



**REGULAR WORK SESSION & MEETING
OF THE CITY COUNCIL**

June 14, 2016

ADDISON TOWN HALL

5300 BELT LINE RD., DALLAS, TX 75254

5:00 PM DINNER & WORK SESSION

7:30 PM REGULAR MEETING

8:30 PM EXECUTIVE SESSION

WORK SESSION

-
1. Discuss Council Liaison Appointments.
 2. Discuss Addison Airport Master Plan.
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REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council
Events and Activities

Discussion of Events/Meetings

3. Administer The **Oath Of Office To Elected Councilmember.**

4. Public Comment.

The City Council invites citizens to address the City Council on any topic not on this agenda. Please fill out a **City Council Appearance Card** and submit it to a city staff member prior to Public Participation. Speakers are allowed **up to three (3) minutes per speaker** with **fifteen (15) total minutes** on items of interest or concern and not on items that are on the current agenda. In accordance with the Texas Open Meetings Act, the City Council cannot take action on items not listed on the agenda. The Council may choose to place the item on a future agenda.

Consent Agenda:

All items listed under the Consent Agenda are considered routine by the City Council and will be enacted by one motion with no individual consideration. If individual consideration of an item is requested, it will be pulled from the Consent Agenda and discussed separately.

5. Consider **Approval Of The May 24, 2016 Regular Meeting Minutes.**

6. Consider Approval Of An **Ordinance Of The City Council Of The Town Of Addison, Texas Approving A Negotiated Settlement Between The ATMOS Cities Steering Committee (ACSC) And ATMOS Energy Corp., Mid-Texas Division Regarding The Company's 2016 Rate Review Mechanism Filings, Declaring Existing Rates To Be Unreasonable, Adopting Tariffs That Reflect Rate Adjustments Consistent With The Negotiated Settlement; Finding The Rates To Be Set By The Settlement Tariffs To Be Just And Reasonable; And In The Public Interest; Requiring The Company To Reimburse ACSC's Reasonable Ratemaking Expenses; Determining That This Ordinance Was Passed In Accordance With The Requirements Of The Texas Open Meetings Act; Adopting A Savings Clause; Declaring An Effective Date; And Requiring Delivery Of This Ordinance To The Company And The ACSC's Legal Counsel.**

7. Consider Approval Of An **Ordinance Amending The Town's Court Technology Fund For The Fiscal Year Ending September 30, 2016 For Purchase Of Technology Upgrades For The Municipal Court.**

Regular Items

8. Present And Discuss Update Regarding Kaboom Town 2016.
9. Present, Discuss And Consider Approval Of A Settlement And Release Agreement With Oncor Electric Delivery Company LLC In The Amount Of \$18,763.49 For Reimbursement Of Excess Charges.
10. Present, Discuss, and Consider Approval Of A Resolution Authorizing The City Manager To Enter Into A Professional Services Agreement With BKD, LLP As The Town's External Audit Firm For An Amount Not To Exceed \$93,000 For The Fiscal Year Ending September 30, 2016.
11. Discuss And Consider Authorizing The City Manager To Enter Into A Professional Services Agreement With M. Arthur Gensler Jr. And Associates, Inc., To Complete A Special Area Study For The Inwood Road Corridor In An Amount Not To Exceed \$88,500.
12. Hold A Public Hearing, Discussion And Consider Action On An Ordinance That Rezones Approximately 39.4 Acres of Property Located at 17001 Addison Road, Which Is Currently Zoned R-1, Residential-1, With A Special Use Permit For A Private School and approximately 1.74 Acres of Property Located at 4350 Sojourn Drive, Which Is Currently Zoned PD, Planned Development, In Order To Create A New Planned Development District Allowing a Private School and Approving A Concept Plan and Development Standards, On Application from Trinity Christian Academy. Case 1738/Z/Trinity Christian Academy.
13. Present, Discuss And Consider A Staff Report Concerning The Proposed Addison Athletic Club Master Plan Which Includes A Review Of Work Completed And An Update On Community Input Regarding The Master Planning Process.

Executive Session

14. Closed (executive) session of the Addison City Council pursuant to:

Section 551.071, Tex. Gov. 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, Tex. Gov. Code, pertaining to

- **The Ponds Or Lakes At Vitruvian Park Located Within The Vicinity And East Of The Intersection Of Vitruvian Way And Ponte Ave., And Farmers Branch Creek**

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15. **RECONVENE INTO REGULAR SESSION:** In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on any matter discussed in Executive Session.

Adjourn Meeting

NOTE: The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including §551.071 (private consultation with the attorney for the City); §551.072 (purchase, exchange, lease or value of real property); §551.074 (personnel or to hear complaints against personnel); §551.076 (deployment, or specific occasions for implementation of security personnel or devices); and §551.087 (economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

Posted:
Laura Bell, 6/10/2016, 5:00 pm

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS WITH DISABILITIES.
PLEASE CALL (972) 450-7017 AT LEAST
48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**

AI-1700

1.

Work Session and Regular Meeting

Meeting Date: 06/14/2016

Department: City Secretary

AGENDA CAPTION:

Discuss Council Liaison Appointments.

BACKGROUND:

Historically, a series of liaison assignments have been divided up between Council Members. These assignments are intended to provide a greater depth of understanding about the technical nature of certain community features, issues, or programs such as the Airport, Economic Development, or the Arbor Foundation. Once assigned, liaisons report back to City Council with status reports regarding various projects and initiatives.

A descriptive list of the potential 29 liaison assignments is attached.

RECOMMENDATION:

N/A

Attachments

Potential Council Liaison Assignments



Potential Council Liaison Assignments

Addison Airport/ATTAC/Cavanaugh Flight Museum

Tracks and researches issues related to Addison Airport. Also keeps tabs on the Air Transportation Technical Advisory Committee. This is a committee based out of the North Central Texas Council of Governments which is charged with looking at regional and multi-jurisdictional aviation issues. Addison Airport Director Joel Jenkinson is currently chair of this committee. The Cavanaugh Flight Museum (located at 4572 Claire Chennault) is a non-profit educational organization devoted to promoting the study and cultural heritage of aviation.

Addison Arbor Foundation

The Addison Arbor Foundation is a non-profit organization which promotes sustainable natural environments within Addison and enhances public spaces with plantings and public art.

Addison Business Association

The ABA is a membership organization that includes active executives from retail, financial, manufacturing, construction, professional, hospitality and the numerous other industries in the area. The ABA has represented the business community and its concerns in Addison since its creation in 1975.

Addison CARES

An ad-hoc committee charged with developing policy recommendations for the naming of municipal facilities, parks, and so forth.

Addison Legacy Foundation

A non-profit entity which was created in order to allow citizens to donate money towards specific ends, such as a dog park or the restoration of a historical fire truck.

Athletic Club Master Plan

To serve on the Master Plan Committee for the Addison Athletic Club with the goal to focus on creating a comfortable environment where fitness, wellness and recreation activities and programs are a priority that can be adapted to the existing building footprint.

Community Partners Bureau

An ad-hoc committee charged with engaging the various non-profit groups with which the Town contracts for social services or community enrichment.

Connectivity Project

This town project was funded by the 2012 Bond Election (Proposition 6). The Pedestrian Connectivity Project strives to create a walkable environment for those that work, live or play in Addison. These connections are encouraged through three unique projects: the Redding Trail Expansion (complete); the South Quorum Lighting project; and the Beltway Proton Improvements.

Cotton Belt

As part of joining DART in 1983, Addison was promised rail transit along the Cotton Belt Line. Throughout the years, the anticipated start date kept getting moved back primarily due to objections from far north Dallas, and most recently, DART's latest rounds of improvements that have landed them heavy in debt with the inability to pursue other projects. In partnership with the NCTCOG and other Cotton Belt cities, Addison has started the discussion to identify additional funding resources that could potentially be secured to complete the Cotton Belt prior to its current estimated completion date of 2030.

DART

DART is the mass transit authority for the greater Dallas area. Addison was a charter member of DART when it was created in 1983, and has since allocated a 1% sales tax for the provision of transit services. The Cotton Belt Railway, extending 52 miles from Wylie all the way to Fort Worth, crosses Addison just south of Addison Circle Park and parallels Arapaho Road to the City limits. This rail corridor is under the purview of DART and construction of a cross-town railway on those tracks is currently on their 2030 Transit Plan.

ED/Business Growth and Retention

Tracks various Economic Development initiatives and assists with outreach to both current and prospective businesses.

Education

Tracks education related initiatives and activities at the town's private and public schools. Private schools in Addison include Trinity Christian Academy and Greenhill School. Public schools include Dallas ISD's Bush Elementary, and Carrollton-Farmers Branch ISD's McLaughlin-Strickland and Janie Stark Elementary Schools.

Finance Committee

A special subcommittee of Council members tasked with review of Town financial policy.

Franchise Utilities (Atmos, Oncor, Time Warner)

Tracks issues related to certain Franchised Utilities, including Atmos Energy (natural gas) and Oncor (electricity) and Time Warner.

Greater Dallas Regional Chamber

The Dallas Regional Chamber's goal is to ensure the prosperity of Dallas area businesses. They list as their goals 1) Leading Economic Development; 2) Driving Improvements in Public Education; 3) Influencing Public Policy; 4) Catalyzing and advocating for regional partnership; and 5) Providing value to their members. The organization publishes the Dallas Economic Development Guide, a thorough, comprehensive, and easy-to-read guide on the regional economy.

Metrocrest Chamber of Commerce

A chamber of commerce focusing on the four Metrocrest Cities (Addison, Carrollton, Coppell, and Farmers Branch). The Metrocrest Chamber's offices are located in Suite 430 of the Town's Visit Addison building.

Metroplex Mayors

A gathering of D/FW mayors which takes place at 7:30 am on the second Tuesday of the month at the Marriott Quorum. Guest speakers are brought in from various sectors to discuss issues of relevance to local jurisdictions. The Town handles administrative and treasury functions for this program.

North Dallas Chamber

A chamber of commerce which focuses specifically on the North Dallas Area. The NDC fields several committees (Aviation, Education, Governmental Affairs, Power and Energy, and Transportation), each of which focuses on a specific area of attention.

North Texas Commission

A non-profit, membership-supported organization whose stated goal is to unify the North Texas region to maximize the visibility of the area as an excellent place to live and do business. The NTC was created in the 1970s as a means of leveraging the brand new D/FW Airport in promoting the North Texas as a business destination. Today, they have a particular focus on public-private partnerships and innovative approaches to regional problems.

RTC/NCTCOG

The Regional Transportation Council is an independent transportation policy body operated administratively by NCTCOG personnel. The Dallas Metropolitan Planning Organization (or MPO) is a federally mandated organization through which funding for transportation projects and programs are channeled. It is comprised of 44 member representatives from local government and governmental transportation authorities.

Special Studies

These are ad-hoc committees comprised of Council Members, staff, residents, and local business people, charged with the development review of key areas of the town. The goal is to engage all stakeholders in a given area to promote and realize its potential. Ideally, the end result would be the area attaining an innovative, highest, and best use.

State and Federal Legislation

Tracks legislation affecting local governments at the state and federal level. This assignment is currently performed by Town staff.

Sustainability / Recycling

Tracks and researches sustainability issues affecting Addison, the most notable of which is multifamily recycling.

Technology

Responsible for updating the Council on current technology trends and advancements.

TML (Texas Municipal League)

A membership organization which serves the needs and advocates the interests of cities and elected officials. TML puts on an annual conference, usually in the fall, at which elected officials from around the state attend educational seminars and networking events. TML also houses the Intergovernmental Risk Pool (IRP) which provides workers compensation, liability, and property coverage for local governments in Texas.

TMRS (Texas Municipal Retirement System)

Responsible for remaining up to date on the status of TMRS and on the Town's account for EE's.

Vision North Texas

Vision North Texas is a public-private partnership headed by the Urban Land Institute, the North Central Texas Council of Governments, and the University of Texas at Arlington. Its mission is to increase public awareness about important regional land use issues that affect mobility, air quality, water supply, and other economic and environmental resources.

WaterTower Theatre

A non-profit professional theatre company, housed in a theater venue of the same name, directly adjacent to the Addison Conference Centre. Founded in 1996, it produces five main stage show each season in a flexible, "black box" style performing arts space. The Town owns the facility itself, and has been a principal sponsor (with Hotel Fund dollars) of the company since its inception in 1996.

World Affairs Council

A non-profit, non-partisan organization aimed at promoting awareness of international business, politics, culture, and foreign policy. Addison currently engages with the World Affairs Council on our Spotlight Series, which is a year-long program comprised of several events geared towards a single country. Currently, the spotlighted country is Mexico, and China was featured last year.

AI-1602

2.

Work Session and Regular Meeting

Meeting Date: 06/14/2016

Department: Airport

AGENDA CAPTION:

Discuss Addison Airport Master Plan.

BACKGROUND:

The Addison Airport Master Plan is currently being updated and the Master Plan Steering Committee has reviewed the draft plan and is recommending it forward for Council's consideration. The Council will be provided an in-depth presentation and the opportunity to discuss the updated plan and provide any comments on the draft plan. Town staff as well as the consultant, Garver, will provide a detailed presentation on the plan and the next steps for final approval and submittal.

After this briefing, the next steps will be to deliver the final version of the Master Plan to the Executive and Steering Committees and then bring that final version to Council for adoption. After Council adopts the Master Plan, it will be sent to TxDOT Aviation Division for their acceptance. FAA has already approved the Airport Layout Plan, which is the only portion of the plan that they are required to approve. Once TxDOT accepts the Plan, it becomes the final plan for implementation.

RECOMMENDATION:

N/A

AI-1707

3.

Work Session and Regular Meeting

Meeting Date: 06/14/2016

Department: City Manager

AGENDA CAPTION:

Administer The **Oath Of Office To Elected Councilmember.**

BACKGROUND:

n/a

RECOMMENDATION:

n/a

AI-1704

5.

Work Session and Regular Meeting

Meeting Date: 06/14/2016

Department: City Secretary

AGENDA CAPTION:

Consider **Approval Of The May 24, 2016 Regular Meeting Minutes.**

BACKGROUND:

The City Secretary has prepared the minutes from the May 24, 2016 Regular meeting.

RECOMMENDATION:

Staff recommends approval of this item.

Attachments

Minutes

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL WORK SESSION

May 24, 2016

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

5:30 PM Executive Session

6:00 PM Work Session

7:30 PM Regular Meeting

Present: Arfsten; Duffy; Hughes; Mayor Meier; Walden; Wilcox

Absent: Angell

Executive Session

Closed (executive) session of the Addison City Council pursuant to:

Section 551.071, Tex. Gov. 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, Tex. Gov. Code, pertaining to

- **Town of Addison v. Landmark Structures I, L.P. and Urban Green Energy Cause No. DC-15-0761 44th Judicial District Court, Dallas County, Texas**
- **Attorney Client Privilege In Regards To Open Records Requests**
- **Mayor's Newsletter**

Mayor Meier convened Executive Session at 5:33 pm.

RECONVENE INTO REGULAR SESSION: In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on any matter discussed in Executive Session.

Mayor Meier recessed Executive Session at 6:50pm.

Mayor Meier moved to release the requested Lea Dunn document but ask the City Attorney to craft that in a way that we do not waive the attorney client privilege to other documents but that we narrowly waive the privilege with the respect to the 19 page memo dated January 4, 2015, and that memo only and it's the Council's intent that no other document be released.

Mayor Pro Tem Arfsten seconded the motion. The vote was cast 6-0 in favor of the motion.

WORK SESSION

Presentation And Discussion Of A Public Art Policy.

Interim Parks Director, Michael Kashuba, presented the item to Council.

Council agreed that the policy was appropriate. This item is a companion item to approve a policy on the Consent Agenda.

Council thanked staff and the Arbor Foundation for their work on the item.

REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

Public Comment.

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Anthony Bertolami, 3821 Park Place, spoke in regards to the proposed location of the "Lost in Wisconsin" piece. He urged Council to place the piece where staff has suggested.

Neil Hewitt, 3756 Park Place, spoke in favor of the yield signs on Beltway but urged staff to look at the visibility of those signs, opposition to the proposed stop signs at the same location and concern for the cutting of the holly trees in his neighborhood by a contractor hired by the Town.

Guillermo Quintanilla, 4115 Rush Circle, spoke in regards to items placed on the Council agenda by the Mayor.

Gail Barth, 14612 Dartmouth Ct, spoke urging Council to create a code of behavior for the audience members at City Council meetings.

Present A **Proclamation Declaring May 20, 2016 As Put On Purple Day For Lupus Awareness Month.**

Present A **Proclamation Declaring May As Motorcycle Safety And Awareness Month.**

Consent Agenda:

All items listed under the Consent Agenda are considered routine by the City Council and will be enacted by one motion with no individual consideration. If individual consideration of an item is requested, it will be pulled from the Consent Agenda and discussed separately.

Mayor Pro Tem Arfsten moved to approve items 7-13. Deputy Mayor Pro Tem Hughes seconded the motion.
The vote was cast 6-0 in favor of the motion.

Consider **Approval Of The April 26, 2016 Regular Meeting Minutes.**

Consider A **Resolution Adopting A Public Art Policy.**

Consider A **Resolution Authorizing The City Manager To Enter Into A Professional Services Agreement With Garver, LLC, To Complete A Detailed Assessment and Evaluation of the Kellway Sanitary Sewer Lift Station And To Develop A Capital Improvement Program For The Contract Amount of \$81,488.**

Consider Approval Of Bid #1603-001 From American Landscape Systems, Inc. For **Landscape Maintenance Of Addison Circle District And Addison Circle Park** In An Amount Not To Exceed \$135,000.

Consider **Approval Of Change Order 6 To John Burns Construction, Inc. For The Belt Line Road Underground Utilities Project** In An Amount Not To Exceed \$129,950.

Consider A **Resolution Authorizing The City Manager To Enter Into A Contract With Kleinfelder, Inc., For Design And Construction Observation Services For the Surveyor Ground Storage Tank Rehabilitation and Pipeline Improvements Project** In The Amount of \$243,969.

Consider A **Resolution For A Proposal For The Naming Rights To The Main Space Of The Addison Theatre Centre.**

Regular Items

Hold A Public Hearing, Discuss, Consider, And Take Action Regarding The **Termination Of The Mayor's Weekly Newsletter.**

Mayor Meier opened the Public Hearing.

The following people spoke in favor of the item:

Tony Carpenter, 4006 Winter Park Road

Liz Oliphant, 14700 Marsh Lane #313

Betsy Hunt, 14821 Surveyor

Skip Robbins, 14770 Maiden Court

Mary Anne Mayer Redmond, 14608 Hemingway Court

Chris DeFrancisco, 3917 Bobbin Lane

Peggy Plaus, address not given

The following people spoke in opposition of the item:

Sherry Nolan, 14820 Lochinvar Dr

Karen Faith Heller, no address given

Jason Ennis, 14604 Waterview Circle

Jim Robinson, 14795 Buckingham Court

Sheila Barkofske, 4130 Proton Dr #26B

Sabina Bradbury, 4005 Bobbin

Lance Murray, 3884 Weller Run Court

Elizabeth Williams, 3732 Camden Lane
Michelle Braden, 14600 Waterview Circle
Jill Lemke, 3792 Lakeway Court
Gail Barth, 14612 Dartmouth Court
Erin Carney, 2550 Midway Road #240, Carrollton
Phil Greepy, 14608 Dove
Yvonne Mollica, 14700 Marsh Lane #822

The following people did not wish to speak but wanted to record support of the item:

John Oliver, 14605 Hemingway Court
Ed Keith, 3838 Canot

The following person did not wish to speak but wanted to record opposition to the item:

Grace Hurley, 14600 Waterview Circle
Ron Holley, 14765 Lochinvar Drive

Mayor Meier moved to continue the Mayor's Newsletter as done now. Councilmember Wilcox seconded the motion.

Discussion was done by Council in regards to their thoughts concerning the newsletter and continuing it.

Deputy Mayor Pro Tem Hughes made an amendment to the motion to rename the Mayor's Newsletter to another title that showed the publication was the Mayor's perspective and thoughts. The review would still happen by staff and City Attorney and the newsletter would still be available on the Town's website. Mayor Meier seconded the motion for an amendment.

Council further discussed the amendment.

The vote was cast 3-3 with Mayor Pro Tem Arfsten, Councilmember Walden and Duffy against. The motion failed.

The vote was cast 2-4 on the original motion by Mayor Meier with a second by Councilmember Wilcox. Mayor Pro Tem Arfsten, Deputy Mayor Pro Tem Hughes, Councilmembers Walden and Duffy against the original motion.

Councilmember Walden moved to continue the staff authored newsletter on a weekly basis. Councilmember Duffy seconded the motion.

Discussion continued with the City Manager Wes Pierson regarding staff's ability to put out a weekly newsletter.

Mr. Pierson stated that the resource issue would need to be addressed. At this time, staff will be able to provide the service according to the level of resources provided. Initially staff will make something work to achieve the goal. However, be certain that staff will come back to Council to ask for the resources appropriate to staff this kind of activity.

The vote was cast 4-2 with Mayor Meier and Councilmember Wilcox against.

Discuss And Consider Action Needed For Reimbursement Of Legal Expenses For The Mayor's Defense Of Complaints Filed With The Texas Ethics Commission That The Mayor's Newsletter Is "Political Advertising."

Mayor Meier presented the item to Council.

Council discussed the amount of the legal expenses, possible coverage from TML for the costs, timeline for the decision by the Ethics Commission and past examples of covering the costs of the expenses.

Deputy Mayor Pro Tem Hughes moved to approve reimbursement of the current and future legal fees spent in defense of Mayor Meier for the ethics complaints filed against the him. Councilmember Walden seconded the motion. The vote was cast 4-1 with Councilmember Duffy abstaining from the vote and Mayor Meier not voting due to conflict of interest.

Mayor Meier recessed the meeting at 10:12 pm.

Mayor Meier reconvened the meeting at 10:35 pm.

Discuss And Consider A Resolution For Installation Of The "Lost In Wisconsin" Public Art Piece At The Southeast Corner of Beltway and Proton Drives.

Interim Director of Parks, Michael Kashuba, presented the item to Council.

Council agreed that the art piece, "Lost In Wisconsin" should be placed at the southeast corner of Beltway and Proton Road.

Councilmember Walden moved to approve the item as submitted. Councilmember Duffy seconded the motion. The vote was case 7-0 in favor of the motion.

Hold A Public Hearing, Discuss, Consider And Approve An Ordinance Establishing Standards Of Care For Youth Recreation Programs Conducted By The Town For Elementary Age Children Ages 5 Through 13; Providing For Compliance With Section 42.041(b)(14) Of The Texas Human Resources Code.

Recreation Manager, Randy Rogers, presented the item to Council.

Mayor Meier opened the Public Hearing. There were no speakers. Mayor Meier closed the Public Hearing.

Councilmember Walden moved to approve the item as submitted. Mayor Pro Tem Arfsten seconded the motion. The vote was cast 6-0 in favor of the motion.

Hold A Public Hearing, Discuss And Consider Action On An Ordinance Approving A Special Use Permit For A Restaurant And A Special Use Permit For The Sale Of Alcoholic Beverages For On-Premises Consumption Only, On Property Located At 5290 Belt Line Road, Suite 115 On Application From Gyu KaKu. Case 1736-SUP/Gyu Kaku.

Assistant Director of Development Services, Charles Goff, presented the item to Council.

Mayor Meier opened the Public Hearing. There were no speakers.
Mayor Meier closed the Public Hearing.

Deputy Mayor Pro Tem Hughes moved to approve the item as submitted. Councilmember Duffy seconded the motion. The vote was cast 6-0 in favor of the motion.

Hold A Public Hearing, Discuss And Consider Action On An Ordinance Amending Ordinance No. 007-034 As Amended By Ordinance No. 013-026 That Zones That Area Of The Town Known As Vitruvian Park And Containing Approximately 121 Acres Of Land Generally Located At The Southeast Corner Of Marsh Lane And Spring Valley Road In Order To Adopt A New Concept Plan, Add Additional Permitted Uses, And Revise Various Development Standards, On Application From UDR . Case 1735-Z/UDR.

Assistant Director of Development Services, Charles Goff, presented the item to Council.

Mayor Meier opened the Public Hearing, There were no speakers.
Mayor Meier closed the Public Hearing.

Mayor Pro Tem Arfsten moved to approve the item as submitted.
Councilmember Duffy seconded the motion. The vote was cast 6-0 in favor of the motion.

Hold A Public Hearing, Discussion And Consider Action On An Ordinance Approving A Development Plan For The Construction Of 383 Multi-Family Units And An Amenity Center, Located on 5.091 Acres On The North East Corner Of Vitruvian Way And Marsh Lane, On Application From UDR. Case 1734-Z/Vitruvian West Phase I.

Assistant Director of Development Services, Charles Goff, presented the item to Council.

Mayor Meier opened the Public Hearing. There were no speakers.
Mayor Meier closed the Public Hearing.

Councilmember Duffy moved to approve the item as submitted.
Deputy Mayor Pro Tem Hughes seconded the motion. The vote was cast 6-0 in favor of the motion.

Hold A Public Hearing, Discussion And Consider Action On An Ordinance Approving A Development Plan For The Redevelopment Of Approximately 86,310 Square Feet Of Retail Space Within The Brookhaven Village Shopping Center Located On The South East Corner Of Spring Valley Road And Marsh Lane, On Application From UDR . Case 1727-Z/Brookhaven Village Shopping Center.

Assistant Director of Development Services, Charles Goff, presented the item to Council.

Mayor Meier opened the Public Hearing. There were no speakers.
Mayor Meier closed the Public Hearing.

Councilmember Walden moved to approve the item as submitted.

Mayor Pro Tem Arfsten seconded the motion. The vote was cast 6-0 in favor of the motion.

Hold A Public Hearing, Discuss And Consider Action On An **Ordinance Approving A Development Plan For The Development The Addison Grove Project Including A Site Plan, Landscape Plan And Building Elevations And Floor Plans For 57 Townhomes In Accordance With The Planned Development District (PD), Established By Ordinance No. 016-003 On Property Located At 4150 Belt Line Road, On Application From Fenway Development, Inc.** . Case 1729-Z/Addison Grove Block B

Assistant Director of Development Services, Charles Goff, presented the item to Council.

Council discussed the plans and items concerning the development.

Mayor Meier opened the Public Hearing.

Yvonne Mollica, 14700 Marsh Lane #822, spoke in favor of the item.

Mayor Meier closed the Public Hearing.

Mayor Pro Tem Arfsten moved to approve the item as submitted including the fence restrictions as requested from the Planning and Zoning Commission. Councilmember Wilcox seconded the motion. The vote was cast 6-0 in favor of the motion.

Presentation And Discuss The **Belt Line Utility Relocation Update.**

Director of Infrastructure and Development Services, Lisa Pyles, presented the item to Council.

Council and staff discussed the time line of the project, the funding of the project, future items included in the project to be discussed and funding the items still outstanding.

Council thanked staff for the presentation.

Adjourn Meeting

Mayor Meier adjourned the meeting at 11:35 pm.

NOTE: The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including §551.071 (private consultation with the attorney for the City); §551.072 (purchase, exchange, lease or value of real property); §551.074 (personnel or to hear complaints against personnel); §551.076 (deployment, or specific occasions for implementation of security personnel or devices); and §551.087 (economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

Mayor-Todd Meier

Attest:

City Secretary-Laura Bell

Work Session and Regular Meeting

Meeting Date: 06/14/2016

Department: Finance

AGENDA CAPTION:

Consider Approval Of An Ordinance Of The City Council Of The Town Of Addison, Texas Approving A Negotiated Settlement Between The ATMOS Cities Streering Committee (ACSC) And ATMOS Energy Corp., Mid-Texas Division Regarding The Company's 2016 Rate Review Mechanism Filings, Declaring Existing Rates To Be Unreasonable, Adopting Tariffs That Reflect Rate Adjustments Consistent With The Negotiated Settlement; Finding The Rates To Be Set By The Settlement Tariffs To Be Just And Reasonable; And In The Public Interest; Requiring The Company To Reimburse ASCS's Reasonable Ratemaking Expenses; Determining That This Ordinance Was Passed In Accordance With The Requirements Of The Texas Open Meetings Act; Adopting A Savings Clause; Declaring An Effective Date; And Requiring Delivery Of This Ordinance To The Company And The ACSC's Legal Counsel.

BACKGROUND:

Atmos Energy Corp, Mid-Tex division (Atmos Mid-Tex) provides natural gas services to the Town of Addison. The Town is a member of the Atmos Cities Steering Committee (ACSC). This committee represents other similar cities served by Atmos Mid-Tex. On March 1, 2016, Atmos made a filing with the Railroad Commission requesting \$35.4 million additional revenues on a system-wide basis. The ACSC has negotiated a reduced rate (negotiated settlement) with Atmos Mid-Tex, which has saved over \$5.5 million from the requested increase.

This settlement was developed by utilizing the Rate Review Mechanism (RRM) tariff. This allows for an expedited rate review process that establishes rates for ACSC cities based on the system-wide cost of serving the Atmos Mid-Tex division. The RRM Tariff was originally adopted by ACSC member cities in 2007 as an alternative to the Gas Reliability Infrastructure Program ("GRIP"), the statutory provision that allows Atmos Mid-Tex to bypass the City's rate regulatory authority to increase its rates annually to recover capital investments. The RRM Tariff has been modified several times, most recently in 2013. The 2016 RRM filing is the fourth RRM filing under the renewed RRM Tariff.

The average residential customer will see a \$1.26 increase in their monthly bill, or an increase of 2.43%. If Council does not pass the ordinance, the Town would have higher rates and the average residential customer would have a larger increase in their monthly bill.

The attached Ordinance reflects approval of the increase in rates for residential, commercial, industrial, and transportation classes, which is shown to provide an overall increase of \$29.9 million in system-wide revenues for Atmos Mid-Tex.

See Rate Increase Documentation for more detailed information

RECOMMENDATION:

Administration recommends approval.

Attachments

Rate Increase Documentation
Ordinance

Summary

The Town of Addison is a member of the Atmos Cities Steering Committee (ACSC). Atmos Mid-Tex, our natural gas provider, has requested a rate increase of \$35.4 million. ACSC has negotiated a reduced rate (negotiated settlement) with Atmos Mid-Tex, which has saved over \$5.5 million from the requested increase. The residential rate change is shown in Table 1. The average residential customer will see a \$1.26 increase in their monthly bill, or an increase of 2.43%.

The attached Ordinance reflects approval of the increase in rates for residential, commercial, industrial, and transportation classes, which is shown to provide an overall increase of \$29.9 million in system-wide revenues for Atmos Mid-Tex.

Rate comparisons for all classes of service are shown in Table 2.

TABLE 1 – PROPOSED RATE CHANGE FOR RESIDENTIAL CUSTOMERS

Residential Rate	Current Rate	Proposed Rate	\$ Change	% Change
Customer Charge	\$18.60	\$19.10	\$0.50	2.69%
Consumption Charge (Ave 46.8 Ccf)	4.65	5.32	0.67	14.41%
Rider GCR Part A	14.68	14.68	-	-
Rider GCR Part B	10.29	10.29	-	-
Subtotal	48.22	49.39	1.17	2.43%
Rider FF & Rider Tax	3.79	3.88	0.09	2.38%
TOTAL	\$52.01	\$53.27	\$1.26	2.43%

Background Information

The Town, along with other similarly situated cities served by Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). The RRM Tariff was originally adopted by ACSC member cities in 2007 as an alternative to the Gas Reliability Infrastructure Program (“GRIP”), the statutory provision that allows Atmos to bypass the City’s rate regulatory authority to increase its rates annually to recover capital investments. The RRM Tariff has been modified several times, most recently in 2013.

The 2016 RRM filing is the fourth RRM filing under the renewed RRM Tariff. On March 1, 2016, Atmos made a filing requesting \$35.4 million additional revenues on a system-wide basis. Because the City of Dallas has a separate rate review process, exclusion of Dallas results in the Company requesting \$28.6 million from other municipalities.

Environs customers (ratepayers outside municipal limits) remain under the Railroad Commission’s exclusive original jurisdiction and have their rates set through the GRIP process. If the Company had used the GRIP process rather than the RRM process it would have received a \$41 million increase, or about \$11 million more than will be approved by the Ordinance. ACSC and

the Company have reached an agreement, reflected in the Ordinance, to reduce the Company's request by \$5.5 million, such that the Ordinance approving new rates reflects an increase of \$29.9 million on a system-wide basis, or \$21.9 million for Mid-Tex Cities, exclusive of the City of Dallas.

The tariffs attached to the Ordinance approve rates that will increase the Company's revenues by \$29.9 million for the Mid-Tex Rate Division, effective for bills rendered on or after June 1, 2016. The monthly residential customer charge will be \$19.10. The consumption charge will be \$0.11378 per Ccf. The monthly bill impact for the typical residential customer consuming 46.8 Ccf will be an increase of \$1.26, or about 2.43%. The typical commercial customer will see an increase of \$3.81, or 1.43%. Attached to this Model Staff Report is a summary of the impact of new rates on the average bills of all customer classes.

The ACSC Executive Committee and its designated legal counsel and consultants recommend that all Cities adopt the Ordinance with its attachments approving the negotiated rate settlement resolving the 2016 RRM filing, and implementing the rate change.

Explanation of "Be It Ordained" Sections:

1. This section approves all findings in the Ordinance.
2. This section finds the settled amount of \$29.9 million to be a comprehensive settlement of gas utility rate issues arising from Atmos Mid-Tex's 2016 RRM filing, and that such settlement is in the public interest and is consistent with the City's statutory authority.
3. This section finds the existing Atmos Mid-Tex rates to be unreasonable, and approves the new tariffed rates providing for additional revenues over currently-billed rates of \$29.9 million and adopts the attached new rate tariffs (Attachment A).
4. This section establishes the baseline for pensions and other post-employment benefits for future rate cases (Attachment C).
4. This section requires the Company to reimburse Cities for reasonable ratemaking costs associated with reviewing and processing the RRM filing.
5. This section repeals any resolution or ordinance that is inconsistent with this Ordinance.
6. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
7. This section is a savings clause, which provides that if any section(s) is later found to be unconstitutional or invalid, that finding shall not affect, impair or invalidate the remaining provisions of this Ordinance. This section further directs that the remaining provisions of the Ordinance are to be interpreted as if the offending section or clause never existed.
8. This section provides for an effective date upon passage which, according to the Cities' ordinance that adopted the RRM process, is June 1, 2016.
- 9.

10. This paragraph directs that a copy of the signed Ordinance be sent to a representative of the Company and legal counsel for the Steering Committee.

10. Table 2

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2016 RATE REVIEW MECHANISM FILINGS; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the Town of Addison, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a new Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, on March 1, 2016, Atmos Mid-Tex filed its 2016 RRM rate request with ACSC Cities; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2016 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$29.9 million on a system-wide basis; and

WHEREAS, the attached tariffs implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That the City Council finds that the settled amount of an increase in revenues of \$29.9 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2016 RRM filing is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment A, are just

and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$29.9 million in revenue over the amount allowed under currently approved rates, as shown in the Proof of Revenues attached hereto and incorporated herein as Attachment B; such tariffs are hereby adopted.

Section 4. That the ratemaking treatment for pensions and other post-employment benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment C, attached hereto and incorporated herein.

Section 5. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2016 RRM filing.

Section 6. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 7. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 8. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 9. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after June 1, 2016.

Section 10. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy

Corporation, 5420 LJB Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this _____ day of _____, 2016.

Mayor

ATTEST:

APPROVED AS TO FORM:

City Secretary

City Attorney

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 12

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 19.10 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 19.12 per month
Commodity Charge – All <u>Ccf</u>	\$0.11378 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2015.

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 13

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 41.75 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 41.77 per month
Commodity Charge – All Ccf	\$ 0.08494 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2015.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 14

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 738.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3096 per MMBtu
Next 3,500 MMBtu	\$ 0.2267 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0486 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailement Overpull Fee

Upon notification by Company of an event of curtailement or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailement or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 15

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 16

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 738.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3096 per MMBtu
Next 3,500 MMBtu	\$ 0.2267 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0486 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 17

Curtailement Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2016	PAGE: 41

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2016	PAGE: 42

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	10.09	0.1392	98.01	0.6440
Austin	11.21	0.1551	203.36	0.8564
Dallas	13.72	0.2048	189.83	0.9984
Waco	9.89	0.1411	129.75	0.6695
Wichita Falls	11.49	0.1506	122.35	0.5967

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

File Date: March 1, 2016

**ATMOS ENERGY CORP., MID-TEX DIVISION
PROPOSED TARIFF STRUCTURE (BEFORE RATE CASE EXPENSE RECOVERY)
TEST YEAR ENDING DECEMBER 31, 2015**

	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)
1	Proposed Change In Rates:		\$ 29,603,205			Schedule A					
2	Proposed Change In Rates without Revenue Related Taxes:		\$ 27,447,850			Ln 1 divided by factor on WP_F-5.1					
3											
4											
5											
6		Revenue Requirements		Allocations							
7	Residential	\$ 338,431,486		77.95%		Per GUD 10170 Final Order					
8	Commercial	84,223,622		19.40%		Per GUD 10170 Final Order					
9	Industrial and Transportation	11,490,316		2.65%		Per GUD 10170 Final Order					
10	Net Revenue Requirements GUD No. 10170	\$ 434,145,424									

With Proportional Increase all classes but Residential and a 40% residential base charge increase:				
		Current	Prospective	Revenues
20	Residential Base Charge	\$ 18.56	\$ 0.48	\$ 8,558,622
21	Residential Consumption Charge	\$ 0.09931	\$ 0.01540	12,837,933
22	Commercial Base Charge	\$ 39.87	\$ 1.81	2,662,423
23	Commercial Consumption Charge	\$ 0.08020	\$ 0.00480	2,662,423
24	I&T Base Charge	\$ 697.35	\$ 38.03	363,224
25	I&T Consumption Charge Tier 1 MMBTU	\$ 0.2937	\$ 0.0166	172,167
26	I&T Consumption Charge Tier 2 MMBTU	\$ 0.2151	\$ 0.0121	139,070
27	I&T Consumption Charge Tier 3 MMBTU	\$ 0.0461	\$ 0.0026	51,988
28				\$ 27,447,850

With Customer Charges Rounded Off and residential base charge increase for 2015 limited to \$0.50 per RRM tariff:				
		Proposed Change In Revenues	Proposed Rates	Proposed Revenues
Residential Base Charge	\$ 0.52	\$ 9,335,278	\$ 19.08	\$ 339,813,673
Residential Consumption Charge	\$ 0.01447	12,061,297	\$ 0.11378	94,839,970
Commercial Base Charge	\$ 1.83	2,697,162	\$ 41.70	61,390,268
Commercial Consumption Charge	\$ 0.00474	2,626,475	\$ 0.08494	47,065,984
I&T Base Charge	\$ 39.65	378,728	\$ 737.00	7,039,815
I&T Consumption Charge Tier 1 MMBTU	\$ 0.0159	165,150	\$ 0.3096	3,215,747
I&T Consumption Charge Tier 2 MMBTU	\$ 0.0116	132,888	\$ 0.2267	2,597,042
I&T Consumption Charge Tier 3 MMBTU	\$ 0.0025	49,955	\$ 0.0486	971,117
		\$ 27,446,933		\$ 556,933,616

File Date: March 1, 2016

**ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS ADJUSTMENT
TEST YEAR ENDING DECEMBER 31, 2015**

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Supplemental Executive Benefit Plan ("SERP")	Post-Retirement Medical Plan ("FAS 106")	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Fiscal Year 2016 Towers Watson Report as adjusted (1), (3)	\$ 5,101,680	\$ 2,896,450	\$ 7,840,683	\$ 150,433	\$ 4,466,430	
2	O&M Expense Factor (2)	96.41%	96.41%	37.42%	20.77%	37.42%	
3	Fiscal Year 2016 Actuarially Determined O&M Benefits (Ln 1 x Ln 2)	\$ 4,918,540	\$ 2,792,473	\$ 2,933,599	\$ 31,249	\$ 1,671,119	
4	Allocation to Mid-Tex (2)	40.56%	40.56%	71.52%	100.00%	71.52%	
5	Mid-Tex Benefits Expense Included in Rates - Proposed (Ln 3 x Ln 4)	\$ 1,995,016	\$ 1,132,659	\$ 2,098,222	\$ 31,249	\$ 1,195,248	\$ 6,452,393
6							
7	Mid-Tex Benefits Expense per GUD 10359 and RRM Test Year Ending December 31, 2014 Benchmark (4)	\$ 2,831,859	\$ 2,013,260	\$ 2,925,600	\$ 34,809	\$ 2,695,721	\$ 10,501,250
8							
9	Test Year Adjustment (Line 5 minus Line 7)	\$ (836,844)	\$ (880,601)	\$ (827,379)	\$ (3,561)	\$ (1,500,472)	\$ (4,048,856)
10							
11	Adjustment Summary:						
12	Account 922	\$ (836,844)	\$ (880,601)	\$ -	\$ -	\$ -	\$ (1,717,445)
13	Account 926	-	-	(827,379)	(3,561)	(1,500,472)	(2,331,412)
14	Total (Ln 12 plus Ln 13)	\$ (836,844)	\$ (880,601)	\$ (827,379)	\$ (3,561)	\$ (1,500,472)	\$ (4,048,856)

Notes:

1. Studies not applicable to Mid-Tex or Shared Services are omitted.
2. The factors on Lines 2 and 4 are based on the factors in 2016 RRM (Test Year Ending December 31, 2015).
3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.
4. GUD No. 10359 is the benchmark for January-May which is the same benchmark as used in the RRM TYE December 31, 2014 for June-December.

**ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2015**

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Supplemental Executive Benefit Plan ("SERP")	Post-Retirement Medical Plan ("FAS 106")	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Fiscal Year 2016 Towers Watson Report (excluding Removed Cost Centers)	\$ 5,101,680	\$ 2,896,450	\$ 7,840,683	\$ 150,433	\$ 4,466,430	
2	Allocation to Mid-Tex	40.56%	40.56%	71.52%	100.00%	71.52%	
3	FY16 Towers Watson Benefit Costs (excluding Removed Cost Centers) Allocated to MTX (Ln 1 x Ln 2)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	FY16 Towers Watson Benefit Costs To Approve (excluding Removed Cost Centers) (Ln 3 x Ln 4)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081
6							
7							
8	Summary of Costs to Approve:						
9							
10	Total Pension Account Plan ("PAP")	\$ 2,069,299		\$ 5,607,955			\$ 7,677,254
11	Total Post-Retirement Medical Plan ("FAS 106")		\$ 1,174,833			\$ 3,194,561	4,369,394
12	Total Supplemental Executive Retirement Plan ("SERP")				\$ 150,433		150,433
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081
14							
15							
16	O&M Expense Factor	96.41%	96.41%	37.42%	20.77%	37.42%	
17							
18	Expense Portion (Ln 13 x Ln 16)	\$ 1,995,016	\$ 1,132,659	\$ 2,098,222	\$ 31,249	\$ 1,195,248	\$ 6,452,393
19							
20	Capital Factor	3.59%	3.59%	62.58%	79.23%	62.58%	
21							
22	Capital Portion (Ln 13 x Ln 20)	\$ 74,283	\$ 42,174	\$ 3,509,733	\$ 119,184	\$ 1,999,313	\$ 5,744,687
23							
24	Total (Ln 18 + Ln 22)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081

AI-1695

7.

Work Session and Regular Meeting

Meeting Date: 06/14/2016

Department: Finance

AGENDA CAPTION:

Consider Approval Of An **Ordinance Amending The Town's Court Technology Fund For The Fiscal Year Ending September 30, 2016 For Purchase Of Technology Upgrades For The Municipal Court.**

BACKGROUND:

The Court Technology Fund is funded by a portion of fines collected at the Addison Municipal Court . Expenditures are restricted by state law and can only be expended by the Municipal Court for technology used in court operations. This budget update request includes the following:

- \$15,000 for the support/maintenance fee for the discontinued (old) Court software package (Infosol) which was still in use during the implementation of the new software, INCODE
- \$8,000 for scanners that are required for the new software, a video console used by Judge Dwight to record arraignments at the jail, and vertical monitors for use in the Court room and by Court clerks at the Municipal Court front window.

Included in the ordinance are exhibits that provide details regarding the budget amendment. Exhibit A reflects the summary of the amended budget at the fund level, Exhibit B details all proposed budget modifications.

RECOMMENDATION:

Administration recommends approval.

Attachments

FY16 Court Technology Fund Budget Amendment Ordinance Including Exhibits

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING THE ANNUAL BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2016; PROVIDING THAT EXPENDITURES SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET AS AMENDED; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas (the “City”) adopted a budget for the City for the fiscal year beginning October 1, 2015 and ending September 30, 2016 as set forth in Ordinance No. O15-018 of the City; and

WHEREAS, Section 5.08 of the City Charter provides that the budget may be amended or changed, under conditions which may arise and which could not reasonably have been foreseen in the normal process of planning the budget, to provide for any additional expense in which the general welfare of the citizenry is involved, that such amendments shall be by Ordinance, and that they shall become an attachment to the original budget; and

WHEREAS, Section 102.010 of the Texas Local Government Code authorizes the City Council to make changes in the adopted budget for municipal purposes, and the changes to the budget made herein are for municipal purposes; and

WHEREAS, the amendments and changes to the City’s 2015-2016 budget made herein are as a result of conditions that have arisen and could not reasonably have been foreseen in the normal process of planning the budget, provide for additional expenses in which the general welfare of the citizenry is involved, and the City Council finds that the amendments provided for herein are of a serious public necessity and an urgent need for the City.

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

Section 1. In accordance with Section 5.08 of the City Charter, Ordinance No. O15-018 of the Town of Addison, Texas (the “City”), adopting the 2015-16 annual budget, is hereby amended to appropriate \$23,000 for budget expenditures in the Court Technology Special Revenue Fund in the particulars stated in **Exhibits A and B** attached hereto and made a part of this Ordinance.

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

Section 3. This Ordinance shall take effect upon its passage and approval.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 14th day of June, 2016.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda McDonald, City Attorney

TOWN OF ADDISON

**CITY COUNCIL AMENDED
FISCAL YEAR 2015 – 2016
COURT TECHNOLOGY SPECIAL REVENUE FUND**

**Presented for Adoption by Ordinance
June 14, 2016**



TOWN OF ADDISON
CITY COUNCIL AMENDED BUDGET
FOR THE FISCAL YEAR
ENDING SEPTEMBER 30, 2016

TABLE OF CONTENTS

Court Technology Fund Statement
Amendment Detail

Exhibit A-1
Exhibit B-1

TOWN OF ADDISON
COURT TECHNOLOGY SPECIAL REVENUE FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE
Amendments to the 2015-2016 Budget

	Budget 2015-16	Amendments	Amended Budget 2015-16
BEGINNING BALANCE	\$ 93,111	\$ -	93,111
REVENUES:			
Court Technology fees	20,000	-	20,000
Interest Earnings and other	50	-	50
TOTAL REVENUES	<u>20,050</u>	<u>-</u>	<u>20,050</u>
	-		
TOTAL AVAILABLE RESOURCES	<u>113,161</u>	<u>-</u>	<u>113,161</u>
EXPENDITURES:			
Personnel services	-	-	-
Supplies	2,000	8,000	10,000
Maintenance	4,000	15,000	19,000
Contractual services	-	-	-
TOTAL EXPENDITURES	<u>6,000</u>	<u>23,000</u>	<u>29,000</u>
ENDING BALANCE	<u>\$ 107,161</u>	<u>\$ (23,000)</u>	<u>\$ 84,161</u>

**TOWN OF ADDISON
DETAIL OF RECOMMENDED FY 14-15 BUDGET AMENDMENTS**

Fund / Category	Revenues and Other Funding Sources/Uses	Expenditures					
		Personnel Services	Supplies	Maintenance	Contractual Services	Capital Outlay	Total Department
Court Technology Fund							
Annual Court System Maint: 1/1/16 through 12/31/16	-	-	-	15,000	-	-	15,000
Court Scanners, video arraignment vi-vue, other court electronics	-	-	8,000	-	-	-	8,000
Total Court Technology Fund	\$ -	\$ -	\$ 8,000	\$ 15,000	\$ -	\$ -	\$ 23,000
TOTAL AMENDMENTS:	\$ -						\$ 23,000

AI-1697

8.

Work Session and Regular Meeting

Meeting Date: 06/14/2016

Department: General Services

AGENDA CAPTION:

Present And Discuss **Update Regarding Kaboom Town 2016.**

BACKGROUND:

Staff would like to provide the Council an update on the programing and activities of our Kaboom Town 2016 event that will take place on July 3, 2016.

RECOMMENDATION:

Information only, no action required.

Work Session and Regular Meeting**Meeting Date:** 06/14/2016**Department:** Infrastructure- Development Services

AGENDA CAPTION:

Present, Discuss And Consider Approval Of **A Settlement And Release Agreement With Oncor Electric Delivery Company LLC In The Amount Of \$18,763.49 For Reimbursement Of Excess Charges.**

BACKGROUND:

Oncor Electric Delivery Company, LLC (Oncor) conducted audits of the street lights in each of their member cities in the Dallas/Fort Worth Metroplex in 2015. The audits determined the number of street light poles in each municipality and the wattage of the lights located on each pole. Addison does not pay Oncor for the street light poles themselves but does pay for energy needed to power the street lights. Oncor's audit showed that Oncor had listed in their inventory more street light poles than were actually in the field and that the wattage on some of the street lights was listed incorrectly. This error resulted in the Town paying excess charges for transmission and distribution service as well as excess energy charges.

In order to reconcile this, Oncor is proposing a repayment of \$18,763.49 to the Town that refunds these charges from the date of the Energy Act that was effective January 1, 2008. One of the provisions of the Energy Act was to outlaw the use of mercury vapor street lights. Prior to the date of the Energy Act, if a mercury vapor light was in need of repair or replacement, it would have been replaced or repaired with another mercury vapor street light. After that date, the mercury vapor lights were no longer allowed so Oncor was required to replace it with a light that used less energy, such as high-pressure sodium. Oncor found, however, that oftentimes when the street light was changed to a more energy efficient type, the energy charge for the street light was not changed in their system. This resulted in an overcharge to Addison for excess energy costs. Since Oncor does not have records of when each mercury vapor street light was replaced with a more energy efficient type, the decision was made to use the date of the Energy Act as the date from which to factor the reconciliation and reimbursement. In some cases, the number of street lights were incorrect in the system. This has also now been corrected with accurate information.

By agreeing to this settlement, both Oncor and the Town avoid the expense of proceedings at either the Public Utility Commission or the state district court. The Town does not keep any records that could dispute any possible overcharges, as well. Also, by accepting the terms of the agreement, the Town releases Oncor from repaying any overages (if there were any) that are later discovered from before 2008.

Going forward, Oncor has developed a system that will better track the replacements

and a schedule for which they will conduct these audits on a more regular basis to avoid the discrepancies in the future.

RECOMMENDATION:

Administration recommends approval.

Attachments

Settlement and Release Agreement

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the "Agreement") is made and entered into as of November 10, 2015 (the "Effective Date") by and between Oncor Electric Delivery Company LLC ("Oncor") and the Town of Addison, Texas (the "Town").

WHEREAS, Oncor and the Town agree that Oncor and its predecessors in interest have been billing – either directly to the Town prior to the start of retail competition in January 2002 or to retail electric providers serving the Town since the start of retail competition in January 2002 – for providing service to unmetered street lights (the "Street Lights") for which the Town is the end-use customer; and

WHEREAS, Oncor and the Town agree that Oncor's billings have, for an undetermined period of time, been inaccurate with respect to the number and/or type and/or size of Street Lights for which the Town is the end-use customer; and

WHEREAS Oncor and the Town recognize that the information is not readily available to determine the exact number, type and size of streetlights provided by Oncor during the past; and

WHEREAS the overbilling of street light numbers has resulted in Town paying excess charges not only for transmission and distribution service, but also for energy; and

WHEREAS, Oncor and the Town wish to avoid the expense of proceedings at either the Public Utility Commission of Texas or state district court; and

WHEREAS, Oncor wishes to avoid the expense Oncor would incur if it were required to cancel/rebill prior bills or invoices to the Town or to the Town's retail electric provider(s).

NOW, THEREFORE, in order to fully and finally resolve all disputes and claims arising out of or related to the billings by Oncor, Oncor's predecessors in interest, the Town's retail electric providers, and the affiliated companies of each, for electricity consumed by the Street Lights, and for the mutual covenants set forth in this Agreement, the adequacy and sufficiency of which is acknowledged, Oncor and the Town agree as follows:

1. PAYMENT TO THE TOWN

No later than 30 days after the latest signature date set below, Oncor will pay the Town the sum of \$18,763.49.

2. RELEASE OF ONCOR AND ITS AFFILIATES, AND OF RETAIL ELECTRIC PROVIDERS WHO PROVIDED STREET LIGHT SERVICE TO THE TOWN

The Town, on behalf of itself and its successors and assigns and any and all persons, entities or municipalities claiming by, through or under them, hereby **RELEASES, DISCHARGES AND ACQUITS**, forever and for all purposes, Oncor, its predecessors in interest, and each of their respective agents, employees, officers, directors, shareholders, partners, insurers, attorneys, legal representatives, successors, and assigns, as well as all affiliated companies, including TXU Energy Company LLC and its subsidiaries, as well as all retail electric providers from whom the Town has taken retail electric service, for Street Lights from and against any and all liability which they now have, have had, or may have, and all past, present and future actions, causes of action, claims, demands, damages, costs, expenses, compensation, losses, and fees of any kind or nature whatsoever, whether known or unknown, fixed or contingent, in law or in equity, whether asserted or unasserted, whether now existing or accruing in the future, arising out of or related to the calculation, reporting, billing or invoicing of charges to the Town for electric service for Street Lights through November 10, 2015.

3. AGREEMENT AS TO ACCURACY OF CURRENT STREET LIGHT BILLING INFORMATION

Town does not dispute and agrees not to dispute that the current Street Light billing information being used by Oncor for the Town's Street Lights, including but not limited to the number, types and sizes of Street Lights, as detailed on Attachment A, is accurate as of November 10, 2015.

4. WARRANTY AS TO AUTHORITY

Oncor and the Town each warrant that the person executing this Agreement on their behalf has the authority to bind the entity for whom such person signs this Agreement.

5. MISCELLANEOUS PROVISIONS

A. The parties acknowledge and agree that the terms of this Agreement are all contractual and not mere recitals.

B. The parties acknowledge that they have read this Agreement in its entirety, understand its terms, and that this Agreement is entered into voluntarily, without duress, and with full knowledge of its legal significance.

C. This Agreement may not be modified in any manner, nor may any rights provided for herein be waived, except in an instrument in writing signed by each party.

D. This Agreement shall be construed in accordance with the laws of the State of Texas.

E. This Agreement, and any amendment hereto, may be executed in one or more counterparts. All of such counterparts shall constitute one and the same agreement. The parties expressly agree that any counterparts signed and delivered by electronic copy or facsimile shall be deemed original document and shall legally bind the parties to the same extent as originals.

IN WITNESS THEREOF, each party, by its duly authorized representative, has executed this Agreement as of the applicable date set forth below, and by such execution, giving the Agreement full force and effect as of the Effective Date.

ONCOR ELECTRIC DELIVERY COMPANY LLC

By: _____

Its: Vice President

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2015, by _____, of Oncor Electric Delivery Company LLC, on behalf of said entity.

Notary Public, State of Texas

THE TOWN OF _____, TEXAS

By: _____

Its: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____,
2015, by _____, on behalf of the Town of _____, Texas.

Notary Public, State of Texas

ATTACHMENT A

TOWN OF ADDISON STREET LIGHTING BILLING TABLE AS OF NOVEMBER 10, 2015

Account	Description		Count	Last Run	Wattage	Type	Schedule
6000145	ADDISON, TOWN OF	(100,HP,A)	253	11/10/2015	100	HP	A
4400337	ADDISON, TOWN OF	(100,HP,B)	42	11/10/2015	100	HP	B
4400399	ADDISON, TOWN OF	(150,HP,A)	3	11/10/2015	150	HP	A
4400368	ADDISON, TOWN OF	(150,IN,I)	0	11/10/2015	150	IN	I
8841146	ADDISON, TOWN OF	(150,MH,A)	4	11/10/2015	150	MH	A
4400430	ADDISON, TOWN OF	(175,MH,A)	44	11/10/2015	175	MH	A
4400492	ADDISON, TOWN OF	(175,MV,A)	28	11/10/2015	175	MV	A
8291702	ADDISON, TOWN OF	(200,HP,A)	15	11/10/2015	200	HP	A
4400585	ADDISON, TOWN OF	(250,HP,A)	300	11/10/2015	250	HP	A
4400616	ADDISON, TOWN OF	(250,HP,B)	121	11/10/2015	250	HP	B
4400678	ADDISON, TOWN OF	(400,HP,A)	20	11/10/2015	400	HP	A
4400647	ADDISON, TOWN OF	(400,MV,A)	9	11/03/2015	400	MV	A



Town of Addison - Oncor Streetlight Audit Summary 2015

Inventory Counts				
Pre-Survey Light Total	Lights Surveyed	Lights Correct	Total Errors	Post-Survey Light Total
850	850	808	42	839
(10/13/15)	100.00%	95.06%	4.94%	(11/10/15)

Audit Findings				
Record Errors	Wattage	Removes	New Adds to Existing Premises	New Adds, Not in Billing System
42	21	19	2	5
100.00%	50.00%	45.24%	4.76%	

Settlement Calculations						
Adds - Lights in Field		Removes - Light not in Field		Net	Unit Settlement	Extended Amount
1	100-HP,A	1	100-HP,A	0	\$1,226.30	\$0.00
6	250-HP,A	17	250-HP,A	11	\$1,485.73	\$16,343.03
0	400-HP,A	1	400-HP,A	1	\$2,224.97	\$2,224.97
7		19		12		\$18,568.00

Wattage Correction Changes	\$195.49
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Total Settlement to be Paid	\$18,763.49
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Town of Addison

Line #	GLN	Qty	Original Light Type	Action Taken	Correct Qty	Correct Light Type	Audit Time Stamp	Record Notes	Unit Settlement
Lights Added to Existing Premises									
1	3966058-3657586	0	No Light	ADD A^Add	1	100 HP	11/3/2015 11:23:24	Added 100HP	
2	3970424-3673194	0	No Light	ADD A^Add	1	250 HP	11/3/2015 10:58:53	Added 250HP	
		0			2				

Line #	GLN	Qty	Original Light Type	Action Taken	Correct Qty	Correct Light Type	Audit Time Stamp	Record Notes	Unit Settlement
--------	-----	-----	---------------------	--------------	-------------	--------------------	------------------	--------------	-----------------

Lights Removed									
1	3964780-3660694	1	100 HP	ADD A^Remove	0	No Light	11/3/2015 10:47:04	Removed 100HP	
2	3974403-3662696	2	250 HP	ADD A^Remove	1	250 HP	11/3/2015 12:33:49	Removed 1-250HP	
3	3967980-3666778	2	250 HP	ADD A^Remove	1	250 HP	11/3/2015 11:09:57	Removed 1-250HP	
4	3968213-3657674	2	250 HP	ADD A^Remove	0	No Light	11/3/2015 10:55:39	Removed 2-250HP	
5	3962974-3661493	2	250 HP	ADD A^Remove	0	No Light	11/3/2015 10:49:51	Removed 2-250HP	
6	3967070-3668175	2	250 HP	ADD A^Remove	0	No Light	11/3/2015 10:48:58	Removed 2-250HP	
7	3974401-3662525	1	250 HP	ADD A^Remove	0	No Light	11/3/2015 12:35:50	Removed 250HP	
8	3968163-3657748	1	250 HP	ADD A^Remove	0	No Light	11/3/2015 10:58:02	Removed 250HP	
9	3967794-3657665	1	250 HP	ADD A^Remove	0	No Light	11/3/2015 10:56:49	Removed 250HP	
10	3967993-3657670	1	250 HP	ADD A^Remove	0	No Light	11/3/2015 10:56:13	Removed 250HP	
11	3968078-3657671	1	250 HP	ADD A^Remove	0	No Light	11/3/2015 10:57:37	Removed 250HP	
12	3973032-3660330	1	250 HP	ADD A^Remove	0	No Light	11/3/2015 10:53:21	Removed 250HP	
13	3972525-3664669	1	250 HP	ADD A^Remove	0	No Light	11/3/2015 10:52:27	Removed 250HP	
14	3970808-3664444	1	250 HP	ADD A^Remove	0	No Light	11/3/2015 10:48:12	Removed 250HP	
15	3970431-3672874	1	250 HP	ADD A^Remove	0	No Light	11/3/2015 10:47:39	Removed 250HP	
16	3964171-3658423	1	400 HP	ADD A^Remove	0	No Light	11/3/2015 10:50:21	Removed 400MV	
		21			2				18568.00

Oncor Audit Results - Inventory Corrections

2015

Line #	GLN	Qty	Original Light Type	Action Taken	Correct Qty	Correct Light Type	Audit Time Stamp	Record Notes	Unit Settlement
Wattage Change									
1	3976751-3660421	1	100 HP	ADD	1	175 MV	11/3/2015 12:46:06	Changed 100HP to 175MV	(\$194.20)
2	3976439-3662302	1	100 HP	ADD	1	175 MV	11/3/2015 12:41:42	Changed 100HP to 175MV	(\$194.20)
3	3963038-3658658	1	100 HP	ADD	1	250 HP	11/3/2015 11:16:03	Changed 100HP to 250HP	(\$484.15)
4	3970529-3672068	1	100 HP	ADD	1	250 HP	11/3/2015 10:59:56	Changed 100HP to 250HP	(\$484.15)
5	3966457-3660721	1	150 HP	ADD	1	175 MV	11/3/2015 11:01:28	Changed 150HP to 175MV	\$61.50
6	3963602-3658411	1	175 MV	ADD	1	100 HP	11/3/2015 11:14:36	Changed 175MV to 100HP	\$200.20
7	3976353-3661661	1	175 MV	ADD	1	100 HP	11/3/2015 12:37:10	Changed 175MV to 100HP	\$200.20
8	3976307-3662379	1	175 MV	ADD	1	100 HP	11/3/2015 12:38:07	Changed 175MV to 100HP	\$200.20
9	3970923-3664228	1	200 HP	ADD	1	250 HP	11/3/2015 11:18:32	Changed 200HP to 250HP	(\$136.94)
10	3969578-3662421	1	200 HP	ADD	1	400 MV	11/3/2015 11:11:17	Changed 200HP to 400MV	(\$482.55)
11	3970718-3672082	2	100 HP	ADD	2	250 HP	11/3/2015 11:03:40	Changed 100HP to 250HP	(\$968.30)
12	3970908-3672076	2	100 HP	ADD	2	250 HP	11/3/2015 11:04:54	Changed 100HP to 250HP	(\$968.30)
13	3970487-3674441	1	250 HP	ADD	1	100 HP	11/3/2015 11:07:51	Changed 250HP to 100HP	\$500.71
14	3976873-3660324	1	400 MV	ADD	1	150 HP	11/3/2015 12:45:15	Changed 400MV to 150HP	\$595.90
15	3969579-3662631	1	400 MV	ADD	1	200 HP	11/3/2015 11:12:09	Changed 400MV to 200HP	\$498.17
16	3969575-3662760	1	400 MV	ADD	1	200 HP	11/3/2015 11:12:59	Changed 400MV to 200HP	\$498.17
17	3970863-3664169	1	400 MV	ADD	1	200 HP	11/3/2015 11:08:38	Changed 400MV to 200HP	\$498.17
18	3969041-3671136	1	400 MV	ADD	1	200 HP	11/3/2015 11:02:13	Changed 400MV to 200HP	\$498.17
19	3963723-3657494	1	400 MV	ADD	1	250 HP	11/3/2015 11:13:48	Changed 400MV to 250HP	\$356.89
					21				\$195.49

Oncor Audit Results - New Adds

2015

Line #	Lat	Log	Location	Qty	Owner	Light Type	Description	Audit Time Stamp
New Lights Added, Not in Billing System								
1	32.9469763321824	-96.8269361764942	14800 Landmark Blvd, Dallas, TX 75254, USA	1	Oncor	250-HP	STEEL POLE. SINGLE SHOEBOX STREETLIGHT FIXTURE. UG FEED. ES OF LANDMARK BLVD 2S OF LANDMARK BLVD E.	10/23/2015 10:50:13
2	32.9473510427533	-96.8272095064634	14800 Landmark Blvd, Dallas, TX 75254, USA	1	Oncor	250-HP	STEEL POLE. SINGLE SHOEBOX STREETLIGHT FIXTURE. UG FEED. ES OF LANDMARK BLVD 1S OF LANDMARK BLVD E.	10/23/2015 10:52:31
3	32.9397071710621	-96.8391073388557	13995 Midway Rd, Farmers Branch, TX 75244, USA	1	Oncor	250-HP	WOOD POLE. COBRA STREETLIGHT FIXTURE. OH FEED. TRANSFORMER POLE. SW CNR OF MIDWAY RD	10/23/2015 12:25:11
4	32.9591266070317	-96.8260753151344	15502 Quorum Dr, Addison, TX 75001, USA	2	Oncor	250-HP	STEEL POLE. TWO SHOEBOX STREETLIGHT FIXTURES. UG FEED. CENTER NORTH MEDIAN OF QUORUM DR AT ARAPAHO RD.	10/23/2015 10:14:10
				5				

Work Session and Regular Meeting

Meeting Date: 06/14/2016

Department: Finance

AGENDA CAPTION:

Present, Discuss, and Consider Approval Of A **Resolution Authorizing The City Manager To Enter Into A Professional Services Agreement With BKD, LLP As The Town's External Audit Firm For An Amount Not To Exceed \$93,000 For The Fiscal Year Ending September 30, 2016.**

BACKGROUND:

As part of the Town's charter requirement and financial best practices, the Town engages an independent audit firm to conduct an annual audit. This year, the Town prepared a Request for Qualifications (RFQ) for external audit services. Four firms responded to the RFQ and three finalists were selected and interviewed by the committee. The committee consisted of the Deputy City Manager, Interim CFO, Assistant Finance Director, and Accounting Manager. The committee unanimously selected the firm of BKD, LLP as the best value provider of external audit services for the Town.

Attached is a professional services agreement with BKD for a period of three years (FY2016-2018) with two one-year extensions (FY2019 & FY2020). This agreement contains details about the FY2016 engagement and the terms and conditions of the overall agreement. Exhibit A is the FY2016 engagement letter and Exhibit B outlines the terms and conditions of the agreement. Annually, BKD will submit an engagement letter that outlines the details for that year's audit which will be brought to Council for approval.

BKD, LLP, is a national CPA and advisory firm that offers clients a variety of services in accounting, audit and assurance, tax, risk management, technology, corporate finance, forensic and valuation services and wealth management. Firm-wide, they serve approximately 500 governmental entities, 15 of which are in Texas. The local office, which will service this audit, is located in Addison at 14241 Dallas Parkway, Suite 1100, Dallas, TX 75254-2961.

The Audit Engagement fee for the external Financial Audit for the period ending September 30, 2016 is \$85,300 and the Single Audit Fee is \$7,700 for a total fee of \$93,000.

RECOMMENDATION:

Administration recommends approval.

Attachments

External Auditor Evaluation

Resolution



Professional Auditing Services

RFQ - 16-35

Presentation Summary Evaluation Worksheet

Maximum Points				
50	20	20	10	100

Vendor Name
BKD
Grant Thornton
McConnell & Jones

Experience, qualifications, etc.
50
47
39

Price
14
12
20

Responsiveness
19
16
16

Commitment to Gov. Accting & Auditing
10
10
8

Total
93
85
82

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE PROFESSIONAL CONSULTING AGREEMENT BETWEEN THE TOWN OF ADDISON AND BKD, LLP TO PERFORM THE FY 2015-2016 AUDIT IN AN AMOUNT NOT TO EXCEED \$93,000.00, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The Professional Consulting Agreement between the Town of Addison and BKD, LLP for auditor services in an amount not to exceed \$93,000.00, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 14th day of June, 2016.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

PROFESSIONAL CONSULTING AGREEMENT

This Professional Consulting Agreement (the "Agreement") is made by and between the Town of Addison, Texas, a Texas home rule municipality ("Addison") and BKD, LLP, a Texas limited liability partnership, ("BKD" and together with Addison, the "Parties"), with an effective date of _____, 2016. This Agreement consists of the following documents which are attached hereto and incorporated herein:

- **Exhibit A** – Engagement Letter from Consultant dated _____, 2016
- **Exhibit B** – Terms and Conditions of Agreement

In consideration of the mutual undertakings set forth below, the Parties agree as follows:

1. **Scope of Services.** This Agreement anticipates the execution of BKD's engagement letter dated _____, 2016, **Exhibit A**, attached hereto and incorporated herein (the "Services"), and sets forth the terms and conditions, and tasks and deliverables pursuant to which BKD shall perform Addison's annual audit for FY 2015-16 as described in **Exhibit A**.
2. **Compensation.** Addison will pay BKD \$93,000 (\$105,000 if BKD prepares the comprehensive annual financial report), which includes an administrative fee to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as computer processing, software licensing, research and library databases and similar expense items. If a Single Audit is not required, BKD's fees will be reduced to \$85,300.00. Additional services, as outlined in **Exhibit A**, will not be performed by BKD without written authorization from Addison for such additional services.
3. **Term and Renewal.** The initial term of this Agreement shall be for three (3) annual audits through the FY 2017-2018 annual audit. Addison, at its sole option, may extend the term to include up to two (2) additional annual audits, FY 2018-2019 and FY 2019-2020 on the terms contained herein.
4. **Terms and Conditions of Agreement.** The Terms and Conditions of Agreement as set forth in **Exhibit B** shall govern the relationship between Addison and BKD. In the event of a conflict between the provisions of **Exhibit A** and the Terms and Conditions of Agreement set forth in **Exhibit B**, the Terms and Conditions of Agreement set forth in **Exhibit B** shall prevail.

Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Addison and BKD, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Addison and its report users and not for the benefit of any other party.

This Agreement constitutes the entire agreement between Addison and BKD and supersedes all prior written or oral understandings.

EXHIBIT A

Executed with an effective date as set forth above.

Town of Addison, Texas
a Texas home rule municipality

BKD, LLP
a Texas limited liability partnership

Wesley S. Pierson, City Manager

Name Printed: _____
Title: _____

EXHIBIT A

EXHIBIT A



14241 Dallas Parkway, Suite 1100 // Dallas, TX 75254-2961
972.702.8262 // fax 972.702.0673 // bkd.com

June 10, 2016

Honorable Todd Meier, Mayor
Members of City Council
Mr. Wes Pierson, City Manager
Mr. Scott Neils, Interim Chief Financial Officer
Mr. Wil Newcomer, CPPB, Purchasing Manager
Town of Addison, Texas
P. O. Box 9010
Addison, Texas 75001

We are pleased to confirm the arrangements of our engagement and the nature of the services we will provide to the Town of Addison, Texas.

ENGAGEMENT OBJECTIVES AND SCOPE

We will audit the basic financial statements of the Town of Addison, Texas, as of and for the year period ended September 30, 2016, and the related notes to the financial statements.

Our audit will be conducted with the objectives of

- ✓ Expressing an opinion on the financial statements
- ✓ Issuing a report on your compliance based on the audit of your financial statements.
- ✓ Issuing a report on your internal control over financial reporting based on the audit of your financial statements.
- ✓ Expressing an opinion on your compliance, in all material respects, with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Compliance Supplement* that are applicable to each of your major federal award programs.
- ✓ Issuing a report on your internal control over compliance based on the audit of your compliance with the types of compliance requirements that are applicable to each of your major federal award programs.
- ✓ Issuing a report on your schedule of expenditures of federal awards.



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Town of Addison, Texas
June 10, 2016
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OUR RESPONSIBILITIES

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States and *Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require that we plan and perform:

- ✓ The audit of the financial statements to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.
- ✓ The audit of compliance with the types of compliance requirements described in the *OMB Compliance Supplement* applicable to each major federal award program to obtain reasonable rather than absolute assurance about whether noncompliance having a direct and material effect on a major federal award program occurred.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance having a direct and material effect may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Also, in the future, procedures could become inadequate because of changes in conditions or deterioration in design or operation. Two or more people may also circumvent controls, or management may override the system.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate letter to be signed by you and BKD.

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Honorable Todd Meier, Mayor
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Town of Addison, Texas
June 10, 2016
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Kevin Kemp, partner, is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will issue a written report upon completion of our audit of the Town of Addison, Texas' financial statements. Our report will be addressed to the Mayor and City Council of the Town of Addison, Texas. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph(s), or withdraw from the engagement. If we discover conditions that may prohibit us from issuing a standard report, we will notify you as well. In such circumstances, further arrangements may be necessary to continue our engagement.

We will also express an opinion on whether the combining and individual fund financial statements and schedules and the schedule of expenditures of federal awards ("supplementary information") are fairly stated, in all material respects, in relation to the financial statements as a whole.

YOUR RESPONSIBILITIES

Our audit will be conducted on the basis that management and, where appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a. for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- c. for identifying and ensuring compliance with the laws, regulations, contracts and grants applicable to your activities (including your federal award programs); and
- d. to provide us with
 - i. access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;
 - ii. additional information that we may request from management for the purpose of the audit; and
 - iii. unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

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Honorable Todd Meier, Mayor
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Town of Addison, Texas
June 10, 2016
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As part of our audit process, we will request from management written confirmation acknowledging certain responsibilities outlined in this engagement letter and confirming:

- The availability of this information
- Certain representations made during the audits for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

The results of our tests of compliance and internal control over financial reporting performed in connection with our audit of the financial statements may not fully meet the needs of report users. Management is responsible for obtaining audits, examinations, agreed-upon procedures or other engagements that satisfy relevant legal, regulatory or contractual requirements or fully meet other user needs.

With regard to supplementary information:

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

OTHER SERVICES

We will provide you with the following routine activity:

- Assistance in formatting the financial statements and related notes

In addition, we may perform other services for you not covered by this engagement letter. You agree to assume full responsibility for the substantive outcomes of the services described above and for any other services that we may provide, including any findings that may result. You also acknowledge that those services are adequate for your purposes and that you will establish and monitor the performance of those services to ensure that they meet management's objectives. Any and all decisions involving management responsibilities related to those services will be made by you, and you accept full responsibility for such decisions.

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Honorable Todd Meier, Mayor
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Town of Addison, Texas
June 10, 2016
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We understand that you will designate a management-level individual to be responsible and accountable for overseeing the performance of those services, and that you will have determined this individual is qualified to conduct such oversight.

ENGAGEMENT FEES

Our fees will be \$93,000 (\$105,000 if BKD prepares the comprehensive annual financial report), which includes an administrative fee to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as computer processing, software licensing, research and library databases and similar expense items. If a Single Audit is not required, our fees will be reduced to \$85,300.

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. We will issue progress billings during the course of our engagement, and payment of our invoices is due upon receipt. Interest will be charged on any unpaid balance after 30 days at the rate of 10% per annum.

Our engagement fee does not include any time for post-engagement consultation with your personnel or third parties, consent letters and related procedures for the use of our reports in offering documents, inquiries from regulators or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

Our fees may also increase if our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards.

If our invoices for this or any other engagement you may have with BKD are not paid within 30 days, we may suspend or terminate our services for this or any other engagement. In the event our work is suspended or terminated as a result of nonpayment, you agree we will not be responsible for any consequences to you.

OTHER ENGAGEMENT MATTERS AND LIMITATIONS

BKD is not acting as your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, BKD is not recommending any action to you and does not owe you a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such information or communications with any and all internal or external advisors and experts you deem appropriate before acting on any such information or material provided by BKD.

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Town of Addison, Texas
June 10, 2016
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Our workpapers and documentation retained in any form of media for this engagement are the property of BKD. We can be compelled to provide information under legal process. In addition, we may be requested by regulatory or enforcement bodies to make certain workpapers available to them pursuant to authority granted by law or regulation. You agree that we have no legal responsibility to you in the event we provide such documents or information.

To the extent permitted by the laws of the state of Texas, you agree to indemnify and hold harmless BKD and its personnel from any claims, liabilities, costs and expenses relating to our services under this agreement attributable to false or incomplete representations by management, except to the extent determined to have resulted from the intentional or deliberate misconduct of BKD personnel.

To the extent permitted by the laws of the state of Texas, you agree that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if each of us agrees to be bound. We will share any costs of mediation proceedings equally.

Either of us may terminate these services at any time. Both of us must agree, in writing, to any future modifications or extensions. If services are terminated, you agree to pay us for time and costs expended to date.

If any provision of this agreement is declared invalid or unenforceable, no other provision of this agreement is affected and all other provisions remain in full force and effect.

This engagement letter represents the entire agreement regarding the services described herein and supersedes all prior negotiations, proposals, representations or agreements, written or oral, regarding these services. It shall be binding on heirs, successors and assigns of you and BKD.

We may from time to time utilize third-party service providers, *e.g.*, domestic software processors or legal counsel, or disclose confidential information about you to third-party service providers in serving your account. We remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information. In the event we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider.

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Town of Addison, Texas
June 10, 2016
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We will, at our discretion or upon your request, deliver financial or other confidential information to you electronically via email or other mechanism. You recognize and accept the risk involved, particularly in email delivery as the Internet is not necessarily a secure medium of communication as messages can be intercepted and read by those determined to do so.

You agree you will not modify these documents for internal use or for distribution to third parties. You also understand that we may on occasion send you documents marked as draft and understand that those are for your review purpose only, should not be distributed in any way and should be destroyed as soon as possible.

If you intend to include these financial statements and our report in an offering document at some future date, you agree to seek our permission to do so at that time. You agree to provide reasonable notice to allow sufficient time for us to perform certain additional procedures. Any time you intend to publish or otherwise reproduce these financial statements and our report and make reference to our firm name in any manner in connection therewith, you agree to provide us with printers' proofs or masters for our review and approval before printing or other reproduction. You will also provide us with a copy of the final reproduced material for our approval before it is distributed. Our fees for such services are in addition to those discussed elsewhere in this letter.

You agree to notify us if you desire to place these financial statements or our report thereon along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that we have no responsibility as auditors to review information contained in electronic sites.

Any time you intend to reference our firm name in any manner in any published materials, including on an electronic site, you agree to provide us with draft materials for our review and approval before publishing or posting such information.

BKD is a registered limited liability partnership under Missouri law. Under applicable professional standards, partners of **BKD, LLP** have the same responsibilities as do partners in a general accounting and consulting partnership with respect to conformance by themselves and other professionals in BKD with their professional and ethical obligations. However, unlike the partners in a general partnership, the partners in a registered limited liability partnership do not have individual civil liability, directly or indirectly, including by way of indemnification, contribution, assessment or otherwise, for any debts, obligations or liabilities of or chargeable to the registered limited liability partnership or each other, whether arising in tort, contract or otherwise.

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Honorable Todd Meier, Mayor
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Town of Addison, Texas
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Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2014 peer review report accompanies this letter.

Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities. If the signed copy you return to us is in electronic form, you agree that such copy shall be legally treated as a "duplicate original" of this agreement.

BKD, LLP

BKD, LLP

Kevin Kemp 6-10-16

Kevin Kemp, CPA
Partner | **BKD, LLP**

Acknowledged and agreed to on behalf of

Town of Addison, Texas

Signature

Printed Name

Date

EXHIBIT A

EXHIBIT A



A Professional Accounting Corporation
Associated Offices in Principal Cities of the United States
www.pncpa.com

System Review Report

To the Partners of BKD, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of BKD, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, audits performed under FDICIA, audits of carrying broker-dealers, and examinations of service organizations (SOC 1).

In our opinion, the system of quality control for the accounting and auditing practice of BKD, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. BKD, LLP has received a peer review rating of *pass*.

Postlethwaite & Netterville

Baton Rouge, Louisiana
September 19, 2014

8550 United Plaza Blvd, Suite 1001 • Baton Rouge, LA 70809 • Tel: 225.922.4600 • Fax: 225.922.4611

EXHIBIT A

EXHIBIT B

TERMS AND CONDITIONS OF AGREEMENT

1. **Changes.** Addison, without invalidating the Agreement, may order changes within the general scope of the services required by the Agreement by altering, adding to, or deleting from the Services to be performed by BKD. Should the total cost of the Services under this Agreement be greater than the Compensation, BKD will notify Addison prior to performing the Services. Failure by the Parties to renegotiate in good faith the terms and conditions of the Agreement may result in suspension of work without penalties, and termination of this Agreement by either party.
2. **Ownership of Instruments of Service.** All notes, reports, documents and drafts (the "Instruments of Services") developed in the execution of the Services provided hereunder shall be the property of Addison, provided however, that BKD may retain one (1) copy of all such documents for record keeping purposes. Exclusive ownership and title to all such Instruments of Service shall be held by Addison. Any reuse by Addison without written verification or adaptation by BKD will be at Addison's sole risk and without liability or legal exposure to BKD.
3. **Independent Contractor.** BKD will perform the Services as an independent contractor and shall not act as an agent or employee of Addison. BKD shall be solely responsible for the conduct of its own employees and for any of its employees' compensation, benefits, contributions, and payroll taxes.
4. **Termination.** The obligation to provide Services under this Agreement may be terminated as set forth in **Exhibit A**. In the event of termination, BKD will be paid for all Services rendered to the date of termination. All Instruments of Service will be returned to Addison within twenty days of termination. Notwithstanding the termination of this Agreement, this Agreement will survive until all of the rights and obligations of the Parties hereunder have been fulfilled. Addison shall compensate BKD for all Services performed hereunder through the date of any termination.
5. **Insurance.** BKD shall provide to Addison certificates of insurance which shall contain the following minimum coverage:

Commercial General Liability	
General Aggregate	\$2,000,000.00
Automobile Liability (Any Auto)	
CSL	\$1,000,000.00
Workers' Compensation	Statutory limits per occurrence
Professional Liability	
Annual Aggregate	\$1,000,000.00

6. **Subcontracts.** If for any reason, at any time during the progress of providing the Services, Addison determines that any subcontractor for BKD is incompetent or

EXHIBIT A

EXHIBIT B

undesirable, Addison will notify BKD accordingly and BKD shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing in this Agreement shall create any contractual relation between any subcontractor and Addison.

7. Assignment. This Agreement is not assignable by BKD without the written consent of Addison, exercised in its sole discretion.
8. Representations. Each party to this Agreement represents that the individual signing on its behalf is duly authorized to bind the party to the terms and conditions contained herein and the other party is entitled to rely on this representation without further investigation in to the matter.
9. Waiver of Terms and Conditions. The failure of either party in any one or more instances to enforce one or more of the terms or conditions of this Agreement, or to exercise any right or privilege in this Agreement, or the waiver by either Addison or BKD of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such waiver had occurred.
10. Severability. Every term or condition of this Agreement is severable from the others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby.
11. Dispute Resolution. If a claim or dispute arises out of or relates to the interpretation, application, enforcement, or performance of the Services under this Agreement, both Parties agree to attempt to resolve the claim or dispute (1) at a meeting between the principals within fifteen (15) days of receipt by either party of a notice and description of the dispute, and failing resolution, (2) mediation of at least ½ day in duration conducted by a mediator of the Parties mutual agreement within forty-five (45) days from the service of written notice. If the claim or dispute cannot be resolved through mediation, either party may file suit in accordance with the provisions contained herein.
12. Venue and Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas. Any suit arising out of this Agreement shall be brought in a court of appropriate jurisdiction in Dallas County, Texas.
13. Entire Agreement. The terms and conditions set forth herein constitute the entire understanding and agreement of both Parties with respect to the Services. Any amendment or revision to this Agreement shall be in writing and signed by an authorized representative from each party. Any oral modification or revision of this Agreement shall not operate to modify this Agreement.

Work Session and Regular Meeting**Meeting Date:** 06/14/2016**Department:** Infrastructure- Development Services

AGENDA CAPTION:

Discuss And Consider **Authorizing The City Manager To Enter Into A Professional Services Agreement With M. Arthur Gensler Jr. And Associates, Inc., To Complete A Special Area Study For The Inwood Road Corridor** In An Amount Not To Exceed \$88,500.

BACKGROUND:

In February 2016, Council selected the Inwood Road corridor as the next special study area. Inwood Road has declined as other cities have liberalized their regulations regarding liquor sales. The retail centers along Inwood Road struggle to attract quality tenants and the buildings and landscaping are in need of upgrades. The Comprehensive Plan states that the Town should investigate alternatives for the corridor to replace the retail or generate renewed interest in the retail. Specifically, the study area will include approximately 60 acres bounded by Belt Line Road to the north, Inwood Road to the east, Beltway Drive and the city limit line to the West, and the city limit line to the South.

The current Comprehensive Land Use Plan includes an assessment of every parcel of property in Addison. For properties where the current land use is no longer appropriate or where it was determined that there may be a better use, the Comprehensive Land Use Plan calls for a more in-depth special study. It recommends that the special studies include planning, design, and economic consultants, along with citizens, property owners, and staff. These studies are intended to review possible redevelopment scenarios through proposing new uses and design solutions and assessing the cost and benefit of undertaking a redevelopment. The study would also include an economic analysis to test the viability of possible development scenarios.

Staff has approached Gensler to conduct this special area study. Gensler is an international architecture, design, and planning firm with expertise in area master planning including local projects such as portions of the Bishop Arts District in Dallas, the Star in Frisco and Vitruvian Park in Addison.

The study is proposed to be conducted in three phases:

- **Discovery & Visioning** – This phase is for Gensler to collect pertinent data, research the existing conditions of the corridor and conduct a high level market analysis. This would also include a community meeting where Gensler would present a summary of the discovery and solicit public input on the future of the study area.
- **Redevelopment Opportunities** – This phase would include two meetings or

charrettes with a stakeholder committee. The first meeting would allow for a more in-depth discussion on possible redevelopment scenarios. Following this meeting Gensler will develop three alternatives looking at different approaches to land use, access and circulation, parking, open space and similar issues. These would be presented to the stakeholder committee at the second meeting where a preferred alternative would be selected.

- **Redevelopment Master Plan** – This phase includes Gensler’s preparation of a draft redevelopment master plan containing components of one or more of the alternative scenarios. This would be presented to the community in a second community meeting and be refined based on the input received.

This is anticipated to be a 14 week process. Once the special study process is complete, the staff would then propose to present the draft plan to City Council for review and discussion before being taken through the zoning process for formal adoption as an amendment to the Comprehensive Land Use Plan.

The proposal includes several opportunities for public input. The two community meetings will allow the public to review the data and offer suggestions as to the future of the corridor early in the process and then react to the draft redevelopment plan later in the process. Staff intends to utilize postcards and other communication avenues to inform residents of these meetings. This is different from the Sam’s Club Study in which there was only one community meeting near the end of the consideration process. There will also be a stakeholder committee comprised of area businesses and residents who will help guide the development of the alternative development plans and select a preferred alternative. Staff will look to Council for direction as to the makeup of the stakeholder committee.

The cost for Gensler’s services is \$88,500. Additionally, there will be approximately \$4,000 in expenses to the Town to cover public notification and conference center rental for the community meetings. This will result in a total cost of \$92,500. The Fiscal Year 2016 Development Services budget includes \$150,000 for two special area studies. It was anticipated that the special studies would cost approximately \$75,000 each. The additional cost is associated with the increased community input which was not originally contemplated in the special study process. Due to other projects and limited staff resources, only one study will be conducted this fiscal year. Therefore, the overage can be absorbed without requiring a budget amendment.

RECOMMENDATION:

Administration recommends approval.

Attachments

Agreement

**AGREEMENT
BETWEEN
THE TOWN OF ADDISON, TEXAS (TOWN)
AND
M. ARTHUR GENSLER, JR. AND ASSOCIATES, INC. (CONSULTANT)

FOR

PROFESSIONAL ARCHITECTURAL AND PLANNING
DESIGN SERVICES**

Made as of the 14 day of June in the year 2016,

BETWEEN the Town: The Town of Addison, Texas
 16801 Westgrove Drive
 Addison, Texas 75001
 Telephone: (972) 450-7001

and the Consultant: M. Arthur Gensler, Jr. and Associates, Inc.
 5420 LBJ Freeway, Suite 1100
 Dallas, Texas
 Telephone: (214) 273-1500

for the following Project: Inwood Road Corridor Special Study

The Town and the Consultant agree as set forth below.

THIS AGREEMENT is made and entered by and between the **Town of Addison, Texas**, a Home-Rule Municipal Corporation, hereinafter referred to as "Town," and **M. Arthur Gensler, Jr. and Associates, Inc.**, hereinafter referred to as "Consultant," to be effective from and after the date as provided herein, hereinafter referred to as "Agreement."

WHEREAS, the Town desires to obtain professional architectural and planning design services for the Inwood Corridor ("Project"); and

WHEREAS, the Consultant and its sub consultants are a qualified architecture/planning team with a proven history of providing planning, architecture, management and consulting services specifically involving planning and architecture; and

WHEREAS, the Town desires to engage the Consultant to render such professional architecture and planning design services for the Town upon the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

ARTICLE 1 CONSULTANT'S SERVICES

- 1.1 **Employment of the Consultant** – The Town hereby agrees to retain the Consultant to perform professional architectural and planning design services in connection with the Project. Consultant agrees to perform such services in accordance with that degree of skill and care exercised by licensed professionals practicing in the same community, under the same or similar circumstances as applied to the terms and conditions of this Agreement (“Standard of Care”).
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform such services as are set forth and described in Exhibit “A,” which is attached hereto and incorporated herein by reference for all purposes. The parties understand and agree that deviations or modifications to the scope of services described in Exhibit “A,” in the form of written change orders, may be authorized from time to time by the Town.
- 1.3 **Schedule of Work** – The Consultant agrees to commence work on July 1, 2016, and to proceed diligently with said work to completion by October 31, 2016.

ARTICLE 2 THE TOWN'S RESPONSIBILITIES

Town shall do the following in a timely manner so as not to delay the services of Consultant:

- 2.1 **Project Data** – The Town shall furnish required information that is currently has in its possession, as expeditiously as necessary for the orderly progress of the work, and the Consultant shall be entitled to rely upon the accuracy and completeness thereof.
- 2.2 **Town Project Manager** – The Town shall designate, when necessary, a representative authorized to act on the Town's behalf with respect to the Project (the “Project Manager”). The Town or such authorized representative shall examine the documents submitted by the Consultant and shall render any required decisions pertaining thereto as soon as practicable so as to avoid unreasonable delay in the progress of the Consultant's services. The Project Manager is not authorized to issue verbal or written change orders for “extra” work or “claims” invoiced as “extra” work.

ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** – As described in “Article 1, Consultant's Services,” compensation for this Project shall be on a Type of Payment Basis not to exceed **Eighty-Eight Thousand Five Hundred and 00/100 Dollars (\$88,500.00)**, (“Consultant's Fee”) and shall be paid in accordance with Article 3 and the Compensation Schedule / Project Billing / Project Budget as set forth in Exhibit “B.” **The final five percent (5%) of the Consultant's Fee shall not be paid until the Consultant has completed all of the services described in Exhibit “A” and delivered to the Town all of the documents, plans, data, maps, and/or other information required in Exhibit “A.”**
- 3.2 **Direct Expenses** – Direct Expenses are included in the Consultant's Fee and include actual reasonable and necessary expenditures made by the Consultant and the Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in Exhibit “B.” The Consultant shall be solely responsible for review of all Direct Expenses, including the subcontractors, prior to submitting to the Town for reimbursement, and shall be responsible for the accuracy thereof. Any over-payment by the Town for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment for services; provided, however this shall not be the Town's sole and exclusive remedy for said overpayment.
- 3.3 **Additional Services** – The Consultant shall provide the services as described in the Scope of Services as set forth in Exhibit “A” of this Agreement. If authorized in writing by the Town, the Consultant shall provide additional services, to be compensated on an hourly basis in accordance with this paragraph (“Additional Services”). These services may include, but are not limited to:
- 3.3.1 Additional meetings, hearings, work-sessions, or other similar presentations which are not provided for or contemplated in the Scope of Services described in Exhibit “A.”
- 3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in Exhibit “A.”
- 3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in Exhibit “A.”
- 3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in Exhibit “A.”
- 3.3.5 Compensation for Additional Services authorized by the Town shall be in addition to the Consultant's Fee and shall be based on direct billable labor rates and expenses.

3.3.6 Compensation for Additional Services authorized by the Town shall be in addition to the Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to Town.

Hourly Billable Rates by Position

<i>Position</i>	<i>Hourly Rate</i>
Managing Principals	\$325.00
Principals and Directors	\$160.00-\$310.00
Project Managers	\$ 90.00-\$200.00
Architects	\$ 85.00-\$230.00
Programmers	\$160.00-\$180.00
Consultants	\$ 55.00-\$250.00
Interior Designers	\$ 70.00-\$225.00
Technical Specialists	\$ 60.00-\$195.00
Graphic Designers	\$ 70.00-\$155.00

3.4 **Reimbursable Expenses** – Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by Consultant and additional consultants hired in the interest of the Project, including, but not limited to the following:

- (a) Reproduction, shipping, handling, and delivery.
- (b) Mileage, tolls, cab fares, and parking.
- (c) Renderings, models, mock-ups, and photography.
- (d) Sales taxes and other transactional taxes, and fees paid for securing approval of authorities having jurisdiction over the Project.
- (e) Authorized out-of-town travel, including travel time and out-of-town living expenses.
- (f) Additional insurance coverage or limits requested by Client in excess of that normally provided by Consultant and additional consultants hired.

Compensation for Reimbursable Expenses incurred by Consultant in connection with the Project, including without limitation, reproduction costs for providing copies of the deliverables described in Exhibit "A", shall be based on amounts invoiced to Consultant, plus ten percent (10%).

3.5 **Additional Consultants** – Fees for Subconsultants shall be compensated based on amounts invoiced to Consultant, plus ten percent (10%).

3.6 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to the Town. Invoices are to be mailed to Town immediately upon

completion of each individual task listed in Exhibit “B.” On all submitted invoices, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.

- 3.7 **Timing of Payment** – Town shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by Town to Consultant is considered to be complete upon mailing of payment by Town. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.8 **Disputed Payment Procedures** – In the event of a disputed or contested billing by Town, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Town shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date the Town receives the invoice. Town shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of the Consultant, Town shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5. If a dispute is resolved in favor of the Town, Consultant shall submit to Town a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid Town in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. Town agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.
- 3.9 **Failure to Pay** – Failure of the Town to pay an invoice, for a reason other than upon written notification as stated in the provisions of Article 3.6 to the Consultant within sixty (60) days from the date of the invoice shall grant the Consultant the right, in addition to any and all other rights provided, to, upon written notice to the Town, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to Town, in accordance with Chapter 2251, Subchapter “D” (“Remedy for Nonpayment”) of the *Texas Government Code*. The Town shall not be required to pay any invoice submitted by the Consultant if the Consultant breached any provision(s) herein.
- 3.10 **Adjusted Compensation** – If the Scope of the Project or if the Consultant’s services are materially changed due to no error on behalf of Consultant in the performance of services under this Agreement, the amounts of the Consultant’s compensation shall be equitably adjusted as approved by Town. Any additional

amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be authorized by written change order duly executed by both parties before the services are performed.

- 3.11 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of Town in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to Town all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, the Consultant's compensation shall be equitably adjusted as approved by the Town. Any additional amounts paid to the Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

ARTICLE 4 OWNERSHIP OF DOCUMENTS

- 4.1 **Documents Property of the Town** – The Project is the property of the Town, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any materials for any other purpose not relating to the Project without Town's prior written consent. Town shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in Exhibit "A." Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 7, Consultant will revise plans, data, documents, maps, and any other information as defined in Exhibit "A" to reflect changes while working on the Project and promptly furnish the same to the Town in an acceptable electronic format. All such reproductions shall be the property of the Town who may use them without the Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project.
- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that Town is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or Sub-Consultants) under this Agreement are instruments of service in respect of the Project and property of the Town and upon completion of the Project shall thereafter be subject to the Texas Public Information Act (*Texas Government Code*, Chapter 552) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5
CONSULTANT'S INSURANCE REQUIREMENTS

- 5.1 **Required Professional Liability Insurance** – Consultant shall maintain, at no expense to Town, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each claim, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Consultant shall provide written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.
- 5.2 **Required General Liability Insurance** - Consistent with the terms and provisions of Exhibit “C,” Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, a general liability insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name the Town, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Consultant shall provide written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.
- 5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of Exhibit “C,” Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent service(s), and authorized to transact business in the State of Texas. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Consultant shall provide written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified

Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

- 5.4 **Circumstances Requiring Business Auto** – Consistent with the terms and conditions of Exhibit “C”, Consultant shall maintain, at no expense to the Town, a Business Auto Liability coverage insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Such policy shall by blanket endorsement name the Town, its officers, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that the same is covered by the proceeds of the insurance. Consultant shall provide written notice to the Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

ARTICLE 6 CONSULTANT’S ACCOUNTING RECORDS

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to the Town as indicated in Article 3.4. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be included in the monthly invoices.

ARTICLE 7 AUDITS AND RECORDS / PROHIBITED INTEREST / VENDOR DISCLOSURE

The Consultant agrees that during normal business hours and as often as the Town may deem necessary, Consultant shall, following reasonable notice, make available to representatives of the Town for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the Town to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Consultant agrees that it is aware of the prohibited interest requirement of the Town Charter, which is repeated on the Affidavit, attached hereto as Exhibit “D” and incorporated herein for all purposes, and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit attached hereto as Exhibit “D”.

Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit "E" and incorporated herein for all purposes.

If the Agreement is required to go to the City Council for approval, then the Consultant shall execute and deliver to the Town the Form 1295 Certificate of Interested Parties, as required by section 2252.908, Texas Government Code, as amended, prior to the Town's execution of this Agreement.

ARTICLE 8 TERMINATION OF AGREEMENT / REMEDIES

Town may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, and without prejudice to any other remedy it may have. If Town terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds the Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 herein and agrees to pay any costs over and above the fee which the Town is required to pay in order to finish the Project. On any default and/or breach by Consultant, Town may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the Consultant's Fee due Consultant as set forth in Article 3 herein. If Town terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of the Town in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to Town all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

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 rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

ARTICLE 9 DISPUTE RESOLUTION / MEDIATION

In addition to all remedies at law, the parties may resolve/mediate any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator.

ARTICLE 10 INDEMNITY

CONSULTANT SHALL HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS (BUT NOT DEFENSES), RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS TOWN COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENTS), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), TO THE EXTENT CAUSED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS OFFICERS, AUTHORIZED AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONSULTANTS, LICENSEES, INVITEES, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT TO THE EXTENT CAUSED BY THE PROFESSIONAL SERVICES PROVIDED BY CONSULTANT PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE TOWN (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION SHALL EXTEND TO THE REIMBURSEMENT OF THE TOWN'S REASONABLE ATTORNEY'S FEES AND ASSOCIATED COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE CONSULTANT'S LIABILITY.

CONSULTANT SHALL PROMPTLY NOTIFY TOWN OF THE DEFENSE COUNSEL RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER, AND TIMELY NOTIFY TOWN OF ANY AND ALL LEGAL ACTIONS TAKEN BY THE DEFENSE COUNSEL REGARDING ANY AND ALL CLAIMS.

THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE 11 NOTICES

Consultant agrees that all notices or communications to Town permitted or required under this Agreement shall be delivered to Town at the following addresses:

Charles Goff
Assistant Director of Development Services and Planning
Town of Addison
16801 Westgrove Drive
Addison, Texas 75001

Town agrees that all notices or communication to Consultant permitted or required under this Agreement shall be delivered to Consultant at the following addresses:

Barry Hand, AIA, LEED AP BD+C
Principal, Studio Director
M. Arthur Gensler, Jr. and Associates, Inc.
5420 LBJ Freeway, Suite 1100
Dallas, Texas

Any notice provided in writing under the terms of this Agreement by either party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested.

All notices or communication required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is postmarked by the sending party. Each party may change the address to which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this Agreement.

ARTICLE 12

MISCELLANEOUS

- 12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled “A” through “E,” all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modifies except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:
- 12.1.1 Exhibit “A,” Scope of Services.
 - 12.1.2 Exhibit “B,” Compensation Schedule
 - 12.1.3 Exhibit “C,” Town of Addison Contractor Insurance Requirements.
 - 12.1.4 Exhibit “D,” Affidavit.
 - 12.1.5 Exhibit “E”, Conflict of Interest Questionnaire, Form CIQ.

- 12.2 **Assignment and Subletting** – The Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the Town. The Consultant further agrees that the assignment or subletting or any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Consultant of its full obligations to the Town as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.
- 12.3 **Successors and Assigns** – Town and Consultant, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.
- 12.4 **Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained herein.
- 12.5 **Venue** – This entire Agreement is performable in Dallas County, Texas and the venue for any action related directly or indirectly, to this Agreement or in any manner connected therewith shall be in Dallas County, Texas, and this Agreement shall be construed under the laws of the State of Texas.
- 12.6 **Execution / Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.7 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for an on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.8 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

- 12.9 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.10 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- 12.11 **Sovereign Immunity** – The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
- 12.12 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.13 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 12.14 **No Third Party Beneficiaries** -- Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

Effective Date: _____

TOWN:

Town of Addison, Texas

By: _____

Wesley S. Pierson, City Manager

Date: _____

CONSULTANT:

M. Arthur Gensler, Jr. and Associates, Inc.

By: _____

Ted Kollaja, FAIA, Principal

Date: _____

STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Wesley S. Pierson**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration expressed, and in the capaTown therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2016.

Notary Public In and For the State of Texas
My commission expires: _____

STATE OF _____

§
§
§

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration expressed, and in the capaTown therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2016.

Notary Public In and For the State of Texas
My commission expires: _____

Exhibit “A”
Scope of Services
Agreement by and between the Town of Addison (Town)
And M. Arthur Gensler, Jr. and Associates, Inc. (Consultant)
to perform Professional Architectural and Planning Design Services for
INWOOD CORRIDOR

I. PROJECT DESCRIPTION/SCOPE OF SERVICES

A. PROJECT

A.1 Project Description

The project includes analysis, enhancement visioning, and planning for the approximately 45-acre Inwood Corridor in Addison, Texas bounded by Inwood Road (to the east), Belt Line Road (to the north), Beltway Drive (to the west), and the freight rail spur to the south (the “Project”), only for those areas within the Town limits – see attached map of the approximate project area.

A.2 Project Roles

Prior to commencement of Services, Client and Gensler will each provide the names of their key Project team members, including the primary contact person and the person authorized to make decisions for Gensler and the Client:

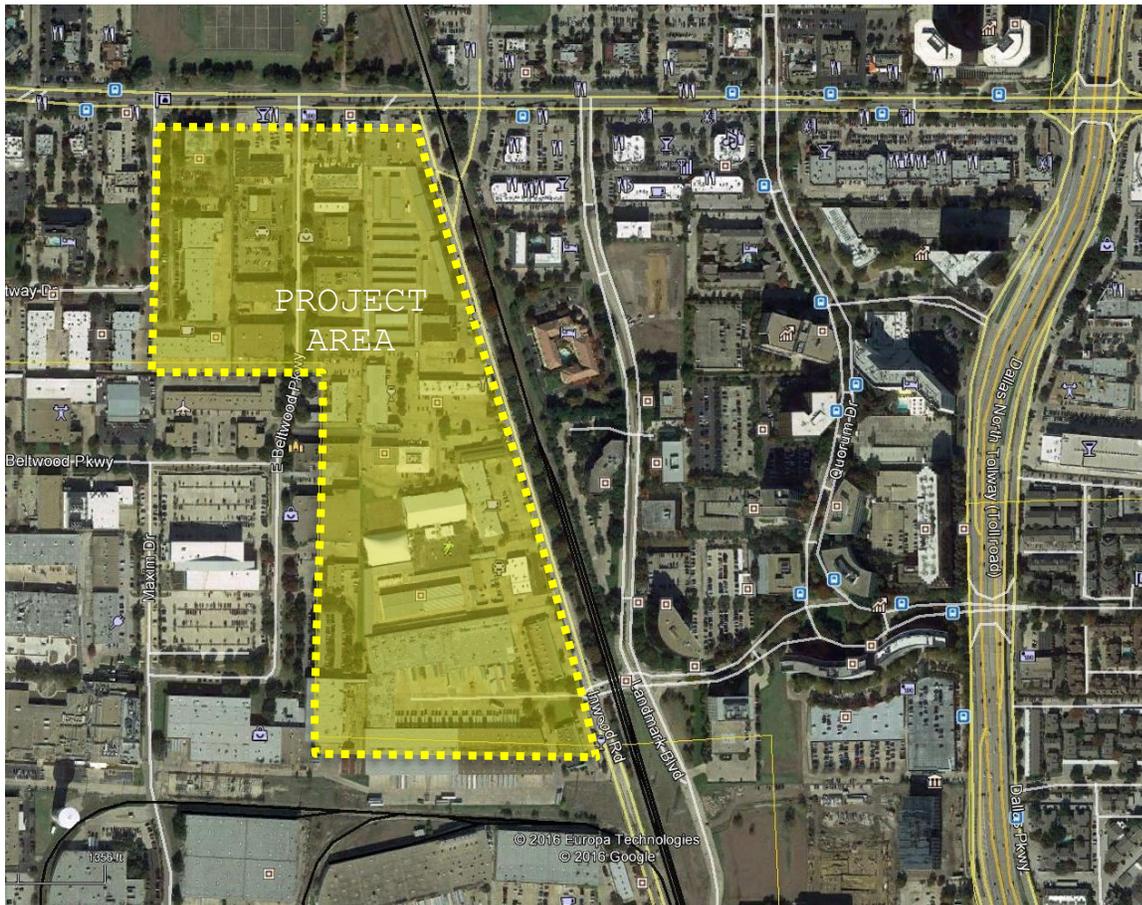
- a) Gensler’s Basic Services will include analysis, community visioning and enhancement planning services.
- b) Client will engage separate consultants to provide the following design services, if required for the Project: civil, traffic, public relations. Gensler will provide backgrounds of Gensler’s drawings to Client’s consultants, showing the locations of architectural design elements that influence the layout of engineering and other systems.

A.3 Project Schedule

Gensler will develop a Project Schedule of important milestones for Client’s review and approval. During design, Gensler and Client will monitor the Project for conformance with the Schedule, and Gensler will notify Client of any necessary changes in the Schedule. The following milestones are presently projected:

- Phase 1 – Discovery & Visioning6 weeks
- Phase 2 – Redevelopment Opportunities4 weeks
- Phase 3 – Redevelopment Master Plan4 weeks

Project Area



B. SCOPE OF SERVICES PROVIDED BY GENSLER

The Project will be conducted over the following three Phases:

B.1 Phase 1 – Discovery

B.1.1 Project Kickoff – Upon Client’s authorization to proceed, key representatives of Client and Gensler, as well as the appropriate consultants, will meet to kick off the Project. The purpose of the meeting is to establish the parties’ mutual understanding of the Project objectives, schedule, budget, and delivery process. The agenda may include, but is not limited to the following:

- a) Introduction of key team members, including the primary contacts and the person authorized to make decisions for each party;
- b) Discussion of Project performance targets;

- c) Discussion of project calendar and schedule milestones, including process/durations for Client review/approval;
- d) Discussion of the process for establishing the Project Budget and developing check estimates at key design milestones;
- e) Review and discussion of existing site conditions;
- f) Discussion of communication protocols;
- g) Identification of key personnel and protocols for invoicing and payment;
- h) Discussion of LEED or other sustainability objectives and any specialty consultants to be engaged to provide related services.

B.1.2 Review Previous Planning Documents – Gensler will review relevant studies, reports and plans as provided by the Client for recommendations or conclusions that will impact the development of redevelopment concepts for the Project.

B.1.3 Base Mapping/Data Collection & Analysis – The Client will provide Gensler with existing current base maps for the Project area (electronic files and/or hard copies), including up to a quarter-mile area surrounding the Project site.

B.1.4 Existing Data Collection – The Client will provide Gensler with available data (electronic files and/or hard copies as available) of existing studies, proposals, transportation studies and mapping data which may include but not be limited to the following:

- a) Current land use and zoning;
- b) Existing natural features (topography, hydrology, vegetation, etc.);
- c) Existing utility system main lines, including water, sanitary sewer, storm sewer, and other utilities as appropriate for a planning level effort;
- d) Existing built structures, parcel lines and ownership, and taxing jurisdictions;
- e) Existing underutilized and vacant properties;
- f) Existing administrative lines, rights-of-way and streets;
- g) Existing and planned major facilities, trails, sidewalks bike ways, etc.;
- h) Existing environmental, planning or development guidelines/restrictions;
- i) Current aerial photography of the Project area;
- j) Current or future long-range transportation plans (including non-motorized plans and commitments); and,
- k) Other information as applicable.

B.1.5 Existing Condition Analysis – Using the base mapping information provided above by the Client, Gensler will document the existing site conditions as noted above. Gensler will visit the Project site to verify

reasonably observable conditions. Client acknowledges that pre-existing, latent conditions may be revealed during the course of the Project, which may require Additional Services and/or modifications to the Project Budget and/or Schedule.

- B.1.6 Project Area Tour with Client – Gensler will also participate in a tour of the Project area with Town Staff to discuss preliminary observations of opportunities and constraints related to the area.
- B.1.7 Opportunities and Constraints Analysis – Gensler will document through maps and photos the corridor's existing character including existing buildings, major vegetation areas, waterways and features, public facilities, transportation system, utilities and installations, landmarks, blighted areas and structures, underutilized lands and potential opportunities for redevelopment or additional development.
- B.1.8 General Market Analysis – Gensler will conduct a brief analysis of the Project area and of the real estate submarket to determine what – if any – the opportunities for and constraints facing redevelopment will be. “Who is there. Why they are there. What they will do.”
- B.1.9 Community Meeting #1 – Gensler will conduct a collaborative town hall meeting for the public and present a summary overview of the Phase 1 Discovery. Gensler will facilitate an open discussion of opportunities and constraints to future corridor development – including a Visual Preference Survey. The session will explore Facts, Concepts and Goals in order to identify/evaluate possibilities for "What Stays. What Goes. What Gets Improved".

Phase 1 Deliverables – Gensler will provide the Phase 1 Report which documents the above activities (B.1.1 through B.1.9) in text and graphic format. This report will inform the Phase 2 scope. Five (5) hardcopies and One (1) electronic copy (PDF format) will be provided.

B.2 Phase 2 – Visioning & Redevelopment Opportunities

- B.2.1 Charrette #1: Visioning – Gensler will present the preliminary findings of the above tasks (B.1.1 through B.1.9) and lead a discussion of what the Client envisions as a potential future for the Project area. This may also include key stakeholders (property owners, residents, business association representatives, elected and appointed officials, and others). The Client will coordinate pertinent meeting logistics including location, time, and notification.

In this meeting Gensler will develop concepts for overall corridor development, potential catalyst development sites, urban design

opportunities, and overall implications to infrastructure and transportation. The work session will allow team members to develop consensus on the direction for the Project Development Plan

B.2.2 Alternative Redevelopment Scenarios – Gensler will develop up to three (3) Alternative Redevelopment Scenarios for the Project area. These will include various approaches to land use, access and circulation, parking, natural and developed areas, and similar considerations.

B.2.3 Charrette #2: Alternative Redevelopment Scenarios – Gensler will lead a public work session to discuss the Alternative Redevelopment Scenarios developed in Task B.2.2 and lead a discussion of what the Client sees as the desirable approach (or approaches) to developing the Project area. This public meeting may also include key stakeholders (property owners, residents, business association representatives, elected and appointed officials, and others). The Client will coordinate pertinent meeting logistics including location, time, and notification.

Phase 2 Deliverables – Gensler will provide a Phase 2 Report which documents the above activities (B.2.1 through B.2.3) in text and graphic format. This report will inform the Phase 3 scope. Five (5) hardcopies and One (1) electronic copy (PDF format) will be provided.

B.3 Phase 3 – Master Redevelopment Plan

B.3.1 Draft Master Redevelopment Plan – Based upon the input and direction received in Task B.2, Gensler will prepare a Draft Master Redevelopment Plan which may also contain components of one or more of the Alternative Redevelopment Scenarios prepared above. The Draft Master Plan will include plans, sketch renderings, graphics, market analysis, and text to support the proposed approach.

B.3.2 Community Meeting #2: Draft Redevelopment Plan – Gensler will lead this final public work session to present the Draft Master Redevelopment Plan developed in Tasks B.3.1; and to receive additional direction and comment from key stakeholders – including property owners, residents, business association representatives, elected and appointed officials, and others. The Client will coordinate pertinent meeting logistics including location, time, and notification.

B.3.3 Wrap-up Work Session with Staff – Gensler and the Client will meet to review Draft Master Redevelopment Plan and provide content and direction for any necessary revisions.

B.3.4 Final Master Redevelopment Plan – Gensler will incorporate additional comment and revisions as directed by the Client and prepare the final

version of the Master Redevelopment Plan. This report will be used for action/adoption by Council.

Phase 3 Deliverables – Gensler will provide the Phase 3 Report which documents the above activities (B.3.1 through B.3.4) in text and graphic format. Five (5) hardcopies and One (1) electronic copy (PDF format) will be provided.

B.4 Meetings

Gensler will provide the following meetings and contacts as part of the Basic Services described in Sections B.1 through B.3:

- a) Weekly Email Project Updates (14 maximum) to keep Client staff informed as to the most current status of the Project;
- b) Bi-monthly Progress/Coordination Meetings (5 maximum) to discuss and coordinate project progress, schedule, budget and billings. These may be held via teleconference if desired; and,
- c) Charrettes and Public Meetings (4 maximum) to gather information and input from the Client, key stakeholders (property owners, residents, business association representatives, elected and appointed officials, and others)

B.5 Optional/Additional Services

Gensler will provide services beyond Basic Services described in Sections B.1 through B.4 if requested by Client and confirmed in writing by Gensler.

Additional Services may include, but are not limited to, the following:

- a) Digital fly-through animations of the Project area;
- b) Photo-real digital renderings beyond process renderings provided above;
- c) Additional charrettes, work sessions, community meetings, or similar meetings;
- d) Detailed catalyst or sub-district concept plans;
- e) Detailed revised text for zoning and other regulatory developmental guidelines;
- f) Visual preference survey beyond what is identified in Basic Services; and/or,
- g) Estimates for development and construction;
- h) Proposed capital improvement projects;
- i) Other services not described above.

Exhibit "B"
Agreement by and between the Town of Addison (Town)
And M. Arthur Gensler, Jr. and Associates, Inc. (Consultant)
to perform Professional Architectural and Planning Design Services for
INWOOD CORRIDOR

I. COMPENSATION SCHEDULE

The project is hourly per Client's schedule however we anticipate approx. \$27,500/month thru the 3 ½ month schedule until completion.

**EXHIBIT “C”
TOWN OF ADDISON PROFESSIONAL SERVICES
INSURANCE GUIDELINES**

REQUIREMENTS *(The use of “City of Addison” herein is synonymous with the use of “Town of Addison” elsewhere.)*

Consultants performing services on CITY OF ADDISON property or public right-of-way shall provide the CITY OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from CITY OF ADDISON. Consultants shall provide CITY OF ADDISON evidence that all subconsultants performing services on the project have the same types and amounts of coverages as required herein or that the subconsultants are included under the contractor’s policy. Work shall not commence until insurance has been approved by CITY OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best’s rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. CITY OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

	TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1.	Workers’ Compensation Employers’ Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	CITY OF ADDISON to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
2.	Commercial General (Public) Liability to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, Medical Expense 5,000	CITY OF ADDISON to be listed as <u>ADDITIONAL INSURED</u> and provided <u>30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
3.	Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	CITY OF ADDISON to be listed as <u>ADDITIONAL INSURED</u> and provided <u>30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII-rated or above.

Certificate of Liability Insurance forms (together with the blanket endorsements necessary to meet the requirements and instructions contained herein) may be **faxed** to the Purchasing Department: **972-450-7074** or **emailed to: purchasing@addisontx.gov**. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the City of Addison.
2. Consultant shall provide notice to the City of Addison, Texas of any material change in the insurance coverage.
3. Consultant shall provide notice to the City of Addison, Texas at least thirty (30) days prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the City of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the City of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for CITY OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to CITY OF ADDISON within 10 working days.

A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.

AGREEMENT

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for CITY OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid# _____

Company: _____

Printed Name: _____

Signature: _____ **Date:** _____

EXHIBIT "D"
AFFIDAVIT

THE STATE OF TEXAS §
 §
THE COUNTY OF DALLAS §

I, _____, a member of the _____, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity, other than M. Arthur Gensler Jr. & Associates Inc., that would be affected by the work or decision on the Project (Check all that apply):

- _____ Ownership of 10% or more of the voting shares of the business entity.
- _____ Ownership of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) or more of the fair market value of the business entity.
- _____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- _____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars (\$25,000.00).
- _____ A relative of mine has substantial interest in the business entity or property that would be affected by my business decision of the public body of which I am a member.
- _____ Other: _____.
- None of the Above.

Upon filing this affidavit with the Town of Addison, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of a public body which took action on the agreement.

Signed this _____ day of _____, 2016.

Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared _____ and on oath stated that the facts hereinabove stated are true to the best of his / her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 2016.

Notary Public in and for the State of Texas
My commission expires: _____

EXHIBIT "E"
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

FORM CIQ CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1. Name of person who has a business relationship with local governmental entity.

2. Check this box if you are filing an update to a previously filed question

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

Name of Local Government Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? Yes No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

EXHIBIT "E"
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

4. Signature of person doing business with the governmental entity Date:

Signature

Date

Local Government Officers Town of Addison, Texas

For purposes of completion of the required Conflict of Interest Questionnaire for the Town of Addison Texas (required by all Vendors who submit bids/proposals), Local Government Officers are:

Mayor: Todd Meier

Council
Members: Bruce Arfsten, Mayor Pro Tem
 Ivan Hughes, Deputy Mayor Pro Tem
 Al Angell, Council Member
 Jim Duffy, Council Member
 Paul Walden, Council Member
 Dale Wilcox, Council Member

City Manager: Wesley S. Pierson

AI-1701

12.

Work Session and Regular Meeting

Meeting Date: 06/14/2016

Department: City Manager

AGENDA CAPTION:

Hold A Public Hearing, Discussion And Consider Action On An Ordinance That Rezones Approximately 39.4 Acres of Property Located at 17001 Addison Road, Which Is Currently Zoned R-1, Residential-1, With A Special Use Permit For A Private School and approximately 1.74 Acres of Property Located at 4350 Sojourn Drive, Which Is Currently Zoned PD, Planned Development, In Order To Create A New Planned Development District Allowing a Private School and Approving A Concept Plan and Development Standards, On Application from Trinity Christian Academy. Case 1738/Z/Trinity Christian Academy.

BACKGROUND:

Trinity Christian Academy recently completed a visioning process to revise their campus master plan. The primary focus of the master plan is to modernize facilities and improve the function of the campus. The changes being proposed required that the property be rezoned in order to adopt a concept plan and new development standards that will accommodate Trinity Christian's future plans. Please refer to the attached staff report for additional information on this case.

This item must be on the June 14th Council Meeting agenda because it was noticed for that date. However, the applicant is unavailable to attend on the meeting date. To avoid the need to re-notice, the item must be tabled to a date certain.

RECOMMENDATION:

Administration recommends that the item be tabled until June 28th, 2016 at 7:30 pm during the next scheduled Council meeting.

Attachments

1738-Z Staff Report

1738-Z Plans

1738-Z

PUBLIC HEARING Case 1738-Z/Trinity Christian Academy. Public hearing, discussion, and take action on a recommendation regarding an ordinance rezoning approximately 39.4 acres of property located at 17001 Addison Road, which is currently zoned R-1, Residential-1, with a special use permit for a private school and approximately 1.74 acres of property located at 4350 Sojourn Drive, which property is zoned PD, Planned Development, in order to create a new Planned Development District allowing a private school and approving a concept plan and development standards.

LOCATION MAP





May 13, 2016

STAFF REPORT

RE: Case 1738-Z/Trinity Christian Academy
LOCATION: 17001 Addison Road
REQUEST: Approval of an ordinance rezoning the property from R-1, Residential-1, with a special use permit for a private school to a new PD (Planned Development) for a private school.
APPLICANT: Trinity Christian Academy, represented by Mr. Bill Dahlstrom

DISCUSSION:

Background: Trinity Christian Academy opened in Addison in 1976. At that time, the property was zoned Restindetial-1 and a special use permit for a private school was approved. Over the years, as TCA expanded or altered their campus plan, new special use permits have been approved to accommodate TCA's growth into what exists currently on the site today. More recently, TCA's growth required that they expand to a second parcel further west on Sojourn Drive for certain athletic facilities. Trinity Christian has recently completed a visioning process to revise their campus master plan. The primary focus of the campus master plan is to modernize facilities and improve the function of the campus. Very little growth above the current enrollment of approximately 1,500 students is contemplated. Any growth would be limited to a possible future Pre-K program of up to 80 students.

Proposed Conceptual Plan: The proposed conceptual plan features several important elements. First, the proposed plan calls for the creation of a distinct entry to the campus located on Sojourn Drive. Several of the existing buildings are shown to be removed and replaced with new buildings to house campus administration, the visual arts department, the chapel, middle school and dining hall. These new buildings surround the campus commons open space. This will serve as the primary gathering point for the campus and can host certain events such as commencement. The upper school, performing arts center and lower school are slated to remain with only minor modifications.

The plan calls for a new consolidated athletic center to move most of the athletic activities back to the campus from the parcel further west on Sojourn. The existing stadium will be expanded along the west side and become the home field side with a press box. Along with this, the speakers, which are currently on the east side of the stadium facing west, will be relocated and face east in the future. This will reduce the noise level directed towards the residential neighborhood immediately west of the campus. The property to the south of Sojourn is contemplated to become tennis courts.

The concept plan improves both parking and traffic circulation onto and within the campus. A new ring road is contemplated along the western edge of the consolidated athletic center and stadium. Additional parking is provided through the construction of a 3 level parking structure on the north side of the campus as well as with new surface parking lots along Addison Road and Sojourn. This pushes all parking to the perimeter of the campus allowing a pedestrian only environment within the campus and creates sufficient queuing areas for student pickup within the parking lots.

Proposed Uses: The new Planned Development will allow for a private school as well as accessory uses typical of school campuses including recreation space and facilities and surface and structured parking. Up to 8,000 square feet of portable school buildings are proposed to be permitted only in order to accommodate the construction contemplated in the proposed concept plan. All other use of portable school buildings will require a special use permit.

Development Standards: The following development standards would apply to buildings on the site:

Building Setbacks. Because of the campus setting and number of buildings, staff is proposing to create a permissible building zone in place of a traditional building setback requirement. The permissible building zone is shown on the concept plan. Buildings and other improvements can be located anywhere within this zone.

Height. The maximum building height is 3 stories and 60 feet as measured to the midpoint of the roof. Architectural features comprising of less than ten percent of the floor area may extend up an additional 15 feet.

Lot Coverage. The maximum lot coverage for structures on the site is proposed to be 70%

Maximum Allowable Building Area. The maximum allowable building areas, not including the parking structure, is proposed to be 585,000 square feet.

Parking: There is currently no parking requirement on the property. This PD proposes to establish the following parking standards.

- (1). School.
 - a. Lower School. (1.5 per lower school classroom) One and one-half spaces per every lower school classroom.
 - b. Middle School. (3.5 per middle school classroom) Three and one-half spaces per every middle school classroom.
 - c. Upper School. (9.5 per upper school classroom) Nine and one-half spaces per every upper school classroom.
- (2). Soccer fields, baseball fields, and stadiums. (1 per 4 seats) One space per every four seats.
- (3). Theaters, auditoriums, gymnasiums and field houses. (1 per 3 seats) One space per every three seats.

Addison did not previously have a requirement for parking at schools. The proposed standards are pulled from the City of Dallas' parking requirements. The other two standards are consistent with Addison's requirements for the listed uses. Additionally, staff is proposing a shared parking provision to permit the sharing of parking among the various uses on the campus, if a parking study can be provided to show that the parking can be shared without negatively impacts. This would be reviewed by the Town's zoning administrator and could result in fewer parking spaces than required by the ordinance.

There are currently 842 spaces provided on the site. The concept plan proposes a total of 1024. Specific parking requirements will be assessed when development plan approval is requested, but the proposed amount should be more than adequate to meet the requirements.

The Planned Development standards will require that any parking structure be constructed in accordance with Addison's standard provision that ramps not be expressed on the façade of the structure and that steel structures and steel guard cables on the facades are prohibited.

Exterior Appearance: The façade of all structures on the site will be regulated by the Planned Development district text. Buildings will be constructed of 80 percent masonry which can include brick, stone, stucco, glass and split face concrete masonry units. A maximum of three materials will be permitted per building.

Landscaping: The landscaping must comply with the Town's landscaping regulations, including the 20% site landscaping coverage, perimeter screening and interior plantings.

Screening of Mechanical Equipment and Service Areas: For this Planned Development, mechanical equipment shall be screened from view of all public areas. Loading, service and trash storage areas will also need to be screened from public areas.

Lighting and Speaker Requirements: The Planned Development language would require that as the west side of the stadium is improved that the speakers be relocated accordingly and face east. Any change in the current lighting would need to be approved by the zoning administrator. Lighting for the tennis courts on the south side of Sojourn would be limited to 60 feet in height and be directed and shielded to shine only onto the courts. The tennis court lights would also be required to be turned off no later than 10pm and not operate on Sundays.

Traffic Impact Analysis: The applicant was required to study the impact that this development will have on the roadway network currently and in the long term (2030). As part of the analysis, a traffic management plan for managing the morning drop-off and afternoon pick-up operations was included. Kimley-Horn conducted the analysis which was reviewed by Town staff in conjunction with Cobb-Fendley. Because of the very minimal enrollment increase, it was found that the plan can be successfully incorporated into the surrounding roadway network. Given the additional on-site queuing capacity provided in the plan, traffic on Addison Road and Sojourn Drive will be improved since the Middle School operations currently backs up into the street.

The Traffic Impact Analysis did recommend that a police officer continue to be present to direct traffic on Addison Road during pick-up and drop-off times.

RECOMMENDATION: APPROVAL WITH A CONDITION

Trinity Christian Academy has been a valuable asset to the Town of Addison and in many ways as grown with the Town. The proposed campus master plan marks an important next step in the school's continued development. The proposed changes improve both the aesthetics and operations of the campus and will be an enhancement to both the property and the Town. This is a long term plan with no immediate timetable for construction. As funding allows, Trinity Christian Academy will come back for development plan approval for the construction of the specific elements of the concept plan in accordance with the standards approved for the Planned Development district. Staff recommends approval of the request with one condition.

- The applicant shall provide a traffic management plan to the Town for review and approval by the zoning administrator and shall abide by the provisions of the traffic management plan.

Land Use Analysis

Attributes of Success Matrix

Trinity Christian Academy (17001 Addison Road)

1736-Z

Attribute	Comment	Score
Competitive	Trinity Christian is a very successful and competitive private school in the north Dallas area. These improvements will enable them to continue to compete.	
Safe	Several of the improvements contemplated in the plan will improve the safety of the campus.	
Functional	The concept plan improves the functionality of the campus.	
Visually Appealing	The concept plan and PD standards will increase the visual appeal of the campus with additional landscaping and attractive new buildings.	
Supported with Amenities	Trinity Christian is a high quality private school campus with the amenities within the campus to support the school	
Environmentally Responsible	This is an infill redevelopment site and represents an environmentally responsible development pattern.	
Walkable	The campus will be walkable.	
Overall Assessment	The proposal marks an important next step in the school's continued development. The proposed changes improve both the aesthetics and operations of the campus and will enhance the property and this area Town.	



Case 1738-Z/Trinity Christian Academy
May 17, 2016

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on May 17 2016, voted to recommend approval of ordinance changing the zoning on property located at 17001 Addison Road, which is currently zoned R-1, Residential,-1 with a special use permit for a private school, and property located at 4350 Sojourn Drive, which is currently zoned PD, Planned Development, in order to create a new Planned Development District allowing a private school and approving a concept plan and development standards, subject to the following condition:

- The applicant shall provide a traffic management plan to the Town for review and approval by the Zoning Administrator and shall abide by the provisions of the traffic management plan.

Voting Aye: Ennis, Griggs, Morgan, Robbins, Robinson, Schaeffer
Voting Nay: none
Absent: Smith

SPEAKERS AT THE PUBLIC HEARING:

For: none
On: none
Against: Jim Halter, 17055 Windward Lane

Charles Goff

From: Bob Percival <[REDACTED]>
Sent: Monday, April 11, 2016 3:49 PM
To: Charles Goff
Cc: ddelph[REDACTED]; Gary McIntyre; Laura Simmons; Shannon Crouch (public); shea
tergerson
Subject: TCA Master Plan

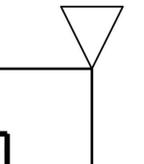
Mr. Goff,

On behalf of the Addison Place Homeowners Association Board of Directors, I wish to express our full support of Trinity Christian Academy's master plan for redevelopment, which includes the redirection of the public audio system and the location of the road from Sojourn into Trinity Christian property adjacent to the Tom Landry football stadium.

Bob Percival

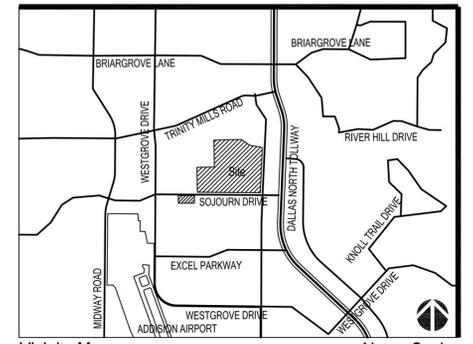
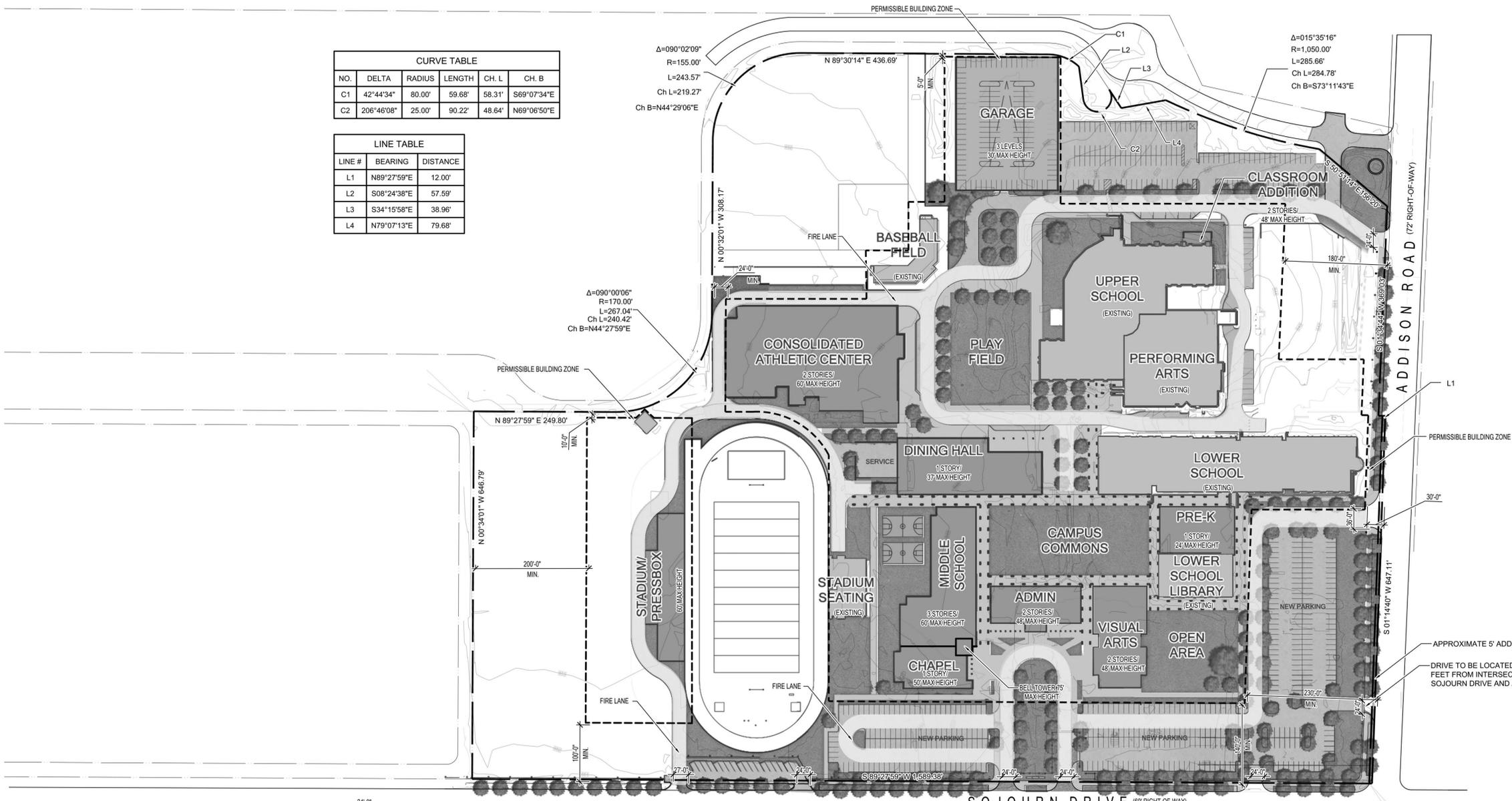
President

Addison Place Homeowners Association



CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CH. L	CH. B
C1	42°44'34"	80.00'	59.68'	58.31'	S69°07'34"E
C2	206°46'08"	25.00'	90.22'	48.64'	N69°06'50"E

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N89°27'59"E	12.00'
L2	S08°24'38"E	57.59'
L3	S34°15'58"E	38.96'
L4	N79°07'13"E	79.68'

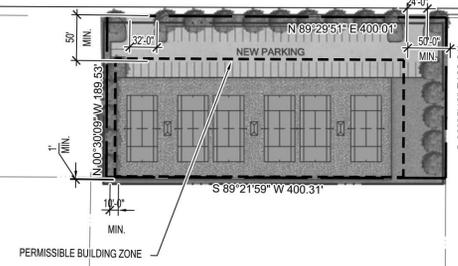


Vicinity Map Not to Scale

APPROXIMATE 5' ADDITIONAL R.O.W.
 DRIVE TO BE LOCATED AT LEAST 125' FEET FROM INTERSECTION OF SOJOURN DRIVE AND ADDISON ROAD.

Maximum Allowable Building Area:
 585,000 SF

INDIVIDUAL BUILDINGS ARE FOR ILLUSTRATIVE PURPOSES ONLY



Owner:
 Trojan Real Properties
 Contact: David Delph
 17001 Addison Road
 Addison, Texas 75001
 Main: 972.931.8325
 ddelph@trinitychristian.com

Job #: 13287
 File Name: 2016-05-05-Conceptual Plan.dwg
 Date: 05/11/2016
 Drawn by: Brian E. Moore, Ryan Wilson

2808 Fairmount Street
 Suite 300
 Dallas, Texas 75201
 214.303.1500/Tel
 214.303.1512/Fax
 www.gff.com

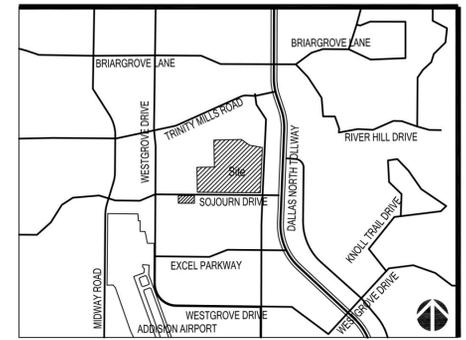
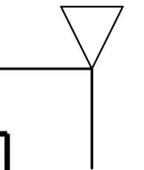
CONCEPT PLAN (REVISED)
*THE PURPOSE OF THIS REVISION IS TO INDICATE FUTURE BUILDINGS TO BE CONSTRUCTED

**TRINITY CHRISTIAN ACADEMY
 PLANNED DEVELOPMENT**

TOWN PROJECT NUMBER: _____

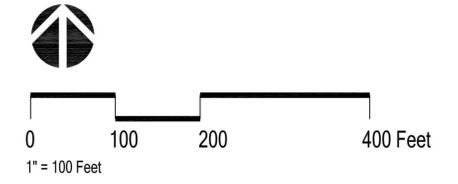
Address: 17001 Addison Road
 Addison, Texas
 41.06 Acres 1,788,573.6 sf

22",34",0"



Vicinity Map

Not to Scale



gff ARCHITECTS
INTERIORS
LANDSCAPE
PLANNING

2808 Fairmount Street
Suite 300
Dallas, Texas 75201
214.303.1500/Tel
214.303.1512/Fax
www.gff.com

EXISTING PLAN
TRINITY CHRISTIAN ACADEMY
PLANNED DEVELOPMENT

Address: 17001 Addison Road
Addison, Texas
41.06 Acres

Owner:
Trojan Real Properties
Contact: David Delph
17001 Addison Road
Addison, Texas 75001
Main: 972.931.8325
ddelph@trinitychristian.com

Job #: 13287
File Name: 2016-04-14-Existing Plan.psd
Date: 04/14/16
Drawn by: Brian E. Moore, Ryan Wilson

Work Session and Regular Meeting**Meeting Date:** 06/14/2016**Department:** Parks & Recreation**AGENDA CAPTION:**

Present, Discuss And Consider A Staff Report Concerning The **Proposed Addison Athletic Club Master Plan Which Includes A Review Of Work Completed And An Update On Community Input Regarding The Master Planning Process.**

BACKGROUND:

Staff will provide an update to the Council on the Athletic Club Master Plan. Staff is currently working with Barker, Rinker, Seacat Architecture to plan the public engagement meetings and seeks input on the survey questions regarding racquetball courts, family changing rooms and funding preferences for the Athletic Club improvements.

The Master Plan Committee's (MPC) goal was to develop recommendations to the Council that focus on future updates of the Addison Athletic Club. These updates would create comfortable environment where fitness, wellness and recreation activities/programs are a priority, and can be adapted to the existing building footprint. This involved consideration of ideas to update the interior building appearance and functionality by re-purposing spaces based on the community's input.

The first step in the Master Plan process was to engage the community via social media and community focus group meetings to obtain as much feedback as possible. The survey process involved distribution of questionnaires in December 2014 developed by the Barker Rinker Seacat (BRS) Architecture representatives and staff. 112 paper surveys and 38 online surveys were received, with 52 residents participating in the focus group meetings held on December 3 and 4, 2014.

The 11-member Master Plan Committee was selected following the survey and focus group process. A series of four MPC charrette workshops were held over a four month period of time with BRS Architecture representatives and staff team members. The MPC recommended the Master Plan as presented to Council at the June 9, 2015 work session. The estimated costs to upgrade and add new fitness elements to the Athletic Club was \$5.8M. The Master Plan included:

- 5,400 square feet of new programming space
- Updated HVAC system to reduce maintenance costs
- Welcoming lobby and upgraded interior appearance
- Large flexible spaces to adapt to fitness trends
- Flexible locker rooms that support families, seniors and special needs

The MPC roster and the Addison Athletic Club Master Plan are attached.

RECOMMENDATION:

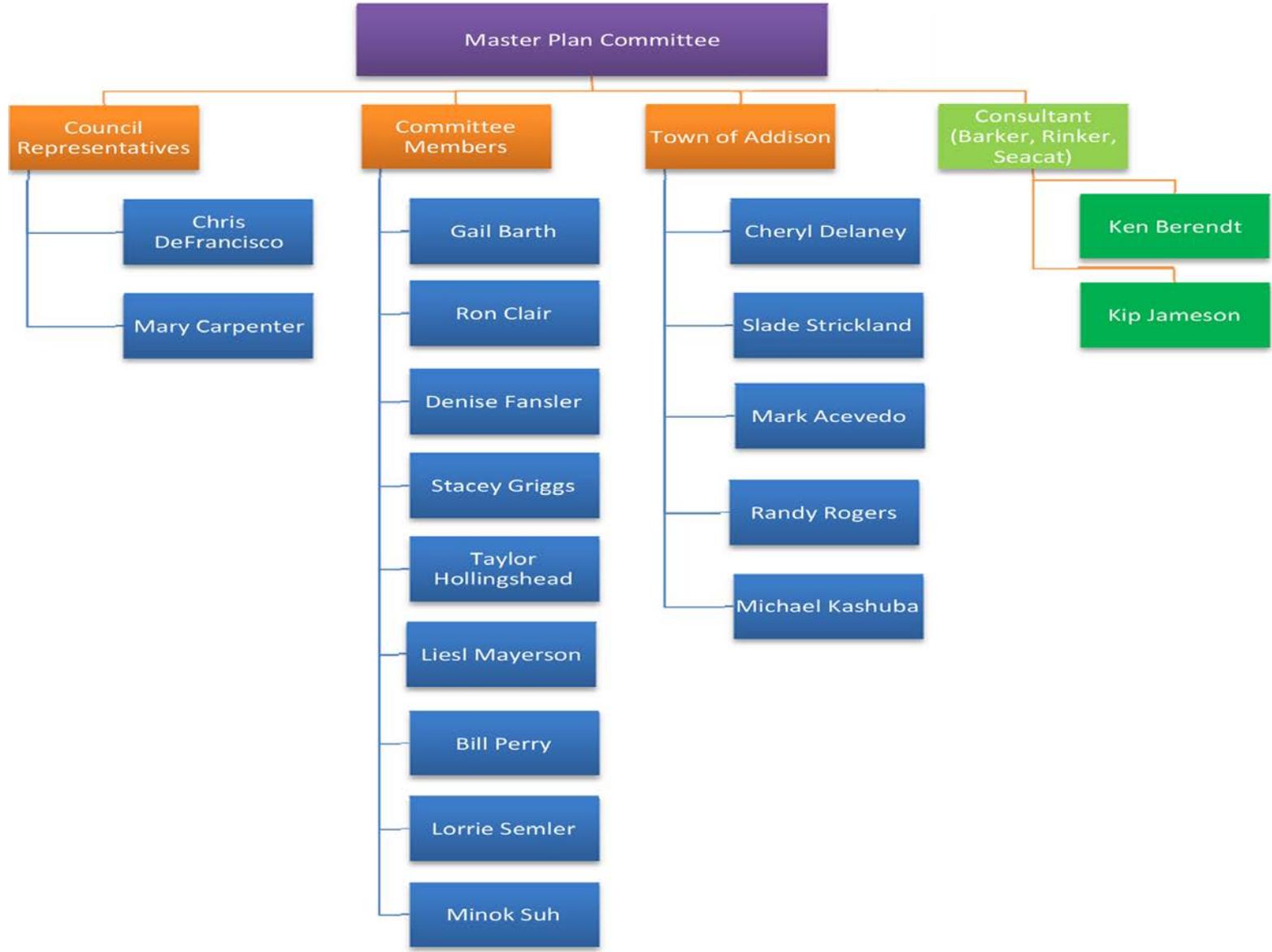
Staff requests direction from Council.

Attachments

MPC Roster

Master Plan

Presentation



AAC Master Plan Council Update

June 9, 2015



ADDISON ATHLETIC CLUB

Master Plan Committee Goal

“Provide a Comprehensive Plan for the Addison Athletic Club, which focuses on creating a comfortable environment where fitness, wellness and recreation activities and programs are a priority”



ADDISON ATHLETIC CLUB

Master Plan Community Engagement Process

- Social Media
- Online Survey
- 2-Day Focus Group Meetings
- Paper Surveys
- Committee Meetings

Master Plan Committee Recommendations - Benefits

The Proposed Plan Provides:

- 5,400 square feet of new programmable space without expanding the existing building footprint
- 5 times the space for exercise and yoga classes
- 50 additional exercise machines to accommodate future growth
- Large flexible spaces to adapt to fitness trends and future programming needs
- Updated HVAC system to improve user experience
- Flexible locker rooms that support families, seniors and people with special needs
- Updated materials to improve the 'look and feel' while reducing maintenance needs
- A welcoming lobby to provide a 'living room' for the community

The plan also protects the Addison brand and supports increased property values



ADDISON ATHLETIC CLUB

Master Plan Committee Priorities

HVAC System Updates
Lobby/Core Building

High

Gymnasium & Track

Moderate

Locker Rooms/Changing Suites

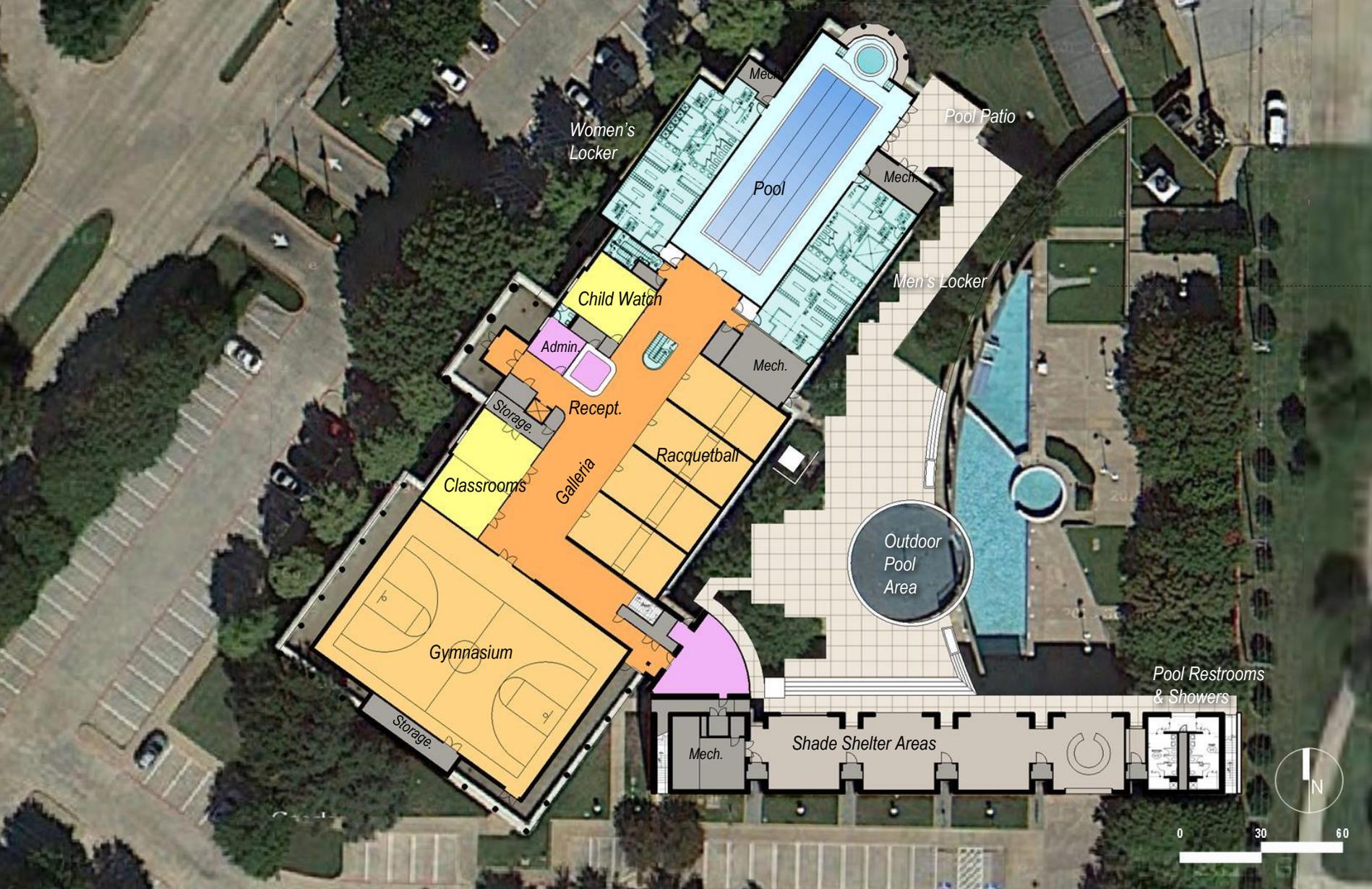
Multi-Use Room

Indoor Pool Upgrades

Low

Lifeguards & Storage

Pool Shade Structure

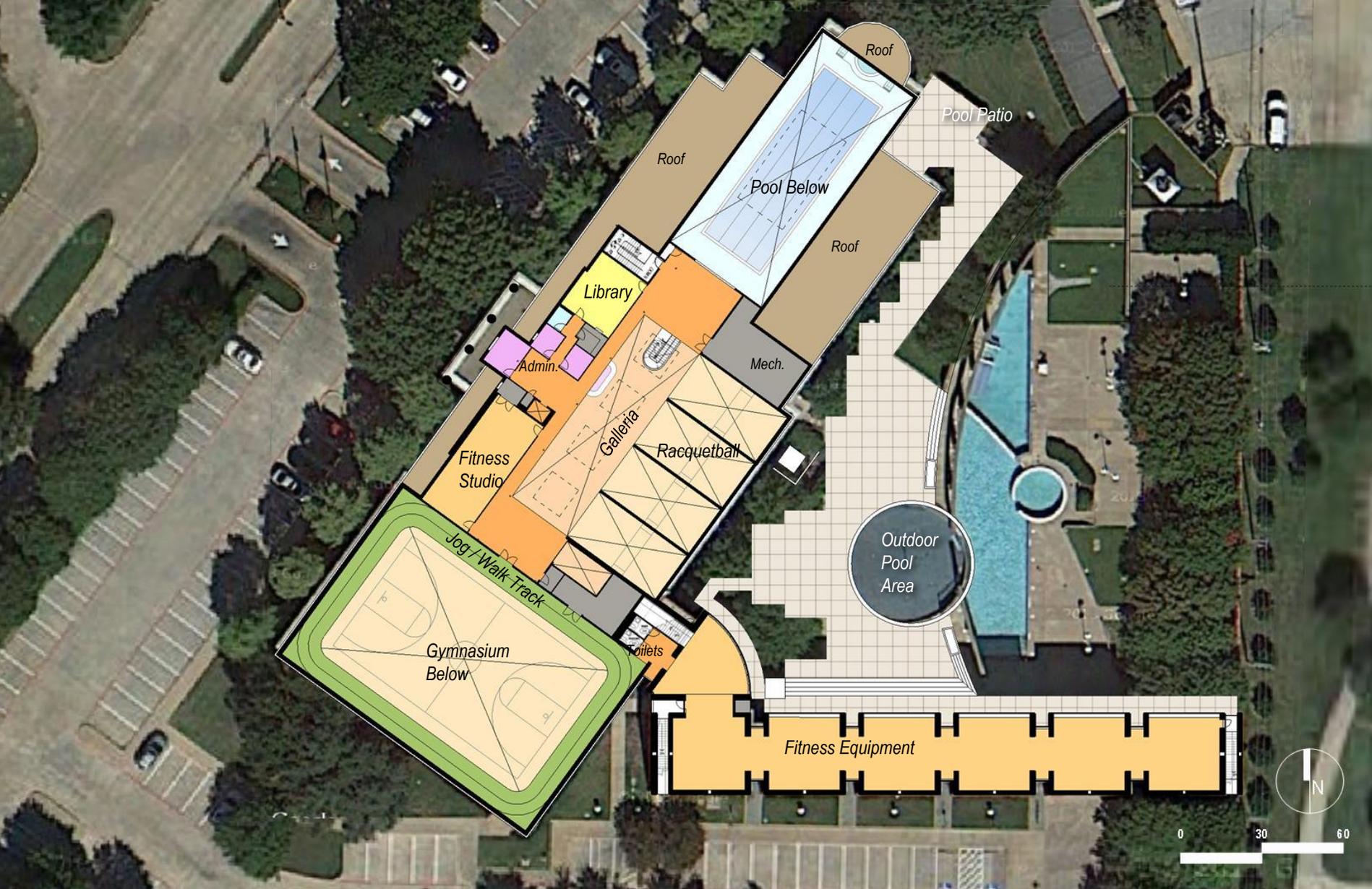


EXISTING
LOWER LEVEL PLAN



ADDISON ATHLETIC CLUB



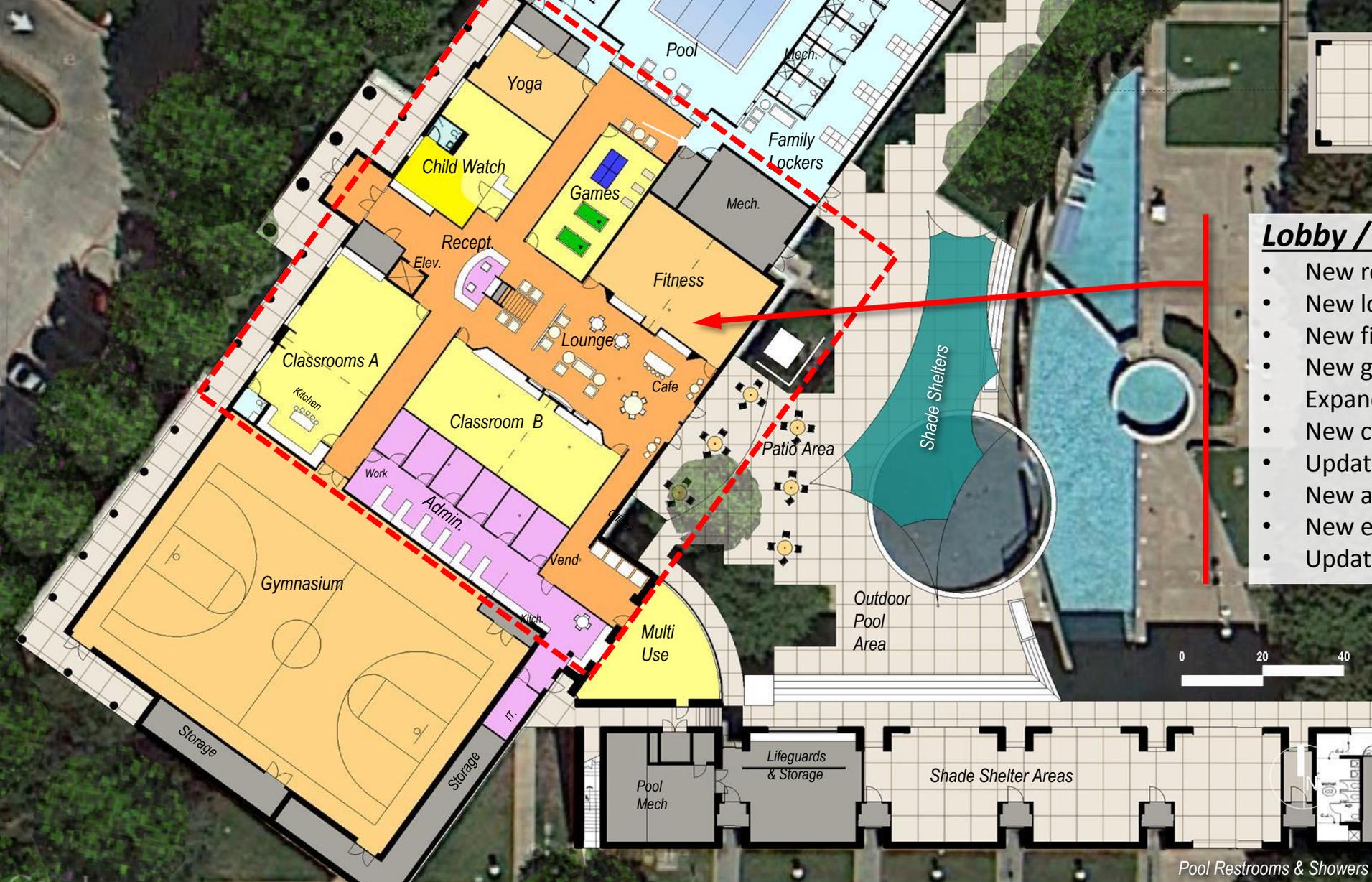


EXISTING
UPPER LEVEL PLAN



ADDISON ATHLETIC CLUB





- Lobby / Core Building – 1st Floor**
- New reception desk
 - New lounge space and cafe
 - New fitness space
 - New game room
 - Expanded child watch room
 - New classroom space
 - Updated classroom and kitchen area
 - New administrative office suite
 - New elevator
 - Updated HVAC systems

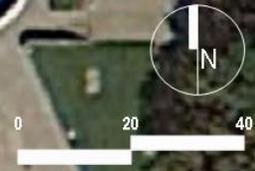
ENTRY LEVEL PLAN





- Lobby / Core Building – 2nd Floor**
- Infill much of open to below spaces
 - New fitness studio spaces
 - New fitness equipment loft spaces
 - New stretching and balance area
 - New personal fitness room
 - Updated library space
 - New restrooms
 - Additional storage
 - New elevator
 - Updated HVAC systems

UPPER LEVEL PLAN



ADDISON ATHLETIC CLUB





- Gymnasium & Track**
- Add storage room under porch
 - Add windows & skylights
 - New wall, ceiling paint
 - Acoustic panels
 - Replace rail at track
 - New track surface
 - Lighting, HVAC, & sound systems

ENTRY LEVEL PLAN



ADDISON ATHLETIC CLUB





- Gymnasium & Track**
- Add Storage Room under Porch
 - Add windows & skylights
 - New wall, ceiling paint
 - Acoustic panels
 - Replace rail at track
 - New track surface
 - Additional Storage Room
 - Lighting, HVAC, & sound systems

UPPER LEVEL PLAN



ADDISON ATHLETIC CLUB





Locker Rooms/Suites

- New Men's and Women's Locker Rooms
- 5 Family Type Changing Rooms
- Lounge Space in Changing Room Area
- All ADA Accessible

ENTRY LEVEL PLAN



ADDISON ATHLETIC CLUB





Multi-Use Room

- Re-purpose existing space
- Paint
- New floor finish
- Repair Windows
- Add Sound System

ENTRY LEVEL PLAN



ADDISON ATHLETIC CLUB





Indoor Pool Upgrades

- Expand deck area
- ADA upgrades
- Replace spa
- Paint & color & acoustic panels
- Banners / graphics

ENTRY LEVEL PLAN



ADDISON ATHLETIC CLUB





Lifeguards & Storage

- Enclose open structure
- Minimal new finishes
- HVAC work

ENTRY LEVEL PLAN



ADDISON ATHLETIC CLUB





- POOL Shade Structures**
- Shade fabric
 - Shade structure & foundation
 - Patio and rails
 - Picnic Tables / Seating Under Trees

ENTRY LEVEL PLAN





Skylights in Gymnasium

New Skylight at Lobby

Existing Pool Skylight

Enclose Life Guard Room

New Shade Shelters

New Gazebo

RECOMMENDED OPTION

AERIAL FROM EAST



ADDISON ATHLETIC CLUB



Budget Summary -

\$5,757,900

Priority Improvement Zones

HVAC Equipment Replacement

Lobby/Core Building

Gymnasium & Track

Locker Rooms/Changing Suites

Multi-Use Room

Indoor Pool Upgrades

Lifeguards & Storage Enclosure

Pool Shade Structure & Patio

Accessibility Improvements Allowance

Owner Contingency

Soft Costs (Fees, Testing, FFE, etc.)



ADDISON ATHLETIC CLUB



Master Plan Committee Recommendations - Benefits

The Proposed Plan Provides:

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The plan also protects the Addison brand and supports increased property values



ADDISON ATHLETIC CLUB

Addison Athletic Club Master Plan



ADDISON ATHLETIC CLUB



Master Plan Community Engagement Process

- Social Media
- Online Surveys - 38
- 2-Day Focus Group Meetings – 16 meetings, 52 people
- Paper Surveys - 112
- Committee Meetings

Master Plan Committee

Mary Carpenter - Council Liaison

Chris DeFrancisco – Council Liaison

Bill Perry – Club Member

Denise Fansler – Club Member

Gail Barth – Club Member

Liesl Mayerson – Club Member

Lorrie Semler – Club Member

Ron Clair – Club Member

Stacey Griggs – Club Member

Minok Suh – Club Instructor

Taylor Hollingshead – Club Member/Employee



ADDISON ATHLETIC CLUB



Master Plan Committee Goal

“Provide a Comprehensive Plan for the Addison Athletic Club, which focuses on creating a comfortable environment where fitness, wellness and recreation activities and programs are a priority”



ADDISON ATHLETIC CLUB

Master Plan Committee Recommendations - Benefits

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Master Plan Committee Priorities

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Lobby/Core Building

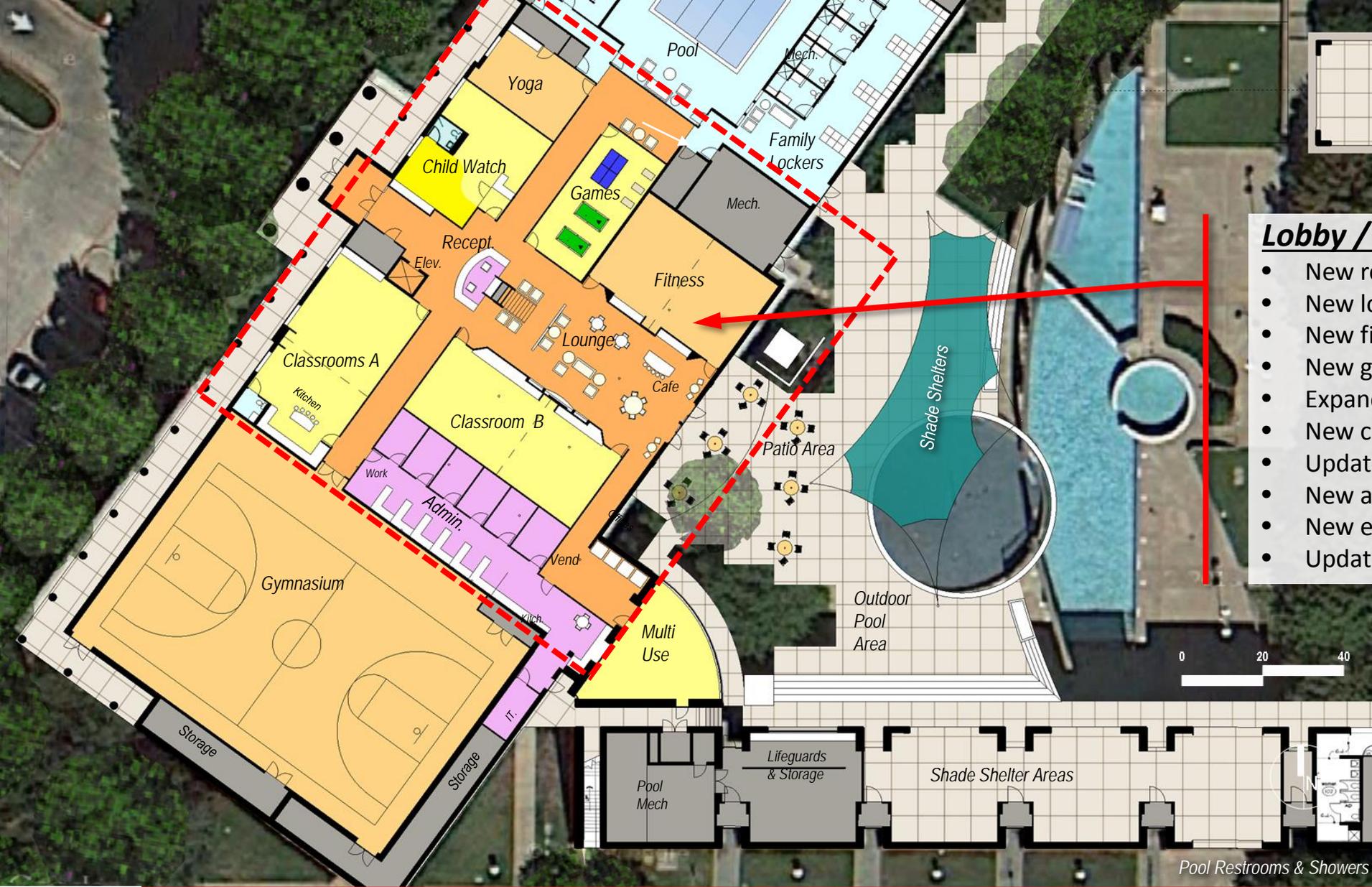
High

Gymnasium & Track
Locker Rooms/Changing Suites

Moderate

Multi-Use Room
Indoor Pool Upgrades
Lifeguards & Storage
Pool Shade Structure

Low



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ENTRY LEVEL PLAN



ADDISON ATHLETIC CLUB





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UPPER LEVEL PLAN



ADDISON ATHLETIC CLUB





Locker Rooms/Suites

- New Men's and Women's Locker Rooms
- 5 Family Type Changing Rooms
- Lounge Space in Changing Room Area
- All ADA Accessible

ENTRY LEVEL PLAN



ADDISON ATHLETIC CLUB



Budget Summary Total Project - \$5,757,900

Priority Improvement Zones

HVAC Equipment Replacement	\$545,900	High
Lobby/Core Building	\$2,420,000	
Gymnasium & Track	\$520,000	Moderate
Locker Rooms/Changing Suites	\$910,000	
Multi-Use Room	\$45,000	Low
Indoor Pool Upgrades	\$364,000	
Lifeguards & Storage Enclosure	\$160,000	
Pool Shade Structure & Patio	\$200,000	
Accessibility Improvements Allowance	\$120,000	
Owner Contingency	\$473,000	
Soft Costs (Fees, Testing, FFE, etc.)	Included	

Council Direction from February 2016

- Seek Additional Public Input
- Gather Feedback on Master Plan Components
 - Questions to include: Funding, Racquetball Courts, Family Changing Rooms
- Present Findings to Council

Master Plan Public Feedback

- All Sessions at the Athletic Club
- Postcard, Facebook, Website, Newsletter, Email, Posters
- Session 1: Wednesday, July 13th 11:00 a.m. to 1:00 p.m.
- Session 2: Saturday, July 16th 10:00 a.m. to 12:00 Noon
- Session 3: Wednesday, July 20th 6:00 p.m. to 8:00 p.m.

Process For Gathering Information

- Ranking/Voting System
- Gather Comments
- Online Survey
- Summarize Feedback and Report Back to Council

AI-1705

14.

Work Session and Regular Meeting

Meeting Date: 06/14/2016

Department: City Manager

AGENDA CAPTION:

-- Closed (executive) session of the Addison City Council pursuant to:

Section 551.071, Tex. Gov. 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, Tex. Gov. Code, pertaining to

- **The Ponds Or Lakes At Vitruvian Park Located Within The Vicinity And East Of The Intersection Of Vitruvian Way And Ponte Ave., And Farmers Branch Creek**

BACKGROUND:

n/a

RECOMMENDATION:

n/a

AI-1706

15.

Work Session and Regular Meeting

Meeting Date: 06/14/2016

Department: City Manager

AGENDA CAPTION:

RECONVENE INTO REGULAR SESSION: In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on any matter discussed in Executive Session.

BACKGROUND:

N/A

RECOMMENDATION:

N/A
