

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

AGENDA

WORK SESSION OF THE CITY COUNCIL

6:00 P.M.

AND

REGULAR MEETING OF THE CITY COUNCIL

7:30 P.M.

FEBRUARY 12, 2008

TOWN HALL

5300 BELT LINE ROAD

WORK SESSION

Item #WS1 - Discussion regarding the development opportunities in the Town.

Item #WS2 - Discussion regarding Airport Development Update.

Item #WS3 - Discussion regarding Finance Department succession planning.

Item #WS4 - Discussion regarding Addison Information Center and Visitor Services offices.

REGULAR SESSION

Item #R1 - Consideration of Old Business.

Item #R2 - Consent Agenda.

#2a - Approval of the Minutes for:
January 22, 2008, Regular City Council Meeting

Item #R3 - Appointment of a member to the Planning & Zoning Commission.

Don Daseke's first term on the Planning and Zoning Commission expired on August 23, 2007. Mr. Daseke was appointed by Councilmember Braun.

Item #R4- Discussion and consideration of approval of a Resolution approving and authorizing the City Manager to execute a Master Facilities Agreement between the Town of Addison and UDR, Inc., together with limited partnerships related to and controlled by UDR, Inc., regarding the development of certain property within the Town and the Town's participation in, including payment for, the design and construction of public infrastructure improvements within the property, which property comprises approximately 99.176 acres of land and is commonly known as the Brookhaven Club Drive area and which is generally bounded on the north by Spring Valley Road, on the east by the City of Farmers Branch, on the south by Brookhaven Community College and the City of Farmers Branch, and on the west by Marsh Lane.

Attachments:

1. Council Agenda Item Overview
2. Agreement
3. Resolution

Administrative Recommendation:

Administration recommends approval.

Item #R5 - Presentation and briefing on the Town wide WiFi network upgrade by a representative from RedMoon.

Item #R6 - Discussion regarding compliance by the Town regarding communications with TCEQ (Texas Council on Environmental Quality) to meet federal NPDES (National Pollutant Discharge Elimination System) requirements with regard to storm water quality.

1. Storm Water Management Program
-

Item #R7 - Consideration and approval to fund the Cavanaugh Flight Museum sponsorship request in the amount of \$50,000 to assist the Museum in their marketing efforts.

Attachment:

1. Council Agenda Item Overview

Administrative Recommendation:

Administration recommends approval.

Item #R8 - PRELIMINARY PLAT/Thomas Developments Addition. Consideration of approval of a preliminary plat for two lots on 2.1602 acres of land, located at the southeast corner of Keller Springs Road and Midway Road, on application from Thomas A. Spagnola, represented by Mr. Jerry DeFeo.

Attachments:

1. Docket map
2. Staff Report
3. Plat

Administrative Recommendation:

Administration recommends approval.

Item #R9 - Submission of Racial Profiling Report for calendar year 2007.

Attachments:

1. Council Agenda Item Overview
2. Report

Administrative Recommendation:

Administration recommends approval.

Item #R10 - Consideration and approval of an agreement with Del Carmen Consulting, L.L.C., to conduct audits, perform a search study, make recommendations and provide ongoing assessment of racial profiling data relevant to the Texas Racial Profiling Law and prepare the 2008 report.

Attachments:

1. Council Agenda Item Overview
2. Agreement

Administrative Recommendation:

Administration recommends approval.

Item #R11 - Discussion and presentation regarding amended landscape regulations for the Council's review.

Item #R12 - Consideration and approval of a bid to American Landscape Systems, Inc., totaling \$105,641.60 for landscape renovation and tree replacement planting in various parts of town.

Attachments:

1. Council Agenda Item Overview
2. Bid Tabulation

Administrative Recommendation:

Administration recommends approval.

Item #R13 - Consideration and approval of an ordinance granting meritorious exception to Section 62-163, Area of Signs, for Two Rows Restaurant and Brewery located at 17225 Dallas Parkway.

Attachments:

1. Staff Report
2. Application
3. Site Plan

Administrative Recommendation:

Administration recommends approval.

Item #R14 - Consideration and approval of an ordinance granting meritorious exception to Section 62-163, Area of Signs, for Rockhouse Grille located at 4060 Belt Line Road.

Attachments:

1. Staff Report
2. Application
3. Site Plan

Administrative Recommendation:

Administration recommends approval.

Item #R15 - Consideration and approval of a resolution to enter into a joint election agreement and election service agreement in the amount of \$6,000.00 with Dallas County to conduct Addison's Municipal Election on May 10, 2008.

Attachments:

1. Council Agenda Item Overview
2. Resolution
3. Agreement

Administrative Recommendation:

Administration recommends approval.

Item #R16 - Consideration and approval of an ordinance calling for a general election to be held on May 10, 2008, for the purpose of electing three (3) Council members.

Attachments:

1. Council Agenda Item Overview
2. Ordinance

Administrative Recommendation:

Administration recommends approval.

Item #R17 - Consideration and approval of a resolution certifying that the ADA iVotronic v. 8.0.1.0. provided by Election Systems and Software is an accessible voting system that may legally be used in Texas elections.

Attachments:

1. Council Agenda Item Overview
2. Resolution

Administrative Recommendation:

Administration recommends approval.

Item #R18 - Consideration and approval to authorize the City Manager to enter into a contract in an amount not to exceed \$204,600.00 with Bassco, Inc., for repairs to the Addison Airport Bulk Fuel Storage Facility.

Attachment:

1. Council Agenda Item Overview

Administrative Recommendation:

Administration recommends approval.

Adjourn Meeting

Posted:
February 8, 2008 at 5:00 P.M.
Mario Canizares - City Secretary

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

ITEM #WS1

There are no Attachments for this Item.

ITEM #WS2

There are no Attachments for this Item.

ITEM #WS3

There are no Attachments for this Item.

ITEM #WS4

There are no Attachments for this Item.

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL
WORK SESSION

January 22, 2008
6:00 P.M. – Town Hall
5300 Belt Line Road
Upstairs Conference Room

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

Absent: Councilmember Kraft

Work Session

Item #WS1- Discussion regarding existing and future Special Use Permits issued pursuant to the zoning processes of the Town, including the issuance, modification, amendment, review, renewal, and repeal of such Special Use Permits.

John Hill and Carmen Moran presented this Item. There was no action taken.

Item #WS2 - Discussion regarding zoning and policing efforts at Addison hotels.

Captain Greg Layman presented this Item. There was no action taken.

Item #WS3 - Discussion and review of the status of the Citizen Advisory Committee Process.

Ron Whitehead presented this Item. There was no action taken.

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

Mayor

Attest:

City Secretary

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

REGULAR SESSION

January 22, 2008
7:30 P.M. – Town Hall
5300 Belt Line Road
Council Chambers

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

Absent: None

Regular Session

Item #R1 - Consideration of Old Business.

The following employees were introduced to the Council: Carl Gibson with the Parks Department, John Comito with the Police Department, Christopher McMurtry with the Special Events Department and Matthew McCombs with the Finance Department.

Item #R2 - Consent Agenda.

#2a - Approval of the Minutes for:

The Minutes for the January 8, 2008, Regular City Council Meeting Worksession and Executive Session were approved with the following corrections:

Item #R13, delete: “There being no further business before the Council, the meeting was adjourned.”

Councilmember Niemann moved to duly approve Consent Agenda Item #2a, with the changes as noted for the January 8, 2008, Minutes.

Councilmember Mellow seconded. Motion carried.

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

Voting Nay: None

Absent: None

Item #R3 - Presentation of Annual Planning and Zoning Commission report to the Council, presented by P&Z Chairman, Alan Wood.

There was no action taken on this Item.

Item #R4 - Consideration and approval to enter into an agreement with Krause Advertising to coordinate the market research and brand development for the Town as outlined in the Bonner Group Proposal.

Councilmember Mellow moved to duly approve entering into an agreement with Krause Advertising to coordinate the market research and brand development for the Town as outlined in the Bonner Group Proposal.

Councilmember Braun seconded. Motion carried.

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

Item #R5 - Consideration of and approval to enter into an agreement with RD&F Advertising to design, write and print a bi-monthly newsletter to be mailed and distributed to Addison residents and businesses.

Councilmember Kraft moved to duly approve entering into an agreement with RD&F Advertising to design, write and print a bi-monthly newsletter to be mailed and distributed to Addison residents and businesses.

Councilmember Hirsch seconded. Motion carried.

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

Item #R6 - Consideration and approval to award the bid for Stage, Sound and Lighting services (08-08) to three bidders as follows for the 2008 special event season with the option to renew for two additional years.

Councilmember Braun moved to duly approve awarding the bid for Stage, Sound and Lighting services (08-08) to three bidders as follows for the 2008 special event season with the option to renew for two additional years.

Councilmember Niemann seconded. Motion carried.

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

Item #R7 - Discussion and consideration and approval of the Town of Addison Business Retention Program.

Councilmember Mellow moved to duly approve the Town of Addison Business Retention Program.

Councilmember Braun seconded. Motion carried.

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

Voting Nay: None

Absent: None

Item #R8 - Consideration and approval of an Assignment of Ground Lease between the Town of Addison, as Landlord, and Triad CSPG, LLC, as Tenant, Ground Lease 0660-5702, from Triad CSPG, LLC to JJS Hangar, LLC.

Councilmember Kraft moved to duly approve an Assignment of Ground Lease between the Town of Addison, as Landlord, and Triad CSPG, LLC, as Tenant, Ground Lease 0660-5702, from Triad CSPG, LLC to JJS Hangar, LLC.

Councilmember Niemann seconded. Motion carried.

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

Voting Nay: None

Absent: None

Item #R9 - Consideration and approval to participate in the Project Lifesaver Program with the Senior Adult Services.

Councilmember Niemann moved to duly approve participation in the Project Lifesaver Program with the Senior Adult Services, subject to City Attorney approval.

Councilmember Mellow seconded. Motion carried.

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

Voting Nay: None

Absent: None

Item #R10 - Consideration and approval authorizing the City Manager to negotiate a development agreement with UDR, Incorporated.

Will Reed presented this Item for UDR, Incorporated.

Councilmember Meier moved to duly approve authorizing the City Manager to negotiate a development agreement with UDR, Incorporated.

Councilmember Niemann seconded. Motion carried.

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

Councilmember Niemann recused himself for Item #R11 and left Council Chambers.

Item #R11 - Consideration and approval of an ordinance approving a settlement agreement between the Atmos Cities Steering Committee (including the Town of Addison) and Atmos Energy Corp., Mid-Tex Division regarding Atmos' Statement of Intent to change gas rates in all cities, including Addison; declaring existing rates to be unreasonable, adopting tariffs with rate adjustments consistent with the settlement agreement, and finding the rates to be set by the attached tariffs to be just and reasonable.

Councilmember Kraft moved to duly approve Ordinance 008-001 approving a settlement agreement between the Atmos Cities Steering Committee (including the Town of Addison) and Atmos Energy Corp., Mid-Tex Division regarding Atmos' Statement of Intent to change gas rates in all cities, including Addison; declaring existing rates to be unreasonable, adopting tariffs with rate adjustments consistent with the settlement agreement, and finding the rates to be set by the attached tariffs to be just and reasonable.

Councilmember Mellow seconded. Motion carried.

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

Councilmember Niemann returned to Council Chambers.

Item #R12 - Consideration and approval of a business private switch agreement for 9-1-1 service with Frito Lay Incorporated.

Councilmember Braun moved to duly approve a business private switch agreement for 9-1-1 service with Frito Lay Incorporated.

Councilmember Niemann seconded. Motion carried.

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

Executive Session

At 10:22 P.M., Mayor Chow announced that Council would convene into Executive Session to discuss the following Items:

Item #ES1 - Closed (executive) session of the City Council pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with its attorney(s) to seek the advice of its attorney(s) about pending litigation, to wit: *In re Henley's Aviation Investments, Inc.*, Case No. 07-34905, United States Bankruptcy Court for the Northern District of Texas, Dallas Division, or a settlement offer in connection therewith.

Item #ES2 - Closed (executive) session of the City Council pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with its attorney(s) to seek the advice of its attorney(s) about pending litigation, to wit: *Thielsch Engineering, Inc. v. Town of Addison, Texas*, Cause No. 08-00463, 95th District Court, Dallas County, Texas.

The Council came out of Executive Session at 11:02 P.M.

Item #R13 - Consideration of any action in connection with pending litigation, to wit: *In re Henley's Aviation Investments, Inc.*, Case No. 07-34905, United States Bankruptcy Court for the Northern District of Texas, Dallas Division, or a settlement offer in connection therewith.

Councilmember Niemann moved to duly approve a settlement agreement in: *In re Henley's Aviation Investments, Inc.*, Case No. 07-34905, United States Bankruptcy Court for the Northern District of Texas, Dallas Division.

Councilmember Kraft seconded. Motion carried.

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

Item #R14 - Consideration of any action regarding pending litigation, to wit: *Thielsch Engineering, Inc. v. Town of Addison, Texas*, Cause No. 08-00463, 95th District Court, Dallas County, Texas.

There was no action taken on this Item.

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

Mayor

Attest:

City Secretary

ITEM #R3

There are no Attachments for this Item.

Council Agenda Item: #R4

DEPARTMENT:

Development Services, Planning and Zoning

SUMMARY:

Discussion and consideration of approval of a Resolution authorizing the City Manager to enter into a Master Facilities Agreement between the Town of Addison and UDR, Inc., together with limited partnerships related to and controlled by UDR, Inc., regarding the development of certain property within the Town and the Town's participation in, including payment for, the design and construction of public infrastructure improvements within the property, which property comprises approximately 99.176 acres of land and is commonly known as the Brookhaven Club Drive area and which is generally bounded on the north by Spring Valley Road, on the east by the City of Farmers Branch, on the south by Brookhaven Community College and the City of Farmers Branch, and on the west by Marsh Lane.

FINANCIAL IMPACT:

\$39,879,336.00, to be funded out of two separate issues of Certificates of Obligation.

BACKGROUND:

The City Council approved the zoning and redevelopment plan, on application from United Dominion Realty, for the Brookhaven Club neighborhood on October 9, 2007, through Ordinance 007-034. The Ordinance and plan envisioned a massive redevelopment that would re-invent the Brookhaven neighborhood with almost 100 acres of new multi-family units, retail shops, pedestrian-friendly streets, a creek park, and other public parks and plazas. The private sector investment in the area was estimated by the developers at almost one billion dollars, and the estimated cost for the public improvements was estimated at around 48 million dollars.

Once the zoning was approved, the Council authorized a study, by Stainback Public Private Real Estate, to evaluate an appropriate contribution from the Town toward public improvements in the area. Those improvements included a re-building of Brookhaven Club Drive, a new street that would bisect the neighborhood and connect Marsh Lane to Brookhaven College, and a Creek Park that would turn the existing creek, which ran through two apartment complexes, into a public park. The Stainback study advised that a contribution in

the range of between 32 and 40 million dollars was fair and reasonable, given the amount of private sector investment UDR was willing to make in the area. The staff took the suggested range of between 32 and 40 million dollars, and began negotiating with UDR on a development agreement. The staff considered several items in its negotiations:

-The number of housing units, retail space and consumers the UDR development would bring to the City. The staff realizes that an investment of this scale will bring large increases to the Town's ad valorem and sales tax base.

-The ability to replace aging, deteriorated housing units with safer units. The existing units in this area were not equipped with fire sprinklers or many other items that would have made them safer to live in. In addition, the existing apartments in the neighborhood are over 30 years old, and have reached the end of their productive life as clean, safe places for people to live.

-The nature and scope of the improvements being requested. Some of the improvements being proposed by UDR are reconstructions of aging facilities such as water lines, sewer lines, and streets. The Town is already planning to make improvements in water and sewer lines for the area because the existing lines are deteriorated. The Town has already budgeted 1.6 million dollars for water and sewer improvements in the area. In addition, the reconstruction of Brookhaven Club Drive has already been discussed as a future capital project. Some of the improvements requested by UDR are needed reconstructions the Town is already planning to build, even without a redevelopment plan by UDR.

-The possibility that public improvements made in this area could serve the larger community. The staff believes that the parks and trails proposed for this area could be of great benefit to the other neighborhoods north of Brookhaven. In fact, the staff has already prepared a plan that links the trails proposed in this development to the Town's existing trail system, and it is actively seeking grants from other agencies to fund these links. In addition, the staff believes that the larger community would benefit from having a direct connection (for both vehicles and pedestrians) from this neighborhood to Brookhaven Community College. The connection to Brookhaven would allow residents of this and other neighborhoods to walk directly to Brookhaven for classes and to connect with the existing two-mile Brookhaven walking trail.

With these items in mind, the staff began estimating a fair amount for funding, and a method by which the funding could be achieved in order to make the new vision for the Brookhaven neighborhood a reality.

RECOMMENDATION:

The Master Facilities Agreement calls for the Town to fund public improvements in the amount of \$39,879,336. The proposed Agreement follows the template for the agreement that was used for Addison Circle.

It provides that the Town will supervise the design of all facilities in the area and will solicit contracts to construct improvements as public work. Once a construction contract has been executed, the construction contracts will be assigned to UDR to manage. The benefit to UDR in managing the contracts is that it can coordinate the work between the private facilities contractor and the public improvements contractor to get both projects built more efficiently. In exchange, the Town has control over the quality of the design of the public improvements, and control of the testing and inspection of the public improvements.

The agreement provides that UDR will dedicate all land used for streets, public parks, and plazas. The dedication of land totals about 33 acres.

The agreement provides that UDR will pay all construction cost over and above the current estimates (which total \$39,879,336.00) for the parks and streets.

There are provisions in the agreement that set development goals for UDR to achieve before additional improvements are funded. At the end of Phases I and II, UDR must have at least 600 units completed. In the event it does not, the Town is not under any obligation to continue funding improvements for subsequent phases.

The agreement provides that the Town will maintain all public improvements (streets and parks) once they have been constructed and accepted by the Town.

It provides for a partial reimbursement to the Town if UDR fails to live up to its promise to deliver approximately 5,400 residential units. This provision helps assure the Town that it will get the increase to the ad valorem tax base that was anticipated in the Stainback Study.

Other provisions of the agreement relate to insurance, indemnity, and other legal items. John Hill prepared the agreement with input from Carmen Moran, Nancy Cline, and Randy Moravec. We will be prepared to answer questions from the Council either before or at the Council meeting.

Staff believes the proposed Master Facilities Agreement is a workable agreement that can be understood and managed by the Town, both now and in the future. It also believes that it is fair to both the Town and UDR. Staff recommends approval of the proposed Master Facilities Agreement.

STATE OF TEXAS §
 § **MASTER FACILITIES AGREEMENT**
COUNTY OF DALLAS §

THIS Master Facilities Agreement (hereinafter "Agreement") is entered into this _____ day of February, 2008 (the "Effective Date"), by and between the **TOWN OF ADDISON, TEXAS** (the "City"), a home rule municipality; **UDR, INC.**, a Maryland corporation ("UDR"); and **DCO BROOKS APARTMENTS LP**, a Delaware limited partnership, **DCO GREENBROOK APARTMENTS LP**, a Delaware limited partnership, **DCO TALISKER LP**, a Delaware limited partnership, **DCO GARDEN OAKS LP**, a Delaware limited partnership, **DCO GLENWOOD APARTMENTS LP**, a Delaware limited partnership, **DCO CLIPPER POINTE LP**, a Delaware limited partnership, **DCO SPRINGHAVEN LP**, a Delaware limited partnership, **DCO ADDISON AT BROOKHAVEN LP**, a Delaware limited partnership, and **DCO GREENHAVEN LP**, a Delaware limited partnership (collectively the "Property Owners").

RECITALS

WHEREAS, the City is a home rule municipality pursuant to Article 11, Section 5 of the Texas Constitution and its Home Rule Charter; and

WHEREAS, collectively the Property Owners are the sole owners of all of that real property, together with the improvements thereon, which is located within the City and which is described in **Exhibit "A"** attached hereto and incorporated herein, and to which reference is made in Section 3 of this Agreement (the "Property"); and

WHEREAS, with respect to the Property Owners, each is a limited partnership and, except for DCO Glenwood Apartments LP, the general partner of each of the limited partnerships is DCO Realty Inc., a Delaware corporation ("DCO Realty"); with respect to DCO Glenwood Apartments LP, the general partner is DCO Glenwood Apartments GP LLC, a Delaware limited liability company, and DCO Realty is its sole member; with respect to the Property Owners, DCO Realty has and possesses the power and authority to control (i.e. directly possesses the power to direct the management and policies without the consent or approval of any other person or entity) each of them, and is an Affiliate of UDR, and UDR has ownership of and controls (i.e. directly possesses the power to direct the management and policies without the consent or approval of any other person or entity) DCO Realty; and

WHEREAS, the Property is currently the site of several apartment complexes, and the Property Owners, to the extent of their respective ownership of the Property, and UDR desire to redevelop the Property, and the City also wants to encourage the redevelopment of the Property; and

WHEREAS, the redevelopment of the Property consists of a well-planned, mixed use development with urban residential, commercial, and retail uses organized within a system of pedestrian-friendly streets and trails, integrating therein an existing creek, surrounding green

space, and generous open space for recreation opportunities, along with water features, passive recreation amenities and scenic landscapes to provide enhanced aesthetics (the "Project"); and

WHEREAS, the Property is zoned PD Planned Development pursuant to Ordinance No. 007-034 of the City (the "Zoning Ordinance"), providing for a mix of residential, retail, office, and other uses, which Ordinance, among other things, approved a concept plan for the development of the Property (the "Concept Plan"); and

WHEREAS, UDR and the Property Owners anticipate that the development of the Property will extend over a period of up to fifteen (15) years following the Effective Date, will comprise approximately 5,400 housing units, and will occur in phases (collectively the "Phases"), and the parties understand that there may be sub-phases in certain Phases; and

WHEREAS, the development of the Property in accordance with the Zoning Ordinance and the Concept Plan will contribute important direct and indirect economic and social benefits to the City including, but not limited to, creation of a larger, urban-oriented residential population, additional jobs and increased property and sales tax revenues, and in particular such development will serve as a catalyst for the development and redevelopment of areas of the City surrounding the Property; and

WHEREAS, it is essential to the City's public health, safety and general welfare to assure that the development of the Property is supported by adequate levels of public facilities and services; and

WHEREAS, in connection with the development of the Property, the Developer advised the City that a contributing factor that would encourage the Developer to develop the Property would be an agreement by the City to provide funding to defray a portion of the cost to construct certain public facilities and improvements, which facilities and improvements are described in Exhibit "D" attached hereto and incorporated herein (the "Public Infrastructure Improvements") and consist primarily of the reconstruction of Brookhaven Club Drive, water system improvements, wastewater system improvements, drainage improvements, street improvements for various types of streets, and park improvements; and

WHEREAS, the City has adopted an Incentive Policy & Guidelines for Qualifying Projects (the "Incentive Policy"), which provides, among other things, (i) for the City to consider providing incentives to attract new, or to improve existing, residential assets, and (ii) for the identification of redevelopment zones and bond issue revenue for infrastructure, utilities, and streetscape as a primary incentive program; and

WHEREAS, the City Council by Resolution No. _____ approved expenditure of public funds in the amount of Thirty Nine Million Eight Hundred Seventy Nine Thousand Three Hundred Thirty Six and No/100 (\$39,879,336.00) Dollars in order to participate in the costs of public facilities and improvements which will serve not only the development of the Property but the City at large as well (the "City's Financial Commitment"); and

WHEREAS, by this Agreement the parties desire to provide for, among other things, the allocation and expenditure of said authorized funds for the Public Infrastructure Improvements; and

WHEREAS, the City Council has adopted Resolution No. _____ on _____, 2008 approving this Agreement with UDR and the Property Owners and authorizing the City Manager to execute the same.

NOW, THEREFORE, for and in consideration of the above and foregoing premises, and other good and valuable consideration, the City, UDR and the Property Owners do hereby contract and agree as follows:

Section 1. Definitions. As used in this Master Facilities Agreement, the following additional terms shall have the meanings indicated below:

“Affiliate” means (i) all persons, corporations, or other entities which control UDR, and (ii) all persons, corporations or other entities under the control of UDR. As used in this definition of Affiliate, **“control”** means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, corporation, or other entity, whether through ownership of voting securities or partnership interests, by contract, or otherwise without the consent or approval of any other person or entity.

“Concept Plan” means the Concept Plan for the Property, together with all conditions attached thereto, as approved by the City on October 9, 2007, and incorporated into City Ordinance No. 007-034. A true and correct copy of Ordinance No. 007-034 is attached hereto as **Exhibit “B”** and incorporated herein for all purposes.

“Developer” means UDR and the Property Owners.

“Development Plan” means a final development plan approved by the City for a Phase of the Project.

“Funding No. 1” means a portion of the City’s Financial Commitment in the amount of Twenty Three Million Two Hundred Ninety Thousand Seven and No/100 Dollars (\$23,290,007.00) as reflected on **Exhibit “C-1”** attached hereto and incorporated herein.

“Funding No. 2” means a portion of the City’s Financial Commitment in the amount of Sixteen Million Five Hundred Eighty Nine Thousand Three Hundred Twenty Nine and No/100 Dollars (\$16,589,329.00) as reflected on **Exhibit “C-2”** attached hereto and incorporated herein.

“Phase” or **“Phases”** means or refers to a particular portion of the private development of the Property as identified in the Concept Plan. It is anticipated that there may be as many as six (6) Phases, and they shall be respectively referred to herein as: “Phase I,” “Phase II,” “Phase III,” “Phase IV,” “Phase V,” and “Phase VI.” The Phases are as shown in **Exhibit “E.”**

“Project” has the meaning set forth in the recitals.

“Public Infrastructure Improvements” or **“Improvements”** means the public streets, easements and other public rights-of-way, water, sewer and drainage facilities, park facilities and all other proposed public facilities and improvements shown and described (together with their projected design and construction costs) in the Concept Plan and in **Exhibits “C-1,” “C-2,” and “D”** attached hereto and incorporated herein.

Section 2. Purpose and Intent; City Funding.

A. Among other things, this Agreement is to encourage redevelopment of aging properties for the benefit of the City, the implementation of comprehensive plan policies relating to development of the Property, and to provide appropriate levels of public facilities and improvements to support such redevelopment and to enhance the quality of life for all citizens of the City.

B. It is the City's intention to finance the costs of the Public Infrastructure Improvements as set forth in this Agreement with the proceeds of its Certificates of Obligations. As a result, the City's obligations hereunder to provide the Public Infrastructure Improvements are wholly contingent upon the City's ability to issue and sell its Certificates of Obligation at rates and on terms reasonably acceptable to the City. No other funds of the City, other than the proceeds of the Certificates of Obligation, are obligated or encumbered to provide the Public Infrastructure Improvements.

Section 3. Property. The Property subject to this Agreement is that real property described in Exhibit "A", which is attached hereto and made a part of this Agreement as if fully set forth, and is all of the land lying within PD Planned Development as established by Ordinance No. 007-034 of the City and as depicted on the Concept Plan attached thereto.

Section 4. Rights and Obligations of Parties.

A. Benefits and Burdens. The burdens of this Agreement shall bind, and the benefits of this Agreement shall inure, to the parties to this Agreement and to each of them and to their successors in interest.

B. Assignment.

1. Subject to the limitations stated herein, the Property Owners, to the extent of their respective ownership interests in the Property, and UDR shall have the right to sell, transfer, assign, pledge, or otherwise convey (collectively, "Assign" or "Assignment," and the person or entity to whom such Assignment is made being an "Assignee") their legal and equitable interest in the Property, in whole or in part, or any portion thereof, to any person, partnership, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that neither an Assignment to: (i) an Affiliate of UDR; nor (ii) any real estate investor or developer with a principal who has a net worth of at least Fifty Million and No/100 Dollars (\$50,000,000.00) (a "Capitalized Assignee") shall require the written approval of the City. In the event such Assignee is an Affiliate of UDR, UDR shall provide written notice and information to the City of and regarding the Assignment (including the name of the Assignee, the type of entity, the state of formation, contact information, and a statement to the effect that the Assignee is an Affiliate of UDR) promptly following the Assignment and, upon the City's request, provide the City with written evidence establishing the relationship between UDR and such Affiliate and the then current ownership of and interests in the Property or portion thereof; in the event such Assignee is a Capitalized Assignee, UDR shall provide written notice and information to the City of and regarding the Assignment (including the name of the Assignee, the type of entity, the state of formation, contact information, and evidence establishing that the

Assignee is a real estate investor or developer with a net worth of at least \$50,000,000.00) promptly following the Assignment and, upon the City's request provide the City with written evidence establishing the Capitalized Assignee's interest in the Property or portion thereof, that the Assignee is a real estate investor or developer, and the Assignee's net worth. Except as authorized above, UDR and the Property Owners shall not, and shall have no authority to, Assign the Property or any interest therein, and any Assignment without the prior written consent of the City shall be void *ab initio*. Any Assignment shall include a specific acknowledgment that the respective Assignee is assuming the applicable possible reimbursement obligation regarding Funding No. 2, as stated in Section 7.F herein. Notwithstanding the foregoing, no Assignment by UDR and the Property Owners, or any of them, whether to an Affiliate, a Capitalized Assignee, or otherwise, shall relieve UDR or the Property Owners of or from their duties or obligations pursuant to this Agreement except as authorized in writing by the City, and the duties and obligations of UDR and the Property Owners under this Agreement may not be transferred or delegated without the prior written consent of the City, and any such attempted transfer or delegation without the prior written consent of the City shall be void *ab initio*.

2. During the term of this Agreement, any Assignee of the Property or any portion thereof, or of any of the rights or privileges under this Agreement, shall observe and perform all of the duties and obligations of UDR and the Property Owners as contained in this Agreement, or as it may be amended or revised, as such duties and obligations pertain to the portion of the Property which is Assigned. Any Assignment of the Property and/or this Agreement by UDR or the Property Owners shall be in writing and shall clearly provide that the Assignee shall observe and perform all of the duties and obligations of UDR and the Property Owners as contained herein and be bound by the terms and provisions of this Agreement; at the City's request, a true and correct copy of such writing shall be promptly provided to the City.

3. Any and all successors and Assignees of UDR or the Property Owners shall have all of the same rights, benefits, duties, obligations and liabilities of UDR and the Property Owners under this Agreement.

Section 5. Public Infrastructure Improvements Schedule.

A. Schedule. Exhibit "D", which is attached hereto and which is made a part of this Agreement as if fully set forth, sets forth a summary of the nature of the Public Infrastructure Improvements and the total anticipated costs and their costs to be associated with the Project. The Schedule describes the estimated total costs for a particular Improvement, for purposes of Section 7 of this Agreement.

B. Dedication of Rights-of-Way; Development in Accordance with Laws. Dedication of all rights-of-way, easements, and any other land or interest therein required for a Public Infrastructure Improvement shall be dedicated by UDR and the Property Owners, to the City by plat or separate instrument prior to construction of such Public Infrastructure Improvement. UDR and the Property Owners agree that such dedication in each instance does not exceed the amount required for infrastructure improvements that are roughly proportionate to the proposed development, and waives any claim or right to dispute or appeal the same only with regard to the dedications required herein. In the development of the Property, UDR and the Property Owners shall comply with all federal, state, and local laws, ordinances, rules,

regulations, codes and standards applicable, thereto, including, without limitation, the Zoning Ordinance and the subdivision ordinances, rules, and regulations of the City, as of the Effective Date and as the same may be amended, modified or superseded provided such amended, modified or superseded ordinances, rules and regulations do not prohibit or materially impair the construction of the Project as approved under Zoning Ordinance 007-034.

Section 6. Procurement, Design, Construction, and Construction Management. Procurement of services, project design and construction management for the Public Infrastructure Improvements for each Phase of the development of the Property shall be in accordance with the following provisions:

A. Design.

1. In connection with Funding No. 1 and Funding No. 2, the Developer shall recommend to the City a design professional (e.g., a professional engineering firm and professional engineer registered and licensed to practice engineering in the State of Texas) licensed to practice its professional service in the State of Texas (such design professional being referred to herein as the "Engineer") to engineer and/or otherwise design, as the case may be, the Public Infrastructure Improvements and to, without limitation, participate in the City's process to select a contractor to construct the Public Infrastructure Improvements. Developer will make such recommendation on the basis of the Engineer's reputation and the experience and qualifications to perform the services as represented by the Engineer. It is the parties' understanding that, as applicable, the professional fees for the Engineer shall be fair and reasonable, the same being the standard for the selection of a professional engineer as set forth in the Texas Professional Services Procurement Act, Chapter 2254, Tex. Gov. Code (the "Professional Services Procurement Act"). The costs of all such engineering services shall be paid for from available funds which are part of the City's Financial Commitment.

2. The City Council shall evaluate the recommendation of the Developer and the information submitted by the proposed Engineer and vote to approve or disapprove of the proposed Engineer at a negotiated price in accordance with the Professional Services Procurement Act, as the same may be applicable. If the City Council disapproves the same, Developer shall continue to follow the procedure set forth above until the City Council approves of the Engineer at a negotiated price, as applicable.

3. After the City Council's approval of the Engineer, the City shall enter into a contract with the Engineer at the negotiated price, as applicable (the "Engineering Contract") for that portion of the Public Infrastructure Improvements then under consideration, which shall provide, among other things, that the Engineer will engineer and/or otherwise design, as the case may be, the Public Infrastructure Improvements (or portion thereof), will participate in the City's process to select a contractor to construct the same, and will be engaged in the on-site review of the construction work.

B. Construction.

1. Engineering (or other design plans, as the case may be) consisting of design plans and specifications for the Improvements shall be submitted to the City Engineer for

review and consideration of approval, which review and consideration shall be processed in accordance with the City's standard procedures for processing such plans and specifications, but which process shall not be unreasonably delayed. The City shall, following the City's final approval of such plans and specifications, solicit bids (or pursue other authorized procurement methods) to construct the proposed Improvements in accordance with law. Following the opening of the bids (or other submissions in accordance with other authorized procurement methods) received, the City Engineer shall notify the Developer of the same and the City's proposal to the City Council regarding the award. The City Council shall thereafter select a contractor to construct the Public Infrastructure Improvements (or applicable portion thereof) and enter into a contract with the contractor. Prior to execution of any such construction contract, UDR shall have a reasonable opportunity to review the contract and recommend modifications as it deems appropriate regarding the contract to the City.

2. In conjunction and simultaneous with the construction of the Improvements, UDR and the Property Owners will be constructing certain private improvements upon that portion of the Property included within the applicable Phase. Upon the award and execution of the construction contract between the City and the contractor and in order to coordinate the construction of the public and private facilities, the City shall assign all of its rights, powers, duties and obligations under the construction contract to UDR, and UDR shall act and serve as the owner and construction manager under the contract for all purposes, including, observation, supervision and coordination of all construction work, in accordance with such terms, conditions and provisions as the parties may agree upon (and which, in connection with UDR's role as construction manager, shall include insurance provisions to be provided by UDR for the protection of UDR and the City, the costs of which are eligible to and may be paid from the proceeds of Funding No. 1 and Funding No. 2, as applicable, and provisions related to indemnity from UDR to the City) in connection therewith and with the following:

(a) UDR shall use best efforts to ensure that all Public Infrastructure Improvements are completed in a timely manner in accordance with the construction contract documents, plans and specifications. The City Manager may approve reasonable extensions to deadlines for performance of any work by UDR and the Property Owners, or their contractors, provided UDR, the Property Owners or their contractors are using due diligence and reasonable efforts to complete said work. UDR will facilitate weekly meetings with designated City staff members regarding the planning and construction of the Improvements, which meetings shall occur more often as may be requested by the City. UDR shall coordinate the construction as a construction manager, including confirming that the Engineer has inspected the work of the contractor to guard the City against, and shall notify the City of, any defects and deficiencies in the Improvements without assuming responsibility for the means and methods used by the contractor. UDR shall also coordinate testing by the geotechnical engineering firm selected by the City in accordance with Section 6.C. herein.

(b) (i) In connection with its obligations pursuant to such assignment, UDR shall consult with the City regarding the designation of, and thereafter designate, a person to serve as the construction manager (the "Construction Manager") for the applicable portion of the Public Infrastructure Improvements. UDR and the Property Owners shall be fully responsible for the Construction Manager and all of the Construction Manager's work and activities. Following such designation UDR shall

promptly provide to the City the name of the person so designated and the person's contact information, and shall update such contact information in the event of any change.

(ii) The person designated by UDR as the Construction Manager shall have significant experience in managing construction projects of the type that is the subject of the then applicable construction contract (e.g., if the construction contract is for the construction of the Creek Area Park, the Construction Manager shall have significant experience in managing park construction projects). The Construction Manager shall meet and communicate with the City, including the Director of Public Works and the Director of Parks, on a regular basis. Among other things, the Construction Manger shall inform the City Manager of all emergencies and the occurrence of any unforeseen circumstances relating to the construction contract.

(iii) Should the performance of the designated Construction Manager be reasonably determined to be unsatisfactory to the City Manager as evidenced by written notice from the City Manager, UDR shall, if the Construction Manager has not cured the unsatisfactory performance as set forth in the notice within a reasonable period of time following written receipt of such request (but in any event not to exceed 30 days, but such time period may be extended if necessary in order to comply with any applicable federal, state, or local law or regulation), remove the current Construction Manager and appoint a replacement in accordance with the provisions of this subsection within a reasonable time period thereafter (but not to exceed 15 days).

(c) The City acknowledges and agrees that UDR's services as construction manager and supervisor and coordinator of the Public Infrastructure Improvements is a valuable service and that it is customary for a construction manager to receive a fee for such services. The City agrees that, in connection with each construction contract, on a monthly basis UDR shall be entitled to be paid by the City an amount equivalent to eight (8%) percent of the total construction costs for the Improvements which are the subject of the construction contract for UDR's services as the construction manager; provided, however, that UDR shall be entitled to such payment if and only if the costs to design and construct (including the cost of any change orders as described in Section 6.B.3. of this Agreement) the applicable Improvement(s) do not exceed the amount to be paid for such Improvement(s) from Funding No. 1 or Funding No. 2 (as applicable) as allocated and set forth in Exhibits "C-1", "C-2", and "D" attached hereto. If following the completion of a construction project for which UDR received a management fee, it is determined that UDR was not entitled to the management fee, UDR shall reimburse to the City the management fee to the extent funding was not available to pay the same as described in the previous sentence..

(d) Except as provided in paragraph (d) of this Section 6.B.2., UDR and the Property Owners shall fully resolve and completely pay or settle, by litigation or otherwise, any claims of the construction contractor or subcontractor, arising out of the performance of the construction contract without involving the City. Any construction contract for the construction of the Public Infrastructure Improvements shall specify that the contractor shall look solely to UDR and the Property Owners concerning any claim under the contract, except to the extent that a claim is directly related to the conduct of the City.

(e) In the event that claims from a contractor under a construction contract result from the wrongful failure by the City to make construction payments in accordance with the terms of this Agreement, UDR may seek reimbursement in accordance with this paragraph. In the event UDR intends to seek reimbursement from the City for the expense incurred by UDR in resolving any claim caused directly by the City's wrongful failure to make such construction payments, UDR shall notify the City in writing of the claim and any proposed settlement or resolution. The City reserves the right upon such notice, and at the City's sole election, to make an audit of those limited portions of the financial books and records of the Developer which deal specifically with the particular Improvement which is the subject of such Developer requested reimbursement. Each construction contract regarding any of the Public Infrastructure Improvements shall provide for the City's right to audit the respective construction contractor's claims.

(f) UDR shall review all invoices or payment draw requests received from the contractor and forward the same to the City for payment with such supporting documentation as the City may require. All payments for work performed under the construction contract shall be paid by the City and made payable to the respective contractor or material supplier and shall be delivered to UDR for forwarding to the construction contractor or material supplier. The City shall not make a payment under any such invoice or pay estimate unless UDR has provided to the City a certification regarding the invoice or pay estimate and UDR has reviewed and approved the same. UDR's certification shall be by affidavit sworn to by the appropriate official of UDR authorized to submit the same, and shall certify that the estimate of work completed for the relevant period is true and correct to the best of UDR's information and belief, has been measured and verified in accordance with the construction contract documents, and that all construction contract preconditions to payment have been met. If not previously provided to the City, copies of all material testing results (if applicable) shall be furnished with the certification.

3. Notwithstanding the City's assignment of any construction contract to UDR as set forth above, all change orders shall be processed and approved by the City in accordance with the City's procedure for the review and approval thereof. It is anticipated that, in connection with the construction of Public Infrastructure Improvements, change orders may occur; to the extent a change order is necessary for the successful completion of a construction project as identified and described in the construction contract, plans and specifications therefor, the cost for such change order shall be paid from funds (e.g., funds from Funding No. 1 or Funding No. 2, as applicable) then available (if any) for the relevant Public Infrastructure Improvement in accordance with this Agreement. In the event and to the extent such funds are not available, UDR shall pay the change order in accordance with Section 7.C. of this Agreement.

4. The construction contract shall require, among other things, that the contractor provide performance and payment bonds in a form reasonably acceptable to the City. Bonds shall be issued by a surety company satisfactory to the City, licensed by the State of Texas to act as a Surety, and listed on the current U. S. Treasury Listing of Approved Sureties. All bonds shall be made on a form complying with the requirements of the laws of the State of Texas. The performance and payment bonds shall name the City and UDR and the Property Owners as joint obligees and beneficiaries. A surety bond shall also be executed and provided to

the City to include a two-year maintenance requirement for the Public Infrastructure Improvements.

5. All Public Infrastructure Improvements shall become the sole property of the City upon completion of the work and acceptance of the work by the City. Upon final completion of the Improvements and acceptance thereof by the City in accordance with the construction contract for the Improvements for each Phase, the City shall take the Public Infrastructure Improvements free from any liens or encumbrances thereon except for any private utility easements; and with respect to the Creek Area Park only, the conveyance of the same to the City may include a restriction that the City will not, after the completion of the construction of the Creek Area Park and the City's acceptance thereof, make any material change to or material re-design of the Creek Area Park without the prior written consent of UDR, its authorized successors and assigns.

6. In accordance with the City's Subdivision Ordinance, Ordinance No. 261, as amended, UDR and the Property Owners shall construct, place or locate all new or relocated electric utility lines and wires, terminals and other facilities and equipment underground. Within the public streets and rights-of-way, to the extent that UDR and the Property Owners may be liable or responsible for the difference between the cost of constructing such electrical utility facilities overhead and placing the same underground, such cost shall be eligible for reimbursement in accordance with Section 7 of this Agreement.

C. Testing. The City shall enter into a contract with a geotechnical engineering firm to provide soils testing services relating to the construction of Public Infrastructure Improvements. Costs of such services shall be paid for through available funds (e.g., funds from Funding No. 1 or Funding No. 2, as applicable) as allocated and set forth in Exhibits "C-1", "C-2", and "D" attached hereto. In no event shall the expenditures for "soils testing services" exceed 2% of the actual construction cost (as may be adjusted by change order as described in Section 6.B.3.) set forth in an executed construction contract for the construction of any Improvement(s) unless agreed upon in writing by both the City and UDR.

D. Inspection; Final Payment. The City shall have the right to use the City's own professional engineering employees for inspection of any and all construction of Improvements, and if the City does so, there shall be no inspection fees or changes to UDR or any Property Owner. Alternatively, the City may enter into a contract with an engineering firm (or other inspection firm as determined to be appropriate by the City) to provide inspection services relating to the construction of any Public Infrastructure Improvement(s). Costs of such services shall be paid for through available funds (e.g., funds from Funding No. 1 or Funding No. 2, as applicable) as allocated and set forth in Exhibits "C-1", "C-2", and "D" attached hereto. In no event shall the expenditures for "inspection services" exceed 4% of the actual construction cost (as may be adjusted by change order as described in Section 6.B.3.) set forth in an executed construction contract for the construction of any Improvement(s) unless agreed upon in writing by both the City and UDR. Notwithstanding the foregoing, the City reserves the right, but does not have the obligation, to inspect, test, measure, verify and approve the construction work on the Improvements as the City deems necessary. Final payment to the construction contractor shall not be made until the respective Improvement(s) described in the construction

contract have been finally completed in accordance with such construction contract, plans and specifications and have been accepted by the City.

E. Park Improvements.

1. A portion of the Public Infrastructure Improvements includes a creek park and creek park open space (the "Creek Area Park"), the conceptual plan for which has been prepared by Kevin W. Sloan, Kevin Sloan Studio, Dallas, Texas and a true and correct copy of which is attached hereto as Exhibit "F" and is on file in the office of the City's Director of Development Services (the "Creek Area Park Plan"). The parties acknowledge and agree that the Creek Area Park Plan contemplates a high-quality facility, and that the design (e.g., preparation of plans and specifications based upon the Creek Area Park Plan) and eventual construction of the Creek Area Park shall take place in Phase I and shall be in accordance with and adhere to the Creek Area Park Plan. The design professional who will prepare the plans and specifications based upon the Creek Area Park Plan may be a subcontracting design professional of the Engineer selected by the City; if not, selection and execution of a contract with a design professional to prepare the plans and specifications shall be by the City in accordance with the process set forth in Section 6. The selection of and execution of a contract with a contractor to construct the Creek Area Park, shall be by the City in accordance with the process set forth in Section 6.

2. In connection with all other parks and open space areas of the Project (not including the Creek Area Park), which other parks and open space areas are identified on the attached Exhibit "E" (collectively, the "Other Parks"), the City and UDR shall establish a committee to recommend to the City a design professional to plan and design the same. The committee shall consist of three (3) City representatives and three (3) UDR representatives. Each member of the committee shall be entitled to vote on the recommendation to the City Council. Final selection of and execution of a contract with a design professional to design and prepare the plans and specifications for the Other Parks, and the selection of and execution of a contract with a contractor to construct the same, shall be by the City in accordance with the process set forth in Section 6.

F. Landscape Maintenance. The City shall maintain all landscaping and streetscaping in the public right-of-way and dedicated easements (except to the extent such maintenance is required to be performed by the owner of the fee simple title) and all dedicated park and creek areas, according to the specifications and standards set forth in each approved Development Plan, and as provided in the Landscape Maintenance Schedule attached to this Agreement as Exhibit "G". Also, in no event shall the City subsequently make any material changes to or materially redesign of the Creek Area Park after the completion and acceptance by the City without the prior written consent of the UDR and its successors and assigns, which consent shall not be unreasonably withheld, conditioned or delayed. The terms of this subsection 6.F, shall survive the termination of this Agreement.

Section 7. Allocation of City's Financial Commitment, Payment and Participation by UDR and the Property Owners in Excess Costs.

A. Allocation by designed Fundings and Payment. Funds (i.e., Funding No. 1 and Funding No. 2) for the design and construction of the Public Infrastructure Improvements (including UDR's 8% construction management fee) shall be allocated as described and identified in Exhibit "D" and shall not exceed the amounts set forth in Exhibits "C-1" and "C-2". If the actual costs of the Public Infrastructure Improvements in connection with Funding No. 1 (including costs for design, construction, UDR's construction management fee, testing, and inspection, and change orders as described in Section 6.B.3.) are less than \$23,290,000.00, the funds remaining may be reallocated to pay for or to reimburse actual costs of Improvements for subsequent Public Infrastructure Improvements related to the Project. Payment of Funding No. 1 shall be made by the City in accordance with the procedures set forth in Section 6 of this Agreement.

B. Condition Precedent to Funding No. 2 Obligation. Notwithstanding any term herein to the contrary, the parties agree that as a condition precedent to the City's obligation to provide the funds necessary for the design or construction of, or otherwise in connection with, the Public Infrastructure Improvements contemplated in connection with Funding No. 2, the Developer shall have first completed and the City shall have issued certificates of occupancy for at least 600 residential units in connection with Phase I and/or Phase II.

C. Participation in Excess Costs by UDR and the Property Owners. Except for the design and construction of the Other Parks as described and set forth in Section 6.E.2., in the event that the design and construction costs in a construction contract (including costs for testing and inspection as described in Section 6.C. and Section 6.D, respectively, and subject to change orders as described in Section 6.B.3.) of any Improvement(s) shall exceed the projected total costs for the relevant Public Infrastructure Improvement(s) as set forth in Exhibits "C-1" and "C-2", UDR and the Property Owners shall pay the City the difference between contracted costs and projected total costs prior to the execution of the construction contract by the City related to such Improvements.

For the Other Parks as described and set forth in Section 6.E.2., in the event that the actual design and construction costs (including costs for testing and inspection as described in Section 6.C. and Section 6.D, respectively, and subject to change orders as described in Section 6.B.3.) of the Other Parks shall exceed the projected total costs for the Other Parks as set forth in Exhibits "C-1" and "C-2", UDR and the Property Owners shall, prior to the execution of the construction contract by the City related to the Other Parks or any of them, pay to the City the difference between the actual and projected total costs, but the cumulative amount of such payments for all of the Other Parks shall not exceed Six Hundred Thousand and No/100 Dollars (\$600,000.00).

D. Additional Public Improvements. In addition to the City's Financial Commitment related to the Improvements, if the City elects in its sole discretion to install and maintain any off-site right-of-way and other easement acquisition, future improvements, modifications, turn lanes, engineering or design costs, etc. related to Marsh Lane, Spring Valley Road, or intersections with said roadways, the City shall be solely responsible for, pay and cause

to be installed and maintained any and all off-site right-of-way and other easement acquisition, future improvements, modifications, turn lanes, engineering or design costs, etc. related to Marsh Lane, Spring Valley Road, or intersections with said roadways.

E. Limitations on Payments. No payment for an Improvement to any Phase of the development of the Property shall be made by the City until a Development Plan for the Phase has been approved and the dedication of the rights-of-way, easements, and any other land or interest therein required for such respective Improvement to serve such Phase has been dedicated to the City by plat or separate instrument(s).

F. Funding No. 2, Developer's Reimbursement Obligation. Developer anticipates that 5,400 residential units will be constructed on the Property prior to the fifteenth (15th) anniversary of the Effective Date of this Agreement. In the event Developer has not constructed 5,400 residential units within such time period, then Developer shall reimburse the City for a portion of the City's Financial Commitment in accordance with this paragraph. The amount of the reimbursement to be paid to the City by Developer shall be an amount equal to the percentage of the residential units not constructed compared to the total number of residential units multiplied by Funding No. 2 further multiplied by thirty (30%) percent. For illustration purposes, if the Developer constructs 3,600 units by the fifteenth anniversary of the Effective Date of this Agreement, then Developer shall be obligated to reimburse the City \$2,322,460.00 as follows:

$$\begin{aligned} 5,400-3,600 &= 1,800 \text{ residential units not constructed} \\ 1,800/5,400 &= 33.33\% \text{ of the residential units not constructed} \\ 33.33\% \times \$16,589,329 \text{ [Funding No. 2]} &= \$5,529,223.36 \\ \$5,529,223.36 \times 30\% &= \$1,658,767.00 \end{aligned}$$

This obligation shall survive the expiration or termination of this Agreement.

Section 8. Default by UDR and the Property Owners. In the event of a default by UDR and the Property Owners, the City shall have the right to terminate this Agreement by giving at least thirty (30) days written notice of such termination to UDR.

A. Events of Default. For purposes of this Agreement, the following circumstances shall constitute default by UDR and the Property Owners:

1. Failure to be granted a certificate of occupancy at least 600 residential units for the Phase I and Phase II dwelling units approved in a Development Plan or revision thereof within five (5) years following the later of such initial approval or approval of a revision.
2. Failure to dedicate to the City land and facilities for the Improvements in accordance with the schedule established in the Concept Plan or as required by the approved Development Plan.
3. Failure to provide payment to the City for the excess costs of any Public Infrastructure Improvements in accordance with Section 7.C.

4. Failure to satisfy any condition set forth in the Zoning Ordinance, the Concept Plan, or any approved Development Plan.
5. A violation or breach of any provision of this Master Facilities Agreement.

B. Cure by UDR and the Property Owners. Developer shall have a period of not more than ninety (90) days from the time of UDR's receipt of notice of default and termination is delivered by the City within which to cure any event of default described in subsection A. of this Section. If any such event of default remains uncured to the satisfaction of the City at the end of such ninety (90) day period, the City may immediately terminate this Agreement by giving written notice thereof to UDR. Notwithstanding the proceeding to the contrary, the City Manager may approve reasonable extensions to cure periods or deadlines for performance of any work by UDR and the Property Owners, or their contractors.

C. Insolvency. If at any time after the execution of this Agreement (i) any insolvency proceedings shall be instituted against Developer pursuant to any Federal or State law now or hereafter enacted, or any receiver or trustee shall be appointed for all or any portion of Developer's business or property for which this Agreement is a material part, or any execution or attachment shall issue against Developer or any of Developer's business or property for which this Agreement is a material part, and any of such proceedings, process or appointment be not discharged, dismissed or otherwise adjudicated within sixty (60) days from the date of such filing, appointment or issuance or within such other time as provided by applicable law or as may be ordered by a court of competent jurisdiction; or (ii) Developer shall be adjudged insolvent, or Developer shall make an assignment for the benefit of creditors, or Developer shall file a petition or petitions for (or enters into) an arrangement for reorganization, composition or any other arrangement with Developer's creditors under any Federal or State law now or hereafter enacted, or this Agreement shall pass to or devolve upon, by operation of law or otherwise, anyone other than Developer (except as herein provided), and unless the Agreement is otherwise assumed and the obligations thereunder cured, the occurrence of any one of such contingencies shall be deemed to constitute and shall be construed as a repudiation by Developer of Developer's rights and obligations hereunder and shall cause this Agreement *ipso facto* to be cancelled and terminated effective as soon as permitted by then applicable law without thereby releasing Developer; and upon such termination this Agreement shall not be treated as an asset of Developer's estate.

Section 9. Default by the City. In the event of a default by the City, UDR and the Property Owners shall have all remedies available at law and in equity to enforce this Agreement and seek damages.

Section 10. Representations by UDR and the Property Owners. UDR and the Property Owners hereby represent and warrant to the City that UDR and the Property Owners have, without the joinder of any other person or entity, the full right, power and authority to execute this Agreement and to carry out the obligations of UDR and the Property Owners hereunder.

Section 11. UDR, Property Owners' Indemnity.

A. UDR and the Property Owners (together, "**Developer**") covenant and agree to **FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS** the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (each an "**Addison Person**" and collectively the "**Addison Persons**"), from and against any and all costs, claims, liens, harm, damages, losses, judgments, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability, and suits, of any kind and nature whatsoever made upon any Addison Person, whether directly or indirectly, (the "**Claims**"), that arise out of, result from, or relate to: (1) the design and construction of the Public Infrastructure Improvements, (2) representations or warranties by Developer under this Agreement, and/or (3) any other act or omission under or in performance of this Agreement by Developer, or any owner, officer, director, manager, employee, agent, representative, consultant, contractor, subcontractor, licensee, or concessionaire of Developer, or any other person or entity for whom Developer is legally responsible, and their respective owners, officers, managers, employees, directors, agents, and representatives. **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 OF ANY ADDISON PERSON, BUT DOES NOT INCLUDE CLAIMS CAUSE BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN ADDISON PERSON.**

B. Developer shall promptly advise the City in writing of any claim or demand against any Addison Person or Developer related to or arising out of Developer's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Developer'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 Developer of any of its obligations hereunder.

C. The provisions of this defense, indemnity, and hold harmless obligation, and any other defense, indemnity, and hold harmless obligation set forth in this Agreement, shall terminate upon the City's acceptance of each applicable Public Infrastructure Improvement, unless such Claim(s) arises prior to the City's acceptance of such Improvement, and in such case shall be subject to all applicable statutes of limitation.

Section 12. Term. The term of this Agreement shall begin on the date first set forth above and, unless otherwise terminated in accordance with the provisions of this Agreement, shall end on the date on which the City shall have expended all of the funds for which it is obligated hereunder for the design, observation, review and construction of the Public Infrastructure Improvements.

Section 13. Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the completion of the construction of any private improvements or any Public Infrastructure Improvements is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences directly related to the construction of the private improvements or the Public Infrastructure Improvements and not related or connected to the financing or funding of the development of the Property or any other financial aspect of such development; delays caused by the franchise utilities serving the

Property; fire or other casualty; court injunction; condemnation proceedings; or any like or similar circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such performance shall be extended for a period of time equal to the period such party was delayed.

Section 14. Texas Law to Apply; Venue. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas, without reference to its conflict of law provisions. Venue for any action or matter under this Agreement lies in Dallas County, Texas. This Agreement and all of its terms and conditions are subject to applicable federal, state, and local laws, ordinances, rules, regulations, and codes, including, without limitation, the Zoning Ordinance and the City Charter of the Town of Addison, Texas.

Section 15. No Joint Venture. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership, joint venture, or joint enterprise among the parties.

Section 16. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and UDR and the Property Owners 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 UDR and the Property Owners.

Section 17. Severability. If any clause, paragraph, section or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement 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 Agreement initially.

Section 18. Notices. Where the terms of this Agreement require that notice in writing be provided or given, such notice shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed delivered and given (x) when received if delivered personally (y) three (3) days following the deposit of the notice in the United States mail, postage prepaid, and sent by certified mail, return receipt requester and properly addressed as set forth below, and (z) twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier. Address for purpose of this Section are as follows:

TOWN OF ADDISON, TEXAS:

With a copies to:

Ron Whitehead
Office of the City Manager
5300 Belt Line Road
Dallas, Texas 75254-7606
Phone: (972) 450-7000

Office of the City Attorney
5300 Belt Line Road
Dallas, Texas 75254

Fax: (972) 450-7043
Email: rwhitehead@addisontx.gov

UDR and/or the PROPERTY OWNERS:

With copies to:

Tom Lamberth
UDR, Inc.
Three Lincoln Center
5430 LBJ Freeway, Suite 1250
Dallas, Texas 75240
Phone: 972.716.3560
Fax: 972.866.0163
Email: TLamberth@udr.com,

Leonard Hoffman
William S. Dahlstrom
Jackson Walker, L.L.P.
901 Main Street, Suite 6000
Dallas, Texas 75202
Phone: (214) 953-5823
Fax: (214) 953-5822
Email: lhoffman@jw.com, and
wdahlstrom@jw.com

The addresses and addressees for the purpose of this Section may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received the last addresses and addressee stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

Section 19. Incorporation of Recitals. The recitals set forth herein are intended, and are hereby deemed, to be a part of this Agreement.

Section 20. Required Written Consent for Recording. This Master Facilities Agreement shall not be recorded except with the express written consent of the City, UDR and the Property Owners.

Section 21. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document. All exhibits, schedules and addenda attached to this Agreement are incorporated herein by reference and for all purposes. 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.

Section 22. Rights, Remedies Cumulative; Non-Waiver; Survival of Rights. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. The failure by either party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, 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. Any rights and remedies either

party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

Section 23. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

Section 24. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date.

Section 25. No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and is not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

Section 26. Estoppels by City. Periodically Developer, a lender, prospective assignee or purchaser may request a certificate from the City confirming that to the best of City's knowledge, the Developer has not breached, nor is there an event which with the passage of time would constitute an event of default under this Agreement. The City agrees to cooperate and otherwise assist Developer and to execute, in form and content acceptable to the City, a simple certification on a periodic basis as described in this Section.

Section 27. Time. Time is of the essence in the performance by the parties of their respective obligations under this Agreement.

Section 28. Incorporation of Recitals, Exhibits. The recitals to this Agreement set forth above are a part of this Agreement. Exhibits "A" through "H" attached hereto are hereby incorporated in this Agreement in full by this reference and are deemed to be a part of this Agreement as fully as if set forth in the body hereof.

EXECUTED at Dallas County, Texas on the day and year first written above.

TOWN OF ADDISON, TEXAS

**UDR, INC.
a Maryland corporation**

By: _____
Ron Whitehead, City Manager

By: _____
Marcus M. Culwell

ATTEST:

By: _____
City Secretary

DCO BROOKS APARTMENTS LP,
a Delaware limited partnership
By: DCO Realty, Inc., its General Partner

By: _____
Marcus M. Culwell

DCO GREENBROOK APARTMENTS LP,
a Delaware limited partnership
By: DCO Realty, Inc., its General Partner

By: _____
Marcus M. Culwell

DCO TALISKER LP,
a Delaware limited partnership
By: DCO Realty, Inc., its General Partner

By: _____
Marcus M. Culwell

DCO GARDEN OAKS LP,
a Delaware limited partnership
By: DCO Realty, Inc., its General Partner

By: _____
Marcus M. Culwell

DCO GLENWOOD APARTMENTS LP,
a Delaware limited partnership
By: DCO Glenwood Apartments GP LLC,
its General Partner
By: DCO Realty, Inc., its Sole Member

By: _____
Marcus M. Culwell

DCO CLIPPER POINTE LP,
a Delaware limited partnership
By: DCO Realty, Inc., its General Partner

By: _____
Marcus M. Culwell

DCO SPRINGHAVEN LP,
a Delaware limited partnership
By: DCO Realty, Inc., its General Partner

By: _____
Marcus M. Culwell

DCO ADDISON AT BROOKHAVEN LP,
a Delaware limited partnership
By: DCO Realty, Inc., its General Partner

By: _____
Marcus M. Culwell

DCO GREENHAVEN LP,
a Delaware limited partnership
By: DCO Realty, Inc., its General Partner

By: _____
Marcus M. Culwell

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2008 by Ron Whitehead, City Manager of the **Town of Addison**, Texas, a Texas municipal corporation, on behalf of the said municipal corporation.

NOTARY PUBLIC, State of Texas

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2008 by Marcus M. Culwell, Vice President of **UDR, Inc.**, a Maryland corporation, on behalf of the said corporation.

NOTARY PUBLIC, State of Texas

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on _____, 2008 by Marcus M. Culwell, authorized agent of DCO Realty, Inc., General Partner of **DCO BROOKS APARTMENTS LP**, a Delaware limited partnership, on behalf of the said limited partnership.

NOTARY PUBLIC, State of Texas

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on _____, 2008 by Marcus M. Culwell, authorized agent of DCO Realty, Inc., General Partner of **DCO GREENBROOK APARTMENTS LP**, a Delaware limited partnership, on behalf of the said limited partnership.

NOTARY PUBLIC, State of Texas

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on _____, 2008 by Marcus M. Culwell, authorized agent of DCO Realty, Inc., General Partner of **DCO TALISKER LP**, a Delaware limited partnership, on behalf of the said limited partnership.

NOTARY PUBLIC, State of Texas

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on _____, 2008 by Marcus M. Culwell, authorized agent of DCO Realty, Inc., General Partner of **DCO GARDEN OAKS LP**, a Delaware limited partnership, on behalf of the said limited partnership.

NOTARY PUBLIC, State of Texas

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on _____, 2008 by Marcus M. Culwell, authorized agent of DCO Realty, Inc., General Partner of **DCO GLENWOOD APARTMENTS LP**, a Delaware limited partnership, on behalf of the said limited partnership.

NOTARY PUBLIC, State of Texas

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on _____, 2008 by Marcus M. Culwell, authorized agent of DCO Realty, Inc., General Partner of **DCO CLIPPER POINTE LP**, a Delaware limited partnership, on behalf of the said limited partnership.

NOTARY PUBLIC, State of Texas

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on _____, 2008 by Marcus M. Culwell, authorized agent of DCO Realty, Inc., General Partner of **DCO SPRINGHAVEN LP**, a Delaware limited partnership, on behalf of the said limited partnership.

NOTARY PUBLIC, State of Texas

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on _____, 2008 by Marcus M. Culwell, authorized agent of DCO Realty, Inc., General Partner of **DCO ADDISON AT BROOKHAVEN LP**, a Delaware limited partnership, on behalf of the said limited partnership.

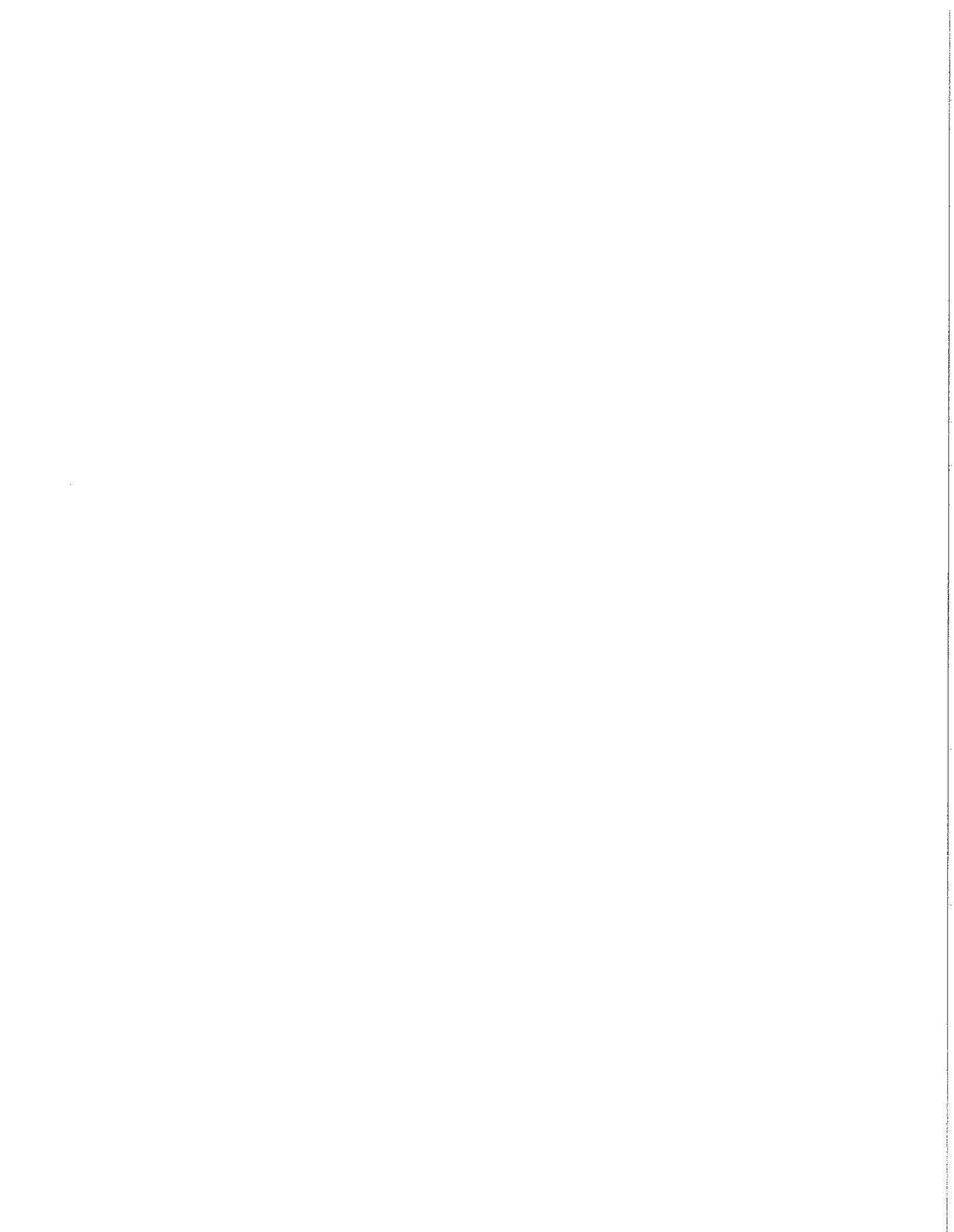
NOTARY PUBLIC, State of Texas

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on _____, 2008 by Marcus M. Culwell, authorized agent of DCO Realty, Inc., General Partner of **DCO GREENHAVEN LP**, a Delaware limited partnership, on behalf of the said limited partnership.

NOTARY PUBLIC, State of Texas



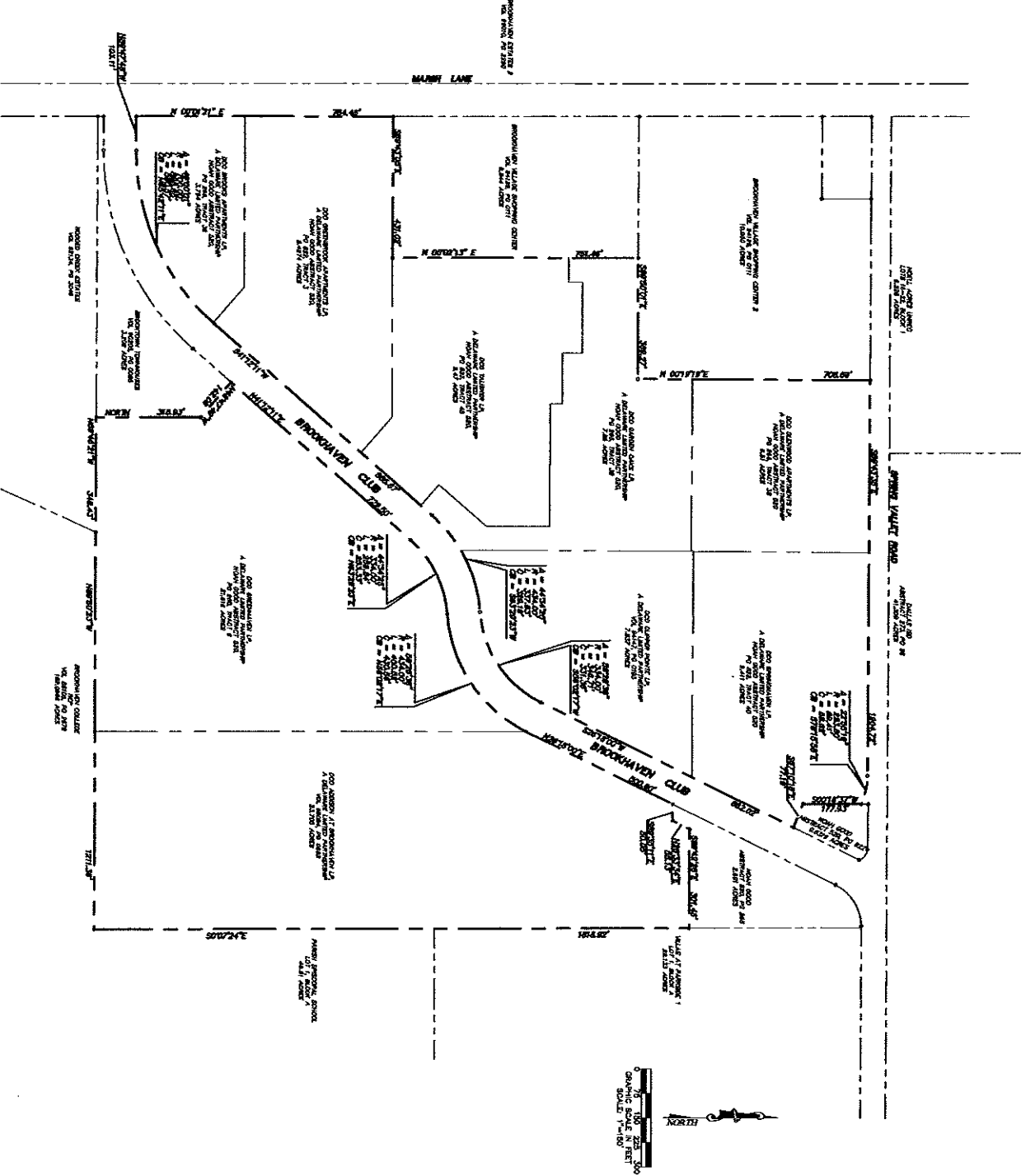


EXHIBIT "A" (PAGE 1 OF 5)
 MAP OF THE AREA

EXHIBIT "A" (Page 2 of 5)
PROPERTY DESCRIPTION
(South of Brookhaven Club Drive)

BEING a tract of land situated in the Noah Good Survey, Abstract No. 520, being all of The Pier Addition, an Addition in the City of Addison, Texas according to the Plat thereof recorded in Volume 77233, Page 143 and all of Springhaven Apartments Addition, an Addition in the City of Addison, Texas according to the Plat thereof recorded in Volume 78015, Page 1834, both in Map Records, Dallas County, Texas and being all of those certain tracts of land conveyed by Special Warranty Deed to DCO Glenwood Apartments LP, recorded in Instrument No. 20070159781, DCO Springhaven LP, recorded in Instrument No. 20070153048, DCO Garden Oaks LP, recorded in Instrument No. 20070096223, DCO Clipper Pointe LP, recorded in Instrument No. 20070170325, DCO Talisker LP, recorded in Instrument No. 20070159777, DCO Greenbrook Apartments LP, recorded in Instrument No. 20070159785 and DCO Brooks Apartments LP, recorded in Instrument No. 20070086354, all in Official Public Records, Dallas County, Texas (collectively called "DCO tract") and being more particularly described as follows:

BEGINNING at a point for corner at the intersection of the Northwesterly ROW line of Brookhaven Club Drive with the East ROW line of Marsh Lane, said point being at the Southwest corner of said DCO tract;

THENCE: North 00 degrees 01 minutes 21 seconds East, along the East ROW line of Marsh Lane and an West line of said DCO tract, a distance of 784.46 feet to a point for corner at the Southwest corner of Brookhaven Village Shopping Center Addition, recorded in Volume 86225, Page 4769, Plat Records, Dallas County, Texas;

THENCE: along the common line of said Brookhaven Village Shopping Center Addition and said DCO tract, the following bearings and distances:

South 89 degrees 43 minutes 05 seconds East, a distance of 43.02 feet to a point for corner at the Southeast corner of said Brookhaven Village Shopping Center;

North 00 degrees 02 minutes 13 seconds East, a distance of 751.46 feet to a point for corner;

South 89 degrees 50 minutes 01 seconds East, a distance of 369.27 feet to a point for corner;

North 00 degrees 19 minutes 19 seconds East, a distance of 708.69 feet to a point for corner in the South ROW line of Spring Valley Road, said point being at the Northwest corner of said DCO tract and the Northeast corner of said Brookhaven Village Shopping Center Addition;

THENCE: South 89 degrees 43 minutes 35 seconds East, along the South ROW line of Spring Valley Road and the North line of said DCO tract, a distance of 1204.72 feet to a point at the beginning of a curve to the right, having a central angle of 22 degrees 55 minutes 19 seconds, a radius of 223.50 feet and a chord bearing South 78 degrees 15 minutes 58 seconds East, a distance of. 88.82 feet;

EXHIBIT "A" (Page 3 of 5)

THENCE: Southeasterly, along said curve to the right, an arc distance of 89.41 feet to the end of said curve, in the West line of a tract of land conveyed to Crimson Tide Management by Warranty Deed recorded in Volume 98060, Page 3378, Deed Records, Dallas County, Texas, said point also being at the Northernmost Northeast corner of said DCO tract;

THENCE: South 00 degrees 16 minutes 37 seconds West, along the common line of said DCO tract and said Crimson Tide Management tract, a distance of 177.93 feet to a point for corner at the Southwest corner of said Crimson Tide Management tract;

THENCE: South 67 degrees 10 minutes 18 seconds East, along said common line, a distance of 77.19 feet to a point for corner in the Northwesterly ROW line of Brookhaven Club Drive, said point also being at the Southeast corner of said Crimson Tide Management tract;

THENCE: along the Northwesterly ROW line of Brookhaven Club Drive and the Southeasterly line of said DCO tract, the following bearings and distances:

South 26 degrees 18 minutes 00 seconds West, a distance of 862.02 feet to a point at the beginning of a curve to the right, having a central angle of 59 degrees 28 minutes 36 seconds, a radius of 334.00 feet and a chord bearing South 56 degrees 02 minutes 17 seconds West, a distance of 331.36 feet;

Southwesterly, along said curve to the right, an arc distance of 346.71 feet to a point at the end of said curve and the beginning of a curve to the left, having a central angle of 44 degrees 34 minutes 25 seconds, a radius of 434.00 feet and a chord bearing South 63 degrees 29 minutes 23 seconds West, a distance of 329.18 feet;

Southwesterly, along said curve to the left, an arc distance of 337.63 feet to a point at the end of said curve;

South 41 degrees 12 minutes 11 seconds West, a distance of 885.67 feet to a point at the beginning of a curve to the right, having a central angle of 49 degrees 00 minutes 01 seconds, a radius of 700.00 feet and a chord bearing South 65 degrees 42 minutes 12 seconds West, a distance of 580.57 feet;

Southwesterly, along said curve to the right, an arc distance of 598.65 feet to a point at the end of said curve;

North 89 degrees 47 minutes 48 seconds West, a distance of 103.11 feet to the PLACE OF BEGINNING and containing 54.017 acres of land.

EXHIBIT "A" (Page 4 of 5)
PROPERTY DESCRIPTION
(North of Brookhaven Club Drive

BEING a tract of land situated in the Noah Good Survey, Abstract No. 520, being all of Millcreek Apartments, an Addition in the City of Addison, Texas according to the Plat thereof recorded in Volume 76235, Page 2247, Map Records, Dallas County, Texas and being all of that certain tract of land conveyed to DCO Brookhaven LP by Special Warranty Deed recorded in Instrument No. 200600407616, Official Public Records, Dallas County, Texas and all of that certain tract of land conveyed to DCO Greenhaven LP by Special Warranty Deed recorded in Instrument No. 200600335782, Official Public Records, Dallas County, Texas (collectively called "DCO tract") and being more particularly described as follows:

BEGINNING at a point for corner in the Southeasterly ROW line of Brookhaven Club Drive, said point being at the Northwest corner of said DCO tract and the Southernmost Southwest corner of a tract of land conveyed to The Lemmons Co. by Special Warranty Deed recorded in Volume 2002212, Page 5261, Deed Records, Dallas County, Texas;

THENCE: South 89 degrees 35 minutes 11 seconds East, along the common line of said DCO tract and said The Lemmons Co. tract, a distance of 50.05 feet to a point for corner;

THENCE: North 26 degrees 33 minutes 34 seconds East, along said common line, a distance of 58.13 feet to a point for corner;

THENCE: South 89 degrees 42 minutes 26 seconds East, continuing along said common line, a distance of 301.45 feet to a point for corner in the West line of Lot 1, Block A, The Villas at Parkside, Phase I, recorded in Volume 95174, Page 4325, Map Records, Dallas County, Texas, said point also being at the Northeast corner of said DCO tract and the Southeast corner of said The Lemmons Co. tract;

THENCE: South 00 degrees 07 minutes 24 seconds East, along the common line of said DCO tract and said Lot 1, Block A, The Villas of Parkside, Phase I, a distance of 1818.92 feet to a point for corner in the West line of Lot 1, Block A, Exxon Mobil Addition, recorded in Volume 2001198, Page 30, Map Records, Dallas County, Texas, said point also being at the Northeast corner of Brookhaven College Replat, recorded in Volume 86105, Page 2676, Map Records, Dallas County, Texas;

THENCE: North 89 degrees 50 minutes 23 seconds West, along the common line of said DCO tract and said Brookhaven College Replat, a distance of 1211.36 feet to an angle point at the Northeast corner of Wooded Creek Estates, recorded in Volume 78111, Page 553, Map Records, Dallas County, Texas;

THENCE: North 89 degrees 46 minutes 21 seconds West, along the common line of said DCO tract and said Wooded Creek Estates, a distance of 349.43 feet to a point for corner at the Southwest corner of said DCO tract and the Southeast corner of Brooktown Towne House, recorded in Volume 72019, Page 1320, Condominium Records, Dallas County, Texas;

EXHIBIT "A" (Page 5 of 5)

THENCE: North, along the common line of said DCO tract and said Brooktown Towne House, a distance of 318.93 feet to an angle point;

THENCE: North 48 degrees 47 minutes 49 seconds West, along said common line, a distance of 142.08 feet to a point for corner in the Southeasterly ROW line of Brookhaven Club Drive, said point also being at the Southernmost Northwest corner of said DCO tract and the Northeast corner of said Brooktown Towne House;

THENCE: along the Southeasterly ROW line of Brookhaven Club Drive and the Northwesterly line of said DCO tract, the following bearings and distances:

North 41 degrees 12 minutes 11 seconds East, a distance of 729.50 feet to a point at the beginning of a curve to the right, having a central angle of 44 degrees 34 minutes 25 seconds, a radius of 334.00 feet and a chord bearing North 63 degrees 29 minutes 23 seconds East, a distance of 253.33 feet;

Northeasterly, along said curve to the right, an arc distance of 259.84 feet to a point at the end of said curve and the beginning of a curve to the left, having a central angle of 59 degrees 28 minutes 36 seconds, a radius of 434.00 feet and a chord bearing North 56 degrees 02 minutes 17 seconds East, a distance of 430.56 feet;

Northeasterly, along said curve to the left, an arc distance of 450.52 feet to a point at the end of said curve;

North 26 degrees 18 minutes 00 seconds East, a distance of 500.90 feet to the PLACE OF BEGINNING and containing 45.159 acres of land.

TOWN OF ADDISON, TEXAS

ORDINANCE NO. 007-034

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN, THE SAME BEING APPENDIX-A ZONING OF THE TOWN'S CODE OF ORDINANCES, BY CHANGING THE ZONING CLASSIFICATION ON AN APPROXIMATELY 99.176 ACRE TRACT OF LAND LOCATED IN THE BROOKHAVEN CLUB AREA OF THE TOWN (AN AREA BEING BOUNDED ON THE NORTH BY SPRING VALLEY ROAD, ON THE EAST BY THE CITY OF FARMERS BRANCH, ON THE SOUTH BY BROOKHAVEN COMMUNITY COLLEGE AND THE CITY OF FARMERS BRANCH, AND ON THE WEST BY MARSH LANE (AND AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A ATTACHED HERETO)) FROM (I) "A" APARTMENT DISTRICT (AS TO EIGHT (8) TRACTS OF LAND LOCATED WITHIN THE SAID 99.176 ACRE TRACT OF LAND AND CONTAINING APPROXIMATELY 87.7486 ACRES OF LAND) AND (II) PLANNED DEVELOPMENT DISTRICT (PD-CC, AS SET FORTH IN ORDINANCE NO. 828 OF THE TOWN) (AS TO ONE (1) TRACT OF LAND LOCATED WITHIN THE SAID 99.176 ACRE TRACT OF LAND AND CONTAINING APPROXIMATELY 9.4274 ACRES OF LAND) TO PD PLANNED DEVELOPMENT DISTRICT NO. 007-034 FOR RESIDENTIAL, RETAIL, AND OFFICE USES WITHIN A PEDESTRIAN ORIENTED VILLAGE; PROVIDING FOR AND ESTABLISHING USE REGULATION AND DEVELOPMENT CONDITIONS FOR THIS PLANNED DEVELOPMENT DISTRICT; CORRECTING THE OFFICIAL ZONING MAP; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND AND NO/100 (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING A SAVING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a tract of land located within the Town of Addison, Texas (the "City"), comprising a portion of the City generally known as the Brookhaven Club area and containing approximately 99.176 acres of land (the "Property") (which Property is generally bounded on the north by Spring Valley Road, on the east by the City of Farmers Branch, on the south by Brookhaven Community College and the City of Farmers Branch, and on the west by Marsh Lane, and is further described by metes and bounds in Exhibit A attached hereto and incorporated herein), is in part zoned "A" Apartment District (as to eight (8) tracts of land comprising a portion of the Property and containing approximately 87.7486 acres of land) and in part zoned PD Planned Development District (PD-CC, as set forth in Ordinance No. 828 of the City, as to one (1) tract of land comprising a portion of the Property and containing approximately 9.4274 acres of land); and

WHEREAS, the owner of the Property filed an application with the Planning and Zoning Commission of the City requesting a change in zoning of the Property to PD Planned Development and an amendment to the official Zoning Map of the City in accordance with City's comprehensive Zoning Ordinance, the same being Appendix A-Zoning of the City's Code of Ordinances (the "Zoning Ordinance") and proposes to build a mixed use development in phases on the Property under a unified plan consisting of retail, restaurant, residential and office uses within a pedestrian-oriented village setting; and

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the State law and the ordinances of the City, have given the required notices and have held the required public hearings regarding the rezoning of the Property as hereinafter described; and

WHEREAS, after public notices were given in compliance with State law and public hearings were conducted, and after considering the information submitted at the said public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City recommended to the City Council the rezoning of the Property as set forth in this Ordinance; and

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

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

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

Section 2. Amendment. The Comprehensive Zoning Ordinance of the Town of Addison, Texas, the same being Appendix A – Zoning of the Code of Ordinances of the City (the "Zoning Ordinance"), is hereby amended by changing the zoning on the Property (as described in Exhibit A attached hereto and incorporated herein) from (i) "A" Apartment District, as to eight (8) tracts of land comprising a portion of the Property and containing approximately 89.7486 acres of land, and (ii) from PD Planned Development District (PD-CC, as set forth in Ordinance No. 828 of the City), as to one (1) tract of land comprising a portion of the Property and containing approximately 9.4274 acres of land, to PD Planned Development District No. 007-034, in accordance with the requirements of this Ordinance (including all exhibits referenced herein, each of which is incorporated herein for all purposes), all applicable parts of the City's Zoning Ordinance, and all other applicable ordinances, rules and regulations of the City.

Section 3. Development. The Property shall be developed, occupied, and used only in accordance with the terms and conditions of this Ordinance and all exhibits attached hereto (all of which are incorporated herein and made a part hereof for all purposes), including, without limitation, the Planned Development Conditions and Standards, Brookhaven Village attached hereto as Exhibit "B" and incorporated herein for all purposes (and including all of the exhibits

attached to the said Planned Development Conditions and Standards), the Concept Plan attached hereto as Exhibit "C" and incorporated herein and made a part hereof for all purposes, the Street Standards attached hereto as Exhibit "D" and incorporated herein and made a part hereof for all purposes, Street Lighting and Street Furnishings attached hereto as Exhibit "E" and incorporated herein and made a part hereof for all purposes, and the Sustainability Guideline for Brookhaven Development attached hereto as Exhibit "E" and incorporated herein and made a part hereof for all purposes, with the City's Zoning Ordinance (and as the same may be hereafter amended or superseded), and with all other applicable ordinances, standards, rules and regulations of the City (and as the same may be hereafter amended or superseded).

Prior to development, occupancy, or use of any portion of the Property, a development plan must be submitted to and approved by the City in accordance with and as set forth in Article XV (Planned Development District) of the Zoning Ordinance and other applicable provisions. For purposes of the development of the Property and in connection with the issuance of a permit for such development, each phase of development of the Property, and each portion of the development of the Property as reflected in a development plan for that portion, constitutes a separate and distinct project for which a permit may be required.

Section 4. Building Permits, Certificates of Occupancy. No building permit or certificate of occupancy for any use on or in the Property shall be issued until there has been full compliance with this Ordinance and all other ordinances, rules, and regulations of the City.

Section 5. Zoning map. The official Zoning Map of the City shall be modified to reflect the zoning change herein made.

Section 6. Purpose. The amendment to zoning herein made has been made in accordance with the comprehensive plan of the City for the purpose of promoting the health, safety and welfare of the community, and with consideration of the reasonable suitability for the particular use and with a view of conserving the value of the buildings and encouraging the most appropriate use of land within the community.

Section 7. No Other Amendment; Savings. Except for the amendment and change made herein, the PD Ordinance is not otherwise amended hereby, and all other provisions thereof shall remain in full force and effect. This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance.

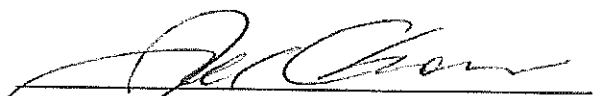
Section 8. Penalty. It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount not more than Two Thousand Dollars (\$2,000.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

Section 9. 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 portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.


Section 10. Effective date. This Ordinance shall become effective from and after its date of approval and passage and after publication as provided by law.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this 9th day of October, 2007.




Joe Chow, Mayor

ATTEST:

By: 

Mario Camizares, City Secretary

APPROVED AS TO FORM:

By: 

John Hill, City Attorney

PROPERTY DESCRIPTION
PARCEL 1

BEING a tract of land situated in the Noah Good Survey, Abstract No. 520, being all of The Pier Addition, an Addition in the City of Addison, Texas according to the Plat thereof recorded in Volume 77233, Page 143 and all of Springhaven Apartments Addition, an Addition in the City of Addison, Texas according to the Plat thereof recorded in Volume 78015, Page 1834, both in Map Records, Dallas County, Texas and being all of those certain tracts of land conveyed by Special Warranty Deed to DCO Glenwood Apartments LP, recorded in Instrument No. 20070159781, DCO Springhaven LP, recorded in Instrument No. 20070153048, DCO Garden Oaks LP, recorded in Instrument No. 20070096223, DCO Clipper Pointe LP, recorded in Instrument No. 20070170325, DCO Talisker LP, recorded in Instrument No. 20070159777, DCO Greenbrook Apartments LP, recorded in Instrument No. 20070159785 and DCO Brooks Apartments LP, recorded in Instrument No. 20070086354, all in Official Public Records, Dallas County, Texas (collectively called "DCO tract") and being more particularly described as follows:

BEGINNING at a point for corner at the intersection of the Northwesterly ROW line of Brookhaven Club Drive with the East ROW line of Marsh Lane, said point being at the Southwest corner of said DCO tract;

THENCE: North 00 degrees 01 minutes 21 seconds East, along the East ROW line of Marsh Lane and an West line of said DCO tract, a distance of 784.46 feet to a point for corner at the Southwest corner of Brookhaven Village Shopping Center Addition, recorded in Volume 86225, Page 4769, Plat Records, Dallas County, Texas;

THENCE: along the common line of said Brookhaven Village Shopping Center Addition and said DCO tract, the following bearings and distances:

South 89 degrees 43 minutes 05 seconds East, a distance of 43.02 feet to a point for corner at the Southeast corner of said Brookhaven Village Shopping Center;

North 00 degrees 02 minutes 13 seconds East, a distance of 751.46 feet to a point for corner;

South 89 degrees 50 minutes 01 seconds East, a distance of 369.27 feet to a point for corner;

North 00 degrees 19 minutes 19 seconds East, a distance of 708.69 feet to a point for corner in the South ROW line of Spring Valley Road, said point being at the Northwest corner of said DCO tract and the Northeast corner of said Brookhaven Village Shopping Center Addition;

THENCE: South 89 degrees 43 minutes 35 seconds East, along the South ROW line of Spring Valley Road and the North line of said DCO tract, a distance of 1204.72 feet to a point at the beginning of a curve to the right, having a central angle of 22 degrees 55 minutes 19 seconds, a radius of 223.50 feet and a chord bearing South 78 degrees 15 minutes 58 seconds East, a distance of. 88.82 feet;

THENCE: Southeasterly, along said curve to the right, an arc distance of 89.41 feet to the end of said curve, in the West line of a tract of land conveyed to Crimson Tide Management by Warranty Deed recorded in Volume 98060, Page 3378, Deed Records, Dallas County, Texas, said point also being at the Northernmost Northeast corner of said DCO tract;

THENCE: South 00 degrees 16 minutes 37 seconds West, along the common line of said DCO tract and said Crimson Tide Management tract, a distance of 177.93 feet to a point for corner at the Southwest corner of said Crimson Tide Management tract;

THENCE: South 67 degrees 10 minutes 18 seconds East, along said common line, a distance of 77.19 feet to a point for corner in the Northwesterly ROW line of Brookhaven Club Drive, said point also being at the Southeast corner of said Crimson Tide Management tract;

THENCE: along the Northwesterly ROW line of Brookhaven Club Drive and the Southeasterly line of said DCO tract, the following bearings and distances:

South 26 degrees 18 minutes 00 seconds West, a distance of 862.02 feet to a point at the beginning of a curve to the right, having a central angle of 59 degrees 28 minutes 36 seconds, a radius of 334.00 feet and a chord bearing South 56 degrees 02 minutes 17 seconds West, a distance of 331.36 feet;

Southwesterly, along said curve to the right, an arc distance of 346.71 feet to a point at the end of said curve and the beginning of a curve to the left, having a central angle of 44 degrees 34 minutes 25 seconds, a radius of 434.00 feet and a chord bearing South 63 degrees 29 minutes 23 seconds West, a distance of 329.18 feet;

Southwesterly, along said curve to the left, an arc distance of 337.63 feet to a point at the end of said curve;

South 41 degrees 12 minutes 11 seconds West, a distance of 885.67 feet to a point at the beginning of a curve to the right, having a central angle of 49 degrees 00 minutes 01 seconds, a radius of 700.00 feet and a chord bearing South 65 degrees 42 minutes 12 seconds West, a distance of 580.57 feet;

Southwesterly, along said curve to the right, an arc distance of 598.65 feet to a point at the end of said curve;

North 89 degrees 47 minutes 48 seconds West, a distance of 103.11 feet to the PLACE OF BEGINNING and containing 54.017 acres of land.

PROPERTY DESCRIPTION
PARCEL 2

BEING a tract of land situated in the Noah Good Survey, Abstract No. 520, being all of Millcreek Apartments, an Addition in the City of Addison, Texas according to the Plat thereof recorded in Volume 76235, Page 2247, Map Records, Dallas County, Texas and being all of that certain tract of land conveyed to DCO Brookhaven LP by Special Warranty Deed recorded in Instrument No. 200600407616, Official Public Records, Dallas County, Texas and all of that certain tract of land conveyed to DCO Greenhaven LP by Special Warranty Deed recorded in Instrument No. 200600335782, Official Public Records, Dallas County, Texas (collectively called "DCO tract") and being more particularly described as follows:

BEGINNING at a point for corner in the Southeasterly ROW line of Brookhaven Club Drive, said point being at the Northwest corner of said DCO tract and the Southernmost Southwest corner of a tract of land conveyed to The Lemmons Co. by Special Warranty Deed recorded in Volume 2002212, Page 5261, Deed Records, Dallas County, Texas;

THENCE: South 89 degrees 35 minutes 11 seconds East, along the common line of said DCO tract and said The Lemmons Co. tract, a distance of 50.05 feet to a point for corner;

THENCE: North 26 degrees 33 minutes 34 seconds East, along said common line, a distance of 58.13 feet to a point for corner;

THENCE: South 89 degrees 42 minutes 26 seconds East, continuing along said common line, a distance of 301.45 feet to a point for corner in the West line of Lot 1, Block A, The Villas at Parkside, Phase I, recorded in Volume 95174, Page 4325, Map Records, Dallas County, Texas, said point also being at the Northeast corner of said DCO tract and the Southeast corner of said The Lemmons Co. tract;

THENCE: South 00 degrees 07 minutes 24 seconds East, along the common line of said DCO tract and said Lot 1, Block A, The Villas of Parkside, Phase I, a distance of 1818.92 feet to a point for corner in the West line of Lot 1, Block A, Exxon Mobil Addition, recorded in Volume 2001198, Page 30, Map Records, Dallas County, Texas, said point also being at the Northeast corner of Brookhaven College Replat, recorded in Volume 86105, Page 2676, Map Records, Dallas County, Texas;

THENCE: North 89 degrees 50 minutes 23 seconds West, along the common line of said DCO tract and said Brookhaven College Replat, a distance of 1211.36 feet to an angle point at the Northeast corner of Wooded Creek Estates, recorded in Volume 78111, Page 553, Map Records, Dallas County, Texas;

THENCE: North 89 degrees 46 minutes 21 seconds West, along the common line of said DCO tract and said Wooded Creek Estates, a distance of 349.43 feet to a point for corner at the Southwest corner of said DCO tract and the Southeast corner of Brooktown Towne House, recorded in Volume 72019, Page 1320, Condominium Records, Dallas County, Texas;

THENCE: North, along the common line of said DCO tract and said Brooktown Towne House, a distance of 318.93 feet to an angle point;

THENCE: North 48 degrees 47 minutes 49 seconds West, along said common line, a distance of 142.08 feet to a point for corner in the Southeasterly ROW line of Brookhaven Club Drive, said point also being at the Southernmost Northwest corner of said DCO tract and the Northeast corner of said Brooktown Towne House;

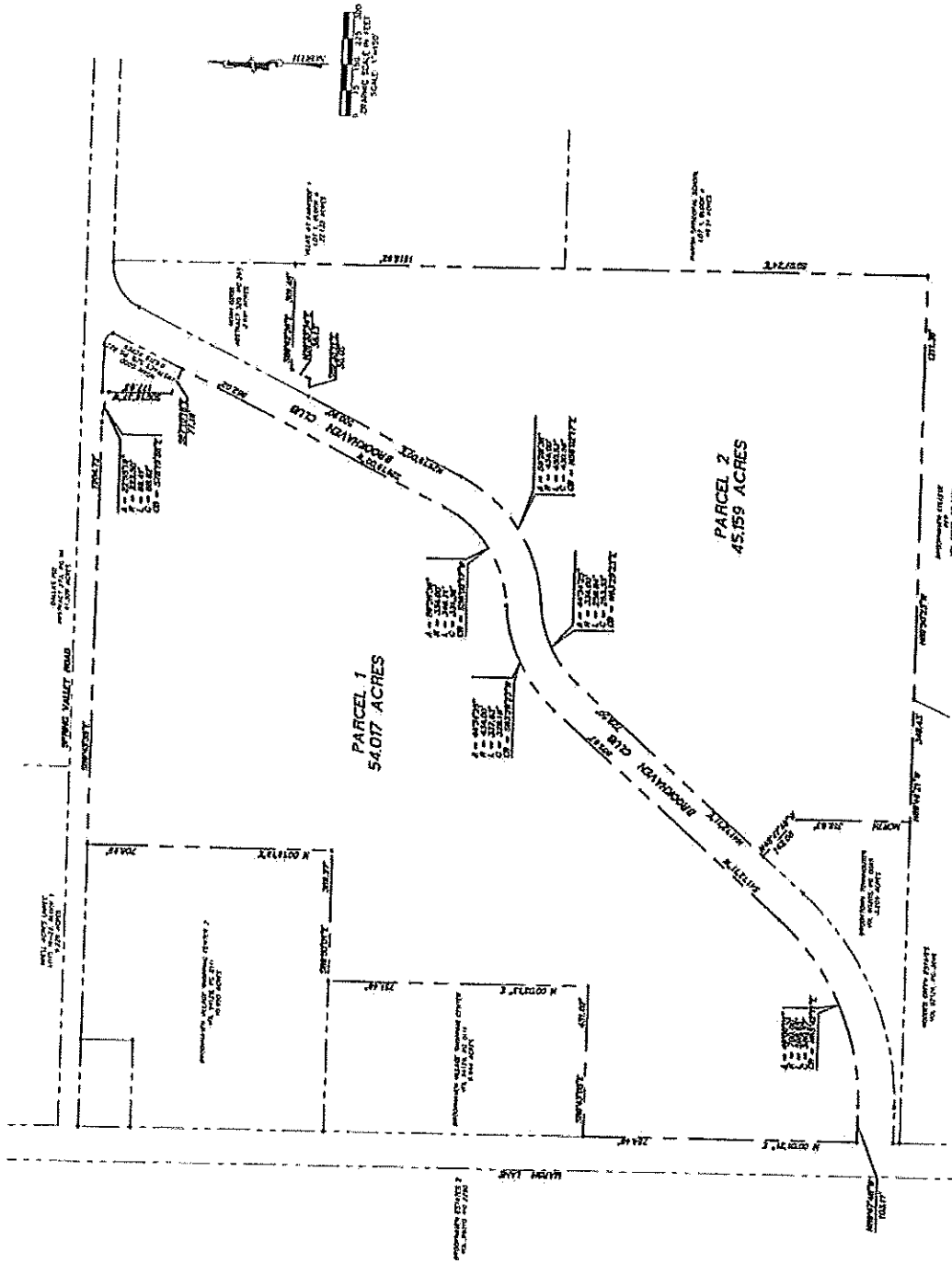
THENCE: along the Southeasterly ROW line of Brookhaven Club Drive and the Northwesterly line of said DCO tract, the following bearings and distances:

North 41 degrees 12 minutes 11 seconds East, a distance of 729.50 feet to a point at the beginning of a curve to the right, having a central angle of 44 degrees 34 minutes 25 seconds, a radius of 334.00 feet and a chord bearing North 63 degrees 29 minutes 23 seconds East, a distance of 253.33 feet;

Northeasterly, along said curve to the right, an arc distance of 259.84 feet to a point at the end of said curve and the beginning of a curve to the left, having a central angle of 59 degrees 28 minutes 36 seconds, a radius of 434.00 feet and a chord bearing North 56 degrees 02 minutes 17 seconds East, a distance of 430.56 feet;

Northeasterly, along said curve to the left, an arc distance of 450.52 feet to a point at the end of said curve;

North 26 degrees 18 minutes 00 seconds East, a distance of 500.90 feet to the PLACE OF BEGINNING and containing 45.159 acres of land.



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EXHIBIT B
PLANNED DEVELOPMENT CONDITIONS AND STANDARDS

1. **Purpose.** The purpose of this Planned Development District No. 007-034 (the "PD District," "planned development district," or "district") is to create a mixed use environment under a unified plan consisting of retail, restaurant, residential and office uses within a pedestrian-oriented village setting, to be developed in accordance with all of the standards, terms and conditions of this Ordinance No. 007-034 (the "Ordinance"). These Planned Development Conditions, Brookhaven Village are incorporated into and made a part of the Ordinance for all purposes. Development, occupancy, and use of the Property and any portion thereof shall comply with development conditions set forth herein, with the Ordinance, with all applicable provisions of the Zoning Ordinance of the Town of Addison, Texas (the "City") (the same being Appendix A – Zoning of the Code of Ordinances of the City, and as it may be amended or superseded (the "Zoning Ordinance")), and with all other applicable ordinances, laws, rules, regulations, standards, and codes of the City and any other governmental entity or agency having jurisdiction over the Property or applicable portion thereof.

2. **Definitions, Interpretations.** Unless otherwise stated, the definitions and interpretations in the Zoning Ordinance apply to this Ordinance and the development conditions set forth herein.

3. **Concept Plan.** Development and use of the Property which is the subject of this Ordinance (which Property is described by metes and bounds and a survey of which is attached to this Ordinance as Exhibit "A") (the "Property") must substantially comply with the concept plan attached to the Ordinance as Exhibit "C" and incorporated into and made a part of this Ordinance for all purposes (the "Concept Plan").

4. **Development Plan.**

- a. **Plan Required.** Prior to and as a condition of the issuance of a building or any other permit for (i) any development, or (ii) the construction, erection, alteration, extension, placement or locating of any building, structure, or improvement whatsoever, within the Property or any portion thereof, a development plan for the same must be approved by the Planning and Zoning Commission and by the City Council in accordance with Article XV, Section 5 of the Zoning Ordinance. A development plan (whether submitted for the entire Property or for a portion thereof) must comply with the Conceptual Plan, the standards, terms and conditions of this Ordinance, the Zoning Ordinance, and all other applicable ordinances, laws, rules, regulations, codes and standards of the City and any other governmental entity or agency having jurisdiction over the Property or applicable portion thereof. Development, occupancy, and use of the Property or portion thereof which is covered by or the subject of a development plan must comply in all respects with the development plan. Upon approval of a development plan by the City Council, the same shall be incorporated into and made a part of this Ordinance for all purposes.

Office of the City Secretary

Ordinance 007-034
EXHIBIT B

5. Uses.

- a. Authorized Uses; Prohibited Uses. Only those uses identified herein as permitted uses, special uses, or accessory uses are authorized uses (subject to the terms, conditions and provisions of this Ordinance) within the Property. All other uses are expressly prohibited.
- b. Permitted Uses. The following uses of land are authorized as permitted uses within the Property. Uses are further classified according to general categories of land uses. To the extent expressly authorized by these PD District regulations, a general use category (e.g., "retail") may be identified on the Concept Plan or, except for residential uses, on a development plan. Upon approval of the Concept Plan or a development plan which includes a general use category, any use appearing or classified under such general use category in the use list set forth below, is authorized in accordance with the Concept Plan or development plan, as the case may be, any conditions attached thereto, and all other provisions of this Ordinance, the Zoning Ordinance, and any other ordinance, law, rule, regulation, code, and standard applicable thereto:

1. *Residential.* Residential uses within the Property are limited to the following:

Townhouse
Condominium
Multifamily

2. *Retail.* Retail uses within the Property are limited to the following (all uses listed below are for retail use only (whether or not so specified), and are subject to the General Conditions set forth in subsection e. of this Section 5):

Antique shop
Aquarium
Art gallery
ATM facilities
Bakery, retail sales only
Bank
Barber and beauty shop
Bicycle sales and service
Book or stationery store
Business support services
Camera shop
Candy, cigars and tobaccos, retail sales only

Caterer and wedding service (office only)
Cleaning, dyeing and laundry pick-up station for receiving and delivery of articles to be cleaned, dyed and laundered, but no actual cleaning, dyeing, or laundering work is to be done on the premises
Coffee shop (no seating on premises)
Convenience store
Cosmetic and beauty supplies
Dance studios
Department store
Donut and pastry shop, no seating on premises
Drug store, retail sales only
Electrical goods and fixtures for consumer use
Electronics store
Film developing and printing
Financial services
Fix-it shops, bicycle repair, saw filing and lawn mower sharpening, retail sales only
Florist, retail sales only
Furniture sales, repairs and upholstery
Gallery, for the display and sale of artworks
Grocery store, retail sales only
Hardware, sporting goods, toys, paints, wallpaper, clothing, retail sales only
Health club, private and public
Household and office furniture, furnishings and appliances, retail sales or rental only
Jewelry, optical goods, photographic supplies, retail sales only
Laundromat, equipped with automatic washing machines of the type customarily found in a home and where the customers may personally supervise the washing and handling of their laundry
Magazine store
Meat market, retail sales only
Medical and dental clinics
Movie DVD and VHS rental and sales
Optician and optical store
Pet and pet supplies
Photographer or artist studio
Pizza delivery shop, no seating on premises
Piano and musical instruments
Plumbing shop, without warehouse facilities (to include storage for ordinary repairs, but not storage for materials for contracting work)
Printing and copy shop, retail sales only

Professional offices for architect, attorney, engineer and real estate
Public garage, parking, no repairs
Retail Store
Seamstress, dressmaker, or tailor
Shoe repair shop, retail sales only
Sporting goods, toy & hobby store
Studio for the display and sale of glass, china, art objects, cloth and draperies
Studios, dance, music, drama, martial arts
Tailors
Telephone stores
Title companies
Travel services
Wearing apparel, including clothing, shoes, hats, millinery and accessories

3. *Office.* (Defined under article XXX of the Zoning Ordinance)
4. *Home office.* For the purposes of this PD District, "home office" means and includes office uses that are performed in a residential dwelling unit or in an office attached to a residential dwelling unit, that do not involve any structural change to the building or premises in which the use is conducted. A home office use, which is located on the ground floor of a building may include the employment of not more than three employees, including the person who is the primary resident of the residential dwelling unit where the home office use is conducted . A home office use which is located on any floor of a building other than the ground floor may not include the employment of any employee other than a person who is a primary resident of the residential dwelling unit where the home office use is conducted.
5. *Civic.* (Defined under article XXX of the Zoning Ordinance)
6. *Mixed use (with residential).* (Defined under article XXX of the Zoning Ordinance)
7. *Mixed use (with nonresidential).* (Defined under article XXX of the Zoning Ordinance)

- c. Special Uses. A use listed below in this subsection may be permitted within the Property provided the same is first authorized by the approval of a special use permit in accordance with and subject to Article XX, Special Uses, of the City's Zoning Ordinance (and as the same may be modified or superseded):

1. Hotel.
 2. Cleaning, dyeing and laundry pick-up station, with cleaning, dyeing and/or laundry work done on the premises.
 3. Library, for loan of books and other materials typically performed by a public library.
 4. Public safety facilities.
 5. Restaurant.
 6. Retirement home.
 7. Sale of alcohol for on-premises consumption.
 8. Transit facilities.
- d. Accessory Uses. The following are permitted as accessory uses within the Property:
1. Community, social, hobby, or laundry facilities, for use by occupants of a residential development within the Property which are customary to residential developments.
 2. Recreation space and facilities.
 3. Parking and parking structures.
 4. Other uses customarily incidental and subordinate to permitted uses and any special uses.
- e. General Conditions. Development, occupancy, and use of the Property shall comply with the following conditions, as applicable:
1. *Retail use.* A retail use may be operated or conducted only in accordance with the following:
 - (a) Except as provided in subsection (b) below (regarding kiosks), a retail use is permitted only in connection with and as a part of a "mixed use (with residential)," as the same is defined in Article XXX of the Zoning Ordinance.
 - (b) Notwithstanding subsection (a) above (regarding a mixed use (with residential)), a retail use may be provided or conducted from and within a portable kiosk. For purposes hereof, "kiosk" means a small, free-standing one-story building or structure having a maximum floor area of 500 square feet which is portable in nature, is not permanent, and can be easily and readily moved from location to location. If a portable kiosk is to be occupied, it shall have a minimum floor area of 25 square feet. A portable kiosk for the purpose of providing or conducting a retail use is permitted anywhere within the Property.

- (c) Except as the same may be provided or conducted from a portable kiosk, free-standing retail is prohibited. For purposes hereof, "free-standing retail" means the use or occupancy of a free-standing building for a retail use.

6. **Development Standards.**

- a. For purposes of determining parking and open space compliance, the entire Property shall be considered as one lot. For example, retail parking in one phase of development, such as parking in a parking structure, may be applied to the required parking in another phase of retail development. Notwithstanding the consideration of the entire Property as one lot for parking and open space compliance purposes, parking for each development or phase of a development within the Property must be sufficient (and satisfy all of the standards set forth herein) for the development or phase thereof.
- b. Development, occupancy, and use of the Property shall comply with the development standards set forth in the following Table A:

TABLE A: DEVELOPMENT STANDARDS	
<p><u>Street Build-to Line</u></p> <p>All primary buildings, structures, walls, fences, and other improvements shall be constructed, located, placed, and erected along and contiguous to the applicable build-to line; provided, however, that not more than 30 percent of any street frontage may vary from the build-to line, except in that portion of the Property identified on the Concept Plan as "Subarea 1" not more than 50 percent of any street frontage may vary from the build-to line. The build-to line shall be measured from the closest right-of-way line of the adjacent street.</p>	<p><i>Street build-to lines within the Property are as follows (streets are as shown or identified on the Concept Plan):</i></p> <ul style="list-style-type: none"> • 9 feet along A streets (as shown on the attached Exhibit "C" to this Ordinance No. 007-034) • No less than 6 feet, no more than 9 feet along B streets (as shown on the attached Exhibit "C" to this Ordinance No. 007-034) • No less than 6 feet, no more than 9 feet along all C streets (as shown on the attached Exhibit "C" to this Ordinance No. 007-034) • 4 feet along all D streets (as shown on the attached Exhibit "C" to this Ordinance No. 007-034) • No less than 6 feet, no more than 9 feet along all E streets (as shown on the attached Exhibit "C" to this Ordinance No. 007-034)

<u>Side Yard Setback</u>	None, except as required by the City's Fire Code (and as the same may be amended or superseded from time to time)	
<u>Rear Yard Setback</u>	None, except as required by the City's Fire Code (and as the same may be amended or superseded from time to time)	
<u>Maximum height of building</u>	No maximum height; except the portion of any building or other structure which is located within 100 feet of the property line of a lot or other parcel of land which is zoned for single family or apartment use or which is otherwise used or occupied for a residential use shall not exceed 60 feet in height. All heights are subject to FAA approval.	
<u>Minimum lot area</u>	No minimum lot area	
<u>Minimum lot width</u>	No minimum lot width	
<u>Minimum lot depth</u>	No minimum lot depth	
<u>Minimum area per Residential dwelling unit</u>	Efficiency	450 sq. ft.
	One- Bedroom	600 sq. ft.
	Two-Bedroom	850 sq. ft.
	Three-Bedroom	1,000 sq. ft.
	Townhouse	1,600 sq. ft.
	Office uses	500,000 sq. ft.
<u>Maximum nonresidential square footage</u>	Retail, restaurant and personal service uses	500,000 sq. ft.
<u>Maximum lot coverage</u>	95%	

c. Miscellaneous development standards:

1. Lot coverage:

- (a) The area of a porch or arcade fronting a public street is not included in the calculation of lot coverage.
- (b) The area of an above-grade parking structure is included in the calculations of lot coverage.

2. Height: Architectural features including, but not limited to, turrets, spires and towers may exceed maximum height of building provided that any such structure is no more than 15 feet higher than the maximum permitted height and has a floorplate which is ten percent, or less, of the ground floor area of the building of which it is a part.
3. Setbacks:
 - (a) *Overhangs and fireplaces.* The minimum setback requirements shall apply in all cases, except that fireplaces, eaves, bays, balconies and fireproof stairways may extend up to a maximum of five feet into the required setbacks.
 - (b) *Patios.* Patios may be constructed within the required setback zones.

7. **Open Space.**

- a. Two acres for every 1,000 residents shall be dedicated for public open space use by the project applicant up to the point that dedication has been provided for 2,250 residents. After sufficient open space has been dedicated to meet the requirement for 2,250 residents, 1 1/2 acres of open space for each 1,000 residents shall be dedicated for public use by the project applicant. For purposes of this section, the number of residents expected to reside in the Property (or applicable portion thereof) shall be determined by estimating the number of dwelling units authorized for a proposed project, multiplied by a factor of 1.5 persons per dwelling unit.
- b. Land proposed to be dedicated as public open space shall be clearly shown on the Concept Plan and final development plan submittals.
- c. Land to be dedicated for public open space shall be approved initially by the planning and zoning commission and thereafter shall be submitted to the city council for consideration of acceptance of the proposed dedication. No dedication shall be deemed approved without express action of the city council in the form of a written "acceptance of dedication." Failure of the city council to execute an acceptance of dedication shall be deemed to be a refusal of the proposed dedication.
- d. In its approval of any development plan, the Town may impose such conditions as deemed necessary to assure that the intent and purpose of this section is satisfied.

8. **Parking.**

Office of the City Secretary

Ordinance 007-034
EXHIBIT B

a. *Generally.* Off-street parking must be provided for the appropriate building use classification according to the following ratios:

1. *General retail.* (1/250 s.f.) One space per each 250 square feet of gross floor area.
2. *Furniture store.* (1/1,000 s.f.) One space per each 1,000 square feet of gross floor area.
3. *Medical or dental clinics.* (1/200 s.f.) One space per each 200 square feet of gross floor area.
4. *Bank or savings and loans.* (1/300 s.f.) One space per each 300 square feet of gross floor area.
5. *Office.* (1/300 s.f.) One space per each 300 square feet of gross floor area.
An office building or group of buildings, which shall total 50,000 square feet or more: (1/300 s.f.). One space per 300 square feet of gross leaseable area.
6. *Health club or studio for dance, music, drama, health and reducing.* (1/100 s.f.) One space per each 100 square feet of gross floor area.
7. *Residential.* One space/bedroom to a maximum of two spaces/unit.
8. *Hotel.* One space/hotel room plus one parking space per every 300 square feet of gross floor area of conference/banquet facilities.
9. *Civic.* To be determined by parking demand analysis study for proposed use and approved by the town's director of development services.
10. *Mixed use.* Number of spaces resulting from application of ratios provided above for respective uses in the development.

b. *Shared parking.* Uses may join in establishing shared parking areas if it can be demonstrated that the parking for two or more specific uses occurs at alternating time periods. Required parking shall be determined based on parking demand for the peak parking period as determined by a parking analysis study approved by the town's director of development services.

c. *Below-grade parking.* Off-street below-grade parking is permitted to the lot lines, but must be designed to allow planting of landscape.

d. *Parking garages.* Parking garage ramps shall not be expressed on the facades of parking structures fronting, or visible from public streets. Steel parking garages and steel guard cables on the garage facades are prohibited. The maximum length of an exposed parking structure along a street is 200 feet.

e. *Bicycle parking.* Bicycle parking shall be provided for all multi-family and commercial uses.

9. **Streets.** All streets and blocks in the Property shall conform to the provisions of this section.

Office of the City Secretary

Ordinance 007-034

EXHIBIT B

- a. *Street standards.* Standards for streets within the Property shall be as set forth in Exhibit "D," which is attached to this Ordinance, No. 007-034 and made a part hereof by reference. The Town's Master Thoroughfare Plan is amended to conform to Exhibit "D" for streets within this planned development district.
- b. *Street type and pattern.* The location of streets on the master thoroughfare plan is approximate. Precise location of streets shall be determined in conjunction with the approved Concept Plan and the approval of development plans.
- c. *Block length.* The length of a block shall not be less than 200 feet, nor more than 750 feet.

10. **Exterior Appearance.**

a. *Materials:*

- 1. At least 80 percent of the exterior cladding of all exterior walls fronting or visible from public streets (including above grade parking structures) shall be masonry construction. For purposes of this planned development district, "masonry construction" includes, but is not limited to brick, stone, cultured stone, glazing and plate glass, and split face concrete masonry units. An applicant, however may submit a design for construction of parking structures that employs alternative construction materials for exterior cladding with an application for a development plan. The alternative may be approved by the city upon determination that such construction will result in an appearance that is compatible with surrounding buildings and the overall character of the district.
- 2. At least 60 percent of exterior cladding of all walls not fronting on, or not visible from, public ways (including above grade parking structures) may be constructed of noncombustible materials including exterior stucco and fibrous cementitious material (e.g. hardi-material) construction.
- 3. The exterior cladding (excluding glass) of all buildings, (including above grade parking structures) shall be composed of not more than three materials (excluding roofs).
- 4. The following materials are prohibited as primary cladding materials:
 - Aluminum siding or cladding
 - Wood roof shingles
 - Unfinished concrete block (architecturally finished concrete block is permitted as a cladding material).

5. The following materials are prohibited as primary roofing materials:

Wood roof shingle
Composite shingles with less than a 50-year life

6. Balcony and patio railings and fences shall be constructed of wrought iron or metal. Wood fences and railings and chain-link fencing are prohibited.

b. *Windows:*

1. Where a retail use occupies the first floor, at least 70 percent of the first floor exterior wall facing a thoroughfare, street, boulevard or parking plaza shall be transparent glazing.
2. The exterior wall surface of all buildings above the first floor shall not be more than 50 percent glass.
3. Glass is to be clear or tinted, not reflective.

- c. *Walls.* Walls attached to buildings shall be developed as architectural extensions of the building, constructed of the same material and in the same style.

- d. *Color.* The dominant color of all buildings (including above-grade parking structures) shall be muted shades of color. Black and stark white shall not be used except as accent color. There are no restrictions on accent colors which comprise less than 1.0% of the building face, except that fluorescent colors are prohibited.

11. **Landscape.** Landscaping within the Property shall comply with the provisions in this section and with the standards contained in Article XXI, landscaping regulations of the Zoning Ordinance. Where conflicts exist between this section and the landscaping regulations, requirements in this section shall control.

- a. **Streetscape Zone.** In the district, all streetscape elements, including street trees, lighting and other furnishings must be provided in the right-of-way, exclusive of driveways and access ways at points of ingress and egress to and from each lot.

1. Street Trees – Street trees shall be provided in accordance with the following:

- (a) Each street (except treeless mews streets) shall have street trees planted at uniform spacing, commencing no closer than 40 feet from the face of curb of intersecting streets.

- (b) Typically, street trees shall be planted as shown on Exhibit "D".
- (c) Street trees shall be large shade species having a minimum of four (4) caliper inches, selected in accordance with the Town's landscape regulations.

2. Street Lighting – Street lighting shall be provided in accordance with the following :

- (a) Each street shall have street lamps uniformly spaced between trees as shown on Exhibit "D(b)On A and B streets (as shown on the attached Exhibit "D"), locate street lamps at intervals no greater than 200 feet.
- (c) Street lamps shall be selected in accordance with Exhibit "E", attached to this Ordinance No. 007-034 showing acceptable selections.

3. Street Furnishings – Street furnishings shall be provided in accordance with the following:

- (a) Street furnishings shall include, but not be limited to, benches, trash receptacles, and bicycle racks.
- (b) Street furnishings shall be located at the discretion of the developer, subject to the approval of the town's Director of Parks and Recreation.
- (c) Street furnishings shall be selected in accordance with Exhibit "E", attached to this Ordinance No. 007-034, showing acceptable selections.

4. Landscaping for Non-residential ground floor frontages. Non-Residential ground floor frontages may pave the area between the building face and sidewalk.

5. Landscaping for Residential ground floor frontages. Residential ground floor frontages shall be required to landscape the entire area between the edge of sidewalk and the primary building façade, excluding access to sidewalks, stairs, stoops, porches and patios. This area must be irrigated, and may be landscaped with ground cover, low shrubs, and ornamental trees.

b. Private Open Space. Private open space, which is owned and maintained by the developer, shall be landscaped and irrigated. The landscaping plan for the private

open space shall be approved by the Town as a part of the development plan approval for each development.

- c. **Parking Lot Screening.** Screening must be provided for all surface parking lots within the Property from all adjacent streets. The screening must extend along the entire street frontage of each surface parking lot, exclusive of (i) driveways and access ways at points of ingress and egress to and from the site, and (ii) visibility triangles. Screening shall be provided in accordance with the standards contained in Article XXI, Landscaping Regulations.

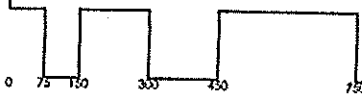
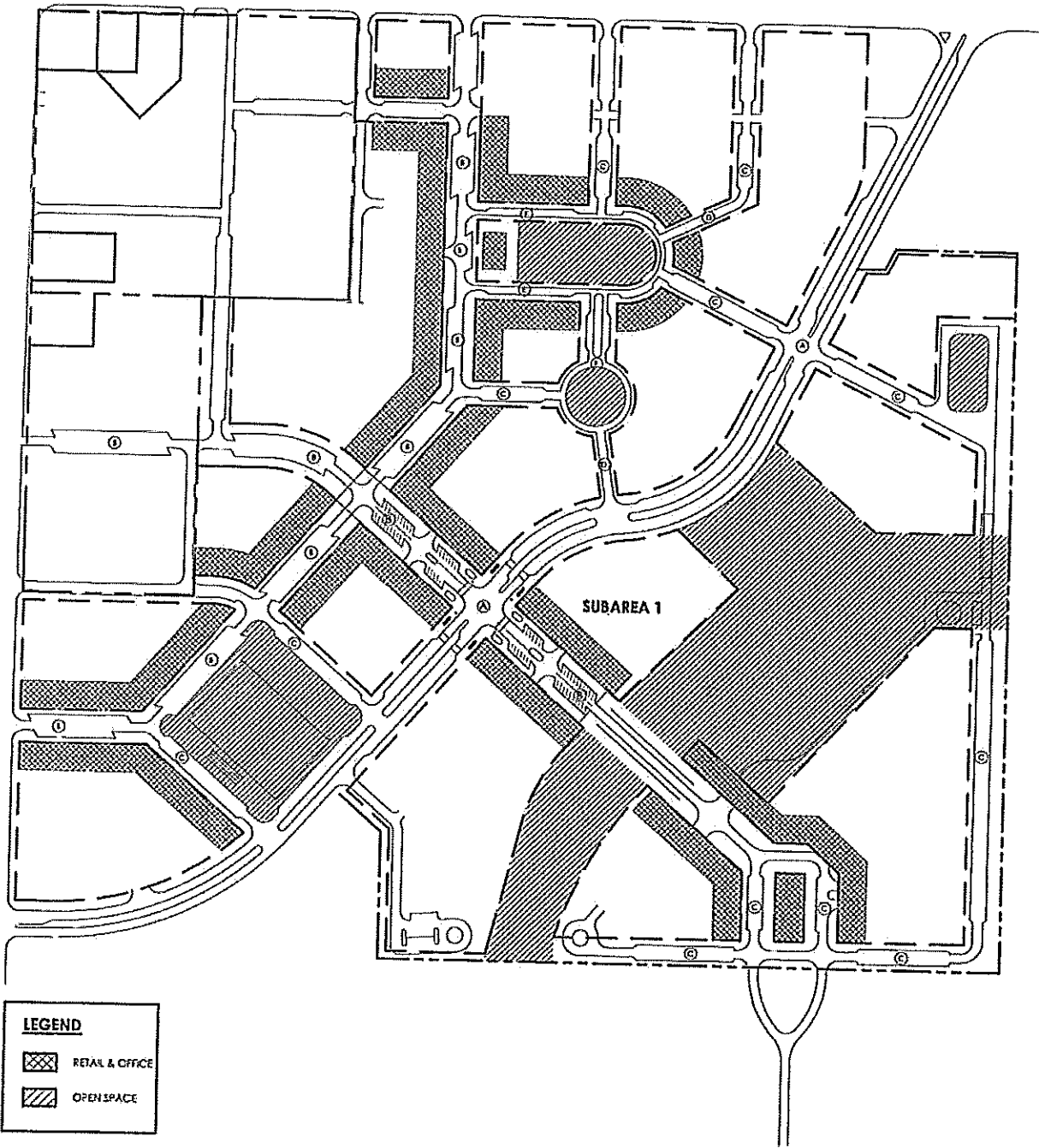
12. **Sustainability.**

All land contained within this Planned Development District shall be developed, and all buildings within this Planned Development District shall be constructed with the goal of providing a sustainable neighborhood. All developments shall conform to the requirements of the Brookhaven Neighborhood Sustainability Program, which is attached as Exhibit "F", attached to this Ordinance No. 007-034, and incorporated herein for all purposes.

13. **Screening:**

- a. Mechanical equipment shall be screened from view from all public roadways and located to minimize noise intrusion off each lot. The required screening must be composed of the same exterior materials as the buildings on the lot, or through the use of masonry walls, ornamental fence (80 percent opaque), evergreen landscape material, or combination thereof.
- b. Loading, service, and trash storage areas shall be screened from all public roadways. Refuse containers must be placed on a designed, reinforced concrete pad, including drive approach. The required screening must be composed of the same exterior materials as the buildings on the lot, or through the use of masonry walls, ornamental fence (80 percent opaque), evergreen landscape material, or combination thereof.
- c. All roof-mounted mechanical elements must be screened from view from the public right-of-way and neighboring properties. Screening must be architecturally compatible with the building design.

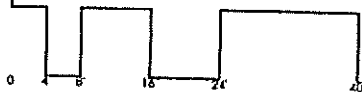
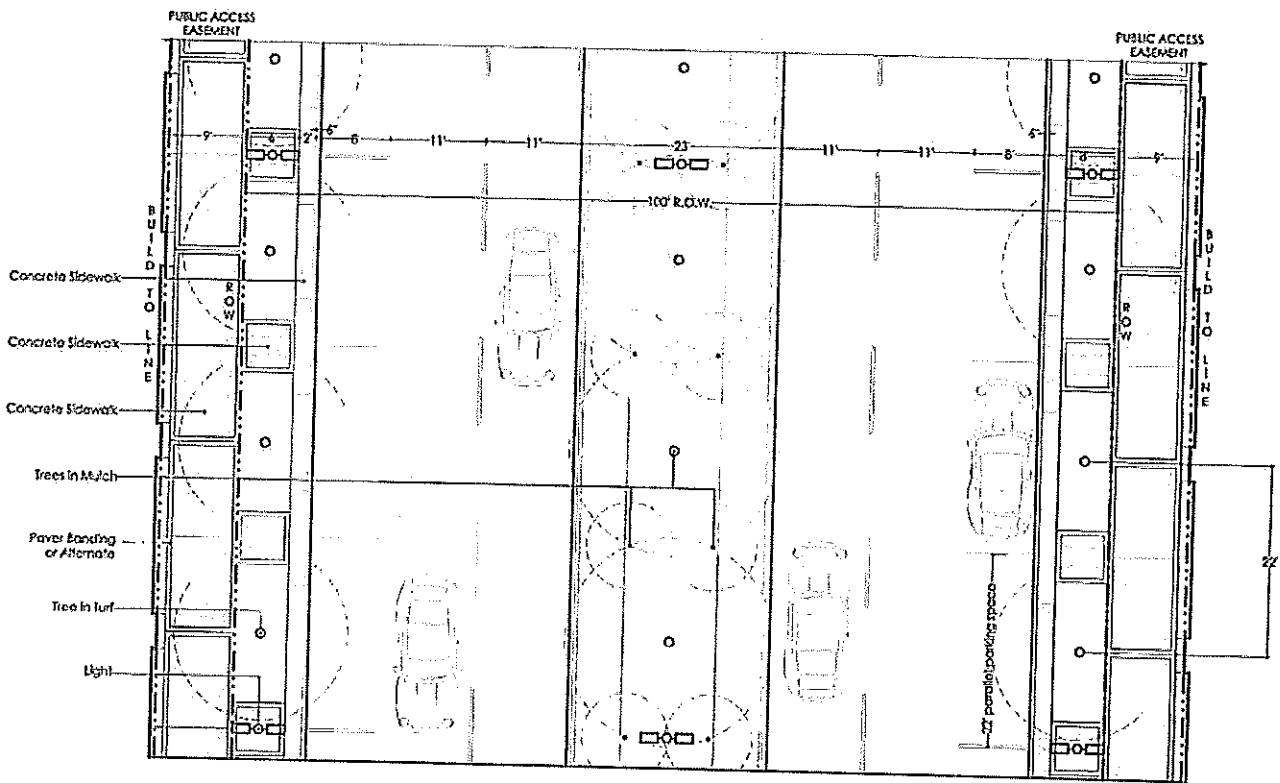
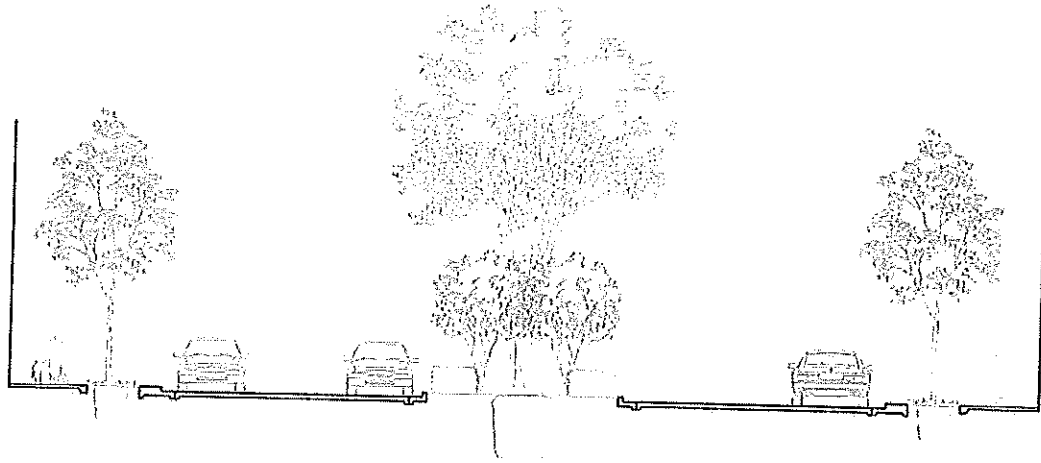
14. **Flexible Standards.** It is intended that all of the standards set forth in Sections 5-13 herein shall be flexible in order to encourage development within the Property. The planning and zoning commission and the city council may approve waivers to any standards set forth herein as part of the development plan provided any such waiver does not authorize a use not authorized in this planned development district, and does increase the allowable intensity or density of any land use.



B R O O K H A V E N

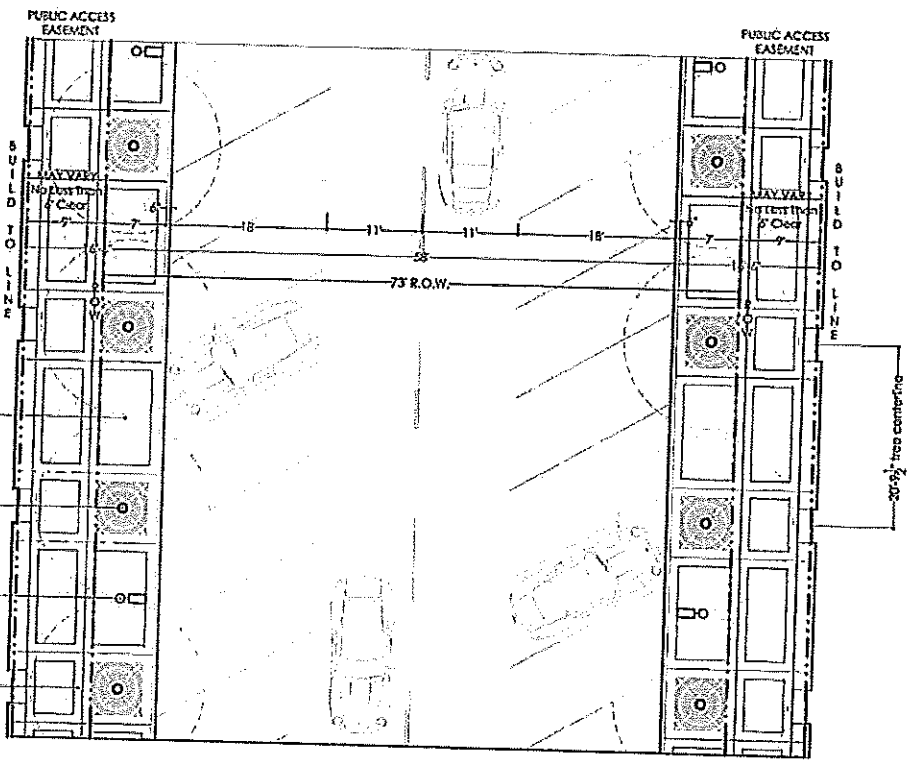
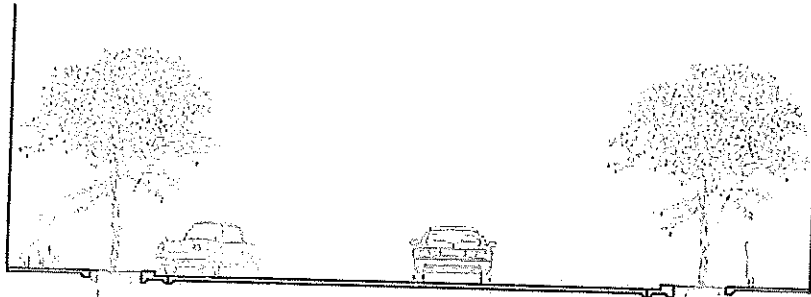
EXHIBIT C- CONCEPT PLAN



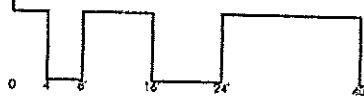


A - RESIDENTIAL BOULEVARD - 100' R.O.W.
EXHIBIT D - STREET STANDARDS



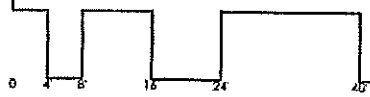
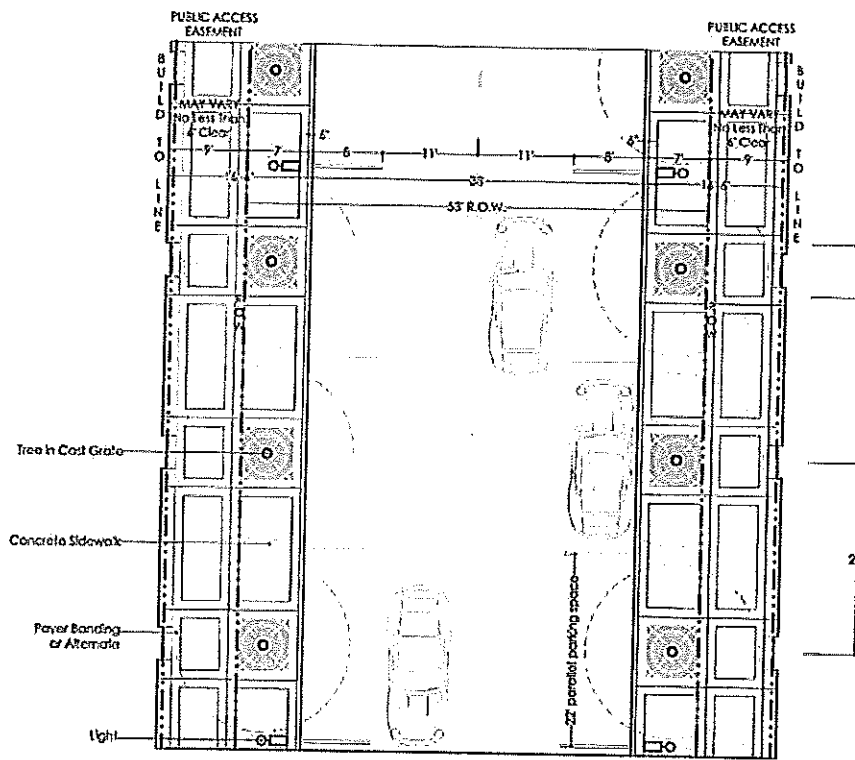
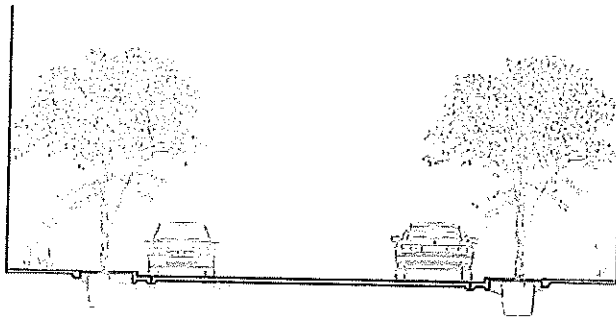


- Concrete Sidewalk
- Tree in Cast Grate
- Light
- Paver Banding or Alternate



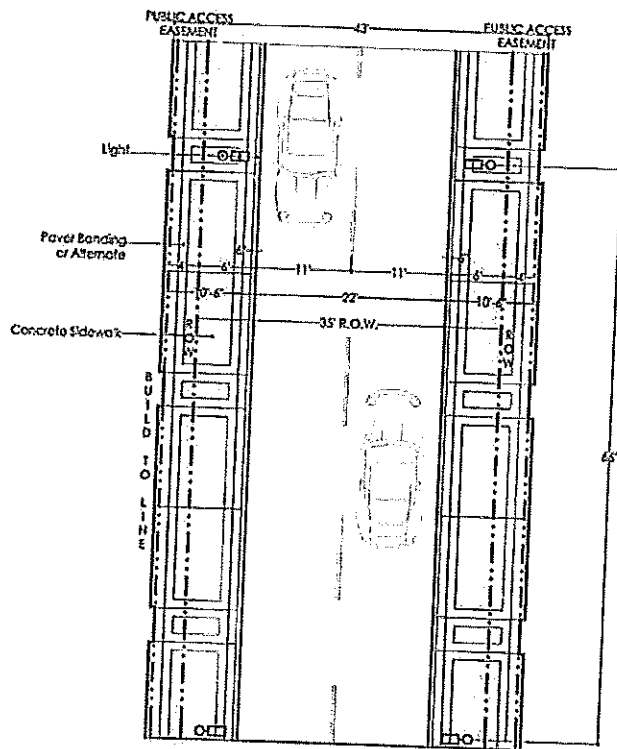
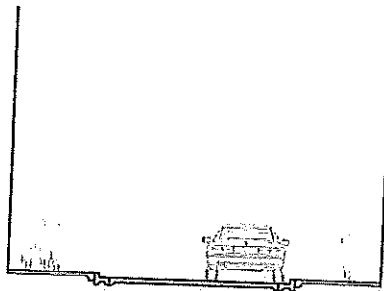
B - RETAIL STREET - 73' R.O.W.
 EXHIBIT D - STREET STANDARDS





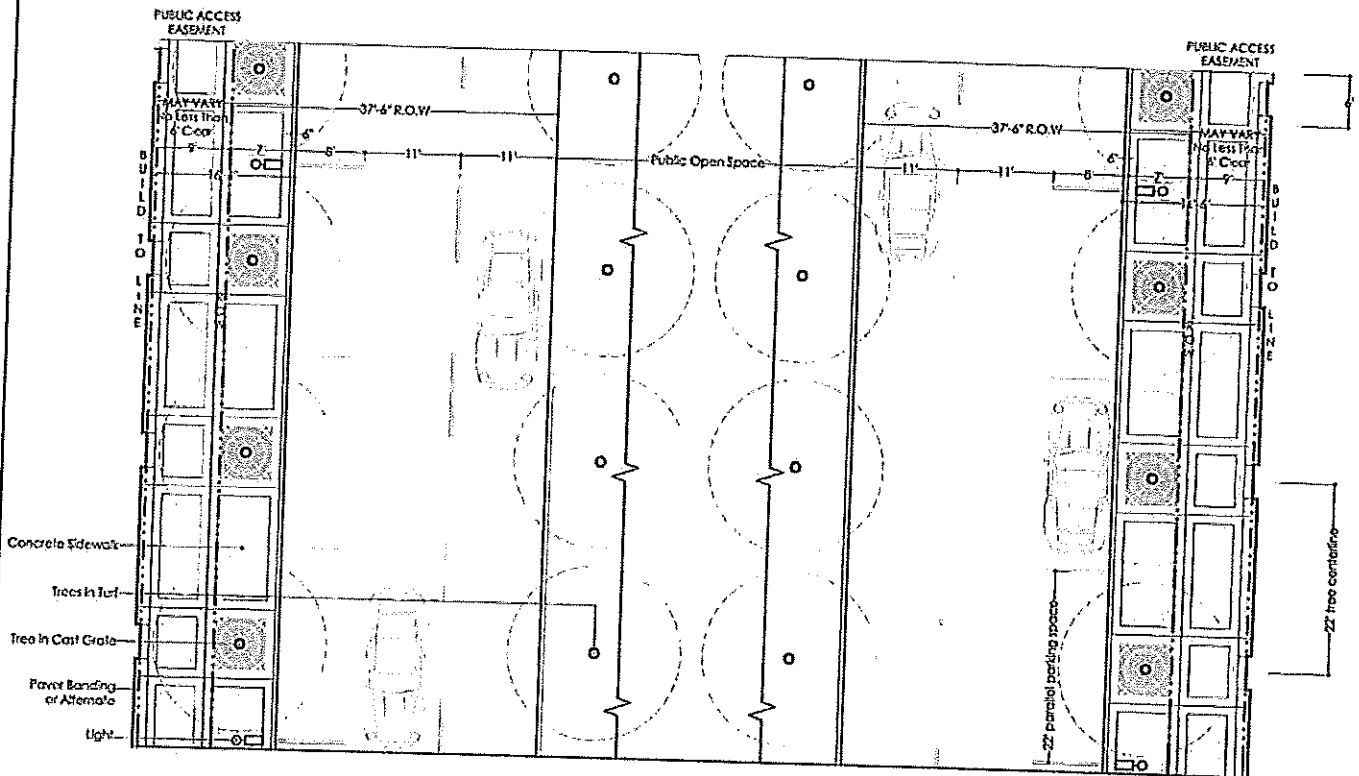
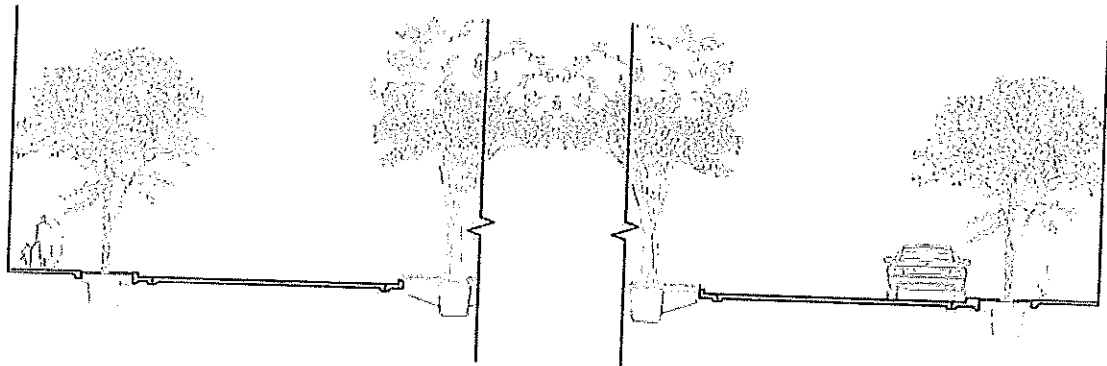
C - RESIDENTIAL STREET - 53' R.O.W.
EXHIBIT D - STREET STANDARDS





D - MEWS STREET - 35' R.O.W.
EXHIBIT D - STREET STANDARDS

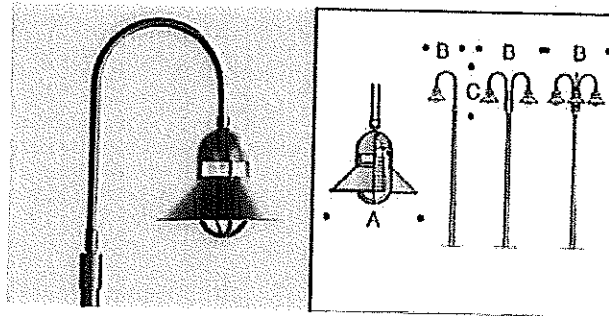
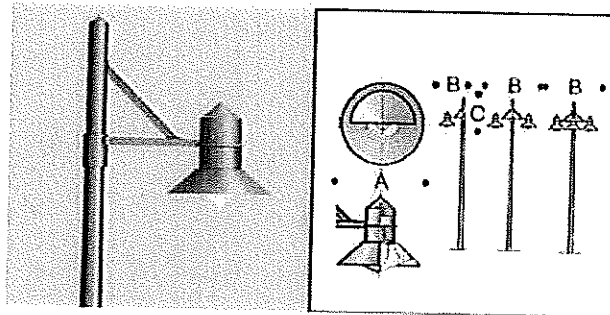
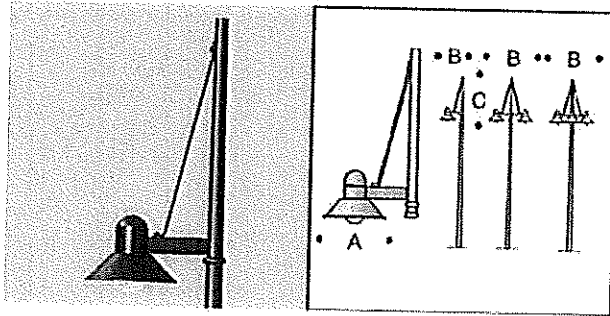




E - PARKWAY - VARIABLE WIDTH OPEN SPACE
EXHIBIT D - STREET STANDARDS

0 4 8 16 24 32





Bega: Street Lights

STREET LIGHTING

EXHIBIT E - STREET LIGHTING AND STREET FURNISHINGS



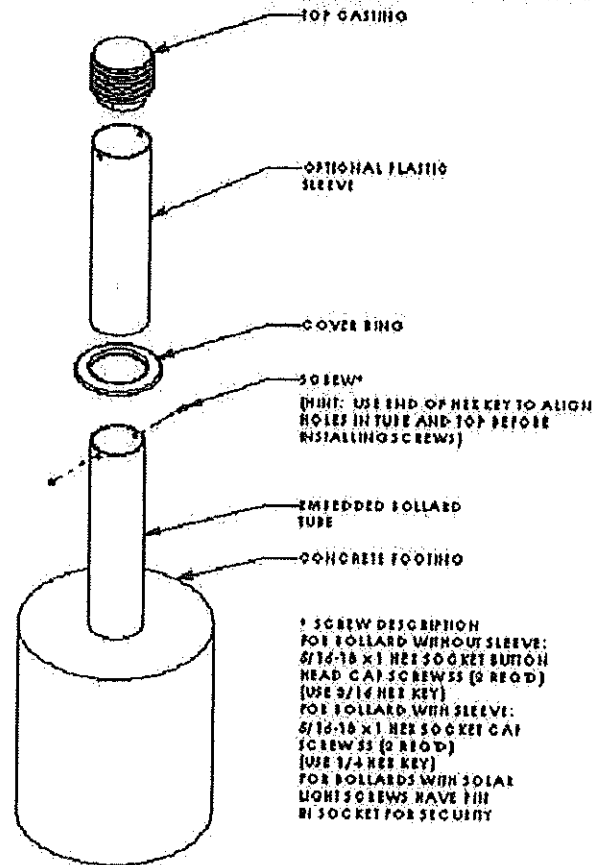


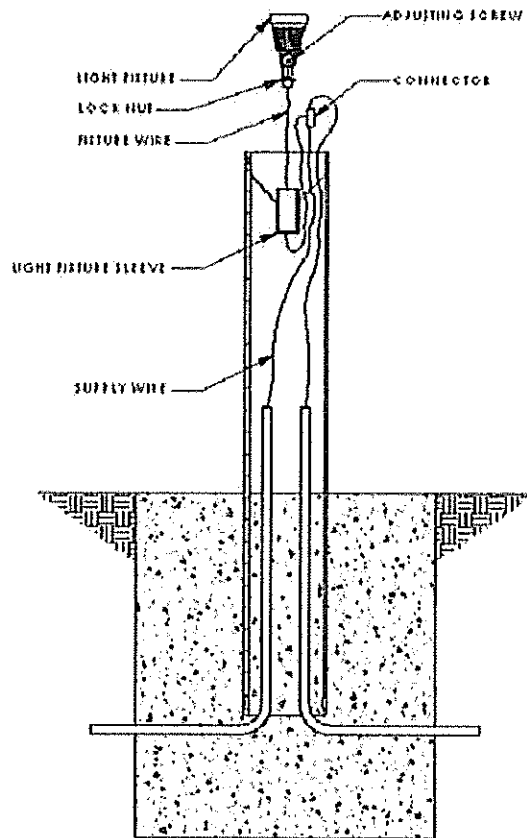
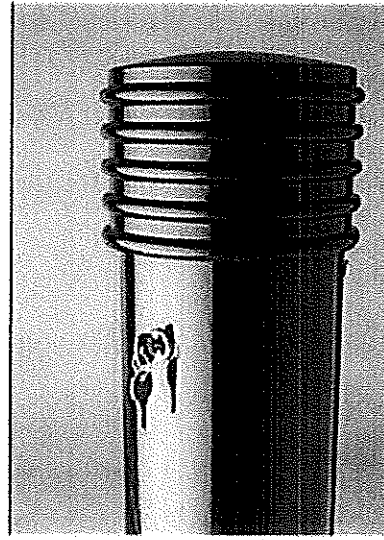
FIGURE 1
 EMBEDDED BOLLARD ASSEMBLY

Landscape Forms: Annapolis Bollard

BOLLARD

EXHIBIT E - STREET LIGHTING AND STREET FURNISHINGS



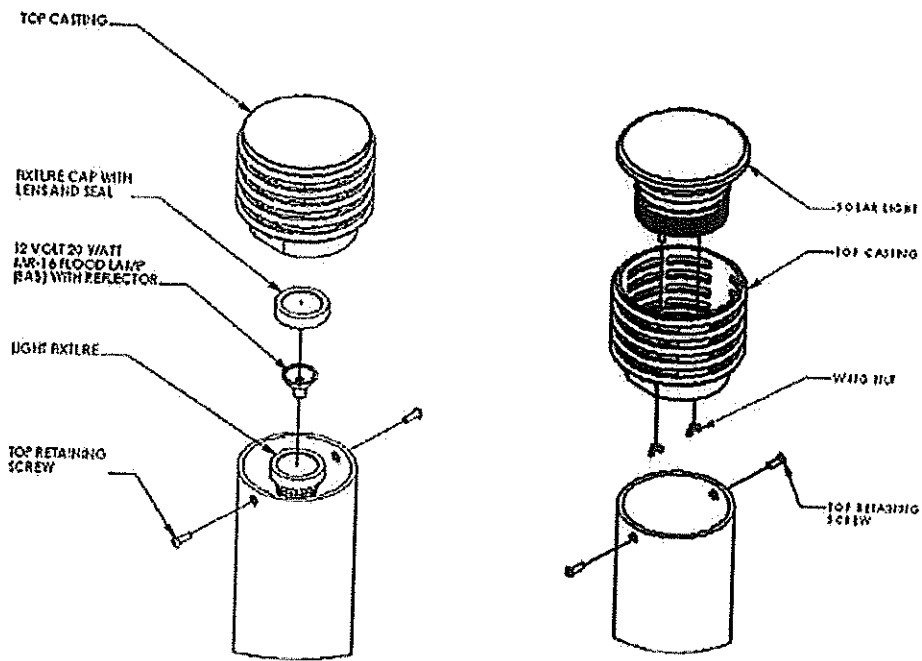
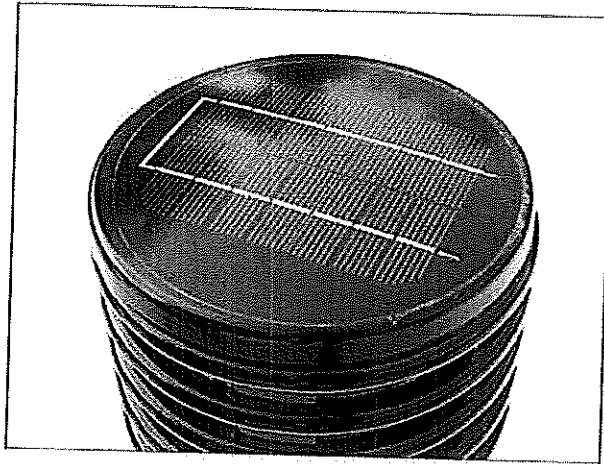


Landscape Forms: Annapolis Lighted Bollard

BOLLARD

EXHIBIT E - STREET LIGHTING AND STREET FURNISHINGS



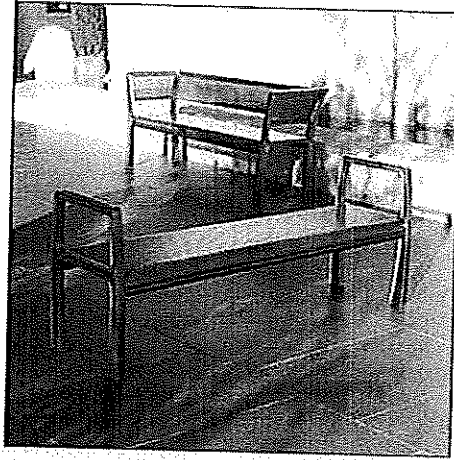
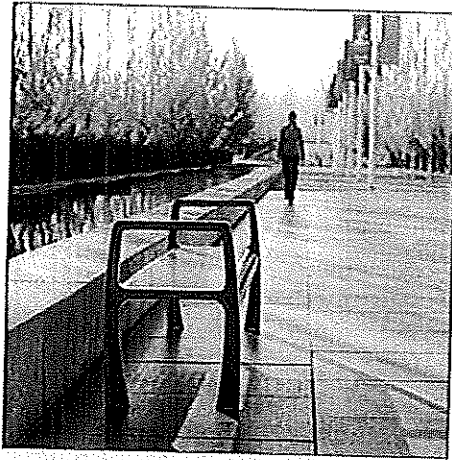


Landscape Forms: Annapolis Solar Lighted Bollard

BOLLARD

EXHIBIT E - STREET LIGHTING AND STREET FURNISHINGS





Landscape Forms: 35: Sit Bench

BENCH

EXHIBIT E - STREET LIGHTING AND STREET FURNISHINGS



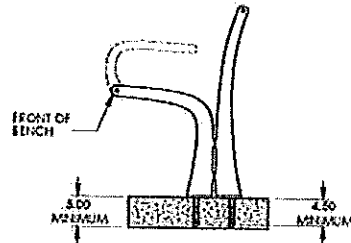
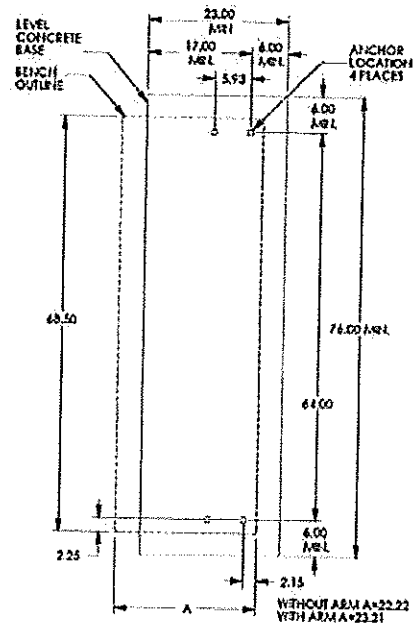
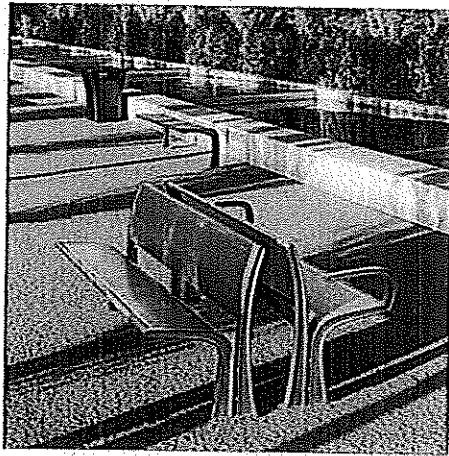


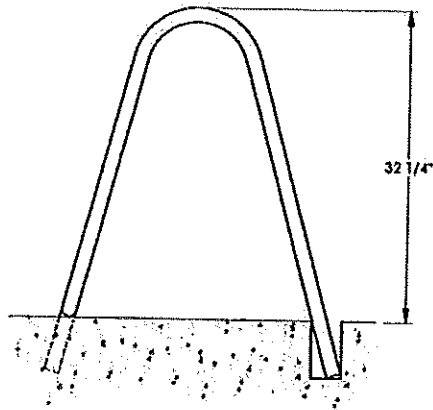
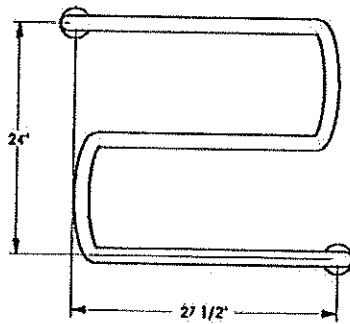
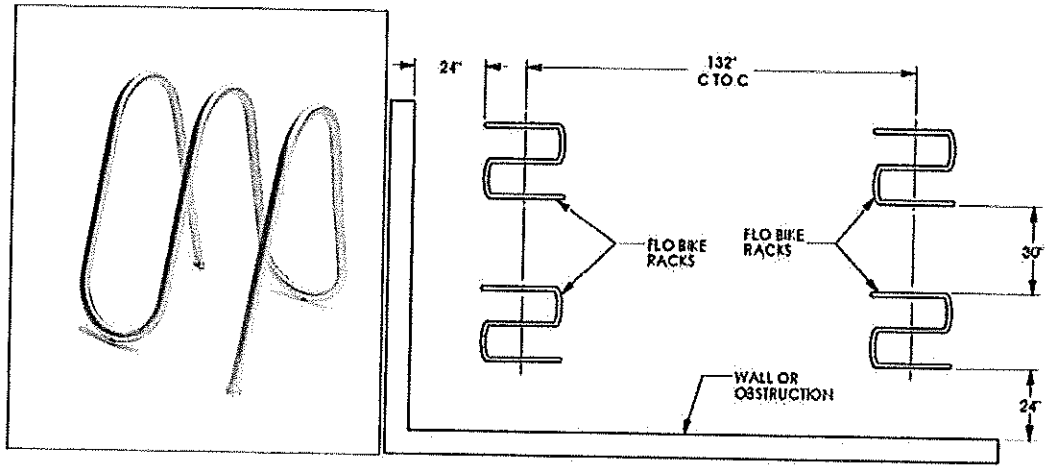
FIGURE 2
STAY BACKED BENCH
SURFACE MOUNTS ANCHOR LOCATIONS
DIMENSIONS IN INCHES

Landscape Forms: 35: Stay Bench

BENCH

EXHIBIT E - STREET LIGHTING AND STREET FURNISHINGS



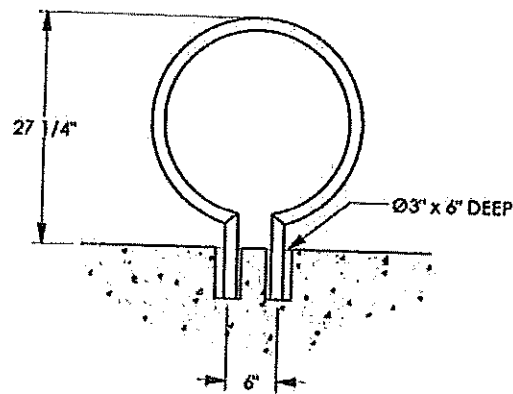
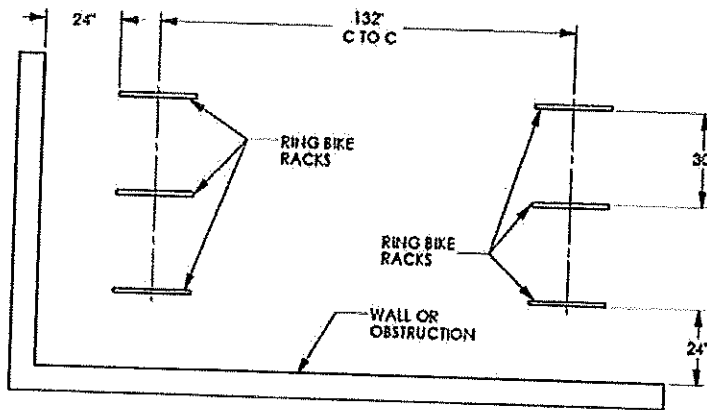
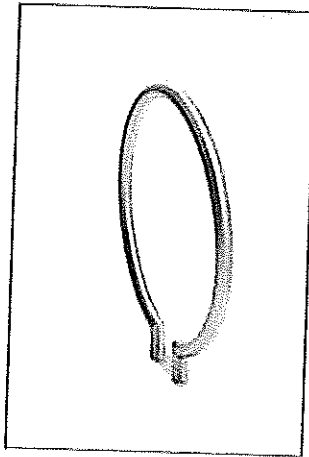


Landscape Forms: Flo2 Bike Rack

BIKE RACK

EXHIBIT E - STREET LIGHTING AND STREET FURNISHINGS



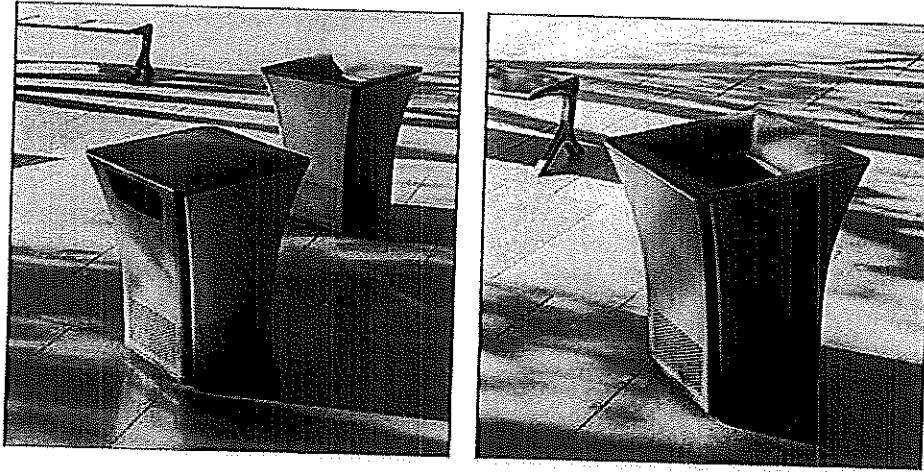


Landscape Forms: Ring Bike Rack

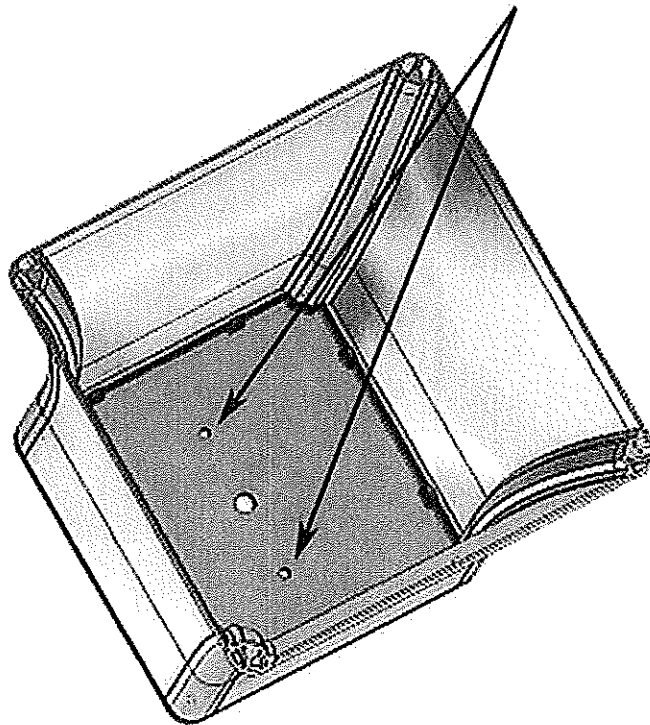
BIKE RACK

EXHIBIT E - STREET LIGHTING AND STREET FURNISHINGS





Holes for Surface Mounting

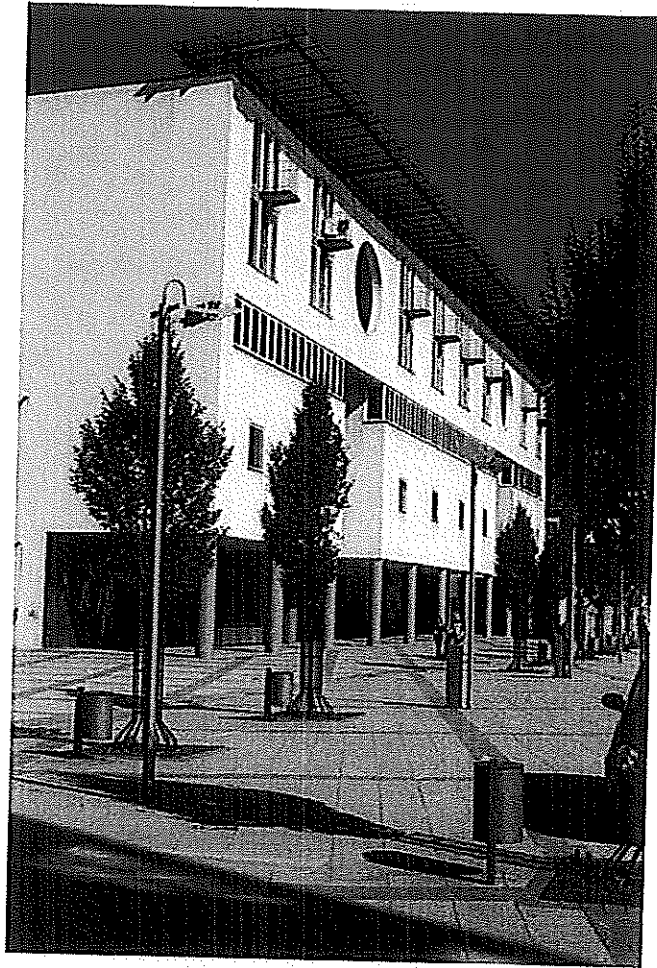
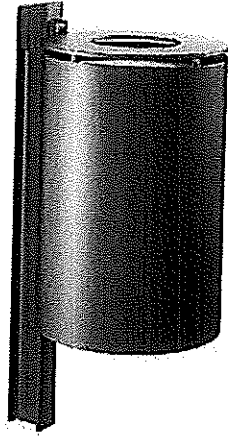


Landscape Forms: 35: Pitch Litter Receptacle

LITTER RECEPTACLE

EXHIBIT E - STREET LIGHTING AND STREET FURNISHINGS



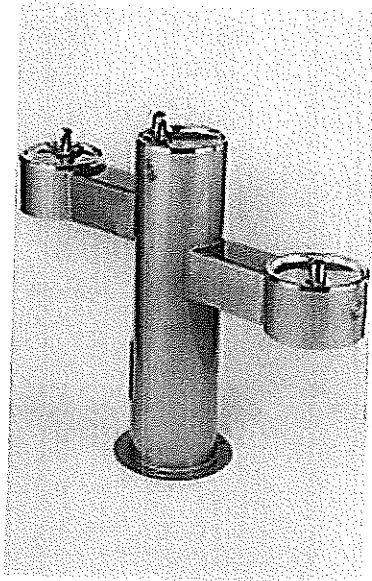


Hess: Punto Litter Receptacle

LITTER RECEPTACLE

EXHIBIT E - STREET LIGHTING AND STREET FURNISHINGS



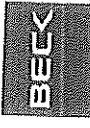


Most Dependable Fountains: Model 493SS, 325

DRINKING FOUNTAIN

EXHIBIT E - STREET LIGHTING AND STREET FURNISHINGS





Sustainability Guidelines for Development Projects, Town of Addison

Category	General Description	Specific Metric/Details
Site		
	Include appropriate native plants that need minimal additional irrigation and pest control	Ensure that at least X% of the non-building footprint should consist of native or adaptive vegetation.
	Reduce run-off pollution from conversion of site and construction	Create and execute a plan during the design to control erosion and sedimentation.
	Minimize erosion and sedimentation	Create and implement a plan that uses vegetation, grading, and stabilization techniques to prevent erosion and reduce runoff.
Materials & Waste		
	Install insulation levels recommended by ENERGY STAR for their cost-effectiveness	Find climate and placement specific recommendations available at http://www.realread.com/prs/pageview/browse.cgi?book=1931862664
	Establish facilities to enable recycling of waste generated by occupants – paper, glass, plastics, metals, and cardboard, etc.	Ensure that building design contains adequate space and means (e.g., chutes) for recycling collection areas.
	Use ENERGY STAR-qualified roof insulation	N/A
	Divert construction debris from disposal in landfills and incinerators	Salvage materials for reuse in construction, and send additional materials to recycling facilities or charitable organizations (e.g., Habitat for Humanity).
	Use wood certified as "sustainable" where new lumber is required	Specify any natural, new wood components and products used be certified by the Forest Stewardship Council.
Energy		
	Perform fundamental commissioning of buildings' energy system	Verify that all the energy systems in the building are installed, calibrated, and performing to the owner's requirements before occupancy.

Brookhaven Sustainability Considerations

Category	General Description	Specific Metric/Details
	Utilize daylighting wherever possible	Incorporate daylighting considerations into building orientation, window and skylight placement, and strategic shading into building design.
	Build energy efficient building envelope	Comply with Sections (5.4, 6.4, 7.4, 8.4, 9.4, and 10.4) of ASHRAE 90.1-2004 standard.
	Install ENERGY STAR windows, doors, and skylights	Specify that windows, doors, and skylights be ENERGY STAR qualified where
	Use ENERGY STAR qualified sealing and ensure building is properly sealed	Specify ENERGY STAR qualified sealing.
	Choose ENERGY STAR qualified fixtures and bulbs (e.g., compact fluorescent lights) in all common areas and units	Specify lighting that has attained ENERGY STAR certification.
	Install lighting controls (motion sensors, daylight sensors, dimmers, and/or timers) in public areas and residential units	N/A
	Buy ENERGY STAR qualified refrigerators/freezers	Specify ENERGY STAR qualified refrigerator/freezers.
	ENERGY STAR Qualified Exit Signs	Specify ENERGY STAR qualified exit signs.
	Install ENERGY STAR qualified ceiling fans	Specify ENERGY STAR qualified ceiling fans.
Water		
	Minimize use of potable water for irrigation	Reduce potable water use in irrigation.
	Install automatic rain shut-off mechanism on irrigation systems	Program all irrigation systems on property to shut off when raining.
	Install high-efficiency toilets	Specify toilets that use no more than 1.1 gal/flush
	Install ultra-efficient sinks/aerators	Specify sinks/aerators that use no more than 1.8 gal/min
	Install ultra-efficient, low-flow showerheads	Specify showerheads that use no more than 1.8 gal/min
	Buy and install ENERGY STAR qualified washing machines	Specify ENERGY STAR qualified washing machines.
	Buy and install ENERGY STAR qualified dishwashers	Specify ENERGY STAR qualified dishwashers.

Brookhaven Sustainability Considerations

Category	General Description	Specific Metric/Details
	Where solar water heaters are not installed, use high-efficiency water heaters or boilers	Specify storage gas water heaters with energy factor of at least 62%. If a boiler is used, ensure it has Annual Fuel Utilization Efficiency of at least 85%.
Indoor Air Quality		
	Minimize exposure of occupants, indoor surfaces, and ventilation systems to tobacco smoke	Prohibit smoking inside common areas; locate exterior smoking areas at least 25 ft away from entries/air intakes/windows.
	Install bathroom and kitchen exhaust fans and fan controls	Install exhaust fan operated by sensor, auto humidistat control, or timer in every unit. Minimum intermittent rate of 100 CFM or continuous rate of 25 CFM (kitchen); intermittent 50 or continuous 20 (bathroom).
	Use low emitting (low-VOC) carpets	Comply with LEED guidelines for these materials which are based on the Carpet and Rug Institutes' Green Label Plus program.
	Use low-emitting (low-VOC) paints	Comply with LEED guidelines for these materials which are based on grams of VOC/liter (e.g. 50g/L for flat paints).
	Monitor ventilation systems' ability to maintain adequate IAQ	Install CO2 monitoring devices, outdoor air flow monitoring, and other monitoring systems that provide feedback on ventilation system performance.
	Install CO detectors	Install CO detectors in each unit, mechanical equipment areas, and all common spaces.



icon Consulting Engineers, Inc.
 Civil Engineers - Designers - Planners
 Bionnanni Financial Center
 260 W. Southlake Blvd., Suite 117
 Southlake, TX 76082
 Phone: (817) 552-8210
 Fax: (817) 552-3128

SCALE: 1"=250'

Phase I Infrastructure

Brookhaven Club Dr.	\$ 6,196,050
Street "B"	\$ 4,736,945
Water	\$ 675,000
Wastewater	\$ 321,125
Drainage	\$ 814,125
Creek Area Park	\$ 6,121,979
Subtotal Phase I	\$18,865,224

Phase II Infrastructure

Street "B"	\$ 929,010
Street "C"	\$ 1,427,616
Street "D"	\$ 844,743
Street "F"	\$ 145,628
Street "G-3"	\$ 568,823
Water	\$ 153,126
Wastewater	\$ 128,750
Drainage	\$ 185,500
Inner Circle Park	\$ 41,587
Subtotal Phase II	\$ 4,424,783

TOTAL FUNDING NO. 1 \$23,290,007

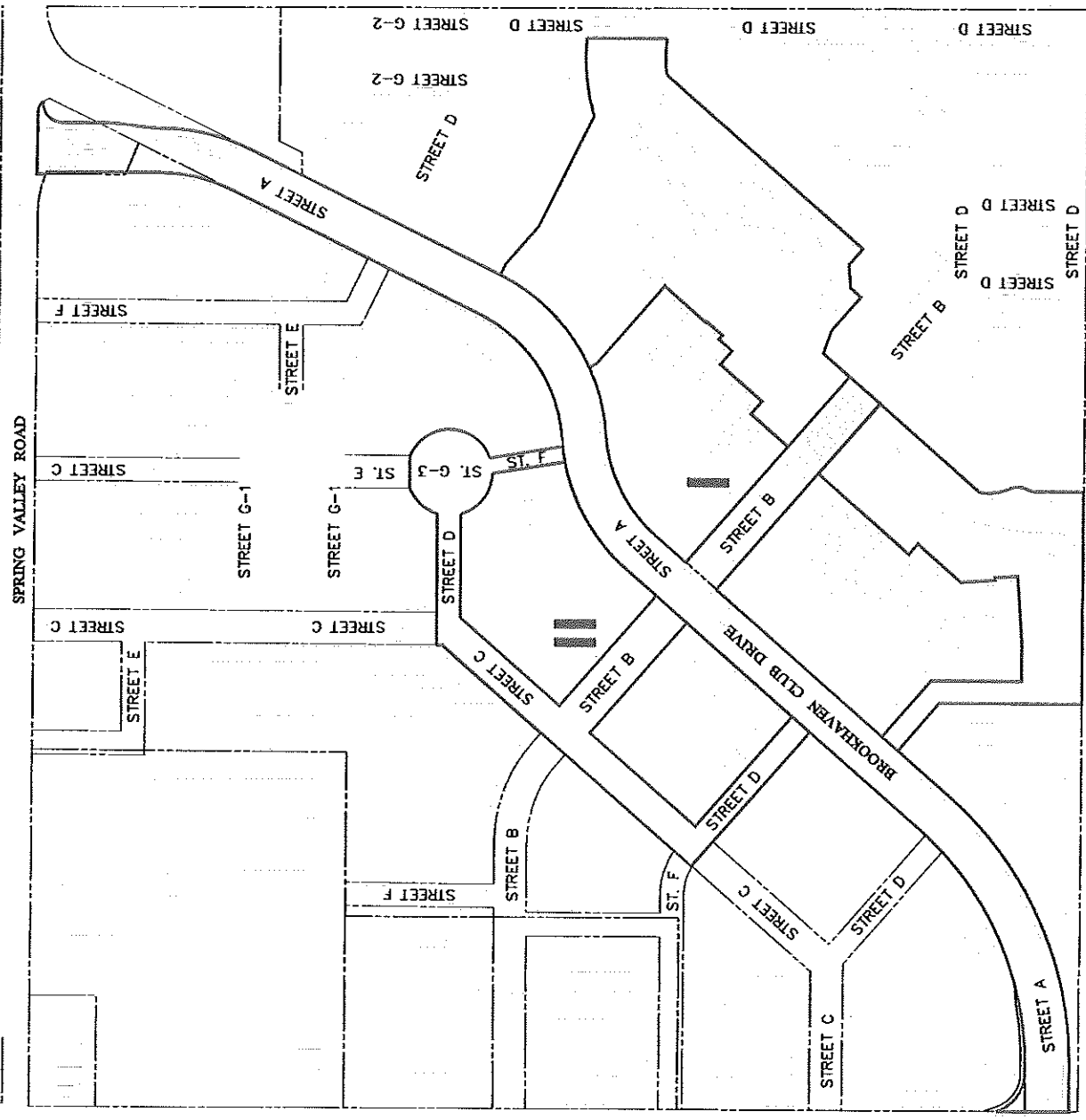


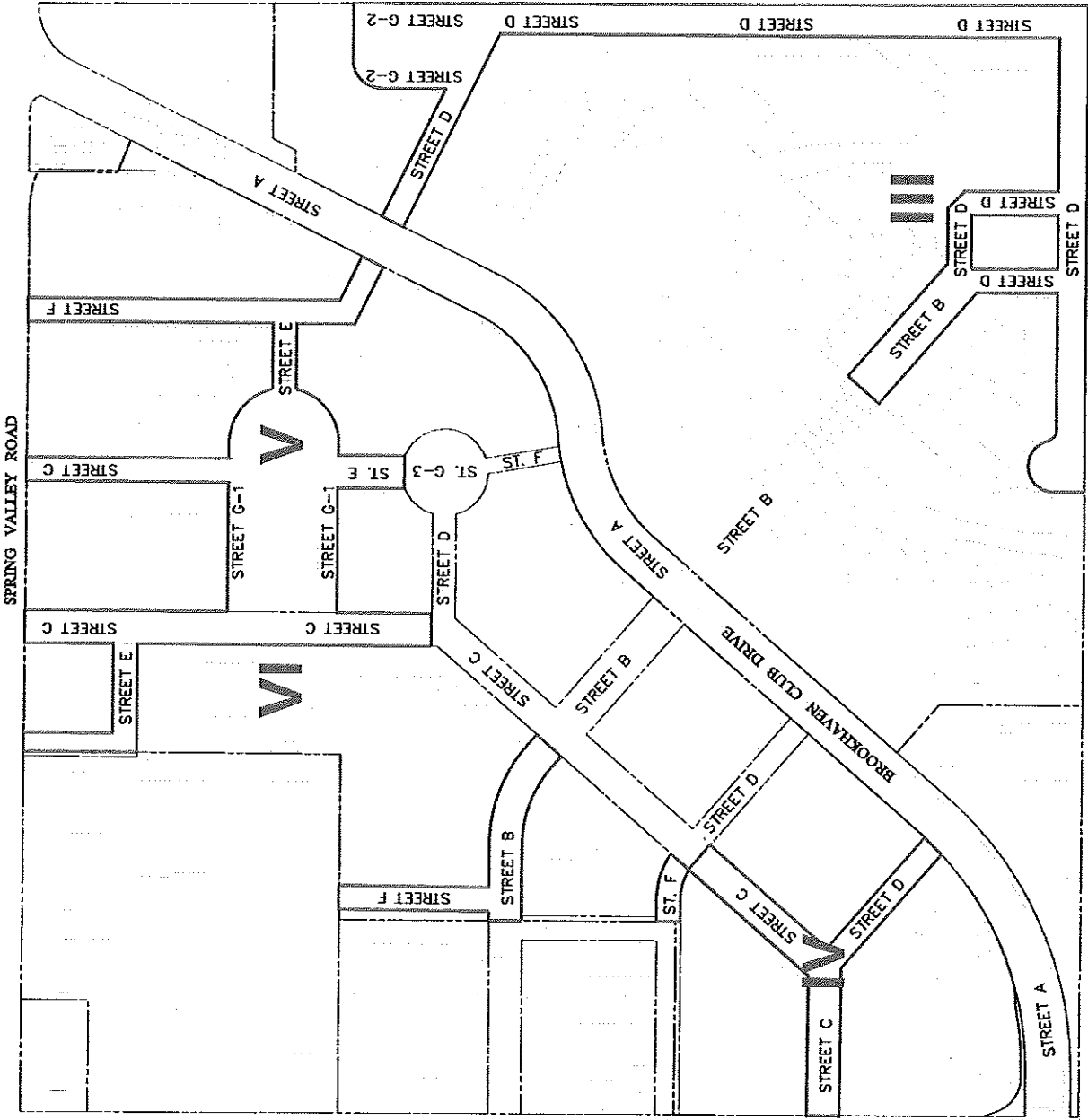
EXHIBIT "C-1"
FUNDING NO. 1

02/07/08



icon Consulting Engineers, Inc.
 Consultants - Designers - Planners
 Bicentennial Financial Center
 240 W. Southlake Blvd., Suite 117
 Southlake, TX 76092
 Phone: (817) 562-8210
 Fax: (817) 562-3126

SCALE: 1"=250'



Phase III Infrastructure

Street "B"	\$ 270,512
Street "D"	\$ 5,813,058
Street "C-2"	\$ 1,057,076
Water	\$ 427,500
Wastewater	\$ 240,626
Drainage	\$ 354,000
SubTotal Phase III	\$ 8,162,172

Phase IV Infrastructure

Street "C"	\$ 988,430
Street "D"	\$ 472,260
Water	\$ 633,750
Wastewater	\$ 37,500
Drainage	\$ 84,250
Soccer Park	\$ 243,390
SubTotal Phase IV	\$ 2,459,580

Phase V Infrastructure

Street "C"	\$ 1,612,200
Street "E"	\$ 625,764
Street "F"	\$ 846,213
Street "G-1"	\$ 1,512,664
Water	\$ 89,734
Wastewater	\$ 118,372
Drainage	\$ 274,974
Pedestrian Park	\$ 276,330
SubTotal Phase V	\$ 5,356,251

Phase VI Infrastructure

Street "B"	\$ 346,256
Street "F"	\$ 168,151
Water	\$ 41,533
Wastewater	\$ 54,786
SubTotal Phase VI	\$ 610,726

TOTAL FUNDING NO. 2 \$16,589,329

EXHIBIT "C-2" FUNDING NO. 2

02/07/08

Icon Consulting Engineers, Inc.
 250 W. Southlake Boulevard, Suite 117
 Southlake, Texas 76092
 (817) 552-6210

Statement of Probable Cost
 Project: Brookhaven
Summary of Improvements

Project No: 5019-01
 Date: Rev. 2/02/2008
 Prepared By: Bruce F. Dunne

SUMMARY OF IMPROVEMENTS	PROJECTED COST
WATER IMPROVEMENTS	\$2,020,643
WASTEWATER IMPROVEMENTS	\$901,159
DRAINAGE IMPROVEMENTS	\$1,712,850
STREET TYPE "A" IMPROVEMENTS	\$6,196,050
STREET TYPE "B" IMPROVEMENTS	\$6,282,723
STREET TYPE "C" IMPROVEMENTS	\$4,028,246
STREET TYPE "D" IMPROVEMENTS	\$7,130,061
STREET TYPE "E" IMPROVEMENTS	\$625,764
STREET TYPE "F" IMPROVEMENTS	\$1,159,992
STREET TYPE "G-1" IMPROVEMENTS	\$1,512,664
STREET TYPE "G-2" IMPROVEMENTS	\$1,057,076
STREET TYPE "G-3" IMPROVEMENTS	\$568,823
CREEK AREA PARK IMPROVEMENTS	\$6,121,979
ANCILLARY PARK IMPROVEMENTS	\$561,307
TOTAL SUMMARY OF IMPROVEMENTS	\$39,879,336

This "Statement of Probable Cost" is made on the basis of the Engineer's experience and best judgement as a design professional. It must be recognized that any evaluation of work to be performed to construct this project must by necessity be speculative in nature until completion of its actual detailed design. In addition, the Engineer has no control over the cost of labor, materials or services to be furnished by others or over market conditions. Accordingly, Icon Consulting Engineers, Inc. can not guarantee that actual costs will not vary from the opinions expressed herein.

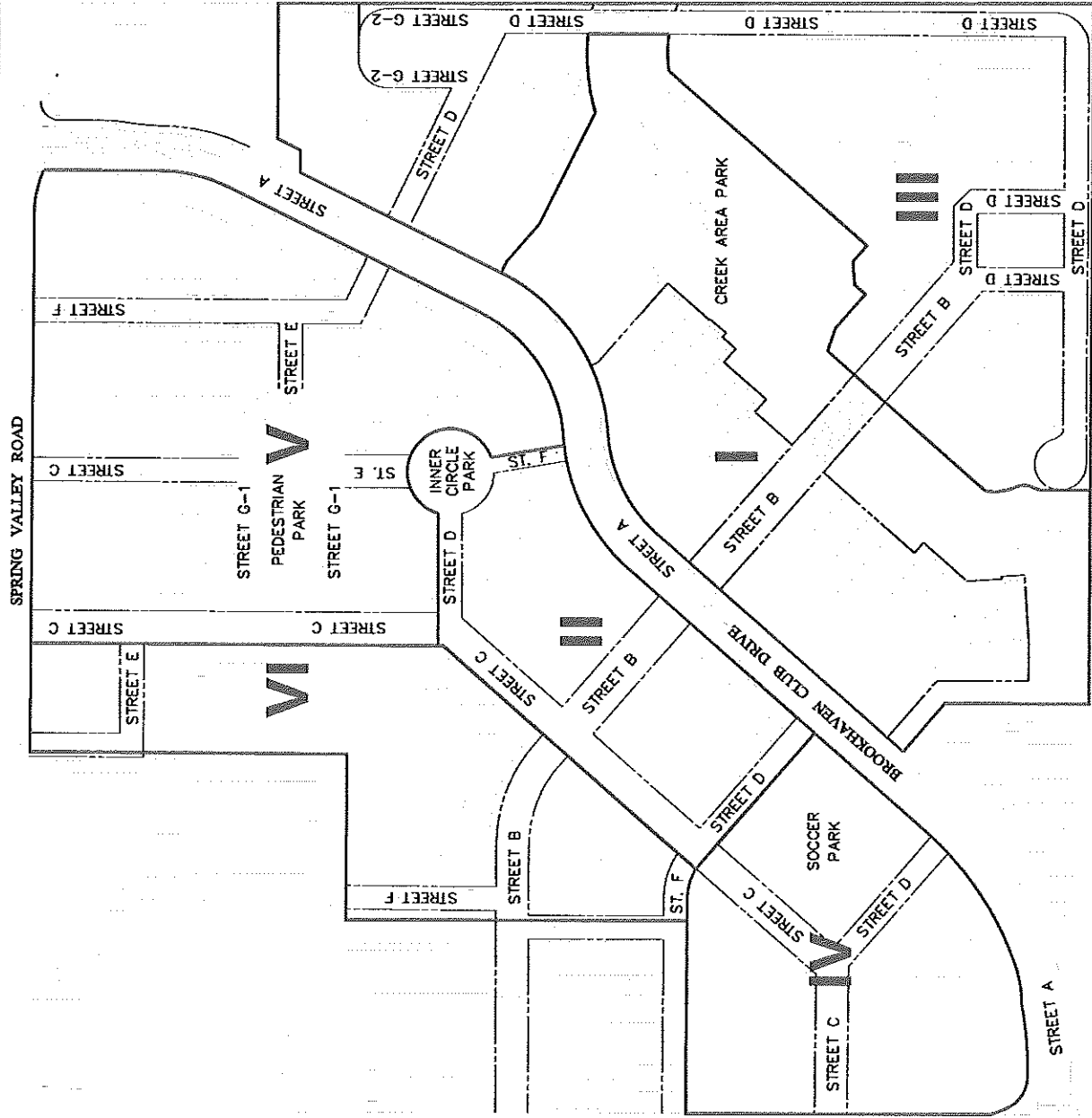
Exhibit "D"



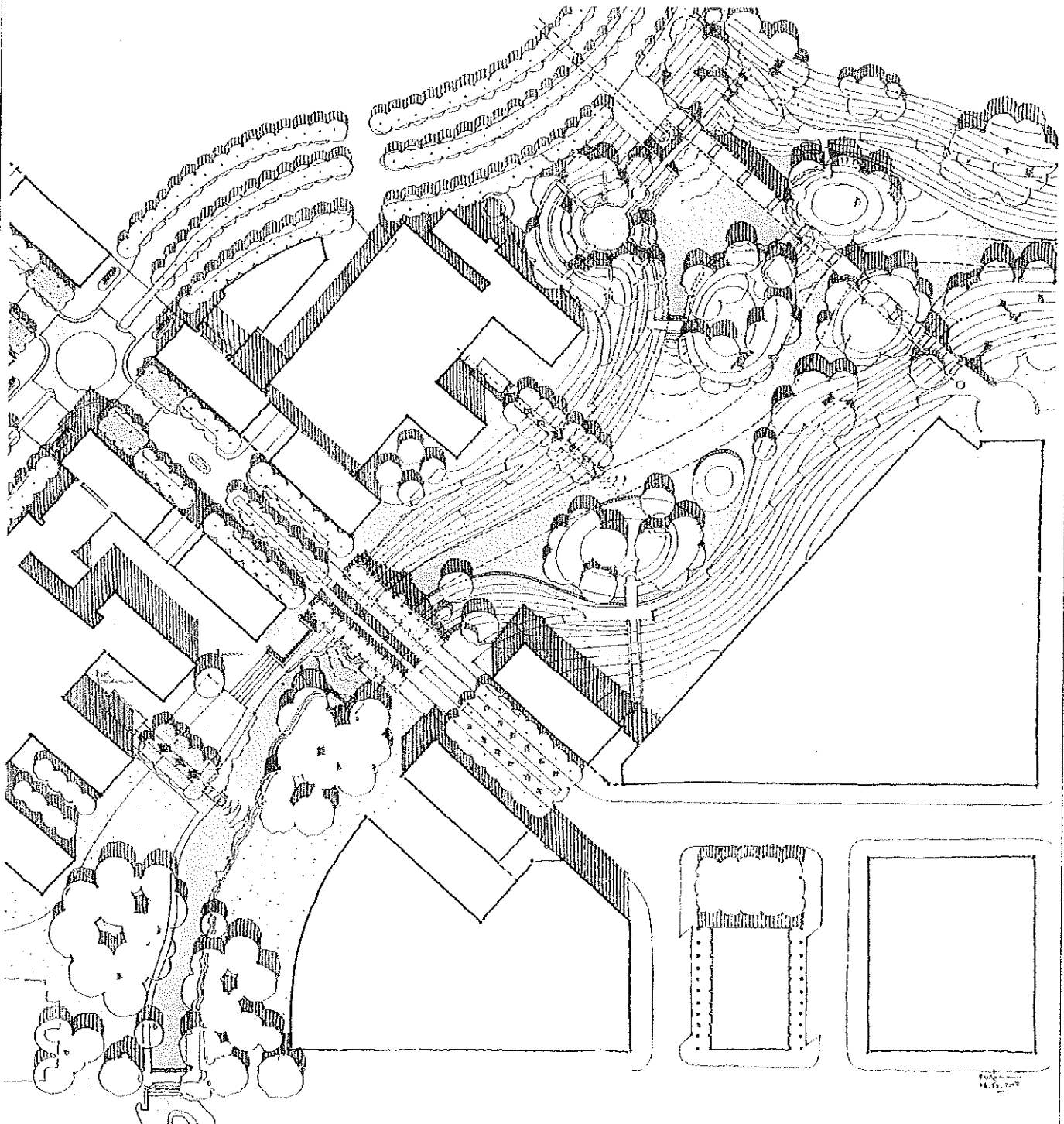
SCALE: 1" = 250'

EXHIBIT "E"
BROOKHAVEN
DEVELOPMENT
PHASING PLAN

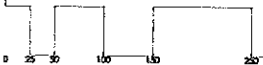
02/07/08



MARSH LANB



B R O O K H A V E N
PRELIMINARY PARK DESIGN



SEE NOTES
w/ EMMI YOO

G

EXHIBIT "E"

URBAN CENTER – PUBLIC LANDSCAPE MAINTENANCE SCHEDULE

LANDSCAPE MAINTENANCE

The following minimum standards of landscape maintenance shall be employed:

PART 1 – GENERAL

1.1 SCOPE:

- A. Complete exterior landscape maintenance as specified and shown on all development plans for the Urban center District.
- B. Keep all landscaped areas in a healthy and neat condition. Refer to Part 4 Schedules herein.
- C. Include watering, fertilization, pruning, spraying, overseeding, weeding, herbicide applications, bed cultivation, edging, and litter removal in landscaped areas.
- D. Coordinate maintenance schedule to assure a minimum amount of inconvenience to facility operators.

1.2 DAMAGE:

City is responsible for repairing any damage that results from the maintenance operation.

PART 2 – PRODUCTS

2.1 COMMERCIAL FERTILIZER:

- A. Shade Trees, Groundcovers, and Non-Flowering Shrubs: 15-5-10 element percentage (3 ½ ratio) with a minimum 8% sulphur and 4% iron plus trace elements. Nitrogen source to be at least 50% slow release Ureaformaldehyde (UF) or Sulfur Coated Area (SCU).
- B. Flowering Trees, Flowering Shrubs, Perennials, and Annuals: 10-20-10 element percentage (1-2-1 ratio) with trace elements plus minimum 8% sulfur and 4% iron.

(UDR WILL REVISE TO INCORPORATE SLADE'S NOTES AND PROVIDE A CLEAN COPY)

C. Azaleas: Car Pool Acid Azalea and Camellia fertilizer, 5-20-3 analysis plus trace elements.

2.2 HERBICIDES:



A. Shrubs and Groundcover Beds:

1. Pre-emergent: ~~Daethal granules~~. DIMENSION + GALBERY TO BE DETERMINED

2.3 PESTICIDES:



A. Spray as required for safe control of the particular insect or disease that may infest the plantings.

B. Complete spraying with a licensed applicator. WITH THE DEPARTMENT OF AGRICULTURE

2.4 BED MULCH:



A. ~~Shredded Pine Bark mini-nuggets to match existing~~. SHREDDED HARDWOOD MULCH

PART 3 – EXECUTION

3.1 WATERING:

- A. Check operation of the automatic irrigation system and adjust timing as required.
- B. Take into consideration specific site conditions and compensate system's timing for areas in shade, sloping areas, and weather conditions.
- C. Program the controller so plan and lawn areas receive an inch to an inch and one-half of water per week. Refer to manufacturer for precipitation rates of the sprinkler heads.
- D. Visually check the system weekly during the summer months and monthly December through March.
- E. Promptly repair any damages to system and remedy operation problems.

3.2 FERTILIZING:

- A. General: Refer to Part Schedules for fertilizer application intervals. Water thoroughly after each application.
- B. Shade Trees: Fertilize annually at the rate of 1.5 lb. per inch of tree caliper by uniformly broadcasting fertilizer around the drip line of the tree. Use 3 ½ ratio.

C. Spring Flowering Trees, Shrubs, Annuals and Perennials. In beds, uniformly spread fertilizer at the rate of 3 lbs. per 100 sq. ft. For trees, broadcast around the drip line at the rate of 1 lb. per inch of tree caliper.

3.3 PRUNING:

A. Trees: Complete this work with experienced tree pruning personnel only. In general, thin out and remove any dead wood and shape to maintain symmetry. ~~DO NOT SHEAR OR TOP TREES.~~

* SHEAR →

SHEAR

B. Spring Flowering Trees and Shrubs: Complete pruning as noted above after blooming period.

C. Evergreen Shrubs: Prune selectively as their growth warrants to remain in bounds and to eventually form a solid mass. Remove any dead wood as needed. DO NOT SHEAR.

D. Groundcover: During growing season, shear to remain in bounds. Complete major pruning in early spring. Shear Liriope and Asian Jasmine to a height of 6" in early spring.

E. Perennials: Cut off and dispose of dead top growth after first frost. Remove blooms as they fade throughout the season.

3.4 PEST CONTROL:

A. Provide complete pesticide control as the need may occur. Carefully inspect lawn and plantings weekly and complete any needed control in a timely manner.

B. Carefully follow label instructions and complete spraying with licensed personnel only.

3.5 WEED CONTROL:

A. Apply herbicides by a licensed operator as outlined in Part 4 Schedules. Carefully follow label instructions. Replace any damaged plant materials at no cost to the Owner.

3.6 WEEDING/CULTIVATING:

A. Remove weeds and foreign grasses from bed areas weekly. Lightly cultivate beds once every two weeks during growing season. Discontinue groundcover bed cultivation once groundcovers/shrubs have covered.

3.7 CLEAN UP/LITTER REMOVAL:

A. Clean up and haul off all debris resulting from the maintenance operation plus any debris which may have accumulated in the plant beds.

3.8 BED MULCH:

A. Add mulch material to shrub and groundcover beds as needed to maintain two inch layer of mulch over the planting area.

B. Discontinue mulching when plants cover ground surface.

3.9 ANNUAL FLOWERS:

A. Plant annuals as scheduled in Part 4.

B. Coordinate color and type with Developer.

C. Cultivate beds with 1 inch peat moss, thoroughly mixed, prior to each change-out.

D. Fertilize as noted herein.

PART 4 – SCHEDULES

4.1 MAINTENANCE SCHEDULE

TASK	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
FERTILIZE												
Shade Trees				•								
Spring Flowering Trees & Shrubs			•	(8-1-2 RATIO) AFTER BLOOM			•				• (1-2-1 RATIO)	
Tree Crapemyrtle							• (1-2-1 RATIO)					
Shrubs/Groundcover				(3-2-1 RATIO) •				(8-1-2 RATIO) •				
Annuals				• (1-2-1 RATIO)					(1-2-1 RATIO) •			
Perennials				•	(1-2-1 RATIO)			•				
HERBICIDES												
PRE-EMERGENT			•	•								
Post Emergent			•						•			
Shrubs/Groundcover		•		•		•		•				
PESTICIDES	•											•
PRUNING												
Shade Trees		•										
Spring Flowering Trees & Shrubs			•	(AFTER BLOOM)		•						
Evergreen Shrubs/Groundcover	•											•
Tree Crapemyrtle		•									•	
CLEAN-UP/LITTER REMOVAL	•											•
IRRIGATION CHECK	•	•	•									•
FLOWER PLANTING				•							(BEDDING PLANTS & BULBS)	•



TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF ADDISON, TEXAS APPROVING A MASTER FACILITIES AGREEMENT BETWEEN THE CITY AND UDR, INC., TOGETHER WITH CERTAIN LIMITED PARTNERSHIPS RELATED AND CONTROLLED BY UDR, INC., REGARDING THE DEVELOPMENT OF CERTAIN PROPERTY WITHIN THE TOWN, INCLUDING PAYMENT FOR, THE DESIGN AND CONSTRUCTION OF CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS WITHIN THE PROPERTY, WHICH PROPERTY COMPRISES APPROXIMATELY 99.176 ACRES OF LAND AND IS COMMONLY KNOWN AS BROOKHAVEN CLUB DRIVE AREA AND WHICH IS GENERALLY BOUNDED ON THE NORTH BY SPRING VALLEY ROAD, ON THE EAST BY THE CITY OF FARMERS BRANCH, ON THE SOUTH BY BROOKHAVEN COMMUNITY COLLEGE AND THE CITY OF FARMERS BRANCH, AND ON THE WEST BY MARSH LANE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas (the "City") is a home rule city municipality pursuant to Article 11, Section 5 of the Texas Constitution and its Home Rule Charter; and

WHEREAS, UDR, Inc. and certain limited partnerships owned and controlled by UDR, Inc. ("UDR") own approximately 99.176 acres of land within the City within that area of the City commonly known as the Brookhaven Club Drive area, which area is generally bounded on the north by Spring Valley Road, on the east by the City of Farmers Branch, on the south by Brookhaven Community College and the City of Farmers Branch, and on the west by Marsh Lane (the "Property"); and

WHEREAS, UDR intends to redevelop the Property, which redevelopment consists of a well-planned, mixed use development with urban residential (approximately 5,400 housing units), commercial, and retail uses organized within a system of pedestrian-friendly streets and trails, integrating therein an existing creek, surrounding green space, and generous open space for recreation opportunities, along with water features, passive recreation amenities and scenic landscapes to provide enhanced aesthetics; and

WHEREAS, UDR anticipates that it will spend in excess of \$950,000,000 in its development and redevelopment of the Property; and

WHEREAS, the development of the Property will contribute important direct and indirect economic and social benefits to the City including, but not limited to, creation of a larger, urban-oriented residential population, additional jobs and increased property and sales tax revenues, and in particular such development will serve as a catalyst for the development and redevelopment of areas of the City surrounding the Property; and

WHEREAS, during UDR's development and redevelopment of the Property, the City desires to design and construct certain public infrastructure improvements in areas adjacent to the Property as described in that Master Facilities Agreement between the City and UDR, a copy of which is attached hereto; and

WHEREAS, the Master Facilities Agreement and the terms and provisions thereof and the services to be provided as set forth therein are important and necessary for the public health, safety and welfare, will further the objectives of the City, and will benefit the entire City and the City's inhabitants.

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

Section 1. The Master Facilities Agreement by and between the City and UDR, Inc. and limited partnerships owned and controlled by UDR, a true and copy of which is attached hereto, is hereby approved. The City Manager is authorized to execute the Master Facilities Agreement on behalf of the City.

Section 2. The above and foregoing premises are true and correct and are incorporated herein and made a part of this Resolution.

Section 3. This Resolution shall take effect upon its adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this _____ day of _____, 2008.

Joe Chow, Mayor

ATTEST:

By: _____
Mario Canizares, City Secretary

APPROVED AS TO FORM:

By: _____
John Hill, City Attorney

ITEM #R5

There are no Attachments for this Item.

ITEM #R6

There are no Attachments for this Item.

Council Agenda Item: #R7

SUMMARY: Approval to fund the Cavanaugh Flight Museum sponsorship request in the amount of \$50,000 to assist the Museum in their marketing efforts.

FINANCIAL IMPACT:

Budgeted Amount: \$50,000

Cost: \$50,000

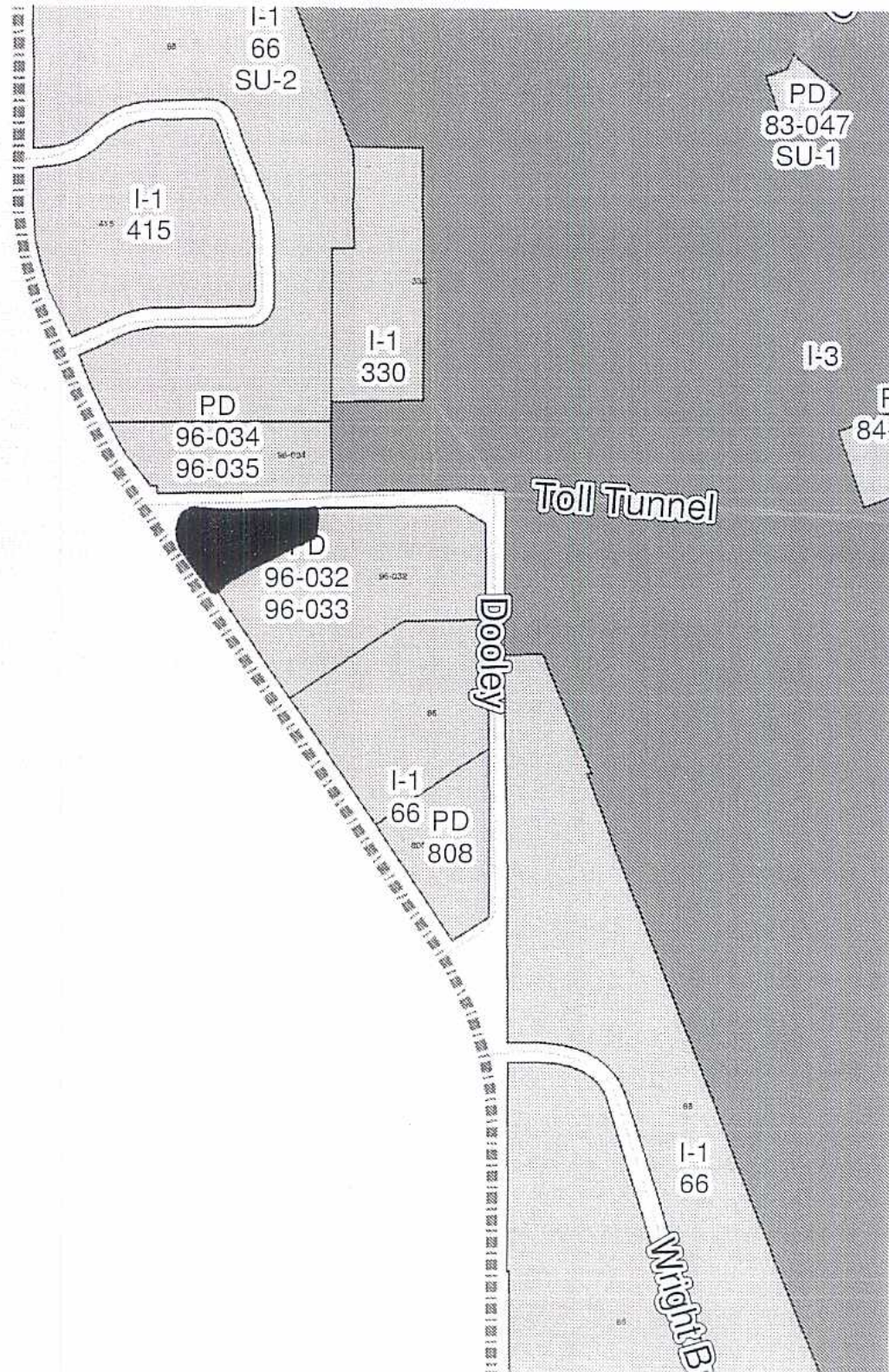
BACKGROUND: For the past several years, the Town has provided funding to the Cavanaugh Flight Museum to assist the Museum in their marketing efforts. These funds are used for promotional purposes and advertising special events hosted by the Museum, and are matched on a dollar for dollar basis. In return for the sponsorship, the Town will be listed as a sponsor on all print advertising. Staff believes this is a good partnership because it not only increases attendance at the museum but it also increases the Town's exposure to the visitor market and our event activity.

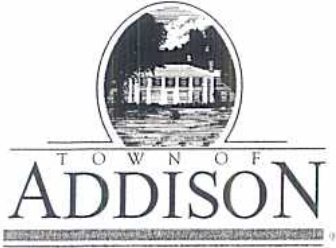
RECOMMENDATION:

Staff recommends approval.

PRELIMINARY PLAT/Thomas Developments Addition

PRELIMINARY PLAT/Thomas Developments Addition. Requesting approval of a final plat for two lots on 2.1602 acres of land, located at the southeast corner of Keller Springs Road and Midway Road, on application from Thomas A. Spagnola, represented by Mr. Jerry DeFeo.





November 2, 2007

STAFF REPORT

RE: PRELIMINARY PLAT/Thomas
Developments Addition

LOCATION: Two lots on 2.1602 acres of land
located at the southeast corner of
Keller Springs Road and Midway
Road

REQUEST: Approval of a preliminary plat

APPLICANT: Thomas A. Spagnola,
represented by Mr. Jerry DeFeo

DISCUSSION:

Background. This tract was originally zoned Industrial-1. In 1996, the Texas Turnpike Authority (now North Texas Tollway Authority) was constructing the toll tunnel under Addison Airport. The toll tunnel took a portion of this property on the north side. As a part of the settlement with the Turnpike Authority, the owners and Tollway agreed to rezone the property to a Planned Development District so that the setback on the north side of this property would be made legal, as opposed to legal non-conforming, which would have been the case if the property retained the Industrial-1 zoning classification. Even though the property was rezoned to a Planned Development District, it retained all Industrial-1 uses and development standards (with the exception of the setback on the Keller Springs side), and there was not a development plan approval requirement placed in the PD ordinance.

At this point, Mr. Spagnola seeks to develop this property with a used car lot. Automotive uses, including sales and services, are allowed in this PD zoning district.

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

1. Add a 5' Sidewalk Easement along Midway Road.
2. Abandon the 25' Building Setback along Midway Road by this plat.

3. Change the 10' Utility Easements for all water mains to 15' Water Easements.
4. Change the 24' Fire Lane Easement to a 24' Mutual Ingress/Egress Easement.
5. Remove the last five paragraphs from the Owner's Dedication.
6. Add a Detention Area Easement that encompasses the detention pond and add the attached Detention Area Easement language to the face of the plat.
7. The Utility Easement along the Addison Toll Tunnel is called out to be proposed. However, our records indicate that it exists. Please verify.
8. Provide a closure sheet.

RECOMMENDATION:

Staff recommends approval of the preliminary plat for Thomas Developments Addition subject to the conditions listed above.

Respectfully submitted,

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

Carmen Moran
Director of Development Services

COMMISSION FINDINGS:

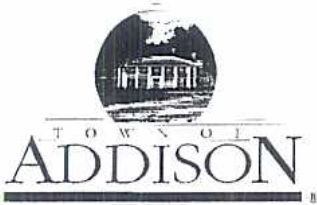
The Addison Planning and Zoning Commission, meeting in regular session on January 24, 2008, voted to recommend denial of the preliminary plat for Thomas Developments Addition, subject to the following conditions:

1. Add a 5' Sidewalk Easement along Midway Road.
2. Abandon the 25' Building Setback along Midway Road by this plat.
3. Change the 10' Utility Easements for all water mains to 15' Water Easements.
4. Change the 24' Fire Lane Easement to a 24' Mutual Ingress/Egress Easement.
5. Remove the last five paragraphs from the Owner's Dedication.
6. Add a Detention Area Easement that encompasses the detention pond and add the attached Detention Area Easement language to the face of the plat.
7. The Utility Easement along the Addison Toll Tunnel is called out to be proposed. However, our records indicate that it exists. Please verify.
8. Provide a closure sheet.

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

Voting Nay: None

Absent: None



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

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

Memorandum

To: Carmen Moran
CC: Nancy Cline
From: Clay Barnett
Date: 1/15/2008
Re: Thomas Development Addition

1. Add a 5' Sidewalk Easement along Midway Road.
2. Abandon the 25' Building Setback along Midway Road by this plat.
3. Change the 10' Utility Easements for all water mains to 15' Water Easements.
4. Change the 24' Fire Lane Easement to a 24' Mutual Ingress/Egress Easement.
5. Remove the last five paragraphs from the Owner's Dedication.
6. Add a Detention Area Easement that encompasses the detention pond and add the attached Detention Area Easement language to the face of the plat.
7. The Utility Easement along the Addison Toll Tunnel is called out to be proposed. However, our records indicate that it exists. Please verify.
8. Provide a closure sheet.

DETENTION AREA EASEMENT

This plat is approved by the Town of Addison and accepted by the owner(s), subject to the following conditions which shall be binding upon the owner(s), his heirs, grantees and successors, and assigns:

The proposed detention area easement(s) within the limits of this addition, will remain as detention area(s) to the line and grade shown on the plans at all times and will be maintained by the individual owner(s) of the lot or lots that are traversed by or adjacent to the detention area(s). The Town of Addison will not be responsible for the maintenance and operation of said detention area(s) or any damage or injury to private property or person that results from the flow of water along, into or out of said detention area(s), or for the control of erosion.

No obstruction to the natural flow of storm water run-off shall be permitted by filling or construction of any type of dam, building, bridge, fence, walkway or any other structure within the designated detention area(s) unless approved by the Director of Public Works, provided; however, it is understood that in the event it becomes necessary for the Town of Addison to erect any type of drainage structure in order to improve the storm drainage that may be occasioned by the streets and alleys in or adjacent to the subdivisions, then, in such event, the Town of Addison shall have the right to enter upon the detention area(s) at any point, or points, to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the detention area(s) traversing or adjacent to his property clean and free of debris, silt and any substance which would result in unsanitary conditions or blockage of the drainage. The Town of Addison shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner(s), or to alleviate any undesirable conditions, which may occur.

The detention area(s) as in the case of all detention areas are subject to storm water overflow(s) to an extent which cannot be clearly defined. The Town of Addison shall not be held liable for any damages of any nature resulting from the occurrences of these natural phenomena, nor resulting from the failure of any structure or structures, within the detention area(s) or subdivision storm drainage system.

The detention area easement line identified on this plat shows the detention area(s) serving this addition.

Council Agenda Item: #R9

DEPARTMENT:

Police

SUMMARY:

Submission of Racial Profiling Report to Council as required by Senate Bill (SB 1074). This Bill requires that the head of a law enforcement agency make available to the governing body an analysis of traffic contacts made by the agency no later than March 1st of each year and covering the previous calendar year.

#R9

The Addison Police Department Annual Traffic Contact Report (2007)



Del Carmen Consulting, LLC

(I) Introduction

Opening Statement

January 20, 2008

Addison City Council
Addison, Texas 75001

Dear Distinguished Members of the City Council,

The topic of racial profiling is considered by some as one of the most pressing themes currently affecting law enforcement agencies in the United States. In 2001, the Texas legislature, in an attempt to address the issue of racial profiling in policing, passed the Texas Racial Profiling Law. Since becoming effective, the Addison Police Department, in accordance with the law, has collected and reported traffic-related contact data for the purpose of identifying and addressing (if necessary) areas of concern regarding racial profiling practices among police officers.

In this report, you will find three sections that contain information on traffic-related contact data along with documentation which aims at demonstrating the manner in which the Addison Police Department has complied with the Texas Racial Profiling Law. Specifically, in section 1, you will find the table of contents in addition to the Texas Senate Bill (SB1074) which later became the Texas Racial Profiling Law. Also, in this section, a list of requirements relevant to the Racial Profiling Law as established by TCLEOSE (Texas Commission on Law Enforcement Officer Standards and Education) is included. In addition, you will find, in sections 2 and 3, documentation which demonstrates compliance by the Addison Police Department relevant to the requirements as established in the Texas Racial Profiling Law. That is, documents relevant to the implementation of an institutional policy banning racial profiling, the implementation of a racial profiling complaint process (which has been disclosed to the public), and the training administered to all law enforcement personnel, are included.

The final component of this report provides statistical data relevant to contacts, made during the course of traffic stops, between 1/1/06 and 12/31/07. This information has been analyzed and compared to data derived from the U.S. Census Bureau's Fair Roads Standard and to traffic-based contact data collected between 2002 and 2006. The final analysis and recommendations are also included in this report.

It is my most sincere hope that the findings presented in this report serve as evidence of the Addison Police Department's commitment to comply with the Texas Racial Profiling Law.

Sincerely,

Alex del Carmen, Ph.D.
Del Carmen Consulting, LLC

Table of Contents

Table of Contents

(I) Introduction

- a) Opening Statement
- b) Table of Contents
- c) TCLEOSE Guidelines
- d) The Texas Law on Racial Profiling (S.B. 1074)

(II) Responding to the Texas Racial Profiling Law

- a) Institutional Policy on Racial Profiling
- b) Educational Campaign Relevant to the Complaint Process—
Addressing Allegations of Racial Profiling Practices
- c) Racial Profiling Training of Law Enforcement Personnel
- d) Report on Complaints Filed Against Officers for Violating the Racial
Profiling Law (includes outcome of investigation)
- e) Police (Traffic-Related) Contact Information Table (2007)
- f) Table Depicting Baseline Comparison (2007)
- g) Six-Year Data Assessment (02-07)
- h) Analysis and Interpretation of Data (2007)

(III) Summary

- a) Checklist
- b) Contact Information

TCLEOSE GUIDELINES

Guidelines for Compiling and Reporting Data under Senate Bill 1074

Background

Senate Bill 1074 of the 77th Legislature established requirements in the Texas Code of Criminal Procedure (TCCP) for law enforcement agencies. The Commission developed this document to assist agencies in complying with the statutory requirements.

The guidelines are written in the form of standards using a style developed from accreditation organizations including the Commission on Accreditation for Law Enforcement Agencies (CALEA). The standards provide a description of *what* must be accomplished by an agency but allows wide latitude in determining *how* the agency will achieve compliance with each applicable standard.

Each standard is composed of two parts: the standard statement and the commentary. The *standard statement* is a declarative sentence that places a clear-cut requirement, or multiple requirements, on an agency. The commentary supports the standard statement but is not binding. The commentary can serve as a prompt, as guidance to clarify the intent of the standard, or as an example of one possible way to comply with the standard.

Standard 1

Each law enforcement agency has a detailed written directive that:

- clearly defines acts that constitute racial profiling;
- strictly prohibits peace officers employed by the agency from engaging in racial profiling;
- implements a process by which an individual may file a complaint with the agency if the individual believes a peace officer employed by the agency has engaged in racial profiling with respect to the individual filing the complaint;
- provides for public education relating to the complaint process;
- requires appropriate corrective action to be taken against a peace officer employed by the agency who, after investigation, is shown to have engaged in racial profiling in violation of the agency's written racial profiling policy; and
- requires the collection of certain types of data for subsequent reporting.

Commentary

Article 2.131 of the TCCP prohibits officers from engaging in racial profiling, and article 2.132 of the TCCP now requires a written policy that contains the elements listed in this standard. The article also specifically defines a law enforcement agency as it applies to this statute as an “agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers’ official duties.”

The article further defines race or ethnicity as being of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American.” The statute does not limit the required policies to just these ethnic groups.

This written policy is to be adopted and implemented no later than January 1, 2002.

Standard 2

Each peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic, or who stops a pedestrian for any suspected offense reports to the employing law enforcement agency information relating to the stop, to include:

- a physical description of each person detained, including gender and the person's race or ethnicity, as stated by the person, or, if the person does not state a race or ethnicity, as determined by the officer's best judgment;
- the traffic law or ordinance alleged to have been violated or the suspected offense;
- whether the officer conducted a search as a result of the stop and, if so, whether the person stopped consented to the search;
- whether any contraband was discovered in the course of the search, and the type of contraband discovered;
- whether probable cause to search existed, and the facts supporting the existence of that probable cause;
- whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;
- the street address or approximate location of the stop; and
- whether the officer issued a warning or citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Commentary

The information required by 2.133 TCCP is used to complete the agency reporting requirements found in Article 2.134. A peace officer and an agency may be exempted from this requirement under Article 2.135 TCCP Exemption for Agencies Using Video and Audio Equipment. An agency may be exempt from this reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds. Section 2.135 (a)(2) states, "the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a) (1) (A) and the agency does not receive from the state funds for video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose."

Standard 3

The agency compiles the information collected under 2.132 and 2.133 and analyzes the information identified in 2.133.

Commentary

Senate Bill 1074 from the 77th Session of the Texas Legislature created requirements for law enforcement agencies to gather specific information and to report it to each county or municipality served. New sections of law were added to the Code of Criminal Procedure regarding the reporting of traffic and pedestrian stops. Detained is defined as when a person stopped is not free to leave.

Article 2.134 TCCP requires the agency to compile and provide and analysis of the information collected by peace officer employed by the agency. The report is provided to the governing body of the municipality or county no later than March 1 of each year and covers the previous calendar year.

There is data collection and reporting required based on Article 2.132 CCP (tier one) and Article 2.133 CCP (tier two).

The minimum requirements for “tier one” data for traffic stops in which a citation results are:

- 1) the race or ethnicity of individual detained (race and ethnicity as defined by the bill means of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American”);
- 2) whether a search was conducted, and if there was a search, whether it was a consent search or a probable cause search; and
- 3) whether there was a custody arrest.

The minimum requirements for reporting on “tier two” reports include traffic and pedestrian stops. Tier two data include:

- 1) the detained person’s gender and race or ethnicity;
- 2) the type of law violation suspected, e.g., hazardous traffic, non-hazardous traffic, or other criminal investigation (the Texas Department of Public Safety publishes a categorization of traffic offenses into hazardous or non-hazardous);
- 3) whether a search was conducted, and if so whether it was based on consent or probable cause;
- 4) facts supporting probable cause;
- 5) the type, if any, of contraband that was collected;
- 6) disposition of the stop, e.g., arrest, ticket, warning, or release;
- 7) location of stop; and
- 8) statement of the charge, e.g., felony, misdemeanor, or traffic.

Tier one reports are made to the governing body of each county or municipality served by the agency an annual report of information if the agency is an agency of a county, municipality, or other political subdivision of the state. Tier one and two reports are reported to the county or municipality not later than March 1 for the previous calendar year beginning March 1, 2003. Tier two reports include a comparative analysis between the race and ethnicity of persons detained to see if a differential pattern of treatment can be discerned based on the disposition of stops including searches resulting from the stops. The reports also include information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. An agency may be exempt from the tier two reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds [See 2.135 (a)(2) TCCP].

Reports should include both raw numbers and percentages for each group. Caution should be exercised in interpreting the data involving percentages because of statistical distortions caused by very small numbers in any particular category, for example, if only one American Indian is stopped and searched, that stop would not provide an accurate comparison with 200 stops among Caucasians with 100 searches. In the first case, a 100% search rate would be skewed data when compared to a 50% rate for Caucasians.

Standard 4

If a law enforcement agency has video and audio capabilities in motor vehicles regularly used for traffic stops, or audio capabilities on motorcycles regularly used to make traffic stops, the agency:

- adopts standards for reviewing and retaining audio and video documentation; and
- promptly provides a copy of the recording to a peace officer who is the subject of a complaint on written request by the officer.

Commentary

The agency should have a specific review and retention policy. Article 2.132 TCCP specifically requires that the peace officer be promptly provided with a copy of the audio or video recordings if the officer is the subject of a complaint and the officer makes a written request.

Standard 5

Agencies that do not currently have video or audio equipment must examine the feasibility of installing such equipment.

Commentary

None

Standard 6

Agencies that have video and audio recording capabilities are exempt from the reporting requirements of Article 2.134 TCCP and officers are exempt from the reporting requirements of Article 2.133 TCCP provided that:

- the equipment was in place and used during the proceeding calendar year; and
- video and audio documentation is retained for at least 90 days.

Commentary

The audio and video equipment and policy must have been in place during the previous calendar year. Audio and video documentation must be kept for at least 90 days or longer if a complaint has been filed. The documentation must be retained until the complaint is resolved. Peace officers are not exempt from the requirements under Article 2.132 TCCP.

Standard 7

Agencies have citation forms or other electronic media that comply with Section 543.202 of the Transportation Code.

Commentary

Senate Bill 1074 changed Section 543.202 of the Transportation Code requiring citations to include:

- race or ethnicity, and
- whether a search of the vehicle was conducted and whether consent for the search was obtained.

The Texas Law on Racial Profiling

AN ACT

relating to the prevention of racial profiling by certain peace officers.

BE IT ENACTED BY THE LEGISLATURE OF THE
STATE OF TEXAS:

SECTION 1. Chapter 2, Code of Criminal Procedure, is amended by adding Articles 2.131 through 2.138 to read as follows:

Art. 2.131. RACIAL PROFILING PROHIBITED. A peace officer may not engage in racial profiling.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING. (a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

(2) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to traffic stops in which a citation is issued and to arrests resulting from those traffic stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the person detained consented to the search; and

(7) require the agency to submit to the governing body of each county or municipality served by the agency an annual report of the information collected under Subdivision (6) if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make traffic stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make traffic stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy

adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a traffic stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

Art. 2.133. REPORTS REQUIRED FOR TRAFFIC AND PEDESTRIAN STOPS. (a) In this article:

(1) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic or who stops a pedestrian for any suspected offense shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of each person detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the traffic law or ordinance alleged to have been violated or the suspected offense;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband was discovered in the course of the search and the type of contraband discovered;

(5) whether probable cause to search existed and the facts supporting the existence of that probable cause;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a warning or a citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED. (a) In this article, "pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each local law enforcement agency shall submit a report containing the information compiled during the previous calendar year to the governing

body of each county or municipality served by the agency in a manner approved by the agency.

(c) A report required under Subsection (b) must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) determine the prevalence of racial profiling by peace officers employed by the agency; and

(B) examine the disposition of traffic and pedestrian stops made by officers employed by the agency, including searches resulting from the stops; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

Art. 2.135. EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and a law enforcement agency is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make traffic and pedestrian stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make traffic and pedestrian stops is equipped with transmitter-activated equipment; and

(B) each traffic and pedestrian stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each traffic and pedestrian stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a traffic or pedestrian stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

(a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A). The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the

Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has installed video and audio equipment as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1).

Art. 2.138. RULES. The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

SECTION 2. Chapter 3, Code of Criminal Procedure, is amended by adding Article 3.05 to read as follows:

Art. 3.05. RACIAL PROFILING. In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

SECTION 3. Section 96.641, Education Code, is amended by adding Subsection (j) to read as follows:

(j) As part of the initial training and continuing education for police chiefs required under this section, the institute shall establish a program on racial profiling. The program must include an examination of the best practices for:

(1) monitoring peace officers' compliance with laws and internal agency policies relating to racial profiling;

(2) implementing laws and internal agency policies relating to preventing racial profiling; and

(3) analyzing and reporting collected information.

SECTION 4. Section 1701.253, Occupations Code, is amended by adding Subsection (e) to read as follows:

(e) As part of the minimum curriculum requirements, the commission shall establish a statewide comprehensive education and training program on racial profiling for officers licensed under this chapter. An officer shall complete a program established under this subsection not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.

SECTION 5. Section 1701.402, Occupations Code, is amended by adding Subsection (d) to read as follows:

(d) As a requirement for an intermediate proficiency certificate, an officer must complete an education and training program on racial profiling established by the commission under Section 1701.253(e).

SECTION 6. Section 543.202, Transportation Code, is amended to read as follows:

Sec. 543.202. FORM OF RECORD. (a) In this section, "race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) The record must be made on a form or by a data processing method acceptable to the department and must include:

- (1) the name, address, physical description, including race or ethnicity, date of birth, and driver's license number of the person charged;
- (2) the registration number of the vehicle involved;
- (3) whether the vehicle was a commercial motor vehicle as defined by Chapter 522 or was involved in transporting hazardous materials;

(4) the person's social security number, if the person was operating a commercial motor vehicle or was the holder of a commercial driver's license or commercial driver learner's permit;

(5) the date and nature of the offense, including whether the offense was a serious traffic violation as defined by Chapter 522;

(6) whether a search of the vehicle was conducted and whether consent for the search was obtained;

(7) the plea, the judgment, and whether bail was forfeited;

(8) [~~7~~] the date of conviction; and

(9) [~~8~~] the amount of the fine or forfeiture.

SECTION 7. Not later than January 1, 2002, a law enforcement agency shall adopt and implement a policy and begin collecting information under the policy as required by Article 2.132, Code of Criminal Procedure, as added by this Act. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.132, Code of Criminal Procedure, as added by this Act, on March 1, 2003. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2002, and ending December 31, 2002.

SECTION 8. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.134, Code of Criminal Procedure, as added by this Act, on March 1, 2004. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2003, and ending December 31, 2003.

SECTION 9. Not later than January 1, 2002:

(1) the Commission on Law Enforcement Officer Standards and Education shall establish an education and training program on racial profiling as required by Subsection (e), Section 1701.253, Occupations Code, as added by this Act; and

(2) the Bill Blackwood Law Enforcement Management Institute of Texas shall establish a program on racial profiling as required by Subsection (j), Section 96.641, Education Code, as added by this Act.

SECTION 10. A person who on the effective date of this Act holds an intermediate proficiency certificate issued by the Commission on Law Enforcement Officer Standards and Education or has held a peace officer license issued by the Commission on Law Enforcement Officer Standards and Education for at least two years shall complete an education and training program on racial profiling established under Subsection (e), Section 1701.253, Occupations Code, as added by this Act, not later than September 1, 2003.

SECTION 11. An individual appointed or elected as a police chief before the effective date of this Act shall complete a program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

SECTION 12. This Act takes effect September 1, 2001.

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 1074 passed the Senate on April 4, 2001, by the following vote: Yeas 28, Nays 2; May 21, 2001, Senate refused to concur in House amendments and requested appointment of Conference Committee; May 22, 2001, House granted request of the Senate; May 24, 2001, Senate adopted Conference Committee Report by a viva-voce vote.

Secretary of the Senate

I hereby certify that S.B. No. 1074 passed the House, with amendments, on May 15, 2001, by a non-record vote; May 22, 2001, House granted request of the Senate for appointment of Conference Committee; May 24, 2001, House adopted Conference Committee Report by a non-record vote.

Chief Clerk of the House

Approved:

Date

Governor

(II) Responding to the Law

Institutional Policy on Racial Profiling

ARTICLE 99

Racial Profiling

I. Purpose

The purpose of the policy is to reaffirm the Addison Police Department's commitment to unbiased policing in all its encounters between officers and any person; to reinforce procedures that serve to ensure public confidence and mutual trust through the provision of services in a fair and equitable fashion; and to protect our officers from unwarranted accusations of misconduct when they act within the dictates of departmental policy and the law.

II. Policy

- A. It is the policy of this department to police in a proactive manner and to aggressively investigate suspected violations of law. Officers shall actively enforce Town ordinances, state and federal laws in a responsible and professional manner, without regard to race, ethnicity or national origin. Officers are strictly prohibited from engaging in racial profiling as defined in this policy. This policy shall be applicable to all persons, whether drivers, passengers, or pedestrians.
- B. Officers shall conduct themselves in a dignified and respectful manner at all times when dealing with the public. Two of the fundamental rights guaranteed by both the United States and Texas constitutions are equal protection under the law and freedom from unreasonable searches and seizures by government agents. The right of all persons to be treated equally and to be free from unreasonable searches and seizures must be respected. Racial profiling is an unacceptable patrol tactic and will not be condoned.
- C. This policy shall not preclude officers from offering assistance, such as upon observing a substance leaking from a vehicle, a flat tire, or someone who appears to be ill, lost or confused. Nor does this policy prohibit stopping someone suspected of a crime based upon observed actions and/or information received about the person.

III. Definitions

Racial Profiling – A law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

- A. Racial profiling pertains to persons who are viewed as suspects or potential suspects of criminal behavior. The term is not relevant as it pertains to witnesses, complainants, or other citizen contacts.

B. The prohibition against racial profiling does not preclude the use of race, ethnicity or national origin as factors in a detention decision. Race, ethnicity or national origin may be legitimate factors in a detention decision when used as part of an actual description of a specific suspect for whom an officer is searching. Detaining an individual and conducting an inquiry into that person's activities simply because of that individual's race, ethnicity or national origin is racial profiling.

C. Examples of racial profiling include but are not limited to the following:

1. Citing a driver who is speeding in a stream of traffic, where most other drivers are speeding, because of the cited driver's race, ethnicity or national origin.
2. Detaining the driver of a vehicle based on the determination that a person of that race, ethnicity or national origin is unlikely to own or possess that specific make or model of vehicle.
3. Detaining an individual based upon the determination that a person of that race, ethnicity or national origin does not belong in a specific part of town or a specific place.

D. A law enforcement agency can derive at two principles from the adoption of this definition of racial profiling:

1. Police may not use racial or ethnic stereotypes as factors in selecting whom to stop and search, while police may use race in conjunction with other known factors of the suspect.
2. Law enforcement officers may not use racial or ethnic stereotypes as factors in selecting whom to stop and search. Racial profiling is not relevant as it pertains to witnesses, etc.

Race or Ethnicity - Of a particular decent, including Caucasian, African, Hispanic, Asian, or Native American.

Pedestrian Stop - An interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

Traffic Stop - A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic.

IV. Training

- A. Officers are responsible to adhere to all Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) training and

the Law Enforcement Management Institute of Texas (LEMIT) requirements as mandated by law.

- B. All officers shall complete a TCLEOSE training and education program on racial profiling not later than the second anniversary of the date the officer is licensed under Chapter 170 of the Texas Occupations Code or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. A person who on September 1, 2001, held a TCLEOSE intermediate proficiency certificate, or who had held a peace officer license issued by TCLEOSE for at least two years, shall complete a TCLEOSE training and education program on racial profiling not later than September 1, 2003.
- C. The chief of police, as part of the initial training and continued education for such appointment, will be required to attend the LEMIT program on racial profiling.
- D. An individual appointed or elected as a police chief before the effective date of this Act shall complete the program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

V. Complaint Investigation

- A. The department shall accept complaints from any person who believes he or she has been stopped or searched based on racial, ethnic or national origin profiling. No person shall be discouraged, intimidated or coerced from filing a complaint, nor discriminated against because he or she filed such a complaint.
- B. Any employee who receives an allegation of racial profiling, including the officer who initiated the stop, shall record the person's name, address, and telephone number, and forward the complaint through the appropriate channel or direct the individual(s). Any employee contacted shall provide to that person a copy of a complaint form or the department process for filing a complaint. All employees will report any allegation of racial profiling to their superior before the end of their shift.
- C. Investigation of a complaint shall be conducted in a thorough and timely manner. All complaints will be acknowledged in writing to the initiator who will receive disposition regarding said complaint within a reasonable period of time. The investigation shall be reduced to writing and any reviewer's comments or conclusions shall be filed with the chief. When applicable, findings and/or suggestions for disciplinary action, retraining, or changes in policy shall be filed with the chief.

- D. If a racial profiling complaint is sustained against an officer, it will result in appropriate corrective and/or disciplinary action, up to and including termination.
- E. If there is a departmental video or audio recording of the events upon which a complaint of racial profiling is based, upon commencement of an investigation by this department into the complaint and written request of the officer made the subject of the complaint, this department shall promptly provide a copy of the recording to that officer.

VI. Public Education

This department will inform the public of its policy against racial profiling and the complaint process.

Methods that may be utilized to inform the public are the news media, radio, service or civic presentations, the Internet, as well as governing board meetings. Additionally, information will be made available as appropriate in languages other than English.

VII. Data Collection and Reporting

A. An officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic, or who stops a pedestrian for any suspected offense, shall record and report the following information:

1. A physical description of each person detained as a result of the stop, including:
 - a) the person's gender;
 - b) the person's race or ethnicity, as stated by the person or as determined by the officer to the best of his/her ability.
2. The street address or approximate location of the stop. The suspected offense or the traffic law or ordinance alleged to have been violated.
3. Whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search.
4. Whether probable cause to search existed and, if so, the fact(s) supporting the existence of that probable cause.
5. Whether any contraband was discovered in the course of the search

and, if so, the type of contraband discovered.

6. Whether the officer made an arrest as a result of the stop and/or search and, if so, a statement of the offense charged.
7. Whether the officer issued a warning or a citation as a result of the stop and, if so, a statement of the offense charged.

By March of each year, the department shall submit a report to its municipal governing board that includes information gathered by the citations. The report will include:

1. a breakdown of citations by race or ethnicity;
2. number of citations that resulted in a search;
3. number of searches that were consensual; and
4. number of citations that resulted in custodial arrest for this cited violation or any other violation.

VIII. Use of Video and Audio Equipment

- A. It is the intent of this department to equip each motor vehicle regularly used by the department to make traffic and pedestrian stops with a video camera and transmitter-activated equipment. This department has submitted an application to the Texas Department of Public Safety for funding to equip the balance of the fleet with audio and video recording devices.
- B. Each traffic and pedestrian stop made by an officer of this department that is capable of being recorded by video and audio, or audio, as appropriate, will be recorded.
- C. This department shall retain the video and audiotapes, or the audiotape, of each traffic and pedestrian stop for at least ninety (90) days after the date of the stop. If a complaint is filed with this department alleging that one of our officers has engaged in racial profiling with respect to a traffic or pedestrian stop, this department shall retain the video and audiotape, or the audiotape, of the stop until final disposition of the complaint.
- D. Supervisors will ensure officers of this department are recording their traffic and pedestrian stops. A recording of each officer will be reviewed at least once every ninety (90) days.

Complaint Process: Informing the Public and Addressing Allegations of Racial Profiling Practices

Informing the Public on the Process of Filing a Racial Profiling Complaint with the Addison Police Department

One of the requirements of the Texas Racial Profiling Law is that police agencies provide information to the public regarding the manner in which to file a racial profiling complaint. In an effort to comply with this particular component, the Addison Police Department launched an educational campaign aimed at informing the public on issues relevant to the racial profiling complaint process.

The police department made available, in the lobby area, information relevant to filing a complaint on a racial profiling violation by a Addison Police officer. It is believed that through these efforts, the community has been properly informed of the new policies and the complaint processes relevant to racial profiling.

Racial Profiling Training

Racial Profiling Training

Since 2002, all Addison Police officers have been instructed, as specified in the Texas Racial Profiling Law, to adhere to all Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements. To date, all sworn officers of the Addison Police Department have completed the TCLEOSE basic training on racial profiling. The main outline used to train the officers of Addison has been included in this report.

It is important to recognize that the Chief of the Addison Police Department has also met the training requirements, as specified by the Texas Racial Profiling Law, in the completion of the LEMIT program on racial profiling. The satisfactory completion of the racial profiling training by the sworn personnel of the Addison Police Department fulfills the training requirement as specified in the Education Code (96.641) of the Texas Racial Profiling Law.

**Racial Profiling
Course Number 3256
Texas Commission on Law Enforcement
September 2001**

Racial Profiling 3256

Instructor's Note:

You may wish to teach this course in conjunction with Asset Forfeiture 3255 because of the related subject matter and applicability of the courses. If this course is taught in conjunction with Asset Forfeiture, you may report it under Combined Profiling and Forfeiture 3257 to reduce data entry.

Abstract

This instructor guide is designed to meet the educational requirement for racial profiling established by legislative mandate: 77R-SB1074.

Target Population: Licensed law enforcement personnel in Texas

Prerequisites: Experience as a law enforcement officer

Length of Course: A suggested instructional time of 4 hours

Material Requirements: Overhead projector, chalkboard and/or flip charts, video tape player, handouts, practical exercises, and demonstrations

Instructor Qualifications: Instructors should be very knowledgeable about traffic stop procedures and law enforcement issues

Evaluation Process and Procedures

An examination should be given. The instructor may decide upon the nature and content of the examination. It must, however, sufficiently demonstrate the mastery of the subject content by the student.

Reference Materials

Reference materials are located at the end of the course. An electronic copy of this instructor guide may be downloaded from our web site at <http://www.tcleose.state.tx.us>.

Racial Profiling 3256

1.0 RACIAL PROFILING AND THE LAW

1.1 UNIT GOAL: The student will be able to identify the legal aspects of racial profiling.

1.1.1 LEARNING OBJECTIVE: The student will be able to identify the legislative requirements placed upon peace officers and law enforcement agencies regarding racial profiling.

Racial Profiling Requirements:

Racial profiling CCP 3.05

Racial profiling prohibited CCP 2.131

Law enforcement policy on racial profiling CCP 2.132

Reports required for traffic and pedestrian stops CCP 2.133

Liability CCP 2.136

Racial profiling education for police chiefs Education Code 96.641

Training program Occupations Code 1701.253

Training required for intermediate certificate Occupations Code 1701.402

Definition of "race or ethnicity" for form Transportation Code 543.202

A. Written departmental policies

1. Definition of what constitutes racial profiling
2. Prohibition of racial profiling
3. Complaint process
4. Public education
5. Corrective action
6. Collection of traffic-stop statistics
7. Annual reports

B. Not prima facie evidence

C. Feasibility of use of video equipment

D. Data does not identify officer

E. Copy of complaint-related video evidence to officer in question

F. Vehicle stop report

1. Physical description of detainees: gender, race or ethnicity
2. Alleged violation
3. Consent to search
4. Contraband
5. Facts supporting probable cause
6. Arrest
7. Warning or citation issued

G. Compilation and analysis of data

H. Exemption from reporting – audio/video equipment

I. Officer non-liability

J. Funding

K. Required training in racial profiling

1. Police chiefs

2. All holders of intermediate certificates and/or two-year-old licenses as of 09/01/2001 (training to be completed no later than 09/01/2003) – see legislation 77R-SB1074

1.1.2 LEARNING OBJECTIVE: The student will become familiar with Supreme Court decisions and other court decisions involving appropriate actions in traffic stops.

A. Whren v. United States, 517 U.S. 806, 116 S.Ct. 1769 (1996)

1. Motor vehicle search exemption

2. Traffic violation acceptable as pretext for further investigation

3. Selective enforcement can be challenged

B. Terry v. Ohio, 392 U.S. 1, 88 S.Ct. 1868 (1968)

1. Stop & Frisk doctrine

2. Stopping and briefly detaining a person

3. Frisk and pat down

C. Other cases

1. Pennsylvania v. Mimms, 434 U.S. 106, 98 S.Ct. 330 (1977)

2. Maryland v. Wilson, 117 S.Ct. 882 (1997)

3. Graham v. State, 119 MdApp 444, 705 A.2d 82 (1998)

4. Pryor v. State, 122 Md.App. 671 (1997) cert. denied 352 Md. 312, 721 A.2d 990 (1998)

5. Ferris v. State, 355 Md. 356, 735 A.2d 491 (1999)

6. New York v. Belton, 453 U.S. 454 (1981)

2.0 RACIAL PROFILING AND THE COMMUNITY

2.1 UNIT GOAL: The student will be able to identify logical and social arguments against racial profiling.

2.1.1 LEARNING OBJECTIVE: The student will be able to identify logical and social arguments against racial profiling.

A. There are appropriate reasons for unusual traffic stops (suspicious behavior, the officer's intuition, MOs, etc.), but police work must stop short of cultural stereotyping and racism

B. Racial profiling would result in criminal arrests, but only because it would target all members of a race randomly – the minor benefits would be far outweighed by the distrust and anger towards law enforcement by minorities and the public as a whole

C. Racial profiling is self-fulfilling bad logic: if you believed that minorities committed more crimes, then you might look for more minority criminals, and find them in disproportionate numbers

D. Inappropriate traffic stops generate suspicion and antagonism towards officers and make future stops more volatile – a racially-based stop today can throw suspicion on tomorrow's legitimate stop

E. By focusing on race, you would not only be harassing innocent citizens, but overlooking criminals of all races and backgrounds – it is a waste of law enforcement resources

3.0 RACIAL PROFILING VERSUS REASONABLE SUSPICION

3.1 UNIT GOAL: The student will be able to identify the elements of both inappropriate and appropriate traffic stops.

3.1.1 LEARNING OBJECTIVE: The student will be able to identify elements of a racially motivated traffic stop.

A. Most race-based complaints come from vehicle stops, often since race is used as an inappropriate substitute for drug courier profile elements

B. "DWB" – "Driving While Black" – a nickname for the public perception that a Black person may be stopped solely because of their race (especially with the suspicion that they are a drug courier), often extended to other minority groups or activities as well ("Driving While Brown," "Flying While Black," etc.)

C. A typical traffic stop resulting from racial profiling

1. The vehicle is stopped on the basis of a minor or contrived traffic violation which is used as a pretext for closer inspection of the vehicle, driver, and passengers

2. The driver and passengers are questioned about things that do not relate to the traffic violation

3. The driver and passengers are ordered out of the vehicle
4. The officers visually check all observable parts of the vehicle
5. The officers proceed on the assumption that drug courier work is involved by detaining the driver and passengers by the roadside
6. The driver is asked to consent to a vehicle search – if the driver refuses, the officers use other procedures (waiting on a canine unit, criminal record checks, license-plate checks, etc.), and intimidate the driver (with the threat of detaining him/her, obtaining a warrant, etc.)

3.1.2 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which would constitute reasonable suspicion of drug courier activity.

- A. Drug courier profile (adapted from a profile developed by the DEA)
1. Driver is nervous or anxious beyond the ordinary anxiety and cultural communication styles
 2. Signs of long-term driving (driver is unshaven, has empty food containers, etc.)
 3. Vehicle is rented
 4. Driver is a young male, 20-35
 5. No visible luggage, even though driver is traveling
 6. Driver was over-reckless or over-cautious in driving and responding to signals
 7. Use of air fresheners
- B. Drug courier activity indicators by themselves are usually not sufficient to justify a stop

3.1.3 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which could constitute reasonable suspicion of criminal activity.

- A. Thinking about the totality of circumstances in a vehicle stop
- B. Vehicle exterior
1. Non-standard repainting (esp. on a new vehicle)
 2. Signs of hidden cargo (heavy weight in trunk, windows do not roll down, etc.)
 3. Unusual license plate suggesting a switch (dirty plate, bugs on back plate, etc.)
 4. Unusual circumstances (pulling a camper at night, kids' bikes with no kids, etc.)
- C. Pre-stop indicators
1. Not consistent with traffic flow
 2. Driver is overly cautious, or driver/passengers repeatedly look at police car
 3. Driver begins using a car- or cell-phone when signaled to stop
 4. Unusual pull-over behavior (ignores signals, hesitates, pulls onto new street, moves objects in car, etc.)

D. Vehicle interior

1. Rear seat or interior panels have been opened, there are tools or spare tire, etc.
2. Inconsistent items (anti-theft club with a rental, unexpected luggage, etc.)

Resources

Proactive Field Stops Training Unit – Instructor's Guide, Maryland Police and Correctional Training Commissions, 2001. (See Appendix A.)

Web address for legislation 77R-SB1074:

<http://tlo2.tlc.state.tx.us/tlo/77r/billtext/SB01074F.htm>

Report on Complaints

Report on Complaints

The following table contains data regarding officers that have been the subject of a complaint, during the time period of 1/1/07---12/31/07, based on allegations outlining possible violations related to the Texas Racial Profiling Law. The final disposition of the case is also included.

A check above indicates that the Addison Police Department has not received any complaints, on any members of its police force, for having violated the Texas Racial Profiling Law during the time period of 1/1/07 ---- 12/31/07.

Complaints Filed for Possible Violations of The Texas Racial Profiling Law

Complaint No.	Alleged Violation			Disposition of the Case
001	Violation of Racial Profiling Law			Unfounded
002	Violation of Racial Profiling Law			Unfounded

Additional Comments:

Tables Illustrating Traffic Contact

Tier 1 Data

(I) Tier 1 Data

Traffic-Related Contact Information (1/1/07—12/31/07)

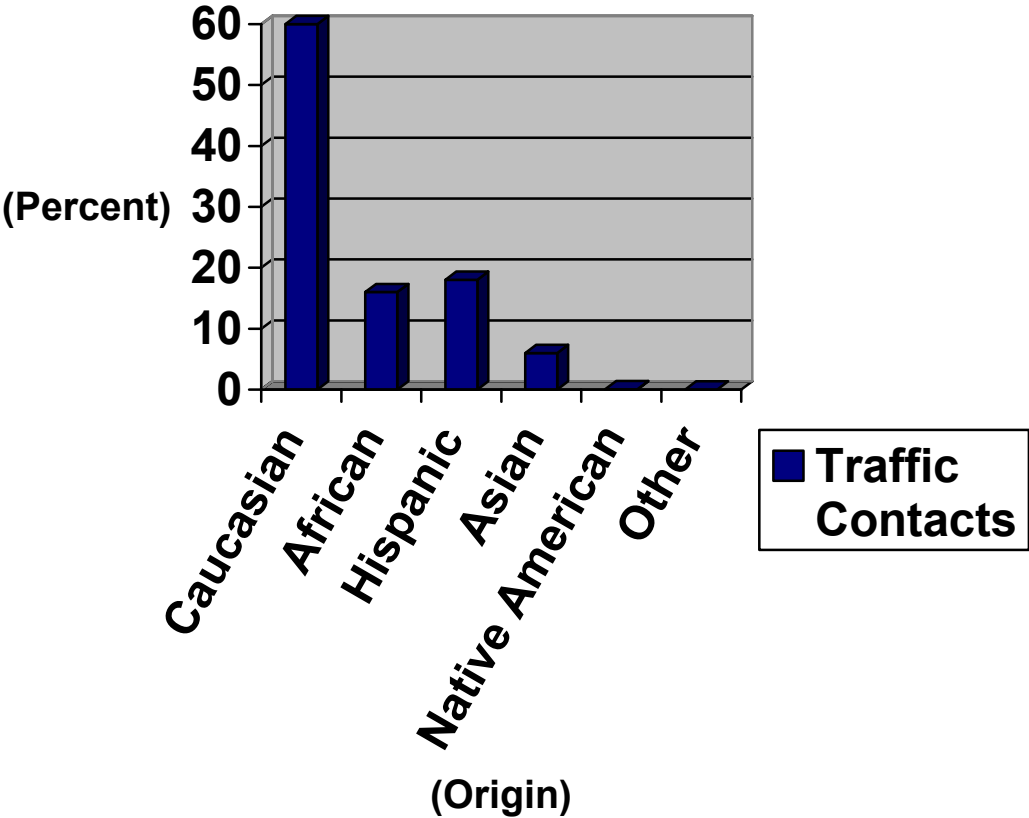
Race/Ethnicity*	Contacts		Searches		Consensual Searches		PC Searches		Custody Arrests	
	N	%	N	%	N	%	N	%	N	%
Caucasian	5,829	60	355	42	57	53	298	41	649	54
African	1,585	16	227	27	25	23	202	28	204	17
Hispanic	1,691	18	240	29	26	24	214	29	330	28
Asian	543	6	14	2	0	0	14	2	14	1
Native American	4	.04	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0
Total	9,652	100	836	100	108	100	728	100	1,197	100

“N” represents “number” of traffic-related contacts

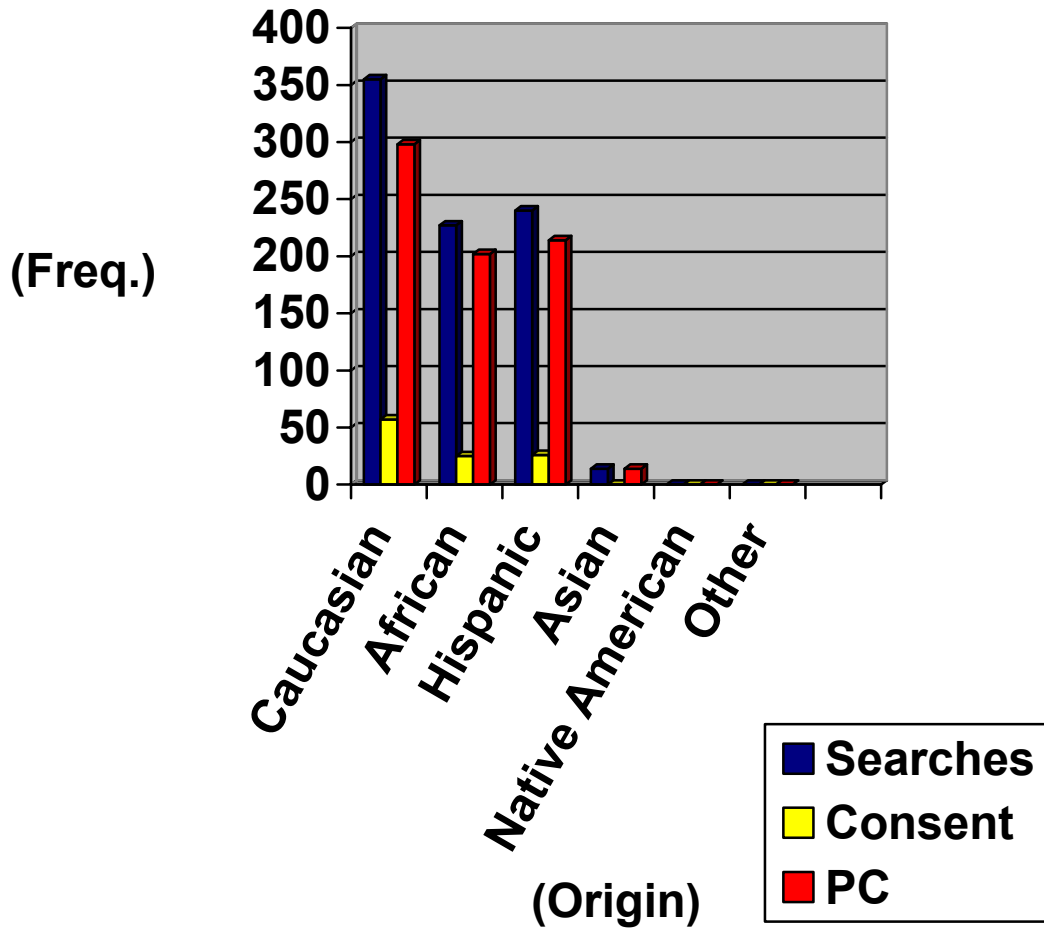
* Race/Ethnicity is defined by Senate Bill 1074 as being of a “particular descent, including Caucasian, African, Hispanic, Asian, or Native American”.

**Figure has been rounded

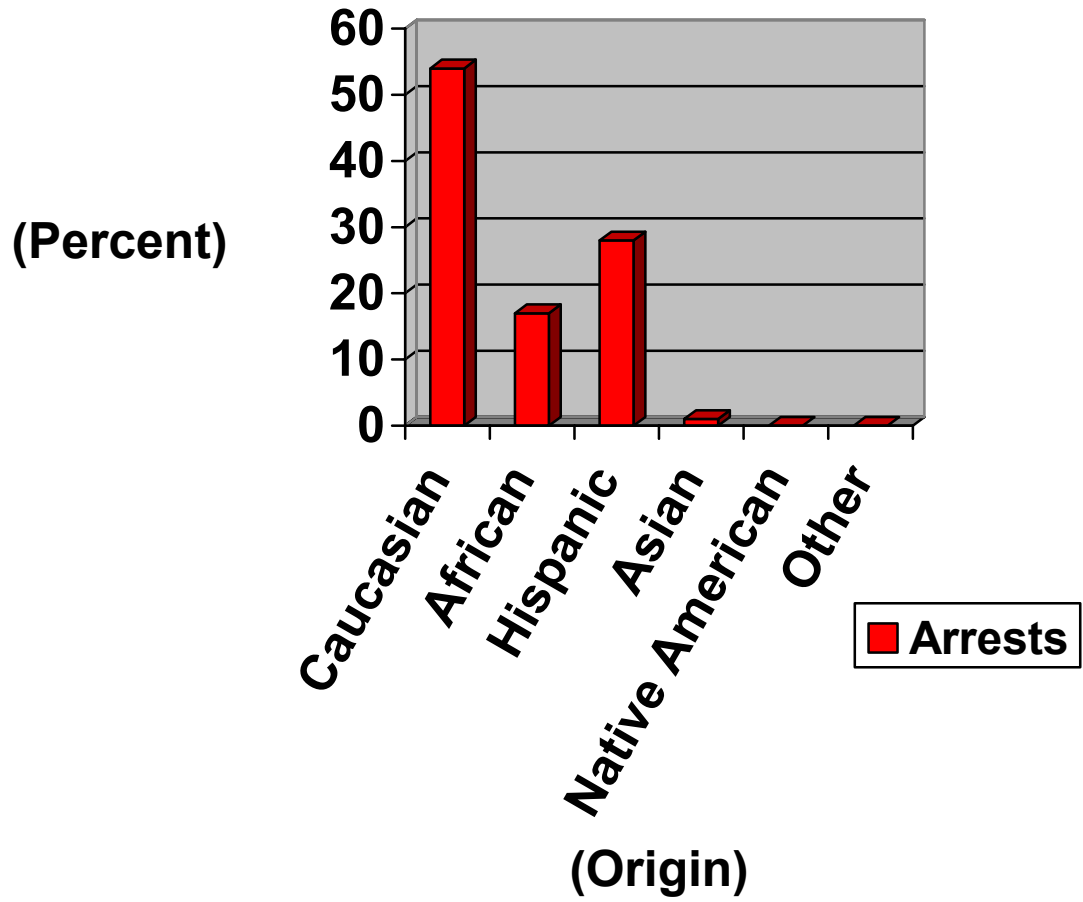
Tier 1 Data (Traffic Contacts)



Tier 1 Data (Searches)



Tier 1 Data (Arrests)



**Tier 1 Baseline Comparison
(Fair Roads Standard)**

(II) Traffic-Contacts and Fair Roads Standard Comparison

Comparison of traffic-related contacts with households in Addison that have vehicle access (in percentages). (1/1/07—12/31/07)

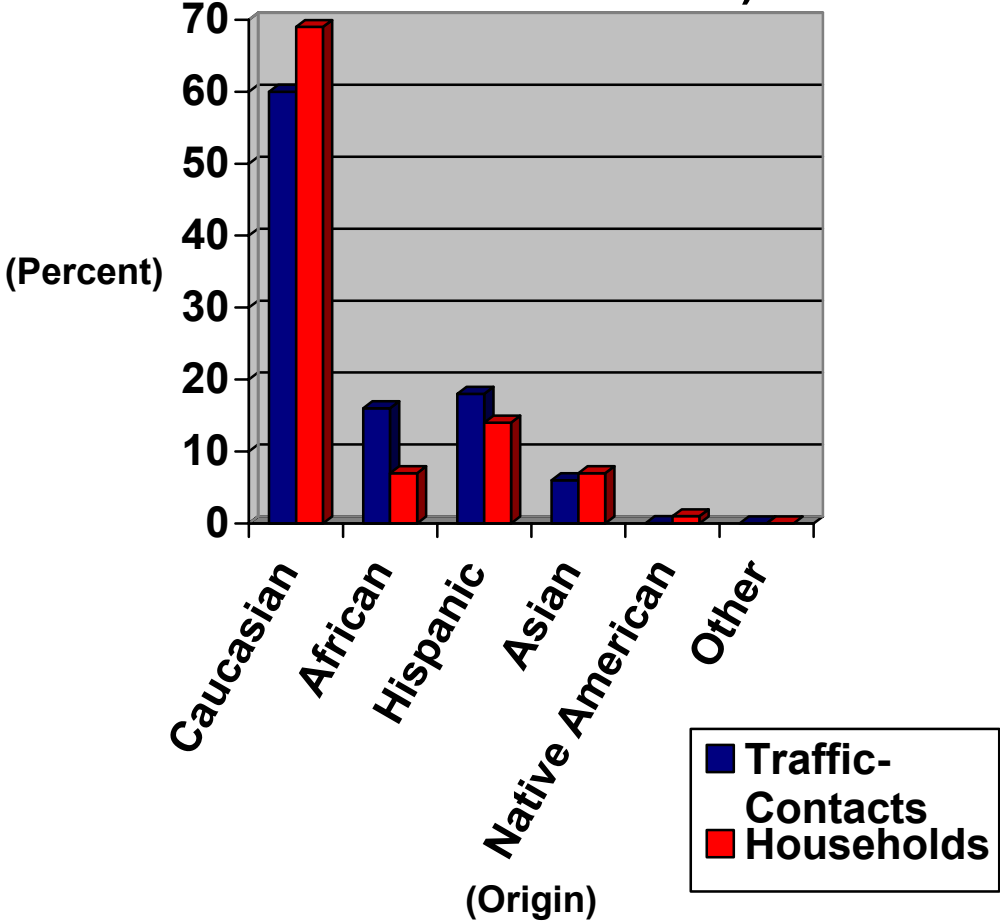
Race/Ethnicity*	Traffic-Contacts (in percentages)	Households with Vehicle Access (in percentages)
Caucasian	60	69
African	16	7
Hispanic	18	14
Asian	6	7
Native American	.04	1
Other	0	N/A
Total	100	98***

* Race/Ethnicity are defined by Senate Bill 1074 as being of a “particular descent, including Caucasian, African, Hispanic, Asian, or Native American”.

**Represents rounded figure

***Amount does not total 100% since Census data does provide value of “other” category.

Tier 1 (Traffic-Contacts and Households/07)



Tier 1 Data
(Six-Year Comparative Analysis)
(2002—2007)

(III) Six-Year Tier 1 Data Comparison

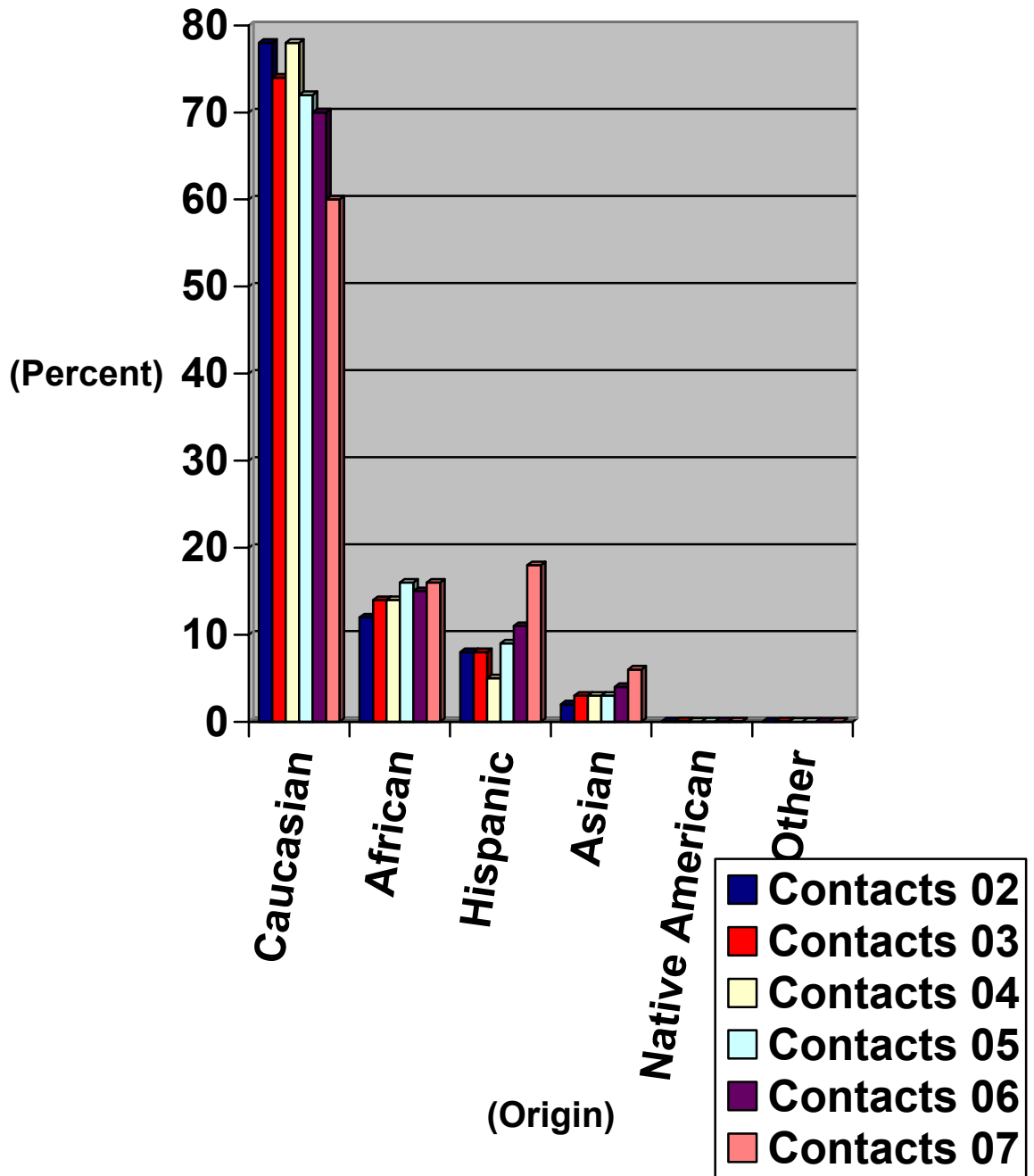
Comparison of Six-Year Traffic-Related Contact Information (1/1/02---12/31/07)

Race/Ethnicity*	Traffic-Related Contacts (in percentages)					
	(02)	(03)	(04)	(05)	(06)	(07)
Caucasian	78	74	78	72	70	60
African	12	14	14	16	15	16
Hispanic	8	8	5	9	11	18
Asian	2	3	3	3	4	6
Native American	.04	.09	.02	.03	.03	.04
Other	0	.05	0	0	0	0
Total	100	100**	100	100**	100**	100

* Race/Ethnicity is defined by Texas Senate Bill 1074 as being of a “particular descent, including Caucasian, African, Hispanic, Asian, or Native American”.

** Figure has been rounded.

Tier 1 Data (Traffic-Contacts 02-07)



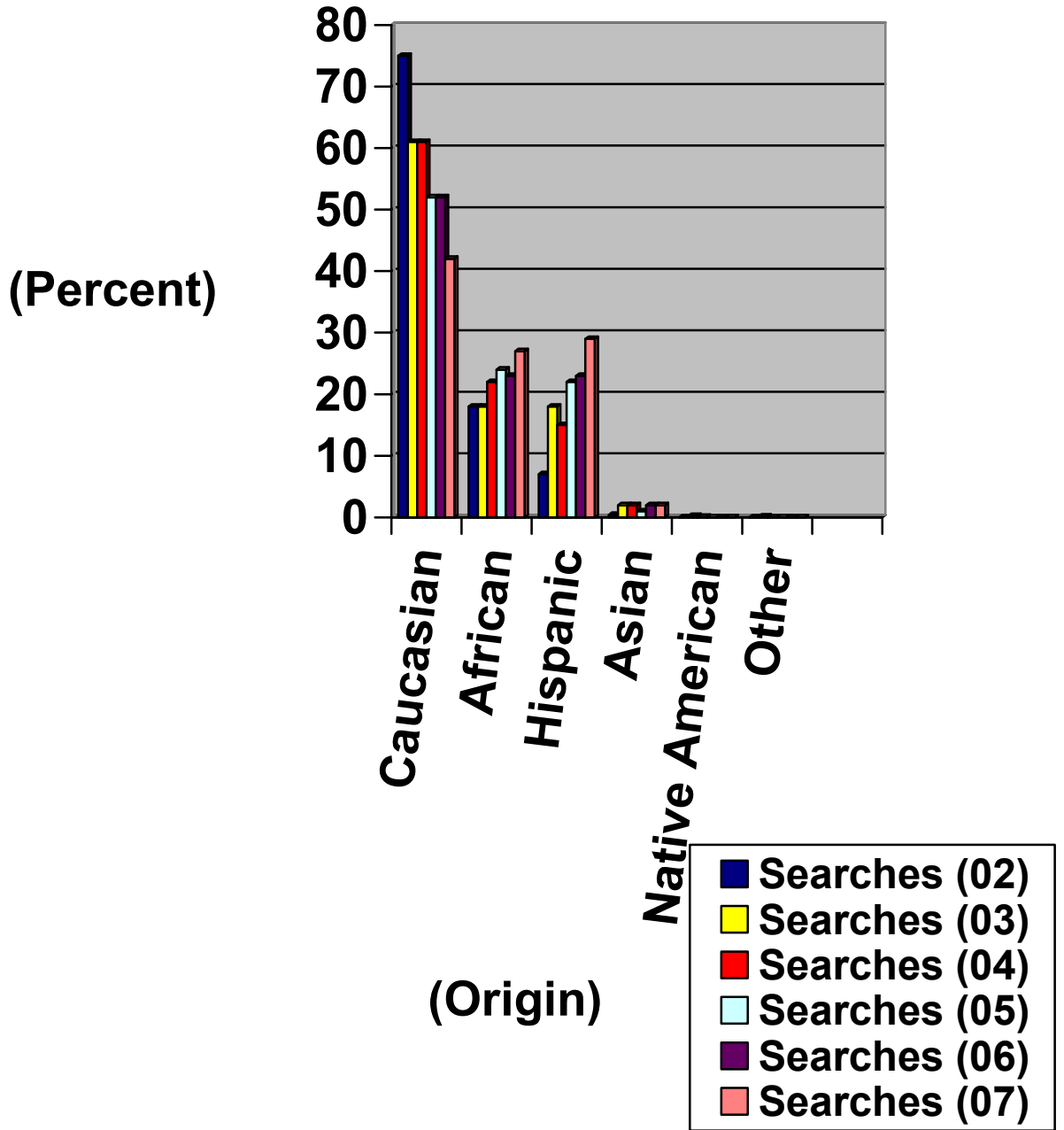
**Comparison of Six-Year Traffic-Related Search Information
(1/1/02---12/31/07)**

Race/Ethnicity*	Traffic-Related Searches (in percentages)					
	(02)	(03)	(04)	(05)	(06)	(07)
Caucasian	75	61	61	52	52	42
African	18	18	22	24	23	27
Hispanic	7	18	15	22	23	29
Asian	.42	2	2	1	2	2
Native American	0	.26	.09	0	0	0
Other	0	.17	0	0	0	0
Total	100	100	100**	100**	100	100

* Race/Ethnicity is defined by Texas Senate Bill 1074 as being of a “particular descent, including Caucasian, African, Hispanic, Asian, or Native American”.

** Figure has been rounded.

Tier 1 Data (Searches 02-07)



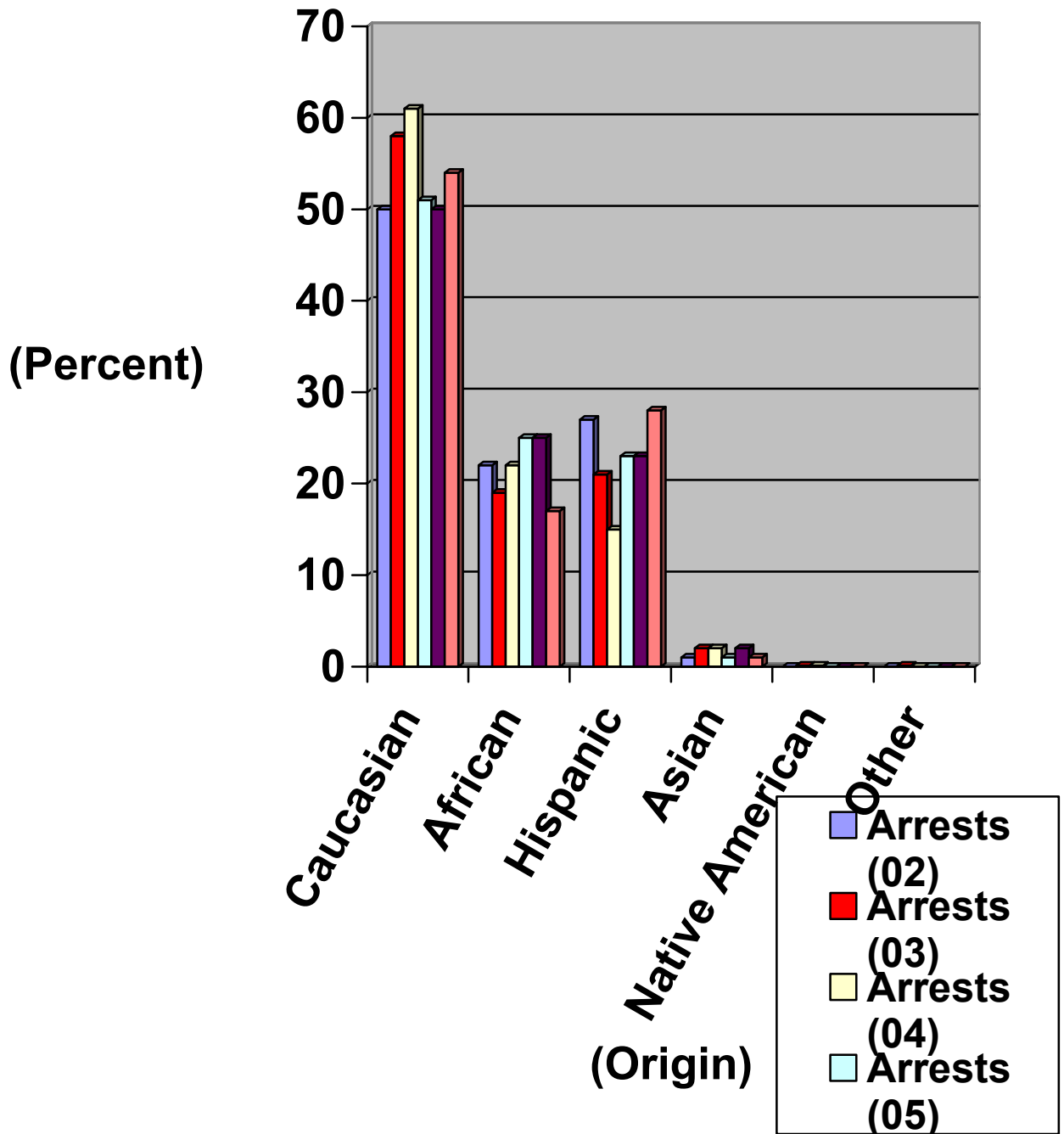
**Comparison of Six-Year Traffic-Related Arrest Information
(1/1/02---12/31/07)**

Race/Ethnicity*	Traffic-Related Arrests (in percentages)					
	(02)	(03)	(04)	(05)	(06)	(07)
Caucasian	50	58	61	51	50	54
African	22	19	22	25	25	17
Hispanic	27	21	15	23	23	28
Asian	1	2	2	1	2	1
Native American	0	.10	.1	0	0	0
Other	0	.10	0	0	0	0
Total	100	100**	100**	100	100	100

* Race/Ethnicity is defined by Texas Senate Bill 1074 as being of a “particular descent, including Caucasian, African, Hispanic, Asian, or Native American”.

** Figure has been rounded.

Tier 1 Data (Arrests 02-07)



Analysis and Interpretation of Data

Analysis

Almost 7 years ago, the Texas Legislature passed Senate Bill 1074 which later became the Texas Racial Profiling Law. The law, which became effective January 1, 2002, requires that all police departments in Texas collect traffic-related data and report this information to their local governing authority by March 1st of each year. The purpose in collecting and presenting this information is to determine if a police department generally and police officers specifically are engaging in the practice of profiling minority motorists.

The Texas Racial Profiling Law further requires for police departments to interpret traffic-related data. Although most researchers would probably agree with the fact that it is within the confines of good practice for police departments to be accountable to the citizenry while carrying a transparent image before the community, it is very difficult to determine if police departments are engaging in racial profiling, from a review or analysis of aggregate data. In other words, it is challenging for a reputable researcher to identify specific “individual” racist behavior from aggregate-level “institutional” data on traffic-related contacts.

The Addison Police Department, in an effort to comply with The Texas Racial Profiling Law (S.B. 1074), commissioned the analysis of its 2007 traffic contact data. Thus, three different types of data analyses were performed. The first of these involved a careful evaluation of the 2007 traffic stop data. This particular analysis measured, as required by the law, the number and percentage of Caucasians, African Americans, Hispanics, Asians, Native Americans, and individuals belonging to the “other” category, that came in contact with the police in the course of a traffic-related stop, and were either issued a citation or arrested. Further, the analysis included information relevant to the number and percentage of searches (table 1) while indicating the type of search performed (i.e., consensual or probable cause). Also, the data analysis included the number and percentage of individuals who, after they came in contact with the police for a traffic-related reason, were arrested.

The secondary analysis performed on the data provided, was based on a comparison of the 2007 traffic-contact data with a specific baseline. When reviewing this particular analysis, it should be noted that there is disagreement, in the literature, regarding the appropriate baseline to be used when analyzing traffic-related contact information. Of the baseline measures available, the Addison Police Department opted to adopt, as a baseline measure, the Fair Roads Standard. This particular baseline is based on data obtained through the U.S. Census Bureau (2000) relevant to the number of households that have access to vehicles while controlling for the race and ethnicity of the heads of households.

It is obvious that census data presents challenges to any effort made at establishing a fair and accurate racial profiling analysis. That is, census data contains information on all residents of a particular community, regardless of the fact they may or may not be among the driving population. Further, census data, when used as a baseline of comparison, presents the challenge that it captures information related to city residents only. Thus, excluding individuals who may have come in contact with the Addison Police Department in 2007 but live outside city limits. In some cases, the percentage of the population that comes in contact with the police but lives outside city limits represents a substantial volume of all traffic-related contacts made in a given year.

In previous years, several civil rights groups in Texas have expressed their desire and made recommendations to the effect that all police departments should rely, in their data analysis, on the Fair Roads Standard. This source contains census data specific to the number of “households” that have access to vehicles. Thus, proposing to compare “households” (which may have multiple residents and only a few vehicles) with “contacts” (an individual-based count). This, in essence, constitutes a comparison that may result in ecological fallacy. Despite this, the Addison Police Department made a decision that it would use this form of comparison (i.e., census data relevant to households with vehicles) in an attempt to demonstrate its “good will” and “transparency” before the community. Thus, the Fair Roads Standard data obtained and used in this study is specifically relevant to Addison.

The final analysis was conducted while using the 2002--2007 traffic contact data. Specifically, all traffic-related contacts made in 2007 were compared to similar figures reported in 2002, 2003, 2004, 2005 and 2006. Although some researchers may not support the notion that in six years, a “significant” and “permanent” trend can take effect, when considering this analysis, it was determined that comparing six years of traffic contact data may highlight possible areas of consistency with regards to traffic-related contacts. That is, the six-year comparison has the potential of revealing indicators that a possible trend of traffic-based contacts with regards to members of a specific minority group, may in fact, develop.

Tier 1 (2007) Traffic-Related Contact Analysis

When analyzing the Tier 1 data collected in 2007, it was evident that most traffic-related contacts were made with Caucasian drivers. This was followed by Hispanic and African American drivers. With respect to searches, most of them were performed on Caucasian drivers. This was also followed by Hispanics and African Americans. It is important to note that the arrest data revealed that Caucasian drivers were arrested the most in traffic-related contacts; this was followed by Hispanics and African Americans, in that order. In addition, no arrests were made, in traffic related incidents, of Native American drivers or those belonging to the “other” category.

Fair Roads Standard Analysis

The comparison of traffic contacts to the census data relevant to the number of “households” in Addison who indicated, in the 2000 census, that they had access to vehicles, produced interesting findings. That is, the percentage of individuals of Caucasian, Asian and Native American descent that came in contact with the police was lower than the percentage of Caucasian, Asian and Native American households in Addison that claimed, in the 2000 census, to have access to vehicles. With respect to African American and Hispanic drivers, a higher percentage of contacts were detected. That is, the percentage of African American and Hispanic drivers that came in contact with the police in 2007 was higher than the percentage of African American and Hispanic households in Addison with access to vehicles.

Six-Year Comparison

The six-year comparison (02-07) of traffic-contact data showed remarkable similarities. As illustrated in table 3, the percentage of drivers (from different racial/ethnic groups) that came in contact with the Addison Police in 2007 was similar to the percentage of drivers, from the same racial/ethnic groups that came in contact with the Addison Police Department in 2006, 2005, 2004, 2003 and 2002. However, a few differences were noted. When comparing 2007 to the previous years, there was an increase in percentage of contacts among African Americans, Hispanics and Asians while a decrease in percentage of contacts was detected among Caucasian drivers.

When analyzing the search-related data for all six years, it was obvious that commonalities existed. An increase in percentage was detected among African Americans and Hispanics while a percentage decrease was noted among Caucasians. When considering the arrests made, the data revealed that the percentage of arrests increased among Caucasians and Hispanics while a decrease in percentage was evident among African Americans and Asians.

Summary of Findings

The Fair Roads Standard comparison showed that the Addison Police Department came in contact (in traffic-related incidents) with a smaller percentage of Caucasian, Asian and Native American drivers than the percentage that resided in Addison and had access to vehicles. Further, the data suggested that the percentage of African American and Hispanic drivers that came in contact with the police in 2007 was higher than the percentage of African American and Hispanic Addison households with access to vehicles.

The analysis of the six-year traffic-related contact data suggested that the Addison Police Department has been, for the most part, consistent in the racial/ethnic composition of motorists it comes in contact with during a given year. The consistency of contacts for the past 6 years is in place despite the fact the city demographics may have changed, thus, increasing the number of subjects likely to come in contact with the police.

It is recommended that the Addison Police Department continue to collect and evaluate additional information on traffic-contact data (i.e., reason for probable cause searches, contraband detected) which may prove to be useful when determining the nature of the traffic-related contacts police officers are making with all individuals; particularly with African Americans and Hispanics. Although this additional data may not be required by state law, it is likely to provide insights regarding the nature and outcome of all traffic contacts made with the public. As part of this effort, the Addison Police Department is also encouraged to:

- 1) Perform an independent search analysis on the search data collected in 2007.
- 2) Commission data audits in order to assess data integrity; that is, to ensure that the data collected is consistent with the data being reported

The information and analysis provided in this report serves as evidence that the Addison Police Department has, once again, complied with the Texas Racial Profiling Law.

(III) Summary

Checklist

Checklist

The following requirements were met by the Addison Police Department in accordance with The Texas Racial Profiling Law:

- Clearly defined act or actions that constitute racial profiling
- Statement indicating prohibition of any peace officer employed by the Addison Police Department from engaging in racial profiling
- Implement a process by which an individual may file a complaint regarding racial profiling violations
- Provide public education related to the complaint process
- Implement disciplinary guidelines for officer found in violation of the Texas Racial Profiling Law
- Collect data (Tier 1) that includes information on
 - a) Race and ethnicity of individual detained
 - b) Whether a search was conducted
 - c) If there was a search, whether it was a consent search or a probable cause search
 - d) Whether a custody arrest took place
- Produce an annual report on police contacts (Tier 1) and present this to local governing body by March 1, 2008.
- Adopt a policy, if video/audio equipment is installed, on standards for reviewing video and audio documentation

Contact Information

Contact Information

For additional questions regarding the information presented in this report, please contact:

Del Carmen Consulting, LLC
3018 St. Amanda Drive
Mansfield, Texas 76063
817.681.7840
www.texasracialprofiling.com

Disclaimer: The author of this report, Alejandro del Carmen/del Carmen Consulting, LLC, is not liable for any omissions or errors committed in the acquisition, analysis, or creation of this report. Further, Dr. del Carmen/del Carmen Consulting is not responsible for the inappropriate use and distribution of information contained in this report. Further, no liability shall be incurred as a result of any harm that may be caused to individuals and/or organizations as a result of the information contained in this report.

Council Agenda Item: #R10

SUMMARY:

This item is to request the Council's approval of an agreement with Del Carmen Consulting, L.L.C. to conduct audits, perform a search study and make recommendations, provide ongoing assessment of racial profiling data relevant to the Texas Racial Profiling Law and prepare the 2008 report. A copy of the agreement and the schedule are attached. This agreement will provide ongoing services and ensure racial profiling data is provided in a professional manner, consistent with the commercially accepted best practices and standards.

FINANCIAL IMPACT:

Budgeted Amount: **\$7500.00**

Cost: **\$7500.00**

This amount is budgeted in the Police Department FY 07-08 Budget.

BACKGROUND:

Six years ago, the Texas legislature, in an attempt to address the issue of racial profiling in policing, passed the Texas Racial Profiling Law. The Addison Police Department, in accordance with the law, has collected and reported traffic-related contact data for the purpose of identifying possible racial profiling practices among police officers. The consultant chosen represents that he has the skills, qualifications, expertise, and experience to provide and perform the services, and has and continues to perform the same and similar services for other municipalities.

RECOMMENDATION:

Staff recommends that the Council authorize the City Manager to enter into an agreement with Del Carmen Consulting, LLC for the services to make recommendations and provide the 2008 Racial Profiling Report.

ITEM #R11

There are no Attachments for this Item.

Council Agenda Item: #R12

SUMMARY:

Staff recommends that the Council award a bid to American Landscape Systems, Inc. totaling \$105,641.60 for landscape renovation and tree replacement planting in various parts of town.

Two bids were received, which are summarized on the attached bid tabulation. There were 28 plan holders, of which 20 vendors were directly mailed plans. 101 vendors were notified and 5 contractor representatives attended the pre-bid meeting.

FINANCIAL IMPACT:

Budgeted Amount: **\$134,000.00**

Cost: **\$105,641.60**

Project Manager: Slade Strickland

This project is a budgeted item in the parks operations budget.

BACKGROUND:

This work will consist of renovation landscaping in four locations in town, which include Esplanade Park, various missing tree locations in the Addison Circle District, Addison Athletic Club, Fire Station II and Les Lacs Drive right-of-way at the base of the new screening wall constructed last summer.

The total projects costs breakdown as follows:

1. Esplanade Park - \$49,955.25 – The improvements consists of refurbishing all decomposed granite pathways, replanting empty planter beds with ground cover, replacement of missing trees lost to disease problems, raising grades along the sidewalks that have settled over the years and transplanting crape myrtles on one end of the park that are overcrowding the park and are being shaded out by the park perimeter shade trees.
2. Addison Circle District Missing Tree Replacements - \$21,875 – 25 trees will be planted in various locations in street tree wells where trees are missing.

3. Addison Athletic Club and Fire Station II - \$23,088.25 – Groundcover and shrubs will be planted in the front yard of the Athletic Club and Fire Station II buildings to fill in bare areas where grass was gradually lost to shade.
4. Les Lacs Drive Right-of-way – \$10, 723.10 - Ground cover will be planted at the base of the newly constructed screening wall, and trees will be planted to replace old Bradford Pears that need removing.

RECOMMENDATION:

Staff was expecting more bids based on the turnout of the pre-bid meeting; however, the two bids were comparatively close and both contractors have performed extensive work for the town on various projects. The town is presently under contract with American Landscape Systems for all landscape maintenance in the Addison Circle District, as well as, Addison Circle Park.

Staff recommends approval.

Attachments: Bid Tabulation

**MERITORIOUS EXCEPTION TO THE ADDISON SIGN ORDINANCE
STAFF REPORT
ME 2008-1**

Date: January 17, 2008

Location of Request: 17225 Dallas Pkwy

Business: Two Rows Restaurant & Brewery

Ordinance Requirement

Variance

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

Sign Height (feet)	Maximum Letter/Logo Height (inches)
0 - 36	16
37 - 48	36
49 - 100	48
101 - 150	60
151 and up	72

- a. Letter heights in excess of 72 inches must be approved by the city council.
- b. Not more than 50% of the letters in each individual sign height category may be 25% taller than the specified maximum letter/logo height.

The applicant is requesting:

A 64 sq ft attached building sign with letters 28" in height to be located on the south façade.

The ordinance allows 50% of the letters to be a maximum of 20 inches in height and the remaining 50% a maximum of 16 inches in height.

STAFF RECOMMENDATION: The attached building sign will be located approximately 150' from Dallas Pkwy. Therefore staff recommends approval of the sign as requested.

STAFF:

Lynn Chandler

Lynn Chandler, Building Official

Addison!

BUILDING INSPECTION DEPARTMENT 16801 Westgrove Dr Addison Texas 75001 972/450-2881 Fax: 972/450-2837

Application for Meritorious Exception to the Town of Addison
Sign Ordinance

Application Date: 1/15/08

Filing Fee: \$200.00

Applicant: Tommy Falcone

Address: 8908 Sovereign Row Suite#:

DALLAS TX 75247 Phone#: 972-438-7497
City State Zip

Fax#: 972-259-2135

Status of Applicant: Owner _____ Tenant _____ Agent

Location where exception is requested:

17225 DALLAS PKWY ADDISON TX

Reasons for Meritorious Exception:

To change the logo, we are removing 2 signs
southeast sign & west sign.

The adjacent streets are Trinity Mills to the
north & Saylor to the south

YOU MUST SUBMIT THE FOLLOWING:

12 COPIES OF THE PROPOSED SIGN SHOWING:

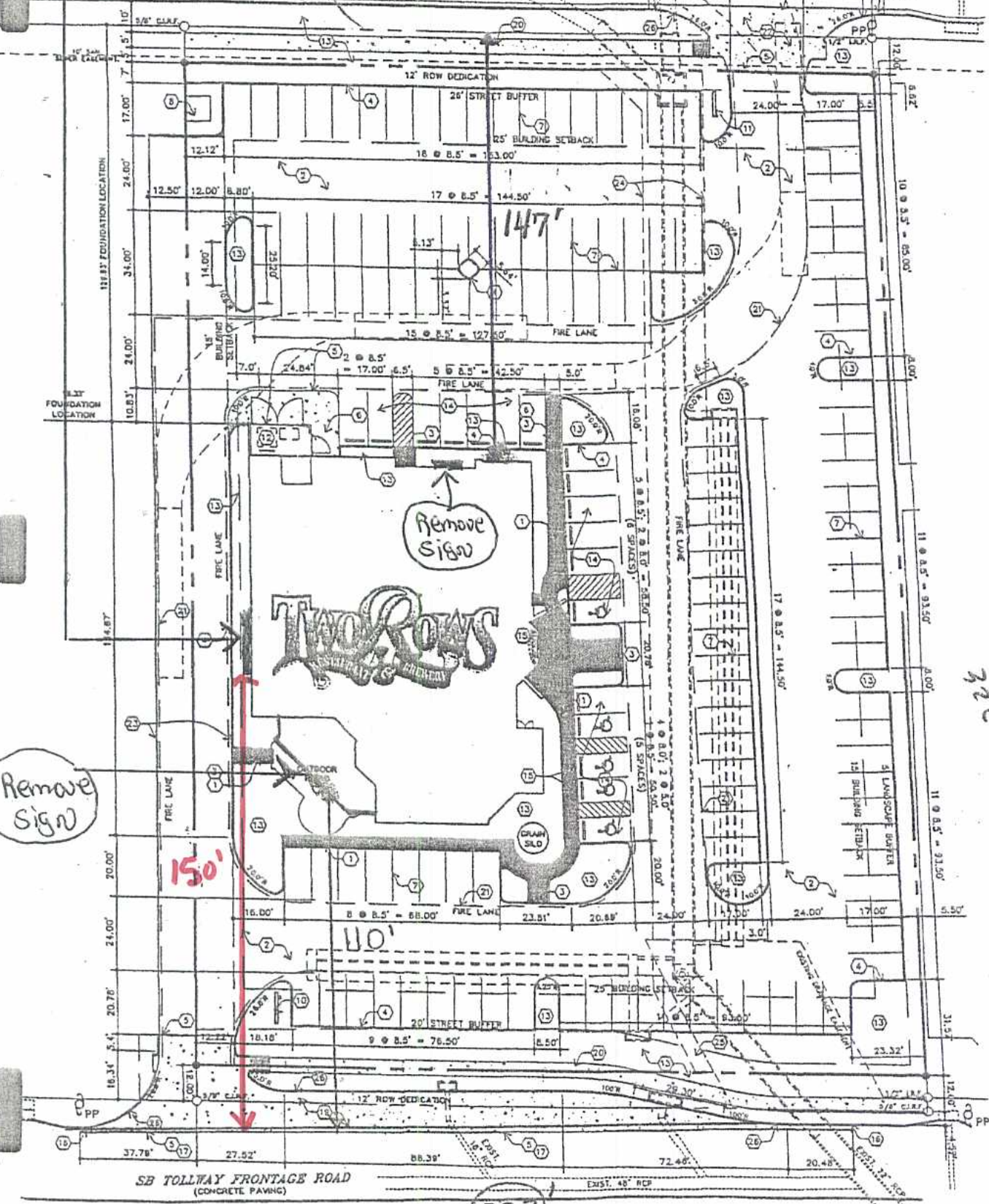
- | | |
|-----------------------------------|---|
| 1. Lot Lines | 5. Proposed Signs |
| 2. Names of Adjacent Streets | 6. Sketch of Sign with Scale and Dimensions Indicated |
| 3. Location of Existing Buildings | (8.5 x 11 PLEASE) |
| 4. Existing Signs | |

Date Fees Paid 1-15-08 Check # 1915 Receipt # 3614

REQUESTED SIGN

222'

ADDISON ROAD
(ASPHALT PAVING)



Remove Sign

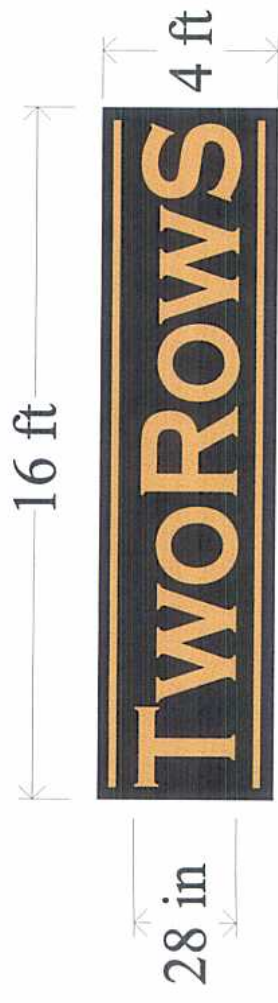
Remove Sign

222'

150'

222'

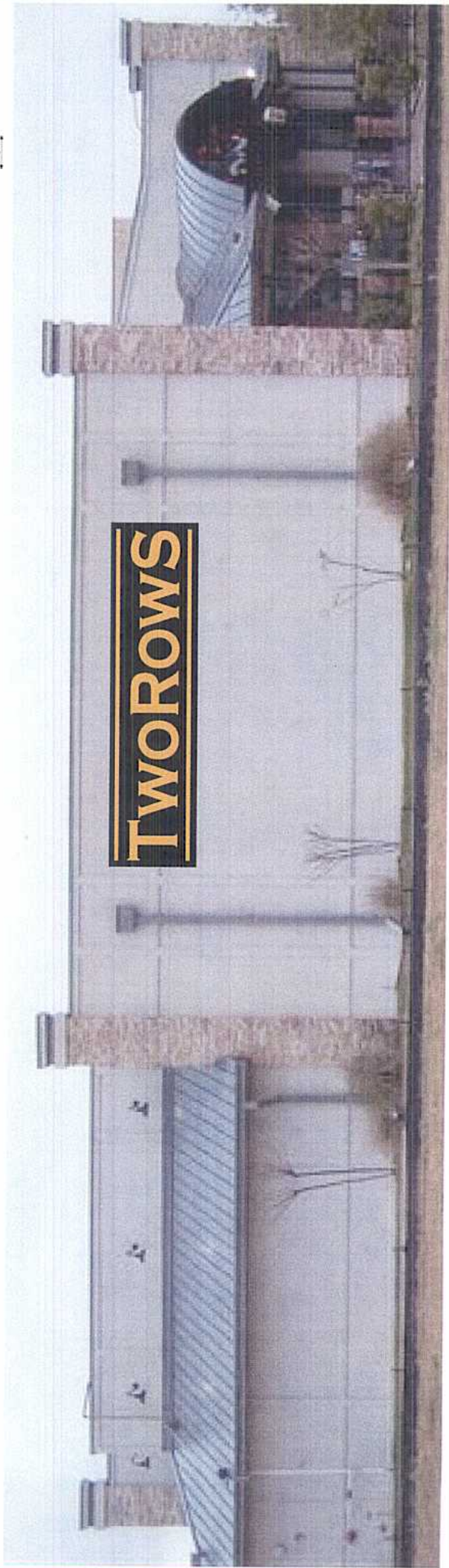
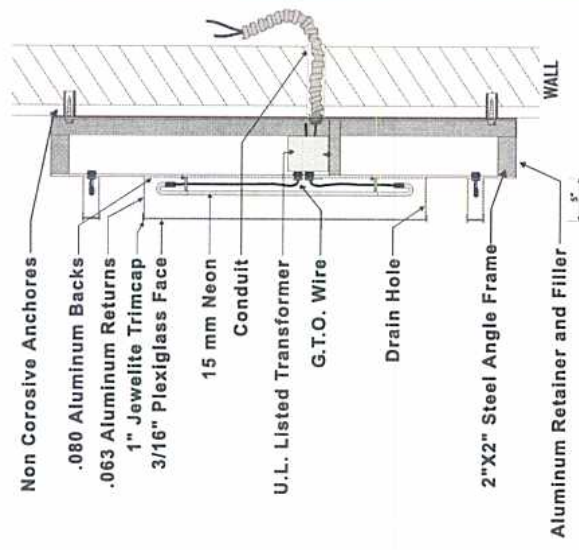
SOUTH ELEVATION



Manufacturer and Install 1 set of Channel Letters Mounted to a Cabinet

Cabinet Fabricated with 2"x2" Angle Iron with Black Aluminum Fillers
 Letters Backs Fabricated from .080 Aluminum Painted Mustard Yellow
 Letters Returns Fabricated from .063 Aluminum Painted Mustard Yellow
 Letters Faces Fabricated from 3/16" Clear Acrylic
 Letters Faces Attached to Letter with 1" Black Jewelite Trimcap
 Letters Illuminated by 15 mm Yellow Neon
 Neon Powered by 30 ma U.L. Listed Transformers

SIGN DETAIL

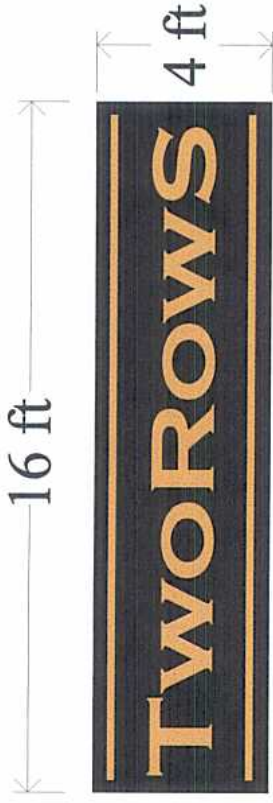


Note: ALL ELECTRICAL SIGNAGE TO HAVE A DEDICATED PRIMARY CIRCUIT PER SPECIFICATIONS OF SIGN VENDOR. ALL PRIMARY CIRCUIT TO BE PROVIDED BY OTHERS. Construct & Install Using Only U.L. Listed Components & In Accordance w/ National Electrical Sign Code. ④

The AlphaSIGN CENTRE Specialty Neon 8906 Sovereign Row Dallas, TX 75247 OFFICE 972.436.7497 FAX 972.259.2195	Customer	Two Rows	Description	Prototype Window Graphics	Salesman/ Gene	Customer	Date:
	Location	17225 Dallas Parkway		Scale n/a	Drawn By/ Jason	Landlord	Date:
City, State	Addison, TX.	Date	03/30/07	This drawing is property of AlphaSIGN CENTRE and all rights to its reproduction and display are reserved by AlphaSIGN CENTRE.			

SOUTH ELEVATION

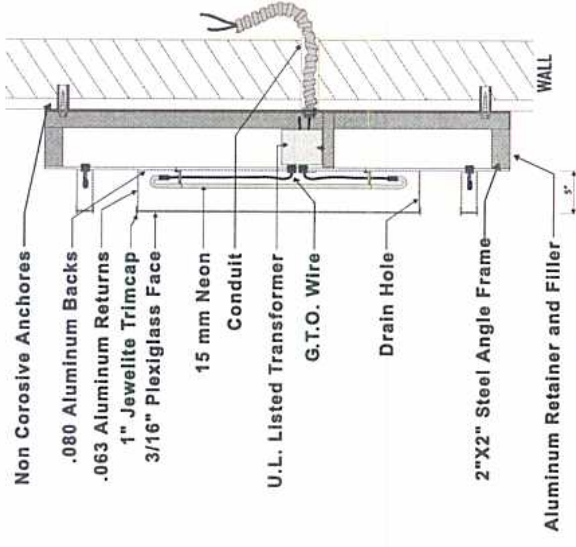
As per city code.



Manufacturer and Install 1 set of Channel Letters Mounted to a Cabinet

Cabinet Fabricated with 2"x2" Angle Iron with Black Aluminum Fillers
 Letters Backs Fabricated from .080 Aluminum Painted Mustard Yellow
 Letters Returns Fabricated from .063 Aluminum Painted Mustard Yellow
 Letters Faces Fabricated from 3/16" Clear Acrylic
 Letters Attached to Letter with 1" Black Jewelite Trimcap
 Letters Illuminated by 15 mm Yellow Neon
 Neon Powered by 30 ma U.L. Listed Transformers

SIGN DETAIL



Note: ALL ELECTRICAL SIGNAGE TO HAVE A DEDICATED PRIMARY CIRCUIT PER SPECIFICATIONS OF SIGN VENDOR. ALL PRIMARY CIRCUIT TO BE PROVIDED BY OTHERS. Construct & Install Using Only U.L. Listed Components & In Accordance w/ National Electrical Sign Code. ©

The AlphaSIGN CENTRE Custom Signage AlphaNEON Specialty Neon 8908 Sovereign Row Dallas, TX 75247 OFFICE 872.438.7487 FAX 872.259.2135	Customer	Two Rows	Description	Prototype Window Graphics	Salesman/ Gene	Customer Landlord	Date:
	Location	17225 Dallas Parkway		Scale	n/a	Drawn By/ Jason	Production
City, State	Addison, TX.	Date	03/30/07	This drawing is property of AlphaSIGN CENTRE and all rights to its reproduction and display are reserved by AlphaSIGN CENTRE.			

MERITORIOUS EXCEPTION TO THE ADDISON SIGN ORDINANCE

STAFF REPORT

ME 2008-2

Date: January 29, 2008

Business: Rockhouse Grille

Location of Request: 4060 Belt Line Road

Ordinance Requirement

Sec. 62-163. Area.

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

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

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

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

- a. Each sign is designated for a separate tenant.
- b. One sign must be located on or near the uppermost story of the building while the 2nd sign is to be located on the 1st or ground level floor.
- c. Signs may be no closer than 30 ft apart.
- d. The combined effective sq footage of both signs may not exceed twice the allowed effective sq footage as specified in subsections (1) and (2) of this section.

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

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

- a. Letter heights in excess of 72 inches must be approved by the city council.
- b. Not more than 50% of the letters in each individual sign height category may be 25% taller than the specified maximum letter/logo height.

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

STAFF RECOMMENDATION: The sign will be located approximately 148' from Belt Line Road. Therefore staff recommends approval of the signs as requested due to the set back.

STAFF:

Lynn O. Chandler
 Lynn Chandler, Building Official

Request

The applicant is requesting:
 A sign on the north façade with letters 32" and 20" in height with an area of 63 sq ft.

Variance

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

RockHouse Grille

Proposed Sign Exception Request

24 January 2008

RE: Sign Exception

Dear City of Addison:

RockHouse Grille is requesting an exception to the 20" Channel Letter rule.

Our existing sign, which we utilized at our previous location, has 32" capital letters, and 24" inch lower case letters. We have a significant investment in our sign and hope to preserve that investment.

Our building sits approximately 148' from Beltline as you can see from **Figure A**, an image from the Site Plan that you have on file for the original businesses at our address 4060 Beltline.

As you can see in the attached **Figure B**, the visibility of 20" letters is significantly depreciated due to the distance from the roadway. Additionally, the trees lining our parking lot further obscure the facing of the building.

In **Figure C**, we have simulated the 32" lettering of our existing sign that we wish to install. The visibility is much better, and at the same time, due to the distance from Beltline, the letters do not appear comparatively larger than, for example, buildings closer to the roadway such as WingHouse or Addison City Limits.

Figure D depicts a close-up view showing measurements of our proposed sign.

We respectfully request that we be able to use our existing sign as indicated, due to a) the great distance from the roadway, and b) the foliage lining the roadway, and c) our existing investment.

Thank you for your prompt consideration of our request.

Respectfully,

Zach Bair
President
RockHouse Grille
4060 Beltline Rd
Addison, TX 75001
www.rockhousegrille.com
972.239.7625

RockHouse Grille

Proposed Sign Exception Request

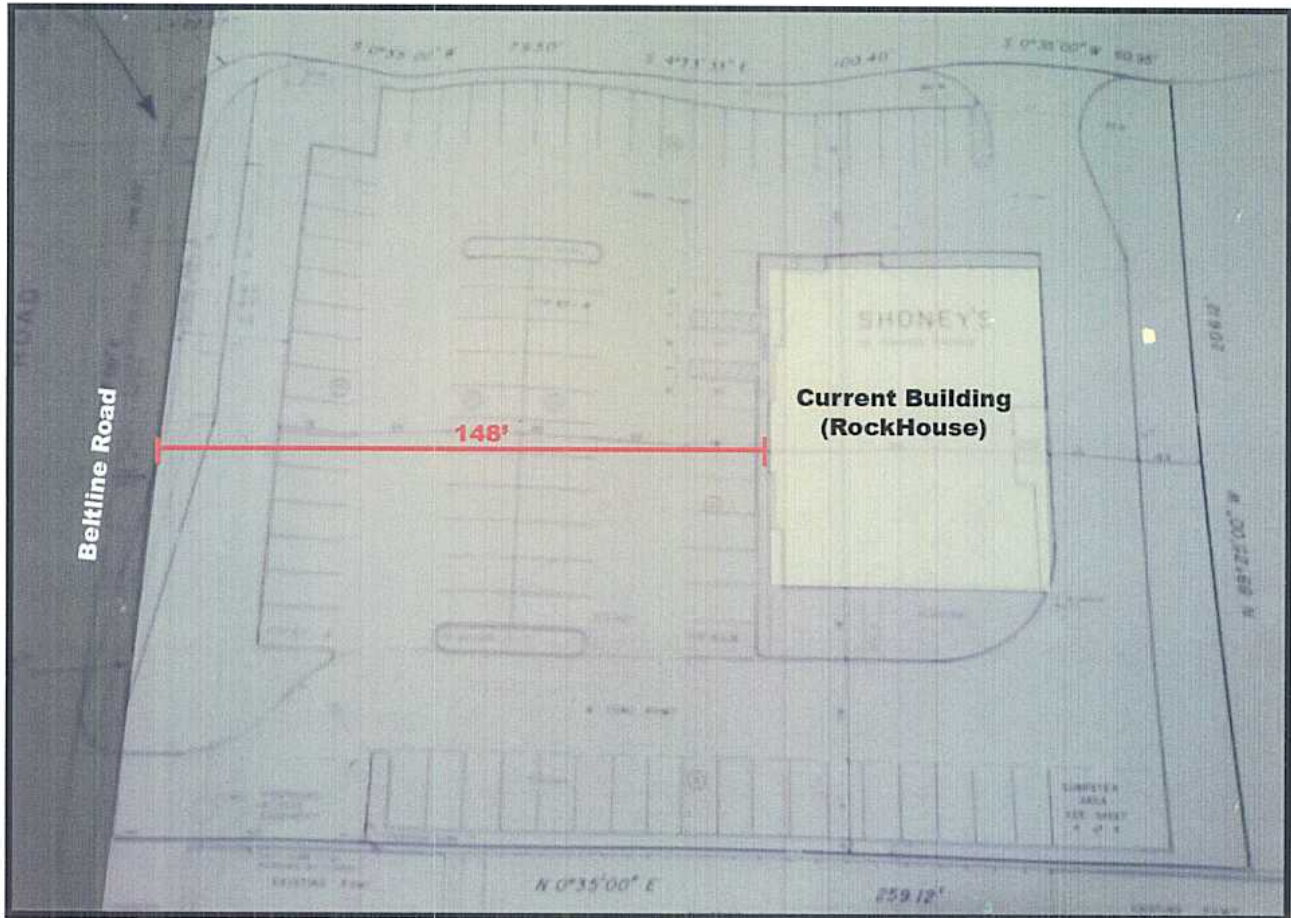


Figure A.

Image of Site Plan on file for Shoney's & Old Chicago (now RockHouse Grille)

According to the site plan on file with the Town of Addison, the front facing of the building is exactly 148' from the curb of Beltline Road. As such, the building sits much further back from the roadway than many other of the buildings in our area.

RockHouse Grille

Proposed Sign Exception Request



Figure B.

View of 4060 Beltline with 20" Channel Letters (capitals).

As you can see by the image, the recommended letter size combined with the 148' distance to Beltline Road results in a smaller relative sign face that is difficult to see from the roadway and is already partially obscured by the trees lining Beltline.

RockHouse Grille

Proposed Sign Exception Request



Figure C.

View of 4060 Beltline with 32" Channel Letters (capitals).

This is our existing sign from another location which we hope to preserve our investment in. As you can see, the sign is readable, but equal in relative visibility with signs displayed on buildings which are much closer to Beltline Road (e.g. WingHouse or Addison City Limits)

RockHouse Grille

Proposed Sign Exception Request



Figure D.

View of 4060 Beltline with 32\" Channel Letters (capitals) - Close Up with Measurements.

A close-up view showing sign placement.

Council Agenda Item: #R15

SUMMARY:

Staff requests the Council to authorize the City Manager to enter into a joint election agreement in an approximate amount of \$6,000.00 with Dallas County to conduct Addison's Municipal Election on May 10, 2008.

On February 12, 2008, the Council is considering the approval of an ordinance calling for the 2008 Municipal Election. Staff is recommending that the Town contract with Dallas County Elections to hold the election. We have met with the staff at Dallas County, and they have offered the draft of the final contract, which is attached. Because it is a joint election, Dallas County cannot give us the final cost until all cities that are going to participate have committed. The election typically runs less than \$6,000.00; however, we will not know the exact amount until after the election is over and all costs are determined.

FINANCIAL IMPACT:

Budgeted Amount: \$6,000.00

BACKGROUND:

Staff would like to continue using the Dallas County Elections Division to conduct our election. Overall, we have been very pleased with the service Dallas County has provided to us for our last elections, and the countywide election system provides more opportunities for our residents to vote during early voting.

RECOMMENDATION:

Staff recommends approval or a Resolution authorizing the City Manager to enter into a joint election agreement in an approximate amount of \$6,000.00 with Dallas County to conduct Addison's Municipal Election on May 10, 2008.

RESOLUTION NO. R08-000

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A JOINT ELECTION AGREEMENT IN THE APPROXIMATE AMOUNT OF \$6,000.00 WITH DALLAS COUNTY TO CONDUCT ADDISON'S ELECTION ON MAY 10, 2008.

WHEREAS, the Council approved an Ordinance calling for a 2008 Municipal Election on the February 12, 2008 agenda; and,

WHEREAS, the staff is recommending the Town contract with Dallas County Elections to hold the election; and,

WHEREAS, because it is a Joint election, Dallas County cannot give the Town the final cost until all cities that are going to participate have committed; and,

WHEREAS, the election typically runs less than \$6,000.00, however, the exact amount until after the election is over and all costs are determined; and,

WHEREAS, the Town would like to continue using the Dallas County Elections Division to conduct the elections; and,

WHEREAS, overall the Town has been very pleased with the service Dallas County has provided to us for the last elections, and the countywide election system provides more opportunities for our residents to vote during early voting; now, therefore,

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

THAT, the City Council does hereby authorize the City Manager to enter into a joint election agreement in the approximate amount of \$6,000.00 with Dallas County to conduct Addison's Elections on May 10, 2008.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this 12th day of February, 2008.

Mayor

ATTEST:

City Secretary

JOINT ELECTION AGREEMENT
AND
ELECTION SERVICE CONTRACT
BETWEEN
DALLAS COUNTY
AND

TOWN OF ADDISON (TOA)
CITY OF BALCH SPRINGS (COBS)
CITY OF CARROLLTON COC
CITY OF CEDAR HILL (COCdH)
CITY OF COCKRELL HILL (COckH)
CITY OF COPPELL (COCp)
CITY OF DESOTO (CODE)
CITY OF DUNCANVILLE (CODu)
CITY OF FARMERS BRANCH (COFB)
CITY OF GARLAND (COG)
CITY OF GRAND PRAIRIE (COGP)
CITY OF HUTCHINS (COH)
CITY OF IRVING (COI)
CITY OF LANCASTER (COL)
CITY OF MESQUITE (COM)
CITY OF ROWLETT (CORw)
CITY OF SACHSE (COS)
CITY OF SEAGOVILLE (COSe)
TOWN OF SUNNYVALE (TOS)
CITY OF WILMER (COW)

DALLAS COUNTY COMMUNITY COLLEGE DISTRICT (DCCCD)
DALLAS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT #6 (DCWCID#6)
WILMER UTILITY DISTRICT (WUD)

CARROLLTON-FARMERS BRANCH INDEPENDENT SCHOOL DISTRICT (CFBISD)
CEDAR HILL INDEPENDENT SCHOOL DISTRICT (CHISD)
COPPELL INDEPENDENT SCHOOL DISTRICT (CPISD)
DALLAS INDEPENDENT SCHOOL DISTRICT (DISD)
DESOTO INDEPENDENT SCHOOL DISTRICT (DeISD)
DUNCANVILLE INDEPENDENT SCHOOL DISTRICT (DuISD)
GARLAND INDEPENDENT SCHOOL DISTRICT (GISD)
GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT (GPISD)
IRVING INDEPENDENT SCHOOL DISTRICT (IISD)
LANCASTER INDEPENDENT SCHOOL DISTRICT (LISD)
MESQUITE INDEPENDENT SCHOOL DISTRICT (MISD)
RICHARDSON INDEPENDENT SCHOOL DISTRICT (RISD)
SUNNYVALE INDEPENDENT SCHOOL DISTRICT (SuISD)

FOR THE CONDUCT OF A JOINT ELECTION
TO BE HELD SATURDAY, MAY 10, 2008

TO BE ADMINISTERED BY THE DALLAS COUNTY ELECTIONS DEPARTMENT (DCED)

1. JURISDICTION

- 1.1 Dallas County plans to hold a Local Option Election in the City of Hutchins in three (3) Dallas County voting precincts, and in the City of Wilmer in one (1) Dallas County voting precinct on May 10, 2008.
- 1.2 The Town of Addison (TOA) plans to hold a General Municipal Election on May 10, 2008 for 3 City Councilmembers at-large in 4 Dallas County voting precincts. The City of Balch Springs (COBS) plans to hold a Special Charter Amendment Election and a General Municipal Election on May 10, 2008 for City Councilmember Places 2,4,6 and a Mayoral position in 12 Dallas County voting precincts. The City of Carrollton (COC) plans to hold a General Municipal Election for City Councilmember Places 2, 4, 6 and Mayoral position on May 10, 2008 in 12 Dallas County voting precincts and 20 Denton County voting

(COckH) plans to hold a General Municipal Election on May 10, 2008 for Alderman Places 1, 2 and Mayoral position in 1 Dallas County voting precinct. The City of Coppell plans to hold a General Municipal Election on May 10, 2008 fir City Councilmember Places 1,3,5, and 7 in 11 Dallas County voting precincts and 1 Denton County voting precinct. The City of DeSoto (CODe) plans to hold a General Municipal Election on May 10, 2008 for City Councilmember Places 2, and 4 and a Mayoral position in 21 Dallas County voting precincts. The City of Duncanville (CODu) plans to hold a General Municipal Election on May 10, 2008 for City Councilmember Districts 2, 4 and Mayoral position in 14 Dallas County voting precincts. The City of Farmers Branch (COFB) plans to hold a General Municipal Election on May 10, 2008 for City Councilmember Place 2 and Mayoral position in 13 Dallas County voting precincts. The City of Garland plans to hold a General Municipal Election for City Councilmember Districts 1,2,4, and 5 in 12 Dallas County voting precincts and 2 Collin County precincts. The City of Grand Prairie (COGP) plans to hold a General Municipal Election on May 10, 2008 for City Councilmember Districts 1, 3, and City Councilmember District 7 at large in 29 Dallas County voting precincts and 1 Ellis County voting precinct. The City of Hutchins (COH) plans to hold a General Municipal Election on May 10, 2008 for two (2) City councilmembers and Mayoral position in 3 Dallas County voting precincts. The City of Irving (COI) plans to hold a General Municipal Election on May 10, 2008 for City Councilmember Places 3, 5 and Mayoral position in 53 Dallas County voting precincts. The City of Lancaster (COL) plans to hold a General Municipal Election on May 10, 2008 for City Councilmember Districts 2, 4, 6 and Mayoral position in 11 Dallas County voting precincts. The City of Mesquite (COM) plans to hold a General Municipal Election on May 10, 2008 for City Councilmember Places 2, 3, 4 and Mayoral position in 36 Dallas County voting precincts and 2 Kaufman County voting precincts. The City of Rowlett (CORw) plans to hold a General Municipal Election on May 10, 2008 for City Councilmember Places 1,3,and 5 in 10 Dallas County voting precincts and 2 Rockwall County voting precincts. The City of Sachse (COS) plans to hold a General Election on May 10, 2008 for City Councilmember Places 3 and 4 in 5 Dallas County voting precincts and 2 Collin County voting precincts. The City of Seagoville (COSe) plans to hold a General Municipal Election on May 10, 2008 for City Councilmember Places 1, 3, and 5 in 3 Dallas County voting precincts and 2 Kaufman County voting precinct. The Town of Sunnyvale (TOS) plans to hold a General Election on May 10, 2008 for three (3) Councilmembers at-large in 1 Dallas County voting precinct. The City of Wilmer (COW) plans to hold a General Municipal Election on May 10, 2008 for three (3) City Councilmembers at-large and a Mayoral Position, in 1 Dallas County voting precinct.

- 1.2 The Dallas County Community College District (DCCCD) plans to hold on May 10, 2008 a Board of Trustee's Election for Districts 5 and 6, in 185 Dallas County voting precincts located wholly or partially within the District and Dallas County. The Dallas County Water Control and Improvement District #6 (DCWCID#6) plans to hold a Board of Directors election for three (3) Director positions on May 10, 2008 in 12 Dallas County voting precincts. The Wilmer Utility District (WUD) plans to hold a Board of Directors election for one (1) Directors position on May 10, 2008 in 1 Dallas County voting precinct.
- 1.3 The Carrollton Farmers Branch Independent School District (CFBISD) plans to hold a Board of Education Trustee Election on May 10, 2008 for Places 1 and 2 in 38 Dallas County voting precincts and 16 Denton County voting precincts located wholly or partially within the District. The Cedar Hill Independent School District (CHISD) plans to hold a Board of Education Trustee Election on May 10, 2008 for Places 3, 4 and 5 in 19 Dallas County voting precincts located wholly or partially within the District. The Coppell Independent School District (CpISD) plans to hold a Board of Education Trustee Election on May 10, 2008 for Places 4 and 5 in 21 Dallas County voting precincts located wholly or partially within the District. The Dallas Independent School District (DISD) plans to hold a Board of Education Trustee Election on May 10, 2008 for Districts 2, 6, and 8 in 128 Dallas County voting precincts located wholly or partially within the District. The DeSoto Independent School District (DeISD) plans to hold a Board of Education Trustee Election on May 10, 2008 for Places 3, 4 and 5 in 23 Dallas County voting precincts located wholly or partially within the District. The Duncanville Independent School District (DuISD) plans to hold a Board of Education Trustee Election on May 10, 2008 for Places 4 and 5 in 32 Dallas County voting precincts located wholly or partially within the District. The Garland Independent School District (GISD) plans to hold a Board of Education Trustee Election on May 10, 2008 for Places 4 and 5 in 67 Dallas County voting precincts located wholly or partially within the District. The Grand Prairie Independent School District (GPISD) plans to hold a Board of Education Trustee Election for Places 3 and 4 on May 10, 2008 in 41 Dallas County voting precincts located wholly within the District. The Irving Independent School District (IISD) plans to hold a Board of Education Trustee Election on May 10, 2008 for Places 1 and 2 in 47 Dallas County voting precincts located wholly or partially within the District. The Lancaster Independent School District (LISD) plans to hold a Board of Education Trustee Election on May 10, 2008 for Districts 4, 5 and 7 in 11 Dallas County voting precincts located wholly or partially within the District. The Mesquite Independent School District (MISD) plans to hold a

Special Bond Election and a Board of Trustee Election on May 10, 2008 for Places 3, 4 and 5 in 47 Dallas County voting precincts located wholly or partially within the District. The Richardson Independent School District (RISD) plans to hold a Board of Education Trustee Election on May 10, 2008 for Places 6 and 7 in 75 Dallas County voting precincts located wholly or partially within the District. The Sunnyvale Independent School District (SuISD) plans to hold a Board of Education Trustee Election on May 10, 2008 for Places 1 and 2 in 1 Dallas County voting precinct located wholly or partially within the District.

- 1.5 A list of each election precinct or partial election precinct (each precinct unit) involved in the Joint Election, together with the name of the participating authority holding an election in that precinct unit, and the number of registered voters in that precinct unit, is shown in Attachment "E". DCED will forward an updated version of Attachment "E" to each participating authority showing registered voters as of the deadline for registering to vote in the election.

2. ADMINISTRATION

DCED agrees to coordinate, supervise and handle all aspects of administering the Joint Election in accordance with the provisions of the Texas Election Code and as outlined in this agreement. Each participating authority agrees to pay DCED for equipment, supplies, services and administrative costs as outlined in this agreement. DCED will serve as administrator for the election; however, each participating authority remains responsible for the lawful conduct of their respective election.

3. LEGAL DOCUMENTS

- 3.1 Each participating authority will be responsible for preparation, adoption and publication of all required election orders, resolutions, notices and any other pertinent documents required by their respective governing bodies.
- 3.2 DCED will be responsible for making the submission required by the Federal Voting Rights Act of 1965, as amended, with regard to administration of the Joint Election. A copy of the submission will be furnished to each participating authority. Any other changes which require preclearance by the U.S. Department of Justice will be the responsibility of each participating authority. Preparation of necessary bilingual materials for notices and preparation of the text for the official ballot will also be the responsibility of each participating authority. Each participating authority will provide a copy of their respective election notices and justice submission to DCED.

4. DIRECT RECORD VOTING SYSTEM/OPTICAL SCAN

- 4.1 Each participating authority agrees that voting at the Joint Election will be by use of a direct record and optical scan voting system approved by the Secretary of State in accordance with the Texas Election Code. DCED will be responsible for the preparation of programs and the testing of the direct record system and optical scan system used for tabulating the ballots. Testing of the direct record equipment will be conducted at the Elections Department, 2377 N. Stemmons Frwy, Suite 820, Dallas beginning Thursday, April 24, 2008 at 10:00 am and testing of the optical scan equipment will be conducted at the Election Equipment Warehouse, 1506 East Langdon Road, Hutchins beginning Monday, April 14, 2008 at 10:00 am, and before ballots are tabulated at the scheduled polling locations listed in Section 13 of this contract and Attachment "B" by the presiding judges. DCED agrees to establish ten (10) regional sites and a central counting station to receive and tabulate the voted ballots and provisional ballots as outlined in Section 9 of this agreement.
- 4.2 DCED agrees to provide direct record tabulators, precinct tabulators and voting booths for the Joint Election. The Gemini voting booth allocation will be based on providing one (1) Gemini for each 300 registered voters in each election precinct unit, not to exceed six (6) Gemini voting booths in any given precinct unit, one (1) ADA Terminal per location, one (1) precinct tabulator in any given precinct unit, and not to exceed at any given time eight (8) iVotronics and two(2)Master PEB's per early voting location.
- 4.3 It is estimated that _____ geminis, ___ precinct tabulators, ___ iVotronics, ___ ADA Terminals, and ___ Master PEB's will be needed to conduct the May 10, 2008 Joint Election. The cost of the direct record voting system for the election will be determined by multiplying the total number of iVotronics by \$250.00 each, ADA Terminals by \$300.00 each, and Master PEB's at no cost each. The cost for the use of the gemini voting booths will be \$35.00 each. The cost for the use of the precinct tabulators will be \$175.00 each (See Attachment "A"). It is agreed by all entities that ADA voting terminals will be used during the Joint Election in accordance with the Help America Vote Act (HAVA), and that the said terminals will be part of the Joint Election Agreement.

5. VOTING LOCATIONS

- 5.1 DCED will select and arrange for the use of and payment for all voting locations, subject to the approval of each participating authority. Voting locations will be, whenever possible, the usual voting locations for the precincts. Voting precincts may be combined by mutual agreement between the participating authorities. The proposed voting locations are listed in Attachment "B" of this agreement. In the event a voting location is not available, DCED will arrange for use of an alternate location with the approval of each participating authority affected by the change. DCED will be responsible for submitting any polling location changes to the Department of Justice for pre-clearance. DCED will notify each participating authority of any changes from the locations listed in Attachment "B".
- 5.2 DCED will send each participating authority a final version of Attachment "B" which reflects the actual locations to be used on the day of the election.

6. ELECTION JUDGES, CLERKS AND OTHER ELECTION PERSONNEL

- 6.1 DCED will be responsible for the appointment of the presiding judge and alternate for each polling location subject to the approval of each participating authority. DCED shall arrange for the training and compensation of all presiding judges and clerks. The proposed election judges are listed in Attachment "C" of this agreement. If a person is unable or unwilling to serve, DCED will name a judge for the precinct and notify each participating authority affected by the change.
- 6.2 In compliance with the Federal Voting Rights Act of 1965, as amended, precincts containing more than 5% Hispanic population, according to the 2000 census statistics, are required to have interpreter assistance. If a presiding judge is not bilingual and is unable to hire a bilingual clerk, DCED may make a recommendation. If DCED is unable to make a recommendation, the participating authorities shall be notified and responsible for providing a recommendation for the precinct.
- 6.3 DCED is responsible for notifying all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve. The presiding judge, with assistance from DCED, will be responsible for insuring the eligibility of each appointed clerk hired to assist the judge in the conduct of the election.

- 6.4 If a participating authority recommends a person not listed in Attachment "C", and that recommendation conflicts with the recommendation from any of the other entities involved in the election in that precinct, DCED will conduct a drawing from the recommendations to determine the election judge. Once a person has been notified of his/her selection as election judge, no changes may be made by any of the participating authorities.
- 6.5 DCED will send joint participants an updated version of Attachment "C" which reflects the names of judges who were sent the letter requesting service for this election. A final version for Attachment "C" which reflects the name of the judges who actually presided on the day of the election will be sent to each participating authority.
- 6.6 DCED will hold two (2) public schools of instruction on the use of optical scan card voting equipment, ADA terminals and election laws on Saturday, May 3, 2008 from 10am - 12pm, and Thursday, May 8, 2008, from 7pm -9pm in the Central Jury Room, Frank Crowley Courthouse, 133 N. Industrial Blvd, Dallas, Texas 75207. No election judge will be appointed unless he/she has attended an election judge training session taught by DCED in the past eighteen (18) months and on the optical scan and direct record systems. However, participating entities have requested that judges appointed for the Joint Election should attend one of the two scheduled training sessions. Election judges and clerks attending a training class on Election Law Procedures will receive a one-time stipend of \$ 10.00 for the completion of the course.
- 6.7 The election judges are responsible for picking up election supplies at the time and place determined by DCED (which will be set forth in the election judge letter requesting service for this election). Each election judge will receive \$9.00 per hour and each clerk will receive \$8.00 per hour (for a maximum of 14 hours). The election judge will receive an additional \$25.00 for picking up the election supplies prior to election day and for delivering election returns and supplies to their designated regional drop off site.
- 6.8 DCED will employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies and equipment assistance during the period of early voting and on election day, and for the efficient tabulation of ballots at the central counting station and regional sites. Part-time personnel will be paid an amount agreed to by the participating authorities as outlined in Attachment "A". Part-time personnel working in support of the central counting station and regional sites on election night will receive pay for at least four hours, minimum call for service, regardless of the actual hours worked. (Attachment E)

7. SUPPLIES AND PRINTING

- 7.1 DCED will arrange for all election supplies and election printing, including, but not limited to, all forms, signs and other materials used by the election judges at the voting locations.
- 7.2 DCED will provide maps, if necessary, instructions and other information needed to enable the election judges to conduct a proper election.
- 7.3 Each participating authority shall furnish to DCED a list of candidates and/or propositions showing the order and the exact manner in which their candidate names and/or proposition(s) in both English and Spanish as they are to appear on the official ballot. The list will be delivered to DCED as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating authority will be responsible for proofreading and approving the ballot in so far as it pertains to that authority's candidates and/or propositions.

8. OPTICAL SCAN CARD BALLOTS

- 8.1 The ballot allocation for this election is based on providing enough ballots in every reporting precinct to handle the same turnout as in comparable elections plus twenty-five percent (25%) of that number, for an original allocation of no less than 25% of the registered voters.
- 8.2 Ballot allocation for Local Option Election will be allocation in accordance to Chapter 501.104 of the Texas Election Code.
- 8.3 Additional ballots will be printed on demand to respond to any precinct requesting additional ballots.

9. RETURNS OF ELECTIONS

- 9.1 DCED will be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

9.2 The participating authorities hereby, in accordance with Section 127.002, 127.003 and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Manager - Bruce R. Sherbet
Dallas County
Elections Administrator

Tabulating Supervisor - Mary Kay West
Dallas County Elections Dept.

Presiding Judge - David Hay
Joint Election Rep.

9.3 The manager or his representative will deliver timely cumulative reports of the election results as precincts are tabulated. The manager will be responsible for releasing cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies or electronic transmittals (where accessible). DCED will operate an election result center to release election results in the Health and Human Services Building, 2377 N. Stemmons Frwy, Suite 820, Dallas, Texas. Any participating authority, upon request, may require release of returns be given only at a specified location other than from the result center. Any participating entity that would like the DCED web-site linked to their web-site, must provide their web-site address to the Central Counting Station Manager.

9.4 DCED will prepare the unofficial canvass report after all precincts have been counted, and will deliver a copy of the unofficial canvass to each participating authority as soon as possible after all returns, provisional ballots, and late overseas ballots have been tabulated, but in no event no later than 10:00am Monday, May 19, 2008. All participating authorities will be responsible for the official canvass of their respective elections.

9.5 DCED will be responsible for conducting the post election manual recount, unless a waiver is given from the Secretary of State in accordance with Section 127.201 of the Texas Election Code. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office. Each political subdivision must notify the Elections Department if waiver has been granted or denied twenty (20) days before the election.

10. ELECTION EXPENSES

- 10.1 The participating authorities agree to share the costs of administering the May 10, 2008 Joint Election. A general supervisory fee not to exceed 10% of the total cost of the election shall be assessed as authorized by the Texas Election Code, Sec. 31.100. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on average cost per polling place (unit cost) as determined by adding together the overall expenses and dividing expenses equally among the total number of polling places. Any participants requesting a combination of polling places which exceeds the average cost (Unit Cost), shall be billed directly for any excess expenditures (supplies, equipment, personnel, etc.). The cost of any special request from a participant, which is not agreed upon by all authorities, shall be borne by that participant. Each participating authority agrees that no participant shall be billed less than minimum of one full unit cost. Each stand alone precinct shall be billed to the requesting entity at no less than twenty-five percent of the cost of a full unit \$ [REDACTED] only if being combined with an established polling place. A stand alone precinct is created when two or more entities are located within a precinct and the participating entities are unable to agree upon a common polling place. See Attachment "A".
- 10.2 The expenses for early voting by mail and personal appearance will be paid equally by each participating authority, unless otherwise amended.
- 10.3 Final election expenses will be determined within 120 business days after the election. DCED will provide each participating authority with a final accounting in writing of all funds deposited into the Joint Election account and an accounting of all payments from the Joint Election account.
- 10.4 If additional funds are needed, DCED will bill each participating authority in accordance with the expense formula enumerated herein. Any amount remaining will be refunded accordingly to each participating authority.

11. DEPOSIT OF FUNDS

11.1 Each participating authority agrees to deposit with the Dallas County Treasurer's Office, by no later than Friday, March 21, 2008, a sum equal to 50% of the total estimated cost of election expenses to be paid to Dallas County as administrator of the Joint Election, and the remaining 50% is due by April 11, 2008; however, any participating entity may pay the total sum on or before March 21, 2008. Entities being billed for a minimum full unit cost are required to deposit total sum due no later than Friday, March 23, 2008. Such funds will be placed in a joint election account to be used by the County for paying expenses as outlined in this agreement. No funds will be expended by Dallas County except for supplies and services outlined in this agreement, or except as may be agreed to, in writing, by each participating authority. No adjustments will be made to deposits for partial withdrawals after contract has been signed by all participating authorities.

11.2 The amounts to be deposited are as follows (calculated on the basis of a cost of \$ (per polling place):

	<u>March 23</u>	<u>April 13</u>
TOA	\$	
COBS	\$	\$
COC	\$	\$
COCdH	\$	
COcKH	\$	
COCp	\$	
CODe	\$	
CODu	\$	
COFB	\$	\$
COG	\$	\$
COGP	\$	\$
COH	\$	
COI	\$	\$
COL	\$	\$
COM	\$	\$
CORW	\$	\$
COS	\$	
COSe	\$	
TOS	\$	
COW	\$	
DCCCD	\$	\$
DCWCID	\$	
WUD	\$	
CFBISD	\$	\$
CHISD	\$	
CPISD	\$	
DISD	\$	\$

	<u>March 23</u>	<u>April 13</u>
DeISD	\$	\$
DUISD	\$	\$
GISD	\$	\$
GPISD	\$	\$
IISD	\$	\$
LISD	\$	\$
MISD	\$	\$
RISD	\$	\$
SuISD	\$	

Total deposit \$

Deposits should be delivered within the mandatory time frame to:

Joe Wells
Dallas County Treasurer
303 Records Building
509 Main Street
Dallas, Texas 75202

12. RECORDS OF THE ELECTION

12.1 Bruce Sherbet, Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

12.2 Access to the election records will be available to each participating authority as well as to the public in accordance with the Texas Public Information Act, Chapter 552, Government Code, at the Elections Department, 2377 N. Stemmons Frwy, Suite 820, Dallas, Texas, at any time during normal business hours. DCED shall ensure that the records are maintained in an orderly manner, so that records are clearly identifiable and retrievable per records storage container.

12.3 Under the law created by HB 1580, 79th Regular Session, 2005 which amended Section 66.058 (Texas Election Code), the DCED will retain election records for 60 days. After 60 days, DCED will make arrangements to deliver the Joint Election records to Dallas County Record Storage. The Joint Election records will then become the responsibility of Dallas County Record Storage for the remainder of the 22 month preservation period. Dallas County Record Storage will be responsible for the destruction of the Joint Election records after the preservation period.

13. EARLY VOTING

13.1 Bruce R. Sherbet, Elections Administrator, will be appointed as early voting clerk in compliance with Sections 271.006 of the Texas Election Code. Other deputy early voting judges/clerks will be appointed, subject to the approval of Joint Election participants, as needed to process early voting mail and to conduct early voting at the main location and branch locations. If a participating authority recommends a person not listed in Attachment "D", and that recommendation conflicts with the recommendation from any of the other entities involved in the election in that precinct, DCED will conduct a drawing from the recommendations to determine the deputy early voting judge/clerk. Once a person has been notified of his/her selection as deputy early voting judge/clerk, no changes may be made by any of the participating authorities. The recommended deputy early voting judges/clerks for the main and branch early voting locations are listed in Attachment "D".

13.2 Early voting by personal appearance will be conducted at the main and branch locations on weekdays beginning Monday, April 28, 2008, and continuing through Friday, May 2, 2008, between 8:00am and 5:00pm; Saturday, May 3, 2008 between 8:00 am and 5:00pm; Sunday, May 4, 2008, between 1:00pm and 6:00pm; Monday, May 5, 2008, and continuing through Tuesday, May 6, 2008 between 7:00am and 7:00pm.

Any qualified voter for the Joint Election may vote early by personal appearance at either the main early voting location or branch locations.

MAIN EARLY VOTING POLLING PLACE:

DALLAS COUNTY RECORDS BUILDING
509 Main Street
Dallas 75202

BRANCH EARLY VOTING POLLING PLACES:

ADDISON FIRE STATION
4798 AIRPORT PKWY
ADDISON, TEXAS 75240

BALCH SPRINGS CITY HALL
3117 HICKORY TREE RD
BALCH SPRINGS, TEXAS 75180

BARBARA BUSH MIDDLE SCHOOL
515 COWBOYS PKWY
IRVING, TEXAS 75063

CARROLLTON-FARMERS BRANCH ISD Admin. Bldg.
1445 N. PERRY
CARROLLTON, TEXAS 75006

CEDAR HILL ISD ADMIN. BUILDING
270 S. HWY 67
CEDAR HILL, TEXAS 75104

COCKRELL HILL CITY HALL
4125 W. CLARENDON
DALLAS, TEXAS 75211

COPPELL TOWN CENTER
255 W. PARKWAY BLVD.
COPPELL, TEXAS 75019

DALLAS COUNTY MUD #6
13503 ALEXANDER RD.
BALCH SPRINGS, TEXAS 75180

DALLAS ISD ADMIN BUILDING
3700 ROSS AVENUE
DALLAS, TEXAS 75202

DESOTO MIDDLE SCHOOL EAST
601 E. BELTLINE RD
DESOTO, TEXAS 75115

BRANCH EARLY VOTING POLLING PLACES cont.:

DUNCANVILLE LIBRARY
201 JAMES COLLINS
DUNCANVILLE, TEXAS 75116

FARMERS BRANCH CITY HALL
13000 WILLIAM DODSON
FARMERS BRANCH, TEXAS 75234

GISD STUDENT SERVICE CENTER
720 STADIUM DR
GARLAND, TEXAS 75040

GRAND PRAIRIE DEVELOPMENT CENTER
206 W CHURCH
GRAND PRAIRIE, TEXAS 75050

HUTCHINS CITY HALL
321 N. MAIN ST.
HUTCHINS, TEXAS 75141

IRVING CITY HALL
825 W. IRVING BLVD.
IRVING, TEXAS 75060

LANCASTER ISD ADMIN BLDG
422 S CENTRE
LANCASTER, TEXAS 75146

MARTIN WEISS RECREATION CENTER
1111 MARTINDELL AVE
DALLAS, TEXAS 75211

OUR REDEEMER LUTHERAN CHURCH
7611 PARK LN
DALLAS, TEXAS 75225

ROWLETT CITY HALL ANNEX
4004 MAIN
ROWLETT, TEXAS 75088

SAMUELL GRAND RECREATION CENTER
6200 E GRAND AVE
DALLAS, TEXAS 75212

SEAGOVILLE CITY HALL
702 N HWY 175
SEAGOVILLE, TEXAS 75159

WEST DALLAS MULTIPURPOSE CENTER
2828 FISHTRAP
DALLAS, TEXAS 75212

DUNFORD RECREATION CENTER
1015 GREEN CANYON
MESQUITE, TEXAS 75150

GARLAND CITY HALL
200 N. FIFTH ST.
GARLAND, TEXAS 75040

GARNER ELEMENTARY
145 POLO ROAD
GRAND PRAIRIE, TEXAS 75052

GRAWUWYLER PARK REC CENTER
7780 HARRY HINES BLVD.
DALLAS, TEXAS 75235

IRVING ARTS CENTER
3333 N. MACARTHUR BLVD.
IRVING, TEXAS 75061

JOSEY RANCH LIBRARY
1700 KELLER SRINGS
CARROLLTON, TEXAS 75006

LANCASTER REC CENTER
1700 VETERANS MEMORIAL PKWY
LANCASTER, TEXAS 75134

OAK CLIFF SUBCOURTHOUSE
410 S. BECKLEY AVE.
DALLAS, TEXAS 75203

RICHARDSON CIVIC CENTER
411 W ARAPAHO
RICHARDSON, TEXAS 75080

SACHSE CITY HALL
5560 HWY 78
SACHSE, TEXAS 75048

SANDY JACOBS GOVT. CENTER
1029 W. ROSEMEADE
CARROLLTON, TEXAS 75007

SUNNYVALE TOWN HALL
127 COLLINS RD.
SUNNYVALE, TEXAS 75182

WILMER COMMUNITY CENTER
101 DAVIDSON PLAZA
WILMER, TEXAS 75172

13.3 All requests for early voting ballots by mail that are received by participating authorities will be transported by runner on the day of receipt to the Dallas County Elections Department, 8th Floor, Health and Human Service Building, 2377 N. Stemmons Frwy, Dallas, Texas 75207 for processing. Persons voting by mail will send their voted ballots to the Dallas County Elections Department.

13.4 All early voting ballots will be prepared for counting by an Early Voting Ballot Board appointed in accordance with Section 87.001 of the Texas Election Code. Each participating authority will appoint one member to the board/committee and will notify DCED of the person's name, telephone number and address no later than March 30, 2008. The participating authorities agree to appoint Chorsia Davis as presiding judge and Bonnie Wells as alternate judge of the early voting ballot board.

13.5 A signature verification committee will be appointed in accordance with Section 87.027 of the Texas Election Code. A list of the members of the signature verification committee will be furnished to each participating authority.

14. ELECTION REPORTS

14.1 The participating authority will be responsible for ensuring the delivery of the reports and Early Voting Daily Vote Totals and Daily Early Voter Listing (Alphabetical by precinct) to each participating authority each day of Early Voting for the previous day's voting activity. On the day of the conclusion of Early Voting, a Daily Early Voter Listing by precinct report inclusive of all days of Early Voting is to be delivered to each participating authority. When possible, the Early Voters' reports will be delivered by electronic means via e-mail, facsimile, or website.

15. RUNOFF ELECTION

15.1 In the event a runoff is necessary, the agreement will automatically be extended to cover the runoff, unless a participating authority states in writing before Monday, May 12, 2008 that it does not wish to participate in a joint runoff. DCED will provide each participating authority in the Joint Runoff Election with an estimate of funds to be deposited in a special joint runoff election account. The funds must be deposited no later than five (5) days after the runoff estimate figures are received from DCED.

16. CONTRACT WITHDRAWAL

16.1 Any participating authority that certifies their election in accordance with Section 2.051, 2.052 and 2.053 of the Texas Election Code, may withdraw from the Joint Election contract. Any expenditure incurred prior to withdrawal shall be billed separately and that contracting authority shall be removed from the contract. An addendum to the contract shall be provided to the remaining participants no later than five (5) days after notification of all intents to withdraw have been received in writing by DCED.

17. NOTICE

17.1 Whenever this agreement requires any consent, approval notice, request or demand, it must be in writing to be effective and shall be delivered to the party intended to receive it as shown below:

If to DCED:

Bruce R. Sherbet
Dallas County Elections Administrator
Elections Department - Eighth Floor
Health and Human Service Building - 2377 N. Stemmons Frwy
Dallas, Texas 75207
(214) 819-6300

If to the Participants:

Mario Canizares, (TOA)
Town Secretary/Asst. City Mgr.
300 Beltline Road
Addison, Texas 75240
(972) 450-7017

Frankie Lee, (COCdH)
City Secretary
102 Cedar Street
Cedar Hill, Texas 75104
(972) 291-5100 ext. 1018

Wendell Shipman, (CODE)
City Secretary
11 E. Pleasant Run Rd, Ste A
Mesquite, Texas 75115
(972) 230-9646

Barbara Kayser, (COG)
City Secretary
100 N. Fifth St.
Garland, Texas 75040
(972) 205-2404

Janice Carroll, (COI)
City Secretary
25 W. Irving Blvd
Irving, Texas 75060
(972) 721-2605

Thelma Quinn, (CORw)
City Secretary
1000 Main Street
Rowlett, Texas 75088
(972) 412-6109

Kathryn Dewey, (TOS)
City Secretary
27 Collins Road
Sunnyvale, Texas 75182
(972) 226-7177

Cindy Gross, (COBS)
City Secretary
3117 Hickory Tree Rd.
Balch Springs, Texas 75180
(972) 557-6066

Bret Haney, (COCkH)
Chief Operating Officer
4125 W. Clarendon Dr.
Dallas, Texas 75211
(214) 330-6333

Dara Crabtree, (CODU)
City Secretary
203 E. Wheatland Road
Duncanville, Texas 75116
(972) 780-5004

Cathy DiMaggio (COGP)
City Secretary
317 W. College
Grand Prairie, Texas 75050
(972) 237-8039

Dolle Shane, (COL)
City Secretary
211 N. Henry St.
Lancaster, Texas 75146
(972) 218-1112

Terry Smith, (COS)
City Secretary
5560 Hwy 78
Sachse, Texas 75048
(972) 495-1212 ext. 23

Crystal Birdwell, (COW)
City Secretary
128 N. Dallas Ave
Wilmer, Texas 75172
(972) 441-6373

Ashley Mitchell, (COC)
City Secretary
1945 N. Jackson St.
Carrollton, Texas 750061
(972) 466-3021

Libby Ball, (COCp)
City Secretary
255 Parkway Blvd.
Coppell, Texas 75019
(972) 304-3670

Cindee Peters, (COFB)
City Secretary
13000 William Dodson Pkwy
Farmers Branch, Texas 75234
(972) 919-2503

Janis Daniels, (COH)
City Secretary
321 N. Main Street
Hutchins, Texas 75141
(972) 225-6121

Judy Womack, (COM)
City Secretary
1515 N. Galloway
Mesquite, Texas 75149
(972) 216-6401

Elaine Simpson, (COSe)
City Secretary
702 N. Hwy 175
Seagoville, Texas 75159
(972) 287-2050 ext. 123

David Hay, (DCCCD)
Legal Assistant/Elections Admin.
701 Elm St.
Dallas, Texas 75202
(214) 860-2373

Don Hamon, (DCWCID #6)
General Manager
13503 Alexander Rd.
Balch Springs, Texas 75180
(972) 286-1666

Mark Hyatt, (CFBISD)
Asst. Supt. of Support Svcs
1445 N. Perry Rd
Carrollton, Texas 75006
(972) 968-6109

Kim Lewis, (CHISD)
Associate Superintendent
270 S. HWY. 67
Cedar Hill, Texas 75104
(972) 291-1581 ext. 4023

Kay Ryon, (CpISD)
Secretary to Superintendent
200 S. Denton Tap Road
Coppell, Texas 75019
(214) 496-8002

Fay Matthews, (DISD)
Division Mgr-Board Svcs
3700 Ross Avenue, Box 1
Dallas, Texas 75204
(972) 925-3741

Ron Cagle, (DeISD)
Assistant Superintendent
For Community Engagements
200 E. Beltline Road
DeSoto, Texas 75115
972) 223-6666 ext.214

Jennifer Wilson, (DUISD)
Chief Financial Officer
802 S. Main
Duncanville, Texas 75137
(972) 708-2029 or 2011

Curtis Culwell, (GISD)
Assistant Superintendent
for Business Operations
501 S. Jupiter
Garland, Texas 75042
(972) 487-3101

Dave Crittenden (GPISD)
Buyer-Purchasing Dept
2602 S. Beltline Rd
Grand Prairie, Texas 75052
(972) 237-5592

Scott Layne, (IISD)
Assistant Superintendent
of Support Services
2621 West Airport Frwy
Irving, Texas 75062-6020
(972) 215-5400

Joyce Brein, (LISD)
Asst. to Superintendent
422 S. Centre Ave
Lancaster, Texas 75146
(972) 218-1400

Michael Coffey, (MISD)
Assistant Superintendent
Administrative Services
405 East Davis
Mesquite, Texas 75149
(972) 882-7313

Judy Whitenton, (RISD)
Exec Asst. to Asst. Supt
Of Finance
400 S. Greenville Ave.
Richardson, Texas 75080
(469) 593-0331

Doug Williams, (SuISD)
Supt. of Schools
417 E. Tripp Rd
Sunnyvale, Texas 75182
(972) 226-5974

17.2 MAY 10, 2008 JOINT CONTRACT ACCEPTANCE AND APPROVAL

RECOMMENDED FOR APPROVAL BY:

COUNTY DISTRICT ATTORNEY:

BRUCE R. SHERBET,
DALLAS COUNTY ELECTIONS ADMINISTRATOR

MOIRA SCHILKE,
STAFF ATTORNEY

ACCEPTED AND AGREED TO BY THE TOWN OF ADDISON:

APPROVED AS TO FORM:

ATTEST:

ON WHITEHEAD,
ITY MANAGER

MARIO CANIZARES,
TOWN SECRETARY/ASST. CITY MANAGER

Council Agenda Item: #R16

SUMMARY:

Staff requests the Council pass an ordinance calling an annual municipal election for May 10, 2008. This year Addison will be electing a Mayor and three Councilmembers. The proposed ordinance calling the election is attached.

FINANCIAL IMPACT:

Budgeted Amount: \$N/A
Cost: \$N/A

BACKGROUND:

Candidates for the office of Mayor and Councilmember may begin filing for a place on the ballot on February 11, 2008 and have until March 10, 2008 to file. The Town contracts with the Dallas County Elections Department to hold our election in conjunction with other elections in Dallas County.

RECOMMENDATION:

Staff recommends the Council approve the attached ordinance calling a Municipal Election for May 10, 2008.

ORDINANCE NO. 008-000

AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS CALLING A GENERAL ELECTION TO BE HELD ON MAY 10, 2008, FOR THE PURPOSE OF ELECTING THREE (3) COUNCIL MEMBERS FOR TWO (2) YEAR TERMS EACH; DESIGNATING FOUR (4) POLLING PLACES WITHIN THE CITY; ESTABLISHING OTHER PROCEDURES FOR THE CONDUCT OF THE ELECTION; ESTABLISHING A DATE FOR CANVASSING RETURNS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 41.001 of the Texas Election Code, as amended (the "Code"), specifies that the second Saturday in May shall be a uniform election date and that a general election of a city may be held on such day; and

WHEREAS, the City Council of the Town of Addison, Texas (the "City") has determined that the City shall conduct its general municipal election, in conjunction with Dallas County, on the second Saturday in May, 2008 and

WHEREAS, Section 8.04 of the City Charter provides that in each even-numbered year three (3) Council members shall be elected; and

WHEREAS, the City Council desires to and hereby calls a general election for the purpose of electing a Mayor and three (3) persons to the office of Council member for two (2) year terms each.

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

Section 1. Incorporation of Preamble. All of the above premises are true and correct and are incorporated into the body of this Ordinance as if copied herein in its entirety.

Section 2. Election Date; Purpose of Election; Officers and Terms of Office. That a general election shall be held in and throughout the City on Saturday, May 10, 2008, for the purpose of electing the following officers:

Three (3) Council members for two (2) year terms each.

Section 3. Eligibility for Candidacy. In accordance with the City's Charter, no person shall be eligible for the office of Council member unless that person is a qualified voter of the City, shall have resided in the City for at least one year prior to the election, and shall never have been convicted of a felony offense involving moral turpitude.

Section 4. Application for a Place on the Ballot. In accordance with Section 143.007 of the Texas Election Code (the "Code"), any eligible and qualified person may have that person's name printed upon the official ballot as a candidate for the offices hereinbefore set forth by filing the person's sworn application with the City Secretary not earlier than February 9, 2008 and not later than 5:00 p.m. on March 10, 2008. Each such

application shall be on a form as prescribed by Section 141.031 of the Code. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing of the City Secretary as provided by Section 52.094 of the Code. Notice of the time and place for such drawing shall be given in accordance with the Code.

Section 5. Runoff Election. If two or more candidates for a particular office tie for the number of votes required to be elected, there shall be a runoff election held on June 14, 2008. The runoff election shall be held in accordance with the Code.

Section 6. Election Precinct; Polling Place; Election Hours. The corporate limits of the City shall constitute four (4) election precincts for the election. The polling places for the general election shall be the Country Place Elementary School, 2115 Raintree, Carrollton, Texas 75006), Addison Fire Department building (4798 Airport Parkway, Addison, Texas 75001), and Addison Fire Station II (3950 Beltway Drive, Addison, Texas 75001), in accordance with and pursuant to the requirements of the Code, said polling place shall be open from 7:00 a.m. to 7:00 p.m. on the date of the election.

Section 7. Appointment of a Presiding Election Judge and Alternate Presiding Election Judge; Qualifications to Serve as Election Judge; Confirmation of Appointments; Notice of Appointments. The election shall be held as a joint election with Dallas County, and the County shall be responsible for appointing all election judges and clerks, and shall be responsible for their compensation.

Section 10. Method of Voting. The City Secretary is hereby authorized to contract with Dallas County for the conduct of the joint election, and Dallas County shall be responsible for an optical scanning voting system. Dallas County shall be responsible for the preparation of the official ballots for the election, and they shall conform to the requirements of the Code, and in so doing shall permit the voter to vote for three (3) Council members for two (2) year terms each. No elector shall vote for more than three (3) candidates for terms of two (2) years each.

Section 11. Governing Law; Qualified Voters. The election shall be held in accordance with the Constitution of the State of Texas and the Code, and all resident, qualified electors of the City shall be eligible to vote at the election. In addition, the election materials enumerated in the Code shall be printed in both English and Spanish for use at the polling place and for early voting for the election.

Section 12. Publication and Posting of Notice. Notice of the election shall be given by posting a notice of election in both English and Spanish at Town Hall, 5300 Belt Line Road, Addison, Texas on the bulletin board or other location used for posting notices of the meetings of the City Council not less than twenty-one (21) days prior to the date upon which the election is to be held, and by publication of said notice at least once in a newspaper published in the City or if none, then in a newspaper of general circulation within the City, the date of said publication to be not less than ten (10) days nor more than thirty (30) days prior to the date set for the election.

In addition thereto, a copy of the notice shall also be filed with the City Secretary at least twenty-one (21) days before the election. Upon publication of the election notice, the

City Secretary shall secure a publisher's affidavit, which complies with the requirements of the Election Code.

Section 13. Early Voting. Early voting by personal appearance shall be conducted in accordance with Section 271.006 of the Texas Election Code. Bruce R. Sherbet, Dallas County Elections Administrator, is hereby appointed the Deputy Early Voting Clerk. Early voting by personal appearance will be conducted beginning Monday, April 28, 2008, and continue through Tuesday, May 6, 2008. Any qualified voter for the Joint Election may also vote early by personal appearance at the main early voting location:

DALLAS COUNTY RECORDS BUILDING
Office of the Elections Department, Eighth Floor
2377 N. Stemmons Freeway, Dallas, TX 75207

Or at any of the following branch locations:

ATTACHMENT D
EARLY VOTING FOR THE MAY 10, 2008
JOINT ELECTION
APRIL 28, 2008 THROUGH MAY 6, 2008

ADDISON FIRE STATION #1	4798 AIRPORT PKWY	ADDISON	75240	972-450-7201
Jerome Hurster (J)	1212 Spruce	Richardson	75080	972-231-4374
Theresa Moczynski	900 Dumont	Richardson	75080	
Bilingual Clerk				
BALCH SPRINGS CITY HALL	3117 HICKORY TREE	BALCH SPGS	75180	972-557-8226
Stanley Schaeffer (J)	10117 Robin Hill	Dallas	75238	214-348-5214
Merwin Taylor	11319 Rupley	Dallas	75218	214-327-2135
Irene Rodriguez (B)	1945 Dowdy Ferry Rd	Dallas	75217	214-309-7387
BARBARA BUSH MIDDLE SCHOOL	515 COWBOYS PKWY	IRVING	75063	972-432-0390
Wynema Moellering (J)	728 Bellah	Irving	75062	972-255-0408
Jimmy McMichael	3124 Pin Oak	Fr Br	75234	972-488-8447
Nestor Velazco (B)	6445 Love Dr #1029	Irving	75039	972-831-0422
CARROLLTON-FR BR ISD ADMIN	1445 N PERRY	CARROLLTON	75006	972-466-6153
Valrie Farmer (J)	3208 Latham	Dallas	75229	214-350-3590
William Boyle	13559 Brook Green	Dallas	75240	972-239-2462
Wendy Hinojosa (B)	2705 Renwick Dr	Carrollton	75007	214-392-2184
CEDAR HILL ISD ADM	270 S HWY 67	CEDAR HILL	75104	972-293-1488
Lucie Weaver (J)	301 Cindy Way	DeSoto	75115	972-223-4350
Mary Field	2400 Bolton Boone#2218	DeSoto	75115	972-709-6156
Theresa Ryan (B) pt	311 Omaha	Duncanville	75116	972-298-9624
Sandy Sanchez (B) pt	2617 Arlington Ln	Lancaster	75134	972-227-2041
COCKRELL HILL CITY	4125 W CLARENDON	DALLAS	75211	214-622-3471
Vicki Redd (J)	12 Pecan Crossing #4031	DeSoto	75115	972-228-4230
Manuela Aguilar (B)	2544 Wilbur St	Dallas	75233	214-623-0672
COPPELL TOWN CENTER	255 W PARKWAY BLVD	COPPELL	75019	214-622-3472
Margaret Lopez (JB)	3820 Cheyenne	Irving	75038	972-570-8322
Elizabeth Nelson	204 Samuel #I 1	Coppell	75019	972-393-7414
Preston Tillery	133 Pecan Hollow	Coppell	75019	

DALLAS COUNTY MUD #6	13503 ALEXANDER RD BALCH SPGS	75180		
Eloise Edwards (J) Bilingual Clerk	107 Deepwood	Dallas	75217	214-398-0761
DALLAS ISD ADMIN BLDG	3700 ROSS AVE	DALLAS	75204	
Jacqueline Fain (J)	10030 Pebble Valley	Dallas	75217	972-913-0850
Margaret Solis	6449 Lazy River	Dallas	75241	214-375-9815
Matthew Gomez (B)	126 Conrad	Dallas	75224	972-992-8736
DESOTO EAST MIDDLE SCHOOL	601 E BELT LINE RD	DESOTO	75115	
Robert Heard (J)	624 Missionary Ridge	DeSoto	75115	972-274-4100
Ossie Lewis Bilingual Clerk	6031 Hunter View	Dallas	75232	214-376-8692
DUNCANVILLE LIBRARY	201 JAMES COLLINS	DUNCANVILLE	75137	972-296-4563
Juanita Swafford	1047 Quail Run	Duncanville	75116	972-298-1529
Jeanie McWhirter	315 W Fain	Duncanville	75116	972-298-4754
Cheryl Washington (B)	1722 Beaver Creek	Duncanville	75137	972-296-4248
DUNFORD REC CNTR	1015 GREEN CANYON	MESQUITE	75149	972-681-4827
Ernestine Bridges (J)	2202 Schirra Way	Mesquite	75150	972-270-5508
Reta McMillan	2215 Borman	Mesquite	75150	972-279-5137
Darlene House pt	1205 Greenway	Mesquite	75149	972-285-3986
Rosa Wylie pt	210 Fielding	Mesquite	75149	972-285-1213
Linda Kagy pt	2502 Bobtown	Mesquite	75149	972-288-6697
Jennifer Johnson (B)pt	1119 Hidden Ridge	Mesquite	75181	972-222-5725
Norma DeLay (B) pt	2806 Linhaven	Mesquite	75150	972-279-2392
Mary Garza (B) pt	1434 Cascade	Mesquite	75149	972-289-8803
FARMERS BRANCH CITY HALL	13000 WILLIAM DODSON	FR BR	75234	214-622-3469
Russell Clay (J)	3337 Pebble Beach	Fr Br	75234	972-243-8447
Bruce Degrasse Bilingual Clerk	3311 Brookhaven Club	Fr Br	75234	972-241-0373
GARLAND CITY HALL	200 N FIFTH ST	GARLAND	75040	972-205-2838
Pat Shaw (J)	3214 Centennial	Garland	75042	972-272-9860
Martha Harvey pt	1206 Vicksburg	Garland	75041	972-271-3338
Wanda Beene pt	4213 Augusta	Garland	75041	972-271-3356
Joel Requenez (B)	3841 Mosswood	Garland	75042	972-272-0426
GARLAND ISD STUDENT SERVICES	720 STADIUM DR	GARLAND	75040	
Roma Lewis (J) Bilingual Clerk	1036 Chelsea	Mesquite	75149	

GARNER ELEMENTARY	145 POLO ROAD	GR PR	75052	214-622-3466
Alta Brown (J)	1413 Roman Rd	Gr Pr	75050	972-263-2997
Howard Brown	1413 Roman Rd	Gr Pr	75050	972-263-2997
Virginia Green (B)pt	2718 Ozark	Gr Pr	75052	972-647-2718
Aurora Alcalan (B)pt	3021 W Ferndale	Gr Pr	75052	972-264-9608
GR PR DEVELOPMENT CENTER	206 W CHURCH	GR PR	75050	972-237-8492
Sharon Vaca (J)	1115 Fawn Ridge	Duncanville	75137	972-298-1333
Jerry Vaca	1115 Fawn Ridge	Duncanville	75137	972-298-1333
Ruben Hernandez (B) pt	5456 San Patricio	Gr Pr	75051	972-602-7544
Alejandra Cantu (B) pt	2418 Lakeshore	Gr Pr	75051	972-642-2028
GRAUWYLER REC CENTER	7780 HARRY HINES	DALLAS	75235	214-670-7127
Richard Buck (J)	2703 Alan-Dale	Irving	75061	972-986-9168
Alla Buck	2703 Alan-Dale	Irving	75061	972-986-9168
Benny Ruiz (B)	3524 Word St	Dallas	75204	214-827-8629
Frank Moreno (B)	3030 Lela St	Irving	75061	972-790-6636
HUTCHINS CITY HALL	321 N MAIN	HUTCHINS	75141	972-225-2565
Patricia Pritchett (J)	1614 Dowdy Ferry	Hutchins	75141	972-225-3159
Billie Durrant	919 N Main(PO Box 859)	Hutchins	75141	972-225-8404
Patricia Morado (B)	5002 N Goode	Wilmer	75172	
IRVING ARTS CNTR	3333 N MCARTHUR	IRVING	75061	972-570-7134
Deborah Stanglin (J)	2340 Riverhill	Irving	75061	972-785-9428
Colleen Stanglin	2321 E Union Bower	Irving	75061	972-721-0020
Gloria Quintana (B)	2617 Briarcliff Dr	Irving	75062	972-258-5084
IRVING CITY HALL	825 W IRVING BLVD	IRVING	75060	972-254-1382
Earlene Matkin (J)	505 McCoy Dr	Irving	75062	972-255-0122
Dan Matkin	505 McCoy Dr	Irving	75062	972-255-0122
Enrique Hinojosa (B)	1413 Keeler	Irving	75060	972-254-2087
JOSEY RANCH LIBRARY	1700 KELLER SPRINGS	CARROLLTON	75006	972-245-6380
Bob Schies (J)	3523 Brookhaven Club	Fr Br	75234	972-488-0126
Judy Schies pt	3523 Brookhaven Club	Fr Br	75234	972-488-0126
Charlene Collins pt	18456 Michaelangelo	Dallas	75287	972-862-3894
Charlotte Heath pt	1923 Middle Glen	Carrollton	75007	972-394-6404
Joseph Sperandeo (B)	2102 Chestnut Hill	Richardson	75082	972-669-8606

LANCASTER ISD ADMIN BLDG 422 S CENTRE AVE		LANCASTER	75146	
Jearldene Anderson (J)	1025 Brookhaven	Lancaster	75134	972-218-9520
Phyllis Manuel	4335 Bonnie View	Dallas	75216	214-371-3204
LANCASTER REC CNTR 1700 VETERANS MEMORIAL PKY LANCASTER			75134	972-227-7032
Gladys Ivy (J)	1545 Warick	Lancaster	75134	972-227-6601
Lula Rosmon	1537 Aberdeen	Lancaster	75134	972-227-5668
Joyce Rosman	608 Azalea	Glenn Heights	75154	972-223-5350
Esther Ruiz (B)	662 Rutgers	Lancaster	75134	972-227-8764
MARTIN WEISS REC CNTR 1111 MARTINDELL		DALLAS	75211	214-622-3475
Mary Flores (JB)	9634 Sophora	Dallas	75249	972-296-5773
Ben Black	1009 Forest Glen	DeSoto	75115	972-223-4786
Sandra Black	1009 Forest Glen	DeSoto	75115	972-223-4786
Mary Casarez (B)	2507 Alco	Dallas	75211	214-337-6201
OAK CLIFF SUBCOURTHOUSE 410 S BECKLEY		DALLAS	75203	214-943-5840
Diana Broadus (J)	3334 Seevers	Dallas	75216	972-230-7016
Kathryn Williams pt	4835 Bismark	Dallas	75216	214-371-9574
Lillie Medlin pt	1431 Wagon Wheel Trail	Dallas	75241	214-374-8439
Lovie Shannon pt	5747 Trio	Dallas	75241	214-376-9416
Vergie Thomas pt	4306 Elk Horn Trail	Dallas	75216	214-375-1837
Dorothy Jackson pt	1537 E Elmore	Dallas	75216	214-375-5292
Barbara O'Neal pt	4824 Bismark	Dallas	75216	214-371-9574
Kenneth Hamilton pt	3334 Seevers	Dallas	75216	214-376-2083
Refugia Soto (B)	1821 W 10 th St	Dallas	75208	214-942-3626
Juanita Greer pt	1103 E Waco	Dallas	75216	214-948-9353
Bobbie J Davis pt	1515 E Elmore	Dallas	75216	214-372-5026
DeVonne Foutz pt	3325 E Perryton	Dallas	75224	214-331-5681
Erma Ceasar pt	410 Du Bois Ave	Dallas	75203	
OUR REDEEMER LUTHERAN 7611 PARK LANE		DALLAS	75225	214-361-5465
June Rentmeester (J)	1806 Marquette	Richardson	75081	972-690-1532
Betty Oneill	10420 Royalwood Dr	Dallas	75238	
Magda Fry (B)	204 Duke	Garland	75043	972-926-4741
RECORDS BUILDING 509 MAIN ST		DALLAS	75202	214-653-7015
Kathryn Williams (J)	4835 Bismark	Dallas	75216	214-371-9574
Raymond Williams pt	4835 Bismark	Dallas	75216	214-371-9574
Barbara O'Neal pt	4824 Bismark	Dallas	75216	
Bilingual Clerk				

RICHARDSON CIVIC CENTER	411 W ARAPAHO	RICHARDSON	75080	972-907-2349
Helen (Carol) Knowles (J)	711 Winchester	Richardson	75080	972-231-0272
Don Boswell	2015 Custer	Richardson	75080	972-235-6934
Yolanda Guerra (B)	5657 Amesbury #1701	Dallas	75206	214-288-8683
ROWLETT LIBRARY	3900 MAIN	ROWLETT	75088	
Wanda Carter (J)	1217 Travis	Garland	75040	214-532-7101
Doris Perry	1910 Meadowcrest Dr	Garland	75042	972-276-7923
Frances Trevino (B)	4005 Hickox Rd	Rowlett	75089	972-475-0705
SACHSE CITY HALL	5560 HIGHWAY 78	SACHSE	75048	
Janet Hurley (J)	3120 Creek Hollow	Sachse	75048	972-429-9322
Beverly Grindele	3208 Willow Creek Ct	Sachse	75048	972-530-9665
Elizabeth Labori (B)	P O Box 2531	Wylie	75048	
Penelope Brodgon (Sun)	6700 Coral Lane	Sachse	75048	972-495-5225
Josie Ramos (B) (Wknd)	6130 Holly Crest Ln	Sachse	75048	972-429-7129
SAMUEL GRAND REC CNTR	6200 EAST GRAND	DALLAS	75223	214-670-0674
Deborah Smith (J)	2604 Norwood	Dallas	75228	214-324-2314
Judy Hinckley pt	8720 Reva	Dallas	75227	214-381-0136
Mary Bryson pt	9762 Twin Creek	Dallas	75228	214-327-7877
Isacc Bryson pt	9762 Twin Creek	Dallas	75228	214-327-7877
Robert Kiley pt	9450 Forest Spgs Apt#2503	Dallas	75243	214-340-9495
Beatrice Alvarez (B)pt	7510 E Grand #1104	Dallas	75214	214-328-6406
Juanita Velez (B)pt	3305 Loganwood	Dallas	75227	214-388-3129
SANDY JACOBS GOVT CTR	1029 W ROSEMEADE	CARROLLTON	75007	
Betty Williams (J)	2704 Devonshire Dr	Carrollton	75007	
Fred Williams	2704 Devonshire Dr	Carrollton	75007	
Bilingual Clerk				
SEAGOVILLE CITY HALL	702 N. HWY 175	SEAGOVILLE	75159	972-287-7044
Pat Bearden (J)	106 Cundiff	Seagoville	75159	972-287-2138
Barbara Shepherd pt	800 Bullard	Seagoville	75159	972-287-1743
Reba Groblebe pt	722 N Kaufman St	Seagoville	75159	972-287-2921
Oralia Barboza (B)	1225 Rain Forest	Dallas	75217	972-286-3784
SUNNYVALE TOWN HALL	127 COLLINS RD	SUNNYVALE	75182	
Clarissa Gates (J)	2800 Helen	Mesquite	75181	972-222-5452
Lois Washington-Cole	PO Box 852962	Mesquite	75185	972-289-7296
Kathy Aguilar (B)	2110 Nectar	Mesquite	75149	972-285-7833

WEST DALLAS MULTIPURPOSE 2828 FISHTRAP		DALLAS	75212	214-670-6041
Deborah Culberson (J) 3130 Kingsbridge B1#14		Dallas	75212	214-723-1056
Ruby Jo Daniels	606 Penguin	Dallas	75241	214-374-5947
Matilda Robles (B)	3919 Ingersol	Dallas	75212	214-870-0760
WILMER COMMUNITY CTR	101 DAVIDSON PLAZA	WILMER	75172	
Pinkie Gardner (J)	910 Denton	Hutchins	75141	214-802-0741
Suzanne Hickman (B)	907 Lancaster Park	Lancaster	75146	817-896-2111

02-01-2008 subject to change

All requests for early voting ballots by mail that are received by participating authorities will be transported by runner on the day of receipt to the Dallas County Elections Department, 8th Floor, Health and Human Service Building, 2377 N. Stemmons Frwy, Dallas, Texas 75207 for processing. Persons voting by mail will send their voted ballots to the Dallas County Elections Department.

All early voting ballots will be prepared for counting by an Early Voting Ballot Board appointed in accordance with Section 87.001 of the Texas Election Code. Addison hereby waives its right to appoint a member to the Board, and will have Dallas County appoint a member for the Town. The participating authorities agree to appoint other deputy early voting judges/clerks.

A signature verification committee will be appointed in accordance with Section 87.027 of the Texas Election Code. A list of the members of the signature verification committee will be furnished to each participating authority.

Section 14. Delivery of Returns; Preservation of Election Records. A general custodian of the voted ballots and all records of the joint Election as authorized by Section 271.010 of the Texas Election Code shall be appointed.

Access to the election records will be available to each participating authority as well as to the public in accordance with the Texas Public Information Act, Chapter 552, Government Code, at the Elections Department, 2377 N. Stemmons Freeway, Dallas, Texas, at any time during normal business hours. The Election Administrator shall ensure that the records are maintained in an orderly manner, so that records are clearly identifiable and retrievable per records storage container.

Records of the election will be retained and disposed of in accordance with Addison's records retention schedules, and in accordance with the provisions of Title 6, Subtitle C, Chapters 201 through 205 Texas Local Government Code, including the minimum retention requirements established by the Texas State Library and Archives Commission. If records of the election are involved in any pending election contest, investigation, litigation, or Texas Public Information Act, the Election Administrator shall maintain the records until final resolution or until final judgement, whichever is applicable. It is the responsibility of any participating authority to bring to the attention of the Elections Administrator any notice of any pending election contest, investigation, litigation, or Texas Public Information Act request, which may be filed with a participating authority. Upon request to maintain records beyond eligibility for preservation according with Section 66.058 of the Texas Election Code, the Elections Administrator shall supply a written cost estimate for storage to requesting participant.

On the first business day that follows the date that the records of the election are eligible for destruction, the Election Administrator will notify in writing each participating authority of the planned destruction of any records of the election. Within fifteen days of receipt of the Election Administrator's notice of intent to destroy the records, each participating authority will provide the Election Administrator with written authorization to proceed with destruction or written instructions to withhold destruction.

Section 15. Canvassing of Returns. In accordance with the Code, the City Council of the City shall convene on May 20, 2008, at 7:30 o'clock p.m. to canvass the returns of the election.

Section 16. Necessary Actions. The Mayor, City Manager and the City Secretary of the City, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code in carrying out and conducting the election, whether or not expressly authorized herein.

Section 17. Effective Date. This Ordinance shall be in full force and effect from and after its passage.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS,
the 12th day of February 2008.

MAYOR

ATTEST:

CITY SECRETARY

Council Agenda Item: #R17

SUMMARY:

Staff requests the Council pass a Resolution certifying that the ADA iVotronic v. 8.0.1.0 , provided by Election Systems and Software, is an accessible voting system that may legally be used in Texas elections.

BACKGROUND:

The Council is scheduled to approve an ordinance calling a Municipal election to be held on May 10, 2008. The Town typically contracts with Dallas County to hold that election. All entities that hold elections are under requirements to provide at least one accessible voting system in each polling place that complies with state and federal laws setting the requirements for voting systems that permit voters with physical disabilities to cast a secret ballot.

Dallas County has chosen the ADA iVotronic v. 8.0.1.0 system, which is a system approved by the State of Texas. The Town has to certify the use of this system through a Resolution.

RECOMMENDATION:

Staff recommends approval of a Resolution certifying that the ADA iVotronic v.8.0.1.0, provided by Election Systems and Software, is an accessible voting system that may be legally be used in Texas elections.

Council Agenda Item: #R18

SUMMARY:

This item is for Consideration and approval to authorize the City Manager to enter into a contract in an amount not to exceed \$204,600.00 with Bassco, Inc., for repairs to the Addison Airport Bulk Fuel Storage Facility.

FINANCIAL IMPACT:

Tank #12 Repairs (previously approved)

Anti-siphon Valve Replacement & Threaded Connection	\$ 13,111.00
Spool Piece Replacement	<u>\$ 789.00</u>
Total Amount	\$ 13,900.00

Remaining 13 Tanks

Anti-siphon Valve Replacement	\$ 170,443.00
Spool Piece Replacement	\$ 10,257.00
Proposed Notification Threshold	<u>\$ 10,000.00</u>
Total Amount	\$ 190,700.00

Grand Total Amount \$ 204,600.00

Source of Funds: Airport Fund Balance

BACKGROUND:

Subsequent to opening the Addison Airport Bulk Fuel Storage Facility several of the Fixed Base Operators have experienced instances where the system does not maintain prime. Staff believed this issue is caused by inconsistent operation of the anti-siphon valve located on the suction piping. The anti-siphon valve isn't consistently opening quickly enough to allow fuel to flow once the pump is started. In addition, a leak in the pipe at the point where the external suction piping connects to the internal suction piping has been observed on Tank #12.

During the January 22, 2008 Council Work Session, staff proposed repairs to Tank #12 to address both aforementioned issues that included replacing the existing anti-siphon valve with an electrically operated valve and reworking the threaded pipe connection. The repairs on Tank #12 were completed on January 29, 2008 and were tested on January 30, 2008. The system repeatedly self-primed, successfully pumping fuel at a satisfactory flow rate. No further pipe leaks were observed. Tank #12 was then turned over to Million Air for use and operations have been tracked as additional testing. The system has performed very well.

During testing operations BASSCO, Inc. suggested that much of the observed pipe vibration down stream from the pump could be significantly reduced by replacing an existing "flex" pipe with a rigid spool piece. Staff elected for the replacement on Tank #12 and observed a vibration reduction of approximately 70%. This will reduce the fatigue on the piping system generated by vibrations.

RECOMMENDATION:

Staff recommends Council authorize the City Manager to enter into a contract in an amount not to exceed \$204,600.00 with Bassco, Inc., for repairs to the Addison Airport Bulk Fuel Storage Facility.