



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

January 9, 2018

ADDISON TOWN HALL

**5300 BELT LINE RD., DALLAS, TX 75254
5:00 PM EXECUTIVE SESSION & WORK SESSION
7:30 PM REGULAR MEETING**

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:

- **Town of Addison v. Landmark Structures, L.P., Urban Green Energy, Freese and Nichols, Inc. v. SWG Energy, Inc. - Cause No. DC-15-07691 44th Judicial Court, Dallas County**

Section 551.074, Tex. Gov. Code, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, pertaining to:

- **City Manager Separation Agreement**
 - **City Attorney Evaluation**
 - **City Secretary Hiring Process**
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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 matters discussed in Executive Session.
 - Discuss and Consider Action on a **Resolution Approving a Second Amended Separation Agreement Between the Town of Addison and Wesley S. Pierson.**

WORK SESSION

3. Present, Discuss, and Consider Action on the **Appointment Processes for Boards, Commissions, and Committees.**
4. Present and Discuss **Proposed Updates to the Town of Addison's Parks and Recreation Ordinance Related to the Addison Athletic Club and Provide Information About Other Staff Initiatives Separate from the Ordinance.**
5. Present and Discuss the **Council Calendar for January, February, March, April and May 2018.**

REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

6. 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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7. Present the **On The Spot Award Recognition Program and Recipients.**
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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.

8. Consider Action to Approve the **December 12, 2017 Regular Session and the December 15, 2017 Special Session City Council Meeting Minutes.**
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Regular Items

10. Present, Discuss, and Consider Action on a **Resolution to Approve an Agreement with Page Southerland Page, Inc., for Architectural Design Services Related to the Design of a Customs and Border Protection Federal Inspection Services (Customs) Building Located at 4553 Jimmy Doolittle on Addison Airport and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$857,663.
11. Hold a Public Hearing, Discuss, and Consider Action on an **Ordinance to Approve Changing the Zoning on Property Located at 15003 Inwood Road, Which the Property is Currently Zoned C-1, to a PD, Planned Development District, Allowing All C-1 Uses, Plus Manufacturing and Assembly Uses, and Establishing Modified Development Standards. PUBLIC HEARING Case 1766-Z/Fish Gallery.**
12. Hold a Public Hearing, Discuss, and Consider Action on an **Ordinance to Approve Changing the Zoning on Property Located at 5100 Belt Line Road Suite 401, Which Property is Currently Zoned PD, Planned Development, Through Ordinance 012-001, by Approving a Special Use Permit for a Restaurant and a Special Use Permit for the Sale of Alcoholic**

Beverages for On-Premises Consumption Only. Case 1768-SUP/BoomerJack's

13. Hold A Public Hearing, Discuss, and Consider Action on an **Ordinance Changing the Zoning on the Vacant Parcel, Directly to the East of 15196 Marsh Lane, Which Property is Currently Zoned Industrial-1 (I-1), to Local Retail (LR-1), Approving a Special Use Permit for a Gasoline Service Station, a Special Use Permit for the Sale of Beer and Wine for Off-Premises Consumption Only, and a Special Use Permit for a Restaurant in Order to Allow the Existing Race Trac Gas Station to Expand Their Operations and to Create Patio Seating. Case 1769-Z/Race Trac.**

 14. Present, Discuss, and Consider Action on a **Status Update of the Financial Plan and Rate Model for Water and Sewer Utility Rates for the Town's Use with Raftelis Financial Consultants, Inc. (RFC).**

 15. Present and Discuss the **Finance Department Quarterly Financial Report of the Town for the Quarter Ended September 30, 2017.**

 16. Present and Discuss **Public Safety Technology Options to Increase the Perception of Safety.**
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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:

Caitlan Biggs, 01/05/2018, by 6:00 p.m.

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

AI-2553

3.

Work Session and Regular Meeting

Meeting Date: 01/09/2018

Department: Council

AGENDA CAPTION:

Present, Discuss, and Consider Action on the **Appointment Processes for Boards, Commissions, and Committees.**

BACKGROUND:

Mayor Joe Chow and Mayor Pro Tempore Ivan Hughes requested this item be placed on the agenda to discuss the appointment processes for boards, commissions, and committees.

Staff will review the current appointment process for the Planning and Zoning Commission and the Board of Zoning Adjustment, as well as the prior process for appointing members to advisory committees.

RECOMMENDATION:

Staff requests direction from Council.

AI-2488

4.

Work Session and Regular Meeting

Meeting Date: 01/09/2018

Department: Parks & Recreation

Pillars: Gold Standard in Customer Service
Optimize the Addison Brand

Milestones: Clarify and protect the Addison Way

AGENDA CAPTION:

Present and Discuss **Proposed Updates to the Town of Addison's Parks and Recreation Ordinance Related to the Addison Athletic Club and Provide Information About Other Staff Initiatives Separate from the Ordinance.**

BACKGROUND:

Membership requirements for the Addison Athletic Club (AAC) are located in Chapter 58, Article III of the Code of Ordinances. The last time this ordinance was updated was in 2003. Staff has reviewed the ordinance and is proposing various changes in order to:

- Remove references to the Trinity Christian Athletic Complex (Article I, Section 58-1 and Article 3)
- Move AAC prohibited conduct to Member Policy (Article 2, Section 58-42)
- Define membership exceptions and ineligibility (Article 3, Section 58-66)
- Adopt additional fees already in place (towel fees, children activity center fees, group exercise classes, etc.) (Article 3, Section 58-70)

Staff has also identified two department initiatives that will enhance the Addison Brand. First, the creation of a new member policy document, through the consolidation of various documents, that will provide information for members including: rules and policies; hours of operation; membership information; training and rentals; and, general facility information. Secondly, staff will propose an updated name and look for the Addison Accolade, a quarterly publication that outlines upcoming programs, activities and trips.

RECOMMENDATION:

Staff requests direction from Council.

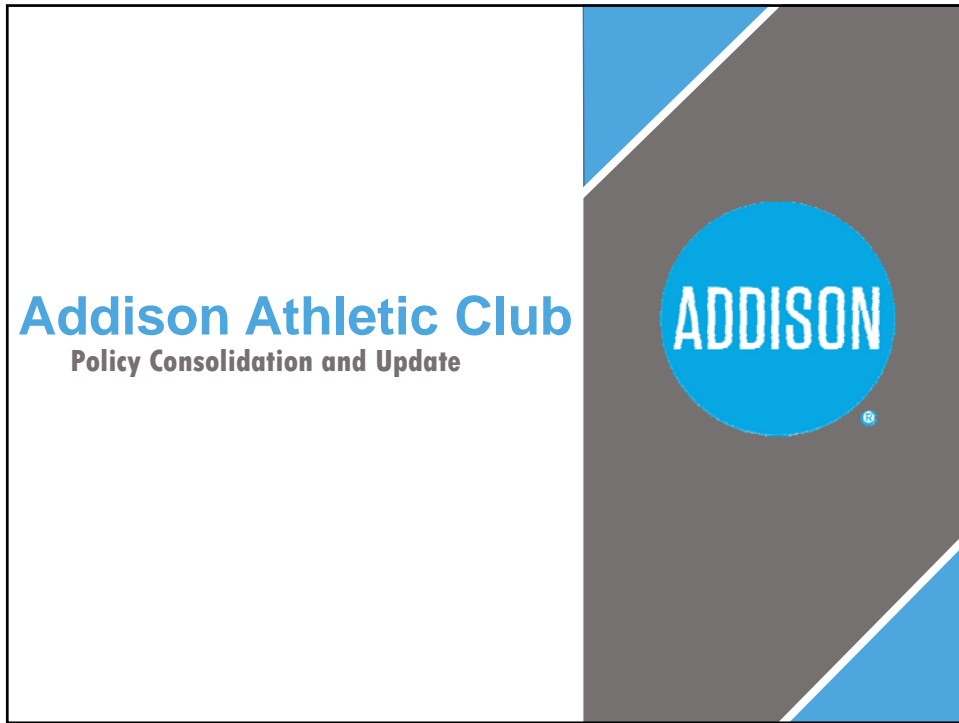
Attachments

Presentation - Proposed Ordinance Changes to Chapter 58 and Other Department Initiatives

Proposed Ordinance Change - Chapter 58

Proposed Member Handbook





Parks and Recreation Ordinance



The 1982 Code


- Chapter 58 – Parks and Recreation
 - Article 1 – In General
 - Article 2 – Use of Public Parks
 - Article 3 – Addison Athletic Club and Trinity Christian Athletic Complex

The 2003 Update

- These changes were in response to the expansion of the Addison Athletic Club
 - Article III. Section 58-66 Use Restricted to Members and Guests

Proposed 2018 Update






Recommended Ordinance Changes

The purpose of the recommended ordinance change is to:

- Remove references to the Trinity Christian Athletic Complex
(Article 1, Section 58-1 and Article 3)
- Move AAC prohibited conduct to Member Policy
(Article 2, Section 58-42)
- Define membership exceptions and ineligibilities
(Article 3, Section 58-66)
- Adopt additional fees already in place (towel fees, children activity center fees, group exercise classes, etc.)
(Article 3, Section 58-70)



Recommended Ordinance Changes


Chapter 58, Article 1, Section 58-1.
Definitions

Director means the **Director of Parks and Recreation Recreation Manager** for the Town or his designee

Town means the **Town of Addison, Texas**

Park property means any park, athletic facility, reservation, playground, recreation center or any other area in the Town, owned or used by the Town and devoted to active or passive recreation, but is not acquired or **used designated** by the Town for **such purpose use as a public park**.


TCAC means Trinity Christian Athletic Complex, located at 17001 Addison Road, Addison, Texas, and more specifically described in the lease agreement between the town and Trinity Christian Academy dated July 1, 1986.

Recommended Ordinance Changes 

Chapter 58, Article 2, Section 58-42.
Prohibited conduct generally, Enforcement


(A) In the interest of the public health, safety and welfare, each of the following enumerated acts is forbidden and unlawful on park property:

- (1) Diving off the shoulders of another person in AAC pool and spa.
- (2) Running along the banks of the pool in the AAC.
- (3) Splashing water on other persons in such a manner as to interfere with others or using the AAC pool in such a manner as to create disorder or disturbances.
- (4) Cursing, swearing or using indecent language.
- (5) Creating a disturbance or unnecessary or boisterous noises.
- (6) Throwing racquets, metal objects or other items manufactured of hard material in, on or around the basketball courts, tennis courts, racquetball courts or tracks.
- (7) Taking or permitting dogs or other pets within the park property unless on a leash.
- (8) Climbing fences.

Recommended Ordinance Changes 


Chapter 58, Article 2, Section 58-42.
Prohibited conduct generally, Enforcement cont.

(b) Enforcement. The director and/or the Town's police department shall, in connection with their duties, diligently enforce the provisions of this chapter, as it exists or may be amended, or any other ordinances applicable to parks and recreation usage, as it/they exist or may be amended. The director and/or the Town's police department shall have the authority to eject from park property any person acting in violation of this chapter, as it exists or may be amended, or any other ordinances applicable to parks and recreation usage, as it/they exist or may be amended.

Recommended Ordinance Changes 

Chapter 58, Article 3
Title

Article III. Addison Athletic Club **and**
Trinity Christian Athletic Complex

Recommended Ordinance Changes 

Chapter 58, Article 3, Section 58-66
Use restricted to members and guests


The use of the grounds, facilities and equipment of the AAC **and TCAC** is restricted to **current** members of AAC and guests of such members. Only bona fide residents of the town and their dependents ages **eight 3 months** through 18 shall be eligible to become members of AAC. Employees of the town may become conditional members of AAC upon the terms and conditions established by the director. Minimum membership requirements include the following:

- (1) A valid state department of public safety driver's license or state department of public safety identification card which shows a current residential address within the corporate limits of the Town;
- (2) A current document such as a utility bill, vehicle registration, voter's registration, credit card statement, vehicle insurance, or other document, as approved by the director, which shows the same address as in (1) above; and
- (3) If an applicant is living in an apartment, a signed leasing office verification form from the owner or manager of the apartment.

The director may require additional information if deemed necessary. Birth certificates of dependent children may be requested in order to establish age.


Exceptions to the minimum membership requirements listed above shall only be made for: (i) residents participating in the Texas Department of Public Safety Confidentiality Program; or (ii) residents who are active military. The town may request documentation from a resident to support these exceptions.

Individuals with an Addison business address or hotel address, including extended stay, are not eligible for membership. Owners of residential properties are not eligible for membership unless they currently reside on the property or at another Addison residence.

Recommended Ordinance Changes 


Chapter 58, Article 3, Section 58-67
Process for membership

a) Any adult person who is a current resident of the town may make an application at the AAC for membership on an application form prescribed by the town. Upon presentation of proof of residency as required in [section 58-66](#) and upon completion of the application process to **the satisfaction of the town** and payment of fees, if any, the applicant will be issued a photograph membership card. **After issuance of a membership card, memberships shall be renewed annually with proof of current residency.**

Recommended Ordinance Changes 


Chapter 58, Article 3, Section 58-68
False representation of residency prohibited

It is unlawful and an offense for a person to knowingly make a false representation on any document or to present to town employees any document containing false information in order to gain membership in AAC **or TCAC**. It is unlawful and an offense for a person to knowingly give false verification of residency of a tenant of rental property to town employees in order for the tenant to gain membership in AAC **or TCAC**.

Recommended Ordinance Changes 


Chapter 58, Article 3, Section 58-69
Failure to exhibit membership card

Members of the AAC **and TCAC** shall present town membership cards upon request by the director or the police department. Failure to produce and exhibit such card may result in ejection from **park property** **the AAC**.

Recommended Ordinance Changes 

Chapter 58, Article 3, Section 58-70
Fees


A nonrefundable fee for processing the application for AAC **or TCAC** membership shall be charged at the time of application or reapplication. The amount of the fee shall be determined by the city council. **Additional fees associated with the use of the AAC are listed below.**



Recommended Ordinance Changes

Recreation Fee Schedule		
Membership Fees		
One-Time Membership	\$10.00	Nonrefundable
Administrative Fee		
Replacement ID Card	\$10.00	
Children's Activity Center (CAC)		
CAC Drop In	\$1.00	
CAC Punch Pass - 15 Punches	\$10.00	
Late Pick Up Fee		
1 to 14 minutes	\$10.00	
15 to 29 minutes	\$20.00	
30 to 59 minutes	\$50.00	
Group Exercise Classes		
3 Months	\$75.00	
3-Months 50 Plus	\$37.50	
15 Punch Pass	\$40.00	
15 Punch Pass 50 Plus	\$20.00	
Drop in Group Exercise	\$4.00	
Drop in Group Exercise 50 Plus	\$2.00	
Summer Camp		
Weekly Fee	\$125.00	
Late Pick Up Fee		
1 to 14 minutes	\$10.00	
15 to 29 minutes	\$20.00	
30 to 59 minutes	\$50.00	


Miscellaneous Fees	
Small Towel Rental	\$0.25
Large Towel Rental	\$0.50
Towel Punch Pass	\$15.00
Lost Large Towel	\$14.00
Lost Small Towel	\$5.00
Outdoor Pool Guest Fee	\$3.00
Guest Fee Ages 15 and Older	\$8.00
Guest Fee Ages 8-14	\$4.00
Guest Fee Ages Under 7 years old	\$2.00
Lost Key	\$10.00
Independent Contractor	20%
Reimbursement	
Equipment Replacement/Damage	Based on replacement or repair cost
NSF Check Fee	\$35.00
Pavilion Rentals	
Pavilion Rental Outdoor Pool	
Refundable Deposit	\$50
20 people	\$50/hour
21 to 30 people	\$75/hour
Pavilion Rental Lac Lac Parks	
Refundable Deposit	\$150
3 hour maximum	\$0.00
Pavilion Rental Lac Lac Park	
Refundable Deposit	\$150
First 3 hours	\$75.00
Each additional hour up to max of 8	\$25.00
Other Program Fees	
50 Plus Trips and Programs	Fees Vary
Children's Programs	Fees Vary
Fitness and Adult Programs	Fees Vary



Recommended Ordinance Changes

Chapter 58, Article 3, Section 58-71 Enforcement


<ol style="list-style-type: none"> 1. Ejection from park property the AAC. The director and Town's police department shall have the authority to eject from park property the AAC any person acting in violation of this chapter or any person whose membership in AAC has been suspended or revoked. 2. Revocation and suspension of membership. Membership in the AAC and TCAC is a privilege and not a right, which privilege is revocable by the director at any time for any reason including the violation of or failure to comply with the terms of this chapter or any administrative 	<p>policies, procedures or regulations concerning the AAC or park property. Written notice of such suspension or revocation shall be mailed by certified mail, or delivered to the member. The suspension or revocation is effective immediately upon issuance of the notice. The member has the right to appeal such suspension or revocation to the city manager or his designee within ten days from the member's receipt of the notice.</p>
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QUESTIONS?




**Other Department
Initiatives**

Member Policy Consolidation 

The purpose of consolidation is to provide:


- Easy access to information
- Additional transparency and consistency

Member Policy Consolidation 

Documents included in the consolidation:

- Parks and Recreation Ordinance Recreation Policies
- Gym Etiquette Flyer
- Stand Alone Policies
- Employee Handbook
- Children's Activity Center Rules
- Pool Rules
- Facility Rules
- Waivers and Forms


Changes to the Addison Accolade



What is 'Addison Accolade'?

- A quarterly publication of the Town of Addison Parks and Recreation Department
- Provides information on upcoming activities, programs and trips.

Starting in 2018, the Addison Accolade will have a new name....



Active Addison



Proposed Revisions to Parks and Recreation Ordinance (11/20/17)

- **Chapter 58 - PARKS AND RECREATION⁽¹⁾**

- **ARTICLE I. - IN GENERAL**

- **Sec. 58-1. - Definitions.**

The following words, terms and phrases when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

AAC means Addison Athletic Club, which is located at 3900 Beltway Drive, Addison, Texas.

Addison membership card means a photographic identification card issued by the ~~town~~Town to persons upon showing proof of ~~town~~Town residency as provided in [section 58-67](#), and payment of the fee, if any.

Director means the ~~recreation manager~~[Director of Parks and Recreation](#) for the ~~town~~Town or his designee.

Park property means any park, athletic facility, reservation, playground, recreation center or any other area in the ~~town~~Town, owned or used by the ~~town~~Town and devoted to active or passive recreation ~~and specifically includes~~, but is not acquired ~~or designated~~used by the ~~town~~Town for ~~use as such purpose a public park~~.

~~TCAC means Trinity Christian Athletic Complex, located at 17001 Addison Road, Addison, Texas, and being more specifically described in the lease agreement between the town and Trinity Christian Academy dated July 1, 1986.~~

Town means the Town of Addison, Texas.

Town park means that area designated by the ~~town~~Town as a park and which is located south of Sidney Drive and west of Woodway Drive.

User means any authorized person to be present on park property other than ~~town~~Town employees.

(Code 1982, § 10.1-1)

Cross reference— Definitions generally, [§ 1-2](#).

- **Secs. 58-2—58-30. - Reserved.**

- **ARTICLE II. - USE OF PUBLIC PARKS**

- **Sec. 58-31. - Chapter applicable to all municipal park properties.**

Unless otherwise specified, the terms of this chapter shall apply to all park property.

(Code 1982, § 10.1-2)

- **Sec. 58-32. - Request by director to stop or leave.**

When the director, in his sole discretion and judgment, determines that a person is behaving in a manner or is performing an act which is likely to endanger or is endangering the health, safety or welfare of himself or of other users, guests, employees of the ~~town~~Town or other persons, the director may ask the person to cease his activity. Upon the person's refusal to so cease, or upon his resumption of such activity or similar activity, the director may ask such person to leave the park property. It is unlawful and an offense to disobey a lawfully issued order of the director.

(Code 1982, § 10.1-12)

State Law reference— Trespass, V.T.C.A., Penal Code § 30.05.

- **Sec. 58-33. - Confiscation of certain articles.**

The director may confiscate and hold any sharp, pointed object or any article which is inappropriate to the use of park property and equipment or which may cause injury. Such article will be returned to the person upon his departure from park property.

(Code 1982, § 10.1-13)

- **Sec. 58-34. - Hours of operation; loitering prohibited.**

Normal operating hours of ~~town~~Town parks shall be from 5:00 a.m. to 11:00 p.m. every day of the year. Any park or section thereof may be declared closed to the public by the director at any time and for any interval of time, either temporarily or at regular and stated intervals (daily or otherwise), as the director shall find reasonably necessary. No person shall remain, stay, or loiter in or on any park property between the hours of 11:00 p.m. and 5:00 a.m. No person shall sleep overnight on the seats, benches, couches or other areas on park property.

(Code 1982, § 10.1-7)

State Law reference— Trespass, V.T.C.A., Penal Code § 30.05.

- **Sec. 58-35. - Closed areas.**

No person on park property shall enter an area posted as "Closed to the Public" nor shall any person use any area in violation of posted notices.

(Code 1982, § 10.1-9)

State Law reference— Trespass, V.T.C.A., Penal Code § 30.05.

- **Sec. 58-36. - Vending and peddling prohibited.**

No person on park property shall expose or offer for sale any article or thing, nor shall he station or place any stand, cart, or vehicle for the transportation, sale or display of any such article or thing. Concessionaires acting by and under the express written authority and regulation of the director are excepted.

(Code 1982, § 10.1-8)

Cross reference— Peddlers, solicitors and handbill distributors, [§ 22-61](#) et seq.

- **Sec. 58-37. - Disfiguration and removal prohibited.**

No person on park property shall willfully mark, deface, disfigure, injure, tamper with, or displace or remove, any building, tables, benches, railings, paving or paving materials, water lines or other public utilities or parts or appurtenances thereof, signs, notices or placards, whether temporary or permanent, monuments, stakes, posts or other boundary markers, recreation sporting goods, towels, weight training equipment and other health or athletic equipment or accessories, trees or landscaping materials, televisions, furniture, carpet or other structures or equipment, facilities or park property or appurtenances whatsoever, either real or personal.

(Code 1982, § 10.1-3)

State Law reference— Malicious mischief, V.T.C.A., Penal Code § 28.03.

- **Sec. 58-38. - Littering prohibited.**

No person shall deposit or leave in or on any park property any glass, bottles, broken glass, paper, boxes, cans, dirt, rubbish, waste, garbage, refuse or other trash. No such refuse or trash shall be placed or left anywhere on the grounds thereof, but shall be placed in the proper receptacles, where provided. Where receptacles are not so provided, all such rubbish or waste shall be carried away from the park property by the person responsible for its presence, and properly disposed of elsewhere.

(Code 1982, § 10.1-4)

Cross reference— Solid waste, [ch. 66](#).

State Law reference— Litter control, V.T.C.A., Health and Safety Code ch. 365.

- **Sec. 58-39. - Alcoholic beverages prohibited.**

Service, dispensing, use, consumption or possession of alcoholic beverages is prohibited at all times on park properties except as allowed by the city council.

(Code 1982, § 10.1-5)

Cross reference— Alcoholic beverages, [ch. 6](#).

- **Sec. 58-40. - Parking.**

No person shall park a vehicle in other than an established or designated parking area, and such use shall be in accordance with any posted directions in such established or designated parking area and with the instructions of any attendant who may be present.

(Code 1982, § 10.1-6)

Cross reference— Traffic and vehicles, [ch. 78](#).

- **Sec. 58-41. - Games.**

No person on park property shall take part in any games involving thrown or otherwise propelled objects such as stones, arrows, javelins or model airplanes except in areas set apart for such forms of recreation. The playing of rough or comparatively dangerous games such as football, baseball, soccer or hockey is prohibited except on the fields and courts or areas provided for such games.

(Code 1982, § 10.1-10)

- **Sec. 58-42. - Prohibited conduct generally; Enforcement.**

(a) In the interest of the public health, safety and welfare, each of the following enumerated acts is forbidden and unlawful on park property:

~~(1)~~

~~Diving off the shoulders of another person in AAC pool and spa.~~

~~(2)~~

~~Running along the banks of the pool in the AAC.~~

~~(3)~~

~~Splashing water on other persons in such a manner as to interfere with others or using the AAC pool in such a manner as to create disorder or disturbances.~~

~~(14)~~

Cursing, swearing or using indecent language.

~~(25)~~

Creating a disturbance or unnecessary or boisterous noises.

~~(6)~~

~~Throwing racquets, metal objects or other items manufactured of hard material in, on or around the basketball courts, tennis courts, racquetball courts or tracks.~~

~~(37)~~

Taking or permitting dogs or other pets within the park property unless on a leash.

~~(48)~~

Climbing fences.

(b) Enforcement. The director and/or the Town's police department shall, in connection with their duties, diligently enforce the provisions of this chapter, as it exists or may be amended, or any other ordinances applicable to parks and recreation usage, as it/they exist or may be amended. The director and/or the Town's police department shall have the authority to eject from park property any person acting in violation of this chapter, as it exists or may be amended, or any other ordinances applicable to parks and recreation usage, as it/they exist or may be amended.

(Code 1982, § 10.1-11)

• **Secs. 58-43—58-65. - Reserved.**

• **ARTICLE III. - ADDISON ATHLETIC CLUB AND TRINITY CHRISTIAN ATHLETIC COMPLEX**

• **Sec. 58-66. - Use restricted to members and guests.**

The use of the grounds, facilities and equipment of the AAC ~~and TCAC~~ is restricted to current members of AAC and guests of such members. Only bona fide residents of the ~~town~~Town and their dependents ages eight-3 months through 18 shall be eligible to become members of AAC. Employees of the ~~town~~Town may become conditional members of AAC upon the terms and conditions established by the director. Minimum membership requirements include the following:

(1)

A valid state department of public safety driver's license or state department of public safety identification card which shows a current residential address within the corporate limits of the ~~town~~Town;

(2)

~~A~~ current document such as a utility bill, vehicle registration, voter's registration, credit card statement, vehicle insurance, or other document, as approved by the director, which shows the same address as in (1) above; and

(3)

~~I~~f an applicant is living in an apartment, a signed leasing office verification form from the owner or manager of the apartment.

The director may require additional information if deemed necessary. Birth certificates of dependent children may be requested in order to establish age. Exceptions to the minimum membership requirements listed above shall only be made for: (i) residents participating in the Texas Department of Public Safety Confidentiality Program; or (ii) residents who are active military. The Town may request documentation from a resident to support these exceptions.

Individuals with a ~~Town Addison~~ business address or hotel address, including extended stay, are not eligible for membership. Owners of residential properties are not eligible for membership unless they currently reside on the property or at another ~~Town Addison~~ residence.

(Code 1982, § 10.1-15; Ord. No. 003-006, § 1A, 3-11-03)

- **Sec. 58-67. - Process for membership:**

(a) Any adult person who is a current resident of the ~~town~~Town may make an application at the AAC for ~~bona fide~~ membership on an application form prescribed by the ~~town~~Town. Upon presentation of proof of residency as required in section 58-66 and upon completion of the application process to the satisfaction of the Town and payment of fees, if any, the applicant will be issued a photograph membership card. After issuance of a membership card, memberships shall be renewed annually with proof of current residency.

(Code 1982, § 10.1-16)

- **Sec. 58-68. - False representation of residency prohibited.**

It is unlawful and an offense for a person to knowingly make a false representation on any document or to present to ~~town~~Town employees any document containing false information in order to gain membership in AAC ~~or TCAC~~. It is unlawful and an offense for a person to knowingly give false verification of residency of a tenant of rental property to ~~town~~Town employees in order for the tenant to gain membership in AAC ~~or TCAC~~.

(Code 1982, § 10.1-17)

- **Sec. 58-69. - Failure to exhibit membership card.**

Members of the AAC ~~and TCAC~~ shall present ~~town~~Town membership cards upon request by the director or the police department. Failure to produce and exhibit such card may result in ejection from the AAC park property.

(Code 1982, § 10.1-18)

• **Sec. 58-70. -~~Membership f~~ees.**

A nonrefundable fee for processing the application for AAC ~~or TCAC~~ membership shall be charged at the time of application or reapplication. The amount of the fee shall be determined by the city council. Additional fees associated with the use of the AAC shall be established by the city manager or his/her designee are listed below.

<u>Recreation Fee Schedule</u>		
<u>Membership Fees</u>		
<u>One-Time Membership Administrative Fee</u>	<u>\$10.00</u>	<u>Nonrefundable</u>
<u>Replacement ID Card</u>	<u>\$10.00</u>	
<u>Children's Activity Center (CAC)</u>		
<u>CAC Drop In</u>	<u>\$1.00</u>	
<u>CAC Punch Pass - 15 Punches</u>	<u>\$10.00</u>	
<u>Late Pick Up Fee</u>		
<u>1 to 14 minutes</u>	<u>\$10.00</u>	
<u>15 to 29 minutes</u>	<u>\$20.00</u>	
<u>30 to 59 minutes</u>	<u>\$50.00</u>	
<u>Group Exercise Classes</u>		
<u>3-Months</u>	<u>\$75.00</u>	
<u>3-Months 50 Plus</u>	<u>\$37.50</u>	
<u>15 Punch Pass</u>	<u>\$40.00</u>	
<u>15 Punch Pass 50 Plus</u>	<u>\$20.00</u>	
<u>Drop In Group Exercise</u>	<u>\$4.00</u>	

Drop in Group Exercise 50 Plus	\$2.00	
Summer Camp		
Weekly Fee	\$125.00	
Late Pick Up Fee		
1 to 14 minutes	\$10.00	
15 to 29 minutes	\$20.00	
30 to 59 minutes	\$50.00	
Miscellaneous Fees		
Small Towel Rental	\$0.25	
Large Towel Rental	\$0.50	
Towel Punch Pass	\$15.00	
Lost Large Towel	\$14.00	
Lost Small Towel	\$5.00	
Outdoor Pool Guest Fee	\$3.00	
Guest Fee Ages 15 and Older	\$8.00	
Guest Fee Ages 8-14	\$4.00	
Guest Fee Ages Under 7 years old	\$2.00	
Lost Key	\$10.00	
Independent Contractor Reimbursement	20%	
Equipment Replacement/Damage	Based on replacement or repair cost	
NSF Check Fee	\$35.00	
Pavilion Rental Outdoor Pool (max 4 hours)		
Refundable Deposit	\$50	
20 people	\$50/hour	
21 to 30 people	\$75/hour	
Pavilion Rental Les Lacs Park: Resident (max 3 hours)		
Refundable Deposit	\$150	
3 hour maximum	\$0.00	
Pavilion Rental Les Lacs Park: Business (max 8 hours)		

Refundable Deposit	\$150	
First 3 hours	\$75.00	
Each additional hour up to max of 8	\$25.00	
Other Program Fees:		
50 Plus Trips and Programs	Fees Vary	
Children's Programs	Fees Vary	
Fitness and Adult Programs	Fees Vary	

(Code 1982, § 10.1-19)

- **Sec. 58-71. - Enforcement.**

(a)

1. —

2. — *Ejection from ~~the AAC park property~~.* The director and Town's police department shall have the authority to eject from ~~the AAC park property~~ any person acting in violation of this chapter or any person whose membership in AAC ~~and TCAC~~ has been suspended or revoked.

1. —

3. — ~~(b)~~

4.2. *Revocation and suspension of membership.* Membership in ~~the AAC and TCAC~~ is a privilege and not a right, which privilege is revocable by the director at any time for any reason including the violation of or failure to comply with the terms of this chapter or any administrative policies, procedures or regulations concerning ~~the AAC or~~ park property. Written notice of such suspension or revocation shall be mailed by certified mail, or delivered to the member. The suspension or revocation is effective immediately upon issuance of the notice. The member has the right to appeal such suspension or revocation to the city manager or his designee within ten days from the member's receipt of the notice.

(Code 1982, § 10.1-20)



ADDISON ATHLETIC CLUB
Member Policy

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WELCOME TO THE AAC!

Welcome to Addison Athletic Club. As a resident of the Town of Addison (“Addison”), the facilities of the Addison Athletic Club (AAC) are available to you. The mission of the Addison Recreation Department is to provide diverse year-round leisure opportunities through our recreational facilities and programs for the Addison residents. The benefits of leisure services are especially designed to meet the physical, mental, cultural, and social needs of our residents, while enhancing the overall quality of life in Addison.

Contact Information

Addison Athletic Club
3900 Beltway Drive
Addison, TX 75001

Phone: 972-450-7048

Website

www.addisonathleticclub.com

Online Activity and Reservations

<https://apm.activecommunities.com/addisonclub/Home>

Facebook

<https://www.facebook.com/AddisonAthleticClub/>

STAFF DIRECTORY

- **Recreation Manager**
Randy Rogers
972.450.7048
rrogers@addisontx.gov
- **Recreation Supervisor**
Pat White
972.450.7048
pwhite@addisontx.gov
- **Recreation Supervisor**
Deena Israel
972.450.7048
disrael@addisontx.gov
- **Fitness Coordinator**
Justin Pollard
972.450.7048
jpollard@addisontx.gov
- **Children's Program Coordinator**
Erin Seifert
972.450.7048
eseifert@addisontx.gov
- **Division Assistant**
Shay Price
972.450.7048
sprice@addisontx.gov

RULES AND POLICIES

CODE OF CONDUCT

The following Code of Conduct is applicable to all who visit or participate in Athletic Club programs, services and activities. As a member, participant, or guest you shall:

1. Understand that the AAC is a controlled access facility. All persons entering the facility must have a current membership or be a guest of a member. Vendors and visitors must check in at the front desk. Vendors must sign in and out on the vendor log book.
2. Behave in a courteous and respectful manner towards others at all times, including AAC staff members. All users are required to conduct themselves in a manner that does not interfere with another person's enjoyment of the facility.
3. Refrain from behavior, dress or language that is abusive, aggressive, threatening or disruptive to others.
4. Respect personal belongings of others and AAC property. Destruction or defacement of Town property, including litter, is prohibited, and member shall be responsible for the replacement or repair cost and labor (if any) of damaged equipment, personal property or real property.
5. Responsibly secure one's own personal belongings. The AAC is not responsible for lost, stolen, or damaged items.
6. Act honestly. Sharing membership cards is considered theft of service and falsifying AAC membership forms is considered forgery. It is also your responsibility to notify staff in a timely manner of any address, phone number or household changes.
7. Keep the AAC a drug, alcohol and tobacco-free environment and promptly report all illegal drug, alcohol and tobacco usage immediately.
8. Not photograph or video of any individuals or images in the facility.
9. Refrain from using cell phones or go to a private area away from other members to talk.
10. Refrain from using the speakers on personal music players. The use of headphones is required.
11. Keep account current. Accounts in arrears will result in suspension of membership until all payments in arrears are paid.
12. Keep the AAC clean by wiping of fitness equipment and surrounding area with the provided gym wipes, paper towels or personal towel. Return equipment and mats to their designated areas. Place refuse or trash in proper receptacles where provided.
13. Not post or advertise about private instruction or solicit individuals in the AAC for personal businesses, services or agencies.
14. Follow all written rules and guidelines as well as verbal directions by staff.

The Addison Athletic Club staff is authorized to take all necessary steps to enforce this Code of Conduct. Failure to comply with this Code of Conduct may result in, including but not limited to, the suspension and/or revocation of your club privileges and forfeiture of paid fees, including any other rights available at law or in equity. Recreation staff has the right to ask a member or guest to leave a facility at any time for violation of the Code of Conduct, or when conduct is considered by staff to be improper or dangerous to the facility, other members, guests, or staff.

The member has the right to appeal such suspension or revocation to the city manager or his designee in writing within ten days from the member's receipt of notice. Written notice of such

suspension or revocation shall be mailed by certified mail or delivered to the member directly.

CODE OF CONDUCT VIOLATIONS

An individual may appeal a suspension, revocation or denial of membership by notice in writing to the city manager or his designee within ten (10) days after written receipt of suspension, revocation, or denial.

LEVEL I OFFENSE

The following actions will result in a warning or a three month suspension:

- Verbal abuse toward staff or other members/guests;
- Smoking or vaping;
- Cursing, swearing, or using indecent language;
- Creating a disturbance or unnecessary or boisterous noises;
- Throwing racquets, metal objects or other items manufactured of hard material in on or around the basketball courts, tennis court, racquetball courts or track;
- Spitting anywhere inside the facility or pools;
- Failure to cooperate with staff;
- Noncompliance with established policies and rules;
- Obscene gestures;
- Clothing with offensive images or wording;
- Littering;
- Photography or video without consent; or
- Other behavior deemed a Level I offense as determined by the Director.

LEVEL II OFFENSE

The following actions may result in up to a (1) year suspension:

- Disorderly conduct;
- Physical aggression;
- Verbal or written threats;
- Behaving in a manner or performing an act which is likely to endanger or is endangering the health, safety or welfare of himself or of other users, guests, employees of the Town or other persons;
- Public intoxication, indecency and/or lewd behavior;
- Repeated Level I infractions; or
- Other behavior deemed a Level II offense as determined by the Director.

LEVEL III OFFENSE

The following actions may result in permanent cancellation/revocation of membership or denial of membership:

- Physical violence including striking, pushing, kicking or hitting;
- Fighting;
- Possession or use of alcohol or illegal drugs;
- Abuse of staff of any kind;
- Harassment;
- Public intoxication, indecency and/or lewd behavior;
- Sexual misconduct or harassment;
- Theft;
- Unlawful activity and any other behavior deemed offensive or unacceptable;
- Destruction of Town property or equipment;
- Nudity;
- False representation of residency;
- Repeated Level II infractions; or
- Other behavior deemed a Level III offense as determined by the Director.

AGE REQUIREMENTS

Children's Activity Center

- Youth age 3 months – 7 years are permitted in the Children's Activity Center. Parent/guardian must remain in the AAC, outdoor pool or tennis courts

Gym and Multipurpose Room

- Youth age 3 months – 7 years may use the gym and multipurpose room with adult supervision
- Youth age 8 – 11 may use the gym and multipurpose room without supervision if parent is on the premises. Youth may also check out games from the front desk
- Youth age 12 and older may enter the facility, use the gym and multipurpose room, and check out games without adult supervision

Indoor Pool

- Youth age 15 and younger are only allowed to use the indoor pool with adult supervision

Outdoor Pool

- Youth age 3 months – 11 years are only allowed to use the outdoor pool with adult supervision
- Youth age 12 years and older may enter the outdoor pool without adult supervision and use only the outdoor pool. They will not be permitted to use the indoor pool

Aerobic Studio and Track

- Youth age 3 months – 11 years are only allowed to use aerobic studio and track with parent or adult supervision
- Youth age 12 years and older may enter the facility and use the aerobic studio and track without adult supervision

Fitness Wing

- Youth age 14 and younger are not allowed in the fitness wing
- Youth age 15 and older may use the fitness wing without adult supervision

LIGHTNING POLICY

As a precautionary safety measure, both the Indoor and Outdoor Aquatic facilities will be closed when lightning is present in the area. This is determined by seeing lightning or hearing thunder. Closure signs will be posted by staff. The pools will re-open when the area has been cleared of lightning and thunder for a minimum of 30 minutes.

PHOTOGRAPHY

The Town of Addison reserves the right to take photographs and video recreation activities and use these for Town of Addison promotion and advertising. Members, dependents, and guests consent to this policy by virtue of their recreation membership. The use of cameras, video, and cell phones is prohibited in the locker rooms.

SOLICITATION/BULLETIN BOARD USES

Any type of commercial solicitation or promotion is prohibited

- The bulletin board in the AAC entry is reserved for Addison programs or sponsored events only.
- The bulletin boards in the locker rooms are reserved for resident-posted information, Town of Addison, and Athletic Club information. All posting must receive approval from the Recreation Manager or his/her designee. Resident posting is limited to personal items for sale, members seeking sports opponents, or members seeking services like a babysitter or house sitter. All postings must be initialed and dated by staff and posted for a maximum of 30 days.
- The bulletin board located in the aerobic studio is reserved for health and fitness information and must be approved by the Fitness Coordinator.
- Posting of events will be limited to Town of Addison sponsored events and local running/walking/cycling events.

ELECTIONEERING

Electioneering is not permitted in the Addison Athletic Club building. Please see the Ordinance No. 010-002 for definitions and details.

https://library.municode.com/tx/addison/codes/code_of_ordinances?nodeId=PTIICOR_CH54OFMIPR_ARTIINGE_S54-4ELPUBU

BICYCLES, SKATES, SKATEBOARDS & SCOOTERS

Bicycle racks are provided at the main entrance to the building and outdoor pool. Do not bring bicycles inside the building. Skates, skateboards, and scooters may not be used within the facilities.

LIABILITY

The Town of Addison shall not be responsible or liable to members, their dependent(s) or guest(s), for articles damaged, lost or stolen in or about the facilities, fields, courts or lockers, for loss or damage to any property including but not limited to automobiles and the contents thereof. Valuables cannot be held at the front desk; rather, lockers are available in the locker rooms of the facilities to secure valuables.

Members, dependents, and guests use the Addison recreation facilities at their own risk. Improper use of spa equipment, athletic equipment and participation in athletic programs may be hazardous. Members, dependents, and guests are required to read and follow instructions for proper equipment usage. All members are STRONGLY urged to have a complete physical examination before participating in any physical activity. Physical exams should be performed annually and should include a stress EKG as part of the exam.

FACILITY USE

In order to fulfill the mission of the Town of Addison Recreation Department, recreation programs and classes take priority over all other activities in the following areas including but not limited to the pools, gymnasium, aerobic studio, free zones, multipurpose room, conference room, racquetball courts, and at times other areas of the building for special programs or events. For indoor pool classes, one lane may be open for non-class participants while the class uses the rest of the pool. Non-class participants will be asked to share the open lane during classes. At times, full closure of the indoor pool may be necessary. Members may not engage in any activities that interfere with Recreation programs, classes, or events. Members who become a nuisance or disruptive will be subject to membership suspension and/or cancellation.

The Addison Athletic Club may be open to the general public for Town sponsored events that are approved by the Parks and Recreation Director.

AMERICANS WITH DISABILITY ACT

The Town of Addison ensures that no person or groups of persons shall, on the grounds of race, color, sex, religion, national origin, age, disability, retaliation or genetic information, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs, services, or activities administered, its recipients, sub-recipients, and contractors. To request an accommodation and/or an alternate format, please contact Ashley Mitchell, ADA/504 Coordinator, at 972-450-7010, or Relay Texas at 1-800-735-2989.

VENDING AND PEDDLING

No person on Athletic Club property including the parking lot shall expose or offer for sale any article or thing, nor shall he/she station or place any stand, cart, or vehicle for the transportation, sale or display of any such article or thing. Concessionaires acting by and under the express written authority and regulation of the director are excepted for Parks and Recreation events and programs.

EMERGENCIES

- Shelter – The Addison Athletic Club is a certified shelter for the American Red Cross. The AAC may be

opened as a shelter if it is determined this is the best decision in a disaster relief effort, but the Town is under no obligation to open as a shelter and has the right to refuse the request of the American Red Cross.

- Accident or Illness – Report accidents or illnesses to staff immediately. Call 911 if needed. AED equipment is located at the front desk, outdoor pool front desk, and in the 2nd floor fitness area. Staff will attend to the needs of the individual until relieved by paramedics. Staff will complete an accident/incident report.
- Loss of Power or Water – If the Addison Athletic Club loses power or water, members will be asked to evacuate the facility. Since life safety features depend on power and water, the building will be closed until these utilities are restored. Notices will be placed on the front doors and on social media.
- Fire Alarm – In the event of a fire alarm, members should evacuate the building by using the closest exit. Staff will assist with the evacuation process with the priority of assisting with disabled persons and children as needed.
- Tornado/Storm – In the event of a tornado warning being issued, staff will follow these Fire Department approved procedures:
 - Move patrons away from the perimeter of the building and exterior glass.
 - Leave exterior offices and close the door.
 - Relocate patrons to the nearest area of refuge (stairwell, Men's and/or Women's locker rooms, and gymnasium)
 - Sit down and protect yourself by putting your head as close to your lap as possible or kneel protecting your head.
 - DO NOT stay in the Lobby. Get away from areas with glass walls, windows, and ceilings.
 - Should you be caught in an outside perimeter office, seek protection under a desk, pulling a chair toward you for protection from flying glass.
 - ACTION TO TAKE WHEN LIGHTNING AND/OR THUNDER IS PRESENT
 - If lightning is spotted or thunder is heard in the area, evacuate the pools and spa.
 - Close the Natatorium and Outdoor Pool.
 - The Natatorium and Outdoor Pool may be re-opened after 30 minutes has passed without lightning or thunder.

HOURS OF OPERATION

GENERAL FACILITY HOURS

Monday – Thursday: 5:30 a.m. – 10 p.m.

Friday: 5:30 a.m. - 8 p.m.

Saturday: 8 a.m. – 8 p.m.

Sunday: 1 p.m. – 6 p.m.

CHILDREN’S ACTIVITY CENTER (CAC)

Monday – Thursday: 9 a.m. – 1 p.m. and 4 p.m. – 8 p.m.

Friday & Saturday: 9 a.m. – 1 p.m.

Closed Sunday

OUTDOOR POOL HOURS

The Outdoor Aquatic Center Season is Memorial Day weekend through Labor Day weekend.

Monday – Saturday: 12 p.m. – 8 p.m.

Sunday: 1 p.m. – 6 p.m.

HOLIDAYS

The AAC is closed on:

- New Year’s Day
- Memorial Day (outdoor pool will be open)
- Independence Day (outdoor pool will be open)
- Labor Day (outdoor pool will be open)
- Thanksgiving Day
- The day after Thanksgiving Day
- Christmas Eve
- Christmas Day

MEMBERSHIP INFORMATION

MEMBERSHIP FEE

- A one-time \$10 administrative fee will be charged for membership as long as the individual continues to reside in Addison.
- Membership must be renewed annually but is free of charge after providing proof of residency as described below. Parents must renew their dependent children's memberships.
- Expired members will not be permitted to use the AAC facilities until their membership is renewed.
- A \$10 replacement fee will be charged for each lost card.

RESIDENCY

Current Addison residents and their dependent children 3-months through age 18 will be eligible to become a member of the AAC. Residency will be demonstrated by:

- A valid Texas Driver's License or Texas Identification Card with a current Addison residential home address; and
- A Current (within the last 30 days) bill with your name and address on it (water bill, electric bill, vehicle insurance, toll tag statement, cable bill, bank statement, gun permit, telephone bill) that satisfies proof of residency Addison as determined by the AAC Manager or his/her designee.
- Apartment residents must also bring a leasing office verification form completed by the apartment leasing office.

INELIGIBILITY AND FALSE REPRESENTATION OF RESIDENCY

Individuals with an Addison business address or hotel address, including extended stay, are not eligible for membership.

Owners of residential properties are not eligible for membership unless they currently reside on the property or at another Addison residence.

It is unlawful and an offense for a person to knowingly make a false representation on any document or to present to Town employees any document containing false information in order to gain membership in the Addison Athletic Club. It is unlawful and an offense for a person to knowingly give false verification of residency of a tenant of rental property to Town employees in order for the tenant to gain membership in the Addison Athletic Club.

EXCEPTIONS

All membership applications must pass residency verification as provided for herein, with the exception of the following:

1. Individuals subject to the Texas Department of Public Safety, Confidentiality Program; or
2. Individuals and their family members who are active military and living in Addison.

Individuals who meet these exceptions as determined by the Director of Parks and Recreation, or his/her designee, shall provide proof of residency in a form that is satisfactory to the Director of Parks and Recreation, or his/her designee.

The Director of Parks and Recreation or his/her designee, may require additional proof of residency. Birth certificates of dependent children may be requested in order to establish age.

Upon the completion of residency verification, your membership application will be processed and an identification photo card will be made for each member. There is a \$10 administrative fee for processing the ID card and membership. These cards must be presented each time you come to use any of the club facilities. ID cards on cell phones are permitted. If you lose your card, a \$10 replacement fee will be charged. Members are permitted a maximum of 3 visits in a 30 day period without a membership ID card before a new ID is required to be purchased.

TOWN OF ADDISON EMPLOYEES

Town of Addison employees may become conditional members of the Addison Athletic Club upon the terms and conditions established by the Parks and Recreation Director. Family members are not eligible.

LOSS OF MEMBERSHIP

If you move outside of the Town of Addison, your recreation membership will become invalid. If you move within Addison, you must notify the AAC and complete a change of address form. Proof of residency will be required for your new address, including a current Driver's License or Texas ID card with your current Addison address.

Addison Recreation membership ID cards may not be used by anyone else; doing so may cause loss of membership of the card holder.

INVOLUNTARY CANCELLATION, SUSPENSION AND EJECTION

Any member who, at the sole determination of the Director of Parks and Recreation, or his/her designee, violates the facility rules and regulations, this policy, or whose conduct is improper or dangerous to the facility or other members, is subject to cancellation or suspension. Written notice will be sent by certified mail or delivered directly to the individual to the address provided on the membership application, and an opportunity for a written response will be made available at that time according to the notification letter. Final review and consideration will be made by the City Manager or his/her designee. The Recreation Manager or designated staff member has the right to ask a member or guest to leave a facility at any time.

GUEST POLICY

Guests may utilize the facilities in the company of an Addison resident after paying the age appropriate guest fee. Residents may only bring two guests per visit and all guests must sign in and sign a waiver prior to utilizing the facility. Four guests may be brought to the outdoor pool. Resident members are required to remain with their guests at all times.

CAREGIVERS

Caregivers – If a member needs to bring in a caregiver that is not a current member of the Athletic Club, refer

the member to a Recreation Supervisor or the Recreation Manager. Caregivers are allowed to assist members while they are in the Athletic Club and the guest fee will be waived providing the caregiver is not working out themselves and at the Athletic Club to provide care. Caregivers are required to sign the guest waiver each time they come into the Athletic Club and the guest rules apply.

LOST AND FOUND

The AAC assumes no responsibility for lost items. Personal items that are left at the club are collected and stored in a basket in the front desk closet. The Club holds these items for 30 days, after which time they will be donated. The Club will only keep dry items in the lost and found area. All wet items will be disposed of for sanitary reasons. Cash money and other valuables are marked with a date when found and put in the safe until claimed. After 30 days, the Recreation Manager will take unclaimed valuables to the Addison Police Department lost and found.

TOWEL SERVICE

Towels may be rented. These towels must be returned to the desk upon leaving. Failure to do so will result in a fee assessment for a replacement fee.

GROUP EXERCISE CLASSES

Group exercise offers a variety of benefits you might miss out on if you choose to work out on your own. Some of the benefits include exposure to a social and fun environment, a safe and effectively designed workout, a consistent exercise schedule, an accountability factor for participating in exercise, and a workout that requires no prior exercise knowledge or experience. See the front desk or www.addisonathleticclub.com for a current schedule of group exercise classes.

Group exercise class sessions are offered weekly to members. It is not required that you sign up in advance for group exercise classes. There are three ways to attend:

1. Pay as you go: pay a drop-in fee for classes attended.
2. Purchase a Punch Pass: good for 15 aerobics classes.
3. Purchase a 3 month pass: available at the front desk.

50 Plus

The 50 Plus is a senior adult activity group. If you are 50 or over and would like to participate or need more information, please Deena Israel at 972-45-7048. The Town of Addison sponsors these programs and activities. Space is sometimes limited, so register early.

INDEMNIFICATION

Member agrees to hereby release, indemnify and hold harmless The Town of Addison and AAC (collectively referred to hereinafter in this paragraph as "Town"), its officers, agents, employees, successors and assigns, from any loss, liability, damages, costs or injuries sustained by Member in connection with the membership to the AAC or use thereof. Member shall further indemnify and hold harmless and defend Town, its officers, agents, employees, successors and assigns, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with the membership to the AAC or use thereof, where such injuries, death or damages, are caused by Town's sole negligence or the joint negligence of Town and any other person or entity. It is the

express intention of the parties hereby, both the Member and the Town, that the indemnity provided for in this paragraph is indemnity by Member to indemnify and protect Town from the consequences of Town's own negligence, whether that negligence is the sole or concurring cause of the injury, death or damage.

MISCELLANEOUS

- Smoking, tobacco products, and electronic cigarettes are not allowed on the premises of the AAC.
- Alcoholic beverages and/or illegal substances are not permitted at the AAC and persons using or under the influence of these substances will be asked to leave. Staff may call the Addison police department, if necessary.
- These policies may be changed, amended or modified without notice at any time by the City Manager or his/her designee.
- Pets are not permitted on the premises of the AAC unless it is an authorized Recreation department program. Service animals are welcome.

SERVICES & RENTALS

PERSONAL TRAINING

No matter what your personal goals are, whether it is reaching your ideal weight, training for a marathon, toning or better overall health, the personal trainers at the AAC will create a program that is right for you. Personal training, teaching, coaching, or instructing at the AAC are restricted to those individuals that are contracted as personal trainers, instructors, or employed with the Town of Addison. Ask the front desk for more information on setting up a consultation with one of the personal trainers.

LES LACS PAVILION RENTAL

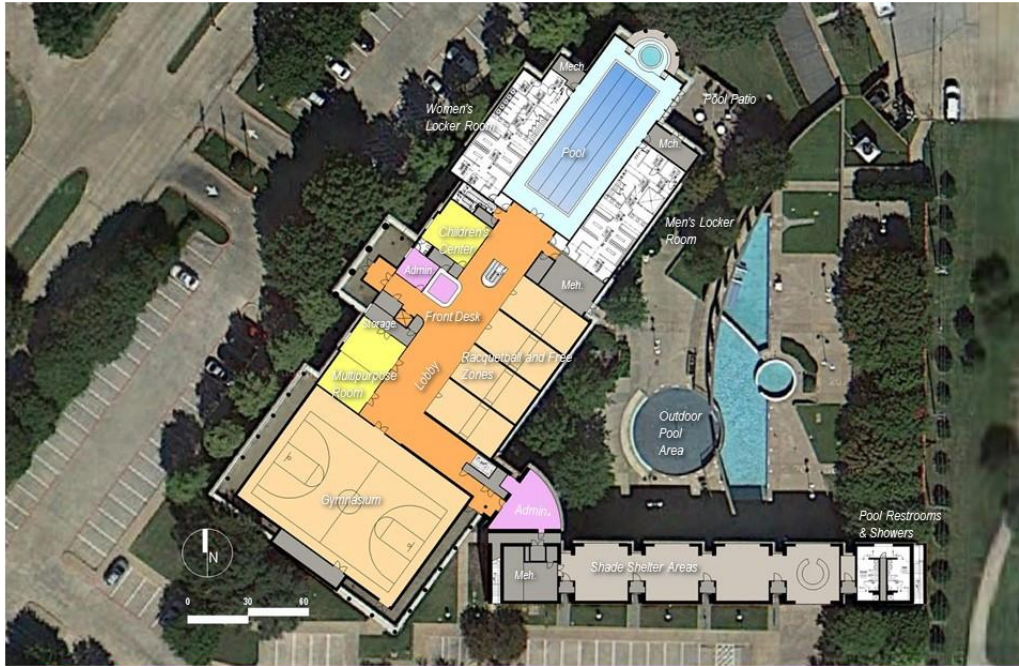
Residents pay a \$150 refundable deposit. Businesses within Addison pay a \$150 refundable deposit, plus a rental fee of \$75 for 3 hours and \$25 for every additional hour. Pavilion reservations may be made in person at the Addison Athletic Club or by calling 972.450.7048.

OUTDOOR POOL PAVILION RENTAL

There is one shaded area available for rent in the outdoor pool area. The fee is a \$50 refundable deposit and an hourly fee of \$50/hour up to 20 people, or \$75/hour for 21-30 people. Pavilion reservations may be made in person at the Addison Athletic Club or by calling 972.450.7048.

FEATURES AND ELEMENTS

The AAC is a 55,000 square foot recreation center and outdoor pool. The facility was purposely designed to offer a wide variety of activities for the enjoyment and satisfaction for all ages. From fitness, family and senior programs, there is something for everyone.



ADDISON ATHLETIC CLUB – First Floor

FIRST FLOOR FEATURES

Gymnasium & Racquetball Policies

- Court and exercise shoes only. Black soled non-court shoes are prohibited
- Shoes and shirts must be worn at all times. Ragged shorts and/or ragged T-shirts are not allowed
- Balls shall be bounced in gym only and shall not be kicked or thrown against walls
- Dunking or touching the basketball rims is prohibited
- Sports equipment should only be used in the area intended for the sport
- If the need arises, due to a crowded basketball court, a team sign up board is provided in the gym. Games will be limited to eleven points; the winners will stay on the court while the losers come off. Once you have played a game and lost, you may sign up again
- Racquets must have a safety thong and racquet guard. All racquetball players are strongly recommended to wear eye guards
- Food or drink is not permitted on the courts
- SPITTING is prohibited
- Suspension will be assessed on the second violation of these rules
- The management may prohibit use of any equipment felt to be potentially dangerous

Reservation Process for Racquetball & Tennis Courts

- Reservations are available up to 3 days in advance by calling 972-450-7048 Monday – Friday from 6 a.m. – 12 p.m.
 - Reservations are for one hour beginning on the hour, and two names are required to reserve a court
 - No back-to-back reservations will be taken
 - Only one reservation per member per day can be honored. Double booking or back to back booking is not allowed
 - A member who makes a court reservation but fails to use the court or cancel one hour in advance shall be placed on a no-show status and shall lose reservation privileges for one week
 - Courts are available on a first come, first serve basis when there are no reservations
 - Online reservations can be made by members at:
<https://apm.activecommunities.com/addisonclub/Home>
-

Conference & Multipurpose Rooms

Since the AAC is an Addison resident only facility, use of these rooms is primarily for AAC programs. AAC programs receive the first priority for reservations. Addison Home Owners Associations may request either of these rooms for meetings. Other resident only groups may request usage of the room for a public meeting. All requests will be reviewed on a case by case basis by the Parks and Recreation director or his/her designee. Guest policy and fees may be waived for Town sponsored public meetings and events. Food and drink are allowed, but not provided by the AAC. These rooms are not available for private rentals.

Reservation Process

- Requests for use of the rooms are to be directed to the Recreation Manager or his/her designee
 - The rooms will be reserved on a first come, first serve basis and no more than 3 months in advance
 - Facilities may be used during normal hours of operation only, with the exception of AAC programs.
 - Limited tables and chairs are provided. It is the responsibility of the group using the room to set up and clean up the space. The room is expected to be left in a clean and orderly condition at the end of the reservation. Future reservations may be denied if the room is not cleaned up and put back in an orderly fashion.
 - The Parks and Recreation director has full authority to refuse reservations for use of the rooms to any person, group or organization who in his/her opinion maybe be a conflict of interest or not appropriate use of facilities or will misuse or who has misused or damaged the facilities, refused to cooperate or otherwise violated AAC policies or any part of city ordinances.
-

CHILDREN'S ACTIVITY CENTER (CAC) – The Children's Activity Center (CAC) is available to members of the Athletic Club and their children ages 3 months – 7 years.

CAC Member Policies

- Visits to the CAC are limited to one visit per child per day
- Parents are required to complete the CAC registration form and waiver for each child prior to utilizing the CAC
- Parent/guardian must remain in the AAC, outdoor pool or tennis court. If using the outdoor or tennis court, you must notify staff at check in and leave a cell phone number
- There is absolutely no outside food allowed in the CAC. Spill proof bottles and juice cups labeled with your child's name are allowed. Snacks are provided by the CAC. It is the responsibility of the parent or guardian to advise staff of any dietary restrictions or allergies affecting a child.
- Staff will change diapers for children up to 3 years of age. Parents will be notified if a diaper for a child 3 or older needs to be changed. Parents must provide diapers.

- Children are to be signed by closing or a late fee may be assessed. Late fees must be paid in full in order to continue using the CAC.
- Ratio of staff to children is 10 children at a time, including 2 infants to 1 staff member. The only appointments that are guaranteed are those who make reservations ahead of time. Walk-ins are welcome up to one (1) hour before closing. In the morning walk-ins are welcome from 9:00 a.m. to Noon and in the afternoons walk-ins are welcome from 4:00 to 7:00 p.m. ONLY if space is available. If space is not available, members will be asked to schedule an appointment at a later time when space is available. Walk-in appointments may not get the full two hour appointment based on space.
- The CAC charges \$1 per child/per visit. Two hours of care are available each day/per child. Late fees are as follows: 1 to 14 minutes \$10.00, 14 to 29 minutes \$20.00, and 30 to 59 minutes \$50.00.
- A discount card for 30 visits is available for \$20 at the front desk.

CAC Guest Policies

- Guests are permitted and parent/legal guardian of the guest must be present and remain in the AAC.
- Parents are required to complete the CAC registration form and waiver for each child prior to utilizing the CAC.
- The CAC does not charge for guests ages 3 and under and charges \$2 for guests ages 4-7.

CAC Reservation Process

- Reservations are mandatory for infants (ages 3-11 months) and must be made 24 hours in advance. Reservations are optional, but recommended, for ages 1-7 years.
- Reservations may be made up to 3 days in advance.
- All reservations are allowed a 2 hour maximum from the beginning of the set reservations, not the time of arrival if tardy. Appointments will be held for up to 15 minutes before cancelling.
- Drop-ins are welcome for ages 1-7 years if space is available. Drop-in appointments start at the time of arrival.
- Drop-ins are accepted up to one hour before closing.
- A \$1 fee will be assessed for reservations for no show appointments.

CAC Wellness Policy

Please do not bring your child to the CAC if:

- Child currently has a fever;
- Child has had a fever in the past 24 hours;
- Child has diarrhea; or
- Child has a green runny nose.

The CAC staff will kindly ask the parent to reschedule at a time when the child is not ill or running fever. All toys are sanitized daily to prevent germs from spreading.

LOCKER ROOMS – Lockers are provided for members and guests in the men’s and women’s locker rooms. These lockers are for use on a per visit basis only. Any content stored overnight will be placed in lost and found. Located in both locker rooms are a steam room, sauna and showers for member and guest usage.

Locker Rooms & Family Changing Suites Policies

- Children of the opposite gender over the age of 3 are not permitted in the Men’s and Women’s Locker Rooms. Please use the Children’s Center Bathroom.

- Lockers are available for use by members and guests. Membership cards that have a hole punched in them are used to lock the lockers
 - **The Town of Addison is not responsible for lost or stolen items in lockers or locker rooms.**
 - The use of cameras, video, and cell phones is prohibited in the locker rooms.
 - No food or drinks are permitted in the locker rooms with the exception of water bottles.
-

FRONT DESK – the welcome center for the entire facility. Our friendly staff will get you scanned in and answer any questions that you may have. Register for programs and the front desk. Towels are also available for rental and must be returned to the desk upon leaving. Failure to do so will result in a fee assessment for replacing.

FREE ZONES – Located next to the racquetball courts are two free zones. One room contains a variety of equipment and the other has the large adult “jungle gym”. These rooms are open to members, ages 15 and older, at any time that there is not a class using them.



ADDISON ATHLETIC CLUB – Second Floor

SECOND FLOOR FEATURES

FITNESS WING – prepare to be amazed! We offer 6,000 square feet of dedicated fitness space. This area houses over 100 state-of-the-art cardiovascular equipment, machine weights and free weights.

FITNESS EQUIPMENT POLICIES

- Children under 15 years of age are not permitted to use the weight or exercise equipment.
- Please wipe down equipment after each use with the provided gym wipes, paper towels or your personal towel. You are an active participant in keeping our facility clean.
- Refrain from yelling or making loud noises.
- Please set weights down gently. It's very distracting to other members and damaging to the weights when they are dropped. Use a spotter to help your progression.
- Weights must be returned to appropriate racks after each use.
- Proper attire must be worn at all times. Everyone is required to wear closed-toe athletic shoes in the workout areas.
- Please share. Allow other members to use equipment or “work in” while you are resting. Saving equipment with a towel, water bottle, etc. is not permitted.
- Keep cell phone calls to a minimum. Cell phone calls may be bothersome to other members. Please keep calls to a minimum or find a private area away from other members to talk. Staff are authorized to request members or guests to leave the area if a phone call is excessive in time or sound.
- Report equipment irregularities or malfunctions to the front desk immediately.

- Safe and proper use of equipment is required at all times.
- Staff reserves the right to enforce other rules as necessary to ensure the comfort and safety of our guests.

AEROBIC STUDIO - Our aerobic studio stays busy with the group exercise classes. The room is 900 square feet. This room may be used by members when classes are not in session. Please see the front desk for a complete schedule.

INDOOR TRACK – All users must wear appropriate athletic shoes. No hard soled shoes or spiked heels are permitted. 17 laps around the track equals one mile. Participants are required to stay to the inside by the railing except when passing. Avoid blocking the track by walking more than 2 abreast. Lap rotation varies and a sign is posted on the track to instruct participants. Strollers are allowed only on the inside lane of the track to allow other participants to pass.

INDOOR NATATORIUM FEATURES

- **Hot Tub** – The Hot Tub is available for members 8 years and older.
- **Indoor Pool** - This 25 yard pool is designed to accommodate lap swim, aquatic classes and open swim.

OUTDOOR AQUATIC CENTER FEATURES

- **The Leisure Pool** – Two levels for your enjoyment and leisure.
- **The Zero Depth Entry Pool** – Perfect for younger children since it is shallow and they can walk or wade in this pool.
- **The Vortex** – Located as part of the Leisure Pool, children will never want to leave this area. This large circular area spins around and around.
- **Shaded Pavilions** – The outdoor shaded pavilions are a perfect spot to take a break from the sun. One pavilion is available for party rental.

Aquatic General Rules

- The pool is the property of the Town of Addison. Only persons with AAC memberships and permitted users are allowed to use the pool.
- Except as otherwise provided by Addison rules and regulations, all persons entering the AAC must display to Addison personnel their AAC membership card, and be individually checked in at the pool entry or at the AAC front desk.
- Children under 15 years of age must be accompanied in the pool area by an adult 18 years or older.
- Guests must be personally known to their hosts; in no event may a resident extend guest privileges to a person soliciting entry.
- Proper swimming attire should be worn. For example, cut-offs or ragged shorts are not permitted.
- Proper swimming attire should be worn. For example, cut-offs or ragged shorts are not permitted.
- Pool and spa users should shower before entering water.
- Follow the lifeguards' instructions at all times.
- Lifeguards are responsible for enforcing all rules, and any additional rules that are necessary for safety and control of the pool area.
- Avoid distracting lifeguards while they are on duty.
- Do not enter the water unless a lifeguard is on duty in the outdoor pool.
- The lifeguard stands are for use by the lifeguards only.
- All injuries on the premises should be reported to the pool supervisor or lifeguards immediately.
- In the event of an emergency or other necessary events, the pool may be cleared.
- Profanity, fighting, and any other inappropriate behavior as determined by Addison Staff will result in immediate removal from the property.
- Running and jumping into the water is not allowed.
- Diving into a pool or hot tub is prohibited.
- Persons using a pool or hot tub may not sit on each other's shoulders.
- Please walk on pool deck at all times.
- No tossing people into the air.
- Rough play, running, pushing, acrobatics, dunking, wrestling, excessive splashing, and other such objectionable and/or dangerous behaviors are prohibited.
- Inflatable toys, rafts, buoys are not permitted. U.S. Coast Guard approved life jackets only are permitted. A limited number of life jackets are available.
- Members and guests may be asked to leave the facility and suspended from using the facility for inappropriate behavior.

- Public displays of affection, such as kissing, hugging, or other bodily contact (other than holding hands) except for a brief, momentary period of time, are not allowed.
- Persons under the influence of alcohol or drugs shall not use the pool or spa.
- Soft plastic balls of reasonable size, noodles, snorkels, and facemasks are permitted at the discretion of the lifeguards.
- All non-potty trained children must wear a swim diaper.
- Anyone with diarrhea should not use the pool.
- People with an open wound or a communicable disease should not use the aquatics facilities.
- No spitting.
- Persons using prescription medications should consult a physician before using pool or spa.
- Children who cannot swim must have a parent within arms-length at all times.
- Parents are responsible for the actions of their children and other children who are their guests, this includes knowledge of the ability of the child to swim unassisted.
- Children over the age of 3 years are not allowed in opposite sex restroom.
- No glass containers.
- Possession and/or consumption of alcoholic beverages is prohibited.
- No smoking.
- No food or drinks at the side of the pool.
- Do not chew gum in the pool area.
- Animals are not allowed in the facility (Service animals are an exception).
- The indoor and outdoor pools will be closed during thunder and lightning for a minimum of thirty minutes; when necessary for maintenance operations, or as determined by the pool management for the health and safety of pool users.
- Use of the pool at times when it is closed is prohibited.
- The Town of Addison and its employees are not responsible for lost or stolen articles.
- No one is allowed to teach swimming or other aquatic lessons for financial gain.

INDOOR LAP SWIMMING RULES OF ETIQUETTE

- Absolutely no diving.
- Circle swimming when more than 1 person to a lane. Stay on right side of lane.
- Do not enter water until all swimmers are a safe distance away from the end wall.
- To pass – touch foot of lead swimmer. Lead swimmer should stop at end wall and immediately move to far side of lane. Allow a safe distance (10 feet) between swimmers before re-entering traffic.
- Do not cross into opposite side of lane to pass.
- Maintain 10 foot spacing unless passing.
- Do not stand or stop in middle of pool. Rest only at end wall near lane rope to avoid contact with others.
- **No lifeguard on duty. Members and guests swim at their own risk.**
- No one under 15 allowed without an adult 18 years of age or over.

HOT TUB RULES

- Hot tub users must shower before entering water.
- Do not submerge entire body in hot tub.
- Please, no more than 15 minutes should be spent in hot tub.
- No food, gum, glass containers, or band-aids in hot tub please.
- Please do not engage in horseplay, running or fast walking in spa area.
- Children under 8 years old are not allowed in hot tub. Children ages 8 to 14 must be accompanied in the hot tub by an adult 18 years of age or over.
- Elderly persons and those suffering from high blood pressure, heart disease, or diabetes should consult a physician before using the hot tub.
- Pregnant or nursing women should not use the hot tub without consulting a physician.
- People with an open wound or communicable disease shall not use the aquatic facilities.
- Persons using prescription medicines should consult a physician before using hot tub.
- Persons under the influence of alcohol or drugs shall not use the hot tub.
- Inflatable devices are not allowed in the hot tub.
- Users should not engage in public displays of affection.
- No spitting.
- Proper swimming attire should be worn. For example, cut-offs, ragged shorts, and/or underwear are not permitted.

Recreation Fee Schedule

Membership Fees		
One-Time Membership Administrative Fee	\$10.00	Nonrefundable
Replacement ID Card	\$10.00	

Children's Activity Center (CAC)	
CAC Drop In	\$1.00
CAC Punch Pass - 15 Punches	\$10.00
Late Pick Up Fee	
1 to 14 minutes	\$10.00
15 to 29 minutes	\$20.00
30 to 59 minutes	\$50.00

Group Exercise Classes	
3-Months	\$75.00
3-Months 50 Plus	\$37.50
15 Punch Pass	\$40.00
15 Punch Pass 50 Plus	\$20.00
Drop in Group Exercise	\$4.00
Drop in Group Exercise 50 Plus	\$2.00

Summer Camp	
Weekly Fee	\$125.00
Late Pick Up Fee	
1 to 14 minutes	\$10.00
15 to 29 minutes	\$20.00
30 to 59 minutes	\$50.00

Miscellaneous Fees	
Small Towel Rental	\$0.25
Large Towel Rental	\$0.50
Towel Punch Pass	\$15.00
Lost Large Towel	\$14.00
Lost Small Towel	\$5.00
Outdoor Pool Guest Fee	\$3.00
Guest Fee Ages 15 and Older	\$8.00
Guest Fee Ages 8-14	\$4.00

Guest Fee Ages Under 7 years old	\$2.00
Lost Key	\$10.00
Independent Contractor Reimbursement	20%
Equipment Replacement/Damage	Based on replacement or repair cost
NSF Check Fee	\$35.00

Pavilion Rentals

Pavilion Rental Outdoor Pool (max 4 hours)

Refundable Deposit	\$50
20 people	\$50/hour
21 to 30 people	\$75/hour

Pavilion Rental Les Lacs Park: Resident (max 3 hours)

Refundable Deposit	\$150
3 hour maximum	\$0.00

Pavilion Rental Les Lacs Park: Business (max 8 hours)

Refundable Deposit	\$150
First 3 hours	\$75.00
Each additional hour up to max of 8	\$25.00

Other Program Fees:

50 Plus Trips and Programs	Fees Vary
Children's Programs	Fees Vary
Fitness and Adult Programs	Fees Vary

AI-2517

5.

Work Session and Regular Meeting

Meeting Date: 01/09/2018

Department: City Secretary

AGENDA CAPTION:

Present and Discuss the **Council Calendar for January, February, March, April and May 2018.**

BACKGROUND:

Staff is requesting direction from Council regarding the meeting dates for regular Council meetings for January, February, March, April, and May 2018. Attached are the calendars for these months.

According to Chapter II, Article II, Division II, Section 2.46 of the Code of Ordinances, the City Council shall hold a regular meeting on the second and fourth Tuesday of each month commencing at 7:30 p.m.; provided, however, that such time may be changed as necessary through the posting of the new time on the agenda.

The first meeting in May has historically been moved from the second Tuesday to accommodate the canvassing of election results.

RECOMMENDATION:

Staff requests direction from Council.

Attachments

Calendar - January-May 2018

January 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 New Year's Day	2	3	4	5	6
7	8	9 Council Meeting	10	11	12	13
14	15 M L King Day	16	17	18	19	20
21	22	23 Council Meeting	24	25	26	27
28	29	30	31			

February 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6	7	8	9	10
11	12	13 Council Meeting	14 Valentine's Day	15	16	17
18	19 Presidents' Day	20	21	22	23	24
25	26	27 Council Meeting	28			

March 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5 TCA Spring Break	6	7	8	9	10
11	12 Greenhill, CFBISD, & DISD Spring Break	13 Council Meeting	14	15	16	17
18	19	20	21	22	23	24
25	26	27 Council Meeting	28	29	30 Good Friday	31

April 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 Easter Sunday	2	3	4	5	6	7
8	9	10 Council Meeting	11	12	13	14
15	16	17	18	19	20	21
22	23	24 Council Meeting	25	26	27	28
29	30					

May 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
6	7	8 Council Meeting	9	10	11	12
13 Mother's Day	14	15	16	17	18	19
20	21	22 Council Meeting	23	24	25	26
27	28 Memorial Day	29	30	31		

Work Session and Regular Meeting**Meeting Date:** 01/09/2018**Department:** Human Resources

AGENDA CAPTION:Present the **On The Spot Award Recognition Program and Recipients.****BACKGROUND:**

In June 2017, the Human Resources department implemented an On The Spot Award program to recognize Addison employees for the outstanding service they provide on a daily basis to our internal and external customers. This program allows for employees to be rewarded for service level delivery that exemplifies the Addison Way.

A committee of employees from across the organization have assisted the department by serving as liaisons within their respective departments to encourage employees to recognize one another.

The committee members include:

- CMO/Marketing- Crystall Cho
- Conference Centre- Monica Cerilli
- Courts- Alice Ramirez
- Economic Development- Drew Dietrich
- Finance- Michele Womack
- Fire- Sheri Baldwin
- General Services- Carl Gibson
- Human Resources- Cindy Jeong
- IDS- Beatriz Faustino
- IT- Ronnie Lee
- Parks- Paul Jackson
- Police- Anna Flores
- Recreation- Shay Price
- Special Events- Monica Marsh

Since the rollout of the program, there have been 27 employees recognized for providing excellent service. Staff has invited members of the committee and award recipients to be recognized during the Council meeting.

Attached are just a few of the many nominations submitted.

RECOMMENDATION:

Information only, no action required.

Attachments

On The Spot Submissions



On the Spot Submission Form

Date: 11/17/2017

Recipient Name: Ashley Boatright

Department: Finance

Brief Description of Action:

When we found out that Sebastien had passed away, we asked if Ashley would be willing to process AP that week and until we could get a temp to cover for us. As soon as we got her access in Munis, she immediately jumped in and printed checks within one day (even after the check printer broke). She rewrote the AP instructions so that others could easily pick up this process. She trained the temporary employee that we hired to process AP until we can find a permanent replacement because we are so short staffed. She offered to continue to print checks and oversee the invoices while we have the temporary employee in order to ensure accuracy. AP is not at all in Ashley's job description; she not only stepped up to help her team, but has also added value to the AP process.

Your Name: Amanda Turner

Department: Finance

Please fill out and submit form to the recipient's department committee member.
All submissions will be due on the 30th of the month.



On the Spot Submission Form

Date: 11/29/17

Recipient Name: Charles Williams

Department: Finance

Brief Description of Action:

Charles helped us with a special project regarding the Metroplex Mayors Association. This is not part of his job description or his department. This project was tedious, it required reviewing a year worth of bank statements, documents, and creating a spreadsheet with information. The spreadsheet he created for the report was much better than the one we previously used. He met with me to review and to tweak it, catering to the needs of the audience. Charles' help with this project is very valuable. It was a pleasure working with him because of his obvious knowledge and friendly demeanor. +

Your Name: Karla Horton

Department: City Managers Office

Please fill out and submit form to the recipient's department committee member.
All submissions will be due on the 30th of the month.



On the Spot Submission Form

Date: 09/18/17

Recipient Name: Charles Williams

Department: Finance

Description of Action (please include at least 3-4 sentences that describe service that goes above and beyond):

I worked with Charles during Oktoberfest as a ticket seller and he was the Finance personal at our tent. He took care of us while we were selling tickets: bringing water/soda to us; picking up whatever we dropped so we didn't have to get up; checking on us to see if we're okay or if we need anything; and often spraying bug-spray at our feet level to make sure we wouldn't get bug bites. I really appreciate all he did for us.

Your Name: Pla Chung

Department: Parks & IT

Please fill out and submit form to the recipient's department committee member.
All submissions will be due on the 30th of the month.



On the Spot Submission Form

Date: 11/08/17

Recipient Name: Ryan Wies

Department: Animal Control

Description of Action (please include at least 3-4 sentences that describe service that goes above and beyond):

Ryan Wies is always ready to go above and beyond for his department as well as the Police Department. He constantly helps us with many tasks and is always happy to help. Recently he has helped me put up our Christmas tree in the lobby (he also made this possible last year). As it is 13 ft tall this would not be able to get accomplished with out Ryan and his patience.

Your Name: Amy Arizmendi

Department: PD

Please fill out and submit form to the recipient's department committee member.
All submissions will be due on the 30th of the month.



On the Spot Submission Form

Date: 10/11/2017

Recipient Name: Wil Newcomer

Department: Finance

Brief Description of Action:

I would like to nominate Wil Newcomer for the OTS award. Wil comes in to workout at the club everyday during his lunch break. I witness residents walking up to him daily asking questions about the town or just wanting to engage in a conversation with him. Even with Wil being on his lunch break he takes time to acknowledge all residents whether it be just saying hi or spending time talking. It's to the point where residents light up when they see him because they know he will take time to ask them how their day is going and so on. Another reason I want to nominate him is because there are times when I myself am guilty of asking him work related questions about how to do this or that and while I try not to do it often, when I do he's always more than happy to do help. I think he deserves to be recognized because I really appreciate him taking time to help when he is here to workout, and I know the residents appreciate him as well.

Your Name: Shay Price

Department: Recreation

Please fill out and submit form to the recipient's department committee member.
All submissions will be due on the 30th of the month.



On the Spot Submission Form

Date: 08/18/17

Recipient Name: Sgt Brazelton

Department: CID

Brief Description of Action:

We had court at the beginning of the month and there was a defendant that was known to be aggressive. Sgt. Brazelton, without being asked, took it upon himself to come and stand with the Court Clerks to ensure our safety. We appreciate his kind gesture and going above and beyond his duties.

Your Name: Shalandria Heath

Department: Court

Please fill out and submit form to the recipient's department committee member.
All submissions will be due on the 30th of the month.

On the Spot Award Recommendation

Nominee: _Jeremy Schraeder, Department: Police

Jeremy came to Addison first as a Police intern. Jeremy's intern experience was a little different from the norm, as he was assigned a very complex project. Traditionally, our interns spend several weeks at a time in the various departments within the organization, as the overall goal is to expose them to as much about the law enforcement process as possible. Jeremy however was assigned to Administration and given the task of combining the departments Standard Operating Procedures and General Orders books. To put this task into perspective, each book is over 400 pages. Categorizing and numbering over 800 pages is a huge task for anyone, and is extremely tedious and time consuming. This specific project had been in the planning for some time, and there just wasn't enough time for a full-time employee to get this project started, yet alone completed. Jeremy did an excellent job combining those two documents into a single working digital version. Fast forward a year, and Jeremy is now a Police Officer for the department and assigned to the night shift.

But wait, there's more.....

The Addison Police Department is an accredited agency through the Texas Police Chief's Best Practices Recognition Program. The Law Enforcement Recognition Program is a voluntary process where police agencies in Texas prove their compliance with 168 Texas Law Enforcement Best Practices, designed to provide the best quality of service to the people of our State. Addison has been a recognized agency for the past 12 years, and is currently in the process to be re-accredited in December of this year. I share all this with you simply to show the significance of this certification, and to explain that the process preparing for re-certification is a monumental task. An essential element includes a good working Standard Operating Procedure manual, and thanks to Jeremy, we now have an inclusive and comprehensive single manual.

Additionally, Jeremy was asked, and agreed to assist with the recertification process. Jeremy has worked on the project part time, on his days off, for the past 10 months. Jeremy has gone above and beyond by not only volunteering, but by always being available and meeting incredibly short deadlines. The overall impact Jeremy has on this project is significant.

Jeremy has demonstrated his dedication to the department and his commitment to doing things the "Addison Way" in multiple contributions over several months, with particular effort this 3rd quarter of 2017. For his actions listed above, I recommend Officer Jeremy Schraeder for an On the Spot Award.

Submitted by: Shawn Allen, Department: Police



On the Spot Submission Form

Date: 7/28/2017

Recipient Name: Carl Gibson

Department: General Services

Brief Description of Action:

Every day that we see Carl he has a smile on his face. He always goes above and beyond his duty. He will never let us lift or move boxes. On one occasion we did not seal our envelopes and there were a bunch, but we had to get them out. Carl said no problem he will take care of it. He is truly an example of the Addison Way!

Your Name: Alice Ramirez

Department: Courts

Please fill out and submit form to the recipient's department committee member.
All submissions will be due on the 30th of the month.



On the Spot Submission Form

Date: 08/16/17

Recipient Name: Julie Wyatt

Department: Court

Brief Description of Action:

Julie is a very thoughtful and kind hearted person. She is always going out of her way to make others feel special. Julie purchases butterscotch candy with her own money to hand to our hard working Parks employees and Carl when he stops by daily to bring the mail. She also blesses the Post Office employees, UPS, FedEx, Dunbar and the plant guy with two pieces of butterscotch. Every time she hands these two pieces of butterscotch out the smiles on the recipients faces get brighter. They leave feeling very appreciative of such a small gesture. In her words, "Two pieces of butterscotch goes a long way." +

Your Name: Shalandria Heath

Department: Court

Please fill out and submit form to the recipient's department committee member.
All submissions will be due on the 30th of the month.



On the Spot Submission Form

Date: July 17, 2017

Recipient Name: Pla Chung

Department: Parks

Brief Description of Action:

The Budget Team would like to nominate Pla for outstanding interdepartmental cooperation and internal customer service. The Budget Office has been working to create an easy-to-understand flowchart on interfund transfers for a budget presentation for more than a week. We were at our wit's end trying to create this chart, so we reached out to Pla. Not only did she drastically improve it, she was very cheerful and willing to help. The CFO, the Budget Manager and the Senior Budget Analyst really appreciate her assistance in making this presentation a success!

Your Name: Terri Doby

Department: Finance

Please fill out and submit form to the recipient's department committee member.
All submissions will be due on the 30th of the month.



On the Spot Submission Form

Date: 10/11/17

Recipient Name: Officer Keith Wilson

Department: Police

Brief Description of Action:

On 10/04/17 we had court and Officer Wilson stopped by to check on the court clerks. While Officer Wilson was here checking on the clerks, a couple of customers walked in pacing back and forth anxiously while other customers were being helped. When it came time for the anxious customers to approach the window they were argumentative. Officer Wilson kindly stepped forward to where the anxious customers could see him. Once the customers seen Officer Wilson, they became less argumentative and more receptive to the information that the clerks were giving them. Officer Wilson was not dispatched to check on the court clerks. He did this kind gesture on his own and we were very grateful for his presence.

Your Name: Shalandria Heath

Department: Court

Please fill out and submit form to the recipient's department committee member.
All submissions will be due on the 30th of the month.

AI-2543

8.

Work Session and Regular Meeting

Meeting Date: 01/09/2018

Department: City Manager

AGENDA CAPTION:

Consider Action to Approve the **December 12, 2017 Regular Session and the December 15, 2017 Special Session City Council Meeting Minutes.**

BACKGROUND:

The City Secretary has prepared meeting minutes for Council approval.

RECOMMENDATION:

Administration recommends approval.

Attachments

Minutes- December 12, 2017

Minutes- December 15, 2017

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL WORK SESSION

December 12, 2017

Addison Town Hall, 5300 Belt Line Rd., Dallas, TX 75254
5:00 p.m. Executive Session & Work Session | 7:30 Regular Meeting

Present: Mayor Joe Chow; Mayor Pro Tempore Ivan Hughes; Deputy Mayor Pro Tempore Jim Duffy; Councilmember Al Angell; Councilmember Tom Braun; Councilmember Paul Walden; Councilmember Lori Ward

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:

Town of Addison v. Landmark Structures, L.P., Urban Green Energy, Freese and Nichols, Inc. v. SWG Energy, Inc. - Cause No. DC-15-07691 44th Judicial Court, Dallas County

4800 Airport Parkway

Section 551.074, Tex. Gov. Code, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, pertaining to:

City Manager Evaluation

Executive Session convened at 5:07 p.m.

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 matters discussed in Executive Session.

Open Session Reconvened at 6:53 p.m. with no action taken regarding the

above Executive Session items.

WORK SESSION

Work Session began at 6:59 p.m.

3. Present and Discuss Next Steps for the Addison Circle Park Interactive Display Fountain.

Parks Director Michael Kashuba briefed the Council on the background of this item. In December 2015 staff discovered that the the water level in the basin of the interactive display was low. A fountain maintenance contractor and the original fountain installer assessed the issue and discovered that there are multiple breaks in the underground piping and missing grout in the plaza contributing to water loss.

Janna Tidwell, Assistant Director of Parks, presented slides showing the issues with the fountain. She identified other issues that include cracked limestone bands in the paving that present safety issues and aesthetic concerns, and some lighting fixtures in the paving that have settled or are non-functional. Three solutions were presented. Option 1 is to remove the fountain at a cost of approximately \$175,000. Option 2 includes two parts: Option 2a is to restore the fountain (\$350,000) and Option 2b includes the restoration (Option 2a) and to modernize the fountain. This includes upgrading the lighting to color RGB LED lights, relocating the limestone blocks to improve pedestrian paths, re-paving the plaza in the fountain area, repairing the retaining wall and setting up zoned spray areas. The cost for Option 2a and 2b is approximately \$475,000. Option 3 includes the repairs and modernization of Option 2 plus it includes upgraded spray features with crowd controlled technology. Option 3 cost is approximately \$675,000. Ms. Tidwell noted that there are only a few fountains of this type in operation, and that it is available from a sole source provider. It is anticipated that funding for the project would come from Hotel Occupancy Tax proceeds. Direction from Council was requested.

Following considerable discussion by Council, City Manager Wes Pierson stated that staff will perform a cost/benefit analysis on options 2b and 3 and bring that information back to the Council.

4. Present and Discuss **Fundamentals of Municipal Debt.**

At 7:37 p.m. City Manager Wes Pierson suggested to Council that this item be tabled to a future meeting. The Mayor agreed and then tabled the item.

5. Present and Discuss the **Use of Artificial Turf Within Required Landscape Areas, per the Town's Ordinance.**

Assistant Parks Director Janna Tidwell gave a brief background of this item. The Town's Urban Center Zoning has minimum front yard and streetscape requirements that apply to and were met by Meridian Square Townhomes. The Town's landscape ordinance requires the use of living plant material within required landscape areas. Meridian Square Homeowners Association installed artificial turf within the required front yard landscape area. The installation of artificial turf has put the property in non-compliance with the Town's Landscape Regulations. Several Council members asked staff to bring this item for discussion.

This item was brought forward at the October 24, 2017, Council meeting. During the discussion staff was asked to conduct further research on:

- The impact of artificial turf in other communities
- How other communities establish their ordinances
- Environmental impacts
- Aesthetics
- The long-term perspective impacts on homeowners related to the installation of artificial turf

Ms. Tidwell presented sample ordinances from six California cities. The ordinances included factors such as environmental impacts, aesthetics, locations, percentages allowable, and quality requirements. Comparative cities within the Metroplex area were surveyed. Environmental concerns include heat that is generated by a turf surface and storm water run-off. Ms. Tidwell provided slides of possible scenarios of percentages that might be considered if the ordinance is amended, however, she added that staff did not recommend making changes for the following reasons: 1) Does not meet the environmental objectives of Addison's landscape ordinance; 2) Requires modifications to the landscape ordinance; and 3) Would require continued staff oversight.

Four options were presented for Council consideration:

- 1) Not allow artificial turf in any front yard or within any required landscape areas.
- 2) No change to current ordinance.
- 3) Allow in all single family, duplex, townhome and townhome like properties.
- 4) Allow in all single family / duplex zoning, plus urban center townhome zoning with homeowner association oversight.

Pros and Cons of each option were presented. Ms. Tidwell added that the Town could possibly require property owners to be responsible for repairs of turf in right-of-ways of homes in the event of utility work.

During Council discussion it was suggested the Town implement a pilot program for Option 4 that would maintain the status quo and homeowner association (HOA) roles in the Meridian subdivision. City Manager Wes Pierson requested the city attorney prepare an amending ordinance to allow a pilot program that includes HOA agreements.

Work Session adjourned at 8:25 p.m.

REGULAR MEETING

Regular Session convened at 8:31 p.m.

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Mayor Chow recognized the Town's Oncor representative who is relocating to Corpus Christi and introduced the new representative.

Discussion of Events/Meetings

City Manager Wes Pierson told the Council that the finalized Budget Book has been provided and thanked staff for their work on it. He reminded Council that there will not be a second regular meeting in December; there is a special session on December 15th. Town offices will be closed on December 24th and 25th. Police and Fire departments are holding a toy collection for Santas Heroes until Friday December 15th. MPT Hughes thanked all who helped with the Vitruvian Lights run the previous week. He also recognized

Councilmember Duffy for participating in the rib eating contest at Soulman's BBQ over the weekend. He then announced that the winner of the contest was Addison Police Officer Andy Biggs. As a result, Soulman's BBQ donated \$1,000 to the Texas Fallen Officers Association.

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.

There were no requests to speak.

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.

7. Consider Action to Approve the **November 14, 2017 and the November 28, 2017 Regular City Council Meeting Minutes.**
-

8. Consider Action to Approve a **Resolution with Felix Construction Company, Inc., for the Rehabilitation of the 2.0 Million Gallon Surveyor Ground Storage Tank and Pipeline Improvements Project and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$2,511,711.

Motion to approve Consent items 7 and 8- Councilmember Walden; second by Councilmember Angell; motion passed with a vote of 7-0.

9. Consider Action to Approve a **Resolution Endorsing the Design of the Aerial Rail Crossing of Midway Road as Part of the Cotton Belt Regional Rail Project.**

This item was pulled from the Consent Agenda for separate discussion by MPT Hughes.

MPT Hughes advised that a resident had contacted him asking whether there should be single or double arches on the railway bridge. It was noted that DART has no position on the matter. Deputy City Manager Ashley Mitchell said that the width of the rail bridge should be about the same and the Wheeler Bridge and would still be visually "open" if there are two arches. Brief discussion followed.

Motion to amend the resolution to reflect our preference for two (2) arches if feasible and aesthetically compatible - MPT Hughes; second by Councilmember Ward; motion passed with a vote of 7-0.

Regular Items

10. Hold a Public Hearing, Discuss, and Consider Action on an **Ordinance to Approve the Development Plan for the Development of the Elan Addison Grove Project Including a Site Plan, Landscape Plan, Utility and Drainage Plan, Building Elevations and Floor Plans for 321 Multifamily Units, Including Amenities, as well as Ground Floor Retail Space, in an Existing Planned Development District (PD O16-003) Located on Approximately 4.194 Acres, Addressed at 4150 Belt Line Road.** Case 1767-Z/Elan Addison Grove.

Assistant Director of Development Services Charles Goff presented this item to the Council. He stated that the property in question was previously zoned as a Planned Development and the plan being presented is for a 4-story multi-family development. He reviewed the location and stated the plans comply with all requirements. The Addison Planning and Zoning Commission, meeting in regular session on November 21, 2017, voted to recommend approval of development plans for the Elan Addison Grove project including a site plan, landscape plan, utility and drainage plan, building elevations and floor plans for 321 multifamily units, including amenities, as well as ground floor retail space, in an existing Planned Development district (PD O16-003) located on approximately 4.194 acres, addressed at 4150 Belt Line Road, subject to no conditions. It was noted that the DART bus stop will need to be relocated.

Developer Andrew Ord made a detailed presentation of the elevations, site plan and overall concept to the Council. There was discussion regarding the types of stone and finishes for the exterior,

as well as apartment sizes and rents, retail areas and parking. MPT Hughes confirmed there will be no construction traffic on Beltway, and Magnolia Street would have no change.

Mayor Chow opened and closed the public hearing at 9:30 p.m. with no one wishing to speak.

Motion to approve- DMPT Duffy; second by MPT Hughes; motion passed with a vote of 7-0.

-
11. Hold a Public Hearing, Discuss, and Consider Action on an **Ordinance to Approve Changing the Zoning on Property Located at 15003 Inwood Road, Which the Property is Currently Zoned C-1, To a PD, Planned Development District, Allowing all C-1 Uses, plus Manufacturing and Assembly Uses, and Establishing Modified Development Standards.** PUBLIC HEARING Case 1766-Z/Fish Gallery

Assistant Director of Development Services Charles Goff presented this item. The property located at 15003 Inwood Road is currently a vacant one-story retail building of approximately 18,500 square feet, and was most recently occupied by Sigel's liquor store. The site is bordered by another single-story retail center to the south and a self-storage facility, consisting of several single-story buildings, to the north and west. The site is zoned Commercial-1, C-1, which allows for a variety of retail/showroom and office uses, but does not allow manufacturing or parts assembly. The site was developed in 1983 and is required to abide by the zoning requirements in place at that time. The current landscaping regulations were approved in 2008, meaning that this site, as it is today, is exempted from these regulations. However, the regulations state that they become applicable at such time a property is rezoned, including to a Planned Development district. The Fish Gallery is proposing to purchase this building and use a third of the space into retail/showroom and office space totaling approximately 6,300 square feet. Most of the building, 12,200 square feet, would be converted to manufacturing and aquarium assembly space, inclusive of a large oven for molding glass, a welding room, an acrylic sanding and polishing room, a build room with finishing tables, and a separate space with a variety of machinery. Manufacturing and parts assembly uses are considered industrial type uses and are currently only allowed in the Town's three Industrial districts. Development standards in the Industrial district are typically lower than those in the Town's other zoning districts and are

not in keeping with the Town's vision for this corridor. In working with the applicant, staff indicated that elevating the quality of development on this corridor was an important goal for the Town. Therefore, Fish Gallery is requesting to rezone the property to a Planned Development primarily to adjust the list of allowed uses to include manufacturing and parts assembly, as well as provide for modified standards. The applicant is proposing to re-purpose the existing single-story building for the proposed uses. The exterior facades of the building would be upgraded to add masonry. The site would also see increases in the amount of landscaping as well as the construction of sidewalks.

The plans show a future east-west street that staff, and subsequently the Planning and Zoning Commission, believed would have right-of-way land donated by the developer, The Planning and Zoning Commission approved this item on November 21, 2017 with the condition that the applicant increase the glazing on the building elevations fronting the street. Mr. Goff explained to Council the applicant has since indicated there was a misunderstanding regarding the street right-of-way, adding that he would sell but not donate the property to the Town. Several Council members expressed that this item should go back to the Planning and Zoning Commission for reconsideration based on this new information.

Mayor Chow opened the public hearing at 9:00 p.m. Upon further discussion of the Council the public hearing was not closed and the following motion made:

Motion to remand back to the Planning and Zoning Commission at its December 19, 2017 meeting and return to the Council to continue the public hearing on January 9, 2018 because the roadway was not discussed and the staff report indicated that the new road shown on the plans would be dedicated to the Town, with direction to the Planning and Zoning Commission that they consider accommodating the new road - MPT Hughes; second by Councilmember Braun; motion passed with a vote of 7-0.

-
12. Present, Discuss, and Consider Action on an **Ordinance Granting a Meritorious Exception for 7-Eleven, Located at 3710 Belt Line Road, from the Code of Ordinances, Chapter 62 Section 62-140. - Gasoline Signs in Order to Permit a Total Number of Signs Exceeding the Allowed Maximum.**

In 2015, the Town of Addison amended the Sign Code to allow for an increase in the size of gasoline price-per-gallon signs, from four square feet to twelve square feet, and to limit the number of signs by allowing one sign for every four pumps, up to a maximum of four signs total. Prior to this change, there was no limit on the number of signs that could be installed.

The 7-Eleven/ExxonMobil located on the southeast corner of Belt Line Road and Marsh Lane, at 3710 Belt Line Road, recently upgraded their gas station signage. This process started in March of 2017 and included discussions with staff and an early submittal of plans.

A component of the proposed changes included replacing the four existing manual changeable copy gasoline price-per-gallon signs with four new LED Price signs. Although gasoline price signs do not require permits, staff notified the sign contractor on three occasions during conversations about the other proposed signage that any new price signs would need to comply with Section 62-140.

In September, staff was on-site inspecting other signs that did require permits and observed the four new LED price signs. Since the property has twelve fuel pumps and Section 62-140 permits one sign for every four pumps, the the property is only permitted to have three signs. Staff issued a notice of violation indicating that one of the signs needs to be removed. The property owner is requesting a meritorious exception to be allowed to keep the fourth sign.

Sign Contractor Tommy Bell addressed the Council by saying that if required to remove one of the signs, he would remove the one that faces the store. He also stated that there must be an misunderstanding since the plans always showed four signs.

Motion to deny- DMPT Duffy; second by Councilmember Walden; motion passed with a vote of 7-0.

-
13. Present, Discuss, and Consider Action on a **Resolution to Appoint Members to the Addison Circle/Cotton Belt Special Area Study Advisory Committee.**

Charles Goff presented a list of DART Cotton Belt Area Focus Group members. It was noted that contact was not made with all on the list and with further discussion, Council advised staff to re-advertise for residents interested in being appointed to this new committee. Mayor Chow suggested that each Council member present one resident and

one business representative and limit the committee to 14 people.

[Applicants may also be interested in other committee opportunities.]

Motion to table this item- Councilmember Braun; second by Councilmember Angell; motion passed with a vote of 7-0.

-
14. Present, Discuss, and Consider Action on a **Resolution to Approve a Professional Services Agreement with Pacheco Koch Consulting Engineers, Inc. for the Belt Line Road Enhancements Master Plan (Belt Line Phase 1.5) and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$85,689.60.

Parks Director Michael Kashuba reviewed this item. He added that the proposed consultant was selected from three (3) respondents to the Request For Proposals. The original budgeted amount of \$250,000 included all of Belt Line and this agreement is for the segment from Marsh to Midway Road in the amount of \$85,689.60.

The focus for this project is on the following elements in this order:

- 1) Intersections
- 2) Bus Stops
- 3) Right-of-Way
- 4) Found Space

The project should begin in January and take 180 days to complete. MPT Hughes pointed out that there have been master plans conducted in the past that may be useful in the process, and that Council should apply a time limit. City Manager Pierson advised that an Implementation Plan will be prepared in the near future. Councilmember Walden inquired about an enhanced landscape plan for this area. Mr. Kashuba responded that this component will be addressed in the future, due to the extra right-of-way that would be identified and acquired as part of a Landscape Master Plan.

Motion to approve- Councilmember Walden; second by Councilmember Angell; motion passed with a vote of 7-0.

-
15. Present, Discuss, and Consider Action on a **Resolution to Approve a Professional Services Agreement with Moore Iacofano Goltsman, Inc. for the Parks, Recreation and Open Space Master Plan and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$125,000.

Parks Director Michael Kashuba presented this item. He added that this consultant was selected through a Request For Qualifications (RFQ) process. The start date for the project is December 2017 and is expected to be completed in September 2018; it will then be presented to Council for adoption.

The current Parks Master Plan was completed in May 2009 by Grant Development Services and adopted by Council on May 26, 2009. As part of the Fiscal Year (FY) 2018 budget process, Parks staff requested funds to update the Master Plan as it is nearing completion in its current form. Additionally, the updated master plan may be eligible for the 'Project Priority Scoring System' for Local Park Grants Program through Texas Parks & Wildlife.

Motion to approve- MPT Hughes; second by Councilmember Ward; motion passed with a vote of 7-0.

Meeting adjourned at 10:00 p.m.

Mayor-Joe Chow

Attest:

Interim City Secretary- Christie Wilson

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL WORK SESSION

December 15, 2017

5:00 p.m. Special Meeting

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

Present: Mayor Joe Chow; Mayor Pro Tempore Ivan Hughes; Deputy Mayor Pro Tempore Jim Duffy; Councilmember Al Angell; Councilmember Tom Braun; Councilmember Paul Walden; Councilmember Lori Ward

WORK SESSION

1. Present, Discuss, and Consider Action on the **Classification, Compensation, and Certification Study Results and Recommendations.**

City Manager Wes Pierson opened the discussion by advising Council that a few of the presentation slides that were published earlier in the day have been updated and hard copies of the presentation have been provided. Human Resources Director Passion Hayes reminded the Council that the study includes 13 comparison cities, adding that eight (8) of those have established pay practices.

She reviewed the Town's Adopted Compensation Philosophy as follows:

"The purpose of the merit and market pay plan is three-fold: 1) To encourage excellence in service by tying salary increases to job performance; 2) To reward employees for their efforts and job performance, and; 3) To remain competitive with other metroplex cities in regards to the Town's compensation program by paying employees *better than the average* of our comparison cities.

We support an *open range system* in compliance with our compensation philosophy. We will annually budget for market and merit adjustments for compensation that are fair and sustainable."

Matt Weatherly, President of Public Sector Personnel Consultants, presented the study and updated compensation plan. He reviewed the steps involved that included having the employees fill out a job questionnaire, and visiting with the department heads to review job descriptions and current certification pay. A salary survey of the comparison cities was conducted and examples of specific positions were provided. Mr. Weatherly further explained the methodology for utilizing market data to evaluate pay ranges (minimum, mid-range, maximum.) It was noted that not all cities provide merit increases or cost of living, while others include both. Job descriptions from other cities were also used to complete the comparison. Additionally, certification pay of each comparison city was evaluated.

Implementation cost options and a plan to phase in the changes were presented. City Manager Pierson recommended Phase I of the plan with the option of "1% over market" be considered at a total cost of \$1.28 million. He stated that in order to fund 50% the salary market adjustments early in 2018, the department heads have trimmed their operating budgets for the current fiscal year in the amount needed (\$684,000). Phase II of the Implementation Plan would occur in Fiscal Year 2019 with a 4% merit budget, plus 50% of the remaining market adjustment. Phase III in Fiscal Year 2020 has a 4% merit budget plus any remaining market adjustment.

City Manager Pierson presented a Long Term Planning Model to show the implications of implementing this plan. He expressed that he wants the Council to understand that a decision on this pay plan may impact other things going forward. The model uses assumptions and provides a "potential" financial future. Options included a conservative approach in 2019 resulting in a \$1.4 million deficit; no sales tax or property tax increases were considered. Budget considerations for 2019 may include possible revenue increases and expenditure priorities may change. Beyond 2019, ten year rolling average increases have been applied. He reminded Council that a Special Project Fund created at the end of each budget year and comprised of savings in that year are used the following year for special projects. He stated those funds could possibly go toward compensation line items. Mr. Pierson then pointed out that in 2020, 2021 and 2022 Transfers Out include payments for the Addison Grove incentives [reimbursement for public infrastructure improvements, \$750,000 budgeted yearly] and briefly reviewed how those might be funded. He reemphasized that consideration should be given on how this pay plan, if adopted, is sustained going forward. The fund balance is currently

35.5 percent of current budgeted expenses and can be used to fund increases, however, he expressed that he would rather use recurring revenue to pay for recurring expenses.

Mr. Weatherly continued by reviewing the certification pay comparison results that included some cities offering certification pay for Fire, Police, Utilities, and some for Development Services, Municipal Court and Bilingual employees. Proposed guidelines and recommendations for certification pay were presented. City Manager Pierson advised that there is currently \$175,000 budgeted in the FY 2018 budget for certifications and the current expense is approximately \$120,000.

Mayor Chow, along with several other Council members, expressed that the Town should conduct such a study every two years so that in the future the Town does not get below the market again. Additionally, several Council members expressed their appreciation to staff and approval of the plan. Director Hayes told the Council that if this plan is approved, she will meet with the employees and the department heads to explain how the process will work. City Manager Pierson also advised that if approved, a budget amendment ordinance will be prepared for council approval at a future meeting. The Council discussed making a motion to adopt the implementation plan as discussed.

Motion to approve with a pay structure of 1% over market, to be effective on the January 19, 2018 payroll- Councilmember Walden; second by Councilmember Braun; motion passed with a vote of 7-0.

Adjourn Meeting

The meeting was adjourned at 6:20 p.m.

Mayor-Joe Chow

Attest:

Interim City Secretary- Christie Wilson

Work Session and Regular Meeting**Meeting Date:** 01/09/2018**Department:** Infrastructure- Development Services**Pillars:** Excellence in Transportation Systems
Optimize the Addison Brand**AGENDA CAPTION:**

Present, Discuss, and Consider Action on a **Resolution to Approve an Agreement with Page Southerland Page, Inc., for Architectural Design Services Related to the Design of a Customs and Border Protection Federal Inspection Services (Customs) Building Located at 4553 Jimmy Doolittle on Addison Airport and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$857,663.

BACKGROUND:

In November 2016, through a Request for Qualifications process, Page Southerland Page, Inc., (Page) was selected to perform a site analysis and cost alternatives for a new Customs and Border Protection (CBP) Federal Inspection Station (Customs) facility at Addison Airport. In July 2017, the Council directed staff to pursue the design of the Customs facility at the 4.6-acre mid-field site that is near the Addison Toll Tunnel at 4553 Jimmy Doolittle Drive. Council also directed staff to include the design of an option for adding the Airport administration office on that site, either as a stand-alone building or included in the Customs building. An executive summary of the site analysis and cost alternatives report is attached to this item. The full report can be found at [https://addisontexas.net/ckeditorfiles/files/Council/2416_Addison%20CBP%20Site%20and%20Alternatives%20Cost%20Analysis_FinalReport\(170630\)_compressed.pdf](https://addisontexas.net/ckeditorfiles/files/Council/2416_Addison%20CBP%20Site%20and%20Alternatives%20Cost%20Analysis_FinalReport(170630)_compressed.pdf)

Since that time, staff has been finalizing the scope and negotiating the design fee. The Scope of Work for the design of the facility will include:

- Design of demolition of the current 40,000 square foot, single-story metal hangar and associated airfield ramp and landside parking area;
- Design of the 3,400sf Customs facility and the 4,700sf airport administration office (if that option is chosen), to include the design of Mechanical, Electrical, and Plumbing (MEP) systems, IT, Audio-Visual, Furniture, Fixtures, and Equipment (FF&E), signage and wayfinding;
- Design of the 45,000 to 72,000 square foot airside ramp and landside pavement area for 12-15 parking spaces;
- Landscaping and irrigation design and site perimeter fencing;
- Coordination with Customs and Border Protection representatives;
- Cost estimating;
- Bid phase and construction phase services;
- Facility commissioning; and
- Reimbursable costs such as travel and printing and a Texas Accessibility Standards review to ensure ADA compliance.

So that the Council can decide whether to include the airport administration offices with the

Customs facility, a separate schematic design of both the Customs facility alone and Customs facility with the airport office will be developed and preliminary cost estimates for both alternatives will be completed. Staff will work with the Town’s Finance Department to determine the availability of funds and strategies to close the gap between the estimated cost and the available funds, if needed. At that point, Council will be asked to provide direction as to whether to include the airport administration offices in the design of the Customs facility. Page will develop the design documents for the approved alternative and for the demolition of the existing hangar and the airside ramp. Updated cost estimates will be provided at the 25% construction document design milestone and will be compared to the available funding. If necessary, adjustments will be made to the design or the strategy to close the gap between available funding and estimated cost. When funding decisions are finalized, the project will be posted on BidSync.

The design services fee will not exceed \$857,663. The details of the fee are as follows:

Total Fee	\$857,663
Design of demolition of existing hangar	\$7,000
Airfield ramp design	\$132,006
Custom facility design - schematic to construction	\$364,459
Airport administration office (if selected)	\$145,638
CPB coordination	\$7,000
IT/AV design	\$26,350
Furniture, Fixtures, and Equipment	\$10,000
Signage and wayfinding	\$19,000
Commissioning	\$56,100
Reimbursable costs	\$52,750
Cost estimating	\$37,360

The budgeted amount for the design of the facility was \$285,000 in Fiscal Year (FY) 2018. The original budgeted amount was based only on the design of the Customs facility using an estimated per square footage construction cost amount that was derived from similar facilities at other general aviation airport. It did not include the design of the airfield ramp and the possible design of the airport administration offices.

The difference in the budgeted amount and the actual design fee amount, \$572,663, is proposed to be covered by using excess fund balance reserves in the Airport Fund. The fund balance policy for the Airport Fund is to maintain a minimum fund balance equal to 25 percent of the budgeted operating expenditures. In the adopted budget for FY2018, the available amount of fund balance above 25 percent that has been identified as an available resource for the Airport Fund capital improvements program is \$2,197,381.

The Town will provide geotechnical and survey services under separate contracts. The total cost of those services is estimated to be about \$30,000.

Although no two facilities are the same, even though the use is the same, it is important to know if the design fee is in line with the industry standard when compared as a percentage to construction cost. The industry standard for a complex facility such as this is 10-12%. To determine whether other airport facilities were within this standard, staff gathered information

from other airports that have recently designed or constructed Customs facilities. The table below lists the size, estimated construction cost, design fee, and the percent design fee to construction for the Conroe-North Houston Regional Airport and Boca Raton Airport in Florida.

Airport	Size (square feet)	Estimated Construction Cost (\$)	Design Fee (\$)	Design Fee as Percent of Construction Cost (%)
Addison Airport (FIS Only) w/o Airfield and demo costs	3,400	2,559,261	346,357*	13.5
Addison Airport (FIS Only) + Airfield and demo costs	3,400	4,181,747	485,363*	11.6
Addison Airport (FIS + Airport Offices) + Airfield and demo costs	8,100	5,836,207	649,103*	11.1
Conroe-North Houston Regional Airport	3,300	2,500,000	341,000	13.6
Boca Raton Airport (Florida)	4,400	4,500,000	1,100,000	24.4

*The fee amount does not include additional costs such as enhanced IT/Audio-Visual, Furniture, Fixtures, and Equipment (FF&E), signage and wayfinding, detailed cost estimating, reimbursable costs such as travel and printing, and commissioning.

The design of the facility will take approximately 8 months. Construction of the Customs facility is estimated to take 12 months for the Customs facility alone, and 18 months if the airport administration offices are included as well.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Customs Design

Presentation - Customs Design

Report - Site Alternatives and Cost Analysis Executive Summary

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT FOR PROFESSIONAL ARCHITECTURAL ENGINEERING SERVICES WITH PAGE SOUTHERLAND PAGE, INC. FOR ARCHITECTURAL AND ENGINEERING DESIGN OF THE ADDISON AIRPORT CUSTOMS AND BORDER PROTECTION FACILITY, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The Agreement for architectural engineering services between the Town of Addison, Texas and Page Southerland Page, Inc. for architectural and engineering design of the Addison Airport Customs and Border Protection Facility, attached hereto as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement and utilize the services contemplated therein by approving work orders under the agreement.

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

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 9th day of January, 2018.

Joe Chow, Mayor

ATTEST:

By: Christie Wilson, Interim City Secretary

APPROVED AS TO FORM:

By: Brenda N. McDonald, City Attorney

EXHIBIT A

**AGREEMENT
BETWEEN
THE TOWN OF ADDISON, TEXAS (TOWN)
AND
PAGE SOUTHERLAND PAGE, INC.**

FOR

PROFESSIONAL ARCHITECTURAL ENGINEERING SERVICES

Made as of the _____ day of _____ in the year 2018,

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

and the Consultant: Page Southerland Page, Inc.
 1100 Louisiana,
 Suite One
 Houston, Texas 77002
 Telephone: 713-871-8484

for the following Project: Airport Customs and Border Protection Facility Design

The Town and the Consultant agree as set forth below.

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

WHEREAS, the Town desires to engage the services of the Consultant to provide professional services which shall include, but not be limited to, professional architectural and engineering services for the design of a Customs and Border Protection facility at Addison Airport in the Town of Addison, Texas; hereinafter referred to as "Project"; and

WHEREAS, the Consultant desires to render such professional engineering services for the Town upon the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

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

**ARTICLE 1
CONSULTANT'S SERVICES**

- 1.1 **Employment of the Consultant** – The Town hereby agrees to retain the Consultant to perform professional architectural and engineering services in connection with the Project. Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform such services as are set forth and described in Exhibit “A,” which is attached hereto and incorporated herein by reference for all purposes. The parties understand and agree that deviations or modifications to the scope of services described in Exhibit “A,” in the form of written change orders, may be authorized from time to time by the Town.
 - 1.2.1 **Requirement of Written Change Order** – “Extra” work, or “claims” invoiced as “extra” work, or “claims” which have not been issued as a duly executed, written change order by the Addison City Manager or designee, will not be authorized for payment and/or shall not become part of the subcontracts. A duly executed written change order shall be preceded by the Addison Town Council’s authorization for the Addison City Manager to execute said change order.
 - 1.2.2 **DO NOT PERFORM ANY EXTRA WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED WRITTEN CHANGE ORDER ISSUED BY THE ADDISON CITY MANAGER, OR DESIGNEE.**
- 1.3 **Schedule of Work** – The Consultant agrees to commence work immediately upon the execution of this Agreement and receipt of written Notice to Proceed, and to proceed diligently with said work to completion as described in the Compensation Schedule / Project Billing / Project Budget attached hereto as **Exhibit “B”** and incorporated herein by reference for all purposes, but in no event shall the Project be completed any later than as identified in **Exhibit “A”**.

- 1.4 **Failure to Meet Established Deadlines** – Consultant acknowledges the performance of services under this Agreement shall be in accordance with mutually agreed upon schedule as set forth in the Compensation Schedule / Project Billing / Project Budget attached hereto as Exhibit “B.”

**ARTICLE 2
THE TOWN’S RESPONSIBILITIES**

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

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

**ARTICLE 3
CONSULTANT’S COMPENSATION**

- 3.1 **Compensation for Consultant’s Services** – As described in “Article 1, Consultant’s Services,” compensation for this Project shall be on a Type of Payment Basis not to exceed Eight Hundred Fifty-Seven Thousand, Six Hundred Sixty-Three Dollars, (\$857,663.00) ----- (“Consultant’s Fee”) and shall be paid in accordance with Article 3 and the Compensation Schedule / Project Billing / Project Budget as set forth in Exhibit “B.” **The final five percent (5%) of the Consultant’s Fee shall not be paid until the Consultant has completed all of the services described in Exhibit “A” and delivered to the Town all of the documents, plans, data, maps, and/or other information required in Exhibit “A.”**
- 3.1.1 **Completion of Final Professional Services** – Town and Consultant agree that the Final Professional Services shall be completed, submitted to, and accepted by the Town prior to payment of the **final five percent (5%) of the Consultant’s Fee.**

The electronic formatting shall be consistent with the standards established in Town of Addison Guidelines for Computer Aided Design and Drafting ("CADD"). Record Documents and/or "As-Built" documents are not applicable to the Project scope and are therefore NOT considered to be within the Scope of Services defined under this Agreement.

3.1.2 **Disputes between Town and Construction Contractor** – intentionally omitted.

3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – intentionally omitted.

3.2 **Direct Expenses – Direct Expenses are included in the Consultant's Fee** as described in Article 3.1 and include actual reasonable and necessary expenditures made by the Consultant and the Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Compensation Schedule / Project Billing / Project Budget set forth in Exhibit "B," and consistent with Exhibit "C," Town of Addison Guidelines for Direct Expenses, General and Administrative Markup, and Travel and Subsistence Expenses. The Consultant shall be solely responsible for the auditing of all Direct Expenses, including the subcontractors, prior to submitting to the Town for reimbursement, and shall be responsible for the accuracy thereof. Any over-payment by the Town for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment for services; provided, however this shall not be the Town's sole and exclusive remedy for said overpayment.

3.3 **Additional Services** – The Consultant shall provide the services as described in the Scope of Services as set forth in Exhibit "A" of this Agreement. If authorized in writing by the Town, the Consultant shall provide additional services, to be compensated on an hourly basis in accordance with this paragraph ("Additional Services"). These services may include, but are not limited to:

3.3.1 Additional meetings, hearings, work-sessions, or other similar presentations that are not provided for or contemplated in the Scope of Services described in Exhibit "A."

3.3.2 Additional drafts and revisions to the Project that are not provided for or contemplated in the Scope of Services as described in Exhibit "A." Drafts or revisions required as the result of errors or omissions by the Consultant shall not be considered Additional Services, but shall fall within the Scope of Services.

- 3.3.3 Additional copies of final reports and construction plans that are not provided for or contemplated in the Scope of Services as described in Exhibit "A."
 - 3.3.4 Photography, professional massing models that are not provided for or contemplated in the Scope of Services as described in Exhibit "A."
 - 3.3.5 Compensation for Additional Services authorized by the Town shall be in addition to the Consultant's Fee and shall be based on direct billable labor rates and expenses.
 - 3.3.6 Compensation for Additional Services authorized by the Town shall be in addition to the Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to Town.
- 3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to the Town. Invoices are to be mailed to Town on a monthly basis in proportion to services performed (% complete) related to the individual tasks listed in Exhibit "B." On all submitted invoices, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.5 **Timing of Payment** – Town shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by Town to Consultant is considered to be complete upon mailing of payment by Town. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by Town, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Town shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date the Town receives the invoice. Town shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of the Consultant, Town shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5. If a dispute is

resolved in favor of the Town, Consultant shall submit to Town a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid Town in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. Town agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.

- 3.7 **Failure to Pay** – Failure of the Town to pay an invoice, for a reason other than upon written notification as stated in the provisions of Article 3.6 to the Consultant within sixty (60) days from the date of the invoice shall grant the Consultant the right, in addition to any and all other rights provided, to, upon written notice to the Town, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to Town, in accordance with Chapter 2251, Subchapter “D” (“Remedy for Nonpayment”) of the *Texas Government Code*. The Town shall not be required to pay any invoice submitted by the Consultant if the Consultant breached any provision(s) herein.
- 3.8 **Adjusted Compensation** – If the Scope of the Project or if the Consultant’s services are materially changed due to no error on behalf of Consultant in the performance of services under this Agreement, the amounts of the Consultant’s compensation shall be equitably adjusted as approved by Town. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be authorized by written change order duly executed by both parties before the services are performed.
- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of Town in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to Town all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, the Consultant’s compensation shall be equitably adjusted as approved by the Town. Any additional amounts paid to the

Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

**ARTICLE 4
OWNERSHIP OF DOCUMENTS**

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

**ARTICLE 5
CONSULTANT'S INSURANCE REQUIREMENTS**

- 5.1 **Required Professional Liability Insurance** – Consultant shall maintain, at no expense to Town, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall require the

provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

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

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

ARTICLE 6 CONSULTANT’S ACCOUNTING RECORDS

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

ARTICLE 7 AUDITS AND RECORDS / PROHIBITED INTEREST / VENDOR DISCLOSURE

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

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

representative of Consultant shall execute the Affidavit attached hereto as Exhibit "E". Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

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

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

Notwithstanding the foregoing, the Town's right to inspect, copy and audit shall not extend to the composition of the Consultant's rates and fees, percentage mark-ups or multipliers.

ARTICLE 8 TERMINATION OF AGREEMENT / REMEDIES

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

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

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

**ARTICLE 9
DISPUTE RESOLUTION / MEDIATION**

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

**ARTICLE 10
INDEMNITY**

CONSULTANT SHALL HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS TOWN COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENTS), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF PROFESSIONAL SERVICES PROVIDED BY CONSULTANT PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE TOWN (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST TOWN BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL

ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. THIS INDEMNIFICATION SHALL EXTEND TO THE PAYMENT OR REIMBURSEMENT OF THE TOWN'S REASONABLE ATTORNEYS FEES AND ASSOCIATED COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE CONSULTANT'S LIABILITY.

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

THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE 11 NOTICES

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

Director of Infrastructure and Development Services
Town of Addison
16801 Westgrove Drive
Addison, Texas 75001

If such notices and communications are mailed, they shall be mailed to the following address:

Director of Infrastructure and Development Services
P.O. Box 9010
Addison, Texas 75001

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

Page Southerland Page, Inc.
1100 Louisiana, Suite One
Houston, Texas 77002

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

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

ARTICLE 12 MISCELLANEOUS

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled “A” through “F,” all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

12.1.1 Exhibit “A,” Scope of Services.

12.1.2 Exhibit “B,” Compensation Schedule / Project Billing / Project Budget.

12.1.3 Exhibit “C,” Town of Addison Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.

12.1.6 Exhibit “D,” Town of Addison Contractor Insurance Requirements.

12.1.7 Exhibit “E,” Affidavit.

12.1.8 Exhibit “F”, Conflict of Interest Questionnaire, Form CIQ.

12.1.9 Exhibit “G”, Release and Transfer of Electronic Files

12.2 **Assignment and Subletting** – The Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the Town. The Consultant further agrees that the assignment or subletting or any portion or feature of the work or materials required in the performance of this Agreement

shall not relieve the Consultant of its full obligations to the Town as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.

- 12.3 **Successors and Assigns** – Town and Consultant, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.
- 12.4 **Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained herein.
- 12.5 **Venue** – This entire Agreement is performable in Dallas County, Texas and the venue for any action related directly or indirectly, to this Agreement or in any manner connected therewith shall be in Dallas County, Texas, and this Agreement shall be construed under the laws of the State of Texas.
- 12.6 **Execution / Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.7 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for an on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.8 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.9 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

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

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

Effective Date: _____

TOWN:
Town of Addison, Texas

By: _____
Wesley S. Pierson, City Manager

Date: _____

CONSULTANT:
Page Southerland Page, Inc.

By:  _____
Jeffrey Mechlem, Jr., Vice President

Date: 12/21/2017

Professional Services Agreement
(Page Southerland Page, Inc.)

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2017.

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

STATE OF Texas §
 §
COUNTY OF Harris §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of December, 2017.

Dawn House

Notary Public In and For the State of Texas
My commission expires: July 18, 2019

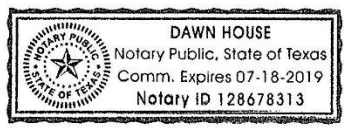


Exhibit "A"
Scope of Services
Agreement by and between the Town of Addison, Texas (Town)
and Page Southerland Page, Inc. (Consultant)
to perform Professional Architectural and Engineering Services

I. PROJECT DESCRIPTION/SCOPE OF WORK

See attached 'AIA Document B201-2007 Standard Form of Architect's Services: Design and Construction Contract Administration'

 **AIA**® Document B201™ – 2007

Standard Form of Architect's Services: Design and Construction Contract Administration

for the following PROJECT:

(Name and location or address)

Airport Customs and Border Protection Facility Design
4553 Jimmy Doolittle Drive
Addison, TX 75001

THE OWNER:

(Name, legal status and address)

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

THE ARCHITECT:

(Name, legal status and address)

Page Southerland Page, Inc.
1100 Louisiana, Suite One
Houston, Texas 77002
Telephone: (713) 871-8484

THE AGREEMENT

This Standard Form of Architect's Services is part of the accompanying Agreement between the Town of Addison, Texas (Town) and Page Southerland Page, Inc. for Professional Architectural Engineering Services for the Airport Customs and Border Protection Facility Design Project (hereinafter, the Agreement) with an effective date in the year 2018.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
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- 7 ATTACHMENTS AND EXHIBITS

EXHIBIT A INITIAL INFORMATION

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with AIA Document B102™–2007, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, to provide the Architect's sole scope of services, or with B102 in conjunction with other standard form services documents. It may also be used with G802™–2007, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

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User Notes:

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in Article 1, Initial Information:
(Paragraph Deleted)

We understand the Project to consist of a General Aviation (GA) Federal Inspection Services (FIS) facility, to be located at the Addison Airport in Addison, TX. The site is located at 4553 Jimmy Doolittle Drive, which is adjacent to Taxilane Alpha, Taxiway Tango and Jimmy Doolittle Drive and referred to as the "Midfield Site". The site is currently occupied by an approximately 40,000 ft² single story metal hangar and office building, approx. 5,100 yd² airside apron and approx. 2,400 yd² landside surface parking lot.

The Project base scope includes the following components and estimated areas:

- Demolition drawing package for bidding and demolition of the existing approx. 40,000 ft² single story metal hangar and office building, approx. 5,100 yd² airside apron and approx. 2,400 yd² landside surface parking lot.
- FIS facility ~ 3,250 ft² to 3,500 ft² in general compliance with CBP Airport Technical Design Standard, Signature Version June 2012
- Site enclosure for emergency generator, trash container, and regulated trash container
- Airside pavement ~ 5,000 yd² to 8,000 yd² heavy concrete apron
- Landside surface parking for 12 to 15 covered vehicular spaces
- Site perimeter fencing compliant with Federal Aviation Administration (FAA) regulations and Addison Airport standards
- Landscaping and irrigation

The following Project option will be included in Schematic Design (SD) Phase Services:

- Airport administration offices (~4,700 ft² to 6,000 ft² building area) and surface parking for an additional 12 to 15 covered vehicular spaces
- In addition to the project base scope FIS facility, the following two options will be included in Schematic Design (SD):
 - Option A = single story airport administrative offices located adjacent to the FIS facility (configured as a separate building from the FIS facility or sharing a common wall with the FIS facility) that may be constructed at the same time as the FIS facility or constructed as a future phase.
 - Option B = airport administrative offices located above the FIS facility in a two story building configuration constructed in a single phase.
- Upon completion of SD Phase services, the Owner will confirm whether Option A or Option B shall be included in Design Development, Construction Document, and Construction Phase services as additional services.

Architect's consultants include the following:

- Structural Engineer:
AG&E Structural Engenuity
15280 Addison Road, Suite 130 Addison, TX 75001
Telephone: (214) 520-7202
- 1. Civil, Pavement, Mechanical, Electrical and Plumbing Engineer:
Garver USA
3010 Gaylord Parkway, Suite 190 Frisco, TX 75034
Telephone: (972) 377-7480
- 1. Landscape Architect:
Kudela and Weinheimer
7155 Old Katy Road, Suite 270 Houston, TX 77024
Telephone: (713) 869-6987
- 1. CBP Coordination and Engagement Consultant:
Vesta Rea and Associates
5700 Cypresswood Drive Spring, TX 77379
Telephone: (281) 376-4202

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For the Project program as described in Article 1.1, preliminary estimates for the Cost of Work are approximately \$4,200,000 for a stand-alone FIS facility and approximately \$5,800,000 for an FIS facility and airport administrative offices.

The procurement method for the Project construction will be competitive bidding.

The preliminary design schedule estimates are as follows:

Schematic Design = approximately six (6) weeks
Design Development = approximately six (6) weeks
Construction Documents = approximately twelve (12) weeks

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

by October 2018

.2 Substantial Completion date:

by April 2020

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 2.1 The Architect's Basic Services consist of those described in Article 2 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 2 are Additional Services.

§ 2.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 2.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 2.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work (substantial completion of construction) as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, contractor bidding, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 2.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's input. The Architect shall not be responsible for any Owner's directive or substitution that is in violation of applicable codes and laws, unless such directive or substitution is made based on the input of the Architect.

§ 2.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

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User Notes:

(3B9ADA22)

§ 2.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 2.2 SCHEMATIC DESIGN PHASE SERVICES

§ 2.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 2.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 2.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 2.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 2.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, and preliminary building plans, sections and elevations; and will include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 2.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 3.

§ 2.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 2.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 5.3 for the Owner's review and approval.

§ 2.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 2.2.8 The Architect shall attend one (1) meeting during the Schematic Design phase with the Owner and representatives from U.S. Customs and Border Protection (CBP) to review the design and general compliance with CBP standards.

§ 2.2.9 The Architect shall attend up to two (2) meetings during the Schematic Design phase with the Owner in Addison, TX to review the design progress.

§ 2.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 2.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other

documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 2.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 2.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 2.3.4 The Architect shall attend up to two (2) meetings during the Design Development phase with the Owner and representatives from U.S. Customs and Border Protection (CBP) to review the design and general compliance with CBP standards.

§ 2.3.5 The Architect shall attend up to two (2) meetings during the Design Development phase with the Owner in Addison, TX to review the design progress and one (1) meeting to present the design progress to City Council. The design progress meetings with the Owner shall be scheduled adjacent to the meetings with CBP.

§ 2.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 2.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 2.6.4.

§ 2.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 2.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 2.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 2.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 5.5, and request the Owner's approval.

§ 2.4.6 The Architect shall attend up to three (3) meetings during the Construction Documents phase with the Owner and representatives from U.S. Customs and Border Protection (CBP) to review the design and general compliance with CBP standards.

§ 2.4.7 The Architect shall attend up to three (3) meetings during the Construction Documents phase with the Owner in Addison, TX to review the design progress. The design progress meetings with the Owner shall be scheduled adjacent to the meetings with CBP.

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§ 2.5 BIDDING OR NEGOTIATION PHASE SERVICES

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and (4) awarding and preparing contracts for construction.

§ 2.5.2 COMPETITIVE BIDDING

§ 2.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 2.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 2.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 2.5.3 NEGOTIATED PROPOSALS

§ 2.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 2.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors with the Owner; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 2.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 2.6 CONSTRUCTION PHASE SERVICES

§ 2.6.1 GENERAL

§ 2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 2.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 2.6.1.3 Subject to Section 3.3, the Architect's responsibility to provide Construction Phase services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

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§ 2.6.2 EVALUATIONS OF THE WORK

§ 2.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction as requested by the Owner, or as otherwise required in Section 3.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 2.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 2.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 2.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents and upon agreement by the Owner.

§ 2.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 2.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 2.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 2.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 2.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 2.6.4 SUBMITTALS

§ 2.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal

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schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 2.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 2.6.4.4 Subject to the provisions of Section 3.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 2.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 2.6.5 CHANGES IN THE WORK

§ 2.6.5.1 The Architect may authorize minor changes in the Work, while informing the Owner, that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 3.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 2.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 2.6.6 PROJECT COMPLETION

§ 2.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion at the direction of the Owner; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and, at the direction of the Owner, issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 2.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 2.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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§ 2.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 2.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 6.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 3.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 3.2 below or in an exhibit attached to this document and identified below)
§ 3.1.1 Programming (B202™-2009)	Not Provided	
§ 3.1.2 Multiple preliminary designs	Not Provided	
§ 3.1.3 Measured drawings	Not Provided	Not applicable (no existing buildings to remain)
§ 3.1.4 Existing facilities surveys	Not Provided	
§ 3.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 3.1.6 Building Information Modeling	Architect	Architectural Construction Documents will be created using Autodesk Revit
§ 3.1.7 Civil engineering	Architect	
§ 3.1.8 Landscape design	Architect	
§ 3.1.9 Architectural Interior Design (B252™-2007)	Architect	
§ 3.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 3.1.11 Detailed cost estimating	Architect	
§ 3.1.12 On-site Project Representation (B207™-2008)	Not Provided	
§ 3.1.13 Conformed construction documents	Architect	If applicable
§ 3.1.14 As-designed record drawings	Not Provided	Not applicable
§ 3.1.15 As-constructed record drawings	Not Provided	
§ 3.1.16 Post occupancy evaluation	Not Provided	
§ 3.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 3.1.18 Tenant-related services	Not Provided	
§ 3.1.19 Coordination of Owner's consultants	Not Provided	
§ 3.1.20 Telecommunications/data design/ security design/audiovisual design	Architect	
§ 3.1.21 Security Evaluation and Planning (B206™-2007)	Not Provided	Security design to follow U.S. Customs and Border Protection (CBP) standards
§ 3.1.22 Commissioning (B211™-2007)	Architect	
§ 3.1.23 Extensive environmentally responsible design	Not Provided	
§ 3.1.24 LEED® Certification (B214™-2012)	Not Provided	
§ 3.1.25 Fast-track design services	Not Provided	
§ 3.1.26 Historic Preservation (B205™-2007)	Not Provided	
§ 3.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	Architect	
§ 3.1.28 Geotechnical Engineering	Owner	

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§ 3.1.29 Land Surveying	Owner	
§ 3.1.30 Environmental Engineering	Not Provided	
§ 3.1.31 Signage and Wayfinding Design	Architect	

§ 3.2 Insert a description of each Additional Service designated above as the Architect's responsibility, if not further described in an exhibit attached to this document.

See notes in 'Location of Service Description' column above and further descriptions below:

Civil Engineering:

1. Scope includes Schematic Design, Design Development, Construction Documents, Bidding or Negotiation and Construction Phase Services for grading design, pavement design, utility coordination (location and coordination of tie-ins for storm sewer systems, gas, telephone, power and domestic water as applicable), storm drainage design, erosion control design.
2. Scope includes providing the Owner with basic scope of work description for surveying services for the purpose of soliciting a services proposal.
3. Pavement design scope includes approximately 2,400 yd² landside surface parking pavement and 5,000yd² to 8,000 yd² airside heavy concrete apron.
4. Modifications to streets or roadways beyond driveway connections are excluded from scope.
5. On-site meetings are limited to up to twenty (20) total meetings during design and construction phases.

Landscape Design:

1. Scope includes Schematic Design, Design Development, Construction Documents, Bidding or Negotiation and Construction Phase Services for landscape design, irrigation design, pedestrian pavements design and entry pavements design.
2. On-site meetings are limited to one (1) meeting during the design phase and one (1) meeting at substantial completion for construction observations and punch list documentation.
3. Design of water fountains and/or water features is not included.

Detailed Cost Estimating:

1. Scope includes two (2) detailed probable Cost of the Work estimates based on the final deliverables for the Schematic Design and a second deliverable in the early Construction Documents phase.
2. On-site meetings are not anticipated to be required.
3. Any additional estimates or reconciliation with Contractors' bids will be considered additional services outside of this scope of work.

Telecommunications/ Data Design/ Security Design/ Audiovisual Design:

1. Scope includes Schematic Design, Design Development, Construction Documents, Bidding or Negotiation and Construction Phase Services.
2. Security design is to be based upon U.S. Customs and Border Protection (CBP) published standards.
3. On-site meetings are limited to up to four (4) total meetings during design and construction phases.

Commissioning Provider Services:

1. Scope includes coordinating the execution of the commissioning process throughout the design, construction and occupancy phases of the project. This includes verification of overall performance of the building systems throughout each of the significant modes and sequences during startup, and functional testing, which includes power failure and alarms when impacted and interlocks with other systems.
2. Design Phase services include the following:
 1. Develop a Commissioning (Cx) plan for design phase
 2. Develop Cx specifications
 3. Develop Preliminary Functional Testing (FT) forms and procedures
3. Construction Phase services include:
 1. Update Cx Plan for construction and occupancy phases
 2. Update Cx Plan for construction and occupancy phases
 3. Conduct site visits, observations, and meetings (6 onsite); other Cx meetings (6 teleconference)
 4. Review approved technical submittals for systems to be commissioned

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5. Develop project specific Functional Test (FT) procedures
6. Witness Functional Tests
7. Review and comment on the test and balance report
8. Maintain master Cx issues log
9. Maintain testing record & progress report
10. Develop a Summary Pre-final Commissioning Report (30 days after substantial completion)
4. Occupancy Phase services include the following:
 1. Issue Final Commissioning Report
5. Systems to be commissioned include the following:
 1. Mechanical Systems (BAS and HVAC)
 2. Electrical Systems (emergency generator and lighting controls)
 3. Plumbing Systems (domestic hot water)
6. Systems NOT included in this scope of work include security, irrigation, Fire Protection, Testing and Balancing (TAB) verification, and building envelope.
7. The Commissioning Provider (CxP) is not responsible for providing tools or the use of tools to start, check-out and functionally test equipment and systems, except for specified testing with portable data-loggers, which shall be supplied and installed by the CxP
8. All electrical testing equipment required shall be provided by electrical contractors or manufacturer.
9. It is assumed that the systems to be commissioned systems (including control programming and point to point checkout) have been correctly installed, calibrated, documented, operated as specified, tested, adjusted, and balanced by the Contractor prior to scheduling onsite verification. A preliminary copy of the Test and Balance Report should be provided to the CxP prior to scheduling onsite test verification.
10. For systems noted by the contractor as complete and ready for functional testing, time required by the CxP to return to the site for retesting due to deficiencies recognized during the functional test will be considered additional services.

Furniture, Furnishings and Equipment Design:

1. Scope includes Schematic Design, Design Development, Construction Documents, Bidding or Negotiation and Construction Phase Services for furniture design.
2. On-site meetings are limited to up to three (3) total meetings during design and construction phases.

Signage and Wayfinding Design:

1. Scope includes Schematic Design, Design Development, Construction Documents, Bidding or Negotiation and Construction Phase Services for standard base building signage required by building codes and U.S. Customs and Border Protection (CBP) standards.
2. On-site meetings are limited to two (2) total meetings during the construction phase.

§ 3.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 3.3 shall entitle the Architect to compensation pursuant to Section 6.3.

§ 3.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

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- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 3.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 3.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Twenty-Four (24) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 3.3.4 If the services covered by this Agreement have not been completed within Twenty-Eight (28) months of the effective date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 5.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.2 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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Upon request, Architect shall provide Owner with a basic scope of work description for surveying services for the purpose of soliciting a services proposal.

§ 4.3 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

Upon request, Architect shall provide Owner with a basic scope of work description for geotechnical services for the purpose of soliciting a services proposal.

§ 4.4 The Owner shall furnish tests, inspections and reports if required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.5 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications with the Contractor and the Architect's consultants that may affect the Architect's services.

§ 4.6 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 4.7 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 5 COST OF THE WORK

§ 5.1 For purposes of this Agreement, the Cost of the Work, also known as the Construction Cost, shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 5.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 4.1, 5.4 and 5.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work, also known as the Opinion of Probable Construction Cost, and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 5.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 3.

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§ 5.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 5.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 5.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with the Agreement;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 5.7 If the Owner chooses to proceed under Section 5.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. Only if the Owner chooses to proceed under Section 5.6.4 will the Architect modify the Construction Documents without additional compensation. In any and all other instances, the Architect shall be compensated for modifications to the Construction Documents.

ARTICLE 6 COMPENSATION

§ 6.1 For the Architect's Basic Services described under Article 2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

For the base scope described in Article 1.1, the Owner shall compensate the Architect a stipulated sum in the amount of Six Hundred Fifty-Six Thousand Two Hundred Fifty-Five Dollars (\$656,255).

Below is a summary of Basic Services compensation by discipline:

Architecture & Interiors (Page)	\$240,000
Technical Review and CBP Engagement (Vesta Rea & Associates)	\$7,000
MEP (Garver)	\$91,425
Civil & Pavement (Garver)	\$150,640
Structural (AG&E)	\$36,000
Landscape (Kudela & Weinheimer)	\$9,500
FF&E (Page)	\$6,000
IT & Security (Page)	\$21,300
Signage & Wayfinding (Page)	\$14,500
Commissioning (Page)	\$42,530
Cost Estimating (Sunland Group)	\$37,360

TOTAL \$656,255

Reimbursable expenses are not to exceed the amount listed below without prior authorization by the Owner.

Reimbursable expense allowance \$52,750

The reimbursable expense allowance above includes an allowance of \$1,200 for Texas Accessibility Standards (TAS) plan review and inspection by a registered Accessibility Specialist.

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§ 6.2 For Additional Services designated in Section 3.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Included in Article 6.1, compensation for Basic Services.

§ 6.3 For Additional Services that may arise during the course of the Project, including those under Section 3.3, during the course of the Project, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

If the additional scope 'Option A or Option B' described in Article 1.1 are determined by the Owner to be included in Design Development, Construction Documents and Construction Phase Services, the Owner shall compensate the Architect a stipulated sum in the amount of One Hundred Forty-Eight Thousand Six Hundred Fifty Eight Dollars (\$148,658), in addition to compensation for Basic Services.

Below is a summary of Additional Services compensation by discipline:

Architecture & Interiors (Page)	\$75,000
MEP (Garver)	\$33,338
Civil & Pavement (Garver)	\$2,200
Structural (AG&E)	\$11,000
FF&E (Page)	\$4,000
IT & Security (Page)	\$5,050
Signage & Wayfinding (Page)	\$4,500
Commissioning (Page)	\$13,570
TOTAL	\$148,658

§ 6.4 Compensation for Additional Services of the Architect's consultants when not included in Section 6.2 or 6.3, shall be the amount invoiced to the Architect plus a fee of _____ percent (_____ %), or as otherwise stated below:

§ 6.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty-Five	percent (25	%)
Design Development Phase	Twenty-Eight	percent (28	%)
Construction Documents Phase	Twenty-Seven	percent (27	%)
Bidding or Negotiation Phase	Two	percent (2	%)
Construction Phase	Eighteen	percent (18	%)
Total Basic Compensation	one hundred	percent (100	%)

The percentage compensation for each phase described above assumes that the schedule for the airside ramp and pavement scope is aligned with the schedule for the FIS and landside scope of work.

§ 6.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 6.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 6.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

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(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Attachment A '2017 Page Standard Hourly Rates'

Employee or Category	Rate
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ARTICLE 7 ATTACHMENTS AND EXHIBITS

The following attachments and exhibits, if any, are incorporated herein by reference:

(List other documents, if any, including Exhibit A, Initial Information, and any exhibits relied on in Section 3.1.)

Attachment A '2017 Page Standard Hourly Rates'

ARTICLE 8

§ 8.1 The Architect shall provide the services as set forth herein in a manner consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. 333 Guadalupe, Suite 2-350, Austin, Texas, 78701-3942, Phone (512) 305-9000, www.tbae.state.tx.us.

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Attachment A Standard Hourly Rates - 2017

Hourly Rates include direct labor, benefits, overhead and profit margins. Employees listed below are listed for information purposes only. The status of individual employees may change during the course of a project and Hourly Rates may be revised annually.

<u>Labor Codes</u>	<u>Hourly Rate</u>
Senior Principal	\$ 260
Principal	\$ 225
Project Director	\$ 205
Project Manager Level III	\$ 200
Project Manager Level II	\$ 170
Project Manager Level I	\$ 145

Architecture	
Architectural Lead	\$ 165
Architectural Designer III	\$ 160
Architectural Designer II	\$ 125
Architectural Designer I	\$ 110
Architect III	\$ 160
Architect II	\$ 130
Architect I	\$ 110
Designer Level II	\$ 100
Designer Level I	\$ 85
BIM Manager	\$ 125
BIM Specialist	\$ 85

Interiors	
Interior Lead	\$ 180
Interior Designer Level III	\$ 125
Interior Designer Level II	\$ 95
Interior Designer Level I	\$ 85
Information Technology Manager	\$ 170

Planning	
Urban Planning Lead	\$ 205
Senior Urban Planner	\$ 140
Urban Planner	\$ 105
Healthcare Planning Lead	\$ 210
Senior Healthcare Planner	\$ 150
Healthcare Planner	\$ 110
Lab Planning Lead	\$ 215
Senior Lab Planner	\$ 180
Lab Planner	\$ 115
Landscape Architecture Lead	\$ 200
Landscape Architect II	\$ 130
Landscape Architect I	\$ 100
Administrative Staff	\$ 85

<u>Labor Codes</u>	<u>Hourly Rate</u>
Engineering	
Mechanical Engineering Lead	\$ 200
Mechanical Engineer III	\$ 175
Mechanical Engineer II	\$ 140
Mechanical Engineer I	\$ 115
Mechanical Designer II	\$ 130
Mechanical Designer I	\$ 100
Electrical Engineering Lead	\$ 200
Electrical Engineer III	\$ 180
Electrical Engineer II	\$ 140
Electrical Engineer I	\$ 115
Electrical Designer II	\$ 130
Electrical Designer I	\$ 100
Plumbing Engineering Lead	\$ 160
Plumbing Engineer III	\$ 130
Plumbing Engineer II	\$ 110
Plumbing Engineer I	\$ 100
Plumbing Designer II	\$ 110
Plumbing Designer I	\$ 90
Fire Protection Engineering Lead	\$ 185
Fire Protection Engineer III	\$ 150
Fire Protection Engineer II	\$ 125
Fire Protection Engineer I	\$ 100

Commissioning	
Commissioning Lead	\$ 180
Senior Commissioning Agent	\$ 130
Commissioning Agent	\$ 110

Expenses will be reimbursed at our cost plus 10%. Plots will be charged at a rate of \$12.00 per plot. Color copies will be charged at a rate of \$2.00 per 8.5 x 11 and \$4.00 per 11 x 17. Anything larger than 11 x 17 will be charged at a ratio of \$2.00 per 93.5 sq. in. Black and white copies will be charged at \$.05 each.

The Hourly Rates reflected herein may increase on a calendar basis to reflect salary and other increases in cost.

EXHIBIT "B"
COMPENSATION SCHEDULE / PROJECT BILLING / PROJECT BUDGET

I. COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY.

Tasks	Fee
Basic Services Fees	\$804,913
Reimbursable Expenses Not to Exceed	\$52,750
Total Fee	\$857,663
<i>TOTAL CONSULTANT'S FEE (NOT-TO-EXCEED)</i>	<i>\$ 857,663</i>

EXHIBIT "C"
**TOWN OF ADDISON GUIDELINES FOR DIRECT EXPENSES; GENERAL AND
ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES**

- I. **CONSULTANT'S RESPONSIBILITY.** The Consultant shall be solely responsible for the auditing of all direct expense, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those to be included under a sub-contract, prior to the Town for reimbursement, and Consultant shall be responsible for the accuracy thereof. Any overpayment by the Town for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment(s) for services; however, this shall not be the Town's sole and exclusive remedy for said overpayment.

- II. **GUIDELINES FOR DIRECT EXPENSES.**
 - A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of the Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall Town reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of Town's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by Town, unless the charges are in connection with the scope of services described in Exhibit "A" AND related to travel to the Project site from a Consultant's place of business that is located beyond fifty (50) miles from the Project site. Toll road subscriptions are not reimbursable. Toll plaza receipts are not reimbursable, unless the charges are in connection with the scope of services described in Exhibit "A" AND related to travel to the Project site from a Consultant's place of business that is located beyond fifty (50) miles from the Project site. Consultant agrees to place these standards in all subcontracts for work on the Project.
 - B. **Supplies, Material, Equipment** – Town shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by Town's Project Manager in writing.
 - C. **Commercial Reproduction** – Town shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to Town at each phase of progress. Consultant shall make arrangements with the Town for prior approval of commercial reproduction rates prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

- D. **In-House Reproduction** - Consultant shall make arrangements with the Town for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. Town shall provide Consultant with a standard format for documenting these charges. Completion of the Town's reproduction log is required as a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- E. **Commercial Plotting** – Town shall reimburse the actual cost of plots, specifically limited to final documents. Consultant shall make arrangements with the Town for prior approval of commercial reproduction rates prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- F. **In-House Plotting** – Consultant shall make arrangements with Town for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. Town shall provide Consultant with a standard format for documenting these charges. Completion of the Town's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.
- G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.
- H. **Postage, Mail, and Delivery Service** – Town shall reimburse the actual cost of postage and delivery of Instruments of Service, provided the Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for the Town, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of the Consultant and/or the Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.
- I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, unless the charges are in connection with the scope of services described in Exhibit "A" AND related to travel to the Project site from a Consultant's place of business that is located beyond fifty (50) miles from the Project site, and then only reimbursable for the actual cost subject to compliance with the Town's

currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

1. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to Town specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to Town what costs would be considered direct costs. Town shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. Town reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

1. **Adherence to Currently Adopted Town Travel Policy** – Unless otherwise stated within this Agreement, reimbursements shall be governed by the same travel policies provided for Town employees according to current adopted policy. All lodging and meals are reimbursed in accordance with IRS rules and rates as shown on the U.S. General Services Administration website for the Town: <http://www.gsa.gov/portal/category/21287>.
2. Prior to the event, Consultant shall request, and the Town shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

EXHIBIT "D"
TOWN OF ADDISON PROFESSIONAL SERVICES/CONSULTANT
INSURANCE GUIDELINES

REQUIREMENTS

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

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

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

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

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

With respect to the foregoing insurance,

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

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the City of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

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

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

AGREEMENT

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for CITY OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor, except that Vesta Rea and Associates requirements for Worker's Compensation Liability is reduced to \$500,000 each for each accident, disease policy limits, and disease for each employee. It is the responsibility of the Contractor to assure compliance with this provision. The City accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid# Airport Customs and Border Protection Facility Design

Company: Page Southerland Page, Inc.

Professional Services Agreement
(Page Southerland Page, Inc.)

Page 23

Printed Name: Jeffrey Mechlem, Jr., Vice President

Signature:  Date: 12/21/2017

EXHIBIT "E"
AFFIDAVIT

THE STATE OF TEXAS §
 §
THE COUNTY OF DALLAS §

I, Jeffrey Mechlem, Jr., a member of Page Southerland Page, Inc., make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

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

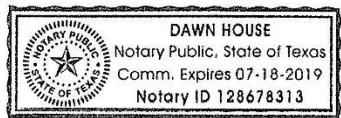
Upon filing this affidavit with the Town of Addison, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of a public body which took action on the agreement.

Signed this 21st day of December, 2017.

[Signature] / Vice President
Signature of Official / Title

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

Sworn to and subscribed before me on this 21st day of December, 2017.

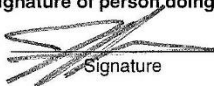


Dawn House
Notary Public in and for the State of Texas
My commission expires: July 18, 2019

EXHIBIT "F"
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

FORM CIQ CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY Date Received
1. Name of person who has a business relationship with local governmental entity. Arturo Chavez	
2. Check this box if you are filing an update to a previously filed question <input type="checkbox"/> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
3. Name of local government officer with whom filer has employment or business relationship. <div style="text-align: center; border-bottom: 1px solid black; width: 40%; margin: 0 auto;"> Name of Local Government Officer </div> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> <hr/> <hr/> <hr/> <hr/> <hr/>	

EXHIBIT "F"
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

4. Signature of person doing business with the governmental entity Date:	
 Signature	<u>12/21/2017</u> Date

Local Government Officers Town of Addison, Texas

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

Mayor:	Joe Chow
Council Members:	Al Angel, Council Member Jim Duffy, Council Member Lori Ward, Council Member Paul Walden, Council Member Ivan Hughes, Council Member Tom Braun, Council Member
City Manager:	Wesley S. Pierson

EXHIBIT "G"

Release and Transfer of Electronic Files

Project	Airport Customs and Border Protection Facility Design	Project No.	417151
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Dear Town of Addison:

At your request, Page Southerland Page, Inc. ("Page") will provide electronic files containing data that represent drawings, documents, building models, or other construction aspects of the Project referenced above ("Project") for your convenience and use subject to the following terms and conditions of this agreement ("Release"):

These electronic files are released under the authority of Page who maintains the original files.

The undersigned ("Recipient") agrees to assume all responsibility for any modification to, or use of the electronic files released hereunder, and Recipient shall require similar agreements from other users of the electronic files, including without limitation [Recipient's] subcontractors and consultants.

THE ELECTRONIC FILES ARE NOT CONTRACT DOCUMENTS, NOR ARE THEY REPRESENTED TO BE ACCURATE REPRESENTATIONS OF THE CONTRACT DOCUMENTS. WE MAKE NO REPRESENTATION REGARDING THE ACCURACY OR COMPLETENESS OF THE ELECTRONIC FILES.

By releasing these electronic files, Page does not convey any ownership right in the content provided, nor in the software used to generate the content. Unless otherwise granted in a separate license, any subsequent right to use, modify, or further transmit the electronic files is specifically limited to the uses necessary for the design, coordination and construction of the Project, and nothing contained in this Release conveys any other right to use the electronic files for another purpose.

Page's electronic files are typically provided in AutoDesk AutoCAD (.dwg, .dxf) format or Autodesk Revit format (.rvt), but may also include bitmap formats (such as .jpg, .tiff, or .bmp), Adobe Acrobat (.pdf) files, SketchUp (.skp) files, or other common file formats suitable for electronic representation of the Project. Page makes no representation as to the compatibility of these files with Recipient's hardware or software. System settings, file settings or software settings may be required to reflect the content in its originally intended format, and may not be provided with the files. These files may contain references to content separate from the file, which may not be included, due to its proprietary nature or other reason, at Page's discretion.

Under no circumstances shall delivery of the electronic files for use by Recipient or by others be deemed a sale by Page, and Page makes no warranties, either express or implied, of suitability or fitness for any particular purpose. In no event shall Page be liable for any loss of profit or any consequential damages—including, without limitation, damages for delays, loss of income, or increases in project costs, operating costs or overhead—as a result of your use or reuse of these electronic files.

Recipient represents to PageSoutherlandPage that all use will be consistent with the statutes, rules, and regulations of all governmental authorities having jurisdiction over the Project, the electronic files, and all related licensed, professional practices.

Page/

EXHIBIT "G"

If you agree with the above terms and conditions, please sign below and return the executed original to Jeffrey Mechlem, Page Southerland Page, Inc., 1100 Louisiana Suite One Houston, TX 77002 or jmechlem@pagethink.com.

Page Southerland Page, Inc.

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



(Signature)

(Signature)

Jeffrey Mechlem, Jr., Vice President

(Printed Name, Title)

(Printed Name, Title)

12/21/2017

(Date)

(Date)

Customs and Border Protection Facility Design

January 9, 2018

The logo for ADDISON, featuring the word "ADDISON" in a bold, blue, sans-serif font inside a white circle. The circle is set against a blue background that is part of a larger graphic element on the right side of the slide, which includes a white diagonal line and a grey triangle.

Project History and Background

A small version of the ADDISON logo, consisting of the word "ADDISON" in blue text inside a white circle, which is itself inside a blue circle.

- October 11, 2016 – Council directed staff to procure costs estimates for development alternatives at three sites on the airport:
 - A stand-alone Customs and Border Protection (CBP) Federal Inspection Station (FIS) facility
 - A CBP facility combined with airport administration offices
 - A CBP facility co-located with a Fixed Base Operator
- Request for Qualifications issued November, 2016
- February 28, 2017 – Council approved a contract with Page Southerland Page, Inc., to conduct site analysis and provide facility cost estimates

Project History and Background

The logo for ADDISON, consisting of the word "ADDISON" in white capital letters inside a blue circle.

- July 11, 2017 – Council approved the mid-field site and the addition of airport administration offices, either as a stand-alone building or combined with the CBP facility
- Council will provide direction on whether to proceed with the airport administration office alternative after schematic design and cost estimates are presented

3

Design and Engineering Services Scope of Work

The logo for ADDISON, consisting of the word "ADDISON" in white capital letters inside a blue circle.

- Demolition of existing 40,000sf hangar and associated pavement
- Design of CBP facility, airside and landside pavements, and optional airport administration offices, to include:
 - Structural engineering
 - Mechanical, Electrical, and Plumbing (MEP)
 - Landscaping and irrigation
 - IT & Audio Visual design, Furniture, Fixtures, and Equipment (FF&E)
- CBP coordination
- Cost Estimating
- Bid phase and construction phase services
- Facilities commissioning

4

Design Development Process



- Schematic design of 1 base design and 2 options – approximately 1.5 months to complete:
 - Federal Inspection Station (FIS) facility as stand-alone
 - FIS plus airport administration office in adjacent building
 - FIS plus airport administration office combined with CPB building
- Costs estimates will be provided for each scenario
- Available funding amounts and sources will be reviewed
 - Recommendation on closing the gap (if any)
- Seek Council direction
 - Airport administration option
 - Funding decision

5

Design Development Process (continued)



- Design Development – Approximately 8 months:
 - FIS facility and associated ramp and landside parking
 - Airport administration office, if so directed, in adjacent building or combined with FIS
- Construction documents
 - Detailed cost estimates will be provided at 25% construction documents development
- Confirmation of available funding to match cost estimates

6

Bidding and Construction Contract Award Schedule



- Bidding phase – 2 months
- Construction phase – 12 months for FIS alone; 18 months for FIS plus airport offices
- Commissioning - assuring that all systems and components of the facility are designed, installed, and operate according to the Town's and CBP's requirements

7

Design Fee Details



Total Fee	\$857,663
Design of demolition of existing 40,000sf hangar	\$7,000
Airfield ramp design	\$132,006
FIS facility design – schematic to construction documents	\$364,459
Airport administration office (if selected)	\$145,638
CBP coordination	\$7,000
IT/AV design	\$26,350
Furniture, Fixtures, and Equipment	\$10,000
Signage and wayfinding	\$19,000
Commissioning	\$56,100
Reimbursable costs – travel, printing, accessibility inspection	\$52,750
Cost estimating	\$37,360

8

Design Fee as Percent of Construction



- Industry standard is 10-12%
- No two facilities are exactly alike even if the use is the same
- No two projects are exactly the same
- Construction costs are preliminary estimates only – not based on an actual facility design

9

Comparison to Other Airports' Customs Facility



Airport	Facility Size (square feet)	Estimated Construction Cost (\$)	Design Fee (\$)	Design Fee as Percent of Construction Cost (%)
Addison Airport FIS only, w/o ramp and demo costs	3,400	2,559,261	346,357*	13.5
Addison Airport FIS + ramp, demo, and airfield costs	3,400	4,181,747	485,363*	11.6
Addison Airport FIS +airport office, ramp and demolition	8,100	5,836,207	649,103*	11.1
Conroe-North Houston Regional Airport	3,300	2,500,000	341,000	13.6
Boca Raton Airport (Florida)	4,400	4,500,000	1,100,000	24.4

* The fee amount does not include additional costs such as the enhanced IT/Audio-Visual, Furniture, Fixtures, and Equipment (FF&E), signage and wayfinding, detailed cost estimating, reimbursable costs such as travel and printing, and commissioning.

10

Recommendation

The logo for Addison, consisting of the word "ADDISON" in white capital letters inside a blue circle.

- Recommend award of contract with Page Southerland Page, Inc., for design of Customs facility at Addison Airport

11

Questions?

The logo for Addison, consisting of the word "ADDISON" in white capital letters inside a blue circle.

12

Town of Addison Airport Customs and Border Protection Site Alternatives and Cost Analysis Executive Summary

July 11, 2017



Page/

ADDISON

Scope Site Alternatives & Cost Analysis



Stand-alone FIS
(not included in a lease area)

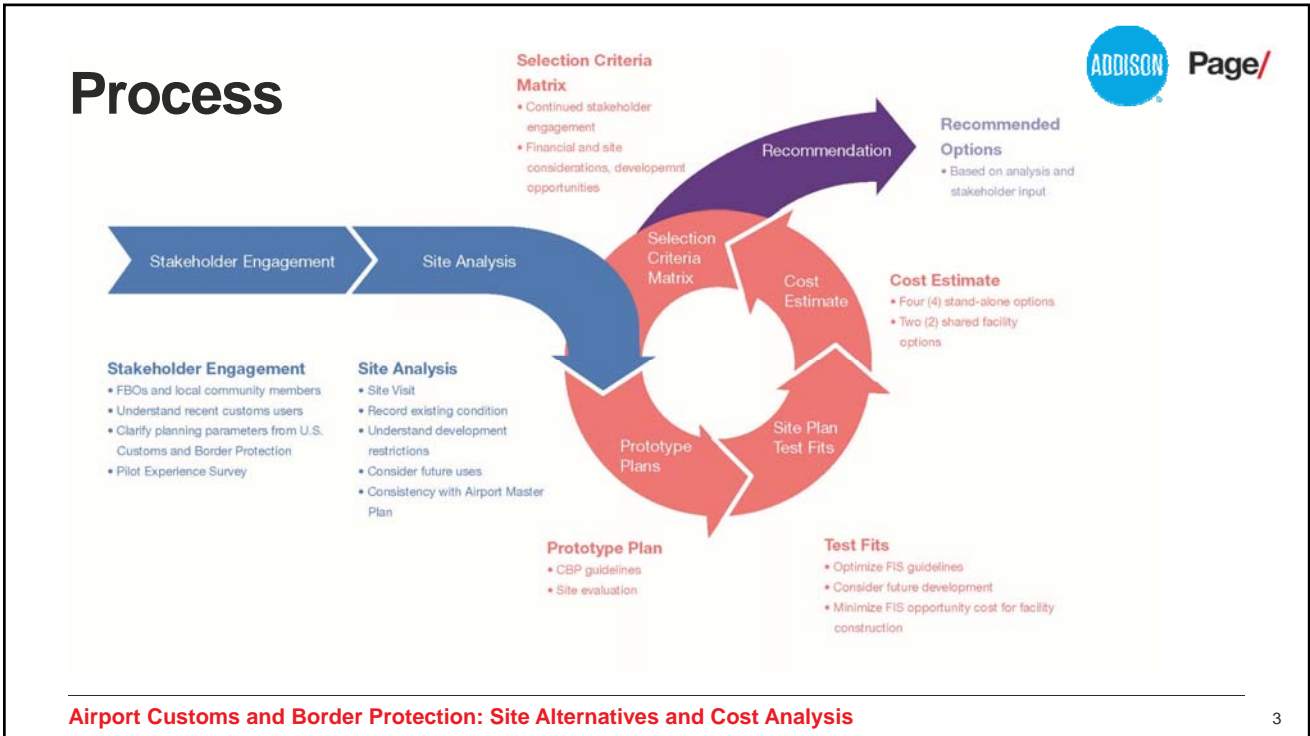
- Option 01A:** Jetport Site - Existing building renovation for Federal Inspection Services (FIS)
- Option 01B:** Jetport Site - New stand-alone FIS facility
- Option 02:** Midfield Site - New stand-alone FIS facility
- Option 03:** SE Quadrant Site - New stand-alone FIS facility

+ Admin Offices

- Option 02A:** Midfield Site - New stand-alone FIS facility + Airport Administration Offices (one-story buildings)
- Option 02B:** Midfield Site - New stand-alone FIS facility + Airport Administration Offices (two-story building)

Co-located FIS
(included in a lease area)

- Option 04:** Request for Proposal (RFP) for New FIS facility co-located with a Fixed Base Operator (FBO)



Stakeholder Engagement

Participants

- **Users of Addison Airport existing Federal Inspection Services (FIS)**
- **Addison Airport Fixed Base Operators (FBO)**
 - Addison Jet Center*
 - Atlantic Aviation*
 - Million Air*
- **Community Partners**
 - Council Members*
 - Residents*
- **U.S. Customs and Border Protection (CBP)**

Feedback

Key Considerations:

- **Customer Service**
 - Attitude of CBP Officer*
 - Waiting and Processing Environment*
- **Efficiency**
 - Convenient Ramp Access*
 - Adequate Ramp Area*
 - Minimize Taxiing/Towing*
- **Convenience**
 - Enable aircraft servicing on ramp*
 - Direct access to ground transportation*

ADDISON Page/

Airport Customs and Border Protection: Site Alternatives and Cost Analysis

4

Site Analysis

- Consistency with the Airport Master Plan
- Existing conditions
- Development restrictions
- Confirmation of existing utilities and capacities
- Consideration of future uses
- Land opportunity costs
- Flexible planning for optimal use
- Site access



Airport Customs and Border Protection: Site Alternatives and Cost Analysis

Cost Estimate Summary

<u>Jetport Facility Renovation for FIS</u> Option 01A	
Facility + Site	\$ 2,920,297
Airfield Ramp	\$ 1,445,000
Demolition Costs	\$ 40,500
Design Fees	\$ 613,250
TOTAL	\$ 5,019,047
<i>*Assume \$7,500 annual operating expenses (utilities, janitorial, general maintenance)</i>	
<i>** Design estimates include surveying, geotechnical engineering, and reimbursable expenses</i>	
<i>*** \$1,867,000 additional for renovation of remaining existing building for tenant lease</i>	

<u>Jetport New Stand-Alone FIS</u> Option 01B	
Facility + Site	\$ 2,489,346
Airfield Ramp	\$ 1,445,000
Demolition Costs	\$ 108,660
Design Fees	\$ 580,250
TOTAL	\$ 4,623,256
<i>*Assume \$7,500 annual operating expenses (utilities, janitorial, general maintenance)</i>	
<i>** Design estimates include surveying, geotechnical engineering, and reimbursable expenses</i>	

Airport Customs and Border Protection: Site Alternatives and Cost Analysis



Cost Estimate Summary

Midfield New Stand-Alone FIS Option 02

Facility + Site\$ 2,559,261
 Airfield Ramp\$ 1,445,000
 Demolition Costs\$ 180,486
 Design Fees\$ 580,250

TOTAL \$ 4,764,997

*Assume \$7,500 annual operating expenses (utilities, janitorial, general maintenance)

** Design estimates include surveying, geotechnical engineering, and reimbursable expenses

SE Quadrant New Stand-Alone FIS Option 03

Facility + Site\$ 2,508,455
 Airfield Ramp\$ 1,445,000
 Demolition Costs\$ 0
 Design Fees\$ 580,250

TOTAL \$ 4,533,705

*Assume \$7,500 annual operating expenses (utilities, janitorial, general maintenance)

** Design estimates include surveying, geotechnical engineering, and reimbursable expenses



Cost Estimate Summary

Midfield New Stand-Alone FIS + Airport Administration Offices (one-story buildings) Option 02A

Facility + Site\$ 4,024,463
 Airfield Ramp\$ 1,445,000
 Demolition Costs\$ 180,486
 Design Fees\$ 756,250

TOTAL \$ 6,406,199

*Assume \$7,500 FIS annual operating expenses (utilities, janitorial, general maintenance)

** Design estimates include surveying, geotechnical engineering, and reimbursable expenses

Midfield New Stand-Alone FIS + Airport Administration Offices (two-story building) Option 02B

Facility + Site\$ 4,210,721
 Airfield Ramp\$ 1,445,000
 Demolition Costs\$ 180,486
 Design Fees\$ 756,250

TOTAL \$ 6,592,457

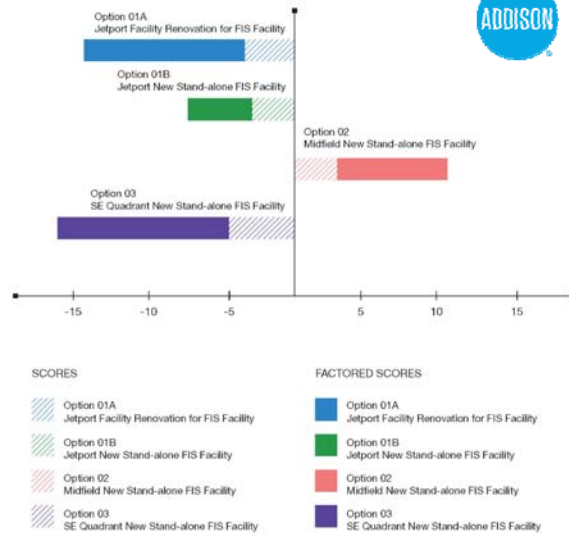
*Assume \$7,500 FIS annual operating expenses (utilities, janitorial, general maintenance)

** Design estimates include surveying, geotechnical engineering, and reimbursable expenses

Evaluation Matrix



- Evaluation of stand-alone FIS options (not included in a lease area)
- Evaluation Criteria
 - Financial**
 - Capital Expenses
 - Ongoing Operating + Maintenance Expenses
 - Opportunity Costs
 - Location**
 - Access
 - Visibility Potential
 - Impact on FBOs
 - Availability/Operational**
 - Control/Ownership
 - Planning Potential
 - Operations
- Influenced by feedback from stakeholders



Recommendation



<u>Jetport Facility Renovation for FIS</u> Option 01A	<u>Jetport New Stand-Alone FIS</u> Option 01B	<u>Midfield New Stand-Alone FIS</u> Option 02	<u>SE Quadrant New Stand-Alone FIS</u> Option 03
Financial	Financial	Financial	Financial
Capital Expenses-1.5	Capital Expenses-1.5	Capital Expenses-2.0	Capital Expenses 0.5
Ongoing Operating + Maintenance 0.0	Ongoing Operating + Maintenance 0.0	Ongoing Operating + Maintenance 0.0	Ongoing Operating + Maintenance 0.0
Opportunity Costs-5.0	Opportunity Costs-2.5	Opportunity Costs 5.0	Opportunity Costs-5.0
Location	Location	Location	Location
Access-0.5	Access-1.0	Access 1.5	Access-1.5
Visibility Potential 0.0	Visibility Potential 0.0	Visibility Potential 0.0	Visibility Potential 0.5
Impact on FBOs.....-1.0	Impact on FBOs.....-1.0	Impact on FBOs 0.0	Impact on FBOs.....-1.0
Availability/Operations	Availability/Operations	Availability/Operations	Availability/Operations
Control/Ownership.....-5.5	Control/Ownership.....-0.5	Control/Ownership 6.0	Control/Ownership.....-6.0
Planning Potential..... 0.0	Planning Potential..... 0.0	Planning Potential 0.0	Planning Potential.....-2.0
Operations-1.0	Operations-1.0	Operations 1.0	Operations-2.0
TOTAL-14.5	TOTAL-7.5	TOTAL+11.5	TOTAL-16.5

Recommendation

Midfield Site - New Stand-Alone Federal Inspection Station Facility **Option 02**

- Capital expense comparable to other options
 - Lowest opportunity cost
 - Flexible planning potential
 - Adequate site area available for additional development
 - Minimal impact on future development plans
 - Central location offers convenient access and minimizes taxiing/ tugging
 - Consistent with Airport Master Plan
-
- Option available for combining airport administration offices for added operational efficiency

Additional Options

Midfield Site - New Stand-Alone FIS + Airport Administration Offices **Options 02A/02B**

- Site Analysis concludes that this is a viable option
- Adjacent location to FIS = efficiencies for user-fee processing
- Location of offices on the airfield
- Savings of existing lease
- Potential for TxDOT Aviation "Airport Terminal Grant Program" participation
(50% cost up to \$500,000)

Additional Options



RFP for New FIS Facility co-located within an FBO Lease Area

Option 04

- Stakeholder engagement concludes that this is a viable option
- CBP takes no exception
- All FBOs communicated interest in responding
- FAA's Airport sponsor Grant Assurances (regarding exclusive rights) will require a public RFP
- Potential for funding assistance from RFP respondents
- Potential impact on FBOs not awarded co-location
- Potential loss of design control, subject to selected project delivery method
- Potential airside congestion due to adjacent functions, subject to proposals

Funding Options and Opportunities



- TxDOT Land Reimbursement – 2013-14 Purchases of Wiley Post and Glenn Curtiss properties
- Airport Fund Reserves – maintaining 25% balance per policy
- Bond Funds – Certificates of Obligation
- User Fees – Per clearance charges based on aircraft weight; regulated garbage disposal; overtime charges
- User Contributions – FBOs, international operators
- Fuel Flowage Fee surcharge (temporary) on Jet-A
- Special Assessment on FBOs / International operators

Questions for Council Consideration

Does Council agree with Recommendation?

- Midfield stand-alone FIS
- Add Airport Administration Office?
- If yes,
 - Engage architect to design the facility
 - Coordinate design with Customs and Border Protection
 - Determine probable construction cost
 - Explore funding options/opportunities
 - Seek Council approval

If Council does not agree with Recommendation, how should Staff proceed?

- Co-located with FBO? On or off lease site.
- Request for Proposal required

Discussion / Questions



Work Session and Regular Meeting

Meeting Date: 01/09/2018

Department: Infrastructure- Development Services

AGENDA CAPTION:

Hold a Public Hearing, Discuss, and Consider Action on an **Ordinance to Approve Changing the Zoning on Property Located at 15003 Inwood Road, Which the Property is Currently Zoned C-1, to a PD, Planned Development District, Allowing All C-1 Uses, Plus Manufacturing and Assembly Uses, and Establishing Modified Development Standards. PUBLIC HEARING Case 1766-Z/Fish Gallery.**

BACKGROUND:

This case was originally heard by the City Council at the December 12, 2017 meeting. Based on a misunderstanding between staff and the applicant about what was being proposed, the Council remanded the case back to the Planning and Zoning Commission with direction to the Planning and Zoning Commission to consider accommodating the new road shown on the site plan.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on December 19, 2017, voted to recommend approval of an ordinance rezoning the property located at 15003 Inwood Rd, from Commercial-1 (C-1) to Planned Development (PD) to allow all C-1 uses, plus manufacturing and assembly uses, and establish modified development standards, subject to the following condition:

- The applicant shall dedicate the public road as shown on the site plan.
- The applicant shall increase the glazing on the South and East building elevations

Voting Aye: Griggs, Groce, Meleky, Morgan, Robinson Schaeffer, Wheeler

Voting Nay: none

Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: Art Kline, 1600 N. Collins Boulevard #1500, Richardson, TX 75080

On: none

Against: none

Please refer to the attached staff report for additional information on this case.

RECOMMENDATION:

The purpose of the Comprehensive Plan is to serve as official policy of the Town and guide future zoning decisions. As noted in the staff report, the Comprehensive Plan indicates that this property should be used for commercial, retail, restaurant, or hotel uses. The proposed plan for this property includes aquarium manufacturing and parts assembly. These are considered industrial uses. Since the proposed uses do not conform with the vision established in the Comprehensive Plan, administration recommends denial.

Attachments

Ordinance - 1766-Z

Staff Report - 1766-Z

Plans - 1766-Z

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, CREATING PLANNED DEVELOPMENT DISTRICT _____ BASED ON COMMERCIAL-1 (C-1) DISTRICT REGULATIONS WITH MODIFIED DEVELOPMENT STANDARDS LOCATED AT 15003 INWOOD ROAD, ON APPLICATION FROM FISH GALLERY, PROVIDING FOR APPROVAL OF ALL C-1 USES PLUS MANUFACTURING AND ASSEMBLY; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; 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 Town of Addison adopted Ordinance No. O17-11 which amended the Town of Addison Comprehensive Plan to add a new section adopting the findings of the Inwood Road Corridor Special Area Study (the “Inwood Road Study”); and

WHEREAS, a cornerstone of the findings of the Inwood Road Study was the need to increase and develop east/west connector roads from Inwood Road to adjacent roadways; and

WHEREAS, the applicant for the zoning amendment granted herein has offered to dedicate right-of-way for an east/west connector road in conjunction with development of the property; and

WHEREAS, but for the dedication of the right-of-way described above, the requested zoning amendment would not conform to the findings of the Inwood Road Study; and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning and Zoning Commission, the information received at the public hearing, and other relevant information and materials, the City Council of the Town of Addison, Texas finds that this ordinance promotes the general welfare and safety of this community.

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

Section 1. The recitals and findings set forth above are hereby found to be true and correct and incorporated as if fully set forth herein.

Section 2. Planned Development District _____ is hereby established for the 1.506 acres of land located at 15003 Inwood Road and more specifically described in **Exhibit A** attached hereto and incorporated herein (the “Property”), in accordance with all Commercial-1 (C-1), district development regulations contained in the Town of Addison, Code of Ordinances, as amended, with the following special conditions:

- A. Use Regulations. No land shall be used and no building shall be erected for or converted to any use other than all uses allowed in a C-1 district, plus manufacturing and assembly uses.
- B. Type of Construction. At least 80 percent of the exterior walls of all structures shall be of masonry construction, exclusive of door and window openings. At least 80 percent of all facades visible from a public street must be of brick or stone construction. Glass tile, glass block, and plate glass may count as masonry. The use of Nichiha fiber-cement architectural wall panels shall be allowed for the remaining 20 percent of the facades.
- C. Building Façade. The applicant shall increase the glazing on the South and East building elevations.

Section 3. The property shall be improved in accordance with the site plan, floor plan, landscape plans, and building elevations attached hereto as **Exhibit B** and made hereof for all purposes.

Section 4. Based on the Inwood Road Study, for the grant of entitlements in this Ordinance to be in the best interest of the public health, safety and welfare, prior to the issuance of a building permit to construct the improvements contemplated herein, the right-of-way for the New Road shown on **Exhibit B** shall be dedicated, in fee simple, to the Town of Addison.

Section 5. Any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the city, as heretofore amended, and upon conviction shall be punished by a fine set in accordance with Chapter 1, General Provisions, Section 1.10, General penalty for violations of Code; continuing violations, of the Code of Ordinances for the Town of Addison.

Section 6. The provisions of this Ordinance are severable, and should any section, subsection, paragraph, sentence, phrase or word of this Ordinance, or application thereof to any person, firm, corporation or other business entity or any circumstance, be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of the remaining or other parts or portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining parts or portions of this Ordinance despite such unconstitutionality, illegality, or invalidity, which remaining portions shall remain in full force and effect.

Section 7. All ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 8. This Ordinance shall become effective from and after its passage and approval and after publication as may be required by law or by the City Charter or ordinance.

Case No. 1766-Z/Fish Gallery

PASSED AND APPROVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS,
on this the 9th day of January, 2018.

Joe Chow, Mayor

ATTEST:

Christie Wilson, Interim City Secretary

CASE NO: 1766-Z/Fish Gallery

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

PUBLISHED ON:

Ordinance No. _____

EXHIBIT A

Being a 1.506 acre tract of land situated in the Josiah Pancoast Survey, Abstract No. 1146, and being a portion of Lot 1, Block 1, of the Rinehart Inwood Addition, an Addition to the Town of Addison, Dallas County, Texas, according to the plat thereof recorded in Volume 77012, Page 1563, Map Records of Dallas County, Texas, and being all of Lot 1, Block 1, O'Dwyer Inwood Addition, an unrecorded plat, and being all of that certain tract of land to Joe C. Thompson, Jr., by deed recorded in Volume 87001, Page 3230, of the Deed Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 1 /2 inch iron rod set with "Peiser & Mankin Surv" red plastic cap (hereinafter referred to as 1 /2 inch iron rod set) for the northeast corner of the herein described tract, same being in the southwesterly right-of-way line of Inwood Road (a 100' right-of-way), same being the most easterly southeast corner of The Attic, an addition to the Town of Addison, Dallas County, Texas, according to the plat thereof recorded in Volume 77197, Page 1570, said Map Records;

Thence South 17 deg. 15 min. 00 sec. East, along the southwest right-of-way line of said Inwood Road, passing the southeast corner of said Lot 1, Block 1, O'Dwyer Inwood Addition, same being the northeast corner of aforesaid Lot 1, Block 1, Rinehart Inwood Addition, and continuing a total distance of 295.63 feet to a 1/2 inch iron rod set for the southeast corner of the herein described tract, same being North 17 deg. 15 min. 00 sec. West, 11.31 feet from the southeast corner of said Lot 1, Block 1, Rinehart Inwood Addition, same being the northeast corner of that certain tract of land to 14885 Inwood Road LLC, by deed recorded in Instrument Number 200600478170, Official Public Records, Dallas County, Texas, same being the northeast corner of that certain tract of land to Inwood North Partners, by deed dated March 24, 1983, as recorded in Volume 83063, Page 3848, aforesaid Deed Records;

Thence along the common line of said Thompson tract, and said 14885 Inwood Road tract as follows:

South 90 deg. 00 min. 00 sec. West, a distance of 563.69 feet to an 'X' cut set in concrete for an angle point;

South 37 deg. 11 min. 42 sec. West, a distance of 13.56 feet to an 'X' cut set in concrete for an angle point, same being in the south line of said Lot 1, Block 1, Rinehart Inwood Addition;

South 90 deg. 00 min. 00 sec. West, a distance of 5.40 feet to an 'X' cut found in concrete for the southwest corner of the herein described tract, same being the southwest corner of said Lot 1, Block 1, Rinehart Inwood Addition, same being the northwest corner of said 14885 Inwood Road tract, same being in the east line of Lot 2, Inwood West Addition, an addition to the Town of Addison, Dallas County, Texas, according to the plat thereof recorded in Volume 91199, Page 3395, aforesaid Deed Records;

EXHIBIT A

Thence North 00 deg. 00 min. 00 sec. East, along the common line of said Thompson tract, said Lot 1, Block 1, Rinehart Inwood Addition, and said Lot 2, passing an 'X' cut found at a distance of 95.50 feet for the northwest corner of said Lot 1, Block 1, Rinehart Inwood Addition, same being the northeast corner of said Lot 2, same being the most southerly southeast corner of aforesaid The Attic, and continuing along the common line of said Thompson tract, and said The Attic, a total distance of 263.84 feet to an 'X' cut found in concrete for the most westerly northwest corner of said Thomson tract, same being an angle point in said The Attic;

Thence North 45 deg. 00 min. 00 sec. East, a distance of 41.43 feet to a corner for the most northerly northwest corner of said Thompson tract;

Thence North 90 deg. 00 min. 00 sec. East, continuing along the common line of said Thompson tract, and said The Attic, a distance of 160.32 feet to the Point of Beginning and containing 65,583 square feet or 1.506 acres of computed land, more or less .

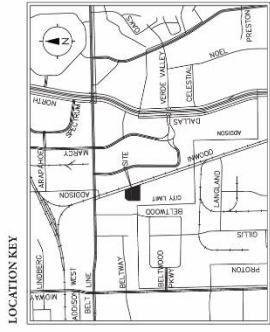
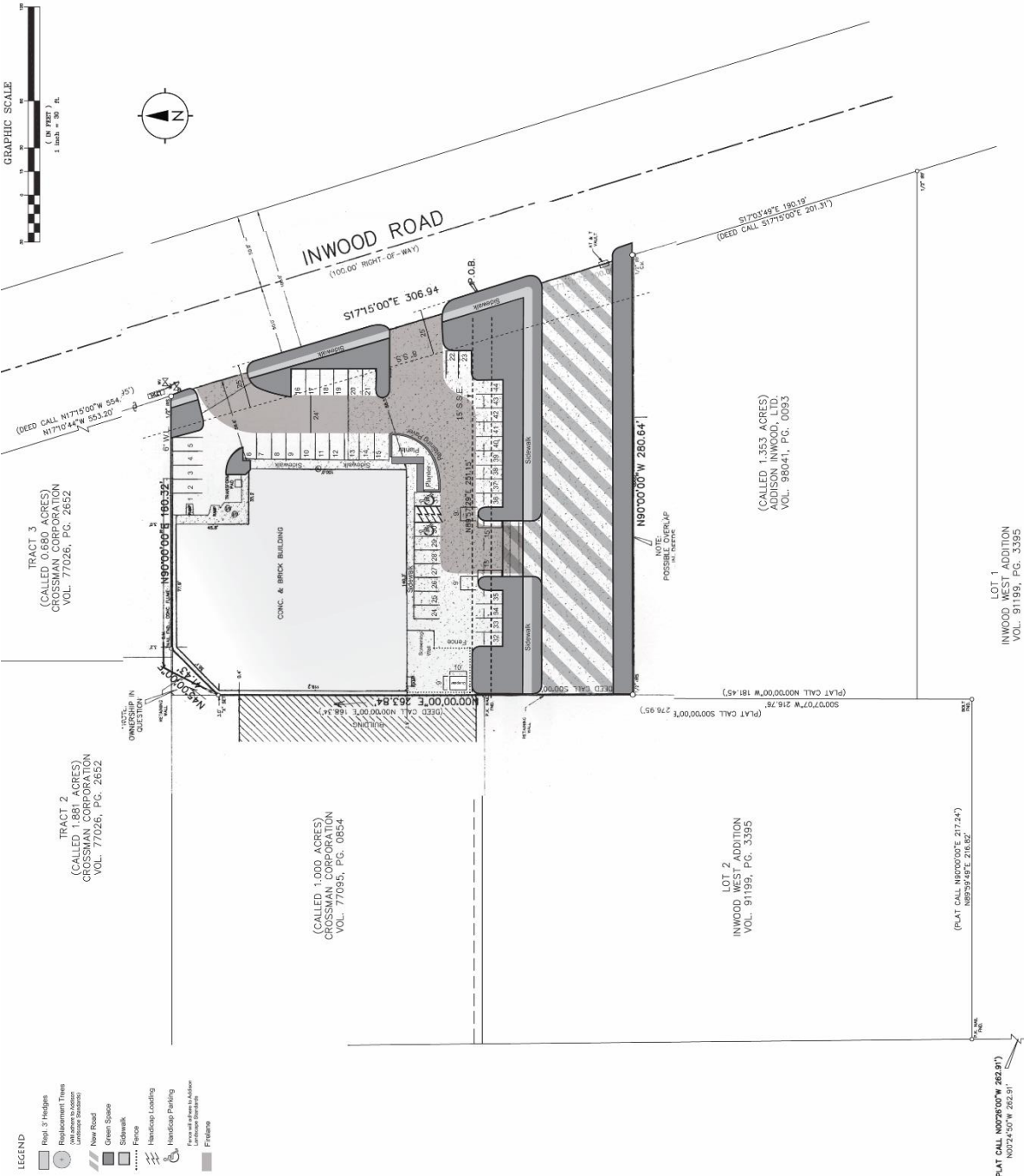
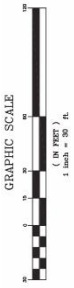
EXHIBIT B

SITE PLAN

SITE PLAN NOTES

1. Any revision to this plan will require Town approval and will require revisions to any corresponding plans to avoid conflicts between plans.
2. All signage, other permitted, shall be screened in accordance with the zoning Ordinance.
3. Buildings with an aggregate sum of 5,000 square feet or greater on a lot shall have automatic sprinklers installed throughout all structures.
4. All signage is subject to town approval.
5. All other structures shown on the site plan and are subject to building inspection Division approval.
6. No existing trees will be preserved.

Current Zoning: Commercial 1
 Proposed Zoning: PD
 Proposed Use: Office/Warehouse/Retail/Assembly
 Building Area: 18,600 Sq. Ft. (1.155 Acres)
 Required Greenpace: 20% (10,044 Sq. Ft.)
 Greenpace Provided: 230(11,380 Sq. Ft.)
 Greenpace Excess: 2776 (1.388 Acres)
 Lot coverage: 57%
 Sq. Ft. of impervious surface: 38,841 Sq. Ft.
 1 per thousand pervious (164.44 needed)
 Current number of parking: 44
 Handicap parking is provided in accordance with ADA
 Planter Dimensions: 20'x43'
THE FISH GALLERY -
15003 INWOOD ROAD ADDISON, TX 75001
 LEGAL E: DSHAH PANCOAST ABT 1.66 PG 536
 LEGAL E: VILLAGE 0320 EX 2586 CO DALLAS
 ADDISON, TX 75001
 Acreage: 1.53 Acres
 Survey number: P-3670
 03/20/2017, 06/05/2017, 06/16/2017, 09/21/2017, 09/27/2017, 11/03/2017, 11/09/2017



ACTION	
APPROVED	DENIED
STAFF	COMMISSION
COUNCIL	PLANNING

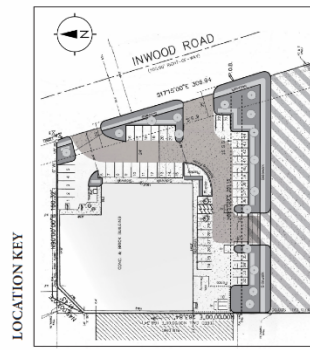
OWNER:	DOC. C. THOMPSON JR.
ADDRESS:	3147-7017-5463
APPLICANT:	ADDISON, TX 75001
AGENT:	3309 KORTHMAN VIEW DRIVE
	HOUSTON TX, 77057

EXHIBIT B

SCALE 1" = 10' 0"



Total Square Footage 18,500
Retail 6,300 SQ. FT. (34%)
Warehouse/Fabrication 12,200 SQ. Ft. (66%)



THE FISH GALLERY -
15003 INWOOD ROAD ADDISON, TX 75001
LEGAL 1: POSSESSOR/CONST. ABST 1166 PG 236
LEGAL 2: POSSESSOR/CONST. ABST 1166 PG 236
LEGAL 3: POSSESSOR/CONST. ABST 1166 PG 236
ACREAGE: 1.53 ACRES
SURVEY NUMBER: P-8670
Prop. Date: 9/28/2017, 10/9/2017, 10/14/2017, 10/21/2017, 10/27/2017, 11/02/2017, 11/08/2017

OWNER:
JOE C. THOMPSON JR.
3322 SHORECREST DRIVE #235
DALLAS, TX 75235
214-707-8465

APPLICANT:
ROGER DEGRORI
2909 FOUNTAIN VIEW DRIVE
HOUSTON TX 77057

EXHIBIT B

LANDSCAPE PLAN

STIPULAN NOTES

1. Any revisions to this plan will require the applicant to submit revised plans to the Planning Commission and will require revisions to any corresponding plans to avoid conflicts between plans.
 2. Open staging, where permitted, shall be screened in accordance with the zoning ordinance.
 3. Buildings with an aggregate sum of 5,000 square feet or greater on a lot shall have automatic sprinklers installed throughout all structures.
- Alternative fire protection measures may be approved by the Fire Department.
4. All signage is subject to town approval.
 5. All fences and retaining walls shall be shown on the site plan and are subject to town approval.
 6. No existing trees will be preserved.

Current Zoning: Commercial I
 Proposed Zoning: PD
 Proposed Use: Office/Warehouse/Retail Assembly
 Building Area: 18,500 Sq. Ft. (1,150 Acres)
 Building Area: 18,500 Sq. Ft.
 Required Greenpace: 200/10,000 Sq. ft.
 Proposed Greenpace: 230/11,500 Sq. ft.
 10,000/27.1% (44%)
 Lot coverage: 57%
 Sq. Ft. of impervious surface: 38,841 Sq. Ft.
 1 per/10,000 sq. ft. (144 trees)
 Current number of parking: 44
 Proposed number of parking: 100
 in accordance with ADA standards
 Finisher Dimensions: 30'x43'

THE FISH GALLERY - 15003 INWOOD ROAD ADDISON, TX 75001

LEGAL 1: VOL. 77085, P. 2652
 LEGAL 2: VOL. 77085, P. 2652
 LEGAL 3: VOL. 77085, P. 2652
 LEGAL 4: VOL. 77085, P. 2652
 LEGAL 5: VOL. 77085, P. 2652
 LEGAL 6: VOL. 77085, P. 2652
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 LEGAL 98: VOL. 77085, P. 2652
 LEGAL 99: VOL. 77085, P. 2652
 LEGAL 100: VOL. 77085, P. 2652

Tree Requirement

- 1 Tree per 300 sq. ft. of linear footage.
- Trees needed on east side (9)
- Trees needed on south side (8)
- Trees needed on south side (8)
- Trees needed on south side (8)
- Trees needed on south side (9)

Shrubbery Requirement

One shrub planted (three to three and one-half feet on center - will comply with Addison Landscape Code.

LOCATION KEY



VICINITY MAP
NOT TO SCALE

APPROVED	DENIED
STAFF	
COUNCIL	
DATE	

OWNER:
 CROSSMAN CORPORATION
 3322 SHORTLEAF DRIVE #233
 ADDISON, TX 75001
 214-707-4433

APPLICANT:
 INGLE ENGINEERING
 1400 W. WOODWAY DRIVE
 FLOUIN, TX 75075

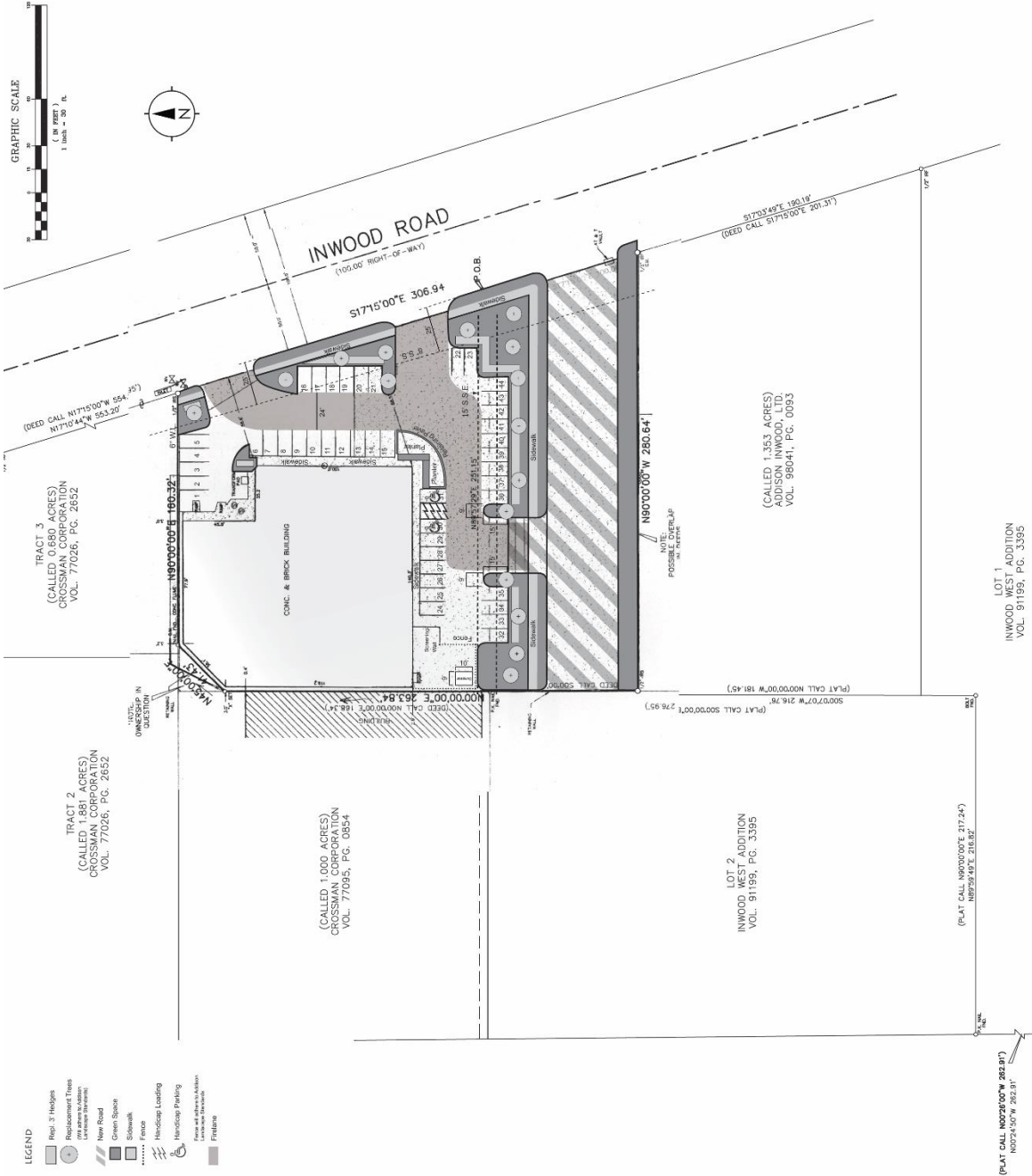
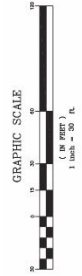


EXHIBIT B

PRELIMINARY LANDSCAPE PLAN

SITE PLAN NOTES

1. Any revision to this plan will require those approval and will require revisions to any corresponding plans to avoid conflicts between plans.
2. Open staging, where permitted, shall be screened in accordance with the zoning automatic setbacks included throughout all structures.
3. Buildings with an aggregate sum of 5,000 square feet or greater on a lot shall have automatic setbacks included throughout all structures.
4. All signage is subject to town approval.
5. All lighting shall be shown on the site plan and are subject to town approval.
6. No existing trees will be preserved.

Current Zoning: Commercial 1

Proposed Use: Office Warehouse (Retail/Assembly)

Proposed Lot: 1.353 Acres (11.159 Acres)

Building Area: 68,569 Sq. Ft.

Required Coverage: 29% (19,972 Sq. Ft.)

Height: 27' 3" (1 story)

Lot coverage: 29%

1 Per/Thousand Warehouse (Est. 44 ac/cd)

Total Building Area: 1,000 Retail

1 Per/Thousand Warehouse (Est. 44 ac/cd)

Landscaping: 10% of total building area

Landscaping: 10% of total building area

Planting: 10% of total building area

Planting: 10% of total building area

Planting: 10% of total building area

THE FISH GALLERY
OFFICE WAREHOUSE
ADDITION, TX 75001

LEGAL 1: ENCL. 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

Tree Requirement

Tree per 50 sq. ft. of linear footage.

Trees provided: 19

Trees needed on south side (8.8)

Trees needed on north side (9)

Shrubbery Requirement

One shrub planted: Three to Three and one half feet on center - will comply with Addition Landscape Code.

LOCATION KEY

VICINITY MAP
NOT TO SCALE

OWNER:
 JOE C. THOMPSON, JR.
 2505 FOUNTAIN VIEW DRIVE #2135
 DALLAS, TX 75235
 214-707-6443

APPLICANT:
 ADDISON INWOOD, LTD.
 2505 FOUNTAIN VIEW DRIVE
 HOUSTON, TX 77077

LEGEND

- Repl. 2 Hedges
- Repl. 2 Trees
- Green Space
- Staircase
- Handicap Leading
- Handicap Parking
- Firelane

GRAPHIC SCALE

1 inch = 50' ft.

1 inch = 100' ft.

1 inch = 200' ft.

TRACT 2
 (CALLED 1.881 ACRES)
 CROSSMAN CORPORATION
 VOL. 77026, PG. 2852

TRACT 3
 (CALLED 0.680 ACRES)
 CROSSMAN CORPORATION
 VOL. 77026, PG. 2852

LOT 2
 INWOOD WEST ADDITION
 VOL. 91199, PG. 3395

LOT 1
 INWOOD WEST ADDITION
 VOL. 91199, PG. 3395

NOTE:
 OVERLAP IN
 SHEDS

CONC. & BRCK. BUILDING

**POSSIBLE OVERLAP
 ON OCCUP**

**(CALLED 1.353 ACRES)
 ADDISON INWOOD, LTD.
 VOL. 98641, PG. 0093**

INWOOD ROAD
 (100.00' RIGHT-OF-WAY)

517°15'00"E 306.94'

517°33'49"E 190.18'
 (DEED CALL 517°15'00"E 201.31')

15° 03' 52" E 253.15'

100°00'00"E 263.84'
 (DEED CALL 100°00'00"E 181.45')

80°07'07"W 216.76'
 (PLAT CALL 500°00'00"E 276.95')

19°52'43"E 216.82'
 (PLAT CALL 100°00'00"W 172.24')

19°52'43"E 216.82'
 (PLAT CALL 100°00'00"W 172.24')

19°52'43"E 216.82'
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19°52'43"E 216.82'
 (PLAT CALL 100°00'00"W 172.24')

19°52'43"E 216.82'
 (PLAT CALL 100°00'00"W 172.24')

EXHIBIT B

15003 INWOOD ROAD ELEVATION

BRICK (75% COVERAGE)
CREAM COLOR

MINIMUM ROOF SLOPE: 1/4" PER FOOT
INSTALLATION SYSTEM AND AN INTEGRATED RAINFALL
DRAINAGE SYSTEM

REVISIONS

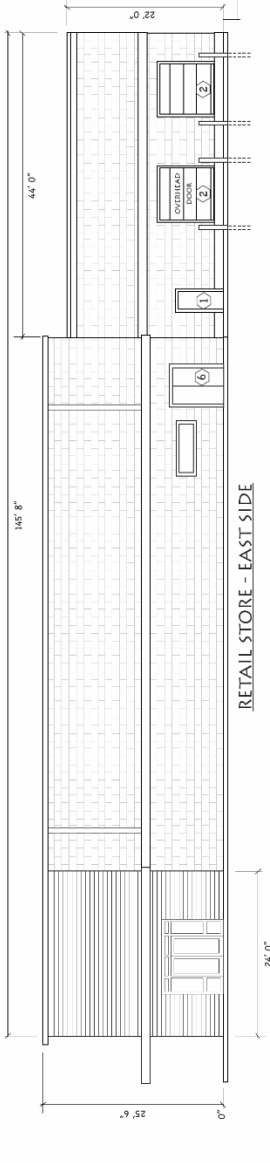
- This facade plan is for conceptual purposes only.
All building plans require review and approval by
Development Services.

- When permitted, exposed utility lines and conduits
shall be permitted to match like building.

- All signage areas and locations are subject to approval by
Development Services.

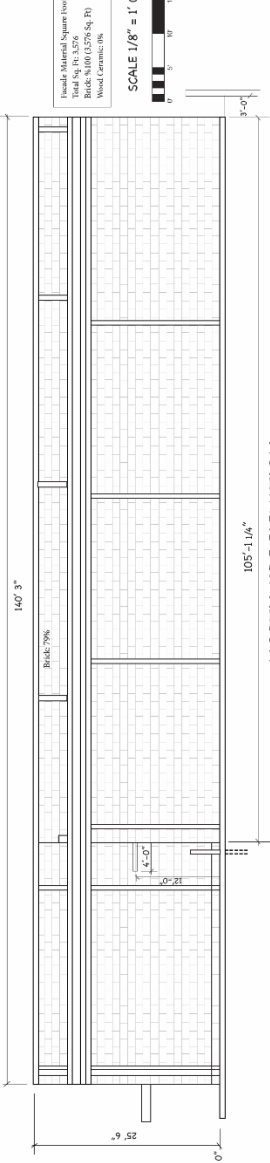
- Roof access shall be provided internally unless otherwise
permitted by the Clear Building Official.

Inside Material Square Footage
Total Sq. Ft.: 3,528
Brick: 100% (3,528 Sq. Ft.)
Wood Ceramic: 17% (600 Sq. Ft.)
SCALE 1/8" = 1' 0"



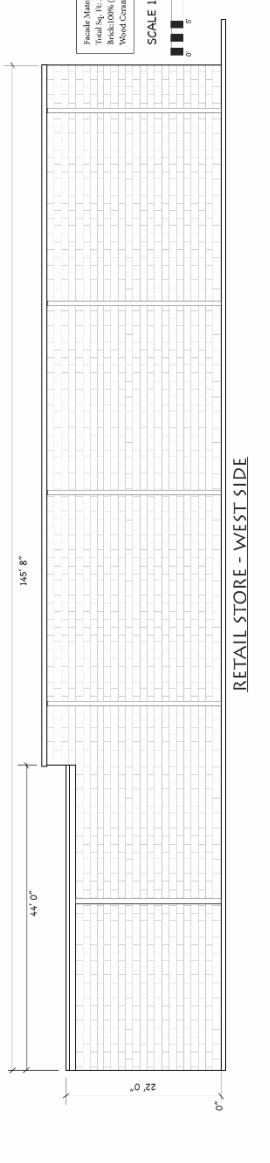
RETAIL STORE - EAST SIDE

Inside Material Square Footage
Total Sq. Ft.: 3,528
Brick: 100% (3,528 Sq. Ft.)
Wood Ceramic: 17% (600 Sq. Ft.)
SCALE 1/8" = 1' 0"



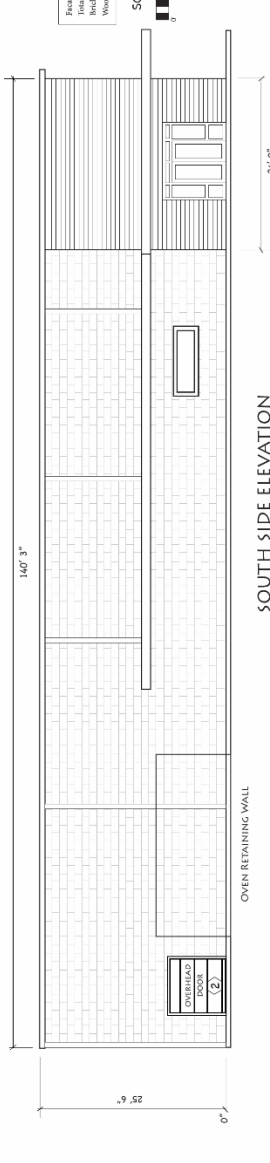
NORTH SIDE ELEVATION

Inside Material Square Footage
Total Sq. Ft.: 3,528
Brick: 100% (3,528 Sq. Ft.)
Wood Ceramic: 0% (0 Sq. Ft.)
SCALE 1/8" = 1' 0"

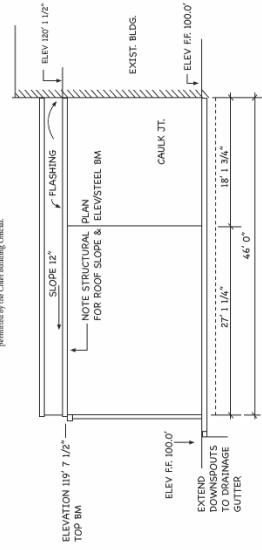


RETAIL STORE - WEST SIDE

Inside Material Square Footage
Total Sq. Ft.: 3,528
Brick: 87% (2,988 Sq. Ft.)
Wood Ceramic: 17% (600 Sq. Ft.)
SCALE 1/8" = 1' 0"

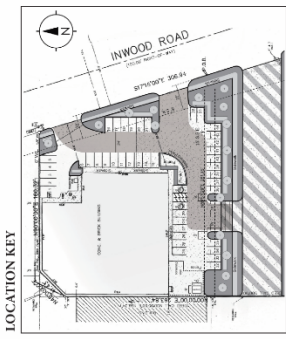


SOUTH SIDE ELEVATION



REAR ELEVATION

SCALE 1/8" = 1' 0"



LOCATION KEY

THE FISH GALLERY -
15003 INWOOD ROAD ADDISON, TX 75001
LEGAL E. JOURNAL RECORD ABSTRACT 1186 PG 236
LEGAL L. VOR 80013330012888 CO DALLAS
BLOCK 10001
ACREAGE: 1.153 ACRES
STRIPY NUMBER: 15-870
Prop. Dates: 9/20/17, 10/19/17, 10/19/17, 10/21/17, 10/27/17, 11/15/17, 11/16/17

OWNER:
JOE C. THOMPSON JR.
15003 INWOOD ROAD
DALLAS, TX 75235
214-707-6463

APPLICANT:
ROGER DIGRAGORI
2909 FOUNTAIN VIEW DRIVE
HOUSTON TX 77037

1766-Z

PUBLIC HEARING Case 1766-Z/Fish Gallery. Public hearing, discussion, and take action on a recommendation regarding an ordinance changing the zoning on property located at 15003 Inwood Rd., which property is currently zoned C-1, to a PD, Planned Development district, allowing all C-1 uses, plus manufacturing and assembly uses, and establishing modified development standards.

LOCATION MAP





December 15, 2017

STAFF REPORT

RE: Case 1766-Z/Fish Gallery

LOCATION: 15003 Inwood Road

REQUEST: Approval of an ordinance rezoning the property from C-1 (Commercial-1) to a PD (Planned Development), with modified development standards

APPLICANT: Roger Degregori

DISCUSSION:

Background: The property located at 15003 Inwood Road is currently a vacant one-story retail building of approximately 18,500 square feet, and was most recently occupied by Sigel's liquor store. The site is bordered by another single-story retail center to the south and a self-storage facility, consisting of several single-story buildings, to the north and west.

The site is zoned Comerccial-1, C-1, which allows for a variety of retail/showroom and office uses, but does not allow manufacturing or parts assembly.

The site was developed in 1983 and is required to abide by the zoning requirements in place at that time. The current landscaping regulations were approved in 2008, meaning that this site, as it is today, is exempted from these regulations. However, the regulations state that they become applicable at such time a property is rezoned, including to a Planned Development district.

Proposed Use: Fish Gallery is proposing to purchase this building and use a third of the space into retail/showroom and office space totaling approximately 6,300 square feet. Most of the building, 12,200 square feet, would be converted to manufacturing and aquarium assembly space, inclusive of a large oven for molding glass, a welding room, an acrylic sanding and polishing room, a build room with finishing tables, and a separate space with a variety of machinery.

Manufacturing and parts assembly uses are considered industrial type uses and are currently only allowed in the Town's three Industrial districts. Development standards in the Industrial district are typically lower than those in the Town's other zoning districts and are not in keeping with the Town's vision for this corridor. In working with the applicant, staff indicated that elevating the quality of development on this corridor was an important goal for the Town. Therefore, Fish Gallery is requesting to rezone the property to a Planned Development primarily to adjust the list of allowed uses to include manufacturing and parts assembly, as well as provide for modified standards.

Proposed Plan: The application is proposing to repurpose the existing single-story building for the proposed uses. The exterior facades of the building would be upgraded to add masonry. The site would also see increases in the amount of landscaping as well as the construction of sidewalks.

Additionally, the site plan shows the future alignment of an east/west street that would eventually connect Inwood Road to Beltway Drive.

Exterior Facades: The building is primarily constructed from concrete masonry units (CMU). The applicant is proposing to add brick over the CMU and a small percentage of Nichiha's Illumination fiber cement panels, made to look like wood, which would be a first time use for this type of product within the Town of Addison. However, several surrounding cities, such as Richardson and Farmers Branch, have already allowed the use of this material as part of their masonry requirement and have a very favorable outlook on the quality of this product.

Parking: The parking requirements for this Planned Development would mirror the general requirements found in the Commercial-1 district and Industrial-1 district for manufacturing uses. The uses being proposed would be parked at a retail ratio requiring 1 space per 200 square feet and a manufacturing ratio requiring 1 space per 1,000 square feet. Based on 6,300 square feet of proposed retail space, 32 parking spaces would be required, and based on 12,200 square feet of manufacturing space, 12 parking spaces would be required.

Fire Access: The plans have been reviewed by the Fire Marshal to ensure sufficient site access and building coverage. Current requirements call for a 24-foot-wide fire lane. The submitted site plans show that such requirement will be met.

Landscaping: In addition to the proposed Landscape Plan, the applicant has submitted an interim plan that will govern until the future street connection is made along the southern portion of this property. Both plans have been reviewed by the Parks Department to ensure compliance with the Town's Landscape Ordinance. The Landscape Ordinance requires that properties be brought up to current standards when they are rezoned, which calls for 20 percent of the entire

site to be landscaped, parking lot landscaping, and a 25-foot landscaping setback from the street. While not all requirements are met, staff believes that given the site constraints the provided landscape plans are adequate.

Comprehensive Plan: In 2016, the Town completed the Inwood Road Enhancement Zone Study. The findings of this study were ultimately adopted in 2017 as a Comprehensive Plan amendment, identifying goals of promoting higher density, diverse, mixed-use redevelopment with focus on pedestrian safety, walkability, and connectivity especially through additional east/west connections. In addition to these goals, the Plan describes “character districts” that were intended to guide future zoning decisions on land use and development standards.

This property falls within the Inwood District. According to the Plan, the permissible uses in the Inwood District include dining/retail, office, hotel or some mix of those uses. The Plan also calls for transitioning to multi-level buildings of 2-4 stories.

Based on the recent Comprehensive Plan amendment, staff has concerns with the proposed density and use, which do not comply with the Town’s vision for this area.

RECOMMENDATION: DENIAL

While this business would be appropriate (and welcomed) in the Town’s industrial districts, the Comprehensive Plan is very clear regarding the Town’s vision for this area. This plan does advance elements of the Comprehensive Plan such as improving pedestrian connectivity and beginning to establish an alignment for a future street connection between Beltway Drive and Inwood Road. These elements, however, are not unique to this proposal and would likely be required of any future rezoning of this property.

Due to the manufacturing/assembly component of this use, staff is recommending denial of this request. The Inwood character district was not intended to include industrial type uses such as manufacturing. Furthermore, the vision created in the Inwood Road Enhancement Zone was for larger scale, higher density development with a mix of uses. The proposed plan does not move this property towards that vision.

Should the Commission desire to approve this project, staff would propose that, given the Town’s vision for a more activated streetscape, the applicant revise the façade to include more glazing along the retail/showroom space of this building.

Land Use Analysis

Attributes of Success Matrix

Fish Gallery, 15003 Inwood Road

1766-Z

Attribute	Comment	Score
Competitive	The proposed use would not enhance the long-term competitiveness of this property.	
Safe	The property will provide sidewalks to allow for safer pedestrian travel. Additionally, the building will be required to upgrade their fire suppression system.	
Functional	Based on the proposed site, landscape, drainage, and utility plans the project appears to be functional.	
Visually Appealing	While the facades meet the masonry requirements for the Town, the proposed design could be adjusted to provide additional visual appeal.	
Supported with Amenities	The site is not surrounded by many amenities.	
Environmentally Responsible	The plan meets the Town's landscaping requirements, but does not include other sustainable elements.	
Walkable	The proposed site and landscape plans meet the Master Transportation Plan requirements, but is not well connected to additional other uses.	
Overall Assessment	The proposed development does not represent the highest and best use of this site and does not comply with the Comprehensive Plan.	



Case 1766-Z/Fish Gallery

December 19, 2017

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on December 19, 2017, voted to recommend approval of an ordinance rezoning the property located at 15003 Inwood Rd, from Commercial-1 (C-1) to Planned Development (PD) to allow all C-1 uses, plus manufacturing and assembly uses, and establish modified development standards, subject to the following condition:

- The applicant shall dedicate the public road as shown on the site plan.
- The applicant shall increase the glazing on the South and East building elevations.

Voting Aye: Griggs, Groce, Meleky, Morgan, Robinson Schaeffer, Wheeler

Voting Nay: none

Absent: none

SPEAKERS AT THE PUBLIC HEARING:

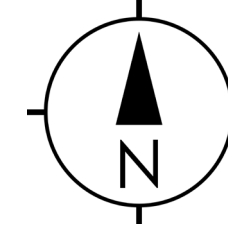
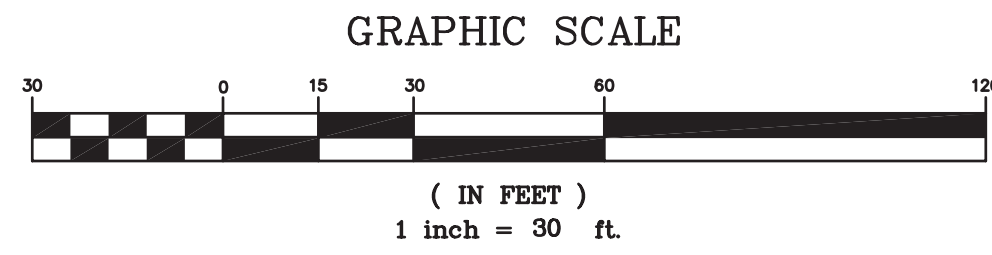
For: Art Kline, 1600 N. Collins Boulevard #1500, Richardson, TX 75080

On: none

Against: none

LEGEND

-  Repl. 3' Hedges
-  Replacement Trees
(Will adhere to Addison Landscape Standards)
-  New Road
-  Green Space
-  Sidewalk
-  Fence
-  Handicap Loading
-  Handicap Parking
-  Fence will adhere to Addison Landscape Standards
-  Firelane



SITE PLAN

SITE PLAN NOTES

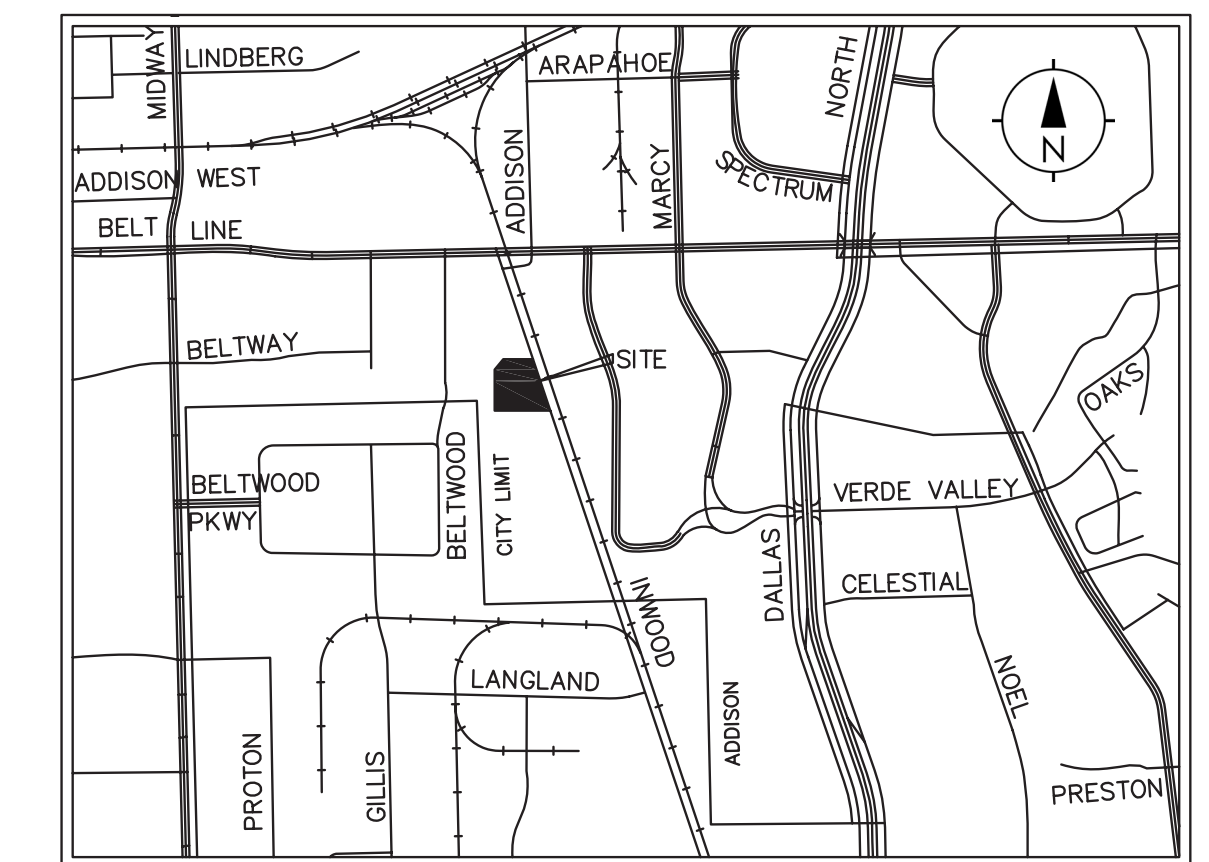
1. Any revision to this plan will require Town approval and will require revisions to any corresponding plans to avoid conflicts between plans.
2. Open storage, where permitted, shall be screened in accordance with the zoning Ordinance.
3. Buildings with an aggregate sum of 5,000 square feet or greater on a lot shall have automatic sprinklers installed throughout all structures.
Alternative fire protection measures may be approved by the Fire Department.
4. All signage is subject to town approval.
5. All fences and retaining walls shall be shown on the site plan and are subject to building Inspection Division approval.
6. No existing trees will be preserved

Current Zoning: Commercial 1
 Proposed Zoning: PD
 Proposed Use: Office/Warehouse/Retail/Assembly
 Total LOT area: 50,221 SQ. FT (1.153 Acres)
 Building area: 18,500 Sq. ft
 Required Greenspace: 20%/10,044 Sq. ft
 Greenspace Provided: 23%/11,380 Sq. ft
 Height: 27 Ft., 1 story
 lot coverage: 37%
 Sq. Ft. of impervious surface: 38,841 Sq. Ft
 Total Parking: 5/per 1,000 Retail
 1 per/Thousand warehouse (Est. 44 needed)
 Current number of parking: 44
 Handicap parking is provided in accordance with ada standards
 Planter Dimensions: 20'x4'x3'

**THE FISH GALLERY -
15003 INWOOD ROAD ADDISON, TX 75001**

LEGAL 1: JOSIAH PANCOAST ABST 1146 PG 536
 LEGAL 4: VOL87001/3230 EX122986 CO-DALLAS
 Lot Number: Lot 1 Block 1
 Acreage: 1.153 Acres
 Survey number: P-3670
 Prep. Dates: 9/8/2017, 10/9/2017, 10/14/2017, 10/21/2017, 10/27/2017, 11/3/2017, 11/8/2017

LOCATION KEY



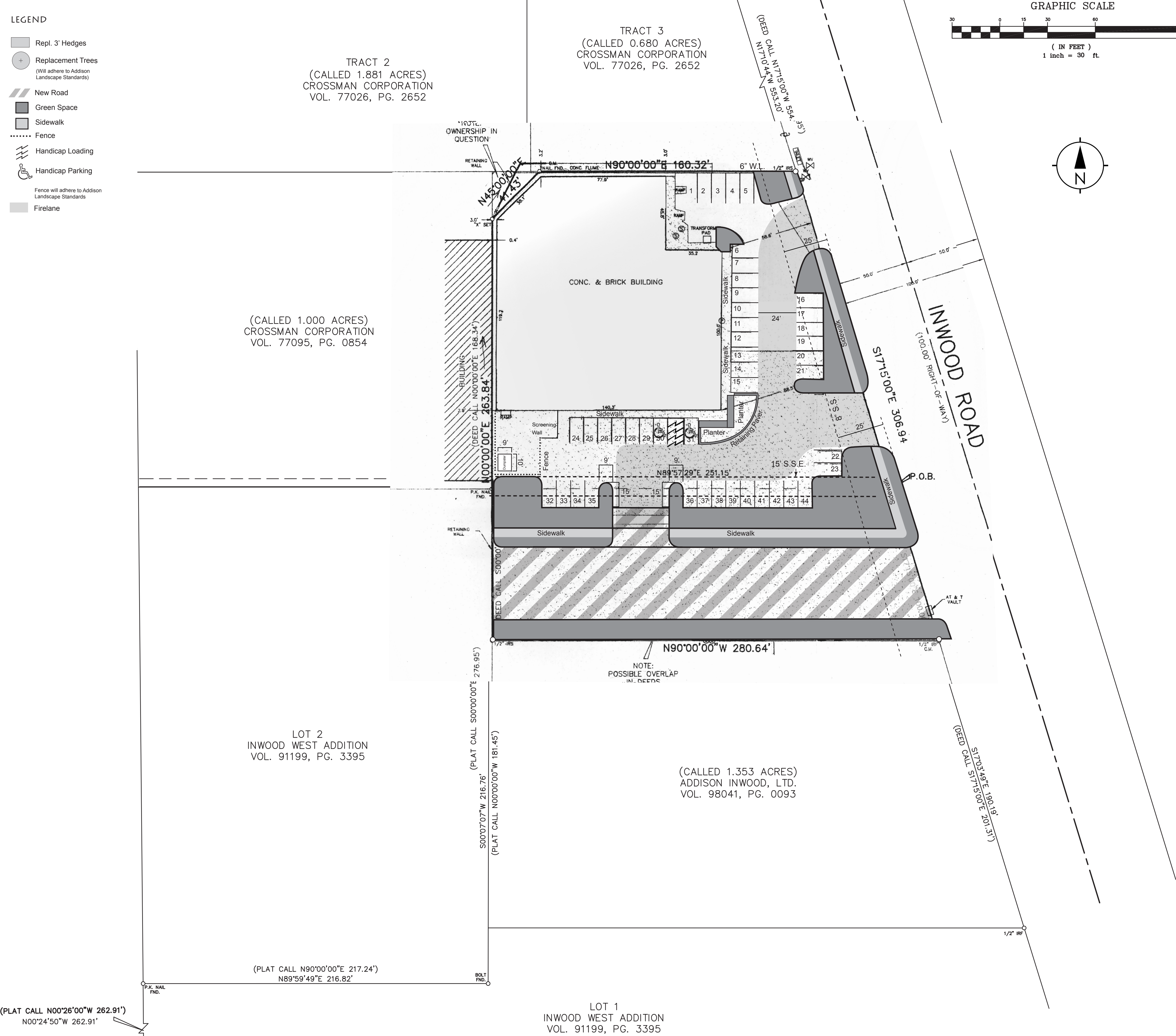
VICINITY MAP
NOT TO SCALE

ACTION	
APPROVED	DENIED
STAFF _____	_____
Date _____	Initials _____
COUNCIL _____	_____
Date _____	Initials _____

See the Staff Approval Letter or Council Result Memo for any conditions associated with the approval of this project.

OWNER:
 JOE C. THOMPSON JR.
 3322 SHORECREST DRIVE #2335
 DALLAS, TX, 75235
 214-707-6463

APPLICANT:
 ROGER DEGREGORI
 2909 FOUNTAIN VIEW DRIVE
 HOUSTON TX, 77057



NOTE:
POSSIBLE OVERLAP
IN DEEDS

(PLAT CALL N00°26'00"W 262.91')
N00°24'50"W 262.91'

(PLAT CALL N90°00'00"E 217.24')
N89°59'49"E 216.82'

LOT 1
INWOOD WEST ADDITION
VOL. 91199, PG. 3395

(CALLED 1.353 ACRES)
ADDISON INWOOD, LTD.
VOL. 98041, PG. 0093

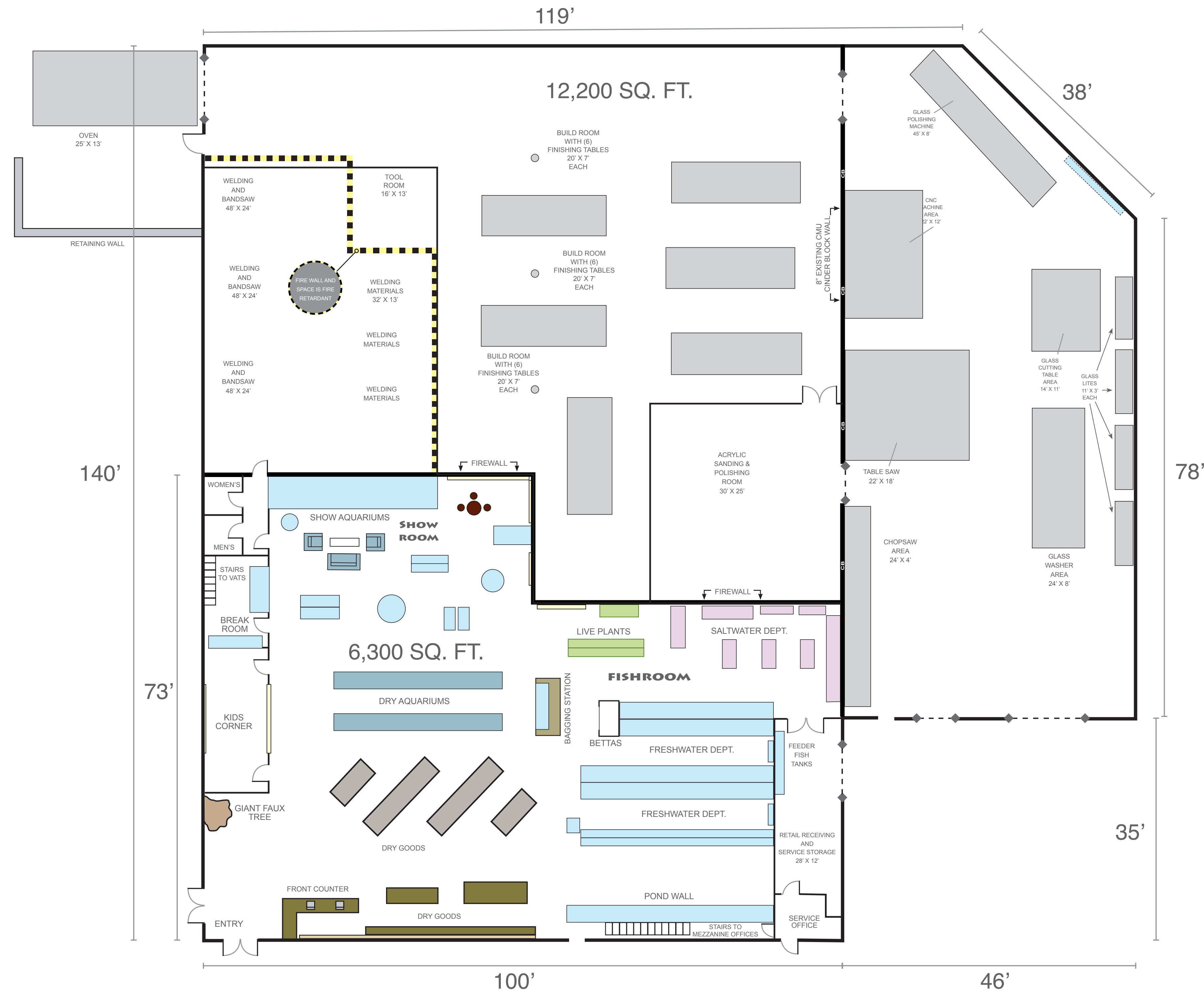
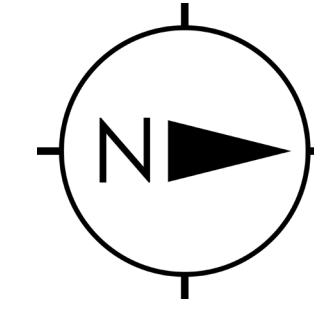
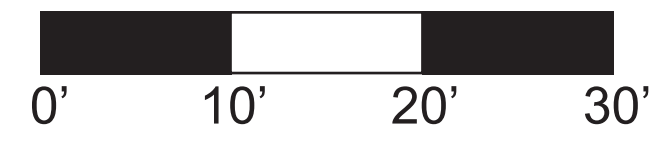
LOT 2
INWOOD WEST ADDITION
VOL. 91199, PG. 3395

(CALLED 1.000 ACRES)
CROSSMAN CORPORATION
VOL. 77095, PG. 0854

TRACT 2
(CALLED 1.881 ACRES)
CROSSMAN CORPORATION
VOL. 77026, PG. 2652

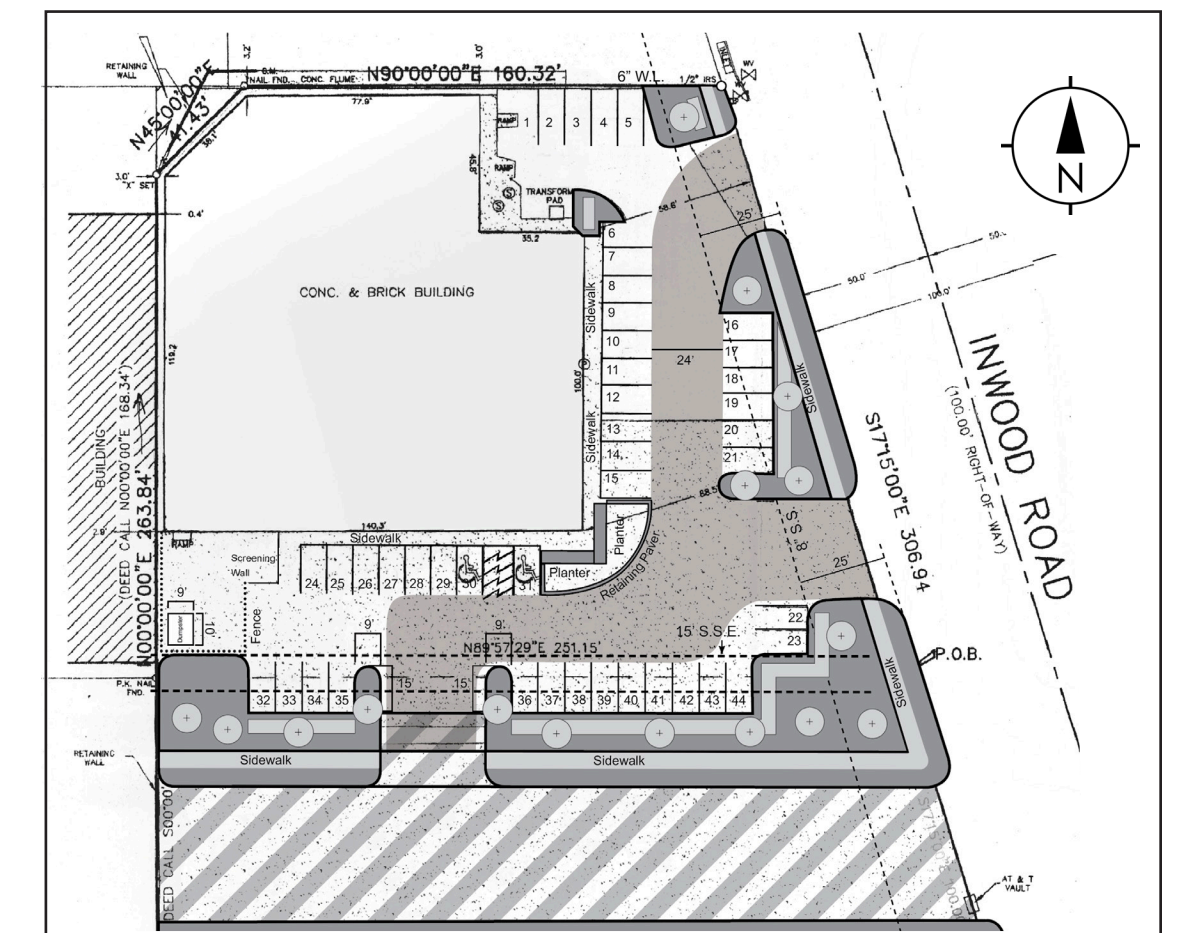
TRACT 3
(CALLED 0.680 ACRES)
CROSSMAN CORPORATION
VOL. 77026, PG. 2652

SCALE 1" = 10' 0"



Total Square Footage 18,500
 Retail 6,300 SQ. FT. (34%)
 Warehouse/Fabrication 12,200 SQ. Ft. (66%)

LOCATION KEY



**THE FISH GALLERY -
 15003 INWOOD ROAD ADDISON, TX 75001**

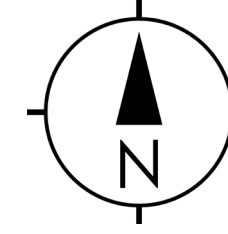
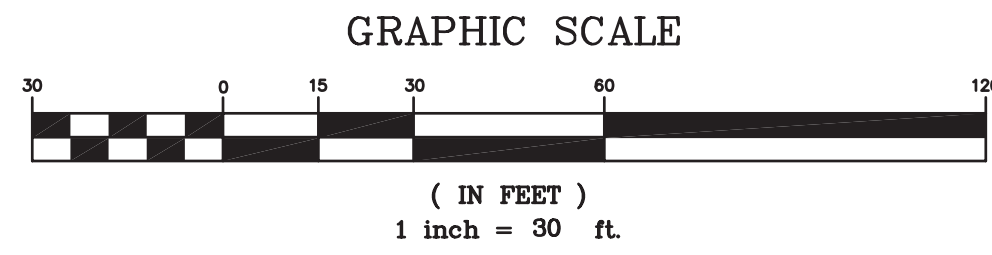
LEGAL 1: JOSIAH PANCOAST ABST 1146 PG 536
 LEGAL 4: VOL87001/3230 EX122986 CO-DALLAS
 LOT NUMBER: LOT 1 BLOCK 1
 ACREAGE: 1.153 ACRES
 SURVEY NUMBER: P-3670
 Prep. Dates: 9/8/2017, 10/9/2017, 10/14/2017, 10/21/2017, 10/27/2017, 11/3/2017, 11/8/2017

OWNER:
 JOE C. THOMPSON JR.
 3322 SHORECREST DRIVE #235
 DALLAS, TX, 75235
 214-707-6463

APPLICANT:
 ROGER DEGREGORI
 2909 FOUNTAIN VIEW DRIVE
 HOUSTON TX, 77057

LEGEND

-  Repl. 3' Hedges
-  Replacement Trees
(Will adhere to Addison Landscape Standards)
-  New Road
-  Green Space
-  Sidewalk
-  Fence
-  Handicap Loading
-  Handicap Parking
-  Fence will adhere to Addison Landscape Standards
-  Firelane



TRACT 2
(CALLED 1.881 ACRES)
CROSSMAN CORPORATION
VOL. 77026, PG. 2652

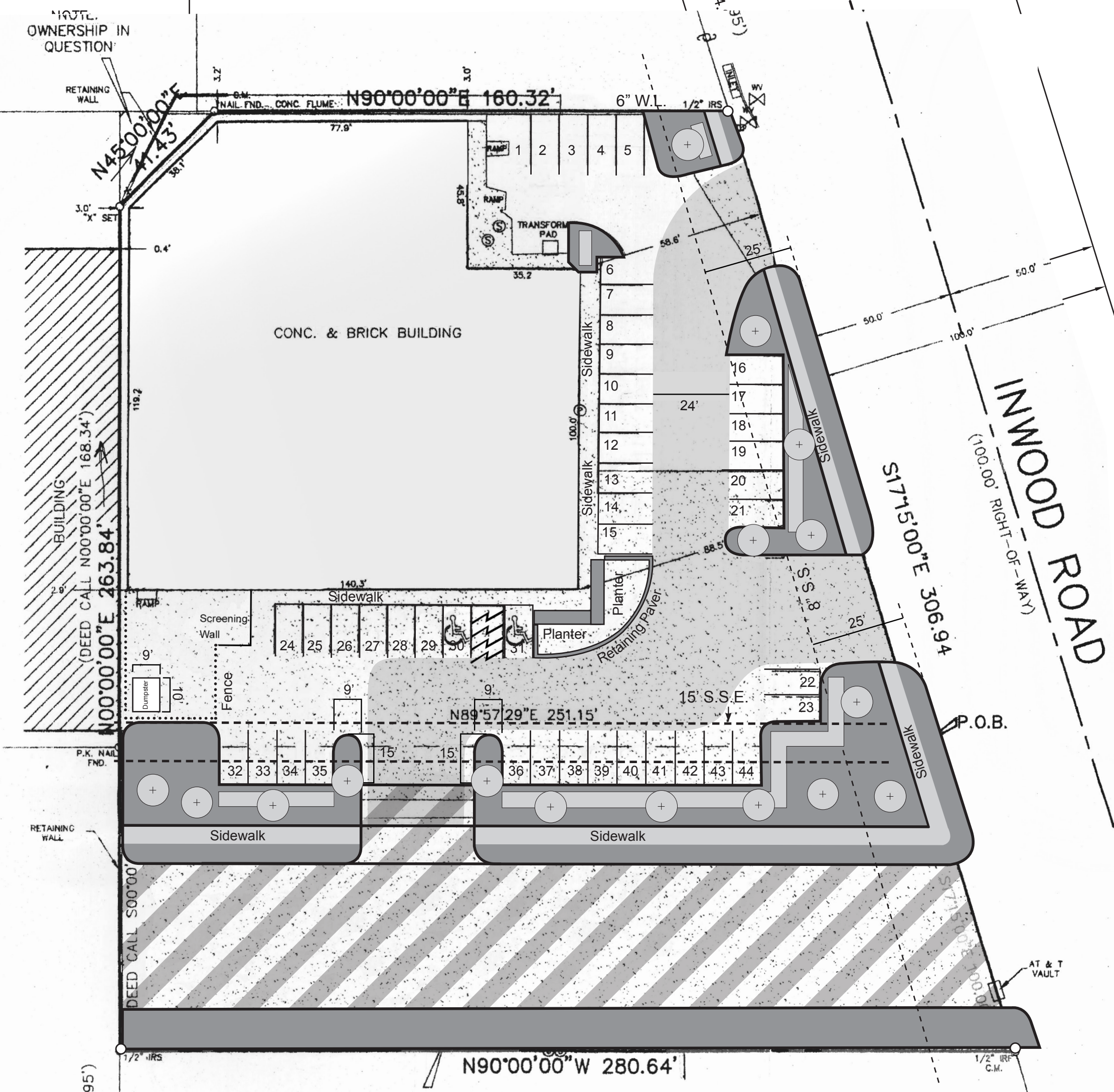
TRACT 3
(CALLED 0.680 ACRES)
CROSSMAN CORPORATION
VOL. 77026, PG. 2652

(CALLED 1.000 ACRES)
CROSSMAN CORPORATION
VOL. 77095, PG. 0854

LOT 2
INWOOD WEST ADDITION
VOL. 91199, PG. 3395

(CALLED 1.353 ACRES)
ADDISON INWOOD, LTD.
VOL. 98041, PG. 0093

LOT 1
INWOOD WEST ADDITION
VOL. 91199, PG. 3395



LANDSCAPE PLAN

SITE PLAN NOTES

1. Any revision to this plan will require Town approval and will require revisions to any corresponding plans to avoid conflicts between plans.
2. Open storage, where permitted, shall be screened in accordance with the zoning Ordinance.
3. Buildings with an aggregate sum of 5,000 square feet or greater on a lot shall have automatic sprinklers installed throughout all structures.
Alternative fire protection measures may be approved by the Fire Department.
4. All signage is subject to town approval.
5. All fences and retaining walls shall be shown on the site plan and are subject to building Inspection Division approval.
6. No existing trees will be preserved

Current Zoning: Commercial 1
Proposed Zoning: PD
Proposed Use: Office/Warehouse/Retail/Assembly
Total LOT area: 50,221 SQ. FT (1.153 Acres)
Building area: 18,500 Sq. ft
Required Greenspace: 20%/10,044 Sq. ft.
Greenspace Provided: 23%/11,380 Sq. ft
Height: 27 Ft., 1 story
lot coverage: 37%
Sq. Ft. of impervious surface: 38,841 Sq. Ft
Total Parking: 5/per 1,000 Retail
1 per/Thousand warehouse (Est. 44 needed)
Current number of parking: 44
Handicap parking is provided in accordance with ada standards
Planter Dimensions: 20'x4'x3'

**THE FISH GALLERY -
15003 INWOOD ROAD ADDISON, TX 75001**

LEGAL 1: JOSIAH PANCOAST ABST 1146 PG 536
LEGAL 4: VOL87001/3230 EX122986 CO-DALLAS
Lot Number: Lot 1 Block 1
Acreage: 1.153 Acres
Survey number: P-3670
Prep. Dates: 9/8/2017, 10/9/2017, 10/14/2017, 10/21/2017, 10/27/2017, 11/3/2017, 11/8/2017

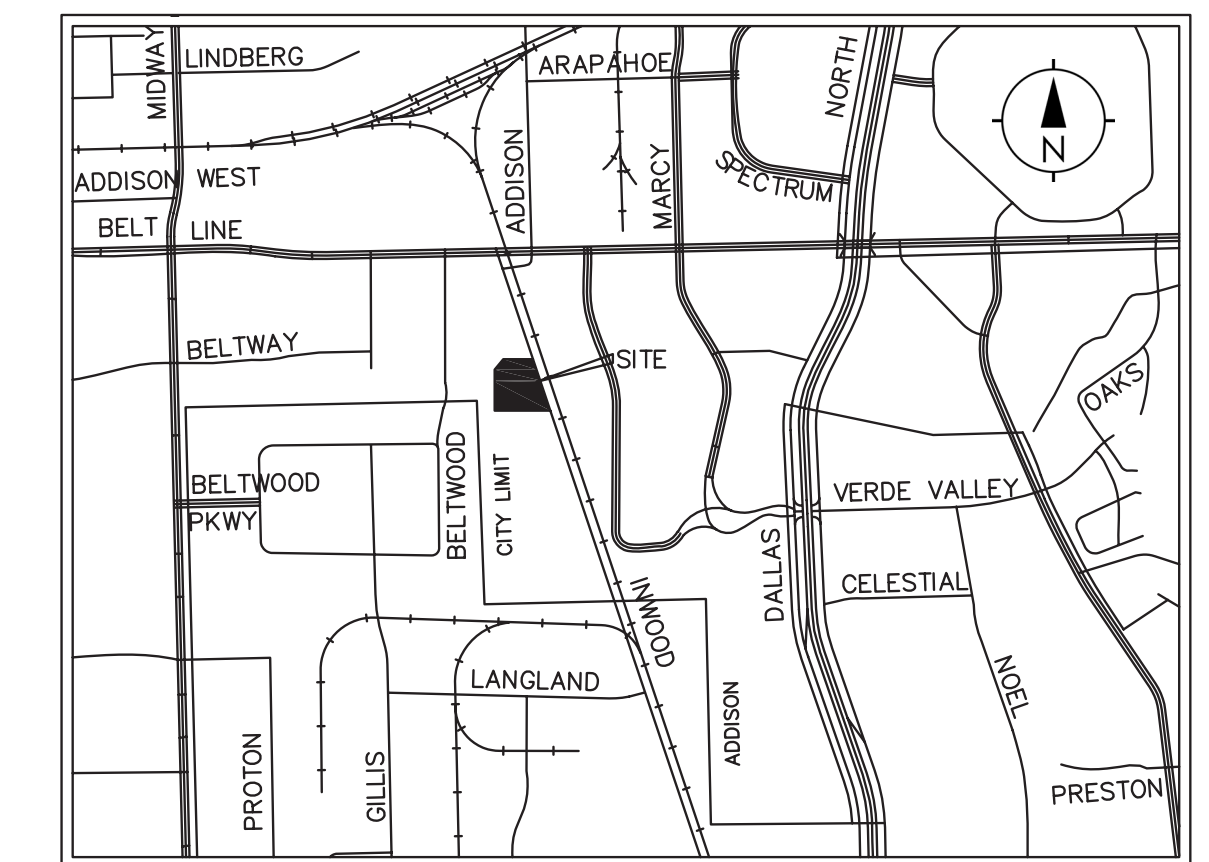
Tree Requirement

- 1 tree per 30 feet of linear frontage.
- Trees needed on east side (8)
- Trees proved on east side (8)
- Trees needed on south side (8.8)
- Trees provided on south side (9)

Shrubbery Requirement

One shrub planted Three to Three and one half feet on center - will comply with Addison Landscape Code.

LOCATION KEY



VICINITY MAP
NOT TO SCALE

ACTION	
APPROVED	DENIED
STAFF _____	_____
Date _____	Initials _____
COUNCIL _____	_____
Date _____	Initials _____

See the Staff Approval Letter or Council Result Memo for any conditions associated with the approval of this project.

OWNER:
JOE C. THOMPSON JR.
3322 SHORECREST DRIVE #2335
DALLAS, TX, 75235
214-707-6463

APPLICANT:
ROGER DEGREGORI
2909 FOUNTAIN VIEW DRIVE
HOUSTON TX, 77057

(PLAT CALL N00°26'00"W 262.91')
N00°24'50"W 262.91'

(PLAT CALL N90°00'00"E 217.24')
N89°59'49"E 216.82'

NOTE:
POSSIBLE OVERLAP
IN DEEDS

DRAINAGE PLAN

SITE PLAN NOTES

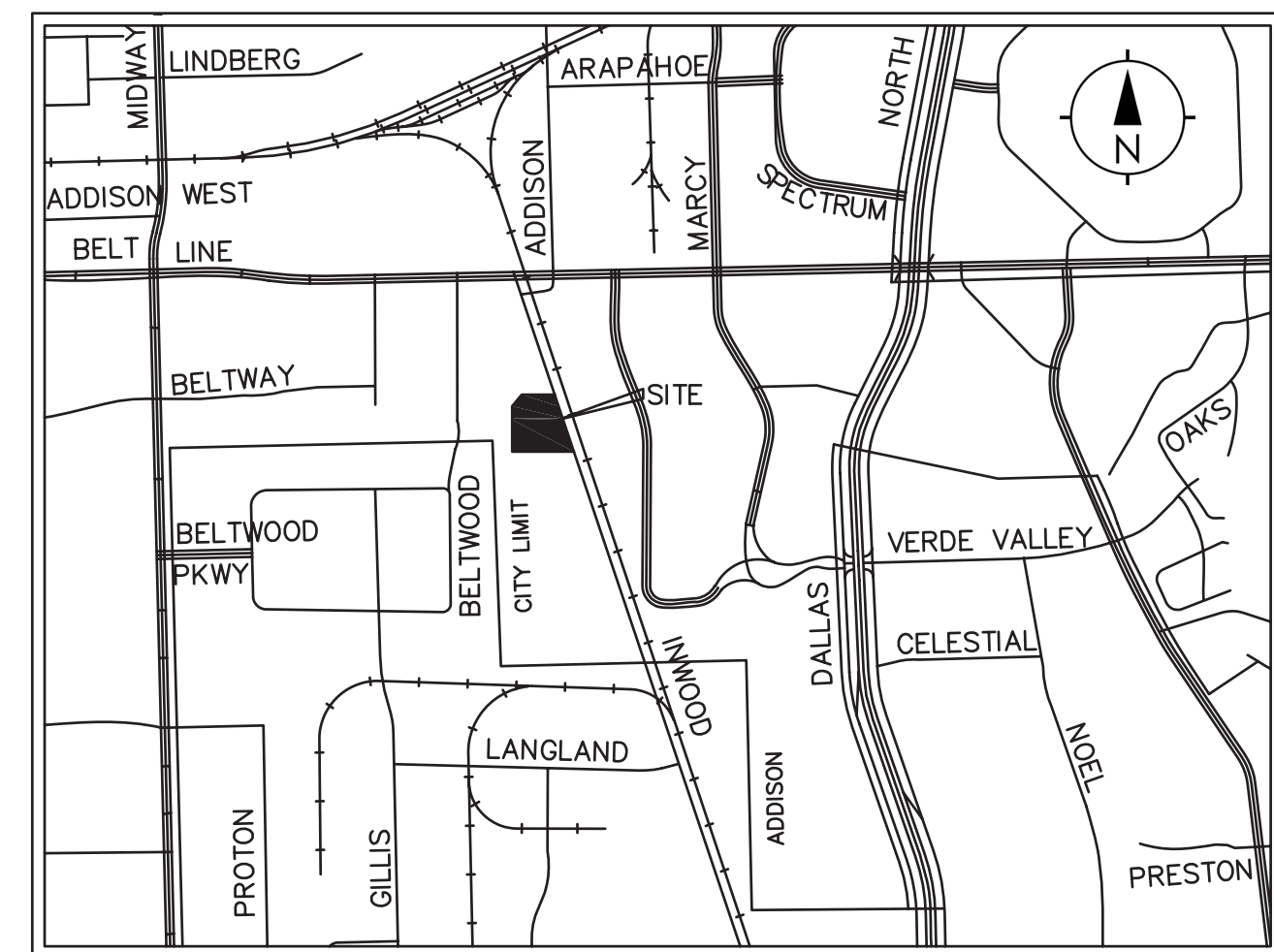
- Any revision to this plan will require Town approval and will require revisions to any corresponding plans to avoid conflicts between plans.
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 Proposed Zoning: PD
 Proposed Use: Office/Warehouse/Retail/Assembly
 Total LOT area: 50,221 SQ. FT (1.153 Acres)
 Building area: 18,500 Sq. ft
 Required Greenspace: 20%/10,044 Sq. ft.
 Greenspace Provided: 23%/11,380 Sq. ft
 Height: 27 Ft., 1 story
 lot coverage: 37%
 Sq. Ft. of impervious surface: 38,841 Sq. Ft
 Total Parking: 5/per 1,000 Retail
 1 per/Thousand warehouse (Est. 44 needed)
 Current number of parking: 44
 Handicap parking is provided in accordance with ada standards
 Planter Dimensions: 20'x4'x3'

**THE FISH GALLERY -
 15003 INWOOD ROAD ADDISON, TX 75001**

LEGAL 1: JOSIAH PANCOAST ABST 1146 PG 536
 LEGAL 4: VOL87001/3230 EX122986 CO-DALLAS
 Lot Number: Lot 1 Block 1
 Acreage: 1.153 Acres
 Survey number: P-3670
 Prep. Dates: 9/8/2017, 10/9/2017, 10/14/2017, 10/21/2017, 10/27/2017, 11/3/2017, 11/8/2017

LOCATION KEY



VICINITY MAP
 NOT TO SCALE

ACTION	
APPROVED	DENIED
STAFF _____	Date _____ Initials _____
COUNCIL _____	Date _____ Initials _____

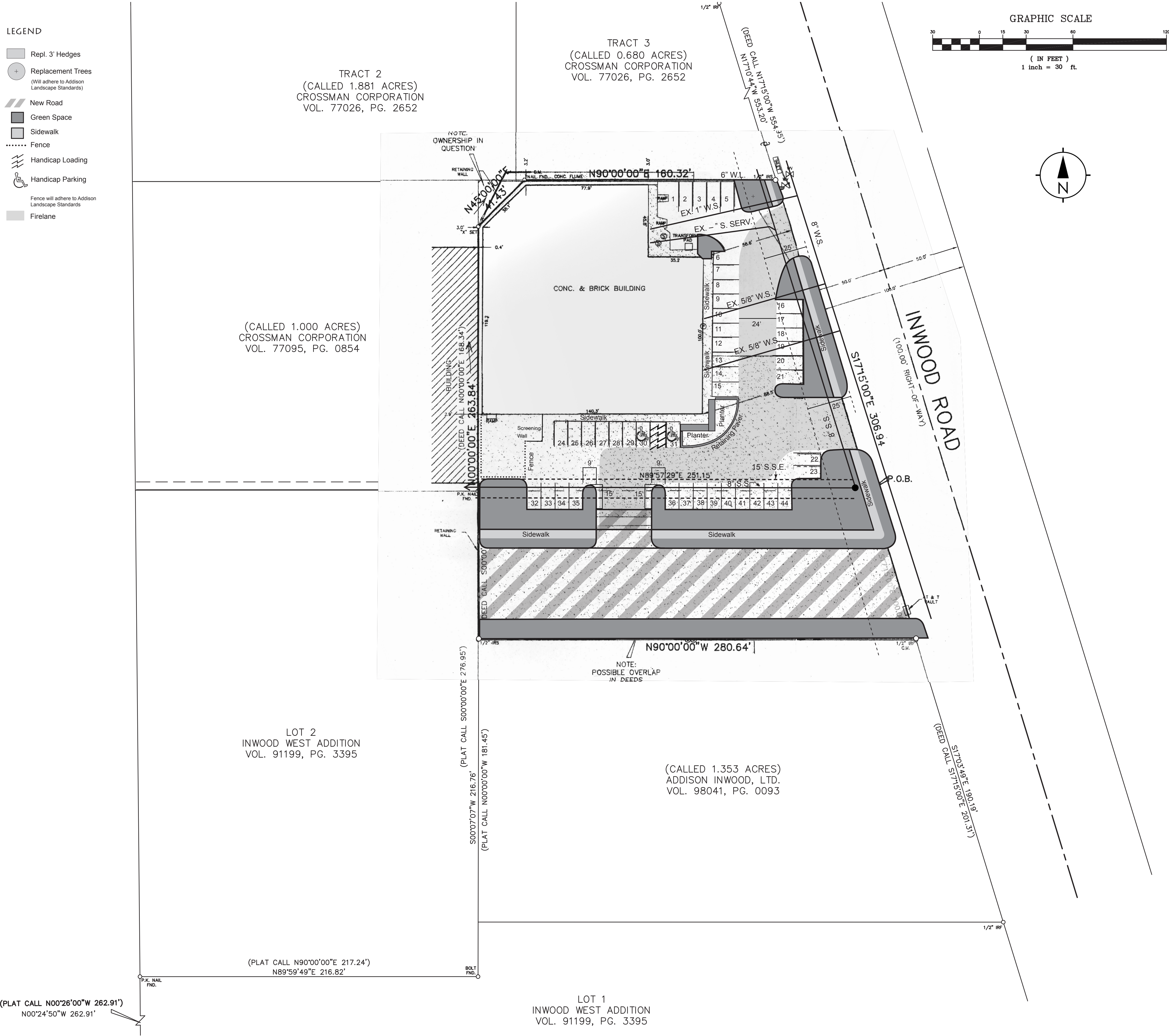
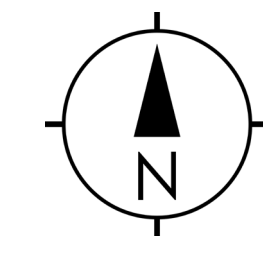
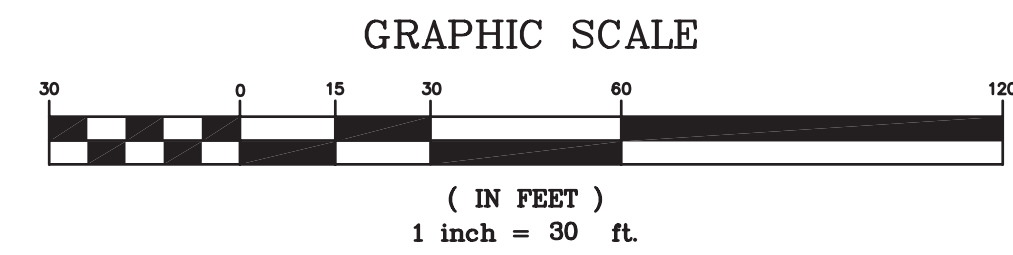
See the Staff Approval Letter or Council Resolution Memo for any conditions associated with the approval of the project.

OWNER:
 JOE C. THOMPSON JR.
 3322 SHORECREST DRIVE #235
 DALLAS, TX, 75235
 214-707-6463

APPLICANT:
 ROGER DEGREGORI
 2909 FOUNTAIN VIEW DRIVE
 HOUSTON TX, 77057

LEGEND

- Repl. 3' Hedges
- Replacement Trees
(Will adhere to Addison Landscape Standards)
- New Road
- Green Space
- Sidewalk
- Fence
- Handicap Loading
- Handicap Parking
- Fence will adhere to Addison Landscape Standards
- Firelane



(PLAT CALL N00°26'00"W 262.91')
 N00°24'50"W 262.91'

(PLAT CALL N90°00'00"E 217.24')
 N89°59'49"E 216.82'

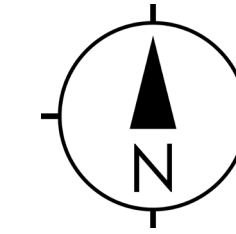
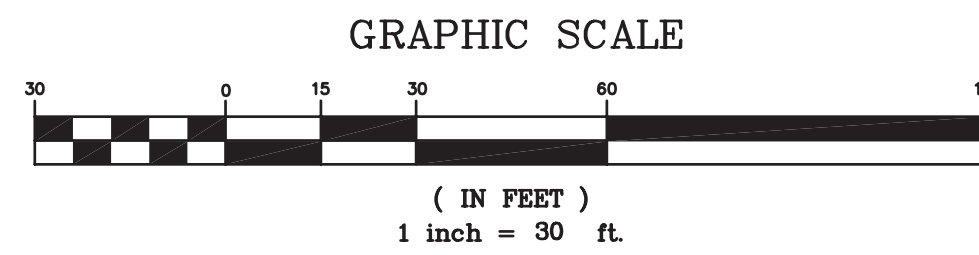
(PLAT CALL S00°00'00"E 276.95')
 (PLAT CALL N00°00'00"W 181.45')

(DEED CALL S17°15'00"E 201.31')

PRELIMINARY LANDSCAPE PLAN

LEGEND

- Repl. 3' Hedges
- Replacement Trees (Will adhere to Addison Landscape Standards)
- Green Space
- Sidewalk
- Fence
- Handicap Loading
- Handicap Parking
- Fence will adhere to Addison Landscape Standards
- Firelane



SITE PLAN NOTES

- Any revision to this plan will require Town approval and will require revisions to any corresponding plans to avoid conflicts between plans.
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Current Zoning: Commercial 1
 Proposed Zoning: PD
 Proposed Use: Office/Warehouse/Retail/Assembly
 Total LOT area: 65,538 SQ. FT (1.153 Acres)
 Building area: 18,500 Sq. ft
 Required Greenspace: 20%/13,107 Sq. ft.
 Greenspace Provided: 21%/14,070 Sq. ft
 Height: 27 Ft., 1 story
 Lot coverage: 28%
 Sq. Ft. of impervious surface: 51,513 Sq. Ft
 Total Parking: 5/per 1,000 Retail
 1 per/Thousand warehouse (Est. 44 needed)
 Current number of parking: 60
 Handicap parking is provided in accordance with ada standards
 Planter Dimensions: 20'x4'x3'

**THE FISH GALLERY -
 15003 INWOOD ROAD ADDISON, TX 75001**

LEGAL 1: JOSIAH PANCOAST ABST 1146 PG 536
 LEGAL 4: VOL87001/3230 EX122986 CO-DALLAS
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 Survey number: P-3670
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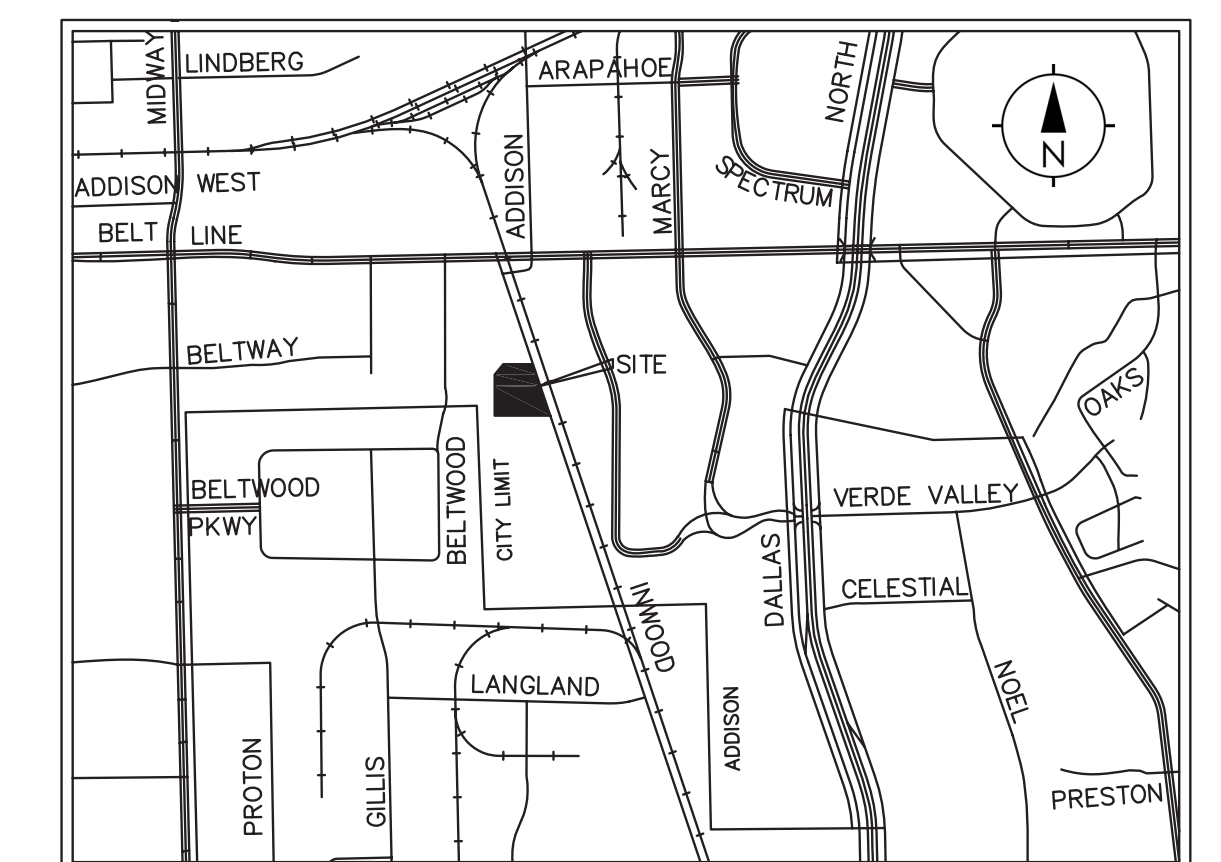
Tree Requirement

- 1 tree per 30 feet of linear frontage.
- Trees needed 10.2
- Trees provided 19
- Trees needed on south side (8.8)
- Trees provided on south side (9)

Shrubbery Requirement

One shrub planted Three to Three and one half feet on center - will comply with Addison Landscape Code.

LOCATION KEY



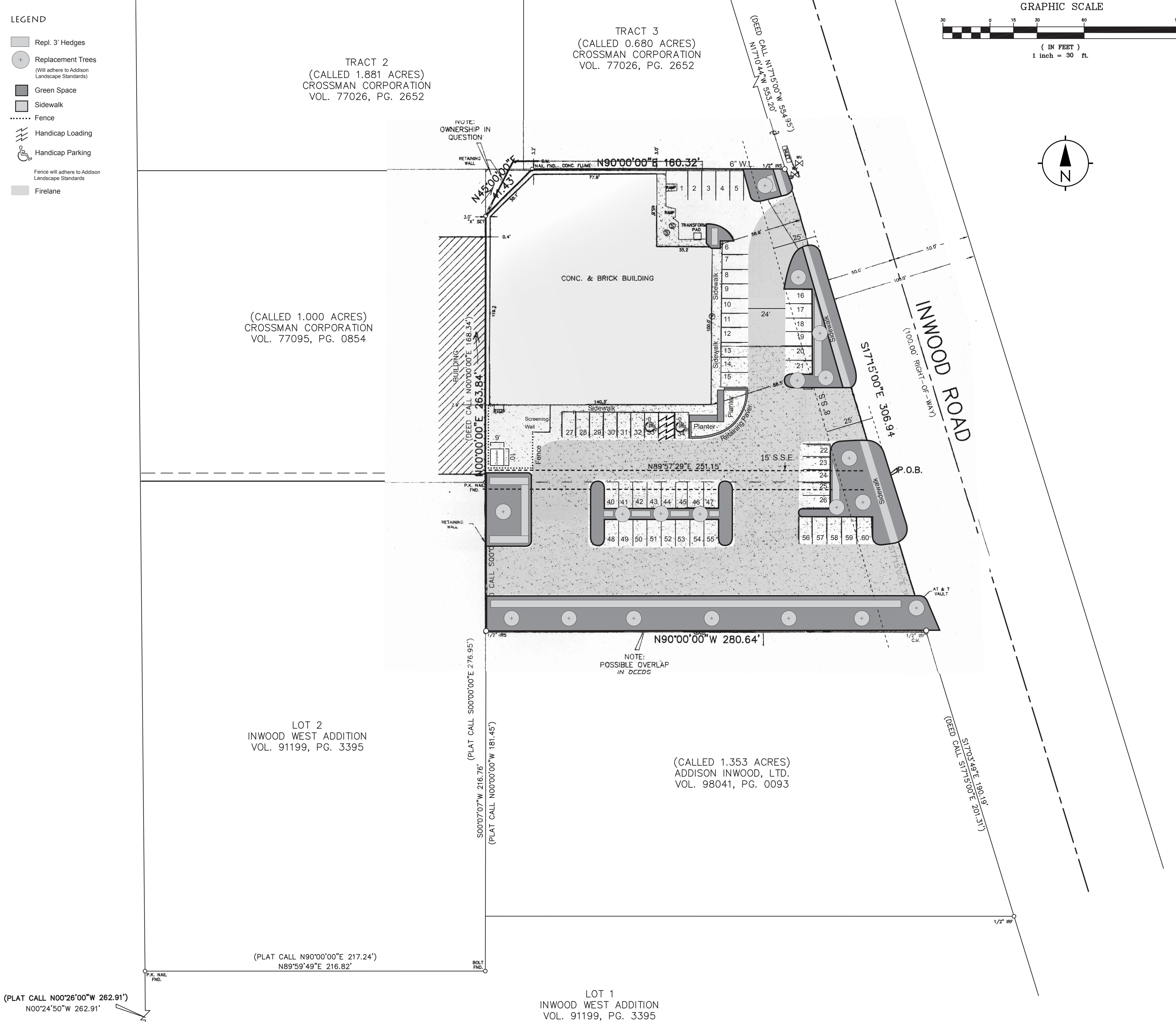
VICINITY MAP NOT TO SCALE

ACTION	
APPROVED	DENIED
STAFF _____	_____
Date _____	Initials _____
COUNCIL _____	_____
Date _____	Initials _____

See the Staff Approval Letter or Council Result Memo for any conditions associated with the approval of this project.

OWNER:
 JOE C. THOMPSON JR.
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APPLICANT:
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(PLAT CALL N00°26'00"W 262.91')
 N00°24'50"W 262.91'

TRACT 2
 (CALLED 1.881 ACRES)
 CROSSMAN CORPORATION
 VOL. 77026, PG. 2652

TRACT 3
 (CALLED 0.680 ACRES)
 CROSSMAN CORPORATION
 VOL. 77026, PG. 2652

(CALLED 1.000 ACRES)
 CROSSMAN CORPORATION
 VOL. 77095, PG. 0854

LOT 2
 INWOOD WEST ADDITION
 VOL. 91199, PG. 3395

(CALLED 1.353 ACRES)
 ADDISON INWOOD, LTD.
 VOL. 98041, PG. 0093

LOT 1
 INWOOD WEST ADDITION
 VOL. 91199, PG. 3395



15003 INWOOD ROAD ELEVATION

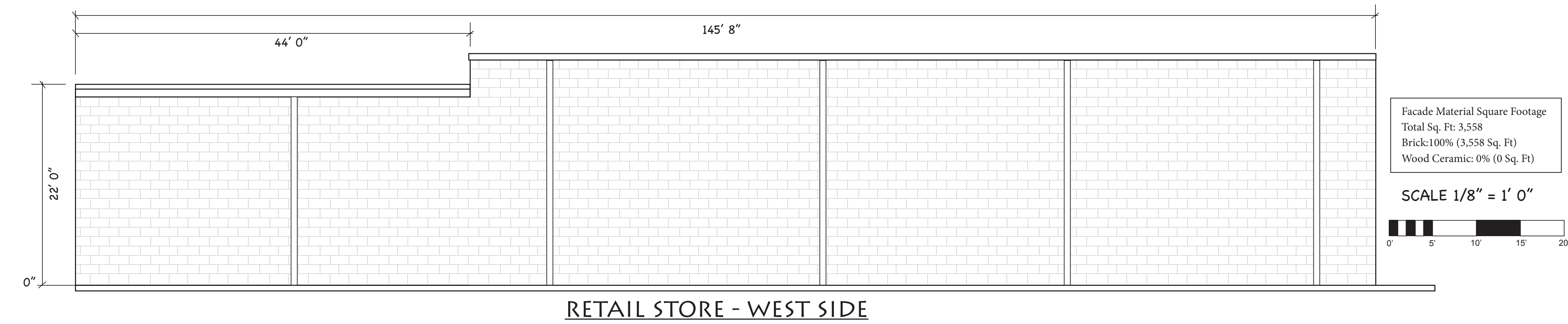
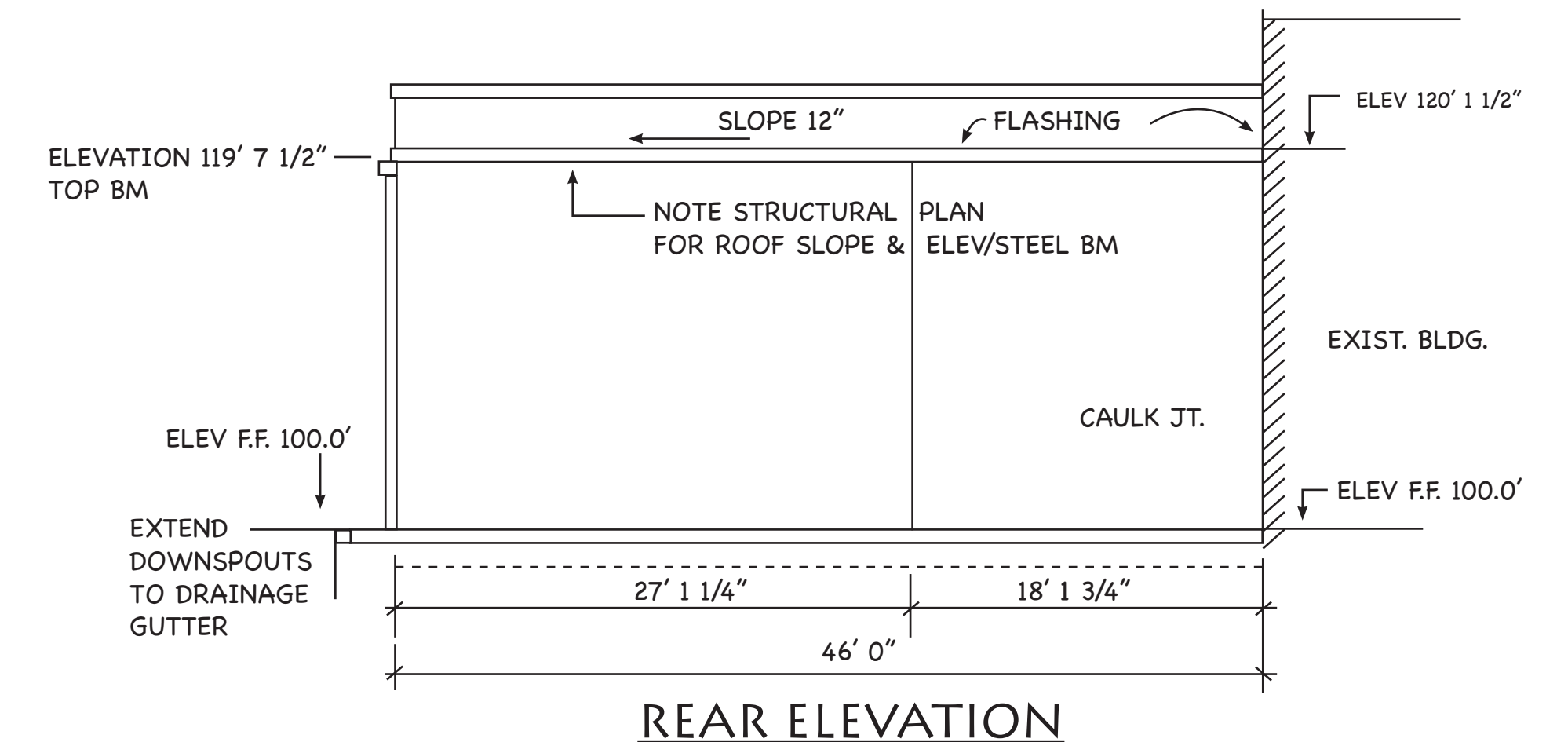
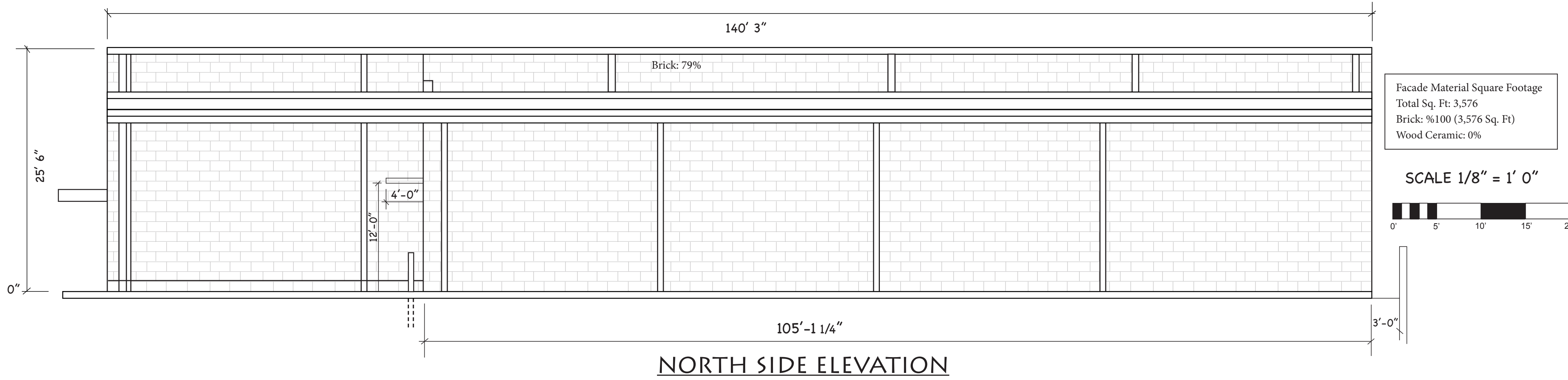
BRICK (95% COVERAGE)
CREAM COLOR.

VINTAGE WOOD CERAMIC (5% COVERAGE)
DARK BROWN.

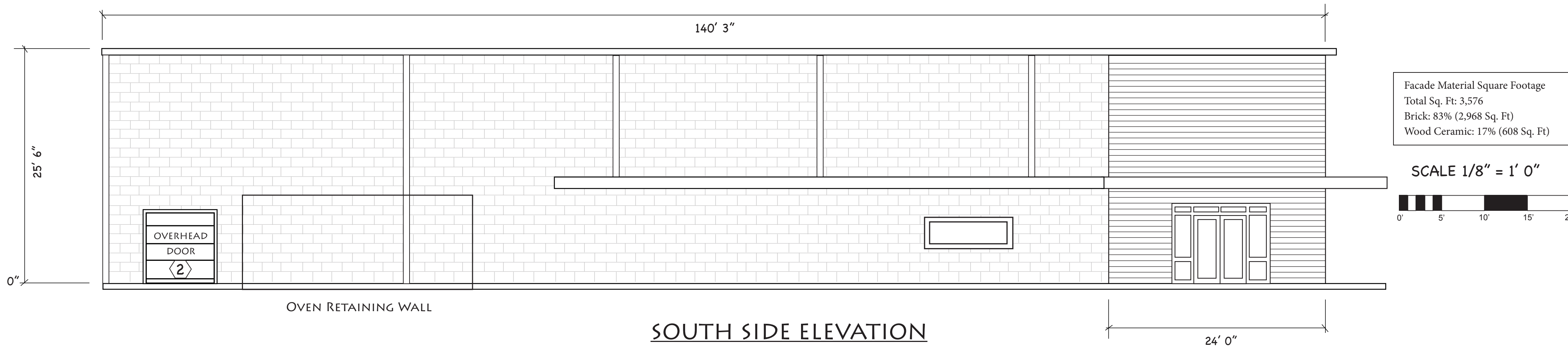
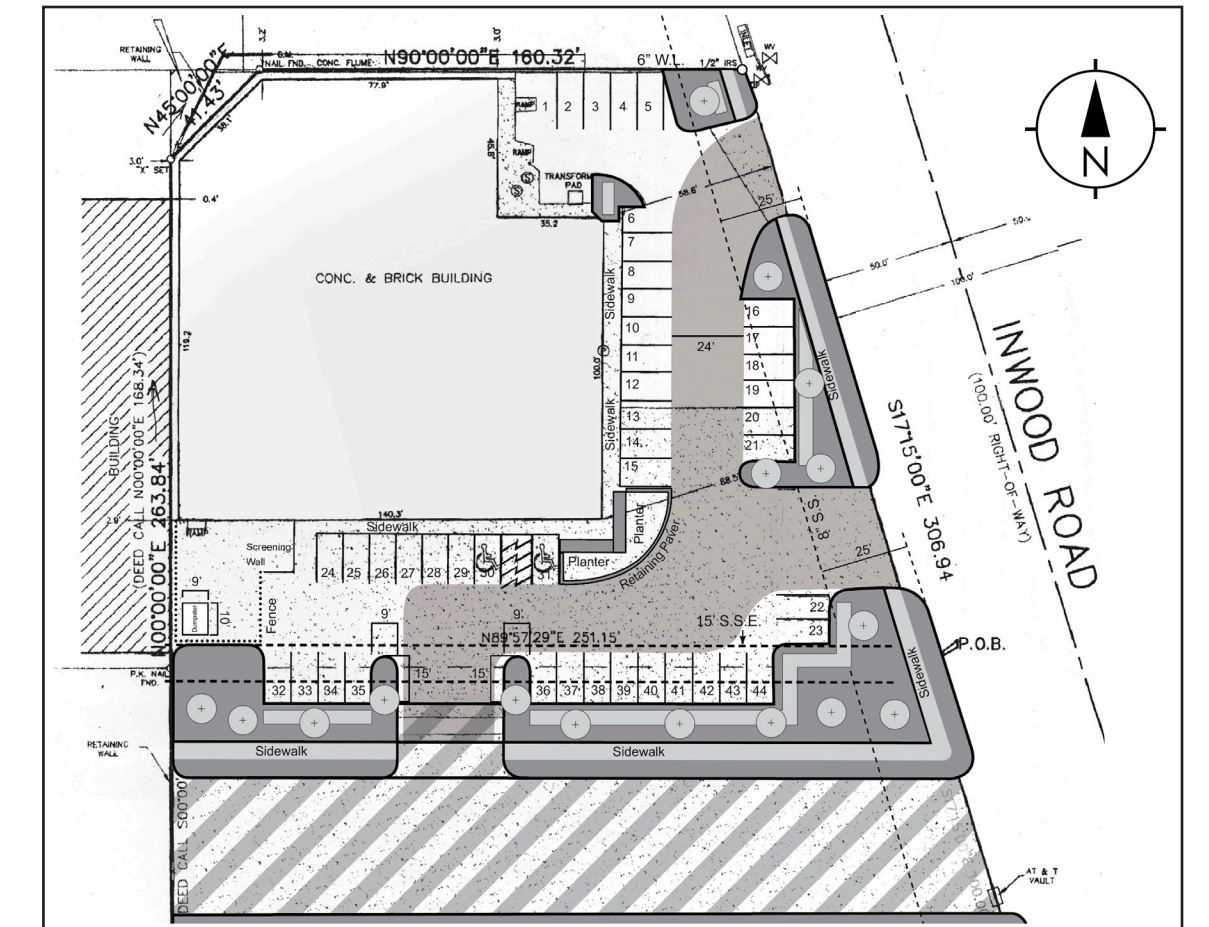
EXTERIOR CERAMIC PANELS OFFER A SIMPLE CLIP
INSTALLATION SYSTEM AND AN INTEGRATED RAINSCREEN.

FACADE PLAN NOTES

- This Facade Plan is for conceptual purposes only. All building plans require review and approval by Development Services.
- All mechanical units shall be screened from public view as required by the Zoning Ordinance.
- When permitted, exposed utility boxes and conduits shall be painted to match the building.
- All signage areas and locations are subject to approval by Development Services.
- Roof access shall be provided internally, unless otherwise permitted by the Chief Building Official.



LOCATION KEY



THE FISH GALLERY - 15003 INWOOD ROAD ADDISON, TX 75001

LEGAL 1: JOSIAH PANCOAST ABST 1146 PG 536
LEGAL 4: VOL87001/3230 EX122986 CO-DALLAS
LOT NUMBER: LOT 1 BLOCK 1
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3322 SHORECREST DRIVE #235
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214-707-6463

APPLICANT:
ROGER DEGREGORI
2909 FOUNTAIN VIEW DRIVE
HOUSTON TX, 77057

Work Session and Regular Meeting

Meeting Date: 01/09/2018

Department: Infrastructure- Development Services

AGENDA CAPTION:

Hold a Public Hearing, Discuss, and Consider Action on an **Ordinance to Approve Changing the Zoning on Property Located at 5100 Belt Line Road Suite 401, Which Property is Currently Zoned PD, Planned Development, Through Ordinance 012-001, by Approving a Special Use Permit for a Restaurant and a Special Use Permit for the Sale of Alcoholic Beverages for On-Premises Consumption Only. Case 1768-SUP/BoomerJack’s**

BACKGROUND:

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on December 19, 2017, voted to recommend approval of an ordinance rezoning the property located at 5100 Belt Line Road Suite 401, by approving a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, subject to the following conditions:

- The applicant shall provide a path of travel through the patio and utilize design elements to differentiate the path from the remainder of the patio. These design elements shall be subject to approval by the Zoning Administrator.
- The applicant shall not use any terms or graphic depictions that relate to alcoholic beverages in any exterior signage.

Voting Aye: Griggs, Groce, Meleky, Morgan, Robinson, Schaeffer, Wheeler

Voting Nay: none

Absent: none

SPEAKERS AT THE PUBLIC HEARING: none

Please refer to the attached staff report for additional information on this case.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance - 1768-SUP

Staff Report - 1768-SUP

Plans - 1768-SUP

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE TO GRANT A SPECIAL USE PERMIT FOR A RESTAURANT AND FOR THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION FOR PROPERTY LOCATED AT 5100 BELT LINE ROAD, SUITE 401; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; SAVINGS, NO SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the property located at 5100 Belt Line Road, Suite 401, is zoned PD, Planned Development, through Ordinance Number O12-001; and

WHEREAS, at its regular meeting held on December 19, 2017, the Planning & Zoning Commission considered and made recommendations on a request for a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption (Case No.1768-SUP); and

WHEREAS, this change of zoning is in accordance with the adopted Comprehensive Plan of the Town of Addison, as amended; and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning and Zoning Commission, the information received at a public hearing, and other relevant information and materials, the City Council of the Town of Addison, Texas finds that this amendment promotes the general welfare and safety of this community.

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

Section 1. That the recitals and findings set forth above are hereby found to be true and correct and incorporated as if fully set forth herein.

Section 2. That a Special Use Permit authorizing a restaurant and authorizing the sale of alcoholic beverages for on-premises consumption only, on the property located at 5100 Belt Line Road, Suite 401, is hereby granted subject to the following conditions:

- (a) Prior to the issuance of a Certificate of Occupancy, said Property shall be improved in accordance with the site plan, floor plan, and building elevations, which are attached hereto as **Exhibit A** and made a part hereof for all purposes.

- (b) The Special Use Permit granted herein for a restaurant with the sale of alcoholic beverages for on-premises consumption only shall be limited to that particular area designated on the final site plan as encompassing a total area not to exceed 10,105 square feet.
- (c) No signs advertising sale of alcoholic beverages shall be permitted other than those authorized under the Liquor Control Act of the State of Texas, and any sign ordinance of the Town of Addison, Texas.
- (d) The sale of alcoholic beverages under this Special Use Permit shall be permitted in restaurants. Restaurants are hereby defined as establishments which receive at least sixty percent (60%) of their gross revenues from the sale of food.
- (e) Said establishment shall make available to the city or its agents, during reasonable hours its bookkeeping records for inspection, if required, by the city to insure that the conditions of subparagraph (d) above are being met.
- (f) Any use of property considered as a nonconforming use under the Comprehensive Zoning Ordinance of the Town of Addison shall not be permitted to receive a license or permit for the sale of alcoholic beverages.
- (g) If the property for which this Special Use Permit is granted is not used for the purposes for which said permits were granted within one (1) year after the adoption of this ordinance, the City Council may authorize hearings to be held for the purpose of considering a change of zoning and repeal of the Special Use Permits granted herein.
- (h) If a license or permit to sell alcoholic beverages on property covered by this Special Use Permit is revoked, terminated or cancelled by proper authorities, the City Council may authorize hearings to be held for the purpose of considering a change of zoning repeal of the Special Use Permits granted herein.
- (i) The establishment shall not use the term "bar", "tavern", or any other terms or graphic depictions that relate to the sale of alcoholic beverages on any signs visible from the exterior of the premises.
- (j) The establishment shall provide a path of travel through the patio and utilize design elements to differentiate the path from the remainder of the patio. These design elements shall be subject to approval by the Zoning Administrator.

Section 3. That any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the city, as heretofore amended, and upon conviction shall be punished by a fine set in accordance with Chapter 1, General Provisions, Section 1.10, General penalty for violations of Code; continuing violations, of the Code of Ordinances for the Town of Addison.

Section 4. That it is the intention of the City Council that this ordinance be considered in its entirety, as one ordinance, and should any portion of this ordinance be held to be void or unconstitutional, then said ordinance shall be void in its entirety, and the City Council would not have adopted said ordinance if any part or portion of said ordinance should be held to be unconstitutional or void.

Section 5. That all ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 6. That this Ordinance shall become effective from and after its passage and approval and after publication as may be required by law or by the City Charter or ordinance.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, on this the 9th day of January 2018.

Joe Chow, Mayor

ATTEST:

Christie Wilson, Interim City Secretary

CASE NO: 1768-SUP/BoomerJack's

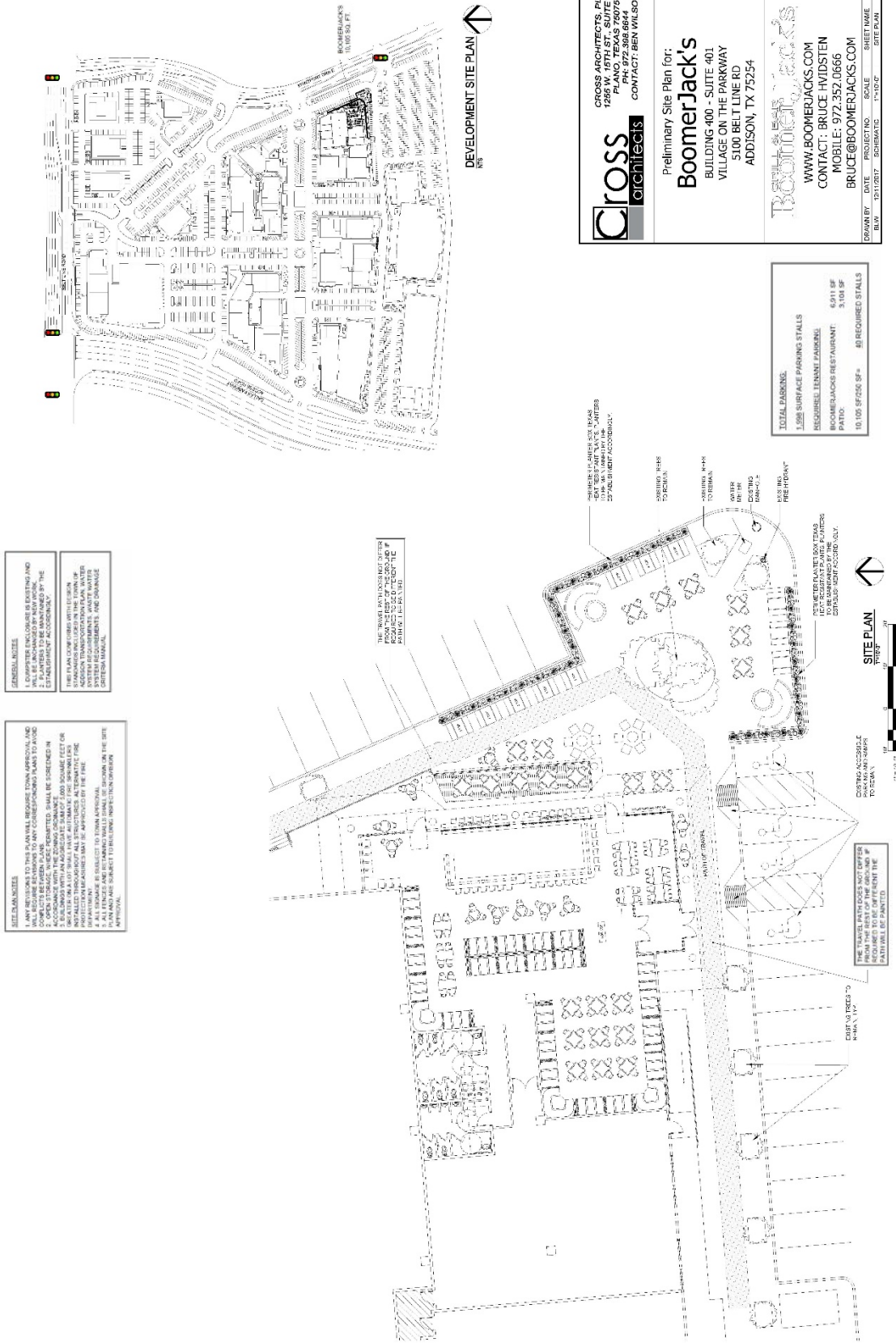
APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

PUBLISHED ON: _____

Ordinance No. _____

EXHIBIT A



Cross architects

Preliminary Site Plan for:

BoomerJack's

BUILDING 400 - SUITE 401
 VILLAGE ON THE PARKWAY
 5100 BELT LINE RD
 ADDISON, TX 75254

CONTACT: BEN WILSON
 WWW.BOOMERJACKS.COM
 CONTACT: BRUCE HVIDSTEN
 MOBILE: 972.552.0666
 BRUCE@BOOMERJACKS.COM

DRAWN BY: [NAME] DATE: [DATE] PROJECT NO.: [NO.] SCALE: [SCALE] SHEET NAME: [NAME] SITE PLAN

EXHIBIT A

SQUARE FOOTAGE	
EXISTING	10,200 SF
ADDITIONAL	12,000 SF
REMOVAL	1,000 SF
TOTAL	21,200 SF

SEATING	
EXISTING	50 SEATS
ADDITIONAL	100 SEATS
TOTAL	150 SEATS

Cross architects

CROSS ARCHITECTS, PLLC
1285 W. 15TH ST., SUITE 205
PLANO, TEXAS 75075
CONTACT: BEN WILSON

Preliminary Floor Plan for:
BoomerJack's
BUILDING 400 - SUITE 401
VILLAGE ON THE PARKWAY
5100 BELT LINE RD
ADDISON, TX 75254

BoomerJack's
WWW.BOOMERJACKS.COM
CONTACT: BRUCE HUDSTEN
MOBILE: 972.552.0666
BRUCE@BOOMERJACKS.COM

DESIGN NO.	804	DATE	8/1/2017
REV.	13/1/2017	REVISION	03/1/17
			FLOOR PLAN

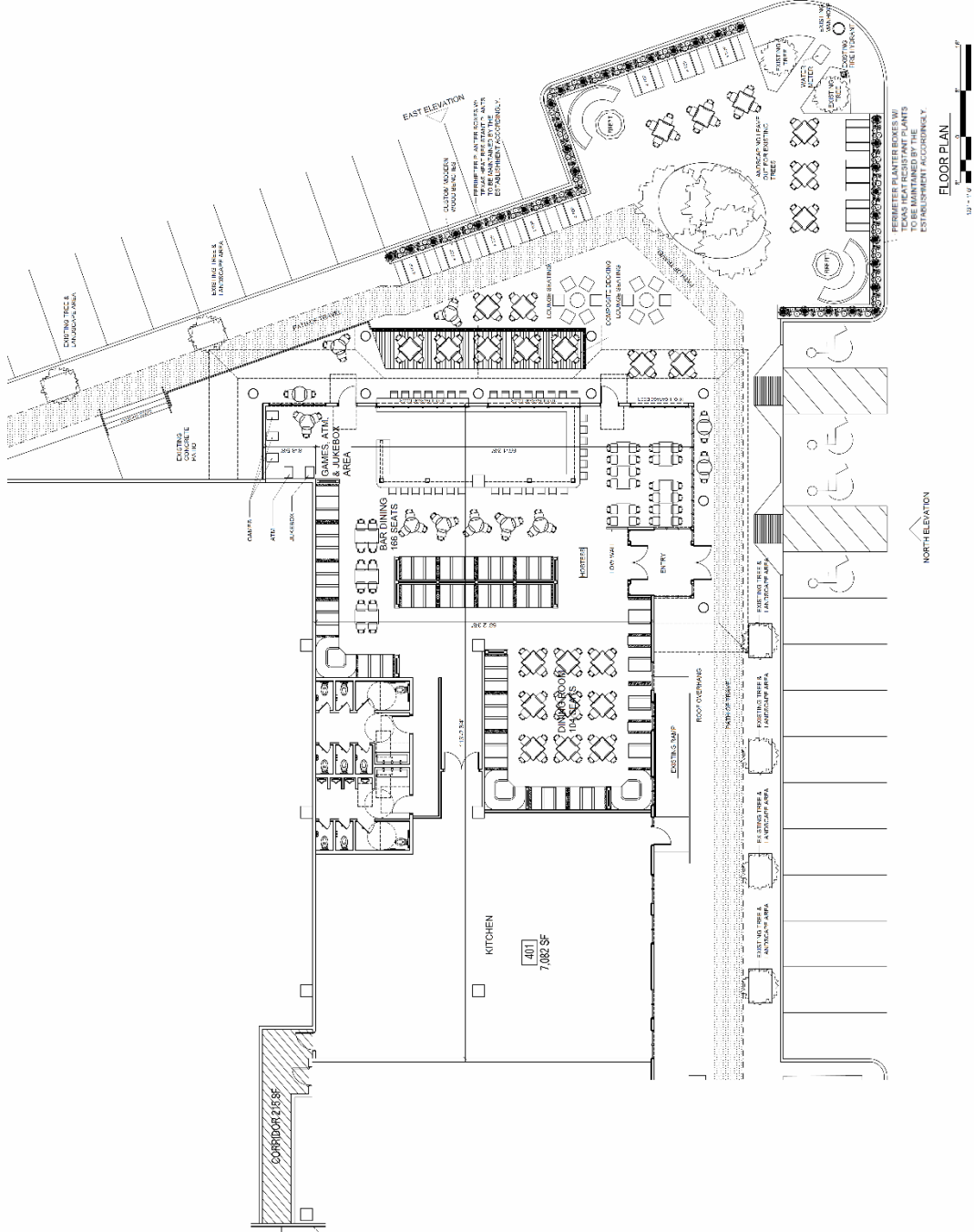
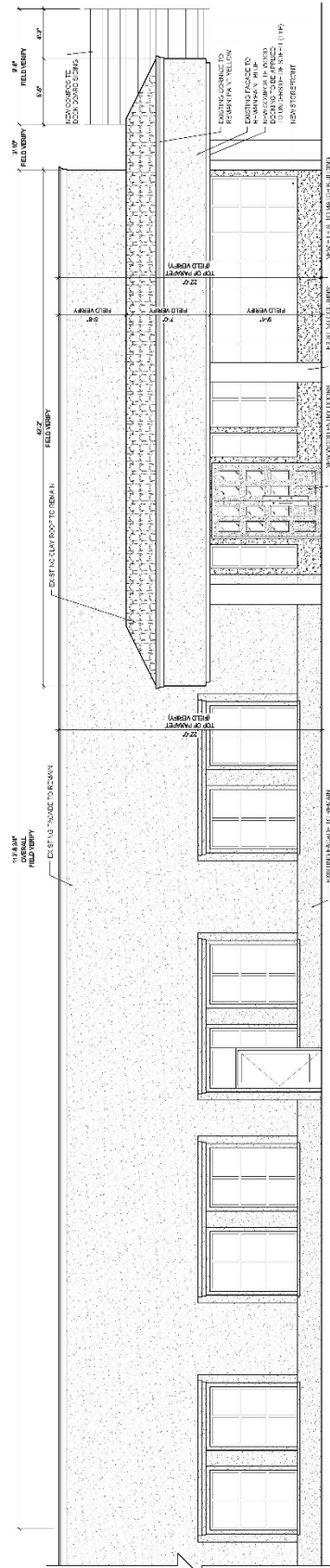
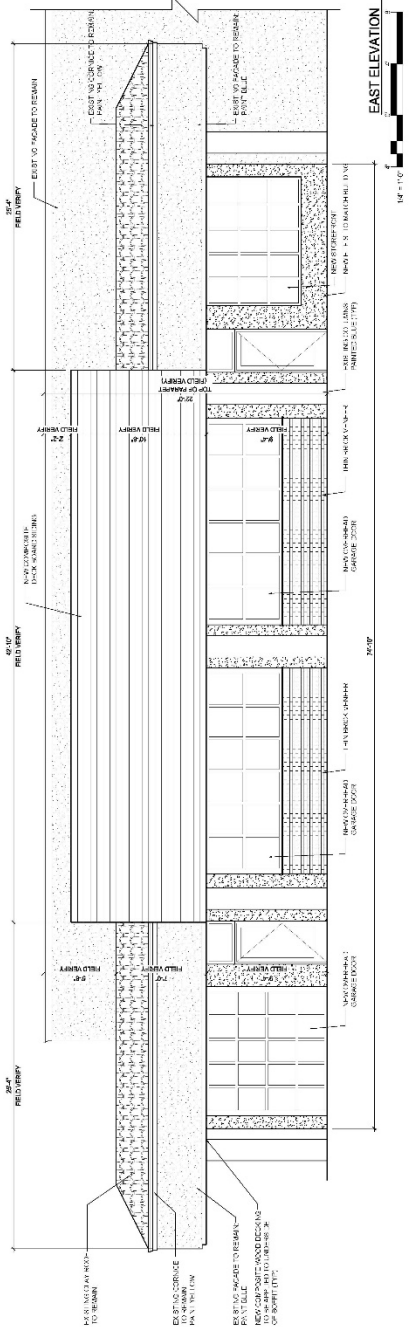


EXHIBIT A



NORTH ELEVATION
1/4" = 1'-0"



EAST ELEVATION
1/4" = 1'-0"

NOTES:
1. THIS PACKAGE PLANS FOR CONCEPTUAL PURPOSES ONLY. FOR FINAL APPROVAL BY THE CITY OF AUSTIN, TEXAS, APPROVAL BY DEVELOPMENT SERVICES DEPARTMENT IS REQUIRED. ALL PUBLIC UTILITIES SHALL BE LOCATED BY THE ZONING DEPARTMENT. ALL UTILITIES SHALL BE MAINTAINED TO MATCH THE EXISTING CONDITIONS.
2. ALL CHANGE AREAS AND LOCATIONS ARE SUBJECT TO THE CITY OF AUSTIN'S FINAL REVIEW AND APPROVAL.
3. THIS PACKAGE SHALL BE PROVIDED INTERNALLY FOR THE CITY OF AUSTIN'S REVIEW AND APPROVAL.

MATERIAL CALCULATIONS	
NORTH ELEVATION	1365 SQ FT
EAST ELEVATION	1150 SQ FT
TOTAL EXTERIOR SURFACE AREA	2515 SQ FT
MINIMUM ROOF AREA REQUIRED	693.9 SQ FT

UNIVERSITY OF TEXAS AT AUSTIN	
UNIVERSITY OF TEXAS AT AUSTIN	631,900 SQ FT
UNIVERSITY OF TEXAS AT AUSTIN	348,900 SQ FT
UNIVERSITY OF TEXAS AT AUSTIN	148,900 SQ FT
UNIVERSITY OF TEXAS AT AUSTIN	112,900 SQ FT

Cross Architects
CROSS ARCHITECTS, PLLC
12508 WINDYBUSH DRIVE, SUITE 125
AUSTIN, TEXAS 78758
PH: 877.368.6642
CONTACT: BEN WILSON

Preliminary Exterior Elevations for:
BoomerJack's
BUILDING 400 - SUITE 401
VILLAGE ON THE PARKWAY
5100 BELT LINE RD
AUSTIN, TX 75254

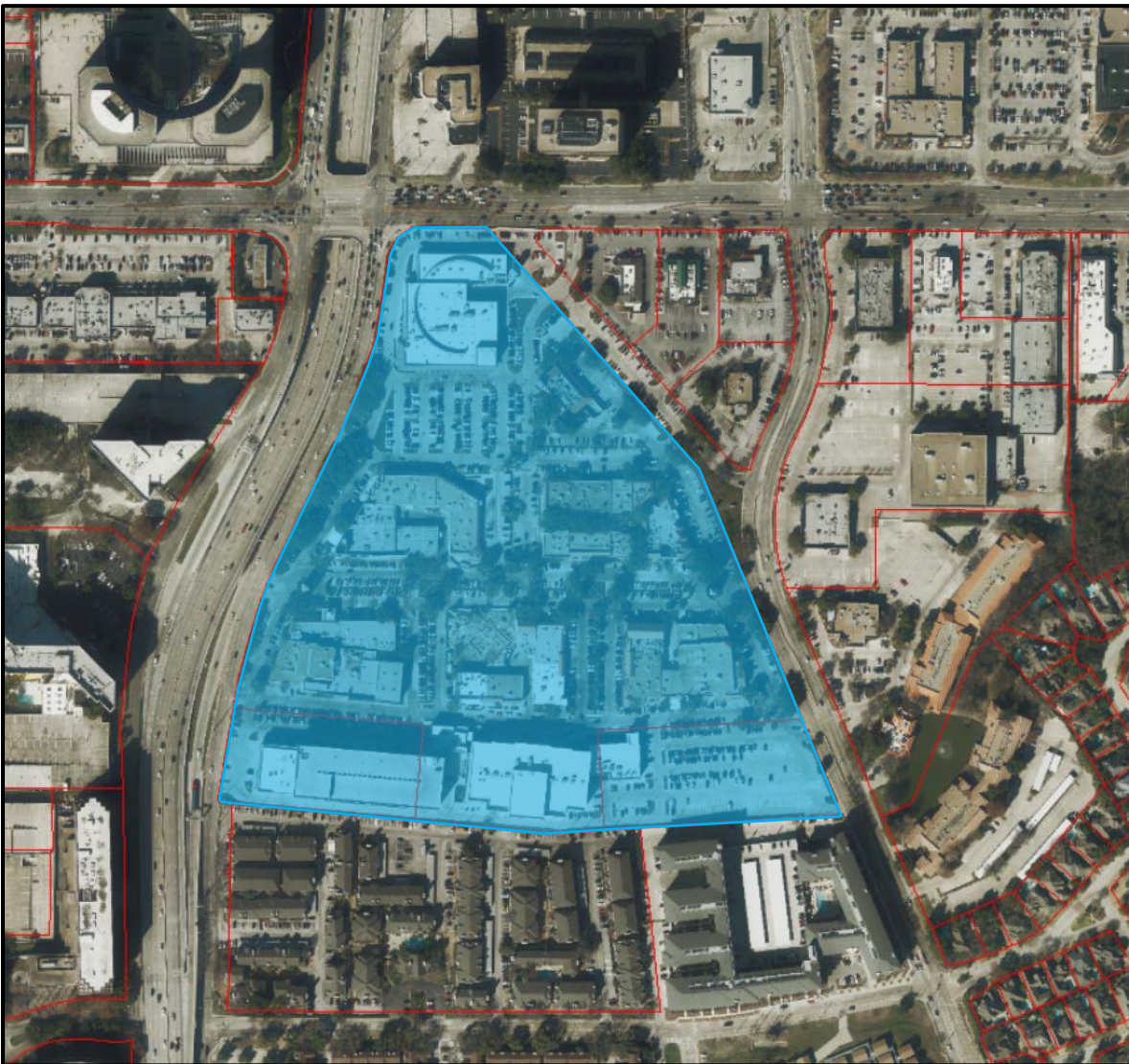
BoomerJack's
WWW.BOOMERJACKS.COM
CONTACT: BRUCE HYDSTEN
MOBILE: 972.352.0666
BRUCE@BOOMERJACKS.COM

DATE:	NOV 2015	SCALE:	SHEET NAME:
BLANK:	ESTIMATED	DATE:	EXTERIOR ELEVATIONS

1768-SUP

PUBLIC HEARING Case 1768-SUP/BoomerJack's. Public hearing, discussion, and take action on a recommendation regarding an ordinance changing the zoning on property located at 5100 Belt Line Road Suite 401, which property is currently zoned PD, Planned Development, through Ordinance 012-001, by approving a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only.

LOCATION MAP





December 11, 2017

STAFF REPORT

RE: Case 1768-SUP/BoomerJack's

LOCATION: 5100 Belt Line Road Suite 401

REQUEST: Approval of a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on premises consumption only

APPLICANT: Bew Wilson, with Cross Architects

DISCUSSION:

Background: This application is for a leased space within Village on the Parkway. The property has been under redevelopment since 2012, as seen through the addition of Whole Foods, AMC and many other new restaurant and retail uses.

BoomerJack's Grill and Bar is a traditional American fare and sports concept that is known for its patio atmosphere and variety of burgers. BoomerJack's currently has multiple locations around the DFW Metroplex.

Proposed Plan: The applicant is proposing to open a restaurant and sell alcoholic beverages for on premises consumption only at the southeast corner of Village on the Parkway, in the former Visit Addison space. The restaurant would total 10,105 square feet, inclusive of the adjacent outdoor 3,104 square-foot patio. The floor plan shows a good-sized kitchen and seating for 379, with a small bar area. To accommodate the desired patio design, the applicant has proposed removing eight parking spaces. Furthermore, the patio would encompass the entire private walkway adjacent to the building. Staff and the applicant have discussed pavement treatments and other design measures that could be incorporated into the patio plan to indicate a walking path through the patio for visitors wanting to travel through the patio to get to other businesses within the center.

Parking: With the success of the redevelopment efforts to this point, parking has been a concern for several years at Village on the Parkway. The Planned Development ordinance approved for this center allows most uses to be parked at a ratio of 1 space per 250 square feet. The development plans show that 2,240 spaces are provided, which is approximately 600 spaces

more than the required number. While the proposed plan removes some parking, the center remains well above current code requirements.

Under the approved plan for the center, the parking can be provided anywhere on the site, and does not have to be immediately in front of the tenant's lease space. In response to concerns about the availability of parking, staff and the property owner have developed a parking plan that has been in place for the last several months. This plan limits the amount and location of valet spaces. Since the implementation of this parking plan, staff has not received any complaints about the parking at this center.

RECOMMENDATION: **APPROVAL WITH CONDITIONS**

BoomerJack's is a successful traditional American fare and sports concept, which has done very well throughout the DFW Metroplex. The new restaurant and expansive patio area would activate one of the prominent corners in Village on the Parkway, which is currently vacant.

Staff believes that the concerns about supply of parking at Village on the Parkway have more to do with location than overall number. Given the adjacency of this space to the large surface parking lot, it is likely that the loss of eight spaces in this location would not be as impactful as a similar loss in other locations within the center.

Staff recommends approval of the request, subject to the following conditions:

- The applicant shall provide a path of travel through the patio and utilize design elements to differentiate the path from the remainder of the patio. These design elements shall be subject to approval by the Zoning Administrator.
- The applicant shall not use any terms or graphic depictions that relate to alcoholic beverages in any exterior signage.



Case 1768-SUP/BoomerJack's

December 19, 2017

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on December 19, 2017, voted to recommend approval of an ordinance rezoning the property located at 5100 Belt Line Road Suite 401, by approving a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, subject to the following conditions:

- The applicant shall provide a path of travel through the patio and utilize design elements to differentiate the path from the remainder of the patio. These design elements shall be subject to approval by the Zoning Administrator.
- The applicant shall not use any terms or graphic depictions that relate to alcoholic beverages in any exterior signage.

Voting Aye: Griggs, Groce, Meleky, Morgan, Robinson, Schaeffer, Wheeler

Voting Nay: none

Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: none

On: none

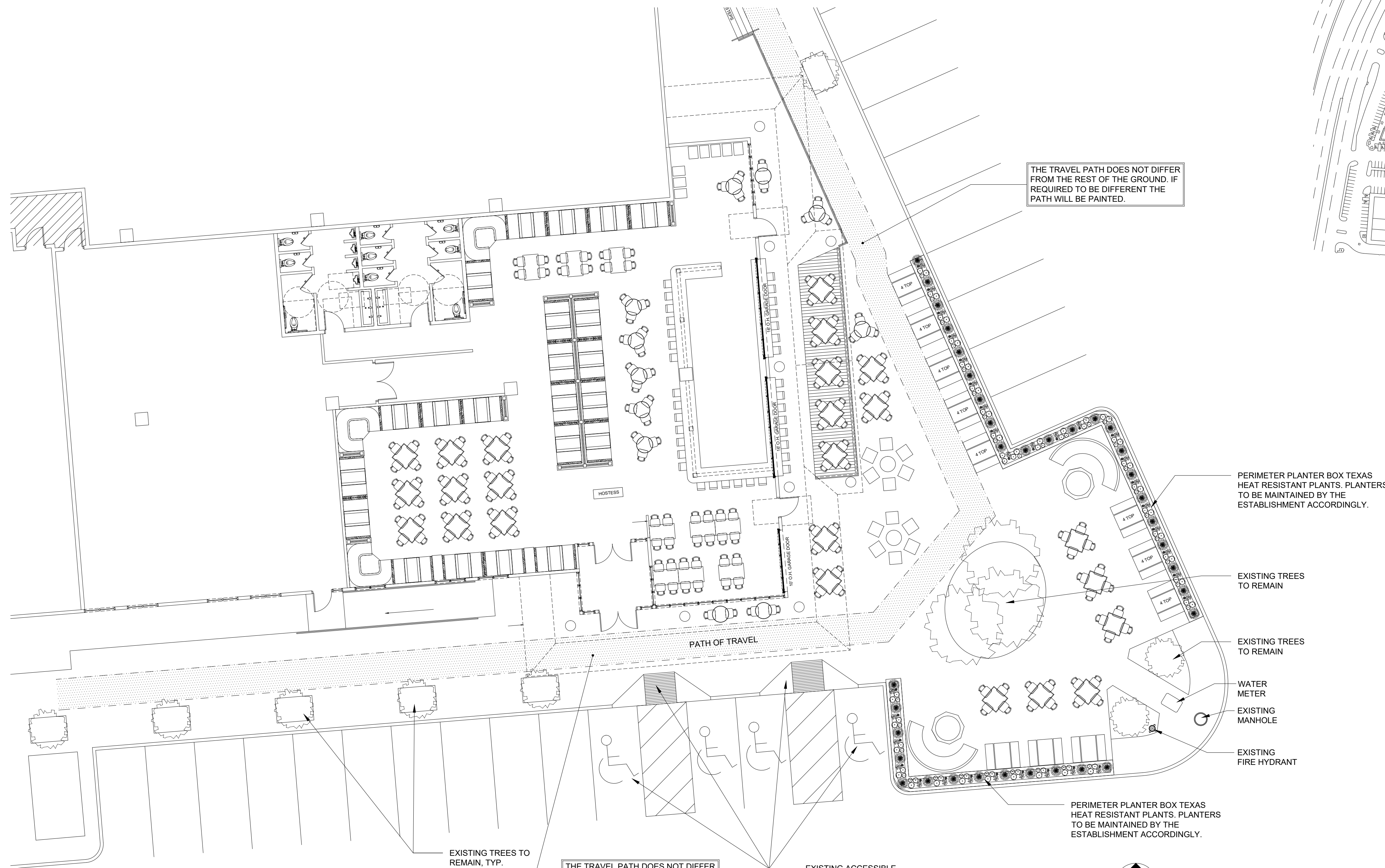
Against: none

SITE PLAN NOTES

1. ANY REVISIONS TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
2. OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
3. BUILDINGS WITH AN AGGREGATE SUM OF 5,000 SQUARE FEET OR GREATER ON A LOT SHALL HAVE AUTOMATIC FIRE SPRINKLERS INSTALLED THROUGHOUT ALL STRUCTURES. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
4. ALL SIGNAGE IS SUBJECT TO TOWN APPROVAL.
5. ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING INSPECTION DIVISION APPROVAL.

GENERAL NOTES

1. DUMPSTER ENCLOSURE IS EXISTING AND WILL BE UNCHANGED BY NEW WORK.
 2. PLANTERS TO BE MAINTAINED BY THE ESTABLISHMENT ACCORDINGLY.
- THIS PLAN CONFORMS WITH DESIGN STANDARDS INCLUDED IN THE TOWN OF ADDISON TRANSPORTATION PLAN, WATER SYSTEM REQUIREMENTS, WASTE WATER SYSTEM REQUIREMENTS, AND DRAINAGE CRITERIA MANUAL.



THE TRAVEL PATH DOES NOT DIFFER FROM THE REST OF THE GROUND. IF REQUIRED TO BE DIFFERENT THE PATH WILL BE PAINTED.

THE TRAVEL PATH DOES NOT DIFFER FROM THE REST OF THE GROUND. IF REQUIRED TO BE DIFFERENT THE PATH WILL BE PAINTED.

EXISTING ACCESSIBLE PARKING AND RAMPS TO REMAIN

PERIMETER PLANTER BOX TEXAS HEAT RESISTANT PLANTS. PLANTERS TO BE MAINTAINED BY THE ESTABLISHMENT ACCORDINGLY.

EXISTING TREES TO REMAIN

EXISTING TREES TO REMAIN

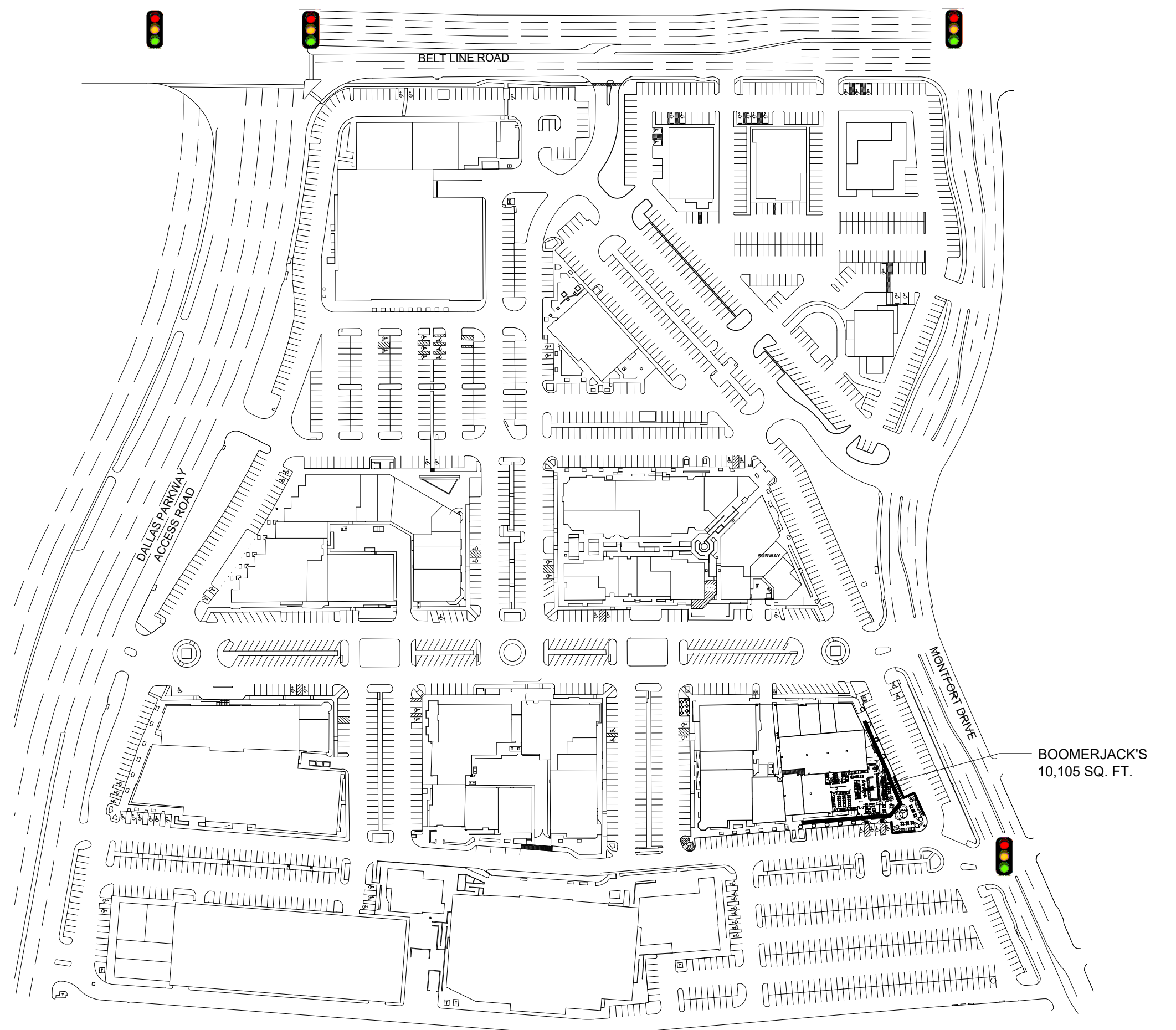
WATER METER

EXISTING MANHOLE

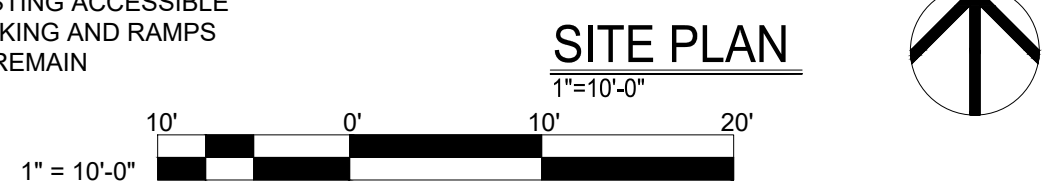
EXISTING FIRE HYDRANT

PERIMETER PLANTER BOX TEXAS HEAT RESISTANT PLANTS. PLANTERS TO BE MAINTAINED BY THE ESTABLISHMENT ACCORDINGLY.

TOTAL PARKING:	
1,998 SURFACE PARKING STALLS	
REQUIRED TENANT PARKING	
BOOMERJACKS RESTAURANT:	6,911 SF
PATIO:	3,104 SF
10,105 SF/250 SF=	40 REQUIRED STALLS



DEVELOPMENT SITE PLAN
NTS



Cross
architects

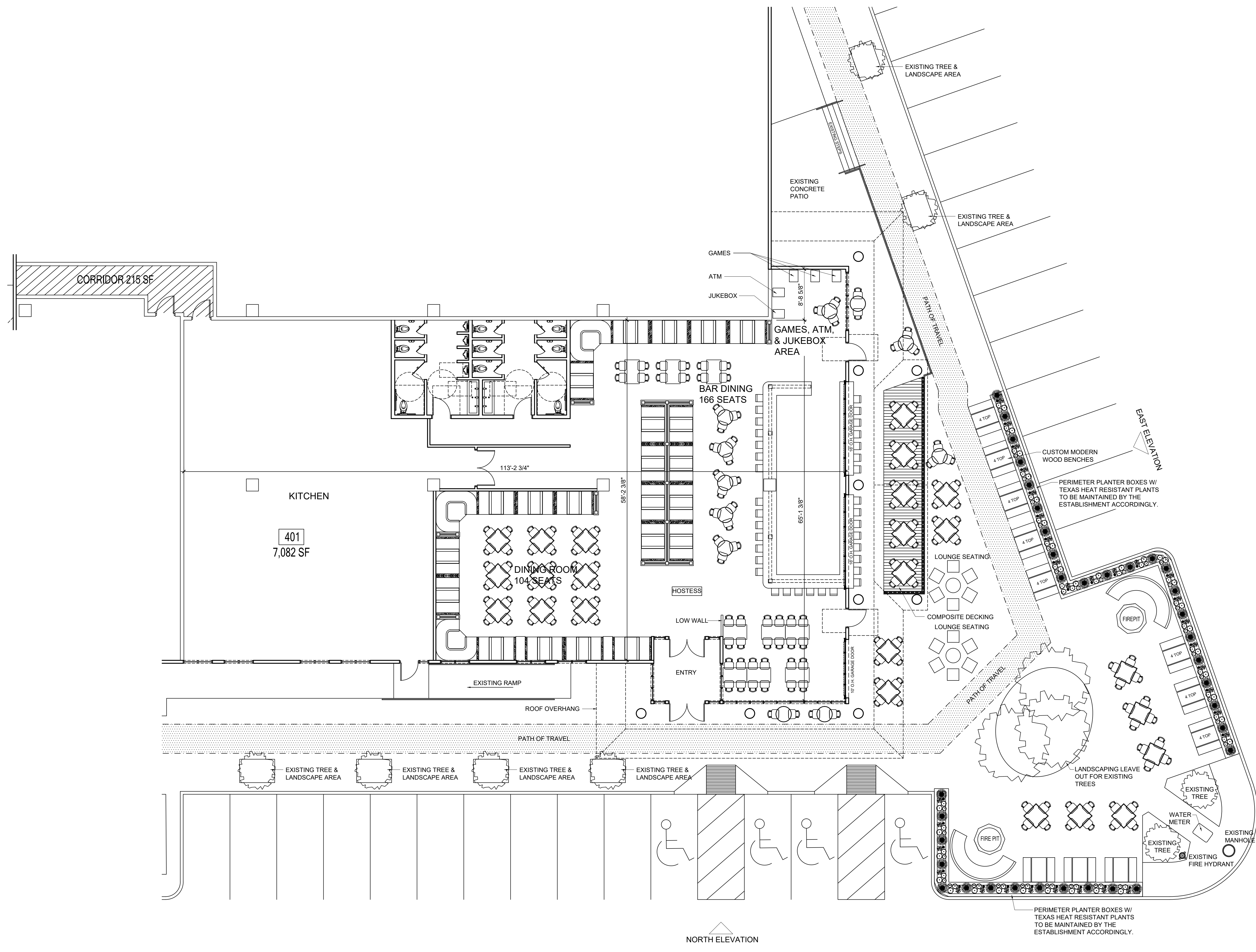
CROSS ARCHITECTS, PLLC
1255 W. 15TH ST., SUITE 125
PLANO, TEXAS 75075
PH: 972.398.6644
CONTACT: BEN WILSON

Preliminary Site Plan for:
BoomerJack's
BUILDING 400 - SUITE 401
VILLAGE ON THE PARKWAY
5100 BELT LINE RD
ADDISON, TX 75254



WWW.BOOMERJACKS.COM
CONTACT: BRUCE HVIDSTEN
MOBILE: 972.352.0666
BRUCE@BOOMERJACKS.COM

DRAWN BY	DATE	PROJECT NO.	SCALE	SHEET NAME
BLW	12/11/2017	SCHEMATIC	1"=10'-0"	SITE PLAN



SQUARE FOOTAGE	
- ENTRY	283 SQ. FT.
- DINING ROOM	1,259 SQ. FT.
- CORRIDOR	332 SQ. FT.
- RESTROOMS	515 SQ. FT.
- BAR DINING AREA	2,118 SQ. FT.
- PATIO (BAR DINING AREA)	902 SQ. FT.
- PATIO (DINING AREA)	2,202 SQ. FT.
- KITCHEN	2,404 SQ. FT.
- TOTAL	10,015 SQ. FT.

SEATING	
- DINING ROOM	104 SEATS
- BAR DINING AREA	166 SEATS
- PATIO	109 SEATS
- TOTAL	379 SEATS

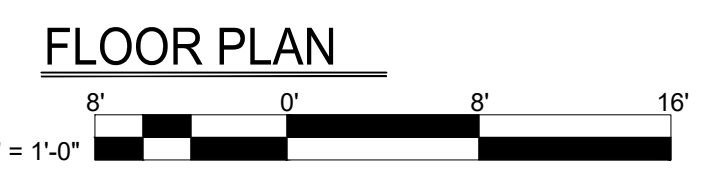
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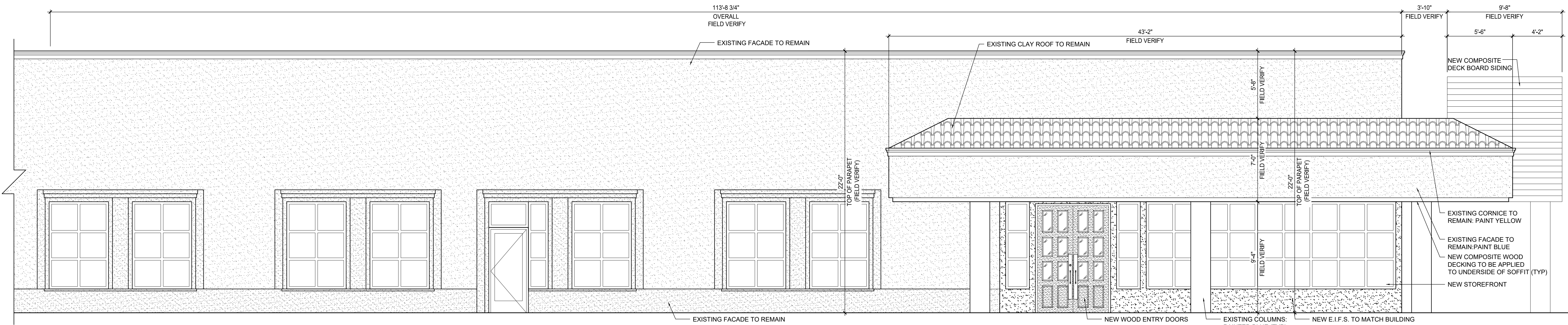
Preliminary Floor Plan for:
BoomerJack's
BUILDING 400 - SUITE 401
VILLAGE ON THE PARKWAY
5100 BELT LINE RD
ADDISON, TX 75254

GRILL & BAR
BoomerJack's

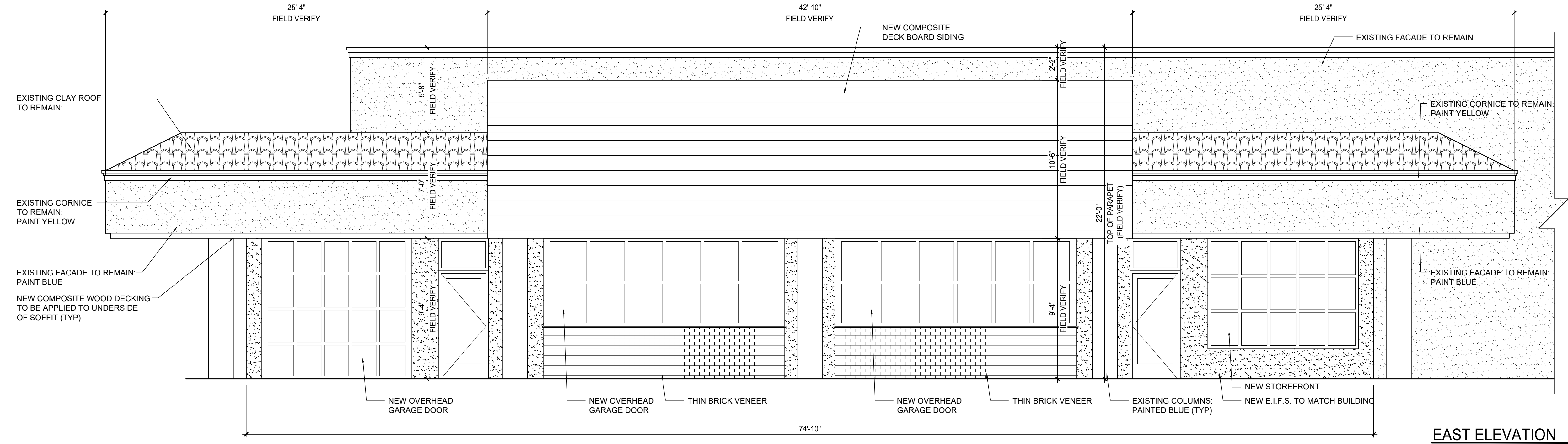
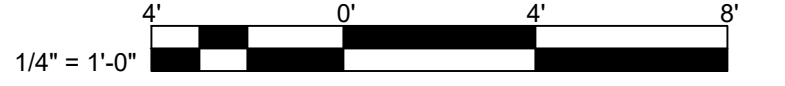
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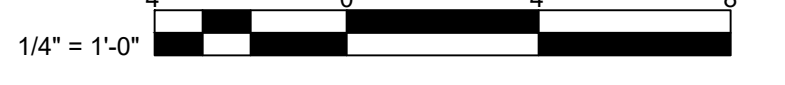
DRAWN BY	DATE	PROJECT NO.	SCALE	SHEET NAME
BLW	12/11/2017	SCHEMATIC	1/8"=1'-0"	FLOOR PLAN



NORTH ELEVATION



EAST ELEVATION



MATERIAL CALCULATIONS NORTH ELEVATION	
EXISTING EIFS/ STUCCO FINISH:	1,960 SQ.FT.
EXISTING GLASS:	483.3 SQ.FT.
EXISTING TILE ROOF:	119 SQ. FT.
NEW COMPOSITE DECK BOARD SIDING:	69.3 SQ.FT.

MATERIAL CALCULATIONS EAST ELEVATION	
EXISTING/ NEW E.I.F.S. FINISH:	617 SQ.FT.
EXISTING/ NEW GLASS:	384.5 SQ.FT.
EXISTING TILE ROOF:	114 SQ. FT.
NEW COMPOSITE DECK BOARD SIDING:	450 SQ.FT.
NEW BRICK:	112 SQ.FT.

- NOTES:**
1. THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.
 2. ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE
 3. WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING
 4. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES
 5. ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL

Cross
architects

CROSS ARCHITECTS, PLLC
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PLANO, TEXAS 75075
PH: 972.398.6644
CONTACT: BEN WILSON

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GRILL & BAR
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DRAWN BY	DATE	PROJECT NO.	SCALE	SHEET NAME
BLW	12/11/2017	SCHEMATIC	1/4"=1'-0"	EXTERIOR ELEVATIONS

Work Session and Regular Meeting**Meeting Date:** 01/09/2018**Department:** Infrastructure- Development Services**AGENDA CAPTION:**

Hold A Public Hearing, Discuss, and Consider Action on an **Ordinance Changing the Zoning on the Vacant Parcel, Directly to the East of 15196 Marsh Lane, Which Property is Currently Zoned Industrial-1 (I-1), to Local Retail (LR-1), Approving a Special Use Permit for a Gasoline Service Station, a Special Use Permit for the Sale of Beer and Wine for Off-Premises Consumption Only, and a Special Use Permit for a Restaurant in Order to Allow the Existing Race Trac Gas Station to Expand Their Operations and to Create Patio Seating. Case 1769-Z/Race Trac.**

BACKGROUND:**COMMISSION FINDINGS:**

The Addison Planning and Zoning Commission, meeting in regular session on December 19, 2017, voted to recommend approval of an ordinance rezoning the vacant parcel located directly to the east of 15196 Marsh lane from Industrial-1 (I-1) to Local Retail (LR-1), approval of a Special Use Permit for the sale of beer and wine for off-premises consumption only, and approval of a Special Use Permit for a restaurant in order to allow the existing Race Trac gas station to expand their operations and to create outdoor patio seating, subject to the following conditions:

- The property owner shall replat the property prior to the issuance of a building permit.
- The applicant shall not use any terms or graphic depictions that relate to alcoholic beverages in any exterior signage.
- The Town of Addison Staff shall review the recently submitted traffic engineering study with the applicant to determine if a variance is warranted for a second access point to the property.

Voting Aye: Griggs, Meleky, Morgan, Robinson, Schaeffer

Voting Nay: Groce, Wheeler

Absent: none

SPEAKERS AT THE PUBLIC HEARING: none

Please refer to the attached staff report for additional information on this case. Furthermore, there was significant discussion at the Planning and Zoning Commission meeting regarding the two proposed access drives on Arapaho Road. Staff recommended that only one be permitted in order to comply with the Town's

design standards, and the applicant argued that both were necessary for their business. Some on the Commission asked the applicant to explore other alternatives, such as limiting one of the driveways to a right-in, right-out only drive. The applicant is revising the traffic impact analysis based on the discussions at the Planning and Zoning Commission meeting. Staff should have additional information regarding this issue at the Council Meeting.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance - 1769-Z

Staff Report - 1769-Z

Plans - 1769-Z

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY APPROVING A CHANGE OF ZONING FROM INDUSTRIAL-1 TO LOCAL RETAIL AND GRANTING A SPECIAL USE PERMIT FOR A GASOLINE SERVICE STATION, FOR A RESTAURANT, AND FOR THE SALE OF ALCOHOLIC BEVERAGES FOR OFF-PREMISE CONSUMPTION FOR PROPERTY GENERALLY LOCATED AT 15196 MARSH LANE; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; SAVINGS, NO SEVERABILITY AND 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, at its regular meeting held on December 19, 2017, the Planning & Zoning Commission considered and made recommendations on a request for a rezoning, from I-1, Industrial-1, to LR, Local Retail, and request for Special Use Permits for a gasoline service station, for a restaurant, and for the sale of alcoholic beverages for off-premise consumption only (Case No.1769-Z); and

WHEREAS, this change of zoning is in accordance with the adopted Comprehensive Plan of the Town of Addison, as amended; and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning and Zoning Commission, the information received at a public hearing, and other relevant information and materials, the City Council of the Town of Addison, Texas finds that this amendment promotes the general welfare and safety of this community.

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

Section 1. That the recitals and findings set forth above are hereby found to be true and correct and incorporated as if fully set forth herein.

Section 2. That the property located at 15196 Marsh Lane, more specifically described in **Exhibit A**, attached hereto, and incorporated herein (the “Property”), is hereby rezoned from I-1, Industrial-1, to LR, Local Retail, and that a Special Use Permit authorizing a gasoline service station, a restaurant, and the sale of alcoholic beverages for off-premise consumption only are hereby granted subject to the following conditions:

- (a) Prior to the issuance of a Building Permit, the property owner shall replat said Property.
- (b) Prior to the issuance of a Certificate of Occupancy, said Property shall be improved in accordance with the development plans (site plan, floor plan, building elevations, and landscape plan) which are attached hereto as **Exhibit B** and made a part hereof for all purposes.
- (c) The Special Use Permit granted herein for the sale of alcoholic beverages for off-premise consumption only shall be limited to that particular area designated on the final site plan as encompassing 5,413 square feet.
- (d) The Special Use Permit granted herein for a restaurant shall be limited to that particular area designated on the final site plan as encompassing a total area not to exceed 1,073 square feet.
- (e) No signs advertising sale of alcoholic beverages shall be permitted other than those authorized under the Liquor Control Act of the State of Texas, and any sign ordinance of the Town of Addison, Texas.
- (f) Any use of property considered as a nonconforming use under the Comprehensive Zoning Ordinance of the Town of Addison shall not be permitted to receive a license or permit for the sale of alcoholic beverages.
- (g) If the property for which this Special Use Permit is granted is not used for the purposes for which said permits were granted within one (1) year after the adoption of this ordinance, the City Council may authorize hearings to be held for the purpose of considering a change of zoning and repeal of the Special Use Permit granted herein.
- (h) If a license or permit to sell alcoholic beverages on property covered by this Special Use Permit is revoked, terminated or cancelled by proper authorities, the City Council may authorize hearings to be held for the purpose of considering a change of zoning repeal of the Special Use Permit granted herein.
- (i) The establishment shall not use the term “bar”, “tavern”, or any other terms or graphic depictions that relate to the sale of alcoholic beverages on any signs visible from the exterior of the premises.
- (j) The Town of Addison Staff shall review the recently submitted traffic engineering study with the applicant to determine if a variance is warranted for a second access point to the property. The Staff determination maybe appealed to City Council.

Section 3. That any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the city, as heretofore amended, and upon conviction shall be punished by a fine set

in accordance with Chapter 1, General Provisions, Section 1.10, General penalty for violations of Code; continuing violations, of the Code of Ordinances for the Town of Addison.

Section 4. That it is the intention of the City Council that this ordinance be considered in its entirety, as one ordinance, and should any portion of this ordinance be held to be void or unconstitutional, then said ordinance shall be void in its entirety, and the City Council would not have adopted said ordinance if any part or portion of said ordinance should be held to be unconstitutional or void.

Section 5. That all ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 6. That this Ordinance shall become effective from and after its passage and approval and after publication as may be required by law or by the City Charter or ordinance.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, on this the 9th day of January 2018.

Joe Chow, Mayor

ATTEST:

Christie Wilson, Interim City Secretary

CASE NO: 1769-SUP/Race Trac

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

PUBLISHED ON: _____

Ordinance No. _____

EXHIBIT A

Being 3.133 acres (136,464 sq. ft.) of land situated in the D. Myers Survey, Abstract Number 923, Dallas County, Texas, and being all of Lot 2, Block 1, Belt Line/Marsh Business Park, an addition to the City of Addison by plat thereof recorded in Instrument Number 200100100113, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.) as conveyed to Mesquite Creek Development, Inc. by deed recorded in Volume 2000229, Page 11119, Deed Records, Dallas County, Texas (D.R.D.C.T.) and all of that tract of land conveyed to Gingercrest, Inc. by deed recorded in Instrument Number 201200358777, (O.P.R.D.C.T.). Said 3.133 acre tract of land bearings are based on the Texas State Plane Coordinate System of 1983 (2011), North Central Zone and is more particularly described by metes and bounds as follows:

Commencing at a 1/2" iron rod with yellow cap stamped "BGT" found at the southeast corner of a tract of land conveyed to Town of Addison for right-of-way dedication by instrument recorded in Volume 94138, Page 4334, (D.R.D.C.T.) at the southwest corner of Lot 1, Block 1, Belt Line - Marsh Business Park, an addition to the City of Addison by plat thereof recorded in Volume 83042, Page 425, (D.R.D.C.T.) and being in the original north line of Arapaho Road (60' right-of-way formerly known as Realty Road) as dedicated by Belt Line/Marsh Business Park, an addition to the City of Addison by plat thereof recorded in Volume 81060, Page 170, (D.R.D.C.T.);

Thence North 11 Degrees 46 Minutes 02 Seconds East, along the west line of the above mentioned Lot 1, Block 1 and the common east line of the above mentioned Town of Addison tract, a distance of 12.00 feet to a 1/2" iron rod found at the southeast corner of the above mentioned Gingercrest, Inc. tract, same being the northeast corner of said Town of Addison tract for the POINT OF BEGINNING of the herein described 3.133 acre tract;

Thence along the south line of said Gingercrest, Inc. tract and the above mentioned Lot 2, Block 1, same being the common north line of said Town of Addison tract North 78 Degrees 09 Minutes 59 Seconds West, at a distance of 234.29 feet pass a 5/8" iron rod with yellow cap stamped "BHB" found at the southwest corner of said Gingercrest, Inc. tract, same being the southeast corner of said Lot 2, Block 1, and continuing for a total distance of 256.69 feet to a 5/8" iron rod found at the beginning of a tangent curve to the left having a delta angle of 8 Degrees 06 Minutes 35 Seconds, a radius of 542.00 feet and a long chord that bears North 82 Degrees 13 Minutes 16 Seconds West for a distance of 76.65 feet;

Thence North 11 Degrees 56 Minutes 01 Seconds East, a distance of 222.31 feet to a 1/2" iron rod with red cap stamped "ONEAL 6570" set in the west line of the above mentioned Gingercrest, Inc. tract and being at the northeast corner of said Lot 2, Block 1 and the southeast corner of the above mentioned Pfluger Addition, from which a 5/8" iron rod with yellow cap stamped "BHB" found bears North 54 Degrees 32 Minutes 40 Seconds West, a distance of 0.71 feet;

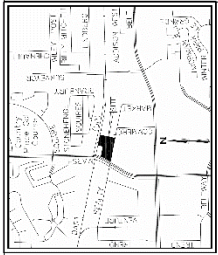
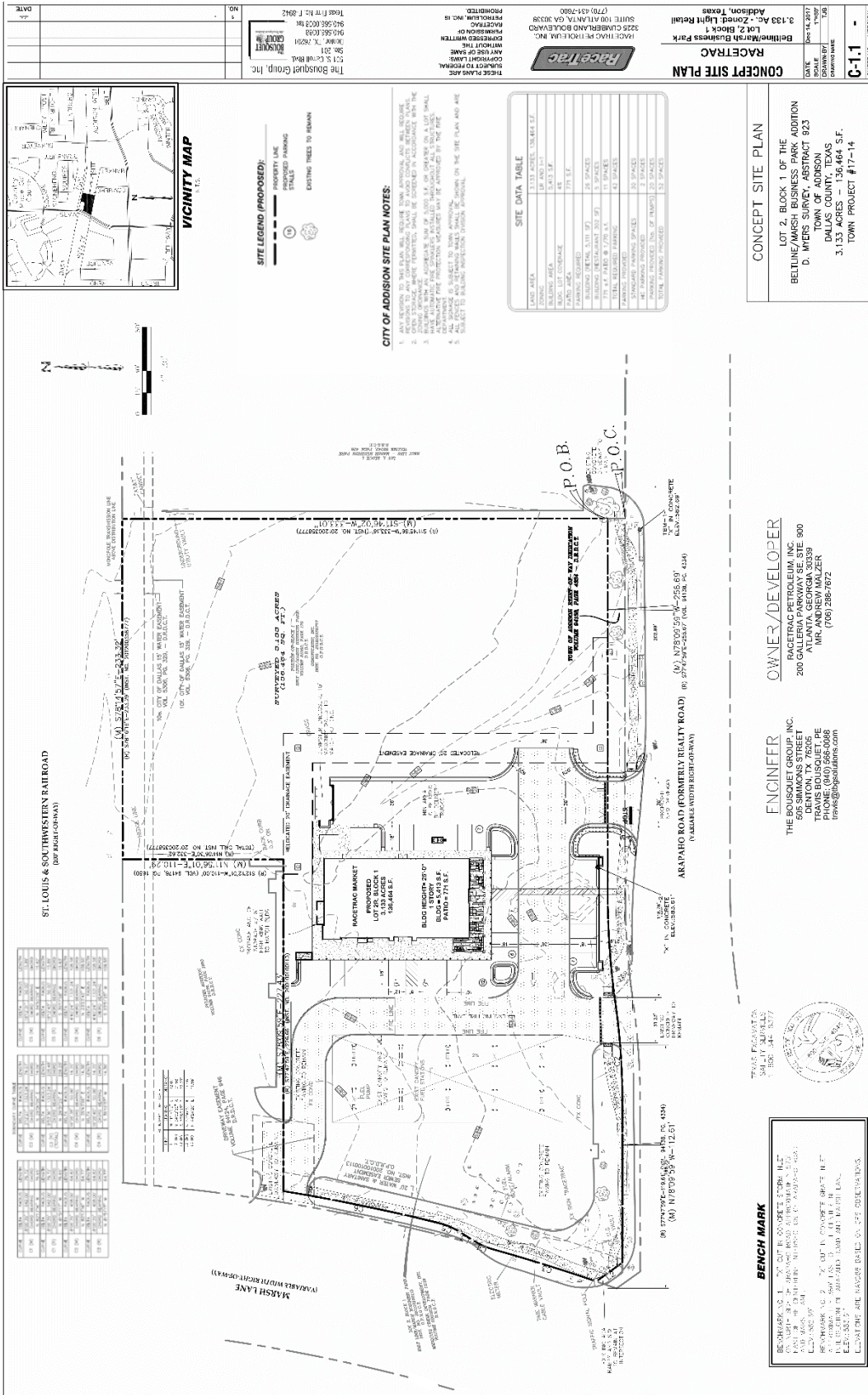
Thence North 11 Degrees 56 Minutes 01 Seconds East, a distance of 110.29 feet to a 5/8" iron rod found (bent) in the south line of the St. Louis & Southwestern Railroad (100' right-of-way) at the northeast corner of said Pfluger Addition and the northwest corner of said Gingercrest, Inc. tract;

EXHIBIT A

Thence South 78 Degrees 14 Minutes 57 Seconds East, along the south line of said St. Louis & Southwestern Railroad right-of-way, a distance of 233.32 feet to a 1/211 iron rod found at the northeast corner of said Gingercrest, Inc., same being the northwest corner of the above mentioned Lot 1, Block 1 Belt Line - Marsh Business Park (Vol. 83042, Pg, 425);

Thence South 11 Degrees 46 Minutes 02 Seconds West, along the west line of said Lot 1, Block 1 Belt Line - Marsh Business Park and the common east line of said Gingercrest, Inc. tract, a distance of 333.01 feet to the point of beginning and containing 1.786 acres (77,820 square feet) of land, more or less.

EXHIBIT B



SITE LEGEND PROPOSED:

- PROPERTY LINE
- PROPOSED PARKING
- EXISTING TREES TO REMAIN

CITY OF ADDITION SITE PLAN NOTES:

1. ALL REVISIONS TO THIS PLAN SHALL REQUIRE ZONING APPROVAL AND SHALL REQUIRE REVISION OF THIS SITE PLAN TO BE APPROVED BY THE CITY OF ADDITION.
2. CITY OF ADDITION SHALL VERIFY ALL UTILITIES ARE DEEPENED IN ACCORDANCE WITH THE CITY OF ADDITION SPECIFICATIONS.
3. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 42" BELOW FINISHED GRADE.
4. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 42" BELOW FINISHED GRADE.
5. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 42" BELOW FINISHED GRADE.

SITE DATA TABLE	
LAND AREA	2.333 ACRES, 100,814 S.F.
BLDG. LOT COVERAGE	5.413 S.F.
BLDG. LOT AREA	48
PARKING SPACES	701 SP.
PARKING STALLS	26 SPACES
PARKING STALLS WITH STALLS	26 SPACES
PARKING STALLS WITH DRIVE AISLES	42 SPACES
PARKING STALLS WITH DRIVE AISLES	2 SPACES
TOTAL PARKING PROPOSED	70 SPACES

CONCEPT SITE PLAN

LOT 2, BLOCK 1 OF THE
BELTING/MARSH BUSINESS PARK ADDITION
 D. WIDTS SURVEY, ABSTRACT 923
 DALLAS COUNTY, TEXAS
 3.133 ACRES - 136,464 S.F.
 TOWN PROJECT #17-14

OWNER/DEVELOPER
 RACETRAC PETROLEUM, INC.
 200 GALLERIA PARKWAY STE. 900
 MCKINNEY, TEXAS 75069
 MKRAC@RACETRAC.COM
 (786) 288-7072

ENGINEER
 THE BOUSSQUET GROUP, INC.
 505 SIMMONS STREET
 DENTON, TX 76205
 TBOUSSQUET@TGPI.COM
 (940) 386-0086



BENCH MARK

SHOW BENCH MARK LOCATION WITH
 COORDINATES AND ELEVATION IN FEET
 FROM THE BENCH MARK TO THE CENTER OF THE
 LOT. BENCH MARK IS TO BE SET AT THE
 INTERSECTION OF ST. LOUIS & SOUTHWESTERN
 RAILROAD AND MARSH LANE (M&W SURVEY).
 COORDINATE AND ELEVATION TO BE SET BY THE
 ENGINEER AND LASER BENCH SHALL BE THE BENCH MARK.

<p>RACETRAC 3225 CAMPBELL AND BOURQUELLO SUITE 100 ATLANTA, GA 30339 (770) 431-7800</p>	<p>DELTA/BEAUFORT BUSINESS PARK Lot 2, Block 1 3.133 AC, Zoned Light Retail Address, Texas</p>	<p>DATE: Dec 14, 2017 DRAWN BY: JTB CHECKED BY: JTB</p>	<p>C-11</p>	<p>SHEET NO. 1 OF 1 VERSION</p>
<p>CONCEPT SITE PLAN</p> <p>The Boissquet Group, Inc. 505 Simmons Street Denton, TX 76205 TBOUSSQUET@TGPI.COM (940) 386-0086</p>		<p>CONCEPT SITE PLAN</p> <p>LOT 2, BLOCK 1 OF THE BELTING/MARSH BUSINESS PARK ADDITION D. WIDTS SURVEY, ABSTRACT 923 DALLAS COUNTY, TEXAS 3.133 ACRES - 136,464 S.F. TOWN PROJECT #17-14</p>		

RaceTrac
 THESE PLANS ARE SUBJECT TO FEDERAL AND STATE REGULATIONS AND MAY BE SUBJECT TO CHANGE WITHOUT NOTICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND NOT BE HELD RESPONSIBLE FOR ANY VIOLATIONS.



GPD GROUP
 Professional Corporation
 805 S. W. 10th Street, Suite 200
 Fort Lauderdale, FL 33304
 (954) 576-2277
 (954) 576-2278

REVISIONS
 DATE DESCRIPTION
 2.10.17 REVISIONS TO PERMITS
 2.10.17 PERMITS INCREASE
 2.10.17 PERMITS INCREASE

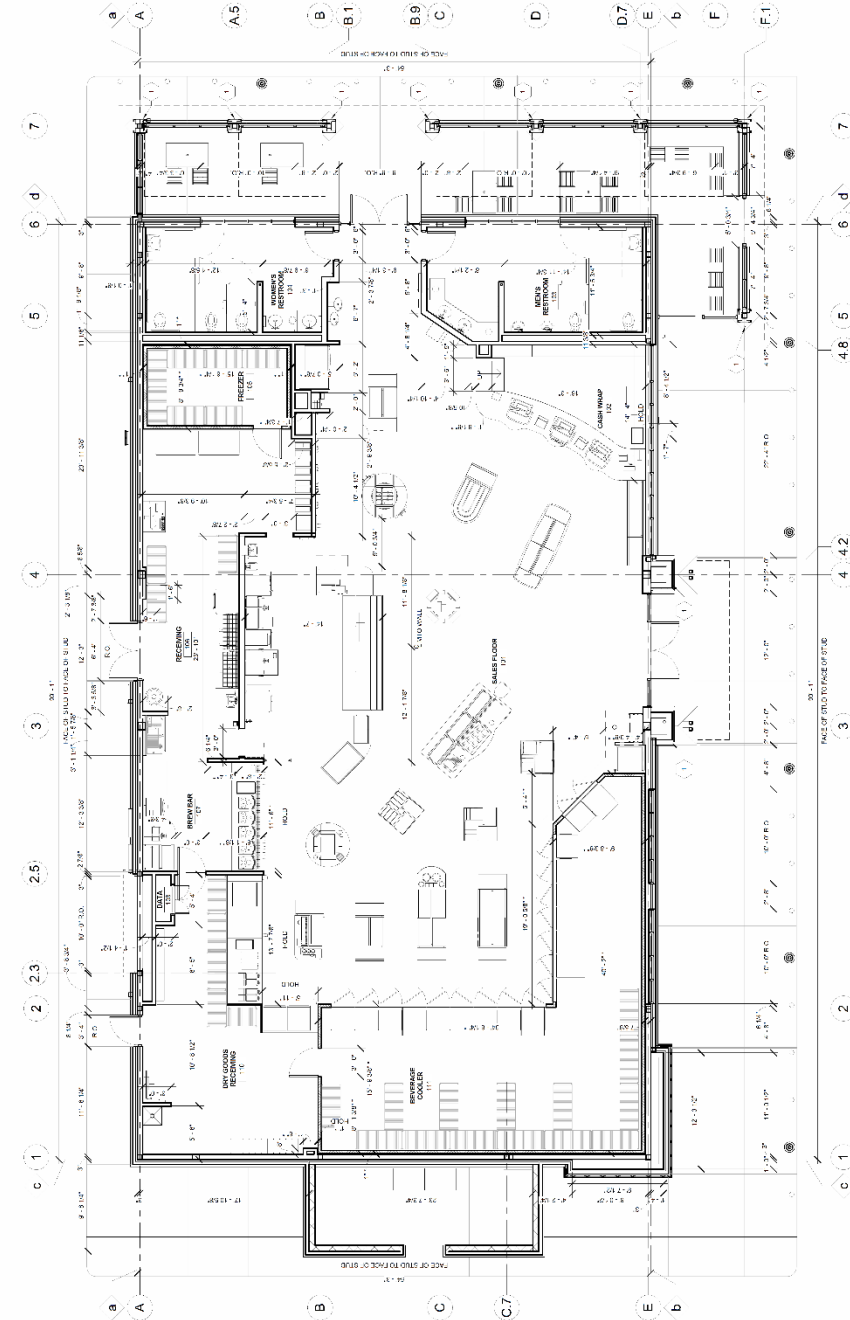
EXHIBIT B
RaceTrac
 15108 MARSH LANE
 ADDISON, TEXAS
 PROJECT NAME
 #064

PROFESSIONAL SEAL
 PROJECT NUMBER
 SHEET TITLE
FLOOR DIMENSION PLAN
 SHEET NUMBER
A120

GENERAL NOTES
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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 10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

FLOOR PLAN KEYNOTES
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 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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FLOOR DIMENSION PLAN LEGEND
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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 9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.



PROPOSED SEATS:

INSIDE	0
OUTSIDE	23
TOTAL	23

BUILDING AREA CALCULATIONS:

INTERIOR	2,754 SF
CUSTOMER/RETAIL AREA	2,173 SF
WORK ROOM/COOLER/FREEZER	184 SF
CASH WRAP	302 SF
PAVING	771 SF
EXTERIOR	6,182 SF
TOTAL	6,182 SF



EXHIBIT B

RaceTrac
 18000 EAST 12TH AVENUE, SUITE 200
 DENVER, CO 80231
 (303) 751-1000
 WWW.RACETRAC.COM
 DENVER PROFESSIONALS

CPD GROUP
 Professional Corporation
 520 S. MAIN ST., SUITE 1200
 DENVER, CO 80202

REVISION RECORD
 03.11.17 PERILLA ENRICH
 03.11.17 PERILLA ENRICH

RaceTrac

PROJECT NAME
 MARSH LAKE

ADDISON
 15198 MARSH LAKE

PROFESSIONAL SEAL
 ARCHITECT
#064
 2017 BR-00-00803
 RACE TRAC ARCHITECTURE
 18000 EAST 12TH AVENUE, SUITE 200
 DENVER, CO 80231
 (303) 751-1000
 WWW.RACETRAC.COM

PROFESSIONAL SEAL
 ARCHITECT
#064
 2017 BR-00-00803
 RACE TRAC ARCHITECTURE
 18000 EAST 12TH AVENUE, SUITE 200
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PROFESSIONAL SEAL
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 2017 BR-00-00803
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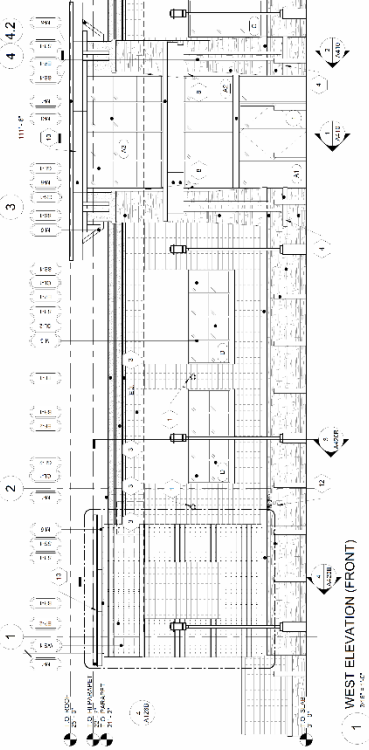
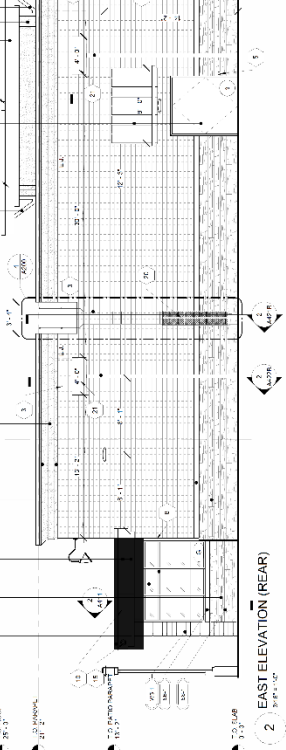
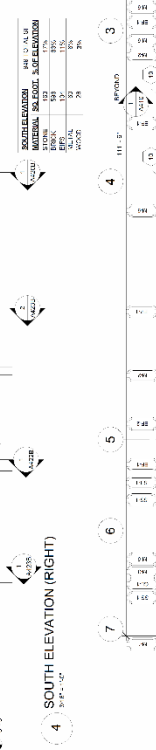
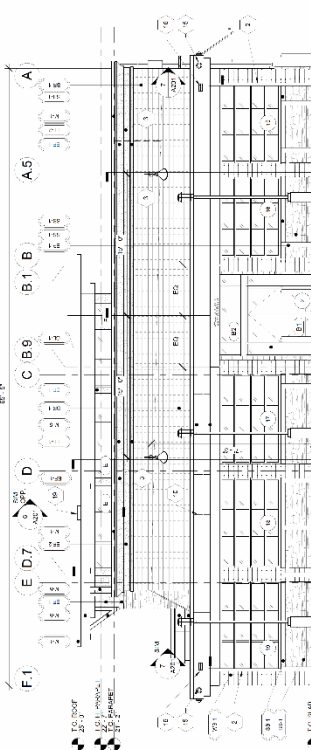
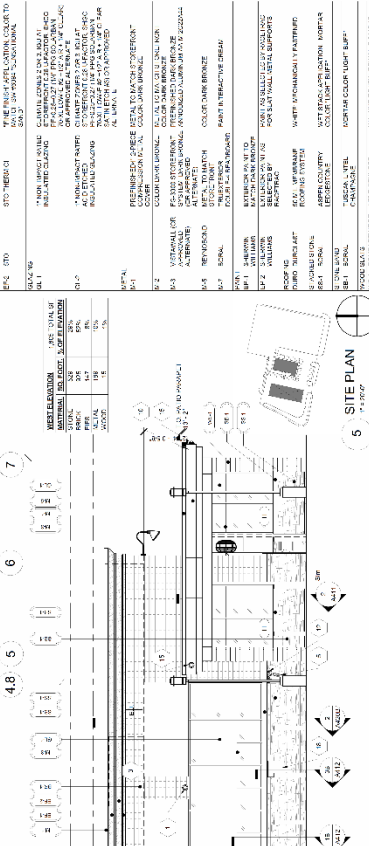
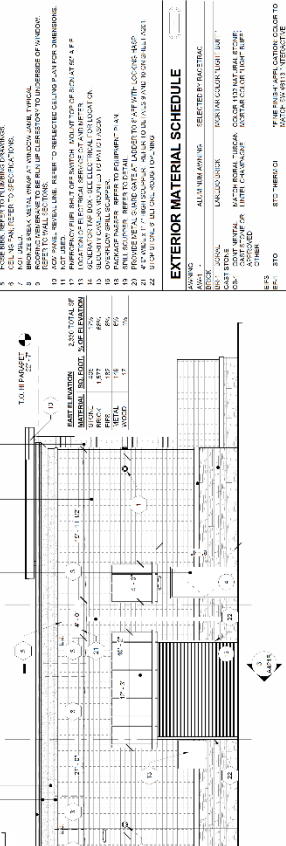
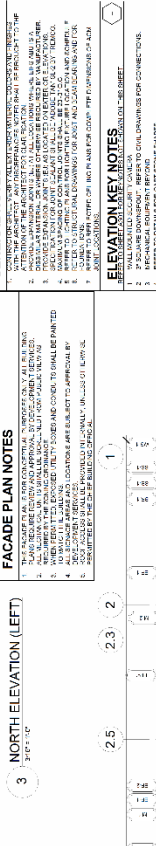
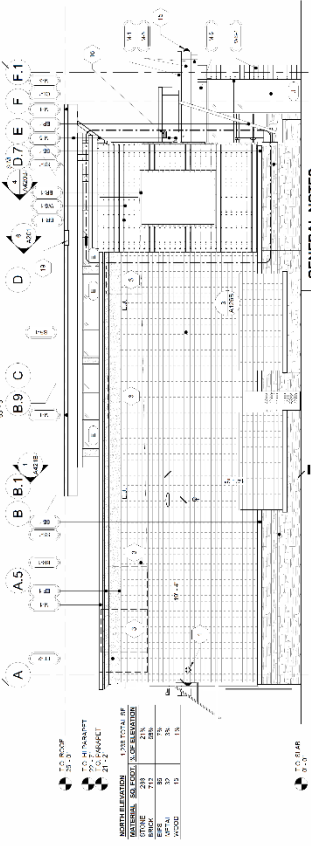


EXHIBIT B

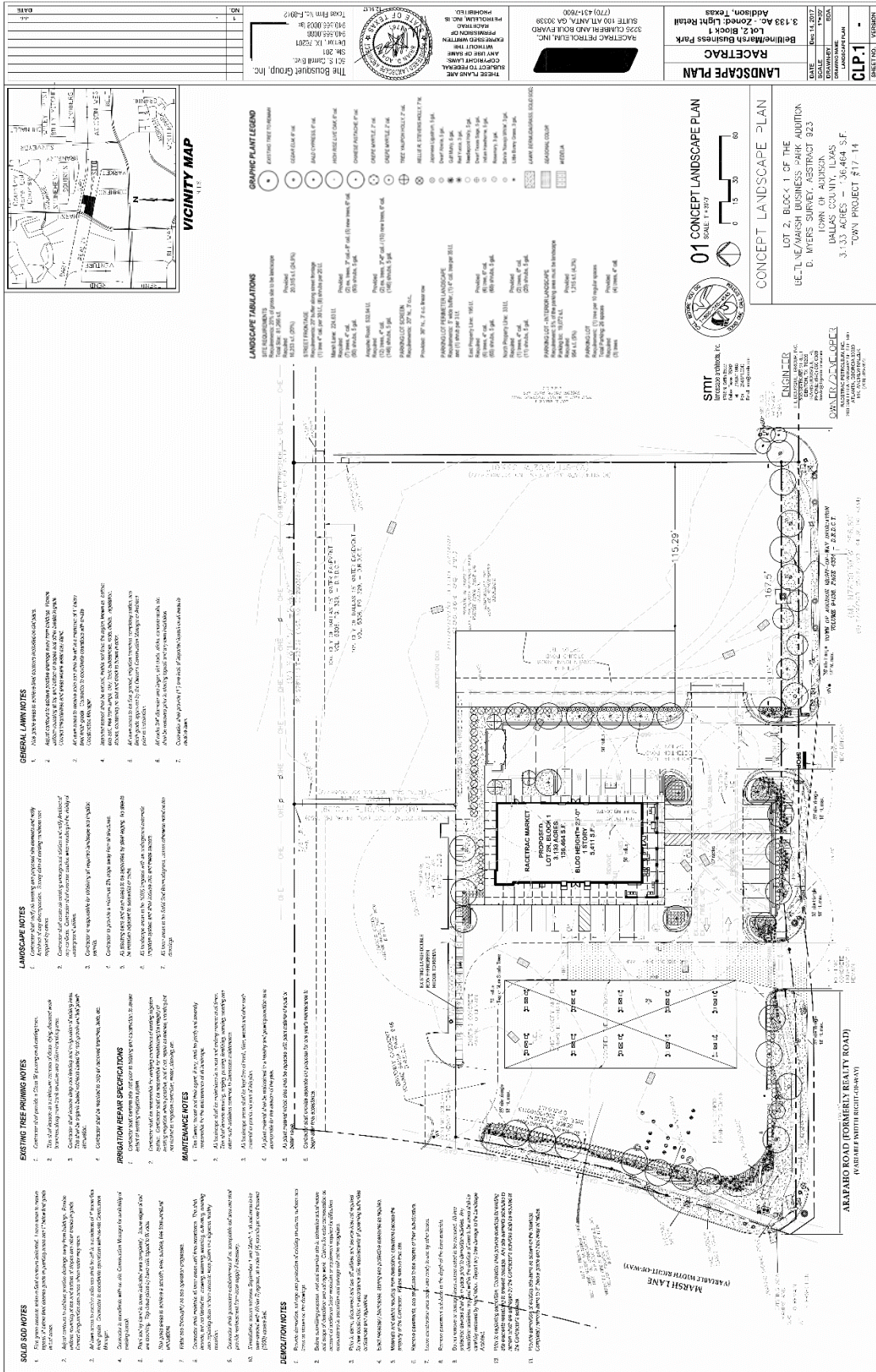
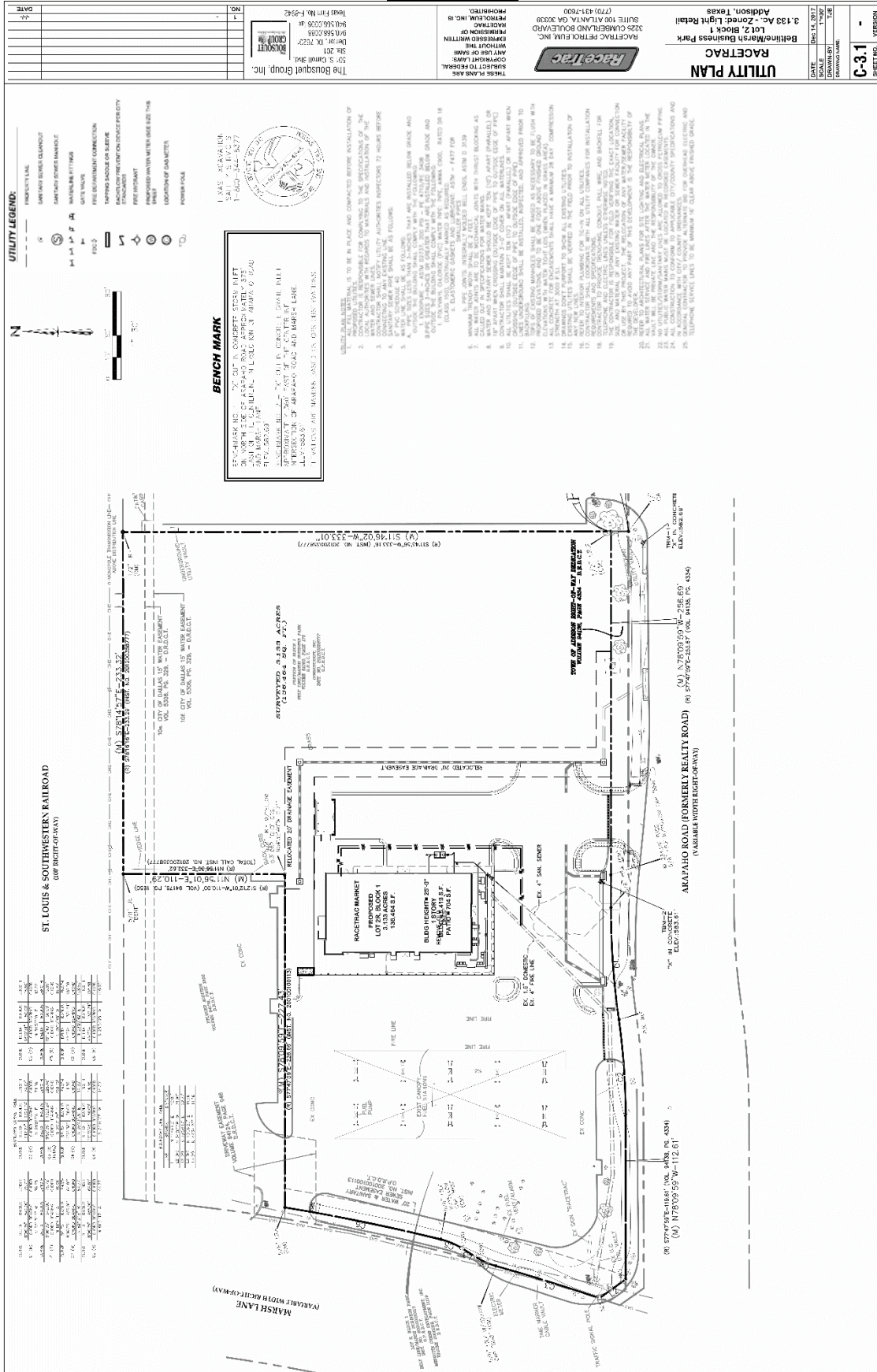


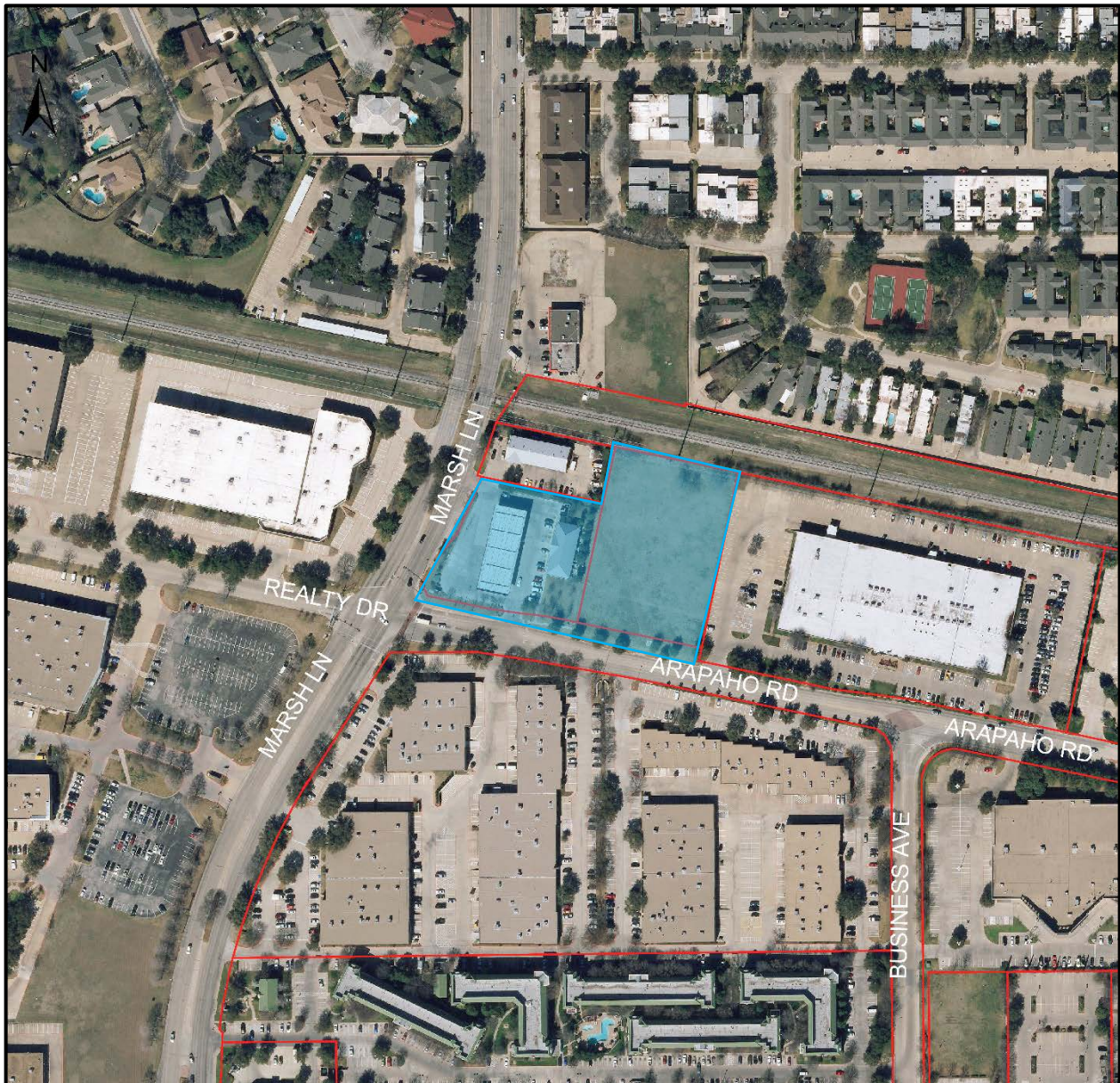
EXHIBIT B



1769-Z

PUBLIC HEARING Case 1769-Z/Race Trac. Public hearing, discussion, and take action on a recommendation regarding an ordinance changing the zoning on the vacant parcel, directly to the east of 15196 Marsh Lane, which property is currently zoned Industrial-1 (I-1), to Local Retail (LR-1), approving a Special Use Permit for the sale of beer and wine for off-premises consumption only, and approving a Special Use Permit for a restaurant in order to allow the existing Race Trac gas station to expand their operations and to create outdoor patio seating.

LOCATION MAP





December 11, 2017

STAFF REPORT

RE: Case 1769-Z/Race Trac

LOCATION: 15196 Marsh Lane

REQUEST: 1. Approval of an ordinance changing the zoning on the vacant parcel directly to the east of 15196 Marsh Lane, currently zoned Industrial-1 (I-1), to Local Retail (LR-1);

2. Approval of a Special Use Permit for the sale of beer and wine for off-premises consumption only, and

3. Approval of a Special Use Permit for a restaurant

APPLICANT: Travis Bousquet, the Bousquet Group

DISCUSSION:

Background: This application is for the expansion of the Race Trac gas station located at the northeast corner of Marsh Lane and Arapaho Road. Race Trac has operated at this location since 2000, through Ordinance 000-028. In 2010, following the Charter election changing the restrictions for the sale of beer and wine for off-premises consumption, the City Council rezoned the property from Industrial-1 (I-1) to Local Retail (LR), and approved a Special Use Permit to allow the sale of beer and wine, for off-premise consumption only, through Ordinance 011-009.

The Race Trac gas station currently occupies a 1.372-acre parcel. Race Trac is interested in expanding their operations onto a portion of the adjacent vacant parcel, zoned Industrial-1, and creating an outdoor patio for patrons to enjoy the food available for purchase inside. The sale of beer and wine for off-premises consumption only requires a Special Use Permit, however, this SUP cannot be approved in the Industrial zoning districts. For the expanded gas station to continue to sell beer and wine, the adjacent parcel must be rezoned to LR and a new Special Use Permit approved. Additionally, the added patio would provide seating for patrons to consume food on premises, which requires approval of an additional Special Use Permit for a restaurant.

Proposed Plan: Race Trac is proposing to rezone the adjacent vacant parcel to an LR zoning district in order to redevelop and expand the existing gas station building and create an outdoor patio area. The new zoning would apply to both lots, totaling 3.133 acres. The new one story building would be approximately 5,411 square feet with an additional 711 square feet of outdoor patio. In addition to the rezoning, the applicant is requesting approval of a Special Use Permit to allow the sale of beer and wine for off-premise consumption only, and a Special Use Permit for a restaurant.

The proposed plans indicate that while the entirety of the adjacent vacant parcel is proposed to be rezoned, Race Trac intends to utilize only a portion of this property, leaving the remainder vacant.

Exterior Facades: The construction requirements for an LR district require that 80 percent of all exterior facades are constructed of masonry materials. The submitted plans show that the building materials for all exterior facades comply with this requirement.

Additionally, in order to accommodate the outside storage of propane tanks and an ice machine, Race Track is proposing a screening measure, consisting of an eight-foot masonry wall, that will screen all four sides. The screened enclosure, attached to the North side of the building, has an opening on the North side, to allow access. In order to screen this element, Race Trac has proposed a hedge row directly in front of the opening to the enclosure, to screen the adjacent property from the storage items. The submitted plans show the outside storage to be screened on all four sides and in compliance with the masonry requirement.

Parking: The plan provides a total of 52 parking spaces, 32 marked spaces around the building and an additional 20 spaces at the pumps. The LR district standards require that 1 parking space per 200 square feet be provided for the retail use and 1 parking space per 100 square feet be provided for the restaurant use. With a retail component of 5,109 square feet and restaurant component of 1,073 square feet, the property exceeds the parking requirement by 15 parking spaces.

Fire Access: The plans have been reviewed by the Fire Marshal to ensure sufficient site access and building coverage. Current requirements call for a 24-foot-wide fire lane. The submitted site plans show that this requirement will be met.

Landscaping: The landscape plans have been reviewed by the Parks Department to ensure compliance with the Town's Landscape Ordinance. The submitted plans meet the requirements of the Landscape Ordinance.

Engineering: The submitted plans have been reviewed by the Town's review engineer for compliance with the Town's roadway design standards. These standards permit just one access point along Arapaho Road. Furthermore, the property's current driveway on to Arapaho Road does not comply with the Town's requirements related to the distance for corner clearance from

the intersection of Arapaho Road and Marsh Lane nor the Town's requirement that driveways not open into right-hand turning lanes.

The submitted plans indicate two access points from Arapaho Road. While the property as it exists today, does not comply with certain design standards, the proposed additional access point, would take the property further out of compliance with the Town's design standards. Staff has expressed that only one driveway should be permitted along Arapaho Road, and that staff's preference is that the western drive be closed. This would bring the property into compliance with the Town's design standards and improve the safety of traffic flow in the area.

Looking ahead to the future development on the remainder of the vacant lot, closing the existing western driveway and creating a new driveway further east would also provide a joint access opportunity for that lot in a way that conforms to the Town's design standards.

Comprehensive Plan: The Comprehensive plan does not indicate a vision for the future of this particular property. The Plan establishes seven attributes of success that should be considered when evaluating current and proposed land uses to determine what is "highest and best" for a particular site. As detailed later in this report, staff believes that the proposed development ranks highly when using the Comprehensive Plan's seven attributes of success.

Staff believes that the proposed plan is in keeping with the overall goals and objectives established in the Comprehensive Plan.

RECOMMENDATION: **APPROVAL WITH CONDITIONS**

Staff recommends approval of the zoning change from an Industrial-1 (I-1) zoning district, to a Local Retail (LR) zoning district, approval of a Special Use Permit for the sale of beer and wine for off-premises consumption only, and approval of a Special Use Permit for a restaurant subject to the following conditions:

1. The property owner shall replat the properties prior to the issuance of a building permit.
2. The property owner shall remove the existing western access point on Arapaho Road, and provide the proposed eastern access point as the sole access point along Arapaho Road.
3. The property owner shall not use any terms or graphic depictions that relate to alcoholic beverages in any exterior signage.

Land Use Analysis

Attributes of Success Matrix

Race Trac, 15196 Marsh Lane

1769-Z

Attribute	Comment	Score
Competitive	This intersection is becoming increasingly busier. The proposed improvements and expansion would allow the property to remain competitive with respect to the market.	
Safe	The property will enhance the existing sidewalks by setting them back at least five feet from the street; this will allow for safer pedestrian travel.	
Functional	Based on the proposed site, landscape, drainage, and utility plans the project appears to be functional.	
Visually Appealing	All facades meet the masonry requirements for the Town and the additional landscaping on this property would maintain its visual appeal.	
Supported with Amenities	The site is not surrounded by many amenities.	
Environmentally Responsible	The plan meets the Town's landscaping requirements, but does not include other sustainable elements.	
Walkable	The proposed site and landscape plans meet the Town's requirements, but are not well connected to other uses.	
Overall Assessment	The proposed development represents the highest and best use of this site and complies with the Comprehensive Plan.	



Case 1769-Z/Race Trac

December 19, 2017

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on December 19, 2017, voted to recommend approval of an ordinance rezoning the vacant parcel located directly to the east of 15196 Marsh lane from Industrial-1 (I-1) to Local Retail (LR-1), approval of a Special Use Permit for the sale of beer and wine for off-premises consumption only, and approval of a Special Use Permit for a restaurant in order to allow the existing Race Trac gas station to expand their operations and to create outdoor patio seating, subject to the following conditions:

- The property owner shall replat the property prior to the issuance of a building permit.
- The applicant shall not use any terms or graphic depictions that relate to alcoholic beverages in any exterior signage.
- The Town of Addison Staff shall review the recently submitted traffic engineering study with the applicant to determine if a variance is warranted for a second access point to the property.

Voting Aye: Griggs, Meleky, Morgan, Robinson, Schaeffer,

Voting Nay: Groce, Wheeler

Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: none

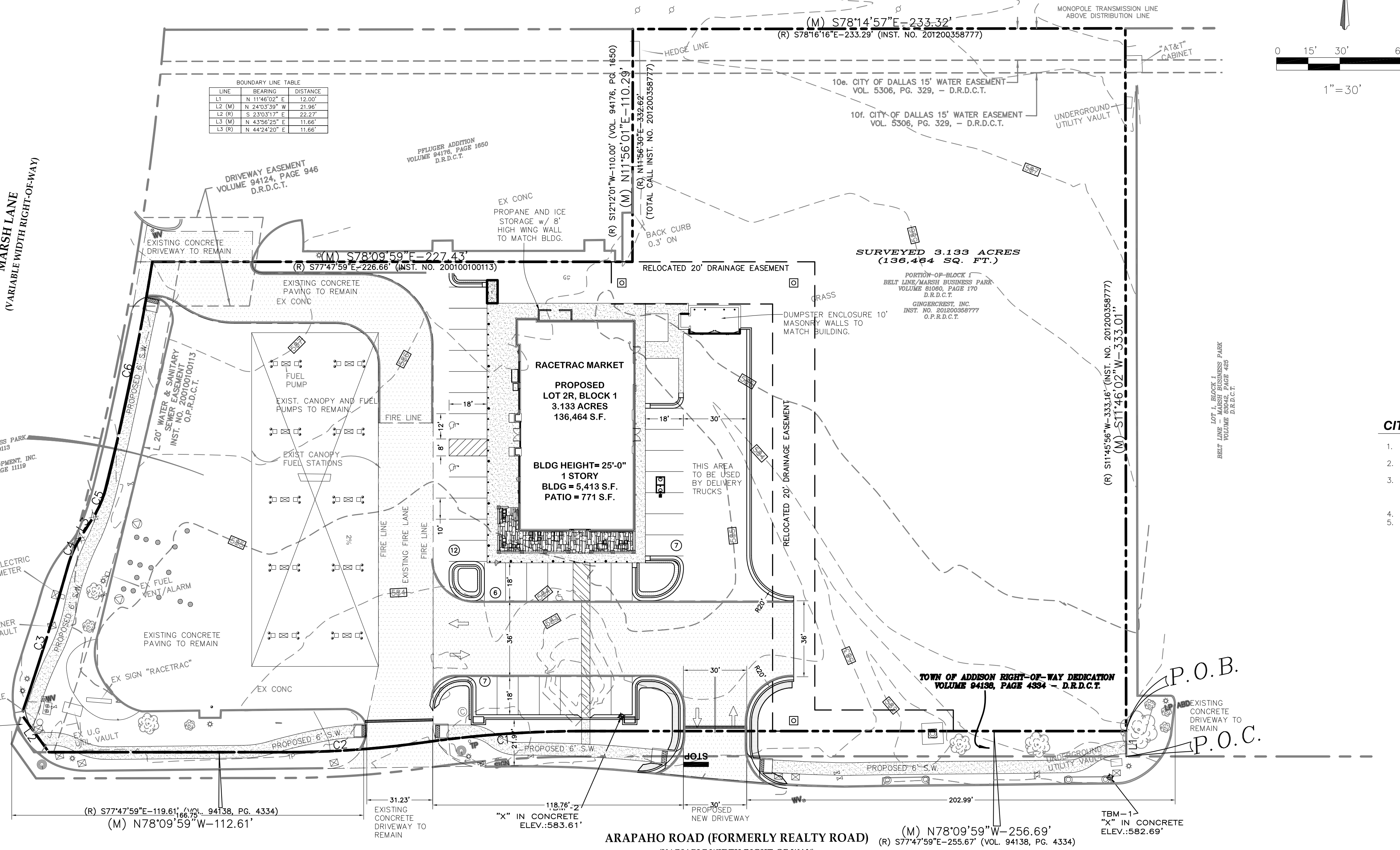
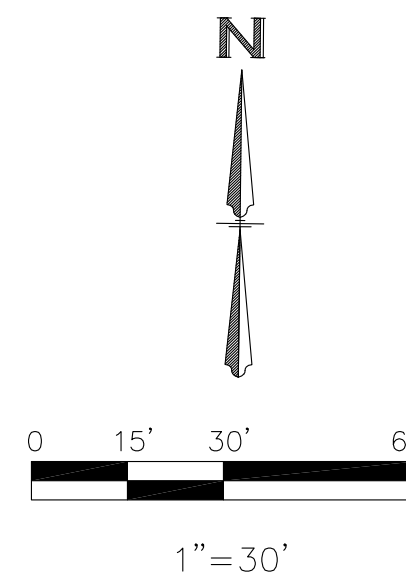
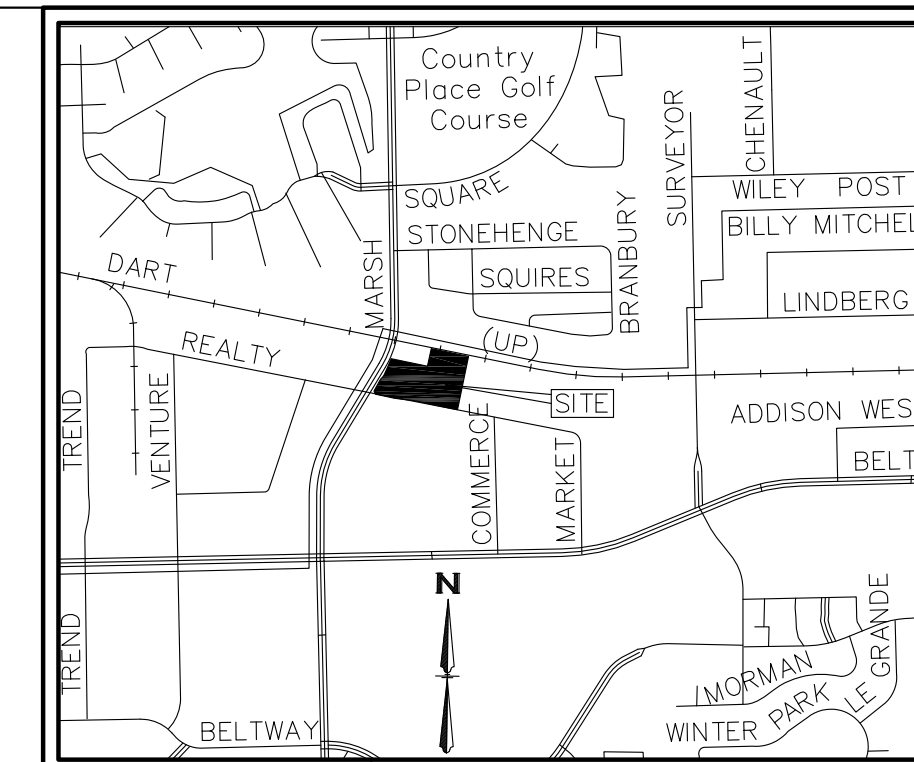
On: none

Against: none

CURVE			DELTA			RADIUS			LENGTH		
C1 (M)	87°06'35"	542.00'	76.72'	C3 (M)	31°22'27"	1323.24'	74.07'	C5 (M)	18°12'31"	50.00'	15.89'
	CHORD BEARING		CHORD		CHORD BEARING		CHORD		CHORD BEARING		CHORD
CURVE			DELTA			RADIUS			LENGTH		
C1 (R)	87°06'35"	542.00'	76.72'	C3 (R)	95°32'36"	1323.24'	228.48'	C5 (R)	18°12'43"	50.00'	15.89'
	CHORD BEARING		CHORD		CHORD BEARING		CHORD		CHORD BEARING		CHORD
CURVE			DELTA			RADIUS			LENGTH		
C2 (M)	87°06'35"	458.00'	64.83'	C4 (M)	18°28'38"	50.00'	14.30'	C6 (M)	4°40'24"	1331.24'	108.58'
	CHORD BEARING		CHORD		CHORD BEARING		CHORD		CHORD BEARING		CHORD
CURVE			DELTA			RADIUS			LENGTH		
C2 (R)	87°06'35"	458.00'	64.83'	C4 (R)	18°28'45"	50.00'	14.30'	C6 (R)	4°40'24"	1331.24'	108.58'
	CHORD BEARING		CHORD		CHORD BEARING		CHORD		CHORD BEARING		CHORD

BOUNDARY LINE TABLE	
LINE	BEARING DISTANCE
L1	N 11°46'02" E 12.00'
L2	N 24°03'39" W 21.96'
L3	S 23°03'17" E 22.27'
L3 (M)	N 43°56'25" E 11.66'
L3 (R)	N 44°24'20" E 11.66'

ST. LOUIS & SOUTHWESTERN RAILROAD
(100' RIGHT-OF-WAY)



SITE LEGEND (PROPOSED):

- PROPERTY LINE
- PROPOSED PARKING STALLS
- EXISTING TREES TO REMAIN

- CITY OF ADDISON SITE PLAN NOTES:**
- ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
 - OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 - BUILDINGS WITH AN AGGREGATE SUM OF 5,000 S.F. OR GREATER ON A LOT SHALL HAVE AUTOMATIC FIRE SPINKLERS INSTALLED THROUGHOUT ALL STRUCTURES. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
 - ALL SIGNAGE IS SUBJECT TO TOWN APPROVAL.
 - ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING INSPECTION DIVISION APPROVAL.

SITE DATA TABLE

LAND AREA	3.133 ACRES, 136,464 S.F.
ZONING	LR AND I-1
BUILDING AREA	5,413 S.F.
BLDG. LOT COVERAGE	4%
PATIO AREA	771 S.F.
PARKING REQUIRED	
BUILDING (RETAIL 5,111 SF)	26 SPACES
BUILDING (RESTAURANT 302 SF)	5 SPACES
771 s.f. PATIO @ 1/70 s.f.	11 SPACES
TOTAL REQUIRED PARKING	42 SPACES
PARKING PROVIDED	
STANDARD PARKING SPACES	30 SPACES
HC PARKING PROVIDED	2 SPACES
PARKING PROVIDED (NO. OF PUMPS)	20 SPACES
TOTAL PARKING PROVIDED	52 SPACES

BENCHMARK

BENCHMARK NO. 1 - "X" CUT IN CONCRETE STORM INLET ON NORTH SIDE OF ARAPAHO ROAD APPROXIMATELY 575' EAST OF THE CENTERLINE INTERSECTION OF ARAPAHO ROAD AND MARSH LANE. ELEV.: 582.69'

BENCHMARK NO. 2 - "X" CUT IN CONCRETE GRATE INLET APPROXIMATELY 360' EAST OF THE CENTERLINE INTERSECTION OF ARAPAHO ROAD AND MARSH LANE. ELEV.: 583.61'

ELEVATIONS ARE NAVD88 BASED ON GPS OBSERVATIONS.



ENGINEER
THE BOUSQUET GROUP, INC.
505 SIMMONS STREET
DENTON, TX 76205
TRAVIS BOUSQUET, PE
PHONE: (940) 566-0088
travis@tbgolutions.com

OWNER/DEVELOPER
RACETRAC PETROLEUM, INC.
200 GALLERIA PARKWAY SE, STE. 900
ATLANTA, GEORGIA 30339
MR. ANDREW MÄLZER
(706) 288-7672

CONCEPT SITE PLAN

LOT 2, BLOCK 1 OF THE
BELTLINE/MARSH BUSINESS PARK ADDITION
D. MYERS SURVEY, ABSTRACT 923
TOWN OF ADDISON
DALLAS COUNTY, TEXAS
3.133 ACRES - 136,464 S.F.
TOWN PROJECT #17-14

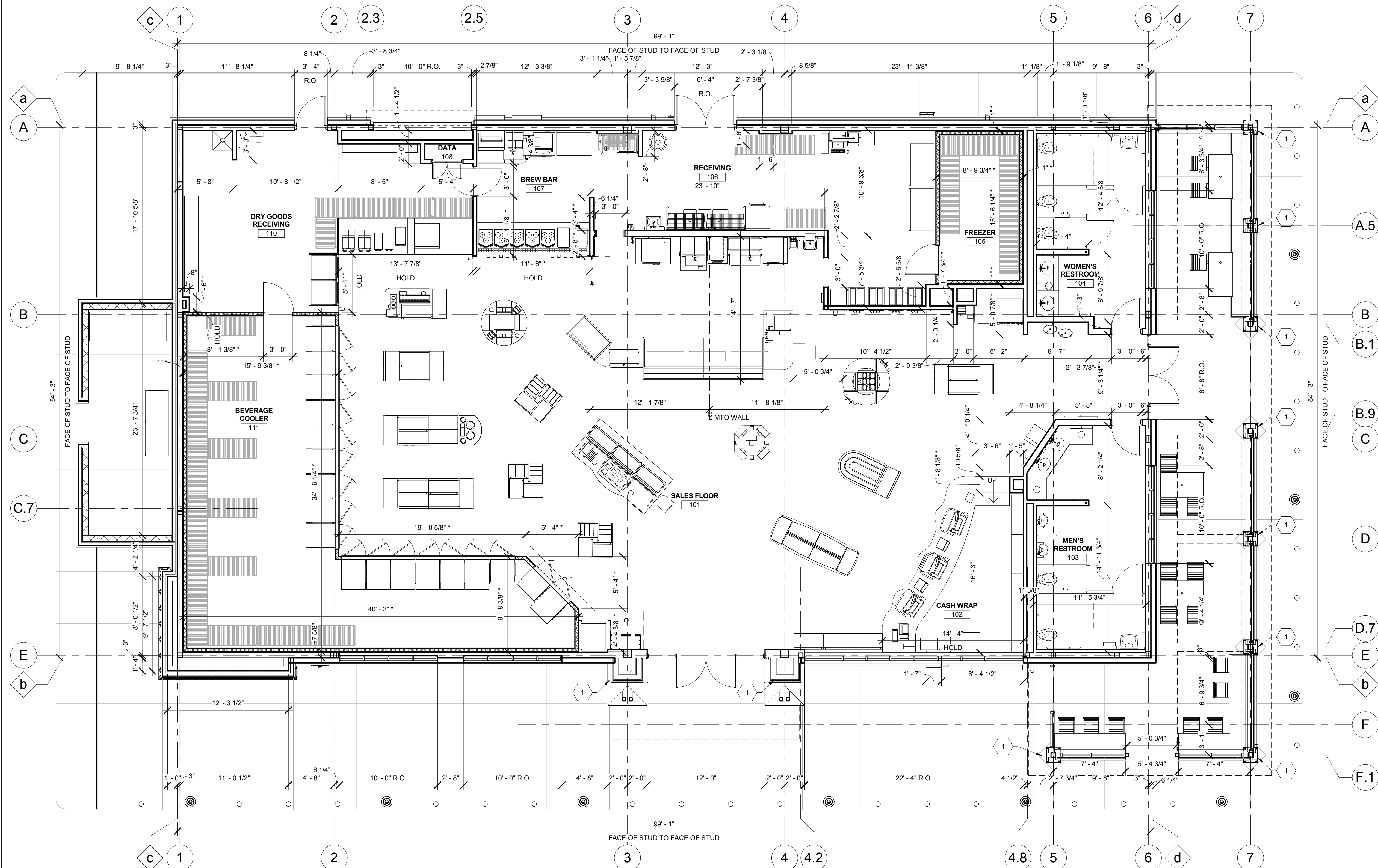
CONCEPT SITE PLAN

RACETRAC
Beltime/Marsh Business Park
Lot 2, Block 1
3.133 Ac. - Zoned: Light Retail
Addison, Texas

THESE PLANS ARE SUBJECT TO FEDERAL COPYRIGHT LAWS. ANY USE OF SAME WITHOUT THE EXPRESSED WRITTEN PERMISSION OF RACETRAC PETROLEUM, INC. IS PROHIBITED.

The Bousquet Group, Inc.
501 S. Carroll Blvd.
Site 201
Denton, TX 76201
940.566.0088
940.566.0088 fax
Texas Firm No. F-8942

DATE: Dec 14, 2017
SCALE: 1"=30'
DRAWN-BY: TJB
DRAWING NAME:
C-1.1
SHEET NO. VERSION



GENERAL NOTES

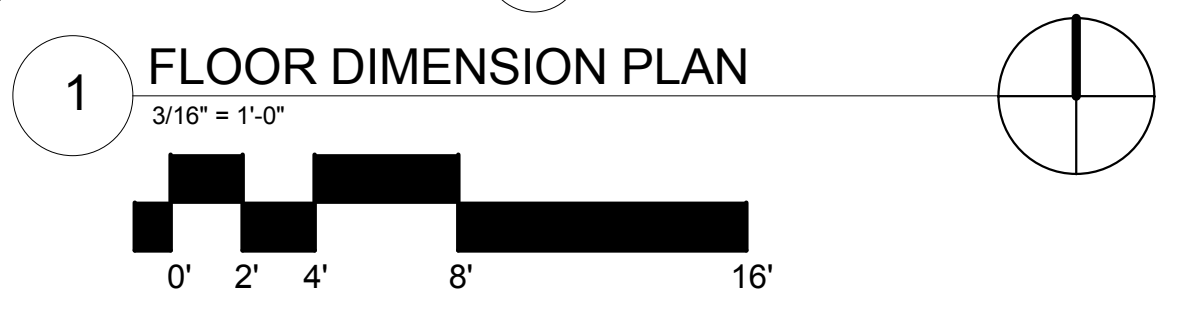
- ALL DIMENSIONS ARE TO FACE OF STUD UNLESS NOTED OTHERWISE (U.N.O) AN INDICATED WITH AN ASTERISK (*)
- ALL DIMENSIONS NOTED TO BE FIELD VERIFIED ARE CRITICAL TO THE FLOOR PLAN LAYOUT. G.C. TO FIELD VERIFY ALL DIMENSIONS AND NOTIFY ARCHITECT WITH ANY DISCREPANCIES.

FLOOR PLAN KEYNOTES

- REFER TO REFERENCE PLAN FOR DETAIL REFERENCES AND DETAIL SHEETS FOR DIMENSIONS.

FLOOR DIMENSION PLAN LEGEND

R.O. ROUGH OPENING

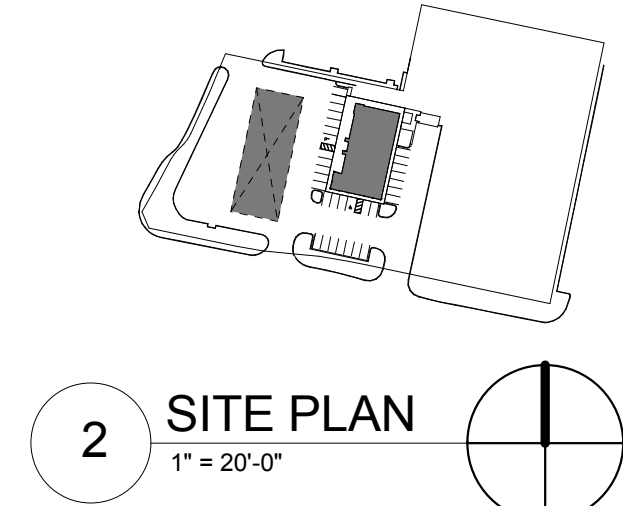


BUILDING AREA CALCULATIONS:

INTERIOR:	
CUSTOMER/RETAIL AREA:	2,754 SF
WORK ROOM/COOLER/FREEZER:	2,173 SF
CASH WRAP:	184 SF
FOOD AREA:	302 SF
EXTERIOR:	
PATIO EXTERIOR SEATING:	771 SF
TOTAL:	6,182 SF

PROPOSED SEATS:

INSIDE:	0
OUTSIDE:	23
TOTAL:	23



ISSUE/REVISION RECORD

DATE	DESCRIPTION
08.15.17	PRELIM. PACKAGE
12.07.17	PRELIM. PACKAGE

PROJECT NAME
MARSH LANE

ADDISON TEXAS
 15196 MARSH LANE

RACETRAC STORE NUMBER
#064

PROTOTYPE SERIES 5.5K
 2017 BR-RH-MO-M 0603

PLAN MODIFICATION NOTICE
 SPB NO. 0603 DATE 08.15.17

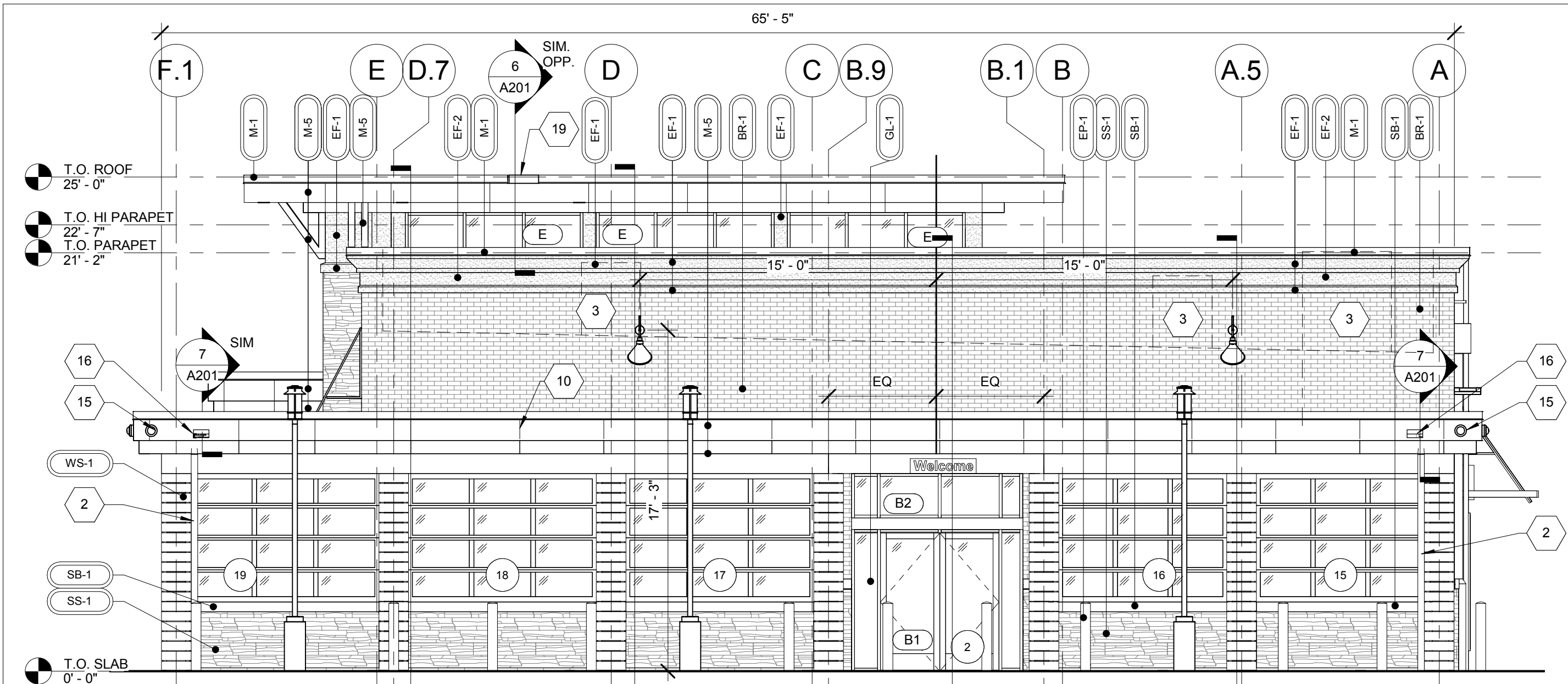
STANDARD PLAN BULLETINS (SPB) MODIFY THE PROTOTYPE SERIES SET NOTED ABOVE. THE LISTED SPB REPRESENTS THE LATEST MODIFICATION INCORPORATED TO THIS PROTOTYPE SERIES SET AT ORIGINAL RELEASE. THE ISSUE/REVISION RECORD COLUMN ABOVE LISTS ANY REVISIONS OR SPB INCORPORATED IN THIS SET AFTER THE ORIGINAL RELEASE. CONTACT RACETRAC ENGINEERING AND CONSTRUCTION FOR ANY SUBSEQUENT BULLETINS NOT INCORPORATED HEREIN.

PROFESSIONAL SEAL

PROJECT NUMBER
 2017157.69

SHEET TITLE
FLOOR DIMENSION PLAN

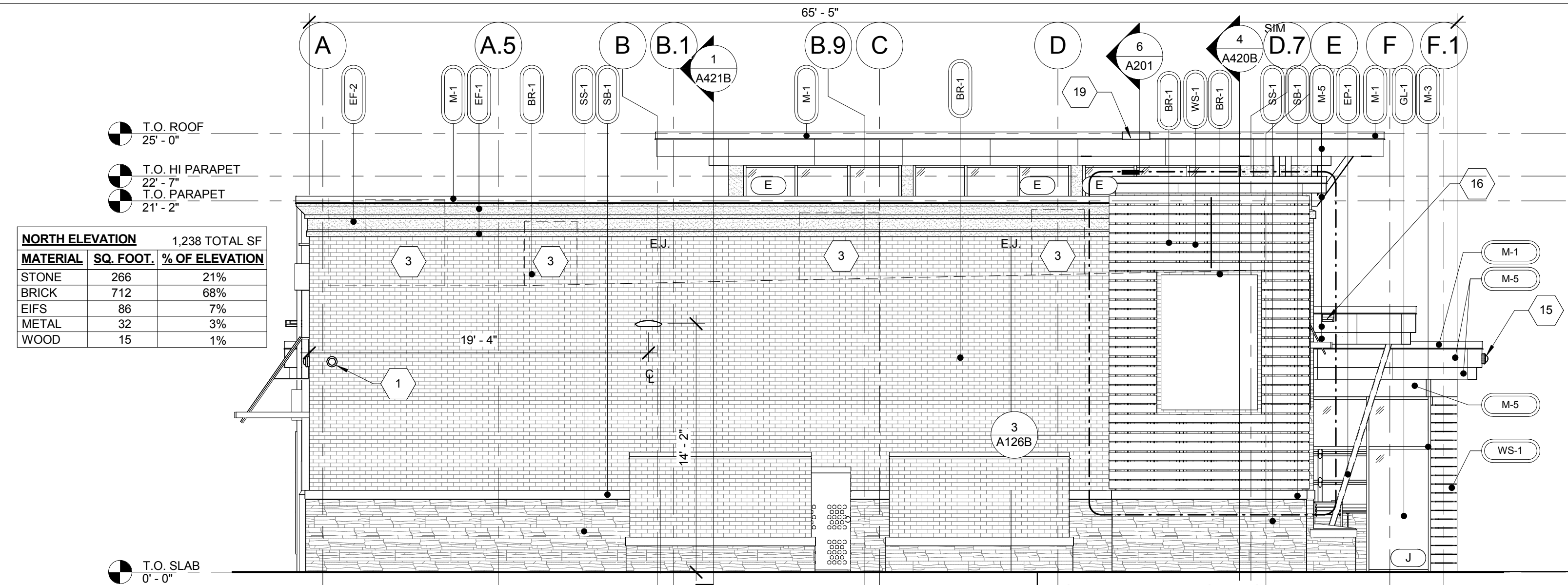
SHEET NUMBER
A120



4 SOUTH ELEVATION (RIGHT)
3/16" = 1'-0"

SOUTH ELEVATION 949 TOTAL SF

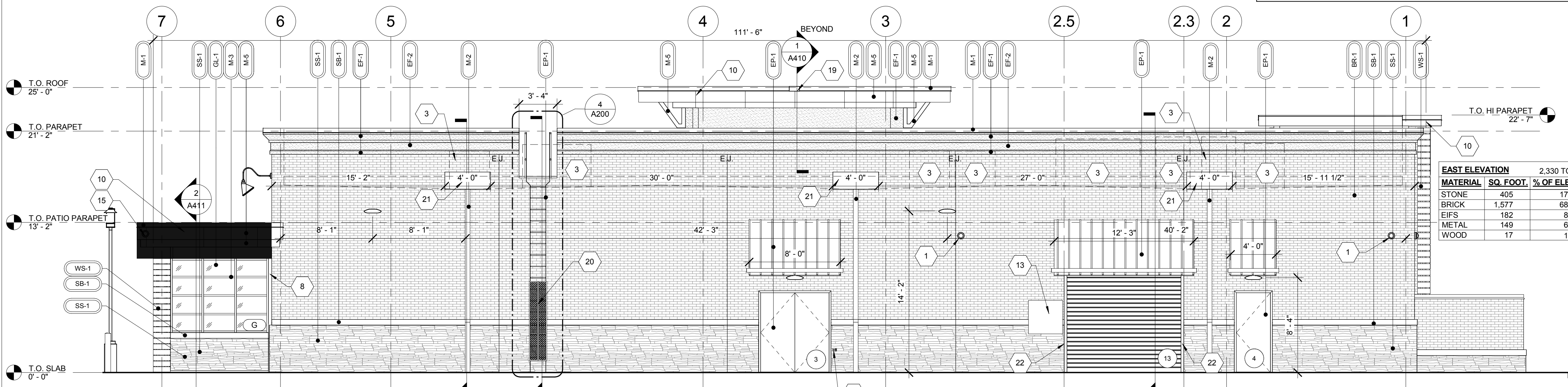
MATERIAL	SQ. FOOT.	% OF ELEVATION
STONE	163	17%
BRICK	596	63%
EIFS	104	11%
METAL	60	6%
WOOD	26	3%



3 NORTH ELEVATION (LEFT)
3/16" = 1'-0"

NORTH ELEVATION 1,238 TOTAL SF

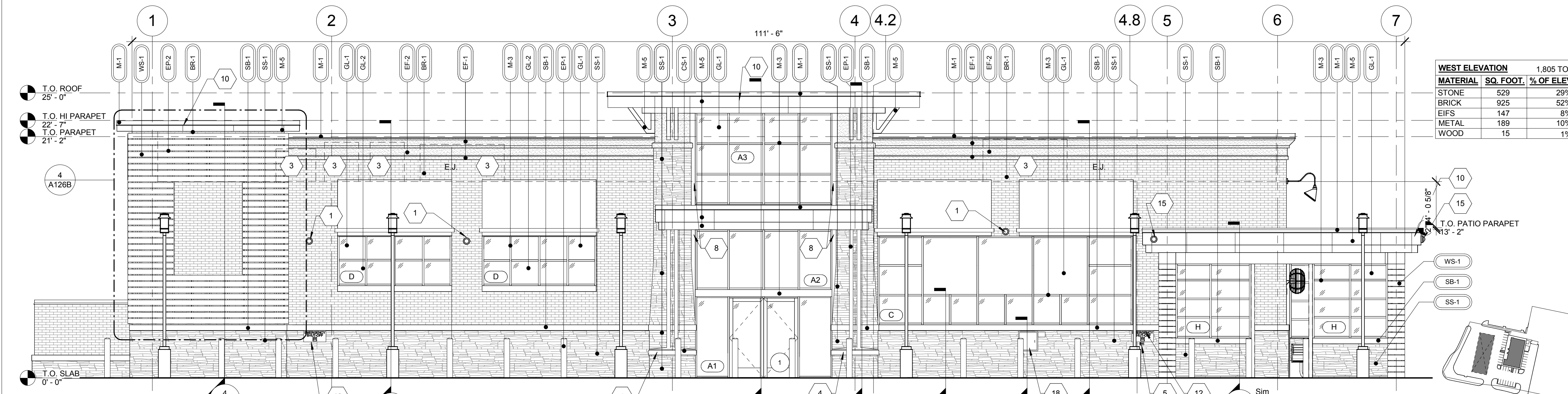
MATERIAL	SQ. FOOT.	% OF ELEVATION
STONE	266	21%
BRICK	712	68%
EIFS	86	7%
METAL	32	3%
WOOD	15	1%



2 EAST ELEVATION (REAR)
3/16" = 1'-0"

EAST ELEVATION 2,330 TOTAL SF

MATERIAL	SQ. FOOT.	% OF ELEVATION
STONE	405	17%
BRICK	1,577	68%
EIFS	182	8%
METAL	149	6%
WOOD	17	1%



1 WEST ELEVATION (FRONT)
3/16" = 1'-0"

WEST ELEVATION 1,805 TOTAL SF

MATERIAL	SQ. FOOT.	% OF ELEVATION
STONE	529	29%
BRICK	925	52%
EIFS	147	8%
METAL	189	10%
WOOD	15	1%

- FACADE PLAN NOTES**
- THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.
 - ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE.
 - WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
 - ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES.
 - ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL.

- GENERAL NOTES**
- CONTRACTOR SHALL VERIFY ALL EXTERIOR MATERIAL COLORS AND FINISHES WITH THE ARCHITECT. ANY DISCREPANCIES NOTED SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT FOR CLARIFICATION.
 - PROVIDE EXPANSION JOINTS (EJ) AT ALL LOCATIONS WHERE EIFS ABUTS A DISSIMILAR MATERIAL OR WHERE OTHERWISE REQUIRED BY MANUFACTURER.
 - PROVIDE EXPANSION JOINTS (EJ) AS LOCATED ON EXTERIOR ELEVATIONS. SPECIFICATION FOR JOINT SEALANT SHALL BE ADOBE TAN SL-2 BY TREMCO.
 - MAXIMUM SPACING OF CONTROL JOINTS SHALL BE 20'-0" O.C.
 - REFER TO LIGHTING PLANS FOR FUTURE LOCATION AND SCHEDULE.
 - REFER TO STRUCTURAL DRAWINGS FOR JOIST AND BEAM BEARING AND FOR FOUNDATIONS.
 - REFER TO REFLECTED CEILING PLANS FOR COMPLETE DIMENSIONS OF ACM JOINT LOCATIONS.

- ELEVATION KEY NOTES**
REFER TO SHEET A301 FOR KEYNOTES NOT SHOWN ON THIS SHEET.
- WALL MOUNTED SECURITY CAMERA
 - 3" SQUARE DOWNSPOUT. REFER TO CIVIL DRAWINGS FOR CONNECTIONS.
 - MECHANICAL EQUIPMENT BEYOND
 - REFER TO DETAILS FOR CAST STONE SHAPES.
 - HOSE BIBB; REFER TO PLUMBING DRAWINGS.
 - CEILING FAN; REFER TO SPECIFICATIONS.
 - NOT USED.
 - BRONZE BREAK METAL WRAP AT WINDOW JAMB, TYPICAL.
 - ROOFING MEMBRANE TO BE RUN UP CLERESTORY TO UNDERSIDE OF WINDOW. REFER TO WALL SECTIONS.
 - ACM PANEL REVEAL LINE. REFER TO REFLECTED CEILING PLAN FOR DIMENSIONS. NOT USED.
 - EMERGENCY FUEL SHUT OFF SWITCH. MOUNT TOP OF SIGN AT 50" A.F.F.
 - LOCATION OF ELECTRICAL SERVICE C/T AND METER.
 - GENERATOR TAP BOX - SEE ELECTRICAL FOR LOCATION.
 - SECURITY CAMERA MOUNTED TO PATIO FASCIA
 - OVERFLOW SPILL SCUPPER.
 - PACKAGE PASSER. REFER TO EQUIPMENT PLAN.
 - SPILL SCUPPER. REFER TO DETAIL.
 - PROVIDE METAL GUARD GATE AT LADDER TO 8' AFF WITH LOCKING HASP.
 - 4'-0" WIDE x 1'-7" HIGH SCUPPER. REFER TO DETAILS 9 AND 10 ON SHEET A201.
 - STOP STONE 6" BEFORE ROUGH OPENING

EXTERIOR MATERIAL SCHEDULE

AWNING	ALUMINUM AWNING	SELECTED BY RACETRAC
BRICK	BORAL	LAREDO BRICK
CAST STONE	MATCH BORAL TUSCAN LINTEL CHAMPAGNE	COLOR 1102 NATURAL STONE; MORTAR COLOR 'LIGHT BUFF'
EIFS	STO	STO THERM CI
GLAZING	1" NON-IMPACT RATED INSULATED GLAZING	CLIMATE ZONES 2 OR 3. IGU AT STOREFRONT 0.28 U-FACTOR, SHGC PF=0.25+0.27 (1/4" PPG SOLARBAN 70-XL LOW-E #2 +1/2" AIR + 1/4" CLEAR) OR APPROVED ALTERNATE
METAL	M-1	PREFINISHED* 2-PIECE COMPRESSION METAL COVER
M-2	VISTAWALL (OR APPROVED ALTERNATE)	FG-3000 STOREFRONT SYSTEM. DARK BRONZE (OR APPROVED ALTERNATE)
M-3	REYNOBOND	METAL TO MATCH STOREFRONT
M-4	BORAL	TRUXTERIOR DOUBLE-4 BEADBOARD
PAINT	EP-1	SHERWIN WILLIAMS EXTERIOR PAINT TO MATCH DARK BRONZE
EP-2	SHERWIN WILLIAMS	EXTERIOR PAINT AS SELECTED BY RACETRAC
ROOFING	DURO DUROLAST	50 MIL MEMBRANE ROOFING SYSTEM
STACKED STONE	SS-1	BORAL ASPEN COUNTRY LEDGESTONE
STONE BAND	SB-1	BORAL TUSCAN LINTEL CHAMPAGNE
WOOD SLATS	WS-1	COMPACTWOOD 1/2" THICKNESS

5 SITE PLAN
1" = 20'-0"

ISSUE/REVISION RECORD

DATE	DESCRIPTION
08.15.17	PRELIM. PACKAGE
12.07.17	PRELIM. PACKAGE

PROJECT NAME
MARSH LANE

ADDISON TEXAS
 15196 MARSH LANE

RACETRAC STORE NUMBER
#064

PROTOTYPE SERIES 5.5K
 2017 BR-RH-MO-M 0603

PLAN MODIFICATION NOTICE
 SPB NO. 0603 DATE 08.15.17

STANDARD PLAN BULLETINS (SPB) MODIFY THE PROTOTYPE SERIES SET NOTED ABOVE. THE LISTED SPB REPRESENTS THE LATEST MODIFICATION INCORPORATED TO THIS PROTOTYPE SERIES SET AT ORIGINAL RELEASE. THE ISSUE/REVISION RECORD COLUMN ABOVE LISTS ANY REVISIONS OR SPB INCORPORATED IN THIS SET AFTER THE ORIGINAL RELEASE. CONTACT RACETRAC ENGINEERING AND CONSTRUCTION FOR ANY SUBSEQUENT BULLETINS NOT INCORPORATED HEREIN.

PROFESSIONAL SEAL

PROJECT NUMBER
 2017157.69

SHEET TITLE
EXTERIOR ELEVATIONS

SHEET NUMBER
A300B

SOLID SOD NOTES

- 1. Fine grade areas to achieve final contours indicated. Leave areas to receive topsoil 3" below final desired grade in planting areas and 1" below final grade in turf areas.
- 2. Adjust contours to achieve positive drainage away from buildings. Provide uniform rounding at top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
- 3. All lawn areas to receive solid sod shall be left in a maximum of 1" below final finish grade. Contractor to coordinate operations with on-site Construction Manager.
- 4. Contractor to coordinate with on-site Construction Manager for availability of existing topsoil.
- 5. Plant sod by hand to cover indicated area completely. Insure edges of sod are touching. Top dress joints by hand with topsoil to fill voids.
- 6. Roll grass areas to achieve a smooth, even surface, free from unnatural undulations.
- 7. Water sod thoroughly as sod operation progresses.
- 8. Contractor shall maintain all lawn areas until final acceptance. This shall include, but not limited to: mowing, watering, weeding, cultivating, cleaning and replacing dead or bare areas to keep plants in a vigorous, healthy condition.
- 9. Contractor shall guarantee establishment of an acceptable turf area and shall provide replacement from local supply if necessary.
- 10. If installation occurs between September 1 and March 1, all sod areas to be over-seeded with Winter Ryegrass, at a rate of (4) pounds per one thousand (1000) square feet.

DEMOLITION NOTES

- 1. Provide demolition, salvage and protection of existing structures, surfaces and trees as shown on the drawings.
- 2. Before submitting proposal, visit and examine site to determine actual nature and scope of demolition and salvage work. Claims for extra compensation on account of additional labor materials or equipment required for difficulties encountered in demolition and salvage will not be recognized.
- 3. Prior to demo, disconnect and cap off utilities and services lines not required for new construction in accordance with requirements of governing authorities ordinances and regulations.
- 4. Erect necessary barricades, storing and protective measures as required.
- 5. Materials and debris resulting from demolition operations become the property of the Contractor. Please remove from site.
- 6. Remove pavements, and structures to the depths of their sub-structure.
- 7. Leave construction area clean and ready to use by other trades.
- 8. Remove pavement sub-base to the depth of the base materials.
- 9. Do not remove or damage trees unless noted to be removed. All tree protection devices shall be in place prior to demolition activities. Any demolition activities required within the dripline of trees to be saved shall be carefully removed by hand labor. Report any tree damage to the Landscape Architect.
- 10. Prior to beginning demolition, Contractor shall provide coverings for existing site elements remaining to prevent damage. Any site elements scheduled to remain which are damaged by the Contractor's activities shall be required at the Contractor's expense.
- 11. Provide demolition of existing site items as shown on the drawings. Completely remove items to 8" below grade and haul away all refuse.

EXISTING TREE PRUNING NOTES

- 1. Contractor shall provide a Class 'B' pruning on all existing trees.
- 2. This shall include at a minimum: removal of dead, dying, diseased weak branches, along main trunk structure and within branching area.
- 3. Contractor shall include deep root feeding and invigoration of existing trees. This shall be organic based nutrients based for root growth and leaf growth stimulation.
- 4. Contractor shall be required to chip all removed branches, leaves, etc.

IRRIGATION REPAIR SPECIFICATIONS

- 1. Contractor shall perform site visit prior to bidding and construction, to review extent of existing irrigation system.
- 2. Contractor shall be responsible for verifying conditions of existing irrigation system. Contractor shall be responsible for maintaining the integrity of existing irrigation where possible, and if not, repair as needed, including but not limited to irrigation controller, meter, steering, etc.

MAINTENANCE NOTES

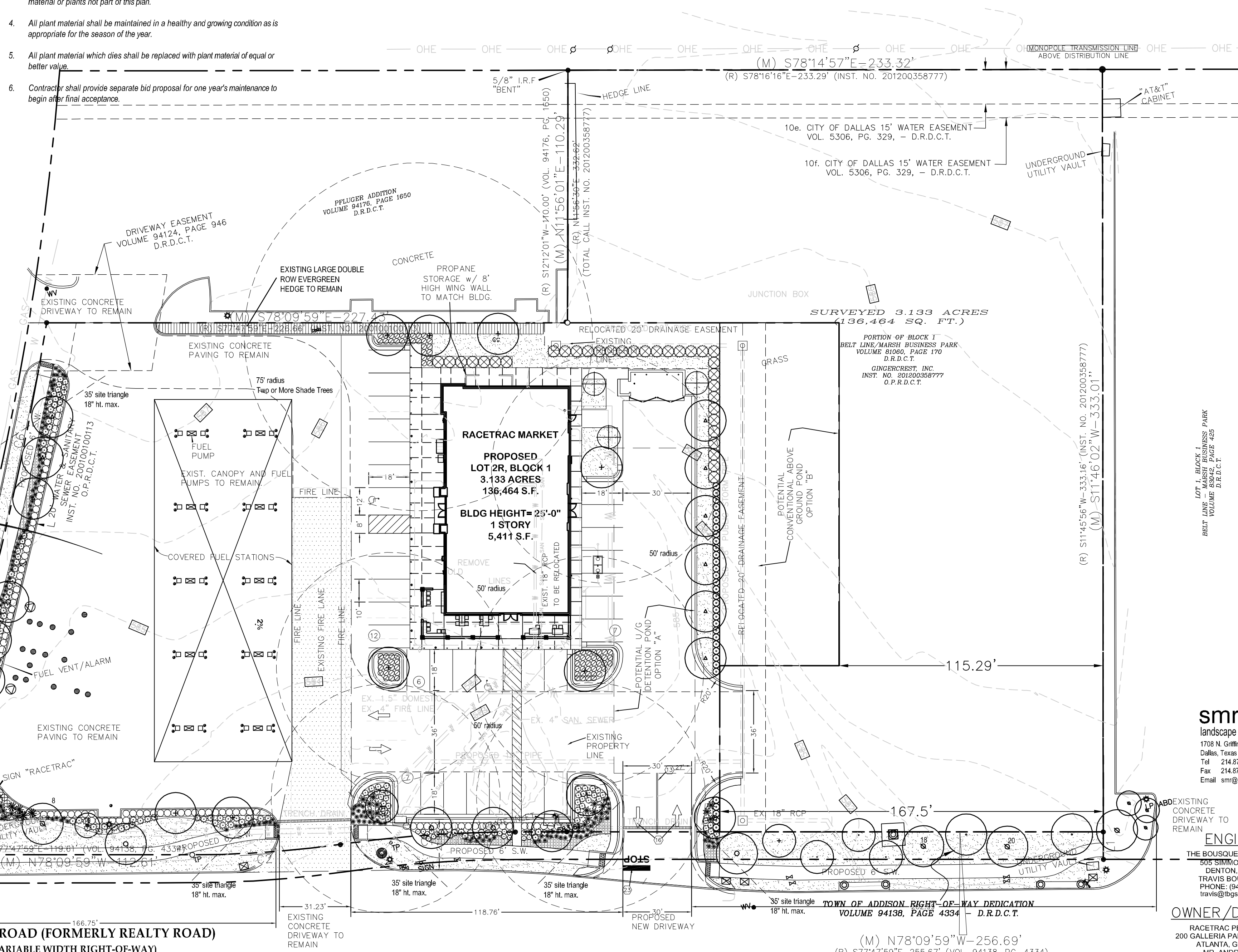
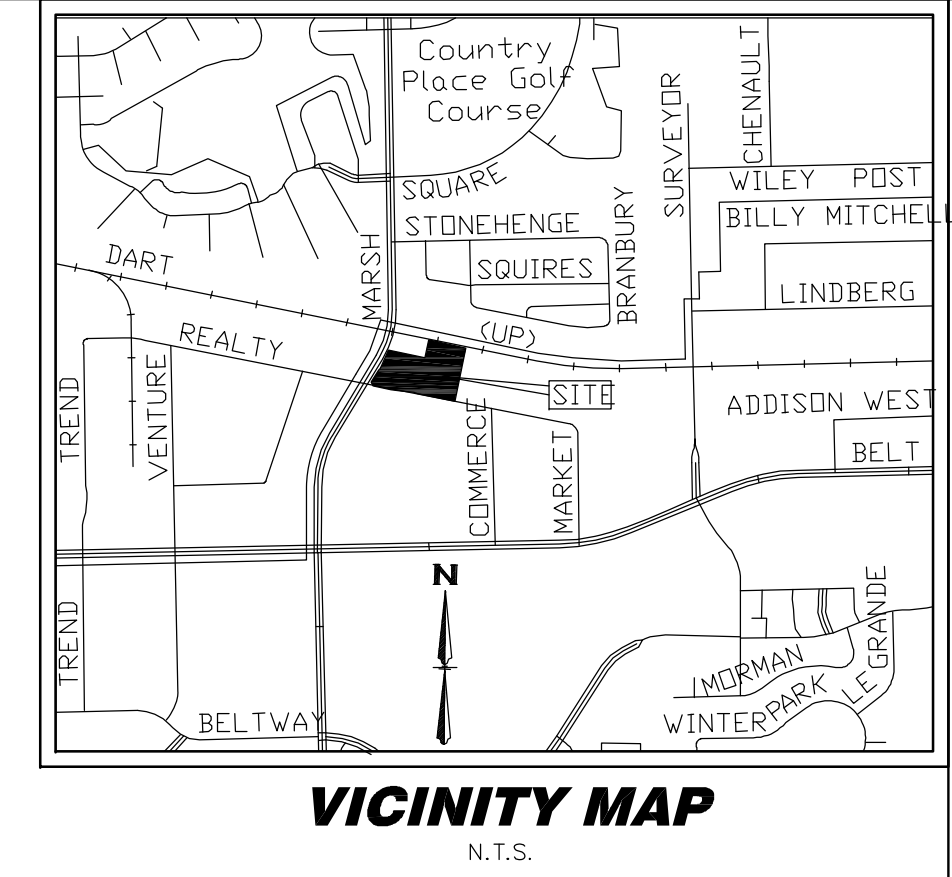
- 1. The Owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance of all landscape.
- 2. All landscape shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding and other such activities common to landscape maintenance.
- 3. All landscape areas shall be kept free of trash, litter, weeds and other such material or plants not part of this plan.
- 4. All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year.
- 5. All plant material which dies shall be replaced with plant material of equal or better value.
- 6. Contractor shall provide separate bid proposal for one year's maintenance to begin after final acceptance.

LANDSCAPE NOTES

- 1. Contractor shall verify all existing and proposed site elements and notify Architect of any discrepancies. Survey data of existing conditions was supplied by others.
- 2. Contractor shall locate all existing underground utilities and notify Architect of any conflicts. Contractor shall exercise caution when working in the vicinity of underground utilities.
- 3. Contractor is responsible for obtaining all required landscape and irrigation permits.
- 4. Contractor to provide a minimum 2% slope away from all structures.
- 5. All planting beds and lawn areas to be separated by steel edging. No steel to be installed adjacent to sidewalks or curbs.
- 6. All landscape areas to be 100% irrigated with an underground automatic irrigation system and shall include rain and freeze sensors.
- 7. All lawn areas to be Solid Sod Bermudagrass, unless otherwise noted on the drawings.

GENERAL LAWN NOTES

- 1. Fine grade areas to achieve final contours indicated on civil plans.
- 2. Adjust contours to achieve positive drainage away from buildings. Provide uniform rounding at top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
- 3. All lawn areas to receive solid sod shall be left in a maximum of 1" below final finish grade. Contractor to coordinate operations with on-site Construction Manager.
- 4. Imported topsoil shall be natural, friable soil from the region, known as bottom and soil, free from lumps, clay, toxic substances, roots, debris, vegetation, stones, containing no salt and black to brown in color.
- 5. All lawn areas to be fine graded, irrigation trenches completely settled, and finish grade approved by the Owner's Construction Manager or Architect prior to installation.
- 6. All rocks 3/4" diameter and larger, dirt clods, sticks, concrete spoils, etc. shall be removed prior to placing topsoil and any lawn installation.
- 7. Contractor shall provide (1") inch of imported topsoil on all areas to receive lawn.

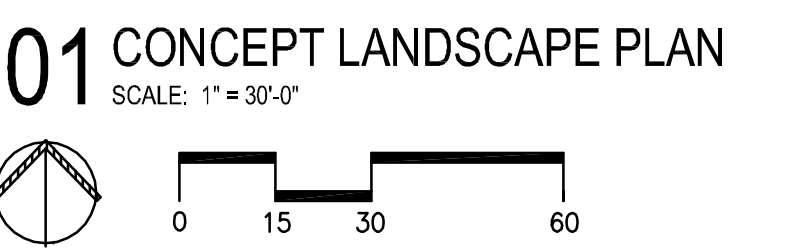


LANDSCAPE TABULATIONS

REQUIREMENTS	PROVIDED
SITE REQUIREMENTS Requirements: 20% of gross site to be landscape Total Site: 81,266 s.f. Required 16,253 s.f. (20%)	Provided 20,315 s.f. (24.9%)
STREET FRONTAGE Requirements: 20' buffer along street; frontage (1) tree 4" cal. per 30 l.f., (8) shrubs per 20 l.f.	Provided (2) ex. trees, 3" cal.- 8" cal. (5) new trees, 6" cal. (93) shrubs, 5 gal.
Marsh Lane: 224.63 l.f. Required (7) trees, 4" cal. (90) shrubs, 5 gal.	Provided (2) ex. trees, 3" cal.- 8" cal. (5) new trees, 6" cal. (93) shrubs, 5 gal.
Arapaho Road: 532.94 l.f. Required (12) trees, 4" cal. (146) shrubs, 5 gal.	Provided (2) ex. trees, 3" cal.- 8" cal. / (10) new trees, 6" cal. (146) shrubs, 5 gal.
PARKING LOT SCREEN Requirements: 20" ht., 3" o.c., Provided: 36" ht., 3" o.c. linear row	Provided (6) trees, 4" cal. (68) shrubs, 5 gal.
PARKING LOT PERIMETER LANDSCAPE Requirements: 5' wide buffer, (1) 4" cal. tree per 35 l.f. and (1) shrub per 3 l.f.	Provided (6) trees, 4" cal. (68) shrubs, 5 gal.
East Property Line: 195 l.f. Required (6) trees, 4" cal. (65) shrubs, 5 gal.	Provided (2) trees, 6" cal. (20) shrubs, 5 gal.
North Property Line: 33 l.f. Required (1) trees, 4" cal. (11) shrubs, 5 gal.	Provided (2) trees, 6" cal. (20) shrubs, 5 gal.
PARKING LOT - INTERIOR LANDSCAPE Requirement: 5% of the parking area must be landscape Parking lot: 19,072 s.f. Required 954 s.f. (5%)	Provided 1,215 s.f. (4.3%)
PARKING LOT Requirement: (1) tree per 10 regular spaces Total Parking: 26 spaces Required (3) trees	Provided (4) trees, 4" cal.

GRAPHIC PLANT LEGEND

- EXISTING TREE TO REMAIN
- CEDAR ELM, 6" cal.
- BALD CYPRESS, 6" cal.
- HIGH RISE LIVE OAK, 6" cal.
- CHINESE PISTACHE, 6" cal.
- CREPE MYRTLE, 2" cal.
- CREPE MYRTLE, 5" cal.
- TREE YAUPON HOLLY, 2" cal.
- NELLIE R. STEVENS HOLLY, 7" ht.
- Japanese Ligustrum, 5 gal.
- Dwarf Abelia, 5 gal.
- Gulf Muhly, 5 gal.
- Red Yucca, 3 gal.
- Needlepoint Holly, 5 gal.
- Dwarf Texas Sage, 5 gal.
- Indian Hawthorne, 5 gal.
- Rosemary, 3 gal.
- Salvia 'Navajo White', 3 gal.
- Little Bunny Grass, 3 gal.
- LAWN, BERMUDAGRASS, SOLID SOD
- SEASONAL COLOR
- WEDELIA



CONCEPT LANDSCAPE PLAN

LOT 2, BLOCK 1 OF THE BELTLINE/MARSH BUSINESS PARK ADDITION
D. MYERS SURVEY, ABSTRACT 923
TOWN OF ADDISON
DALLAS COUNTY, TEXAS
3.133 ACRES - 136,464 S.F.
TOWN PROJECT #17-14

smr
landscape architects, inc.
1708 N. Griffin Street
Dallas, Texas 75202
Tel 214.871.0083
Fax 214.871.0546
Email smr@smr4.com

ENGINEER
THE BOUSQUET GROUP, INC.
505 SIMMONS STREET
DENTON, TX 76205
TRAVIS BOUSQUET, P.E.
PHONE: (940) 566-0088
travis@bgsolutions.com

OWNER/DEVELOPER
RACETRAC PETROLEUM, INC.
200 GALLERIA PARKWAY SE, STE. 900
ATLANTA, GEORGIA 30339
MR. ANDREW MALZER
(770) 288-7672

NO.	DATE
1	

The Bousquet Group, Inc.
501 S. Carroll Blvd.
Ste. 201
Denton, TX 76201
940.566.0088
940.566.0088 fax
Texas Firm No. F-8942

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LANDSCAPE PLAN
RACETRAC
Beltline/Marsh Business Park
Lot 2, Block 1
3.133 Ac. - Zoned: Light Retail
Addison, Texas

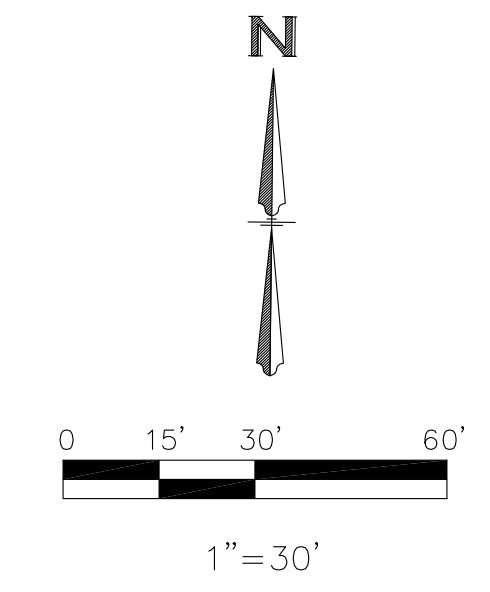
DATE	Dec 14, 2017
SCALE	1"=30'
DRAWN-BY	BDA
DRAWING NAME:	LANDSCAPE PLAN
CLP.1	-
SHEET NO.	VERSION

BOUNDARY CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1 (M)	8'06"35"	542.00'	76.72'
CHORD BEARING CHORD			
N 82°13'16" W 76.65'			
CURVE	DELTA	RADIUS	LENGTH
C1 (R)	8'06"35"	542.00'	76.72'
CHORD BEARING CHORD			
N 81°51'17" W 76.65'			
CURVE	DELTA	RADIUS	LENGTH
C2 (M)	8'06"35"	458.00'	64.83'
CHORD BEARING CHORD			
N 82°13'16" W 64.77'			
CURVE	DELTA	RADIUS	LENGTH
C2 (R)	8'06"35"	458.00'	64.83'
CHORD BEARING CHORD			
N 81°51'17" W 64.77'			

ST. LOUIS & SOUTHWESTERN RAILROAD
(100' RIGHT-OF-WAY)

UTILITY LEGEND:

- PROPERTY LINE
- SANITARY SEWER CLEANOUT
- SANITARY SEWER MANHOLE
- WATERLINE FITTINGS
- GATE VALVE
- FDC
- FIRE DEPARTMENT CONNECTION
- TAPPING SADDLE OR SLEEVE
- BACKFLOW PREVENTION DEVICE PER CITY STANDARDS
- FIRE HYDRANT
- PROPOSED WATER METER (SEE SIZE THIS SHEET)
- LOCATION OF GAS METER
- POWER POLE



BOUNDARY LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 31°46'02" E	12.00'
L2 (M)	N 24°53'30" W	21.06'
L2 (R)	S 23°03'17" E	22.27'
L3 (M)	N 43°56'25" E	11.66'
L3 (R)	N 44°24'20" E	11.66'

MONOPOLE TRANSMISSION LINE - ONE ABOVE DISTRIBUTION LINE - ONE

10e. CITY OF DALLAS 15' WATER EASEMENT VOL. 5306, PG. 329, - D.R.D.C.T.

10f. CITY OF DALLAS 15' WATER EASEMENT VOL. 5306, PG. 329, - D.R.D.C.T.

UNDERGROUND UTILITY VAULT

BENCH MARK

BENCHMARK NO. 1 - "X" CUT IN CONCRETE STORM INLET ON NORTH SIDE OF ARAPAHO ROAD APPROXIMATELY 575' EAST OF THE CENTERLINE INTERSECTION OF ARAPAHO ROAD AND MARSH LANE. ELEV.: 582.69'

BENCHMARK NO. 2 - "X" CUT IN CONCRETE GRATE INLET APPROXIMATELY 360' EAST OF THE CENTERLINE INTERSECTION OF ARAPAHO ROAD AND MARSH LANE. ELEV.: 583.61'

ELEVATIONS ARE NAVD88 BASED ON GPS OBSERVATIONS.

TEXAS EXCAVATION SAFETY SERVICES
1-800-344-8377

UTILITY PLAN NOTES

- ALL FILL MATERIAL IS TO BE IN PLACE AND COMPACTED BEFORE INSTALLATION OF PROPOSED UTILITIES.
- CONTRACTOR IS RESPONSIBLE FOR COMPLYING TO THE SPECIFICATIONS OF THE LOCAL AUTHORITIES WITH REGARDS TO MATERIALS AND INSTALLATION OF THE WATER AND SEWER LINES.
- CONTRACTOR SHALL NOTIFY UTILITY AUTHORITIES INSPECTORS 72 HOURS BEFORE CONNECTING TO ANY EXISTING LINE.
- SANITARY SEWER PIPE SHALL BE AS FOLLOWS:
6" PVC SCHEDULE 40
- WATER LINE SHALL BE AS FOLLOWS:
A. PIPE SIZES LESS THAN 3-INCHES THAT ARE INSTALLED BELOW GRADE AND OUTSIDE THE BUILDING SHALL COMPLY WITH THE FOLLOWING:
1. ENDOPURE - ASTM D2737, 200 PSI - PE 4710/PE 3408
B. PIPE SIZES 3-INCHES OR GREATER THAT ARE INSTALLED BELOW GRADE AND OUTSIDE THE BUILDING SHALL COMPLY WITH THE FOLLOWING:
1. POLYVINYL CHLORIDE (PVC) WATER PIPE, AWWA C900, RATED DR 18 (CLASS 150), CONTINUALLY MARKED AS REQUIRED
a. ELASTOMERIC GASKETS AND LUBRICANT: ASTM - F477 FOR SMALLER PIPES
b. PIPE JOINTS: INTEGRALLY MOLDED BELL ENDS, ASTM D 3139
6. MINIMUM TRENCH WIDTH SHALL BE 2 FEET.
7. ALL WATER JOINTS ARE TO BE MECHANICAL JOINTS WITH THRUST BLOCKING AS CALLED OUT IN SPECIFICATIONS FOR WATER MAINS.
8. WATER AND SANITARY SEWER SHOULD BE KEPT TEN (10') APART (PARALLEL) OR 18" APART WHEN CROSSING (OUTSIDE EDGE OF PIPE TO OUTSIDE EDGE OF PIPE)
9. CONTRACTOR SHALL MAINTAIN 3'-0" COVER ON ALL WATERLINES.
10. ALL UTILITIES SHALL BE KEPT TEN (10') APART (PARALLEL) OR 18" APART WHEN CROSSING (OUTSIDE EDGE OF PIPE TO OUTSIDE EDGE OF PIPE)
11. LINES UNDERGROUND SHALL BE INSTALLED, INSPECTED, AND APPROVED PRIOR TO BACKFILLING.
12. TOPS OF EXISTING MANHOLES SHALL BE RAISED AS NECESSARY TO SHOW ALL EXISTING UTILITIES.
13. EXISTING UTILITIES SHALL BE VERIFIED IN THE FIELD PRIOR TO INSTALLATION OF ANY NEW LINES.
14. REFER TO INTERIOR PLUMBING FOR TIE-IN ON ALL UTILITIES.
15. CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES FOR INSTALLATION REQUIREMENTS AND SPECIFICATIONS.
16. CONTRACTOR TO PROVIDE TRENCHING, CONDUIT, PULL WIRE, AND BACKFILL FOR TELEPHONE AND ELECTRIC LINES UNLESS OTHERWISE NOTED.
17. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING THE EXACT LOCATION, SIZE, AND MATERIAL OF ANY EXISTING WATER OR SEWER FACILITY FOR CONNECTION OR USE BY THIS PROJECT. THE RELOCATION OF ANY WATER/SEWER FACILITY REQUIRED TO AVOID ANY PART OF THIS DEVELOPMENT IS THE RESPONSIBILITY OF THE DEVELOPER.
18. REFER TO ARCHITECTURAL PLANS FOR SITE LIGHTING AND ELECTRICAL PLANS.
19. ALL WATER SERVICE AND FIRE LINES AFTER THE WATER METER LOCATED IN THE VAULT WILL BE PRIVATE LINE AND THE RESPONSIBILITY OF THE OWNER.
20. NO UTILITIES/STORM/SANITARY LINES ARE ALLOWED TO CROSS PETROLEUM PIPING.
21. ALL PUBLIC WATER MAINS MUST BE LOCATED IN RECORDED EASEMENTS.
22. ALL CONSTRUCTION TO CONFORM TO APPLICABLE CITY/COUNTY SPECIFICATIONS AND IN ACCORDANCE WITH CITY/ COUNTY ORDINANCES.
23. GENERAL CONTRACTOR TO PROVIDE ALTERNATE BID FOR OVERHEAD ELECTRIC AND TELEPHONE SERVICE LINES TO BE MINIMUM 16' CLEAR ABOVE FINISHED GRADE.

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RACETRAC PETROLEUM, INC.
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(770) 431-7600

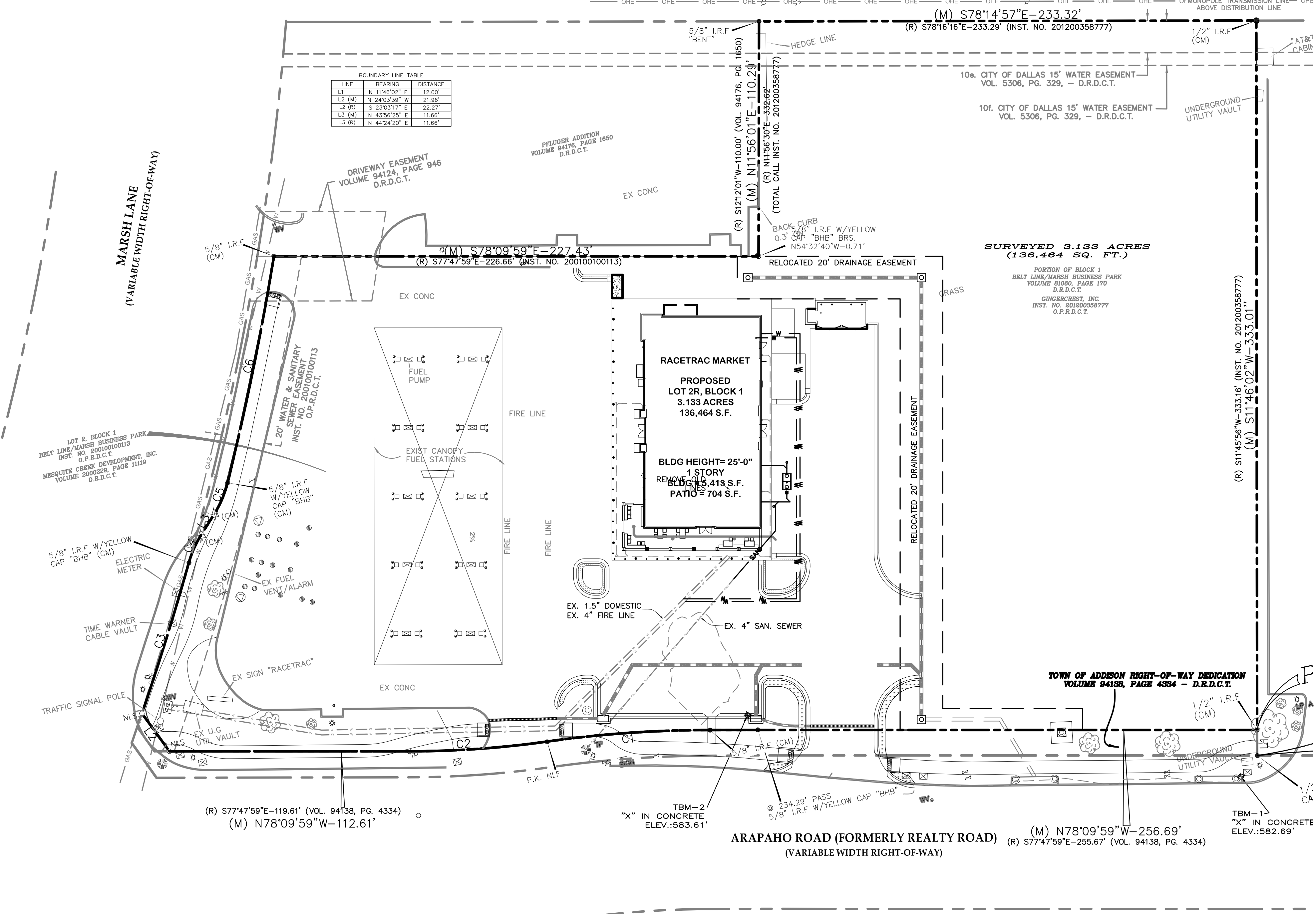
UTILITY PLAN
RACETRAC
Beltline/Marsh Business Park
Lot 2, Block 1
3.133 Ac. - Zoned: Light Retail
Addison, Texas

DATE: Dec 14, 2017
SCALE: 1"=30'
DRAWN-BY: TJB
DRAWING NAME:

C-3.1 -
SHEET NO. VERSION

The Boisquet Group, Inc.
501 S. Carroll Blvd.
Ste. 201
Denton, TX, 76201
940.566.0088
940.566.0008 fax
Texas Firm No. F-8942

NO.	DATE
1	



Work Session and Regular Meeting

Meeting Date: 01/09/2018

Department: Finance

Pillars: Gold Standard in Customer Service
Gold Standard for Financial Health

Milestones: Review town ordinances and regulations with a focus on modernization in order to facilitate redevelopment
Implement and continue development of Long Term Financial Plan

AGENDA CAPTION:

Present, Discuss, and Consider Action on a **Status Update of the Financial Plan and Rate Model for Water and Sewer Utility Rates for the Town's Use with Raftelis Financial Consultants, Inc. (RFC).**

BACKGROUND:

During the preparation of the Utility Fund budget for Fiscal Year 2018, it was determined that the Town's projected water and sewer fees would not raise enough revenues to cover the budgeted expenditures necessary to maintain the current level of service.

To rectify this issue, the Town hired a utility rate consultant, Raftelis Financial Consultants, Inc. (RFC), to review the current rate structure and to assist the Town in creating a new rate model that will allow us to achieve our goals (infrastructure funding, staffing, etc.) and sustainably maintain the desired level of service. Fortunately, the Utility Fund is strong and the Town is in a position to proactively plan for the future.

During this presentation, RFC will:

- Discuss the results of the study;
- Provide an overview of the utility rate review and outcomes;
- Discuss policies that drove the study; and
- Discuss scenarios for Council's direction to fund additional staff and Capital Improvement Plan.

RECOMMENDATION:

Staff requests direction from Council.

Attachments

Presentation - Utility Rate Study Update



COUNCIL BRIEFING Utility Rate Model Study

Town of Addison
January 9, 2018



1

RATE STUDY PURPOSE

- » During the Fiscal Year 2018 budget process for the Utility Fund, it was determined that the Town's projected water and sewer fees would not raise enough revenues to cover operating expenditures necessary to maintain the current level of service.
- » To rectify this issue, Town staff and Raftelis Financial Consultants are creating a rate model that will help the Town achieve its goals and sustainably maintain the desired level of service.

2

TODAY'S DISCUSSION

I. Financial Plan Assumptions



II. Scenarios and Rate Impacts



III. Council Considerations and
Next Steps

3

SUMMARY OF COUNCIL INPUT

- » Mix of Cash- and Bond-Funded Capital
- » Maintain Fund Balance at greater than 25% of O&M as needed to cash-fund capital
- » Systematic Rate Increases

4

I. Financial Plan Assumptions

5

FINANCIAL PLAN ASSUMPTIONS

Operations

- » FY 2018 Operations and Maintenance Budget, as approved by Council
- » Incremental increases in Utility Staffing*
- » 5% annual increase in DWU and TRA service

Capital

- » FY 2018 5-year Capital Improvement Plan
- » FY 2023-2027 assumes additional infrastructure maintenance
- » Continued use of Series 2012 Bond Proceeds
- » Mix of Debt and Cash Financing*

Fund Balance

- » Ending Balance - *Decreases* 10% relative to total costs over 5 years*
- » Fund Balance maintained above 25% of O&M

* Detailed in subsequent slides

6

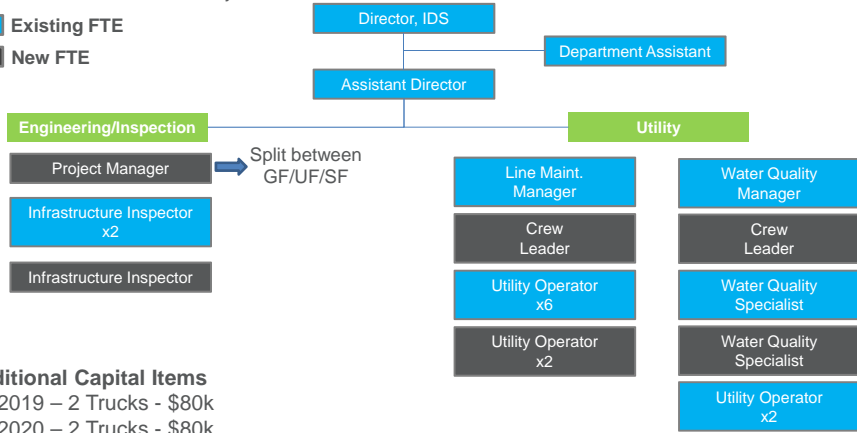
SHORT-TERM STAFFING PLAN* (FY 2019 – FY 2021)

Net increase of 7 FTEs*

*6.3 FTEs are funded out of the Utility Fund

Existing FTE

New FTE



Additional Capital Items

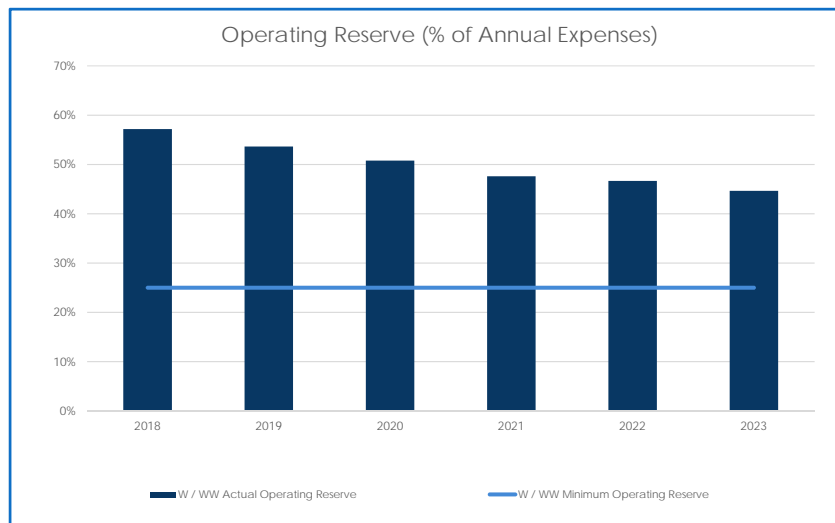
FY 2019 – 2 Trucks - \$80k

FY 2020 – 2 Trucks - \$80k

*Applies to both scenarios

7

FUND BALANCE



8

CAPITAL FINANCING

Cash and Debt Financing

5-Year CIP (2018-2022): Staff Provided

- » 5-Year total = \$16.0 million
- » Financing
 - Cash Funding 5-Year total = \$1 million
 - Existing 2012 Bond = \$4.6 million
 - Projected 2019 Bond = \$6.4 million
 - Projected 2021 Bond = \$4.0 million

Next 5-Year CIP (2023-2027): Assumes additional annual Repair and Replacement of Infrastructure

- » 5-Year total = \$9.5 million (\$1.9 million per year)
- » Financing
 - Cash Funding 5-Year total = \$2 million
 - Projected 2023 Bond = \$4.4 million
 - Projected 2026 Bond = \$3.1 million

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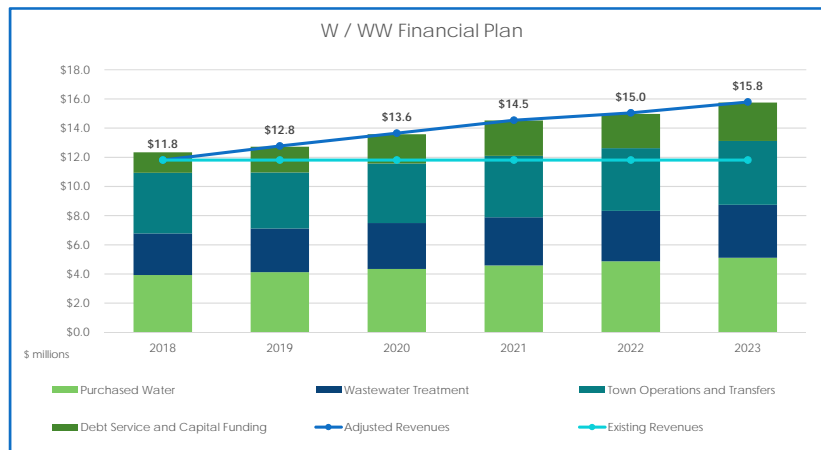
II. Scenarios and Rate Impacts

10

SCENARIOS

- » Scenario #1 – Short-term Staffing Plan and Mix of Bond and Cash-Funding of Capital
- » Scenario #2 – Short-term Staffing Plan and 100% Bond-Funding

SCENARIO #1 (No Rate Smoothing) FINANCIAL PLAN RESULTS



*Annual Revenue meets Annual Revenue Requirements Beginning in FY 2019

SCENARIO #1 (No Rate Smoothing) RATE RESULTS

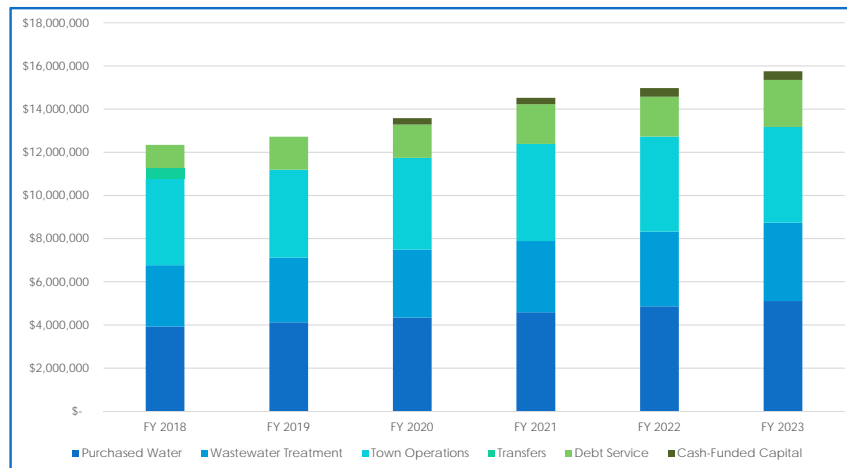
Financial Plan is supported with the following percentage rate increases*:

	2018	2019	2020	2021	2022	2023
Water Rate Increase	N/A	8.00%	6.50%	6.00%	2.50%	5.00%
Wastewater Rate Increase	N/A	8.00%	6.50%	6.00%	2.50%	5.00%
Total Customer Bill Increase		8.00%	6.50%	6.00%	2.50%	5.00%
WATER: Single Family Rate Structure						
<i>Fixed Charge</i>						
Minimum Charge (includes 2,000 gal)	\$ 11.89	\$ 12.84	\$ 13.67	\$ 14.49	\$ 14.85	\$ 15.59
<i>Volume Rates</i>						
Volumetric Rate	\$ 2.94	\$ 3.18	\$ 3.38	\$ 3.58	\$ 3.67	\$ 3.86
Conservation Rate (above 15,000 gal)	\$ 5.23	\$ 5.65	\$ 6.02	\$ 6.38	\$ 6.54	\$ 6.86
WASTEWATER: Single Family Rate Structure						
<i>Fixed Charge</i>						
Minimum Charge (includes 2,000 gal)	\$ 14.06	\$ 15.18	\$ 16.17	\$ 17.14	\$ 17.57	\$ 18.45
<i>Volume Rate</i>						
Volumetric Rate (8,000 gal cap)	\$ 4.74	\$ 5.12	\$ 5.45	\$ 5.78	\$ 5.92	\$ 6.22

*Percentage rate increase is being applied to each class' existing rate structure, including conservation rates.

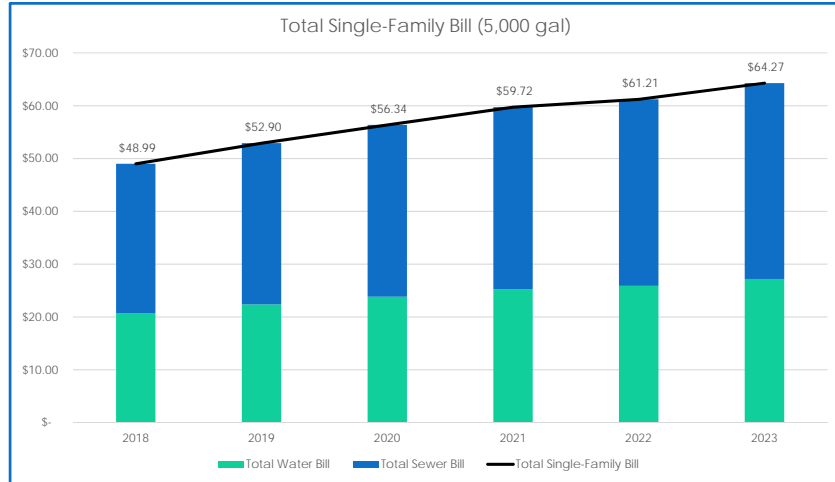
13

COMPONENTS OF RATE INCREASES



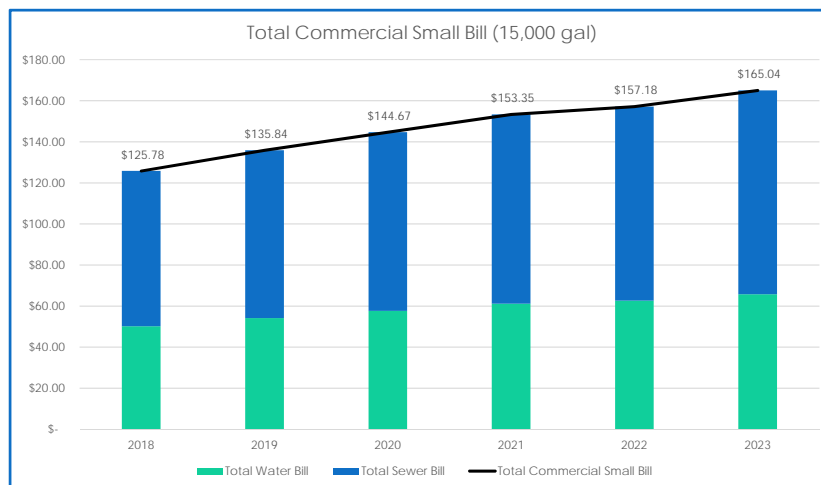
14

RATE RESULTS – SINGLE-FAMILY RESIDENTIAL



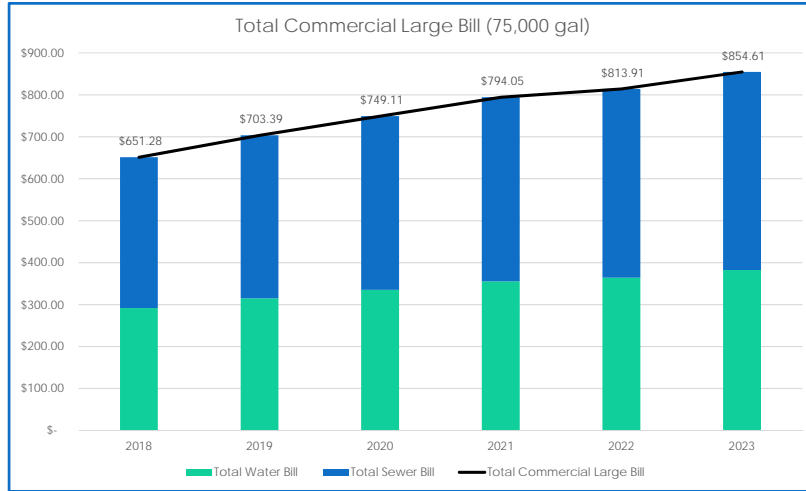
15

RATE RESULTS – COMMERCIAL SMALL



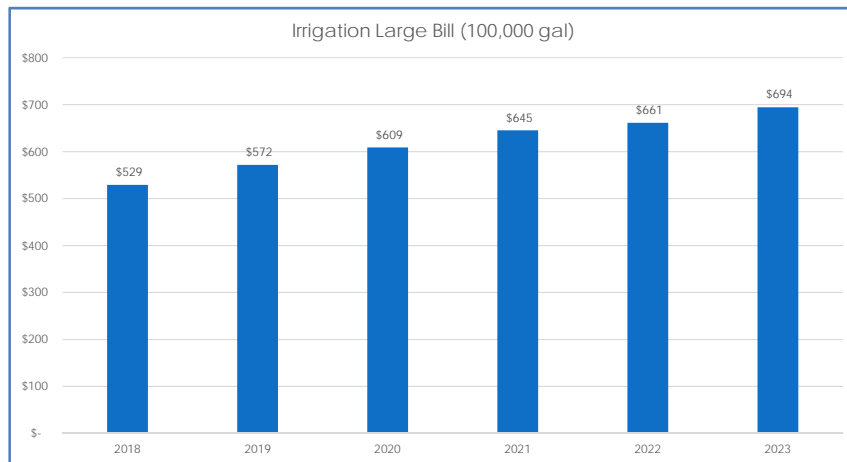
16

RATE RESULTS – COMMERCIAL LARGE



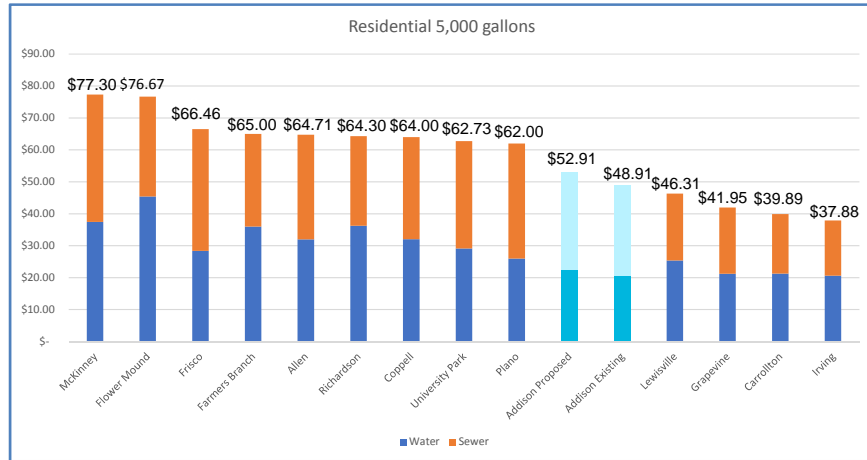
17

RATE RESULTS – IRRIGATION LARGE



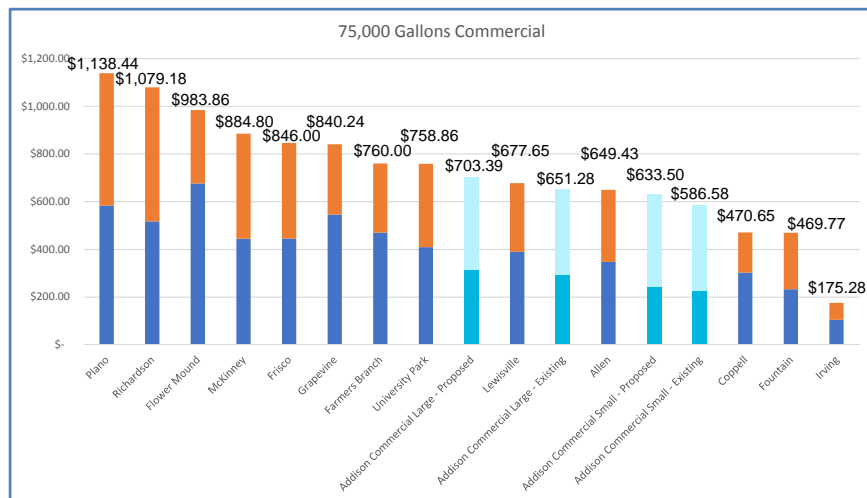
18

RATE COMPARISONS – FY 2019



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RATE COMPARISONS – FY 2019



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RATE SMOOTHING

- » Use/Replenish Reserve Funds to implement programmatic rate adjustments over time.
 - Advantage: Reduces larger one-time increases
 - Disadvantage: Does not fully recover costs in certain years

Full Annual Recovery versus Rate Smoothing

	2018	2019	2020	2021	2022	2023
Cost of Service Adjustments	N/A	8.00%	6.50%	6.00%	2.50%	5.00%
A - Rate Smoothing to Cost of Service	N/A	8.00%	6.50%	6.00%	4.00%	4.00%
B - Rate Smoothing Adjustments*	N/A	6.50%	6.50%	6.50%	5.00%	5.00%

*Rate Smoothing results in 5-year overall surplus, but annual deficits in 2019, 2020 and 2021.

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OPTION A RATE RESULTS

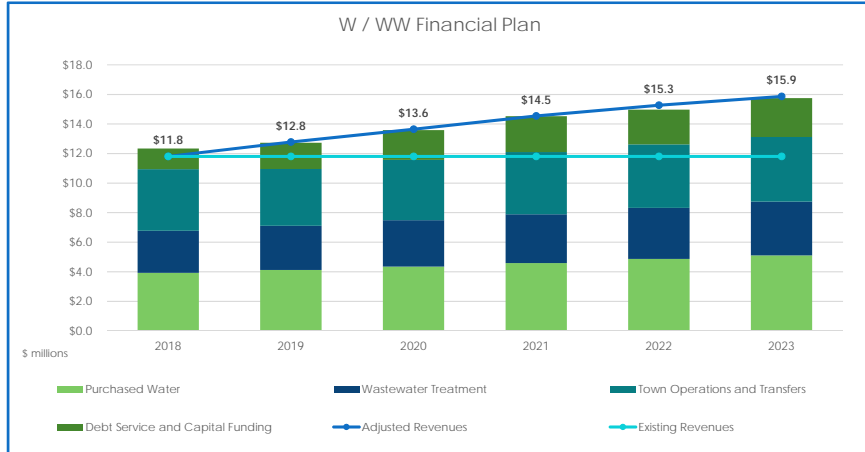
Financial Plan is supported with the following percentage rate increases*:

	2018	2019	2020	2021	2022	2023
Water Rate Increase	N/A	8.00%	6.50%	6.00%	4.00%	4.00%
Wastewater Rate Increase	N/A	8.00%	6.50%	6.00%	4.00%	4.00%
Total Customer Bill Increase		8.00%	6.50%	6.00%	4.00%	4.00%
WATER: Single Family Rate Structure						
<i>Fixed Charge</i>						
Minimum Charge (includes 2,000 gal)	\$ 11.89	\$ 12.84	\$ 13.67	\$ 14.49	\$ 15.07	\$ 15.67
<i>Volume Rates</i>						
Volumetric Rate	\$ 2.94	\$ 3.18	\$ 3.38	\$ 3.58	\$ 3.73	\$ 3.88
Conservation Rate (above 15,000 gal)	\$ 5.23	\$ 5.65	\$ 6.02	\$ 6.38	\$ 6.63	\$ 6.90
WASTEWATER: Single Family Rate Structure						
<i>Fixed Charge</i>						
Minimum Charge (includes 2,000 gal)	\$ 14.06	\$ 15.18	\$ 16.17	\$ 17.14	\$ 17.83	\$ 18.54
<i>Volume Rate</i>						
Volumetric Rate (8,000 gal cap)	\$ 4.74	\$ 5.12	\$ 5.45	\$ 5.78	\$ 6.01	\$ 6.25

*Percentage rate increase is being applied to each class' existing rate structure, including conservation rates.

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OPTION A FINANCIAL PLAN RESULTS



*Annual Revenue meets Annual Revenue Requirements Beginning in FY 2019

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III. Council Considerations and Next Steps

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COUNCIL CONSIDERATIONS

For Council Consideration:

- » Full Annual Cost Recovery versus Rate Smoothing
- » Overall Rate and Financial Plan for Utility
 - Effective date of Rate Ordinance
 - Rate Model Structure
 - Annual update
 - Multi-year w/incremental updates
 - Multi-year with annual update for pass thru costs

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NEXT STEPS

I. Council Deliberation of Results

II. Council Direction

III. Council Action to Adopt Financial Model

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THANK YOU



Angie Flores and Rocky Craley

aflores@raffelis.com / rcraley@raffelis.com

512.790.2108 / 704.771.3998

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Work Session and Regular Meeting**Meeting Date:** 01/09/2018**Department:** Finance**Pillars:** Gold Standard for Financial Health**Milestones:** Review town ordinances and regulations with a focus on modernization in order to facilitate redevelopment

AGENDA CAPTION:

Present and Discuss the **Finance Department Quarterly Financial Report of the Town for the Quarter Ended September 30, 2017.**

BACKGROUND:

The Town of Addison's financial policies require the publication of a financial report subsequent to the end of each fiscal quarter. This report covers the financial performance for the fourth quarter for Fiscal Year 2017 (July 1, 2017 - September 30, 2017). Enclosed in the report is an executive dashboard that provides a high level look at some the key financial indicators along with more detailed exhibits which demonstrate the current financial position for the various funds. This report includes the following: General, Hotel, Airport, Economic Development, Utility and Storm Water Funds. The financial condition of the Town remains strong and all reported funds adhere to the 25% fund balance requirement.

Key highlights:

- Overall General Fund revenues finished up nearly 17.0% compared to FY2016.
- Sales tax collections in the General fund are up about 9.5% compared to FY2016.
- Revenues for the Utility fund are down 4.6% compared to compared to FY2016.
- Occupancy Tax Revenues for the Hotel fund are down about 4.0% compared to FY2016.

Staff has reviewed the financial and investment reports with the Finance Committee.

Additionally, the Investment Report is included separately for Council's review.

RECOMMENDATION:

Information only, no action required.

Attachments

Report - 4th Quarter Financials

Report - 4th Quarter Investment



Department of Finance
Quarterly Review

For the Period Ended September 30, 2017

Town of Addison

Table of Contents - Quarter Ended 09/30/17

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Utility Fund.....	12
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Hotel Occupancy Tax Collection by Hotel Service Type.....	15

Executive Dashboard - 4th Quarter, 2017 Fiscal Year

Financial Indicators

Positive variance compared to historical trends

Positive

Negative variance of 3%-5% and more than \$50,000 compared to historical trends

Warning

Negative variance of >5% and more than \$50,000 compared to historical trends

Negative

Key Revenue Sources	FY2017 Budget	Actual through 09/30/17	% Annual Budget
Ad Valorem Taxes - General Fund	\$ 14,845,124	\$ 14,742,517	99.31%
Non-Property Taxes - General Fund	14,660,000	15,279,212	104.22%
Hotel Tax	6,000,000	5,940,336	99.01%
Franchise Fees - General Fund	2,870,300	2,619,743	91.27% (1)
Service/Permitting/License Fees - General Fund	2,338,900	2,958,369	126.49%
Rental Income - All Funds	5,310,725	5,148,520	96.95% (3)
Fines and Penalties - All Funds	750,000	501,832	66.91% (2)
Special Event Revenue - Hotel Fund	2,691,200	2,613,265	97.10%
Fuel Flowage Fees - Airport Fund	932,380	924,328	99.14%
Water and Sewer Charges - Utility Fund	10,630,000	10,856,095	102.13%

Key Expenditures	FY2017 Budget	Actual through 09/30/17	% Annual Budget
General Fund	\$ 38,721,917	\$ 36,767,759	94.95%
Hotel Fund	9,165,072	8,833,659	96.38%
Economic Development	2,029,769	1,750,737	86.25%
Airport Operations	4,303,001	3,909,774	90.86%
Utility Operations	9,775,516	8,989,383	91.96%

Executive Dashboard - 4th Quarter, 2017 Fiscal Year
Financial & Staffing Indicators

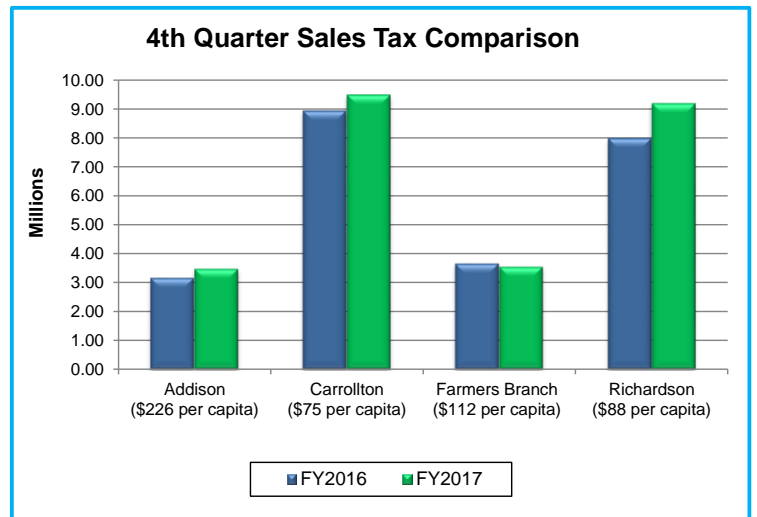
Personnel Information:

New Hires - Benefitted Positions				
	7/2017-9/2017			FY2017
Department	Part-Time Positions	Full-time positions	Total, 4th Qtr	YTD
City Manager	0	0	0	1
Conference Centre	0	1	1	3
Development Services	0	2	2	2
Finance	0	2	2	5
Fire	0	2	2	4
General Services	0	0	0	1
Info. Technology	0	0	0	1
Infrastructure	0	0	0	1
Marketing	0	0	0	1
Municipal Court	0	0	0	1
Parks	0	0	0	7
Police	0	2	2	10
Recreation	2	0	2	5
Streets	0	0	0	1
Grand Total	2	9	11	43

Separations - Benefitted Positions				
	7/2017-9/2017			FY2017
Department	Part-Time Positions	Full-time positions	Total, 4th Qtr	YTD
Conference Centre	0	1	1	2
Development Services	0	1	1	1
Finance	0	2	2	4
Fire	0	0	0	1
Infrastructure	0	1	1	2
Parks	0	1	1	5
Police	0	3	3	12
Recreation	2	0	2	5
Grand Total	2	9	11	32

Economic Development Incentives:

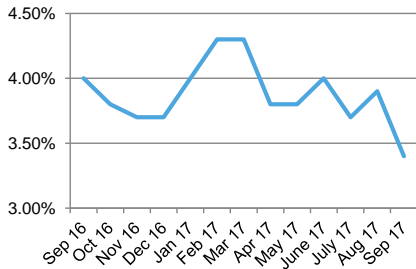
Executed Agreements	Amount Paid FY17	Total Incentives Committed
4	\$412,317	\$571,000



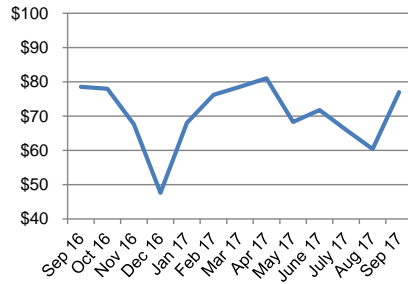
Executive Dashboard - 4th Quarter, 2017 Fiscal Year

Economic Indicators

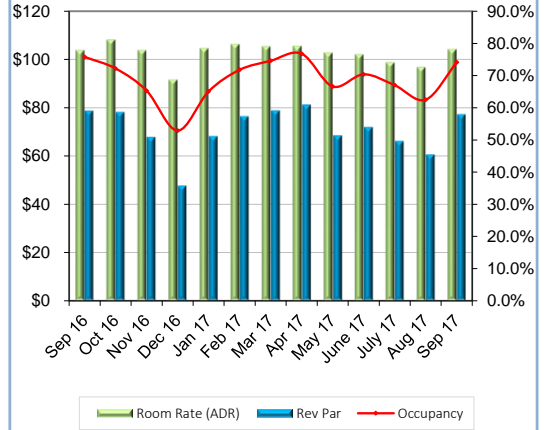
DFW Unemployment Rate Last 12 months



Hotel Revenue Per Available Room



Addison Hotel Statistics



Occupancy Indicators:

Office Occupancy = 83.9%

Retail Occupancy = 92.4%

Hotel Indicators

Hotel Occupancy = 67.9%

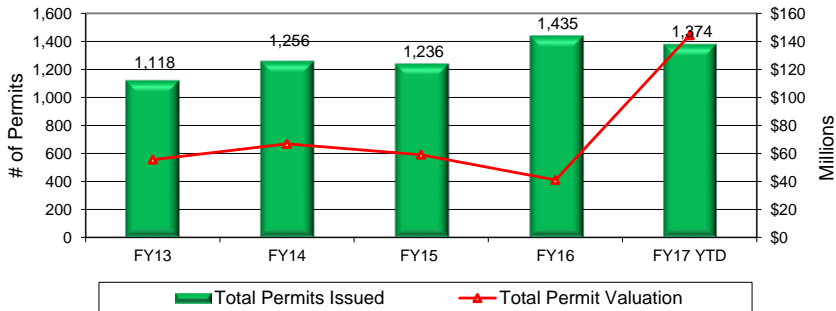
RevPar = \$67.79



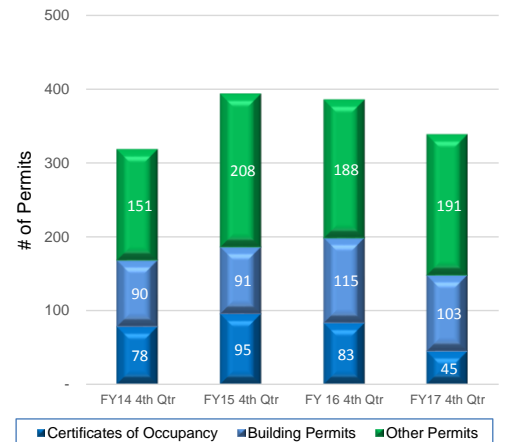
Source: CoStar (compares to prior year)

Source: STR Report (compares to prior year)

Total Permits Issued and Valuation

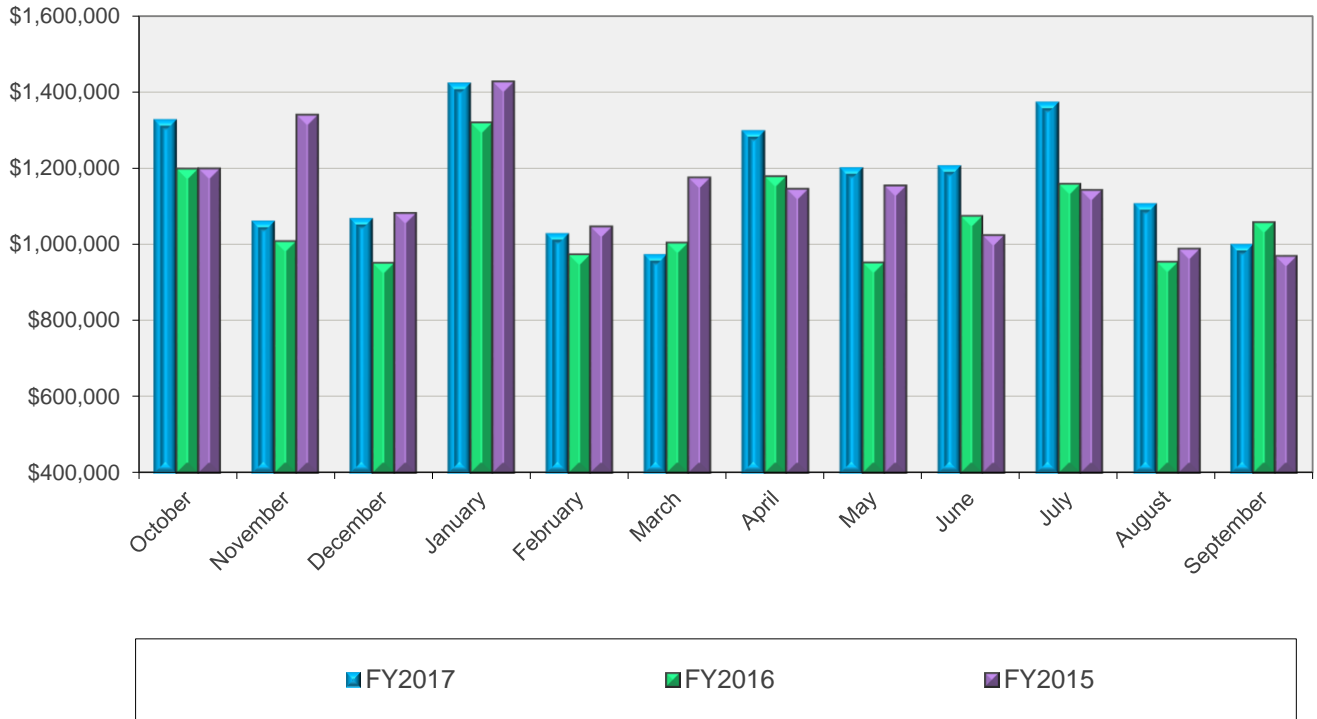


Quarterly Permit Activity, Year over Year



Sales Tax Information

Monthly Sales Tax Collections



To: Wes Pierson, City Manager
From: Olivia Riley, Chief Financial Officer
Re: Fourth Quarter Financial Review
Date: January 1, 2017

This is the fourth quarter report for the 2016-2017 fiscal year. Revenues and expenditures reflect activity from October 1, 2016 through September 30, 2017 or one hundred percent of the fiscal year.

GENERAL FUND

- Fiscal year to date revenue totaled above \$39.8 million, which is 102.3 percent of the overall budget amount. Total revenue is approximately \$900 thousand more than budgeted in fiscal year 2017.
 1. Franchise fees are \$250 thousand less than projected in the fiscal year 2017 budget. A sanitation franchise fee was budgeted in fiscal year 2017 while actual collections are recorded as a Service Charge. Franchise fees are based on gross revenues of the companies using city right-of-way; as fewer consumers purchase traditional telecommunications services, franchise fees paid by telecommunications providers are decreasing.
 2. Court fines are declining as fewer tickets are issued; court fines are \$240 thousand less than budgeted in fiscal year 2017.
 3. Rental income is \$98 thousand lower than budgeted as a result of the sale of a city rental property.
 4. Other income, which includes one-time revenue from the sale of city property, is \$3.3 million more than the original fiscal year 2017 budget and \$225 thousand more than the fiscal year 2017 revised budget.
- Fiscal year-to-date expenditures and transfers totaled approximately \$36.8 million, which is 95 percent of budget and \$1.1 million, or 3 percent less than spent in fiscal year 2016. Other than Combined Services, all departments are below their respective budgets.

HOTEL FUND

- Total fund revenues through the fourth quarter totaled approximately \$9.3 million, a decrease of \$386 thousand or 4 percent from fiscal year 2016 and 203 thousand or 2.1 percent below the fiscal year 2017 budget. The decrease in hotel fund revenues can be mostly attributed to the hotel occupancy tax collections which are \$60 thousand or 1.0 percent below budget and proceeds from Special Events that are also below budget by \$78 thousand or 2.9%.

- Hotel Fund expenditures of \$8.8 million are 331 thousand or 3.6 percent below the fiscal year 2017 budget. Special Events department exceeded budget by 214 thousand or 5 percent. All other departments are below their respective budgets.
 5. Expenses for Oktoberfest were in excess of budget.

AIRPORT FUND

- Operating revenue through the fourth quarter totaled approximately \$5.5 million, compared to \$5.7 million in the prior year. This represents a decrease of approximately 2.8 percent, which can be attributed to the timing of a grant receipt, as well as other income received during this quarter last year.
 6. Other income was not collected as budgeted in fiscal year 2017.

- Year-to-date operating expenses amounted to just over \$3.9 million, with an operating income of almost \$1.6 million before debt payments. Operating income is essentially flat when compared to fiscal year 2016.

UTILITY FUND

- Operating revenue through the fourth quarter totaled \$11.0 million, compared to \$10.6 million in the prior year. This represents an increase of 3.9 percent.

- Operating expenses through the fourth quarter totaled nearly \$9.0 million, bringing net operating income to \$2.0 million.

STORMWATER FUND

- Operating revenue through the fourth quarter totaled approximately \$1.9 million, slightly higher than the prior year.

- Operating expenses through the fourth quarter totaled approximately \$356 thousand, compared to \$431 thousand in the prior year.

Positive variance compared to historical trends
 Negative variance of 3%-5% and more than \$50,000 compared to historical trends
 Negative variance of >5% and more than \$50,000 compared to historical trends

Positive
 Warning
 Negative

TOWN OF ADDISON
 GENERAL FUND
 FY 2017 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET
With Comparative Information from Prior Fiscal Year

CATEGORY	FY 2015-16 ACTUAL PRIOR YEAR	FY 2016-17 REVISED BUDGET	FY 2016-17 ACTUAL 4TH QTR	FY 2016-17 ACTUAL YTD	ACTUAL YTD as % of Budget
Revenues:					
Ad Valorem taxes:					
Current taxes	\$ 13,489,611	\$ 14,826,545	\$ (17,193)	\$ 14,702,022	99.2%
Delinquent taxes	(45,520)	3,096	1,602	(4,428)	-143.0%
Penalty & interest	32,177	15,483	4,609	44,923	290.1%
Non-property taxes:					
Sales tax	12,831,723	13,400,000	3,475,631	14,049,504	104.8%
Alcoholic beverage tax	1,211,761	1,260,000	612,706	1,229,708	97.6%
Franchise / right-of-way use fees:					
Electric franchise	1,842,513	1,575,000	361,439	1,555,066	98.7%
Gas franchise	216,745	217,400	-	203,779	93.7%
Sanitation Franchise	-	120,000	-	-	0.0% (1)
Telecommunication access fees	592,062	636,500	131,790	545,932	85.8% (1)
Cable franchise	418,578	316,400	74,354	314,966	99.5%
Street rental fees	4,620	5,000	-	-	0.0%
Licenses and permits:					
Business licenses and permits	137,282	247,800	105,947	201,141	81.2%
Building and construction permits	631,681	598,000	330,560	1,024,232	171.3%
Service fees:					
General government	106	500	-	152	30.3%
Public safety	921,138	785,200	248,759	924,824	117.8%
Urban development	-	3,000	600	2,950	98.3%
Streets and sanitation	375,564	282,200	100,297	372,824	132.1%
Recreation	72,293	73,300	24,846	83,336	113.7%
Interfund	321,902	348,900	87,227	348,910	100.0%
Court fines	554,393	675,000	84,020	428,549	63.5% (2)
Interest earnings	101,510	70,000	55,598	194,035	277.2%
Rental income	231,877	175,000	1,650	77,330	44.2% (3)
Other	214,997	3,282,000	(97,670)	3,506,773	106.8% (4)
Total Revenues	34,157,013	38,916,324	5,586,772	39,806,527	102.3%

Positive variance compared to historical trends
 Negative variance of 3%-5% and more than \$50,000 compared to historical trends
 Negative variance of >5% and more than \$50,000 compared to historical trends

Positive
 Warning
 Negative

TOWN OF ADDISON
 GENERAL FUND
 FY 2017 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET
With Comparative Information from Prior Fiscal Year

CATEGORY	FY 2015-16 ACTUAL PRIOR YEAR	FY 2016-17 REVISED BUDGET	FY 2016-17 ACTUAL 4TH QTR	FY 2016-17 ACTUAL YTD	ACTUAL YTD as % of Budget
Expenditures:					
General Government:					
City secretary	34	204,201	41,904	131,610	64.5%
City manager	1,374,512	1,076,382	309,352	1,046,163	97.2%
Finance	1,400,758	1,711,950	585,971	1,687,141	98.6%
General services	776,252	831,336	328,997	785,173	94.4%
Municipal court	552,162	684,228	180,914	631,502	92.3%
Human resources	559,963	664,137	174,355	628,785	94.7%
Information technology	1,586,922	1,958,785	496,716	1,750,769	89.4%
Combined services	997,868	1,240,943	202,593	1,268,830	102.2%
Council projects	360,177	310,819	30,490	292,823	94.2%
Public safety:					
Police	8,107,260	8,842,632	2,463,585	8,444,493	95.5%
Emergency communications	1,412,601	1,410,505	3,904	1,340,668	95.0%
Fire	6,757,240	7,234,908	2,076,863	7,200,860	99.5%
Development services	1,207,871	1,458,616	338,415	1,163,559	79.8%
Streets	1,791,257	2,110,533	666,417	1,878,667	89.0%
Parks and Recreation:					
Parks	3,242,440	3,778,329	1,116,176	3,360,904	89.0%
Recreation	1,663,760	1,760,937	530,948	1,713,136	97.3%
Other financing uses:					
Transfers to Self-Fund Projects, PEG, and IFF	1,077,000	3,442,676	1,833,419	3,442,676	100.0%
Total Expenditures	32,868,077	38,721,917	11,381,019	36,767,759	95.0%
Net Change in Fund Balance	1,288,938	194,407	(5,794,247)	3,038,768	
Fund Balance at Beginning of Year	11,601,861	12,890,799		12,890,799	33.3%
Fund Balance at End of Year	\$ 12,890,799	\$ 13,085,206		\$ 15,929,567	43.3%

Positive variance compared to historical trends
 Negative variance of 3%-5% and more than \$50,000 compared to historical trends
 Negative variance of >5% and more than \$50,000 compared to historical trends

Positive
 Warning
 Negative

TOWN OF ADDISON
 HOTEL FUND
 FY 2017 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET
With Comparative Information from Prior Fiscal Year

CATEGORY	FY 2015-16 ACTUAL PRIOR YEAR	FY 2016-17 REVISED BUDGET	FY 2016-17 ACTUAL 4TH QTR	FY 2016-17 ACTUAL YTD	ACTUAL YTD as % of Budget
Revenues:					
Hotel/Motel occupancy taxes	\$ 6,138,213	\$ 6,000,000	\$ 1,406,963	5,940,336	99.0%
Proceeds from special events	2,725,943	2,691,200	1,744,746	2,613,265	97.1%
Conference centre rental	758,676	678,000	131,150	630,538	93.0%
Visit Addison rental	30,337	-	-	-	0.0%
Theatre centre rental	24,992	111,240	28,540	70,747	63.6%
Interest and miscellaneous	2,019	17,000	7,950	39,433	232.0%
Total Revenues	9,680,180	9,497,440	3,319,349	9,294,319	97.9%
Expenditures:					
Visit Addison	331,854	-	-	(277)	0.0%
Conference Centre	1,156,760	1,463,705	682,572	1,208,162	82.5%
Marketing	813,446	1,096,073	346,944	965,741	88.1%
Special Events	4,115,195	4,261,575	2,424,500	4,475,169	105.0% (5)
Addison Theatre Centre	-	395,303	141,155	374,979	94.9%
Performing Arts	569,491	447,000	-	444,923	99.5%
General Hotel Operations	90,625	241,916	31,912	105,462	43.6%
Other financing uses:					
Transfer to debt serv & ED funds	1,257,124	1,259,500	314,875	1,259,500	100.0%
Total Expenditures	8,334,495	9,165,072	3,941,958	8,833,659	96.4%
Net Change in Fund Balance	1,345,686	332,368	(622,609)	460,661	
Fund Balance at Beginning of Year	2,040,729	3,644,081		3,386,415	36.9%
Fund Balance at End of Year	\$ 3,386,415	\$ 3,976,449		\$ 3,847,076	43.6%

Positive variance compared to historical trends
 Negative variance of 3%-5% and more than \$50,000 compared to historical trends
 Negative variance of >5% and more than \$50,000 compared to historical trends

Positive
 Warning
 Negative

TOWN OF ADDISON
ECONOMIC DEVELOPMENT FUND
FY 2017 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET
With Comparative Information from Prior Fiscal Year

CATEGORY	FY 2015-16 ACTUAL PRIOR YEAR	FY 2016-17 REVISED BUDGET	FY 2016-17 ACTUAL 4TH QTR	FY 2016-17 ACTUAL YTD	ACTUAL YTD as % of Budget
Revenues:					
Ad Valorem taxes:					
Current taxes	\$ 965,009	\$ 1,000,000	\$ (1,150)	991,761	99.2%
Delinquent taxes	(3,257)	209	109	(293)	-140.2%
Penalty & interest	2,268	1,043	311	3,030	290.5%
Business license fee	65,276	67,000	915	60,746	90.7%
Interest income and other	10,796	6,100	2,078	13,740	225.2%
Transfers from General/Hotel Fund	560,524	973,000	243,250	973,000	100.0%
Total Revenues	1,600,615	2,047,352	245,513	2,041,984	99.7%
Expenditures:					
Personnel services	389,360	393,206	115,326	411,962	104.8%
Supplies	41,468	32,450	15,560	27,319	84.2%
Maintenance	52,787	57,362	6,308	18,187	31.7%
Contractual services	840,724	1,523,745	334,566	1,270,263	83.4%
Capital replacement/lease	25,581	23,006	5,751	23,006	100.0%
Total Expenditures	1,349,920	2,029,769	477,511	1,750,737	86.3%
Net Change in Fund Balance	250,695	17,583	(231,998)	291,247	
Fund Balance at Beginning of Year	752,819	660,126		1,003,514	49.4%
Fund Balance at End of Year	\$ 1,003,514	\$ 677,709		\$ 1,294,761	74.0%

Positive variance compared to historical trends

Negative variance of 3%-5% and more than \$50,000 compared to historical trends

Negative variance of >5% and more than \$50,000 compared to historical trends

Positive
Warning
Negative

AIRPORT FUND
FY 2017 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET
With Comparative Information from Prior Fiscal Year

CATEGORY	FY 2015-16 ACTUAL PRIOR YEAR	FY 2016-17 REVISED BUDGET	FY 2016-17 ACTUAL 4TH QTR	FY 2016-17 ACTUAL YTD	ACTUAL YTD as % of Budget
Operating Revenues:					
Operating grants	\$ 110,898	\$ 50,000	\$ -	-	0.0%
Fuel flowage fees	828,240	932,380	242,372	924,328	99.1%
Rental	4,426,111	4,346,485	1,114,181	4,369,905	100.5%
User fees	120,990	48,000	30,531	131,689	274.4%
Other income	170,574	143,677	27,793	75,108	52.3%
Total Operating Revenues:	5,656,813	5,520,542	1,414,877	5,501,030	99.6%
Operating Expenses:					
Town - Personnel services	328,233	411,766	98,731	348,948	84.7%
Town - Supplies	9,350	42,000	5,999	12,956	30.8%
Town - Maintenance	113,270	58,000	13,530	45,828	79.0%
Town - Contractual services	186,435	250,605	45,043	220,370	87.9%
Town - Capital Replacement/Lease	19,160	27,878	6,969	27,878	100.0%
Grant - Maintenance	-	-	-	-	0.0%
Operator - Operations and maintenance	2,964,232	3,125,960	809,792	2,824,119	90.3%
Operator - Service contract	427,703	386,792	86,830	429,675	111.1%
Total Operating Expenses:	4,048,383	4,303,001	1,066,894	3,909,774	90.9%
Operating Income/(Loss)	1,608,430	1,217,541	347,983	1,591,256	
Non-Operating revenues (expenses):					
Interest earnings	-	24,500	10,632	46,162	188.4%
Principal & interest on debt, fiscal fees & other	(592,374)	(587,016)	(62,583)	(587,516)	100.1%
Net Total Non-Operating revenues (expenses):	(592,374)	(562,516)	(51,951)	(541,354)	96.2%
Net Change to Working Capital	1,016,056	655,025	296,032	1,049,902	
Working Capital at Beginning of Year	1,390,969	2,407,025		2,407,025	
Working Capital at End of Year	\$ 2,407,025	\$ 3,062,050		\$ 3,456,927	

(6)

Positive variance compared to historical trends

Positive

Negative variance of 3%-5% and more than \$50,000 compared to historical trends

Warning

Negative variance of >5% and more than \$50,000 compared to historical trends

Negative

UTILITY FUND
FY 2017 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET
With Comparative Information from Prior Fiscal Year

CATEGORY	FY 2015-16 ACTUAL PRIOR YEAR	FY 2016-17 REVISED BUDGET	FY 2016-17 ACTUAL 4TH QTR	FY 2016-17 ACTUAL YTD	ACTUAL YTD as % of Budget
Operating revenues:					
Water sales	\$ 6,056,506	\$ 6,040,000	\$ 1,916,636	6,261,005	103.7%
Sewer charges	4,452,519	4,590,000	1,226,672	4,595,090	100.1%
Tap fees	25,275	7,000	4,300	53,375	762.5%
Penalties	79,319	75,000	21,185	73,283	97.7%
Other Income/(Expenses)	570	15,000	42,578	47,153	314.4%
Total Operating Revenues:	10,614,189	10,727,000	3,211,371	11,029,906	102.8%
Operating expenses:					
Water purchases	3,458,701	3,700,000	1,059,527	3,444,692	93.1%
Wastewater treatment	2,543,156	2,872,000	477,622	2,625,588	91.4%
Utility operations	3,417,873	3,203,516	837,451	2,919,103	91.1%
Total Operating Expenses:	9,419,730	9,775,516	2,374,600	8,989,383	92.0%
Operating Income/(Loss) (excluding depreciation)	1,194,459	951,484	836,771	2,040,523	
Non-Operating revenues (expenses):					
Interest earnings and other	268,742	46,400	18,656	95,753	206.4%
Principal and interest on debt, fiscal fees & other	(1,097,486)	(1,070,358)	(242,435)	(1,070,107)	100.0%
Transfers Out:	-	(800,000)	(200,000)	(800,000)	100.0%
Net Total Non-Operating revenues (expenses):	(828,744)	(1,823,958)	(223,779)	(1,774,354)	97.3%
Net Change to Working Capital	365,715	(872,474)	612,992	266,169	
Working Capital at Beginning of Year	7,799,733	8,165,448		8,165,448	
Working Capital at End of Year	\$ 8,165,448	\$ 7,292,974		\$ 8,431,617	

Positive variance compared to historical trends
 Negative variance of 3%-5% and more than \$50,000 compared to historical trends
 Negative variance of >5% and more than \$50,000 compared to historical trends

Positive
 Warning
 Negative

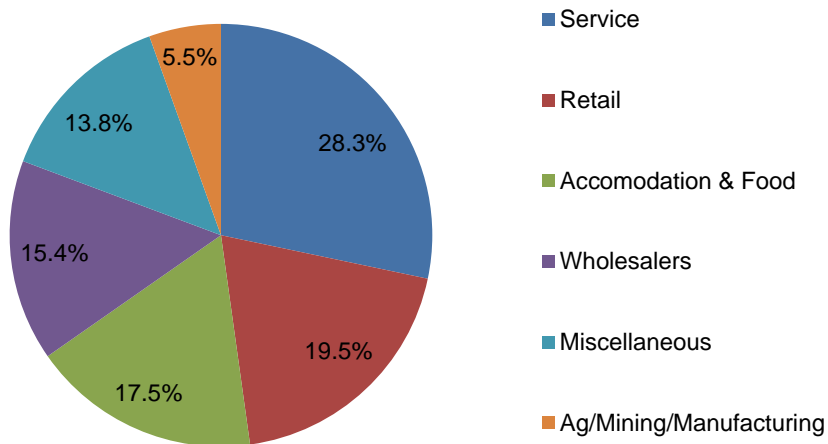
STORM WATER UTILITY FUND
 FY 2017 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET
With Comparative Information from Prior Fiscal Year

CATEGORY	FY 2015-16 ACTUAL PRIOR YEAR	FY 2016-17 REVISED BUDGET	FY 2016-17 ACTUAL 4TH QTR	FY 2016-17 ACTUAL YTD	ACTUAL YTD as % of Budget
Operating revenues:					
Drainage Fees	\$ 1,885,773	\$ 1,850,000	\$ 510,639	1,888,048	102.1%
Total Operating Revenues:	1,885,773	1,850,000	510,639	1,888,048	102.1%
Operating expenses					
Personnel services	74,338	156,619	45,047	115,147	73.5%
Supplies	4,663	12,700	447	4,449	35.0%
Maintenance	57,941	237,200	35,444	123,754	52.2%
Contractual services	294,295	336,727	37,895	112,398	33.4%
Capital Replacement/Lease	-	-	-	-	0.0%
Total Operating Expenses:	431,237	743,246	118,833	355,748	47.9%
Operating Income/(Loss) (excluding depreciation)	1,454,535	1,106,754	391,806	1,532,300	
Non-Operating revenues (expenses):					
Interest earnings and other	92,021	67,700	8,688	69,228	102.3%
Principal and interest on debt, fiscal fees & other	(546,268)	(544,266)	(133,258)	(544,266)	100.0%
Net Total Non-Operating revenues (expenses):	(454,247)	(476,566)	(124,570)	(475,038)	99.7%
Net Change to Working Capital	1,000,288	630,188	267,236	1,057,262	
Working Capital at Beginning of Year	2,756,262	3,756,550		3,756,550	
Working Capital at End of Year	\$ 3,756,550	\$ 4,386,738		\$ 4,813,812	

TOWN OF ADDISON
Schedule of Sales Tax Collections
For the month ending September 30, 2017

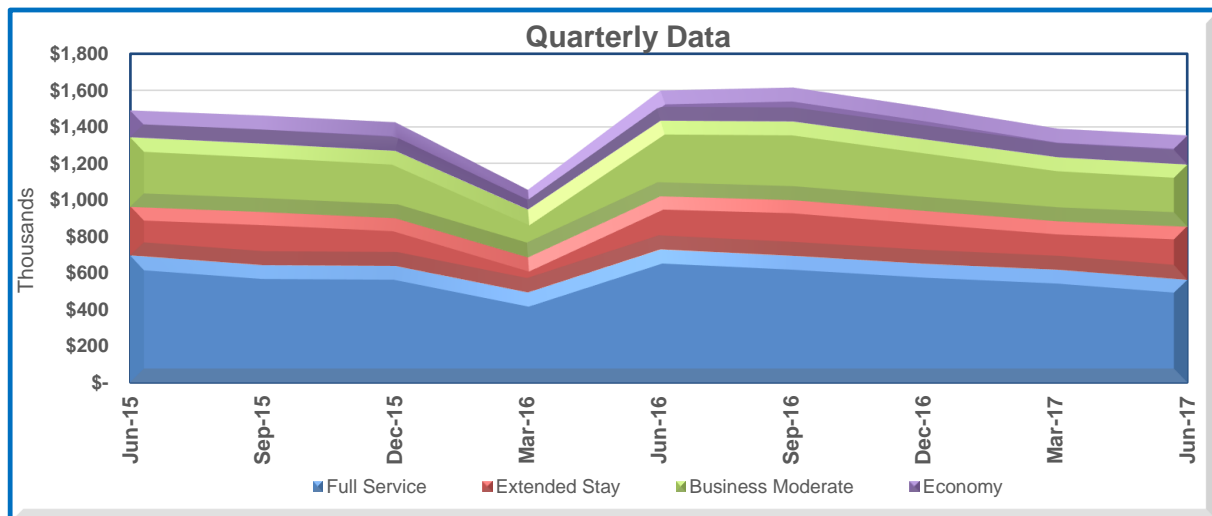
	FY2017 Monthly Collections	% Change from Prior Year	FY2016 Monthly Collections
October	\$ 1,326,017	10.7%	\$ 1,197,786
November	1,059,533	5.1%	1,008,587
December	1,066,606	12.1%	951,849
January	1,421,424	7.8%	1,318,916
February	1,027,098	5.5%	973,782
March	971,913	-3.2%	1,004,487
April	1,296,871	10.1%	1,178,059
May	1,199,541	25.9%	953,129
June	1,204,870	12.2%	1,074,295
July	1,371,537	18.4%	1,158,495
August	1,105,558	15.8%	954,345
September	998,536	-5.6%	1,057,992
	\$ 14,049,504		\$ 12,831,723
Budget:	13,400,000	104.8%	12,705,000

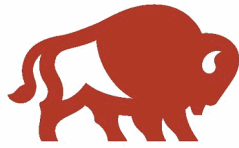
Breakdown of Sales Tax by Economic Category



TOWN OF ADDISON
HOTEL OCCUPANCY TAX COLLECTION
Hotels By Service Type for the Quarter and Year-to-Date Ended September 30, 2017
With Comparative Information from Prior Fiscal Year

	Rooms		July - Sept 2017		17 to 16 % Diff.	YTD FY 2017		17 to 16 % Diff.	
	Number	%	Amount	%		YTD FY 2017	%		
Full Service									
Marriott Quorum	547	14%	\$ 240,282	17%	-5%	\$ 1,031,596	17%	-4%	
Intercontinental	528	13%	184,842	13%	-24%	905,141	15%	-9%	
Crowne Plaza	428	11%	147,252	10%	-3%	618,402	10%	-4%	
	1,503	37%	572,376	41%	-12%	2,555,139	43%	-6%	
Extended Stay									
Budget Suites	344	9%	6,039	0%	15%	17,220	0%	-9%	
Hawthorn Suites	70	2%	21,650	2%	-9%	92,927	2%	0%	
Marriott Residence Inn	150	4%	58,603	4%	-3%	248,069	4%	0%	
Hyatt House	132	3%	61,999	4%	-8%	247,198	4%	-4%	
Homewood Suites	120	3%	54,668	4%	-15%	227,561	4%	-1%	
Home2Suites	132	3%	63,106	4%	0%	162,106	3%	0%	
Springhill Suites	159	4%	61,019	4%	-13%	277,469	5%	-10%	
	1,107	27%	327,084	23%	12%	1,272,550	21%	10%	
Business Moderate									
Marriott Courtyard Quorum	176	4%	86,602	6%	0%	373,846	6%	0%	
LaQuinta Inn	152	4%	46,392	3%	-13%	203,218	3%	-10%	
Marriott Courtyard Proton	145	4%	56,133	4%	-19%	246,236	4%	-11%	
Radisson - Addison	101	2%	42,224	3%	4%	168,742	3%	1%	
Hilton Garden Inn	96	2%	51,758	4%	-10%	214,756	4%	-5%	
Holiday Inn Express	102	3%	32,936	2%	-28%	140,550	2%	-27%	
Best Western Plus	85	2%	32,085	2%	-4%	125,470	2%	-3%	
	857	21%	348,130	25%	-10%	1,472,818	25%	-7%	
Economy									
Motel 6	124	3%	28,932	2%	0%	108,926	2%	-8%	
Hampton Inn	158	4%	60,326	4%	-12%	259,211	4%	-8%	
Red Roof Inn	105	3%	31,575	2%	-2%	119,638	2%	12%	
Quality Suites North/Galleria	78	2%	19,196	1%	-27%	82,796	1%	-24%	
Super 8	65	2%	9,112	1%	-27%	39,718	1%	-13%	
America's Best Value Inn	50	1%	7,719	1%	5%	29,540	0%	22%	
	580	14%	156,860	11%	-11%	639,829	11%	-7%	
TOTAL	4,047	100%	\$ 1,404,450	100%	-7%	\$ 5,940,336	100%	-3%	





Town of Addison



For the Month Ended
September 30, 2017

Report Name

Certification Page

Executive Summary

Benchmark Comparison

Detail of Security Holdings

Change in Value

Earned Income

Investment Transactions

Amortization and Accretion

Projected Fixed Income Cash Flows

MARKET RECAP -SEPTEMBER 2017:

As September began the nation was focused on the devastation wrought by Hurricane Harvey along the Texas Gulf coast, followed quickly by fears of what Hurricane Irma would bring in Florida. But as Houston and the surrounding area began to dry out and Irma did less damage than initially feared, market focus shifted back to economic data, geopolitics, and the Fed. The August employment report showed nonfarm payrolls rose by just +156k in August, falling short of the +180k median forecast, while the previous two months were revised downward by a combined -41k. The unemployment rate climbed from 4.3% to 4.4% while average hourly earnings rose +0.1%, half the expected +0.2% gain, holding the year-over-year increase at a tepid +2.5%. The ISM manufacturing index climbed from 56.3 to 58.8, the highest level in more than six years. The non-manufacturing ISM survey showed the outlook for purchasing managers in the service sector had improved in August, rising from an 11-month low of 53.9 to 55.3. An unexpected decline in August retail sales and downward revisions to the previous two months indicate Americans tempered their spending during the summer months. Retail sales fell -0.2% in August, well below the +0.1% median forecast. The retail sales control group, used in GDP calculations, fell by -0.1% in August while July's original +0.6% showing was revised down to +0.3% suggesting weaker economic growth and refuting the notion that August's sluggishness could be blamed on Harvey. The August Consumer Price Index (CPI) rose +0.4% due in part to higher energy prices, while core CPI rose +0.2%, the biggest advance since February. On a year-on-year basis, the headline consumer inflation rate rose from +1.7% to +1.9%, while core CPI was unchanged at +1.7%. Energy prices are likely to move higher in September as the hurricane effects assert themselves. In fact, hurricane effects will be skewing a wide range of data in the coming months.

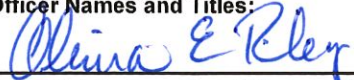

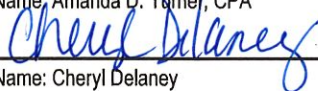
In other news, Congress came together long enough to pass a hurricane relief bill that included a continuing resolution to fund the government through mid-December, as well as a debt ceiling suspension that kicks the can down the road until the second quarter of 2018. North Korea detonated a hydrogen bomb estimated to be 10 times the strength of the nuclear bomb dropped on Hiroshima. This threat and the bombastic rhetoric between President Trump and Kim Jong-Un is ongoing. The FOMC's September meeting went exactly as expected with the Fed electing to hold the fed funds rate unchanged within a target range of 1.0% to 1.25% and also announcing a late October start date for the gradual reduction of its \$4.5 trillion portfolio. Somewhat surprisingly, the Fed dot plot continues to call for another 25 basis point rate hike before the end of this year, three more 25 basis point hikes in 2018, two in 2019 and one in 2020. The message from the FOMC was slightly more hawkish than markets had expected and the result was a sell-off in bonds that sent yields sharply higher through month end. The two-year Treasury note, after reaching a low of 1.27% in early September, closed the month at 1.49% while the ten-year went from 2.04% to 2.34%. Stock markets continued their march higher with all three of the major indices closing September at, or very near, record highs.

For the Month Ended
September 30, 2017

This report is prepared for the **Town of Addison** (the "Entity") in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the Entity's investment officers and includes the disclosures required in the PFIA. To the extent possible, market prices have been obtained from independent pricing sources.

The investment portfolio complied with the PFIA and the Entity's approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the Entity and were made in full compliance with the PFIA and the approved Investment Policy.

Officer Names and Titles:

	
Name: Olivia Espinoza-Riley, CPA	Title: Interim Chief Financial Officer
	
Name: Amanda D. Turner, CPA	Title: Controller
	
Name: Cheryl Delaney	Title: Deputy City Manager

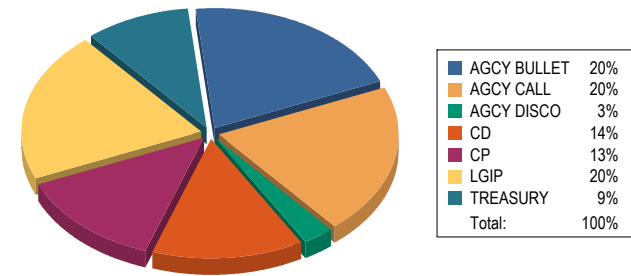
Account Summary

Allocation by Security Type

Beginning Values as of 08/31/17

Ending Values as of 09/30/17

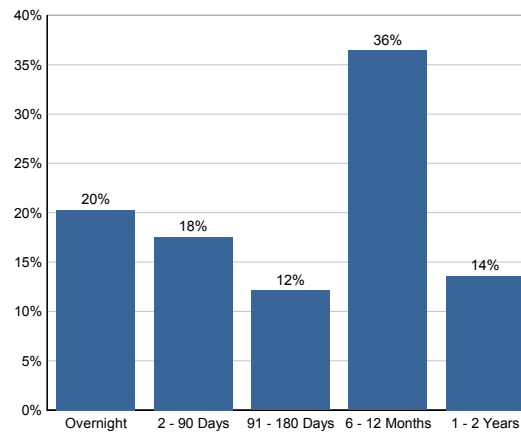
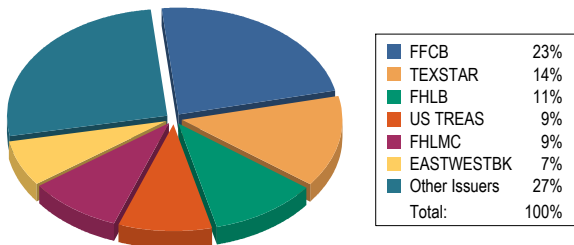
Par Value	77,025,774.72	74,049,994.75
Market Value	76,949,673.72	73,974,707.75
Book Value	76,981,407.30	74,017,050.74
Unrealized Gain/(Loss)	(31,733.58)	(42,342.99)
Market Value %	99.96%	99.94%
Weighted Avg. YTW	1.099%	1.077%
Weighted Avg. YTM	1.099%	1.077%



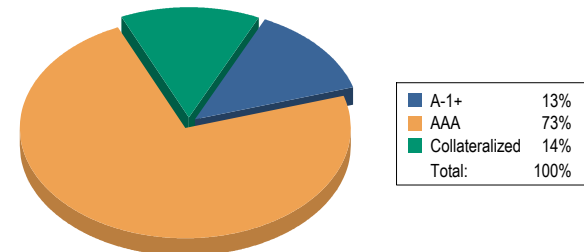
Allocation by Issuer

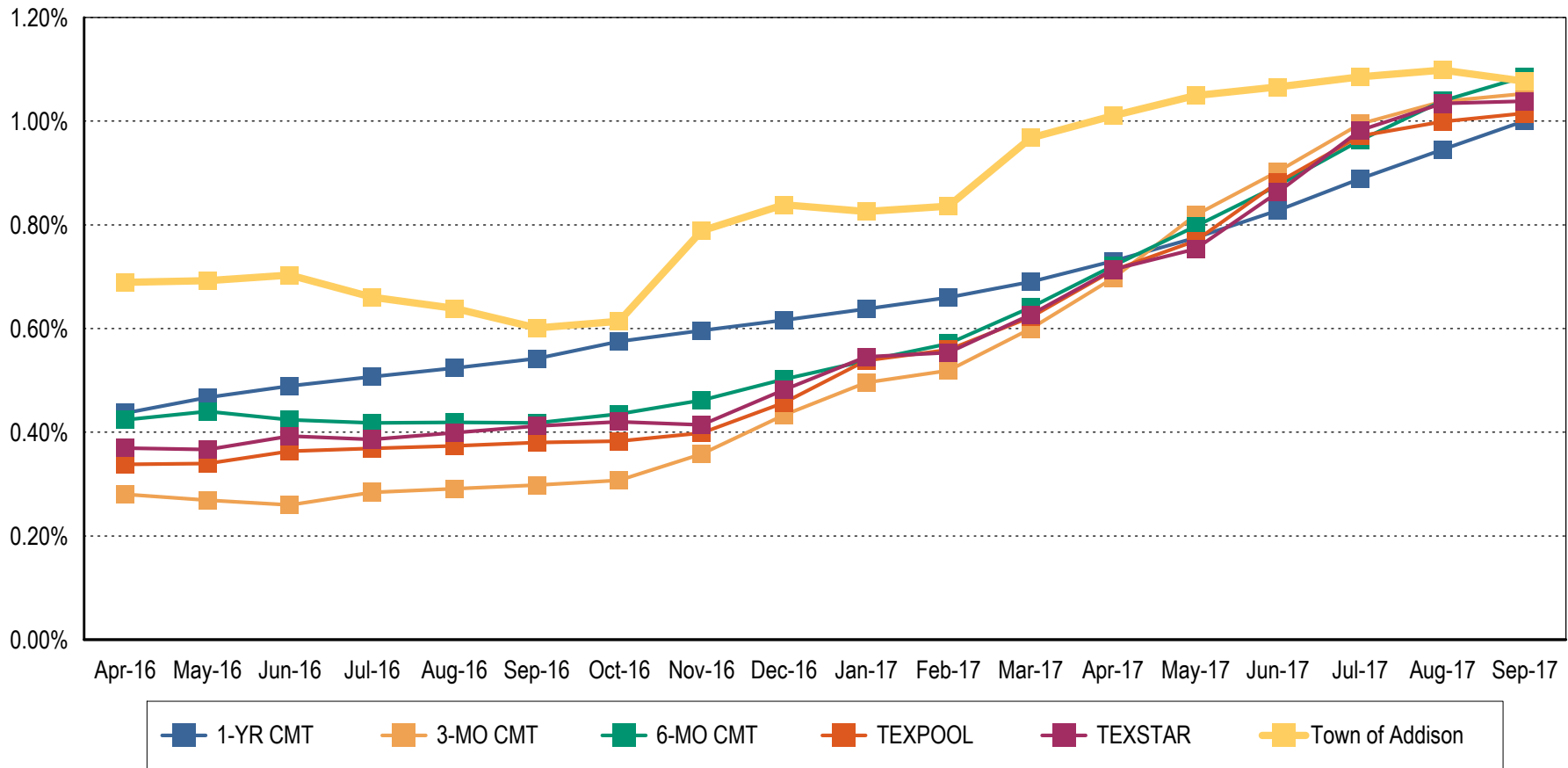
Maturity Distribution %

Credit Quality



Weighted Average Days to Maturity: 189





Note 1: CMT stands for Constant Maturity Treasury. This data is published in Federal Reserve Statistical Release H.15 and represents an average of all actively traded Treasury securities having that time remaining until maturity. This is a standard industry benchmark for Treasury securities. The CMT benchmarks are moving averages. The 3-month CMT is the daily average for the previous 3 months, the 6-month CMT is the daily average for the previous 6 months, and the 1-year and 2-year CMT's are the daily averages for the previous 12-months.

Note 2: Benchmark data for TexPool is the monthly average yield.

Note 3: Benchmark data for TexSTAR is the monthly average yield.

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Pooled Funds																	
TEXPOOL		LGIP	TexPool					4,656,538.92	100.000	4,656,538.92	4,656,538.92	100.000	4,656,538.92	1		1.015	1.015
TEXSTAR		LGIP	TexSTAR					10,337,183.34	100.000	10,337,183.34	10,337,183.34	100.000	10,337,183.34	1		1.038	1.038
79584JXS0	07/28/17	CP - DISC	Salvation Army		10/26/17			3,000,000.00	99.688	2,990,625.00	2,997,395.82	99.912	2,997,360.00	26		1.254	1.254
912828PF1	03/13/17	TREAS NOTE	U.S. Treasury	1.875	10/31/17			5,000,000.00	100.559	5,027,929.69	5,003,604.50	100.064	5,003,175.00	31		0.986	0.986
3133EGJ97	11/25/16	AGCY BULET	FFCB	0.750	11/21/17			3,000,000.00	99.882	2,996,460.00	2,999,501.82	99.944	2,998,326.00	52		0.870	0.870
313397QZ7	03/28/17	AGCY DISCO	FHLMC		12/26/17			2,000,000.00	99.280	1,985,591.67	1,995,461.12	99.754	1,995,088.00	87		0.957	0.957
89233HAV6	05/04/17	CP - DISC	Toyota Mtr Cr		01/29/18			5,000,000.00	98.995	4,949,750.00	4,977,666.65	99.539	4,976,955.00	121		1.354	1.354
3133EGE68	11/25/16	AGCY BULET	FFCB	0.800	03/08/18			4,000,000.00	99.681	3,987,240.00	3,995,653.40	99.823	3,992,932.00	159		1.050	1.050
3133EFJM0	10/30/15	AGCY CALL	FFCB	0.930	04/13/18	Anytime	CONT	10,000,000.00	99.805	9,980,500.00	9,995,721.60	99.781	9,978,140.00	195	5	1.011	1.011
46640QDP3	07/28/17	CP - DISC	J.P.Morgan Sec		04/23/18			2,000,000.00	98.872	1,977,433.89	1,982,886.66	99.146	1,982,914.00	205		1.527	1.527
3134G9JD0	04/26/17	AGCY CALL	FHLMC	1.000	05/11/18	11/11/2017	QRTLY	5,000,000.00	99.848	4,992,400.00	4,995,535.35	99.815	4,990,740.00	223	42	1.147	1.147
313379DT3	03/28/17	AGCY BULET	FHLB	1.250	06/08/18			5,000,000.00	100.130	5,006,500.00	5,003,754.85	99.981	4,999,030.00	251		1.140	1.140
912828XK1	04/21/17	TREAS NOTE	U.S. Treasury	0.875	07/15/18			2,000,000.00	99.719	1,994,375.00	1,996,406.72	99.652	1,993,046.00	288		1.105	1.105
313375K48	03/28/17	AGCY BULET	FHLB	2.000	09/14/18			3,000,000.00	101.196	3,035,880.00	3,023,467.50	100.567	3,017,007.00	349		1.172	1.172
CD-3820-2	01/30/16	CD	Green Bk CD	1.000	01/29/19			5,000,000.00	100.000	5,000,000.00	5,000,000.00	100.000	5,000,000.00	486		1.000	1.000
CD-8603	07/28/16	CD	East West Bk CD	0.950	07/28/19			5,056,272.49	100.000	5,056,272.49	5,056,272.49	100.000	5,056,272.49	666		0.950	0.950
Total for Pooled Funds								74,049,994.75	99.899	73,974,680.00	74,017,050.74	99.899	73,974,707.75	189		1.077	1.077
Total for Town of Addison								74,049,994.75	99.899	73,974,680.00	74,017,050.74	99.899	73,974,707.75	189		1.077	1.077

CUSIP	Security Type	Security Description	08/31/17 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	09/30/17 Book Value	08/31/17 Market Value	09/30/17 Market Value	Change in Mkt Value
Pooled Funds											
TEXPOOL	LGIP	TexPool	4,652,656.82	3,882.10	0.00	0.00	0.00	4,656,538.92	4,652,656.82	4,656,538.92	3,882.10
TEXSTAR	LGIP	TexSTAR	8,328,938.12	2,008,245.22	0.00	0.00	0.00	10,337,183.34	8,328,938.12	10,337,183.34	2,008,245.22
46640PWB5	CP - DISC	J.P.Morgan Sec 0.000 09/11/17	4,998,055.55	0.00	(5,000,000.00)	1,944.45	0.00	0.00	4,998,145.00	0.00	(4,998,145.00)
79584JXS0	CP - DISC	Salvation Army 0.000 10/26/17	2,994,270.84	0.00	0.00	3,124.98	0.00	2,997,395.82	2,994,306.00	2,997,360.00	3,054.00
912828PF1	TREAS NOTE	U.S. Treasury 1.875 10/31/17	5,007,209.00	0.00	0.00	(3,604.50)	0.00	5,003,604.50	5,006,580.00	5,003,175.00	(3,405.00)
3133EGJ97	AGCY BULET	FFCB 0.750 11/21/17	2,999,202.93	0.00	0.00	298.89	0.00	2,999,501.82	2,997,642.00	2,998,326.00	684.00
313397QZ7	AGCY DISCO	FHLMC 0.000 12/26/17	1,993,877.78	0.00	0.00	1,583.34	0.00	1,995,461.12	1,993,298.00	1,995,088.00	1,790.00
89233HAV6	CP - DISC	Toyota Mtr Cr 0.000 01/29/18	4,972,083.35	0.00	0.00	5,583.30	0.00	4,977,666.65	4,972,315.00	4,976,955.00	4,640.00
3133EGE68	AGCY BULET	FFCB 0.800 03/08/18	3,994,823.84	0.00	0.00	829.56	0.00	3,995,653.40	3,992,180.00	3,992,932.00	752.00
3133EFJM0	AGCY CALL	FFCB 0.930 04/13/18	9,995,056.30	0.00	0.00	665.30	0.00	9,995,721.60	9,981,330.00	9,978,140.00	(3,190.00)
46640QDP3	CP - DISC	J.P.Morgan Sec 0.000 04/23/18	1,980,370.00	0.00	0.00	2,516.66	0.00	1,982,886.66	1,980,442.00	1,982,914.00	2,472.00
3134G9JD0	AGCY CALL	FHLMC 1.000 05/11/18	4,994,929.40	0.00	0.00	605.95	0.00	4,995,535.35	4,991,080.00	4,990,740.00	(340.00)
313379DT3	AGCY BULET	FHLB 1.250 06/08/18	5,004,209.00	0.00	0.00	(454.15)	0.00	5,003,754.85	5,000,160.00	4,999,030.00	(1,130.00)
912828XK1	TREAS NOTE	U.S. Treasury 0.875 07/15/18	1,996,036.28	0.00	0.00	370.44	0.00	1,996,406.72	1,994,062.00	1,993,046.00	(1,016.00)
313375K48	AGCY BULET	FHLB 2.000 09/14/18	3,025,508.31	0.00	0.00	(2,040.81)	0.00	3,023,467.50	3,022,359.00	3,017,007.00	(5,352.00)
CD-3820-2	CD	Green Bk CD 1.000 01/29/19	5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00	5,000,000.00	5,000,000.00	0.00
CD-8603	CD	East West Bk CD 0.950 07/28/19	5,044,179.78	12,092.71	0.00	0.00	0.00	5,056,272.49	5,044,179.78	5,056,272.49	12,092.71
Total for Pooled Funds			76,981,407.30	2,024,220.03	(5,000,000.00)	11,423.41	0.00	74,017,050.74	76,949,673.72	73,974,707.75	(2,974,965.97)
Total for Town of Addison			76,981,407.30	2,024,220.03	(5,000,000.00)	11,423.41	0.00	74,017,050.74	76,949,673.72	73,974,707.75	(2,974,965.97)

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Pooled Funds									
TEXPOOL	LGIP	TexPool	0.00	3,882.10	3,882.10	0.00	0.00	0.00	3,882.10
TEXSTAR	LGIP	TexSTAR	0.00	8,245.22	8,245.22	0.00	0.00	0.00	8,245.22
46640PWB5	CP - DISC	J.P.Morgan Sec 0.000 09/11/17	0.00	0.00	0.00	0.00	0.00	1,944.45	1,944.45
79584JXS0	CP - DISC	Salvation Army 0.000 10/26/17	0.00	0.00	0.00	0.00	0.00	3,124.98	3,124.98
912828PF1	TREAS NOTE	U.S. Treasury 1.875 10/31/17	31,589.67	7,642.67	0.00	0.00	39,232.34	(3,604.50)	4,038.17
3133EGJ97	AGCY BULET	FFCB 0.750 11/21/17	6,250.00	1,875.00	0.00	0.00	8,125.00	298.89	2,173.89
313397QZ7	AGCY DISCO	FHLMC 0.000 12/26/17	0.00	0.00	0.00	0.00	0.00	1,583.34	1,583.34
89233HAV6	CP - DISC	Toyota Mtr Cr 0.000 01/29/18	0.00	0.00	0.00	0.00	0.00	5,583.30	5,583.30
3133EGE68	AGCY BULET	FFCB 0.800 03/08/18	15,377.78	2,666.66	16,000.00	0.00	2,044.44	829.56	3,496.22
3133EFJM0	AGCY CALL	FFCB 0.930 04/13/18	35,650.00	7,750.00	0.00	0.00	43,400.00	665.30	8,415.30
46640QDP3	CP - DISC	J.P.Morgan Sec 0.000 04/23/18	0.00	0.00	0.00	0.00	0.00	2,516.66	2,516.66
3134G9JD0	AGCY CALL	FHLMC 1.000 05/11/18	15,277.78	4,166.66	0.00	0.00	19,444.44	605.95	4,772.61
313379DT3	AGCY BULET	FHLB 1.250 06/08/18	14,409.72	5,208.34	0.00	0.00	19,618.06	(454.15)	4,754.19
912828XK1	TREAS NOTE	U.S. Treasury 0.875 07/15/18	2,282.61	1,426.63	0.00	0.00	3,709.24	370.44	1,797.07
313375K48	AGCY BULET	FHLB 2.000 09/14/18	27,833.33	5,000.00	30,000.00	0.00	2,833.33	(2,040.81)	2,959.19
CD-3820-2	CD	Green Bk CD 1.000 01/29/19	4,657.53	4,109.59	0.00	0.00	8,767.12	0.00	4,109.59
CD-8603	CD	East West Bk CD 0.950 07/28/19	8,271.07	3,953.24	12,092.71	0.00	131.60	0.00	3,953.24
Total for Pooled Funds			161,599.49	55,926.11	70,220.03	0.00	147,305.57	11,423.41	67,349.52
Total for Town of Addison			161,599.49	55,926.11	70,220.03	0.00	147,305.57	11,423.41	67,349.52

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
Pooled Funds															
Maturities															
09/11/17	09/11/17	46640PWB5	CP - DISC	J.P.Morgan Sec		09/11/17		5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00		1.415	
Total for: Maturities								5,000,000.00		5,000,000.00	0.00	5,000,000.00		1.415	
Income Payments															
09/08/17	09/08/17	3133EGE68	AGCY BULET	FFCB	0.800	03/08/18				0.00	16,000.00	16,000.00			
09/14/17	09/14/17	313375K48	AGCY BULET	FHLB	2.000	09/14/18				0.00	30,000.00	30,000.00			
09/30/17	09/30/17	CD-8603	CD	East West Bk CD	0.950	07/28/19				0.00	12,092.71	12,092.71			
Total for: Income Payments										0.00	58,092.71	58,092.71			
Capitalized Interest															
09/30/17	09/30/17	CD-8603	CD	East West Bk CD	0.950	07/28/19		12,092.71	100.000	12,092.71	0.00	12,092.71			
Total for: Capitalized Interest								12,092.71		12,092.71	0.00	12,092.71			

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
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Total for All Portfolios

Transaction Type	Quantity	Total Amount	Realized G/L	YTM	YTW
Total Maturities	5,000,000.00	5,000,000.00		1.415	
Total Income Payments	0.00	58,092.71			
Total Capitalized Interest	12,092.71	12,092.71			

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
Pooled Funds											
46640PWB5	12/16/16	CP - DISC	J.P.Morgan Sec 0.000 09/11/17		0.00	98.954	0.00	1,944.45	0.00	0.00	0.00
79584JXS0	07/28/17	CP - DISC	Salvation Army 0.000 10/26/17		3,000,000.00	99.688	2,990,625.00	3,124.98	6,770.82	2,604.18	2,997,395.82
912828PF1	03/13/17	TREAS NOTE	U.S. Treasury 1.875 10/31/17		5,000,000.00	100.559	5,027,929.69	(3,604.50)	(24,325.19)	(3,604.50)	5,003,604.50
3133EGJ97	11/25/16	AGCY BULET	FFCB 0.750 11/21/17		3,000,000.00	99.882	2,996,460.00	298.89	3,041.82	498.18	2,999,501.82
313397QZ7	03/28/17	AGCY DISCO	FHLMC 0.000 12/26/17		2,000,000.00	99.280	1,985,591.67	1,583.34	9,869.45	4,538.88	1,995,461.12
89233HAV6	05/04/17	CP - DISC	Toyota Mtr Cr 0.000 01/29/18		5,000,000.00	98.995	4,949,750.00	5,583.30	27,916.65	22,333.35	4,977,666.65
3133EGE68	11/25/16	AGCY BULET	FFCB 0.800 03/08/18		4,000,000.00	99.681	3,987,240.00	829.56	8,413.40	4,346.60	3,995,653.40
3133EFJM0	10/30/15	AGCY CALL	FFCB 0.930 04/13/18		10,000,000.00	99.805	9,980,500.00	665.30	15,221.60	4,278.40	9,995,721.60
46640QDP3	07/28/17	CP - DISC	J.P.Morgan Sec 0.000 04/23/18		2,000,000.00	98.872	1,977,433.89	2,516.66	5,452.77	17,113.34	1,982,886.66
3134G9JD0	04/26/17	AGCY CALL	FHLMC 1.000 05/11/18	11/11/17	5,000,000.00	99.848	4,992,400.00	605.95	3,135.35	4,464.65	4,995,535.35
313379DT3	03/28/17	AGCY BULET	FHLB 1.250 06/08/18		5,000,000.00	100.130	5,006,500.00	(454.15)	(2,745.15)	(3,754.85)	5,003,754.85
912828XK1	04/21/17	TREAS NOTE	U.S. Treasury 0.875 07/15/18		2,000,000.00	99.719	1,994,375.00	370.44	2,031.72	3,593.28	1,996,406.72
313375K48	03/28/17	AGCY BULET	FHLB 2.000 09/14/18		3,000,000.00	101.196	3,035,880.00	(2,040.81)	(12,412.50)	(23,467.50)	3,023,467.50
CD-3820-2	01/30/16	CD	Green Bk CD 1.000 01/29/19		5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
CD-8603	07/28/16	CD	East West Bk CD 0.950 07/28/19		5,056,272.49	100.000	5,056,272.49	0.00	0.00	0.00	5,056,272.49
Total for Pooled Funds					59,056,272.49		58,980,957.74	11,423.41	42,370.74	32,944.01	59,023,328.48
Total for Town of Addison					59,056,272.49		58,980,957.74	11,423.41	42,370.74	32,944.01	59,023,328.48

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Pooled Funds						
3133EFJM0	AGCY CALL	FFCB 0.930 04/13/18	10/13/17	46,500.00	0.00	46,500.00
79584JXS0	CP - DISC	Salvation Army 0.000 10/26/17	10/26/17	0.00	3,000,000.00	3,000,000.00
CD-3820-2	CD	Green Bk CD 1.000 01/29/19	10/29/17	12,500.00	0.00	12,500.00
912828PF1	TREAS NOTE	U.S. Treasury 1.875 10/31/17	10/31/17	46,875.00	5,000,000.00	5,046,875.00
3134G9JD0	AGCY CALL	FHLMC 1.000 05/11/18	11/11/17	25,000.00	0.00	25,000.00
3133EGJ97	AGCY BULET	FFCB 0.750 11/21/17	11/21/17	11,250.00	3,000,000.00	3,011,250.00
313379DT3	AGCY BULET	FHLB 1.250 06/08/18	12/08/17	31,250.00	0.00	31,250.00
313397QZ7	AGCY DISCO	FHLMC 0.000 12/26/17	12/26/17	0.00	2,000,000.00	2,000,000.00
CD-8603	CD	East West Bk CD 0.950 07/28/19	12/31/17	12,008.64	0.00	12,008.64
912828XK1	TREAS NOTE	U.S. Treasury 0.875 07/15/18	01/15/18	8,750.00	0.00	8,750.00
CD-3820-2	CD	Green Bk CD 1.000 01/29/19	01/29/18	12,500.00	0.00	12,500.00
89233HAV6	CP - DISC	Toyota Mtr Cr 0.000 01/29/18	01/29/18	0.00	5,000,000.00	5,000,000.00
3133EGE68	AGCY BULET	FFCB 0.800 03/08/18	03/08/18	16,000.00	4,000,000.00	4,016,000.00
313375K48	AGCY BULET	FHLB 2.000 09/14/18	03/14/18	30,000.00	0.00	30,000.00
Total for Pooled Funds				252,633.64	22,000,000.00	22,252,633.64

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Total for All Portfolios						
			October 2017	105,875.00	8,000,000.00	8,105,875.00
			November 2017	36,250.00	3,000,000.00	3,036,250.00
			December 2017	43,258.64	2,000,000.00	2,043,258.64
			January 2018	21,250.00	5,000,000.00	5,021,250.00
			March 2018	46,000.00	4,000,000.00	4,046,000.00
Total Projected Cash Flows for Town of Addison				252,633.64	22,000,000.00	22,252,633.64

Work Session and Regular Meeting**Meeting Date:** 01/09/2018**Department:** Police**Pillars:** Gold Standard in Public Safety**Milestones:** Maximize use of cutting edge technology to enhance public safety

AGENDA CAPTION:

Present and Discuss **Public Safety Technology Options to Increase the Perception of Safety.**

BACKGROUND:

This item is intended to begin the discussion of what can be done in neighborhoods to increase the perception of safety. At the July 11, 2017 Council Meeting, the City Council adopted seven strategic pillars and nine priority milestones for Fiscal Year 2018. One of these pillars, Gold Standard in Public Safety, included a milestone to "maximize use of cutting edge technology to enhance public safety."

Voters approved funds in the 2012 bond election for a wireless network in the amount of \$2 million. Staff will work with our Bond Counsel to discuss options for using these funds to purchase and install various technologies in strategic locations throughout the Town. This would assist public safety officials with investigations and help to deter crime.

Additionally, there have been requests by Council Members and residents to explore additional lighting in some neighborhoods. In the past, the Town has requested additional lights from Oncor who will, upon determining the best location with staff's guidance for each light depending on the availability of power and a transformer, install additional poles. Oncor will then provide an allowance for each light pole. If the pole installation does not exceed the allowance, the Town pays nothing. If it does exceed the allowance, the Town must cover the difference. The Town will also be responsible for the per pole annual cost of electricity.

RECOMMENDATION:

Staff requests direction from Council.
