



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

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## AGENDA

### REGULAR MEETING OF THE CITY COUNCIL

AND / OR

### WORK SESSION OF THE CITY COUNCIL

6:30 PM

APRIL 23, 2013

TOWN HALL

ADDISON TOWN HALL, 5300 BELT LINE, DALLAS, TX 75254  
(REVISED)

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### WORK SESSION

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Item  
#WS1 - Discussion and consideration of approval authorizing the City Manager to execute a change order with Landmark Structures to remove, transport and store nine wind turbines in an amount not to exceed \$17,500.

Recommendation:

Administration recommends approval.

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Item  
#WS2 - Discussion, consideration, and approval of personnel additions to the City Manager's Office and the Addison

Conference and Theatre Centre.

Attachment(s):

1. Amendment for Two Positions

Recommendation:

Administration recommends approval.

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## REGULAR MEETING

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### **Pledge of Allegiance**

Item #R1- Announcements and Acknowledgements regarding Town and Council Events and Activities

Introduction of Employees

Discussion of Events/Meetings

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Item #R2- Consent Agenda.

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#2a- Approval of Minutes for the April 9, 2013 Regular Council Meeting and April 11, 2013 Work Session and Special Meeting.

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#2b- Approval of a resolution that authorizes the Town of Addison to be or remain a member of a 150-member city coalition known as the Oncor Cities Steering Committee (OSCS), including the assessment of a ten cent (\$0.10) *per capita* fee to fund the activities of OSCS.

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Item #R3 Presentation by Kevin Castello, Executive Director of the Baylor Angel Network, to Town Council in appreciation for the Town's support of the Accelerated Ventures Program.

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Item #R4 **PUBLIC HEARING.** Public hearing on, and presentation, discussion and consideration of the annual approval of an ordinance of the Town establishing standards of care for youth recreation programs conducted by the Town for elementary age children ages 5 through 13; providing for compliance with Section 42.041(b)(14) of the Texas Human Resources Code.

Attachment(s):

1. Exhibit A Standards of Care

Recommendation:

Administration recommends approval.

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Item #R5 **PUBLIC HEARING.** Public hearing on, and presentation, discussion, and consideration of adoption of an Ordinance providing for the abandonment without warranty of the Town of Addison's easement interest in Sakowitz Drive for right-of-way (vehicular and pedestrian access) purposes only, and of approval of an easement granting utility and drainage rights to the Town in Sakowitz Drive.

Attachment(s):

1. Revised Sakowitzh Dr. Abandonment

Recommendation:

Administration recommends approval, subject to the final approval by the City Attorney.

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Item #R6 Presentation, discussion, and consideration of approval of a contract with Jesse James Creative, Inc. as the primary vendor for the Town of Addison's overall website redesign, and authorizing the City Manager (or his designee) to sign the contract.

Attachment(s):

1. Jesse James - Website - SOW
2. Jesse James - Website - Contract

Recommendation:

Administration recommends approval, subject to the final approval by the City Attorney.

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Item #R7 Discussion and consideration of action regarding  
- sponsorship of Addison residents and/or employees for the 25th class of Leadership Metrocrest.

Attachment(s):

1. Leadership Metrocrest Class 25 Application and Flyer
2. Leadership Metrocrest Scholarship Matrix - 2012

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Item #R8 Discussion and approval of contract for a replacement for  
- communications center equipment related to the P25 Radio Project. We will purchase the equipment from Watson Corporation on HGAC contract EC07-11. Replacement costs not to exceed \$68,000.

Recommendation:

Administration recommends approval.

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Item #R9 Presentation, discussion, and consideration of approval of  
- a multi-year Indefinite Delivery, Indefinite Quantities (IDIQ) Agreement with Jim Bowman Construction Co., L.P., of Plano, Texas in an amount not to exceed \$320,000 to perform maintenance activities related to street maintenance, and authorizing the City Manager (or his designee) to sign the Agreement.

Recommendation:

Administration recommends approval.

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Item #R10 - Presentation, discussion, and consideration of the approval of an agreement for engineering design for a mid-block ADA crossing at Beltway and Les Lacs with Grantham & Associates, Inc., in the amount of \$7,625.00, and authorizing the City Manager or his designee to sign the Agreement.

Recommendation:

Administration recommends approval.

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Item #R11 - Presentation and Discussion regarding the Fiscal Year 2012-2013 Strategic Plan Update.

Attachment(s):

1. Strategic Plan Update - Second Quarter
- 

Item #R12 - Discussion and consideration of approval authorizing the City Manager to execute a change order with Landmark Structures to remove, transport and store nine wind turbines in an amount not to exceed \$17,500.

Recommendation:

Administration recommends approval.

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Item #R13 - Discussion, consideration, and approval of personnel additions to the City Manager's Office and the Addison Conference and Theatre Centre.

Attachment(s):

1. Amendment for Two Positions

Recommendation:

Administration recommends approval.

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Item  
#ES1 - Closed (Executive) session of the Addison City Council pursuant to Section 551.074, Texas Government Code, to deliberate the evaluation of the City Manager.

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Item  
#R14 - Discussion and consideration of a Resolution approving compensation for the City Manager.

Attachment(s):

1. Draft Resolution

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Adjourn Meeting

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Posted:

Chris Terry, 04/19/13, 6:00pm

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

## **Council Agenda Item: #WS1**

**AGENDA CAPTION:**

Discussion and consideration of approval authorizing the City Manager to execute a change order with Landmark Structures to remove, transport and store nine wind turbines in an amount not to exceed \$17,500.

**FINANCIAL IMPACT:**

This item will necessitate a budget amendment.

**BACKGROUND:**

The Mayor requested this item be placed on the Work Session and Regular Agenda.

**RECOMMENDATION:**

Administration recommends approval.

**COUNCIL GOALS:**

Mindful Stewardship of Town Resources

**ATTACHMENTS:**

Description:

Type:

No Attachments Available

## Council Agenda Item: #WS2

**AGENDA CAPTION:**

Discussion, consideration, and approval of personnel additions to the City Manager's Office and the Addison Conference and Theatre Centre.

**FINANCIAL IMPACT:**

See attachment.

**BACKGROUND:**

See attachment.

**RECOMMENDATION:**

Administration recommends approval.

**COUNCIL GOALS:**

Continue to attract, hire, develop, and retain great employees

**ATTACHMENTS:**

Description:

 [Amendment for Two Positions](#)

Type:

Backup Material

## Budget Amendment – Personnel Changes

April 18<sup>th</sup>, 2013

### For Mark Gooch

- Need Salary information (range, etc.) for this position
  - § **The salary range for this position is \$61,881.30 – \$92,854.58 annually**
- FYI: this position will be paid for 50/50 between Hotel Fund/Visitor Services and CMO/General
  - QUESTION: what is the remaining amount for the rest of the budget year for the salary if we started at the beginning of the pay period?
    - § **The remaining salary amount to be paid for the fiscal year would be \$26,690.56**
  - QUESTION: what is the above amount annualized?
    - § **The annual salary amount would be \$61,881.30**
  - QUESTION: how much will the CMO need to cover that amount above?
    - § **The CMO portion for the remainder of the fiscal year would be \$13,345.28**
  - FOR THE ABOVE QUESTIONS: this is just for salary, it does not include benefits

### For Joseph Tautges

- QUESTION: what is the remaining amount for the rest of the budget year for the salary if we started at the beginning of the next pay period?
  - § **The remaining salary amount to be paid for the fiscal year would be \$13,690.40**
- QUESTION: what is this amount annualized?
  - § **The annual salary amount would be \$31,740.80**
- FOR THE ABOVE QUESTIONS: this is just for salary, it does not include benefits

## Council Agenda Item: # R 2a

**AGENDA CAPTION:**

Approval of Minutes for the April 9, 2013 Regular Council Meeting and April 11, 2013 Work Session and Special Meeting.

**FINANCIAL IMPACT:**

N/A

**BACKGROUND:**

N/A

**RECOMMENDATION:**

N/A

**COUNCIL GOALS:**

N/A

**ATTACHMENTS:**

Description:

- 📎 [April 9 Minutes](#)
- 📎 [April 11 Minutes](#)

Type:

Backup Material  
Backup Material

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

April 9, 2013

6:00 PM - Town Hall

Addison Town Hall, 5300 Belt Line, Dallas, TX 75254 Starting Times:

Work Session 6:00PM, Regular Meeting 7:30PM

Upstairs Conference Room

Council Members Present:

Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Absent:

None

**Work Session**

Item #WS1 - Presentation and discussion of an update on the completion schedule for the Surveyor Elevated Storage Tank.

Item #WS2 - Discussion regarding placement of sculpture within the Town and the Public Art Policy.

\_\_\_\_\_

Mayor-Todd Meier

Attest:

\_\_\_\_\_

City Secretary-Chris Terry

# OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL REGULAR MEETING

April 9, 2013

6:00 PM - Town Hall

Addison Town Hall, 5300 Belt Line, Dallas, TX 75254 Starting Times:

Work Session 6:00PM, Regular Meeting 7:30PM

Chris Terry, 04/05/13, 5:00pm

Council Members Present:

Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Absent:

None

## **REGULAR MEETING**

Item #R1 - Announcements and Acknowledgements regarding Town and Council Events and Activities

Item #R2 - Consent Agenda

#2a - Approval of the Minutes for the March 26, 2013 Regular Council Meeting Agenda.

A motion to Approve was made by Council Member Blake Clemens.

The motion was seconded by Council Member Neil Resnik.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Voting Nay: None

Item #R3 - Discussion and consideration of approval of appointment of a Member to the Planning and Zoning Commission.

Carmen Moran, Director of Development Services, spoke on this item.

A motion to Approve was made by Council Member Bruce Arfsten.

The motion was seconded by Mayor Todd Meier.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Voting Nay: None

Item #R4 - PUBLIC HEARING Case 1665-SUP/Blue Mesa. Public hearing, discussion, and consideration of approval of an ordinance changing the zoning on property located at 14866 Montfort Drive, which property is currently zoned PD - Planned Development through Ordinance 084-076, by approving for that property a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, on application from Blue Mesa Restaurant, represented by Mr. Duc Le, General Manager. The Addison Planning and Zoning Commission, meeting in regular session on March 28, 2013, voted to approve the request for approval of an ordinance changing the zoning on property located at 14866 Montfort Drive, which property is currently zoned PD - Planned Development through Ordinance 084-076, by approving for that property a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, subject to the following conditions: The applicant shall revise the landscaping plans for the center to reflect the following changes/additions: Street frontage on Montfort requires three additional trees Perimeter parking lot, northeast of proposed Blue Mesa site, requires four shade trees and 45 shrubs Show existing conditions and removal for the patio to be added Railroad-tie planter bed adjacent to proposed patio shall be a minimum of 2'-0"

wideInclude enlargements of proposed landscape beds around the buildingReplace dead Photinia north of proposed patio. Voting Aye: Doherty, Groce, Hewitt, Hughes, Oliver, Stockard, Wheeler Voting Nay: none Absent: none

Carmen Moran, Director of Development Services, spoke on this item. Jim Boran, Owner of Blue Mesa Grill, also spoke on this item.

A motion to Approve was made by Council Member Chris DeFrancisco.

The motion was seconded by Council Member Margie Gunther.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Voting Nay: None

Item #R5 - Discussion and consideration of approval of the installation of a sculpture piece in Les Lacs Park on the northeast corner of Marsh Lane and Beltway Drive. See attachments from WS2 related to this item.

Slade Strickland, Director of Parks and Receptions, spoke on this item.

A motion to Approve was made by Council Member Neil Resnik.

The motion was seconded by Council Member Bruce Arfsten.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Voting Nay: None

Item #ES1 - Closed (executive) session of the Addison City Council, pursuant to Section 551.072, Texas Government Code, to deliberate the purchase or value of certain real property located within the Town

and concerning Addison Airport.

Council entered Executive Session at 7:44pm.

Bill Dyer, Vice President, SAMI Management, Inc., spoke on this item.

Council closed Executive Session at 7:50pm.

There was no action taken.

Item #R6 - Discussion and consideration of approval of any action regarding the purchase or value of certain real property located within the Town and concerning Addison Airport.

A motion was made to approve item #R6 subject to City Manager and City Attorney review.

A motion to Approve was made by Council Member Blake Clemens.

The motion was seconded by Council Member Neil Resnik.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Voting Nay: None

Item #R7 - Discussion of and take action on a resolution expressing the Town's intent to reimburse current expenditures from future tax-exempt obligations.

Lea Dunn, Deputy City Manager, and John Hill, City Attorney, spoke on this item.

A motion to Approve was made by Council Member Neil Resnik.

The motion was seconded by Council Member Blake Clemens.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Voting Nay: None

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Mayor-Todd Meier

Attest:

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City Secretary-Chris Terry

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

April 11, 2013

6:00 PM - Town Hall

Addison Town Hall, 5300 Belt Line, Dallas, TX 75254

Chris Terry, 04/08/13, 5:00pm

Council Members Present:

Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Absent:

None

Item #WS1 - Discussion of the Budget and Strategic Plan process.

Item #ES1 - Closed (executive) session of the City Council, pursuant to Section 551.071 of the Texas Government Code, to conduct a private consultation with its attorney(s) to seek the advice of its attorney(s) regarding certain pending litigation, to wit: Town of Addison, Texas v. North Texas Contracting, Inc., Cause No. 12-6525-C, 68th Judicial District Court, Dallas County, Texas, and a settlement offer regarding the same.

Council entered Executive Session at 6:42pm.

Council closed Executive Session at 6:50pm.

There was no action taken.

Item #S1 - Discussion and consideration of any action regarding certain pending litigation, to wit: Town of Addison v. North Texas Contracting, Inc., Cause No. 12-6525, 68th Judicial District Court, Dallas County, Texas, and a settlement offer regarding the same.

A motion to Approve was made by Council Member Bruce Arfsten.  
The motion was seconded by Council Member Janelle Moore.  
The motion result was: Passed  
Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore,  
Resnik  
Voting Nay: None

Item #S2 - Discussion and consideration of approval of Change Order number 1.3 and Change Order number 2.3 in connection with the contract for the Spring Valley Road Widening, Public Works #2010-05 and 2010-02, Bid Number 11-02, October 2010.

A motion to Approve was made by Council Member Chris DeFrancisco.  
The motion was seconded by Council Member Bruce Arfsten.  
The motion result was: Passed  
Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore,  
Resnik  
Voting Nay: None

Item #S3 - Discussion and consideration of approval of Change Order number 7 in connection with the contract for the Park and Streetscape improvements to be known as Vitruvian Park Public Infrastructure Phase 1C.

A motion to Approve was made by Council Member Margie Gunther.  
The motion was seconded by Council Member Chris DeFrancisco.  
The motion result was: Passed  
Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore,  
Resnik  
Voting Nay: None

Item #S4 - Presentation, discussion, and consideration of action regarding a request to the Texas Department of Transportation -

Aviation Division, and the Federal Aviation Administration to amend the Airport Layout Plan drawing set for Addison Airport by modifying and revising the Airport's ultimate airport property boundary.

Joel Jenkinson, Airport Director, spoke on this item.

A motion to Approve was made by Council Member Blake Clemens. The motion was seconded by Council Member Neil Resnik.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Voting Nay: None

Item #S5 - Presentation, discussion and consideration of action regarding retaining William M. Dyer, President, SAMI Management, Inc., to provide to the Town representation in connection with the Town's acquisition of additional land adjacent to or near the Airport located at 4308-4310 Wiley Post Road.

John Hill, City Attorney, spoke on this item.

A motion to Approve was made by Council Member Blake Clemens. The motion was seconded by Council Member Chris DeFrancisco.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Voting Nay: None

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Mayor-Todd Meier

Attest:

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City Secretary-Chris Terry

## Council Agenda Item: # R 2b

### **AGENDA CAPTION:**

Approval of a resolution that authorizes the Town of Addison to be or remain a member of a 150-member city coalition known as the Oncor Cities Steering Committee (OSCS), including the assessment of a ten cent (\$0.10) *per capita* fee to fund the activities of OSCS.

### **FINANCIAL IMPACT:**

The assessment for 2013 is a per capita fee of \$0.10 . Total population 13,056 at \$0.10 per capita is \$1,305.60. Invoice attached.

### **BACKGROUND:**

The Steering Committee undertakes activities on behalf of municipalities for which it needs funding support from its members. Municipalities have original jurisdiction over the electric transmission and distribution rates and services within the city. The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s when cities served by TXU (since renamed as Oncor Electric Delivery Company, LLC) gave up their statutory right to rate case expense reimbursement in exchange for higher franchise fee payments. Empowered by city resolutions and funded by *per capita* assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, ERCOT, the Courts, and the Legislature on electric utility regulation matters for nearly two decades.

The Steering Committee is actively involved in rate cases, appeals,, and legislative efforts impacting the rates charged by Oncor Electric Delivery Company, LLC within the City. Steering Committee representation is also strong at ERCOT. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that the Steering Committee be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

**RECOMMENDATION:**

Administration recommends approval.

**COUNCIL GOALS:**

Mindful Stewardship of Town Resources

**ATTACHMENTS:**

Description:

📎 [FY13 Oncor Resolution](#)

📎 [Oncor Invoice](#)

Type:

Resolution Letter

Cover Memo

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF 10 CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC

WHEREAS, the City of \_\_\_\_\_ is a regulatory authority under the Public Utility Regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company, LLC (Oncor) within the municipal boundaries of the city; and

WHEREAS, the Steering Committee has historically intervened in Oncor (formerly known as TXU) rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within municipal boundaries; and

WHEREAS, the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings, and legislative activity, affecting transmission and distribution utility rates; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor; and

WHEREAS, in order for the Steering Committee to continue its participation in these activities which affects the provision of electric utility service and the rates to be charged, it must assess its members for such costs; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF \_\_\_\_\_, TEXAS:

I.

That the City is authorized to continue its membership with the Steering Committee of Cities Served by Oncor to protect the interests of the City of \_\_\_\_\_ and protect the interests of the customers of Oncor Electric Delivery Company, LLC residing and conducting business within the City limits.

II.



The City is further authorized to pay its assessment to the Steering Committee of ten cents (\$0.10) per capita based on the population figures for the City shown in the latest TML Directory of City Officials.

III.

A copy of this Resolution and the assessment payment check made payable to "Steering Committee of Cities Served by Oncor" shall be sent to Jay Doegey, Chair, Steering Committee of Cities Served by Oncor, c/o City Attorney's Office, Mail Stop 63-0300, P.O. Box 90231, Arlington, Texas 76004-3231.

PRESENTED AND PASSED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays at a regular meeting of the City Council of the City of \_\_\_\_\_, Texas.

\_\_\_\_\_  
Signature  
Mayor

ATTEST:

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

APPROVED AS TO FORM:  
City Attorney

BY \_\_\_\_\_

Oncor Cities Steering Committee

c/o Jay Doegey, City Attorney  
Post Office Box 90231  
MS # 63-0300  
Arlington, TX 76004-3231

# Invoice

Date	Invoice #
3/22/2013	13-02

Bill To
Town of Addison

Item	Population	Per capita	Amount
2013 Assessment	13,056	0.10	1,305.60
<b>Total</b>			\$1,305.60

Please make check payable to: Oncor Cities Steering Committee and mail to Oncor Cities Steering Committee, c/o Jay Doegey, Chair, Arlington City Attorney's Office, PO Box 90231, Mail Stop 63-0300, Arlington, Texas 76004-3231

## **Council Agenda Item: #R3**

**AGENDA CAPTION:**

Presentation by Kevin Castello, Executive Director of the Baylor Angel Network, to Town Council in appreciation for the Town's support of the Accelerated Ventures Program.

**FINANCIAL IMPACT:**

N/A

**BACKGROUND:**

The Baylor Angel Network is the organization that provides seed funding for Baylor University Students participating in the Accelerated Ventures Program. The organization wants to show their sincere appreciation of the Town's support for the program by presenting the mayor and Town Council with a special recognition.

**RECOMMENDATION:**

N/A

**COUNCIL GOALS:**

Create raving fans of the Addison Experience, Attract new businesses to Addison

**ATTACHMENTS:**

Description:

Type:

No Attachments Available

## **Council Agenda Item: #R4**

### **AGENDA CAPTION:**

**PUBLIC HEARING** . Public hearing on, and presentation, discussion and consideration of the annual approval of an ordinance of the Town establishing standards of care for youth recreation programs conducted by the Town for elementary age children ages 5 through 13; providing for compliance with Section 42.041(b)(14) of the Texas Human Resources Code.

### **FINANCIAL IMPACT:**

N/A

### **BACKGROUND:**

Annual adoption of the standards of care by ordinance after a public hearing is required per Section 42.041(b)(14) of the Texas Human Resources Code.

Council approval is requested of an ordinance to adopt Standards of Care for all youth programs for children ages 5 through 13 including, but not limited to the Summer Camp Program and the Spring Break Program at the Addison Athletic Club.

Attached is the ordinance adopted last year on March 13, 2012, with no changes, that is intended to provide minimum standards for youth programs as required by Section 42.041 of the Texas Human Resources Code. The Standards of Care attached as Exhibit A, cover guidelines for operating youth programs by the Town of Addison Parks and Recreation Department.

The document provides minimum standards for operating youth programs such as hiring of program staff, enrollment guidelines, discipline, health and safety. The document also addresses programming and providing activities that promote emotional, social, and mental growth.

In addition to meeting the requirements of the Human Resources Code, staff finds the Standards of Care document to be a useful tool to provide quality recreation programs to the youth and families of the Town.

**RECOMMENDATION:**

Administration recommends approval.

**COUNCIL GOALS:**

Create raving fans of the Addison Experience

**ATTACHMENTS:**

Description:

 [Exhibit A Standards of Care](#)

Type:

Backup Material

**TOWN OF ADDISON, TEXAS**

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

**AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS ESTABLISHING STANDARDS OF CARE FOR YOUTH RECREATION PROGRAMS CONDUCTED BY THE CITY FOR ELEMENTARY AGE CHILDREN AGES 5 THROUGH 13; PROVIDING FOR COMPLIANCE WITH STATE LAW; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Addison, Texas (the “City”) is a home rule municipality pursuant to article 11, section 5 of the Texas Constitution and its Home Rule Charter; and

**WHEREAS**, the City operates recreation programs for children, including elementary age children (ages 5 through 13); and

**WHEREAS**, Section 42.041 of the Texas Human Resources Code provides that no person may operate a child-care facility or a child-placing agency without a license issued by the Texas Department of Family and Protective Services, but provides an exception from that requirement in Section 42.041(b)(14) of the said Code for an elementary-age (ages 5 through 13) recreation program operated by a municipality, provided the governing body of the municipality annually adopts standards of care by ordinance after a public hearing for such programs; and

**WHEREAS**, the City Council held a public hearing on March 13, 2012 regarding standards of care for its recreation program for elementary age children (ages 5 through 13) and thereafter passed and approved Ordinance No. 012-011 that adopted such standards of care; and

**WHEREAS**, in accordance with Section 42.041(b)(14) of the Human Resources Code, on April 23, 2013 the City Council conducted an annual public hearing regarding the adoption of standards of care for its recreation programs for elementary age children (ages 5 through 13) as set forth herein, and following such public hearing the City Council desires by this Ordinance to adopt such standards of care.

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

Section 1. The standards of care set forth in Exhibit A attached hereto and made a part of this Ordinance for all purposes (the “Standards of Care”) are hereby adopted as the standards of care for all elementary age (ages 5 through 13) recreation programs operated by the Town of Addison, Texas (collectively “Programs” and each a “Program”), including, without limitation, any summer camp program or any spring break program.

Section 2. All Programs are to be operated by the City's Department of Parks and Recreation ("Department"). The Director of the Department, or the Director's designee, (individually or collectively, the "Director"), shall administer the Programs in accordance with the Standards of Care. The Director may adopt rules in writing relating to the operation of Programs, which rules may be more restrictive than the Standards of Care. The Programs shall be operated in accordance with the Standards of Care (or, in the event the Director adopts rules that are more restrictive than the Standards of Care, in accordance with such rules).

Section 3. The Director of Parks and Recreation ("Director") for the Town of Addison, Texas ("City"), or the Director's designee, shall provide the Standards of Care to the parents of each Program participant (and, in the event the Director adopts rules that are more restrictive than the Standards of Care, shall provide such rules to the parents of each Program participant). Further, the Director, or the Director's designee, shall inform the parents of each Program participant that the Program is not licensed by the State of Texas.

Section 4. The Program shall not be advertised as a child-care facility.

Section 5. The Director is authorized to take any and all steps, if any, as may be necessary to confirm the Program's exemption from State law as set forth in Section 42.041 of the Texas Human Resources Code.

Section 6. The above and foregoing recitals and premises to this Ordinance are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 7. 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 8. The provisions of this Ordinance are severable, and if any section or provision of this Ordinance or the application of any section or provision to any person, firm, corporation, entity, situation or circumstance is for any reason adjudged invalid or held unconstitutional by a court of competent jurisdiction, the same shall not affect the validity of any other section or provision of this Ordinance or the application of any other section or provision to any other person, firm, corporation, entity, situation or circumstance, and the City Council declares that it would have adopted the valid portions of this Ordinance adopted herein without the invalid or unconstitutional parts and to this end the provisions of this Ordinance adopted herein shall remain in full force and effect.

Section 9. This Ordinance shall take effect upon its passage and approval.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this the 23rd day of April, 2013.

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Todd Meier, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Chris Terry, City Secretary

**APPROVED AS TO FORM:**

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

**EXHIBIT A  
TO ORDINANCE NO. \_\_\_\_\_**

**STANDARDS OF CARE  
FOR ELEMENTARY AGE (5 – 13) RECREATION PROGRAMS**

The following Standards of Care are adopted in compliance with Section 42.041(b)(14) of the Texas Human Resources Code. The Standards of Care herein set forth herein are intended to be minimum standards applicable to all elementary age (ages 5 through 13) recreation Programs operated by the Town of Addison Parks and Recreation Department, including, without limitation, any summer camp program and any spring break program. The Programs are not licensed by the State of Texas, and shall not be advertised as a child-care facility.

**GENERAL ADMINISTRATION**

1. Organization.
  - A. The governing body of the Youth Programs is the City Council of the Town of Addison, Texas.
  - B. Implementation of the Youth Programs Standards of Care is the responsibility of the Parks and Recreation Department Director or his or her designee and Department employees.
  - C. These Standards of Care will apply to all Programs, including, without limitation, the Summer Camp Program and Spring Break Program.
  - D. Each Program Site will have available for public and staff review a current copy of the Standards of Care.
  - E. Parents of participants will be provided a current copy of the Standards of Care during the registration process for a Program. Further, a copy of the Standards of Care shall be placed online on the City's primary website.
  - F. Criminal background checks will be conducted on prospective Program employees. If results of a criminal background check indicate that a prospective Program employee has been arrested, charged with, or convicted of any of the following offenses, the prospective Program employee will not be considered for employment:
    - (1) a felony or a misdemeanor classified as an offense against a person or family member;
    - (2) a felony or misdemeanor classified as public indecency;
    - (3) any offense for which a person is required to register as a sex

offender under Chapter 62, Texas Code of Criminal Procedure;

- (4) a felony or misdemeanor violation of any law intended to control the possession or distribution of any controlled substance;
- (5) any offense involving moral turpitude;
- (6) any offense that would, in the Director's sole opinion, potentially put youth participants or the City at risk.

2. Definitions. For purposes of these Standards of Care, the following words shall have the respective meanings ascribed to them:

- A. *City* means the Town of Addison, Texas.
- B. *City Council* means the City Council of the City.
- C. *Department* means the Parks and Recreation Department of the City.
- D. *Director* means the Parks and Recreation Department Director of the City or his or her designee.
- E. *Employee(s)* means people who have been hired to work for the Town of Addison and have been assigned responsibility for managing, administering, or implementing some portion of a Program.
- F. *Parent(s)* means one or both parent(s) or adults who have legal custody and authority to enroll their child(ren) in a Program.
- G. *Participant* means a youth whose parent(s) have completed all required registration procedures and determined to be eligible for a Program.
- H. *Programs* means all (and *Program* means any of the) elementary age (ages 5 through 13) recreation programs operated by the Department, including, without limitation, the City Summer Camp Program (*Summer Camp Program*) and the City Spring Break Camp Program (*Spring Break Program*).
- I. *Program Coordinator or Coordinator* means a full-time Department employee who is a recreation coordinator and has been assigned administrative responsibility for the Programs.
- J. *Program Manual* means a notebook of policies, procedures, required forms, and organizational and programming information relevant to each Program.
- K. *Program Site* means area and facilities where a Program is held, consisting

of the Addison Athletic Club, 3900 Beltway Drive, Addison, Texas 75001.

- L. *Program Summer Camp Counselor* or *Counselor* means a Department part-time or seasonal employee who has been assigned responsibility by the Recreation Manager to implement the City's Summer Camp Program.
- M. *Recreation Manager* means a full-time Department employee and who oversees the Program Coordinator and the operation of all Programs.

3. Inspections/Monitoring/Enforcement.

- A. A written inspection report will be prepared by the Program Coordinator each month to confirm the Standards of Care are being adhered to.
  - (1) Each monthly inspection report will be sent by the Program Coordinator to the Recreation Manager for review and kept on record in accordance with the City's records retention policy.
  - (2) The Recreation Manager will review the report and establish deadlines and criteria for compliance with the Standards of Care where failure to comply is determined.
- B. The Recreation Manager will make visual inspections of the Programs based on the following schedule:
  - (1) The Summer Camp Program will be inspected a minimum of two times during the Summer Camp Program's schedule.
  - (2) The Spring Break Camp Program will be inspected at least once during the Spring Break Camp Program schedule.
  - (3) Each other Program will be inspected at least once each week during the schedule for the Program.
- C. Complaints regarding enforcement of the Standards of Care will be directed to the Coordinator. The Coordinator will be responsible to take the necessary steps to address any complaints and to resolve the problem(s), if any. Complaints regarding enforcement of the Standards of Care and their resolution will be recorded in writing by the Coordinator. All complaints regarding enforcement of the Standards of Care where a deficiency is determined will be forwarded to the Recreation Manager, with the complaint and the resolution noted.

4. Enrollment. Before a child can be enrolled in a Program, the parents must sign registration forms that contain the following information about the child:

- A. name, address, home telephone number;

- B. name and address of parent(s) and telephone number(s) during Program hours;
  - C. the names and telephone numbers of people to whom the child can be released;
  - D. a statement of the child's physical health, including a physician's signed statement and current immunization (shot) records, detailing any special problems or needs of the child;
  - E. proof of residency within the City when appropriate; and
  - F. a fully executed liability waiver and release.
5. Suspected Abuse.

Program employees will report suspected child abuse or neglect in accordance with the Texas Family Code. In the case where an employee is involved in an incident with a child that could be construed as child abuse, the incident must be reported immediately to the Recreation Manager. The Recreation Manager will then immediately notify the Director, the City Police Department, and any other agency as may be appropriate.

Texas state law requires the employees of the Programs to report any suspected abuse or neglect of a child to the Texas Department of Protective and Regulatory Services or a law enforcement agency. Failure to report suspected abuse is punishable by fines up to \$1,000 and/or confinement up to 180 days. Confidential reports may be made by calling 1-800-252-5400.

## **STAFFING - RESPONSIBILITIES AND TRAINING**

- 1. Program Coordinator Qualifications.
  - A. The Coordinator will be a full-time, professional employee of the Department.
  - B. The Coordinator must be at least 21 years old
  - C. The Coordinator must have received a bachelor's degree from an accredited college or university. Acceptable degrees include:
    - (1) Recreation Administration or General Recreation;
    - (2) Physical Education; and
    - (3) Any other comparable degree plan or experience that would lend itself to working in a public recreation environment.

- D. The Coordinator must have at least two years experience planning and implementing recreational activities.
  - E. The Coordinator must pass a background investigation, including, including testing for alcohol and illegal and unauthorized drugs.
  - F. The Coordinator must have successfully completed a course in first aid and cardio pulmonary resuscitation (CPR) based on either American Heart Association or American Red Cross standards.
2. Coordinator's Responsibilities.
- A. The Coordinator is responsible to administer the Programs' daily operations in compliance with the adopted Standards of Care.
  - B. The Coordinator is responsible to recommend for hire, supervise, and evaluate Program seasonal employees.
  - C. The Coordinator is responsible to plan, implement, and evaluate Programs.
3. Program Summer Camp Counselor Qualifications.
- A. Counselors will be part-time or seasonal employees of the Department.
  - B. Counselors working with children must be age 18 or older.
  - C. Counselors must be able to consistently exhibit competency, good judgment, and self-control when working with children.
  - D. Counselors must relate to children with courtesy, respect, tolerance, and patience.
  - E. Counselors must have successfully completed a course in first aid and CPR based on either American Heart Association or American Red Cross standards.
  - F. Counselors must pass a background investigation, including testing for alcohol and illegal and unauthorized drugs.
4. Counselor Responsibilities.
- A. Counselors will be responsible to provide Program participants with an environment in which they can feel safe, can enjoy wholesome recreation activities, and can participate in appropriate social opportunities with their peers.
  - B. Counselors will be responsible to know and follow all City, Department,

and Program standards, policies, and procedures that apply to the Program.

- C. Counselors must ensure that Program participants are released only to a parent or an adult designated by the parent. The Program Site will have a copy of the approved plan to verify the identity of a person authorized to pick up a Program participant if that person is not known to the Counselor.

5. Training/Orientation.

- A. The Department is responsible for providing training and orientation to Program employees working with children and for specific job responsibilities. The Coordinator will provide each Counselor with a Program manual specific to the applicable Program.
- B. Program employees must be familiar with the Standards of Care for Program operation as adopted by the City Council.
- C. Program employees must be familiar with the Program's policies, including discipline, guidance, and release of Program participants as outlined in the Program Manual.
- D. Program employees will be trained in appropriate procedures to handle emergencies.
- E. Program employees will be trained in areas including City, Department, and Program policies and procedures, provision of recreation activities, safety issues, and organization goals.
- F. Program employees will be required to sign an acknowledgement that they received the required training.

**OPERATIONS**

1. Staff-Participant Ratio.

- A. The standard ratio of Program participants to employees will be 15 to 1. In the event an employee assigned to a Program is unable to report to the Program Site, a replacement will be assigned.
- B. Each participant shall have a Program employee who is responsible for the participant and who is aware of the participant's habits, interests, and any special problems as identified by the participant's parent(s) during the registration process.

2. Discipline.

- A. Program employees will implement discipline and guidance in a consistent

manner based on the best interests of Program participants.

- B. There must be no cruel, harsh or corporal punishment or treatment used a method of discipline.
- C. Program employees may use brief, supervised separation from the group if necessary.
- D. As necessary, Program employees will initiate discipline reports to the parent(s) of participants. Parents will be asked to sign discipline reports to indicate they have been advised about specific problems or incidents.
- E. A sufficient number and/or severe nature of discipline reports as detailed in the Program Manual may result in a participant being suspended or removed from the Program or all Programs.
- F. In instances where there is a danger to participants or employees, offending participants will be removed from the Program Site as soon as possible.

3. Programming.

- A. Program employees will attempt to provide activities for each Program group according to the participants' ages, interests, and abilities. The activities must be appropriate to participants' health, safety, and well-being. The activities also must be flexible and promote the participants' emotional, social, and mental growth.
- B. Program employees will attempt to provide indoor and outdoor time periods that include:
  - (1) alternating active and passive activities;
  - (2) opportunity for individual and group activities, and
  - (3) outdoor time each day weather permits.
- C. Program employees will be attentive and considerate of participants' safety on field trips and during any transportation provided by the Program.
  - (1) During trips, Program employees supervising participants must have immediate access to emergency medical forms and emergency contact information for each participant.
  - (2) Program employees must have a written list of the participants in the Program group and must check the roll frequently.
  - (3) Program employees must have first aid supplies and a guide to first

aid and emergency care available on field trips.

4. Communication.

- A. The Program Site will have a cell phone to allow the Program employees to be contacted by Department recreation employees and vice versa.
- B. The Coordinator will post the following telephone numbers adjacent to a telephone accessible to all Program employees:
  - (1) City ambulance or emergency medical services;
  - (2) City Police Department
  - (3) City Fire Department
  - (4) The Addison Athletic Club front desk; and
  - (5) Numbers at which parents may be reached.

5. Transportation.

- A. Before a participant may be transported to and from City-sponsored activities, a transportation form, completed by the parent of the participant, must be filed with the Coordinator.
- B. First aid supplies and a first aid and emergency care guide will be available in all Program vehicles that transport children.
- C. Program employees will carry a cell phone at all times.

**FACILITY STANDARDS**

1. Safety.

- A. Program employees will inspect Program Sites daily to detect sanitation and safety concerns that might affect the health and safety of the participants.
- B. Buildings, grounds, and equipment on the Program Site will be inspected, cleaned, repaired, and maintained to protect the health of the participants.
- C. Program equipment and supplies must be safe for the participants' use.
- D. Program employees must have first aid supplies readily available at the Program Site, during transportation to an off-site activity, and for the duration of any off-site activity.

2. Fire.

- A. In case of fire, danger of fire, explosion, or other emergency, Program employees' first priority is to evacuate the participants to a designated safe area.
- B. The Program Site will have an annual fire inspection by the local Fire Marshal, and the resulting report will detail any safety concerns observed. The report will be forwarded to the Recreation Manager who will review and establish deadlines and criteria for compliance if any deficiencies or concerns are determined to exist.
- C. The Program Site must have at least one fire extinguisher readily available to all Program employees. All Program employees will be trained in the proper use of fire extinguishers.
- D. Fire drills will be initiated at Program Sites based on the following schedule:
  - (1) Summer Camp Program: A fire drill twice during the session.
  - (2) Spring Break Camp Program: A fire drill once during the session.
  - (3) Other Programs: A fire drill at least once during the session.

3. Health.

- A. Illness or Injury.
  - (1) A participant who is considered to be a health or safety concern to other participants or employees will not be admitted to a Program.
  - (2) Illnesses and injuries will be handled in a manner to protect the health of all participants and employees.
  - (3) Program employees will follow plans to provide emergency care for injured participants with symptoms of an acute illness as specified in the Program Manual.
  - (4) Program employees will follow the recommendation of the Texas Department of Health concerning the admission or readmission of any participant after a communicable disease.
- B. Program employees will administer medication (limited only to an epinephrine pen (auto-injector) and an asthma inhaler) to participants only if:
  - (1) Parent(s) complete and sign a medication form provided by the Town (to include, among other things, an indemnity and hold

harmless provision, and a waiver and release provision) that provides authorization for Program employees to dispense the medication, with details as to time and dosages.

- (2) The medication is in its original container labeled with the participant's name, a date, directions, and the physician's name. Program employees will administer the medication only as stated on the label. Program employees will not administer medication after the medication's expiration date.

Program employees will not administer any other medication.

C. Toilet Facilities.

- (1) The Program Site will have inside toilets located and equipped so participants can use them independently and Program employees can supervise as needed.
- (2) An appropriate and adequate number of lavatories will be provided.

D. Sanitation.

- (1) The Program facilities will have adequate light, ventilation, and heat.
- (2) The Program will have an adequate supply of water meeting the standards of the Texas Department of Health for drinking water and ensure that it will be supplied to the participants in a safe and sanitary manner.
- (3) Program employees will see that garbage is removed from buildings daily.

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

### **AGENDA CAPTION:**

**PUBLIC HEARING.** Public hearing on, and presentation, discussion, and consideration of adoption of an Ordinance providing for the abandonment without warranty of the Town of Addison's easement interest in Sakowitz Drive for right-of-way (vehicular and pedestrian access) purposes only, and of approval of an easement granting utility and drainage rights to the Town in Sakowitz Drive.

### **FINANCIAL IMPACT:**

N/A

### **BACKGROUND:**

As the Council is aware, we have been working for many months with the developers of the Village on the Parkway at 5100 Belt Line Road to secure a left-hand turn lane into the center from Belt Line Road. Belt Line belongs to the City of Dallas at that location, and Dallas is willing to allow the developers to construct the turn lane, but first the developers have to get access to the proposed location for the lane across the Original House of Pancakes property at 5220 Belt Line Road.

The developers and the owners, the owner's lessee, and the lessee's sub-tenants, have been in negotiation on the access across the property for many months, but have finally reached an agreement. The Town was not a party to that agreement, but it has been furnished to the Town. It has been reviewed by John Hill, and all exhibits have been reviewed and approved by the Town's engineering consultants at Cobb-Fendley. The agreement is quite lengthy, so it is not attached, but the staff can furnish copies of it upon request

At present, the Town owns an easement for street, utility, and drainage purposes in across, upon, and under Sakowitz Drive. The Town is now ready to abandon the City's street right-of-way interest in Sakowitz Drive and will vacate it to the abutting property owners who own the underlying fee simple title. However, the Town is not abandoning the Town's interest, rights, and easements in Sakowitz Drive for utility, drainage, or other

purposes, as those easements are still needed by the Town in order to serve the properties in this area. Additionally, to clarify that the Town has an easement for utilities in Sakowitz, the property owners have agreed to grant such an easement to the Town, and a proposed form of easement is also attached.

John Hill has prepared the attached ordinance which abandons the Town's street of right-of-way easement while preserving the easements for utility, drainage, and other purposes, and has reviewed and approved the proposed easement. The staff recommends approval of the Ordinance and of the easement, subject to the final approval of the documents and exhibits by the City Attorney.

John Hill has prepared the attached ordinance which abandons the Town's street of right-of-way easement while preserving the easements for utility, drainage, and other purposes, and has reviewed and approved the proposed easement. The staff recommends approval of the Ordinance and of the easement.

**RECOMMENDATION:**

Administration recommends approval, subject to the final approval by the City Attorney.

**COUNCIL GOALS:**

Attract new businesses to Addison

**ATTACHMENTS:**

Description:

 [Revised Sakowitz Dr. Abandonment](#)

Type:

Backup Material

TOWN OF ADDISON, TEXAS

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

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS PROVIDING FOR THE ABANDONMENT WITHOUT WARRANTY OF THE TOWN'S EASEMENT INTEREST IN SAKOWITZ DRIVE FOR RIGHT-OF-WAY (VEHICULAR AND PEDESTRIAN ACCESS) PURPOSES ONLY AS DESCRIBED HEREIN; RESERVING THE TOWN'S INTEREST IN SAKOWITZ DRIVE FOR UTILITY, DRAINAGE, AND OTHER PURPOSES; ACCEPTING A UTILITY EASEMENT IN SAKOWITZ DRIVE; PROVIDING A GOVERNING LAW AND VENUE PROVISION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas (the "City"), a home rule municipality, owns an easement for street, utility, and drainage purposes in, across, upon and under Sakowitz Drive within the City; and

WHEREAS, Sakowitz Drive is approximately .15 miles in length and of varying width but is generally approximately 65 feet wide, and is more particularly described and depicted in Exhibit A attached hereto and incorporated herein (which Exhibit consists of four sets of metes and bounds and corresponding surveys that are separately identified as Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4), and extends from its intersection with Belt Line Road southeast to its intersection with Montfort Drive ("Sakowitz Drive"); and

WHEREAS, the City acquired its easement interest in (a) the most northerly 50 (approximately) feet of the street by prescription (to the best of the City's knowledge) (one-half (approximately 25 feet) of which is highlighted by forward slash marks (/ / /) on the attached Exhibits A-1, A-2, and A-3 (the "North 25 Feet"), and one-half of which is highlighted by hash tag marks (# # #) on the attached Exhibit A-4 (the "South 25 Feet")), (b) the most southerly 15 feet (highlighted by backward slash marks (\ \ \) on the attached Exhibit A-4 ("Most Southerly 15 Feet")) by dedication of an easement for street widening pursuant to an instrument entitled Plat Revision, Village on the Parkway, and recorded in Volume 79076, Page 2532 and in Volume 79197, Page 1378, Official Public Records, Dallas County, Texas, and (c) the remainder of the street, being a triangular portion (highlighted by asterisks (\* \* \*) on Exhibit A-3 (the "Triangular Portion")) located along its north side and at its intersection with Montfort Drive, by a plat of Oaks North-West No. 2, record in Volume 79121, Page 579, Official Public Records, Dallas County, Texas (on which plat the said Triangular Portion is shown as "Proposed Street R.O.W."); and

WHEREAS, three (3) tracts of land abut the north side of Sakowitz Drive (the "North Side Tracts"), which tracts are generally described as (a) Lot A, Block 1, Oaks North-West No. 1, the plat of which is recorded in Volume 78176, Page 2184, Official Public Records, Dallas County, Texas (the "New Drive Tract"), (b) Lot B, Block 1, Oaks North-West No. 1, the plat of which is recorded in Volume 78176, Page 2184, Official Public Records, Dallas County, Texas,

and (c) Block 1, Lot C, Oaks North-West No. 2, the plat of which is recorded in Volume 79121, Page 529, Official Public Records, Dallas County, Texas; and

**WHEREAS**, the North Side Tracts are all owned in fee simple title by Stonegate Company, Ltd., a Texas limited partnership (“**Stonegate**”), and are leased to Prestonwood Place Limited Partnership, a \_\_\_\_\_ limited partnership (“**PPLP**”), and Stonegate is the fee simple title owner of (and PPLP has a certain leasehold interest in) the North 25 Feet and the Triangular Portion; and

**WHEREAS**, a single tract of land (the “**South Side Tract**”), generally described as Lot 2A, Village on the Parkway, a replat of which is recorded in Volume 2001019, Page 914, Official Public Records, Dallas County, Texas, abuts the south side of Sakowitz Drive and is owned in fee simple title by VOP, LP, a Delaware limited partnership (“**VOP**”), and VOP is the fee simple title owner of the South 25 Feet and the Most Southerly 15 Feet; and

**WHEREAS**, VOP, Stonegate, and PPLP intend to establish a new drive for vehicular and pedestrian access extending from Belt Line Road (approximately 130 feet east of the intersection of Sakowitz Drive and Belt Line Road) south into and across the New Drive Tract and the South Side Tract, which new drive will be accessible to east bound and west bound traffic traveling along Belt Line Road, and VOP, Stonegate, and PPLP have entered into an agreement to accomplish the same; and

**WHEREAS**, in connection therewith, VOP, Stonegate, and PPLP have asked the City to abandon its easement interest in Sakowitz Drive for vehicular right-of-way purposes, but excluding the City’s other interests in Sakowitz Drive, including its easement for water, sanitary sewer, other utility, and drainage purposes, and have represented to the City that there are no tenants, subtenants, or holders of any interest in either the North Side Tracts or the South Side Tracts that have any objection to such abandonment, and in making the abandonment set forth herein the City is relying upon such representations; and

**WHEREAS**, the City (i) has exclusive control and authority over its streets and may change a public street (Section 311.001, Tex. Transp. Code), (ii) has authority to abandon and discontinue a City street (Section 1.05, City Charter; Section 311.007, Tex. Transp. Code), (iii) may sell and convey an abandoned part of a street (Section 253.001(a), Tex. Loc. Gov. Code), and (iv) is authorized to convey a street, owned in fee or used by easement, to abutting property owners in the same subdivision (if the land has been subdivided) or to abutting property owners in proportion to their abutting ownership (and the division between owners must be made in an equitable manner), and such conveyance may be for less than the fair market value if the conveyance is with one or more abutting property owners who own the underlying fee simple (Section 272.001(b), (c) Tex. Loc. Gov. Code); and

**WHEREAS**, the City Council, acting pursuant to law, deems it advisable to abandon only the City’s street right-of-way interest (for vehicular and pedestrian traffic) in Sakowitz Drive, which is surplus and is no longer needed for such public use, and the same should be abandoned, relinquished and vacated to the abutting property owner who owns the underlying fee simple title, subject to the provisions set forth herein.

**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 for all purposes.

Section 2. Abandonment; Reservation of Utility and Other Rights; Easement. Subject to the provisions set forth in Section 3, below, and other terms and provisions of this Ordinance, the Town of Addison does hereby abandon the City's interest for street right-of-way (vehicular and pedestrian traffic) purposes only in Sakowitz Drive described and depicted in Exhibit A attached hereto and incorporated herein. By this Ordinance the City does not and has not, and shall not be construed to have, abandoned the City's interests, rights, and easements in Sakowitz Drive for utility (including but not limited to water and sanitary sewer), drainage, or other (if any) purposes whatsoever, all of such interests, rights and easements being hereby reserved and retained by the City.

In connection with the abandonment of Sakowitz Drive as set forth in this Ordinance, and in order to confirm, and to ensure the City's retention of, the City's interest for certain utility, drainage, and related purposes, VOP, Stonegate and PPLP have granted to the City an Easement for Utilities as set forth in Exhibit B attached hereto. Subject to the other terms and provisions of this Ordinance, the City accepts the Easement for Utilities.

Section 3. Extent of Abandonment; No Warranty. The abandonment provided for herein shall apply only to the public right, easement, and interest that the Town of Addison may lawfully abandon in Sakowitz Drive. Without limiting the foregoing, there is no abandonment of any use of or right to occupy Sakowitz Drive or any portion of Sakowitz Drive by any public utility (including, without limitation, for electric, gas, telephone, fiber optic, and/or cable television purposes). Notwithstanding any other provision of this Ordinance, the Town of Addison makes no warranty or other representation as to title to or interests in Sakowitz Drive or its easement interest abandoned.

Section 4. Governing Law; Venue. This Ordinance is governed by, subject to, and shall be construed in accordance with the laws of the State of Texas (without reference to the choice of law rules or conflicts of laws rules of any jurisdiction) and with the City Charter and ordinances of the City, and venue for any action or proceeding in connection with this Ordinance shall lie exclusively in Dallas County, Texas.

Section 5. Severability. The provisions of this Ordinance are severable, and if any section or provision of this Ordinance or the application of any section or provision to any person, firm, corporation, entity, situation or circumstance is for any reason adjudged invalid or held unconstitutional by a court of competent jurisdiction, the same shall not affect the validity of any other section or provision of this Ordinance or the application of any other section or provision to any other person, firm, corporation, entity, situation or circumstance, and the City Council declares that it would have adopted the valid portions of this Ordinance adopted herein without the invalid or unconstitutional parts and to this end the provisions of this Ordinance adopted herein shall remain in full force and effect.

Section 6. Savings; Repealer. 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. Recording. The City Secretary is hereby directed to certify a copy of this Ordinance and cause it to be recorded in the Official Public Records of Dallas County, Texas.

Section 8. Effective Date. As set forth in the Recitals above, VOP, Stonegate, and PPLP intend to establish a new drive for vehicular and pedestrian access extending from Belt Line Road (approximately 130 feet east of the intersection of Sakowitz Drive and Belt Line Road) south into and across the New Drive Tract and the South Side Tract, which new drive will be accessible to east bound and west bound traffic traveling along Belt Line Road. Access to the new drive for west bound traffic traveling along Belt Line Road is contingent upon the City of Dallas granting and authorizing such access and the construction of a turn lane on Belt Line Road to allow such access. This Ordinance is contingent upon such grant and authorization by the City of Dallas and the construction of the turn lane, and, accordingly, the effective date of this Ordinance shall be the date that the City of Dallas issues its written approval of the turn lane following its construction. If such written approval has not been issued by October 1, , 2013, this Ordinance shall be deemed null and void *ab initio* and of no force or effect whatsoever, and the City will not have abandoned any interest in Sakowitz Drive.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Todd Meier, Mayor

ATTEST:

\_\_\_\_\_  
Chris Terry, City Secretary

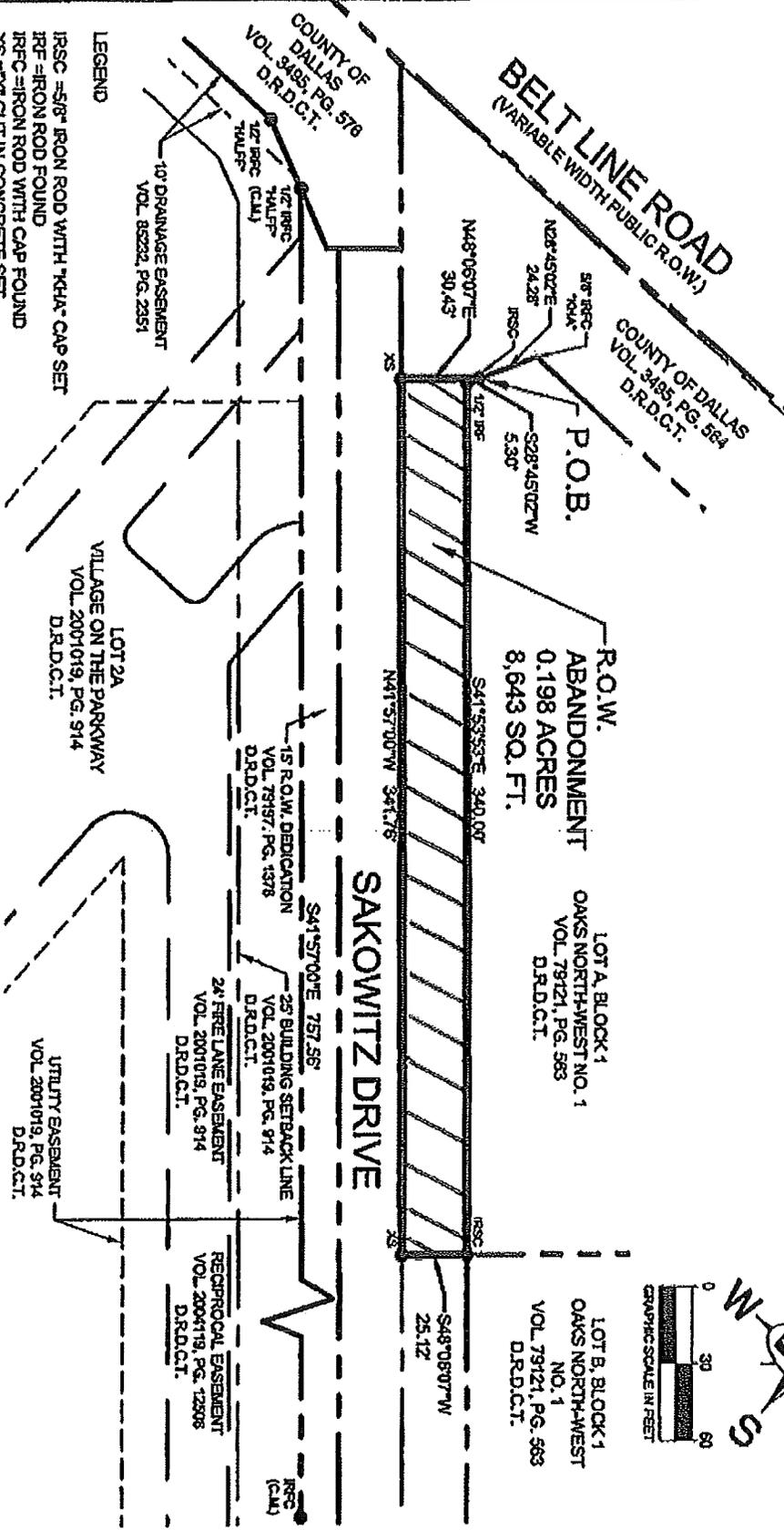
APPROVED AS TO FORM:

\_\_\_\_\_  
John Hill, City Attorney

**EXHIBIT A**

*[Description of Sakowitz Drive]*

**R.O.W. ABANDONMENT  
SAKOWITZ DRIVE  
ALLEN BLEDSOE SURVEY, ABSTRACT NO. 157  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS**



**LEGEND**

- IRSC = 5/8" IRON ROD WITH "KHA" CAP SET
- IRF = IRON ROD FOUND
- IRFC = IRON ROD WITH CAP FOUND
- XS = "X" CUT IN CONCRETE SET
- C.M. = CONTROLLING MONUMENT
- P.O.B. = POINT OF BEGINNING
- D.R.D.C.T. = DEED RECORDS, DALLAS COUNTY, TEXAS

**NOTES:**

The bearing system for this plat is based on a bearing of North 90°00'00" East, for the south right-of-way line of Belt Line Road according to the Amended Plat of Lot 1A, Lot 1B & Lot 2A of Village on the Parkway recorded in Volume 2001019, Page 914 of the Deed Records of Dallas County, Texas.

**Kimley-Horn  
and Associates, Inc.**

24750 Lindero Drive, Suite 1000  
Dallas, Texas 75251  
Tel. No. (972) 776-5300  
Fax No. (972) 235-5800

Scale	Drawn by	Checked by	Date	Drawn by	Checked by
1" = 60'	SLJ	DWS	MARCH 2013	06/01/08	3/07/10

2 OF 2

**Exhibit A-1**

**R.O.W. ABANDONMENT  
SAKOWITZ DRIVE  
ALLEN BLEDSOE SURVEY, ABSTRACT NO. 157  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

**BEING** a tract of land situated in the Allen Bledsoe Survey, Abstract No. 157, Town of Addison, Dallas County, Texas and being part of Sakowitz Drive and being more particularly described as follows:

**BEGINNING** at a 5/8" iron rod with "KHA" cap set for corner in a right-of-way corner clip at the intersection of the south right-of-way line of Bellline Road (a variable width public right-of-way) and the northeast right-of-way line of Sakowitz Drive; same being the west line of Lot A, Block 1, Oaks North-West No. 1, an addition to the Town of Addison, Dallas County, Texas, according to the plat recorded in Volume 79121, Page 563 of the Deed Records of Dallas County, Texas; from said point a 5/8" iron rod with "KHA" cap found for the northernmost corner of said right-of-way corner clip bears North 28°45'02" East, a distance of 24.28 feet;

**THENCE** with said corner clip and the west line of said Lot A, South 28°45'02" West, a distance of 5.30 feet to a 1/2" iron rod found for corner;

**THENCE** continuing with the said west line of Lot A and with the said northeast right-of-way line of Sakowitz Drive, South 41°53'53" East, a distance of 340.00 feet to a 5/8" iron rod with "KHA" cap set for corner;

**THENCE** departing the said west line of Lot A and the said northeast right-of-way line of Sakowitz Drive, South 48°06'07" West, a distance of 25.12 feet to an "X" cut in concrete set for corner in the centerline of said Sakowitz Drive;

**THENCE** along the centerline of said Sakowitz Drive, North 41°57'00" West, a distance of 341.76 feet to a an "X" cut in concrete set for corner in the said south right-of-way line of Bellline Road;

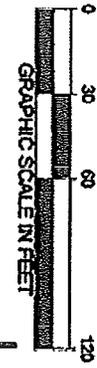
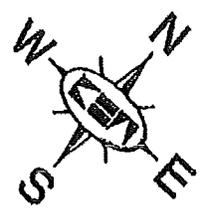
**THENCE** with the said south right-of-way line of Bellline Road, North 48°06'07" East, a distance of 30.43 feet to the **POINT OF BEGINNING** and containing 8,643 square feet or 0.198 acres of land.

The bearing system for this plat is based on a bearing of North 90°00'00" East, for the south right-of-way line of Bell Line Road according to the Amended Plat of Lot 1A, Lot 1B & Lot 2A of Village on the Parkway recorded in Volume 2001019, Page 914 of the Deed Records of Dallas County, Texas.

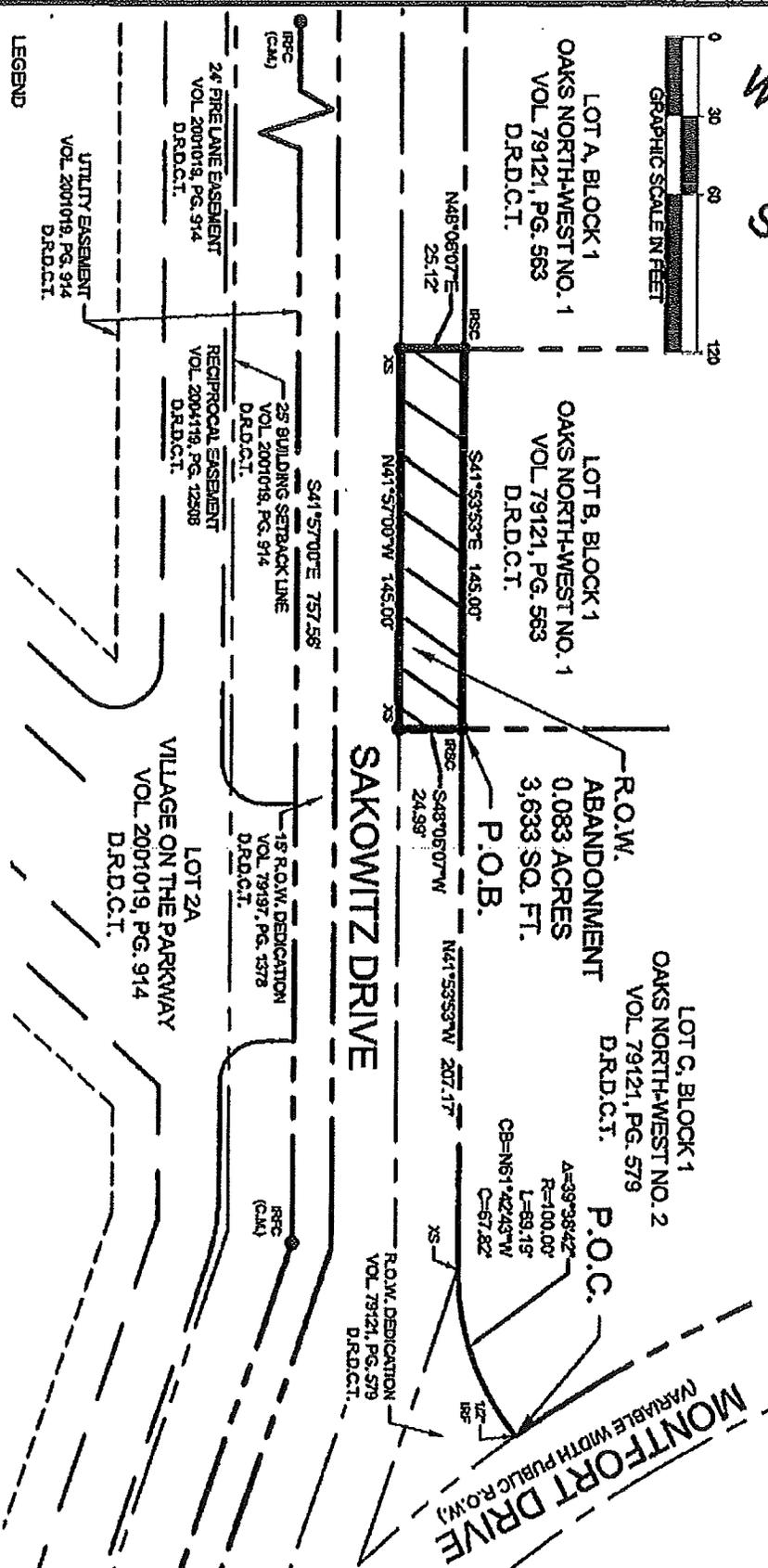
DANA BROWN  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 5336  
12750 MERIT DRIVE, SUITE 1000  
DALLAS, TEXAS 75251  
PH. 972-770-1300  
dana.brown@kimley-horn.com



			<b>Kimley-Horn and Associates, Inc.</b> 12750 Merit Drive, Suite 1000 Dallas, Texas 75251 Tel. No. (972) 770-1300 Fax No. (972) 239-3620		
N/A	SLJ	DAB	MARCH 2013	063319033	1 OF 2



**R.O.W. ABANDONMENT  
SAKOWITZ DRIVE  
ALLEN BLEDSOE SURVEY, ABSTRACT NO. 157  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS**



**LEGEND**

IRSC = 5/8" IRON ROD WITH 7/4"x4" CAP SET  
 IRFC = IRON ROD FOUND  
 XS = "X" CUT IN CONCRETE SET  
 C.M. = CONTROLLING MONUMENT  
 P.O.B. = POINT OF BEGINNING  
 P.O.C. = POINT OF COMMENCING  
 D.R.D.C.T. = DEED RECORDS, DALLAS COUNTY, TEXAS

**NOTES:**

The bearing system for this plat is based on a bearing of North 90°00'00" East, for the south right-of-way line of Belt Line Road according to the Amended Plat of Lot 1A, Lot 1B & Lot 2A of Village on the Parkway recorded in Volume 2001019, Page 914 of the Deed Records of Dallas County, Texas.

2729 West Olive, Suite 1000 Dallas, Texas 75201	
<b>Kimley-Horn and Associates, Inc.</b>	
Tel. No. (972) 770-1000 Fax No. (972) 259-9200	
Scale:	1" = 40'
Drawn by:	SJ
Checked by:	DAB
Date:	MARCH 2013
Printed by:	INDEX 1002
Sheet No.:	2 OF 2

Exhibit A-2

**R.O.W. ABANDONMENT  
SAKOWITZ DRIVE  
ALLEN BLEDSOE SURVEY, ABSTRACT NO. 157  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

**BEING** a tract of land situated in the Allen Bledsoe Survey, Abstract No. 157, Town of Addison, Dallas County, Texas and being part of Sakowitz Drive and being more particularly described as follows:

**COMMENCING** at a 1/2" Iron rod found for corner at the intersection of the west right-of-way line of Montfort Drive (a variable width right-of-way) and the northeast right-of-way line of said Sakowitz Drive at the beginning of a non-tangent curve to the right having a central angle of 39°38'42", a radius of 100.00 feet, a chord bearing and distance of North 61°42'43" West, 67.82 feet; same being the east corner of a variable width right-of-way dedication and the south corner of Lot C, Block 1, Oaks North-West No. 2, an addition to the Town of Addison, Dallas County, Texas, according to the plat recorded in Volume 79121, Page 579 of the Deed Records of Dallas County, Texas;

**THENCE** with the said northeast right-of-way line of Sakowitz Drive, the southwest line of said Lot C, Block 1, and said curve to the right, an arc distance of 69.19 feet to an "X" cut in concrete set at the end of said curve;

**THENCE** continuing with the said northeast right-of-way line of Sakowitz Drive and the southwest line of said Lot C, Block 1, North 41°53'53" West, a distance of 207.17 feet to a 5/8" Iron rod with "KHA" cap set for the **POINT OF BEGINNING**; same being the south corner of Lot B, Block 1 of Oaks North-West No. 1, an addition to the Town of Addison, Dallas County, Texas, according to the plat recorded in Volume 79121, Page 583 of the Deed Records of Dallas County, Texas;

**THENCE** departing the said northeast right-of-way line of Sakowitz Drive, South 48°06'07" West, a distance of 24.99 feet to an "X" cut in concrete set for corner in the centerline of said Sakowitz Drive;

**THENCE** along the said centerline of Sakowitz Drive, North 41°57'00" West, a distance of 145.00 feet to an "X" cut in concrete set for corner;

**THENCE** departing the said centerline of Sakowitz Drive, North 48°06'07" East, a distance of 25.12 feet to a 5/8" Iron rod with "KHA" cap set in the said northeast right-of-way line of Sakowitz Drive for the west corner of said Lot B;

**THENCE** with the said northeast right-of-way line of Sakowitz Drive and the southwest line of said Lot B, South 41°53'53" East, a distance of 145.00 feet to the **POINT OF BEGINNING** and containing 3,633 square feet or 0.083 acres of land.

The bearing system for this plat is based on a bearing of North 90°00'00" East, for the south right-of-way line of Belt Line Road according to the Amended Plat of Lot 1A, Lot 1B & Lot 2A of Village on the Parkway recorded in Volume 2001019, Page 914 of the Deed Records of Dallas County, Texas.

DANA BROWN  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 5336



**Kimley-Horn  
and Associates, Inc.**

12760 Meier Drive, Suite 1000  
Dallas, Texas 75251

Tel. No. (972) 770-1300  
Fax No. (972) 238-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SLJ	OAB	MARCH 2013	063319038	1 OF 2

PLOTTED BY JONES, STEPHANIE 3/27/2013 9:41 AM DWG NAME K:\DAL\_SURVEY\063319038-VILLAGE ON THE PARKWAY\DWG\063319038-OAKS HWY2 ABND 20130328.DWG LAST SAVED 3/27/2013 9:32 AM

**Exhibit A-2**

**R.O.W. ABANDONMENT  
SAKOWITZ DRIVE  
ALLEN BLEDSOE SURVEY, ABSTRACT NO. 167  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

**BEING** a tract of land situated in the Allen Bledsoe Survey, Abstract No. 167, Town of Addison, Dallas County, Texas and being part of Sakowitz Drive and being more particularly described as follows:

**COMMENCING** at a 1/2" Iron rod found for corner at the intersection of the west right-of-way line of Montfort Drive (a variable width right-of-way) and the northeast right-of-way line of said Sakowitz Drive at the beginning of a non-tangent curve to the right having a central angle of 39°38'42", a radius of 100.00 feet, a chord bearing and distance of North 61°42'43" West, 67.82 feet; same being the east corner of a variable width right-of-way dedication and the south corner of Lot C, Block 1, Oaks North-West No. 2, an addition to the Town of Addison, Dallas County, Texas, according to the plat recorded in Volume 79121, Page 579 of the Deed Records of Dallas County, Texas;

**THENCE** with the said northeast right-of-way line of Sakowitz Drive, the southwest line of said Lot C, Block 1, and said curve to the right, an arc distance of 69.19 feet to an "X" cut in concrete set at the end of said curve;

**THENCE** continuing with the said northeast right-of-way line of Sakowitz Drive and the southwest line of said Lot C, Block 1, North 41°53'53" West, a distance of 207.17 feet to a 5/8" Iron rod with "KHA" cap set for the **POINT OF BEGINNING**; same being the south corner of Lot B, Block 1 of Oaks North-West No. 1, an addition to the Town of Addison, Dallas County, Texas, according to the plat recorded in Volume 79121, Page 583 of the Deed Records of Dallas County, Texas;

**THENCE** departing the said northeast right-of-way line of Sakowitz Drive, South 48°08'07" West, a distance of 24.99 feet to an "X" cut in concrete set for corner in the centerline of said Sakowitz Drive;

**THENCE** along the said centerline of Sakowitz Drive, North 41°57'00" West, a distance of 145.00 feet to an "X" cut in concrete set for corner;

**THENCE** departing the said centerline of Sakowitz Drive, North 48°08'07" East, a distance of 25.12 feet to a 5/8" Iron rod with "KHA" cap set in the said northeast right-of-way line of Sakowitz Drive for the west corner of said Lot B;

**THENCE** with the said northeast right-of-way line of Sakowitz Drive and the southwest line of said Lot B, South 41°53'53" East, a distance of 145.00 feet to the **POINT OF BEGINNING** and containing 3,633 square feet or 0.083 acres of land.

The bearing system for this plat is based on a bearing of North 90°00'00" East, for the south right-of-way line of Belt Line Road according to the Amended Plat of Lot 1A, Lot 1B & Lot 2A of Village on the Parkway recorded in Volume 2001019, Page 914 of the Deed Records of Dallas County, Texas.

DANA BROWN  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 5336



**Kimley-Horn  
and Associates, Inc.**

12750 North Ochs, Suite 1000  
Dallas, Texas 75251

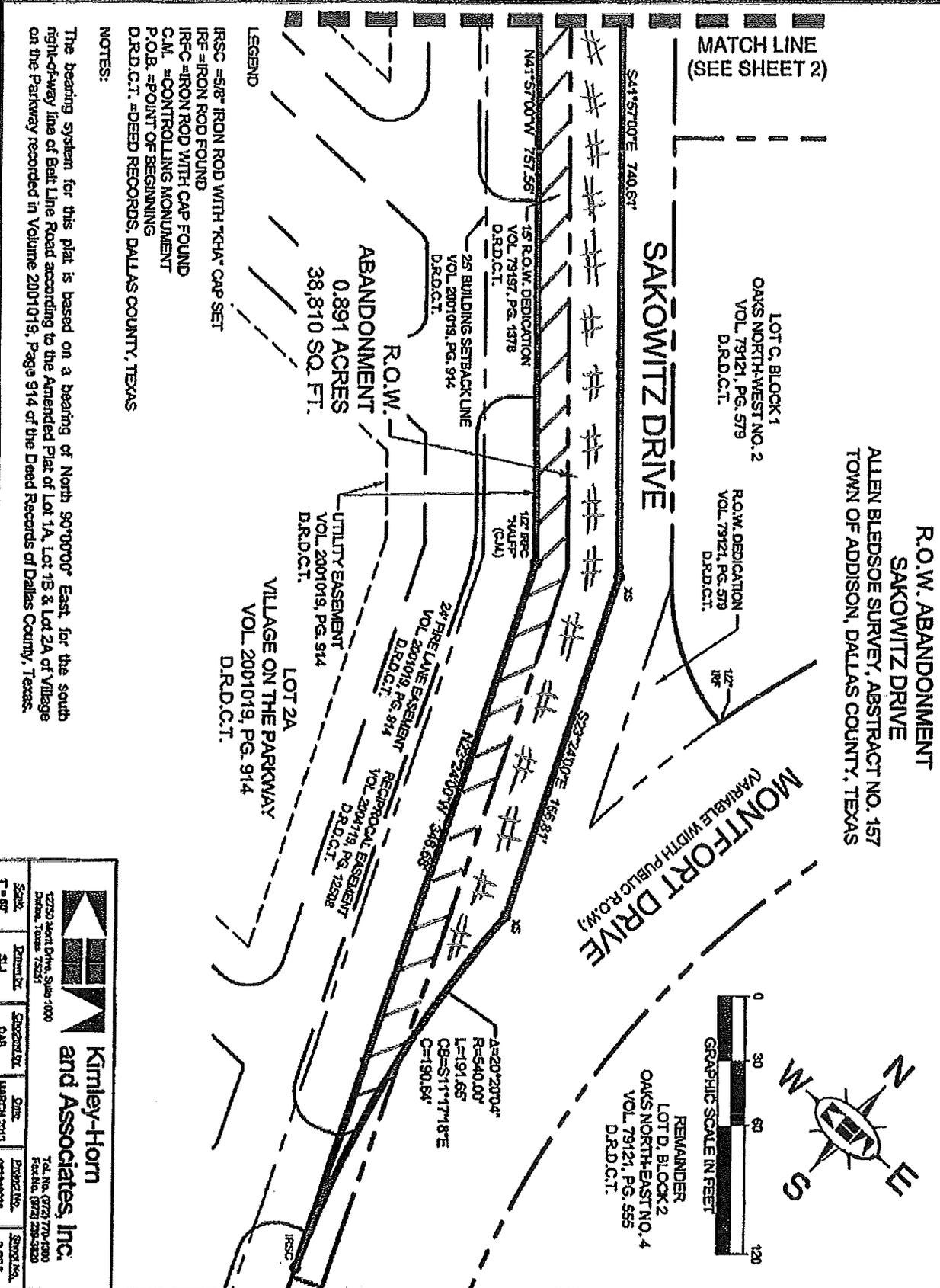
Tel. No. (972) 770-1300  
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
NA	SLJ	OAB	MARCH 2013	063319038	1 OF 2

PLOTTED BY JONES, STEPHANIE 3/27/2013 9:41 AM DWG NAME K:\DAL\_SURVEY\063319038-VILLAGE ON THE PARKWAY\DWG\063319038-OAKS HWY ABND 20130326.DWG LAST SAVED 3/27/2013 9:32 AM







PLOTTED BY JONES, STEPHAN E 3/27/2013 8:53 AM DWG NAME KADL\_SURVEY\063319038-VILLAGE ON THE PARKWAY\DWG\063316038-VOP ABND 1 20130328 DWG LAST SAVED 3/28/2013 8:50 PM

Exhibit A-4

**R.O.W. ABANDONMENT  
SAKOWITZ DRIVE  
ALLEN BLEDSOE SURVEY, ABSTRACT NO. 157  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

**BEING** a tract of land situated in the Allen Bledsoe Survey, Abstract No. 157, Town of Addison, Dallas County, Texas and being part of Sakowitz Drive and being more particularly described as follows:

**BEGINNING** at a 1/2" iron rod with "Halff & Associates" cap found for corner at the south end of a right-of-way corner clip at the intersection of the southwest right-of-way line of said Sakowitz Drive with the south right-of-way line of Belt Line Road (a variable width public right-of-way);

**THENCE** departing said right-of-way corner clip and with the said south right-of-way line of Belt Line Road, the following courses and distances:

South 65°51'30" East, a distance of 25.40 feet to an "X" cut in concrete set for corner;  
North 48°33'00" East, a distance of 29.71 feet to an "X" cut in concrete set for corner in the centerline of said Sakowitz Drive;

**THENCE** along the said centerline of Sakowitz Drive, the following courses and distances:

South 41°57'00" East, a distance of 740.61 feet to an "X" cut in concrete set for corner;  
South 23°24'00" East, a distance of 166.81 feet to an "X" cut in concrete set in the west right-of-way line of Montfort Drive (a variable width right-of-way) at the beginning of a non-tangent curve to the left having a central angle of 20°20'04", a radius of 540.00 feet, a chord bearing and distance of South 11°17'18" East, 190.64 feet;

**THENCE** with the said west right-of-way line of Montfort Drive and said curve to the left, in a southeasterly direction, an arc distance of 191.65 feet to a 5/8" iron rod with "KHA" cap set for corner at the south end of a right-of-way corner clip at the intersection of the said west right-of-way line of Montfort Drive and the said southwest right-of-way line of Sakowitz Drive at the end of said curve;

**THENCE** with said right-of-way corner clip, North 23°24'00" West, a distance of 346.68 feet to a 1/2" iron rod with "Halff & Associates" cap found for corner in the said southwest right-of-way line of Sakowitz Drive;

**THENCE** with the said southwest right-of-way line of Sakowitz Drive, North 41°57'00" West, a distance of 757.56 feet to the **POINT OF BEGINNING** and containing 38,810 square feet or 0.891 acres of land.

The bearing system for this plat is based on a bearing of North 90°00'00" East, for the south right-of-way line of Belt Line Road according to the Amended Plat of Lot 1A, Lot 1B & Lot 2A of Village on the Parkway recorded in Volume 2001019, Page 914 of the Deed Records of Dallas County, Texas.

DANA BROWN  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 5336  
12750 MERIT DRIVE, SUITE 1000  
DALLAS, TEXAS 75251  
PH. 972-770-1300  
dana.brown@kimley-horn.com



 <b>Kimley-Horn and Associates, Inc.</b>		12750 Merit Drive, Suite 1000 Dallas, Texas 75251		Tel. No. (972) 770-1300 Fax No. (972) 239-3920	
		Scale	Drawn by	Checked by	Date
N/A	SLJ	DAB	MARCH 2013	063316036	1 OF 3

PLOTTED BY JONES, STEPHANIE 3/27/2013 8:53 AM DWG NAME R:\REAL SURVEY\063319038-VILLAGE ON THE PARKWAY\DWG\063319038-VOP ABND 120130328.DWG LAST SAVED 3/28/2013 8:50 PM

**EXHIBIT B**

*[Executed Copy of Utility Easement]*

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

After Recording Return To:  
Ms. Carmen Moran  
Town of Addison, Texas  
P.O. Box 9010  
Addison, Texas 75001

**EASEMENT FOR UTILITIES**

**DATE:**       April \_\_\_\_, 2013

**GRANTORS:**     VOP, LP  
                  2000 McKinney Avenue, Suite 1000  
                  Dallas, Texas 75201  
                  Attn: Mr. Robert Dozier

                  STONEGATE COMPANY, LTD.  
                  3709 Bryn Mawr Drive  
                  Dallas, Texas 75225  
                  Attn: Mr. Keith Young

                  PRESTONWOOD PLACE LIMITED PARTNERSHIP  
                  c/o Rushmore Properties, LLC  
                  212 W. Kinzie Street, 6<sup>th</sup> Floor  
                  Chicago, Illinois 60654  
                  Attn: Mr. Marc Reinisch

**GRANTEE:**       TOWN OF ADDISON, TEXAS  
                  5300 Belt Line Road  
                  Dallas, Texas 75254  
                  (Dallas County, Texas)

**CONSIDERATION:**

Ten Dollars (\$10.00) in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantors, and other good and valuable consideration.

**EASEMENT PROPERTY:**

See Exhibit "A" attached hereto and incorporated herein by reference.

**EASEMENT PURPOSE:** For the construction, installation, operation, improvement, use, inspection, repair, maintenance, reconstruction, replacement, relocation and removal of utilities (including, without limitation, water, sanitary sewer, storm sewer, drainage, electric, gas, telephone, telecommunications, and cable television), together with all and singular related rights and appurtenances, facilities, equipment and attachments thereto, including, without limitation, lines, pipelines, valves, manholes, manhole vents, lateral line connections, and junction boxes (collectively, the "Facilities"), and customary uses attendant thereto.

**RESERVATIONS FROM CONVEYANCE:**

None.

**EXCEPTIONS TO WARRANTY:**

None.

**GRANT OF EASEMENT:** Grantors, for the Consideration described above and subject to the Reservations from Conveyance and the Exceptions to Warranty, DEDICATE, GRANT, SELL, and CONVEY to Grantee and Grantee's successors and assigns, each as to their respective interests in and to the Easement Property, an easement and right-of-way on, in, over, under, through, and across the Easement Property, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), TO HAVE AND TO HOLD the Easement to Grantee and Grantee's heirs, successors and assigns forever. Grantors bind Grantors and each Grantor's heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND the title to the Easement in Grantee and Grantee's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, by, through or under Grantors, but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Warranty.

**TERMS AND CONDITIONS:**

1. *Character of Easement.* The Easement is irrevocable and is for the benefit of Grantee and Grantee's heirs, successors and assigns. The Easement is appurtenant to and runs with the real property of Grantee which abuts the Easement Property or any portion thereof.
2. *Duration of Easement.* The duration of the Easement is perpetual.
3. *Reservation of Rights.* Grantors reserve for Grantors and each Grantor's heirs, successors and assigns the right to use all or part of the Easement Property in conjunction with Grantors, and to grant easement rights to others, as long as such use by Grantors and each of Grantor's heirs, successors and assigns and such other parties does not interfere with the use of the Easement Property by Grantee and Grantee's successors and assigns.
4. *Improvement and Maintenance of Easement Property.* Grantors agree, for the consideration set forth herein, not to construct or place within the Easement Property any buildings, structures, fences, or other improvements of any nature whatsoever, or any shrubs,

trees or other growth of any kind, or otherwise interfere with the Easement, without the prior written consent of Grantee; however, Grantors reserve the right to pave all or parts of the area of the Easement Property and use such area for parking and vehicular and pedestrian ingress and egress, but the same shall not interfere with Grantee's use of the Easement Property. Grantee shall have the right to remove, and keep removed, all or parts of any building, structure, fence, or other improvement, or any shrub, tree, or other growth, of any character that is located within the Easement Property and which, in the judgment of Grantee, may endanger or in any way interfere with the construction, efficiency, or convenient and safe operation and maintenance of the Easement or the Facilities described herein or the exercise of Grantee's rights hereunder. Grantee, its heirs, successors and assigns and its officers, employees, contractors, and licensees shall at all times have the right and privilege to access the Easement Property for the Easement Purpose. Grantee shall repair any damage to the Easement Property caused by Grantee or its agents or contractors.

5. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties or to those benefited by this agreement; provided, however that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law, in equity, or otherwise.

6. *Binding Effect.* This Easement for Utilities agreement binds and inures to the benefit of the Grantors and each Grantor's heirs, successors and assigns and the Grantee and Grantee's, heirs, successors and assigns.

7. *Choice of Law.* This Easement for Utilities agreement shall be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Exclusive venue is in Dallas County, Texas.

8. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any rights or remedies set forth in this Easement for Utilities agreement does not preclude pursuit of any other rights or remedies in this Easement for Utilities agreement or provided by law, in equity, or otherwise.

9. *Integration.* This Easement for Utilities agreement contains the complete agreement of the parties with respect to the matters set forth herein and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations or warranties that are not expressly set forth in this Easement for Utilities agreement.

10. *Legal Construction.* If any provision of this Easement for Utilities agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Easement for Utilities agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the

plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Easement for Utilities agreement are for reference only and are not intended to restrict or define the text of any section. This Easement for Utilities agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

11. *Notices.* Any notice, demand, request or communication required or permitted under this Easement for Utilities agreement shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given: when received if delivered personally; forty-eight (48) hours after deposit if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier. Address for notice are as follows:

To Grantors:

VOP, LP  
2000 McKinney Avenue, Suite 1000  
Dallas, Texas 75202  
Attn: Mr. Robert Dozier

Stonegate Company, Ltd.  
3709 Bryn Mawr Drive  
Dallas, Texas 75225  
Attn: Mr. Keith Young

Prestonwood Place Limited Partnership  
c/o Rushmore Properties, LLC  
212 W. Kinzie Street, 6<sup>th</sup> Floor  
Chicago, Illinois 60654  
Attn: Mr. Marc Reinisch

With a copy to:

GFIII/VO Parkway LLC  
c/o Long Wharf Real Estate Partners LLC  
One Federal Street  
Boston, Massachusetts 02110  
Attn: Executive Managing Director

To Grantee:

Town of Addison, Texas  
5300 Belt Line Road  
Dallas, Texas 75254  
Attn: City Manager

From time to time either party may designate another address within the 48 contiguous states of the United States of America for all purposes of this Easement for Utilities agreement by giving the other party not less than ten (10) days advance notice of such change of address in accordance with the provisions hereof.

12. *Third Party Beneficiaries.* This Easement for Utilities and all of its provisions are solely for the benefit of the parties hereto and their respective heirs, successors, and assigns.

13. *Authorized Persons.* The undersigned persons are the properly authorized representatives of each of the respective parties and have the necessary authority to execute this Easement for Utilities on behalf of the parties hereto.

**MISCELLANEOUS:**

When the context requires it, singular nouns and pronouns include the plural.

EXECUTED effective as of the date first written above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**GRANTORS:**

**VOP, LP,**  
a Delaware limited partnership

By: VOP GP LLC,  
a Delaware limited liability company,  
its General Partner

By: GF III VOP, LP,  
a Delaware limited partnership,  
its Manager

By: VOP SEC LP,  
a Texas limited partnership,  
its General Partner

By: VOP SEC GP LLC,  
a Texas limited liability company,  
its General Partner

By: LO VILLAGES ON THE PARWAY LLC,  
a Delaware limited liability company,  
its sole Member

By: Non-Member Manager, Inc.,  
a Texas corporation,  
its Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS        )  
                                  )  
COUNTY OF DALLAS    )

I, \_\_\_\_\_, a Notary Public in and for the State of Texas,  
do hereby certify that \_\_\_\_\_, as  
\_\_\_\_\_ of Non-Member Manager, Inc., a Texas  
corporation, as Manager of LO VILLAGES ON THE PARKWAY LLC, a Delaware  
limited liability company, as sole Member of VOP SEC GP LLC, a Texas limited  
liability company, as General Partner of VOP SEC LP, a Texas limited partnership, as  
General Partner of GF III VOP, LP, a Delaware limited partnership, as Manager of VOP  
GP LLC, a Delaware limited liability company, as General Partner of VOP, LP, a  
Delaware limited partnership, personally appeared before me in said State and County on  
the \_\_\_\_ day of April, 2013, and acknowledged the same to be the act and deed of said  
entities on behalf of said entities.

Given under by hand and seal this \_\_\_\_ day of April, 2013.

\_\_\_\_\_  
Notary Public, State of Texas

Printed Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**STONEGATE COMPANY, LTD.,**  
a Texas limited partnership

By: M.S.M. Land Incorporated,  
a Texas corporation,  
its general partner

By: \_\_\_\_\_  
Name: Keith Young  
Title: President

STATE OF TEXAS                    )  
  )  
COUNTY OF DALLAS                )

I, \_\_\_\_\_, a Notary Public in and for the State of Texas, do hereby certify that Keith Young, as President of M.S.M. Land Incorporated, a Texas corporation, as general partner of STONEGATE COMPANY, LTD., a Texas limited partnership, personally appeared before me in said State and County on the \_\_\_\_\_ day of April, 2013, and acknowledged the same to be the act and deed of said entities on behalf of said entity.

Given under by hand and seal this \_\_\_\_ day of April, 2013.

\_\_\_\_\_  
Notary Public, State of Texas

Printed Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**PRESTONWOOD PLACE LIMITED PARTNERSHIP,**  
a Texas limited partnership

By: Rushmore Prestonwood Place GP, LLC,  
Its general partner

By: Rushmore Properties, LLC,  
Its manager

By: Rushmore Partners, LLC,  
Its managing member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF ILLINOIS                    )  
  )  
COUNTY OF COOK                    )

I, \_\_\_\_\_, a Notary Public in and for the State of Illinois, do hereby certify that \_\_\_\_\_, as \_\_\_\_\_ of Rushmore Partners, LLC, as Managing Member of Rushmore Properties, LLC, as Manager of Rushmore Prestonwood Place GP, LLC, as General Partner of PRESTONWOOD PLACE LIMITED PARTNERSHIP, a Texas limited partnership, personally appeared before me in said State and County on the \_\_\_\_ day of April, 2013, and acknowledged the same to be the act and deed of said entities on behalf of said entities.

Given under by hand and seal this \_\_\_\_ day of April, 2013.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**GRANTEE:**

Town of Addison, Texas

By: \_\_\_\_\_  
Ron Whitehead, City Manager

STATE OF TEXAS           §

COUNTY OF DALLAS       §

Before me, the undersigned authority, on this day personally appeared Ron Whitehead, City Manager of the Town of Addison, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that [s]he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of April, 2013.

\_\_\_\_\_  
Notary Public, State of Texas

Printed Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**Consent and Subordination by Lienholder  
(VOP LENDER)**

Bank of America, N.A. ("Lender") hereby joins in the execution of this Agreement for the purpose of confirming Lender's consent to the terms and provisions of this Agreement and further confirming that the liens and security interests evidenced by that certain Amended and Restated Deed of Trust, Assignment of Rents and Leases, Security Agreement, fixture Filing and Financing Statement recorded in the Real Property Records of Dallas County, Texas (as the same has been and may be amended from time to time, together with any corresponding loan documents), are and shall be and remain subject and subordinate in all respects to the terms and provisions of this Agreement and the easements created hereby.

**LENDER:**

BANK OF AMERICA, N.A.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS    §

This instrument was acknowledged before me this \_\_\_\_ day of April, 2013, by \_\_\_\_\_, \_\_\_\_\_ of BANK OF AMERICA, N.A., and as the act and deed of such national association, for the consideration therein expressed, and in the capacity therein stated.

Given under by hand and seal this \_\_\_\_ day of April, 2013.

\_\_\_\_\_  
Notary Public, State of Texas

Printed Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_



**R.O.W. ABANDONMENT  
SAKOWITZ DRIVE  
ALLEN BLEDSOE SURVEY, ABSTRACT NO. 157  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

**BEING** a tract of land situated in the Allen Bledsoe Survey, Abstract No. 157, Town of Addison, Dallas County, Texas and being part of Sakowitz Drive and being more particularly described as follows:

**BEGINNING** at a 1/2" Iron rod with "Halff & Associates" cap found for corner at the south end of a right-of-way corner clip at the intersection of the southwest right-of-way line of said Sakowitz Drive with the south right-of-way line of Belt Line Road (a variable width public right-of-way);

**THENCE** departing said right-of-way corner clip and with the said south right-of-way line of Belt Line Road, the following courses and distances:

South 65°51'30" East, a distance of 25.40 feet to an "X" cut in concrete set for corner;  
North 48°33'00" East, a distance of 29.71 feet to an "X" cut in concrete set for corner in the centerline of said Sakowitz Drive;

**THENCE** along the said centerline of Sakowitz Drive, the following courses and distances:

South 41°57'00" East, a distance of 740.61 feet to an "X" cut in concrete set for corner;  
South 23°24'00" East, a distance of 166.81 feet to an "X" cut in concrete set in the west right-of-way line of Montfort Drive (a variable width right-of-way) at the beginning of a non-tangent curve to the left having a central angle of 20°20'04", a radius of 540.00 feet, a chord bearing and distance of South 11°17'18" East, 190.64 feet;

**THENCE** with the said west right-of-way line of Montfort Drive and said curve to the left, in a southeasterly direction, an arc distance of 191.65 feet to a 5/8" Iron rod with "KHA" cap set for corner at the south end of a right-of-way corner clip at the intersection of the said west right-of-way line of Montfort Drive and the said southwest right-of-way line of Sakowitz Drive at the end of said curve;

**THENCE** with said right-of-way corner clip, North 23°24'00" West, a distance of 346.68 feet to a 1/2" Iron rod with "Halff & Associates" cap found for corner in the said southwest right-of-way line of Sakowitz Drive;

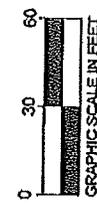
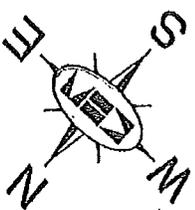
**THENCE** with the said southwest right-of-way line of Sakowitz Drive, North 41°57'00" West, a distance of 757.56 feet to the **POINT OF BEGINNING** and containing 38,810 square feet or 0.891 acres of land.

The bearing system for this plat is based on a bearing of North 90°00'00" East, for the south right-of-way line of Belt Line Road according to the Amended Plat of Lot 1A, Lot 1B & Lot 2A of Village on the Parkway recorded in Volume 2001019, Page 914 of the Deed Records of Dallas County, Texas.

DANA BROWN  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 5336  
12750 MERIT DRIVE, SUITE 1000  
DALLAS, TEXAS 75251  
PH. 972-770-1300  
dana.brown@kimley-horn.com



 <b>Kimley-Horn and Associates, Inc.</b>		12750 Merit Drive, Suite 1000 Dallas, Texas 75251		Tel. No. (972) 770-1300 Fax No. (972) 239-3820	
		Scale N/A	Drawn by SLJ	Checked by DAB	Date MARCH 2013



**BELT LINE ROAD**  
(VARIABLE WIDTH PUBLIC R.O.W.)

5/8" IRFC "KHA"  
1/2" IRF

COUNTY OF DALLAS  
VOL. 3495, PG. 584  
D.R.D.C.T.

R.O.W. ABANDONMENT  
SAKOWITZ DRIVE  
ALLEN BLEDSOE SURVEY, ABSTRACT NO. 157  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

LOT A, BLOCK 1  
OAKS NORTH-WEST NO. 1  
VOL. 79121, PG. 563  
D.R.D.C.T.

LOT B, BLOCK 1  
OAKS NORTH-WEST NO. 1  
VOL. 79121, PG. 563  
D.R.D.C.T.

**SAKOWITZ DRIVE**

S41°57'00"E 740.81'

N41°57'00"W 757.56'

R.O.W.  
ABANDONMENT  
0.891 ACRES  
38,810 SQ. FT.

LOT 2A  
VILLAGE ON THE PARKWAY  
VOL. 2001019, PG. 914  
D.R.D.C.T.

15' R.O.W. DEDICATION  
VOL. 79197, PG. 1378  
D.R.D.C.T.

25' BUILDING SETBACK LINE  
VOL. 2001019, PG. 914  
D.R.D.C.T.

24' FIRE LANE EASEMENT  
VOL. 2001019, PG. 914  
D.R.D.C.T.

UTILITY EASEMENT  
VOL. 2001019, PG. 914  
D.R.D.C.T.

10' DRAINAGE EASEMENT  
VOL. 85232, PG. 2351

UTILITY EASEMENT  
VOL. 2001019, PG. 914  
D.R.D.C.T.

**LEGEND**

- IRSC = 5/8" IRON ROD WITH "KHA" CAP SET
- IRF = IRON ROD FOUND
- IRFC = IRON ROD WITH CAP FOUND
- XS = "X" CUT IN CONCRETE SET
- C.M. = CONTROLLING MONUMENT
- P.O.B. = POINT OF BEGINNING
- D.R.D.C.T. = DEED RECORDS, DALLAS COUNTY, TEXAS

**NOTES:**

The bearing system for this plat is based on a bearing of North 90°00'00" East, for the south right-of-way line of Belt Line Road according to the Amended Plat of Lot 1A, Lot 1B & Lot 2A of Village on the Parkway recorded in Volume 2001019, Page 914 of the Deed Records of Dallas County, Texas.

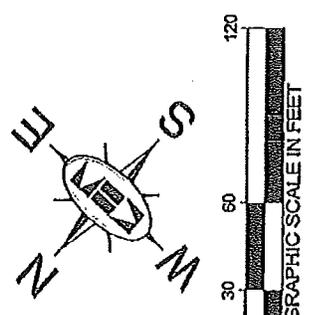
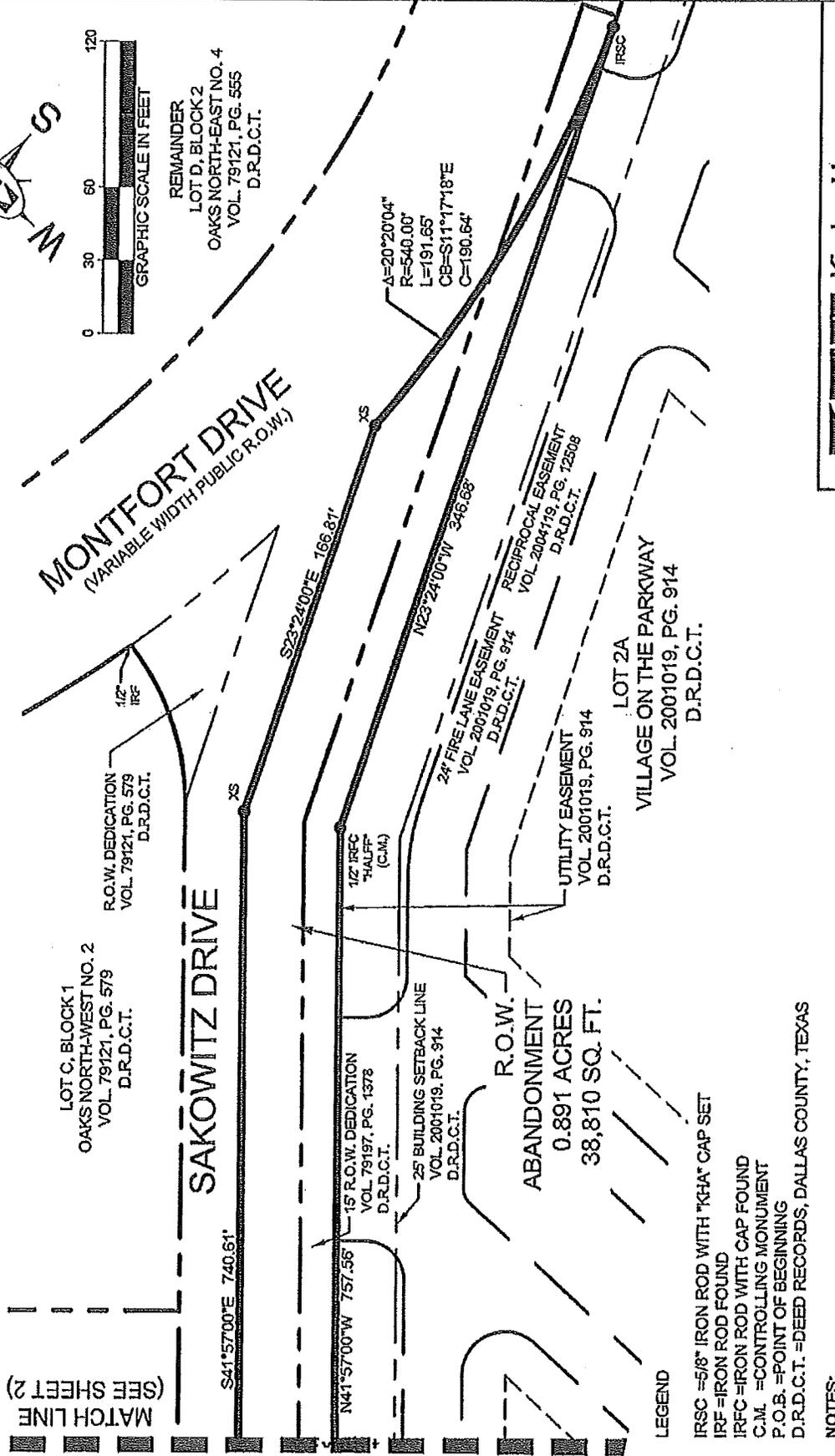
MATCH LINE  
(SEE SHEET 3)

PLOTTED BY JONES, STEPHANIE 9/27/2013 9:34 AM DWG NAME K:\DAL SURVEY\06319038-VOP ABND 1 20130326.DWG LAST SAVED 9/27/2013 9:18 AM

**Kimley-Horn and Associates, Inc.**  
12750 West Drive, Suite 1000  
Dallas, Texas 75251  
Tel. No. (972) 770-1300  
Fax No. (972) 255-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 80'	S.L.J.	D.A.B.	MARCH 2013	06319038	2 OF 3

R.O.W. ABANDONMENT  
 SAKOWITZ DRIVE  
 ALLEN BLEDSOE SURVEY, ABSTRACT NO. 157  
 TOWN OF ADDISON, DALLAS COUNTY, TEXAS



MATCH LINE  
 (SEE SHEET 2)

SAKOWITZ DRIVE

LOT C, BLOCK 1  
 OAKS NORTH-WEST NO. 2  
 VOL. 79121, PG. 579  
 D.R.D.C.T.

R.O.W. DEDICATION  
 VOL. 79121, PG. 579  
 D.R.D.C.T.

MONTFORT DRIVE  
 (VARIABLE WIDTH PUBLIC R.O.W.)

$S23^{\circ}24'00''E$  166.81'

15' R.O.W. DEDICATION  
 VOL. 79197, PG. 1378  
 D.R.D.C.T.

25' BUILDING SETBACK LINE  
 VOL. 2001019, PG. 914  
 D.R.D.C.T.

R.O.W. ABANDONMENT  
 0.891 ACRES  
 38,810 SQ. FT.

1/2" IRFC "HALF" (C.M.)

2' FIRE LANE EASEMENT  
 VOL. 2001019, PG. 914  
 D.R.D.C.T.

UTILITY EASEMENT  
 VOL. 2001018, PG. 914  
 D.R.D.C.T.

RECIPROCAL EASEMENT  
 VOL. 2004119, PG. 12508  
 D.R.D.C.T.

LOT 2A  
 VILLAGE ON THE PARKWAY  
 VOL. 2001019, PG. 914  
 D.R.D.C.T.

LEGEND

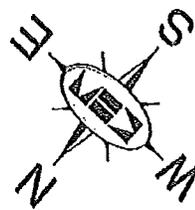
- IRSC = 5/8" IRON ROD WITH "KHA" CAP SET
- IRF = IRON ROD FOUND
- IRFC = IRON ROD WITH CAP FOUND
- C.M. = CONTROLLING MONUMENT
- P.O.B. = POINT OF BEGINNING
- D.R.D.C.T. = DEED RECORDS, DALLAS COUNTY, TEXAS

NOTES:

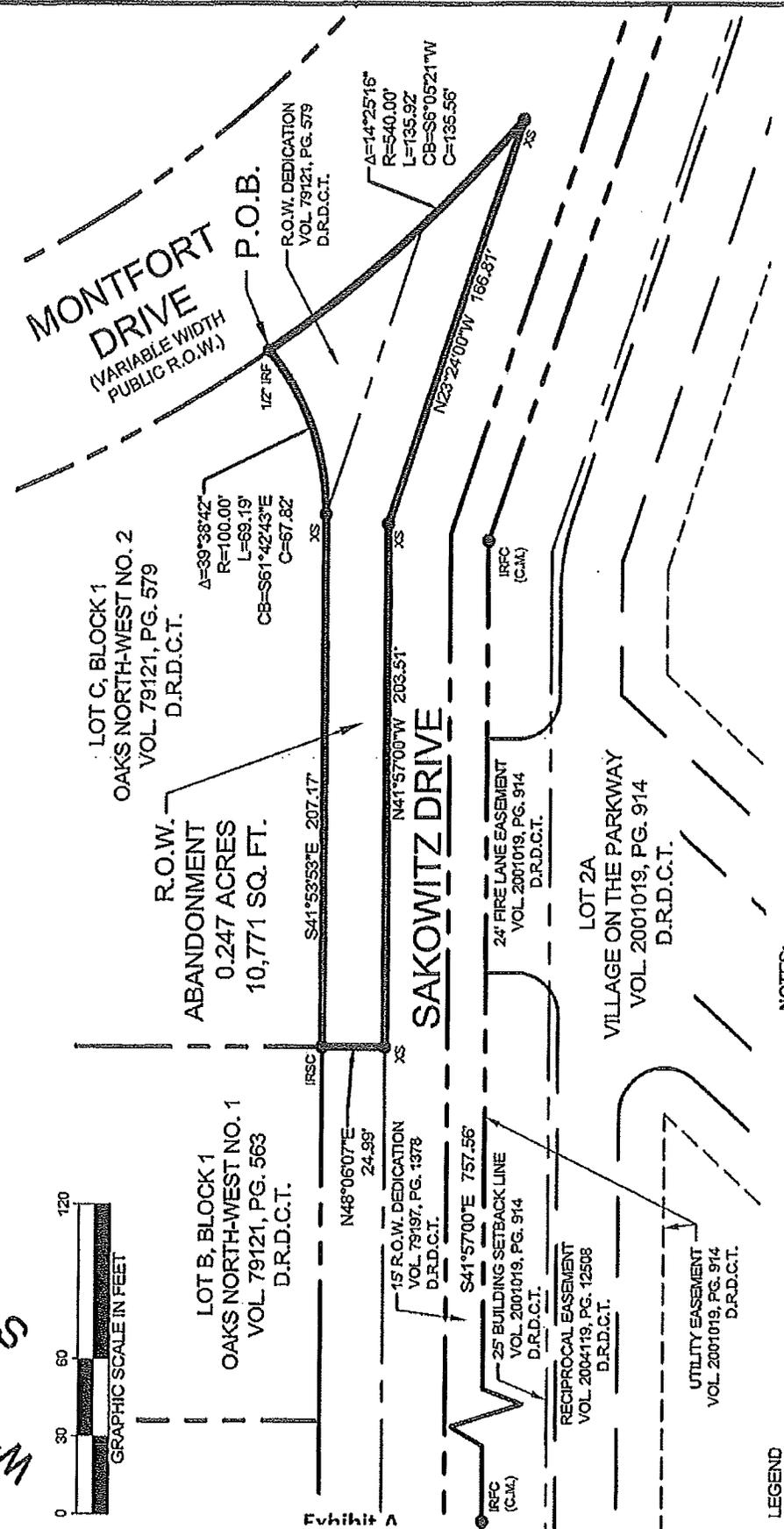
The bearing system for this plat is based on a bearing of North  $90^{\circ}00'00''$  East, for the south right-of-way line of Belt Line Road according to the Amended Plat of Lot 1A, Lot 1B & Lot 2A of Village on the Parkway recorded in Volume 2001019, Page 914 of the Deed Records of Dallas County, Texas.

**Kimley-Horn and Associates, Inc.**  
 12750 Merit Drive, Suite 1100  
 Dallas, Texas 75221  
 Tel. No. (972) 770-4300  
 Fax No. (972) 258-3820

Scale	1" = 60'
Drawn by	SLJ
Checked by	DAB
Date	MARCH 2013
Project No.	065319938
Sheet No.	3 OF 3



R.O.W. ABANDONMENT  
 SAKOWITZ DRIVE  
 ALLEN BLEDSOE SURVEY, ABSTRACT NO. 157  
 TOWN OF ADDISON, DALLAS COUNTY, TEXAS



**LEGEND**

- IRSC = 5/8" IRON ROD WITH "KHA" CAP SET
- IRF = IRON ROD FOUND
- IRFC = IRON ROD WITH CAP FOUND
- XS = "X" CUT IN CONCRETE SET
- C.M. = CONTROLLING MONUMENT
- P.O.B. = POINT OF BEGINNING
- D.R.D.C.T. = DEED RECORDS, DALLAS COUNTY, TEXAS

**NOTES:**

The bearing system for this plat is based on a bearing of North 90°00'00" East, for the south right-of-way line of Belt Line Road according to the Amended Plat of Lot 1A, Lot 1B & Lot 2A of Village on the Parkway recorded in Volume 2001019, Page 914 of the Deed Records of Dallas County, Texas.

	<b>Kimley-Horn and Associates, Inc.</b> 12759 Merit Drive, Suite 1000 Dallas, Texas 75251	Drawn by <b>SLJ</b>	Checked by <b>DAS</b>	Date <b>MARCH 2013</b>	Project No. <b>05219038</b>	Sheet No. <b>2 OF 2</b>
	Scale <b>1" = 50'</b>					

**R.O.W. ABANDONMENT  
SAKOWITZ DRIVE  
ALLEN BLEDSOE SURVEY, ABSTRACT NO. 157  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

**BEING** a tract of land situated in the Allen Bledsoe Survey, Abstract No. 157, Town of Addison, Dallas County, Texas, and being part of Sakowitz Drive and being more particularly described as follows:

**BEGINNING** at a 1/2" Iron rod found for corner at the intersection of the west right-of-way line of Montfort Drive (a variable width right-of-way) and the northeast right-of-way line of said Sakowitz Drive; being at the beginning of a non-tangent curve to the left having a central angle of 14°25'16", a radius of 540.00 feet, a chord bearing and distance of South 6°05'21" West, 135.56 feet; same being the east corner of a variable width right-of-way dedication and the south corner of Lot C, Block 1, Oaks North-West No. 2, an addition to the Town of Addison, Dallas County, Texas, according to the plat recorded in Volume 79121, Page 579 of the Deed Records of Dallas County, Texas;

**THENCE** in a southwesterly direction, with the said west right-of-way line of Montfort Drive and said curve to the left, an arc distance of 135.92 feet to an "X" cut in concrete set in the centerline of said Sakowitz Drive at the end of said curve;

**THENCE** on or along the said centerline of Sakowitz Drive, the following courses and distances:

- North 23°24'00" West, a distance of 166.81 feet to an "X" cut in concrete set for corner;
- North 41°57'00" West, a distance of 203.51 feet to an "X" cut in concrete set for corner;

**THENCE** departing the said centerline of Sakowitz Drive, North 48°06'07" East, a distance of 24.99 feet to a 5/8" Iron rod with "KHA" cap set for the south corner of Lot B, Block 1 of Oaks North-West No. 1, an addition to the Town of Addison, Dallas County, Texas, according to the plat recorded in Volume 79121, Page 563 of the Deed Records of Dallas County, Texas;

**THENCE** with the said northeast right-of-way line of Sakowitz Drive, the following courses and distances:

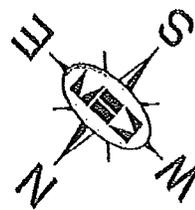
- South 41°53'53" East, a distance of 207.17 feet to an "X" cut in concrete set at the beginning of a tangent curve to the left having a central angle of 39°38'42", a radius of 100.00 feet, a chord bearing and distance of South 61°42'43" East, 67.82 feet;
- In a southeasterly direction, with said curve to the left, an arc distance of 69.19 feet to the **POINT OF BEGINNING** and containing 10,771 square feet or 0.247 acres of land.

The bearing system for this plat is based on a bearing of North 90°00'00" East, for the south right-of-way line of Belt Line Road according to the Amended Plat of Lot 1A, Lot 1B & Lot 2A of Village on the Parkway recorded in Volume 2001019, Page 914 of the Deed Records of Dallas County, Texas.



**DANA BROWN  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 5336**

 <b>Kimley-Horn and Associates, Inc.</b>		12750 Merit Drive, Suite 1000 Dallas, Texas 75251		Tel. No. (972) 770-1300 Fax No. (972) 239-3820	
		Scale N/A	Drawn by BLJ	Checked by OAB	Date MARCH 2013



**R.O.W. ABANDONMENT  
SAKOWITZ DRIVE**  
ALLEN BLEDSOE SURVEY, ABSTRACT NO. 157  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

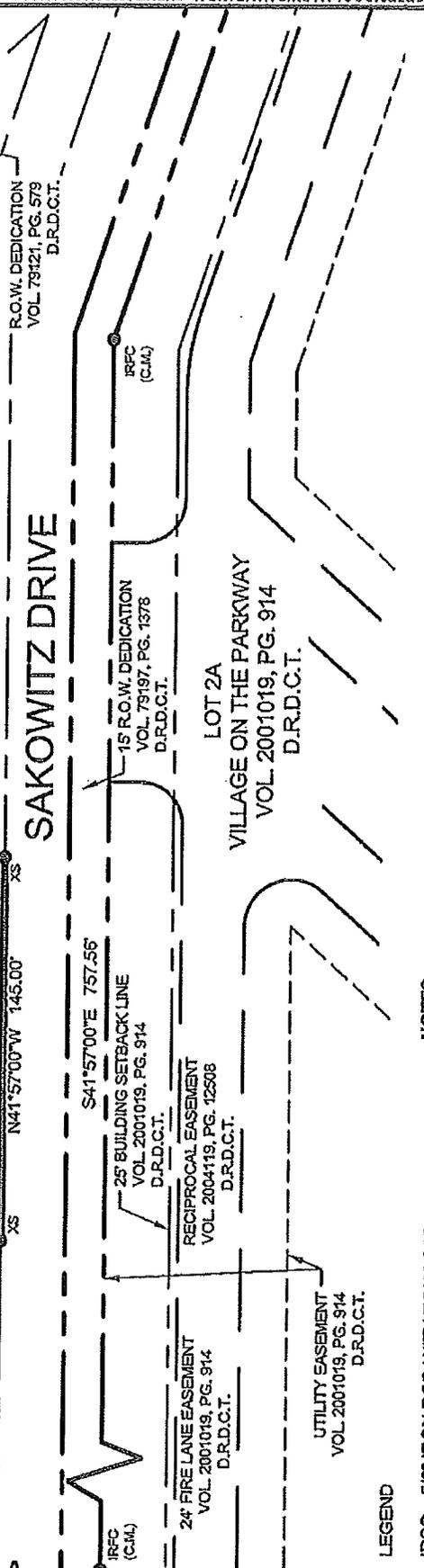
**LOT A, BLOCK 1  
OAKS NORTH-WEST NO. 1  
VOL. 79121, PG. 563  
D.R.D.C.T.**

**LOT B, BLOCK 1  
OAKS NORTH-WEST NO. 1  
VOL. 79121, PG. 563  
D.R.D.C.T.**

**LOT C, BLOCK 1  
OAKS NORTH-WEST NO. 2  
VOL. 79121, PG. 579  
D.R.D.C.T.**

**MONTFORT DRIVE  
(VARIABLE WIDTH PUBLIC R.O.W.)**

**P.O.C.**  
 $\Delta = 39^{\circ}38'42''$   
 $R = 100.00'$   
 $L = 69.15'$   
 $CB = N61^{\circ}42'43''W$   
 $C = 67.82'$



**LEGEND**

- IRSC = 5/8" IRON ROD WITH "KHA" CAP SET
- IRFC = IRON ROD FOUND
- IRFC = IRON ROD WITH CAP FOUND
- XS = "X" CUT IN CONCRETE SET
- C.M. = CONTROLLING MONUMENT
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCING
- D.R.D.C.T. = DEED RECORDS, DALLAS COUNTY, TEXAS

**NOTES:**

The bearing system for this plat is based on a bearing of North  $90^{\circ}00'00''$  East, for the south right-of-way line of Belt Line Road according to the Amended Plat of Lot 1A, Lot 1B & Lot 2A of Village on the Parkway recorded in Volume 2001019, Page 914 of the Deed Records of Dallas County, Texas.

**Kimley-Horn  
and Associates, Inc.**  
 12750 Mont Drive, Suite 1000  
 Dallas, Texas 75251  
 Tel. No. (972) 770-1300  
 Fax No. (972) 259-3820

Scale	1" = 60'
Drawn by	SLJ
Checked by	DAS
Date	MARCH 2013
Project No.	063019038
Sheet No.	2 OF 2

**R.O.W. ABANDONMENT  
SAKOWITZ DRIVE  
ALLEN BLEDSOE SURVEY, ABSTRACT NO. 157  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

**BEING** a tract of land situated in the Allen Bledsoe Survey, Abstract No. 157, Town of Addison, Dallas County, Texas and being part of Sakowitz Drive and being more particularly described as follows:

**COMMENCING** at a 1/2" iron rod found for corner at the intersection of the west right-of-way line of Montfort Drive (a variable width right-of-way) and the northeast right-of-way line of said Sakowitz Drive at the beginning of a non-tangent curve to the right having a central angle of 39°38'42", a radius of 100.00 feet, a chord bearing and distance of North 61°42'43" West, 67.82 feet; same being the east corner of a variable width right-of-way dedication and the south corner of Lot C, Block 1, Oaks North-West No. 2, an addition to the Town of Addison, Dallas County, Texas, according to the plat recorded in Volume 79121, Page 579 of the Deed Records of Dallas County, Texas;

**THENCE** with the said northeast right-of-way line of Sakowitz Drive, the southwest line of said Lot C, Block 1, and said curve to the right, an arc distance of 69.19 feet to an "X" cut in concrete set at the end of said curve;

**THENCE** continuing with the said northeast right-of-way line of Sakowitz Drive and the southwest line of said Lot C, Block 1, North 41°53'53" West, a distance of 207.17 feet to a 5/8" iron rod with "KHA" cap set for the **POINT OF BEGINNING**; same being the south corner of Lot B, Block 1 of Oaks North-West No. 1, an addition to the Town of Addison, Dallas County, Texas, according to the plat recorded in Volume 79121, Page 563 of the Deed Records of Dallas County, Texas;

**THENCE** departing the said northeast right-of-way line of Sakowitz Drive, South 48°06'07" West, a distance of 24.99 feet to an "X" cut in concrete set for corner in the centerline of said Sakowitz Drive;

**THENCE** along the said centerline of Sakowitz Drive, North 41°57'00" West, a distance of 145.00 feet to an "X" cut in concrete set for corner;

**THENCE** departing the said centerline of Sakowitz Drive, North 48°06'07" East, a distance of 25.12 feet to a 5/8" iron rod with "KHA" cap set in the said northeast right-of-way line of Sakowitz Drive for the west corner of said Lot B;

**THENCE** with the said northeast right-of-way line of Sakowitz Drive and the southwest line of said Lot B, South 41°53'53" East, a distance of 145.00 feet to the **POINT OF BEGINNING** and containing 3,633 square feet or 0.083 acres of land.

The bearing system for this plat is based on a bearing of North 90°00'00" East, for the south right-of-way line of Bell Line Road according to the Amended Plat of Lot 1A, Lot 1B & Lot 2A of Village on the Parkway recorded in Volume 2001019, Page 914 of the Deed Records of Dallas County, Texas.



**DANA BROWN  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 5336**

 <b>Kimley-Horn and Associates, Inc.</b>		12760 Merit Drive, Suite 1000 Dallas, Texas 75251		Tel. No. (972) 770-1300 Fax No. (972) 239-3820	
		Scale N/A	Drawn by SLJ	Checked by DAB	Date MARCH 2013



**R.O.W. ABANDONMENT  
SAKOWITZ DRIVE  
ALLEN BLEDSOE SURVEY, ABSTRACT NO. 157  
TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

**BEING** a tract of land situated in the Allen Bledsoe Survey, Abstract No. 157, Town of Addison, Dallas County, Texas and being part of Sakowitz Drive and being more particularly described as follows:

**BEGINNING** at a 5/8" iron rod with "KHA" cap set for corner in a right-of-way corner clip at the intersection of the south right-of-way line of Bellline Road (a variable width public right-of-way) and the northeast right-of-way line of Sakowitz Drive; same being the west line of Lot A, Block 1, Oaks North-West No. 1, an addition to the Town of Addison, Dallas County, Texas, according to the plat recorded in Volume 79121, Page 563 of the Deed Records of Dallas County, Texas; from said point a 5/8" iron rod with "KHA" cap found for the northernmost corner of said right-of-way corner clip bears North 28°45'02" East, a distance of 24.28 feet;

**THENCE** with said corner clip and the west line of said Lot A, South 28°45'02" West, a distance of 5.30 feet to a 1/2" iron rod found for corner;

**THENCE** continuing with the said west line of Lot A and with the said northeast right-of-way line of Sakowitz Drive, South 41°53'53" East, a distance of 340.00 feet to a 5/8" iron rod with "KHA" cap set for corner;

**THENCE** departing the said west line of Lot A and the said northeast right-of-way line of Sakowitz Drive, South 48°06'07" West, a distance of 25.12 feet to an "X" cut in concrete set for corner in the centerline of said Sakowitz Drive;

**THENCE** along the centerline of said Sakowitz Drive, North 41°57'00" West, a distance of 341.76 feet to an "X" cut in concrete set for corner in the said south right-of-way line of Bellline Road;

**THENCE** with the said south right-of-way line of Bellline Road, North 48°06'07" East, a distance of 30.43 feet to the **POINT OF BEGINNING** and containing 8,643 square feet or 0.198 acres of land.

The bearing system for this plat is based on a bearing of North 90°00'00" East, for the south right-of-way line of Bell Line Road according to the Amended Plat of Lot 1A, Lot 1B & Lot 2A of Village on the Parkway recorded in Volume 2001019, Page 914 of the Deed Records of Dallas County, Texas.

DANA BROWN  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 5336  
12750 MERIT DRIVE, SUITE 1000  
DALLAS, TEXAS 75251  
PH. 972-770-1300  
dana.brown@kimley-horn.com



 <b>Kimley-Horn and Associates, Inc.</b>		12750 Merit Drive, Suite 1000 Dallas, Texas 75251		Tel. No. (972) 770-1300 Fax No. (972) 239-3820	
		Scale	Drawn by	Checked by	Date
N/A	SLJ	DAB	MARCH 2013	063319038	1 OF 2

PLOTTED BY JONES, STEPHANIE 3/27/2013 6:50 AM DWG NAME: K:\DAL\_SURVEY\063319038-VILLAGE ON THE PARKWAY\DWG\063319038-OAKS NW\1 ABND 20130328.DWG LAST SAVED 3/27/2013 6:49 AM

## **Council Agenda Item: #R6**

### **AGENDA CAPTION:**

Presentation, discussion, and consideration of approval of a contract with Jesse James Creative, Inc. as the primary vendor for the Town of Addison's overall website redesign, and authorizing the City Manager (or his designee) to sign the contract.

### **FINANCIAL IMPACT:**

The contract for Jesse James Creative will be an amount not to exceed \$95,000. Other vendors will be involved in the overall website project which we brought forward for consideration and approval by Council at a later date. Jesse James will be the primary vendor.

Council approved \$200,000 for our new website in the FY 12-13 Budget: \$100,000 from the General Fund; \$50,000 from the Hotel Fund; \$25,000 from Economic Development; and \$25,000 from the Airport Fund.

### **BACKGROUND:**

Upon approval, this contract will grant authority for our web designers to begin work on the new Addison website. Below is the background information that I shared with Council during a work session on this same topic:

- <sup>1</sup> Our new website will be a modern, Integrated Web Portal that will uniquely blend visitor destination information with municipality access...a one- stop-shop for residents, visitors, businesses, economic development, special events, employees, etc.
- <sup>1</sup> It will showcase Addison as a cultural destination, as well as highlighting our world-class special events, businesses, restaurants, and friendly, urban living spaces.
- <sup>1</sup> It will feature Addison's unique vibe: Community spirit, economic power, cultural diversity, visitor loyalty, and artful living that makes-up the "Addison Way."
- <sup>1</sup> It will leverage new online tools that will allow us to be more relevant, competitive and successful in today's fast-paced technology -driven climate.

We received 8 responses to our RFP from around the country, and after careful evaluation by our Web committee determined that one vendor could provide a solution that would fulfill a good portion of our requirements.

- 1 Staff recommends Jesse James Creative of New York City (JJC). They came in as the strongest candidate for our overall website design (branded look and feel) and a Content Management Systems (CMS).
- 1 JJC will coordinate and integrate any destination marketing components that will be provided by a separate vendor(s).

Upon Council approval, JJC will hit the ground running with their Discovery Phase. JJC understands that our Rebranding Study will go hand-in-hand with the website project.

- 1 Our new website will be one of the first visual representations of our new Brand Narrative and Vision.

**RECOMMENDATION:**

Administration recommends approval, subject to the final approval by the City Attorney.

**COUNCIL GOALS:**

Create raving fans of the Addison Experience, Mindful Stewardship of Town Resources, Maintain and enhance our unique culture of creativity and innovation, Create a vision for the airport to maximize the value, Attract new businesses to Addison, Brand Protection and Enhancement, Fully integrate the Arts as part of our brand, Explore new/other revenue sources, Enhance sense of community for all stakeholders/Expand Volunteer Opportunities, Promote Sustainability

**ATTACHMENTS:**

Description:

- 📎 [Jesse James - Website - SOW](#)
- 📎 [Jesse James - Website - Contract](#)

Type:

- Backup Material
- Backup Material



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## The Town of Addison, Texas Website Redesign Statement of Work RFP 12-19

Prepared for:  
The Town of Addison  
Office of Purchasing Supervisor  
Addison Finance Building  
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## **Executive Summary**

The Town of Addison is located in Dallas County's Platinum Corridor along the Dallas North Tollway between the LBJ Freeway (I-635) to the south and the President George Bush Turnpike (Hwy. 190) to the North. The Town places a strong emphasis on quality of life; innovation, design and sustainable living, which demand all development, meet the most rigorous building and design requirements. The result of this philosophy has made Addison a unique, cosmopolitan "downtown-uptown" and has distinguished it from almost any other urban area in the Dallas Metroplex.

Addison is a bustling town alive with entrepreneurial spirit where small start-ups to major corporations and corporate regional offices are headquartered including Mary Kay Cosmetics, United Surgical Partners, Hilton International, USAA, Zurich America, Behringer Harvard, Mohr Partners, Holt Lunsford and Glazer's Family of Companies, just to name a few. The Town has over 12 million square feet of quality office space throughout the community that incorporate lush landscaping.

The Town of Addison also owns the Addison Airport, the third busiest general aviation airport in the country and the busiest in Texas. This self-sustaining airport contributes significantly to the corporate image of Addison, as well as the local economy, with an estimated economic impact to North Texas of over \$370 million. Addison Airport boasts more than 2,340 jobs and a payroll of over \$136 million, it has 24-hour U.S. Customs and security and is the preferred airport of corporate executives in the Dallas Metroplex.

In addition to a thriving business environment, Addison boasts more than 177 restaurants and 22 hotels (4,000 rooms), making the Town of Addison a premiere destination in the state and region and Belt Line Road is known throughout Texas and the nation as the Broadway Row for budding Restaurateurs—if you can make it here, you can make it anywhere. Addison is a significant player in hospitality, travel and tourism and is in the top 20 in total hotel revenue in the state; \$394 million total direct spending by visitors. Dining, Shopping and Entertainment are the top 3 Texas visitor activities and Addison's leisure destination assets include dining (more restaurants per capita than nearly any city in the US), nationally acclaimed special events and world-class museums.

The Town produces nationally ranked and recognized mega festivals such as Taste Addison, Kaboom Town!®, Oktoberfest and Worldfest—all of which add to the creative, vibrant nature of the community. These four festivals alone draw nearly 675,000 people annually to our enclave community from various parts of the region and state.

## **Key Design Requirements**

The Town of Addison is seeking to replace many "vintage" websites with a new, progressive "single-portal" Website that can be used as our most forward facing marketing, outreach and branding tool. The new site will be able to quickly adapt to the needs of key internal and external stakeholders and customers to deliver pertinent and timely information.

Addison believes that with proper attention to design details and solid direction for navigational motivators, the new Addison Website could become a dynamic, inviting, engaging and effective destination look-and-feel Website with the greatest "hang" time. The Addison Website design will be intuitive, streamlined, bold and progressive—it will be the Addison Way.

## **Executive Summary** *(Continued)*

### **Website Redesign**

It is important to showcase the Town of Addison as a leisure, cultural and business destination, as well as highlight our world-class special events, businesses, airport, restaurants, hotels and our friendly, urban living spaces. Addison is also a nationally acclaimed master planned community and is known nationwide for its progressive city government. A new Town website could showcase all of this, all wrapped up within a unique design and style combining our community spirit, urban vibe and our economic power, diversity, visitor loyalty and artful living that make-up the, "Addison Way."

Changing the Customer Stakeholder Experience: To achieve the dissemination of information to the public, the Town currently manages five websites that address town governance and public services, special events/visitors, economic development, airport and sustainability efforts. For example, if Addison consolidates its five current main websites into an integrated web portal, it will become a highly powerful, intuitive and functional communication tool for all stakeholders. The Website would become a centralized communications and marketing tool for all of our visitors, businesses, residents, employees and other key stakeholders. In addition, we will need a mobile Website.

We would like it to embody a powerfully visual, creative, fun, destination "look and feel," all while using the creative look to be user intuitive, multi-functional and a terrific resource to those within Addison's borders and beyond.

In addition, the Town will be going through a branding initiative concurrently with the Website Project. The design and look and feel of the website be consistent with the new branding results.

### **Special Events**

Addison produces or hosts a variety of special events on nearly 30 weekends throughout the year that attract over 650,000 people annually. The special events are the leading generator of web-based traffic during key events months (May, July and September) and have an economic impact of over \$5 million. Addison Special Events would require:

- At-a-Glance listing of all special events with expanded portals for Town-produced events and links to third-party events for more information.
- Expanded portals for each event will:
  - Provide basic information about each event: hours, location, contact info, menus, schedules, promotions, media, sponsorship, applications (with link to Event Application Portal)
  - Be interactive with the viewer
  - Links to social media sites such as Facebook, Flickr, YouTube, Twitter, iTunes, Blog
  - Rotating messages, visuals with ease
  - Maps to locate event grounds, parking, features within the event
  - Online guides
  - Have a simplified web address ([4](http://addisontexas.net/Taste>AddisonTexas.net/Taste Addison</a>)</li></ul></li></ul></div><div data-bbox=)

- Provide e-commerce for the sale of admission tickets, food & beverage tickets, promotions tickets, souvenir items and other such items plus online reservations/ticket sales to special promotions plus the ability to directly book hotel rooms/packages
- Be flexible to include breaking news, special features, etc.
- Be viewable on mobile devices/viewports as a responsive site
- House archive of previous event information
- Integration of Sponsorship / Advertising materials
- Expanded portal for Addison Circle Park as a meeting and event planner destination
- Online application with pricing guidelines
  - Interactive maps and site plans
  - Photo and video gallery
  - Provide basic information about each event: hours, location, contact info, menus, schedules, promotions, media, sponsorship, applications (with link to Event Application Portal)
  - Be interactive with the viewer
  - Links to social media sites such as Facebook, Flickr, YouTube, Twitter, iTunes, Blogs
  - Rotating messages, visuals with ease
  - Maps to locate event grounds, parking, features within the event
  - Online guides
  - Have a simplified web address

### **Economic Development**

- www.AddisonEd.com currently serves as the community's primary economic development portal to promote corporate recruitment, business retention and expansion, entrepreneurial development and community redevelopment.

The portal's primary functions help address the business opportunities for investment through up-to-date market demographics and information important to investors. The portal includes an aerial map that can be zoomed in to pinpoint major office buildings. The site also includes a plug-in from our partner, Xceligent, that allows for commercial space searches based on key criteria entered.

### **Other Departments**

- The ability for contractors to check on-line to see if their inspections have been done
- Receive and process work orders (for brush/bulk pickup)
- Controlled, online access to plans/maps for developers, utilities, etc.
- Receive applications, process and accept payment for right of way permits
- Online backflow registration process (application & payments)
- Tool for reporting potholes, street light & signal outages, water leaks, etc.
- Right-of-Way permit procedures submitted online
- Develop an online satisfaction survey/comments form and work with IT to post on the Fire Department's web page.

### **Executive Summary** *(Continued)*

- An interactive parks map that shows the park amenities and trails
- A master trail plan
- Contact information for things like drinking fountain malfunctions, sprinkler issues and tree damage/limbs
- Online park site reservations and the ability to have online access for filling out tree permit applications
- Online registration for programs, online reservations for facilities. Compatibility with Recreation software
- Member access to their account information and their usage statistics
- Integrate the digital newsletter (via iFrame), currently using ISSUU
- Photo or video tour of Town facilities/amenities
- Online real-time information available for customer utility payments
- Easy to use utility customer online account access (usernames, passwords, etc.)
- Addition of “easy” buttons/tabs...easy to find on the home page. Simple buttons for making a payment, signing up for service, looking for special events, booking hotel rooms, photo gallery, news, etc.
- A redesigned airport landing page with a more modern look that connects visually and integrates with the Addison website, including hover navigational tabs
- Ability able to print out a “complete” list of all businesses
- Add a “jobs board” tab showing all job opportunities at the airport
- Add a tab saying the airport accepts major credit cards, direct deposits, wire transfers and allowing tenants to opt-out of receiving their monthly statements
- A form that could be completed electronically, containing information related to aircraft, tenant name, address, etc.
- An area of the website that would allow tenants to electronically update their information
- An area for tenants to sign up electronically to take the access class
- An area of the site that would provide current weather information, current view of runway and runway conditions
- A designated U.S. Customs page with current U.S. Customs information and links
- A designated area enabling tenant to get information about special event permits, file electronically and then have viewing and approval options by 6 to 8 parties

### **Technical Approach to the Website**

The site and its supporting systems be built with OrgCentral, our proven LAMP-based CMS/CRM/Business management platform.

The site will be developed using current Internet standards and will take advantage of standard programming languages and conventions for development. Specifically, the LAMP (Linux, Apache, MySQL and PHP) platform will be used for development. In addition to eliminating software licensing fees, this approach will provide Addison with a standards-based application allowing for efficient future evolution. The system will be designed to be very scalable so that your team will not be constrained in terms of future expansion—either of content areas or back-end functionality. The site will adhere to currently accepted web accessibility standards.

### **n-Tier Development**

The website and its supporting systems will be developed as an n-Tier application. Wherever possible, we will separate data storage, business logic and the presentation layer from each other. This approach ensures the long term viability of the system. For example, if in two years, the look of one of the sites needs to be changed, it can be reskinned visually without having to rebuild the underlying architecture.

### **Browser Compatibility**

At launch, the site will be compatible with the following modern web browsers on both PC and Macintosh platforms:

- Microsoft Internet Explorer 7+ on Windows
- Firefox 4 + on Windows and Mac
- Safari 4 + on Mac
- Google Chrome

### **Mobile Strategy**

As the use of handheld devices such as smartphones and tablets becomes more and more commonplace, consumers simply expect things to look good everywhere.

A standalone mobile version of the website will not be created. Instead, the site will be created as a fully responsive design using the latest version of the Twitter Bootstrap framework. This way, the site will adjust itself dynamically, depending upon the viewport being used. Desktop, tablet and mobile phone layouts will be accounted for.

During the design phase, decisions will be made, per layout regarding which page elements will be displayed on tablets and phones vs. on the desktop. Additionally, an admin control will be included in the CMS, to allow site administrators to completely omit any page in the website from mobile viewports.

## **Key Content Areas and Functional Elements**

What follows is an overview of the key aspects of the new site and Content Management System as well as a sense of how we would approach each of them. We have also taken the liberty of suggesting some additional features that we feel would deliver even more value to The Town and all of its stakeholders.

### **Web Posting /Content Approvals**

In terms of admin levels, the system will support content creators and content publishers. Right now, the communications department will be responsible for all final publishing. As content creators work, they can mark any piece of content, 'draft' (meaning they can come back to edit) or ready for approval. The later action will send an automated email alert to the content approver(s) as well as post the story (after a 30 minute hold) to a centralized approval cue in the CMS where content publishers may make edits and publish the story.

The aforementioned workflow will apply to all new content as it is created. Edits made to existing content will also generate an alert to communications, but these changes will be live immediately and will not require re-approval or be subject to a hold of any type.

### **Home Page Manager**

With all that The Town of Addison has to communicate, a highly dynamic home page will be the cornerstone of the site. (Your current home page does not do you justice from a branding or communications point of view). That said, we will explore a range of design and content strategies designed to deliver a rich and constantly updated blend of engaging and constantly changing content to site visitors right on the home page. As per our discussions, the home page will be a strongly branded and highly visual "One Stop Super Portal" capable of delivering information to residents, area businesses and visitors alike.

A clear visual hierarchy will be established so that even this highly active page does not become overwhelming visually to your visitors. We tend to look at home pages more as mini-apps capable of dynamically "boiling-up" multiple content types. We also envision a visual wayfinding system to help visitors quickly get to what they need. We could have promotional and highly topical areas for business, residents and visitors, each with its own set of "quicklinks" under the banner "What do you want to do today?"

Our Virtual Webmaster functionality allows the home page to be completely dynamic with little or no human intervention.

- Set it and forget it: Based on admin-controllable settings, the home page can be set to feature and rotate all manner of content—from evergreen, always on items to very timely announcements. Everything from news to events to documents to social media content can all be dynamically 'boiled up' to the home page to keep things interesting.
- These promotional slots may be text, text and images or "banner ads" (to accommodate things like special events or community involvement promotions).
- A prominent Town update area will allow you to post timely items such as school or road closings, employment opportunities, upcoming special events, etc.
- Via creative use of layered images and rotating 'bins' of images (all under CMS control), it will be easy to apply different promotional themes to the website without any additional programming. For instance, in the weeks leading up to an event, the entire background image on the site could be changed to reflect that event. Other temporary promotional devices like home page pop-ups or page peels could also be explored.

- A video slot may be included on the home page to feature rotating video content.
- Space on the home page may also be established to feature live data feeds (with vetting by Town staff) from social media outlets, departmental blogs, etc. Special care will be taken in the design of said feeds to ensure that they integrate well with the look and feel of the site and do not look like they were just “stuck on”.
- While some areas of the home page will display general content, we envision making multiple slots on the home page login aware. Pre-login we can display one piece of content (for instance, become a volunteer at an event). Once we know who someone is, we can use that same screen real estate to display content designed to further strengthen that relationship.
- Many of the navigational and content delivery strategies we’ll employ on The Town’s home page (personalized content, content boil-ups, image rotations, tabbed information carousels, dynamic content feeds, etc.) can also be leveraged elsewhere inside the new website.

### **Pages + Navigation Manager**

- The new site will include pages and sections in a navigational schema up to four levels deep. Items may be set to appear in the main nav or in a secondary or footer nav. The CMS will provide tools to allow you to alter the mix of pages without having to know any code. Entire sections and pages can be added, deleted, moved or temporarily deactivated at the push of a button.
- From a design point of view, we will create multiple layout templates to give your content creators maximum flexibility. At the same time, all primary style sheets will be controlled so that the branding of the site stays consistent.
- Layouts will be smart in their ability to elegantly deal with expected page elements not being available. For example, say that a particular layout includes a primary image, followed by a block of large introductory text, followed by two columns of text and another image. If the main image is not put into the CMS, the page will simply ‘fold up’ and ignore that real estate (vs. leaving a hole on the page). Over time, additional visual templates can be easily created.
- SEO-friendly fields (page title, description and keywords) will be provided at the page level to help make each page more attractive to the search engines.
- The system allows pages and sections to be designated public (all access) or constituents only (visible only after sign-in).
- The nav system also allows you to create a tab and link it to an external site like you do now with the library.
- Automatic breadcrumbs will always let visitors know where they are and how they got there.
- All date sensitive content is deactivated automatically once its date has passed. Deactivated items stay in the system and may be easily edited and re-activated later. Conversely, any page may be created and then scheduled to be automatically published at a later date.
- A built-in WYSIWYG toolbar with pre-coded style sheets provides non-technical users with a means to style site content without breaking the organization’s branding guidelines. This tool bar also allows creation of basic HTML elements such as bulleted lists, tables, embedded images, web and mail-to links, etc.
- Admins may pre-set dates for content to automatically publish (and unpublish) to and from the site. Expired content always stays in the CMS for future reference.

- Any page in the site may be duplicated and repurposed for use elsewhere in the site.
- The CMS can also be used to generate and publish custom, trackable landing pages outside of the site's main navigational structure to support specific marketing initiatives.

### **A Note About Images and Animations**

In terms of image management, we go out of our way to make that process easy for site admins who may not have image editing experience.

To that end, all key image upload areas in the admin section have detailed instructions to insure that every image you post is prepared correctly for the layout it is intended.

### **Related Content**

Key content pages will include an optional "Related Content" sidebar. We feel this is an effective way to communicate all available services to site viewers, encourage site exploration and a deeper connection with The Town. A centralized sidebar repository with all manner of content that may in turn, be assigned to one or multiple pages. The new system will allow you to populate sidebars with links as you do today, but it will also support content that is more visual or promotional in nature. On a page-by-page basis, these content areas may be populated with various types of information—HTML, images, attached documents, content "boiled up" from other parts of the site and/or internal or external links.

You may set one item in a sidebar or establish a rotation of content to keep things fresh. Sidebar areas may also be populated with third-party-provided JavaScript code designed to pull content from external sources—The Dallas Independent School District, Texas Parks and Wildlife Department or any regional site, could all be great sources of fresh sidebar content.

### **People/Constituent Management**

Acting like a highly intelligent CRM system, an integrated "people" database on the back-end of the system will allow for the centralization of residents, area businesses, media partners, vendors and Town staff information in one database. Each person or company may be assigned various demographic tags and associated with an unlimited number of committees, boards, activity types, industries, etc.

Note: OrgCentral's contact module may be used to track City staff, staff and residents or basically anyone with a pulse that you want to keep track of.

- The system tracks both personal and company profiles via a one-to-many relationship.
- Unlimited demographic or business type classifications are permitted. New classifications can be added on-the-fly.
- Automated password reminder function.
- Admin users may search or filter users via multiple criteria for general reporting or to create custom lists. Once a group has been identified, it may be leveraged dynamically by the events module as an invitee list.
- This database connects in real time to the system's integrated email blaster making one-to-one or group email communications simple.
- Persons or companies entered in this database can be kept out of view for admin use only or displayed on the site in unlimited dynamic directory-style pages.

### **Addison Directories**

Drawing on the CRM components described earlier, the system will enable admins to create unlimited dynamically-built directories based on groups as defined by the member classification system. 3 distinct design templates, each with a different information flow will be provided in the CMS and each may be used to display any group or subgroup in the system. With the push of a button, you can create a page to display the staff of each of your departments complete with photos, bios and contact information, another to show your Council Members, a directory to display the members of the City Manager's Department and a fourth to display a page that thanks your event volunteers.

### **Members-Only Content**

The system allows any page or section to be designated public (all access) or constituents-only (visible only after sign-in) on-the-fly. In your case, this could be a great way to give groups like committees or councils access to materials and documents they need to do their jobs.

### **Committee/Board/Council Management**

OrgCentral's Committee Management module is designed to help you manage and track every aspect of this very important part of Addison business. From rosters to mission statements to meeting schedules and collaboration, this module makes 'herding cats' much, much easier.

- Unlimited committees may be set-up and participants may be added to them from the main constituent database.
- Each committee has access to its own ListServ function and a shared workspace for managing and tracking projects, tasks, milestones and documents. ListServ posts and responses may be submitted via email so constituents do not need to change their habits.
- Use the system's integrated email module to communicate with established groups on-the-fly.
- Landing pages and people directories of each committee, complete with mini-bios and status updates may be published dynamically to the public portion of the site with a click.
- Special, limited CMS privileges can be assigned to allow committee chairs to update their own portions of the website (with or without super admin approval).

### **My Addison Dashboards**

Registered users (town staff, Addison residents and business owners and professionals such as meeting planners may be granted access to a "My Addison" dashboard. This powerful suite of features allows registered users to update their profiles, RSVP to events with one click, access committee workspaces, make payments and change their passwords and site preferences. Registered site users may also self-select which topics they are interested in receiving news and alerts about. As someone chooses a topic in their dashboard, they are dynamically added to the mailing list for those types of alerts which is then referenced by the email blaster.

Additionally, we envision a feature by which site visitors could collect their favorite content and links (everything from a lodging listing to an upcoming event) and save them to a personalized "My Addison" page for easy future reference or to share with family, friends and colleagues.

### **Login Access and Permissions**

The system will include multiple user-permission levels based on user 'roles'. Typically these may include Administrators, Editors, Registered users of multiple types. Management of these rules will be done via the system's extensive member classification system. all sections pages and content types may be gated to be only shown to certain types of community members. Details on exactly what classes should be created and what each class of user may and may not do (or have access to) will be worked out during the discovery period.

## **Microsites**

The Town's departments, programs, parks, attractions and activities are obviously central to The "Addison Way" and to what the new website needs to communicate. With that in mind, we will make these sections very prominent in the new design. While reflecting the overall design of the new site, each of these highly-dynamic areas would function almost like its own microsite with sub pages as necessary.

Key microsite elements could include an overview, a mini-photo and video gallery, a news/update area, staff listings (pulled dynamically from the CRM database of course), related calendar highlights, testimonials and any number of general editorial content pages. Content like calendar highlights, photos, videos and news could all be simultaneously published to a microsite page and to the main site's data store. As mentioned earlier, a global "What do you want to do?" navigational device can help get site visitors right to the content and information they need.

For Addison, the CMS would support the creation of two basic flavors of microsites: The first would conform more to the general design of the Town site and could be used for say a department section or a park microsite. The second type would provide much more design and branding flexibility making it a perfect choice for creating sites for your larger events like Taste Addison. Octoberfest or Kaboom Town.

## **Roundtable Blogs**

To further open lines of communication from The Town to its constituents, we envision a classic multi-author blog, that would allow Town officials and departmental staff to easily contribute articles, updates, thought pieces and more to the site. The blog component will be powered by Wordpress and carefully skinned to match the appearance of the new site design. Reader commenting can be enabled or disabled, per post, as per your wishes.

- Multi-author blogs allow readers to be the fly-on-the-wall at the ultimate all-day cocktail party. Bloggers should be encouraged to post in an almost Twitter-like way all day, responding to one another when appropriate.
- Blogs would have an RSS feed available.
- During the discovery phase, we can discuss whether or not it would make sense from a marketing and communications angle to have the blog at its own url vs. fully integrating it into the site. If the blog is standalone, the main website can certainly display a live feed of latest posts.

## **Calendars and Events**

A robust Event Management System will be integrated into the site. Designed with the idea that your calendar is as much as a marketing tool as it is an information delivery system, our calendars are extremely powerful, infinitely flexible and look really great. You can add events, categorize them by type, department and/or location and decide to include an RSVP mechanism or not on a per-event basis. In its simplest form, you could post an event like a Planning Board meeting, to the calendar as an FYI.

At the other end of the spectrum could be a complex event that requires registration and payment. In that case, the system will allow online RSVPing and even let you send automated follow ups reminder emails. Drilling down one more level, you could selectively publish events to only certain users. For example, if you are planning a Commission meeting and only a certain group were to be invited, you could publish that event just to the calendars of people in that group. Those examples

only scratch the surface of what our system can do.

Note: We have included OrgCentral's current calendaring and registration capabilities. Depending on the vendor you select to manage travel and tourism side of the house, you may or may not leverage all of OrgCentral's event system power. It is there however, if you need it.

NOTE: it is assumed that the new website will embed third party widgets for things like room bookings and e-ticketing. Details on that integration will be explored and finalized during the discovery phase.

Below is a recap of the OrgCentral event system feature set.

- Online calendar with 'at a glance' and detailed listing views for each event.
- The main calendar will display events from all departments. At the same time, departments can elect to have a mini-calendar on their microsites. Data needs only to be input once, but can display in multiple places.
- You can add events, categorize them by type and/or department and decide to include an RSVP/registration mechanism (or not) on a per-event basis.
- The system has extensive (and highly flexible) ticketing capabilities which means you may even leverage it for things like complex Parks and Recreation program registrations.
- Support for multiple discount codes per event.
- Extensive filtering and searching and 'suggestion' capabilities let visitors discover more of what's going on around Addison without having to work very hard.
- Manage every aspect of organizing an event from marketing to budgets to agendas right inside the system's designated event workspaces.
- While events may only be published by Town staff, site visitors may also 'suggest' events via a simple online form. These submissions would go to a cue in the event database where staff could edit, tag, approve and publish them with one click. This would open the calendar up to be a true area event portal and would encourage even higher levels of community participation and involvement.
- Depending on the event, you may elect to have a short listing, a listing plus a detail page or a full multi-page microsite with sponsor and speaker pages, printable agendas, travel information and more. All editorial page design styles available in the system at large can also be leveraged as you create an event microsite.
- The Google Maps API is built right in so as soon as you enter a location, the maps link is automatically generated.
- After an event is over, that event's full history (worksheets, attendance, images, revenue, etc.) is retained securely in the system for future reference.
- Registered users can RSVP online with one click.
- Site visitors can add an event to their own calendar with one click. (The system has support for iCal, Yahoo, Outlook and Google Calendar). They may also opt-in to receive an automated email reminder the day before.
- First-time user registration information is saved directly to the database for future marketing purposes.
- Payments may be enabled for any event and the system supports finance codes to be sure the

money goes to your accounting department correctly.

- Events will deactivate and leave the site automatically once the date has passed. All event details are retained securely in the admin system post-event for the reference of future organizers.
- Generate a quick, branded reminder to any RSVP type (YES/NO/NOT REPLIED) about any event at any time, automatically from the system's integrated email blast tool. There is no need to even pull a list—the Mail Blaster accesses the event attendance database in real time.
- Add multiple custom questions to an event's RSVP panel (age, experience level, meal choice, etc.)
- Custom, non registration forms (such as the band request form we saw on the 2012 Taste Addison site) can be created on the fly right in the event admin system.
- Recurring events can be set-up to appear at any frequency.
- Events may have their own mini-photo gallery for promotion purposes.
- An interstitial video may be added to play as visitors land on an event detail.
- Unlimited related items may be added to an event page such as documents and links.
- Extensive attendance and revenue reporting is built right in.
- Final attendance lists can be exported in .xls format for further manipulation or mail merges.
- Guest list information can also be made accessible to partners such as venues or third-party event organizers.
- Past events may be duplicated via the CMS to expedite the creation of new, similar events.
- Event sponsors, speakers and/or performers, complete with logos, photos, blurbs and web links may be easily associated with any event from a centralized sponsor repository.

### **Calendar Downloads**

With one click, site visitors will have the option to download any individual event on the Town calendar to the their own calendar of choice. The system will support iCal, Google Calendar, Outlook and Yahoo calendar formats. Additionally, a feature will be included to allow site visitors to subscribe to the entire Town calendar and have events pushed to them as they are published.

### **Online Ticketing**

It is our understanding that under this scope of work, the Town will utilize OrgCentral's standard calendaring and registration module as it stands in version 3.0 of OrgCentral.

Additional event system functionality i.e. barcoded, print-at-home tickets... scannable download to your mobile device tickets...additional reporting features, etc., can certainly be seamlessly integrated with the events module. Or we can integrate with a third party if need be for the larger scale events. This work can be fully scoped and estimated separately during discovery.

### **Event Re-Cap Pages**

Over the course of a year, we can tell you have some great events. (Our friends in Dallas have personally vouched for Taste Addison and Kaboom Town.) Rather than let those moments slip away after the weekend is over, why not publish the highlights for the world to see? Via the system's pages and navigation module, you may easily create curated archival pages of past events. We'll design a custom layout to really make these pages stand out.

### **Facilities Reservations** (*Optional Feature – not in phase I scope*)

Many of our municipal clients are realizing that unused facilities are a great source of income and need a simple way to manage the process. We are in the process of building this feature out for another one of our Municipal clients and would be happy to share their specifications with you as a jumping off point. If that system is close to what you need, there will certainly be some economies of scale should you wish to incorporate it into the new Addison site.

### **Public Meetings, Agendas, Minutes and Information Sharing**

Designed to support every Town's focus on transparency (and based on your recent Sunny award, we know this is important to you), OrgCentral includes a special module designed to handle every aspect of public meetings (council meetings, boards, committees, etc.)

In addition to being able to dynamically publish upcoming meetings to the Addison calendar, this module also supports the progressive upload of agendas, minutes, reports and attachments and even linked videos.

This means you can first set up and publish a meeting, then publish the agenda, then publish minutes, video, etc. when they become available.

Support materials may be posted as .pdfs or as HTML directly in the CMS. Full search and archiving of past meetings and materials is built-in.

### **Community Engagement** (*Optional Feature*)

While not explicitly stated in the RFP, we would suggest including an area of the site that can truly invite two way dialogue with all of your constituents. While we could certainly build in degrees of this throughout the site via commenting, polls and surveys or a quick content rating system, we also like the idea of centralizing the discussions.

A wonderful solution we are integrating with multiple municipal projects right now is *Civic Ideas* by Granicus. Feature rich, affordable and customizable, *Civic Ideas* can be tightly integrated with the main website. We can also build-in the ability for staff and citizens to use a single sign-on as they move between the site and the *Civic Ideas* area. Mind Mixer is another excellent choice for community engagement and offers the same types of user experience integration possibilities. We can dive deeper into this topic (and help you decide the best solution for Addison) during discovery.

### **Document and Media Libraries**

- A robust asset library module will allow you to publish and categorize all manner of things like Logos, style sheets, Census Data, Planning Data Budgets, etc.
- A highly dynamic categorization and tagging system makes everything easy to find.
- Categories can be set to be viewable by all site visitors or only select users types.
- Content in this section could be entered directly into the CMS to appear as HTML and may also be accompanied by uploaded documents. All document types will be supported and the CMS allows for the entry of searchable meta data for each post.
- Resources in this section may also be dynamically referenced from other parts of the website. For instance, while Council Meeting Minutes will live in the central document library, they may also be concurrently displayed on The Town's City Council Meeting and Agendas page.
- This module can be the basis for a more robust knowledge-base application in the future.

### **Social Media** (*AKA The Town of Addison 2.0*)

During the project, we will work with you to integrate and leverage a website social media strategy.

We have experience with the APIs of all the major social media platforms and envision a seamless and very dynamic feed-driven integration between The Town of Addison's various presences on those services and the website itself. Rather than saying "we're social and showing visitors a bunch of logos", why not have select feeds from those places display right on the site?

Ideas here include encouraging visitors to publicize information from the site on Facebook and Twitter, providing badges and widgets that can be inserted on blogs to encourage donations, taking advantage of tools like "Facebook Causes" to mobilize support for fundraising and other efforts. With regards to Twitter, it would be great to see The Town of Addison officials or your department heads Tweeting about what is happening in their areas of town. Department blogs would be another easy-to-implement communication channel on the site. Take a look at what we recently did for another municipality: <http://www.edinamn.gov/wordpress/>.

Additional social bookmarking functionality may also be made available via a customized version of ShareThis which can appear site-wide.

### **Social Media Publishing**

The Town wishes to have the option to selectively push certain content (events, new stories, etc.) automatically to the Town's social media sites as it is being published to the website. There are a number of ways to accomplish this goal including via the use of a plug in like ShareThis, a third party like HubSpot or via some custom scripting in the CMS.

During discovery we will explore with Addison, exactly what types of content may need to be cross-published in this manner, and what elements of said content will need to be pushed to the social networks.

As the Town's social media strategy matures and these channels become more and more relevant, it may also worth exploring some of the additional social media monitoring, marketing automation, analytics and BI functionality a solution like HubSpot can bring to the table.

### **Forms, Permits and Applications**

As appropriate, the new site will offer all necessary forms, permits, etc. as downloadable .pdfs that may be completed on screen and then printed for signature. An optional upload button would allow site visitors to then upload completed and signed forms right on the site (these would then be routed to the appropriate department via email).

In cases where signatures are not required, the entire form could be offered as a dynamic web form to be completed online and submitted to the department in question. We have budgeted for the creation of up to 15 pdf-based forms and 10 fully dynamic web forms in this proposal.

NOTE: All registration forms for programs and events are generated dynamically by the Event Module and there is no limit to how many of those you may create using the CMS.

### **Job/Resume Boards**

To support the efforts of your HR staff, this module allows site admins to:

- Post job opportunities and collect applications online.
- Job fields in the CMS are completely flexible based on your needs and will also allow attachments and clickable links
- Jobs can be categorized and/or tagged with keywords for easy search and filtering
- Posted jobs can be set to auto-expire on a given date

### **The RFP and Opportunity Zone**

This module would have two components to it. The first would allow site admins to easily post RFPs and other Town contracting opportunities to the website. Each posting may have multiple documents attached to it and may be set to auto-deactivate once its submission deadline has passed.

The second RFP-related functionality is inbound one. This feature would allow event planners and travel professionals to create their own request for proposals and distribute that to venues in town (all or selected). This would all be automated. A meeting planner would complete a wizard-style form with all of their needs and specifications. Venues and other Addison businesses would get an email alert that an opportunity awaited them. They could then log in, view the request and submit a response which would in turn be made available to the event planner who made the request. All of these actions would of course be tracked in aggregate and per participating business.

### **FAQs**

OrgCentral's robust FAQ module allows you to build and organize ever deeper stores of Questions/Answers and publish them to the website. For organizational purposes, unlimited categories may be set up and individual questions may then be assigned to one or more categories. While the FAQ content will be centralized on the site, departments may, at their discretion, elect to 'mirror' one or more FAQ sections dynamically within their department microsites as well. In addition to categorization, FAQs may also be tagged as they are entered into the system. A sidebar will invite site visitors to submit questions as well. These submissions will be sent to a cue in the admin section where they can be answered and then added to the FAQ section with the click-of-a-button.

### **Mail Blaster**

Built right into the system and tapping your constituent list in real time, this unique tool allows you to compose, target and send a branded email (text or HTML) to any individual or group within the the CRM module. For all communications from Town officials out to your constituents, this system delivers a whole new level of convenience.

- Target messages from real time data in your constituent database. You may send emails to individuals, group(s) or any other member classification in the system.
- A built-in header library allows you to easily change the look and feel of your emails.
- The blaster also leverages real time data in your events system to allow you to, for instance, send a blast to constituents who have replied 'yes' to a specific event—or a gentle reminder to everyone who has not yet RSVP'd without bothering those who have—all without ever having to dig through a database or download and upload a list.
- Graphics or other attachments may be included in emails.
- A separate footer area on each mail blast allows you to tout upcoming events, important reminders, timely action items, etc.

### **Newsletters (*Subscriptions and Creation*)**

- The home page and perhaps other pages of the site will allow site visitors to sign-up for general updates, e-newsletters and other available communications channels.
- A page of the site will be created to archive newsletters and invite visitors to subscribe to them.
- While newsletters may be sent via the system's integrated email blaster, the actual creation

(coding) of HTML or .pdf formatted newsletters will need to be done in an external program. Once coded, all assets may be uploaded to the website and/or delivered via the system's integrated email blast tools or a third-party like Constant Contact.

### **Automated Emergency Alert Notifications**

In today's world, a flexible, efficient and timely emergency notification system is vital for any community.

OrgCentral's built-in email-based messaging system may well fit the bill. If not, we can also explore a tighter (as in connected to the site's CRM) integration with a third-party service provider.

### **News/Press Room**

- The press room may consist of multiple sections i.e., Press Releases, The Town of Addison in the News, Residents in the News, etc. New sections can be added on-the-fly by site administrators.
- Articles may have photos, attachments and/or external links associated with them.
- Site administrators can decide whether to make stories available publicly or only to logged in visitors.

### **Poll and Survey Builder**

OrgCentral's built-in poll and survey manager allows you to create quick polls or more detailed surveys to present to constituents or the public.

- Create questions, choose from multiple answer types (pull down, check boxes, rating 1-10, text) for each and publish the poll instantly.
- Track results on the back-end.
- Send a survey link to constituents via email or make it part of any page on the site.
- The system retains all former polls so they can be easily repurposed later.

### **The Town of Addison: A Living History**

As history buffs (we launched The History Channel for A&E), we loved the back story of The Town of Addison and have a bunch of ideas in mind of how to bring that story to life via an interactive timeline.

Besides recounting the events, people and places that made Addison what it is today, the timeline we envision would also serve as a look forward...a way to connect the past with today...a device where you can highlight new civic efforts like your green initiative, promote visitation and encourage volunteerism. To see an example of a recent interactive timeline we did for a client in Wisconsin, please visit: <http://bit.ly/JE5rgo>

### **Photo Galleries**

Because a picture is worth a thousand words, the system will include a full featured gallery system. (In general, we really felt that your current site was starved for images. At launch, only site administrators may publish photo galleries, although we could certainly explore the idea of accepting user-contributed content in the future. The gallery system we propose includes:

- The ability to build multiple photo galleries with unlimited albums in each gallery.
- Categorize albums as you see fit and link them to any content on the site.
- A drag-and-drop upload tool allows for simple batch uploads without the need for FTP or additional software.

- On-the-fly thumbnail creation.
- Support for all major image formats.
- Unlimited categories or sections may be created and the system makes it easy to move assets from one section to another if you need to.
- Virtually unlimited file storage capabilities.
- Visitors have the option to view galleries as a slide show or image-by-image.
- Once photos are uploaded, they can be renamed and captioned in batches and reordered.

### **Video Galleries**

To accommodate playback of videos on the website, a YouTube-style audio/video gallery with CMS control will be included.

- Multiple Town “Video Channels” can be established and video assets assigned as necessary. For example, workshop sessions, etc.
- Videos in the central gallery may be also be displayed on other parts of the site via the system's built-in WYSIWYG tools.
- Videos may be uploaded directly to the CMS or embedded and streamed from third-party sites such as a branded Addison YouTube Channel. In our opinion the site/YouTube scenario is the best of both worlds in that content is ‘played’ right on your site while allowing you to leverage YouTube’s streaming power and pick up the added social media exposure.
- For direct uploads, the system supports QuickTime and Flash Video formats. Each file may be up to 250 mb.

### **Language Support**

Knowing the diversity of the communities that The Town serves, language support will be an important communications strategy. While creating a dual language CMS to allow for hand translation is certainly an option during phase II, we have found that Google Translate is a perfectly viable and highly affordable option to provide dynamic multi-language translation site-wide.

### **Third Party Integration/White Labeling**

It is understood that the Town relies upon a number of third-party applications and services. During discovery, the Addison IT team will conduct a full audit of all third party systems and provide basic integration parameters for each vendor to JJC.

With an eye toward integrating them visually with the new site design JJC will, at a minimum, provide each vendor with fonts, CSS files and some top level design direction so they may skin their applications accordingly. JJC will also make recommendations on the best way to integrate each third party offering to optimize the user experience on the new website. (iframe, web services, external link, etc.) JJC has no control over how much or how little each vendor may be willing to do with regards to adjusting their presentation layer.

While it is beyond the scope of the base project, JJC is certainly willing to assist vendors at a deeper level if the Town wishes us too. With that in mind, the new Town site will be built to receive and display multiple third-party data feeds, embedded widgets or third party apps, filtered news feeds, etc. as needed.

In the current budget, we have allocated a total of 40 hours to third-party integration.

### **E-Government + Online Payments**

OrgCentral has a built-in payment system for event and program registrations. The same system may be easily be expanded to support online payments for permits, licences, etc. Alternatively we could look to integrate with your current payment and accounting systems. Here too we will look to Addison's IT team for details on financial reporting requirements and other integration with the Town's legacy systems. Budget TBD.

### **Contact The Town**

In addition to an easy-to-parse phone, email and address directory, each of these will include a smart form through which multiple visitor types (potential area visitors, the press, business owners, etc.) may contact The Town.

Form submissions will all be tagged with an overall "topic" or area of interest and can then be routed automatically via email to whomever is responsible for that area. Information and visitor guide requests will also be routed via this page. As mentioned earlier, fully dynamic department-level staff directories and contact forms may also be created and published with one click.

All forms will include online JavaScript-driven helper text. Required fields and client-side error checking specifications will be determined via the information architecture phase of the project.

### **Search**

We believe search should not be a crutch. Effective information architecture and an engaging site flow should make it easy for people to easily find what they want.

That said, in consideration of the deep levels of content that The Town of Addison will have, full site search will be included. Site-wide search will be implemented using Google's Custom Search Engine tool. (A small annual licensing fee, payable to Google will apply).

### **Search Engine Optimization (SEO)**

Site architecture, page design and the structure of the CMS will all support best practices in SEO. The admin sections for all content areas will include fields for custom URLs, page title, page description and meta tags.

### **General Site Analytics**

Powered by Google Analytics, a robust live site tracking dashboard will show in real time, key stats such as site visits, page views, referrers, last activity on the site, most frequent visitors, average time on site, etc.

Intelligence gathered from viewing and analyzing these stats and trends over time can be leveraged as the site matures over time to better serve its various target audiences.

NOTES: 1. The town will be responsible for setting up and paying for its own Google custom search license. 2. No paid search or other promotional activities are included in this project although the creation and management of those campaigns can be certainly be explored separately.

### **Employee Intranet (*Optional Feature—not in phase I scope*)**

By carefully leveraging the CMS infrastructure we design for the website itself, we feel we can deliver a very functional Intranet within a budget just incrementally more than the site itself. (We noticed login areas on certain parts of the current website and assume those lead to some intranet-like areas.)

Key features would include full staff directories, a staff-only collaboration zone with message board and ListServ capability, a full private calendar system, department blogs, a robust searchable and filterable document library and more.

The Intranet we envision will leverage data also available to the website, it will support all current departments and may be expanded (via provided self publishing tools) to support new (or reorganized) departments in the future.

It is assumed that all Town employees will be granted access to the Intranet, but rules around roles and permissions can certainly be refined during discovery.

Our approach to the Intranet will be similar to that of the website and CMS: It will be built upon the open source LAMP platform that will not subject The Town to perpetual licensing fees.

Above all, we would want to keep it simple. Many Intranets suffer from feature bloat and unintuitive interfaces, thus making them almost unusable. If you are not going to get buy-in from your users, this is a pointless exercise. The systems we design are always adopted heartily by their user bases. If your team wishes to learn more about this option, we would be happy to discuss it.

## **Definition of Deliverables**

### **Discovery, Planning and Strategy**

Workshop-style ideation sessions with Town senior and department staff as well as other stakeholders. Competitive survey/best practices review. Recommendations regarding implementation of all site features, communication strategies, value-added content areas, user generated content possibilities, content aggregation strategies, personalization, additional online tools, push components, etc.

### **Information Architecture**

A comprehensive site map and wireframe diagrams detailing all content areas (and how they interrelate) as well as the site's overall navigational schema. Use case scenarios for key personas.

### **Functional Specification**

A detailed description of all site functionality and features (front and back-end). Final data model to support content and functionality as well as required business logic.

### **Design and Art Direction**

Full creative exploration. Two distinct visual directions will be presented for consideration during the initial design exploration.

A basic design guidelines manual with details and specifications on font usage, photography styles, logo usage, colors, graphics, etc will also be provided in .pdf form.

### **System Build**

All front and back-end programming to enable the interface and feature set as described for the public site and the administrative toolset. Customization and implementation of CMS system and other administrative applications. QA, testing and delivery to production server.

### **Training**

Up to 20 hours of group system training (via webinar) is included in this proposal. We are big believers in the "train the trainers approach" and strongly encourage all stakeholders to be present at training sessions. A broader "Welcome to our new site" webinar targeted to your constituents may also be considered as the site launches.

Additional training time (if needed) will be available for purchase in blocks of five hours. It is worth noting that the systems we build are highly intuitive—to date, very few of our clients have ever needed additional training time.

Note: In person training is also an option (in fact, we would love to visit) and will simply involve minimal travel expenses.

### **Content Migration**

Included in this proposal is an allowance of 50 hours for the migration of existing site content to the new system. Based on what we can see on the current website, we feel this should be sufficient, however we will want to be sure we have not overlooked anything during discovery.

**Definition of Deliverables** *(continued)*

**Maintenance and Enhancements**

JesseJames Creative will remain available post-launch to help conceptualize and implement additional system functionality as well as deal with any day-to-day maintenance issues. This work will be done on either a time and materials basis or, in the case of larger initiatives, scoped and estimated on a flat-fee project basis.

A monthly maintenance plan may also be discussed should discussion progress beyond this point.

Any legitimate bugs or other software-related issues will be dealt with at no cost for a period of 90 days after launch.

### **Development Costs and Timeline**

The flat fee, not-to-exceed budget to create and produce the new Town of Addison website and supporting Content Management System is prepared based on the components described in this document and the information we have received to date. Since more than a few things still need to be finalized during discovery, we have provided a range of budget-get numbers

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<b>Discovery: Planning/Strategy/Information Architecture</b>	<b>\$10,000</b>
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Information gathering, facilitate ideation workshops with key Town stakeholders, strategic recommendations, competitive/best practices review, detailed site information architecture, functionality/requirements specification, persona-based use case scenarios, etc.

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<b>Creative Development</b>	<b>\$20-25,000</b>
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Creative exploration and development of all aspects of the user interface. Creation of all comps and clickable demos during development. Estimate assumes that all photography and illustrative assets will be supplied by The Town. The existing logo will also be supplied by The Town of Addison.

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<b>Project Management and System Training</b>	<b>\$10-12,000</b>
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General project management, user testing, meeting time, system training.

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<b>Photography/Illustration</b>	<b>TBD</b>
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Should additional photography (stock or commissioned) be necessary, those fees will be estimated and billed separately upon arrival at final creative direction.

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<b>Programming and Development</b>	<b>\$40-48,000</b>
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Technical Specification, HTML (presentation layer) coding, database development and scripting, Content Management System development, QA, testing, server provisioning, etc. Also includes a 25 hour allowance for content migration.

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<b>Total:</b>	<b>\$80-95,000</b>
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## Development Costs and Timeline *(continued)*

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### Fee Schedule

Fees for the project are payable as follows:

- 40% at commencement of project.
- 20% at presentation of site architecture/functional specifications
- 10% at presentation of home page design concepts.
- 10% at presentation of the alpha site.
- Balance net 30 after launch.

### Notes

The flat fee proposed is all based on not-to-exceed costs. No additional software licensing fees (server or client side) will come into play. Nor are there any related hardware requirements or expenses. The contract sum shall be modified only in connection with a written and approved change order. As a point of reference however, a sampling of staff rates, by position are listed below.

Principal/Creative Director	\$150.00
Project Manager	\$110.00
Art Director	\$120.00
Designer	\$90.00
Production Artist	\$80.00
Technical Lead	\$120.00
Programmer	\$90.00
Admin staff	\$50.00

### Site Hosting

#### Option 1: The Town of Addison Hosts Internally

##### One set up time fee of \$2,200-\$6,600

In this scenario, we will work with your IT team to provision and set up an appropriate hosting environment either on your premises or with a vendor of your choosing. Our fees here will be on a time and materials basis and are largely dependent on how much of a role you need us to take. We have worked in situations where we simply provide specifications and our client takes care of provisioning all hardware and software and others in which we work with their vendors but do the lions share of the set up and configuration work ourselves. For purposes of this discussion, assume this process will may take anywhere from 20 hours to 60 hours to complete. This work is all billed at a blended rate of \$110/hr. Any other hosting fees will be paid to your provider directly after launch and you will in essence 'own' the hosting relationship with us providing support as needed.

## **Development Costs and Timeline** *(continued)*

### **Option 2: JJC Hosts the Solution**

**\$600/month**

In this scenario, we can provide hosting with one of the Tier One providers with which we have longstanding relationships and dedicated hardware. Ongoing hosting and server maintenance fees cover hosting on dedicated servers, regular security patching, software updates and nightly data back-ups. Exact details regarding data center location(s), service level agreements, disaster recover planning etc. can be fleshed out should discussions move beyond this point.

NOTE: Regardless of where the solution is hosted, the good news is, you will have no ongoing software licencing costs to worry about. All you'll need is a browser and a desire to work smarter.

### **Expenses**

Out-of-pocket expenses including but not limited to travel, photography and video production, will be estimated and billed separately as needed. In order to access or manage the system we propose, The Town will not incur any other hardware or software expenses.

### **Development Timeline**

Based on the information we have, we estimate the overall project timeline to be approximately 26-32 weeks. Once the project is underway, we will provide a detailed timeline outlining milestones as well as roles and dependencies for each aspect of the project. A sample project schedule has been provided as a reference in the Appendix of this proposal.

### **Period for Acceptance of Offer**

In compliance with the RFP, we agree to perform all services as outlined in our proposal. Should we be selected for this project, this offer will be good for 60 days.

## **The Fine Print**

### **Ownership**

At the conclusion of the project, The Town of Addison will own all site assets including data, design elements, URLs, etc. Perpetual use of (and full access to) all source code and other intellectual property created for or used within the site and its supporting systems will be granted to the Town on a non-exclusive basis. Said assets may not be resold or remarketed to any entity besides the Town of Addison without the express written approval of JJC.

### **Source Code Escrow**

As part of this agreement JJC agrees to keep a current copy of the system source code as well as monthly data dumps in a mutually agreed-upon location. Source code may be kept with a specialized software escrow agent such as EscrowTech as a Single Beneficiary Software Escrow Agreement.

Alternatively, and in the interest of cost savings, we may want to simply consider keeping a copy of the source code with the Town attorney or JJC's attorney. In addition to the 'gold master' of the source code (and in light of the fact that site content will be highly dynamic), bi-weekly database dumps will be sent to a separate ftp server that the Town will have access too.

Annual escrow fees will be billed at cost to the Town. Once the strategic direction and details with regards to code escrow have been worked out, a formal escrow agreement will be created as an addendum to the overall project contract.

## **The Fine Print** *(continued)*

### **Site Hosting**

If the Town desires, we can provide hosting with one of the tier one providers with which we have longstanding relationships and dedicated hardware. Ongoing hosting and server maintenance fees cover hosting on a dedicated server, regular security patching, software updates and nightly data backups.

### **Expenses**

Out-of-pocket expenses including but not limited to travel, photography and video production, will be estimated and billed separately as needed. In order to access or manage the system we propose, the Town will not incur any other hardware or software expenses

### **Development Timeline**

Project commencement will be defined by the following events: Executed contract documents; An official kickoff meeting between the JJ Creative and Town teams. Once the project is underway, JJC will provide a detailed project schedule.

### **Notice**

Each party shall name a specific contact/representative according to this Letter of Agreement. Notices under this Agreement shall be in writing, delivered by a) registered mail, b) overnight delivery service, c) facsimile transmission (provided the original is sent by a nationally recognized overnight carrier) or d) personal delivery to the addresses listed on page one of this Agreement.

### **AAs (Author's Alterations) and Additional Scope Management**

Client revisions to designs or copy made after written or oral acceptance of designs or copy as scheduled, will be billed to client in addition to the amount specified in the final contract plus expenses.

Items outside the scope of this statement of work will also incur additional charges. In the case of AAs or additional scope requests, agency will submit detailed change orders with estimated costs for approval prior to commencing any work deemed out of scope.

### **Limitation of Liability; Waiver and Release**

The web services described herein are being provided "AS IS." Accordingly, each of the parties agree that they themselves and of Your heirs, personal representatives, predecessors, successors and assigns, hereby fully release, remise, and forever discharge each other (JJC and Town of Addison the Town respectively) as well as all affiliate, officers, agents, employees, and representatives of and all of their heirs, personal representatives, predecessors, successors and assigns, for, from and against any and all claims, liens, demands, causes of action, controversies, offsets, obligations, losses, damages and liabilities of every kind and character whatsoever, including, but not limited to, any action omission, misrepresentation or other basis of liability founded either in tort or contract and the duties arising thereunder, whether known or unknown, relating to or arising out of, or in any way connected with or resulting from, the services and your acquisition and use thereof, including, but not limited to, the provision of the services by JJ Creative and its agents and employees.

STATE OF TEXAS           §  
  §           **WEBSITE DESIGN AGREEMENT**  
COUNTY OF DALLAS       §

This Website Design Agreement (“Agreement”) is made this 23rd day of April, 2013 by and between the Town of Addison, Texas (“City”) and Jesse James Creative, Inc., a New York City corporation, dba Jesse James Creative, Inc. (“Company”) (the City and the Company are sometimes referred to herein together as the “parties” and individually as a “party”).

Recitals:

1. All of the City’s websites, but not limited to, [www.addisontx.gov](http://www.addisontx.gov), [www.addisontexas.net](http://www.addisontexas.net), [www.addisonairport.net](http://www.addisonairport.net), [www.addison2013.com](http://www.addison2013.com), [www.addisoned.com](http://www.addisoned.com), [www.addisongreen.info](http://www.addisongreen.info) (the “Websites”), are in need of a complete consolidation, redesign, upgrade, and evolution as the City desires to enhance and improve its online presence. All of the City’s Websites will live under one umbrella, a Web Portal. The City sought requests for proposals from providers to provide a solution that will provide the desired enhancement and improvement.

2. Pursuant to the City’s request for proposals, Company submitted a proposal entitled “Website Redesign Proposal” dated November 9, 2012 (the “Proposal”). After the selection of the Company, the Town requested a Statement of Work, of which, a true and correct copy of the Statement of Work (the “Statement of Work”) is attached hereto as Exhibit 1 (and which includes an estimate for the work to be provided by Company).

3. The City has selected Company to provide the Web Portal, as well as enhancements and improvements as set forth herein, and in the Statement of Work, and Company desires to provide its services to the City to provide such enhancements and improvements.

**NOW, THEREFORE**, for and in consideration of the above and foregoing Recitals, the mutual covenants and obligations set forth herein, and other good and valuable consideration, the City and Company do hereby contract and agree as follows:

Section 1. Incorporation of Premises. The above and foregoing Recitals are true and correct and are incorporated herein and made a part of this Agreement. For purposes hereof, this Agreement includes the Statement of Work; to the extent of any conflict between this Agreement and the Statement of Work, the terms and provisions of this Agreement (excluding the Statement of Work) shall control.

Section 2. Services. Company will provide to the City the work and services regarding the Websites as described in, and in accordance with, the Proposal (and in particular, that portion of the Statement of Work entitled “The Solution” and “The Definition of Deliverables” (collectively, the “Services”), and this Agreement. The Company will provide the creative design resources, web development capabilities, and work needed to provide to design, build migrate and test the consolidated Web Portal that will serve as a gateway to all City and Visitor online content. The City will provide design input into the process and will have and maintain the right to approve the design of and all other matters pertaining to the Website.

Therefore, without delay in edits and approvals from the City, the Services shall be completed, to the City's satisfaction, by no later than December 1, 2013.

Section 3. Payment. For the Services, payment will be made to the Company as set forth in that portion of the Exhibit 1, Statement of Work (SOW) entitled "Development Costs and Timeline" (and being page 25 of the SOW). That Statement of Work also divides the Services into five parts (being (i) Discovery: Planning/Strategy/Information Architecture, (ii) Creative Development, (iii) Project Management and System Training, (iv) Photography and Illustration, and (v) Programming and Development (collectively, the "Five Parts" and each a "Part"), and provides an estimated amount for each of those parts (and being page 24 of the Statement of Work).

During the Term, the Company shall submit to the City, no later than the tenth (10<sup>th</sup>) day of each month, an invoice for that portion of the Services performed by the Company for the immediately prior month. The invoice shall separately identify which of the Five Parts is included in the invoice and the amount being billed for each of those Five Parts. The amount billed for each Part may exceed the amount set forth in the Proposal, but the total amount of all Five Parts shall not exceed Ninety-Five Thousand and No/100 Dollars (\$95000.00) (so that the total amount paid by the City for the Services by Jesse James Creative shall not exceed \$95,000.00).

Each invoice submitted by the Company shall include a description of the work and services provided by the Company, the number of hours spent by the Company for the work and services reflected in the invoice, and such other information or materials pertaining to the invoice as the City may request.

Notwithstanding the foregoing, the Company shall not be entitled to any travel or travel-related costs or expenses for travel to the Town of Addison or Dallas County unless the Company has first submitted a written request for such travel and/or travel-related costs or expenses, including a not-to-exceed estimate therefor, and received the prior written approval from Client of such costs or expenses. The City will coordinate all travel and hotel accommodations.

#### Section 4. Term, Termination.

A. *Term*. This Agreement shall be effective on the date when signed by both parties (the "Effective Date") and thereafter shall remain in effect until the Services have been fully completed (as determined by the City) (the "Term"), unless earlier terminated as otherwise provided herein.

#### B. *Termination*.

1. For Cause. Either party (the "Non-breaching Party") may terminate this Agreement if the other party (the "Breaching Party") commits a breach of this Agreement, and such breach remains uncured for a period of seven (7) days after notice thereof (which notice shall specifically identify the breach) (the "Notice of Breach") is received by the Breaching Party; however, if the breach cannot with diligence be cured within said 7 day period, if within

such 7 day period the Breaching Party provides the Non-breaching Party written notice of the curative measures which it proposes to undertake, and proceeds promptly to initiate such measures to cure such failure, and thereafter prosecutes the curing of such failure with diligence and continuity, the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of such failure with diligence and continuity, not to exceed 15 days following the date the Notice of Breach is received by the Breaching Party.

2. Without Cause. In addition to the right to terminate this Agreement as set forth in Section 3.B.1, above, the City may terminate this Agreement, for any reason or for no reason, at any time during the Term by giving written notice of termination to the Company.

3. Upon any termination of this Agreement, the Company will promptly (a) discontinue its provision of the Services, (b) provide the City with all of the data, documents, records, materials and information pertaining to the Services, including an electronic copy thereof if requested, and (c) return all Addison Intellectual Property (as hereinafter defined). If this Agreement is terminated prior to the completion of the Term, the City will compensate the Company on a pro-rated basis, based on the Services actually performed, approved and accepted by the City, up to the date of termination.

Section 5. Company Representations and Warranties. The Company represents and warrants to the City that:

A. it has the power and authority to enter into and perform its obligations under this Agreement;

B. it will perform the Services with professional skill and care, in a good and workmanlike manner, and to recognized industry standards, and the Services, and the materials and finished product provided to the City, will not infringe any third-party intellectual property rights;

C. it will not, in connection with any of the internet websites owned or controlled by the City), or any related materials or Services provided under this Agreement, infringe or violate any rights of third parties; including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets, and/or licenses; and

D. it will obtain and at all times during the term of this Agreement, maintain insurance in an amount to cover reasonable expenses related to any claims

Section 6. Intellectual Property.

All materials, products, and modifications developed or prepared by the Company under this Agreement, including without limitation the Calendar, any content therein, domains, forms, codes, trade dress, look and feel of the Calendar, images viewable on the Internet, any HTML elements relating thereto, and software, are the sole property of the City (the "Addison Intellectual Property") and all right, title and interest therein shall vest in Addison and shall be deemed to be a "work made for hire" under United States copyright law (17 U.S.C. § 101 et seq.) and made in the course of this Agreement. To the extent that title to any such Addison Intellectual Property may not, by operation of law, vest in the City or such works may not be

considered to be work made for hire, all right, title and interest therein are hereby irrevocably assigned by the Company to the City. All such materials shall belong exclusively to the City with the City having the right to obtain and to hold in its own name, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. The Company agrees to give the City and any person designated by the City, any reasonable assistance required to perfect and enforce the rights defined in this Section.

#### Section 7. COMPANY'S INDEMNITY OBLIGATION.

The Company covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Addison), INDEMNIFY, AND HOLD HARMLESS the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the Town of Addison, Texas, and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas each being an "Addison Person" and collectively the "Addison Persons"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees, fines, penalties, expenses, or costs, of any kind and nature whatsoever made upon or incurred by the Town of Addison, Texas and/or any other Addison Person, whether directly or indirectly, (collectively, the "Claims"), that arise out of, result from, or relate to: (i) the Services as described in Section 2, above, (ii) any representations and/or warranties by the Company under this Agreement, and/or (iii) any act or omission under, in performance of, or in connection with this Agreement by the Company or by any of its owners, directors, officers, shareholders, managers, partners, employees, agents, consultants, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees, or any other person or entity for whom the Company is legally responsible, and their respective owners, directors, officers, shareholders, owners, directors, officers, shareholders, managers, partners, employees, agents, consultants, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "Company Persons"). SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. However, the Company's liability under this clause shall be reduced by that portion of the total amount of the Claims (excluding defense fees and costs) equal to the Addison Person or Persons' proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss. Likewise, the Company's liability for Addison Person's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to Addison Person or Persons' proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss.

The Company shall promptly advise Addison in writing of any claim or demand against any Addison Person related to or arising out of the Company's activities under this Agreement and shall see to the investigation and defense of such claim or demand at the Company's sole cost and expense. The Addison Persons shall have the right, at the Addison Persons' option and own expense, to participate in such defense without relieving

**the Company of any of its obligations hereunder. The terms and provisions of this defense, indemnity and hold harmless shall survive the expiration or termination of this Agreement.**

Section 8. Insurance. At all times in connection with this Agreement, the Company shall purchase and maintain in a company or companies lawfully authorized to do business in Texas such insurance coverages as set forth below:

A. Commercial general liability insurance for all of its operations at minimum combined limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate. Coverage must be amended to provide for an each-project aggregate limit of insurance.

B. Professional liability (Errors & Omissions) – with a per loss limit policy period aggregate limit of not less than \$1,000,000 per occurrence. Said insurance shall provide coverage for claims arising out of the Company’s errors, omissions, wrongful acts, negligence, misstatement, or breach of duty in the rendering, or failure to render, the services for which it was contracted.

With reference to the foregoing insurance requirement, the Company shall specifically endorse applicable insurance policies as follows:

1. The Town of Addison, Texas shall be named as an additional insured with respect to all liability policies.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
3. A waiver of subrogation in favor of the Town of Addison, Texas, its officers, employees, and agents shall be contained in each policy required herein.
4. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any change in the insurance coverage that would bring such coverage below the minimum amounts required by this Section.
5. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least sixty (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. The Company may maintain reasonable and customary deductibles.
9. Insurance must be purchased from insurers that are financially acceptable to the Town and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, delivered to the Company and the Town prior to the commencement of any Services hereunder, and shall:

1. List each insurance coverage described and required herein. Such certificates will also include a copy of the endorsements necessary to meet the requirements and instructions contained herein.
2. Specifically set forth the notice-of-cancellation or termination provisions to the Town of Addison.

Upon request, the Company shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

Section 9. Miscellaneous.

A. *Entire Agreement; Amendments.* This Agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. The Company shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by authorized representatives of both parties.

B. *Severability.* In the event that any provision of this Agreement is determined by a final, non-appealable order of a court of competent jurisdiction to be invalid, unenforceable or otherwise illegal, such provision shall be severable from the remainder of this Agreement, and there shall be added to this Agreement a provision that is as close to the intent of the original provision as possible, and the remainder of the Agreement will remain in full force and effect.

C. *No Waiver.* No term or condition of this Agreement will be deemed waived, and no breach will be deemed excused, unless such waiver or excuse is in writing and is executed by the party from whom such waiver or excuse is claimed.

D. *Rights and Remedies Cumulative.* The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights either Party may have by law, statute, ordinance, or otherwise.

C. *No Assignment.* Inasmuch as this Agreement is intended to secure the specialized services of the Company, the Company shall not and shall have no power or authority to assign, transfer, delegate or otherwise transfer any interest or duty herein without the prior written consent of Addison and any such assignment, transfer, delegation or transfer without Addison's prior written consent shall be considered null and void.

D. *No Third Party Beneficiaries.* The provisions of this Agreement are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

E. *Notices.* Any notices to be provided to a party in connection with this Agreement shall be deemed provided when delivered to the party entitled to receive such notice at the address for such party as listed below.

F. *Confidential Information.* All records and all other information, written or oral, provided to or obtained by the Company pursuant to or in connection with this Agreement, are confidential, and shall not be given, transmitted to, or otherwise made available by or on behalf of the Company to any person (including, without limitation, any individual) or business entity of any kind whatsoever (including, without limitation, any corporation, partnership, limited liability company, and sole proprietorship) without the prior written approval of Addison. This obligation shall survive the expiration or termination of this Agreement. The Company further agrees that upon request by Addison, or upon the termination or expiration of this Agreement, the Company will immediately provide and/or return to Addison any and all records and all other information which may have been provided to or prepared by or for the Company, or which is in the Company's possession or under the Company's control. In the event of the Company's breach or threatened breach of this provision, Addison shall be entitled to an injunction or restraining order obtained from any court having appropriate jurisdiction restraining the Company from any unauthorized use or disclosure of such information, but such injunction or restraining order shall not limit Addison's right to seek any other remedy available to Addison, whether at law or in equity or otherwise, in connection with such breach or threatened breach.

G. *Independent Contractor.* The Company is and shall at all times be an independent contractor under or in connection with this Agreement and the Services, and nothing in this Agreement creates or is intended to create and this Agreement shall not be construed to create, an employer-employee relationship, a joint venture relationship, a joint enterprise, a principal/agent relationship, or to allow the City to exercise discretion or control over the manner in which the Company performs the Services and work which are the subject matter of this Agreement.

H. *Governing Law; Venue.* This Agreement will be interpreted under and governed by the laws of the State of Texas, without regard to choice of law rules, and all obligations of the parties created by this Agreement are performable in Dallas County, Texas. Venue for any suit, action or proceeding under this Agreement shall lie exclusively in the state courts of Dallas County, Texas.

I. *Section Headings; "Includes".* Section and subsection headings herein are for convenience only and shall not be used in interpretation of this Agreement. The words "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

J. *Authorized Signatories.* Each party hereby represents that the undersigned officers and/or agents of the parties are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of each of the respective parties.

**TOWN OF ADDISON, TEXAS**

**JESSE JAMES CREATIVE, INC.**

By: \_\_\_\_\_  
Ron Whitehead, City Manager

By: \_\_\_\_\_  
Typed/printed name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date of signing: \_\_\_\_\_

Date of signing: \_\_\_\_\_

Address of Town of Addison:

5300 Belt Line Road  
Dallas, Texas 75254

Address of Jesse James Creative Inc.:

131 West 24<sup>th</sup> Street  
Suite 3  
New York, New York 10011

**EXHIBIT 1**

Statement of Work

*[see attached copy of Statement of Work which includes project estimate]*

## Council Agenda Item: #R7

### **AGENDA CAPTION:**

Discussion and consideration of action regarding sponsorship of Addison residents and/or employees for the 25th class of Leadership Metrocrest.

### **FINANCIAL IMPACT:**

Funds are available in the Fiscal Year 2013 General Fund. Fiscal Year 2012 costs totaled \$6,200.

### **BACKGROUND:**

Last summer, Council approved a scholarship "matrix" for determining the sponsorship level of Addison Residents to the Leadership Metrocrest program. The main idea was that the funding level increased based on several variables, including level of community involvement and length of residency.

Last year's class consisted of Reggie Carney, Phil Griggs, Fran Powell, Billy Dreis, and Ivan Hughes, with Charles Goff (City Manager's Office) and Paul Spencer (Police) also attending as Town employees.

A copy of the scholarship matrix from last year is attached for reference purposes.

This item is being brought forward well in advance of the Chamber's July 15 deadline to allow for sufficient time to review and adjust the matrix, as well as identify prospective attendees for this year's Leadership Metrocrest class.

### **RECOMMENDATION:**

### **COUNCIL GOALS:**

Maintain and enhance our unique culture of creativity and innovation,  
Enhance sense of community for all stakeholders/Expand Volunteer Opportunities

### **ATTACHMENTS:**

Description:

- ▢ [Leadership Metrocrest Class 25 Application and Flyer](#)
- ▢ [Leadership Metrocrest Scholarship Matrix - 2012](#)

Type:

- Backup Material
- Backup Material



**LEADERSHIP**  
METROCREST

**CLASS XXV APPLICATION FOR ENROLLMENT**

Date of Application \_\_\_\_\_

Full Name \_\_\_\_\_

Company \_\_\_\_\_ Title \_\_\_\_\_

Position/Responsibilities \_\_\_\_\_

Company Address \_\_\_\_\_

City/St/Zip \_\_\_\_\_ Phone \_\_\_\_\_

E-Mail \_\_\_\_\_ Fax \_\_\_\_\_

Home Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_ Phone \_\_\_\_\_

E-Mail \_\_\_\_\_ Cell \_\_\_\_\_

Birthday (mm/dd) \_\_\_\_\_  Male  Female

Contact preference  Home  Work

Do you have full support of your employer for the time required to participate in this program?  
 YES  NO

The tuition for the program is \$1,000 for Chamber members (or individuals sponsored by Chamber members), and \$1,200 for non-members. Is your employer paying the tuition?  
 YES  NO

What specific leadership competencies do you hope to enhance through your participation in Leadership Metrocrest?

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

**ALL APPLICATIONS DUE BY MAY 31, 2013. APPLICANTS WILL BE NOTIFIED BY JULY 15, 2013  
ON ACCEPTANCE TO LEADERSHIP METROCREST CLASS XXV.**

It is my understanding the Leadership Metrocrest program is to be a learning experience and requires attendance at the monthly meetings. I also understand that I will be automatically dropped from the program if I miss more than 16 hours from the remaining class.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**Return to: Metrocrest Chamber of Commerce 5100 Belt Line Rd. #430 Addison, TX 75254  
Fax: 469-587-0428 Email [info@metrocrestchamber.com](mailto:info@metrocrestchamber.com)**



## CLASS XXV - September 2013

Leadership Metrocrest is a program of the Metrocrest Chamber of Commerce which identifies, educates, and motivates future community leaders. The goal is to provide an extensive knowledge base of understanding and communication links that allow graduates to take leadership roles in Metrocrest civic, business and non-profit organizations.

Leadership Metrocrest offers...

- ❖ Participants an increased knowledge, understanding and sensitivity to community issues.
- ❖ Businesses an increased insight into the community and access to community leaders and resources.
- ❖ The community a pool of well-trained and energized leaders ready to serve.

Leadership Metrocrest is a nine month course where participants meet one day per month to study the various aspects of the Metrocrest's inner workings.

There are many ways to support Leadership Metrocrest. From attending the class to sponsoring sessions and the Graduate lunch, you can help this program and your Chamber, our chamber, The Metrocrest Chamber of Commerce.

### Interested in...

**...Learning more about your community?**

**...Building lifetime friendships?**

**...Being equipped to be the best leader possible?**

**Call 469-587-0420 or e-mail [info@metrocrestchamber.com](mailto:info@metrocrestchamber.com) for more information on our next Leadership Metrocrest class.**



**LEADERSHIP**  
METROCREST



**Town of Addison's Scholarship Matrix for Residents Participating in Leadership Metrocrest**

<b>Addison Board or Organization</b>	<b>Percentage of Scholarship Offered</b>	<b>Leadership Metrocrest Fee</b>	<b>ToA's Contribution</b>
Council Member or P&Z Member	100%	\$1,000	\$1,000
Citizen Academy Graduate	80%	\$1,000	\$800
Volunteer for Arbor Foundation, Addison Addvocates, Water Tower Theatre	70%	\$1,000	\$700
Addison Residency greater than 5 years	50%	\$1,000	\$500
Addison Residency 4 years or less	25%	\$1,000	\$250

The scholarship received will be at the highest level that a resident qualifies.

**Town of Addison Scholarship Contribution – Class XXIV**

<b>Applicant</b>	<b>Highest Qualification Level</b>	<b>Percentage of Scholarship Offered</b>	<b>Leadership Metrocrest Fee</b>	<b>TOA Contribution</b>
Phillip Griggs	Citizen Academy	80%	\$1,000	\$800
Fran Powell	Citizen Academy	80%	\$1,000	\$800
Brandon Rowe	Addison Resident 4 Years of Less	25%	\$1,000	\$250
Billy J. Dreis	Citizen Academy	80%	\$1,000	\$800
Ivan Hughes	Addison Resident 4 Years or Less	25%	\$1,000	\$250
<b>TOTAL ADDISON CONTRIBUTION</b>				<b>\$2,900</b>

## **Council Agenda Item: #R8**

### **AGENDA CAPTION:**

Discussion and approval of contract for a replacement for communications center equipment related to the P25 Radio Project. We will purchase the equipment from Watson Corporation on HGAC contract EC07-11. Replacement costs not to exceed \$68,000 .

### **FINANCIAL IMPACT:**

This is a budgeted item contained within the Metrocrest P25 Digital Public Safety Radio Project.

Replacement costs will not exceed \$68,000.

### **BACKGROUND:**

As part of the P25 Radio Project , the department has budgeted for communications furniture and equipment replacement that is over a decade old. Additionally, the new Tiburon CAD upgrade is scheduled for installation MAY 2013 . Replacing this equipment now in conjunction with the Tiburon CAD conversion will reduce the disruption to a onetime occurrence and save labor costs.

### **RECOMMENDATION:**

Administration recommends approval.

### **COUNCIL GOALS:**

Mindful Stewardship of Town Resources, Infrastructure improvement and maintenance, Enhance Public Safety

### **ATTACHMENTS:**

Description:

Type:

No Attachments Available

## **Council Agenda Item: #R9**

### **AGENDA CAPTION:**

Presentation, discussion, and consideration of approval of a multi-year Indefinite Delivery, Indefinite Quantities (IDIQ) Agreement with Jim Bowman Construction Co., L.P., of Plano, Texas in an amount not to exceed \$320,000 to perform maintenance activities related to street maintenance, and authorizing the City Manager (or his designee) to sign the Agreement.

### **FINANCIAL IMPACT:**

Funding for the Agreement for Street Maintenance is allocated in the FY 2013 Infrastructure Operations and Service Department operations budget. Funding for FY2014 is prorated based on 5 months remaining in the fiscal year. Funding for on-going years will be included in future fiscal year budgets and will be subject to future Council approvals.

### **BACKGROUND:**

On March 11, 2013, a Request for Bid was issued for improvements for street pavement, manhole ring and cover, signs, pavement markings, curb and gutter, driveways, and ADA ramps as needed. This contract was developed as an Indefinite Delivery Indefinite Quantity (IDIQ) contact in which the Request for Bid established unit pricing for 140 individual items. From these items and prices, Staff can develop and issue multiple delivery orders throughout the IDIQ contract.

The IDIQ was developed for a multi-year contract with the base year with four 1-year optional extensions. The initial year will extend from date of contract execution to September 30, 2013. Each year thereafter will run with the fiscal year.

Five firms attended the pre-bid meeting. We received one bid by the deadline. Because we received only one bid we contacted the other firms who attended the pre-bid meeting but chose not to submit a bid in an effort to determine if there was any problem with our process that kept these firms from submitting. One firm reported that they simply did not have the staff to put together the bid and they decided not to pursue the project. One firm stated

that since they are located more than 50 miles away from Addison they choose not to submit a bid. One firm reported that they decided after attending the meeting that it was not something they chose to pursue but that there was not anything with the bid itself that kept them from submitting. We were not able to contact the 5<sup>th</sup> firm. The firms we contacted all indicated that if we readvertised for bids, they would not submit. An analysis was conducted of the one submitted bid to make sure that it is in line with the market prices. We determined that it is a competitive bid. The bidder, Jim Bowman Construction, Co., L.P., has worked with the Town on many projects and has always performed according to scope and the quality has been up to the Town's standards. Staff is comfortable with the firm's past performance and, therefore, recommends that the contract be approved and awarded.

The contract covers all services through September 30, 2013. Future extensions will be submitted for approval during the upcoming budget processes.

**RECOMMENDATION:**

Administration recommends approval.

**COUNCIL GOALS:**

Mindful Stewardship of Town Resources, Infrastructure improvement and maintenance

**ATTACHMENTS:**

Description:

Type:

No Attachments Available

## **Council Agenda Item: #R10**

### **AGENDA CAPTION:**

Presentation, discussion, and consideration of the approval of an agreement for engineering design for a mid-block ADA crossing at Beltway and Les Lacs with Grantham & Associates, Inc., in the amount of \$7,625.00, and authorizing the City Manager or his designee to sign the Agreement.

### **FINANCIAL IMPACT:**

Funding for the engineering design Agreement with Grantham & Associates, Inc., for a mid-block ADA crossing at Les Lacs and Beltway has not been allocated in the FY 2013 Infrastructure Operations and Service Department operations budget. A budget adjustment will be necessary.

### **BACKGROUND:**

Grantham & Associates has been selected through an RFP process to provide engineering design services for small construction projects. Recently, the Mayor's office received a request from a citizen for a mid-block ADA crossing on Beltway at Les Lacs. The citizen is concerned that crossing Beltway is unsafe and that a mid-block ADA crossing is needed. On staff's direction, Grantham has submitted a proposal for the ADA crossing. Their proposal for the preparation of plans and specification for the design of the crossing as well as any survey work associated it the design is an amount not to exceed \$7,625.00

Grantham has submitted an Opinion of Probable Cost in the amount of \$12,062.50 for the construction of the improvements.

With Council's approval, staff will finalize the agreement and issue a Notice to Proceed to Grantham for the design. If approved, the construction project will be awarded under the Street IDIQ contract that has been presented to Council for approval.

### **RECOMMENDATION:**

Administration recommends approval.

### **COUNCIL GOALS:**

# Mindful Stewardship of Town Resources, Infrastructure improvement and maintenance

## ATTACHMENTS:

Description:

Type:

No Attachments Available

## Council Agenda Item: #R11

**AGENDA CAPTION:**

Presentation and Discussion regarding the Fiscal Year 2012-2013 Strategic Plan Update.

**FINANCIAL IMPACT:**

N/A

**BACKGROUND:**

As part of the budget process, the City Council established a strategic plan for fiscal year 2012-2013. Staff provides quarterly updates on the status of the implementation of that strategic plan.

**RECOMMENDATION:**

**COUNCIL GOALS:**

N/A

**ATTACHMENTS:**

Description:

 [Strategic Plan Update - Second Quarter](#)

Type:

Backup Material



# MEMO

**To: The Honorable Mayor and Council**

**From: Charles Goff**

**Re: Strategic Plan Update – Second Quarter FY2013**

**Date: April 18, 2013**

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Mayor and Council,

Attached please find a copy of the Fiscal Year 2013 (FY13) Strategic Plan as well as an update for each of the nineteen (19) strategies which were identified by Council through their planning process.

Following the approval of the FY13 Strategic Plan and Budget, staff began working on each of the identified strategies. The process began with City Manager Ron Whitehead assigning each initiative or strategy. This was followed by a series of meetings to define the scope of each strategy and to discuss potential tactics. Once responsibility, scope and tactics were assigned, staff began implementing the strategies. Council directed staff to provide an update on the status of these strategies on a quarterly basis and this is the second report staff is presenting.

To track progress on each strategy, staff is using the Project Planning and Performance software system developed over the last year or so. Each strategy has been input into the system, where the City Manager can review the statement of work and the progression of each task associated with every strategy through A3, RASIC, and GANNT charts.

It may be helpful to define a few terms used in the report:

- **Background** – The background provides additional perspective that may be required for a strategy and the conditions that existed at the outset that necessitated the strategy.
- **Purpose** – This defines the reason for each strategy or the goal that it is meant to achieve.
- **Measurable Success Indicators** – These are a list of criteria that can be tracked to measure the staff's successful implementation of the strategy.
- **Deliverables** – These are a set of things (recommendations, reports, programs, outcomes, etc.) that will be produced by the completion of each strategy
- **Assumptions** – These are a set of conditions that staff believes to be true when planning the implementation of the strategy.
- **Contingency Plans** – These are alterations or adjustments that staff as identified that may be necessary if certain assumptions or conditions are not met.
- **Critical Success Factors** – These are the elements and or steps that staff has identified as absolutely necessary for the successful implementation of the strategy.

In addition to these terms, there are four different status categories for each task:

- **Completed** – This indicates that staff has completed work related to this task.
- **Planned** – This indicates that a task is scheduled for future implementation. This may be for a task that is a later step in a process or is a project that for scheduling reasons has not started yet.
- **Ongoing** – This indicates that staff is currently in progress of implementing the task. Some tasks are more continuous in nature and don't have a completion date. Where possible, staff has included the scheduled completion date for each task.
- **Late** – This indicates that the scheduled completion date for this task has passed and the project is behind schedule. The narrative update should provide Council with more detail regarding the project and its timeline.

Please review these updates. The staff liaison for each strategy will be available at the Council Meeting on Tuesday, April 23, 2013 to answer any questions that you have. Please feel free to contact me at any time with questions or comments regarding the status of any strategy. If you have a question that may require a more detailed response, it may be easier to contact me prior to the meeting so that staff has an opportunity to prepare a meaningful response in time for the meeting. I can be reached via email at [cgoff@addisontx.gov](mailto:cgoff@addisontx.gov) or by phone at 972-450-7027.

Regards,

Charles Goff  
Assistant to the City Manager  
Town of Addison

## Strategy/Initiative Linking

<b>Value Proposition – Best Product (Innovation, Creativity)</b>	
<p><b>Role of Council</b> – The role of the Council is to develop a long-term vision for the Town, to develop policies necessary to achieve the vision, and to communicate with, and seek buy-in from, stakeholders. This includes:</p> <ul style="list-style-type: none"> <li>• Identifying future trends, challenges, and opportunities</li> <li>• Being a positive and resourceful representative for the town</li> <li>• Communicating with residents, businesses, and regional partners</li> <li>• Being good financial stewards, and</li> <li>• Trusting and supporting the City Manager to implement the operational aspects of the Council’s vision</li> </ul>	
<p><b>Vision</b> – To be an attractive, thriving community that delivers the “Addison Way” with superior services, enhanced sense of community, and a safe, high-quality experience for residents, businesses, visitors, and all other stakeholders. Addison will lead the way in creativity, innovation and fiscal responsibility within a culture of excellence and kindness</p>	
<p><b>Values</b> – The Council will at all times seek to enact policies that will promote, and to personally exemplify, the Values of the Town of Addison. The Council values:</p> <ul style="list-style-type: none"> <li>• Integrity</li> <li>• Respectfulness</li> <li>• Fun</li> <li>• Innovation/Creativity</li> <li>• Responsibility</li> <li>• Efficiency</li> <li>• Kindness</li> </ul>	<p><b>Goals</b> –</p> <ul style="list-style-type: none"> <li>• Increase revenues by at least 10% while holding the tax rate to \$.58 or less and reserves to at least 30%</li> <li>• Create raving fans of the Addison Experience</li> <li>• Practice Mindful Stewardship of Town Resources</li> <li>• Maintain and enhance our unique culture of creativity and innovation</li> </ul>
<p><b>The “Addison Experience”</b> –</p> <ul style="list-style-type: none"> <li>• Addison consistently offers a unique, innovative, high-quality, vibrant, and fun experience</li> <li>• Addison offers a variety of options with a welcoming personal touch in a safe, convenient, and environmentally responsible community</li> </ul>	

**Town of Addison - Strategic Initiatives Update 04/23/2013**

<b>Strategic Initiative:</b>	
Create a Vision for the Airport to Maximize the Value	
<b>Staff Liaison:</b>	
Lea Dunn	
<b>Budget:</b>	\$0
<b>Completion Date:</b>	3/31/2013
<b>Statement of Work:</b>	
<b>Background</b>	The airport is an important asset to the Town and is now 55 years old. In order to remain competitive, it is vital that the Town develop and implement a long term plan.
<b>Purpose</b>	To develop a strategic plan that will establish broad policy goals for the development of Addison Airport for the next 30 years
<b>Measurable Success Indicators</b>	Approval and adoption of the Completed Strategic Plan
<b>Deliverables</b>	There are a number of deliverables since this is a multi-year project. Perhaps the most important is the strategic plan which will provide the road map for the airport's future
<b>Assumptions</b>	Council adopts the proposed plan
<b>Contingency Plans</b>	Modify and resubmit the proposed plan
<b>Critical Success Factors</b>	Adoption of the Strategic plan and implementation of the plan.

**Strategic Initiative:**

Create a vision for the Airport to Maximize the Value

Key Tasks	Status /Scheduled Completion
Determine Team Time Commitment Requirements and Timeline	Completed
Develop the Vision and Goals	Completed
Council Liaison Agree with the Vision	Completed
Outline Broad Strategies	Completed
Present to Council Liaisons	Completed
Define Trip/Visit Criteria (what are the goals for the trips)	Completed
Generate a List of Relevant Airports	Completed
Schedule and Conduct Trips	Completed
Revisit and Revise Vision/Goals/Strategies	Completed
Modify Based on Feedback	Completed
Write the Strategic Plan	Late 1/31/2013
Finalize Strategic Plan and Develop Implementation and Communications Plan	Late 3/31/2013

**Status Update**

Over the past year, staff and the Council liaisons have completed much of the work associated with this strategy. From March of 2012 through June of 2012 staff and the Council liaison travelled and met with key airport, city and elected officials at 8 different GA airports nationwide that were identified as airport's that had both similar and contrasting characteristics and methodologies from that of Addison Airport. These visits and meetings provided the data, identified critical issues, and ultimately the goals and strategies needed in developing the strategic plan. Those airports were: Sugarland, TX., Scottsdale, AZ., Denver Centennial, Ft. Meyers, Fla., Naples, Fla., Morristown, NJ., Teterboro, NJ. and Dallas Executive. The team also conducted a SWOT Analysis (Strengths, Weaknesses, Opportunities, Threats), met, interviewed and surveyed key-stakeholders at Addison Airport that included all Fixed Based Operators (FBO's), Tenants both Recreational and Business as well as meeting with the key administrators at the Federal Aviation Administration (FAA) in Ft. Worth and The Texas Department of Transportation - Aviation Division in Austin.

Staff is currently finalizing the strategic plan. Plans are to submit the final plan to Council May 20 and the Planning and Zoning Commission May 23.

**Town of Addison - Strategic Initiatives Update 04/23/2013**

<b>Strategic Initiative:</b>	
Define, Measure, Evaluate, and Improve Success for all Town Businesses	
<b>Staff Liaison:</b>	
Charles Goff	
<b>Budget:</b>	\$0
<b>Completion Date:</b>	9/30/2013
<b>Statement of Work:</b>	
<b>Background</b>	As part of council's strategic plan, this strategy is to establish a means by which to better define, evaluate, and improve success for all Town Businesses. In order to do this, the City Manager's Office is leading an effort to determine a set of metrics that would indicate whether or not each department is achieving success. this project will also address the desire by Council and the Manager's Office to better track and report these indicators. Additionally, the theme for the 2012-13 Budget is to know the businesses we are in.
<b>Purpose</b>	The Purpose of this strategy is to ensure that Town staff will know their business and do it well. Through this process, staff will be better able to identify and communicate performance to stakeholders.
<b>Measurable Success Indicators</b>	Instituted system for tracking and reporting performance with measurable indicators
<b>Deliverables</b>	Key Success Indicators for each Department, Goals for Performance, Reporting Mechanism to Track and Communicate Progress
<b>Assumptions</b>	Availability of Department Directors, Technology necessary for tracking and reporting
<b>Contingency Plans</b>	Develop alternant methods for tracking and reporting
<b>Critical Success Factors</b>	Availability of Department Directors, Technology necessary for tracking and reporting

**Strategic Initiative:**

Define, Measure, Evaluate, and Improve Success for all Town Businesses

Key Tasks	Status/Scheduled Completion	
Determine Project Scope, Process, and Timeline	Completed	
Hold Kick-off meeting with Departments to Discuss Process and Goals	Completed	
Conduct Meetings to Indentify a Definition of Success for each Department	Completed	
Finalize Definitions with City Manager's Office and Departments	Ongoing	4/19/2013
Establish Performance Measures for Each Department	Planned	6/28/2013
Develop Reporting Mechanism(s) to Show Progress	Planned	7/31/2013
Determine Benchmarks and Best Practices for Performance Indicators	Planned	8/30/2013
Set Goal for Each Performance Indicator	Planned	8/30/2013
Establish a Plan with each Department to Achieve Goals	Planned	9/30/2013
Implement Procedures and/or Technology to Capture Data	Planned	9/30/2013
Utilize P3 system to Improve Project Management and Communication	Ongoing	

**Status Update**

The City Manager's Office has met with Rick Robinson to discuss best practices in performance measurement and lay out a process for implementing at performance measurement system. Department Directors have developed definitions of success that are currently being reviewed by the City Manager's Office. Once definitions are finalized, departments will develop performance indicators based on each definition of success.

Concurrently, the City Manager's Office will be working with the departments and IT to develop technology and procedures that will allow us to collect data regarding these performance indicators. These procedures should be in place by the end of the fiscal year. Once complete, staff will have a more comprehensive means of reporting performance to stakeholders.

**Town of Addison - Strategic Initiatives Update 04/23/2013**

<b>Strategic Initiative:</b>	
Raise Property Values (Code Enforcement, Incentives to Improve)	
<b>Staff Liaison:</b>	
Orlando Campos	
<b>Budget:</b>	\$0
<b>Completion Date:</b>	9/30/2013
<b>Statement of Work:</b>	
<b>Background</b>	As part of council's strategic plan, this strategy is to develop innovative programs that will help increase property values in the community and have a positive outcome in the ad valorem values collected.
<b>Purpose</b>	Develop new programs that will help enhance and have a positive effect on the values of properties in the community.
<b>Measurable Success Indicators</b>	Development of Spring Cleaning Program Development of new Yard of the Month Program Implementation of Effective Business Retention & Expansion Program
<b>Deliverables</b>	Town Wide Spring Cleaning Program New Yard of the Month Program Effective BREP Program Landscape Architect Position
<b>Assumptions</b>	That planned time line is not met with other urgent unexpected project. That support will be provided by other departments. That task assignments are completed by designated representatives. That we get a new website launched to assist with promotion of programs.
<b>Contingency Plans</b>	Modify plan to meet changing market conditions. Failure is not an option.
<b>Critical Success Factors</b>	Town Wide Spring Cleaning Program New Yard of the Month Program Effective BREP Program

**Strategic Initiative:**

Raise Property Values (Code Enforcement, Incentives to Improve)

Key Tasks	Status/Scheduled Completion
1. Develop Spring Cleaning Program.	Late 3/29/2013
2. Develop Yard of the Month Program.	Late 3/29/2013
3. Implement Effective Business Retention & Expansion Program (BREP).	Ongoing
4. Complete the Hiring of a Landscape Architect.	Completed

**Status Update**

In the first quarter of FY 2013, an economic development manager was hired to assist with ED endeavors. The first primary focus was on the 2013 business registration process which was launched at the end of December. The updated list of businesses in the community will serve as the base for identifying businesses that will be prioritized for BREP visits. Registration renewals are currently underway as well as registration of new businesses. In March, the economic development department launched the "We're Glad You're Here!" campaign by visiting office buildings and welcoming the employees as they arrive to work. This effort is not only part of the Business Registration Value-Add Plan but an effective tool in the Town's Business Retention & Expansion efforts. This effort is off to a successful start with several other visits planned in the near future to other buildings.

Collaboration began in January with Parks Department and Development Services to develop a Spring Cleaning Program and Yard of the Month Program. Staff met with the president of the Addison Arbor Foundation to seek their input on a Yard of the Month and Spring Cleaning Program. The idea was presented by their president to their board in April. The Arbor Foundation provided their recommendations, and Town staff is now evaluating their recommendations for inclusion into the Town's Plan. Completion of the plan is expected in the next few weeks.

A Landscape Architect was also added and has been hired to oversee the maintenance of planting on private commercial property and Town medians and rights of way.

**Town of Addison - Strategic Initiatives Update 04/23/2013**

<b>Strategic Initiative:</b>	
Attract New Business to Addison	
<b>Staff Liaison:</b>	
Orlando Campos	
<b>Budget:</b>	\$700,000
<b>Completion Date:</b>	9/30/2013
<b>Statement of Work:</b>	
<b>Background</b>	As part of council's strategic plan, this strategy is to attract new businesses to Addison as defined in the 2010 Economic Development Strategic Plan which will be led by the Economic Development Department.
<b>Purpose</b>	To attract and create new businesses in the community, and identify redevelopment opportunities for investment
<b>Measurable Success Indicators</b>	Retail Strategy Increased commercial space absorption International Program Senior Citizen Alternative Housing development strategy Possible charter modifications to address liquor sales area Economic Development Dashboard Baylor's Accelerated Venture program
<b>Deliverables</b>	Retail Strategy Increased commercial space absorption International Program Senior Citizen Alternative Housing development strategy Possible charter modifications to address liquor sales area. Economic Development Dashboard Baylor's Accelerated Venture program
<b>Assumptions</b>	Economic conditions continue on road to prosperity; Availability and cooperation of other departments critical; Continued funding of Accelerated Ventures program from Angel Groups continue; Budget funding support continues for ED Department; Completion of Comprehensive Land Use Plan; Development of senior housing in immediate surrounding communities does not deter local need.
<b>Contingency Plans</b>	Modify plan to meet changing market conditions. Failure is not an option.
<b>Critical Success Factors</b>	Retail Strategy Increased commercial space absorption International Program Senior Citizen Alternative Housing development strategy Possible charter modifications to address liquor sales area. Economic Development Dashboard Baylor's Accelerated Venture program

**Strategic Initiative:**

Attract New Business to Addison

Key Tasks	Status/Scheduled Completion	
1. Create and implement a comprehensive retail strategy.	Late	2/28/2013
2. Create economic development incentive dashboard.	Late	3/29/2013
3. Explore senior citizen housing alternatives.	Planned	6/7/2013
4. Baylor University Accelerated Ventures Program.	Ongoing	9/30/2013
5. Possible city charter changes to potentially expand liquor sales areas.	Planned	9/30/2013
6. Develop and international program.	Planned	9/30/2013
7. Fill office/commercial/industrial space.	Ongoing	

**Status Update**

Development Services has provided the ED Department with a comprehensive list of retail locations in the Town. The list will serve as a foundation for a retail strategy. Collaboration was also done with the Finance Department to provide more clarity for the ED Dashboard that is part of the quarterly financial report.

A Memorandum of Understanding was negotiated and executed with Baylor University's Accelerated Ventures Program. A formal press event was done in February which received favorable publicity and interest from businesses in the area wanting to get involved. Three initial companies are already working out of the FED Building. The ED Department has identified a permanent location for the Accelerated Ventures Program and lease negotiations are now underway.

Work continues on active promotion of the community for potential business/commercial prospective tenants. New ED ads have been designed and have been placed in key publications targeting decision makers and commercial brokers. This fiscal year, the Fiesta Restaurant Group relocated their corporate headquarters to Addison. In addition, National Bankruptcy Services has leased 67,250 square feet and will create 450 jobs in the first year and 600 by year three. The Town approved a \$60,000 Chapter 380 Grant. The Department is also working on a few other corporate expansion projects to Addison which were highlighted in the mid-year report to Council last month.

**Town of Addison - Strategic Initiatives Update 04/23/2013**

<b>Strategic Initiative:</b>	
Create and implement a Comprehensive Land Use/Revitalization Plan	
<b>Staff Liaison:</b>	
Carmen Moran	
<b>Budget:</b>	\$200,000
<b>Completion Date:</b>	6/11/2013
<b>Statement of Work:</b>	
<b>Background</b>	Addison is required, by Charter (section 7.03) to have a Master (or Comprehensive) Plan. The Town's current plan was completed in 1991 and needs to be updated. The Plan provides a long-range guide to direct the growth and physical development of the community. Comprehensive Planning is a process by which a community assesses what it has, what it wants, how to achieve what it wants, and finally, how to implement what it wants.
<b>Purpose</b>	The Comprehensive Land Use Plan will: 1. Identify highest and best use of Addison's land, 2. Contain a Strategic Plan for redevelopment of the Airport, 3. Assess the Town's infrastructure, 4. Provide brand consistency by offering guidance for eliminating undesirable land uses.
<b>Measurable Success Indicators</b>	Success indicators would be new developments, or redevelopments, in locations that are deemed to be below the Town's standards for desirable land uses.
<b>Deliverables</b>	The Comprehensive Plan will be formatted as a document, in 8 1/2 x 11" format, with maps. The document and maps will identify areas where the Town is doing well, and areas that need Special Area Studies.
<b>Assumptions</b>	The Council funded \$200,000.00 during 2012-2013 to hire consultants for Special Area Studies. It is assumed that the Council will allow those funds to be spent for that purpose.
<b>Contingency Plans</b>	If funds are not available, the staff will postpone the studies.
<b>Critical Success Factors</b>	Success for development proposals is measured by "flying dirt." It is hoped that our planning efforts yield new developments or redevelopments and remodels of older product.

**Strategic Initiative:**

Create and Implement a Comprehensive Land Use/Revitalization Plan

Key Tasks	Status/Scheduled Completion	
Inventory all land used within the Town with respect to its current use	Completed	
Assess viability and market position of Town's current land uses	Completed	
Evaluate the Town's public facilities such as schools, medical facilities, arts facilities, etc	Completed	
Assess the Town's livability for its citizens through an analysis of parks and recreation facilities	Completed	
Evaluate each parcel in Town and measure its success through the methodology developed by the P&Z	Late	3/4/2013
Determine parcels or areas of Town that do not meet the P&Z's standards for success	Late	3/4/2013
Recommend parcels or areas to the City Council for Special Area Studies	Planned	5/31/2013

**Status Update**

The Planning and Zoning Commission has been working on the Comprehensive Plan since April of 2012. It has evaluated all land use classes within the Town and presented that portion of the document to the Council at a Joint Meeting on March 4, 2013. In March the Commission began its "parcel-by-parcel" evaluation. In order to divide the Town into reasonable chunks, the Commission used the six planning sectors that are used in the Town's annual budget. The P&Z is evaluating each parcel according to the Methodology the P&Z developed to measure "attributes of success." The P&Z has completed evaluations of Sector 1-3, and hopes to finish Sectors 4-6 by the May 23, 2013 meeting. At the end of the parcel-by-parcel evaluation, the P&Z will create a list of areas of the Town that seem to call for a Special Study. The P&Z will present the list to the Council, and ask that the Council prioritize the list according to areas that it would like to have studied first. It is hoped that once the Council has prioritized the list of special study areas, the studies can begin in early June. The P&Z also wants to fold the Airport Strategic Plan into the document, and it is awaiting a presentation on that document from the Airport Strategic Plan committee, which should take place on May 23rd. The Town's Thoroughfare Plan is another part of the Comprehensive Plan that the P&Z has not tackled. The Thoroughfare Plan is in need of updating, and the Plan is typically managed by the Department of Infrastructure Operations and Support. The staff is talking through that process with the new Director.

**Town of Addison - Strategic Initiatives Update 04/23/2013**

<b>Strategic Initiative:</b>	
Brand Protection and Enhancement	
<b>Staff Liaison:</b>	
Chris Terry	
<b>Budget:</b>	\$85,000
<b>Completion Date:</b>	9/30/2013
<b>Statement of Work:</b>	
<b>Background</b>	The organization currently has no comprehensive approach to all of our operations that articulates standards that protect and enhance the culture and brand of the organization. Disparate policies and practices exist in some Town departments and not in others. We need to undertake a process to inventory and develop brand standards for each department and the organization as a whole.
<b>Purpose</b>	This year, a branding study will be commissioned to help us identify all aspects of our operations where brand standards need to be adopted and compiled for reference and implementation. The purpose will be to better represent our brand message to all constituents both internal and external to the organization.
<b>Measurable Success Indicators</b>	1) Completed Comprehensive Marketing Plan 2) Completed Branding Study 3) Execute events that celebrate diversity. 4) Recruiting and retaining minority-owned businesses in the mix of our economic development portfolio 5) Demonstrating the organizations success at recruiting and hiring diverse ethnicities 6) Continue educating new employees, residents, and the public on The Addison Way
<b>Deliverables</b>	1) Comprehensive Marketing Plan 2) Brand Standards Guide 3) Addison-branded merchandise plan for The Store at Visit Addison 4) Revamped Worldfest - Spotlight China 5) Develop specific economic development programs to attract more minority-owned and international business to Addison
<b>Assumptions</b>	1) Vendor (Vivanti Group) will meet our prescribed deadlines for the branding study 2) Staff successfully manages the workflow for the Comprehensive Marketing and Communication Plan 3) City Council approves any contracts and amended budgets needed to implement or complete a key task
<b>Contingency Plans</b>	1) Develop a list of other vendors who can complete this work if Vivanti is not selected or defaults in the engagement agreement. 2) Will continue to explore activities and programs that promote diversity. 3) Continue to work on developing and selling demand-driven Addison-branded merchandise to The Store at Visit Addison.

**Strategic Initiative:**

Create and Implement a Comprehensive Land Use/Revitalization Plan

**Statement of Work:****Critical Success Factors**

1) Establishing a consistent look for all Town of Addison, messaging, logos, creative design work, etc. 2) Capturing and articulating The Addison Way culture 3) Procuring and selling a proven product line at the Store in Visit Addison 4) Active collaboration and services rendered with authorities like WAC, Mexican consulate, and international economic development authorities

**Key Tasks****Status/Scheduled Completion**

1) Implement and revise a comprehensive Marketing and Communication Plan	Ongoing	9/30/2013
2) Implement a branding study	Ongoing	5/7/2013
3) Develop a product line of Addison-branded merchandise for sale	Ongoing	4/30/2013
4) Embrace and promote diversity	Ongoing	9/30/2013
5) Preserve and transferring The Addison Way culture	Ongoing	
6) Institutionalize the high standards for Special Events (Guest and Staff Experience, Quality)	Completed	

**Status Update**

1. Meeting with departments to identify their marketing needs and ideal department standards, as well as establishing open lines of communications. Upon completion of departmental discussions, as well as the final approval of the rebranding study, I will be revising my existing plan accordingly. The final product will include all departmental findings as well as mapping each of them to the overall Town MarComm strategy—this will provide Council and the City Manager’s Office a much more comprehensive, overarching strategic approach for the Town.

2. The rebranding study is currently underway. We have conducted a very successful market research study, conducted in-depth personal interviews, researched and evaluated our competitive set, and identified our demographics. At present, we are developing our brand positioning statements, brand narratives, and potential taglines. The next steps will be the start of the creative process...developing our Brand Vision (color palette, logo/logo hierarchy, brand standards guide, etc) and transform the Brand Vision into a Brand Experience Guide that will serve as a blueprint for the new TOA Brand.

3. Draft of business model in place for Visit Addison Store. Staff has met with Craft Guild for co-creation of Addison product line sold at Visit Addison and consulted with Isaac Rousso regarding product line creative and ideas. Staff will be regrouping with the Guild and will be finalizing a product line including potentially Addison Business/Private Label products.

4. Met with World Affairs Council and Chinese delegation regarding Worldfest. Worked with Metrocrest Chamber of Commerce on a service deliverable reaching out to minority and ethnic regional chambers of commerce. Conducted preliminary meetings with Mexican Consulate.

5. Delivering ongoing Addison Way education (since 2008) through Employee Orientation Programs, Advocate Inservices and employee development courses, as well as during the 2012 Citizens Academy

**Town of Addison - Strategic Initiatives Update 04/23/2013**

<b>Strategic Initiative:</b>	
Continue to attract, hire, develop and retain great employees	
<b>Staff Liaison:</b>	
Passion Hayes	
<b>Budget:</b>	\$0
<b>Completion Date:</b>	9/30/2013
<b>Statement of Work:</b>	
<b>Background</b>	As part of the council's strategic plan, this strategy is to continue to attract, hire, develop and retain great employees. In order to continue to accomplish this goal, the Council and the City Manager's Office have identified several potential tactics.
<b>Purpose</b>	The purpose of this strategy is to ensure that the Town is able to continue its culture of the Addison Way by attracting, hiring, developing and retaining great employees.
<b>Measurable Success Indicators</b>	Implementation of several programs identified as tactics below.
<b>Deliverables</b>	Deliverables include expanded Addison Way Training program, Addison 101 Training, Mentorship Program, Recognition Program memorialized, Empowerment/Suggestion Program, finalized Compensation Policy, an Insurance and Benefit Analysis Committee, and a Shared Services and Privatization Support
<b>Assumptions</b>	Availability of Department Directors and designated employees to assist with process.
<b>Contingency Plans</b>	Seek outside assistance through various specialized programs/consultants.
<b>Critical Success Factors</b>	Availability of Department Directors and designated employees to assist with process.

**Strategic Initiative:**

Continue to attract, hire, develop and retain great employees

Key Tasks	Status/Scheduled Completion	
Formalize Recognition Programs	Completed	
Establish Empowerment/ Suggestion Program by working with CMO to define goals.	Planned	5/31/2013
Establish an Insurance and Benefit Analysis Committee.	Ongoing	6/28/2013
Continue to look for opportunities to expand and reinforce Addison Way Training.	Ongoing	9/30/2013
Establish a plan and guidelines for mentorship program and work with CMO to define goal and success factors.	Planned	9/30/2013
Establish a plan and guidelines for mentorship program and work with CMO to define goal and success factors.	Planned	9/30/2013
Develop and Implement Addison 101 Training program to roll out to new employees and existing employees.	Planned	9/30/2013
Continue to look for Shared Services and Privatization Opportunities Throughout the	Ongoing	

**Status Update**

This strategy is an ongoing one but some of the tactics identified have already been addressed including formalizing the recognition program and the compensation policy. Human Resources is currently coordinating with the City Manager's Office regarding the establishment of an employee empowerment program. In addition, the tactic of expanding the Addison Way will be underway in just a few weeks where Addovcates will attend an in-service dedicated to the Addison Way of Service and this same program will be rolled out to the Athletic Club staff members. The other programs, Mentorship, and Addison 101 Training are scheduled to be completed before the end of the fiscal year.

**Town of Addison - Strategic Initiatives Update 04/23/2013**

<b>Strategic Initiative:</b>	
Infrastructure Improvement & Maintenance	
<b>Staff Liaison:</b>	
Lisa Pyles	
<b>Budget:</b>	N/A
<b>Completion Date:</b>	9/30/2013
<b>Statement of Work:</b>	
<b>Background</b>	For several decades, Addison was in a building phase and in the process of completing large infrastructure process. As the Town progresses, we must take steps to ensure that the infrastructure is properly maintained, and to budget for the eventual replacement at the end of its useful life.
<b>Purpose</b>	The purpose of this strategy is to implement measures to ensure that the Town's public infrastructure is properly maintained.
<b>Measurable Success Indicators</b>	Ability to track and report on maintenance activities electronically, improved planning process for capital projects and operation & maintenance activities, streamlined procurement process.
<b>Deliverables</b>	New Director of Infrastructure Operations & Services; electronic work order system; 5-year plans for CIP and O&M for the Public Works Department; multi-year maintenance contracts, long-term department budgets.
<b>Assumptions</b>	There is acceptable work order software that is feasible for the Town and funding is available; sufficient funds will be dedicated to fund the 5-year plans
<b>Contingency Plans</b>	Explore alternative avenues to track and report on department activity; prioritize projects based on available funding.
<b>Critical Success Factors</b>	There is acceptable work order software that is feasible for the Town; sufficient funds will be dedicated to fund the 5-year plans

**Strategic Initiative:**

## Infrastructure Improvement &amp; Maintenance

<b>Key Tasks</b>	<b>Status/Scheduled Completion</b>	
Hire Director of Infrastructure Operations & Services	Completed	
Implement capital project management process & tracking system	Planned	5/31/2013
Implement electronic work order system	Ongoing	9/30/2013
Develop and begin implementation of 5-year Capital Improvement Program	Ongoing	9/30/2013
Develop and begin implementation of 5-year Operations & Maintenance Program	Ongoing	9/30/2013
Streamline procurement process by implementing multi-year maintenance contracts	Ongoing	9/30/2013

**Status Update**

The Director position has been filled and Lisa Pyles began employment on February 18, 2013. We determined that we did not need to issue an RFP for the electronic work order system but several firms were invited to submit proposals. Staff has selected a firm for further discussions that are on-going at this time.

Staff and our consultant, R.H. Shackelford, are developing the 5-year plans for both CIP and O&M activities that will be implemented in the FY2014 budget process. An RFB was issued in March for the street maintenance contract. Council will consider the approval of the bid and contract on April 23rd. Staff is working on a RFB for major water line maintenance projects that will include emergency work call outs.

**Town of Addison - Strategic Initiatives Update 04/23/2013**

<b>Strategic Initiative:</b>	
Fully integrate the arts as part of Addison's Brand	
<b>Staff Liaison:</b>	
Matt McCombs	
<b>Budget:</b>	\$0
<b>Completion Date:</b>	6/28/2013
<b>Statement of Work:</b>	
<b>Background</b>	The Fiscal Year 2012-2013 Council Strategic Plan identified 19 strategies for Staff to complete in the coming fiscal year. The ninth strategy identified was to "Fully integrate the Arts as part of our brand."
<b>Purpose</b>	During the staff project work sessions, the tactics were clarified to be threefold. The first was to establish a Destination Arts policy which would leverage flexible art spaces, both indoor and outdoor, as a home for artists to display their work. The second was to identify and pull together a capital investment group to head a private fundraising effort to refurbish or replace existing town-owned art facility assets like the Water Tower Theatre. The third and final tactic was to establish a donations policy which would outline the means by which art was evaluated, accepted, and displayed to establish " a sense of place."
<b>Measurable Success Indicators</b>	Most of the measurable indicators would be based on hitting key timeline dates and Council's satisfaction with the result. Art is difficult to quantify.
<b>Deliverables</b>	Destination Arts Policy Public Art Donations Policy
<b>Assumptions</b>	<ul style="list-style-type: none"> <li>• There are existing and available spaces which could be leveraged as "flexible art space."</li> <li>• There is existing and available private sector will to contribute substantial dollars towards the renovation or replacement of art facility assets.</li> <li>• Dannette Robberson, Mark Gooch, and Kate Hudson are available to assist with various aspects of this process from an operational perspective through the term of the project.</li> </ul>
<b>Contingency Plans</b>	<ul style="list-style-type: none"> <li>• If flexible art spaces are not existing or available, it will need to be determined if these spaces need to be created. If so, funding mechanisms and construction methods will also need to be identified and pursuing, thereby lengthening the total time of this project, possibly beyond the fiscal year.</li> <li>• If there is not sufficient private sector will to donate towards art facility renovation or replacement, or the amount to be donated is not sufficient to the cause, alternative funding sources such as grants will need to be explored, possibly lengthening the total time of this project.</li> <li>• Should identified staff not have sufficient time to dedicate to this project, leave, or change roles outside the scope of this project, overall time to delivery and completion will increase, possibly by a significant margin.</li> </ul>

**Strategic Initiative:**

Fully integrate the arts as part of Addison’s Brand

**Statement of Work:**

**Critical Success Factors**

- If a flexible art space is identified and leveraged to create the perception of Addison as a “destination arts community.”
- If a consortium of private sector investors is identified, formed, and leveraged to result in the renovation or replacement of existing arts facility assets.
- If a Donations Policy is adopted which meets the needs of the Town and provides a clear framework by which art pieces are selected and accepted.

**Key Tasks**

**Status/Scheduled Completion**

Key Tasks	Status/Scheduled Completion
Create an Arts Donation Policy	Completed
Leverage use of Flexible Space to establish Addison as an Arts Destination	Planned 6/28/2013
Identify, create, and leverage a capital infrastructure investment group	Planned 6/28/2013

**Status Update**

Arts Donation Policy completed and approved by the City Council. The other two tasks are in the planning stages currently.

**Town of Addison - Strategic Initiatives Update 04/23/2013**

<b>Strategic Initiative:</b>	
Implement Bond Propositions	
<b>Staff Liaison:</b>	
Alison Ream	
<b>Budget:</b>	\$34 million
<b>Completion Date:</b>	TBD
<b>Statement of Work:</b>	
<b>Background</b>	In May 2012, voters authorized \$55 million in bond propositions. In the fall of 2012, the Town issued \$34 million in bonds to fund: Vitruvian Park improvements, undergrounding of utilities and electronic signage on Belt Line Road, parks & pedestrian connectivity, public safety radio replacement, street land acquisition and the infrastructure for a wimax network.
<b>Purpose</b>	The purpose of this strategy is to successfully implement the bond projects funded by Council in the fall of 2012
<b>Measurable Success Indicators</b>	Successful tracking and reporting to executive team regarding the scope, schedule and budget of projects. Projects are implemented on time and within budget.
<b>Deliverables</b>	Design contracts; plans, specifications & bid documents, quarterly progress reports, construction contracts; pay applications, finished project, record drawings, amended master facilities agreement for Vitruvian Park
<b>Assumptions</b>	Team agrees on and remains within project scopes; staff members have capacity to serve as Town's project representative; There are qualified bidders for projects; franchise utilities will be cooperative in all projects involving utility relocation
<b>Contingency Plans</b>	Extend timeline; allocate additional funds; reprioritize work duties to ensure adequate staffing; prioritize project elements to meet funding capabilities
<b>Critical Success Factors</b>	Team agrees on and remains within project scopes; staff members have capacity to serve as Town's project representative; receive qualified bidders for projects; bids come in at or below budget; good weather provides adequate work days; franchise utilities must be cooperative in all projects involving utility relocation

**Strategic Initiative:**

Implement Bond Propositions

**Key Tasks**

**Status/Scheduled Completion**

**1. Belt Line Road**

-define project scope	Completed	
-negotiate design contract	Completed	
-manage design process with consultant	Ongoing	12/31/2013
-review, approve and release plans, specifications & bid documents	Planned	12/31/2013
-award construction contract	Planned	3/31/2013
-manage construction process	Planned	TBD

**2. Pedestrian Connectivity**

-define project scope	Completed	
-negotiate and award design contract	Ongoing	6/30/2014
-determine next steps	Ongoing	6/30/2014

**Status Update**

**Belt Line:** Halff Associates has been selected as the design consultants for Belt Line Rd and has begun work on the design of the project. Design is expected to be complete and construction documents issued by the end of the calendar year 2013.

**Pedestrian Connectivity:** The Town has engaged three Landscape Architecture firms to complete design charettes to generate creative ideas for pedestrian connectivity in several key areas of the Town. Based on the creative product of that process, the Town is currently negotiating contracts to begin the design process on several pedestrian connectivity projects.

**Town of Addison - Strategic Initiatives Update 04/23/2013**

<b>Strategic Initiative:</b>	
Look for Operational Efficiencies without Cutting Services	
<b>Staff Liaison:</b>	
Ron Whitehead	
<b>Budget:</b>	\$0
<b>Completion Date:</b>	9/30/2013
<b>Statement of Work:</b>	
<b>Background</b>	As part of their Strategic Plan, Council established the organizational goal of being mindful stewards of Town resources. This strategy serves to direct the Town staff to find ways to operate as efficiently as possible. Council also recognizes the organization's devotion to customer service known as the Addison Way. Recently, the Town has explored the privatization and sharing of certain services with other municipalities to reduce costs.
<b>Purpose</b>	The purpose of this strategy is to explore ways to find additional efficiencies in Town operations while maintaining the Town's high quality service orientation.
<b>Measurable Success Indicators</b>	Cost reductions, where possible, with quantifiable savings
<b>Deliverables</b>	Analysis of Business Models Corporate Sponsorship Committee Report Establishment of Program to Promote Finding Efficiencies
<b>Assumptions</b>	Willing participants in Privatization and Cost Sharing Opportunities
<b>Contingency Plans</b>	If assumptions or success indicators are not met, this is a fluid process that can be rethought and refined throughout the implementation period.
<b>Critical Success Factors</b>	Willing participants in Privatization and Cost Sharing Opportunities

**Strategic Initiative:**

Look for Operational Efficiencies without Cutting Services

<b>Key Tasks</b>	<b>Status/Scheduled Completion</b>	
Research Best Practices in Other Cities	Ongoing	
Right Size the Organization	Ongoing	7/31/2013
Explore Additional Possibilities for Shared Services	Ongoing	
Analyze our Business Models	Ongoing	5/31/2013
Embrace and Implement Technology	Ongoing	
Utilize Staff in Non-Traditional Roles	Ongoing	
Explore Corporate Sponsorships Through a Committee	Planned	9/30/2013
Implement a Program to Promote Finding Efficiencies and Enhancing Service Delivery	Planned	8/31/2013

**Status Update**

We continually look for best practices in other cities around the country that we can emulate. This process never stops.

Right sizing the organization generally addresses becoming as lean as possible. If that is the measure, we have completed this task. We have basically the same number of employees we had 10 years ago. If the measure is accommodating future development, then that task will be completed October 1, 2013 when the City Council adopts the next budget. I will file that recommendation with Council on July 31, 2013.

We are pleased with our contracted fleet service operations and will be presenting our financial analysis of that shift during the budget process. In the next 45 days, I will bring you a recommendation on the joint dispatch project. We have determined that it can be accomplished, but we need to get the final dollar amounts for each city and to determine what the political will is in each city. We will bring an item to Council in July for your award of bid for the Radio system. This system will serve all four cities, regardless of what we do on the joint dispatch system. We continue to manage our relationships with Farmers Branch and Dallas for library services. This process works well for our citizens, but we have met with Farmers Branch to further enhance the accountability for the billing process. This program is financially very beneficial to the town.

We are totally revamping the business model for Visitor Services and the Conference Center. This process should be completed by October 1, 2013. We are also analyzing the business model for each department and having them define what success looks like for their operations. This will be completed by May 31st, 2013.

We are doing everything we can to embrace technology within our ability to manage change and accommodate cost. Hamid has a detailed schedule of all of our IT projects and when we will complete them.

**Strategic Initiative:**

Look for Operational Efficiencies without Cutting Services

**Status Update**

I had the Assistants to the City Manager and the Assistant City Manager's make a presentation to Council in March that detailed the various ways we are utilizing them in the organization. There is little that is traditional in the way we are using them. I am trying to give them unique and meaningful work experiences and will changing their duties on a regular basis. I am moving Captain Paul Spencer into the City Manager's office on June 1st and he will have a similar exposure to a lot of things we are doing.

We are reevaluating how we pursue corporate sponsorships and Barbara Kovacevich and Chris Terry are pursuing a bid process for the service of soliciting sponsorship for the town. This will be completed by September 30, 2013.

We conducted an analysis of all of the buildings the town owns and discussed possibilities for consolidating functions and selling some structures. We have not made a determination to change anything at this time. The Americans with Disabilities act makes it difficult to modify many of our older buildings without prohibitive expense. We own the buildings outright and they are in good physical shape, so it is difficult to justify building new buildings. We are pursuing hiring a real estate consultant and we will take another look at all of the buildings before the end of 2013 and make recommendations to Council.

**Town of Addison - Strategic Initiatives Update 04/23/2013**

<b>Strategic Initiative:</b>	
Explore new/other revenue sources	
<b>Staff Liaison:</b>	
Eric Cannon	
<b>Budget:</b>	\$0
<b>Completion Date:</b>	9/30/2014
<b>Statement of Work:</b>	
<b>Background</b>	Review and evaluate the Town's existing fee structure. Ensure that the current fees being charged to our customers are sufficient to cover the costs associated with providing the service. Also, research the creation of an underground utility district.
<b>Purpose</b>	Ensure that our operations are funded sufficiently based on the costs associated with providing them, at the acceptable Addison service level. Increase the Town's revenue capability by increasing the utility capacity.
<b>Measurable Success Indicators</b>	Provide assurance to management that our fees are sufficient to cover the associated costs. If not, provide a new structure to accomplish this.
<b>Deliverables</b>	The Town will complete a utility rate study in FY13. We will also provide to management the costs associated for our fee funding services, and based on our findings provide a recommendation for the associated fee. Provide management with a cost-benefit analysis of a utility district for the Town.
<b>Assumptions</b>	The Town will probably need to adjust it's rates and fees. Costs associated with providing the level of service expected by our residents and commercial owners continue to increase, therefore, requiring more resources to complete those tasks.
<b>Contingency Plans</b>	Compare our fees to our neighbor cities, or comparable cities to ensure that we're close to the market.
<b>Critical Success Factors</b>	Cooperation from other departments within the Town. Also, proper staff availability; this process requires a lot of research and cost analysis. The need for additional financial resources.

**Strategic Initiative:**

Explore new/other revenue sources.

Key Tasks	Status/Scheduled Completion	
Finalize Implementation of the Stormwater Management Fee	Completed	
Hotel/Motel Fund Submittal Audit	Completed	
Complete the utility rate study	Ongoing	6/30/2013
Propose an updated fee/rate structure	Planned	9/30/2013
Calculate the cost of fee or rate based services	Planned	3/30/2014
Compare the Town's fee revenues to their corresponding costs	Planned	3/30/2014
Evaluate the feasibility of an underground utility district	Planned	9/30/2014

**Status Update**

The Town has completed the implementation of a stormwater management fee and has begin providing financial updates as of the March 31, 2013 quarterly report. Staff has started a preliminary study of other potential revenue sources and review of current user fees. The Economic Development department is entering the second year of the Business Registration fee. Staff has received the Hotel/Motel audit findings for FY13. Staff has also communicated with our third party vendor (Muniservices) some of our challenges and we're trying to have them tailor their services to better fit our needs or demands. Also, council has approved a contract with J. Stowe and Company to provide the Town with a comprehensive utility rate study. The majority of this information has been provided to J. Stowe and the public works department is working to provide an updated assessment of our current infrastructure.

**Town of Addison - Strategic Initiatives Update 04/23/2013**

<b>Strategic Initiative:</b>	
Enhance sense of community for all stakeholders and expand volunteer opportunities.	
<b>Staff Liaison:</b>	
Dannette Robberson	
<b>Budget:</b>	\$20,000
<b>Completion Date:</b>	9/30/2013
<b>Statement of Work:</b>	
<b>Background</b>	One of the most unique aspects of Addison is the great sense of community among residents. In addition to those who call Addison home, this Council Strategy recognizes that the community also includes those who come to Addison to work and to start and grow their businesses. While the Town provides substantial information regarding events, services, and also sponsors community-centric programming and events, the extent to which the information reaches businesses and residents is unknown.
<b>Purpose</b>	The purpose of this strategy is to provide the residential and business community with the most up-to-date and relevant Addison information to encourage greater participation in the community and to better include stakeholder input in programming.
<b>Measurable Success Indicators</b>	<ul style="list-style-type: none"> <li>1) Online Calendar: 10% return from online calendar citizen satisfaction survey</li> <li>2) Office Building Concierge program: 25% participation among office building occupants; Survey to participants results in positive evaluation of the programming</li> <li>3) 51% approval for zipcode consolidation.</li> </ul>
<b>Deliverables</b>	<ul style="list-style-type: none"> <li>1) Written analysis of Online Calendar effectiveness and recommendations/implementation of changes if needed.</li> <li>2) 2013 Master calendar of Office Building Concierge programs and implementation of a minimum of 10 events.</li> <li>3) Comprehensive list of current Addison children's programming/analysis of programs and recommendations for new programming if current levels are insufficient.</li> <li>4) Business and Residential approval for adoption of the Addison 75001 zipcode for all businesses and residents within Addison municipal boundaries.</li> </ul>
<b>Assumptions</b>	<ul style="list-style-type: none"> <li>1) Funding for all of the projects will be available.</li> <li>2) Staffing and resources from other departments will be available.</li> </ul>
<b>Contingency Plans</b>	Develop alternative methods and/or programs for evaluating and enhancing sense of community for stakeholders.
<b>Critical Success Factors</b>	The funding, staffing resources and stakeholder involvement will be sufficient to carry out the strategy.

### Strategic Initiative:

Enhance sense of community for all stakeholders and expand volunteer opportunities.

Key Tasks	Status/Scheduled Completion
Form a committee for the 60th Anniversary Celebration	Completed
Analyze the Addison Online Calendar to determine if it is fulfilling it's intended purpose.	Late 2/15/2013
Determine whether more Activities for school-age children are needed.	Late 2/22/2013
Create and implement an Addison office building concierge program.	Completed
Create additional volunteer opportunities and recognition event.	Planned 6/28/2013
Zipcode consolidation campaign.	Ongoing 8/30/2013
Create and implement a plan for the 60th Anniversary celebrations	Ongoing 6/14/2014

### Status Update

**60th Anniversary Committee:** Charles Goff is coordinating these efforts. To date, the committee structure has been established and a plan of work has been established. To kick off, a sock-hop, is scheduled for June 15, 2013. A master calendar of events and budget are being finalized.

**Office building concierge program:** Orlando Campos, Economic Development Director and Ben McGill, Economic Development Manager held the first Industry Appreciation Event at the Millennium Tower on March 18th and was very well received by the businesses. The next event will take place at Addison Circle One on April 29th @ 7:30am.

**ZIP Code Consolidation:** Council Member Moore is the Liaison for the project. To date, she has reached out to homeowners groups and businesses to determine support for the consolidation. Staff has conducted research to determine the process for requesting and implementing consolidation including meeting with representatives from the Dallas District USPS. The formal request will be made in July 2013 and final determination is expected by December 2013.

**Activities for school-aged children:** Staff has reviewed the current children's programming offered through the Addison Athletic Center. Additionally, staff has a meeting set with Principal Shay Dash to determine if there are possible partnership opportunities for the Town and the school for children's activity programming. A report with recommendations and analysis will be provided to the City Manager during the budget process.

**Addison online calendar analysis:** There are approximately 600 people registered for the calendar, which is a valuable database for marketing purposes. The database was utilized recently for the recent branding study surveys. Dannette Robberson is in the process of reviewing the analytic data to determine where the traffic to the site is originating and which areas of the site are most relevant. A full report with recommendations will be provided to the City Manager during the budget process.

**Town of Addison - Strategic Initiatives Update 04/23/2013**

<b>Strategic Initiative:</b>	
Develop the Next Great Idea	
<b>Staff Liaison:</b>	
Ron Whitehead	
<b>Budget:</b>	\$3.5 million
<b>Completion Date:</b>	9/30/2013
<b>Statement of Work:</b>	
<b>Background</b>	<p>As part of the Council’s strategic plan, this strategy is to establish a means by which to implement the next great idea for Addison. Through this process, staff will explore and develop ways to enhance the Addison experience for citizens, businesses and visitors by enhancing connectivity throughout the Town. This is an inclusive process which will require input and buy-in from a wide variety of stakeholders.</p> <p>The first idea that has been generated is to enhance pedestrian connectivity throughout the Town.</p>
<b>Purpose</b>	The purpose of this strategy is to increase connectivity throughout the Town and will ultimately enhance the Addison experience for residents, businesses, and visitors.
<b>Measurable Success Indicators</b>	Improved connectivity to and within commercial and residential districts in Addison; connectivity projects delivered on-time and within budget
<b>Deliverables</b>	Conceptual Trail Master Plan; design contracts; plan specifications and bid documents; quarterly progress reports; construction contracts; completed projects
<b>Assumptions</b>	<p>Stakeholder participation and buy-in</p> <p>Adequate funding</p> <p>Project team agrees on and remains within project scopes</p>
<b>Contingency Plans</b>	Project scope and timeline can be adjusted based on the availability of funding and other factors
<b>Critical Success Factors</b>	<p>Stakeholder participation and buy-in</p> <p>Adequate funding</p> <p>Project team agrees on and remains within project scopes</p>

**Strategic Initiative:**

Develop the Next Great Idea

<b>Key Tasks</b>	<b>Status/Scheduled Completion</b>	
Enhance Lighting in Residential Neighborhoods	Planned	10/1/2013
Create a Jogging/Walking Trail Map for Visitors, Distributed Through the Hotels	Ongoing	10/1/2013
Explore Options for East/West Connection on Belt Line across the Dallas North Tollway	Planned	5/31/2014
Design and Begin Construction of a Trail Connecting Redding Trail to Arapaho Trail across Belt Line	Planned	9/30/2014
Retrofit existing intersections to meet updated design standards	Planned	9/30/2014
Address Sidewalks, Landscaping and Lighting to Facilitate Connectivity in North and South Quorum Districts	Ongoing	TBD
Include Pedestrian-Oriented Elements in Belt Line and Midway Construction Projects	Ongoing	TBD

**Status Update**

We have gone through a process with three Landscape Architecture firms to give us some preliminary designs for lighting, landscape and other design features for North and South Quorum, Landmark Drive, Beltway Drive and Proton Drive. We have also looked at Crossing Belt Line with Redding Trail and at residential lighting options. We will bring you contracts for your approval for detailed design work by two of the firms in the next 60 days. We will show you preliminary concepts and begin working toward construction documents and hopefully begin some of the work this summer.

I have visited with all of the major hotels in town and talked about the importance of connectivity and they are very supportive of the effort. We have talked about what the experience is for the visitor when they step out the front door of the property and they have a sensitivity to this also. The pedestrian movement on Belt Line is under a different set of contracts and we are exploring those options as we determine how much right of way we need for the undergrounding of utilities and where we are placing them. We should make that determination in the next 90 days.

I think that we have decided that once we get the trails set we can actually create an App that will achieve our goal of getting people around town. We can have the map and a lot of other information on the App. We can achieve this by October 1, 2013.

Design standards for our intersection to make them more pedestrian friendly is something we are working on, but we are behind on. The difficulty is that one standard will not work at every intersection, but I think we can make progress on a number of intersections by October 1, 2014.

The project for crossing Belt Line and the Tollway will be pursued after the Dallas City Council elections in May.

**Town of Addison - Strategic Initiatives Update 04/23/2013**

<b>Strategic Initiative:</b>	
Formalize Non-Profit Funding Strategy	
<b>Staff Liaison:</b>	
Matt McCombs	
<b>Budget:</b>	\$0
<b>Completion Date:</b>	9/30/2013
<b>Statement of Work:</b>	
<b>Background</b>	In the spring of 2011, Council identified a process by which Addison's citizen capital could be engaged to improve the process of evaluating the effectiveness of various non-profit agencies which Addison contracts with to perform special services. This process crystallized into a board of citizens known as the Community Partners Bureau, a team selected by Council Members Chris DeFrancisco and Margie Gunther. Each member was charged with the task of linking up with a particular committee and then reporting back to Council to give a complete picture of the activities of each non-profit group.
<b>Purpose</b>	Going forward, the non-profit selection process will be under Council's general direction and guidance. However, in a departure from Fiscal Year 2011-2012, staff will play an increased role in the scheduling and coordination of the actual application process. The intent of this change is to streamline the predictability of deadlines, as well as coordinate the receipt and dissemination of application and financial materials.
<b>Measurable Success Indicators</b>	Success indicators are difficult to quantify, as critical success factors are based on qualitative measures. One might be if all non-profit applications are received and processed within the timelines set forth below.
<b>Deliverables</b>	Non-Profit Application Schedule Non-Profit Application Packet Non-Profit Contracts (Developed in FY13, but adopted in FY14)
<b>Assumptions</b>	<ul style="list-style-type: none"> <li>• That the Community Partners Bureau will continue as a functional body.</li> <li>• That the Council Members acting as non-profit liaisons will continue in their roles</li> <li>• That the actual application process will not be substantially different from prior years</li> </ul>
<b>Contingency Plans</b>	<ul style="list-style-type: none"> <li>• If the CPB does not continue, staff will prepare non-profit requests as has been done in prior years.</li> <li>• If Council Members or their roles changes, some additional time should be allotted to bring the new individuals up to speed on the process</li> <li>• If the application process is substantially different, timelines and due dates may change</li> </ul>
<b>Critical Success Factors</b>	<ul style="list-style-type: none"> <li>• If Council feels comfortable with the non-profit selection and evaluation process</li> <li>• If Non-Profit partners are kept advised of processes in a timely and efficient manner</li> </ul>

**Strategic Initiative:**

Formalize Non-Profit Funding Strategy

**Key Tasks****Status/Scheduled Completion**

Draft schedule and materials for non-profit application process with comparison to prior year	Completed	
Engage Council Liaisons (currently Chris DeFrancisco and Margie Gunther) regarding direction and guidance for process	Completed	
Engage Council Liaisons regarding involvement and role of Community Partners Bureau (CPB)	Completed	
Revise application schedule and materials, as needed	Completed	
Engage Council Liaisons and Community Partners Bureau regarding new process	Completed	
Distribute application materials and possible CPB reporting templates	Completed	
Receive applications and CPB reporting templates	Planned	5/17/2013
Meet with CPB to discuss applications/fill out report	Planned	5/17/2013
Collect and compile funding requests and send to Council	Planned	5/24/2013
Receive direction from Council on which non-profits to follow-up with	Planned	6/11/2013
Follow up with non-profits (if any)	Planned	6/25/2013
Receive final direction on funding levels from Council for inclusion into the Fiscal Year 2013 budget	Planned	7/9/2013
Prepare contracts for inclusion in October Council Meeting	Planned	9/30/2013

**Status Update**

Currently on schedule. Applications went out in early April, and will be received by the end of the month.

**Town of Addison - Strategic Initiatives Update 04/23/2013**

<b>Strategic Initiative:</b>			
Sustainability			
<b>Staff Liaison:</b>			
Alison Ream			
<b>Budget:</b>	Varies	<b>Completion Date:</b>	1/31/2014
<b>Statement of Work:</b>			
<b>Background</b>	<p>In order to enhance the Addison brand and to be mindful stewards of the Town's resources, Council included sustainability as a strategy in the FY13 strategic plan. The Town currently engages in a number of sustainable initiatives, but the intent of this strategy is to further incorporate sustainable principles into the Town's offerings and pursue innovative projects and initiatives that establish Addison as a leader in sustainability.</p>		
<b>Purpose</b>	<p>The purpose of this strategy is to further incorporate sustainable principles into the Town's offerings and pursue innovative projects and initiatives that establish Addison as a leader in sustainability</p>		
<b>Measurable Success Indicators</b>	<p>Formal document that details the Town's current sustainability activities and provides a roadmap to future initiatives; completed report on the feasibility of a gray water system in Addison; updated water conservation plan; recommendation regarding a composting pilot program; enhanced recycling program; 5 year Stormwater Management Program submitted to TCEQ</p>		
<b>Deliverables</b>	<p>Sustainability plan; recycling plan for parks/public spaces; structure of a composting pilot program; updated water conservation plan; TCEQ SWMP permit</p>		
<b>Assumptions</b>	<p>Sufficient funding; sufficient staff resources will be assigned to programs; TCEQ will finalize permit requirements in March 2013</p>		
<b>Contingency Plans</b>	<p>Identify modified programming to meet funding levels; extend timeline</p>		
<b>Critical Success Factors</b>	<p>Sufficient funding must be secured; sufficient staff resources will be assigned to programs; TCEQ will finalize permit requirements</p>		

**Strategic Initiative:**

Sustainability

**Key Tasks**

**Status / Scheduled Completion**

Develop enhanced recycling options in parks and public spaces	Planned	5/3/2013
Update water conservation plan	Planned	9/30/2013
Complete Sustainability Plan	Planned	9/30/2013
Develop Multi-Family recycling pilot program	Completed	

**Status Update**

Council has approved the initiation of a multi-family recycling pilot program with Pecan Square Townhomes; staff will submit a budget request to expand that offering to all interested multi-family properties in FY2014. Staff has begun the development of the sustainability plan and exploring options to enhance recycling in public spaces.

**Town of Addison - Strategic Initiatives Update 04/23/2013**

<b>Strategic Initiative:</b>	
Enhance Public Safety	
<b>Staff Liaison:</b>	
Ron Davis	
<b>Budget:</b>	\$0
<b>Completion Date:</b>	9/30/2013
<b>Statement of Work:</b>	
<b>Background</b>	Town staff has been charged with finding additional ways for enhancing public safety beyond routine police and fire department activities.
<b>Purpose</b>	The Purpose of this strategy is to enhance public safety through routine police and fire functions as well as additional programs and initiatives.
<b>Measurable Success Indicators</b>	The implementation and effectiveness of proposed programs
<b>Deliverables</b>	Staff will explore and propose a variety of programs intended to enhance public safety.
<b>Assumptions</b>	Council support Stakeholder participation
<b>Contingency Plans</b>	Staff can reconsider the scope of projects based on the situation
<b>Critical Success Factors</b>	Council support Necessary funding as will be determined Stakeholder participation

**Strategic Initiative:**

Enhance Public Safety

<b>Key Tasks</b>	<b>Status/Scheduled Completion</b>	
Enhancing Public Safety through Public Private Partnerships	Late	3/31/2013
ACAP Program	Completed	
Fire Safety/CPR Classes	Completed	
CASA Radar	Late	8/30/2012
Live Video Monitoring of Public Spaces	Ongoing	
Intersection Design Safety	Planned	10/1/2013
Neighborhood Lighting Plan	Planned	6/30/2014
Provide Better Analytics	Planned	9/30/2013

**Status Update**

Work is progressing on these tasks. Staff has investigated the use of public-private partnerships through the possible creation of the Safer Addison program. This project is currently awaiting further Council direction.

The ACAP program is in place. There are two future challenges, first, increasing participation and second, finding funding to provide the ACAP members with a distinctively marked vehicle. Presently the participants are using a vehicle out of our current fleet. This prevents marking the vehicle with decals that promotes the program. A marked vehicle would help instill a sense of pride and ownership in the program for the ACAP members. Additionally, a marked ACAP vehicle would be the best form of recruitment for the program.

The Fire Department held a fire safety class on December 1st.

The CASA Radar will be installed once they receive a Federal grant which is being processed currently.

Intersection Design Safety and Neighborhood Lighting enhancements will both be addressed through the implementation of the bond propositions.

Staff is also exploring systems that will allow us to better indicate trends in Public Safety.

**Town of Addison - Strategic Initiatives Update 04/23/2013**

<b>Strategic Initiative:</b>	
Town-Owned Real Estate Strategy	
<b>Staff Liaison:</b>	
Matt McCombs	
<b>Budget:</b>	\$0
<b>Completion Date:</b>	9/30/2013
<b>Statement of Work:</b>	
<b>Background</b>	The Fiscal Year 2012-2013 Council Strategic Plan identified 19 strategies for Staff to complete in the coming fiscal year. The 18th strategy identified was to "Create and Implement a strategy for Town Owned Real Estate."
<b>Purpose</b>	The purpose of this project was to deliver a town-owned real estate inventory and map to Council for their review, and then proceed forward with whatever action plan they requested.
<b>Measurable Success Indicators</b>	Uncertain as of now, since project deliverables have not been defined
<b>Deliverables</b>	Town Owned Real Estate Inventory
<b>Assumptions</b>	Uncertain as of now, since project deliverables have not been defined
<b>Contingency Plans</b>	Uncertain as of now, since project deliverables have not been defined
<b>Critical Success Factors</b>	Uncertain as of now, since project deliverables have not been defined

**Strategic Initiative:**

Town-Owned Real Estate Strategy

Key Tasks	Status/Scheduled Completion	
Create Town-Owned Real Estate Inventory	Completed	
Present TORE Inventory to Council	Completed	
Modify Inventory, as needed	Completed	
Receive direction from Council on next steps	Completed	
Draft RFQ for Real Estate Services	Planned	4/26/2013
Publish RFQ for Real Estate Services	Planned	6/14/2013
Select vendor for Real Estate Services	Planned	8/23/2013
Complete contract for Real Estate Services	Planned	8/30/2013

**Status Update**

After presenting the real estate inventory to Council, the feedback was to pursue an RFQ for real estate services. Staff is currently compiling a version of the draft RFQ with assistance from purchasing. RFQ is on track to be released in May, with responses due back in June and interviews scheduled for July.

**Town of Addison - Strategic Initiatives Update 04/23/2013**

<b>Strategic Initiative:</b>	
Identify Opportunities for Improved Governance	
<b>Staff Liaison:</b>	
Chris Terry	
<b>Budget:</b>	N/A
<b>Completion Date:</b>	9/30/2013
<b>Statement of Work:</b>	
<b>Background</b>	The City Council desires to examine our current governance structures and practices on a regular and recurring basis to enhance the actual and perceived quality of governance. In an effort to further the Town's commitment to transparency in government and operating according to the highest of standards, an ongoing analysis and process for identifying best practices in governance is desired.
<b>Purpose</b>	To establish a mechanism of communication and work within the City Council to pursue and complete various initiatives that promote excellence in governance.
<b>Measurable Success Indicators</b>	<ol style="list-style-type: none"> <li>1) Increased awareness by the Council to ethics issues and a means to promote the value of ethics to the municipality</li> <li>2) Liaison's selected for key regional organizations</li> </ol>
<b>Deliverables</b>	<ol style="list-style-type: none"> <li>1) Ethics Guidelines in an organic document</li> <li>2) Formalize liaison process</li> <li>3) Continue City Council Ethics Training</li> <li>4) Improved governance through regular Work Sessions with Judge Dwight</li> <li>5) A successful City Council liaison process where Council members establish representatives in local and regional organizations, etc.</li> <li>6) Work with a third party consultant to develop a structured City Council program on "The Role of Council"</li> </ol>
<b>Assumptions</b>	<ol style="list-style-type: none"> <li>1) City Council is willing to commit to these endeavors</li> </ol>
<b>Contingency Plans</b>	<ol style="list-style-type: none"> <li>1) Continue to offer council training opportunities to enhance group/team effectiveness</li> </ol>
<b>Critical Success Factors</b>	<ol style="list-style-type: none"> <li>1) A systematic process of information sharing between Courts, the City Manager's Office, and City Attorney</li> <li>2) Completion of current third party consultant process to explore issues and impediments to City Council success</li> </ol>

**Strategic Initiative:**

Identify Opportunities for Improved Governance

<b>Key Tasks</b>	<b>Status/Scheduled Completion</b>	
1) Create process for improved dialogue with Municipal Judge	Ongoing	2/22/2013
2) Create ethics guidelines	Completed	
3) Establish and define roles of Council and Staff	Ongoing	6/17/2013
4) Update liaison process	Ongoing	

**Status Update**

1) City Council has concluded a portion of the "Roles of Council" workshop/assessment with Randy Pennington. Over the last 30 days Rick Robinson has been meeting with both Council and staff to define "What Success Looks Like" for each and their respective roles. Clarification and finalization of these roles will be used in the upcoming FY 2013-14 budget process.

2) A second meeting with Mr. Pennington occurred in January 2013 to discuss his findings and recommendations. This process was completed.

3) The Council has revamped their Council liaison process and individual Council Members provide regular updates to the full Council on their activities and progress.

4) Per Council direction, staff can schedule another upcoming Work Session with Judge Dwight for a Court update.

## **Council Agenda Item: #R12**

**AGENDA CAPTION:**

Discussion and consideration of approval authorizing the City Manager to execute a change order with Landmark Structures to remove, transport and store nine wind turbines in an amount not to exceed \$17,500.

**FINANCIAL IMPACT:**

This item will necessitate a budget amendment.

**BACKGROUND:**

The Mayor requested this item be placed on the Work Session and Regular Agenda.

**RECOMMENDATION:**

Administration recommends approval.

**COUNCIL GOALS:**

Mindful Stewardship of Town Resources

**ATTACHMENTS:**

Description:

Type:

No Attachments Available

## Council Agenda Item: #R13

**AGENDA CAPTION:**

Discussion, consideration, and approval of personnel additions to the City Manager's Office and the Addison Conference and Theatre Centre.

**FINANCIAL IMPACT:**

See attachment.

**BACKGROUND:**

See attachment.

**RECOMMENDATION:**

Administration recommends approval.

**COUNCIL GOALS:**

Continue to attract, hire, develop, and retain great employees

**ATTACHMENTS:**

Description:

 [Amendment for Two Positions](#)

Type:

Backup Material

## Budget Amendment – Personnel Changes

April 18<sup>th</sup>, 2013

### For Mark Gooch

- Need Salary information (range, etc.) for this position
  - § **The salary range for this position is \$61,881.30 – \$92,854.58 annually**
- FYI: this position will be paid for 50/50 between Hotel Fund/Visitor Services and CMO/General
  - QUESTION: what is the remaining amount for the rest of the budget year for the salary if we started at the beginning of the pay period?
    - § **The remaining salary amount to be paid for the fiscal year would be \$26,690.56**
  - QUESTION: what is the above amount annualized?
    - § **The annual salary amount would be \$61,881.30**
  - QUESTION: how much will the CMO need to cover that amount above?
    - § **The CMO portion for the remainder of the fiscal year would be \$13,345.28**
  - FOR THE ABOVE QUESTIONS: this is just for salary, it does not include benefits

### For Joseph Tautges

- QUESTION: what is the remaining amount for the rest of the budget year for the salary if we started at the beginning of the next pay period?
  - § **The remaining salary amount to be paid for the fiscal year would be \$13,690.40**
- QUESTION: what is this amount annualized?
  - § **The annual salary amount would be \$31,740.80**
- FOR THE ABOVE QUESTIONS: this is just for salary, it does not include benefits

## **Council Agenda Item: #ES1**

**AGENDA CAPTION:**

Closed (Executive) session of the Addison City Council pursuant to Section 551.074, Texas Government Code, to deliberate the evaluation of the City Manager.

**FINANCIAL IMPACT:**

N/A

**BACKGROUND:**

N/A

**RECOMMENDATION:**

**COUNCIL GOALS:**

Continue to attract, hire, develop, and retain great employees

**ATTACHMENTS:**

Description:

Type:

No Attachments Available

## Council Agenda Item: #R10

**AGENDA CAPTION:**

Discussion and consideration of a Resolution approving compensation for the City Manager.

**FINANCIAL IMPACT:**

N/A

**BACKGROUND:**

N/A

**RECOMMENDATION:**

N/A

**COUNCIL GOALS:**

Continue to attract, hire, develop, and retain great employees

**ATTACHMENTS:**

Description:

 [Draft Resolution](#)

Type:

Backup Material

**TOWN OF ADDISON, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS FIXING THE COMPENSATION FOR THE CITY MANAGER FOR THE PERIOD OF TIME SET FORTH HEREIN; PROVIDING AN EFFECTIVE DATE AND AN EXPIRATION DATE.**

**WHEREAS**, Section 3.02 of the City Charter of the Town of Addison, Texas (the “City”) provides in part that the “City Manager shall receive compensation as fixed by the Council”; and

**WHEREAS**, the City Council desires to fix the compensation of Ron Whitehead, City Manager, as set forth herein.

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

Section 1. The compensation for City Manager Ron Whitehead for the period of time beginning \_\_\_\_\_, 201\_\_ and ending \_\_\_\_\_, 201\_\_, shall be fixed as set forth in Exhibit A attached hereto and incorporated herein for all purposes.

Section 2. This Resolution shall take effect upon its passage and approval.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this the \_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Todd Meier, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

**EXHIBIT A**  
**TO RESOLUTION NO. \_\_\_\_\_**

Compensation for the City Manager for the period of time beginning \_\_\_\_\_,  
201\_\_ and ending \_\_\_\_\_, 201\_\_ is fixed as follows: