



REGULAR WORK SESSION & MEETING OF THE CITY COUNCIL

September 29, 2016

**ADDISON TOWN HALL
5300 BELT LINE RD., DALLAS, TX 75254**

**5:15 PM DINNER & EXECUTIVE SESSION
6:30 PM WORK SESSION
7:30 PM REGULAR MEETING**

Executive Session

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

Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Tex. Gov. Code, pertaining to

- **4800 Airport Parkway**
- **Open Meetings Act**
- **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**

Section 551.072, Tex. Gov. Code, to deliberate the purchase, exchange, lease, or value of real property, pertaining to

- **Potential Development on Claire Chennault On Addison Airport**
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Reconvene from Executive Session

2. **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 matter discussed in Executive Session.
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WORK SESSION

3. Present And Discuss The Council Calendar For Meetings In October, November, December 2016 And January 2017.
 4. Present and Discuss The Proposed FY2017 WaterTower Theatre Use Agreement.
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REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

5. 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.
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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.

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6. Consider **Approval Of The September 13, 2016 Regular Meeting Minutes.**

 7. Consider And Approve A **Resolution Authorizing The City Manager To Enter Into A Grant Funding Agreement With LaunchAbility** In An Amount Not To Exceed \$2,500.

 8. Consider And Approve A **Resolution Authorizing The City Manager To Enter Into A Grant Funding Agreement With Metrocrest Chamber Of Commerce** In An Amount Not To Exceed \$35,000.

 9. Consider And Approve A **Resolution Authorizing The City Manager To Enter Into A Grant Funding Agreement With Metrocrest Community Clinic** In An Amount Not To Exceed \$5,000.

 10. Consider And Approve A **Resolution Authorizing The City Manager To Enter Into A Grant Funding Agreement With Metrocrest Social Services** In An Amount Not To Exceed \$61,000.

 11. Consider And Approve A **Resolution Authorizing The City Manager To Enter Into A Grant Funding Agreement With The Family Place** In An Amount Not To Exceed \$12,000.

 12. Consider A **Resolution Authorizing The City Manager To Enter Into A Grant Funding Agreement With The Cavanaugh Flight Museum** In An Amount Not To Exceed \$50,000.

 13. Consider And Approve A **Resolution Authorizing The City Manager To Enter Into A Grant Funding Agreement With WaterTower Theatre** In An Amount Not To Exceed \$445,000.

 14. Consider And Approve A **Resolution Authorizing The City Manager To Enter Into A Grant Funding Agreement With The Addison Arbor Foundation** In An Amount Not To Exceed \$47,500.

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15. Consider An **Ordinance Amending The Code Of Ordinances By Amending Chapter 82 (Utilities), Article I (In General), Division 5 (Rates And Charges)By Amending Section 82-76 And Section 82-77 Increasing Sewer And Water Rates For All Customer Classifications.**
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Regular Items

16. Present, Discuss, And Consider Action Regarding An **Ordinance Amending The Town's Annual Budget For The Fiscal Year Ending September 30, 2016.**
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17. Hold A Public Hearing, Present, Discuss, And Consider Action On **The Housing Policy For The Town of Addison.**
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18. Present And Discuss **Transportation Planning And The 2016 Master Transportation Plan Update.**
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19. Present And Discuss **The Development Of The Addison Airport Southeast Quadrant Located Across Addison Road From Addison Circle Park; And Authorize The City Manager To Enter Into A Letter Of Intent With The Recommended Developer.**
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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, no later than 09/26/2016 at 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-1916

1.

Work Session and Regular Meeting

Meeting Date: 09/29/2016

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 on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Tex. Gov. Code, pertaining to

- **4800 Airport Parkway**
- **Open Meetings Act**
- **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**

Section 551.072, Tex. Gov. Code, to deliberate the purchase, exchange, lease , or value of real property, pertaining to

- **Potential Development on Claire Chennault On Addison Airport**

BACKGROUND:

N/A

RECOMMENDATION:

N/A

AI-1917

2.

Work Session and Regular Meeting

Meeting Date: 09/29/2016

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 matter discussed in Executive Session.

BACKGROUND:

N/A

RECOMMENDATION:

N/A

AI-1894

3.

Work Session and Regular Meeting

Meeting Date: 09/29/2016

Department: City Secretary

AGENDA CAPTION:

Present And Discuss **The Council Calendar For Meetings In October, November, December 2016 And January 2017.**

BACKGROUND:

The City Secretary requests direction for the remaining Council meetings of 2016 and January 2017. Request for direction includes, but is not limited to, the following occurrences:

1. The regularly scheduled meeting on October 25, 2016, conflicts with the DART board meeting where the Cotton Belt Financial Plan will be discussed and voted on.
2. The regularly scheduled meeting on November 8, 2016, is also the U.S. Presidential Election Day.
3. The regularly scheduled meeting on November 22, 2016, falls on the same week as Thanksgiving.
4. The regularly scheduled meeting on December 27, 2016, falls on the same week as Christmas.

RECOMMENDATION:

Staff requests direction from Council.

Attachments

Calendar

October 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 ED Lunch	4	5 Mayor Coffee (AM)	6	7	8
9	10 Columbus Day	11 Council Meeting	12	13	14	15
16	17 Possible Worksession if needed	18	19	20 Mayor Coffee (PM)	21	22
23	24	25 Council Meeting DART Meeting	26	27	28 Trunk Or Treat 6pm	29
30	31 Halloween					

November 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2 Mayor Coffee (AM)	3	4	5
6	7 ED Lunch	8 Council Meeting Election Night	9	10	11 Veterans Day	12
13	14 Possible Worksession if needed	15	16	17 Mayor Coffee (PM)	18	19
20	21	22 Council Meeting	23	24 Town Holiday Thanksgiving Day	25 Town Holiday	26
27	28	29	30			

December 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5 ED Lunch	6	7 Mayor Coffee (AM)	8	9	10
11	12	13 Council Meeting	14	15	16	17
18	19 Possible Worksession if needed	20	21	22 Mayor Coffee (PM)	23 Town Holiday	24
25 Christmas	26 Town Holiday	27	28	29	30	31

AI-1904

4.

Work Session and Regular Meeting

Meeting Date: 09/29/2016

Department: Conference & Theatre

AGENDA CAPTION:

Present and Discuss **The Proposed FY2017 WaterTower Theatre Use Agreement.**

BACKGROUND:

The purpose of this work session item is to review and discuss with the Council the proposed changes to the Fiscal Year 2017 Use Agreement with the WaterTower Theatre (WTT) for its rental occupancy of the Addison Theatre Centre. Updates to the Use Agreement include:

- Moving from an annual lease to a multi-year lease
- A year-to-year increase in show rental pricing
- Inclusion of the Town's Americans with Disabilities Act (ADA) seating policy and compliance
- Charge-backs to WTT for alarm code changes and lost keys

The WTT has been the primary resident company and lessee of the Addison Theatre Centre since 1996. Historically, any changes to the Use Agreement would be negotiated between the City Manager's Office and WTT. The agreement would then be brought to Council for final approval and adoption by resolution. The Use Agreement is similar to a standard lease agreement that allows the lessee (WTT) to rent space and pay a monthly rent to the lessor, property owner and manager (Town of Addison). Included in the attached Use Agreement are the office rental and use of space for shows rates.

RECOMMENDATION:

Administration recommends approval.

AI-1893

6.

Work Session and Regular Meeting

Meeting Date: 09/29/2016

Department: City Secretary

AGENDA CAPTION:

Consider **Approval Of The September 13, 2016 Regular Meeting Minutes.**

BACKGROUND:

The City Secretary has prepared the minutes for approval.

RECOMMENDATION:

Administration recommends approval.

Attachments

Draft Minutes

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL WORK SESSION

September 13, 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: Mayor Mayor Meier; Mayor Pro Tempore Arfsten; Deputy Mayor Pro Tempore Hughes; Councilmember Angell; Councilmember Duffy; Councilmember Walden; Councilmember Wilcox

Executive Session

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

Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Tex. Gov. Code, pertaining to

- **Addison Grove Incentive Agreement**
- **Open Meetings Act**

Section 551.072, Tex. Gov. Code, to deliberate the purchase, exchange, lease, or value of real property, pertaining to

- **4545 Eddie Rickenbacker**

Council convened into Executive Session at 5:17 pm.

2. **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 matter discussed in Executive Session.

Council recessed from Executive Session at 6:14 pm.

In regards to the item 4545 Eddie Rickenbacker, Mayor Pro Tem Arfsten moved to direct Town staff and Airport staff to continue with negotiations with Western LLC using the provisions included in the Letter of Intent. Councilmember Duffy seconded the motion. The vote was cast 7-0 in favor of the motion.

WORK SESSION

3. Present And Discuss The **Upcoming Planning & Zoning Commission And Board Of Zoning Adjustment Appointment Process.**

City Secretary, Laura Bell, presented the item to Council. Ms. Bell stated that there are 3 members up for appointment on both the Planning & Zoning Commission and the Board of Zoning Adjustment. The new process for appointments was approved by Council earlier in 2016.

Ms. Bell stated that anyone interested should apply by October 15, 2016. Applications are available at Town Hall in paper form and will be online through a link. Ms. Bell will forward that link to Council by the end of the week. The link will also be available online through the Town's website.

Councilmembers Angell, Duffy and Walden will have the appointments for these members. The names will come back at the second meeting in October for discussion. A Resolution appointing the members will be on the meeting agenda in November. The new terms will begin January 2017.

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4. Present And Discuss The **Opportunity To Work With Private Service Providers To Increase Broadband Connectivity, Reliability, Speed And Cost To Addison.**

Director of Economic Development, Orlando Campos and Interim Deputy City Manager/IT Director, Hamid Khaligephour, presented the item to Council.

Council asked questions regarding the possibility of this project and how it would affect the business community, residents and visitors to Addison.

REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

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.

Neil Hewitt, 3756 Park Place, spoke regarding the stop sign ordinance and possible revisions he would like to see.

Sheila Barkofske, 4130 Proton Dr. #26B, spoke of her concerns regarding the COLA and unfunded liability.

6. Present A **Proclamation Declaring September 2016 As Blood Cancer Awareness Month In Addison, Texas.**
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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.

Deputy Mayor Pro Tem Hughes asked to pull Item #7 for separate consideration.

Mayor Meier asked to pull Item #8 for separate consideration.

Mayor Pro Tem Arfsten moved to approve Items 9-12 as submitted. Deputy Mayor Pro Tem Hughes seconded the motion. The vote was cast 7-0 in favor of the motion.

Item #7-Deputy Mayor Pro Tem Hughes stated that he would like to clarify the statement in the minutes regarding the funding amount to Metrocrest. He would like to change the sentence from: "Council directed staff to include funding for Metrocrest at the requested \$2,000 level in the 2016-2017 budget." to "Council directed staff to include funding for the Metrocrest Community Clinic at the requested additional \$2,000 level in the 2016-2017 budget."

Deputy Mayor Pro Tem Hughes moved to approve Item #7 with the suggested edit. Mayor Pro Tem Arfsten seconded the motion. The vote was cast 7-0 in favor of the motion.

Item #8- Mayor Meier asked Deputy City Manager Cheryl Delaney some clarifying questions about the safe deposit box and former signers on the account.

Mayor Meier moved to approve Item #8. Mayor Pro Tem Arfsten seconded the motion. The vote was cast 7-0 in favor of the motion.

7. Consider **Approval Of The August 15 And August 30, 2016 Meeting Minutes.**

8. Consider A **Resolution Designating New Signers To Access The Town Of Addison Safe Deposit Box.**

9. Consider A **Resolution Approving Final Payment For The Early Termination Costs Associated With The Village On The Parkway Lease Agreement For Visit Addison** In An Amount Not To Exceed \$272,922.02.

10. Consider A **Resolution Authorizing The City Manager To Enter Into A Non-Exclusive Food And Beverage Vending Agreement With The Marriott Quorum And A Resolution Authorizing The City Manager To Enter Into A Non-Exclusive Food And Beverage Vending Agreement With Crown Plaza Hotels To Provide Food**

And Beverage Services To Event Patrons At Oktoberfest 2016.

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11. Consider A Resolution Authorizing The City Manager To Enter Into An Events Sponsorship Agreement With DCO Reality, Inc., For The Purposes Of Sponsoring Events At Vitruvian Park To Include, But Not Limited To, The Vitruvian Nights Live, Vitruvian Salsa Nights And The Vitruvian Holiday Lights Display In An Amount Not To Exceed \$185,000.00 For Fiscal Year 2016.
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12. Consider Approval Of A Bid Award To The Christmas Light Company, For The Installation, Maintenance And Removal Of The Holiday Lights For The Vitruvian Park Holiday Light Display In An Amount Not To Exceed \$146,000.00.
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Regular Items

13. Hold A Public Hearing, Present, Discuss, And Consider Action Regarding Approval Of An Ordinance Of The Town of Addison, Texas Approving And Adopting The Town's Annual Budget For The Fiscal Year Commencing October 1, 2016 And Ending September 30, 2017.

Interim Chief Financial Officer, Scott Neils, presented the item to Council. He presented a powerpoint presentation detailing the 2017 budget and how each fund balance would be affected.

Mayor Meier began the conversation with an update from City Attorney Brenda McDonald regarding the Mayor and Mayor Pro Tempore Arfsten discussing and voting on items concerning The Legacy Foundation. The City Attorney advised that in her research, she believes that both the Mayor and Mayor Pro Tempore Arfsten should both abstain from discussion and voting on the item concerning The Legacy Foundation.

Deputy Mayor Pro Tempore Hughes lead the discussion regarding The Legacy Foundation grant request. Council had discussion regarding the history of the idea to connect east and west Addison.

Councilmember Duffy made a motion to deny the request by The Addison Legacy Foundation. Councilmember Walden seconded the motion. The vote was cast 3-2 in favor of the motion.

With the motion to deny the request passing, Mayor Meier stated he had a new motion for consideration. Mayor Meier moved to direct

staff to set aside \$70,000 from the Hotel fund for this project. and create a public/private partnership with The Legacy Foundation and the \$70,000 is not given directly to The Legacy Foundation and kept separate with supervision of the City Manager over the project. Councilmember Wilcox seconded the motion.

Council discussed the motion.

Councilmember Wilcox moved to amend the motion to include that the \$70,000 not be spent until the \$30,000 is raised from The Legacy Foundation. Deputy Mayor Pro Tempore Hughes seconded the motion. The vote was cast 5-2 in favor of the amendment. Councilmembers Duffy and Walden voting against.

The original motion as amended was then taken as a vote. The vote was cast 4-3 in favor of the motion. Councilmember Angell, Duffy and Walden voting against.

Council recessed into a break at 9:40 pm.

Council reconvened into the meeting at 9:50 pm.

Council discussed the budget as presented with regards to fund balances, compensation, COLA funding, Infrastructure Fund balances and the effect on the taxpayer.

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

Councilmember Walden moved to approve Item #13 as submitted. Deputy Mayor Pro Tempore Hughes seconded the motion.

Mayor Meier moved that an amendment be added deleting the COLA payment for retirees and increase the Infrastructure Investment Fund to \$4.7 million immediately and to \$6 million by end of Fiscal Year 2017. Councilmember Wilcox seconded the amendment. The vote was cast 2-5 against the motion. Mayor Pro Tempore Arfsten, Deputy Mayor Pro Tempore Hughes and Councilmembers Angell, Duffy and Walden against.

Council discussed the failing amendment as stated above.

Councilmember Walden withdrew the original motion.

Councilmember Walden moved to approve Item #13 as submitted with the amendment of funding the Infrastructure Fund to have an ending balance of \$4.7 million as stated in option 1 of City Manager presentation as Council discussed. Councilmember Angell

seconded the motion. The vote was cast 5-2 in favor of the motion after the City Secretary took a roll call vote. Mayor Meier and Councilmember Wilcox voting against the motion.

14. Hold A Public Hearing, Present, Discuss, And Consider Action Regarding Approval Of An **Ordinance Levying Taxes For The Town of Addison, Texas And Fixing And Adopting The Tax Rate For The Town On All Taxable Property For The Fiscal Year Beginning October 1, 2016 And Ending September 30, 2017.**

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

Mayor Pro Tempore Arfsten moved to approve Item #14. Councilmember Duffy seconded the motion.

Council discussed the item and the considerations taken to make the decision of the tax rate.

The vote was cast 5-2 in favor of the motion after the City Secretary took a roll call vote. Mayor Meier and Councilmember Wilcox voting against the motion.

15. Present, Discuss, And Consider Action Regarding An **Ordinance Ratifying The Property Tax Increase Reflected In The Town's Annual Budget For The Fiscal Year Commencing October 1, 2016, And Ending September 30, 2017.**

Mayor Pro Tem Arfsten moved to approve the Item as submitted. Councilmember Walden seconded the motion. The vote was cast 5-2 in favor of the motion. Meier and Wilcox voted against the motion.

16. Hold A Public Hearing, Discuss, And Consider Action Regarding **Approval Of An Ordinance Amending An Existing Special Use Permit For A Restaurant And An Existing Special Use Permit For The Sale Of Alcoholic Beverages For On Premises Consumption Only On Property Located At 15175 Quorum Drive.** Case 1741-SUP/Arthur's Restaurant.

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

Council asked some clarifying questions in regards to the item.

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

Mayor Pro Tempore Arfsten moved to approve Item #16 as submitted. Deputy Mayor Pro Tempore Hughes seconded the motion. The vote was cast 7-0 in favor of the motion.

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17. Hold A Public Hearing, Discuss And Consider Action Regarding Approval Of An Ordinance **Rezoning The Property Located At 4021 Belt Line, Suite 302 In The Belt Line Square Shopping Center On The Northwest Corner Of Belt Line Road And Runyon Road, Which Is Currently Zoned LR, Local Retail, By Approving A New Special Use Permit For A Restaurant And A New Special Use Permit For The Sale Of Alcoholic Beverages For On-Premises Consumption Only**. Case 1744-SUP /K Grill.

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

Council asked some clarifying questions regarding the location and type of restaurant coming into the location.

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

Councilmember Angell moved to approve item #17 as submitted. Councilmember Wilcox seconded the motion. The vote was cast 7-0 in favor of the motion.

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18. Present, Discuss And Consider Action Regarding A **Resolution Amending And Restating An Incentive Agreement With Beltline Beltway Investments, Ltd. And Urban Intownhomes, LLC For The Addison Grove Redevelopment Project At 4150 Belt Line Road Commonly Known As The Former Sam's Wholesale Club Property And Authorizing The City Manager To Execute The Amended Contract**.

Deputy Mayor Pro Tempore Hughes moved to approve Item #18 as submitted. Councilmember Duffy seconded the motion. The vote was cast 6-1 in favor of the motion. Mayor Meier voting against.

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19. Present, Discuss And Consider Action Regarding Approval Of **A Resolution Authorizing The City Manager To Enter Into A Commercial Real Estate Broker Services Agreement With CBRE, Inc. For The Lease Or Sale Of Properties Owned By The Town of Addison Located At 4460 And 4500 Belt Line Road.**

Director of Economic Development, Orlando Campos, presented the item to Council. Council discussed the item.

Mayor Pro Tempore Arfsten moved to approve the item as submitted. Deputy Mayor Pro Tempore Hughes seconded the motion. The vote was cast 7-0 in favor of the motion.

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20. Present, Discuss And Consider Action Regarding A Resolution **Approving An Interlocal Agreement With The City Of Carrollton, Texas For The Provision Of Jail Services To Addison Arrestees.**

Chief of Police, Paul Spencer, presented the item to Council. Council discussed the item as presented and asked clarifying questions.

Deputy Mayor Pro Tempore Hughes moved to approve Item #20 as submitted. Councilmember Angell seconded the motion. The vote was cast 7-0 in favor of the motion.

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21. Present, Discuss And Consider Action Regarding Approval Of A **Resolution Approving An Interlocal Agreement With The North Central Texas Council of Governments For The Provision Of Electronic Warrant Payment Services For Addison Municipal Court.**

Chief of Police, Paul Spencer, presented the item to Council. Council discussed the item and asked clarifying questions.

Councilmember Angell moved to approve Item #21 as submitted. Mayor Pro Tempore Arfsten seconded the motion. The vote was cast 7-0 in favor of the motion.

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23. Present, Discuss, Consider Approval Of A **Resolution To Amend The Finance Committee Bylaws.**

Mayor Pro Tempore Arfsten moved approval of Item #23 as submitted. Deputy Mayor Pro Tempore Hughes seconded the motion. The vote was cast 7-0 in favor of the motion.

Adjourn Meeting

Mayor Meier adjourned the meeting at 11:19 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

AI-1895

7.

Work Session and Regular Meeting

Meeting Date: 09/29/2016

Department: City Manager

AGENDA CAPTION:

Consider And Approve A **Resolution Authorizing The City Manager To Enter Into A Grant Funding Agreement With LaunchAbility** In An Amount Not To Exceed \$2,500.

BACKGROUND:

Town Staff has developed a grant funding process that allows non-profit organizations within the Town of Addison to submit a request of funds for their organization that directly enhances the Town. The Town Staff and Council appointed liaisons evaluate all applications individually. Town Staff reviews all applicable financials in a detailed financial assessment of the non-profit organizations, which includes, but is not limited to: equity assessment, cash flow assessment, operations assessment, and percentage of annual revenue in comparison to grant request. The purpose of the reviews and evaluations is to fully assess whether the non-profit organization is a viable entity and if the grant requests directly enhance the Town. To clearly reflect the impact of the grant to Addison and non-Addison residents, Quarterly Grant Reports are required by all non-profit organizations through the end of the Town's fiscal year. The Quarterly Grant Reports contain the non-profit organization's goals, objectives and performance measures as identified in the Grant Uses section of the agreement. Financial statements may or may not be required, but Town Staff can request them at any time.

LaunchAbility submitted an application to the Town requesting \$2,500. The Town has reviewed and evaluated the application and determined that the non-profit organization's request set forth in the application are for a public purpose that directly enhances the Town of Addison.

Listed below are the grant uses submitted in the non-profit organization's application:

- Employment services
- Career assessment
- Job placement for those with disabilities

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution with Agreement

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE GRANT FUNDING AGREEMENT BETWEEN THE TOWN AND LAUNCHABILITY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT FUNDING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas ("City Council") has investigated and determined that it is in the best interest of the Town of Addison, Texas ("Town") to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the Town; and

WHEREAS, the City Council has adopted an application process ("Application") whereby these organizations may apply for public funds that will be used for public purposes within the Town, as determined by the Town; and

WHEREAS, LaunchAbility submitted an Application to the Town for consideration; and

WHEREAS, the Town has reviewed the Application and investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the Town and LaunchAbility desire to enter into this Agreement to set forth the terms and conditions regarding LaunchAbility's use of the public funds.

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

Section 1. The Grant Funding Agreement between the Town and LaunchAbility, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute said 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 29th day of September, 2016.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

STATE OF TEXAS §
 § AGREEMENT FOR GRANT FUNDING
COUNTY OF DALLAS §

This Agreement for Grant Funding ("Agreement") is made and entered into as of the 1st day of October, 2016 by and between the Town of Addison, Texas (the "City") and LaunchAbility (the "Organization").

WITNESSETH:

WHEREAS, the City Council has investigated and determined that it is in the best interest of the City to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the City; and

WHEREAS, the City Council has adopted an application process ("Application") whereby these organizations may apply for public funds that will be used for public purposes within the City, as determined by the City; and

WHEREAS, the Organization submitted an Application to the City for consideration; and

WHEREAS, the City has reviewed the Application and investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the City and Organization desire to enter into this Agreement to set forth the terms and conditions regarding the Organization's use of the public funds.

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

I. TERM

The term of this Agreement shall be for a period of one year from the 1st day of October, 2016, through the 30th day of September, 2017, except as otherwise provided for herein, and subject to the earlier termination of this Agreement ("Term"). The Program, hereinafter defined, must be completed during the Term of the Agreement to the satisfaction of the City.

II. GRANT USE

The Organization shall complete the following program(s) with the assistance of grant funding received by the City (collectively, the "Program");

(a) Provide "supported employment services" to citizens of the City and of the region surrounding the City through occupational training for adults with mental retardation, job matching assistance and job performance support for these individuals;

EXHIBIT A

(b) Provide services for clients that include career assessment, placement in jobs that match up their skills to the needs of the employers, on the job training, and ongoing support to ensure our clients' success; and

(c) Measure completion of "supported employment services", job placement and retention, along with reporting on the status of clients as certain benchmarks are achieved.

The Organization shall submit detailed quarterly program results to the City listing the expenditures made by the Organization with the Funding received pursuant to this Agreement by the following dates:

January 30, 2017
April 30, 2017
July 30, 2017
October 30, 2017

III. FUNDING

For the completion of the Program as described herein, the City shall pay to the Organization the sum of no more than Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) ("**Funding**") as follows: fifty percent (50%) of the Funding shall be paid to the Organization within thirty (30) days of the City's execution of this Agreement, and the remaining fifty percent (50%) of the Funding shall be paid to the Organization on May 30, 2017. Payment is made contingent upon the Organization not then being in default of this Agreement. Funding shall not carry over into the following fiscal year. If the Organization fails to complete the Program identified herein to the satisfaction of the City within the Term, then the Organization shall return any and all unexpended Funding to the City immediately upon request, and the Organization may be ineligible for the receipt of Funding the following year.

IV. RESPONSIBILITY; INDEMNIFICATION

(a) THE ORGANIZATION AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF THE PROGRAM PERFORMED AND TO BE PERFORMED HEREUNDER BY THE ORGANIZATION OR BY ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(b) INDEMNITY OWED BY THE ORGANIZATION. THE ORGANIZATION COVENANTS AND AGREES TO FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS, INDIVIDUALLY OR COLLECTIVELY, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES (THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS EACH BEING AN "ADDISON PERSON" AND COLLECTIVELY THE "ADDISON PERSONS"), FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, HARM, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES,

EXHIBIT A

PROCEEDINGS, JUDGMENTS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND SUITS, OF ANY KIND AND NATURE WHATSOEVER MADE UPON OR INCURRED BY ANY ADDISON PERSON, WHETHER DIRECTLY OR INDIRECTLY, (THE "CLAIMS"), THAT ARISE OUT OF, RESULT FROM, OR RELATE TO: (1) THE PROGRAM AS DESCRIBED IN SECTION II OF THIS AGREEMENT; (2) REPRESENTATIONS OR WARRANTIES BY THE ORGANIZATION UNDER THIS AGREEMENT; AND/OR (3) ANY OTHER ACT OR OMISSION UNDER OR IN PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION, OR ANY OWNER, OFFICER, DIRECTOR, MANAGER, EMPLOYEE, AGENT, REPRESENTATIVE, CONSULTANT, CONTRACTOR, SUBCONTRACTOR, LICENSEE, INVITEE, PATRON, GUEST, CUSTOMER, OR CONCESSIONAIRE OF OR FOR THE ORGANIZATION, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE ORGANIZATION IS LEGALLY RESPONSIBLE, AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, SUBCONTRACTOR, LICENSEES, INVITEES, PATRONS, GUESTS, CUSTOMERS, AND CONCESSIONAIRES. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

THE ORGANIZATION SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY ADDISON PERSON OR THE ORGANIZATION RELATED TO OR ARISING OUT OF THE ORGANIZATION'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE ORGANIZATION'S SOLE COST AND EXPENSE. THE ADDISON PERSONS SHALL HAVE THE RIGHT, AT THE ADDISON PERSONS' OPTION AND AT OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING THE ORGANIZATION OF ANY OF ITS OBLIGATIONS HEREUNDER.

THE PROVISIONS OF THIS DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION, AND ANY OTHER DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN THIS AGREEMENT, SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

V. TERMINATION

This Agreement may be canceled and terminated by either party at any time and for any reason or no reason upon giving at least thirty (30) days written notice of such cancellation and termination to the other party hereto. Such notice shall be sent certified mail, return receipt requested, and to the most recent address shown on the records of the party terminating the Agreement. The thirty (30) day period shall commence upon deposit of the said notice in the United States mail and shall conclude at midnight of the 30th day thereafter. In the event of such cancellation and termination and if the Organization has failed at the time of such cancellation and termination to provide the Program set forth herein, the Organization shall immediately refund to the City that portion of Funding paid to the Organization under the terms of this Agreement (and identified in Section II, above) allocable to the Program that has not been completed at the time of cancellation and termination, as determined by the City.

Upon payment or tender of any refund amount, all of the obligations of the Organization and the City under this Agreement shall be discharged and terminated (except as otherwise provided herein, e.g., except for obligations and responsibilities as may survive termination or cancellation of this Agreement as provided for in this Agreement) and no action shall lie or accrue for additional

EXHIBIT A

benefit, consideration or value for or based upon the Program performed under or pursuant to this Agreement.

VI. CONFLICT OF INTEREST

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

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

VII. ACCOUNTING

Prior to adopting its annual budget, the Organization shall submit for the City's review a budget showing the use of the Funding provided pursuant to this Agreement, and the Organization shall make such quarterly financial reports to the City, as provided for herein, listing the expenditures made by the Organization from the Funding. The approval of the Organization's annual budget creates a fiduciary duty in the Organization with respect to the Funding provided by this Agreement.

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

The Organization shall maintain complete and accurate financial records of all of its revenues, including, without limitation, each expenditure of Funding received pursuant to this Agreement. On request of the City at any time, the Organization shall make all its records available for inspection and review by the City or its designated representative(s). Within ninety (90) days of the end of the Organization's fiscal year, the Organization shall provide the City with a financial statement signed by the Chairman of the Organization's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, at the Organization's expense, setting forth the Organization's income, expenses, assets and liabilities, and such obligation shall survive the termination or expiration of this Agreement. If this Agreement is terminated prior to its expiration, the Organization shall provide such reports as required by the City for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof; and the obligation to provide the reports for the last quarter of this Agreement shall survive the expiration of this Agreement.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in the application packet. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in writing a hard-copy, non-electronic format.

EXHIBIT A

VIII. ADDITIONAL REQUIREMENTS OF THE ORGANIZATION

The Organization agrees to the following:

(a) The City may conduct an on-site visit to the Organization during the Term;

(b) Within thirty (30) days of the City's execution of this Agreement, the Organization shall provide to the City a current list of all Organization board members and a schedule of all board meetings. A representative from the City may choose to attend any scheduled board meetings. The City shall be immediately notified of any changes to the schedule; and

(c) In any and all marketing material produced by the Organization, the City shall be prominently recognized as a supporter of the Organization through the use of the City designated logo provided.

VIII. INDEPENDENT CONTRACTOR

In completing the Program under this Agreement, the relationship between the City and the Organization is that of independent contractor, and the City and the Organization by the execution of this Agreement do not change the independent status of the Organization. The Organization is an independent contractor, and no term or provision of this Agreement or action by the Organization in the performance of this Agreement is intended nor shall be construed as making the Organization the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which the Organization performs the Program which is described in this Agreement.

IX. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

The Organization may not and shall have no authority to assign, transfer, or otherwise convey by any means whatsoever this Agreement or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City, and any attempted assignment, transfer, or other conveyance of this Agreement without such approval shall be null and void and be cause for immediate termination of this Agreement by the City.

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

X. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Agreement shall be deemed to constitute that the City and the Organization are partners or joint venturers with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Agreement creates, a joint enterprise.

XI. NON-DISCRIMINATION

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

EXHIBIT A

XII. LEGAL COMPLIANCE; AGREEMENT SUBJECT TO LAWS; RECITALS

The Organization shall observe and abide by, and this Agreement is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended. The Organization agrees that any and all records of the Organization which, including but not limited to describe, relate to, convey and/or illustrate the obligations, terms and conditions set forth in this Agreement shall be subject to the Texas Public Information Act, Texas Government Code Chapter 552, as amended. The above and foregoing recitals to this Agreement are true and correct and incorporated herein and made a part hereof.

XIII. VENUE; GOVERNING LAW

In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

XIV. COUNTERPARTS

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

XV. NO WAIVER; RIGHTS CUMULATIVE

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

XVI. NOTICES

All notices, communications and reports, required or permitted under this Agreement shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and the Organization agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

EXHIBIT A

The City's address:

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

The Organization's address:

Mr. Rick Van Hooser
LaunchAbility
801 E. Plano Parkway, Suite 125
Plano, TX 75074

XVII. SEVERABILITY

The terms of this Agreement are severable, and if any section, paragraph, clause, or other portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Agreement initially.

XVIII. AUTHORITY TO EXECUTE AGREEMENT

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

XIX. ENTIRE AGREEMENT

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

XX. SOVEREIGN IMMUNITY

The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

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

TOWN OF ADDISON, TEXAS

LAUNCHABILITY

By: _____
Wesley S. Pierson, City Manager

By: _____
Mr. Rick Van Hooser, Exec. Director

Date: _____

Date: _____

Work Session and Regular Meeting**Meeting Date:** 09/29/2016**Department:** City Manager**AGENDA CAPTION:**

Consider And Approve A **Resolution Authorizing The City Manager To Enter Into A Grant Funding Agreement With Metrocrest Chamber Of Commerce** In An Amount Not To Exceed \$35,000.

BACKGROUND:

Town Staff has developed a grant funding process that allows non-profit organizations within the Town of Addison to submit a request of funds for their organization that directly enhances the Town. The Town Staff and Council appointed liaisons evaluate all applications individually. Town Staff reviews all applicable financials in a detailed financial assessment of the non-profit organizations, which includes, but is not limited to: equity assessment, cash flow assessment, operations assessment, and percentage of annual revenue in comparison to grant request. The purpose of the reviews and evaluations is to fully assess whether the non-profit organization is a viable entity and if the grant requests directly enhance the Town. To clearly reflect the impact of the grant to Addison and non-Addison residents, Quarterly Grant Reports are required by all non-profit organizations through the end of the Town's fiscal year. The Quarterly Grant Reports contain the non-profit organization's goals, objectives and performance measures as identified in the Grant Uses section of the agreement. Financial statements may or may not be required, but Town Staff can request them at any time.

The Metrocrest Chamber of Commerce submitted an application to the Town requesting \$35,000. The Town has reviewed and evaluated the application and determined that the non-profit organization's request set forth in the application are for a public purpose that directly enhances the Town of Addison.

Listed below are the grant uses submitted in the non-profit organization's application:

- Business and community development
 - Economic development marketing
 - Entrepreneur development/small business support
 - Addison business profile support
 - Develop strategies to connect the Addison Airport Community and the Addison business community
 - Hotel concierge support

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution with Agreement

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE GRANT FUNDING AGREEMENT BETWEEN THE TOWN AND METROCREST CHAMBER OF COMMERCE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT FUNDING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas ("City Council") has investigated and determined that it is in the best interest of the Town of Addison, Texas ("Town") to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the Town; and

WHEREAS, the City Council has adopted an application process ("Application") whereby these organizations may apply for public funds that will be used for public purposes within the Town, as determined by the Town; and

WHEREAS, Metrocrest Chamber of Commerce submitted an Application to the Town for consideration; and

WHEREAS, the Town has reviewed the Application and investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the Town and Metrocrest Chamber of Commerce desire to enter into this Agreement to set forth the terms and conditions regarding Metrocrest Chamber of Commerce's use of the public funds.

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

Section 1. The Grant Funding Agreement between the Town and Metrocrest Chamber of Commerce, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute said 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 29th day of September, 2016.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

STATE OF TEXAS §
 § AGREEMENT FOR GRANT FUNDING
COUNTY OF DALLAS §

This Agreement for Grant Funding (“Agreement”) is made and entered into as of the 1st day of October, 2016 by and between the Town of Addison, Texas (the “City”) and the Metrocrest Chamber of Commerce (the “Organization”).

WITNESSETH:

WHEREAS, the City Council has investigated and determined that it is in the best interest of the City to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the City; and

WHEREAS, the City Council has adopted an application process (“Application”) whereby these organizations may apply for public funds that will be used for public purposes within the City, as determined by the City; and

WHEREAS, the Organization submitted an Application to the City for consideration; and

WHEREAS, the City has reviewed the Application and investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the City and Organization desire to enter into this Agreement to set forth the terms and conditions regarding the Organization’s use of the public funds.

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

I. TERM

The term of this Agreement shall be for a period of one year from the 1st day of October, 2016, through the 30th day of September, 2017, except as otherwise provided for herein, and subject to the earlier termination of this Agreement (“Term”). The Program, hereinafter defined, must be completed during the Term of the Agreement to the satisfaction of the City.

II. GRANT USE

The Organization shall complete the following program(s) with the assistance of grant funding received by the City (collectively, the “Program”) (the monetary amounts identified in this Section II below are approximate amounts to be expended by the Organization in accomplishing the Program, and the maximum amount to be funded by the City shall be based upon the actual expenses for the following Program):

1. *Economic Development Marketing* – The Chamber will provide to the City the following economic development marketing services (“Economic Development Marketing Services”):

EXHIBIT A

- (a) provide marketing support of the Addison Conference Centre that will generate at least five (5) events annually;
- (b) provide marketing support to Addison Economic Development Department;
- (c) conduct a Business Expo with marketing targeted at Addison businesses and provide education sessions;
- (d) support the Addison Business Registration process;
- (e) conduct Economic Development Committee meetings at least quarterly including Economic Development representatives from each city that is served by the Chamber (the City of Carrollton, the City of Farmers Branch, and the City) as well as representatives from the Chamber board;
- (f) coordinate the aforementioned event with area brokers;
- (g) develop a strategy to reach out to minority/ethnic chambers of commerce in the region to create awareness of Addison business opportunities and special events; and
- (h) Provide marketing and logistical support for special events of the City.

2. *Entrepreneur Development Support* - The Chamber will provide to the City the following entrepreneur development support services ("Entrepreneur Development Support Services"):

- (a) highlight local resources available to entrepreneurs (i.e. SBA, SBDCs, SCORE, etc.);
- (b) develop monthly workshop program targeted at small businesses; and
- (c) provide complimentary one year memberships to business start-ups of the Accelerated Ventures Program that are being incubated by the Town of Addison.

3. *Addison Business Profile Support* - The Chamber will provide to the City the following services which will raise Addison's business profile ("Addison Business Profile Support"):

- (a) Organize and conduct annual Mayor's Forum;
- (b) Provide a local (leadership development opportunity via Leadership Metrocrest;
- (c) Provide ribbon-cutting support for new businesses to the Addison area, as well as Addison business expansions and new Chamber members; and
- (d) Conduct an annual Educator Appreciation Luncheon for Bush Elementary.

EXHIBIT A

4. *Develop Strategies to Connect the Addison Airport Community and the Addison Business Community* - The Chamber will provide to the City the following services connecting the Addison Airport Community and the Addison Business Community ("Airport-Business Connection Services"):

- (a) provide airport management, tenants, and users opportunities to attend and benefit from Chamber events such as the Business Expo, Chairman's Circle, etc;
- (b) organize tour of airport for area officials;
- (c) increase awareness of airport to Chamber members; and
- (d) work with airport management to provide support regarding the airport strategic development plan.

5. *Hotel Concierge Support* - The Chamber will provide to the City the following Hotel Concierge Support services ("Hotel Concierge Support Services"):

- (a) assist the Town of Addison Economic Development and Tourism Department in establishing a Hotel Concierge Business program for major conferences held at local hotels;
- (b) provide volunteers at targeted hotel conferences to disseminate information of local attractions, local events, and business support services; and
- (c) collaborate with Economic Development and Tourism in assisting with a survey of meeting planners to gauge effectiveness of meeting location utilized and services provided.

The Organization shall submit detailed quarterly program results to the City listing the expenditures made by the Organization with the Funding received pursuant to this Agreement by the following dates:

January 30, 2017
April 30, 2017
July 30, 2017
October 30, 2017

A City representative as determined by the City Council shall serve as an Ex-Officio Director of the Chamber and as a member of the Chamber's Economic Development Committee. The City's staff member responsible for Economic Development shall also be a member of the Committee.

III. FUNDING

For the completion of the Program as described herein, the City shall pay to the Organization the sum of no more than Thirty-Five Thousand and No/100 Dollars (\$35,000.00) ("Funding") as follows: fifty percent (50%) of the Funding shall be paid to the Organization within thirty (30) days of the City's execution of this Agreement, and the remaining fifty percent (50%) of the Funding shall be paid to the Organization on May 30, 2017. Payment is made contingent upon

EXHIBIT A

the Organization not then being in default of this Agreement. Funding shall not carry over into the following fiscal year. If the Organization fails to complete the Program identified herein to the satisfaction of the City within the Term, then the Organization shall return any and all unexpended Funding to the City immediately upon request, and the Organization may be ineligible for the receipt of Funding the following year.

IV. RESPONSIBILITY; INDEMNIFICATION

(a) THE ORGANIZATION AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF THE PROGRAM PERFORMED AND TO BE PERFORMED HEREUNDER BY THE ORGANIZATION OR BY ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(b) INDEMNITY OWED BY THE ORGANIZATION. THE ORGANIZATION COVENANTS AND AGREES TO FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS, INDIVIDUALLY OR COLLECTIVELY, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES (THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS EACH BEING AN "ADDISON PERSON" AND COLLECTIVELY THE "ADDISON PERSONS"), FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, HARM, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, JUDGMENTS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND SUITS, OF ANY KIND AND NATURE WHATSOEVER MADE UPON OR INCURRED BY ANY ADDISON PERSON, WHETHER DIRECTLY OR INDIRECTLY, (THE "CLAIMS"), THAT ARISE OUT OF, RESULT FROM, OR RELATE TO: (1) THE PROGRAM AS DESCRIBED IN SECTION II OF THIS AGREEMENT; (2) REPRESENTATIONS OR WARRANTIES BY THE ORGANIZATION UNDER THIS AGREEMENT; AND/OR (3) ANY OTHER ACT OR OMISSION UNDER OR IN PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION, OR ANY OWNER, OFFICER, DIRECTOR, MANAGER, EMPLOYEE, AGENT, REPRESENTATIVE, CONSULTANT, CONTRACTOR, SUBCONTRACTOR, LICENSEE, INVITEE, PATRON, GUEST, CUSTOMER, OR CONCESSIONAIRE OF OR FOR THE ORGANIZATION, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE ORGANIZATION IS LEGALLY RESPONSIBLE, AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, SUBCONTRACTOR, LICENSEES, INVITEES, PATRONS, GUESTS, CUSTOMERS, AND CONCESSIONAIRES. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

THE ORGANIZATION SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY ADDISON PERSON OR THE ORGANIZATION RELATED TO OR ARISING OUT OF THE ORGANIZATION'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE

EXHIBIT A

INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE ORGANIZATION'S SOLE COST AND EXPENSE. THE ADDISON PERSONS SHALL HAVE THE RIGHT, AT THE ADDISON PERSONS' OPTION AND AT OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING THE ORGANIZATION OF ANY OF ITS OBLIGATIONS HEREUNDER.

THE PROVISIONS OF THIS DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION, AND ANY OTHER DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN THIS AGREEMENT, SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

V. TERMINATION

This Agreement may be canceled and terminated by either party at any time and for any reason or no reason upon giving at least thirty (30) days written notice of such cancellation and termination to the other party hereto. Such notice shall be sent certified mail, return receipt requested, and to the most recent address shown on the records of the party terminating the Agreement. The thirty (30) day period shall commence upon deposit of the said notice in the United States mail and shall conclude at midnight of the 30th day thereafter. In the event of such cancellation and termination and if the Organization has failed at the time of such cancellation and termination to provide the Program set forth herein, the Organization shall immediately refund to the City that portion of Funding paid to the Organization under the terms of this Agreement (and identified in Section II, above) allocable to the Program that has not been completed at the time of cancellation and termination, as determined by the City.

Upon payment or tender of any refund amount, all of the obligations of the Organization and the City under this Agreement shall be discharged and terminated (except as otherwise provided herein, e.g., except for obligations and responsibilities as may survive termination or cancellation of this Agreement as provided for in this Agreement) and no action shall lie or accrue for additional benefit, consideration or value for or based upon the Program performed under or pursuant to this Agreement.

VI. CONFLICT OF INTEREST

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

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

VII. ACCOUNTING

Prior to adopting its annual budget, the Organization shall submit for the City's review a budget showing the use of the Funding provided pursuant to this Agreement, and the Organization shall make such quarterly financial reports to the City, as provided for herein, listing the expenditures made by the Organization from the Funding. The approval of the Organization's

EXHIBIT A

annual budget creates a fiduciary duty in the Organization with respect to the Funding provided by this Agreement.

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

The Organization shall maintain complete and accurate financial records of all of its revenues, including, without limitation, each expenditure of Funding received pursuant to this Agreement. On request of the City at any time, the Organization shall make all its records available for inspection and review by the City or its designated representative(s). Within ninety (90) days of the end of the Organization's fiscal year, the Organization shall provide the City with a financial statement signed by the Chairman of the Organization's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, at the Organization's expense, setting forth the Organization's income, expenses, assets and liabilities, and such obligation shall survive the termination or expiration of this Agreement. If this Agreement is terminated prior to its expiration, the Organization shall provide such reports as required by the City for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof; and the obligation to provide the reports for the last quarter of this Agreement shall survive the expiration of this Agreement.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in the application packet. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in writing a hard-copy, non-electronic format.

VIII. ADDITIONAL REQUIREMENTS OF THE ORGANIZATION

The Organization agrees to the following:

- (a) The City may conduct an on-site visit to the Organization during the Term;
- (b) Within thirty (30) days of the City's execution of this Agreement, the Organization shall provide to the City a current list of all Organization board members and a schedule of all board meetings. A representative from the City may choose to attend any scheduled board meetings. The City shall be immediately notified of any changes to the schedule; and
- (c) In any and all marketing material produced by the Organization, the City shall be prominently recognized as a supporter of the Organization through the use of the City designated logo provided.

VIII. INDEPENDENT CONTRACTOR

In completing the Program under this Agreement, the relationship between the City and the Organization is that of independent contractor, and the City and the Organization by the execution of this Agreement do not change the independent status of the Organization. The Organization is an independent contractor, and no term or provision of this Agreement or action by the Organization in the performance of this Agreement is intended nor shall be construed as making the Organization the agent, servant or employee of the City, or to create an employer-employee relationship, a joint

EXHIBIT A

venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which the Organization performs the Program which is described in this Agreement.

IX. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

The Organization may not and shall have no authority to assign, transfer, or otherwise convey by any means whatsoever this Agreement or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City, and any attempted assignment, transfer, or other conveyance of this Agreement without such approval shall be null and void and be cause for immediate termination of this Agreement by the City.

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

X. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Agreement shall be deemed to constitute that the City and the Organization are partners or joint venturers with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Agreement creates, a joint enterprise.

XI. NON-DISCRIMINATION

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

XII. LEGAL COMPLIANCE; AGREEMENT SUBJECT TO LAWS; RECITALS

The Organization shall observe and abide by, and this Agreement is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended. The Organization agrees that any and all records of the Organization which, including but not limited to describe, relate to, convey and/or illustrate the obligations, terms and conditions set forth in this Agreement shall be subject to the Texas Public Information Act, Texas Government Code Chapter 552, as amended. The above and foregoing recitals to this Agreement are true and correct and incorporated herein and made a part hereof.

XIII. VENUE; GOVERNING LAW

In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

EXHIBIT A

XIV. COUNTERPARTS

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

XV. NO WAIVER; RIGHTS CUMULATIVE

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

XVI. NOTICES

All notices, communications and reports, required or permitted under this Agreement shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and the Organization agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:

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

The Organization's address:

Mr. Benjamin Magill
Metrocrest Chamber of Commerce
5100 Belt Line Road, #430
Dallas, TX 75254

XVII. SEVERABILITY

The terms of this Agreement are severable, and if any section, paragraph, clause, or other portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Agreement initially.

XVIII. AUTHORITY TO EXECUTE AGREEMENT

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

EXHIBIT A

XIX. ENTIRE AGREEMENT

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

XX. SOVEREIGN IMMUNITY

The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

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

TOWN OF ADDISON, TEXAS

**METROCREST
CHAMBER OF COMMERCE**

By: _____
Wesley S. Pierson, City Manager

By: _____
Mr. Benjamin Magill, President

Date: _____

Date: _____

Work Session and Regular Meeting

Meeting Date: 09/29/2016

Department: City Manager

AGENDA CAPTION:

Consider And Approve A **Resolution Authorizing The City Manager To Enter Into A Grant Funding Agreement With Metrocrest Community Clinic** In An Amount Not To Exceed \$5,000.

BACKGROUND:

Town Staff has developed a grant funding process that allows non-profit organizations within the Town of Addison to submit a request of funds for their organization that directly enhances the Town. The Town Staff and Council appointed liaisons evaluate all applications individually. Town Staff reviews all applicable financials in a detailed financial assessment of the non-profit organizations, which includes, but is not limited to: equity assessment, cash flow assessment, operations assessment, and percentage of annual revenue in comparison to grant request. The purpose of the reviews and evaluations is to fully assess whether the non-profit organization is a viable entity and if the grant requests directly enhance the Town. To clearly reflect the impact of the grant to Addison and non-Addison residents, Quarterly Grant Reports are required by all non-profit organizations through the end of the Town's fiscal year. The Quarterly Grant Reports contain the non-profit organization's goals, objectives and performance measures as identified in the Grant Uses section of the agreement. Financial statements may or may not be required, but Town Staff can request them at any time.

The Metrocrest Community Clinic submitted an application to the Town requesting \$5,000. The Town has reviewed and evaluated the application and determined that the non-profit organization's request set forth in the application are for a public purpose that directly enhances the Town of Addison.

Listed below are the grant uses submitted in the non-profit organization's application:

- Purchase medical and pharmaceutical supplies
- Maintenance of existing equipment
- Expand new Wellness and Chronic Disease Management Programs
- Expand Women's Healthcare Services
- Deliver a customized community health and wellness event in the Town

RECOMMENDATION:

Administration recommends approval.

Resolution with Agreement

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE GRANT FUNDING AGREEMENT BETWEEN THE TOWN AND METROCREST COMMUNITY CLINIC; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT FUNDING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas ("City Council") has investigated and determined that it is in the best interest of the Town of Addison, Texas ("Town") to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the Town; and

WHEREAS, the City Council has adopted an application process ("Application") whereby these organizations may apply for public funds that will be used for public purposes within the Town, as determined by the Town; and

WHEREAS, Metrocrest Community Clinic submitted an Application to the Town for consideration; and

WHEREAS, the Town has reviewed the Application and investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the Town and Metrocrest Community Clinic desire to enter into this Agreement to set forth the terms and conditions regarding Metrocrest Community Clinic's use of the public funds.

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

Section 1. The Grant Funding Agreement between the Town and Metrocrest Community Clinic, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute said 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 29th day of September, 2016.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

STATE OF TEXAS §
 § AGREEMENT FOR GRANT FUNDING
COUNTY OF DALLAS §

This Agreement for Grant Funding (“Agreement”) is made and entered into as of the 1st day of October, 2016 by and between the Town of Addison, Texas (the “City”) and Metrocrest Community Clinic (the “Organization”).

WITNESSETH:

WHEREAS, the City Council has investigated and determined that it is in the best interest of the City to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the City; and

WHEREAS, the City Council has adopted an application process (“Application”) whereby these organizations may apply for public funds that will be used for public purposes within the City, as determined by the City; and

WHEREAS, the Organization submitted an Application to the City for consideration; and

WHEREAS, the City has reviewed the Application and investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the City and Organization desire to enter into this Agreement to set forth the terms and conditions regarding the Organization’s use of the public funds.

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

I. TERM

The term of this Agreement shall be for a period of one year from the 1st day of October, 2016, through the 30th day of September, 2017, except as otherwise provided for herein, and subject to the earlier termination of this Agreement (“Term”). The Program, hereinafter defined, must be completed during the Term of the Agreement to the satisfaction of the City.

II. GRANT USE

The Organization shall complete the following program(s) with the assistance of grant funding received by the City (collectively, the “Program”):

- (a) Funding will be used as part of the Organization’s general operating fund to:
 - 1) Purchase medical and pharmaceutical supplies;
 - 2) Maintenance of existing equipment;
 - 3) Expand new Wellness and Chronic Disease Management Programs;
 - 4) Expand Women’s Healthcare Services; and
 - 5) Deliver a customized community health and wellness event in the City.

EXHIBIT A

The Organization shall submit detailed quarterly program results to the City listing the expenditures made by the Organization with the Funding received pursuant to this Agreement by the following dates:

January 30, 2017

April 30, 2017

July 30, 2017

October 30, 2017

III. FUNDING

For the completion of the Program as described herein, the City shall pay to the Organization the sum of no more than Five Thousand and No/100 Dollars (\$5,000.00) ("Funding") as follows: fifty percent (50%) of the Funding shall be paid to the Organization within thirty (30) days of the City's execution of this Agreement, and the remaining fifty percent (50%) of the Funding shall be paid to the Organization on May 30, 2017. Payment is made contingent upon the Organization not then being in default of this Agreement. Funding shall not carry over into the following fiscal year. If the Organization fails to complete the Program identified herein to the satisfaction of the City within the Term, then the Organization shall return any and all unexpended Funding to the City immediately upon request, and the Organization may be ineligible for the receipt of Funding the following year.

IV. RESPONSIBILITY; INDEMNIFICATION

(a) THE ORGANIZATION AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF THE PROGRAM PERFORMED AND TO BE PERFORMED HEREUNDER BY THE ORGANIZATION OR BY ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(b) INDEMNITY OWED BY THE ORGANIZATION. THE ORGANIZATION COVENANTS AND AGREES TO FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS, INDIVIDUALLY OR COLLECTIVELY, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES (THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS EACH BEING AN "ADDISON PERSON" AND COLLECTIVELY THE "ADDISON PERSONS"), FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, HARM, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, JUDGMENTS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND SUITS, OF ANY KIND AND NATURE WHATSOEVER MADE UPON OR INCURRED BY ANY ADDISON PERSON, WHETHER DIRECTLY OR INDIRECTLY, (THE "CLAIMS"), THAT ARISE OUT OF, RESULT FROM, OR RELATE TO: (1) THE PROGRAM AS DESCRIBED IN SECTION II OF THIS AGREEMENT; (2) REPRESENTATIONS OR WARRANTIES BY THE ORGANIZATION UNDER THIS AGREEMENT; AND/OR (3) ANY OTHER ACT OR OMISSION UNDER OR IN PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION, OR ANY OWNER, OFFICER, DIRECTOR, MANAGER, EMPLOYEE, AGENT,

EXHIBIT A

REPRESENTATIVE, CONSULTANT, CONTRACTOR, SUBCONTRACTOR, LICENSEE, INVITEE, PATRON, GUEST, CUSTOMER, OR CONCESSIONAIRE OF OR FOR THE ORGANIZATION, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE ORGANIZATION IS LEGALLY RESPONSIBLE, AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, SUBCONTRACTOR, LICENSEES, INVITEES, PATRONS, GUESTS, CUSTOMERS, AND CONCESSIONAIRES. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

THE ORGANIZATION SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY ADDISON PERSON OR THE ORGANIZATION RELATED TO OR ARISING OUT OF THE ORGANIZATION'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE ORGANIZATION'S SOLE COST AND EXPENSE. THE ADDISON PERSONS SHALL HAVE THE RIGHT, AT THE ADDISON PERSONS' OPTION AND AT OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING THE ORGANIZATION OF ANY OF ITS OBLIGATIONS HEREUNDER.

THE PROVISIONS OF THIS DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION, AND ANY OTHER DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN THIS AGREEMENT, SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

V. TERMINATION

This Agreement may be canceled and terminated by either party at any time and for any reason or no reason upon giving at least thirty (30) days written notice of such cancellation and termination to the other party hereto. Such notice shall be sent certified mail, return receipt requested, and to the most recent address shown on the records of the party terminating the Agreement. The thirty (30) day period shall commence upon deposit of the said notice in the United States mail and shall conclude at midnight of the 30th day thereafter. In the event of such cancellation and termination and if the Organization has failed at the time of such cancellation and termination to provide the Program set forth herein, the Organization shall immediately refund to the City that portion of Funding paid to the Organization under the terms of this Agreement (and identified in Section II, above) allocable to the Program that has not been completed at the time of cancellation and termination, as determined by the City.

Upon payment or tender of any refund amount, all of the obligations of the Organization and the City under this Agreement shall be discharged and terminated (except as otherwise provided herein, e.g., except for obligations and responsibilities as may survive termination or cancellation of this Agreement as provided for in this Agreement) and no action shall lie or accrue for additional benefit, consideration or value for or based upon the Program performed under or pursuant to this Agreement.

VI. CONFLICT OF INTEREST

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

EXHIBIT A

the conduct of the City's business. No officer, employee, representative, or volunteer of the Organization shall have any financial interest, direct or indirect, in this Agreement or the proceeds hereof.

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

VII. ACCOUNTING

Prior to adopting its annual budget, the Organization shall submit for the City's review a budget showing the use of the Funding provided pursuant to this Agreement, and the Organization shall make such quarterly financial reports to the City, as provided for herein, listing the expenditures made by the Organization from the Funding. The approval of the Organization's annual budget creates a fiduciary duty in the Organization with respect to the Funding provided by this Agreement.

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

The Organization shall maintain complete and accurate financial records of all of its revenues, including, without limitation, each expenditure of Funding received pursuant to this Agreement. On request of the City at any time, the Organization shall make all its records available for inspection and review by the City or its designated representative(s). Within ninety (90) days of the end of the Organization's fiscal year, the Organization shall provide the City with a financial statement signed by the Chairman of the Organization's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, at the Organization's expense, setting forth the Organization's income, expenses, assets and liabilities, and such obligation shall survive the termination or expiration of this Agreement. If this Agreement is terminated prior to its expiration, the Organization shall provide such reports as required by the City for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof; and the obligation to provide the reports for the last quarter of this Agreement shall survive the expiration of this Agreement.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in the application packet. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in writing a hard-copy, non-electronic format.

VIII. ADDITIONAL REQUIREMENTS OF THE ORGANIZATION

The Organization agrees to the following:

(a) The City may conduct an on-site visit to the Organization during the Term;

EXHIBIT A

(b) Within thirty (30) days of the City's execution of this Agreement, the Organization shall provide to the City a current list of all Organization board members and a schedule of all board meetings. A representative from the City may choose to attend any scheduled board meetings. The City shall be immediately notified of any changes to the schedule; and

(c) In any and all marketing material produced by the Organization, the City shall be prominently recognized as a supporter of the Organization through the use of the City designated logo provided.

VIII. INDEPENDENT CONTRACTOR

In completing the Program under this Agreement, the relationship between the City and the Organization is that of independent contractor, and the City and the Organization by the execution of this Agreement do not change the independent status of the Organization. The Organization is an independent contractor, and no term or provision of this Agreement or action by the Organization in the performance of this Agreement is intended nor shall be construed as making the Organization the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which the Organization performs the Program which is described in this Agreement.

IX. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

The Organization may not and shall have no authority to assign, transfer, or otherwise convey by any means whatsoever this Agreement or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City, and any attempted assignment, transfer, or other conveyance of this Agreement without such approval shall be null and void and be cause for immediate termination of this Agreement by the City.

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

X. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Agreement shall be deemed to constitute that the City and the Organization are partners or joint venturers with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Agreement creates, a joint enterprise.

XI. NON-DISCRIMINATION

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

XII. LEGAL COMPLIANCE; AGREEMENT SUBJECT TO LAWS; RECITALS

The Organization shall observe and abide by, and this Agreement is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended. The Organization agrees that any and all records of the Organization which,

EXHIBIT A

including but not limited to describe, relate to, convey and/or illustrate the obligations, terms and conditions set forth in this Agreement shall be subject to the Texas Public Information Act, Texas Government Code Chapter 552, as amended. The above and foregoing recitals to this Agreement are true and correct and incorporated herein and made a part hereof.

XIII. VENUE; GOVERNING LAW

In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

XIV. COUNTERPARTS

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

XV. NO WAIVER; RIGHTS CUMULATIVE

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

XVI. NOTICES

All notices, communications and reports, required or permitted under this Agreement shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and the Organization agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:

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

The Organization's address:

Ms. Lisa Rigby
Metrocrest Community Clinic
1 Medical Parkway, Plaza 1, Suite 149
Farmers Branch, Texas 75234

XVII. SEVERABILITY

The terms of this Agreement are severable, and if any section, paragraph, clause, or other portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any

EXHIBIT A

reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Agreement initially.

XVIII. AUTHORITY TO EXECUTE AGREEMENT

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

XIX. ENTIRE AGREEMENT

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

XX. SOVEREIGN IMMUNITY

The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

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

TOWN OF ADDISON, TEXAS

METROCREST COMMUNITY CLINIC

By: _____
Wesley S. Pierson, City Manager

By: _____
Ms. Lisa Rigby, Executive Director

Date: _____

Date: _____

Work Session and Regular Meeting**Meeting Date:** 09/29/2016**Department:** City Manager**AGENDA CAPTION:**

Consider And Approve A **Resolution Authorizing The City Manager To Enter Into A Grant Funding Agreement With Metrocrest Social Services** In An Amount Not To Exceed \$61,000.

BACKGROUND:

Town Staff has developed a grant funding process that allows non-profit organizations within the Town of Addison to submit a request of funds for their organization that directly enhances the Town. The Town Staff and Council appointed liaisons evaluate all applications individually. Town Staff reviews all applicable financials in a detailed financial assessment of the non-profit organizations, which includes, but is not limited to: equity assessment, cash flow assessment, operations assessment, and percentage of annual revenue in comparison to grant request. The purpose of the reviews and evaluations is to fully assess whether the non-profit organization is a viable entity and if the grant requests directly enhance the Town. To clearly reflect the impact of the grant to Addison and non-Addison residents, Quarterly Grant Reports are required by all non-profit organizations through the end of the Town's fiscal year. The Quarterly Grant Reports contain the non-profit organization's goals, objectives and performance measures as identified in the Grant Uses section of the agreement. Financial statements may or may not be required, but Town Staff can request them at any time.

Metrocrest Social Services submitted an application to the Town requesting \$61,000. The Town has reviewed and evaluated the application and determined that the non-profit organization's request set forth in the application are for a public purpose that directly enhances the Town of Addison.

Listed below are the grant uses submitted in the non-profit organization's application:

- Provide direct material assistant and short term emergency assistance to residents and citizens of the Town
- Provide information and referral on health and social services issues to residents and citizens of the Town
- Provide indirect assistant to residents and citizens of the Town on community education, volunteer opportunities, and other areas

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution with Agreement

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE GRANT FUNDING AGREEMENT BETWEEN THE TOWN AND METROCREST SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT FUNDING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas ("City Council") has investigated and determined that it is in the best interest of the Town of Addison, Texas ("Town") to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the Town; and

WHEREAS, the City Council has adopted an application process ("Application") whereby these organizations may apply for public funds that will be used for public purposes within the Town, as determined by the Town; and

WHEREAS, Metrocrest Services submitted an Application to the Town for consideration; and

WHEREAS, the Town has reviewed the Application and investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the Town and Metrocrest Services desire to enter into this Agreement to set forth the terms and conditions regarding Metrocrest Services's use of the public funds.

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

Section 1. The Grant Funding Agreement between the Town and Metrocrest Services, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute said 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 29th day of September, 2016.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

STATE OF TEXAS §
 § AGREEMENT FOR GRANT FUNDING
COUNTY OF DALLAS §

This Agreement for Grant Funding (“Agreement”) is made and entered into as of the 1st day of October, 2016 by and between the Town of Addison, Texas (the “City”) and Metrocrest Services (the “Organization”).

WITNESSETH:

WHEREAS, the City Council has investigated and determined that it is in the best interest of the City to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the City; and

WHEREAS, the City Council has adopted an application process (“Application”) whereby these organizations may apply for public funds that will be used for public purposes within the City, as determined by the City; and

WHEREAS, the Organization submitted an Application to the City for consideration; and

WHEREAS, the City has reviewed the Application and investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the City and Organization desire to enter into this Agreement to set forth the terms and conditions regarding the Organization’s use of the public funds.

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

I. TERM

The term of this Agreement shall be for a period of one year from the 1st day of October, 2016, through the 30th day of September, 2017, except as otherwise provided for herein, and subject to the earlier termination of this Agreement (“Term”). The Program, hereinafter defined, must be completed during the Term of the Agreement to the satisfaction of the City.

II. GRANT USE

The Organization shall complete the following program(s) with the assistance of grant funding received by the City (collectively, the “Program”):

(a) Provide direct material assistance and short term emergency assistance to residents and citizens of the City of which includes:

- 1) Rent;
- 2) Utilities;
- 3) Food;
- 4) Clothing;
- 5) Prescription Drugs;

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- 6) Transportation Services;
- 7) Home Improvement Projects for Seniors; and
- 8) Other related services.

(b) Provide information and referral on health and social service issues to residents and citizens of the City of which includes:

- 1) Employment Assistance;
- 2) Health and Social Services Referrals;
- 3) Support Group Information; and
- 4) Other related referrals.

(c) Provide indirect assistance to residents and citizens for the City of which includes:

- (1) Collaboration with others in the community for awareness of need and maximum utilization of resources;
- (2) Community education about issues, needs, and resources;
- (3) Inquiry into the causes of identified problems;
- (4) Participation in the development of plans and strategies to address the causes; and
- (5) Provisions of volunteer opportunities for community-wide involvement in the programs of the Organization.

The Organization shall submit detailed quarterly program results to the City listing the expenditures made by the Organization with the Funding received pursuant to this Agreement by the following dates:

January 30, 2017
April 30, 2017
July 30, 2017
October 30, 2017

III. FUNDING

For the completion of the Program as described herein, the City shall pay to the Organization the sum of no more than Sixty-One Thousand and No/100 Dollars (\$61,000.00) ("Funding") as follows: fifty percent (50%) of the Funding shall be paid to the Organization within thirty (30) days of the City's execution of this Agreement, and the remaining fifty percent (50%) of the Funding shall be paid to the Organization on May 30, 2017. Payment is made contingent upon the Organization not then being in default of this Agreement. Funding shall not carry over into the following fiscal year. If the Organization fails to complete the Program identified herein to the satisfaction of the City within the Term, then the Organization shall return any and all unexpended Funding to the City immediately upon request, and the Organization may be ineligible for the receipt of Funding the following year.

IV. RESPONSIBILITY; INDEMNIFICATION

(a) THE ORGANIZATION AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF THE PROGRAM PERFORMED AND TO BE PERFORMED HEREUNDER BY THE ORGANIZATION OR BY ITS OFFICIALS,

EXHIBIT A

OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(b) **INDEMNITY OWED BY THE ORGANIZATION.** THE ORGANIZATION COVENANTS AND AGREES TO FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS, INDIVIDUALLY OR COLLECTIVELY, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES (THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS EACH BEING AN **"ADDISON PERSON"** AND COLLECTIVELY THE **"ADDISON PERSONS"**), FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, HARM, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, JUDGMENTS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND SUITS, OF ANY KIND AND NATURE WHATSOEVER MADE UPON OR INCURRED BY ANY ADDISON PERSON, WHETHER DIRECTLY OR INDIRECTLY, (THE **"CLAIMS"**), THAT ARISE OUT OF, RESULT FROM, OR RELATE TO: (1) THE PROGRAM AS DESCRIBED IN SECTION II OF THIS AGREEMENT; (2) REPRESENTATIONS OR WARRANTIES BY THE ORGANIZATION UNDER THIS AGREEMENT; AND/OR (3) ANY OTHER ACT OR OMISSION UNDER OR IN PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION, OR ANY OWNER, OFFICER, DIRECTOR, MANAGER, EMPLOYEE, AGENT, REPRESENTATIVE, CONSULTANT, CONTRACTOR, SUBCONTRACTOR, LICENSEE, INVITEE, PATRON, GUEST, CUSTOMER, OR CONCESSIONAIRE OF OR FOR THE ORGANIZATION, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE ORGANIZATION IS LEGALLY RESPONSIBLE, AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, SUBCONTRACTOR, LICENSEES, INVITEES, PATRONS, GUESTS, CUSTOMERS, AND CONCESSIONAIRES. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

THE ORGANIZATION SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY ADDISON PERSON OR THE ORGANIZATION RELATED TO OR ARISING OUT OF THE ORGANIZATION'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE ORGANIZATION'S SOLE COST AND EXPENSE. THE ADDISON PERSONS SHALL HAVE THE RIGHT, AT THE ADDISON PERSONS' OPTION AND AT OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING THE ORGANIZATION OF ANY OF ITS OBLIGATIONS HEREUNDER.

THE PROVISIONS OF THIS DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION, AND ANY OTHER DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN THIS AGREEMENT, SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

V. TERMINATION

This Agreement may be canceled and terminated by either party at any time and for any reason or no reason upon giving at least thirty (30) days written notice of such cancellation and

EXHIBIT A

termination to the other party hereto. Such notice shall be sent certified mail, return receipt requested, and to the most recent address shown on the records of the party terminating the Agreement. The thirty (30) day period shall commence upon deposit of the said notice in the United States mail and shall conclude at midnight of the 30th day thereafter. In the event of such cancellation and termination and if the Organization has failed at the time of such cancellation and termination to provide the Program set forth herein, the Organization shall immediately refund to the City that portion of Funding paid to the Organization under the terms of this Agreement (and identified in Section II, above) allocable to the Program that has not been completed at the time of cancellation and termination, as determined by the City.

Upon payment or tender of any refund amount, all of the obligations of the Organization and the City under this Agreement shall be discharged and terminated (except as otherwise provided herein, e.g., except for obligations and responsibilities as may survive termination or cancellation of this Agreement as provided for in this Agreement) and no action shall lie or accrue for additional benefit, consideration or value for or based upon the Program performed under or pursuant to this Agreement.

VI. CONFLICT OF INTEREST

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

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

VII. ACCOUNTING

Prior to adopting its annual budget, the Organization shall submit for the City's review a budget showing the use of the Funding provided pursuant to this Agreement, and the Organization shall make such quarterly financial reports to the City, as provided for herein, listing the expenditures made by the Organization from the Funding. The approval of the Organization's annual budget creates a fiduciary duty in the Organization with respect to the Funding provided by this Agreement.

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

The Organization shall maintain complete and accurate financial records of all of its revenues, including, without limitation, each expenditure of Funding received pursuant to this Agreement. On request of the City at any time, the Organization shall make all its records available for inspection and review by the City or its designated representative(s). Within ninety (90) days of the end of the Organization's fiscal year, the Organization shall provide the City with a financial statement signed by the Chairman of the Organization's Board of Directors (or other person

EXHIBIT A

acceptable to the City) and audited by an independent Certified Public Accountant, at the Organization's expense, setting forth the Organization's income, expenses, assets and liabilities, and such obligation shall survive the termination or expiration of this Agreement. If this Agreement is terminated prior to its expiration, the Organization shall provide such reports as required by the City for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof; and the obligation to provide the reports for the last quarter of this Agreement shall survive the expiration of this Agreement.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in the application packet. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in writing a hard-copy, non-electronic format.

VIII. ADDITIONAL REQUIREMENTS OF THE ORGANIZATION

The Organization agrees to the following:

(a) The City may conduct an on-site visit to the Organization during the Term;

(b) Within thirty (30) days of the City's execution of this Agreement, the Organization shall provide to the City a current list of all Organization board members and a schedule of all board meetings. A representative from the City may choose to attend any scheduled board meetings. The City shall be immediately notified of any changes to the schedule; and

(c) In any and all marketing material produced by the Organization, the City shall be prominently recognized as a supporter of the Organization through the use of the City designated logo provided.

VIII. INDEPENDENT CONTRACTOR

In completing the Program under this Agreement, the relationship between the City and the Organization is that of independent contractor, and the City and the Organization by the execution of this Agreement do not change the independent status of the Organization. The Organization is an independent contractor, and no term or provision of this Agreement or action by the Organization in the performance of this Agreement is intended nor shall be construed as making the Organization the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which the Organization performs the Program which is described in this Agreement.

IX. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

The Organization may not and shall have no authority to assign, transfer, or otherwise convey by any means whatsoever this Agreement or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City, and any attempted assignment, transfer, or other conveyance of this Agreement without such approval shall be null and void and be cause for immediate termination of this Agreement by the City.

EXHIBIT A

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

X. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Agreement shall be deemed to constitute that the City and the Organization are partners or joint venturers with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Agreement creates, a joint enterprise.

XI. NON-DISCRIMINATION

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

XII. LEGAL COMPLIANCE; AGREEMENT SUBJECT TO LAWS; RECITALS

The Organization shall observe and abide by, and this Agreement is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended. The Organization agrees that any and all records of the Organization which, including but not limited to describe, relate to, convey and/or illustrate the obligations, terms and conditions set forth in this Agreement shall be subject to the Texas Public Information Act, Texas Government Code Chapter 552, as amended. The above and foregoing recitals to this Agreement are true and correct and incorporated herein and made a part hereof.

XIII. VENUE; GOVERNING LAW

In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

XIV. COUNTERPARTS

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

XV. NO WAIVER; RIGHTS CUMULATIVE

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

EXHIBIT A

XVI. NOTICES

All notices, communications and reports, required or permitted under this Agreement shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and the Organization agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:

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

The Organization's address:

Ms. Tracy Eubanks
Metrocrest Services
13801 Hutton Drive, Suite 150
Farmers Branch, Texas 75234

XVII. SEVERABILITY

The terms of this Agreement are severable, and if any section, paragraph, clause, or other portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Agreement initially.

XVIII. AUTHORITY TO EXECUTE AGREEMENT

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

XIX. ENTIRE AGREEMENT

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

XX. SOVEREIGN IMMUNITY

The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

EXHIBIT A

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

TOWN OF ADDISON, TEXAS

METROCREST SERVICES

By: _____
Wesley S. Pierson, City Manager

By: _____
Ms. Tracy Eubanks, CEO

Date: _____

Date: _____

Work Session and Regular Meeting

Meeting Date: 09/29/2016

Department: City Manager

AGENDA CAPTION:

Consider And Approve A **Resolution Authorizing The City Manager To Enter Into A Grant Funding Agreement With The Family Place** In An Amount Not To Exceed \$12,000.

BACKGROUND:

Town Staff has developed a grant funding process that allows non-profit organizations within the Town of Addison to submit a request of funds for their organization that directly enhances the Town. The Town Staff and Council appointed liaisons evaluate all applications individually. Town Staff reviews all applicable financials in a detailed financial assessment of the non-profit organizations, which includes, but is not limited to: equity assessment, cash flow assessment, operations assessment, and percentage of annual revenue in comparison to grant request. The purpose of the reviews and evaluations is to fully assess whether the non-profit organization is a viable entity and if the grant requests directly enhance the Town. To clearly reflect the impact of the grant to Addison and non-Addison residents, Quarterly Grant Reports are required by all non-profit organizations through the end of the Town's fiscal year. The Quarterly Grant Reports contain the non-profit organization's goals, objectives and performance measures as identified in the Grant Uses section of the agreement. Financial statements may or may not be required, but Town Staff can request them at any time.

The Family Place submitted an application to the Town requesting \$12,000. The Town has reviewed and evaluated the application and determined that the non-profit organization's request set forth in the application are for a public purpose that directly enhances the Town of Addison.

Listed below are the grant uses submitted in the non-profit organization's application:

- Provide life-changing and lifesaving programs to victims of family violence living and working in the Metrocrest

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution with Agreement

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE GRANT FUNDING AGREEMENT BETWEEN THE TOWN AND THE FAMILY PLACE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT FUNDING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas (“City Council”) has investigated and determined that it is in the best interest of the Town of Addison, Texas (“Town”) to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the Town; and

WHEREAS, the City Council has adopted an application process (“Application”) whereby these organizations may apply for public funds that will be used for public purposes within the Town, as determined by the Town; and

WHEREAS, The Family Place submitted an Application to the Town for consideration; and

WHEREAS, the Town has reviewed the Application and investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the Town and The Family Place desire to enter into this Agreement to set forth the terms and conditions regarding The Family Place’s use of the public funds.

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

Section 1. The Grant Funding Agreement between the Town and The Family Place, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute said 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 29th day of September, 2016.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

STATE OF TEXAS §
 § AGREEMENT FOR GRANT FUNDING
COUNTY OF DALLAS §

This Agreement for Grant Funding ("Agreement") is made and entered into as of the 1st day of October, 2016 by and between the Town of Addison, Texas (the "City") and The Family Place (the "Organization").

WITNESSETH:

WHEREAS, the City Council has investigated and determined that it is in the best interest of the City to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the City; and

WHEREAS, the City Council has adopted an application process ("Application") whereby these organizations may apply for public funds that will be used for public purposes within the City, as determined by the City; and

WHEREAS, the Organization submitted an Application to the City for consideration; and

WHEREAS, the City has reviewed the Application and investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the City and Organization desire to enter into this Agreement to set forth the terms and conditions regarding the Organization's use of the public funds.

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

I. TERM

The term of this Agreement shall be for a period of one year from the 1st day of October, 2016, through the 30th day of September, 2017, except as otherwise provided for herein, and subject to the earlier termination of this Agreement ("Term"). The Program, hereinafter defined, must be completed during the Term of the Agreement to the satisfaction of the City.

II. GRANT USE

The Organization shall complete the following program(s) with the assistance of grant funding received by the City (collectively, the "Program");

(a) Conduct counseling, outreach, referrals, public education, and protection services to victims of domestic violence through a variety of program services in the Addison, Carrollton, and Farmers Branch area;

(b) Assist with the payment of general operation expenses related to employee salaries, rent, and supplies;

EXHIBIT A

(c) Coordinate with other area social outreach agencies such as Metrocrest Social Services to provide the functions described in paragraph (a) above. Such coordination shall include volunteer training for those volunteers (who desire and agree to be so trained) conducting referral functions for the Metrocrest Social Services and any other groups employing volunteers for referral functions;

(d) Distribute to various media, brochures and public service announcements (“PSA”) to inform residents in the area of the services offered by the Organization. Such an informational campaign shall include the following:

- radio public service announcements submitted to air in English and Spanish
- local and regional newspaper PSAs describing the Organization services
- distribution of informational pamphlets to various community, civic, and social service organizations within the Metrocrest
- speaking engagements at various community, civic, and social service organizations to also include, when arranged by the City, an annual presentation to the Addison apartment managers forum as an avenue to disseminate public information within the apartment communities; and

(e) Seek the assistance of volunteers in conducting all annual fundraising events to raise awareness of the Organization and its services. Such special events shall be rotated through Addison, Carrollton, and Farmers Branch to serve as host sites.

The Organization shall submit detailed quarterly program results to the City listing the expenditures made by the Organization with the Funding received pursuant to this Agreement by the following dates:

January 30, 2017
April 30, 2017
July 30, 2017
October 30, 2017

III. FUNDING

For the completion of the Program as described herein, the City shall pay to the Organization the sum of no more than Twelve Thousand and No/100 Dollars (\$12,000.00) (“Funding”) as follows: fifty percent (50%) of the Funding shall be paid to the Organization within thirty (30) days of the City’s execution of this Agreement, and the remaining fifty percent (50%) of the Funding shall be paid to the Organization on May 30, 2017. Payment is made contingent upon the Organization not then being in default of this Agreement. Funding shall not carry over into the following fiscal year. If the Organization fails to complete the Program identified herein to the satisfaction of the City within the Term, then the Organization shall return any and all unexpended Funding to the City immediately upon request, and the Organization may be ineligible for the receipt of Funding the following year.

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IV. RESPONSIBILITY; INDEMNIFICATION

(a) THE ORGANIZATION AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF THE PROGRAM PERFORMED AND TO BE PERFORMED HEREUNDER BY THE ORGANIZATION OR BY ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(b) INDEMNITY OWED BY THE ORGANIZATION. THE ORGANIZATION COVENANTS AND AGREES TO FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS, INDIVIDUALLY OR COLLECTIVELY, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES (THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS EACH BEING AN “ADDISON PERSON” AND COLLECTIVELY THE “ADDISON PERSONS”), FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, HARM, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, JUDGMENTS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND SUITS, OF ANY KIND AND NATURE WHATSOEVER MADE UPON OR INCURRED BY ANY ADDISON PERSON, WHETHER DIRECTLY OR INDIRECTLY, (THE “CLAIMS”), THAT ARISE OUT OF, RESULT FROM, OR RELATE TO: (1) THE PROGRAM AS DESCRIBED IN SECTION II OF THIS AGREEMENT; (2) REPRESENTATIONS OR WARRANTIES BY THE ORGANIZATION UNDER THIS AGREEMENT; AND/OR (3) ANY OTHER ACT OR OMISSION UNDER OR IN PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION, OR ANY OWNER, OFFICER, DIRECTOR, MANAGER, EMPLOYEE, AGENT, REPRESENTATIVE, CONSULTANT, CONTRACTOR, SUBCONTRACTOR, LICENSEE, INVITEE, PATRON, GUEST, CUSTOMER, OR CONCESSIONAIRE OF OR FOR THE ORGANIZATION, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE ORGANIZATION IS LEGALLY RESPONSIBLE, AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, SUBCONTRACTOR, LICENSEES, INVITEES, PATRONS, GUESTS, CUSTOMERS, AND CONCESSIONAIRES. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

THE ORGANIZATION SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY ADDISON PERSON OR THE ORGANIZATION RELATED TO OR ARISING OUT OF THE ORGANIZATION’S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE ORGANIZATION’S SOLE COST AND EXPENSE. THE ADDISON PERSONS SHALL HAVE THE RIGHT, AT THE ADDISON PERSONS’ OPTION AND AT OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING THE ORGANIZATION OF ANY OF ITS OBLIGATIONS HEREUNDER.

EXHIBIT A

THE PROVISIONS OF THIS DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION, AND ANY OTHER DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN THIS AGREEMENT, SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

V. TERMINATION

This Agreement may be canceled and terminated by either party at any time and for any reason or no reason upon giving at least thirty (30) days written notice of such cancellation and termination to the other party hereto. Such notice shall be sent certified mail, return receipt requested, and to the most recent address shown on the records of the party terminating the Agreement. The thirty (30) day period shall commence upon deposit of the said notice in the United States mail and shall conclude at midnight of the 30th day thereafter. In the event of such cancellation and termination and if the Organization has failed at the time of such cancellation and termination to provide the Program set forth herein, the Organization shall immediately refund to the City that portion of Funding paid to the Organization under the terms of this Agreement (and identified in Section II, above) allocable to the Program that has not been completed at the time of cancellation and termination, as determined by the City.

Upon payment or tender of any refund amount, all of the obligations of the Organization and the City under this Agreement shall be discharged and terminated (except as otherwise provided herein, e.g., except for obligations and responsibilities as may survive termination or cancellation of this Agreement as provided for in this Agreement) and no action shall lie or accrue for additional benefit, consideration or value for or based upon the Program performed under or pursuant to this Agreement.

VI. CONFLICT OF INTEREST

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

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

VII. ACCOUNTING

Prior to adopting its annual budget, the Organization shall submit for the City's review a budget showing the use of the Funding provided pursuant to this Agreement, and the Organization shall make such quarterly financial reports to the City, as provided for herein, listing the expenditures made by the Organization from the Funding. The approval of the Organization's annual budget creates a fiduciary duty in the Organization with respect to the Funding provided by this Agreement.

EXHIBIT A

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

The Organization shall maintain complete and accurate financial records of all of its revenues, including, without limitation, each expenditure of Funding received pursuant to this Agreement. On request of the City at any time, the Organization shall make all its records available for inspection and review by the City or its designated representative(s). Within ninety (90) days of the end of the Organization's fiscal year, the Organization shall provide the City with a financial statement signed by the Chairman of the Organization's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, at the Organization's expense, setting forth the Organization's income, expenses, assets and liabilities, and such obligation shall survive the termination or expiration of this Agreement. If this Agreement is terminated prior to its expiration, the Organization shall provide such reports as required by the City for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof; and the obligation to provide the reports for the last quarter of this Agreement shall survive the expiration of this Agreement.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in the application packet. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in writing a hard-copy, non-electronic format.

VIII. ADDITIONAL REQUIREMENTS OF THE ORGANIZATION

The Organization agrees to the following:

- (a) The City may conduct an on-site visit to the Organization during the Term;
- (b) Within thirty (30) days of the City's execution of this Agreement, the Organization shall provide to the City a current list of all Organization board members and a schedule of all board meetings. A representative from the City may choose to attend any scheduled board meetings. The City shall be immediately notified of any changes to the schedule; and
- (c) In any and all marketing material produced by the Organization, the City shall be prominently recognized as a supporter of the Organization through the use of the City designated logo provided.

VIII. INDEPENDENT CONTRACTOR

In completing the Program under this Agreement, the relationship between the City and the Organization is that of independent contractor, and the City and the Organization by the execution of this Agreement do not change the independent status of the Organization. The Organization is an independent contractor, and no term or provision of this Agreement or action by the Organization in the performance of this Agreement is intended nor shall be construed as making the Organization the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which the Organization performs the Program which is described in this Agreement.

EXHIBIT A

IX. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

The Organization may not and shall have no authority to assign, transfer, or otherwise convey by any means whatsoever this Agreement or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City, and any attempted assignment, transfer, or other conveyance of this Agreement without such approval shall be null and void and be cause for immediate termination of this Agreement by the City.

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

X. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Agreement shall be deemed to constitute that the City and the Organization are partners or joint venturers with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Agreement creates, a joint enterprise.

XI. NON-DISCRIMINATION

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

XII. LEGAL COMPLIANCE; AGREEMENT SUBJECT TO LAWS; RECITALS

The Organization shall observe and abide by, and this Agreement is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended. The Organization agrees that any and all records of the Organization which, including but not limited to describe, relate to, convey and/or illustrate the obligations, terms and conditions set forth in this Agreement shall be subject to the Texas Public Information Act, Texas Government Code Chapter 552, as amended. The above and foregoing recitals to this Agreement are true and correct and incorporated herein and made a part hereof.

XIII. VENUE; GOVERNING LAW

In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

XIV. COUNTERPARTS

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

EXHIBIT A

XV. NO WAIVER; RIGHTS CUMULATIVE

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

XVI. NOTICES

All notices, communications and reports, required or permitted under this Agreement shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and the Organization agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:

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

The Organization's address:

Ms. Paige Flink
The Family Place
PO Box 799
Dallas, Texas 75209

XVII. SEVERABILITY

The terms of this Agreement are severable, and if any section, paragraph, clause, or other portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Agreement initially.

XVIII. AUTHORITY TO EXECUTE AGREEMENT

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

XIX. ENTIRE AGREEMENT

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

EXHIBIT A

XX. SOVEREIGN IMMUNITY

The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

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

TOWN OF ADDISON, TEXAS

THE FAMILY PLACE

By: _____
Wesley S. Pierson, City Manager

By: _____
Ms. Paige Flink, Executive Director

Date: _____

Date: _____

Work Session and Regular Meeting

Meeting Date: 09/29/2016

Department: City Manager

AGENDA CAPTION:

Consider A **Resolution Authorizing The City Manager To Enter Into A Grant Funding Agreement With The Cavanaugh Flight Museum** In An Amount Not To Exceed \$50,000.

BACKGROUND:

Town Staff has developed a grant funding process that allows non-profit organizations within the Town of Addison to submit a request of funds for their organization that directly enhances the Town. The Town Staff and Council appointed liaisons evaluate all applications individually. Town Staff reviews all applicable financials in a detailed financial assessment of the non-profit organizations, which includes, but is not limited to: equity assessment, cash flow assessment, operations assessment, and percentage of annual revenue in comparison to grant request. The purpose of the reviews and evaluations is to fully assess whether the non-profit organization is a viable entity and if the grant requests directly enhance the Town. To clearly reflect the impact of the grant to Addison and non-Addison residents, Quarterly Grant Reports are required by all non-profit organizations through the end of the Town's fiscal year. The Quarterly Grant Reports contain the non-profit organization's goals, objectives and performance measures as identified in the Grant Uses section of the agreement. Financial statements may or may not be required, but Town Staff can request them at any time.

The Cavanaugh Flight Museum submitted an application to the Town requesting \$50,000. The Town has reviewed and evaluated the application and determined that the non-profit organization's request set forth in the application are for a public purpose that directly enhances the Town of Addison.

Listed below are the grant uses submitted in the non-profit organization's application:

- Marketing funds for advertising museum events, executing flyovers, and the operational funds needed to fly multiple aircraft.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution with Agreement

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE GRANT FUNDING AGREEMENT BETWEEN THE TOWN AND CAVANAUGH FLIGHT MUSEUM; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT FUNDING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas ("City Council") has investigated and determined that it is in the best interest of the Town of Addison, Texas ("Town") to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the Town; and

WHEREAS, the City Council has adopted an application process ("Application") whereby these organizations may apply for public funds that will be used for public purposes within the Town, as determined by the Town; and

WHEREAS, Cavanaugh Flight Museum submitted an Application to the Town for consideration; and

WHEREAS, the Town has reviewed the Application and investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the Town and Cavanaugh Flight Museum desire to enter into this Agreement to set forth the terms and conditions regarding Cavanaugh Flight Museum's use of the public funds.

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

Section 1. The Grant Funding Agreement between the Town and Cavanaugh Flight Museum, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute said 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 29th day of September, 2016.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

STATE OF TEXAS §
 § AGREEMENT FOR GRANT FUNDING
COUNTY OF DALLAS §

This Agreement for Grant Funding (“Agreement”) is made and entered into as of the 1st day of October, 2016 (“Effective Date”) by and between the Town of Addison, Texas (the “City”) and Cavanaugh Flight Museum (the “Organization”).

WITNESSETH:

WHEREAS, the City Council has investigated and determined that it is in the best interest of the City to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the City; and

WHEREAS, the City Council has adopted an application process (“Application”) whereby these organizations may apply for public funds that will be used for public purposes within the City, as determined by the City; and

WHEREAS, the Organization submitted an Application to the City for consideration; and

WHEREAS, the City has reviewed the Application and investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the City and Organization desire to enter into this Agreement to set forth the terms and conditions regarding the Organization’s use of the public funds.

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

I. TERM

The term of this Agreement shall be for a period of one year from the 1st day of October, 2016, through the 30th day of September, 2017, except as otherwise provided for herein, and subject to the earlier termination of this Agreement (“Term”). The Program, hereinafter defined, must be completed during the Term of the Agreement to the satisfaction of the City.

II. GRANT USE

The Organization shall complete the following program(s) with the assistance of grant funding received by the City (collectively, the “Program”):

- (a) Advertising museum events;
- (b) Executing flyovers at Addison Airport; and
- (c) Hiring multiple aircraft to fly for Addison Airport airshows, including KaboomTown.

EXHIBIT A

The Organization shall submit detailed quarterly program results to the City listing the expenditures made by the Organization with the Funding received pursuant to this Agreement by the following dates:

January 30, 2017
April 30, 2017
July 30, 2017
October 30, 2017

III. FUNDING

For the completion of the Program as described herein, the City shall pay to the Organization the sum of no more than Fifty Thousand and 00/100 Dollars (\$50,000.00) ("Funding") as follows: fifty percent (50%) of the Funding shall be paid to the Organization within thirty (30) days of the City's execution of this Agreement, and the remaining fifty percent (50%) of the Funding shall be paid to the Organization on May 30, 2017. However, the Organization may send a written request to the Chief Financial Officer of the City for an advance of the second fifty percent (50%) distribution prior to May 30, 2017 for a compelling reason, and the Chief Financial Officer may or may not grant this request in his sole and absolute discretion. Payment is made contingent upon the Organization not then being in default of this Agreement. Funding shall not carry over into the following fiscal year. If the Organization fails to complete the Program identified herein to the satisfaction of the City within the Term, then the Organization shall return any and all unexpended Funding to the City immediately upon request, and the Organization may be ineligible for the receipt of Funding the following year.

IV. RESPONSIBILITY; INDEMNIFICATION

(a) THE ORGANIZATION AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF THE PROGRAM PERFORMED AND TO BE PERFORMED HEREUNDER BY THE ORGANIZATION OR BY ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(b) INDEMNITY OWED BY THE ORGANIZATION. THE ORGANIZATION COVENANTS AND AGREES TO FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS, INDIVIDUALLY OR COLLECTIVELY, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES (THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS EACH BEING AN "ADDISON PERSON" AND COLLECTIVELY THE "ADDISON PERSONS"), FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, HARM, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, JUDGMENTS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND SUITS, OF ANY KIND AND NATURE WHATSOEVER MADE UPON OR INCURRED BY ANY ADDISON PERSON, WHETHER DIRECTLY OR INDIRECTLY, (THE "CLAIMS"), THAT ARISE OUT OF, RESULT FROM, OR RELATE TO: (1) THE PROGRAM AS DESCRIBED IN SECTION II OF THIS AGREEMENT; (2)

EXHIBIT A

REPRESENTATIONS OR WARRANTIES BY THE ORGANIZATION UNDER THIS AGREEMENT; AND/OR (3) ANY OTHER ACT OR OMISSION UNDER OR IN PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION, OR ANY OWNER, OFFICER, DIRECTOR, MANAGER, EMPLOYEE, AGENT, REPRESENTATIVE, CONSULTANT, CONTRACTOR, SUBCONTRACTOR, LICENSEE, INVITEE, PATRON, GUEST, CUSTOMER, OR CONCESSIONAIRE OF OR FOR THE ORGANIZATION, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE ORGANIZATION IS LEGALLY RESPONSIBLE, AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, SUBCONTRACTOR, LICENSEES, INVITEES, PATRONS, GUESTS, CUSTOMERS, AND CONCESSIONAIRES. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

THE ORGANIZATION SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY ADDISON PERSON OR THE ORGANIZATION RELATED TO OR ARISING OUT OF THE ORGANIZATION'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE ORGANIZATION'S SOLE COST AND EXPENSE. THE ADDISON PERSONS SHALL HAVE THE RIGHT, AT THE ADDISON PERSONS' OPTION AND AT OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING THE ORGANIZATION OF ANY OF ITS OBLIGATIONS HEREUNDER.

THE PROVISIONS OF THIS DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION, AND ANY OTHER DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN THIS AGREEMENT, SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

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This Agreement may be canceled and terminated by either party at any time and for any reason or no reason upon giving at least thirty (30) days written notice of such cancellation and termination to the other party hereto. Such notice shall be sent certified mail, return receipt requested, and to the most recent address shown on the records of the party terminating the Agreement. The thirty (30) day period shall commence upon deposit of the said notice in the United States mail and shall conclude at midnight of the 30th day thereafter. In the event of such cancellation and termination and if the Organization has failed at the time of such cancellation and termination to provide the Program set forth herein, the Organization shall immediately refund to the City that portion of Funding paid to the Organization under the terms of this Agreement (and identified in Section II, above) allocable to the Program that has not been completed at the time of cancellation and termination, as determined by the City.

Upon payment or tender of any refund amount, all of the obligations of the Organization and the City under this Agreement shall be discharged and terminated (except as otherwise provided herein, e.g., except for obligations and responsibilities as may survive termination or cancellation of this Agreement as provided for in this Agreement) and no action shall lie or accrue for additional benefit, consideration or value for or based upon the Program performed under or pursuant to this Agreement.

EXHIBIT A

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

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

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Prior to adopting its annual budget, the Organization shall submit for the City's review a budget showing the use of the Funding provided pursuant to this Agreement, and the Organization shall make such quarterly financial reports to the City, as provided for herein, listing the expenditures made by the Organization from the Funding. The approval of the Organization's annual budget creates a fiduciary duty in the Organization with respect to the Funding provided by this Agreement.

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The Organization shall maintain complete and accurate financial records of all of its revenues, including, without limitation, each expenditure of Funding received pursuant to this Agreement. On request of the City at any time, the Organization shall make all its records available for inspection and review by the City or its designated representative(s). Within ninety (90) days of the end of the Organization's fiscal year, the Organization shall provide the City with a financial statement signed by the Chairman of the Organization's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, at the Organization's expense, setting forth the Organization's income, expenses, assets and liabilities, and such obligation shall survive the termination or expiration of this Agreement. If this Agreement is terminated prior to its expiration, the Organization shall provide such reports as required by the City for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof; and the obligation to provide the reports for the last quarter of this Agreement shall survive the expiration of this Agreement.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in the application packet. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in writing a hard-copy, non-electronic format.

EXHIBIT A

VIII. ADDITIONAL REQUIREMENTS OF THE ORGANIZATION

The Organization agrees to the following:

(a) The City may conduct an on-site visit to the Organization during the Term;

(b) Within thirty (30) days of the City's execution of this Agreement, the Organization shall provide to the City a current list of all Organization board members and a schedule of all board meetings. A representative from the City may choose to attend any scheduled board meetings. The City shall be immediately notified of any changes to the schedule; and

(c) In any and all marketing material produced by the Organization, the City shall be prominently recognized as a supporter of the Organization through the use of the City designated logo provided.

VIII. INDEPENDENT CONTRACTOR

In completing the Program under this Agreement, the relationship between the City and the Organization is that of independent contractor, and the City and the Organization by the execution of this Agreement do not change the independent status of the Organization. The Organization is an independent contractor, and no term or provision of this Agreement or action by the Organization in the performance of this Agreement is intended nor shall be construed as making the Organization the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which the Organization performs the Program which is described in this Agreement.

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

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Nothing contained in this Agreement shall be deemed to constitute that the City and the Organization are partners or joint venturers with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Agreement creates, a joint enterprise.

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

EXHIBIT A

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The Organization shall observe and abide by, and this Agreement is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended. The Organization agrees that any and all records of the Organization which, including but not limited to describe, relate to, convey and/or illustrate the obligations, terms and conditions set forth in this Agreement shall be subject to the Texas Public Information Act, Texas Government Code Chapter 552, as amended. The above and foregoing recitals to this Agreement are true and correct and incorporated herein and made a part hereof.

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XIV. COUNTERPARTS

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

XV. NO WAIVER; RIGHTS CUMULATIVE

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

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All notices, communications and reports, required or permitted under this Agreement shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and the Organization agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

EXHIBIT A

The City's address:

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

The Organization's address:

Mr. Doug Jeanes
Cavanaugh Flight Museum
4572 Claire Chennault
Addison, Texas 75001

XVII. SEVERABILITY

The terms of this Agreement are severable, and if any section, paragraph, clause, or other portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Agreement initially.

XVIII. AUTHORITY TO EXECUTE AGREEMENT

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

XIX. ENTIRE AGREEMENT

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

XX. SOVEREIGN IMMUNITY

The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

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

TOWN OF ADDISON, TEXAS

CAVANAUGH FLIGHT MUSEUM

By: _____
Wesley S. Pierson, City Manager

By: _____
Mr. Doug Jeanes, Executive Director

Date: _____

Date: _____

Work Session and Regular Meeting**Meeting Date:** 09/29/2016**Department:** City Manager**AGENDA CAPTION:**

Consider And Approve A **Resolution Authorizing The City Manager To Enter Into A Grant Funding Agreement With WaterTower Theatre** In An Amount Not To Exceed \$445,000.

BACKGROUND:

Town Staff has developed a grant funding process that allows non-profit organizations within the Town of Addison to submit a request of funds for their organization that directly enhances the Town. The Town Staff and Council appointed liaisons evaluate all applications individually. Town Staff reviews all applicable financials in a detailed financial assessment of the non-profit organizations, which includes, but is not limited to: equity assessment, cash flow assessment, operations assessment, and percentage of annual revenue in comparison to grant request. The purpose of the reviews and evaluations is to fully assess whether the non-profit organization is a viable entity and if the grant requests directly enhance the Town. To clearly reflect the impact of the grant to Addison and non-Addison residents, Quarterly Grant Reports are required by all non-profit organizations through the end of the Town's fiscal year. The Quarterly Grant Reports contain the non-profit organization's goals, objectives and performance measures as identified in the Grant Uses section of the agreement. Financial statements may or may not be required, but Town Staff can request them at any time.

The WaterTower Theatre submitted an application to the Town requesting \$445,000. The Town has reviewed and evaluated the application and determined that the non-profit organization's request set forth in the application are for a public purpose that directly enhances the Town of Addison.

Listed below are the grant uses submitted in the non-profit organization's application:

- *Parade* in Concert – a 20th Anniversary Celebration
- Six (6) Main Stage productions during the 2016-2017 season
- Gala Table Spotlight Gala 2017 on May 6, 2017
- Education and Outreach Programs
- Artistic Director Search Process

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution with Agreement

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE GRANT FUNDING AGREEMENT BETWEEN THE TOWN AND THE WATER TOWER THEATRE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT FUNDING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas ("City Council") has investigated and determined that it is in the best interest of the Town of Addison, Texas ("Town") to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the Town; and

WHEREAS, the City Council has adopted an application process ("Application") whereby these organizations may apply for public funds that will be used for public purposes within the Town, as determined by the Town; and

WHEREAS, the Water Tower Theatre submitted an Application to the Town for consideration; and

WHEREAS, the Town has reviewed the Application and investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the Town and the Water Tower Theatre desire to enter into this Agreement to set forth the terms and conditions regarding the Water Tower Theatre's use of the public funds.

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

Section 1. The Grant Funding Agreement between the Town and the Water Tower Theatre, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute said 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 29th day of September, 2016.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

STATE OF TEXAS §
 § AGREEMENT FOR GRANT FUNDING
COUNTY OF DALLAS §

This Agreement for Grant Funding (“Agreement”) is made and entered into as of the 1st day of October, 2016 by and between the Town of Addison, Texas (the “City”) and the Water Tower Theatre (the “Organization”).

WITNESSETH:

WHEREAS, the City Council has investigated and determined that it is in the best interest of the City to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the City; and

WHEREAS, the City Council has adopted an application process (“Application”) whereby these organizations may apply for public funds that will be used for public purposes within the City, as determined by the City; and

WHEREAS, the Organization submitted an Application to the City for consideration; and

WHEREAS, the City has reviewed the Application and investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the City and Organization desire to enter into this Agreement to set forth the terms and conditions regarding the Organization’s use of the public funds.

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

I. TERM

The term of this Agreement shall be for a period of one year from the 1st day of October, 2016, through the 30th day of September, 2017, except as otherwise provided for herein, and subject to the earlier termination of this Agreement (“Term”). The Program, hereinafter defined, must be completed during the Term of the Agreement to the satisfaction of the City.

II. GRANT USE

The Organization shall complete the following program(s) with the assistance of grant funding received by the City (collectively, the “Program”):

- (a) *Parade in Concert* – a 20th Anniversary Celebration
- (b) Six (6) Main Stage Shows during the 2016-2017 season;
- (c) Gala Table Spotlight Gala 2017, on May 6, 2017;
- (d) Education and Outreach Programs; and

EXHIBIT A

(d) Artistic Director Search Process.

The Organization shall submit detailed quarterly program results to the City listing the expenditures made by the Organization with the Funding received pursuant to this Agreement by the following dates:

January 30, 2017

April 30, 2017

July 30, 2017

October 30, 2017

III. FUNDING

For the completion of the Program as described herein, the City shall pay to the Organization the sum of no more than Two Hundred Ninety-Five Thousand and No/100 Dollars (\$295,000.00) ("Funding") as follows: fifty percent (50%) of the Funding shall be paid to the Organization within thirty (30) days of the City's execution of this Agreement, and the remaining fifty percent (50%) of the Funding shall be paid to the Organization on May 30, 2017. However, the Organization may send a written request to the Chief Financial Officer of the City for an advance of the second fifty percent (50%) distribution prior to May 30, 2017 for a compelling reason, and the Chief Financial Officer may or may not grant this request in his sole and absolute discretion. Payment is made contingent upon the Organization not then being in default of this Agreement. Funding shall not carry over into the following fiscal year. If the Organization fails to complete the Program identified herein to the satisfaction of the City within the Term, then the Organization shall return any and all unexpended Funding to the City immediately upon request, and the Organization may be ineligible for the receipt of Funding the following year.

Notwithstanding anything provided in this Section, the parties agree that the Organization is eligible for an additional One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) at the sole discretion and determination of the City if the Organization can demonstrate to the satisfaction of the City that it has accumulated additional funding from sources outside of the City in the amount of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) within the Term of this Agreement.

IV. RESPONSIBILITY; INDEMNIFICATION

(a) THE ORGANIZATION AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF THE PROGRAM PERFORMED AND TO BE PERFORMED HEREUNDER BY THE ORGANIZATION OR BY ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(b) INDEMNITY OWED BY THE ORGANIZATION. THE ORGANIZATION COVENANTS AND AGREES TO FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES,

EXHIBIT A

REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS, INDIVIDUALLY OR COLLECTIVELY, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES (THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS EACH BEING AN “ADDISON PERSON” AND COLLECTIVELY THE “ADDISON PERSONS”), FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, HARM, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, JUDGMENTS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND SUITS, OF ANY KIND AND NATURE WHATSOEVER MADE UPON OR INCURRED BY ANY ADDISON PERSON, WHETHER DIRECTLY OR INDIRECTLY, (THE “CLAIMS”), THAT ARISE OUT OF, RESULT FROM, OR RELATE TO: (1) THE PROGRAM AS DESCRIBED IN SECTION II OF THIS AGREEMENT; (2) REPRESENTATIONS OR WARRANTIES BY THE ORGANIZATION UNDER THIS AGREEMENT; AND/OR (3) ANY OTHER ACT OR OMISSION UNDER OR IN PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION, OR ANY OWNER, OFFICER, DIRECTOR, MANAGER, EMPLOYEE, AGENT, REPRESENTATIVE, CONSULTANT, CONTRACTOR, SUBCONTRACTOR, LICENSEE, INVITEE, PATRON, GUEST, CUSTOMER, OR CONCESSIONAIRE OF OR FOR THE ORGANIZATION, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE ORGANIZATION IS LEGALLY RESPONSIBLE, AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, SUBCONTRACTOR, LICENSEES, INVITEES, PATRONS, GUESTS, CUSTOMERS, AND CONCESSIONAIRES. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

THE ORGANIZATION SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY ADDISON PERSON OR THE ORGANIZATION RELATED TO OR ARISING OUT OF THE ORGANIZATION’S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE ORGANIZATION’S SOLE COST AND EXPENSE. THE ADDISON PERSONS SHALL HAVE THE RIGHT, AT THE ADDISON PERSONS’ OPTION AND AT OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING THE ORGANIZATION OF ANY OF ITS OBLIGATIONS HEREUNDER.

THE PROVISIONS OF THIS DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION, AND ANY OTHER DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN THIS AGREEMENT, SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

V. TERMINATION

This Agreement may be canceled and terminated by either party at any time and for any reason or no reason upon giving at least thirty (30) days written notice of such cancellation and termination to the other party hereto. Such notice shall be sent certified mail, return receipt requested, and to the most recent address shown on the records of the party terminating the Agreement. The thirty (30) day period shall commence upon deposit of the said notice in the United States mail and shall conclude at midnight of the 30th day thereafter. In the event of such cancellation and termination and if the Organization has failed at the time of such cancellation and termination to provide the Program set forth herein, the Organization shall immediately refund to the City that portion of Funding paid to the Organization under the terms of this Agreement (and

EXHIBIT A

identified in Section II, above) allocable to the Program that has not been completed at the time of cancellation and termination, as determined by the City.

Upon payment or tender of any refund amount, all of the obligations of the Organization and the City under this Agreement shall be discharged and terminated (except as otherwise provided herein, e.g., except for obligations and responsibilities as may survive termination or cancellation of this Agreement as provided for in this Agreement) and no action shall lie or accrue for additional benefit, consideration or value for or based upon the Program performed under or pursuant to this Agreement.

VI. CONFLICT OF INTEREST

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

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

VII. ACCOUNTING

Prior to adopting its annual budget, the Organization shall submit for the City's review a budget showing the use of the Funding provided pursuant to this Agreement, and the Organization shall make such quarterly financial reports to the City, as provided for herein, listing the expenditures made by the Organization from the Funding. The approval of the Organization's annual budget creates a fiduciary duty in the Organization with respect to the Funding provided by this Agreement.

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

The Organization shall maintain complete and accurate financial records of all of its revenues, including, without limitation, each expenditure of Funding received pursuant to this Agreement. On request of the City at any time, the Organization shall make all its records available for inspection and review by the City or its designated representative(s). Within ninety (90) days of the end of the Organization's fiscal year, the Organization shall provide the City with a financial statement signed by the Chairman of the Organization's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, at the Organization's expense, setting forth the Organization's income, expenses, assets and liabilities, and such obligation shall survive the termination or expiration of this Agreement. If this Agreement is terminated prior to its expiration, the Organization shall provide such reports as set forth above for the period prior to the expiration for which reports have not been provided, and such obligation shall

EXHIBIT A

survive the termination hereof; and the obligation to provide the reports for the last quarter of this Agreement shall survive the expiration of this Agreement.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in the application packet. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in writing a hard-copy, non-electronic format.

VIII. ADDITIONAL REQUIREMENTS OF THE ORGANIZATION

The Organization agrees to the following:

(a) The City may conduct an on-site visit to the Organization during the Term;

(b) Within thirty (30) days of the City's execution of this Agreement, the Organization shall provide to the City a current list of all Organization board members and a schedule of all board meetings. A representative from the City may choose to attend any scheduled board meetings. The City shall be immediately notified of any changes to the schedule; and

(c) In any and all marketing material produced by the Organization, the City shall be prominently recognized as a supporter of the Organization through the use of the City designated logo provided.

VIII. INDEPENDENT CONTRACTOR

In completing the Program under this Agreement, the relationship between the City and the Organization is that of independent contractor, and the City and the Organization by the execution of this Agreement do not change the independent status of the Organization. The Organization is an independent contractor, and no term or provision of this Agreement or action by the Organization in the performance of this Agreement is intended nor shall be construed as making the Organization the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which the Organization performs the Program which is described in this Agreement.

IX. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

The Organization may not and shall have no authority to assign, transfer, or otherwise convey by any means whatsoever this Agreement or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City, and any attempted assignment, transfer, or other conveyance of this Agreement without such approval shall be null and void and be cause for immediate termination of this Agreement by the City.

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

X. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

EXHIBIT A

Nothing contained in this Agreement shall be deemed to constitute that the City and the Organization are partners or joint venturers with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Agreement creates, a joint enterprise.

XI. NON-DISCRIMINATION

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

XII. LEGAL COMPLIANCE; AGREEMENT SUBJECT TO LAWS; RECITALS

The Organization shall observe and abide by, and this Agreement is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended. The Organization agrees that any and all records of the Organization which, including but not limited to describe, relate to, convey and/or illustrate the obligations, terms and conditions set forth in this Agreement shall be subject to the Texas Public Information Act, Texas Government Code Chapter 552, as amended. The above and foregoing recitals to this Agreement are true and correct and incorporated herein and made a part hereof.

XIII. VENUE; GOVERNING LAW

In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

XIV. COUNTERPARTS

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

XV. NO WAIVER; RIGHTS CUMULATIVE

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

XVI. NOTICES

All notices, communications and reports, required or permitted under this Agreement shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and the Organization agree to provide the other with written notification within five (5) days, if the address for notices, provided

EXHIBIT A

below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:

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

The Organization's address:

Mr. Greg Patterson
Water Tower Theatre
15650 Addison Road
Addison, TX 75001

XVII. SEVERABILITY

The terms of this Agreement are severable, and if any section, paragraph, clause, or other portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Agreement initially.

XVIII. AUTHORITY TO EXECUTE AGREEMENT

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

XIX. ENTIRE AGREEMENT

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

XX. SOVEREIGN IMMUNITY

The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

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

TOWN OF ADDISON, TEXAS

WATER TOWER THEATRE

EXHIBIT A

By: _____
Wesley S. Pierson, City Manager

By: _____
Mr. Greg Patterson, Executive Director

Date: _____

Date: _____

Work Session and Regular Meeting

Meeting Date: 09/29/2016

Department: City Manager

AGENDA CAPTION:

Consider And Approve A **Resolution Authorizing The City Manager To Enter Into A Grant Funding Agreement With The Addison Arbor Foundation** In An Amount Not To Exceed \$47,500.

BACKGROUND:

Town Staff has developed a grant funding process that allows non-profit organizations within the Town of Addison to submit a request of funds for their organization that directly enhances the Town. The Town Staff and Council appointed liaisons evaluate all applications individually. Town Staff reviews all applicable financials in a detailed financial assessment of the non-profit organizations, which includes, but is not limited to: equity assessment, cash flow assessment, operations assessment, and percentage of annual revenue in comparison to grant request. The purpose of the reviews and evaluations is to fully assess whether the non-profit organization is a viable entity and if the grant requests directly enhance the Town. To clearly reflect the impact of the grant to Addison and non-Addison residents, Quarterly Grant Reports are required by all non-profit organizations through the end of the Town's fiscal year. The Quarterly Grant Reports contain the non-profit organization's goals, objectives and performance measures as identified in the Grant Uses section of the agreement. Financial statements may or may not be required, but Town Staff can request them at any time.

The Addison Arbor Foundation submitted an application to the Town requesting \$47,500. The Town has reviewed and evaluated the application and determined that the non-profit organization's request set forth in the application are for a public purpose that directly enhances the Town of Addison.

Listed below are the grant uses submitted in the non-profit organization's application:

- Landscaping, public art, sculptural works and education
- Purchase of public art piece(s) for installation along the North/South Quorum corridor and/or Beltway redevelopment

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution with Agreement



TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE GRANT FUNDING AGREEMENT BETWEEN THE TOWN AND THE ADDISON ARBOR FOUNDATION; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT FUNDING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas ("City Council") has investigated and determined that it is in the best interest of the Town of Addison, Texas ("Town") to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the Town; and

WHEREAS, the City Council has adopted an application process ("Application") whereby these organizations may apply for public funds that will be used for public purposes within the Town, as determined by the Town; and

WHEREAS, the Addison Arbor Foundation submitted an Application to the Town for consideration; and

WHEREAS, the Town has reviewed the Application and investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the Town and the Addison Arbor Foundation desire to enter into this Agreement to set forth the terms and conditions regarding the Addison Arbor Foundation's use of the public funds.

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

Section 1. The Grant Funding Agreement between the Town and the Addison Arbor Foundation, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute said 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 29th day of September, 2016.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

STATE OF TEXAS §
 § AGREEMENT FOR GRANT FUNDING
COUNTY OF DALLAS §

This Agreement for Grant Funding (“Agreement”) is made and entered into as of the 1st day of October, 2016 by and between the Town of Addison, Texas (the “City”) and the Addison Arbor Foundation (the “Organization”).

WITNESSETH:

WHEREAS, the City Council has investigated and determined that it is in the best interest of the City to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the City; and

WHEREAS, the City Council has adopted an application process (“Application”) whereby these organizations may apply for public funds that will be used for public purposes within the City, as determined by the City; and

WHEREAS, the Organization submitted an Application to the City for consideration; and

WHEREAS, the City has reviewed the Application and investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the City and Organization desire to enter into this Agreement to set forth the terms and conditions regarding the Organization’s use of the public funds.

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

I. TERM

The term of this Agreement shall be for a period of one year from the 1st day of October, 2016, through the 30th day of September, 2017, except as otherwise provided for herein, and subject to the earlier termination of this Agreement (“Term”). The Program, hereinafter defined, must be completed during the Term of the Agreement to the satisfaction of the City.

II. GRANT USE

The Organization shall complete the following program(s) with the assistance of grant funding received by the City (collectively, the “Program”) (the monetary amounts identified in this Section II below are approximate amounts to be expended by the Organization in accomplishing the Program, and the maximum amount to be funded by the City shall be based upon the actual expenses for the following Program):

(a) Purchase and installation of one or two public art pieces along the North/South Quorum corridor and/or Beltway redevelopment. The City must provide prior written approval for the artist, selected artwork and location of the installation.

EXHIBIT A

(b) Work with City staff to incorporate and/or refresh landscaping, public art, sculptural works and educational activities.

The Organization shall submit detailed quarterly program results to the City listing the expenditures made by the Organization with the Funding received pursuant to this Agreement by the following dates:

January 30, 2017

April 30, 2017

July 30, 2017

October 30, 2017

In satisfaction hereof and as determined by the City, the Program may be provided directly by the Organization or funding of the Program may be provided to the City by the Organization. The Program will be provided upon the prior approval by the City. Design for any of the Program provided by the Organization is subject to the City's approval prior to installation thereof.

III. FUNDING

For the completion of the Program as described herein, the City shall pay to the Organization the sum of no more than Forty-Seven Thousand Five Hundred and No/100 Dollars (\$47,500.00) ("Funding") as follows: fifty percent (50%) of the Funding shall be paid to the Organization within thirty (30) days of the City's execution of this Agreement, and the remaining fifty percent (50%) of the Funding shall be paid to the Organization on May 30, 2017. However, the Organization may send a written request to the Chief Financial Officer of the City for an advance of the second fifty percent (50%) distribution prior to May 30, 2017 for a compelling reason, and the Chief Financial Officer may or may not grant this request in his sole and absolute discretion. Payment is made contingent upon the Organization not then being in default of this Agreement. Funding shall not carry over into the following fiscal year. If the Organization fails to complete the Program identified herein to the satisfaction of the City within the Term, then the Organization shall return any and all unexpended Funding to the City immediately upon request, and the Organization may be ineligible for the receipt of Funding the following year.

IV. RESPONSIBILITY; INDEMNIFICATION

(a) THE ORGANIZATION AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF THE PROGRAM PERFORMED AND TO BE PERFORMED HEREUNDER BY THE ORGANIZATION OR BY ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(b) INDEMNITY OWED BY THE ORGANIZATION. THE ORGANIZATION COVENANTS AND AGREES TO FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS, INDIVIDUALLY OR COLLECTIVELY, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES (THE TOWN OF ADDISON,

EXHIBIT A

TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS EACH BEING AN “**ADDISON PERSON**” AND COLLECTIVELY THE “**ADDISON PERSONS**”), FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, HARM, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, JUDGMENTS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND SUITS, OF ANY KIND AND NATURE WHATSOEVER MADE UPON OR INCURRED BY ANY ADDISON PERSON, WHETHER DIRECTLY OR INDIRECTLY, (THE “**CLAIMS**”), THAT ARISE OUT OF, RESULT FROM, OR RELATE TO: (1) THE PROGRAM AS DESCRIBED IN SECTION II OF THIS AGREEMENT; (2) REPRESENTATIONS OR WARRANTIES BY THE ORGANIZATION UNDER THIS AGREEMENT; AND/OR (3) ANY OTHER ACT OR OMISSION UNDER OR IN PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION, OR ANY OWNER, OFFICER, DIRECTOR, MANAGER, EMPLOYEE, AGENT, REPRESENTATIVE, CONSULTANT, CONTRACTOR, SUBCONTRACTOR, LICENSEE, INVITEE, PATRON, GUEST, CUSTOMER, OR CONCESSIONAIRE OF OR FOR THE ORGANIZATION, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE ORGANIZATION IS LEGALLY RESPONSIBLE, AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, SUBCONTRACTOR, LICENSEES, INVITEES, PATRONS, GUESTS, CUSTOMERS, AND CONCESSIONAIRES. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

THE ORGANIZATION SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY ADDISON PERSON OR THE ORGANIZATION RELATED TO OR ARISING OUT OF THE ORGANIZATION’S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE ORGANIZATION’S SOLE COST AND EXPENSE. THE ADDISON PERSONS SHALL HAVE THE RIGHT, AT THE ADDISON PERSONS’ OPTION AND AT OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING THE ORGANIZATION OF ANY OF ITS OBLIGATIONS HEREUNDER.

THE PROVISIONS OF THIS DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION, AND ANY OTHER DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN THIS AGREEMENT, SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

V. TERMINATION

This Agreement may be canceled and terminated by either party at any time and for any reason or no reason upon giving at least thirty (30) days written notice of such cancellation and termination to the other party hereto. Such notice shall be sent certified mail, return receipt requested, and to the most recent address shown on the records of the party terminating the Agreement. The thirty (30) day period shall commence upon deposit of the said notice in the United States mail and shall conclude at midnight of the 30th day thereafter. In the event of such cancellation and termination and if the Organization has failed at the time of such cancellation and termination to provide the Program set forth herein, the Organization shall immediately refund to the City that portion of Funding paid to the Organization under the terms of this Agreement (and identified in Section II, above) allocable to the Program that has not been completed at the time of cancellation and termination, as determined by the City.

EXHIBIT A

Upon payment or tender of any refund amount, all of the obligations of the Organization and the City under this Agreement shall be discharged and terminated (except as otherwise provided herein, e.g., except for obligations and responsibilities as may survive termination or cancellation of this Agreement as provided for in this Agreement) and no action shall lie or accrue for additional benefit, consideration or value for or based upon the Program performed under or pursuant to this Agreement.

VI. CONFLICT OF INTEREST

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

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

VII. ACCOUNTING

Prior to adopting its annual budget, the Organization shall submit for the City's review a budget showing the use of the Funding provided pursuant to this Agreement, and the Organization shall make such quarterly financial reports to the City, as provided for herein, listing the expenditures made by the Organization from the Funding. The approval of the Organization's annual budget creates a fiduciary duty in the Organization with respect to the Funding provided by this Agreement.

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

The Organization shall maintain complete and accurate financial records of all of its revenues, including, without limitation, each expenditure of Funding received pursuant to this Agreement. On request of the City at any time, the Organization shall make all its records available for inspection and review by the City or its designated representative(s). Within ninety (90) days of the end of the Organization's fiscal year, the Organization shall provide the City with a financial statement signed by the Chairman of the Organization's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, at the Organization's expense, setting forth the Organization's income, expenses, assets and liabilities, and such obligation shall survive the termination or expiration of this Agreement. If this Agreement is terminated prior to its expiration, the Organization shall provide such reports as required by the City for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof; and the obligation to provide the reports for the last quarter of this Agreement shall survive the expiration of this Agreement.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must

EXHIBIT A

be submitted to the City in electronic format to the City email address specified in the application packet. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in writing a hard-copy, non-electronic format.

VIII. ADDITIONAL REQUIREMENTS OF THE ORGANIZATION

The Organization agrees to the following:

- (a) The City may conduct an on-site visit to the Organization during the Term;
- (b) Within thirty (30) days of the City's execution of this Agreement, the Organization shall provide to the City a current list of all Organization board members and a schedule of all board meetings. A representative from the City may choose to attend any scheduled board meetings. The City shall be immediately notified of any changes to the schedule; and
- (c) In any and all marketing material produced by the Organization, the City shall be prominently recognized as a supporter of the Organization through the use of the City designated logo provided.

VIII. INDEPENDENT CONTRACTOR

In completing the Program under this Agreement, the relationship between the City and the Organization is that of independent contractor, and the City and the Organization by the execution of this Agreement do not change the independent status of the Organization. The Organization is an independent contractor, and no term or provision of this Agreement or action by the Organization in the performance of this Agreement is intended nor shall be construed as making the Organization the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which the Organization performs the Program which is described in this Agreement.

IX. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

The Organization may not and shall have no authority to assign, transfer, or otherwise convey by any means whatsoever this Agreement or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City, and any attempted assignment, transfer, or other conveyance of this Agreement without such approval shall be null and void and be cause for immediate termination of this Agreement by the City.

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

X. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Agreement shall be deemed to constitute that the City and the Organization are partners or joint venturers with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Agreement creates, a joint enterprise.

EXHIBIT A

XI. NON-DISCRIMINATION

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

XII. LEGAL COMPLIANCE; AGREEMENT SUBJECT TO LAWS; RECITALS

The Organization shall observe and abide by, and this Agreement is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended. The Organization agrees that any and all records of the Organization which, including but not limited to describe, relate to, convey and/or illustrate the obligations, terms and conditions set forth in this Agreement shall be subject to the Texas Public Information Act, Texas Government Code Chapter 552, as amended. The above and foregoing recitals to this Agreement are true and correct and incorporated herein and made a part hereof.

XIII. VENUE; GOVERNING LAW

In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

XIV. COUNTERPARTS

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

XV. NO WAIVER; RIGHTS CUMULATIVE

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

XVI. NOTICES

All notices, communications and reports, required or permitted under this Agreement shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and the Organization agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

EXHIBIT A

The City's address:

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

The Organization's address:

Dr. Jay M. Ihrig
Addison Arbor Foundation
PO Box 1649
Addison, TX 75001

XVII. SEVERABILITY

The terms of this Agreement are severable, and if any section, paragraph, clause, or other portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Agreement initially.

XVIII. AUTHORITY TO EXECUTE AGREEMENT

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

XIX. ENTIRE AGREEMENT

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

XX. SOVEREIGN IMMUNITY

The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

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

TOWN OF ADDISON, TEXAS

ADDISON ARBOR FOUNDATION

By: _____
Wesley S. Pierson, City Manager

By: _____
Dr. Jay M. Ihrig, President

Date: _____

Date: _____

Work Session and Regular Meeting

Meeting Date: 09/29/2016

Department: Finance

AGENDA CAPTION:

Consider An **Ordinance Amending The Code Of Ordinances By Amending Chapter 82 (Utilities), Article I (In General), Division 5 (Rates And Charges)By Amending Section 82-76 And Section 82-77 Increasing Sewer And Water Rates For All Customer Classifications.**

BACKGROUND:

This agenda item recognizes increased water and sewer rates that reflect the pass-through of wholesale cost increases for water purchases and sewer treatment services. The Town purchases water from Dallas Water Utility (DWU) and sewage treatment services from Trinity River Authority (TRA). This past year both entities experienced cost increases in the areas of operations and capital expenditures. Sec. 82-78 of the Town’s code of ordinances provides that a pass-through component be included in water and sewer rates, which shall reflect changes in the costs of water purchases, sewer treatment and transportation services which are paid by the Town to other governmental entities. This means that the cost increases from these two entities are directly passed to Town of Addison customers. Below are examples of the increase in a water and sewer bill for a single family:

Consumption	Existing	New Rate (10/1/16)	% Increase
5,000 gallons	\$46.04	\$46.82	1.7%
8,000 gallons	\$60.22	\$61.32	1.8%
10,000 gallons	\$74.40	\$75.82	1.9%

The specific rates for each customer class are listed in the attached ordinance.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING CHAPTER 82, SECTION 82-76 AND SECTION 82-77 OF THE CODE OF ORDINANCES OF THE TOWN BY AMENDING SEWER RATES AND WATER RATES FOR ALL CUSTOMER CLASSIFICATIONS; PROVIDING THAT THE CHANGES TO THE WATER RATES MADE HEREIN SHALL BE APPLIED TO MONTHLY CUSTOMER BILLS BEGINNING WITH THE NOVEMBER 2016 BILLING CYCLE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council is authorized by Section 2.08.p. of the City Charter to provide for a sanitary sewer and water system, and the City is authorized by law (including, without limitation, Sections 552.001 and 552.017, Tex. Loc. Gov. Code) to own, construct and operate a water and sewer system and to prescribe rates therefor; and

WHEREAS, adjustments to the City's water and sewer utility rates have been proposed by Dallas Water Utilities and Trinity River Authority, respectively; and

WHEREAS, the City has conducted a review and evaluation of the City's water utility rates and has determined therefrom that the rates need to be adjusted as set forth herein to support the operating, maintenance, and capital needs of the City's water utility system.

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

Section 1. The Code of Ordinances (the "Code") of the Town of Addison, Texas (the "City") is hereby amended as follows:

A. Chapter 82 (Utilities), Article I (In General), Division 5 (Rates and Charges) of the Code is hereby amended in part as follows:

1. Section 82-76 (Sewage rates) of the Code is amended by amending subsections (1) (Sewer minimum bills) and (2) (Sewer volume rate) thereof to hereafter read as follows:

(1) *Sewer minimum bills*. Minimum monthly bill shall be applied to all customers based upon customer classification and shall include an allowance for volume based upon water consumed as follows:

Customer Classification:	Minimum Monthly Bill	Volume Included (Gallons)
Single-Family Residential	\$13.46	2,000
Multifamily Residential Large (meter size greater than or equal to two inches)	168.61	37,000
Multifamily Residential Small (meter size less than two inches)	71.10	15,000
Schools	93.26	20,000
Municipal	48.93	10,000
Commercial Large (meter size greater than or equal to two inches)	168.61	37,000
Commercial Small (meter size less than two inches)	26.76	5,000
Industrial Large (meter size greater than or equal to two inches)	168.61	37,000
Industrial Small (meter size less than two inches)	17.90	3,000
Hotel/Motel	447.89	100,000

(2) *Sewer volume rate.* All volume which exceeds the amount allowed in the minimum bill shall be charged at a rate of \$4.44 per 1,000 gallons of water consumed for all customer classifications.

Section 2. The Code of Ordinances (the "Code") of the Town of Addison, Texas (the "City") is hereby amended as follows:

A. That Chapter 82 (Utilities), Section 82-77 (Water Rates) of the Code of Ordinances, Addison, Texas is hereby amended to read in its entirety as follows:

1. Section 82-77 – (Water Rates)

The customer classifications, minimum bills, and consumption charges shall be as follows:

(1) *Water minimum bills.* Minimum monthly bill shall be applied to all customers based upon customer classification and shall include an allowance for volume based upon water consumed as follows:

Customer Classification:	Minimum Monthly Bill	Volume Included (Gallons)
Single-Family Residential	\$11.61	2,000
Multifamily Residential Large (meter size greater than or equal to two inches)	109.81	37,000
Multifamily Residential Small (meter size less than two inches)	48.09	15,000
Schools	62.12	20,000

Municipal	34.05	10,000
Commercial Large (meter size greater than or equal to two inches)	109.81	37,000
Commercial Small (meter size less than two inches)	20.03	5,000
Industrial Large (meter size greater than or equal to two inches)	109.81	37,000
Industrial Small (meter size less than two inches)	14.42	3,000
Hotel/Motel	286.58	100,000
Irrigation Large (meter size greater than or equal to two inches)	209.83	40,000
Irrigation Small (meter size less than two inches)	82.44	15,000
Fire Meters	28.45	8,000

(2) *Water volume rate.* All volume which exceeds the amount allowed in the minimum bill shall be charged at a rate of \$2.81 per 1,000 gallons of water consumed for all customer classifications, with the exceptions as noted in subsection (3) below.

(3) *Water conservation volume rate.* Single-family residential customers shall be charged a rate of \$5.10 per 1,000 gallons of water for all water consumed in excess of 15,000 gallons. Irrigation (large and small) customers shall be charged for all volume, which exceeds the amount allowed in the minimum bill, at a rate of \$5.10 per 1,000 gallons of water consumed.

Section 2. Savings; Repealer. This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those Ordinances are in direct conflict with the provisions of this Ordinance. Provided, however, that the repeal of such ordinances or parts of such ordinances, and the amendments and changes made by this Ordinance, shall not affect any right, property or claim which was or is vested in the City, or any act done, or right accruing or accrued, or established, or any suit, action or proceeding had or commenced before the time when this Ordinance shall take effect; nor shall said repeals, amendments or changes affect any offense committed, or any penalty or forfeiture incurred, or any suit or prosecution pending at the time when this Ordinance shall take effect under any of the ordinances or sections thereof so repealed, amended or changed; and to that extent and for that purpose the provisions of such ordinances or parts of such ordinances shall be deemed to remain and continue in full force and effect.

Section 3. Severability. The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 4. Incorporation of Recitals. The above and foregoing recitals to this Ordinance are true and correct and are incorporated herein and made a part of this Ordinance for all purposes.

Section 5. Effective Date. This Ordinance shall become effective October 1, 2016 and be applied to monthly customer bills beginning with the November 2016 billing cycle.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 29th day of September, 2016.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda McDonald, City Attorney

Work Session and Regular Meeting**Meeting Date:** 09/29/2016**Department:** Finance

AGENDA CAPTION:

Present, Discuss, And Consider Action Regarding An **Ordinance Amending The Town's Annual Budget For The Fiscal Year Ending September 30, 2016.**

BACKGROUND:

This is the fourth amendment for the Fiscal Year 2016 Town of Addison annual budget. This amendment distributes funding from departments within the General and Hotel funds and allocates \$750,000 from General Fund savings to create a new self-funded Special Project Fund. This amendment has no financial impact on the budget.

Each year, Finance staff reviews the budget to determine which items should be recognized with formal budget amendments. When budget variances occur that are outside the authority of the City Manager these adjustments are presented to the council in the form of a budget amendment.

The Fiscal Year 2016 budget was adopted by council on September 8, 2015. The first amendment was approved by council at the April 12, 2016, this added 5.0 FTE's to the General Fund and did not have any financial impact. The second amendment was approved by council on June 14, 2016 and increased the authorized Court Technology Fund expenditures by a total of \$23,000 for software support/maintenance fees and computer hardware. The third amendment was approved by Council on June 28, 2016. This redistributed funds within the General Fund to cover related the North Texas Emergency Communications Center transition costs.

Major items included in this fourth amendment include:

General Fund

- Recognize \$600,000 in additional revenues for Sales and Mixed Beverage Taxes.
- Transfer \$327,000 from the General Fund fund balance to establish the Public, Educational, and Government programming (PEG) Fund. This dollar amount previously resided in the General Fund, these dollars are restricted to specific public programming-related expenditures. This transfer creates a separate fund to properly track these revenues and expenditures.
- Allocate an additional \$20,000 to Council Projects to cover COSO initiative

consulting costs.

- Redistribute personnel savings to Finance department to cover \$200,000 for additional staffing (Budget amendment #2 approved at April 12, 2016 council meeting).
- Allocate \$500,000 in personnel compensation increases to the General Fund departments.
- Transfer \$750,000 from Fiscal Year 2016 savings to establish the Self-Funded Special Project Fund.

Hotel Fund

- Recognize change in accounting policy terminating the combining (netting) of revenue and expenses in the Special Events Department for Taste Addison and Oktoberfest and event sponsorship. Due to this change, a variance in both budgeted expenses and revenues will occur in the amount of \$1,357,600.

The attached ordinance includes:

- Exhibit A: Reflects the proposed budget changes by fund
- Exhibit B: Details all proposed budget modifications

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance with 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, on September 8, 2015, 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. 015-018 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, pursuant to Ordinance No. 016-009 adopted April 12, 2016, Ordinance No. 016-023 adopted June 14, 2016, and Ordinance No. 016-024 adopted June 28, 2016, the City Council approved amendments to the FY 2016 budget; 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. 015-018, as amended, of the Town of Addison, Texas (the “City”), adopting the 2015-16 annual budget, is hereby further amended to appropriate \$111,055,724 for budget expenditures 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 29th day of September, 2016.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda McDonald, City Attorney

TOWN OF ADDISON
GENERAL FUND
SCHEDULE OF REVENUES BY SOURCE
Amendments to the FY2015-2016 Budget

	Actual 2014-15	Budget 2015-16	Amendments	Amended Budget 2015-16
Ad valorem taxes:				
Current taxes	\$ 11,424,738	\$ 13,940,240	\$ -	\$ 13,940,240
Delinquent taxes	(71,220)	6,750	-	6,750
Penalty and interest	25,457	16,720	-	16,720
Non-property taxes:				
Sales tax	13,038,912	12,305,000	400,000	12,705,000
Alcoholic beverage tax	1,176,643	870,000	200,000	1,070,000
Franchise / right-of-way use fees:				
Electric franchise	1,539,972	1,500,000	-	1,500,000
Gas franchise	273,320	190,000	-	190,000
Telecommunication access fees	593,387	650,000	-	650,000
Cable franchise	414,891	335,000	-	335,000
Street rental fees	6,850	5,000	-	5,000
Licenses and permits:				
Business licenses and permits	259,487	170,750	-	170,750
Building and construction permits	751,736	649,450	-	649,450
Service fees:				
General government	849	500	-	500
Public safety	849,998	886,000	-	886,000
Urban development	3,830	3,000	-	3,000
Streets and sanitation	400,562	382,600	-	382,600
Recreation	72,279	80,300	-	80,300
Interfund	230,000	230,000	-	230,000
Court fines	723,931	781,900	-	781,900
Interest earnings	20,992	30,000	-	30,000
Rental income	236,667	275,000	-	275,000
Recycling proceeds	10,403	15,000	-	15,000
Other	108,336	43,905	-	43,905
TOTAL REVENUES	\$ 32,092,020	\$ 33,367,115	\$ 600,000	\$ 33,967,115

TOWN OF ADDISON
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE
Amendments to the FY2015-2016 Budget

	Actual 2014-15	Budget 2015-16	Amendments	Amended Budget 2015-16
BEGINNING BALANCE	\$ 15,506,011	\$ 11,201,712	\$ -	\$ 11,201,712
REVENUES:				
Ad valorem taxes	11,378,975	13,963,710	-	13,963,710
Non-property taxes	14,215,555	13,175,000	600,000	13,775,000
Franchise fees	2,828,419	2,680,000	-	2,680,000
Licenses and permits	1,011,223	820,200	-	820,200
Service fees	1,557,518	1,582,400	-	1,582,400
Fines and penalties	723,931	781,900	-	781,900
Interest earnings	20,992	30,000	-	30,000
Rental income	236,667	275,000	-	275,000
Other	118,743	58,905	-	58,905
TOTAL REVENUES	<u>32,092,020</u>	<u>33,367,115</u>	<u>600,000</u>	<u>33,967,115</u>
TOTAL RESOURCES AVAILABLE	<u>47,598,031</u>	<u>44,568,827</u>	<u>600,000</u>	<u>45,168,827</u>
EXPENDITURES:				
General government:				
City manager	1,082,260	1,302,565	(4,000)	1,298,565
Finance	905,409	1,231,286	229,000	1,460,286
General services	696,969	666,310	161,000	827,310
Municipal court	499,287	586,428	12,000	598,428
Human resources	555,909	583,959	9,000	592,959
Information technology	1,523,285	1,910,708	15,000	1,925,708
Combined services	839,567	1,390,980	(500,000)	890,980
Council projects	537,077	331,879	20,000	351,879
Public safety:				
Police	8,174,506	8,455,606	(176,000)	8,279,606
Emergency communications	1,217,615	1,468,483	-	1,468,483
Fire	6,479,302	6,808,772	21,000	6,829,772
Development services	962,584	1,211,637	16,000	1,227,637
Property Standards	-	172,656	4,000	176,656
Streets	1,727,403	2,060,482	(38,000)	2,022,482
Parks and recreation:				
Parks	3,103,939	3,463,320	48,000	3,511,320
Recreation	1,651,393	1,652,493	33,000	1,685,493
Transfer to Self Funded Project Fund	-	-	750,000	750,000
TOTAL EXPENDITURES	<u>29,956,503</u>	<u>33,297,564</u>	<u>600,000</u>	<u>33,897,564</u>
NET CHANGE IN OPERATIONS		69,551		69,551
OTHER FINANCING SOURCES (USES):				
Transfer from Hotel Fund		-		
Transfer to Other Funds	(4,015,000)	(15,000)	(327,000)	(342,000)
TOTAL OTHER FINANCING SOURCES (USES)	<u>(4,015,000)</u>	<u>(15,000)</u>	<u>(327,000)</u>	<u>(342,000)</u>
ENDING FUND BALANCE	<u>\$ 13,626,528</u>	<u>\$ 11,256,263</u>	<u>\$ (327,000)</u>	<u>\$ 10,929,263</u>

TOWN OF ADDISON
HOTEL SPECIAL REVENUE FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE
Amendments to the FY2015-2016 Budget

	Actual 2014-15	Budget 2015-16	Amendments	Amended Budget 2015-16
BEGINNING BALANCE	\$ 1,194,674	\$ 2,315,028	\$ -	\$ 2,315,028
REVENUES:				
Hotel/motel occupancy taxes	5,512,956	5,500,000	-	5,500,000
Proceeds from special events	1,014,650	2,045,717	1,357,600	3,403,317
Conference Centre rental	638,045	630,000	-	630,000
Visitor Centre rental	183,429	-	-	-
Theatre Centre rental	143,248	122,290	-	122,290
Interest earnings and other	19,719	10,000	-	10,000
TOTAL REVENUES	<u>7,512,047</u>	<u>8,308,007</u>	<u>1,357,600</u>	<u>9,665,607</u>
TOTAL AVAILABLE RESOURCES	<u>8,706,721</u>	<u>10,623,035</u>	<u>1,357,600</u>	<u>11,980,635</u>
EXPENDITURES:				
Visitor services		-		-
Visit Addison	765,286	400,000		400,000
Conference centre	959,139	1,216,466		1,216,466
Marketing	872,579	972,224	-	972,224
Special events	2,279,533	2,529,296	1,357,600	3,886,896
Performing arts	542,067	581,385	-	581,385
General Hotel Operations	36,310	107,263	-	107,263
TOTAL EXPENDITURES	<u>5,454,912</u>	<u>5,806,634</u>	<u>1,357,600</u>	<u>7,164,234</u>
OTHER FINANCING SOURCES (USES):				
Transfer to General Fund	-	-	-	-
Transfer to Other Funds	(1,211,082)	(1,257,124)	-	(1,257,124)
TOTAL OTHER FINANCING SOURCES (USES)	<u>(1,211,082)</u>	<u>(1,257,124)</u>	<u>-</u>	<u>(1,257,124)</u>
ENDING FUND BALANCE	<u>\$ 2,040,727</u>	<u>\$ 3,559,277</u>	<u>\$ -</u>	<u>\$ 3,559,276</u>

TOWN OF ADDISON
PEG FEE SPECIAL REVENUE FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE
Amendments to the FY2015-2016 Budget

	Actual 2014-15	Budget 2015-16	Estimated Amendments	Amended Budget 2015-16
BEGINNING BALANCE	\$ -	\$ -	\$ -	\$ -
REVENUES:				
Peg Fee Revenues	-	-	-	-
Interest earnings and other	-	-	-	-
TOTAL REVENUES	-	-	-	-
TOTAL AVAILABLE RESOURCES	-	-	-	-
EXPENDITURES:				
Supplies	-	-	-	-
Contractual services	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-
OTHER FINANCING SOURCES (USES):				
Transfer In (from General Fund)	-	-	327,000	327,000
ENDING BALANCE	\$ -	\$ -	\$ 327,000	\$ 327,000

TOWN OF ADDISON
SELF-FUNDED SPECIAL PROJECT FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE
Amendments to the FY2015-2016 Budget

	Actual 2014-15	Budget 2015-16	Estimated Amendments	Amended Budget 2015-16
BEGINNING BALANCE	\$ -	\$ -	\$ -	\$ -
REVENUES:				
Interest earnings and other	-	-	-	-
TOTAL REVENUES	-	-	-	-
TOTAL AVAILABLE RESOURCES	-	-	-	-
EXPENDITURES:				
Design and Engineering:				
Engineering and contractual services	-	-	-	-
Construction and equipment	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-
OTHER FINANCING SOURCES (USES):				
Transfer In from General Fund Savings	-	-	750,000	750,000
	-	-	750,000	750,000
NET CHANGE IN FUND BALANCE	-	-	750,000	750,000
ENDING BALANCE	\$ -	\$ -	\$ 750,000	\$ 750,000

Note: The balance in this fund is restricted for specific projects, with a one-year timeframe. For a detailed listing by project, see Exhibit H.

TOWN OF ADDISON
DETAIL OF RECOMMENDED FY 2015-16 BUDGET AMENDMENTS

Fund / Category	Revenues and Other Funding Sources/(Uses)	Expenditures					Total Department
		Personnel Services	Supplies	Maintenance	Contractual Services	Capital Outlay	
General Fund / Revenues							
Recognize higher than budgeted Sales Tax Revenues	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	-
Recognize higher than budgeted Beverage Tax Revenues	200,000	-	-	-	-	-	-
Total General Fund Revenues and Other Sources	\$ 600,000	\$ -	\$ -	\$ -	\$ -	\$ -	-
General Fund / Other Sources / Uses							
Transfer funds from General Fund Balance to the PEG Fund	(327,000)	-	-	-	-	-	-
Total General Fund Revenues and Other Sources	\$ (327,000)	\$ -	\$ -	\$ -	\$ -	\$ -	-
General Fund / City Manager							
City Manager Dept. Compensation Allocation	\$ -	\$ 16,000	\$ -	\$ -	\$ -	\$ -	16,000
Personnel Savings	-	(20,000)	-	-	-	-	(20,000)
Total City Manager	\$ -	\$ (4,000)	\$ -	\$ -	\$ -	\$ -	(4,000)
General Fund / Police							
Police Dept. Compensation Allocation	\$ -	\$ 174,000	\$ -	\$ -	\$ -	\$ -	174,000
Personnel Savings	-	(350,000)	-	-	-	-	(350,000)
Total Police	\$ -	\$ (176,000)	\$ -	\$ -	\$ -	\$ -	(176,000)
General Fund / Council Projects							
COSO Initiative Consulting	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -	20,000
Total Council Projects	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -	20,000
General Fund / Finance							
Finance Dept. Compensation Allocation	\$ -	\$ 29,000	\$ -	\$ -	\$ -	\$ -	29,000
Personnel (Staffing increase per COSO recommendation)	-	200,000	-	-	-	-	200,000
Total Finance	\$ -	\$ 229,000	\$ -	\$ -	\$ -	\$ -	229,000
General Fund / Municipal Court							
Municipal Court Dept. Compensation Allocation	\$ -	\$ 12,000	\$ -	\$ -	\$ -	\$ -	12,000
Total Municipal Court	\$ -	\$ 12,000	\$ -	\$ -	\$ -	\$ -	12,000
General Fund / Fire							
Personnel Savings	\$ -	\$ (100,000)	\$ -	\$ -	\$ -	\$ -	(100,000)
Fire Dept. Compensation Allocation	-	121,000	-	-	-	-	121,000
Total Fire	\$ -	\$ 21,000	\$ -	\$ -	\$ -	\$ -	21,000
General Fund / Development Services							
Developmental Services Dept. Compensation Allocation	\$ -	\$ 16,000	\$ -	\$ -	\$ -	\$ -	16,000
Total Development Services	\$ -	\$ 16,000	\$ -	\$ -	\$ -	\$ -	16,000

TOWN OF ADDISON
DETAIL OF RECOMMENDED FY 2015-16 BUDGET AMENDMENTS

Fund / Category	Revenues and Other Funding Sources/(Uses)	Expenditures					Total Department
		Personnel Services	Supplies	Maintenance	Contractual Services	Capital Outlay	
General Fund / Property Standards							
Property Standards Dept. Compensation Allocation	\$ -	\$ 4,000		\$ -	\$ -	\$ -	\$ 4,000
Total Code Enforcement	\$ -	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ 4,000
General Fund / IT							
Information Technology Dept. Compensation Allocation	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ 15,000
Total IT	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ 15,000
General Fund / Human Resources							
Human Resources Dept. Compensation Allocation	\$ -	\$ 9,000	\$ -	\$ -	\$ -	\$ -	\$ 9,000
Total Human Resources	\$ -	\$ 9,000	\$ -	\$ -	\$ -	\$ -	\$ 9,000
General Fund / Combined Services							
City Manager Dept. Compensation Allocation	\$ -	(16,000)	\$ -	\$ -	\$ -	\$ -	(16,000)
Finance Dept. Compensation Allocation	-	(29,000)	-	-	-	-	(29,000)
General Services Dept. Compensation Allocation	-	(11,000)	-	-	-	-	(11,000)
Municipal Court Dept. Compensation Allocation	-	(12,000)	-	-	-	-	(12,000)
Human Resources Dept. Compensation Allocation	-	(9,000)	-	-	-	-	(9,000)
Information Technology Dept. Compensation Allocation	-	(15,000)	-	-	-	-	(15,000)
Police Dept. Compensation Allocation	-	(174,000)	-	-	-	-	(174,000)
Fire Dept. Compensation Allocation	-	(121,000)	-	-	-	-	(121,000)
Developmental Services Dept. Compensation Allocation	-	(16,000)	-	-	-	-	(16,000)
Property Standards Dept. Compensation Allocation	-	(4,000)	-	-	-	-	(4,000)
Streets Dept. Compensation Allocation	-	(12,000)	-	-	-	-	(12,000)
Parks Dept. Compensation Allocation	-	(48,000)	-	-	-	-	(48,000)
Recreation Dept. Compensation Allocation	-	(33,000)	-	-	-	-	(33,000)
Total Combined Services	\$ -	\$ (500,000)	\$ -	\$ -	\$ -	\$ -	(500,000)
General Fund / General Services							
Personnel (Move Special Projects Mgr. to Gen. Services Assistant Dir.)	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000
General Services Dept. Compensation Allocation	-	11,000	-	-	-	-	11,000
Total General Services	\$ -	\$ 161,000	\$ -	\$ -	\$ -	\$ -	\$ 161,000
General Fund / Streets							
Streets Dept. Compensation Allocation	\$ -	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ 12,000
Personnel Savings	-	(50,000)	-	-	-	-	(50,000)
Total Streets	\$ -	\$ (38,000)	\$ -	\$ -	\$ -	\$ -	(38,000)
General Fund / Parks							
Parks Dept. Compensation Allocation	-	48,000	-	-	-	-	48,000
Total Parks	\$ -	\$ 48,000	\$ -	\$ -	\$ -	\$ -	\$ 48,000
General Fund / Rec							
Recreation Dept. Compensation Allocation	\$ -	\$ 33,000	\$ -	\$ -	\$ -	\$ -	\$ 33,000
Total Rec	\$ -	\$ 33,000	\$ -	\$ -	\$ -	\$ -	\$ 33,000
Total General Fund	\$ 273,000	(170,000)	-	-	20,000	\$ -	(150,000)

TOWN OF ADDISON
DETAIL OF RECOMMENDED FY 2015-16 BUDGET AMENDMENTS

Fund / Category	Revenues and Other Funding Sources/(Uses)	Expenditures					Total Department
		Personnel Services	Supplies	Maintenance	Contractual Services	Capital Outlay	
Hotel Fund / Special Events							
Tasty Buck Revenue Accounting Change - Taste Addison	\$ 282,000	\$ -	\$ -	\$ -	\$ -	\$ -	-
Tasty Buck Revenue Accounting Change - Oktoberfest	1,000,000	-	-	-	-	-	-
PPI Sponsorship Commission Revenue Accounting Change	75,600	-	-	-	-	-	-
Tasty Buck Redemption Expenditure Accounting Change - Taste Addison	-	-	-	282,000	-	-	282,000
Tasty Buck Redemption Expenditure Accounting Change - Oktoberfest	-	-	-	1,000,000	-	-	1,000,000
PPI Sponsorship Commission Expenditure Accounting Change	-	-	-	75,600	-	-	75,600
Total Special Events	\$ 1,357,600	\$ -	\$ -	\$ -	\$ 1,357,600	\$ -	\$ 1,357,600
Total Hotel Fund	\$ 1,357,600	\$ -	\$ -	\$ -	\$ 1,357,600	\$ -	\$ 1,357,600
PEG Fee Special Revenue Fund							
Transfer funds from General Fund Balance to the PEG Fund	\$ 327,000	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total PEG Fee Special Revenue Fund	\$ 327,000	\$ -	\$ -	\$ -	\$ -	\$ -	-
Self-Funded Special Projects Fund							
Transfer funds from General Fund Balance to the Self Funded Fund	\$ 750,000	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Self-Funded Special Projects Fund	\$ 750,000	\$ -	\$ -	\$ -	\$ -	\$ -	-

Work Session and Regular Meeting**Meeting Date:** 09/29/2016**Department:** City Manager

AGENDA CAPTION:

Hold A Public Hearing, Present, Discuss, And Consider Action On **The Housing Policy For The Town of Addison.**

BACKGROUND:

The City Council held discussions regarding the Town's current housing policy during the July 12th and August 23rd Council Meetings. Following those discussions, the Council directed staff to propose possible amendments to the existing policy and to establish a process for the community to provide input on any changes.

Through Council's conversation, staff heard that there is a desire by some Council Members to allow additional flexibility for the Town to consider housing developments that do not comply with the current housing policy, especially in regards to allowing apartments in certain locations. Accordingly, staff has proposed two possible revisions to the current policy for Council's consideration. These revisions can be found in the attached document called Proposed Housing Policy Revisions.

Additionally, staff has posted this item as a public hearing so that the community can provide feedback to the Council prior to approving any changes.

As background, the current Housing Policy, the Housing Workshop Report from which the Housing Policy was established, and the applicable chapters of the Town's Comprehensive Land Use Plan are also attached.

RECOMMENDATION:

Administration recommends approval.

Attachments

Comprehensive Land Use Plan

Housing Workshop Memo

Housing Policy Resolution

Proposed Housing Policy Revisions



TOWN OF ADDISON
COMPREHENSIVE PLAN
2013

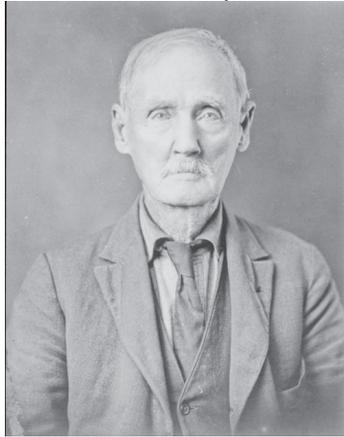
HISTORY OF THE TOWN



HISTORY OF THE TOWN

BEGINNINGS

The Town of Addison is located in an area once called Peters Colony. It was settled as early as 1846 when Preston Witt built a house on White Rock Creek. The area was not known as Addison until 1904. Addison was named after Addison Robertson, who was a Confederate War hero and served as the community's second postmaster from 1908-1916. In 1902, the first industry was introduced to Addison when a cotton gin was built on Addison Road, by the Pistole brothers.



Addison Robertson, the Community's second Postmaster and namesake

Transportation came to Addison in 1888 when the St. Louis, Southwestern Railway Company extended the Cotton Belt Line from Commerce, Texas to Fort Worth, Texas. Mr. W.W. Julian, an Addison landowner, donated one half-acre of land to the Railway Company so that it would establish a depot



The original "Town" of Addison. One building, the original Addison Bank, still stands along Broadway, formerly the only commercial area in the community.

in Addison. The depot established Addison as a center for commerce and drew stores, churches, and other businesses.

Like other rural communities, Addison originally had its own school system. The Addison School Building was built on Belt Line Road, which was then a dirt road, and served the community until 1954 when the Addison district merged with the Dallas Independent School District. The school, which was closed in 1964, now serves as the Addison Magic Time Machine Restaurant.

The City of Addison was incorporated on June 15, 1953, under an alder-manic form of government. In 1956 construction began on the Addison Airport, which was eventually purchased by the Town in 1975 using an FAA grant.

BOOM TOWN DAYS

In 1975, Addison was poised for growth. It had its own airport, and the Dallas North Tollway was being extended north toward the Town. Landowners in the community felt that it was time for Addison to take control of its fate and shape the new private investment and development that would undoubtedly follow the construction of the Tollway. Property owners realized that the Town lacked infrastructure to support quality development, and they realized that by discouraging, or simply ignoring growth, the Town was actually encouraging poor quality development.

In 1975, the Town elected new leadership, including a new Mayor, Jerry Redding. Mayor Redding and other Addison leaders realized that while the Town enjoyed a great location for commerce, it

had a limited amount of land on which to build tax base. They realized that given Addison's small population, it might be possible to hold a successful "local option" election and bring alcohol sales to Town. Addison leaders felt they had hit upon an industry that was tailor-made for Addison's Main-and-Main location at the intersection of Belt Line and the soon-to-be completed Dallas North Tollway.



Construction of the Dallas North Tollway through Addison. The Town paid to construct the Tollway underground so that it would not cut the community in half.

They held the local option election in 1975 and voted to allow packaged liquor sales and liquor-by-the-drink in Addison. Since most of the communities in all directions from Addison were



Addison was one of the few communities in the Metroplex to allow the sale of alcoholic beverages

still "dry," this progressive decision proved to be an enormous economic catalyst. However, the Council was determined to control the impact of that decision on the community, so it restricted the sales of packaged liquor sales to Inwood Road, south of Belt Line Road. The Council also required applicants wanting liquor-by-the-drink permits to have 60 percent of their sales receipts come from food sales. This requirement helped the Town develop an amazing group of quality restaurants and two large full-service hotels, and it shaped Addison as one of the foremost hotel and dining destinations in the Metroplex. Addison is still known as a premier restaurant community with over 166 restaurants that can seat over 20,000 patrons at one time.

Addison has long been committed to providing quality services and facilities to its residents. It established early, and has maintained, excellent response times for Police and Fire/EMS services. It also takes great pride in the quality of the built environment for both private sector properties and facilities built by the Town.



Residents stroll in Celestial Park in the Bellbrook neighborhood.

In 1987 the Town constructed the Addison Athletic Club, which includes a basketball court, workout facilities, racquetball courts, and both an

indoor and outdoor pool. All Addison residents pay a one-time \$10.00 fee for use of the facility. Addison also began a commitment to community life by sponsoring community events throughout the year. Today Addison's signature events: Kaboom Town, Oktoberfest, and Taste Addison, draw over 250,000 people a year to the Town. On a daily basis, Addison's 130 acres of parks and trails and Special Event facilities provide wonderful passive recreational opportunities, as well as a beautiful aesthetic quality for the Town.

REINVENTING

During the late 1970's and early 1980's, Addison experienced explosive growth, with new office buildings and restaurants being constructed on every corner. Then in 1988, Addison, like the rest of Texas, was hit by the Savings and Loan crisis and subsequent real estate market crash. Addison was particularly hard-hit because so much of its land was devoted to office and commercial uses. Once again, Addison officials, led by then-Mayor Lynn Spruill, realized the importance of taking control of the city's development as opposed to just riding out the boom and bust cycles of the real estate market. The Town formed a committee comprised of Council members, Addison residents and business people, as well as respected members of other communities. The group began a visioning process called 2020 Vision. The group analyzed Addison's strengths and weaknesses and developed a logical future for the Town, which has shaped the Town's development direction since 1991.

The group determined that Addison, with its unique location and restaurant/shopping/entertainment offerings, had the ability to become the urban housing and entertainment provider for the more than 100,000 people who worked along the Dallas North Tollway corridor. The group studied

the New Urbanism movement that was becoming a popular development format around the country, and believed that higher density multi-family, in a mixed-use environment with office and retail uses, was a good fit for Addison. The group believed that unique architecture and high-quality, long-lasting building materials would deliver a mixed use neighborhood that would enjoy a longer lifecycle than typical stand-alone garden apartment or office projects.

The Town Council tested its belief in new urbanist development on an 84-acre tract of raw land that lay between the Dallas North Tollway and Addison Road.



Addison Circle

It worked with Columbus Realty Trust (later sold to Post Properties) to develop Addison Circle, one of the first mixed-use developments in the country to be built on a green-field, suburban site. Addison Circle has been very successful and is a signature development for the Town. The many parks and plazas in Addison Circle draw residents from throughout the community, and Blueprints at Addison Circle, the Town's signature art piece, provides an instantly-recognizable icon for the Town.

CONTINUING THE VISION

Since 1991, the Town has been through other boom-bust real estate cycles, but it continues to believe in high-density, mixed-use development for both owner-occupied and rental housing. It



Towne Lakes townhomes

has been able to fill in small parcels of land with higher-density townhome developments such as the Towne Lake townhomes and Stanford Court Villas. Townhomes provide an attractive alternative to the many Addison residents who want to live in a home they own, but don't want a yard to maintain.

VITRUVIAN PARK

In 2007 the Town had another opportunity to partner with a developer on an urban neighborhood when UDR (formerly United Dominion Realty, a real estate investment trust) purchased 114 acres in the Brookhaven Club Drive area. UDR, knowing that Addison understood higher density and



Savoye and Savoye 2, the first developments in Vitruvian Park

mixed uses, purchased nine aging multi-family complexes and came to the Town with a plan for Vitruvian Park, a new community of 5,000 multi-family units. The redevelopment plan features a 12-acre park oriented along the creek that flows through the southern half of the property. UDR also purchased the Brookhaven Village Shopping Center and is working on a plan to tie the new residential units and the shopping center together in a unified development featuring walkable streets and connections between the apartments and the retail. Once again the Town partnered with the developer to construct and maintain the streets,

parks, and plazas.

LOOKING TO THE FUTURE

Addison is a young town when compared to many other cities in the Metroplex, and that is a mixed blessing. Its young age means that almost everything in Addison, including the Town's basic infrastructure of road, water lines, and public buildings, has been built since 1975. Therefore, the city is not required to devote a large portion of every annual budget to rebuilding and repairs. However, the amount it has to devote is steadily increasing as some major roads and water lines in the community need rebuilding. In addition, many buildings in Addison were constructed quickly to respond to a fleeting demand, and were built with more emphasis on cost than quality. Addison cannot boast of a great stone courthouse or great homes of architectural significance that other communities enjoy.

Iconic buildings of good quality bring character to a city, and they can be remodeled and reinvented time after time to serve as a catalyst for new development. Many buildings in Addison are almost 40 years old, and they are



Creek and Bridge behind Addison's Town Hall—one of the prettiest spots in Town

not aging gracefully. Addison has to compete for residents, businesses, and tax dollars with every other city in the Metroplex, and in an area where there is a seemingly endless amount of raw land,

newer communities further up the Tollway can draw private sector investment more easily than Addison can draw reinvestment.

For Addison to continue to thrive, it has to re-grow and redevelop within its fixed boundaries. The leaders of Addison recognize the challenge and begin the update to the Town's Comprehensive Plan with the intent to identify areas of Addison that need to be redeveloped and reinvented, as well as areas that need to be preserved and protected. Addison has always been the "little town that could" and it has proven that it will re-think, re-gear, and re-invent itself to keep the Town of Addison one of the premier communities in the Metroplex.

History and photos taken from "Addison Texas—a pictorial history, by Andrew T. Eades, copyright 2001.

COMMUNITY SNAPSHOT



COMMUNITY SNAPSHOT

LOCATION

Addison is a town of 4.35 square miles (2,787.05 acres) located in the Dallas North Tollway corridor. It lies just north of the Dallas North Tollway/Interstate 635 interchange, a major crossroads for the entire Dallas-Fort Worth metroplex. The Tollway corridor is home to multiple corporate office parks, many large, full-service hotels, scores of quality restaurants, and the prestigious Galleria Mall. The area commands a central location in reference to downtown Dallas, DFW International Airport, the Richardson telecommunications corridor, and the Plano Legacy corporate campus area.

Addison's convenient location and large concentration of well-paying jobs and commercial development has altered the traditional suburban pattern in which residential land uses, primarily single-family houses, are dominant. Instead Addison functions as an employment node and regional shopping center for the residents and businesses located in a "trade area" bordered on the east by Central Expressway (US 75) on the west by Interstate 35E, on the south by Interstate 635 (LBJ Freeway) and on the north by Highway 190, (President George Bush Turnpike).

FACTORS SHAPING GROWTH

Addison's growth has been impacted by several factors. The Town has extensive frontage on its eastern edge along the **Dallas North Tollway**, which has been a catalyst for real estate development and has strongly influenced Addison's growth. The Tollway provides direct access to downtown Dallas on the south and Highways 190 and 121 on the north. Addison has experienced

significant development activity on the Tollway corridor during the past 30 years, and the Tollway corridor continues to be a prime location for high-density office development and full service hotels.

Addison also has the properties on three corners of the **Belt Line Road/Dallas North Tollway** intersection, a Main-and-Main location in the North Dallas area for office buildings, restaurants, retail, and hotels.

The **Addison Airport** is a general aviation airport which is owned by the Town and is considered to be one of the community's greatest assets. The Addison Airport is a single runway facility and is ranked by the Federal Aviation Administration (FAA) as one of the busiest airports of its kind. The airport is used extensively by corporate executives who wish to conduct business in offices located in the North Dallas area.

The Airport is an asset to the Town, and in order to secure its ability to operate safely the Town has put two protective measures in place:

Noise Contours, which were established through a FAA Part 150 Study, extend along the sides and off of both ends of the runway. Properties within the Noise Contours experience a Day-Night Average Noise Level (DNL) of between 65-85 decibels. The Town prohibits single and multi-family residential development within the Noise Contours.

Imaginary Surfaces, which were established through a FAA Part 77 Study, project imaginary surfaces from the sides and ends of the runway.

The imaginary surfaces establish height limits around the runway that allow aircraft to land and take off safely. The Town limits the height of buildings around the runway to protect both the users of the airport and the people in buildings around it.

The noise and height challenges have been a mixed blessing through the Town's history, for while they have prohibited residential development in some areas, the business generated by the Airport has attracted commercial development.

Addison is located within two school districts: **The Dallas Independent School District (DISD)** and the **Carrollton-Farmers Branch Independent School District (CFBISD)**. The fact that Addison is split between two districts, and the fact that most of the city is part of a large urban school district has caused it to be a less attractive location for a large number of families who choose their home based on where their children will attend schools. Until 2011, Addison did not have a public school within its boundaries. However, in August of 2011, DISD opened the George Herbert Walker Bush Elementary School on Spring Valley Road, which provides a local school for grades K-5th. While Addison has limited offerings for public schools, it is home to two of two large and well-established private schools: The Greenhill School and the Trinity Christian Academy. It also has other private schools, such as the Parish Episcopal School and Jesuit Preparatory School, close by.

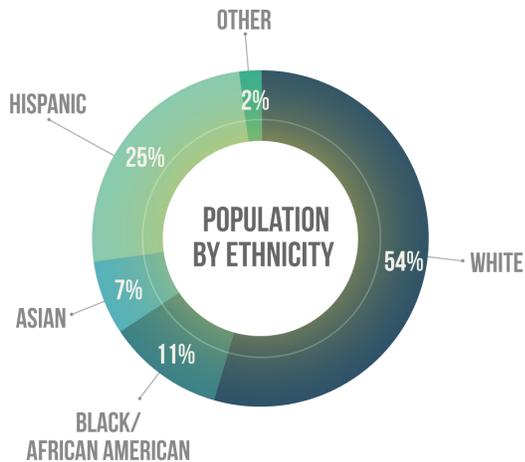
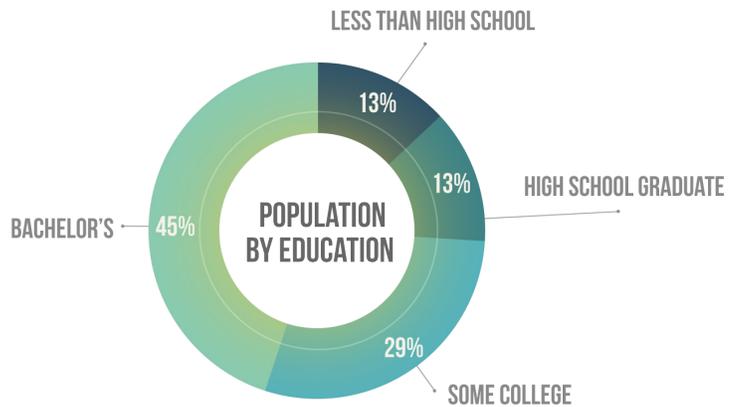
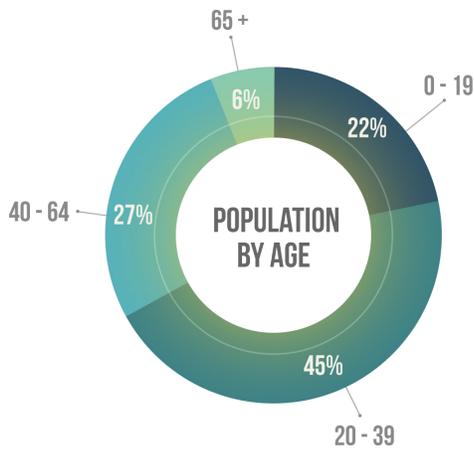
Since 1975, Addison has permitted the sale of alcoholic beverages for on-premises consumption, and the sale of beer, wine, and distilled spirits for off-premises consumption. Addison's decision, early in its development, to allow the sale of alcoholic beverages had a dramatic impact on its development. The Town's ability to have "liquor by the drink", long before other suburbs, coupled with its convenient location, drew two large full-service hotels to the city in the early 1980s. The Dallas Marriott Quorum and the Registry Hotel (now the Intercontinental Hotel) provided an immediate drawing card for high-density office uses, and the many employees housed in high-density office buildings provided diners for restaurants at lunch, and the sale of liquor by the drink gave the restaurants a healthy dinner business. The cluster of restaurants in Addison was unrivaled by any other city in the Dallas-Fort Worth region, and made Addison famous nation-wide as a proving ground for new restaurant concepts.

Since the late 1990s, the extension of the Dallas North Tollway to Highway 121 has caused the development of other restaurant clusters, and other communities have voted in the sale of alcoholic beverages for both on and off-premises consumption. However, restaurants are still Addison's foremost retail business. The Town currently has 166 full-service restaurants offering every conceivable type of cuisine.

FACTS & FIGURES

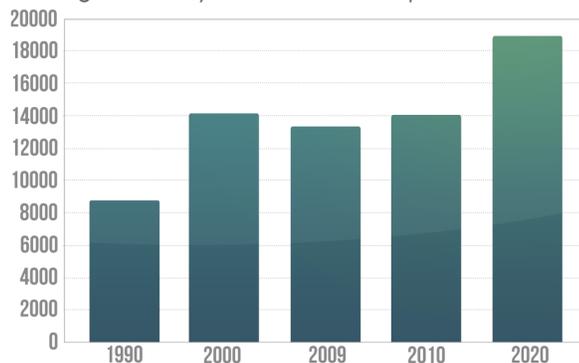
2010 POPULATION:	13,062
2011 ASSESSED VALUE:	\$3,028,042,600
POPULATION BY GENDER	
MALE:	49.8%
FEMALE:	50.2%
MEDIAN AGE:	32.5 YEARS
MEDIAN HOUSEHOLD INCOME:	\$53,790
NUMBER OF HOUSING UNITS:	8,804
TOTAL EMPLOYMENT IN ADDISON:	45,649
AREA OF TOWN:	4.35 SQ. MI.

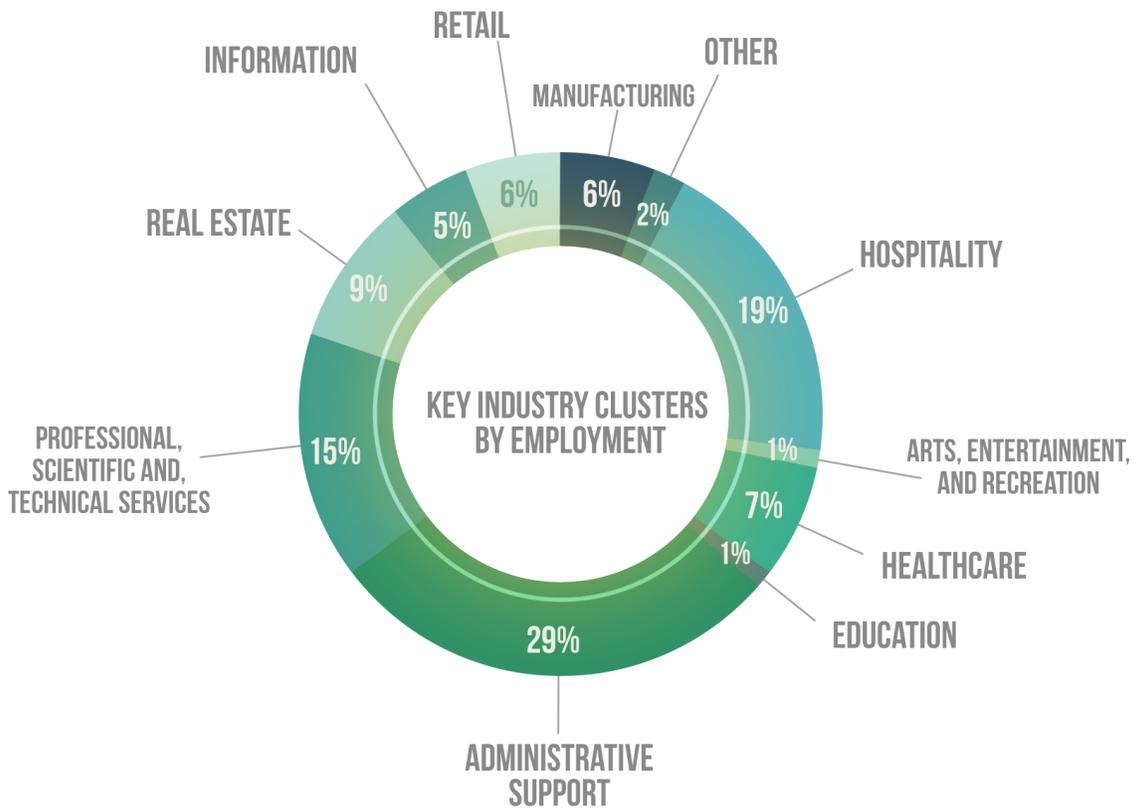
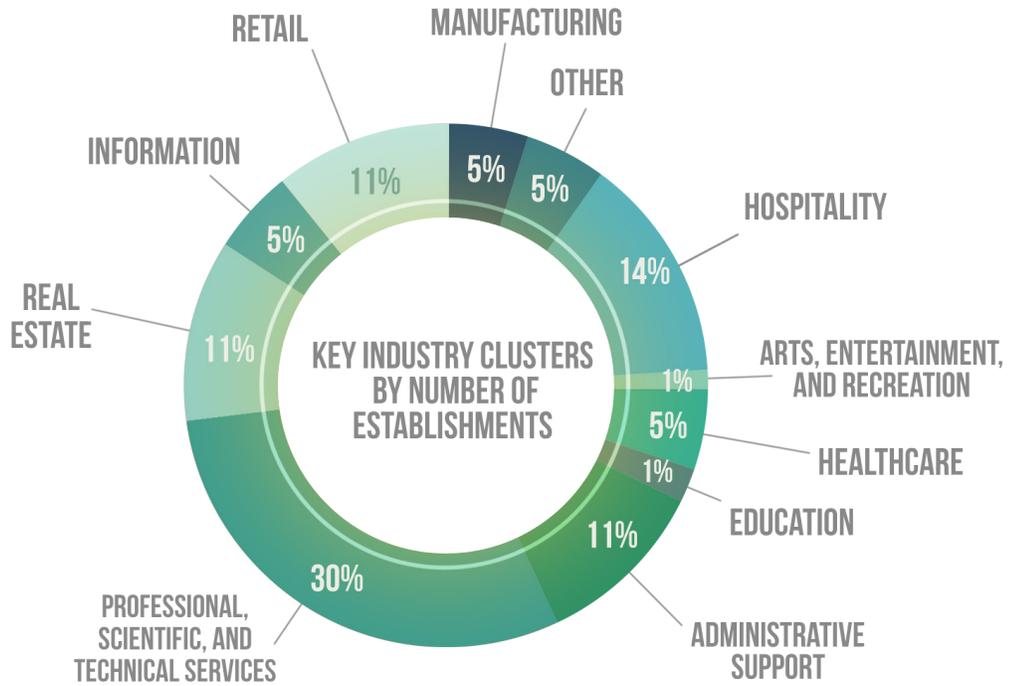
DEVELOPABLE LAND REMAINING:	5%
HOUSING UNITS:	8,826 TOTAL
OWNER OCCUPIED:	2,269 UNITS
	25.5%
	1.792 PER UNIT
RENTER OCCUPIED:	6,558 UNITS
	74.5%
	1.763 PER UNIT
EDUCATION:	45% WITH A BACHELOR'S DEGREE OR HIGHER



POPULATION TREND

Multi-family redevelopment meant a brief decline in population, but is back on an upswing with new higher density residential developments in Addison.





ADDISON'S TOP TEN LARGEST EMPLOYERS

COMPANY	LOCATION	JOBS	INDUSTRY
BANK OF AMERICA (MBNA)	16001 NORTH DALLAS PARKWAY	3,400	FINANCE
MARY KAY COSMETICS	16251 NORTH DALLAS PARKWAY	1,070	COSMETICS
NATIONAL DEFAULT EXCHANGE MANAGEMENT	15000 SURVEYOR BLVD	566	MORTGAGE
REXEL	14951 NORTH DALLAS PARKWAY	550	INDUSTRIAL SUPPLY
AMERICAN HOME MORTGAGE SERVICING	16675 ADDISON ROAD	500	MORTGAGE
UNITED SURGICAL PARTNERS INTERNATIONAL	15305 NORTH DALLAS PARKWAY	360	MEDICAL
CONCENTRA OPERATING CORPORATION	5080 SPECTRUM DRIVE	321	MEDICAL
GLAZER'S FAMILY OF COMPANIES	14911 QOURUM DRIVE	280	SPIRITS
GREENHILL SCHOOL	4141 SPRING VALLEY ROAD	256	EDUCATION

ELEMENTS OF THE TOWN



LAND USE - RESIDENTIAL

RESIDENTIAL IN ALL SHAPES AND SIZES

The Town of Addison is often described as an “enclave community” Dictionary.com defines an enclave as any small, distinct area or group enclosed or isolated within a larger one. Addison is enclosed by other cities: Dallas on the east and north, Carrollton on the west, Farmers Branch on the south. Yet it is distinctly different from any of those other communities. Addison began as the other



Aventura Condominiums

cities around it, a rural community with a small nucleus of retail along a train track. Yet Addison did not build

an early population base. Even though Addison was located on Belt Line Road, a major arterial road that circled all of Dallas County, it stayed small, with little development except for the airport. In the early 1970s it was determined that the Dallas North Tollway would come through the Town, and at that point, commercial developers, sensing a good location in the making, began to buy up sites along the proposed Tollway route, and along Belt Line Road. Once the Town voted in alcoholic beverage sales, growth came quickly to the Town, but it was commercial and retail growth.

OWNER OCCUPIED

As Addison began to develop as a destination for business, hotels, and dining, its owner-occupied residential growth lagged behind the commercial growth. It's residential growth, or lack of it, was initially shaped by the Addison Airport, which

required a lot of land for both the runway and the clear zone around it, and was not particularly pleasant to live around. The Airport also had noise and height restrictions that made many parts of the city unavailable for residential growth. Then in the 1970s, the Dallas Independent School District was desegregated, giving rise to large-scale migrations of families that fueled much of the suburban growth in the communities surrounding Addison such as Richardson, Carrollton, Farmers Branch, and Plano. While single-family development boomed in those cities, Addison, which was in the DISD, was viewed as a less desirable location for traditional single-family residential development.

However, as Addison's commercial base began to grow and include upscale hotels and fine restaurants, it's many benefits became apparent. It had an excellent location relative to both the Dallas-Fort Worth International Airport and Love Field. It was close to well-paying jobs that were developing in new mid-rise office buildings at the intersection of the LBJ Freeway and the Dallas North Tollway, and along the Tollway itself. It had easy access to Interstate 35E and Highway 75 (Central Expressway). It was also close to three of the largest retail malls in the Metroplex: Valley View Mall, Prestonwood Mall (since closed), and Galleria Mall. Addison's excellent location, great shopping, and many restaurants made it ideal for a young and energetic population that fell into three basic demographic groups: empty nesters (couples with grown kids), single, young urban professionals (Yuppies), and double-income no-kids couples (DINKS).

The demographic groups that were drawn to

Addison impacted its housing stock. Addison has smaller lot sizes and smaller houses than other suburbs such as Richardson and Plano. It's population wanted good quality, smaller homes with low-maintenance yards, and that is the

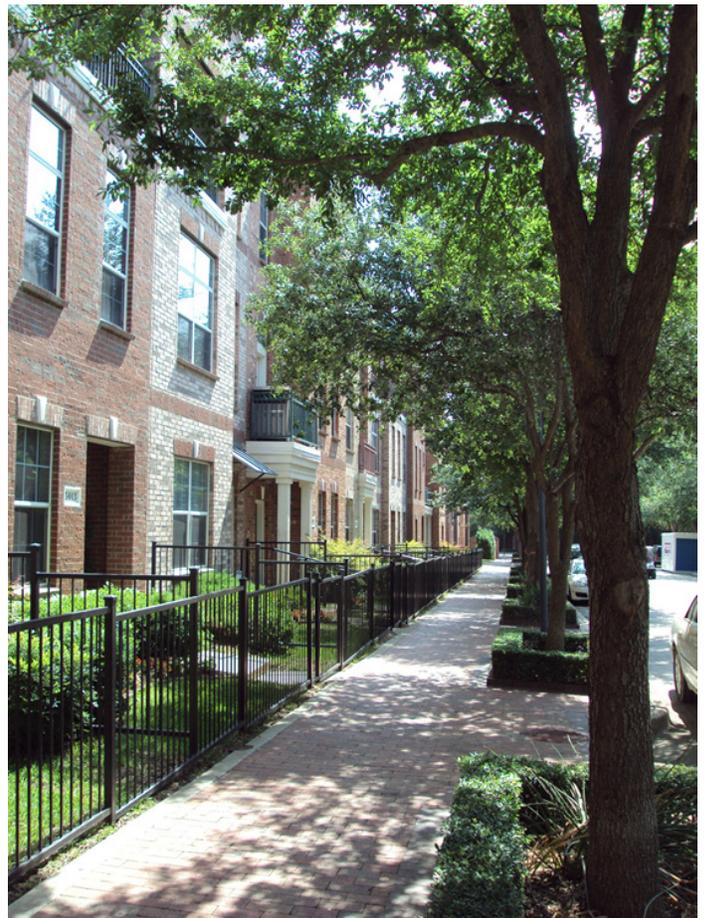


Oaks North patio home

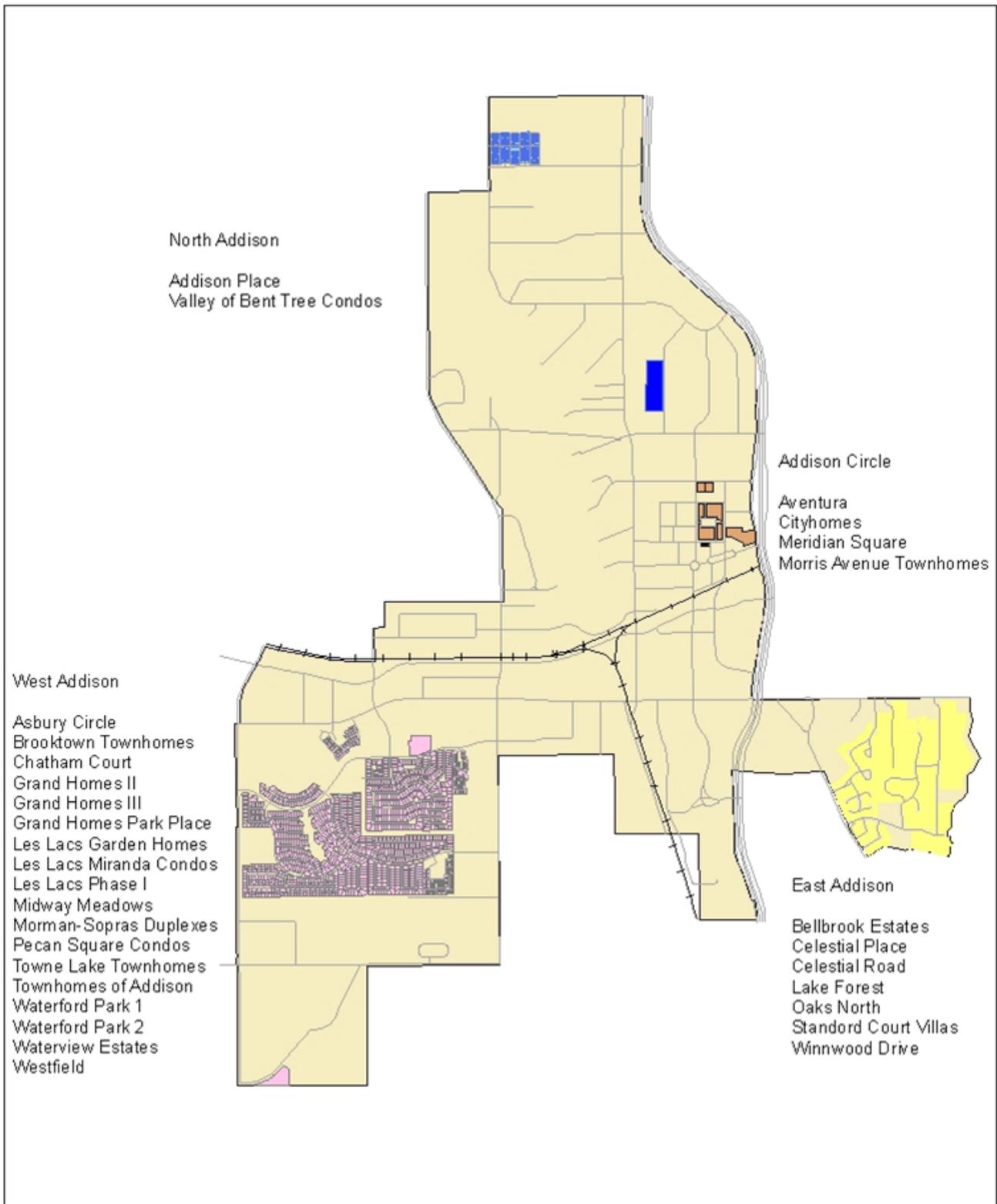
product that homebuilders delivered. While there are some very large lots in the Winnwood-Celestial area, Addison is predominantly a community of patio homes. The smaller 50' x 100' lots, as well as attached townhomes and condominiums, suit Addison's mobile and busy population. The shape of the Town and the noise contours for the Addison Airport caused residential growth to happen in "pockets" on the east, west, and north edges of the Town. Within the three pockets, there are distinct neighborhoods with a mixture of housing densities. The small neighborhoods make Addison a friendly place to live and one where neighbors know one another.

Since its early days, the Town's municipal services to residents, and particularly to homeowners, have been exemplary. The Addison Way, as it is known, describes the above-and-beyond service that is given to residents by all municipal departments be it Police, Fire, Parks, Utilities, or the City Manager's office. Exemplary services include

free, on-demand pick-up of brush and bulk items, free library services to both the Dallas and Farmers Branch Library systems, "close patrol" by the Police Department when residents go out of Town, and the Town's maintenance of all landscaped medians and perimeter plantings in the neighborhoods. The Homeowners in Addison feel that they live in a small town in the middle of a big city, an enclave in which they know all their neighbors and know the names of the Police officers that patrol their neighborhoods. Homeowners also feel that their voices are heard and their opinions matter in how the Town is run, and each one of them can, if they choose, get involved in the Town and make a difference in the quality of life in Addison.



Addison Circle Townhomes



Single-Family Neighborhoods Map

 Addison Circle	 North Addison
 East Addison	 West Addison

0 1,050 2,100 4,200 6,300 8,400 Feet



The Addison Athletic Club, originally opened in 1987 and expanded to include an outdoor pool in 2003, provides all Addison residents a country-club level facility that includes work-out equipment,



Athletic Club Outdoor Pool

a gymnasium, indoor and outdoor pools, racquetball courts, meeting rooms, and a child care facility. The facility is free to all Addison residents and is limited to residents only. The Athletic Club

facility is tailored to Addison’s population. It is more like a full-service commercial fitness facility than a traditional neighborhood recreation center. The Athletic Club also provides a venue for residents to meet one another and see their neighbors and friends. It is also the site of the Town’s community garden, which allows residents who live on small lots to grow their own vegetables.

In the 1991 Comprehensive Plan, the Town set a goal for housing:

“Expand the residential population of Addison by offering new housing opportunities including a range of new product types. Provide opportunities for the construction of a mix of housing types for person of diverse economic groupings.”

The Town has certainly fulfilled that goal. Today Addison provides 9,363 homes in every size and level of affordability. While there are some traditional families who choose Addison for the convenient location, excellent city services, and access to private schools, the majority of Addison’s households do not have children living in the

home. Addison is widely regarded as an attractive alternative for the many people in the Metroplex who want to live in an exciting urban environment, not a typical “bedroom community.” The on-going challenge for the Town will be in keeping Addison’s small-town “enclave” feel and maintaining and enhancing the Town’s wonderful residential neighborhoods.

OWNER-OCCUPIED HOMES

LARGE LOT

(12,000 SQ. FT. OR LARGER) DETACHED

NUMBER OF UNITS

PERCENTAGE

BELLBROOK ESTATES

47

CELESTIAL ROAD LOTS

8

LAKE FOREST LOTS

18

WINNWOOD DRIVE LOTS

33

TOTAL

106

5%

SMALL LOT

(12,000 SQ. FT. OR LESS) DETACHED

ADDISON PLACE

174

CELESTIAL PLACE

22

CHATHAM COURT,
CAMDEN-CHANCEY

47

GRAND HOMES II,
SOUTH OF LES LACS AVENUE

167

LES LACS GARDEN HOMES,
RIVE AZURE, CANOT

218

LES LACS PHASE I,
LEXUS-SHERRY-LAKECREST

47

MIDWAY MEADOWS

218

OAKS NORTH

118

WATERFORD PARK 1,
EAST SIDE OF LAKE

65

WATERFORD PARK 2,
WEST SIDE OF LAKE

117

WATERVIEW ESTATES,
WATERVIEW CIRCLE

49

WESTFIELD,
HERITAGE-VINTAGE

41

TOTAL

1,283

56%

OWNER-OCCUPIED HOMES CONT.

DUPLEXES AND ATTACHED TOWNHOMES	NUMBER OF UNITS	PERCENTAGE
ASBURY CIRCLE	72	
BROOKTOWN TOWNHOMES	39	
CITYHOMES	183	
MERIDIAN SQUARE	52	
MORMAN-SOPRAS DUPLEXES	88	
MORRIS AVENUE TOWNHOMES	6	
STANFORD COURT VILLAS	19	
TOWNE LAKE TOWNHOMES	63	
TOWNHOMES OF ADDISON	93	
TOTAL	615	26%
CONDOMINIUMS		
ADVENTURA	86	
LES LACS MIRADA CONDOS	44	
PECAN SQUARE CONDOS	63	
VALLEY OF BENT TREES CONDOS	102	
TOTAL	295	13%
TOTAL OWNER-OCCUPIED HOMES	2,299	100%

At this point in Addison's development, all of the available single-family land has been built out. There are no more lots available and no more raw land that could be developed as traditional one-home-on-one lot subdivisions. The limited number of homes may be one of the reasons owner-occupied homes in Addison enjoy good property values. They are typically valued at a higher price per square foot than similar homes in neighboring communities. When homes in Addison come on the market, they sell quickly and generally for close to asking price. The continued value of the neighborhoods is a testament to several factors: Addison is a good location, the services are excellent, it is a safe community, and its streets and parks are attractive and well-maintained. There might be some additional areas that could be rezoned and redeveloped for townhome or condominium development, but Addison does not feel the need to add more residents just for the sake of boosting the population and does not want to sacrifice the quality of its owner-occupied housing for quantity.

The Town recognizes that attractive and viable residential neighborhoods are not a gift, but an obligation. Neighborhoods must be constantly protected, managed, and maintained. Addison has always made an excellent commitment to the quality of its neighborhoods. The Town's Parks Department maintains all entrances to the neighborhoods and all islands, plazas, and common areas within neighborhoods. The Town does not want maintenance left to homeowners' associations that might not keep it up to the standard that Addison residents expect. In addition, the Town works diligently to keep the streets in all neighborhoods in good repair and the curbs clean by providing weekly brush and bulk item pick-up, as well as on-call brush pick-up. The Town's Code Enforcement

division patrols neighborhoods and responds to complaints about home maintenance issues, and works with homeowners and neighborhood associations to keep individual homes maintained. The neighborhoods are constantly patrolled by Addison Police personnel who manage and monitor traffic in the neighborhoods, and Addison's residential fire-sprinkler ordinance requires that all homes in Addison constructed after 1992 be provided with emergency fire sprinkler systems, which substantially reduces the threat of having one or more homes burned out by fire.

Addison currently has good quality owner-occupied housing stock that is viable, attractive, and well-maintained. The Town should commit to keeping its homes and neighborhoods viable and maintaining the property values by keeping up with maintenance, linking neighborhoods together to help residents connect with their neighbors, and where possible, expanding and improving neighborhood entrances, lighting, and landscaped common areas within the neighborhoods.

GOAL: Recognize that quality of neighborhoods should not be sacrificed for quantity. Keep the owner-occupied housing stock in Addison at its current level, and keep the neighborhoods competitive by ensuring they remain safe, well-maintained, and attractive.

OBJECTIVES:

1. Keep properties in the neighborhoods well-maintained.

STRATEGY: Maintain an active Code Enforcement program to keep individual homes and yards maintained to an acceptable standard.

2. Enhance existing neighborhood infrastructure when possible.

STRATEGY: Institute an annual program for assessing quality and useful life of neighborhood amenities, and allocate funds for replacement , additions, or remodels as needed.

3. Provide pedestrian connections within the neighborhoods, between neighborhoods, and from neighborhoods to local services and amenities such as retail uses and recreational facilities.

STRATEGY: Require pedestrian connections for any new neighborhoods or redevelopments and include connections from neighborhoods into the Master Trail Plan.

RENTER OCCUPIED

Addison’s first residential developments were multi-family complexes built in the late 1960s in the Brookhaven Club Drive area (now Vitruvian Park). Some of those early complexes are still operating and providing homes to Addison residents. The Town has always had a substantially larger population of multi-family renters than a typical suburb. At present, 76% of Addison’s residents live in multi-family as compared to 24% in owner-occupied housing.

Multi-family residents also enjoy the Town’s enhanced level of service and benefits such as free membership to the Addison Athletic Club and free library access to the libraries in Farmers Branch and Dallas. The Town extends its philosophy of building neighborhoods—not just projects, to its multi-family

communities and provides a park and open space amenity as close as possible to every complex. The Town has three multi-family areas with a variety



A courtyard in Addison Circle

of densities: Addison Circle, North Addison, and Vitruvian Park.

ADDISON CIRCLE

In 1991 the Town conducted a strategic planning effort called Vision 2020. During that effort, the Town’s staff and the Vision 2020 Group embarked on a thorough study of the existing multi-family



Beckert Park in Addison Circle

product in Addison and throughout the Metroplex. The committee determined that the standard “garden” apartment, which was constructed at

a density of 18-24 units per acre, had a product life-cycle of about 25 years, and for the last 10 of those years, it was in decline. Developers typically used multi-family complexes as a way to “warehouse” land with the hope that it would ultimately be developed for a higher use, such as an office building. They typically used cheap materials, such as wood siding and stucco, and built the apartments to be “exterior loaded” (like a roadside motel). Addison had several complexes that had reached the end of their viable life cycle, but there was not any plan to tear them down and redevelop them. They were simply renting for less and less, and deteriorating to the point that they did not provide safe, decent housing.

The staff investigated multi-family complexes in other parts of the United States and Europe and after looking at several older models in cities such as Boston, Chicago, and New York, it decided that deterioration in multi-family was not inevitable, but was a result of product design.

The staff and Vision 2020 group felt that the first things to deteriorate on low-density garden apartments were the asphalt parking lots and exterior doors and balconies. They felt that a higher density product, for example 66 to 100 units per acre, would force developers to build parking garages rather than surface lots, and require them to go to interior-loaded corridors (like an urban hotel), which would show less wear-and-tear than the exterior doors prevalent in the garden-style product. The committee also felt that requiring developers to build brick facades, as opposed to stucco or wood siding, would provide a higher-quality product. The Group determined that allowing developers to build at a higher density would allow them to build a better product—one that would not simply warehouse land, but be a

highest and best use with a life-cycle of 50 years or more.

The Committee determined that it would lead Addison in a controversial new direction. While every suburb in the area was fighting against multi-



Bosque Park in Addison Circle

family projects and insisting on lower densities, Addison would embrace them and insist on higher densities.

The Town Council adopted the new philosophy and found a chance to test it on Addison Circle. The Town identified an 86-acre raw land site adjacent to the Tollway and instructed the staff to seek out a developer to build a high-density, mixed-use development with a substantial multi-family base. High density multi-family on a raw land site in the suburbs was unheard of at that time and would be a risk for any developer. The Council, realizing that a developer would need an incentive, agreed to construct all the streets, parks, and plazas in the new development, and provide Town maintenance of all streets, parks, and plazas. That provided a “kick start” to the development and assured that all neighborhood amenities would be maintained to an Addison standard, and more importantly, they would be public and useable by all residents and

visitors to Addison. In 1996 construction began on the first multi-family project. Today Addison Circle is almost built-out and contains:

MULTI-FAMILY UNITS	2,141 UNITS
TOWNHOMES/ CONDOMINIUM UNITS	407 UNITS
OFFICE BUILDINGS	2 BUILDINGS CONTAINING 550,000 SQ. FT.
RETAIL/RESTAURANT	6 RESTAURANTS AND 75,000 SQ. FT.

The Town provided over \$11,000,000.00 in infrastructure improvements which include a major public art work, Blueprints at Addison Circle, five parks and over a dozen tree-lined streets. Addison Circle has been a desirable place to live for renters in the north Dallas corridor since the first building was completed in 1997. It continues to draw good occupancies at the top of the rental market. It has won numerous design awards, and is an Urban Land Institute case study on mixed-use development. The staff has provided countless tours to planners and city officials from all over the world who marvel not only at the Town's decision to seek higher densities, but at its ability to actually make the project happen.

NORTH ADDISON

The Ledgesmont Lane area contains most of the Town's stock of low-density garden apartments. There are 1,326 units on the east and west sides of Ledgesmont Lane. Those units abut Quorum Park

to the east and have immediate access to it. They are known as the Bent Tree units because all four complexes have the term Bent Tree in their names. They were constructed in the early 1980s, and while they are no longer at the top of the rental market, they have been very well maintained and provide an affordable housing product for the Town.



Bent Tree Trails Apartments

The Code Enforcement staff works diligently with the various managers of the complexes to see they are well maintained. Further north up Addison Road are two more complexes: Bent Tree Park and Bent Tree Gardens. These complexes were also built in the 1980s and are also garden-style products in the 18-20 units per acre range. At the very north edge of the Town is the Camden Addison complex. It contains 456 garden units and is bordered on the south edge by the North Addison Linear Park. The developer of the Camden Addison provided the land and funded the improvements for the North Addison Linear Park in order to provide a buffer between the project and the adjacent Addison Place subdivision and the Trinity Christian Academy. These garden-style units allow Addison to offer a variety of housing types for multi-family residents. However, the Town has to continue to be diligent about helping the complex owners keep these units

viable, safe, and well-maintained.

VITRUVIAN PARK/WEST ADDISON

The Town continues to believe that *more density-not less* is the right course for Addison, and in 2007 it embarked on its most ambitious project using its high-density approach. Addison, known among developers in the area for its density-friendly philosophy, attracted the notice of UDR, a multi-family REIT (Real Estate Investment Trust). UDR purchased the aging and very deteriorated Greenhaven complex in the Brookhaven Club area with the thought of rehabilitating it, but soon determined that it could not justify the remodel because it could not get higher rents when the other complexes around the Greenhaven were in as bad or worse shape. UDR determined that it could buy the other eight complexes in the area and approached the Town about a total redevelopment scheme. The Town encouraged UDR to rebuild at higher densities and incorporate the adjacent Greenhaven Village shopping center, Town trail system, and Brookhaven Community College into the plan.

The result is Vitruvian Park, a 114-acre mixed use development featuring a multi-family base. At present, there are two completed complexes (Savoie and Savoye 2) totaling 739 units and another 391-unit complex (Fiori) under construction.

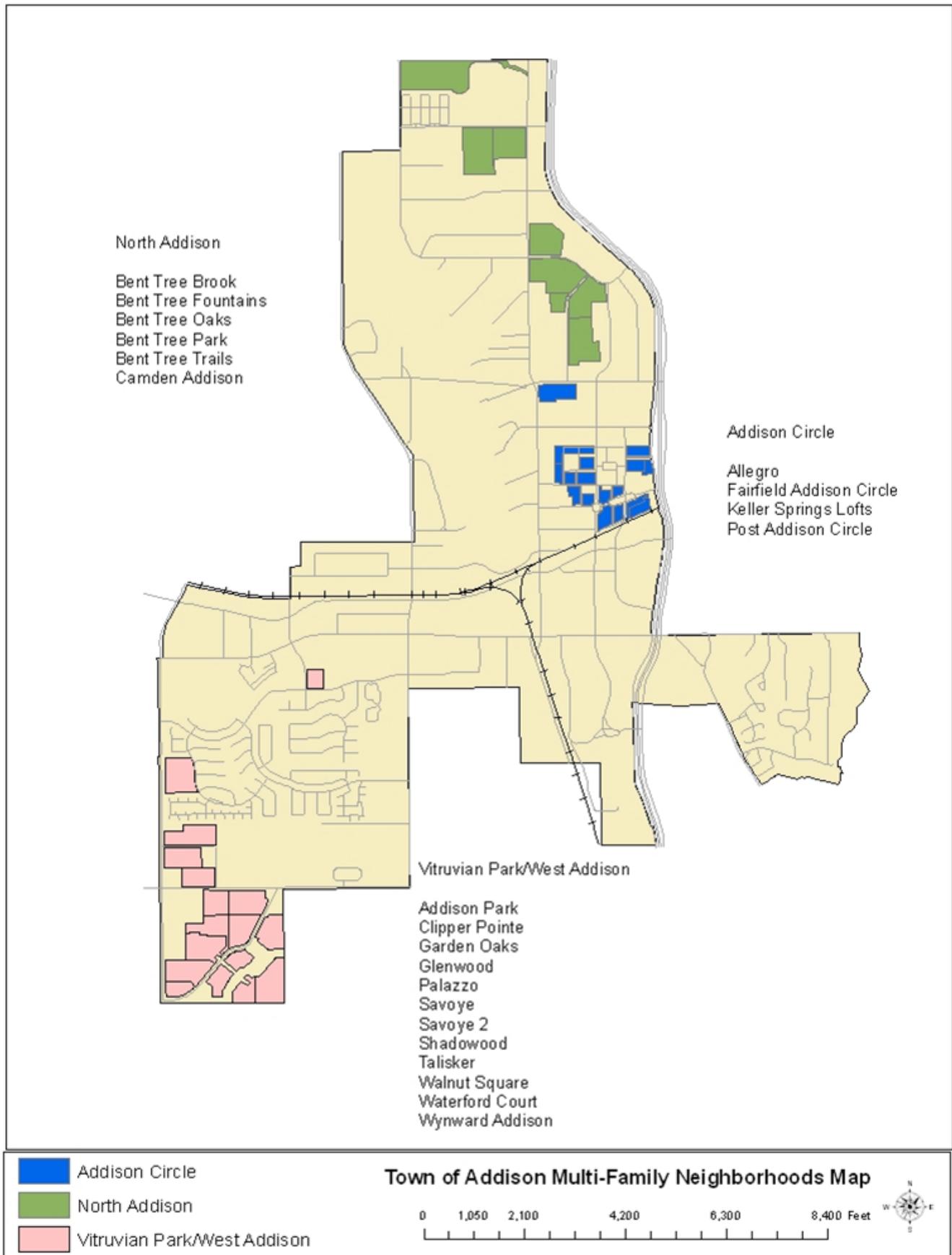


Savoie and Savoye II

Once again, the Town funded the infrastructure so that all parks and open spaces could be developed and maintained to the Town's standard, and open and available to the public at all times. The first phase of the Vitruvian infrastructure was a 12-acre creekside park complete with two signature bridges, a plaza, fountains, and an amphitheater.



Vitruvian Park Master Plan



To date, the development in Vitruvian Park has all taken place south of Vitruvian Way, the street that bisects the property from Marsh Lane to Spring Valley Road. North of Vitruvian Way there are approximately 1,000 of the original Brookhaven Club neighborhood multi-family units, which are at densities of 18-20 units per acre. The complexes

are all owned by UDR and are scheduled to be torn down at some point and replaced with new, higher-density units, retail shops, and green spaces. There are also three complexes of garden apartments (Shadowood, Wynward Addison, and Addison Park) that are north of Spring Valley Road and were not purchased by UDR.

RENTER-OCCUPIED HOMES

NAME OF COMPLEX	STREET ADDRESS	NUMBER OF UNITS
ADDISON PARK	14600 MARSH LANE	212
ALLEGRO ADDISON PARK	15750 SPECTRUM DRIVE	393
BENT TREET BROOK	4820 WESTGROVE DRIVE	248
BENT TREE FOUNTAINS	16400 LEDGEMONT LANE	184
BENT TREE OAKS	4815 WESTGROVE DRIVE	196
BENT TREE PARK	4500 SOJOURN DRIVE	496
BENT TREE TRAILS	16300 LEDGEMONT LANE	202
CAMDEN ADDISON	17200 WESTGROVE DRIVE	456
CLIPPER POINT	4015 VITRUVIAN WAY	260
FAIRFIELD ADDISON CIRCLE	15700 QUORUM DRIVE	414
FIORI	3990 VITRUVIAN WAY	391
GARDEN OAKS	4005 VITRUVIAN WAY	181
GLENWOOD	3800 SPRING VALLEY ROAD	168
KELLER SPRINGS LOFTS	3800 KELLER SPRINGS ROAD	353
POST ADDISON CIRCLE	5009 ADDISON CIRCLE DRIVE	1,334
SAVOYE	3850 VITRUVIAN WAY	392
SAVOYE2	3875 PONTE AVENUE	347
SPRINGHAVEN	3820 SPRING VALLEY ROAD	184
SHADOWOOD	14500 MARSH LANE	184
TALISKER	3925 VITRUVIAN WAY	201
WALNUT SQUARE	4051 BELTWAY DRIVE	57
WATERFORD COURT	14700 MARSH LANE	196
WYNWARD ADDISON	3721 SPRING VALLEY ROAD	136
TOTAL		7,185

As noted both in this section and in the Town History section, Addison has different ideas about housing than its neighboring cities. It is an enclave for both higher-density owner-occupied and higher-density renter-occupied homes. The Town believes higher densities make several good things possible:

- They use land efficiently. Land in Addison is scarce and expensive. Higher densities do not waste land with heat-producing surface parking lots, but force multi-family developers to build parking structures.
- They waste less green space. Addison prefers to concentrate its grass and trees into meaningful open spaces rather than have scraps of landscaping tucked between garden apartment buildings or in side yards between single-family lots.
- Buildings can be constructed of better quality materials and have a longer life. Addison has already witnessed the staying power of the higher-density multi-family that was constructed in Addison Circle. The buildings have held up very well over the 15 years they have been constructed and are still sought after by tenants.
- They allow concentrations of population that make mass transit feasible. Higher densities provide populations that can ride transit. Addison Circle is a “transit-ready” development. It is built adjacent to the Cotton Belt rail line that is in the Dallas Area Rapid Transit (DART) system plan. Even though the train line is in the plan, it will take many years to get it constructed to Addison. However, Addison Circle has a density that will allow

residents to live there and walk to mass transit. Very few locations in the Metroplex can boast of a density and location that is designed to work with mass transit.

- They encourage healthier life-styles. The Town attempts to connect all residential neighborhoods to common open spaces, to each other, and to adjacent retail areas so that residents can walk or bicycle to neighborhood amenities.
- They allow more people to live within Addison’s small area and limited boundaries, thus providing more consumers for Addison’s stores and restaurants and more employees for the jobs located within the Town.

Addison does not plan to build any more garden-style, low-density rental units, but will insist on higher densities and a mix of uses for any new developments, or redevelopments of existing multi-family properties. The Town also believes strongly in the idea that any home in Addison should be located within a neighborhood which provides recreational and social amenities such as a trail, park, plaza, or open space, and where possible, a pedestrian connection to other neighborhoods and to local retail uses. Pedestrian connections provide an important way for residents to connect to their neighbors and local services. The Town believes that the keys to long-term success for renter-occupied projects are the same as those for owner-occupied homes. They should be kept viable and maintained by keeping up with maintenance, linking neighborhoods together, and where possible, linking neighborhoods to local retail uses and recreational amenities such as trails, parks, and the Athletic Club.

GOAL:

Keep the renter-occupied housing stock in Addison competitive by ensuring it remains safe and well-maintained, and require that any new multi-family developments, or redevelopments, be built within neighborhoods that are supported with public facilities.

STRATEGY: Maintain an active Code Enforcement program to see that all multi-family properties are maintained to an acceptable standard.

OBJECTIVES:

1. Support renter-occupied units with neighborhood amenities such as parks and trails.

STRATEGY: Require any new multi-family developments or redevelopments to provide recreational space and amenities for its residents.

2. Where possible, enhance existing amenities in neighborhoods.

STRATEGY: Institute an annual program for assessing quality and useful life of neighborhood amenities.

STRATEGY: Allocate funds on an annual basis for replacement or remodels as needed.

3. Improve the quality of Addison's existing multi-family product.

STRATEGY: Allow higher densities on redevelopment of older properties so that developers can build better quality buildings with structured parking.

4. Keep multi-family properties well-maintained.

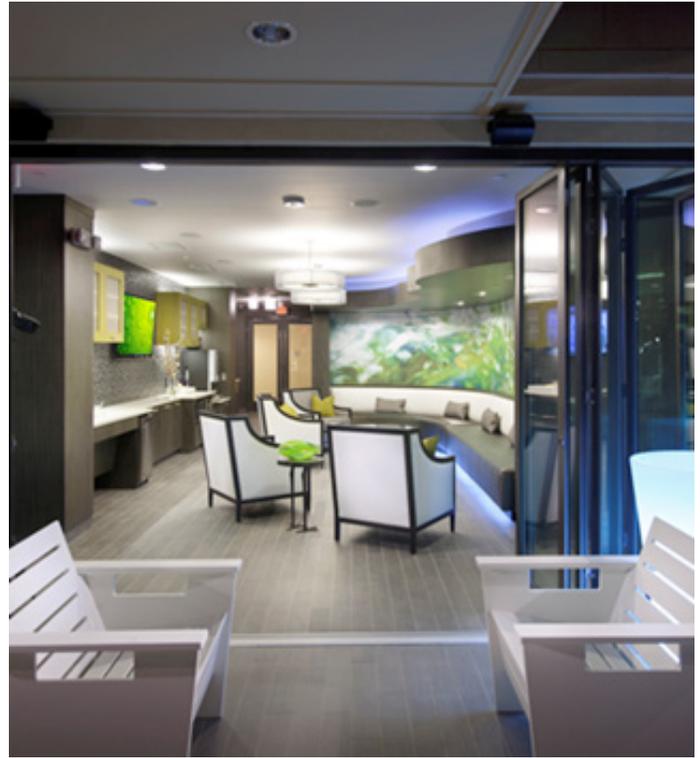
LAND USE - MIXED USE

A MIXED USE LEADER

Addison was one of the first communities in the Metroplex to embrace new urbanism and Mixed Use Communities. Addison Circle, when it developed in 1995, was the first high-density, mixed-use community to build in a suburb on a “green field” site. Addison Circle served as a model for Legacy Town Center in Plano, Southlake Town Center in Southlake, the West Village in Dallas, and other mixed use communities that combined multi-family housing, retail, and office uses. However, Addison went several steps beyond those other developments by combining the private sector development with the municipal development of the Addison Conference and Theatre Centre and Addison Circle Park. The influence of Addison Circle has been felt far beyond the metroplex, as the staff has hosted and toured city staffs and elected officials from as far away as Canada and Australia.

One of the lessons the Town learned on Addison Circle was that a mixed use development needs constant participation and support to stay viable. Addison provides that participation through maintenance of all the parks and landscaping within Addison Circle, and it provides additional support through the Special Events, such as Oktoberfest and Kaboom Town, which are held in Addison Circle Park, and the Summer Series, which brings live music to Addison Circle every Saturday night through the summer.

The Town built a reputation as a community that embraced and understood mixed use development, and that reputation served it well when UDR was considering the purchase of the nine apartment



Deck and a Community Room at Savoye 2 in Vitruvian Park.

complexes that would eventually become Vitruvian Park. Addison’s expertise in building out and programming events for mixed use communities has helped Vitruvian Park get off to a very successful beginning through its first three projects.

Mixed Use communities, when first introduced into the Metroplex, were popular because of the novelty of being able to live above a shop or restaurant. However, “live above the shop” is not a new idea, but one that dates back to the Greeks and Romans. A vertical mix of land uses has always been normal in cities such as New York, Boston, and Chicago, but it was a new idea for the Dallas area and for Addison. While there are some challenges in integrating retail and residential uses into one structure, Addison’s mixed use developments remain popular with residents

who want a more urban lifestyle, but don't want to live in downtown Dallas.



Beckert Park in Addison Circle.

LOOKING FORWARD.

As Addison continues to mature, the mixed use direction continues to make sense for the Town. Land has always been a precious commodity for Addison, and will be even more so in the future. Mixed Use developments provide a more efficient use of land, particularly when they incorporate structured parking. In addition, as gas prices continue to rise, more and more people will seek a location close to work. Also, the “Millennials”, which is the demographic term used to describe the huge mass of young adults that are graduating from college and entering the work force, do not seem to be as enamored of automobiles and driving as previous generations. The children of the baby boomers represent a huge demographic group, much like the baby boomers themselves. The early indicators for this group show that they prefer to live in mixed use environments with access to shopping, coffee shops, restaurants, and transit. This “facebook” generation is much more interested in their neighborhood than their individual unit, and they are less likely than their parents and generations ahead of them to embrace a lifestyle that involves a daily commute of more than 10 minutes. They also seek mixed use communities

that include multi-family uses. Millennials with jobs do not expect to keep them for their lifetime, and they are less likely to purchase a home because they want the flexibility to move to a new job in another city or state. Mixed use communities in other cities have been very successful at attracting these new “creative class” residents, and Addison, like most other communities, also seeks to attract the Millennials because they bring energy and creativity to a community. What’s more, world-class corporations who are looking to move or establish a new location, seek locations where their current employees, or future employees they want to attract, find desirable. Vibrant mixed use neighborhoods can be a great recruiting tool for attracting new tenants for office and commercial space.

Mixed use communities also make sense for Addison because they present an opportunity to build character and a sense of place for the Town. They create neighborhoods where multi-family residents and homeowners can meet their neighbors in the parks and shops within the development and socialize with them. In fact, the parks in Addison Circle and Vitruvian Park are the most popular spots in the development and provide the “third places” that make a community welcoming and livable.



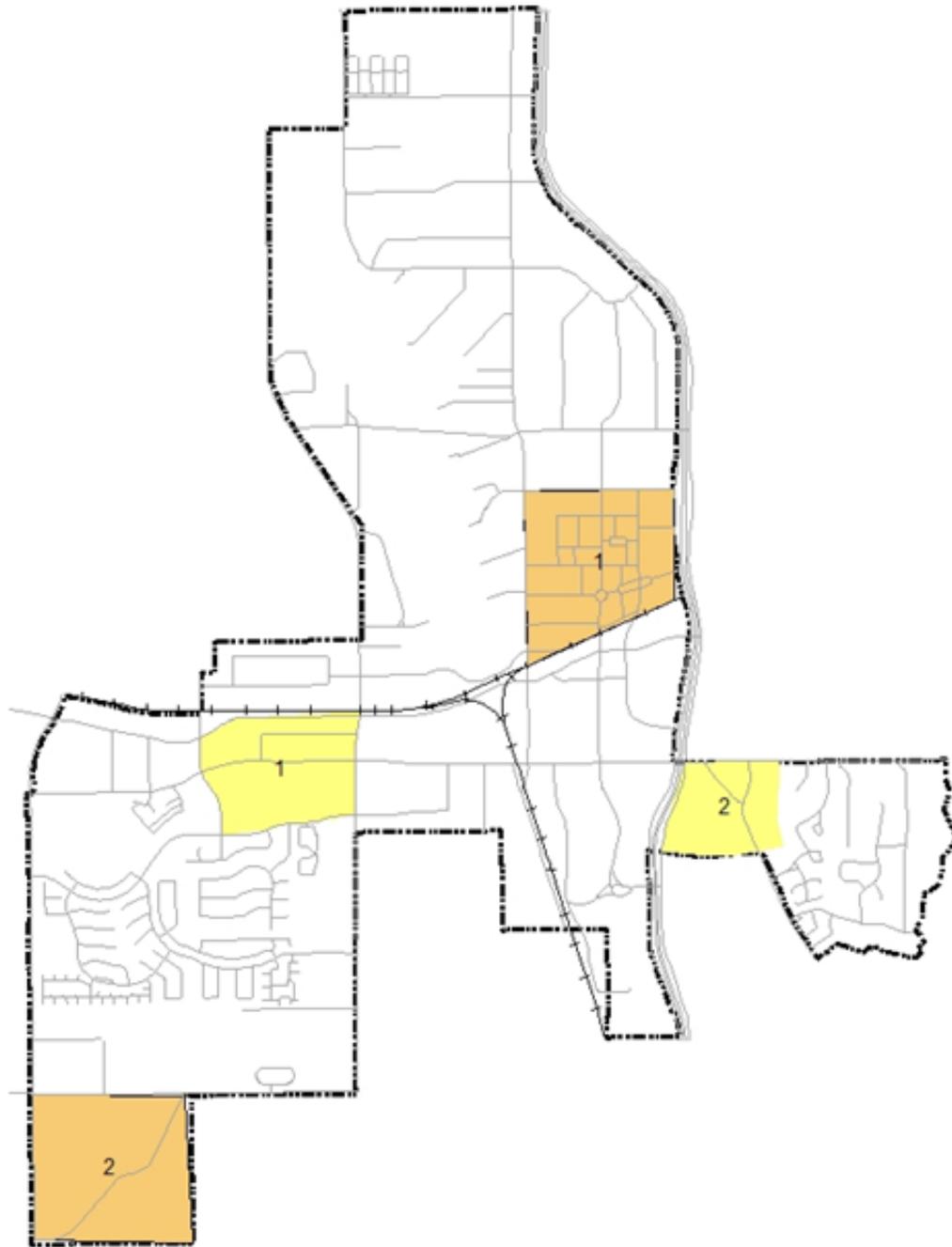
The Fiori at Vitruvian Park, currently under construction.

Addison should consider mixed use developments as a viable alternative as sections of the Town face redevelopment. Several locations along Belt Line Road would lend themselves to mixed use development, as well as other locations such as the Village on the Parkway (5100 Belt Line Road) and the Prestonwood Place shopping center (5290 Belt Line Road). As the population of the United States and the Metroplex continues to increase and natural resources continue to dwindle, more and more cities will find themselves moving in the Live Above the Shop direction that Addison has already embraced.

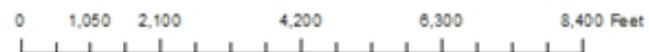
GOAL:

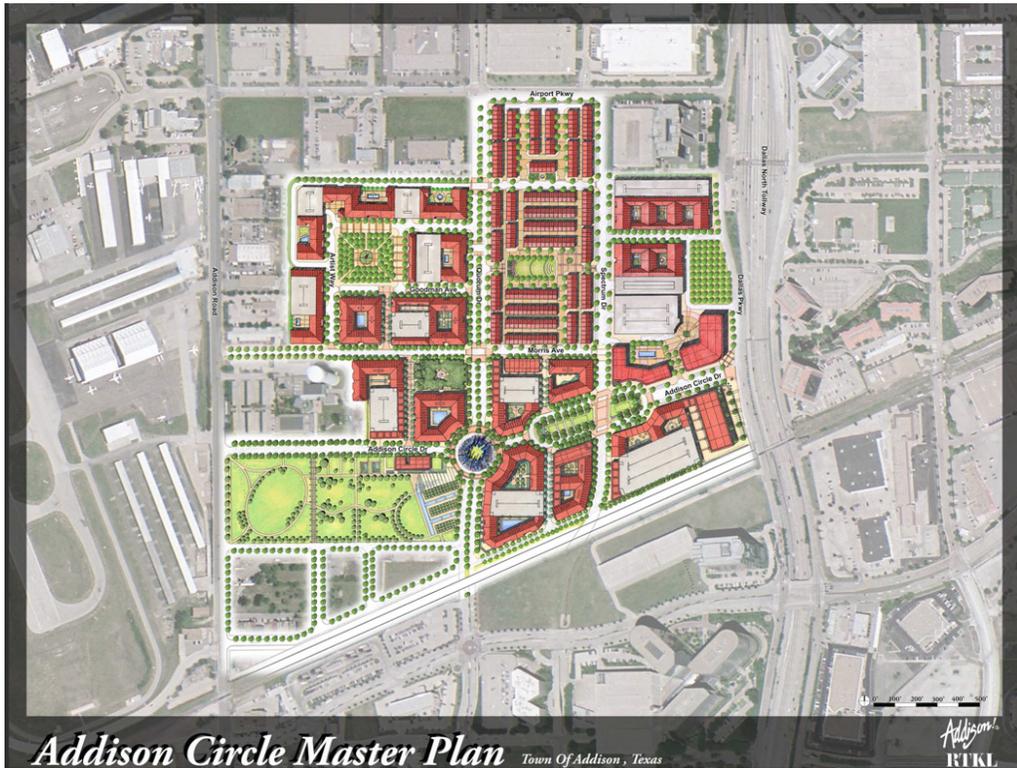
Continue to support Addison’s mixed use developments through maintenance of public spaces and programming to keep the spaces vibrant, and consider additional mixed use developments as older areas of the city become ripe for redevelopment.

- | | |
|--|---|
| <p>Existing Mixed Use Developments</p> <ul style="list-style-type: none"> 1 Addison Circle 2 Vitruvian Park | <p>Possible Future Mixed Use Developments</p> <ul style="list-style-type: none"> 1 West Addison Midway to Surveyor 2 East Addison Village on the Parkway and Prestonwood Place |
|--|---|



Town of Addison Mixed Use Neighborhoods



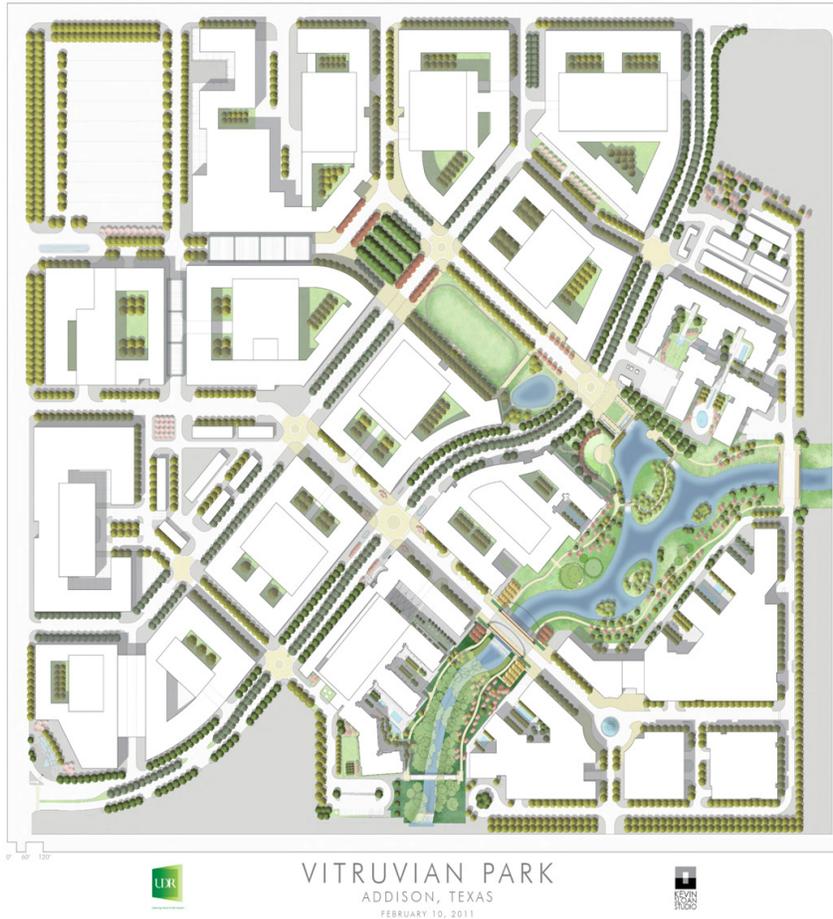


PROJECTS:

1996, Columbus Realty Phase I:	460 multi-family units 10,000 square feet retail
1997, Post Properties, Phase II:	610 multi-family units 65,000 square feet retail 340,000 square feet office 6 townhomes
1999, Posat Properties, Phase III:	264 multi-family units
1999, Aventura Condominiums:	86 condo units
2005, CityHomes Condominiums:	183 condo units
2006, Fairfield Residential:	414 multi-family units
2006, Allegro I and II:	393 multi-family units
2008, Savannah Homes:	48 townhomes 90 condo units
2007, OPUS West Group	201,000 square feet office

TOTALS

Multi-family units:	2,141 units
Townhome/Condominium units:	407 units
Office:	550,000 square feet
Retail:	75,000 square feet



PROJECTS:

2009, Savoye

2011, Savoye 2

2012, Fiori

392 multi-family units

10,000 square feet retail

247 multi-family units

34,000 square feet office

391 multi-family units

CURRENT TOTALS:

Multi-family units:

Office:

Retail:

1,130 multi family units

34,000 square feet

10,000 square feet

PROJECTED TOTALS:

Multi-family units:

Office space:

Retail space:

6,401

77,000

174,200



STRATEGIC
COMMUNITY
SOLUTIONS

memo

Strategic Community Solutions LLC	
To:	Addison Mayor and City Council
From:	Karen Walz
Date:	February 20, 2015
Re:	Results of Housing Workshop

On Monday, February 16, 2015, the Addison City Council held a workshop to discuss housing issues and opportunities. Strategic Community Solutions, LLC, Ricker-Cunningham and Kimley-Horn provided background information and facilitated the discussion. This memo summarizes key points about the Council agreement on housing issues. It also provides additional information in response to Council questions. Finally, it outlines a proposed set of next steps to formalize and implement this agreement.

Workshop Objective: Council discussion, agreement and direction on housing issues in the Town of Addison.

Workshop Outcomes: By the end of the workshop, the Council had:

- A common understanding of the terminology used to describe various housing choices.
- A shared agreement about the housing choices that will best support the Council's view of Addison's desired future.
- Provided general direction to staff about steps to take so Addison's development and redevelopment over time provides these housing choices. This memo includes staff's recommendations for action.

Housing Choice Terminology

The housing choices shown in Table 1 below. For each housing choice, we describe the housing type (the physical characteristics of the unit) as well as the housing tenure (the ownership status of the unit). Note that units which are individually owned are not necessarily owner-occupied; the unit owner may rent these units to a tenant. Detailed information about each housing choice are provided in tables at the end of this memo.



Table 1: Housing Choices for Addison

#	Housing Choice	Housing Type	Housing Tenure
1	Detached Home	Single unit in a building with yards on some or all sides	Each unit is individually owned
2	Townhome/ Rowhouse	Multi-story unit on its own lot that shares a wall with at least one other unit.	Each unit is individually owned. The land on which the unit is located may or may not be individually owned.
3	Flat	Single story unit in a multi-story building that includes other residential and non-residential uses.	Each unit is individually owned.
4	Garden Apartment	Unit in a 2 or 3 story residential building.	Building owner(s) rent individual units to residents.
5	Urban Apartment	Unit in a multi-story building that includes other residential and non-residential uses.	Building owner(s) rent individual units to residents.
6	Extended Stay Hotel Room	Hotel structure with cooking facilities in rooms.	Hotel owner(s) rent individual rooms to guests; in some instances, these guests are essentially long-term residents.
7	Assisted Housing Unit	Unit in a building that includes common areas and services to assist residents in daily life activities.	Building owner(s) rent individual units to residents.

Council Direction on Housing Issues: The points listed below reflect the Addison City Council’s direction, as we understand it. They describe the housing choices that are part of the future City Council desires for this community.

- Whenever possible, the Town should establish plans for revitalization and development for districts or special study areas, instead of considering plans on a site-by-site basis. A process like the one used for the Sam’s Club Special Study Area should be followed.
- For study areas and individual developments, the Town encourages mixed use designs that integrate residential and non-residential components.
- Mixed use developments in Addison should include a mix of housing choices, not simply a single residential option.

- The Town encourages development that makes more individually owned housing choices available in Addison. Desired ownership units include detached homes, townhome/rowhouse and flats, so a wide range of residential densities support this objective and may be approved.
- At the property or project scale, Addison will consider the highest and best use of the property and the 'best fit' mix of uses and housing choices for that property within the context of the entire Addison community.
- Addison will continue to insist on high quality building and site design, an inviting public realm and trails or sidewalks that connect each building with the rest of the Addison community.
- Addison views independent and/or assisted housing as housing choices which address the demands of the growing 55+ age group and as a potential fit with this community's character. Since there are no assisted housing units in Addison today, the Town will conduct research and investigation to understand how this housing could or should be included in Addison's future.

Potential Next Steps: The items below propose steps to formalize and implement this City Council direction over the next 18 months. Staff will take the lead on carrying out these steps and will bring products back to Council for consideration and action.

- Take action to provide policy direction for the Sam's Club Special Study Area. The Council should consider and act on the recommendations from its study area committee.
- Review and refine the 2013 Comprehensive Plan to reflect this Council direction.
 - The goals, objectives and strategies for residential land use and mixed use development should be reviewed.
 - The maps or diagrams that illustrate appropriate development patterns and intensities in Addison may need revision as well.
 - The Council has identified three areas from the plan for special revitalization studies. As these studies are completed, new study areas may be identified and added to the plan.
 - The plan's policy direction for land use change outside these special study areas should be clarified, so property owners and developers understand the Town's intent for redevelopment in other parts of the Town.
- Research the market for flats and identify barriers that may discourage or delay the construction of this housing in Addison. Determine what actions by the Town could remove those barriers and implement those actions supported by the Council.
- Investigate examples in other US regions where redevelopment of commercial properties has included detached homes. Understand what factors are important to the projects' successes. Determine how these examples might be applied as part of Addison's future.

- Investigate tools that help address the past experience of market volatility for condominium ownership units. Determine what actions by the Town could reduce that volatility and implement those actions supported by the Council.
- Ensure that Town programs and incentives do everything they can to ensure that housing, once it's built, remains desirable. Work with owners of existing urban apartment complexes to understand and support their initiatives to keep these areas thriving. Do the same with owners of existing garden apartment complexes, and with the homeowner associations in the townhome, rowhouse and detached home neighborhoods within Addison.
- Research the details of independent/assisted housing for the 55+ age group – what is included in the various housing products and what factors make them successful. Investigate the demographic and market trends affecting demand for these units in Addison. Determine how or whether independent/assisted housing units fit in Addison's future.
- If independent/assisted housing is found to be a desirable component of Addison's future housing mix, prepare a set of design guidelines for these projects, so their physical design will be compatible with the Addison community.
- When resources are available, initiate processes like the one used for the Sam's Club Study Area for redevelopment of the Inwood Road and Midway West areas.

Implications of Housing Choices

Table 2 provides information on the implications of typical examples of these housing choices. It shows the typical density and value per acre for each housing type. These values have been updated by Ricker-Cunningham in response to the Council's discussion. In the February 16th presentation, density and unit values were based on 2014 sales in Addison and surrounding Trade Area communities, weighted toward sales within the Town. In response to Council's discussion, current (2015) listings for single family, townhome/rowhouse, and condominium/flat units were reviewed to further "test" values going forward. Because single family detached units in Addison tend to be at a higher density than surrounding communities, the value per acre calculation was adjusted upward. Current listings of condominium/flat units also supported an increase in value per acre for that housing product type.

Table 2 also shows the rate of crime per unit based on actual data from the Addison Police Department for the past six months.



Table 2: Implications of Housing Choices

Housing Choice	Density (Units/Acre)	Value per Acre	Crimes/ Unit
Detached Home	6	\$2,100,000	0.036
Townhome/ Rowhouse	12	\$4,200,000	0.032
Flat	30	\$6,750,000	0.032
Garden Apartment	20	\$1,600,000	0.063
Urban Apartment	50	\$5,750,000	0.022
Extended Stay Hotel Room			0.079
Assisted Housing Unit (none in Addison today)			NA

Source: Strategic Community Solutions LLC; Kimley-Horn; Ricker-Cunningham.

Table 3 provides information on the number of units that exist today in the Town of Addison and the share of existing housing units (including the Extended Stay Hotel Rooms) represented by each of these Housing Choices. Though Extended Stay Hotel Rooms and Assisted Housing Units are not generally considered as part of a community’s housing stock, these housing choices are included here because they are relevant in terms of existing or future choices in Addison. Table 3 also shows Addison’s future housing choices if the units in Vitruvian’s remaining phases are added to the existing housing stock and the garden apartment units that they replace are deducted from the existing housing stock.

Table 3: Mix of Housing Choices

Housing Choice	Existing Units	% of Units	Existing and Future Vitruvian Units	% of Units
Detached Home	1,467	13.9%	1,467	9.3%
Townhome/ Rowhouse	555	5.3%	555	3.5%
Flat	345	3.3%	345	2.2%
Garden Apartment	3,600	34.2%	2,567	16.3%
Urban Apartment	3,624	34.4%	9,856	62.6%
Extended Stay Hotel Room	945	9.0%	945	6.0%
Total Units	10,536	100.0%	15,735	100.0%

Details of Workshop Discussion

The Council's discussion addressed the questions shown below. Comments on each question are presented here based on notes recorded on flip charts during the discussion.

1. How do each of these housing choices contribute to the Council's view of Addison's desired future?

Detached Home

- It's consistent with what I know
- Is it feasible here?
- More stable residences and residents
- Difficult in infill locations due to land price
- Need to learn lessons from other areas of country on how to model infill detached residential and redeveloped detached housing
- Cambridge Crossing may be good prototype for smaller lot detached
- School district may drive demand
- Need detached to provide balance to community
- Balance will continue to decrease since there's not much room left for this

Townhome/Rowhouse

- Will be good fit – infill and redevelopment
- Provide neighborhood stability since they're ownership units
- Individuality of units
- More opportunity for unique design
- May bring better balance of ownership units
- Increase value so there will be future reinvestment in parcels with single family

Flats

- Condos tend to become rental in a down economy
- Provide stability (ownership)
- Better balance (ownership)
- Flats tend to lead the downward trend in the real estate market and are the last to rebound
- More tendency to go into default
- Appeal to Active Seniors and Millennials

Garden Apartments

- Less quality than urban

- Values go down over time
- Demographics in units change over time

Urban Apartments

- Appeal to people who are “renters by choice”
- Have a large number in Addison
- Post Properties project (in Addison Circle) has aged well
- Natural fit in Addison’s commercial environment (opportunities for people to live here and walk to work in office buildings)
- Need these to attract corporations
- Demand for live/work/play
- Attract desirable demographics (Empty Nesters/Millennials)

Extended Stay Hotel Room

- Serves a purpose – have adequate supply
- Difficult for a city to regulate – pre-empted by state
- Not typical to have residents in lodging – need to regulate
- Risky for Addison until State regulates (close loopholes)

Assisted Housing

- Need to add to mix to provide balance
- Desired by existing residents who want to stay in Addison
- Addison has no experience in this – What are the issues? – Next step may be to Research/Education; we have no knowledge currently
- Should be high priority
- People need all levels of care
- But Addison has only 4.4 square miles – we may not provide for all needs
- Flats serve part of this need
- There may be other options that property owners will bring forward that Council wants to entertain

2. What mix of housing choices is most desirable for Addison in the future?

Short Term	Long Term
	Mixed Use with open space Look at bigger picture (on larger sites) Mixture of housing choices Diversify some uses as they redevelop



What mix is desired by Council?

- Want more owner occupied (detached, townhome, flats)✓✓✓
- Want highest and best use and best fit for parcel by parcel✓✓✓
- For redevelopment of existing commercial areas, want multi-use, including a variety of residential (mix of choices)
- 85% multi-family is out of balance – want more ownership – could be condo/flat/townhome/detached✓✓
- Don't want rezonings for multi-family alone
- Want a process for looking at larger chunks of land
- Want to start the learning curve on assisted living

3. Where could or should desired new housing locate within Addison?

The Council did not address this issue, but recognized it could be part of a future discussion.

- 4. What steps could or should the Town take to shift the market to achieve the desired mix? The answers to this question will provide staff with direction for action on next steps. Some of these steps could be:**
- a. Removing barriers to investment
 - b. Changing plans and development policies/regulations
 - c. Making Town infrastructure investments
 - d. Changing Town incentives

The Council agreed that staff should develop recommendations for these next steps.

TOWN OF ADDISON, TEXAS

RESOLUTION NO. R15-006

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TX APPROVING AND SUPPORTING A HOUSING POLICY WITHIN THE TOWN OF ADDISON PURSUANT TO THE LAWS OF THE STATE OF TEXAS AND THE ADDISON CODE OF ORDINANCES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has researched the current housing stock and discussed and deliberated a wide range of housing alternatives for the Town of Addison, Texas; and

WHEREAS, the City Council desires to make a policy statement to guide City Staff and potential developers as new housing developments are proposed and brought forward for City Council consideration.

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

Section 1. Addison Housing Policy. When new housing is proposed in Addison, the Addison City Council encourages it to be developed according to the following principles:

1. New housing should increase the proportion of fee-simple ownership in Addison's housing mix. Apartment-only rezoning is unlikely to be approved, as currently the ratio of rental to ownership properties is higher than desired.
2. A proposal should offer a 'best fit' mix of uses and housing choices within the context of the surrounding Addison community. The Town may use a study area committee (with staff, elected, and appointed members such as area residents and business representatives) to evaluate a proposal's fit in Addison.
3. New housing should create or enhance neighborhoods of urban character rather than locate on a stand-alone, nonintegrated property and should continue the high quality design and walkability that make Addison's existing neighborhoods distinctive,
4. Proposals for independent and/or assisted living may be considered by the Town of Addison. Since there are no assisted living housing units in Addison today, the Town will conduct research to understand how this housing could or should be included in Addison's future.

Section 2. Recitals. The above and forgoing recitals are true and correct and are incorporate herein and made part hereof for all purposes.

Section 3. Effective Date. This Resolution shall take effect upon its passage and approval.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 24th day of March, 2015.



Todd Meier, Mayor

ATTEST:

By: 

Chelsea Gonzalez, City Secretary

APPROVED AS TO FORM:

By: 

Brenda N. McDonald, City Attorney



Town of Addison Housing Policy and Possible Amendments

1. New housing should increase the proportion of fee-simple ownership in Addison's housing mix. Apartment-only rezoning is unlikely to be approved, as currently the ratio of rental to ownership properties is higher than desired.

Proposed Change:

1. Currently, the ratio of rental to ownership properties is higher than desired. Where feasible and appropriate, new housing should increase the proportion of fee-simple ownership in Addison's housing mix.

2. A proposal should offer a 'best fit' mix of uses and housing choices within the context of the surrounding Addison community. The Town may use a study area committee (with staff, elected, and appointed members such as area residents and business representatives) to evaluate a proposal's fit in Addison.

No change proposed.

3. New housing should create or enhance neighborhoods of urban character rather than locate on a stand-alone, nonintegrated property and should continue the high quality design and walkability that make Addison's existing neighborhoods distinctive.

No change proposed.

4. Proposals for independent and/or assisted living may be considered by the Town of Addison. Since there are no assisted living housing units in Addison today, the Town will conduct research to understand how this housing could or should be included in Addison's future.

No change proposed.

Proposed Addition:

5. The City Council acknowledges that there may be projects that do not comply with elements of this policy, but that represent the highest and best use of a particular property and that advance portions of this policy or other Town goals. Developers and staff are encouraged to pursue projects that may, based on their individual merits, warrant exceptional consideration.

Work Session and Regular Meeting**Meeting Date:** 09/29/2016**Department:** Infrastructure- Development Services

AGENDA CAPTION:

Present And Discuss **Transportation Planning And The 2016 Master Transportation Plan Update.**

BACKGROUND:

A Master Transportation Plan (MTP) establishes a community's transportation policy direction and provides a long term vision of the major street network necessary to meet future travel needs. Much of the Town's Comprehensive Plan guides decisions related to growth and development of both public and privately-owned property over many years, the Master Transportation Plan is intended to complement the Comprehensive Plan and guide the coordination of many separate incremental decisions that impact the transportation network.

The MTP locates and classifies major streets by needed capacity for through traffic, access to adjacent land uses, and compatibility with each street's development character. Street design guidance provides the ability to better integrate networks of other mode choices, including transit, walking, and bicycling. The plan guides future investments and provides the public and the development community with information about the long term plan for the Town's multi-modal transportation network. Simply put, a Master Transportation Plan is a community's blueprint for a safe, efficient, and sustainable transportation system. It seeks to create and sustain a system that balances local and regional priorities as well as existing and future conditions, to steer the community towards its vision for the future.

Staff has been working with Kimley-Horn and Prologue Planning on a new Master Transportation Plan for Addison. Staff will present an overview of transportation planning and the Master Transportation Plan update process. This will be an introduction to the 2016 Master Transportation Plan, which will be coming forward for Council consideration in October.

RECOMMENDATION:

This is an informational item only.

Attachments

Presentation



Master Transportation Plan 2016

City Council Update
September 29, 2016



Current Master Thoroughfare Plan

- Adopted in 1998, update to 1992 plan
- Intended to accommodate growth through 2010
- Established Goals for Streets, Pedestrians, and Transit
- Recommended projects necessary to achieve goals
 - Arapaho extension to Marsh
 - Keller Springs Toll Tunnel
 - Construction of Spectrum Drive
- Roadway system classification and cross sections
- Technical Design Specifications



Status of the Addison System

- Basic transportation system is essentially in place
 - Focus on streets, vehicular traffic flow
- Identify strategic opportunities for enhancement
- Opportunities for improvements will come through
 - Capital projects
 - Utility-related construction
 - Minor maintenance projects
 - Private development
- Flexibility and patience are key



Updating the Plan

- Council approved contract in November of 2015
- Town working with Kimley-Horn, Prologue Planning





Purpose of the Plan

- Establishes a Community's transportation policy direction
- Provides a long term vision of the major street network
 - Addresses current and future travel demand
 - Complements the Comprehensive Plan in accommodating future development
- Classifies streets according to their function
- Provides standard for the design and construction of transportation facilities
- Offers guidance on the location and design of pedestrian, bicycle, and transit facilities

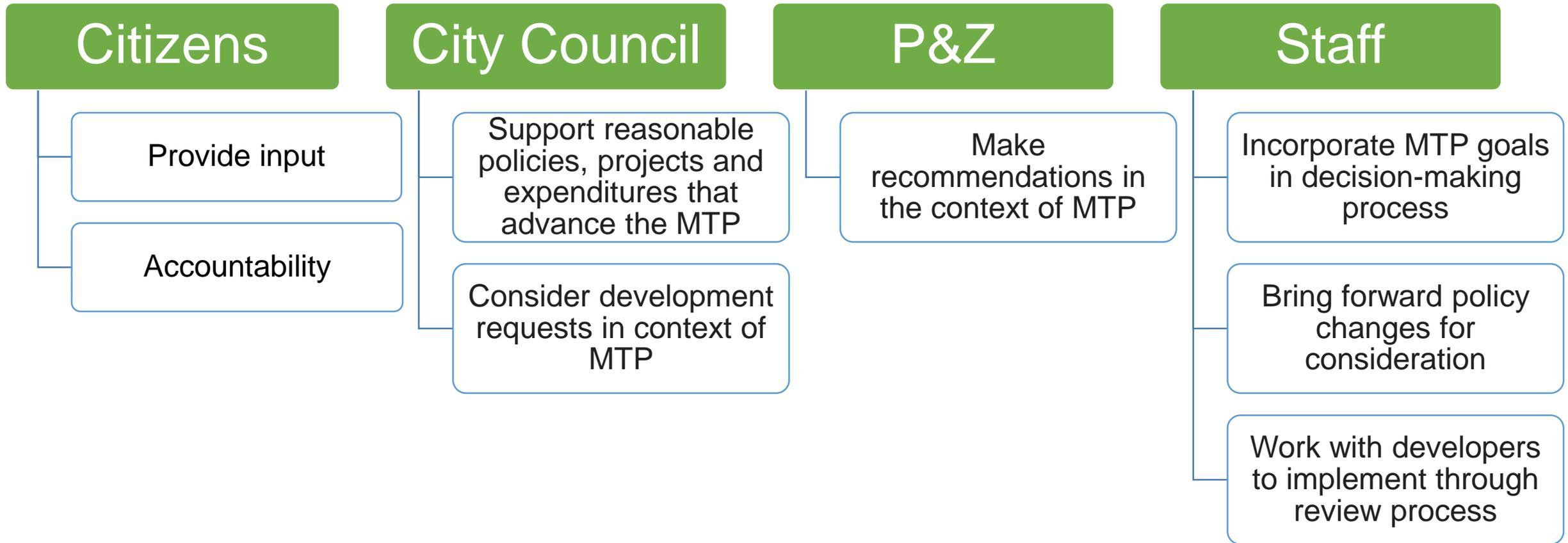


Utilization of the Plan

- Provides decision-making guidance for:
 - Planning and funding the construction of new streets, sidewalks, trails and transit improvements
 - Budgeting for the maintenance and repair of the existing transportation infrastructure in the context of the Town's comprehensive asset management strategy
 - Reviewing land use proposals to be in alignment with the Town's planned street network
 - Providing additional opportunities for people who want to walk or bike as a means of transportation or for recreational purposes
 - Connecting people with their desired destinations



Roles in Implementation





Components of the Plan

- **Executive Summary**
- **Overview**
 - Introduction
 - Public Input Summary
 - Opportunities and Constraints
 - Major Concepts
- **Transportation System Evaluation**
 - Existing System Review
 - Transportation Concepts (educational)
- **Master Transportation Plan Update**
 - Master Transportation Plan Map
 - Street Cross Sections
 - Multi-Modal Connectivity Maps
 - Corridor Case Studies
- **Recommendations**
 - Recommended Projects
 - Possible Funding Sources
 - Amendment Process



Next Steps

- Submit to P&Z and Council by Wednesday, October 12th
- Public Hearing at P&Z on October 18th
- Recommendation by P&Z on October 18th (tentative)
- Public Hearing at City Council on October 25th (tentative)
- Adoption by Council on October 25th (tentative)

Work Session and Regular Meeting**Meeting Date:** 09/29/2016**Department:** Infrastructure- Development Services**AGENDA CAPTION:**

Present And Discuss **The Development Of The Addison Airport Southeast Quadrant Located Across Addison Road From Addison Circle Park; And Authorize The City Manager To Enter Into A Letter Of Intent With The Recommended Developer.**

BACKGROUND:

The southeast quadrant of Addison Airport is located across Addison Road from Addison Circle Park. The area defined as the southeast quadrant is approximately 16 acres and is the oldest part of the airport with T-hangars dating from 1957 when the airport was established. Currently, there are 60 Town-owned T-hangars that are on month-to-month leases, two Town-owned large bay hangars that are on five-year leases that include early termination clauses, and one ground leased corporate hangar that expires in February 2020, in this quadrant. The Town-owned bulk storage aviation fuel farm is also located in this area but is outside the 16-acre site and is not a part of the proposed redevelopment.

For many years, this area of the airport has been targeted for redevelopment. The stated goals of the 2013 Addison Airport Strategic Plan were to:

1. Enhance the airport's overall value for the benefit of stakeholders
2. Fully integrate the airport with the Town
3. Promote industry-leading practices in all management, operations, and maintenance activities

One of the strategies to achieve the second goal of integrating the airport with the Town is to "Pursue potential redevelopment opportunities consistent with the Town's vision."

The recently approved Addison Airport Master Plan's assessment of this area contemplates the redevelopment of all properties in this area with the goal of keeping the large hangars after some renovations. The Master Plan's "...preferred development plan calls for the removal of the Papa T-hangars and the single corporate hangar to be replaced by a large FBO [Fixed Base Operator] development that would include large corporate aircraft storage hangars, FBO offices, restaurant, potential office lease space, auto parking, and park features along Addison Road across from [Addison] Circle Park..." (See attached SE Quadrant Aerial).

With the goals of the Strategic Plan in mind, a Request for Proposals for the development of the Airport's southeast quadrant was issued in November 2014, with

proposals due in January 2015. Four proposals were received:

1. Mohr Capital - Flex Jet for their corporate facility
2. Atlantic Aviation for a FBO services
3. Western, LLC/Cutter Aviation for FBO services
4. McClurg Century Investments/Business Aviation Group for FBO services

After initial interviews with the four proposal teams, Mohr Capital - Flex Jet and Atlantic Aviation rescinded their proposals in February 2015. In March 2015, follow-up interviews were held with the two remaining proposers to present their best and final offers. The selection committee then selected McClurg Century Investments/Business Aviation Group (Business Aviation Group) as the better proposal due to their stated target market (the larger jet market), their understanding of and agreement with the goals and strategies of the Airport Strategic Plan, and their focus on a high level of customer service. Western, LLC/Cutter Aviation was notified of the selection committee's recommendation.

Currently, a confidentiality agreement is in place with Business Aviation Group and a Letter of Intent (LOI) has been drafted and presented but not executed with the group. The terms of the draft LOI are:

1. Non-binding
2. Calls for exclusive negotiations with Business Aviation Group
3. Confidential terms
4. Can be terminated by either party
5. Does not establish a contractual relationship
6. Terminates when and if a lease agreement is executed, or if either party chooses to terminate the negotiations

Staff recommends that the City Manager or his designee be authorized to execute the Letter of Intent with the McClurg Century Investments/Business Group and that negotiations begin on the lease terms for the 16-acre site for the development of a Fixed Base Operator facility and associated hangar complex. When, and if, negotiations are successful, the lease agreement will be brought to Council for consideration and authorization to execute. Staff believes that this is the highest and best use for this property and that it satisfies the goals of the 2013 Addison Airport Strategic Plan and follows the preferred development as outlined in the 2016 Addison Airport Master Plan.

RECOMMENDATION:

Administration recommends approval.

Attachments

SE Quadrant Aerial

Addison Airport Southeast Quadrant 16.3 acres



Current Use:

- 60 City-Owned T-hangars (circa 1957)
- 2 City- Owned Large Hangars (circa 1958)
- One Ground Leased Maintenance Hangar (circa 1966)

