark macmullen@hotmail.com	CA00
Jimmy	Niemann	14921 Bellbrook Dr.		Dallas	TX	75254-7673	9723873135	2147822850	jniemann@e-rewards.com	CA00
Beverly	Roberts	4040 Morman Ln.		Addison	TX	75001-7945	9723929460	9728512181	bevrob2@aol.com	CA00
Kathleen	Schaffer	17037 Knots Landing		Addison	TX	75001-5033	9722480243	9724232225	shomble@aol.com	CA00
Virginia	Wallace	14820 Le Grande Dr.		Addison	TX	75001-4911	9724507038	9729802665	vballace@comcast.net	CA00
Rainey	Ashley	17091 Upper Bay Road		Addison	TX	75001	9728183712	9727321989	lashley@pnbinancial.com	CA02
Bob	Baumann	4004 Sherry Lane		Addison	TX	75001	9728660070	9728669199	Bob-baumann@attt.com	CA02
Ted	Bernstein	3875 Weller Run Ct.		Addison	TX	75001	9724069677	N/A	t.bernstein@sbcglobal.net	CA02
Stephen	Blum	17030 Planters Row		Addison	TX	75001	2143947827	9727206645	Steve@fronlinimaging.com	CA02
Griffon	Bourgeois	3796 Lakeway Ct.		Addison	TX	75001	8724889444	9727596492	griffon@dallas.net	CA02
B.L.	Brady	3876 Weller Run Ct.		Addison	TX	75001	9724886791		blbrady@aol.com	CA02
Anita	Braun	14616 Lexus Avenue		Addison	TX	75001	9723850706		TKBrauns@attbi.com	CA02
Tom	Braun	14616 Lexus Dr.		Addison	TX	75001	9723850706	9725292444	TKBrauns@attbi.com	CA02
Barbara	Colegrove	15022 Bellbrook Drive		Dallas	TX	75254	9723871557		baracole@aol.com	CA02
Patricia	French	3876 Weller Run Ct.		Addison	TX	75001	9724886791	9724886791		CA02
Roberta	Hendrickson	4090 Oberlin Way		Addison	TX	75001	9724903389	4692551817	Rhenedri@AII_Cisco.com	CA02
Bob	Jacoby	4016 Rive Lane		Addison	TX	75001	9722334536	2146511447	bjacoby@yahoo.com	CA02
Sheridan	Jones	3911 Bobbin Lane		Addison	TX	75001	9722392239	9722392239	thinkski@worldnet.att.net	CA02
Ursula	Kelley	14616 Heritage		Addison	TX	75001	9723850171	9725712801	ursula3ita@aol.com	CA02
Dennis	Kraft	14726 Celestial Pl.		Dallas	TX	75254	9727261812	9729915800	Krafthouse@aol.com	CA02
Irina	Marchenko	4130 Proton 50-B		Addison	TX	75001	9723874244		crockie@swbell.net	CA02
Barbara	Mathews	14625 Lexus Avenue		Addison	TX	75001	9726615485	9722326023		CA02
Roger	Mellow	14840 Lochinvar Drive		Dallas	TX	75254	9723875785	9723875785	Roger@mellownet.com	CA02
Margaret	Miles	14664 Bentwater Ct.		Addison	TX	75001	9722436068		fancitoo@attbi.com	CA02
Marti	Olden	3800 Waterside Ct.		Addison	TX	75001	9722474151	9728512196	martio@flash.net	CA02
John	Parker	14677 Wayside Ct.		Addison	TX	75001	9722441833	9724041034	ibpnh20@aol.com	CA02
Skip	Robbins	14770 Maiden Ct.		Dallas	TX	75254	9727884083	9726057526	skip1019@aol.com	CA02
Phyllis	Silver	15720 Artist Way #4912		Addison	TX	75001	9726224340	9726224340		CA02
Donald	Walden	3785 Waterford Drive		Addison	TX	75001-7955	9722412857			CA02

**Citizen Academy Graduates
All Classes**

John	Bailey	4093 Oberlin Way	Addison TX	75001 TX	2147271347	9726618472	jbailey@mtiamerica.com	CA04
Cathy K.	Bernstein	3875 Weller Run Ct.	Addison TX	75001 TX	9724069677	n/a	t.bernstein@sbcglobal.net	CA04
Robert D.	Brewster	3781 Waterside Ct.	Addison TX	75001 TX	9722475968	9724208314	Frog4900@aol.com	CA04
James R.	Christensen	3880 Emerald Ct.	Addison TX	75001 TX	9726201270	9726503434	jim-christensen@webtv.net	CA04
Alessandra	Day	14593 Blueberry Ct.	Addison TX	75001 TX	97240-0959		m.day7@comcast.net	CA04
Michael	Day	14593 Blueberry Ct.	Addison TX	75001 TX	9724060959		m.day7@comcast.net	CA04
Chris	DeFrancisco	3917 Bobbin Ln.	Addison TX	75001 TX	9723923572	2145154964	Christdefrancisco@frosbank.com	CA04
Kathryn	Farrer	4815 Westgrove Dr.	Addison TX	75001 TX	9727139293	n/a	KLFRARRER@EV1.net	CA04
Gena Lou	Fulmer	17031 Knots Landing	Addison TX	75001 TX	9722500127	9727536841	genaf@comcast.net	CA04
Carlana	Gilbreth	3728 Brookhaven Club Dr.	Addison TX	75001 TX	9722432861	n/a	n/a	CA04
Glenda	Hoelle	3914 Azure Ln.	Addison TX	75001 TX	9722478106	n/a	ghoelle@yahoo.com	CA04
Albert	Jandura	14936 Oaks North Dr.	Dallas TX	75254 TX	9727020202	9727020202	AJANDURA@swbell.net	CA04
Richard E.	Jeffcoat	4910 Goodman Ave.	Addison TX	75001 TX	9723851835	n/a	n/a	CA04
Todd C.	Meier	14857 Towne Lake Cir.	Addison TX	75001 TX	9722395882	2145618731	TCM51@msn.com	CA04
Daniel	Moulton	3901 Azure Ln.	Addison TX	75001 TX	9726207523	9726207523	dan.moulton@comcast.net	CA04
Bianca	Noble	4008 Bobbin Ln.	Addison TX	75001 TX	9723858573	9724533186	bianca.noble@verizon.com	CA04
Scott	Noble	4008 Bobbin Ln.	Addison TX	75001 TX	9723858573	9723851880	snoble_99@yahoo.com	CA04
Cathy A.	Norton	14640 Waterview Cr.	Addison TX	75001 TX	9722474047	2143609951	calicatnortone@yahoo.com	CA04
Teresa	Perry	3837 Azure Ln.	Addison TX	75001 TX	9724881862	4692313353	bperrybap@comcast.net	CA04
Sandra	Silver	3822 Canot Ln.	Addison TX	75001 TX	9722430023	9724580400	SJSILVER@swbell.net	CA04
Sheldon	Srulevitch	3822 Park Pl.	Addison TX	75001 TX	9722479667	n/a	RBS99@aol.com	CA04
Sara Lynn	Stokes	3901 Azure Ln.	Addison TX	75001 TX	9726207523	2147682270	lynnstokes@comcast.net	CA04
Alden D.	Tinnin	4130 Proton Dr.	Addison TX	75001 TX	9723874244	9727649386	atinnin@swbell.net	CA04
Lori	Ward	14801 Lake Forest Dr.	Dallas TX	75254 TX	9723929295	2148407188	Loriward@Deloitte.com	CA04
Kathryn	Wheeler	14925 Havenshire Pl.	Dallas TX	75254 TX	9725036777	n/a	wheelerskw@comcast.net	CA04
Teresa J.	Wilkin	4133 Towne Green Cir.	Addison TX	75001 TX	2146931503	n/a	teresawilkin@yahoo.com	CA04
Alan	Wood	14609 Lexus Ave.	Addison TX	75001 TX	9729912911	2145593900	alan.b.wood@sbcglobal.net	CA04
Katherine	Wood	14609 Lexus Ave.	Addison TX	75001 TX	9729912911	n/a	Wood_family@sbcglobal.net	CA04
Stanley	Attuguayefio	17200 Westgrove Dr.	Addison TX	75001 TX	9722503178	N/A		CA98
Bob	Barrett	14637 Lexus Ave.	Addison TX	75001-3132 TX	9723867944	9723867944	jrbrlb@msn.com	CA98
Laurel	Brewster	3822 Azure Ln.	Addison TX	75001-7901 TX			laurel.brewster@dal.frb.org	CA98
Robert	Brewster	3822 Azure Lane	Addison TX	75001 TX				CA98
Lary	Brown	383 Lakeview Court	Addison TX	752001 TX	9726207098	9729970700		CA98
John	Caris	3883 Weller Run Ct.	Addison TX	75001 TX	9722472988			CA98
Doreen	Cluck	3734 Brookhaven Club Dr.	Addison TX	75001 TX	9722413905			CA98
John	Cummings	3817 Azure Ln.	Addison TX	75001-7902 TX	9722471384			CA98
Don	Daseke	5656 Celestial Rd.	Dallas TX	75254 TX	9729609015			CA98
Carol	Doepfner	4006 Bobbin Ln.	Addison TX	75001-3103 TX	9722339722	9723073229		CA98
Mary	Edrich	4015 Bobbin Ln.	Addison TX	75001-3104 TX	9723927561	9723927561	blbrady1@aol.com	CA98
Bonnie	Hill	14700 Marsh Ln.	Addison TX	75001 TX	9724889991	9724889990		CA98
David	Holmes	3880 Lakeview Ct.	Addison TX	75001 TX	9726209755	9728889382		CA98
Charles	Hughes	14639 Waterview Circle	Addison TX	75001 TX				CA98
Paula	Jandura	14936 Oaks North Dr.	Dallas TX	75254 TX	9727020202		jandura@swbell.net	CA98
John	Jefferis	4015 Bobbin Ln.	Addison TX	75001-3104 TX				CA98
Robert	Mason	3834 Azure Lane	Addison TX	75001 TX	9722410964			CA98

**Citizen Academy Graduates
All Classes**

John	Meleky	17030 Vinland Dr.	Addison TX	75001	9722484799	9727132895	CA98
Karen	O'Neill	14723 Sherlock Dr.	Addison TX	75001-3116	9727749534	9726630500	CA98
Peggy	Petty	3768 Waterford Dr.	Addison Tx	75001	9724843628	2148558205	CA98
Dee	Saunders	3796 Waterford Dr.	Addison TX	75001-7952	9724881914		CA98
Joan	Tuma	4021 Azure Lane	Addison TX	75001	9723850421		CA98
Dale	Wilcox	3868 Lakeview Ct.	Addison TX	75001			CA98



1998 Graduates



2000 Graduates



2002 Graduates



2004 Graduates

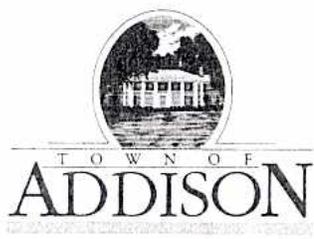
Previous Leadership Metrocrest Participants

Resident Appointments

Rich Beckert
Brad Bradbury
Virgil Burkhart
Greg Hirsch
Elizabeth Knott
Roger Mellow
Scott Wheeler

Staff Appointments

Mark Acevedo
Sharon Bell
Rob Bourestom
Ron Davis
Hamid Khaleghipour
Noel Padden
Robert Phillips
Chris Terry



50 YEARS OF FUN!

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

FAX (972) 450-7043

July 1, 2005

STAFF REPORT

RE: Case 1497-Z/Town of Addison

REQUEST: Approval of an amendment to Ordinance No. 097-029 of the Town of Addison, relating to the zoning of that area of the Town commonly referred to as Addison Circle, currently zoned UC, Urban Center District, by amending the Concept Plan, adopted by Ordinance 097-029, by deleting or otherwise amending there from the floor-to-area provisions (Maximum floor areas) for the Commercial sub-district.

APPLICANT: Town of Addison, represented by Carmen Moran

DISCUSSION:

Background. A couple of months ago, the P&Z and Council reviewed a request from the staff to amend the UC district ordinance text in order to change the requirement for residential acreage on the land east of Spectrum Drive from 30% to 50%. That request was made in order to accommodate the SNK Realty proposal for a residential development. At that time, we discussed the requirement and its original intent, and we also discussed how the original developers, and their goals and concerns, had changed as the district has developed.

At this time, the staff has been made aware of another situation in the UC – Commercial subdistrict that is causing a problem for SNK Realty. As was noted in the staff report for the percentage change, the original developers for Addison Circle were Columbus Realty Trust (which later sold to Post Properties) and Gaylord Properties. Gaylord Properties originally owned all of the land in Addison Circle, but it entered into a joint venture with Columbus that made the two companies co-developers of all land between

Spectrum Drive and the western boundary of the district. However, Gaylord retained sole ownership of the land between Spectrum and the Tollway. Gaylord had high-density office zoning for all of the land when the Addison Circle plan was being drafted, and it did not want to give that up. On the other hand, the Town and Post Properties did not want to see the land along Quorum Drive developed with high-density office buildings, so the concept of two separate sub-districts was developed. The two sub-districts are the Residential sub-district, which covers all land between Spectrum Drive and the western boundary of the district, and the Commercial sub-district, which covers all land between Spectrum Drive and the Tollway.

Ordinance 097-029 was approved by the City Council on June 24, 1997. The Ordinance rezoned the property east of Spectrum Drive (a proposed street in 1997, which has now been constructed) into the Urban Center (UC) zoning district. The ordinance also approved a concept plan, which limited the FAR (floor-to-area ratio) that could be developed on the tracts. Floor-to-area ratio is a term that the real estate industry uses to describe the amount of building that can be developed on a tract of land. For example, if a property owner had a one-acre tract (43,560 sq. ft.) with a FAR of 4 to 1, he could develop a 174,240 square-foot building on that tract ($43,560 \times 4 = 174,240$). A copy of the 1997 concept plan is attached.

FARs are typically found in zoning ordinances, and they give realtors a quick measure of how much building can be put on a tract of land, which often controls the price of the land. Addison does not typically use FARs in its zoning ordinance, but controls development density through parking requirements, height limits, setbacks, and landscaping. Developers and land appraisers do not particularly like Addison's "no FAR" method because an FAR gives developers, a stated density. In Addison's ordinance, a developer must actually lay out a development plan and derive a density. Addison does not typically use FARs because Addison's early developers felt that since the land in Addison was very expensive, developers should not be limited by an FAR, but should be able to maximize development on the land, particularly if they put the parking underground. Therefore, all of Addison's other zoning districts do not have an FAR number in them.

However, in the Urban Center district, the original developers, Columbus Realty Trust and Gaylord, wanted to protect their development rights. They wanted to put FARs in the UC district concept plan in order to keep the residential sub-district from building out with multi-story office buildings, while allowing greater densities in the Commercial sub-district. The staff believed at the time that density would be controlled in the district by heights (both minimum and maximum), setbacks, and lot coverage factors, but the two original developers wanted an easily quantifiable density number that would give them an assurance of density, and would allow them to market the property to potential purchasers.

Staff would note that we are only talking about deleting the FARs for the Commercial sub-district. There are also FARs in the Residential subdistrict, which is the land between Spectrum Drive and the western boundary of the district. Staff now has development plans for all tracts within the Residential sub-district, and those plans are in conformance with the stated FARs. Staff would still not like to see the residential sub-district redeveloped with high-density office buildings; therefore, staff wants to keep the Residential sub district FARs in place.

Present Request. After the adoption of the concept plan in 1997, the two tracts shown on the plan as C-A and C-B were subdivided and sold by Gaylord to three owners. The three owners are NewSource Financial (soon to be SNK Realty), Robert Shaw, and Roger Staubach. Those three owners decided to allocate the FARs allowed on the tracts among themselves. They drew up a civil agreement, which is still in effect, that gives each owner a maximum allowed FAR. The agreement stipulates that if any owner gets a variance from the City to increase his density, the variance cannot cause the remaining owners to lose any density. This is a civil agreement that the City has no part in. In fact, the staff did not even know the agreement existed. However, the agreement also carries a clause that states that if the City deletes the FAR requirements, the agreement is automatically null and void.

The City recently approved a development plan for SNK Realty. That plan is in conformance with the City's FAR allocation for the Commercial sub-district and does not violate the concept plan. However, the concept plan for SNK Realty gives SNK Realty an increase in density over what the civil agreement allows.

SNK Realty and the staff have come up with three solutions that will resolve the civil agreement problem and allow the sale of the property to close. The first solution requires SNK Realty to go to Mr. Shaw and Mr. Staubach and get them to agree to a reduction in their development density. Mr. Shaw's tract has already been developed with the Aventura project; therefore, the reduction in density would have to come from Mr. Staubach's tract. While both property owners might agree to reallocate the FARs, it would take several weeks to work out the details of the new agreement. The second solution would require the city to reallocate the FARs to the same tracts as the civil agreement, and the third solution would delete the FARs for the Commercial sub-district altogether.

The staff has considered both options that involve the Town, and believes it would be cleaner to just delete the Commercial sub-district FARs altogether. As mentioned above, the staff was never in support of using FARs because they limit density and do

not reward those developers who utilize underground parking. In addition, they are cumbersome to calculate, and everyone calculates them differently. In some instances, parking structures are counted, in other instances not. Over the span of several years, it is difficult to keep up with the methodology for figuring the FARs, particularly as staff people change.

Staff believes that the deletion of the FAR allocations from the concept plan will not make any difference in the way the district develops because the Aventura is already in place and the concept plan for SNK Realty has already been approved. There is only one undeveloped tract (the tract belonging to Mr. Staubach) remaining in the district, and it is restricted, by both a deed restriction and the UC ordinance text, to either hotel or office development. Any building developed on that site cannot be taller than 160 feet (the approximate height of the Addison Circle One building) due to FAA height restrictions.

Although the Town does not see an office building in the near future for this tract, it would like to see the remaining tract develop with as much office density as possible in order to make Addison Circle a live-work-play neighborhood. Office buildings in the district provide day-time customers for the restaurants and shops in the district. Those day-time customers help keep the shops open so that the neighborhood amenities, such as restaurants, that the residents moved in to enjoy can stay viable. In addition, they provide jobs that the Addison Circle residents can walk to. Staff believes that as gasoline prices continue to increase, the ability to walk to work will grow increasingly important. The tract might also develop with a hotel, and staff believes that a full-service hotel on this site would be another welcome addition to the district.

Staff believes that the ordinance contains sufficient controls on the development of the one remaining site through setback requirements, lot coverage factors, parking requirements, and height controls. In addition, any development on the site must be reviewed and approved by the Planning and Zoning Commission and City Council. Therefore, staff does not feel that the FAR requirements are needed.

RECOMMENDATION:

In 1993, when the staff began working on the UC district ordinance, it was laying out almost 85 acres of raw land to be developed over the next 15 years. The staff tried to write an ordinance that would anticipate every possible future situation. Since 1993, many of the situations the staff tried to anticipate have not happened, and as the district has developed, the chances of those situations arising have been eliminated. Each building that is constructed in the district eliminates a development "variable."

The Town has amended the UC district ordinance text several times in order to make it better fit the changing environment in the district. In this instance, it is not the text, but the concept plan that needs amending. Staff believes that the deletion of FAR requirements will make the ordinance simpler to administer in the future. It will solve the civil problem for SNK Realty, but will not detriment any other property owners in the district.

Staff recommends approval of an amendment to Ordinance No. 097-029 of the Town of Addison, relating to the zoning of that area of the Town commonly referred to as Addison Circle, currently zoned UC Urban Center District, by amending the Concept Plan, adopted by Ordinance 097-029, by deleting or otherwise amending there from the floor-to-area provisions (maximum floor areas) for the Commercial sub-district.

Respectfully submitted,

A handwritten signature in black ink that reads "CMORAN". The letters are stylized and connected, with a large "C" at the beginning.

Carmen Moran
Director of Development Services

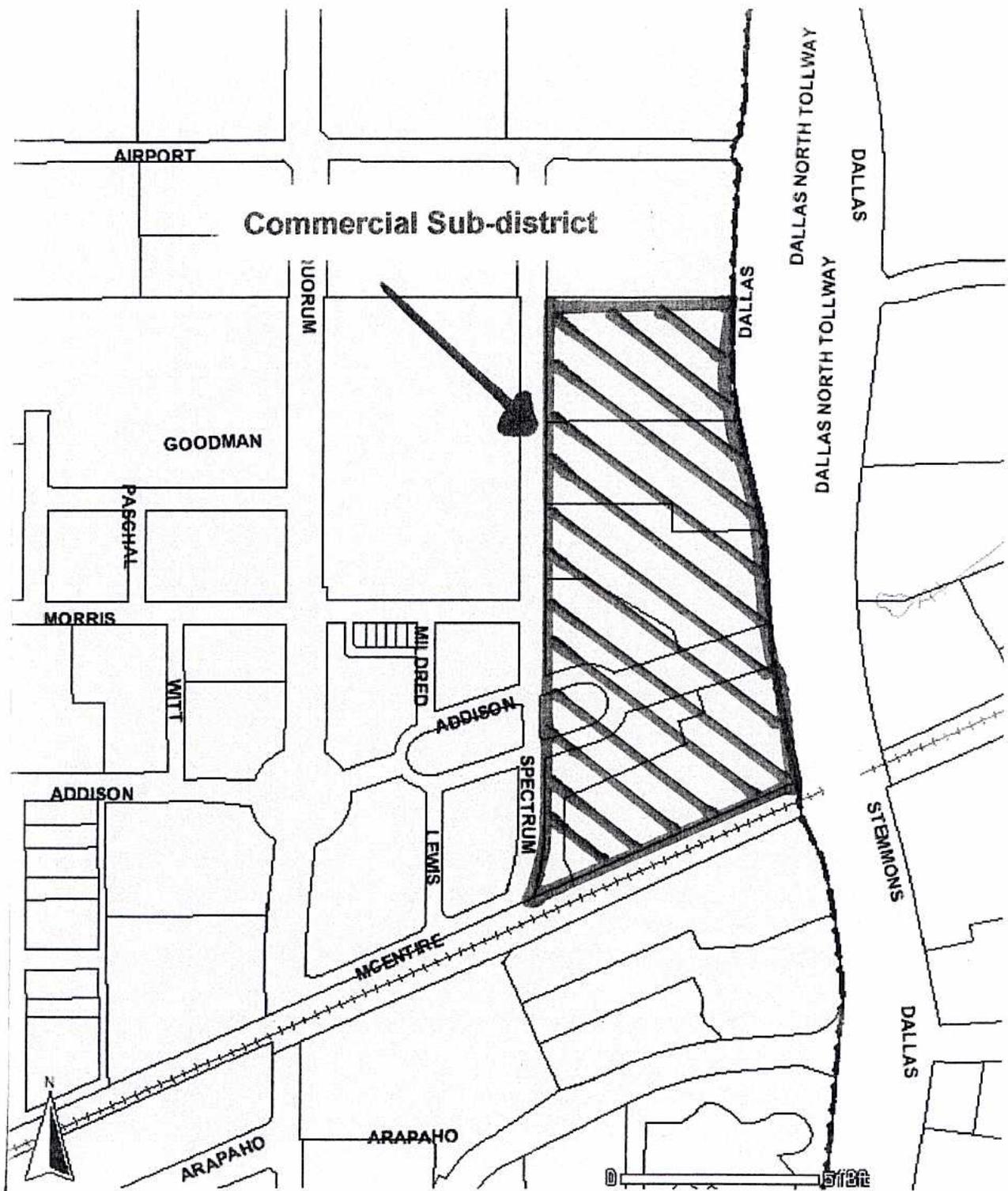
COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on August 4, 2005, voted to recommend approval of an amendment to Ordinance No. 097-029 of the Town of Addison, relating to the zoning of that area of the Town commonly referred to as Addison Circle, currently zoned UC Urban Center District, by amending the Concept Plan, adopted by Ordinance 097-029, by indicating the maximum floor area amount for each tract in the Commercial subdistrict as "Total Floor Area – No Maximum" in each applicable space.

Voting Aye: Bernstein, Doepfner, Knott, Meier, Wood

Voting Nay: None

Absent: Chafin, Jandura



VARIATIONS/ALTERATIONS:

1. ANY OF USES FOR SEPARATE PHASES
2. FLOOR AREAS BY CATEGORY OF USE
3. LOCATIONS OF PRIVATE RECREATION AREAS
4. A DETAILED TIME SCHEDULE FOR PHASES AND ALTERNATIVE USES. THIS CONCEPT PLAN INCLUDES A GENERAL TIME SCHEDULE AND PHASING SEQUENCING FOR THE RESIDENTIAL SUBDISTRICT
5. STREET ADDRESS, NAMES OF STREETS, STREET NUMBERING, FINAL LOCATION OF AVENUE STREETS (SHOWING LOCATION FOR NEWS STREETS ARE PRELIMINARY ONLY), AND DETAILS REGARDING ROADS OFWAYS AND ESTABLISHMENTS TO BE MAINTAINED.

GENERAL NOTES:

1. ANY STREET DESIGNATIONS THAT ARE NOT WITHIN THE BOUNDARIES OF THE DISTRICT HAVE NOT BEEN REVIEWED AND DO NOT COMMIT THE CITY OR INDICENT PROPERTY OWNERS TO OBTAIN AND MAINTAIN AGREEMENTS FOR THE CONSTRUCTION OF SUCH STREETS.
2. A PHASE STREET DESIGN PLAN FOR THE DISTRICT ADDRESSING FINAL STREET LOCATIONS, INTERSECTION RADIUS, ROTARY DESIGN, SPECTRA ROAD CROSSING OF AIR ROADLINE, DEAD-END STREETS, AND SHAWL CONSIDERATIONS SHOWN ON THE STREET DESIGN AREA, SET OUT FROM THE CONCEPT PLAN, SHALL BE SUBMITTED FOR STAFF APPROVAL IN ACCORDANCE WITH STANDARDS IN THE CITY'S SUBDIVISION PERFORMANCE PLAN AND THE CODE PRIOR TO APPROVAL OF THE FIRST DEVELOPMENT PLAN FOR THE DISTRICT.
3. A FINAL UTILITY AND DRAINAGE PLAN FOR THE DISTRICT ADDRESSING UTILITIES AND DRAINAGE FOR BOTH THE DISTRICT AND THE PHASES NORTH AND WEST OF THE PROPOSED DISTRICT SHALL BE SUBMITTED FOR STAFF APPROVAL IN ACCORDANCE WITH THE CITY STANDARDS FOR UTILITY AND DRAINAGE FACILITY CONSTRUCTION, PRIOR TO APPROVAL OF THE FIRST DEVELOPMENT PLAN FOR THE DISTRICT.
4. ALL OPEN SPACE IN PHASE ONE, WHICH INCLUDES TRACTS O-1, O-2, AND O-3, SHALL BE DEDICATED THROUGH A SUBDIVISION PLAN PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR THE FIRST DEVELOPMENT IN PHASE ONE.
5. ALL OPEN SPACE IN PHASE TWO, WHICH INCLUDES O-4, O-5, O-6, AND O-7, SHALL BE DEDICATED THROUGH A SUBDIVISION PLAN PRIOR TO THE ISSUANCE OF A BUILDING PERMIT AS REQUIRED BY THE ORDINANCE AND ALL FOLLOWING TRACT O-8 AND O-9 SHALL BE DEDICATED BY PLAT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT ON THE FIRST DEVELOPMENT IN PHASE II. TRACT O-7 SHALL BE DEDICATED WITH THE SUBMISSION OF A PLAT FOR TRACT O-7, AND O-8 SHALL BE DEDICATED WITH THE SUBMISSION OF A PLAT FOR TRACT O-8.

PHASE THREE

RESIDENTIAL SUBDISTRICT

PHASE ONE

PHASE TWO

COMMERCIAL SUBDISTRICT

RESIDENTIAL SUBDISTRICT

RESIDENTIAL UNITS REQUIRED TO MEET THE 1,500 UNIT MINIMUM SHALL BE DEVELOPED ON THOSE SITES DESIGNATED MIXED-USE RESIDENTIAL IN PHASES 1 AND 2.

MIXED USE WITH RESIDENTIAL (RESIDENTIAL WITH NON-RESIDENTIAL GROUND FLOOR USES)

MIXED USE WITH RESIDENTIAL ALTERNATIVE USE; MIXED USE WITHOUT RESIDENTIAL

COMMERCIAL SUBDISTRICT

MIXED USE WITH RESIDENTIAL ALTERNATIVE USE; MIXED USE WITHOUT RESIDENTIAL

PUBLIC OPEN SPACE

PUBLIC OPEN SPACE FOR EACH PHASE TO BE DEDICATED BY PLAT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT ON THE FIRST DEVELOPMENT WITHIN THAT PHASE.

CONCEPT PLAN



Tract	Approx. Net Acreage	Use	Area (sq ft)	Net FAR (1 TO 1 gross)
A. RESIDENTIAL SUBDISTRICT				
Phase One				
1-A	1.3	Mixed Use with Residential	145,000	3.80
1-B	1.48	Mixed Use with Residential	163,700	4.10
1-C	1.46	Mixed Use with Residential	160,000	4.00
O-1	0.84	Open Space - Alternative	91,000	2.30
O-2	0.74	Open Space - Alternative	80,000	2.00
O-3	0.74	Open Space - Alternative	80,000	2.00
Total	8.91		958,700	
Phase Two				
O-4	1.0	Mixed Use with Residential	107,000	2.70
O-5	1.0	Mixed Use with Residential	107,000	2.70
O-6	1.3	Mixed Use with Residential	140,000	3.50
O-7	1.27	Mixed Use with Residential	136,000	3.40
O-8	0.84	Mixed Use with Residential	91,000	2.30
O-9	0.84	Mixed Use with Residential	91,000	2.30
O-10	1.0	Mixed Use with Residential	107,000	2.70
O-11	1.0	Mixed Use with Residential	107,000	2.70
O-12	1.0	Mixed Use with Residential	107,000	2.70
O-13	1.0	Mixed Use with Residential	107,000	2.70
O-14	1.0	Mixed Use with Residential	107,000	2.70
O-15	1.0	Mixed Use with Residential	107,000	2.70
O-16	1.0	Mixed Use with Residential	107,000	2.70
O-17	1.0	Mixed Use with Residential	107,000	2.70
O-18	1.0	Mixed Use with Residential	107,000	2.70
O-19	1.0	Mixed Use with Residential	107,000	2.70
O-20	1.0	Mixed Use with Residential	107,000	2.70
O-21	1.0	Mixed Use with Residential	107,000	2.70
O-22	1.0	Mixed Use with Residential	107,000	2.70
O-23	1.0	Mixed Use with Residential	107,000	2.70
O-24	1.0	Mixed Use with Residential	107,000	2.70
O-25	1.0	Mixed Use with Residential	107,000	2.70
O-26	1.0	Mixed Use with Residential	107,000	2.70
O-27	1.0	Mixed Use with Residential	107,000	2.70
O-28	1.0	Mixed Use with Residential	107,000	2.70
O-29	1.0	Mixed Use with Residential	107,000	2.70
O-30	1.0	Mixed Use with Residential	107,000	2.70
O-31	1.0	Mixed Use with Residential	107,000	2.70
O-32	1.0	Mixed Use with Residential	107,000	2.70
O-33	1.0	Mixed Use with Residential	107,000	2.70
O-34	1.0	Mixed Use with Residential	107,000	2.70
O-35	1.0	Mixed Use with Residential	107,000	2.70
O-36	1.0	Mixed Use with Residential	107,000	2.70
O-37	1.0	Mixed Use with Residential	107,000	2.70
O-38	1.0	Mixed Use with Residential	107,000	2.70
O-39	1.0	Mixed Use with Residential	107,000	2.70
O-40	1.0	Mixed Use with Residential	107,000	2.70
O-41	1.0	Mixed Use with Residential	107,000	2.70
O-42	1.0	Mixed Use with Residential	107,000	2.70
O-43	1.0	Mixed Use with Residential	107,000	2.70
O-44	1.0	Mixed Use with Residential	107,000	2.70
O-45	1.0	Mixed Use with Residential	107,000	2.70
O-46	1.0	Mixed Use with Residential	107,000	2.70
O-47	1.0	Mixed Use with Residential	107,000	2.70
O-48	1.0	Mixed Use with Residential	107,000	2.70
O-49	1.0	Mixed Use with Residential	107,000	2.70
O-50	1.0	Mixed Use with Residential	107,000	2.70
O-51	1.0	Mixed Use with Residential	107,000	2.70
O-52	1.0	Mixed Use with Residential	107,000	2.70
O-53	1.0	Mixed Use with Residential	107,000	2.70
O-54	1.0	Mixed Use with Residential	107,000	2.70
O-55	1.0	Mixed Use with Residential	107,000	2.70
O-56	1.0	Mixed Use with Residential	107,000	2.70
O-57	1.0	Mixed Use with Residential	107,000	2.70
O-58	1.0	Mixed Use with Residential	107,000	2.70
O-59	1.0	Mixed Use with Residential	107,000	2.70
O-60	1.0	Mixed Use with Residential	107,000	2.70
O-61	1.0	Mixed Use with Residential	107,000	2.70
O-62	1.0	Mixed Use with Residential	107,000	2.70
O-63	1.0	Mixed Use with Residential	107,000	2.70
O-64	1.0	Mixed Use with Residential	107,000	2.70
O-65	1.0	Mixed Use with Residential	107,000	2.70
O-66	1.0	Mixed Use with Residential	107,000	2.70
O-67	1.0	Mixed Use with Residential	107,000	2.70
O-68	1.0	Mixed Use with Residential	107,000	2.70
O-69	1.0	Mixed Use with Residential	107,000	2.70
O-70	1.0	Mixed Use with Residential	107,000	2.70
O-71	1.0	Mixed Use with Residential	107,000	2.70
O-72	1.0	Mixed Use with Residential	107,000	2.70
O-73	1.0	Mixed Use with Residential	107,000	2.70
O-74	1.0	Mixed Use with Residential	107,000	2.70
O-75	1.0	Mixed Use with Residential	107,000	2.70
O-76	1.0	Mixed Use with Residential	107,000	2.70
O-77	1.0	Mixed Use with Residential	107,000	2.70
O-78	1.0	Mixed Use with Residential	107,000	2.70
O-79	1.0	Mixed Use with Residential	107,000	2.70
O-80	1.0	Mixed Use with Residential	107,000	2.70
O-81	1.0	Mixed Use with Residential	107,000	2.70
O-82	1.0	Mixed Use with Residential	107,000	2.70
O-83	1.0	Mixed Use with Residential	107,000	2.70
O-84	1.0	Mixed Use with Residential	107,000	2.70
O-85	1.0	Mixed Use with Residential	107,000	2.70
O-86	1.0	Mixed Use with Residential	107,000	2.70
O-87	1.0	Mixed Use with Residential	107,000	2.70
O-88	1.0	Mixed Use with Residential	107,000	2.70
O-89	1.0	Mixed Use with Residential	107,000	2.70
O-90	1.0	Mixed Use with Residential	107,000	2.70
O-91	1.0	Mixed Use with Residential	107,000	2.70
O-92	1.0	Mixed Use with Residential	107,000	2.70
O-93	1.0	Mixed Use with Residential	107,000	2.70
O-94	1.0	Mixed Use with Residential	107,000	2.70
O-95	1.0	Mixed Use with Residential	107,000	2.70
O-96	1.0	Mixed Use with Residential	107,000	2.70
O-97	1.0	Mixed Use with Residential	107,000	2.70
O-98	1.0	Mixed Use with Residential	107,000	2.70
O-99	1.0	Mixed Use with Residential	107,000	2.70
O-100	1.0	Mixed Use with Residential	107,000	2.70
B. COMMERCIAL SUBDISTRICT				
Phase One				
O-1	0.2	Mixed Use with Residential	21,400	5.35
O-2	0.2	Mixed Use with Residential	21,400	5.35
O-3	0.2	Mixed Use with Residential	21,400	5.35
O-4	0.2	Mixed Use with Residential	21,400	5.35
O-5	0.2	Mixed Use with Residential	21,400	5.35
O-6	0.2	Mixed Use with Residential	21,400	5.35
O-7	0.2	Mixed Use with Residential	21,400	5.35
O-8	0.2	Mixed Use with Residential	21,400	5.35
O-9	0.2	Mixed Use with Residential	21,400	5.35
O-10	0.2	Mixed Use with Residential	21,400	5.35
O-11	0.2	Mixed Use with Residential	21,400	5.35
O-12	0.2	Mixed Use with Residential	21,400	5.35
O-13	0.2	Mixed Use with Residential	21,400	5.35
O-14	0.2	Mixed Use with Residential	21,400	5.35
O-15	0.2	Mixed Use with Residential	21,400	5.35
O-16	0.2	Mixed Use with Residential	21,400	5.35
O-17	0.2	Mixed Use with Residential	21,400	5.35
O-18	0.2	Mixed Use with Residential	21,400	5.35
O-19	0.2	Mixed Use with Residential	21,400	5.35
O-20	0.2	Mixed Use with Residential	21,400	5.35
O-21	0.2	Mixed Use with Residential	21,400	5.35
O-22	0.2	Mixed Use with Residential	21,400	5.35
O-23	0.2	Mixed Use with Residential	21,400	5.35
O-24	0.2	Mixed Use with Residential	21,400	5.35
O-25	0.2	Mixed Use with Residential	21,400	5.35
O-26	0.2	Mixed Use with Residential	21,400	5.35
O-27	0.2	Mixed Use with Residential	21,400	5.35
O-28	0.2	Mixed Use with Residential	21,400	5.35
O-29	0.2	Mixed Use with Residential	21,400	5.35
O-30	0.2	Mixed Use with Residential	21,400	5.35
O-31	0.2	Mixed Use with Residential	21,400	5.35
O-32	0.2	Mixed Use with Residential	21,400	5.35
O-33	0.2	Mixed Use with Residential	21,400	5.35
O-34	0.2	Mixed Use with Residential	21,400	5.35
O-35	0.2	Mixed Use with Residential	21,400	5.35
O-36	0.2	Mixed Use with Residential	21,400	5.35
O-37	0.2	Mixed Use with Residential	21,400	5.35
O-38	0.2	Mixed Use with Residential	21,400	5.35
O-39	0.2	Mixed Use with Residential	21,400	5.35
O-40	0.2	Mixed Use with Residential	21,400	5.35
O-41	0.2	Mixed Use with Residential	21,400	5.35
O-42	0.2	Mixed Use with Residential	21,400	5.35
O-43	0.2	Mixed Use with Residential	21,400	5.35
O-44	0.2	Mixed Use with Residential	21,400	5.35
O-45	0.2	Mixed Use with Residential	21,400	5.35
O-46	0.2	Mixed Use with Residential	21,400	5.35
O-47	0.2	Mixed Use with Residential	21,400	5.35
O-48	0.2	Mixed Use with Residential	21,400	5.35
O-49	0.2	Mixed Use with Residential	21,400	5.35
O-50	0.2	Mixed Use with Residential	21,400	5.35
O-51	0.2	Mixed Use with Residential	21,400	5.35
O-52	0.2	Mixed Use with Residential	21,400	5.35
O-53	0.2	Mixed Use with Residential	21,400	5.35
O-54	0.2	Mixed Use with Residential	21,400	5.35
O-55	0.2	Mixed Use with Residential	21,400	5.35
O-56	0.2	Mixed Use with Residential	21,400	5.35
O-57	0.2	Mixed Use with Residential	21,400	5.35
O-58	0.2	Mixed Use with Residential	21,400	5.35
O-59	0.2	Mixed Use with Residential	21,400	5.35
O-60	0.2	Mixed Use with Residential	21,400	5.35
O-61	0.2	Mixed Use with Residential	21,400	5.35
O-62	0.2	Mixed Use with Residential	21,400	5.35
O-63	0.2	Mixed Use with Residential	21,400	5.35
O-64	0.2	Mixed Use with Residential	21,400	5.35
O-65	0.2	Mixed Use with Residential	21,400	5.35
O-66	0.2	Mixed Use with Residential	21,400	5.35
O-67	0.2	Mixed Use with Residential	21,400	5.35
O-68	0.2	Mixed Use with Residential	21,400	5.35
O-69	0.2	Mixed Use with Residential	21,400	5.35
O-70	0.2	Mixed Use with Residential	21,400	5.35
O-71	0.2	Mixed Use with Residential	21,400	5.35
O-72	0.2	Mixed Use with Residential	21,400	5.35
O-73	0.2	Mixed Use with Residential	21,400	5.35
O-74	0.2	Mixed Use with Residential	21,400	5.35
O-75	0.2	Mixed Use with Residential	21,400	5.35
O-76	0.2	Mixed Use with Residential	21,400	5.35
O-77	0.2	Mixed Use with Residential	21,400	5.35
O-78	0.2	Mixed Use with Residential	21,400	5.35
O-79	0.2	Mixed Use with Residential	21,400	5

2-H	1.80	Mixed Use with Residential	413,800	5.36:1 net
2-I	0.9	Mixed Use with/without Residential	206,800	4.84:1 net
2-J	2.44	Mixed Use with Residential	565,800	5.52:1 net
2-K	1.86	Mixed Use with/without Residential	393,800	4.86:1 net
0-4	3.31	Open Space -- Special Events	0	
0-5	0.74	Open Space -- Mildred Parkway	0	
0-6	0.69	Open Space -- Quorum East	0	
0-7	1.43	Open Space -- Quorum West	0	
Total	19.28		2,733,200	
PHASE THREE:				
1/1/1996-1/1/2008				
3-L	1.86	Mixed Use with/without Residential	284,000	3.50:1 net
3-M	1.88	Mixed Use with/without Residential	286,600	3.49:1 net
3-N	2.31	Mixed Use with/without Residential	351,900	3.49:1 net
3-O	1.51	Mixed Use with/without Residential	321,250	4.88:1 net
3-P	0.88	Mixed Use with/without Residential	186,750	4.87:1 net
Total	8.44		1,430,500	
TOTAL GROSS	53.336	Max. Gross FAR -- 1.780 to 1	4,135,503	(3.6:1 net)
			Not to exceed	

B. COMMERCIAL SUBDISTRICT

FULL PHASING:

5/1/1997-1/1/2008

C-A	3.21	Mixed Use with/without Residential	362,500	n/a
C-B	7.26	Mixed Use with/without Residential	680,000	n/a
C-C	4.86	Mixed Use with/without Residential	522,400	n/a
0-8	0.40	Open Space -- Mildred Parkway	0	
Total	15.73		1,564,900	

FAR/ALLOWABLE SQUARE FOOTAGE NOTES:

1. The total allowable floor area for the Residential subdistrict shall not exceed a gross FAR of 1.78
2. No development plan shall be approved and no building permit shall be issued for any use exceeding the maximum square footage allowance for the designated sub-phases.
3. No development plan shall be approved and no building permit shall be issued for any individual parcel if that parcel would cause the total gross FAR of 1.78 : 1 for the residential subdistrict to be exceeded.
4. Total building square footage to be determined at building permit stage.
5. Final development plans for all phases and sub-phases designated on the concept plan shall be submitted by January 1, 2008.

COWLES & THOMPSON
MEMORANDUM

TO: Carmen Moran
FROM: John Hill
RE: Concept Plan
DATE: July 22, 2005

Carmen, we have recently discussed a proposed amendment to the Concept Plan for a commercial subdistrict of the UC Urban Center District approved by Ordinance No. 097-029. The Concept Plan includes, for the commercial subdistrict, a table showing the various tracts of land included within the commercial subdistrict (identified as tracts C-A, C-B, C-C, and O-8), the approximate number of net acres and the type of use allowed for each tract, and the maximum floor area for all tracts except O-8. The proposed amendment is to remove the maximum floor area from this table.

The UC Urban Center District regulations are contained in Article XIX of the Zoning Ordinance, which is found in Appendix A-Zoning of the Town's Code of Ordinances. Subsection A. of Section 12 of Article XIX (all section references are to sections of Article XIX unless otherwise noted) provides that an amendment to a concept plan or a development plan (other than minor amendments) must be made in accordance with the procedure required for approval of the initial plan, and that an amendment to a concept plan is an amendment to the UC zoning district. Under Article XXIX of the Zoning Ordinance and state law, this would require that notice of a public hearing be given in accordance with law and that a public hearing be conducted by both the Planning and Zoning Commission ("Commission") and the City Council.

The "procedure required for approval of the initial plan" is set forth in Section 7.B. entitled "Concept Plan." That procedure requires that a concept plan be submitted (7.B.1.) (in this case, a plan amendment), the Commission, after notice and public hearing, formulate its recommendation which is then forwarded to the Council (7.C.), and that the Council, upon receipt of the Commission's recommendation and following a public hearing, approve, approve with conditions, or deny the application (7.D.). Regarding the initial submittal, Section 7.B. provides that certain information must be included, including, among other things:

Total floor area by category, expressed in number of square feet by phase, and subphase, for all categories of uses.

Section 7.B.1.(e)(4). The submittal may also include "[a]ny variations, or alterations anticipated or contemplated, by the developer to any of the above required elements." Section 7.B.1.(h).

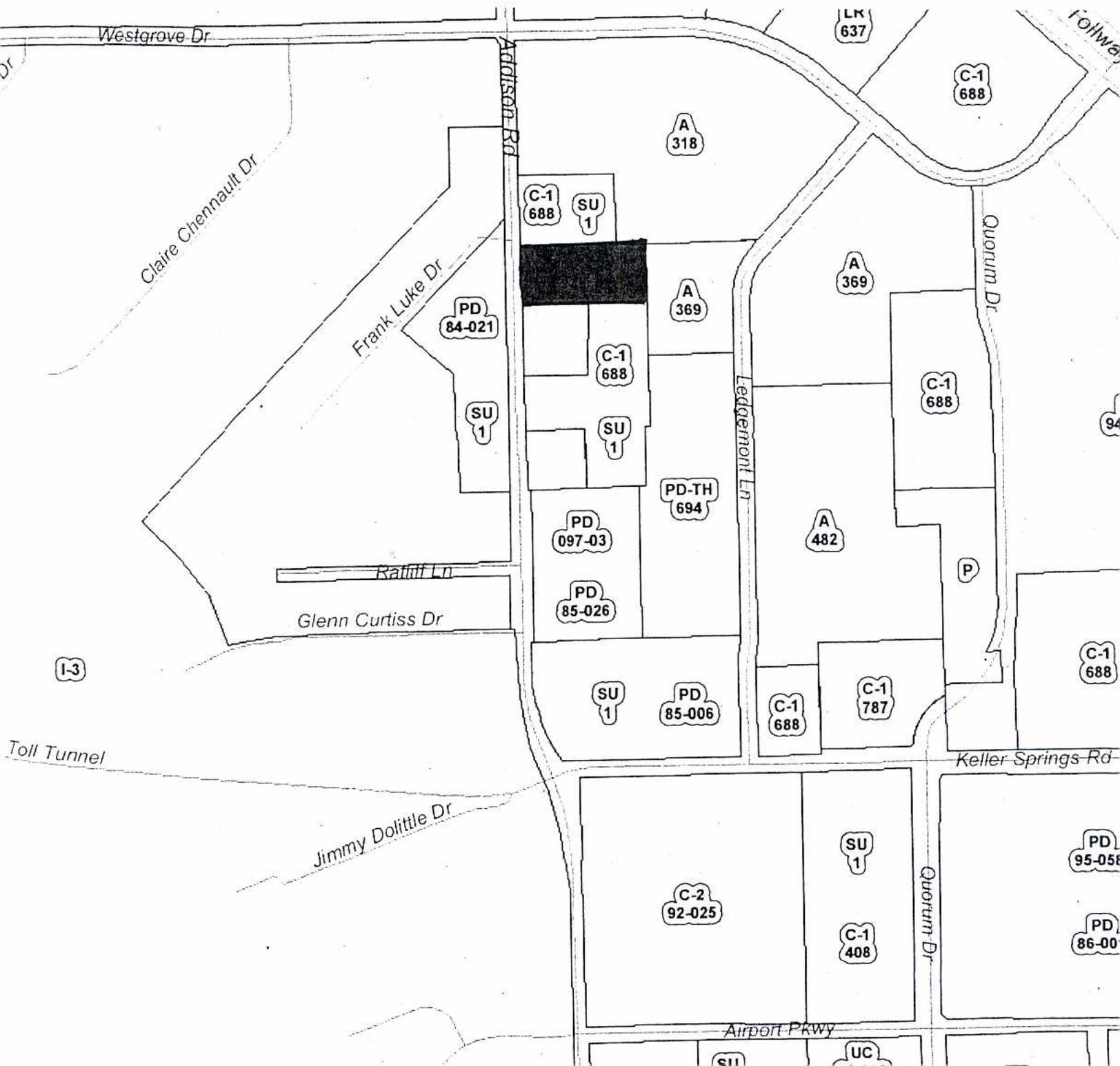
Since the concept plan submittal is to include information regarding the total floor area by category, it appears that that requirement can be satisfied by stating something like "Total Floor Area not Required" or "Total Floor Area - No Maximum" in each of the applicable space on the Concept Plan identified as "Maximum Floor Area."

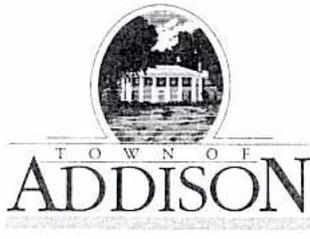
If you have any questions or would like to discuss this, please let me know.

cc: Ken Dippel

FINAL PLAT/Addison Office Condos

FINAL PLAT/Addison Office Condos. Requesting approval of a final plat for 14 lots in a Commercial-1 district, located on 1.857 acres at 16420 Addison Road, on application from Mr. James Feagin, represented by Mr. Bryan P. Powell of Carter & Burgess, Inc.





50 YEARS OF FUN!

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

FAX (972) 450-7043

July 20, 2005

STAFF REPORT

RE: FINAL PLAT/Addison Office
Condos

LOCATION: 14 lots on 1.857 acres, located at
16420 Addison Road

REQUEST: Approval of a final plat

APPLICANT: Mr. James Feagin, represented
Mr. Bryan P. Powell of Carter-
Burgess, Inc.

DISCUSSION:

Background. This site was originally developed as an office for Kemp Engineering. It was purchased several years ago by Deborah Shore, Photographer, and she housed her studio in the building. At this point, the original building has been demolished, and the owner is developing the site with an office condo project. It will look like a typical garden office project, but various businesses will own the individual buildings rather than rent them.

This project is in allowed use in a Commercial-1 zoning district, so the Commission will not review the development plans. However, the developer did get a variance from the Board of Zoning Adjustment for the rear yard setback on the east side of the property. The plans that were submitted to the BZA are attached, and they show how the site will be developed. The owner is subdividing the parcel into several lots; similar to the way a residential developer subdivides a tract into residential lots. The smaller lots represent individual garages that are built into as one building, similar to the way a mini-storage building is constructed.

Public Works Review.

Steve Chutchian in Public Works has reviewed the plat, and he has the following conditions for approval:

- Proposed access & utility easement should be extended across the front and adjacent to Lot 11.
- The 5 ft. drainage, located along the north line of the property should be widened to 10 ft. in order to accommodate drainage facilities that drain to the east.
- Proposed drainage easement for stormdrain outfall system will be located at the northeast corner of the property, and must be acquired by separate instrument.
- Proposed access & utility easement must be extended across and adjacent to Lot 5 and terminate along the north line of the property.
- 10 ft. of right-of-way must be dedicated along the east side of Addison Road for future widening of the street.

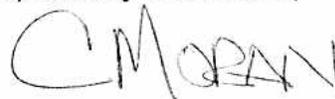
Fire Department Review. Gordon Robbins marked up a plan that has been provided to the applicant. On that plan, he noted that the hammerhead portion of the fire lane shall be at least 24-feet wide. He also noted that fire hydrants shall be installed at 300-foot intervals along the entire fire lane.

Building Code Review. Lynn Chandler notes that since the property is being divided into separate lots, the fire walls at the property lines and fire-stopping must comply with Chapter 7 of the 2000IBC, or a unity agreement complying with Section 18-59 of the Code of Ordinances may be used.

RECOMMENDATION:

Staff recommends approval of the proposed final plat for the Addison Office Condos subject to the conditions listed above.

Respectfully submitted,

A handwritten signature in black ink that reads "C MORAN". The "C" is large and loops around the "M", and "ORAN" is written in a similar style.

Carmen Moran
Director of Development Services

ADDENDUM TO STAFF REPORT

In the initial staff report for this plat, the Public Works Department requested an additional 10 feet of right-of-way dedication for the widening of Addison Road. The applicant and Steve Chutchian have met regarding the right-of-way, and they have agreed that less right-of-way is actually required at this location. The requirement can be satisfied by the dedication of a 5-foot access easement.

Therefore, staff recommends that the plat be revised to show a 5-foot access easement along the length of the property adjacent to Addison Road.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on August 4, 2005, voted to recommend approval of the final plat for Addison Office Condos, subject to the following conditions:

- Proposed access & utility easement should be extended across the front and adjacent to Lot 11.
- The 5 ft. drainage, located along the north line of the property should be widened to 10 ft. in order to accommodate drainage facilities that drain to the east.
- Proposed drainage easement for stormdrain outfall system will be located at the northeast corner of the property, and must be acquired by separate instrument.
- Proposed access & utility easement must be extended across and adjacent to Lot 5 and terminate along the north line of the property.
- 5 ft. of access easement shall be dedicated along the east side of Addison Road for future widening of the street.

Voting Aye: Bernstein, Doepfner, Knott, Meier, Wood

Voting Nay: None

Absent: Chafin, Jandura

Carmen Moran

From: Steve Chutchian
Sent: Wednesday, July 20, 2005 11:11 AM
To: Carmen Moran
Subject: FW: Addison Office Condos Plat

-----Original Message-----

From: Steve Chutchian
Sent: Tuesday, July 19, 2005 3:27 PM
To: Carmen Moran
Subject: Addison Office Condos Plat

The following comments are submitted for **Final Plat/Addison Office Condos**:

- Proposed access & utility easement should be extended acrosss the front and adjacent to Lot 11.
- The 5 ft. drainage, located along the north line of the property should be widened to 10 ft. in order to accommodate drainage facilities that drain to the east.
- Proposed drainage easement for stormdrain outfall system will be located at the northeast corner of the property, and must be acquired by separate instrument.
- Proposed access & utility easement must be extended across and adjacent to Lot 5 and terminate along the north line of the property.
- 10 ft. of right-of-way must dedicated along the east side of Addison Road for future widening of the street.

Should you have any questions, please let me know.

Steve Chutchian
Assistant City Engineer

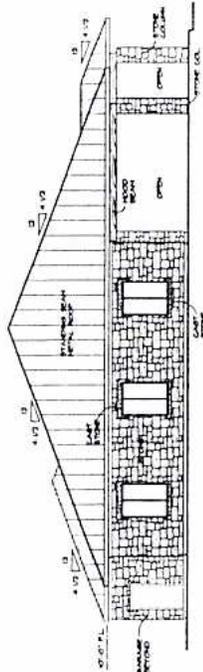
To: Carmen Moran, Director Development Services

From: Lynn Chandler, Building Official

Date: July 15, 2005

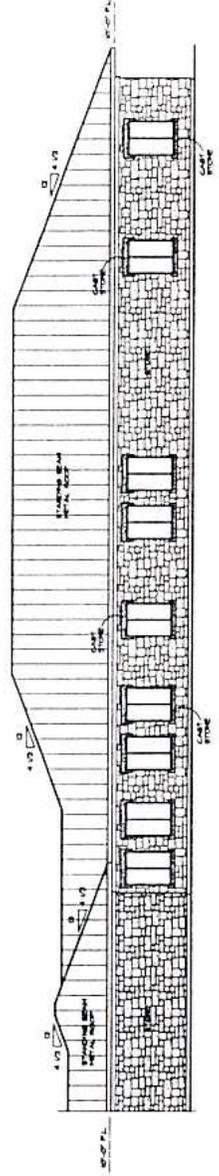
Subject: FINAL PLAT/ Addison Office Condos

The property is being divided into separate lots. Therefore fire walls at the property lines and fire-stopping complying with Chapter 7 of the 2000 IBC will be required or a unity agreement complying with Sec. 18-59 of the Code of Ordinances may be used.



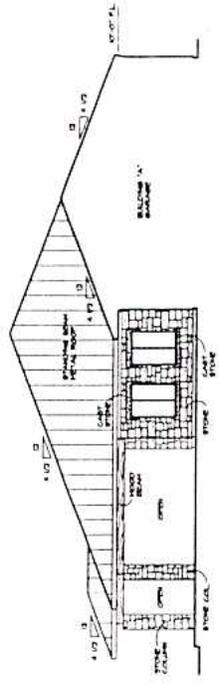
LEFT SIDE ELEVATION - BUILDING TYPE 'A'

SCALE: 1/8" = 1'-0"



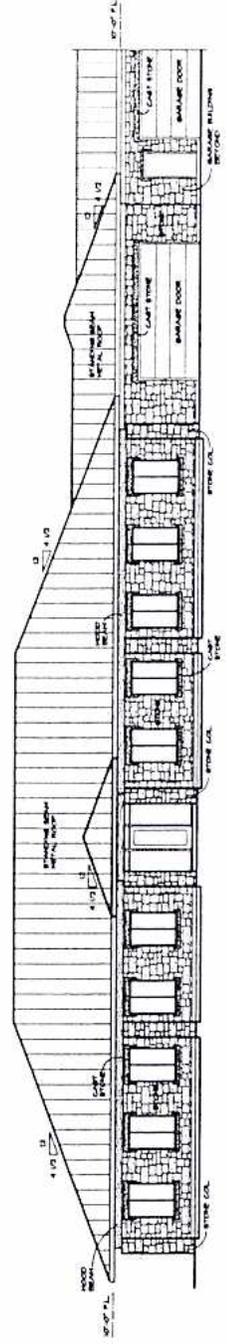
REAR ELEVATION - BUILDING TYPE 'A'

SCALE: 1/8" = 1'-0"



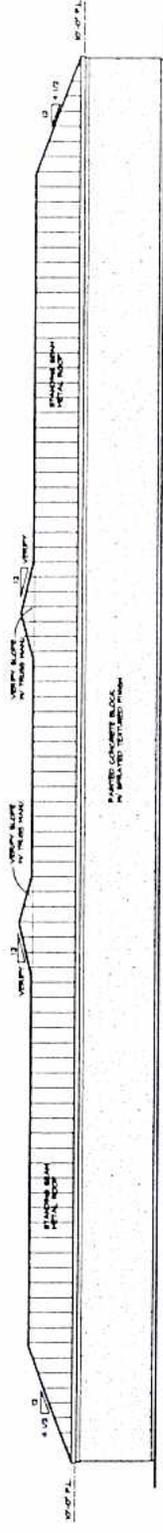
RIGHT SIDE ELEVATION - BUILDING TYPE 'A'

SCALE: 1/8" = 1'-0"



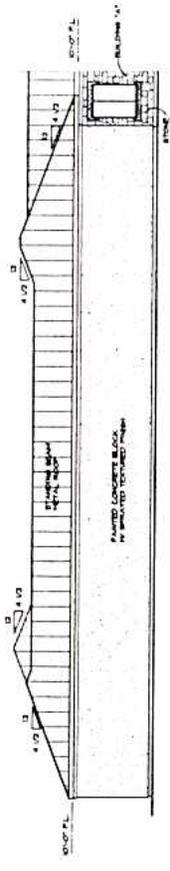
FRONT ELEVATION - BUILDING TYPE 'A'

SCALE: 1/8" = 1'-0"



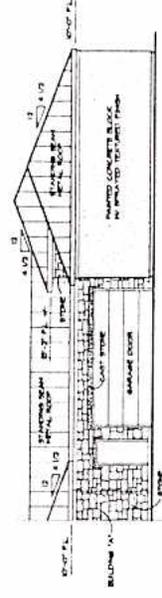
REAR ELEVATION - GARAGE BUILDING

SCALE: 1/8" = 1'-0"



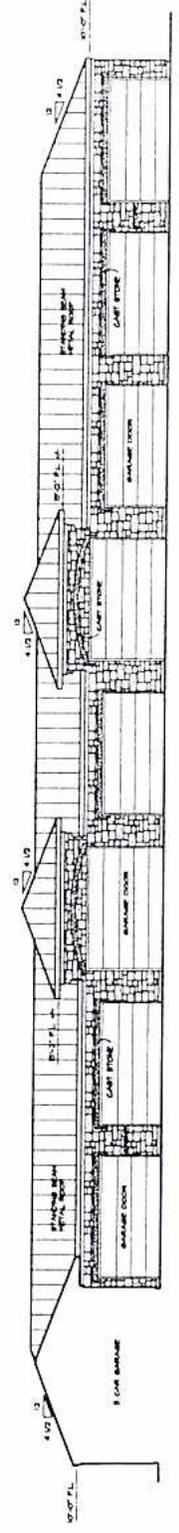
LEFT SIDE ELEVATION - GARAGE BUILDING

SCALE: 1/8" = 1'-0"



RIGHT SIDE ELEVATION - GARAGE BUILDING

SCALE: 1/8" = 1'-0"

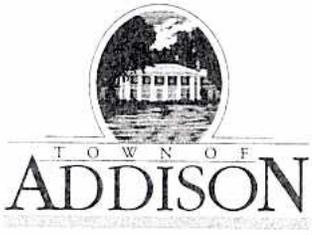


FRONT ELEVATION - GARAGE BUILDING

SCALE: 1/8" = 1'-0"



50 YEARS OF FUN!



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

July 22, 2005

STAFF REPORT

RE: Case 1499-SUP/Humperdink's

LOCATION: 3820 Belt Line Road

REQUEST: 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, and an amendment to an existing Special Use Permit for a brewpub

APPLICANT: Humperdink's Restaurant, represented by Ms. Von Scamardo

DISCUSSION:

Background. This property is zoned Planned Development through Ordinance 093-018. A restaurant, with the sale of alcohol for on-premises consumption, is an allowed use in the Planned Development district. This property was developed as the Spaghetti Warehouse through Ordinance 092-042 and later converted to a Cappellini's Restaurant through Ordinance 095-053. Humperdink's received approval to remodel the building and add a brewpub through Ordinance No. 097-054, approved on December 9, 1997. Humperdink's has been in continuous operation at this location since 1997.

Proposed Plan. As this time, Humperdink's would like to convert a portion of its interior brewery space to dining space. Humperdink's will still offer its handcrafted beers and ales, but will no longer brew them on this site. Humperdink's will bring them in from other locations; however, it still wants to keep some of their storage tanks and the grain silo at the front of the building. The plans show removing the fermenting tanks from the

space at the front of the store and replacing that with patio dining area. The roofline and floor area will remain, but the windows will be taken out to make the exterior patio. There are no other changes planned for the kitchen, bar, or dining areas.

Facades. The facades on the building will not change with the exception of the windows being removed from the brewery space.

Parking. The restaurant is 11,000 square feet. The site provides 157 parking spaces, which is the number required. The City of Dallas figures its parking requirements on only the dining area. However, Addison figures its parking requirements on the gross square footage without regard to how the space is used. Therefore, the parking requirement does not change when this space is converted from brewery use to dining use. The site has sufficient parking.

Dumpsters. The existing dumpster enclosures are in compliance with the city's requirements. The dumpster should be expanded if recycling containers will be used on the restaurant.

Landscaping. Slade Strickland has reviewed the landscape plan submitted by the applicant. He notes that the landscaping on the site was installed prior to our current ordinance requirements, and that it needs to be updated. Staff recommends the applicant submit a revised plan that addresses the following:

Belt Line Road Landscape Buffer

1. Missing shrubs need to be replaced where gaps exist in the hedgerow along Belt Line.
2. Nine additional crape myrtle trees need to be added on the Belt Line frontage to match the quantity shown on the plan submitted by the applicant. The Bradford Pears shown on the plan no longer exist. These trees were severely topped by maintenance crews last year, which is a violation of the landscape regulation pruning standards. This pruning practice disfigures the natural tree canopy and forces weaker "water sprout" growth that will cause the trees to gradually decline.

Due to the disfigurement of the trees, the applicant removed the pears in the spring along Belt Line at the staff's recommendation and replaced them with crape myrtles. While the landscape regulations require higher quality shade trees such as red oaks along street frontage landscape buffers, staff recommended crape myrtle trees since they will not interfere with the existing overhead power lines at maximum maturity, and they provide more consistency

along this section of Belt Line with the crape myrtle trees planted in front of the center west of this site.

East/South Perimeter Landscape Buffers

1. Approximately fourteen Bradford Pears were also topped on the landscape islands along the east side of the site and the south landscape buffers. Staff recommends that these trees be replaced with higher quality 4" caliper (diameter) shade trees such as live oak or red oak to match the mix of existing shade trees planted elsewhere in the surrounding retail center.
2. Replace all dead or missing shrubs within these landscape buffers.

West Perimeter Landscape Buffer

1. The crape myrtle trees along the west perimeter were also severely topped last year; however, these trees are more resilient to topping and have recovered well. Staff recommends that the maintenance crews refrain from topping any tree on the site from now on, including crape myrtle trees.

Interior Parking Lot/Adjacent Building Landscaping

1. The plan does not show the square footage of new landscaping to be added and/or existing landscaping to be removed. This information should be included on the updated plan. The updated plan should also show the gross site square footage versus the proposed landscaped area.
2. Replace all dead or missing shrubs and trees within the interior parking lot islands or adjacent to the building.

Sprinkler System

1. A rain sensor and freeze sensor will need to be installed and wired to the irrigation controller if they do not already exist.

Staff recommends this revised plan be submitted prior to the case going before the City Council hearing on August 9, 2005.

Signs. The applicant did not show any signs on the plans, and it is possible that there are not any sign changes proposed for this remodel. However, the applicant should be aware that all signs must be permitted under the requirements of the Addison Sign ordinance, and cannot be approved through this process. The applicant should also be

aware that the Town has a policy against the use of any terms, including the terms or graphic depictions that denote alcoholic beverages in exterior signs. However, in 1997, the Council did approve the use of the term "brewery" in exterior signs, and staff proposes that approval remain in place.

RECOMMENDATION:

Staff recommends approval of the request for an amendment to an existing Special Use Permit for a restaurant, and an amendment to an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, and approval of an amendment to a Special Use Permit for a brewpub, subject to the following condition:

The applicant shall submit a revised landscape plan that addresses the following:

Belt Line Road Landscape Buffer

Missing shrubs need to be replaced where gaps exist in the hedgerow along Belt Line.

Nine additional crape myrtle trees need to be added on the Belt Line frontage to match the quantity shown on the plan submitted by the applicant. The Bradford Pears shown on the plan no longer exist. These trees were severely topped by maintenance crews last year, which is a violation of the landscape regulation pruning standards. This pruning practice disfigures the natural tree canopy and forces weaker "water sprout" growth that will cause the trees to gradually decline.

Due to the disfigurement of the trees, the applicant removed the pears in the spring along Belt Line at the staff's recommendation and replaced them with crape myrtles. While the landscape regulations require higher quality shade trees such as red oaks along street frontage landscape buffers, staff recommended crape myrtle trees since they will not interfere with the existing overhead power lines at maximum maturity, and they provide more consistency along this section of Belt Line with the crape myrtle trees planted in front of the center west of this site.

East/South Perimeter Landscape Buffers

Approximately fourteen Bradford Pears were also topped on the landscape islands along the east side of the site and the south landscape buffers. Staff recommends that these trees be replaced with higher quality 4" caliper (diameter) shade trees such as live oak or red oak to match the mix of existing shade trees planted elsewhere in the surrounding retail center.

Replace all dead or missing shrubs within these landscape buffers.

West Perimeter Landscape Buffer

The crape myrtle trees along the west perimeter were also severely topped last year; however, these trees are more resilient to topping and have recovered well. Staff recommends that the maintenance crews refrain from topping any tree on the site from now on, including crape myrtle trees.

Interior Parking Lot/Adjacent Building Landscaping

The plan does not show the square footage of new landscaping to be added and/or existing landscaping to be removed. This information should be included on the updated plan. The updated plan should also show the gross site square footage versus the proposed landscaped area.

Replace all dead or missing shrubs and trees within the interior parking lot islands or adjacent to the building.

Sprinkler System

A rain sensor and freeze sensor will need to be installed and wired to the irrigation controller if they do not already exist.

Staff recommends this revised plan be submitted to staff prior to the case going before the City Council hearing on August 9, 2005.

Respectfully submitted,

A handwritten signature in black ink that reads "C. MORAN". The signature is written in a cursive, slightly stylized font.

Carmen Moran
Director of Development Services

COMMISSION FINDINGS:

The Addison and Planning Commission, meeting in regular session on August 4, 2005, recommend approval of the request on application from Humperdink's Restaurant, subject to the following conditions:

The applicant shall submit a revised landscape plan that addresses the following:

Belt Line Road Landscape Buffer

Missing shrubs need to be replaced where gaps exist in the hedgerow along Belt Line.

Nine additional crape myrtle trees need to be added on the Belt Line frontage to match the quantity shown on the plan submitted by the applicant. The Bradford Pears shown on the plan no longer exist. These trees were severely topped by maintenance crews last year, which is a violation of the landscape regulation pruning standards. This pruning practice disfigures the natural tree canopy and forces weaker "water sprout" growth that will cause the trees to gradually decline.

Due to the disfigurement of the trees, the applicant removed the pears in the spring along Belt Line at the staff's recommendation and replaced them with crape myrtles. While the landscape regulations require higher quality shade trees such as red oaks along street frontage landscape buffers, staff recommended crape myrtle trees since they will not interfere with the existing overhead power lines at maximum maturity, and they provide more consistency along this section of Belt Line with the crape myrtle trees planted in front of the center west of this site.

East/South Perimeter Landscape Buffers

Approximately fourteen Bradford Pears were also topped on the landscape islands along the east side of the site and the south landscape buffers. Staff recommends that these trees be replaced with higher quality 4" caliper (diameter) shade trees such as live oak or red oak to match the mix of existing shade trees planted elsewhere in the surrounding retail center.

Replace all dead or missing shrubs within these landscape buffers.

West Perimeter Landscape Buffer

The crape myrtle trees along the west perimeter were also severely topped last year; however, these trees are more resilient to topping and have recovered well. Staff

recommends that the maintenance crews refrain from topping any tree on the site from now on, including crape myrtle trees.

Interior Parking Lot/Adjacent Building Landscaping

The plan does not show the square footage of new landscaping to be added and/or existing landscaping to be removed. This information should be included on the updated plan. The updated plan should also show the gross site square footage versus the proposed landscaped area.

Replace all dead or missing shrubs and trees within the interior parking lot islands or adjacent to the building.

Sprinkler System

A rain sensor and freeze sensor will need to be installed and wired to the irrigation controller if they do not already exist.

Staff recommends this revised plan be submitted to staff prior to the case going before the City Council hearing on August 9, 2005.

Voting Aye: Knott, Meier, Wood
Voting Nay: Bernstein, Doepfner
Absent: Chafin, Jandura

Memorandum

Date: July 20, 2005
To: Carmen Moran, Director of Development Services
From: Slade Strickland, Director of Parks and Recreation
Subject: Case 1499-SUP/Humperdinks

Background

The landscape plan approved for this site predates the most current landscape regulations and needs to be updated with the information outlined in the plan submission section of the regulations. Staff recommends that the applicant submit revised plan showing all existing and proposed landscaping, taking in to account the following conditions:

Belt Line Road Landscape Buffer

- 1. Missing shrubs need to be replaced where gaps exist in the hedgerow along Belt Line.**
- 2. Nine additional crape myrtle trees need to be added on the Belt Line frontage to match the quantity shown on the plan submitted by the applicant. The Bradford Pears shown on the plan no longer exist. These trees were severely topped by maintenance crews last year, which is a violation of the landscape regulation pruning standards. This pruning practice disfigures the natural tree canopy and forces weaker "water sprout" growth that will cause the trees to gradually decline.**

Due to the disfigurement of the trees, the applicant removed the pears in the spring along Belt Line at the staff's recommendation and replaced them with crape myrtles. While the landscape regulations require higher quality shade trees such as red oaks along street frontage landscape buffers, staff recommended crape myrtle trees since they will not interfere with the existing overhead power lines at maximum maturity, and they provide more consistency along this section of Belt Line with the crape myrtle trees planted in front of the center west of this site.

East/South Perimeter Landscape Buffers

1. Approximately fourteen Bradford Pears were also topped on the landscape islands along the east side of the site and the south landscape buffers. Staff recommends that these trees be replaced with higher quality 4" caliper (diameter) shade trees such as live oak or red oak to match the mix of existing shade trees planted elsewhere in the surrounding retail center.
2. Replace all dead or missing shrubs within these landscape buffers.

West Perimeter Landscape Buffer

1. The crape myrtle trees along the west perimeter were also severely topped last year; however, these trees are more resilient to topping and have recovered well. Staff recommends that the maintenance crews refrain from topping any tree on the site from now on, including crape myrtle trees.

Interior Parking Lot/Adjacent Building Landscaping

1. The plan does not show the square footage of new landscaping to be added and/or existing landscaping to be removed. This information should be included on the updated plan. The updated plan should also show the gross site square footage versus the proposed landscaped area.
2. Replace all dead or missing shrubs and trees within the interior parking lot islands or adjacent to the building.

Sprinkler System

1. A rain sensor and freeze sensor will need to be installed and wired to the irrigation controller if they do not already exist.



50 YEARS OF FUN!



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

July 22, 2005

STAFF REPORT

RE: Case 1500-SUP/Ker's Winghouse

LOCATION: 4080 Belt Line Road

REQUEST: 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

APPLICANT: Ker's Winghouse Bar and Grill, Represented by Ms. Candy Arnold of the Addison Law Firm

DISCUSSION:

Background. The applicant is proposing to reopen a space that was originally developed as Fresh Choice Restaurant. Fresh Choice was approved through Special Use Permit Ordinance 093-037, which was passed by the City Council on June 8, 1993. Fresh Choice was in continuous operation in this building until about four months ago.

Proposed Plan. At this point, Ker's Winghouse Bar and Grill wants to remodel the space and convert it to a sports bar concept. Ker's Winghouse Restaurants started in Florida, and former Dallas Cowboy, Crawford Ker, owns them. Ker's Winghouse currently has 16 locations in Florida, but this will be among the first locations in Texas. The web page for Ker's Winghouse indicates the restaurants operate similar to Hooters Restaurants.

The floor plan indicates that the restaurant will move the entrance door from the northeast corner of the building to the east side. The restaurant does not have sufficient parking spaces, or space on the site, to add a patio. Therefore it is proposing a remodel similar to the one Humperdink's proposed in case 1499-SUP. The north end of the building, adjacent to Belt Line Road, will be converted from interior space to a

covered patio by knocking out windows and adding an interior wall to separate the deck from the rest of the restaurant. The deck, though open, will be under the existing roofline of the restaurant.

The floor plan shows the applicant will add a bar in the center of the space, two pool tables, and five video games. The applicant should be aware that more than four video games in a location constitutes an "arcade." An Arcade requires a Special Use Permit, for which the applicant did not apply. Staff recommends that the games be reduced to four or less. Two or less pool tables are allowed without a permit.

Façade. The applicant is not proposing any major changes to the façade of the restaurant, but new wooden railings will be added where the windows are knocked out. The existing stucco will be painted, and new awnings will be added above the windows.

Building Code Review. Lynn Chandler, the Building Official, notes that the applicant should be aware that the 2000 IBC (International Building Code) requires an additional exit from the new patio area.

Landscaping Review. The landscaping on the site meets the requirements of the ordinance and is generally in good condition. The applicant is not proposing any changes to the existing landscaping plan. However, Slade Strickland notes:

The applicant shall replace all dead and/or missing plant material shown on the approved landscape plan filed for Fresh Choice.

The applicant shall install a rain and freeze sensor to the irrigation controller if they do not already exist.

Parking. The restaurant is 7,350 square feet. It requires 105 parking spaces, which is the exact number provided.

Signs. The applicant showed signs on the elevations. The applicant should be aware that all signs must be permitted under the requirements of the Addison Sign ordinance, and cannot be approved through this process. The applicant should also be aware that the Town has a policy against the use of any terms or graphic depictions that denote alcoholic beverages in exterior signs.

RECOMMENDATION:

Staff recommends approval of the request for an amendment to an existing Special Use Permit for a restaurant, and an amendment to an existing Special Use Permit for the

RECOMMENDATION:

Staff recommends approval of the request for an amendment to an existing Special Use Permit for a restaurant, and an amendment to an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, subject to the following conditions:

-The applicant shall replace all dead and/or missing plant material shown on the approved landscape plan filed for Fresh Choice.

-The applicant shall install a rain and freeze sensor to the irrigation controller if they do not already exist.

-The applicant shall not use any terms or graphic depictions that denote alcoholic beverages in exterior signs.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'C. MORAN' with a stylized flourish at the end.

Carmen Moran
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in a rescheduled session on August 4, 2005 voted to recommend approval of the amendment to a Special Use Permit for a restaurant and the Special Use Permit for the sale of alcoholic beverages for on-premises consumption, subject to the following conditions:

-The applicant shall replace all dead and/or missing plant material shown on the approved landscape plan filed for Fresh Choice.

-The applicant shall install a rain and freeze sensor to the irrigation controller if they do not already exist.

-The applicant shall not use any terms or graphic depictions that denote alcoholic beverages in exterior signs.

Voting Aye: Bernstein, Doepfner, Knott, Meier, Wood

Voting Nay: None

Absent: Chafin, Jandura

To: Carmen Moran, Director Development Services

From: Lynn Chandler, Building Official

Date: July 15, 2005

Subject: Case 1500-SUP/Ker's Winghouse

The patio will require two exits separated as required by the 2000 IBC and shall open in the direction of egress. If they have gates or doors that latch panic hardware will be required if the occupant load exceeds 99. These exits shall be readily openable from the egress side without the use of a key or special knowledge or effort.

Memorandum

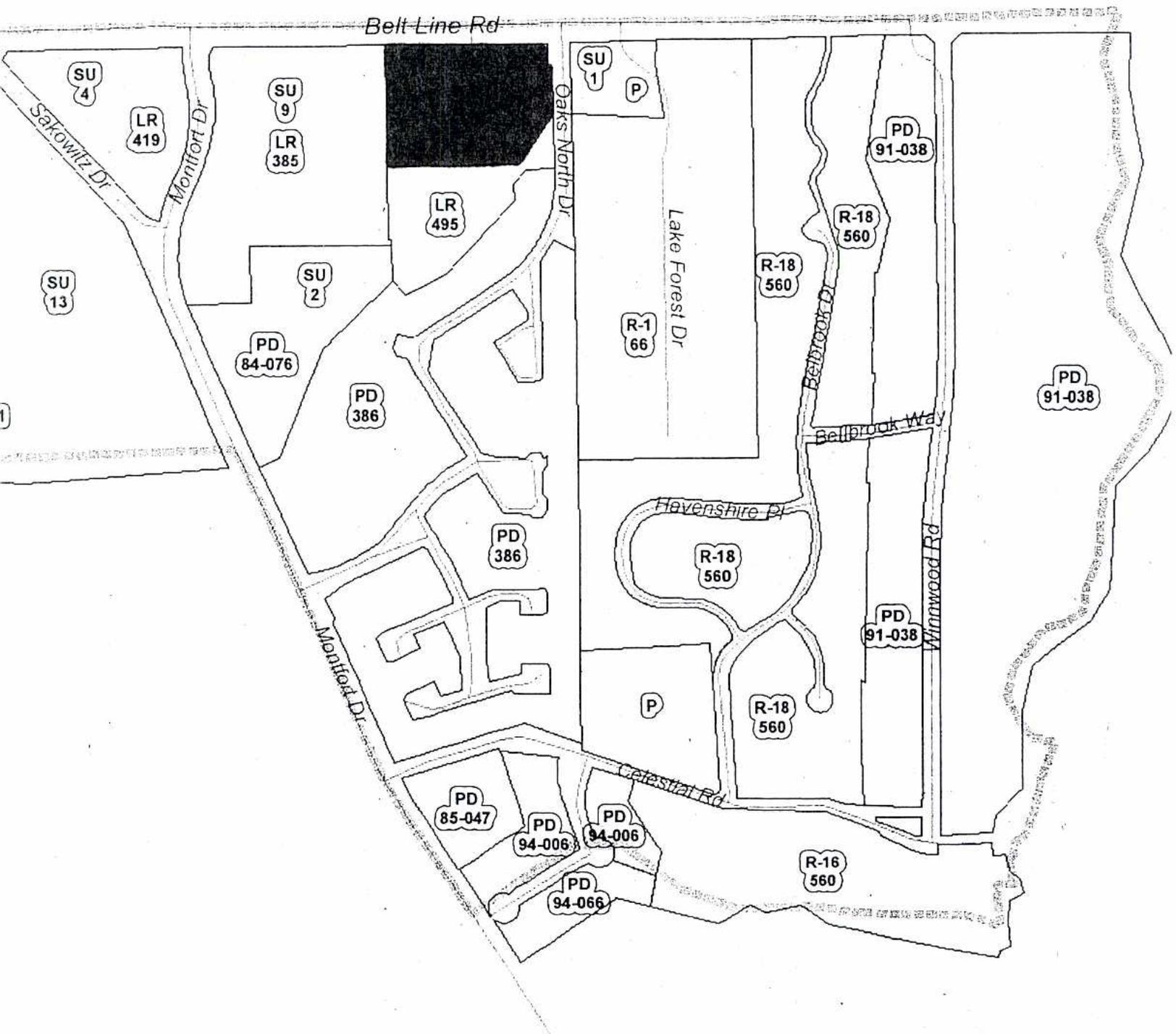
Date: July 20, 2005
To: Carmen Moran, Director of Development Services
From: Slade Strickland, Director of Parks and Recreation
Subject: Case 1500-SUP/Ker's Winghouse

Most of the existing landscaping is in good condition and should be salvageable without a great deal of new planting needed. The following landscape/irrigation conditions will apply to this application:

1. Submit revised plans on proposed changes to the approved landscape plan on file. The applicant did not submit a landscape plan for review, so staff will base the landscape conditions off of the plan on file.
2. Replace all dead and/or missing plant material shown on the approved landscape plan filed for Fresh Choice.
3. Install a rain and freeze sensor to the irrigation controller if they do not already exist.

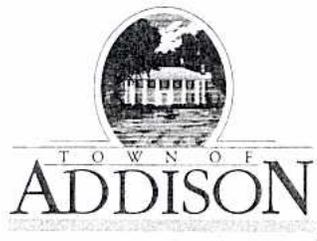
1501-SUP

Case 1501-SUP/Chamberlain's. 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 5330 Belt Line Road, on application from Chamberlain's Steak and Chop House, represented by Mr. Richard Chamberlain.





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

July 22, 2005

STAFF REPORT

RE: Case 1501-SUP/Chamberlain's

LOCATION: 5330 Belt Line Road

REQUEST: 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

APPLICANT: Chamberlain's Steak and Chop House, represented by Mr. Richard Chamberlain

DISCUSSION:

Background. This space was originally developed as a Swenson's Ice Cream Parlor through Ordinance 556, approved on January 22, 1980. It was taken over by the Big Wong Chinese Restaurant, approved through Ordinance 086-073 on September 23, 1986. After Big Wong closed, the space was taken over by Del Frisco's Restaurant through an administrative approval. After Del Frisco's moved down to Alpha Road, Chamberlain's Steak and Chop House took over the space. It was approved through Special Use Permit ordinance 093-010 on January 28, 1993. Chamberlain's has operated continuously in this space since 1993.

Proposed Plan. At this point, Chamberlain's is proposing to expand into the lease space immediately south of it in the shopping center. The space was formerly a hair salon, then a dry cleaning shop. It is now unoccupied. Chamberlain's will take the space into its restaurant to be used a private banquet room. The space to be added is 2,076 square feet. The middle of the space will be used as a private dining room. There will also be one restroom and a table storage room added on the east end of the space. The west end of the space will be used to expand the kitchen by relocating the manager's office from the existing restaurant into the new space.

Façade. The applicant is not proposing any changes to the façade of the former dry cleaning shop. The double doors and windows will remain in the space, but will be covered with blinds. There is no entrance into the new space for the public, but the doors will remain operable to be used for deliveries.

Building/Fire Code Review. Lynn Chandler notes that two exits are required from this new dining area, and they cannot go through the kitchen. The space will have to be revised to include the second exit. In addition, the new space will have to be separated from the remainder of the building, including the existing portion of the restaurant, with a minimum of a two-hour rated wall. As an option, the applicant can install a fire sprinkler in the building.

Landscaping. The landscaping on the site meets the requirements of the ordinance. However, Slade Strickland notes the following:

1. There are two large pecan trees located on the northwest corner of Chamberlain's and the southeast corner of the proposed Chamberlain's expansion that should be removed and replaced with 4" caliper (diameter) Shumard Red Oaks to match the existing red oaks within the retail center parking lot islands.

These trees are in a severe state of decline and present a potential hazard from fallen dead limbs. The remaining pecans along Belt Line Road appear to be in good condition, but staff recommends removal of the dead limbs in these trees to eliminate the hazard.

2. The applicant did not include landscape plans for the areas adjacent to the new building expansion and parking lot. A plan will need to be submitted for review and approval showing the amount of landscape area to be added or removed, including a detailed planting and irrigation plan.
3. All dead or missing plant material will need to be replaced within all of the retail center landscaped areas.
4. A freeze and rain sensor will need to be wired to the irrigation controller if they do not already exist.

Parking. Parking in this center is very constrained due to the popularity of the restaurants in the center. In addition, the popularity of the restaurants makes it hard for small retailers to stay in business because restaurant customers are constantly taking up their parking. In order to allow Chamberlain's to expand, the shopping center

owner is going to tear down the southern part of the building Chamberlain's occupies. All of the building that is south of the current dentist office will be demolished and 24 parking spaces will be added in that area. The owner will also add a small landscaped median in part of the demolished space.

The parking is figured at one space per 100 square feet for restaurant uses, and one space per 200 square feet for retail uses. The numbers shown in the "Tabulations" table on the site plan are not correct. In addition, the site plan indicates that the small optical shop in the middle of the site will be converted to restaurant use, but the owner has indicated it will remain retail. After the demolition, the center will have 22,049 square feet of retail uses, which require 110 spaces, and 20,266 square feet of restaurant uses, which require 207 spaces. The center will require 313 parking spaces and will provide 348 spaces.

Signs. The applicant did not submit plans for any signs, and he may not be proposing any changes to the signs on the restaurant. However, the applicant should be aware that all signs must be permitted under the requirements of the Addison Sign ordinance, and cannot be approved through this process. The applicant should also be aware that the Town has a policy against the use of any terms or graphic depictions that denote alcoholic beverages in exterior signs.

RECOMMENDATION:

Staff recommends approval of the request for an amendment to an existing Special Use Permit for a restaurant, and an amendment to an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, subject to the following conditions:

1. There are two large pecan trees located on the northwest corner of Chamberlain's and the southeast corner of the proposed Chamberlain's expansion that should be removed and replaced with 4" caliper (diameter) Shumard Red Oaks to match the existing red oaks within the retail center parking lot islands. These trees are in a severe state of decline and present a potential hazard from fallen dead limbs. The remaining pecans along Belt Line Road appear to be in good condition, but staff recommends removal of the dead limbs in these trees to eliminate the hazard.
2. The applicant did not include landscape plans for the areas adjacent to the new building expansion and parking lot. A plan will need to be submitted for review and approval showing the amount of landscape area to be added or removed, including a detailed planting and irrigation plan.

3. All dead or missing plant material will need to be replaced within all of the retail center landscaped areas.
4. A freeze and rain sensor will need to be wired to the irrigation controller if they do not already exist.

Respectfully submitted,

A handwritten signature in black ink that reads "C Moran". The "C" is large and loops around the "M". The "RAN" is written in a more standard, slightly slanted font.

Carmen Moran
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in a rescheduled session on August 4, 2005, voted to recommend approval of the amendment to a Special Use Permit for a restaurant and the Special Use Permit for the sale of alcoholic beverages for on-premises consumption, subject to the following conditions:

-There are two large pecan trees located on the northwest corner of Chamberlain's and the southeast corner of the proposed Chamberlain's expansion that should be removed and replaced with 4" caliper (diameter) Shumard Red Oaks to match the existing red oaks within the retail center parking lot islands. These trees are in a severe state of decline and present a potential hazard from fallen dead limbs. The remaining pecans along Belt Line Road appear to be in good condition, but staff recommends removal of the dead limbs in these trees to eliminate the hazard.

-The applicant did not include landscape plans for the areas adjacent to the new building expansion and parking lot. A plan will need to be submitted for review and approval showing the amount of landscape area to be added or removed, including a detailed planting and irrigation plan.

-All dead or missing plant material will need to be replaced within all of the retail center landscaped areas.

-A freeze and rain sensor will need to be wired to the irrigation controller if they do not already exist.

Voting Aye: Bernstein, Doepfner, Knott, Meier, Wood

Voting Nay: None

Absent: Chafin, Jandura

To: Carmen Moran, Director Development Services

From: Lynn Chandler, Building Official

Date: July 15, 2005

Subject: Case 1501-SUP/Chamberlins

Two exits are required from the new dining area. They shall be separated by a minimum of one-half the largest diagonal of the area served and they shall open in the direction of egress. The exits shall be readily openable from the egress side without the use of a key or special knowledge or effort. If the occupant load exceeds 99, panic hardware will be required. The dining room exit shall not pass through a kitchen area. The required exits shown on the plan do not appear to meet this requirement.

A landing and stair complying with the 2000 IBC will have to be constructed at the rear exit.

The new space will have to be separated from the remainder of the building, including the existing portion of the restaurant, with a minimum of two-hour rated walls unless a fire sprinkler is installed. All openings in these walls will be required to have a minimum fire rating of one and one-half hour and all other penetrations will be required to be fire sealed per Chapter 7 of the 2000 IBC.

Memorandum

Date: July 20, 2005
To: Carmen Moran, Director of Development Services
From: Slade Strickland, Director of Parks and Recreation
Subject: Case 1501-SUP/Chamberlain's

The landscaping for this center as a whole, including the Belt Line landscape buffer, is generally well maintained. The following landscape/irrigation conditions will apply to this application:

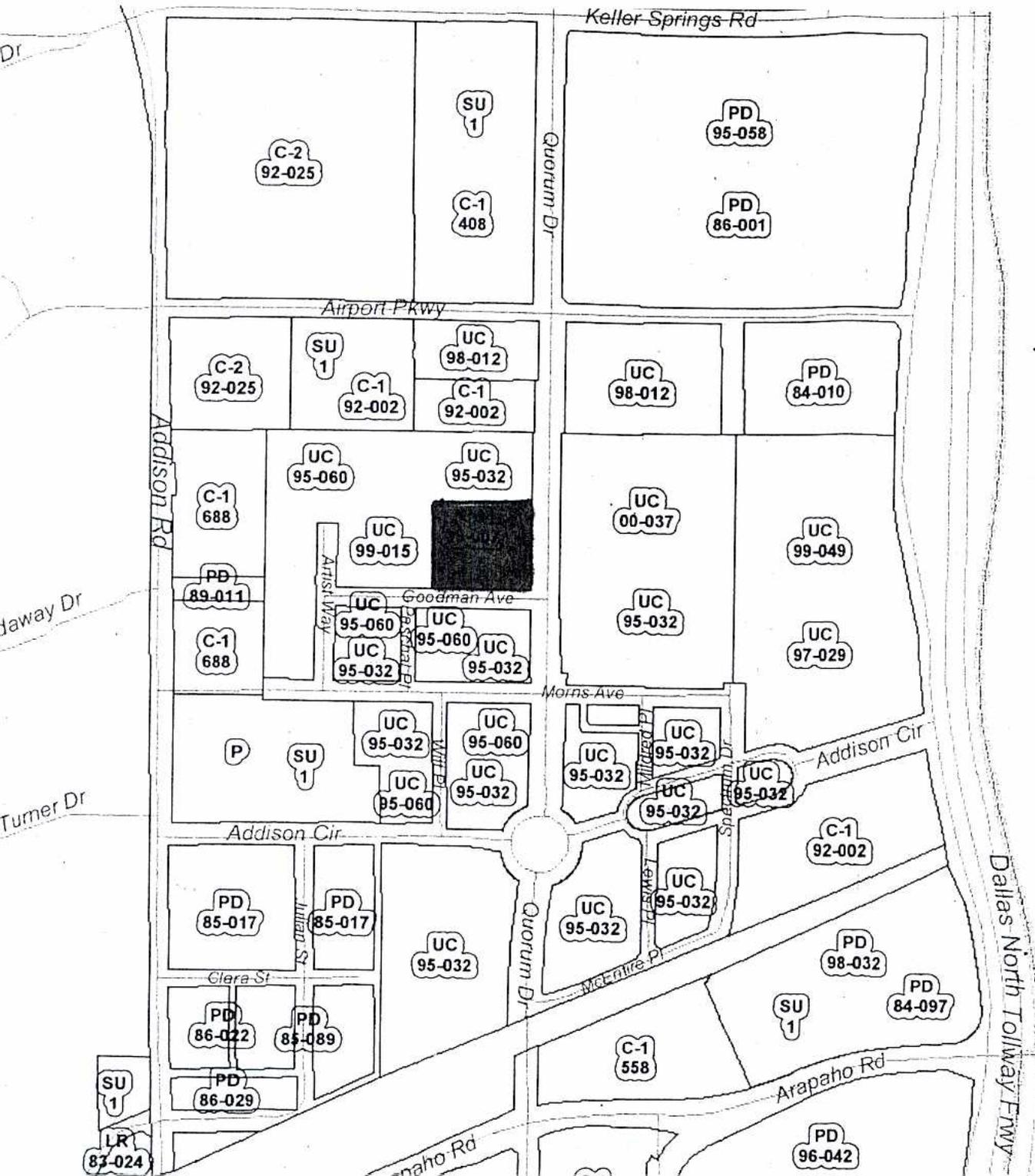
1. There are two large pecan trees located on the northwest corner of Chamberlain's and the southeast corner of the proposed Chamberlain's expansion that should be removed and replaced with 4" caliper (diameter) Shumard Red Oaks to match the existing red oaks within the retail center parking lot islands.

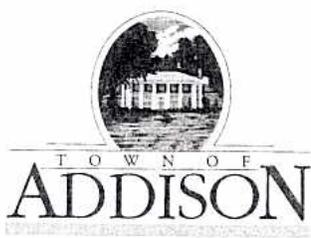
These trees are in a severe state of decline and present a potential hazard from fallen dead limbs. The remaining pecans along Belt Line Road appear to be in good condition, but staff recommends removal of the dead limbs in these trees to eliminate the hazard.

2. The applicant did not include landscape plans for the areas adjacent to the new building expansion and parking lot. A plan will need to be submitted for review and approval showing the amount of landscape area to be added or removed, including a detailed planting and irrigation plan.
3. All dead or missing plant material will need to be replaced within all of the retail center landscaped areas.
4. A freeze and rain sensor will need to be wired to the irrigation controller if they do not already exist.

1498-Z

Case 1498-Z/Fairfield Residential. Requesting approval of a final development plan, with waivers to design standards, for a townhouse/condominium project in the UC District – Residential subdistrict, in the area known as Addison Circle, located on one tract of 1.83 acres at the northwest corner of Quorum Drive and Goodman Avenue, on application from Fairfield Residential, LLC, represented by Ms. Claire Janak.





Addison 50!

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

FAX (972) 450-7043

July 22, 2005

STAFF REPORT

RE: Case 1498-Z/Fairfield Residential, LLC

LOCATION: 1.83 acres in the UC, Urban Center district – Residential Subdistrict of Addison Circle, and located at the northwest corner of the intersection of Quorum Drive and Goodman Avenue

REQUEST: Approval of a final development plan with waivers to design standards, for a townhouse/condominium project of approximately 140 units

APPLICANT: Fairfield Residential, LLC, represented by Ms. Claire Janek

DISCUSSION:

Background. Addison Circle is a development that was envisioned through a long-term planning process called Addison 2020. During that process, a group of Addison citizens determined that a neo-traditional, urban neighborhood, with mixed uses, would be a logical development direction for the Town. The Town worked for many months with Columbus Realty Trust on a set of development standards, which were codified into the Urban Center zoning district, a new zoning classification in the Addison Zoning Ordinance.

The "UC" Urban Center zoning classification was added to the zoning ordinance on May 3, 1995 through Ordinance 095-019. Columbus Realty, which later became Post Properties, constructed three phases of multi-family developments under the UC district regulations. Development plans for Phase I (460 residential units) were approved on

July 17, 1995 through Ordinance 095-032. Phase II (610 residential units, a 300,000 square foot office building, and six town homes) was approved on June 24, 1997 through Ordinance 097-029, and Phase III (264 residential units) was approved on March 9, 1999, through Ordinance 099-007. A condominium development (The Aventura) of 86 units was approved on November 9, 1999 through Ordinance 099-049. At this point, Addison Circle contains 1,330 residential units, approximately 340,000 square feet of Class A office space, and approximately 110,139 square feet of retail/restaurant space.

In July of 2000, Post Properties submitted a development plan for Phase IV in Addison Circle. That phase contained an additional 255 multi-family units and 7,986 square feet of retail space. It covered 3.27 acres at the northeast corner of Quorum Drive and Morris Avenue. The plan entailed some amendments to the Concept plan, and both the amendments and the development plan were approved on September 26, 2000 through Ordinance 000-037. However, later in 2000, Post Properties determined that it would not build any more units in Addison Circle and let its option to purchase additional pieces of land lapse.

The remaining land in Addison Circle was purchased by TexOK Properties, which then sold the two remaining large tracts in the residential sub-district to different developers. CityHomes, a subsidiary of Centex Homes, bought the property on the east side of Quorum Drive, between Quorum and Spectrum. CityHomes is now under construction on 183 townhome/condominium units.

The tract under discussion in this case is the remaining large tract on the west side of Quorum Drive. Fairfield Residential purchased it in 2003. Fairfield gained approval for its concept plan for the site, and preliminary approval for the first building in the project in January of 2005. At this point Fairfield is seeking approval for a final development plan for Tract 1.

FINAL DEVELOPMENT PLAN

Fairfield Residential is requesting approval of a final development plan for Tract 1. It is a 1.83-acre tract that is located at the northwest corner of the intersection of Goodman Avenue and Quorum Drive. Fairfield is proposing a "hybrid" building. It has three types of units: townhomes, flat or one-story condominiums, and loft, or two-story units. While the combination of unit types makes for an interesting building, it causes it to not fit neatly into any of the UC district categories for dimensional and design standards. The design standards anticipated a townhome product that was similar to the product currently being built by CityHomes, not a townhome/condominium in a high-rise

building, so the design standards for a townhome don't fit the townhomes the applicant is proposing. Therefore, the building will be measured against the ordinance using the Multifamily use standards.

DESIGN STANDARDS

The project does not propose any retail uses. The following standards are contained within the residential subdistrict of the "UC" Urban Center regulations:

Section 2. Use Regulations. The plans show a development that is 100% residential, which meets the use requirements.

Section 3. Dimensional and Design Standards

Subsection A, Lot Dimensions.

The minimum lot width dimension for a multi-family use is 200 feet. The minimum lot depth dimension for a multi-family use is 200 feet. The proposed building meets both of those standards.

Subsection B, Intensity of use

1. Maximum lot coverage

The maximum lot coverage for a multifamily use shall be 85%, which this project exceeds. A waiver of design standards was approved in the preliminary plan, and staff recommends approval of the same waiver for the final plan.

Subsection C. Minimum area per dwelling unit

The minimum area per dwelling unit shall be 800 square feet, which exceeds the minimum required square footage.

Subsection D. Building heights.

The minimum height for a multifamily building is 40 feet. The maximum height is 92 feet. This building is 75 feet tall, which is within the standards.

Subsection E, Paragraph 7. Patios

The ordinance provides that patios may not be constructed within the required setback zone. The applicant is proposing some pedestrian stoops along Quorum Drive, and those will project into the setback for a small distance. A waiver of design standards was approved in the preliminary plan, and staff recommends it be approved for the final plan. However, on the plan labeled "Final Development Plan Tract 1 (only)", there appear to be 8-foot wood fences shown on the front of the building. Those wood fences match up on the landscape layout plan with small garden areas for the townhomes. The Town is eager to allow residents to have small gardens in front of the units, and even eager to allow them to fence them. However 8-foot wood fences will not be allowed around these spaces.

Any fences around personal garden spaces shall be open wrought-iron fences, and shall not be allowed to be over 48-inches in height. Examples of this type of fence are already in place on the CityHomes townhomes and the Morris Avenue Townhomes.

Subsection H. *Parking.*

The parking standards for all types of residential uses in the district require one off-street parking space per bedroom up to a maximum of two spaces per unit. According to the staff's calculations, the building will require a minimum of 203 spaces. The plans indicate the building will provide 262 spaces. While this exceeds the requirement for parking, the staff often hears complaints from Addison Circle residents about the lack of available parking for visitors. While this building will be surrounded by on-street parking spaces, those spaces always seem to be occupied, often by building residents. The applicant would be well-served to make sure that the visitor parking is well-marked and easy for visitors to access.

Subsection J., Paragraph 1 (a) *Exterior appearance.*

Fairfield is requesting a waiver of design standards for the exterior elevations. Under the ordinance, all exterior elevations, which face a public street, must be 90% brick. The applicant submitted exterior elevations for a building that are 90% brick on the first five floors, but stucco on the top two levels, which are the loft units. The loft units are set back from the front of the building in order to provide generous patio areas, however, they count just like the bottom floors, and therefore the building does not meet the 90% requirement. The waiver to the design standard for less than 90% masonry was approved at the preliminary plan stage, and staff recommends it be approved for the final development plan.

Subsection J., Paragraph 2 (a) *Colors.*

Colors. The ordinance requires the dominant color of all buildings and roofs to be warm gray, red, beige, and/or brown. Black and stark white shall not be used. The colors proposed by the applicant appear to meet this requirement.

Subsection K. *Landscaping Requirements.* The plans indicate Fairfield plans to follow the standards contained in the UC district.

Fire Code Requirements. The Fire Prevention Chief has reviewed the plans, and has a location on the site plan at the corner of Goodman Avenue and the proposed mews, where a fire hydrant must be added. He also notes that the plans indicate the building will meet the criteria of a high-rise building, and as such it will be subject to the provisions of Section 403 of the Building Code.

Building Code Requirements. Lynn Chandler has reviewed the plans, and he notes that all units that have a gross square footage in excess of 2,000 square feet will be required to have two exits from the unit. The Building Code will require these additional exits; therefore, it does not need to be a condition for zoning approval.

Engineering. Steve Chutchian in, the Public Works Department (memo attached), has reviewed the plans and he has the following comments:

- Engineering plans and specifications for construction of on-site and off-site improvements, including water, sanitary sewer, drainage, paving and landscaping must be approved by the Town prior to initiation of construction.
- Proposed water main must be looped around residential street to connect with system in Artist Way as second phase of development occurs.

SUMMARY

As staff noted in the preliminary development plan for this project, staff is very pleased with the density of the development and the variety of housing types being offered. Staff had some concerns at the preliminary design stage about the connection between the building and the ground. This is a "podium" building in that it is built above two levels of parking. The parking garage is 50% open, which means there are large openings on three sides of the building. Staff was particularly concerned about the large open holes where the parking garage met the ground.

For the final development plan, the applicant has revised the design to make the holes less obvious. The architects have made them look like windows. They have made them the same size and in the same alignment as the windows above them, and even added mullions to the openings that are the same as the mullions in the windows above. In addition, the architects have added green screens under the openings, which the landscape plan proposes to cover with evergreen shrubs.

Staff believes that the garage openings are adequately disguised on the north and south sides of the building. However, there are five large garage openings on the west side of the building where the stairs come down from the deck into the mews street. These openings will be directly across from the park the Town is building for this project. Staff is willing to work with the applicant on a revised façade for this area, but it is not comfortable with the large openings and lack of detailing that is currently proposed for this important area. Addison Circle buildings cannot have a backside because of the pedestrian nature of the neighborhood. This is always a challenge for architects and landscape architects, but the staff thinks a better effort can be made on this west side. Particularly since this is the side that will be directly across from the last park in the district.

RECOMMENDATION

Staff recommends approval of the proposed final development plan with the following waivers to design standards, as requested by the applicant:

Waiver 1 – Maximum Lot Coverage 85% for Multifamily Use and Maximum Lot Coverage 65A% for Townhouse/Condominium

Staff recommends approval.

Waiver 2 – Patios may not be constructed within the required setback zones. This limitation, however, does not apply to sidewalk cafes.

Staff recommends approval for this waiver. However, no wood fences shall be allowed around any patio or garden areas. Any fences installed around patio or garden areas must be wrought-iron, with pickets that shall not be closer than 4 inches together, and shall not exceed 48-inches in height.

Waiver 5 (a) – At least 90 percent of the exterior cladding of all exterior walls fronting or visible from public streets (including above grade parking structures) shall be brick construction. . .

Staff recommends approval.

Staff recommends approval of the development plans subject to the following conditions:

-The applicant will be required to follow the UC district standards for landscaping, with the exception of the tree fencing shown on the tree pit plans.

-A fire hydrant shall be installed on the northeast corner of the intersection of Goodman Avenue and the proposed mews street.

-Information on the submittal seems to indicate this building will meet the criteria of a high-rise building. As such, it will be subject to the provisions of Section 403 of the Building Code.

-Engineering plans and specifications for construction of on-site and off-site improvements, including water, sanitary sewer, drainage, paving and landscaping must be approved by the Town prior to initiation of construction.

-Proposed water main must be looped around residential street to connect with system in Artist Way as second phase of development occurs.

-The façade for the west side shall be revised to eliminate the five large openings into the garage on the north and south sides of the stairs.

Respectfully submitted,

A handwritten signature in black ink that reads "CMORAN". The letters are stylized and connected, with a large "C" and "M" at the beginning.

Carmen Moran
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on August 4, 2005, voted to recommend approval of the following:

Approval of the proposed final development plan with the following waivers to design standards, as requested by the applicant:

Waiver 1 – Maximum Lot Coverage 85% for Multifamily Use and Maximum Lot Coverage 65A% for Townhouse/Condominium

Commission recommends approval.

Waiver 2 – Patios may not be constructed within the required setback zones. This limitation, however, does not apply to sidewalk cafes.

Commission recommends approval for this waiver. However, no wood fences shall be allowed around any patio or garden areas. Any fences installed around patio or garden areas must be wrought-iron, with pickets that shall not be closer than 4 inches together, and shall not exceed 48-inches in height.

Waiver 5 (a) – At least 90 percent of the exterior cladding of all exterior walls fronting or visible from public streets (including above grade parking structures) shall be brick construction. . .

Commission recommends approval.

Commission recommends approval of the development plans subject to the following conditions:

-The applicant will be required to follow the UC district standards for landscaping, with the exception of the tree fencing shown on the tree pit plans.

-A fire hydrant shall be installed on the northeast corner of the intersection of Goodman Avenue and the proposed mews street.

-Information on the submittal seems to indicate this building will meet the criteria of a high-rise building. As such, it will be subject to the provisions of Section 403 of the Building Code.

-Engineering plans and specifications for construction of on-site and off-site improvements, including water, sanitary sewer, drainage, paving and landscaping must be approved by the Town prior to initiation of construction.

-Proposed water main must be looped around residential street to connect with system in Artist Way as second phase of development occurs.

-The façade for the west side shall be revised to eliminate the five large openings into the garage on the north and south sides of the stairs.

Voting Aye: Bernstein, Doepfner, Knott, Meier, Wood

Voting Nay: None

Absent: Chafin, Jandura

To: Carmen Moran, Director Development Services

From: Lynn Chandler, Building Official

Date: July 15, 2005

Subject: Case 1498-Z/Fairfield Residential

The applicant should be aware that if a unit exceeds a gross square footage of 2000 square feet, two exits will be required from the unit. They will be required to be separated a minimum of one-third the largest diagonal of the area served apart. Gross square footage is the area of the entire unit and no deductions can be made for kitchens, closets, wall, or column thickness.

Carmen Moran

From: Steve Chutchian
Sent: Wednesday, July 20, 2005 1:39 PM
To: Carmen Moran
Subject: Fairfield Residential Development

The following comments are submitted for **Case 1498-Z/Fairfield Residential**:

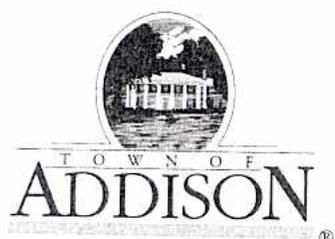
- Engineering plans and specifications for construction of on-site and off-site improvements, including water, sanitary sewer, drainage, paving and landscaping must be approved by the Town prior to initiation of construction.
- Proposed water main must be looped around residential street to connect with system in Artist Way as second phase of development occurs.

Should you have any questions, please let me know.

Steve Chutchian
Assistant City Engineer



50 YEARS OF FUN!



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

July 21, 2005

STAFF REPORT

RE: PRELIMINARY PLAT/Addison
Fairfield Residential, Lots 1-4

LOCATION: 4 lots on 8.919 acres in the UC
District – Residential subdistrict

REQUEST: Approval of a preliminary plat

APPLICANT: Huitt-Zollars, Inc, represented by
Mr. David Meyers

DISCUSSION:

Background. This 8.919 acre tract is owned by Fairfield Residential. The company plans to develop Lot 1 with an approximately 140-unit condominium property. In the future, it plans to develop Lot 2 with another condominium property. Lot 3 will ultimately be developed with an apartment project, and Lot 4 will be dedicated to the Town for a park. Fairfield wants to receive approval of a preliminary plat for the entire 8.919-acre tract, and final plat approval for just Lot 1, Block 1

Public Works Review. Steve Chutchian in Public Works has reviewed the plat, and he has the following conditions for approval:

- Designate Lot 1 as Lot 1, Block 1.
- Designate Lots 2 & 3, respectively, as Lots 1 & 2, Block 2.
- Designate proposed park site as Lot 1, Block 3.
- Plat all of proposed residential street around proposed part site with final plat.
- Dedicate 13 ft. right-of-way across entire frontage of property and adjacent to Quorum Drive, in lieu of proposed 13 ft. landscape, drainage and utility easement.
- Show width of right-of-way of Quorum Drive on plat.
- Correct typo in first paragraph of dedication language that refers to this plat as Addison Circle, Phase IV addition

RECOMMENDATION:

Staff recommends approval of the proposed preliminary plat for the Addison Fairfield Residential, Lots 1-4 Addition, subject to the conditions listed above.

Respectfully submitted,

A handwritten signature in black ink that reads "CMORAN". The letters are stylized and connected, with a large "C" and "M" at the beginning.

Carmen Moran
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on August 4, 2005, voted to recommend approval of the preliminary plat, on application from Fairfield Residential, subject to the following conditions.

- Designate Lot 1 as Lot 1, Block 1.
- Designate Lots 2 & 3, respectively, as Lots 1 & 2, Block 2.
- Designate proposed park site as Lot 1, Block 3.
- Dedicate 13 ft. right-of-way across entire frontage of property and adjacent to Quorum Drive, in lieu of proposed 13 ft. landscape, drainage and utility easement.
- Show width of right-of-way of Quorum Drive on plat.
- Correct typo in first paragraph of dedication language that refers to this plat as Addison Circle, Phase IV addition

Voting Aye: Bernstein, Doepfner, Knott, Meier, Wood

Voting Nay: None

Absent: Chafin, Jandura

Carmen Moran

From: Steve Chutchian
Sent: Wednesday, July 20, 2005 11:20 AM
To: Carmen Moran
Subject: FW: Final-Plat of Addison Fairfield Residential

-----Original Message-----

From: Steve Chutchian
Sent: Wednesday, July 20, 2005 9:05 AM
To: Carmen Moran
Subject: Final Plat of Addison Fairfield Residential

The following comments are submitted for **Preliminary PLAT/Addison Fairfield Residential**:

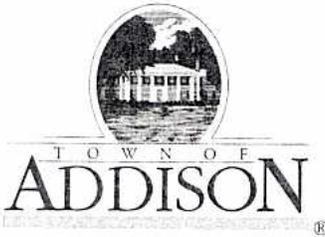
- Designate Lot 1 as Lot 1, Block 1.
- Designate Lots 2 & 3, respectively, as Lots 1 & 2, Block 2.
- Designate proposed park site as Lot 1, Block 3.
- Plat all of proposed residential street around proposed part site with final plat.
- Dedicate 13 ft. right-of-way across entire frontage of property and adjacent to Quorum Drive, in lieu of proposed 13 ft. landscape, drainage and utility easement.
- Show width of right-of-way of Quorum Drive on plat.

Should you have any questions, please let me know.

Steve Chutchian
Assistant City Engineer



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

FAX (972) 450-7043

July 22, 2005

STAFF REPORT

RE: FINAL PLAT/Addison
Fairfield Residential, Lot 1, Block
1

LOCATION: One lot of 2.677 acres in the UC
District, Residential subdistrict,
at the northwest corner of
Quorum Drive and Goodman
Avenue

REQUEST: Approval of a final plat

APPLICANT: Huitt-Zollars, Inc, represented by
Mr. David Meyers

DISCUSSION:

Background. Fairfield Residnetial owns an 8.919-acre tract in this district. It plans to develop the tract in stages. Fairfield has filed a preliminary plat for the entire tract on this same agenda (Item #4). At this time, Fairfield only wants to file a final plat for Lot 1, and that portion of the streets needed to support it.

Public Works Review. Steve Chutchian in Public Works has reviewed the plat, and he has the following conditions for approval:

- Designate Lot 1 as Lot 1, Block 1.
- Designate Lots 2 & 3, respectively, as Lots 1 & 2, Block 2.
- Designate proposed park site as Lot 1, Block 3.
- Show dedication of park site on plat by indicating bearing and distance around the lot and include designation in the title block.
- Plat all of proposed residential street around proposed park site with final plat.

- Dedicate 13 ft. right-of-way across entire frontage of property and adjacent to Quorum Drive, in lieu of proposed 13 ft. landscape, drainage and utility easement.
- Show width of right-of-way of Quorum Drive on plat.

RECOMMENDATION:

Staff recommends approval of the proposed preliminary final plat for the Addison Fairfield Residential, Lot1, Block 1 Addition, subject to the conditions listed above.

Respectfully submitted,

A handwritten signature in black ink that reads "C MORAN". The "C" is large and loops around the "M", and "ORAN" is written in a similar style.

Carmen Moran
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on August 4, 2005, voted to recommend approval of the final plat, on application from Fairfield Residential, subject to the following conditions.

- Designate Lot 1 as Lot 1, Block 1.
- Designate Lots 2 & 3, respectively, as Lots 1 & 2, Block 2.
- Designate proposed park site as Lot 1, Block 3.
- Show dedication of park site on plat by indicating bearing and distance around the lot and include designation in the title block.
- Plat all of proposed residential street around proposed park site with final plat.
- Dedicate 13 ft. right-of-way across entire frontage of property and adjacent to Quorum Drive, in lieu of proposed 13 ft. landscape, drainage and utility easement.
- Show width of right-of-way of Quorum Drive on plat.

Voting Aye: Bernstein, Doepfner, Knott, Meier, Wood

Voting Nay: None

Absent: Chafin, Jandura

Carmen Moran

From: Steve Chutchian
Sent: Friday, July 22, 2005 10:06 AM
To: Carmen Moran
Subject: FW: Final Plat of Addison Fairfield Residential

-----Original Message-----

From: Steve Chutchian
Sent: Wednesday, July 20, 2005 9:05 AM
To: Carmen Moran
Subject: Final Plat of Addison Fairfield Residential

The following comments are submitted for **Final PLAT/Addison Fairfield Residential**:

- Designate Lot 1 as Lot 1, Block 1.
- Designate Lots 2 & 3, respectively, as Lots 1 & 2, Block 2.
- Designate proposed park site as Lot 1, Block 3.
- Show dedication of park site on plat by indicating bearing and distance around the lot and include designation in the title block.
- Plat all of proposed residential street around proposed park site with final plat.
- Dedicate 13 ft. right-of-way across entire frontage of property and adjacent to Quorum Drive, in lieu of proposed 13 ft. landscape, drainage and utility easement.
- Show width of right-of-way of Quorum Drive on plat.

Should you have any questions, please let me know.

Steve Chutchian
Assistant City Engineer

Council Agenda Item: #R13

SUMMARY:

Staff will present a schematic design concept of the Fairfield Park prepared by Talley Associates Landscape Architects for the Council’s review and approval.

FINANCIAL IMPACT:

Budgeted Amount: **\$15,000 – Schematic Design Fee**

Cost: **\$15,000 – 2004-2005 Parks Capital Projects Fund**

The preliminary construction estimate based on the schematic design is approximately \$795,000, which equates to \$11.62 per foot. As a point of reference, the costs of the Addison Circle District park areas are summarized as follows:

Parkview Park - .69 acres:	\$8.85 per foot	\$266,000
Bosque Park – 1 acre:	\$9.41 per foot	\$411,000
Esplanade Park – 1.43 acres:	\$11.47 per foot	\$715,000
Fairfield Park – 1.57 acres:	\$11.62 per foot	\$795,000 (Estimated)

The Addison Circle Master Facilities Agreement establishes the range of cost for this park at \$650,000 - \$700,000, which was estimated over ten years ago. The higher cost estimate is attributable to the inflated cost of construction since the original cost estimates were established, as well as, the introduction of a small water feature.

BACKGROUND:

The Master Facilities Agreement for funding the public infrastructure in Addison Circle lays out requirements for funding, design and construction of public parks.

Last year the Council approved preliminary development plans that included a 1.57-acre park site directly west of the Fairfield residential tract. Based on the Council’s direction, a design team was put in place consisting of Fairfield Development representatives, Talley Associates Landscape Architects and staff to steer the schematic design process for the park. The proposed schematic plan is a culmination of the input provided by the design team.

The primary design criterion was to blend the park design with the elevated plaza/open space proposed on the Fairfield Residential plan to provide continuity between the two spaces. Other design criteria included providing shade using trees and a shade structure, flexible open space for easy pedestrian access from all sides of the park and small special events, landscaping in keeping with the surrounding development, lighting, seating areas and a simple fountain feature.

RECOMMENDATION:

Staff recommends approval.

Council Agenda Item: #R14

SUMMARY:

Staff recommends that the Council approve a design proposal from Talley Associates Landscape Architects totaling \$52,525 for landscape architecture design services related to the 1.57-acre Fairfield Park.

The attached proposal from Talley Associates outlines the scope of services and fee schedule.

FINANCIAL IMPACT:

Project Budget
Amount: **\$850,000.00 - Design and Construction Budget**

Estimated
Construction Budget: **\$798,000.00**

Design Fee Cost: **\$52,525.00 – Design Fee**

The project will be supported in the Parks Capital Project fund. Funding will be from funds remaining after having completed Parkview Park (\$403,000), contributions committed from the Fairfield developer (\$184,000), and a transfer from the General fund (\$263,000).

The total design fee of \$52,525 is 6.5 percent of the \$798,000 construction budget. Based on past experience, this fee range is consistent with prior fees with similar services. Surrounding municipalities are paying design fees generally ranging from 6 percent to 13 percent depending on the scope of services. This fee is lower than usual because the developer provided the survey and platting information, thus a fee for these services was not required.

BACKGROUND:

As outlined in the proposal, the scope of work includes design of the 1.57-acre park that considers elements consisting of a pedestrian shade structure, flexible open space, park benches, lighting, decorative paving, landscaping, irrigation and a simple fountain feature.

Talley Associates Landscape Architects scope of services will include refinement of the schematic design based on the Council's review and input, design development and construction plans, contract administration and construction observation.

Construction plans are scheduled to be completed in November 2005.

RECOMMENDATION:

Talley Associates has successfully completed design work for the Cityhomes Parkview Park and the Stone Cottage Parking Lot. They have done a good job of providing accurate cost estimates on both projects.

Staff recommends approval.

25 April 2005
Revised 26 July 2005

Mr. Slade Strickland
Director, Parks and Recreation
Town of Addison
PO Box 9010
Addison, Texas 75001-9010

Re: Proposal/Agreement for Landscape Architectural Services
Fairfield Park
TA 5034

Dear Slade:

Talley Associates, Inc. ("Talley") is pleased to submit to the Town of Addison ("Client") this proposal for landscape architectural services for Fairfield Park ("Project") located near Quorum Drive, and Goodman Avenue in Addison, Texas, and being approximately 1.6 acres in size ("Site"). The park is the focal point of the proposed Addison Fairfield Residential development.

Upon acceptance of the terms and conditions provided herein by Client (as evidenced by the execution of this document by Client in the space indicated below), this document shall become the fully binding and exclusive agreement between the parties with respect to the Project (this document, whether accepted or not, shall be referred to herein as this "Agreement"). Based on our understanding of the Project, Talley proposes to provide Client with the following design development, construction documentation and/or construction administration services (collectively "Services") with respect to the Project:

A. BASIC SERVICES

1. **Design Development.** Based on the approved schematic design and Client input, Talley will prepare a design development package for the Site, illustrating the following:
 - a. Layout and materials plan, at a design development level;
 - b. Grading plan, at a design development level;
 - c. Planting plan at a design development level;
 - d. Site lighting including electrical engineering, at a design development level;
 - e. Details and sections, at a design development level, at appropriate scales necessary to convey the sizes, appearances, finishes, and colors of pavements, walls, steps, planters, Site furnishings, Site structures including trellis, lighting and irrigation equipment; and
 - f. Preliminary technical specifications (CSI format) describing all elements of the proposed work.

The design development package will be drawn at a scale sufficient to explain design intent. Drawings will include a color rendered site plan and any necessary cross sections and enlarged plans to explain the design intent. Talley will prepare a statement of probable cost, based upon the schematic design package.

2. Construction Documentation. Based on the Client approved design development package, Talley will prepare a set of contract documents sufficient to describe the work necessary for construction (the "Contract Documents"). The following documents will be prepared:

- a. Layout and materials plan;
- b. Grading plan;
- c. Planting plan;
- d. Site lighting including electrical engineering;
- e. Irrigation plan;
- f. Details and sections at appropriate scales necessary to convey the sizes, appearances, finishes, and colors of pavements, walls, steps, planters, Site furnishings, Site structures including trellis, lighting and irrigation equipment; and
- g. Complete Technical Specifications (CSI format) describing all elements of the proposed work. General and supplementary general conditions of the construction contract and the necessary contract forms will be provided by the Client.

3. Bidding and Negotiation/Construction Administration. Upon the completion of the other Basic Services provided above, Talley will assist Client in the retention of qualified personnel to provide the services required to complete the Project, as follows:

- a. Preparation of any addenda to the Contract Documents as may be required during the bidding or negotiating process;
- b. Evaluation and assessment of bids or negotiated proposals;
- c. Propose and/or evaluate value engineering and substitutions with respect to cost implications and effect on quality and/or scope of the work;
- d. Attend one pre-construction meeting and assist the Client in conducting this meeting;
- e. Review shop drawings and contractor submittals as they relate to the overall site development and general conformance of the design as set forth by the contract documents;
- f. Assist in the review of substitutions, change orders, contractor schedule reports and pay requests;
- g. Make one trip with the selected contractor for the selection and tagging of plant material;
- h. Visit the Site to observe and report on the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. Site visits are limited to eight Site visits plus one punch list visit.
- i. Provide a written report of each Site visit, including a summary of any corrective work to be performed;
- j. Assist the contractor in the preparation of a list of items requiring corrective action prior to the contractor's final pay request and Client's acceptance; and
- k. Determine and certify substantial completion.

B. ADDITIONAL SERVICES. The following additional services related to the Project may be provided if mutually agreed upon by the parties, and if so provided shall become part of the Services:

1. Preparation of environmental graphics package;
2. Survey or base map preparation of the Site;
3. Any rezoning related services;
4. Services for special Site features or amenity, i.e. fountain mechanical;
5. Professional model building services;
6. Additional travel beyond that provided in this Agreement;
7. Civil or mechanical engineering services; storm water calculations, subsurface drainage and utility layouts as they relate to any aspect of the Project;

8. Illustrative renderings beyond those described in the Basic Services listed in this Agreement;
9. Construction document revisions due to Client requested changes once construction document level design has commenced;
10. Construction administration services beyond those described in Basic Services;
11. Special investigations involving detailed consideration of operations, maintenance, and overhead expenses; special feasibility studies, appraisals and valuations; and material audits or inventories required by Client;
12. Environmental impact studies or assessments or audits and/or services in connection with Regulatory Agency Permitting; and
13. Preparation of maintenance manuals.

C. *EXCLUDED SERVICES.* Unless otherwise agreed to in writing, the following services will not be provided by Talley, and shall not be considered part of the Services:

1. Project management;
2. Processing of payment requests submitted by others;
3. Evaluation of subsurface conditions;
4. Evaluation of soil issues (including suitability for plant material, soil content, level of compaction);
5. Lot line and utilities locations;
6. Preparation of bidding requirements;
7. Preparation of existing plant inventory; and
8. Subsurface drainage design.

D. *CLIENT'S RESPONSIBILITIES.*

1. Client agrees to provide Talley with all information, surveys, reports, and professional recommendations requested by Talley in providing the Services, and acknowledges that Talley may reasonably rely on the accuracy and completeness of any items so provided.
2. Talley is not responsible for any necessary permits from authorities having jurisdiction over the Project and Site. Talley will assist permitting process by completing and submitting appropriate paperwork and forms to Client or governing authorities. Talley's assistance, however, shall not include attendance at more than one meeting with such governing authorities or creating additional or special documentation required by such authorities.
3. Client agrees to comply with the responsibilities provided in this section in a timely manner so as not to delay the orderly and sequential progress of the Services.

E. *ESTIMATED SCHEDULE AND PROJECT BUDGET.*

1. Talley shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule. We estimate that the design development phase of work will be performed within a two month time frame, and that the construction documentation phase of work will be performed within a three month time frame. The bidding and negotiation/construction documentation phase will be performed throughout the bidding and construction process.
2. As of the date of this Agreement, Client's Project construction budget is approximately \$800,000. Client agrees to promptly notify Talley if Client's schedule or budget changes. Client acknowledges

that significant changes to the Project schedule, budget or the scope of the Project may require Additional Services from Talley.

F. REPRESENTATION; STANDARD OF CARE; LIABILITY OF PARTIES; PERFORMANCE OF WORK

1. Talley represents and warrants that it is authorized to practice landscape architecture in the State of Texas and that any necessary licenses, permits or other authorization to practice landscape architecture and to provide the services set forth herein have been heretofore acquired as required by law, rule or regulation.
2. Notwithstanding anything herein to the contrary, Talley and Client agree and acknowledge that Client is entering into this Agreement in reliance on Talley’s professional abilities with respect to performing the services set forth herein. Talley agrees to use its professional skill, judgment and abilities in the performance of its services hereunder, and shall render services under this Agreement and in connection with the Project in accordance with the professional standards of landscape architecture prevailing in the Dallas-Fort Worth metroplex area and shall use the skill and care commensurate with the requirements of the landscape architecture profession. Talley shall perform its services in accordance with all laws, regulations, and rules in accordance with the standard of care set forth herein.
3. Without in any way limiting the foregoing or any other provision of this Agreement, Talley shall be liable to Client for any and all damages, injuries, liability, or other harm of whatever nature to the extent caused by or resulting from any negligent, grossly negligent, or intentionally wrongful errors, acts or omissions of Talley, Talley directors, partners, officers, employees, agents, contractors, subcontractors, or any person or entity for whom Talley is legally liable, in the provision of its services under this Agreement, and for other breaches by Talley to the extent Talley was negligent, grossly negligent, or intentionally wrongful in its performance of professional services under this Agreement.
4. Talley shall perform all work hereunder in a manner satisfactory and acceptable to Client in accordance with the standard of care set forth herein.

G. COMPENSATION AND PAYMENTS. Client agrees to pay Talley as follows:

1. Basic Services:

<i>Task</i>	<i>Est. Hrs.</i> <i>Land. Arch.</i>	<i>Est. Hrs.</i> <i>Staff/Drafter</i>	<i>Fee</i>
1.0 Design Development	50	147	\$17,275
2.0 Construction Documentation	64	222	\$24,750
3.0 Bid. & Neg./Construct. Admin.	80	8	\$10,500
Total	194	377	\$52,525

2. **Additional Services:** On an hourly basis, only with written Client authorization, in accordance with the Hourly Rate Schedule below:

Hourly Rate Schedule

Principal	\$150.00
Associate Principal	\$125.00
Associate	\$ 90.00
Professional Staff - Level Three	\$ 80.00
Professional Staff - Level Two	\$ 75.00
Professional Staff - Level One	\$ 65.00
Administrative Support Staff	\$ 45.00

3. **Reimbursable Expenses:** All reasonable expenses incurred by Talley in providing the Services, including, but not limited to, reproduction, postage, document handling, long distance and facsimile charges, authorized travel are included in the Basic Services fee, including 5 sets of the Contract Documents. Client requested renderings and models other than described in Basic Services shall be in addition to the Basic Services fee.
4. **Billing:** Talley shall submit to Client an invoice or billing statement for Basic and Additional Services, as well as Reimbursable Expenses, in form and substance satisfactory to Client, once a month. All invoices or billing statements shall include a statement of services rendered and the amount owed in connection therewith and the sum of all prior payments. Payment for work properly performed is due within 10 business days from Client's receipt of invoice. Payment not made within 60 days from the end of the calendar month to which the invoice applies will bear interest at the rate of 1.5% per month until paid.

H. TERMINATION.

1. If the Project is suspended for more than 30 consecutive days, for reasons other than the fault of Talley, Talley shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, Talley's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of Talley's services. Talley shall not be entitled to any compensation for any services or work not actually performed as a result of any abandonment or suspension of work by the Client.
2. If the Project is abandoned by the Client because of the abandonment of the Project for more than 90 consecutive days, Talley may terminate this Agreement by giving written notice.
3. This Agreement may be terminated by Client upon not less than fourteen days' written notice to Talley. This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
4. In the event of termination of this Agreement, no amount shall be due Talley for lost or anticipated profits. If Client has compensated Talley for work not yet performed, Talley shall promptly return such compensation to Client in the event of termination. In the event of termination and upon payment to Talley for work properly performed by Talley to the date of termination, Talley shall deliver to the Client all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Talley in connection with this Agreement and the Project.

I. DISPUTE RESOLUTION. Client and Talley agree to mediate claims or disputes arising out of or relating to this Agreement as a condition precedent to litigation. The mediation shall be nonbinding and shall be conducted by a mediation service mutually acceptable to both parties to be chosen within thirty (30) days after written notice by the party seeking mediation. A demand for mediation shall be made within a reasonable time after a claim or dispute arises and the parties agree to participate in mediation in good faith. Mediation fees shall be shared equally. In no event shall any demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statutes of limitation.

J. USE AND OWNERSHIP OF DOCUMENTS; REPRESENTATION REGARDING DOCUMENTS; CLIENT'S APPROVAL OF DOCUMENTS.

1. Upon payment to Talley for work properly performed, drawings, designs, plans, specifications, reports, information, and other documents or materials (together, "Drawings") prepared by Talley in connection herewith belong to, and remain the property of, the Client for its exclusive reuse at any time without further compensation and without any restrictions, and all intellectual property rights in connection with the same (whether copyright or otherwise) are hereby assigned by Talley to Client. Talley may make and retain reproducible copies of the same for Talley's own record and use. Upon such payment to Talley, Client shall be furnished with such Drawings

Client acknowledges that the Drawings are subject to professional interpretations relating to changed circumstances, including the passage of time. Such Drawings are not intended or represented to be suitable for additions, extensions, alterations, or completion of the Project by another landscape architect or use on any other project. Any use without written verification or adaptation for the specific purpose intended shall be at the user's sole risk and without liability or legal exposure to Talley. The Client agrees to waive all claims against Talley and, to the extent permitted by law and without waiving any immunity to which Client is entitled and subject to the limitations of the Texas Tort Claims Act, to the extent that it applies to the Client, indemnify and hold Talley harmless from any liability, claim, injury or loss arising from the negligent use by Client of the Drawings.

Notwithstanding Client's approval of any of the Drawings, Talley warrants and represents that the same, as the same may be amended or supplemented by Talley, per the standard of care, shall, to the best of Talley's knowledge, information and belief as landscape architect performing the practice of landscape architecture in accordance with the standards, duties, and obligations set forth herein, be sufficient and adequate for construction of the Project, shall be free from material error, and shall be satisfactory to the Client. In accordance with the standard of care, Talley agrees that if it shall recommend unsuitable materials in connection with the Project and this Agreement or if the design of the Project should be defective in any way, Talley will assume sole responsibility for any damages, loss, claims, or expenses to the extent caused by Talley's recommendation of unsuitable materials or defective design. Approval by the Client of any of Talley's Drawings or work pursuant to this Agreement shall not constitute nor be deemed a release of the responsibility and liability of Talley, its employees, subcontractors, agents and consultants for the accuracy and competency of the same, nor shall such approval be deemed to be an assumption of or an indemnification for such responsibility or liability by the Client for any defect, error or omission in such Drawings or work, it being understood that the Client at all times is ultimately relying on Talley's skill and knowledge in preparing the Drawings.

2. Client hereby grants Talley the right to include descriptions of the Project in its promotional and professional materials.

- K. GOVERNING LAW.** This Agreement is governed by the law of the state of Texas. In the event of any action under this Agreement, venue for all causes of action shall be instituted and maintained in Dallas County, Texas (state court) or in the northern district of Texas (federal court). The parties agree that the laws of the State of Texas shall apply to the interpretation, validity and enforcement of this Agreement, and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the interpretation, validity and enforcement of this Agreement.
- L. ENTIRE AGREEMENT AND SEVERABILITY.**
1. This Agreement is the entire and integrated agreement between Client and Talley and supersedes all prior negotiations, statements or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Talley.
 2. In the event that any term or provision of this Agreement is found to be void, invalid or unenforceable for any reason, that term or provision shall be deemed to be stricken from this Agreement, and the balance of this Agreement shall survive and remain enforceable.
- M. ASSIGNMENT.** Neither party can assign this Agreement without the other party's written permission.
- N. LIMITED CONSTRUCTION PHASE SERVICES.**
1. Notwithstanding any other term in this Agreement, Talley shall not control or be responsible for another's means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs, or for another's failure to complete the work in accordance with the plans and specifications applicable to any portion of the Project.
 2. Construction-phase services will be provided to determine the general progress of the work, but will not include supervision of the contractors, or of their means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs. Talley will provide a written report of each Site visit, including a summary of any corrective work to be performed.
 3. If construction-phase payment certification services are included in this Agreement, such certifications for payment shall be a representation to the Client that, to the best of Talley's knowledge, information and belief, the work has progressed to approximately the point indicated. Such certification shall be subject to any noted qualifications by Talley and shall not be a representation that Talley has supervised the work, reviewed means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs of the contractors, or that Talley has reviewed how or for what purpose the contractor has used or intends to use the contract funds.
- O. MAINTENANCE.** Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of proper maintenance in areas such as, but not limited to, irrigation system maintenance, lighting maintenance, mowing and pruning, may result in damage to property or persons. Client further acknowledges that Talley is not responsible for the results of any lack of or improper maintenance of the Project.

- P. NO THIRD PARTY BENEFICIARIES.** Nothing in this Agreement is intended to create a contractual relationship for the benefit of any third party. There are no intended beneficiaries of this Agreement except Talley and Client.
- Q. INSURANCE.** In connection with this Agreement, Talley shall provide and maintain in full force and effect during the term of this Agreement:
1. Workers' compensation and employer's liability insurance for the protection of Talley's employees, to the extent required by the law of the State of Texas;
 2. Commercial general liability insurance with limits not less than One Million and No/100 Dollars (\$1,000,000.00) each occurrence combined single limit bodily injury and property damage, including contractual liability (covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement), personal injury, broad form property damage, products and completed operations coverage (and if such commercial general liability insurance contains a general aggregate limit, it shall apply separately to the Services under this Agreement);
 3. Comprehensive automobile liability insurance with limits not less than One Million and No/100 Dollars (\$1,000,000.00) each occurrence combined single limit bodily injury and property damage, including owned, non-owned and hired auto coverage, as applicable; and
 4. Professional Liability Insurance to protect from liability arising out of the performance of professional services under this Agreement. Such coverage shall be in the sum of not less than One Million and No/100 Dollars (\$1,000,000.00) per claim and aggregate. This coverage must be maintained for at least two (2) years after the project contemplated herein is completed. If coverage is written on a claims-made basis, the retroactive date must not be later than the inception date of this Agreement.

All such policies of insurance shall (a) be issued by insurance companies reasonably acceptable to Client, (b) except for professional liability insurance, shall name (by endorsement) the Town of Addison, Texas, its officials, officers, employees and agents as an additional insured or loss payee, as the case may be, (c) in all liability policies, provide that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of activities conducted hereunder, and (d) provide for at least thirty (30) days written notice to the Town of Addison, Texas prior to cancellation, non-renewal or material modification which affects this Agreement. Certificates of insurance (together with the declaration page of such policies, along with the endorsement naming the Town of Addison, Texas as an additional insured or loss payee, as the case may be,) satisfactory to Client, evidencing all coverage above, shall be promptly delivered to Client and updated as may be appropriate, with complete copies of such policies furnished to the Client upon request. The Client reserves the right to review the insurance requirements contained herein and to reasonably adjust coverages and limits when deemed necessary and prudent by the Client.

R. INDEMNIFICATION. In connection with this Agreement, Talley agrees to and shall indemnify the Town of Addison, Texas, its officials, officers, agents and employees (together, for purposes of this subparagraph, the "Indemnified Persons") against, and hold the Indemnified Persons harmless from, any and all claims, actions, causes of action, demands, losses, harm, damages, liability, expenses, lawsuits, judgments, costs, and fees asserted by any person or entity on account of or for any injury to or the death of any person, or any damage to or destruction of any property, or any other harm for which damages or any other form of recovery is sought (whether at law or in equity), to the extent caused by the negligent, grossly negligent, or intentionally wrongful acts, errors, or omissions of Talley, its officers, employees, agents, engineers, consultants, or any person or entity for whom Talley is legally liable, under, in connection with, or in the performance of, this Agreement. The provisions of this paragraph shall survive the termination of this Agreement.

S. SURVIVABILITY OF RIGHTS AND REMEDIES. All obligations arising prior to termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Talley and Client shall survive the completion of the services hereunder. Any rights and remedies either party may have with respect to the other arising out of the performance of services during the term of this Agreement shall survive the cancellation, expiration or termination of this Agreement.

T. NOTICE. All payments, notices, demands, or requests from one party to the other shall be personally delivered or sent by United States mail to the addresses stated in this Paragraph:

To Talley:

Talley Associates, Inc.
1925 San Jacinto Suite 400
Dallas, Texas, 75201
Attention: Kevin G Bernauer ASLA AICP

To Client:

Town of Addison, Texas
5300 Belt Line Road
P.O. Box 9010
Dallas, Texas 75240-7606
Attention: City Manager

All notice or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee (i) if by hand delivery, at the time of delivery, or (ii) if mailed, seventy-two (72) hours after the deposit of same in any United States mail post office box. The addresses and addressees for the purpose hereof may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received the last addresses and addressee stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

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

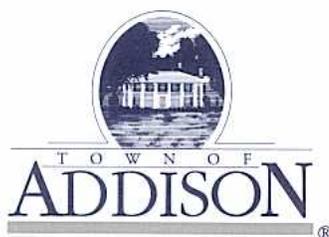
We appreciate the opportunity to collaborate on the Project, and look forward to working with you. Should you have any questions with respect to this Agreement, please feel free to contact me.

Sincerely,

Kevin G Bernauer ASLA AICP
Associate Principal
AGREED AND ACCEPTED:

Authorized signature for Client

Date



50 YEARS OF FUN!

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

FAX (972) 450-7043

MEMORANDUM

August 3, 2005

TO: Ron Whitehead, City Manager
 FROM: Lynn Chandler, Building Official
 SUBJECT: On the Border sign request

On The Border has submitted a request for several meritorious exceptions to the sign ordinance. There are a number of requests, and if they were difficult to reflect through our usual report format. Therefore, I will take them one-at-a-time and make a recommendation after each request. Please note that I will use the same letters to identify signs that On the Border used on their attached partial site plan, which is labeled as Sheet 1 of 12.

SIGN A

REQUEST:

One attached sign with a logo 33.5" in height, letters 20.25" and 31" in height, with an area of 84 square feet.

ORDINANCE:

Ordinance requires one sign per façade with a maximum letter height of 20" for 50% of the letters and a maximum square footage of 100 square feet per façade with the total area of all attached signs not to exceed 200 square feet.

RECOMMENDATION:

Sign A is located approximately 109' from Belt Line Road. Staff recommends approval of Sign A with a maximum letter height of 31"

SIGN B

REQUEST:

Monument sign proposed for Belt Line Road meets the requirements of

the sign ordinance.

ORDINANCE:

A monument sign with base shall not exceed six feet overall height above the natural or average grade and the actual sign face shall not exceed 48 square feet in area per side.

RECOMMENDATION:

Monument sign meets requirements and does not need an exception.

SIGN C

REQUEST:

One attached sign with letters 32" and 24" in height with an area of 30 square feet.

ORDINANCE:

Ordinance requires one sign per façade with a maximum letter height of 20" for 50% of the letters and a maximum square footage of 100 square feet per façade with the total area of all attached signs not to exceed 200 square feet.

RECOMMENDATION:

Sign C is located approximately 300' from Addison Road. Staff recommends approval of Sign C as shown.

SIGN D

REQUEST:

One attached sign with a logo 37" in height, letters 33" and 22" in height, with an area of 81 square feet.

ORDINANCE:

Ordinance requires one sign per façade with a maximum letter height of 20" for 50% of the letters and a maximum square footage of 100 square feet per façade with the total area of all attached signs not to exceed 200 square feet.

RECOMMENDATION:

Sign D is located approximately 175' from Belt Line Road. Staff recommends approval of Sign D with a maximum logo height of 35.5".

SIGN E

REQUEST:

One attached sign with a logo 24" in height, and letters 22.5" in height, with an area of 40 square feet.

ORDINANCE:

Ordinance requires one sign per façade with a maximum letter height of 20" for 50% of the letters and a maximum square footage of 100 square feet per façade with the total area of all attached signs not to exceed 200 square feet.

RECOMMENDATION:

Sign E is located approximately 325' from Addison Road. Staff recommends approval of Sign E as shown.

SIGN F

REQUEST:

One attached sign of 2.5 square feet on the window of the door to the TO GO section of the Restaurant.

ORDINANCE:

Window signs are exempt as long as they do not exceed 10% of total façade.

RECOMMENDATION:

Sign F is an exempt window sign and does not need an exception.

SIGN G

REQUEST:

One internally-illuminated blade sign that is 6'3" in height, extending perpendicular from the façade 4'7" with an area of 24 square feet.

ORDINANCE:

All signs and their messages shall be mounted parallel to the building surface to which they are attached. No sign shall project more than 18 inches from the surface to which they are attached. Signs shall not be mounted on roofs and shall not project above the roofline.

RECOMMENDATION:

Sign G is located approximately 160' from Belt Line Road. Staff recommends approval of Sign G with a maximum element height of 34.5". Staff recommends sign be allowed to be mounted perpendicular to building as shown.

SIGN H

REQUEST:

One tube of yellow, exposed skeleton-type neon to accent building elements. .

ORDINANCE:

The use of tubes which contain luminescent inert gases, but not limited to, neon, argon, and krypton, and which are visible from the exterior of structures, is specifically prohibited except as an attached sign, which shall conform to the requirements for attached signs.

RECOMMENDATION:

Staff recommends denial of Sign H.

SIGN I

REQUEST:

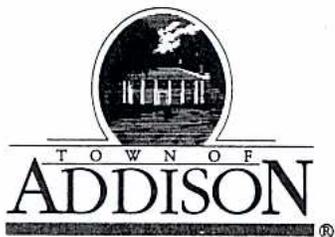
LED light strips under the bar counter.

ORDINANCE:

Sign Definition: A light used to attract attention from off premises.

RECOMMENDATION:

These lights, because of there location, will not be visible from the public right of way; therefore, they do not need an exception.



BUILDING INSPECTION DEPARTMENT
(972) 450-2880 Fax: (972) 450-2837

16801 Westgrove
Post Office Box 9010 Addison, Texas 75001-9010

To: Carmen Moran, Director Development Services

From: *LCC*
Lynn Chandler, Building Official

Date: July 27, 2005

Subject: Exceptions to the Sign Ordinance for Attached Signs

The following list consists of exceptions to attached signs:

1. Addison Town Center Shopping Center located in the 3700 to 3800 block of Belt Line Road was granted an exception for letter heights up to 6' and more than one side per façade. October 1994
2. Village on the Parkway located at 5100 Belt line Road was granted an exception for letter Heights up to 30", more than one sign per façade and blade signs. June 1996
3. Addison Circle was granted an exception for more than two signs on a building four or More stories in height, signs above the roof and blade signs. March 1997
4. Centennial Liquor Store located at 15055 Inwood Road was granted an exception to place more than one sign on the east façade. March 1999
5. Hallmark located at 14312 Marsh Lane was granted an exception for letter heights of 36" and 26" due to the thin stroke of the letters and being located 250' from Marsh Lane. June 2000
6. Abbotsford Court located at 14775 Midway Road was granted an exception for letter heights of 29" and 24 " due to the thin stroke of the letters and being located 300' from Midway road. June 2001
7. Dunhill Property Management was granted an exception to place four murals, 81 Sq. Ft. each, on the south façade and five murals, 75 Sq. Ft. each, on the west façade of Suite 840 at 5100 Belt Line Road. These murals were considered signage but were approved because they were not deemed to be a blight or offensive. October 2001
8. Gilbert's Delicatessen Restaurant located at 4930 Belt Line Road Suite 100 was granted an exception for letter heights of 24", 22" and 20" due to a set back of 278' from Belt Line Road. March 2001

9. Hilton Garden Inn located at 4090 Belt Line Road was granted an exception for letter heights of 22" due to a set back of 355' from Belt Line Road. June 2002.
10. Isotag located at 4355 Excel Parkway Suite 100 was granted an exception for an attached sign with a logo height of 31.5 " and letter heights of 25" due to to a setback of 120' from Excel Parkway. July 2002.
11. BJ's Restaurant located at 4901 Belt Line Road was granted an exception for attached signs with letter heights of 39", 28", and murals with figures 8' and 9' in height. The signs were 110', 163', 135' and 143' respectively from Belt Line Road. December 2002.
12. Chip's Old Fashioned Hamburgers located at 4950 Belt line Suite 190 was granted an exception for an attached sign with letter heights of 30" due to a set back of 250' from Belt Line Road. April 2003.
13. Sigel's Liquor located at 15003 Inwood Road was granted an exception for an attached sign with letter heights of 24" due to a setback of 93' to 100' from Inwood Road. June 2003.
14. Two Rows Restaurant located at 17225 Dallas Pkwy was granted an exception for attached signage with letter heights of 30" due to setbacks of 110' from Dallas Pkwy and 147' from Addison Rd. July and September 2003.
15. Vartec Telcom/ Excel located at 16675 Addison Rd. and 4550 Excel Pkwy was granted an exception for attached signs with logo heights of 48" at 16775 Addison Rd. due to setbacks of 160' Excel Pkwy and 145' from Addison Rd. and logo heights of 36" at 4550 Excel Pkwy due to a setbacks of 95' and 105' from Excel Pkwy.
16. Pot Belly Sandwich Works located at 4945 Belt Line Rd was granted an exception for attached signs with letters 30" in height due to a setback of 95' from Belt line Rd. They were not, however, allowed any area increases. Nov 2003.
17. Mama Fu's Noodle House located at 3711 Belt Line Rd was granted an exception for attached signs with letters 30" in height due to a setback of 115' from Belt Line Rd. Jan 2004.
18. Addison Walk located at 5000 Belt Line Rd was granted an exception for attached signs with letters 36", 30" and 24" in height due to setbacks of 100' to 179' from Belt line Rd. Jan 2004.
19. Authentix was granted an exception for an attached sign with letters 28', 25" and 21.5" in height due to a setback of 120' from Excel Parkway. Feb 2004.
20. Champps Restaurant was granted an exception for attached signs with letters 35", 28", 32.5" and 26" in height due to setbacks of 168' and 133' from Belt Line Rd. Mar 2004.
21. Pot Belly Sandwich Sandwich Works located at 4945 Belt line Rd was granted an exception for attached signs with letters 30" in height due o a setback of 95' from Belt Line Rd. May 2004.

22. Wachovia Bank located at 5080 Spectrum Dr was granted an exception for attached signs with a logo 30" in height and more than 50% of the letters exceeding 16" in height due to the area of the facades they were located on. November, 2004.
23. Sam's located at 4150 Belt Line Rd was granted an exception for three attached signs, with areas of 147 sq ft and a 36" letter, 92 sq ft and a 24" letter, and 25 sq ft due to a set back of 410 ft from Belt Line Rd, the size of the façade it's on and that the number of signs was reduced from six to three. December, 2004.
24. Charter Furniture located at 15101 Midway Rd was granted an exception for three additional signs on the east façade due to the construction of the Midway Rd bridge next to their building. January 31, 2005.
25. Century Bank located at 3701 Belt Line Rd was granted an exception for an additional sign on the south façade with a logo 24" in height and more than 50% of the letters 20" in height.
26. Auto Care European located at 4304 Wiley Post Rd was granted an exception for a sign with letters 24" in height due to a set back of 130 ft from Wiley Post Rd.
27. Café Japon and Boba Tea located at 4933 Belt line Rd were granted an exceptions for signs with logos 30" in height and letters 24" and 22" in height due to a setback of 95" from Belt Line Rd.

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: 7/15/05

Filing Fee: \$200.00

Applicant: Chandler Signs, LP, LLP

Address: 3201 Manor Way

Suite#: _____

Dallas TX 75235
City State Zip

Phone#: 210-349-3804

Fax#: 210-349-8724

Status of Applicant: Owner _____ Tenant _____ Agent

Location where exception is requested:

4855 Beltline Road

Reasons for Meritorious Exception:

On the Border is relocating from 4400 Beltline Rd. to 4855 Beltline Rd. in Addison. We are requesting that the new location be allowed OTB's standard sign package, for the purpose of consistency in their building signage design as part of the entire marketing program for this concept. The standard sign package includes greater square footage and letter height than Addison's ordinance currently allows. Additionally, we are seeking approval of the neon border along the perimeter of the building, which is a key aspect to the on the Border brand.
YOU MUST SUBMIT THE FOLLOWING:

12 COPIES OF THE PROPOSED SIGN SHOWING:

- | | |
|-----------------------------------|---|
| 1. Lot Lines | 5. Proposed Signs |
| 2. Names of Adjacent Streets | 6. Sketch of Sign with Scale and Dimensions Indicated |
| 3. Location of Existing Buildings | (8.5 x 11 PLEASE) |
| 4. Existing Signs | |

Date Fees Paid 7-26-05 Check # 4857 Receipt # 24076

Council Agenda Item: #R16

There are no attachments for this item.

Council Agenda Item: #R17

SUMMARY:

Council is requested to take a vote of record to place on the September 27, 2005 council agenda, an ordinance adopting a tax rate of \$.4760 per \$100 assessed value for the 2005-06 Town of Addison Annual Budget.

FINANCIAL IMPACT:

There is no financial impact associated with taking the vote of record.

BACKGROUND:

The city manager's proposed budget includes a tax rate of \$.4760. Although this rate is the same as adopted last year, the rate exceeds the rollback rate of \$.4457 and requires a special process to be followed before council can adopt the tax rate. Below is a schedule mandated by state law, as recently modified by the Texas Legislature.

- | | |
|--------------|---|
| July 25 | Deadline for chief appraiser to certify rolls to taxing units. |
| August 1 | Calculation of Addison's effective and rollback tax rates. |
| August 5 | Publication of effective and rollback tax rates, statement and schedules (attached to this memo) |
| August 9 | Meeting of council to discuss tax rate; if proposed tax rate will exceed the rollback rate or the effective tax rate (whichever is lower), take record vote and schedule public hearing. |
| August 16 | Notice of Public Hearing on Tax Increase is the 1 st quarter-page notice in newspaper and Web site, published at least seven days before public hearings. |
| August 23 | 1 st Public Hearing |
| September 13 | 2 nd Public Hearing |
| September 20 | Notice of Vote on Tax Rate published before meeting to adopt tax rate is the second quarter-page notice in newspaper before meeting and published on Web site. |
| September 27 | Meeting to adopt tax rate. Meeting must be between 3 to 14 days after second public hearing. Taxing unit must adopt tax rate by September 30 or within 60 days of receiving certified appraisal roll, whichever is later. |

RECOMMENDATION:

It is recommended council take the vote of record to schedule the public hearings and establish the date of adopting the tax rate. This vote does not adopt the tax rate, but only gives the public notice that the council is considering adopting the rate.

2005 Property Tax Rates in Town of Addison

#R17-2

This notice concerns 2005 property taxes for the Town of Addison. It presents information about three tax rates. Last year's tax rate is the actual rate the taxing unit used to determine property taxes last year. This year's effective tax rate would impose the same total taxes as last year if you compare properties taxed in both years. This year's rollback tax rate is the highest tax rate the taxing unit can set before taxpayers can start tax rollback procedures. In each case these rates are found by dividing the total amount of taxes by the tax base (the total value of taxable property) with adjustments as required by state law. The rates are given per \$100 of property value.

Last year's tax rate:

Last year's operating taxes	\$	6,982,621
Last year's debt taxes	\$	5,815,714
Last year's total taxes	\$	12,798,335
Last year's tax base	\$	2,688,725,962
Last year's total tax rate	\$.4760/\$100

This year's effective tax rate:

Last year's adjusted taxes (after subtracting taxes on lost property)	\$	13,100,374
+ By this year's adjusted tax base (after subtracting value of new property)	\$	2,811,075,001
= This year's effective tax rate	\$.4660/\$100

This year's rollback tax rate:

Last year's adjusted operating taxes (after subtracting taxes on lost property and adjusting for transferred function)	\$	7,211,873
+ By this year's adjusted tax base	\$	2,811,075,001
= This year's effective operating rate	\$.2566/\$100
x By 1.08 gives this year's maximum operating rate	\$.2771/\$100
+ This year's debt rate	\$.1686/\$100
= This year's rollback rate	\$.4457/\$100

Statement of Increase/Decrease

If the Town of Addison adopts a 2005 tax rate equal to the effective tax rate of \$.4660 per \$100 of value, taxes would increase compared to 2004 taxes by \$184.

Schedule A - Unencumbered Fund Balance

Type of Property Tax Fund	Balance
General Fund	\$ 6,236,610
General Obligation Debt Service Fund	\$ 1,539,750

Schedule B - Fiscal Year 2006 Debt Service

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other amounts to be Paid	Total Payment
General Obligation Bonds, Series 1995	\$ 505,000	\$ 50,708	\$ 1,000	\$ 556,708
Combined Tax & Revenue Certificates of Obligation - Series 1997	\$ 485,000	\$ 33,890	\$ 2,000	\$ 520,890
General Obligation Bonds, Series 2000	\$ 580,000	\$ 414,315	\$ 2,000	\$ 996,315
General Obligation Refunding Bonds, Series 2001 (net of self-supporting)	\$ 5,000	\$ 241,847	\$ 1,000	\$ 247,847
General Obligation Bonds, Series 2002	\$ 875,000	\$ 454,572	\$ 2,000	\$ 1,331,572
General Obligation Bonds, Series 2004	\$ 530,000	\$ 386,988	\$ 2,000	\$ 918,988
Total required for 2006 debt service:				\$ 4,572,320
- Amount collected from delinquent taxes and penalties				\$ -25,000
- Interest income				\$ -60,000
+ Increase in fund balance				\$ 190,180
= Total to be paid from taxes in 2006				\$ 4,677,500
+ Amount added in anticipation that the unit will collect only 98.5% of its taxes in 2006				\$ 71,231
= Total Debt Levy				\$ 4,748,731

This notice contains a summary of actual effective and rollback tax rate calculations. You may inspect a copy of the full calculations at the Town of Addison Tax Office - 5350 Belt Line Road.

Name of person preparing this notice: Elaine Difiglia, CTA, RTA
 Title: Tax Assessor - Collector
 Date prepared: August 1, 2005

Signature: _____