

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

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**AGENDA**

**WORK SESSION OF THE CITY COUNCIL**

**6:30 P.M.**

**AND**

**REGULAR MEETING OF THE CITY COUNCIL**

**7:30 P.M.**

**MARCH 11, 2008**

**TOWN HALL**

**5300 BELT LINE ROAD**

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**WORK SESSION**

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Item #WS1 - Discussion regarding update on plans for new WorldFest Event.

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Item #WS2 - Discussion regarding deployment of a Wireless network at Addison Circle Park.

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## REGULAR SESSION

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Item #R1 - Consideration of Old Business.

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Item #R2 - Consent Agenda.

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#2a - Approval of the Minutes for:

February 23, 2008, Special Meeting and Work Session  
February 26, 2008, Regular City Council Meeting and Work Session

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Item #R3 - Consideration and approval of a festival consulting agreement with DFW International Community Alliance in an amount not to exceed \$30,000 for WorldFest 2008.

Attachments:

1. Council Agenda Item Overview
2. Agreement

Administrative Recommendation:

Administration recommends approval.

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Item #R4 - Presentation of the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting to the Town of Addison for its Comprehensive Annual Financial Report (CAFR).

Attachments:

1. Council Agenda Item Overview
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Item #R5 - Discussion and consideration of approval of, and authorizing the City Manager to execute, an Interlocal Agreement for Cooperative Purchasing for TMRS Actuarial Shared Services with the North Central Texas Council

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of Governments, a related agreement with Gabriel Roeder Smith & Company (“GRS”), and a related Non-Disclosure Agreement with the Texas Municipal Retirement System (“TMRS”), regarding the provision of certain actuarial services (pension consulting) by GRS in connection with the Town of Addison’s participation in the TMRS.

Attachments:

1. Council Agenda Item Overview
2. Interlocal Agreement w/NCTCOG
3. Gabriel Roeder Smith & Company (GRS) Master Agreement
4. TMRS Non-Disclosure Agreement

Administrative Recommendation:

Administration recommends approval.

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Item #R6 - Consideration and acceptance of the Town of Addison Comprehensive Annual Financial Report for the fiscal year ended September 30, 2007.

Attachment:

1. Council Agenda Item Overview

Administrative Recommendation:

Administration recommends acceptance.

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Item #R7 - Consideration and approval of an ordinance granting meritorious exception to Section 62-162, Premises Sign and Section 62-163, Area, of the Signs Ordinance, for Tom Thumb located at 14280 Marsh Lane.

Attachments:

1. Staff Report
2. Application
3. Site Plan

Administrative Recommendation:

Administration recommends denial.

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Item #R8 - **PUBLIC HEARING** (FINAL PLAT/Thomas Developments Addition) and consideration of 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.

Attachments:

1. Docket map
2. Staff Report
3. Plat

Administrative Recommendation:

Administration recommends approval.

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Item #R9 - **PUBLIC HEARING** (Case 1553-Z/Hotel Intercontinental) and consideration of approval of an ordinance amending an existing Planned Development ordinance (Ordinance #601) in order to revise conditions for parking requirements and building height, located at the Hotel Intercontinental, 15201 Dallas Parkway, on application from Sunshine Holdings I Corp, (DBA Hotel Intercontinental), represented by Mr. Kirk Williams of Winstead PC.

Attachments:

1. Docket map
2. Staff Report
3. Plat

Administrative Recommendation:

Administration recommends approval.

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Item #R10 - **PUBLIC HEARING** (Case 1522-Z/Town of Addison) and consideration of approval of an Ordinance amending Appendix A of the Code of Ordinances (The Comprehensive Zoning Ordinance), Article XXI, Landscaping Regulations, by amending Sections 1-13 regarding landscaping, on application from the Town of Addison, represented by Mr. Slade Strickland.

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Attachments:

1. Council Agenda Overview
2. Proposed Ordinance

Administrative Recommendation:

Administration recommends approval.

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Item #R11 - Consideration and approval authorizing the City Manager to execute an advertising contract with the Dallas Morning News to provide for advertising in the Dallas Morning News/Guide, Quick and Neighbors in amount not to exceed \$98,308.

Attachments:

1. Council Agenda Item Overview
2. FY 2008 Proposed Media Plan
3. Advertising Contract

Administrative Recommendation:

Administration recommends approval.

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Adjourn Meeting

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Posted:

March 7, 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.

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

February 23, 2008  
8:30 A.M.-Addison Service Center  
16801 Westgrove  
Addison, TX 75001

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

Absent: None

Item #WS1 - Addison Branding Discussion – Phase One

Margaret Bonner with The Bonner Group and Jim Krause with Krause Advertising led the discussion regarding Addison Branding Discussion – Phase One.

No action was taken on this item.

Item #WS2 - Citizen Advisory Committee Update.

Ron Whitehead led the discussion regarding Citizen Advisory Committee Update.

No action was taken on this item.

Item #WS3 - Discussion regarding Council Process & Visioning.

Ron Whitehead led the discussion regarding Council Process & Visioning.

No action was taken on this item.

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

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Mayor

Attest:

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



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

February 26, 2008  
6:00 P.M. – Town Hall  
5300 Belt Line Road  
Upstairs Conference Room

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

Absent: None

Work Session

Item #WS1 - Discussion and presentation regarding amended landscape regulations for the Council's review.

Slade Strickland presented this Item. There was no action taken.

Item #WS2 - Update on plans for new WorldFest Event.

This Item was withdrawn from the Work Session. There was no action taken.

Item #WS3 - Discussion regarding security at Council Meetings.

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

\_\_\_\_\_  
Mayor

Attest:

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

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

February 26, 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: Alyssa Dent with the Development Services Department and Eric Aguilar with the Police Department.

Item #R2 - Consent Agenda.

#2a - Approval of the Minutes for:

February 13, 2008, Regular City Council Meeting.

Councilmember Braun moved to duly approve the February 13, 2008, Regular City Council Meeting Minutes with the following correction:

Item #R11 should be corrected to read:

“Carmen Moran handed out the proposed amended landscape regulations for the Council’s review.”

Councilmember Niemann seconded. Motion carried.

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

Voting Nay: None

Absent: None

Item #R3 - Consideration and approval of an Addendum to a Private Switch 9-1-1 Service Agreement between the Town of Addison, Tarrant County 9-1-1 District, Electronic Data Systems Corporation, and EDS Information Services L.L.C., regarding the provision of private switch 9-1-1 service to Bank of America at 16001 N. Dallas Parkway.

Councilmember Braun moved to duly approve a Private Switch 9-1-1 Service Agreement between the Town of Addison, Tarrant County 9-1-1 District, Electronic Data Systems Corporation, and EDS Information Services L.L.C., regarding the provision of private switch 9-1-1 service to Bank of America at 16001 N. Dallas Parkway.

Councilmember Kraft seconded. Motion carried.

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

Voting Nay: None

Absent: None

Item #R4 - Presentation of the Department of Financial & Strategic Services Quarterly Financial Review for the quarter ended December 31, 2007.

Randy Moravec made the Presentation of the Department of Financial & Strategic Services Quarterly Financial Review for the quarter ended December 31, 2007.

There was no action taken on this item.

Item #R10 followed Item #R4.

Item #R10 - Discussion regarding the hotel/motel interaction program.

Ron Davis led the discussion regarding the hotel/motel interaction program.

There was no action taken on this item.

Item #R5 - Consideration and approval of an ordinance granting meritorious exception to Section 62-162, Premises Sign and Section 62-163, Area, of the Signs Ordinance, for Tom Thumb located at 14820 Marsh Lane.

This item was pulled from consideration. There was no action taken on this item.

Item #R6 - Consideration and approval authorizing the City Manager to enter into an agreement with Water's Consulting Group for the executive recruitment of a Director of Financial and Strategic Services.

Councilmember Niemann moved to duly approve authorizing the City Manager to enter into an agreement with Water's Consulting Group for the executive recruitment of a Director of Financial and Strategic Services.

Councilmember Mellow seconded. Motion carried.

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

Voting Nay: None

Absent: None

Item #R7 - Consideration and approval authorizing the City Manager to enter into an agreement with Water's Consulting Group to complete a market analysis and update of the Town's current compensation structure

Councilmember Braun moved to duly approve authorizing the City Manager to enter into an agreement with Water's Consulting Group to complete a market analysis and update of the Town's current compensation structure

Councilmember Mellow seconded. Motion carried.

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

Item #R8 - Consideration and approval of award of a bid totaling \$29,871.00 to Hollman, Inc., for installation of one hundred and two (102) full length lockers and card lock system.

Councilmember Kraft moved to duly approve of award of a corrected bid totaling \$29,499.00 to Hollman, Inc., for installation of one hundred and two (102) full length lockers and card lock system.

Councilmember Braun seconded. Motion carried.

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

Item #R9 - Consideration and approval of first and final payment to Curtco, Inc., for crack sealing on Addison Road and Belt Line Road.

Councilmember Niemann moved to duly approve of first and final payment to Curtco, Inc., for crack sealing on Addison Road and Belt Line Road.

Councilmember Braun seconded. Motion carried.

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

Item #R10 was moved to follow Item #R4.

Executive Session

At 9:09 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:

- A. *Eddins Enterprises, Inc., dba Friendly Aviation and RSP Management Services, Inc. v. The Town of Addison, Texas*, in the 192<sup>nd</sup> Judicial District Court, Dallas County, Texas; Cause No. 05-11030.
- B. *Thielsch Engineering, Inc. v. Town of Addison, Texas*, Cause No. 08-00463, 95<sup>th</sup> District Court, Dallas County, Texas.
- C. *Garrett Sherman, as Personal Representative of the Estate of June Sherman, Deceased v. Post Apartment Homes, L.P. and City of Addison*, Cause No. CC-07-08015-B, County Court at Law No. 2, Dallas County, Texas.
- D. *AN Collision Center of Addison, Inc. d/b/a Bankston Collision Center v. Dallas Area Rapid Transit (DART) and The Town of Addison*, Cause No. 07-11965 , 14th Judicial District Court, Dallas County, Texas.
- E. *In re Calla Davis, et al*, Case No. 07-0147, Supreme Court of Texas.

Item #ES2 - Closed (executive) session of the Addison City Council, pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with its attorney(s) on a matter in which the duty of the attorney(s) to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code, regarding and relating to the taxation of improvements at Addison Airport.

Item #ES3 - Closed (Executive) session of the Addison City Council, pursuant to Section 551.074, Tex. Gov. Code, to deliberate the evaluation of the City Manager.

The Council came out of Executive Session at 9:47 P.M.

Item #R11 - Consideration of any action regarding certain pending litigation, to wit:

- A. *Eddins Enterprises, Inc., dba Friendly Aviation and RSP Management Services, Inc. v. The Town of Addison, Texas*, in the 192<sup>nd</sup> Judicial District Court, Dallas County, Texas; Cause No. 05-11030.
- B. *Thielsch Engineering, Inc. v. Town of Addison, Texas*, Cause No. 08-00463, 95<sup>th</sup> District Court, Dallas County, Texas

- C. *Garrett Sherman, as Personal Representative of the Estate of June Sherman, Deceased v. Post Apartment Homes, L.P. and City of Addison*, Cause No. CC-07-08015-B, County Court at Law No. 2, Dallas County, Texas.
- D. *AN Collision Center of Addison, Inc. d/b/a Bankston Collision Center v. Dallas Area Rapid Transit (DART) and The Town of Addison*, Cause No. 07-11965, 14th Judicial District Court, Dallas County, Texas.
- E. *In re Calla Davis, et al*, Case No. 07-0147, Supreme Court of Texas.

There was no action taken on this item.

Item #R12 - Consideration of any action regarding taxation of improvements at Addison Airport.

There was no action taken on this item.

Item #R13 - Discussion and consideration of approval of a Resolution regarding compensation for the City Manager.

There was no action taken on this item.

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

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Mayor-Joe Chow

Attest:

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City Secretary-Mario Canizares

**Council Agenda Item: #R3**

**SUMMARY:** Consideration and approval a Festival Consulting Agreement with DFW International Community Alliance (DFWI) in an amount not to exceed \$30,000 for WorldFest 2008.

**FINANCIAL IMPACT:** Payment to DFWI in an amount not to exceed \$30,000 as follows:

- 1) \$15,000 paid in two installments as follows from the WorldFest budget:
  - \$5,000 upon execution of Agreement
  - \$10,000 upon completion of the Festival, the satisfactory performance for all Services and all performance reports have been received
- 2) Up to \$15,000 paid solely from either or both of the following revenue sources:
  - 40% of admission ticket sales
  - Sale of third party sponsorship that DFWI is authorized to sell to a pre-approved company using pre-approved sponsorship packages

Amount is within the existing budget.

**BACKGROUND:** DFW International Community Alliance (DFWI) is a non-profit organization that was established in 1996 with a mission to promote and link North Texas ethnic and immigrant groups, empowering them as respected members of the community and giving them a forum through which to express, share and celebrate the richness of their cultural heritage. They are the portal for global North Texas with a network of 1,600 internationally-focused civic, community and education organizations.

The Town of Addison has supported the work of DFWI for many years so when the Town decided to add an international festival to its 2008 calendar, we looked to DFWI to provide the cultural guidance and consulting services we need to produce an exciting, authentic and culturally diverse event.

The attached contract will outline the services DFWI will provide and the consulting fee associated with their services.

**RECOMMENDATION:** Staff recommends approval.

**ATTACHMENTS:** 2008 Festival Consulting Agreement

STATE OF TEXAS           §  
  §           **FESTIVAL CONSULTING AGREEMENT**  
COUNTY OF DALLAS       §

This Festival Consulting Agreement ("Agreement") is entered into by and between the Town of Addison, Texas (the "City" or "Addison") and DFW International Community Alliance, a *private, non-profit organization established under the laws of the State of Texas* ("DFW International") (the City and DFW International are sometimes referred to herein together as the "parties" and individually as a "party").

Recitals:

1. The City desires to conduct an international festival known as the "WorldFest" (sometimes referred to herein as the "Festival") on Saturday, October 25, 2008 at that portion of the Addison Conference and Theatre Centre sometimes referred to as the Addison Circle Park, which is located at 4970 Addison Circle Road in the Addison Arts & Events District in Addison, Texas during the following hours: Noon – 10:00 p.m. Among other things, WorldFest provides an opportunity to attract tourists to the City and educate the public on the many cultures that make up the North Texas region.
2. DFW International Community Alliance is a non-profit organization established under the laws of the State of Texas since 1996 with a mission to promote and link North Texas ethnic and immigrant groups, empowering them as respected members of the community and giving them a forum through which to express, share and celebrate the richness of their cultural heritage.
3. Addison desires to retain the services of DFW International, and DFW International desires to provide its services to Addison, as a consultant in connection with WorldFest, as set forth herein.

**NOW, THEREFORE**, for and consideration of the above and foregoing premises, the mutual covenants and obligations set forth herein, and other good and valuable consideration, the Town of Addison, Texas and DFW International do contract and agree as follows:

1. **Term.** This Agreement shall be effective on January 1, 2008 and shall remain in effect until December 31, 2008 (the "Expiration Date"), subject, however, to the termination provisions of this Agreement.
2. **Services.** In connection with the 2008 WorldFest, DFW International will provide to the City the following non-exclusive services ("Services"):
  - A. Festival programming consulting including but not limited to the following activities:
    - 1) **Global Marketplace** – recommend to the City, and work with the City in the solicitation and follow-up of, authentic vendors and community booths; assistance during move-in and tear-down of the Festival;
    - 2) **International Food Court** – recommend to the City, and work with the City in the solicitation and follow-up of, ethnic food vendors;
    - 3) **Cultural Performing Entertainment** – recommend to the City, and work with the City in booking and scheduling of, authentic, cultural artists; non-technical



- supervision of stages and performers during Festival, emcee and support staff for each stage;
- 4) **Children's Workshops** – solicitation and follow up on craft projects, coordination during day of Festival;
  - 5) **Exhibits and Other Activities** – solicitation, scheduling and supervision of static exhibits and cultural competitions, art displays and other cultural activities that build participation and book hotel rooms, including but not limited to the following:
    - i. **Mariachi competition (pending available funds)**
    - ii. **Global Pavilion**
    - iii. **Closing Drum Circle**
    - iv. **Passport**
    - v. **Parade of Nations;**
  - 6) **Volunteer Solicitation** – assistance with securing and supervision of volunteers to help with various elements of the Festival, including but not limited to admission sales, ticket sales, information booth, greeters, parkers, gate monitors, stage management, stage hands, operations, vendor load-in/load-out;
  - 7) **Marketing Support** – work with Addison Staff and their third-party advertising consultant, identified as Krause Associates, to develop marketing materials to promote the Festival, including but not limited to the following materials: print advertising, radio advertising, electronic advertising, posters, fliers, brochures, and the “Passport” booklet. Also assist with identifying distribution outlets and coordinate the distribution of these materials;
  - 8) **Public Relations Support** - work with Addison Staff and their third-party public relations consultant, identified as Shiroma Southwest, to develop publicity materials to promote the Festival, including but not limited to the following materials: press releases, newsletters, calendar advisories. May also be asked by the City to represent the Festival by conducting television, radio and print interviews;
  - 9) **Sponsorship Support** - work with Addison Staff and their third-party sponsorship consultant, identified as PPI Marketing (“PPI Marketing”), to develop sponsorship materials to secure cash and in-kind services for the Festival from third-party sponsors (“Third Party Sponsors” and sponsorships from Third-Party Sponsors being “Third Party Sponsorships”). Also assist with identifying potential Third-Party Sponsors and facilitating meetings by the City with potential Third Party Sponsors;
  - 10) **Budget Management** - assist Addison Staff with identifying the necessary budget items such as tents, rentals and other services as well as assisting with revenue generating activities and ticket sales. See Exhibit A for the proposed budget.
  - 11) **Performance Reports** – DFW International shall provide to the City, not later than the 5th day of each month while this Agreement is in effect, a report regarding the work and activities of DFW International for the month immediately proceeding the date of the report, including, without limitation, (i) all marketing activities of DFW International, (ii) a report on expenses and the payment thereof (e.g., payments to performers, other third parties, and proof of such payment), (iii) all other of the above and foregoing Services provided by DFW International. Each such report shall be in form and content satisfactory to the City, and DFW International shall provide supporting information for its report, including any supporting information as the City may request.

B. In connection with the Services, DFW International warrants and represents to the City that:

- 1) DFW International has the skills, qualifications, expertise, experience and financial capability necessary to perform the Services in an efficient and cost-effective manner with a high degree of quality and responsiveness and has performed and continues to perform the same and similar services for others;
- 2) The Services and work will be provided in a professional and timely manner, consistent with the commercially accepted best practices and standards; and
- 3) The Services shall comply with all applicable federal, state or local statutes, ordinances, laws, rules, standards, codes and regulations.

C. All Services shall be provided by DFW International in cooperation and coordination with the City Staff, and in particular with the Addison Special Events Administrator (the "Administrator"). Any and all promotional or other materials regarding the Festival which are to be prepared, given or delivered by DFW International shall be first presented to the Administrator for the Administrator's review and approval prior to the public dissemination of any such materials. All entertainers, activities and other vendors must be pre-approved by Administrator prior to solicitation. The Services shall be provided by DFW International in a professional manner. In identifying, selecting, and recommending entertainers, activities, and vendors pursuant to this Agreement, and in performing all of its Services hereunder, DFW International understands and recognizes that the Festival is for entertainment purposes only, is not a religious or political event (and is not an event that promotes or suggests any religious or political agenda), and DFW International will perform its Services hereunder in accordance therewith.

3. **Compensation.** For the Services provided by DFW International in accordance with the terms and conditions of this Agreement and subject to the termination provisions of this Agreement, the City will pay DFW International a consulting management fee, as follows:

A. The City will pay DFW International Fifteen Thousand and No/100 Dollars (\$15,000.00), to be paid in two installments as follows: the first installment ("first installment") of \$5,000.00 shall be paid upon the execution of this Agreement, the second installment (the "second installment") of \$10,000.00 shall be paid upon the completion of the Festival, the satisfactory performance as determined by the City of all of the Services by DFW International, and all performance reports, in form and content acceptable to the City, are and have been timely received from DFW International by the City.

B. The City will pay DFW International an additional amount not to exceed Fifteen Thousand and No/100 Dollars (\$15,000.00), such amount to be paid solely from either or both (as determined by the City) of the following:

1. revenue actually received by the City (if any) for admission to the Festival, not to exceed forty percent (40%) thereof (i.e., 40% of ticket sales for admission to the Festival, but excluding all other revenue), and
2. revenue actually received by the City from Third-Party Sponsors of the Festival, provided:

- (a) such Third-Party Sponsors have been independently (e.g., separate and apart from PPI Marketing or the City) identified by DFW International,
- (b) Third Party Sponsorships with such Third-Party Sponsors have been approved by the City,
- (c) a written sponsorship agreement with the Third-Party Sponsor has been entered into by the City, and
- (d) the written sponsorship agreement provides for the Third-Party Sponsor to pay to the City cash for such Third-Party Sponsorship, and the Third Party Sponsor pays the City in accordance with that agreement.

Example #1: Forty percent (40%) of revenue actually received by the City for admission to the Festival is \$20,000; revenue actually received by the City from Third-Party Sponsors (as described in B.2., above) totals \$10,000; City will pay DFW International \$15,000 (from either or both of admission revenues and cash sponsorship revenues, as determined by the City). Example #2: Forty percent (40%) of revenue actually received by the City for admission to the Festival is \$5,000; revenue actually received by the City from Third-Party Sponsors (as described in B.2., above) totals \$5,000; City will pay DFW International \$10,000 from such revenues, thereby satisfying its obligation under this subsection B. In any event, the maximum payment under this subsection B. shall not exceed \$15,000.00 (so that the total compensation paid to DFW International under this Agreement (and including subsections A. and B. of this section) hereunder shall not exceed Thirty Thousand and No/100 Dollars (\$30,000.00)).

#### **4. Termination.**

- A. *Without cause.* Either party may terminate this Agreement at any time by giving to the other party at least 30 days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. In the event of termination or upon the expiration of this Agreement, all finished or unfinished data, studies, reports and other materials and items (whether kept electronically, in writing, or otherwise) prepared by DFW International shall be and become the property of the City and DFW International shall promptly deliver such items to the City.
- B. *With cause.*
  - (i) If (a) DFW International fails to perform any of DFW International's duties or responsibilities to the satisfaction of the City, or (b) if DFW International fails to fulfill in a timely and professional manner DFW International's obligations under this Agreement, or (c) if DFW International shall violate any of the terms or provisions of this Agreement (the said (a), (b) and (c) being referred to together in this paragraph as a "Failure"), or (d) if DFW International, DFW International's agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the City, as determined solely by the City, then City shall have the right to

terminate this Agreement effective immediately upon the City giving notice thereof, either oral or in writing, to DFW International.

- (ii) Notwithstanding the foregoing subparagraph B.(i), with respect to a Failure, such right of termination shall not be exercised by the City unless and until a Failure remains uncured by DFW International for a reasonable period of time (as determined by the City) after notice thereof (which notice shall specifically identify the Failure) from the City is received by DFW International.
  - (iii) If the City's termination of DFW International for cause is defective for any reason, including but not limited to the City's reliance on erroneous facts concerning DFW International's performance, or any defect in notice thereof, the City's maximum liability shall not exceed the amount payable to DFW International under Section 3 above.
- C. In the event of termination or upon the expiration of this Agreement, all finished or unfinished data, studies, reports and other items (whether kept electronically, in writing, or otherwise) prepared by DFW International shall be and become the property of the City and DFW International shall promptly deliver such items to the City.
- D. If this Agreement is terminated prior to June, 2008, DFW International shall promptly reimburse the amount of the first installment to the City. If this Agreement is terminated: (i) in June, 2008, DFW International shall promptly reimburse to the City the sum of \$4,000.00; (ii) in July, 2008, DFW International shall promptly reimburse to the City the sum of \$3,000.00; (iii) in August, 2008 DFW International shall promptly reimburse to the City the sum of \$2,000.00; (iv) in September, 2008 DFW International shall promptly reimburse to the City the sum of \$1,000.00; and (v) in October, 2008 and prior to the commencement of the Festival on October 25, 2008, DFW International shall promptly reimburse to the City the sum of \$500.00. Following such termination, DFW International shall be entitled to no further payment or compensation hereunder. The reimbursement obligation set forth herein shall survive the termination of this Agreement.

If this Agreement is terminated after the commencement of the Festival on October 25, 2008, DFW International shall be entitled to payment of a ratable portion of the second installment for Services properly performed hereunder, as reasonably determined by the City.

5. **Relationship of Parties.** DFW International is and shall be during the entire term of the Agreement an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, a joint enterprise, or to allow the City to exercise discretion or control over the professional manner in which DFW International performs the Services which are the subject matter of the Agreement; provided always however that the Services to be provided by DFW International shall be provided in a manner consistent with all applicable standards, regulations, and laws governing such Services.
6. **Indemnity.** DFW International will DEFEND (with counsel reasonably acceptable to the City), INDEMNIFY and HOLD HARMLESS the Town of Addison, Texas and the

City's officials, officers, employees and agents (both in their official and private capacities) (together, for purposes of this paragraph, "Indemnified Persons") from and against any and all claims, actions, causes of action, demands, losses, harm, damages, penalties, fines, liability, expenses, lawsuits, judgments, costs, and fees (including reasonable attorney fees and court costs) (collectively, "Damages"), which are suffered by, recovered from, or asserted against the Town of Addison, Texas or any other of the Indemnified Persons and result from, are based upon, or arise out of, in whole or in part, (a) any act or omission of DFW International or those for whom DFW International may be legally responsible, including but not limited to DFW International's owners, directors, officers, managers, employees, agents, representatives, consultants, contractors, subcontractors, invitees, and concessionaires (together, "DFW International Persons") at or in connection with the Festival; or (b) the performance of DFW International's obligations under this Agreement by DFW International or any of DFW International Persons. DFW INTERNATIONAL'S DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION INCLUDES DAMAGES ALLEGED OR FOUND TO HAVE BEEN CAUSED BY INDEMNIFIED PERSONS' (OR ANY OF THEM) OWN NEGLIGENCE.s. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

7. **Records.** DFW International shall keep complete and accurate records for the Services performed pursuant to this Agreement and any records required by law or government regulation and shall make such records available to City upon request. DFW International shall assure the confidentiality of any records that are required by law to be so maintained. DFW International shall prepare and forward such additional or supplementary records as City may reasonably request.
8. **Notice.** For purposes of this Agreement, if written notice or other communication is given, such notice or other communication shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given: when received if delivered personally; seventy-two (72) hours after deposit if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier. Addresses for notice are as follows:

To the City:  
Town of Addison, Texas  
16801 Westgrove  
Addison, Texas 75001-3285  
Attn: Chris Terry

To DFW International:  
DFW International Community Alliance  
6310 LBJ Freeway, Suite 203  
Dallas, Texas 75240  
Attn: Anne Marie Weiss-Armush

9. **Reports Confidential.** No reports, information, documents, or other materials given to or prepared by DFW International under this Agreement which the City requests in writing to be kept confidential, shall be made available to any individual or organization by DFW International without the prior written approval of the City.

10. **Authority to Execute.** The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.
11. **Ownership of Reports.** The reports, documents and materials prepared by DFW International under or pursuant to this Agreement shall be the sole property of the City.
12. **Assignment.** Inasmuch as this Agreement is intended to secure the specialized services of DFW International, DFW International has no authority or power to and may not assign, transfer, delegate, subcontract or otherwise convey any interest herein without the prior written consent of the City, and any such assignment, transfer, delegation, subcontract or other conveyance without the City's prior written consent shall be considered null and void *ab initio*.
13. **Rights and Remedies Cumulative; Non-Waiver.** 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.
14. **Applicable Law; Venue.** In the event of any action under this Agreement, venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Contract; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.
15. **Enforceability.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
16. **No Third-Party Beneficiaries.** This Agreement and all of its terms and provisions are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
17. **Entire Agreement and Modification.** This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

**SIGNED** by each of the respective parties on the date set forth below.

**TOWN OF ADDISON, TEXAS**

**DFW INTERNATIONAL COMMUNITY  
ALLIANCE**

By: \_\_\_\_\_  
Chris Terry, Assistant City Manager

By: \_\_\_\_\_  
Anne Marie Weiss-Armush

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

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

**Council Agenda Item: #R4**

**SUMMARY:**

Presentation of the Government Finance Officers Association (GFOA) “Certificate of Achievement for Excellence in Financial Reporting” to the Town of Addison for its Comprehensive Annual Financial Report (CAFR).

**FINANCIAL IMPACT:**

There is no financial impact associated with this item.

**BACKGROUND:**

The GFOA established the Certificate of Achievement for Excellence in Financial Reporting in 1945. This Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting. The purpose of the certificate program is to 1) recognize and encourage excellence in financial reporting by local governments, and 2) provide citizens, legislative bodies, and other decision makers with the best possible financial information.

The Town of Addison has received the Certificate of Achievement for Excellence in Financial Reporting every year since 1983. The GFOA has notified the Town that our CAFR received this distinction for the fiscal year ending September 30, 2006.



**Council Agenda Item: #R5**

**SUMMARY:**

Council authorization is requested authorizing the city manger to enter into an interlocal agreement with the North Central Texas Council of Governments (NCTCOG), a master agreement with Gabriel, Roeder, Smith & Co (GRS), and a non-disclosure agreement with the Texas Municipal Retirement System (TMRS).

**FINANCIAL IMPACT:**

The total cost of the study and the administrative fee to NCTCOG is \$11,100. The study would be paid from the General fund's Combined Services department budget. Because these services were not contemplated as part of the 2007-08 budget, the department budget will need to be adjusted as part of the mid-year budget amendment typically presented to Council in June.

**BACKGROUND:**

Since its inception, TMRS has used the traditional Unit Credit actuarial funding method. This method accounts for liability accrued as of the valuation date but does not project the potential future liability of provisions adopted by a city. The Town, as well as the majority of cities participating in TMRS, has adopted the Updated Service Credit and Annuity Increases provisions on an annually repeating basis. These provisions are considered to be "committed" benefits (or likely to be guaranteed); as such, the TMRS Board has adopted the Projected Unit Credit (PUC) actuarial funding method, which facilitates advance funding for future updated service credits and annuity increases that are adopted on an annually repeating basis. At its December 8, 2007 meeting, the TMRS Board determined that the PUC method will be used for the actuarial valuation for the 2007 calendar year.

The Board also adopted a change in the amortization period from a 25-year "open" to a 25-year "closed" period. TMRS Board of Trustee rules provide that, whenever a change in actuarial assumptions or methods results in a contribution rate increase in an amount greater than 0.5%, the amortization period may be increased up to 30 years unless a city requests that the period remain at 25 years. For cities with repeating features, these changes will likely result in higher required contributions and lower funded ratios. To assist in this transition to higher rates, the Board approved an optional eight-year phase-in period, which would allow cities the opportunity to increase their contributions gradually to their full, or required contribution, rate.

Using demographic data from the 12/31/06 valuation, TMRS's actuary made calculations with the new actuarial assumptions. For cities with annually repeating benefits, those calculations resulted in estimated higher contribution rates, increased unfunded actuarial liabilities, and lower funded ratios. The Town adopted the Updated Service Credit provision in 1994, on a repeating basis. The Town also adopted annuity increases for its retirees on a repeating basis in 1994 equal to 70% of the change in the consumer price index. In a letter from TMRS dated February 1, 2008, the Town was informed of its estimated contributions for the 2009 calendar year under the various options described above. If the Town were to make no changes to its retirement plan, the full contribution rate for 2009 would be 20.49% of eligible payroll. This rate compares to the 2008 rate of 13.83%. If the Town were to elect to extend the amortization period to 30 years, the 2009 rate would be reduced to 19.61%. If the Town selected the eight-year phased option, the 2009 rate would be 14.55%. Finally, if the Town chose to drop the annually repeating benefits under the 30-year amortization period, the rate would drop to 11.52%.

Regardless the option selected by the Town, the impact of the changes in the actuarial funding method will be significant. The TMRS pension system is the backbone of the Town's retirement

plan offered to its employees and includes all full-time, permanent employees. Reductions to plan benefits could be detrimental to the Town's policy of hiring and retaining high-quality employees. However, maintaining the existing benefits could cost the Town as much as an additional \$1.1 million per year.

Considering the magnitude of the implications of any decision regarding the TMRS plan, staff would like to enlist the services of an independent actuary to verify TMRS's actuarial assumptions and provide the Town with analyses of the financial impact of the various options available to the Town. Because actuarial services can be prohibitively expensive for individual cities, a group of area finance directors approached the NCTCOG to facilitate the hiring of an actuary for the TMRS issue similar to the actuary services related to OPEB (other post-employment benefits) hired through NCTCOG last year. As a result of NCTCOG's efforts to "bundle" many cities for the TMRS engagement, the agency was able to obtain, at a discounted price, the services of GRS, a highly respected actuary that has also performed the OPEB studies for Addison and other cities.

**RECOMMENDATION:**

It is recommended Council authorize the city manager to enter into various agreements related to the performance of actuary services for the evaluation of the Town's TMRS pension plan.

Attachments:

- TMRS Interlocal Agreement
- GRS Master Agreement
- TMRS Non-Disclosure Agreement

**INTERLOCAL AGREEMENT  
FOR  
COOPERATIVE PURCHASING  
FOR**

**TMRS ACTUARIAL SHARED SERVICES**

THIS INTERLOCAL AGREEMENT (“Agreement”), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”), by and between the North Central Texas Council of Governments, hereinafter referred to as “NCTCOG,” having its principal place of business at 616 Six Flags Drive, Arlington, Texas 76011, and the Town of Addison, a local government, created and operated to provide one or more governmental functions and services, hereinafter referred to as “Participant,” having its principal place of business at 5300 Belt Line Road, .

**WITNESSETH**

**WHEREAS**, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

**WHEREAS**, NCTCOG has performed a procurement process for TMRS Actuarial Services for local municipalities; and each entity will contract directly for actuarial services with Gabriel Roeder Smith & Company (GRS); and

**WHEREAS**, NCTCOG’s Executive Board will approve a resolution authorizing the interlocal agreements for procurement of GRS actuarial services at its February 28, 2008 meeting;

**WHEREAS**, pursuant to the Act, NCTCOG is authorized to contract with eligible entities to perform governmental functions and services, including the development of a standard approach for acquiring actuarial services; and

**WHEREAS**, in reliance on such authority, NCTCOG has a cooperative purchasing program under which it performs procurement with eligible entities under the Act; and

**WHEREAS**, Participant has represented that it is an eligible entity under the Act, that by Administrative Action has authorized this Agreement this, the 11<sup>th</sup> day of February, March, and that it desires to participate in a cooperative purchasing effort based on the terms set forth below; and

**NOW, THEREFORE**, NCTCOG and the PARTICIPANT do hereby agree as follows:

**ARTICLE 1: LEGAL AUTHORITY**

The Participant represents and warrants to NCTCOG that (1) it is eligible to contract with NCTCOG under the Act because its a local government, as defined in the Act, and (2) it possesses adequate legal authority to enter into this Contract.

**ARTICLE 2: APPLICABLE LAWS**

NCTCOG and the Participant agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

**ARTICLE 3: WHOLE AGREEMENT**

This Agreement and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. The Agreement will be between Gabriel Roeder Smith & Company (GRS) and the contracting entity for services performed.

**ARTICLE 4: BILLINGS**

Billings will be generated for the Actuarial Shared Services through GRS based upon Administrative Fee of (\$100). NCTCOG and the Participant agrees that each will pay for all expenses associated with this Agreement for which it is responsible from then current revenues available to each entity.

**ARTICLE 5: CHANGES AND AMENDMENTS**

This Agreement may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

NCTCOG reserves the right to make changes in the scope of services offered through the Cooperative Purchasing Program to be performed hereunder.

**THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:**

*NOTE: Facsimile copies of this document will not be acceptable as ORIGINALS.*

\_\_\_\_\_  
Name of Participant (*local government, agency, or non-profit corporation*):

**Town of Addison**  
\_\_\_\_\_  
Mailing Address:

**P.O. Box 9010**  
**Addison, Texas 75001**  
\_\_\_\_\_

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

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

***North Central Texas Council of Governments***  
616 Six Flags Drive, Arlington, Texas 76011

\*By:  
\_\_\_\_\_  
Signature of Authorized Official

\*  
\_\_\_\_\_  
Typed Name of Authorized Official

\*  
\_\_\_\_\_  
Typed Title of Authorized Official  
Date

## MASTER AGREEMENT

Pursuant to the award of Joint Actuarial Services by the North Central Texas Council of Governments (NCTCOG), this agreement confirms the terms under which the Town of Addison hereinafter referred to as 'CONTRACTING GOVERNMENT' has engaged Gabriel, Roeder, Smith & Co. hereinafter referred to as "GRS" to perform actuarial consulting services. In as much as this relationship will involve several actuarial reviews and other services that will be governed by the Request for Proposal issued by NCTCOG on January 11, 2008 and our subsequent response to that proposal, we have agreed to establish this "master agreement" defining the general terms and conditions for all work performed.

This agreement will not, by itself, authorize the performance of any services. Rather specific services will be authorized through a separate engagement letter that references this master agreement and details the services to be provided and the timeframe and fees required. In the event of an inconsistency between this master agreement and an individual engagement letter, the master agreement will be followed.

As described in the above referenced Request for Proposal the following terms apply:

- A. **Tax Exempt Entities.** CONTRACTING GOVERNMENT is exempt from manufacturer's federal excise tax and states sales tax. Tax exemption certificates will be issued upon request.
- B. **Role of NCTCOG.** NCTCOG has served as a facilitator to the RFP and award process but the contractual relationship is between GRS and the CONTRACTING GOVERNMENT.
- D. **Fees.** GRS agrees to follow the attached pricing schedule ("Attachment A") for pricing of its services.
- I. **Review of Charges.** CONTRACTING GOVERNMENT has the right to review the supporting documentation for any hourly charges or out of pocket expenses assessed to the CONTRACTING GOVERNMENT under the fee schedule.
- J. **Termination.** Both CONTRACTING GOVERNMENT and GRS will have the right to terminate this agreement through written notice. CONTRACTING GOVERNMENT will pay any charges or prorate fees incurred to the date the termination notice is received and actuary will cease any in progress work unless specific stopping points are provided in the letter.

- K. **Work Product.** The final work product will be the property of the CONTRACTING GOVERNMENT to be used as stated in the specific engagement letter. Ancillary use of the product is permitted but GRS is not responsible for the reliability of those projections. It is understood that all reports are subject to the open records laws of the State of Texas and the contracting jurisdiction.
- L. **Independent Contractor.** All the services provided by GRS will be as an independent contractor. None of the terms in the engagement letter will be interpreted to create an agency or employment relationship.
- N. **Term.** The term of this master agreement will be governed by the afore referenced NCTCOG RFP and will expire on February 28, 2009.
- O. **Complete Agreement.** This letter combined with the specific engagement letter and as clarified by the RFP and Proposal set forth the entire agreement between the CONTRACTING GOVERNMENT and GRS.
- P. **Indemnification.** GRS covenants and agrees to indemnify and hold harmless and defend and does hereby indemnify, hold harmless, and defend NCTCOG and CONTRACTING GOVERNMENTS, its officers and employees, from and against any and all suits or claims for damages or injuries, including death, to persons or property, whether real or asserted, arising out of any negligent act or omission on the part of the contractor, its officers, agents, servants, employees, or subcontractors, and the contractor does hereby assume all liability for injuries, claims or suits for damages to persons, property, or whatever kind of character, whether real or asserted, occurring during or arising out of the performance of a contract as a result of any negligent act or omission on the part of the contractor, its officers, agents, servants, employees, or subcontractors to the extent permitted by law. Please review this master agreement letter and the attached schedules and indicate your acceptance by having an official of CONTRACTING GOVERNMENT sign below.
- Q. **Force Majeure.** A force majeure event shall be defined to include governmental decrees or restraints, acts of God (except that rain, wind, flood or other natural phenomena normally expected for the locality, shall not be construed as an act of God), work stoppages due to labor disputes or strikes, fires, explosions, epidemics, riots, war, rebellion, and sabotage. If a delay or failure of performance by either party to this contract results from the occurrence of a force majeure event, the delay shall be excused and the time fixed for completion of the work extended by a period equivalent to the time lost because of the event.
- R. **Professional Standards.** GRS will provide qualified personnel for each engagement and follow all professional standards ascribed by the American Academy of Actuaries and the Governmental Accounting Standards Board.

- S. **Administrative Fee.** GRS will assess as part of its first billing to each client covered by this agreement a one time Administrative Fee of \$100. This fee will compensate NCTCOG for the costs of administering this agreement and is due within a month of collection by GRS.
  
- T. **Confidential Information.** GRS agrees to be bound by the terms of the Non Disclosure Agreement between CONTRACTING GOVERNMENT and the Texas Municipal Retirement System, which is attached hereto as “Attachment B”, regarding the use and protection of confidential information, as defined in “Attachment B.”

GABRIEL, ROEDER, SMITH & CO.

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

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

Title: \_\_\_\_\_

CONTRACTING GOVERNMENT

By \_\_\_\_\_

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

Title: \_\_\_\_\_

## Attachment A

### Pricing of Services

	Governments by Total Participants (Active, Retired, Terminated)	Base Services including base valuation, full sensitivity analysis, up to 2 certifications and reconciliation to TMRS*	Cost Per Additional Option**	Hourly Rate for Additional Services by consultant level
1A	Less than 50	\$5,000	\$1,500/\$1,000/\$500	***See Below
1B	Between 50 and 100	\$7,000	\$1,500/\$1,000/\$500	***See Below
2	Between 101 and 250	\$10,000	\$1,500/\$1,000/\$500	***See Below
3	Between 251 and 500	\$11,000	\$1,500/\$1,000/\$500	***See Below
4	Between 501 and 1000	\$12,000	\$1,500/\$1,000/\$500	***See Below
5	Between 1001 and 2000	\$13,000	\$1,500/\$1,000/\$500	***See Below
6	Between 2001 and 4000	\$15,000	\$1,500/\$1,000/\$500	***See Below
7	Between 4001 and 6000	\$15,000	\$1,500/\$1,000/\$500	***See Below
8	Between 6001 and 8000	\$17,500	\$1,500/\$1,000/\$500	***See Below
9	Between 8001 and 10,000	\$17,500	\$1,500/\$1,000/\$500	***See Below
10	Over 10,000	\$17,500	\$1,500/\$1,000/\$500	***See Below

Actuarial firm agrees to assess and collect on behalf of NCTCOG a \$100 administrative fee to offset the costs associated with this RFP.

Pricing assumes 20% paid upon acceptance by the government of the engagement, 50% upon receipt of the matching audit report and 30% upon acceptance of the final report.

\* Base Services:

The Base Service Fee above includes the exhibit of the sensitivity analysis for all possible changes in the current TMRS structure on an individual basis; we propose to have this count as three (3) studies. Next, we will certify up to two (2) impact statements under the base structure, making a total of five (5).

The Base Service Fee includes two (2) meetings as described in the RFP. In addition, the Base Service Fee includes participation in the web portal with unlimited use. Up to two (2) hours of technical assistance will be provided over the telephone at no cost to



participating members. As previously discussed and proposed, webcasts will be used for training purposes.

For entities with 100 participants or less, the price still includes two (2) meetings with the entity but the quoted price is for telephone conference meetings only. The entities can still request in-person meeting(s), but these meetings will be billed separately as “additional meetings” as provided for in our Proposal. For project budgeting purposes, the proposed fee schedule for cities with more than 100 participants assumes two (2) in-person meetings. At the cities’ option, these meetings can be conducted as teleconferences, but this will not change our pricing schedule.

\*\* The following menu describes the cost per additional option:

- Provision currently available under TMRS, but:
  - Entity did not evaluate before hand: \$1,000, includes certification
  - Entity did evaluate and only needs certification: \$500
  - Entity runs impact statement in portal, no certification: \$0 and unlimited
- Standard provision but not currently available under TMRS, including impact statement and projection: \$1,500.
- Non-standard provisions will be billed either based on the time charges or based on a fixed fee determined before the beginning of the study.

\*\*\* Our hourly rates are based on job description. The hourly rates for this project are shown below:

<i>Class of Personnel*</i>	<i>Hourly Rates</i>
Senior Consultant	\$350
Consultants	\$275
Senior Analysts	\$200
Actuarial Analysts	\$150
Systems Analysts and Programmers	\$200
Administrative Support Staff	\$110

Travel charges: For the 2 meetings that are included in the Base Service Fee, GRS will invoice reasonable out of pocket expenses for meetings outside of the 100 mile radius described in the RFP. For additional meetings, no matter the location, GRS will invoice reasonable out of pocket expenses, plus 50% of the stated rates above for time while traveling.

**Texas Municipal Retirement System  
Non Disclosure Agreement**

This Non Disclosure Agreement (the "Agreement") is made on and effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between the City of \_\_\_\_\_, Texas, a Texas municipality ("City") and the Texas Municipal Retirement System ("TMRS").

**RECITALS**

**WHEREAS**, City is a municipality that participates in TMRS; and

**WHEREAS**, City has hired an actuarial firm to perform actuarial services which require City participant data from TMRS; and

**WHEREAS**, TMRS must protect the confidentiality of this participant data pursuant to Sections 552.101 and 855.115 of the Government Code; and

**WHEREAS**, TMRS may disclose such information pursuant to the terms and conditions herein;

\* \* \*

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge and confirm, the parties agree as follows:

1. For the purposes of this Agreement, "Confidential Information" shall mean only TMRS participant data which is subject to Section 855.115 of the Government Code, including, but not limited to, any information concerning an individual member, retiree, annuitant, or beneficiary, whether in electronic or written form provided by TMRS to any employee, officer, representative, contractor or agent of the City (each a "Receiving Party") during the term of this Agreement. Confidential information will not include any information which (i) is or becomes publicly available, (ii) is already in the City's possession and not otherwise subject to the confidentiality provisions of Section 855.115 of the Government Code; (iii) is or becomes available to the City on a non-confidential basis from a source other than TMRS, provided that such source is not known to be subject to any legal or contractual obligation to TMRS to keep such information confidential, or (iv) is independently developed by the City or on the City's behalf without violating any of City's obligations hereunder.
2. The City represents that any of its employees, officers, representatives, contractors or agents who will receive the Confidential Information, will, prior to receiving such information, sign and agree to be bound by language at least as restrictive as the language contained in this Agreement, regarding the use and protection of the Confidential Information.
3. The City or any Receiving Party agrees that all Confidential Information:
  - a. shall be maintained in accordance with Section 855.115 of the Government Code and in strict confidence by such Receiving Party except as required by an order of a court of competent jurisdiction or other legal process;
  - b. shall not be disclosed by the Receiving Party to any third party other than the employees or agents of such Receiving Party who have a need to know the information in connection with the purpose stated in the Recitals; and
  - c. shall return the Confidential Information to TMRS or destroy any and all originals and copies upon completion of the set task for which it is required or at the end of an appropriate record retention period.

4. The City or any Receiving Party shall not publish any report, press release, data or other information regarding or determined from such Confidential Information to the extent the report, press release, data or other information includes individual participant data in a form identifiable with a specific individual and whose release would be prohibited by Section 855.115 of the Government Code, unless otherwise required by law.

5. The parties agree that if a breach of this Agreement occurs by a Receiving Party, TMRS shall suffer irreparable harm and significant injury and loss to a degree which would be difficult to ascertain and which would not be fully compensable by damages alone, and that TMRS shall have the right to invoke the jurisdiction of the courts to seek immediate temporary or permanent injunctive relief, specific performance or other equitable relief, without bond, and without prejudice to any other rights and remedies available to TMRS.

6. This Agreement is to be construed and interpreted in accordance with the laws of the State of Texas without regard to its conflicts of laws provisions. It is agreed that venue shall be in the District Court of Travis County, Texas.

7. Each party represents that the person signing below has the requisite right and authority to execute this Agreement on behalf of its organization and to bind it to the provisions hereof. The parties further agree that this Agreement contains the entire understanding of the parties with respect to the subject matter hereof and that there are no other agreements or understandings with respect to the subject matter.

8. If any third person or entity requests or seeks to compel the City to disclose or produce any information provided to the City by TMRS under this Agreement which is subject to Section 855.115 of the Government Code, or claims an entitlement to any such information on the grounds that such information is alleged or claimed to be generally available to the public or to constitute in whole or in part a public record, document or report under applicable law, the City agrees to file a timely request for an opinion of the attorney general seeking to withhold the information under the Texas Public Information Act. In addition, the City agrees to use its best efforts to notify TMRS within two (2) business days of its receipt of such a request, but in no case later than is reasonably necessary to provide TMRS an adequate opportunity to request a legal opinion or to consent to or seek to prevent such disclosure through protective order or other appropriate remedy.

9. The parties agree that Chapter 2260, *Texas Government Code*, is applicable to this Agreement and the dispute resolution process provided for in Chapter 2260 will be used by TMRS and City to attempt to resolve any claim for breach of contract or other claim made by City that cannot be resolved in the ordinary course of business. The Executive Director of TMRS or his designee will examine the City's claim and any counterclaim and negotiate with City in an effort to resolve such claims. The parties specifically agree that (i) neither the execution of the Agreement by TMRS nor any other conduct, action or inaction of any representative of TMRS relating to the Agreement constitutes or is intended to constitute a waiver of TMRS' sovereign immunity to suit; and (ii) TMRS has not waived its right to seek redress in the courts or to a jury trial.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

CITY OF \_\_\_\_\_

**TEXAS MUNICIPAL RETIREMENT  
SYSTEM**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: Eric Henry

TITLE: \_\_\_\_\_

TITLE: EXECUTIVE DIRECTOR AND  
CHIEF INVESTMENT OFFICER

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Council Agenda Item: #R6**

**SUMMARY:**

Council authorization to release the 2007 Comprehensive Annual Financial Report (CAFR) is requested.

**FINANCIAL IMPACT:**

No Financial Impact

**BACKGROUND:**

Attached is the Town's 2007 Comprehensive Annual Financial Report (CAFR) that thoroughly describes the Town's financial condition as of September 30, 2007. Included with the CAFR is the independent Auditors' Report prepared by Weaver and Tidwell, LLP. The Auditors' Report reflects a "clean" opinion indicating the Town's finances are managed and reported in conformity with generally accepted accounting principles.

Also, please find the attached Auditors' Report to Management and the responses by Town staff.

We would also like to acknowledge the efforts of Jerry Gaither and Dale Jensen at Weaver and Tidwell. They were thorough in their audit and provided valuable assistance to the Town's accounting staff.

**RECOMMENDATION:**

Staff recommends that the Council authorize the release of the 2007 Comprehensive Annual Financial Report.

**MERITORIOUS EXCEPTION TO THE ADDISON SIGN ORDINANCE  
STAFF REPORT  
ME 2008-3**

Date: February 6, 2008  
Location of Request: 14280 Marsh Ln  
Business: Tom Thumb

Ordinance Requirement

Sec. 62-162 Premises Sign

(C) There shall be only one sign for each façade for each tenant.

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 2<sup>nd</sup> sign is to be located on the 1<sup>st</sup> 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: Denial.

STAFF:

  
Lynn Chandler, Building Official

Request

The applicant is requesting:

- Signs on the West façade as follows;
  1. A Starbucks Coffee sign with 14" letters approximately 22 sq ft in area.
  2. A Pharmacy sign with 30" letters and a Pestle and Mortar logo 39" in height approximately 47 sq ft in total area.
  3. An existing Tom Thumb sign approximately 200 sq ft in area.
  4. A Signature Cafe sign approximately 20 sq ft in area.

Variance

The ordinance allows:

1. Only one sign per façade per tenant with a maximum square footage of 100 sq ft. Letter and logo heights are limited to a maximum height of 16" with 50% of the letters or logos allowed to be a maximum of 20" in height.
2. ORD NO 094-018 allowed a Tom Thumb sign approximately 200 sq ft in area with letters 24" to 68" in height and a 32 sq ft Pharmacy sign and a 17 sq ft Food sign with letters 20" to 24" in height.

# 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: 02-05-08

Filing Fee: \$200.00

Applicant: S.C. COMPANIES (RON YEARY)

Address: 8214 WESTCHESTER Suite#: 850

DAUAS TX 75225  
City State Zip

Phone#: 214 343 4477 / Direct 214 365-4635  
Fax#: 214 340 1029

Status of Applicant: Owner \_\_\_\_\_ Tenant \_\_\_\_\_ Agent

Location where exception is requested:

14280 MARSH LANE, ADDISON, TX. 75234 - SIGNAGE ON THE BLDG FRONT ELEVATION

Reasons for Meritorious Exception:

At considerable expense, Randall's/Tom Thumb has begun a comprehensive remodel of their store that includes both an interior and exterior scope. The exterior scope includes updating the signage that is attached to the front elevation of the store - to a corporate standard designed by their parent company - Safeway. The signage change out will increase the sign square footage by 40 square feet. The remodel is being done to provide their customers a completely upgraded environment - new finishes, new lighting, new merchandise fixtures, etc. - which will enhance the entire customer experience - from arrival to departure. The exterior is no exception and as an anchor store at this shopping center, it is Tom Thumbs desire to provide its customers a noticeable updated exterior that will enhance the shopping center's appearance and its function within your community.

### 12 COPIES OF THE PROPOSED SIGN SHOWING:

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

Date Fees Paid \_\_\_\_\_ Check # \_\_\_\_\_ Receipt # \_\_\_\_\_



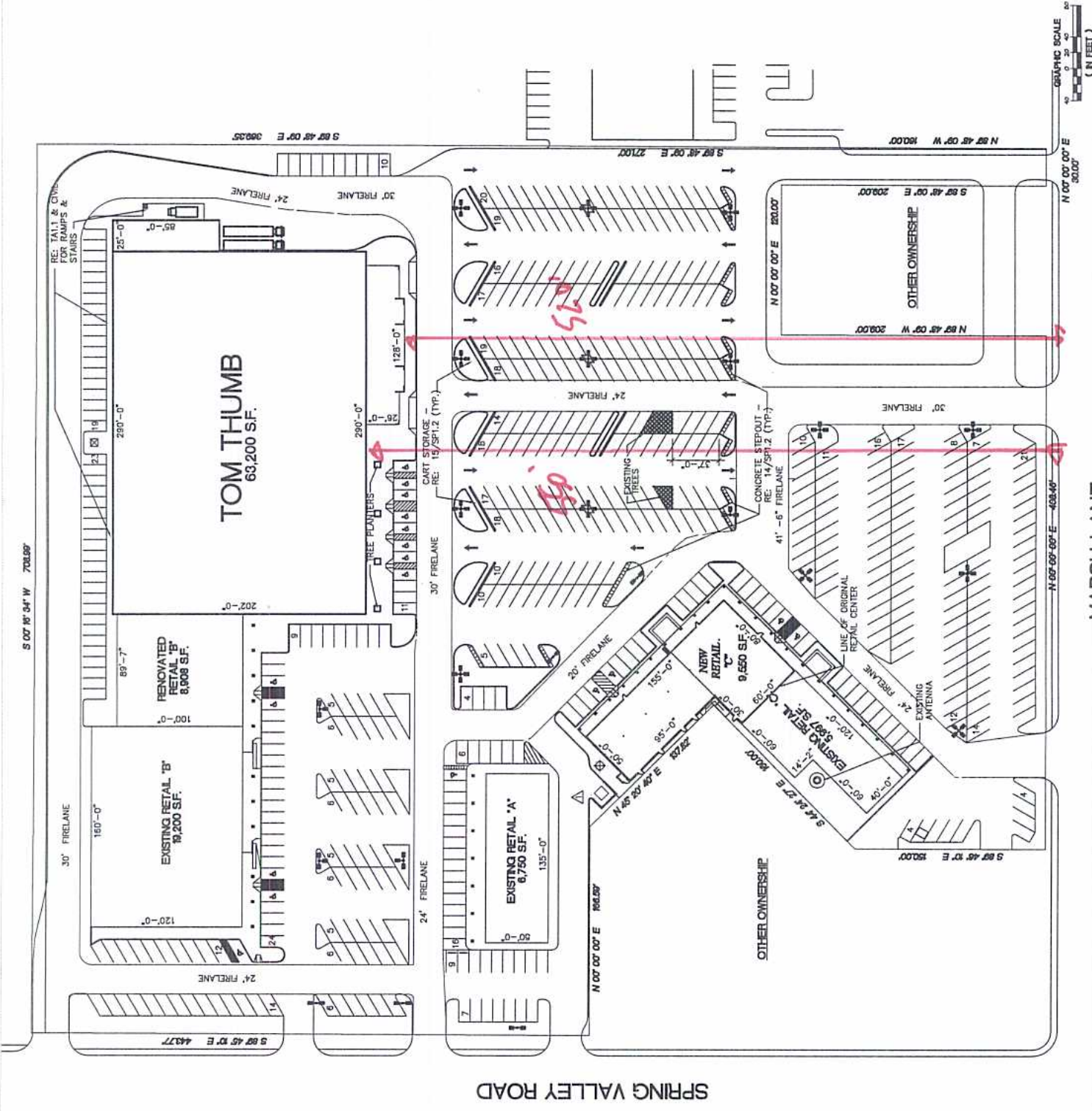
3000 TEXAS HIGHWAY 101, SUITE 100, DALLAS, TX 75243  
PH: 972.342.1100  
WWW.TOMTHUMB.COM



TOM THUMB STORE #2943  
ADDITION, TX 75234  
ACTIVITY D #20-24-000-000  
SPRING VALLEY & MARSH  
RANOLSTON TRAILS SHOPPING CENTER

NO.	DESCRIPTION	DATE

EXISTING SITE PLAN  
 SHEET NO. C105  
 DATE: 08/11/10  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]



S 00° 48' 34" W 705.95'

SPRING VALLEY ROAD



N 00° 00' 00" E 60.00'  
 N 88° 48' 09" W 150.00'  
 N 00° 00' 00" E 200.00'  
 N 88° 48' 09" E 208.00'  
 N 07° 00' 00" E 200.00'  
 N 08° 09' 00" E 408.46'  
 N 00° 00' 00" E 150.00'  
 N 00° 00' 00" E 160.00'

OTHER OWNERSHIP

OTHER OWNERSHIP

OTHER OWNERSHIP

EXISTING FREES

CONCRETE STEPOUT - RE: 14/SPI.2 (TYP.)

CART STORAGE - RE: 15/SPI.2 (TYP.)

TOM THUMB  
63,200 SF.

RENOVATED RETAIL 'B'  
8,908 SF.

EXISTING RETAIL 'B'  
19,200 SF.

EXISTING RETAIL 'A'  
6,750 SF.

NEW RETAIL 'C'  
9,550 SF.

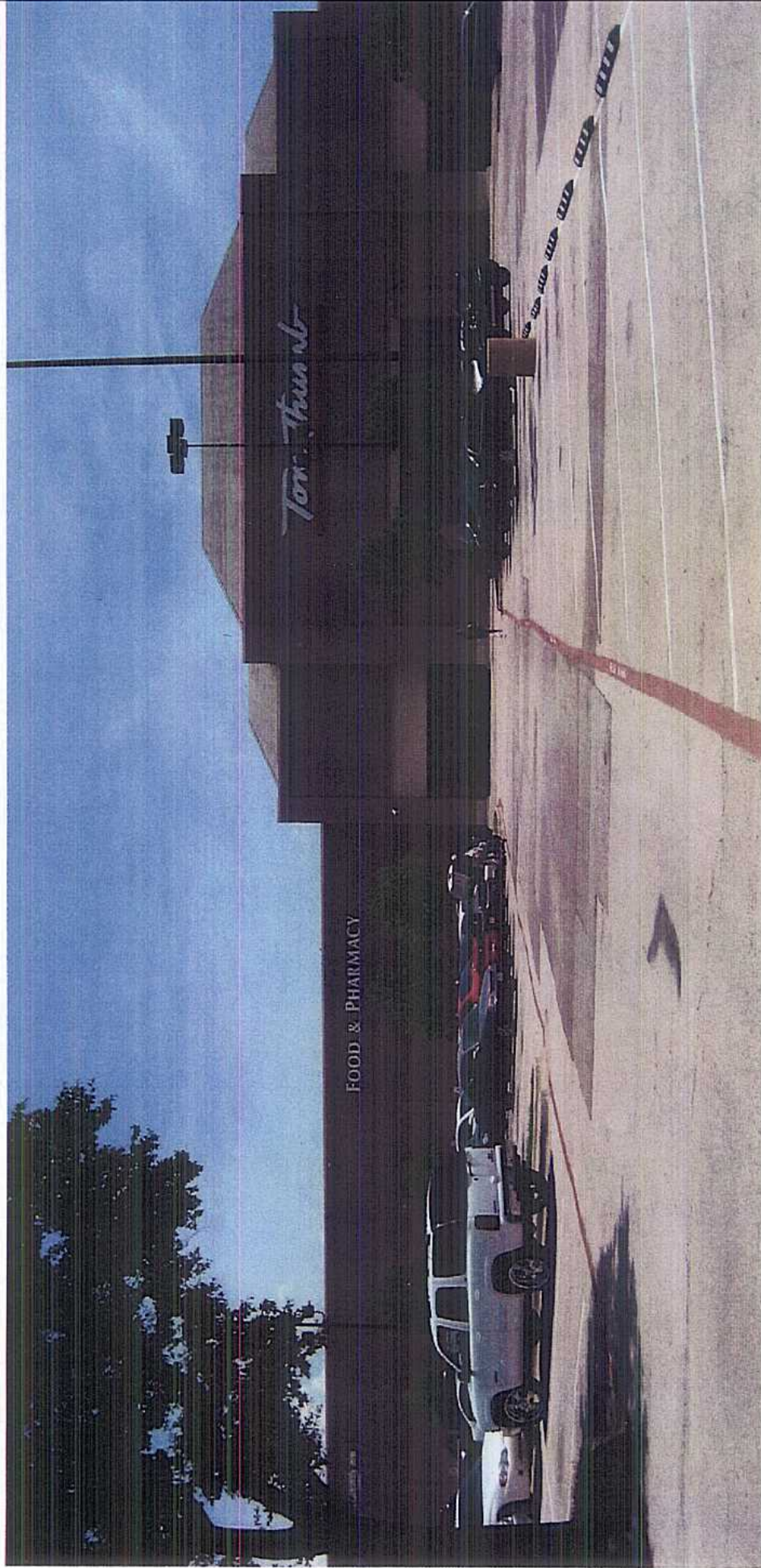
EXISTING RETAIL 'C'  
3,887 SF.

EXISTING ANTENNA

LINE OF ORIGINAL RETAIL CENTER

EXISTING ANTENNA

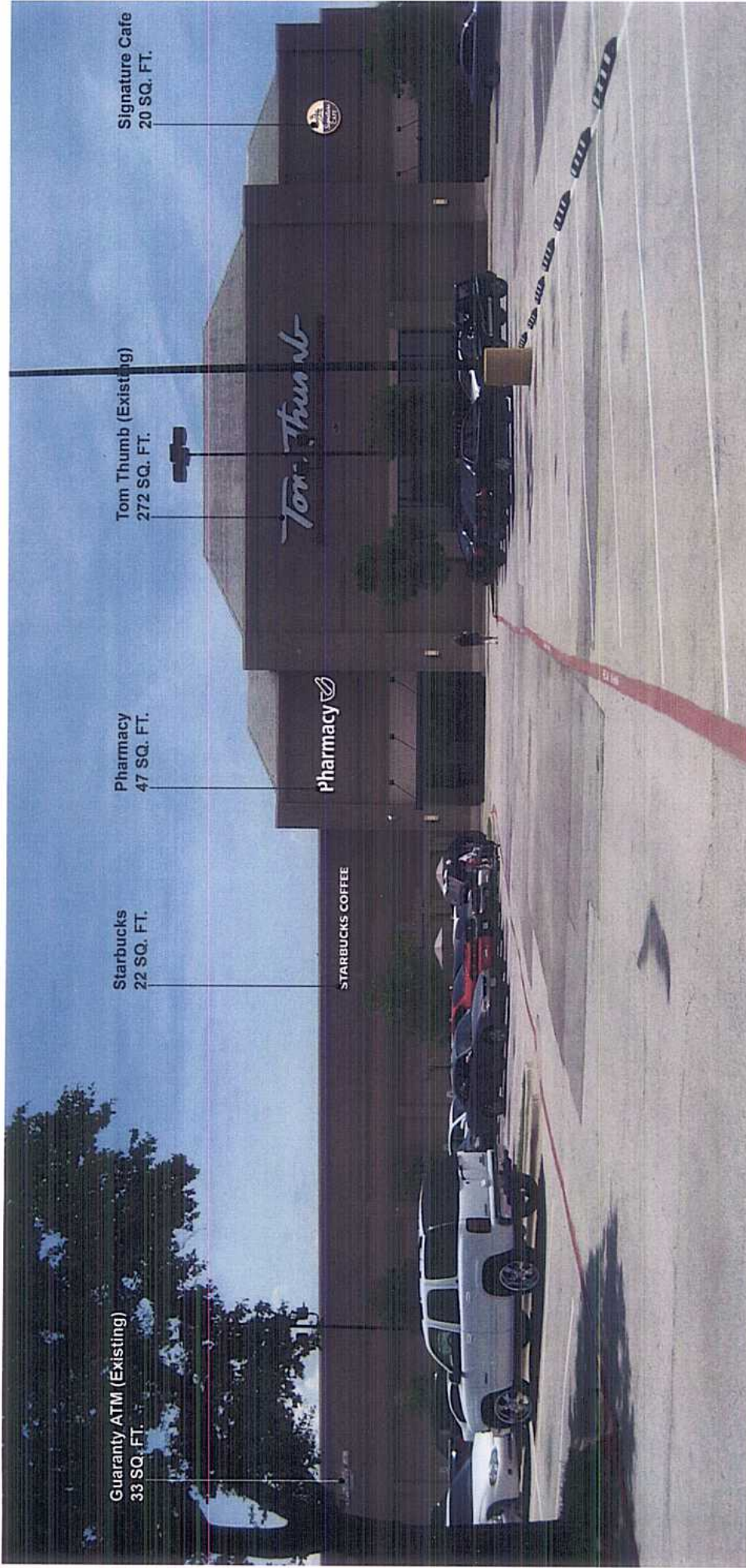
EXISTING ANTENNA



**Texas # 2643**  
**Existing Signage**



**TOTAL PROPOSED SIGNAGE:**  
**281,361 SQ. FT.**



**Store #2643 Addison, TX**

Store Design - Texas

Proposed Scheme "Lifestyle Core Plus"

October 9, 2007

**Legend: Paint Color Scheme**

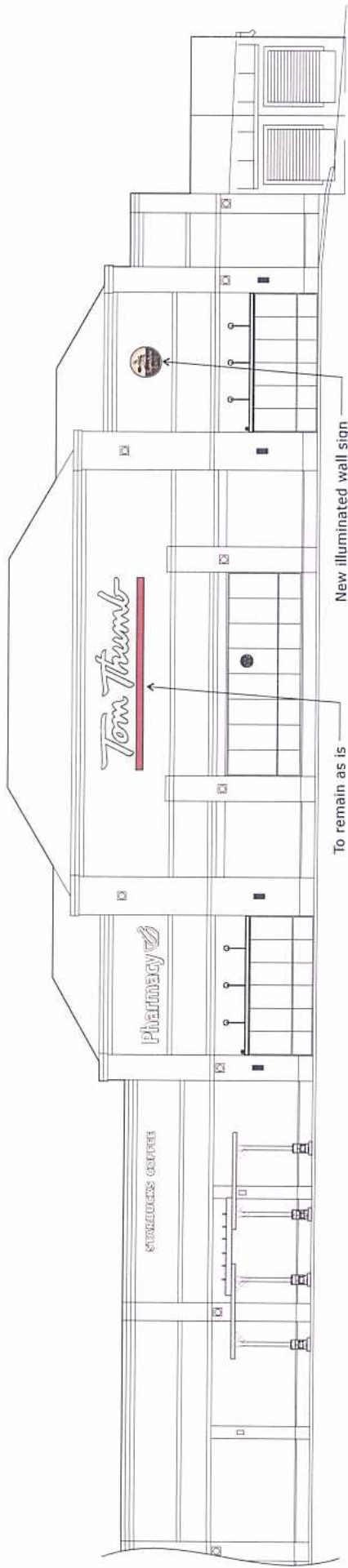
- 1** Gargoyle - BM 1546 (Benjamin Moore Paint)
- 2** Desert Gray - DEC760 with 25% darkener (Dunn Edwards)
- 3** Bungalow Taupe - DE 6172 (Dunn Edwards Paint)
- 4** Grant Beige - BM HC-83 (Benjamin Moore Paint)

- 5** Black - DEA 187 (Dunn Edwards Paint)
- 6** Stone Dry stacked natural ledgerstone (thin veneer)

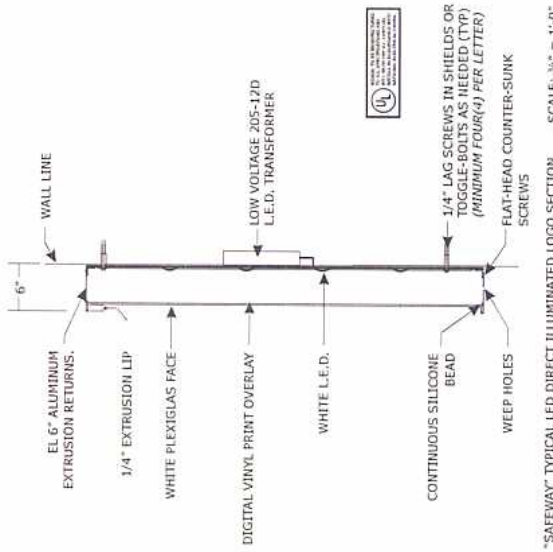
**Notes**

- 60" Signature Cafe Sign
- 30" Pharmacy Sign
- Existing Starbucks disc to remain
- 14" In-Line white Starbucks Coffee
- Existing Bank Sign to remain
- Install Outdoor Merchandisers per plan
- Install two light sconces at entry for a total of four sconces





**COLOR & MATERIAL SCHEDULE**  
**CABINET:** 6" DEEP FABRICATED EXTRUSION CABINET PAINTED TO MATCH PANTONE BLACK 5C.  
**FACE:** WHITE ACRYLIC FACE WITH TRANSLUCENT DIGITAL VINYL PRINT.  
**ILLUMINATION:** WHITE L.E.D. DIRECT ILLUMINATION.  
**ATTACHMENT:** MOUNTED FLUSH TO FASCIA.  
**ALWAYS VERIFY BEFORE MFG.**



SCALE: 1/2" = 1'-0"

"SIGNATURE CAFE" DIRECT ILLUMINATED CABINET



**Corporate Office**  
 7630 Hansen  
 Houston, TX 77061  
 713.943.1832  
 713.943.9771 [fax]  
 www.statesign.com

**Branch Office**  
 3400 South Hwy 87  
 Orange, TX 77630  
 409.735.5553  
 409.735.9124 [fax]

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- Permit (x2)
- Shop File
- Vpn Dept
- Routing
- Channel Ltr
- Cabinets
- Neon
- Sign Dept
- Elect Dept
- Install File
- Plex/Flex
- Installation
- Purchasing

**Work Order**

N/A

W/O Date: n/a  
 Designer: LaBonville  
 File: s:\...12643-Remodel.cdr

**Drawing No.** 07.5920

Date: 12/10/07

Revised: n/a

Sales Rep: Danny Zoch

**Job Location**

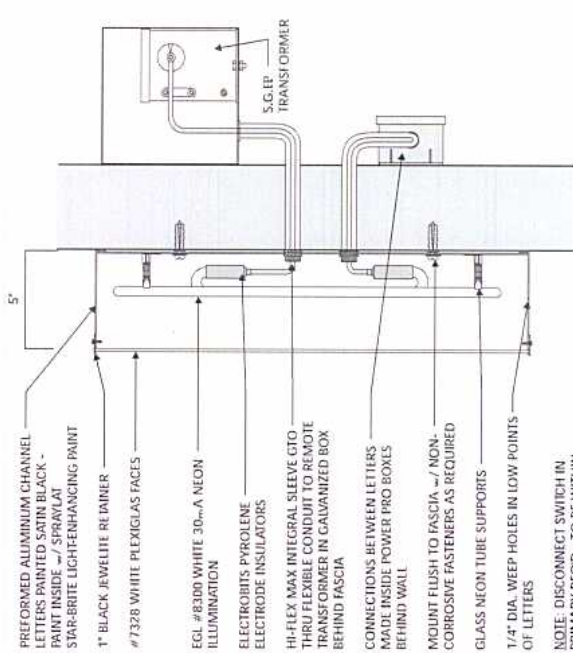
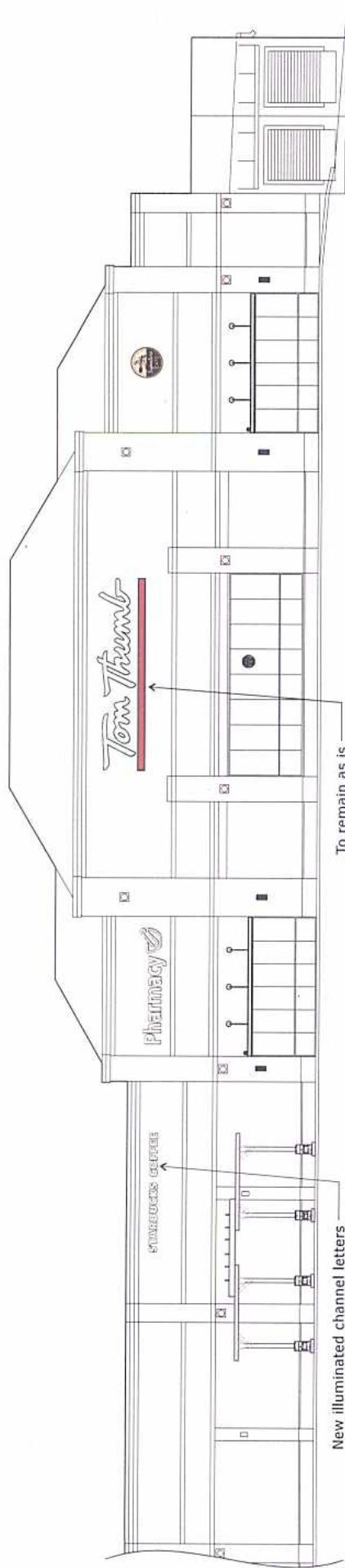
Street

City, State

**Randalls #2643**

14280 Marsh Lane

Address, TX 75234



LETTER SECTION



CHANNEL LETTER DISPLAY

1/2" = 1'-0"

© 2007 State Sign Corp.

<b>Job Location</b>	<b>Randalls #2643</b>
<b>Street</b>	<b>14280 Marsh Lane</b>
<b>City, State</b>	<b>Addison, TX 75234</b>
<b>Drawing No.</b>	<b>07.5920</b>
<b>Date:</b>	<b>12/10/07</b>
<b>Revised:</b>	<b>n/a</b>
<b>Sales Rep:</b>	<b>Danny Zoch</b>

<b>Work Order</b>	<b>N/A</b>
<b>WO Date:</b>	<b>n/a</b>
<b>Designer:</b>	<b>LaBonville</b>
<b>File:</b>	<b>s:\...12643-Remodel.cdr</b>

- Permit (x2)
- Shop File
- Art Dept
- Copying
- Pex/Flex
- Channel Ltr
- Cabinets
- Neon
- Paint Dept
- Steel
- Sign File
- Installation
- Purchasing

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**Corporate Office**  
7630 Hansen  
Houston, TX 77061  
713.943.1832 [tel] 409.735.5553 [tel]  
713.943.9771 [fax] 409.735.9124 [fax]  
[www.statesign.com](http://www.statesign.com)

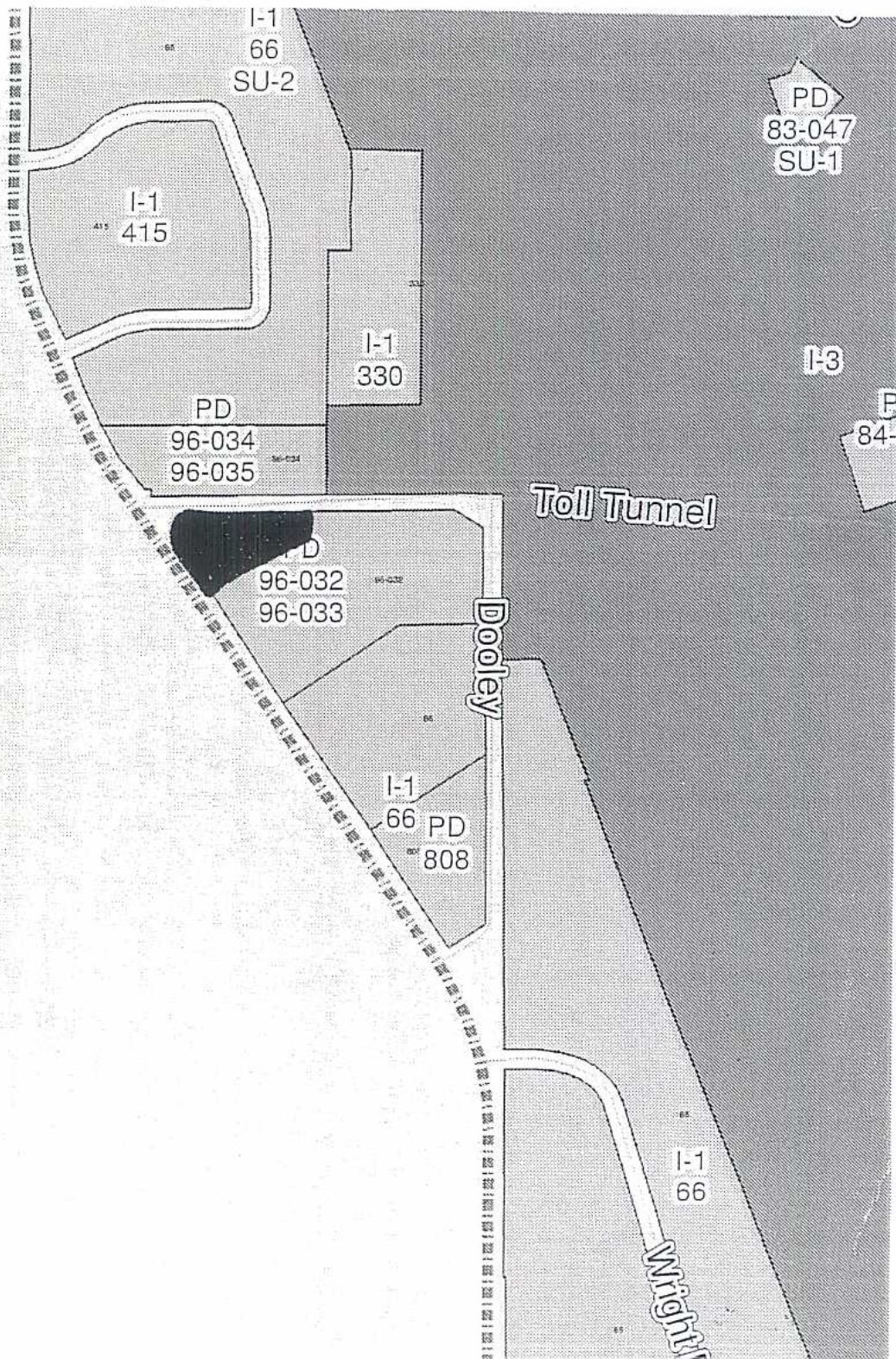
**Branch Office**  
3400 South Hwy 87  
Orange, TX 77630  
409.735.5553 [tel]  
409.735.9124 [fax]

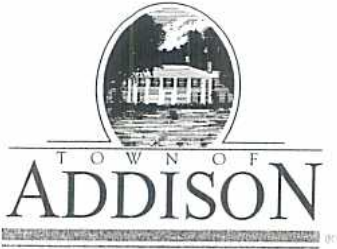
**EST. 1956**

**STATE SIGN**

# FINAL PLAT/Thomas Developments Addition

FINAL 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.





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

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

February 21, 2008

STAFF REPORT

RE: FINAL 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 final plat

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

DISCUSSION:

Background. The preliminary plat for this tract was approved by the Planning and Zoning Commission on January 24, 2008 and the City Council on February 12, 2008.

The Public Works Department reviewed the proposed preliminary plat and required the following changes and corrections:

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:

All changes and corrections on the preliminary plat were made. Staff recommends approval of the Final Plat subject to no conditions

Respectfully submitted,

A handwritten signature in black ink, appearing to read "CMORAN". The letters are stylized and connected, with a large initial "C" and "M".

Carmen Moran  
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on February 28, 2008, voted to recommend approval of the final plat for Thomas Developments Addition, subject to no conditions.

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



## Carmen Moran

---

**From:** Clay Barnett  
**Sent:** Thursday, February 21, 2008 11:55 AM  
**To:** Carmen Moran  
**Subject:** Thomas Developments

Carmen,

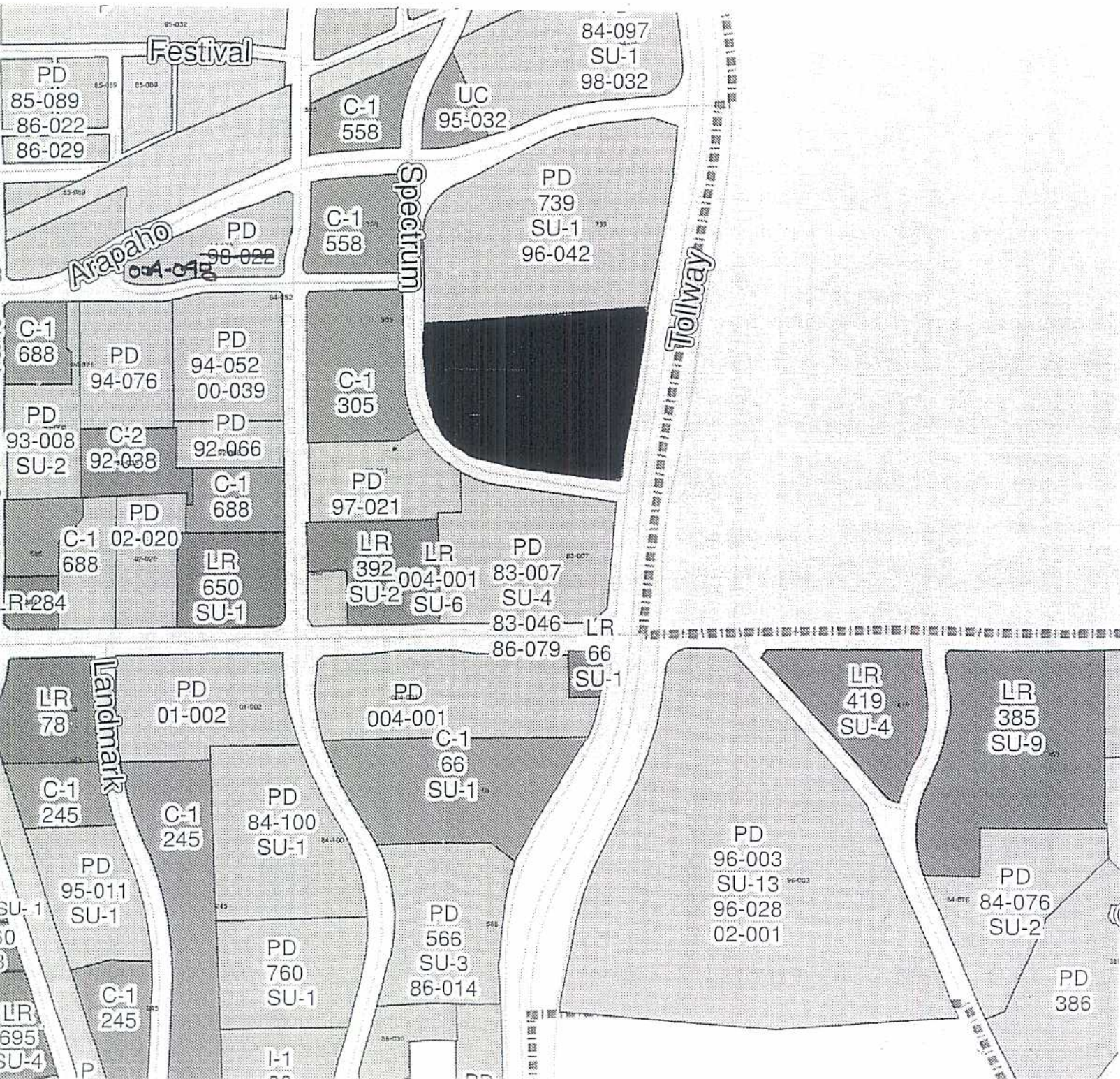
All plat comments have been addressed. However, all comments on the construction documents must be address and the plans approved prior to issuance of a permit for construction.

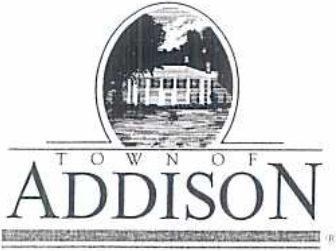
If you have any questions, please let me know.

Thanks,  
Clay Barnett, P.E.  
Assistant Town Engineer  
Town of Addison  
16801 Westgrove Drive  
Addison, TX 75001-2818  
Office: (972) 450-2857

# 1553-Z

Case 1553-Z/Hotel Intercontinental. Requesting approval of an ordinance amending an existing Planned Development ordinance (Ordinance #601) in order to revise conditions for parking requirements and building height, located at the Hotel Intercontinental, 15201 Dallas Parkway, on application from Sunshine Holdings I Corp, (DBA Hotel Intercontinental), represented by Mr. Kirk Williams of Winstead PC.





February 21, 2008

STAFF REPORT

RE: Case 1553-Z/Hotel Intercontinental

LOCATION: 15201 Dallas Parkway

REQUEST: Approval of an Ordinance amending  
An existing Planned Development  
Ordinance (Ordinance 601, in order  
To revise conditions for parking  
Requirements and building height

APPLICANT: Sunshine Holdings I Corp., dba  
Hotel Intercontinental, represented  
by Mr. Kirk Williams, Winstead PC

DISCUSSION:

Background. The Hotel Intercontinental is located at 15201 Dallas Parkway. The hotel originally opened as The Registry Hotel in 1983. It was approved through a Planned Development District, Ordinance #601, by the Addison City Council on July 15, 1980. The hotel operated as The Registry until 1988 when it changed to The Grand Kempinski. Then in 1997 it changed to the Hotel Intercontinental and is currently operated under that name.

Recently the hotel owner sought to refinance the hotel. Any time a property is refinanced, the lenders' attorneys review the zoning documents to make sure the property is still compliant with all zoning regulations. When the attorneys reviewed the PD for this hotel, they were troubled by the standards for parking and building height. The applicant would like to propose changes to two sections of the original PD ordinance. An applicant's statement explaining the requested changes, two versions of proposed language, and a table displaying the square footage of all assembly areas is attached.

Parking. As stated earlier, the original hotel was approved through a PD ordinance. In 1980 the Town was not very experienced with writing PD ordinances, and when the staff reviews older ordinances, there are often things about them that we would handle differently today. This particular ordinance had a complex method for calculating the parking. Page 4 of the ordinance (attached) specified parking as follows:

6. All hotel or motel facilities shall provide off-street parking at the following ratios:
  - a. One space per each guest room;
  - b. One space per each 100 square feet of net floor area in meeting areas
  - c. One space per each 100 square feet of net floor area in dining rooms and cocktail lounges;
  - d. No spaces required for sundries shop;
  - e. One space per each employee for the first 20%
  - f. No spaces required for malls, atriums, patios, lobbies, or circulation areas.

There are several difficulties with a calculation method this detailed. The city staff and the hotel operator are put in the position of determining gross and net for meeting areas and dining rooms and cocktail lounges. The staff has no way of knowing the criteria for determining what is gross and what is net. They it must determine which areas are dining rooms and which cocktail lounges. In a hotel, the same space can be used a variety of ways. In addition, the hotel must provide spaces "per each employee for the first 20%." Staff is not sure what "for the first 20% means." The situation would be further complicated because the number of employees a hotel has actually employed changes almost hourly.

If this same hotel were to come through our zoning process today, the staff would recommend one space per room and one space per 300 square feet for all meeting space. There would not be any parking required for restaurants and cocktail lounges because those facilities are almost always patronized by people who are staying at the hotel or attending a meeting at the hotel. This hotel currently has 529 rooms and 93,292 square feet of meeting space. The rooms would require 529 spaces and the meeting space would require 311 spaces, which would cause the project as a whole to require 840 spaces. The site currently provides 860 spaces.

Building Height. Page 3 of Ordinance 601 states:

3. No structure shall exceed 117 feet in total height (or as approved by FAA) including mechanical penthouses, antennas, etc.

According to our permit set of plans, the current hotel appears to be 163 feet tall (height includes a six-foot antenna currently on top of the hotel). That height is measured from the finished floor of the lobby. The Addison Airport and FAA measure all building heights in feet above mean sea level. According to the airport's Part 77 regulations, the approved height for this location is 790 feet above mean sea level. The present hotel building height is 784 feet above mean sea level. The applicant has requested an allowed height of 200 feet, but that allowed height would intrude into the Part 77 protected air space. Therefore, the staff recommends the allowed height be set at 790 feet above mean sea level.

**RECOMMENDATION:**

Staff recommends approval of an ordinance amending PD Ordinance 601 as follows:

Amendment to Section 3:

No structure shall exceed a height of 790 feet above mean sea level.

Amendment to Section 6:

All hotel or motel facilities shall provide off-street parking at the following ratios:

- a. one space per each guest room;
- b. one space per each 300 square feet of floor area of banquet and meeting space
- c. no spaces required for malls, atriums, patios, lobbies, circulation areas, incidental retail establishments, bars or restaurants.

Respectfully submitted,



Carmen Moran  
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on February 28, 2008, voted to recommend approval of the request for an amendment to the existing Planned Development ordinance, #610, as follows:

Amendment to Section 3:

No structure shall exceed a height of 790 feet above mean sea level.

Amendment to Section 6:

All hotel or motel facilities shall provide off-street parking at the following ratios:

- a. one space per each guest room;
- b. one space per each 300 square feet of floor area of banquet and meeting space
- c. no spaces required for malls, atriums, patios, lobbies, circulation areas, incidental retail establishments, bars or restaurants.

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

Voting Nay: None

Absent: None

### Applicant's Statement

The Intercontinental Hotel is currently fully constructed and operational. The purpose of this application is to address the height and parking requirements contained in the current planned development district on the property, PD No. 13.

Included with the application is a table displaying the square footage of all banquet and meeting areas in the hotel as well as incidental retail and restaurant uses. We are requesting that required parking be determined for this hotel using the same standards applicable to other hotels in Addison.

The existing height provision provides a maximum height that can be surpassed as long as the hotel has approval from the Federal Aviation Administration (FAA). As another part of this application, we are requesting an amendment to the height land regulations contained in PD No. 13 as well. The FAA regulations are applicable to the hotel whether or not they are mentioned in the PD conditions, and the hotel is currently taller than 117 feet. Thus, we are proposing that the reference to the FAA be removed and the maximum height for the hotel be set at a point that fully encompasses the existing structure with a few feet of flexibility in case new storage or mechanical elements are ever added to the roof.

For convenience, we have included four items with this application that are not normally required in a zoning application in the town of Addison: (1) this explanatory applicant's statement; (2) a "clean" exhibit displaying our requested changes to the conditions of PD No. 13; (3) a "blackline" document displaying our requested changes to PD No. 13; and (4) a table displaying the square footage of all meeting spaces, banquet rooms, and incidental restaurant/retail areas in the existing hotel.

In summary, this zoning request is for amendments to condition number 3 and number 6 of PD No. 13 in order to address height and parking issues for the existing Intercontinental Hotel.

### Clean Version of Requested Changes to PD Conditions

3. No structure shall exceed 200 feet in total height including mechanical penthouses, antennas, etc.
  
6. All hotel or motel facilities shall provide off-street parking at the following ratios:
  - a. One space per each guest room;
  - b. One space per each 300 square feet of floor area of banquet and meeting space.
  - c. No spaces required for malls, atriums, patios, lobbies, circulation areas, incidental retail establishments, bars, or restaurants;



**Blackline of Proposed Revisions to PD Conditions**

3. No structure shall exceed ~~117~~200 feet in total height ~~(or as approved by FAA)~~ —  
including mechanical penthouses, antennas, etc.
6. All hotel or motel facilities shall provide off-street parking at the following ratios:
- a. One space per each guest room;
  - b. One space per each ~~100~~300 square feet of net-floor area ~~in of~~  
banquet and meeting ~~areas; space.~~
  - c. ~~One space per each 100 square feet of net floor area in dining~~ —  
~~rooms and cocktail lounges;~~
  - d. ~~No spaces required for sundries shop;~~
  - e. ~~One space per each employee for the first 20%;~~
  - f. ~~No spaces required for malls, atriums, patios, lobbies, or~~  
circulation areas, incidental retail establishments, bars, or  
restaurants;



INTERCONTINENTAL  
DALLAS

Banquet and Meeting Space	Sq. Ft.
Crystal Ballroom	25,400
Crystal Ballroom Foyer	10,000
Hamilton	450
Lalique Ballroom	4,560
Lalique Ballroom Foyer	2,000
Waterford	1,100
Colonnade	1,100
Spectrum	1,100
Baccarat	560
Steuben	560
Malachite Showroom	10,000
Malachite Boardroom	400
Garden Court	14,055
Le Gala	3,038
La Corniche	1,080
Bel-Air	4,680
Mayfair	1,189
Kempi's	9,620
Savoy	374
Cosmopolitan	500
Metroplex	500
Addison	1,026
Total Banquet and Meeting Space	93,292
Total Guestrooms	529

ORDINANCE NO. 601

AN ORDINANCE OF THE CITY OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE NO. 66 OF THE CITY OF ADDISON, TEXAS AS HERETOFORE AMENDED, SO AS TO CHANGE THE HEREINAFTER DESCRIBED PROPERTY LOCATED NORTH OF BELT LINE AND WEST OF DALLAS PARKWAY AND CONTAINING 11.020 ACRES OF LAND PRESENTLY ZONED "C" COMMERCIAL TO "PD" PLANNED DEVELOPMENT NO. 13 SHALL BE GRANTED WITH REFERENCE TO THE HEREIN DESCRIBED PROPERTY SUBJECT, HOWEVER, TO THE SPECIAL CONDITIONS HEREINAFTER MORE FULLY EXPRESSED; PROVIDING FOR A PENALTY NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS (\$200.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

WHEREAS, the City Zoning Commission of the City of Addison, Texas, and the City Council of the City of Addison, Texas, in compliance with the laws of the State of Texas with reference to the granting of zoning changes under the zoning ordinance and zoning map, have given requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the area, the City of Addison, Texas, is of the opinion that said change of zoning on application of Registry Hotel, Case #510, should be granted and the Comprehensive Zoning Ordinance should be amended in the exercise of its legislative direction:

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

SECTION 1. That the Comprehensive Zoning Ordinance No. 66

of the City of Addison, Texas, be, and the same is hereby amended, so as to give the hereinafter described property the following zoning district classification, to-wit: Planned Development District No.

13. Said property being in the City of Addison, Dallas County, Texas, and being described as follows:

A 11.020 acre tract of land out of the G. W. Fisher Survey, Abstract No. 482 and being part of a 104.05 acre tract described as the First Tract in deed, recorded in Volume 2465, Page 413 of the deed records of Dallas County, Texas on March 24, 1944, said part being more particularly described as follows:

BEGINNING at a point, said point being the intersection point of the north right-of-way line of Quorum Loop North (80' R.O.W.) and the west right-of-way line of Dallas Parkway (200' R.O.W.);

THENCE N 80° 40' 39" W, along the north right-of-way line of said Quorum Loop North, for a distance of 470.93 feet to the point of a curvature of a curve to the right whose delta is 80° 15' 39" and whose radius is 335.20 feet;

THENCE, along said curve to the right, for a distance of 469.55 feet to the point of tangency of said curve;

THENCE N 0° 25' 00" W for a distance of 232.50 feet to a point for corner;

THENCE N 85° 50' 54" E for a distance of 884.52 feet to a point for corner, said point being located in the west right-of-way of said Dallas Parkway;

THENCE S 10° 56' 00" W, along the west right-of-way of Dallas Parkway, for a distance of 663.79 feet to a point, said point being the point of curvature of a curve to the left whose delta is 01° 12' 11" and whose radius is 2391.86 feet;

THENCE Southerly, along said curve, for a distance of 50.22 feet to the POINT OF BEGINNING;

CONTAINING 480,009.96 square feet of 11.020 acres of land.

SECTION 2. In the hereinabove described land or building, no land shall be used, erected or converted to any use other than:

1. Office
2. Hotel (including related restaurants, alcoholic beverage sales, and retail sales facilities);
3. General Retail;
4. Restaurant (including related alcoholic beverage sales for on-premises consumption);
5. Surface parking to meet off-street parking requirements;
6. Parking structure to meet off-street parking requirements
7. Access, utility, and drainage easements;
8. Accessory buildings, equipment, and uses customarily incident to the above uses;

SECTION 3. The following special conditions are placed upon the above described property:

1. No structure of any kind, and no part thereof shall be placed within the following set back lines:
  - a. 125 feet from the center line of Dallas Parkway (a 120 foot right-of-way);
  - b. 25 feet from major access drive;
  - c. Minimum 10 feet side yard set-back;
  - d. Minimum 10 feet rear yard set-back;
2. The following improvements are expressly excluded from the set-back restrictions:
  - a. Structures below and covered by ground;
  - b. Steps, walks, driveways, parking areas, and curbing;
  - c. Planters, walls, fences or hedges not to exceed 4 feet in height;
  - d. Landscaping and landscape features;
  - e. Guardhouses;
  - f. Exterior lighting sources;
3. No structure shall exceed 117 feet in total height (or as approved by FAA) including mechanical penthouses, antennas, etc.
4. Maximum land coverage for any use shall be 50% (first floor of building).

5. All office facilities shall provide off-street parking at a ratio of one (1) space for each 300 square feet of net floor area. The net floor area shall be defined as the gross floor area less vertical air shafts, elevator shafts, stairwells, mechanical rooms, electrical and telephone rooms, and storage rooms.

6. All hotel or motel facilities shall provide off-street parking at the following ratios:

- a. One space per each guest room;
- b. One space per each 100 square feet of net floor area in meeting areas;
- c. One space per each 100 square feet of net floor area in dining rooms and cocktail lounges;
- d. No spaces required for sundries shop;
- e. One space per each employee for the first 20%;
- f. No spaces required for malls, atriums, patios, lobbies, or circulation areas;

7. All general retail facilities (exclusive of facilities within a hotel or motel) shall provide off-street parking at a ratio of one space per each 200 square feet of floor area.

8. All restaurants shall provide off-street parking at a ratio of one space per each 100 square feet of floor area (exclusive of facilities within a hotel or motel).

9. All driveways, parking area, access easements, and walkways shall be illuminated.

10. All exterior lighting sources shall be placed and reflected in such a manner so as not to create annoyances, nuisances, or hazards.

11. All building sides must be faced with face brick, stone, concrete, aluminum, glass, or with similar quality face materials.

12. Wood frame construction of exterior walls shall be prohibited.

13. All utilities (public and private) shall be underground.

14. Mechanical equipment shall be constructed, located, and screened so as not to interfere with the peace, comfort, and repose of the occupants of any adjoining building.

15. All refuse and refuse containers shall be screened from the view of all public streets adjacent to the property to be a solid fence or wall of at least six (6) feet in height.

16. Landscaping shall be required on all sites contemporaneously with completion of other improvements, but in no extent later than 180 days after first occupancy or completion of buildings, which ever shall first occur.

17. Provide automatic underground sprinkling systems for all landscaped areas.

18. Shall not obstruct sight lines at street or driveway intersections.

19. Owners and occupants (including lessees) of any part of the properties shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that part of the properties so owned or occupied, including buildings, improvements and grounds in connection therewith, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to the following:

- a. Prompt removal of all litter, trash, refuse and wastes;
- b. Lawn mowing;
- c. Tree and shrub pruning;

- d. Watering;
- e. Keeping exterior lighting and mechanical facilities in working order;
- f. Keeping lawn and garden areas alive, free of weeds, and attractive;
- g. Keeping parking areas, driveways, and roads in good repair;
- h. Striping of parking areas and repainting of improvements;
- i. Repair of exterior damages to improvements;
- j. Provide and maintain driveway marking and striping as required for fire lanes by the Addison Fire Department;

SECTION 4. All paved areas, permanent drives, streets and drainage structure shall be constructed in accordance with standard City of Addison specifications adopted for such purpose, and the same shall be done to the satisfaction of the Director of Public Works.

SECTION 5. This Planned Development District is established pursuant to the Comprehensive Zoning Ordinance of the City of Addison as amended, and the provisions thereof unless directly conflict herewith, shall be applicable to the Planned Development District No. 12.

SECTION 6. That all ordinances of the City in conflict with the provisions of this Ordinance be, and the same are hereby repealed, and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 7. That should any paragraph, sentence, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision




thereof other than the part so decided to be invalid, illegal, or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 8. That any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Hundred Dollars (\$200.00) for each offense and that each day such violation shall continue to exist shall constitute a separate offense.

SECTION 9. Whereas, the above described property requires that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort and general welfare of the City and creates an urgency and an emergency for the preservation of the public health, safety, and welfare and requires that this ordinance shall take effect immediately from and after its passage and publication of the caption as the law in such cases provides.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ADDISON, TEXAS, this the 15 day of July, 1980.

  
\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
CITY SECRETARY

## Council Agenda Item: #R10

### SUMMARY:

Staff is requesting approval of an Ordinance amending Appendix A of the Code of Ordinances (The Comprehensive Zoning Ordinance), Article XXI, Landscaping Regulations, by amending Sections 1-13.

### BACKGROUND:

Staff is recommending revisions to address the following areas:

- Water conservation and sustainable landscaping
- Landscape design goals and criteria
- Tree and shrub spacing
- Use of ornamental trees
- Planting under or near overhead power lines
- Revised tree specie guidelines
- Tree removal, replacement, and mitigation requirements
- Tree removal permitting requirements
- Updated landscape plant and pruning guidelines
- Grass clipping discharge and leaf blowing requirements
- Revised Planned Development District requirements

The proposed amended regulations are attached, which show all new revisions in blue copy and deletions in blue struck-out copy. The highlighted "Revision Justification" section at the end of various sections gives the reasoning behind the revision or deletion. Additionally, staff included revisions based on the Council's recommendations at the February 26, 2008 Work Session. These include requiring permitting and tree replacement requirements for removal of trees within the right-of-way, and leaf/grass blowing requirements for single family and duplex sites. Language was also added to require tree replacements to be done on a caliper inch for caliper inch basis. The last revision was to require Council's approval for payment to the town for the cost of mitigated trees. This was based on the Director of Park's approval, but it was revised to require Council approval.

One of the primary goals for updating the regulations is to provide a more reasonable tree spacing requirement along public and private streets to avoid visibility problems. This has been a particular problem along Belt Line Road where trees planted at twenty foot spacing block views to business signs and store fronts.

Another significant addition includes specific guidelines for review and approval of tree removals, which will includes a permit process to help prevent random unapproved tree removals.

### RECOMMENDATION:

The Planning and Zoning Commission approved the amendments at the January 24, 2008 Planning and Zoning Commission Public Hearing. The revisions have been reviewed and approved by the City Attorney; therefore, staff recommends approval.

# ARTICLE XXI. LANDSCAPING REGULATIONS

## Section 1. Purpose

### A. The purpose of Article XXI is to provide landscape elements which:

#### • Conserve water.

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

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

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### B. The following shall be used to evaluate proposed landscape plans:

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

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Revision Justification: Amended to further define the objectives for landscape designs and to encourage sustainable landscaping and irrigation practices.

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## Section 2. Definitions.

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

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

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

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

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

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

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

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

**Ornamental tree.** A deciduous or evergreen tree planted primarily for its ornamental value or for screening purposes; tends to be smaller at maturity than a shade tree. **Screen.** A method of reducing the impact of noise and unsightly visual intrusions with less offense or more harmonious elements, such as plants, berms, fences, walls, or any appropriate combination thereof.

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

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

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

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

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

**Revision Justification:** Added ET, ET Based Controller, Microirrigation definitions which are related to water conservation methods.

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### Section 3. Applicability

- A. Except as otherwise provided below, these landscaping regulations shall apply to all land located in the Town of Addison. These landscaping requirements shall become applicable to each individual lot at such time a site plan is submitted for planning and zoning commission review or an application for a building permit on such lot is made.
- B. The landscape maintenance requirements in section 10 of this article shall apply to all applications for building permits.
- C. The tree replacement and protection requirements in section 8 of this article shall apply to all land located within the Town of Addison from the effective date of this ordinance forward regardless of the development status of the land.
- D. The maintenance requirements in section 9 of this article shall apply to all applications for building permits.

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- E. Except as set forth in subsection D. of section 8 (Tree Replacement and Protection) and subsection B. of Section 10 (Landscape Maintenance), this article does not apply to lots containing only single-family and/or duplex uses where only one such structure is constructed.

- F. This article applies to the following:

Apartment dwelling district  
Local retail district

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Planned development district; Planned development, townhouse condominium district; and Planned development, condominium conversions (provided, however, that where any such district includes or provides landscaping regulations specific to the district, in the event of a conflict between the landscaping regulations specific to the district and the landscaping regulations set forth in this article, the landscaping regulations specific to the district shall control.

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MXR mixed use residential district

UC urban center district (unless other landscaping regulations are specified within the Planned Development District ordinance)

Commercial-1 district  
Commercial-2 district  
Industrial-1 district  
Industrial-2 district  
Industrial-3 district  
Special use permits

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Revision Justification: Amended to address PD districts such as the Brookhaven Development that will have its own specific landscape standards.

- Applications for building permits or for certificates of occupancy for buildings previously unoccupied for a period of six consecutive months.
- Applications for building permits for construction work that:
  - (1) Increases the number of stories in a building on the lot; or
  - (2) Increases by more than ten percent or 10,000 square feet, whichever is less, the combined floor areas of all buildings on the lot; or
  - (3) Increases the non-permeable lot coverage by more than 2,000 square feet, or
  - (4) Building permit applications for exterior remodeling

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with a value equal to or greater than \$10,000.00 exclusive of maintenance and repair.

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

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

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

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

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

##### **Landscape Plan**

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

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

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- (6) Size, height, location, and material of proposed seating, lighting, planters, sculptures, decorative paving, and water features.
- (7) Cross section drawing of berms and grading plan showing berm contours.
- (8) Landscape plans shall contain the seal of a landscape architect licensed in the State of Texas that such plans have been reviewed by such architect and satisfy all requirements of these Landscape Regulations.

**Irrigation Plan**

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

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

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**Revision Justification: Amended to encourage use of water conserving design practices and added requirement to use ET based controllers. The Texas Committee on Environmental Quality oversees the licensed irrigator's now.**

**Section 5. Plant material substitutions.**

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

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

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

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## Section 7. Landscape Design Standards

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

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

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

Industrial 1 district  
Industrial 2 district  
Industrial 3 district

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

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1. Town right-of-way shall be included in the (20) twenty-foot wide buffer and shall reduce the amount of required landscaping area of the lot by that amount (square foot for square foot).

2. The minimum requirement for street landscape buffers shall be one four-inch caliper shade tree for each (30) thirty linear feet of frontage and evergreen shrubs planted (3 - 3½) three to three and one half feet on center depending on the species selected. Plant material planted in the street landscape buffer strip can be massed together to create visual interest at key entry points or focal points.

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**Revision Justification: Re-titled Section 7 to Landscape Design Standards. The present one tree per 20 linear feet requirement under 7A2 has caused visibility problems by blocking the view to signage into business sites as trees have matured. Under 7A2 the shrub spacing was changed to simplify the language.**

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3. All required screening, parking perimeter, and interior parking landscaping shall be included in the overall (20%) twenty percent of gross site landscaping. This shall include front, side and rear landscaping abutting the building foundation.

4. No tree may be planted closer than (36) thirty-six inches to the paved portion of any parking surfaces.

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5.

**Deleted:** . No tree planting area may be less than six feet wide in any dimension and shall not contain less than 60 square feet of continuous permeable land.¶

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

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1. All screening shall be at least six feet in height measured from the horizontal plane passing through the nearest point of the off-street loading space and may be provided by using any one or combination of the following, subject to approval by the parks director:

- (a) Evergreen shrubs planted (3) three feet on center, in a single row;
- or (b) Evergreen trees planted six feet on center, unless the director of parks and recreation approves an alternative planting density as being capable of providing a solid appearance within one year; or
- (c) A fence, wall or berm. Fences and walls shall not consist of corrugated metal, corrugated fiberglass, sheet metal, chain link or wire mesh or any material that in the planning and zoning commission's opinion is an unsightly material.

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**Revision Justification – Under 7A3 added front, side and rear landscaping and increased the required tree planting dimension from parking surfaces. Number 7A5 is not necessary since street landscape buffers are twenty feet wide anyway. Under 7B1 a single row will accomplish the required screening, where double staggered rows are not necessary to provide adequate screening, and add unnecessary costs.**

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

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

- (1) Shall be located in a bed that is at least (3) three feet wide; and
- (2) Shall be placed a maximum of 36 inches on center in a single row over the entire length of the bed, unless the director of parks and recreation approves an alternative planting density as being capable of providing a solid appearance within one year; and
- (3) Shall provide a six foot high visual barrier of the required height within one year of their initial planting.

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

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of six feet. Trees shall be of such size and so spaced that a visual obstruction that represents a traffic hazard is not created.

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

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

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

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

(1) The surface parking lot screening must be at least (3 ½) three and one half feet higher than the finished elevation of the adjacent parking lot. The screening may be provided by using ~~(1) one~~ of the following, unless the director of parks and recreation approves an alternative screening plan capable of providing a solid appearance:

**Revision Justification: Reduced screening options to one option, instead of two options, since any one of the options is capable of providing the required screening. Additionally amended exception to 18 inch height in the visibility triangle, as 18 inches high must be the limit to maintain visibility.**

(a) Evergreen shrubs planted three feet on center in a single row in a bed at least 42 inches wide;

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

**Revision Justification: Section D1(b) was amended because shrub planting on top of 3 ½ foot high berm creates a visibility problem for parking lot security. The revised height will improve a police officer's ability to see into parking lots when driving by the site. The purpose of screening at a 3 ½ foot height is to screen parked cars from the street view.**

**E. Parking lot landscaping; perimeter.**

(1) The perimeter parking lot landscape strip shall be at least five (5) feet wide for sites larger than 10,000 square feet or at least three (3) feet wide if the site is smaller than 10,000 square feet.

**Deleted:** Shrubs that slightly exceed the height limit may be considered for use, but only with the approval of the director of parks and recreation.¶

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**Deleted:** Plants used for screening on a berm must reach a minimum height of 30 inches within two years of installation and be at least 18 inches high when planted;¶

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(2) The minimum requirement for perimeter landscaping ~~five (5) feet wide and greater~~ shall be one ~~(4) four inch~~ caliper shade tree for each 35 linear feet of perimeter ~~and one shrub planted (3-3½) three to three and one half feet on center.~~ The minimum requirement for perimeter landscaping less than ~~(5) five feet wide shall be one shrub planted 3 to 3 ½ feet on center.~~

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(3) Required perimeter landscaping between adjacent parking lots does not preclude the need to provide vehicular access between lots.

**Revision Justification – Under E2 amended to remove the requirement to plant trees in a perimeter strip less than five feet wide, because it does not provide adequate space for the tree to grow. Under E2 shrub spacing was changed to simplify the language.**

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

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

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

(2) To calculate the total parking area and the subsequent percentage of required interior lot planting, total the square footage of all areas within the lot's perimeter including:

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- (a) Planting islands.
- (b) Curbed areas.
- (c) Corner lots.
- (d) Parking spaces.
- (e) And all interior driveways and aisles except those with no parking spaces located on either side.

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

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

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

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

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

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Revision Justification: Under F3 added front, side and rear landscaping abutting the building foundation for credit toward parking lot landscaping. This is particularly necessary on smaller parking lots where there is limited space to place trees inside the parking lot area.

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

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

Revision justification: Under paragraph 7G substitution of ornamentals or evergreen trees was eliminated within street landscape buffers, because they reduce visibility into businesses when planted within the street landscape buffer zone due to their low growing habit. Bradford Pears and other pear cultivars are susceptible to cotton root rot, a soil-born fungal disease, which is prevalent in the Addison soils. Once the tree has the disease, there is rapid death without any available cure. In addition, pears are relatively short-lived trees that are used in planting plans as a cheaper way out of planting higher quality shade trees, such as oaks or elms. Under paragraph 7H the over head power line section was added to prevent planting of shade trees that would eventually receive severe pruning by the electric utility when the trees mature and limbs interfere with power lines.

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I. General requirements

- (1) All required landscape open space shall be provided with adequate and inconspicuous automatic irrigation systems and shall be properly maintained.
- (2) All shrub beds shall be edged using steel, concrete, masonry, or pre-cast concrete edging and all plant materials mulched with a two-inch layer of shredded hardwood mulch. Plastic edging shall not be acceptable.
- (3) The parks department shall have the power to plant, preserve, spray, trim or remove any tree, shrub or plant on any parkway, alley or public ground belonging to the Town of Addison.
- (4) It shall be unlawful for any person, firm or corporation to cut or break any branch of any tree or shrub or injure in any way the bark of said tree or shrub growing on public property.

J. Landscape Inspections

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

### **Section 8 – Tree Replacement and Protection**

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

### **B. Replacement Trees**

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

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(2) ~~All Trees shall be replaced with a sufficient number of (4) four inch caliper trees to equal at least 100 percent of the caliper inches removed.~~ Without the consent of the Town Council, any tree removed without the prior written approval of the Town's Director of Parks (as reflected in a Tree Permit issued pursuant to subsection C. of this section) shall be replaced caliper inch for caliper inch. For example, if a 15 inch caliper tree is removed, it shall be replaced with a 15 inch caliper tree.

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

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

**Revision Justification: Under 7J1 added to clarify that the inspection is necessary before issuing a CO. 8B2 was amended to include all trees, because the original requirement specified only trees 8 inch in diameter or larger.**

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### **C. Tree Permit**

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No person shall remove or transplant a tree without first obtaining from the town a Tree Permit approved by the Director of Parks or the Director's designee. or his/her designee shall be required before removing or transplanting any tree and mitigation for the removal of existing trees. Each utility company shall obtain a Tree Permit approved by the Director of Parks or the Director's designee before trimming any tree. For purposes hereof, "person" means the owner, tenant, and/or subtenant of, and/or any entity or individual with any interest in, the land on which a tree is located, and/or any contractor or subcontractor of any of them.

(1) A Tree Permit shall be obtained by a utility company required before for any trimming and/or removal of tree(s) by or for a utility company, except in the case of emergency repairs. Any trimming and/or removal of tree(s) by a utility company require prior written approval from the Director of Parks or his/her designee except in cases of emergency repairs.

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(2) Application for Tree Permit: Tree Permits shall be obtained by making application to the Director of Parks or the Director's designee his/her designee. An application must include the consent of the owner of the land on which a tree which is the subject of the application is located. The application must include a written document indicating the reasons for transplanting and/or removal (or trimming, in the case of a utility company) of a tree and a copy of a site plan or planting plan showing the tree(s) proposed for removal/transplanting (or trimmed, in the case of a utility company)

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(a) Review of Application for Tree Permit. Upon receipt of a proper application for a Tree Permit, the Director of Parks or his/her designee shall review the application and may conduct field inspections of the site or development and/or refer the permit application to other departments for review and recommendations as deemed necessary and appropriate by the Director City. Trees may not be removed or transplanted (or trimmed, in the case of a utility company) unless the Director of Parks or his/her designee approves the Tree Permit.

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(b) Any person(s) or entity causing the transplanting or removal of a tree without first obtaining an approved Tree Permit is in violation of these regulations.

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(c) Each tree removed or transplanted without a permit shall constitute a separate offense. Violation of this Ordinance shall not constitute an exemption to the replacement requirements of this ordinance.

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(c) Consideration for the approval of a tree removal permit shall be based upon the following guidelines:

(1) Whether the removal of the protected tree is permitted by this section;

(2) Whether or not a reasonable accommodation or alternative solution can be made to accomplish the desired activity without the removal of the protected tree;

(3) The effect of the removal of the protected tree on erosion, soil moisture, retention, flow of surface waters, and drainage systems;

(4) The need for buffering of residential areas from the noise, glare, and the visual effects of nonresidential uses;

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

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

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

#### D. Application to Residential Districts.

For land which is zoned single-family dwelling district, the provisions of this section 8 apply only to trees located within the right-of-way adjacent to a street.

Revision Justification – A permitting policy was included to provide a means for controlling indiscriminate tree removals, and to provide more specific guidelines for monitoring removals, replacements or mitigation.

#### Section 9. Landscape standards and specifications.

##### A. General Standards

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

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

##### Shade Trees

<u>Oak, Burr</u>	<u>Quercus macrocarpa</u>
<u>Oak, Chinquapin</u>	<u>Quercus muhlenbergii</u>
<u>Oak, Live</u>	<u>Quercus virginiana</u>
<u>Oak, Red</u>	<u>Quercus shumardii</u>
<u>Pecan</u>	<u>Carya illinoensis</u>

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<u>Ash, Texas</u>	<u><i>Fraxinus texensis</i></u>
<u>Bald Cypress</u>	<u><i>Taxodium distichum</i></u>
<u>Elm, Cedar</u>	<u><i>Ulmus crassifolia</i></u>
<u>Elm, Allee Lacebark</u>	<u><i>Ulmus parvifolia 'Elmer II'</i></u>
<u>Elm, Bosque Lacebark</u>	<u><i>Ulmus parvifolia 'UPMTFI'</i></u>
<u>Magnolia Southern</u>	<u><i>Magnolia grandiflora</i></u>
<u>Oak, Durand</u>	<u><i>Quercus sinuata var. sinuata</i></u>
<u>Pistachio, Chinese</u>	<u><i>Pistacia chinensis</i></u>

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**Ornamental/Evergreen Trees**

<u>American Smoke Tree</u>	<u><i>Cotinus obovatus</i></u>
<u>Buckeye, Mexican</u>	<u><i>Ungnadia speciosa</i></u>
<u>Carolina Buckthorn</u>	<u><i>Rhamnus caroliniana</i></u>
<u>Desert Willow</u>	<u><i>Chilopsis linearis</i></u>
<u>Crape Myrtle</u>	<u><i>Lagerstroemia indica</i></u>
<u>Dogwood (Roughleaf)</u>	<u><i>Cornus drummondii</i></u>
<u>Eastern Red Cedar</u>	<u><i>Juniperus virginiana</i></u>
<u>Eve's Necklace</u>	<u><i>Sophora affinis</i></u>
<u>Goldenball Lead Tree</u>	<u><i>Leucaena retusa</i></u>
<u>Goldenrain Tree</u>	<u><i>Koelreuteria paniculata</i></u>
<u>Hawthorn Washington</u>	<u><i>Crataegus phaenopyrum</i></u>
<u>Holly, Yaupon</u>	<u><i>Ilex vomitoria</i></u>
<u>Magnolia, 'Little Gem.'</u>	<u><i>Magnolia 'Little Gem'</i></u>
<u>Maple, Shantung</u>	<u><i>Acer truncatum</i></u>
<u>Mexican Plum</u>	<u><i>Prunus mexicana</i></u>
<u>Oak, Bigelow</u>	<u><i>Quercus sinuata var. breviloba</i></u>
<u>Oak, Lacey</u>	<u><i>Quercus laceyi (Q. glaucoides)</i></u>
<u>Persimmon, Texas</u>	<u><i>Diospyros texana</i></u>
<u>Possumhaw</u>	<u><i>Ilex decidua</i></u>
<u>Rusty Blackhaw</u>	<u><i>Viburnum rufidulum</i></u>
<u>Texas Redbud</u>	<u><i>Cercis Canadensis var 'texensis'</i></u>

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¶ Bald Cypress ... [1]

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**Revision Justification – Re-categorized shade and ornamental trees and provided more options for suggested trees to use. Eliminated trees that have not performed well based on past experience.**

**C. Size and Spacing Standards**

A. 1. Plants shall conform to the measurements specified in the plant schedule.

2. Caliper measurements shall be taken six inches above grade for trees under four inches in diameter and (12) twelve inches above grade for trees four inches in diameter and larger.

3. Minimum branching height for all shade trees shall be (6) six feet.

4. Minimum size for shade trees shall be (4) four inches in diameter, 14 to 16 feet in height. The maximum height shall not exceed 16 feet. Tree heights shall be from tops of root balls to nominal tops of plants. Tree spread refers to nominal outer width of the tree, not to the outer leaf tips. Trees shall be healthy, vigorous, full-branched, well-shaped with symmetrical crowns. Root balls shall be firm,



neat, slightly tapered and well-burlapped. Trees shall be free of physical damage such as scrapes, bark abrasions, split branches, mistletoe or other parasitic growth. The Town of Addison shall reject any trees delivered and/or planted not meeting the minimum size and shape standards set forth above. Red Oaks other than Shumard Oak (*Quercus shumardii*) or Texas Oak (*Quercus texana*) shall be rejected. The owner or contractor shall be responsible for providing certification that Red Oaks are true to variety.

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

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

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

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

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**Revision Justification – Moved plant standards to Section 9A and removed size requirement under C4 for Bradford Pears since they are no longer a recommended tree.**

(Ord. No. 097-003, § 2(exhibit A), 1-14-1997; Ord. No. 000-042, § 2(exhibit A), 11-14-00)

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

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A. Every property owner and any tenants shall keep their landscaping in a well-maintained, safe, clean and attractive condition at all times. Any plant that dies must be replaced with another living plant, including trees, within 30 days after notification by the town (~~see Section 7(l) for replacement and notification provisions~~). Such maintenance includes, but is not limited to, the following:

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- Prompt removal of all litter, trash, refuse and waste;
- Lawn mowing on a weekly basis during the growing season;
- Shrub pruning according to accepted practices of landscape professionals to maintain plants in a healthy condition;
- Tree pruning according to Tree-Pruning Guidelines published by the International Society of Arboriculture and the American National Standards (ANSI) A300--Pruning Standards;
- Pruning/thinning that removes no more than (¼) one fourth of the tree canopy annually;
- Watering of landscaped areas on a regular basis to maintain good plant health;

- Sprinkler run times set on controllers to water between midnight and 6:00 a.m.

- Keeping landscape lighting in working order;

- Keeping lawn and garden areas alive, free of weeds, and attractive;

- Cleaning of abutting waterways and landscaped areas lying between public right-of-way lines and the property unless such streets, waterways or landscaped areas are expressly designated to be maintained by applicable governmental authority.

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

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**Revision Justification: Amended Section 10 to include watering time period pruning standard to prevent excessive limb removal in a tree crown. Added requirement to prevent indiscriminate blowing of clippings and leaves into streets. Section 11. Enforcement.**

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

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

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

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

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

**Section 12. Bonding.**

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

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**Section 13 Certificate of occupancy.**

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

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Overstory (Shade) Trees

Bald Cypress	Taxodium distichum
Chinese Pistache	Pistacia chinensis

## **Council Agenda Item: #R11**

**SUMMARY:** Consideration and approval authorizing the City Manager to execute an advertising contract with the Dallas Morning News to provide for advertising in the Dallas Morning News/Guide, Quick and Neighbors in an amount not to exceed \$98,308.

### **FINANCIAL IMPACT:**

Funds were budgeted in the FY08 Marketing Budget. The cost for each insertion in the Guide is \$8951.03; \$2,300 for each insertion in Quick and \$3,450 in Neighbors for each special event ad in five zones. The total cost is \$98,308.

**BACKGROUND:** For the past several years the Town has purchased 26 insertions in the Dallas Morning News Friday Guide at a substantially reduced rate with a guarantee of placement on page 2 or 3 of the Guide. The Guide has been an effective mechanism for communicating the many offerings in Addison and staff still believes that the Guide is effective for advertising the Town's events and Addison Perks specials. However staff is recommending a reduction in the number of Guide ads, a change in the placement of the ads to the back cover and the addition of color. As proposed, six of the insertions in the Guide will be on the back cover, the seventh insertion will run in the Taste section just prior to TASTE. Total cost for the Guide insertions is \$62,657. Staff is recommending that we continue with Quick which have proved to be a very effective medium for reaching a younger demographic. There are 11 insertions proposed for Quick for a total of \$25,300. In addition staff is recommending that we advertise the three major events in Neighbors for a total of \$10,350. Attached is the proposed schedule detailing the ad placements.

### **RECOMMENDATION:**

Staff recommends approval subject to final review by the City Attorney.

# Town of Addison FY 2008 Proposed Media Plan

Updated 3/05/2008

**PRINT**

		2008																					No. of Insertions						
		April				May				June				July				August				September							
		7	14	21	28	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25		1	8	15	22	29	
<b>DMN Friday Guide*</b> Full page, 4C				5/2	5/9							6/27									8/29		9/12	9/19					<b>6</b>
<b>DMN Taste Section</b> 1/2 page, 4C					5/7																								<b>1</b>
<b>Quick</b> Full page, 4C	TBD			5/2	5/9	TBD				6/6	TBD		7/2		7/18					TBD				9/12	9/19				<b>11</b>
<b>Neighbors**</b> Full page, 4C				5/3									6/28											9/13					<b>15</b>

- Restaurant Ads/Addison Perks
- Taste Addison
- Summer Series
- KaboomTown!
- Oklahoma!
- Oktoberfest

\* Back cover position guaranteed.  
 \*\* Includes 5 zones: Addison/Carrollton/Farmers Branch; North Dallas; Plano West; Richardson/Far North Dallas; Coppell/Valley Ranch.

# The Dallas Morning News: Display Advertising Contract

X Friday Guide

X Quick

X Neighbors

**Town of Addison: #032811004/Agency: Krause Adverting #508800003**

Hereinafter referred to as Advertiser hereby contracts with *THE DALLAS MORNING NEWS, L.P.* for consumption of not less than \$98,308 of advertising, through the use of display advertising (all publications – The Dallas Morning News, L.P., Quick, Al Dia), to be published within 12 months, such advertising to pertain solely to the business of the Advertiser as now conducted, for which the Advertiser agrees to pay at the office of The Dallas Morning News, L.P. at Dallas, Texas, in accord with the attached schedule of rates. The term of this agreement is for the period beginning March 11, 2008 and ending September 30, 2008.

1. **The Dallas Morning News/Guide, 7 full page color insertions on Friday**
  - \* \$103.78 per column inch in black/white, 50% up-charge for full color. Full page color \$8,951.03
  - \* Back cover position guaranteed per dates provided as of 2/22/08
  - \* Advertising Schedule for 7 full pages in Guide to be delivered to The Dallas Morning News by 3/31/08
  - \* Creative art/copy deadline 4pm on Tuesdays of the week of publication
  - \* 5/7/08 insertion will run in **Taste** section as half page full color for \$8,951.03
  
2. **Quick, 11 full page insertions in full color on Friday**
  - \* \$40 per column inch in full color. Full page in full color \$2,300
  - \* Space Reservation deadline 5pm on Tuesday of the week of publication
  - \* Creative/art deadline 5pm on Wednesday of the week of publication
  
3. **Neighbors**
  - \* Five Neighbor “zones” to be selected at time of placement
  - \* \$12 per column inch rate including Full color
  - \* Cost per full page \$690. Cost per “5 zones” \$3,450
  - \* Three Events scheduled during contract period: \$10,350

The Dallas Morning News, L.P. will provide Advertiser with monthly revenue updates summarizing the advertising revenue spent by Advertiser. If during the Contract Period, Advertiser does not achieve the contracted dollar volume level specified above, Advertiser will be billed and agrees to pay the difference between the amount billed at the discounted rate for the contracted dollar volume level and amount that would have been billed at the rate for the actual dollar volume level. For example, if the contracted dollar volume level is \$500,000 Dollars and Advertiser's actual dollar volume is \$400,000, Advertiser would be charged the difference between the discounted rate charged at the \$500,000 dollar volume level and the rate charged for the \$400,000 Dollar volume level based upon actual advertising volume. Such amount will be due and payable immediately upon receipt of the invoice. The Dallas Morning News, L.P. may, during the term of this Agreement, offer different discount programs, designate new Dollar Volume Levels and frequency requirements for advertising. These changes will not be applicable to this Agreement. Rather, the rates and discounts described in this Agreement will apply to the entire Contract Period, except as provided in the Further Conditions attached hereto. In the event any tax is imposed on advertising, Advertiser agrees to pay all such taxes, fees and surcharges.

This Agreement and the attached Further Conditions represents the only Agreement between the parties and may not be modified except in writing signed by both parties. Upon termination of this Agreement, the terms of this Agreement will not be renewable except by written agreement of the parties. The Dallas Morning News, L.P. is under no obligation to provide the same discount programs or to continue any discounting upon termination of this Agreement. Upon expiration of the contract term specified above, the contract will continue on a month-to-month basis at Publisher's then current advertising rates. Either party may terminate the month-to-month contract with thirty days' written notice to the other party.

The Display rates of Publisher are based upon the volume or number of inches used by its advertisers. The rates specified herein are to apply only in the event the number of insertions contracted for is used by the Advertiser. An insertion refers to advertising space used on a specific day. Multiple advertisements used in one day are considered one insertion. The entire contract is expressed on the face hereof and in the additional Further Conditions attached hereto and no verbal agreements, provisions or conditions exist with respect thereto.

Signed:

**The Dallas Morning News, L.P.**  
508 Young Street  
Dallas, TX 75202-4808

**Town of Addison Purchasing**  
P.O. Box 9010  
Addison, TX 75001

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**FURTHER CONDITIONS OF THIS CONTRACT**

1. The Publisher reserves the right to edit or reject any advertising tendered under this contract.
2. Payment by Advertiser must be made in Dallas, Texas, and shall be made not later than the 15th of the month for space billed in the preceding calendar month. The Publisher and Advertiser agree that this contract is performable in Dallas County, Texas. Any amount not paid in full by the due date will be considered overdue and incur interest at a rate of 1.5% per month or the maximum amount permitted by law, whichever is less
3. The rates of Publisher as set forth in this Agreement are based upon an assumed classification for the advertising being placed. If at any time the Publisher determines that the advertising being placed does not qualify for the rates set forth, then Publisher shall notify Advertiser that any further inserts run pursuant to this agreement shall be run at a revised rate. Advertiser agrees to pay to Publisher the revised rate for any insertions run after Advertiser has received notice that the rate has been revised and has been advised of the amount of the revised rate. If the advertiser chooses not to pay the revised rate, then the Advertiser must so advise Publisher before any additional insertions are run. If the Advertiser gives notice to Publisher that Advertiser will not pay the revised rate, then this Agreement shall be terminated and the parties shall have no further liability to each other except for amounts owing for advertising run prior to Publisher's receipt of such notice from Advertiser. Upon contract termination, all advertising will be billed at the appropriate rate card rates.
4. Advertisements are to be inserted in accordance with the Publisher's rules of composition, position, and shape.
5. If the Advertiser specifies position, then the Advertiser agrees to pay the rate for such specific position provided the desired position is available. The Publisher does not agree to accommodate a request for a specified position. If a specified position requested by an Advertiser is not available, then the Publisher may position the copy in any position according to the Publisher's rules of composition, position and shape unless the Publisher is notified in writing by the Advertiser that the copy is to be printed only in the specified position and the Advertiser agrees to pay the applicable rate of any copy printed in other than the specified position.
6. In the event the Advertiser fails to make payment as agreed, the Publisher and Advertiser agree that Publisher may at any time discontinue the advertising of Advertiser and cancel this contract. Cancellation of the contract shall in no way affect the obligation of the Advertiser to pay amounts due at the time of cancellation.
7. In case of omission or error in an advertisement as presented, the Publisher shall not be liable for damages, but in such event the Advertiser's sole remedy shall be that the Advertiser shall not be liable for the entire cost of the advertisement. The publisher will determine the % of effective cost due to error and reduce the entire cost of the ad by this % amount. Publisher is the sole judge.
8. Advertising running consecutively will be carried until new copy is furnished or the advertising is ordered suspended. All orders changing copy or suspending an advertisement must be made in writing.
9. In the event of default or other breach of the Advertiser in the undertaking herein, and suit thereon, Advertiser agrees to pay all attorneys fees and costs incurred by Publisher.
10. While this contract is in effect, should any conditions arise which affect the cost of newspaper operation such as, imposition by the Government of a sales tax or increased material or production costs, the Publisher reserves the right to increase the advertising rates named on the reverse side hereof or incorporated, herein by reference. In such event, however, the Publisher must give the Advertiser at least thirty (30) days' notice thereof and if such increase is not satisfactory to the Advertiser, then the Advertiser shall have the privilege of canceling this contract.
11. Advertiser represents and warrants that the material provided by Advertiser for publication in accordance with this Agreement is true, accurate, and correct. Advertiser agrees to indemnify and hold harmless Belo and its directors, officers, agent and employees against and from all claims, exposure, liability, loss, or damage, including reasonable attorney's fees, alleged to be caused by or arising wholly or in part out of the publication of advertiser's material hereunder.
12. This contract made and entered into under Publisher's current published schedule of rates in effect on the date hereof, and by reference such schedule is expressly made a part hereof. Advertiser assumes responsibility for acquainting Advertiser with such current published schedule of rates and Advertiser agrees that Advertiser shall be deemed to know such current published schedule of rates.
13. Advertiser agrees to submit to Publisher in writing, all claims of errors in the statement of account submitted by Publisher within thirty (30) days of billing date. All such claims not submitted shall be considered waived.
14. In the event that Publisher's form "Application for Credit" has been completed and submitted by Advertiser in connection with this contract, Advertiser warrants that the information contained therein is true and correct, and agrees that the making of any false statements therein constitutes a material breach of this agreement.
15. Any Application for Credit executed by Advertiser is hereby made a part of this Contract and incorporated herein fully by reference.
16. The Advertiser, and the person signing in Advertiser's behalf if any, warrants they have the authority to make and sign this agreement.
17. The Advertiser agrees to assume liability for and make payment for all advertising published pursuant hereto in the event the Advertiser's business is sold, merged or otherwise transferred, until such time as a contract is entered into between Publisher and the new owner.
18. Space contracts and frequency contracts are automatically renewed for successive periods of one (1) year rates in effect at time of renewal. Either party may decline such renewal by written notice to the other thirty days prior to the expiration date of the current contract. One-time frequency contracts will not be renewed automatically.