

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

AGENDA

JUNE 27, 2006

**WORK SESSION OF THE CITY COUNCIL
6:00 P.M.**

AND

**REGULAR MEETING OF THE CITY COUNCIL
7:30 P.M.**

**TOWN HALL
5300 BELT LINE ROAD**

WORK SESSION

Item #WS1 - Discussion of Hotel Fund and Airport Fund Long Term Update.

Item #WS2 - Discussion of Water Conservation and Drought Contingency.

Item #WS3 - Discussion of proposed Landbanking Resolution to go to the North Central Texas Council of Governments (NCTCOG).

REGULAR SESSION

Item #R1 - Consideration of Old Business.

Item #R2 - Consent Agenda.

CONSENT AGENDA

#2a - Approval of the Minutes for the June 8, 2006 and June 13, 2006, Council Meetings.

#2b - Consideration and approval of a 9-1-1 billing agreement with Time Warner Cable Information Services (Texas), L.P., which has received a Service Provider Certificate of Operating Authority (SPCOA) from the Texas Public Utilities Commission.

#2c - Consideration and approval of a resolution supporting the North Central Texas Council of Governments' Regional Policy Position regarding the proposed Trans-Texas Corridor 35.

#2d - Consideration and approval of a Resolution authorizing the City Manager to enter into a Sponsorship Agreement with Anheuser-Busch in the amount of \$70,000 for Bud Light to be the Addison Circle Park Main Stage sponsor during the 2006-2008 event seasons.

Item #R3 - Presentation of the Government Finance Officers Association (GFOA) "Distinguished Budget Presentation Award" for the fiscal year beginning October 1, 2005.

Item #R4 - **PUBLIC HEARING** regarding, and consideration of approval of an ordinance amending an existing Planned Development district (085-047), in order to provide for residential (townhome) as an allowed use, and provide for revised development plans, located on 2.37 acres at the southeast corner of Montfort Road and Celestial Road, on application from Zachary Custom Builders, represented by Jones and Boyd, Inc.

The Planning and Zoning Commission Findings:

The Planning and Zoning Commission will review this request on June 22, 2006 at 7:30 p.m. The staff will present the Commissioner's decision at the meeting.

Item #R5 - **PUBLIC HEARING**, regarding and consideration of approval of, an ordinance approving an amendment to the Town of Addison Comprehensive Plan to approve a regulating plan for development within the Belt Line Road zoning district, located on the north and south sides of Belt Line Road, between Marsh Lane and the Dallas North Tollway, and on the south side of Belt Line Road only between the Dallas North Tollway and the Town's eastern boundary at the White Rock Creek, on application from the Town of Addison.

The Planning and Zoning Commission Findings:

The Planning and Zoning Commission will review this request on June 22, 2006 at 7:30 p.m. The staff will present the Commissioner's decision at the meeting.

Item #R6 - **PUBLIC HEARING**, regarding, and consideration of approval of, a concept plan for residential uses, in accordance with the Regulating Plan of the Comprehensive Plan, and in accordance with the requirements of the Belt Line Road zoning district, located on 8 acres on the southeast and southwest corners of Commercial Drive and Belt Line Road, on application from Ashton-Woods Homes, Inc, represented Mr. Matthew Alexander of Dowdy, Anderson & Associates, Inc.

The Planning and Zoning Commission Findings:

The Planning and Zoning Commission will review this request on June 22, 2006 at 7:30 p.m. The staff will present the Commissioner's decision at the meeting.

Item #R7 - **PUBLIC HEARING**, regarding, and consideration of approval of, a Special Use Permit for the sale of alcoholic beverages for off-premises consumption, and a Special Use Permit for the sale of beer and wine for off-premises consumption, located at 14731-14741 Inwood Road, on application from Majestic Liquor Stores, represented by Mr. Terry Wright of Wright Group Architects.

The Planning and Zoning Commission Findings:

The Planning and Zoning Commission will review this request on June 22, 2006 at 7:30 p.m. The staff will present the Commissioner's decision at the meeting.

Item #R8 - **PUBLIC HEARING**, regarding, and consideration of 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, located at 15175 Quorum Drive, on application from Arthur's Restaurant, represented by Mr. Mohsen Heidari.

The Planning and Zoning Commission Findings:

The Planning and Zoning Commission will review this request on June 22, 2006 at 7:30 p.m. The staff will present the Commissioner's decision at the meeting.

Item #R9 - Consideration of approval of a final plat for one lot of 5.707 acres, located in a C-1, (Commercial-1) zoning district, at the northwest corner of the intersection of Westgrove Drive and Dallas North Tollway, on application from Bent Tree Tower Joint Venture, represented by Mr. Don Deere of Ferguson-Deere, Inc., Engineers.

The Planning and Zoning Commission Findings:

The Planning and Zoning Commission will review this request on

June 22, 2006 at 7:30 p.m. The staff will present the Commissioner's decision at the meeting.

Item #R10- Consideration of approval of a final plat for one lot of 1.564 acres, located in a C-1, (Commercial-1) zoning district, at the northwest corner of the intersection of Westgrove Drive and Dallas North Tollway, on application from Bent Tree Tower Joint Venture, represented by Mr. Don Deere of Ferguson-Deere, Inc., Engineers.

The Planning and Zoning Commission Findings:

The Planning and Zoning Commission will review this request on June 22, 2006 at 7:30 p.m. The staff will present the Commissioner's decision at the meeting.

Item #R11 - Consideration and approval of an Ordinance granting meritorious exception to Sec. 62-185, Specifications, for Majestic Fine Wines & Spirits located at 14733 Inwood Road.

Attachments:

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

Administrative Recommendation:

Administration recommends denial.

Item #R12 - Consideration and approval of an Ordinance granting meritorious exception to Sec. 62-163, Area, for Majestic Fine Wines & Spirits located at 14733 Inwood Road.

Attachments:

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

Administrative Recommendation:

Administration recommends denial.

Item #R13 - Consideration and approval of a resolution of the Town of Addison, Texas denying Atmos Energy Corp., Mid-Tex Division's Statement Of Intent To Increase The Gas Utility Rates In The City; supporting the reduction of existing natural gas distribution rates currently charged by Atmos Mid-Tex within the city; ordering Atmos Mid-Tex to reimburse the city for its reasonable costs incurred in ratemaking proceedings or appeals of said proceedings; authorizing the Atmos Cities Steering Committee to act on behalf of city and intervene in any proceedings before administrative or judicial bodies; requiring delivery of this resolution to the company and legal counsel; finding that the meeting at which this resolution is adopted is open to the public as required by law; providing an effective date.

Attachments:

1. Council Agenda Item Overview
2. Resolution

Administrative Recommendation:

Administration recommends approval.

Item #R14 - Consideration and approval of an ordinance of the Town of Addison, Texas, denying the request of Atmos Energy Corp., Mid-Tex Division, for an annual gas reliability infrastructure program (GRIP) rate increase in the city, as a part of the company's statewide gas utility distribution system; approving cooperation with other cities within the Atmos Energy Corp., Mid-Tex Division distribution system as part of the Atmos Cities Steering Committee (ACSC); authorizing ACSC to hire legal and consulting services and to negotiate with the company and direct any necessary litigation; authorizing intervention as part of ACSC in any appeal of the city's action to the railroad commission; providing a requirement for a prompt reimbursement of costs incurred by the city; finding that the meeting at which this ordinance is passed is open to the public as required by law; providing for notice of this ordinance to

Atmos Energy Corp., Mid-Tex division; providing an effective date.

Attachments:

1. Council Agenda Item Overview
2. Ordinance

Administrative Recommendation:

Administration recommends approval.

Item #R15 - Consideration and approval of an ordinance amending the Town's Annual budget for the fiscal year ending September 30, 2006.

Attachments:

1. Council Agenda Item Overview
2. 2006 Amendments
3. Ordinance

Administrative Recommendation:

Administration recommends approval.

Item #R16 - Consideration and approval of a resolution authorizing the City Manager to enter into a Professional Services Agreement with Freese & Nichols, Inc. in the amount not to exceed \$65,687.00 for a Water Distribution Study.

Attachment:

1. Council Agenda Item Overview

Administrative Recommendation:

Administration recommends approval.

Item #R17 - Consideration and approval of a Landbanking Resolution to go to the North Central Texas Council of Governments (NCTCOG).

Attachments:

1. Council Agenda Item Overview
2. Resolution

Administrative Recommendation:

Administration recommends approval.

EXECUTIVE SESSION

Item #ES1 - Closed (executive) session of the City Council pursuant to Section 551.074, Texas Government Code, to deliberate the appointment, employment, reassignment, or duties of the City Secretary.

Item #ES2 - Closed (executive) session of the City Council pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with its attorney(s) on a matter or matters in which the duty of the attorney(s) to the Town Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Tex. Gov. Code, regarding and relating to the Agreement for the Operation and Management of Addison Airport.

Item #R18 – Discussion and consideration of any action regarding and relating to the appointment and duties of the City Secretary.

Adjourn Meeting

Posted 5:00 p.m.
June 22, 2006
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.**

Council Agenda Item: #WS1

There are no attachments for this item.

Council Agenda Item: #WS2

There are no attachments for this item.

Council Agenda Item: #WS3

Please refer to Item #R17

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

June 8, 2006
7:00 p.m. – Town Hall
5300 Belt Line Road

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

Item #WS1 - Discussion of a proposed ordinance amending the Town's zoning ordinance, appendix A of the Code of Ordinances of the Town of Addison, Texas, as amended by adopting zoning district regulations for the Belt Line Road Corridor and discussion of the Regulating Plan for Belt Line Road.

No action taken.

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

Mayor

Attest:

City Secretary

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

June 13, 2006
6:00 p.m. – Town Hall
5300 Belt Line Road

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

Item #WS1 – Presentation and discussion of results of the City Council Budget Survey.

No action taken.

Item #WS2 – Discussion regarding Texas Municipal Retirement System.

No action taken.

Item #R1 - Consideration of Old Business.

The following employees were introduced to the Council: Val Benavides (Finance), and Johnathan Wilson (Fire).

Item #R2 - Consent Agenda.

Item #2c was considered separately.

#2a – Approval of the Minutes for the May 23, 2006 Council Meeting and the June 3, 2006, Council Work Session. (Approved as written.)

#2b – Consideration and approval of a resolution to award bid to Allied Fencing in the amount of \$27,450 for vinyl-coated chain link fencing to be constructed on the new dog park site east of the Easement Park. (Approved - Resolution No. R06-050)

#2d – Consideration and approval of a resolution to award bid to Northstar Construction, Inc., in the amount of \$109,778 for miscellaneous pavement repairs to various streets. (Approved – Resolution No. R06-052)

Councilmember Mallory moved to duly approve the above listed items.
Councilmember Hirsch seconded. Motion carried.

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

#2c – Consideration and approval of a resolution to award bid to Allied Builders, Inc., in the amount of \$54,300 for painting of the Blueprints sculpture poles.

Councilmember Braun moved to duly approve a Resolution No. R06-051 to award bid to Allied Builders, Inc., in the amount of \$54,300 for painting of the Blueprints sculpture poles. Councilmember Mallory seconded. Motion carried.

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

Item #R3 – Presentation of proclamation to Fan Benno-Caris, Ms. Texas Senior America 2006.

No action taken.

Item #R4 – Presentation of proclamation to Carol Doepfner for her years of service to the Town of Addison.

No action taken.

Item #R5 – Presentation of proclamation to the Town of Addison from the DART Board.

No action taken.

Item #R6 – Presentation of award from Texas City Managers Association to Lea Dunn and Ron Whitehead.

No action taken.

Item #R7 – Appointment of Mayor Pro Tempore and Deputy Mayor Pro Tempore.

Mayor Chow moved to duly appoint Greg Hirsch as Mayor Pro Tempore and Tom Braun and Deputy Mayor Pro Tempore. Councilmember Mallory seconded. Motion carried.

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

Item #R8 – Appointment of one member to the Planning and Zoning Commission.

Councilmember Hirsch moved to duly appoint Jamie Gaines of 3826 Canot Lane to the Planning and Zoning Commission. Councilmember Mellow seconded. Motion carried.

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

Item #R9 – Appointment of one member to the Addison Board of Zoning Adjustment (BSZ).

Councilmember Hirsch moved to duly appoint Kathryn Wheeler of 14925 Havenshire Place to the Board of Zoning Adjustment. Councilmember Braun seconded. Motion carried.

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

Item #R10 – **PUBLIC HEARING** regarding, and consideration of approval of, an ordinance amending the Town's zoning ordinance, appendix A of the Code of Ordinances of the Town of Addison, Texas, as amended by adopting zoning district regulations for the Belt Line Road Corridor.

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 moved to duly approve Ordinance No. 005-024 amending the Town's zoning ordinance, appendix A of the Code of Ordinances of the Town of Addison, Texas, as amended by adopting zoning district regulations for the Belt Line Road Corridor subject to the correction of typographical errors. Councilmember Braun seconded. Motion carried.

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

Item #R11 – Consideration of approval of a final plat for two lots on 1.8128 acres, located at 14731-14741 Inwood Road, on application from Doug Connally and Associates, Inc., represented by Mr. Robert Richardson.

Councilmember Mallory moved to duly approve a final plat for two lots on 1.8128 acres, located at 14731-14741 Inwood Road, on application from Doug Connally and Associates, Inc., represented by Mr. Robert Richardson. Councilmember Braun seconded. Motion carried.

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

Item #R12 – Consideration of a resolution authorizing the Cities Aggregation Power Project, Inc., to negotiate an electric supply agreement for deliveries of electricity effective January 1, 2007; authorizing the City Manager or other designated city official to sign a contract with CAPP for the Town of Addison’s 2007 and 2008 electricity needs; and committing to budget for energy purchases in 2007 and 2008 and to honor the Town of Addison’s commitments to purchase power for its electrical needs in 2007 and 2008 through CAPP.

Councilmember Braun moved to duly approve Resolution No. R06-053 authorizing the Cities Aggregation Power Project, Inc., to negotiate an electric supply agreement for deliveries of electricity effective January 1, 2007; authorizing the City Manager or other designated city official to sign a contract with CAPP for the Town of Addison’s 2007 and 2008 electricity needs; and committing to budget for energy purchases in 2007 and 2008 and to honor the Town of Addison’s commitments to purchase power for its electrical needs in 2007 and 2008 through CAPP. Councilmember Kraft seconded. Motion carried.

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

Item #R13 – Council approval is requested of a contract with the law offices of Linebarger, Goggan, Blair, and Sampson, LLP, for legal services associated with the collection of delinquent taxes.

Councilmember Kraft moved to duly approve a contract with the law offices of Linebarger, Goggan, Blair, and Sampson, LLP, for legal services associated with the collection of delinquent taxes subject to the approval of the City Attorney. Councilmember Mallory seconded. Motion carried.

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

Item #R14 – Discussion and presentation of Policies and Strategies for Belt Line Road Redevelopment.

No action taken.

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

Mayor

Attest:

City Secretary

Council Agenda Item: #2b

SUMMARY:

Council approval is requested of a 9-1-1 billing agreement with the following communication carrier which has received a Service Provider Certificate of Operating Authority (SPCOA) from the Texas Public Utilities Commission:

Time Warner Cable Information Services (Texas), L.P.

FINANCIAL IMPACT:

No financial impact to the Town will be realized, as this carrier is currently submitting access fees to the Town. 9-1-1 fees are generating approximately \$474,000 each year. The revenue is collected by the telephone companies from their customers. The fee of the base rate approximates 62 cents on a monthly single-family residential bill. Theoretically, any revenue generated from this billing agreement will simply replace the fees the Town would have received from SBC.

BACKGROUND:

Section 82.202 of the Town's code of ordinances requires that all 9-1-1 carriers establish an agreement with us. Many carriers are operating without a formal agreement, and we are attempting to document each carrier. The carrier listed above has submitted signed 9-1-1 billing agreements developed by the Town attorney (one copy attached for information). With the addition of the above company, Addison will have approximately 40 current 9-1-1 contracts.

RECOMMENDATION:

It is recommended council authorize the city manager to enter into a 9-1-1 agreement with the provider listed above.

RCM:rm

Attachment

RESOLUTION NO. R06-XXX

A RESOLUTION BY THE TOWN OF ADDISON SUPPORTING THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS' REGIONAL POLICY POSITION REGARDING THE PROPOSED TRANS-TEXAS CORRIDOR-35.

WHEREAS, the public policy initiatives currently included in the Dallas NAFTA Trade Corridor project are an inland/agile port system, a linear/foreign trade zone, an inland port of pre-clearance, and a cargo airport, and these initiatives will expand as the project further develops; and

WHEREAS, the Dallas NAFTA Trade Corridor project relies on the current and future movement of international trade and commerce along existing infrastructure, including highway and rail, through southern Dallas County; and

WHEREAS, Union Pacific Railroad invested \$100 million in the southern sector of the Town of Addison for the Dallas Intermodal Terminal in 2005, a state-of-the-art intermodal facility that can accommodate 365,000 lifts per year; and

WHEREAS, the NAFTA highway from Laredo, Texas to Detroit, Michigan and the freight movement corridor, including rail and highway, from the Ports of Los Angeles and Long Beach in the west coast of the U.S. are significant contributors to economic development in the Town of Addison; and

WHEREAS, the alignment of the Trans-Texas Corridor 35 (TTC-35) proposed by the Texas Department of Transportation and the Texas Transportation Commission in the Draft Environmental Impact Statement unveiled in April 2006 would reroute the movement of commerce and the related jobs associated therewith away from the southern sector of Dallas County; and

WHEREAS, the Town of Addison has been instrumental in the development of the River of Trade Corridor Coalition (ROTCC), which is dedicated to preserving and enhancing the historic NAFTA highway, a critical component to the success of the Dallas NAFTA Trade Corridor project; and

WHEREAS, The ROTCC has achieved great successes since its creation in late 2004, including the development of Congressional and Legislative Caucuses dedicated to support the efforts of the ROTCC and a Congressional High Priority Corridor designation for a significant segment of the Corridor from Dallas to Memphis; and

WHEREAS, It is imperative that the Town of Addison continue its efforts, through the Dallas NAFTA Trade Corridor Coalition and the River of Trade Corridor Coalition, to further develop and enhance the Southern Sector of Dallas County. The Town of Addison must remain committed to Southern Sector partners to collaboratively affect change, including the alignment of TTC-35 and the NAFTA highway; and

WHEREAS, the Regional Transportation Council (RTC) and the North Central Texas Council of Governments have passed a resolution establishing a regional policy position regarding the alignment of TTC-35; and

WHEREAS, the Town of Addison agrees with the policy position established by the RTC regarding TTC-35. (see attached map)

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

That the Town of Addison fully supports the Regional Transportation Council's Regional Policy Position regarding TTC-35 and strongly encourages all other cities and counties in North Texas and along the River of Trade Corridor alignment to do likewise.

That the Town of Addison supports the vision of the proposed Trans-Texas Corridor; however, opposes the proposed alignment of TTC-35 in the Draft Environmental Impact Statement unveiled by the Texas Department of Transportation (TxDOT) in April 2006, including the proposed alignments by TxDOT and Cintra/Zachary of an auto/truck corridor to the east of Dallas County and a rail corridor to the west of Tarrant County.

That the Town of Addison recognizes the benefits of trade and commerce, and also recognizes the need to balance the benefits of trade and commerce with the congestion and air quality issues that are also affiliated with trade and commerce.

That the Town of Addison, Texas circulate this Resolution widely to interested parties including the Governor of Texas, the Lieutenant Governor, the Speaker of the House, the Senate Transportation and Homeland Security Committee, the House Transportation Committee, members of the Texas Legislature, the Texas Transportation Commission, the Executive Director of the Texas Department of Transportation, the media and others, and is so accordingly ordered.

PASSED AND APPROVED BY THE TOWN OF ADDISON, this _____ day of _____, A.D., 2006.

Joe Chow, Mayor

ATTEST:

Carmen Moran, City Secretary

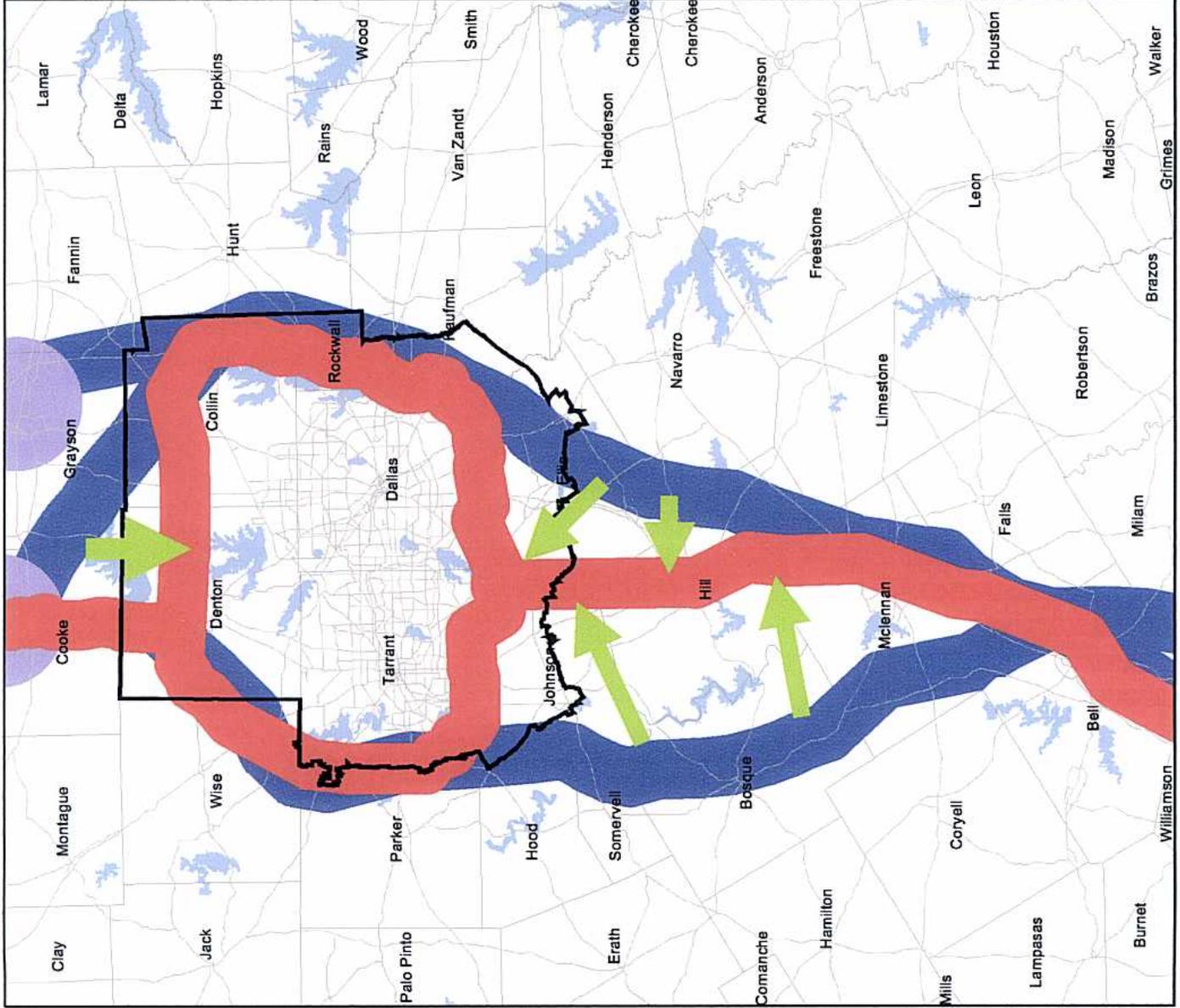
ATTACHMENT: NCTCOG map
RTC Resolution Establishing Regional Policy Regarding TTC-35

Trans-Texas Corridor 35

Legend

-  Regional Recommended Alignment
-  TxDOT TTC-35 Recommended and Reasonable Preferred Corridor Alternatives
-  TxDOT TTC-35 Potential Connection Zones
-  Opportunities to Shift Draft TxDOT TTC-35 Recommended Alignments
-  Highways
-  Texas Counties
-  MPA Boundary

Regional recommended alignment saves approx.: 60 miles - \$1.9 billion



North Central Texas
Council of Governments
Transportation



**RESOLUTION ESTABLISHING A REGIONAL POLICY POSITION REGARDING THE TEXAS
DEPARTMENT OF TRANSPORTATION'S TRANS-TEXAS CORRIDOR – 35 INITIATIVE
(R05-02)**

WHEREAS, the North Central Texas Council of Governments (NCTCOG) has been designated as the Metropolitan Planning Organization for the Dallas-Fort Worth area by the Governor of Texas in accordance with federal law; and,

WHEREAS, NCTCOG is authorized by law to conduct such coordinating and technical studies as required to guide the unified development of the area, eliminate duplication, and promote economy and efficiency through area-wide planning; and,

WHEREAS, the Regional Transportation Council, comprised primarily of local elected officials, is the regional transportation policy body associated with NCTCOG, and has been and continues to be a forum for cooperative decisions on transportation including the approval of the regional Mobility Plan, air quality conformity process and project programming; and,

WHEREAS, the Regional Transportation Council has previously adopted a Goods Movement Corridors Technology Deployment Program aimed at expanding and enhancing the Intelligent Transportation System infrastructure in the region along major truck routes, and;

WHEREAS, the Regional Transportation Council is responsible under federal law to fulfill the federal concurrency requirement for projects that impact the region (23 U.S.C. §§ 134, 135; 23 CFR § 450.208(a)(21), §450.210; §450.214(b)(4)), and;

WHEREAS, all major roadway construction projects within the regional Metropolitan Planning Area must, by federal law, be approved by the Regional Transportation Council in the regional Mobility Plan; and,

WHEREAS, HB 3588, passed by the 78th Texas Legislature in 2003, requires the Texas Transportation Commission to compare the congestion relief costs and benefits of Trans-Texas Corridor investments against alternative investments; and,

WHEREAS, the Trans-Texas Corridor - 35 provides important new corridors for energy, water, information and other utility needs necessary for continued urban growth; and,

WHEREAS, the Trans-Texas Corridor concept provides an opportunity to meet both urban and inter-city transportation needs; and,

NOW, THEREFORE, BE IT HEREBY RESOLVED:

Section 1. That the Regional Transportation Council supports expanded investments to meet long-standing urban mobility, reliability, safety and air quality needs, including utilizing the Trans-Texas Corridor – 35 main alignment and urban connectors to meet these crucial urban needs.

Section 2. That the maps shown as Attachments 1 through 4 represent regionally supported phased modal investments. This includes right of way preservation for all corridors.

- Section 3.** That Trans-Texas Corridor – 35 consortium investments and concession fees should be used in the near term to evaluate and, as feasible, construct both an east/west freight rail bypass to the south of the region and a north/south freight rail bypass to the west of the region. (Attachment 1)
This includes an investment to provide congestion relief at Tower 55.
- Section 4.** That Trans-Texas Corridor – 35 consortium investments and concession fees should be used in the near term to evaluate and, as feasible, construct dedicated truck lanes and other truck improvements on the Trans-Texas Corridor Truck Urban Connectors identified on I.H.20, I.H. 30 east of I.H. 635, I.H. 35W, I.H. 35E, U.S. 287, U.S. 67, the west side of I.H. 820, I.H. 635 south of I.H. 30, S.H. 360 south of I.H. 20, and Loop 12/Spur 408. Other truck related improvements include Intelligent Transportation System improvements, geometric improvements, interchange and frontage road improvements, and other truck safety enhancements. That Trans-Texas Corridor – 35 consortium investments and concession fees should also be used in the near-term to evaluate and, as feasible, construct an inter-city truck corridor. (Attachment 2)
- Section 5.** That Trans-Texas Corridor – 35 consortium investments and concession fees should be used in the near term to evaluate and, as feasible, construct additional capacity improvements to the toll road Automobile Urban Connector along existing and planned sections of the Dallas North Tollway, S.H. 161, the President George Bush Turnpike, and S.H. 360. That Trans-Texas Corridor – 35 consortium investments and concession fees should also be used in the near-term to evaluate and, as feasible, construct an inter-city auto corridor. (Attachment 3)
- Section 6.** That the high-speed rail portion of the Trans-Texas Corridor should access the Dallas/Fort Worth International Airport (DFWIA) from the south as indicated in the DFWIA Rail Access Study, and should also connect to the regional light and commuter rail system to facilitate movement to other destinations in the region. (Attachment 4)
- Section 7.** That the inter-city portions of the Trans-Texas Corridor – 35 alignment between Hillsboro and Laredo should be spaced as close to I.H. 35 as possible.
- Section 8.** That the evaluation of alternative routes and staging of investment should include an analysis of economic impacts to existing and future urban population and employment.
- Section 9.** Upon concurrency between the Texas Department of Transportation and the Metropolitan Planning Organization, Trans-Texas Corridor – 35 routes within the Metropolitan Planning Organization will be placed in the Mobility Plan.

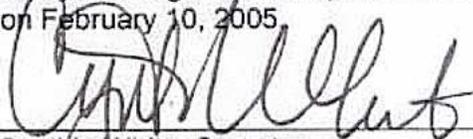
Section 10. That this resolution will be sent to the Texas Transportation Commission.

Section 11. That this motion shall be in effect immediately upon adoption.



Jack Hatchell, Chair
Regional Transportation Council
Commissioner, Collin County

I hereby certify that this resolution was adopted by the Regional Transportation Council of the North Central Texas Council of Governments on February 10, 2005.



Cynthia White, Secretary
Regional Transportation Council
Commissioner, Denton County

Council Agenda Item: #2d

SUMMARY: Consideration of a Resolution authorizing the City Manager to enter into a Sponsorship Agreement with Anheuser-Busch in the amount of \$70,000 for Bud Light to be the Addison Circle Park Main Stage sponsor during the 2006-2008 event seasons.

FINANCIAL IMPACT: \$70,000 cash to Addison for three years (\$210,000 total less the Xelerate Group commission of \$22,400).

BACKGROUND: Addison has been in contract negotiations with Anheuser-Busch to be the Addison Circle Park main stage sponsor, which includes year-round signage visibility and sponsorship rights during Taste Addison and Kaboom Town®. The following is a summary of the Agreement that has been approved by both the Town's attorney and A-B's attorney. The terms of the agreement are the same as what was presented to the City Council in a work session on April 25, 2006.

General Terms:

- First right of refusal to renew the main stage sponsorship agreement for calendar years 2009, 2010 and 2011.
- First right of refusal for sponsorship in the malt beverage category for any additional events produced by Addison and hosted in Addison Circle Park.
- Bud Light signature header on permanent kiosk structure (and on second structure if added to the Ellipse during the term of Agreement).
- Addison may cover Bud Light signage on permanent kiosks during Oktoberfest, other events Addison produces that are not sponsored by A-B, and during any other event that Addison believes the intended market should not be exposed to such a logo or would be offended by it (children's event, etc.).
- Addison to introduce A-B to third-party event producers that are producing approved events in Addison Circle Park and will encourage them to offer A-B a sponsorship opportunity at their events. Addison may cover Bud Light signage on permanent kiosk during these events if no such sponsorship is approved by the third-party.
- Addison cannot sell secondary sponsorship in the tobacco category

Taste Addison/Kaboom Town®:

- Main stage sponsor
- Malt beverage category sponsorship exclusivity (refers only to sponsorship rights, not exclusive pouring rights)
- 12 VIP passes and 15 general admission/parking passes
- 150 gate admission passes (Taste Addison only)
- 20 stage announcements
- Name/logo recognition in all media, pr and promotional materials for these events
- Name/logo recognition on Daktronic Reader board two weeks prior to each event
- Two Bud Light scrims and possible backdrop signage on the stage
- Bud Light may produce Point-of-Sale items and promotional items for distributing at retail supporting these events
- Addison agrees that these events shall be held in Addison Circle Park and shall not materially change during the course of the Agreement.

RECOMMENDATION: Staff recommends approval.

**Sponsorship Agreement
NON-RETAILER**

Date: _____, 2006

Town of Addison, TX ("Addison")

5300 Belt Line Road
Dallas, TX 75254
Telephone: 972-450-7000
Telefax: 972-450-7043

Anheuser-Busch, Incorporated ("AB")

1800 West Loop South, #1100
Houston, Texas 77027
Telephone: 713-964-2077
Telefax: 713-964-2181

The Sponsored Events (as defined in Exhibit A attached to this Agreement), the sponsorship benefits to be provided by Addison to AB with respect to the Sponsored Events, the amount of the Sponsorship Fee to be paid by AB to Addison, and other terms and provisions in connection with this Agreement are specified in Exhibit A and Exhibit B, attached hereto and incorporated herein (this one page Sponsorship Agreement, together with said Exhibit A and Exhibit B, are referred to herein together as the "Agreement").

Location of the Sponsored Events: Addison, TX (in some cases, more specificity is provided in Exhibit A)

Date(s) of the Sponsored Events: See Exhibit A

Sponsorship Fee to be paid by AB: See Exhibit A

Term of this Agreement: Commences as of the date of this Agreement and ends after the last Sponsored Event is held in calendar year 2008 (the "Term"), subject to the termination provisions hereof

In Witness Whereof, the parties have executed this Agreement as of the date first set forth above.

Town of Addison

Anheuser-Busch, Incorporated

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

For the consideration set forth in this Agreement from AB to Addison, Addison shall provide AB with each of the following sponsorship benefits during the Term:

1. For the Taste Addison event and the Kaboom Town!® event for each of calendar years 2006, 2007, and 2008:
 - (a) AB shall be the Main Stage Sponsor and shall have malt beverage category exclusivity with respect to sponsorship of each of these events.
 - (b) Secondary sponsors (i.e., any sponsor that would receive media promotion or signage rights from Addison) may not include the tobacco category.
 - (c) AB shall be provided each calendar year with (i) 12 VIP/hospitality guest passes to each event, (ii) 150 gate passes to the Taste Addison event, and (iii) 15 gate/parking passes for event staff for the Taste of Addison event and 15 parking passes for event staff for the Kaboom Town! ® event.
 - (d) 20 stage announcements will be made to mention Bud Light's sponsorship of each respective event
 - (e) Mention of Bud Light's main stage sponsorship for each respective event shall be made in all media (radio, OOH, print and Internet as well as TV if used in the future), public relations and promotional materials for each respective event
 - (f) "Bud Light" signature header on Permanent Kiosk structure in the Main Stage area and inclusion on 2nd Permanent Kiosk structure in the main stage area if developed during term of this Agreement
 - (g) Bud Light logo ID on scrolling message on 42 sq. ft. Daktronic Reader Board (Addison Rd @ Addison Circle Dr.), beginning a minimum two weeks prior to each respective event and ending at the end of each event.
 - (h) (2) Main stage "Bud Light" side scrim and possible inclusion of "Bud Light" into backdrop signage on Main Stage for each of these events
 - (i) For Taste Addison and Kaboom Town!® events, Addison will not allow any of the signage put up by AB pursuant to the terms of this Section 1 to be covered in any way regardless of the other sponsors involved with Taste Addison and Kaboom Town!® events

2.
 - (a) AB understands that each year Addison sponsors an event at Addison Circle Park known as "Addison Oktoberfest"; at Addison Oktoberfest, the malt beverage sponsorship (if any) offered by Addison is solely available to an authentic brand which is sold at the Oktoberfest event held in Munich, Germany (with the current malt beverage sponsor being Paulaner beer).

 - (b) As set forth in paragraph 1 of this Exhibit A, AB will serve as a sponsor for the Taste Addison event and the Kaboom Town!® event for each of the calendar years 2006, 2007, and 2008; in addition thereto, except as provided, below, AB shall have the first option and right of first refusal (the "First Option") to purchase advertising and sponsorship rights in the malt beverage category (if any) for any other event produced from time to time during the Term solely by Addison at Addison Circle Park, other than and excluding the Oktoberfest event (each such other event is referred to herein as an "Other City Produced Event"). Notwithstanding the previous sentence or any other provision of this Agreement, in the event Addison determines in its sole discretion that the malt beverage sponsor for an Other City Produced Event should be a specific type or category of malt beverage (e.g., such as or similar to Addison's determination that the malt beverage sponsor for Oktoberfest is solely available to an authentic brand which is sold at the Oktoberfest event held in Munich, Germany), AB shall not have such First Option unless AB can timely satisfy the specific sponsorship standards established by Addison.

 - (c) Addison may elect, in its sole discretion, to have sponsors in an alcohol category, other than the malt beverage category, for each of Taste Addison and Kaboom Town!®. In the event Addison does elect to have such a sponsor or sponsors, AB's sponsorship of Taste Addison and Kaboom!® Town events will not be diminished thereby.

 - (c) For each Other City Produced Event, Addison shall propose to AB in writing the sponsorship fee therefor and the terms and conditions thereof within a reasonable time prior to such Other City Produced Event, and AB shall have a reasonable time after receiving Addison's proposal within which to accept the same, but no longer than thirty (30) days. If AB does not accept such proposal in writing within such time or rejects such proposal in writing prior to the expiration of such thirty (30) day time period, Addison shall be free to contract with any other party with respect to any or all such rights, but not on more favorable terms than those offered to AB (from the other party's perspective), without giving AB an additional 15 day right of first refusal. The term "Sponsored Event" is used in this Agreement to describe the Taste Addison event, the Kaboom Town!® event, or any Other City Produced Event which AB and Addison mutually agree shall be sponsored by AB pursuant to the terms of this Section 2.

3. Addison shall be entitled to cover AB's logo on the kiosks or other signs at Addison Circle Park for the duration of any of the following events: (a) Oktoberfest; (b) Other City Produced Events sponsored by a malt beverage producer other than AB; and (c) any Other City Produced Event not sponsored by AB in which one of the sponsors expressly requires or requests that AB's logo and signs be covered because they believe a portion of their intended market will be offended or shouldn't be exposed to such logo and signage (e.g., children or members of a religious sect that forbids the consumption of alcohol)

EXHIBIT A

(continued)

4. For events held in Addison Circle Park by third parties (in each case, a "Third-Party Produced Event"), Addison agrees to recognize AB as the malt beverage sponsor for Taste Addison and Kaboom Town!®. AB understands and agrees that, absent an agreement to the contrary between AB and the producer of a Third-Party Produced Event, the producer of any Third-Party Produced Event shall be entitled to cover AB's logo on the kiosks or other signs at Addison Circle Park for the duration of the applicable Third-Party Produced Event.

5. AB will have the right to produce Bud Light Point-of-Sale items (items advertised in a retail location) and promotional materials which are mutually agreeable to AB and Addison for distribution at retail supporting Taste Addison, Kaboom Town!® and any additional Sponsored Event held at Addison Circle Park.

6. Subject to the termination and other provisions of this Agreement, for each of Sponsorship Years 2006, 2007, and 2008 Addison anticipates that the Taste Addison and Kaboom Town!® events will be held in or around Addison Circle Park, and the scheduling, duration, production, elements, and other important aspects of the Taste Addison and Kaboom Town!® events for such years shall not be materially changed from what they were for the Taste Addison and Kaboom Town!® events held during calendar year 2005; provided that Addison, in its sole discretion and without notice to AB, is entitled to make non-material changes to the scheduling, duration, production, elements, and any other aspect of these events so long as all such non-material changes don't collectively result in a material change to the particular event.

7. For the consideration set forth in this Agreement provided by Addison to AB, AB shall pay to Addison a Sponsorship Fee in the following amounts for each calendar year specified (the fees specified below are collectively referred to in this Agreement as the "Sponsorship Fee" and each year is referred to as a "Sponsorship Year"):

2006: \$40,000 payable on or before May 1, 2006 and
\$30,000 payable on or before July 2, 2006

2007: \$70,000 payable on or before May 1, 2007

2008: \$70,000 payable on or before May 1, 2008

EXHIBIT B – GENERAL TERMS AND CONDITIONS

1. Termination.

a. Addison may terminate this Agreement at any time by giving AB at least thirty (30) days' written notice thereof if Addison's governing body duly adopts a resolution in accordance with applicable law that alcohol beverage sponsors shall no longer be permitted to sponsor events held at Addison City Park and have logos and signage at Addison Circle Park. In addition, this Agreement may be terminated (i) in part by Addison in the event Addison's governing body elects, in its sole and absolute discretion, not to produce, hold, sponsor, or fund in any fiscal year of Addison during the Term either Taste Addison or Kaboom Town!®; and as to the event not produced, held, sponsored, or funded, AB shall be entitled for any such year to a refund of any payment made hereunder to Addison in an amount equal to that allocated to such event as set forth in subsection c. of this Section 1, or (ii) in whole by Addison in the event Addison's governing body elects, in its sole and absolute discretion, not to produce, hold, sponsor, or fund in any fiscal year of Addison during the Term both Taste Addison and Kaboom Town®, and in such event AB shall be entitled to a full refund of any payment made hereunder to Addison for such year.

b. Either party may terminate this Agreement at any time, effective upon the other party's receipt of a termination notice, without prejudice to any other legal rights to which such terminating party may be entitled, upon the occurrence of any one or more of the following: (i) a material default by the other party in performance of any of the provisions of this Agreement, which default is not cured within ten (10) days following written notice of such default to the defaulting party; or (ii) if any of the representations or warranties made by the other party in this Agreement shall prove to be untrue or inaccurate in any material respect.

c. In the event of any early termination of this Agreement pursuant to subsection a. of this Section 1, (i) each party shall perform all of its respective obligations under this Agreement up to the effective date of such termination as well as any such obligations that survive termination pursuant to the terms of this Agreement and (ii) AB releases and discharges Addison, its officials, officers, employees and agents from any and all liability and claims in connection with such termination, except for a refund to AB of any unearned portion of the Sponsorship Fee. For purposes of determining the amount of a refund the following shall apply:

(1) For purposes of calculating a refund under this subsection 1.c **only**, AB and Addison agree to assign the following values to the sponsorship benefits granted to AB under this Agreement for each Sponsorship Year:

Taste Addison	\$40,000.00
Kaboom Town!®	\$20,000.00
Other Sponsorship Benefits	\$10,000.00

(2) What follows is an example of how the refund would be calculated:

(A) Assume each of the following: (I) Taste of Addison for Sponsorship Year 2006 has already occurred, (II) Kaboom Town!® is scheduled to be held during July of 2006, (III) Addison terminates the Agreement pursuant to the terms of subsection a. of this Section 1 and the effective date of termination is June 15, 2006, and (IV) AB has paid Addison the \$70,000 Sponsorship Fee for Sponsorship Year 2006.

(B) Addison would be obligated to pay AB a refund of \$25,5428 calculated as follows:

\$20,000 (Kaboom Town!® value) plus \$5,452 (June 15th is the 166th day of 2006, leaving 199 days remaining; divide 199 by 365, which equals .5452, and then multiply .5452 by the Other Sponsorship Benefits value of \$10,000).

2. Warranties.

a. Addison represents, warrants and covenants to AB as follows: (i) Addison is not a retailer of alcohol beverages and has no ownership interest, directly or indirectly, in any alcohol beverage retail license; (ii) no monies paid by AB for the rights purchased under this Agreement are intended to be or will be passed on by Addison to any alcohol beverage retail licensee; (iii) no alcohol beverage licensee owns or has an ownership interest in Addison; (iv) there is no agreement or understanding between AB and Addison that, as consideration for AB's purchase of rights under this Agreement, Addison will require any alcohol beverage retail licensee to purchase any alcohol beverage produced, sold or offered for sale by AB; (v) Addison has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms; (vi) this Agreement, when executed and delivered by Addison, will be its legal, valid and binding obligation enforceable against Addison in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally, or laws (including, without limitation, the Addison City Charter) or constitutional provisions relating to Texas municipalities; (vii) the execution and delivery of this Agreement have been duly authorized by Addison, and such execution and delivery and the performance by Addison of its obligations hereunder do not and will not violate or cause a breach of any other agreements or obligations to which it is a party or by which it is bound, and no approval or other action by any third party is required in connection herewith; (viii) the rights which are the subject of this Agreement are being purchased by AB at a price determined by the parties to be the fair market value of such rights, without regard to whether any AB products are or will be available for sale at any of the Sponsored Events; and (ix) this Agreement is entered into solely in connection with the rights and obligations described herein and for no other purpose.

b. AB represents, warrants and covenants to Addison as follows: (i) AB's purchase of rights under this Agreement is not conditioned on any agreement or understanding that Addison will require any alcohol beverage retail licensee to purchase any alcohol beverage produced, sold or offered for sale by AB; (ii) by the purchase of rights under this Agreement, AB does not agree, expect, or intend to induce the purchase of any alcohol beverage produced, sold or offered for sale by AB by or through Addison or any alcohol beverage retail licensee; (iii) AB has no agreement with any alcohol beverage retail licensee related to or respecting this Agreement; (iv) AB has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms; (v) this Agreement, when executed and delivered by AB, will be its legal, valid and binding obligation enforceable against AB in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally; (vi) the execution and delivery of this Agreement have been duly authorized by AB, and such execution and delivery and the performance by AB of its obligations hereunder do not and will not violate or cause a breach of any other agreements or obligations to which it is a party or by which it is bound; (vii) this Agreement is entered into solely for the purchase of the rights described herein and for no other purpose; and (viii) the rights which are the subject of this Agreement are being purchased by AB at a price determined by the parties to be the fair market value of such rights, without regard to whether any AB products are or will be available for sale at any of the Sponsored Events.

c. In addition to being true as of the date first written above, each of the foregoing representations, warranties and covenants shall be true at all times during the term hereof. Each party acknowledges that each of such representations, warranties and covenants are deemed to be material and have been relied upon by the other party notwithstanding any investigation made by the other party.

3. Trademarks.

a. The AB brand(s) and all related logos, taglines, labels and other designs and product identification (collectively "AB Trademarks") are AB's property. The use of any AB Trademarks shall inure to AB's benefit, and all rights in the AB Trademarks under trademark or copyright law or any other basis shall be AB's exclusive property. AB grants to Addison, subject to the terms and conditions of this Agreement, the nonexclusive, nonassignable and non-transferable right to use AB Trademarks in connection with the Sponsored Events. All proposed uses of AB Trademarks shall be subject to AB's review and prior written approval.

b. Addison shall not manufacture, distribute, or authorize the manufacture or distribution of, any promotional merchandise which bears any AB Trademark without AB's prior written approval, unless such merchandise has been purchased or otherwise obtained directly from AB or an authorized AB licensee.

c. Addison brand(s) and all related logos, taglines, labels and other designs and product identification (collectively "Addison Trademarks") are Addison's property. The use of any Addison Trademarks shall inure to Addison's benefit, and all rights in the Addison Trademarks under trademark or copyright law or any other basis shall be Addison's exclusive property. Addison grants to AB, subject to the terms and conditions of this Agreement, the nonexclusive, nonassignable and non-transferable right to use Addison Trademarks in connection with the Sponsored Events. All proposed uses of Addison Trademarks shall be subject to Addison's review and prior written approval.

d. AB shall not manufacture, distribute, or authorize the manufacture or distribution of, any promotional merchandise which bears any Addison Trademark without Addison's prior written approval, unless such merchandise has been purchased or otherwise obtained directly from Addison.

4. Expenses.

a. Except as otherwise specifically provided in this Agreement, each party shall be responsible for any expenses incurred by such party in connection herewith.

b. During the term of this Agreement and for a period of at least two (2) years thereafter, AB and Addison shall maintain such books and records (collectively, "Records") as are necessary to substantiate that (i) all warranties made by such party in this Agreement are true and accurate in all respects and they are in full compliance with this Agreement, (ii) all invoices and other charges submitted to AB for payment hereunder were valid and proper (with respect to Addison only), and all payments of such invoices and other charges by AB were valid and proper (with respect to AB only) and (iii) no payments have been made, directly or indirectly, by or on behalf of Addison to or for the benefit of any AB employee or agent who may reasonably be expected to influence AB's decision to enter into this Agreement, or the amount to be paid by AB pursuant hereto (with respect to Addison only), and no payments have been made, directly or indirectly, by or on behalf of AB to or for the benefit of any Addison employee or agent who may reasonably be expected to influence Addison's decision to enter into this Agreement, or the amount to be paid to Addison pursuant hereto (with respect to AB only). As used herein, "payment" shall include money, property, services and all other forms of consideration. Records of Addison shall be maintained in accordance with Addison's records retention schedules, and Records of AB shall be retained in accordance with AB's records retention schedules. Each of the parties and/or their representatives shall have the right at any time during normal business hours, upon at least two business days notice, to examine the Records of the other party. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

5. **Insurance.** At least 20 days prior to a Sponsored Event, Addison shall provide AB with a certificate from its qualified and licensed insurer certifying that Addison has a commercial general or comprehensive liability insurance policy in force with at least One Million Dollars (\$1,000,000) single limit liability for each occurrence during the

Sponsored Event, together with worker's compensation insurance in statutorily required amounts. Such certificate shall certify that AB is an indemnitee under the insurance policy, which policy shall include a contractual liability endorsement to cover Addison's obligations under Paragraph 6 of these General Terms and Conditions. Coverage shall be on an occurrence rather than a claims made basis. Such policy shall provide that AB will be notified of the cancellation or any restrictive amendment of the policy at least fifteen (15) days prior to the effective date of such cancellation or amendment. Addison agrees to maintain such insurance in connection with each Sponsored Event and shall not violate, or permit to be violated, any conditions of said insurance policy, and Addison shall at all times satisfy the requirements of the insurance company writing said policy with respect to said policy. Failure to provide each such certificate in the manner and time required or to maintain the insurance coverage specified herein shall be deemed a material breach of this Agreement. It shall be a condition precedent to the enforcement of AB's obligations hereunder that Addison shall have furnished to AB each of the insurance certificates as aforesaid.

6. Indemnification.

a. Addison agrees to indemnify AB against claims and losses for death or injury to person or damage to property arising out of any Sponsored Event to the extent that such claims and losses are caused by the negligence of Addison, provided, however, that such obligation to indemnify is subject to and without waiving any immunity or any defense or tort limitation to which Addison is or may be entitled, and the indemnity shall in no event exceed the monetary limitations of damages for municipalities set forth in the Texas Tort Claims Act.

b. AB agrees to indemnify Addison against claims and losses for injury to person or damage to property arising out of any Sponsored Event to the extent that such claims and losses are caused by the negligence of AB.

7. Compliance With the Law. If a reasonable basis exists for believing that any provision of this Agreement violates any (a) federal, state or local law or regulation, or (b) code, rule, regulation or directive adopted by an industry trade association affecting either party's performance of this Agreement (collectively, "Law"), then the parties agree to promptly seek to negotiate a modification of this Agreement to the extent necessary to bring about compliance with such Law; provided, however, that if such modification would cause this Agreement to fail in its essential purpose or purposes, or if the parties cannot agree upon such modification, it shall be deemed terminated by mutual agreement of the parties. Without limiting the generality of the foregoing, the parties expressly agree that AB's right under this Agreement to advertise and promote its alcohol malt beverage products is an essential purpose of this Agreement, and any limitation, restriction or other modification of such right would constitute a failure of such purpose. If this Agreement is terminated pursuant to this provision, payment shall be made only to the extent of a party's performance to and including the date of termination, and any payments which shall have been made and which are applicable to future time periods shall be refunded (such

refund to be made in accordance with the refund procedure set forth in Section 1.c., above).

8. Rights Unique. Addison acknowledges that the rights and privileges granted to AB hereunder are special, unique, extraordinary and impossible of replacement, and the loss of such rights could not be adequately compensated in damages in an action at law, and therefore Addison's failure or refusal to perform its obligations hereunder would cause AB irreparable loss and damage. Accordingly, if Addison fails or refuses to perform such obligations, AB shall be entitled to injunctive or other equitable relief against Addison, including temporary relief before a time at which a preliminary hearing may be held by a court of competent jurisdiction to prevent the continuance of such failure or refusal, or to prevent Addison from granting rights to others in violation of this Agreement. Notwithstanding the foregoing, however, the provisions of this section are subject to Addison's termination rights set forth in Section 1 of these General Terms and Conditions.

9. Event Control. Addison reserves the right to (a) control and manage the location of each Sponsored Event, and (b) enforce all necessary and proper rules for the management and operation of each Sponsored Event. AB does not in any way control or manage any aspect of any Sponsored Event or the location of any Sponsored Event and acknowledges that all rules for management and operation of each Sponsored Event shall be established and enforced solely by Addison.

10. First Option.

AB shall have the first option and right of first refusal as to Sponsored Events (if any) to purchase the advertising and sponsorship rights granted in Exhibit A of this Agreement for calendar years 2009, 2010, and 2011; provided, however, that such option and right of first refusal shall be subject to all of the terms and conditions of this Agreement; and provided further that Addison has the right to determine, in its sole discretion, that the malt beverage sponsor for an Other City Produced Event should be a specific type or category of malt beverage (e.g., such as or similar to Addison's determination that the malt beverage sponsor for Oktoberfest is solely available to an authentic brand which is sold at the Oktoberfest event held in Munich, Germany). Addison shall propose to AB in writing the sponsorship fee therefor and the terms and conditions thereof no later than ninety days prior to the end of calendar year 2008 and AB shall have until thirty (30) days after receiving Addison's proposal within which to accept the same. If AB does not accept such proposal in writing within such time, Addison shall be free to contract with any other party with respect to any or all such rights, but not on more favorable terms than those offered to AB (from the other party's perspective), without giving AB an additional 15 day right of first refusal.

11. Miscellaneous.

a. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, promises, understandings or representations, written or oral, in regard thereto. This Agreement cannot be modified except by an agreement in writing signed by authorized representatives of both parties and specifically referring to this Agreement. The paragraph headings set forth herein are for convenience only and do not constitute a substantive part of the Agreement. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute the same instrument. The execution of this Agreement by facsimile shall be deemed to be an original execution of this Agreement.

b. The failure of either party to object to or to take affirmative action with respect to any conduct of the other party which is in violation of the terms hereof shall not be construed as a waiver thereof, nor of any future breach or subsequent wrongful conduct. The rights and remedies set forth herein are intended to be cumulative, and the exercise of any one right or remedy by either party shall not preclude or waive its exercise of any other rights or remedies hereunder or pursuant to law or equity.

c. The parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, joint enterprise, or employment between the parties. Each party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way.

d. Neither party shall assign or otherwise transfer its rights and/or obligations or delegate its duties under this Agreement without the prior written consent of the other party, and any assignment or transfer by one party without the written consent of the other party shall authorize the other party to immediately terminate this Agreement. This Agreement and all of the terms and provisions hereof will be binding upon, and will inure to the benefit of, the parties hereto and their respective successors and approved assigns.

e. This Agreement shall be deemed to have been made and entered into in the State of Texas and the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement without regard to its principles of conflicts of laws. Venue for all actions under this Agreement shall lie in Dallas County, Texas.

f. The parties agree that their respective activities shall be conducted in accordance with applicable laws, rules, regulations and policies of Addison and any other applicable governmental authority. This Agreement is subject to any and all reasonable standards, rules, laws, and regulations imposed by Addison.

g. This Agreement and each of its provisions are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

h. All obligations and responsibilities arising prior to the expiration or termination of this Agreement allocating responsibility or liability of or between AB and Addison shall survive the completion or termination of this Agreement, and 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.

Council Agenda Item: #R3

SUMMARY:

Presentation of the Government Finance Officers Association (GFOA) “Distinguished Budget Presentation Award” for the fiscal year beginning October 1, 2005.

FINANCIAL IMPACT:

There is no financial impact associated with this recognition.

BACKGROUND:

The Government Finance Officers Association (GFOA) created a Distinguished Budget Presentation Award in 1984 to encourage governments to prepare budget documents of the highest quality to meet the needs of decision-makers and citizens.

In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as an operations guide, as a financial plan and as a communications device.

The Town of Addison has received the Distinguished Budget Presentation Award every year since 1987 and has received notice that the annual budget for the Fiscal Year beginning October 1, 2005 has also received this distinction.



Government Finance Officers Association

203 North LaSalle Street, Suite 2700

Chicago, Illinois 60601-1210

312.977.9700 fax: 312.977.4806

March 27, 2006

Mr. Ron Whitehead
City Manager
Town of Addison
5300 Belt Line Road
Addison, TX 75240

Dear Mr. Whitehead:

I am pleased to notify you that Town of Addison, Texas has received the Distinguished Budget Presentation Award for the current fiscal year from the Government Finance Officers Association (GFOA). This award is the highest form of recognition in governmental budgeting and represents a significant achievement by your organization.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual or department designated as being primarily responsible for its having achieved the award. This has been presented to:

Randolph C. Moravec, Director of Financial and Strategic Services

We hope you will arrange for a formal public presentation of the award, and that appropriate publicity will be given to this notable achievement. A press release is enclosed for your use.

We appreciate your participation in GFOA's Budget Awards Program. Through your example, we hope that other entities will be encouraged to achieve excellence in budgeting.

Sincerely,

A handwritten signature in cursive script that reads 'Stephen J. Gauthier'.

Stephen J. Gauthier, Director
Technical Services Center

Enclosure



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

March 27, 2006

PRESS RELEASE

For Further Information Contact
Stephen J. Gauthier (312) 977-9700

Chicago--The Government Finance Officers Association of the United States and Canada (GFOA) is pleased to announce that **Town of Addison, Texas** has received the GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories to receive the award.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual or department designated as being primarily responsible for its having achieved the award. This has been presented to **Randolph C. Moravec, Director of Financial and Strategic Services.**

For budgets including fiscal periods 2004, 1,027 entities received the Award. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

The Government Finance Officers Association is a nonprofit professional association serving 16,000 government finance professionals throughout North America. The GFOA's Distinguished Budget Presentation Awards Program is the only national awards program in governmental budgeting.

Council Agenda Item: #R4

**Attachments will be delivered on
Friday, June 23rd.**

Council Agenda Item: #R5

**Attachments will be delivered on
Friday, June 23rd.**

Council Agenda Item: #R6

**Attachments will be delivered on
Friday, June 23rd.**

Council Agenda Item: #R7

**Attachments will be delivered on
Friday, June 23rd.**

Council Agenda Item: #R8

**Attachments will be delivered on
Friday, June 23rd.**

Council Agenda Item: #R9

**Attachments will be delivered on
Friday, June 23rd.**

Council Agenda Item: #R10

**Attachments will be delivered on
Friday, June 23rd.**

Date: June 15, 2006 Business Name: Majestic Fine Wines & Spirits
 Address: 14733 Inwood Rd

Variance

The ordinance requires a single-tenant pole sign to have an exact sign face area of 36 square feet and a height of 20'.
 The ordinance does not allow exposed neon on detached signs.

Request

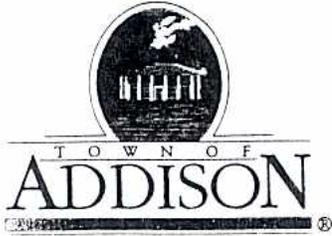
The applicant is requesting:
 A single tenant pole sign that is approximately 90 Sq. Ft. in area but do not meet the design criteria of the ordinance and has exposed neon.

Ordinance Requirement

Sec. 62-185. Specifications.
 Both single-tenant and multi-tenant pole signs shall be allowed and shall be governed by the design standards and regulations as set forth in this section.
 (1) Single-tenant pole signs must be exactly 36 square feet in effective area and must be exactly 20 feet in height measured from ground elevation to the top of the sign.
 (2) Multi-tenant pole signs must be exactly 72 square feet in effective area and must be exactly 20 feet in height measured from ground elevation to the top of the signs. No single-tenant shall occupy more than 36 square feet of sign area on a multi-tenant sign.
 (3) Design standards shall be as follows:
 a. *Sign supports:* 8"X 8" structural steel tubing. Structural steel tubing shall be installed in accordance with Figure 62-185A for single-tenant signs and 62-185B for multi-tenant signs.
 b. *Sign cabinet:* Paint grip sheet metal on angle iron frame with angle retaining rim to secure sign face.
 1. Single-tenant sign cabinet dimensions: 6'10" wide x 5'10" high X 12" deep.
 2. Multi-tenant sign cabinet dimensions: 6'10" wide X 11'6" high X 12" deep.
 c. *Sign face:* plastic sheet.
 d. *Sign finish:* Degrease, prime, and finish coat all exposed metal surfaces as required.
 e. *Sign support and cabinet color:* Pantone 404(c). Painted surfaces are to match special color; color swatch will be provided by the town. Color number Pantone #404(c).
 f. *Internal illumination:* Internal illumination provided by fluorescent lamps spaced no further than 12 inches on center.
 g. *Overall sign height:* All signs are to be 20 feet in height.
 Sec. 62-285 Luminescent gaseous tubing.
 The use of exposed tubes which contain luminescent inert gases, including, 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 this chapter.

STAFF RECOMMENDATION: Staff recommends denial.

STAFF: Lynn Chandler
 Lynn Chandler, Building Official



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

16801 Westgrove

Post Office Box 9010 Addison, Texas 75001-9010

To: Carmen Moran, Director of Development Services

From: ^{DO}Lynn Chandler, Building Official

Date: June 19, 2006

Subject: Meritorious Exceptions to the Sign Ordinance

The following exceptions have been granted for detached signs:

1. 14951 Dallas Parkway
Carter Crowley Properties (Comp USA)
Meritorious Exception Ord. 093-030, May 11, 1993
Flag and Pole: Pole Height 120', Flag Area 760 sq. ft.

Comp USA was also granted an exception for a corporate flag 96 sq. ft. in area.
February 2003.
2. 14665 Midway Road
The Kevlin Company was granted an exception for a monument sign to be
Located 15' from the street curb. September 27, 1994.
3. 16771 Dallas Parkway
Bent Tree National Bank
Meritorious Exception Ord. 094-070, October 25, 1994
Pole Sign: Height: 25', Area: 71 sq. ft.
4. 16251 Dallas Parkway
Mary Kay
Meritorious Exception Ord. 095-022, may 9, 1995
Monument Sign: Height 9', Area 54 sq. ft.
5. 14655 Dallas Parkway
Bay Street (Lawry's)
Meritorious Exception Ord. 092-065, October 27, 1992
Pole Sign: Height 30', Area 72 sq. ft.
6. 5100 Belt Line Road
Village on the Parkway
Meritorious Exception Ord. 096-022, June 11, 1996
3 Towers: Height 44', Area 77 sq. ft.
And

2 signs from previous meritorious exception allowed to remain.

Ord. 094-047, July 21, 1994

Pole Sign: Height 29'6", Area 156 sq. ft.

7. E.E. Realty located at 4949 Keller Springs Road was granted an exception for a monument sign to be located 15" from the street curb. May 23, 2000
8. Emerald Plaza located at 14900 Landmark Blvd. was granted an exception for a monument sign to be located 15' from the street curb.
8. Addison Town Center Shopping Center located in the 3700 to 3800 block of Belt Line Road was granted an exception for four pole signs that did not meet the design criteria or maximum area of the ordinance. November 2002
9. Two Rows Restaurant & Brewery located at 17225 Dallas Pkwy was granted an exception for an additional monument sign with an area of 72 sq ft and a height of 8'. August 2003.
10. Addison Walk located at 5000 Belt line Road was granted an exception for two 72 sq ft pole signs that did not meet the design criteria of the sign ordinance. January 2004.
11. Lawry's located at 14655 Dallas Pkwy was granted an exception for a pole sign 35' in height and 114 sq ft in area due to it's location on Dallas Pkwy and it's unique design. December 2004.
12. Addison Tower located at 16415 Addison Rd was granted an exception for a monument sign to be located 12' 10" from the street curb. December 2005.

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: 6-12-06 Filing Fee: \$200.00

Applicant: Commercial Net Lease Realty, LP

Address: 1111 Jacksboro Hwy Suite#:

Ft Worth Tx 76107 Phone#: 972-867-7628
City State Zip

Fax#: 972-867-5410

Status of Applicant: Owner Tenant Agent

Location where exception is requested:

14733 Inwood

Reasons for Meritorious Exception:

Submission of alternate design for pole signage.

YOU MUST SUBMIT THE FOLLOWING:

12 COPIES OF THE PROPOSED SIGN SHOWING:

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

Date Fees Paid _____ Check # Visa Receipt # _____

MERITORIOUS EXCEPTION TO THE ADDISON SIGN ORDINANCE
STAFF REPORT
ME 2006-7

Date: June 14, 2006

Business: Majestic fine Wines & Spirits

Address: 14733 Inwood Rd

Ordinance Requirement

Sec. 62-163. Area.

Total effective area of attached signs shall not exceed the following schedules:

(1) On an attached sign located at a height of up to 36 ft, the effective area is limited to 1 sq ft of sign area for each linear foot of building frontage not to exceed 100 sq ft

(2) An attached sign located at or exceeding a height of 36 ft shall be permitted an increase in maximum effective area. Such increases shall not exceed 4 sq ft in effective area for each additional 1 ft of height above 36 ft measured from the base of the sign to the building grade.

(3) Attached signs may be located on each façade; however, the sum of the effective area of all attached signs shall not exceed twice the allowable effective area as specified in subsections (1) and (2) of this section.

(4) Building with 4 or more stories in height may have not more than 2 attached signs per façade provided that:

a. Each sign is designated for a separate tenant.

b. One sign must be located on or near the uppermost story of the building while the 2nd sign is to be located on the 1st or ground level floor.

c. Signs may be no closer than 30 ft apart.

d. The combined effective sq footage of both signs may not exceed twice the allowed effective sq footage as specified in subsections (1) and (2) of this section.

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

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

a. Letter heights in excess of 72 inches must be approved by the city council.

b. Not more than 50% of the letters in each individual sign height category may be 25% taller than the specified maximum letter/logo height.

(6) Copy on awnings is allowed in accordance with the above regulations for area and letter height. For back-lit awnings, the area of the sign shall be based on the area of the awning that is back-lit or illuminated.

Sec. 62-285. Luminescent gaseous tubing.

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 this chapter.

STAFF RECOMMENDATION: The sign will be located approximately 75' to 80' from Inwood Rd. Staff recommends denial.

STAFF:

Lynn Chandler
Lynn Chandler, Building Official

Variance

The ordinance allows 1 Sq. Ft. of signage for each Ft. of building length up to 100 Sq. Ft. and a maximum letter height of 20" for 50% of the letters with the remaining letters to be 16" or less in height.

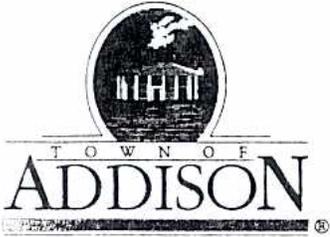
Exposed neon on the exterior of the building is limited to attached signs.

Request

The applicant is requesting:

A sign on the east façade with letters 34" in height and an area approximately 156 Sq. Ft.

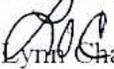
Exposed skeleton type neon to accent building elements.



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:  Lynn Chandler, Building Official

Date: June 19, 2006

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 a setback of 120' from Excel Parkway. July 2002.
11. Hibernia Bank located at 14651 Dallas Parkway was granted an exception to place an additional sign on the east façade. October 2002.
12. 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.
13. 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.
14. 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.
15. 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.
16. Vartec Telecom/ 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.

22. 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.
23. Wachovia Bank located at 5080 Spectrum Dr was granted an exception for more than one attached sign on the south façade of the building and 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. On The Border located at 4855 Belt line Rd was granted exceptions for signs with logo and letter heights of 31', 35.5", 34.5", a projection greater than 18" from the façade and LED or neon skeleton type lighting that was recessed in a cove. The signs were located 109', 160', 175', 300' and 320' from the ROW. August 2005.
30. Wachovia Bank located at 5080 Spectrum was granted an exception for an 8,649 sq ft sign located on the south façade for a maximum of 60 days. September 2005.
31. Sprint located at 4943 Belt Line rd was granted an exception for a sign with a logo height of 27.5" and letters 18.75" in height. January 2006.
32. Capitol One located at 14651 Dallas Pkwy was granted an exception for additional sign on the east façade of the building. February 2006.
33. AMF Fun Fest Lanes located at 3805 Belt Line Rd was granted an exception for signs with logo heights of 5'3" and numerals with heights of 3'9" and 2'9" due to the size of the façade and setbacks of 250' from Commercial Dr. and Business Ave.

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: 6-12-06 Filing Fee: \$200.00

Applicant: Commercial Net Lease Realty, LP

Address: 1111 Jacksboro Hwy Suite#: _____

Fert Worth TX 76107 Phone#: 972-867-7628
City State Zip

Fax#: 972-867-5410

Status of Applicant: Owner Tenant _____ Agent _____

Location where exception is requested:

14733 Inwood

Reasons for Meritorious Exception:

Submission of alternate design for building signage.

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 _____ Check # Visa Receipt # _____

Council Agenda Item: #R13

SUMMARY:

Council approval is requested of a resolution denying the system-wide rate increase request filed by Atmos Energy Corporation (the Company) on May 31, 2006.

FINANCIAL IMPACT:

The rates proposed by the Company would impact the Town's annual revenues and expenditures by an average 4%. Based on budgeted amounts, Company franchise fees paid to the Town would increase approximately \$7,000 while gas costs would increase by \$1,950, for a net gain to the Town of \$5,050. The Gas Utility Regulatory Act (GURA) requires the utility to reimburse the Town for its reasonable costs associated with the activities related to contesting any gas rate action.

BACKGROUND:

In November, Addison was one of seventy-six Texas cities served by the Company that passed "show-cause" resolutions requiring Atmos to file by December 31, 2005, support for its current rates. Atmos filed schedules with the cities, which had been reviewed by the cities' consultants, who in turn recommended that the current rates were not justified. In April 2006, the Council approved an ordinance mandating new, lower rates.

On May 31, in response to ordinances adopted by the Town and other cities, the Company filed with the Town a new rate schedule that would increase the Company's revenues by \$61 million annually, or 3.6%. The average residential bill would increase 5.36%, or by approximately \$4.02 per month. Commercial customers could see their average bill increase by 5.25%, or by approximately \$17.16 per month.

The Company's rate filing is unusual in that it is primarily a defensive effort to support their appeal of rate reduction ordinances passed by cities and a necessary step to guarantee that system-wide rates are implemented following a final Railroad Commission order on the appeal of city ordinances. It is anticipated that the Commission will bundle the Company's appeal of city-mandated rates and their eventual appeal of the city denial of their new rates. No schedule has been established as to when the Commission will rule on these issues. In the mean time, the Company's existing rates will remain in place.

RECOMMENDATION:

It is recommended Council approve the attached resolution denying the Company's statement of intent to impose new higher gas rates to customers served within the Town of Addison.

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF ADDISON, TEXAS DENYING ATMOS ENERGY CORP., MID-TEX DIVISION'S STATEMENT OF INTENT TO INCREASE THE GAS UTILITY RATES IN THE CITY; SUPPORTING THE REDUCTION OF EXISTING NATURAL GAS DISTRIBUTION RATES CURRENTLY CHARGED BY ATMOS MID-TEX WITHIN THE CITY; ORDERING ATMOS MID-TEX TO REIMBURSE THE CITY FOR ITS REASONABLE COSTS INCURRED IN RATEMAKING PROCEEDINGS OR APPEALS OF SAID PROCEEDINGS; AUTHORIZING THE ATMOS CITIES STEERING COMMITTEE TO ACT ON BEHALF OF CITY AND INTERVENE IN ANY PROCEEDINGS BEFORE ADMINISTRATIVE OR JUDICIAL BODIES; REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS ADOPTED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas ("City") is a regulatory authority under the Gas Utility Regulatory Act ("GURA") and has original jurisdiction over the gas utility rates of Atmos Energy Corp., Mid-Tex Division (the "Company"); and

WHEREAS, the City, along with 87 other Atmos Cities Steering Committee ("ACSC") cities, exercised its authority under §§ 103.001 and 104.151, GURA, to initiate a proceeding to determine whether the existing rates of the Company were unreasonable or in any way in violation of any provision of law and ordered the Company to show cause regarding the reasonableness of its existing natural gas distribution rates within the City; and

WHEREAS, the Company filed its rate filing package with the City in response to the City's order on or about December 31, 2005, and the City's representatives obtained additional information from the Company through written requests for information; and

WHEREAS, the City's consultants and representatives, through cooperative efforts and under the direction of the ACSC, reviewed the information and recommended that the City reduce the rates charged by the Company within the City; and

WHEREAS, by its own action pursuant to GURA § 104.151(a) or by procedural agreement with the Company, the City reduced the current natural gas rates charged by the Company within the City effective May 31, 2006; and

WHEREAS, the Company has bonded in its existing rates with the Railroad Commission as part of its appeal of rates set by ACSC cities; and

WHEREAS, as part of its appeal of city rate actions taken by ACSC members, the Company filed a Statement of Intent to Increase the Gas Utility Rates within the City effective July 5, 2006; and

WHEREAS, the Company's request is unreasonable based upon the information already reviewed by the City in response to its action initiating the show cause action;

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

Section 1. The above and foregoing premises are true and correct and are incorporated into and made a part of this Resolution for all purposes.

Section 2. The Statement of Intent to Increase Gas Utility Rates filed by the Company on or about May 31, 2006, and effective July 5, 2006, is hereby denied.

Section 3. The reduction to current rates previously adopted by the City pursuant to ordinance or agreement with the Company is just and reasonable.

Section 4. The City is authorized to intervene in any appeal of the City's action filed at the Railroad Commission of Texas and to otherwise participate in any litigation associated with the Company's rates charged in the City, in conjunction with the ACSC.

Section 5. The Company shall promptly reimburse ACSC for ratemaking costs associated with the City's activities related to the show cause proceeding and/or the denial of the Statement of Intent including appeals to the Railroad Commission or Courts, in accordance with GURA § 103.022.

Section 6. A copy of this Resolution shall be sent to the Company, care of Richard T. Reis, at Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1800, Dallas, Texas 75240, and to Geoffrey Gay, legal counsel to ACSC, at Lloyd Gosselink, P.O. Box 1725, Austin, Texas 78767-1725.

Section 7. It is hereby officially found and determined that the meeting at which this Resolution is adopted is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required.

Section 8. This Resolution shall take effect from and after its adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this thirteenth day of June, 2006.

Joe Chow, Mayor

ATTEST:

By: _____
Carmen Moran, City Secretary

APPROVED AS TO FORM:

By: _____
Ken Dippel, City Attorney

Council Agenda Item: #R14

SUMMARY:

Council approval is requested of an ordinance denying a request from Atmos Energy Corporation (the Company) for an annual (2005) gas reliability infrastructure program (GRIP) rate surcharge for customers on the Company's statewide gas utility system.

FINANCIAL IMPACT:

Approval of the ordinance would have no direct financial impact to the Town. Costs associated with the Town participating with the Atmos Cities Standing Steering Committee (ACSSC) will be reimbursed by the Company, which will then pass those costs to their gas customers.

BACKGROUND:

In April, the Council voted to suspend the Company's 2005 GRIP request that would have increased monthly residential bills by \$0.51, commercial bills by \$.85 and industrial customer bills by \$78.47. The suspension allowed the consultants hired by ACSSC to evaluate the GRIP request and make recommendations to the member cities.

The consultants recommend the GRIP rates be denied for the following reasons:

- (i) The capital structure and component costs used by Atmos do not represent Atmos Energy's costs, but are proxies based on TXU Gas' circumstances
- (ii) The rate base amounts used show enormous and unexplained increases over the amounts in both 2003 and 2004 that are not shown to be reasonable
- (iii) The Statement of Intent filed in May with the Commission and the Cities also includes Atmos' 2005 investment, making the 2005 GRIP filing unnecessary and creating the potential for double-counting and double-recovery for this investment.

RECOMMENDATION:

It has been a long-standing policy of the Town to protect the interests of its residents and businesses in any utility rate case. The Council has rejected the Company's 2003 and 2004 GRIP rate increases and it is recommended Council approve the ordinance denying imposition of the 2005 GRIP surcharge rates. It is likely the Company will appeal the rejection of their rates to the Railroad Commission.

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, DENYING THE REQUEST OF ATMOS ENERGY CORP., MID-TEX DIVISION, FOR AN ANNUAL GAS RELIABILITY INFRASTRUCTURE PROGRAM (GRIP) RATE INCREASE IN THE CITY, AS A PART OF THE COMPANY’S STATEWIDE GAS UTILITY DISTRIBUTION SYSTEM; APPROVING COOPERATION WITH OTHER CITIES WITHIN THE ATMOS ENERGY CORP., MID-TEX DIVISION DISTRIBUTION SYSTEM AS PART OF THE ATMOS CITIES STEERING COMMITTEE (ACSC); AUTHORIZING ACSC TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION; AUTHORIZING INTERVENTION AS PART OF ACSC IN ANY APPEAL OF THE CITY’S ACTION TO THE RAILROAD COMMISSION; PROVIDING A REQUIREMENT FOR A PROMPT REIMBURSEMENT OF COSTS INCURRED BY THE CITY; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING FOR NOTICE OF THIS ORDINANCE TO ATMOS ENERGY CORP., MID-TEX DIVISION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about March 30, 2006, Atmos Energy Corp., Mid-Tex Division, (the “Company”) filed with the Town of Addison, Texas (“City”) a request for an annual gas reliability infrastructure program (“GRIP”) rate increase for customers on the Company’s statewide gas utility system to be effective May 30, 2006; and

WHEREAS, the City has exclusive original jurisdiction to evaluate the Company’s request as it pertains to the distribution facilities located within the City, pursuant to Texas Utilities Code §§ 102.001(b) and 103.001; and

WHEREAS, it is reasonable for the City to cooperate with other cities in a coalition of cities in opposition to the Company’s filing at the Railroad Commission (“Commission”), said coalition being known as Atmos Cities Steering Committee (“ACSC”), in any appeal of the cities’ (including the City) actions to the Commission; and

WHEREAS, the Gas Utility Regulatory Act (“GURA”) grants local regulatory authorities the right to intervene in rate proceedings filed at the Railroad Commission; and

WHEREAS, the Texas Utilities Code § 103.022 provides that costs incurred by the City in ratemaking activities are to be reimbursed by the regulated utility; and

WHEREAS, counsel for ACSC, upon review of the Company’s filing and upon consultation with various consultants, recommends finding that the Company’s proposal is unjustified and unreasonable; and

WHEREAS, the Company has publicly stated that it will receive substantial profit in 2005 and that its expenses are substantially below those on which the GUD No. 9400 rates it is charging were based; and

WHEREAS, the Company's GRIP request fails to account for growth in numbers of customers, thereby undercounting the revenues it will receive from its proposed GRIP rate increase; and

WHEREAS, the Company's GRIP request fails to recognize that GUD No. 9400 rates included profit based on TXU Corporation's capital structure rather than Atmos Energy Corp.'s current capital structure, which justifies a lower rate of return; and

WHEREAS, under the provisions of § 104.301 of GURA, the interim rate adjustment is subject to true-up in a general rate case filed within five years of the effective date of the interim rate surcharge; and

WHEREAS, the Company has, on May 31, 2006, filed a Statement of Intent to increase its distribution rates on a system-wide basis, using calendar year ending December 31, 2005, as its test year; and

WHEREAS, the capital investment made by Atmos during 2005 will be reviewed in the Statement of Intent filing, making the 2005 GRIP filing superfluous, duplicative, and unnecessary.

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

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

Section 2. The Company's GRIP rate increase request is found to be unreasonable, superfluous, duplicative, and unnecessary, and is therefore denied in all respects.

Section 3. The City is authorized to cooperate with other cities within the Company's Distribution System that have formed ACSC to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary litigation associated with an appeal of a rate ordinance and the rate case filed at the Commission.

Section 4. The costs incurred by the City in reviewing the Company's GRIP request shall be promptly reimbursed by the Company.

Section 5. The City is authorized to intervene in any appeal of the City's action filed at the Commission and any related litigation, and to participate in any such appeal or litigation as a member of ACSC.

Section 6. This Ordinance shall become effective immediately from and after its passage, as the law and charter in such cases provide.

Section 7. It is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required.

Section 8. A copy of this Ordinance, constituting final action on the Company's application, be forwarded to the following:

Richard T. Reis
Atmos Energy Corporation
5420 LBJ Freeway, Suite 1800
Dallas, Texas 75240

Lloyd Gosselink Blevins Rochelle & Townsend
c/o Geoffrey Gay
P.O. Box 1725
Austin, Texas 78767-1725.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this ___ day of _____, 2006.

Joe Chow, Mayor

ATTEST:

By: _____
Carmen Moran, City Secretary

APPROVED AS TO FORM:

By: _____
Ken Dippel, City Attorney

Council Agenda Item: #R15

SUMMARY:

Council approval is requested of an ordinance amending the Town’s Annual budget for the fiscal year ending September 30, 2006.

FINANCIAL IMPACT:

There is no direct financial impact associated with this item. Details of the amendments are presented in the attached materials. Below is a summary of the changes in total revenues, expenditures, and fund balance.

	<u>Original</u>	<u>Amended</u>
Total Revenues	\$52,690,060	\$53,575,060
Decrease in Fund Balance	<u>6,376,550</u>	<u>6,244,160</u>
Total Appropriations	\$59,066,610	\$59,819,220

BACKGROUND:

The annual budget is a blueprint of how financial resources are expected to be received and appropriated throughout the fiscal year. Inevitably, as the year progresses, variances with the budget occur in the various categories of revenue and expenditures. Each year, Financial and Strategic Services reviews the budget to determine which items should be recognized with formal budget amendments. Although variances occur in almost every one of the hundreds of detailed financial line items the Town maintains, budget amendments are presented to Council for only a few major categories using the following primary criteria:

- Appropriations for major cost centers (departments) will be exceeded. Financial and Strategic Services staff maintains budget control over operating department expenditures. Excess expenditures in one category are usually addressed with transfers of surpluses in other categories. However, if the excess expenditures are so large that the total department budget will be exceeded, these items must be addressed with a budget amendment.
- Revenues are significantly less than budgeted. A material shortage in a particular category may impact the ability to fund certain programs or significantly reduce fund balance.

In other words, any variance that has a detrimental impact on the Town’s finances is addressed with a budget amendment. Other amendments may be presented to Council that acknowledge major increases in revenues and/or reductions in expenditures. However, these items are usually presented in context with detrimental variances.

Major changes proposed for the 2006 budget are:

- Recognize \$425,000 in additional General fund revenues associated with increased interest earnings, court fines, and reimbursements associated with TXU and FEMA.
- In the Combined Services department, legal fees (\$100,000) and the Town's tuition reimbursement program (\$20,000) are expected to exceed the budgeted levels.
- In the Council Projects department, professional services fees associated the Cotton Belt rail line (\$100,000) are have exceeded the budgeted amount.
- In multiple departments, utility fees have exceeded their budgeted amounts due to higher utility rates. Most notably, the Street department (\$90,000) and the Conference Centre (\$80,000) are expected to exceed their budgeted amounts.
- Recognize \$460,000 in additional Hotel Occupancy taxes expected to be received by fiscal year end.
- In the Airport fund, increase legal fees by \$180,000 related to unanticipated litigation expenses.

Exhibit A reflects the changes for all funds, Exhibit B details the proposed budget changes, and Exhibit C shows how the changes affect the individual funds.

RECOMMENDATION:

Staff recommends that Council approve the attached ordinance amending the Town's annual budget for the fiscal year ending September 30, 2006.

**TOWN OF ADDISON
DETAIL OF RECOMMENDED FY 05-06 BUDGET AMENDMENTS**

Fund / Category	Revenues and Other Funding Sources/Uses	Expenditures					Total Department
		Personal Services	Supplies	Maintenance	Contractual Services	Debt Service /Lease	
General fund / Revenues							
FEMA Reimbursement	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TXU Settlement	90,000	-	-	-	-	-	-
Additional Court Fines	200,000	-	-	-	-	-	-
Interest Earnings	100,000	-	-	-	-	-	-
Total General Fund Revenues	\$ 425,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General fund / City Manager							
Additional library cards	\$ -	\$ -	\$ -	\$ 4,600	\$ -	\$ -	\$ 4,600
Facility rental fees	-	-	-	3,400	-	-	3,400
Additional utility fees	-	-	-	8,000	-	-	8,000
Total City Manager	\$ -	\$ -	\$ -	\$ 16,000	\$ -	\$ -	\$ 16,000
General fund / General Services							
Additional utility fees	\$ -	\$ -	\$ -	\$ 28,000	\$ -	\$ -	\$ 28,000
Expenses related to Service Center roof	-	-	30,000	-	-	-	30,000
Replacement of fuel pumps	-	-	-	-	-	6,500	6,500
Total General Services	\$ -	\$ -	\$ 30,000	\$ 28,000	\$ -	\$ 6,500	\$ 64,500
General fund / Combined Services							
Additional Attorney Fees	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ 100,000
Increase in tuition reimbursement fees	-	-	-	20,000	-	-	20,000
Total Combined Services	\$ -	\$ -	\$ -	\$ 120,000	\$ -	\$ -	\$ 120,000
General fund / Council Projects							
Cotton Belt Consultant	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ 100,000
Additional funds for quarterly newsletter	-	-	-	11,000	-	-	11,000
Total Council Projects	\$ -	\$ -	\$ -	\$ 111,000	\$ -	\$ -	\$ 111,000
General fund / Fire							
Higher electricity rates	\$ -	\$ -	\$ -	\$ 14,000	\$ -	\$ -	\$ 14,000
Roof expenses lower than anticipated	-	-	(30,000)	-	-	-	(30,000)
Total Fire	\$ -	\$ -	\$ (30,000)	\$ 14,000	\$ -	\$ -	\$ (16,000)
General fund / Streets							
Higher electricity rates	\$ -	\$ -	\$ -	\$ 90,000	\$ -	\$ -	\$ 90,000
Total Streets	\$ -	\$ -	\$ -	\$ 90,000	\$ -	\$ -	\$ 90,000

**TOWN OF ADDISON
DETAIL OF RECOMMENDED FY 05-06 BUDGET AMENDMENTS**

Fund / Category	Revenues and Other Funding Sources/Uses	Expenditures					Total Department	
		Personal Services	Supplies	Maintenance	Contractual Services	Debt Service /Lease		Capital Outlay
General fund / Parks								
Higher electricity rates	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000
Total Parks	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000
General fund / Recreation								
Higher electricity rates	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000
Total Recreation	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000
Hotel fund / Revenues								
Increase in Anticipated HOT Collections	\$ 460,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Hotel Fund Revenues	\$ 460,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel fund / Conference Centre								
Replacement of kitchen equipment	\$ -	\$ -	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ 12,000
Additional utility fees	\$ -	\$ -	\$ -	\$ -	\$ 80,000	\$ -	\$ -	\$ 80,000
Total Conference Centre	\$ -	\$ -	\$ 12,000	\$ -	\$ 80,000	\$ -	\$ -	\$ 92,000
Hotel fund / Performing Arts								
Additional expenses for professional services	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ -	\$ -	\$ 10,000
Total Performing Arts	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ -	\$ -	\$ 10,000
Airport Fund								
Unanticipated litigation expenses	\$ -	\$ -	\$ -	\$ -	\$ 180,000	\$ -	\$ -	\$ 180,000
T-1 access for U.S. customs	\$ -	\$ -	\$ -	\$ -	\$ 32,000	\$ -	\$ -	\$ 32,000
Total Airport Fund	\$ -	\$ -	\$ -	\$ -	\$ 212,000	\$ -	\$ -	\$ 212,000
2000 Capital Projects Fund								
Reduction in expenses related to lower fund balance	\$ -	\$ -	\$ -	\$ -	\$ (61,890)	\$ -	\$ -	\$ (61,890)
Total 2000 Capital Projects Fund	\$ -	\$ -	\$ -	\$ -	\$ (61,890)	\$ -	\$ -	\$ (61,890)
Arbor Fund								
Additional Arbor Foundation Master Plan funding	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ 15,000
Total Arbor Fund	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ 15,000

TOWN OF ADDISON
GENERAL FUND
SCHEDULE OF REVENUES BY SOURCE
Amended 2005-06 Annual Budget

	Actual 2004-05	Original Budget 2005-06	Amendments	Amended Budget 2005-06
Ad valorem taxes:				
Current taxes	\$ 6,841,239	\$ 8,419,500	\$ -	\$ 8,419,500
Delinquent taxes	45,642	25,710	-	25,710
Penalty & interest	51,014	19,290	-	19,290
Non-property taxes:				
Sales tax	9,663,892	9,924,100	-	9,924,100
Alcoholic beverage tax	892,196	849,750	-	849,750
Franchise / right-of-way use fees:				
Electric franchise	1,572,257	1,619,430	-	1,619,430
Gas franchise	189,298	194,980	-	194,980
Telecommunication access fees	710,651	742,940	-	742,940
Cable franchise	85,588	107,430	-	107,430
Street rental fees	6,003	7,000	-	7,000
Sanitation	-	80,000	-	80,000
Licenses and permits:				
Business licenses and permits	142,116	149,030	-	149,030
Building and construction permits	337,123	303,130	-	303,130
Intergovernmental revenue	245,789	-	-	-
Service fees:				
General government	623	960	-	960
Public safety	710,049	759,270	-	759,270
Urban development	4,324	4,450	-	4,450
Streets and sanitation	193,071	184,680	-	184,680
Recreation	64,280	65,150	-	65,150
Interfund	172,740	166,400	-	166,400
Court fines	812,762	744,970	200,000	944,970
Interest earnings	140,149	167,000	100,000	267,000
Rental income	127,956	119,000	-	119,000
Other	106,754	27,500	125,000	152,500
TOTAL REVENUES	<u>\$ 23,115,516</u>	<u>\$ 24,681,670</u>	<u>\$ 425,000</u>	<u>\$ 25,106,670</u>

**TOWN OF ADDISON
GENERAL FUND**

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE

Amended 2005-06 Annual Budget

	Actual 2004-05	Original Budget 2005-06	Amendments	Amended Budget 2005-06
BEGINNING BALANCE	\$ 7,299,785	\$ 6,481,550	\$ 568,960	\$ 7,050,510
REVENUES:				
Ad valorem taxes	6,937,895	8,464,500	-	8,464,500
Non-property taxes	10,556,088	10,773,850	-	10,773,850
Franchise fees	2,563,797	2,751,780	-	2,751,780
Licenses and permits	479,239	452,160	-	452,160
Intergovernmental	245,789	-	-	-
Service fees	1,145,087	1,180,910	-	1,180,910
Fines and penalties	812,762	744,970	200,000	944,970
Interest earnings	140,149	167,000	100,000	267,000
Rental income	127,956	119,000	-	119,000
Other	106,754	27,500	125,000	152,500
TOTAL REVENUES	23,115,516	24,681,670	425,000	25,106,670
TOTAL RESOURCES AVAILABLE	30,415,301	31,163,220	993,960	32,157,180
EXPENDITURES:				
General Government:				
City manager	1,215,841	1,269,600	16,000	1,285,600
Financial & Strategic Services	957,652	1,014,140	-	1,014,140
General services	661,278	766,950	64,500	831,450
Municipal court	393,245	429,190	-	429,190
Human resources	361,496	371,570	-	371,570
Information technology	914,143	1,088,010	-	1,088,010
Combined services	906,669	782,120	120,000	902,120
Council projects	389,008	308,590	111,000	419,590
Public safety:				
Police	6,892,041	7,395,220	-	7,395,220
Fire	5,349,848	5,590,320	(16,000)	5,574,320
Development services	553,651	637,340	-	637,340
Streets	1,276,489	1,366,140	90,000	1,456,140
Parks and Recreation:				
Parks	2,107,075	2,378,830	50,000	2,428,830
Recreation	1,386,360	1,217,980	50,000	1,267,980
TOTAL EXPENDITURES	23,364,796	24,616,000	485,500	25,101,500
OTHER FINANCING SOURCES (USES):				
Transfer to Parks capital project fund	-	(263,000)	-	(263,000)
ENDING FUND BALANCE	\$ 7,050,505	\$ 6,284,220	\$ 508,460	\$ 6,792,680

TOWN OF ADDISON
HOTEL SPECIAL REVENUE FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE
Amended 2005-06 Annual Budget

	Actual 2004-05	Original Budget 2005-06	Amendments	Amended Budget 2005-06
BEGINNING BALANCE	\$ 4,699,920	\$ 4,443,160	\$ 174,380	\$ 4,617,540
REVENUES:				
Hotel/Motel occupancy taxes	4,038,131	3,990,000	460,000	4,450,000
Proceeds from special events	1,012,876	1,049,300	-	1,049,300
Conference centre rental	459,332	490,000	-	490,000
Theatre centre rental	80,289	84,000	-	84,000
Interest earnings and other	85,994	94,700	-	94,700
TOTAL REVENUES	5,676,622	5,708,000	460,000	6,168,000
TOTAL AVAILABLE RESOURCES	10,376,542	10,151,160	634,380	10,785,540
EXPENDITURES:				
Visitor services administration	687,679	799,810	-	799,810
Marketing	941,905	996,710	-	996,710
Special events	2,055,451	2,246,230	-	2,246,230
Conference centre	850,326	1,056,260	92,000	1,148,260
Performing arts	480,394	506,010	10,000	516,010
Capital projects	38,638	-	-	-
TOTAL EXPENDITURES	5,054,393	5,605,020	102,000	5,707,020
OTHER FINANCING SOURCES (USES):				
Transfer to Debt Service fund	(704,610)	(705,890)	-	(705,890)
ENDING FUND BALANCE	\$ 4,617,539	\$ 3,840,250	\$ 532,380	\$ 4,372,630

TOWN OF ADDISON
PUBLIC SAFETY SPECIAL REVENUE FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE
Amended 2005-06 Annual Budget

	Actual 2004-05	Original Budget 2005-06	Amendments	Amended Budget 2005-06
BEGINNING BALANCE	\$ 28,922	\$ 25,820	\$ 12,330	\$ 38,150
REVENUES:				
Court awards	13,133	5,000	-	5,000
Interest earnings and other	694	1,000	-	1,000
TOTAL REVENUES	<u>13,827</u>	<u>6,000</u>	<u>-</u>	<u>6,000</u>
TOTAL AVAILABLE RESOURCES	<u>42,749</u>	<u>31,820</u>	<u>12,330</u>	<u>44,150</u>
EXPENDITURES:				
Supplies	-	5,000	-	5,000
Contractual services	4,595	5,000	-	5,000
TOTAL EXPENDITURES	<u>4,595</u>	<u>10,000</u>	<u>-</u>	<u>10,000</u>
ENDING BALANCE	<u>\$ 38,154</u>	<u>\$ 21,820</u>	<u>\$ 12,330</u>	<u>\$ 34,150</u>

MUNICIPAL COURT SPECIAL REVENUE FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE
Amended 2005-06 Annual Budget

	Actual 2004-05	Original Budget 2005-06	Amendments	Amended Budget 2005-06
BEGINNING BALANCE	\$ 85,573	\$ 81,070	\$ 5,450	\$ 86,520
REVENUES:				
Court security fees	15,821	15,000	-	15,000
Court technology fees	21,123	20,000	-	20,000
Interest earnings and other	4,401	5,000	-	5,000
TOTAL REVENUES	<u>41,345</u>	<u>40,000</u>	<u>-</u>	<u>40,000</u>
TOTAL AVAILABLE RESOURCES	<u>126,918</u>	<u>121,070</u>	<u>5,450</u>	<u>126,520</u>
EXPENDITURES:				
Personal services	16,413	20,000	-	20,000
Contractual Services	528	-	-	-
Capital outlay	23,460	25,000	-	25,000
TOTAL EXPENDITURES	<u>40,401</u>	<u>45,000</u>	<u>-</u>	<u>45,000</u>
ENDING BALANCE	<u>\$ 86,517</u>	<u>\$ 76,070</u>	<u>\$ 5,450</u>	<u>\$ 81,520</u>

TOWN OF ADDISON
ARBOR SPECIAL REVENUE FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE
Amended 2005-06 Annual Budget

	Actual 2004-05	Original Budget 2005-06	Amendments	Amended Budget 2005-06
BEGINNING BALANCE	\$ 77,350	\$ 40,350	\$ 46,990	\$ 87,340
REVENUES:				
Recycling proceeds	26,768	12,000	-	12,000
Contributions	7,425	5,000	-	5,000
Interest earnings and other	1,489	2,000	-	2,000
TOTAL REVENUES	<u>35,682</u>	<u>19,000</u>	<u>-</u>	<u>19,000</u>
TOTAL AVAILABLE RESOURCES	<u>113,032</u>	<u>59,350</u>	<u>46,990</u>	<u>106,340</u>
EXPENDITURES:				
Maintenance and materials	25,695	25,000	15,000	40,000
Contractual services	-	6,500	-	6,500
TOTAL EXPENDITURES	<u>25,695</u>	<u>31,500</u>	<u>15,000</u>	<u>46,500</u>
ENDING BALANCE	<u>\$ 87,337</u>	<u>\$ 27,850</u>	<u>\$ 31,990</u>	<u>\$ 59,840</u>

TOWN OF ADDISON
GENERAL OBLIGATION DEBT SERVICE FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE
Amended 2005-06 Annual Budget

	Actual 2004-05	Original Budget 2005-06	Amendments	Amended Budget 2005-06
BEGINNING BALANCE	\$ 1,574,618	\$ 1,349,570	\$ 52,420	\$ 1,401,990
REVENUES:				
Ad valorem taxes	5,827,741	4,702,500	-	4,702,500
Interest earnings and other	78,641	60,000	-	60,000
TOTAL REVENUES	<u>5,906,382</u>	<u>4,762,500</u>	<u>-</u>	<u>4,762,500</u>
TOTAL AVAILABLE RESOURCES	<u>7,481,000</u>	<u>6,112,070</u>	<u>52,420</u>	<u>6,164,490</u>
EXPENDITURES:				
Debt Service - Principal	2,728,542	2,980,000	-	2,980,000
Debt Service - Interest and fiscal charges	3,350,466	1,592,320	-	1,592,320
TOTAL EXPENDITURES	<u>6,079,008</u>	<u>4,572,320</u>	<u>-</u>	<u>4,572,320</u>
ENDING BALANCE	<u>\$ 1,401,992</u>	<u>\$ 1,539,750</u>	<u>\$ 52,420</u>	<u>\$ 1,592,170</u>

OCCUPANCY TAX DEBT SERVICE FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE
Amended 2005-06 Annual Budget

	Actual 2004-05	Original Budget 2005-06	Amendments	Amended Budget 2005-06
BEGINNING BALANCE	\$ 765,623	\$ 779,120	\$ (490)	\$ 778,630
REVENUES:				
Interest earnings	13,306	12,000	-	12,000
TOTAL REVENUES	<u>13,306</u>	<u>12,000</u>	<u>-</u>	<u>12,000</u>
TOTAL AVAILABLE RESOURCES	<u>778,929</u>	<u>791,120</u>	<u>(490)</u>	<u>790,630</u>
EXPENDITURES:				
Debt Service - Principal	450,000	465,000	-	465,000
Debt Service - Interest and fiscal charges	254,912	242,390	-	242,390
TOTAL EXPENDITURES	<u>704,912</u>	<u>707,390</u>	<u>-</u>	<u>707,390</u>
OTHER FINANCING SOURCES (USES):				
Transfer from Hotel fund	704,610	705,890	-	705,890
TOTAL OTHER FINANCING (USES)	<u>704,610</u>	<u>705,890</u>	<u>-</u>	<u>705,890</u>
ENDING BALANCE	<u>\$ 778,627</u>	<u>\$ 789,620</u>	<u>\$ (490)</u>	<u>\$ 789,130</u>

TOWN OF ADDISON
STREET CAPITAL PROJECT FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE
Amended 2005-06 Annual Budget

	Actual 2004-05	Original Budget 2005-06	Amendments	Amended Budget 2005-06
BEGINNING BALANCE	\$ 7,859,771	\$ 3,909,770	\$ (65,720)	\$ 3,844,050
REVENUES:				
DART Grants	-	752,000	-	752,000
Interest earnings and other	99,815	85,000	-	85,000
TOTAL REVENUES	<u>99,815</u>	<u>837,000</u>	<u>-</u>	<u>837,000</u>
TOTAL AVAILABLE RESOURCES	<u>7,959,586</u>	<u>4,746,770</u>	<u>(65,720)</u>	<u>4,681,050</u>
EXPENDITURES:				
Personal services	22,834	50,000	-	50,000
Engineering and contractual services	369,071	138,000	-	138,000
Construction and equipment	3,723,630	1,298,000	-	1,298,000
TOTAL EXPENDITURES	<u>4,115,535</u>	<u>1,486,000</u>	<u>-</u>	<u>1,486,000</u>
ENDING BALANCE	<u>\$ 3,844,051</u>	<u>\$ 3,260,770</u>	<u>\$ (65,720)</u>	<u>\$ 3,195,050</u>

PARKS CAPITAL PROJECT FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE
Amended 2005-06 Annual Budget

	Actual 2004-05	Original Budget 2005-06	Amendments	Amended Budget 2005-06
BEGINNING BALANCE	\$ 700,775	\$ 378,000	\$ 33,020	\$ 411,020
REVENUES:				
Interest earnings and other	12,573	12,000	-	12,000
Developer contributions	-	184,000	-	184,000
TOTAL REVENUES	<u>12,573</u>	<u>196,000</u>	<u>-</u>	<u>196,000</u>
TOTAL AVAILABLE RESOURCES	<u>713,348</u>	<u>574,000</u>	<u>33,020</u>	<u>607,020</u>
EXPENDITURES:				
Personal services	8,831	5,000	-	5,000
Engineering, and contractual services	37,333	53,000	-	53,000
Construction and equipment	256,168	779,000	-	779,000
TOTAL EXPENDITURES	<u>302,332</u>	<u>837,000</u>	<u>-</u>	<u>837,000</u>
OTHER FINANCING SOURCES (USES):				
Transfer from General fund	-	263,000	-	263,000
TOTAL OTHER FINANCING (USES)	<u>-</u>	<u>263,000</u>	<u>-</u>	<u>263,000</u>
ENDING BALANCE	<u>\$ 411,016</u>	<u>\$ -</u>	<u>\$ 33,020</u>	<u>\$ 33,020</u>

TOWN OF ADDISON
2000 CAPITAL PROJECT FUND
STATEMENT OF REVENUES AND EXPENDITURES
Amended 2005-06 Annual Budget

	Actual 2004-05	Original Budget 2005-06	Amendments	Amended Budget 2005-06
BEGINNING BALANCE	\$ 239,201	\$ 132,000	\$ (61,890)	\$ 70,110
REVENUES:				
Interest earnings and other	4,970	2,000	-	2,000
TOTAL REVENUES	<u>4,970</u>	<u>2,000</u>	<u>-</u>	<u>2,000</u>
TOTAL AVAILABLE RESOURCES	<u>244,171</u>	<u>134,000</u>	<u>(61,890)</u>	<u>72,110</u>
EXPENDITURES:				
Personal services	7,538	12,000	-	12,000
Engineering and contractual services	111,519	122,000	(61,890)	60,110
Construction and equipment	55,000	-	-	-
TOTAL EXPENDITURES	<u>174,057</u>	<u>134,000</u>	<u>(61,890)</u>	<u>72,110</u>
ENDING FUND BALANCE	<u>\$ 70,114</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

2002 CAPITAL PROJECT FUND
STATEMENT OF REVENUES AND EXPENDITURES
Amended 2005-06 Annual Budget

	Actual 2004-05	Original Budget 2005-06	Amendments	Amended Budget 2005-06
BEGINNING BALANCE	\$ 2,786,251	\$ 2,425,540	\$ (109,390)	\$ 2,316,150
REVENUES:				
Intergovernmental grants	555,178	-	-	-
Interest earnings and other	48,471	40,000	-	40,000
TOTAL REVENUES	<u>603,649</u>	<u>40,000</u>	<u>-</u>	<u>40,000</u>
TOTAL AVAILABLE RESOURCES	<u>3,389,900</u>	<u>2,465,540</u>	<u>(109,390)</u>	<u>2,356,150</u>
EXPENDITURES:				
Personal services	88,318	-	-	-
Engineering and contractual services	414,414	250,000	-	250,000
Construction and equipment	571,018	1,205,280	-	1,205,280
TOTAL EXPENDITURES	<u>1,073,750</u>	<u>1,455,280</u>	<u>-</u>	<u>1,455,280</u>
ENDING FUND BALANCE	<u>\$ 2,316,150</u>	<u>\$ 1,010,260</u>	<u>\$ (109,390)</u>	<u>\$ 900,870</u>

TOWN OF ADDISON
2003 CONFERENCE CENTRE AND EVENT SITE CAPITAL PROJECT FUND
STATEMENT OF REVENUES AND EXPENDITURES
Amended 2005-06 Annual Budget

	Actual 2004-05	Original Budget 2005-06	Amendments	Amended Budget 2005-06
BEGINNING BALANCE	\$ 296,778	\$ -	\$ -	\$ -
REVENUES:				
Interest earnings and other	7,404	-	-	-
TOTAL REVENUES	7,404	-	-	-
TOTAL AVAILABLE RESOURCES	304,182	-	-	-
EXPENDITURES:				
Personal services	4,245	-	-	-
Engineering and contractual services	34,318	-	-	-
Construction and equipment	265,619	-	-	-
TOTAL EXPENDITURES	304,182	-	-	-
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -

2004 CAPITAL PROJECT FUND
STATEMENT OF REVENUES AND EXPENDITURES
Amended 2005-06 Annual Budget

	Actual 2004-05	Original Budget 2005-06	Amendments	Amended Budget 2005-06
BEGINNING BALANCE	\$ 10,531,649	\$ 1,165,800	\$ 1,417,180	\$ 2,582,980
REVENUES:				
Intergovernmental	1,422,812	-	-	-
Interest earnings & other	216,118	20,000	-	20,000
TOTAL REVENUES	1,638,930	20,000	-	20,000
TOTAL AVAILABLE RESOURCES	12,170,579	1,185,800	1,417,180	2,602,980
EXPENDITURES:				
Personal services	12,678	-	-	-
Engineering & contractual services	168,664	-	-	-
Construction & equipment	9,406,253	866,810	-	866,810
TOTAL EXPENDITURES	9,587,595	866,810	-	866,810
ENDING FUND BALANCE	\$ 2,582,984	\$ 318,990	\$ 1,417,180	\$ 1,736,170

TOWN OF ADDISON
2006 CAPITAL PROJECT FUND
STATEMENT OF REVENUES AND EXPENDITURES
Amended 2005-06 Annual Budget

	Actual 2004-05	Original Budget 2005-06	Amendments	Amended Budget 2005-06
BEGINNING BALANCE	\$ -	\$ -	\$ -	\$ -
REVENUES:				
Bond proceeds	-	1,500,000	-	1,500,000
Interest earnings & other	-	5,000	-	5,000
TOTAL REVENUES	<u>-</u>	<u>1,505,000</u>	<u>-</u>	<u>1,505,000</u>
TOTAL AVAILABLE RESOURCES	<u>-</u>	<u>1,505,000</u>	<u>-</u>	<u>1,505,000</u>
EXPENDITURES:				
Bond sale costs	-	12,000	-	12,000
Construction & equipment	-	1,493,000	-	1,493,000
TOTAL EXPENDITURES	<u>-</u>	<u>1,505,000</u>	<u>-</u>	<u>1,505,000</u>
ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

TOWN OF ADDISON
AIRPORT ENTERPRISE FUND
STATEMENT OF INCOME AND CHANGES IN WORKING CAPITAL
Amended 2005-06 Annual Budget

	Actual 2004-05	Original Budget 2005-06	Amendments	Amended Budget 2005-06
INCOME STATEMENT				
Operating revenues:				
Operating grants	61,948	\$ 30,000	\$ -	\$ 30,000
Fuel flowage fees	1,064,775	1,065,000	-	1,065,000
Rental	3,097,322	3,330,000	-	3,330,000
User fees	43,783	47,000	-	47,000
Total operating revenues	<u>4,267,828</u>	<u>4,472,000</u>	<u>-</u>	<u>4,472,000</u>
Operating expenses:				
Town - Administration	753,918	753,780	212,000	965,780
Grant - Maintenance	-	60,000	-	60,000
Operator - Operations & Maintenance	1,160,750	1,762,660	-	1,762,660
Operator - Service Contract	1,059,209	1,080,000	-	1,080,000
Total operating expenses	<u>2,973,877</u>	<u>3,656,440</u>	<u>212,000</u>	<u>3,868,440</u>
Net operating income	<u>1,293,951</u>	<u>815,560</u>	<u>(212,000)</u>	<u>603,560</u>
Non-Operating revenues (expenses):				
Interest earnings and other	116,468	59,000	-	59,000
Refund of prior year fees	(423,800)	-	-	-
Interest on debt, fiscal fees, & other	<u>(130,687)</u>	<u>(169,360)</u>	<u>-</u>	<u>(169,360)</u>
Net non-operating revenues (expenses)	<u>(438,019)</u>	<u>(110,360)</u>	<u>-</u>	<u>(110,360)</u>
Net income (excluding depreciation)	<u>\$ 855,932</u>	<u>\$ 705,200</u>	<u>\$ (212,000)</u>	<u>\$ 493,200</u>
CHANGES IN WORKING CAPITAL				
Net income (excluding depreciation)	<u>\$ 855,932</u>	<u>\$ 705,200</u>	<u>\$ (212,000)</u>	<u>\$ 493,200</u>
Sources (uses) of working capital:				
Bond Proceeds	4,362,640	-	-	-
Retirement of long-term debt	(215,000)	(215,000)	-	(215,000)
Net additions to fixed assets with grants	-	(70,000)	-	(70,000)
Other net additions to fixed assets	<u>(3,396,963)</u>	<u>(3,097,500)</u>	<u>-</u>	<u>(3,097,500)</u>
Net sources (uses) of working capital	<u>750,677</u>	<u>(3,382,500)</u>	<u>-</u>	<u>(3,382,500)</u>
Net increase (decrease) in working capital	1,606,609	(2,677,300)	(212,000)	(2,889,300)
Beginning fund balance	<u>1,573,835</u>	<u>4,817,470</u>	<u>(1,637,030)</u>	<u>3,180,440</u>
Ending fund balance	<u>\$ 3,180,444</u>	<u>\$ 2,140,170</u>	<u>\$ (1,849,030)</u>	<u>\$ 291,140</u>

TOWN OF ADDISON
UTILITY ENTERPRISE FUND
STATEMENT OF INCOME AND CHANGES IN WORKING CAPITAL
Amended 2005-06 Annual Budget

	Actual 2004-05	Original Budget 2005-06	Amendments	Amended Budget 2005-06
INCOME STATEMENT				
Operating revenues:				
Water sales	\$ 3,430,830	\$ 4,210,800	\$ -	\$ 4,210,800
Sewer charges	3,840,540	4,741,400	-	4,741,400
Tap fees	3,185	1,000	-	1,000
Penalties	50,222	60,000	-	60,000
Total operating revenues	<u>7,324,777</u>	<u>9,013,200</u>	<u>-</u>	<u>9,013,200</u>
Operating expenses:				
Water purchases	2,234,209	2,469,600	-	2,469,600
Wastewater treatment	1,783,286	1,814,800	-	1,814,800
Utility operations	1,719,577	2,125,260	-	2,125,260
Total operating expenses	<u>5,737,072</u>	<u>6,409,660</u>	<u>-</u>	<u>6,409,660</u>
Net operating income	<u>1,587,705</u>	<u>2,603,540</u>	<u>-</u>	<u>2,603,540</u>
Non-Operating revenues (expenses):				
Interest earnings and other	83,938	55,300	-	55,300
Interest on debt, fiscal fees, & other	<u>(885,092)</u>	<u>(635,130)</u>	<u>-</u>	<u>(635,130)</u>
Net non-operating revenues (expenses)	<u>(801,154)</u>	<u>(579,830)</u>	<u>-</u>	<u>(579,830)</u>
Net income (excluding depreciation)	<u>\$ 786,551</u>	<u>\$ 2,023,710</u>	<u>\$ -</u>	<u>\$ 2,023,710</u>
CHANGES IN WORKING CAPITAL				
Net income (excluding depreciation)	<u>\$ 786,551</u>	<u>\$ 2,023,710</u>	<u>\$ -</u>	<u>\$ 2,023,710</u>
Sources (uses) of working capital:				
Retirement of long-term debt	(1,594,285)	(1,715,000)	-	(1,715,000)
Net additions to fixed assets	(586,068)	(589,200)	-	(589,200)
Net increase in other	<u>111,440</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net sources (uses) of working capital	<u>(2,068,913)</u>	<u>(2,304,200)</u>	<u>-</u>	<u>(2,304,200)</u>
Net increase (decrease) in working capital	(1,282,362)	(280,490)	-	(280,490)
Beginning fund balance	<u>3,151,828</u>	<u>1,841,940</u>	<u>27,530</u>	<u>1,869,470</u>
Ending fund balance	<u>\$ 1,869,466</u>	<u>\$ 1,561,450</u>	<u>\$ 27,530</u>	<u>\$ 1,588,980</u>

TOWN OF ADDISON
INFORMATION TECHNOLOGY INTERNAL SERVICE FUND
STATEMENT OF INCOME AND CHANGES IN WORKING CAPITAL
Amended 2005-06 Annual Budget

	Actual 2004-05	Original Budget 2005-06	Amendments	Amended Budget 2005-06
INCOME STATEMENT				
Operating revenues:				
Department contributions:	\$ 564,410	\$ 413,730	\$ -	\$ 413,730
Total operating revenues	<u>564,410</u>	<u>413,730</u>	<u>-</u>	<u>413,730</u>
Operating expenses:				
Contractual services	2,115	2,500	-	2,500
Total operating expenses	<u>2,115</u>	<u>2,500</u>	<u>-</u>	<u>2,500</u>
Net operating income	<u>562,295</u>	<u>411,230</u>	<u>-</u>	<u>411,230</u>
Non-operating Revenues:				
Interest earnings and other	25,522	30,000	-	30,000
Net non-operating revenues	<u>25,522</u>	<u>30,000</u>	<u>-</u>	<u>30,000</u>
Net income (excluding depreciation)	<u>\$ 587,817</u>	<u>\$ 441,230</u>	<u>\$ -</u>	<u>\$ 441,230</u>
CHANGES IN WORKING CAPITAL				
Net income (excluding depreciation)	<u>\$ 587,817</u>	<u>\$ 441,230</u>	<u>\$ -</u>	<u>\$ 441,230</u>
Sources (uses) of working capital:				
Capital hardware/software:				
General government	(3,422)	(235,000)	-	(235,000)
Public safety	(82,944)	(202,000)	-	(202,000)
Net sources (uses) of working capital	<u>(86,366)</u>	<u>(437,000)</u>	<u>-</u>	<u>(437,000)</u>
Net increase (decrease) in working capital	501,451	4,230	-	4,230
Beginning fund balance	1,184,557	1,468,370	217,640	1,686,010
Ending fund Balance	<u>\$ 1,686,008</u>	<u>\$ 1,472,600</u>	<u>\$ 217,640</u>	<u>\$ 1,690,240</u>

TOWN OF ADDISON
CAPITAL REPLACEMENT INTERNAL SERVICE FUND
STATEMENT OF INCOME AND CHANGES IN WORKING CAPITAL
Amended 2005-06 Annual Budget

	Actual 2004-05	Original Budget 2005-06	Amendments	Amended Budget 2005-06
INCOME STATEMENT				
Operating revenues:				
Department contributions	\$ 632,662	\$ 732,660	\$ -	\$ 732,660
Total operating revenues	<u>632,662</u>	<u>732,660</u>	<u>-</u>	<u>732,660</u>
Operating expenses:				
Other	1,334	2,500	-	2,500
Total operating expenses	<u>1,334</u>	<u>2,500</u>	<u>-</u>	<u>2,500</u>
Net operating income	<u>631,328</u>	<u>730,160</u>	<u>-</u>	<u>730,160</u>
Non-Operating revenues:				
Interest earnings and other	35,447	60,000	-	60,000
Proceeds from sale of assets	87,470	25,000	-	25,000
Net non-operating revenues	<u>122,917</u>	<u>85,000</u>	<u>-</u>	<u>85,000</u>
Net Income (Excluding depreciation)	<u>\$ 754,245</u>	<u>\$ 815,160</u>	<u>\$ -</u>	<u>\$ 815,160</u>
CHANGES IN WORKING CAPITAL				
Net income (excluding depreciation)	<u>\$ 754,245</u>	<u>\$ 815,160</u>	<u>\$ -</u>	<u>\$ 815,160</u>
Sources (uses) of working capital:				
Acquisition of capital equipment:				
General government	(105,256)	(32,000)	-	(32,000)
Public safety	(300,000)	(64,000)	-	(64,000)
Urban development	(460)	-	-	-
Streets	(36,216)	(32,000)	-	(32,000)
Parks and recreation	(18,503)	(68,000)	-	(68,000)
Net source (use) of working capital	<u>(460,435)</u>	<u>(196,000)</u>	<u>-</u>	<u>(196,000)</u>
Net increase (decrease) in working capital	293,810	619,160	-	619,160
Beginning fund balance	1,819,670	2,263,750	(150,270)	2,113,480
Ending fund balance	<u>\$ 2,113,480</u>	<u>\$ 2,882,910</u>	<u>\$ (150,270)</u>	<u>\$ 2,732,640</u>

AN ORDINANCE # _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING THE ANNUAL BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2006; PROVIDING THAT EXPENDITURES SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; PROVIDING FOR A REPEAL CLAUSE AND DECLARING AN EMERGENCY.

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

SECTION 1. That in accordance with Section 5.08 of the City Charter, Ordinance No. ____ of the Town of Addison, Texas, amending the 2005-06 annual budget, be amended to appropriate \$59,819,220 for budget expenditures in the particulars stated in Exhibits A, B, and C attached and made a part of this ordinance.

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

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

PASSED AND APPROVED BY MAJORITY VOTE OF THE CITY COUNCIL, the 27th day of June 2006.

Mayor Joe Chow

ATTEST:

Carmen Moran, City Secretary

Council Agenda Item: #R16

SUMMARY:

This item is for the approval of a Professional Services Agreement with Freese & Nichols, Inc. in the amount not to exceed \$65,687.00 for a Water Distribution Study.

FINANCIAL IMPACT:

Budgeted Amount: \$0

Cost: \$65,687.00

Funds are available in the Salaries portion of the Utility Budget.

BACKGROUND:

During our annual inspection by the Texas Commission on Environmental Quality (TCEQ), they noted that we are at 94.5 percent of the maximum elevated storage capacity based on the number of connections on the day of the investigation. A retail public utility that possesses a certificate of public convenience and necessity that has reached 85 percent of its capacity as compared to the most restrictive criteria must submit a planning report that clearly explains how the retail public utility will provide the expected service demands to the remaining areas within the boundaries of its certificated area. Freese & Nichols, Inc. submitted a contract proposal for the preparation of a Water Distribution Study.

Freese and Nichols will collect data, utilize existing information, conduct field testing and model calibration. They will also include land use assumptions and water demand projections for 5 year and Buildout conditions. They will then conduct the water analysis for existing, 5-year and Buildout conditions and develop a Capital Improvement Plan. They will include proposed re-development scenarios throughout the Town in this analysis. They will also examine the Rate of Flow level that the Town is at and make recommendations for the future as a part of the final report.

RECOMMENDATION:

Staff recommends approval of a Professional Services Agreement with Freese & Nichols, Inc. in the amount not to exceed \$65,687.00 for a Water Distribution Study.

Council Agenda Item: #R17

SUMMARY:

This item is for the approval of a resolution in support of the Addison Circle Land Banking Sustainable Development Project.

FINANCIAL IMPACT:

Budgeted Amount: \$0

Cost: \$187,500.00

Fund availability will be identified before funds are due.

BACKGROUND:

The North Central Texas Council of Governments (NCTCOG) and the Regional Transportation Council (RTC) approved \$40 million worth of projects in order to encourage sustainable development projects. The increasingly popular “sustainable development” concept calls for planned developments that are walkable, higher density, and include several uses. The idea is to reduce or eliminate car trips, thereby easing transportation costs and reducing air pollution. The Addison Circle project is one in the DFW area that is used as an example of a successful sustainable development project. Competing projects for the \$40 million totaled over \$288.6 million.

The Town submitted a sustainable development application for the Addison Circle Land banking project to the North Central Council of Governments on January 20, 2006. On April 13, 2006, the Regional Transportation Council approved this project as one of a group representing both the eastern and western portions of the Council of Governments area. The amount approved by the RTC was \$750,000 with a local share match of \$187,500. The Town is required to submit a resolution following the format requested by the NCTCOG prior to July 14, 2006.

The Town has identified several parcels along the Addison Road area that it will explore purchasing between now and when the Interlocal agreement with COG is ready to execute. We will update Council at that time on the proposed area(s) to be acquired.

RECOMMENDATION:

Staff recommends approval of the attached resolution in support of the Addison Circle Land Banking Sustainable Development Project.

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS IN SUPPORT OF THE ADDISON CIRCLE SUSTAINABLE DEVELOPMENT (LAND BANKING) PROJECT; PROVIDING AN EFFECTIVE DATE

WHEREAS, the Regional Transportation Council comprised primarily of local elected officials, is the regional transportation policy board associated with the North Central Texas Council of Governments ("NCTCOG"), and is the regional forum for cooperative decisions on transportation; and,

WHEREAS, the Regional Transportation Council approved \$40.61 million for the current Sustainable Development Call for Projects on April 14, 2005; and,

WHEREAS, the Town of Addison submitted a sustainable development project application for the Addison Circle Land Banking project to the North Central Texas Council of Governments prior to the January 20, 2006 deadline; and,

WHEREAS, on April 13, 2006, the Regional Transportation Council approved the projects under the Sustainable Development Call for Projects, the use of Regional Transportation Council Local Funds pending the receipt of local funding agreement(s), and the requirement that a resolution of the lead public sponsor's governing body for each project be submitted to NCTCOG offices by 5 p.m., July 14, 2006; and,

WHEREAS, the Regional Transportation Council approved \$750,000 in Regional Transportation Council Local Funds for the Addison Circle Land Banking project on April 13, 2006; and,

WHEREAS, the Regional Transportation Council approved the "Resolution Establishing Management of Sustainable Development Projects" on May 11, 2006; and,

WHEREAS, the Regional Transportation Council required the submittal of this resolution prior to the execution of an interlocal agreement with the North Central Texas Council of Governments.

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

Section 1. The Town of Addison, Texas will serve as the lead public sponsor and lead project contact on this project. The City Manager of the Town is authorized to designate a single point of contact for the project.

Section 2. The Town of Addison supports the overall land use development project concept as applied for in the original Sustainable Development Call for Projects application as included in Attachment 1, 2, and 3 to this Resolution. The Town of Addison supports the project timing as included in Attachment 4 to this Resolution.

Section 3. The Town of Addison commits to fund or pass through funds from the private sector for a minimum local cash match of 20% of the total project cost or \$187,500.

Section 4. The Town of Addison confirms that the local partners, not the Regional Transportation Council, will be responsible for any cost overruns.

Section 5. The City Manager of the Town is authorized to begin negotiations on an interlocal agreement with the North Central Texas Council of Governments and/or the Texas Department of Transportation.

Section 6. The Town of Addison confirms that all funding is handled on a reimbursement basis and expenditures made prior to signing an interlocal agreement on the Addison Circle Land Banking project will not be eligible expenses.

Section 7. The Town of Addison selects Option 1, "Standard Practice Option" in which the assigned project staging date of May 2006 will be used as the project start date and reimbursement will be provided upon project completion. The Town of Addison recognizes that the project may begin only after receipt of a Notice to Proceed from the North Central Texas Council of Governments.

Section 8. The Town of Addison acknowledges and understands the process associated with the funding options as described in Attachment 5 to this Resolution.

Section 9. The Town of Addison concurs with the Regional Transportation Council Resolution, contained in Attachment 6 to this Resolution, and the Sustainable Development Call for Projects Program Rules, included in Attachment 7 to this Resolution.

Section 10. This Resolution shall take effect from and after its adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this ____ day of _____, 2006.

Joe Chow, Mayor

ATTEST:

By: _____
Carmen Moran, City Secretary

APPROVED AS TO FORM:

By: _____
Ken Dippel, City Attorney

ATTACHMENT 1

Project Description: The Town of Addison would like to propose the funding of either Option A or Option B. The tracts would be land banked and sold to developers who would bring the Addison Circle development out to Addison Road. The Town anticipates the small sites would be combined and developed with a combination of office, retail, and multi-family uses.

**Attachment 2 and 3 to be issued at the
Council Meeting.**

Sustainable Development Call for Projects
(project name) Project

TIP #	Project Name	Lead Project Sponsor	Second Sponsor	RTC Local Funds Approved	Required Local Match	Reimbursement Available Date
leave blank	list information as included in the "Eastern" or "Western" tabs in this file	list information as included in the "Eastern" or "Western" tabs in this file	list information as included in the "Eastern" or "Western" tabs in this file	list information as included in the "Eastern" or "Western" tabs in this file	list information as included in the "Eastern" or "Western" tabs in this file	list information as included in the "Eastern" or "Western" tabs in this file

**Sustainable Development Grant Call for Projects
Funded Projects - Approved by RTC 04/13/2006
East Subregion**

Infrastructure Projects

TIP #	Project Name	Lead Project Sponsor	Second Sponsor	RTC Local Funds Approved	Required Local Match	Reimbursement Available Date
	Jefferson Boulevard Pedestrian & Urban Renewal Project	City of Cockrell Hill	N/A	\$300,000	\$75,000	Oct-08
	Cityville at Carlisle	City of Dallas	N/A	\$450,000	\$112,500	Oct-07
	Cityville at Southwestern Medical District	City of Dallas	N/A	\$1,650,000	\$412,500	Oct-07
	Dallas Design District TIF - Walking and Bicycling Improvements	City of Dallas	N/A	\$829,789	\$207,447	Oct-06
	Eastside Commons Pedestrian Plaza and Public Space	City of Dallas	N/A	\$297,200	\$74,300	May-06
	Fiji/Compton Sustainable Development Project	City of Dallas	N/A	\$2,811,986	\$702,997	Oct-06
	Mockingbird Plaza & Midtown/Central/University	City of Dallas	N/A	\$1,600,000	\$400,000	Oct-06
	Woodall Rodgers Cross Street Sidewalk Reconstruction	City of Dallas	N/A	\$450,000	\$112,500	Oct-08
	Wells Fargo Catalyst Project	City of Denton	N/A	\$2,000,000	\$500,000	Oct-06
	Center Street Townhomes and Mixed Use Planned Development	City of Duncanville	N/A	\$564,000	\$141,000	Oct-07
	Frisco Sustainable Development Project	City of Frisco	N/A	\$1,000,000	\$250,000	Oct-08
	Transit-Oriented Connectivity Project	City of Garland	N/A	\$1,850,000	\$462,500	Oct-07
	Centennial Park	City of Richardson	N/A	\$1,100,000	\$275,000	Oct-07
	Eastside	City of Richardson	N/A	\$1,500,000	\$375,000	Oct-08
	Downtown Mixed Use Development	City of Rowlett	N/A	\$1,350,000	\$337,500	Oct-08
	Park Lane LRT Station Pedestrian Overpass	Dallas Area Rapid Transit	City of Dallas	\$1,200,000	\$300,000	Oct-08
	Pedestrian & Bicycle Access at Meadow Road	Dallas Area Rapid Transit	City of Dallas	\$830,400	\$207,600	Oct-06
	Las Colinas Urban Center LRT Station Area	City of Irving	N/A	\$1,300,000	\$325,000	Oct-08
	Wintergreen Overpass	Dallas County	City of Hutchins	\$2,500,000	\$625,000	May-06

Sustainable Development Grant Call for Projects
 Funded Projects - Approved by RTC 04/13/2006
 East Subregion

Landbanking Projects

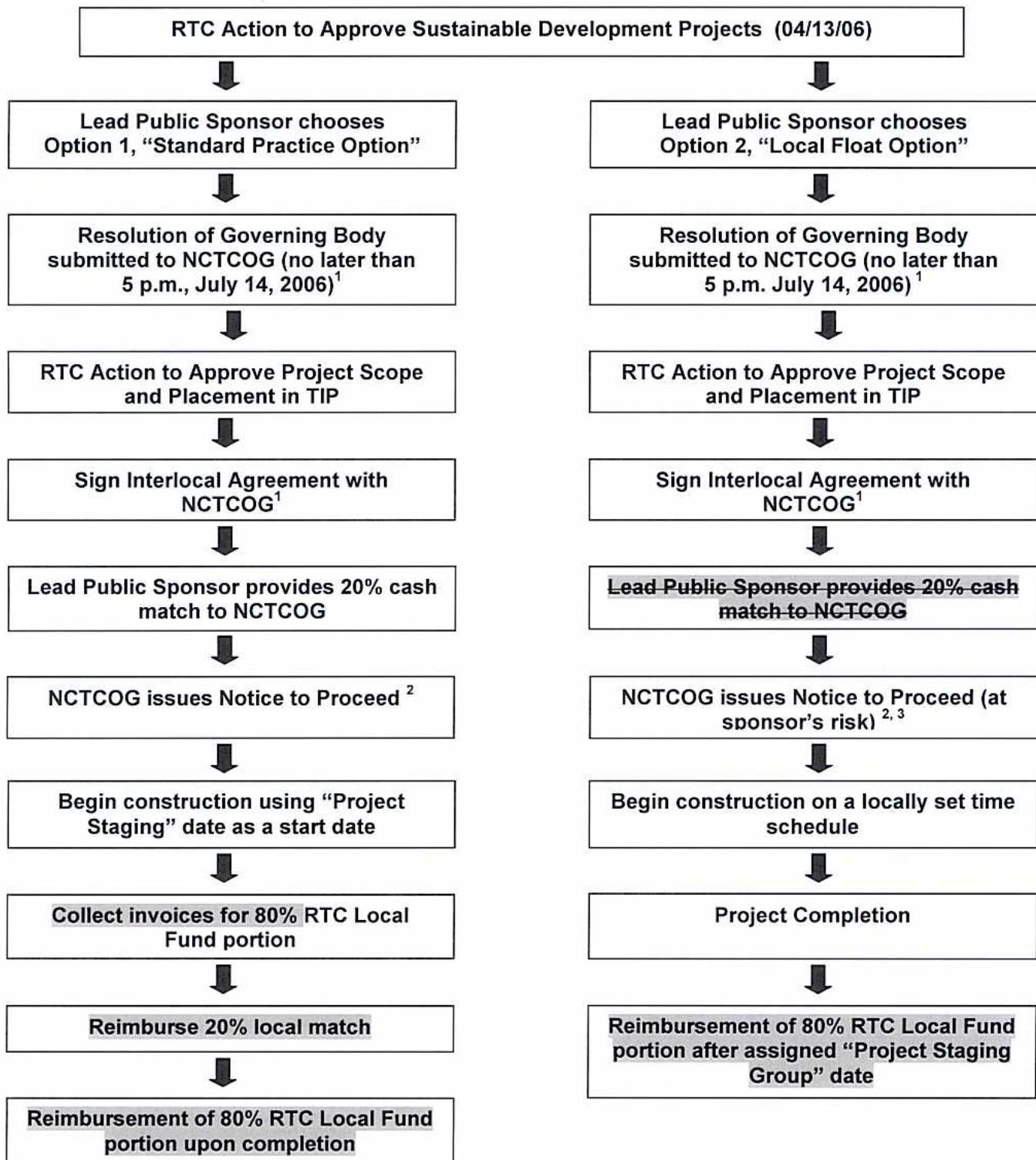
TIP #	Project Name	Lead Project Sponsor	Second Sponsor	RTC Local Funds Approved	Required Local Match	Reimbursement Available Date
	Addison Circle Land Banking	City of Addison	N/A	\$750,000	\$187,500	May-06
	Heritage District Land Banking	City of Irving	N/A	\$1,000,000	\$250,000	May-06
	Old Town Land Banking	City of Lewisville	N/A	\$750,000	\$187,500	May-06

NCTCOG/Public Sector Partnership Planning Projects

TIP #	Project Name	Lead Project Sponsor	Second Sponsor	RTC Local Funds Approved	Required Local Match	Reimbursement Available Date
	UNT Campus Area	City of Dallas	N/A	\$100,000	\$25,000	Oct-06
	West Dallas Signature Project/Signature Point	City of Dallas	N/A	\$101,625	\$25,406	Oct-06
	Logistics District	TBD	N/A	\$290,000	\$72,500	Oct-06
	Sustainable Subdivision Regulations	Ellis County	N/A	\$65,000	\$16,250	Oct-06

NCTCOG Sustainable Development Call for Projects

Project Implementation Process



¹ For Lead Project Sponsors without land use authority, the City within which the project is located must also provide a Governing Body Resolution and sign the Interlocal Agreement.

² Expenses incurred prior to Notice to Proceed are ineligible for reimbursement.

³ Project may proceed, however, NCTCOG reimbursement is contingent upon NCTCOG receipt of RTC Local Funds.

NCTCOG Sustainable Development Call for Projects

Required Lead Public Sponsor Decision Regarding Project Start Date

The impact of the staging group on project timing is dependent on a local choice between two options. Option 1, "Standard Practice Option" means the project waits until funds for the project are in a North Central Texas Council of Governments (NCTCOG) account. Option 2, "Local Float Option" means the project begins after NCTCOG signs a contract with a local agency providing RTC Local Funds to NCTCOG and the local project sponsor (public or private) "floats" the project until NCTCOG receives payment of RTC Local Funds to a NCTCOG account. A required element of the Governing Body Resolution is the lead public sponsor decision to select Option 1 or Option 2. In either case, transportation improvements cannot be reimbursed prior to the assigned "project staging" date.

Option 1

"Standard Practice Option"

Lead public sponsor uses the assigned "project staging" date as a start date for the project, pending the receipt of a Notice to Proceed.

If RTC Local Funds are not available due to a default of local funds being paid to NCTCOG, the project may be switched to federal funding. This default situation would require a new contract with TxDOT and may result in a delay in the project.

For example, this default situation would occur if a NCTCOG member local government with a contract with NCTCOG to make payment of RTC Local Funds to NCTCOG is in violation of their contract with NCTCOG.

OR

Option 2

"Local Float Option"

Lead public sponsor uses the assigned "project staging" date as a date for reimbursement only and begins the project on a locally set time schedule that begins after a project agreement is signed with NCTCOG.

Staff is authorized to develop interlocal agreements with RTC Local Funds that allow immediate construction with reimbursement to the lead public sponsor contingent upon the receipt of RTC Local Funds by NCTCOG.

Please note, NCTCOG will not sign Sustainable Development Project interlocal agreements until NCTCOG signs agreement(s) to receive RTC Local Funds. If a lead public sponsor selects this option, choosing to move forward and complete their project prior to the assigned reimbursement date, the lead public sponsor will be "at risk" with regard to the default of local funds being paid to NCTCOG. This option may preclude switching to Federal Funds in the event that RTC Local Funds are unavailable.

For example, this default situation would occur if a NCTCOG member local government with a contract with NCTCOG to make payment of RTC Local Funds to NCTCOG is in violation of their contract with NCTCOG.

**RESOLUTION ESTABLISHING MANAGEMENT OF SUSTAINABLE
DEVELOPMENT PROJECTS
R06-05**

WHEREAS, the North Central Texas Council of Governments has been designated as the Metropolitan Planning Organization for the Dallas-Fort Worth Metropolitan Area by the Governor of Texas in accordance with federal law; and,

WHEREAS, the Regional Transportation Council comprised primarily of local elected officials, is the regional transportation policy body associated with the North Central Texas Council of Governments, and has been and continues to be a forum for cooperative decisions on transportation; and,

WHEREAS, the Dallas-Fort Worth area is a federally designated nonattainment area for the pollutant ozone, and air quality impacts the public and economic health of the entire region; and,

WHEREAS, the Regional Transportation Council is responsible for air quality conformity; and the Clean Air Act Amendments of 1990 require that in air quality nonattainment areas, transportation plans and improvement programs conform to the applicable air quality implementation plan; and,

WHEREAS, the Regional Transportation Council's first Sustainable Development Call for Projects successfully implemented a wide variety of projects and was awarded the inaugural Smart Moves: Transportation Strategies for Smart Growth Award sponsored by the Environmental Protection Agency, the American Association of State Highway and Transportation Officials, and the Federal Highway Administration; and,

WHEREAS, the Regional Transportation Council approved \$40.61 million for the current Sustainable Development Call for Projects on April 14, 2005; and,

WHEREAS, on April 13, 2006, the Regional Transportation Council approved the projects under the Sustainable Development Call for Projects, the use of Regional Transportation Council Local Funds pending the receipt of local funding agreement(s), and the requirement that a resolution of the lead public sponsor's governing body for each project be submitted to NCTCOG offices by 5 p.m., July 14, 2006.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. The Regional Transportation Council approves the project scope and timing for inclusion in the Transportation Improvement Program after receiving Governing Body Resolutions for individual projects.

Section 2. Standard practice is to issue a notice to proceed in the year that funds are available. In order to expedite benefits of the program, staff is authorized to develop agreements that allow immediate construction with reimbursement pending receipt of Regional Transportation Council Local Funds. The lead Public Sponsor will sign an agreement that states they understand the risk of such construction.

Section 3. Funds returned from infrastructure investments and planning projects unable to move forward will be reallocated to the next Sustainable Development Call for Projects.

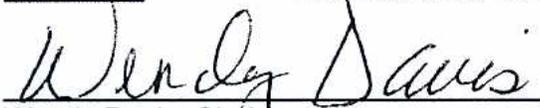
Section 4. Selected land banking projects will be required to return to the North Central Texas Council of Governments, at a minimum, the Regional Transportation Council Local Funds upon resale or lease of land acquired under the program. Reasonable costs will be considered. A Land Banking Program will be established for future projects.

Section 5. The Land Banking Program is to be administered as land acquisition for economic development purposes.

Section 6. Regional Transportation Council action is required to reprogram funds from any Sustainable Development Program or Projects.

Section 7. This resolution will be transmitted to all local governments with Regional Transportation Council selected projects under the Sustainable Development Call for Projects.

Section 8. This resolution shall be in effect immediately upon its adoption.


Wendy Davis, Chair
Regional Transportation Council
Councilmember, City of Fort Worth

I hereby certify that this resolution was adopted by the Regional Transportation Council of the North Central Texas Council of Governments for the Dallas-Fort Worth Metropolitan Area on May 11, 2006.


T. Oscar Trevino, P.E., Secretary
Regional Transportation Council
Mayor, City of North Richland Hills

RULES FOR NCTCOG'S SUSTAINABLE DEVELOPMENT CALL FOR PROJECTS

General Conditions

1. Project applicants may access the online application beginning November 1, 2005, at: www.dfwinfo.com/trans/landuse/joint_venture/2005.html. Online applications must be submitted by **5 p.m., January 20, 2006**.
2. In addition to an electronic submittal, all applicants must submit two paper copies of a completed and signed application to NCTCOG offices by **5 p.m., January 20, 2006**. Incomplete applications or those not received by the deadline will not be accepted. Supplemental information will not be accepted after the deadline.
3. Projects must be consistent with the Regional Transportation Council approved Screening/Project Selection Process and the Regional Transportation Council approved Sustainable Development Areas of Interest.
4. Projects may be funded with federal or local funds. Projects built with federal funds will follow the standard Texas Department of Transportation (TxDOT)/Federal administrative process and design standards. Projects built with local funds will follow the administrative process and design standards of the public sector sponsor under an interlocal agreement with NCTCOG.
5. All funding is handled on a reimbursement basis and expenditures made prior to signing an agreement on the project will not be eligible expenses. If federal funds are involved, expenditures made prior to receipt of a Federal Project Authorization and Agreement (FPAA) are not eligible.
6. A public agency must sponsor each application. The sponsoring public agency will serve as the lead project contact.
7. All projects require a minimum local cash match of 20% of the total project cost. Over-matching the project is allowed.
8. Cost overruns will not be the responsibility of the Regional Transportation Council. Local partners will be responsible for any cost overruns.
9. The Western subregion allocation is \$12.59 million. The combined total requests from each individual public sector agency in the Western subregion shall not exceed this amount.

General Conditions (continued)

10. The Eastern subregion allocation is \$28.02 million. The combined total requests from each individual public sector agency in the Eastern subregion shall not exceed this amount.
11. The Regional Transportation Council will approve all final projects and funding levels.
12. The Regional Transportation Council reserves the right to remove funding from a project that is no longer supported by both local partners.
13. The Regional Transportation Council reserves the right to remove funding from a project for which the local sponsor is unable or unwilling to sign a local agreement to implement the project or cannot provide the required 20% local match.
14. All funds that are unexpended or removed from a project return to the regional Sustainable Development Program for future funding initiatives.

Conditions for Local Sustainable Development Planning Programs

1. No individual project funding request may exceed \$300,000.
2. Proposals must create the planning foundation or strategic assistance necessary for a development project that would be eligible and competitive for the Sustainable Development Call for Projects. Applicants are encouraged to submit Sustainable Development programs that include (but are not limited to): objectives creating urban design standards for an area, creating a tax increment refinance zone, or implementing a public outreach campaign promoting livable communities.
3. No private sector sponsor is required.

Conditions for Land Banking Projects

1. The Regional Transportation Council has established that no more than 20% of the total funding allocated to the Sustainable Development Program be spent on land banking. Thus, no individual land banking funding request may exceed \$8.1 million.

Conditions for Land Banking Projects (continued)

2. Individual project meetings will be required for land banking applicants. NCTCOG staff will schedule these meetings after January 20, 2006.
3. No private sector sponsor is required.
4. The sponsoring public agency must provide to NCTCOG a resolution of its governing body, endorsing receipt of the award, and intent to participate in a land banking program within 90 days of Regional Transportation Council action to select the project.

Conditions for Transportation Infrastructure Projects

1. No individual project funding request may exceed \$7 million.
2. Zoning and development codes necessary to allow the development to be built must be in place by the January 20, 2006, deadline.
3. A letter of support from an active private-sector partner currently working on a development in the impacted area is required.
4. The sponsoring public agency must demonstrate a public/private partnership. Public entities may include a county, city, transit authority, or special district. Private sector partners may include for-profit private developers, not-for-profit homebuilders, Independent School Districts, housing authorities, colleges, universities, tax increment refinance zones, and public improvement districts. Local government support is required for all applications.
5. Items ineligible for reimbursement include, but are not limited to: construction or rehabilitation of private buildings, artwork, fountains, installation and/or rehabilitation of water and sewer lines, parking garages, earthwork necessary to raise proposed buildings out of the floodplain, and other items not directly related to mobility. Certain categories of federal funds may be more restrictive.
6. Transportation infrastructure eligible for reimbursement include, but are not limited to: roadways, intersection improvements, bus stops, sidewalks, shade trees, landscaping, pedestrian/bicyclist amenities, crosswalks, bicycle paths, transit stations, right of way or easements necessary for transportation facilities. Certain categories of federal funds may be more restrictive.

Conditions for Transportation Infrastructure Projects (continued)

7. Eligible transportation infrastructure must be (a) physically located within or along the limits of the proposed development/redevelopment zone or, (b) located within walking distance of the proposed project (1/2 mile or less depending on site conditions), or (c) directly related to either the roadway or rail access necessary to make the development viable.

8. The sponsoring public agency must provide to NCTCOG a resolution of its governing body, endorsing receipt of the award, and confirming the private sector partner within 90 days of Regional Transportation Council action to select the project.

Council Agenda Item: #ES1

There are no attachments for this item.

Council Agenda Item: #ES2

There are no attachments for this item.

Council Agenda Item: #R18

There are no attachments for this item.