

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**

**6:00 P.M.**

**AND**

**REGULAR MEETING OF THE CITY COUNCIL**

**7:30 P.M.**

**APRIL 14, 2009**

**TOWN HALL**

**5300 BELT LINE ROAD**

---

**WORK SESSION**

---

Item #WS1 - Presentation and discussion regarding joining the U.S. Mayors Climate Protection Agreement and ICLEI (Local Governments for Sustainability) which promote Cool Cities Solving Global Warming One City at a Time.

---

Item #WS2 -Presentation and discussion regarding Taser deployment.

---

## REGULAR SESSION

---

Pledge of Allegiance

Item #R1 - Consideration of Old Business.

Introduction of Employees

Discussion of Upcoming Events

---

Item #R2 - Consent Agenda.

---

#2a - Approval of the Minutes for:

March 23, 2009, Special Meeting and Work Session

March 24, 2009, Regular City Council Meeting and Work Session

---

Item #R3 – Presentation of a plaque to Remington’s Seafood Grill for thirty years in the restaurant business in Addison.

---

Item #R4 - Presentation of Proclamation for Telecommunications Week to Addison Police Department Dispatch Personnel.

Attachments:

1. Letter to Mayor
  2. Proclamation
- 

Item #R5 - Discussion and consideration of approval of an appointment of a member to the Planning and Zoning Commission to replace Paula Jandura whose third term on the Commission expired on April 10, 2009 (appointment recommendation to be received from Council Member Daseke).

---

Item #R6 - Discussion and consideration of approval of an appointment of a member to the Planning and Zoning Commission to replace Alan Wood whose second term on the Commission expired on April 10, 2009 (appointment recommendation to be received by Mayor Chow.)

---

Item #R7 - Presentation, discussion and consideration of approval of joining the U.S. Mayors Climate Protection Agreement and ICLEI (Local Governments for Sustainability) which promote Cool Cities Solving Global Warming One City at a Time.

---

Item #R8 - No Item / Intentionally Left Blank.

---

Item #R9 - **PUBLIC HEARING** on, and presentation, discussion and consideration of approval of an ordinance regarding Case 1574-Z/Methodist Hospital for Special Surgery concerning and providing for (i) a change of zoning from LR Local Retail District to Planned Development District for hospital, medical office, office, parking, and related uses and authorizing and granting a special use permit for hospital (and including a development plan in connection therewith), on a tract of land comprising approximately 7.389 acres and being generally located within the Town on the northwest corner of the intersection of Dallas Parkway and Sojourn Drive and as further described in the ordinance, and (ii) a change of zoning by providing for an amendment to Ordinance No. 829 of the Town, which zoned as Planned Development District a tract of land approximately 2.410 acres in size and located generally at the southwest corner of the intersection of Dallas Parkway and Sojourn Drive, by amending the permitted uses on the said tract of land (to permit hospital, medical and other offices, and parking (including a parking garage), amending the development standards and conditions for the said tract, and authorizing and granting a special use permit for hospital, and including a development plan in connection therewith, on application from Advanta Medical, represented by Mr. Michael Crowe of Boka Powell Architects.

Attachments:

1. Docket map
2. Staff report
3. Letter from Trinity Christian Academy
4. Ordinance
5. Plans
6. Traffic Impact Analysis Prepared by Kimley-Horn Associates

---

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on February 26, 2009, voted to recommend approval of a change of zoning from Local Retail to Planned Development, an amendment to an existing Planned Development District (#829), approval of a Special Use Permit for a hospital and medical office buildings, and approval of development plans, subject to the following conditions:

Development plan approval applies only to Phase I of the project. All future phases shall go through a separate development plan approval process, which shall include a traffic analysis for each subsequent phase.

Setbacks on the property shall be as follows:

- a minimum of twenty-five (25) feet from all public rights-of-way for all hospital buildings, medical office buildings, and parking structures,
- a minimum of twenty-five (25) feet from all interior property lines for all hospital buildings and medical office buildings,
- a minimum of ten (10) feet from all interior property lines for all parking structures, with a 10-foot landscape buffer to be provided at all interior property lines.
- Maximum height allowed for all structures on the property shall not exceed the maximum height allowed by the Federal Aviation Administration for buildings at this location.
- The developer shall submit a checklist showing the “green” elements to be included in the building design and operation that will reduce energy consumption.
- The property shall be replatted, and the plat shall reflect an eleven (11) foot right-of-way dedication along Addison Road and a four (4) foot right-of-way dedication on the north and south sides of Sojourn Drive, and right-of-way dedications for right turn lanes at the following locations:
  - o Northbound Addison Road at eastbound Sojourn.
  - o Southbound Dallas Parkway at westbound Sojourn.
  - o Westbound Sojourn at northbound Addison Road.

---

-All driveway locations must be justified by a traffic impact analysis, prepared by the applicant's engineer, and all driveways and deceleration lanes must be approved by the Public Works Department.

-The applicant shall enter into a license agreement with the Town for an encroachment into the public right-of-way prior to the construction of the pedestrian bridge over Sojourn.

-The project shall be designed so that the existing peak discharge is not increased.

-This site must be designed to handle off-site stormwater that is presently flowing across the site.

-The applicant shall submit a revised plan that shows the total percentage of landscaping for each Phase of the project, and for the Master Plan to confirm that the site will have 20 percent landscaping when partially and fully developed.

-The applicant shall construct a screening wall of at least six (6) feet in height and constructed of cut-faced concrete masonry units (CMU) or brick. The wall shall be of a sufficient length to screen all loading and storage areas. The wall shall be provided in addition to the row of trees shown against the Addison Road frontage.

-All mechanical equipment, both in the rear and on the top of the buildings, shall be screened from public right-of-way and all adjacent properties.

-Fire hydrants must be installed at 300-foot intervals along fire lanes in approved locations.

-A 15' Water Easement shall be added along the north common property line with Two Rows for the existing 8" water main (this is an additional condition proposed by the staff).

Voting Aye: Bernstein, Doherty, Gaines, Hewitt, Jandura, Wood

Voting Nay: none

Absent: none, one seat vacant.

Administrative Recommendation:

Administration recommends approval.

---

**Item #R10 - PUBLIC HEARING** on, and presentation, discussion and consideration of approval of an ordinance regarding Case 1575-SUP/Dodie's Cajun Diner, approving a Special Use Permit for a restaurant and approving an amendment to an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption, in order to remodel an existing restaurant, on property located at 4821 Belt Line Road, on application from Dodie's Cajun Diner, represented by Mr. Brian Olds.

Attachments:

1. Docket Map
2. Staff report
3. Plans

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on March 26, 2009, voted to recommend approval of the amendment to an existing Special Use Permit for a restaurant, and an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption, subject to the following condition:

-All mechanical equipment on the new building shall be completely screened from view. The screening material shall be architecturally compatible to the building, and the Building Official shall make the determination of "architecturally compatible".

Voting Aye: DeFrancisco, Doherty, Gaines, Hewitt, Jandura, Wood

Voting Nay: None

Absent: None, one seat vacant

Administrative Recommendation:

Administration recommends approval.

---

**Item #R11 - PUBLIC HEARING** on, and presentation, discussion and consideration of approval of an ordinance regarding Case 1576-SUP/Colonnade Club approving a Special Use Permit for a restaurant and approving a Special Use Permit for the sale of alcoholic beverages for on-premises consumption on property located at 15305 Dallas Parkway (the Colonnade Office Building), on application from At Your Service Catering, represented by Mr. John Johnston.

---

Attachments:

1. Docket Map
2. Staff report
3. Plans

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on March 26, 2009, voted to recommend approval of the amendment to an existing Special Use Permit for a restaurant, and an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption, subject to no conditions.

Voting Aye: DeFrancisco, Doherty, Gaines, Hewitt, Jandura, Wood

Voting Nay: None

Absent: None, one seat vacant

Administrative Recommendation:

Administration recommends approval.

---

Item #R12 - **PUBLIC HEARING** on, and presentation, discussion and consideration of approval of an ordinance regarding Case 1577-Z/Town of Addison amending Appendix A of the Town of Addison Code of Ordinances (the Zoning Ordinance), Article XXI. Landscaping Regulations, Section 2, Definitions, and Section 8, Tree Replacement and protection, on application from the Town of Addison, represented by Mr. Slade Strickland.

Attachments:

1. Zoning advertisement
2. Memo from Slade Strickland
3. Proposed ordinance

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on March 26, 2009, voted to recommend approval of the request for an amendment to Appendix A of the Town of Addison Code of Ordinances (the Zoning Ordinance), Article XXI. Landscaping Regulations, Section 2,

---

Definitions, and Section 8, Tree Replacement and protection, on application from the Town of Addison, subject to the following condition:

Article XXI, LANDSCAPING REGULATIONS, Section 2 Definitions, *Pruning*, shall be revised to read as follows:

*Pruning.* Tree maintenance procedure used to remove dead branches, improve tree structure, enhance vigor, or maintain safety in accordance with the International Society of Arboriculture – Pruning Standards ANSI A-300-Guidelines.

Voting Aye: DeFrancisco, Doherty, Gaines, Hewitt, Jandura, Wood  
Voting Nay: None  
Absent: None, one seat vacant.

Administrative Recommendation:

Administration recommends approval.

---

Item #R13 - Presentation, discussion and consideration of approval of a 9-1-1 Wireless Service Agreement with MetroPCS Texas, LLC a wireless service provider to obtain the wireless number and location for 911 emergency calls.

Attachments:

1. Council Agenda Item Overview
2. 9-1-1 Wireless Service Agreement

Administrative Recommendation:

Administration recommends approval.

---

Item #R14 - Presentation, discussion and consideration of auditor findings related to the audit of the Town's financial records for development of the 2008 Comprehensive Annual Financial Report.

Attachments:

1. Council Agenda Item Overview
2. Weaver and Tidwell Audit Internal Controls Letter
3. Weaver and Tidwell Management Letter

---

Item #R15 - Presentation, discussion and consideration of approval of purchasing 230 water meters from Hersey Meter Company in an amount not to exceed \$47,000.00.

Attachment:

1. Council Agenda Item Overview

Administrative Recommendation:

Administration recommends approval.

---

Item #R16 - Presentation, discussion and consideration of approval of a resolution to enter into a Fiscal Agency Agreement with the City of Dallas to serve as the fiscal agent for the Town's grant award from the Justice Assistance Grant (JAG) program in the amount of \$53,035.00, and to transfer 7% (\$3,712.45) to the City of Dallas for the administration of the grant.

Attachments:

1. Council Agenda Item Overview
2. Justice Assistance Grant Agreement

Administrative Recommendation:

Administration recommends approval.

---

Item #R17 - Presentation, discussion and consideration of approval of a resolution authorizing the City Manager to enter into a Federal Aviation Administration Grant Agreement administered by the Texas Department of Transportation, to make airport improvements.

Attachments:

1. Council Agenda Item Overview
2. Resolution

Administrative Recommendation:

Administration recommends approval.

---

Adjourn Meeting

---

Posted:  
April 10, 2009 at 5:00 P.M.  
Lea Dunn - 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.**

# Cool CITIES

Solving Global Warming One City at a Time

[sierraclub.org/coolcities](http://sierraclub.org/coolcities)

## COOL CITIES TAKE THE LEAD

**C**ommunities all over America are responding to the threat of global warming with smart energy solutions. These "Cool Cities" are taking decisive action to reduce heat-trapping emissions, lower energy bills, save taxpayer dollars, and protect our environment.

At a time when the federal government is failing to act, mayors and other local leaders are taking the lead to curb global warming. Beginning with Seattle Mayor Greg Nickels, more than 400 mayors representing 61 million Americans in 50 states have signed the U.S. Mayors Climate Protection Agreement to reduce global warming carbon dioxide (CO<sub>2</sub>) pollution in their cities to

7 percent below 1990 levels by 2012 (see [seattle.gov/mayor/climate](http://seattle.gov/mayor/climate)).

These Cool Cities are working to meet this goal with practical and innovative energy solutions that reduce energy waste and pollution, and thereby cut our dependence on oil, benefit public health, and save money.

## GLOBAL WARMING: NOW IS THE TIME TO ACT

Scientists have concluded that burning fossil fuels—like oil, coal, and natural gas—to power our cars, homes, and businesses is causing global temperatures to rise. This heating of the earth poses a serious threat to our health, safety, economy, and environment.

The good news is that we have the tools

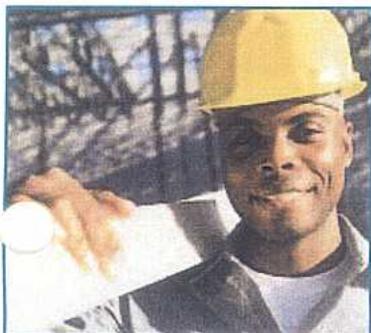
today to reduce global warming pollution, and cities of all sizes are pursuing innovative energy solutions.

While each city's energy solutions plan will be unique, there are three key Cool City strategies: **Green Vehicle Fleets**, **Energy Efficiency**, and **Renewable Energy**.

## GREEN VEHICLE FLEETS

The biggest single step we can take to curb global warming is making our cars, trucks, and SUVs go farther on a gallon of gas. Many cities are cutting their global warming emissions by purchasing gas-electric hybrid cars and SUVs for their city vehicle fleet.

By using less gasoline, hybrid vehicles release a fraction of the global warming and air pollution emitted by conventional vehi-



cles while saving money at the gas pump. Some cities are also providing incentives, such as free parking and lower registration fees, to encourage the purchase of hybrids by local residents and businesses.

## ENERGY EFFICIENCY SOLUTIONS

Energy efficiency means using less energy through better technology to light streets and power buildings and industrial facilities. Reducing energy use is one of the most cost-effective and fastest ways to meet our energy needs. Lowering energy costs enables communities to invest more in schools, job creation, and new infrastructure.

Since fossil fuel power plants account for more than one-third of U.S. global warming emissions, saving energy also means less pollution. From high-tech interior and



**Cool Mayor:** Mayor Joseph Adams, of University City, Missouri, accepts the Sierra Club's Cool City award for signing the U.S. Mayors Climate Protection Agreement.

street lighting, energy-efficient building standards and retrofits, to efficient combined heat-and-power, cities in every region of the country are modernizing lighting, heating, cooling, and other systems.

## RENEWABLE ENERGY SOLUTIONS

Cities across the nation are investing in clean and renewable power like solar and wind energy to lower global warming emissions and create a reliable source of safe, homegrown electricity.

Many cities are adopting "renewable energy standards" that require a specific percentage of the electricity sold in a city or utility area to come from renewable sources by a specific target date.

Other cities are incorporating renewable energy technologies, such as solar photovoltaic panels, into the design of public buildings. Renewable power and energy efficiency are essential solutions for replacing electricity from dirty, fossil-fuel-burning power plants.

## COOL CITIES: BRINGING COMMUNITIES TOGETHER

The most successful Cool Cities are engaging the entire community to help

meet the goals of the U.S. Mayors Climate Protection Agreement. Local businesses, builders, faith groups, environmentalists, and labor unions are working together to make their cities more livable and vibrant while lowering energy bills, creating good jobs, and tackling a global problem.

## RE-ENERGIZING YOUR CITY

As the news of successful city solutions spreads, more cities are joining in the Cool Cities movement to lead our country and our world into a new energy future. Cool Cities are literally re-energizing our nation, proving that we can solve global warming one city at a time.

Now it's your city's turn.

## COOL CITIES

### TAKE ACTION: BECOME A COOL CITY

1. Join the U.S. Mayors Climate Protection Agreement to reduce global warming pollution
2. Green your city's vehicle fleets with hybrid and other cleaner cars
3. Modernize city buildings with money-saving energy-efficiency technology
4. Invest in clean and safe renewable energy

### LEARN MORE:

For a list of cities that are becoming "cool," and for resources and specific examples of smart energy city solutions and model action plans, go to [sierraclub.org/coolcities](http://sierraclub.org/coolcities).



**Clean Harvest:** Waverly Light & Power in Iowa has installed wind turbines on land leased from local farmers, creating clean electricity for the city and additional income for farmers.

# Be a Hero for our Community:

## Mayors Preserving Health and Economic Opportunities for Generations to Come

- Global Warming has significant negative health and economic consequences for our community.
- Solutions to global warming offer economic opportunities and a higher quality of life from a healthier environment.
- 358 mayors from around the U.S. have now signed the U.S. Mayors Climate Protection Agreement.
- At least 11 Texas mayors have signed the Agreement, including the mayors of Arlington, Dallas, Denton, Eules, Frisco, Hurst, McKinney and Richardson. This group is expected to grow as North Texas mayors band together to advocate for clean air and to seek solutions to global warming.
- City and state governments and regional governmental associations around the country are now taking action on global warming.
- To be part of this movement:
  - Sign the U.S. Mayors Climate Protection Agreement
  - Join ICLEI and get the tools and technical support, at minimal cost, to develop and implement an Emissions Reduction Plan for buildings, transportation and clean energy.

For more information contact:

Ann Drumm  
Dallas Sierra Club Chair  
214-350-6108  
[ann@dallassierraclub.org](mailto:ann@dallassierraclub.org)



## How Climate Change Could Threaten Health In Texas

According to physicians who have studied climate change and its effects, the most severe health risks in Texas could include the following:

### **More frequent and severe attacks of asthma, an increased incidence of strokes, and worsening of other respiratory and cardiac problems resulting from**

- Increased ozone (smog) levels.
- Greater emissions of carbon dioxide, nitrogen oxide, sulfur dioxide, particulate matter, and other toxic pollutants.
- Increased pollen levels.
- Increased dust and particulates.

### **Changes in the quality and supply of fresh water**

- Warmer temperatures leading to enhanced evaporation combined with changes in precipitation could further jeopardize already threatened water resources.
- Increased risk of disease from bacterial, parasitic, and viral infections caused by consumption of water contaminated by animal and human waste.
- Impaired water quality from droughts and floods.

### **Greater health risk for vulnerable populations**

- Increased health risks for poor border populations, especially for mosquito-borne diseases, intestinal infections, and respiratory illnesses.
- Increased incidence of respiratory problems such as asthma, especially among children.
- Risk of heat-related illness, especially among the elderly and poor.

### **Increased accidents and injuries from severe weather events**

- Increased severity and/or frequency of tropical storms, causing a rise in mortality and morbidity, especially along the Gulf Coast.
- An increase in heavy precipitation events resulting in more flooding.

### **More heat-related illness**

- Number of heat-related deaths could increase significantly.
- Senior citizens, the very young, and the poor are at greatest risk of death from heat stress.

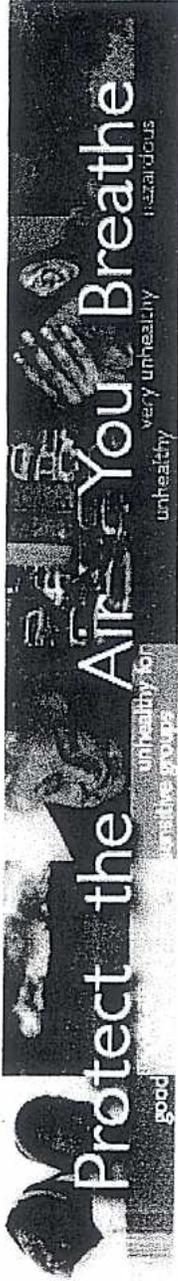
### **Greater risk of infectious diseases**

- Increased risk of mosquito-carried diseases such as dengue, West Nile Virus, and malaria.

Houston Health Science Center, which more than doubled its solar capacity in 2001, resulting in significant reductions in emissions of CO<sub>2</sub>, nitrogen oxides and sulfur dioxide. Due to the enormous savings in electricity costs, the University is now finalizing plans to install an even larger system on the School of Nursing Student Community Center building by the end of 2003.

Texas ranks fourth for its landfill gas potential and sixth in its potential to utilize clean biomass (energy produced from fermenting any living plant matter)(135). Some Texas cities—San Antonio, Dallas, Garland, Waco, and Austin are developing projects to utilize combustible waste gases escaping from landfills for thermal production. (125,128). These gases can be collected and converted into clean energy, preventing methane, a greenhouse gas, from escaping into the atmosphere.

Tax incentives like the federal production tax credit, which allows builders of renewable energy sources to receive a tax credit for the investment in renewable energy and the state's renewable portfolio standard of 2.2% by 2009, which was enacted in 1999 to require that a percentage of electrical offerings be from renewable energy, have fueled a resurgence of wind energy in the state



How's Your Air?  
  
 ENTER YOUR ZIP

State of the Air 2005 Home

- The Full Report
- Health Effects
- Tips to Protect Yourself
- Best and Worst Cities
- Protect the Air You Breathe
- Tell a Friend
- How You Can Help
- For the Press

**GET IT**  
THE STATE LETTER

**LIVING WITH LUNG DISEASE**  
Stories of Hope >

**AMERICAN LUNG ASSOCIATION**  
State of the Air 2005

**TEXAS**

Defend the Clean Air Act and protect public health.

See table notes.

**DALLAS County**

**HIGH OZONE DAYS**

<b>Ozone Grade:</b>	<b>F</b>	2005 Report
<b>Weighted Average:</b>	<b>10.3</b>	
<b>Orange Ozone Days:</b>	<b>23</b>	
<b>Red Ozone Days:</b>	<b>4</b>	
<b>Purple Ozone Days:</b>	<b>1</b>	

**PARTICLE POLLUTION - 24 Hour**

<b>Grade:</b>	<b>C</b>	2005 Report
<b>Weighted Average:</b>	<b>1.3</b>	
<b>Orange Particle Days:</b>	<b>4</b>	

**REPORT: PRACTICAL SOLUTIONS TO GLOBAL WARMING COULD BE  
A MAJOR ECONOMIC OPPORTUNITY FOR THE UNITED STATES**

The following is the executive summary of a new report, "Seeds of Opportunity – Climate Change: Between Complacency and Panic," written by Dr. Lloyd Jeff Dumas, professor of Economics and Public Policy, University of Texas at Dallas, and released on April 19, 2006 by the nonprofit and nonpartisan Civil Society Institute:

"It has been said that within every problem lie the seeds of opportunity. Global warming is no exception to that rule. Global warming threatens us with huge economic dislocations, more powerful storms, diseases, catastrophic droughts, dwindling food supplies, unprecedented floods, and vanishing coastal areas. Nonetheless, it does not make sense to look at global warming only as a risk ... it also presents an opportunity for private sector firms and government to find cost-effective ways to mitigate the damage likely to be caused by climate change. There is the potential for earning substantial profits and creating large numbers of productive jobs by focusing on climate change solutions.

There is widespread consensus among the scientific community -- and growing recognition by political and business leaders as well -- that global warming poses real and increasingly documented risks. For example, the EPA calculates that a one-meter rise in sea level due to global warming could drown 25-80 percent of the U.S. coastal wetlands and inundate 5,000-10,000 square miles of dry land if shores are not protected. By the year 2050, the total worldwide economic costs of global climate change are expected to reach \$300 billion per year. According to a UN Environmental Program (UNEP) report published in 2002: 'Worldwide economic losses due to natural disasters [including climate-related hurricanes, floods, and droughts] appear to be doubling every ten years, and have reached almost \$1 trillion over the past 15 years ... Each year now brings four times as many weather related disasters as 40 years ago ... If current trends persist, the annual loss amount will, within the next decade, come close to \$150 billion ...'

The opportunities presented by global warming have received less attention and study to date, but there is already evidence that there are major opportunities for business profits and job creation in meeting the rising demand for solutions to global warming. At the high end, it has been estimated that the annual cost of reducing greenhouse gas emissions (GHG) emissions in the U.S. to 3 percent below 1990 levels is as much as \$280 billion per year (in 1992 dollars).

However, the Intergovernmental Panel on Climate Change estimates that reducing equivalent GHG emissions by about 15 percent of current levels could be achieved by 2010 and 30 percent by 2020 by taking measures that would save enough energy to actually produce net economic benefits, rather than costs. For example, UNEP projects that global sales in the market for all forms of renewable energy will reach \$234 billion to \$625 billion by 2010, and as much as \$1.9 trillion by 2020. The market in the U.S. alone is expected to grow 34 percent by 2020. Using renewable energy to meet just 20 percent of U.S. electricity demand would by itself create nearly a quarter of a million jobs in this country by 2020.

New York Times  
January 18, 2006  
Op-Ed Columnist

## A Green Dream in Texas

By THOMAS L. FRIEDMAN

Richardson, Tex.

When it comes to energy and the American people, George Bush and Dick Cheney are guilty of the soft bigotry of low expectations.

No one has lower expectations for the American people than a vice president who thinks "conservation" is simply a personal virtue, not a national security imperative, and a president who can barely choke out the word.

But Americans are starting to lead themselves. The most impressive project I've seen is by Texas Instruments, which is building a "green" chip factory here in Richardson, near Dallas. T.I. is keeping 1,000 high-tech jobs in Texas by building its newest facility - to make wafers used in semiconductors - in a cost-saving, hyper-efficient green manner.

T.I. always wanted to keep its newest wafer factory near Dallas so it would be near its design center and ideas could flow back and forth. But China, Taiwan and Singapore were all tempting alternatives, offering low wages, subsidies and tax breaks. So the T.I. leadership laid down a challenge: T.I. could locate its new wafer factory in Richardson, if the T.I. design team and community leaders could find a way to build it for \$180 million less than its last Dallas factory, erected in the late 1990's. That would make its cost-per-wafer competitive with any overseas plant's.

Although the T.I. engineers initially thought it impossible, they pulled it off. Previous chip factories had three floors because of the complicated cooling and manufacturing process involved in making wafers. The T.I. design team came up with a way to build the Richardson factory with just two floors - a huge savings in mass and energy. T.I. also contacted Amory Lovins, the green designer who heads the Rocky Mountain Institute, and asked him to help it design other parts of the plant in a way that would lower its resource consumption, which, over the life of a plant, can exceed construction outlays.

Together, T.I. engineers and Mr. Lovins's team designed big water pipes with fewer elbows, which reduced friction loss and let them use smaller pumps that save energy. Various passive solar innovations were built in, including roofs that use a white reflective coating to reduce heat. These, together with innovations in how air is circulated, cooled and recovered naturally, reduced total heat so much that T.I. was able to get rid of one huge industrial air-conditioner. Almost all of the waste from the building construction is being recycled. The urinals are all waterless.

# Cooling down with current technology and can-do attitude

By Rocky Anderson

Special to McClatchy Newspapers

07-20-2006

Increased forest fires in the Western United States, stronger hurricanes in the Gulf and Atlantic, disappearing hardwood forests in the Northeast — with all the recent bad news about potential effects of global warming, it's time to shake off negative attitudes, roll up our sleeves and get to work. And best of all, we don't have to wait for some technological miracle.

In Salt Lake City, I've seen with my own eyes the desirable results of pursuing a sustainable, clean-energy economy. And by pursuing solutions to global warming, we will become far less dependent on foreign oil. Our national security will improve. Our local air quality and public health will get better. We will reduce emissions and combat global warming. And in many cases, we'll save ourselves a whole lot of money. This is not theory, it's empirical fact.

I committed our city in 2001 to meet, in our municipal operations, the emissions reduction target of the Kyoto protocol. While some may disparage that sort of commitment as a public relations exercise, we acted aggressively and, seven years early, exceeded our goal, reducing emissions more than 21 percent, and we have only just begun.

We started in city hall, converting light bulbs to compact fluorescents. The change saves us about \$33,000 every year in electricity costs. We applied some of the savings to purchasing wind-generated electricity. These two simple measures saved taxpayers money and reduced carbon-dioxide emissions by 1,100 tons each year.

We converted our traffic lights to high-efficiency LEDs, saving huge amounts of electricity and money. We capture methane — which has 21 times the warming effect of carbon dioxide — at our wastewater treatment facility and use it to fuel a cogeneration plant that meets half the electricity needs there, further reducing the amount of electricity needed from coal-burning power plants.

We have converted our fleet, using more fuel-efficient cars and trucks, as well as alternative fuel vehicles. Every resident enjoys curbside recycling, our city forestry program (which helps sequester greenhouse gases) has been enhanced, and I have issued an executive order requiring all city-owned buildings be designed according to high-energy-performance standards.

If every governmental entity, business and individual in the United States took these sorts of measures, we would be far along in meeting the challenge before us. But we're not going to get there with a can't-do attitude and a failure of leadership.

Corporations, cities, states and other nations have profited from reducing global warming pollution. DuPont reduced global warming pollution by 67 percent since 1990 and saved \$2 billion. BP — which used to be "British Petroleum," but now is marketed as "Beyond Petroleum" — invested \$20 million in reducing emissions by 20 percent and saved \$650 million. IBM reduced its greenhouse gas emissions 38 percent and saved \$791 million through energy efficiencies. Seattle Mayor Greg Nickels led his city's utility to achieve zero net emissions. Between 1990 and 2003, while electricity use climbed 5 percent, Germany created 120,000 jobs in its renewable energy sector while cutting global warming emissions



## **COOL CASH: HOW LOCAL GOVERNMENTS ARE USING SMART ENERGY SOLUTIONS TO SAVE TAXPAYER DOLLARS AND CURB GLOBAL WARMING**

Communities all over America are responding to the threat of global warming with smart energy solutions. Over 300 mayors, representing 50 million Americans in 46 states have signed the U.S. Mayors Climate Protection Agreement, pledging to reduce global warming pollution in their cities to 7 percent below 1990 levels by 2012 (see [www.seattle.gov/mayor/climate](http://www.seattle.gov/mayor/climate)).

These “Cool Cities” are working to meet this goal with practical and innovative energy solutions that reduce energy waste and pollution. As the examples in this fact sheet indicate, cities of every size and region in the country have discovered that smart energy solutions like cleaner cars, energy efficiency and renewable energy are paying big dividends by reducing energy costs.

Through energy efficiency and clean renewable energy technologies, cities are saving millions of taxpayer dollars every year and curbing global warming emissions. These savings enable communities to turn around and invest more on schools, job creation, essential services and new infrastructure.

### **COOL CITIES ACROSS AMERICA ARE SAVING MONEY AND PROTECTING THE ENVIRONMENT**

The Sierra Club's survey of city energy solutions only counted the energy cost savings reported by the cities themselves, research reports and news accounts. The 43 cities profiled in this report are currently saving nearly \$140 million and reducing more than 500,000 tons of global warming pollution every year through energy efficiency, clean renewable power and cleaner automobiles.

In addition, a report by the International Council for Local Environmental Initiatives (ICLEI), found that the clean energy solutions adopted by the 159 U.S. cities in their Cities for Climate Protection ([www.iclei.org/co2/](http://www.iclei.org/co2/)) program have collectively realized annual cost savings of over \$535 million in energy and fuel costs, while reducing global warming pollution by 23 million tons every year.

The exciting news is that the energy savings documented below in this report represent just a small fraction of the “cool cash” that U.S. cities are earning through smart energy solutions. These successes highlight the great potential for all our cities to save money while leading the way toward a safer and more secure energy future.

## ◆ ENERGY EFFICIENCY SOLUTIONS

Energy efficiency—using less energy through better technology—is the most cost-effective and fastest way to meet our energy needs. Numerous cities are realizing impressive returns from their investment in high-tech interior and street lighting, energy-efficient building standards and retrofits, and modernizing heating, cooling and other systems.

By replacing outmoded light bulbs in street traffic lights with highly-efficient LED (light emitting diode) bulbs, U.S. cities report over \$10.4 million savings every year. This simple solution is working for big cities like Denver (\$218,000/year savings), Kansas City (\$95,000/year), and Salt Lake City (\$50,000/year) as well as for smaller cities such as Keane, NH (\$3,854/year). Passaic, NJ reduced their annual energy bill by \$65,000 by changing the light bulbs at just 40 intersections.

Installing efficient compact florescent light bulbs in interior lighting in 60 municipally-owned buildings is saving Palo Alto, CA \$117,625 each year. The small town of Saco, ME has projected a \$15,000 annual energy savings from a proposed lighting upgrade in all of their school and municipal buildings.

Modernizing both old and new building with energy-efficient building designs and materials are delivering impressive energy cost savings. Dallas is saving \$246,000/year at one police headquarters by meeting the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) standards (usgbc.org). Silver Fossil Ridge High School in Ft. Collins, CO reduced its energy costs by \$70,000/year in this way.

Large facilities such as Pittsburgh's new David Lawrence Convention Center (\$500,000 dollars saved annually) are significantly lowering their energy costs through energy efficient designs. Austin, TX is saving \$480,000 per year by retrofitting 40 schools with energy efficient measures. The Twin Falls, ID school district upgraded its 11 schools with more efficient lighting and improvements to the heating, ventilation, and air-conditioning systems, which is expected to reduce energy costs by \$3.5 million.<sup>1</sup>

When cities put together a comprehensive energy efficient plan, the savings are even more striking. Austin's city-owned utility's residential and commercial energy efficiency program is saving \$28.9 million per year while reducing global warming pollution by 59,000 tons annually. Similar programs in Ft. Collins (\$4.4 million/year), Portland, OR (\$2.3 million/year), and St. Paul, MN (\$7.9 million/year) reap impressive savings as well.

## ENERGY EFFICIENCY SOLUTIONS

City	Policy Adopted	Cost Savings (\$/Yr)	Greenhouse Gas Reduction (Tons eCO2/Yr)	Payback Time (Years)
ARLINGTON, MA	Energy efficient street lights installed. <sup>2</sup>	\$96,000		0.5
ARLINGTON, MA	Town library lighting replacement. <sup>3</sup>	\$9,000		1
AUSTIN, TX	City utility savings through residential & commercial energy efficiency programs <sup>4</sup>	\$28,929,023	59,000	
AUSTIN, TX	Energy efficiency retrofits at 40 schools <sup>5</sup>	\$480,000		6.9
BROOKLINE, MA	LED traffic lights installed <sup>6</sup>	\$58,941	<sup>7</sup>	2.8
BROOKLINE, MA	Curbside Recycling <sup>8</sup>	\$179,265		3.2
CAMBRIDGE, MA	Energy efficiency projects in municipal and school buildings. <sup>9</sup>	\$470,850		5.25
CHARLESTON, SC	Energy-saving improvements <sup>10</sup>	\$625,000	3,805	
CHICAGO, IL	Green Bungalow Initiative - Energy Efficiency retrofits(4 homes) <sup>11</sup>	\$900/home	56	4.6-8.1
CHICAGO, IL	LEED Platinum Chicago Center for Green Technology <sup>12</sup>	\$29,000		

CHICAGO, IL	Retrofitting all 105 fire stations with energy efficient lighting in 2006 <sup>13</sup>	\$250,000	3,515	
CHULA VISTA, CA	LED traffic lights installed <sup>14</sup>	\$74,000		
CLACKAMAS, OR	LEED Silver Clackamas High School <sup>15</sup>	\$69,000		
DALLAS, TX	LEED Silver Jack Evans Police Headquarters <sup>16</sup>	\$246,000		
DENVER, CO	LED traffic lights installed <sup>17</sup>	\$817,000		
DENVER, CO	Webb Municipal Building certified by USEPA's Energy Star Program <sup>18</sup>	\$218,000		
FORT COLLINS, CO	LED traffic signals installed at more than 160 intersections <sup>19</sup>	\$110,000 expected	3,000	3.4
FORT COLLINS, CO	LEED Silver Fort Collins Utilities Vehicle Storage <sup>20</sup>	\$9,000		
FORT COLLINS, CO	LEED Silver Fossil Ridge High School <sup>21</sup>	\$70,000		
FORT COLLINS, CO	Energy consumption reduction targets of the Electric Energy Supply Policy <sup>22</sup>	Avg. \$4,444,444 <sup>23</sup>		
FREEPORT, ME	Repaired heating control systems in the Public Safety Building and the Public Library. <sup>24</sup>	\$320	1.85	
FREEPORT, ME	Energy-efficient lighting retrofit in Public Safety garage. <sup>25</sup>	\$1,620	9.3	4
KANSAS CITY, MO	2,518 LED traffic lights installed <sup>26</sup>	\$95,000		5.8 <sup>27</sup>
KANSAS CITY, MO	Energy Efficient Retrofits of City Buildings <sup>28</sup>	\$1,500,000		
KEENE, NH	Energy Efficient Equipment at Waste Water Treatment Plant <sup>29</sup>	\$27,914	182	
KEENE, NH	LED traffic lights installed <sup>30</sup>	\$3,854		1-2 <sup>31</sup>
KING COUNTY, WA	LEED Gold King Street Center <sup>32</sup>	Avg. \$50,000 <sup>33</sup>		
NAPA, CA	Lighting retrofits <sup>34</sup>	\$69,630 projected		
NAPA, CA	590 LED traffic lights installed <sup>35</sup>	\$20,797 projected		
NAPA, CA	Parking lot lighting retrofits <sup>36</sup>	\$18,802 projected		
NEWTON, MA	35 energy efficiency projects in municipal & school district buildings. <sup>37</sup>	\$50,000	341	2
NEW YORK, NY	LED traffic lights installed at 11,600 intersections <sup>38</sup>	\$6,000,000		4.7 <sup>39</sup>
PALO ALTO, CA	LED traffic lights installed at 89 intersections <sup>40</sup>	\$120,000		
PALO ALTO, CA	Retrofit of lighting systems in 60 city buildings <sup>41</sup>	\$117,625		6.6 <sup>42</sup>
PALO ALTO, CA	Computer energy savings <sup>43</sup>	\$17,500		
PASADENA, CA	Customer energy efficiency savings through City services and incentives <sup>44</sup>	\$2,173,000		
PASSAIC, NJ	LED traffic lights installed at 40 intersections <sup>45</sup>	\$65,000		
PITTSBURGH, PA	LEED Gold David L. Lawrence Convention Center <sup>46</sup>	\$500,000		
PORTLAND, OR	More than 13,300 LED traffic lights installed	\$500,000 <sup>47</sup>	2300	3 <sup>48</sup>
PORTLAND, OR	LEED Certified Oregon Convention Center <sup>49</sup>	\$110,000		
PORTLAND, OR	City Energy Challenge - energy efficiency <sup>50</sup>	\$2,300,000		
POWAY, CA	City Buildings Lighting Retrofit Program - 600 bulbs changed to fluorescent <sup>51</sup>	\$9,640		
REDONDO BEACH, CA	Energy conservation measures <sup>52</sup>	\$200,000 projected		
SACO, ME	Proposed Energy Efficient Lighting in all school & municipal buildings <sup>53</sup>	\$15,200 projected <sup>54</sup>		5
SACRAMENTO, CA	23 Energy retrofit projects such as energy-efficient lighting, HVAC equipment, and LED traffic signals <sup>55</sup>	\$440,000		
SALEM, MA	Municipal parking garage lighting retrofit. <sup>56</sup>	\$21,887		2
SALT LAKE CITY, UT	Changed all lighting in city & county buildings to compact fluorescent	\$33,000 <sup>57</sup>		
SALT LAKE CITY, UT	LED traffic lights installed	\$50,000 <sup>58</sup>	716 <sup>59</sup>	
SAN DIEGO, CA	Energy-efficiency retrofit of City Administration Building Complex <sup>60</sup>	\$500,000		
SAN DIEGO, CA	Upgraded 86% of traffic lights to LED <sup>61</sup>	\$1,300,000	7,437	
SAN DIEGO, CA	Energy efficiency upgrade of Operations Center Administration Building <sup>62</sup>	\$14,000	45	
SAN DIEGO, CA	The City's Energy Conservation and Management Program <sup>63</sup>	\$3,500,000		
SAN FRANCISCO, CA	LED traffic lights installed <sup>64</sup>	\$1,200,000 expected		
SEATTLE, WA	Energy Conservation Efforts by Seattle City Light <sup>65</sup>	\$63,000,000	420,000	
SOMERVILLE, MA	LED traffic lights installed. <sup>66</sup>	\$62,700 expected		2
ST. PAUL, MN	Comprehensive Energy Conservation Improvement Program <sup>67</sup>	\$7,934,000	81,497	
VISALIA, CA	Energy efficiency retrofits - LED traffic lights, HVAC systems, city lighting <sup>68</sup>	\$143,185		

## ◆ GREEN VEHICLE SOLUTIONS

Making our cars, trucks, and SUVs go farther on a gallon of gas is the biggest single step we can take to saving money at the gas pump, cutting America's dependence on oil, and curbing global warming. Many cities are cutting their global warming emissions by purchasing gas-electric hybrid cars and SUVs for their city vehicle fleet. By using less gasoline, hybrid vehicles release a fraction of the global warming and air pollution emitted by conventional vehicles while saving money at the gas pump.

By "greening" its automobile fleets with 113 hybrid vehicles, Chicago spends \$21,000 less per year in fuel and maintenance costs. Los Angeles' 572 hybrids, combined with over 900 alternative fuel vehicles, save a whopping \$9 million per year. Charlotte estimates that the fuel savings for its 21 hybrid cars (\$16,800-\$25,000/year) will offset the higher cost of hybrids in 2.5 to 5.5 years.

When it comes to greening city fleets, cleaner cars aren't the only way to earn "cool cash". For example, by placing police units on bicycles instead of driving cars, both Brookline, MA and Keene, NH are slashing costs and cutting pollution.

### GREEN VEHICLE SOLUTIONS

City	Policy Adopted	Cost Savings (\$/Yr)	Greenhouse Gas Reduction (Tons eCO2/Yr)	Payback Time (Years)
BROOKLINE, MA	Police Units on Bicycles <sup>69</sup>	\$7,229	4.8 <sup>70</sup>	0.1
BROOKLINE, MA	Hybrids- 2 Toyota Prius <sup>71</sup>	\$1,019	<sup>72</sup>	11.1
CHARLOTTE, NC	21 Honda, Toyota, and Ford Hybrids <sup>73</sup>	\$16,800-\$25,200		2.5-5.5
CHICAGO, IL	113 hybrid vehicles <sup>74</sup>	\$21,000		
DENVER, CO	55 hybrids (Prius) & use of biodiesel <sup>75 76</sup>	\$40,000	10 to 15	
KEENE, NH	Police Units on Bicycles <sup>77</sup>	\$805	6	
LOS ANGELES, CA	572 hybrid-electric cars, over 900 alternative fuel vehicles <sup>78</sup>	\$9,000,000		
MECKLENBURG CO., NC	6 Toyota and Ford Hybrids <sup>79</sup>	\$4,800-\$7,200		2.5-5.5
SALT LAKE CITY, UT	Green Fleet <sup>80</sup>	\$156,000 <sup>81</sup>	327 <sup>82</sup>	

## ◆ RENEWABLE ENERGY SOLUTIONS

Cities around the country are investing in clean and renewable power like solar and wind energy to lower global warming emissions and create a reliable source of safe, homegrown electricity. Renewable power, combined with energy efficient buildings and appliances, is an essential and cost-effective solution for replacing electricity from dirty, fossil fuel power plants.

In Iowa, two wind turbines at Spirit Lake Elementary School are saving \$120,000 and reducing global warming pollution by over 2100 tons every year. The first wind turbine installed by the city of Hull, MA has been so successful—\$128,000 cost savings/year—that the city has put up a second one.

Solar panels plus efficiency measures are expected to lower energy costs at San Francisco's Moscone Convention Center by \$210,000/year, preventing the release of over 1,100 tons of global warming pollution each year. The 10 kilowatt (kW) solar thermal array at one fire house in Chicago is saving the city \$1000 a year.

Other renewable energy solutions such as geothermal and landfill methane recovery systems are also reducing city energy costs. A geothermal heat and cooling system at a municipal building in Park Hills, MO reduces energy costs by \$4,800 annually and will pay for itself in less than 5 years. Great Bridge Middle School's geothermal system in Chesapeake, VA saves \$41,500/year with a 6-year payback time.

Captured methane gas from a landfill helps to power Antioch Community High School in Illinois, reducing the school's energy costs by \$100,000/year, while keeping 4,409 tons of global warming pollution out of our atmosphere. In some cases, cities are also profiting by selling methane recovered from landfills. Upper Marlboro in Prince George's County, MD makes an average of \$720,000/year this way.

## RENEWABLE ENERGY SOLUTIONS

City	Policy Adopted	Cost Savings (\$/Yr)	Greenhouse Gas Reduction (Tons eCO2/Yr)	Payback Time (Years)
ALAMEDA COUNTY, CA	Eight photovoltaic systems installed throughout the county totaling over 2.3 MW. <sup>83</sup>	\$700,000	683	
ANN-ARBOR, MI	Landfill Gas-to-Energy Project <sup>84</sup>	\$35,000 <sup>85</sup>	71,907	
ANTIOCH, IL	Landfill Methane Recovery for power at Antioch Community High School <sup>86</sup>	\$100,000	4,409	
ARLINGTON, VA	Geothermal Heating & Cooling System at Taylor Elementary School <sup>87</sup>	\$20,800		5
BROOKLINE, MA	Home Composting Program <sup>88</sup>	\$11,616	13.5 <sup>89</sup>	0.1
CHICAGO, IL	10 kW Solar Thermal Array at 1 Fire House <sup>90</sup>	\$1,000		
CHESAPEAKE, VA	Geothermal Heating & Cooling System at Great Bridge Middle School South <sup>91</sup>	\$41,500		6
HULL, MA	Wind turbine #1 <sup>92</sup>	\$128,850	1,200	
	Wind turbine #2	\$407,800 <sup>93</sup>	3,000 <sup>94</sup>	
KEENE, NH	Landfill gas-to-energy system <sup>95</sup>	\$55,000	140	5
LAKE ELSINORE, CA	Elsinore Valley Municipal Water District installed photovoltaic solar power systems on their maintenance and administrative buildings and carports. <sup>96</sup>	\$170,000	330	
NAPA, CA	Solar power system at Lake Hennessey Pump station. <sup>97</sup>	\$100,000 expected	140	
PARK HILLS, MO	Geothermal Heating & Cooling System at Municipal Building <sup>98</sup>	\$4,800		4.6 <sup>99</sup>
PATTONVILLE, MO	Landfill Methane Recovery for power at Pattonville High School <sup>100</sup>	\$40,000	2,000	
QUEEN CITY, MO	Geothermal Heating & Cooling System at Schuyler Elementary School <sup>101</sup>	\$30,000		3 <sup>102</sup>
SACO, ME	Proposed Windmill <sup>103</sup>	Up to \$800 <sup>104</sup>		10

SAN FRANCISCO, CA	Solar Panels and energy efficiency measures in Moscone Center	\$210,000 expected <sup>105</sup>	Avg. 1167 <sup>106</sup>	
SAN FRANCISCO, CA	Southeast Water Treatment Plant installed 255 kW solar roof system. <sup>107</sup>	\$38,400	100	
SONOMA COUNTY, CA	Sonoma County Water Agency installed 522 kW of roof and parking system solar arrays. <sup>108</sup>	\$117,000	207	
SPIRIT LAKE, IA	2 Wind turbines at Spirit Lake Elementary School <sup>109</sup>	\$120,000	2,102	
TUCSON, AZ	Methane capture for energy at Los Reales Landfill <sup>110</sup>	\$500,000 <sup>111</sup>	21,103	
UPPER MARLBORO, MD	Energy from Landfill Methane Recovery Sold by Prince George's County <sup>112</sup>	Avg. \$720,000 <sup>113</sup>	5,842	

## **SAVING TAXPAYER DOLLARS AND CURBING GLOBAL WARMING BY RE-ENERGIZING YOUR CITY**

Mayors and other local public officials have a responsibility to reduce costs and spend taxpayer dollars wisely. They also are charged with taking steps to protect our environment. The success stories in this fact sheet demonstrate that local officials are meeting these obligations and building cleaner and more affordable communities by investing in smart energy solutions.

If every community in the United States took action with energy efficiency, renewable power and clean vehicle solutions, billions of dollars that are now literally being wasted could go to improving city services, bettering our schools, and re-building our aging infrastructure.

By reducing the rising costs of energy, Cool Cities are reducing the cost of government while solving global warming, one city at a time.

Now it's your city's turn.

**For more information, including the Sierra Club's Guide to Local Global Warming Solutions, and to get involved in a Cool Cities campaign in your city, go to: [www.coolcities.us](http://www.coolcities.us).**

### **Acknowledgements**

Research: Sarah Smith

Writing: Glen Brand, Brendan Bell, Sarah Smith

- <sup>1</sup> Shandwick, Weber. "Performance Contract Enables District to Accomplish Upgrades In Months Rather Than Years ." SchoolFacilities.com. 1 Aug. 2005. Honeywell. 16 Aug. 2006 [http://newsite.schoolfacilities.com/cd\\_1695.aspx](http://newsite.schoolfacilities.com/cd_1695.aspx).
- <sup>2</sup> Breslow, Marc, and Janet McGarry. "Cutting Global Warming Pollution: Case Studies of Municipal Governments, School Districts, and Communities." Massachusetts Climate Action Network. Dec. 2004. 27 Sept. 2006 <http://www.massclimateaction.org/MCANdocspdf/GHGCaseStudies.pdf>
- <sup>3</sup> *ibid*
- <sup>4</sup> Austin Energy. "DSM Performance Measures FY 2005: Residential, Commercial & Green Building" June 28, 06.
- <sup>5</sup> Regelson, Ken. "Sustainable Cities: Best Practices for Renewable Energy & Energy Efficiency." Sierra Club Rocky Mountain Chapter. 5. 28 Oct. 2005. Five Start Consultants. 10 Aug. 2006 <http://www.rmc.sierraclub.org/energy/library/sustainablecities.pdf>.
- <sup>6</sup> Town of Brookline, Massachusetts. Local Action Plan on Climate Change. 2002. 30. 9 Aug. 2006 <http://www.townofbrooklinemass.com/Conservation/PDFs/ClimateActionPlanTOB.pdf#page=5>.
- <sup>7</sup> The street light conversion will result in the elimination of 364 tons of CO2 in 2010.
- <sup>8</sup> Town of Brookline, Massachusetts. Local Action Plan on Climate Change. 2002. 47-48. 9 Aug. 2006 <http://www.townofbrooklinemass.com/Conservation/PDFs/ClimateActionPlanTOB.pdf#page=5>.
- <sup>9</sup> Breslow, Marc, and Janet McGarry. "Cutting Global Warming Pollution: Case Studies of Municipal Governments, School Districts, and Communities." Massachusetts Climate Action Network. Dec. 2004. 27 Sept. 2006 <http://www.massclimateaction.org/MCANdocspdf/GHGCaseStudies.pdf>.
- <sup>10</sup> Slade, David. "Charleston Makes Pledge to Cut Emissions." Post and Courier [Charleston, South Carolina] 23 Apr. 2006. 9 Aug. 2006. <http://www.charleston.net/default.aspx>.
- <sup>11</sup> ICLEI. Cities in Action. 9 Aug. 2006 [www.iclei.org/documents/USA/documents/citiesinaction/Cities\\_in\\_Action.pdf](http://www.iclei.org/documents/USA/documents/citiesinaction/Cities_in_Action.pdf).
- <sup>12</sup> "LEED Certified Project Case Study." U.S. Green Building Council. 9 Aug. 2006 <http://leedcasestudies.usgbc.org/energy.cfm?ProjectID=97>.
- <sup>13</sup> City of Chicago. Environmental Action Agenda: Building the Sustainable City. 2006. 5. 9 Aug. 2006 [http://egov.cityofchicago.org/webportal/COCWebPortal/COC\\_ATTACH/ActionAgenda.pdf](http://egov.cityofchicago.org/webportal/COCWebPortal/COC_ATTACH/ActionAgenda.pdf).
- <sup>14</sup> "Local Government Case Study: City of Chula Vista." Flex Your Power. 9 Aug. 2006 [http://www.fypower.org/pdf/CS\\_LG\\_ChulaVista.pdf](http://www.fypower.org/pdf/CS_LG_ChulaVista.pdf).
- "Case Studies: Clackamas High School." Cascadia Region Green Building Council. U.S. Green Building Council. 9 Aug. 2006 <http://casestudies.cascadiagbc.org/finance.cfm?ProjectID=196>.
- <sup>16</sup> City of Dallas. Jack Evans Police Headquarters: Green Building Design. 2. 9 Aug. 2006 <http://www.dallascityhall.com/pdf/ehs/JackEvansPoliceBldg.pdf>.
- <sup>17</sup> City and County of Denver. Greenprint Denver. An Economic and Environmental Action Plan for Denver's Future. 9 Aug. 2006 [http://www.greenprintdenver.org/docs/greenprint\\_brochure.pdf](http://www.greenprintdenver.org/docs/greenprint_brochure.pdf).
- <sup>18</sup> City and County of Denver. Greenprint Denver. Greenprint Denver Plan. 11. 12 July 2006. 9 Aug. 2006 [http://www.greenprintdenver.org/docs/greenprint\\_report.pdf](http://www.greenprintdenver.org/docs/greenprint_report.pdf).
- <sup>19</sup> City of Fort Collins. Energy Management Team. Municipal Climate Protection Plan. 13. June 2001. 9 Aug. 2006 <http://www.fcgov.com/climateprotection/pdf/map.pdf>.
- <sup>20</sup> City of Fort Collins. "The Power to Save: Preserve Our Environment and Make Some Changes". 10 Aug. 2006 <http://fcgov.com/utilities/pdf/cs-vsldg.pdf>.
- <sup>21</sup> "2005 Renewable Energy in Buildings Awards." Colorado Renewable Energy Society. 10 Aug. 2006 [http://www.cres-energy.org/newhtml/reba\\_2005\\_frhs.html#Low\\_Energy\\_Consumption](http://www.cres-energy.org/newhtml/reba_2005_frhs.html#Low_Energy_Consumption).
- <sup>22</sup> Regelson, Ken. "Sustainable Cities: Best Practices for Renewable Energy & Energy Efficiency." Sierra Club Rocky Mountain Chapter. 17. 28 Oct. 2005. Five Start Consultants. 10 Aug. 2006 <http://www.rmc.sierraclub.org/energy/library/sustainablecities.pdf>.
- <sup>23</sup> The savings for Fort Collins customers is expected to be over \$40million between 2004 and 2012 which averages to \$4,444,444/year.
- <sup>24</sup> Town of Freeport, Maine. Energy Conservation Update. November 13, 2006.
- <sup>25</sup> *ibid*
- <sup>26</sup> Missouri Department of Natural Resources. "Energy Revolving Fund: Low Interest Loans for Energy Efficiency Improvements". 6 Aug. 2006. 10 Aug. 2006 <http://www.dnr.mo.gov/energy/financial/loan.htm>.
- <sup>27</sup> The project cost \$554,000 which results in a simple payback of 5.8.
- <sup>28</sup> Murphy, Dennis. Kansas City Chief Environmental Officer. Personal interview. 12 July 2006.
- <sup>29</sup> City of Keene. Planning Department. "Municipal Opportunities." Climate Change Action Plan. 18. 10 Aug. 2006 <http://www.ci.keene.nh.us/planning/municipal.pdf>.
- <sup>30</sup> City of Keene. Planning Department. "Municipal Opportunities." Climate Change Action Plan. 15. 10 Aug. 2006 <http://www.ci.keene.nh.us/planning/municipal.pdf>.
- The cost of converting traffic signals to LED was \$19,000 after PSNH Rebate. Payback: 5 years (However, this does not include the projected savings that occurred as a result of growth in the traffic signal area. If this is taken into account, the payback period becomes 1-2 years.)
- <sup>32</sup> The Apollo Alliance, ICLEI Local Governments for Sustainability. "High Performance Cities: A Guide to Energy Saving Policies for Urban Areas". 1. 10 Aug. 2006 <http://www.apolloalliance.org/docUploads/apollo-final.pdf>.

- <sup>33</sup> A savings of \$100,000 is expected over the first two years.
- <sup>34</sup> "Local Government Case Study: City of Napa." Flex Your Power. 10 Aug. 2006 [http://www.fypower.org/pdf/CS\\_LG\\_Napa.pdf](http://www.fypower.org/pdf/CS_LG_Napa.pdf).
- <sup>35</sup> ibid
- <sup>36</sup> ibid
- <sup>37</sup> Breslow, Marc, and Janet McGarry. "Cutting Global Warming Pollution: Case Studies of Municipal Governments, School Districts, and Communities." Massachusetts Climate Action Network. Dec. 2004. 27 Sept. 2006 <http://www.massclimateaction.org/MCANdocspdf/GHGCaseStudies.pdf>.
- <sup>38</sup> DePalma, Anthony. "Never Sleeps, But It Douses The Lights." New York Times 11 Dec. 2005, Late ed., sec. 1: 55.
- <sup>39</sup> The project cost \$2.8 million which results in a simple payback of 4.7 years.
- <sup>40</sup> City of Palo Alto. "First Year Results". 11 Feb. 2003. 10 Aug. 2006 <http://www.city.palo-alto.ca.us/fire/sustainability/firstyear.html>.
- <sup>41</sup> ibid
- <sup>42</sup> The project cost \$780,000 which results in a simple payback of 6.6 years.
- <sup>43</sup> ibid
- <sup>44</sup> "Local Government Case Study: City of Pasadena." Flex Your Power. 10 Aug. 2006 [http://www.fypower.org/pdf/CS\\_LG\\_Pasadena.pdf](http://www.fypower.org/pdf/CS_LG_Pasadena.pdf).
- <sup>45</sup> The Apollo Alliance, ICLEI Local Governments for Sustainability. "High Performance Cities: A Guide to Energy Saving Policies for Urban Areas". 7. 10 Aug. 2006 <http://www.apolloalliance.org/docUploads/apollo-final.pdf>.
- <sup>46</sup> "Enhance the Light". Green Building Alliance. 10 Aug. 2006 [http://www.gbapgh.org/DLLCC\\_Light.asp](http://www.gbapgh.org/DLLCC_Light.asp).
- <sup>47</sup> City of Portland and Multnomah County. Office of Sustainable Development. Global Warming Progress Report. 3 & 16 . June 2005. 10 Aug. 2006 <http://www.portlandonline.com/shared/cfm/image.cfm?id=112118>.
- <sup>48</sup> City of Portland. Office of Sustainable Development. "Energy Efficiency Success Story." 14 Aug.2006 <http://www.portlandonline.com/shared/cfm/image.cfm?id=111737>
- <sup>49</sup> Libby, Brian. "Green Expansion for Oregon Convention Center." BetterBricks. Northwest Energy Efficiency Alliance. 10 Aug. 2006 <http://www.betterbricks.com/default.aspx?pid=article&articleid=389&typeid=3&topicname=sustainable&indextype=>.
- <sup>50</sup> Regelson, Ken. "Sustainable Cities: Best Practices for Renewable Energy & Energy Efficiency." Sierra Club Rocky Mountain Chapter. 24. 28 Oct. 2005. Five Start Consultants. 10 Aug. 2006 <http://www.rmc.sierraclub.org/energy/library/sustainablecities.pdf>.
- <sup>51</sup> "Local Government Case Study: City of Poway." Flex Your Power. 10 Aug. 2006 [http://www.fypower.org/pdf/CS\\_LG\\_Poway.pdf](http://www.fypower.org/pdf/CS_LG_Poway.pdf).
- <sup>52</sup> "Local Government Case Study: City of Redondo Beach." Flex Your Power. 10 Aug. 2006 [http://www.fypower.org/pdf/CS\\_LG\\_RedondoBeach.pdf](http://www.fypower.org/pdf/CS_LG_RedondoBeach.pdf).
- <sup>53</sup> Harkness, Seth. "Something New in the Wind for Saco". Portland Press Herald 29 July 2006. 10 Aug. 2006 <http://pressherald.mainetoday.com/news/york/060729windmill.shtml>.
- <sup>54</sup> The project will cost \$76,000 and pay for itself in 5 years. This works out to an average savings of \$15,200/year.
- <sup>55</sup> "Local Government Case Study: City of Sacramento." Flex Your Power. 10 Aug. 2006 [http://www.fypower.org/pdf/CS\\_LG\\_Sacramento.pdf](http://www.fypower.org/pdf/CS_LG_Sacramento.pdf).
- <sup>56</sup> Breslow, Marc, and Janet McGarry. "Cutting Global Warming Pollution: Case Studies of Municipal Governments, School Districts, and Communities." Massachusetts Climate Action Network. Dec. 2004. 27 Sept. 2006 <http://www.massclimateaction.org/MCANdocspdf/GHGCaseStudies.pdf>.
- <sup>57</sup> "Energy Conservation." Salt Lake City and the Environment. Salt Lake City Green. 10 Aug. 2006 <http://www.slccgreen.com/pages/energy.htm>.
- <sup>58</sup> "Energy Conservation." Salt Lake City and the Environment. Salt Lake City Green. 10 Aug. 2006 <http://www.slccgreen.com/pages/energy.htm>.
- <sup>59</sup> "Salt Lake City Climate Action Plan." Salt Lake City and the Environment. Salt Lake City Green. 10 Aug. 2006 <http://www.slccgreen.com/pages/actionplan.htm>.
- <sup>60</sup> "City Energy Accomplishments." City of San Diego. Environmental Services Department. 10 Aug. 2006 [http://genesis.sannet.gov/infospc/templates/esd/sd\\_model.jsp](http://genesis.sannet.gov/infospc/templates/esd/sd_model.jsp).
- <sup>61</sup> ibid
- <sup>62</sup> "Energy Savings Projects." City of San Diego. Environmental Services Department. 10 Aug. 2006 [http://genesis.sannet.gov/infospc/templates/esd/energy\\_projects.jsp](http://genesis.sannet.gov/infospc/templates/esd/energy_projects.jsp).
- <sup>63</sup> "City Energy Accomplishments." City of San Diego. Environmental Services Department. 10 Aug. 2006 [http://genesis.sannet.gov/infospc/templates/esd/sd\\_model.jsp](http://genesis.sannet.gov/infospc/templates/esd/sd_model.jsp).
- <sup>64</sup> "San Francisco - Municipal Government." The Climate Group. 10 Aug. 2006 <http://www.theclimategroup.org/index.php?pid=614>.
- <sup>65</sup> Little, Michael. "Re: Seattle's GHG Reduction." E-mail to Sarah Smith. 27 July 2006.
- <sup>66</sup> Breslow, Marc, and Janet McGarry. "Cutting Global Warming Pollution: Case Studies of Municipal Governments, School Districts, and Communities." Massachusetts Climate Action Network. Dec. 2004. 27 Sept. 2006 <http://www.massclimateaction.org/MCANdocspdf/GHGCaseStudies.pdf>.
- <sup>67</sup> "Energy & Energy Conservation." The City of Saint Paul. 10 Aug. 2006 <http://www.stpaul.gov/initiatives/sustainable/programs/energy.html>.

#### Conservation Improvement Program:

The City of Saint Paul and Xcel Energy have been working together for 15 years to introduce CIPs to city, school district, county, state government, and private sector buildings Saint Paul CIPs include facilities energy conservation, retrofits, ENERGY STAR purchasing, street lighting, signal lamp conversion, pumping peak demand pricing, lime sludge dewatering, treatment chemical

- reduction, and private sector energy conservation.
- 68 "Local Government Case Study: City of Visalia." Flex Your Power. 10 Aug. 2006 [http://www.fypower.org/pdf/CS\\_LG\\_Visalia.pdf](http://www.fypower.org/pdf/CS_LG_Visalia.pdf).
- 69 Town of Brookline, Massachusetts. Local Action Plan on Climate Change. 2002. 17. 9 Aug. 2006  
<http://www.townofbrooklinemass.com/Conservation/PDFs/ClimateActionPlanTOB.pdf#page=5>.
- 70 This measure will reduced 58 tons of CO2 in 2010. The bicycles were bought in 1999. This is a reduction of 4.8 tons of CO2/year.
- 71 Town of Brookline, Massachusetts. Local Action Plan on Climate Change. 2002. 18. 9 Aug. 2006  
<http://www.townofbrooklinemass.com/Conservation/PDFs/ClimateActionPlanTOB.pdf#page=5>.
- 72 8 tons of CO2 reduced in 2010.
- 73 City of Charlotte. The Green Sheet: The Case for Hybrids and David Friday, Charlotte Fleet Environmental Analyst.
- 74 City of Chicago. Environmental Action Agenda: Building the Sustainable City. 2006. 3. 9 Aug. 2006  
[http://egov.cityofchicago.org/webportal/COCWebPortal/COC\\_ATTACH/ActionAgenda.pdf](http://egov.cityofchicago.org/webportal/COCWebPortal/COC_ATTACH/ActionAgenda.pdf).
- 75 "A Green Fleet For Denver." Fleet Maintenance Division, City and County of Denver. 10 Aug. 2006  
[http://www.denvergov.org/Fleet\\_Maintenance\\_Division/368news.asp#1805](http://www.denvergov.org/Fleet_Maintenance_Division/368news.asp#1805).
- 76 "Green Fleets". Cities for Climate Protection. ICLEI. 10 Aug. 2006 <http://www.greenfleets.org/Denver.html>.
- 77 City of Keene. Planning Department. "Municipal Opportunities." Climate Change Action Plan. 26. 10 Aug. 2006  
<http://www.ci.keene.nh.us/planning/municipal.pdf>
- 78 City of Los Angeles. "Livable Neighborhoods." City of Los Angeles Budget Summary Fiscal Year 2005-06. 2005. 54. 10 Aug. 2006  
[http://www.lacity.org/cao/budget2005-06/Proposed\\_Budget\\_Summary\\_2005-06.pdf](http://www.lacity.org/cao/budget2005-06/Proposed_Budget_Summary_2005-06.pdf).
- 79 City of Charlotte. The Green Sheet: The Case for Hybrids and David Friday, Charlotte Fleet Environmental Analyst.
- 80 Minimization of the fleet. Got rid of many SUVs and bought hybrids and compacts.
- 81 Bennett, Vicki. Salt Lake City Environmental Programs Manager. Personal interview. 28 June 2006. Fleet use of diesel dropped 30,000 gallons last year. The airport fleet's use of gas dropped 10,000 gallons last year and dropped by 12,000 gallons of diesel. Figured at \$3.00/gal.
- 82 "Salt Lake City Climate Action Plan." Salt Lake City and the Environment. Salt Lake City Green. 10 Aug. 2006  
<http://www.slccgreen.com/pages/actionplan.htm>.
- 83 "Case Study: County of Alameda, California." PowerLight. 15 Nov. 2006  
[http://www.powerlight.com/success/pdf/PowerLight\\_Case-Study\\_AlamedaCounty.pdf](http://www.powerlight.com/success/pdf/PowerLight_Case-Study_AlamedaCounty.pdf)
- 84 "Landfill Gas-To-Energy Project." City of Ann Arbor Michigan. 27 July 2006. 10 Aug. 2006  
<http://www.ci.ann-arbor.mi.us/PublicServices/SystemsPlanning/Energy/LandfillEnergy.html>.
- 85 \$20,000/year is saved by the city and DTE Biomass pays the city \$15,000/year
- 86 "Antioch Community High School." Lanfill Methane Outreach Program. U.S. Environmental Protection Agency. 8 March 2006. 10 Aug. 2006 <http://www.epa.gov/lmop/proj/prof/profile/antiochcommunityhighschool.htm>
- 87 "Taylor Elementary School: Arlington, Virginia." Geoexchange. 10 Aug. 2006 <http://www.geoexchange.org/pdf/cs-076.pdf>.
- 88 Town of Brookline, Massachusetts. Local Action Plan on Climate Change. 2002. 46. Aug. 2006  
<http://www.townofbrooklinemass.com/Conservation/PDFs/ClimateActionPlanTOB.pdf#page=5>.
- 89 This measure will reduce 189 tons of CO2 in 2010. The program was started in 1997. This is a reduction of 13.5 tons/year.
- 90 "Chicago's Solar Benefits." The Chicago Solar Partnership. 10 Aug. 2006  
<http://www.chicagosolarpartnership.com/index.php?submenu=About&src=gendocs&link=Benefits&category=About%20Us>
- 91 The Apollo Alliance, ICLEI Local Governments for Sustainability. "High Performance Cities: A Guide to Energy Saving Policies for Urban Areas". 4. 10 Aug. 2006 <http://www.apolloalliance.org/docUploads/apollo-final.pdf>.
- 92 "Hull Wind 6,000,000 kWhs of Clean Energy." Hull Wind. 10 Aug. 2006 <http://www.hullwind.org/HullWind06.pdf>
- 93 "Hull Wind II financial projections." Sustainable South Shore. 28 Sept. 2006 <http://www.sustainable.org/gallery.php>
- 94 "Hull Wind 1 Reaches 7 million kWhs!!" Hull Wind. 10 Aug. 2006 <http://www.hullwind.org>
- 95 "Methane Recovery Pumps: Keene, NH" Clean Air, Cool Planet. 10 Oct. 2006  
[http://www.cleanair-coolplanet.org/for\\_communities/methane.php](http://www.cleanair-coolplanet.org/for_communities/methane.php)
- 96 "Success Stories: Elsinore Valley Municipal Water District." PowerLight. 15 Nov. 2006  
<http://www.powerlight.com/success/elsinore.php>
- 97 "City of Napa Dedicates Solar Power System at Lake Hennessey Pump Station". PowerLight. Renewable Energy Access. 18 Oct. 2006 <http://www.renewableenergyaccess.com/rea/market/business/viewstory?id=46105>.
- 98 "Municipal Building: Park Hills, Missouri." Geoexchange. 10 Aug. 2006 <http://www.geoexchange.org/pdf/cs-064.pdf>
- 99 With contribution from Union Electric and EPRI payback was actually immediate.
- 100 "Pattonville High School Landfill Gas Recovery Project." State and Local Net Greenhouse Gas Emissions Reduction Programs. Pew Center on Global Climate Change. 10 Aug. 2006 <http://www.pewclimate.org/states.cfm?ID=12>
- 101 "Schuyler Elementary School: Queen City, Missouri." Geoexchange. 10 Aug. 2006 <http://www.geoexchange.org/pdf/cs-029.pdf>
- 102 This is the payback time on the additional cost of \$90,000 for the Geoexchange system.
- 103 Harkness, Seth. "Something New in the Wind for Saco". Portland Press Herald 29 July 2006. 10 Aug. 2006  
<http://pressherald.maine.com/news/york/060729windmill.shtml>.
- 104 The project will cost up to \$8,000 and pay for itself in 10 years. This works out to an average savings of \$800/year.
- 105 Blum, Andrew. "Solar Power Goes Urban at SF's Moscone Center." The Sustainable Metropolis. Metropolis Magazine. 10 Aug. 2006  
<http://www.metropolismag.com/html/sustainable/case/MosconeCenterSolar.html>

- 
- <sup>106</sup> "Mayor Newsom Dedicates Historic Solar Installation." San Francisco Convention & Visitor's Bureau. 19 March 2004. 10 Aug. 2006 [http://www.sfcvb.org/travel\\_media/press.asp?rid=124&cid=4](http://www.sfcvb.org/travel_media/press.asp?rid=124&cid=4). Over the next 30 years the solar generated electricity and energy efficiency measures will reduce emissions of carbon dioxide by 35,000 tons.
- <sup>107</sup> "Success Stories: Southeast Water Treatment Plant." PowerLight. 15 Nov. 2006 <http://www.powerlight.com/success/sfwaste.php>
- <sup>108</sup> "Success Stories: Sonoma County Water Agency." PowerLight. 15 Nov. 2006 <http://www.powerlight.com/success/middlesex.php>
- <sup>109</sup> "Case Study: Spirit Lake, Iowa". Green Power. ICLEI. 10 Aug. 2006 <http://www.greenpowergovs.org/wind/Spirit%20Lake%20case%20study.html>
- <sup>110</sup> "Global Warming Can Be Fought On the Local Level". Arizona Star 20 July 2006. Opinion sec. 10 Aug. 2006 <http://www.azstarnet.com/allheadlines/138597>
- <sup>111</sup> Tucson Electric Power pays this money to the city for the rights to the methane.
- <sup>112</sup> "Brown Station Road On-Site Electrical Generation Project." Landfill Methane Outreach Program. US EPA. 8 March 2006. 10 Aug. 2006 <http://www.epa.gov/lmop/proj/prof/profile/brownstationroadonsiteele.htm>
- <sup>113</sup> This is revenue to the county. The revenue averages \$60,000/month which is \$720,000/year.

## **Cities Working Together to Protect Our Air Quality, Health and Environment: *A Call to Action***

March 30, 2005

Dear Mayor:

We invite you to join the **US Mayors Climate Protection Agreement** by signing onto the enclosed resolution and supporting it at the US Conference of Mayors meeting in June. We also welcome the endorsement of other Mayors, whether or not you are currently a member of the US Conference of Mayors.

With less than 5% of the world's population, the US produces more than 25% of the global greenhouse gas emissions, and those emissions are continuing to grow. We believe that US cities can – and should – act to reduce global warming pollution, both in our own municipal operations and in our communities. Many of us are already doing so through programs such as energy conservation, urban forest restoration, controlling sprawl and using alternative fuels in our fleets. Not only are we reducing our contributions to global warming pollution, we are investing in more livable cities through cleaner air, creation and preservation of open space and urban forests, and reduced energy costs.

On February 16, the Kyoto Treaty, the international agreement to address climate disruption, became law for the 141 countries that have ratified it to date. As you know, the United States is not among them. For 38 of the countries with the most advanced economies, the Treaty sets binding legal commitments to reduce greenhouse gas emissions on average 5.2 percent below 1990 levels. If the United States had ratified the Kyoto Treaty our nation would be required to reduce our greenhouse gas emissions by 7% below 1990 levels by 2012.

Please join us and the other Mayors who are already committed to providing leadership on this nationwide, urgent effort. When we meet together at the June US Conference of Mayors we intend to have at least 141 mayors signed up to participate in the U.S. Mayors Climate Protection Agreement. The June meeting is an opportunity to promote and expand this effort by passing a resolution that endorses the Agreement. Although there have been climate protection resolutions adopted by the USCM in prior years, you will see that we are urging specific actions – the only way we will make real progress in reversing the trend toward global warming.

Since Seattle's Mayor Greg Nickels first announced this initiative on February 16, the interest and positive feedback has remained intense, including national news stories. This is an opportunity to build on what is becoming an increasingly bi-partisan issue. And it is an opportunity to provide real leadership to the more than 80% of Americans who think the US should be acting to reduce global warming pollution.

Enclosed, please find the draft Resolution, which includes the U.S. Mayors Climate Protection Agreement, and a form for your signature. Also included are contacts for more information; the website for the US Mayors Climate Protection Agreement is [www.seattle.gov/mayor](http://www.seattle.gov/mayor). To meet our target of having most signatures collected by May 2, we look forward to hearing from you at your earliest convenience.



The U.S. Conference of Mayors  
**Mayors Climate Protection Center**

[MCPCHOME](#) [THE AGREEMENT](#) [BEST PRACTICES](#) [PARTNERS](#) [USCM HOME](#)

Participating Mayors

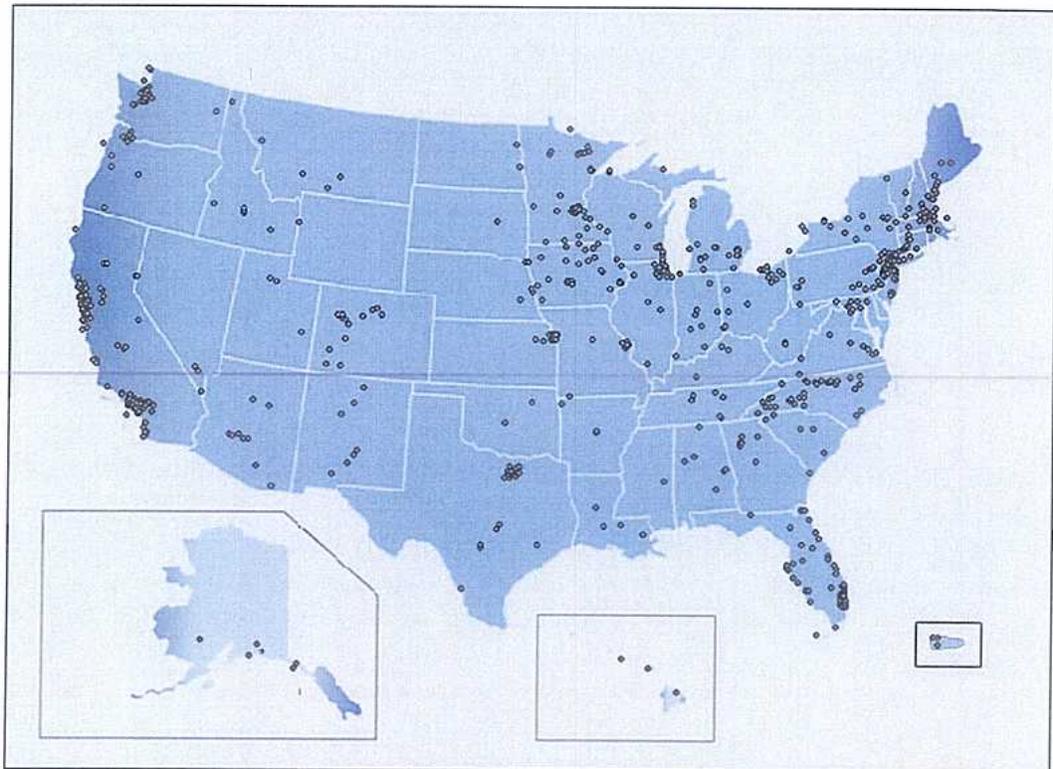
## Cities That Have Signed On

[View Map](#)

*852 as of 5/15/2008*

[View Agreement](#)

[Sign On](#)



Copyright 2007. The United States Conference of Mayors. All Rights Reserved



The U.S. Conference of Mayors  
**Mayor Climate Protection Center**

[MCPC HOME](#) [THE AGREEMENT](#) [BEST PRACTICES](#) [PARTNERS](#) [USCM HOME](#)

Participating Mayors

## Cities That Have Signed On

[View Map](#)

[View the US Mayors  
Climate Protection  
Agreement](#)

[Sign On](#)

*23 from Texas*

<b>Mayor</b>	<b>City</b>	<b>Population</b>
Dr. Robert Cluck	Arlington	332,969
Will Wynn	Austin	681,804
Becky Miller	Carrollton	109,576
Ben White	College Station	67,890
Douglas Stover	Coppell	35,958
Laura Miller	Dallas	1,188,580
Perry McNeill	Denton	80,537
John Cook	El Paso	563,662
Mary Lib Saleh	Euless	46,005
Sim Israeloff	Fairview	5,201
Michael Moncrief	Fort Worth	534,694
E. Michael Simpson	Frisco	33,714
Ronald Jones	Garland	215,768
Richard Ward	Hurst	36,273
Kenneth Love	Hutto	9,572
Elizabeth Flores	Laredo	176,576
Bill Whitfield	McKinney	54,369
Pat Evans	Plano	222,030
Gary Slagel	Richardson	91,802
Phil Hardberger	San Antonio	1,144,646
A. David Marne	Shavano Park	2,290

David Wallace	Sugar Land	63,328
Scott Bradley	Westlake	206

[<< back to map](#)

Copyright 2007, The United States Conference of Mayors. All Rights Reserved.

## ENDORISING THE US MAYORS' CLIMATE PROTECTION AGREEMENT

WHEREAS, the U.S. Conference of Mayors has previously adopted strong policy resolutions calling for cities, communities and the federal government to take actions to reduce global warming pollution; and

WHEREAS, the Inter-Governmental Panel on Climate Change (IPCC), the international community's most respected assemblage of scientists, is clear that there is no longer any credible doubt that climate disruption is a reality and that human activities are largely responsible for increasing concentrations of global warming pollution; and

WHEREAS, recent, well-documented impacts of climate disruption include average global sea level increases of four to eight inches during the 20th century; a 40% decline in Arctic sea-ice thickness; and nine of the ten hottest years on record occurring in the past decade; and

WHEREAS, climate disruption of the magnitude now predicted by the scientific community will cause extremely costly disruption of human and natural systems throughout the world including: increased risk of floods or droughts; sea-level rises that interact with coastal storms to erode beaches, inundate land, and damage structures; more frequent and extreme heat waves, more frequent and greater concentrations of smog; and

WHEREAS, on February 16, 2005, the Kyoto Protocol, an international agreement to address climate disruption, entered into force in the 141 countries that have ratified it to date; 38 of those countries are now legally required to reduce greenhouse gas emissions on average 5.2 percent below 1990 levels by 2012; and

WHEREAS, the United States of America, with less than five percent of the world's population, is responsible for producing approximately 25% of the world's global warming pollutants yet is not a party to the Kyoto Protocol; and

WHEREAS, the Kyoto Protocol emissions reduction target for the U.S., had it ratified the treaty, would have been 7% below 1990 levels by 2012; and

WHEREAS, many leading US companies that have adopted greenhouse gas reduction programs to demonstrate corporate social responsibility have also publicly expressed preference for the US to adopt precise and mandatory emissions targets and timetables as a means by which to remain competitive in the international marketplace, to mitigate financial risk and to promote sound investment decisions; and

WHEREAS, state and local governments throughout the United States are adopting emission reduction targets and programs and that this leadership is bipartisan, coming from Republican and Democratic governors and mayors alike; and

WHEREAS, many cities throughout the nation, both large and small, are reducing global warming pollutants through programs that provide economic and quality of life benefits such as reduced energy bills, green space preservation, air quality improvements, reduced traffic congestion, improved transportation choices, and economic development and job creation through energy conservation and new energy technologies; and

WHEREAS, mayors from around the nation have signed the U.S. Mayors Climate Protection Agreement (list attached) which reads:

**US Conference of Mayors Climate Protection Agreement – Signature Page**

You have my support for the US Mayors Climate Protection Agreement.

Date: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mayor's Email: \_\_\_\_\_

Staff Contact Name: \_\_\_\_\_

Staff Contact Title: \_\_\_\_\_

Staff Phone: \_\_\_\_\_

Staff Email: \_\_\_\_\_

Please add my comments in support of the US Mayors Climate Protection Agreement.  
We will add these to the Website *(optional)*:

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

Please return completed form at your earliest convenience to:  
**US Mayors Climate Protection Agreement**

By Mail:  
c/o City of Seattle  
Office of Sustainability and Environment  
Seattle Municipal Tower  
PO Box 94729  
Seattle, WA 98124-4729

By Fax: (206) 684-3013

By Email: john.mauro@seattle.gov

For more Information: (206) 733-9084

# Overview of ICLEI

## **What is ICLEI?**

ICLEI is a non-profit organization that assists cities in reducing their greenhouse gas emissions by providing limited technical assistance. Through their Cities for Climate Protection Program, ICLEI has worked internationally for many years and they have adapted their tools and processes to the U.S. as a result of demand generated by the Mayor's Climate Protection Agreement. Their name used to be "International Council for Local Environmental Initiatives" but they are now "ICLEI - Local Governments for Sustainability".

Their primary assistance is through their proprietary software which provides for the calculation of CO2 reductions and costs (and savings) associated with specific actions (ex: by replacing 20 streetlights with LEDs how much CO2 is reduced and how much cost benefit is realized). Typically, they arrange to send a trained intern to run the calculations with the software based on inputs the city provides.

Using this data, ICLEI produces, in collaboration with the city, basic CO2 inventories and action plans. In most cases the action plans need to be further refined to best fit the city.

## **Web Site**

<http://www.iclei.org/us>

## **What do they charge?**

The cost of their core service is very modest and varies depending on the size of the city. A city of 100,000 residents is \$1,200 or less for membership and a basic analysis. For that fee someone in the city will be trained to do the baseline inventory.

An alternative is to have ICLEI do the inventory itself. This costs typically \$20,000 to \$25,000.

More detail here: <http://www.iclei.org/index.php?id=966>

## **What is their process?**

The following is their basic process. Specific baseline year, forecast year, and reduction targets are customized based on the city's target.

Milestone 1. Conduct a baseline emissions inventory and forecast. Based on energy consumption and waste generation, the city calculates greenhouse gas emissions for a base year (e.g., 2000) and for a forecast year (e.g., 2015). The inventory and forecast provide a benchmark against which the city can measure progress.

Milestone 2. Adopt an emissions reduction target for the forecast year. The city establishes an emission reduction target for the city. The target both fosters political will and creates a framework to guide the planning and implementation of measures.

Milestone 3. Develop a Local Action Plan. Through a multi-stakeholder process, the city develops a Local Action Plan that describes the policies and measures that the local government will take to reduce greenhouse gas emissions and achieve its emissions reduction target. Most plans include a timeline, a description of financing mechanisms, and an assignment of responsibility to departments and staff. In addition to direct greenhouse gas reduction measures, most plans also incorporate public awareness and education efforts.

Milestone 4. Implement policies and measures. The city implements the policies and measures contained in their Local Action Plan. Typical policies and measures implemented by CCP? participants include energy efficiency improvements to municipal buildings and water treatment facilities, streetlight retrofits, public transit improvements, installation of renewable power applications, and methane recovery from waste management.

Milestone 5. Monitor and verify results. Monitoring and verifying progress on the implementation of measures to reduce or avoid greenhouse gas emissions is an ongoing process. Monitoring begins once measures are implemented and continues for the life of the measures, providing important feedback that can be use to improve the measures over time.



# Programs

About ICLEI   Members   Support   **Programs**   News & Events

- ICLEI worldwide
- member login
- Local Action 21
- sustainable cities
- climate protection
- about CCP
- how it works
- CCP participants
- CCP projects
- CCP resources
- water
- Local Agenda 21
- management instruments
- procurement

## How it Works

Local governments join the Cities for Climate Protection? (CCP) campaign by passing a resolution pledging to reduce greenhouse gas emissions from their local government operations and throughout their communities. To help cities achieve their goals, ICLEI then assists the cities undertake the CCP's five milestones.

The five milestones of the CCP and the methodology that underlies the milestones provide a simple, standardized means of calculating greenhouse gas emissions, of establishing targets to lower emissions, of reducing greenhouse gas emissions and of monitoring, measuring and re-reporting performance. ICLEI has developed several software tools that help cities comply with the methodology.

The five milestones are:

**Milestone 1.** Conduct a baseline emissions inventory and forecast. Based on energy consumption and waste generation, the city calculates greenhouse gas emissions for a base year (e.g., 2000) and for a forecast year (e.g., 2015). The inventory and forecast provide a benchmark against which the city can measure progress.

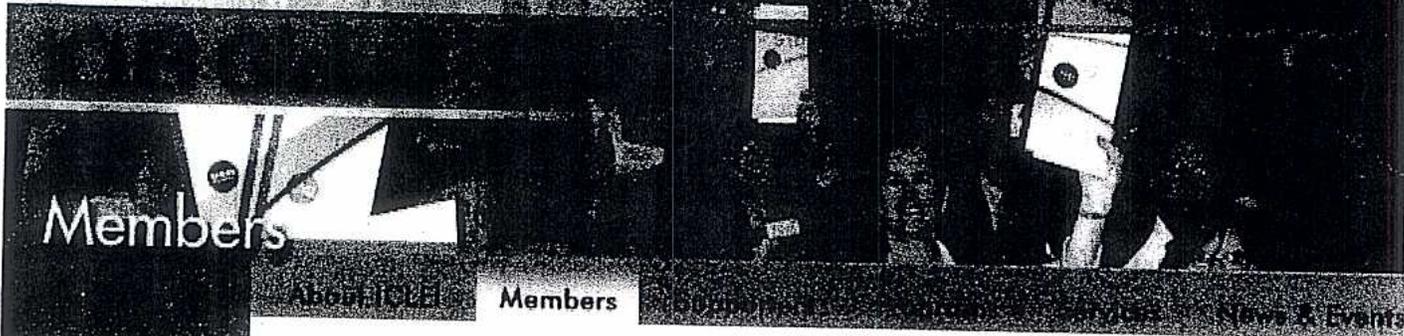
**Milestone 2.** Adopt an emissions reduction target for the forecast year. The city establishes an emission reduction target for the city. The target both fosters political will and creates a framework to guide the planning and implementation of measures.

**Milestone 3.** Develop a Local Action Plan. Through a multi-stakeholder process, the city develops a Local Action Plan that describes the policies and measures that the local government will take to reduce greenhouse gas emissions and achieve its emissions reduction target. Most plans include a timeline, a description of financing mechanisms, and an assignment of responsibility to departments and staff. In addition to direct greenhouse gas reduction measures, most plans also incorporate public awareness and education efforts.

**Milestone 4.** Implement policies and measures. The city implements the policies and measures contained in their Local Action Plan. Typical policies and measures implemented by CCP? participants include energy efficiency improvements to municipal buildings and water treatment facilities, streetlight retrofits, public transit improvements, installation of renewable power applications,

Search

Search now



Members

About ICLEI

Members

Publications

Services

News & Events

ICLEI  
worldwide

member login

our members  
benefits

become a  
member  
apply

fee structure

member login

members in  
action

Search

Search now

**Membership fees**

**Full membership dues**

Full Members pay yearly dues based upon:

1. Type of organization (i.e. local government or association);
2. Gross National Income per capita ;
3. Population of the local government.

To determine the annual membership rate for your local government, local authority, or local government association, please refer to the rate tables below.

Example:

If your local government wishes to become a Full Member and:

1. Is from a country with gross national product per capita of \$2,000.00 USD (Group II);
2. has a population of 3,000,000;

the yearly dues payment would be \$1000 USD.

**Full Membership Fee Structure-Local Government**

Municipalities and Local Authorities	Group I Gross National Income per Capita of \$0—745 USD	Group II Gross National Income per Capita of \$746—2,975	Group III Gross National Income per Capita of \$2,976—9,205	Group IV Gross National Income per Capita of over \$9,206
Population				
0 to 50,000	\$100	\$300	\$400	\$600
50,001 to 100,000	\$150	\$350	\$450	\$1,200
100,001 to 200,000	\$200	\$400	\$500	\$1,750
200,001 to 300,000	\$250	\$450	\$550	\$2,250
300,001 to 500,000	\$300	\$500	\$600	\$2,750
500,001 to 750,000	\$350	\$550	\$650	\$3,500
750,001 to 1,000,000	\$400	\$650	\$750	\$4,500
1,000,001 to 2,000,000	\$450	\$750	\$1000	\$5,750
2,000,001 to 4,000,000	\$500	\$1,000	\$2,000	\$7,000

## Benefits of ICLEI Membership

### *Networking & Events*

Networking is one of ICLEI's greatest strengths. ICLEI Members enjoy invitations to exclusive regional, national, and international events as well as direct access and referrals to ICLEI's global network of more than 770 local government Members.

### *Tools & Resources*

Because every local government has unique needs, ICLEI Members have access to password-protected Internet sites that offer the latest information and resources on sustainable development and climate protection—including case studies and best practice reports; ICLEI publications such as Initiatives; customizable presentation materials; templates for press releases, policies, and internship activities; a CCP methodology toolkit; specialized tools for energy management, forestry, land-use planning, and transportation; and additional resources continually in development.

### *Technical Support & Professional Development*

A hallmark of ICLEI is hands-on assistance. A designated ICLEI staff liaison will help local government Members get the support they need, such as training tailored for elected officials and staff on communitywide education, implementation of specific measures, program assistance, media relations, grant seeking, and use of ICLEI's greenhouse gas emissions software that helps quantify and track reductions.

### *Financial Support & Discounts*

In order to help Members find the resources necessary to realize their sustainability projects, ICLEI helps match Members with funding sources, offers Member discounts on ICLEI events, and provides access to grant-seeking resources and funding alerts.

### *Recognition & Awards*

Celebrating progress and success inspires others. Through outreach, media, and public relations efforts, ICLEI Members are recognized for achievements and noteworthy progress such as milestone accomplishments and outstanding efforts made by individuals, communities, and local government Members.

### *Representation*

Members are assured a voice at the table at top-level international meetings through ICLEI's official role as local government representative at the United Nations Framework Convention on Climate Change and as Local Government Major Group Coordinator at the United Nations Commission on Sustainable Development.

# ICLEI

Local  
Governments  
for Sustainability

ICLEI U.S.A., Inc.  
436 14th Street, Suite 1520  
Oakland, CA 94612  
U.S.A.

Phone: +1-510/844-0699  
Fax: +1-510/844-0698  
E-mail: [iclei-usa@iclei.org](mailto:iclei-usa@iclei.org)  
Web: [www.iclei.org/usa](http://www.iclei.org/usa)

U.S. Regional Capacity Centers  
**Northeast RCC**  
Boston, MA

**Pacific Northwest RCC**  
Seattle, WA

**Western States RCC**  
Fort Collins, CO

ICLEI U.S.A. Policy Institute  
Washington, DC

# Frequently Asked Questions: Cities for Climate Protection® Campaign



## *What is ICLEI?*

ICLEI – Local Governments for Sustainability is an international membership association of local governments dedicated to addressing environmental issues through local action.

## *What is the Cities for Climate Protection® Campaign?*

The Cities for Climate Protection® (CCP) Campaign ICLEI's hallmark program that engages cities, towns, and counties in reducing the pollution that causes global warming. The CCP Campaign started in 1993.

## *How many cities, towns, and counties participate?*

More than 190 cities, towns, and counties in the United States—and more than 770 communities worldwide—participate in the CCP Campaign.

## *How does a jurisdiction participate in the CCP Campaign?*

Any city, county, or town can participate in the CCP Campaign by joining ICLEI and adopting a resolution or making an executive proclamation that commits to reducing local emissions that contribute to global warming. The process is not linear and consists of working through five milestones:

1. Conduct a local emissions inventory and forecast of greenhouse gas emissions
2. Adopt an emissions reduction target
3. Draft an action plan to achieve the target
4. Implement the action plan
5. Evaluate, report on progress, and update plans

## *How do jurisdictions benefit from CCP participation?*

- Participating jurisdictions reduce global warming pollution, cut traffic, save tax dollars, clean the air, and improve the quality of life in their communities.
- CCP participants have access to a global network of local governments that act to protect the climate through innovative and proven projects.
- ICLEI provides technical assistance, emissions analysis software, case studies, training workshops, publications, and other learning, networking and recognition opportunities.

Over

ICLEI U.S.A., Inc.  
436 14th Street, Suite 1520  
Oakland, CA 94612  
U.S.A.

Phone: +1-510/844-0699  
Fax: +1-510/844-0698  
E-mail: [iclei-usa@iclei.org](mailto:iclei-usa@iclei.org)  
Web: [www.iclei.org/usa](http://www.iclei.org/usa)

U.S. Regional Capacity Centers  
Northeast RCC

Western States RCC

Northwest RCC

ICLEI U.S.A. Policy Institute  
Washington, DC



# Coolcities

Solving global warming one city at a time

## Greenhouse Gas Inventories and ICLEI's Clean Air and Climate Protection Software

An Introduction

Stephanie Cutts  
August, 14 2007



# Coolcities

Solving global warming one city at a time

## Training Overview

- Importance of GHG inventories
- Components and structure of an inventory
- ICLEI software
  - Inventory analysis
  - Solutions analysis
  - Reports
- Foundation to a Climate Action Plan



# Coolcities

Solving global warming one city at a time

## Why Measure GHGs?

- Establish a baseline against which future inventories can be measured
- Analyze and forecast emissions and growth
- Identify necessary reductions to meet targets
- Analyze the impact of solutions before implementation
- Develop analytical evidence to create political and community support
- Demonstrate and monitor progress towards achieving emission reduction goals



# Coolcities

Solving global warming one city at a time

## What does an inventory include?

Emissions that a municipality is directly producing or indirectly responsible for...

### Greenhouse Gases

- Carbon Dioxide (CO<sub>2</sub>)
- Methane (CH<sub>4</sub>)
- Nitrous Oxide (N<sub>2</sub>O)

Reported in carbon dioxide equivalencies (eCO<sub>2</sub>)

and  
Criteria Air Pollutants

Community Analysis

Community Measures

Government Analysis

Government Measures

## STAPPA/LAPCO and ICLEI'S

# Clean Air and Climate Protection Software

State and Territorial Air Pollution Program Administrators and  
Association of Local Air Pollution Control Officials

International Council for Local Environmental Initiatives



# Coolcities

Solving global warming one city at a time

## Capabilities of the CACP Software

- Create emissions inventory
- Set target for emissions reduction
- Forecast emissions under a "business-as-usual" scenario (i.e. the target year)
- Quantify impact of reduction measures on energy use and cost
- Create custom reports
- Track progress towards meeting targets



# Coolcities

Solving global warming one city at a time

## GHG Inventory- Initial Steps

- Identify emissions sources
- Organize emissions by sectors
- Collect Data
  - Government Data
  - Community Data
- Select base year and complete inventory



# Coolcities

Solving global warming one city at a time

## Organization of Emissions by Sector

### Community

- Residential
- Commercial
- Industrial
- Transportation
- Waste
- Other

### Government

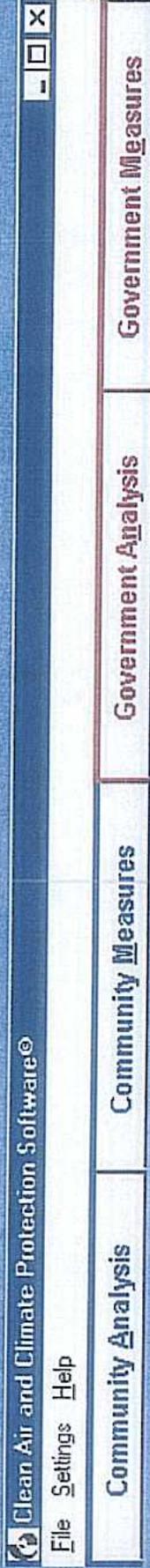
- Buildings
- Vehicle Fleet
- Employee Commute
- Water / Sewage
- Waste
- Streetlights
- Other



# Coolcities

Solving global warming one city at a time

## Organization of Software



– **Community:** The emissions and reduction from the jurisdiction as a whole.

– **Government:** The emissions and reductions associated with the government's owned and controlled operations.

– **Analysis:** Creates an inventory of all emissions sources.

– **Measures:** Allows you to quantify all existing or proposed emissions reduction activities.

Community Analysis for Year 2000

Residential Commercial Industrial Transportation Waste Other

Name of Residential Building or Group

**Evergreen Neighborhood**

Record Center

Insert	Select	Delete
▶	▶	▶▶

Report ? Help

Assistants | Categories | Indicators | Coefficients

Forecast Builder

Fuel Type	Units	Energy Use
Electricity (Grid Average)	(kWh)	100,000,000
Coal	(tons)	0
Light Fuel Oil	(US gal)	0
Natural Gas	(thousand cu ft)	25,000,000
Propane	(US gal)	0
Biomethane	(thousand cu ft)	0
Firewood (Air Dry)	(cords)	0
Solar	(MMBtu)	0
Green Electricity	(kWh)	0

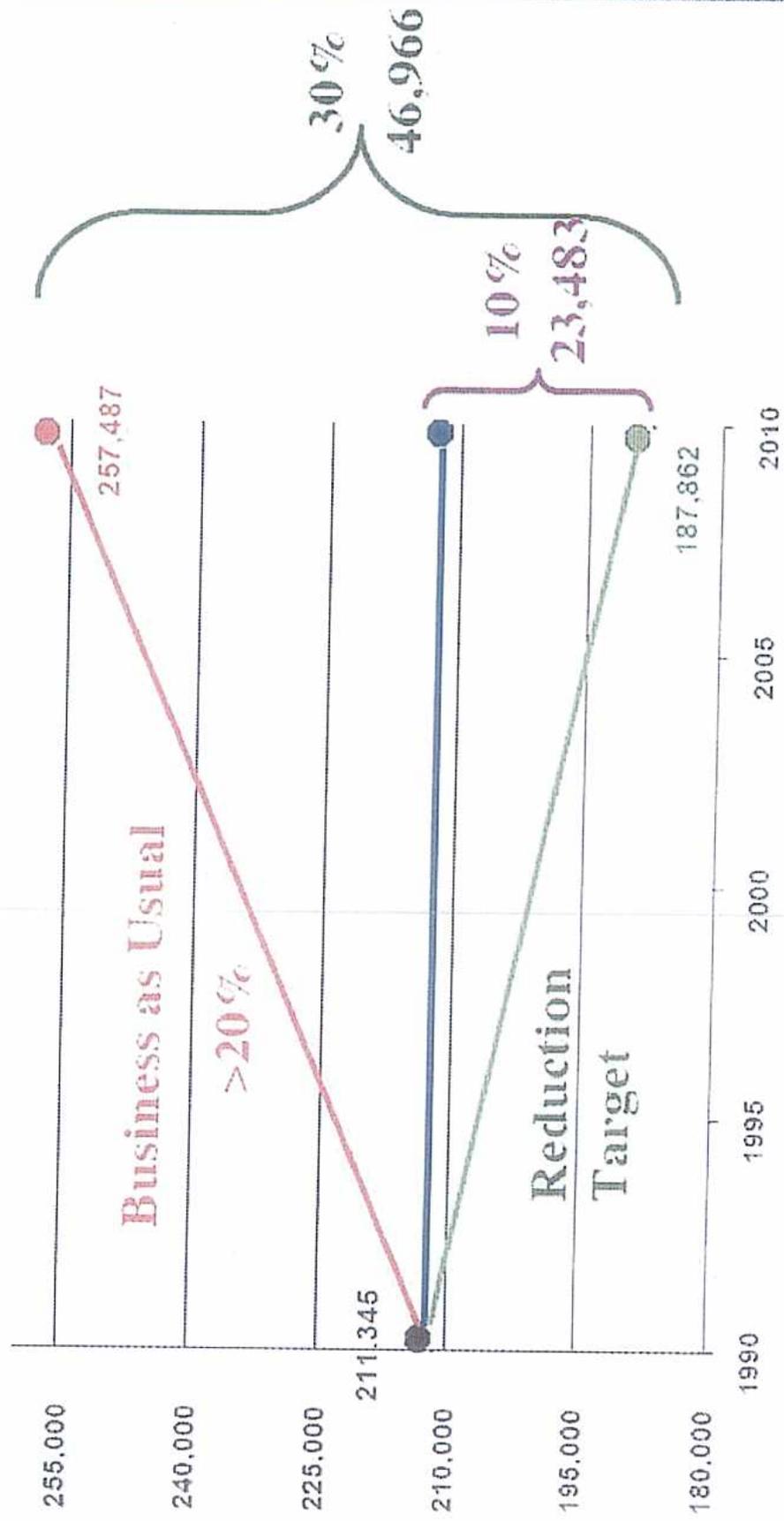
Notes Regarding Residential Building or Group Data

Contacted Bob Roberts at utility for residential electricity usage.

Energy Consumption	(MMBtu)	25,343,996	Equivalent CO <sub>2</sub> Production	(tons)	1,689,794	NOx Production	(lbs)	5,006,276
--------------------	---------	------------	---------------------------------------	--------	-----------	----------------	-------	-----------

Shows here that numbers

# The Action Plan





# Coolcities

Solving global warming one city at a time

## What Is a Climate Action Plan?

Outlines each step toward reducing emissions

- Complete a GHG emissions baseline inventory and forecast
- Set GHG emissions reduction targets and timelines
- Formulate solutions and policies to reduce emissions
- Implement solutions and policies
- Monitor emissions reductions progress periodically and verify results

# Summary Measures Report

## Climate Action Plan Summary Report:

### Sample Community

### Community Greenhouse Gas Emissions Reductions in 2010 Target Year Measures Summary Report

Measures Summary	Eqv CO <sub>2</sub> (tonnes)	Eqv CO <sub>2</sub> (%)	Energy (GJ)	Energy Cost Savings (\$)
Residential Sector	370,529	21.9	3,934,500	28,049,875
Commercial Sector	605,537	35.8	8,692,000	45,000,000
Industrial Sector	191,270	11.3	900,000	17,500,000
Transportation Sector	326,366	19.3	4,789,619	76,000,767
Waste Sector	156,000	11.7		3,000,000

Total	1,651,702	100.0		
<i>Local Action Plan</i>				
Base Year Emissions	6,129,896	(tonnes)		
Target Year Emissions Forecast	1,279,120			
Target Emissions Level	4,000,000			
Emissions Reductions Required to Meet Target	2,275,245			

#### Measures Summaries compare:

- the base year emissions,
- predicted emissions,
- target emissions level.

With the impact of the actions taken.

# Sample Measures Screen

X
Government Measures [Target Year 2010]

Buildings | Vehicle Fleet | Employees | Commuter | Streets/Lights | Water/Sewage | Waste | Other

Measure Type Record Controls

Energy Efficiency: Lamp and Ballast

Measure Name

Yumbstone Efficient Street Light Program

Measure Description, Notes and Assumptions

Retire the City's streetlights with incandescent lamps, and replace existing traffic signals with LEDs

Affected Energy Source

Grid Electricity

Grid Average

Grid Marginal

Fuel and Electricity Averages

Specific Technologies

Energy Reduction (kWh)

2,200,000.0

(\$ per kWh)

0.1

Implementation Cost (\$)

500,000

Year Implemented

2003

Location

Implementation Data

Coefficients

Report

Calculator

Help

Insert

Select

Delete

Equivalent CO<sub>2</sub> Reduction (tons)

1,103

Savings

220,000

NOx Reduction (\$)

2,141

Ramp-In Schedule

1/1



# Coolcities

Solving global warming one city at a time

## Measuring Solutions - Emissions Reduction Measures

- Quantifies emissions reductions from existing and proposed solutions
- Calculates energy and cost savings of solutions
- Calculates simple payback periods
- Demonstrates progress solutions are making toward community's reduction goals

# Summary Inventory Report

7/27/2007

Page 1

## Anytown Community Greenhouse Gas Emissions in 2000 Summary Report

	Equity CO <sub>2</sub> (tocs)	Equity CO <sub>2</sub> (%)	Energy (MMBtu)
<b>Residential</b>			
Anytown, AnyState	1,689,794	12.9	25,843,956
<b>Subtotal</b>	1,689,794	12.9	25,843,956
<b>Commercial</b>			
Anytown, AnyState	570,502	4.3	1,705,485
<b>Subtotal</b>	570,502	4.3	1,705,485
<b>Transportation</b>			
Anytown, AnyState	10,887,313	82.8	126,405,952
<b>Subtotal</b>	10,887,313	82.8	126,405,952
<b>Waste</b>			
Anytown, AnyState	73	0.0	
<b>Subtotal</b>	73	0.0	
<b>Total</b>	13,148,081	100.0	153,956,433



# Coolcities

Solving global warming one city at a time

For more information:

Visit Cool Cities at [www.coolcities.us](http://www.coolcities.us)

Or contact

Cool Cities Policy Analyst – Stephanie Cutts

Email: [stephanie.cutts@sierraclub.org](mailto:stephanie.cutts@sierraclub.org)

Phone: 202-675-7915

## APPLICATION FOR FULL MEMBERSHIP

**1 PROVIDE THE FOLLOWING GENERAL INFORMATION ABOUT YOUR LOCAL GOVERNMENT OR ASSOCIATION.**

Official Name \_\_\_\_\_  
 Official Name (in English) \_\_\_\_\_  
 Land/State/Province \_\_\_\_\_  
 Country \_\_\_\_\_  
 Population \_\_\_\_\_  
 Budget (in US dollars) \_\_\_\_\_  
 Website \_\_\_\_\_

**2 PROVIDE THE NAME OF THE MAYOR, MUNICIPAL LEADER OR HEAD OF YOUR LOCAL GOVERNMENT OR ASSOCIATION.**

Name of Municipal Leader \_\_\_\_\_  
 Title \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 City \_\_\_\_\_  
 Province/State \_\_\_\_\_ Country \_\_\_\_\_ Postal Code \_\_\_\_\_  
 Phone \_\_\_\_\_ Fax \_\_\_\_\_  
 Email \_\_\_\_\_  
 Date Last Elected \_\_\_\_\_ Length of Term \_\_\_\_\_

**3 DESIGNATE A COUNCILLOR OR OTHER POLITICAL LEADER IN YOUR MUNICIPAL GOVERNMENT TO SERVE AS YOUR PRIMARY POLITICAL CONTACT FOR ICLEI. IDEALLY THIS PERSON SHOULD HAVE A PORTFOLIO OR INTEREST IN SUSTAINABLE DEVELOPMENT AND/OR THE ENVIRONMENT.**

Municipal Leader is designee?  Yes  No (if no, then please complete the following)

Name of Political Contact \_\_\_\_\_  
 Title \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 City \_\_\_\_\_  
 Province/State \_\_\_\_\_ Country \_\_\_\_\_ Postal Code \_\_\_\_\_  
 Phone \_\_\_\_\_ Fax \_\_\_\_\_  
 Email \_\_\_\_\_  
 Date Last Elected \_\_\_\_\_ Length of Term \_\_\_\_\_

4 DESIGNATE A STAFF PERSON IN YOUR MUNICIPAL GOVERNMENT TO SERVE AS YOUR MUNICIPALITY'S PRIMARY CONTACT FOR ICLEI. THIS PERSON SHOULD HAVE A GOOD OVERVIEW OF SUSTAINABILITY AND/OR ENVIRONMENTAL ACTIVITIES IN YOUR MUNICIPALITY, SHOULD HAVE A COORDINATING FUNCTION IN THE FIELD OF SUSTAINABLE DEVELOPMENT AND/OR THE ENVIRONMENT, AND BE A LONG-TERM MUNICIPAL EMPLOYEE.

Name of Staff Contact \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
City \_\_\_\_\_  
Province/State \_\_\_\_\_ Country \_\_\_\_\_ Postal Code \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Email \_\_\_\_\_

5 WHICH OF THE ABOVE CONTACTS (POLITICAL OR STAFF) SHOULD BE THE KEY LIAISON WITH ICLEI FOR ISSUES RELATED TO VOTING ON COUNCIL MATTERS AND PAYING FUTURE COUNCIL FEES MEMBERSHIP FEES?

Political  Staff

6 LIST ANY OTHER LOCAL GOVERNMENT ASSOCIATIONS OF WHICH YOUR MUNICIPALITY IS A MEMBER.

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

7 LIST ANY MUNICIPALITIES THAT ARE TWIN OR SISTER CITIES WITH YOUR LOCAL GOVERNMENT.

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

8 HOW, IN GENERAL, COULD ICLEI BEST HELP YOUR MUNICIPALITY WITH ITS SUSTAINABILITY PROBLEMS?

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

9 PROVIDE THE NAME OF THE PERSON COMPLETING THIS FORM.

Name of Person Completing Form \_\_\_\_\_  
Title \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

10 COMPLETE THE FOLLOWING OFFICIAL INFORMATION.

Date and Signature \_\_\_\_\_  
\_\_\_\_\_

Stamp of Municipality \_\_\_\_\_

Upon receipt of membership fees, your municipality will be considered a full ICLEI Member. Council Members are governed by the ICLEI Charter. For a copy please contact ICLEI by email ([iclei@iclei.org](mailto:iclei@iclei.org)) or fax (+1-416/392-1478).

PLEASE FORWARD YOUR COMPLETED FORM TO:

ICLEI—Local Governments for Sustainability  
World Secretariat  
City Hall, West Tower, 16th Floor  
Toronto, Ontario, M5H 2N2, Canada  
Phone: +1-416/392-1462; Fax: +1-416/392-1478  
Email: [iclei@iclei.org](mailto:iclei@iclei.org)

Council Agenda Item **#WS2**

There are no attachments for this Item.

**OFFICIAL ACTIONS OF SPECIAL MEETING AND WORK SESSION  
OF THE CITY COUNCIL**

March 23, 2009  
6:30 P.M.-Town Hall  
Addison Conference Centre  
15650 Addison Road  
Addison, TX 75001

Present: Mayor Chow, Councilmembers Braun, Daseke, Hirsch, Lay, Mellow and Niemann

Absent: None

Item #S1 - Discussion regarding branding for the Town of Addison.

Jim Krause of jimbobkrause, LLC, led the discussion regarding branding for the Town of Addison.

There was no action taken.

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

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

Attest:

\_\_\_\_\_  
City Secretary-Lea Dunn

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

March 24, 2009  
6:00 P.M. – Town Hall  
5300 Belt Line Road  
Upstairs Conference Room

Council Members Present:

Mayor Chow, Councilmembers Braun, Daseke, Hirsch, Lay, Mellow and Niemann

Absent:       None

Work Session

Item #WS1 - Presentation and discussion regarding repairs to the Addison Airport Bulk Fuel and Storage Dispensing Facility.

Chris Terry introduced Steve Joiner who made the presentation and led the discussion regarding the repairs to the Addison Airport Bulk Fuel and Storage Dispensing Facility.

There was no action taken.

Item #WS2 -Presentation and discussion regarding new Elevated Storage Tank.

Nancy Cline introduced Jessica Brown with Freise & Nichols, Joe Willix with SWG Energy and Brad Goldberg, who made the presentation and led the discussion regarding new Elevated Storage Tank.

There was no action taken.

---

Mayor-Joe Chow

Attest:

---

City Secretary-Lea Dunn

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

March 24, 2009  
7:30 P.M. – Town Hall  
5300 Belt Line Road  
Council Chambers

Present: Mayor Chow, Councilmembers Braun, Daseke, Hirsch, Lay, Mellow and Niemann

Absent: None

Regular Session

Item #R1 - Consideration of Old Business.

The following employees were introduced to the Council: Sheryl Donihoo with the Information Technology Department and James Reinhardt with the Police Department.

Item #R2 - Consent Agenda.

#2a - Approval of the Minutes for:

March 10, 2009, Regular City Council Meeting and Work Session

Councilmember Niemann moved to approve the Minutes for the March 10, 2009, Regular City Council Meeting and Work Session

Councilmember Braun seconded. Motion carried.

Voting Aye: Chow, Braun, Daseke, Hirsch, Lay, Mellow and Niemann

Voting Nay: None

Absent: None

Item #R3 - Appointment of a Member to the Planning and Zoning Commission.

Councilmember Braun moved to appoint Chris DeFrancisco to the Planning and Zoning Commission.

Councilmember Hirsch seconded. Motion carried.

Voting Aye: Chow, Braun, Daseke, Hirsch, Lay, Mellow and Niemann

Voting Nay: None  
Absent: None

Mayor Chow recognized Molly Bandali who is a fourth grade student at Greenhill School in Addison. Ms. Bandali spoke to Council about the Town's policy regarding smoking in restaurants and introduced her Dad, Ken Bandali.

There was no action taken.

Item #R4 - No Item / Intentionally Left Blank.

City Manager Ron Whitehead advised the applicant had asked to postpone this Item until the April 14, 2009, City Council Meeting.

There was no action taken.

Item #R5 - Presentation, discussion and Public Hearing regarding proposed management agreements for Addison Airport.

Mayor Chow opened the meeting as a Public Hearing. The following residents spoke:

Bob Jacoby, 4016 Rive Lane  
Bill Perry, 3837 Azure Lane

Mayor Chow closed the meeting as a Public Hearing.

At the request of a citizen, attached is a summary of the airport management discussion.

Councilmember Niemann led the discussion regarding proposed management agreements for Addison Airport.

There was no action taken.

Item #R6 - Presentation, discussion and consideration of approval of a resolution authorizing and approving the making of certain repairs to the Addison Airport Bulk Fuel and Storage Dispensing Facility and approving a contract with Bassco Services, Inc., to make and perform the repairs and authorizing the City Manager to execute the same on behalf of the Town.

Councilmember Mellow moved to approve Resolution R09-007 authorizing and approving the making of certain repairs to the Addison Airport Bulk Fuel and Storage Dispensing Facility and approving a contract with Bassco Services, Inc., to make and perform the repairs and authorizing the City Manager to execute the same on behalf of the Town, to notify the design engineer and construction company and to put the surety company on notice.

Councilmember Lay seconded. Motion carried.

Voting Aye: Chow, Braun, Daseke, Hirsch, Lay, Mellow and Niemann  
Voting Nay: None  
Absent: None

Item #R7 - Presentation to the Department of Financial & Strategic Services of the award of the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting for the fiscal year ended September 30, 2007.

Mayor Chow presented the award of the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting for the fiscal year ended September 30, 2007, to the Department of Financial & Strategic Services.

Item #R8 - Presentation, discussion and consideration of approval to authorize the City Manager to release the 2008 Comprehensive Annual Financial Report.

Councilmember Niemann moved to approve to authorize the City Manager to release the 2008 Comprehensive Annual Financial Report.

Councilmember Mellow seconded. Motion carried.

Voting Aye: Chow, Braun, Daseke, Hirsch, Lay, Mellow and Niemann  
Voting Nay: None  
Absent: None

Item #R9 - Presentation and discussion of the Addison Athletic Club outdoor pool guest policy and fees.

Randy Rogers gave the presentation and led the discussion of the Addison Athletic Club outdoor pool guest policy and fees.

There was no action taken.

Item #R10 - Presentation, discussion and consideration of approval of a resolution approving a mutual aid agreement between the Town and the cities of Carrollton and Farmers Branch creating the Tri-Cities Police Consortium for the purpose of sharing both physical and human resources.

Councilmember Mellow moved to approve Resolution R09-008 approving a mutual aid agreement between the Town and the cities of Carrollton and Farmers Branch creating the Tri-Cities Police Consortium for the purpose of sharing both physical and human resources.

Councilmember Lay seconded. Motion carried.

Voting Aye: Chow, Braun, Daseke, Hirsch, Lay, Mellow and Niemann  
Voting Nay: None  
Absent: None

Item #R11 - Presentation, discussion and consideration of approval of a resolution that authorizes the Town to designate representatives that can transact business with the TexPool local government investment pool.

Councilmember Niemann moved to approve Resolution R09-009 that authorizes the Town to designate representatives that can transact business with the TexPool local government investment pool.

Councilmember Braun seconded. Motion carried.

Voting Aye: Chow, Braun, Daseke, Hirsch, Lay, Mellow and Niemann  
Voting Nay: None  
Absent: None

Item #R12 - Presentation, discussion and consideration of approval to enter into an Agreement with RD&F Advertising to produce the bi-monthly newsletter extending the term of the agreement with RD&F Advertising for one additional year.

Councilmember Niemann moved to approve an Agreement with RD&F Advertising to produce the bi-monthly newsletter extending the term of the agreement with RD&F Advertising for one additional year.

Councilmember Daseke seconded. Motion carried.

Voting Aye: Chow, Braun, Daseke, Hirsch, Lay, Mellow and Niemann  
Voting Nay: None  
Absent: None

Councilmember Braun recused himself for Item #R13 and left Council Chambers. He did not participate in the discussion or vote.

Item #R13 - Presentation, discussion and consideration of approval of a Supplemental Agreement to the Agreement for Professional Service with Icon Consulting Engineers, Inc., in an amount not to exceed \$107,550.00, for additional professional services on the Vitruvian Park Phase 1 Infrastructure project.

Councilmember Daseke moved to approve a Supplemental Agreement to the Agreement for Professional Service with Icon Consulting Engineers, Inc., in an amount not to exceed \$107,550.00, for additional professional services on the Vitruvian Park Phase 1 Infrastructure project.

Councilmember Hirsch seconded. Motion carried.

Voting Aye: Chow, Daseke, Hirsch, Lay, Mellow and Niemann  
Voting Nay: None  
Absent: None  
Abstained: Braun

Councilmember Braun returned to Chambers.

At 9:05 P.M., Mayor Chow announced that Council would convene into Executive Session to discuss the following Items:

Item #ES1 - Closed (executive) session of the Addison City Council, pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with its attorney(s) on a matter in which the duty of the attorney(s) to the governmental body (City Council) under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code, regarding and relating to the Agreement for the Operation and Management of Addison Airport, as amended, between the Town of Addison and Washington Staubach Addison Airport Venture.

The Council came out of Executive Session at 10:42 P.M.

Item #R14 - Discussion and consideration of approval of any action regarding and/or relating to the Agreement for the Operation and Management of Addison Airport, as amended, between the Town and Washington Staubach Addison Airport Venture.

Councilmember Niemann moved to direct the City Manager to solicit information from Washington Staubach Addison Airport Venture (WSAAV) regarding the ownership and relationship of The Staubach Company to WSAAV; if, upon information received from WSAAV, the City Manager determines that the relationship of The Staubach Company to WSAAV is not in accordance with the Agreement for the Operation and Management of the Airport, the City Manager is authorized to issue to WSAAV a notice of default and directed to initiate steps to solicit proposals for the operation of the Airport and to take other action as discussed in the closed session.

Councilmember Mellow seconded. Motion passed.

Voting Aye: Chow, Braun, Daseke, Hirsch, Lay, Mellow and Niemann  
Voting Nay: None  
Absent: None

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

---

Mayor-Joe Chow

Attest:

---

City Secretary-Lea Dunn

## **Attachment**

### **Council Agenda Item: #R5**

#### **SUMMARY:**

Since the Town gave “Notice to Terminate” to our Addison Airport management joint-venture partnership of Washington-URS/Staubach (WSAAV) in September 2006, the Town has been in various stages of discussion and negotiation with WSAAV to amend and ultimately develop new and separate management contracts for the real estate and operations functions. It was in fact at the request of WSAAV in a letter dated 12/12/08 that the joint venture parties asked the Town to negotiate separate agreements with each of the two joint venture partners.

Councilman Jimmy Niemann and Town staff have been aggressively working over the last several months to bring these negotiations to conclusion and present the City Council with potential contracts for its consideration. Our negotiating team was close to coming to an agreement with one of the WSAAV parties when unfortunately we reached an impasse with the other entity last week resulting in a halt to further conversations with both.

Following an update to the City Council on our process to date there will be a Public Hearing.

#### **FINANCIAL IMPACT:**

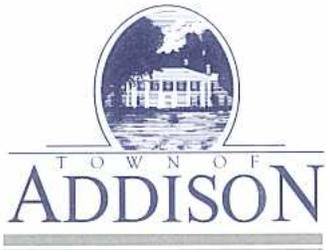
N/A

#### **STAFF RECOMMENDATION:**

Suspend negotiations and reevaluate the Town’s options.

**ITEM #R3**

There are no attachments for this Item.



#R4

**POLICE DEPARTMENT**

Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-7100

March 27, 2009

Dear Honorable Mayor Chow:

Across the nation in times of intense personal crisis and community-wide disasters, the first access point for those seeking all classes of emergency services and homeland security information is 9-1-1. The local and county public safety communications centers that receive these calls have emerged as the first and single point of contact for persons seeking immediate relief during an emergency.

The Addison Communications Center is celebrating the second full week of April (April 12-18, 2009) as National Public Safety Telecommunications Week. This week, sponsored by the Association of Public-Safety Communications Officials (APCO) International and celebrated annually, honors the thousands of men and women who respond to emergency calls, dispatch emergency professionals and equipment, and render life saving assistance to the citizens of the United States. We are enlisting your support in the form of a Proclamation to honor these men and women in our area for the work that they do everyday to protect the citizens of the Town of Addison, Dallas County, Texas.

The importance of recognizing and celebrating the hard work of these dedicated professionals at every level is immeasurable. We are confident you will stand behind the commitment and devotion these men and women provide to ensure the safety and security of the Town of Addison citizens. I have enclosed a proposed message for your signature.

Thank you for your attention to this matter and I look forward to your reply.

Respectfully,

Ron Davis  
Chief of Police

# Proclamation

*be it proclaimed by the Mayor*

## Town of Addison

**WHEREAS,** Emergencies can occur at anytime that require police, fire or emergency medical services; and

**WHEREAS,** When an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

**WHEREAS,** The safety of our police officers and firefighters is dependant upon the quality and accuracy of information obtained from citizens who telephone the Addison police-fire communications center; and

**WHEREAS,** Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

**WHEREAS,** Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and insuring their safety; and

**WHEREAS,** Public Safety Telecommunicators of the Addison police-fire communications center have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

**WHEREAS,** Each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

**NOW, THEREFORE, I, Joe Chow,** Mayor of the Town of Addison, and on behalf of the Addison City Council, do hereby declare *the week of April 12 through 18, 2009* to be **National Public-Safety Telecommunications Week**, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

Dutifully executed this day, March 30, 2009, by



  
\_\_\_\_\_  
Mayor  
Town of Addison  
State of Texas

**ITEM #R5**

There are no attachments for this Item.

**ITEM #R6**

There are no attachments for this Item.

**ITEM #R7**

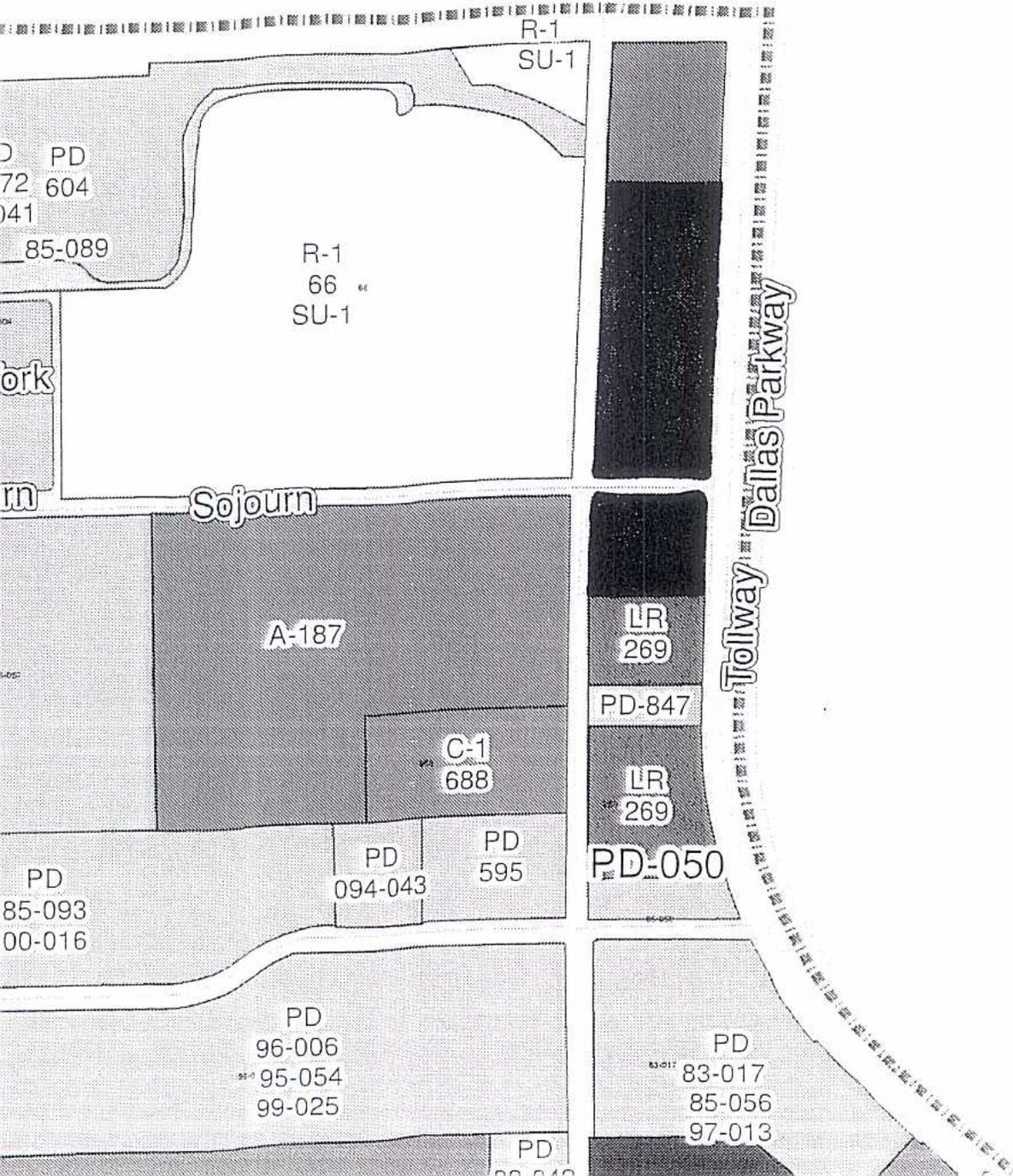
Please see attachment for #WS1.

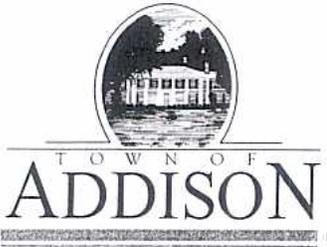
**ITEM #R8**

**No Item / Intentionally Left Blank.**

# 1574-Z

**PUBLIC HEARING** Case 1574-Z/Methodist Hospital for Special Surgery.  
Requesting approval of a change of zoning from LR to Planned Development, an amendment to an existing Planned Development District (#829), approval of a Special Use Permit for a hospital and medical office buildings, and approval of development plans, located on approximately 8 acres at the northwest and southwest corners of the intersection of Sojourn Drive and Dallas Parkway, on application from Advanta Medical, represented by Mr. Michael Crowe of Boka Powell Architects.





**DEVELOPMENT SERVICES**

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

16801 Westgrove

Post Office Box 9010 Addison, Texas 75001-9010

February 20, 2009

**STAFF REPORT**

**RE:** Case 1574-Z/Methodist Hospital  
For Special Surgery

**LOCATION:** Approximately 8 acres at the  
Northwest and southwest corners  
of Sojourn Drive and Dallas Parkway

**REQUEST:** Approval of an ordinance approving a  
Change of zoning from LR to Planned  
Development, an amendment to an  
existing Planned Development District  
(#829), approval of a Special Use  
Permit for a hospital and medical office  
buildings, and approval of  
development plans

**APPLICANT:** Advanta Medical, represented by Mr.  
Michael Crowe of Boka Powell  
Architects

**DISCUSSION:**

Background. In November of 2008, the City Council approved a Special Use Permit for a hospital on an 11-acre site at the southwest corner of the intersection of Dallas Parkway and Excel Parkway. The applicant for that request was Nueterra Real Estate, which was planning to develop the hospital in conjunction with a group of 20 spine surgeons and the Methodist Hospital group. After the rezoning was approved, Nueterra Real Estate was not able to secure funding to carry the project forward and withdrew as the developer. At that point, Advanta Medical then stepped into the development role that Nueterra had held, and began working with the group of surgeons and Methodist Hospital to move forward with the hospital development. The group could not come to terms with the owner of the land at Dallas Parkway and Excel Parkway, and began looking for another site. The group selected a site further north on the Parkway, but still in Addison.

Proposed Plan. The site that has been selected by the three-group partnership is located at the northwest and southwest corners of Addison Road and Sojourn Drive. The project is planned to extend to both the north and south sides of Sojourn Drive, with all buildings located on the north side, and a parking garage located on the south side of Sojourn.

The property currently carries two different zoning classifications. The property north of Sojourn Drive is zoned Local Retail (29 feet height limit with retail, restaurant, and office uses allowed), and the property south of Sojourn Drive is zoned Planned Development through Ordinance #829, which provided for a 5-story (58 feet in height) office building.

In Addison, a hospital requires a Special Use Permit in any zoning district. Therefore, the zoning request requires a series of zoning actions. The property on the north side of Sojourn Drive requires a rezoning to a Planned Development district to accommodate a building height above 29 feet. Next, the property on the south side of Sojourn Drive requires an amendment to the existing PD zoning in order to provide for revised development plans. Then a Special Use Permit must be approved for the hospital, and lastly, the development plans for the hospital need to be approved.

As in the first development proposal, this hospital complex will develop in phases. The first phase is planned to be a 4-story, 44-bed surgery hospital with a small emergency room. The developers are working very carefully to master plan the site so that it can be developed by phases, and the long range plan envisions two hospital buildings containing 250-300-beds, two Medical Office Buildings, and a multi-story parking structure on the south side of Sojourn Drive. The staff has been working with the architects and engineers to make sure the layout of the driveway openings and fire lanes for the first phase will accommodate eventual development of the entire site. The applicant has submitted plans for both the first phase and the eventual total build-out. The goal at this point is to reflect the fully-developed hospital in the development plans, but the development will occur in phases, and there is not a definite time schedule as to when the phases will develop.

Phase I Plan. The Phase I plan reflects a 44-bed hospital. The first floor of the hospital would contain the lobby, offices, emergency room, and support facilities. The second floor would contain five operating rooms, and the third floor would contain the patient rooms. It is possible that the construction of the first medical office building will follow closely after the first hospital building. The first medical office building would contain approximately 100,000 square feet and be built out as standard office space.

Facades. The facades materials are still under design. The applicant has committed that they will be composed of pre-cast concrete panels and glass, or brick and glass. There is almost 50% glass on the facades because patient rooms, by state code, require a percentage of glass for each patient room. The building will be commercial quality, steel and concrete construction.

Building heights. The plans call for the eventual development of a 7-story hospital as the tallest building on the site. However, through the development process, heights can change. In the future, a taller building might allow for a reduced building footprint, which would allow for more green space on the site. Staff recommends that height be limited to the maximum building height allowed by the FAA. This was the same condition imposed on the request at the original location. It is also a standard height limit for properties abutting Dallas Parkway, as the Parkway is the Town's highest-density corridor.

Setbacks. In a Planned Development District, the applicant can propose any distance as a setback. This development intends to adhere to the standard setback requirement contained in the Commercial-1 zoning district. The standard Commercial-1 setback is 25-feet from public rights-of-way for the first six stories of height, with increased height allowed at a 1:2 ratio (one foot of additional setback gains 2 feet of additional height). The required setback contained in the Commercial-1 zoning district is zero (0) feet from the side and rear property lines. This site is unique in that it has streets on three sides of each tract; therefore, there is not an actual rear yard. The plans indicate the proposed setbacks at 25-feet from all street frontages (Dallas Parkway, Addison Road, and Sojourn Drive) and 10 feet from the north and south property lines. Even though the setbacks shown for the hospital exceed the 25-foot requirement, the staff feels that 25-feet is an appropriate requirement and allows for some flexibility in the future.

Traffic. This site is directly across the street from Trinity Christian Academy (TCA). The staff has visited with the staff at TCA, and the staff members have expressed concern about the additional traffic this development will bring to Addison Road. The school does not have any bus service, or any children who walk to the school. All children arrive by car and are either dropped off by a parent or drive themselves.

The Town has worked with TCA through the years to accommodate the traffic that brings kids to the school. Several years ago, the Police Department and school worked together to institute a car pooling. Cars enter the site at two points. Left turns are allowed into the site at the north drive, which leads to the high school. Trinity Christian pays a Police officer to stop traffic and allow left-hand turns into the northern drive in the mornings and afternoons.

The staff visited with the Police Department about how the traffic on the Trinity campus is working. The Police Department staff described the morning traffic at TCA as beginning at 7:45 a.m. and running till 8:30 a.m., with peak traffic being between 7:45 and 7:55 a.m. The staff member said the only complaint the Department hears about the traffic is that sometimes the car pool drivers queue up past the drive from the Bent Tree Child Care center and do not let those drivers exit the site onto Addison Road. The staff member indicated that the afternoon traffic was not as compressed into a time frame as the morning traffic. Generally traffic was heavier between 3:15 p.m. and 4:00 p.m., and there were no problems with the afternoon traffic.

The staff discussed the traffic patterns for the hospital and possible medical office building with the applicant. The applicant indicated the traffic for the medical office buildings will begin at 6:00 a.m., as doctors and their staffs like to see the first round of patients early in the morning. Traffic for the medical office building should be on the wane by 7:30 a.m. and continue at a steady rate through the day as patients come and go. The afternoon traffic is more staggered, as doctors leave the office earlier in the day to go to the hospital.

For the hospital, the traffic peak is in the evenings and on weekends when family members and friends are visiting patients. The staffing for the Phase I hospital is estimated to be about 100 persons at the staffing peak. However, a hospital is a 24-hour operation with employees constantly rotating on and off-shift. It does not experience a morning or afternoon peak for employee traffic. The staff believes that the hospital is a compatible traffic use to the school because it experiences different peaks for traffic. The hospital will be busier on the weekends and evenings, when the school traffic is light.

The hospital and medical office building are both designed off of Dallas Parkway. However, the staff believes there may be some overlap between the medical office building traffic and the Trinity Christian Academy traffic in the mornings. The staff recommends a traffic analysis be conducted by the applicant's engineer in order to study the peak volume traffic flow into the site from the Addison Road side. After the results of the study are examined, the staff may recommend some driveways into the project from Addison Road shared with adjacent owners or eliminated.

The thoroughfare plan calls for the ultimate widening of Addison Road. The widening will not add lanes to the street, but provide for a center median. However, the project is not scheduled, funded, or designed. It is in the Town's thoroughfare plan to add the median and property owners all up and down Addison Road have been dedicating right-of-way for the project. Trinity Christian Academy has already dedicated eleven (11) feet off of its street frontage. When the street is widened to add the median, TCA will lose the parking spaces it currently has against its east property line. The staff does not believe that the first phase of the hospital project will necessitate widening the street. However, there may be a point in the future when the widening needs to occur and the median needs to be added. The staff recommends that an additional traffic analysis be made prior to the development of future phases in order to assess at what point the medians are needed.

Parking. The Town does not have a parking requirement for a hospital. Various types of hospitals require different amounts of parking; therefore, the staff asked the applicant's architects to propose a parking requirement for the hospital they had found workable in other similar developments. The Town does have a parking requirement for a medical office building, and that ratio is one space per 200 square feet. A medical office building of over 50,000 square feet can figure the parking requirement on the net usable square footage as opposed to the gross square footage. This office building is proposed to be 100,000 square feet, but staff cannot determine, at this point, what the

useable square footage number will be. However, in a phased project such as this one, parking in Phase I can be accommodated on the unused land.

Engineering. The Public Works Department has reviewed the plans and has several comments. The staff discussion of the comments is shown in *italics*.

1. A Traffic Impact Analysis is required for this development.

*Although the site is designed to load from the Tollway side, the staff wants to make sure the driveways along the Addison Road frontage will work.*

2. The Town of Addison intends to improve Addison Road to a divided section in the future. It is anticipated that the median openings would be located at the driveway labeled "Main ED Access" and the entrance to the Upper School at Trinity Christian Academy along Addison Road. The remaining driveways along Addison Road are not anticipated to receive a median break.
3. The location of the northern driveway that is designated to receive a median break shall be realigned to align with the entrance to the Upper School at Trinity Christian Academy along Addison Road or will not be permitted. Failure to align the driveways could allow drivers to drive in a direction contrary to the direction of travel in order to reach their destination.

*The staff believes there is the possibility of working with the owners on the Two Rows site to consolidate driveways between this property and the Two Rows property. Staff will meet with both owners to explore that possibility.*

4. An eleven (11) foot right-of-way dedication is required along Addison Road.

*The dedication is currently reflected on the development plans.*

5. A four (4) foot right-of-way dedication is required for both sides of Sojourn.

*The dedication is currently reflected on the development plans.*

6. Right-of-Way dedications for right turn lanes are required at the following locations:

- Northbound Addison Road at eastbound Sojourn.
- Southbound Dallas Parkway at westbound Sojourn.
- Westbound Sojourn at northbound Addison Road.

*These dedications are currently reflected on the development plans.*

7. The Transportation Plan prohibits driveways from being located within a right turn lane. The following driveways would be located in the right turn lane:
  - The southernmost driveway on Dallas Parkway is located in the right turn

lane for southbound Dallas Parkway to westbound Sojourn. The developer has addressed this by adding an additional lane to the service road. However, the Traffic Impact Analysis needs to address the feasibility of this solution.

- The driveway on the north side of Sojourn is in the right turn lane for westbound Sojourn at northbound Addison Road.
8. The separation between the driveway labeled “ED/Service Access” and the driveway labeled “ED Access” along Addison Road does not meet the minimum requirements of the Transportation Plan. The minimum requirement is 200 feet.
  9. The separation between the inbound and outbound driveways on Dallas Parkway does not meet the minimum requirements of the Transportation Plan. The minimum requirement is 200 feet.
  10. A License Agreement is required for the structure over Sojourn Drive.

*The Town has a standard form that can be used for license agreements.*

11. A preliminary analysis of the downstream storm sewer systems indicate that the existing system is not capable of conveying additional storm water runoff from this area. Therefore, the Dallas Spine Hospital shall be designed so that the existing peak discharge is not increased.

*This expense must be covered by the applicant.*

12. According to the 1996 Wastewater Collection System Report, the downstream sanitary sewer is currently over capacity. The addition of this development plan will place an additional burden on the existing over capacity sanitary sewer main. An upgrade of the sanitary sewer main is recommended.

*This upgrade of the sanitary sewer system is typically at the Town's expense.*

Landscaping and Screening. The Parks Department has reviewed the proposed landscaping plan, and while it is a concept plan at this point, it generally complies with the Landscape Regulations. The Director did ask that the applicant submit a revised plan that shows the total percentage of landscaping for each Phase of the project, and for the Master Plan to confirm that the site will have 20 percent landscaping when partially and fully developed.

When the staff met with the Trinity Christian Academy staff, a concern was expressed over the appearance of the rear, or service side of the hospital. The rear of the hospital will face the front of Trinity Christian Academy, and the TCA staff's concern is valid. The Town's staff believes the service and storage areas should be screened from the Addison Road frontage with a masonry screening wall and landscaping. The staff recommends the wall be at least six (6) feet in height and constructed of cut-faced

concrete masonry units (CMU) or brick. The wall shall be of a sufficient length to screen all loading and storage areas. The wall shall be provided in addition to the row of trees shown against the Addison Road frontage. However, the screening shrubs shown can be omitted. From the staff's perspective, the shrubs will not provide immediate screening and must be maintained on an on-going basis. A masonry wall will provide immediate and permanent screening.

In addition, the transformers, mechanical equipment, dumpsters, and other equipment will have to be screened from the public right-of-way. The staff will work with the applicant on the design and location of the on-site screening.

Fire. The Fire Department has reviewed the fire lanes and finds them acceptable. The Deputy Fire Chief provided a marked-up plan for the applicant indicating required fire lanes. Fire hydrants are not shown on the submittal, but hydrants will be required at 300-foot intervals along fire lanes in approved locations, with at least one hydrant within 50 feet of the Fire Department connection to the fire sprinkler system.

Sustainability. The Town is currently looking at a sustainability program for new development. Although there are no requirements in place at this time, the staff talked to the project architects about what level of LEED certification the building might be able to achieve. The architects indicated they did not expect to go through the LEED certification process because of the expense involved. However, because of the stringent construction standards required for a hospital, the architects expect the building to be LEED "certifiable."

## **RECOMMENDATION:**

As was expressed in November when the first site for the hospital was approved, the Town is very excited to have a hospital in the Town. Addison does not currently have a hospital within its boundaries, and at present, its EMS ambulances transport accident victims to either RHD Hospital in Farmers Branch, Baylor Plano or Presbyterian Plano. While the emergency room will not be a Trauma I unit, it will have sufficient capacity to handle the minor emergencies that we often encounter with traffic accidents, and will be much closer for our residents who need emergency services.

The staff understands that this is a long-range plan, and that many of the details have yet to be worked out. However, the staff is comfortable that the Phase I plan can be accommodated on the site with surface parking. The future phases shown can be accommodated on the site with the parking garages provided. However, the staff believes there will likely be some revisions to the plan before all additional phases are added. Those revisions would have to return to the Town for approval as amendments to the approved development plans.

The staff still believes that a hospital would be a good "catalyst" use to have in the city, and that it could encourage other medical uses and facilities to move into the area. In addition, the Town knows that a hospital will require a employees at all levels of salary

and expertise, and the Town is eager to provide housing, retail stores, and restaurants to those new employees.

Staff recommends approval of a change of zoning from Local Retail to Planned Development, an amendment to an existing Planned Development District (#829), approval of a Special Use Permit for a hospital and medical office buildings, and approval of development plans, subject to the following conditions:

Setbacks on the property shall be as follows:

-a minimum of twenty-five (25) feet from all public rights-of-way for all hospital buildings, medical office buildings, and parking structures,

-a minimum of twenty-five (25) feet from all interior property lines for all hospital buildings and medical office buildings,

-a minimum of ten (10) feet from all interior property lines for all parking structures, with a 10-foot landscape buffer to be provided at all interior property lines.

-Maximum height allowed for all structures on the property shall not exceed the maximum height allowed by the Federal Aviation Administration for buildings at this location.

-The developer shall submit a checklist showing the "green" elements to be included in the building design and operation that will reduce energy consumption.

-The property shall be replatted, and the plat shall reflect an eleven (11) foot right-of-way dedication along Addison Road and a four (4) foot right-of-way dedication on the north and south sides of Sojourn Drive, and right-of-way dedications for right turn lanes at the following locations:

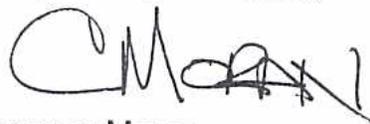
- Northbound Addison Road at eastbound Sojourn.
- Southbound Dallas Parkway at westbound Sojourn.
- Westbound Sojourn at northbound Addison Road.

-All driveway locations must be justified by a traffic impact analysis, prepared by the applicant's engineer, and all driveways and deceleration lanes must be approved by the Public Works Department.

-The applicant shall enter into a license agreement with the Town for an encroachment into the public right-of-way prior to the construction of the pedestrian bridge over Sojourn.

- The project shall be designed so that the existing peak discharge is not increased.
- This site must be designed to handle off-site stormwater that is presently flowing across the site.
- The applicant shall submit a revised plan that shows the total percentage of landscaping for each Phase of the project, and for the Master Plan to confirm that the site will have 20 percent landscaping when partially and fully developed.
- The applicant shall construct a screening wall of at least six (6) feet in height and constructed of cut-faced concrete masonry units (CMU) or brick. The wall shall be of a sufficient length to screen all loading and storage areas. The wall shall be provided in addition to the row of trees shown against the Addison Road frontage.
- All mechanical equipment, both in the rear and on the top of the buildings, shall be screened from public right-of-way and all adjacent properties.
- Fire hydrants must be installed at 300-foot intervals along fire lanes in approved locations.

Respectfully submitted,

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

Carmen Moran  
Director of Development Services

## COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on February 26, 2009, voted to recommend approval of a change of zoning from Local Retail to Planned Development, an amendment to an existing Planned Development District (#829), approval of a Special Use Permit for a hospital and medical office buildings, and approval of development plans, subject to the following conditions:

Development plan approval applies only to Phase I of the project. All future phases shall go through a separate development plan approval process, which shall include a traffic analysis for each subsequent phase.

Setbacks on the property shall be as follows:

-a minimum of twenty-five (25) feet from all public rights-of-way for all hospital buildings, medical office buildings, and parking structures,

-a minimum of twenty-five (25) feet from all interior property lines for all hospital buildings and medical office buildings,

-a minimum of ten (10) feet from all interior property lines for all parking structures, with a 10-foot landscape buffer to be provided at all interior property lines.

-Maximum height allowed for all structures on the property shall not exceed the maximum height allowed by the Federal Aviation Administration for buildings at this location.

-The developer shall submit a checklist showing the "green" elements to be included in the building design and operation that will reduce energy consumption.

-The property shall be replatted, and the plat shall reflect an eleven (11) foot right-of-way dedication along Addison Road and a four (4) foot right-of-way dedication on the north and south sides of Sojourn Drive, and right-of-way dedications for right turn lanes at the following locations:

- Northbound Addison Road at eastbound Sojourn.
- Southbound Dallas Parkway at westbound Sojourn.
- Westbound Sojourn at northbound Addison Road.

-All driveway locations must be justified by a traffic impact analysis, prepared by the applicant's engineer, and all driveways and deceleration lanes must be approved by the Public Works Department.

-The applicant shall enter into a license agreement with the Town for an encroachment into the public right-of-way prior to the construction of the pedestrian bridge over Sojourn.

-The project shall be designed so that the existing peak discharge is not increased.

-This site must be designed to handle off-site stormwater that is presently flowing across the site.

-The applicant shall submit a revised plan that shows the total percentage of landscaping for each Phase of the project, and for the Master Plan to confirm that the site will have 20 percent landscaping when partially and fully developed.

-The applicant shall construct a screening wall of at least six (6) feet in height and constructed of cut-faced concrete masonry units (CMU) or brick. The wall shall be of a sufficient length to screen all loading and storage areas. The wall shall be provided in addition to the row of trees shown against the Addison Road frontage.

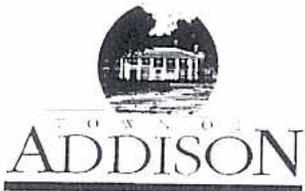
-All mechanical equipment, both in the rear and on the top of the buildings, shall be screened from public right-of-way and all adjacent properties.

-Fire hydrants must be installed at 300-foot intervals along fire lanes in approved locations.

Voting Aye: Bernstein, Doherty, Gaines, Hewitt, Jandura, Wood

Voting Nay: none

Absent: none, one seat vacant.



# Memorandum

**To:** Carmen Moran  
**CC:** Nancy Cline  
**From:** Clay Barnett  
**Date:** 2/20/2009  
**Re:** Development Plan Review for Dallas Spine Hospital

1. A Traffic Impact Analysis is required for this development.
2. The Town of Addison intends to improve Addison Road to a divided section in the future. It is anticipated that the median openings would be located at the driveway labeled "Main ED Access" and the entrance to the Upper School at Trinity Christian Academy along Addison Road. The remaining driveways along Addison Road are not anticipated to receive a median break.
3. The location of the northern driveway that is designated to receive a median break shall be realigned to align with the entrance to the Upper School at Trinity Christian Academy along Addison Road or will not be permitted. Failure to align the driveways could allow drivers to drive in a direction contrary to the direction of travel in order to reach their destination.
4. An eleven (11) foot right-of-way dedication is required along Addison Road.
5. A four (4) foot right-of-way dedication is required for both sides of Sojourn.
6. Right-of-Way dedications for right turn lanes are required at the following locations:
  - a. Northbound Addison Road at eastbound Sojourn.
  - b. Southbound Dallas Parkway at westbound Sojourn.
  - c. Westbound Sojourn at northbound Addison Road.
7. The Transportation Plan prohibits driveways from being located within a right turn lane. The following driveways would be located in the right turn lane:
  - a. The southernmost driveway on Dallas Parkway is located in the right turn lane for southbound Dallas Parkway to westbound Sojourn. The developer has addressed this by adding an additional lane to the service road. However, the Traffic Impact Analysis needs to address the feasibility of this solution.
  - b. The driveway on the north side of Sojourn is in the right turn lane for westbound Sojourn at northbound Addison Road.
8. The separation between the driveway labeled "ED/Service Access" and the driveway labeled "ED Access" along Addison Road does not meet the minimum requirements of the Transportation Plan. The minimum requirement is 200 feet.
9. The separation between the inbound and outbound driveways on Dallas Parkway does not meet the minimum requirements of the Transportation Plan. The minimum requirement is 200 feet.
10. A License Agreement is required for the structure over Sojourn Drive.
11. A preliminary analysis of the downstream storm sewer systems indicate that the existing system is not capable of conveying additional storm water runoff from this area. Therefore, the Dallas Spine Hospital shall be designed so that the existing peak discharge is not increased.
12. According to the 1996 Wastewater Collection System Report, the downstream sanitary sewer is currently over capacity. The addition of this development plan will place an additional burden on the existing over capacity sanitary sewer main. An upgrade of the sanitary sewer main is recommended.

## Memorandum

Date: February 17, 2009  
To: Carmen Moran, Director of Development Services  
From: Slade Strickland, Director of Parks and Recreation  
Subject: **Case 1574-Methodist Hospital for Special Surgery**

The conceptual landscape plan submitted by the applicant complies with the Landscape Regulations. The applicant needs to submit a revised plan that shows the total percentage of landscaping for Phases Ia, Phase Ib and for the Master Plan to confirm that the site will have 20 percent landscaping when partially and fully developed.

# Memorandum

**To:** Carmen Moran, Director of Development Services  
**From:** Gordon C. Robbins, Deputy Fire Chief  
**Date:** Wednesday, February 04, 2009  
**Re:** Hospital site plan Phase 1A



---

Emergency access appears to be acceptable. Fire lanes should be marked as shown in red on the submittal.

Fire hydrants are not shown on the plan. They are required at 300-foot intervals along fire lanes in mutually agreeable locations to be determined. One hydrant must be within 50-feet of the Fire Dept. connection to the fire sprinkler system.

Thank you.

GCR



*Office of the Headmaster*

17001 Addison Road  
Addison, TX 75001  
972.931.8325, ext. 2902  
www.trinitychristian.org

*Educating and Developing the Whole Person for the Glory of God*

#R9

Via Hand Delivery

February 26, 2009

Ms. Carmen Moran  
Director of Development Services  
Town of Addison  
P.O. Box 9010  
Addison, TX 75001

Re: Case No: 1574-2/Methodist Hospital for Special Surgery

Dear Ms. Moran:

Pursuant to the above referenced zoning case and article XX, changes and amendments, section 4, paragraph (A), Trinity Christian Academy (TCA) hereby protests the zoning change contemplated by the applicant, Advanta Medical. We make such protest without prejudice and are doing so only to preserve our legal rights. As previously stated in meetings with Advanta and Town of Addison representatives, TCA looks forward to the opportunity to work with all parties to resolve safety and security issues.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "David J. Delph".

David J. Delph  
Headmaster

A handwritten signature in black ink, appearing to read "Scott Dennis".

Scott Dennis  
Chairman of the Board of Trustees

TOWN OF ADDISON, TEXAS

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN OF ADDISON, THE SAME BEING APPENDIX-A ZONING OF THE TOWN'S CODE OF ORDINANCES, BY (I)(A) CHANGING THE ZONING CLASSIFICATION ON AN APPROXIMATELY 7.389 ACRE TRACT OF LAND LOCATED WITHIN THE TOWN OF ADDISON (THE SAID TRACT OF LAND BEING BOUNDED ON THE NORTH BY A TRACT OF LAND ON WHICH A RESTAURANT (TWO ROWS) IS LOCATED, ON THE EAST BY THE DALLAS PARKWAY, ON THE SOUTH BY SOJOURN DRIVE, AND ON THE WEST BY ADDISON ROAD (AND WHICH TRACT OF LAND IS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO)) FROM LR LOCAL RETAIL DISTRICT TO PLANNED DEVELOPMENT DISTRICT FOR HOSPITAL (AND INCLUDING A SPECIAL USE PERMIT FOR HOSPITAL USE), MEDICAL OFFICE, OFFICE, PARKING, AND RELATED USES, AND (B) PROVIDING THAT DEVELOPMENT AND USE OF THE SAID APPROXIMATELY 7.389 ACRE TRACT OF LAND SHALL BE IN ACCORDANCE WITH THE DEVELOPMENT PLAN FOR THE TRACT ATTACHED HERETO, THE USE REGULATIONS AND DEVELOPMENT CONDITIONS SET FORTH HEREIN, AND ALL TERMS, CONDITIONS AND PROVISIONS OF THIS ORDINANCE, THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN, AND ALL APPLICABLE LAWS, STATUTES, ORDINANCES, RULES, REGULATIONS, CODES, AND STANDARDS OF THE TOWN AND ANY OTHER GOVERNMENTAL ENTITY OR AUTHORITY; (II)(A) AMENDING ORDINANCE NO. 829 OF THE TOWN, WHICH ORDINANCE ZONED AN APPROXIMATELY 2.410 ACRE TRACT OF LAND LOCATED WITHIN THE TOWN (THE SAID APPROXIMATELY 2.410 ACRE TRACT OF LAND BEING BOUNDED ON THE NORTH BY SOJOURN ROD, ON THE EAST BY THE DALLAS PARKWAY, ON THE SOUTH BY \_\_\_\_\_, AND ON THE WEST BY ADDISON ROAD (AND WHICH TRACT OF LAND IS MORE PARTICULARLY DESCRIBED IN EXHIBIT "D" ATTACHED HERETO)), BY AMENDING THE USES AND DEVELOPMENT STANDARDS AND CONDITIONS CONTAINED THEREIN TO PROVIDE FOR HOSPITAL (AND INCLUDING A SPECIAL USE PERMIT FOR HOSPITAL USE), MEDICAL OFFICE, OFFICE, PARKING, AND RELATED USES, AND (B) PROVIDING THAT DEVELOPMENT AND USE OF THE SAID APPROXIMATELY 2.410 ACRE TRACT OF LAND SHALL BE IN ACCORDANCE WITH THE DEVELOPMENT PLAN FOR THE TRACT ATTACHED HERETO, THE USE REGULATIONS AND DEVELOPMENT CONDITIONS SET FORTH HEREIN, AND ALL TERMS, CONDITIONS AND PROVISIONS OF THIS ORDINANCE, THE COMPREHENSIVE ZONING ORDINANCE

**OF THE TOWN, AND ALL APPLICABLE LAWS, STATUTES, ORDINANCES, RULES, REGULATIONS, CODES, AND STANDARDS OF THE TOWN AND ANY OTHER GOVERNMENTAL ENTITY OR AUTHORITY; PROVIDING THAT THE OFFICIAL ZONING MAP; SHALL BE AMENDED TO REFLECT THE CHANGES HEREIN MADE; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND AND NO/100 (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING A SAVING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, a tract of land located within the Town of Addison, Texas (the "City"), containing approximately 7.389 acres of land (the said tract of land being referred to herein as "Tract I") (Tract I being generally bounded on the north by a tract of land on which a restaurant is located (Two Rows), on the east by the Dallas Parkway, on the south by Sojourn Drive, and on the west by Addison Road, and is further described in Exhibit A attached hereto and incorporated herein for all purposes), is zoned LR Local Retail District; and

**WHEREAS**, a tract of land located within the City, containing approximately 2.410 acres of land (the said tract being herein referred to as "Tract II") (Tract II being generally bounded on the north by Sojourn Drive, on the east by the Dallas Parkway, on the south by \_\_\_\_\_, and on the west by Addison Road, and is further described in Exhibit D attached hereto and incorporated herein for all purposes), is zoned Planned Development District pursuant to Ordinance No. 829 of the City ("Ordinance No. 829"); and

**WHEREAS**, the owner of Tract I and Tract II (collectively, the "Property") filed an application with the Planning and Zoning Commission of the City requesting a change in zoning of Tract I to Planned Development District and a change in and amendment to the Planned Development District provisions included within Ordinance No. 829, and a corresponding amendment to the official Zoning Map of the City, in accordance with City's comprehensive Zoning Ordinance, the same being Appendix A-Zoning of the City's Code of Ordinances (the "Zoning Ordinance"), and proposes to develop and build a hospital, medical offices, offices, and related uses (including, without limitation, parking) in phases on the Property under a unified plan; and

**WHEREAS**, the City Planning and Zoning Commission and the City Council, in accordance with State law and the ordinances of the City, have given the required notices and have held the required public hearings regarding the rezoning of Tract I, and the change in and amendment to the zoning provisions set forth in Ordinance No. 829 as to Tract II, as hereinafter described; and

**WHEREAS**, after public notices were given in compliance with State law and public hearings were conducted, and after considering the information submitted at the said public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City recommended to the City Council the rezoning of Tract I, and the amendments to and changes in Ordinance No. 829 as to Tract II, as set forth in this Ordinance; and

**WHEREAS**, after due deliberations and consideration of the recommendation of the Planning and Zoning Commission and the information and other materials received at the public hearing conducted by the City Council, the City Council has concluded that the adoption of this Ordinance is in the best interests of the City and of the public health, safety and welfare.

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

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

Section 2. Amendments. The Comprehensive Zoning Ordinance of the Town of Addison, Texas, the same being Appendix A – Zoning of the Code of Ordinances of the City (the "Zoning Ordinance"), is hereby amended as follows:

A. Tract I.

1. *Change in Zoning*. The zoning on that tract of land described in Exhibit A attached hereto and incorporated herein for all purposes (the said tract of land being generally bounded on the north by a tract of land on which a restaurant is located (Two Rows), on the east by the Dallas Parkway, on the south by Sojourn Drive, and on the west by Addison Road) (the said tract of land being referred to in this Ordinance as "Tract I") shall be and is hereby changed:

- (a) from LR Local Retail District to Planned Development District; and
- (b) by authorizing and granting by this Ordinance a special use permit for hospital on and within Tract I,

all in accordance with and subject to the requirements of this Ordinance (including all exhibits referenced herein, each of which is incorporated herein for all purposes), all applicable parts of the City's Zoning Ordinance, and all other applicable laws, ordinances, rules, regulations, codes and standards of the City and any other applicable governmental entity, agency, or authority.

2. *Development, Occupancy, and Use*. Tract I may be developed, occupied, and used only in accordance with the terms and conditions of this Ordinance and all exhibits attached hereto (all of which are incorporated herein and made a part hereof for all purposes), all applicable parts of the City's Zoning Ordinance, and all other applicable laws, ordinances, rules, regulations, codes and standards of the City (and as the same may be hereafter amended or superseded) and any other applicable governmental entity, agency, or authority, and including (without limitations) the following:

- (a) Tract I is to be developed in phases. By this Ordinance, Tract I may only be used and developed in accordance with and as reflected in that development plan for Tract I which is attached hereto as Exhibit B and incorporated herein for all purposes (the "Phase I Development Plan").
- (b) No additional or further use or development of Tract I is or shall be permitted unless and until a development plan in accordance with the ordinances, rules, codes,

standards, and regulations of the City (including, without limitation, Article XV of the Zoning Ordinance) for such further use or development has been submitted to the City and has been approved by the City in accordance with the process and procedures for a change in zoning (accordingly, public notice and a public hearing before each of the City's Planning and Zoning Commission and the City Council shall be required). In connection with any such future or further development and phases of Tract I and without limiting any provision of this Ordinance, a traffic study and analysis shall be submitted with each proposed development plan. Any further or future development plan for Tract I shall be subject to and in accordance with Exhibit C attached hereto and incorporated herein, and with such other conditions, standards or requirements as the City may establish in connection with the City's review and consideration of approval thereof.

(c) For purposes of the development of Tract I and in connection with the issuance of a permit for such development, each phase of development of Tract I, and each portion of the development of Tract I as reflected in a development plan for that portion, constitutes a separate and distinct project for which a permit may be required.

3. *Permitted Uses.* Tract I may be used and occupied only for the following uses:

Hospital  
Medical and other offices  
Parking (including, without limitation, surface parking and a below grade parking structure)

4. *Development Standards and Conditions.* Use and development of Tract I shall comply with and be subject to the following standards, regulations and conditions:

(a) Area Regulations.

(i) All buildings and structures shall be set back from any public right-of-way a minimum of twenty-five (25) feet.

(ii) All buildings (save and except parking structures) shall be set back from all property lines which are interior to Tract I a minimum of twenty-five (25) feet.

(iii) All parking structures shall be set back from all property lines which are interior to Tract I a minimum of ten (10) feet; and a ten (10) foot landscape buffer shall be required at all property lines which are interior to Tract I.

(b) Height Regulations. Maximum height for all buildings, structures, or other improvements on or within Tract I shall not exceed the maximum height allowed by the Federal Aviation Administration for Tract I.

(c) Sustainable Elements. In connection with an application for a building permit for Tract I, the applicant shall submit a checklist for City consideration and approval which shows the sustainable or "green" elements to be included in the building design and operation that will reduce energy consumption.

(d) Replatting. Tract I shall be replatted in accordance with the ordinances, rules, and regulations of the City. Such replat shall show and include, among other things, the dedication to the City of (i) eleven (11) feet of right-of-way along Addison Road, (ii) four (4) feet of right-of-way along the north side of Sojourn Drive, (iii) right turn lanes at (A) southbound Dallas Parkway at westbound Sojourn Drive, and (B) westbound Sojourn Drive at northbound Addison Road, and (iv) a fifteen (15) foot utility easement along the north common property line with the tract on which a restaurant is located (Two Rows).

(e) Driveways. All driveway locations must be justified by a traffic impact analysis prepared by a qualified engineer retained by the owner of Tract I, all driveways and deceleration lanes must be approved by the City's Department of Public Works.

(f) Storm water. Development, construction and use of Tract I shall adequately control storm water (drainage) so that there is no additional or further off-site drainage from Tract I than that which exists prior to any development or construction thereon and which is satisfactory to the City.

(g) Landscaping. Landscaping on Tract I shall be in accordance with Exhibit B and with all ordinances, rules, codes, standards and regulations of the City (and including any amendments or modifications thereto). For each phase of development of Tract I, the owner shall submit to the City for its consideration of approval a revised landscaping plan that shows the total percentage of landscaping for each such phase and the total percentage of landscaping for the development of all phases of Tract I and Tract II (which landscaping plan shall show and confirm that Tract I and Tract II shall have twenty percent (20%) landscaping when partially and fully developed).

(h) Screening Wall. In connection and simultaneously with the initial development and construction of Tract I, the owner of Tract I shall construct a screening wall at least six (6) feet (but no greater than eight (8) feet) in height. Such screening wall shall be of cut-faced concrete masonry units (CMU) or brick. The screening wall shall be of a sufficient length to screen all loading and storage areas. The screening wall shall be provided in addition to the row of trees shown against the Addison Road frontage in Exhibit B.

(i) Additional Screening. All mechanical equipment located on or within Tract I (whether in the rear of any building or structure, on top of any building or structure, or otherwise) shall be screened from public right-of-way and all adjacent properties.

(j) Fire Hydrants. All fire hydrants shall be installed by the owner of Tract I at 300-foot intervals along fire lanes in locations approved by the City.

B. Tract II.

1. *Amendment to Ordinance No. 829; Change in Zoning*. Ordinance No. 829 of the City, which zoned and provided certain regulations, standards, and conditions for that tract of land described in Exhibit D attached hereto and incorporated herein for all purposes (the said tract of land being generally bounded on the north by Sojourn Drive, on the east by the Dallas Parkway, on the south by \_\_\_\_\_, and on the west by Addison Road) (the

said tract of land being referred to in this Ordinance as "Tract II") shall be and is hereby changed and amended by:

- (a) amending and changing the permitted uses identified in Section 2 of Ordinance No. 829 to read as set forth in subsection B.3. of this Section 2 this Ordinance, below;
- (b) amending and changing the conditions set forth in Section 3 of Ordinance No. 829 to read as set forth in subsection B.4. of this Section 2 of this Ordinance; and
- (c) by authorizing and granting by this Ordinance a special use permit for hospital on and within Tract II;

all in accordance with and subject to the requirements of this Ordinance (including all exhibits referenced herein, each of which is incorporated herein for all purposes), all applicable parts of the City's Zoning Ordinance, and all other applicable laws, ordinances, rules, regulations, codes and standards of the City and any other applicable governmental entity, agency, or authority.

2. *Development, Occupancy, and Use.* Tract II may be developed, occupied, and used only in accordance with the terms and conditions of this Ordinance and all exhibits attached hereto (all of which are incorporated herein and made a part hereof for all purposes), all applicable parts of the City's Zoning Ordinance, and all other applicable laws, ordinances, rules, regulations, codes and standards of the City (and as the same may be hereafter amended or superseded) and any other applicable governmental entity, agency, or authority, and including (without limitations) the following:

(a) Tract II is to be developed in phases and in connection with the development of Tract I. The first phase of development of Tract I, as described above and as shown in the Phase I Development Plan, does not include the development or construction of Tract II. Accordingly, by this Ordinance, Tract II may and shall not be developed unless and until a development plan in accordance with the ordinances, rules, codes, standards, and regulations of the City (including, without limitation, Article XV of the Zoning Ordinance) for the use and/or development of Tract II has been submitted to the City and has been approved by the City in accordance with the process and procedures for a change in zoning (accordingly, public notice and a public hearing before each of the City's Planning and Zoning Commission and the City Council shall be required). Any future development plan for Tract II shall be subject to and in accordance with Exhibit C attached hereto and incorporated herein, and with such other conditions, standards or requirements as the City may establish in connection with the City's review and consideration of approval thereof.

(b) For purposes of the development of Tract II and in connection with the issuance of a permit for such development, each phase of development of Tract II, and each portion of the development of Tract II as reflected in a development plan for that portion, constitutes a separate and distinct project for which a permit may be required.

3. *Permitted Uses.* Tract II may be used and occupied only for the following uses:

Hospital  
Medical and other offices

Parking (including, without limitation, a parking garage)

4. *Development Standards and Conditions.* Use and development of Tract II shall comply with and be subject to the following standards, regulations and conditions:

(a) Area Regulations.

(i) All buildings and structures shall be set back from any public right-of-way a minimum of twenty-five (25) feet.

(ii) All buildings (save and except parking structures) shall be set back from all property lines which are interior to Tract I a minimum of twenty-five (25) feet.

(iii) All parking structures shall be set back from all property lines which are interior to Tract II a minimum of ten (10) feet; and a ten (10) foot landscape buffer shall be required at all property lines which are interior to Tract II.

(b) Height Regulations. Maximum height for all buildings, structures, or other improvements on or within Tract II shall not exceed the maximum height allowed by the Federal Aviation Administration for Tract II.

(c) Sustainable Elements. In connection with an application for a building permit for Tract II, the applicant shall submit a checklist for City consideration and approval which shows the sustainable or "green" elements to be included in the building design and operation that will reduce energy consumption.

(d) Replating. Tract II shall be replatted in accordance with the ordinances, rules, and regulations of the City. Such replat shall show and include, among other things, the dedication to the City of (i) eleven (11) feet of right-of-way along Addison Road, (ii) four (4) feet of right-of-way along the south side of Sojourn Drive, and (iii) a right turn lane at northbound Addison Road at eastbound Sojourn Drive.

(e) Driveways. All driveway locations must be justified by a traffic impact analysis prepared by a qualified engineer retained by the owner of Tract II, and deceleration lanes must be approved by the City's Department of Public Works.

(f) Storm water. Development, construction and use of Tract II shall adequately control storm water (drainage) so that there is no additional or further off-site drainage from Tract II than that which exists prior to any development or construction thereon and which is satisfactory to the City.

(g) Landscaping. Landscaping on Tract II shall be in accordance with all ordinances, rules, codes, standards and regulations of the City (and including any amendments or modifications thereto). For each phase of development of Tract II, the owner shall submit to the City for its consideration of approval a revised landscaping plan that shows the total percentage of landscaping for each such phase and the total percentage of landscaping for the development of all phases of Tract I and Tract II (which landscaping

plan shall show and confirm that Tract I and Tract II shall have twenty percent (20%) landscaping when partially and fully developed).

(j) Screening Wall. A screening wall or walls may be required in connection with the consideration of approval by the City of any development plan for Tract II. A screening wall shall be of cut-faced concrete masonry units (CMU) or brick. The screening wall shall be of a sufficient length to screen all loading and storage areas.

(k) Additional Screening. All mechanical equipment located on or within Tract II (whether in the rear of any building or structure, on top of any building or structure, or otherwise) shall be screened from public right-of-way and all adjacent properties.

(l) Fire Hydrants. All fire hydrants shall be installed by the owner of Tract II at 300-foot intervals along fire lanes in locations approved by the City.

Section 3. Building Permits, Certificates of Occupancy. No building permit or certificate of occupancy for any use on or in the Property shall be issued until there has been full compliance with this Ordinance and all other ordinances, rules, and regulations of the City.

Section 4. Zoning map. The official Zoning Map of the City shall be modified to reflect the zoning change herein made, as appropriate.

Section 5. Purpose. The amendment to zoning herein made has been made in accordance with the comprehensive plan of the City for the purpose of promoting the health, safety and welfare of the community, and with consideration of the reasonable suitability for the particular use and with a view of conserving the value of the buildings and encouraging the most appropriate use of land within the community.

Section 6. No Other Amendment; Savings. Except for the amendment and change made herein, the PD Ordinance is not otherwise amended hereby, and all other provisions thereof shall remain in full force and effect. This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance.

Section 7. Penalty. It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount not more than Two Thousand Dollars (\$2,000.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

Section 8. Severability. The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid, void, unlawful or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity,

voidness, unlawfulness or unconstitutionality, which remaining portions shall remain in full force and effect.

Section 9. Effective date. This Ordinance shall become effective from and after its passage and approval and after publication as provided by law.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this \_\_\_ day of \_\_\_\_\_, 2009.

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

ATTEST:

By: \_\_\_\_\_  
Lea Dunn, City Secretary

APPROVED AS TO FORM:

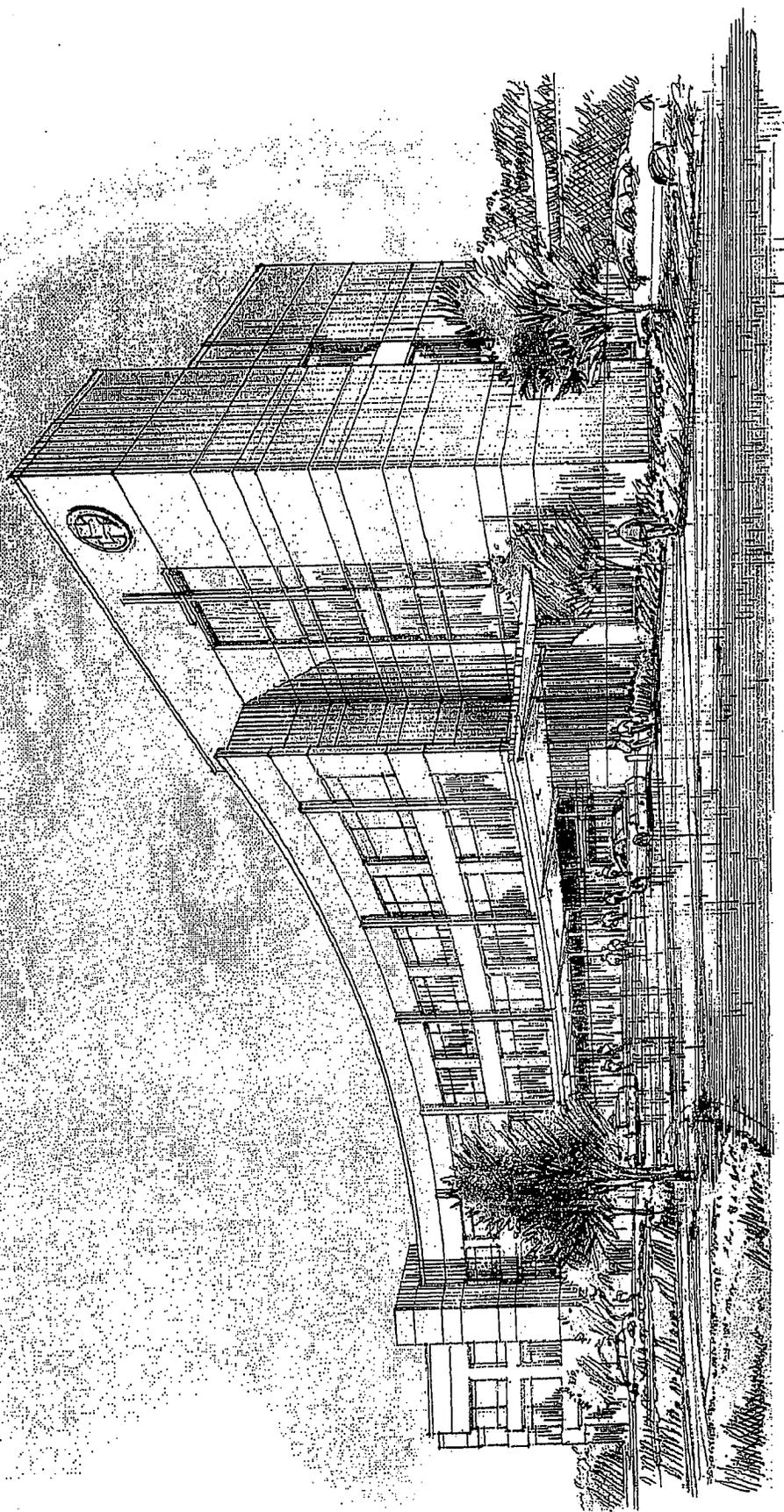
By: \_\_\_\_\_  
John Hill, City Attorney

**EXHIBIT A**

*[attach legal description for Tract I]*

**EXHIBIT B**





METHODIST HOSPITAL FOR SPECIAL SURGERY

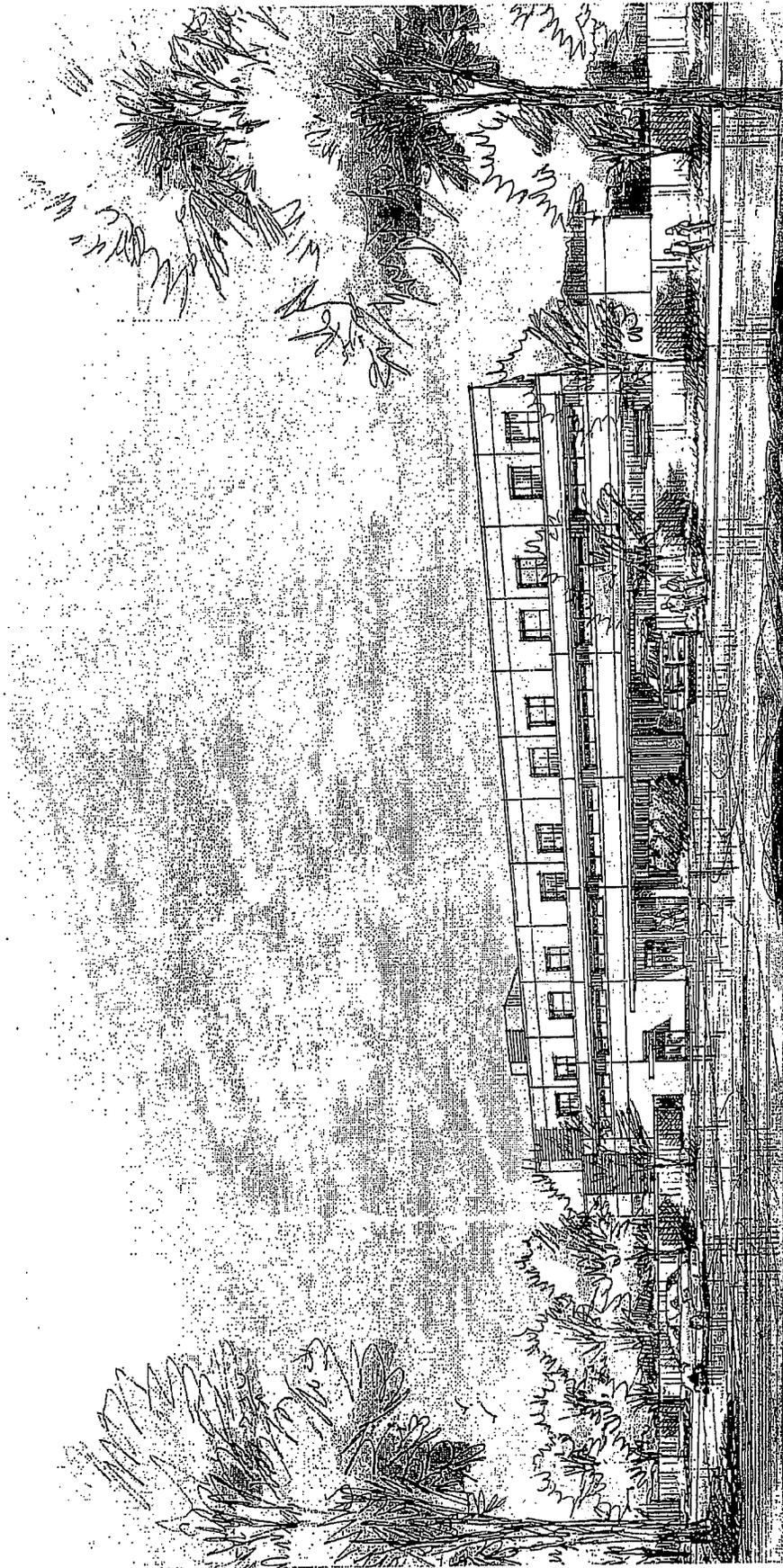
Ground Floor Plan  
2.12.2009

REVISED: 12.11.09  
REVISED: 12.11.09  
REVISED: 12.11.09



Rogers-O'Brien Construction



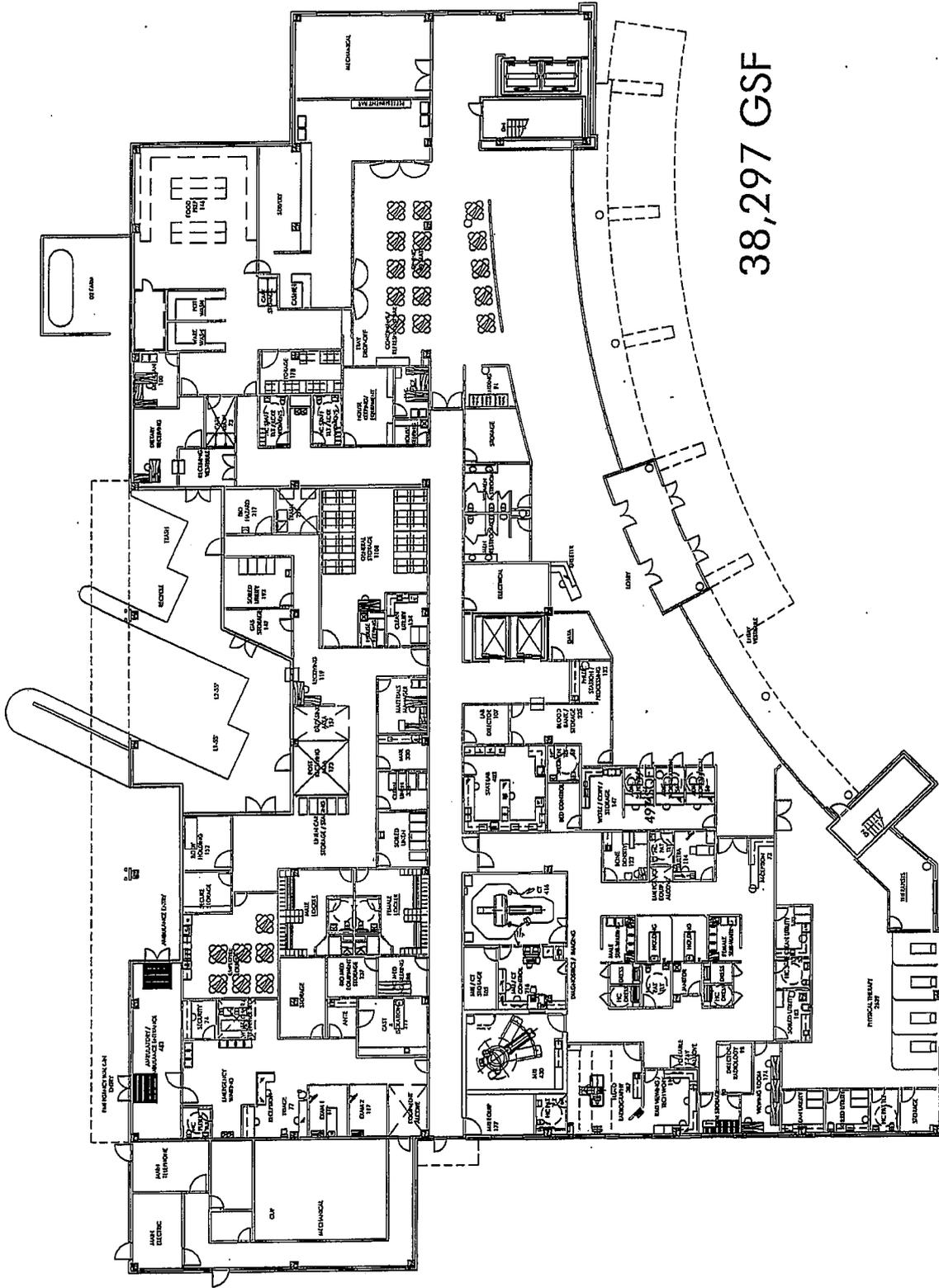


METHODIST HOSPITAL FOR SPECIAL SURGERY

Greater Floor Plate  
2014-2015

2014-2015  
2014-2015  
2014-2015





38,297 GSF

METHODIST HOSPITAL FOR SPECIAL SURGERY

Ground Floor Plan  
 Date: 7/20/19  
 Project No: 19-001

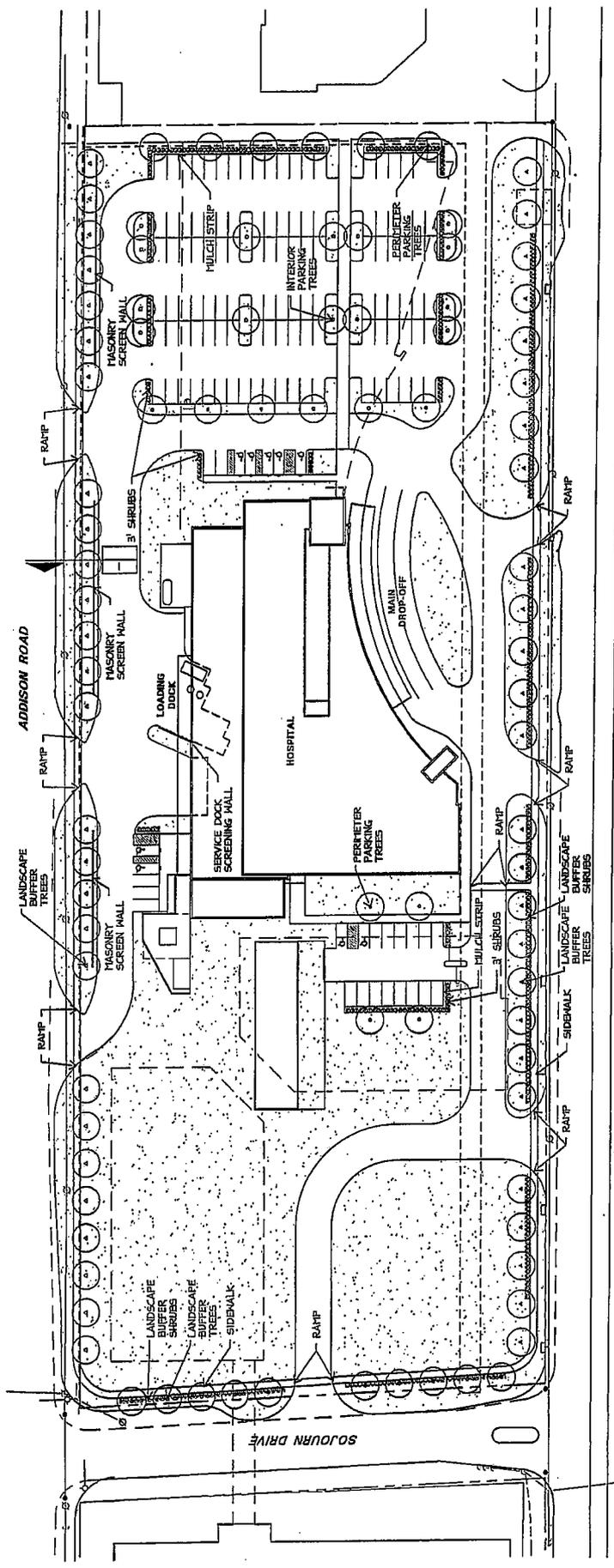
Architect: [Faint text]



Regis-Orliff Construction

**Advanta**  
 Medical Development, LLC





DALLAS NORTH TOLLWAY

PRELIMINARY ONLY.  
Not for regulatory approval,  
permitting or construction.

## LANDSCAPE REVIEW

March 17, 2009  
James A. Hueston 919



Schedule A  
3.17.2009  
Project No.:  
09001-400

Donald R. Powers, Jr.  
Reg. No. 7000  
Chris W. Barnes  
Reg. No. 4801  
Amy M. White  
Reg. No. 4700

©2009 Black Hawk, LLC. Not for regulatory approval, permitting or construction.

# METHODIST HOSPITAL FOR SPECIAL SURGERY



Rogers-O'Brien Construction



### Street Landscaping Buffer

20% of green site shall be landscaped. Plants = 44% 80% = 30%  
Minimum requirement for right-of-way landscaping must be one (1) 4" caliper shade tree and eight (8) shrubs for each linear foot of frontage.

Location	City Requirement	Proposed Improvements	Deficit	Surplus
Dallas Parkway-782 I.F.				
Trees	26	26		
Shrubs	208	208		
Salman Drive-255 I.F.				
Trees	10	10		
Shrubs	79	79		
Addison Road-818 I.F.				
Trees	27	27		
Masonry Screen Wall (in lieu of shrubs)	Required	Provided		

### Parking Lot Landscaping Interior Area

Category	City Requirement	Proposed Improvements	Deficit	Surplus
Trees	16	16		
Shrubs	182	182		

### Off-Street Loading Spaces

Category	City Requirement	Proposed Improvements	Deficit	Surplus
Trees	14	14		
Total Landscape Area	1,950 s.f.	3,700 s.f.		1,750 s.f.

### Masonry Screening Wall

Category	City Requirement	Proposed Improvements	Deficit	Surplus
Masonry Screening Wall	Required	provided		

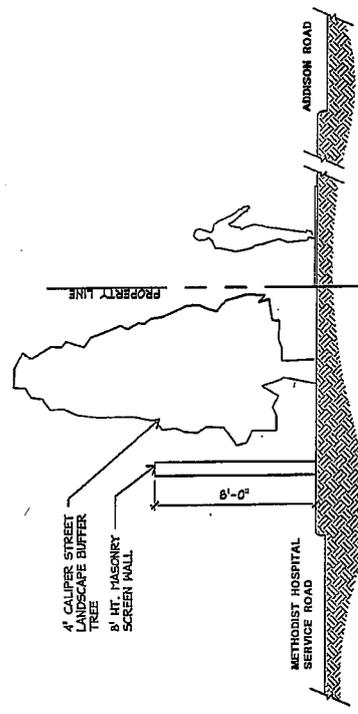
- #### Shade Trees
- Chestnut - 1" cal. 10' ht.
  - Cedar - 1" cal. 10' ht.
  - Sweet Gum - 1" cal. 10' ht.
  - Magnolia - 1" cal. 10' ht.
  - Live Oak - 1" cal. 10' ht.
  - Hybrid Oak - 1" cal. 10' ht.

**REGULATION NOTE**  
ALL NEW AND/OR RELOCATED PLANT MATERIAL WILL BE IRRIGATED WITH AN AUTOMATIC UNDERGROUND SYSTEM, PROVIDING 100% COVERAGE.

FOR REVIEW ONLY  
Not for regulatory approval,  
permitting or construction.

## LANDSCAPE REVIEW

March 12, 2008  
James A. Hatcher, P.E.



**1 MASONRY SCREEN WALL AT ADDISON ROAD**  
ELEVATION  
SCALE: 1/4"=1'-0"

## METHODIST HOSPITAL FOR SPECIAL SURGERY

Donald R. Powers, Jr.  
Reg. No. 7294

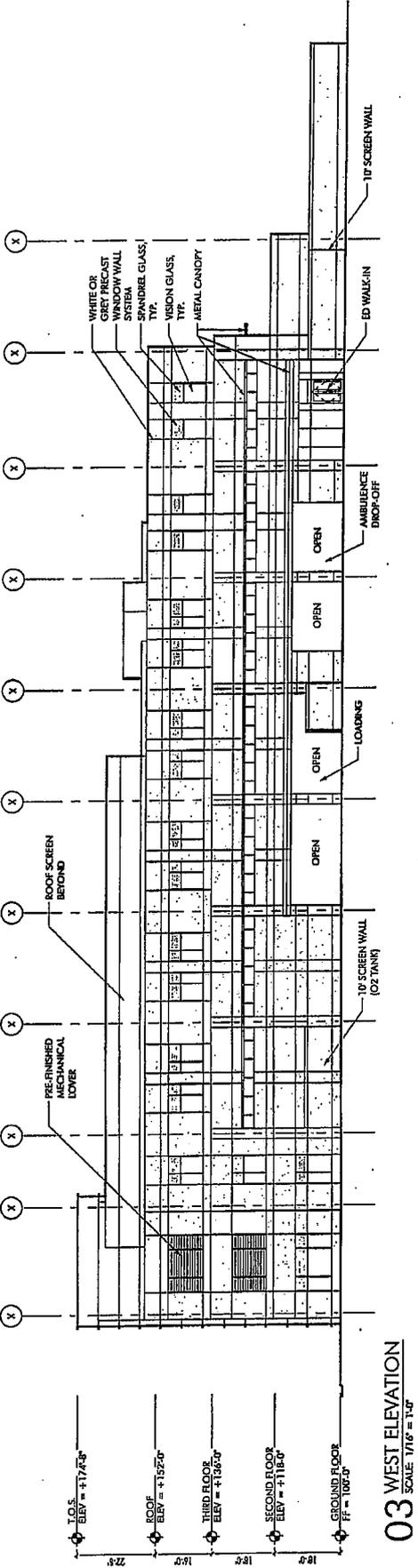
Chris M. Brown  
Reg. No. 18011

Ray M. Hines  
Reg. No. 7182

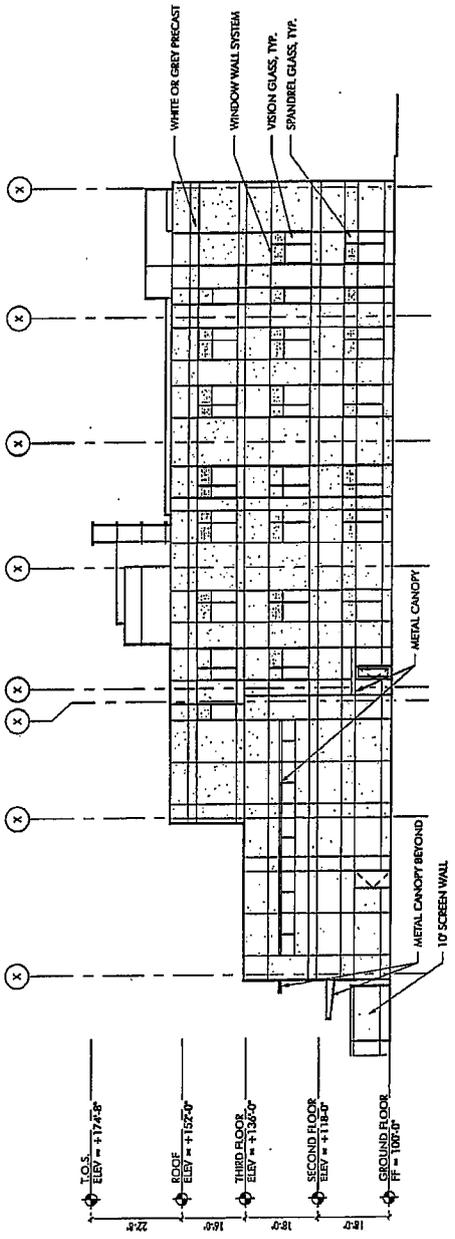
Schedule A  
3.17.2008  
Project No.  
09001.400

Rogers-Orfien Construction





**03 WEST ELEVATION**  
SCALE: 1/16" = 1'-0"



**04 SOUTH ELEVATION**  
SCALE: 1/16" = 1'-0"

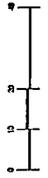
METHODIST HOSPITAL FOR SPECIAL SURGERY

Building Elevations  
02-7-2022

ARCHITECT  
1000 N. W. 10th St.  
Fort Lauderdale, FL 33304



Rogers-O'Brien Construction



**EXHIBIT C**

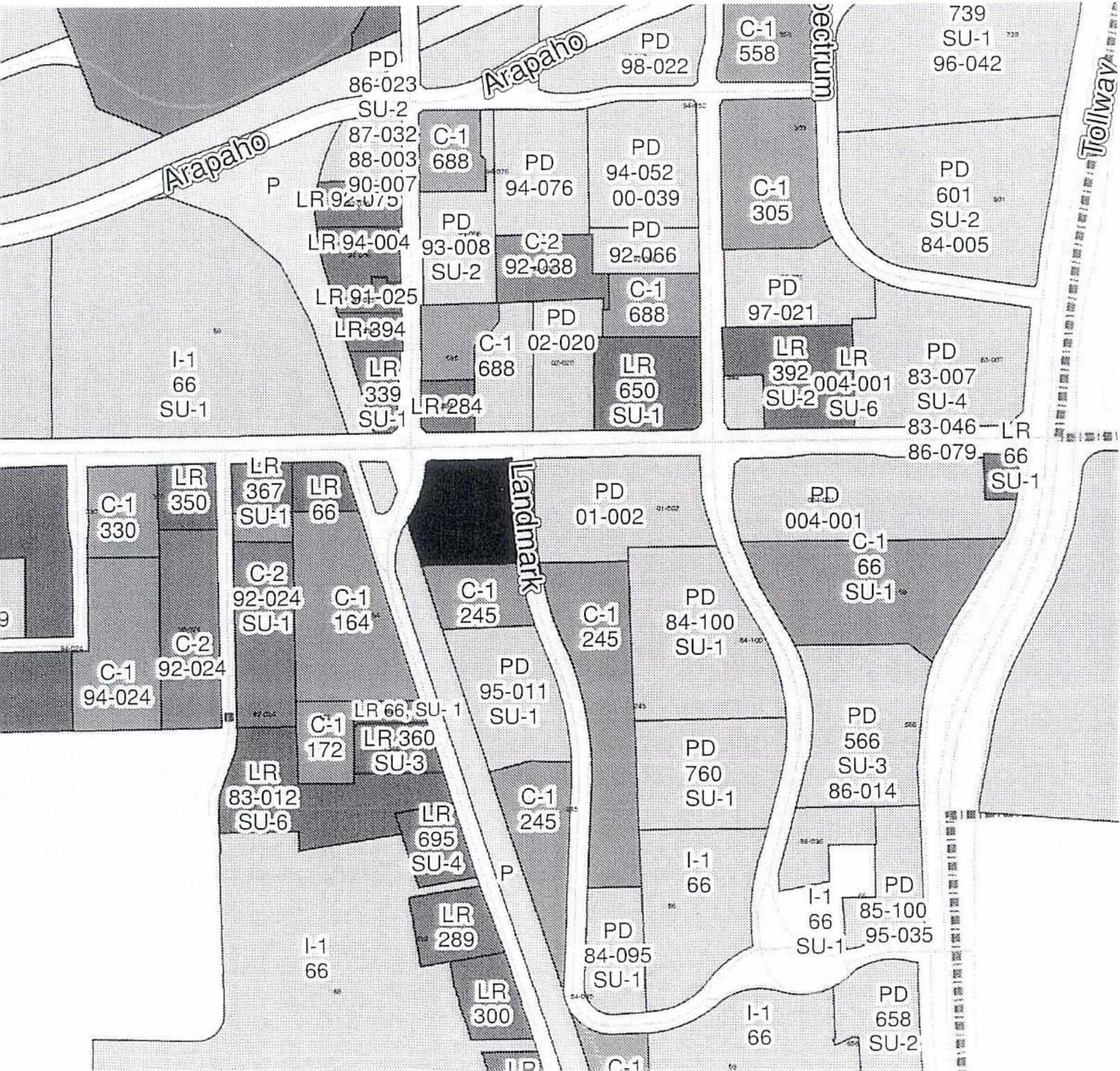


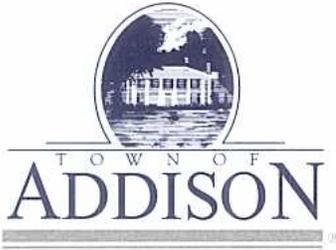
**EXHIBIT D**

*[attach legal description for Tract II]*

# 1575-SUP

**PUBLIC HEARING** Case 1575-SUP/Dodie's Cajun Diner. Requesting approval of an Ordinance approving a Special Use Permit for a restaurant, and approving an amendment to an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption, in order to remodel an existing restaurant, located at 4821 Belt Line Road, on application from Dodie's Cajun Diner, represented by Mr. Brian Olds.





**DEVELOPMENT SERVICES**

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

16801 Westgrove

Post Office Box 9010 Addison, Texas 75001-9010

March 10, 2009

**STAFF REPORT**

**RE:** Case 1575-SUP/Dodie's Cajun Diner

**LOCATION:** 4812 Belt Line Road (formerly Purdy's)

**REQUEST:** Approval of a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only

**APPLICANT:** Dodie's Cajun Diner, represented by Mr. Brian Olds.

**DISCUSSION:**

Background. This property is a lease space in a shopping center that is zoned Local Retail. It was originally developed as a Purdy's Restaurant through Ordinance 083-015, approved by the Council on March 15, 1983. Purdy's had operated continuously in this location since it opened, but was closed in late 2008.

Proposed Plan. At this point, Dodie's Cajun Diner is proposing to remodel the restaurant and re-open it as a Cajun restaurant. Dodie's Cajun Diner has had a restaurant on Lower Greenville Avenue in Dallas since 1989, and has three other locations in the metroplex: Rockwall, McKinney, and Carrollton.

Floor Plan. The existing restaurant is 4,211 square feet. Under the proposed remodel, the floor plan for the restaurant will essentially remain as it is now. The kitchen and restrooms will remain the same size and in the same locations. However, the applicant is planning to move the entrance from the east side of the building to the northeast corner (similar to Benedict's on the west side of the building). In addition, the applicant wants to add a patio, but since the shopping center does not have either the parking spaces or the landscaping to give up for an expansion, the applicant is planning to push into the space to create a 375 square-foot covered patio within the existing footprint of the building. The applicant will install glass, roll-up garage doors in place of the existing windows in order to allow the covered patio to be open-air at certain times of the year.

Facades. The facades will be modified with the addition of some accent wood around the entrance, some corrugated metal awnings, the roll-up garage doors, and a corner entry structure canopy.

Parking. This center is parked at a ratio of one space per 100 square feet. The restaurant is the same size as Purdy's, even though some of the space has been converted from interior space to open-air space. Therefore, the restaurant will require 42 parking spaces. There is sufficient parking in the center to accommodate the restaurant.

Fire Code. Gordon Robbins has noted that restaurant is an existing A-2 occupancy that is not sprinklered. It will not require a sprinkler system unless the occupancy load is increased. The occupant load is based on 15 square foot per person, and it is not being increased from the occupancy that was set for Purdy's.

Landscaping. The landscaping in the shopping center is in compliance with the landscaping ordinance and is generally maintained in good condition.

Screening of Mechanical Equipment. All mechanical equipment on the new building shall be completely screened from view. The screening material shall be architecturally compatible to the building, and the Building Official shall make the determination of "architecturally compatible".

Signs. The applicant has shown signs on the building. He should be aware that all signs in Addison must meet the requirements of the Addison Sign ordinance. The applicant should also be aware that the Town has a policy against the use of terms such as "bar" "tavern" or equivalent terms, in exterior signs.

**RECOMMENDATION:**

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

-All mechanical equipment on the new building shall be completely screened from view. The screening material shall be architecturally compatible to the building, and the Building Official shall make the determination of "architecturally compatible".

Respectfully submitted,



Carmen Moran  
Director of Development Services

**COMMISSION FINDINGS:**

The Addison Planning and Zoning Commission, meeting in regular session on March 26, 2009, voted to recommend approval of the amendment to an existing Special Use Permit for a restaurant, and an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption, subject to the following condition:

-All mechanical equipment on the new building shall be completely screened from view. The screening material shall be architecturally compatible to the building, and the Building Official shall make the determination of "architecturally compatible".

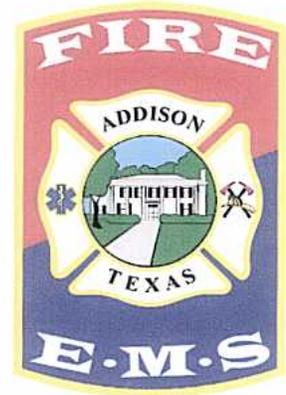
Voting Aye: DeFrancisco, Doherty, Gaines, Hewitt, Jandura, Wood

Voting Nay: None

Absent: None, one seat vacant

# Memorandum

**To:** Carmen Moran, Director of Development Services  
**From:** Gordon C. Robbins, Deputy Fire Chief  
**Date:** Tuesday, March 10, 2009  
**Re:** Case 1575-SUP/Dodie's Cajun Diner



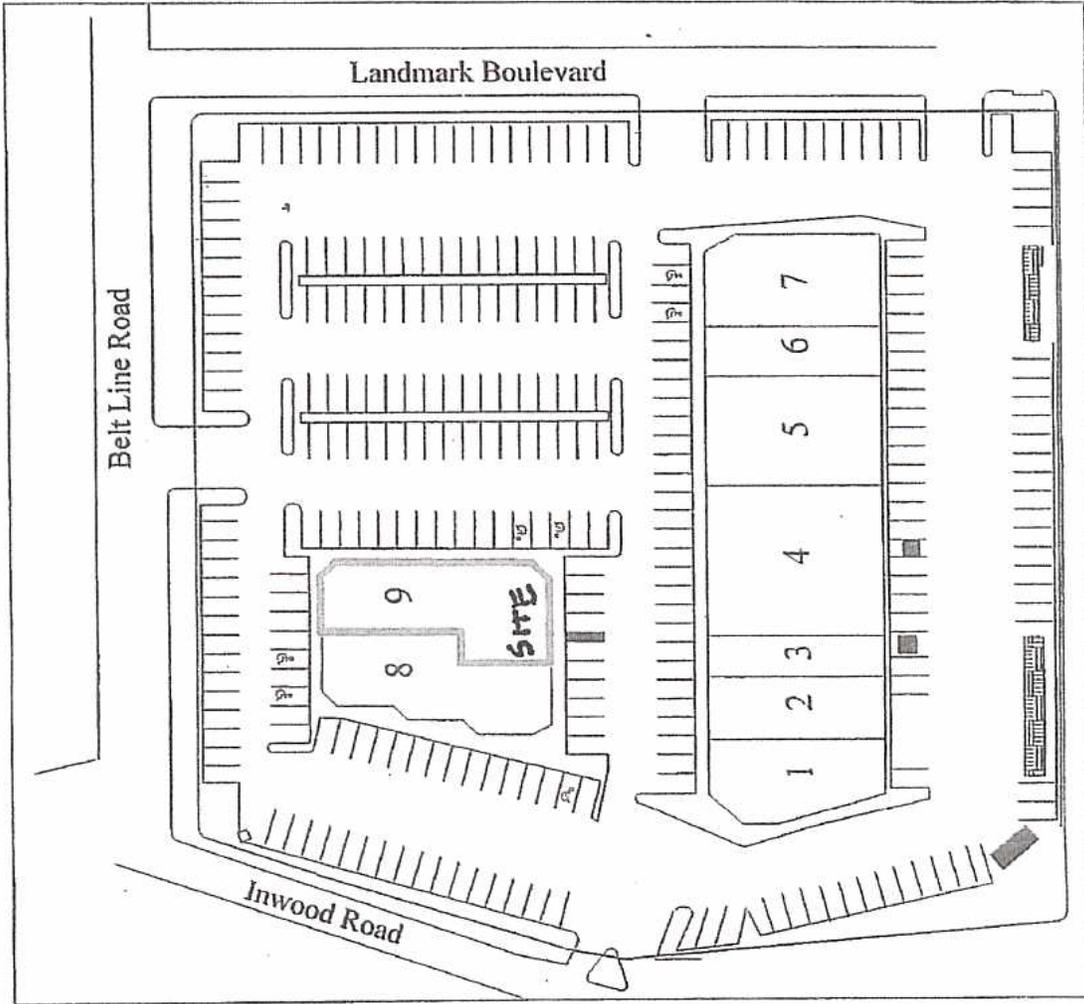
---

The Fire Department has no objection to this SUP.

The restaurant is an existing, unsprinklered A2 occupancy. The applicant has been advised that fire sprinklers will not be required as long as the occupant load is not increased.

GCR

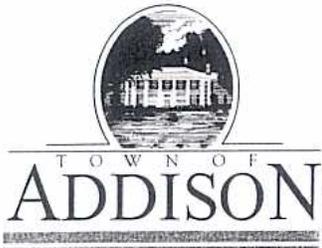
**Inwood Quorum**  
Addison, Texas



First Allied Corporation

INITIAL	OWNER
HERE	TENANT





**DEVELOPMENT SERVICES**

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

16801 Westgrove

Post Office Box 9010 Addison, Texas 75001-9010

March 10, 2009

**STAFF REPORT**

**RE:** Case 1576-SUP/Colonnade Club

**LOCATION:** 15305 Dallas Parkway (the Colonnade Office Complex)

**REQUEST:** Approval of a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only

**APPLICANT:** At Your Service Catering, represented by Mr. John Johnston

**DISCUSSION:**

Background. The Colonnade is a three-building office complex located at 15301, 15303, and 15305 Dallas Parkway. The complex contains over one million square feet of office space in three buildings which are all connected by a central atrium. The atrium space contains services that are utilized by all three buildings, such as a dry cleaner, convenience store, and restaurant. The atrium also contains fountains, landscaped spaces, and opens seating areas.

Proposed Plan. At this point, the Colonnade management company would like to add a Colonnade Club, which would be a small cocktail space that can be used by the building's tenants for cocktail parties and receptions. The management company may also use the Colonnade Club to throw tenant appreciation parties or holiday events for tenants. The Colonnade Club will not be marketed or advertised outside the building. It will keep the standard office hours of 8:00 a.m. – 5:00 p.m. Monday through Friday, although it may be open later for happy hours or after hour tenant events. The management wants the ability to sell alcohol directly to customers, which requires a Special Use Permit. The Colonnade has previously had Special Use Permits for the sale of alcoholic beverages for on-premises consumption. The space that is now occupied by the Alanti deli was formerly a larger restaurant that sold beer and wine.

The space will be within the atrium area and will feature a bar and seating. The space will be capable of being expanded to 3,500 square feet for larger events. The space will

not function as a true restaurant because it will not have a menu or prepare food on-site. All food served in the space will be brought in by At Your Service Catering. The space will not be open full time, but will open in the afternoons and for events.

Floor Plan. A bar will be added to a "sunken" area of the atrium that is in the middle of the atrium. Handicapped ramps will be added in order to make the sunken area accessible.

Parking. There is not a parking requirement for this restaurant because it is considered a support function that is utilized by the tenants of the building.

Landscaping. The landscaping for this office complex complies with the requirements of the ordinance and is well-maintained.

Signs. The Town has a policy against the use of terms such as "bar" "Tavern" or equivalent terms, in exterior signs. It should be clarified that the Town does not prohibit a restaurant from using those terms in its official name or advertising, but only on exterior signs. This restaurant will not have any exterior signs.

RECOMMENDATION:

Staff recommends approval of the request for the amendment to an existing Special Use Permit for a restaurant and the SUP for the sale of alcoholic beverages for on-premises consumption only, subject to no conditions.

Respectfully submitted,

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

Carmen Moran  
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on March 26, 2009, voted to recommend approval of the amendment to an existing Special Use Permit for a restaurant, and an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption, subject to no conditions.

Voting Aye: DeFrancisco, Doherty, Gaines, Hewitt, Jandura, Wood

Voting Nay: None

Absent: None, one seat vacant

# Memorandum

**To:** Carmen Moran, Director of Development Services  
**From:** Gordon C. Robbins, Deputy Fire Chief  
**Date:** Tuesday, March 10, 2009  
**Re:** Case 1576-SUP/Colonnade CLub

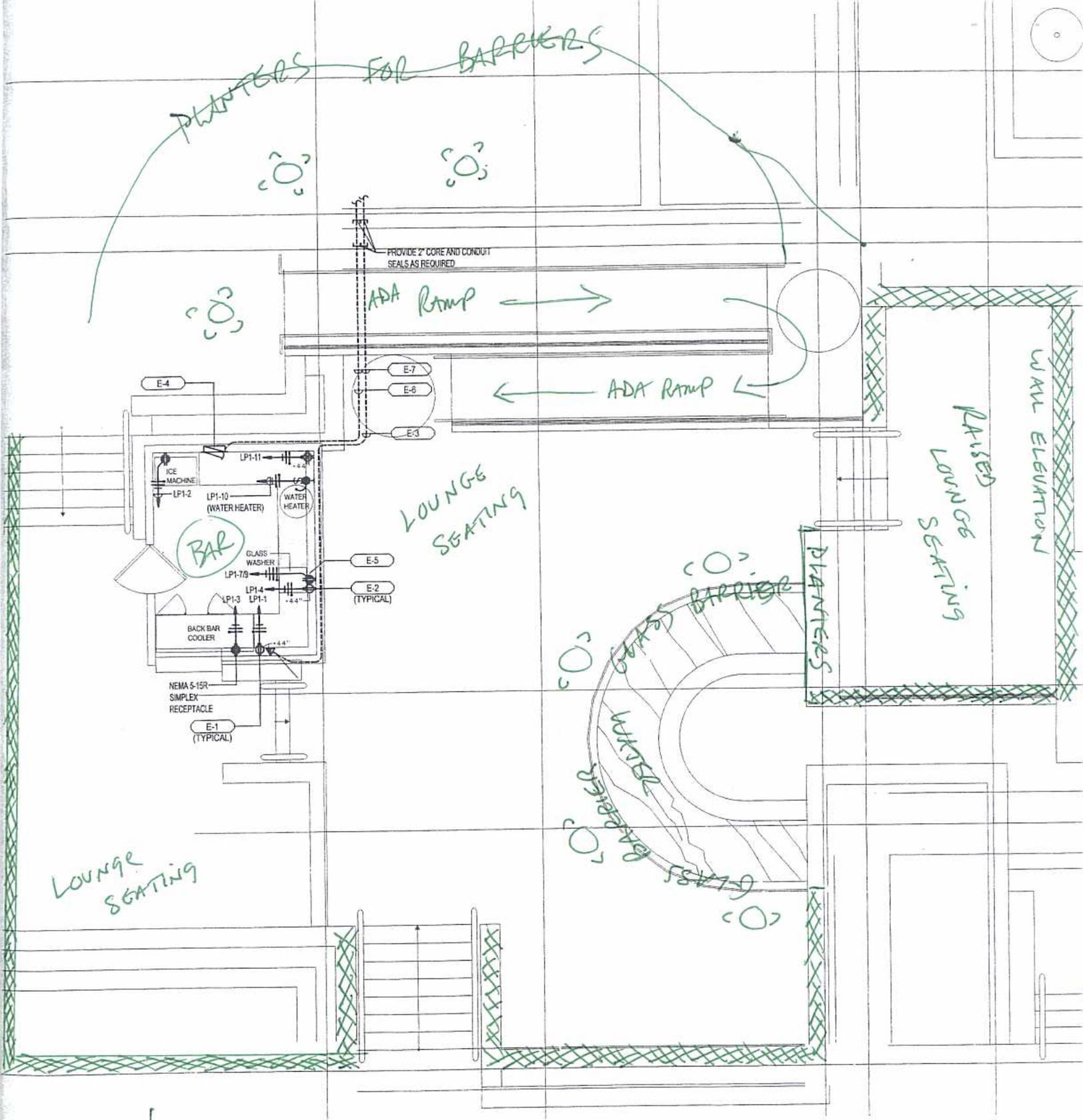


---

The Fire Department has no objection to this SUP.

GCR





PLANTERS FOR BARRIERS

PROVIDE 2" CORE AND CONDUIT SEALS AS REQUIRED

ADA Ramp →

← ADA Ramp

LOUNGE SEATING

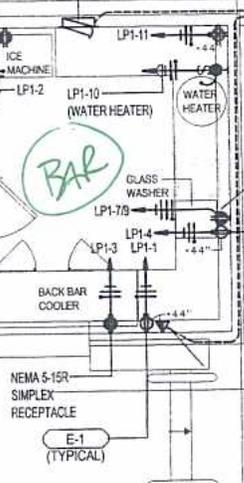
RAISED LOUNGE SEATING

WALL ELEVATION

PLANTERS

GLASS BARRIER

LOUNGE SEATING

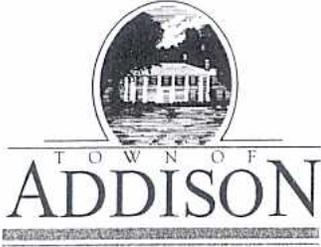


01 1st FLOOR PLAN - POWER



PLANTERS FOR

BARRIERS



**DEVELOPMENT SERVICES**  
(972) 450-2880 Fax: (972) 450-2837

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

**A PUBLIC HEARING BEFORE THE ADDISON  
PLANNING AND ZONING COMMISSION**

**MARCH 26, 2009**

**6:00 P.M.**

**ADDISON TOWN HALL  
5300 BELT LINE ROAD  
COUNCIL CHAMBERS**

- 1. PUBLIC HEARING** Case 1577-Z/Town of Addison. Requesting approval of an Ordinance amending Appendix A of the Town of Addison Code of Ordinances (the Zoning Ordinance), Article XXI. Landscaping Regulations, Section 2, Definitions, and Section 8, Tree Replacement and protection, on application from the Town of Addison, represented by Mr. Slade Strickland.

**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.**

# Memorandum

DATE: March 10, 2009  
TO: Carmen Moran, Director of Development Services  
FROM: Slade Strickland, Director of Parks & Recreation  
SUBJECT: **Landscape Regulation Amendments – Tree Replacement**

---

Staff is recommending revisions to the Code of Ordinances, Article XXI – Landscape Regulations sections 2, 8 and 9 pertaining to replacement tree size standards and pruning practices.

Last year a new provision was added to the Landscape Regulations requiring replacement of trees that are indiscriminately removed with equal size trees on a caliper inch for caliper inch basis. For example, if a 15 inch diameter tree is removed it would be replaced with a 15 inch diameter tree.

Section 8 stipulates this requirement; however, it refers to a size standard in section 9 that calls for trees to be 4 inches in diameter without any reference in section 9 to the caliper inch for caliper inch requirement. The highlighted areas in sections 8 and 9 show the proposed changes to correct this discrepancy.

Four definitions were added on page 2 that are referenced in section 8 relating to pruning practices. Section 8 was clarified to not only require replacement of trees that are removed without prior approval, but also includes replacement of trees that are improperly pruned.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on March 26, 2009, voted to recommend approval of the request for an amendment to Appendix A of the Town of Addison Code of Ordinances (the Zoning Ordinance), Article XXI. Landscaping Regulations, Section 2, Definitions, and Section 8, Tree Replacement and protection, on application from the Town of Addison, subject to the following condition:

Article XXI, LANDSCAPING REGULATIONS, Section 2 Definitions, *Pruning*, shall be revised to read as follows:

*Pruning.* Tree maintenance procedure used to remove dead branches, improve tree structure, enhance vigor, or maintain safety in accordance with the International Society of Arboriculture – Pruning Standards ANSI A-300-Guidelines.

Voting Aye: DeFrancisco, Doherty, Gaines, Hewitt, Jandura, Wood  
Voting Nay: None  
Absent: None, one seat vacant.

## ARTICLE XXI. LANDSCAPING REGULATIONS

### Section 1. Purpose

- A. The purpose of Article XXI is to provide landscape elements which:
- Conserve water,
  - Aid in stabilizing the environment's ecological balance by contributing to the processes of air purification, oxygen regeneration, groundwater recharge, and (storm water) runoff retardation, while at the same time aiding in noise, glare and heat abatement;
  - Assist in providing adequate light and air and preventing overcrowding of land;
  - Be an integral part of development, not an afterthought;
  - Provide visual buffering and enhance the beautification of the town;
  - Safeguard and enhance property values and to protect public and private investments;
  - Preserve and protect the unique identity and environment of the Town of Addison and preserve the economic base attracted to the Town of Addison by such factors;
  - Conserve energy
  - Protect the public.
  - Provide wildlife habitat.

The Town of Addison encourages sustainable landscaping. Sustainable landscapes are managed by using practices that preserve limited and costly natural resources, reduce waste generation, and help prevent air, water, and soil pollution. The goal is to minimize environmental impacts and maximize value received from dollars expended.

- B. The following shall be used to evaluate proposed landscape plans:
- a. The landscape design should have proportion, balance, unity, variety of species, and a variety of color through the seasons.
  - b. Landscape designs should define spaces including entrance areas, pedestrian paths, vehicular avenues, parking areas, sitting areas, etc.
  - c. As an architectural feature, landscape designs should visually soften the mass of the buildings, parking areas, and other structures.
  - d. Native landscape materials should be selected as much as is possible.
  - e. Landscaping should reduce the reliance on irrigation, thus conserving the public water supply, and reduce the reliance on inorganic fertilizer and pesticides; thus reducing the amounts carried off by runoff to lakes and streams.

### Section 2. Definitions.

**Berm.** An earthen mound designed to provide visual interest, screen undesirable views, and/or decrease noise.

**Crown/Canopy.** The upper portion of a tree or shrub from the lowest branch on the trunk of the tree to the highest or widest extending branch at the top or sides of the tree including all the leaves and branches of the tree or shrub.

**Crown Thinning.** Pruning technique used for selective removal of branches to increase light and to reduce weight. Proper thinning should maintain the structural beauty and retain the tree's natural shape.

**Lion Tailing.** Improper method of pruning that involves excessive removal of inner lateral limbs and foliage that displaces the weight to the ends of the branches.

**Topping.** Harmful method of pruning that involves drastic and/or severe removal or cutting back of larger branches in mature trees. Major branches cut so that stubs several feet long are left without any important side branches attached to them. A topped tree is a disfigured tree that even with its re-growth the tree never regains the grace and character of its species.

**ET: Evapotranspiration.** Loss of water from the soil both by evaporation and by transpiration from the plants growing thereon.

**ET Based Controller.** An irrigation controller that automatically makes adjustments of run times, based on local weather data. The ET Based Controller adjusts automatically to apply only the amount of water that is necessary to replace what has been lost.

**Landscape buffer.** A combination of physical space and vertical elements such as plants, berms, fences, or walls, the purpose of which is to separate and screen incompatible land uses from each other.

**Landscaped open area or landscaped area.** Any combination of living plants (such as grass, ground cover, shrubs, vines, mulch, hedges, or trees)

**Microirrigation.** A low pressure, low volume irrigation system that applies water only to the plant's root zone, saving water as a result of application efficiency and distribution uniformity. Drip and micro spray irrigation are examples of microirrigation.

**Non-permeable.** Any surface lacking the ability for air and water to pass through to the root zone of plants.

**Ornamental tree.** A deciduous or evergreen tree planted primarily for its ornamental value or for screening purposes; tends to be smaller at maturity than a shade tree.

**Pruning.** Tree maintenance procedure used to remove dead branches, improve tree structure, enhance vigor, or maintain safety.

**Screen.** A method of reducing the impact of noise and unsightly visual intrusions with less offense or more harmonious elements, such as plants, berms, fences, walls, or any appropriate combination thereof.

**Shade tree.** Sometimes evergreen, usually deciduous tree planted for its high crown of foliage or overhead canopy; a large woody perennial having one or more self-supporting stems and numerous branches reaching a mature height of at least 25 feet and a mature spread of at least 20 feet.

**Tree.** A plant listed as a tree in the most current edition of any of the following:

- a. Forest Trees of Texas, by the Texas Forest Service of the Texas AM University system;
- b. Hortus Third;
- c. The Audubon Society's Field Guide to North American Trees or;
- d. The list of trees provided in the Town of Addison Landscape Regulations.

**Shrub.** A self-supporting woody perennial plant of low to medium height characterized by multiple stems and branches continuous from the base, usually not more than ten feet in height at maturity.

**Visibility triangle.** That area within the curb lines of two intersecting such curb lines at points 35 feet back from their intersection.

### Section 3. Applicability

- A. Except as otherwise provided below, these landscaping regulations shall apply to all land located in the Town of Addison. These landscaping requirements shall become applicable to each individual lot at such time a site plan is submitted for planning and zoning commission review or an application for a building permit on such lot is made.
- B. The landscape maintenance requirements in section 10 of this article shall apply to all applications for building permits.
- C. The tree replacement and protection requirements in section 8 of this article shall apply to all land located within the Town of Addison from the effective date of this ordinance forward regardless of the development status of the land.
- D. The maintenance requirements in section 9 of this article shall apply to all applications for building permits.
- E. Except as set forth in subsection D. of section 8 (Tree Replacement and Protection) and subsection B. of Section 10 (Landscape Maintenance), this article does not apply to property containing only single-family and/or duplex uses where only one such structure is constructed.
- F. This article applies to the following:
  - Apartment dwelling district
  - Local retail district
  - Planned development district; Planned development, townhouse condominium district; and Planned development, condominium conversions (provided, however, that where any such district includes or provides landscaping regulations specific to the district, in the event of a conflict between the landscaping regulations specific to the district and the landscaping regulations set forth in this article, the landscaping regulations specific to the district shall control.
  - MXR mixed use residential district
  - UC urban center district
  - Commercial-1 district
  - Commercial-2 district
  - Industrial-1 district
  - Industrial-2 district
  - Industrial-3 district
  - Special use permits
    - Applications for building permits or for certificates of occupancy for buildings previously unoccupied for a period of six consecutive months.
    - Applications for building permits for construction work that:
      - (1) Increases the number of stories in a building on the lot; or
      - (2) Increases by more than ten percent or 10,000 square feet, whichever is less, the combined floor areas of all buildings on the lot; or
      - (3) Increases the non-permeable lot coverage by more than 2,000 square feet, or
      - (4) Building permit applications for exterior remodeling with a value equal to or greater than \$10,000.00 exclusive of maintenance and repair.

G. When the ordinance becomes applicable to a lot, its requirements are binding on all current and subsequent owners of the lot.

H. The Town Council shall, as a minimum, impose landscaping requirements that are reasonably consistent with the standards and purposes of this article as a part of any ordinance establishing or amending a planned development district, or amending a special use permit. All landscaping requirements imposed by the Town Council shall be reflected in landscape and irrigation plans that comply in form and content with the requirements of section 4.

I. The Board of Zoning Adjustments may grant a special exception to the landscaping requirements of this article upon making a special finding from the evidence presented that strict compliance with the requirements of this article will result in substantial financial hardship or inequity to the applicant without sufficient corresponding benefit to the town and its citizens in accomplishing the objectives and purposes of this article. The applicant, to be considered for special exception, must submit a justification statement that describes which of the requirements set forth in this article will be met with modifications, which project conditions justify using alternatives, and how the proposed measures equal or exceed normal compliance.

#### **Section 4. Required Landscape Documents**

A. Prior to site plan review by the Planning and Zoning Commission for zoning amendments or building permit applications where these landscaping requirements are applicable, landscape plans must be submitted to the director of parks. The plans shall have a scale of one inch equals 30 feet or larger and be on a standard drawing sheet of a size no smaller than 24 inches by 36 inches, not to exceed 36 inches by 48 inches. A plan which cannot be drawn in its entirety on a 36-inch by 48-inch sheet shall be drawn with appropriate match lines on two or more sheets. Irrigation plans shall be submitted when the building permit application is made.

##### **Landscape Plan**

A. Landscape and irrigation plans required under this article shall contain the following information:

- (1) Date, scale, north arrow, and the names, addresses, and telephone numbers of both the property owner and the person preparing the plan.
- (2) Project name, street address, and lot and block description.
- (3) Location, height, and material of proposed screening and fencing (with berm to be delineated by one-foot contours).
- (4) Complete description of plant materials shown on the plan, including names (common and botanical name), locations, quantities, container or caliper sizes, heights, spread, and spacing. The location, size and species of all existing trees on the lot must be specifically indicated.
- (5) Complete description of landscaping and screening to be provided in or near off-street parking and loading areas, including information as to the amount (in square feet) of landscape area compared to gross site square feet. The town right-of-way shall be included as part of the gross site landscaping.
- (6) Size, height, location, and material of proposed seating, lighting, planters, sculptures, decorative paving, and water features.
- (7) Cross section drawing of berms and grading plan showing berm contours.

(8) Landscape plans shall contain the seal of a landscape architect licensed in the State of Texas that such plans have been reviewed by such architect and satisfy all requirements of these Landscape Regulations.

### **Irrigation Plan**

A. Irrigation plans required under this article shall contain the following information:

- (1) Location of sprinkler heads, valves, double-check valve, water meter, automatic ET based controller with rain and freeze sensors.
- (2) All plant material (including street trees and planting within the public right-of-way) shall be watered with an automatic irrigation system including an ET based controller.
- (3) Irrigation sprinkler layouts shall be designed to minimize the amount of spray that will fall on sidewalks, neighboring properties, and adjacent buildings. Backflow prevention devices shall be placed per the Town of Addison Public Works Department's standards.
- (4) The town encourages the use of water-conserving system design and materials including the use of microirrigation and native plants.
- (5) Install separate valves for turf and non-turf areas to accommodate different water use requirements within the landscaped area.
- (6) Irrigation controllers shall be set to water between midnight and 6:00 a.m. This shall not apply to watering of newly planted turf or landscaping.
- (7) Irrigation plans shall contain the certification and seal of an irrigator licensed by the Texas Commission on Environmental Quality that such plans were prepared by such irrigator and satisfy all requirements of these landscape regulations.

### **Section 5. Plant material substitutions.**

Due to seasonal planting problems and a lack of plant availability, approved landscape plans may require minor revisions. Planting plans shall be accepted if there is no reduction in the quality of plant material or no significant change in size or location of plant materials, and if the new plants are of the same general category (i.e., shade, ornamental, or evergreen trees) and have the same general design characteristics (mature height, crown spread) as the materials being replaced. Proposed materials must also be compatible with the area to ensure healthy plant growth. If these criteria are not fulfilled, changes to approved plans must be resubmitted and reviewed anew.

### **Section 6. Landscape and irrigation plan submittal.**

The director of parks and recreation shall review each landscape and irrigation plan submitted to determine whether or not it complies with the requirements of this article. All landscape plans must comply with the provisions of the Landscape Design Standards in section 7.

### **Section 7. Landscape Design Standards**

At least 20 percent of the gross site or lot shall be maintained as landscaped area in the following districts:

- Apartment dwelling district
- Mixed-use residential
- Local retail district

- Planned development districts
- Commercial-1 district
- Commercial-2 district
- Special use permits
- At least ten percent of the gross site or lot shall be maintained as landscaped area in the following districts:
  - Industrial-1 district
  - Industrial-2 district
  - Industrial-3 district

At least ten percent (10%) of the gross site or lot shall be maintained as landscaped area in the following districts:

Industrial 1 district  
 Industrial 2 district  
 Industrial 3 district

**A. Street landscape buffer.** In all districts, a (20) twenty-foot wide landscape buffer strip shall be provided along the entire length of the portion of the perimeter of the lot where a public or private street exists, exclusive of driveways and access ways to points of ingress and egress to and from the lot. The property owner shall be responsible for landscaping, irrigation, and maintenance of any right-of-way area between the property line and the curb line.

1. Town right-of-way shall be included in the (20) twenty-foot wide buffer and shall reduce the amount of required landscaping area of the lot by that amount (square foot for square foot).
2. The minimum requirement for street landscape buffers shall be one four-inch caliper shade tree for each (30) thirty linear feet of frontage and evergreen shrubs planted (3 - 3½) three to three and one half feet on center depending on the species selected. Plant material planted in the street landscape buffer strip can be massed together to create visual interest at key entry points or focal points.
3. All required screening, parking perimeter, and interior parking landscaping shall be included in the overall (20%) twenty percent of gross site landscaping. This shall include front, side and rear landscaping abutting the building foundation.
4. No tree may be planted closer than (36) thirty-six inches to the paved portion of any parking surfaces.

**B. Off-street loading spaces.** All off-street loading spaces on a site shall be screened from all public and private streets adjacent to that site.

1. All screening shall be at least six feet in height measured from the horizontal plane passing through the nearest point of the off-street loading space and may be provided by using any one or combination of the following, subject to approval by the parks director:
  - (a) Evergreen shrubs planted (3) three feet on center, in a single row;
  - or(b) Evergreen trees planted six feet on center, unless the director of parks and recreation approves an alternative planting density as being capable of providing a solid appearance within one year; or

(c) A fence, wall or berm. Fences and walls shall not consist of corrugated metal, corrugated fiberglass, sheet metal, chain link or wire mesh or any material that in the planning and zoning commission's opinion is an unsightly material.

2. When screening for off-street loading spaces is provided by earthen berm or evergreen plant materials, the following regulations apply:

(a) An earthen berm shall be planted with turf grass or ground cover recommended for local area use by the director of parks and recreation. The slope of the berm shall not exceed 33 percent (3:1) for lawn areas and shall have a minimum crown width of three feet.

(b) Evergreen plant materials shall be recommended for local area use by the director of parks and recreation. In addition, the plant materials:

(1) Shall be located in a bed that is at least (3) three feet wide; and

(2) Shall be placed a maximum of 36 inches on center in a single row over the entire length of the bed, unless the director of parks and recreation approves an alternative planting density as being capable of providing a solid appearance within one year; and

(3) Shall provide a six foot high visual barrier of the required height within one year of their initial planting.

**C. Visibility triangles.** The design and placement of the landscaping materials shall be at the discretion of the owner or landscape architect; however, the landscaping shall not obstruct the view between access drives and dedicated streets, parking aisles, or access drives of parking lots. Nothing at an elevation greater than the top of curb plus two feet allowed in the visibility triangle area except single trunk trees pruned to a height of six feet. Trees shall be of such size and so spaced that a visual obstruction that represents a traffic hazard is not created.

(1) The use of plant material in a sight triangle is intended to provide aesthetic appeal while not unduly limiting or restricting visibility, whether as a pedestrian or a passenger in a vehicle. Plants shall not reduce or limit visibility to such an extent that a safety hazard is presented. Plants normally considered as effective screens shall be unacceptable for use in the visibility triangle.

(2) Trees used in the visibility triangle shall have a minimum branching clearance of six feet from the ground to the first branch.

(3) All shrubs or ground covers used in the visibility triangle shall be a maximum of 18 inches. No large or medium shrubs shall be acceptable for use in the visibility triangle because of height. Low shrubs shall be acceptable only if they do not exceed the 18-inch height limit.

**D. Parking lot screening.** Screening must be provided for all surface parking lots on the site from all adjacent streets. The screening must extend along the entire street frontage of the surface parking lot, exclusive of driveways and access ways at points of ingress and egress to and from the site, and visibility triangles.

(1) The surface parking lot screening must be at least (3 ½) three and one half feet higher than the finished elevation of the adjacent parking lot. The screening may be provided by using (1) one of the following, unless the director of parks

and recreation approves an alternative screening plan capable of providing a solid appearance:

- (a) Evergreen shrubs planted three feet on center in a single row in a bed at least 42 inches wide;
- (b) A berm at least (3 ½) three and one half feet high with a slope not to exceed 33 percent (3:1.) The minimum crown width must be three feet. Berms must be covered in live vegetation.
- (c) A fence or wall constructed of materials compatible with the principle building. One-third of any fence or wall must be screened with acceptable plant material, as approved by the director of parks and recreation.

**E. Parking lot landscaping; perimeter**

- (1) The perimeter parking lot landscape strip shall be at least five (5) feet wide for sites larger than 10,000 square feet or at least three (3) feet wide if the site is smaller than 10,000 square feet.
- (2) The minimum requirement for perimeter landscaping five (5) feet wide and greater shall be one (4) four inch caliper shade tree for each 35 linear feet of perimeter and one shrub planted (3-3½) three to three and one half feet on center. The minimum requirement for perimeter landscaping less than (5) five feet wide shall be one shrub planted 3 to 3 ½ feet on center.
- (3) Required perimeter landscaping between adjacent parking lots does not preclude the need to provide vehicular access between lots.

**F. Parking lot landscaping; interior area**

- (1) The required percentage of interior parking lot landscaping shall be determined based on the following sliding scale:

Total Parking Area	Interior Planting Area (Percent)
7,000--49,999 sq. ft.	5 %
50,000--149,000 sq. ft.	8 %
150,000 sq. ft. and larger	10 %

- (2) To calculate the total parking area and the subsequent percentage of required interior lot planting, total the square footage of all areas within the lot's perimeter including:
  - (a) Planting islands.
  - (b) Curbed areas.
  - (c) Corner lots.
  - (d) Parking spaces.
  - (e) And all interior driveways and aisles except those with no parking spaces located on either side.

(3) Landscaped areas located outside the parking lot shall not be used to meet the interior planting requirement, however, building front, side or rear landscaping abutting the building foundation can be credited toward the interior planting requirement.

(4) Curbs or wheel stops must be provided to prevent cars from parking too close to trees or damaging shrubs and screens.

(5) All planting islands located parallel to and between parking spaces must be at least nine feet wide to prevent cars from damaging trees and shrubs.

(6) Large shade trees must be provided in each parking lot at a minimum average density of one shade tree for each ten required parking spaces on the lot. In cases where the required number of parking spaces reduces the amount of available planting space for parking lot trees, alternative planting locations for the required quantity of these trees shall be located elsewhere on the site.

(7) No required parking space may be located further than 50 feet from the trunk of a shade tree, or farther than 75 feet from two or more shade trees.

**G. Ornamental and evergreen trees.** Bradford Pears or other pear cultivars, shall not receive credit toward the tree planting requirements; however, this shall not preclude their use as flowering accent trees.

**H. Overhead Power Lines.** Ornamental trees shall be substituted for shade trees in cases where maturing shade trees would otherwise interfere with overhead power lines. Shade trees shall not be planted closer than (10) ten feet from either side of the outermost overhead power lines.

**I. General requirements**

(1) All required landscape open space shall be provided with adequate and inconspicuous automatic irrigation systems and shall be properly maintained.

(2) All shrub beds shall be edged using steel, concrete, masonry, or pre-cast concrete edging and all plant materials mulched with a two-inch layer of shredded hardwood mulch. Plastic edging shall not be acceptable.

(3) The parks department shall have the power to plant, preserve, spray, trim or remove any tree, shrub or plant on any parkway, alley or public ground belonging to the Town of Addison.

(4) It shall be unlawful for any person, firm or corporation to cut or break any branch of any tree or shrub or injure in any way the bark of said tree or shrub growing on public property.

**J. Landscape Inspections**

(1) The installation of the approved landscape plan shall be inspected and approved by the Parks Department prior to issuance of a certificate of occupancy.

## Section 8 – Tree Replacement and Protection

A. The existing natural landscape character (especially native oaks, elms, and pecan trees) shall be preserved to the extent reasonable and feasible. In an area of the street frontage containing a stand of trees, the property owner shall use best good faith efforts to preserve such trees. In determining whether there is compliance with this subsection, the director of parks shall consider topographical constraints on design, drainage, access and egress, utilities, and other factors reasonable related to the health, safety and welfare of the public which necessitated disturbance of the existing natural landscape character; economic usefulness of the property without disturbance of its natural character; the nature and quality of the landscaping installed to replace it; and such other factors as may be relevant and proper. Indiscriminate clearing or stripping of the natural vegetation on a lot or other property is prohibited.

### B. Replacement Trees

(1) Every property owner shall be responsible for replacing dead, removed, missing, improperly pruned, or damaged trees, by any act or omission, within 30 days after notification by the Town. This provision shall apply to trees that have been severely damaged or disfigured by improper pruning, including but not limited to lion-tailing or topping. In addition to this section, replacement tree size and configuration shall comply with the standards set forth in Section 9 of this ordinance.

~~Every property owner shall be responsible for replacing dead or missing trees within 30 days after notification by the Town. This provision shall also apply to trees that have been severely damaged, disfigured. In addition to this section, replacement tree size and configuration shall comply with the standards set forth in Section 9 of this ordinance.~~

(2) Any tree that is removed, topped, severely damaged or disfigured by improper pruning methods without the prior written approval of the Town's Director of Parks (as reflected in a Tree Permit issued pursuant to subsection C. of this section) shall be replaced caliper inch for caliper inch as set forth in Section 9 of this ordinance. For example, if a 15 inch caliper tree is removed, it shall be replaced with a 15 inch caliper tree.

(3) Acceptable types of replacement trees are designated in Section 9, Landscape Standards and Specifications.

(4) If the physical limitations of the subject property are such that all of the replacement trees cannot be properly placed on the subject property, the property owner shall locate any extra trees, with the approval of the Town of Addison, in the following locations: public rights-of-way, medians, or public park land. Such location of extra trees shall be performed at the direction of the Town. The property owner may pay a one-time fee per site to the Town in lieu of tree replacements, as approved by the Town Council.

### **C. Tree Permit**

No person shall remove or transplant a tree listed in section 9 (Tree Replacements and New Plantings), sub-section B. without first obtaining from the town a Tree Permit approved by the Director of Parks or the Director's designee. This section shall apply to (4) four inch caliper shade trees or larger measured 12 inches from the soil surface, and (2½–3 inches) two and one half to three inch caliper ornamental trees or larger measured 6 inches from the soil surface. Each utility company shall obtain a Tree Permit approved by the Director of Parks or the Director's designee before trimming any tree. For purposes hereof, "person" means the owner, tenant, and/or subtenant of, and/or any entity or individual with any interest in, the land on which a tree is located, and/or any contractor or subcontractor of any of them.

- (1) A Tree Permit shall be obtained by a utility company before any trimming and/or removal of tree(s) by or for a utility company, except in the case of emergency repairs.
- (2) Application for Tree Permit: Tree Permits shall be obtained by making application to the Director of Parks or the Director's designee. An application must include the consent of the owner of the land on which a tree which is the subject of the application is located. The application must include a written document indicating the reasons for transplanting and/or removal (or trimming, in the case of a utility company) of a tree and a copy of a site plan or planting plan showing the tree(s) proposed for removal/transplanting (or trimmed, in the case of a utility company)
  - (a) Review of Application for Tree Permit. Upon receipt of a proper application for a Tree Permit, the Director of Parks or his/her designee shall review the application and may conduct field inspections of the site or development and/or refer the permit application to other departments for review and recommendations as deemed necessary and appropriate by the Director. Trees may not be removed or transplanted (or trimmed, in the case of a utility company) unless the Director of Parks or his/her designee approves the Tree Permit.
  - (b) Any person(s) or entity causing the transplanting or removal of a tree without first obtaining an approved Tree Permit is in violation of these regulations.
  - (c) Consideration for the approval of a tree removal permit shall be based upon the following guidelines:
    - (1) Whether the removal of the protected tree is permitted by this section;
    - (2) Whether or not a reasonable accommodation or alternative solution can be made to accomplish the desired activity without the removal of the protected tree;
    - (3) The effect of the removal of the protected tree on erosion, soil moisture, retention, flow of surface waters and drainage systems;
    - (4) The need for buffering of residential areas from the noise, glare, and the visual effects of nonresidential uses;

(5) Whether the removal of the protected tree affects the public health, safety or welfare of the city; and

(6) Whether the application demonstrates the attempt to preserve existing trees on the site.

An approved Tree Permit shall expire within six (6) months of the date of the approval of the permit by the Director of Parks or the Director's designee.

D. Application to Residential Districts.

For property in any zoning district containing only single-family and/or duplex uses, the provisions of this section 8 apply only to trees listed in section 9 (Tree Replacements and New Plantings), sub-section B. located within the right-of-way adjacent to a street where only one such structure is constructed.

**Section 9. Landscape Standards and Specifications**

**A. General Standards**

- 1) The best professional practices of the American Society of Landscape Architects, the International Society of Arboriculture, the American Nursery and Landscape Association and Texas Nursery and Landscape Association regarding planting installation, trimming, pruning, and fertilization shall apply to the landscape standards and specifications included in this section 9.
- 2) Nursery Standards shall be: American Standard for Nursery Stock, ANSI Z60.1-2004
- 3) Pruning Standards shall be: International Society of Arboriculture Pruning Guidelines ANSI A300- Pruning Guidelines.

B. **Tree Replacements and New Plantings** - The following is a suggested list of trees for replacements and are suitable for new plantings. Other species may be acceptable for new plantings; however, their suitability for the proposed planting area shall be approved by the Addison Parks Department. Shade Trees shall have a minimum caliper of (4) four inches, ornamental trees shall have a minimum caliper of (2 ½ -3) two and one half to three inches.

**Shade Trees**

Oak, Burr	<i>Quercus macrocarpa</i>
Oak, Chinquapin	<i>Quercus muhlenbergii</i>
Oak, Live	<i>Quercus virginiana</i>
Oak, Red	<i>Quercus shumardii</i>
Pecan	<i>Carya illinoensis</i>
Ash, Texas	<i>Fraxinus texensis</i>
Bald Cypress	<i>Taxodium distichum</i>
Elm, Cedar	<i>Ulmus crassifolia</i>
Elm, Allee Lacebark	<i>Ulmus parvifolia 'Elmer II'</i>
Elm, Bosque Lacebark	<i>Ulmus parvifolia 'UPMTFI'</i>

Magnolia Southern  
Oak, Durand  
Pistachio, Chinese

*Magnolia grandiflora*  
*Quercus sinuata var. sinuata*  
*Pistacia chinensis*

### **Ornamental/Evergreen Trees**

American Smoke Tree  
Buckeye, Mexican  
Carolina Buckthorn  
Desert Willow  
Crape Myrtle  
Dogwood (Roughleaf)  
Eastern Red Cedar  
Eve's Necklace  
Goldenball Lead Tree  
Goldenrain Tree  
Hawthorn Washington  
Holly, Yaupon  
Magnolia, 'Little Gem.'  
Maple, Shantung  
Mexican Plum  
Oak, Bigelow  
Oak, Lacey  
Persimmon, Texas  
Possumhaw  
Rusty Blackhaw  
Texas Redbud

*Cotinus obovatus*  
*Ungnadia speciosa*  
*Rhamnus caroliniana*  
*Chilopsis linearis*  
*Lagerstroemia indica*  
*Cornus drummondii*  
*Juniperus virginiana*  
*Sophora affinis*  
*Leucaena retusa*  
*Koelreuteria paniculata*  
*Crataegus phaenopyrum*  
*Ilex vomitoria*  
*Magnolia 'Little Gem'*  
*Acer truncatum*  
*Prunus mexicana*  
*Quercus sinuata var. breviloba*  
*Quercus laceyi (Q. glaucooides)*  
*Diospyros texana*  
*Ilex decidua*  
*Viburnum rufidulum*  
*Cercis Canadensis var 'texensis'*

### **C. Size and Spacing Standards**

1. Plants shall conform to the measurements specified in the plant schedule.
2. Caliper measurements shall be taken six inches above grade for trees under four inches in diameter and (12) twelve inches above grade for trees four inches in diameter and larger.
3. Minimum branching height for all shade trees shall be (6) six feet.
4. Minimum size for newly planted shade trees shall be (4) four inches in diameter, 14 to 16 feet in height. The maximum height shall not exceed 16 feet. Any tree that has been removed, or a tree that has been topped, severely damaged or disfigured by improper pruning methods without the Director of Parks prior written approval, (as reflected in a Tree Permit issued pursuant to subsection C. of Section 8) shall be replaced caliper inch for caliper inch. Tree heights shall be from tops of root balls to nominal tops of plants. Tree spread refers to nominal outer width of the tree, not to the outer leaf tips. Trees shall be healthy, vigorous, full-branched, well-shaped with symmetrical crowns. Root balls shall be firm, neat, slightly tapered and well-burlapped. Trees shall be free of physical damage such as scrapes, bark abrasions, split branches, mistletoe or other parasitic growth. The Town of Addison shall reject any trees delivered and/or planted not meeting the minimum size and shape standards set forth above. Red Oaks other than Shumard Oak (*Quercus shumardii*) or Texas Oak

(*Quercus texana*) shall be rejected. The owner or contractor shall be responsible for providing certification that Red Oaks are true to variety.

5. Minimum size for Crape Myrtle shall be six to eight feet in height. Other ornamental flowering trees shall be eight to ten feet in height.

6. Minimum size for evergreen trees shall be eight to ten feet in height.

7. Minimum sizes for shrub containers shall be five gallon. Substitution of three gallon material meeting the height requirement of five gallon shrubs is acceptable. Shrubs shall be full bodied, well-shaped and symmetrical.

8. Ground cover spacing shall be eight inches on center maximum for four-inch pots and 16 inches on center maximum for one-gallon containers.

## **Section 10. Landscape Maintenance.**

A. Every property owner and any tenants shall keep their landscaping in a well-maintained, safe, clean and attractive condition at all times. Any plant that dies must be replaced with another living plant, including trees, within 30 days after notification by the town. Such maintenance includes, but is not limited to, the following:

- Prompt removal of all litter, trash, refuse and waste;
- Lawn mowing on a weekly basis during the growing season;
- Shrub pruning according to accepted practices of landscape professionals to maintain plants in a healthy condition;
- Tree pruning according to Tree-Pruning Guidelines published by the International Society of Arboriculture and the American National Standards (ANSI) A300--Pruning Standards;
- Pruning that removes no more than ( $\frac{1}{4}$ ) one fourth of the tree canopy annually to maintain the trees structural beauty and retain the trees natural shape;
- Watering of landscaped areas on a regular basis to maintain good plant health;
- Sprinkler run times set on controllers to water between midnight and 6:00 a.m.
- Keeping landscape lighting in working order;
- Keeping lawn and garden areas alive, free of weeds, and attractive;
- Cleaning of abutting waterways and landscaped areas lying between public right-of-way lines and the property unless such streets, waterways or landscaped areas are expressly designated to be maintained by applicable governmental authority.

B. The discharge, deposit, or blowing or sweeping of grass, leaves, other vegetation, or litter debris into public or private streets or alleys is prohibited. In connection with yard or landscape maintenance, lawn or grass clippings, leaves, other vegetation, and litter debris caused by or resulting from such maintenance shall be promptly removed from any public or private street or alley adjacent to the property being maintained and shall be disposed of in a manner to prevent the material from blowing or falling from a maintenance truck, trailer or disposal container. Lawn clippings, leaves, other vegetation, and litter debris shall be removed from sidewalks, streets and street gutters, and alleys after mowing and edging is performed to prevent collection in the storm water system.

### **Section 11. Enforcement.**

A. If, in the opinion of the building official, any property owner or tenants have failed in any of the foregoing duties or responsibilities, then the town may give such person written notice of such failure and such person must within ten days after receiving such notice perform the maintenance required. Should any property owner fail to fulfill this duty and responsibility within such period, then the town shall:

(1) Revoke any building permits, certificates of occupancy, or other approvals or permits previously issued for the premises.

(2) Withhold approval for building permits, certificates of occupancy, and other permits or approvals relating to the premises.

(3) Have the right and power to enter onto the premises and perform care and maintenance. The property owner and tenants of any part of the premises on which such work is performed shall jointly and severally be liable for the costs of such work and shall promptly reimburse the town for such costs. If such property owner or tenant shall fail to reimburse the town within 30 days after receipt of a statement for such work from the town, the said indebtedness shall be a debt of all of said persons jointly and severally, and shall constitute a lien against the premises on which the work was performed. The lien may be evidenced by an affidavit of costs filed in the real property records.

B. Any person that intentionally, knowingly, recklessly, or with criminal negligence violates any of the provisions of this article shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed \$2,000.00 and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

### **Section 12. Bonding.**

When a property owner seeks a certificate of occupancy, the director of parks and recreation may, in his/her discretion, require a maintenance bond, letter of credit, personal undertaking, cash escrow, or other security acceptable to the director that guarantees and secures maintenance of newly installed landscape for a period not to exceed two years.

### **Section 13. Certificate of occupancy.**

It shall be unlawful to issue an occupancy permit prior to the approval and complete installation of the landscape and irrigation plans. However, for a variety of reasons, it is not always possible to complete the landscape installation as quickly as desired or needed. In such cases, an extension of time may be granted and a temporary certificate of occupancy may be issued for variable periods from 15 to 45 days.

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

### **SUMMARY:**

Council approval is requested of a 9-1-1 Wireless Service Agreement with MetroPCS Texas, LLC a wireless service provider to obtain the wireless number and location for 911 emergency calls.

### **FINANCIAL IMPACT:**

The Town receives an estimated \$60,000 a year from the state for wireless fees collected from wireless companies. The monthly recurring cost for MetroPCS will be an average of \$850.00 per month or \$10,200 a year.

### **BACKGROUND:**

Wireless companies are mandated to provide technology for phase one (wireless phone number) and phase two (the location by latitude and longitude) of 911 emergency calls made from a wireless phone. The Town of Addison has similar agreements with all wireless service providers in our area.

Attachment: Wireless E9-1-1 Service Agreement with MetroPCS

### **RECOMMENDATION:**

It is recommended Council authorize the city manager to enter into the agreement with MetroPCS.

## WIRELESS E9-1-1 SERVICE AGREEMENT

This Wireless E9-1-1 Service Agreement, including all Attachments appended hereto (“Agreement”), is entered into as of **September, 1st, 2008** (the “Effective Date”), by and between the **Town of Addison, Texas**, a Texas home rule city (“9-1-1 Governmental Entity”) and MetroPCS Texas, LLC, a Texas limited liability company (“WSP”), for the installation and provision of Phase I and Phase II E9-1-1 Service, in compliance with the FCC Order and other Applicable Law, as defined herein.

### RECITALS

A. Pursuant to the FCC Order and other Applicable Law, the FCC requires cellular and Broadband PCS licensees and certain other wireless licensees to (1) initiate action for the provision of Phase I E9-1-1 Service, which will enable such licensees to relay a caller’s mobile directory number information and the location of a cell site receiving a 9-1-1 call to the designated PSAP and (2) initiate action for the provision of Phase II E9-1-1 Service, which will enable the description of the Wireless End User’s physical location, according to the requirements and standards that the FCC has in effect pertaining to WSP.

B. Pursuant to Applicable Law, WSP acknowledges that it is a Wireless Service Provider and a provider of commercial mobile radio service (“CMRS”) and that wireless Phase I and Phase II enhanced 9-1-1 service (E9-1-1 Service) requirements apply to a CMRS provider in an area if (1) the 9-1-1 Governmental Entity requests such service in writing from such provider, (2) the relevant Public Safety Answering Point(s) (“PSAPs”) in that area are capable of receiving and utilizing the data elements associated with such service, and (3) a mechanism for the recovery of PSAP costs relating to the provision of such service is in place.

C. 9-1-1 Governmental Entity has (1) requested Phase I E9-1-1 Service in writing from WSP for each PSAP in the 9-1-1 Governmental Entity’s jurisdiction, (2) represented that the PSAPs are capable of receiving and utilizing the data elements associated with Phase I E9-1-1 Service, and (3) represented that 9-1-1 Governmental Entity has in place a mechanism for the recovery of reasonable costs relating to the provision of Phase I and Phase II E9-1-1 Service.

D. 9-1-1 Governmental Entity and WSP wish to implement Phase I and Phase II E9-1-1 Service according to the terms and conditions described herein and in accordance with the FCC Order and other Applicable Law.

In consideration of these premises and the mutual covenants and agreements hereinafter contained, the Parties hereby covenant and agree as follows:

The Attachments attached to and hereby incorporated into this Agreement are:

- |               |  |
|---------------|--|
| Attachment 1. | Phase I and II E9-1-1 Wireless Service Work Plan (the “Work Plan”) |
| Attachment 2. | Contact List   |
| Attachment 3. | Fee Schedule   |
| Attachment 4. | Standards  |

## ARTICLE I—DEFINITIONS

For the purposes of this Agreement (including all Attachments appended hereto), all capitalized terms shall be defined as set forth below or as otherwise defined in this Agreement:

1. 9-1-1 call  
A call on a Wireless Handset by a Wireless End User that is made by dialing the numbers “9-1-1” (and, as necessary, pressing the “Send” or analogous transmitting button).
2. 9-1-1 Governmental Entity  
The Town of Addison, Texas.
3. 9-1-1 Governmental Entity Jurisdiction  
The geographic coverage area in which 9-1-1 Governmental Entity provides emergency 9-1-1 Service; such area is described in maps and information to be provided by 9-1-1 Governmental Entity pursuant to the procedures set forth in the Work Plan.
4. 9-1-1 Network Provider  
The current operator of the Selective Router that provides the interface to the PSAP for 9-1-1 service within the 9-1-1 Governmental Entity Jurisdiction.
5. 9-1-1 Operator  
The PSAP operator receiving 9-1-1 calls.
6. 9-1-1 Service  
Defined as it is in Texas Health & Safety Code § 771.001.
7. Activation  
The act of “turning on,” or activating, E9-1-1 Service in an E9-1-1 Service Area, as described in the Work Plan attached to this Agreement.
8. Activation Date  
The date on which Activation takes place in an E9-1-1 Service Area, as described in the Work Plan. The Activation Date shall be after completion of satisfactory testing and documented by the 9-1-1 Governmental Entity.
9. Affiliate  
With respect to a Party, any related individual or related entity that directly or indirectly controls, is controlled by or is under common control with that Party. As used in this definition of *Affiliate*, *control* means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a related entity, whether through ownership of voting securities or partnership interests, by contract, or otherwise.
10. ALI Database  
An automatic location identification (ALI) database used to update the Call Back Number and the Cell Site/Sector Information of a Wireless Handset during a 9-1-1 call.

11. ALI Records  
Templates from the ALI Database that identify the Call Back Number and the Cell Site/Sector Information of Wireless Handsets during a 9-1-1 call.
12. Applicable Law  
Includes, but is not limited to, the Federal Telecommunications Act of 1996 (47 U.S.C. §§ 151 – 615b); the U.S. Code of Federal Regulations Title 47, Subchapter B, Part 20; relevant FCC Opinions and Orders (and including, without limitation, the FCC Order); and Texas Health & Safety Code Chapter 771, and all other laws, statutes, ordinances, rules, regulations, codes, orders, standards, and directives relating to the matters set forth herein.
13. Automatic Location Identification (ALI) Database  
A computer database used to update the Call Back Number information of Wireless End Users and the Cell Site/Sector Information of a Wireless Handset during a 9-1-1 call.
14. Broadband PCS  
Broadband Personal Communications Service or its equivalent, as described in Part 24 of Title 47 of the rules and regulations of the FCC, subpart E, as amended from time to time.
15. Call Back Number  
The MIN or MDN, whichever is applicable, that usually can be used by the PSAP to call back the Wireless Handset if a 9-1-1 call is disconnected. In certain situations, the MIN or MDN forwarded to the PSAPs may not provide the PSAP with information necessary to call back the Wireless Handset making the 9-1-1 call, including, but not limited to, situations affected by illegal or unauthorized use of CMRS.
16. Call Routing/Testing Validation Worksheet (CR/TVW)  
A worksheet used to ensure that PSAPs have the necessary data elements in order to make informed call routing decisions and to update their Computer Aided Dispatch (CAD) and mapping applications. The worksheet also provides MSC and the ALI Database the information they need in order to fulfill the PSAP data and display requirements.
17. Cell Site  
A transmitter/receiver location, operated by WSP in the E9-1-1 Service Area that receives and transmits wireless communications originating from and terminating to a Wireless Handset.
18. Cell Sector  
An area, geographically defined by WSP (according to WSP's own radio frequency coverage data), and consisting of a certain portion of all of the total coverage area of a Cell Site.
19. Cell Site/Sector Information

Information that indicates, to the receiver of the information, the location of the Cell Site receiving a 9-1-1 call, and which may also include additional information regarding a Cell Sector.

20. Cell Sector Identifier

The unique numerical designation used to identify a particular Cell Sector.

21. Commercial Mobile Radio Service (CMRS)

Defined as it is in Applicable Law, including, without limitation, 47 U.S.C. § 20.9.

22. E9-1-1 Service

Defined as it is in Applicable Law, and including specifically 47 C.F.R. § 20.18. As generally used, and unless the /context clearly indicates otherwise, the term includes both Phase I E9-1-1 Service and Phase II E9-1-1 Service.

23. E9-1-1 Service Area

Those geographic portions of 9-1-1 Governmental Entity's Jurisdiction in which WSP is authorized to provide CMRS. Collectively, all such geographic portions of the 9-1-1 Governmental Entity's Jurisdiction subject to this Agreement shall be referred to herein as the "E9-1-1 Service Area."

24. Emergency Service Number (ESN) Routing Codes

A number stored by a Selective Router used to route a call to a particular PSAP.

25. ESRD/ESRK

A 10-digit number used for the purpose of selectively routing a 9-1-1 call to the appropriate PSAP. The Emergency Services Routing Digit (ESRD) identifies the Cell Site and Cell Sector of the call origination. The Emergency Services Routing Key (ESRK) dynamically identifies an ongoing 9-1-1 call in a given Cell Site and Cell Sector and correlates data that is provided to a PSAP by different paths, such as the voice path and the ALI data path. Both the ESRD and ESRK define a route to the proper PSAP. The ESRK alone, or the ESRD and/or MIN, is signaled to the PSAP where it can be used to retrieve from the ALI Database, the caller's call-back number, position, and the emergency service agencies associated with the caller's location. If a dialable number is used as an ESRD or ESRK, this number cannot be assigned to a Wireless End User.

26. FCC

The Federal Communications Commission.

27. FCC Order

The Federal Communications Commission Report and Order in CC Docket No. 94-102, the Memorandum Opinion and Order and any subsequent orders in that FCC proceeding.

28. 9-1-1 Governmental Entity

The Town of Addison, Texas.

29. Mobile Directory Number (MDN)

A 10-digit dialable directory number used to call a Wireless Handset.

30. Mobile Identification Number (MIN)  
A 10-digit number assigned to and stored in a Wireless Handset.
31. Mobile Switching Center (MSC)  
A switch that provides stored program control for wireless call processing.
32. Party or Parties  
The term “Party” shall refer to WSP and 9-1-1 Governmental Entity, individually. The term “Parties” shall refer to WSP and 9-1-1 Governmental Entity collectively.
29. Phase I E9-1-1 Service  
Defined as it is in Applicable Law, including, without limitation, 47 C.F.R. § 20.18, and as further described in this Agreement, that WSP shall provide to 9-1-1 Governmental Entity pursuant to the terms and conditions of this Agreement.
30. Phase II E9-1-1 Service  
Defined as it is in Applicable Law, including, without limitation, 47 C.F.R. § 20.18, and as further described in this Agreement, that WSP shall provide to 9-1-1 Governmental Entity pursuant to the terms and conditions of this Agreement.
35. Public Safety Answering Point (PSAP)  
Defined as it is in Texas Health and Safety Code § 771.001.
36. Service Control Point/Mobile Position Center (SCP/MPC)  
A database system used to provide translation, routing data and/or location coordinates for, among other things, E9-1-1 Service applications.
37. Selective Router  
A switching office placed in front of a set of PSAPs that allows the routing of 9-1-1 calls based on the ESRD/ESRK assigned to the call.
38. Vendor  
A third party used by either the 9-1-1 Governmental Entity or WSP to provide services hereunder.
39. Wireless Handset  
A wireless telecommunications connection (as defined in Tex. Health & Safety Code § 771.001) that is used on wireless equipment by a Wireless End User to make and receive real-time, two-way voice service.
40. Wireless Service Provider (WSP)  
Defined as it is in Texas Health and Safety Code § 771.001 and specifically includes the entity identified as WSP in this Agreement and all of its Affiliates.
41. WSP Subscribers

Any person or entity that receives CMRS from WSP and whose place of primary use, as determined by Texas Health & Safety Code § 771.0735, is within the 9-1-1 Governmental Entity's Jurisdiction.

42. Wireless End User

Any person or entity receiving CMRS from WSP.

## **ARTICLE II—E9-1-1 SERVICE**

E9-1-1 Service consists of two phases — Phase I E9-1-1 Service and Phase II E9-1-1 Service. WSP agrees to implement and provide Phase I E9-1-1 Service and Phase II E9-1-1 Service to 9-1-1 Governmental Entity in accordance with Applicable Law and this Agreement, including without limitation Attachment 1, the Phase I and Phase II E9-1-1 Wireless Service Work Plan and according to the Standards set forth in Attachment 4 and in FCC requirements. In providing E9-1-1 Service, WSP shall adhere to generally accepted industry standards, unless otherwise instructed by the 9-1-1 Governmental Entity.

## **ARTICLE III—COSTS AND REIMBURSEMENT**

9-1-1 Governmental Entity acknowledges that WSP will incur costs in installing, testing, providing and maintaining E9-1-1 Service within its E9-1-1 Service Area and hereby agrees to reimburse WSP for reasonable Phase I E9-1-1 Service costs incurred by WSP in accordance with the provisions of this Article III. WSP and 9-1-1 Governmental Entity agree that a mechanism necessary for 9-1-1 Governmental Entity to reimburse WSP for reasonable costs as provided in this Article III is already in place and, to the best of the Parties' knowledge, complies with all federal, state and local laws and regulations. Attachment 3, Fee Schedule, sets forth the agreed upon reimbursable costs and amounts. Notwithstanding anything to the contrary in this Article III or elsewhere in this Agreement, 9-1-1 Governmental Entity's obligation to reimburse WSP for reasonable costs is subject to it having the authority and sufficient funds appropriated and budgeted to pay the amounts due under this Agreement. If no such funds or an insufficient amount of such funds are appropriated and budgeted for any year of this Agreement, 9-1-1 Governmental Entity will notify WSP in writing and the Agreement may be modified or terminated, either in whole or in part, in accordance with Article IV.

WSP shall keep records of its costs for providing 9-1-1 emergency telephone service. WSP shall permit inspection of these records by the 9-1-1 Governmental Entity upon request and at the cost of the 9-1-1 Governmental Entity, but no more frequently than once per year. WSP agrees that any duly authorized representative of the 9-1-1 Governmental Entity, including its auditor or his representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of WSP, involving transactions related to this Agreement.

## **ARTICLE IV—TERM AND TERMINATION**

A. Term

The initial term of this Agreement shall commence on the Effective Date hereof and continue for a period of one (1) year (subject to the annual appropriation and budgeting of funds by the 9-1-1 Governmental Entity to pay the costs set forth herein and availability of encumbered funds), unless earlier terminated as provided in Section IV.B hereof or elsewhere in the Agreement. Thereafter, this Agreement shall automatically renew for successive one (1) year terms (subject to the annual appropriation and budgeting of funds by the 9-1-1 Governmental Entity to pay the costs set forth herein and availability of encumbered funds), unless and until either Party gives the other Party at least sixty (60) days advance written notice of termination or an invitation to renegotiate this Agreement prior to the conclusion of the then-current term, or unless earlier terminated as provided in Section IV.B hereof or elsewhere in this Agreement.

B. Modification and Termination

In addition to any rights of the Parties to modify or terminate this Agreement found elsewhere in this Agreement, the Parties may modify or terminate this Agreement before the end of the then-current term under the following circumstances:

1. If, at any time during the then-current term of this Agreement, it is determined that the Monthly Cost Reimbursement paid by the 9-1-1 Governmental Entity as set forth in Attachment 3, Fee Schedule, exceeds the actual reimbursable costs incurred by the WSP, then the WSP shall immediately notify the 9-1-1 Governmental Entity and the Parties shall negotiate a lower Monthly Cost Reimbursement to reflect such actual costs. Modification of the Agreement made pursuant to this subsection shall be in writing and executed by the Parties and shall be limited to establishing a new Monthly Cost Reimbursement.
2. WSP and 9-1-1 Governmental Entity may modify this Agreement with any such modification to be in writing and executed by the Parties:
  - a. Upon at least sixty (60) days written notice if there is a change in Applicable Law where, as a result of such change, the obligations of or the restrictions upon WSP or 9-1-1 Governmental Entity related to E9-1-1 Service are significantly modified. Modification(s) made pursuant to this subsection shall be limited to those necessary to make this Agreement consistent with the change in Applicable Law; or
  - b. Upon sixty (60) days written notice, if WSP should sell or otherwise dispose of all or a part of its interest in any of its Affiliates or facilities used in WSP's providing E9-1-1 Service in the 9-1-1 Governmental Entity Jurisdiction. Upon such an event, this Agreement may be modified only as appropriate to reflect such purchase, sale or disposition.
3. This Agreement shall terminate immediately (1) by mutual agreement of the Parties, set forth in writing, and executed by both Parties; (2) upon a change in Applicable Law where as a result of such change, the obligation of the WSP to

provide E9-1-1 Service is eliminated; or (3) upon WSP's cessation of provision of CMRS service in the 9-1-1 Governmental Entity's Jurisdiction.

4. Either WSP or 9-1-1 Governmental Entity may terminate this Agreement upon a material breach of this Agreement by the other Party, which breach remains uncured for thirty (30) days after written notice of the breach by the non-breaching Party.
5. However, notwithstanding any other provision in this Agreement, 9-1-1 Governmental Entity may terminate or suspend this Agreement without further notice in the event of a public emergency, as reasonably and solely determined by 9-1-1 Governmental Entity.

#### **ARTICLE V—CONFIDENTIAL INFORMATION**

The Parties hereby agree to abide by the confidentiality provisions set forth in applicable Texas law, especially as provided for in Texas Health and Safety Code §771.061 and §771.0711. To the extent permitted by law, rule, regulation, or order, the 9-1-1 Governmental Entity shall keep confidential information provided by WSP under this Agreement and identified as proprietary or confidential. Upon receiving a request for any WSP confidential information, the 9-1-1 Governmental Entity shall request an Attorney General Open Records Decision pursuant to the Texas Public Information Act, Ch. 552, Tex. Gov. Code as amended, and shall notify WSP concurrently with its request for the Attorney General decision. The 9-1-1 Governmental Entity shall not release any information identified by WSP as confidential until the Attorney General of Texas issues an Attorney General Open Records Decision resolving the request for such information or a final judicial decision is made or as otherwise provided by law. 9-1-1 Governmental Entity is not required to request an Open Records Decision regarding information designated as confidential for which there has been a prior determination by the Attorney General that the same information is public information.

#### **ARTICLE VI—LIMITATION OF WARRANTIES AND LIABILITY**

- A. **Limitation of Warranties**  
NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NO PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR ANY SERVICE (OR GOOD) PROVIDED UNDER THIS AGREEMENT. WSP PROVIDES A SERVICE UNDER THIS AGREEMENT AND NOT "GOODS" AS DEFINED IN THE UNIFORM COMMERCIAL CODE, AS ADOPTED IN TEXAS.
- B. **No Assumption of Liability**  
THE PARTIES ASSUME NO LIABILITY FOR ANY ACT OR OMISSION OF THE OTHER PARTY, BY VIRTUE OF ENTERING INTO THIS AGREEMENT.

- C. **Force Majeure**  
Neither Party shall be liable for failure to perform pursuant to this Agreement if such performance is precluded by acts or events beyond the Party's reasonable, good faith control, including, but not limited to: labor difficulties, strikes or embargoes, governmental mandates, civil commotion, wars, power failures, fires, floods, water, earthquakes, volcanic activity, explosions and any other acts of God.
- D. **No Consequential Damages**  
Except as otherwise provided in this Agreement, each Party agrees that the other Party shall in no event be liable for, and each Party expressly waives its right to claim, any, special, collateral, punitive, incidental or consequential damages (including, but not limited to, lost profits) directly or indirectly arising out of or in connection with performance or nonperformance of the services to be provided under this Agreement.

#### **ARTICLE VII—INSURANCE**

WSP shall maintain general liability insurance policies in an amount of not less than two million dollars (\$2,000,000) aggregate per occurrence, and workers' compensation policies as required by Texas law. WSP may self-insure.

#### **ARTICLE VIII—DISPUTE RESOLUTION; JURISDICTION; GOVERNING LAW**

This Agreement shall be governed by Texas law and all applicable FCC rules and orders; and, with respect to any conflict of law provisions, the Parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement. The Parties hereby agree to work in good faith with each other to resolve any disagreements and negotiations prior to 9-1-1 Governmental Entity or WSP taking any formal action (e.g., the filing of a lawsuit), unless such formal action is deemed necessary by a Party to enforce compliance with this Article, to toll the statute of limitations or to avoid losing any rights or remedies in connection with this Agreement, or to seek an injunction until they have exhausted the procedures set out in this Article. Venue for any action or claim arising out of this Agreement shall be and lie exclusively in Dallas County, Texas.

#### **ARTICLE IX—MISCELLANEOUS PROVISIONS**

- A. **Compliance with Law**  
The Parties shall at all times comply in all material respects with Applicable Law applicable to the performance of this Agreement, including, but not limited to FCC rules and orders and Texas law and rules.
- B. **Agency**  
Neither Party is authorized to act as an agent for, or legal representative of, the other Party, nor has authority to assume or create any obligation on behalf of, in the name of, or that shall be binding upon, the other Party..

C. Notifications

Notices and requests required by and given in connection with this Agreement shall be in writing and deemed given as of the day they are received by (a) hand delivery, (b) overnight delivery service, or (c) in the United States mails, postage prepaid, certified and return receipt requested, and addressed as follows:

To WSP:

MetroPCS Texas, LLC  
Attn: Jonathan Phelps  
4<sup>th</sup> Floor  
2250 Lakeside Blvd  
Richardson, TX 75082  
Telephone: (214) 570-5370

To 9-1-1 Governmental Entity:

Town of Addison Police Department  
Chief of Police  
4799 Airport Pkwy, Addison, Texas 75001  
Mailing Address: PO Box 9010 Addison, TX 75001-9010

or to such other address as the Party to receive the notice or request designates by written notice to the other Party.

D. Assignment

The Parties to this Agreement may not and have no authority to assign, transfer, pledge, or otherwise convey (together, “assign” or “assignment”) any of their rights nor delegate any of their duties or obligations under this Agreement without the prior written consent of the other Party (which consent shall not be unreasonably withheld), except that 9-1-1 Governmental Entity may assign this Agreement to a successor governmental entity and except that WSP may assign its rights or delegate its duties under this Agreement to any of its Affiliates, to the surviving business entity into which WSP is merged or with which WSP is consolidated, or to a purchaser of substantially all of the assets of WSP without 9-1-1 Governmental Entity’s written consent; however, under such assignment by WSP, WSP shall notify the 9-1-1 Governmental Entity of the assignment prior to the effective date of the assignment (and within at least 15 days prior to the effective date, if practicable). Any assignment by WSP shall be signed by the assignee and provide in writing that the assignee shall abide by and be subject to all of the terms and conditions of this Agreement, and upon the request of the 9-1-1 Governmental Entity, WSP shall provide the 9-1-1 Governmental Entity with a copy of such assignment. All the terms and provisions of this Agreement will be binding upon and inure to the benefit of and be enforceable by the Parties and their respective permitted successors and assigns.

E. Entire Agreement; Amendment

This Agreement, together with all Attachments, shall constitute the entire agreement between the Parties and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the Parties with respect to the installation and provision of E9-1-1 Service. Except as otherwise provided herein, this Agreement may not be modified or amended other than by a written instrument executed by both Parties.

F. Severability

If any provision of this Agreement is held invalid, illegal or unenforceable, for any reason, then, to the full extent permitted by law, (a) all other provisions hereof will remain in full force and effect and will be liberally construed in order to carry out the intent of the Parties as nearly as may be possible, (b) such invalidity, illegality or unenforceability will not affect the validity, legality or enforceability of any other provision hereof, and (c) any court or arbitrator having jurisdiction thereover will have the power to reform such provision to the extent necessary for such provision to be enforceable under Applicable Law.

G. Headings

The headings of the clauses in this Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

H. No Third Party Beneficiaries

The provisions of this Agreement are for the benefit of the Parties and not for any other person, including, but not limited to, Wireless End Users. Nothing express or implied in this Agreement shall provide any person not a Party hereto with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing without reference hereto.

I. Waiver

Failure of any Party to enforce any provision of this Agreement shall not be construed as a waiver of that provision or the right to enforce it or any other provision. No waiver, either express or implied, by any Party with regard to any breach of any term, condition or obligation of this Agreement shall be construed as a waiver of any subsequent breach of that or any other term, condition or obligation of this Agreement.

J. Survival

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding confidential information, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination thereof.

K. Joint Work Product

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its

terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

L. Intellectual Property/No License of Name

Any intellectual property which originates from or is developed or owned by a Party shall remain in the exclusive ownership of that Party. Unless the Parties otherwise agree in writing, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property presently or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. This Agreement shall also not constitute a license to the other Party's trade or common name. Neither Party shall have the right to use the other Party's trade or common name or trademarks (including, but not limited to, any logos) in any way whatsoever without the prior written consent of the other Party.

M. Counterparts

This Agreement and any related documents and any amendments hereto or thereto may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. The Parties hereto agree to accept facsimile signatures to evidence the execution of this Agreement and/or the related agreements, provided that original signatures be sent immediately by the executing Party to the other Parties by overnight courier or hand delivery.

N. Advertising; Publicity

Neither Party shall use the other Party's names, marks, codes, drawings or specifications in any advertising, promotional efforts or any publicity of any kind without the prior written permission of such other Party.

This Agreement is executed and effective as of the date first written above.

**Town of Addison**

**MetroPCS Texas, LLC**

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

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

Printed Name:

Printed Name:

Title:

Title:

Date \_\_\_\_\_

Date \_\_\_\_\_

## **Attachment 1**

### **E9-1-1 WIRELESS SERVICE WORK PLAN**

#### **E9-1-1 Wireless Service Work Plan**

The E9-1-1 Wireless Service Work Plan must contain the following elements:

1. Responsibilities of WSP

It shall be WSP's responsibility, in cooperation with 9-1-1 Governmental Entity and necessary third parties (including, but not limited to, Vendors, 9-1-1 Network Provider, SCP/MPC software developers and hardware providers, and other suppliers and manufacturers), and as required by Applicable Law, to implement and provide E9-1-1 Service to 9-1-1 Governmental Entity in the agreed upon manner within the E9-1-1 Service Area. This shall include the following:

- a) participating in network design;
- b) causing its network elements (such as the MSC and related data links and trunks) to be installed;
- c) operating, maintaining and provisioning these network elements;
- d) facilitating or participating in the development of an implementation plan which will establish target dates for actions necessary for installation, test/verification, and Activation of E9-1-1 Service;
- e) acquiring necessary software and equipment;
- f) helping to form routing decisions and resolve routing trouble;
- g) billing 9-1-1 Governmental Entity for the NRE Costs and Monthly Recurring Costs (as such terms are defined in Attachment 3, Fee Schedule, to this Agreement),;
- h) entering into necessary interconnection agreements for interconnecting the MSC to Selective Routers and, if necessary, for interconnecting the SCP/MPC;
- i) working with 9-1-1 Governmental Entity and, if necessary, Vendor to establish internal performance measures, including, but not limited to, statistics for call volumes, traffic studies, call set-up times, error and/or trouble resolutions and other critical measurements;

- j) working with the 9-1-1 Governmental Entity in the assignments of ESRDs/ESRKs and associated ALI Database records;
- k) coordinating or participating in the adds, changes and deletions of database records in appropriate databases, including, but not limited to ALI Database and Selective Router;
- l) providing 9-1-1 Governmental Entity notification of scheduled outages that could impact WSPs ability to provide 9-1-1 service at least 48 hours prior to such outages. In the event of any unscheduled outages that impact WSPs ability to provide 9-1-1 service, WSP shall provide 9-1-1 Governmental Entity immediate notification of such outages;
- m) coordinating and/or facilitating wireless maintenance activities including, but not limited to:
  - (1) creation of a CR/TVW;
  - (2) new Cell Site adds (post deployment);
  - (3) changing the number of Cell Sectors on a tower (*e.g.*, going from omni to 2 or 3 sectors, etc.);
  - (4) changing the orientation of Cell Sectors to an extent that it may affect call routing decisions or change the display of Cell Sector information to be displayed to the PSAP;
  - (5) re-homing of Cell Sites;
  - (6) new air interface technologies including upgrades to next generations of the same interface (*e.g.*, CDMA to 1xEV-DV);
  - (7) changing Vendors; and
  - (8) supporting resolution of trouble calls (*e.g.*, no-record found, calls routed on Call Back Number, misrouted calls) that are less than fifteen (15) days old with an established documented trouble reporting mechanism and process; and
- n) cooperating with the City in the selection of the data element delivery solution as outlined below in Section 4 of this Attachment 1.

## 2. Responsibilities of 9-1-1 Governmental Entity

It shall be 9-1-1 Governmental Entity's responsibility to work with WSP and, where necessary, with third parties (including, but not limited to, Vendors, 9-1-1 Provider/LEC, SCP/MPC software developers and hardware providers, and other suppliers and manufacturers) for the successful implementation and provision of E9-1-1 Service. This shall include the following:

- a) providing 9-1-1 Governmental Entity Jurisdiction map boundaries, helping to form call routing criteria, forming and implementing data management processes of jurisdiction routing changes;
- b) participating in the development of an implementation plan which will establish target dates for actions necessary for installation and Activation of E9-1-1 Service;
- c) providing and verifying needed data about each PSAP's existing infrastructure and any other information necessary (*e.g.*, CR/TVW) for successful installation, maintenance and provision of E9-1-1 Service;
- d) identifying appropriate ESN Routing Codes;
- e) informing third-party vendors, such as Computer Aided Dispatch (CAD) providers, of data to be delivered with 9-1-1 calls for coordination with PSAP premise-based systems;
- f) augmenting the trunks, when necessary, as agreed upon by parties, between a Selective Router and any PSAP;
- g) ensuring that all PSAP premises equipment is equipped to receive E9-1-1 Service;
- h) informing WSP of any 9-1-1 Governmental Entity system changes that may affect E9-1-1 Service;
- i) providing that necessary changes, modifications and/or updates are made for successful receipt of ALI Records;
- j) training 9-1-1 Operators to understand the data that they will receive about 9-1-1 calls in connection with E9-1-1 Service;
- k) supporting all testing/verification activities to be undertaken by WSP, or Vendor or third party, if applicable, in relation to this Agreement including, but not limited to, reviewing of WSP's CR/TVW and notifying WSP of any necessary changes;
- l) participating in the creation of a trouble reporting mechanism and associated trouble resolution process; and
- m) cooperating with WSP in the selection of the data element delivery solution as outlined below in Section 4 of this Attachment 1.

### 3. Responsibilities of Third Parties

The Parties acknowledge that successful and timely provision of E9-1-1 Service may be dependent on the timely performance of third parties, including, but not limited to, actions that must be completed by a Vendor, the 9-1-1 Network Provider, SCP/MPC software developers and hardware providers, and various other suppliers and manufacturers. This acknowledgment, however, does not relieve either Party of its obligation and responsibility to comply with Applicable Law, including, without limitation, FCC rules and orders and Texas law or rules, including the obligation and responsibility to negotiate an appropriate agreement with such a Vendor or third party to ensure appropriate compliance with Applicable Law, including, without limitation, FCC rules and orders and Texas law or rules.

#### 4. Delivery of Data Elements

WSP shall deliver the data elements necessary for E9-1-1 Service through one of three different technological solutions. The solution shall be agreed upon by both Parties. The Parties shall choose one of the following options:

- a) SS7/ISUP signaling: WSP will deliver the twenty digits of information necessary for completion of E9-1-1 Service by sending SS7 signaling message in ISUP format to the 9-1-1 Network Provider;
- b) Feature Group D: WSP will deliver the twenty digits of information necessary for completion of services to the 9-1-1 Network Provider in the standard format required.
- c) SCP/MPC: WSP will route (which routing may be through a third party) all necessary information directly to the 9-1-1 Governmental Entity's ALI Database through a signal control point/mobile position center (NCAS). When this option is agreed to by the Parties because WSP can or will only provide an NCAS solution, WSP shall be responsible for presenting the data in such a way that it will display at the PSAP the MDN in the telephone number field and the Cell Site/Section Information in the pilot number field.

For purposes of this Agreement the Parties agree to option **c**).

<p><b>Attachment 2</b></p> <p><b>CONTACT LIST</b></p>
---

**Phase I and Phase II E9-1-1 Service Contacts List**

WSP and 9-1-1 Governmental Entity will exchange and periodically update a contact and escalation list to include name, mailing address and a 24x7 contact number.

**9-1-1 Governmental Entity**

Billing Contact

Joni Ramsey  
Assistant to Police Chief  
(972) 450-7122

Database and Operations Contact

Management Contact

Ron Davis  
Chief of Police  
(972) 450-7100

24 x 7 Contact

**Wireless Service Provider**

Billing Contact

Sr. Financial Analyst  
Jonathan Phelps  
2250 Lakeside Blvd  
Richardson, TX 75082  
(214) 570-5370

Database and Operations Contact

Network Operations Center  
(469) 241 - 3699

Management Contact

Director of Fixed Network  
Greg Trant  
6501 Windcrest Dr., Ste. 150  
Plano, TX 75024  
(469) 241-3663

24 x 7 Contact

**Attachment 3**

**FEE SCHEDULE**

**FEE SCHEDULE**

The following have been determined to be Phase I recoverable costs. This fee schedule sets forth the services, the applicable charges and payment procedures.

A. Identification of Costs.

1. Non-recurring Engineering Costs (NRE Costs)

9-1-1 Governmental Entity acknowledges that WSP may incur various costs associated with WSP's initial development and deployment of Phase I E9-1-1 Service in the 9-1-1 Governmental Entity's Jurisdiction (the "NRE Costs"). Allowable NRE Costs are further identified in Attachment 5.

2. Monthly Recurring Costs ("MRCs")

9-1-1 Governmental Entity acknowledges that WSP may incur various on-going costs related to the provision of Phase I E9-1-1 Service (the "Monthly Recurring Costs" or "MRCs"). Allowable MRCs are further identified in Attachment 5.

B. Billing and Payment:

1. NRE Costs

a) 9-1-1 Governmental Entity agrees to reimburse WSP its reasonable NRE costs in the form of a one-time "NRE Fee" that is to be paid to WSP as scheduled below in subparagraph 4 ("Payment Schedule") of this paragraph B, upon acceptance of Phase I and Phase II E9-1-1 Service by the WSP. Parties agree that the portion of WSP's NRE Fee attributable to 9-1-1 Governmental Entity is calculated as the amount equal to the "NRE Cost Per WSP Subscriber" times the number of WSP Subscribers on September 1, 2008, in the 9-1-1 Governmental Entity's Jurisdiction as calculated in good faith by WSP and provided in WSP's Detailed Cost Information (Attachment 5);

b) If WSP's NREs are attributable to the provision of Phase I E9-1-1 Service to more than one E9-1-1 Service Area, or to providers of E9-1-

- 1 service other than 9-1-1 Governmental Entity hereunder, the Parties agree that those costs scheduled below in subparagraph 4 (“Payment Schedule”) hereof shall be properly apportioned as to the NREs associated with the provision of the Phase I E9-1-1 Service under this Agreement, and WSP agrees to give to 9-1-1 Governmental Entity documentation showing how such costs are apportioned.
- c) If this Agreement covers more than one E9-1-1 Service Area, the Parties have agreed, as set out in subparagraph 4 (“Payment Schedule”), to apportion the reasonable Phase I NREs among such areas on the basis of WSP subscribers with one of the following--(1) the mailing addresses, (2) the billing address, (3) the ESRD’s lying within each such service area, or (4) such other method as the Parties may agree upon.
  - d) WSP and City agree that this Agreement applies solely to the Phase I and Phase II E9-11 Service Area defined as the municipal boundaries of 9-1-1 Governmental Entity.
2. MRCs – 9-1-1 Governmental Entity shall reimburse WSP monthly within 31 days of receipt of billing by WSP, for the reasonable MRCs incurred. Reimbursement of the MRCs shall be the MRC Fee. The MRC Fee shall be calculated using the MRCs scheduled below in subparagraph 4 (“Payment Schedule”), in one of the following ways:
- a) An amount equal to the “MRC Cost per WSP Subscriber” multiplied by the number of WSP Subscribers that exist on September 1, 2008, in 9-1-1 Governmental Entity’s Jurisdiction as calculated in good faith by WSP and provided in the Detailed Cost Information (Attachment 5). The number of WSP Subscribers shall be calculated monthly by WSP (or such other time period as the Parties may agree upon in writing) and the MRC Fee adjusted accordingly to reflect any reduction or increase in the number of WSP Subscribers in 9-1-1 Governmental Entity’s Jurisdiction.
  - b) Such other method as the Parties may agree to herein as set out below in subparagraph 4 (“Payment Schedule”).
3. Interest will be assessed on any unpaid, undisputed amounts due from the 9-1-1 Governmental Entity and not paid to the WSP as of the due date. Interest shall be determined and calculated in accordance with Chapter 2251, Tex. Gov. Code.
4. Payment Schedule

For purposes of this Agreement, WSP and 9-1-1 Governmental Entity agree to payment of the following fees:

- (a) NRE Costs (one time costs) at the rate set forth below, payable within thirty (30) days of receipt of billing by WSP after the Activation Date:

*NRE Rate 0.00. MetroPCS does not seek NRE Cost Recovery*

- (b) The MRC Fee will be an amount equal to the “MRC Cost Per WSP Subscriber” times the number of WSP Subscribers, as calculated in good faith by WSP, that exist in 9-1-1 Governmental Entity’s Jurisdiction. The number of WSP Subscribers shall be calculated monthly by the WSP and the MRC Fee adjusted accordingly. MRC Fee shall be payable within thirty (30) days of 9-1-1 Governmental Entity’s receipt of billing by WSP. For purposes hereof, the MRC Cost Per WSP Subscriber is \$0.21.

Any invoices for services provided more than six (6) months prior to invoice receipt are deemed unreasonable and not subject to reimbursement pursuant to this Agreement.

4. Billing disputes shall be handled pursuant to the terms of this section.

- a) Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the sixty (60) calendar day period to reach resolution, then the aggrieved Parties may pursue dispute resolution in accordance with the terms of this Agreement.

- b) Once the billing dispute is resolved, payment or credit will be issued within ten (10) business days. If the dispute is resolved in favor of the billing Party, the billed Party will make payment of any of the disputed amount owed to the billing Party. If payment is not made within ten (10) business days, the billing Party shall have the right to pursue normal dispute resolution as set forth in this Agreement. Any credits due to the disputing Party pursuant to the billing dispute will be applied to the disputing Party’s account by the billing Party immediately upon resolution of the dispute and appear on the next invoice issued.

## Attachment 4

### STANDARDS

#### Standards

This attachment lists the required database, interface and technical standards.

#### Wireless Standards Reference

Wireless Issue	Standard	Source
CAS Call Associated Signaling	J-Std 34 NENA 03-002	TIA NENA Website
NCAS Non-Call path Associated Signaling	J-Std 34	TIA SCC Diagrams
Hybrid CAS/NCAS	J-Std 34 NENA 03-002	TIA NENA Website
Data Standards	NENA 02-001 (incorporates all previous versions)	NENA Website
Exceptions to CAS or NCAS (i.e. SALI)	None. Parties need to determine solutions	Provide description of re- direct or other exceptions as appropriate
Phase II/LDT	TR 45.2 (in progress)	TIA
TTY/TDD	Equal Access	ADA/ ACSEC Rule

<p><b>Attachment 5</b></p> <p><b>DETAILED COST INFORMATION</b></p>
--

**MetroPCS Texas, LLC**

**NRE Costs for Initial Deployment in 9-1-1 Governmental Entity's Jurisdiction**

Element	Quantity	Cost
A. Trunking		
B. Database		
<b>Total NRE Costs</b>		

**MRC Costs**

Element	Quantity	Cost
A. Trunking	2	39.00
B. Database	1	487.50
<b>Total MRC Costs</b>		

No. of Customers in Texas: 611,583  
 As of: 12/31/2008

**Breakdown by 9-1-1 Governmental Entity**

**NRE**

9-1-1 Entity	NRE	MRC
(insert Entity name)		
Trunks -		
Sites -		
(insert Entity name)		
Trunks -		
Sites -		

**MRC**

9-1-1 Entity	NRE	MRC
Addison Police		

<b>Dept.</b>		
Trunks -	2	39..00
Sites -	1	487.50
<b>(insert Entity name)</b>		
Trunks -		
Sites -		

## **Council Agenda Item: #R14**

### **SUMMARY:**

This item gives council the opportunity to review and consider auditor findings related to the audit of the Town's financial records for development of the 2008 comprehensive annual financial report.

### **FINANCIAL IMPACT:**

There is no financial impact associated with these items.

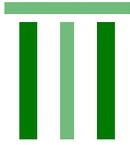
### **BACKGROUND:**

A part of every audit is an auditor's report on internal controls and report to management. These reports bring to management's attention areas of the Town's financial processes that can be improved to fully protect the Town's financial integrity. Attached are these reports that include the Town's responses to the auditor's findings.

We would again like to acknowledge the efforts of Jerry Gaither and Dale Jensen at Weaver and Tidwell. They were thorough in their audit and provided valuable assistance to the Town's accounting staff.

### **RECOMMENDATION:**

This item is informational and requires to council action. Staff will pursue the action items listed in the findings and appreciates any suggestions the council may wish to offer.



**WEAVER  
AND  
TIDWELL**

*L.L.P.*

CERTIFIED PUBLIC  
ACCOUNTANTS  
AND CONSULTANTS

Town Council  
Town of Addison  
Addison, Texas

We have audited the financial statements of the governmental activities, each major fund and the aggregate remaining fund information of Town of Addison as of and for the year ended September 30, 2008, and have issued our report thereon dated March 10, 2009. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

### **Internal Control Over Financial Reporting**

In planning and performing our audit, we considered Town of Addison's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on the internal control over financial reporting.

Our consideration of internal control over financial reporting was for the limited purpose described in the preceding paragraph and would not necessarily identify all deficiencies in internal control over financial reporting that might be significant deficiencies or material weaknesses. However, as discussed below, we identified a deficiency in internal control over financial reporting that we consider to be a significant deficiency.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or a combination of control deficiencies, that adversely affect Town of Addison's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of Town of Addison's financial statements that is more than inconsequential will not be detected by Town of Addison's internal control. We consider the deficiency described in the accompanying schedule to be a significant deficiency in internal control over financial reporting.

A material weakness is a significant deficiency, or combination of significant deficiencies that results in more than a remote likelihood that a misstatement of the financial statements will not be detected by Town of Addison's internal control.

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

WWW.WEAVERANDTIDWELL.COM

AN INDEPENDENT MEMBER OF  
BAKER TILLY  
INTERNATIONAL

OFFICES IN

DALLAS

FORT WORTH

HOUSTON

SAN ANTONIO

Town of Addison  
March 10, 2009

Page 2

Our consideration of the internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in the internal control that might be significant deficiencies and, accordingly, would not necessarily disclose all significant deficiencies that are also considered to be material weaknesses. However, we do not believe that the significant deficiency described above is a material weakness.

#### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Town of Addison's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We noted certain matters that we reported to management of Town of Addison in a separate letter dated March 10, 2009.

Town of Addison's response to the significant deficiency identified in our audit is described in the accompanying schedule. We did not audit Town of Addison's response and, accordingly, we express no opinion on it.

This report is intended for the information of the Town's Council and management and is not intended to be used and should not be used by anyone other than these specified parties.

Very truly yours,



WEAVER AND TIDWELL, L.L.P.

Dallas, Texas  
March 10, 2009

**TOWN OF ADDISON  
SEPTEMBER 30, 2008**

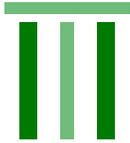
**Year End Close Process**

Finding: During the audit, there were 53 adjusting journal entries identified by management and Weaver and Tidwell. The effect of such entries led to inefficiencies in the audit process in evaluating and testing account balances during fieldwork. Substantially all of the entries were to correct bookkeeping errors or to make accruals and other adjustments that should have been made by the accounting department prior to the commencement of fieldwork.

Recommendation: We believe that a review and evaluation of transactions and proper monthly closing procedures would expedite the year-end closing and reduce audit time. We recommend the Town implement a year end close process to allocate reconciliation procedures to appropriate staff and that the review of reconciliations is adequate to determine the reconciliation was appropriately performed.

Managements Response: Turnover of staff in the Financial & Strategic Services Department contributed to the Financial Services Manager not being able to dedicate the time needed to review the reconciliations of the staff accountant. These reconciliations are performed on a monthly basis. However, some of the reconciliations had not been thoroughly researched to determine the appropriate journal entries to correctly record the financial transactions. Had the Financial Services Manager reviewed the reconciliations, he would have been able to correct the errors at that time instead of having to wait until the year-end close process. The full and accurate reconciliation of the Town's financial records is a fundamental duty of the Financial Services Manager and in the future this function will be performed prior to the Manager assuming other responsibilities.

**TOWN OF ADDISON, TEXAS**  
**MANAGEMENT RECOMMENDATIONS**  
**SEPTEMBER 30, 2008**



**WEAVER  
AND  
TIDWELL**

*L.L.P.*

CERTIFIED PUBLIC  
ACCOUNTANTS  
AND CONSULTANTS

March 10, 2009

Town Council and Management  
of the Town of Addison

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

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

In planning and performing our audit of the financial statements of the Town of Addison for the year ended September 30, 2008, we considered its internal control in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on internal controls and have issued a report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *governmental auditing standards* dated March 10, 2009.

Additionally, we evaluated the status of the comments from our audit of the previous year. These matters, which were considered by us during our audit of the financial statements and do not modify the opinion expressed in our report dated March 10, 2009, are presented in the following paragraphs.

**Retainage Payable**

**Finding:** In the course of performing audit procedures on construction in progress we noted instances where retainage was not being withheld on construction expenditures which is in violation of Town policy. We recommend management reviews the internal control system for the review and approval of construction expenditures to verify that retainage is being appropriately withheld from expenditures until completion of the project in compliance with Town policy.

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

WWW.WEAVERANDTIDWELL.COM

AN INDEPENDENT MEMBER OF  
BAKER TILLY  
INTERNATIONAL

OFFICES IN

DALLAS

FORT WORTH

HOUSTON

SAN ANTONIO

Town of Addison  
March 10, 2009

Page 2

Managements Response: The instances of failing to withhold the appropriate amounts from construction expenditures came during a time of turnover in the Financial & Strategic Services Department. Processes are now in place to limit the potential of this problem occurring in the future. Public Works staff now have a template they use to track contractor progress payments that include verifying retainage. The chief financial officer is responsible of ensuring retainage is withheld prior to final approval of payments.

### **Form I-9**

Finding: In the course of our payroll testing we noted that Town personnel were not completing all portions of the I-9 form. If the Town was to be audited by the Department of Labor (“DOL”) and portions of the form were not completed at the time of their audit, fines can range from \$100 to \$1,000 per instance of incompleteness (defined by the line, not the form). We recommend the Town perform a review of personnel files to verify that I-9 forms are appropriately completed, in compliance with DOL regulations.

Managements Response: Although the audit found that all employee records now include I-9 forms, there were a few instances where the forms were either incomplete or, in the case of employees working under visas, the form did not include an updated visa. These records have now been updated and the Human Resources department has put into place a process for performing internal audits of employee files to ensure that contain updated information.

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

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

### **Concluding Comments**

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

Town of Addison  
March 10, 2009

Page 3

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

*Weaver and Tidwell LLP*

WEAVER AND TIDWELL, L.L.P.

Town of Addison  
March 10, 2009

Page 4

### **STATUS OF PRIOR YEAR'S COMMENTS**

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

#### **Retainage Payable**

No issues of nonaccrual of retainage payable for capital expenditures were noted as of September 30, 2008. However, as noted above there were noted instances of retainage payable not being appropriately withheld from construction expenditures during the current period under audit.

#### **Form I-9**

As noted above, in performing additional testing of Form I-9's in the current audit period additional findings of noncompliance were noted.

## **Council Agenda Item: #R15**

### **SUMMARY:**

This item is for the approval of purchasing 230 water meters from Hersey Meter Company in the amount not to exceed \$47,000.00.

### **FINANCIAL IMPACT:**

Budgeted Amount:     \$100,000.00

Cost:                     \$47,000.00

Funds are available in the Meter Service Connections portion of the Utility Budget for FY 2008-2009.

### **BACKGROUND:**

After completion of the 2006 water meter audit Public Works staff found 75% of our water meters would need to be replaced in the next five years due to old age and high consumption. Monies were approved in the 2008-09 budget for the purchase of water meters that will replace over 400 meters. Included are 230 single family 1" water meters in the Grand II & III sub-divisions as part of our fifteen-year, one-inch and smaller meter change out program. The majority of the 170 water meters left to replace will be 1.5" & 2" multi-family and irrigation meters in the southwestern area of town. The purchase of the water meters from Hersey Meter Company will also include an electronic register that can be upgraded to an automatic meter reading network without replacing the meter.

### **RECOMMENDATION:**

Staff recommends approval to purchase 230 water meters from Hersey Meter Company in the amount not to exceed \$47,000.00.

## **Council Agenda Item: #R16**

### **SUMMARY:**

Council approval of a resolution is requested authorizing the City Manager to enter into an agreement with the City of Dallas to serve as the fiscal agent for the management and disbursement of grant funds in the amount of \$53,035 from the Edward Byrne Memorial Justice Assistance Grant Program (JAG) which were awarded to the Town of Addison under the American Recovery and Reinvestment Act of 2009. In return for serving as the fiscal agent for the Town, the Town agrees to transfer 7% of its grant award (\$3,712.45) to the City of Dallas for its administration of the grant.

### **FINANCIAL IMPACT and BACKGROUND:**

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) is a non-competitive grant awarded through the American Recovery and Reinvestment Act of 2009. There are no matching requirements on the part of the Town for accepting the money. For the purposes of simplifying the application process, the JAG Program permits the chief executive officer of one of the eligible units of local government in the disparate jurisdiction to submit a joint application for JAG Funds on behalf of the other eligible units of local governments in administering the JAG Funds. In Dallas County the fiscal agent selected is the City of Dallas.

The amount available to the Town is \$49,322.55 after deducting the administrative fee for the City of Dallas. Our plan is to use the money to purchase a Live Scan Fingerprint system for the jail, which is approximately \$30,000, and the remaining \$19,000 to purchase portable defibrillator devices to be carried in our patrol vehicles.

### **Recommendation:**

Staff recommends approval.

**GMS Application # 2009-F1816-TX-SU  
FISCAL AGENCY AGREEMENT FOR  
JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FUNDING  
PROVIDED UNDER THE AMERICAN RECOVERY  
AND REINVESTMENT ACT OF 2009**

**THIS AGREEMENT** (the “Agreement”), is made and entered into by and between the following parties:

The County of Dallas, Texas (the “County”) located at County Administration Building, 2nd Floor, 411 Elm Street, Dallas, Texas 75202, a corporate and political body recognized as a legal subdivision of the State of Texas pursuant to Article XI, Section 1 of the Texas Constitution; and

The City of Addison, Texas (“Addison”), located at Town Hall, 5300 Belt Line Road, Dallas, Texas 75254, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Balch Springs, Texas (“Balch Springs”), located at City Hall, 3117 Hickory Tree Road, Balch Springs, Texas 75180, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Carrollton, Texas (“Carrollton”), located at City Hall, 1945 East Jackson Road, Carrollton, Texas 75006, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Cedar Hill, (“Cedar Hill”), located at City Hall, 502 Cedar Street, Cedar Hill, Texas 75104, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Coppell, Texas (“Coppell”), located at City Hall, 255 Parkway Boulevard, Coppell, Texas 75019, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Dallas, Texas (“Dallas”), located at City Hall, Room 7DN, 1500 Marilla Street, Dallas, Texas 75201, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of DeSoto, Texas (“DeSoto”), located at City Hall, 211 East Pleasant Run Road, Suite A, DeSoto, Texas 75115, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Duncanville, Texas (“Duncanville”), located at City Hall, 203 East Wheatland Road, Duncanville, Texas 75138, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Farmers Branch, Texas (“Farmers Branch”), located at City Hall, 13000 William Dodson Parkway, Farmers Branch, Texas 75234, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Garland, Texas (“Garland”), located at City Hall, 200 North Fifth Street, 4th Floor, Garland, Texas 75046, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Glenn Heights, Texas (“Glenn Heights”), located at City Hall, 1938 S. Hampton, Glenn Heights, Texas 75154, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Grand Prairie, Texas (“Grand Prairie”), located at City Hall, 317 College Street, Grand Prairie, Texas 75050, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Irving, Texas (“Irving”), located at City Hall, 825 West Irving Boulevard, Irving, Texas 75060, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Lancaster, Texas (“Lancaster”), located at City Hall, 211 North Henry Street, Lancaster, Texas 75134, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Mesquite, Texas (“Mesquite”), located at City Hall, 1515 North Galloway Avenue, Mesquite, Texas 75149, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Richardson, Texas (“Richardson”), located at City Hall, 411 West Arapaho, Richardson, Texas 75080, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution.

The City of Rowlett, Texas (“Rowlett”), located at City Hall, 4000 Main Street, Rowlett, Texas 75088, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Seagoville, Texas (“Seagoville”), located at City Hall, 702 North Highway 175, Seagoville, Texas 75159, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution.

The aforementioned cities shall be referred to collectively in this Agreement as the “Cities.”

**WITNESSETH:**

**WHEREAS**, Part E of Title 1 of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, and the Edward Byrne Memorial Justice Assistance Grant Program (the “JAG Program”) authorize the Bureau of Justice Assistance (the “BJA”) to make funds (the “JAG Funds”) available to units of local government in order to support a broad range of activities to prevent and control crime and to improve the criminal justice system; and

**WHEREAS**, the County and the Cities are eligible for additional JAG Funds provided as a part of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (the “Recovery Act”) and have been certified by the BJA as a disparate jurisdiction; and

**WHEREAS**, for the purposes of simplifying the application process, the JAG Program permits the chief executive officer of one of the eligible units of local government in the disparate jurisdiction to submit a joint application for JAG Funds on behalf of the other eligible units of local governments within that jurisdiction and to act as the fiscal agent for those local governments in administering the JAG Funds; and

**WHEREAS**, the County and the Cities hereby agree to name a fiscal agent to administer and distribute the JAG Funds and to designate a share of each jurisdiction’s JAG Funds for administrative costs to be paid to the fiscal agent named below, prior to submission of the joint application for JAG Funds to the BJA; and

**WHEREAS**, the County and the Cities wish to name Dallas as the fiscal agent to administer and distribute the JAG Funds pursuant to the JAG Program; and

**WHEREAS**, a unit of local government may transfer up to ten percent (10%) of its allocation of JAG Funds for costs associated with administering the JAG Funds to the fiscal agent; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of the parties, that the undertaking will benefit the public, and that the share of the JAG Funds to each jurisdiction fairly compensates the parties for their respective functions under this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

**SECTION 1. PURPOSE**

This Agreement shall set forth the following: (A) the nature of the relationship between the County and the Cities and Dallas as fiscal agent for the County and the Cities; (B) the parties’ reporting, legal, and audit obligations; (C) the amount of JAG Funds initially allocated by the BJA to the County and the Cities (the “Initial Allocations”); (D) the amount of the grant administration fees to be paid to Dallas as the fiscal agent for both the County and the Cities; (E)

the allocation of JAG Funds for the County and the Cities after the grant administration fee has been deducted from the Initial Allocations (the “Final Allocations”); and (F) other rights and responsibilities of Dallas, the County, and the Cities with regard to Dallas’ application for, administration of, and distribution of the JAG Funds on behalf of the County and the Cities.

## **SECTION 2. FISCAL AGENT**

A. Dallas as Fiscal Agent. The County and the Cities do hereby agree that Dallas shall act as the fiscal agent for purposes of applying for, administering, and distributing the JAG Funds on behalf of both the County and the Cities. In consideration for Dallas acting as the fiscal agent for purposes of the JAG Program, the County and the Cities each agree to pay Dallas seven percent (7%) of their Initial Allocations for costs associated with administering the JAG Funds. Dallas further agrees to prioritize the expenditure of the grant administration fees to include the following activities: distributing the JAG Funds, monitoring the award, submitting reports to the BJA (including performance measures and program assessment data), and providing ongoing assistance to the County and the Cities as sub-recipients of the JAG Funds.

B. No Additional Funds. The County and the Cities agree that Dallas has no obligation to provide funds to the County and the Cities from any source other than the JAG Program and in any amount other than the Final Allocation of JAG Funds for each party as set forth in this Agreement regardless of whether the JAG Funds are sufficient to fully accomplish the priorities set forth in Section 2.A above. In the event a portion of the JAG grant administration fee remains upon completion of the project set forth in this Agreement, as determined by Dallas, Dallas may expend such funds on other eligible projects under the JAG Program at Dallas’s sole discretion.

## **SECTION 3. REPORTING, LEGAL, AND AUDIT REQUIREMENTS**

### A. Reports.

(1) Quarterly Reports. The County and the Cities agree to provide Dallas with quarterly financial and programming reports no later than seven (7) days after the last day of the calendar quarter that demonstrate the appropriate use and management of the JAG Funds in conformance with the JAG Program and the BJA guidelines.

(2) Annual Reports. The County and the Cities agree to provide Dallas with yearly performance reports in conformance with the JAG Program and the BJA guidelines.

B. Legal Requirements. The County and the Cities agree to act in accordance with all Office of Justice Programs financial guidelines and all of the requirements of the Recovery Act, including but not limited to: Non-Supplanting of State and Local Funds; Civil Rights Compliance; Anti-Lobbying Act; Financial and Government Audit Requirements, includes Single Audit Act Requirements; National Environmental Policy Act (NEPA); DOJ Information

Technology Standards; Compliance with Office of Justice Programs Financial Guide; Government Performance and Results Act (GPRA); Federal Funding Accountability and Transparency Act (FFATA) of 2006; Recovery Act Tracking, Reporting, Quick-Start Activities, Contracts, Limit on Funds, Wage Rate Requirements, Buy American, and Use of Funds in Conjunction with Funds from Other Sources.

C. Audit Requirements. The County and the Cities shall maintain records to demonstrate proper expenditure of JAG Program Funds and Dallas, as fiscal agent, has the right to review and audit any and all of such financial and programming records. The County and the Cities shall retain all such records for a minimum of three (3) years following completion of this Agreement. The County and the Cities must require that any of its contractors, subcontractors, vendors, or partner agencies allow Dallas to review and audit their financial records pertaining to any contracts they may have with the County or the Cities utilizing JAG Funds.

#### **SECTION 4. INITIAL ALLOCATIONS**

For 2009, the BJA has determined the Initial Allocation of JAG Funds for the parties to this Agreement as follows:

THE COUNTY	\$21,149.00
ADDISON	\$53,035.00
BALCH SPRINGS	\$78,089.00
CARROLLTON	\$124,617.00
CEDAR HILL	\$55,801.00
COPPELL	\$14,804.00
DALLAS	\$7,115,022.00
DESOTO	\$66,538.00
DUNCANVILLE	\$67,026.00
FARMERS BRANCH	\$32,374.00
GARLAND	\$324,394.00
GRAND PRAIRIE	\$251,673.00
GLENN HEIGHTS	\$17,082.00

IRVING	\$404,923.00
LANCASTER	\$87,199.00
MESQUITE	\$260,784.00
RICHARDSON	\$127,870.00
ROWLETT	\$33,676.00
<u>SEAGOVILLE</u>	<u>\$22,613.00</u>
<b>TOTAL</b>	<b>\$9,158,669.00</b>

#### **SECTION 5. FISCAL AGENT GRANT ADMINISTRATION FEES**

The County and the Cities agree to transfer grant administration fees equal to seven percent (7%) of each party's Initial Allocation of JAG Funds to Dallas, as fiscal agent for the County and the Cities as follows:

THE COUNTY	\$1,480.43
ADDISON	\$3,712.45
BALCH SPRINGS	\$5,466.23
CARROLLTON	\$8,723.19
CEDAR HILL	\$3,906.07
COPPELL	\$1,036.28
DALLAS	\$498,051.54
DESOTO	\$4,657.66
DUNCANVILLE	\$4,691.82
FARMERS BRANCH	\$2,266.18
GARLAND	\$22,707.58
GRAND PRAIRIE	\$17,617.11
GLENN HEIGHTS	\$1,195.74

IRVING	\$28,344.61
LANCASTER	\$6,103.93
MESQUITE	\$18,254.88
RICHARDSON	\$8,950.90
ROWLETT	\$2,357.32
<u>SEAGOVILLE</u>	<u>\$1,582.91</u>
<b>TOTAL</b>	<b>\$641,106.83</b>

## **SECTION 6. FINAL ALLOCATIONS**

The Final Allocations of JAG Funds are equal to the Initial Allocations less the transfer of the grant administration fees to Dallas. Each jurisdiction shall include in its JAG Program application the following Final Allocations of JAG Funds:

THE COUNTY	\$19,668.57
ADDISON	\$49,322.55
BALCH SPRINGS	\$72,622.77
CARROLLTON	\$115,893.81
CEDAR HILL	\$51,894.93
COPPELL	\$13,767.72
DALLAS	\$7,258,077.29
DESOTO	\$61,880.34
DUNCANVILLE	\$62,334.18
FARMERS BRANCH	\$30,107.82
GARLAND	\$301,686.42
GRAND PRAIRIE	\$234,055.89

GLENN HEIGHTS	\$15,886.26
IRVING	\$376,578.39
LANCASTER	\$81,095.07
MESQUITE	\$242,529.12
RICHARDSON	\$118,919.10
ROWLETT	\$31,318.68
<u>SEAGOVILLE</u>	<u>\$21,030.09</u>
<b>TOTAL</b>	<b>\$9,158,669.00</b>

#### **SECTION 7. TERM**

The term of this Agreement shall begin on the date the last signature of either the County or the Cities authorizing this Agreement is obtained and shall terminate upon final expenditure of the funds in accordance with the JAG Program.

#### **SECTION 8. AGENCY**

The County and the Cities agree and acknowledge that each entity is not an agent of any other entity and that each entity is responsible for its acts, forbearance, negligence, and deeds and each entity is responsible for those acts, forbearance, negligence, and deeds of its agents or employees in conjunction with performance under this Agreement.

#### **SECTION 9. INDEMNIFICATION**

The County agrees to be responsible for any liability or damages the County may suffer as a result of claims, demands, costs, or judgments, including all reasonable attorneys' fees, against the County arising out of any performance under this Agreement, or arising from any accident, injury, or damage, whatsoever, to any persons, or to the property of any persons or corporations occurring during the performance of this Agreement and caused by the sole negligence of the County, its agents, officers and employees.

Each City made a party to this Agreement agrees to be responsible for any liability or damages it may suffer as a result of claims, demands, costs, or judgments, including any reasonable attorneys' fees, against that respective City, arising out of any performance under this Agreement, or arising out of the performance of any services to be provided under this Agreement, or arising from any accident, injury, or damage, whatsoever, to any persons, or to the

property of any persons or corporations occurring during the performance of the Agreement and caused by the sole negligence of that respective City, their agents, officers, and employees.

The Cities and County agree that any liability or damages as stated above occurring during the performance of this Agreement caused by the joint or comparative negligence of their employees or officers shall be determined in accordance with comparative responsibility laws of the State of Texas.

#### **SECTION 10. FORMAL APPROVAL**

This Agreement is expressly subject to and contingent upon formal approval by the governing bodies of the County and each of the Cities.

#### **SECTION 11. NO THIRD-PARTY BENEFICIARY ENFORCEMENT**

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and any right of action relating to such enforcement shall be strictly reserved to the Cities and the County and nothing contained in this Agreement shall be construed to create any rights for any third parties.

#### **SECTION 12. NON-ASSIGNMENT**

The parties shall not sell, assign, transfer, or convey this Agreement, in whole or in part, without the prior written consent of the parties.

#### **SECTION 13. RESPONSIBILITY**

Dallas, the County, and the Cities shall each be responsible for the sole negligent acts of their officers, agents, employees, or separate contractors. In the event of joint and concurrent negligence of the parties to this agreement, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the parties under Texas law and without waiving any defenses of the parties under Texas law.

#### **SECTION 14. NOTICE**

Any notice, payment, statement, communication, report, or demand required or permitted to be given under this Agreement by any party to the another may be effected by personal delivery in writing or deposited in the U.S. mail by certified letter, return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party

may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

<u>To the County:</u>	The County Judge Judge Jim Foster Administration Building 2nd Floor 411 Elm Street Dallas, Texas 75202
<u>To Addison:</u>	Chief of Police, Ron Davis Addison Police Department 4799 Airport Parkway Addison, Texas 75001
<u>To Balch Springs:</u>	Chief of Police, Ed Morris Balch Springs Police Department 12500 Elam Road Balch Springs, Texas 75180
<u>To Carrollton:</u>	Chief of Police, David James Carrollton Police Department 2025 East Jackson Road Carrollton, Texas 75006
<u>To Cedar Hill:</u>	Chief of Police, Stephen Rhodes Cedar Hill Police Department 285 Uptown Boulevard, Building 200 Cedar Hill, Texas 75104
<u>To Coppell:</u>	Chief of Police, Roy L. Osborne Coppell Police Department 130 Town Center Coppell, Texas 75019
<u>To Dallas:</u>	Chief of Police, David Kunkle Dallas Police Department 1400 South Lamar Street Dallas, Texas 75215
<u>To DeSoto:</u>	Chief of Police, W.M. Brodnax DeSoto Police Department 714 East Belt Line Road DeSoto, Texas 75115

To Duncanville: Chief of Police, Robert Brown  
Duncanville Police Department  
P.O. Box 380280  
Duncanville, Texas 75138

To Farmers Branch: Chief of Police, Sid Fuller  
Farmers Branch Police Department  
3723 Valley View Lane  
Farmers Branch, Texas 75244

To Garland: Chief of Police, Mitch Bates  
Garland Police Department  
1891 Forest Lane  
Garland, Texas 75042

To Grand Prairie: Chief of Police, Glen Hill  
Grand Prairie Police Department  
801 Conover  
Grand Prairie, Texas 75051

To Glenn Heights: Chief of Police, Phillip Mark Prasifk  
Glenn Heights Police Department  
550 East Bear Creek Road  
Glenn Heights, Texas 75154

To Irving: Chief of Police, Larry Boyd  
Irving Police Department  
P. O. Box 152288  
Irving, Texas 75015

To Lancaster: Chief of Police, Keith L. Humphrey  
Lancaster Police Department  
1501 North Dallas Avenue  
Lancaster, Texas 75134

To Mesquite: Chief of Police, Derek Rohde  
Mesquite Police Department  
P.O. Box 850137  
Mesquite, Texas 75185

To Richardson: Interim Chief of Police, Jimmy L. Spivey  
Richardson Police Department  
P.O. Box 831078  
Richardson, Texas 75083

To Rowlett:

Chief of Police, Matt Walling  
Rowlett Police Department  
4401 Rowlett Road  
Rowlett, Texas 75088

To Seagoville:

Chief of Police, Patrick Stallings  
Seagoville Police Department  
600 North Highway 175  
Seagoville, Texas 75159

## **SECTION 15. GOVERNING LAW AND VENUE**

The obligations of the parties to this Agreement shall be performed in Dallas County, Texas, and venue for any legal action under this Agreement shall lie exclusively in Dallas County, Texas. In construing this Agreement, the laws and court decisions of the State of Texas shall control.

## **SECTION 16. LEGAL CONSTRUCTION**

In the case that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

## **SECTION 17. COUNTERPARTS**

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

## **SECTION 18. CAPTIONS**

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

**SECTION 19. AMENDMENTS; ENTIRE AGREEMENT**

This Agreement (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Agreement. This Agreement may be modified or amended only by written agreement of the parties, to be attached to and made a part of this Agreement.

**IN WITNESS WHEREOF**, by their signatures hereon each of the undersigned represents and warrants that they are the duly authorized agents of each entity and have full right and authority to enter into this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

The City of Addison, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_ Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**APPROVED BY THE  
CITY OF ADDISON:**

**RECOMMENDED BY:**

\_\_\_\_\_  
Ron Whitehead, City Manager

\_\_\_\_\_  
Ron Davis, Chief of Police

**APPROVED AS TO FORM:**

\_\_\_\_\_  
John Hill, City Attorney

## **Council Agenda Item: #R17**

### **SUMMARY:**

Consideration of a resolution authorizing the City Manager to enter into a Federal Aviation Administration Grant Agreement administered by the Texas Department of Transportation, to make airport improvements.

### **FINANCIAL IMPACT:**

The \$32.1 million grant will require a local match of \$3.2 million through fiscal year 2013. The Airport long-term financial plan that is reflected in the 2009 budget totals only \$2.2 million through 2013 and \$237,000 of that amount has been directed to address operational problems with the fuel farm. The Town's financial policies encourage the leveraging of local funds with intergovernmental grants, and no funding is more favorable than an FAA 90/10 grant. Over the next few years, the discrepancy will need to be addressed with increasing operating revenues or decreasing operating expenses. The General fund could also "loan" the Airport fund resources to meet matching requirements.

### **BACKGROUND:**

The Town of Addison is scheduled to receive an FAA grant for a project estimated to cost a total of \$32,099,500. Through an FAA grant administered by the Texas Department of Transportation, Aviation Department under the State Block Grant program, the project will consist of design and construction of pavement and drainage improvements for runway 15-33, various taxiways and miscellaneous electronic equipment replacements. The project designs are to be accomplished in FY 2009 and construction in phases beginning FY 2010/11 through 2013. The grant will require a ten percent local contribution with the FAA paying the remaining ninety percent.

Funds required for the Town's share of design costs and Memorandum of Agreement with the FAA is \$137,000 and is available in the Airport fund. The Town's share of the estimated construction costs of \$3,209,950 will be budgeted in the Airport fund for fiscal years 2010-13.

### **RECOMMENDATION:**

Staff recommends approval.

Attachments: Resolution

# Airport Grant Agreement for Federal & State Funding

## RESOLUTION

**WHEREAS**, the Town of Addison, hereinafter referred to as Sponsor, intends to make certain improvement to the Addison Airport; and

**WHEREAS**, the general description of the project is described as: Airport improvements consisting of design and construction of pavement improvements for runway 15-33, various taxiways and miscellaneous electronic equipment replacements and drainage improvements; and

**WHEREAS**, the Town of Addison intends to request financial assistance from the Texas Department of Transportation for these improvements; and

**WHEREAS**, total project costs are estimated to be \$32,099,500 and the Town of Addison will be responsible for 10% of the total project costs currently estimated to be \$3,209,950; and

**WHEREAS**, The Town of Addison names the Texas Department of Transportation as its agent for the purposes of applying for, receiving, and disbursing all funds for these improvements and for the administration of contracts necessary for the implementation of these improvements.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town of Addison hereby accepts funds from the Texas Department of Transportation for these improvements;

**AND, BE IT FURTHER RESOLVED**, that the Sponsor hereby directs Ron Whitehead, City Manager to execute on behalf of the Sponsor, at the appropriate time, and with the appropriate authorizations of this governing body, all contracts and agreements with the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the improvements to the Addison Airport.

---

Joe Chow, Mayor  
Town of Addison

---

Date

---

Lea Dunn, City Secretary  
Town of Addison

---

Date