

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

Fax: (972) 450-7043

**AGENDA**

**WORK SESSION OF THE CITY COUNCIL**

**6:30 P.M.**

**AND**

**REGULAR MEETING OF THE CITY COUNCIL**

**SEPTEMBER 11, 2007**

**7:30 P.M.**

**TOWN HALL**

**5300 BELT LINE ROAD**

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**WORK SESSION**

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Item #WS1 - Presentation and discussion of Theatre Study.

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**REGULAR SESSION**

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Item #R1 - Consideration of Old Business.

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Item #R2 - Consent Agenda.

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#2a - Approval of the Minutes for the August 28, 2007, Regular City Council Meeting.

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Item #R3 - Discussion and consideration of 2007/2008 Non-Profit Proposals.

Attachments:

1. Council Agenda Item Overview
  2. Non-Profit Proposal Funding Recommendation
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Item #R4 - Consideration and approval of reappointment of R. Scott Wheeler to the Dallas County Appraisal District Board of Directors.

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Item #R5 - Consideration and approval of an ordinance amending the Town's annual budget for the fiscal year ending September 30, 2007.

Attachment:

1. Council Agenda Item Overview
2. Ordinance
3. Amended 2006-2007 Annual Budget

Administrative Recommendation:

Administration recommends approval.

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Item #R6 - **PUBLIC HEARING** regarding the proposed Town of Addison's Annual Budget for the fiscal year beginning October 1, 2007 through September 30, 2008. This budget will raise more total property taxes than last year's budget by \$1,043,380 or 7.4%, and of that amount \$84,259 is tax revenue to be raised from new property added to the tax roll this year.

Attachments:

1. Council Agenda Item Overview
2. Financial Analysis

Administrative Recommendation:

Administration recommends approval.

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Item #R7 - **PUBLIC HEARING** on a proposal to increase the total property tax rate by 5.2% over the calculated effective tax rate.

Attachment:

1. Council Agenda Item Overview

Administrative Recommendation:

Administration recommends approval.

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Item #R8 - Consideration and approval authorizing the expenditure of \$2,500.00 as the Town's sponsorship of the Texas 21 Meeting at the Addison Conference Centre on November 2, 2007, as requested by Councilmember Hirsch.

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Item #R9 - Consideration and approval of appointment to Metrocrest Chamber Leadership Class.

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Item #R10 - Consideration and approval authorizing the City Manager to enter into an agreement with Krause Advertising for the production of the 2008 Addison calendar.

Attachment:

1. Council Agenda Item Overview

Administrative Recommendation:

Administration recommends approval.

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Item #R11 - Consideration and approval of a Resolution authorizing the City Manager to enter into a contract with Crowne Plaza for the meeting space and sleeping room guarantee for the 2008, 2009 and 2010 North Texas Jazz Festival.

Attachments:

1. Council Agenda Item Overview
2. Proposed Confirmation Agreement – 2008
3. Proposed Confirmation Agreement – 2009

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4. Proposed Confirmation Agreement - 2010

Administrative Recommendation:

Administration recommends approval.

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Item #R12 - **PUBLIC HEARING** regarding and consideration of approval of an Ordinance adopting Goals and Policies for the Brookhaven Village neighborhood, approximately 100 acres bounded by Spring Valley Road on the north, the City of Farmers Branch on the east, Brookhaven Community College on the south, and Marsh Lane on the west, as an amendment to the Town of Addison's Comprehensive Plan.

Attachments:

1. Council Agenda Item Overview
2. Goals and Policies for Comprehensive Plan Amendments for the Brookhaven Club Neighborhood
3. Process for Redevelopment of the Brookhaven Club Neighborhood

The Planning and Zoning Commission adopted the attached Goals and Policies at its regular meeting on February 22, 2007.

Voting Aye: Bernstein, Daseke, Gaines, Jandura, Wood

Voting Nay: None

Absent: Chafin

One seat vacant

Administrative Recommendation:

Administration recommends approval.

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Item #R13 - FINAL PLAT/Beltway Office Park, Lot 4R. Requesting approval of a final plat in a Local Retail zoning district, located on 2.275 acres at 4400 Belt Line Road (formerly On the Border Restaurant), on application from McInnis Land Consultants, represented by Mr. Josh Lambert.

Attachments:

1. Docket Map
2. Staff Report
3. Plat

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The applicant submitted a revised “check copy” to the staff prior to the meeting which addressed many of the staff’s original conditions for approval. Clay Barnett’s comments on the check copy are listed in the attached email dated 8-23-2007. After reviewing the check copy, the staff recommends the following conditions for approval:

1. For clarity, please rename the subdivision as “Victoria Station” and label it “Lot 1R.”
2. The Dedication Statement needs to be arranged in the same order it appears in the ordinance. The signature block should follow the Dedication Statement.
3. “OWNER’S CERTIFICATE” should be labeled at the top of the Owner’s Certificate.
4. Remove the sentence “Now, therefore, know all men by these presents:” from the Owner’s Certificate (do not remove it from the Dedication Statement).
5. The first two paragraphs in the Owner’s Certificate should be combined to read “WHEREAS, OTB PARTNERS, LTD. is the owner of a 2.275 acre tract of land situated in the...”

The Addison Planning and Zoning Commission, meeting in regular session on June 28, 2007, voted to recommend approval of the final plat on application from Addison Storage Associates, subject to the conditions listed above.

Voting Aye: Bernstein, Chafin, Daseke, Gaines, Jandura, Lay  
Voting Nay: None  
Absent: Wood

Administrative Recommendation:

Administration recommends approval subject to condition.

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Item #R14 - REPLAT/Lot 12R, Block 90 Goldfarb Addition. Requesting approval of a replat to take two lots and replat them into one lot, located in an R-1 zoning district at 14917 and 14923 Lake Forest Drive, on application from Charles L. Butler II, represented by Ms. Sandy Tabacinic.

Attachments:

1. Docket Map
2. Staff Report
3. Plat

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COMMISSION FINDINGS:

The applicant submitted a revised "check copy" to the staff prior to the meeting which addressed many of the staff's original conditions for approval. Clay Barnett's comments on the check copy are listed in the attached email dated 8-23-2007. One of the changes the applicant made was a name change for the plat from Goldfarb Addition to Charles Butler Addition. Mr. Butler is the new owner of the property. After reviewing the check copy, the staff recommends the following conditions for approval:

1. If the addition name is changed, then it should be labeled as "Lot 1."

The Addison Planning and Zoning Commission, meeting in regular session on August 23, 2007, voted to recommend approval of the final plat on application from Mr. Charles Butler II, subject to the condition listed above.

Voting Aye: Bernstein, Chafin, Daseke, Gaines, Jandura, Lay

Voting Nay: None

Absent: Wood

Administrative Recommendation:

Administration recommends approval subject to conditions.

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Item #R15 - **PUBLIC HEARING** Case 1546-SUP/Holiday Inn Express regarding and consideration of approval of an Ordinance approving an amendment to an existing Special Use Permit for a hotel in order to add additional meeting space and additional rooms, located at 4960 Arapaho Road, on application from Holiday Inn Express, represented by Mr. Mahbub H. Dewan.

Attachments:

1. Docket Map
2. Staff Report
3. Plans

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on August 23, 2007, voted to recommend approval of the amendments of existing Special Use Permit for a hotel, subject to the following condition:

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-The applicant shall submit a detailed set of landscape and irrigation plans, stamped by a landscape architect licensed in the State of Texas, prior to the issuance of a building permit

Voting Aye: Bernstein, Chafin, Daseke, Gaines, Jandura, Lay

Voting Nay: None

Absent: Wood

Administrative Recommendation:

Administration recommends approval subject to condition.

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Adjourn Meeting

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Posted:

September 7, 2007 at 5:00 p.m.

Mario Canizares - City Secretary

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

**OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL  
WORK SESSION**

August 28, 2007  
6:30 P.M. – Town Hall  
5300 Belt Line Road  
Upstairs Conference Room

Present: Mayor Chow, Councilmembers Braun, Hirsch, Kraft, Meier, Mellow and Niemann

Absent: None

Work Session

Item #WS1 - Presentation and discussion of possible assistance with a financial analysis and negotiation of a public/private partnership for the redevelopment of the Brookhaven area.

John Stainback of Stainback Public-Private Real Estate, led the discussion regarding possible assistance with a financial analysis and negotiation of a public/private partnership for the redevelopment of the Brookhaven area.

There was no action taken on this item.

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

\_\_\_\_\_  
Mayor

Attest:

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

**OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL  
REGULAR SESSION**

August 28, 2007  
7:30 P.M. – Town Hall  
5300 Belt Line Road  
Council Chambers

Present: Mayor Chow, Councilmembers Braun, Hirsch, Kraft, Meier, Mellow and Niemann

Absent: None

Regular Session

Item #R1 - Consideration of Old Business.

The following employee was introduced to the Council: Imran Khan with the Police Department.

Item #R2 - Consent Agenda.

Items #2b and #2c were considered separately.

#2a - Approval of the following Minutes:

8/07/2007 Special Meeting and Worksession of the City Council  
8/14/2007 Regular Meeting of the City Council  
8/18/2007 Special Meeting and Worksession of the City Council  
8/20/2007 Special Meeting and Worksession of the City Council

The Minutes for the Regular Council Meeting on 8/14/2007 were approved as written.

The Minutes for the Regular Council Meeting and Work Session for August 7, 2007, were approved with the following changes:

Add, "There was no action taken" to Item #WS1.

The Minutes for the Regular Meeting of the City Council for August 14, 2007, were approved with the following changes:

Change Item #R12 to read "Councilmember Niemann moved to duly authorize the City Manager to enter into settlement negotiations..."

The Minutes for the Special Council Meeting and Work Session for August 18, 2007, were approved with the following changes:

Add, "There was no action taken" to Item #WS1.

The Minutes for the Special Council Meeting and Work Session for August 20, 2007, were approved with the following changes:

Add, "There was no action taken" to Item #WS1.

Councilmember Niemann moved to duly approve Consent Agenda Item #2a with the foregoing changes as noted.

Councilmember Braun seconded. Motion carried.

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

Voting Nay: None

Absent: None

#2b - Consideration of approval of final payment to Allied Builders, Inc., totaling \$3,200, for completing the painting of the Blueprints art panels.

Councilmember Braun moved to duly approve of final payment to Allied Builders, Inc., totaling \$3,200, for completing the painting of the Blueprints art panels.

Councilmember Niemann seconded. Motion carried.

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

Voting Nay: None

Absent: None

#2c - Consideration of approval of an ordinance providing for a residential garbage rate increase.

Councilmember Meier moved to duly approve Ordinance 007-023 providing for a residential garbage rate increase.

Councilmember Kraft seconded. Motion carried

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

Voting Nay: None

Absent: None

Item #R3 - Presentation and discussion of Arapaho Road Bridge Recognitions.

Nancy Cline presented the Arapaho Road Bridge Recognitions.

There was no action taken on this item.

Item #R4 - FY2007/08 Budget Discussion: City Manager's Airport Fund and Utility Fund Recommendation.

Randy Moravec presented the FY2007/08 Budget Discussion: City Manager's Airport Fund and Utility Fund Recommendation.

There was no action taken on this item.

Councilmember Niemann recused himself for Item #R5.

Item #R5 - PUBLIC HEARING to consider 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 Town, as a part of the company's statewide gas utility distribution system; supporting statutory reform of the Texas GRIP statute, finding that the meeting at which this ordinance is passed is open to the public; and providing for notice of this ordinance to Atmos Energy Corp., Mid-Tex Division and the Town's legislative delegation.

Mayor Chow opened the meeting as a public hearing. Mr. Chris Mulvaney, 3867 Lakeview Court, Addison, TX, 75001, spoke. Mayor Chow closed the meeting as a public hearing.

Councilmember Kraft moved to duly authorize the City Manager to approve Ordinance 007- 024 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 Town, as a part of the company's statewide gas utility distribution system; supporting statutory reform of the Texas GRIP statute, finding that the meeting at which this ordinance is passed is open to the public; and providing for notice of this ordinance to Atmos Energy Corp., Mid-Tex Division and the Town's legislative delegation.

Councilmember Hirsch seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Meier, Mellow

Voting Nay: None

Abstaining: Niemann

Councilmember Niemann returned to Council Chambers.

Item #R6 - Presentation and discussion of the Financial Quarterly Report for the period ended June 30, 2007.

Randy Moravec made the presentation of the Financial Quarterly Report for the period ended June 30, 2007.

There was no action taken on this Item.

Item #R7 - PUBLIC HEARING on a proposal to increase the total property tax rate by 5.2% over the calculated effective tax rate.

Mayor Chow opened the meeting as a public hearing. Mr. Chris Mulvaney, 3867 Lakeview Court, Addison, TX, 75001, spoke. Mayor Chow closed the meeting as a public hearing.

No action was taken on this Item.

Item #R8 - Consideration of approving and authorizing the City Manager to enter into a contract, in an amount not to exceed \$65,000, with Stainback Public-Private Real Estate, for assistance with the financial analysis and negotiation of a public/private partnership for the redevelopment of the Brookhaven area.

Councilmember Meier moved to duly authorize the City Manager to enter into a contract, in an amount not to exceed \$65,000, with Stainback Public-Private Real Estate, for assistance with the financial analysis and negotiation of a public/private partnership for the redevelopment of the Brookhaven area, subject to review and approval of the City Attorney.

Councilmember Niemann seconded. Motion carried.

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

Voting Nay: None

Absent: None

Councilmember Hirsch recused himself for Item #R9.

Item #R9 - Consideration and approval authorizing the City Manager to approve an ordinance granting meritorious exception to section 62-163, Area of Signs, for Ounce Prime Steakhouse located at 14866 Montfort Drive.

Councilmember Niemann moved to duly deny granting meritorious exception to section 62-163, Area of Signs, for Ounce Prime Steakhouse located at 14866 Montfort Drive.

Councilmember Meier seconded.

Voting Aye: Meier, Niemann, Braun

Voting Nay: Chow, Kraft, Mellow

Abstaining: Hirsch

Councilmember Kraft moved to duly approve Ordinance 007-025 granting meritorious exception to section 62-163, Area of Signs, for Ounce Prime Steakhouse located at 14866 Montfort Drive, for a 30" letter height sign.

Councilmember Mellow seconded the motion.

Voting Aye: Kraft, Mellow

Voting Nay: Chow, Niemann, Braun, Meier

Abstaining: Hirsch

Both motions failed; the request for meritorious exception was not approved.

Councilmember Hirsch returned to Council Chambers.

Item #R10 - Consideration of adoption of an ordinance amending Article II (Food) of Chapter 46 (Health and Sanitation) of the Code of Ordinances by adopting the Texas Food Establishment Rules recently adopted by the Texas Department of State Health Services and by making certain modifications to the said Texas Food Establishment Rules and providing other food service regulations.

Councilmember Braun moved to duly adopt ordinance 007-025 amending Article II (Food) of Chapter 46 (Health and Sanitation) of the Code of Ordinances by adopting the Texas Food Establishment Rules recently adopted by the Texas Department of State Health Services and by making certain modifications to the said Texas Food Establishment Rules and providing other food service regulations.

Councilmember Meier seconded. Motion carried.

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

Voting Nay: None

Absent: None

Item #R11 - Consideration of adoption of an ordinance amending Division 1 of Article XII (Swimming Pools and Spas) of Chapter 18 (Buildings and Building Regulations) of the Code of Ordinances by adopting the Standards for Public Pools and Spas recently amended by the Texas Department of State Health Services and by providing for certain modifications to the said Standards for Public Pools and Spas.

Councilmember Kraft moved to duly adopt ordinance 007-026 amending Division 1 of Article XII (Swimming Pools and Spas) of Chapter 18 (Buildings and Building Regulations) of the Code of Ordinances by adopting the Standards for Public Pools and Spas recently amended by the Texas Department of State Health Services and by providing for certain modifications to the said Standards for Public Pools and Spas.

Councilmember Niemann seconded. Motion carried.

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

Item #R12 - Consideration of approval of awarding a bid to DSS Fire, Inc., to upgrade the Service Center Fire Alarm system in the amount of \$27,463.00.

Councilmember Niemann moved to duly approve of awarding a bid to DSS Fire, Inc., to upgrade the Service Center Fire Alarm system in the amount of \$27,463.00.

Councilmember Kraft seconded. Motion carried.

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

Item #R13 - Discussion and consideration of annual appointments to the Metrocrest Chamber Leadership Class.

Councilmember Hirsch motioned to appoint Bob Baumann and Becky Thompson to the Metrocrest Chamber Leadership Class and for finding a better way to promote the program to allow more residents in the community to be aware of Metrocrest Chamber Leadership.

Councilmember Meier seconded. Motion carried.

Voting Aye: Meier, Braun, Niemann, Hirsch  
Voting Nay: Chow, Mellow  
Abstaining: Kraft

At 10:38 P.M., Mayor Chow announced that Council would convene into Executive Session to discuss the following Item:

Item #ES1 - Closed (executive) session of the City Council pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with its attorney(s) to seek the advice of its attorney(s) about pending litigation, to wit: Eddins Enterprises, Inc., dba Friendly Aviation and RSP Management Services, Inc. v. The Town of Addison, Texas, Cause No. 05-11030-K, 192nd Judicial District Court, Dallas County, Texas.

The Council came out of Executive Session at 10:57 P.M.

Item #R12 - Discussion and consideration of any action in connection with or related to Section 551.071, Texas Government Code, to conduct a private consultation with its attorney(s) to seek the advice of its attorney(s) about pending litigation, to wit: Eddins Enterprises, Inc., dba Friendly Aviation and RSP Management Services, Inc. v. The

Town of Addison, Texas, Cause No. 05-11030-K, 192nd Judicial District Court, Dallas County, Texas.

There was no action taken on this item.

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

\_\_\_\_\_  
Mayor

Attest:

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

**Council Agenda Item: #R3**

**SUMMARY:**

To review the City Manager’s recommendation for the funding levels of the non-profit agencies for the FY 2007/08 budget.

**FINANCIAL IMPACT:**

	<b>General Fund</b>	<b>Hotel Fund</b>
Cost:	<u>\$100,000</u>	<u>\$427,000</u>

**BACKGROUND:**

Every year during the budget process the Council reviews and considers the funding levels of the non-profits. The following table provides the City Manager’s recommended funding level for each agency.

<b>General Fund:</b>	<b>Amount</b>	<b>Hotel Fund</b>	<b>Amount</b>
Communities in Schools –Dallas	\$40,000	WaterTower Theatre	\$240,000
Senior Adult Services	\$17,000	WaterTower Theatre – Matching	\$150,000
Metrocrest Social Service Center	\$20,000	Dance Council	\$7,000
Metrocrest Family Medical Clinic	\$3,000	Richardson Symphony Orchestra	\$30,000
Metrocrest Chamber of Commerce	\$10,000		
The Family Place	\$5,000		
Special Care and Career Services	\$5,000		
<b>TOTAL</b>	<b>\$100,000</b>	<b>TOTAL</b>	<b>\$427,000</b>

**RECOMMENDATION:**

No approval is needed at this time. This information is the recommended amounts that will be included in the City Manager’s final budget.

## Non-Profit Funding Recommendation for FY 2007/08 Budget

AGENCY	FY 03/04 Funded	FY 04/05 Funded	FY 05/06 Funded	FY 06/07 Funded	FY 07/08 Requested	FY 07/08 CMO Recommendation	#R3
<b>GENERAL FUND:</b>							
Metrocrest Family Medical Clinic	\$0	\$0	\$2,000	\$2,500	\$3,000	\$3,000	
Metrocrest Chamber of Commerce	\$9,000	\$9,000	\$10,000	\$10,000	\$10,000	\$10,000	
DFW International	\$0	\$0	\$0	\$7,500	\$0	\$0	
The Family Place	\$5,000	\$5,000	\$5,000	\$5,000	\$10,000	\$5,000	
Communities in Schools	\$40,000	\$40,000	\$40,000	\$40,000	\$60,000	\$40,000	
Special Care & Career Services	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	
Senior Adult Services	\$15,000	\$15,000	\$15,000	\$15,000	\$17,000	\$17,000	
Metrocrest Social Services	\$15,000	\$15,000	\$30,000	\$20,000	\$20,000	\$20,000	
<b>SUBTOTAL</b>	<b>\$89,000</b>	<b>\$89,000</b>	<b>\$107,000</b>	<b>\$105,000</b>	<b>\$125,000</b>	<b>\$100,000</b>	
<b>HOTEL FUND:</b>							
Dance Council	\$6,600	\$6,600	\$6,600	\$6,800	\$7,000	\$7,000	
WaterTower Theatre	\$230,000	\$230,000	\$230,000	\$240,000	\$240,000	\$240,000	
WaterTower Theatre Matching	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	
Richardson Symphony Orchestra	\$0	\$0	\$0	\$30,000	\$128,575	\$30,000	
Other Sources No longer Funded	\$35,000	\$30,000	\$0	\$0	\$0	\$0	
<b>SUBTOTAL</b>	<b>\$421,600</b>	<b>\$416,600</b>	<b>\$386,600</b>	<b>\$426,800</b>	<b>\$525,575</b>	<b>\$427,000</b>	

*Note: Metrocrest Social Services one-time additional funding of \$15,000 for a total of \$30,000 in FY 2005/06*

**Council Agenda Item:#R4**

**There are no attachments for this item.**

**Council Agenda Item: #R5\_\_\_\_\_**

**SUMMARY:**

Council approval is requested of an ordinance amending the Town’s Annual budget for the fiscal year ending September 30, 2007.

**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>As Amended in July</u>	<u>Proposed Amendments</u>
Total Revenues	\$54,554,290	\$54,554,290
Decrease in Fund Balance	<u>3,788,100</u>	<u>3,833,100</u>
Total Appropriations	\$58,342,390	\$58,387,390

**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. At the July 10, 2007 City Council meeting, the City Council approved budget amendments to recognize these variances. Since this action, staff has identified three additional issues that will require mid-year budget amendments. These issues are identified below.

Additional changes proposed for the 2007 budget in September are:

General Fund

- In the Combined Services department, consulting fees related to the Brookhaven development (\$15,000) are expected to exceed the budgeted levels.
- In the Council Project budget, an additional \$5,000 is needed to help cover expenses related to Council photos as well as food for Council and budget meetings.

Hotel Fund

- An additional expense of \$25,000 in the Special Events department is needed for the purchase of credit card machines for Oktoberfest admission and food and beverage transactions. These machines will also be utilized in future events.

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, 2007.

AN ORDINANCE # \_\_\_\_\_

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS  
AMENDING THE ANNUAL BUDGET FOR THE FISCAL  
YEAR ENDING SEPTEMBER 30, 2007; 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 2006-07 annual budget, be amended to appropriate \$58,387,390 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 11th day of September 2007.

\_\_\_\_\_  
Mayor Joe Chow

ATTEST:

\_\_\_\_\_  
Mario Canizares, City Secretary

**TOWN OF ADDISON**  
**COMBINED SUMMARY OF REVENUES AND EXPENDITURES AND CHANGES IN FUND BALANCE**  
**ALL FUNDS SUBJECT TO APPROPRIATION**  
*Amended 2006-07 Annual Budget*

	Special Revenue Funds			Debt Service Funds		Capital Project Funds				Proprietary Funds			TOTAL 2006-07		
	General Fund	Hotel	Combined Other	General	Occupancy Tax Revenue	Street	Parks	2002 Bonds	2004 Bonds	2006 Bonds	Airport	Utility	Combined Replacement	Amended	Original
BEGINNING BALANCES	\$ 8,175,180	\$ 4,639,050	\$ 293,310	\$ 1,649,430	\$ 810,940	\$ 3,989,290	\$ 640,290	\$ 2,148,180	\$ 396,770	\$ 378,900	\$ 1,981,510	\$ 2,411,440	\$ 5,034,070	\$ 32,548,360	\$ 30,647,790
REVENUES:															
Ad valorem tax	9,408,480	-	-	4,628,620	-	-	-	-	-	-	-	-	-	14,037,100	14,037,100
Non-property taxes	11,248,820	4,972,500	-	-	-	-	-	-	-	-	-	-	-	16,221,320	15,821,320
Franchise fees	2,691,660	-	-	-	-	-	-	-	-	-	-	-	-	2,691,660	2,691,660
Licenses and permits	524,900	-	-	-	-	-	-	-	-	-	-	-	-	524,900	524,900
Intergovernmental	-	-	-	-	-	752,000	-	-	-	-	30,000	-	-	782,000	881,000
Service fees	1,201,270	1,222,000	-	-	-	-	-	-	-	-	1,085,000	9,257,500	1,087,340	13,853,110	13,753,110
Fines and penalties	1,043,000	-	45,000	-	-	-	-	-	-	-	-	55,000	-	1,143,000	993,000
Rental income	144,000	581,000	-	-	-	-	-	-	-	-	3,128,000	-	-	3,853,000	3,853,000
Interest & other income	527,500	267,700	40,000	70,000	20,000	100,000	20,000	60,000	10,000	-	78,000	100,000	155,000	1,448,200	1,199,200
TOTAL REVENUES	26,789,630	7,043,200	85,000	4,698,620	20,000	852,000	20,000	60,000	10,000	-	4,321,000	9,412,500	1,242,340	54,554,290	53,754,290
Transfers from other funds	-	-	-	-	706,710	-	-	-	-	-	-	-	-	706,710	706,710
TOTAL AVAILABLE RESOURCES	34,964,810	11,682,250	378,310	6,348,050	1,537,650	4,841,290	660,290	2,208,180	406,770	378,900	6,302,510	11,823,940	6,276,410	87,809,360	85,108,790
EXPENDITURES:															
General government	5,932,390	-	23,490	-	-	-	-	-	-	-	-	-	490,000	6,445,880	6,175,380
Public Safety	13,637,430	-	70,000	-	-	-	-	-	-	-	-	-	832,000	14,539,430	14,383,430
Urban development	783,720	-	-	-	-	-	-	-	-	-	-	-	-	783,720	783,720
Streets	1,704,200	-	-	-	-	-	-	-	-	-	-	-	-	1,704,200	1,689,200
Parks & Recreation	3,854,440	-	6,000	-	-	-	-	-	-	-	-	-	78,800	3,939,240	3,939,240
Tourism	-	6,200,050	-	-	-	-	-	-	-	-	-	-	-	6,200,050	6,050,050
Aviation	-	-	-	-	-	-	-	-	-	-	3,817,260	-	-	3,817,260	3,677,260
Utilities	-	-	-	-	-	-	-	-	-	-	-	6,981,680	-	6,981,680	6,981,680
Debt service	-	-	-	4,693,260	707,210	-	-	-	-	-	386,270	2,609,290	-	8,396,030	8,396,030
Capital projects	-	-	-	-	-	2,963,000	-	225,000	-	-	1,411,500	980,400	-	5,579,900	5,579,900
TOTAL EXPENDITURES	25,912,180	6,200,050	99,490	4,693,260	707,210	2,963,000	-	225,000	-	-	5,615,030	10,571,370	1,400,800	58,387,390	57,655,890
Transfers to other funds	-	706,710	-	-	-	-	-	-	-	-	-	-	-	706,710	706,710
ENDING FUND BALANCES	\$ 9,052,630	\$ 4,775,490	\$ 278,820	\$ 1,654,790	\$ 830,440	\$ 1,878,290	\$ 660,290	\$ 1,983,180	\$ 406,770	\$ 378,900	\$ 687,480	\$ 1,252,570	\$ 4,875,610	\$ 28,715,260	\$ 26,746,190

Total Revenues \$ 54,554,290  
Decrease in fund balance 3,833,100  
Total Appropriable funds \$ 58,387,390

\$ 58,387,390



**TOWN OF ADDISON**  
**GENERAL FUND**  
**SCHEDULE OF REVENUES BY SOURCE**  
*Amended 2006-07 Annual Budget*

	Actual 2005-06	Original Budget 2006-07	July Amendments	September Amendments	Amended Budget 2006-07
Ad valorem taxes:					
Current taxes	\$ 8,484,631	\$ 9,374,970	\$ -	\$ -	\$ 9,374,970
Delinquent taxes	15,128	10,050	-	-	10,050
Penalty & interest	46,763	23,460	-	-	23,460
Non-property taxes:					
Sales tax	9,941,386	10,221,820	100,000	-	10,321,820
Alcoholic beverage tax	966,366	927,000	-	-	927,000
Franchise / right-of-way use fees:					
Electric franchise	1,563,239	1,668,010	-	-	1,668,010
Gas franchise	241,378	225,000	-	-	225,000
Telecommunication access fees	720,807	665,000	-	-	665,000
Cable franchise	130,128	110,650	-	-	110,650
Street rental fees	7,236	8,000	-	-	8,000
Wireless network franchise	18,475	15,000	-	-	15,000
Licenses and permits:					
Business licenses and permits	159,589	149,570	-	-	149,570
Building and construction permits	491,819	375,330	-	-	375,330
Intergovernmental revenue	-	-	-	-	-
Service fees:					
General government	76,952	900	-	-	900
Public safety	767,114	690,460	-	-	690,460
Urban development	8,840	4,690	-	-	4,690
Streets and sanitation	206,134	271,250	-	-	271,250
Recreation	71,253	68,960	-	-	68,960
Interfund	166,400	165,010	-	-	165,010
Court fines	1,071,624	893,000	150,000	-	1,043,000
Interest earnings	378,492	340,000	150,000	-	490,000
Rental income	122,622	144,000	-	-	144,000
Other	178,968	37,500	-	-	37,500
<b>TOTAL REVENUES</b>	<b><u>\$ 25,835,344</u></b>	<b><u>\$ 26,389,630</u></b>	<b><u>\$ 400,000</u></b>	<b><u>\$ -</u></b>	<b><u>\$ 26,789,630</u></b>

**TOWN OF ADDISON**  
**GENERAL FUND**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE**  
*Amended 2006-07 Annual Budget*

	Actual 2005-06	Original Budget 2006-07	July Amendments	September Amendments	Amended Budget 2006-07
BEGINNING BALANCE	\$ 7,050,505	\$ 7,715,900	\$ 459,280	\$ -	\$ 8,175,180
REVENUES:					
Ad valorem taxes	8,546,522	9,408,480	-	-	9,408,480
Non-property taxes	10,907,752	11,148,820	100,000	-	11,248,820
Franchise fees	2,681,263	2,691,660	-	-	2,691,660
Licenses and permits	651,408	524,900	-	-	524,900
Service fees	1,296,693	1,201,270	-	-	1,201,270
Fines and penalties	1,071,624	893,000	150,000	-	1,043,000
Interest earnings	378,492	340,000	150,000	-	490,000
Rental income	122,622	144,000	-	-	144,000
Other	178,968	37,500	-	-	37,500
TOTAL REVENUES	<u>25,835,344</u>	<u>26,389,630</u>	<u>400,000</u>	<u>-</u>	<u>26,789,630</u>
TOTAL RESOURCES AVAILABLE	<u>32,885,849</u>	<u>34,105,530</u>	<u>859,280</u>	<u>-</u>	<u>34,964,810</u>
EXPENDITURES:					
General Government:					
City manager	1,282,061	1,118,180	73,000	-	1,191,180
Financial & Strategic Services	1,006,195	961,610	-	-	961,610
General services	800,035	753,070	25,000	-	778,070
Municipal court	407,657	425,620	-	-	425,620
Human resources	360,248	387,470	19,000	-	406,470
Information technology	1,038,049	1,104,710	-	-	1,104,710
Combined services	819,621	645,550	107,000	15,000	767,550
Council projects	425,124	274,180	18,000	5,000	297,180
Public safety:					
Police	7,204,431	6,864,820	-	-	6,864,820
Emergency Communications	-	942,490	40,000	-	982,490
Fire	5,493,330	5,674,120	116,000	-	5,790,120
Development services	563,271	783,720	-	-	783,720
Streets	1,421,464	1,689,200	15,000	-	1,704,200
Parks and Recreation:					
Parks	2,372,595	2,571,550	-	-	2,571,550
Recreation	1,253,588	1,282,890	-	-	1,282,890
TOTAL EXPENDITURES	<u>24,447,669</u>	<u>25,479,180</u>	<u>413,000</u>	<u>20,000</u>	<u>25,912,180</u>
OTHER FINANCING SOURCES (USES):					
Transfer to Parks capital project fund	<u>(263,000)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
ENDING FUND BALANCE	<u>\$ 8,175,180</u>	<u>\$ 8,626,350</u>	<u>\$ 446,280</u>	<u>\$ (20,000)</u>	<u>\$ 9,052,630</u>

**TOWN OF ADDISON**  
**HOTEL SPECIAL REVENUE FUND**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE**  
*Amended 2006-07 Annual Budget*

	Actual 2005-06	Original Budget 2006-07	July Amendments	September Amendments	Amended Budget 2006-07
BEGINNING BALANCE	\$ 4,617,539	\$ 4,206,050	\$ 433,000	\$ -	\$ 4,639,050
REVENUES:					
Hotel/Motel occupancy taxes	4,679,099	4,672,500	300,000	-	4,972,500
Proceeds from special events	1,117,761	1,122,000	100,000	-	1,222,000
Conference centre rental	454,948	500,000	-	-	500,000
Theatre centre rental	79,418	81,000	-	-	81,000
Interest earnings and other	208,408	267,700	-	-	267,700
TOTAL REVENUES	<u>6,539,634</u>	<u>6,643,200</u>	<u>400,000</u>	<u>-</u>	<u>7,043,200</u>
TOTAL AVAILABLE RESOURCES	<u>11,157,173</u>	<u>10,849,250</u>	<u>833,000</u>	<u>-</u>	<u>11,682,250</u>
EXPENDITURES:					
Visitor services administration	718,449	829,920	50,000	-	879,920
Marketing	994,054	1,077,440	-	-	1,077,440
Special events	2,469,938	2,561,760	117,000	25,000	2,703,760
Conference centre	1,118,079	955,150	5,000	-	960,150
Performing arts	500,884	625,780	(47,000)	-	578,780
Capital projects	10,829	-	-	-	-
TOTAL EXPENDITURES	<u>5,812,233</u>	<u>6,050,050</u>	<u>125,000</u>	<u>25,000</u>	<u>6,200,050</u>
OTHER FINANCING SOURCES (USES):					
Transfer to Debt Service fund	(705,890)	(706,710)	-	-	(706,710)
ENDING FUND BALANCE	<u>\$ 4,639,050</u>	<u>\$ 4,092,490</u>	<u>\$ 708,000</u>	<u>\$ (25,000)</u>	<u>\$ 4,775,490</u>

**TOWN OF ADDISON**  
**PUBLIC SAFETY SPECIAL REVENUE FUND**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE**  
*Amended 2006-07 Annual Budget*

	Actual 2005-06	Original Budget 2006-07	July Amendments	September Amendments	Amended Budget 2006-07
BEGINNING BALANCE	\$ 38,154	\$ 85,150	\$ 16,770	\$ -	\$ 101,920
REVENUES:					
Court awards	62,767	5,000	-	-	5,000
Interest earnings and other	3,622	1,000	-	-	1,000
TOTAL REVENUES	<u>66,389</u>	<u>6,000</u>	<u>-</u>	<u>-</u>	<u>6,000</u>
TOTAL AVAILABLE RESOURCES	<u>104,543</u>	<u>91,150</u>	<u>16,770</u>	<u>-</u>	<u>107,920</u>
EXPENDITURES:					
Supplies	-	5,000	-	-	5,000
Contractual services	2,620	15,000	-	-	15,000
Capital Equipment	-	50,000	-	-	50,000
TOTAL EXPENDITURES	<u>2,620</u>	<u>70,000</u>	<u>-</u>	<u>-</u>	<u>70,000</u>
ENDING BALANCE	<u>\$ 101,923</u>	<u>\$ 21,150</u>	<u>\$ 16,770</u>	<u>\$ -</u>	<u>\$ 37,920</u>

**MUNICIPAL COURT SPECIAL REVENUE FUND**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE**

*Amended 2006-07 Annual Budget*

	Actual 2005-06	Original Budget 2006-07	July Amendments	September Amendments	Amended Budget 2006-07
BEGINNING BALANCE	\$ 86,517	\$ 100,500	\$ 6,050	\$ -	\$ 106,550
REVENUES:					
Court security fees	22,183	20,000	-	-	20,000
Court technology fees	28,519	25,000	-	-	25,000
Interest earnings and other	14,147	7,000	-	-	7,000
TOTAL REVENUES	<u>64,849</u>	<u>52,000</u>	<u>-</u>	<u>-</u>	<u>52,000</u>
TOTAL AVAILABLE RESOURCES	<u>151,366</u>	<u>152,500</u>	<u>6,050</u>	<u>-</u>	<u>158,550</u>
EXPENDITURES:					
Personal services	15,458	8,990	-	-	8,990
Supplies	3,515	4,000	-	-	4,000
Maintenance and materials	1,088	-	-	-	-
Contractual Services	-	2,000	-	-	2,000
Capital outlay	24,753	-	8,500	-	8,500
TOTAL EXPENDITURES	<u>44,814</u>	<u>14,990</u>	<u>8,500</u>	<u>-</u>	<u>23,490</u>
ENDING BALANCE	<u>\$ 106,552</u>	<u>\$ 137,510</u>	<u>\$ (2,450)</u>	<u>\$ -</u>	<u>\$ 135,060</u>

**TOWN OF ADDISON**  
**ARBOR SPECIAL REVENUE FUND**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE**  
*Amended 2006-07 Annual Budget*

	Actual 2005-06	Original Budget 2006-07	July Amendments	September Amendments	Amended Budget 2006-07
BEGINNING BALANCE	\$ 87,337	\$ 83,900	\$ 940	\$ -	\$ 84,840
REVENUES:					
Recycling proceeds	29,311	20,000	-	-	20,000
Contributions	10,115	5,000	-	-	5,000
Interest earnings and other	3,808	2,000	-	-	2,000
TOTAL REVENUES	<u>43,234</u>	<u>27,000</u>	<u>-</u>	<u>-</u>	<u>27,000</u>
TOTAL AVAILABLE RESOURCES	<u>130,571</u>	<u>110,900</u>	<u>940</u>	<u>-</u>	<u>111,840</u>
EXPENDITURES:					
Maintenance and materials	37,540	6,000	-	-	6,000
Contractual services	8,196	-	-	-	-
TOTAL EXPENDITURES	<u>45,736</u>	<u>6,000</u>	<u>-</u>	<u>-</u>	<u>6,000</u>
ENDING BALANCE	<u>\$ 84,835</u>	<u>\$ 104,900</u>	<u>\$ 940</u>	<u>\$ -</u>	<u>\$ 105,840</u>

**TOWN OF ADDISON**  
**GENERAL OBLIGATION DEBT SERVICE FUND**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE**  
*Amended 2006-07 Annual Budget*

	Actual 2005-06	Original Budget 2006-07	July Amendments	September Amendments	Amended Budget 2006-07
BEGINNING BALANCE	\$ 1,401,992	\$ 1,577,300	\$ 72,130	\$ -	\$ 1,649,430
REVENUES:					
Ad valorem taxes	4,747,185	4,628,620	-	-	4,628,620
Interest earnings and other	99,503	70,000	-	-	70,000
TOTAL REVENUES	<u>4,846,688</u>	<u>4,698,620</u>	<u>-</u>	<u>-</u>	<u>4,698,620</u>
TOTAL AVAILABLE RESOURCES	<u>6,248,680</u>	<u>6,275,920</u>	<u>72,130</u>	<u>-</u>	<u>6,348,050</u>
EXPENDITURES:					
Debt Service - Principal	3,105,000	3,255,000	-	-	3,255,000
Debt Service - Interest and fiscal charges	1,620,664	1,438,260	-	-	1,438,260
TOTAL EXPENDITURES	<u>4,725,664</u>	<u>4,693,260</u>	<u>-</u>	<u>-</u>	<u>4,693,260</u>
OTHER FINANCING SOURCES (USES):					
Proceeds from refunding bonds issued	6,355,000	-	-	-	-
Payment to refunded bond escrow agent	(6,228,588)	-	-	-	-
TOTAL OTHER FINANCING (USES)	<u>126,412</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
ENDING BALANCE	<u>\$ 1,649,428</u>	<u>\$ 1,582,660</u>	<u>\$ 72,130</u>	<u>\$ -</u>	<u>\$ 1,654,790</u>

**OCCUPANCY TAX DEBT SERVICE FUND**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE**  
*Amended 2006-07 Annual Budget*

	Actual 2005-06	Original Budget 2006-07	July Amendments	September Amendments	Amended Budget 2006-07
BEGINNING BALANCE	\$ 778,627	\$ 799,130	\$ 11,810	\$ -	\$ 810,940
REVENUES:					
Interest earnings	32,607	20,000	-	-	20,000
TOTAL REVENUES	<u>32,607</u>	<u>20,000</u>	<u>-</u>	<u>-</u>	<u>20,000</u>
TOTAL AVAILABLE RESOURCES	<u>811,234</u>	<u>819,130</u>	<u>11,810</u>	<u>-</u>	<u>830,940</u>
EXPENDITURES:					
Debt Service - Principal	465,000	480,000	-	-	480,000
Debt Service - Interest and fiscal charges	241,188	227,210	-	-	227,210
TOTAL EXPENDITURES	<u>706,188</u>	<u>707,210</u>	<u>-</u>	<u>-</u>	<u>707,210</u>
OTHER FINANCING SOURCES (USES):					
Transfer from Hotel fund	705,890	706,710	-	-	706,710
TOTAL OTHER FINANCING (USES)	<u>705,890</u>	<u>706,710</u>	<u>-</u>	<u>-</u>	<u>706,710</u>
ENDING BALANCE	<u>\$ 810,936</u>	<u>\$ 818,630</u>	<u>\$ 11,810</u>	<u>\$ -</u>	<u>\$ 830,440</u>

**TOWN OF ADDISON**  
**STREET CAPITAL PROJECT FUND**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE**  
*Amended 2006-07 Annual Budget*

	Actual 2005-06	Original Budget 2006-07	July Amendments	September Amendments	Amended Budget 2006-07
BEGINNING BALANCE	\$ 3,844,051	\$ 3,965,050	\$ 24,240	\$ -	\$ 3,989,290
REVENUES:					
DART Grants	-	752,000	-	-	752,000
Interest earnings and other	183,846	100,000	-	-	100,000
TOTAL REVENUES	<u>183,846</u>	<u>852,000</u>	<u>-</u>	<u>-</u>	<u>852,000</u>
TOTAL AVAILABLE RESOURCES	<u>4,027,897</u>	<u>4,817,050</u>	<u>24,240</u>	<u>-</u>	<u>4,841,290</u>
EXPENDITURES:					
Personal services	21,145	8,000	-	-	8,000
Engineering and contractual services	17,463	45,000	-	-	45,000
Construction and equipment	-	2,910,000	-	-	2,910,000
TOTAL EXPENDITURES	<u>38,608</u>	<u>2,963,000</u>	<u>-</u>	<u>-</u>	<u>2,963,000</u>
ENDING BALANCE	<u>\$ 3,989,289</u>	<u>\$ 1,854,050</u>	<u>\$ 24,240</u>	<u>\$ -</u>	<u>\$ 1,878,290</u>

**PARKS CAPITAL PROJECT FUND**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE**  
*Amended 2006-07 Annual Budget*

	Actual 2005-06	Original Budget 2006-07	July Amendments	September Amendments	Amended Budget 2006-07
BEGINNING BALANCE	\$ 411,016	\$ 629,290	\$ 11,000	\$ -	\$ 640,290
REVENUES:					
Interest earnings and other	28,167	20,000	-	-	20,000
Developer contributions	-	-	-	-	-
TOTAL REVENUES	<u>28,167</u>	<u>20,000</u>	<u>-</u>	<u>-</u>	<u>20,000</u>
TOTAL AVAILABLE RESOURCES	<u>439,183</u>	<u>649,290</u>	<u>11,000</u>	<u>-</u>	<u>660,290</u>
EXPENDITURES:					
Personal services	1,252	-	-	-	-
Engineering, and contractual services	25,408	-	-	-	-
Construction and equipment	35,230	-	-	-	-
TOTAL EXPENDITURES	<u>61,890</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
OTHER FINANCING SOURCES (USES):					
Transfer from General fund	263,000	-	-	-	-
TOTAL OTHER FINANCING (USES)	<u>263,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
ENDING BALANCE	<u>\$ 640,293</u>	<u>\$ 649,290</u>	<u>\$ 11,000</u>	<u>\$ -</u>	<u>\$ 660,290</u>

**TOWN OF ADDISON**  
**2000 CAPITAL PROJECT FUND**  
**STATEMENT OF REVENUES AND EXPENDITURES**  
*Amended 2006-07 Annual Budget*

	Actual 2005-06	Original Budget 2006-07	July Amendments	September Amendments	Amended Budget 2006-07
BEGINNING BALANCE	\$ 70,114	\$ -	\$ -	\$ -	\$ -
REVENUES:					
Interest earnings and other	765	-	-	-	-
TOTAL REVENUES	<u>765</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL AVAILABLE RESOURCES	<u>70,879</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
EXPENDITURES:					
Personal services	353	-	-	-	-
Supplies	2,340	-	-	-	-
Engineering and contractual services	68,186	-	-	-	-
Construction and equipment	-	-	-	-	-
TOTAL EXPENDITURES	<u>70,879</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**2002 CAPITAL PROJECT FUND**  
**STATEMENT OF REVENUES AND EXPENDITURES**  
*Amended 2006-07 Annual Budget*

	Actual 2005-06	Original Budget 2006-07	July Amendments	September Amendments	Amended Budget 2006-07
BEGINNING BALANCE	\$ 2,316,150	\$ 1,986,930	\$ 161,250	\$ -	\$ 2,148,180
REVENUES:					
Intergovernmental grants	-	-	-	-	-
Interest earnings and other	100,547	60,000	-	-	60,000
TOTAL REVENUES	<u>100,547</u>	<u>60,000</u>	<u>-</u>	<u>-</u>	<u>60,000</u>
TOTAL AVAILABLE RESOURCES	<u>2,416,697</u>	<u>2,046,930</u>	<u>161,250</u>	<u>-</u>	<u>2,208,180</u>
EXPENDITURES:					
Personal services	27,309	25,000	-	-	25,000
Engineering and contractual services	241,207	200,000	-	-	200,000
Construction and equipment	-	-	-	-	-
TOTAL EXPENDITURES	<u>268,516</u>	<u>225,000</u>	<u>-</u>	<u>-</u>	<u>225,000</u>
ENDING FUND BALANCE	<u>\$ 2,148,181</u>	<u>\$ 1,821,930</u>	<u>\$ 161,250</u>	<u>\$ -</u>	<u>\$ 1,983,180</u>

**2004 CAPITAL PROJECT FUND**  
**STATEMENT OF REVENUES AND EXPENDITURES**  
*Amended 2006-07 Annual Budget*

	Actual 2005-06	Original Budget 2006-07	July Amendments	September Amendments	Amended Budget 2006-07
BEGINNING BALANCE	\$ 2,582,984	\$ 299,980	\$ 96,790	\$ -	\$ 396,770
REVENUES:					
Intergovernmental	1,440,734	-	-	-	-
Interest earnings & other	59,971	10,000	-	-	10,000
TOTAL REVENUES	<u>1,500,705</u>	<u>10,000</u>	<u>-</u>	<u>-</u>	<u>10,000</u>
TOTAL AVAILABLE RESOURCES	<u>4,083,689</u>	<u>309,980</u>	<u>96,790</u>	<u>-</u>	<u>406,770</u>
EXPENDITURES:					
Personal services	325	-	-	-	-
Engineering & contractual services	89,311	-	-	-	-
Construction & equipment	3,597,286	-	-	-	-
TOTAL EXPENDITURES	<u>3,686,922</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
ENDING FUND BALANCE	<u>\$ 396,767</u>	<u>\$ 309,980</u>	<u>\$ 96,790</u>	<u>\$ -</u>	<u>\$ 406,770</u>

**TOWN OF ADDISON**  
**2006 CAPITAL PROJECT FUND**  
**STATEMENT OF REVENUES AND EXPENDITURES**  
*Amended 2006-07 Annual Budget*

	Actual 2005-06	Original Budget 2006-07	July Amendments	September Amendments	Amended Budget 2006-07
BEGINNING BALANCE	\$ -	\$ -	\$ 378,900	\$ -	\$ 378,900
REVENUES:					
Interest earnings & other	40,064	-	-	-	-
TOTAL REVENUES	<u>40,064</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL AVAILABLE RESOURCES	<u>40,064</u>	<u>-</u>	<u>378,900</u>	<u>-</u>	<u>378,900</u>
EXPENDITURES:					
Personal services	77	-	-	-	-
Engineering & contractual services	8,355	-	-	-	-
Construction & equipment	1,152,735	-	-	-	-
TOTAL EXPENDITURES	<u>1,161,167</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
OTHER FINANCING SOURCES (USES):					
Bond Proceeds	1,500,000	-	-	-	-
TOTAL OTHER FINANCING (USES)	<u>1,500,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
ENDING FUND BALANCE	<u>\$ 378,897</u>	<u>\$ -</u>	<u>\$ 378,900</u>	<u>\$ -</u>	<u>\$ 378,900</u>

**TOWN OF ADDISON**  
**AIRPORT ENTERPRISE FUND**  
**STATEMENT OF INCOME AND CHANGES IN WORKING CAPITAL**  
*Amended 2006-07 Annual Budget*

	Actual 2005-06	Original Budget 2006-07	July Amendments	September Amendments	Amended Budget 2006-07
<b>INCOME STATEMENT</b>					
Operating revenues:					
Operating grants	30,000	\$ 30,000	\$ -	\$ -	\$ 30,000
Fuel flowage fees	1,025,291	1,050,000	-	-	1,050,000
Rental	3,002,820	3,128,000	-	-	3,128,000
User fees	30,416	35,000	-	-	35,000
Total operating revenues	<u>4,088,527</u>	<u>4,243,000</u>	<u>-</u>	<u>-</u>	<u>4,243,000</u>
Operating expenses:					
Town - Administration	815,014	765,230	140,000	-	905,230
Grant - Maintenance	-	60,000	-	-	60,000
Operator - Operations & Maintenance	1,682,481	1,867,330	-	-	1,867,330
Operator - Service Contract	942,648	984,700	-	-	984,700
Total operating expenses	<u>3,440,143</u>	<u>3,677,260</u>	<u>140,000</u>	<u>-</u>	<u>3,817,260</u>
Net operating income	<u>648,384</u>	<u>565,740</u>	<u>(140,000)</u>	<u>-</u>	<u>425,740</u>
Non-Operating revenues (expenses):					
Interest earnings and other	182,187	78,000	-	-	78,000
Refund of prior year fees	(76,200)	-	-	-	-
Interest on debt, fiscal fees, & other	<u>(168,943)</u>	<u>(161,270)</u>	<u>-</u>	<u>-</u>	<u>(161,270)</u>
Net non-operating revenues (expenses)	<u>(62,956)</u>	<u>(83,270)</u>	<u>-</u>	<u>-</u>	<u>(83,270)</u>
Net income (excluding depreciation)	<u>\$ 585,428</u>	<u>\$ 482,470</u>	<u>\$ (140,000)</u>	<u>\$ -</u>	<u>\$ 342,470</u>
<b>CHANGES IN WORKING CAPITAL</b>					
Net income (excluding depreciation)	<u>\$ 585,428</u>	<u>\$ 482,470</u>	<u>\$ (140,000)</u>	<u>\$ -</u>	<u>\$ 342,470</u>
Sources (uses) of working capital:					
Bond Proceeds	-	-	-	-	-
Retirement of long-term debt	(215,000)	(225,000)	-	-	(225,000)
Other net additions to fixed assets	(1,561,856)	(1,411,500)	-	-	(1,411,500)
Net increase in other	<u>(7,509)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net sources (uses) of working capital	<u>(1,784,365)</u>	<u>(1,636,500)</u>	<u>-</u>	<u>-</u>	<u>(1,636,500)</u>
Net increase (decrease) in working capital	(1,198,937)	(1,154,030)	(140,000)	-	(1,294,030)
Beginning fund balance	<u>3,180,444</u>	<u>1,842,290</u>	<u>139,220</u>	<u>-</u>	<u>1,981,510</u>
Ending fund balance	<u>\$ 1,981,507</u>	<u>\$ 688,260</u>	<u>\$ (780)</u>	<u>\$ -</u>	<u>\$ 687,480</u>

**TOWN OF ADDISON**  
**UTILITY ENTERPRISE FUND**  
**STATEMENT OF INCOME AND CHANGES IN WORKING CAPITAL**  
*Amended 2006-07 Annual Budget*

	Actual 2005-06	Original Budget 2006-07	July Amendments	September Amendments	Amended Budget 2006-07
<b>INCOME STATEMENT</b>					
Operating revenues:					
Water sales	\$ 5,697,631	\$ 4,696,700	\$ -	\$ -	\$ 4,696,700
Sewer charges	5,022,161	4,555,800	-	-	4,555,800
Tap fees	6,300	5,000	-	-	5,000
Penalties	51,751	55,000	-	-	55,000
Total operating revenues	<u>10,777,843</u>	<u>9,312,500</u>	<u>-</u>	<u>-</u>	<u>9,312,500</u>
Operating expenses:					
Water purchases	2,562,592	2,594,200	-	-	2,594,200
Wastewater treatment	1,807,619	2,148,300	-	-	2,148,300
Utility operations	2,067,129	2,239,180	-	-	2,239,180
Total operating expenses	<u>6,437,340</u>	<u>6,981,680</u>	<u>-</u>	<u>-</u>	<u>6,981,680</u>
Net operating income	<u>4,340,503</u>	<u>2,330,820</u>	<u>-</u>	<u>-</u>	<u>2,330,820</u>
Non-Operating revenues (expenses):					
Interest earnings and other	233,547	100,000	-	-	100,000
Interest on debt, fiscal fees, & other	<u>(707,505)</u>	<u>(579,060)</u>	<u>-</u>	<u>-</u>	<u>(579,060)</u>
Net non-operating revenues (expenses)	<u>(473,958)</u>	<u>(479,060)</u>	<u>-</u>	<u>-</u>	<u>(479,060)</u>
Net income (excluding depreciation)	<u>\$ 3,866,545</u>	<u>\$ 1,851,760</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,851,760</u>
<b>CHANGES IN WORKING CAPITAL</b>					
Net income (excluding depreciation)	<u>\$ 3,866,545</u>	<u>\$ 1,851,760</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,851,760</u>
Sources (uses) of working capital:					
Retirement of long-term debt	(1,682,142)	(2,030,230)	-	-	(2,030,230)
Net additions to fixed assets	(225,635)	(980,400)	-	-	(980,400)
Net increase in other	<u>(39,207)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net sources (uses) of working capital	<u>(1,946,984)</u>	<u>(3,010,630)</u>	<u>-</u>	<u>-</u>	<u>(3,010,630)</u>
Net increase (decrease) in working capital	1,919,561	(1,158,870)	-	-	(1,158,870)
Beginning fund balance	<u>1,869,466</u>	<u>2,411,440</u>	<u>-</u>	<u>-</u>	<u>2,411,440</u>
Ending fund balance	<u>\$ 3,789,027</u>	<u>\$ 1,252,570</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,252,570</u>

**TOWN OF ADDISON**  
**INFORMATION TECHNOLOGY INTERNAL SERVICE FUND**  
**STATEMENT OF INCOME AND CHANGES IN WORKING CAPITAL**  
*Amended 2006-07 Annual Budget*

	Actual 2005-06	Original Budget 2006-07	July Amendments	September Amendments	Amended Budget 2006-07
<b>INCOME STATEMENT</b>					
Operating revenues:					
Department contributions:	\$ 413,730	\$ 419,520	\$ -	\$ -	\$ 419,520
Total operating revenues	<u>413,730</u>	<u>419,520</u>	<u>-</u>	<u>-</u>	<u>419,520</u>
Operating expenses:					
Contractual services	1,247	2,500	-	-	2,500
Total operating expenses	<u>1,247</u>	<u>2,500</u>	<u>-</u>	<u>-</u>	<u>2,500</u>
Net operating income	<u>412,483</u>	<u>417,020</u>	<u>-</u>	<u>-</u>	<u>417,020</u>
Non-operating Revenues:					
Interest earnings and other	89,420	40,000	-	-	40,000
Net non-operating revenues	<u>89,420</u>	<u>40,000</u>	<u>-</u>	<u>-</u>	<u>40,000</u>
Net income (excluding depreciation)	<u>\$ 501,903</u>	<u>\$ 457,020</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 457,020</u>
<b>CHANGES IN WORKING CAPITAL</b>					
Net income (excluding depreciation)	\$ 501,903	\$ 457,020	\$ -	\$ -	\$ 457,020
Sources (uses) of working capital:					
Capital hardware/software:					
General government	(2,950)	(235,000)	-	-	(235,000)
Public safety	<u>(53,497)</u>	<u>(230,000)</u>	<u>-</u>	<u>-</u>	<u>(230,000)</u>
Net sources (uses) of working capital	<u>(56,447)</u>	<u>(465,000)</u>	<u>-</u>	<u>-</u>	<u>(465,000)</u>
Net increase (decrease) in working capital	445,456	(7,980)	-	-	(7,980)
Beginning fund balance	1,686,008	2,060,240	71,220	-	2,131,460
Ending fund Balance	<u>\$ 2,131,464</u>	<u>\$ 2,052,260</u>	<u>\$ 71,220</u>	<u>\$ -</u>	<u>\$ 2,123,480</u>

**TOWN OF ADDISON**  
**CAPITAL REPLACEMENT INTERNAL SERVICE FUND**  
**STATEMENT OF INCOME AND CHANGES IN WORKING CAPITAL**  
*Amended 2006-07 Annual Budget*

	Actual 2005-06	Original Budget 2006-07	July Amendments	September Amendments	Amended Budget 2006-07
<b>INCOME STATEMENT</b>					
Operating revenues:					
Department contributions	\$ 692,622	\$ 667,820	\$ -	\$ -	\$ 667,820
Total operating revenues	<u>692,622</u>	<u>667,820</u>	<u>-</u>	<u>-</u>	<u>667,820</u>
Operating expenses:					
Other	1,248	2,500	-	-	2,500
Total operating expenses	<u>1,248</u>	<u>2,500</u>	<u>-</u>	<u>-</u>	<u>2,500</u>
Net operating income	<u>691,374</u>	<u>665,320</u>	<u>-</u>	<u>-</u>	<u>665,320</u>
Non-Operating revenues:					
Interest earnings and other	117,142	90,000	-	-	90,000
Proceeds from sale of assets	103,079	25,000	-	-	25,000
Net non-operating revenues	<u>220,221</u>	<u>115,000</u>	<u>-</u>	<u>-</u>	<u>115,000</u>
Net Income (Excluding depreciation)	<u>\$ 911,595</u>	<u>\$ 780,320</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 780,320</u>
<b>CHANGES IN WORKING CAPITAL</b>					
Net income (excluding depreciation)	<u>\$ 911,595</u>	<u>\$ 780,320</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 780,320</u>
Sources (uses) of working capital:					
Acquisition of capital equipment:					
General government	(26,805)	(250,000)	-	-	(250,000)
Public safety	(53,010)	(602,000)	-	-	(602,000)
Streets	(23,153)	-	-	-	-
Parks and recreation	(19,501)	(78,800)	-	-	(78,800)
Net source (use) of working capital	<u>(122,469)</u>	<u>(930,800)</u>	<u>-</u>	<u>-</u>	<u>(930,800)</u>
Net increase (decrease) in working capital	789,126	(150,480)	-	-	(150,480)
Beginning fund balance	2,113,480	2,884,640	17,970	-	2,902,610
Ending fund balance	<u>\$ 2,902,606</u>	<u>\$ 2,734,160</u>	<u>\$ 17,970</u>	<u>\$ -</u>	<u>\$ 2,752,130</u>

#R6

DATE SUBMITTED: September 5, 2007

FOR COUNCIL MEETING: September 11, 2007

**Council Agenda Item: #R6**

**SUMMARY:**

Presentation and discussion of the FY 2007-08 City Council's Draft budget.

**FINANCIAL IMPACT:**

There is no financial impact associated with holding a public hearing.

**BACKGROUND:**

Exhibits A-E provides a summary of the FY 2007-08 City Council's Draft budget. While the recommended budget presented on July 31, 2007 attempted to capture all expected future revenues and expenses in the coming year, new information has become available that necessitates a few changes. The changes to the City Manager's Recommended FY 2007-08 Budget are listed in detail in Exhibit E. Below is a table which summarizes the change in revenues and total appropriations between the City Manager's Recommended Budget and the City Council's Draft Budget.

	<b>City Manager's Recommended Budget</b>	<b>City Council's Draft Budget</b>	<b>Variance</b>
Revenues	\$58,122,910	\$57,791,310	(\$331,600)
Total Appropriations	\$62,672,380	\$62,665,130	(\$7,250)

The Council will vote on the FY 2007-08 budget at the regularly scheduled meeting on September 25, 2007. Other than minor modifications, staff does not anticipate the budget will need to be significantly revised prior to the vote on September 25<sup>th</sup>.

**RECOMMENDATION:**

It is recommended that the City Council hold a public hearing regarding the proposed Town of Addison's Annual Budget for the fiscal year beginning October 1, 2007 and ending September 30, 2008.

**TOWN OF ADDISON**  
**COMBINED SUMMARY OF REVENUES AND EXPENDITURES AND CHANGES IN FUND BALANCE**  
**ALL FUNDS SUBJECT TO APPROPRIATION**  
*City City Council Draft 2007-08 Annual Budget With Comparisons to 2006-07 Budget*

	General Fund	Special Revenue Funds		Debt Service Funds		Capital Project Funds			Proprietary Funds			TOTAL	
		Hotel	Combined Other	General	Occupancy Tax Revenue	Streets	Parks	Combined Bonds	Airport	Utility	Replacement	2007-08	2006-07
BEGINNING BALANCES	\$ 10,394,270	\$ 5,278,010	\$ 356,310	\$ 1,575,170	\$ 862,940	\$ 2,758,290	\$ 862,540	\$ 2,785,320	\$ 1,346,060	\$ 3,749,610	\$ 5,080,606	\$ 35,049,126	\$ 30,647,790
REVENUES:													
Ad valorem tax	10,271,690	-	-	4,627,410	-	-	-	-	-	-	-	14,899,100	14,037,100
Non-property taxes	11,699,300	5,400,000	-	-	-	-	-	-	-	-	-	17,099,300	15,821,320
Franchise fees	2,590,000	-	-	-	-	-	-	-	-	-	-	2,590,000	2,691,660
Licenses and permits	557,900	-	-	-	-	-	-	-	-	-	-	557,900	524,900
Intergovernmental	-	-	-	-	-	972,000	-	-	50,000	-	-	1,022,000	881,000
Service fees	1,266,850	1,456,000	-	-	-	-	-	-	1,010,000	9,831,800	1,155,860	14,720,510	13,753,110
Fines and penalties	1,143,000	-	45,000	-	-	-	-	-	-	55,000	-	1,243,000	993,000
Rental income	146,500	604,000	-	-	-	-	-	-	3,012,000	-	-	3,762,500	3,853,000
Interest & other income	610,000	250,000	52,000	75,000	45,000	100,000	-	95,000	175,000	200,000	295,000	1,897,000	1,199,200
TOTAL REVENUES	28,285,240	7,710,000	97,000	4,702,410	45,000	1,072,000	-	95,000	4,247,000	10,086,800	1,450,860	57,791,310	53,754,290
Transfers from other funds	-	-	-	-	700,000	-	-	-	-	-	-	700,000	706,710
TOTAL AVAILABLE RESOURCES	38,679,510	12,988,010	453,310	6,277,580	1,607,940	3,830,290	862,540	2,880,320	5,593,060	13,836,410	6,531,466	93,540,436	85,108,790
EXPENDITURES:													
General Government	6,961,920	-	22,990	-	-	-	-	-	-	-	45,000	7,029,910	6,175,380
Public Safety	14,675,620	-	70,000	-	-	-	-	-	-	-	382,000	15,127,620	14,383,430
Urban Development	942,310	-	-	-	-	-	-	-	-	-	56,000	998,310	783,720
Streets	1,952,640	-	-	-	-	-	-	-	-	-	25,000	1,977,640	1,689,200
Parks & Recreation	4,318,510	-	30,000	-	-	-	-	-	-	-	175,000	4,523,510	3,939,240
Tourism	-	6,769,230	-	-	-	-	-	-	-	-	-	6,769,230	6,050,050
Aviation	-	-	-	-	-	-	-	-	3,394,320	-	-	3,394,320	3,677,260
Utilities	-	-	-	-	-	-	-	-	-	7,047,730	-	7,047,730	6,981,680
Debt service	-	-	-	4,721,880	712,010	-	-	-	388,670	2,622,800	-	8,445,360	8,396,030
Capital projects	1,500,000	500,000	-	-	-	2,537,000	51,000	525,000	987,500	1,251,000	-	7,351,500	5,579,900
TOTAL EXPENDITURES	30,351,000	7,269,230	122,990	4,721,880	712,010	2,537,000	51,000	525,000	4,770,490	10,921,530	683,000	62,665,130	57,655,890
Transfers to other funds	-	700,000	-	-	-	-	-	-	-	-	-	700,000	706,710
ENDING FUND BALANCES	\$ 8,328,510	\$ 5,018,780	\$ 330,320	\$ 1,555,700	\$ 895,930	\$ 1,293,290	\$ 811,540	\$ 2,355,320	\$ 822,570	\$ 2,914,880	\$ 5,848,466	\$ 30,175,306	\$ 26,746,190

Total Revenues \$ 57,791,310  
Decrease in fund balance 4,873,820  
Total Appropriable funds \$ 62,665,130

Total Appropriations \$ 62,665,130

**TOWN OF ADDISON**  
**PROPERTY TAX DISTRIBUTION**  
**CALCULATIONS**  
*City Council Draft 2007-08 Budget*

<b>2007 CERTIFIED TAX ROLL &amp; LEVY:</b>			
Appraised Valuation (100%)			\$ 3,481,842,180
Rate Per \$100			<u>\$ 0.4337</u>
<b>TOTAL TAX LEVY</b>			<b>\$ 15,100,750</b>
Percent of Current Collection			<u>98.40%</u>
Estimated Current Tax Collections			<u>\$ 14,859,100</u>
<b>SUMMARY OF TAX COLLECTIONS:</b>			
Current Tax			\$ 14,859,100
Delinquent Tax			5,000
Penalty and Interest			<u>35,000</u>
<b>TOTAL 2007-08 TAX COLLECTIONS</b>			<u><u>\$ 14,899,100</u></u>
<b>PROPOSED DISTRIBUTION:</b>			
	<u>TAX</u> <u>RATE</u>	<u>% OF</u> <u>TOTAL</u>	<u>AMOUNT</u>
General Fund:			
Current Tax			\$ 10,244,110
Delinquent Tax			3,450
Penalty and Interest			<u>24,130</u>
Total General Fund	\$0.2990	68.94%	<u>10,271,690</u>
Debt Service Fund:			
Current Tax			4,614,990
Delinquent Tax			1,550
Penalty and Interest			<u>10,870</u>
Total Debt Service Fund	<u>\$0.1347</u>	<u>31.06%</u>	<u>4,627,410</u>
<b>TOTAL DISTRIBUTION</b>	<u><b>\$0.4337</b></u>	<u><b>100.00%</b></u>	<u><b>\$ 14,899,100</b></u>

**TOWN OF ADDISON**  
**BUDGETED DEPARTMENTAL STAFFING SUMMARY**

*City Council Draft 2007-08 Annual Budget*

	Fiscal Years Ending September 30					Difference 07-08
	2004	2005	2006	2007	2008	
General fund:						
City Manager	10.0	10.0	10.0	8.5	8.5	-
Financial & Strategic Services	12.0	12.0	11.0	10.0	10.0	-
General Services	9.0	9.0	9.0	9.0	10.0	1.0
Municipal Court	4.7	4.7	4.7	4.7	4.7	-
Human Resources	4.3	4.7	4.7	4.7	4.7	-
Information Technology	6.0	6.0	6.0	6.0	6.0	-
Police	84.8	83.8	81.8	68.3	69.3	1.0
Emergency Communications	-	-	-	12.5	12.5	-
Fire	55.0	55.0	55.0	55.0	55.0	-
Development Services	6.0	6.0	6.0	7.0	7.0	-
Streets	6.0	6.0	6.0	7.0	7.0	-
Parks	20.0	20.0	20.0	20.0	20.0	-
Recreation	17.9	17.9	17.2	15.2	15.2	-
Total General fund	235.7	235.1	231.4	227.9	229.9	2.0
Hotel Fund	14.5	13.5	14.5	14.0	14.0	-
Airport Fund	2.0	2.0	2.0	2.0	2.0	-
Utilities	18.0	18.0	18.0	17.0	17.0	-
<b>TOTAL ALL FUNDS</b>	<b>270.2</b>	<b>268.6</b>	<b>265.9</b>	<b>260.9</b>	<b>262.9</b>	<b>2.0</b>

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

**TOWN OF ADDISON**  
**GENERAL FUND**  
**SCHEDULE OF REVENUES BY SOURCE**  
*City Council Draft 2007-08 Annual Budget*

	Actual 2005-06	Budget 2006-07	City Mgr. Rec. Budget 2007-08	Changes to City Mgr. Rec. Budget 2007-08	City Council Draft Budget 2007-08
Ad valorem taxes:					
Current taxes	\$ 8,484,631	\$ 9,374,970	\$ 9,870,660	\$ 373,450	\$ 10,244,110
Delinquent taxes	15,128	10,050	3,390	60	3,450
Penalty & interest	46,763	23,460	23,710	420	24,130
Non-property taxes:					
Sales tax	9,941,386	10,221,820	10,732,900	-	10,732,900
Alcoholic beverage tax	966,366	927,000	966,400	-	966,400
Franchise / right-of-way use fees:					
Electric franchise	1,563,239	1,668,010	1,600,000	-	1,600,000
Gas franchise	241,378	225,000	225,000	-	225,000
Telecommunication access fees	720,807	665,000	631,800	-	631,800
Cable franchise	130,128	110,650	110,700	-	110,700
Sanitation	7,236	8,000	-	-	-
Wireless network fees	-	-	15,000	-	15,000
Street rental fees	18,475	15,000	7,500	-	7,500
Licenses and permits:					
Business licenses and permits	159,589	149,570	146,800	-	146,800
Building and construction permits	491,819	375,330	411,100	-	411,100
Intergovernmental revenue					
Homeland Security Grant	-	-	-	-	-
Service fees:					
General government	76,952	900	600	-	600
Public safety	767,114	690,460	724,700	-	724,700
Urban development	8,840	4,690	4,600	-	4,600
Streets and sanitation	206,134	271,250	296,900	-	296,900
Recreation	71,253	68,960	58,400	-	58,400
Interfund	166,400	165,010	181,650	-	181,650
Court fines	1,071,624	893,000	1,143,000	-	1,143,000
Interest earnings	378,492	340,000	561,000	-	561,000
Rental income	122,622	144,000	146,500	-	146,500
Other	178,968	37,500	49,000	-	49,000
<b>TOTAL REVENUES</b>	<b>\$ 25,835,344</b>	<b>\$ 26,389,630</b>	<b>\$ 27,911,310</b>	<b>\$ 373,930</b>	<b>\$ 28,285,240</b>

**TOWN OF ADDISON**  
**GENERAL FUND**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE**  
*City Council Draft 2007-08 Annual Budget*

	Actual 2005-06	Budget 2006-07	City Mgr. Rec. Budget 2007-08	Changes to City Mgr. Rec. Budget 2007-08	City Council Draft Budget 2007-08
BEGINNING BALANCE	\$ 7,050,505	\$ 7,715,900	\$ 10,394,270	\$ -	\$ 10,394,270
REVENUES:					
Ad valorem taxes	8,546,522	9,408,480	9,897,760	373,930	10,271,690
Non-property taxes	10,907,752	11,148,820	11,699,300	-	11,699,300
Franchise fees	2,681,263	2,691,660	2,590,000	-	2,590,000
Licenses and permits	651,408	524,900	557,900	-	557,900
Intergovernmental	-	-	-	-	-
Service fees	1,296,693	1,201,270	1,266,850	-	1,266,850
Fines and penalties	1,071,624	893,000	1,143,000	-	1,143,000
Interest earnings	378,492	340,000	561,000	-	561,000
Rental income	122,622	144,000	146,500	-	146,500
Other	178,968	37,500	49,000	-	49,000
TOTAL REVENUES	<u>25,835,344</u>	<u>26,389,630</u>	<u>27,911,310</u>	<u>373,930</u>	<u>28,285,240</u>
TOTAL RESOURCES AVAILABLE	<u>32,885,849</u>	<u>34,105,530</u>	<u>38,305,580</u>	<u>373,930</u>	<u>38,679,510</u>
EXPENDITURES:					
General Government:					
City Manager	1,282,061	1,118,180	1,378,270	(7,560)	1,370,710
Financial and Strategic Services	1,006,195	961,610	1,046,700	(8,750)	1,037,950
General Services	800,035	753,070	936,820	(980)	935,840
Municipal Court	407,657	425,620	461,620	(3,090)	458,530
Human Resources	360,248	387,470	439,750	14,210	453,960
Information Technology	1,038,049	1,104,710	1,574,520	3,480	1,578,000
Combined Services	819,621	645,550	765,340	72,210	837,550
Council Projects	425,124	274,180	269,420	19,960	289,380
Public Safety:					
Police	7,204,431	6,864,820	7,520,050	(59,980)	7,460,070
Emergency Communications	-	942,490	1,071,510	(9,300)	1,062,210
Fire	5,493,330	5,674,120	6,203,640	(50,300)	6,153,340
Development Services	563,271	783,720	873,980	68,330	942,310
Streets	1,421,464	1,689,200	1,870,600	82,040	1,952,640
Parks and Recreation:					
Parks	2,372,595	2,571,550	2,513,380	132,110	2,645,490
Recreation	1,253,588	1,282,890	1,680,380	(7,360)	1,673,020
TOTAL EXPENDITURES	<u>24,447,669</u>	<u>25,479,180</u>	<u>28,605,980</u>	<u>245,020</u>	<u>28,851,000</u>
OTHER FINANCING SOURCES (USES):					
Transfer to parks capital project fund	(263,000)	-	-	-	-
Parking lot long-term lease	-	-	(1,500,000)	-	(1,500,000)
ENDING FUND BALANCE	<u>\$ 8,175,180</u>	<u>\$ 8,626,350</u>	<u>\$ 8,199,600</u>	<u>\$ 128,910</u>	<u>\$ 8,328,510</u>

**TOWN OF ADDISON**  
**HOTEL SPECIAL REVENUE FUND**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE**  
*City Council Draft 2007-08 Annual Budget*

	Actual 2005-06	Budget 2006-07	City Mgr. Rec. Budget 2007-08	Changes to City Mgr. Rec. Budget 2007-08	City Council Draft Budget 2007-08
BEGINNING BALANCE	\$ 4,617,539	\$ 4,206,050	\$ 5,278,010	-	\$ 5,278,010
REVENUES:					
Hotel/Motel occupancy taxes	4,679,099	4,672,500	5,400,000	-	5,400,000
Intergovernmental	-	99,000	-	-	-
Proceeds from special events	1,117,761	1,122,000	1,456,000	-	1,456,000
Conference centre rental	454,948	500,000	516,000	-	516,000
Theatre centre rental	79,418	81,000	88,000	-	88,000
Interest earnings and other	208,408	168,700	250,000	-	250,000
TOTAL REVENUES	<u>6,539,634</u>	<u>6,643,200</u>	<u>7,710,000</u>	<u>-</u>	<u>7,710,000</u>
TOTAL AVAILABLE RESOURCES	<u>11,157,173</u>	<u>10,849,250</u>	<u>12,988,010</u>	<u>-</u>	<u>12,988,010</u>
EXPENDITURES:					
Visitor services administration	718,449	829,920	1,006,900	98,430	1,105,330
Marketing	994,054	1,077,440	1,166,480	50,000	1,216,480
Special events	2,469,938	2,561,760	2,703,220	(46,030)	2,657,190
Conference centre	1,118,079	955,150	1,106,540	(6,550)	1,099,990
Performing arts	500,884	625,780	593,280	96,960	690,240
Capital projects	10,829	-	500,000	-	500,000
TOTAL EXPENDITURES	<u>5,812,233</u>	<u>6,050,050</u>	<u>7,076,420</u>	<u>192,810</u>	<u>7,269,230</u>
OTHER FINANCING SOURCES (USES):					
Transfer to debt service fund	(705,890)	(706,710)	(700,000)	-	(700,000)
ENDING FUND BALANCE	<u>\$ 4,639,050</u>	<u>\$ 4,092,490</u>	<u>\$ 5,211,590</u>	<u>\$ (192,810)</u>	<u>\$ 5,018,780</u>

**TOWN OF ADDISON**  
**PUBLIC SAFETY SPECIAL REVENUE FUND**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE**  
*City Council Draft 2007-08 Annual Budget*

	Actual 2005-06	Budget 2006-07	City Mgr. Rec. Budget 2007-08	Changes to City Mgr. Rec. Budget 2007-08	City Council Draft Budget 2007-08
BEGINNING BALANCE	\$ 38,154	\$ 85,150	\$ 89,420	\$ -	\$ 89,420
REVENUES:					
Court awards	62,767	5,000	3,000	-	3,000
Interest earnings and other	3,622	1,000	4,500	-	4,500
TOTAL REVENUES	<u>66,389</u>	<u>6,000</u>	<u>7,500</u>	<u>-</u>	<u>7,500</u>
TOTAL AVAILABLE RESOURCES	<u>104,543</u>	<u>91,150</u>	<u>96,920</u>	<u>-</u>	<u>96,920</u>
EXPENDITURES:					
Supplies	-	5,000	5,000	-	5,000
Contractual services	2,620	15,000	15,000	-	15,000
Capital Equipment	-	50,000	50,000	-	50,000
TOTAL EXPENDITURES	<u>2,620</u>	<u>70,000</u>	<u>70,000</u>	<u>-</u>	<u>70,000</u>
ENDING BALANCE	<u>\$ 101,923</u>	<u>\$ 21,150</u>	<u>\$ 26,920</u>	<u>\$ -</u>	<u>\$ 26,920</u>

**TOWN OF ADDISON**  
**MUNICIPAL COURT SPECIAL REVENUE FUND**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE**  
*City Council Draft 2007-08 Annual Budget*

	Actual 2005-06	Budget 2006-07	City Mgr. Rec. Budget 2007-08	Changes to City Mgr. Rec. Budget 2007-08	City Council Draft Budget 2007-08
BEGINNING BALANCE	\$ 86,517	\$ 100,500	\$ 145,560	\$ -	\$ 145,560
REVENUES:					
Court security fees	22,183	20,000	20,000	-	20,000
Court technology fees	28,519	25,000	25,000	-	25,000
Interest earnings and other	14,147	7,000	10,000	-	10,000
TOTAL REVENUES	<u>64,849</u>	<u>52,000</u>	<u>55,000</u>	<u>-</u>	<u>55,000</u>
TOTAL AVAILABLE RESOURCES	<u>151,366</u>	<u>152,500</u>	<u>200,560</u>	<u>-</u>	<u>200,560</u>
EXPENDITURES:					
Personal services	15,458	8,990	8,990	-	8,990
Supplies	4,603	4,000	4,000	-	4,000
Contractual Services	-	2,000	2,000	-	2,000
Capital outlay	24,753	-	8,000	-	8,000
TOTAL EXPENDITURES	<u>44,814</u>	<u>14,990</u>	<u>22,990</u>	<u>-</u>	<u>22,990</u>
ENDING BALANCE	<u>\$ 106,552</u>	<u>\$ 137,510</u>	<u>\$ 177,570</u>	<u>\$ -</u>	<u>\$ 177,570</u>

**TOWN OF ADDISON**  
**ARBOR SPECIAL REVENUE FUND**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE**  
*City Council Draft 2007-08 Annual Budget*

	Actual 2005-06	Budget 2006-07	City Mgr. Rec. Budget 2007-08	Changes to City Mgr. Rec. Budget 2007-08	City Council Draft Budget 2007-08
BEGINNING BALANCE	\$ 87,337	\$ 83,900	\$ 121,330	\$ -	\$ 121,330
REVENUES:					
Recycling proceeds	29,311	20,000	25,000	-	25,000
Contributions	10,115	5,000	6,000	-	6,000
Interest earnings and other	3,808	2,000	3,500	-	3,500
TOTAL REVENUES	<u>43,234</u>	<u>27,000</u>	<u>34,500</u>	<u>-</u>	<u>34,500</u>
TOTAL AVAILABLE RESOURCES	<u>130,571</u>	<u>110,900</u>	<u>155,830</u>	<u>-</u>	<u>155,830</u>
EXPENDITURES:					
Maintenance and materials	37,540	6,000	30,000	-	30,000
Contractual services	8,196	-	-	-	-
TOTAL EXPENDITURES	<u>45,736</u>	<u>6,000</u>	<u>30,000</u>	<u>-</u>	<u>30,000</u>
ENDING BALANCE	<u>\$ 84,835</u>	<u>\$ 104,900</u>	<u>\$ 125,830</u>	<u>\$ -</u>	<u>\$ 125,830</u>

**GENERAL OBLIGATION DEBT SERVICE FUND**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE**  
*City Council Draft 2007-08 Annual Budget*

	Actual 2005-06	Budget 2006-07	City Mgr. Rec. Budget 2007-08	Changes to City Mgr. Rec. Budget 2007-08	City Council Draft Budget 2007-08
BEGINNING BALANCE	\$ 1,401,992	\$ 1,577,300	\$ 1,575,170	\$ -	\$ 1,575,170
REVENUES:					
Ad valorem taxes	4,747,185	4,628,620	4,713,540	(86,130)	4,627,410
Interest earnings and other	99,503	70,000	75,000	-	75,000
TOTAL REVENUES	<u>4,846,688</u>	<u>4,698,620</u>	<u>4,788,540</u>	<u>(86,130)</u>	<u>4,702,410</u>
TOTAL AVAILABLE RESOURCES	<u>6,248,680</u>	<u>6,275,920</u>	<u>6,363,710</u>	<u>(86,130)</u>	<u>6,277,580</u>
EXPENDITURES:					
Debt Service - Principal	3,105,000	3,255,000	3,419,770	-	3,419,770
Debt Service - Interest	1,505,998	1,428,260	1,292,110	-	1,292,110
Fiscal fees	114,666	10,000	10,000	-	10,000
TOTAL EXPENDITURES	<u>4,725,664</u>	<u>4,693,260</u>	<u>4,721,880</u>	<u>-</u>	<u>4,721,880</u>
OTHER FINANCING SOURCES (USES)					
Proceeds from refunding bonds issued	6,355,000	-	-	-	-
Payment to refunded bond escrow agent	(6,228,588)	-	-	-	-
TOTAL OTHER FINANCING (USES)	<u>126,412</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
ENDING BALANCE	<u>\$ 1,649,428</u>	<u>\$ 1,582,660</u>	<u>\$ 1,641,830</u>	<u>\$ (86,130)</u>	<u>\$ 1,555,700</u>

**TOWN OF ADDISON**  
**OCCUPANCY TAX DEBT SERVICE FUND**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE**  
*City Council Draft 2007-08 Annual Budget*

	Actual 2005-06	Budget 2006-07	City Mgr. Rec. Budget 2007-08	Changes to City Mgr. Rec. Budget 2007-08	City Council Draft Budget 2007-08
BEGINNING BALANCE	\$ 778,627	\$ 799,130	\$ 862,940	\$ -	\$ 862,940
REVENUES:					
Interest earnings	32,607	20,000	45,000	-	45,000
TOTAL REVENUES	<u>32,607</u>	<u>20,000</u>	<u>45,000</u>	<u>-</u>	<u>45,000</u>
TOTAL AVAILABLE RESOURCES	<u>811,234</u>	<u>819,130</u>	<u>907,940</u>	<u>-</u>	<u>907,940</u>
EXPENDITURES:					
Debt Service - Principal	465,000	480,000	500,000	-	500,000
Debt Service - Interest	241,188	226,710	212,010	-	212,010
Fiscal fees	-	500	-	-	-
TOTAL EXPENDITURES	<u>706,188</u>	<u>707,210</u>	<u>712,010</u>	<u>-</u>	<u>712,010</u>
OTHER FINANCING SOURCES (USES):					
Transfer from Hotel fund	705,890	706,710	700,000	-	700,000
TOTAL OTHER FINANCING (USES)	<u>705,890</u>	<u>706,710</u>	<u>700,000</u>	<u>-</u>	<u>700,000</u>
ENDING BALANCE	<u><u>\$ 810,936</u></u>	<u><u>\$ 818,630</u></u>	<u><u>\$ 895,930</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 895,930</u></u>

**TOWN OF ADDISON**  
**STREET CAPITAL PROJECT FUND**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE**  
*City Council Draft 2007-08 Annual Budget*

	Actual 2005-06	Budget 2006-07	City Mgr. Rec. Budget 2007-08	Changes to City Mgr. Rec. Budget 2007-08	City Council Draft Budget 2007-08
BEGINNING BALANCE	\$ 3,844,051	\$ 3,965,050	\$ 2,758,290	\$ -	\$ 2,758,290
REVENUES:					
Intergovernmental grants	-	752,000	972,000	-	972,000
Interest earnings and other	183,846	10,000	100,000	-	100,000
TOTAL REVENUES	<u>183,846</u>	<u>852,000</u>	<u>1,072,000</u>	<u>-</u>	<u>1,072,000</u>
 TOTAL AVAILABLE RESOURCES	 <u>4,027,897</u>	 <u>4,817,050</u>	 <u>3,830,290</u>	 <u>-</u>	 <u>3,830,290</u>
EXPENDITURES:					
Personal services	21,145	8,000	8,000	-	8,000
Engineering and contractual services	17,463	45,000	15,000	-	15,000
Construction and equipment	-	2,910,000	2,514,000	-	2,514,000
TOTAL EXPENDITURES	<u>38,608</u>	<u>2,963,000</u>	<u>2,537,000</u>	<u>-</u>	<u>2,537,000</u>
ENDING BALANCE	<u>\$ 3,989,289</u>	<u>\$ 1,854,050</u>	<u>\$ 1,293,290</u>	<u>\$ -</u>	<u>\$ 1,293,290</u>

**TOWN OF ADDISON**  
**PARKS CAPITAL PROJECT FUND**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE**  
*City Council Draft 2007-08 Annual Budget*

	Actual 2005-06	Budget 2006-07	City Mgr. Rec. Budget 2007-08	Changes to City Mgr. Rec. Budget 2007-08	City Council Draft Budget 2007-08
BEGINNING BALANCE	\$ 411,016	\$ 629,290	\$ 862,540	\$ -	\$ 862,540
REVENUES:					
Interest earnings and other	28,167	20,000	-	-	-
Developer contributions	-	-	-	-	-
TOTAL REVENUES	<u>28,167</u>	<u>20,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL AVAILABLE RESOURCES	<u>439,183</u>	<u>649,290</u>	<u>862,540</u>	<u>-</u>	<u>862,540</u>
EXPENDITURES:					
Administration:					
Personal services	1,252	-	1,000	-	1,000
Engineering, and contractual services	25,408	-	50,000	-	50,000
Construction and equipment	35,230	-	-	-	-
TOTAL EXPENDITURES	<u>61,890</u>	<u>-</u>	<u>51,000</u>	<u>-</u>	<u>51,000</u>
OTHER FINANCING SOURCES (USES):					
Transfer from General fund	-	-	-	-	-
Transfer from street capital project fund	263,000	-	-	-	-
TOTAL OTHER FINANCING (USES)	<u>263,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
ENDING BALANCE	<u>\$ 640,293</u>	<u>\$ 649,290</u>	<u>\$ 811,540</u>	<u>\$ -</u>	<u>\$ 811,540</u>

**TOWN OF ADDISON**  
**2000 CAPITAL PROJECT FUND**  
**STATEMENT OF REVENUES AND EXPENDITURES**  
*City Council Draft 2007-08 Annual Budget*

	Actual 2005-06	Budget 2006-07	City Mgr. Rec. Budget 2007-08	Changes to City Mgr. Rec. Budget 2007-08	City Council Draft Budget 2007-08
BEGINNING BALANCE	\$ 70,114	\$ -	\$ -	\$ -	\$ -
REVENUES:					
Interest earnings and other	765	-	-	-	-
TOTAL REVENUES	765	-	-	-	-
TOTAL AVAILABLE RESOURCES	70,879	-	-	-	-
EXPENDITURES:					
Personal services	353	-	-	-	-
Engineering and contractual services	70,526	-	-	-	-
Construction and equipment	-	-	-	-	-
TOTAL EXPENDITURES	70,879	-	-	-	-
ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**TOWN OF ADDISON**  
**2002 CAPITAL PROJECT FUND**  
**STATEMENT OF REVENUES AND EXPENDITURES**  
*City Council Draft 2007-08 Annual Budget*

	Actual 2005-06	Budget 2006-07	City Mgr. Rec. Budget 2007-08	Changes to City Mgr. Rec. Budget 2007-08	City Council Draft Budget 2007-08
BEGINNING BALANCE	\$ 2,316,150	\$ 1,986,930	\$ 2,052,130	\$ -	\$ 2,052,130
REVENUES:					
Intergovernmental grants	-	-	-	-	-
Interest earnings and other	100,547	60,000	60,000	-	60,000
TOTAL REVENUES	100,547	60,000	60,000	-	60,000
TOTAL AVAILABLE RESOURCES	2,416,697	2,046,930	2,112,130	-	2,112,130
EXPENDITURES:					
Personal services	27,309	25,000	25,000	-	25,000
Engineering and contractual services	241,207	200,000	430,000	-	430,000
Construction and equipment	-	-	-	-	-
TOTAL EXPENDITURES	268,516	225,000	455,000	-	455,000
ENDING FUND BALANCE	<u>\$ 2,148,181</u>	<u>\$ 1,821,930</u>	<u>\$ 1,657,130</u>	<u>\$ -</u>	<u>\$ 1,657,130</u>

**TOWN OF ADDISON**  
**2004 CAPITAL PROJECT FUND**  
**STATEMENT OF REVENUES AND EXPENDITURES**  
*City Council Draft 2007-08 Annual Budget*

	Actual 2005-06	Budget 2006-07	City Mgr. Rec. Budget 2007-08	Changes to City Mgr. Rec. Budget 2007-08	City Council Draft Budget 2007-08
BEGINNING BALANCE	\$ 2,582,984	\$ 299,980	\$ 408,290	\$ -	\$ 408,290
REVENUES:					
Intergovernmental grants	1,440,734	-	-	-	-
Interest earnings and other	59,971	10,000	20,000	-	20,000
TOTAL REVENUES	<u>1,500,705</u>	<u>10,000</u>	<u>20,000</u>	<u>-</u>	<u>20,000</u>
TOTAL AVAILABLE RESOURCES	<u>4,083,689</u>	<u>309,980</u>	<u>428,290</u>	<u>-</u>	<u>428,290</u>
EXPENDITURES:					
Personal services	325	-	-	-	-
Engineering and contractual services	89,311	-	70,000	-	70,000
Construction and equipment	3,597,286	-	-	-	-
TOTAL EXPENDITURES	<u>3,686,922</u>	<u>-</u>	<u>70,000</u>	<u>-</u>	<u>70,000</u>
ENDING FUND BALANCE	<u>\$ 396,767</u>	<u>\$ 309,980</u>	<u>\$ 358,290</u>	<u>\$ -</u>	<u>\$ 358,290</u>

**TOWN OF ADDISON**  
**2006 CAPITAL PROJECT FUND**  
**STATEMENT OF REVENUES AND EXPENDITURES**  
*City Council Draft 2007-08 Annual Budget*

	Actual 2005-06	Budget 2006-07	City Mgr. Rec. Budget 2007-08	Changes to City Mgr. Rec. Budget 2007-08	City Council Draft Budget 2007-08
BEGINNING BALANCE	\$ -	\$ -	\$ 324,900	\$ -	\$ 324,900
REVENUES:					
Interest earnings and other	40,064	-	15,000	-	15,000
TOTAL REVENUES	40,064	-	15,000	-	15,000
TOTAL AVAILABLE RESOURCES	40,064	-	339,900	-	339,900
EXPENDITURES:					
Personal services	77	-	-	-	-
Engineering and contractual services	8,355	-	-	-	-
Construction and equipment	1,152,735	-	-	-	-
TOTAL EXPENDITURES	1,161,167	-	-	-	-
OTHER FINANCING SOURCES (USES)					
Bond Proceeds	1,500,000	-	-	-	-
TOTAL OTHER FINANCING (USES)	1,500,000	-	-	-	-
ENDING FUND BALANCE	\$ 378,897	\$ -	\$ 339,900	\$ -	\$ 339,900

**TOWN OF ADDISON**  
**AIRPORT ENTERPRISE FUND**  
**STATEMENT OF INCOME AND CHANGES IN WORKING CAPITAL**  
*City Council Draft 2007-08 Annual Budget*

	Actual 2005-06	Budget 2006-07	City Mgr. Rec. Budget 2007-08	Changes to City Mgr. Rec. Budget 2007-08	City Council Draft Budget 2007-08
<b>INCOME STATEMENT</b>					
Operating revenues:					
Operating grants	30,000	\$ 30,000	\$ 50,000	\$ -	\$ 50,000
Fuel flowage fees	1,025,291	1,050,000	975,000	-	975,000
Rental	3,002,820	3,128,000	3,186,000	(174,000)	3,012,000
User fees	30,416	35,000	35,000	-	35,000
Total operating revenues	<u>4,088,527</u>	<u>4,243,000</u>	<u>4,246,000</u>	<u>(174,000)</u>	<u>4,072,000</u>
Operating expenses:					
Town - Personal services	255,466	284,830	285,660	(2,050)	283,610
Town - Supplies	10,833	22,300	23,800	-	23,800
Town - Maintenance	24,320	26,250	26,970	-	26,970
Town - Contractual services	524,395	431,850	526,620	-	526,620
Grant - Maintenance	-	60,000	100,000	-	100,000
Operator - Operations & Maintenance	1,682,481	1,867,330	1,825,640	(336,920)	1,488,720
Operator - Service Contract	942,648	984,700	981,200	(36,600)	944,600
Total operating expenses	<u>3,440,143</u>	<u>3,677,260</u>	<u>3,769,890</u>	<u>(375,570)</u>	<u>3,394,320</u>
Net operating income	<u>648,384</u>	<u>565,740</u>	<u>476,110</u>	<u>201,570</u>	<u>677,680</u>
Non-Operating revenues (expenses):					
Interest earnings and other	182,187	78,000	175,000	-	175,000
Refund of prior year fees	(76,200)	-	-	-	-
Interest on debt, fiscal fees, & other	(168,943)	(161,270)	(153,670)	-	(153,670)
Net non-operating revenues (expenses)	<u>(62,956)</u>	<u>(83,270)</u>	<u>21,330</u>	<u>-</u>	<u>21,330</u>
Net income (excluding depreciation)	<u>\$ 585,428</u>	<u>\$ 482,470</u>	<u>\$ 497,440</u>	<u>\$ 201,570</u>	<u>\$ 699,010</u>
<b>CHANGES IN WORKING CAPITAL</b>					
Net income (excluding depreciation)	<u>\$ 585,428</u>	<u>\$ 482,470</u>	<u>\$ 497,440</u>	<u>\$ 201,570</u>	<u>\$ 699,010</u>
Sources (uses) of working capital:					
Retirement of long-term debt	(215,000)	(225,000)	(235,000)	-	(235,000)
Net additions to fixed assets with grants	(1,561,856)	-	(200,000)	-	(200,000)
Other net additions to fixed assets	(7,509)	(1,411,500)	(857,500)	70,000	(787,500)
Net sources (uses) of working capital	<u>(1,784,365)</u>	<u>(1,636,500)</u>	<u>(1,292,500)</u>	<u>70,000</u>	<u>(1,222,500)</u>
Net increase (decrease) in working capital	(1,198,937)	(1,154,030)	(795,060)	271,570	(523,490)
Beginning fund balance	<u>3,180,444</u>	<u>1,842,290</u>	<u>1,632,260</u>	<u>(286,200)</u>	<u>1,346,060</u>
Ending fund balance	<u>\$ 1,981,507</u>	<u>\$ 688,260</u>	<u>\$ 837,200</u>	<u>\$ (14,630)</u>	<u>\$ 822,570</u>

**TOWN OF ADDISON**  
**UTILITY ENTERPRISE FUND**  
**STATEMENT OF INCOME AND CHANGES IN WORKING CAPITAL**  
*City Council Draft 2007-08 Annual Budget*

	Actual 2005-06	Budget 2006-07	City Mgr. Rec. Budget 2007-08	Changes to City Mgr. Rec. Budget 2007-08	City Council Draft Budget 2007-08
<b>INCOME STATEMENT</b>					
Operating revenues:					
Water sales	\$ 5,697,631	\$ 4,696,700	\$ 5,172,200	\$ (445,400)	\$ 4,726,800
Sewer charges	5,022,160	4,555,800	5,100,000	-	5,100,000
Tap fees	6,300	5,000	5,000	-	5,000
Penalties	51,752	55,000	55,000	-	55,000
Total operating revenues	<u>10,777,843</u>	<u>9,312,500</u>	<u>10,332,200</u>	<u>(445,400)</u>	<u>9,886,800</u>
Operating expenses:					
Water purchases	2,562,592	2,594,200	2,500,300	-	2,500,300
Wastewater treatment	1,807,619	2,148,300	1,951,200	-	1,951,200
Utility operations	2,067,129	2,239,180	2,595,740	490	2,596,230
Total operating expenses	<u>6,437,340</u>	<u>6,981,680</u>	<u>7,047,240</u>	<u>490</u>	<u>7,047,730</u>
Net operating income	<u>4,340,503</u>	<u>2,330,820</u>	<u>3,284,960</u>	<u>(445,890)</u>	<u>2,839,070</u>
Non-Operating revenues (expenses):					
Interest earnings and other	233,547	100,000	200,000	-	200,000
Interest on debt, fiscal fees, & other	(707,505)	(579,060)	(512,800)	-	(512,800)
Net non-operating revenues (expenses)	<u>(473,958)</u>	<u>(479,060)</u>	<u>(312,800)</u>	<u>-</u>	<u>(312,800)</u>
Net income (excluding depreciation)	<u>\$ 3,866,545</u>	<u>\$ 1,851,760</u>	<u>\$ 2,972,160</u>	<u>\$ (445,890)</u>	<u>\$ 2,526,270</u>
<b>CHANGES IN WORKING CAPITAL</b>					
Net income (excluding depreciation)	<u>\$ 3,866,545</u>	<u>\$ 1,851,760</u>	<u>\$ 2,972,160</u>	<u>\$ (445,890)</u>	<u>\$ 2,526,270</u>
Sources (uses) of working capital:					
Retirement of long-term debt	(1,682,142)	(2,030,230)	(2,110,000)	-	(2,110,000)
Net additions to fixed assets	(225,635)	(980,400)	(1,251,000)	-	(1,251,000)
Net increase in other	(39,207)	-	-	-	-
Net sources (uses) of working capital	<u>(1,946,984)</u>	<u>(3,010,630)</u>	<u>(3,361,000)</u>	<u>-</u>	<u>(3,361,000)</u>
Net increase (decrease) in working capital	1,919,561	(1,158,870)	(388,840)	(445,890)	(834,730)
Beginning fund balance	<u>1,869,466</u>	<u>2,411,440</u>	<u>4,474,810</u>	<u>(725,200)</u>	<u>3,749,610</u>
Ending fund balance	<u>\$ 3,789,027</u>	<u>\$ 1,252,570</u>	<u>\$ 4,085,970</u>	<u>\$ (1,171,090)</u>	<u>\$ 2,914,880</u>

**TOWN OF ADDISON**  
**INFORMATION TECHNOLOGY INTERNAL SERVICE FUND**  
**STATEMENT OF INCOME AND CHANGES IN WORKING CAPITAL**  
*City Council Draft 2007-08 Annual Budget*

	Actual 2005-06	Budget 2006-07	City Mgr. Rec. Budget 2007-08	Changes to City Mgr. Rec. Budget 2007-08	City Council Draft Budget 2007-08
<b>INCOME STATEMENT</b>					
Operating revenues:					
Department contributions:	\$ 413,730	\$ 419,520	\$ 435,070	\$ -	\$ 435,070
Total operating revenues	<u>413,730</u>	<u>419,520</u>	<u>435,070</u>	<u>-</u>	<u>435,070</u>
Operating expenses:					
Contractual services	1,247	2,500	2,500	-	2,500
Total operating expenses	<u>1,247</u>	<u>2,500</u>	<u>2,500</u>	<u>-</u>	<u>2,500</u>
Net operating income	<u>412,483</u>	<u>417,020</u>	<u>432,570</u>	<u>-</u>	<u>432,570</u>
Non-operating Revenues:					
Interest earnings and other	89,420	40,000	100,000	-	100,000
Net non-operating revenues	<u>89,420</u>	<u>40,000</u>	<u>100,000</u>	<u>-</u>	<u>100,000</u>
Net income (exclucing depreciation)	<u>\$ 501,903</u>	<u>\$ 457,020</u>	<u>\$ 532,570</u>	<u>\$ -</u>	<u>\$ 532,570</u>
<b>CHANGES IN WORKING CAPITAL</b>					
Net income (exclucing depreciation)	\$ 501,903	\$ 457,020	\$ 532,570	\$ -	\$ 532,570
Sources (uses) of working capital:					
Capital hardware/software:					
General government	(2,950)	(235,000)	-	-	-
Public safety	(53,497)	(230,000)	(100,000)	-	(100,000)
Net sources (uses) of working capital	<u>(56,447)</u>	<u>(465,000)</u>	<u>(100,000)</u>	<u>-</u>	<u>(100,000)</u>
Net increase (decrease) in working capital	445,456	(7,980)	432,570	-	432,570
Beginning fund balance	1,686,008	2,060,240	2,283,480	-	2,283,480
Ending fund Balance	<u>\$ 2,131,464</u>	<u>\$ 2,052,260</u>	<u>\$ 2,716,050</u>	<u>\$ -</u>	<u>\$ 2,716,050</u>

**TOWN OF ADDISON**  
**CAPITAL REPLACEMENT INTERNAL SERVICE FUND**  
**STATEMENT OF INCOME AND CHANGES IN WORKING CAPITAL**  
*City Council Draft 2007-08 Annual Budget*

	Actual 2005-06	Budget 2006-07	City Mgr. Rec. Budget 2007-08	Changes to City Mgr. Rec. Budget 2007-08	City Council Draft Budget 2007-08
<b>INCOME STATEMENT</b>					
Operating revenues:					
Department contributions	\$ 692,622	\$ 667,820	\$ 720,790	\$ -	\$ 720,790
Total operating revenues	<u>692,622</u>	<u>667,820</u>	<u>720,790</u>	<u>-</u>	<u>720,790</u>
Operating expenses:					
Other	1,248	2,500	2,500	-	2,500
Total operating expenses	<u>1,248</u>	<u>2,500</u>	<u>2,500</u>	<u>-</u>	<u>2,500</u>
Net operating income	<u>691,374</u>	<u>665,320</u>	<u>718,290</u>	<u>-</u>	<u>718,290</u>
Non-Operating revenues:					
Interest earnings and other	117,142	90,000	120,000	-	120,000
Proceeds from sale of assets	103,079	25,000	75,000	-	75,000
Net non-operating revenues	<u>220,221</u>	<u>115,000</u>	<u>195,000</u>	<u>-</u>	<u>195,000</u>
Net Income (Excluding depreciation)	<u>\$ 911,595</u>	<u>\$ 780,320</u>	<u>\$ 913,290</u>	<u>\$ -</u>	<u>\$ 913,290</u>
<b>CHANGES IN WORKING CAPITAL</b>					
Net income (excluding depreciation)	<u>\$ 911,595</u>	<u>\$ 780,320</u>	<u>\$ 913,290</u>	<u>\$ -</u>	<u>\$ 913,290</u>
Sources (uses) of working capital:					
Acquisition of capital equipment:					
General government	(26,805)	(250,000)	(40,000)	-	(40,000)
Development Services	-	-	(56,000)	-	(56,000)
Public safety	(53,010)	(602,000)	(282,000)	-	(282,000)
Streets	(23,153)	-	(25,000)	-	(25,000)
Parks and recreation	<u>(19,501)</u>	<u>(78,800)</u>	<u>(175,000)</u>	<u>-</u>	<u>(175,000)</u>
Net source (use) of working capital	<u>(122,469)</u>	<u>(930,800)</u>	<u>(578,000)</u>	<u>-</u>	<u>(578,000)</u>
Net increase (decrease) in working capital	789,126	(150,480)	335,290	-	335,290
Beginning fund balance	2,113,480	2,884,640	2,797,126	-	2,797,126
Ending fund balance	<u>\$ 2,902,606</u>	<u>\$ 2,734,160</u>	<u>\$ 3,132,416</u>	<u>\$ -</u>	<u>\$ 3,132,416</u>

**TOWN OF ADDISON**  
**DETAIL OF RECOMMENDED CHANGES TO FY07-08 CITY MANAGER'S RECOMMENDED BUDGET**

Fund / Category	Revenues and Other Funding Sources/Uses	Expenditures							Total Department	
		Personal Services	Supplies	Maintenance	Contractual Services	Debt Service /Lease	Capital Outlay			
<b>General fund / Property Tax Revenue</b>										
Net effective tax rate adjustment calculation	\$ 373,930	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Property Tax Revenue</b>	<b>\$ 373,930</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>General fund / City Manager's Office</b>										
Removed 10% increase for health care	\$ -	\$ (7,560)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (7,560)
<b>Total City Manager's Office</b>	<b>\$ -</b>	<b>\$ (7,560)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (7,560)</b>
<b>General fund / Financial &amp; Strategic Services</b>										
Removed 10% increase for health care	\$ -	\$ (8,750)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (8,750)
<b>Total Financial &amp; Strategic Services</b>	<b>\$ -</b>	<b>\$ (8,750)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (8,750)</b>
<b>General fund / General Services</b>										
Removed 10% increase for health care	\$ -	\$ (7,680)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (7,680)
Updated tool allowance for new Fleet Technician	\$ -	\$ 1,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,700
Fence for Clay Pit rental property	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
<b>Total General Services</b>	<b>\$ -</b>	<b>\$ (5,980)</b>	<b>\$ -</b>	<b>\$ 5,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (980)</b>
<b>General fund / Municipal Court</b>										
Removed 10% increase for health care	\$ -	\$ (3,090)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (3,090)
<b>Total Municipal Court</b>	<b>\$ -</b>	<b>\$ (3,090)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (3,090)</b>
<b>General fund / Human Resources</b>										
Removed 10% increase for health care	\$ -	\$ (3,790)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (3,790)
Compensation study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,000	\$ -	\$ -	\$ -	\$ 18,000
<b>Total Human Resources</b>	<b>\$ -</b>	<b>\$ (3,790)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 18,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 14,210</b>
<b>General fund / Information Technology</b>										
Removed 10% increase for health care	\$ -	\$ (5,520)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (5,520)
Mapping services (general fund share)	\$ -	\$ -	\$ -	\$ 9,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,000
<b>Total Information Technology</b>	<b>\$ -</b>	<b>\$ (5,520)</b>	<b>\$ -</b>	<b>\$ 9,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,480</b>

Fund / Category	Revenues and Other Funding Sources/Uses	Expenditures							Total Department
		Personal Services	Supplies	Maintenance	Contractual Services	Debt Service /Lease	Capital Outlay		
<b>General fund / Combined Services</b>									
Removed 10% increase for health care	\$	- \$ (2,790)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,790)
Education consulting service - CAC priorities	\$	- \$ -	\$ -	\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ 75,000
<b>Total Combined Services</b>	\$	- \$ (2,790)	\$ -	\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ 72,210
<b>General fund / Council Projects</b>									
Removed 10% increase for health care	\$	- \$ (40)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (40)
Citizen Advisory Committee support	\$	- \$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000
<b>Total Council Projects</b>	\$	- \$ (40)	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,960
<b>General fund / Police</b>									
Removed 10% increase for health care	\$	- \$ (59,980)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (59,980)
<b>Total Police</b>	\$	- \$ (59,980)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (59,980)
<b>General fund / Emergency Communications</b>									
Removed 10% increase for health care	\$	- \$ (9,300)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (9,300)
<b>Total Emergency Communications</b>	\$	- \$ (9,300)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (9,300)
<b>General fund / Fire</b>									
Removed 10% increase for health care	\$	- \$ (50,300)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (50,300)
<b>Total Fire</b>	\$	- \$ (50,300)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (50,300)
<b>General fund / Development Services</b>									
Removed 10% increase for health care	\$	- \$ (6,670)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (6,670)
John Stainback consulting services	\$	- \$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000
Sustainability consulting services	\$	- \$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ 25,000
<b>Total Development Services</b>	\$	- \$ (6,670)	\$ -	\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ 68,330
<b>General fund / Streets</b>									
Removed 10% increase for health care	\$	- \$ (5,960)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (5,960)
Post Property improvements	\$	- \$ -	\$ -	\$ 38,000	\$ -	\$ -	\$ -	\$ -	\$ 38,000
Sidewalk repair program	\$	- \$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000
<b>Total Streets</b>	\$	- \$ (5,960)	\$ -	\$ 88,000	\$ -	\$ -	\$ -	\$ -	\$ 82,040

Fund / Category	Revenues and Other Funding Sources/Uses	Expenditures							Total Department
		Personal Services	Supplies	Maintenance	Contractual Services	Debt Service /Lease	Capital Outlay		
<b>General fund / Parks</b>									
Removed 10% increase for health care	\$	- \$ (18,890)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (18,890)
Post Property improvements	\$	- \$ -	\$ -	\$ 76,000	\$ -	\$ -	\$ -	\$ -	\$ 76,000
Easement Park playground replacement (preliminary)	\$	- \$ -	\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ 75,000
<b>Total Parks</b>	\$	- \$ (18,890)	\$ -	\$ 151,000	\$ -	\$ -	\$ -	\$ -	\$ 132,110
<b>General fund / Recreation</b>									
Removed 10% increase for health care	\$	- \$ (7,370)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (7,370)
<b>Total Recreation</b>	\$	- \$ (7,370)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (7,370)
<b>Hotel fund / Visitor Services</b>									
Removed 10% increase for health care	\$	- \$ (1,570)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,570)
Moved funds for promotional video from FY07 to FY08	\$	- \$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000
Funds for possible Visitor Service relocation	\$	- \$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000
<b>Total Visitor Services</b>	\$	- \$ (1,570)	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 98,430
<b>Hotel fund / Conference Centre</b>									
Removed 10% increase for health care	\$	- \$ (6,550)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (6,550)
<b>Total Conference Centre</b>	\$	- \$ (6,550)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (6,550)
<b>Hotel fund / Marketing</b>									
Branding study	\$	- \$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000
<b>Total Marketing</b>	\$	- \$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000
<b>Hotel fund / Special Events</b>									
Removed 10% increase for health care	\$	- \$ (2,120)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,120)
Minor event modifications	\$	\$ (25,410)	\$ -	\$ -	\$ (18,500)	\$ -	\$ -	\$ -	\$ (43,910)
<b>Total Special Events</b>	\$	- \$ (27,530)	\$ -	\$ -	\$ (18,500)	\$ -	\$ -	\$ -	\$ (46,030)
<b>Hotel fund / Performing Arts</b>									
Removed 10% increase for health care	\$	- \$ (40)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (40)
Correct inadvertant double deletion of Music Man	\$	- \$ -	\$ -	\$ -	\$ 47,000	\$ -	\$ -	\$ -	\$ 47,000
Theatre facility study - CAC priorities	\$	- \$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000
<b>Total Performing Arts</b>	\$	- \$ -	\$ -	\$ -	\$ 97,000	\$ -	\$ -	\$ -	\$ 96,960

Fund / Category	Revenues and Other Funding Sources/Uses	Expenditures							Total Department
		Personal Services	Supplies	Maintenance	Contractual Services	Debt Service /Lease	Capital Outlay		
<b>Airport fund / Revenues</b>									
Reduce rental and lease income	\$ (174,000)								
Total Airport Revenue	\$ (174,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Airport fund / Airport Administration</b>									
Removed 10% increase for health care	\$ -	\$ (2,050)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,050)
Total Airport Administration	\$ -	\$ (2,050)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,050)
<b>Airport fund / Operator Expenses</b>									
Reduced scope of maintenance projects	\$ -	\$ -	\$ -	\$ (336,920)	\$ -	\$ -	\$ -	\$ -	\$ (336,920)
Removed 10% increase for health care	\$ -	\$ -	\$ -	\$ -	\$ (36,600)	\$ -	\$ -	\$ -	\$ (36,600)
Total Operator Expenses	\$ -	\$ -	\$ -	\$ (336,920)	\$ (36,600)	\$ -	\$ -	\$ -	\$ (373,520)
<b>Airport fund / Capital</b>									
Added fuel farm remediation costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000	\$ 350,000	\$ 350,000
Added sale of Omniflight lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (420,000)	\$ (420,000)	\$ (420,000)
Total Airport Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (70,000)	\$ (70,000)	\$ (70,000)
<b>Debt Service fund / General Obligation Debt</b>									
Net effective tax rate adjustment calculation	\$ 86,130	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total General Obligation Debt	\$ 86,130	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Utilities fund / Revenues</b>									
Reduced water sales	\$ (445,400)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Utilities	\$ (445,400)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Utilities fund / Utility operations</b>									
Removed 10% increase for health care	\$ -	\$ (15,510)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (15,510)
Mapping services (utility fund share)	\$ -	\$ -	\$ -	\$ 16,000	\$ -	\$ -	\$ -	\$ -	\$ 16,000
Total Utilities	\$ -	\$ (15,510)	\$ -	\$ 16,000	\$ -	\$ -	\$ -	\$ -	\$ 490

**Council Agenda Item: #R7**

**SUMMARY:**

Council is requested to hold a public hearing on a proposal to increase the total property tax rate by 5.2% over the calculated effective tax rate. The proposed tax rate of \$0.4337 per \$100 in valuation is \$0.0303 less than the current tax rate of \$0.4640. The proposed tax rate of \$0.4337 per \$100 valuation is budgeted to generate \$15,100,750 in property tax revenue, which is \$1,043,380 more than budgeted the previous year, which represents at 7.4% increase in revenue.

**FINANCIAL IMPACT:**

There is no financial impact associated with holding a public hearing.

**BACKGROUND:**

The city manager's proposed budget includes a tax rate of \$0.4337. This rate is more than the calculated effective tax rate of \$0.414286, but less than the calculated rollback rate of \$0.434087. According to state law, the Town must publish notices and hold a series of hearings prior to adopting the tax rate. Below is a schedule that meets the requirements of state law, as recently modified by the Texas Legislature.

- August 3      Publication of effective and rollback tax rates, statements and schedules
- August 14     Meeting of Council to discuss tax rate and record vote taken to schedule public hearings.
- August 17     Notice of Public Hearing on Tax Increase is published in the newspaper and on the web site.
- August 28     1<sup>st</sup> Public Hearing
- September 11 2<sup>nd</sup> Public Hearing
- September 14 Notice of Vote on Tax Rate is published in the newspaper and on the web site.
- September 25 Meeting to adopt tax rate. Meeting must be between 3 to 14 days after second public hearing. Taxing unit must adopt tax rate by September 30 or within 60 days of receiving certified appraisal roll, whichever is later.

**RECOMMENDATION:**

It is recommended council hold a public hearing on a proposal to increase the total property tax rate by 5.2% over the calculated effective tax rate.

**Council Agenda Item: #R8**

**There are no attachments for this item.**

**Council Agenda Item:#R9**

**There are no attachments for this item.**

**#R10**

**Council Agenda Item: #R10**

**SUMMARY:**

Consideration of a resolution authorizing the City Manager to enter into an agreement with Krause Advertising for the production of the 2008 Addison calendar.

**FINANCIAL IMPACT:**

Budgeted Amount: \$80,000

**BACKGROUND:**

The purpose of the calendar is to showcase attributes of the Town and provide pertinent information about the Town. The calendar is distributed to Addison residents and businesses as well as to associates, prospects and friends of Addison. The calendar serves both as an annual report for the Town as well as a marketing tool for prospective businesses and visitors.

A total of 12,500 calendars are produced and delivered to the Town for distribution in December. The total cost to produce the calendar is \$80,000. Staff will present the 2008 calendar theme at the September 11 meeting.

**RECOMMENDATION:**

Staff recommends that Council authorize the City Manager to enter into an agreement to produce the 2008 calendar.

**Council Agenda Item: #R11**

**SUMMARY:**

Consideration and approval of a Resolution authorizing the City Manager to enter into a contract with Crowne Plaza for the meeting space and sleeping room guarantee for the 2008, 2009 and 2010 North Texas Jazz Festival.

**FINANCIAL IMPACT:**

Budgeted Amount: \$90,625.53\*

Cost: \$60,908\*

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

**BACKGROUND:**

See the attached memorandum.

**RECOMMENDATION:**

Staff recommends approval.

**ATTACHMENT:**

Crowne Plaza Confirmation Agreement



# CROWNE PLAZA®

DALLAS NEAR THE GALLERIA

## PROPOSED CONFIRMATION AGREEMENT

August 16, 2007

Ms. Barbara Kovacevich  
**TOWN OF ADDISON**  
16801 Westgrove Drive  
P.O. Box 9010  
Addison, TX 75001-9010

This confirmation agreement (hence forth known as Agreement) is a contract between Crowne Plaza Dallas – Near the Galleria (hence forth known as Hotel) and Town of Addison (hence forth known as Group) for sleeping rooms, function space, and the associated services for **8th Annual North Texas Jazz Festival in Addison** to be held **Tuesday, April 1, 2008** through **Saturday, April 5, 2008**. The commitments outlined below include or supersede any and all previous commitments, oral or written. The parties agree that any new commitments or changes to the commitment will be in writing and signed by both parties.

### 1. SLEEPING ACCOMMODATIONS AND RATES

**(1.A) Sleeping Room Block:** The Hotel has reserved the following room block exclusively for **8th Annual North Texas Jazz Festival in Addison**:

Day	Tue	Wed	Thu	Fri	Sat
Date	4/1/2008	4/2/2008	4/3/2008	4/4/2008	4/5/2008
<b>Room Block</b>	<b>20</b>	<b>160</b>	<b>200</b>	<b>180</b>	<b>C/O</b>
Standard - 2-double beds NS	20	142	175	160	C/O
Standard - 2-double beds S	-	3	5	5	C/O
Standard - Queen bed/ sleeper sofa NS	-	15	20	15	C/O

**(1.B) Group Rate:** The rates listed below are negotiated specifically for Group attendees. Special rates and accommodations offered are listed under paragraph 2. **HOTEL CONCESSIONS** of this Agreement.

Room Type	Group Rate
Standard room – any bed type	\$115.00 Single - Quadruple Occupancy

**(1.B) Rebate:** Hotel agrees to quote a higher rate than the Group rate offered in this Agreement, as determined by Group, to attendees. The total amount of the rate difference or “rebate” collected by Hotel will be posted against Group’s Master Account charges at the conclusion of the event.

**(1.C) Occupancy tax:** Rates are subject to 13% occupancy tax, 7% local and 6% state. The Hotel recognizes that guests traveling on behalf of Texas educational institutes and religious organizations may be state occupancy tax exempt with the proper exemption certificates provided prior to or at check-in.

**(1.D) Parking:** The Hotel offers 725 free parking spaces.

**(1.E) Check-in and Checkout Times:** Hotel check-in time begins at 3:00PM and Hotel checkout time is 12:00PM. Luggage storage is available for guests arriving prior to check-in and/or departing after checkout. Due to hotel occupancy, late checkout for groups is not guaranteed.

## 2. HOTEL CONCESSIONS

The Hotel offers the following concessions based on Group meeting at least 80% of the "Anticipated Rooms Revenue" for event, as outlined in paragraph 6. **COMMITMENT** of this Agreement:

- Two deluxe hospitality suites will be provided to Group Complimentary up to four nights
- For every fifty paid room nights, Group will receive one complimentary room night
- For event staff, hotel will provide a rate of \$65.00 per night for up to forty room nights
- Executive Suites for up to five event VIPs at the \$115 group standard room rate
- Priority Club Meeting Rewards of three points for every dollar spent to a maximum of 60,000 points will be split and awarded to Helms Briscoe's Renee McKinney, PC acct # 775560586 and Barbara VanHollenbeck, PC acct # 675458327.
- Priority Club Meeting Rewards of three points for every dollar spent to a maximum of 60,000 points will be awarded to the Town of Addison's \_\_\_\_\_, PC acct# \_\_\_\_\_.

All complimentary, discounted, and upgrade accommodations must be assigned prior to group arrival. Concessions offered have no cash or credit value and will be forfeited if not assigned.

## 3. RESERVATION PROCEDURES

**(3.A) Attendee Reservation Procedures:** to receive the special rate and their preferred room type, attendees will reserve rooms by **CALLING THE HOTEL** or **ON-LINE** per the instructions below prior to the reservation cut-off date of **March 11, 2008** (12:00:00 AM). Room and rate availability is guaranteed until room block is full or the cut-off date has passed, whichever comes first. Additional reservations will be accommodated based on room and rate availability.

(a.) Attendees may **CALL** the Hotel Reservations Department at 972-980-8877 during regular business hours, or 800-377-9778 24 hours a day. They should identify themselves as part of **8th Annual North Texas Jazz Festival in Addison**. Upon the completion of the call, individuals will receive a confirmation number that should be saved to expedite changes, cancellations, and check-in.

(b.) Attendees may **BOOK ON-LINE** through the Hotel website, [www.cpgalleria-nr.crowneplaza.com](http://www.cpgalleria-nr.crowneplaza.com); by completing **TRAVELER INFORMATION**; providing a three (3) letter **GROUP CODE** (provided by the Sales Department); and then clicking **RESERVE A ROOM**. By clicking **RESERVE A ROOM**, the attendee will be able to see all available room types remaining in the Group block and the special rates. Once complete, the attendee will receive their confirmation number which should be kept for ease of reservation changes and cancellation or check-in. (The Hotel Sales Department can also provide a direct link to the Hotel website for reservations.)

**(3.B) Guarantee Status:** Reservations must be guaranteed to an individual's credit card or by advance deposit. A guaranteed room reservation assures a room regardless of the time of arrival. Any guaranteed reservation not utilized and not canceled before 4:00 P.M. on the day of arrival will be billed one night room and tax to the credit card or against the advance deposit.

**(3.C) Staff & VIP Reservation Procedures:** Staff and VIP room reservations will be submitted on a rooming list to the Crowne Meeting Director. The rooming list will be headed with the organization name; event name; contact person's name and phone number. The list will include name of all adult guests in each room, arrival and departure dates, room type requested, and billing for each room. All rooms will be guaranteed for late arrival to the Master Account.

#### 4. FUNCTION ARRANGEMENTS

**(4.A) Function Space:** Hotel commits the function space as listed in the schedule of events. Changes to the function space, as with all changes to this Agreement, must be made in writing and agreed upon by both parties.

#### **(4.B) Schedule of Events**

Day	Date	Start	End	Function	Setup	Room
Tue	4/1/2008	8:00 AM	24 Hours	Storage	-	N. Lobby Reg.
		8:00 AM	24 Hours	Storage	-	Director's
		8:00 AM	24 Hours	Storage	-	Magnolia
		8:00 AM	24 Hours	Setup	Staging	Trinity VI-VIII
		6:00 PM	24 Hours	Setup	Staging	Oak Ballroom
Wed	4/2/2008	8:00 AM	24 Hours	Registration	Existing	N. Lobby Reg.
		8:00 AM	24 Hours	Storage	Existing	Director's
		8:00 AM	24 Hours	Storage	-	Magnolia
		8:00 AM	24 Hours	Crew Meals	Existing	Boardroom
		8:00 AM	24 Hours	Hospitality	Existing	2031
		8:00 AM	24 Hours	Setup	Ex. Tables	Trinity Gallery
		8:00 AM	6:00 PM	Setup	Sound	Trinity Ballroom
		8:00 AM	24 Hours	Setup	Sound	Oak Ballroom
		8:00 AM	24 Hours	Setup	Stage & Sound	Chinaberry
		8:00 AM	24 Hours	Setup	Sound	Whispering Oaks
		8:00 AM	24 Hours	Setup	Sound	Palm
		6:00 PM	24 Hours	Setup	TBD	Pecan, Elm, Maple, Willow, Dogwood
		6:00 PM	24 Hours	Hal Miller Films	Existing	A. Lecture Hall
		7:00 PM	8:00 PM	Reception	Reception	Whispering Oaks
		7:00 PM	8:00 PM	Reception	Reception	Palm
		7:00 PM	11:30 PM	Opening Concert	Theatre	Trinity Ballroom
Thu	4/3/2008	8:00 AM	24 Hours	Registration	Registration	N. Lobby Reg.
		8:00 AM	24 Hours	Storage	Existing	Director's
		8:00 AM	24 Hours	Storage	-	Magnolia
		8:00 AM	24 Hours	Crew Meals	Existing	Boardroom
		8:00 AM	24 Hours	Hospitality	Existing	2031

		8:00 AM	24 Hours	Exhibitors	Ex. Tables	Trinity Gallery
		9:00 AM	24 Hours	Big Band Perf. A	Theatre	Trinity Ballroom
		8:15 AM	24 Hours	Big Band Perf./ Clinic B	Theatre	Oak Ballroom
		8:15 AM	24 Hours	Vocal Perf/Clinic	Theatre	Chinaberry
		9:00 AM	24 Hours	Combo Perf.	Theatre	Whispering Oaks
		8:30 AM	24 Hours	Combo warmup		Palm
		9:00 AM	5:00 PM	Hal Miller Films	Theatre	TBD – PDR II
		8:30 AM	24 Hours	Big band warmup A		Pecan
		8:30 AM	24 Hours	Big band warmup B		Elm
		8:30 AM	24 Hours	Vocal warmup		Maple
		9:00 AM	24 Hours	Combo Clinic		Willow
		9:00 AM	24 Hours	Big Band Clinic A		Dogwood
Fri	4/4/2008	8:00 AM	24 Hours	Registration	Registration	N. Lobby Reg.
		8:00 AM	24 Hours	Storage	Existing	Director's
		8:00 AM	24 Hours	Storage	-	Magnolia
		8:00 AM	24 Hours	Crew Meals	Existing	Boardroom
		8:00 AM	24 Hours	Hospitality	Existing	2031
		8:00 AM	24 Hours	Exhibitors	Ex. Tables	Trinity Gallery
		9:00 AM	24 Hours	Big Band Perf. A	Theatre	Trinity Ballroom
		8:15 AM	24 Hours	Big Band Perf./ Clinic B	Theatre	Oak Ballroom
		8:15 AM	24 Hours	Vocal Perf/Clinic	Theatre	Chinaberry
		9:00 AM	24 Hours	Combo Perf.	Theatre	Whispering Oaks
		8:30 AM	24 Hours	Combo warmup		Palm
		9:00 AM	5:00 PM	Hal Miller Films	Existing	A. Lecture Hall
		8:30 AM	24 Hours	Big band warmup A		Pecan
		8:30 AM	24 Hours	Big band warmup B		Elm
		8:30 AM	24 Hours	Vocal warmup		Maple
		9:00 AM	24 Hours	Combo Clinic		Willow
		9:00 AM	24 Hours	Big Band Clinic A		Dogwood
		5:00 PM	6:00 PM	Awards Ceremony	SRO	Whispering Oaks
		5:00 PM	6:00 PM	Awards Ceremony	SRO	Palm
Sat	4/5/2008	8:00 AM	3:00 PM	Storage	Existing	N. Lobby Reg.
		8:00 AM	3:00 PM	Storage	Existing	Director's
		8:00 AM	3:00 PM	Storage	-	Magnolia
		8:00 AM	3:00 PM	Storage	Existing	2031
		8:00 AM	3:00 PM	Storage	-	Dogwood

**(4.C) Banquet Equipment:** Hotel will provide standard banquet equipment, such as tables, table skirting, linen, tableware, serving items, chairs, risers, podiums, easels, and dance floor, at no additional cost to Group. The current inventory of risers is 12 pieces of 4'x8' (16" – 24" high) and 10 pieces of 6'x8' (16"-24" high). Should Event request equipment that exceeds the Hotel's inventory, Group may bring in equipment or use a vendor's equipment without additional charge. Group will inform the Crowne Meetings Director of the type of equipment to ensure proper fit and inclusion on banquet event orders. Group will also provide the Hotel with

the vendor name and contact information. If needed, the Hotel's Crowne Meetings Director may assist with procurement of equipment but the cost of renting or buying additional equipment is the responsibility of Group. The cost of additional Hotel labor, if required for set-up, will be determined in advance and charged to Event's Master Account.

**(4.D) Audio Visual Equipment:** Audio Visual equipment is available from Swank Audio-visuals, our in-house technicians. All technical assistance Group may require will be provided by Swank and labor charges will apply. Use of Hotel's in-house sound systems is included in the price of audio equipment rental.

Group is not required to use Hotel's in-house audio-visual company; Group may bring in their own equipment or vendor. A \$50 patch fee per contiguous room, per day will apply for usage of Hotel's in-house sound systems.

**(4.E) Banquet Food & Beverage Restrictions:** All the food and beverage products served must be provided by the Hotel including (but not limited to) candy, cookies, and sodas. Group must have advance written consent from the Hotel to bring in outside food or beverage items to be served by the Hotel staff.

**(4.F) Function Space Rental or Banquet Food Minimum:** Group will pay Hotel **\$6,000** plus 22% service charge and 6% state occupancy tax to rent the function space provided unless Group purchases a minimum of **\$12,000**, in banquet food (and beverage). Only banquet food and beverage that is billed to the Group Master Account will be applied to this minimum. All food and beverage purchased is subject to 22% service charge and 8.25% state sales tax unless group is tax exempt. The minimum purchase amount does not include service charge or tax. Menu prices are subject to change unless the menus are attached to this agreement.

**(4.G) Alcoholic Beverages Services:** It is the policy of the Hotel to serve alcohol in a responsible manner. For the concern for your guests' well being, the Hotel reserves the right to refuse alcoholic beverages service to anyone, who appears to be less than the age of 21 or in the sole opinion of the Hotel Management, appears intoxicated. Please note that all alcoholic beverages served on the Hotel premises must be provided by the Hotel and dispensed by our staff.

Guests may bring alcoholic beverages into their guestrooms for their personal consumption, but may not carry alcoholic beverages into public areas of the hotel including guestroom corridors. It is Group's responsibility to inform their guests that should they choose to serve alcoholic beverages to anyone else they do so at their own risk and will be liable for knowing and obeying Texas laws on the serving of alcoholic beverages and the standards set by Texas Alcoholic Beverage Commission. The hotel accepts no responsibility for any incidents arising from such service.

**(4.H) Exhibitors or Vendors:** Exhibit space is reserved for Group as specified in the Schedule of Events. Hotel agrees to provide labor and the following equipment for exhibitor setup: tables, linen, chairs, waste receptacle, and 30 amps of power. Exhibitor Setup is provided complimentary. Requests from exhibitors for special equipment, more power, and/or high-speed Internet access must be made in advance of arrival through the Crowne Meeting Director and additional fees will apply. A price list is attached to this Agreement.

**(4.I) Banquet Event Orders:** A Crowne Meeting Director will contact Group as time grows near the arrival date to discuss and finalize exact room set-up requirements, menu

selections and audio-visual equipment needed. Once finalized, Banquet Event Orders will be submitted to Group Contact for changes or approval.

**(4.J) Banquet Function Guarantees:** A final guarantee on catered food functions is due no later than 72 hours (or 3 business days) prior to the Group arrival. This guarantee ensures all your guests receive the selected meal option and are easily accommodated.

**(4.K) Shipping Arrangements:** The Hotel will agree to package and ship your supplies or equipment at a charge agreed upon by both parties. When shipping packages to the Hotel, please address your boxes as follows:

**Ms. Barbara Kovacevich/TOWN OF ADDISON**  
**c/o THE CROWNE PLAZA DALLAS - NEAR THE GALLERIA**  
**14315 Midway Road, Addison, TX 75001**  
**Hold For Tuesday, April 1, 2008 Arrival**

**5. BILLING AND PAYMENT ARRANGEMENTS**

**(5.A) Guestroom Payment:** Attendees will pay for their own room, tax and incidental charges upon departure. Guests listed on Staff & VIP rooming list will have room & tax charged to the Group Master Account. Incidental charges for these special guests will be paid as noted on the rooming list.

**(5.B) Master Account and Payment of Charges:** A Master Account will be established for this event. All charges, for which Group will be responsible for paying, will be compiled in the Master Account to create a Master Bill. Billing questions or disputes will be directed to the Crowne Meeting Director immediately for resolution.

Group will apply for credit with Hotel by submitting a complete, signed Credit Application with this agreement. A signed credit application acknowledges Group's understanding of and agreement to the following terms and conditions:

Group authorizes the receipt and exchange of credit information, and (iii) requests that Hotel verify such credit information in establishing a credit line for Group's use. It is further understood that Hotel retains the right, in its sole discretion, to deny credit and/or discontinue direct billing privileges at any time, with or without cause, and without necessity of notice or explanation.

The undisputed amount is due immediately upon receipt of invoice from Hotel. Payment of outstanding charges, pending dispute resolution, is due immediately upon receipt of corrected invoice. Group will pay a service charge of 1.5% per month (18% per annum) on charges that remain outstanding after 30 days of receipt of Hotel invoice. In addition, without further delay or additional demand, Group shall be responsible for any and all costs, expenses, and fees associated with any collection efforts made on Hotel's behalf, including but not limited to reasonable attorneys' fees and court costs.

DUNN & BRADSTREET ID: \_\_\_\_\_

**(5.C) Billing Contact Name, Address, Phone, and Email:**

Nicole Newkham, Town of Addison, P.O. Box 9010, Addison, TX 75001-9010

Email: [nnewkham@addisontx.gov](mailto:nnewkham@addisontx.gov) Phone:

**6. COMMITMENT**

Upon signing this Agreement, Hotel is committed to reserve the sleeping rooms and banquet space for Group to the exclusion of other business opportunities. Group is therefore committed to utilize and pay for the sleeping rooms, banquet space and banquet food and beverage as set forth in this Agreement. The pricing and discounts offered by Hotel are based on a "Total Anticipated Revenue" for this event of **\$73,135.00**. "Total Anticipated Revenue" for event is the total of: "Anticipated Rooms Revenue" of **\$61,135.00**, calculated by the number of attendee rooms reserved (**509**) multiplied by the group rate (**\$115**); plus the number of staff rooms reserved (**40**) multiplied by the staff rate (**\$65**) plus 11 complimentary rooms; and the minimum guaranteed banquet food and beverage of **\$12,000.00**.

**7. ROOM BLOCK ALTERATION**

Should Group not utilize and pay for the sleeping rooms reserved, damages will occur because the Hotel will have lost the opportunity to offer unused rooms to other parties or will incur costs in attempting to resell what was already sold. The exact amount of damages will be difficult to determine so the parties agree in advance that if Group meets 80% or more of the "Anticipated Rooms Revenue" or **\$48,908.00** for this event, no damages will be paid to Hotel. Should Group not meet at least 80% of the Anticipated Rooms Revenue for the event, Group will pay liquidated damages equal to the difference between the **\$48,908.00** and the actual rooms revenue produced.

**8. CANCELLATION BY GROUP**

Cancellation of these commitments by Group will be done in writing and sent to the Hotel either registered mail or read-receipt email. The closer in time to the event of the cancellation, the more difficult it is for the hotel to resell the reserved rooms and function space and thus a greater damage to the hotel. Therefore, it is agreed that should Group cancel their entire event, they will pay liquidated damages equal to a percentage of the "Total Anticipated Revenue" for the event. The closer in time to the event of the cancellation, the greater the percentage of "Total Anticipated Revenue" will be paid.

<b><u>Receipt of Cancellation</u></b>	<b><u>Total Anticipated Revenue</u></b>
Within 90 Days of Arrival	100% of Anticipated Revenue
91 Days to 180 Days Prior to Arrival	75% of Anticipated Revenue
181 Days to 270 Days Prior to Arrival	50% of Anticipated Revenue
271 Days or More Prior to Arrival	25% of Anticipated Revenue

**9. CANCELLATION BY HOTEL**

Hotel reserves the right to cancel this contract in its entirety for the following reasons:

- 1) Hotel determines that, through either fraud or misrepresentation, the nature, purpose or basis for your use of the Hotel is other than has been specifically represented to Hotel; or
- 2) Group fails to pay in accordance with the terms of this agreement

If Hotel cancels the agreement due to reasons 1 or 2 above, the cancellation fee will be effective immediately without any cost, penalty or liability to Hotel. \* If Hotel or Group cancels due to reasons 3 below, Hotel agrees to return all deposits and payments received from Group and assist with finding comparable accommodations for Group's event.

3) If the Hotel is sold and the Hotel has given you at least 90 days notice.

\* Hotel will, if able and if Group consents, assign this Agreement and all payments to the new owner of the Hotel. The new owner will assume sole responsibility for performance under the agreement from that point forward.

\*\* If the Hotel is sold, Group has 30 days from written notification by Hotel, to cancel this Agreement without penalty.

#### **10. ACTS OF GOD (AND MAN)**

If events beyond reasonable control of the Parties, including but not limited to, acts of God, war involving the United States, strikes, terrorist attacks in the city in which the hotel is located, or curtailment of transportation affecting attendees which make it impracticable, illegal, or impossible for at least 40% of the attendees from attending the event or for the hotel to perform to the standards of this contract, the affected party will not be held to all the requirements of this agreement or may cancel with out penalty with written notice.

#### **11. AMERICANS WITH DISABILITIES ACT**

The Crowne Plaza Dallas-Near the Galleria represents and Group acknowledges that beginning on January 1, 1992, and continuing thereafter in accordance with the compliance dates established or required under Title III of the Americans With Disabilities Act and the regulations promulgated ("ADA"), the Crowne Plaza facilities being rented to Group, its guest rooms, common areas and its transportation services will be in compliance with the public accommodation requirements of the ADA.

#### **12. INDEMNIFICATION**

To the extent permitted by law, both parties agree to protect, indemnify, defend and hold harmless the other party, including employees and ownership, against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with your function, except those claims arising out of the sole negligence or willful misconduct of either party.

#### **13. ACCEPTANCE**

The undersigned are authorized to sign and enter into this contract. The commitments for this event including space and sleeping rooms will be considered definite once Hotel has received a **signed agreement and a signed payment form by September 15, 2007**. Any changes or cancellation of the agreement will be made in writing and signed and dated by both parties.

Accepted and agreed for **Town of Addison** by:

\_\_\_\_\_  
Ms. Barbara Kovacevich Date  
Special Events Manager

Accepted and agreed for **Crowne Plaza Dallas - Near the Galleria** by:

\_\_\_\_\_  
Kim Sparks Date  
Sales Manager

\_\_\_\_\_  
Norma Ventrca Date  
Director of Sales

## **Crowne Plaza Dallas Near the Galleria Catering Policies**

### **Contracts/Commitments**

Contracts must be signed and approved by the Group and the Hotel. Any changes to the contract must be signed and approved by both parties to be valid. All commitments from the parties are in writing and written commitments supersede any and all verbal commitments when controversial.

### **Function Room Reservations**

All banquet rooms are assigned based on the anticipated number of guests and the basic requirements of your function. If attendance increases or decreases, or your program changes, the Hotel reserves the right to reassign a room appropriate to the event.

### **Seating**

Banquet seating will be at round tables that seat ten (10) guests. Banquet seating at round tables that seat eight (8) guests are available at an additional charge of \$2.00 per person. Room diagrams are provided upon requests.

### **Linen**

The Crowne Plaza Dallas Near the Galleria offers a variety of linen choices. Specialty linens can be arranged at an additional charge.

### **Decorations, Music, Entertainment**

Our staff will be happy to assist you in arranging for your musical and entertainment requirements, as well as advise you on the appropriate flowers, and theme decorations to create the perfect ambiance for your affair.

### **Food and Beverage**

All food and beverage served in the Hotel is to be provided by the Hotel. Dietary substitutions may be made in advance. Alcoholic beverages are to be served on the Hotel premises only by Hotel servers and bartenders. The Hotel's Alcoholic Beverage License requires the Hotel to (1) request proper Identification (photo ID) of any person of questionable age and refuse alcoholic beverage service if the person is either underage or proper identification cannot be produced and (2) refuse alcoholic beverage service to any person who, in the Hotel's judgment, appears intoxicated.

### **Audio Visual Equipment**

The Hotel offers a wide selection of audio-visual equipment available on a rental basis, along with our highly trained technical staff to assist you. Additional power is available for most function rooms. Charges are based on labor and power needs. To ensure the success of your program, it is recommended to rent the hotel's wireless microphones to avoid frequency issues with three other wireless microphones, nearby Addison Airport and local radio stations.

### **Engineering**

Should your event(s) require additional electrical needs, lighting, banners hung, or Engineering assistance, this information must be provided fourteen (14) days prior to the event date. Charges will be based on the extent of the services required. Additional requests at the time of the event(s) and or last minute requests may result in additional surcharge and labor charges.

### **Guarantee**

A minimum guarantee number of attendance is required three (3) business days in advance of the function. This number will be considered a guarantee, not subject to reduction, and charges will be made accordingly. If the Catering Office is not notified, the expected attendance will become the guarantee. The Hotel will be prepared to set and service 5% above the guarantee number.

**Security**

The Hotel will not assume responsibility or liability for the loss or damage of any merchandise left at the Hotel prior to, or following a function. Arrangements can be made for security of exhibits, merchandise or display items prior to your event through the Catering Department.

**Prices and Service Charge**

All prices are subject to change without notice until written guarantee is confirmed. Food, beverage and audio-visual prices quoted are subject to a 22% Taxable Service Charge and 8.25% State Sales Tax. It is Texas State Law that taxes are charged on a service charge. Tax-exempt organizations must provide the Hotel with Texas State Tax Exemption Certificates prior to their functions.

**Payment**

Payment in full must be made ten (10) days prior to your event unless prior credit has been established. A direct bill application form needs to be completed in full and returned with your signed contract a minimum of fourteen (14) days prior the arrival date in order to establish credit. With the Controller's approval, a master account will be set up for any authorized charges.

**Packages and Deliveries**

There is a \$3.00 per box handling fee for all boxes received. Crates and Pallets do not qualify as boxes. A separate labor charge will be assessed for the handling of these items. Any boxes left at the Crowne Plaza Dallas Near the Galleria seven (7) days after the event without prior instructions will be disposed of. Any package delivered to the Hotel must arrive no sooner than seven (7) working days prior to the function.

**Business Center**

The Business Center at the Crowne Plaza Dallas Near the Galleria will be available twenty-four (24) hrs with workstations, printer and fax machine.

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Client Signature

**Additional Fees that May Apply**

**Phone & Internet Fees:**

Phone	\$30 per day
Multiline Phone	\$75 per day
Dial 9 Line	\$40 per day
Dedicated Phone Line	\$150 per day
T1 Line / High Speed Internet	\$150 per day
Additional Connections to T1	\$10 per person per day

**Power Fees:**

120 Volt Single Phase 20 AMP	\$30 per day
120 Volt Single Phase 30 AMP	\$40 per day
120 Volt Single Phase 50 AMP	\$60 per day
208 Volt Single Phase 20-30 AMP	\$60 per day
208 Volt Single Phase 50 AMP	\$115 per day
208 Volt 3 Single Phase 20-30 AMP	\$115 per day
208 Volt 3 Single Phase 50-100 AMP	\$270 per day
Extension Cord	\$10.00 per day
Power Strip / Surge Protector	\$15.00 per day

**Rental Fees:**

Folding Chair	\$1.55 - \$4.00 each*
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\*Hotel may consider purchasing chairs with a multi-year agreement



# CROWNE PLAZA®

DALLAS NEAR THE GALLERIA

PROPOSED CONFIRMATION AGREEMENT

August 16, 2007

Ms. Barbara Kovacevich  
**TOWN OF ADDISON**  
 16801 Westgrove Drive  
 P.O. Box 9010  
 Addison, TX 75001-9010

This confirmation agreement (hence forth known as Agreement) is a contract between Crowne Plaza Dallas – Near the Galleria (hence forth known as Hotel) and TOWN OF ADDISON (hence forth known as Group) for sleeping rooms, function space, and the associated services for **9th Annual North Texas Jazz Festival in Addison** to be held **Wednesday, April 15, 2009** through **Sunday, April 19, 2009**. The commitments outlined below include or supersede any and all previous commitments, oral or written. The parties agree that any new commitments or changes to the commitment will be in writing and signed by both parties.

## 1. SLEEPING ACCOMMODATIONS AND RATES

**(1.A) Sleeping Room Block:** The Hotel has reserved the following room block exclusively for **9th Annual North Texas Jazz Festival in Addison**:

Day	Wed	Thu	Fri	Sat	Sun
Date	4/15/2009	4/16/2009	4/17/2009	4/18/2009	4/19/2009
Room Block	20	160	200	180	C/O
Standard - 2-double beds NS	20	142	175	160	C/O
Standard - 2-double beds S	-	3	5	5	C/O
Standard - Queen bed/ sleeper sofa NS	-	15	20	15	C/O

**(1.B) Group Rate:** The rates listed below are negotiated specifically for Group attendees. Special rates and accommodations offered are listed under paragraph 2. **HOTEL CONCESSIONS** of this Agreement.

Room Type	Group Rate
Standard room – any bed type	\$95.00 Single - Quadruple Occupancy

**(1.C) Early / Late Rates:** The special Group rate will be offered based upon availability to attendees that stay up to two days prior to scheduled Group arrival through two days following Group's scheduled departure.

**(1.D) Occupancy tax:** Rates are subject to 13% occupancy tax, 7% local and 6% state. The Hotel recognizes that guests traveling on behalf of Texas educational institutes and religious organizations may be state occupancy tax exempt with the proper exemption certificates provided prior to or at check-in.

**(1.E) Placement Fee:** See addendum

**(1.F) Parking:** The Hotel offers 725 free parking spaces.

**(1.G) Check-in and Checkout Times:** Hotel check-in time begins at 3:00PM and Hotel checkout time is 12:00PM. Luggage storage is available for guests arriving prior to check-in and/or departing after checkout. Due to hotel occupancy, late checkout for groups is not guaranteed.

## 2. HOTEL CONCESSIONS

The Hotel offers the following concessions based on Group meeting at least 80% of the "Anticipated Rooms Revenue" for event, as outlined in paragraph 6. **COMMITMENT** of this Agreement:

- Two deluxe hospitality suites will be provided to Group Complimentary up to four nights
- For every fifty paid room nights, Group will receive one complimentary room night
- For event staff, hotel will provide a rate of \$59.00 per night for up to fifty room nights
- Executive Suites for up to five event VIPs at the \$95 group standard room rate

All complimentary, discounted, and upgrade accommodations must be assigned prior to group arrival. Concessions offered have no cash or credit value and will be forfeited if not assigned.

## 3. RESERVATION PROCEDURES

**(3.A) Attendee Reservation Procedures:** to receive the special rate and their preferred room type, attendees will reserve rooms by **CALLING THE HOTEL** or **ON-LINE** per the instructions below prior to the reservation cut-off date of **March 25, 2009** (12:00:00 AM). Room and rate availability is guaranteed until room block is full or the cut-off date has passed, whichever comes first. Additional reservations will be accommodated based on room and rate availability.

(a.) Attendees may **CALL** the Hotel Reservations Department at 972-980-8877 during regular business hours, or 800-377-9778 24 hours a day. They should identify themselves as part of **9th Annual North Texas Jazz Festival in Addison**. Upon the completion of the call, individuals will receive a confirmation number that should be saved to expedite changes, cancellations, and check-in.

(b.) Attendees may **BOOK ON-LINE** through the Hotel website, [www.cpgalleria-nr.crowneplaza.com](http://www.cpgalleria-nr.crowneplaza.com); by completing **TRAVELER INFORMATION**; providing a three (3) letter **GROUP CODE** (provided by the Sales Department); and then clicking **RESERVE A ROOM**. By clicking **RESERVE A ROOM**, the attendee will be able to see all available room types remaining in the Group block and the special rates. Once complete, the attendee will receive their confirmation number which should be kept for ease of reservation changes and cancellation or check-in. (The Hotel Sales Department can also provide a direct link to the Hotel website for reservations.)

**(3.B) Guarantee Status:** Reservations must be guaranteed to an individual's credit card or by advance deposit. A guaranteed room reservation assures a room regardless of the time of arrival. Any guaranteed reservation not utilized and not canceled before 4:00 P.M. on the day of arrival will be billed one night room and tax to the credit card or against the advance deposit.

**(3.C) Staff & VIP Reservation Procedures:** Staff and VIP room reservations will be submitted on a rooming list to the Crowne Meeting Director. The rooming list will be headed with the organization name; event name; contact person's name and phone number. The list will include name of all adult guests in each room, arrival and departure dates, room type requested, and billing for each room. All rooms will be guaranteed for late arrival to the Master Account.

#### **4. FUNCTION ARRANGEMENTS**

**(4.A) Function Space:** Hotel commits function space to accommodate the events listed in the Schedule of Events in this Agreement. Changes to this Schedule of Events and requests for additional function space will be submitted to the Crowne Meetings Director in writing. Additional function space is not guaranteed and function room rental may apply. In addition, specific function rooms are not guaranteed and any room names listed in this Agreement are for planning purposes only and are subject to change. Final function room assignments will be committed upon the signing of the banquet event orders. If needed, Group may request final room assignments within 60 days of the scheduled Group arrival from the Crowne Meetings Director. Changes to the function rooms listed on the Schedule of Events by the will be submitted to Group in writing as a courtesy and further aid in planning.

#### **(4.B) Schedule of Events**

<b>Day</b>	<b>Date</b>	<b>Start</b>	<b>End</b>	<b>Function</b>	<b>Setup</b>	<b>Room</b>
Wed	4/15/2009	8:00 AM	24 Hours	Storage	-	N. Lobby Reg.
		8:00 AM	24 Hours	Storage	-	Director's
		8:00 AM	24 Hours	Storage	-	Magnolia
		8:00 AM	24 Hours	Setup	Staging	Trinity VI-VIII
		6:00 PM	24 Hours	Setup	Staging	Oak Ballroom
Thu	4/16/2009	8:00 AM	24 Hours	Registration	Existing	N. Lobby Reg.
		8:00 AM	24 Hours	Storage	Existing	Director's
		8:00 AM	24 Hours	Storage	-	Magnolia
		8:00 AM	24 Hours	Crew Meals	Existing	Boardroom
		8:00 AM	24 Hours	Hospitality	Existing	2031
		8:00 AM	24 Hours	Setup	Ex. Tables	Trinity Gallery
		8:00 AM	6:00 PM	Setup	Sound	Trinity Ballroom
		8:00 AM	24 Hours	Setup	Sound	Oak Ballroom
		8:00 AM	24 Hours	Setup	Stage & Sound	Chinaberry
		8:00 AM	24 Hours	Setup	Sound	Whispering Oaks
		8:00 AM	24 Hours	Setup	Sound	Palm
		6:00 PM	24 Hours	Setup	TBD	Pecan, Elm, Maple, Willow, Dogwood
		6:00 PM	24 Hours	Hal Miller Films	Existing	A. Lecture Hall
		7:00 PM	8:00 PM	Reception	Reception	Whispering Oaks
		7:00 PM	8:00 PM	Reception	Reception	Palm
		7:00 PM	11:30 PM	Opening Concert	Theatre	Trinity Ballroom

Fri	4/17/2009	8:00 AM	24 Hours	Registration	Registration	N. Lobby Reg.
		8:00 AM	24 Hours	Storage	Existing	Director's
		8:00 AM	24 Hours	Storage	-	Magnolia
		8:00 AM	24 Hours	Crew Meals	Existing	Boardroom
		8:00 AM	24 Hours	Hospitality	Existing	2031
		8:00 AM	24 Hours	Exhibitors	Ex. Tables	Trinity Gallery
		9:00 AM	24 Hours	Big Band Perf. A	Theatre	Trinity Ballroom
		8:15 AM	24 Hours	Big Band Perf./ Clinic B	Theatre	Oak Ballroom
		8:15 AM	24 Hours	Vocal Perf/Clinic	Theatre	Chinaberry
		9:00 AM	24 Hours	Combo Perf.	Theatre	Whispering Oaks
		8:30 AM	24 Hours	Combo warmup		Palm
		9:00 AM	5:00 PM	Hal Miller Films	Theatre	TBD – PDR II
		8:30 AM	24 Hours	Big band warmup A		Pecan
		8:30 AM	24 Hours	Big band warmup B		Elm
		8:30 AM	24 Hours	Vocal warmup		Maple
		9:00 AM	24 Hours	Combo Clinic		Willow
		9:00 AM	24 Hours	Big Band Clinic A		Dogwood
Sat	4/18/2009	8:00 AM	24 Hours	Registration	Registration	N. Lobby Reg.
		8:00 AM	24 Hours	Storage	Existing	Director's
		8:00 AM	24 Hours	Storage	-	Magnolia
		8:00 AM	24 Hours	Crew Meals	Existing	Boardroom
		8:00 AM	24 Hours	Hospitality	Existing	2031
		8:00 AM	24 Hours	Exhibitors	Ex. Tables	Trinity Gallery
		9:00 AM	24 Hours	Big Band Perf. A	Theatre	Trinity Ballroom
		8:15 AM	24 Hours	Big Band Perf./ Clinic B	Theatre	Oak Ballroom
		8:15 AM	24 Hours	Vocal Perf/Clinic	Theatre	Chinaberry
		9:00 AM	24 Hours	Combo Perf.	Theatre	Whispering Oaks
		8:30 AM	24 Hours	Combo warmup		Palm
		9:00 AM	5:00 PM	Hal Miller Films	Existing	A. Lecture Hall
		8:30 AM	24 Hours	Big band warmup A		Pecan
		8:30 AM	24 Hours	Big band warmup B		Elm
		8:30 AM	24 Hours	Vocal warmup		Maple
		9:00 AM	24 Hours	Combo Clinic		Willow
		9:00 AM	24 Hours	Big Band Clinic A		Dogwood
		5:00 PM	6:00 PM	Awards Ceremony	SRO	Whispering Oaks
		5:00 PM	6:00 PM	Awards Ceremony	SRO	Palm
Sat	4/19/2009	8:00 AM	3:00 PM	Storage	Existing	N. Lobby Reg.
		8:00 AM	3:00 PM	Storage	Existing	Director's
		8:00 AM	3:00 PM	Storage	-	Magnolia
		8:00 AM	3:00 PM	Storage	Existing	2031
		8:00 AM	3:00 PM	Storage	-	Dogwood

**(4.C) Banquet Equipment:** Hotel will provide standard banquet equipment, such as tables, table skirting, linen, tableware, serving items, chairs, risers, podiums, easels, and dance floor, at no additional cost to Group. The current inventory of risers is 12 pieces of 4'x8' (16" – 24" high) and 10 pieces of 6'x8' (16"-24" high). Should Event request equipment that exceeds the Hotel's inventory, Group may bring in equipment or use a vendor's equipment without additional charge. Group will inform the Crowne Meetings Director of the type of equipment to ensure proper fit and inclusion on banquet event orders. Group will also provide the Hotel with the vendor name and contact information. If needed, the Hotel's Crowne Meetings Director may assist with procurement of equipment but the cost of renting or buying additional equipment is the responsibility of Group. The cost of additional Hotel labor, if required for set-up, will be determined in advance and charged to Event's Master Account.

**(4.D) Audio Visual Equipment:** Audio Visual equipment is available from Swank Audio-visuals, our in-house technicians. All technical assistance Group may require will be provided by Swank and labor charges will apply. Use of Hotel's in-house sound systems is included in the price of audio equipment rental.

Group is not required to use Hotel's in-house audio-visual company; Group may bring in their own equipment or vendor. A \$50 patch fee per contiguous room, per day will apply for usage of Hotel's in-house sound systems.

**(4.E) Banquet Food & Beverage Restrictions:** All the food and beverage products served must be provided by the Hotel including (but not limited to) candy, cookies, and sodas. Group must have advance written consent from the Hotel to bring in outside food or beverage items to be served by the Hotel staff.

**(4.F) Banquet Food Minimum:** Group guarantees to purchase a minimum of **\$10,000**, in banquet food (and beverage). Only banquet food and beverage that is billed to the Group Master Account will be applied to this minimum. All food and beverage purchased is subject to 22% service charge and 8.25% tax unless group is tax exempt. The minimum purchase amount does not include service charge or tax. Menu prices are subject to change unless the menus are attached to this agreement.

**(4.G) Alcoholic Beverages Services:** It is the policy of the Hotel to serve alcohol in a responsible manner. For the concern for your guests' well being, the Hotel reserves the right to refuse alcoholic beverages service to anyone, who appears to be less than the age of 21 or in the sole opinion of the Hotel Management, appears intoxicated. Please note that all alcoholic beverages served on the Hotel premises must be provided by the Hotel and dispensed by our staff.

Guests may bring alcoholic beverages into their guestrooms for their personal consumption, but may not carry alcoholic beverages into public areas of the hotel including guestroom corridors. It is Group's responsibility to inform their guests that should they choose to serve alcoholic beverages to anyone else they do so at their own risk and will be liable for knowing and obeying Texas laws on the serving of alcoholic beverages and the standards set by Texas Alcoholic Beverage Commission. The hotel accepts no responsibility for any incidents arising from such service.

**(4.H) Exhibitors or Vendors:** Exhibit space is reserved for Group as specified in the Schedule of Events. Hotel agrees to provide labor and the following equipment for exhibitor setup: tables, linen, chairs, waste receptacle, and 30 amps of power. Exhibitor Setup is provided complimentary. Requests from exhibitors for special equipment, more power, and/or high-speed Internet access must be made in advance of arrival through the Crowne Meeting Director and additional fees will apply. A price list is attached to this Agreement.

**(4.I) Banquet Event Orders:** A Crowne Meeting Director will contact Group as time grows near the arrival date to discuss and finalize exact room set-up requirements, menu selections and audio-visual equipment needed. Once finalized, Banquet Event Orders will be submitted to Group Contact for changes or approval.

**(4.J) Banquet Function Guarantees:** A final guarantee on catered food functions is due no later than 72 hours (or 3 business days) prior to the Group arrival. This guarantee ensures all your guests receive the selected meal option and are easily accommodated.

**(4.K) Shipping Arrangements:** The Hotel will agree to package and ship your supplies or equipment at a charge agreed upon by both parties. When shipping packages to the Hotel, please address your boxes as follows:

**Ms. Barbara Kovacevich/TOWN OF ADDISON**  
**c/o THE CROWNE PLAZA DALLAS - NEAR THE GALLERIA**  
**14315 Midway Road, Addison, TX 75001**  
**Hold For Tuesday, April 1, 2008 Arrival**

## **5. BILLING AND PAYMENT ARRANGEMENTS**

**(5.A) Guestroom Payment:** Attendees will pay for their own room, tax and incidental charges upon departure. Guests listed on Staff & VIP rooming list will have room & tax charged to the Group Master Account. Incidental charges for these special guests will be paid as noted on the rooming list.

**(5.B) Master Account and Payment of Charges:** A Master Account will be established for this event. All charges, for which Group will be responsible for paying, will be compiled in the Master Account to create a Master Bill. Billing questions or disputes will be directed to the Crowne Meeting Director immediately for resolution.

Group will apply for credit with Hotel by submitting a complete, signed Credit Application with this agreement. A signed credit application acknowledges Group's understanding of and agreement to the following terms and conditions:

Group authorizes the receipt and exchange of credit information, and (iii) requests that Hotel verify such credit information in establishing a credit line for Group's use. It is further understood that Hotel retains the right, in its sole discretion, to deny credit and/or discontinue direct billing privileges at any time, with or without cause, and without necessity of notice or explanation.

The undisputed amount is due immediately upon receipt of invoice from Hotel. Payment of outstanding charges, pending dispute resolution, is due immediately upon receipt of corrected invoice. Group will pay a service charge of 1.5% per month (18% per annum) on

charges that remain outstanding after 30 days of receipt of Hotel invoice. In addition, without further delay or additional demand, Group shall be responsible for any and all costs, expenses, and fees associated with any collection efforts made on Hotel's behalf, including but not limited to reasonable attorneys' fees and court costs.

DUNN & BRADSTREET ID: \_\_\_\_\_

**(5.C) Billing Contact Name, Address, Phone, and Email:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6. COMMITMENT**

Upon signing this Agreement, Hotel is committed to reserve the sleeping rooms and banquet space for Group to the exclusion of other business opportunities. Group is therefore committed to utilize and pay for the sleeping rooms, banquet space and banquet food and beverage as set forth in this Agreement. The pricing and discounts offered by Hotel are based on a "Total Anticipated Revenue" for this event of **\$60,355.00**. "Total Anticipated Revenue" for event is the total of: "Anticipated Rooms Revenue" of **\$47,405.00**, calculated by the number of attendee rooms reserved (**499**) multiplied by the group rate (**\$95**); plus the number of staff rooms reserved (**50**) multiplied by the staff rate (**\$59**) plus 11 complimentary rooms; and the minimum guaranteed banquet food and beverage of **\$10,000**.

**7. ROOM BLOCK ALTERATION**

Should Group not utilize and pay for the sleeping rooms reserved, damages will occur because the Hotel will have lost the opportunity to offer unused rooms to other parties or will incur costs in attempting to resell what was already sold. The exact amount of damages will be difficult to determine so the parties agree in advance that if Group meets 80% or more of the "Anticipated Rooms Revenue" or **\$37,924.00** for this event, no damages will be paid to Hotel. Should Group not meet at least 80% of the Anticipated Rooms Revenue for the event, Group will pay liquidated damages equal to the difference between the **\$37,924.00** and the actual rooms revenue produced.

**8. CANCELLATION BY GROUP**

Cancellation of these commitments by Group will be done in writing and sent to the Hotel either registered mail or read-receipt email. The closer in time to the event of the cancellation, the more difficult it is for the hotel to resell the reserved rooms and function space and thus a greater damage to the hotel. Therefore, it is agreed that should Group cancel their entire event, they will pay liquidated damages equal to a percentage of the "Total Anticipated Revenue" for the event. The closer in time to the event of the cancellation, the greater the percentage of "Total Anticipated Revenue" will be paid.

**Receipt of Cancellation**

Within 90 Days of Arrival  
91 Days to 180 Days Prior to Arrival  
181 Days to 270 Days Prior to Arrival  
271 Days to 365 Days Prior to Arrival  
366 Days or More Prior to Arrival

**Total Anticipated Revenue**

100% of Anticipated Revenue  
75% of Anticipated Revenue  
50% of Anticipated Revenue  
25% of Anticipated Revenue  
10% of Anticipated Revenue

**9. CANCELLATION BY HOTEL**

Hotel reserves the right to cancel this contract in its entirety for the following reasons:

- 1) Hotel determines that, through either fraud or misrepresentation, the nature, purpose or basis for your use of the Hotel is other than has been specifically represented to Hotel; or
- 2) Group fails to pay in accordance with the terms of this agreement

If Hotel cancels the agreement due to reasons 1 or 2 above, the cancellation fee will be effective immediately without any cost, penalty or liability to Hotel. \*\* If Hotel cancels due to reasons 3 below, Hotel agrees to return all deposits and advanced payments and will assist with finding comparable accommodations for your event.

- 3) If the Hotel is sold and the Hotel has given you at least 90 days notice.

\*\*If Hotel is able to assign the agreement to the new owner of the Hotel, Group understand that your advance payments and deposits will be transferred to the new owner. The new owner will be assuming sole responsibility for performance under the agreement from that point forward.

**10. ACTS OF GOD (AND MAN)**

If events beyond reasonable control of the Parties, including but not limited to, acts of God, war involving the United States, strikes, terrorist attacks in the city in which the hotel is located, or curtailment of transportation affecting attendees which make it impracticable, illegal, or impossible for at least 40% of the attendees from attending the event or for the hotel to perform to the standards of this contract, the affected party will not be held to all the requirements of this agreement or may cancel with out penalty with written notice.

**11. AMERICANS WITH DISABILITIES ACT**

The Crowne Plaza Dallas-Near the Galleria represents and Group acknowledges that beginning on January 1, 1992, and continuing thereafter in accordance with the compliance dates established or required under Title III of the Americans With Disabilities Act and the regulations promulgated ("ADA"), the Crowne Plaza facilities being rented to Group, its guest rooms, common areas and its transportation services will be in compliance with the public accommodation requirements of the ADA.

**12. INDEMNIFICATION**

To the extent permitted by law, both parties agree to protect, indemnify, defend and hold harmless the other party, including employees and ownership, against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with your function, except those claims arising out of the sole negligence or willful misconduct of either party.

**13. ACCEPTANCE**

The undersigned are authorized to sign and enter into this contract. The commitments for this event including space and sleeping rooms will be considered definite once Hotel has received a **signed agreement and a signed payment form** by **September 15, 2007**. Any changes or cancellation of the agreement will be made in writing and signed and dated by both parties.

Accepted and agreed for **Town of Addison** by:

\_\_\_\_\_  
Ms. Barbara Kovacevich Date  
Special Events Manager

Accepted and agreed for **Crowne Plaza Dallas - Near the Galleria** by:

\_\_\_\_\_  
Kim Sparks Date  
Sales Manager

\_\_\_\_\_  
Norma Ventrca Date  
Director of Sales

## **Crowne Plaza Dallas Near the Galleria Catering Policies**

### **Contracts/Commitments**

Contracts must be signed and approved by the Group and the Hotel. Any changes to the contract must be signed and approved by both parties to be valid. All commitments from the parties are in writing and written commitments supersede any and all verbal commitments when controversial.

### **Function Room Reservations**

All banquet rooms are assigned based on the anticipated number of guests and the basic requirements of your function. If attendance increases or decreases, or your program changes, the Hotel reserves the right to reassign a room appropriate to the event.

### **Seating**

Banquet seating will be at round tables that seat ten (10) guests. Banquet seating at round tables that seat eight (8) guests are available at an additional charge of \$2.00 per person. Room diagrams are provided upon requests.

### **Linen**

The Crowne Plaza Dallas Near the Galleria offers a variety of linen choices. Specialty linens can be arranged at an additional charge.

### **Decorations, Music, Entertainment**

Our staff will be happy to assist you in arranging for your musical and entertainment requirements, as well as advise you on the appropriate flowers, and theme decorations to create the perfect ambiance for your affair.

### **Food and Beverage**

All food and beverage served in the Hotel is to be provided by the Hotel. Dietary substitutions may be made in advance. Alcoholic beverages are to be served on the Hotel premises only by Hotel servers and bartenders. The Hotel's Alcoholic Beverage License requires the Hotel to (1) request proper Identification (photo ID) of any person of questionable age and refuse alcoholic beverage service if the person is either underage or proper identification cannot be produced and (2) refuse alcoholic beverage service to any person who, in the Hotel's judgment, appears intoxicated.

### **Audio Visual Equipment**

The Hotel offers a wide selection of audio-visual equipment available on a rental basis, along with our highly trained technical staff to assist you. Additional power is available for most function rooms. Charges are based on labor and power needs. To ensure the success of your program, it is recommended to rent the hotel's wireless microphones to avoid frequency issues with the other wireless microphones, nearby Addison Airport and local radio stations.

### **Engineering**

Should your event(s) require additional electrical needs, lighting, banners hung, or Engineering assistance, this information must be provided fourteen (14) days prior to the event date. Charges will be based on the extent of the services required. Additional requests at the time of the event(s) and or last minute requests may result in additional surcharge and labor charges.

**Guarantee**

A minimum guarantee number of attendance is required three (3) business days in advance of the function. This number will be considered a guarantee, not subject to reduction, and charges will be made accordingly. If the Catering Office is not notified, the expected attendance will become the guarantee. The Hotel will be prepared to set and service 5% above the guarantee number.

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The Hotel will not assume responsibility or liability for the loss or damage of any merchandise left at the Hotel prior to, or following a function. Arrangements can be made for security of exhibits, merchandise or display items prior to your event through the Catering Department.

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Payment in full must be made ten (10) days prior to your event unless prior credit has been established. A direct bill application form needs to be completed in full and returned with your signed contract a minimum of fourteen (14) days prior the arrival date in order to establish credit. With the Controller's approval, a master account will be set up for any authorized charges.

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There is a \$3.00 per box handling fee for all boxes received. Crates and Pallets do not qualify as boxes. A separate labor charge will be assessed for the handling of these items. Any boxes left at the Crowne Plaza Dallas Near the Galleria seven (7) days after the event without prior instructions will be disposed of. Any package delivered to the Hotel must arrive no sooner than seven (7) working days prior to the function.

**Business Center**

The Business Center at the Crowne Plaza Dallas Near the Galleria will be available twenty-four (24) hrs with workstations, printer and fax machine.

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Client Signature

## Additional Fees that May Apply

### Phone & Internet Fees:

Phone	\$30 per day
Mult-line Phone	\$75 per day
Dial 9 Line	\$40 per day
Dedicated Phone Line	\$150 per day
T1 Line / High Speed Internet	\$150 per day
Add'l Connections to T1	\$10 per person per day

### Power Fees:

120 Volt Single Phase 20 AMP	\$30 per day
120 Volt Single Phase 30 AMP	\$40 per day
120 Volt Single Phase 50 AMP	\$60 per day
208 Volt Single Phase 20-30 AMP	\$60 per day
208 Volt Single Phase 50 AMP	\$115 per day
208 Volt 3 Single Phase 20-30 AMP	\$115 per day
208 Volt 3 Single Phase 50-100 AMP	\$270 per day
Extension Cord	\$10.00 per day
Power Strip / Surge Protector	\$15.00 per day

### Rental Fees:

Folding Chair	\$1.55 - \$4.00 each*
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# CROWNE PLAZA®

DALLAS NEAR THE GALLERIA

PROPOSED CONFIRMATION AGREEMENT

August 16, 2007

Ms. Barbara Kovacevich  
**TOWN OF ADDISON**  
 16801 Westgrove Drive  
 P.O. Box 9010  
 Addison, TX 75001-9010

This confirmation agreement (hence forth known as Agreement) is a contract between Crowne Plaza Dallas – Near the Galleria (hence forth known as Hotel) and TOWN OF ADDISON (hence forth known as Group) for sleeping rooms, function space, and the associated services for **10th Annual North Texas Jazz Festival in Addison** to be held **Wednesday, April 7, 2010** through **Sunday, April 11, 2010**. The commitments outlined below include or supersede any and all previous commitments, oral or written. The parties agree that any new commitments or changes to the commitment will be in writing and signed by both parties.

## 1. SLEEPING ACCOMMODATIONS AND RATES

**(1.A) Sleeping Room Block:** The Hotel has reserved the following room block exclusively for **10th Annual North Texas Jazz Festival in Addison**:

Day	Wed	Thu	Fri	Sat	Sun
Date	4/7/2010	4/8/2010	4/9/2010	4/10/2010	4/11/2010
Room Block	20	160	200	180	C/O
Standard - 2-double beds NS	20	142	175	160	C/O
Standard - 2-double beds S	-	3	5	5	C/O
Standard - Queen bed/ sleeper sofa NS	-	15	20	15	C/O

**(1.B) Group Rate:** The rates listed below are negotiated specifically for Group attendees. Special rates and accommodations offered are listed under paragraph 2. **HOTEL CONCESSIONS** of this Agreement.

Room Type	Group Rate
Standard room – any bed type	\$95.00 Single - Quadruple Occupancy

**(1.C) Early / Late Rates:** The special Group rate will be offered based upon availability to attendees that stay up to two days prior to scheduled Group arrival through two days following Group's scheduled departure.

**(1.D) Occupancy tax:** Rates are subject to 13% occupancy tax, 7% local and 6% state. The Hotel recognizes that guests traveling on behalf of Texas educational institutes and religious organizations may be state occupancy tax exempt with the proper exemption certificates provided prior to or at check-in.

**(1.E) Placement Fee:** See addendum

**(1.F) Parking:** The Hotel offers 725 free parking spaces.

**(1.G) Check-in and Checkout Times:** Hotel check-in time begins at 3:00PM and Hotel checkout time is 12:00PM. Luggage storage is available for guests arriving prior to check-in and/or departing after checkout. Due to hotel occupancy, late checkout for groups is not guaranteed.

## 2. HOTEL CONCESSIONS

The Hotel offers the following concessions based on Group meeting at least 80% of the "Anticipated Rooms Revenue" for event, as outlined in paragraph 6. **COMMITMENT** of this Agreement:

- Two deluxe hospitality suites will be provided to Group Complimentary up to four nights
- For every fifty paid room nights, Group will receive one complimentary room night
- For event staff, hotel will provide a rate of \$59.00 per night for up to fifty room nights
- Executive Suites for up to five event VIPs at the \$95 group standard room rate

All complimentary, discounted, and upgrade accommodations must be assigned prior to group arrival. Concessions offered have no cash or credit value and will be forfeited if not assigned.

## 3. RESERVATION PROCEDURES

**(3.A) Attendee Reservation Procedures:** to receive the special rate and their preferred room type, attendees will reserve rooms by **CALLING THE HOTEL** or **ON-LINE** per the instructions below prior to the reservation cut-off date of **March 17, 2010** (12:00:00 AM). Room and rate availability is guaranteed until room block is full or the cut-off date has passed, whichever comes first. Additional reservations will be accommodated based on room and rate availability.

(a.) Attendees may **CALL** the Hotel Reservations Department at 972-980-8877 during regular business hours, or 800-377-9778 24 hours a day. They should identify themselves as part of **10th Annual North Texas Jazz Festival in Addison**. Upon the completion of the call, individuals will receive a confirmation number that should be saved to expedite changes, cancellations, and check-in.

(b.) Attendees may **BOOK ON-LINE** through the Hotel website, [www.cpgalleria-nr.crowneplaza.com](http://www.cpgalleria-nr.crowneplaza.com); by completing **TRAVELER INFORMATION**; providing a three (3) letter **GROUP CODE** (provided by the Sales Department); and then clicking **RESERVE A ROOM**. By clicking **RESERVE A ROOM**, the attendee will be able to see all available room types remaining in the Group block and the special rates. Once complete, the attendee will receive their confirmation number which should be kept for ease of reservation changes and cancellation or check-in. (The Hotel Sales Department can also provide a direct link to the Hotel website for reservations.)

**(3.B) Guarantee Status:** Reservations must be guaranteed to an individual's credit card or by advance deposit. A guaranteed room reservation assures a room regardless of the time of arrival. Any guaranteed reservation not utilized and not canceled before 4:00 P.M. on the day of arrival will be billed one night room and tax to the credit card or against the advance deposit.

**(3.C) Staff & VIP Reservation Procedures:** Staff and VIP room reservations will be submitted on a rooming list to the Crowne Meeting Director. The rooming list will be headed with the organization name; event name; contact person's name and phone number. The list will include name of all adult guests in each room, arrival and departure dates, room type requested, and billing for each room. All rooms will be guaranteed for late arrival to the Master Account.

#### **4. FUNCTION ARRANGEMENTS**

**(4.A) Function Space:** Hotel commits function space to accommodate the events listed in the Schedule of Events in this Agreement. Changes to this Schedule of Events and requests for additional function space will be submitted to the Crowne Meetings Director in writing. Additional function space is not guaranteed and function room rental may apply. In addition, specific function rooms are not guaranteed and any room names listed in this Agreement are for planning purposes only and are subject to change. Final function room assignments will be committed upon the signing of the banquet event orders. If needed, Group may request final room assignments within 60 days of the scheduled Group arrival from the Crowne Meetings Director. Changes to the function rooms listed on the Schedule of Events by the will be submitted to Group in writing as a courtesy and further aid in planning.

#### **(4.B) Schedule of Events**

<b>Day</b>	<b>Date</b>	<b>Start</b>	<b>End</b>	<b>Function</b>	<b>Setup</b>	<b>Room</b>
Wed	4/7/2010	8:00 AM	24 Hours	Storage	-	N. Lobby Reg.
		8:00 AM	24 Hours	Storage	-	Director's
		8:00 AM	24 Hours	Storage	-	Magnolia
		8:00 AM	24 Hours	Setup	Staging	Trinity VI-VIII
		6:00 PM	24 Hours	Setup	Staging	Oak Ballroom
Thu	4/8/2010	8:00 AM	24 Hours	Registration	Existing	N. Lobby Reg.
		8:00 AM	24 Hours	Storage	Existing	Director's
		8:00 AM	24 Hours	Storage	-	Magnolia
		8:00 AM	24 Hours	Crew Meals	Existing	Boardroom
		8:00 AM	24 Hours	Hospitality	Existing	2031
		8:00 AM	24 Hours	Setup	Ex. Tables	Trinity Gallery
		8:00 AM	6:00 PM	Setup	Sound	Trinity Ballroom
		8:00 AM	24 Hours	Setup	Sound	Oak Ballroom
		8:00 AM	24 Hours	Setup	Stage & Sound	Chinaberry
		8:00 AM	24 Hours	Setup	Sound	Whispering Oaks
		8:00 AM	24 Hours	Setup	Sound	Palm
		6:00 PM	24 Hours	Setup	TBD	Pecan, Elm, Maple, Willow, Dogwood
		6:00 PM	24 Hours	Hal Miller Films	Existing	A. Lecture Hall
		7:00 PM	8:00 PM	Reception	Reception	Whispering Oaks
		7:00 PM	8:00 PM	Reception	Reception	Palm
		7:00 PM	11:30 PM	Opening Concert	Theatre	Trinity Ballroom

Fri	4/9/2010	8:00 AM	24 Hours	Registration	Registration	N. Lobby Reg.
		8:00 AM	24 Hours	Storage	Existing	Director's
		8:00 AM	24 Hours	Storage	-	Magnolia
		8:00 AM	24 Hours	Crew Meals	Existing	Boardroom
		8:00 AM	24 Hours	Hospitality	Existing	2031
		8:00 AM	24 Hours	Exhibitors	Ex. Tables	Trinity Gallery
		9:00 AM	24 Hours	Big Band Perf. A	Theatre	Trinity Ballroom
		8:15 AM	24 Hours	Big Band Perf./ Clinic B	Theatre	Oak Ballroom
		8:15 AM	24 Hours	Vocal Perf/Clinic	Theatre	Chinaberry
		9:00 AM	24 Hours	Combo Perf.	Theatre	Whispering Oaks
		8:30 AM	24 Hours	Combo warmup		Palm
		9:00 AM	5:00 PM	Hal Miller Films	Theatre	TBD – PDR II
		8:30 AM	24 Hours	Big band warmup A		Pecan
		8:30 AM	24 Hours	Big band warmup B		Elm
		8:30 AM	24 Hours	Vocal warmup		Maple
		9:00 AM	24 Hours	Combo Clinic		Willow
		9:00 AM	24 Hours	Big Band Clinic A		Dogwood
Sat	4/10/2010	8:00 AM	24 Hours	Registration	Registration	N. Lobby Reg.
		8:00 AM	24 Hours	Storage	Existing	Director's
		8:00 AM	24 Hours	Storage	-	Magnolia
		8:00 AM	24 Hours	Crew Meals	Existing	Boardroom
		8:00 AM	24 Hours	Hospitality	Existing	2031
		8:00 AM	24 Hours	Exhibitors	Ex. Tables	Trinity Gallery
		9:00 AM	24 Hours	Big Band Perf. A	Theatre	Trinity Ballroom
		8:15 AM	24 Hours	Big Band Perf./ Clinic B	Theatre	Oak Ballroom
		8:15 AM	24 Hours	Vocal Perf/Clinic	Theatre	Chinaberry
		9:00 AM	24 Hours	Combo Perf.	Theatre	Whispering Oaks
		8:30 AM	24 Hours	Combo warmup		Palm
		9:00 AM	5:00 PM	Hal Miller Films	Existing	A. Lecture Hall
		8:30 AM	24 Hours	Big band warmup A		Pecan
		8:30 AM	24 Hours	Big band warmup B		Elm
		8:30 AM	24 Hours	Vocal warmup		Maple
		9:00 AM	24 Hours	Combo Clinic		Willow
		9:00 AM	24 Hours	Big Band Clinic A		Dogwood
		5:00 PM	6:00 PM	Awards Ceremony	SRO	Whispering Oaks
		5:00 PM	6:00 PM	Awards Ceremony	SRO	Palm
Sat	4/11/2010	8:00 AM	3:00 PM	Storage	Existing	N. Lobby Reg.
		8:00 AM	3:00 PM	Storage	Existing	Director's
		8:00 AM	3:00 PM	Storage	-	Magnolia
		8:00 AM	3:00 PM	Storage	Existing	2031
		8:00 AM	3:00 PM	Storage	-	Dogwood

**(4.C) Banquet Equipment:** Hotel will provide standard banquet equipment, such as tables, table skirting, linen, tableware, serving items, chairs, risers, podiums, easels, and dance floor, at no additional cost to Group. The current inventory of risers is 12 pieces of 4'x8' (16" – 24" high) and 10 pieces of 6'x8' (16"-24" high). Should Event request equipment that exceeds the Hotel's inventory, Group may bring in equipment or use a vendor's equipment without additional charge. Group will inform the Crowne Meetings Director of the type of equipment to ensure proper fit and inclusion on banquet event orders. Group will also provide the Hotel with the vendor name and contact information. If needed, the Hotel's Crowne Meetings Director may assist with procurement of equipment but the cost of renting or buying additional equipment is the responsibility of Group. The cost of additional Hotel labor, if required for set-up, will be determined in advance and charged to Event's Master Account.

**(4.D) Audio Visual Equipment:** Audio Visual equipment is available from Swank Audio-visuals, our in-house technicians. All technical assistance Group may require will be provided by Swank and labor charges will apply. Use of Hotel's in-house sound systems is included in the price of audio equipment rental.

Group is not required to use Hotel's in-house audio-visual company; Group may bring in their own equipment or vendor. A \$50 patch fee per contiguous room, per day will apply for usage of Hotel's in-house sound systems.

**(4.E) Banquet Food & Beverage Restrictions:** All the food and beverage products served must be provided by the Hotel including (but not limited to) candy, cookies, and sodas. Group must have advance written consent from the Hotel to bring in outside food or beverage items to be served by the Hotel staff.

**(4.F) Banquet Food Minimum:** Group guarantees to purchase a minimum of **\$10,000**, in banquet food (and beverage). Only banquet food and beverage that is billed to the Group Master Account will be applied to this minimum. All food and beverage purchased is subject to 22% service charge and 8.25% tax unless group is tax exempt. The minimum purchase amount does not include service charge or tax. Menu prices are subject to change unless the menus are attached to this agreement.

**(4.G) Alcoholic Beverages Services:** It is the policy of the Hotel to serve alcohol in a responsible manner. For the concern for your guests' well being, the Hotel reserves the right to refuse alcoholic beverages service to anyone, who appears to be less than the age of 21 or in the sole opinion of the Hotel Management, appears intoxicated. Please note that all alcoholic beverages served on the Hotel premises must be provided by the Hotel and dispensed by our staff.

Guests may bring alcoholic beverages into their guestrooms for their personal consumption, but may not carry alcoholic beverages into public areas of the hotel including guestroom corridors. It is Group's responsibility to inform their guests that should they choose to serve alcoholic beverages to anyone else they do so at their own risk and will be liable for knowing and obeying Texas laws on the serving of alcoholic beverages and the standards set by Texas Alcoholic Beverage Commission. The hotel accepts no responsibility for any incidents arising from such service.

**(4.H) Exhibitors or Vendors:** Exhibit space is reserved for Group as specified in the Schedule of Events. Hotel agrees to provide labor and the following equipment for exhibitor setup: tables, linen, chairs, waste receptacle, and 30 amps of power. Exhibitor Setup is provided complimentary. Requests from exhibitors for special equipment, more power, and/or high-speed Internet access must be made in advance of arrival through the Crowne Meeting Director and additional fees will apply. A price list is attached to this Agreement.

**(4.I) Banquet Event Orders:** A Crowne Meeting Director will contact Group as time grows near the arrival date to discuss and finalize exact room set-up requirements, menu selections and audio-visual equipment needed. Once finalized, Banquet Event Orders will be submitted to Group Contact for changes or approval.

**(4.J) Banquet Function Guarantees:** A final guarantee on catered food functions is due no later than 72 hours (or 3 business days) prior to the Group arrival. This guarantee ensures all your guests receive the selected meal option and are easily accommodated.

**(4.K) Shipping Arrangements:** The Hotel will agree to package and ship your supplies or equipment at a charge agreed upon by both parties. When shipping packages to the Hotel, please address your boxes as follows:

**Ms. Barbara Kovacevich/TOWN OF ADDISON**  
**c/o THE CROWNE PLAZA DALLAS - NEAR THE GALLERIA**  
**14315 Midway Road, Addison, TX 75001**  
**Hold For Tuesday, April 1, 2008 Arrival**

## **5. BILLING AND PAYMENT ARRANGEMENTS**

**(5.A) Guestroom Payment:** Attendees will pay for their own room, tax and incidental charges upon departure. Guests listed on Staff & VIP rooming list will have room & tax charged to the Group Master Account. Incidental charges for these special guests will be paid as noted on the rooming list.

**(5.B) Master Account and Payment of Charges:** A Master Account will be established for this event. All charges, for which Group will be responsible for paying, will be compiled in the Master Account to create a Master Bill. Billing questions or disputes will be directed to the Crowne Meeting Director immediately for resolution.

Group will apply for credit with Hotel by submitting a complete, signed Credit Application with this agreement. A signed credit application acknowledges Group's understanding of and agreement to the following terms and conditions:

Group authorizes the receipt and exchange of credit information, and (iii) requests that Hotel verify such credit information in establishing a credit line for Group's use. It is further understood that Hotel retains the right, in its sole discretion, to deny credit and/or discontinue direct billing privileges at any time, with or without cause, and without necessity of notice or explanation.

The undisputed amount is due immediately upon receipt of invoice from Hotel. Payment of outstanding charges, pending dispute resolution, is due immediately upon receipt of corrected invoice. Group will pay a service charge of 1.5% per month (18% per annum) on

charges that remain outstanding after 30 days of receipt of Hotel invoice. In addition, without further delay or additional demand, Group shall be responsible for any and all costs, expenses, and fees associated with any collection efforts made on Hotel's behalf, including but not limited to reasonable attorneys' fees and court costs.

DUNN & BRADSTREET ID: \_\_\_\_\_

**(5.C) Billing Contact Name, Address, Phone, and Email:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6. COMMITMENT**

Upon signing this Agreement, Hotel is committed to reserve the sleeping rooms and banquet space for Group to the exclusion of other business opportunities. Group is therefore committed to utilize and pay for the sleeping rooms, banquet space and banquet food and beverage as set forth in this Agreement. The pricing and discounts offered by Hotel are based on a "Total Anticipated Revenue" for this event of **\$60,355.00**. "Total Anticipated Revenue" for event is the total of: "Anticipated Rooms Revenue" of **\$47,405.00**, calculated by the number of attendee rooms reserved (**499**) multiplied by the group rate (**\$95**); plus the number of staff rooms reserved (**50**) multiplied by the staff rate (**\$59**) plus 11 complimentary rooms; and the minimum guaranteed banquet food and beverage of **\$10,000**.

**7. ROOM BLOCK ALTERATION**

Should Group not utilize and pay for the sleeping rooms reserved, damages will occur because the Hotel will have lost the opportunity to offer unused rooms to other parties or will incur costs in attempting to resell what was already sold. The exact amount of damages will be difficult to determine so the parties agree in advance that if Group meets 80% or more of the "Anticipated Rooms Revenue" or **\$37,924.00** for this event, no damages will be paid to Hotel. Should Group not meet at least 80% of the Anticipated Rooms Revenue for the event, Group will pay liquidated damages equal to the difference between the **\$37,924.00** and the actual rooms revenue produced.

**8. CANCELLATION BY GROUP**

Cancellation of these commitments by Group will be done in writing and sent to the Hotel either registered mail or read-receipt email. The closer in time to the event of the cancellation, the more difficult it is for the hotel to resell the reserved rooms and function space and thus a greater damage to the hotel. Therefore, it is agreed that should Group cancel their entire event, they will pay liquidated damages equal to a percentage of the "Total Anticipated Revenue" for the event. The closer in time to the event of the cancellation, the greater the percentage of "Total Anticipated Revenue" will be paid.

**Receipt of Cancellation**

Within 90 Days of Arrival  
 91 Days to 180 Days Prior to Arrival  
 181 Days to 270 Days Prior to Arrival  
 271 Days to 365 Days Prior to Arrival  
 366 Days to 550 Days Prior to Arrival  
 More than 550 Days Prior to Arrival

**Total Anticipated Revenue**

100% of Anticipated Revenue  
 75% of Anticipated Revenue  
 50% of Anticipated Revenue  
 25% of Anticipated Revenue  
 10% of Anticipated Revenue  
 No Damages

**9. CANCELLATION BY HOTEL**

Hotel reserves the right to cancel this contract in its entirety for the following reasons:

- 1) Hotel determines that, through either fraud or misrepresentation, the nature, purpose or basis for your use of the Hotel is other than has been specifically represented to Hotel; or
- 2) Group fails to pay in accordance with the terms of this agreement

If Hotel cancels the agreement due to reasons 1 or 2 above, the cancellation fee will be effective immediately without any cost, penalty or liability to Hotel. \*\* If Hotel cancels due to reasons 3 below, Hotel agrees to return all deposits and advanced payments and will assist with finding comparable accommodations for your event.

- 3) If the Hotel is sold and the Hotel has given you at least 90 days notice.

\*\*If Hotel is able to assign the agreement to the new owner of the Hotel, Group understand that your advance payments and deposits will be transferred to the new owner. The new owner will be assuming sole responsibility for performance under the agreement from that point forward.

**10. ACTS OF GOD (AND MAN)**

If events beyond reasonable control of the Parties, including but not limited to, acts of God, war involving the United States, strikes, terrorist attacks in the city in which the hotel is located, or curtailment of transportation affecting attendees which make it impracticable, illegal, or impossible for at least 40% of the attendees from attending the event or for the hotel to perform to the standards of this contract, the affected party will not be held to all the requirements of this agreement or may cancel with out penalty with written notice.

**11. AMERICANS WITH DISABILITIES ACT**

The Crowne Plaza Dallas-Near the Galleria represents and Group acknowledges that beginning on January 1, 1992, and continuing thereafter in accordance with the compliance dates established or required under Title III of the Americans With Disabilities Act and the regulations promulgated ("ADA"), the Crowne Plaza facilities being rented to Group, its guest rooms, common areas and its transportation services will be in compliance with the public accommodation requirements of the ADA.

**12. INDEMNIFICATION**

To the extent permitted by law, both parties agree to protect, indemnify, defend and hold harmless the other party, including employees and ownership, against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with your function, except those claims arising out of the sole negligence or willful misconduct of either party.

**13. ACCEPTANCE**

The undersigned are authorized to sign and enter into this contract. The commitments for this event including space and sleeping rooms will be considered definite once Hotel has received a **signed agreement and a signed payment form** by **September 15, 2007**. Any changes or cancellation of the agreement will be made in writing and signed and dated by both parties.

Accepted and agreed for **Town of Addison** by:

\_\_\_\_\_  
Ms. Barbara Kovacevich Date  
Special Events Manager

Accepted and agreed for **Crowne Plaza Dallas - Near the Galleria** by:

\_\_\_\_\_  
Kim Sparks Date  
Sales Manager

\_\_\_\_\_  
Norma Ventrca Date  
Director of Sales

## **Crowne Plaza Dallas Near the Galleria Catering Policies**

### **Contracts/Commitments**

Contracts must be signed and approved by the Group and the Hotel. Any changes to the contract must be signed and approved by both parties to be valid. All commitments from the parties are in writing and written commitments supersede any and all verbal commitments when controversial.

### **Function Room Reservations**

All banquet rooms are assigned based on the anticipated number of guests and the basic requirements of your function. If attendance increases or decreases, or your program changes, the Hotel reserves the right to reassign a room appropriate to the event.

### **Seating**

Banquet seating will be at round tables that seat ten (10) guests. Banquet seating at round tables that seat eight (8) guests are available at an additional charge of \$2.00 per person. Room diagrams are provided upon requests.

### **Linen**

The Crowne Plaza Dallas Near the Galleria offers a variety of linen choices. Specialty linens can be arranged at an additional charge.

### **Decorations, Music, Entertainment**

Our staff will be happy to assist you in arranging for your musical and entertainment requirements, as well as advise you on the appropriate flowers, and theme decorations to create the perfect ambiance for your affair.

### **Food and Beverage**

All food and beverage served in the Hotel is to be provided by the Hotel. Dietary substitutions may be made in advance. Alcoholic beverages are to be served on the Hotel premises only by Hotel servers and bartenders. The Hotel's Alcoholic Beverage License requires the Hotel to (1) request proper Identification (photo ID) of any person of questionable age and refuse alcoholic beverage service if the person is either underage or proper identification cannot be produced and (2) refuse alcoholic beverage service to any person who, in the Hotel's judgment, appears intoxicated.

### **Audio Visual Equipment**

The Hotel offers a wide selection of audio-visual equipment available on a rental basis, along with our highly trained technical staff to assist you. Additional power is available for most function rooms. Charges are based on labor and power needs. To ensure the success of your program, it is recommended to rent the hotel's wireless microphones to avoid frequency issues with the other wireless microphones, nearby Addison Airport and local radio stations.

### **Engineering**

Should your event(s) require additional electrical needs, lighting, banners hung, or Engineering assistance, this information must be provided fourteen (14) days prior to the event date. Charges will be based on the extent of the services required. Additional requests at the time of the event(s) and or last minute requests may result in additional surcharge and labor charges.

**Guarantee**

A minimum guarantee number of attendance is required three (3) business days in advance of the function. This number will be considered a guarantee, not subject to reduction, and charges will be made accordingly. If the Catering Office is not notified, the expected attendance will become the guarantee. The Hotel will be prepared to set and service 5% above the guarantee number.

**Security**

The Hotel will not assume responsibility or liability for the loss or damage of any merchandise left at the Hotel prior to, or following a function. Arrangements can be made for security of exhibits, merchandise or display items prior to your event through the Catering Department.

**Prices and Service Charge**

All prices are subject to change without notice until written guarantee is confirmed. Food, beverage and audio-visual prices quoted are subject to a 22% Taxable Service Charge and 8.25% State Sales Tax. It is Texas State Law that taxes are charged on a service charge. Tax-exempt organizations must provide the Hotel with Texas State Tax Exemption Certificates prior to their functions.

**Payment**

Payment in full must be made ten (10) days prior to your event unless prior credit has been established. A direct bill application form needs to be completed in full and returned with your signed contract a minimum of fourteen (14) days prior the arrival date in order to establish credit. With the Controller's approval, a master account will be set up for any authorized charges.

**Packages and Deliveries**

There is a \$3.00 per box handling fee for all boxes received. Crates and Pallets do not qualify as boxes. A separate labor charge will be assessed for the handling of these items. Any boxes left at the Crowne Plaza Dallas Near the Galleria seven (7) days after the event without prior instructions will be disposed of. Any package delivered to the Hotel must arrive no sooner than seven (7) working days prior to the function.

**Business Center**

The Business Center at the Crowne Plaza Dallas Near the Galleria will be available twenty-four (24) hrs with workstations, printer and fax machine.

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Client Signature

## Additional Fees that May Apply

### Phone & Internet Fees:

Phone	\$30 per day
Mult-line Phone	\$75 per day
Dial 9 Line	\$40 per day
Dedicated Phone Line	\$150 per day
T1 Line / High Speed Internet	\$150 per day
Add'l Connections to T1	\$10 per person per day

### Power Fees:

120 Volt Single Phase 20 AMP	\$30 per day
120 Volt Single Phase 30 AMP	\$40 per day
120 Volt Single Phase 50 AMP	\$60 per day
208 Volt Single Phase 20-30 AMP	\$60 per day
208 Volt Single Phase 50 AMP	\$115 per day
208 Volt 3 Single Phase 20-30 AMP	\$115 per day
208 Volt 3 Single Phase 50-100 AMP	\$270 per day
Extension Cord	\$10.00 per day
Power Strip / Surge Protector	\$15.00 per day

### Rental Fees:

Folding Chair	\$1.55 - \$4.00 each*
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\*Hotel may consider purchasing chairs with a multi-year agreement

**Council Agenda Item: #R12**

**SUMMARY:**

Staff is requesting Council approve an ordinance adopting the Goals and Policies for the Comprehensive Plan Amendments for the Brookhaven Club Neighborhood

**FINANCIAL IMPACT:**

No financial impact

**BACKGROUND:**

The Goals and Policies for the Comprehensive Plan Amendments for the Brookhaven Club neighborhood were approved by the Planning and Zoning Commission on February 22, 2007

On July 26<sup>th</sup>, the Council and Planning and Zoning Commission met in a joint work session to discuss the proposed Goals and Policies. At that meeting, the idea of creating a sustainability program for all of Addison was discussed. However, the Council had some concerns about requiring the developer to comply with a program that was not yet in place. At the Council Work Session on August 18<sup>th</sup>, the Council agreed to limit the scope of a Sustainability Program to just the Brookhaven Club area. The staff has since reworded the Goals and Policies to provide for adoption of a Brookhaven Sustainability Program, and to incorporate other changes suggested by the Council.

The staff has been working with the developer to gather and list the sustainable elements and practices the developer will include in the redevelopment. Those items include such things as: providing community-wide hike and bike trails to encourage pedestrian travel, recycling storm water from the creek for irrigation, and providing energy-efficient appliances in the units. The staff plans to work with the developer to come up with a sustainability program that can be attached as an appendix to the Planned Development zoning ordinance for the property.

The staff has hired Betsy Del Monte, a LEED-certified architect with BECK, to assist the Town staff and developer on the development of the sustainability program. Ms. Del Monte will provide consulting services, on an hourly basis, to help the staff facilitate the meeting with the developer, achieve consensus on the items to be included in the program, and draft the Brookhaven Sustainability Program for adoption by the Planning and Zoning Commission and City Council.

**RECOMMENDATION:**

Staff recommends the Council approve an ordinance adopting the Goals and Policies for the Comprehensive Plan Amendments for the Brookhaven Club Neighborhood

## Addison Comprehensive Plan Amendments to the Plan for the Brookhaven Club Neighborhood Goals and Policies

### Goals

- 1) **Re-branding.** The Brookhaven Club neighborhood has been a wonderful residential neighborhood for many years. However, this new redevelopment gives the area an opportunity to re-brand and re-invent itself as a completely new, urban style, neighborhood. The new redevelopment may possibly be re-named at a later date by the developer, with approval from the Town, but for the purposes of this plan amendment, the area is referred to as the "Addison Village" area. The Addison Village is defined by Spring Valley Road on the North, Marsh on the West, Brookhaven Community College on the South, and the Town limit on the East, provides an opportunity to create an exciting new sustainable pedestrian-oriented community within the Town of Addison.
- 2) **Sustainable Community.** A residential development becomes a true "neighborhood" when it offers a mix of uses including retail and restaurants, pedestrian-orientation, and a range of housing types to accommodate a person's full life-cycle. This is the type of neighborhood that can develop a palpable "sense of community" because people do not have to move out when their housing needs change. Residents get to know their neighbors and stay engaged because they are committed to the community. These are also the types of neighborhoods that will attract reinvestment over time.
- 3) **Residential Unit Type.** It is important to diversify the unit type in the Addison Village so that a range of household types are attracted, and residents are provided with opportunities to move up or down to units of different sizes and with different amenities; leased and owned.
- 4) **Neighborhood Retail.** Greenhaven Village Shopping Center has the opportunity to both retain its auto-oriented business from Marsh and Spring Valley and to create a new destination in the area by adding "third place" neighborhood oriented retail. This pedestrian environment has proven successful throughout the region in conjunction with higher density residential projects like Addison Circle, Legacy Town Center, West Village, and others.
- 5) **Connections.** A key ingredient to creating desirable and sustainable communities is providing connections – connections



### Third Places

Sociologist Ray Oldenburg coined the phrase "Third Places" to describe locations other than home (the first place) or work (the second place) that provide an informal gathering spot in which boundaries such as professional disciplines, social standing, or corporate rank are not recognized, and informal networking and chance conversations among patrons can lead to exchanges of ideas. They are also often used as ad hoc work and meeting places by clientele not tied to a traditional workplace, setting the stage for still more chance interactions. Coffee shops, pubs, alfresco cafes, and even bookstores can qualify as third places.

between home, work, recreation, retail, dining, and education.

Addison Village residents would be able to walk or bicycle to Greenhaven Village Shopping Center at the Southeast corner of Spring Valley and Marsh, Brookhaven Community College, Greenhill School, and Addison's trail system and Athletic Center.

- 6) **Creek Corridor.** The corridor along the creek provides an opportunity to preserve flood plain and create an open space amenity with trails that will connect to Brookhaven Community College and the Town's trail system and Athletic Center. This corridor will provide an important link in a Town-wide system connecting all areas of the Town. This will be a major amenity for residents.
- 7) **Access.** Addison Village should be enhanced to provide a signature tree lined street with parking, entry features, and distinctive intersections and architectural treatments, as illustrated in the Addison Village Concept Diagram, it could also include a trail that would connect the Town's trail system to Farmers Branch and Brookhaven Country Club.

A new diagonal roadway from Marsh to the Community College, called Brookhaven Commons Drive, on the diagram, would create a central focus for the community and provide a new entry to both the Village neighborhood and the Community College. This would also serve as an important pedestrian corridor to connect with the retail area.

- 8) **Environmental Responsiveness.** New development should sensitively respond to the unique conditions of this neighborhood and the environment of north central Texas.

Following principles established for LEED certification of buildings (Leadership in Energy and Environmental Design) and neighborhoods (LEED-ND) by the U.S. Green Building Council (USGBC) as well as Energy Star and other energy conservation practices and programs, the site and building layout and design should address such issues as:

- Neighborhood layout, diversity of uses and linkages to surrounding areas to facilitate pedestrian and bicycle movement and outdoor use.
- Design of pedestrian paths, streets, and public areas including providing shade green areas and places for social gathering and interaction.
- The orientation, design, and construction of new and renovated buildings to minimize net energy and water use and improve air quality.

## Policies

- 1. Create an enhanced tree-lined Brookhaven Club Drive (which may be re-named) with on-street parking to slow traffic, a round-about to discourage through traffic, and pedestrian and bicycle trail.**
- 2. Create a new street that crosses Brookhaven Club Drive at 90 degrees and provides a new entrance to the community from Marsh Lane through Greenhaven Village Shopping Center, and a ceremonial entrance to Brookhaven Community College from the north.**

An enhanced Brookhaven Club Drive and the new street will help establish a village identity and provide a high quality armature around which the new neighborhood can be built.

The new street also offers the opportunity to provide a prime location for performing art, cultural and civic facilities. It should not however, handle any service traffic for the College.

- 3. Encourage a blend of residential unit types including town home and condominium/apartment; as well as high rise and low rise.**

As often as possible, provide that all residential units at grade have windows and front door entries which face the sidewalk.

- 4. Work with retail property owners to create a neighborhood-oriented "third place" environment that is well connected to the Village.**
- 5. Work with developers to include connections within and through their developments that will provide residents with greater non-vehicle-oriented connections.**

This could include a trail along the enhanced Brookhaven Club Drive and along the creek area which runs through the neighborhood.

- 6. Investigate and pursue options for an environmentally sustainable community, including following LEED standards for building and neighborhood design.** This may include compliance with The Brookhaven Sustainability Program, which could be created as a component of the Planned Development zoning ordinance for this area.



**Addison Circle**



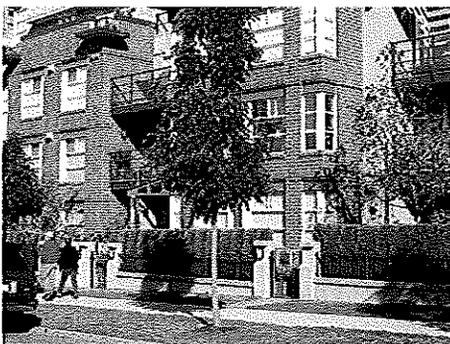
**Addison TXU Right-of-Way**



**Chicago**



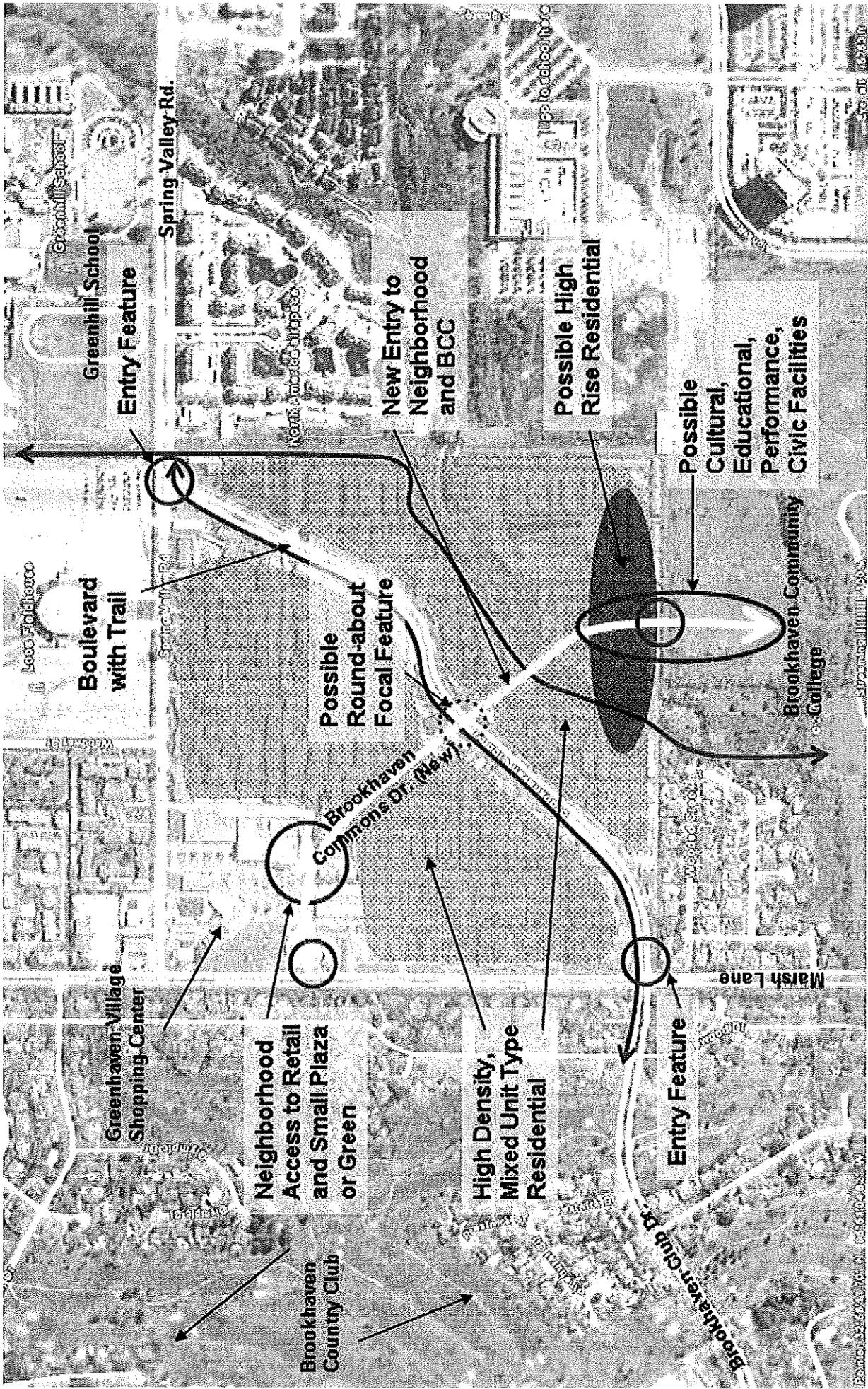
**Vancouver**



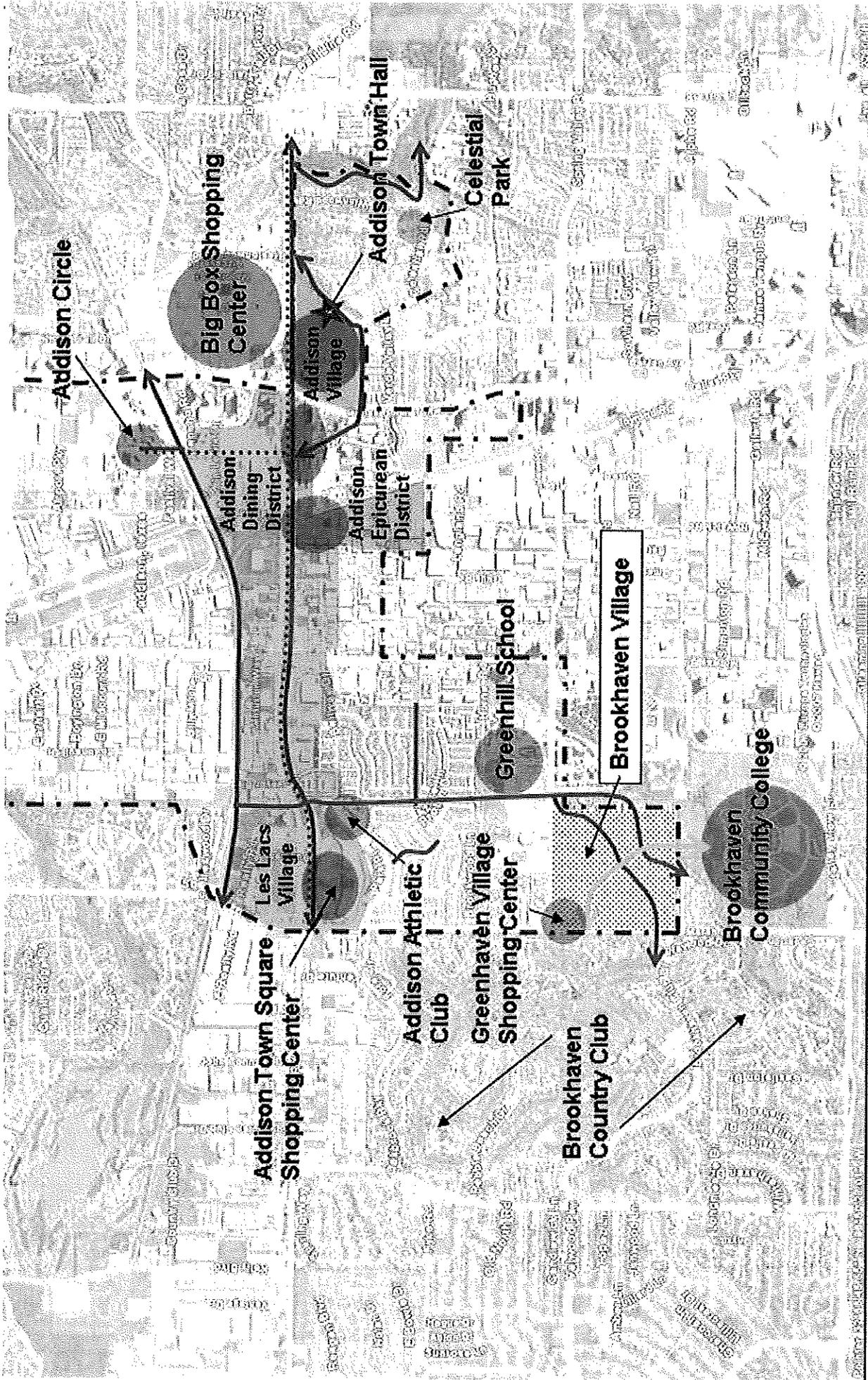
**Vancouver**



**Calgary**



*Addison!* Brookhaven Village  
**CONCEPT**

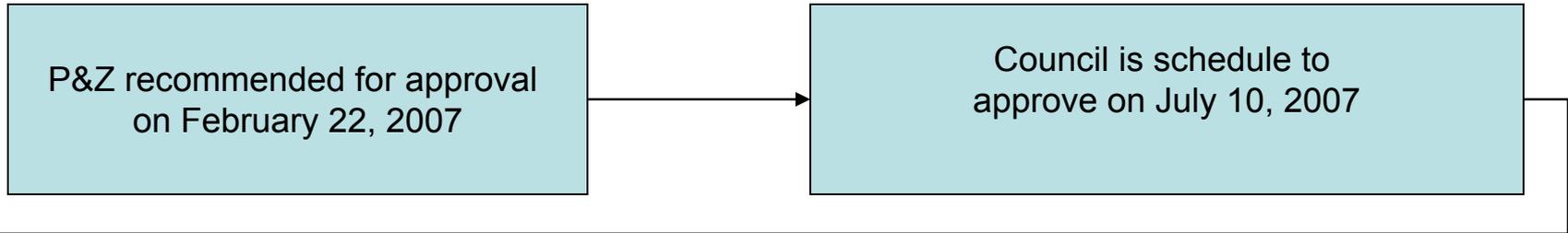


Legend	
Trails	—————
Possible Transit	.....
Schools	●
Retail	●
New Road	———

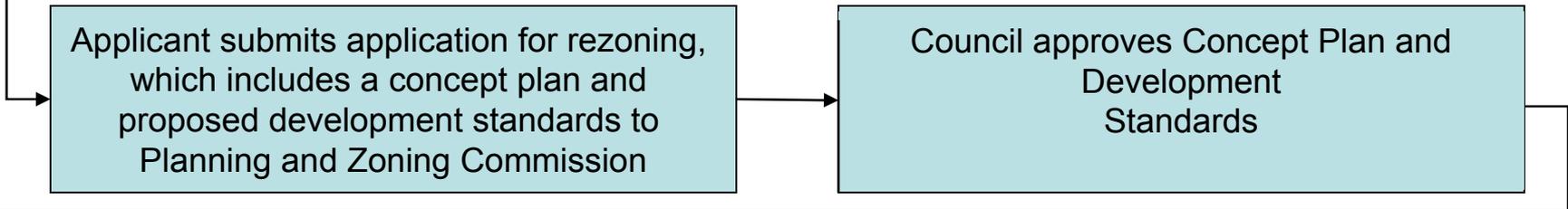
*Addison!* Brookhaven Village  
**CONNECTIONS DIAGRAM**

# Process for Redevelopment of the Brookhaven Club Neighborhood

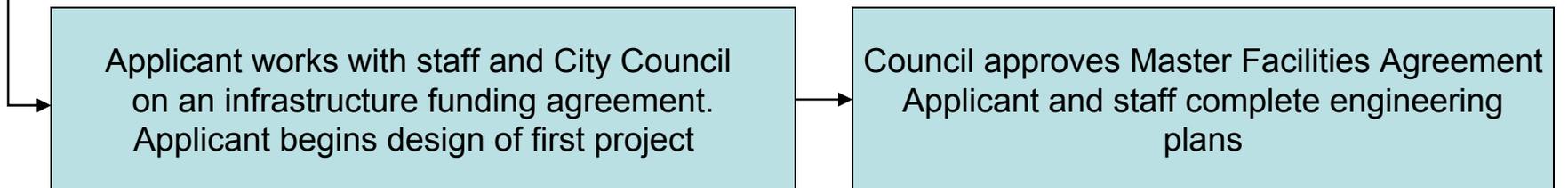
## Step 1. Comprehensive Plan Goals and Policies



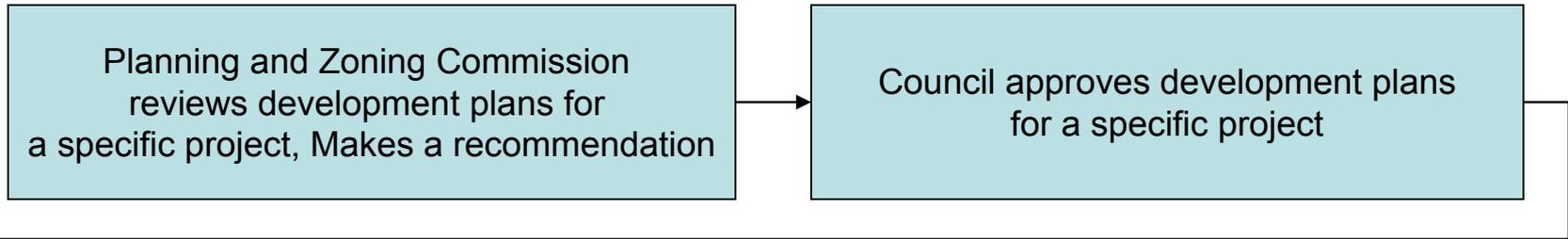
## Step 2. Concept Plan and Development Standards



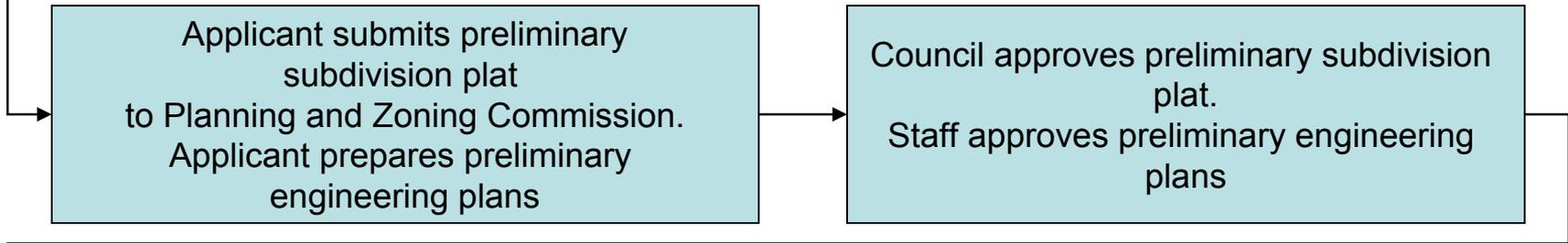
## Step 3. Master Facilities Agreement and Infrastructure Design



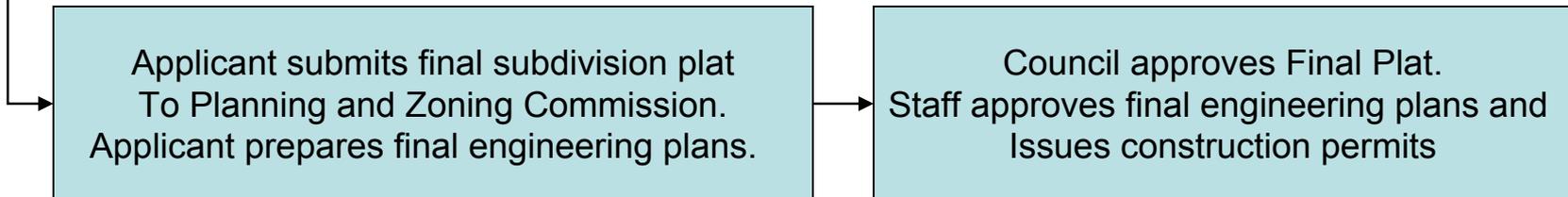
## Step 4. Final Development Plan Approval



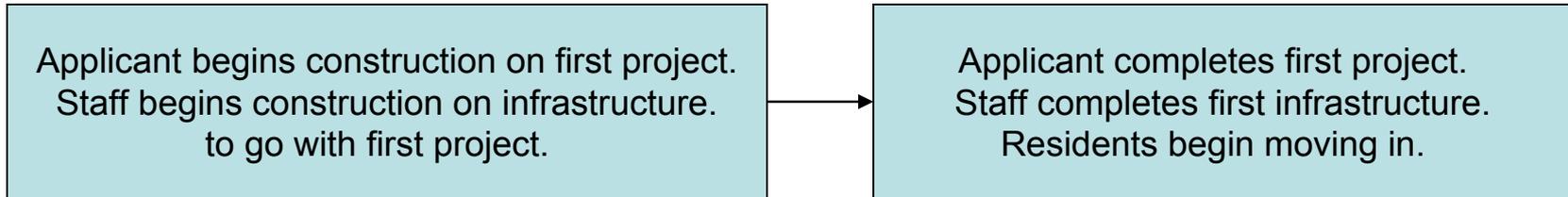
## Step 5. Preliminary Subdivision and Engineering Approval



## Step 6. Final Subdivision and Engineering Approval

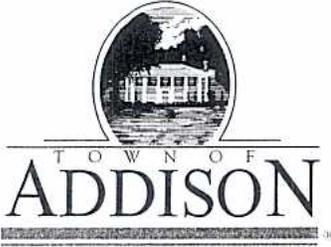


## Step 7. Construction begins on a project



Step 8. For next project, start process again at Step 4.





August 14, 2007

STAFF REPORT

RE: FINAL PLAT/Beltway Office Park,  
Lot 4R

LOCATION: One lot on 2.275 acres in a Local  
retail district at 4400 Belt Line  
Road (formerly On the Border  
Restaurant)

REQUEST: Approval of a final plat

APPLICANT: McInnis Land Consultants,  
represented by Mr. Josh Lambert

DISCUSSION:

Background. This site was originally developed in the 1970s. It has been several restaurants through the years, but it was most recently the On the Border Restaurant. On the Border recently built a new restaurant to the east on Belt Line, and the building that formerly housed the restaurant has been torn down.

At this point, the owners would like to redevelop the site with a Staples Office Supply store. When the owners were doing the drawings for a building permit, they discovered that the restaurant was actually built on two separate lots. The original restaurant was built prior to the staff requiring a plat for the issuance of a building permit, so the staff was not aware that the building was on two lots. The applicant seeks to plat the two lots into one lot so as to construct a Staples store.

Public Works Review. Public Works reviewed the proposed plat and notes the following:

1. The legal description needs to be revised to an owner's certificate.
2. In the legal description, the page reference for Victoria Station Addition does not match the face of the plat and the title block. Please verify.
3. A reference to Lot 2, Beltway Office Park, Tract III, V. 81087, P. 2713 needs to be added to the legal description.

4. The surveyor's certificate must include a signature block for a notary public.
5. Revise the Town's signature block to read: Approved by the City Council of the Town of Addison, Texas on the \_\_\_\_ day of \_\_\_\_\_, 2007. Include a signature field for the Mayor and City Secretary.
6. Remove the flood note.
7. Remove the three notes above the title block.
8. Remove the building setback line.
9. Change all references of "City of Addison" to "Town of Addison."
10. Provide a closure sheet.

RECOMMENDATION:

Staff recommends approval of the final plat, on application from McInnis Land Consultants, subject to the conditions listed above.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "C Moran". The signature is stylized with a large, looped "C" and a more fluid "Moran".

Carmen Moran  
Director of Development Services

COMMISSION FINDINGS:

The applicant submitted a revised "check copy" to the staff prior to the meeting which addressed many of the staff's original conditions for approval. Clay Barnett's comments on the check copy are listed in the attached email dated 8-23-2007. After reviewing the check copy, the staff recommends the following conditions for approval:

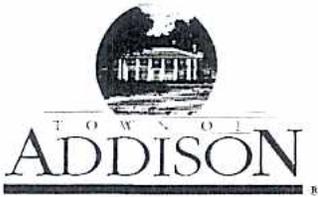
1. For clarity, please rename the subdivision as "Victoria Station" and label it "Lot 1R."
2. The Dedication Statement needs to be arranged in the same order it appears in the ordinance. The signature block should follow the Dedication Statement.
3. "OWNER'S CERTIFICATE" should be labeled at the top of the Owner's Certificate.
4. Remove the sentence "Now, therefore, know all men by these presents:" from the Owner's Certificate (do not remove it from the Dedication Statement).
5. The first two paragraphs in the Owner's Certificate should be combined to read "WHEREAS, OTB PARTNERS, LTD. is the owner of a 2.275 acre tract of land situated in the..."

The Addison Planning and Zoning Commission, meeting in regular session on June 28, 2007, voted to recommend approval of the final plat on application from Addison Storage Associates, subject to the conditions listed above.

Voting Aye: Bernstein, Chafin, Daseke, Gaines, Jandura, Lay

Voting Nay: None

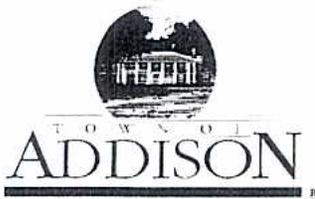
Absent: Wood



# Memorandum

**To:** Carmen Moran  
**CC:** Nancy Cline  
**From:** Clay Barnett  
**Date:** 8/10/2007  
**Re:** Beltway Office Park

- 
1. The legal description needs to be revised to an owner's certificate.
  2. In the legal description, the page reference for Victoria Station Addition does not match the face of the plat and the title block. Please verify.
  3. A reference to Lot 2, Beltway Office Park, Tract III, V. 81087, P. 2713 needs to be added to the legal description.
  4. The surveyor's certificate must include a signature block for a notary public.
  5. Revise the Town's signature block to read: Approved by the City Council of the Town of Addison, Texas on the \_\_\_\_ day of \_\_\_\_\_, 2007. Include a signature field for the Mayor and City Secretary.
  6. Remove the flood note.
  7. Remove the three notes above the title block.
  8. Remove the building setback line.
  9. Change all references of "City of Addison" to "Town of Addison."
  10. Provide a closure sheet.



**PUBLIC WORKS DEPARTMENT**  
Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-2871 FAX (972) 450-2837  
16801 Westgrove

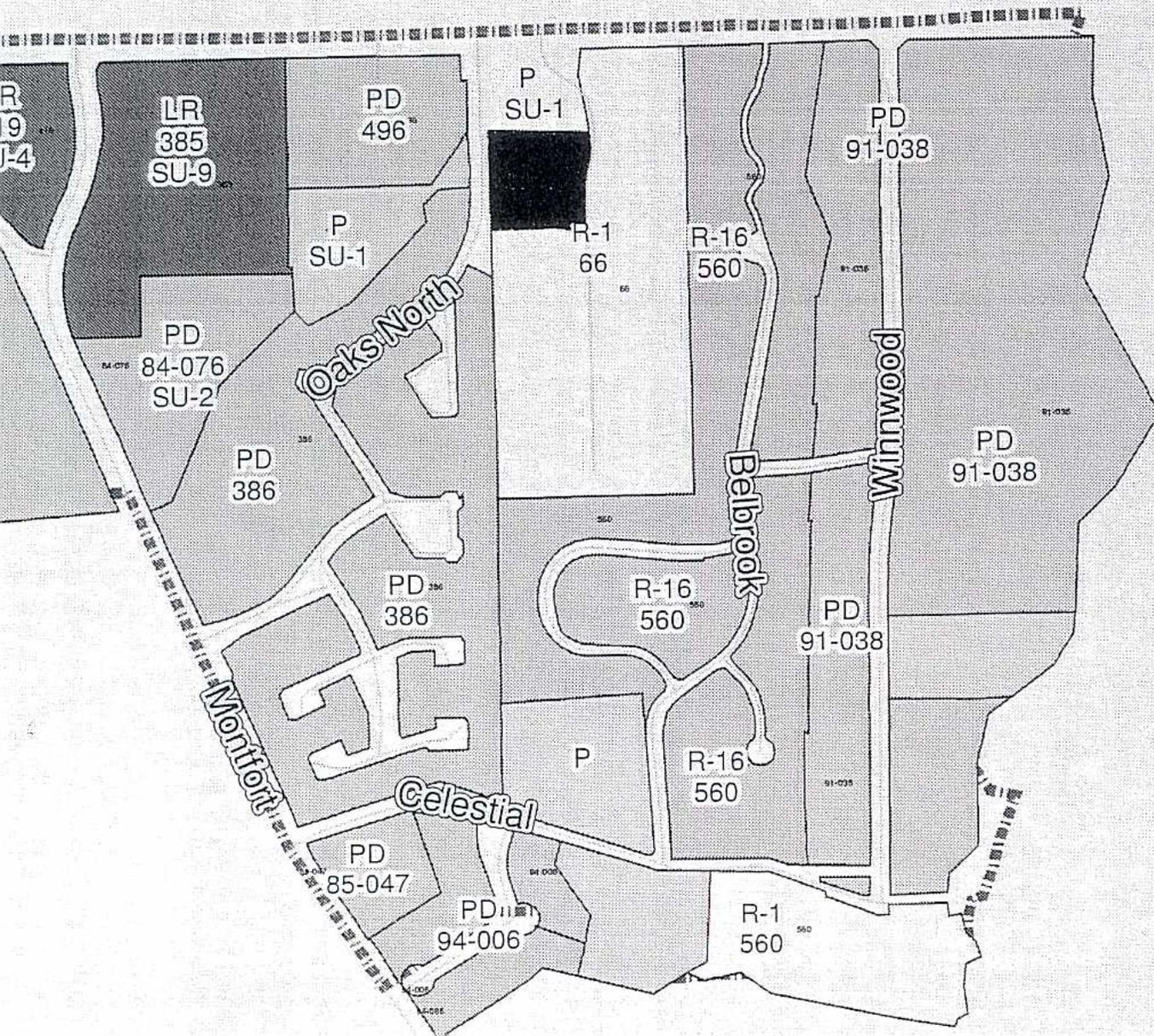
# Memorandum

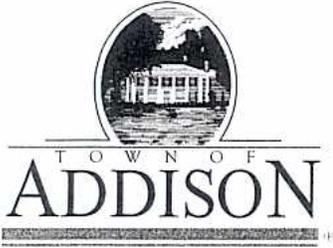
**To:** Carmen Moran  
**CC:** Nancy Cline  
**From:** Clay Barnett  
**Date:** 8/23/2007  
**Re:** Beltway Office Park

- 
1. For clarity, please rename the subdivision as "Victoria Station" and label it "Lot 1R."
  2. The Dedication Statement needs to be arranged in the same order it appears in the ordinance. The signature block should follow the Dedication Statement.
  3. "OWNER'S CERTIFICATE" should be labeled at the top of the Owner's Certificate.
  4. Remove the sentence "Now, therefore, know all men by these presents:" from the Owner's Certificate (do not remove it from the Dedication Statement).
  5. The first two paragraphs in the Owner's Certificate should be combined to read "WHEREAS, OTB PARTNERS, LTD. is the owner of a 2.275 acre tract of land situated in the..."

# REPLAT/Lot 12R, Block 90 Goldfarb Addition

REPLAT/Lot 12R, Block 90 Goldfarb Addition. Requesting approval of a replat to take two lots and replat them into one lot, located in an R-1 zoning district at 14917 and 14923 Lake Forest Drive, on application from Charles L. Butler II, represented by Ms. Sandy Tabacinic.





**DEVELOPMENT SERVICES**

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

16801 Westgrove

Post Office Box 9010 Addison, Texas 75001-9010

August 14, 2007

STAFF REPORT

RE: REPLAT/Lot 12R, Block 90,  
Goldfarb Addition

LOCATION: One lot on 1.991 acres, located  
at 14971 and 14923 Lake Forest  
Drive

REQUEST: Approval of a replat from two lots  
to one lot

APPLICANT: Charles L. Butler II, represented  
by Ms. Sandy Tabacinic

DISCUSSION:

Background. This site was formerly the home of Dr. and Mrs. McNally. It is zoned R-1, Single Family. In October of 2000, Mr. Goldfarb purchased the McNally's home, tore the home down, and replatted the lot into two separate lots. He intended to build his home on one lot and sell the other lot. The plat subdividing the original lot into two lots was recorded on December 6, 2000, Volume 2000236, Page 00005.

Mr. Goldfarb never sold the other lot or built his home. At this point, the two lots have sold to one owner, Mr. Charles L. Butler II, and he would like to plat the two lots back into one large lot. Mr. Butler has not yet submitted any construction plans for the home.

Public Works Review. Public Works reviewed the proposed plat and notes the following:

1. Indicate the "POINT OF BEGINNING" on the face of the plat.
2. The 15' Water Easement along the east property line should extend to the north property line.
3. Add a 25' private street easement along the east property line for Lake Forest Drive.

4. Add a signature block for the mayor and city secretary.
5. Remove all building lines.
6. Remove Note 3 (flood statement) from the plat.
7. Add a signature block for the notary under the surveyor's certification.
8. The first paragraph of the dedication statement does not match the Town Ordinances. Please revise.
9. Change all references of the "City of Addison" to the "Town of Addison".
10. Submit a closure sheet.

RECOMMENDATION:

Staff recommends approval of the final plat, on application from Mr. Charles L. Butler II, subject to the conditions listed above.

Respectfully submitted,

A handwritten signature in black ink that reads "C. MORAN". The signature is stylized with a large, looped initial "C" and the name "MORAN" in a more straightforward, blocky script.

Carmen Moran  
Director of Development Services

COMMISSION FINDINGS:

The applicant submitted a revised "check copy" to the staff prior to the meeting which addressed many of the staff's original conditions for approval. Clay Barnett's comments on the check copy are listed in the attached email dated 8-23-2007. One of the changes the applicant made was a name change for the plat from Goldfarb Addition to Charles Butler Addition. Mr. Butler is the new owner of the property. After reviewing the check copy, the staff recommends the following conditions for approval:

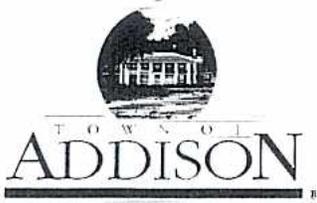
1. If the addition name is changed, then it should be labeled as "Lot 1."

The Addison Planning and Zoning Commission, meeting in regular session on August 23, 2007, voted to recommend approval of the final plat on application from Mr. Charles Butler II, subject to the condition listed above.

Voting Aye: Bernstein, Chafin, Daseke, Gaines, Jandura, Lay

Voting Nay: None

Absent:



**PUBLIC WORKS DEPARTMENT**  
Post Office Box 9010 Addison, Texas 75001-9010

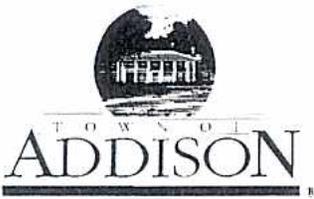
(972) 450-2871 FAX (972) 450-2837  
16801 Westgrove

# Memorandum

**To:** Carmen Moran  
**CC:** Nancy Cline, Aaron Russell  
**From:** Clay Barnett  
**Date:** 8/16/2007  
**Re:** Goldfarb Addition

---

1. Indicate the "POINT OF BEGINNING" on the face of the plat.
2. The 15' Water Easement along the east property line should extend to the north property line.
3. Add a 25' private street easement along the east property line for Lake Forest Drive.
4. Add a signature block for the mayor and city secretary.
5. Remove all building lines.
6. Remove Note 3 (flood statement) from the plat.
7. Add a signature block for the notary under the surveyor's certification.
8. The first paragraph of the dedication statement does not match the Town Ordinances. Please revise.
9. Change all references of the "City of Addison" to the "Town of Addison".
10. Submit a closure sheet.



**PUBLIC WORKS DEPARTMENT**  
Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-2871 FAX (972) 450-2837  
16801 Westgrove

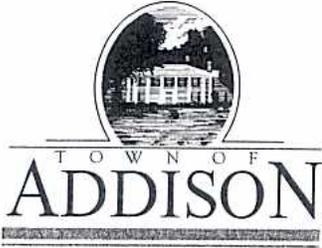
# Memorandum

**To:** Carmen Moran  
**CC:** Nancy Cline, Aaron Russell  
**From:** Clay Barnett  
**Date:** 8/23/2007  
**Re:** Charles Butler Addition (formerly Goldfarb Addition)

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1. If the addition name is changed, then it should be labeled as "Lot 1."





**DEVELOPMENT SERVICES**

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

16801 Westgrove

Post Office Box 9010 Addison, Texas 75001-9010

August 16, 2007

**STAFF REPORT**

**RE:** Case 1546-SUP/Holiday Inn  
**LOCATION:** 4960 Arapaho Road  
**REQUEST:** Approval of an amendment to an existing Special Use Permit for a hotel in a Planned Development District  
**APPLICANT:** Holiday Inn Express, represented by Mr. Mahbub H. Dewan  
**DISCUSSION:**

Background. This hotel was originally developed as a Wingate Inn. It was approved through a Special Use Permit for a hotel, which was approved by the City Council on April 14, 1998, through Ordinance 098-022. Wingate Inn was a limited service hotel and it provided a continental breakfast and free beer and wine for its guests only during an afternoon happy hour.

In 2000, the hotel decided to expand its offerings by adding a small restaurant and selling alcohol. In order to add the restaurant and sell alcohol for on-premises consumption, the property had to be rezoned to a Planned Development district, and two special use permits approved: one for the restaurant, and one for the sale of alcoholic beverages for on-premises consumption. The zoning was changed and the SUPs approved by the City Council on November 9, 2004 through Ordinance 004-048.

In 2003, the hotel was changed to a Holiday Inn. The new operator was approved administratively because it made no changes to the hotel. At this point, the Holiday Inn Express would like to expand the hotel. There is room on the site to expand, as the original site for the hotel included some additional land to the west that was intended, at some point, to be an expansion of the hotel.

Proposed Plan. The hotel operator feels that now is the time to expand and would like to add an additional meeting room and 24 additional guest rooms. The expansion will be added onto the west end of the existing building. There will not be any changes to the east end of the hotel or to the existing restaurant, meeting space and front desk areas.

The existing hotel has 101 rooms and totals 17,815 square feet (ground floor area only). The applicant is proposing to add a 4-floor addition, containing approximately 4,350 square feet (ground floor area only), to the west end of the existing hotel. The first floor will contain a meeting room of 4,015 square feet. The room can be divided into two separate meeting rooms. The other three floors will contain 8 guest rooms each, for a total of 24 additional rooms.

Facades. The applicant is planning to face the exterior walls of the extension with brick veneer and stucco to match the existing brick on the hotel.

Parking. The parking requirement for this expanded hotel is one space per room, or 125 spaces. A hotel of this size with a limited amount of meeting space is not required to provide additional parking spaces for the meeting space. It is assumed that all users of the meeting space will be guests of the hotel. The site contains 130 parking spaces, which exceeds the parking requirement by five spaces.

Landscaping. The hotel is required to provide 20% of the site in landscaping. It will provide 30.5% after the expansion. Slade Strickland has reviewed the plan, and he notes that it meets the requirements of the landscaping ordinance; however, a detailed set of landscape and irrigation plans will need to be submitted for review and approval prior to the issuance of a building permit. The landscaping on the existing hotel site is in good condition and is generally well-maintained.

Fire Code. The Fire Marshal has worked with the applicant on the fire lanes, and they meet the requirements of the Fire Code.

#### RECOMMENDATION:

Staff feels that the proposed addition to this hotel is an appropriate land use for this site. Staff recommends approval subject to the following condition:

-The applicant shall submit a detailed set of landscape and irrigation plans, stamped by a landscape architect licensed in the State of Texas, prior to the issuance of a building permit.

Respectfully submitted,

A handwritten signature in black ink that reads "C Moran". The "C" is large and stylized, and "Moran" is written in a cursive-like script.

Carmen Moran  
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on August 23, 2007, voted to recommend approval of the amendments of existing Special Use Permit for a hotel, subject to the following condition:

-The applicant shall submit a detailed set of landscape and irrigation plans, stamped by a landscape architect licensed in the State of Texas, prior to the issuance of a building permit

Voting Aye: Bernstein, Chafin, Daseke, Gaines, Jandura, Lay

Voting Nay: None

Absent: Wood

## Memorandum

Date: August 15, 2007  
To: Carmen Moran, Director of Development Services  
From: Slade Strickland, Director of Parks and Recreation  
Subject: Case 1546-SUP/Holiday Inn Express

The schematic plan submitted by the applicant meets the requirements in the landscape regulations. A detailed set of landscape and irrigation plans will need to be submitted for review and approval prior to the issuance of a building permit. A licensed landscape architect will need to provide their seal on the drawings.