



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

October 9, 2018

ADDISON TOWN HALL

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

1. Call Meeting to Order

2. 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:

- **Municipal Court Presiding and Alternate Judges Evaluation**

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

- **Potential Development at Southeast Quadrant Of Addison Airport**

3. 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.

WORK SESSION

4. Present and Discuss the Relationship between the North Texas Emergency Communications Center (NTECC) and Denco 9-1-1 for 9-1-1 Services.
5. Present and Discuss the Development Code Review Process and Solicit Feedback from the City Council on the Process and the Town's Development Regulations.

REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

6. Public Comment.
The City Council invites citizens to address the City Council on any topic not on this agenda. Please fill out a **City Council Appearance Card** and submit it to a city staff member prior to Public Participation. Speakers are allowed **up to three (3) minutes per speaker** with **fifteen (15) total minutes** on items of interest or concern and not on items that are on the current agenda. In accordance with the Texas Open Meetings Act, the City Council cannot take action on items not listed on the agenda. The Council may choose to place the item on a future agenda.
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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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7. Consider Action to Approve the **September 4, 2018 Special Meeting Minutes and September 27, 2018 Workshop & Regular Meeting Minutes.**
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8. Consider Action on a **Resolution to Approve a Purchase for Fire Personal Protective Equipment from Casco Industries, Inc. and Authorize the City Manager to Execute the Purchase Order in an Amount not to Exceed \$119,000.**
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9. Consider Action on a **Resolution to Adopt the Town of Addison Investment Strategy for Fiscal Year 2019.**
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10. Consider Action on a **Resolution to Approve a Grant Funding Agreement with WaterTower Theatre and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$445,000.
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Regular Items

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11. Hold a Public Hearing, Present, Discuss, and Consider Action on an **Ordinance to Change the Zoning on Property Located at 4141 Spring Valley Road, Currently Zoned Residential-1 (R-1) with a Special Use Permit for a Private School, to Amend the Existing Master Site Plan to Allow for Indoor Batting Cages.** Case 1784-SUP/Greenhill Batting Cages.
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Adjourn Meeting

NOTE: The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including §551.071 (private consultation with the attorney for the City); §551.072 (purchase, exchange, lease or value of real property); §551.074 (personnel or to hear complaints against personnel);

§551.076 (deployment, or specific occasions for implementation of security personnel or devices); and §551.087 (economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

Posted: _____
Irma Parker, City Secretary
DATE
Time:

**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.**

Work Session and Regular Meeting

4.

Meeting Date: 10/09/2018

Department: City Manager

Pillars: Gold Standard in Public Safety

Milestones: Maximize use of cutting edge technology to enhance public safety

AGENDA CAPTION:

Present and Discuss the Relationship between the North Texas Emergency Communications Center (NTECC) and Denco 9-1-1 for 9-1-1 Services.

BACKGROUND:

Denco 9-1-1 (Denco) serves as an Emergency Communications District to provide enhanced 9-1-1 systems to its partnering agencies, including procurement, installation, maintenance, and management. In 1987, Denton County residents elected to create the Emergency Communications District of Denton County and it is comprised of 33 cities and Denton County. In 1988, the district was renamed to Denco.

The City of Carrollton is currently a partnering jurisdiction of Denco. As part of the formation of the North Texas Emergency Communications Center (NTECC), an interlocal agreement was signed with Denco to allow Addison, Coppell, and Farmers Branch to participate without forfeit of 9-1-1 fees, but with additional charges to install equipment. Additionally, Denco has built a back-up multi-jurisdiction Public Safety Answering Point, or PSAP, which is the first point of contact for people reporting fires, crimes, injuries, and other emergencies.

This interlocal agreement expires in November 2019. Initially, Denco stated that upon renewal, all four cities would have to be full members of Denco, meaning that each city would forfeit all 9-1-1 fees to Denco. Upon further discussion, Denco agreed to let the Addison, Coppell, and Farmers Branch continue to participate at the same level as the original agreement. However, this arrangement would leave Carrollton paying for almost 100% of the cost. If this agreement was to continue in its current form, Carrollton would require the three cities to pay their fair share of the cost that they are paying to Denco.

NTECC staff looked at installing its own 9-1-1 system. This cost on an annual basis is estimated to be less expensive than paying each cities portion to Denco. At this time, Addison staff does not know the exact impact on Addison's budget, but it will be an increase.

RECOMMENDATION:

Information only, no action required.

Work Session and Regular Meeting

5.

Meeting Date: 10/09/2018

Department: Infrastructure- Development Services

Pillars: Entrepreneurship & Business Hub
Excellence in Transportation Systems
Optimize the Addison Brand
Gold Standard in Public Safety

Milestones: Review Town's ordinances and regulations to modernize them and facilitate redevelopment

AGENDA CAPTION:

Present and Discuss the **Development Code Review Process and Solicit Feedback from the City Council on the Process and the Town's Development Regulations.**

BACKGROUND:

In Fiscal Years 2018 and 2019, the City Council included a milestone in the Strategic Plan to review Town ordinances and regulations with a focus on modernization in order to facilitate redevelopment. The project has the following goals:

- Reflects current trends and best practices in the various development regulations, while keeping Addison as a desired location for investment
- Uses illustrations and form code provisions to simplify the ordinance, to make it more understandable to readers, and to promote well-designed neighborhoods and places
- Includes mixed-use zoning districts and accompanying regulations for both built-up areas of the city as well as undeveloped properties
- Includes provisions that link land use and transportation with an emphasis on protecting traditional neighborhood development while encouraging transit-oriented development in the future
- Promotes and supports alternative forms of transportation, including walking, biking, and transit
- Provides for a sustainable built and natural environment
- An ordinance that will meet the needs of the City both now and in the future

In June 2018, Council approved a contract with Clarion Associates, LLC to review the Town's current development regulations and create a new Unified Development Code. As part of this process, Clarion will review current regulations to assess the following:

- The current regulations effectiveness in implementing and their consistency with the Comprehensive Plan
- Relationship with the project goals (noted above)
- Inconsistencies between the ordinance and relevant policies
- National best practices relevant to Addison
- Strengths and weaknesses of the existing ordinance
- Development review procedures as described in the ordinance, and as carried-out in practice
- Opportunities to streamline application and review process
- Overall organization and user-friendliness

Since June, staff has been meeting with Clarion to develop a more detailed project schedule, provide necessary background information and create a project website, survey, and other informational material. From October 8th to 10th, Clarion will hold stakeholder interviews and will meet with the Council appointed Special Project Committee. During these meetings, Clarion will present an overview of the project. They will introduce the project scope and timeline and identify sample issues that will be addressed. Additionally, Clarion will ask for preliminary feedback on the goals of the project as well as any thoughts or concerns about the Town's current development regulations and any potential changes that are needed for the future.

During this Work Session, Clarion will make a similar presentation to the Council regarding the project and facilitate a discussion with the City Council to obtain similar feedback as they begin their review.

RECOMMENDATION:

Staff requests direction from Council.

Work Session and Regular Meeting

7.

Meeting Date: 10/09/2018

Department: City Manager

Milestones: N/A

AGENDA CAPTION:

Consider Action to Approve the September 4, 2018 Special Meeting Minutes and September 27, 2018 Workshop & Regular Meeting Minutes.

BACKGROUND:

The City Secretary has prepared the minutes for approval.

RECOMMENDATION:

Administration recommends approval.

Attachments

Minutes - September 4, 2018

Minutes - September 27, 2018

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL SPECIAL MEETING

Tuesday, September 4, 2018 @ 5:00 pm
ADDISON TOWN HALL
5300 BELT LINE ROAD, Dallas, Tx 75254

Present: Paul Walden, Mayor Pro-Tempore; Tom Braun, Deputy Mayor Pro-Tempore; Guillermo Quintanilla, Council Member; Ivan Hughes, Council Member; Lori Ward, Council Member; Marline Willesen, Council Member

Absent: Joe Chow, Mayor

SPECIAL MEETING

Deputy Mayor Pro-Tempore Paul Walden called the Special Meeting to order at 5:00 pm.

1. **Hold A Public Hearing, Present, and Discuss the Town of Addison's Proposed Property Tax Rate for the Fiscal Year Commencing October 1, 2018 and Ending September 30, 2019.**

Budget Manager Terri Doby presented property tax rate information for the second public hearing which is required by law to adopt a proposed tax rate. There were no changes from the August 28th presentation to the City Council. The proposed property tax for fiscal year 2019 is \$0.550000 per \$100 of valuation which was published in the August 17th edition of the *Dallas Morning News*. The final vote on the property tax rate and adoption of the Fiscal Year 2019 Budget is scheduled for action at the September 11th City Council Meeting.

Deputy Mayor Pro-Tempore Braun noted that the Debt Service Fund (I&S) is lower in Fiscal Year 2019 than it has been for the last ten (10) years. Ms. Doby stated that a contributing factor

was the increase in property appraisals. Deputy Mayor Pro-Tempore Braun added that the Town has been retiring our debt and it is shown in the drop in Debt Service. Council Member Hughes stated that the Town has also refinanced some of the debt. City Manager Pierson added that in 2016 the Town accomplished a bond refunding. All factors which decreased the amount owed by the Town.

Mayor Pro-Tempore Walden called for any questions and/or comments from the audience at this Public Hearing. There were no requests; therefore, the Public Hearing was closed.

2. **Hold a Public Hearing, Present, and Discuss the Town of Addison's Annual Budget for the Fiscal Year Commencing October 1, 2018 and Ending September 30, 2019.**

Budget Manager Terri Doby presented the Fiscal Year 2019 Proposed Budget at the Town’s first public hearing. She informed Council that Texas Local Government Code §102.006 requires the governing body of a municipality to hold one (1) public hearing on the proposed budget and provide notice of the date, time, and location of the hearings. The notice was published in the *Dallas Morning News* on Friday, August 17th. A second public hearing on the budget is scheduled for the September 11th Council Meeting at 7:30 pm at Addison Town Hall. The proposed FY 2019 operating budget requests \$94,128,036. A breakdown of funds in the proposed budget is shown as follows:

FUND	EXPENDITURE AMOUNT
General	\$41,543,404
Hotel	\$9,729,381
Debt Service Combined	\$6,762,208
Economic Development	\$1,860,868
Infrastructure Investment	\$500,000
Airport	\$8,258,051
Utility	\$14,285,512
Stormwater	\$4,202,452
Combined Replacement	\$2,298,882
Combined Grants	\$13,700
Combined Special Revenues	\$4,673,578

Significant items noted in this proposed operation budget include:

- Revenues for all funds total approximately \$83.1 million, a slight change compared to FY 2018. Primary revenue sources are property tax, sales tax, hotel occupancy tax and utility service fees.
- Staffing level of 278.5 Full-time Equivalent (FTE) positions. An increase of 9.0 FTE’s from FY 2018.
- Employee compensation allocation of approximately \$911,000 for merit increases plus benefits. This provides a pool equivalent to a four (4%) percent merit increase.
- Significant decision packages include: Protective Equipment for the Fire Department;

Facility Consolidation Study; one (1) year of ADA Improvements; Facility Maintenance Funds; Winnwood Bridge & Town Hall Gazebo Renovations; Athletic Club Indoor Pool Resurfacing; Funds for Asset Management Implementation; Funds for Enhanced Street Maintenance; and Taste of Addison Enhanced Entertainment.

The Five-Year Capital Improvements Budget for FY 2019 totals \$26,000,000 with significant projects including: Midway Road Reconstruction Design; Vitruvian Development Phase 8; Sherlock-Winter Park Drive Improvements; Vitruvian Pond Dredging; Start of Airport customs Facility Construction; Airport Facility Repair and Improvements; and Water System Improvements.

EXECUTIVE SESSION

CLOSED (EXECUTIVE) SESSION:

The City Council of the Town of Addison will conduct a Closed Executive Session in compliance with 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:

- 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; and
- The partially burned structure known as the Super 8 located at 4150 Beltway Road.

Mayor Pro-Tempore Walden convened the City Council into Closed Executive Session at 5:20 pm.

RECONVENE INTO REGULAR SESSION:

The City Council of the Town of Addison, pursuant to Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matters discussed in Executive Session.

- **Discuss, consider, and take any necessary action to authorize the City Attorney to file suit to achieve immediate demolition of the partially burned structure on the property located at 4150 Beltway Road and authorize the City manager to expend the necessary funds and take any necessary action to achieve the immediate demolition of the structure.**

Mayor Pro-Tempore Walden reconvened the City Council into Open Session at 6:22 pm. He called for any action to be taken for the Executive Session.

MOTION: Deputy Mayor Pro-Tempore moved to authorize our attorney to file a lawsuit on behalf of the Town against the owner of the Super 8 Hotel, located at 4150 Beltway Drive, and to pursue an Order to Demolish, the partially burned property, and to recover all necessary costs and fees and to authorize the city manager to expend the necessary funds and take the necessary action for the demolition of the property as approved by the court. Council Member Hughes seconded the motion. Motion carried unanimously.

ADJOURN MEETING

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

TOWN OF ADDISON, TEXAS

Mayor Pro-Tempore Paul Walden

ATTEST:

Irma G. Parker, City Secretary

DRAFT

REGULAR MEETING & WORK SESSION OF THE CITY COUNCIL

September 27, 2018

ADDISON TOWNHALL
5300 BELT LINE RD., DALLAS, TX 75254
5:30 PM DINNER & WORK SESSION
7:30 PM REGULAR MEETING

Present: Mayor Joe Chow; Mayor Pro Tempore Paul Walden; Deputy Mayor Pro Tempore Tom Braun; Councilmember Ivan Hughes; Councilmember Lori Ward; Councilmember Guillermo Quintanilla; Councilmember Marlin Willesen

WORK SESSION

1. **Call Meeting to Order:** Mayor Chow called the meeting to order at 5:30 pm in the Town Parlor.

2. **Present and Discuss the Council Calendar for October, November, and December 2018, and January 2019.**

PRESENTATION: *Assistant to the City Manager Caitlan Biggs* - The Town's Code of Ordinances requires the City Council to conduct two meetings per month but does include a provision to allow the City Council to change this schedule as necessary. Historically, Staff has presented the October through January meeting schedule to offer the City Council an opportunity to cancel or re-schedule meetings due to the holiday season. **COUNCIL COMMENTS:** Cancel the Tuesday, December 25th meeting. Other meeting dates to remain the same.

3. **Present and Discuss the Format for the Town Meeting on October 29, 2018.**

PRESENTATION: *Director of Public Communications Mary Rosenbleeth* – Twice a year during the spring and fall seasons the Town conducts a Town Meeting at the Addison Conference Centre. October 29, 2018, is the date set for the fall meeting. Staff asked for

suggestions for the Mayor and Council presentation(s), format and topics. A handout including suggested topics were distributed to Mayor and Council. **COUNCIL COMMENTS:** Presentation suggestions included the following: (1) presentations - Mayor Chow ten minutes and council member six minutes each; (2) consider interspersing videos between presentations; and (3) Staff will explore ways for those not in attendance to participate during the Q&A using Facebook or other online services.

Mayor Chow will open and close the meeting. Selected topics for the meeting: Mayor Chow - Farmer Branch Creek update and FY 2018-2019 Budget highlights; Mayor Pro-Tempore Walden - Public Safety and License Plate Recognition (LPR); Deputy Mayor Pro-Tempore Braun - on-going initiatives; Council Member Quintanilla - Airport Development, Customs Building; Council Member Hughes - Addison Circle Special Area Study/Cotton Belt Status Update; Council Member Ward - Economic Development Update; and Council Member Willesen - Non-Profit Partnerships.

4. **Present and Discuss the Appointment Process for the Town's Municipal Judge and Alternate Judges.**

PRESENTATION: Deputy City Manager Cheryl Delany: The Town has one Municipal Court Judge and two alternate judges whose two-year terms expire on December 31, 2018. Each judge has requested re-appointment. Staff will distribute evaluation forms to various individuals who interact with the judges and provide results to the City Council. The City Council will review the evaluation forms and conduct individual interviews with each candidate during Executive Session. Council has an option to direct Staff to prepare documents to re-appoint one, two or three of the judge candidates or begin soliciting applications and hold interviews in November.

COUNCIL COMMENTS: After evaluations are returned the City Council may interview each judge on October 9, 2018.

5. **Present and Discuss an Overview of the Water Tower Theatre Operations and Productions.**

PRESENTATION: Artistic Director Joanie Schultz, Board Members – Ron Whitehead, Barbara Daseke, Roslind Benjet, Nancy Brenner: WTT Board Members updated the Council on their current financial issues, operations, and production schedules. They reported their Spring Gala fundraiser was not as successful as in the past. Board Members requested the City Council disburse the \$295,900 FY 2018-2019 grant on October 1. The grant award contract sets the payment schedule and authorizes Staff to adjust the payment schedule if needed. **COUNCIL COMMENTS:** The City Council expressed their support for disbursement of the \$295,000 upon the request of the Water Town Theatre Company per the terms of the existing agreement. Under that agreement, City Manager Pierson has the authority to disburse funds in advance upon request.

REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

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

No citizens requested to address the City Council on a topic not on the agenda.

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

7. **Consider Action to Approve the Tuesday, September 11 Meeting and Monday, September 17th Joint Meeting Minutes.**
8. **Consider Action on a Resolution to Approve the Naming Rights for the Main Stage of the Addison Theatre Centre.**
9. **Consider Action on a Resolution to Amend the Community Partners Bureau Policies to Identify that Community Partners are Non-Profit Organizations with a Public Purpose, Remove the Option of an Appointment of a Community Partners Bureau Chair, and to Appoint Individuals to the Community Partners Bureau.**
10. **Consider Action on a Resolution to Approve an Agreement with the Texas Department of Transportation to Participate in the Routine Airport Maintenance Program (RAMP) Grant for Airport Improvements at Addison Airport and Authorize the City Manager to Execute the Agreement in an Amount not to Exceed \$50,000.**

Mayor Chow called for any questions to withdraw any items from the Consent Agenda for separate consideration. Council Member Hughes asked to have CONSENT AGENDA Item #8 removed for separate discussion and action.

MOTION: Mayor Pro-Tempore Walden moved to approve CONSENT AGENDA Items 7, 9

and 10 as presented. Council Member Ward seconded the motion. Motion carried unanimously.

Resolution No. R18-77: Amend Community Partners Bureau Policies

Resolution No. R18-78: Approve Texas Department of Transportation RAMP Grant Application

* * * *

CONSENT AGENDA Item 8: Consider Action on a Resolution to Approve the Naming Rights for the Main Stage of the Addison Theatre Centre.

Council Member Hughes stated that he could not act on this item without expounding on the many contributions made by former Director Terry Martin who spent seventeen seasons as WaterTower Theatre's Artistic Director. A professional actor, teacher, and adjunct professor under whose leadership the Theatre became an of the leading regional theatres in Texas. Mr. Martin is now serving as Head of Fine Arts at the Greenhill School in Addison. The donation in honor of Mr. Martin was made by Mr. Stan Garner, current board member and vice president of the WTT Board. The Naming Rights Policy for WTTT allows exclusive rights to the naming of areas within the Theatre in exchange for a donation of \$50,000 paid over a five-year period at \$10,000 per year. The WTT Board received and approved a proposal from Mr. Garner to name the Addison Theatre Center's Main Stage the "Terry Martin Main Stage." Mr. Garner addressed the City Council and stated that as we approach the future it was important to honor the past. In closing he stated that he and Joanie Schultz love Terry Martin. Mr. Schultz thanked and acknowledged Mr. Martin's many contributions. She looks forward to the October 15 presentation of the Terry Martin Main Stage and season opening theatre production.

MOTION: Council Member Hughes moved to approve CONSENT AGENDA Items 8 as presented. Deputy Mayor Pro-Tempore Braun seconded the motion. Motion carried unanimously.

Resolution No. R18-76: Naming the Main Stage of the Addison Theatre Centre – The Terry Martin Main Stage.

Regular Items

11. **Present, Discuss, and Consider Action on an Ordinance to Amend the Town's Annual Budget for the Fiscal Year Ending September 30, 2018.**

Budget Manager Terri Doby presented the amendment to the Fiscal Year 2018 budget ending September 30, 2018. She stated that the City Charter provides that the budget may be Amended or changed under conditions which may occur which could not reasonably have been foreseen in the normal process of budget planning. The first change is a housekeeping item amending the General Fund to move \$81,294 which should have been accounted for in the Grant Fund

Account. This amount represents the grant award for fire department equipment from the Metrocrest Hospital Authority. Secondly, an amendment to the Hotel Fund for an expenditure of \$75,400 for the design the Addison Circle Fountain Repair Project was presented. Additionally, a request for an amendment to the Hotel Fund of \$365,570 for the 2018 Oktoberfest event was withdrawn because it was determined that it would no longer be necessary due to the weather impact on this year's event. And lastly, Capital Improvements Program budget was amended by allocating \$2,200,000 for the Belt Line Overlay Project.

MOTION: Deputy Mayor Pro-Tempore Braun moved approval of Item 11 two make the budget amendments as presented. Council Member Hughes seconded the motion. Motion carried unanimously.

Ordinance No. O18-35: Ordinance to Amend the Town's Annual Budget for the Fiscal Year Ending September 30, 2018.

12. **Present, Discuss, and Consider Action on a Resolution for Appointments to the Development Code Review Special Project Committee.**

Assistant Director of Development Services Charles Goff reported a professional services agreement was approved on June 26th to review the Towns current develop regulations and assist in the development of a new unified development code. The contractor, Clarion Associates, LLC, recommends a special project committee be appointed to provide local advisory assistance to Staff and Clarion Associates, LLC. Based on their experience committee size should be limited to 8-10 members of individuals with a background in zoning, development, and other codes. Council authorized Staff to seek individuals interested in this two-year project. City Manager Pierson announced those submitting applications for this committee as follows:

Taylor Bowen	Joseph Hornisher
Dwayne Brinkley	Jimmy Niemann
EJ Copeland	Liz Oliphant
Jim Duffy	Trey Swindle
Jason Ennis	Dudley H. Watson
Michael Hope	Don Wilder

Council Member Hughes opined it was a good idea to appoint the twelve individuals who applied. Deputy Mayor Pro-Tempore concurred stating that this was a two-year commitment and all the individuals who have applied are qualified.

MOTION: Deputy Mayor Pro-Tempore Braun moved to appoint all applicants presented in the council agenda packet. Mayor Pro-Tempore Walden seconded the motion. Motion carried unanimously.

Resolution No. R18-29: Appointing Taylor Bowen, Joseph Hornisher, Dwayne Brinkley,

Jimmy Niemann, E. J. Copeland, Liz Oliphant, Jim Duffy, Trey Swindle, Jason Ennis, Dudley H. Watson, Michael Hope and Don Wilder to the Development Code Review Special Project Committee.

13. **Present and Discuss the Municipal Debt Issuance Process for Public Projects (Debt201).**

Deputy City Manager Cheryl Delany presented Debt 201 as a follow-up to the “Debt 101” presentation in January 2018. Ms. Delaney provided a brief overview of the Debt 101 presentation and described the debt issuance process, current short-term debt needs, bond election history, bond projects progress, lessons learned from previous bond elections, current bond capacity and an overview of a methodology to identify and prioritize future needs for capital improvements. Town Financial Advisor Nick Bulaich, Hilltop Securities Managing Director assisted with the presentation.

Mayor Pro-Tempore Walden inquired as to the status of the permanent electronic signage structure on Belt Line which was approved in the 2000 Bond Election. City Manager Pierson reported that there were no plans for this project at this time as staff has been focused on other Council priorities. Mayor Pro-Tempore Walden stated that this project was approved in a Bond Election and at some time we need to execute the will of the people and complete this process. Council Member Hughes questioned if there was some flexibility on the use of the bond funds for signage. He stated that the Belt Line Enhancement Committee has entertained the idea of monument signs. City Manager Pierson reported that the intent of the 2012 bond funds for the signage was to replace the event banners placed above Belt Line Road but staff can look into flexibility of the funding source for application to other signage projects. Presentation and discussion only, no action required.

14. **Present, Discuss, and Consider Action on a Resolution for an Agreement with Dallas Demolition for the Demolition of the Addison Airport Customs and Border Protection Facility Site and Authorize the City Manager to Execute the Agreement in an Amount Not to Exceed \$132,516.29.**

Lisa Pyle, Director of Infrastructure and Development Services, stated that solicitation for the demolition of the Customs and Border Protection facility site at Addison Airport was conducted on August 13th. Three bids were received and Staff recommends awarding the bid to Dallas Demolition who is the lowest responsible bidder in an amount not to exceed \$132,516.29. Ms. Pyles stated that the project estimate from the Town’s engineering consultant (Garver) of \$516,650 was conservative and included premium costs based on restricted access and security costs of airports in the DFW region, which did not materialize in this bid. Upon receiving Notice to Proceed, the contractor will have 60 calendars to complete the work to the point of substantial completion. After that, the contractor will have an additional 20 calendar days to be 100% complete.

MOTION: Mayor Pro-Tempore Walden moved to approve Item 14 as presented. Deputy Mayor Pro-Tempore Braun seconded the motion. Motion carried unanimously.

Resolution No. R18-80: Awarding Bid for Demolition of the Addison Airport Customs and Border Protection Facility Site to Dallas Demolition in an amount not to Exceed \$132,516.29.

15. **Present and Discuss the Finance Department Quarterly Financial Report of the Town of Addison for the Third Quarter Ended June 30, 2018.**

Budget Manager Terri Doby presented the Third Quarter Financial Report to the City Council. Fiscal year-to-date revenue and expenditures were reported for all funds. Notable items included:

- General Fund – (1) total revenue is approximately \$3.6 million more than received in 3rd quarter of FY 2017 due to sales tax audit collections; (2) rental income projection was incorrect and did not correctly project review after the sale of city-owned restaurant properties.
- Hotel Fund – (1) revenues of \$5.4 million is \$271,000 less than at this time last year. This is being experienced throughout the DFW metroplex due to the number of facilities available in the area; (2) overall the Fund is below 70% of FY 2018.
- Airport Fund – (1) Revenue is approximately \$4.3million, compared to \$4.1 million in prior year; (2) expenses are approximately \$3.4 million resulting in operating income of around \$852,000.
- Utility Fund – (1) Revenue is approximately \$8.2 million compared to \$6.9 million in prior year resulting from increased water and sewer rate and recovery of insurance proceeds of \$800,000; (2) Expenses total approximately \$9.1 million.
- Stormwater Fund – (1) Revenue totaled \$1.5 million or 74.2% of projected; and (2) Expenses total approximately \$683,000 or 53.1% of FY 2018 budget.

Discussion item only, no action required.

Adjourn Meeting

There being no further business before the City Council, Mayor Chow adjourned the meeting.

TOWN OF ADDISON, TEXAS

Mayor Joe Chow

ATTEST:

Irma G. Parker, City Secretary

Work Session and Regular Meeting

8.

Meeting Date: 10/09/2018

Department: Fire

Pillars: Gold Standard in Public Safety

Milestones: Maximize use of cutting edge technology to enhance public safety
N/A

AGENDA CAPTION:

Consider Action on a **Resolution to Approve a Purchase for Fire Personal Protective Equipment from Casco Industries, Inc. and Authorize the City Manager to Execute the Purchase Order in an Amount not to Exceed \$119,000.**

BACKGROUND:

During the Fiscal Year (FY) 2019 budget process, the Fire department requested the purchase of new Personal Protective Equipment (PPE) for all sworn Fire Department personnel. This equipment would:

- Enhance safety for both firefighters and citizens,
- Enhance daytime and nighttime visibility,
- Increase carcinogen and particulate exposure protection for firefighters,
- Be lighter and provide for better maneuverability and comfort; and
- Have enhanced features such as built-in nanotechnology and a rescue belt.

The City Council approved funding for this purchase on September 11, 2018, when the FY2019 budget was adopted. The Town will purchase the Personal Protective Equipment from Casco Industries Inc. through an interlocal agreement with the City of North Richland Hills that was approved by Council in October 2012. The budgeted amount for this item is \$119,000 in the Self-Funded Project Fund. The actual cost amount is \$118,997.40.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Fire Personal Protective Equipment

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE PURCHASE OF FIRE PERSONAL PROTECTIVE EQUIPMENT FROM CASCO INDUSTRIES, INC. THROUGH THE INTERLOCAL AGREEMENT BETWEEN THE TOWN OF ADDISON, TEXAS AND NORTH RICHLAND HILLS, TEXAS IN AN AMOUNT NOT TO EXCEED \$119,000.00, AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE ORDER, AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The purchase of fire personal protective equipment from Casco Industries, Inc., through the Interlocal Agreement between the Town of Addison, Texas and North Richland Hills, Texas, in an amount not to exceed \$119,000.00 is hereby approved. The City Manager is hereby authorized to execute the Purchase Order.

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

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

Joe Chow, Mayor

ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

Work Session and Regular Meeting

23.

Meeting Date: 10/09/2018

Department: Finance

Pillars: Gold Standard for Financial Health

Milestones: Review Town's ordinances and regulations to modernize them and facilitate redevelopment

AGENDA CAPTION:

Consider Action on a **Resolution to Adopt the Town of Addison Investment Strategy for Fiscal Year 2019.**

BACKGROUND:

The Public Funds Investment Act (PFIA) requires the Council to annually adopt the Town's investment strategy. The document has been drafted to comply with all aspects of the PFIA. This policy applies to the investment and management of all funds of the Town. Direct management responsibility for the investment program is delegated by the City Council to the Chief Financial Officer. The investment strategy has the following priorities:

- Preservation and safety of principal
- Understanding the suitability of the investment to the financial requirements of the Town
- Liquidity
- Marketability of the investment if the need arises to liquidate the investment prior to maturity
- Diversification of the investment portfolio
- Yield

Finance staff, along with the Town's investment adviser, HilltopSecurities, determined that no changes to the existing strategy are required. This action simply allows the Town to comply with the PFIA.

The attached resolution includes the Town's investment strategy in Exhibit A.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Fiscal Year 2019 Investment Strategy

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS ADOPTING AN INVESTMENT STRATEGY FOR FISCAL YEAR 2018-2019; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Public Funds Investment Act (“PFIA”) requires the City Council of the Town of Addison, Texas (“City”) to annually review the City’s investment strategy; and

WHEREAS, the City’s investment advisor, HilltopSecurites, has assisted City Staff with the development of the investment strategy that is attached to this Resolution; and

WHEREAS, the investment strategy has been drafted to comply with all aspects of the PFIA; and

WHEREAS, for Fiscal Year 2018-2019, City Staff is not recommending any change in the City’s investment strategy that has been previously adopted; and

WHEREAS, the investment strategy has the following priorities (in order of importance):

- Understanding the suitability of the investment to the financial requirements of the City
- Preservation and safety of principal
- Liquidity
- Marketability of the investment if the need arises to liquidate the investment prior to maturity
- Diversification of the investment portfolio
- Yield.

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

Section 1. The City Council does hereby adopt and approve an investment strategy for Fiscal Year 2018-2019, attached hereto as **Exhibit A** and incorporated herein.

Section 2. The above and foregoing recitals are true and correct and are incorporated herein.

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

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

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

EXHIBIT A

TOWN OF ADDISON

INVESTMENT POLICY

For

FY 2018-19

Revised and Adopted:
October 9, 2018

EXHIBIT A

TOWN OF ADDISON, TEXAS INVESTMENT POLICY

I. SCOPE

The Public Funds Investment Act, Chapter 2256, Texas Government Code, prescribes that each Town is to adopt rules governing its investment practices and to define the authority of the investment officer. The following Investment Policy addresses the methods, procedures, and practices which must be exercised to ensure effective and judicious fiscal management of the Town's funds. This Policy shall not apply to the selection, retention or other issues concerning the depositories of the Town's funds in demand and time deposits as provided under Chapter 105 of the Local Government Code.

This Policy shall apply to the investment and management of all funds of the Town under its control, other than those expressly excluded herein or by applicable law or valid agreement. This Policy shall not supersede the restrictions on investment and use applicable to any specific fund and, in the event of any conflict between this Policy and the requirements of any fund subject hereto, the specific requirement applicable to such fund shall be followed as well as all other provisions of this Policy other than those in conflict. The Employees Deferred Compensation Agency Fund is excluded from coverage under this Policy.

This Policy also requires the formal adoption of an "Investment Strategy Statement" that specifically addresses each of the Town's fund groups. Each Investment Strategy Statement will describe its objectives concerning:

- a) Suitability of investment type
- b) Preservation and safety of principal
- c) Liquidity
- d) Marketability of each investment
- e) Diversification of the portfolio
- f) Yield

In order to make effective use of the Town's resources, all monies shall be pooled into one investment bank account, except for those monies required to be accounted for in other bank accounts as stipulated by applicable laws, bond covenants or contracts. The income derived from this pooled investment account shall be distributed in accordance with the Town's internal procedures.

II. OBJECTIVES

The Town's principal investment objectives in order of priority are:

1. Conformance with all Federal regulations, State of Texas statutes and other legal requirements including the Town Charter and Town Ordinances, including this Policy
2. Preservation of capital and the protection of investment principal
3. Maintenance of sufficient liquidity to meet anticipated disbursement and cashflows
4. Diversification to avoid incurring unreasonable risks regarding securities owned
5. Attainment of a market rate of return equal to or higher than the performance measure established from time to time by the Chief Financial Officer of the Town which is commensurate with the acceptable risk and liquidity objectives of this Policy

EXHIBIT A

III. DELEGATION OF AUTHORITY

The City Manager appoints the Chief Financial Officer (CFO) and the Chief Financial Officer's designee(s) as the "Investment Officers" of the Town. Direct management responsibility for the investment program is delegated by the City Council to the Chief Financial Officer (hereinafter referred to as the "CFO"). The Investment Officers' authority will at all times be limited by all applicable laws and regulations in effect from time to time and this Policy. The Investment Officers shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the investing entity.

With written approval from the City Manager, the CFO may delegate any phase of the investment management program to any of the Investment Officers. Such approval shall state specifically the functions such person is authorized to perform or that the person is authorized to perform all activities of the CFO under this Policy. The CFO shall obtain and maintain, at the Town's expense, fidelity bonds for himself and each of his designees in amounts determined adequate by the CFO (which shall not be less than \$250,000) for each fiscal year as shown by the approved budget. No person may engage in an investment transaction except as provided under the terms of this Policy and the internal procedures established by the CFO. A current list of persons authorized to transact investment business and wire funds on behalf of the Town shall be maintained by the CFO.

The CFO shall develop and maintain written administrative procedures for the operation of the investment program consistent with this Policy. The controls shall be designed to prevent, identify and control losses of public funds arising from deviation from this Policy, fraud, employee error, and misrepresentation by third parties, or imprudent actions by employees and officers of the Town.

In the discretion of the City Council and in any event upon the termination or reassignment of any Investment Officer authorized to conduct transactions for the Town pursuant to this Policy, the authority of such person shall be revoked and such revocation of authority shall be immediately communicated by the CFO orally and in writing to each and every depository, broker/dealer, investment advisor, custodian and other agency or entity with whom the Town has any existing or continuing relationship in the management of its investments.

The CFO and all Investment Officers shall attend at least 10 hours of training relating to the treasurer's or officer's responsibilities within 12 months after taking office or assuming duties; and attend a training session not less than once in a two-year period that begins on the first day of the Town's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than 8 hours of training. Such training from an independent source shall be approved or endorsed by the Government Finance Officers Association, Government Finance Officers Association of Texas, Government Treasurers Organization of Texas, Texas Municipal League, or the North Central Texas Council of Governments to include education in investment controls, security risks, strategy risks, market risks, and compliance with the Public Funds Investment Act.

IV. INVESTMENT ADVISORS

The Town may, in the discretion of the CFO, and the approval of the City Council, appoint one or more Investment Advisors to assist the Town's financial staff in the management of the Town's funds. The Investment Advisor must be registered with the Securities and Exchange Commission under the Investment Advisors Act of 1940 and also be registered with the Texas State Securities Board as an Investment Advisor. To be eligible for consideration, an Investment Advisor shall demonstrate to the CFO knowledge of, and experience in, the management of public funds. The CFO will satisfy himself as to the Advisor's qualifications by all appropriate means, including reference checks with the Advisor's other clients, the State Securities Board and the Securities and Exchange Commission. An appointed Investment Advisor shall act solely in an advisor and administrative capacity, within the guidelines of this Investment Policy and without any discretionary authority to transact business on behalf of the Town.

Each Investment Advisor, appointed by the Town, shall agree that its investment advice shall at all times be given with the judgment and care, under circumstances then prevailing, which persons paid for their special prudence, discretion and intelligence, in such matters exercise in the management of their client's affairs, not for speculation by the client or production of fee income by the advisor or broker but for investment by the client with emphasis on the probable safety of the capital while considering the probable income to be derived.

EXHIBIT A

Appointment of an Investment Advisor shall otherwise be according to the Town's normal purchasing procedures for selecting professional services. Any approved investment advisor may be terminated with the approval of the City Manager, if in the opinion of the CFO, the advisor has not performed adequately. The term of any Investment Advisor contract may not exceed five years. Any renewal or extension of the Investment Advisor contract must be made by the City Council by resolution.

V. STANDARD OF CARE

As provided for in the Public Funds Investment Act, the standard of care for the Town's investments shall be that such "investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived."

The overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The CFO and the Investment Officers shall recognize that the investment activities of the Town are a matter of public record.

The CFO and the Investment Officers, acting in accordance with written procedures and exercising the proper standard of care, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided that this Policy and the CFO's procedures were followed. In determining whether the CFO or an Investment Officer has exercised the proper standard of care, all investments over which the individual had responsibility will be considered rather than a single investment.

VI. AUTHORIZED SECURITIES INVESTMENTS

Subject to any limitations otherwise imposed by applicable law, regulations, bond indentures or other agreements, (including but not limited to Chapter 2256 Texas Government Code, the Public Funds Investment Act), the following securities and deposits are the only ones permitted as investments for the Town's funds:

- a. Direct obligations of the United States government with a maturity not to exceed five (5) years from the date of purchase; U.S. Treasury Bills, U.S. Treasury Notes, U.S. Treasury Bonds, and U.S. Treasury Strips (book entry U.S. Treasury securities whose coupon has been removed).
- b. Senior debt obligations with a maturity not to exceed five (5) years from the date of purchase issued by, guaranteed by, or for which the credit of any of the following Federal Agencies and Instrumentalities is pledged for payment: Federal National Mortgage Association (FNMA), Federal Home Loan Bank (FHLB), Federal Farm Credit Bank (FFCB), and Federal Home Loan Mortgage Corporation (FHLMC). Mortgage-backed securities may be held as collateral although principal-only and interest-only mortgage-backed securities as well as all types of collateralized mortgage obligations (CMOs) and real estate mortgage investment conduits (REMICs) are expressly prohibited.
- c. Bonds or other interest-bearing obligations of which the principal and interest are guaranteed by the full faith and credit of the United States government, or fully insured by the Federal Deposit Insurance Corporation (FDIC), with a stated maturity not to exceed five (5) years from the date of purchase.
- d. Time Certificates of Deposit with a maturity not to exceed three (3) years from the date of purchase, insured by the Federal Deposit Insurance Corporation (FDIC) or its successor, in depository institutions that have a main office or a branch office in the state of Texas which have been approved by the Town in accordance with Section XI of this Investment Policy.

In addition, separate CDs issued by depositories wherever located, bundled together into a single investment with the full amount of principal and interest of each CD federally insured may be purchased through a broker that has its main office or a branch office in Texas and is selected from a list adopted by the City Council, or from a depository institution with its main office or branch office in Texas. The broker or depository shall act as the custodian for the various certificates on behalf of the Town.

EXHIBIT A

e. Prime commercial paper with an original maturity of one hundred eighty (180) days or less which at the time of purchase, is rated at least:

A-1 by Standard & Poor's,
P-1 by Moody's or
F1 by Fitch

(1) At the time of purchase, the commercial paper must be rated by at least two (2) of the above stated ratings agencies at the above stated minimum credit rating.

(2) If more than two (2) of the above stated agencies rates an issuer, all the rating agencies must rate the issuer in accordance with the above stated minimum credit criteria.

(3) If the commercial paper issuer has senior debt* outstanding, the senior debt must be rated by each service that publishes a rating of the issue at least:

A-1 by Moody's,
A+ by Standard and Poor's and
A+ by Fitch

*Senior Debt is defined as the most senior secured or unsecured debt of an issuer with an original maturity exceeding one year.

If the commercial paper issuer is given a "plus (+) rating", the maximum maturity of 270 days or less will be allowed.

f. Eligible Bankers Acceptances with original maturities not exceeding 180 days, issued on domestic banks operating under the banking laws of the United States, whose senior long-term debt is rated, at the time of purchase, A-1 or higher by Moody's, A+ by Standard and Poor's, or A+ by Fitch.

g. Repurchase agreements with a defined termination date of 90 days or less on U.S. Treasury and Federal Agency securities listed in items "a" and "c" above, collateralized initially at a minimum market value of 102% of the dollar value of the transaction, with the accrued interest accumulated on the collateral included in the calculation. An exception to the maturity may be made for bond proceeds, provided the repurchase agreement allows for multiple draws at the Town's discretion and the maturity date does not exceed the expected final expenditure date.

If the market value of the collateral falls below 101 percent the dollar value of the transaction, the collateral will be required to be brought up to the 102 percent initial maintenance level. A Repurchase Agreement is defined as a simultaneous agreement to buy, hold for 90 days or less, and then sell back an obligation described in item (g) above, the principal and interest of which are guaranteed by the United States.

Repurchase Agreements shall be entered into only with dealers who: 1) are recognized as primary reporting dealers with the Market Reports Division of the Federal Reserve Board of New York; and 2) have an executed, Town approved Master Repurchase Agreement. Collateral (purchased securities) shall be held by the Town's custodian bank or in a segregated account registered in the name of the Town of Addison with an approved third-party safekeeping agent and the market value of the collateral securities shall be marked-to-the market no less than weekly.

For the purpose of item "g" of this section, the term "collateral" shall mean "purchased securities" under the terms of the Town approved Master Repurchase Agreement. Collateral bearing no coupon will have a maturity not to exceed five (5) years. All other eligible collateral shall have a maturity limit of 10 years.

The term repurchase agreements include reverse repurchase agreements. The term of a reverse repurchase agreement shall not exceed 90 days and any investments acquired with the proceeds from the reverse repurchase agreement shall not exceed the term of that agreement.

EXHIBIT A

h. Money Market Funds meeting the following criteria:

- (h.1) Registered with, and regulated by the Securities and Exchange Commission;
- (h.2) Providing the Town with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940;
- (h.3) Charging no commission fee on the purchase or sale of shares;
- (h.4) Stating a fund objective to maintain a constant daily net asset value of \$1.00 per share;
- (h.5) Limiting fund assets to those securities listed in paragraphs “a”, “b”, “c” and “g” above; and
- (h.6) Having a maximum stated maturity of 13 months and dollar weighted average portfolio maturity of not more than 60 days. A list of Town approved Money Market Funds shall be kept by the CFO.

i. State investment pools organized under the Interlocal Cooperation Act that meet the requirements of Chapter 2256 Texas Government Code and have been specifically approved by the CFO and authorized by the City Council.

j. Local investment pools organized under the Interlocal Cooperation Act that meet the requirements of Chapter 2256 Texas Government Code and have been specifically approved by the CFO and authorized by the City Council.

k. Direct obligations of the State of Texas or its agencies rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent with a maturity not to exceed two (2) years from the date of purchase.

l. Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the State of Texas or the United States with a maturity not to exceed two (2) years from the date of purchase.

m. Interest bearing bank deposits insured by the FDIC or National Credit Union Share Insurance Fund.

VII. OTHER INVESTMENT GUIDELINES

The Town seeks active management of its portfolio assets. In the effort of meeting the objectives of this Policy, the Town may from time to time sell securities that it owns in order to better position its portfolio assets. Sales of securities prior to maturity shall be documented and approved by the CFO before such a transaction is consummated. Sales of securities, yielding net proceeds less than 98 percent of the book value of the securities, must be approved in advance and in writing by both the City Manager and the CFO.

Each investment transaction must be based upon competitive quotations received from at least three (3) broker/dealers who have been approved by the Town in accordance with Texas law.

The purchase and sale of all securities shall be on a delivery-versus-payment or payment-versus-delivery basis for securities purchases, monies will not be released by the Town’s safekeeping bank until securities are received at the Federal Reserve Bank for further credit to the Town’s safekeeping bank. In the case of securities sales, monies will be received by the Town’s safekeeping bank via the Federal Reserve Bank, as the securities are simultaneously released to the purchaser). In this manner, the Town will always have possession of either its securities or its monies.

An investment that requires a minimum credit rating does not qualify as an AUTHORIZED SECURITIES INVESTMENT during the period the investment does not have the minimum credit rating even if the investment had the appropriate rating at the time of purchase. The Investment Officers shall take all prudent measures that are consistent with this Policy to liquidate an investment that does not have the minimum rating.

EXHIBIT A

VIII. PORTFOLIO MATURITIES

Maturities shall be selected which provide for both stability of income and reasonable liquidity.

At all times, the Town shall maintain 10 percent of its total investment portfolio in instruments maturing in 90 days or less. The weighted average maturity of all securities and certificates of deposit in the Town's total investment portfolio at any given time (not including cash or demand deposits) shall not exceed 18 months.

In the case of callable securities, the first "call" date may be used as the "maturity" date for investment purposes in this section if in the opinion of the CFO there is little doubt that the security will be called prior to maturity. At all times the stated final maturity shall be used in portfolio average life calculations and reported as outlined in this Policy.

Investment of bond proceeds shall be invested in the investment types listed in Section VI. "a", "b", "c", "h", "i", and "j" for a period of time not to exceed five (5) years. Additionally, bond proceeds may be invested in a repurchase agreement that exceeds 90 days if reductions are allowed from the agreement without penalty for legitimate bond proceeds expenditures and the final maturity is within the "temporary period" as defined by the Internal Revenue Service (this arrangement is commonly referred to as a "flexible repurchase agreement").

IX. INVESTMENT LIMITS

It is the policy of the Town to avoid concentration of assets in a specific maturity, a specific issue, or a specific class of securities, with the exception of U.S. Treasury issues listed in Section VI "a." The asset allocation in the portfolio should, however, be flexible depending upon the outlook for the economy and the securities markets.

The Town will not exceed the following maximum limits as a percentage of the total portfolio for each of the categories listed below:

- 20 percent in Money Market Funds as outlined in Section VI "h"
- 50 percent in Certificates of Deposit
- 30 percent in Commercial Paper
- 30 percent in Bankers Acceptances
- 40 percent in Local Government Investment Pools as authorized in Section VI "h" and "j" 70
- 70 percent in State Government Investment Pools as authorized in Section VI "i"
- 70 percent in Instrumentality securities described in Section VI "b"

In addition to the limitations set forth above the Town's investment in any single money market fund shall never exceed 10 percent of the total assets of the money market fund.

The CFO and investment officers shall evaluate how each security purchased fits into the Town's overall investment strategy.

Bond proceeds shall be exempt from the maximum limitation stated above for State Government Pools, but only for the period of time required to develop a comprehensive draw-down schedule for the project for which the proceeds are intended, the maximum being 60 days, at which time the funds representing bond proceeds must be prudently diversified.

X. SELECTION OF BROKER/DEALERS

The Town shall maintain a list of approved security broker/dealers maintaining minimum capital of \$10,000,000 and being in business for at least five years. These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule). Securities may only be purchased from those authorized institutions and firms identified in the above list.

EXHIBIT A

Broker/dealers and other financial institutions will be selected by the CFO on the basis of expected financial stability, experience in selling fixed income securities to other local governments as well as perceived ability to service the Town's account. Each broker/dealer authorized to conduct business with the Town, shall be required to submit a Broker/Dealer questionnaire as well as updated financial statements. In addition, all firms shall provide a detailed resume of the firm's primary sales representative, appropriate references and wiring instructions. The CFO shall maintain a file on each firm containing the most recent information.

The CFO shall review the quality of service and financial stability of each broker/dealer and financial institution approved under this Section at least annually. Any approved broker/dealer or financial institution may be removed from the list of approved broker/dealers with the approval of the CFO, if in the opinion of the CFO, the firm has not performed adequately, or its financial condition is considered inadequate. The City Council shall, at least annually, review, revise, and adopt the list of qualified broker/dealers and financial institutions which are authorized to engage in investment transactions with the Town.

All business organizations (specifically, local government investment pools and discretionary investment managers) eligible to transact investment business with the Town shall be presented a written copy of this Policy. The qualified representative of the business organization seeking to transact investment business with the Town shall execute a written instrument substantially to the effect that the qualified representative has:

- 1) Received and thoroughly reviewed this Policy, and
- 2) Acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities with the Town.

The Town shall not enter into an investment transaction with a business organization prior to receiving the written instrument described above. In addition, each Investment Advisor appointed by the Town shall execute the written instrument described above.

If the City Council has contracted with a Registered Investment Advisor for the management of its funds, the advisor shall be responsible for performing due diligence on and maintaining a list of broker/dealers with which it shall transact business on behalf of the Town. The advisor shall determine selection criteria. The advisor shall annually present a list of its authorized broker/dealers to the Town for review and likewise shall execute the aforementioned written instrument stating that the advisor has reviewed the Town's investment policy and has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities with the Town. The advisor shall obtain and document competitive bids and offers on all transactions and present these to the Town as part of its standard trade documentation.

XI. SELECTION OF DEPOSITORIES

Certificates of Deposit (CD) may be placed with banking institutions doing business in the state of Texas which offer competitive and documented interest rates, both at or above interest rates available on government securities to similar maturity dates. All deposits exceeding the current FDIC deposit insurance amount shall be fully collateralized in order to be eligible as Town investments.

In addition to maintaining proper collateral, bank financial positions shall be considered to best assure prudent investment. Relevant criteria shall include capital ratios, liquidity, profitability and asset growth. Information sources for financial data may include www.bankrate.com and the FDIC website at www.fdic.gov. Because the financial condition of banks may change rapidly, primary focus shall be on maintaining adequate levels of collateral to support deposit amounts. If the Town utilizes the services of an investment advisor, the advisor shall assist in the evaluation of both the financial institution and assigned collateral.

XII. SAFEKEEPING AND CUSTODY

Investment securities purchased for the Town will be delivered by either book entry or physical delivery and shall be held in third-party safekeeping by a Federal Reserve Member financial institution designated as the Town's safekeeping and custodian bank. The Town may designate more than one (1) custodian bank. In no event shall the Town's custodial

8

EXHIBIT A

or safekeeping institution also be the counterparty (broker or dealer) to the purchase or sale of those securities. The Town shall execute a written Safekeeping Agreement with each bank prior to utilizing the custodian's safekeeping services. Only a state or national bank located within the State of Texas may be utilized as a custodian of securities pledged to secure certificates of deposit. The safekeeping agreement must provide that the safekeeping bank will immediately record the receipt of purchased or pledged securities in its books and promptly issue and deliver a signed safekeeping receipt showing the receipt and the identification of the security, as well as the Town's perfected interest.

The CFO shall maintain a list of designated custodian banks and a copy of the Safekeeping Agreement executed with each custodian bank.

The Town must approve release of securities, in writing, prior to their removal from the custodial account. A telephonic facsimile of a written authorization shall be sufficient if the custodian orally confirms receipt of the transmission and an exact copy of the document is retained in the Town's files.

All securities shall be confirmed in the name of the Town and delivered to an approved custodial bank or carried at a Federal Reserve Bank in the name of the Town. The Custodian shall not otherwise deposit purchased or pledged securities. All book entry securities, owned by the Town, shall be evidenced by a safekeeping receipt issued to the Town and signed by the appropriate officer at the custodian bank stating that the securities are held in the Federal Reserve system in a CUSTOMER ACCOUNT naming the Town as the "customer". In addition, the custodian bank will, when requested, furnish a copy of the delivery advice received by the custodian bank from the Federal Reserve Bank.

The original safekeeping receipt for each transaction including purchased securities under a repurchase agreement and collateral securing deposits will be forwarded to the CFO or his designee and held in a secured file by the Town.

Securities delivered as part of a repurchase agreement may be held with an independent third-party safekeeping agent, provided that they are fully registered in the Town's name, segregated in account designated in the name of the Town and governed by a fully executed custodial agreement.

XIII. RECORDKEEPING AND REPORTING

A record shall be maintained of all bids and offerings for securities transactions in order to ensure that the Town receives competitive pricing. All transactions shall be documented by the person authorizing the transaction in a form that shows that person's name, the party instructed to execute the transaction, the date, a description of the transaction and a brief statement of the reason(s) for the transaction.

Each depository institution of the Town's funds and purchased securities shall maintain separate, accurate and complete records relating to all deposits of the Town's funds, the securities pledged to secure such deposits and all transactions relating to the pledged securities. Each approved custodian shall maintain separate, accurate and complete records relating to all securities received on behalf of the Town, whether pledged, purchased or subject to repurchase agreement, as well as all transactions related to such securities. In addition, each depository shall file all reports required by the Texas State Depository Board. Each depository and custodian shall agree to make all the records described in this paragraph available to the CFO's designee and the Town's auditors at any reasonable time.

At least once each quarter, the CFO or investment officers shall verify that all securities owned by the Town or pledged to the Town are held in safekeeping in the Town's custodial bank with proper documentation. At least annually the Town's investment program, including the records of custodians and depositories, shall be audited by independent certified public accountants selected by the City Council. This annual audit shall include a compliance audit of the management controls on investments and adherence to the Town's Investment Policy and strategies.

All broker/dealers, custodians, depositories, and investment advisors shall maintain complete records of all transactions that they conducted on behalf of the Town and shall make those records available for inspection by the CFO or other representatives designated by the City Council or City Manager.

EXHIBIT A

All sales of securities for less than the book value of the security shall be approved by the CFO and reported to the City Council at the next regular meeting. Sales of securities for less than 98 percent of the book value of the securities must be approved by both the City Manager and the CFO.

All contracted Investment Advisors shall report at least monthly on the straight-line book value, the market value of investment holdings, and total earnings yield and such other information required by the CFO. Unrealized profits or losses in the Town's investment portfolio will be disclosed but will not be used in the calculation of income earned for the month. Contracted Investment Advisors shall provide monthly reports to the CFO no later than 15 business days following receipt of all depository bank statements, investment pool statements and money market fund statements as necessary to provide a full accounting of the Town's investment and cash position.

An investment report shall be prepared by the CFO within 60 days of the quarter end that:

- a) Describes in detail the investment position of the Town;
- b) States the reporting period beginning book and market values, additions or changes to the book and market values during the period and ending book and market values for the period of each pooled fund group;
- c) States the reporting period beginning book and market value and ending book and market value for each investment security by asset type and fund type;
- d) States the maturity date of each investment security;
- e) States the fund for which each investment security was purchased;
- f) States fully accrued interest for the reporting period;
- g) States the compliance of the investment portfolio with the Town's Investment Policy, Investment Strategy Statement and the Public Funds Investment Act;
- h) Summarizes quarterly transactions, including a detailed list of the gains and losses recognized; and
- i) Explains the total earnings yield during the previous quarter and compares the portfolio's performance to other benchmarks of performance.

This report will be presented to the City Council and signed by all of the Town's Investment Officers.

Market valuations of investments shall be provided by the Investment Advisor on a monthly basis. The Investment Advisor shall use independent market pricing sources including, but not limited to, Interactive Data Corporation (IDC) and Bloomberg, to monitor the market price of investments acquired with the Town's funds.

Within 60 days after the end of the Town's fiscal year the CFO shall prepare, sign and deliver to the City Manager and the City Council an annual report on the Town's investment program and investment activity which has also been signed by each officer and employee of the Town authorized to conduct any of the Town's investment activity. The annual report shall include full year earnings yield. Such annual report shall include an analysis of the compliance with this Policy as well as changes in applicable laws and regulations during the previous year and may include any other items of significance related to the investment program.

If the Town places funds in any investment other than registered investment pools or accounts offered by its depository bank, the above reports shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the City Council.

EXHIBIT A

XIV. ETHICS AND CONFLICTS OF INTEREST

Officers and employees of the Town involved in the investment process shall refrain from personal business activity that involves any of the Town's approved custodians, depositories, broker/dealers, or investment advisors and shall refrain from investing in any security issue held by the Town. Employees and officers shall not utilize investment advice concerning specific securities or classes of securities obtained in the transaction of the Town's business for personal investment decisions, shall in all respects subordinate their personal investment transactions to those of the Town particularly with regard to the timing of purchases and sales and shall keep confidential all investment advice obtained on behalf of the Town, and all transactions contemplated and completed by the Town, except when disclosure is required by law.

All Investment Officers of the Town shall file with the Texas Ethics Commission and the City Council a statement disclosing any personal business relationship with business organization seeking to sell investments to the Town or any relationship within the second degree by affinity or consanguinity to an individual seeking to sell investments to the Town.

XV. COLLATERAL REQUIREMENTS

Any and all deposits, including both principal as well as any and all interest that is directly applied to the security, shall be collateralized at the minimum margin of 102%, less applicable FDIC insurance, over the life of the security. Deposits shall be collateralized by securities listed in items "a" and "b" below, and the collateral shall be held by a third-party custodian bank approved by the Town.

- a. Direct obligations of the United States government; U.S. Treasury Bills, U.S. Treasury Notes, U.S. Treasury Bonds, and U.S. Treasury Strips (book entry U.S. Treasury securities whose coupon has been removed).
- b. Senior debt obligations issued by, guaranteed by, or for which the credit of any of the following Federal Agencies and Instrumentalities is pledged for payment: Government National Mortgage Association (GNMA), Federal National Mortgage Association (FNMA), Federal Home Loan Bank (FHLB), Federal Farm Credit Bank (FFCB), and Federal Home Loan Mortgage Corporation (FHLMC). Mortgage-backed securities are eligible as collateral, but principal-only and interest-only mortgage-backed securities and collateralized mortgage obligations (CMOs) and real estate mortgage investment conduits (REMICs) are expressly prohibited.

Consistent with the requirements of State law, the Town requires all bank and savings bank deposits to be federally insured or collateralized with eligible securities. Financial institutions serving as Town depositories will be required to sign a Security Agreement with the Town and the Town's custodian. The agreement shall define the Town's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- a. The Agreement must be in writing;
- b. The Agreement has to be executed by the Depository and the Town contemporaneously with the acquisition of the asset;
- c. The Agreement must be approved by the Board of Directors or the loan committee of the Depository and a copy of the meeting minutes must be delivered to the Town; and
- d. The Agreement must be part of the Depository's "official record" continuously since its execution.

XVI. POLICY REVISIONS

The Investment Policy and Investment Strategy Statements will be reviewed at least annually by the CFO and the City Council and may be amended as conditions warrant by the City Council.

Work Session and Regular Meeting

15.

Meeting Date: 10/09/2018

Department: City Manager

Pillars: Gold Standard for Financial Health

AGENDA CAPTION:

Consider Action on a **Resolution to Approve a Grant Funding Agreement with WaterTower Theatre and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$445,000.

BACKGROUND:

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

The WaterTower Theatre submitted an application to the Town requesting \$445,000. The requested amount includes grant funding of \$295,000 and \$150,000 in matching funds. The Organization is eligible for the additional \$150,000 in matching funds at the sole discretion and determination of the City if the Organization can demonstrate to the satisfaction of the City that it has accumulated additional funding from sources outside of the City in the amount of \$150,000 within the Term of the Agreement. The Town has reviewed and evaluated the application and determined that the non-profit organization's request set forth in the application is for a public purpose that directly enhances the Town of Addison.

The WaterTower Theatre grant funding agreement is included as Exhibit A in the attached resolution.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - WaterTower Theatre Grant Funding Agreement

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

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

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

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

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

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

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

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

Section 1. The Grant Funding Agreement between the Town and the WaterTower Theatre, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute said agreement.

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

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

Joe Chow, Mayor

ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

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

This Agreement for Grant Funding ("Agreement") is made and entered into as of the 1st day of October, 2018 by and between the Town of Addison, Texas (the "City") and WaterTower Theatre (the "Organization").

WITNESSETH:

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

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

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

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

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

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

I. TERM

The term of this Agreement shall be for a period of one year from the 1st day of October, 2018, through the 30th day of September, 2019, except as otherwise provided for herein, and subject to the earlier termination of this Agreement ("Term"). The Program, hereinafter defined, must be completed during the Term of the Agreement to the satisfaction of the City.

II. GRANT USE

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

- (a) Main Stage Season of 5 shows during the 2018-2019 Season;
- (b) Detour Festival of New Work, a 4-day event;
- (c) One (1) holiday show on the Main Stage;
- (d) Summer Performing Arts Conservatory;

- (e) After-School Drama Program;
- (f) Summer student internship program;
- (g) One (1) studio show;
- (h) ASL-interpretation for all Main Stage and Studio productions; and
- (i) Continuing education and vocational training for emerging artists.

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

January 30, 2019
April 30, 2019
July 30, 2019
October 30, 2019

III. FUNDING

For the completion of the Program as described herein, the City shall pay to the Organization the sum of no more than Two Hundred Ninety-Five Thousand and No/100 Dollars (\$295,000.00) ("Funding") as follows: fifty percent (50%) of the Funding shall be paid to the Organization within thirty (30) days of the City's execution of this Agreement, and the remaining fifty percent (50%) of the Funding shall be paid to the Organization on May 30, 2019. However, the Organization may send a written request to the Chief Financial Officer of the City for an advance of the second fifty percent (50%) distribution prior to May 30, 2019 for a compelling reason, and the Chief Financial Officer may or may not grant this request in his sole and absolute discretion. Payment is made contingent upon the Organization not then being in default of this Agreement. Funding shall not carry over into the following fiscal year. If the Organization fails to complete the Program identified herein to the satisfaction of the City within the Term, then the Organization shall return any and all unexpended Funding to the City immediately upon request, and the Organization may be ineligible for the receipt of Funding the following year.

Notwithstanding anything provided in this Section, the parties agree that the Organization is eligible for an additional One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) at the sole discretion and determination of the City if the Organization can demonstrate to the satisfaction of the City that it has accumulated additional funding from sources outside of the City in the amount of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) within the Term of this Agreement ("Matching Funds"), in accordance with the provisions of Exhibit "A," attached hereto and incorporated herein for all purposes.

IV. RESPONSIBILITY; INDEMNIFICATION

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

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

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

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

V. TERMINATION

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

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

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

VI. CONFLICT OF INTEREST

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

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

VII. ACCOUNTING

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

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

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

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

VIII. ADDITIONAL REQUIREMENTS OF THE ORGANIZATION

The Organization agrees to the following:

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

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

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

IX. INDEPENDENT CONTRACTOR

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

X. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

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

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

XI. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

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

XII. NON-DISCRIMINATION

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

XIII. LEGAL COMPLIANCE; AGREEMENT SUBJECT TO LAWS; RECITALS

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

XIV. VENUE; GOVERNING LAW

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

XV. COUNTERPARTS

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

XVI. NO WAIVER; RIGHTS CUMULATIVE

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

XVII. NOTICES

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

The City's address:

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

The Organization's address:

Ms. Joanie Schultz
WaterTower Theatre
15650 Addison Road
Addison, TX 75001

XVIII. SEVERABILITY

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

XIX. AUTHORITY TO EXECUTE AGREEMENT

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

XX. ENTIRE AGREEMENT

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

XXI. SOVEREIGN IMMUNITY

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

XXII. NO BOYCOTT ISRAEL

Pursuant to Texas Government Code Chapter 2270, Organization's execution of this Agreement shall serve as verification that the Organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

will not boycott Israel during the term of this Agreement.

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

TOWN OF ADDISON, TEXAS

WATERTOWER THEATRE

By: _____
Wesley S. Pierson, City Manager

By:  _____
Ms. Joanie Schultz, Artistic Director

Date: _____

Date: 10/3/18 _____

EXHIBIT "A"

DESCRIPTION OF "MATCHING FUNDS" AND PROCESS
FOR DISTRIBUTION OF MATCHING FUNDS
FOR WATERTOWER THEATRE
FROM HOTEL/MOTEL TAX FUNDS

For every One Dollar of Theatre Funds (as hereinafter defined) actually received by WaterTower Theatre ("WTT"), the City shall, in accordance with the provisions of this Agreement, pay to WTT Matching Funds an amount up to but not exceeding One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) for Fiscal Year 2019. In order to receive Matching Funds, WTT shall provide to the City such proof of its receipt of Theatre Funds as the City shall reasonably require. Beginning October 1, 2018, WTT may make application on or before the 15th day of every three (3) month period for distribution of Theatre Funds and the City shall pay such matching funds provided the City has received adequate proof, in the City's sole opinion, of the actual receipt of Theatre Funds by WTT as set forth in each application. The application shall be on a form provided by the City.

For the purposes of this Agreement, the term "Theatre Funds" shall mean and include the cumulative sum during the term of this Agreement of: (i) cash funds actually received by WTT from any gifts, grants, donations, or other cash contributions from any person or business entity (whether for-profit or non-profit); and (ii) that amount of funds determined by multiplying, (a) the number of 2018-2019 WTT season tickets sold by WTT on or before September 30, 2019, times (b) the average cost of a single season subscription, times (c) 25%. For purposes of this Agreement, the average cost of a single season subscription shall be \$132.00.

Work Session and Regular Meeting

11.

Meeting Date: 10/09/2018

Department: Infrastructure- Development Services

Pillars: N/A

Milestones: N/A

AGENDA CAPTION:

Hold a Public Hearing, Present, Discuss, and Consider Action on an **Ordinance to Change the Zoning on Property Located at 4141 Spring Valley Road, Currently Zoned Residential-1 (R-1) with a Special Use Permit for a Private School, to Amend the Existing Master Site Plan to Allow for Indoor Batting Cages.** Case 1784-SUP/Greenhill Batting Cages.

BACKGROUND:

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on September 18, 2018, voted to recommend approval of an ordinance changing the zoning on property located at 4141 Spring Valley Road, currently zoned Residential-1 (R-1) with a Special Use Permit for a private school, to amend the existing master site plan to allow for indoor batting cages without conditions.

Voting Aye: Catalani, Dougan, Groce, Meleky, Resnik, Souers, Wheeler

Voting Nay: none

Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: none

On: none

Against: Mike Saleuih, 4008 Sherry Lane; Bob Baumann, 4004 Sherry Lane

During the Public Hearing, two residents raised several on-going concerns related to Greenhill School. These issues related to foul balls from the baseball field, fence maintenance, un-permitted structures, trespassing, and noise. While these issues are important, staff does not believe them to be related to this request. Staff is in the process of investigating those concerns and will address any code violations. For issues that may be a nuisance to the adjacent residents, but that are not code violations, staff is facilitating a discussion between Greenhill and their neighbors to work towards an amicable resolution. Please refer to the attached staff report for additional information on this case.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance - 1784-SUP

Staff Report - 1784-SUP

Plans - 1784-SUP

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY AMENDING ORDINANCE NO. 085-035, APPROVING A SPECIAL USE PERMIT FOR A PRIVATE SCHOOL IN AN R-1 (RESIDENTIAL-1 DISTRICT), WHICH ORDINANCE HAS PREVIOUSLY BEEN AMENDED BY ORDINANCE NO. 087-043, ORDINANCE NO. 091-064, ORDINANCE NO. 094-025, ORDINANCE NO. 004-010, AND ORDINANCE NO. 013-053, IN ORDER TO AMEND THE MASTER PLAN TO PROVIDE FOR THE ADDITION OF A BUILDING FOR BATTING CAGES, FOR GREENHILL SCHOOL LOCATED AT 4141 SPRING VALLEY ROAD; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; SAVINGS, NO SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the property located at 4141 Spring Valley Road, is zoned R-1, Residential-1, with a Special Use Permit for a school; and

WHEREAS, at its regular meeting held on September 18, 2018, the Planning & Zoning Commission considered and made recommendations on a request to amend the master plan to provide for the addition of a building for batting cages (Case No.1784-SUP); and

WHEREAS, this change of zoning is in accordance with the adopted Comprehensive Plan of the Town of Addison, as amended; and

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

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

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

Section 2. That the Special Use Permit, as previously amended, for the Greenhill School located at 4141 Spring Valley Road, shall be further amended to authorize the addition of a building for batting cages subject to the following condition:

Ordinance No. _____

- (a) Prior to the issuance of a Certificate of Occupancy for the enclosed batting cages, the Property shall be improved in accordance with the site plan, floor plan, and building elevations, which are attached hereto as **Exhibit A** and made a part hereof for all purposes.

Section 3. That any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the city, as heretofore amended, and upon conviction shall be punished by a fine set in accordance with Chapter 1, General Provisions, Section 1.10, General penalty for violations of Code; continuing violations, of the Code of Ordinances for the Town of Addison.

Section 4. That it is the intention of the City Council that this ordinance be considered in its entirety, as one ordinance, and should any portion of this ordinance be held to be void or unconstitutional, then said ordinance shall be void in its entirety, and the City Council would not have adopted said ordinance if any part or portion of said ordinance should be held to be unconstitutional or void.

Section 5. That save and except as amended by this Ordinance, Ordinance No. 085-035, as previously amended, shall remain in full force and effect.

Section 6. That this Ordinance shall become effective from and after its passage and approval and after publication as may be required by law or by the City Charter or ordinance.

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

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

CASE NO: 1784-SUP/Greenhill Batting Cages

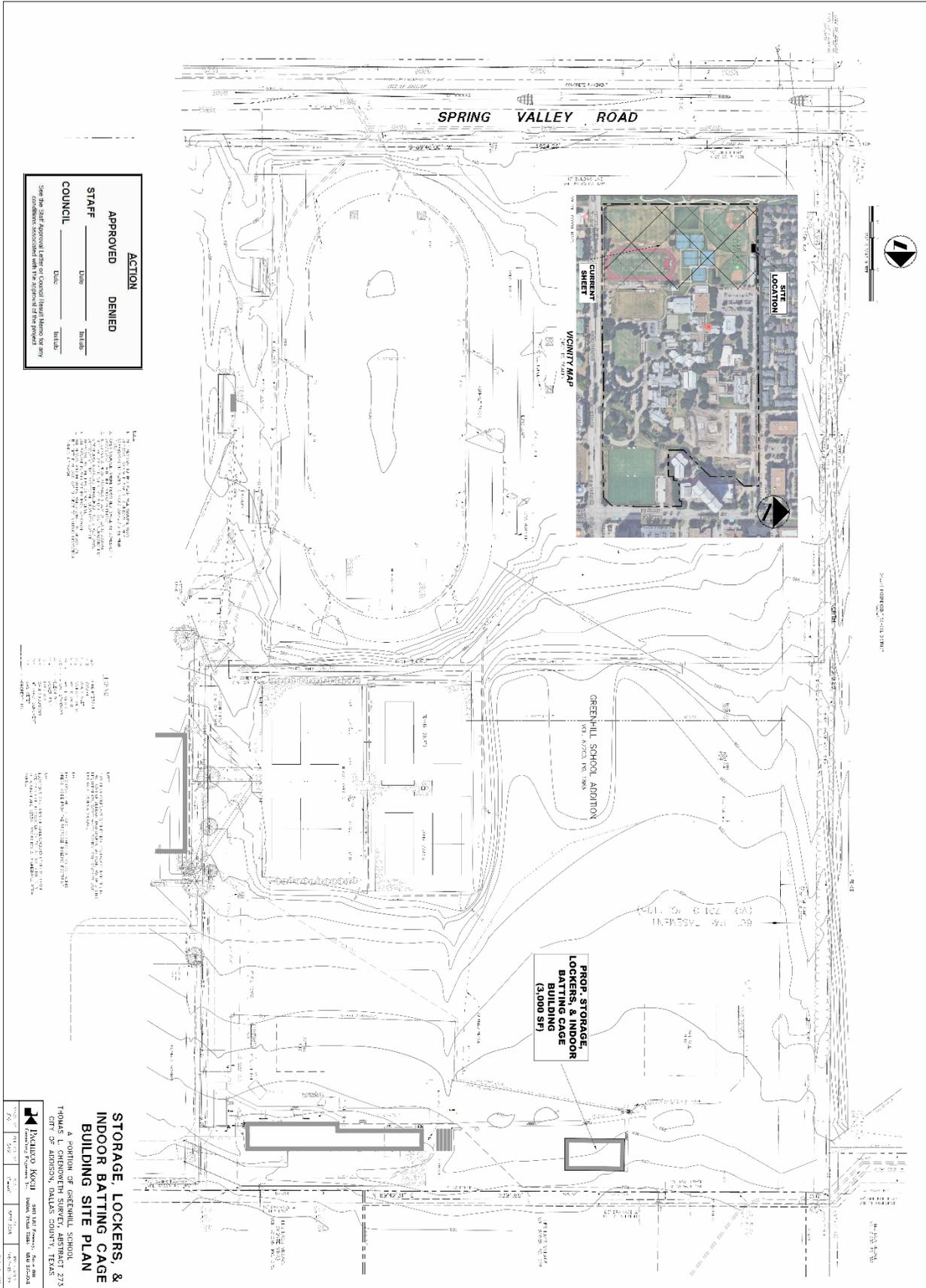
APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

PUBLISHED ON: _____

Ordinance No. _____

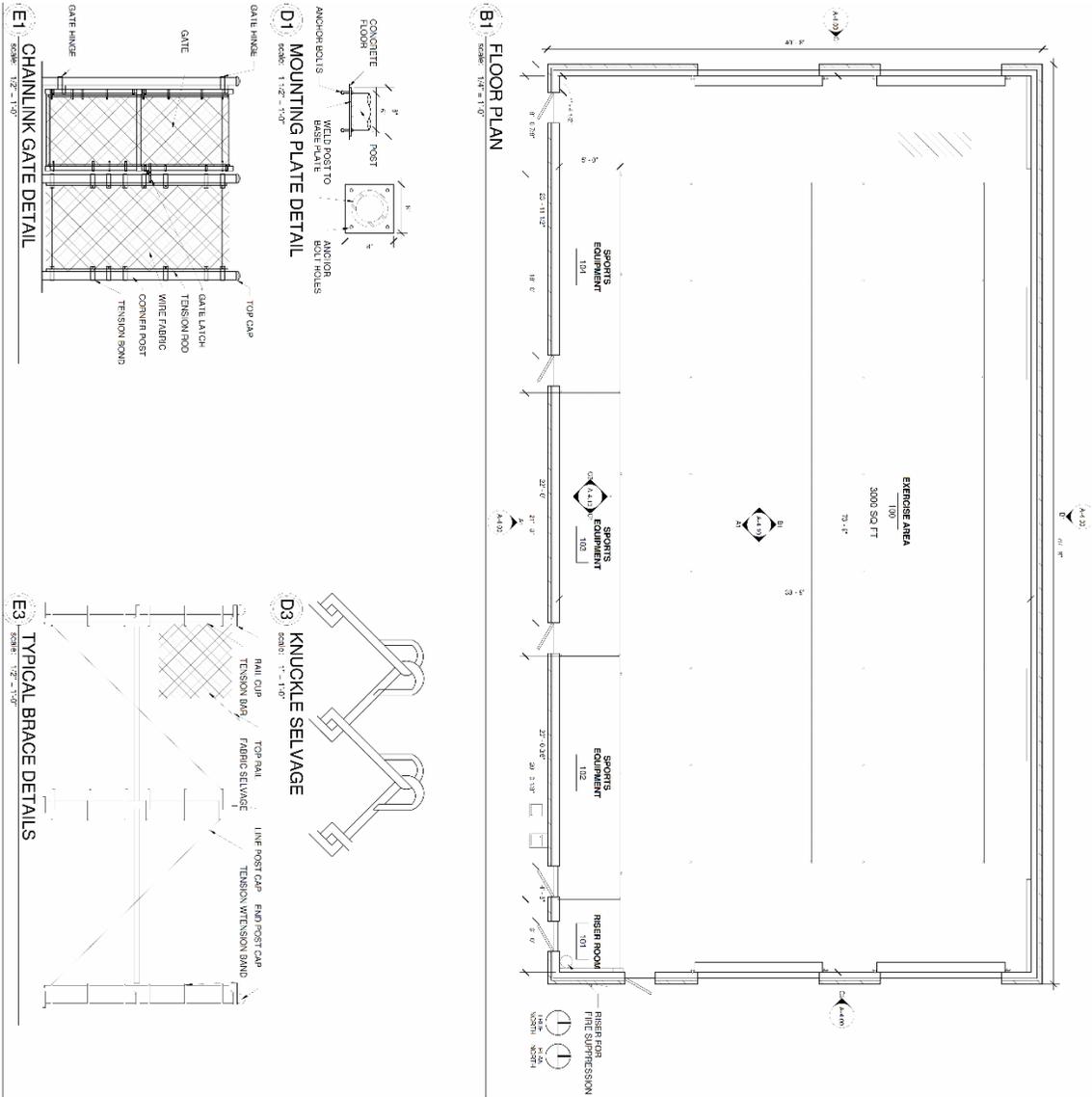
EXHIBIT A



ACTION	
APPROVED	DENIED
STAFF _____	DATE _____
COUNCIL _____	DATE _____

Check the proper Approval Letter in the Council Report column for any action taken by the Council on this application.

EXHIBIT A



GLAZING SEAM FROM TOP TO BOTTOM	RECOMMENDED MINIMUM THICKNESS FOR GLAZING SEAM FROM TOP TO BOTTOM	RECOMMENDED MINIMUM THICKNESS FOR GLAZING SEAM FROM TOP TO BOTTOM
UP TO 5 FT 11.5 IN	1 1/2" (38MM)	1 1/2" (38MM)
OVER 5 FT 11.5 IN UP TO 8 FT 2.5 IN	3/4" (19MM)	3/4" (19MM)
OVER 8 FT 2.5 IN UP TO 9 FT 7.5 IN	1 1/4" (32MM)	1 1/4" (32MM)
OVER 9 FT 7.5 IN UP TO 12 FT 5.5 IN	5/8" (16MM)	5/8" (16MM)
OVER 12 FT 5.5 IN UP TO 14 FT 11.5 IN	3/4" (19MM)	3/4" (19MM)
OVER 14 FT 11.5 IN UP TO 16 FT 7.5 IN	7/8" (22MM)	7/8" (22MM)
OVER 16 FT 7.5 IN UP TO 18 FT 3.5 IN	1" (25MM)	1" (25MM)

TABLE SHALL BE UTILIZED AS A GUIDE ONLY. GC SHALL CONSULT GLASS VENDOR TO ENSURE ADEQUATE CLASSIFICATION IS MAINTAINED THROUGHOUT PROJECT. ALL DIMENSIONS SHALL BE IN INCHES AND SHOWN AS REQUIRED BY NATIONAL AND LOCAL CODES.

- ### GENERAL PLAN NOTE 5
- DRAWING BASED ON INFORMATION PROVIDED BY CLIENT. VERIFY ALL EXISTING DIMENSIONS PRIOR TO START OF WORK.
 - ONE SET OF FINAL PERMITTED DRAWINGS SHALL BE KEPT ON SITE AND AVAILABLE FOR CHECKS AT ALL TIMES DURING CONSTRUCTION.
 - ALL WORK SHALL BE SCHEDULED THROUGH THE BUILDING DEPARTMENT AND COORDINATED WITH ALL OTHERS INVOLVED WITH FACILITY OPERATIONS.
 - ALL CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
 - IF THERE ARE ANY DISCREPANCIES OR CONFLICTS IN THE DRAWINGS, THE ARCHITECT SHALL BE CONTACTED IMMEDIATELY.
 - REFER TO MEP ENGINEERS PLANS FOR MECHANICAL, ELECTRICAL AND PLUMBING DESIGN AND DOCUMENTATION.
 - ALL ITEMS SCHEDULED TO BE REUSED SHALL BE REUSED AND MAINTAINED TO A "LIKE NEW" CONDITION, NO REPAIRS ALLOWED.

sheet number
A-3.00
project number
18036

job phase: 303
drawn by: 003
reviewed by: CT
sheet title
floor plan

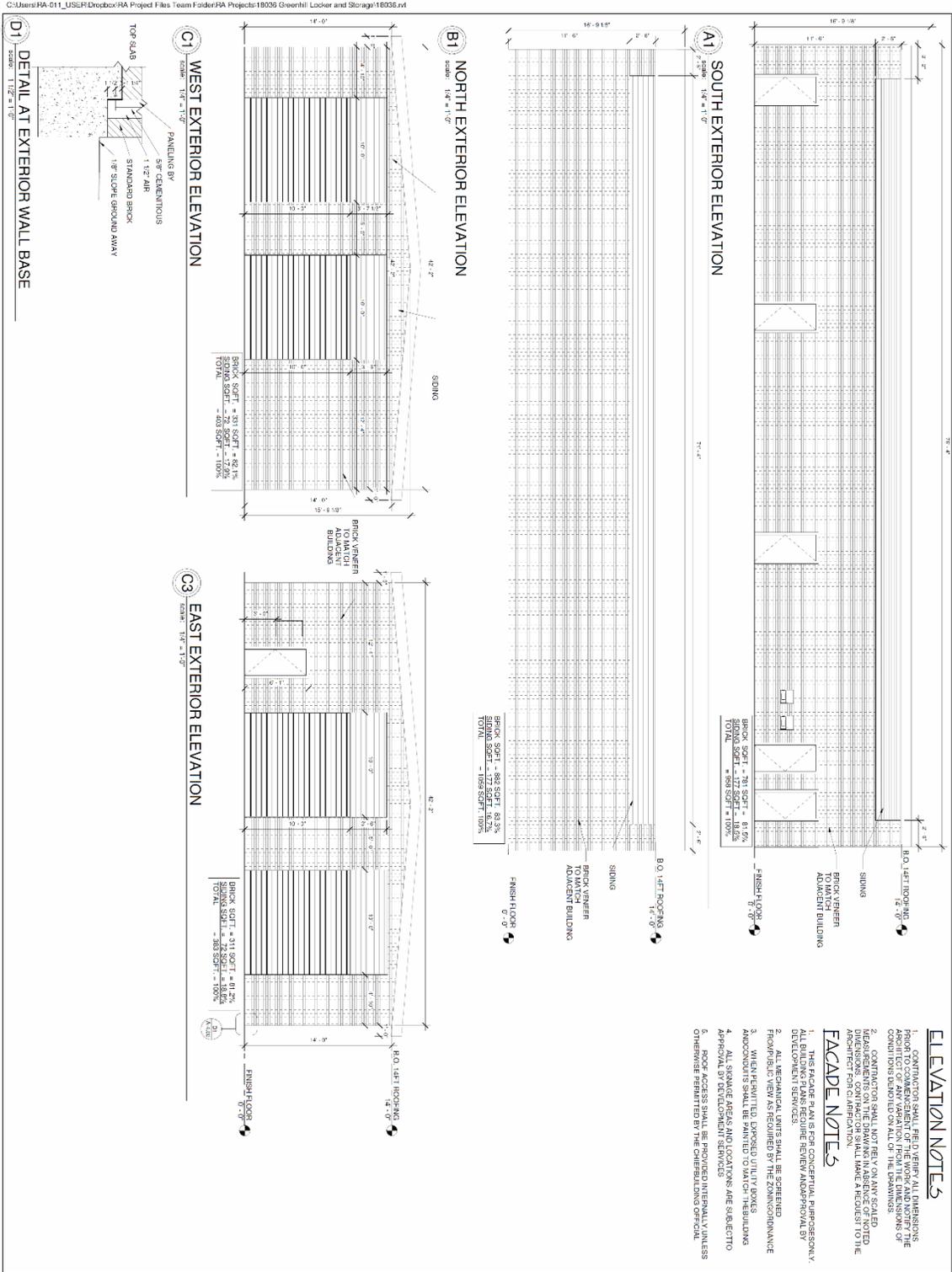
CLIENT: GREENHILL
PROJECT NAME AND ADDRESS
**GREENHILL
BATTLING CAGES**
4111 SPRING VALLEY ROAD
ADDISON, TEXAS, 75001

start date
document issues
date revision
2018.10.05 OWNER REV
2018.06.22 OWNER REV
2018.08.16 PERMIT

state license #20313
2018/06/16
JERAMIE ATILFICIAL
architect of record
www.atilficial.com | 514.919.4414
1801 Park Meadows, Dallas, TX



EXHIBIT A



job phase: SD
 drawn by: JH
 reviewed by: JH
 sheet title: exterior elevations/ in-line elevations
 sheet number: A-4.00
 project number: 18036

CLIENT: GREENHILL
 PROJECT NAME AND ADDRESS:
**GREENHILL
 BATTING CAGES**
 4141 SPRING VALLEY ROAD
 ADDISON, TEXAS, 75001

start date	document	revision	OWNER REV.
2018.10.05	PERMIT	01	
2018.06.22	OWNER REV.	02	
2018.08.09	COM. PLAN	03	

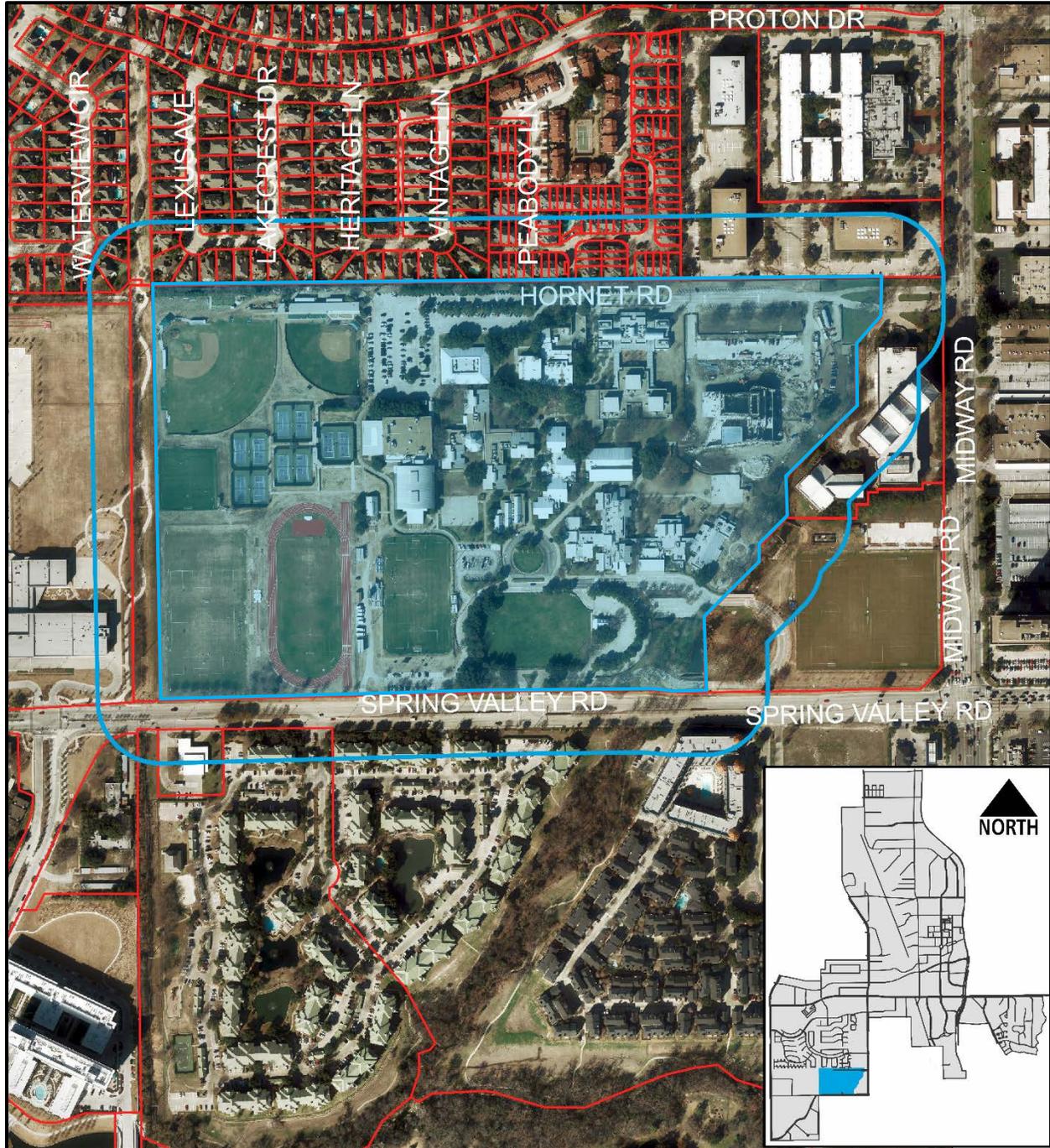
20180905
 State License #20313
 1901 Pacific Boulevard, Dallas, TX
 www.mhfiarch.com 214-919-4414
 architect of record
 jernmie mfluencia



1784-SUP

PUBLIC HEARING Case 1784-SUP/Greenhill Batting Cages. Public hearing, discussion, and take action on a recommendation regarding an ordinance changing the zoning on property located at 4141 Spring Valley Road, currently zoned Residential-1 (R-1) with a Special Use Permit for a private school, to amend the existing master site plan to allow for indoor batting cages.

LOCATION MAP



**INFRASTRUCTURE &
DEVELOPMENT SERVICES**

16801 Westgrove Drive
Addison, TX 75001

P.O. Box 9010
Addison, TX 75001

phone: 972.450.2880
fax: 972.450.2837

ADDISONTEXAS.NET

**IT ALL COMES
TOGETHER.**



September 13, 2018

STAFF REPORT

RE: Case 1784-SUP/Greenhill Batting Cages
LOCATION: 4141 Spring Valley Road
REQUEST: Approval of a zoning change to amend the existing master site plan to allow the construction of a new building for indoor batting cages.
APPLICANT: Mike Willis, Greenhill School

DISCUSSION:

Background: Greenhill School has been in Addison since 1960, located within the Residential-1 (R-1) zoning district. Since it is a school, it requires a Special Use Permit (SUP). The SUP has been amended six times over the years to provide for revised development plans and additional uses.

The school encompasses multiple buildings and athletic fields, primarily located along the southern portion of the property. However, there are two baseball fields and outdoor batting cages located along the northern property line, abutting three residential neighborhoods. The school has worked diligently over the past years in order to alleviate any nuisances caused by this close proximity. More recently, Greenhill received complaints about the noise created by the outdoor batting cages. Therefore, in an effort to be a good neighbor, the school is proposing to enclose the batting cages.

Proposed Plans: The applicant is proposing to build a one-story, 3,000 square foot building over the existing foundation to enclose the two batting cages. Such action requires a rezoning process to amend the existing SUP master site plan to include this new building.

Exterior Facades: The submitted plans show the building as primarily constructed from brick. All exterior facades meet the 80% masonry requirement.

The applicant is not proposing to make any other changes to the site, therefore there is no impact on landscaping or paving areas.

RECOMMENDATION: APPROVAL

Given some of the past issues between Greenhill and the adjacent residential neighborhoods, staff supports the applicant's continued efforts to address noise concerns. Staff believes that this is a reasonable request and recommends approval of the proposed amendment to the master site plan in order to construct a one-story 3,000 square foot building for indoor batting cages.



Case 1784-SUP/Greenhill Batting Cages

September 18, 2018

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on September 18, 2018, voted to recommend approval of an ordinance changing the zoning on property located at 4141 Spring Valley Road, currently zoned Residential-1 (R-1) with a Special Use Permit for a private school, to amend the existing master site plan to allow for indoor batting cages without conditions.

Voting Aye: Catalani, Dougan, Groce, Meleky, Resnik, Souers, Wheeler

Voting Nay: none

Absent: none

SPEAKERS AT THE PUBLIC HEARING:

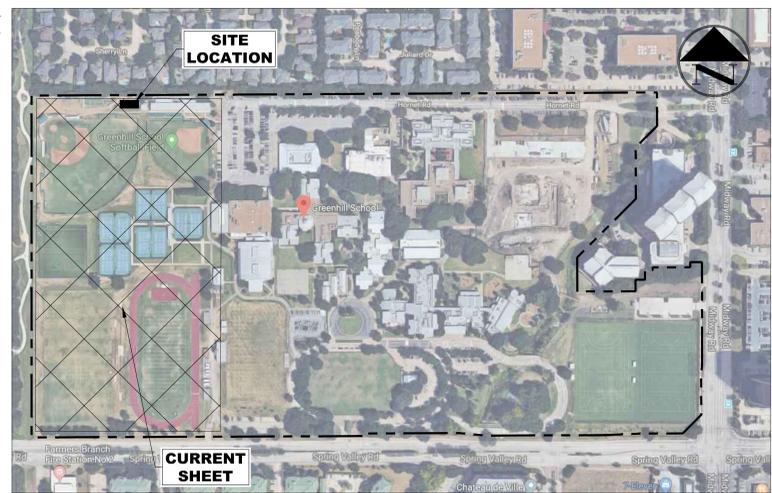
For: none

On: none

Against: Mike Saleuih, 4008 Sherry Lane; Bob Baumann, 4004 Sherry Lane



GRAPHIC SCALE IN FEET
0 20 40 60 80 100



CITY OF ADDISON
CITY OF FARMERS
BRANCH

SPRING VALLEY ROAD

GREENHILL SCHOOL ADDITION
VOL. 87200, PG. 1886

PROP. STORAGE,
LOCKERS, & INDOOR
BATTING CAGE
BUILDING
(3,000 SF)

LES LACS VILLAGE
VOL. 81038, PG. 328

LES LACS VILLAGE
VOL. 81038, PG. 328

LES LACS VILLAGE
(MONTE WINA)
VOL. 81038, PG. 328

ACTION		
APPROVED	DENIED	
STAFF	Date	Initials
COUNCIL	Date	Initials

See the Staff Approval Letter or Council Result Memo for any conditions associated with the approval of the project.

- NOTE**
- ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
 - OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 - BUILDINGS WITH AN AGGREGATE SUM OF 3,000 SQUARE FEET OR GREATER ON A LOT SHALL HAVE AUTOMATIC FIRE SPRINKLERS INSTALLED THROUGHOUT ALL STRUCTURES. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
 - ALL SIGNAGE IS SUBJECT TO TOWN APPROVAL.
 - ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING INSPECTION DIVISION APPROVAL.

- LEGEND**
- PH - FIRE HYDRANT
 - WH - MANHOLE
 - GI - GRATE INLET
 - CV - CONTROL VALVE
 - WV - WATER VALVE
 - WM - WATER METER
 - LS - LIGHT STANDARD
 - CO - CLEAN OUT
 - PP - POWER POLE
 - HB - HOSE BIB
 - WF - WATER FOUNTAIN
 - CM - 4" CONC. MONUMENT
 - GM - GAS METER
 - - PROPERTY LINE

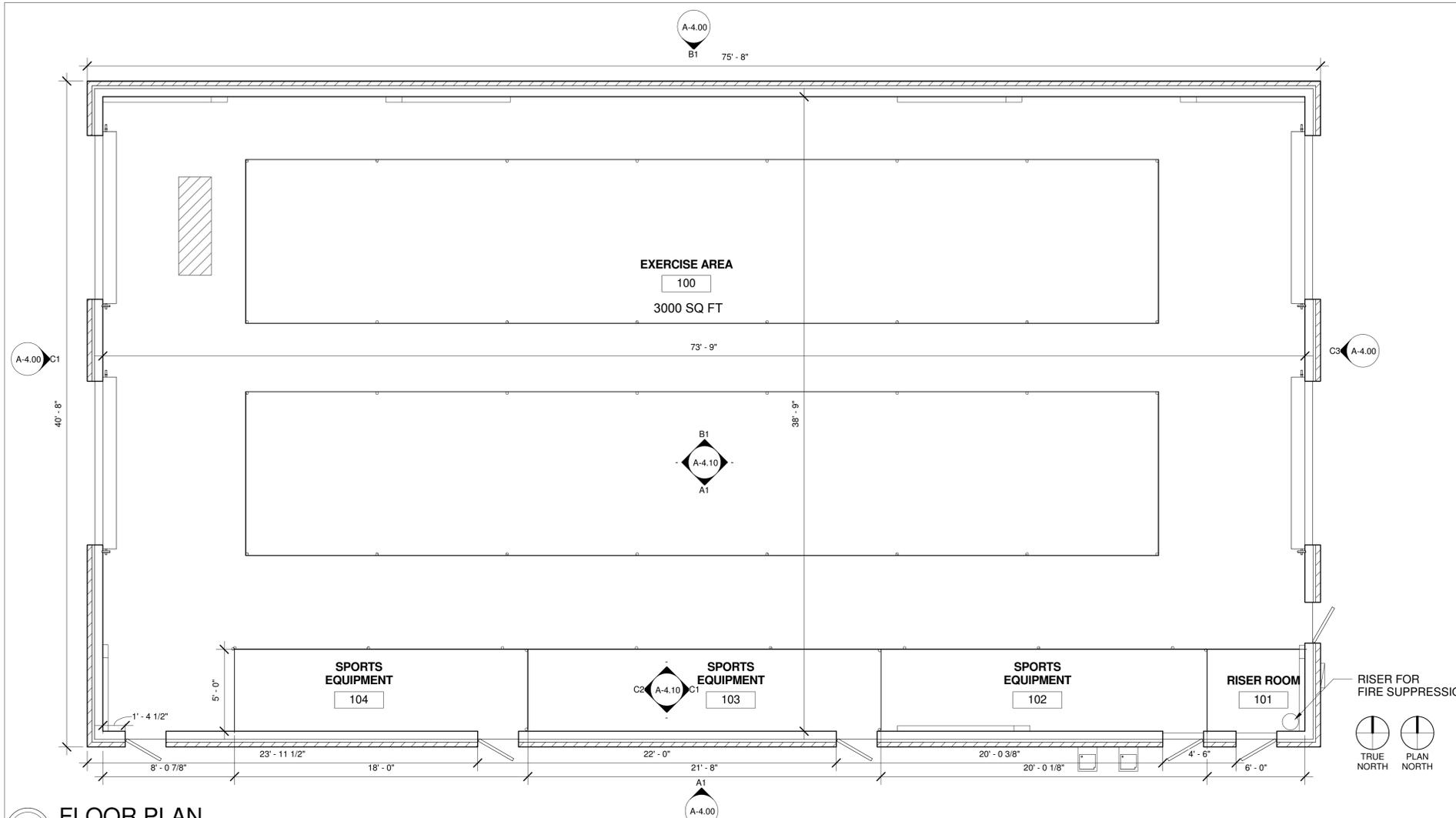
- NOTE**
- THIS PLAN CONFORMS WITH DESIGN STANDARDS INCLUDED IN THE TOWN OF ADDISON TRANSPORTATION PLAN, WATER SYSTEM REQUIREMENTS, WASTE WATER SYSTEM REQUIREMENTS, AND DRAINAGE CRITERIA MANUAL.
- NOTE**
- NO CHANGES WILL BE MADE TO LANDSCAPING OR PAWING AREAS, ASIDE FROM THE PROPOSED BUILDING FOOTPRINT.
- NOTE**
- LOCATIONS AND SIZES OF UNDERGROUND UTILITIES SHOWN ARE BASED ON INFORMATION ON FILE AT GREENHILL, CITY OF ADDISON AND VERBAL DISCUSSION WITH GREENHILL PERSONNEL.

STORAGE, LOCKERS, & INDOOR BATTING CAGE BUILDING SITE PLAN

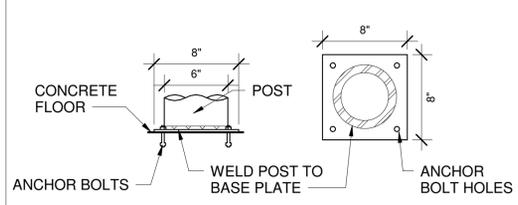
A PORTION OF GREENHILL SCHOOL
THOMAS L. CHENOWETH SURVEY, ABSTRACT 273
CITY OF ADDISON, DALLAS COUNTY, TEXAS

PACHECO KOCH
Consulting Engineers, Inc. 9401 LBJ Freeway, Suite 300
Dallas, Texas 75243 (214) 235-3031

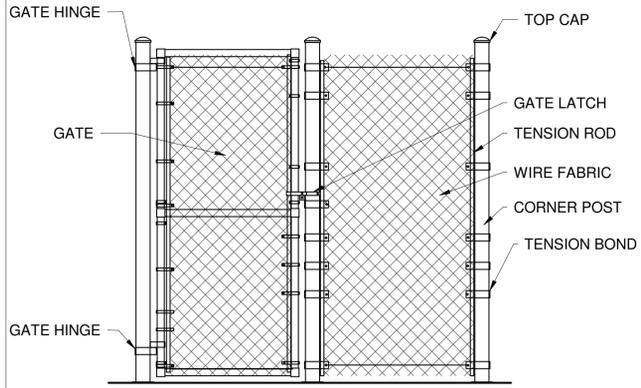
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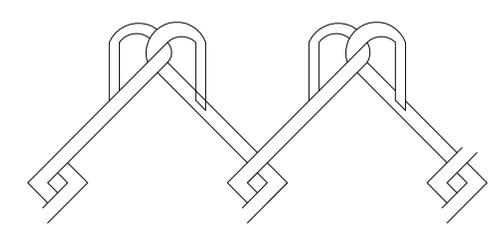
B1 FLOOR PLAN
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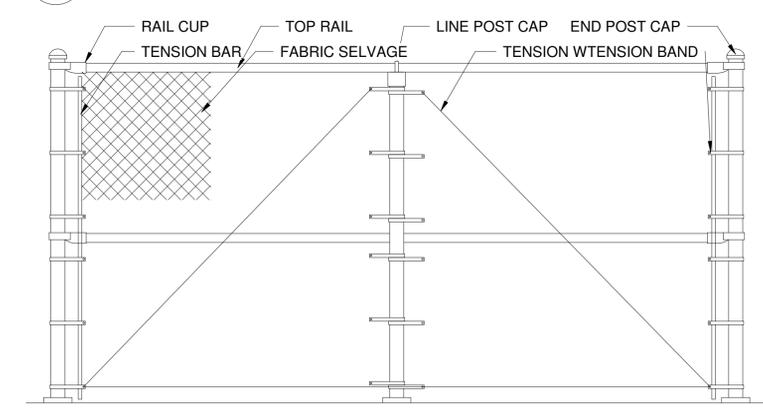
D1 MOUNTING PLATE DETAIL
scale: 1 1/2" = 1'-0"



E1 CHAINLINK GATE DETAIL
scale: 1/2" = 1'-0"



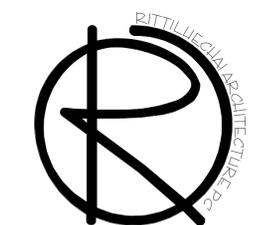
D3 KNUCKLE SELVAGE
scale: 1" = 1'-0"



E3 TYPICAL BRACE DETAILS
scale: 1/2" = 1'-0"

GENERAL PLAN NOTES

- DRAWING BASED ON INFORMATION PROVIDED BY WITH LIMITED FIELD VERIFICATION. G.C. SHALL FIELD VERIFY ALL EXISTING DIMENSIONS PRIOR TO START OF WORK.
- ONE SET OF FINAL PERMITTED DRAWINGS SHALL BE KEPT ON SITE AND AVAILABLE FOR CHECKING AT ALL TIMES DURING CONSTRUCTION.
- ALL WORK SHALL BE SCHEDULED THROUGH THE BUILDING OWNER PLANNING COORDINATOR SO THAT IT DOES NOT INTERFERE WITH FACILITY OPERATIONS.
- ALL CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE AND GOVERNING CODES AND AUTHORITIES (AHJ).
- IF THERE ARE ANY DISCREPANCIES OR CONFLICTS IN THE CONSTRUCTION DOCUMENTS THE CONTRACTOR SHALL CONTACT THE ARCHITECT IN WRITING FOR CLARIFICATION.
- REFER TO MEP ENGINEERS PLANS FOR MECHANICAL, ELECTRICAL AND PLUMBING DESIGN AND DOCUMENTATION.
- ALL ITEMS SCHEDULED TO BE REUSED SHALL BE REFURBISHED AND MAINTAINED TO A "LIKE NEW" CONDITION. NO EXCEPTIONS.



16601 Rustic Meadows | Dallas, TX
www.rittiluechai.com | 214-919-4414

architect of record
jeramie rittiluechai



2018.08.16
state license #20315

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start date	document issues	revision
2018.10.05	OWNER REV	
2018.06.22	OWNER REV	
2018.08.16	PERMIT	

CLIENT: GREENHILL
PROJECT NAME AND ADDRESS
GREENHILL
BATTING CAGES
4141 SPRING VALLEY ROAD
ADDISON, TEXAS, 75001

job phase: SD
drawn by: GG
reviewed by: CT

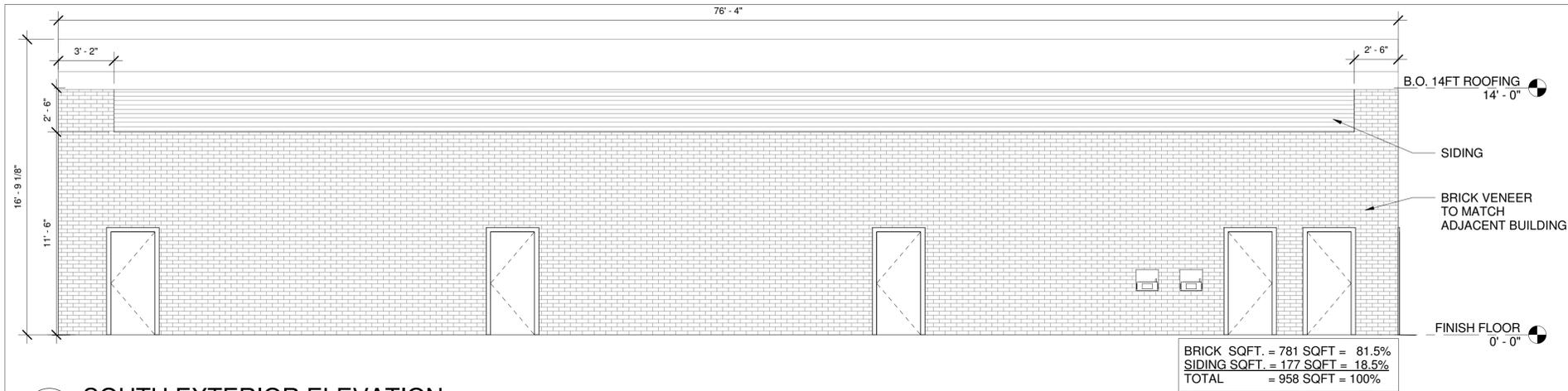
sheet title
floor plan

sheet number
A-3.00
project number
18036

RECOMMENDED MINIMUM THICKNESS FOR FULLY TEMPERED GLASS	
GLAZING SPAN FROM TOP TO BOTTOM	RECOMMENDED MIN. THICKNESS
UP TO 5 FT (1.5M)	1/4" (6MM)
OVER 5 FT (1.5M) UP TO 8 FT (2.4M)	3/8" (10MM)
OVER 8 FT (2.4M) UP TO 10 FT (3.0M)	1/2" (12MM)
OVER 10 FT (3.0M) UP TO 12 FT (3.6M)	5/8" (16MM)
OVER 12 FT (3.6M) UP TO 14 FT (4.2M)	3/4" (19MM)
OVER 14 FT (4.2M) UP TO 16 FT (4.8M)	7/8" (22MM)
OVER 16 FT (4.8M) UP TO 18 FT (5.5M)	1" (25MM)
OVER 18 FT (5.5M)	NOT RECOMMENDED

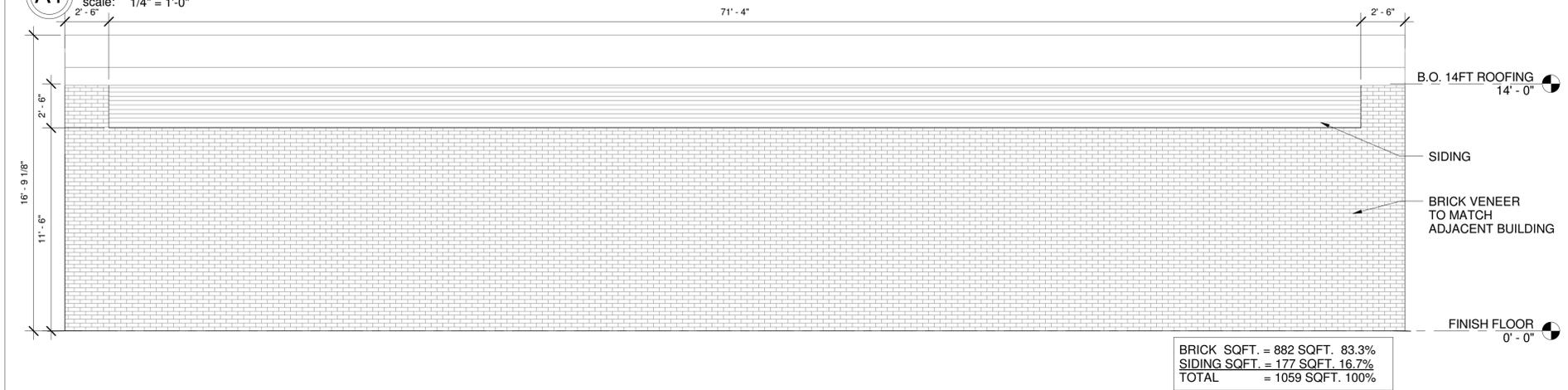
TABLE SHALL BE UTILIZED AS A GUIDE ONLY. GC SHALL CONSULT GLASS VENDOR TO ENSURE ADEQUATE GLASS THICKNESS TO AVOID TREMBLE AND SHIMMER. ALL DEFLECTIONS SHALL BE WITHIN TOLERANCES DICTATED BY NATIONAL AND LOCATION CODES.

8/28/2018 7:46:06 PM C:\Users\IRA-011\USERIDropbox\IRA Project Files Team Folder\RA Projects\18036 Greenhill Locker and Storage\18036.rvt



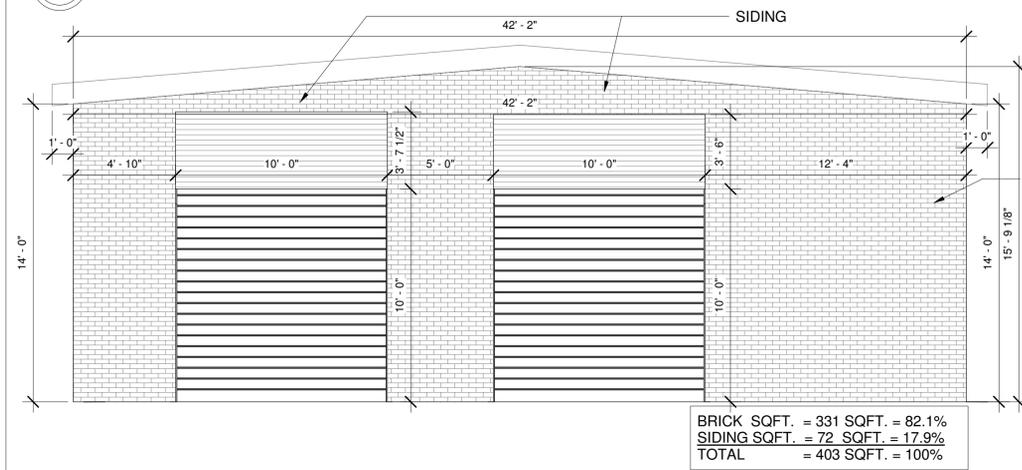
BRICK SQFT. = 781 SQFT = 81.5%
 SIDING SQFT. = 177 SQFT = 18.5%
 TOTAL = 958 SQFT = 100%

A1 SOUTH EXTERIOR ELEVATION
 scale: 1/4" = 1'-0"



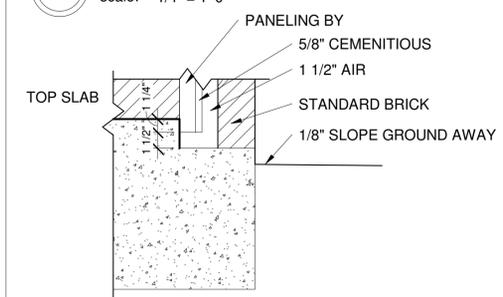
BRICK SQFT. = 882 SQFT. 83.3%
 SIDING SQFT. = 177 SQFT. 16.7%
 TOTAL = 1059 SQFT. 100%

B1 NORTH EXTERIOR ELEVATION
 scale: 1/4" = 1'-0"

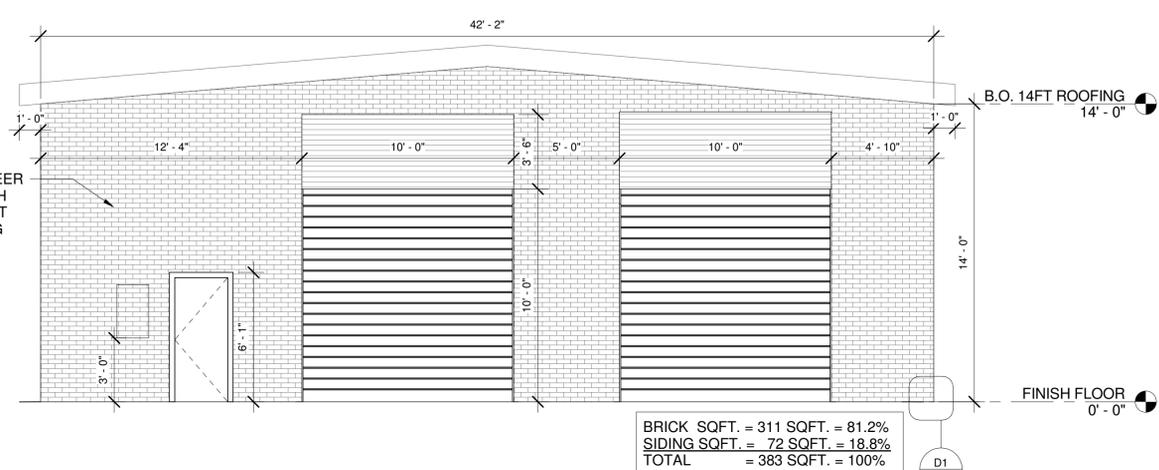


BRICK SQFT. = 331 SQFT. = 82.1%
 SIDING SQFT. = 72 SQFT. = 17.9%
 TOTAL = 403 SQFT. = 100%

C1 WEST EXTERIOR ELEVATION
 scale: 1/4" = 1'-0"



D1 DETAIL AT EXTERIOR WALL BASE
 scale: 1 1/2" = 1'-0"



BRICK SQFT. = 311 SQFT. = 81.2%
 SIDING SQFT. = 72 SQFT. = 18.8%
 TOTAL = 383 SQFT. = 100%

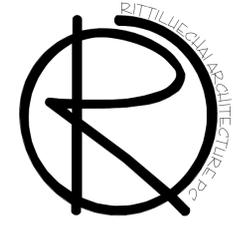
C3 EAST EXTERIOR ELEVATION
 scale: 1/4" = 1'-0"

ELEVATION NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS PRIOR TO COMMENCEMENT OF THE WORK AND NOTIFY THE ARCHITECT OF ANY VARIATION FROM THE DIMENSIONS OF CONDITIONS DENOTED ON ALL OF THE DRAWINGS.
2. CONTRACTOR SHALL NOT RELY ON ANY SCALED MEASUREMENTS ON THE DRAWING IN ABSENCE OF NOTED DIMENSIONS. CONTRACTOR SHALL MAKE A REQUEST TO THE ARCHITECT FOR CLARIFICATION.

FACADE NOTES

1. THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.
2. ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE.
3. WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
4. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES.
5. ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL.



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 www.rittluechai.com | 214-919-4414

architect of record
 jeramie rittluechai



2018.09.05
 state license #20313

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start date	document issues	revision	date	date
		OWNER REV	2018.10.05	
		OWNER REV	2018.06.22	
		PERMIT	2018.08.16	
		COM. PLAN.	2018.09.05	

ACTION	
APPROVED	DENIED
STAFF	DATE
COUNCIL	DATE

CLIENT: GREENHILL
 PROJECT NAME AND ADDRESS
GREENHILL
BATTING CAGES
 4141 SPRING VALLEY ROAD
 ADDISON, TEXAS, 75001

job phase: SD
 drawn by: GG
 reviewed by: JR

sheet title
 exterior
 elevations/
 in-line
 elevations

sheet number
A-4.00
 project number
18036