



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

**January 23, 2018**

**ADDISON TOWN HALL**

**5300 BELT LINE RD., DALLAS, TX 75254  
5:15 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**
- **The ponds or lakes at Vitruvian Park located within the vicinity and east of the intersection of Vitruvian Way and Ponte Ave., and Farmers Branch Creek**

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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.
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**WORK SESSION**

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

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  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.**

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  5. Present and Discuss the **Format for City Council Meetings.**
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## **REGULAR MEETING**

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### **Pledge of Allegiance**

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Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

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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 and Recognize the **Firefighter and Paramedic of the Year for the Addison Fire Department.**
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### **Consent Agenda:**

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

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8. Consider Action to Approve the January 9, 2018 City Council Meeting Minutes.

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9. Consider Action to Approve an Ordinance Ordering an Election on May 5, 2018 for the Purpose of Electing Three (3) City Council Members for Two-Year Terms.

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10. Consider Action to Approve a Resolution for the Financial Plan and Rate Model for Water and Sewer Utility Rates.

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Regular Items

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11. Present, Discuss, and Consider Action on a Resolution with Ady Advantage/Gateway Planning for the Development of an Economic Development Strategic Plan for the Town of Addison and Authorize the City Manager to Execute the Agreement in an Amount not to Exceed \$100,000.

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12. Present and Discuss Appointments to Upcoming Special Project Committees and Consider Action on a Resolution for Appointments to the Parks Master Plan Special Project Committee and a Resolution for Appointments to the Addison Circle/Cotton Belt Special Area Study Special Project Committee.

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13. Present and Discuss Public Safety Technology Options to Increase the Perception of Safety.

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

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Adjourn Meeting

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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.

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Posted:

Christie Wilson, 01/18/2018 by 5:00 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-2521

3.

**Work Session and Regular Meeting**

**Meeting Date:** 01/23/2018

**Department:** City Manager

**Pillars:** Gold Standard for Financial Health

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**AGENDA CAPTION:**

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

**BACKGROUND:**

This "Debt 101" presentation is designed to assist the citizens, businesses owners, and the general public in understanding the use of municipal debt. Cities use debt to finance public infrastructure projects such as city facilities, parks, streets, water, sewer and drainage improvements. Debt financing allows cities to finance projects, capital assets, or improvements to existing assets over their useful life.

The presentation will address the following concepts:

- How municipal debt is different from personal and corporate debt
- Use of municipal debt
- Alternatives to issuing debt and the impact
- Importance of bond ratings
- Review of Town of Addison's existing debt
- Addison's 10-year debt capacity analysis
- Process and legal requirements for issuing municipal debt

This presentation, which will be made by the Town's Financial Advisors Nick Bulaich and David Medanich from Hilltop Securities, is intended to be the first of several discussions regarding municipal debt.

Attached to this presentation is a companion document called Debt 101- Frequently Asked Questions (FAQ) which can be used to provide additional explanations regarding municipal debt. This information will also be available on the Town of Addison website.

**RECOMMENDATION:**

Information only, no action required.

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**Attachments**

Presentation - Debt 101

Frequently Asked Questions - Debt 101

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Contacts

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Debt 101 and Capacity Analysis

Town of Addison, Texas

January 23, 2018

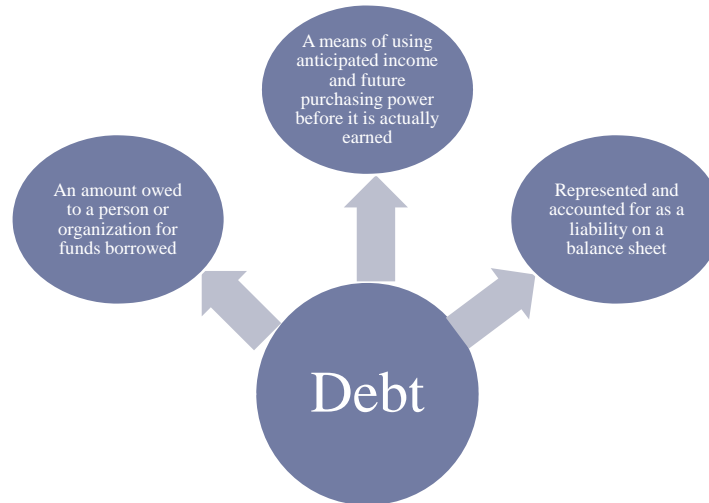
## Topics of Discussion



- Debt 101 and Overview
- Bond Ratings
- Existing Debt and Capacity Analysis
- Process for Issuing Debt
- Next Steps

TOWN OF ADDISON, TEXAS

## What is Debt?

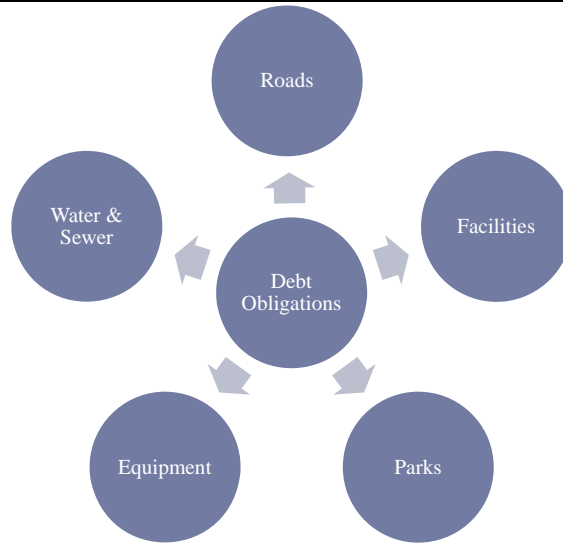


**Bonds** are the most common type of municipal **debt**.

## Why Municipalities Use Debt?

- To finance projects, capital assets, or make improvements to existing assets over their useful lives with a variety of repayment options
- So future beneficiaries pay their “fair share” for public improvements/service - debt is repaid overtime by citizens who are using the debt-financed asset
- To finance larger projects on a more timely basis as compared to ‘**pay as you go**’ funding
- To help minimize the impact on property tax and/or user rates as compared to ‘**pay as you go**’ funding
- To take advantage of tax-exempt, low-cost, long-term financing

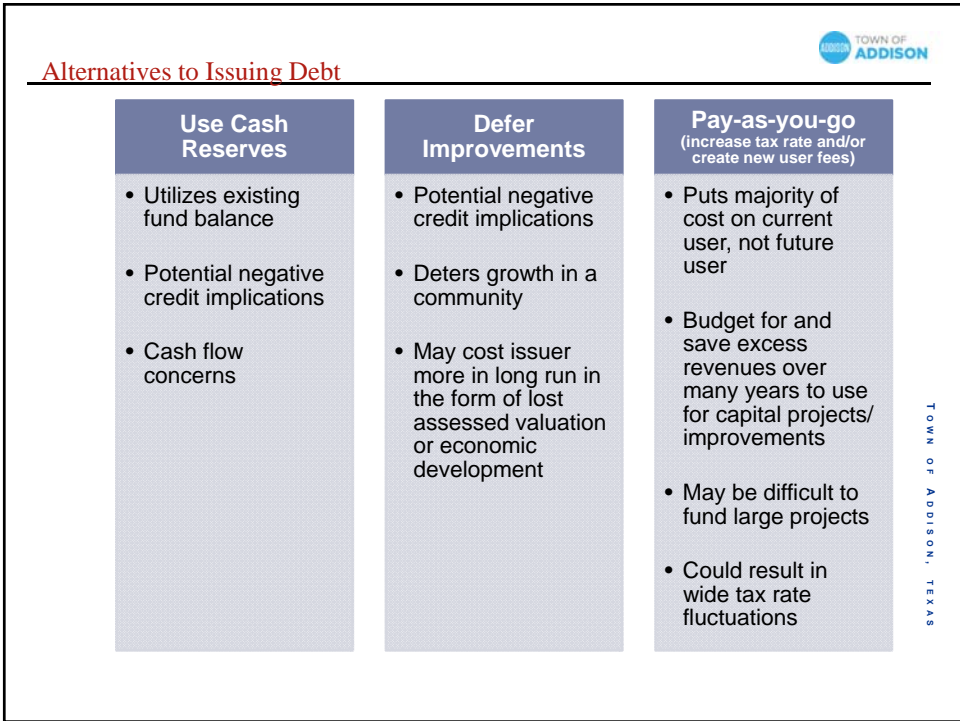
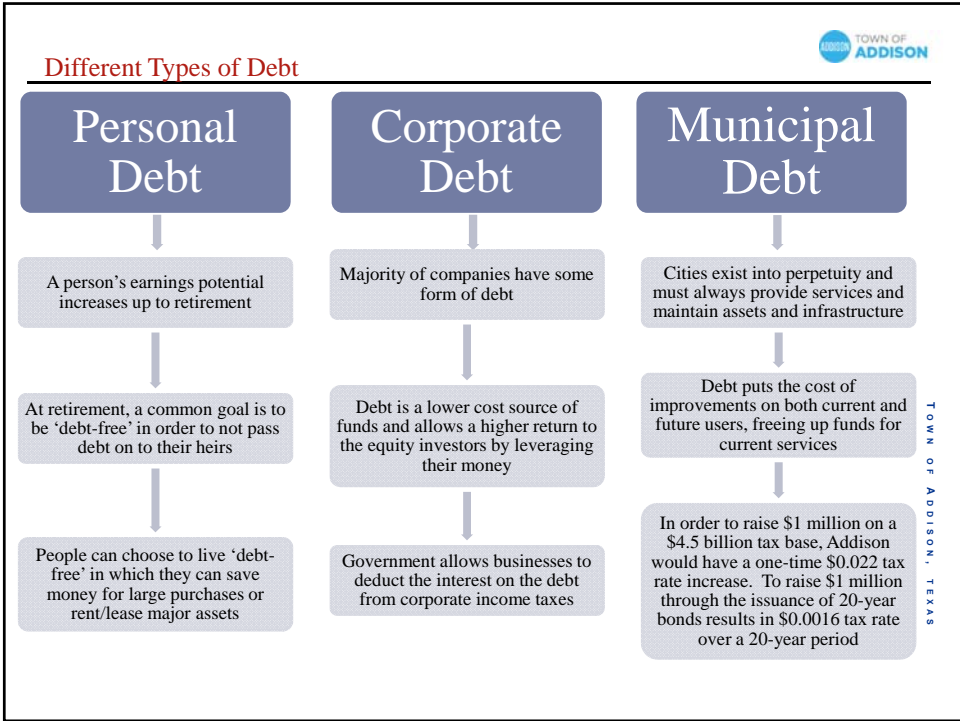
## What Does Debt Fund?



\*Addison issues debt to fund infrastructure improvements.

## Operating Expenses are NOT Funded by Debt?

- Addison does not use debt to finance its operating expenses
- The Town's Charter and State law requires the Town to maintain a balanced budget
- Addison does NOT operate at a deficit like the Federal Government



## What are Bond Ratings?

# Bond Ratings

Assesses the ability and willingness of debt issuers to make full and timely payments expressed as a grade

The *higher* the bond rating, the *lower* the interest rate

Allows investment community to easily compare the soundness/competence of an investment. Good ratings mean well run cities.

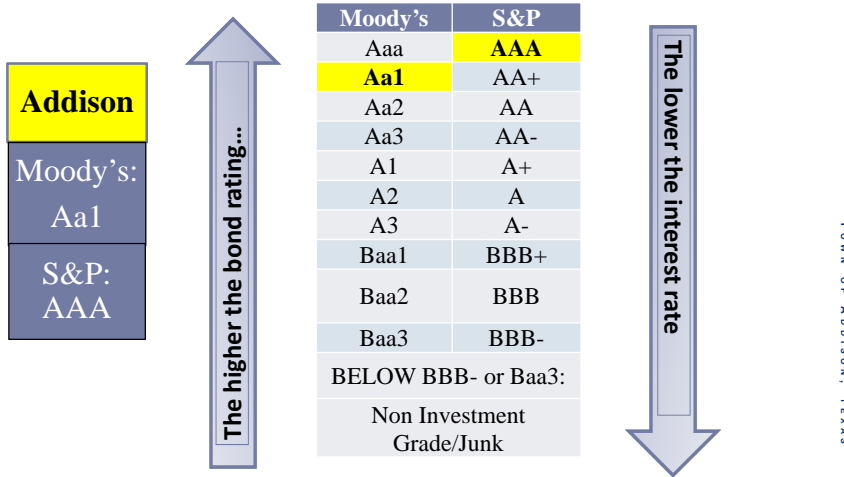
## Bond Ratings – Credit Criteria

Credit ratings are based on a variety of factors:



## Bond Ratings

- Bond ratings and interest rates have an inverse correlation, which means that the *higher* the issuer's bond rating, the *lower* the interest rates that the issuer is able to obtain on their borrowings and vice versa. **The Town is rated "Aa1" by Moody's and "AAA" by S&P.**



## Tax Rate Components

- Addison's Fiscal Year (FY) 2018 total tax rate is \$0.55 per \$100 of Taxable Assessed Valuation ("TAV").
- Municipal Tax Rates are divided into two components:
  - Interest and Sinking (I&S) which can only be used to pay the Town's annual bonded debt payments - **\$0.153042**
  - Maintenance and Operations\* (M&O) which is used for operating expenses of the Town - **\$0.396958**

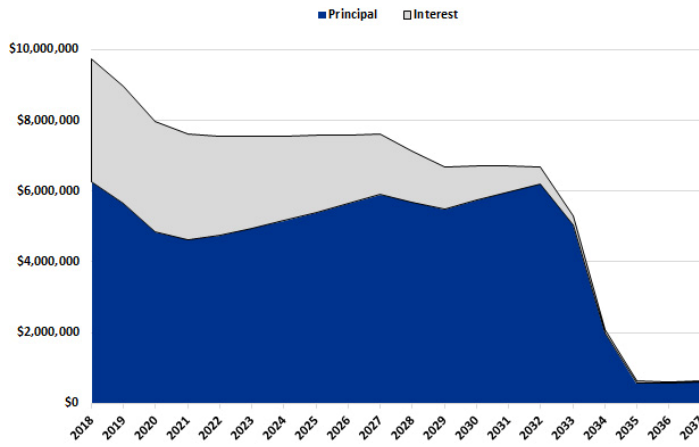
\*Funds Public Safety, Parks, Streets, Municipal Court, etc.

### FY2018 Tax Rate



■ I&S Tax Rate  
■ M&O Tax Rate

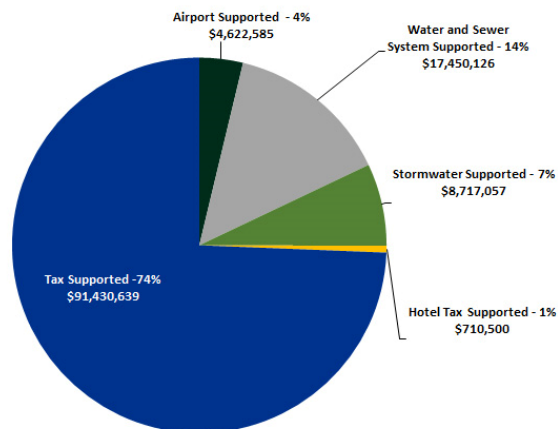
## Existing Debt Overview



- As of September 30, 2017, the Town had \$91,100,000 of principal and \$31,830,906 of associated interest due from 2018-2037 for a total outstanding debt of \$122,930,906
- Includes debt that is repaid by taxes, water/sewer revenue, hotel occupancy tax, airport, and stormwater revenues

## Existing Debt Overview

### Total\* Outstanding Principal and Interest Payments by Repayment Source As of 9/30/17

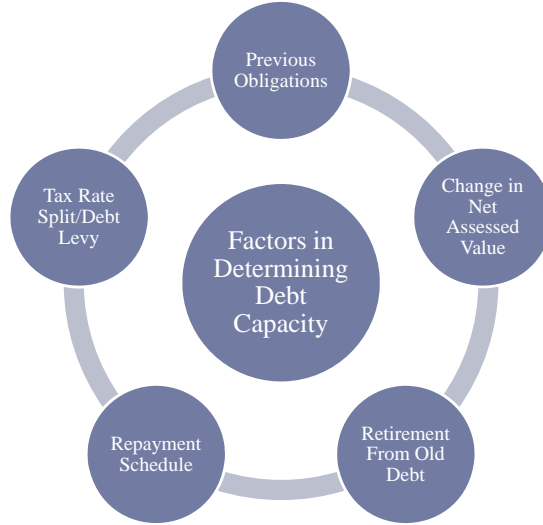


Approximately 26% of the Town's existing debt is paid by revenues other than property taxes.

\*Total includes \$91,100,000 of principal plus \$31,830,906 of associated interest due from 2018-2037 for a total outstanding debt of \$122,930,906.

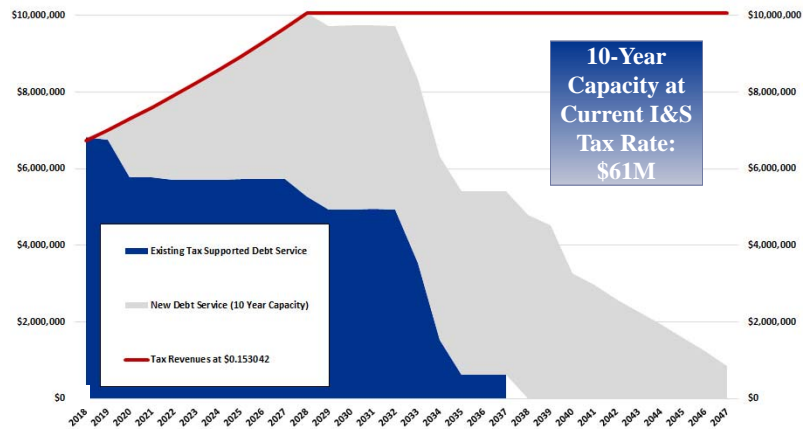
## Debt Capacity

Debt capacity is the Town's ability to borrow funds under existing conditions.



TOWN OF ADDISON, TEXAS

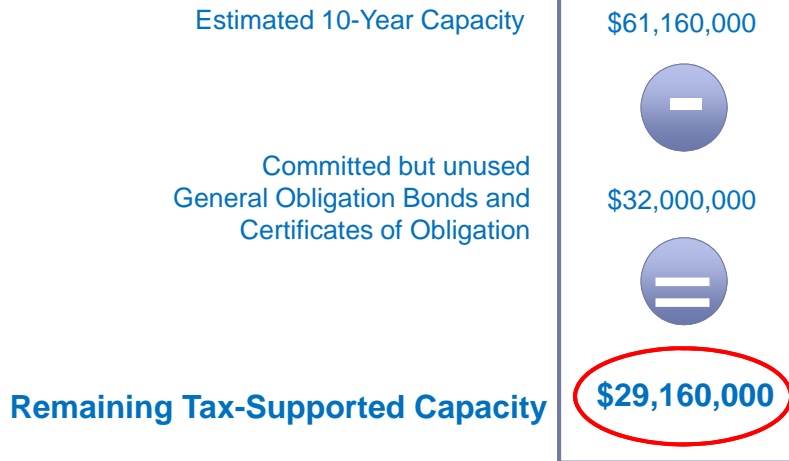
## Tax-Supported Debt – 10-Year Capacity at Current I&S Rate



- Total capacity of \$61,016,000 over 10 years based on the existing I&S Tax rate of \$0.153042
- Assumptions: 4.1% annual taxable assessed valuation growth for 10 years with no growth thereafter (as provided by Town officials), 20-year level annual debt service at 4.00% in 2018, 4.50% in 2019 and 5% thereafter, and current debt service tax rate of \$0.153042

TOWN OF ADDISON, TEXAS

**Tax-Supported Debt – 10-Year Capacity at Current I&S Rate**



TOWN OF ADDISON, TEXAS

*Each additional \$0.01 of debt service tax rate equals approximately \$5.7 million of additional capacity.*

**Legal Requirements of Issuing Debt**



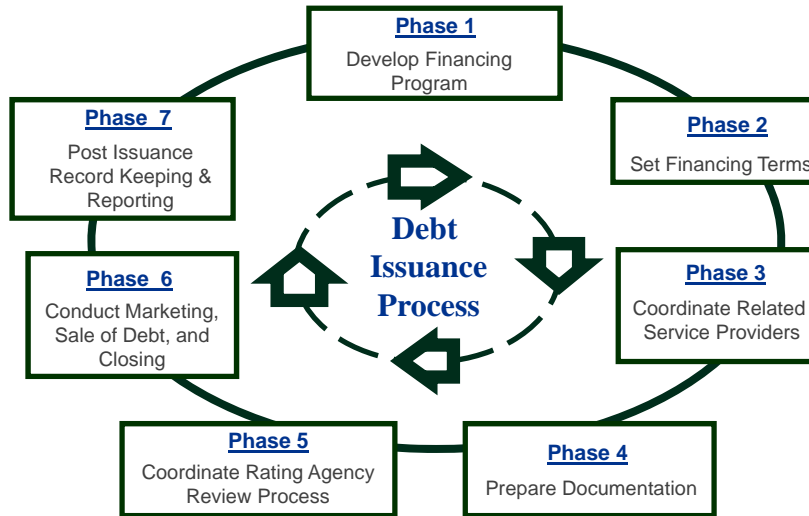
- Texas cities have specific authorization to enter into legal debt obligations as provided in the 1876 State Constitution
- All debt obligations must be approved by the City Council and the Texas Attorney General
- The approval process for the most common debt obligations is as shown below:

	General Obligation Bonds	Certificates of Obligation	Tax Notes	Revenue Bonds
Public Approval/Notice Requirements	Bond Election	Notice of Intent to Issue Published in Local Paper	None Required	None Required
Security/Pledge	Taxes Only	Taxes and/or Revenues	Taxes and/or Revenues	Revenues Only
Other Considerations	If Election fails*, how does Town address needs?	Subject to petition by 5% of Registered Voters	Maximum Maturity of 7 Years	Mandatoy Bond covenants; higher interest rate than tax secured debt

\*Note: If bond election fails, Town cannot issue CO's for that same project for 3 years.

TOWN OF ADDISON, TEXAS

## Process for Issuing Debt



## Debt 201 – Next Steps

- Evaluate Capital Improvement Projects
- Complete ADA Transition Plan
- Complete Asset Management Plan
- ***Evaluate and prioritize needs versus capacity***



## **Municipal Debt Frequently Asked Questions**

### **For what reason do cities issue debt?**

*Cities issue debt to finance public infrastructure projects such as public facilities, parks, streets, water, sewer, and drainage improvements. Cities also issue debt to refinance previously issued debt in order to lower the interest rate (like a home mortgage refinancing).*

### **Do you issue debt to pay for operating expenses or to supplement your annual budget?**

*No. The Town does not use debt to finance operating expenses (like the Federal Government); the Town's Charter requires the Town to maintain a balanced budget.*

### **Why do cities utilize debt instead of using cash reserves or paying for projects when the city can afford it without the use of debt?**

*Debt financing allow cities to finance projects, capital assets, or improvements to existing assets over their useful lives with a variety of repayment options. The tax-exempt feature of municipal debt provides a low-cost and long-term option for financing large projects on a timelier basis as compared to 'pay as you go' funding. Additionally, debt financing spreads the repayment of the debt over the useful life of the asset being financed which allows for both current and future beneficiaries to pay their 'fair share' for the public improvement/service. This also frees up money to be available to fund current services. Balance is the key.*

### **But...looking at the Town's 2016 Audit, it says the Town has nearly \$54 million in cash. Why not use this money instead of issuing debt?**

*The vast majority of the \$54 million balance is restricted for capital improvements that are currently under construction (approximately \$33 million). Additionally, the Town's existing fund balance policy requires that at least 25% of budgeted expenditures (approximately \$13 million) is maintained as a cash balance to preserve liquidity and in anticipation of economic downturns or natural disasters. The majority of the remaining cash balances (approximately \$7 million) are either held in restricted accounts or are encumbered for specific purposes.*

## What, if any, are the alternatives to issuing debt?

- *Cities could use available cash reserves (e.g. utilize existing fund balances) to fund projects. When using cash reserves, there could be potential negative credit implications as well as cash flow concerns if the fund balance is greatly depleted.*
- *Cities could defer or abandon the purchases/improvements. This too could have potentially negative credit implications as it could deter taxable value growth and it could cost the city more in long run in the form of lost assessed valuation or economic development.*
- *Cities could use 'pay-as-you-go' financing. 'Pay-as-you-go' financing uses current revenues to generate excess cash through additional taxes and/or user fees to 'save up' over several years for a future project.*
  - *It could be difficult to apply this method of financing to large projects due to the inability to have necessary funds on hand to enter into the construction contract.*
  - *It puts the majority of the cost on a current user, and not a future user, for an asset that has a useful life over several decades*
  - *For example, in order to raise \$1 million on \$4.5 billion tax base, Addison would have a one-time \$0.022 tax rate increase. Alternatively, raising \$1 million through the issuance of 20-year bonds results in \$0.0016 tax rate over a 20-year period.*
  - *Implementation of 'pay-as-you-go' financing could result in wide tax rate fluctuations when the Town needed to levy additional taxes to pay lump sum payments for major projects.*

## How are cities able to issue debt?

*Cities have specific authority provided by the State Constitution to issue debt instruments in order to finance public improvements.*

## How is debt repaid?

*Tax supported debt is repaid by the on-going collection of tax revenues. The Town has two components to its tax rate: the Maintenance and Operations component which pays the costs of operating the Town, and the Interest & Sinking Fund component which can only be used to pay the current annual debt service requirement. Revenue supported debt is paid by the user fees of the specific revenue source (water and sewer, hotel/motel occupancy taxes, etc.)*

**The Town has historically issued 20 year bonds. Does this mean that short-lived assets are also financed over 20 years?**

*No. Even though one bond issue may be utilized, short-lived assets are financed over the term of their useful lives and accounted for separately even within a single bond issue.*

**How is municipal debt different from my personal debt?**

*Municipal debt, by definition, is not entirely different than a home mortgage debt: you pay an annual principal and interest component based on a set repayment schedule based on a fixed interest rate. Personal debt is generally prepayable at any time, however, investors of municipal debt want income certainty so typically municipal debt is not prepayable until 10 years after the issuance date.*

**I would like to be debt free by the time I retire. Is the Town ever going to be debt free?**

*The approach to debt by a person is different from the approach to debt by a municipality. While most individuals would like to be debt free, especially as they enter retirement, cities, on the other hand, exist into perpetuity and never retire. As a city grows, so does its gross domestic product or GDP (financial resources) and its population. For the benefit of the city's current and future residents, new infrastructure must be built, and older infrastructure must be repaired and maintained. Cities own all the assets and infrastructure and must maintain them and provide for service(s) accordingly.*

**What is our current debt service tax rate, our total tax rate?**

*Addison's current tax rate is \$0.55. The debt service tax rate component (also referred to as Interest and Sinking- I&S) is \$0.153042 and the Maintenance and Operations (M&O) component is \$0.396958.*

**How much debt can we sell at our current tax rate, what assumptions are you using?**

*The Town has a total debt capacity of \$61,160,000 over 10 years based on the existing I&S tax rate of \$0.153042. However, Addison already has \$32 million committed in General Obligation bonds and Certificates of Obligation. This means that either voters have approved bonds that have yet to be sold and/or Council has committed to fund future projects through other debt instruments. These commitments are encumbrances against the Town's \$61 million debt capacity. After subtracting those encumbrances, the Town's remaining tax-supported capacity is \$29,160,000.*

*Assumptions: 4.1% annual taxable assessed valuation growth for 10 years with no growth thereafter (as provided by Town officials), 20-year level annual debt service at 4.00% in 2018, 4.50% in 2019 and 5% thereafter, and current debt service tax rate of \$0.153042.*

**If we sell the bonds will my tax rate increase, how much?**

*All things being equal, the tax rate will not change as long as the Town does not exceed its 2017 debt capacity. However, there are a variety of other factors that can impact the tax rate.*

AI-2556

4.

**Work Session and Regular Meeting**

**Meeting Date:** 01/23/2018

**Department:** Parks & Recreation

**Pillars:** Gold Standard in Customer Service  
Optimize the Addison Brand

**Milestones:** Clarify and protect the Addison Way

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**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 member policy document, through the consolidation of various existing 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.

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**Attachments**

**Presentation - Proposed Ordinance Changes to Chapter 58 and Other Staff Initiatives**

**Proposed Ordinance Change - Chapter 58**

# Draft Member Handbook

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# Addison Athletic Club

**Proposed Ordinance Change  
and  
Other Department Initiatives**



# Parks and Recreation Ordinance

ADDISON<sup>®</sup>

## 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

## 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.

## 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.

## 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. Dependents 18 through 23 years of age may remain on their parent's membership application, as dependents, if enrolled as full-time college students. Proof of full time college enrollment may be accepted in place of the minimum requirements listed below. 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.

## 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.**

## 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.

## 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.

## 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 Reimbursement	20%	
Equipment Replacement/Damage	Based on replacement or repair cost	
NSF Check Fee	\$35.00	

## Chapter 58, Article 3, Section 58-71 *Enforcement*

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**

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.

**QUESTIONS?**



# Other Department Initiatives



The purpose of consolidation is to provide:

- Easy access to information
- Additional transparency and consistency



## 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

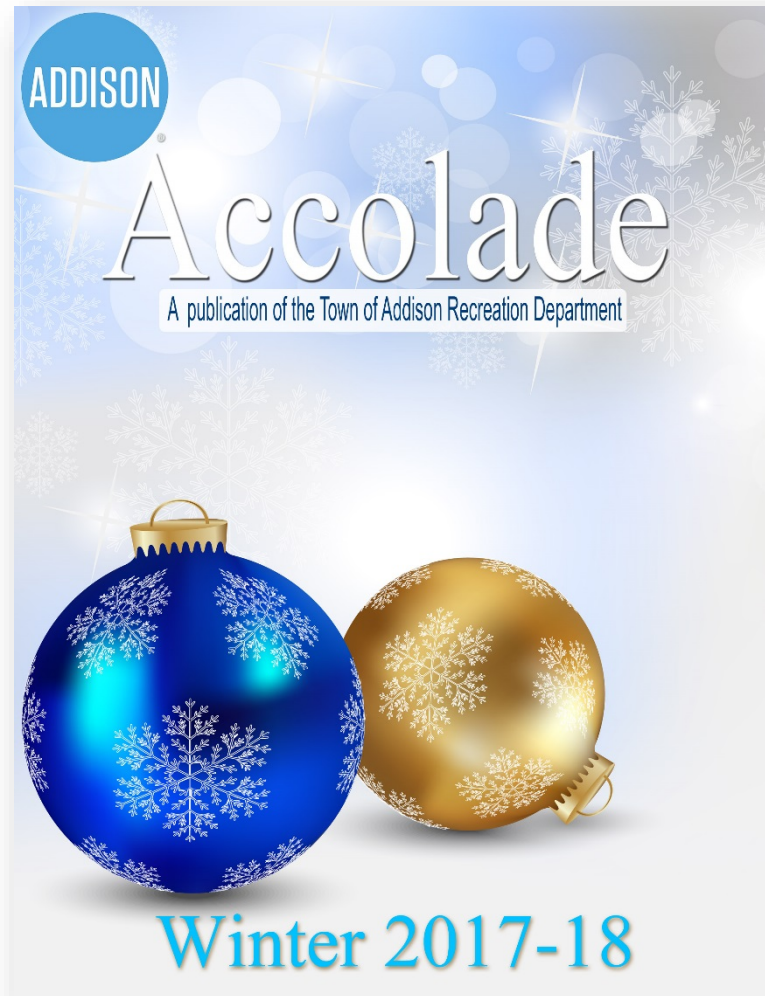
# Changes to the Addison Accolade

ADDISON®

## 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

ADDISON

**PACESETTERS**

**"HIDDEN DALLAS" FOOD + FUN TOUR**  
LOCATION: Meet @ Addison Athletic Club  
FEE: Standard charge: \$35.00  
AGES: 50 and up  
Cruise with us through some secret places we know about, as we check out whimsical buildings built by one of America's most famous motor coach transportation, tour guides.

**ADDISON ATHLETIC CLUB CRAFT FAIR**  
LOCATION: Basketball Gym - Full Court  
FEE: Free | AGES: Any  
This is the First-ever Craft Fair right in the basketball gym and sell your home-made items in a table space. It's free to participate and Addison residents are allowed to bring their own.

**ADDISON SENIOR THANKSGIVING DINNER**  
LOCATION: Basketball Gym - Full Court  
FEE: Free | AGES: 50 and up  
Celebrate the holiday with us and have our Annual Thanksgiving Dinner will be at the Addison Athletic Club. Dinner (called voggie, pasta) or turkey stuffing and drinks. We will enjoy live music in the front desk in order to participate.

**THU NOV 16 | 6PM-8PM**  
Israel, Deena



**BIRTHDAY BASH FOR SEPT/OCT/NOV**  
LOCATION: Multipurpose Room - Full Room at Athletic Club  
FEE: Activity Registration Fee: \$0.00 for Customer  
AGES: 50 and up  
Everyone loves Birthday parties! Come celebrate all the fall birthdays in the multi-purpose room. Cake will be served and if anyone wants to bring extra goodies that would be great! If your birthday is in September, October, or November. Come celebrate! Everyone is invited, so it's going to be a party!

**WED SEPT 27-NOV 29**  
10:30AM-11:30AM  
Israel, Deena

**NOV 13 | 1-4PM**  
Israel, Deena

**MON SEPT 4-NOV 27 | 10-10:30AM**  
Israel, Deena

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

- **Chapter 58 - PARKS AND RECREATION<sup>(1)</sup>**

- **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	
<b>Summer Camp</b>		
Weekly Fee	\$125.00	
<b>Late Pick Up Fee</b>		
1 to 14 minutes	\$10.00	
15 to 29 minutes	\$20.00	
30 to 59 minutes	\$50.00	
<b>Miscellaneous Fees</b>		
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	
<b>Pavilion Rental Outdoor Pool (max 4 hours)</b>		
Refundable Deposit	\$50	
20 people	\$50/hour	
21 to 30 people	\$75/hour	
<b>Pavilion Rental Les Lacs Park: Resident (max 3 hours)</b>		
Refundable Deposit	\$150	
3 hour maximum	\$0.00	
<b>Pavilion Rental Les Lacs Park: Business (max 8 hours)</b>		

Refundable Deposit	\$150	
First 3 hours	\$75.00	
Each additional hour up to max of 8	\$25.00	
<b>Other Program Fees:</b>		
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

DRAFT



## 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](http://www.addisonathleticclub.com)

## ONLINE ACTIVITY & RESERVATIONS

[apm.activecommunities.com/addisonclub/Home](http://apm.activecommunities.com/addisonclub/Home)

## FACEBOOK

[www.facebook.com/AddisonAthleticClub](http://www.facebook.com/AddisonAthleticClub)

## STAFF DIRECTORY

- **ASSISTANT DIRECTOR**  
Randy Rogers  
972.450.7048  
[rrogers@addisontx.gov](mailto:rrogers@addisontx.gov)
- **RECREATION SUPERVISOR**  
Pat White  
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[pwhite@addisontx.gov](mailto:pwhite@addisontx.gov)
- **RECREATION SUPERVISOR**  
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- **DEPARTMENT ASSISTANT**  
Shay Price  
972.450.7048  
[sprice@addisontx.gov](mailto:sprice@addisontx.gov)

DRAFT

# RULES & 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=P-TIICOOR\\_CH54OFMIPR\\_ARTIINGE\\_S54-4ELPUBU](https://library.municode.com/tx/addison/codes/code_of_ordinances?nodeId=P-TIICOOR_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.
- **LIGHTNING/THUNDER** – In the event of lightning or thunder, the following action will take place:
  - 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** 5:30am – 10pm

**FRIDAY** 5:30am – 8pm

**SATURDAY** 8am – 8pm

**SUNDAY** 1pm – 6pm

## CHILDREN'S ACTIVITY CENTER (CAC)

**MONDAY-THURSDAY** 9am – 1pm and 4pm – 8pm

**FRIDAY & SATURDAY** 9am – 1pm

Closed Sunday

## OUTDOOR POOL HOURS

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

**MONDAY-SATURDAY** 12pm – 8pm

**SUNDAY** 1pm – 6pm

## 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

DRAFT



# 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

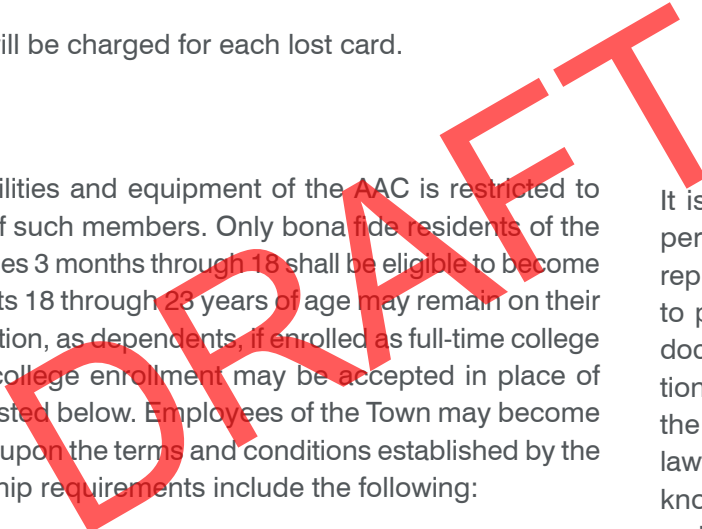
The use of the grounds, facilities and equipment of the AAC is restricted to current of AAC and guests of such members. Only bona fide residents of the Town and their dependents ages 3 months through 18 shall be eligible to become members of AAC. Dependents 18 through 23 years of age may remain on their parent’s membership application, as dependents, if enrolled as full-time college students. Proof of full-time college enrollment may be accepted in place of the minimum requirements listed below. 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.

## 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

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](http://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.



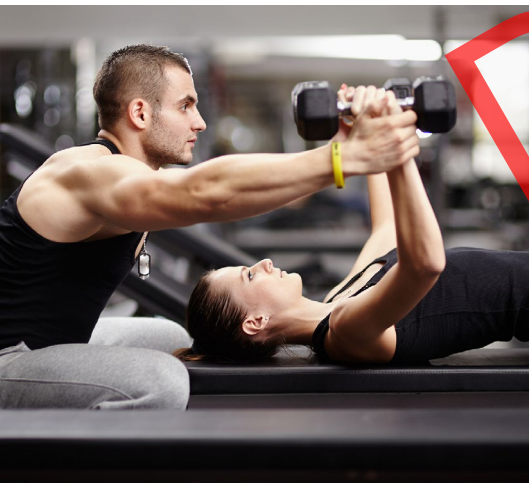
## MISCELLANEOUS

- 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

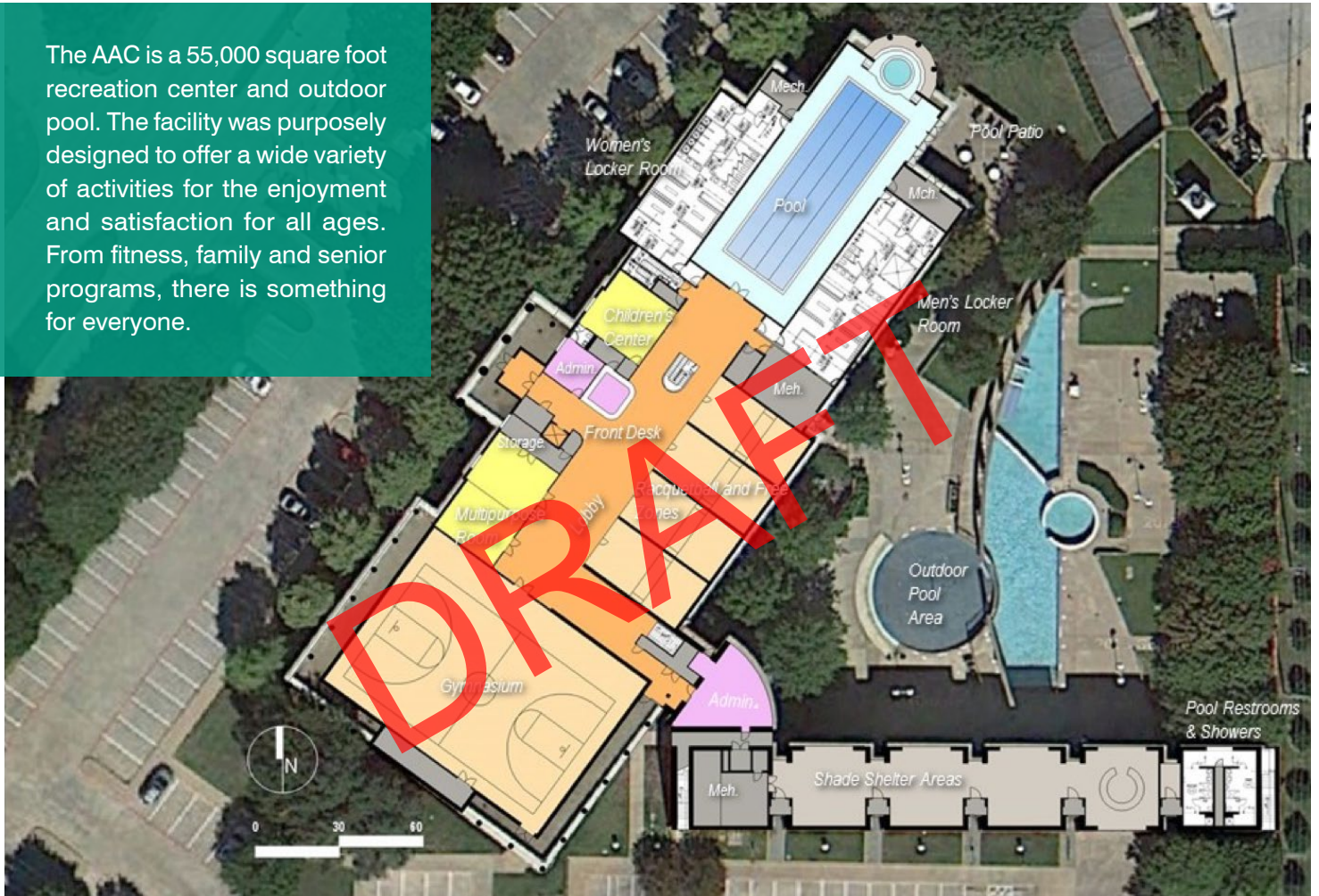
There is one shaded area available for rent in the outdoor pool area. The fee is a \$50 refundable deposit and an hourly fee of \$50/hour up to 20 people, or \$75/hour for 21-30 people. Pavilion reservations may be made in person at the Addison Athletic Club or by calling 972.450.7048.

## LIBRARY CARDS

Addison offers commitment to service by providing easy access to library membership. Residents may obtain a library card from the Farmers Branch Library or Dallas Public Library. Membership is free of charge to Addison residents. Proof of residency is required (Driver's license, rental agreement, utility bill, etc.). Library card membership is renewed on a yearly basis. Only one card per household will be issued. Library cards are issued at the front desk of the Addison Athletic Club.

# FEATURES & 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.



## FIRST FLOOR

### 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 6am–12pm
- 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.



## SECOND FLOOR

### 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.

## CONFERENCE ROOM

The conference room is available for individual use when not occupied by a program or meeting. Also, there is a volunteer run, free lending library.

## 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 CENTER POLICIES

### 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 Administration Fee <i>(Non-refundable)</i>	\$10
Replacement ID Card	\$10

## CHILDREN'S ACTIVITY CENTER (CAC)

CAC Drop In	\$1
CAC Punch Pass <i>(15 Punches)</i>	\$10

## LATE PICK UP FEE

1 to 14 minutes	\$10
15 to 29 minutes	\$20
30 to 59 minutes	\$50

## GROUP EXERCISE CLASSES

3 Months	\$75
3 Months <i>50 Plus</i>	\$37.50
15 Punch Pass	\$40
15 Punch Pass <i>50 Plus</i>	\$20
Drop In Group Exercise	\$4
Drop In Group Exercise <i>50 Plus</i>	\$2

## LIBRARY CARDS

Choice of Farmers Branch or Dallas <i>(One card per household)</i>	\$0
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## MISCELLANEOUS FEES

Small Towel Rental	25¢	Guest Fee Ages 8–14	\$4
Large Towel Rental	50¢	Guest Fee Ages Under 7	\$2
Towel Punch Pass	\$15	Lost Key	\$10
Lost Large Towel	\$14	Independent Contractor Reimbursement	20%
Lost Small Towel	\$5	Equipment Replacement/Damage	
Outdoor Pool Guest Fee	\$3	<i>Based on replacement or repair cost</i>	
Guest Fee Ages 15 & Older	\$8		

## SUMMER CAMP

Weekly Fee	\$125
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## LATE PICK UP FEE

1 to 14 minutes	\$10
15 to 29 minutes	\$20
30 to 59 minutes	\$50

## OTHER PROGRAM FEES

50 Plus Trips and Programs	<i>Fees Vary</i>
Children's Programs	<i>Fees Vary</i>
Fitness and Adult Programs	<i>Fees Vary</i>

## PAVILION RENTALS

### OUTDOOR POOL (MAX 4 HOURS)

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

### LES LACS PARKS RESIDENT (MAX 3 HOURS)

Refundable Deposit	\$150
3 hour maximum	\$0

### LES LACS PARKS BUSINESS (MAX 8 HOURS)

Refundable Deposit	\$150
First 3 hours	\$75
Each additional hour up to max of 8	\$25



AI-2575

5.

**Work Session and Regular Meeting**

**Meeting Date:** 01/23/2018

**Department:** City Manager

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**AGENDA CAPTION:**

Present and Discuss the **Format for City Council Meetings.**

**BACKGROUND:**

City Manager Wes Pierson is bringing this item forward to explore ways to make City Council meetings more efficient and effective. Recent meetings have had a large workload with several items being pushed to subsequent meetings. Mr. Pierson would like to discuss with Council options to better utilize time during the meetings.

**RECOMMENDATION:**

Staff requests direction from Council.

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**Work Session and Regular Meeting****Meeting Date:** 01/23/2018**Department:** Fire

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**AGENDA CAPTION:**

Present and Recognize the **Firefighter and Paramedic of the Year for the Addison Fire Department.**

**BACKGROUND:**

The Firefighter and Paramedic “of the year” awards are one way that the Addison Fire Department rewards and acknowledges their outstanding performers. Personnel are nominated with supporting documentation by their peers and voted on by the membership of the department. These awards were presented at the annual Fire Department Awards Luncheon on December 9, 2017.

**Firefighter of the Year**

Firefighter of the Year is awarded to an individual who is well respected throughout the department and the recipient is a role model and a leader. He/she also has had a significant impact on station life and goes out of their way to make our department the best it can be.

This individual is solid as a rock, very even keel and consistent, providing leadership from years of experience and knowledge. The person is known as a mentor to many and is part of the core or foundation of the Addison Fire Department.

Reagan Randall has been selected as the 2017 Firefighter of the Year. He started on December 2, 1981 and holds the certifications of Master Firefighter, Master Aircraft Rescue Firefighter, Fire Officer I, Driver/Operator, Intermediate Instructor, and Licensed Paramedic. Reagan is active on various committees and regularly instructs the operation and maintenance of fire equipment.

**Paramedic of the Year**

A paramedic of the year is someone that has shown that they go above and beyond not only on scene but also around the station. They show their knowledge and compassion in caring for patients as well as helping those around them to grow and learn more. This individual is extremely active in our organization and has made significant efforts to implement improvements in our department, always with a big smile and a willing attitude.

This person truly loves working with people and is a joy to work around. The department

has voted and as peers made this selection.

Allison Johnston has been selected as the Paramedic of the Year. She started on February 1, 2016 and holds the certifications of Basic Firefighter, Aircraft Firefighter, Driver/Operator and Licensed Paramedic. She has a Bachelor of Arts in International Studies and Spanish from Texas A&M University and came to Addison from Plano ISD where she was a substitute teacher. Allison is a co-administrator for our Facebook page (Town of Addison Fire Department) and co-author for our internal newsletter.

**RECOMMENDATION:**

Information only, no action required.

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AI-2574

8.

**Work Session and Regular Meeting**

**Meeting Date:** 01/23/2018

**Department:** City Manager

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**AGENDA CAPTION:**

Consider Action to Approve the **January 9, 2018 City Council Meeting Minutes.**

**BACKGROUND:**

The City Secretary has prepared meeting minutes for Council approval.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Minutes- January 9, 2018

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January 9, 2018

## OFFICIAL ACTIONS OF THE TOWN OF ADDISON CITY COUNCIL

January 9, 2018

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

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**

Executive Session convened at 5:04 p.m.

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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.

Open Session reconvened at 7:03 p.m. There was no action taken with the exception of the City Manager's Contract Amendment as follows:

Discuss and Consider Action on a **Resolution Approving a Second Amended Separation Agreement Between the Town of Addison and Wesley S. Pierson.**

[For clarification, in the event of Mr. Pierson's involuntary separation from the Town of Addison this amendment changes the language in his separation agreement regarding health insurance coverage. Specifically, it changes the coverage from Mr. Pierson solely to Mr. Pierson and his

dependents for the lesser of twelve months or until Mr. Pierson obtains other full-time employment and health insurance coverage for himself and his dependents through his new employer.]

***Motion to approve as discussed in Executive Session- MPT Hughes; second by Councilmember Braun; motion passed with a vote of 7-0.***

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## **WORK SESSION**

*Work Session convened at 7:10 p.m.*

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

**This item was not discussed during the Work Session. It was postponed and discussed following the regular items. Discussion began at 11:05 p.m.**

Assistant Director of Development Services Charles Goff reviewed the appointment process for Planning and Zoning members and Board of Zoning Adjustment. He then stated that advisory committees vary in the number of people appointed. MPT Hughes stated that there has been a lot of interest in the DART committee and he would like to consider individual expertise when making appointments. He is concerned with the appointment process and would like to discuss these committee applicants in closed session. The city attorney advised that board members with decision making ability may be discussed in closed session but not council appointed committee members.

City Manager Pierson told the Council that the appointments pending are for Special Project Committees; they are temporary and a committee's role is to be supportive to the work of a consultant. Meetings will be open to the public but not recorded. Appointments will be made in a public meeting or a nominating committee can be created to make or review appointments. There needs to be clarity in what the committees are to achieve and on the number of people on each. Mayor Chow suggested each Council member should appoint a person to each committee. Following a brief discussion, Deputy City Manager Ashley Mitchell told the Council that a scope of each contract will be provided at the next meeting. It was noted that the most urgent committees to appoint are the Cotton Belt and the Parks Master Plan and that February is okay to do that.

- 
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.**

**This item was not discussed. It was tabled to the next regular Council meeting. Mayor Chow stated however that he has been contacted by several college students about the \$8 fee charged each time they use the facility. He asked that the family coverage be extended to include children ages 18-23.**

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January 9, 2018

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

Interim City Secretary Christie Wilson asked the Council whether they would like to have a change to the meeting schedule during the month of March due to Spring Break. The Council's consensus was to move the first meeting in March from the second Tuesday to the first Tuesday, which is March 6, 2018.

For May, City Manager Pierson reminded the Council that typically the first meeting is canceled due to Council elections. A special session will need to be scheduled between May 8th and May 16th to canvas the election and swear in newly elected Council members. That meeting will be scheduled at a later date.

*Work Session adjourned at 7:20 p.m.*

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## REGULAR MEETING

*Regular Session convened at 7:30 p.m.*

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### Pledge of Allegiance

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Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

Mayor Chow advised he attended a DART Board Retreat on January 5<sup>th</sup> at the Marriott Quorum. One of the items discussed was fare structure and increases.

City Manager Pierson advised that on January 11, 2018 from 4-7 p.m. there is an Annual Open House at the Addison Athletic Club. Registration is in advance.

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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.

**There were no requests to speak.**

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

Human Resources Director Passion Hayes provided a brief history of this award program that allows employees to nominate other employees for their outstanding service. The program began in June 2017. The following employees were recognized at this meeting:

Ashley Boatright, Charles Williams, Ryan Wies, Wil Newcomer, Carl Gibson, Julie Wyatt, Pla Chung, Keith Wilson, Michael Brazelton, and Jeremy Schraeder. Several Council members spoke favorably of this program.

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Consent Agenda:

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

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

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

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Regular Items [There was not an agenda item numbered 9 on this agenda.]

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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.

Development Services Director Lisa Pyles presented this item, providing the following information.

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 available.

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 and design complete, the project will be posted on BidSync to solicit construction bids. The design services fee will not exceed \$857,663. The details of the fee are as follows:

<b>Total Fee</b>	<b>\$857,663</b>
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	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. The consultant confirmed that the design fits within the City's budget as it is, however, new regulations could impact that. The City Manager noted that staff presented this information to the Council's Airport Liaisons.

***Motion to approve- DMPT Duffy; second by Councilmember Ward; 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.**

Mayor Chow read this agenda item and called for an executive session at 8:47 p.m. pursuant to the Texas Government Code, Section 551.071. Open session was reconvened at 9:38 p.m. Council then recessed from 9:38 p.m. until 9:42 p.m. Upon reconvening he announced that the public hearing [from December 12, 2017] was being continued/reopened.

The applicant Roger DeGregori spoke in favor of this item. He reviewed the location, site, and building specifics that includes on-site manufacturing and a sales area. Art Kline of Thompson Realty also spoke in favor of this item. He briefly discussed a proposed roadway and how it's situated in respect to area buildings, and the number of jobs that would be created with the Fish Gallery project. The public hearing was closed at 10:00 p.m.

Councilmember Walden expressed his concern with the Land Use Analysis, and he added that this use is not compatible with the Inwood Road Study previously adopted by the Council. Council members Braun and Ward also expressed that this may not be the highest and best use for this particular property. Several Council members stated that they appreciated that the applicant provided a proposal that included the roadway in question. Mr. DeGregori spoke again reminding the Council that the Planning and Zoning Commission recommended approval, and the fact that he is willing to accommodate the road could impact future development of this area.

***Motion to deny- Councilmember Duffy; second by MPT Hughes; motion passed with a vote of 6-1, with Councilmember Angell voting no.***

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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**

Assistant Director of Development Services Charles Goff presented this item. He reviewed that this is a sports bar/restaurant complex. He reviewed the location and building size of 10,105 square feet, adding that 3,100 square feet of that is the proposed new patio. Mr. Goff explained that the patio blocks a walkway but that the owner has agreed to accommodate that and keep the walkway clear. The Planning and Zoning Commission recommended approval with the condition of utilizing design elements to differentiate the walkway from the remainder of the patio, and that there shall be no graphic depictions that relate to alcoholic beverages on the exterior. The public hearing was opened and closed at 10:11 p.m. with no speakers.

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

- 
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.**

Assistant Director of Development Services Charles Goff reviewed the request. Race Trac is requesting to add an outdoor patio area to a new construction building and an additional driveway (a total of three) on the Race Trac property, which will require rezoning the adjacent property from Industrial to Local Retail. Mr. Goff explained in detail the positioning of the additional driveway and potential traffic issues that it may create. The Planning and Zoning Commission recommended approval with the stipulations that the property be replatted prior to the issuance of a building permit; that the applicant not use any graphic depictions that relate to alcoholic beverages on the exterior; and, that staff review the recently submitted traffic engineering study to determine if a variance is warranted for a second access point to the property. Mr. Goff added that staff reviewed the traffic impact study and do not feel the third driveway is warranted. It was clarified that the alcohol sales for off-premises consumption do not include the ability to purchase alcohol inside then take it to the proposed patio for consumption.

The public hearing was opened at 8:15 p.m. Laura Hoffmann and Andrew Malzer spoke on behalf of the applicant. Slides were presented of the proposed building, patio and driveway areas. They stated new traffic patterns on the property may be a concern for pedestrians and the additional new drive on Arapaho would facilitate that movement. The applicant is not in favor of closing the existing drive [in order to still have only one on Arapaho]. Further, it was stated that when the remainder of the adjacent property is developed, the existing drive on Arapaho will be necessary. Several Council members expressed concern over the flow of traffic in and out of the driveways [due to the proximity to the intersection]. The public hearing was closed at 8:40 p.m. [The following motion was made with no comment regarding the proposed third driveway as presented in the site plan.]

***Motion to approve with the existing driveway on Arapaho designed to be a right in/right out only, and to include a curb to prohibit left-turn movements in and out of the driveway- DMPT Duffy; second by MPT Hughes; motion passed with a vote of 7-0.***

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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).**

Chief Financial Officer introduced Angie Flores with Raftelis Financial Consultants, Inc who reviewed information and direction given at the November 14, 2017 Council meeting. This presentation included a proposed Short-Term Staffing Plan, a Fund Balance projection for 2018-2023, and a Finance/Capital plan for years 2018-2022 and for years 2023-2027. Direction from Council was requested as to how they would like to proceed to fund future maintenance and operations. Council direction was to adopt a financial plan that includes cost of service, plus they want to utilize cash and bond funds. Council determined that they will adopt a rate increase policy effective October 1, 2018 and through FY 2023. It will be reviewed each year to determine if the plan is on track or in need of adjustment.

***Motion by MPT Hughes to approve a policy to adopt utility rates to fully fund the short-term staffing plan with a mix of cash and bond funding, utilizing cost of service adjustments as set forth in the Raftelis Financial Plan and Rate Model effective October 1, 2018; second by Councilmember Walden; motion passed with a vote of 7-0.***

*At the conclusion of the discussion on Item 14. City Manager Pierson suggested that due to the late hour Items 15 and 16 be postponed to another meeting. The Work Session Item 3 was discussed at this point.*

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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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**Meeting Adjourned at 12:00 a.m.**

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Mayor-Joe Chow

Attest:

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Interim City Secretary- Christie  
Wilson

AI-2512

9.

**Work Session and Regular Meeting**

**Meeting Date:** 01/23/2018

**Department:** City Manager

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**AGENDA CAPTION:**

Consider Action to Approve an **Ordinance Ordering an Election on May 5, 2018 for the Purpose of Electing Three (3) City Council Members for Two-Year Terms.**

**BACKGROUND:**

The 2018 uniform election date for the State of Texas is May 5, 2018. The Town of Addison has 2 year terms for Mayor and Council.

The Town will have 3 Council places on the ballot. The first day to file for a place on the May ballot was January 17, 2018. The last day to file is February 16, 2018 at 5:00 p.m.

By law, the municipality must order or call the election no later than February 16, 2018.

The Town will enter into a Joint Election Contract with the Dallas County Election Administration for this election. Polling locations are the same as they were in 2017.

Should the election be uncontested and unnecessary, the Town will have the opportunity to cancel the election in accordance with the Election Code.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

**Resolution - 2018 Election Order**

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**TOWN OF ADDISON, TEXAS**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS CITY COUNCIL ORDERING A GENERAL ELECTION TO BE HELD ON MAY 5, 2018, FOR THE PURPOSE OF ELECTING THREE (3) COUNCIL MEMBERS FOR A TERM OF TWO (2) YEARS; DESIGNATING POLLING PLACES WITHIN THE TOWN; ESTABLISHING OTHER PROCEDURES FOR THE CONDUCT OF THE ELECTION, INCLUDING PROVIDING THAT THE ELECTION IS TO BE HELD AS A JOINT ELECTION IN CONJUNCTION WITH DALLAS COUNTY; PROVIDING FOR CANVASSING RETURNS; PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1:**

An election is hereby ordered to be held on the next uniform election date, to be participated in by the qualified voters of the Town of Addison, Texas, to be held on the 5<sup>th</sup> day of May, 2018, between the hours of 7:00 a.m. and 7:00 p.m., at the voting places hereafter named, for the purpose of electing three (3) Council members for a term of two (2) years.

**SECTION 2:**

The presently existing boundaries and territory of the Dallas County election precincts that are wholly or partly within the corporate limits of the Town shall constitute the election precincts for the election. The precinct numbers for the same shall be the corresponding Dallas County precinct numbers. The polling places for the general election shall be as set forth in the Joint Election Agreement (as defined in Section 3, below). In accordance with and pursuant to the requirement of the Election Code, said polling places shall be open from 7:00 am. to 7:00 pm on the date of the election.

Dallas County, Precincts 2900 & 2901--Addison Fire Station #2 3950 Beltway Drive

Dallas County, Precincts 2902, 2903, 2904 & 2905--Addison Fire Station #1 4798 Airport Parkway

**SECTION 3:**

The election shall be held as a joint election with Dallas County and other municipalities and school districts pursuant to a Joint Election Agreement for the conduct of a joint election to be held on May 5, 2018 and the County shall be responsible for appointing all election judges and clerks, and shall be responsible for their compensation. Election judges and clerks shall have the qualifications required by law, and notice of appointment shall be given to such judges and clerks by the Administrator in accordance with law.

**SECTION 4:**

Toni Pippins-Poole, Dallas County Elections Administrator, is hereby appointed as Early Voting Clerk. Early voting shall be conducted by the Dallas County Elections Administrator, Toni-Pippins-Poole, to be conducted in the Office of the Elections Department, First Floor, 509 Main Street, Dallas, Texas 75202. The early voting period of said election is established by law, and the Clerk shall keep the office open for early voting from April 23, 2018 through May 1, 2018 in accordance with the provisions of the Texas Election Code and as listed below.

April 23 (Monday – Friday)	April 27	8am to 5pm
April 28 (Saturday)		8am to 5pm
April 29 (Sunday)		1pm to 6pm
April 30 (Monday – Tuesday)	May 1	7am to 7pm

Early Voting locations within Addison will be at Addison Fire Station #1, 4798 Airport Parkway. Early Voting can be done at any Dallas County Early Voting locations as designated by the Dallas Council Elections Administrator.

**SECTION 5:**

All resident qualified electors of the Town shall be permitted to vote in said election. In addition, the election material enumerated in the Texas Election Code shall be printed in both English and Spanish for use at the polling places and for early voting in said election.

**SECTION 6:**

Notice of this election shall be given by publication, as required by law.

**SECTION 7:**

This ordinance shall become effective from and after its passage.

**DULY PASSED AND APPROVED** by the City Council of the Town of Addison, Texas on this 23rd day of January, 2018.

TOWN OF ADDISON, TEXAS

\_\_\_\_\_  
Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Christie Wilson, Interim City Secretary

\_\_\_\_\_  
Brenda N. McDonald, City Attorney

AI-2573

10.

**Work Session and Regular Meeting**

**Meeting Date:** 01/23/2018

**Department:** Finance

**Pillars:** Gold Standard in Public Safety

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**AGENDA CAPTION:**

Consider Action to Approve a **Resolution for the Financial Plan and Rate Model for Water and Sewer Utility Rates.**

**BACKGROUND:**

This resolution will approve a policy to adopt utility rates as set forth in the financial plan and utility rate model created by Raftelis Financial Consultants, Inc. (RFC) presented at the January 9, 2018 council meeting.

While preparing the Utility Fund budget for Fiscal Year 2018, staff determined that Addison's projected water and sewer fees would not raise enough revenues to cover the budgeted expenditures necessary to maintain our current level of service. To address this issue, the Town hired a utility rate consultant, Raftelis Financial Consultants, Inc., to review our current rate structure. During the January 9 , 2018 City Council Meeting, RFC made its financial presentation to Council.

The Council gave direction to staff to move forward with a policy to adopt utility rates to fully fund the short-term staffing plan, and provide a mix of cash and bond funding for capital improvement projects, by utilizing cost of service adjustments. The new adjustments, which will take effective October 1, 2018, will include the following proposed increases to water and sewer rates:

2018: 8%  
2019: 6.5%  
2020: 6%  
2021: 2.5%  
2022: 5%

Staff will review this utility rate model on an annual basis to ensure the rate adjustments are appropriate.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

**Resolution - Financial Plan and Rate Model for Water & Sewer Rates**

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**TOWN OF ADDISON, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS TO APPROVE A POLICY TO ADOPT UTILITY RATES TO FULLY FUND THE SHORT-TERM STAFFING PLAN, AND PROVIDE A MIX OF CASH AND BOND FUNDING FOR CAPITAL IMPROVEMENT PROJECTS, BY UTILIZING COST OF SERVICE ADJUSTMENTS AS SET FORTH IN THE FINANCIAL PLAN AND RATE MODEL CREATED BY RAFTELIS WITH SAID RATES TO BECOME EFFECTIVE ON OCTOBER 1, 2018 AND PROVIDING AN EFFECTIVE DATE FOR THE RESOLUTION.**

**WHEREAS**, the City Council met on January 9, 2018 to review the Financial Plan and Rate Model created by Raftelis; and

**WHEREAS**, the Council has determined that it desires to approve the policy to adopt utility rates to fully fund the short-term staffing plan, and provide a mix of cash and bond funding for capital improvement projects, by utilizing cost of service adjustments as set forth in the Financial Plan and Rate Model created by Raftelis with said rates to become effective on October 1, 2018.

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

**Section 1.** The City Council of the Town of Addison, Texas hereby approves a policy to adopt utility rates to fully fund the short-term staffing plan, and provide a mix of cash and bond funding for capital improvement projects, by utilizing cost of service adjustments as set forth in the Financial Plan and Rate Model created by Raftelis, with said rates to become effective on October 1, 2018.

**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 23<sup>rd</sup> day of January, 2018.

\_\_\_\_\_  
Joe Chow, Mayor

ATTEST:

By: \_\_\_\_\_  
Christie Wilson, Interim City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Brenda N. McDonald, City Attorney

**Work Session and Regular Meeting****Meeting Date:** 01/23/2018**Department:** Economic Development**Pillars:** Entrepreneurship and Business Hub**Milestones:** Focus on economic development activities which attract and retain entrepreneurship and high-tech conferences

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**AGENDA CAPTION:**

Present, Discuss, and Consider Action on a **Resolution with Ady Advantage/Gateway Planning for the Development of an Economic Development Strategic Plan for the Town of Addison and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$100,000.

**BACKGROUND:**

As part of the Fiscal Year (FY) 2018 budget, Council approved \$100,000 for the development of an updated Economic Development Strategic Plan. The last Economic Development Strategic Plan was a five-year plan created in 2010 and the Town has achieved all of the goals in the original plan.

A Request for Proposal (RFP) was issued to solicit interest from national consulting firms to develop the Town's updated economic development strategic plan and seven (7) responses were received. An evaluation team was assembled to assist in the selection of the consulting firm that would be recommended to Council for approval. Members of the team included Ashley Mitchell, Deputy City Manager; Charles Goff, Assistant Director of Development Services; Darci Deuzil, Deputy Airport Director; Drew Dietrich, Economic Development Manager; and Orlando Campos, Economic Development Director. The team was supported by Wil Newcomer, Purchasing Manager.

After evaluation of the proposals, two were selected for personal interviews. Following the interviews, the team made up of Ady Advantage in partnership with Gateway Planning was selected as the finalist. Both firms will collaborate on the development of the Town's updated Economic Development Strategic Plan. The process will take approximately six (6) months to complete with an amount not to exceed \$100,000.

The team will follow a three-phase approach on the development of the strategic plan which will include:

- **Phase I: Discover.** This phase will include a local market assessment, on-site visits to meet with key stakeholders that includes the Special Project Committee appointed by Council, mock corporate site visit exercise, talent-led cluster analysis, and the development of an initial report

- Phase II: **Distill.** Positioning Addison for the region, positioning for the target clusters, vision and goals session, and gap analysis
- Phase III: **Do.** Establish an economic development strategic plan that will combine economic prosperity taking into account public places and assets that are important to people that will enhance our economic growth, metrics of success that can be measured, and a final presentation to City Council

## About the Team

Ady Advantage ([www.adyadvantage.com](http://www.adyadvantage.com)) is a woman-owned economic development consulting firm established in 2003 by Janet Ady, a second generation site selector. Unlike generalist planning or marketing consultancies, the main focus of Ady Advantage is to serve organizations and communities that seek to attract or grow business investment, attract talent, and enhance the quality of life in the areas in which they operate.

Gateway Planning ([www.gatewayplanning.com](http://www.gatewayplanning.com)) provides decades of combined public and private sector experience in urban design, town planning, transportation infrastructure and real estate development. Their work has historically contained a significant economic development perspective, as Gateway's outcome-oriented approach is both market-based and implementation focused. Gateway has extensive experience throughout North Texas as the regions' leading urban design and development strategies firm.

A few past clients and projects include:

- Delivery of the Fort Worth High-Speed Rail Station Plan
- Completion and implementation of the CityLine Transit Orient Development (TOD) master plan and Tax Increment Financing (TIF) funding structure in Richardson
- Washington County, VA Economic Development Strategic Plan
- Joint economic development initiative of Southern Ohio
- Greater Houston Partnership.

## **RECOMMENDATION:**

Administration recommends approval.

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### **Attachments**

Resolution - Economic Development Strategic Plan

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**TOWN OF ADDISON, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN THE TOWN OF ADDISON AND ADY ADVANTAGE FOR THE DEVELOPMENT OF AN ECONOMIC DEVELOPMENT STRATEGIC PLAN IN AN AMOUNT NOT TO EXCEED \$100,000, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.**

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

**Section 1.** The Agreement for Professional Consulting Services between the Town of Addison and Ady Advantage, for the development of an Economic Development Strategic Plan in an amount not to exceed \$100,000, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

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

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this the 23<sup>rd</sup> 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 BY AND BETWEEN  
THE TOWN OF ADDISON, TEXAS AND  
ADY ADVANTAGE FOR  
ECONOMIC DEVELOPMENT STRATEGIC PLANNING CONSULTING SERVICES**

This Agreement ("Agreement") is made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2018 ("Effective Date"), is by and between the **Town of Addison, Texas**, hereinafter called ("Town"), a home rule Texas municipal corporation, and **Ady Advantage**, hereinafter called ("Consultant").

**WITNESSETH:**

WHEREAS, the Town put out a request for proposals ("RFP #18-04") for economic development strategic planning consulting services sought services ("Services"); and

WHEREAS, the Consultant submitted a response to RFP #18-04 to the Town for the provision of these Services; and

WHEREAS, the Town has investigated and determined that it desires to hire the Consultant for the Services.

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

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Scope of Services.

1. The Consultant shall provide the Services upon the terms and conditions set forth in the Agreement Documents, hereinafter defined and shall furnish all personnel, labor, equipment, supplies, deliverables and all other items necessary to provide all of the work as specified by the terms and conditions of the Agreement Documents. Consultant will perform the Services with the degree of skill and diligence normally practiced by professional firms performing the same or similar services.

2. Terms.

The term of Agreement shall commence upon the Effective Date and terminate seven (7) months thereafter. This Agreement may not be renewed.

The Consultant recognizes that the Agreement shall commence upon the Effective Date and continue in full force and effect until termination in accordance with its provisions. Consultant and City herein recognize that the continuation of any Agreement after the close of any given fiscal year of the City, which fiscal year ends on September 30th of each year, shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for the Agreement, the Agreement shall terminate at the

end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder. Agreement may be terminated by the City at any time upon providing Consultant thirty (30) days written notice of the termination date.

3. Termination.

This Agreement may be terminated for any reason or for no reason whatsoever, by either party upon the terminating party giving the non-terminating party at least thirty (30) days written notice of such termination. Upon termination, Consultant shall be paid in accordance with the terms provided herein, unless Consultant is in breach.

If any party fails to perform any of its obligations under the Agreement Documents, such failure shall constitute a default. The non-defaulting party shall give the defaulting party written notice of the default. The defaulting party shall have ten (10) business days after the receipt of such notice in which to cure the default. Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may obtain any reasonable remedy provided by law.

Upon the termination or expiration of this Agreement, Consultant shall transfer, assign and make available to City, or City's representative, all documents, records, reports, studies, and information, and all ideas and concepts, (whether kept electronically, in writing, or otherwise) prepared by or for Consultant under or in connection with this Agreement. The same shall be promptly delivered to City, and all of City's property and materials in Consultant's possession or control belonging to City. The obligations in this subsection shall survive the expiration or termination of this Agreement.

4. Agreement Price and Payment Terms.

In exchange for those services described in the Agreement Documents, the City agrees to pay Consultant an amount not to exceed One Hundred Thousand Dollars and no/100s (\$100,000.00).

On or before the 10<sup>th</sup> day of each month, Consultant shall submit to City an invoice for the Services provided by Consultant during the immediately preceding month. Each invoice shall be form and content satisfactory to City and shall, among other things, include: (i) a specific description of the Services; (ii) such documentation and information as City may require to verify the accuracy of the invoice; and (iii) the sum of all prior payments under this Agreement and the balance remaining that may be charged to the Services. Charges not in dispute shall be paid within thirty (30) days of receipt of invoice.

5. Work Product and Confidentiality.

- A. **Use of Work Products:** All documents, software, data and materials prepared by Consultant in connection with the Services ("Work Products") are instruments of service and are and shall remain the property of Consultant. Town shall have a non-exclusive license to software provided in the Proposal and shall also have the right to make and retain copies and use the Work Products prepared for Town by Consultant as part of the Services; provided, however, the use shall be limited to the Town's intended use for which the

Services and Work Products are provided under this Agreement.

- B. **Reuse of Work Products:** The Work Products shall not be changed or used for purposes other than those set forth in this Agreement without the prior written approval of Consultant.
- C. **Confidentiality.** Consultant shall keep confidential all records, documents, or other materials that are requested by City, or required by law, rule, or regulation, to be so maintained, in connection with this Agreement. No reports, information, documents, studies, or other materials given to or prepared by City pursuant to this Agreement which City requests either orally or in writing to be kept confidential, shall be made available to any third party or entity by Consultant without the prior written consent of City.

6. Agreement Documents.

The "Agreement Documents", as that term is used herein, shall include the following documents, and this Agreement does hereby expressly incorporate same herein as fully as if set forth verbatim in the Agreement.

- a. This Agreement;
- b. Town of Addison RFP #18-04, attached hereto as **Exhibit "A"**; and
- c. Consultant Response to RFP #18-04, attached hereto as **Exhibit "B"**.

This Agreement shall incorporate the terms of all attachments in their entirety. To the extent that **Exhibit "A"** or **Exhibit "B"** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, the provisions of **Exhibit "A"**, and then the provisions of **Exhibit "B"**, shall prevail in that order.

7. Entire Agreement.

The Agreement Documents contain the entire agreement of the parties with respect to the matters contained herein. All provisions of the Agreement Documents shall be strictly complied with and conformed to by the Consultant, and no amendment to the Agreement Documents shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

8. Counterparts.

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

9. INDEMNIFICATION.

**CONSULTANT, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONSULTANT" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND**

COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONSULTANT UNDER THIS AGREEMENT. THE CITY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONSULTANT. CONSULTANT AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY 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.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CITY'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CITY'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. Venue.  
This Agreement shall be constructed under and in accordance with the laws of the State of Texas and venue shall be in Dallas County, Texas.
11. Binding Effect.  
This Agreement shall be binding on and inure to the benefit of the Parties and their



17. Severability.  
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
18. Representations.  
Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its legal counsel.
19. Force Majeure.  
If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such "force majeure" event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a "force majeure" event causing such delay and the other party shall not otherwise be aware of such "force majeure" event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.
20. Independent Contractor. The relationship between the Town and the Consultant is that of independent contractor, and the Town and the Consultant by the execution of this Agreement do not change the independent status of the Consultant. The Consultant is an independent contractor, and no term or provision of this Agreement or action by the Consultant in the performance of this Agreement is intended nor shall be construed as making the Consultant the agent, servant or employee of the Town, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship.
21. No Boycott of Israel. Pursuant to Texas Government Code Chapter 2270, Consultant's execution of this Agreement shall serve as verification that the Consultant does not presently boycott Israel and will not boycott Israel during the term of this Agreement.
22. Miscellaneous Drafting Provisions.  
This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party

shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on this the \_\_\_\_ day of \_\_\_\_\_, 2018.

**TOWN OF ADDISON, TEXAS**  
**a Texas municipality**

By: \_\_\_\_\_  
**Wesley S. Pierson, City Manager**

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

**ADY ADVANTAGE**

By: *Evan O'Brien*

Print Name: EVAN O'BRIEN

Title: OFFICE / OPERATIONS MANAGER

Date: 1/12/18

STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared **Wesley S. Pierson** known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the **Town of Addison, Texas** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

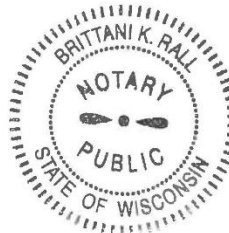
\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires: \_\_\_\_\_

STATE OF Wisconsin §  
  §  
COUNTY OF Dane §

BEFORE ME, the undersigned authority, on this day personally appeared Evan O'Brien known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to he is the duly authorized representative for ADY Advantage and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12<sup>th</sup> day of January, 2018.

Brittani K. Ball  
\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires: 5/5/2018



**EXHIBIT "A"**  
**RFP #18-04**

Town of Addison

BID 18-04

**Solicitation 18-04**

**Economic Development Strategic Planning Consulting  
Services**

**Bid Designation: Public**



**Town of Addison**

10/18/2017 11:22 AM

p. 1

**Bid 18-04**  
**Economic Development Strategic Planning Consulting Services**

Bid Number	18-04
Bid Title	Economic Development Strategic Planning Consulting Services
Bid Start Date	Oct 17, 2017 2:26:47 PM CDT
Bid End Date	Nov 10, 2017 2:00:00 PM CST
Question & Answer End Date	Nov 3, 2017 3:00:00 PM CDT
Bid Contact	Wil Newcomer Purchasing Manager
Bid Contact	Michele Womack Accounting Specialist I Finance

**Description**  
\*NO FAX OF EMAIL SUBMITTALS ACCEPTED.

RFP 18-04  
Town of Addison  
Request for Proposals for:  
Economic Development Strategic Planning  
Consulting Services

Proposals Due:  
November 10, 2017  
2:00 PM

Deliver Proposal to:

Finance Building  
5350 Belt Line Road  
Dallas, TX 75254

**Section 1**  
**REQUEST FOR PROPOSAL FOR ECONOMIC DEVELOPMENT STRATEGIC PLANNING**  
**CONSULTING SERVICES OVERVIEW**

The Town of Addison requests proposals for an Economic Development Consultant, and will receive said proposal at:

Town of Addison Finance Building  
Purchasing  
5350 Belt Line Road  
Dallas, TX 75254

**Proposal must be received no later than 2:00 PM on November 10, 2017.**

**Scope.** The scope of services for this project includes the development of an updated short and long term economic development strategic plan for the Town. Experience with municipalities, and the development of innovative strategic plans is strongly preferred.

**Questions.** If any proposer has questions regarding the meaning of any portion of this RFP, or is seeking clarification regarding discrepancies, omissions, or errors in this RFQ, the respondent shall submit this question via the website [www.bidsync.com](http://www.bidsync.com) no later than **3:00 PM on November 3, 2017.**

**City's Review of Proposal.** All responsive proposals shall be reviewed and evaluated by the Town in order to determine which best meets the Town's needs. The criteria by which the Town shall evaluate proposals are set forth in this RFP, Section 5. The Town reserves the right to reject any and all proposals and waive any irregularities in any review process. The Town reserves the right to negotiate the terms of the Agreement for this Project with one or more respondents.

**Award of Agreement.** The Town currently anticipates awarding an agreement for this Project by approximately December 12, 2017. No agreement for this Project shall be binding upon the Town until the Agreement is signed by the awarded consultant and the Town.

## Section 2 Addison Overview

Addison is a bustling town alive with entrepreneurial spirit where small start-ups to major corporations and corporate regional offices are headquartered including Mary Kay Cosmetics, United Surgical Partners, Hilton Worldwide, USAA, Zurich America, Cinopolis, Google, Bottle Rocket Studios, Stream Energy, and Maxim Integrated just to name a few. The town has approximately 10 million square feet of quality office space throughout the community that incorporate lush landscaping.

Despite Addison's four-square mile area and 15,500 nighttime population, the town draws over 125,000 people from the entire North Texas Region to work and do business here. With over 180 restaurants, Addison may have more restaurants per capita than any city in the US, and the community also has 24 hotels with over 4,100 rooms. The three full service hotels: InterContinental, Marriott, and Crowne Plaza have large conference facilities that help draw hundreds of conferences to the community. Other economic drivers include Addison Airport, a general aviation reliever airport to Love Field and DFW Airports. It has over 700 based aircrafts and has an estimated economic impact of \$370 Million.

Local companies have been able to cultivate a diverse, highly-skilled labor force ready to meet the opportunities of growing and expanding companies. Because of its daytime population, Addison is more of a boardroom community than a bedroom community, and has been a pioneer in the development of New Urbanist neighborhoods to promote a live, work, play environment. As a community that is nearly built-out, Addison is focusing on identifying areas ripe for redevelopment.

Quick facts on Addison include:

- Addison covers a 4.4 square miles and is a first-ring city in North Dallas County.
- Addison's 118 acres of parks are some of the finest in Texas.
- Every winter, the Addison landscaping crew plants 75,000 tulip bulbs. The bulbs come straight from Holland, world famous for tulips. Every spring, the Town of Addison is one of the most beautiful gardens in the entire Dallas-Fort Worth area!
- About 55% of all Addison residents age 25+ have an associate's degree, a bachelor's degree or a graduate degree.
- The [Cavanaugh Flight Museum](#), located in Addison, features fully restored war birds from W.W.I and WW II.
- [Addison Airport](#) is now the third largest general aviation airport in the country and boasts a runway of 7,200 feet. With 650 based aircraft, the airport averages 366 operations per day.
- Addison has been used as a setting for numerous commercials and for at least one feature film (*Dr. T and the Women* starring Richard Gere, Helen Hunt, and Farah Fawcett.)
- Addison has one of the lowest ad valorem tax rates in North Texas.
- Addison is also well-known for its major special events including Taste Addison, Kaboom Town™, and Oktoberfest!
- Over 100 startups have been launched by the Addison TreeHouse since 2013.

Since its inception in 2011, the Economic Development & Tourism Department has worked closely with the City Manager's Office to successfully execute the 2010 Economic Development Strategic Plan adopted by the City Council. In its brief existence, the department has helped distinguish the community with the following economic development accolades:

- *Dallas Business Journal* Top Economic Development Agencies in North Texas for 2014, 2015, 2016 & 2017.
- *2012 D CEO Magazine Best Development or Redevelopment Award: Village on the Parkway, Addison.*
- *2012 Dallas Business Journal Retail Deal of the Year Award: Village on the Parkway.*
- 2014 Google E-City Texas Award recipient.
- 2015 NerdWallet's #1 Place to Start a Business in Texas.
- International Economic Development Council:
  - 2016: Bronze Award for Excellence in Economic Development for Entrepreneurship.
  - 2017: Gold Award for Excellence in Economic Development for General Print Brochure.
  - 2017: Gold Award for Excellence in Economic Development for Redevelopment & Reuse.
  - 2017: Bronze Award for Excellence in Economic Development for Video.

### Section 3 Description of Opportunity

In 2010 the Town of Addison adopted a community-wide economic development strategic plan. The plan was used to establish the Economic Development & Tourism Department which focused on support for corporate recruitment, business retention & expansion, redevelopment, and entrepreneurial development. Since then all goals of that first strategic plan have been achieved. The prior Strategic Plan was completed in three phases: data collection and public input; analysis and completion of draft report; and recommendations and final report. The final report consisted of an executive report, a formal written report, and a "Power Point" presentation.

This prior approach served the City well, and should serve as a starting point for an updated Economic Development Strategy. The use of social media, internet presence, mobile technology and any other new interactive technology should be considered as part of both the final product that is prepared as well as the analysis and final recommendations that are presented.

The City wants to develop a comprehensive strategic plan to sustain the quality of the community in existence and what we need to prepare for the future. Some of the questions that need to be answered are the following:

- How should we continue to promote economic development opportunities?
- Have our industry clusters changed?
- What is needed to get the City positioned to attract the end users, labor force, and diversity of business sectors that we want in our community in the future?
- As a community that is nearly built out, how can we align our economic development efforts to optimize our redevelopment efforts to remain economically relevant?
- What strategic activities should be taken to enhance the City vision for the future?
- Are there any innovative incentive programs the community should consider to provide support and to leverage private investment?
- What programs should the city support to ensure it remains a startup hub in the region?

The Economic Development Strategy update should include analysis of future opportunities and recommendations that identify what can be achieved in less than 5 years, and in a longer term of 5-10 years.

The consultant will work with City Council, City Staff, members of local chambers of commerce, Addison Business Association, local landowners and other stakeholders to prepare recommendations for the City Council's consideration and action. Deliverables will include the following:

- Summary of current local business composition and employment.
- Updated market assessment.
- Report on economic trends, projected areas of growth and regional context.
- Recommended priorities for investment and focus.
- Recommendations for growing and expanding our restaurant sector.
- Detailed action plan with short term (1-2 year), intermediate term (3-5 year), and long term

(5-10 year) steps.

- Recommended benchmarks and performance measures.

Addison City Council will make final approval of firm to be selected based on staff recommendation, and will adopt the final plan upon completion. The Firm will be asked to make an initial presentation of the process to launch the strategic plan, and then make a final presentation to the City Council during an open public meeting on the strategic plan and its implementation recommendations prior to adoption.

Term

The term of this contract shall be for one (1) year from the date of contract execution. All payments to the Firm will be mutually agreed upon prior to contract execution for an amount not to exceed.

#### Section 4 Submittal Requirements

Provide one original, four (4) hard copies, and one electronic copy on a USB Drive of the response to this RFP to the Town of Addison Purchasing Department, 5350 Belt Line Road, Dallas, TX 75254. Facsimile and e-mailed proposals will not be accepted.

Each copy of the RFP response shall reference "RFP #18-04, Economic Development Strategic Planning Consulting Services" within the content and on the outside of each statement package submitted. RFP responses will be accepted until 2:00 PM on November 10, 2017. Questions concerning this RFP may be submitted until 3:00 PM on November 3, 2017 via BidSync ([www.bidsync.com](http://www.bidsync.com)).

##### Submittal Documents Required:

A successful submittal features a multi-disciplinary team of various professions to successfully complete this project.

1. Letter of Interest. Please provide a cover letter expressing your interest in the project. Include name, physical and mailing address, phone number, fax, and email address of the primary contact; identifying the capacity of this person.
2. Statement of Qualifications. Describe the company's qualifications to prepare an economic development strategy and experience related to municipal economic development. Please list relevant work experience, including any project currently under contract in North Texas and projects completed in Texas in the last 10 years. List projects completed outside the State of Texas, and any experience with similar communities.
3. References. Please provide four (4) references with primary contact information for other similar work performed.
4. Legal Entity. Describe the legal entity with which the City would contract including the structure of the anticipated partnership agreement(s) and ownership interests in the project. Include length of time in business, and number of employees. If any prior or pending litigation or lawsuit, the bidder must include in its submittal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the bidder or in which the bidder has been judged guilty or liable.
5. Conflict of Interest Questionnaire (CIQ): Please disclose any relationship from the vendor or person's affiliation or business relationship that might cause a conflict of interest with the Town of Addison. If applicable, a Questionnaire Form CIQ must be filled out and can be found at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf). By submitting a response to this request, Supplier represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

6. Team Members. Identify the members of the project team, including key consultants. Specify the relevant experience of the team members and key consultants. Include list of licenses or certifications held by team members.

7. Budget. Provide a tentative budget estimate to achieve the goals outlined in the RFP.

8. Approach. Please provide a narrative that explains your approach to realizing the deliverables stated in the RFP.

9. Submittals of the RFP should be submitted no later than:

**2:00 pm, Friday, November 10, 2017 to:**

Wil Newcomer  
Purchasing Manager  
Town of Addison  
Financial & Strategic Services Building  
5350 Belt Line Road  
Dallas, TX 75254

Hard copy responses must be labeled in the lower left-hand corner with the bid name and number and closing date. Bidders must also include their name and address on the outside of the envelope.

**Section 5**  
**Evaluation and Selection Criteria**

Award will be based upon an analysis of the following criteria:

DESCRIPTION	POINTS
Experience, reputation of the firm, its principals, employees and associates	30 Points
Experience with similar communities and related project performance and references - preferably economic development agencies	20 Points
Applicability of experience and services to meet the City's needs	20 Points
Ability to achieve deliverables in a competitive budget	20 Points
Quality and thoroughness of the response to this RFP	5 Points
Respondent's demonstrated ability to meet with the Town in person given short, sometimes same day notice during projects, knowledge of the locality, local laws, regulations and practices	5 Points
<b>TOTAL</b>	<b>100 POINTS</b>

## Town of Addison

**REQUEST FOR PROPOSAL TERMS AND CONDITIONS**

1. **APPLICABILITY:** These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the Town of Addison's Request for Proposal (collectively, "Terms and Conditions") are applicable to Contracts/Purchase Orders issued by the Town of Addison (hereinafter referred to as the "Town" or "Buyer") and the Seller (herein after referred to as the "Seller," "Proposer," "Contractor," or "Supplier"). Any deviations must be in writing and signed by a representative of the Town's Purchasing Department and the Supplier. No Terms and Conditions contained in the Seller's Proposal, Invoice or Statement shall serve to modify the terms set forth herein. If there is a conflict between the Terms and Conditions and the provisions on the face of the Contract/Purchase Order, the Terms and Conditions will take precedence and control.
2. **OFFICIAL PROPOSAL NOTIFICATION:** The Town utilizes the following for official notifications of proposal opportunities: [www.bidsync.com](http://www.bidsync.com) and the Dallas Morning News of Dallas County. These are the only forms of notification authorized by the Town. The Town is not responsible for receipt of notifications or information from any source other than those listed. It shall be the Supplier's responsibility to verify the validity of all Request for Proposal information received from any source other than the Town. There will be NO COST to the Seller for using BidSync for its Bids/Proposals.
3. **PRIOR OR PENDING LITIGATION OR LAW SUITS:** Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable.
4. **COST OF RESPONSE:** Any cost incurred by the Supplier in responding to the Request for Proposal is the responsibility of the supplier and cannot be charged to the Town.
5. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No Town of Addison employee shall have a direct or indirect financial interest in any contract with the Town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the Town.
6. **COMPETITIVE PRICING:** It is the intent of the Town to consider Interlocal Cooperative Agreements and State/Federal contracts in determining the best value for the Town.
7. **INTERLOCAL AGREEMENT:** The successful Proposer agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the Town. The Town is a participating member of several interlocal cooperative purchasing agreements. As such, the Town has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivisions, authorizing participation in a cooperative purchasing program. The successful Supplier may be asked to provide products/services based upon terms and conditions of award, to any other participant in a cooperative purchasing program.
8. **CORRESPONDENCE:** The proposal number must appear on all correspondence and inquiries pertaining to the Request for Proposal. The Purchase Order number must appear on all invoices or other correspondence relating to the contract.
9. **INDEMNITY/INSURANCE:** See attached Town of Addison minimum requirements.
10. **ERROR-QUANTITY:** Proposals must be submitted in units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
11. **ACCEPTANCE:** The right is reserved to accept or reject all or part of the proposal or offer, and to accept the proposal or offer considered most advantageous to the Town by line item or total offer or proposal.
12. **PROPOSAL LIST REMOVAL:** The Town reserves the right to remove a Supplier from any Proposal list for: (1) continued failure to be responsive to the Town, (2) failure to deliver merchandise within promised time, (3) delivery of substandard merchandise, or (4) failure to comply with the Contract/Purchase Order requirements.
13. **CONTRACT RENEWAL OPTIONS:** In the event a clause for option to renew for an additional period is included in the Request for Proposal, all renewals will be based solely upon the option and agreement between the Town and the Supplier. Either party dissenting will terminate the contract in accordance with its initial specified term.
14. **TAXES-EXEMPTION:** All quotations are required to be submitted LESS Federal Excise and State Sales Taxes. Tax Exemption Certificate will be executed for the successful Supplier.
15. **ASSIGNMENT AND SUCCESSORS:** The successful Supplier shall not assign, transfer, pledge, subcontract, or otherwise convey, in any manner whatsoever, any contract resulting from this proposal, in whole or in part, without the prior written consent of the Town of Addison.
16. **INVOICING:** Send ORIGINAL INVOICE to address indicated on the contract/purchase order. If invoice is subject to cash discounts the discount period will begin on the day invoices are received. So that proper cash discount may be computed, invoice should show amount of freight as a separate item, if applicable; otherwise, cash discount will be computed on total amount of invoice.

**17. ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION ACT:** The Town adopts Texas Business and Commerce Code Chapter 322, Uniform Electronic Transactions Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.

**18. FUNDING OUT CLAUSE:** This agreement or contract may be terminated by the Town without notice and without penalty or liability in the event that (1) the Town lacks sufficient funds for this agreement or contract; (2) funds for this agreement or contract are not appropriated by the Town Council of the Town; and (3) funds for this agreement or contract that are or were to be provided by grant or through an outside service are withheld, denied or are otherwise not available to the Town.

**19. DISPUTE RESOLUTION:** Pursuant to subchapter I, Chapter 271, TEXAS LOCAL GOVERNMENT CODE, Contractor agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Agreement (a "Claim"), the parties will first attempt to resolve the Claim by taking the following steps: (i) A written notice substantially describing the factual and legal basis of the Claim shall be delivered by the Contractor to the Town within one-hundred eighty (180) days after the date of the event giving rise to the Claim, which notice shall request a written response to be delivered to the Contractor not less than fourteen (14) business days after receipt of the notice of Claim; (ii) if the response does not resolve the Claim, in the opinion of the Contractor, the Contractor shall give notice to that effect to the Town whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the Claim; (iii) if those persons cannot or do not resolve the Claim, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the Claim.

**20. DISCLOSURE OF CERTAIN RELATIONSHIPS:** Chapter 176 of the Texas Local Government Code requires that any person, as defined in the statute, considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the supplier or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the Records Administrator of the Town not later than the 7<sup>th</sup> business day after the later of (a) the date the person (i) begins discussions or negotiations to enter into a contract with the local governmental entity, or (b) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity, or (b) the date the person becomes aware (i) of an employment or other business relationship with a local government officer, or a family member of the officer, described by the statute, or (ii) that the person has given one or more gifts described in the statute. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire may be found at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf). By submitting a response to this request, Supplier represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

**21. PATENTS:** Seller agrees to indemnify and hold harmless the Buyer against all costs and expenses, including but not limited to attorneys fees, and undertakes and agrees to defend at seller's own expense, all suits, actions or proceedings in which Buyer or the users of Buyer's products are claimed to have conducted in, or are made defendants of, actual or alleged infringement of any U.S. or foreign patent or other intellectual property right resulting from the use or sale of the items purchased hereunder and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding.

**22. APPLICABLE LAW:** This agreement shall be governed by the laws of the State of Texas, including but not limited to the Uniform Commercial Code as adopted by the State of Texas, as effective and in force on the date of this agreement, without regard to its conflict of laws rules or the conflict of law rules of any other jurisdiction.

**23. VENUE:** This agreement is performable in Dallas County, Texas, and venue for any suit, action, or legal proceeding under or in connection with this agreement shall lie exclusively in Dallas County, Texas. Proposer submits to the exclusive jurisdiction of the courts in Dallas County, Texas for purposes of any such suit, action, or proceeding hereunder, and waives any claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that proceeding is improper.

**24. TERMINATION FOR CAUSE OR CONVENIENCE:** The Town at any time after issuance of this agreement, by 30 days written notice to the Supplier, has the absolute write to terminate this agreement for cause or for convenience (that is, for any reason or no reason whatsoever). "Cause" shall be the Supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the Contract/Purchase Order. In such case the Supplier shall be liable for any damages suffered by the Town. If the agreement is terminated for convenience, the Supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the Town as of the effective date of the termination.

**25. FORCE MAJEURE:** To the extent either the Town or Proposer shall be wholly or partially prevented from the performance of this agreement or of any obligation or duty under this agreement placed on such party, by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the party's control and not attributable to its malfeasance, neglect or nonfeasance, then in such event, such party shall give notice of the same to the other party (specifying the reason for the prevention) and the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

**26. BAFO:** During evaluation process Town reserves the right to request a best and final offer upon completion of negotiations.

**27. PROTECTION OF TRADE SECRETS OR PROPRIETARY INFORMATION:** Proposals will be received and publicly acknowledged at the location, date, and time stated. Sellers, their representatives and interested persons may be present. The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing sellers and kept secret

during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal and identified by Seller in writing as such will be treated as confidential by the Town to the extent allowable in the Texas Public Information Act and other law.

**28. SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**29. PROPOSAL RESPONSE CONTRACTUAL OBLIGATION:** This proposal, submitted documents, and any negotiations, when properly accepted by the Town, shall constitute a contract equally binding between the successful Proposer and the Town. No different or additional terms will become part of this contract except as properly executed in an addendum or change order.

**30. No Boycotting Israel.** The entity contract with the Town of Addison does not boycott Israel and will not boycott Israel during the term of the contract. Reference HB 89 as it relates to Chapter 2270 of the Texas Government Code. Boycott Israel means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**CITY OF ADDISON, TEXAS**  
**CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT**

**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. <b>Workers' Compensation</b> <b>Employers' Liability</b> to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence  Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	CITY OF ADDISON to be provided a <b><u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u></b> or material change in coverage. <b>Insurance company must be A-:VII rated or above.</b>
2. <b>Commercial (Public) Liability</b> 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	<b><u>CITY OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u></b> or material change in coverage. <b>Insurance company must be A-:VII rated or above.</b>
3. <b>Business Auto Liability</b> to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	<b><u>CITY OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u></b> or material change in coverage. <b>Insurance company must be A-:VII-rated or above.</b>

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](mailto: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 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. It is the responsibility of the Contractor to assure compliance with this provision. The City accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid# \_\_\_\_\_

Company: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

## Town of Addison

### Indemnification Agreement

**Contractor's Indemnity Obligation.** Contractor covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Owner), INDEMNIFY, AND HOLD HARMLESS Owner, its past, present and future elected and appointed officials, and its past, present and future officers, employees, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, the "Owner Persons") and each being an "Owner Person"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees (including attorney's fees), fines, penalties, expenses, or costs, of any kind and nature whatsoever, made upon or incurred by Owner and/or Owner Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i) the services to be provided by Contractor pursuant to this Agreement, (ii) any representations and/or warranties by Contractor under this Agreement, (iii) any personal injuries (including but not limited to death) to any Contractor Persons (as hereinafter defined) and any third persons or parties, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Contractor or by any of its owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees, or any other person or entity for whom Contractor is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "Contractor Persons"). SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

Contractor shall promptly advise Owner in writing of any claim or demand against any Owner Person related to or arising out of Contractor's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Contractor's sole cost and expense. The Owner Persons shall have the right, at the Owner Persons' option and own expense, to participate in such defense without relieving Contractor of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement.

The provisions in the foregoing defense, indemnity and hold harmless are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect, such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and this defense, indemnity and hold harmless provision shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement. **In that regard, if the capitalized language included in the foregoing indemnity is so determined to be void or unenforceable, the parties agree that:**

(i) the foregoing defense, indemnity, and hold harmless obligation of Contractor shall be to the extent Claims are caused by, arise out of, or result from, in whole or in part, any act or omission of Contractor or any Contractor Persons; and

(ii) notwithstanding the provisions of the foregoing subparagraph (i), to the fullest extent permitted by law, Contractor shall INDEMNIFY, HOLD HARMLESS, and DEFEND Owner and Owner Persons from and against all Claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Contractor or any of its subcontractors, regardless of whether such Claims are caused, or are alleged to be caused, in whole or in part, by the negligence, or any act or omission, of Owner or any Owner Persons, it being the expressed intent of Owner and Contractor that IN SUCH EVENT THE CONTRACTOR'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. The indemnity obligation under this subparagraph (ii) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under workers compensation acts, disability benefit acts, or other employee benefit acts.

I understand that the indemnification provisions are required of all Town of Addison Contracts. I have read the provisions and agree to the terms of these provisions.

Project/Bid#:

Company Name:

Signature:

Date:



### **Interested Parties**

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

### **Filing Process**

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016. [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), please follow Instructional Video for Business Entities.

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

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This OFFICE USE ONLY 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.

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

\_\_\_\_\_

Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.) \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of person doing business with the governmental entity Date:

\_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**Local Government Officers Town of Addison, Texas**

For purposes of completion of the required Conflict of Interest Questionnaire for the Town of Addison, Texas, Local Government Officers are:

Mayor: Joe Chow

Council Members: Al Angell, Council Member  
Ivan Hughes, Council Member  
Jim Duffy, Council Member  
Lori Ward, Council Member  
Paul Walden, Council Member  
Tom Braun, Council Member

City Manager: Wesley Pierson



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Information and Instruction Form

RESPONSES THAT DO NOT CONTAIN THIS COMPLETED FORM MAY NOT BE COMPLIANT

Section I Company Profile

Name of Business:

Business Address:

Contact Name:

Phone#:

Fax#:

Email:

Name(s) Title of Authorized Company Officers:

Federal ID #: W-9 Form: A W-9 form will be required from the successful bidder.

DUN #:

Remit Address: If different than your physical address:

Section II Instructions to Bidders

Electronic Bids: The Town of Addison uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for Standard bids or proposals. For **Cooperative Bids and Reverse Auctions ONLY**, the successful contractor/supplier agrees to pay BidSync a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. **Cooperative Bids and Reverse Auctions** will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to [www.bidsync.com](http://www.bidsync.com) for further information.

Contractor/Supplier Responsibility: It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractors/Suppliers will be

notified of any addenda and Q&A if they are on the invited list, they view the bid, or add themselves to the watch list.

Acknowledgement of Addenda: #1 #2 #3 #4 #5

Delivery of Bids: For delivery of paper bids our physical address is:

Town of Addison

5350 Beltline Road

Addison, TX 75001

Attn: Purchasing Department

Contractor/Supplier Employees: No Contractor/Supplier employee shall have a direct or indirect financial interest in any contract with the town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the town.

Deliveries: All deliveries will be F.O.B. Town of Addison. All Transportation Charges paid by the contractor/supplier to Destination.

Payment Terms: A Prompt Payment Discount of % is offered for Payment Made Within Days of Acceptance of Goods or Services. If Prompt Payments are not offered or accepted, payments shall be made 30 days after receipt and acceptance of goods or services or after the date of receipt of the invoice whichever is later.

Delivery Dates: Delivery Dates are to be specified in Calendar Days from the Date of Order.

Bid Prices: Pre-Award bid prices shall remain Firm and Irrevocable for a Period of \_\_\_\_\_ Days.

Exceptions: Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation.

Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail).

Historically Underutilized Business (HUB): It is the policy of the Town of Addison to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers are encouraged to provide HUBs the opportunity to compete for sub-contracting and other procurement opportunities. A listing of HUBs in this area may be accessed at the following State of Texas Website.  
<http://www.window.state.tx.us/procurement/emb/embhub.html>

HUB Owned Business Yes No Include a current copy of your HUB certification with your response or insert Certification number \_\_\_\_\_ and expire date \_\_\_\_\_.

Other Government Entities: Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded under the same Terms and Conditions? Yes  No

Bid Bond: Is Bid Bond attached if applicable? Yes  No

Termination: The town at any time after issuance of this agreement, by 30 days written notice, has the absolute right to terminate this agreement for cause or convenience. Cause shall be the contractor/supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the contract/purchase order. In such case the supplier shall be liable for any damages suffered by the town. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the town as of the effective date of the termination.

Bidder Compliance: Bidder agrees to comply with all conditions contained in this Information and Instruction Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees to furnish and deliver the articles or services as specified at the prices and terms herein stated and in strict accordance with the specifications and conditions, all of which are made a part of your offer. Your offer is not subject to withdrawal after the award is made.

The Town of Addison reserves the right to reject all or part of the offer and to accept the offer considered most advantageous to the town by item or total bid.

The Town of Addison will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the Town.

I hereby certify that all of the information provided in sections I and II are true and accurate to the best of my knowledge.

Signature: Date:

Title:

Signature certifies no changes have been made to the content of this solicitation as provided by the Town of Addison.

10/17/17

\_\_\_\_\_



**Question and Answers for Bid #18-04 - Economic Development Strategic Planning Consulting Services**

Overall Bid Questions
There are no questions associated with this bid.

**EXHIBIT "B"**  
**Consultant Response to RFP #18-04**



**Town of Addison, Texas**

RFP #18-04 – Economic Development Strategic  
Planning Consulting Services

November 10, 2017



**STRATEGY MATTERS**

*Provided to:*  
**Wil Newcomer**  
Purchasing Manager  
Town of Addison, Texas  
5350 Belt Line Road  
Dallas, TX 75254  
972.450.7091  
[wnewcomer@addisontx.gov](mailto:wnewcomer@addisontx.gov)

*Provided by:*  
**Janet Ady**  
President and CEO  
Ady Advantage  
301 S. Blount Street, Suite 103  
Madison, WI 53703  
608.663.9218 o/608.345.2510 m  
[jady@adyadvantage.com](mailto:jady@adyadvantage.com)

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# Letter of Interest

## INTRODUCTORY LETTER

**Wil Newcomer**  
Town of Addison Finance Building  
Purchasing  
5350 Belt Line Road  
Dallas, TX 75254

Mr. Newcomer,

This letter and proposal is in response to RFP #18-04, Request for Proposals for Economic Development Strategic Planning Consulting Services. This multidisciplinary team is led by Ady Advantage with placemaking infrastructure strategies support from DFW-based Gateway Planning. Profiles of each of our companies can be found on the following pages.

The Ady Advantage team recognizes significant shifts in economic development drivers, with a focus on the value of place, walkability, connectivity, and quality of life. Comprised of national leaders in the fields of Economic Development, Site Selection, and Placemaking/Urban Design, the Ady Advantage team provides significant local knowledge in addition to national breadth, depth and experience.

Our team will provide the Town of Addison with strategies to build upon its successes to date, including the successful implementation of its 2010 Economic Development Strategy. Addison has come a long way since the extension of the Dallas North Tollway, distinguishing itself both regionally and nationally. Today, Addison is positioned to take advantage of its own community base, while extending its reach with the anticipated Cotton Belt to the west, the explosion of corporate investment to the north and the evolution of Dallas to the south.

We understand that it is essential to break down the traditional silos of economic development, urban planning, real estate development, public policy, and infrastructure. By integrating those critical areas, the Ady team will provide an approach by which the needs of both employers and employees are met in the context of the maturation of Addison as a central city in DFW. Our team members have worked with communities similar to Addison and know that Addison is unique. This is why our team's local presence assures not only an understanding of the market today, but Addison's historical and, now, contemporary evolution in the heart of one of the most robust economies in the world.

With decades of combined experience in urban design, real estate development, and economic development, the Ady Advantage team knows its unique, place and talent focused approach will propel Addison from an already successful place into an even more prosperous future. We thank you for the opportunity to be considered for this opportunity.

I will be the primary contact for the procurement process and may be reached at (608) 663-9218 or [jady@advantage.com](mailto:jady@advantage.com).

Best regards,



Janet Ady  
President and CEO

---

Volledge, Inc. dba **Ady Advantage** | 301 S. Blount Street, Suite 103 | Madison, WI 53703 | 608.663.9218 | [AdyAdvantage.com](http://AdyAdvantage.com)

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## Statement of Qualifications: Team Overview

### WHY THIS IS THE TEAM FOR THE TOWN OF ADDISON

While traditional economic development tools such as incentives, a friendly business climate and the provision of utilities and infrastructure are still an important part of the equation, the role of “place” and “connectivity” has become an essential component of retaining, growing and attracting companies of all sizes. Driven by the need to attract talent, economic development initiatives must also integrate facets of town planning and urban design, transportation and infrastructure, mobility and public policy.

In addition to both traditional and innovative approaches to economic development (described below), the Ady Advantage team brings strong experience in the placemaking and infrastructure components mentioned above. By combining tried and true economic development efforts with an innovative focus on placemaking, the town will be best positioned to attract end users by creating the right mix of uses and amenities that create vibrant places and robust economies.

Gateway Planning’s roots in North Texas are well known throughout the region. Their understanding of local and regional dynamics, including their recent work positioning the CityLine project in Richardson for what is now the StateFarm headquarters, will help identify the economic and social drivers that will underpin the placemaking component of the team’s work. Gateway’s understanding of the region, coupled with its experience in town planning and infrastructure, will provide insight into how Addison can evolve in the context of aging corridors that have opportunities for reinvention; impacts of the potential for redevelopment along areas next to the Toll Road; ensure that Addison is well positioned for the Cotton Belt Rail Line, but in a manner that is “rail-ready” not “rail-dependent”; how to focus appropriate growth and development within a Town that is mostly “built out”; and, how does Addison fit into the overall North Texas ecosystem with continued growth to the North and West, the expanded economic base around DFW airport and a renewed energy in and around the Downtown Dallas core. This guidance will provide the Ady Advantage team a unique perspective and guidance in what could be the same old formulaic economic development exercise.

It is important to note that our team will also examine the realities and opportunities to invest in infrastructure to balance and prioritize the aging systems along with new investments in the Cotton Belt, through the lens of economic development outcomes. We will view local needs and drivers within a regional context, as the team’s “talent based approach” recognizes that talent is a regional issue which does not adhere to municipal boundaries. This will help Addison to preserve and enhance its existing neighborhoods and communities while focusing growth in strategically located, compact areas that will drive economic development outcomes into the future.

# Statement of Qualifications: Ady Advantage



## ADY ADVANTAGE COMPANY PROFILE

**Voltedge, Inc. dba Ady Advantage**  
301 S. Blount Street, Suite 103  
Madison, WI 53703  
608.663.9218

**Ady Advantage** ([www.adyadvantage.com](http://www.adyadvantage.com)) is a woman owned economic development consulting firm established in 2003 by Janet Ady, a second generation site selector. Unlike generalist planning or marketing consultancies, the main focus of Ady Advantage is to serve organizations and communities that seek to attract or grow business investment, attract talent, and enhance the quality of life in the areas in which they operate.

We work directly with companies and communities on business development, site selection, and talent development. We also provide economic development organizations with a full range of services from economic strategy to implementation.

We are the only economic development consulting firm that seamlessly transitions from economic development research to competitive positioning and implementation activities such as strategic planning, marketing, branding, and developing ED websites. The diagram below summarizes our core services.



### Relevant Experience

- Ady Advantage has worked with many municipalities over the years including, but not limited to: Cloquet, MN; Waupun, WI; Brunswick, GA; Washington County, WI; Washington County, VA; City of Richmond, IN; Pocahontas County, IA; and Indian River County, FL.
- We have also done work in Texas, which includes:
  - Presenting on Talent Strategies at the TEDC Annual Conference
  - Numerous projects for the Greater Houston Partnership ranging from recruitment strategies to marketing communication strategy.

Voltedge, Inc. dba Ady Advantage | 301 S. Blount Street, Suite 103 | Madison, WI 53703 | 608.663.9218 | [AdyAdvantage.com](http://AdyAdvantage.com)

# Statement of Qualifications: Gateway Planning



## GATEWAY PLANNING GROUP COMPANY PROFILE

**Gateway Planning Group LLC.**  
3100 McKinnon Street, 7th Floor  
Dallas, TX 75204  
817.348.9500

**Gateway Planning** ([www.gatewayplanning.com](http://www.gatewayplanning.com)) provides decades of combined public and private sector experience in urban design, town planning, transportation infrastructure and real estate development. Our work has historically contained a significant economic development perspective, as Gateway's outcome-oriented approach is both market-based and implementation focused.

Gateway has extensive experience throughout North Texas as the region's leading urban design and development strategies firm. It brings world class experience as "placemakers" to complement Ady Advantage's economic development experience.

### *Relevant Experience*

The following recent initiatives help demonstrate our alignment with the Town of Addison's economic development initiative, with a focus on placemaking as a driver of real estate value and economic development:

- **Delivery of the Fort Worth High-Speed Rail Station Plan** study for the city and the MPO/COG, creating the platform for Downtown Fort Worth to benefit from the extension of the future Houston to Dallas HSR service by the Texas Central Rail Partnership with Japan, with a focus on economic development opportunities linking DFW, Austin, San Antonio and Houston.
- **Completion and implementation of the CityLine TOD master plan and TIF funding structure in Richardson, Texas** on the DART Red Line, resulting in construction of four million square feet of mixed use anchored by the State Farm Headquarters build-to-suit, providing 6,000 jobs and the reversal of the recent decline of the Telecom Corridor started by Texas Instruments more than 60 years ago.
- **Substantial completion of the 18-station planning and place-based economic development findings for the Durham-Orange Light Rail.** This brought together the GoTriangle Transit Authority, Chapel Hill, UNC, Durham, Duke University, NCCU and TJCOG, market analysis, station plan refinement, transit operation refinement, bike-ped connectivity, developer alignment and key infrastructure planning for sustainable TOD and economic development to leverage the region's local commitment of funding and the effort to secure a Full Funding Grant Agreement from the Federal Transit Administration. The effort will help the region meet the demand for walkable, mixed-use environments, including preparation of "Transit-Ready" but not "Transit-Dependent" economic development opportunities.

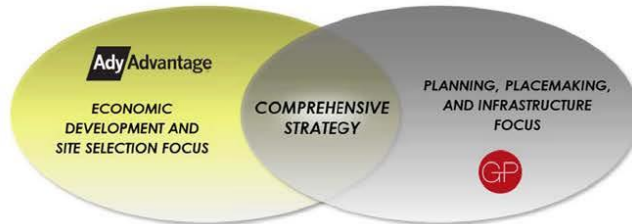


## Project Approach

### OUR PLACE-BASED ECONOMIC DEVELOPMENT APPROACH

By marrying economic and community development with workforce development/attraction strategies, further leveraged by a renewed focus on the growing role of restaurants, tourism and entertainment, the Ady Advantage team proposes a comprehensive strategy that is singular, coordinated, and positioned for successful implementation. Our recommendations will align short and long term goals by integrating traditional economic development, placemaking/town planning and infrastructure strategies in a comprehensive manner, with a focus on results and ROI from an economic development perspective.

The following pages point out some of the key drivers in economic development today and how these changes will be reflected in our methodology.



## Project Approach (continued)

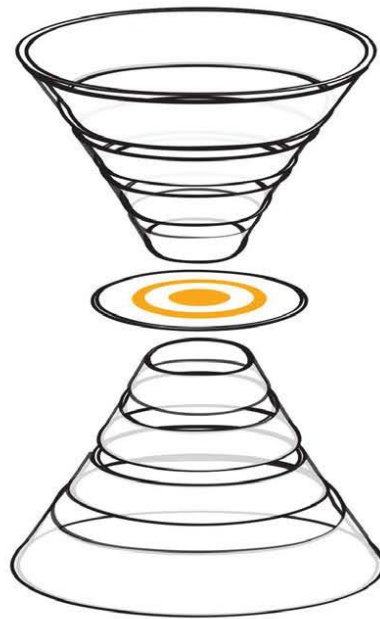
DRIVER	IMPACT ON OUR METHODOLOGY
<p><u>Talent</u> is the leading driver for company expansion and relocation decisions – specifically the sustainable availability and productivity of talent.</p>	<p>The ability to develop, attract, and retain talent will play a more central role than in traditional ED strategic plans. For example:</p> <ul style="list-style-type: none"> <li>• We will interview companies and talent agencies to understand the current strengths and weaknesses of the Addison talent market.</li> <li>• We will use our “talent-led cluster analysis” methodology, which is based on occupations instead of industries.</li> <li>• We will include a talent strategy component to the overall plan, ensuring that we identify actionable steps to address key talent issues.</li> <li>• We will survey residents and employees to gain their input on Addison as a place to live, work and recreate, and in terms of their priorities for quality of place. (OPTIONAL)</li> <li>• We will review best-in-class talent strategies and incorporate relevant tools and strategies into the Addison plan. (OPTIONAL)</li> </ul>
<p>Economic developers have always promoted “quality of life” as a location and business growth factor. However, with the increased importance of talent development, retention and attraction, the broader concept of “<u>quality of place</u>” both for the talent pool and the business community has come to the forefront.</p>	<ul style="list-style-type: none"> <li>• We’ll incorporate input from constituents beyond the typical economic development partners, and investigate the impact of quality of place on talent attraction and business success and growth.</li> <li>• Utilizing the team’s experience in urban design, town planning and real estate development, we will provide specific place-based insight. This will provide land use and development strategies in a comprehensive manner that takes into consideration infrastructure needs and innovative financing mechanisms by which to successfully implement the types of locations, places and neighborhoods that attract today’s in demand workforce.</li> </ul>
<p>In the traditional economic development framework, success drivers include readiness, alignment, and differentiation.</p> <p>These still hold true, but the <u>prevalence of rapid change and disruptive technologies begets a future dependent on value, authenticity, transparency, and the ability to evolve and improve</u>. The process used for Amazon HQ2 is just the latest in a long series of events pointing in this direction.</p>	<ul style="list-style-type: none"> <li>• We will analyze publications and social media and interview area businesses as part of our due diligence of Addison, assessing your image and reputation and identifying opportunities and challenges. (OPTIONAL)</li> <li>• We’ll also include social media not just as a communications channel for your marketing messages, but for the potential that social media has to build momentum for your strategies, whether that is engaging younger people or using viral techniques to advocate for issues and promote your community. (OPTIONAL)</li> </ul>

## Project Approach (continued)

DRIVER	IMPACT ON OUR METHODOLOGY
<p>Investment in <u>modern infrastructure</u> is increasingly separating economic development winners and losers in the U.S., as old and crumbling infrastructure combined with dwindling investment in maintenance and new infrastructure plagues more and more cities. Places that are investing in modern infrastructure are reaping benefits in business growth and talent attraction.</p>	<ul style="list-style-type: none"> <li>• We will analyze and compare Addison's infrastructure conditions and investments from a planning and business expansion perspective, and compare this critical quality of place factors with best-in-class vibrant and growing communities, identifying key marketable strengths and potential gaps and weaknesses with transportation infrastructure, utility infrastructure, etc.</li> <li>• We will also analyze and provide direction as to specific efforts that should be undertaken in terms of providing infrastructure that best supports the type of real estate development and placemaking sought by the workforce and employers.</li> <li>• It should be noted that not all "infrastructure" is physical. There are opportunities to adjust the "operating system" of existing assets to provide more walkability, mobility and other infrastructure goals.</li> </ul>
<p>The ability of economic development organizations and their cities to <u>organize and develop a united front between business, government, and key institutions</u> has become a key marker of successful and forward-thinking EDOs. Creating working partnerships between public, private, and institutional leaders set the stage for long-term successful strategies. Further, the ability of economic development, community development, workforce development, and tourism development to <u>converge on one overarching strategy with shared goals and objectives</u> has become the hallmark of progressive and successful placemaking.</p>	<ul style="list-style-type: none"> <li>• We will evaluate Addison's partnership strategy, and its track record for key power centers – business, government, institutions – successfully working together on shared growth and improvement goals and objectives.</li> <li>• Our team's experience managing multi-disciplinary efforts, including experience as a Master Developer of walkable, mixed-use developments, provides a strong base of experience by which to interact with and facilitate various stakeholders, bound by the need for implementable solutions that benefit existing entities and individuals while enabling future growth and attraction of new economic development engines.</li> </ul>

## Project Approach (continued)

Our approach is practical and leverages our knowledge of how businesses make location decisions. Our experience working with both EDOs and private companies gives us insight into how Addison can inventory its economic assets to help grow its economic base over the long term.



### PHASE 1: DISCOVER

- Project Initiation Teleconference
- On-Site Addison Introduction Meeting
- Addison Market Assessment
- On-Site Visit(s)
- Talent-Led Cluster Analysis
- Initial Report

### PHASE 2: DISTILL

- Positioning for the Region
- Positioning for Target Clusters
- Case Studies
- Vision and Goals Session
- Gap Analysis

### PHASE 3: DO

- Economic Development Framework
- Strategic Placemaking Framework
- Final Presentation

## Project Approach (continued)

### SCOPE

The region of focus for this project is the Town of Addison; however, when determining the recommended target industries and looking at regional assets, we will use a larger region that will include surrounding communities/counties that fall within Addison's commuting patterns.

We will work with the Town of Addison to identify the right mix of interviewees for the on-site visits. We anticipate that the Town of Addison will coordinate the meetings (arrange the location, schedule, etc.).

We assume that the Town of Addison, or one of its economic development partners, will be able to provide us with specific data runs from Emsi for the purposes of some of the desk research.

### OBJECTIVE

The objective of this engagement is as follows:

***To create a comprehensive economic development strategic plan to sustain the quality of the community in existence and determine what needs to be done to prepare for the future.***

## Project Approach (continued)



### PHASE ONE: DISCOVER

#### Step 1: Project Initiation Teleconference

Create a solid project management framework so that the project runs smoothly and review the project process.

- Determine project communication protocols.
- Identify the main point of contact for the Town and the Ady-Gateway team.
- Review project methodology and process.
- Share relevant background information.
- Provide a link to Ady Advantage's [Capacity Readiness Survey](#) for Addison team to complete prior to the on-site visit. This will allow us to identify and benchmark the town's self-reported current capacities and how it compares to peer communities.
- Establish logistics for on-site visits in Steps 2 and 4.

#### Step 2: On-Site Addison Introductory Meeting

Familiarize ourselves with the region, the town's project team and the various organizations that will be participating throughout the project.

- Half day on-site with up to four consultants.
- Windshield tour – Addison staff to take us on a tour of the town, pointing out key assets such as infrastructure, educational institutions, quality of place features, etc. to give us an introduction to the community.
- This visit will include interviews with Addison staff and key project partners to understand each group's role and priorities in strategy development and the eventual implementation of the economic development framework.
- Outline immediate next steps and timeline.

#### Step 3: Addison Market Assessment

Gain a baseline understanding of the Addison region and prepare background information to develop initial hypotheses for confirming/refining during the on-site visit. In addition, we will review and analyze the necessary plans and/or studies that will provide our project team with baseline information on talent, economic development, and tourism.

- Compare the Town of Addison, the county and the greater region to competing regions and states on the key location criteria that site selectors use when evaluating locations.
- Conduct a preliminary economic base analysis at the two-digit NAICS code level to determine the current wealth drivers for Addison and the greater region.
- High-level assessment of built environment, mixed uses, zoning codes, housing options.
- High-level assessment of mobility and walkability of Addison.
- High-level assessment of infrastructure.
- Marketing audit to review current and planned marketing activities like tradeshows, conferences, campaigns, etc. Audit the existing town website, including recommendations based on navigation, messaging, programming efficiency, online tools, and search engine optimization. Audit existing traditional and social media channels and suggestions for improving them. (OPTIONAL)
- Create an online employee/resident survey to be sent out and analyzed along with the on-site visit data. The goal of this survey is to understand current perceptions of the town/region, uncover challenges and get a sense of the strongest assets from both an economic development and placemaking perspective that Addison has to offer. Addison would be responsible for promoting this survey and/or sending it out to residents. (OPTIONAL)

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## Project Approach (continued)



### PHASE ONE: DISCOVER (CONT'D)

#### Step 4: On-Site Visit

Further explore the assets of Addison from an on-the-ground perspective. Visit with key stakeholders to better understand key opportunities/challenges for Addison and the region, and gain their input on key topics.

- The on-site visit will include six man days (i.e. three consultants on site for two days each). **A sample itinerary is below.**
- The visit will include:
  - Mock Site Visit – Addison will treat us as a site selector with a prospective project and show us the best sites and buildings it has to offer. Ady Advantage will conduct a high-level assessment of the “readiness” of these properties.
  - One-on-one interviews with large and representative employers in Addison and the county.
  - One-on-one interviews with key stakeholders, including city council members, workforce development representatives, local educational institutions, chamber representatives, Main Street representatives, tourism representatives, community development representatives, Addison Business Association, etc.
  - Focus group of young professionals that either live or work in Addison.
  - Stakeholder input session: On the final day on-site, we will hold a two-hour work session. This will be an opportunity to gather input from stakeholders in the region, educate them on this project and gain buy-in.

*Note: We can be flexible in the format and order of these items in order to incorporate feedback from as many parties as possible.*

SAMPLE ITINERARY: DAY ONE ON-SITE			
	Consultant 1	Consultant 2	Consultant 3
8 a.m. – 9 a.m.	Kick-Off Meeting with Internal Team		
9 a.m. – 10 a.m.	Mock Site Visit		
10 a.m. – 11 a.m.			
11 a.m. – 12 p.m.			
12 p.m. – 1 p.m.	Lunch		
1 p.m. – 2 p.m.	Stakeholder Interviews/Focus Groups	Stakeholder Interviews/Focus Groups	One-on-One Employer Interviews
2 p.m. – 3 p.m.			
3 p.m. – 4 p.m.			
4 p.m. – 5 p.m.			
SAMPLE ITINERARY: DAY TWO ON-SITE			
8 a.m. – 9 a.m.	Stakeholder Interviews/Focus Groups		
9 a.m. – 10 a.m.			
10 a.m. – 11 a.m.			
11 a.m. – 12 p.m.	Lunch		
12 p.m. – 1 p.m.	Initial Findings Meeting with Project Team		
1 p.m. – 2 p.m.	Stakeholder Input Session		
2 p.m. – 3 p.m.			
3 p.m. – 4 p.m.			
4 p.m. – 5 p.m.			

## Project Approach (continued)



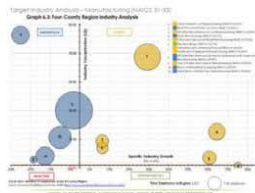
### PHASE ONE: DISCOVER (CONT'D)

#### Step 5: Talent-Led Cluster Analysis

We will conduct a talent-led cluster analysis that focuses on available talent for specific industries and look at emerging industries based on talent pipelines and inventory in the region.

- Review and evaluate existing data on industry targeting.
- Conduct a cluster analysis at the 4-6 digit NAICS code and marry that data with SOC code data (occupations).
- Use various screening criteria, such as stakeholder input, market growth, supply chain opportunities, etc. to recommended up to five industry clusters to focus on for future growth.
- Recommend three to five target clusters.

#### Example of Talent-Led Cluster Industry Analysis



#### Step 6: Initial Report

Present findings to date and discuss with the Addison team.

- Telephone/Webex presentation to review findings to date and present the recommended industry clusters.
- Confirm industry clusters with the Addison team.
- Plan for next steps.

### PHASE TWO: DISTILL



#### Step 7: Positioning for Region

Determine the unique mix of assets in the Addison region and determine its competitive set.

- Using the location criteria, as well as other desk research and findings from the on-site visit, identify other regions with which Addison competes, and how it compares with each.
- Develop asset maps for costs and conditions in the region.
- Create a positioning statement and supporting positioning points for the town/region.

## Project Approach (continued)



### PHASE TWO: DISTILL (CONT'D)

#### Step 8: Positioning for Each Industry Cluster

*Determine the most important costs/conditions for each recommended industry cluster, as well as the region's competitive set for each industry.*

- Develop industry cluster-specific asset maps.
- Identify the region's competitive set for each industry cluster.
- Create a positioning statement for each industry cluster identified. This statement will become the baseline for communicating the benefits of the town/region when attracting companies in these industries.

#### Step 9: Best Practices (OPTIONAL)

*Provide Addison with several viable futures through case studies showing strategies that have been used by other successful communities. These will include case studies from both within the region and those outside of DFW to provide Addison with the greatest possible understanding of best practices and successful implementation strategies.*

- Select up to ten case study examples from communities that are similar to Addison. We will look at communities that are doing unique and innovative things, which may include, but is not limited to, the following topics.
  - Talent
  - Placemaking
  - Infrastructure
  - Organizational issues
- This may involve looking at different communities for certain aspects, so that Addison may see a variety of solutions to similar issues that they are facing.

#### Step 10: On-site Visioning and Goals Work Session

*Lead stakeholders and/or project team members through a workshop where we share the asset maps and the case studies, and then work with them to create several viable futures. We select the elements of each that we want to pursue, and articulate the associated goals.*

- Work session revolving around visioning and goals for the region, related to economic development, but also taking into account workforce development, community development, and tourism, as they relate to economic development.
- This will include at least two Ady Advantage team members for a three-hour in-person session. Additional team members may attend via Skype or teleconference.

## Project Approach (continued)



### PHASE TWO: DISTILL (CONT'D)

#### Step 11: Gap Analysis

*After the visioning and goals work session, we will pair that information with the research from all previous steps to identify where the gaps might be and build a gap analysis to inform the strategies.*

- Determine what is needed to get Addison best positioned to attract the end users, talent and diversity of business sectors as identified through the goals and visioning session.
- Report on the gaps between the current state of Addison and its goals for the future.
- These gaps will help inform the strategies we develop for the final deliverable.

### PHASE THREE: DO



#### Step 12: Economic Development Framework and Strategic Recommendations

*Develop a framework and strategic recommendations for the region based on research findings that will best accomplish the region's goals and visions.*

- Develop an economic development framework that identifies specific strategies to achieve the organization's goals. It will include short-term, intermediate-term and long-term strategies to achieve Addison's goals.
- The framework will build off of the 2010 strategic plan and adjust and evolve based on the findings from this project. We will provide high-level strategic recommendations in the following areas:
  - **Organizational** - Recommend beneficial initiatives/partnerships that could be established to help meet the goals of the region. Gateway Planning will provide its local knowledge of potential strategic partners and efforts.
  - **Business Retention/Expansion and Recruitment** - Recommend strategies to attract and retain businesses, especially those within the identified target clusters. Various go-to-market strategies (which Ady Advantage could provide as a next phase) will be identified as a result of this plan. Next marketing steps may include website updates, marketing collateral, site selector outreach, social media, targeted outreach to target industry companies, tradeshows and conferences, etc.
  - **Talent** - Foreseeing the increasing importance of talent in economic development, Ady Advantage published "The Talent Toolbox" book in 2015. We have since fleshed out the concepts from this book into an open-source Talent Strategy Platform, and regularly consult with communities to develop talent strategies.
  - **Placemaking** - An initial assessment and a recommended course of action including strategies to create the types of neighborhoods and communities that attract employees and employers. This piece will include recommendations on growing Addison's restaurant sector. It will also include recommended strategies to align current and future infrastructure needs with the aforementioned placemaking strategy, bridging both physical design to promote vibrant, walkable and connected places in addition to potential financing mechanisms by which to implement such efforts.
- The framework will include metrics of success that can be measured one year after implementation and two years after implementation. This can also act as a baseline for future efforts and studies.

## Project Approach (continued)



### PHASE THREE: DO (CONT'D)

#### Step 13: On-Site Final Presentation

*Wrap up all research findings and present our recommendations to the Addison team.*

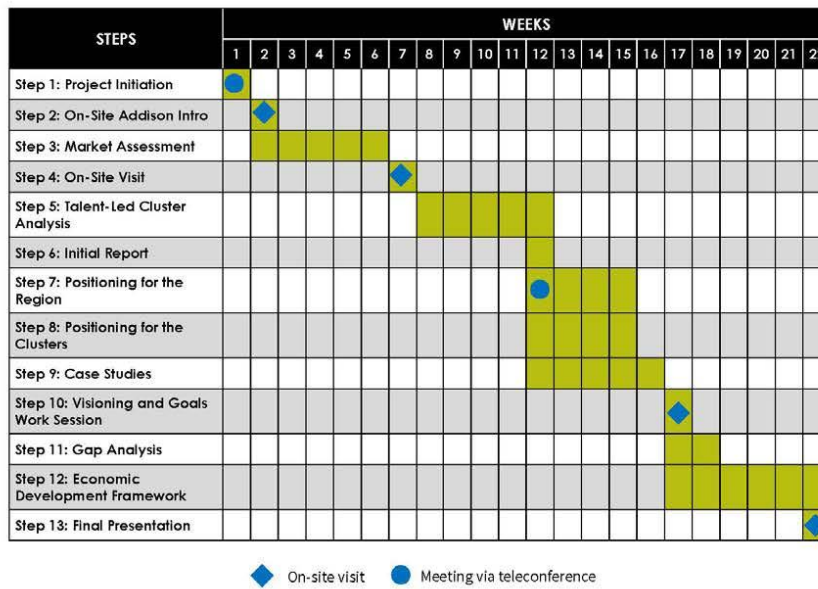
- In-person, three hour final presentation of the economic development framework, with up to three Ady Advantage team members.
- Discussion of next steps (if applicable).

## Project Timeline

### PROJECT TIMELINE

Ady Advantage will be on-site four times during this project for the on-site visits in Steps 2, 4, 10, and 13, which will include 13 man-days in the region. The rest of the meetings will be held via teleconference or Skype. Additional site visits can be added to the approach to meet the needs of Addison, for an additional fee (see project investment section). **Gateway Planning, as a local player, could be made available should the need arise for additional meetings, when necessary.**

Our approach is illustrated by the following timeline. The project will take an estimated 22 weeks to complete. This timeline can be accelerated within reason to meet the needs of Addison.



## Project Budget

### PROJECT INVESTMENT

The not-to-exceed fee for professional services is \$100,000. This includes all out-of-pocket expenses for travel. Not included are expenses related to data access. For this project, Ady Advantage will require access to the Emsi or Chmura's JobsEQ database. If the Town of Addison or one of its partners can provide us data runs from this data set, there will be no additional cost. If not, we can purchase a temporary subscription to the required data for approximately \$3,500.

This cost does not include **OPTIONAL** items as noted in the proposal. The pricing for these value-add options are as follows:

- Step 3: Marketing audit - \$2,500
- Step 3: Stakeholder Survey and Analysis - \$6,400
- Step 9: Case Studies - \$10,000

We believe that if selected, it would be advantageous to sit down and jointly refine the scope so as to ensure that the base budget provides a meaningful outcome. We also believe that additional work tasks could be leveraged into additional ROI from the work effort.

**Payment Terms.** Payment terms may be determined upon contract negotiation. Normal terms are one-half of the project fee upon project initiation, with the remaining due immediately due upon project completion. Net 10, 1.5%.

Ady Advantage reserves the right to prepare a revised proposal if the scope changes significantly from what is described in the Detailed Methodology section of this proposal. Ady Advantage shall provide a written proposal and will get approval from authorized staff before beginning any additional work.

Should the project be cancelled or progress postponed for more than 45 days, the client shall pay one-half of the estimated cost or actual costs for the work performed to date, whichever is higher.

**Other Terms and Conditions.** This proposal is subject to our standard General Terms and Conditions, a copy of which is available upon request. This estimate is valid for 30 days.

**Confidentiality.** This proposal is the confidential and proprietary information of Ady Advantage. Please disclose it only to individuals in your organization who need to know and inform them of its confidentiality. Do not disclose it to individuals outside of your organization without the prior permission of Ady Advantage.

## References



### WASHINGTON COUNTY, VIRGINIA

*To help aid future growth and diversify away from coal mining, Washington County needed to cut through the clutter and create a meaningful positioning for the community that spoke to site selectors and relocating/expanding businesses. In order to accomplish this, it would have to align county constituents and towns within the region, as well as determine how best to focus its limited marketing resources. It retained Ady Advantage and Phil Schneider to develop an economic development strategic action plan, new brand identity, and website to help focus and guide its efforts in today's uber-competitive economic development climate.*

#### **PROJECT EXAMPLE: Community Input and Alignment, Strategic Plan, Branding, Website, Collateral and Lead Generation Activities**

- Conducted market research and interviews with a broad range of leaders, managers, and employers across a broad range of industries.
- Facilitated roundtable discussions between county and town constituents to generate alignment and a shared vision.
- Distilled findings from primary and secondary research and created an economic development strategic plan that included the identification of target industries.
- Developed the following go-to-market activities: a new logo and brand that represents the strategic location of Washington County; a modern, easy to use website that speaks to site selectors and relocating/expanding companies; and a regional profile that puts everything a site selector looks for in one place.

#### **RESULTS TO DATE**

Washington County's successes have accelerated since partnering with Ady Advantage. It is more focused on the types of projects that are good fits, and more successful in the projects it pursues. The economic development strategy we crafted with them has resulted, in part, with new better alignment with regional partners, leveraging investments and creating regional successes.

#### **Reference**

Jason Berry  
Washington County, Virginia  
County Administrator  
276.525.1300  
[jberry@washcova.com](mailto:jberry@washcova.com)  
<http://www.washingtoncountyyva.com>

## References (continued)



### JOINT ECONOMIC DEVELOPMENT INITIATIVE OF SOUTHERN OHIO

*The Southern Ohio region consists of four geographically small but highly populated counties just south of Columbus, Ohio. Its historic claim to fame is a Department of Energy facility that for decades was the economic driver of the region but which is now being decommissioned. This regional group emerged to strategically build new bases of economic growth and vitality. Ady Advantage has worked with them from their initial target industry analyses, branding and website to ongoing recruitment programs.*

#### **PROJECT EXAMPLE: Target Industry Analysis, Marketing Plan, Branding, Website and Collateral**

- Five days in the region: one each per county plus one day providing a wrap-up presentation to multiple stakeholders.
- Evaluation of existing industries, as well as potential emerging and/or growth industries.
- Determine which industries would place the greatest value on the unique mix of assets in the region.
- Develop marketing materials to attract businesses in each target industry. This included regional profiles, target industry profiles and a website.

#### **RESULTS**

- In 2013, 103 jobs were created, as well as \$18,264,000 total investment.
- In 2014, 462 jobs were created and 1,326 jobs retained, as well as \$53,565,200 total investment.
- In 2015, 142 jobs were created and 195 jobs retained, as well as \$27,480,127 total investment.
- In 2016, Jobs Ohio's economic scorecard showed investment of over \$175 million since our work began in 2013.

#### **SPECIFIC EXAMPLES OF RELOCATIONS AND EXPANSIONS**

- Southland International Truck Center created 50 jobs, retained 14 jobs, invested \$12 million, and built a new 100,000 sf facility.
- Rural King created 160 jobs with the opening of a 930,000 sf warehouse and distribution center.
- Mako Finished Products is adding value to local company OSCO Industries, a gray iron foundry. Mako is the first new manufacturing company to open in Scioto County in ten years.
- Haverhill Chemicals was acquired by Altivia Petrochemical. With the renewed operation of the plant, Altivia will restore over 100 jobs in Southern Ohio.

#### **Reference**

Chris Manegold, CECD  
Economic Development Alliance of Southern Ohio  
Chief Executive Officer (retired)  
740.804.6092 m  
[www.choosesouthernohio.com](http://www.choosesouthernohio.com)



## References (continued)

### FORT WORTH HIGH-SPEED RAIL STATION AREA ANALYSIS – FORT WORTH, TEXAS

*In coordination with its public partners, the North Central Texas Council of Governments (NCTCOG) and its Regional Transportation Council have initiated the implementation of high-speed rail (HSR) between Fort Worth and Dallas with three stations. Gateway Planning was hired by the NCTCOG to study the most feasible and preferred location for the Fort Worth station, undertaken in line with the DFW Core Express Service (CES) and the Mobility 2040 Metropolitan Transportation Plan's one-seat ride.*

#### PROJECT SCOPE

- Market Analysis
- Land Use
- Project Management
- Planning P3 Opportunities
- Urban Design

#### RECOMMENDED STATION LOCATIONS

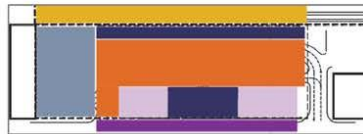
The station area options were identified through a process with staff using the potential rail alignments through the central core of Fort Worth. Based on the process documented in the final report, the recommended station location is the existing Intermodal Transportation Center (ITC) area in Downtown. Adding HSR service to downtown could also elevate the city in terms of its international economic development and innovation.

Additionally, the Gateway Planning Team built the analysis and assumptions in preparation for the final FRA Environmental Impact Study (EIS) currently underway as part of the greater Houston to Dallas HSR system. The analysis also included detailed recommendations for mobility on-demand services, autonomous vehicles, integrated transit systems, and related smart phone technologies.

The project was completed in August 2017 on time and on budget. Implementation depends on if the funding and viability for HSR through downtown Fort Worth comes to fruition.

#### Reference

Kevin Feldt  
NCTCOG  
[kfeldt@nctcog.org](mailto:kfeldt@nctcog.org)  
817.704.2529



## References (continued)

### D-O LRT TOD + VALUE CAPTURE PLAN – GO TRIANGLE, NORTH CAROLINA

Gateway Planning was hired in the fall of 2016 to work with GoTriangle in the planning of 18 future Durham- Orange Light Rail Transit (D-O LRT) Stations for the future LRT system linking UNC-Chapel Hill and Duke- Durham, including a value capture initiative to provide gap financing for the FTA Full Funding Agreement Process.

Additionally, an integrated and comprehensive affordable housing program is being developed for the light rail corridor as part of the project. Gateway Planning serves as the prime contractor undertaking the lead for the planning, economic analysis, urban design and station area engineering process. Gateway Planning also manages several subcontractors serving as data manager and deputy project manager.

#### PROJECT SCOPE

- Transportation and Land Use Planning
- Project Management
- Public Engagement
- Market Analysis
- Economic Feasibility



The project is ongoing and proceeding on time and on budget.

#### Reference

Patrick McDonough  
 Project Manager  
[pmcdonough@gotriangle.org](mailto:pmcdonough@gotriangle.org)  
 919.485.7455



## Team Members: Overview

### ADY ADVANTAGE

Ady Advantage has put together a team of professionals with diverse backgrounds in order to bring in-depth, specialized knowledge to the Town of Addison. All team members listed below will be actively engaged in this project.



**Janet Ady**, president and CEO of Ady Advantage, will serve as account supervisor. Janet is a strategy and economic development subject matter expert. She has led major initiatives for numerous regional programs across the United States and is a sought-after strategist, economic development consultant, and speaker.



**Phil Schneider**, site selection practice leader for Ady Advantage, will serve as expert consultant. Phil has over 30 years of management consulting experience developing strategy and solutions in the fields of global location, site selection, incentives negotiation, and economic development. Phil has led hundreds of site selection projects across industries and corporate functions. He spent seven years with Fantus Consulting, followed by 18 years at Deloitte Consulting where he was the Partner leading their global location strategy and site selection practice.



**Jason Vangalis**, strategic economic development project manager for Ady Advantage, will support the development of the placemaking plan. Jason brings experience in international business attraction and development. At Ady Advantage, he leverages his passion and experience to deliver consistent results, driving projects that create targeted solutions for communities and economic development organizations.



**Mark Knickelbine**, marketing project manager for Ady Advantage, will help incorporate marketing recommendations into the placemaking plan. Mark brings depth of experience in all forms of marketing and communications as well as a strong background in economic development, workforce development, and public policy.



**Ashley Scray**, research manager, will lead the research components of the project. Ashley is experienced in qualitative and quantitative research, and her areas of expertise include workforce/occupational analysis, economic base analysis, target industry identification, and related areas.



**Jordan Ackerman**, market research analyst, will conduct various types of research to support the project. Jordan is skilled at synthesizing primary and secondary data, and some of his recent projects include composing regional profiles and target industry sheets, performing stakeholder/employer interviews, and co-facilitating focus groups.

## Team Members: Overview (continued)



### GATEWAY PLANNING



**Scott Polikov**, founder and principal of Gateway Planning, will oversee all the urban design, placemaking and infrastructure strategies work. He is a town planner and development consultant who started his professional life with Patton Boggs, practicing law in Washington D.C. Returning to Texas, Scott was appointed as a board member of the region's transit authority, Capital Metro, and the MPO for the Greater Austin Region. Alarmed that the MPO's Long Range Transportation Plan ignored development patterns in a sustainable way, Scott changed careers and formed Gateway Planning Group.

**Brandon Palanker**, partner of Gateway Planning, will be the primary local contact for the project. He has over 12 years experience as Master Developer of mixed-use environments, bridging urban design, walkable infrastructure and real estate. While at Renaissance Downtowns, Brandon helped create, launch and manage the innovative "Crowdsourced Placemaking" public engagement platform, leading to significant entitlements in high-barrier to entry and NIMBY strong markets. His focus on "Place-Based Economic Development" creates the types of environments that attract talented workforces and employers.

**Brad Lonberger**, principal of Gateway Planning, focuses on regional planning, economic and environmental sustainability, mixed-use development, multifamily residential and green infrastructure. Brad joined Gateway Planning in 2010 from the Los Angeles office of an architecture and urban design firm headquartered in Washington D.C. He has worked on a variety of projects involving military-housing planning and affordable housing for workforce and senior living. He will support Scott's efforts to provide additional urban design and placemaking insight for the project.

**Kelsey Berry**, principal of Gateway Planning, has a passion for design and planning. Born and raised in Salt Lake City, Utah, she joined Gateway Planning in 2013 as a graduate student at the University of Texas at Arlington and quickly climbed to principal by 2016. She has worked with cities and local governments across the country leading downtown revitalization and highway infrastructure economic development analyses, as well as integrating extensive public engagement and community outreach efforts into the process. Her work has won awards in Texas and Arkansas. Kelsey will play an active role in town planning and urban design strategies.

## Team Members: Full Biographies



### **Janet Ady**

President and CEO  
608.663.9218 ext. 201  
[jady@adyadvantage.com](mailto:jady@adyadvantage.com)

#### **PROFESSIONAL EXPERIENCE**

Ady Advantage, President and CEO  
With Ady Advantage since: 2003  
Years in career prior to Ady Advantage:  
17 years

#### **MEMBERSHIPS/AFFILIATIONS**

Faculty Member, Heartland Economic Development Institute  
Author, *The Rural Economic Development Toolbox* (2014) and *The Economic Development Talent Toolbox* (2015)  
Regularly speaks and teaches on Economic Development business and marketing strategy  
Northeastern Economic Developers Association, Mid-America Economic Development Council, member

#### **EDUCATION**

J.L. Kellogg Graduate School of Management at Northwestern University, Evanston, IL; Masters in Management (M.B.A.)  
University of Illinois at Champaign-Urbana, B.S. in Business Administration

*Janet Ady is an experienced business strategy consultant, author, and speaker who focuses on helping both communities and companies meet their growth and diversification goals.*

As president of Ady Advantage, Janet has worked with over 400 economic development organizations and utilities throughout North America. She brings expertise in research, branding, and marketing to provide integrated solutions for initiatives ranging from target industry analyses and economic development websites to brownfield re-use and marketing programs and strategic planning.

Having special interest and expertise in rural economic development, economic development talent strategies, and agribusiness development, she has written books and articles on these topics and authors an industry-leading blog with thousands of readers.

Janet conducts a great deal of field work each year for both her economic development and corporate clients. Over her career, she has interviewed more than 3,000 business and technical decision-makers at a wide range of companies. Her knowledge of multiple industries allows her to provide value to individual businesses as well as communities and regions targeting specific sectors.

She brings an in-depth knowledge of the site selection process, especially in terms of understanding what factors are evaluated during each step along the decision-making process and how to optimally position places while developing compelling, differentiating messages.

On the corporate side, Janet consults with companies looking to grow, diversify, expand, and relocate. Services range from site selection to growth planning and business development strategy.

Team Members: Full Biographies (continued)



**Phil Schneider**

President, Schneider Consulting, LLC  
 Site Selection Practice Leader, Ady Advantage  
 630.841.2953  
[pschneider@adyadvantage.com](mailto:pschneider@adyadvantage.com)

**PROFESSIONAL EXPERIENCE**

President, Schneider Consulting  
 Director, Fantus Consulting: 7 years  
 Partner, Deloitte Consulting’s Strategy & Operations practice: 18 years  
 Over 30 years of management consulting experience in the fields of corporate global location strategy, site selection, incentives negotiation, and economic development strategy  
 President and Chairman of the Board, Site Selectors Guild

**EDUCATION**

Masters degrees from the University of Wisconsin

Phil Schneider has over 30 years of management consulting experience in the fields of corporate global location strategy, site selection, incentives negotiation, and economic development strategy. He has conducted nearly 400 engagements cutting across industries and corporate functions, from heavy manufacturing to high technology, headquarters, R&D, call centers, and shared services. For his corporate clients, Phil:

- Developed corporate location strategy and selection decision process.
- Screened and analyzed countries, states, and cities to identify locations meeting specific company and project criteria.
- Conducted field due diligence to inspect sites, labor markets, infrastructure, support services, living conditions, and other business conditions and costs.
- Developed the operating costs and business condition benchmarking models.
- Created negotiation strategy and led corporate negotiations for government incentives and real estate acquisition.

Some of Phil’s past corporate location clients include Allen-Bradley (Rockwell), American Express, Amgen, A-Mold Wheels, Andersen Window, Apple Computer, Armour Swift-Eckrich, Ashland Inc., Asten Johnson, Baker & McKenzie, Bank of America, Bank of New York, Barney’s of New York, Batesville Casket, Blue Cross Blue Shield, Bosch, Bridgestone, The Capital Group, Caterpillar, Cliffs Natural Resources, Concentrix Solar, Crown Equipment, Deloitte, Diebold, Elkhem Solar, The Gap, Genentech, Grainger, Hill-Rom, HP, Hyundai, Jo-Ann Stores, John Deere, Johnson & Johnson, Kellogg, Kennametal, Kmart, Kimberly-Clark, Lake Erie Screw, Land’s End, Mannesman, Mattel, McDonnell Douglas (Boeing), Meldisco Footwear, Metalpha, Michelin, Morgan Stanley, Mine Safety Appliances, Nestle, nVidia, Paypal, Peugeot, Pitney Bowes, Pittsburgh Glass Works, Potlatch, Pratt & Whitney, Q-Cells Solar, Raflatac, REC Silicon, REC Solar, Republic Steel, Soitec Semiconductor, Sherwin-Williams, SMA Solar, Spectrum Brands, Stryker, Synthes, Sun Life Financial, ThyssenKrupp, TriMas (Masco), and Toyota.

## Team Members: Full Biographies (continued)



### Jason Vangalis

Strategic Economic Development Project Manager

608.663.9218

[jvangalis@adyadvantage.com](mailto:jvangalis@adyadvantage.com)

#### PROFESSIONAL EXPERIENCE

Ady Advantage, Strategic Economic Development Project Manager

With Ady Advantage Since 2017

Wisconsin Economic Development Corp. (2015-2017)

Wisconsin Energy Conservation Corp. (2013-2015)

#### EDUCATION

Northwestern University, Masters of Arts in Public Policy and Administration

University of Wisconsin-Madison, Bachelor of Arts in Political Science and History

National Development Council, Economic Development Finance Professional (EDFP)

#### FOCUS

Economic Development

Business Development

Foreign Direct Investment

Site Selection

Public Policy

Risk Analysis

Project Management

*A tested and passionate economic development professional who brings experience in international business attraction and development.*

Jason is passionate about economic development and delivering successful outcomes for clients. At Ady, he leverages his passion and experience to deliver consistent results, driving projects that create targeted solutions for communities and economic development organizations.

Jason's experience in economic development includes working with international businesses and governments on large-scale attraction and expansion projects. While at the State of Wisconsin's lead economic development agency, he worked on over 100 different projects and programs, including the development and launch of a statewide talent development program in advanced manufacturing.

Jason's experience also includes working with the State of New York's energy authority on community development. He collaborated with New York's largest utility providers to drive successful customer retrofit projects.

Jason is a graduate of Northwestern University where he studied public policy and administration. Much of his research focused on public-private partnerships and the advantages that can be leveraged through collaboration.

## Team Members: Full Biographies (continued)



### **Mark Knickelbine**

Marketing Project Manager

608.663.9218 ext. 202

[mknickelbine@adyadvantage.com](mailto:mknickelbine@adyadvantage.com)

#### **PROFESSIONAL EXPERIENCE**

Ady Advantage, Marketing Projects Manager

With Ady Advantage since 2017

Years in career prior to Ady Advantage: 28 years

#### **EDUCATION**

University of Wisconsin-Madison

M.A. in English

University of Wisconsin-Madison

B.A. in Journalism

#### **FOCUS**

Marketing Strategic Development

Brand and Message Creation

Creative Campaign Development

*A seasoned marketing professional who understands economic development and how businesses decision makers think.*

Mark Knickelbine's 28 plus years of marketing communications experience have given him the chance to work in virtually every medium, from print to events, from direct mail to the web, and from news media contact to social media. Although he knows how to use many ways to communicate, Mark always begins from the same starting base: a thorough understanding of the target audience and how marketing strategies will get the kind of results our clients demand.

Immediately prior to joining the Ady Advantage team, Mark spent eight years as an economic development policy analyst in the Wisconsin Legislature. That experience acquainted him with the entire range of economic development initiatives: business attraction, retention and expansion, new business startups, site selection, angel and venture capital investing, business incentives at all levels of government, workforce development, and more. Mark crafted legislation designed to help small businesses thrive, attract business investment capital, and meet the workforce demands of next-generation manufacturers.

This unique combination of experience enables Mark to approach marketing strategy from an economic development perspective. He understands the opportunities and challenges that businesses, EDOs, and communities face, and the process corporate decision-makers follow as they determine how and where to grow their companies. This perspective enables Mark to craft marketing strategies, brands, and messages that move business leaders to act.

Mark's projects for Ady include community branding, strategic planning, site marketing, web and social media presence, and creative development of comprehensive multi-media campaigns.

## Team Members: Full Biographies (continued)



### **Ashley Scray**

Market Research Manager

608.663.9218 ext. 208

[ascray@adyadvantage.com](mailto:ascray@adyadvantage.com)

#### **PROFESSIONAL EXPERIENCE**

Ady Advantage, Senior Research Analyst (2016-2017)

Ady Advantage, Research Analyst (2015-2016)

With Ady Advantage since: 2015

Northwestern Mutual, Administrative Assistant (2013-2015)

Pioneer Metal Finishing, Accounting Intern (2009-2014)

#### **EDUCATION**

B.S. in Management with minors in Accounting and Spanish

University of Wisconsin – La Crosse

#### **FOCUS**

Primary market research

Secondary market research

Data analysis and reporting

*A tenacious and insightful researcher who knows how to analyze and mine qualitative and quantitative data in ways that support clients' marketing discovery, planning, and implementation.*

Ashley Scray has a passion for research and data. Her management education provides the knowledge and experience to analyze qualitative data, while her training in accounting helps her understand the quantitative aspect of research as well. Clients benefit from her organized, logical, research-based approach, as well as her ability to clearly communicate and lead teams toward their goals.

Ashley believes that all good marketing strategies include some sort of research, whether it be qualitative or quantitative, or both. As the lead researcher at Ady Advantage, she cultivates both popular and more obscure sources of data to support clients in marketing discovery, planning and implementation.

Some of her recent projects include target industry analyses, focus groups, end-user market research, content development for economic development websites, and research to help in the development of marketing materials, such as regional profiles and target industry sheets.

## Team Members: Full Biographies (continued)



### **Jordan Ackerman**

Research Analyst  
608.663.9218 ext. 206  
[jackerman@adyadvantage.com](mailto:jackerman@adyadvantage.com)

*An inquisitive researcher who knows how to evaluate and synthesize primary and secondary data to provide clients effective, sustainable solutions.*

#### **PROFESSIONAL EXPERIENCE**

Ady Advantage, Research Analyst  
With Ady Advantage since: 2017  
WPS Health Solutions, Customer Support Liaison (2015-2017)  
UW-M Libraries, Media and Reserve Assistant (2013-2015)

Jordan Ackerman has a passion for marketing and research. His marketing education provides the knowledge and background to analyze both primary and secondary market research to meet a clients needs. Ady Advantage's clients benefit from his ability to analyze information and leverage it towards finding solutions, as well as his attention to detail and ability to present raw data in an effective, meaningful manner.

#### **EDUCATION**

B.B.A in Marketing with a minor in Business Spanish  
University of Wisconsin – Milwaukee

Jordan believes that every problem, whether it be for a larger community or for a single manufacturer, should be viewed from every possible angle and perspective. As a researcher at Ady Advantage, he evaluates and synthesizes every data resource available to support clients in finding the best possible solution for growth and sustainability.

#### **FOCUS**

Quantitative and qualitative research  
Data analysis  
Synthesizing and reporting

Some of his recent projects include composing regional profiles and target industry sheets, performing stakeholder/employer interviews, and participating in focus groups.

## Team Members: Full Biographies (continued)



### Scott Polikov

Principal and Founder

[scott@gatewayplanning.com](mailto:scott@gatewayplanning.com)

#### MEMBERSHIPS/AFFILIATIONS

Served on National Boards for Congress for the New Urbanism and the Form-Based Codes Institute

Chaired TxDOT Urban Thoroughfares Committee (spearheaded Texas as first state for adopt ITE/CNU Manual for Walkable Urban Thoroughfares)

Council Member, Urban Land Institute Mixed-Use Development Council

#### EDUCATION

M.S., Community & Regional Planning

J.D. with Honors, The University of Texas  
B.B.A., Finance with High Honors, UT Austin

Urban Retail Planning for Towns + Commercial Centers

#### KEY PROJECTS

D-O LRT TOD/Value Capture Plan

Dallas CityMAP - Dallas, Texas

Downtown Owensboro Plan + Code

CityLine/State Farm Mixed-Use TOD

Trinity Lakes TOD Plan, Code + TIF

Mountain View TOD, Riverton, UT

President of Gateway Planning, Scott Polikov is a national leader in harnessing the Economics of Place. Now a town planner, Scott started his professional life with [Patton Boggs](#), practicing law in Washington, D.C. Returning to Texas, Scott was appointed by the City of Austin to serve on the Capital Metro Transportation Board and represented the transit authority on the Metropolitan Planning Organization (CAMPO) Board. Alarmed that CAMPO's Long Range Transportation plan ignored development patterns in a sustainable way, Scott changed careers and established Gateway Planning to focus on walkable mixed-use places and the economics to create them.

Fifteen years later, Scott was selected to the College of Fellows of the American Institute of Certified Planners ([FAICP](#)) for his contribution to the planning profession by instilling the public interest into his private work, and a focus on development implementation in his public work.

Totalling more than \$5 Billion in constructed neighborhoods and \$3 Billion in context sensitive infrastructure, Gateway Planning's notable work includes leading the urban design analysis for Dallas CityMap—a 50-year plan for the reinvention of Dallas' urban highway corridors, as well as the redevelopment plans and FBC's for many historic downtowns such as Owensboro, Kentucky, Rogers, Arkansas and downtown McKinney, Texas, which Money Magazine underscored as the primary reason it named McKinney *Number 1 Best Places to Live in America in 2014*.

In addition, Gateway Planning led the form-based planning and rezoning of the Bush Station Area on the DART Light Rail Line in Richardson, Texas, setting the stage for the 5-million square foot mixed-use *CityLine* Development anchored by the new State Farm Headquarters. Along with team member Psomas, Gateway Planning led the planning and zoning in Riverton City, Utah for the 700-acre Mountain View Village TOD owned by Suburban Land Reserve (LDS Church) on the future extension of the TRAX light rail system south of Daybreak. Also, Gateway Planning led the birth of Heritage Creekside in Plano, Texas, a 130-acre mixed use corporate village for the Rosewood Property Company.

## Team Members: Full Biographies (continued)



### **Brandon Palanker**

Principal 3BL Strategies & GP Development

[brandon@gatewayplanning.com](mailto:brandon@gatewayplanning.com)

#### **MEMBERSHIPS/AFFILIATIONS**

Board Member, Stony Brook Real Estate Institute

Board Member, National Form Based-Codes Institute

Council Member, Urban Land Institute Mixed-Use Council

Center for Leadership, ULI-North Texas Class of 2018

#### **EDUCATION**

B.A. in Government, Pomona College

#### **KEY PROJECTS**

D-O LRT TOD/Value Capture Plan

Fort Worth HSR Station Area Planning

City of New Rochelle – Master Developer (Renaissance Downtowns)

Hempstead Village – Master Developer (Renaissance Downtowns)

Co-Creator – “Crowdsourced Placemaking” engagement platform

Brandon is a downtown and suburban revitalization strategist and developer of walkable, mixed-use environments. As a key member in the launch of Renaissance Downtowns, the northeast’s branded leader in the redevelopment of urban-suburban transit oriented downtowns, Brandon was co-creator of the company’s Unified Development Approach™ and innovative Crowdsourced Placemaking program.

During his tenure at Renaissance Downtowns, Brandon led new business development, public affairs and community engagement. He was instrumental in garnering community support and municipal entitlements for over \$10 billion of mixed-use development, representing over 10,000 residential units and nearly 20 million square feet of development potential. These successes occurred in some of the nation’s highest barrier to entry and NIMBY markets, demonstrating the potential for comprehensive public engagement based upon the ideals of social, environmental and economic responsibility (the Triple Bottom Line).

In 2015, Brandon formed 3BL Strategies to further his mission of catalyzing Triple Bottom Line revitalization for communities and regions across the country. 3BL integrates local placemaking and land use with regional infrastructure, transportation and public policy. This cross-silo approach supports the implementation of local and regional placemaking and development strategies that improve quality of life through improved quality of place, spurring job creation and sustainable economic development.

In January, 2017, Brandon moved to Dallas, TX to join forces with Scott Polkov of Gateway Planning Group to form a new real estate development entity, GP Development. This platform leverages Brandon’s experience as a Master Developer of walkable urban-suburban downtowns with Gateway’s proven ability to unleash economic and social value through integrating urban design, town planning, infrastructure and public-private financing strategies.

## Team Members: Full Biographies (continued)



### **Brad Lonberger, LEED AP, CNU-A**

Principal, Urban Design

[brad@gatewayplanning.com](mailto:brad@gatewayplanning.com)

#### **MEMBERSHIPS/AFFILIATIONS**

Board Member, National Town Builders Association

Brad is a Principal with Gateway Planning Group, a town design firm focused on value-creation and driving development through market-based design and implementation strategies. He focuses on regional planning, economic and environmental sustainability, mixed-use development, multi-family residential and green infrastructure.

#### **EDUCATION**

M.ARCH, Architecture & Urban Design,  
Univ. of Miami B.ARCH, Architecture,  
Univ. of Miami, Coral Gables, FL

Brad joined Gateway Planning in 2010 from the Los Angeles office of an architecture and urban design firm headquartered in Washington, D.C. With this firm he managed various digital modeling productions within the Los Angeles office, including projects in Leander and Round Rock, Texas, Ventura, California and Honolulu, Hawaii. He has worked on a variety of projects involving military-housing planning and affordable housing for workforce and senior living.

#### **KEY PROJECTS**

D-O LRT TOD/Value Capture Plan  
Fort Worth HSR Station Area Planning  
Metroplan Central Arkansas Initiative  
Downtown Rogers AR Plan + Code  
Trinity Lakes TOD Plan, Code +

Brad received his Bachelor of Architecture and Master of Architecture in Urban Design from the University of Miami, Coral Gables, FL

## Team Members: Full Biographies (continued)



### **Kelsey Berry**

Principal

[kelsey@gatewayplanning.com](mailto:kelsey@gatewayplanning.com)

#### **EDUCATION**

Master of City and Regional Planning,  
Arlington, TX B of A., Journalism

#### **KEY PROJECTS**

D-O LRT TOD/Value Capture Plan  
Sachse - Comprehensive Plan  
CityLine/State Farm Mixed-Use TOD  
Mountain View TOD, Riverton, UT  
Fort Worth HSR Station Area Planning

Kelsey has a passion for design and planning. She has a Master's in City and Regional Planning from the University of Texas at Arlington with a focus in Urban and Suburban Design, and Kelsey is able to apply a wide range of talents to projects.

Her education in Journalism, English and Mass Communication from the University of Iowa also provides a foundation for community interaction and project delivery.

She has worked extensively with cities and local governments and produced award-winning planning work through school. Kelsey is self-taught in several design programs and is currently a member of the American Planning Association

## Description of Legal Entity

### LEGAL ENTITY

Voltedge, Inc. dba Ady Advantage

- Founded in 2013
- S-Corporation owned 100% by Janet Ady
- Number of Employees: 9
- No prior or pending litigation or lawsuits

Ady Advantage will contract directly with the city and will serve as the main point of contact on this project. Its subcontractors will enter into agreements directly with Ady Advantage using Ady Advantage's standard Subcontractor Agreement.

United States of America  
State of Wisconsin  
DEPARTMENT OF FINANCIAL INSTITUTIONS  
Division of Corporate & Consumer Services



To All to Whom These Presents Shall Come, Greeting:

I, Mary Ann McCoshen, Administrator of the Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that

**VOLTEDGE, INC.**

is a domestic corporation or a domestic limited liability company organized under the laws of this state and that its date of incorporation or organization is December 12, 2003.

I further certify that said corporation or limited liability company has, within its most recently completed report year, filed an annual report required under ss. 180.1622, 180.1921, 181.1622 or 183.0120 Wis. Stats., and that it has not filed articles of dissolution.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department on September 07, 2017.

MARY ANN MCCOSHEN, Administrator  
Division of Corporate and Consumer Services  
Department of Financial Institutions

DFI/Corp/33

**To validate the authenticity of this certificate**

Visit this web address: <http://www.wdfi.org/apps/ccs/verify/>  
Enter this code: **206483-B9C02375**

# Conflict of Interest Questionnaire

**CONFLICT OF INTEREST**

Ady Advantage has no conflict of interest. The Questionnaire Form CIQ is not applicable.

## Scope Addendum – 12/15/17



Town of Addison, TX  
Proposed Addendum to RFP# 18-04  
December 15, 2017

Mr. Wil Newcomer  
Purchasing Manager  
Mr. Orlando Campos  
Director of Economic Development and Tourism

### PROPOSED REVISIONS TO ECONOMIC DEVELOPMENT STRATEGIC PLANNING CONSULTING SERVICES PROPOSAL

Objective: The Town of Addison is interested in having more outreach components while staying within the constraints of the existing budget.

#### Proposed Solution:

1. Delete the current Step 2 which was a half-day on-site visit with Town staff with three of our team members.
2. Shift the consulting time allocated for Step 2 and reallocate it to Step 4, the on-site visit. Specifically, have one or two team members visit with the Town staff and use the remaining additional one-man day on-site to capture additional input from residents, business owners, and/or visitors. This could be through interviews, focus groups, and/or stakeholder meetings, depending on the number and composition of people you would like us to reach.
3. Shift the travel we had budgeted for Step 2 and reallocate it into Step 6, allowing us to do the initial report-out in person. This will also allow us to have another touchpoint with stakeholders as we share initial findings and capture additional input from them as part of the initial report out.
4. Add in two additional elements to capture community input: an online survey and poster boards at public locations.
  - a. The online survey would allow people who live, work, and/or visit Addison to provide their input.
  - b. Large poster boards with key questions noted, and markers so that people can share their thoughts. These would both be launched right after the project initiation and stay open through Week 8. That will allow us to analyze the input and share this as part of our Initial report out which takes place during Step 6 in Week 12.

Also note that we offer a great deal of flexibility in how our time on the ground is spent during the on-site visit in Step 4. This is not a change from the original proposal, as this is noted on page 13 directly above the sample itinerary. We could do additional focus groups in place of interviews, for example, or vice-versa, in order to best accommodate the number and composition of people you would like involved in this process.

#### Outcomes:

- Additional opportunities to gain input from local stakeholders:
  - One additional man-day on-site during Step 4
  - Shifting the initial report out in Step 6 into an in-person presentation to again capture additional input from stakeholders at the same time
  - An online survey
  - Poster boards to capture input from people visiting public spaces
- No loss in timeline or scope, and no impact on overall budget

#### Requested support from the Town of Addison

- Distribution and promotion of the survey link (perhaps also to include a standing page on the Town's website)
- Distribution and collection of the poster boards

Sincerely,

President

**Work Session and Regular Meeting**

Meeting Date: 01/23/2018

Department: Council

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**AGENDA CAPTION:**

Present and Discuss Appointments to Upcoming Special Project Committees and Consider Action on a Resolution for Appointments to the Parks Master Plan Special Project Committee and a Resolution for Appointments to the Addison Circle/Cotton Belt Special Area Study Special Project Committee.

**BACKGROUND:**

At the January 9, 2018, Council meeting, Staff reviewed 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 various committees. The Council discussed various public committee processes and procedures, and ultimately directed staff to provide a summary of the scope of work for the following planning and visioning processes. Staff has attached the summaries for the following projects:

- Addison Circle/Cotton Belt Special Area Study
- Economic Development Strategic Plan
- Parks Master Plan
- Belt Line Road Landscape Master Plan

Council also discussed that these committees would consist of two (2) appointees per Council Member, for a total of 14 members.

Should Council desire to take action, the attached resolutions allow for Council to appoint members to the Parks Master Plan and Addison Circle/Cotton Belt Special Area Study Special Project Committees during this meeting.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Resolution - Parks Master Plan Special Project Committee Appointments

Resolution - Addison Circle/Cotton Belt Special Area Study Committee Appointments

Report - DART Area Focus Group Member Responses for Addison Circle/Cotton Belt Special Area Study Committee Interest

## Overview - Special Project Committees

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**TOWN OF ADDISON, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS CREATING THE PARKS MASTER PLAN ADVISORY COMMITTEE AND APPOINTING MEMBERS.**

**WHEREAS**, in December 2017, the City Council Town of Addison approved a contract to update the Town’s Parks, Recreation and Open Space Master Plan; and

**WHEREAS**, in an effort to stimulate public participation, the City Council desires to create a committee to provide input to the consultants retained to update the Parks, Recreation and Open Space Master Plan.

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

**Section 1.** The City Council hereby creates the Parks Master Plan Advisory Committee to provide input regarding the Parks, Recreation and Open Space Master Plan. The committee will be comprised of the following individuals:

**Section 2.** The Committee shall be advisory in nature and shall be dissolved upon adoption of the Parks Master Plan.

**Section 3.** This resolution shall be effective from and after the date of passage.

**DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS**, this the 23<sup>rd</sup> day of January, 2018.

\_\_\_\_\_  
Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Christie Wilson, Interim City Secretary

\_\_\_\_\_  
Brenda N. McDonald, City Attorney

**TOWN OF ADDISON, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS CREATING THE ADDISON CIRCLE/COTTON BELT SPECIAL AREA STUDY COMMITTEE AND APPOINTING MEMBERS.**

**WHEREAS**, in November 2017, the City Council Town of Addison approved a contract to conduct a Special Area Study of the Addison Circle neighborhood, including the properties adjacent to the Cotton Belt rail line; and

**WHEREAS**, in an effort to stimulate public participation, the City Council desires to create a committee to provide input to the consultants retained to conduct the special area study.

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

**Section 1.** The City Council hereby creates the Addison Circle/Cotton Belt Special Area Study Committee to provide input regarding the Addison Circle/Cotton Belt study area. The committee will be comprised of the following individuals:

**Section 2.** The Committee shall be advisory in nature and shall be dissolved upon adoption of the Addison Circle/Cotton Belt Special Area Study.

**Section 3.** This resolution shall be effective from and after the date of passage.

**DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS**, this the 23<sup>rd</sup> day of January, 2018.

\_\_\_\_\_  
Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Christie Wilson, Interim City Secretary

\_\_\_\_\_  
Brenda N. McDonald, City Attorney

DART Cotton Belt Area Focus Group Addison Appointees			Addison Circle/Cotton Belt Special Area Study Committee?			
Name	Appointed By	Resident/Business	Yes	No	No Response	Comment
Liesl Mayerson	Angell	Resident			X	
Taylor Bowen	Angell	AMLI Residential	X			
Mary Jo Cater	Arfsten	Resident	X			
Gage Hunt	Arfsten	Mary Kay Inc.	X			
Lesli Gray	Duffy	Resident	X			
Shannon Sear	Duffy	Resident/Post Addison Circle			X	
Margie Gunther	Hughes	Resident	X			
Jan Rugg	Hughes	Addison Business Association		X		
Luis Santeliz	Meier	Resident	X			
Juli Branson	Meier	Resident	X			
Nancy Craig	Walden	Resident	X			Out 2/17-3/10
Peggy Ploss	Walden	Resident	X			
Gail Barth	Wilcox	Resident	X			
Lola Hurt	Wilcox	Resident			X	



## ADDISON CIRCLE/COTTON BELT SPECIAL AREA STUDY

On November 28, 2017, the City Council approved a professional services agreement with Kimley-Horn and Associates, Inc. to complete the Special Area Study for the Addison Circle Area including the properties along the Cotton Belt Corridor.

The project would consist of five phases:

**Phase I - Project Management / Stakeholder and Public Engagement** - This anticipates general project management as well as community engagement through property owner interviews, two community meetings and three meetings with an advisory committee.

**Phase II - Strategic Assessment** - In this phase, the consultant team would gather and review pertinent data, research existing conditions and conduct a market analysis.

**Phase III - Development Alternatives** - This task involves working with the project committee to develop and analyze two alternatives for the study area.

**Phase IV - Preferred Development Plan** - This task involves forming a preferred development plan based on input received about the alternatives and preparing an implementation strategy.

**Phase V - Study Completion** - This phase includes development of a final report for adoption by the Town.

Since execution of the contract, staff has been working with the consultant to finalize a project schedule, conduct site visits, and to begin reviewing pertinent background information regarding the study area as anticipated in Phases I and II. The next step of the process will be to seek public input in various forms to help develop the plan. Once the next phases begin, it is anticipated to take approximately five months to complete the process. The public input process for this study will consist of three elements:

### Stakeholder Interviews

Staff will identify stakeholders within the study area for the consultant to meet with in small groups. These stakeholders will include business and property owners within the study area as well as Addison Circle resident representatives pulled from the various HOAs and neighborhood associations. The scope anticipates four small group meetings. These would be conducted early in the process to gain initial thoughts, opinions and concerns before any plan is crafted.

### Special Project Committee

The scope anticipates three meetings with a Special Project Committee. This committee would work with staff and the consultant team to:

- Review pertinent background information
- Consider comments gathered from other public input opportunities
- Craft high level goals for the study area
- Discuss appropriate uses
- Identify how to tie the study area into Addison Circle
- Review development alternatives
- Decide on a preferred conceptual plan for future development

### **Community Meetings**

As part of Phase I, there would be two community meetings that would be advertised to all businesses and residents in Addison. The first community meeting would be held at the beginning of the process to share initial findings and gather ideas to be considered through the study process. A second meeting would be held later in the process to review the study findings before they are presented to Council for adoption.

### **Project Committee Composition**

Town staff would like to include representation from the following groups on the project committee: a mixture of members with development experience such as engineering, architecture and real estate, property owners and business owners from within and around the study area, as well as representatives from the residential community.

## **ECONOMIC DEVELOPMENT STRATEGIC PLAN**

On January 23 Town staff will recommend to City Council the hiring of Ady Advantage/Gateway Planning to prepare the community's new Economic Development Strategic Plan. Once the agreement is approved, staff will begin working with the consulting group on the development of the plan. Critical to its success will be input from City Council, key stakeholders, local businesses and residents. The plan's 13-step process will take approximately six months to complete.

The development of the plan will include a three-phase approach highlighted as follows:

- 1) **Phase I: Discover (7-step process taking 12 weeks to complete):** This phase includes project initiation and information gathering to assess the local market. This phase will involve the major portion of public input which will include the following:
  - a. One on one interviews will be conducted with key stakeholders including City Council, the Special Project Committee, local educational institutions, chamber representatives, tourism representatives, community development representatives and business associations to better understand key opportunities/challenges for Addison and the region and to gain input on key topics and priorities.
  - b. Key Business Interviews: Large and representative employers in Addison will be interviewed to understand the current strengths and weaknesses of the Addison talent market and to gauge their input on the local business environment overall. This will assist the consultant with their talent-led cluster analysis, and assess the community's image and reputation in the region.
  - c. Residents and employees (young professionals who live or work in Addison) will be surveyed to gain their input on Addison as a place to live, work and recreate to determine their priorities for quality of place. The goal of this survey will be to understand current perceptions of the town/region, uncover challenges and get a sense of the strongest assets from both an economic development and placemaking perspective that Addison offers.

In addition to the interviews and online survey, large poster boards and markers with key questions noted will be placed in public gathering areas such as the athletic club so residents can share their thoughts. These would be placed right after the project initiation and stay open

through Week 8. This will allow the consultant to gather further input and analyze the information provided.

- 2) **Phase II: *Distill (4-step process taking 7 weeks to complete)***: During this process the consulting team will evaluate the information gathered in Phase I to determine the most important costs/conditions for each recommended industry cluster as well as the region's competitive set for each industry. Stakeholders, the public and the Special Project Committee will be lead through a workshop where asset maps and case studies will be presented to create several viable futures. The work session will be a visioning and goal-setting process for the community related to economic development, but will also take into account workforce development, community development, and tourism, as they relate to economic development. Based on input received after the visioning and goals work session, the consultant will determine what is needed to get Addison best positioned to attract the end users, and talent and diversity of business sectors.
- 3) **Phase III: *Do (2-step process taking 6 weeks to complete)***: This step begins the culmination of the project completion. During this phase, the consultant will develop a framework and strategic recommendations for the community based on research findings that will best accomplish the community's goals and visions. The framework will build off the 2010 strategic plan and adjust and evolve based on the findings from this project. High level strategic recommendations will be made in the following areas:
  - a. **Organizational**: Recommended beneficial initiatives and partnerships to help meet goals.
  - b. **Business Retention/Expansion and Recruitment**: Recommended strategies to attract and retain businesses, especially those within the identified target clusters.
  - c. **Talent**: Recommended strategies to attract talent and a strong labor force for companies.
  - d. **Placemaking**: Strategies to create the types of neighborhoods and communities that attract employees and employers. This piece will include recommendations on growing Addison's restaurant sector. It will also include recommended strategies to align current and future infrastructure needs with the placemaking strategy, bridging both physical design to promote vibrant, walkable and connected places in addition to potential financing mechanisms by which to implement such efforts.

The final plan will be presented to the public, the Special Project Committee, and the City Council.

### **Stakeholder Interviews**

In conjunction with the consultant, staff will identify stakeholders in the community for the consultant to meet with in small groups. These stakeholders will include representative businesses, residents, and economic development allies. The number of meetings and scope of the interviews will be identified once the consultant is formally put under contract and the process is refined. This will be one of the initial items to be addressed during the launch of the study. Stakeholder interviews would be conducted during the initial phase of the study as part of the Discovery Phase.

### **Special Project Committee**

The scope anticipates three meetings with a Special Project Committee during each of the phases of the study. This committee would work with staff and the consultant team to:

- Review pertinent background information.
- Consider comments gathered from other public input opportunities.

- Discuss visions and goals identified by the consulting firm.
- Provide qualitative input to the consultants.
- Review preliminary plans developed.
- Make recommendations prior to the study's final delivery.

### **Community Meetings**

There would be one community meeting during the second phase of the study following the local market assessment to present the findings of the Discovery Phase. Input will be sought by the public to refine the visioning and goals-setting of the study by the consultants during the community meeting. In addition to the public meeting, large poster boards and markers with key questions noted will be placed in public gathering areas such as the athletic club so people can share their thoughts and ideas. The final meeting to present the study to the city council will also be open to the public.

### **Project Committee Composition**

Town staff would like to include representation from the following groups on the project committee: volunteers who represent the City Council, large and small local businesses, and residents from the community who have a strong business background. An emphasis should be placed on seeking a diverse group of individuals and young professionals who may be entrepreneurs or creative-type individuals.

## **PARKS MASTER PLAN OVERVIEW**

### **Project Collaboration and Guidance**

A strong, implementable Master Plan requires teamwork and collaboration to help shape the process and ensure the plan reflects community priorities and needs. MIG will work with two key advisory groups to ensure that technical expertise and community knowledge are integrated throughout the planning process:

- The Project Leadership Team (PLT) will be comprised of key City staff who will kick off the project and meet during each phase to provide internal direction and guidance. This will include key leaders from the Parks & Recreation Department, plus staff from Marketing & Communications, Events, Economic Development & Tourism, Conference & Theater Center, Infrastructure & Development Services, Finance and Fire as needed. These four meetings are anticipated to be 1-to 2-hour work sessions typically held on the same day as PAC meetings.
- The Project Committee will provide overarching direction for the project and review documents to ensure accuracy and consistency with community and city needs. MIG will facilitate four project committee meetings, with the first beginning a few weeks after the group is appointed. The project committee is anticipated to include primarily Council appointed business and community leaders, as well as representatives of the community and a variety of interest groups.

Project Committee Meeting #1: Orientation and SWOT  
MIG will facilitate a discussion with the Project Advisory Committee on the unique identity of Addison and the strengths, weaknesses, opportunities, and threats (SWOT) for Addison's park and recreation system. MIG will create an agenda, define committee

roles and responsibilities and, following the meeting, prepare a brief summary of the discussion.

Project Committee Meeting #2: Plan Development Work Session

MIG will facilitate a special 2.5- to 3-hour workshop with the PAC to discuss strategies and alternatives for addressing the community’s vision and needs using available resources. MIG will create an agenda, design a meeting activity, and following the meeting, prepare a brief summary of the discussion.

Project Committee Meeting #3 & Community Prioritization Workshop

Recognizing the costs associate with capital projects, MIG will host a large community workshop for 60-75 people to involve residents in making decisions about priority projects, programs and service, funding sources to consider, and the level of service to provide based on supported financial investments. The community workshop will involve PAC members in hosting and facilitating small group discussions. It may take advantage of high tech tools, such as Turning Point meeting polling equipment. MIG will facilitate the workshop, and develop materials, an online forum and data input tool so that City staff can involve more residents in identifying priorities for the Master Plan. As an optional task (OPT 1), this workshop could include a companion online prioritization exercise to broaden feedback and solicit comments from people who cannot attend the workshop.

Project Committee Meeting #4: Draft Plan Review

MIG will present the Public Draft Plan at a PAC Meeting #4 for review, discussion and potentially a recommendation to Council for adoption.

**Council Involvement**

One-on-one interviews will be held early in the planning process with key decision makers to identify opportunities and issues for the Master Plan to address. Six to eight 45-minute interviews may include key City Council members, the City Manager, key business partners or other decision makers that have substantial influence in Addison. MIG will provide an interview tool, allow one day of time for back-to-back interviews and summarize key themes to provide direction for the planning process.

**Public Engagement Opportunities**

Throughout the project, there will be multiple opportunities for public engagement:

Mapita Digital Questionnaire

MIG will collect place-based data through Mapita, an online questionnaire and interactive mapping forum that allows Addison residents, employees and visitors to provide specific input regarding their recreation preferences and needs.

Intercept Activities

MIG will design 3-4 interactive display boards (bilingual if desired) that can be set up at existing community festivals and events, at recreation facilities, and in high-traffic locations to collect feedback about park and recreation priorities and preferences. As a “pop-up activity” that can show up anywhere, the display boards collect information while also serving as small, attractive billboards for Mapita strategically placed around the community. As an added value, MIG will

reduce the display board content to a distributable, downloadable 8.5" x 11" meeting/coffee klatch packet that can be self-administered by local service groups, neighborhood associations, clubs and interest groups who would like to be involved in the planning process.

#### Community Prioritization Workshop

Recognizing the costs associate with capital projects, MIG will host a large community workshop for 60-75 people to involve residents in making decisions about priority projects, programs and service, funding sources to consider, and the level of service to provide based on supported financial investments. The community workshop will involve project committee members in hosting and assisting in small group discussions. It may take advantage of high tech tools, such as Turning Point meeting polling equipment. MIG will facilitate the workshop, and develop materials, an online forum and data input tool so that City staff can involve more residents in identifying priorities for the Master Plan.

#### **Project Committee Composition**

Town staff would like to include representation from the following groups on the project committee: an Addison Circle business; an ownership group from the Quorum Business District; an Addison based corporate business; a resident with a focus on Fitness/Recreation; a resident with an Environmental focus; an active adults; a resident with a young family; a resident from Vitruvian District; a resident from Addison Circle; and, an individual with a focus on social events.

## **BELT LINE ROAD LANDSCAPE MASTER PLAN**

#### **Project Collaboration and Guidance**

Pacheco Koch will work with a project committee to ensure that stakeholders are informed and have had opportunity to share concerns and direct the consultants in what items are important to them.

**Project Committee** is anticipated to be involved in the following ways:

- Meet three times over the coming three months to provide direction and advise on the development of landscape improvement options that can be shown to the public.
  - **Project Committee Meeting 1, Establishing Project Parameters:** The project committee will meet with the consultant team to review the opportunities and constraints of the corridor and give advice on priorities, key considerations and other issues related to the project.
    - Following this meeting, the Consultants will prepare data that can be presented at a **public meeting #1** showing the public these same opportunities and constraints, gathering input and priorities from the public.
  - **Project Committee Meeting 2, Concept Alternatives:** The project committee will meet with the consultant team to review a series of images, sketches, and diagrams that will guide the direction of the design options produced. The project committee will give direction on preferred options shown that they feel best represents the community and accomplishes the project goals.
    - Following this meeting, the Consultants will prepare data that can be presented at a **public meeting #2** showing the direction the design is moving and gather feedback.

- **Project Committee Meeting 3, Multiple Options:** The project committee will meet with the consultant team to see basic, enhanced, and long-range vision options for the design taken from their input in the first two project committee meetings. Any final input will be incorporated.
  - Following this meeting, the Consultants will prepare data that can be presented at a **public meeting #3** showing the results of the design effort. This same data produced can be used in a web-based survey, flyer, presentation boards or other forms of Public Notification.

### **Public Engagement Opportunities**

- In addition to the proposed three public meetings described above, we anticipate up to three other ad-hoc meetings where the Project Committee, City Staff and Consultants may meet with key business owners or land owners that heavily impact or are impacted by the proposed design solutions.
- The Consultants will prepare the graphics and cost estimates that are to be used in Project Committee and Public Meeting #3 in such a way that they can be installed into an interactive web-based comment and preference interface for the public.

### **Project Committee Composition**

Town staff would like to include representation from the following groups on the project committee: an ADA representative; a regular DART user; a representative of Asbury Circle; 2 property owners/managers; and, 5 residents.

**Work Session and Regular Meeting****Meeting Date:** 01/23/2018**Department:** City Manager**Pillars:** Gold Standard in Public Safety**Milestones:** Maximize use of cutting edge technology to enhance public safety

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**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.

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**Work Session and Regular Meeting****Meeting Date:** 01/23/2018**Department:** City Manager**Pillars:** Gold Standard for Financial Health**Milestones:** Review town ordinances and regulations with a focus on modernization in order to facilitate redevelopment

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**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.

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## **Attachments**

Report - 4th Quarter Financials

Report - 4th Quarter Investment

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Department of Finance  
*Quarterly Review*

*For the Period Ended September 30, 2017*

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*Town of Addison*



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## 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**

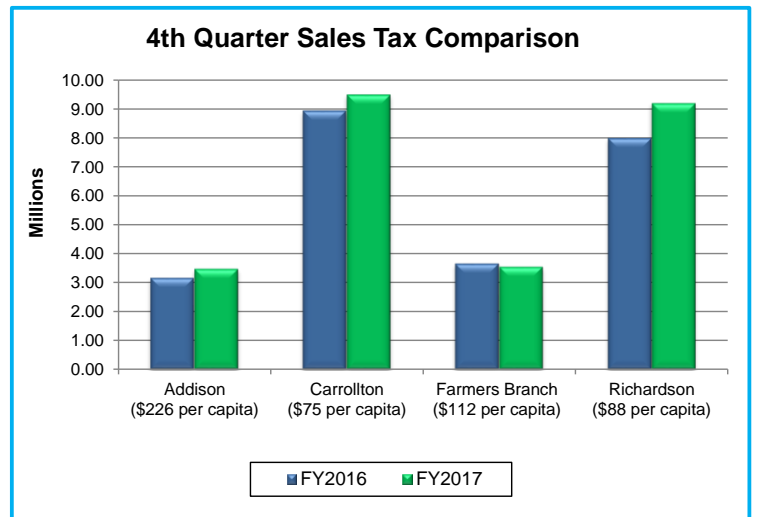
**Personnel Information:**

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
<b>Grand Total</b>	<b>2</b>	<b>9</b>	<b>11</b>	<b>43</b>

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
<b>Grand Total</b>	<b>2</b>	<b>9</b>	<b>11</b>	<b>32</b>

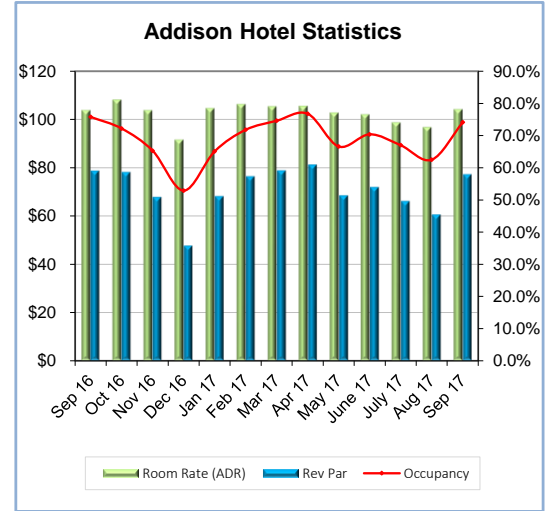
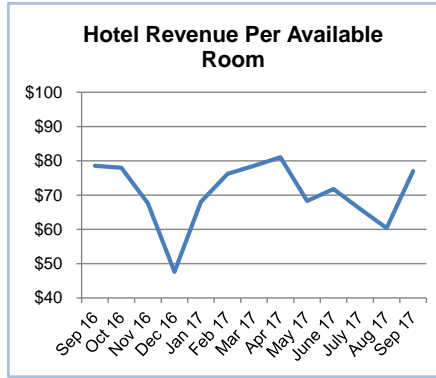
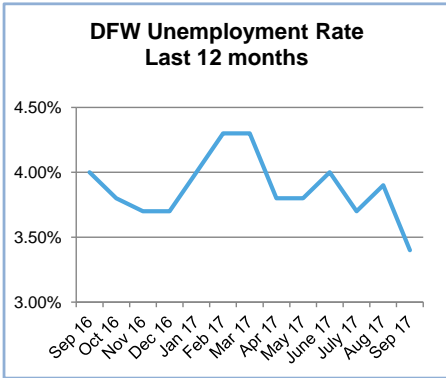
**Economic Development Incentives:**

Executed Agreements	Amount Paid FY17	Total Incentives Committed
4	\$412,317	\$571,000



# Executive Dashboard - 4th Quarter, 2017 Fiscal Year

## Economic Indicators



#### Occupancy Indicators:

Office Occupancy = 83.9%

Retail Occupancy = 92.4%

#### Hotel Indicators

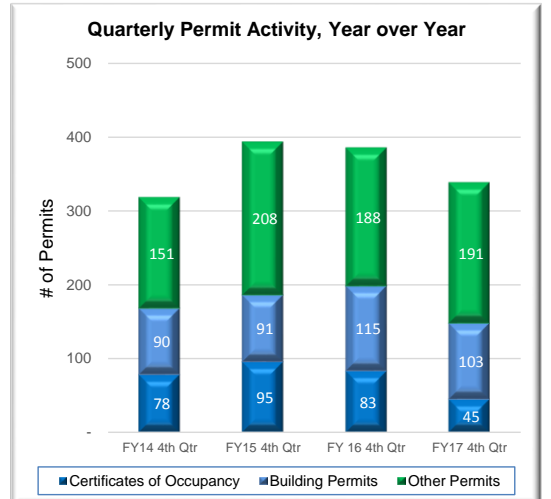
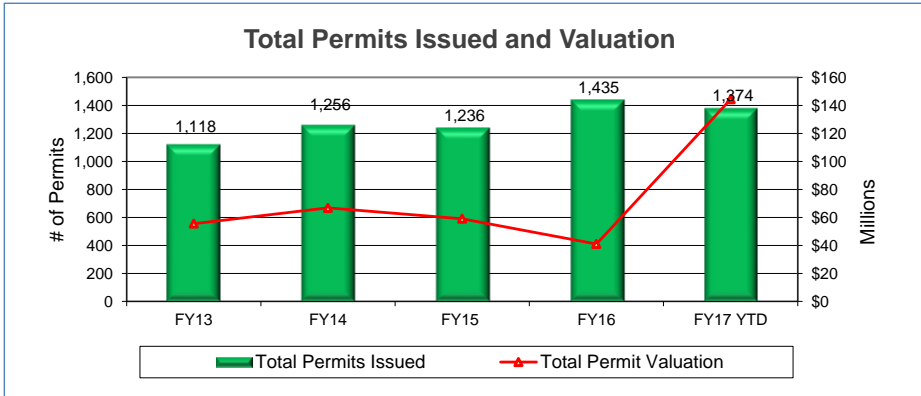
Hotel Occupancy = 67.9%

RevPar = \$67.79



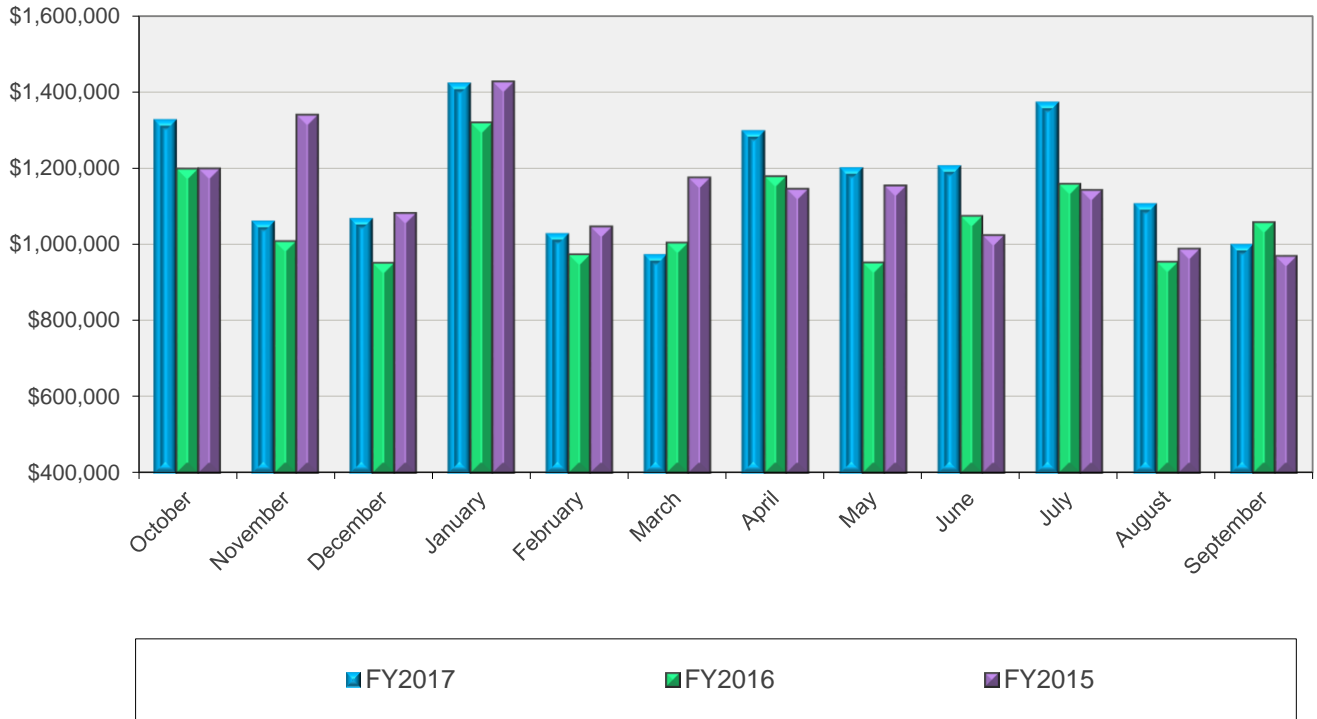
Source: CoStar (compares to prior year)

Source: STR Report (compares to prior year)



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, 2018**

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 incorrectly budgeted in fiscal year 2017. 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 incorrectly 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
<b>Revenues:</b>					
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)
<b>Total Revenues</b>	<b>34,157,013</b>	<b>38,916,324</b>	<b>5,586,772</b>	<b>39,806,527</b>	<b>102.3%</b>

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
<b>Expenditures:</b>					
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%
<b>Total Expenditures</b>	<b>32,868,077</b>	<b>38,721,917</b>	<b>11,381,019</b>	<b>36,767,759</b>	<b>95.0%</b>
Net Change in Fund Balance	1,288,938	194,407	(5,794,247)	3,038,768	
<b>Fund Balance at Beginning of Year</b>	<b>11,601,861</b>	<b>12,890,799</b>		<b>12,890,799</b>	<b>33.3%</b>
<b>Fund Balance at End of Year</b>	<b>\$ 12,890,799</b>	<b>\$ 13,085,206</b>		<b>\$ 15,929,567</b>	<b>43.3%</b>

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
<b>Revenues:</b>					
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%
<b>Total Revenues</b>	<b>9,680,180</b>	<b>9,497,440</b>	<b>3,319,349</b>	<b>9,294,319</b>	<b>97.9%</b>
<b>Expenditures:</b>					
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%
<b>Total Expenditures</b>	<b>8,334,495</b>	<b>9,165,072</b>	<b>3,941,958</b>	<b>8,833,659</b>	<b>96.4%</b>
Net Change in Fund Balance	1,345,686	332,368	(622,609)	460,661	
<b>Fund Balance at Beginning of Year</b>	<b>2,040,729</b>	<b>3,644,081</b>		<b>3,386,415</b>	<b>36.9%</b>
<b>Fund Balance at End of Year</b>	<b>\$ 3,386,415</b>	<b>\$ 3,976,449</b>		<b>\$ 3,847,076</b>	<b>43.6%</b>

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
<b>Revenues:</b>					
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%
<b>Total Revenues</b>	<b>1,600,615</b>	<b>2,047,352</b>	<b>245,513</b>	<b>2,041,984</b>	<b>99.7%</b>
<b>Expenditures:</b>					
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%
<b>Total Expenditures</b>	<b>1,349,920</b>	<b>2,029,769</b>	<b>477,511</b>	<b>1,750,737</b>	<b>86.3%</b>
Net Change in Fund Balance	250,695	17,583	(231,998)	291,247	
<b>Fund Balance at Beginning of Year</b>	<b>752,819</b>	<b>660,126</b>		<b>1,003,514</b>	<b>49.4%</b>
<b>Fund Balance at End of Year</b>	<b>\$ 1,003,514</b>	<b>\$ 677,709</b>		<b>\$ 1,294,761</b>	<b>74.0%</b>

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

**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
<b>Operating Revenues:</b>					
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%
<b>Total Operating Revenues:</b>	<b>5,656,813</b>	<b>5,520,542</b>	<b>1,414,877</b>	<b>5,501,030</b>	<b>99.6%</b>
<b>Operating Expenses:</b>					
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%
<b>Total Operating Expenses:</b>	<b>4,048,383</b>	<b>4,303,001</b>	<b>1,066,894</b>	<b>3,909,774</b>	<b>90.9%</b>
<b>Operating Income/(Loss)</b>	<b>1,608,430</b>	<b>1,217,541</b>	<b>347,983</b>	<b>1,591,256</b>	
<b>Non-Operating revenues (expenses):</b>					
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%
<b>Net Total Non-Operating revenues (expenses):</b>	<b>(592,374)</b>	<b>(562,516)</b>	<b>(51,951)</b>	<b>(541,354)</b>	<b>96.2%</b>
Net Change to Working Capital	1,016,056	655,025	296,032	1,049,902	
<b>Working Capital at Beginning of Year</b>	<b>1,390,969</b>	<b>2,407,025</b>		<b>2,407,025</b>	
<b>Working Capital at End of Year</b>	<b>\$ 2,407,025</b>	<b>\$ 3,062,050</b>		<b>\$ 3,456,927</b>	

(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

**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
<b>Operating revenues:</b>					
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%
<b>Total Operating Revenues:</b>	<b>10,614,189</b>	<b>10,727,000</b>	<b>3,211,371</b>	<b>11,029,906</b>	<b>102.8%</b>
<b>Operating expenses:</b>					
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%
<b>Total Operating Expenses:</b>	<b>9,419,730</b>	<b>9,775,516</b>	<b>2,374,600</b>	<b>8,989,383</b>	<b>92.0%</b>
<b>Operating Income/(Loss) (excluding depreciation)</b>	1,194,459	951,484	836,771	2,040,523	
<b>Non-Operating revenues (expenses):</b>					
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%
<b>Net Total Non-Operating revenues (expenses):</b>	<b>(828,744)</b>	<b>(1,823,958)</b>	<b>(223,779)</b>	<b>(1,774,354)</b>	<b>97.3%</b>
Net Change to Working Capital	365,715	(872,474)	612,992	266,169	
<b>Working Capital at Beginning of Year</b>	<b>7,799,733</b>	<b>8,165,448</b>		<b>8,165,448</b>	
<b>Working Capital at End of Year</b>	<b>\$ 8,165,448</b>	<b>\$ 7,292,974</b>		<b>\$ 8,431,617</b>	

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

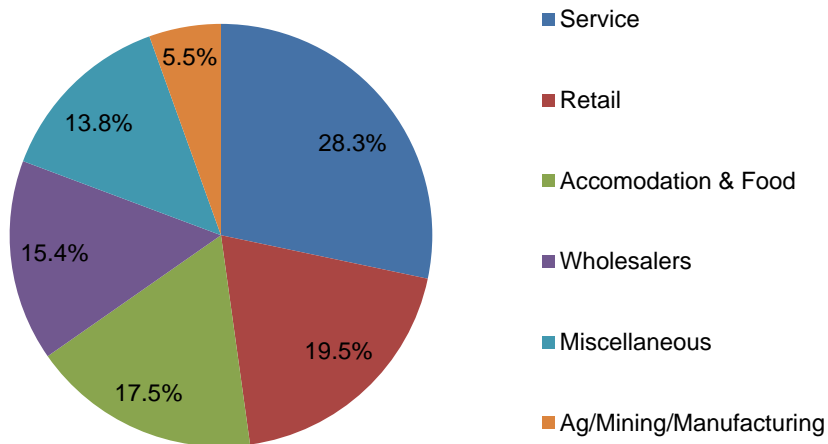
**STORM WATER UTILITY FUND**  
 FY 2017 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET  
*With Comparative Information from Prior Fiscal Year*

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
<b>Operating revenues:</b>					
Drainage Fees	\$ 1,885,773	\$ 1,850,000	\$ 510,639	1,888,048	102.1%
<b>Total Operating Revenues:</b>	<b>1,885,773</b>	<b>1,850,000</b>	<b>510,639</b>	<b>1,888,048</b>	<b>102.1%</b>
<b>Operating expenses</b>					
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%
<b>Total Operating Expenses:</b>	<b>431,237</b>	<b>743,246</b>	<b>118,833</b>	<b>355,748</b>	<b>47.9%</b>
<b>Operating Income/(Loss) (excluding depreciation)</b>	1,454,535	1,106,754	391,806	1,532,300	
<b>Non-Operating revenues (expenses):</b>					
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%
<b>Net Total Non-Operating revenues (expenses):</b>	<b>(454,247)</b>	<b>(476,566)</b>	<b>(124,570)</b>	<b>(475,038)</b>	<b>99.7%</b>
Net Change to Working Capital	1,000,288	630,188	267,236	1,057,262	
<b>Working Capital at Beginning of Year</b>	<b>2,756,262</b>	<b>3,756,550</b>		<b>3,756,550</b>	
<b>Working Capital at End of Year</b>	<b>\$ 3,756,550</b>	<b>\$ 4,386,738</b>		<b>\$ 4,813,812</b>	

**TOWN OF ADDISON**  
**Schedule of Sales Tax Collections**  
*For the month ending September 30, 2017*

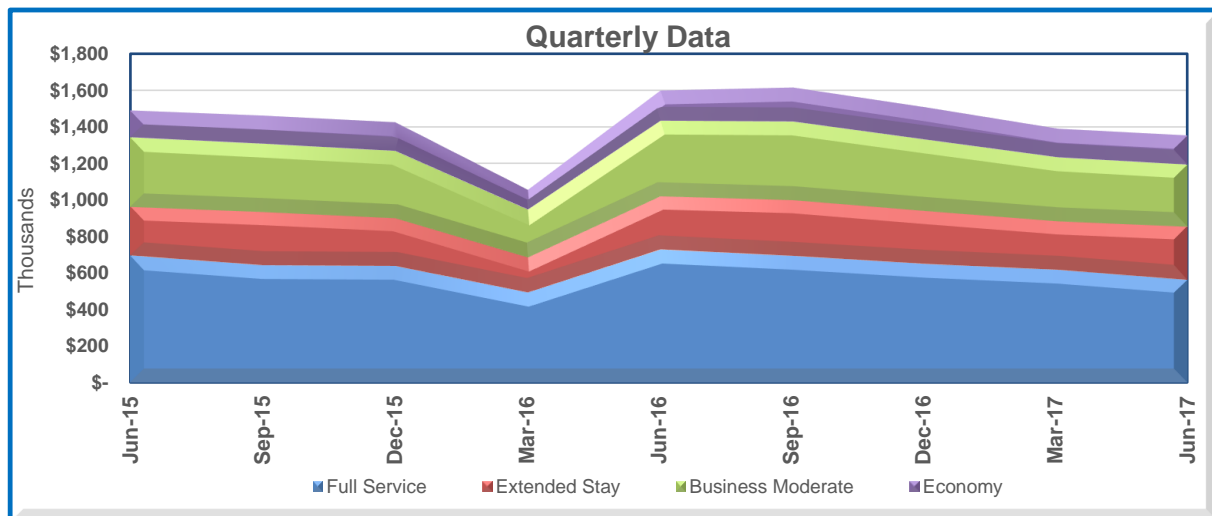
	FY2017 Monthly Collections	% Change from Prior Year	FY2016 Monthly Collections
October	\$ 1,326,017	10.7%	\$ 1,197,786
November	1,059,533	5.1%	1,008,587
December	1,066,606	12.1%	951,849
January	1,421,424	7.8%	1,318,916
February	1,027,098	5.5%	973,782
March	971,913	-3.2%	1,004,487
April	1,296,871	10.1%	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
	<b>\$ 14,049,504</b>		<b>\$ 12,831,723</b>
<b>Budget:</b>	13,400,000	104.8%	12,705,000

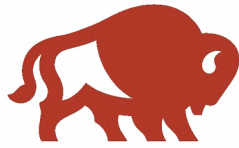
**Breakdown of Sales Tax by Economic Category**



**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	%		
<b>Full Service</b>									
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%	
<b>Extended Stay</b>									
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%	
<b>Business Moderate</b>									
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%	
<b>Economy</b>									
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%	
<b>TOTAL</b>	<b>4,047</b>	<b>100%</b>	<b>\$ 1,404,450</b>	<b>100%</b>	<b>-7%</b>	<b>\$ 5,940,336</b>	<b>100%</b>	<b>-3%</b>	





**Town of Addison**



**For the Month Ended**  
**September 30, 2017**

**Report Name**

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- 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.

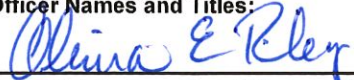

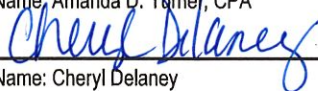
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**For the Month Ended**  
**September 30, 2017**

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: <del>Interim</del> Chief Financial Officer
	
Name: Amanda D. Turner, CPA	Title: Controller
	
Name: Cheryl Delaney	Title: Deputy City Manager

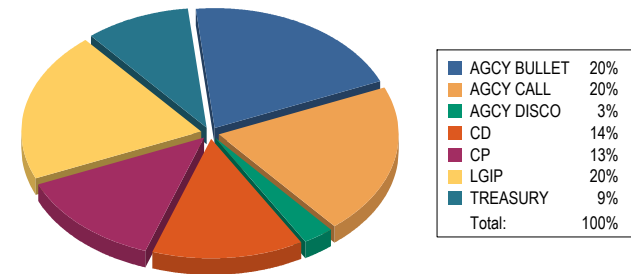
**Account Summary**

**Allocation by Security Type**

Beginning Values as of 08/31/17

Ending Values as of 09/30/17

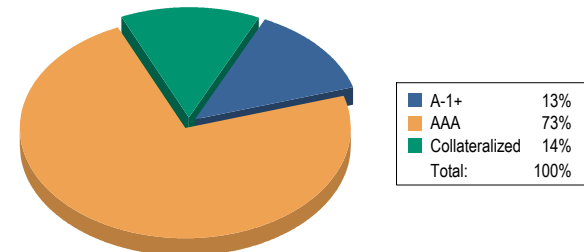
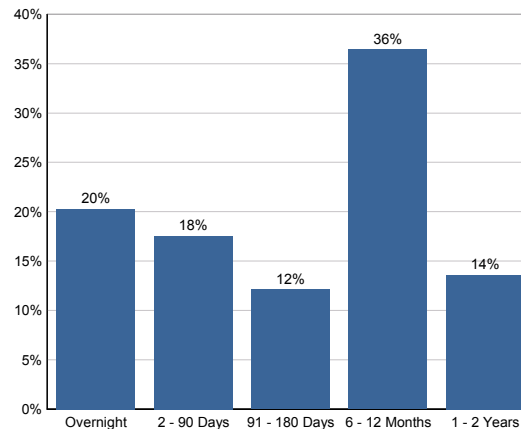
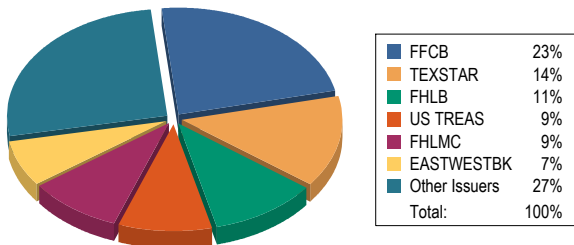
Par Value	77,025,774.72	74,049,994.75
Market Value	76,949,673.72	73,974,707.75
Book Value	76,981,407.30	74,017,050.74
Unrealized Gain/(Loss)	(31,733.58)	(42,342.99)
<b>Market Value %</b>	<b>99.96%</b>	<b>99.94%</b>
Weighted Avg. YTW	1.099%	1.077%
Weighted Avg. YTM	1.099%	1.077%



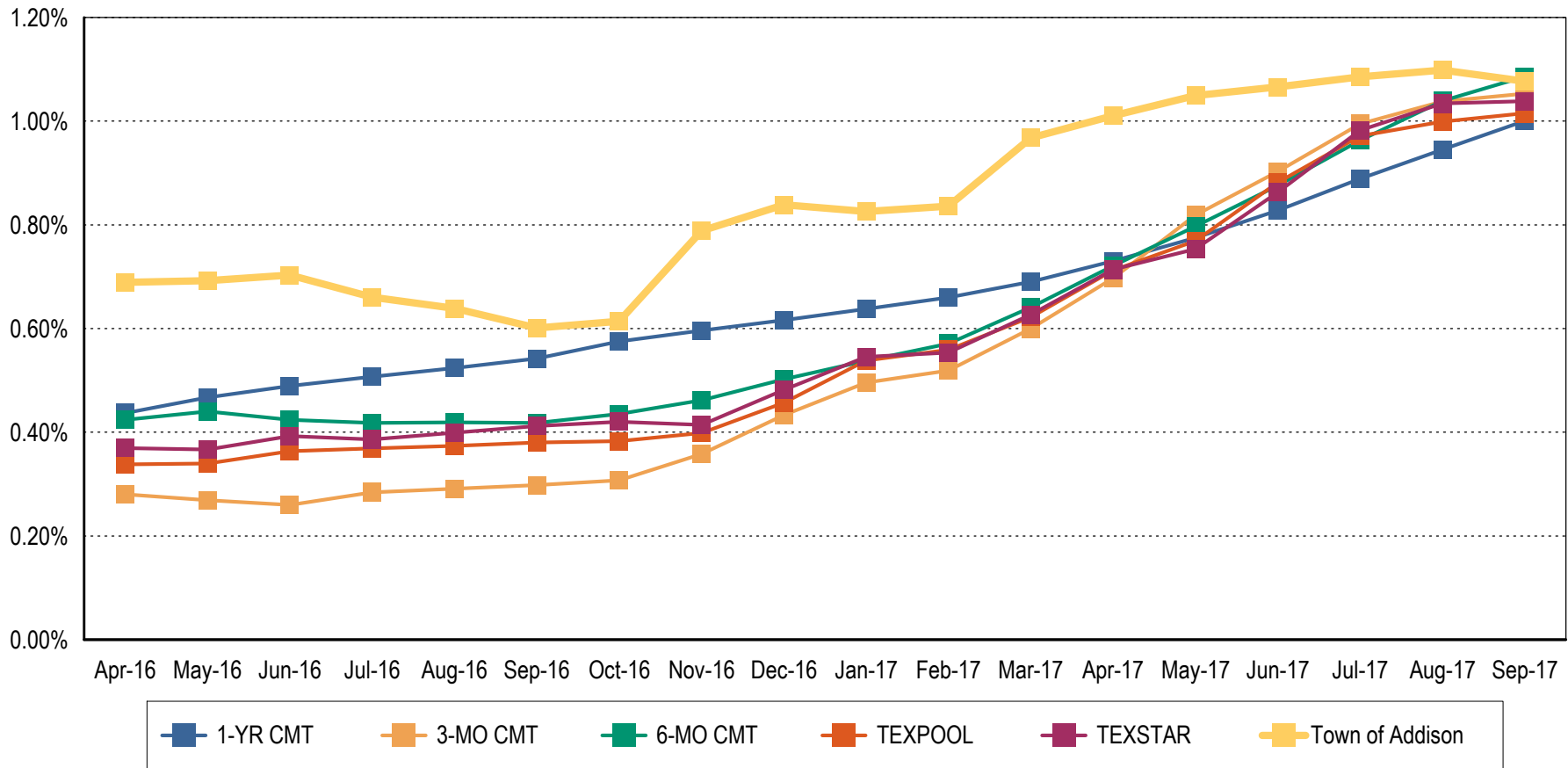
**Allocation by Issuer**

**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
<b>Pooled Funds</b>																	
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
<b>Total for Pooled Funds</b>								<b>74,049,994.75</b>	<b>99.899</b>	<b>73,974,680.00</b>	<b>74,017,050.74</b>	<b>99.899</b>	<b>73,974,707.75</b>	<b>189</b>		<b>1.077</b>	<b>1.077</b>
<b>Total for Town of Addison</b>								<b>74,049,994.75</b>	<b>99.899</b>	<b>73,974,680.00</b>	<b>74,017,050.74</b>	<b>99.899</b>	<b>73,974,707.75</b>	<b>189</b>		<b>1.077</b>	<b>1.077</b>

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
<b>Pooled Funds</b>											
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
<b>Total for Pooled Funds</b>			<b>76,981,407.30</b>	<b>2,024,220.03</b>	<b>(5,000,000.00)</b>	<b>11,423.41</b>	<b>0.00</b>	<b>74,017,050.74</b>	<b>76,949,673.72</b>	<b>73,974,707.75</b>	<b>(2,974,965.97)</b>
<b>Total for Town of Addison</b>			<b>76,981,407.30</b>	<b>2,024,220.03</b>	<b>(5,000,000.00)</b>	<b>11,423.41</b>	<b>0.00</b>	<b>74,017,050.74</b>	<b>76,949,673.72</b>	<b>73,974,707.75</b>	<b>(2,974,965.97)</b>

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
<b>Pooled Funds</b>									
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
<b>Total for Pooled Funds</b>			<b>161,599.49</b>	<b>55,926.11</b>	<b>70,220.03</b>	<b>0.00</b>	<b>147,305.57</b>	<b>11,423.41</b>	<b>67,349.52</b>
<b>Total for Town of Addison</b>			<b>161,599.49</b>	<b>55,926.11</b>	<b>70,220.03</b>	<b>0.00</b>	<b>147,305.57</b>	<b>11,423.41</b>	<b>67,349.52</b>

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
<b>Pooled Funds</b>															
<b>Maturities</b>															
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	
<b>Total for: Maturities</b>								<b>5,000,000.00</b>		<b>5,000,000.00</b>	<b>0.00</b>	<b>5,000,000.00</b>		<b>1.415</b>	
<b>Income Payments</b>															
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			
<b>Total for: Income Payments</b>										<b>0.00</b>	<b>58,092.71</b>	<b>58,092.71</b>			
<b>Capitalized Interest</b>															
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			
<b>Total for: Capitalized Interest</b>								<b>12,092.71</b>		<b>12,092.71</b>	<b>0.00</b>	<b>12,092.71</b>			

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
<b>Pooled Funds</b>											
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
<b>Total for Pooled Funds</b>					<b>59,056,272.49</b>		<b>58,980,957.74</b>	<b>11,423.41</b>	<b>42,370.74</b>	<b>32,944.01</b>	<b>59,023,328.48</b>
<b>Total for Town of Addison</b>					<b>59,056,272.49</b>		<b>58,980,957.74</b>	<b>11,423.41</b>	<b>42,370.74</b>	<b>32,944.01</b>	<b>59,023,328.48</b>

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
<b>Pooled Funds</b>						
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
<b>Total for Pooled Funds</b>				<b>252,633.64</b>	<b>22,000,000.00</b>	<b>22,252,633.64</b>

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
<b>Total for All Portfolios</b>						
			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
<b>Total Projected Cash Flows for Town of Addison</b>				<b>252,633.64</b>	<b>22,000,000.00</b>	<b>22,252,633.64</b>