



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

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

AND / OR

WORK SESSION OF THE CITY COUNCIL

5:30 PM

January 13, 2015

ADDISON TOWN HALL

5300 BELT LINE RD., DALLAS, TX 75254

5:30PM WORK SESSION

7:30PM REGULAR MEETING

WORK SESSION

WS1 Discussion regarding the City Attorney position, appointment, and appointment process.

WS2 Presentation and discussion of the 2015 Addison Special Events.

Attachments

Presentation 2015 Special Events

WS3 Presentation and discussion regarding the Town's policy regarding the regulation of private signage.

Attachments

Sign Code Presentation

REGULAR MEETING

Pledge of Allegiance

R1 Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

Consent Agenda.

R2a Approval of the Minutes for the December 8, 2014 and December 9, 2014 City Council Meetings and Work Sessions.

RECOMMENDATION:

Administration recommends approval.

Attachments

Minutes 12-08-2014

Minutes 12-09-2014

R2b Approval of a resolution authorizing the City Manager to adopt The Regional Transportation Council Revised Clean Fleet Vehicle Policy.

RECOMMENDATION:

Administration recommends approval.

Attachments

Clean Fleet Policy

R2c Approval of and authorizing the City Manager to take action regarding consent for the creation of a leasehold mortgage in favor of The Ohio National Life Insurance Company (the Bank) for 6200 GP, LLC, the ground tenant at 4550 Jimmy Doolittle Drive, for purposes of securing a loan in the amount of \$1,105,000.

RECOMMENDATION:

Administration recommends approval.

Attachments

Memo Bill Dyer

- R2d Approval of and authorizing the City Manager to execute purchase agreements for a Utility and Sidewalk easement at 3820 Belt Line Road in the amount of \$18,252.15; 3805 Belt Line Road for an amount of \$5,000; and 4101 Belt Line Road for an amount of \$17,780.

RECOMMENDATION:

Administration recommends approval.

- R2e Approval of and authorizing the City Manager to execute an annual renewable mowing contract with VMC Landscape for mowing of parks, green belts, street medians and municipal building grounds totaling \$115,576.

RECOMMENDATION:

Administration recommends approval.

Attachments

Bid Tabulation Form
Reference Checks

- R2f Approval of and authorizing the City Manager to execute an amended agreement with Kanter Financial Forensics, LLC, regarding a review of the Town's financial and accounting practices, that increases the not-to-exceed amount of the agreement from \$49,850 to \$51,850.

RECOMMENDATION:

Administration recommends approval.

Attachments

Kanter Addendum #2

- R2g Approval of and authorizing the City Manager to award a contract to Records Consultant, Inc for the inventory of all rolling stock and tactical weaponry for an amount not to exceed \$12,950.

RECOMMENDATION:

Administration recommends approval. This is a COSO initiative.

Attachments

Bid Tabulation Form

- R2h Approval of and authorizing the City Manager to execute a contract with Dunbar for cash manager safes for an amount not to exceed \$16,451.64.

RECOMMENDATION:

Administration recommends approval. This is a COSO initiative.

Attachments

Cash Manager Safes

Regular Items

- R3 Discussion, consider and take action approving and authorizing the City Manager to execute a contract for services with Shakespeare Dallas for Addison's sponsorship of Shakespeare in the Park in Addison Circle Park in October 2015 and October 2016 in the amount of \$46,500 annually.

RECOMMENDATION:

Administration recommends approval.

Attachments

Shakespeare 2015-2016 Presentation

Shakespeare Contract

R4 Discussion, consider and take action regarding an appointment to the Board of Zoning Adjustment.

R5 Presentation and discussion of the Planning and Zoning Commission Annual Report for 2014 by Planning and Zoning Chairman, Ralph Doherty.

R6 Presentation and discussion regarding the status of zoning changes and development projects approved in 2014.

Attachments

2014 Development Update

R7 Presentation and discussion regarding the Addison zip code project to establish a uniform zip code (75001) throughout Addison.

Attachments

Addison Zip Code Presentation

R8 Presentation and update regarding health insurance enrollments for calendar year 2015 and Fiscal Year 2014/2015 employee compensation adjustments.

Attachments

Open Enrollment Flyer

R9 Presentation and discussion concerning the findings of the Addison Road Pavement study and analysis.

RECOMMENDATION:

Administration recommends alternative 3 pending final costs and funding.

Attachments

Addison Road Rehabilitation Presentation

R10 Presentation and discussion regarding updates on the progress of the Belt Line Utility Relocation and the Addison Water Elevated Storage Tower rehabilitation projects.

- R11 Discussion, consider and take action regarding an ordinance amending Article IV (Hotel Occupancy Tax) of Chapter 74 (Taxation) of the Code of Ordinances by adding new section 74-108 pertaining to certificates and documentation as may be required by the director of finance from a person required to collect the hotel occupancy tax stating and supporting a qualification for an exemption from or non-imposition of the tax.

Attachments

Council Memo
Ordinance

- R12 Discussion and consideration of any action relating to the appointment of the City Secretary.

RECOMMENDATION:

Administration recommends appointment of Chelsea Gonzalez as City Secretary.

Adjourn Meeting

Posted:
Matthew McCombs, January 9, 2015, 5:00pm

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS WITH DISABILITIES.
PLEASE CALL (972) 450-7090 AT LEAST
48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**

Combined Meeting

WS1

Meeting Date: 01/13/2015

Department: City Manager

Council Goals: N/A

AGENDA CAPTION:

Discussion regarding the City Attorney position, appointment, and appointment process.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

Combined Meeting

WS2

Meeting Date: 01/13/2015

Department: Special Events

Council Goals: Maintain and enhance our unique culture of creativity and innovation.

Brand Protection and Enhancement

Fully integrate the Arts as part of our brand

AGENDA CAPTION:

Presentation and discussion of the 2015 Addison Special Events.

FINANCIAL IMPACT:

N/A

BACKGROUND:

The item will be discussed during the staff presentation.

RECOMMENDATION:

Attachments

Presentation 2015 Special Events

Addison Special Event Overview



WHAT IS OUR MISSION?

To produce quality events that attracts tourists and enhances the Town's brand.

OVERVIEW OF ADDISON SPECIAL EVENTS

Addison Special Events consists of producing our four major events throughout the year: Fork & Cork, Addison Kaboom Town!®, Summer Series, and Oktoberfest plus a series of third party events amounting to approximately 150 events annually.

COMMUNITY IMPACT AND WHY WE DO WHAT WE DO?

Addison Special Events Department works to produce a series of quality special events that brings approximately 600,000 visitors to Addison each year, creating community connectivity among our tourists, residents, businesses, and employees.

BUDGET SUMMARY

With a budget of \$2,355,250 Addison Special Events brings thousands of tourists to Addison throughout the year and generates an estimated \$1.4 million in revenue.

NOTE: All numbers and statistics are approximate and subject to change



2015 Budget Overview

2015 SPECIAL EVENTS BUDGET OVERVIEW					
HOTEL FUND DESCRIPTION	EXPENSE	REVENUE*	NET	ATTENDANCE	COST PP
Fork & Cork	\$ 457,116	\$ 280,000	\$ 177,116	10,000	\$18
Addison Kaboom Town	\$ 287,441	\$ 100,000	\$ 187,441	500,000	\$0
Summer Series	\$ 41,250	\$ -	\$ 41,250	12,000	\$3
Addison Oktoberfest	\$ 659,514	\$ 1,000,000	\$ (340,486)	70,000	-\$5
Shakespeare Dallas	\$ 46,500	\$ -	\$ 46,500	3,000	\$16
Wipe Out Kids' Cancer	\$ 13,000	\$ -	\$ 13,000	3,000	\$4
Other Third Party Events	\$ -	\$ 20,000	\$ (20,000)	20,000	-\$1
Personnel/Outside Services	\$ 394,199	\$ -	\$ 394,199	N/A	N/A
Miscellaneous/Special Services	\$ 224,990	\$ -	\$ 224,990	N/A	N/A
Addison Circle Park Maintenance	\$ 231,240	\$ -	\$ 231,240	N/A	N/A
TOTAL HOTEL FUND*	\$ 2,355,250	\$ 1,400,000	\$ 955,250	618,000	\$2

* Projected revenue expected to exceed budget by \$175,000

VITRUVIAN PARK EVENTS	EXPENSE	REVENUE*	NET	ATTENDANCE	COST PP
Summer Events	\$ 83,000	\$ -	\$ 83,000	34,800	\$2
Vitruvian Lights	\$ 102,000	\$ -	\$ 102,000	64,589	\$2
TOTAL VITRUVIAN PARK	\$ 185,000		\$ 185,000	99,389	\$2

2015 Goals and Objectives

Produce a series of quality special events that bring tourists, residents, businesses and employees together in a fun and safe environment.

- Create more connectivity among our community partners through expanded programming and communication throughout the year
- Maintain a quality guest experience and analyze procedures to keep safety a top priority

Develop a strategic plan to expand the culinary aspects of the special events throughout the year.

- Create year-round programming to promote our restaurants and hotels
 - Researching pre/post-dining experience opportunities for Fork & Cork
 - Researching dining passes for Summer Series events
- Create culinary packages at Kaboom Town!®
- Focus on food quality in main tent during Oktoberfest



Retain market share of approximately 600,000 visitors at the existing events by keeping the events fresh with new ideas.

- Working closely with the Economic Development and Tourism team to evaluate and further develop hotel packages
- Looking to entice weekend travelers through multiple day event tickets and extended programming
- Constant analysis and refresh of events to maintain event interest

Generate incremental online ticket and package sales.

- Continue push for pre-purchase sales for all events and continued package development

Sustainability Efforts

- Keeping sustainability a continued initiative in our operations and with all participating vendors

Looking for operational efficiencies without cutting services and generate \$1.5 million in revenue.

- Further develop process for contract and bid management.
 - Created an on-going bid comparison process to assure compliance with bid policies.
 - Create a comprehensive operational bid and contract calendar to manage the 25+ bids & contracts under Special Events management.
 - Continue periodic bidding for services and revenue share opportunities to assure we are getting the best possible products and returns.

- Develop more in depth performance measurements for all Addison produced events as well as third party events to be able to better report on ROI of each event.

- Create Guidelines for Special Guest, Tasty Buck Distribution and Complimentary Admission

The Process

6 MONTH PLANNING PHASE

- Research & Brainstorming
- Managing on average 25-35 bids and contract annually
- Budget Analysis and Management
- Creative Meets Feasibility

3 MONTH EXECUTION PHASE

- Executing Contracts, Orders, and Logistics
- Maintaining Communication and Coordination between all event vendors and partners
- Producing Event and Maintaining Customer & Staff Experience On-site.

3 MONTH RECONCILIATION PHASE

- Receiving and Reconciling all invoices and payments. The quantity of invoices per major event ranges from 50 to 300+.
- Gathering and analyzing all post event data from partners, vendors, and staff to create a full reconciliation of each event.

PARTNERS

MARKETING, PR, & SPONSORSHIPS : Special Events works closely with Belmont Icehouse, Shiroma Southwest, and PPI to handle all of the marketing, collateral, and sponsorship coordination each season.

ADDISON EMPLOYEES : Addison utilizes the majority of its 270+ staff to produce the Special Events each year amounting to approximately 6,000 hours of staff time

VOLUNTEERS : Dedicated volunteers donate an average of 100-400 hours per event. In 2014, Special Events alone accumulated 791 hours of volunteer time between our 3 major events for an estimated value of \$17,402.

VENDORS & ENTERTAINERS : Between our restaurant vendors, arts & crafts participants, operational partners, and entertainers, we are managing between 40 and 100+ vendors and entertainers per event.

Sponsorship

2014 PRESENTING SPONSORS



2014 MEDIA SPONSORS

Times Warner Cable • 103.7 KVIL

98.7 KLUV • KRLD News Radio 1080

105.3 The FAN • Culture Map DALLAS • Guide LIVE Grande 107.5

2014 SUPPORTING SPONSORS

Addison Keller Springs • Allegro Addison Circle • Aspen Creek • Bath Planet • Carrollton Family Chiropractic • Celebrity Cruises Curb • Cutco • Dallas Brew Scene • The Dallas Morning News • Daylight Rangers • Edentree • Fiori • Granite Transformations • Green Mountain Energy • In Your Face Apparel • JNW Marketing Solutions • Pappy's Pet Lodge • Post Addison Circle Apartment Homes • Savoye & Savoye2 • Silverleaf Resorts, Inc. • Sparkling Ice • Wild Bills • Simple Sleep Services • Skinner • Southern Journeys • T Mobile • Uber • Ventana • Vitruvian Park In Addison • Wahl Home Products • Wild Bills • Whole Foods

2014 BEVERAGE SPONSORS

Don Julio • Herradura Tequila • Kruto • Tito's Handmade Vodka • Voga • Pedernales Brewing Company • Chloe • Strongbow • Lakewood • Rahr & Sons • Blue Moon • Leinenkugels • Shiner Bock • Lazy Magnolia • No-Li • Southern Tier Brewing Company • Summit



AFFECTS ON SPONSORSHIP

As we plan each event it is key to our success to remain aware of our sponsors. Event format, attendance, partner choices, operational logistics, and marketing efforts all affect our sponsor opportunities. It is a continuous effort between our marketing partners and our team to create and implement an effective sponsorship plan.

SPONSORSHIP OVERVIEW		
EVENT	2013	2014
Fork & Cork*	\$173,288	\$108,529
Tasty 5K/Summer Series		\$3,700
Kaboom	\$50,000	\$49,500
Oktoberfest	\$142,650	\$149,500
TOTALS	\$365,938	\$311,229

* Taste Addison in 2013

Economic Development & Tourism



Special Events and Economic Development & Tourism work closely throughout the year to develop strategies to incorporate our local hotels and businesses into our events. As recipients of hotel funding we strive to create promotions throughout our events that will both increase business at our hotels and drive tourism to our city.

2015 Economic Development & Tourism Initiatives for Special Events

- Utilize new booking engine, aRes, to better track our consumer market and create a more efficient hotel package process.
- Further develop our hotel packaging through stronger marketing efforts, multiple day event passes, increased package value, and earlier release dates.
- Increase corporate opportunities at events and promotional opportunities.

2014 Hotel Package Overview				
Event	# of Reservations	Room Nights Booked	Room Revenue	Redeemed Packages
Fork & Cork	30	45	\$3,516	22
Kaboom Town	513	567	\$57,981	241
Oktoberfest	421	460	\$38,286	403
TOTAL	964	1,072	\$99,783	666

What exactly does hotel funding mean?

As the recipient of hotel tax funding we are required by law to meet the following requirements with all of our spending:

Part 1: Every expense of hotel tax must directly enhance and **promote tourism** and the convention and hotel industry.

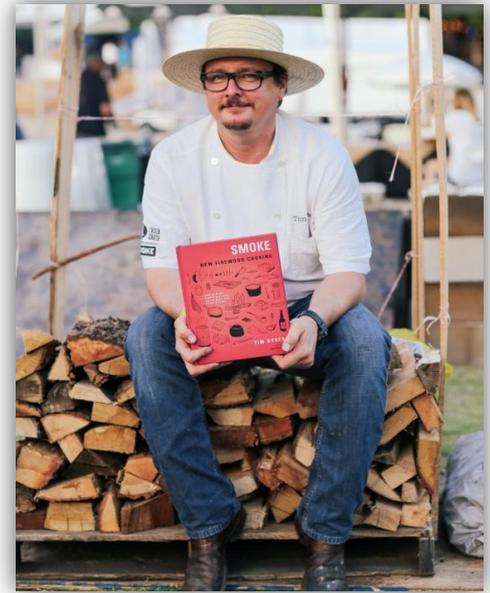
Part 2: Every expense of hotel taxes must fit into one of the following categories:

- Convention & Visitor Centers
- Convention Registration
- Advertising the City**
- Promotion of the Arts**
- Historical Restoration & Preservation
- Sporting Events
- Enhancing Existing Sports Facilities or Fields
- Tourist Transportation
- Signage Directing the Public to Sights & Attractions

ADDISON SPECIAL EVENTS



Fork & Cork
May 15-16, 2015





2014 Fork & Cork Event Overview



MEDIA EVENT AT BECKERT PARK

11 CULINARY SEMINARS, COOKING CLASSES AND TASTING SEMINARS

11 BANDS/MUSICIANS INCLUDING HEADLINER PAT GREEN

CELEBRITY CHEF MARCUS SAMUELSSON

TASTINGS FROM 39 SPECIALTY FOOD AND BEVERAGE COMPANIES INCLUDING GRAND TASTING AREA

FORK & CORK PORK CHALLENGE

28 RESTAURANT BOOTHS

ARTIST DEMONSTRATIONS

LIVE FIRE PIT

VIP EXPERIENCE

HISTORY

Fork & Cork was introduced for its inaugural event in 2014 with an initiative to focus on Addison's unique and progressive culinary roots and continue forward with Addison's long-held commitment to creating innovative and quality events. ?

ATTENDANCE

Fork & Cork brought thousands of epicureans from all over North Texas to the heart of Addison for a relaxing weekend of great food, unique interactive experiences, delicious tastings and music from some of the areas best bands. Total attendance to the event was 4,657.

BUDGET

Approved in late October of 2013, Fork & Cork was re-branded and developed within a 28 week period adjusting the approved Taste modeled budget as needed. The 2014 Fork & Cork expenses totaled \$606,000 with revenues totaling \$222,180.

COMMUNITY IMPACT

An important component of Fork & Cork was the ability to help support and bring awareness to a great non-profit that has a growing impact in the culinary world. The first annual Fork & Cork in 2014 raised \$2,520 for local non-profit, Café Momentum to use towards their mission of helping at-risk youth learn critical skills in a safe, real-world environment of nurturing accountability.



Fork & Cork

May 15-16, 2015



KEY INITIATIVES

SIMPLIFY THE GUEST EXPERIENCE WHILE STAYING TRUE TO CREATING AND EXPERIENTIAL CULINARY EVENT

FOCUS ON CULINARY COMMUNITY AND RESTAURANT INVOLVEMENT

EXPAND SEMINAR AND DEMONSTRATION OPPORTUNITIES

INNOVATIVE AND CREATIVE

PROMOTE TOURISM

SUSTAINABLE REVENUE MODEL

FARM TO TABLE ELEMENT

OVERVIEW

Fork & Cork is a casual yet sophisticated event for people who enjoy food as entertainment. It spotlights the culinary diversity found among Addison's chef-driven establishments and introduces guests to a new way of thinking about food in Addison. Designed for the epicurious, this event brings together celebrated chefs, specialty food vendors, live music, craft breweries, wineries and spirit-makers. Additional entertainment includes local artists performing live demonstrations for the attendees to enjoy.

ATTENDANCE

We expect to increase attendance through great experiences, event awareness, lower Saturday general admission ticket prices and a two day ticket offering. We estimate 8,000-10,000 attendees for an increase of roughly 50%.

BUDGET

With a current budget of \$457,116, the goal is to increase revenue and move closer to breaking even on our expenses by increasing the value of our guest experience and creating a more accessible event to encourage interest and attendance.

2015 FORK & CORK BUDGET OVERVIEW	
OVERTIME - FORK & CORK	\$55,000
TMRS - FORK & CORK	\$6,875
OTHER - FORK & CORK	\$395,241
TOTAL FORK & CORK BUDGET	\$457,116.00
ESTIMATED FORK & CORK REVENUE*	\$280,000
ESTIMATED FORK & CORK NET*	\$177,116

**Actual revenues projected to exceed the budgeted amounts*

COMMUNITY IMPACT

Bringing awareness and creating on-going promotions to support our local restaurants and businesses while showcasing the North Texas area as a culinary destination to increase weekend tourism and bring out of town visitors to Addison. Our efforts with Fork & Cork will also focus on developing relationships with notable and innovative chefs for future development opportunities.



Ticket Options

EPICURIUS TICKET \$65

Friday, May 15, 2015

6 p.m. – 11 p.m.

Ages 21+

The **EPICURIUS** experience in an intimate evening of all inclusive food & beverage pairings brought to you by our featured restaurants and enjoying a full line-up of local entertainment, chef demonstrations, and a Fork & Cork Mixology Challenge!

Didn't get quite enough...

Our Epicurious Ticket will also include the Taste Ticket for general admission on Saturday to encourage higher attendance and promote weekend tourism.

- 10 unique restaurants/dinning options with Chef suggested pairings Included
- Full size beverages available for purchase
- Live music
- Addison Draft House Beer Garden
- Wine Garden
- Live Fire Pit with featured area chef
- Arts Stroll with live artist demonstrations
- Tasting & Seminars throughout the evening
- Interactive Fork & Cork Mixology Challenge
- The Epicurious Ticket includes the Taste Ticket for general admission to Saturday's event

ESTIMATED ATTENDANCE: 700-1,000



TASTE TICKET \$15

Saturday, May 16, 2015

12 noon – 11 p.m.

TASTE a bit of everything with this a la carte ticket option. The TASTE Ticket allows guests to create their own menu of food, arts, and entertainment experience with a pay as you go format and a variety of add-on options to top it off!

This ticket option is open to all guest though programming will remain focused toward a 21+ audience.

TASTE TICKET DETAILS

- Lower \$15 ticket price more accessible to the general population
- Extended hours to create consistency with other events and time for guests to enjoy the event to its fullest
- Increased Tasting & Seminar Tents, offering more opportunities for guests to learn from area chefs and mixologists
- 20 unique dinning options with both chef suggested pairings and a la carte options available for purchase
- Full size beverages available for purchase
- Live music throughout the day
- Addison Draft House Beer Garden
- Wine Garden
- Live Fire Pit with featured area chef
- Fork & Cork Cooking Challenge among participating chefs
- Arts Stroll with live artists demonstrations

ADD ON OPTIONS:

POP-UP DINNER EXPERIENCE \$75 **Limited availability*

Enjoy a multi-course dining experience at the center of Addison Circle Park

HANDS-ON GRILLING EXPERIENCE \$35 **Limited availability*

Local chefs team up to bring you your very own backyard grilling lesson

ESTIMATED ATTENDANCE: 7,500-10,000

INDULGENCE EXPERIENCE \$100

Saturday, May 16, 2015

12 noon – 11 p.m.

INDULGE in the full experience of Fork & Cork Saturday with a day of VIP treatment.

INDULGENCE EXPERIENCE

- Includes all experiences included in Taste Ticket **plus:**
- All-inclusive food and beverage pairing samples from each our participating restaurants
- Scheduled Hands-on Grilling Experience
- Early admission to any seminar tents (upon availability)
- Signed cookbook from our featured chef
- Fork & Cork Swag Bag including a commemorative Fork & Cork wine glass

ESTIMATED ATTENDANCE: 300



Proposed Restaurants & Chefs



OVERVIEW OF RESTAURANTS & CHEFS

- Focus on local, innovative and up and coming chefs to highlight our culinary community and discover cross-promotional opportunities to extend event.
- No charge for restaurants to participate, in lieu of a 25% commission paid to Addison on all food and beverage sales.
- Researching restaurants still in the incubation phase such as some of those located in the Trinity Groves development as well as Farm To Table and CSA partnership opportunities.

Addison Restaurants:

All Addison restaurants will be invited and encouraged to participate with a focus on new restaurants such as: Neighborhood Services, Yard House, and Ramen Hakata along with Addison's long time participants such as: Chamberlain's, Cantina Laredo, and Blue Goose.

Guest Restaurants:

Fork & Cork is intended to bring awareness to our culinary community including some of our neighboring chefs and restaurants. As we pursue different chefs/restaurants we are looking for those who are unique, recognizable and notable as innovative leaders in the restaurant business.

Guest & Featured Chef Ideas:

Tim Byers – *Smoke, Chicken Scratch, and American Outpost Tavern*

2014 Fork & Cork Fire Pit; 2014 James Beard Winner for SMOKE

Kent Rathbun – *Abacus*

2014 Fork & Cork Demo Chef; DMN- Opening new Burgers & BBQ restaurant in spring 2015

John Tesar – *Knife*

Sidedish; Texas Monthly; Eater; Opening new restaurant in 2015 – Fork

Matt McAllister – *FT33*

Texas Monthly; James Beard Semifinalist; DMN 2014 Best Dallas Chefs

Oliver Sitrin – *Blind Butcher*

Sidedish, Observer

Stephen Rogers – *Gemma*

Sidedish

Paul Qui – *Qui*

Food & Wine, Austin Eater

Seminar & Tasting Tents

THE SEMINAR & TASTING TENTS provide guests the opportunity to learn from top tier culinary & mixologist experts while tasting what makes their fine fair unique.

- Increase seminar & tasting tents to allow for more opportunities for restaurant and sponsor exposure while giving guests a wider array of choices to customize their experience
- Kitchen demonstrations hosted in an intimate seminar tent to allow for an up close experience for our guests
- Indulgence ticket purchaser allowed early admission* into any of our seminar tents to create a better VIP experience
**upon availability*
- Focus on the stories behind our chefs and beverage experts through a panel experience.



THEMED TENTS:

KITCHEN
DEMONSTRATIONS

PAIRING SEMINARS

BEVERAGE TASTINGS





Entertainment, Activities, and Promotions

THE MARKETPLACE

Specialty food vendors, local restaurants, craft breweries, and local wines for guests to explore will be housed in an **open-area format**. Liquor will be moved to the seminar & tasting tents to allow easier access to The Marketplace and products will all be available for sale and sample.



MUSIC

All music will be featured on the Bowl Stage to create a more intimate experience for our guests. Eliminating the Main Stage will allow room for more intimate seminar & tasting opportunities and the addition of our pop-up dinner. Friday night will feature more local entertainment similar to our Bowl Stage entertainment from 2014 such as: Bravo, Max, Prophets and Outlaws, and Whiskey Folk Ramblers. Saturday we are looking for a more regional headliner with a cross generational sound that will appeal to our wide spectrum of residents and visitors such as Sarah Jaffe or Shakey Graves.

ARTS STROLL

Looking to explore the process behind the craft, an **Arts Stroll** will offer an interactive experience with live artist demonstrations set-up throughout the event.

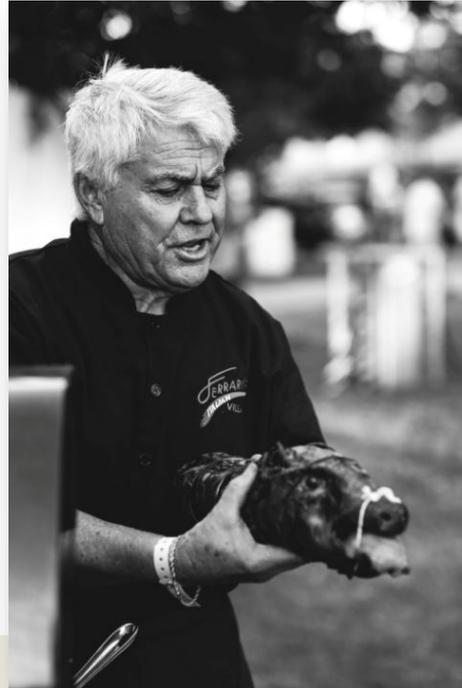




Entertainment, Activities, and Promotions

LIVE FIRE PIT

An interactive experience for guests to have the opportunity to learn master live fire cooking techniques and interact with the chef. After excellent customer feedback, we are working to bring this aspect to life once again in our 2015 event.



FORK & CORK CHALLENGES

A guest cocktail challenge Friday evening hosted by a featured mixologist along with a themed cooking challenge between participating chefs with guest voting opportunities.

HANDS-ON GRILLING DEMO
Featured chefs team up to bring guests a grilling demonstration and hands-on lesson. Number of grills decreased to 100 at a time with **increased grilling times** to create a more interactive experience for guests. All Indulgence ticket holders will have prescheduled reservations.

\$75 ticket *(included in indulgence package)*





Restaurant Participation and Promotions



RESTAURANT PARTICIPATIONS & PROMOTIONS

Exploring ideas for restaurant participation and promotions throughout the year...

FORK & CORK POP-UP DINING EXPERIENCE \$75

Multi-course dining experience modeled after 2014 Fork & Cork Media Dinner.

PRE-EVENT FORK & CORK MENUS

Offer pre-event menus at participating restaurants to promote local chefs and upcoming event.

CHEF OPEN TABLE AFTER PARTY

Create a chef/restaurant after party event with an organization such as Open Table.

POP-UP DINING FOR SUMMER SERIES

Coordinate with Addison Circle Restaurants to offer special dining options for Summer Series guests.





SPECIAL EVENTS



Projected Budget Overview

FORK & CORK EXPENSES		
Account Name	FY 2014 ACTUALS	FY 2015 5 BUDGET
OVERTIME - FORK & CORK	\$60,000	\$55,000
TMRS - FORK & CORK	\$7,500	\$6,875
OTHER - FORK & CORK	\$538,500	\$395,241
TOTAL FORK & CORK BUDGET	\$606,000	\$457,116

FORK & CORK REVENUE						
FORK & CORK	FY 2014			FY 2015		
	#	\$	TOTAL	#	\$	TOTAL
Tickets Sales Friday	471	\$65	\$30,615	700	\$65	\$91,000
Ticket Sales Saturday	1510	\$35	\$52,850	7,500	\$15	\$112,500
VIP	290	\$100	\$29,000	300	\$100	\$30,000
Gilt City			\$2,280			
Groupon			\$12,473			
Food & Beverage 25% Commission*				7,500	\$3*	\$22,500
Hands On Grilling Demo for GA Guest**				100	\$35	\$3,500
Pop-Up Dinning Experience**				75	\$75	\$5,625
Sponsorship (less commission)			\$94,963			\$113,750
F&C TOTAL REVENUE			\$222,180			\$378,875

* We estimate each Saturday guest to spend an average of \$15, with Addison receiving a 25% commission. Friday and VIP tickets are not included due to the all-inclusive samples included in these tickets.

** New to 2015 event

F&C EXPENSES			\$606,000			\$457,116
F&C NET			(\$383,820)			(\$78,241)

NOTE: These are projected calculations based on updated programming with revenue projections to exceed minimum revenue targets listed in budget overview.

Summer Series

Saturdays June - August



**KEY INITIATIVES
TRANSFORM ENTERTAINMENT
OFFERINGS WITH GENERAL
BRANDING**

PROMOTE TOURISM

**INCREASE CULINARY
OFFERINGS**

**ADDISON BRANDED
MERCHANDISE**

Summer Series

Saturdays 8p.m. June – August

June 6th, 13th, 20th, and 27th

July 11th, 18th, and 25th

August 1st, 8th, 15th, 22nd, and 29th

HISTORY & OVERVIEW

Summer Series began in 2003 as free event to keep Addison active throughout the summer. The events have developed into a variety of formats over the years with our most recent transition occurring with our Summer Salsa out-growing Beckert park and moved to Vitruvian. With that move, came the re-introduction of Cinema in the Circle in 2014.

ATTENDANCE

Summer Series events bring in an estimated 12,000 attendees each year to Addison, consisting primarily of local residents and tourists.

BUDGET

2015 SUMMER SERIES BUDGET OVERVIEW	
OVERTIME - SUMMER SERIES	\$10,000
TMRS - SUMMER SERIES	\$1,250
OTHER - SUMMER SERIES	\$30,000
TOTAL SUMMER SERIES BUDGET	\$41,250
ESTIMATED SUMMER SERIES REVENUE	-
ESTIMATED SUMMER SERIES NET	\$41,250

COMMUNITY IMPACT GOALS

Concerts and movies bring people to the Addison Circle area increasing awareness of our local community, increasing sales at surrounding restaurants and businesses, and keeping our event momentum active throughout the summer.

A LOOK INTO 2015

Our main initiatives for 2015 include increased community involvement through dining tickets to surrounding restaurants, exploring sponsorship activation opportunities, and planning for future expansion of programming within more generic brand of Summer Series.

Addison Kaboom Town!®

July 3, 2015



KEY INITIATIVES

CELEBRATING 30TH ANNIVERSARY!

BALANCING ATTENDANCE AT
ADDISON CIRCLE PARK AND
OTHER LOCATIONS HOSTING
PRIVATE WATCHING PARTIES

OFFERING A VIP EXPERIENCE

PROMOTE TOURISM

HISTORY & OVERVIEW

Addison Kaboom Town!® began in 1986 as a family-oriented event featuring a fireworks display, local musical entertainment, and family style picnic games and will enter 2015 as a national leader in Independence Day events for its 30th Anniversary! Held every July 3rd, this event has grown to include a nationally acclaimed 25-minute fireworks show, an Addison Airport Air Show, and a successful annual fundraising effort for our nations military.

ATTENDANCE

Addison Kaboom Town brings an average of 500,000 people to Addison each year for its one of a kind fireworks show.

BUDGET

2015 ADDISON KABOOM TOWN!® BUDGET OVERVIEW		
OVERTIME - ADDISON KABOOM TOWN!®	\$	60,000
TMRS - ADDISON KABOOM TOWN!®	\$	5,000
OTHER - ADDISON KABOOM TOWN!®	\$	222,441
ADDISON KABOOM TOWN!® BUDGET	\$	287,441
ADDISON KABOOM TOWN!® ESTIMATED REVENUE	\$	100,000
ADDISON KABOOM TOWN!® ESTIMATED NET	\$	187,441

COMMUNITY IMPACT

As one of Addison's signature events, Addison Kaboom Town!® creates a cross-generational event rooted in tradition to promote Addison and it's local hotels, restaurants, and businesses. Bringing such a huge crowd to Addison's 4.3 square miles, Addison Kaboom Town!® has an estimated economic impact of \$12.8 million dollars. We are also proud to partner each year with a non-profit in building fundraising efforts for our nations military into our programming. The 2014 Silver for Service campaign benefitted the USO Dallas/Fort Worth.

2015 Addison Kaboom Town!®



WATCH PARTY AT ADDISON CIRCLE PARK

Friday, July 3rd

5:00 pm – Midnight, gates open at 4:00 pm

FREE General Admission

\$15 Premier Viewing Area Admission

GENERAL ADMISSION

- Park to be gated but with no ticket requirements for general admission
- Park to be closed if/when we reach attendance capacity
- No coolers allowed to speed up admissions process, eliminate safety risk, and promote sales at event vendors
- Move current TOA holiday to Monday, July 6th from the current listed holiday of Friday, July 3rd



CELEBRATING 30TH ANNIVERSARY OF ADDISON KABOOM TOWN!®

- 30th Anniversary VIP Experience - Introducing a VIP experience for \$15 in the Ellipse of Addison Circle Park providing a premier viewing area, exclusive commemorative swag, area concessions, and prime seating for all musical entertainment.
- Commemorative merchandise including specialized merchandise only available to VIP and Special Guest Ticket Holders.
- After party featuring Emerald City guaranteed for all VIP ticket holders and open upon availability to general admission guests
- Customized Fireworks and Sky Writer to promote 30th Anniversary!
- Music options to commemorate the 1st annual Addison Kaboom Town!®



OTHER CONSIDERATIONS

- Establish messaging early to create clear expectations for patrons of admission policies and event procedures
- Push messaging for no coolers, umbrellas, and pop-up tents
- Find balance in messaging for Addison Circle Watch Party and other watching opportunities
- Looking into refining Special Guest area
- Researching military organizations to incorporate as a philanthropic aspect of our event. We have partnered with USO for several years and are exploring new options for our 30th anniversary, such as Wounded Warriors



Addison Oktoberfest



KEY INITIATIVES

BRANDING RE-FRESH

INCREASE CULINARY OFFERINGS

**MAINTAIN SAFETY OF EVENT AND
QUALITY EXPERIENCE FOR
GUESTS**

**PUSH ADVANCED SALES AND
FURTHER DEVELOP
PRE-PURCHASED PACKAGES**

PROMOTE TOURISM

HISTORY AND OVERVIEW

Addison Oktoberfest is entering its 28th year and has become known as one of the most authentic Oktoberfest events outside of Munich. It is a festive experience that connects our community in a relaxed and friendly atmosphere.

ATTENDANCE

Bringing out everyone from the local residents to the traveling Oktoberfest enthusiasts, the estimated attendance is 60,000-75,000 people, making Addison Oktoberfest by far, our largest event.

BUDGET

ADDISON OKTOBERFEST BUDGET OVERVIEW	
OVERTIME - OKTOBERFEST	\$122,000
TMRS - OKTOBERFEST	\$15,000
OTHER - OKTOBERFEST	\$522,514
TOTAL ADDISON OKTOBERFEST BUDGET	\$659,514
ESTIMATED ADDISON OKTOBERFEST REVENUE	\$1,000,000
ESTIMATED ADDISON OKTOBERFEST NET	(\$340,486)

COMMUNITY IMPACT

As one of Addison's largest and most profitable events, Addison Oktoberfest is a natural tourism generator bringing an enthusiastic crowd from across the country to enjoy this authentic German experience. Two of Addison's full-service hotels benefit the most from the event by generating over \$1,000,000 in non-traditional sales revenue as well as through a staff and community team-building exercise.



2015 Addison Oktoberfest



PROMOTIONAL OPPORTUNITIES

- Develop retail activations with sponsors
- Explore Hispanic market
- Program for increased corporate initiatives
- Expand Thursday and Sunday traffic with possible weekend pass and other promotions
- Explore social media to expand market reach
- Consider Paulaner non-alcoholic beer offering



REVIEWING BRAU HAUS MODEL

Looking to review the revenue model of this popular Oktoberfest attraction to create a more sustainable event.

Brau House Budget Overview		
	2013	2014
Seats Sold	821	892
Addison's Total Expenses	\$ 9,017	\$ 6,791
Total Revenue	\$ 39,577	\$ 44,302
Chamberlain's Percentage 85%	\$ 33,640	\$ 44,982
Addison's Percentage 15%	\$ 5,937	\$ 6,645
Addison's Net	\$ (3,080)	\$ (146)



KEY INITIATIVES

CREATE PERFORMANCE MEASUREMENTS FOR ALL THIRD PARTY EVENTS

2015 Third Party Events

Hotcake Hustle
Walk MS

Susan G. Koman 3-Day
Oktoberfest 5K and One Mile Run
MK5K

Shakespeare Dallas
Addison Circle Howlfest
Light the Night (*pending contract*)
Dream Fund Chili Cook Off
Addison Circle Tree Lighting

Third Party Events

OVERVIEW

The Addison Special Events department handles Addison Circle Park rentals and permitting for Third Party Events of 1,500+ attendees, in which the third party event organizers partner with Addison to rent space and self produce an event benefitting them or their partner organization. In 2014 Addison welcomed its newest third party event – Light the Night Walk benefiting the Leukemia and Lymphoma Society with great success. With run interest increasing, we are looking to develop a run policy.

ATTENDANCE

Addison currently hosts an average of 10 third party events annually for an estimated attendance of 20,000 people.

BUDGET

2015 THIRD PARTY EVENTS BUDGET OVERVIEW	
SHAKESPEARE DALLAS	\$46,500
WIPE OUT KIDS' CANCER	\$13,000
OTHER THIRD PARTY EVENTS	-
TOTAL THIRD PARTY EVENTS BUDGET	\$59,500
ESTIMATED THIRD PARTY EVENTS REVENUE	\$20,000
ESTIMATED THIRD PARTY EVENTS NET	\$39,500

COMMUNITY IMPACT

Our Third Party Events create valuable relationships and bring community awareness to Addison and the many partnering organizations and causes. Through the use of our Beltline banner, social media efforts, and most importantly, cross event promotions, these Third Party Events help keep Addison top of mind throughout the year as an event destination.



KEY INITIATIVES

CONTINUING PARTNERSHIP AND CROSS-PROMOTION OF EVENTS TO CREATE BETTER MARKETING VALUE FOR BOTH PARTNERS



Vitruvian Park Events

OVERVIEW

Completed in October 2011, Addison and UDR promote Vitruvian Park as an active urban space by hosting a series of events and activities throughout the year. Programming has evolved to an estimated 550 activities event events hosted at Vitruvian Park throughout the year including a variety of Sports Leagues, Vitruvian Nights Live, Vitruvian Salsa Festival, and Vitruvian Lights, plus other third party events.

ATTENDANCE

With a variety of events from fundraisers to concerts the Third Party & Vitruvian Park Events bring out an estimated 99,389 people each year.

BUDGET

Addison sponsors the Vitruvian Park Events with an \$185,000 contribution annually out of the General Fund.

2015 VITRUVIAN PARK EVENTS BUDGET OVERVIEW	
SUMMER EVENTS	\$83,000
VITRUVIAN LIGHTS	\$102,000
TOTAL VITRUVIAN PARK EVENTS BUDGET	\$185,000
ESTIMATED VITRUVIAN PARK EVENTS REVENUE	-
ESTIMATED VITRUVIAN PARK EVENTS NET	\$185,000

COMMUNITY IMPACT

By partnering with all of the events happening within our borders, we can change the viewpoints of many visitors and begin to create Addison Guests; who will come back to Addison's events, expansive dining options, and growing retail to experience Addison as a destination in itself.

Combined Meeting

WS3

Meeting Date: 01/13/2015

Department: Infrastructure- Development Services

Council Goals: N/A

Create and implement a Comprehensive Land Use/Revitalization Plan

Brand Protection and Enhancement

AGENDA CAPTION:

Presentation and discussion regarding the Town's policy regarding the regulation of private signage.

FINANCIAL IMPACT:

N/A

BACKGROUND:

The item will be discussed during the staff presentation.

RECOMMENDATION:

Attachments

Sign Code Presentation



Signage Discussion



Agenda

- Sign Code Overview
 - For Lease/Real Estate Signage
- Special Signage Districts
- Terms or Graphic Depictions of Alcohol in Exterior Signage



Sign Code Overview

- Code of Ordinances Chapter 62
- Enforced by the Building Official
- Regulated signs require a permit prior to installation
 - \$75.00 fee
- Must be installed by a contractor licensed by the Town



Signs Allowed without Permits

- Government Signs
- Holiday Decorations
- Air Traffic Signs
- Gasoline Signs
- Words on Machinery or Equipment
- Protective Signs
- Single Family/Duplex Residential Premises Signs
- Certain Vehicular Signs
- Window Signs
- Special Event Signs
- Political Signs



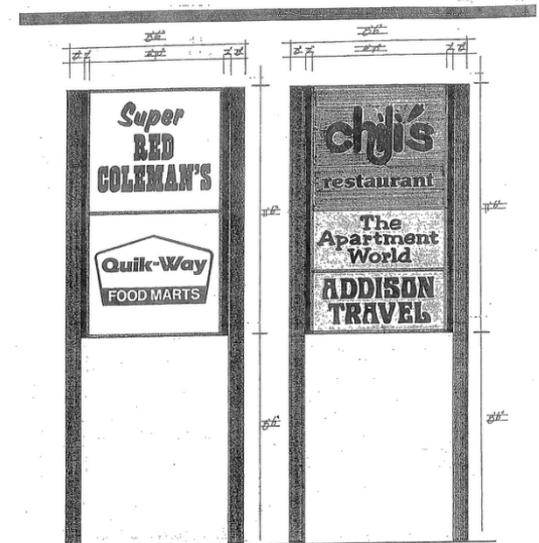
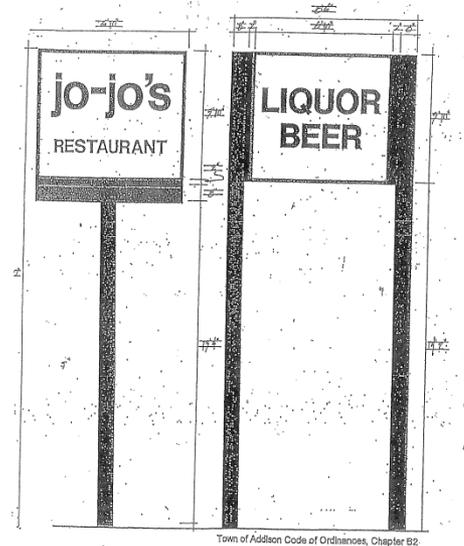
Attached Signs

- Signs on buildings
- Regulates the number of signs, the area of the sign and the height of the logo/letters.
- One sign unless building is over three stories, then two.
- Area is determined by size of the building
- Letter height determined based on the horizontal distance from the street or the vertical distance above grade.
 - Some letters can be up to 25 percent taller than the maximum, to allow for capital letters and letters with necks and tails.



Detached Signs

- Monument and Pole Signs
- Regulates the number, setback, size and design specifications
- Until 2010 Sign Code revision, pole signs were the prominent sign type.
- Code amended to allow for multi-tenant monument signs.





Other Signs

- Real Estate/Leasing Signs
 - Allow up to 4 per lot
 - Spacing Requirement
 - Size and material requirements
 - Directional signs allowed on weekends
- Construction Signs
- Banner Signs
 - Prohibited
 - 60 day new business exception



Prohibited Signs

- Outline and skeleton lighting
- Animation
- Advertising by balloon
- Hazardous or nuisance signs
- Imitation of emergency signs and signals
- Searchlights
- Signs in the right of way
- Signs on trees, poles
- Portable Signs
- Roof Signs
- Sign on fences or walls
- Moving Signs
- Luminescent gaseous tubing
- Interchangeable copy
- Obscene, indecent and immoral matters



Exceptions to Code Standards

- Meritorious Exception
- Special Districts



Special Sign Districts

- **Addison Town Center**
 - Alternative sign size and lettering scale



Special Sign Districts

- **Village on the Parkway**

- Number, design, and location of pylon signs and monument signs
- Design, location, and size of grocer, health club, and theatre tenant signs
- Wall signs, flag signs, and signs on awnings
- Additional secondary business identification signs
- Pole mounted banners and kiosk signs

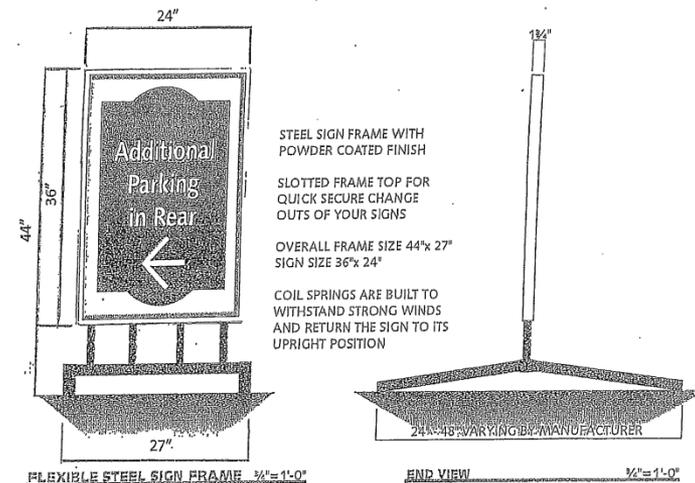




Special Sign Districts

- **Addison Circle**

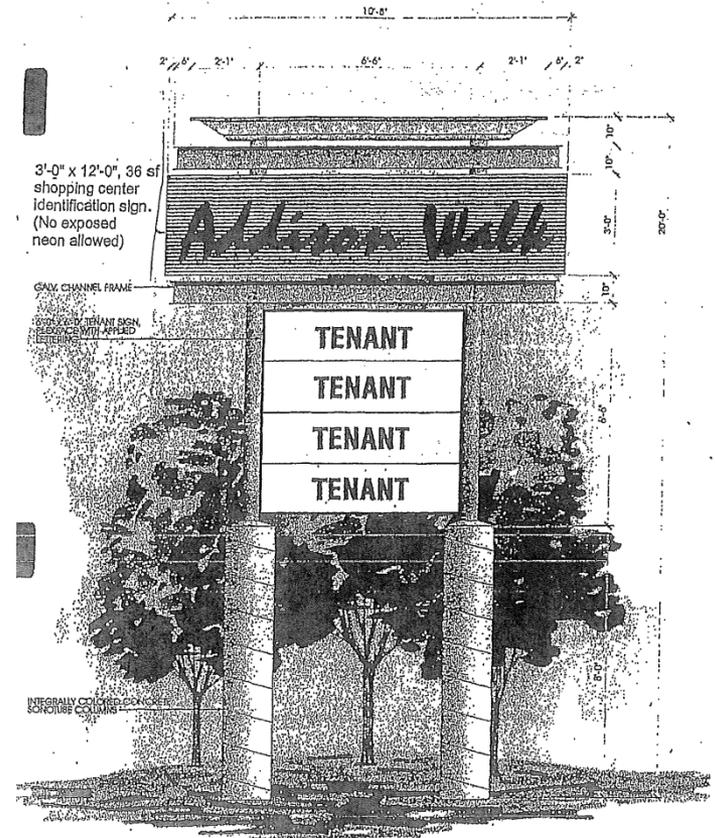
- Signs may project above the roof line, be placed perpendicular to the building, or placed on poles in the right of way under certain conditions
- Unpermitted portable signs
 - One per tenant
 - Located immediately in front of business
 - Provide ADA clearances
 - Constructed to Town design requirements





Special Sign Districts

- **Addison Walk Shopping Center**
 - Allowance for blade signs and two multitenant pole signs constructed in accordance with submitted plans.



Addison Walk
Proposed Pylon Sign

12-08



Special Sign Districts

- **Inwood Quorum Village**
 - Alternative lettering scale to allow 24 and 30 inch letters



Special Sign Districts

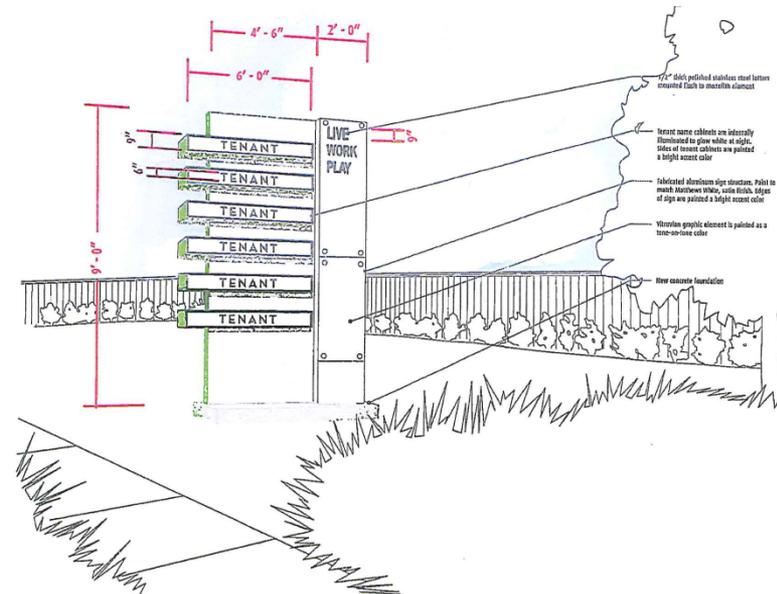
- **Dallas Parkway**
 - For all properties with signs that abut the Tollway
 - Allowance for larger monument signs and real estate/leasing signs
 - Larger setback requirement



Special Sign Districts

- **Vitruvian Park**

- Additional tenant identification signage
- Wall signs, flag signs, and signs on awnings
- Additional secondary business identification signs
- Pole mounted banners and kiosk signs
- Commercial blade signs
- Portable signs
 - Same as Addison Circle
- Allowance for monument and pole signs provided they comply with the design submitted to the Town.





Alcoholic Beverage Signage

- Policy established in 1976
- Part of several policies historically intended to restrict bars from opening in Addison
- Included as a condition of approval for restaurant SUPs.
- The Council has allowed several exceptions
 - Tavern, Gastropub, Bar (not referencing alcohol), Cantina, Borracho, Tequila, etc.
- Does the Council want to continue this policy?

Combined Meeting

R2a

Meeting Date: 01/13/2015

Department: City Manager

Council Goals: N/A

AGENDA CAPTION:

Approval of the Minutes for the December 8, 2014 and December 9, 2014 City Council Meetings and Work Sessions.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

Administration recommends approval.

Attachments

Minutes 12-08-2014

Minutes 12-09-2014

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL SPECIAL MEETING & WORK SESSION

December 8, 2014

6:00 PM

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

Posted by: Matthew McCombs, December 5, 2014, 6:00pm

Present: Arfsten; Carpenter; Clemens; DeFrancisco; Heape; Meier; Moore

SPECIAL MEETING

- S1 Discussion, consider and take action regarding approving and authorizing the City Manager to execute an agreement with the World Affairs Council of Dallas/Fort Worth for consulting services for an amount not to exceed \$60,000, subject to the final review/approval of the City Manager and City Attorney.

RECOMMENDATION:

Administration recommends approval.

Orlando Campos, Director of Economic Development and Tourism, spoke regarding this item.

Motion made by Moore to approve, as submitted,

Seconded by Arfsten

AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape, Meier,
Moore

Passed

S2 Presentation, discussion, consider and take action approving of and authorizing the City Manager to award a contract to Flow-Line Construction, Inc., for the relocation of water, sewer, and storm water drainage systems on Addison Airport to accommodate the construction of a new \$3 million hangar at the Airport for an amount not to exceed \$425,247.

RECOMMENDATION:

Administration recommends approval.

Lisa Pyles, Director of Infrastructure and Development Services, spoke regarding this item.

Motion made by Clemens to approve, as submitted,
Seconded by Carpenter

AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape, Meier,
Moore

Passed

WORK SESSION

WS1 Presentation and discussion regarding the special area study findings and recommendations regarding future development of the properties within that area of the Town generally bounded on the north by Belt Line Road, on the east by Midway Road, on the south by an Oncor utility easement located approximately 250 feet north of Proton Drive, and on the west by the Midway Meadows, Towne Lake, and Pecan Square neighborhoods.

Adjourn Meeting

Mayor-Todd Meier

Attest:

City Secretary-Matthew McCombs

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL WORK SESSION

December 9, 2014

7:00 PM

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

7:00 PM Work Session | 7:30 PM Regular Meeting

Present: Arfsten; Carpenter; Clemens; DeFrancisco; Heape; Meier; Moore

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL REGULAR MEETING

December 9, 2014

7:00 PM

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

7:00 PM Work Session | 7:30 PM Regular Agenda

Posted by: Matthew McCombs, December 5, 2014, 5:00pm

WORK SESSION

WS1 Discussion regarding the City Council 2015 meeting schedule.

REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

Consent Agenda.

- R2a Approval of the Minutes for the November 25, 2014 City Council Meeting and Work Session.

RECOMMENDATION:

Administration recommends approval.

Motion made by Clemens to approve, as submitted,
Seconded by DeFrancisco

Voting AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape,
Meier, Moore

Passed

- R2b Approval of and authorizing the City Manager to execute a contract with Fain Construction for reconfiguration of the Vitruvian Park Amphitheater for an amount totaling \$362,964.

RECOMMENDATION:

Administration recommends approval.

Motion made by Clemens to approve, as submitted,
Seconded by DeFrancisco

Voting AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape,
Meier, Moore

Passed

- R2c Approval of and authorizing the City Manager to execute a contract with Starkbuilt for replacement of the Celestial Park decomposed granite trail with a concrete trail for an amount totaling \$131,141.53.

RECOMMENDATION:

Administration recommends approval.

Mayor Meier pulled item R2c from the consent agenda for clarification.

Slade Strickland, Director of Parks and Recreation, spoke regarding this item.

Motion made by Meier to approve, as submitted,
Seconded by Clemens

Voting AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape,
Meier, Moore

Passed

R2d PRELIMINARY PLAT/Hometronics Addition. Approval of a preliminary plat for one lot totaling .99 acres, located in a C-1 (Commercial-1) district, at 16316 Addison Road, on application from Chuck West of West and Associates.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on November 20, 2014, voted to recommend approval of the request for a preliminary plat for one lot totaling .99 acres, located in an C-1 (Commercial-1) district, at 16316 Addison Road, subject to the following condition:

1. The plat should be relabeled from a Final Plat to a Preliminary plat.

Voting Aye: Doherty, Groce, Hughes, Oliver, Smith, Wheeler

Voting Nay: None

Absent: Robinson

RECOMMENDATION:

Administration recommends approval.

Motion made by Clemens to approve, as submitted,

Seconded by DeFrancisco

Voting AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape,
Meier, Moore

Passed

R2e Approval of and authorizing the City Manager to execute a contract with BlueLine Services for the purchase of seven (7) servers and 40 TB (terabyte) of raw storage for the amount of \$317,975.

RECOMMENDATION:

Administration recommends approval.

Motion made by Clemens to approve, as submitted,

Seconded by DeFrancisco

Voting AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape, Meier, Moore

Passed

R2f Approval of and authorizing the City Manager to execute a contract with Solid IT Networks for the purchase of twenty nine (29) switches/routers, related software and licenses for the amount of \$133,190.14.

RECOMMENDATION:

Administration recommends approval.

Motion made by Clemens to approve, as submitted,

Seconded by DeFrancisco

Voting AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape, Meier, Moore

Passed

R2g Approval of and authorizing the City Manager to execute a contract with Solid Border for the purchase of Palo Alto Firewall software and license, 5-year Threat protection subscription, training, and a MDM (Mobile Device Management) solution for the amount of \$143,920.

RECOMMENDATION:

Administration recommends approval.

Motion made by Clemens to approve, as submitted,

Seconded by DeFrancisco

Voting AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape, Meier, Moore

Passed

R2h Approval of and authorizing the City Manager to execute a contract with SHI Direct for the purchase of the Microsoft server and SQL database licenses and a total of 303 user subscriptions for "Office 365" products powered by Microsoft cloud services for the amount of \$64,058.

RECOMMENDATION:

Administration recommends approval.

Motion made by Clemens to approve, as submitted,

Seconded by DeFrancisco

Voting AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape, Meier, Moore

Passed

- R2i Approval of and authorizing the City Manager to execute a contract with CDW-G for the purchase of 50 virtualization software licenses including support, 46 iPads, UPS (Uninterrupted Power Supply) systems and KVM (Keyboard, Video or Visual Display Unit, Mouse) systems for the amount of \$133,136.55.

RECOMMENDATION:

Administration recommends approval.

Motion made by Clemens to approve, as submitted,
Seconded by DeFrancisco

Voting AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape, Meier, Moore

Passed

- R2j Approval of and authorizing the City Manager to execute a contract with Ricoh Americas Corporation for the purchase of eleven (11) industrial all-in-one copiers-printers-scanners for the amount of \$57,750.

RECOMMENDATION:

Administration recommends approval.

Motion made by Clemens to approve, as submitted,
Seconded by DeFrancisco

Voting AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape, Meier, Moore

Passed

Regular Items

- R3 Presentation and proclamation recognizing Etihad Airways.

Etihad Airways spoke and received the proclamation.

There was no action taken on this item.

- R4 Discussion, consider and take action regarding appointment of up to two members to the Board of Zoning Adjustment.

Council Member Heape recommended the appointment of Jan Haas to the Board of Zoning Adjustment.

Motion made by Heape

Seconded by Moore

Voting AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape, Meier, Moore

Passed

R5 **PUBLIC HEARING** Case 1702-Z/Tollway Center. Public hearing, discussion consider and take action regarding an ordinance changing the zoning on property located at 14300 Dallas Parkway, which property is currently zoned PD (Planned Development) through Ordinance 085-001, and provides for an office development of approximately 1,400,000 square feet of office space, from its current zoning to a new PD (Planned Development) in order to provide for an office building of 200,000 square feet, on application from Cawley Partners, represented by Mr. Kim Sutton.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on November 20, 2014, voted to recommend approval of an ordinance changing the zoning on property located at 14300 Dallas Parkway, which property is currently zoned PD (Planned Development) through Ordinance 085-001, and provides for an office development of approximately 1,400,000 square feet of office space, to a new PD (Planned Development) in order to provide for an office building of 200,000 square feet, subject to the following conditions:

- The applicant shall provide the Town official height determination from the FAA (form 7460-1) before a building permit is issued.
- The property owner shall provide an Avigation Easement to the Town prior to the issuance of a building permit for the project.

Voting Aye: Doherty, Groce, Hughes, Oliver, Smith, Wheeler

Voting Nay: none

Absent: Robinson

RECOMMENDATION:

Administration recommends approval.

Charles Goff, Assistant Director of Development Services, spoke regarding this item.

Also, Kim Sutton, representative for Case 1702,-Z/ Tollway Center, spoke regarding this item.

A public hearing was opened and an opportunity to speak offered to the public.

There were no individuals who spoke at the public hearing.

The public hearing was closed.

Motion made by Clemens to approve, subject to the conditions listed,

Seconded by DeFrancisco

Voting AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape, Meier, Moore

Passed

-
- R6 **PUBLIC HEARING** Case 1705-SUP/Ida Claire. Public hearing, discussion, consider and take action regarding an ordinance changing the zoning on properties located at 5001 Belt Line Road, which property is currently zoned PD (Planned Development) through Ordinance 091-043 and 5035 Quorum Drive, which property is currently zoned LR (Local Retail) through Ordinance 392, by approving for the properties 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 Front Burner Restaurants, represented by Harold Bernstein of ID Studio 4.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on November 20, 2014, voted to recommend approval of an ordinance changing the zoning on property located at 5001 Belt Line Road, which property is currently zoned PD (Planned Development) through Ordinance 091-043 and 5035 Quorum Drive, which property is currently zoned LR (Local Retail) through Ordinance 392, by approving for the properties 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 not use any terms or graphic depictions

relating to alcoholic beverages in exterior signage.

- The applicant shall grant the necessary license agreements to install future pedestrian enhancements along Quorum Drive.

Voting Aye: Doherty, Groce, Hughes, Oliver, Smith, Wheeler

Voting Nay: none

Absent: Robinson

RECOMMENDATION:

Administration recommends approval.

Charles Goff, Assistant Director of Development Services, spoke regarding this item.

A public hearing was opened and an opportunity to speak offered to the public.

There were no individuals who spoke at the public hearing.

The public hearing was closed.

Motion made by DeFrancisco to approve, subject to the conditions listed,

Seconded by Clemens

Voting AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape, Meier, Moore

Passed

R7 **PUBLIC HEARING** Case 1706-SUP/Snuffer's Restaurant. Public hearing, discussion, consider and take action regarding an ordinance changing the zoning on property located at 4180 Belt Line Road, which property is currently zoned PD (Planned Development) through Ordinance 091-066, 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 Firebird Restaurant Group, represented by Mr. Rob Vadala.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on November 20, 2014, voted to recommend approval of an ordinance changing the zoning on property located at 4180 Belt Line

Road, which property is currently zoned PD (Planned Development) through Ordinance 091-066, 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 condition:

- The applicant shall not use any terms or graphic depictions relating to alcoholic beverages in exterior signage.

Voting Aye: Doherty, Groce, Hughes, Oliver, Smith, Wheeler

Voting Nay: none

Absent: Robinson

RECOMMENDATION:

Administration recommends approval.

Charles Goff, Assistant Director of Development Services, spoke regarding this item.

Kirk Williams and Robert Hutchinson, representatives for Case 1706-SUP/Snuffer's Restaurant, spoke regarding this item.

A public hearing was opened and an opportunity to speak offered to the public.

The following individuals spoke at the public hearing.

Aubrey Simons, 4102 Rush Circle

Tom Gentleman, Firebird Restaurant Group

Kirk Williams, Firebird Restaraunt Group

The public hearing was closed.

Motion made by Arfsten to approve, subject to the conditions listed,
Seconded by DeFrancisco

Voting AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape,
Meier, Moore

Passed

R8 **PUBLIC HEARING** Case 1707-SUP/Taqueria La Ventana. Public hearing, discussion, consider and take action regarding an ordinance changing the zoning on property located at 4180 Belt Line Road, which property is currently zoned PD (Planned Development) through Ordinance 091-066, 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 Firebird Restaurant Group, represented by Mr. Rob Vadala.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on November 20, 2014, voted to recommend approval of an ordinance changing the zoning on property located at 4180 Belt Line Road, which property is currently zoned PD (Planned Development) through Ordinance 091-066, 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 condition:

- The applicant shall not use any terms or graphic depictions relating to alcoholic beverages in exterior signage.

Voting Aye: Doherty, Groce, Hughes, Oliver, Smith, Wheeler

Voting Nay: none

Absent: Robinson

RECOMMENDATION:

Administration recommends approval.

Charles Goff, Assistant Director of Development Services, spoke regarding this item.

Tom Gentleman, representative of Case 1707- SUP Taqueria La Ventana, spoke regarding this item.

A public hearing was opened and an opportunity to speak was offered to the public.

There were no individuals who spoke at the public hearing.

The public hearing was closed.

Motion made by Clemens to approve, subject to the conditions listed,

Seconded by Carpenter

Voting AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape, Meier, Moore

Passed

-
- R9 **PUBLIC HEARING** Case 1701-Z/AMLI Addison. Public hearing, discussion, consider and take action regarding an ordinance changing the zoning on property located at 5015 Spectrum Drive, which property is currently zoned C-1 (Commercial-1) District, from its current zoning to PD (Planned Development) District in order to provide for multi-family residential use and limited retail uses, and approval of development plans, on application from AMLI Residential, represented by Mr. Taylor Bowen.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on November 20, 2014, voted to recommend approval of an ordinance changing the zoning on property located at 5015 Spectrum Drive, which property is currently zoned C-1, (Commercial-1) District, to PD (Planned Development) District in order to provide for multi-family residential use and limited retail uses, and approval of development plans, subject to no conditions.

Voting Aye: Doherty, Groce, Hughes, Oliver, Wheeler
Voting Nay: Smith
Absent: Robinson

RECOMMENDATION:

Administration recommends approval.

Charles Goff, Assistant Director of Development Services, spoke regarding this item.

Taylor Bowen, Bill Dahlstrom, and Kirk Williams, representatives of Case 1701-Z/AMLI Addison, spoke regarding this item.

A public hearing was opened and an opportunity to speak offered to the public.

The following individuals spoke at the public hearing.

Bill Irving, Quorum North Association
Ron Crowell, Phoenix Capital Partners
Stefan Huber, Intercontinental Hotel

The public hearing was closed.

Motion made by DeFrancisco to approve, as submitted,

Seconded by Arfsten

Voting AYE: Arfsten, DeFrancisco

NAY: Carpenter, Clemens, Heape, Meier, Moore

Failed

- R10 Presentation, discussion, consider and take action approving and authorizing the City Manager to execute a development and reimbursement agreement with AMLI Residential providing for, among other things, a reimbursement of 50% of the cost of the sanitary sewer upgrades needed for the proposed multi-family development, subject to the review and approval of the City Manager and the City Attorney.

RECOMMENDATION:

Administration recommends approval.

Item R10 was pulled.

There was no action taken on this item.

- R11 Presentation, discussion, consider and take action approving and authorizing the City Manager to execute the engagement letter with Weaver, and Tidwell, LLP for auditing services for the fiscal year ended September 30, 2014.

RECOMMENDATION:

Administration recommends approval.

Eric Cannon, Chief Financial Officer, and Lea Dunn, City Manager, spoke regarding this item.

Also, Jerry Gaither of Weaver and Tidwell, LLP spoke regarding this item.

Motion made by Meier to approve, with the condition to solicit bids next year,

Seconded by Clemens

Voting AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape, Meier, Moore

Passed

R12 Presentation and discussion regarding an update on the Finance Department Work Plan.

Eric Cannon, Chief Financial Officer, spoke regarding this item.

There was no action taken on this item.

R13 Presentation and discussion regarding Town winter weather operations, activities and procedures.

Item R13 was pulled.

There was no action taken on this item.

R14 Presentation, discussion, consider and take action approving of and authorizing the City Manager to award a contract to Flow-Line Construction, Inc., for the relocation of water, sewer, and storm water drainage systems on Addison Airport to accommodate the construction of a new \$3 million hangar at the Airport for an amount not to exceed \$425,247.

RECOMMENDATION:

Administration recommends approval.

Item R14 was pulled.

There was no action taken on this item.

R15 Presentation, discussion, consider and take action approving and authorizing the City Manager to award a contract to Wilson Construction Services, LLC, for the extension of sewer service to 4301 Sunbelt Drive for an amount not to exceed \$61,901.46.

RECOMMENDATION:

Administration recommends approval.

Lisa Pyles, Director of Infrastructure and Development Services, spoke regarding this item.

Motion made by Carpenter to approve, as submitted,

Seconded by Arfsten

Voting AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape, Meier, Moore

Passed

-
- R16 Discussion, consideration and take action regarding a resolution approving and authorizing the City Manager to execute an interlocal agreement entitled Public Safety Communications and Dispatch Operations Agreement by and between the Town, the Cities of Carrollton, Coppell, and Farmers Branch, and the North Texas Emergency Communications Center, Inc., pertaining to the financing, construction, ownership, management, and operation of a regional public safety communications center for the benefit of the cities.

RECOMMENDATION:

Administration recommends approval.

John Hill, City Attorney, spoke regarding this item.

Motion made by Moore to approve, as submitted,
Seconded by DeFrancisco

Voting AYE: Arfsten, Carpenter, Clemens, DeFrancisco, Heape,
Meier, Moore

Passed

Executive Session

-
- 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.

The City Council entered executive session at 11:22 pm.
The City Council closed executive session at 12:07 am.

-
- ES2 Closed (Executive) session of the Addison City Council pursuant to Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter, to wit, a shopping center lease in which the Town is the tenant at Village on the Parkway; and pursuant to Section 551.071, Tex. Gov. Code, to deliberate the said lease of real property.

The City Council entered executive session at 11:22 pm.
The City Council closed executive session at 12:07 am.

Adjourn Meeting

Mayor-Todd Meier

Attest:

City Secretary-Matthew McCombs

Combined Meeting

R2b

Meeting Date: 01/13/2015

Department: General Services

Council Goals: Mindful stewardship of Town Resources.
Look for Operational Efficiencies without cutting services
Promote Sustainability

AGENDA CAPTION:

Approval of a resolution authorizing the City Manager to adopt The Regional Transportation Council Revised Clean Fleet Vehicle Policy.

FINANCIAL IMPACT:

N/A

BACKGROUND:

The Regional Transportation Council (RTC), comprised primarily of local elected officials, is the regional transportation policy body associated with the North Central Texas Council of Governments, and has been and continues to be a forum for cooperative decisions on transportation issues for the region. The RTC is responsible for air quality conformity; and the Clean Air Act Amendments of 1990 which require that in air quality non-attainment areas, transportation plans and improvement programs conform to the applicable air quality implementation plan.

As the Dallas-Fort Worth area is a federally designated non-attainment area for the pollutant ozone, the RTC encourages and supports the adoption and implementation of the Clean Fleet Vehicle Policy. The revisions to this policy include the expansion of applicability to private fleets, and off road equipment, petroleum and emissions reduction goals, and the removal of outdated emissions references. The Town of Addison has been a member and participant of the Clean Cities Coalition and Clean Fleet Policy since 2007.

By adopting the Clean Fleet Vehicle Policy, the Town agrees to certain conditions with regard to vehicle acquisition, operations, maintenance and compliance verifications, all of which the Town is currently doing. The RTC reserves all future clean vehicle funding for government entities that adopt and comply with the Clean Fleet Vehicle Policy and may also assess compliance when considering other RTC funding actions.

RECOMMENDATION:

Administration recommends approval.

Attachments

Clean Fleet Policy

TOWN OF ADDISON, TEXAS

RESOLUTION No. R15-XXX

**RESOLUTION SUPPORTING THE THE REGIONAL TRANSPORTATION COUNCIL
CLEAN FLEET POLICY**

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

WHEREAS, the Regional Transportation Council (RTC), comprised primarily of local elected officials, is the regional transportation policy body associated with NCTCOG and has been and continues to be the regional forum for cooperative decisions on transportation; and,

WHEREAS, NCTCOG has been designated as a Clean Cities Coalition for the DFW region by the US Department of Energy in accordance with federal law and the NCTCOG Executive Board authorized NCTCOG to serve as the host organization for the DFW Clean Cities (DFWCC) Coalition and its efforts; and,

WHEREAS, the U.S. Environmental Protection Agency (EPA) has designated the DFW area as a nonattainment area for the pollutant ozone, and air quality impacts the public health of the entire region; and,

WHEREAS, emissions inventories from the Texas Commission on Environmental Quality (TCEQ) indicate that in 2012, approximately 76 percent of the nitrogen oxides (NOx) emissions and 25 percent of the volatile organic compounds (VOC) emissions in the DFW ozone nonattainment area are attributable to mobile sources; and,

WHEREAS, the RTC is responsible for transportation conformity; and the Clean Air Act Amendments of 1990 require that transportation plans and improvement programs in air quality nonattainment areas conform to the adopted State Implementation Plan (SIP); and,

WHEREAS, the RTC has adopted a resolution supporting the adoption and implementation of a Clean Fleet Policy by organizations with fleet operations in the DFW area; and reserves all future vehicle funding for entities that adopt and comply with a policy consistent with the provisions outlined below,

WHEREAS, the Town of Addison will set goals and provide workable, cost-effective solutions to improve air quality and reduce petroleum consumption in the DFW area, and implement those measures as practicable.

NOW, THEREFORE, BE IT HEREBY RESOLVED:

Section 1.

Town of Addison will reduce emissions from fleet activities by performing the following actions as practicable:

- 1.1** Implement an idle-reduction policy/standard operating procedure (SOP) that applies to all of the entity's vehicles and equipment, except where exempted as determined by The Town of Addison; communicate idle-reduction expectations to staff, vendors and visitors; and utilize idle-reduction technology.
- 1.2** Maximize use of vehicles and equipment with the lowest

emissions wherever possible.

- 1.3 Ensure all conversions are EPA and/or California Air Resources Board (CARB) certified; ensure that aftermarket technologies are EPA and/or CARB verified, or are listed as an emerging technology by the EPA or a state environmental agency; and both conversions and aftermarket technologies are compatible with Texas Low Emission Diesel Program (TxLED) requirements.
- 1.4 Establish a plan to modify non-essential fleet activities on high ozone days to reduce air quality impacts.
- 1.5 Implement vehicle and equipment disposal strategies which minimize negative impacts on air quality.
- 1.6 Implement vehicle and equipment emissions inspection practices which meet or surpass the standards required by statute, including prompt resolution of any illuminated malfunction indicator lamp (MIL).

Section 2.

Town of Addison will reduce overall fuel consumption, particularly the use of conventional petroleum fuels, by performing the following actions as practicable:

- 2.1 Pursue low-emission vehicles and equipment for acquisition, with an emphasis on alternative fuel, advanced technology, and/or SmartwaySM certified vehicles and equipment.
- 2.2 Improve overall fleet fuel efficiency.
- 2.3 Establish practices to reduce vehicle miles traveled, passenger miles traveled, engine hours, and/or ton miles traveled, as appropriate.

Section 3.

Town of Addison will partner with the NCTCOG and DFWCC by performing the following actions as practicable:

- 3.1 Maintain membership and active participation in DFWCC and submit timely Clean Fleet Policy reporting.
- 3.2 Evaluate and consider participation in programs to test/commercialize/demonstrate new technologies to improve efficiency, reduce emissions, and/or increase fuel efficiency.
- 3.3 Pursue activities which support peer fleets' efforts to implement fuel- or emissions-reducing activities by sharing and maximizing resources.
- 3.4 Encourage fleet activities which minimize water, solid waste, or other environmental impacts of fleet activities, as appropriate.

Section 4.

Town of Addison will ensure drivers/operators and fleet personnel are familiar with air quality and petroleum reduction goals by performing the following actions as practicable:

- 4.1 Provide in-house training and/or attending training administered by NCTCOG for fleet personnel and other staff involved in fleet decisions to

review policy elements and provide recommendations for achieving objectives.

- 4.2 Consider other mechanisms to increase understanding and awareness among fleet personnel and others.

Town of Addison acknowledges that adoption of the Clean Fleet Policy, adoption of an idle reduction policy/SOP as outlined in section 1.1, submittal of both policies, and submittal of Clean Fleet Policy reporting is required to be eligible for future clean fleet funding from the RTC, and may be considered when determining other funding actions. The extent of Clean Fleet Policy implementation, as documented through reporting, will also be a factor in receiving DFWCC fleet recognition.

This policy shall be in effect immediately upon its adoption and replaces the prior Clean Fleet Vehicle Policy of the adopting entity.

I hereby certify that this policy was adopted by the Town of Addison on

_____, _____

Signature

Printed Name

Title

Adopting Entity

Combined Meeting

R2c

Meeting Date: 01/13/2015

Department: Infrastructure- Development Services

Council Goals: Create a vision for the airport to maximize the value

AGENDA CAPTION:

Approval of and authorizing the City Manager to take action regarding consent for the creation of a leasehold mortgage in favor of The Ohio National Life Insurance Company (the Bank) for 6200 GP, LLC, the ground tenant at 4550 Jimmy Doolittle Drive, for purposes of securing a loan in the amount of \$1,105,000.

FINANCIAL IMPACT:

N/A

BACKGROUND:

6200 GP, LLC, the ground tenant at 4550 Jimmy Doolittle Drive, is requesting the Town's consideration and consent for the creation of a leasehold mortgage in favor of The Ohio National Life Insurance Company (the Bank) securing a loan in the amount of \$1,105,000.00. In so doing, the Bank is requesting the Town execute an estoppel letter agreement substantially in the form that is attached. By this agreement, the Town agrees to, among other things, recognize the Bank's leasehold deed of trust and subordinate lien and grant the Bank certain rights and remedies in the event 6200 GP, LLC should default on the loan or ground lease.

The primary purpose of the proceeds from the loan will be used to re-finance the purchase of the leasehold interest of the demised premises. Should the council approve the leasehold mortgage, the Town and the Bank agree that:

1. The mortgage will be an inferior lien to the Ground Lease and will be against only the leasehold interest of 6200 GP, LLC in the demised premises.
2. To Landlord's actual knowledge, the tenant is presently not in default under the Ground Lease.
3. The Ground Lease has not be modified, amended or altered except as described in the Bank's proposed estoppel letter.
4. The Town will give the bank written notice of any default by Tenant and that the Bank will have 15 days from said notice to take action to cure the default.
5. Should the Bank succeed in interest of Tenant by means of foreclosure or deed-in-lieu of foreclosure, the Town agrees to recognize the Bank as tenant, who may assign their leasehold interest only with the prior written consent of the Town.

Staff and the City Attorney have reviewed the proposed estoppel letter from The

Ohio National Life Insurance Company and have found it acceptable for the Town's use. Since 6200 GP LLC is in good standing under the Ground Lease, staff recommends that the Town give its consent and authorize the City Manager to execute the estoppel letter in favor of The Ohio National Life Insurance Company as requested.

RECOMMENDATION:

Administration recommends approval.

Attachments

Memo Bill Dyer



William M. Dyer
Real Estate Manager
16051 Addison Road
Suite #220
Addison, Texas 75001

Main: 972-392-4850
Direct: 972-392-4856
Fax: 972-788-9334
bill.dyer@addisonairport.net

- MEMORANDUM -

To: Lisa Pyles, Director of Infrastructure, Operations and Systems
From: Bill Dyer, Real Estate Manager
CC: Joel Jenkinson, Airport Director
Date: 12/17/2014
Re: Requested action by the Town of Addison from 6200 GP, LLC, Tenant – Ground Lease 0200-3503; 4550 Jimmy Doolittle Drive

Requested Action and Recommendation by Airport Manager

6200 GP, LLC, the ground tenant to the above referenced leased premises, is requesting the Town's consideration and consent for the creation of a leasehold mortgage in favor of The Ohio National Life Insurance Company (the Bank) securing a loan in the amount of



\$1,105,000.00. In so doing, the Bank is requesting the Town execute an estoppel letter agreement substantially in the form found attached hereto as Exhibit "A," wherein the Town agrees to, among other things, recognize the Bank's leasehold deed of trust and subordinate lien; and grant the Bank certain rights and remedies in the event 6200 GP, LLC should default on the loan or ground lease.

Airport Management is requesting the Town's consent and acknowledgement of the proposed \$1,105,000 promissory note secured by a leasehold deed of trust and recommends the Town give its consent to the requested action.

Background Information

With the Town's consent, 6200 GP, LLC was assigned the leasehold interests from Turbine Aircraft Services, Inc. (Turbine) through the Assignment of Ground Lease dated January 21, 2014. 6200 GP, LLC subsequently entered into a sublease agreement with Turbine effective January 23, 2014.

Current Status:

Property Description		Lease Information	
Date of Report	12/15/2014	Lease #	0200-3503
Property Number	0200-35	Tenant Name	6200 GP, LLC
Property Address	4550 Jimmy Doolittle	Doing Business As	6200 GP, LLC
Ramp Address	A-5	Primary Contact:	Steven Shelley
Property Type	Conventional	Primary Contact Phone:	469-522-4300
Land Area	104,718	Lease Type	Ground Lease
Hangar Area	21,000	Lease Commencement Date	7/1/1984
Office/Shop Area	7,280	Lease Expiration Date	6/30/2048
Total Building Area	28,280	Years Remaining in Term	33
Year Built	2004	Current Monthly Rent	\$5,632.26
Est. Economic Life	50	Current Annual Rent	\$67,587.12
End of Eco. Life	2054	Annual Rent /SF Land	\$0.65
% Obsolescent	20%	Est. Remaining Contract Rent	\$2,907,820
Hangar Door Clearance	28'	Next Rent Adjustment Date	7/1/16 - CPI every 2 years

Proposed Action:

Consent and acknowledgement of Tenant's intent to execute a note and leasehold deed of trust in favor of The Ohio National Life Insurance Company in the sum of \$1,105,000.

6200 GP, LLC desires to execute a promissory note and leasehold deed of trust with The Ohio National Life Insurance Company not to exceed \$1,105,000 with the primary purpose of the proceeds being used to re-finance the purchase of the leasehold interest of the demised premises.

In addition to Landlord's acknowledgment of the mortgage and Deed of Trust, The Ohio National Life Insurance Company and Landlord agree that:

1. The mortgage will be an inferior lien to the Ground Lease and will be against only the leasehold interest of 6200 GP, LLC in the demised premises.
2. To Landlord's actual knowledge, the tenant is presently not in default under the Ground Lease.
3. The Ground Lease has not be modified, amended or altered except as described in the Bank's proposed estoppel letter.
4. The Town will give the bank written notice of any default by Tenant and that the Bank will have 15 days from said notice to take action to cure the default.
5. Should the Bank succeed in interest of Tenant by means of foreclosure or deed-in-lieu of foreclosure, the Town agrees to recognize the Bank as tenant, who may assign their leasehold interest only with the prior written consent of the Town.

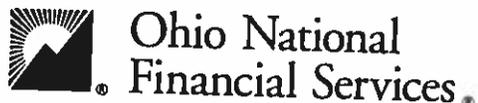
Conclusion and Recommendation of Airport Manager

6200 GP, LLC is requesting the Town's consent to the creation of a new leasehold mortgage to be inferior to the lien created by the ground lease, to refinance its leasehold interest.

Airport Management has reviewed the proposed estoppel letter from The Ohio National Life Insurance Company requesting the Town's consent and acknowledgement of 6200 GP, LLC's intent to execute a promissory note and leasehold deed of trust securing the note for a sum not to exceed \$1,105,000. The Town's Attorney has also reviewed the bank's proposed estoppel letter and has found it acceptable for the Town's use. With 6200 GP LLC being in good standing under the Ground Lease, Airport Management recommends the Town give its consent and authorize the City Manager to execute the estoppel letter in favor of The Ohio National Life Insurance Company as requested.

Exhibit A

One Financial Way
Cincinnati, Ohio 45242



Post Office Box 237
Cincinnati, Ohio 45201-0237
Telephone: 513.794.6100
www.ohionational.com

_____, 2014

Town of Addison, Texas
5300 Belt Line Road
Dallas, Texas 75254

RE: Ground Lease dated May 23, 1984 by and among the City of Addison, Texas, a municipal corporation (the "City," the same being the Town of Addison, Texas) and Addison Airport of Texas, Inc., a Texas corporation, as Landlord (the City now being the sole Landlord under the Ground Lease, the "Base Lease" [as defined in the Ground Lease] having expired, and the City alone being referred to herein as the "Landlord") and Hangar Six, Inc., as tenant; the tenant's interest in the said Ground Lease then having been assigned by that Assignment of Ground Lease between Hangar Six, Inc. and Turbine Aircraft Services, Inc., dated July 2, 2002; the said Ground Lease then having been amended by (i) that Amendment to Ground Lease dated July 2, 2002 (the "First Amendment") and by (ii) that Second Amendment to Ground Lease dated April 16, 2003 (the "Second Amendment") and by (iii) that Third Amendment to Ground Lease dated January 13, 2009 (the "Third Amendment"); (the said Ground Lease, as amended by and together with the First Amendment, Second Amendment, and Third Amendment being referred to herein collectively as the "Ground Lease"); the tenant's interest in the said Ground Lease then having been assigned by that certain Assignment of Ground Lease between Robert Hoff, Independent Executor of the Estate of Tom L. Berscheidt, Deceased, and Turbine Aircraft Services, Inc., as assignor, to 6200 GP, LLC, a Nevada limited liability company, the assignee, dated January 21, 2014; and by virtue of the said January 21, 2014 Assignment, 6200 GP, LLC is the "Tenant" under the Ground Lease as so amended (and so called herein); and whereby under the Ground Lease Landlord leases to Tenant certain real property referred to in the Ground Lease as the "Demised Premises" (and so called herein) located at the Addison Airport in Dallas County, Texas, which Demised Premises are specifically described in the Ground Lease (and are generally located at 4550 Jimmy Doolittle Drive, Addison, Texas 75001, and being approximately 2.404 acres [104,718 square feet] in size).

Gentlemen:

The Ohio National Life Insurance Company, an Ohio corporation (the "Bank") intends to make a loan to 6200 GP, LLC, a Nevada limited liability company, which loan (the "Loan") in the amount of ONE MILLION ONE HUNDRED FIVE THOUSAND AND NO/100 DOLLARS (\$1,105,000.00) will be secured by, among other things a lien against the leasehold interest of Tenant in the Demised Premises created pursuant to a leasehold deed of trust (the "Leasehold Deed of Trust") to be executed by Tenant to Charles A. Guerin, as Trustee for the benefit of

Landlord's lien (contractual and statutory) and other rights thereunder and all terms and conditions thereof, which Leasehold Deed of Trust shall be in substantially the form of the Leasehold Deed of Trust attached hereto.

The Bank has advised Tenant that Bank requires the written acknowledgment of Landlord to the execution by Tenant of the above-described Leasehold Deed of Trust and the written acknowledgment and consent of the Landlord to the statements set forth in this letter.

Therefore, by executing the enclosed copy of this letter and returning it to the undersigned, Landlord hereby specifically states as follows (and notwithstanding any statement or provision hereof, Landlord's statements herein do not constitute approval by or consent of Landlord of the Leasehold Deed of Trust or of any of the terms and conditions set forth therein, and nothing herein contained shall be deemed a waiver or release of any of the Landlord's rights under the Ground Lease or otherwise) (when the actual knowledge of the Landlord is referred to herein, the same means the actual knowledge of Bill Dyer, president of SAMI Management, Inc., acting real estate manager for Addison Airport in behalf of Landlord):

1. Landlord takes notice of the Leasehold Deed of Trust and the subordinate and inferior lien provided for therein being impressed solely against the leasehold interest of Tenant in the Demised Premises.
2. The Ground Lease has not been modified, altered or amended to the best of Landlord's actual knowledge except as described herein.
3. Landlord has no actual knowledge of the existence of any default by Tenant under the Ground Lease, or of any lien against the Demised Premises other than that created by the Ground Lease, any lien for taxes, or as may be otherwise created or provided by law, rule, or regulation of any governmental entity, agency, or authority having jurisdiction over Addison Airport.
4. Landlord will give to Bank, at the address of Bank specified in this letter or at such other address as Bank may hereafter designate in writing to Landlord, prompt written notice of any default by Tenant under the Ground Lease simultaneously with the giving of such notice to Tenant (if such notice is required under the Ground Lease), and Bank shall have the right, but not the obligation, for a period of fifteen (15) days after its receipt of such notice or within any longer period of time specified in such notice, to take such action or to make such payment as may be necessary or appropriate to cure any such default so specified. Landlord shall not exercise Landlord's right to terminate the Ground Lease without first giving Bank the notice provided for herein and affording Bank the right to cure such default as provided for herein.
5. For the purposes of this letter, any notice to Bank may be delivered in person or shall be deemed to be delivered, whether actually received or not, when deposited in United States mail, postage prepaid, registered, or certified mail, return receipt requested, addressed to Bank at the above-described address.

6. If Bank or a third party assignee of Bank (provided such third party is approved by Landlord in writing in accordance with the terms of the Ground Lease for approval of an assignee) succeeds to the interest of Tenant in and to the Ground Lease by means of foreclosure under the Leasehold Deed of Trust, by means of a transfer in lieu of such foreclosure, or by any other lawful means due to the failure or inability of Tenant to pay the Loan secured by the Leasehold Deed of Trust, Landlord shall thereafter accept, recognize and treat Bank or such approved third party as the tenant under the Ground Lease and Landlord shall continue to perform all of its obligations under the Ground Lease subject, however, to the terms and conditions of the Ground Lease. Bank may thereafter, with the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed, assign its leasehold right, title, and interest in and to the Ground Lease. For purposes hereof and any applicable law, and without limitation as to other grounds for Landlord withholding consent, it shall be deemed to be reasonable for Landlord to withhold its consent when any one or more of the following apply:
- (a) the proposed assignee is of a character or of a reputation or is engaged in a business which is not consistent with the master or strategic plan (or then current draft thereof if the same is under review by Landlord) of Addison Airport as determined by Landlord;
 - (b) the proposed assignee has not demonstrated sufficient financial responsibility or creditworthiness to the satisfaction of Landlord in light of the duties, obligations, and responsibilities of the tenant under the Ground Lease at the time when the consent is requested;
 - (c) the proposed assignee's intended use of the demised premises as defined in the Ground Lease is inconsistent with the Ground Lease;
 - (d) the proposed assignment would cause Landlord to be in violation of another lease or agreement to which Landlord is a party or to which Landlord or the Addison Airport is subject (including, without limitation, any grant agreements or grant assurances of the Federal Aviation Administration or any other governmental entity, agency, or authority);
 - (e) if at any time consent is requested or at any time prior to the granting of consent, tenant is in default under the Ground Lease or would be in default under the Ground Lease but for the pendency of a grace or cure period, provided that if such default is cured within such grace or cure period, then Landlord may not continue to withhold its consent solely for this circumstance; or
 - (f) the proposed assignee does not intend to occupy the entire demised premises as described in the Ground Lease and conduct its business therefrom for a substantial portion of the then remaining term of the Ground Lease.

For purposes hereof and any applicable law, and without limitation as to other grounds for Landlord delaying consent, it shall be deemed to be reasonable for Landlord to delay

its consent for a period of 45 days after the receipt by Landlord of all information requested by Landlord regarding or in connection with the proposed assignment and the proposed assignee.

7. To the actual knowledge of Landlord no rent has been paid more than thirty (30) days in advance of its due date.

Very truly yours,

OHIO NATIONAL INSURANCE COMPANY (BANK)

By: _____
_____ (Name and Title)

Acknowledged the _____ day of _____, 20____.

TOWN OF ADDISON, TEXAS

By: _____

By: _____

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

cc: Real Estate Manager
Addison Airport
16051 Addison Road, Suite 220
Addison, Texas 75001

Combined Meeting

R2d

Meeting Date: 01/13/2015

Department: Infrastructure- Development Services

Council Goals: Implement bond propositions

AGENDA CAPTION:

Approval of and authorizing the City Manager to execute purchase agreements for a Utility and Sidewalk easement at 3820 Belt Line Road in the amount of \$18,252.15; 3805 Belt Line Road for an amount of \$5,000; and 4101 Belt Line Road for an amount of \$17,780.

FINANCIAL IMPACT:

Funding Source: Funds are available in the 2012 Belt Line Road Utility Undergrounding bond project.

Amount: 3820 Belt Line Road in the amount of \$18,252.15
3805 Belt Line Road for an amount of \$5,000
4101 Belt Line Road for an amount of \$17,780

BACKGROUND:

In 2012, the citizens of Addison approved bonds to fund the undergrounding of the utilities on Belt Line Road. The project requires the acquisition of parcels of property along the roadway that consist, for the most part, of small areas to expand the current right-of-way or to accommodate the switch gear and transformer equipment needed for the project.

On March 11, 2014, the Council passed a resolution authorizing the City Manager to execute such instruments as may be necessary or required to document and to consummate the agreement and to cause the expenditure of city funds for the acquisition and related costs as long as the cost did not exceed the appraisal amount.

The initial offer and final offers for each property has been communicated to the property owners. The property owners at 3820 Belt Line Road, 3805 Belt Line Road, and 4101 Belt Line Road have made counter offers for the Town's consideration. The property owners have submitted information supporting their counterclaim that has been reviewed by the property acquisition team and staff and found to be reasonable.

The Town's initial total offer for the property at 3820 Belt Line was \$13,932 and the counteroffer is \$18,252.15.

The Town's initial total offer for the property at 3805 Belt Line was \$3,576 and the counteroffer is \$5,000.

The Town's initial total offer for the property at 4101 Belt Line was \$14,957 and the counteroffer is \$17,780.

In order to avoid costly eminent domain proceedings, staff recommends that the counter offers be accepted.

RECOMMENDATION:

Administration recommends approval.

Combined Meeting

R2e

Meeting Date: 01/13/2015

Department: Parks & Recreation

Council Goals: Mindful stewardship of Town Resources.
Infrastructure improvement and maintenance
Look for Operational Efficiencies without cutting services

AGENDA CAPTION:

Approval of and authorizing the City Manager to execute an annual renewable mowing contract with VMC Landscape for mowing of parks, green belts, street medians and municipal building grounds totaling \$115,576.

FINANCIAL IMPACT:

Funding Source: FY2015 Parks Operations Budget

Amount Budgeted: \$155,000

Amount: \$115,576

A Bid Tabulation Form is attached.

BACKGROUND:

The existing annual mowing contract with Weisz Selection is eligible for renewal for two additional years; however, due to unsatisfactory service delivery last year by Weisz the staff opted to rebid the contract. Weisz's contract totaled \$155,000.

This annual contract can be renewed for four additional years assuming both parties are agreeable to the terms and conditions of the contract.

Staff received very favorable recommendations from seven surrounding cities holding contracts with VMC. After reviewing their references, as well as, their operations and fleet facilities in Dallas, staff is confident they can deliver the service level Addison expects. A summary of the reference checks is attached.

RECOMMENDATION:

Administration recommends approval.

Attachments

Bid Tabulation Form

Reference Checks

Reference Checks for VMC **(In Regards to Mowing Bid)**

December 9-10, 2014

City of Grapevine – Mike Hooker (Cell: 817-343-1536); mhooker@grapevintexas.gov

5 yrs. and just renewed for last year

Doing irrigated and non-irrigated areas

Very satisfied with them; resolved issues or complaints quickly

Town of Flower Mound – Lady for Clayton Little

VMC been under contract for 5+ years

Going back out to bid in Jan.; will award to them again if low bidder

Very satisfied with their work

No issues

Any problems addressed quickly

City of North Richland Hills – Gary Bechthold

VMC been under contract for 10-12 years

Highly recommend them

No issues

Will continue to use them

Addressed any problems immediately

City of Coppel – John Elias (972-462-5115)

Highly recommend them

Contract just expired so may use interlocal with us; used for 7-8 yrs.

Always responsive and on schedule

Nothing but good things to say about them

City of Keller – Dan Burger (817-233-0131)

Great company; won't have any problems with them

Been doing their mowing for 5 yrs.

Do highly visible irrigated ROWs and medians

Do what they say they are going to do when they say they are going to do it

City of Arlington – Randy Villareal (817-459-6211)

Doing rough mowing ROWs

4+ and just did a renewal for 4 more years

Addressed any issues very quickly; great communication

Rocky is their contact; great to work with and responds quickly

City of Carrollton – Bobby Brady (972-466-9818)

Used off and on for long time

Very happy with them; doing medians and ROWs

Respond to any, only had few, issues quickly

Field supervisor, Valentine, great to work with

Best mowing contractor had in awhile

Combined Meeting

R2f

Meeting Date: 01/13/2015

Department: City Manager

Council Goals: Identify opportunities for improved governance

AGENDA CAPTION:

Approval of and authorizing the City Manager to execute an amended agreement with Kanter Financial Forensics, LLC, regarding a review of the Town's financial and accounting practices, that increases the not-to-exceed amount of the agreement from \$49,850 to \$51,850.

FINANCIAL IMPACT:

Funding Source: Funds to be allocated in future budget amendment

Amount: \$51,850

BACKGROUND:

At the November 11, 2014 Council Meeting, the council approved the agreement with Kanter Financial Forensics, LLC (KKF) for the review of the Town's financial and accounting practices. The contract amount was an amount not to exceed \$49,850 plus out of pocket expenses. The scope of the agreement was the following:

- Analysis of Courts, Special Events & 1 Vendor \$26,000
- Physical Inventory Reconciliation Consulting \$8,850
- Status Update - First Set of Recommendations \$15,000

The amended agreement in the amount not to exceed of \$51,850 addresses the following:

- Paragraph 5 is amended to add language indicating that KKF will perform the data entry related to one of the Town's vendors. An additional cost of \$2,000 will be added to the proposed fee of \$26,000 for the analysis of courts, special events and 1 vendor phase.
- Paragraph 7 is amended to add the staff billing classification for Paraprofessional at \$75/hour

RECOMMENDATION:

Administration recommends approval.

Kanter Addendum #2



January 5, 2015

The Honorable Todd Meier Mayor
And the Members of the Town Council
Town of Addison Texas
5300 Belt Line Road
Dallas, Texas 75254-7606

RE: Revision to Addendum #2 dated November 6, 2014 to the Engagement Letter
Dated April 23, 2014

Mayor Meier and Members of the Town Council:

This document will serve to revise Addendum #2 dated November 6, 2014 to the
Engagement Letter Dated April 23, 2014 as follows:

1. Paragraph 5 is amended to add language indicating that Kanter Financial Forensics, LLC. will perform the data entry related to one of the Town's vendors.

Additionally, we recommend that all charges from two vendors be evaluated as to compliance with the terms of those vendor's bids/contracts. We understand, however, that one of those vendors is terminating its relationship with the Town and ceasing operations. Accordingly, the Town's resources can best be spent on, as a preliminary step, the other vendor relationship. This can be accomplished by using a temporary employee, retained and paid for by the Town, to work at the direction of KFF to data enter and accumulate relevant invoices and contract information for that vendor.

In the event that KFF performs the data entry function, an additional cost of \$2,000 will be added to the proposed fees of \$26,000 for the Analysis of Courts, Special Events and 1 Vendor Phase bringing the total for that Phase to \$28,000. KFF will data enter information from the invoices of one vendor (selected by KFF), compare the invoices and charges to applicable contracts and report our findings to the Council. This initial work will become a basis for our recommendations for future retrospective bid and contract evaluations.

2. Paragraph 7 is amended to add the staff billing classification for Paraprofessional:

Our work will be performed in phases, with the Analysis of Courts, Special Events and 1 Vendor phase beginning as soon as practicable. The remaining phases will be performed upon the Town's completion of its physical inventory. The above estimates include a written report and presentation to the Council as well as coordination meetings with the Finance Committee. We will perform our work at the following hourly rates:

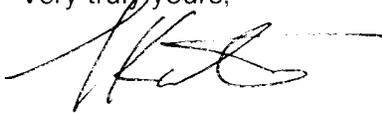
<i>Managing Director</i>	\$295
<i>Professional Staff</i>	\$195
<i>Paraprofessional Staff</i>	\$ 75

3. Paragraph 8 is amended to increase the total "not to exceed amount from \$49,850 to \$51,850.

All other terms and provisions of our Engagement Letter dated April 23, 2014 and Addendum #2 dated November 6, 2014 to the Engagement Letter Dated April 23, 2014 remain in full force and effect.

If this meets with your approval, please sign and date one copy of this letter in the space provided.

Very truly yours,



Larry Kanter, CPA/CFF, CFE
Managing Director

Agreed and Accepted

Todd Meier, Mayor
Town of Addison
Authorized Representative

Date

Combined Meeting

R2g

Meeting Date: 01/13/2015

Department: Finance

Council Goals: Mindful stewardship of Town Resources.
COSO Initiative

AGENDA CAPTION:

Approval of and authorizing the City Manager to award a contract to Records Consultant, Inc for the inventory of all rolling stock and tactical weaponry for an amount not to exceed \$12,950.

FINANCIAL IMPACT:

Funding is budgeted for a not to exceed amount of \$12,950, and will be budgeted in the Council Projects Department. Because this item was not budgeted in the FY14-15 budget, it will require a budget amendment for this amount.

BACKGROUND:

As part of the on-going internal control financial review, the Town recently completed the RFP process to select the most qualified vendor to performed an inventory on specific assets. This inventory will consist of capital assets: Property, Plant and Equipment, Vehicles, Computers and related Electronic Equipment and Consumables with an original unit cost of \$5,000 or greater (including all costs enabling the item into operation, such as freight, installation and accessories). Also included are bulk purchases of the items listed above where the total original costs exceed \$25,000.

RECOMMENDATION:

Administration recommends approval. This is a COSO initiative.

Attachments

Bid Tabulation Form



15-08 Fixed Asset Inventory Bid Opening

December 2, 2014 | 2:00pm

Finance Building 5350 Belt Line Road, Dallas TX 75254

Bidder	Base Bid Total
RCI Consultants, Inc	\$12,950.00

Combined Meeting

R2h

Meeting Date: 01/13/2015

Department: Finance

Council Goals: Mindful stewardship of Town Resources.
COSO Initiative

AGENDA CAPTION:

Approval of and authorizing the City Manager to execute a contract with Dunbar for cash manager safes for an amount not to exceed \$16,451.64.

FINANCIAL IMPACT:

Funding is budgeted for a not to exceed amount of \$16,451.67, and will be budgeted in the Finance Department. Because this item was not budgeted in the FY14-15 budget, it will require a budget amendment for this amount.

BACKGROUND:

As part of our ongoing efforts to implement the "COSO" framework for smaller public companies, Finance has identified a comprehensive cash management solution with Dunbar Cash Manager Safes. This will strengthen our internal controls over the cash handling process at the various locations.

RECOMMENDATION:

Administration recommends approval. This is a COSO initiative.

Attachments

Cash Manager Safes



Cash Manager Safes

Ongoing Costs

Contract Duration (years)

Monthly Price*

of Vaults

of Pickups

Annual Total

One-Time Costs

Security Cameras

Purchase Price

Annual Total

FY 2015 Total

Loomis - 2500	
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	<i>Buy</i>	<i>Lease</i>
Contract Duration (years)	-	5
Monthly Price*	\$ -	\$ 533.92
# of Vaults	-	3
# of Pickups	-	1
Annual Total	\$ -	\$ 19,221.12

Security Cameras	\$ -	\$ 125,000.00
Purchase Price	\$ -	\$ -
Annual Total	\$ -	\$ 125,000.00

FY 2015 Total	\$ -	\$ 144,221.12
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Dunbar - 1200 w/EZChange Coin Valet	
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	<i>Buy</i>	<i>Lease</i>
Contract Duration (years)	5	5
Monthly Price*	\$ 327.42	\$ 456.99
# of Vaults	3	3
# of Pickups	1	1
Annual Total	\$ 11,787.12	\$ 16,451.64

Security Cameras	\$ -	\$ -
Purchase Price	\$ 5,683.00	\$ -
Annual Total	\$ 5,683.00	\$ -

FY 2015 Total	\$ 17,470.12	\$ 16,451.64
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Dunbar - 2400 w/EZChange Coin Valet	
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	<i>Buy</i>	<i>Lease</i>
Contract Duration (years)	5	5
Monthly Price*	\$ 350.80	\$ 529.78
# of Vaults	3	3
# of Pickups	1	1
Annual Total	\$ 12,628.80	\$ 19,072.08

Security Cameras	\$ -	\$ -
Purchase Price	\$ 7,850.00	\$ -
Annual Total	\$ 7,850.00	\$ -

FY 2015 Total	\$ 20,478.80	\$ 19,072.08
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*Includes fuel for 1 pickup/week

Combined Meeting

R3

Meeting Date: 01/13/2015

Department: Special Events

Council Goals: Fully integrate the Arts as part of our brand

AGENDA CAPTION:

Discussion, consider and take action approving and authorizing the City Manager to execute a contract for services with Shakespeare Dallas for Addison's sponsorship of Shakespeare in the Park in Addison Circle Park in October 2015 and October 2016 in the amount of \$46,500 annually.

FINANCIAL IMPACT:

Funding Source: Hotel Fund

Amount:

\$46,500 for 2015 - \$15,500 payable in FY15 and \$31,000 payable in FY16

\$46,500 for 2016 - \$15,500 payable in FY16 and \$31,000 payable in FY17

BACKGROUND:

Founded in 1971, Shakespeare Dallas offers North Texas residents a unique opportunity to experience Shakespeare in a casual park setting, as well as providing cultural and educational programs to audiences of all ages. Addison has partnered with Shakespeare Dallas to present Shakespeare in Addison Circle Park for the past fifteen years. Through this association, we have been able to enhance Addison's reputation as a quality events and artistic performance. Attendance has averaged 4,343 over the past five years. King Lear will be presented in October 2015.

The Town's funding of Shakespeare Dallas has been at \$46,500 for the past six years; however production expenses continue to increase at an average of 10% for the past several years. Shakespeare has requested funding for the 2015 and 2016 productions be increased by \$5,000 annually. Staff recommends we waive the Park rental and electrical fees (\$5,000) in lieu of the additional sponsorship fee.

RECOMMENDATION:

Administration recommends approval.

Attachments

Shakespeare 2015-2016 Presentation

Shakespeare Contract

Shakespeare

D A L L A S

presents

Shakespeare in the Park



History of Shakespeare in the Park

- Began in 1971 as a summer Shakespeare Festival located in Dallas.
- Expanded to include a second summer show in 1973.
- Summer performances added in the Town of Addison, as well as Dallas, in 2001.
- In 2005, Shakespeare Dallas and the Town of Addison partner to create a fall season of Shakespeare in the Park, adding a third title to the season.



2015 Season

In celebration of the upcoming 11th year of the fall season, Shakespeare's great tragedy, **King Lear** will be presented starring international performance artist Fred Curchack in the title role.

Fred Curchack has created over seventy original ensemble theatre pieces and twenty-six solos. His performances have been featured at dozens of international theatre festivals. He has received the Gold Medal at the International Festival of Solo Theatre, the American Theatre Wing Award and critics' awards in L.A., S.F., Dallas and Austin. Fred's work has been "Best of the Week" in the L.A. Times, "Top Ten of the Year" in The New York Times, "Top Ten of the Decade" in the Austin Chronicle, and in the "Top Ten of All Time" in The Dallas Morning News.



Community Impact



Community Impact

- Due to popular demand, Shakespeare in the Park expanded from 5 performances to 10 performances at Addison Circle Park in 2009.
- Fall Season attendance numbers at Addison Circle Park:
 - *Julius Caesar* (2009)- 3,796 attendees
 - *The Two Gentlemen of Verona* (2010)- 3,846 attendees
 - *Hamlet* (2011)– 6,913 attendees
 - *Macbeth* (2012)- 4,979 attendees
 - *The Winter's Tale* (2013)- 2,712 attendees*
 - *Antony and Cleopatra* (2014)- 3,267 attendees*

* Denotes years with bad weather



Community Impact

Audience Demographic Highlights:

- Age: Comparable to the general population.
70% between the ages of 26 and 55
- Education: Over 80% have a 4-year college degree; 40% have a graduate degree
- Income: 60% have an annual household income of approximately \$75,000
- Marital Status: 52% married, 33% single (never been married), 11% divorced, 4% “other”
- Race: 73% White, 10% African American, 8% “other”, 6% Hispanic, 3% Asian



Community Impact

Marketing Impressions

- *Julius Caesar* (2009)- 850,000 impressions
- *The Two Gentlemen of Verona* (2010)- 850,000 impressions
- *Hamlet* (2011)– 1,500,000 impressions
- *Macbeth* (2012)- 1,500,000 impressions
- *The Winter's Tale* (2013)- 2,850,000 impressions
- *Antony and Cleopatra* (2014)- 2,850,000 impressions



Community Impact

In the Press:

"As with Shakespeare's Egyptian queen, age cannot wither *Antony and Cleopatra*. Shakespeare Dallas' handsome production of the Bard's great tragedy offers a compelling look at a seesawing battle between cunning and passion."

- Nancy Churnin, The Dallas Morning News

"Shakespeare Dallas' *Macbeth* is best where the play is greatest. A new version is always welcome, however, when it looks and sounds as good as this one and has stars like Chris Hury and Joanna Schellenberg." -

Lawson Taitte, The Dallas Morning News

"Shakespeare Dallas' *Hamlet* has everything going for it. Such all-around excellence in the play usually conceded to be the greatest ever written is way less common that it should be."

- Lawson Taitte, The Dallas Morning News



Community Impact

Return on Investment

- Shakespeare in the Park provides affordable and accessible entertainment with ticket prices benchmarked against a movie ticket with a top price of \$10.
- Patrons are encouraged to bring in their own food and alcohol with most patrons stopping at Addison businesses to make their purchases prior to performance time.



Community Impact

Return on Investment

- Shakespeare in the Park spurs economic development by bringing thousands of attendees to the Town of Addison each season and employing hundreds of artists each year.
- As a meeting place for the community, Shakespeare in the Park engages residents to exercise their empathy, expands cultural experience, and provides high quality entertainment.



Community Impact

Return on Investment

- Each season provides educational opportunities to area schools.
- Hundreds of students receive in-school instruction prior to performances as well as free or discounted tickets to Shakespeare in the Park each season.





Mission Fulfillment

- The mission of Shakespeare Dallas is to make the works of William Shakespeare accessible to all!
- Partnership with the Town of Addison allows us to make Shakespeare accessible to a larger audience in terms of proximity and also guarantees access for students to live classical performance while school is in progress.



Production Overview

YEAR	PRODUCTION	ATTENDANCE	SPONSORSHIP	TOA CPP	SFD FEES PAID	SFD PRODUCTION \$
2009	Julius Caesar	3,796	\$ 46,500.00	\$ 12.25	\$ 5,000.00	\$ 97,310.00
2010	Two Gentlemen of Verona	3,846	\$ 46,500.00	\$ 12.09	\$ 5,000.00	\$ 106,234.00
2011	Hamlet	6,913	\$ 46,500.00	\$ 6.73	\$ 5,000.00	\$ 122,881.00
2012	Macbeth	4,979	\$ 46,500.00	\$ 9.34	\$ 5,000.00	\$ 137,400.00
2013	The Winter's Tale	2,712	\$ 46,500.00	\$ 17.15	\$ 5,000.00	\$ 144,250.00
2014	Antony and Cleopatra	3,267	\$ 46,500.00	\$ 14.23	\$ 5,000.00	\$ 145,335.00
2015	King Lear	TBD	\$ 46,500.00		Waive in lieu of increase	



Shakespeare

D A L L A S

looks forward to continued partnership with the Town of Addison for many years to come!



STATE OF TEXAS
COUNTY OF DALLAS

§
§
§

CONTRACT FOR SERVICES

This Contract for Services (hereinafter referred to as the "Contract" or the "Agreement") is made and entered into as of the _____ day of _____, 2015 by and between the Town of Addison, Texas (the "City") and The Shakespeare Festival of Dallas ("Shakespeare Dallas") for the City's sponsorship of the "Shakespeare in the Park" that is to be held in annually in Addison Circle Park in October 2015 and October 2016 (the City and Shakespeare Dallas are sometimes referred to herein together as the "parties" and individually as a "party").

WITNESSETH:

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

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

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

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

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

I. TERM

The term of this Contract and Agreement shall be from January 1, 2015 through December 31, 2016, subject to the termination provisions of this Contract.

II. SERVICES

A. Shakespeare Dallas shall conduct and present a production entitled "King Lear" (the "Show") within the City on October 1-4 and 7-11, 2015 in accordance and compliance with the terms and conditions hereof and all laws, ordinances, rules, regulations, standards, guidelines, and policies of the City or any other governmental authority having jurisdiction over the Show. The Show shall be conducted within the Bowl area of Addison Circle Park located within the Addison Arts & Events District (the "Show Site").

A similar production will be held in 2016 with dates and production titles (also a "Show" for purposes of this Contract) mutually approved by the City and Shakespeare Dallas no later than November 15, 2015 for the 2016 production.

B. In connection with its conducting and presenting the Show held annually, Shakespeare Dallas shall provide the City with the following:

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

With respect to the banner and advertisement described above, the City shall submit to Shakespeare Dallas the form and content of the same for its review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed. In the event Shakespeare Dallas fails to disapprove (with specific comments regarding the reason(s) for such disapproval) such banner and advertisement within five (5) days after the same is submitted (or resubmitted after modifications, as the case may be) to Shakespeare Dallas, such banner and advertisement shall be deemed approved. The parties agree that the type of banners and advertisement provided for this same or similar event in the Town of Addison in years prior to this Agreement are acceptable.

C. The City shall provide to Shakespeare Dallas the following:

- (a) Compensation as outlined in Section III below (subject, however, to the City's annual budgeting and appropriation of funds to pay such compensation as determined by the City in its sole discretion).
- (b) Display of banner(s) (as approved by the City, in the City's sole discretion, and subject to availability) across Belt Line Road advertising the Show. Such banner(s) shall be supplied by Shakespeare Dallas to the City no later than September 28, 2015 for display on September 29, 2015 through October 12, 2015. Display dates for the 2016 production will be determined by the City by January 1, 2016 for the 2016 production.
- (c) Assistance with marketing and promotions, including but not limited to the following:
 - i. Listing on the City's website (www.addisontexas.net) with link to Shakespeare Dallas' website (www.shakespearedallas.org).
 - ii. Flier (provided by Shakespeare Dallas) insertion in the City's September 2015 and 2016 utility statements, subject to availability and to the City's review and approval.
- (d) Provide Shakespeare Dallas with the Show Site for conducting the Show, provided Shakespeare Dallas has complied with the terms and conditions of this Contract.

III. COMPENSATION

For the operation and provision of the services, projects and programs of Shakespeare in the Park in October 2015 as described herein, the City shall pay Shakespeare Dallas the sum of Forty-Six Thousand, Five Hundred and No/100 Dollars (\$46,500.00). Such sum shall be paid in three installments: the first in the amount of \$15,500.00 payable by February 6, 2015; the second in the amount of \$15,500 payable by October 9, 2015; and the third in the amount of \$15,500 payable upon completion of the Show and Show marketing and performance reports are received by the City.

For the operation and provision of the services, projects and programs of Shakespeare in the Park in October 2016 as described herein, the City shall pay Shakespeare Dallas the sum of Forty-Six Thousand, Five Hundred and No/100 Dollars (\$46,500.00). Such sum shall be paid in three installments: the first in the amount of \$15,500.00 payable by February 5, 2016; the second in the amount of \$15,500 payable by October 7, 2016; and the third in the amount of \$15,500 payable upon completion of the Show and Show marketing and performance reports are received by the City.

Notwithstanding the above or any other provision of this Agreement, all such compensation and any other payments (if any) by the City under this Agreement are subject to the annual budgeting and appropriation of funds by the City to pay such compensation and to make such payments (if any) in its sole and absolute discretion.

IV. ASSUMPTION OF RESPONSIBILITY AND RISK; SHOW CANCELLATION

In connection with the Show and this Contract and for the consideration set forth in this Agreement, **Shakespeare Dallas agrees to assume and does hereby assume all responsibility and liability for any and all damages or injuries of whatsoever kind or**

nature sustained by any person or property, whether real or asserted, by or from the performance of services (as described in subsections A. and B. of Section II, above) hereunder by, or any act or omission of, Shakespeare Dallas, its officials, officers, employees, agents, contractors, subcontractors, concessionaires, invitees, guests, or any other person acting by, through, or under the authority or direction of Shakespeare Dallas (together, "Responsible Parties"). Addison assumes, and shall have, no responsibility for any property placed by the Responsible Parties or any of them on the Show premises or the Show Site, and Shakespeare Dallas hereby RELEASES the City, its elected and appointed officials, its officers, employees, representatives, volunteers, and agents from any and all claims or liabilities of any kind or nature whatsoever for any loss, injury or damages whatsoever to persons or property that are sustained by reason of the occupancy of the Show Site under this Agreement.

Further, for the consideration set forth in this Agreement, Shakespeare Dallas does agree TO AND ASSUME ANY AND ALL RISKS with respect to any loss, harm, injury (including death), accident, incident, action, occurrence or activity which may occur in connection with the Show, and does hereby RELEASE, WAIVE, ACQUIT, AND FOREVER DISCHARGE the Town of Addison, Texas and the elected and appointed officials, the officers, employees, agents, 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 and appointed officials, the officers, employees, agents, representatives, and volunteers of the Town of Addison being each an "Addison Person" and collectively the "Addison Persons") from, and do COVENANT NOT TO SUE the Addison Persons (or any of them) for, any and all claims, liability, judgments, lawsuits, demands, harm, losses, damages, proceedings, actions, causes of action, fees, fines, penalties, expenses, or costs (including, without limitation, attorneys fees and court costs) whatsoever for or related to any illness or injury of any kind or nature whatsoever (including, without limitation, death), or any damage to or destruction of any property, or any other harm or loss whatsoever, (collectively, "Claims"), which Shakespeare Dallas or any of its officials, officers, employees, representatives, volunteers, agents, contractors, licensees, or invitees may sustain or suffer in connection with or related to the production and the use and occupancy of the Event Site, INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS WHICH ARISE FROM, OR ARE ALLEGED OR FOUND TO HAVE BEEN CAUSED BY, IN WHOLE OR IN PART, 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. Further, without limiting any other provision of this Contract, Shakespeare Dallas shall DEFEND, INDEMNIFY, AND HOLD HARMLESS the Town of Addison, Texas and all other Addison Persons from any such Claims.

Should the Show be postponed or canceled due to an Act of God, public safety, public welfare consideration, or for any other reason whatsoever, as may be determined by the City in its sole discretion and opinion, Shakespeare Dallas hereby RELEASES the City, its officials, officer, employees and agents from any and all liability and claims for damages (including consequential damages) or injuries of any kind whatsoever which result from such postponement or cancellation. In addition, neither party to this Contract shall be liable for damages caused by delay or failure to perform hereunder when such delay or failure to perform is due to terrorism, fire, acts of God, national emergency, war, civil disorder, labor dispute, inclement weather, any unavoidable casualties, or any causes beyond their respective control.

The provisions of this Section IV shall survive the termination or expiration of this Contract.

IV-A. SHAKESPEARE DALLAS' DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION

A. For the consideration set forth in this Agreement, Shakespeare Dallas covenants and agrees to FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS the Town of Addison, Texas and the elected and appointed 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 and appointed officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas being each an "Addison Person" and collectively the "Addison Persons"), from and against any and all claims, liability, 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 City or any other Addison Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (1) the work and services of Shakespeare Dallas as set forth in subsections A. and B. of Section II of this Agreement, (2) representations or warranties by Shakespeare Dallas under this Agreement, and/or (3) any other act or omission under or in performance of this Agreement by Shakespeare Dallas, or any owner, officer, director, manager, employee, agent, representative, consultant, contractor, subcontractor, licensee, or concessionaire of Shakespeare Dallas, or any other person or entity for whom Shakespeare Dallas is legally responsible, and their respective owners, officers, managers, employees, directors, agents, representatives, consultants, contractors, subcontractors, licensees, and concessionaires (collectively, "Shakespeare Dallas 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, Shakespeare Dallas' 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 Addison Persons' proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss. Likewise, Shakespeare Dallas' 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.

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

C. The provisions of this defense, indemnity, and hold harmless obligation shall survive the termination or expiration of this Agreement.

D. Shakespeare Dallas agrees to reimburse the City for all sums which the City may pay or may be paid on behalf of the City or which the City may be compelled to pay in settlement of any Claims, including without limitation any claim under the provisions of any workers compensation law or other similar law, or under any plan for employee benefits which the City may have or adopt. The provisions of this paragraph shall survive the termination or expiration of this Contract.

V. INSURANCE

Shakespeare Dallas shall carry insurance, throughout the length and term of this Contract, with responsible insurance companies qualified to do business in the State of Texas, in the types and minimum amounts set forth in Section 67-16 of the Code of Ordinances of the City, a true and correct copy of which is attached hereto as Exhibit "B" and incorporated herein (with the addition that the requirement for commercial general liability shall also include coverage for death); provided, however, that the City Manager may waive the requirement of any of such insurance where, in the sole opinion of the Manager, such insurance is not necessary to cover or protect a function or purpose of this Agreement. Certified copies of all such policies shall be delivered to the City no later than September 4 in years 2013, and 2014.

VI. TERMINATION

This Contract may be canceled and terminated by either party hereto for any reason or for no reason upon giving at least thirty (30) days written notice of such cancellation and termination to the other party hereto. Such notice shall be sent certified mail, return receipt requested, and to the most recent address of the party to whom the notice is sent that is shown on the records of the party terminating the Contract. The thirty (30) days period shall commence upon deposit of the said notice in the United States mail and shall conclude at the end of the 30th day following the date of such deposit. Therefore, the thirty-first day (31st) shall be deemed the "termination day" for the purposes of determining any refund that is due to the City.

In the event of such cancellation and termination and if Shakespeare Dallas has failed at the time of such cancellation and termination to provide in each applicable year all of the services set forth herein, Shakespeare Dallas shall promptly refund to the City a portion of funds paid to Shakespeare Dallas under the terms of this Contract in accordance with the following:

A. Regarding the initial payment of \$15,500 (the "initial annual payment") in each applicable year, if the then applicable show (e.g., *King Lear* for 2015) is canceled or this Contract is terminated and the termination day falls during the month of:

February of the applicable year, Shakespeare Dallas shall refund to the City the entire initial annual payment;

March of the applicable year, Shakespeare Dallas shall refund to the City the sum of \$13,562.50;

April of the applicable year, Shakespeare Dallas shall refund to the City the sum of \$11,625.00;

May of the applicable year, Shakespeare Dallas shall refund to the City the sum of \$9,687.50

June of the applicable year, Shakespeare Dallas shall refund to the City the sum of \$7,750.00;

July of the applicable year, Shakespeare Dallas shall refund to the City the sum of \$5,812.50;

August of the applicable year, Shakespeare Dallas shall refund to the City the sum of \$3,875.00;

September of the applicable year, Shakespeare Dallas shall refund to the City the sum of \$1,937.50.

B. Regarding any payment by the City under or pursuant to this Contract following the initial annual payment, if the then applicable show is either not performed or not performed on all dates set forth in this Contract, or if this Contract is terminated following the making of any such payment, Shakespeare Dallas shall refund to the City a portion of such payment equal to (i) the number of shows not performed, (ii) divided by the number of shows which should have been performed pursuant to this Contract, (iii) times the amount of such payment. For example:

(1) if the City has paid the sum of \$15,500.00 following the initial annual payment, and if the applicable show for 2015 (*King Lear*) is canceled in its entirety so that none of the performances set forth in this Contract (9 of them as set forth in Section II.A. of this Contract) are given, Shakespeare Dallas shall refund to the City the sum of as follows: 9 shows not performed / 9 shows that should have been performed X (times) \$15,500.00, or \$15,500.00.

(2) if the City has paid the sum of \$15,500.00 following the initial annual payment, and if the applicable show for 2015 (*King Lear*) is canceled in part so that only 4 of the performances set forth in this Contract (9 of them as set forth in Section II.A. of this Contract) are given, Shakespeare Dallas shall refund to the City the sum of as follows: 5 shows not performed / (divided by) 9 shows that should have been performed X (times) \$15,500.00, or \$8,611.11.

All refund or repayments shall be made not later than ten (10) days following demand by the City for the same or on the last day of the month that encompasses the termination day, whichever day occurs sooner. This refund or repayment obligation shall survive the termination or expiration of this Contract.

VII. CONFLICT OF INTEREST

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

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

VIII. ACCOUNTING

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

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

Shakespeare Dallas shall maintain complete and accurate financial records of all of its revenues, including, without limitation, expenditure of revenue received pursuant to this Contract. By the thirtieth (30th) day after the close of the Show, Shakespeare Dallas shall provide the City a detailed financial report for the Show, in form and content acceptable to the City, listing the expenditures made by Shakespeare Dallas of the funds paid to Shakespeare Dallas under this Agreement. The City shall have the right to audit the books and records of Shakespeare Dallas relating to this Contract and the services provided by Shakespeare Dallas hereunder upon providing Shakespeare Dallas with ten (10) days prior notice thereof, and for that purpose Shakespeare Dallas shall provide all of such books and records for such audit at its offices located at the address set forth below in Section XX, Notices.

IX. INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between the City and Shakespeare Dallas is that of independent contractor, and the City and Shakespeare Dallas by the execution of this Contract do not change the independent status of Shakespeare Dallas. No term or provision of this Contract or action by Shakespeare Dallas in the performance of this Contract shall be construed as making Shakespeare Dallas the agent, servant or employee of the City, and nothing herein shall be construed to create a partnership, joint venture, joint enterprise, or agency relationship between the parties hereto.

X. NON-ASSIGNABILITY

Shakespeare Dallas may not and shall have no authority to assign, transfer, sell, pledge, or otherwise convey this Contract or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City. Any such assignment, transfer, sale, pledge, or other conveyance in violation hereof shall entitle the City to immediately terminate this Contract, and upon such termination all funds paid to Shakespeare Dallas shall be promptly reimbursed to the City.

XI. NO PARTNERSHIP OR JOINT VENTURE

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

XII. COPYRIGHT; MARKS

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

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

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

XIII. NON-DISCRIMINATION

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

XIV. LEGAL COMPLIANCE

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

XV. APPLICABLE LAWS

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

XVI. VENUE

Venue for any action or claim brought on or under this Contract shall lie exclusively in Dallas County, Texas.

XVII. COUNTERPARTS

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

XVIII. GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Texas, without regard to choice of law rules of any jurisdiction.

XIX. NO WAIVER; SURVIVABILITY; NO THIRD PARTY BENEFICIARIES

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

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

XX. NOTICES

All notices, communications and reports, required or permitted under this Contract shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and Shakespeare Dallas agree to provide the other with written notification within five (5) days, if the address, provided below, is changed. Mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the fifth (5th) day after mailing.

The City's address:

Assistant City Manager
Town of Addison

Shakespeare Dallas' address:

Executive and Artistic Director
Shakespeare Dallas

Post Office Box 9010
Addison, Texas 75001-9010

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

XXI. LEGAL CONSTRUCTION; SEVERABILITY

The terms of this Contract are severable, and if any article, clause, paragraph, section or other portion of this Contract shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Contract shall remain in full force and effect and the parties shall be deemed to have contracted as if said clause, section, paragraph or portion had not been in the Contract initially. In lieu of any such illegal, unlawful, unconstitutional, or void provision, the parties shall seek to negotiate the addition to this Agreement of another provision that would be permitted that is as close to the intent of the original provision as possible.

This Agreement is the joint product of Shakespeare Dallas and the City, and each provision has been subject to the mutual consultation, negotiation, and agreement of Consultant and Client, and will not be construed for or against any party. Article and section headings are for convenience only and shall not be used in interpretation of this Agreement. For purposes of this Agreement, "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.

XXII. AUTHORITY TO EXECUTE CONTRACT

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

XXIII. ENTIRE AGREEMENT

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

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

TOWN OF ADDISON, TEXAS

**THE SHAKESPEARE FESTIVAL OF
DALLAS**

By: _____
Chris Terry, Assistant City Manager

By: _____

Its: _____

Combined Meeting

R4

Meeting Date: 01/13/2015

Department: Infrastructure- Development Services

Council Goals: N/A

AGENDA CAPTION:

Discussion, consider and take action regarding an appointment to the Board of Zoning Adjustment.

FINANCIAL IMPACT:

N/A

BACKGROUND:

Lori Ward's third and final term on the Board of Zoning Adjustment expired on December 11th. This appointment belongs to Council Member DeFrancisco.

RECOMMENDATION:

Combined Meeting

R5

Meeting Date: 01/13/2015

Department: Infrastructure- Development Services

Council Goals: N/A

AGENDA CAPTION:

Presentation and discussion of the Planning and Zoning Commission Annual Report for 2014 by Planning and Zoning Chairman, Ralph Doherty.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

Combined Meeting

R6

Meeting Date: 01/13/2015

Department: Infrastructure- Development Services

Council Goals: Create and implement a Comprehensive Land Use/Revitalization Plan

AGENDA CAPTION:

Presentation and discussion regarding the status of zoning changes and development projects approved in 2014.

FINANCIAL IMPACT:

N/A

BACKGROUND:

The City Council approved 25 zoning cases in 2014. The attached spreadsheet and case map provide a summary of the approved projects and a status update for each.

RECOMMENDATION:

Attachments

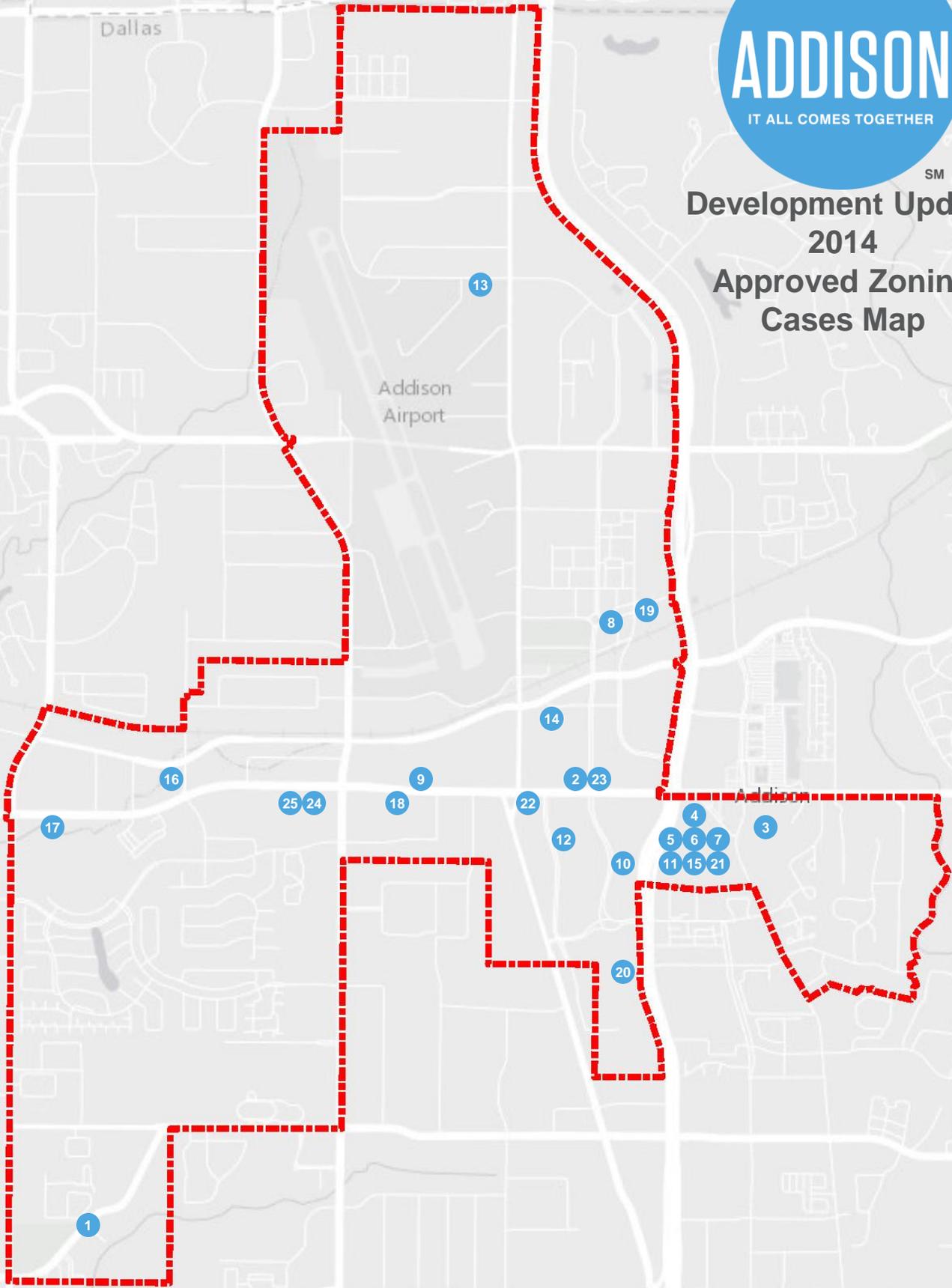
2014 Development Update



SM
Development Update
2014
Approved Zoning
Cases Map

Dallas

Addison
Airport



Development Update 2014

Case	Name	Address	Request	Approval Date	Current Status	
1	1680-SUP	The Market Hall	3990 Vitruvian Way	Special Use Permit for a convenience store, restaurant, and sale of beer and wine for off-premises consumption	1/14/2014	Building plans currently being reviewed by staff. Anticipate opening in Q1 2015
2	1681-SUP	TGI Fridays	4951 Belt Line Road	Special Use Permit for a restaurant and SUP for the sale of alcoholic beverages for on-premises consumption only	1/14/2014	Open
3	1683-SUP	Vernon's Gastropub	5290 Belt Line Road, Suite 142	Request to amend Ordinance 012-040, Section 2, Paragraph 9, which amended Ordinance 087-001, in order to delete a Special Condition from Section 2, Paragraph 9 prohibiting the use of any terms or graphic depictions which relate to alcoholic beverages in any exterior signs in order to allow for use of the term "gastropub" in exterior signage.	1/14/2014	New signage has been installed.
4	1682-SUP	Hopdoddy Burger Bar	5100 Belt Line Road, Suite 502	Special Use Permit for a restaurant and SUP for the sale of alcoholic beverages for on-premises consumption only	1/14/2014	Open
5	1684-SUP	NHS Restaurant	5100 Belt Line Road, Suite 795	Special Use Permit for a restaurant and SUP for the sale of alcoholic beverages for on-premises consumption only	2/11/2014	Open
6	1685-SUP	Yard House	5100 Belt Line Road, Suite 212	Special Use Permit for a restaurant and SUP for the sale of alcoholic beverages for on-premises consumption only	3/11/2014	Open
7	1686-SUP	RA Sushi	5100 Belt Line Road, Suite 216	Special Use Permit for a restaurant and SUP for the sale of alcoholic beverages for on-premises consumption only	3/11/2014	Open
8	1687-SUP	Taco Borracho	5004 Addison Circle	Special Use Permit for a restaurant and SUP for the sale of alcoholic beverages for on-premises consumption only	3/11/2014	Open
9	1688-SUP	Brick House	4535 Belt Line Road	Special Use Permit for a restaurant and SUP for the sale of alcoholic beverages for on-premises consumption only	4/8/2014	Applicant finalizing transition process. Building plans submittal expected in Q1 2015.
10	1689-Z	Marriott Hotel	14901 Dallas Parkway	Amendment to PD 566 and to an existing SUP for a hotel in order to add a Ball Room	4/8/2014	Complete
11	1690-SUP	AMC Movie Theatre	5100 Belt Line Road	SUP for the sale of alcoholic beverages for on-premises consumption only	5/13/2014	Open
12	1691-SUP	Holiday Inn Express	14920/30 Landmark Blvd	Special Use Permit for a hotel	5/13/2014	Applicant is anticipating building plans submittal in Q1 of 2015 and to break ground in Q2 of 2015 in anticipation of opening in mid-2016.

Case	Name	Address	Request	Approval Date	Current Status
13	1692-Z	Westgrove Air Plaza I	4570 Westgrove Drive	Amendment to PD for new façade	5/13/2014 Lease negotiations are being finalized. Construction will commence quickly afterward that.
14	1694-SUP	Hyatt House	4900 Edwin Lewis Drive	Special Use Permit for a restaurant and SUP for the sale of alcoholic beverages for on-premises consumption only	6/10/2014 Complete
15	1695-SUP	Verts	5100 Belt Line Road Suite 410A	Special Use Permit for a restaurant and SUP for the sale of alcoholic beverages for on-premises consumption only	6/10/2014 Open
16	1697-SUP	Bitter Sisters Brewing Company	15103 Surveyor Blvd	Special Use Permit for a microbrewery	7/8/2014 Construction complete. The applicant anticipates opening to the public in the next few months.
17	1698-SUP	Ramen Hakata	3714 Belt Line Road	Special Use Permit for the sale of alcoholic beverages for on-premises consumption only	7/8/2014 Open
18	1699-SUP	Chuy's Mexican Food	4440 Belt Line Road	Amendment to an existing Special Use Permit for a Restaurant and an Amendment to an existing Special Use Permit sale of alcoholic beverages for on-premises consumption only	7/8/2014 Complete
19	1700-SUP	Union Park	5076 Addison Circle	Amendment to an existing Special Use Permit for a Restaurant and an Amendment to an existing Special Use Permit sale of alcoholic beverages for on-premises consumption only	8/12/2014 Open
20	1702-Z	Tollway Center	14300 Dallas Parkway	Planned Development District for a 200,000 square foot office building	12/9/2014 Building Plans submittal expected Q1 of 2015 with construction planned for completion by mid-2016.
21	1703-SUP	The Lazy Dog	5100 Belt Line Road, Suite 500	Amendment to an existing Special Use Permit for a Restaurant and an Amendment to an existing Special Use Permit sale of alcoholic beverages for on-premises consumption only	10/14/2014 Construction underway. Anticipated opening in Summer 2015.
22	1704-SUP	ZuZu's Handmade Mexican Food	4866 Belt Line Road	Amendment to an existing Special Use Permit for a Restaurant and an Amendment to an existing Special Use Permit sale of alcoholic beverages for on-premises consumption only	10/14/2014 Complete
23	1705-SUP	Ida Claire	5001 Belt Line Road	Special Use Permit for a restaurant and SUP for the sale of alcoholic beverages for on-premises consumption only	12/9/2014 Plans currently being reviewed by staff.
24	1706-SUP	Snuffers	4180 Belt Line Road	Special Use Permit for a restaurant and SUP for the sale of alcoholic beverages for on-premises consumption only	12/9/2014 Demolition work currently underway. Awaiting building plan submittal.
25	1707-SUP	Taqueria La Ventana	4180 Belt Line Road	Special Use Permit for a restaurant and SUP for the sale of alcoholic beverages for on-premises consumption only	12/9/2014 Demolition work currently underway. Awaiting building plan submittal.

Combined Meeting

R7

Meeting Date: 01/13/2015

Department: Infrastructure- Development Services

Council Goals: N/A

AGENDA CAPTION:

Presentation and discussion regarding the Addison zip code project to establish a uniform zip code (75001) throughout Addison.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

Attachments

Addison Zip Code Presentation



SM

750001



ZIP CODE PROJECT

- Communication Campaign
 - Letter From the Town
 - Mailed Friday, January 23rd
 - Volunteers Coordination Meeting
 - Monday, January 26th 6:00pm at Town Hall
 - Door Knocking
 - Weekend of January 31st/February 1st
 - Reminder Post Cards
 - Mailed February 2nd
 - Yard Signs
 - February 2nd-13th

Combined Meeting

R8

Meeting Date: 01/13/2015

Department: Human Resources

Council Goals: Continue to attract, hire, develop, and retain great employees

AGENDA CAPTION:

Presentation and update regarding health insurance enrollments for calendar year 2015 and Fiscal Year 2014/2015 employee compensation adjustments.

FINANCIAL IMPACT:

N/A

BACKGROUND:

Compensation

Council was provided a detailed breakdown by employee that reflects the pay for performance increase and market adjustments that were awarded.

The pay for performance increase was awarded to eligible employees based on their performance.

After the pay for performance increase was awarded, if an employee's pay was not where it should be based on the market comparison that was completed by Public Sector Personnel Consultants, a market adjustment was then applied.

The average pay for performance increase across all employees was 3%.

The average total increase (which includes the pay for performance and market adjustment increase) across all employees was 7%.

Health Insurance Enrollment

In addition to answering any questions Council may have regarding the compensation spreadsheet, staff wanted to also provide a high level update to Council on the insurance enrollment of Town employees in the new health care plan offered by Aetna.

Background

As presented to Council during the work session presentation on Monday, November 17, 2014, the Town has offered Blue Cross/Blue Shield Medical insurance since 2004. In addition, some of the information that was shared included the following:

- Employee only coverage was provided at no cost to employees.
- The Blue Cross Blue Shield plan included a dual option PPO and HMO plan for employees to choose from.
- Approximately 50% of all employees (130) were enrolled in the HMO plan.
- The majority of the high cost utilization had been under the HMO plan.

For calendar year 2015, Blue Cross presented a 19.5% renewal increase over the Town's current rate which would have been an increase of approximately \$582,000.

Therefore, based on the recommendation of the Town's benefits committee which includes, two Council liaisons, Council member Moore and Council member DeFrancisco, and 10 employees from across the organization, an RFP was released for a new health care provider. Based on responses and the recommendation of the committee and their work in developing a long term philosophy to make a gradual

transition to a more sustainable plan for Town, employees and their dependants, staff recommended and Council approved Aetna as the Town's new health insurance carrier for 2015.

This recommendation included eliminating the HMO option and adopting a dual option plan which included a PPO and Health Savings Account option (HSA).

In addition, for the first time employees would contribute towards employee only cost for health insurance.

- \$5.00 per pay period for the proposed HSA plan
- \$7.50 per pay period for PPO coverage

Education

In recognition of the health savings account offering being a radical shift from the HMO option, staff spent a great deal of time focusing on educating all employees. This education process started long before the open enrollment process. During the early summer months of 2014, based on the recommendation of the benefits committee to ensure that employees knew about the various types of coverage options available on the market, specifically the health savings account, there were several educational sessions offered by the Town and presented by our benefits consultant.

Also, to minimize the financial impact for those employees if they decided to elect the health savings account, the rate structure for the health savings account was created to mirror the same rates that were offered under the HMO option. Again this was to support and encourage a seamless transition.

In addition, during the open enrollment process, 13 mandatory open enrollment educational sessions were conducted where representatives from Aetna and our benefits consultant, continued to educate employees on health savings accounts. Lastly, based on Council approval at the November 17th work session, seeding monies were offered to encourage and support employees in establishing a health savings account if they in fact selected the health savings account.

The seeding amounts that were developed by the benefits committee are as follows:

- \$500 – employee only
- \$700 – employee + spouse
- \$600 – employee + child
- \$850 - family

Listed below is the breakdown of the projected enrollment in comparison to the actual 2015 employee enrollment.

2015 Aetna Projected Enrollment

	Lives	Employer Contribution	Employee Contribution	Total Cost
Health Savings Account Enrollment				
Employee Only	58	\$474.19	\$10.00	\$484.19
Employee/Spouse	14	\$867.33	\$438.60	\$1,305.93
Employee/Child	25	\$722.22	\$269.48	\$991.71
Family	35	\$1,017.01	\$612.93	\$1,629.94
PPO				
Employee Only	94	\$592.51	\$15.00	\$607.51
Employee/Spouse	10	\$1,105.25	\$533.31	\$1,638.56
Employee/Child	7	\$914.92	\$329.39	\$1,244.30
Family	16	\$1,301.53	\$743.58	\$2,045.10
Annual	259	\$2,247,288	\$670,271	\$2,917,559

2015 Aetna Actual Enrollment

	Lives	Employer Contribution	Employee Contribution	Total Cost
Health Savings Account				
Employee Only	6	\$474.19	\$10.00	\$484.19
Employee/Spouse	2	\$867.33	\$438.60	\$1,305.93
Employee/Child	0	\$722.22	\$269.48	\$991.71
Family	4	\$1,017.01	\$612.93	\$1,629.94
PPO				
Employee Only	134	\$592.51	\$15.00	\$607.51
Employee/Spouse	17	\$1,105.25	\$533.31	\$1,638.56
Employee/Child	44	\$914.92	\$329.39	\$1,244.30
Family	39	\$1,301.53	\$743.58	\$2,045.10
Annual	246	\$2,374,194	\$695,495	\$3,069,689

Also, included below is the financial impact, which includes the financial projection presented to Council during the November 17th presentation and the updated financial impact which reflects a **budget savings of \$153,006**.

	Projection	Actual	Variance
FY14/15 Budget for Medical/Dental/Life Insurance	\$2,760,000	\$2,760,000	None
Cost of Medical Insurance –Aetna	\$2,240,000*	\$2,374,194	(\$134,194)
Seeding of Health Accounts	\$93,000	\$7,800	\$85,200
Cost of Dental and Life Insurance	\$ 225,000	\$225,000	None
Estimated Savings	\$ 202,000	\$153,006	\$48,994

While the Town continues to realize significant savings, staff would like to continue its education and wellness efforts through their work with the benefits committee to enhance savings.

RECOMMENDATION:

Attachments

Open Enrollment Flyer

OPEN ENROLLMENT

November 24th - December 5th

The Town is moving to a new health care provider (**Aetna**) and new plan design options (**PPO & HSA**)!

Please attend one of the informational sessions below:

November 24th – Jury Room

10:00 AM & 2:00 PM

November 25th – Fire Training Room

10:00 AM & 2:00 PM

December 2nd – Service Center

7:00 AM, 10:00 AM, 2:30 PM

December 3rd – Conference Centre

8:30 AM, 11:00 AM, 2:00 PM

December 4th – Conference Centre

8:30 AM, 11:00 AM, 2:00 PM

Attendance is mandatory.



Human Resources Department
Addison Service Center
16801 Westgrove Drive

For more information contact Andrew Fortune, Human Resources Intern
afortune@addisontx.gov or 972.450.2839

Combined Meeting

R9

Meeting Date: 01/13/2015

Department: Infrastructure- Development Services

Council Goals: Infrastructure improvement and maintenance

AGENDA CAPTION:

Presentation and discussion concerning the findings of the Addison Road Pavement study and analysis.

FINANCIAL IMPACT:

Funding for this project was appropriated in the FY15 budget.

BACKGROUND:

Addison Road was originally constructed in 1979 as a four-lane undivided roadway with a total of 8" of asphalt pavement on top of 6" of lime stabilized base material. Addison Road is considered a minor arterial and often sees heavy traffic in many areas. It is the principle point of access to the Airport, Methodist Hospital, Trinity Christian Academy, and Addison Circle Park. Traffic counts conducted in January of 2014 resulted in numbers of approximately 18,000 vehicles per day in certain portions along the project limits.

Over the years, the pavement condition has deteriorated due to a variety of reasons. Many different types of failures can be observed along Addison Road from rutting to cracking. In April of 2014, Council approved an engineering contract with Garver, LLC to perform an engineering analysis, visual inspection, and then provide recommendations for repairs. Garver performed a day-long site visit in July to identify and then quantify the various types of distresses. Garver also performed geotechnical analysis of the existing base and sub-base to determine their state of deterioration. Garver then analyzed all of the data and provided the Town with three alternatives to consider. Alternative 1 consists of full depth repairs on the majority of the fully failed sections of roadway. Alternative 2 combines full depth repairs with some asphalt overlay in specified areas to keep them from continuing to deteriorate. Alternative 3 provides the most complete repair, combining full depth repairs, traditional mill and overlay, and micro-surfacing techniques. The alternatives will be discussed in more detail during the presentation.

RECOMMENDATION:

Administration recommends alternative 3 pending final costs and funding.

Attachments

Addison Road Rehabilitation Presentation



Addison Road Rehabilitation Project

January 13, 2015



Asphalt Road Construction

- HMAC – Hot Mix Asphaltic Concrete
- Aggregate (rock) mixed with binder (asphalt cement)
- Arrives on site at temps between 275 and 300 degrees
- Must be placed “hot”
- Base and subgrade design/preparations are extremely important





Typical Asphalt Road Deficiencies



Alligator Cracking



Raveling



Corrugation



Reflective Cracking



Rutting



Depression



Addison Road Existing Conditions



Raveling and Rutting



Block Cracking and Depression



Depression, Rutting, and Cracking



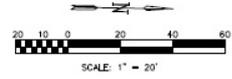
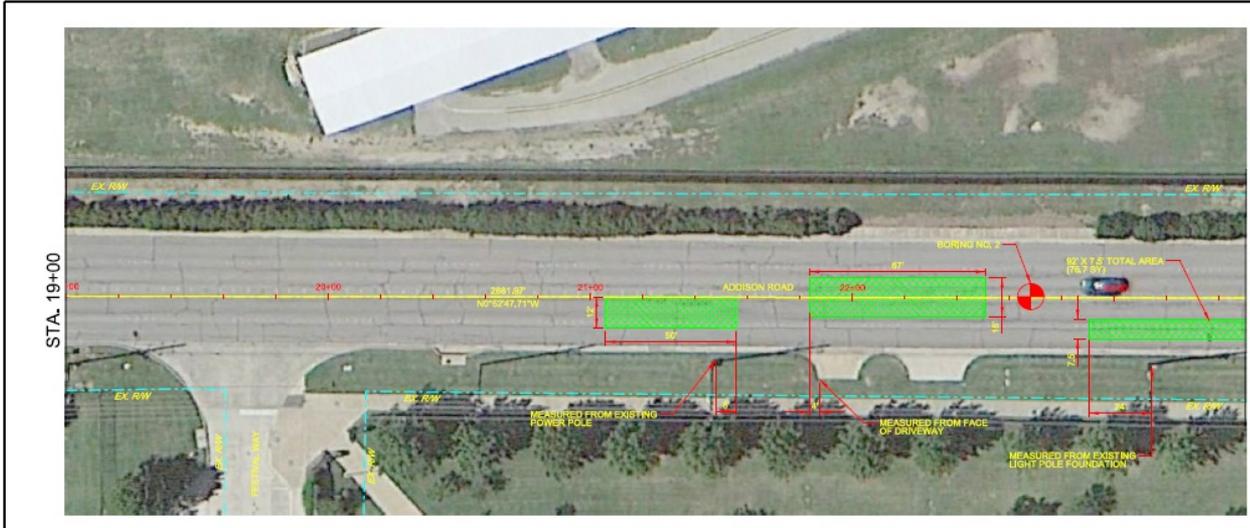
Raveling, Rutting and Severe Cracking



Severe Alligator Cracking



Addison Road Alternatives Alternative 1 – “Spot Repairs”



ALTERNATIVE 1

LEGEND:

	FULL DEPTH HMA REPAIR
	2" MILL AND OVERLAY W/TYPE B HMA SURFACE COURSE

NOTES:

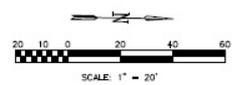
1. THE CENTERLINE ALIGNMENT IS NOT BASED ON ANY SURVEY DATA OR CONTROL, AND IS ONLY FOR INFORMATIONAL PURPOSES.



REGISTRATION NO.
F-5713

PRELIMINARY DESIGN:
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW ONLY. IT IS NOT TO BE USED FOR PERMITS, BIDDING, OR FINAL PURPOSES.

DATE	DESCRIPTION



LEGEND:

	FULL DEPTH HMA REPAIR
	2" MILL AND OVERLAY W/TYPE B HMA SURFACE COURSE

NOTES:

1. THE CENTERLINE ALIGNMENT IS NOT BASED ON ANY SURVEY DATA OR CONTROL, AND IS ONLY FOR INFORMATIONAL PURPOSES.

65% SUBMITTAL
NOT FOR CONSTRUCTION



TOWN OF ADDISON
ARLINGTON, TX
ADDISON ROAD PAVEMENT LOCAL REPAIRS
ALTERNATIVE 1

ADDISON ROAD PAVEMENT REHABILITATION - PLAN SHEET
STA. 19+00 - STA. 28+00

JOB NO: 14087920
DATE: OCTOBER, 2014
DESIGNED BY: LCL
DRAWN BY: MAM

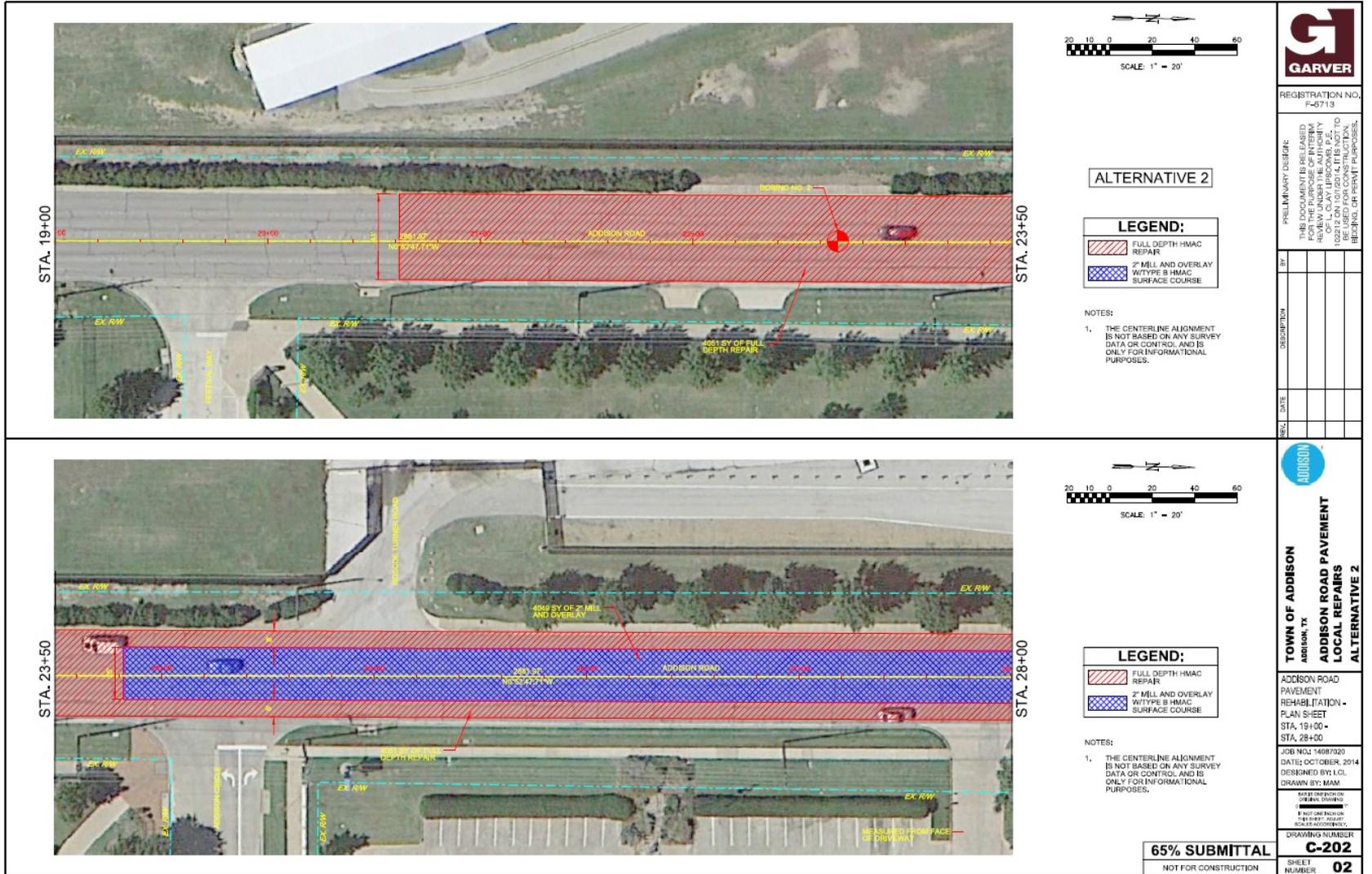
DATE OF REVISIONS:
NO. DESCRIPTION
BY DATE
IF NOT SHOWN INCLUDE THE DATE, DRAWN BY AND CHECKED BY FOR ACCURACY.

DRAWING NUMBER
C-102
SHEET NUMBER
02



Addison Road Alternatives

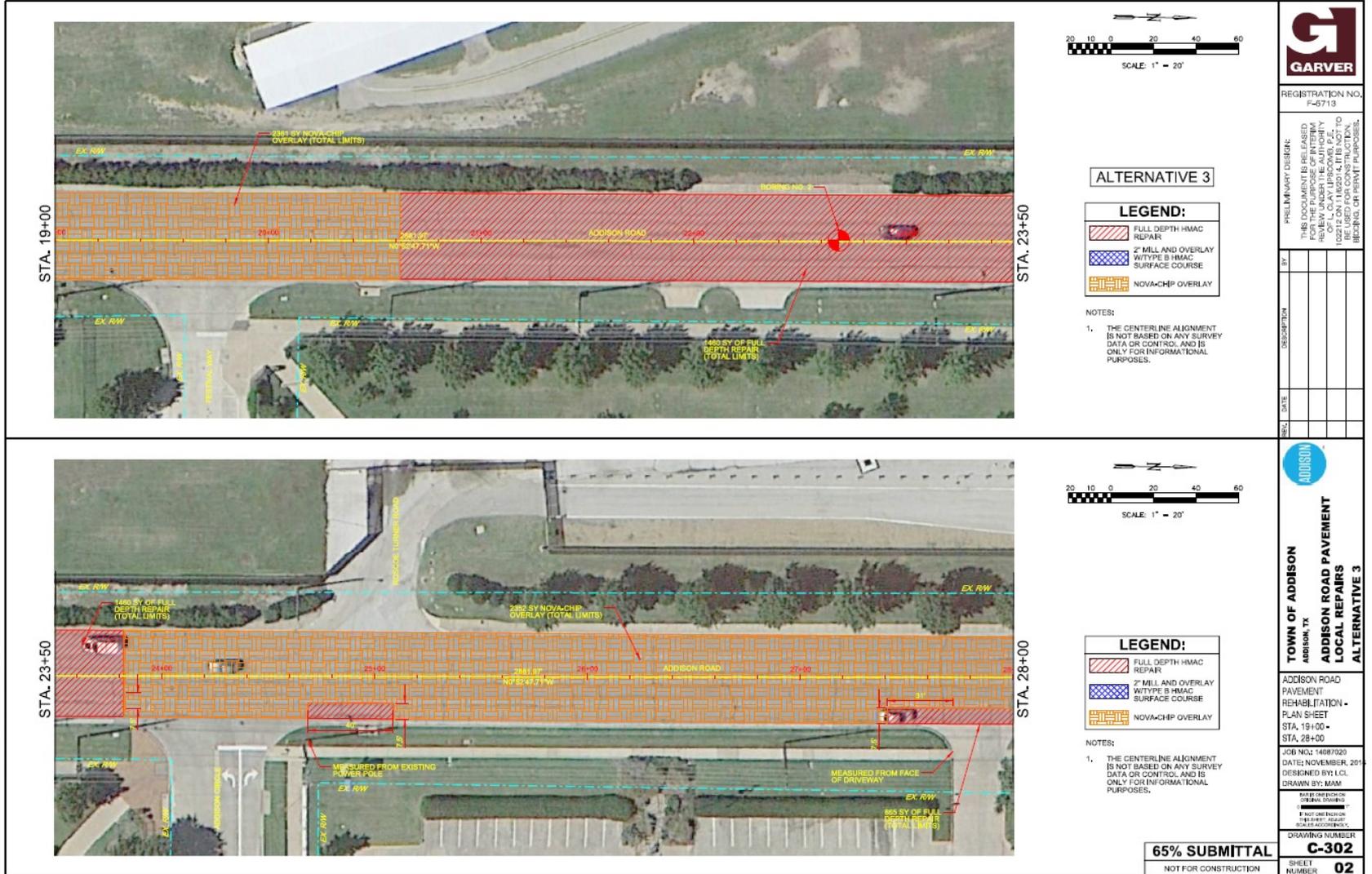
Alternative 2 – Full Depth w/ Overlay



10/22/2014 8:05:22 AM
C:\Users\lcl\Documents\Projects\Addison\Drawings\PlanSheet\14087020_PlanSheet.dwg



Addison Road Alternatives Alternative 3 – Full Depth, Traditional Overlay, and Ultrathin Overlay (Novachip)



11/16/2011 4:51:50 PM
 C:\Users\barry\Documents\Projects\Addison\Drawings\Plan\Sheet\AddisonRoadPavementRehabilitation-C-302_P2_DWG.dwg



Estimated Project Costs

Alternative 1 - Spot Repairs

- Approximate cost – 1 million

Alternative 2 - Full Depth Repairs w/ Traditional Overlay

- Approximate cost – 2 million

Alternative 3 – Full Depth Repairs, Traditional Overlay and Ultrathin Overlay (Novachip)

- Approximate cost – 3 million



QUESTIONS?

Combined Meeting

R10

Meeting Date: 01/13/2015

Department: Infrastructure- Development Services

Council Goals: Infrastructure improvement and maintenance
Implement bond propositions

AGENDA CAPTION:

Presentation and discussion regarding updates on the progress of the Belt Line Utility Relocation and the Addison Water Elevated Storage Tower rehabilitation projects.

FINANCIAL IMPACT:

Funding Source: 2012 Bond Program and Utility Fund Capital Improvement Program.

BACKGROUND:

Staff will provide an update on the progress on the Belt Line Utility Relocation and the Addison Water Elevated Storage Tower rehabilitation projects.

RECOMMENDATION:

Combined Meeting

R11

Meeting Date: 01/13/2015

Department: City Manager

Council Goals: Mindful stewardship of Town Resources.

AGENDA CAPTION:

Discussion, consider and take action regarding an ordinance amending Article IV (Hotel Occupancy Tax) of Chapter 74 (Taxation) of the Code of Ordinances by adding new section 74-108 pertaining to certificates and documentation as may be required by the director of finance from a person required to collect the hotel occupancy tax stating and supporting a qualification for an exemption from or non-imposition of the tax.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

Attachments

Council Memo

Ordinance

Caption:

Discuss, consider, and take action regarding an Ordinance amending the Town's Code of Ordinances by amending Article IV (Hotel Occupancy Tax) of Chapter 74 (Taxation) thereof by adding a new Section 74-108 pertaining to certificates and documentation as may be required by the director of finance from a person required to collect the hotel occupancy tax stating and supporting a qualification for an exemption from or non-imposition of the tax.

Financial Impact:

None.

Background:

The Town levies a hotel occupancy tax on the cost of a sleeping room furnished by a hotel where the cost of occupancy is more than \$2.00 per day. The tax is equal to 7% of the amount paid by the occupant for the room, and an owner, operator, or person controlling a hotel must collect the tax. Section 74-102 of the Code of Ordinances states that the tax is not imposed on an occupant who has the right to use a room in a hotel for at least 30 consecutive days so long as there is no interruption of payment for the period, and this is provided as well by State law. State law also provides other exemptions (e.g., an exemption for the United States).

Section 74-104 of the Code of Ordinances requires that, each month, a person required to collect the tax must file a report with the director of finance that shows (i) the consideration paid for all occupancies in the preceding month, (ii) the amount of the tax collected on the occupancies, and (iii) any other information the director may reasonably require. Section 74-105 of the Code gives the director of finance power to make rules and regulations necessary to effectively collect the tax.

The proposed ordinance would supplement these provisions by providing that the director may require that a person required to collect the tax submit, with a monthly report, a certificate or other documentation that states the qualification for an exemption from or non-imposition of the tax, and that any exemption or non-imposition of the tax must be supported by documentation adopted by the director.

Recommendation:

Staff recommends approval.

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING ARTICLE IV (HOTEL OCCUPANCY TAX) OF CHAPTER 74 (TAXATION) BY ADDING THERETO A NEW SECTION 74-108 PERTAINING TO CERTIFICATES, RECORDS AND/OR DOCUMENTATION AS MAY BE REQUIRED BY THE DIRECTOR OF FINANCE FROM A PERSON REQUIRED TO COLLECT THE HOTEL OCCUPANCY TAX STATING AND SUPPORTING THE QUALIFICATION FOR AN EXEMPTION FROM OR NON-IMPOSITION OF THE HOTEL OCCUPANCY TAX; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas ("City") is a home rule municipality having the full power of local self-government pursuant to its Charter and Article XI, Section 5 of the Texas Constitution; and

WHEREAS, the City levies a hotel occupancy tax as set forth in Article IV (Hotel Occupancy Tax) of Chapter 74 (Taxation) of the City's Code of Ordinances; and

WHEREAS, Chapter 74 requires, among other things, that each person required to collect the hotel occupancy tax must file a monthly report with the Town's director of finance that shows (a) the consideration paid for all occupancies in the prior month, (b) the amount of taxes collected on the occupancies, and (c) other information as the director may reasonably require; and

WHEREAS, Chapter 74 further provides that the director of finance has power to make any rules and regulations necessary to effectively collect the tax; and

WHEREAS, the City Council desires to amend Chapter 74 regarding certificates, records, and/or documentation the City may require to support or substantiate an exemption from the payment of the hotel occupancy tax.

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

Section 1. Incorporation of Recitals. 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 2. Amendment. The Code of Ordinances ("Code") of the Town of Addison, Texas ("City") is hereby amended by amending Chapter 74 (Taxation), Article IV (Hotel Occupancy Tax) thereof by adding thereto a new Section 74-108 to read as follows:

Section 74-108. Certificate, Records.

Without limiting any other provision of this article, in order to effectively collect the tax the director may require, with respect to any exemption from or non-imposition of the tax, that every person required by this article to collect the tax submit with each monthly report described by Section 74-104 a certificate or other documentation required by the director that states the qualification for an exemption or non-imposition, and any exemption or non-imposition of the tax must be supported by documentation adopted by the director.

Section 3. Savings. Except as amended hereby, the Code of Ordinances is not amended. 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 4. Severability.

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

Section 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication as required by law, including but not limited to the City Charter and ordinances.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this ____ day of _____, 2015.

Todd Meier, Mayor

ATTEST:

By: _____
Chelsea Gonzalez, City Secretary

APPROVED AS TO FORM:

By: _____
John Hill, City Attorney

Combined Meeting**R12****Meeting Date:** 01/13/2015**Department:** City Manager**Council Goals:** N/A

AGENDA CAPTION:

Discussion and consideration of any action relating to the appointment of the City Secretary.

FINANCIAL IMPACT:

No financial impact.

BACKGROUND:

The City Secretary position is a Council appointment. Traditionally that position has been filled by a current staff member because the job functions are not full time and the Town is able to fill the position with a more skilled employee. The duties of the City Secretary are to coordinate all the open record requests to ensure that the Town is adhering to all legal requirements; coordinate the elections; manage the Town's documents and record functions; and manage the meeting agendas and minutes functions. In the last several years, the City Secretary function has rotated among the Assistant to the City Manager positions. Matt McCombs has served in this role most recently and Chelsea Gonzalez has served as his back up. In recent months Matt has been assisting several Departments with major initiatives and Chelsea has assumed more of the City Secretary duties. Matt's assistance in these areas will continue. As such, the City Manager is recommending that Council appoint Chelsea Gonzalez as the City Secretary.

RECOMMENDATION:

Administration recommends appointment of Chelsea Gonzalez as City Secretary.
