



**REGULAR MEETING
OF THE CITY COUNCIL**

May 16, 2022

**ADDISON TOWN HALL
5300 BELT LINE ROAD, DALLAS, TX 75254**

6:00 PM REGULAR MEETING

Notice is hereby given that the Addison City Council will conduct a Regular Meeting on Monday, May 16, 2022 at Addison Town Hall. A quorum of the governing body will be physically present at the foregoing location. Email comments may be sent to: iparker@addisontx.gov by 3:00 pm the day of the meeting. The meeting will be live streamed on Addison's website at: www.addisontexas.net.

Call Meeting to Order

Pledge of Allegiance

REGULAR MEETING

**Announcements and Acknowledgments Regarding Town and Council
Events and Activities**

Discussion of Meetings / Events

Public Comment

The City Council invites citizens to address the City Council on any matter, including items on the agenda, except public hearings that are included on the agenda. Comments related to public hearings will be heard when the specific hearing starts. Citizen comments are limited to three (3) minutes, unless otherwise required by law. To address the Council, please fill out a City Council Appearance Card and submit it to a staff member prior to the Public Comment item on the agenda. The Council is not permitted to take any action or discuss any item not listed on the agenda. The Council may choose to place the item on a future agenda.

Election Items

1. Present, Discuss, and Consider Action on an **Ordinance Canvassing the Returns of the May 7, 2022 General Election for Three (3) Council Members.**
 2. Presentation to **Outgoing Council Members Paul Walden and Marlin Willesen.**
 3. Administer the **Oath of Office to the Three (3) Council Members Elected at the May 7, 2022 General Election.**
 4. Present **Certificates of Election to the Three (3) Council Members Elected at the May 7, 2022 General Election.**
 5. Present, Discuss, and Consider Action on **Nominations and Appointment of the Mayor Pro-Tempore and Deputy Mayor Pro-Tempore.**
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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.

6. Consider Action on **Change Order #2 to Jacobs Engineering Group Inc. for the Keller Springs Road and Airport Parkway Design Projects and Authorize the City Manager to Execute the Change Order** in an Amount Not to Exceed \$135,110.

7. Consider Action to **Reject Bids Received in Response to Bid #22-72 for Bella Lane North Connector – Vitruvian Park Public Infrastructure Project.**
 8. Consider Action on a **Resolution Denying Oncor Electric Delivery Company LLC's Application for Approval of a Distribution Cost Recovery Factor.**
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Regular Items

9. Hold a Public Hearing, Present, Discuss, and Consider Action on an **Ordinance Approving a Special Use Permit (SUP) for Property Located at 5280 Belt Line Road that is Currently Zoned Local Retail (LR), to Allow a Portion of the Building to be Used as a Restaurant.** Case 1847-SUP/5280 Belt Line Road (Sweetgreen).
 10. Hold a Public Hearing, Present, Discuss, and Consider Action on an **Ordinance Approving a Special Use Permit (SUP) for Property Located at 5280 Belt Line Road that is Currently Zoned Local Retail (LR), to Allow a Portion of the Building to be used as a Restaurant with the Sale of Alcoholic Beverages for On-Premises and Off-Premises Consumption.** Case 1848-SUP/5280 Belt Line Road (Postino).
 11. Present, Discuss, and Consider Action on an **Ordinance Granting a Meritorious Exception to Chapter 62 of the Code of Ordinances for Jakes Burgers, a Restaurant Located at 14920 Midway Road, to Exceed the Permitted Maximum Letter Height for an Attached Commercial Tenant Identification Sign.** Case MR2022-06/Jakes Burgers.
 12. Present and Discuss the **Proposed 2022 General Obligation Bonds and 2022 Certificates of Obligation.**
 13. Present and Discuss the **Finance Department Quarterly Financial Report of the Town of Addison for the Fiscal Year 2022 Second Quarter Ended March 31, 2022.**
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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.

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

POSTED BY: _____
Irma G. Parker, City Secretary

DATE POSTED: Thursday, May 12, 2022

TIME POSTED: 7:50PM

DATE REMOVED FROM BULLETIN BOARD: _____

REMOVED BY: _____

Council Meeting

1.

Meeting Date: 05/16/2022

Department: City Secretary

AGENDA CAPTION:

Present, Discuss, and Consider Action on an **Ordinance Canvassing the Returns of the May 7, 2022 General Election for Three (3) Council Members.**

BACKGROUND:

An election was ordered for and held on Saturday, May 7, 2022 for the purpose of electing three (3) Council Members to serve a two-year term ending in May 2024.

This agenda item consists of the presentation, consideration and action on an Ordinance of the Town of Addison, Texas canvassing the returns and declaring the results of the Saturday, May 7, 2022 General Election for the Elected Office of three (3) Council Members. The attached ordinance does not contain the final tally of votes because the Dallas County Elections Office had not released them at the time of posting for this agenda. The Canvassing Ordinance will be updated after these numbers are available. The UNOFFICIAL TOTALS are shown below:

	Vote Total (Unofficial)
Guillermo Quintanilla	681
Randy Smith	253
Darren Gardener	662
Eileen Resnik	693

RECOMMENDATION:

Administration recommends approval.

Attachments

Draft Ordinance - Canvassing May 2022 Election

ORDINANCE NO. 022-___

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, CANVASSING AND DECLARING THE RESULTS OF THE GENERAL ELECTION OF OFFICERS HELD ON MAY 7, 2022 FOR THE PURPOSE OF ELECTING THREE (3) COUNCIL MEMBERS FOR A TWO (2) YEAR TERM OF OFFICE EACH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas (the "City") heretofore ordered and called a general election to be held on the 7th day of May 2022 within the City for the purpose of electing three Council Members for a two (2) year term of office each (the "Election"); and

WHEREAS, notice of the Election was given pursuant to and in accordance with applicable law, and the Election was duly and lawfully conducted and held on May 7, 2022, and the returns of the Election have been delivered in accordance with law to the City Council as the canvassing authority for the Election.

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

SECTION 1. The above and foregoing recitals to this Ordinance are true and correct and are incorporated herein and made a part of this Ordinance for all purposes.

SECTION 2. Canvass of General Election

- A. A tabulation of the returns of the general election of officers of the City held on May 7, 2022, called and ordered for the purpose of electing three Council Members for a two (2) year term of office each, is attached hereto as Exhibit A and incorporated herein and made a part hereof for all purposes. A summary of the said tabulation of returns for the general election set forth in the attached Exhibit A, showing the total votes received by each of the candidates, is as follows:

CANDIDATE	TOTAL VOTES
Guillermo Quintanilla	
Randy Smith	
Darren Gardner	
Eileen Resnik	

- B. In accordance with the foregoing and pursuant to applicable law, including the Texas Election Code and the City's Home Rule Charter, the City Council finds, determines and declares the results of said general election to be that:

Guillermo Quintanilla, Darren Gardner, and Eileen Resnik were duly elected to a two-year term on the Addison City Council.

SECTION 3. Severability. The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance is held invalid or unconstitutional by the final, valid judgment or decree of a Court

of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4. Effective Date. This Ordinance shall take effect immediately from and after its passage and approval.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS on second and final reading on this the **16th** day of **MAY** 2022.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma G. Parker, City Secretary

EXHIBIT A

DRAFT

Council Meeting

2.

Meeting Date: 05/16/2022

Department: City Secretary

AGENDA CAPTION:

Presentation to **Outgoing Council Members Paul Walden and Marlin Willesen.**

BACKGROUND:

Mayor Chow will make a presentation to outgoing Council Members Paul Walden and Marlin Willesen on behalf of the Town of Addison.

RECOMMENDATION:

N/A

Council Meeting

3.

Meeting Date: 05/16/2022

Department: City Manager

AGENDA CAPTION:

Administer the Oath of Office to the Three (3) Council Members Elected at the May 7, 2022 General Election.

BACKGROUND:

The Texas Constitution prescribes a written statement that all elected city officers must sign and an oath that all elected city officers must take before they enter upon the duties of their offices. These actions are to occur after the election is canvassed.

The City Secretary will announce that the written statements have been completed. This agenda item will fulfill the oath requirement.

RECOMMENDATION:

N/A

Council Meeting

4.

Meeting Date: 05/16/2022

Department: City Secretary

AGENDA CAPTION:

Present **Certificates of Election to the Three (3) Council Members Elected at the May 7, 2022 General Election.**

BACKGROUND:

This agenda item fulfills the requirements to issue a certificate of election to the three (3) Council Members elected during the May 7, 2022 General Election.

RECOMMENDATION:

N/A

Council Meeting

5.

Meeting Date: 05/16/2022

Department: City Secretary

AGENDA CAPTION:

Present, Discuss, and Consider Action on **Nominations and Appointment of the Mayor Pro-Tempore and Deputy Mayor Pro-Tempore.**

BACKGROUND:

This agenda items fulfills the Home Rule Charter requirement to select a Mayor Pro-Tempore and a Deputy Mayor Pro-Tempore. Pursuant to Home Rule Chapter Section 2.07, the Council shall elect from among the Council Members a Mayor Pro-Tempore who shall perform the duties of Mayor in case of the absence or disability of the Mayor and the Deputy Mayor Pro-Tempore who shall serve as Mayor Pro-Tempore in the absence or disability of the Mayor Pro-Tempore.

RECOMMENDATION:

N/A

Council Meeting

6.

Meeting Date: 05/16/2022

Department: Infrastructure- Development Services

Pillars: Excellence in Transportation Systems

Milestones: Improve all modes of transportation with infrastructure in an acceptable condition and well maintained

AGENDA CAPTION:

Consider Action on Change Order #2 to Jacobs Engineering Group Inc. for the Keller Springs Road and Airport Parkway Design Projects and Authorize the City Manager to Execute the Change Order in an Amount Not to Exceed \$135,110.

BACKGROUND:

The purpose of this item is to approve Change Order #2 to the professional engineering services agreement with Jacobs Engineering Group Inc. (Jacobs) for the Keller Springs Road and Airport Parkway Design Projects in the amount of \$135,110.

City Council awarded the design for the Keller Springs Road and Airport Parkway projects to Jacobs in December 2019. Change Order #1 was executed by staff in November of 2021 to add 189 additional days to the design contract for unanticipated delays in design and to reduce parking spaces lost during property acquisitions. Complete detail of these changes can be found in the attached Change Order #1.

For Change Order #2, changes outside of Jacobs' scope of work were needed to reduce the costs associated with the Right-of-Way (ROW) acquisition, separation of projects, additional signals and illumination design, and additional irrigation designs. The major changes are summarized below. Complete detail of these changes can be found in the attached Change Order #2.

Right of Way Revisions:

Lessons learned on recent projects led to modifications to the project design to reduce ROW acquisition needs. This included utilizing easements where feasible instead of acquiring ROW and design changes to save parking spaces thereby limiting the damages claimed during the acquisition process.

Separation of Projects:

Jacobs' original contract included bidding both Keller Springs and Airport Parkway as one project. It was determined that bidding these as separate

projects would provide the Town with more control over project sequencing and minimize the potential for high bids due to the volatile supply chain.

Landscaping, Aesthetics, and Irrigation Revisions:

As originally proposed, both Keller Springs Road and Airport Parkway were to have the same aesthetic design. During reviews with staff, it was determined that the southern side of Airport Parkway should serve as a demarcation line for the Addison Circle District streetscape. Additionally, the irrigation designs were revised to reduce the town's maintenance costs and create separate systems for different properties.

Additional Signal and an Alternate Illumination design:

A bid alternate has been included in the project to provide streetlights for Keller Springs Road that match Belt Line Road. Modifications to the pedestrian crossing at Keller Springs Road and the Dallas North Tollway will be made to comply with current Americans with Disabilities Act requirements.

The total cost of the items in Change Order #2 is \$135,110. Of this total amount, \$78,190.37 will be charged to the Keller Springs Road Project, and \$56,919.63 will be charged to the Airport Parkway Project. These costs are still within each project's respective budget.

The Keller Springs Reconstruction Project is anticipated to go out for bid in late summer 2022, with construction starting in fall 2022. The total contract time is 18 months.

The Airport Parkway Reconstruction Project is scheduled to begin construction once major paving operations are complete with the Keller Springs Project. This is currently anticipated to be in early 2024 and complete in the fall of 2025.

RECOMMENDATION:

Administration Recommends Approval.

Attachments

Change Order #2: Keller Springs Road and Airport Parkway Design Projects
Change Order #1: Keller Springs Road and Airport Parkway Design Projects
Jacobs Design Contract



TOWN OF ADDISON CHANGE ORDER FORM

Change Order Number: 2

Project Name: Keller Springs Road and Airport Parkway Reconstruction Projects

Project Number(s): IDS 20-63

Jacobs Project Manager: Carlos A. Negron, P.E.

Date: 04/27/2022

A. INTENT OF CHANGE ORDER

To update the project scope and fees to appropriately correlate with the current scope, account for tasks performed to assist the Town to implement efficiencies and updated design standards. Reference is made to the executed contract between the Town of Addison and Jacobs Engineering Group Inc. on December 10, 2019 and the Parking Options memorandum.

It is understood that the Town wants to prioritize the Keller Springs Road Revitalization Plans for construction in 2022. This change order also includes additional effort needed to prioritize the Keller Spring Road plans, creating separate typical sections and aesthetics along with separate bidding package for the Airport Parkway for later bidding and construction.

B. DESCRIPTION OF CHANGE

1. **Updates to design based on ROW take revisions.** ROW cost in the area increased notably and modifications to the project to reduce takes and ROW cost are being evaluated and implemented. Additional effort resulting from the revision to parcel takes on Parcels 101, 102, 108, and 111.
2. **Additional ROW parcel.** Additional work to incorporate additional ROW parcels beyond the anticipated amount in contract.
3. **Updated irrigation design.** Additional work to revise irrigation design to reduce maintenance needs for the town and create separate systems for different properties.
4. **Separation of projects.** Additional work to separate Keller Springs Road and Airport Parkway plans, to line up with Town's funding priorities, traffic management, construction cost escalations, construction material availability and different aesthetic requirements for each project. This effort amounts to an increase in contract value as follows:
 - a. **Additional Project Management effort to support project separation and additional bid phase service.** The fee will cover time and effort of going through two (2) design and review processes rather than one. Decoupling the plans will also extend the overall time on the project. It includes more meetings, reviews, comment responses, addressing comments, and adding to Project Management time and effort.
 - b. **Added Bid Phase service and compilation of a second set of bid documents and plan set.** Bidding separately requires additional sheets such as title sheet, index, call outs, bid items, bid book, quantities, cost estimates and construction timelines.
5. **Landscaping and aesthetics revisions.** Keller Spring and Airport Parkway will have separate aesthetic designs instead of same design and typical sections.

6. **Roadway design revisions.** Different typical sections for each project to complement the different aesthetics. Work includes revisions to typical sections and plan and profile sheets.
7. **Additional Traffic Control planning and sequencing.** Develop a detailed phasing plan include all aspects of the project to generate consistent bids, provide the Town better control over the traffic management and safety during construction. Temporary signals design at specific locations.
8. **Drainage, water, and wastewater revisions.** Revise drainage, water and wastewater plans to comply with the reduction of parcel takes and the different typical sections for the roadways.
9. **Signing and Pavement Markings revisions.** Updates to signing and marking plans to comply with the different typical sections, aesthetic designs, and parking revisions for the decoupled projects.
10. **Additional Signals and an Alternate Illumination design.** Update signalization at one additional intersection and provide an alternative illumination design for Keller Springs Road that included enhanced lighting to match recently constructed projects.
11. **Preparation of SWPPP.** Prepare a separate SWPPP for each project separately.
12. **Additional SUE exhibits to reflect existing and proposed conditions.** One drawing set will show the existing utilities with the existing roadway and topo shown. The other drawing set will show the existing utilities with the proposed improvements.
13. **Increased Direct Costs for separate bidding packages.**

C. SUMMARY OF CHANGE

This Change Order will incorporate the revision, addition, and alternates described above to enhance the project, update the design to include current aesthetic requirements, reduce ROW acquisition costs, and minimize operating costs. It will also allow for each roadway to be procured and constructed separately, which in the current construction and materials market, will allow for more consistent and better pricing for the projects.

D. CHANGE IN CONTRACT PRICE

This change will have the following effect on the cost of this project:

	Fee Amount
Original Contract Amount	\$ 1,439,000.00
Total Contract Amount (Including Previous CO's)	\$ 1,439,000.00
Amount of the Change Order	\$ 135,110.00
a. Revised Contract Amount	\$ 1,574,110.00
b. Total % Increase/Decrease (Including Previous CO's)	9.39 %

E. EFFECT OF CHANGE ON CONTRACT TIME

This change order will have the following effect on the project schedule:

Project completion will be dependent on the Procurement Schedule for the two projects and is not currently know. The specific Procurement Schedule for the two projects is not set at this time. The design of the projects will be completed to Procurement Ready and then when a Procurement Schedule has been set, the Bid Phase services will be performed. Design Support During Construction contracts will be executed for any services required during the Construction Phase of the projects and for any design changes that may be required for Airport Parkway prior to it being advertised, once a Procurement Schedule is set.

F. AGREEMENT


By the signatures below, duly authorized agents of the Town of Addison and Jacobs Engineering Group Inc. do hereby agree to append this Change Order Number 2 to the original contract between themselves, dated 12/10/2019.

Jacobs Engineering Group Inc.
Company Name

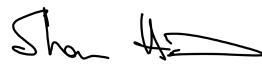
1999 Bryan Street, Suite 1200
Address

Dallas TX 75201
City State Zip

(214) 638-0145
Phone


Spenta Irani, P.E.
Manager of Projects

Town of Addison:


Shannon Hicks, P.E.
Department Director

Wesley S. Pierson
City Manager

Copies: Design Engineer
Department
City Secretary

Council Agenda: Agenda Date _____
(if applicable) Item Number _____
Approved _____



TOWN OF ADDISON CHANGE ORDER FORM

Change Order Number: 1

Project Name: Keller Springs Road and Airport Parkway Reconstruction Projects

Project Number(s): IDS 20-63

Project Manager: Carlos A. Negron, P.E.

Date: 10/29/2021

A. INTENT OF CHANGE ORDER

To extend the project schedule for Keller Springs project an additional 189 days. Reference is made to the executed contract between the Town of Addison and Jacobs Engineering Group Inc. on December 10, 2019 and the Private Parking memorandum prepared on May 17, 2021.

B. DESCRIPTION OF CHANGE

1. **Additional days for design.** This time extension for Keller Springs project is required due to the unanticipated delays in design reviews that occurred over the last 1 year and revision to the right-of-way acquisition based on the Private Parking Memorandum. The original design was to be completed for bidding award by June 15, 2021. It is currently anticipated that bidding of the project will now occur in March 2022.

C. REASON FOR CHANGE

Jacobs has identified the need to extend the project schedule.

1. **Additional days for design.** This time extension for Keller Springs project is required due to the unanticipated delays in design reviews that occurred over the last 1 year. The original design was to be completed for bidding award by June 15, 2021. It is currently anticipated that bid award for the Keller Springs Revitalization Project will occur on February 21, 2022.

D. EFFECT OF CHANGE ON CONTRACT PRICE

This change will have the following effect on the cost of this project:

Task	Fee Amount
	\$ 0.00
	\$ 0.00
	\$ 0.00
	\$ 0.00
	\$ 0.00
Total	\$ 0.00
Original Contract Amount	\$ 1,439,000.00
Total Contract Amount (Including Previous Change Orders)	\$ 1,439,000.00
Amount of the Change Order	\$ 0.00
Revised Contract Amount	\$ 1,439,000.00
Total % Increase/Decrease (Including Previous Change Orders)	0.00%

E. EFFECT OF CHANGE ON CONTRACT TIME

This change order will have the following effect on the project schedule:

TASK	WORKING DAYS	TOTAL DAYS
Final (100%) Plan Submittal	88	88
Final Review Comments	17	105
Construction Bid Plans Submittal	26	131
Bidding and Award of the Project	58	189

F. AGREEMENT

By the signatures below, duly authorized agents of the Town of Addison and Jacobs Engineering Group Inc. do hereby agree to append this Change Order Number 1 to the original contract between themselves, dated 12/10/2019.

Jacobs Engineering Group Inc. _____

Company Name

1999 Bryan Street, Suite 1200 _____

Address

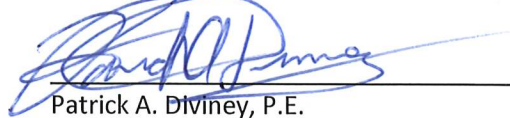
Dallas TX 75201 _____

City State Zip

(214) 638-0145 _____

Phone

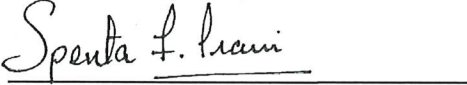
Project Manager


Patrick A. Diviney, P.E.

Director of Public Works and
Engineering


Shannon Hicks, P.E.

Design Engineer's Signature


Spenta Irani, P.E.

Copies: Design Engineer
PW&E Director
Project Manager

Council Agenda: Agenda Date _____
(if applicable) Item Number _____
Approved _____

RESOLUTION NO. R19-118

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE TOWN OF ADDISON AND JACOBS ENGINEERING GROUP, INC., FOR THE DESIGN OF IMPROVEMENTS TO KELLER SPRINGS ROAD AND AIRPORT PARKWAY IN AN AMOUNT NOT TO EXCEED \$1,439,000, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the reconstruction of Keller Spring Road and Airport Parkway were included in Proposition A of the Town of Addison 2019 Bond Program; and

WHEREAS, Proposition A was approved by the voters.

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

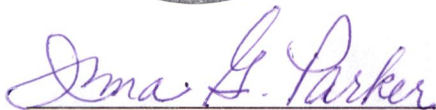
SECTION 1. The Agreement for Professional Engineering Services between the Town of Addison and Jacobs Engineering Group Inc., for the design of improvements to Keller Spring Road and Airport Parkway in an amount not to exceed \$1,439,000, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

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

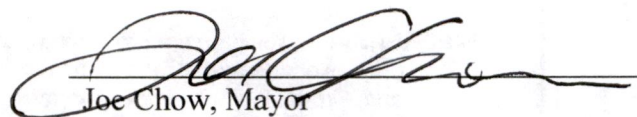
DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the **10th** day of **DECEMBER 2019**.



ATTEST


Irma Parker, City Secretary

TOWN OF ADDISON, TEXAS


Joe Chow, Mayor

APPROVED AS TO FORM:

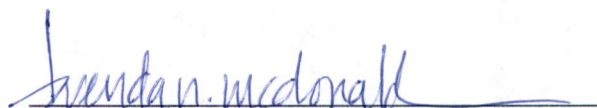

Brenda N. McDonald, City Attorney

EXHIBIT A

**AGREEMENT
BETWEEN
THE TOWN OF ADDISON, TEXAS (TOWN)
AND
JACOBS ENGINEERING GROUP INC. (CONSULTANT)**

FOR

PROFESSIONAL ENGINEERING SERVICES

Made as of the 10th day of DECEMBER in the year 2019,

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

and the Consultant: Jacobs Engineering Group Inc.
1999 Bryan Street, Suite 1200
Dallas, Texas 75201
Telephone: (214) 583-8500

for the following Project: EAST/WEST ROADS
(KELLER SPRINGS/AIRPORT PARKWAY)

The Town and the Consultant agree as set forth below.

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

WHEREAS, the Town desires to engage the services of the Consultant to provide professional services which shall include, but not be limited to, Keller Springs and Airport Parkway street improvements within the Town of Addison, Texas; hereinafter referred to as "Project"; and

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

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

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

**ARTICLE 1
CONSULTANT'S SERVICES**

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

- 1.4 **Failure to Meet Established Deadlines** – Consultant acknowledges that time is of the essence in the performance of services under this Agreement as set forth in the Compensation Schedule / Project Billing / Project Budget attached hereto as Exhibit “B.”

ARTICLE 2 THE TOWN'S RESPONSIBILITIES

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

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

ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** – As described in “Article 1, Consultant's Services,” compensation for this Project shall be on a Lump Sum Basis in the amount of **Eight Hundred Sixty Five Thousand Nine Hundred Thirty and 00/100 Dollars (\$865,930.00)** and Time and Materials Basis not to exceed **Five Hundred Seventy Three Thousand, Seventy and 00/100 Dollars (\$573,070.00)**, (“Consultant's Fee”) and shall be paid in accordance with Article 3 and the Compensation Schedule / Project Billing / Project Budget as set forth in Exhibit “B.” **The final five percent (5%) of the Consultant's Fee, or Seventy One Thousand Nine Hundred Fifty and 00/100 Dollars (\$71,950.00), shall not be paid until the Consultant has completed all of the services described in Exhibit “A” and delivered to the Town all of the documents, plans, data, maps, and/or other information required in Exhibit “A.”**
- 3.1.1 **Completion of Final Report** – Town and Consultant agree that the Final Report shall be completed, submitted to, and accepted

by the Town prior to payment of the **final five percent (5%) of the Consultant's Fee, or Seventy Thousand and 00/100 Dollars (\$71,950.00)**. The electronic formatting shall be consistent with the standards established in Town of Addison Guidelines for Computer Aided Design and Drafting ("CADD"). Completion of the Record Documents and/or "As-Built" documents, if any, shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement.

3.1.2 **Disputes between Town and Construction Contractor** – If the Project involves the Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor (the "Contractor") and the City, and upon receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for the City to declare the Contractor in default of the terms and conditions of the agreement. Consultant shall submit his findings in writing to the City, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from the City. City and Consultant agree that if requested by the City, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and to participate in consultation with said agencies in order to obtain all necessary approvals and/or permissions. The Consultant shall be responsible for preparation and timely submittal of documents required for review, approval, and/or recording by such agencies. The Consultant shall be responsible for making such changes in the Construction Documents as may be required by existing written standards promulgated by such agencies at no additional charge to City.

3.2 **Direct Expenses – Direct Expenses are included in the Consultant's Fee as described** in Article 3.1 and include actual reasonable and necessary expenditures made by the Consultant and the Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Compensation Schedule / Project Billing / Project Budget set forth in Exhibit "B," and consistent with Exhibit "C," Town of Addison Guidelines

for Direct Expenses, General and Administrative Markup, and Travel and Subsistence Expenses. The Consultant shall be solely responsible for the auditing of all Direct Expenses, including the subcontractors, prior to submitting to the Town for reimbursement, and shall be responsible for the accuracy thereof. Any over-payment by the Town for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment for services; provided, however this shall not be the Town's sole and exclusive remedy for said overpayment.

- 3.3 **Additional Services** – The Consultant shall provide the services as described in the Scope of Services as set forth in Exhibit "A" of this Agreement. If authorized in writing by the Town, the Consultant shall provide additional services, to be compensated on an hourly basis in accordance with this paragraph ("Additional Services"). These services may include, but are not limited to:
- 3.3.1 Additional meetings, hearings, work-sessions, or other similar presentations which are not provided for or contemplated in the Scope of Services described in Exhibit "A."
 - 3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in Exhibit "A." Drafts or revisions required as the result of errors or omissions by the Consultant shall not be considered Additional Services, but shall fall within the Scope of Services.
 - 3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in Exhibit "A."
 - 3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in Exhibit "A."
 - 3.3.5 Compensation for Additional Services authorized by the Town shall be in addition to the Consultant's Fee and shall be based on direct billable labor rates and expenses.
 - 3.3.6 Compensation for Additional Services authorized by the Town shall be in addition to the Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to Town.

Principal	Project Manager	Task Leader	Sr. PE	PE	CAD	Clerical
\$210.00	\$205.00	\$160.00	\$140.00	\$120.00	\$80.00	\$70.00

- 3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to the Town. Invoices are to be mailed to Town immediately upon completion of each individual task listed in Exhibit “B.” On all submitted invoices, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.5 **Timing of Payment** – Town shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by Town to Consultant is considered to be complete upon mailing of payment by Town. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by Town, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Town shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date the Town receives the invoice. Town shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of the Consultant, Town shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5. If a dispute is resolved in favor of the Town, Consultant shall submit to Town a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid Town in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. Town agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.
- 3.7 **Failure to Pay** – Failure of the Town to pay an invoice, for a reason other than upon written notification as stated in the provisions of Article 3.6 to the Consultant within sixty (60) days from the date of the invoice shall grant the Consultant the right, in addition to any and all other rights provided, to, upon written notice to the Town, suspend performance under this Agreement, and such act or acts shall not be deemed a breach

of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to Town, in accordance with Chapter 2251, Subchapter "D" ("Remedy for Nonpayment") of the *Texas Government Code*. The Town shall not be required to pay any invoice submitted by the Consultant if the Consultant breached any provision(s) herein.

- 3.8 **Adjusted Compensation** – If the Scope of the Project or if the Consultant's services are materially changed due to no error on behalf of Consultant in the performance of services under this Agreement, the amounts of the Consultant's compensation shall be equitably adjusted as approved by Town. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be authorized by written change order duly executed by both parties before the services are performed.
- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of Town in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to Town all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, the Consultant's compensation shall be equitably adjusted as approved by the Town. Any additional amounts paid to the Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

ARTICLE 4 OWNERSHIP OF DOCUMENTS

- 4.1 **Documents Property of the Town** – The Project is the property of the Town, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any materials for any other purpose not relating to the Project without Town's prior written consent. Town shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in Exhibit "A." Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 7, Consultant will revise plans, data, documents, maps, and any other information as defined in Exhibit "A" to reflect changes while working on the Project and promptly furnish the same to the Town in an acceptable electronic format.

All such reproductions shall be the property of the Town who may use them without the Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project.

- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that Town is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or Sub-consultants) under this Agreement are instruments of service in respect of the Project and property of the Town and upon completion of the Project shall thereafter be subject to the Texas Public Information Act (*Texas Government Code*, Chapter 552) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5 CONSULTANT'S INSURANCE REQUIREMENTS

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

subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of Exhibit “D,” Town of Addison Contractor Insurance Requirements, Consultant shall maintain, at no expense to Town, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent service(s), and authorized to transact business in the State of Texas. Such policy shall provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to Town at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish Town with certificates evidencing such coverage prior to commencing work on the Project.

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

**ARTICLE 6
CONSULTANT'S ACCOUNTING RECORDS**

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

**ARTICLE 7
AUDITS AND RECORDS / PROHIBITED INTEREST / VENDOR DISCLOSURE**

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

The Consultant agrees that it is aware of the prohibited interest requirement of the Town Charter, which is repeated on the Affidavit, attached hereto as Exhibit "E" and incorporated herein for all purposes, and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit attached hereto as Exhibit "E". Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

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

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

**ARTICLE 8
TERMINATION OF AGREEMENT / REMEDIES**

Town may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, and without prejudice to any other remedy it may have. If Town terminates this Agreement due to

a default of and/or breach by Consultant and the expense of finishing the Project exceeds the Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 herein. On any default and/or breach by Consultant, Town may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct reasonable costs from the Consultant's Fee due Consultant as set forth in Article 3 herein. If Town terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed in accordance with the provisions of this Agreement prior to termination.

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

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

ARTICLE 9 DISPUTE RESOLUTION / MEDIATION

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

ARTICLE 10

INDEMNITY

CONSULTANT SHALL HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS TOWN COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENTS), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL,

IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF PROFESSIONAL SERVICES PROVIDED BY CONSULTANT PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE TOWN (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST TOWN BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. THIS INDEMNIFICATION SHALL EXTEND TO THE PAYMENT OR REIMBURSEMENT OF THE TOWN'S REASONABLE ATTORNEYS FEES AND ASSOCIATED COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE CONSULTANT'S LIABILITY.

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

THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE 11 NOTICES

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

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

Professional Services Agreement
(Jacobs Engineering Group Inc./Keller Springs/Airport Parkway)

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

**Jacobs Engineering Group Inc.
Carlos Negrón, Project Manager
1999 Bryan Street, Suite 1200
Dallas, Texas, 75201**

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

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

ARTICLE 12 MISCELLANEOUS

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

12.1.1 Exhibit "A," Scope of Services.

12.1.2 Exhibit "B," Compensation Schedule / Project Billing / Project Budget.

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

12.1.6 Exhibit "D," Town of Addison Contractor Insurance Requirements.

12.1.7 Exhibit "E," Affidavit.

12.1.8 Exhibit "F", Conflict of Interest Questionnaire, Form CIQ.

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

at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

- 12.9 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.10 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- 12.11 **Sovereign Immunity** – The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
- 12.12 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.13 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 12.14 **No Third Party Beneficiaries** – Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- 12.15 **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.

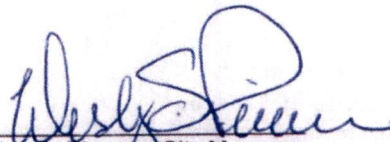
IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

Effective Date: December 11, 2019

TOWN:
Town of Addison, Texas

Professional Services Agreement
(Jacobs Engineering Group Inc./Keller Springs/Airport Parkway)

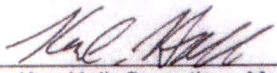
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By: 
Wesley S. Pierson, City Manager

Resolution No. R19-118

Date: December 11, 2019

CONSULTANT:
Jacobs Engineering Group Inc.

By: 
Ken Hall, Operations Manager

Date: 11/25/19

Exhibit "A"
Scope of Services
Agreement by and between the Town of Addison, Texas (Town)
And Jacobs Engineering Group Inc. (Consultant)
to perform Professional Engineering Services for
East/West Roads
(Keller Springs and Airport Parkway)

Professional Services Agreement
(Jacobs Engineering Group Inc./Keller Springs/Airport Parkway)

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TOWN OF ADDISON EAST/WEST ROADS
KELLER SPRINGS ROAD AND AIRPORT PARKWAY
(ADDISON ROAD TO DALLAS PARKWAY)

EXHIBIT A1: DESCRIPTION OF THE PROJECT

The "Project" shall mean the Keller Springs Road and Airport Parkway Project (Addison Road to Dallas Parkway) also known as the TOWN of Addison Project. Reference to the "ENGINEER" shall mean Jacobs Engineering Group Inc., references to the "TOWN" shall mean the Town of Addison, Texas.

The work to be performed by the ENGINEER under this Contract shall consist of providing engineering, surveying and landscape architecture services required for the preparation of plans, specifications and cost opinions for the reconstruction of Keller Springs Road and Airport Parkway, from Addison Road to Dallas Parkway. It is anticipated that the reconstruction will begin at the east curb return of the Addison Road intersection and extend to the west curb return of the Dallas Parkway intersection. The reconstruction of the Addison Road or Dallas Parkway intersection is not included in the Project.

The scope of work to be performed under this Agreement shall generally consist of the following services:

- Concept studies and schematic plans
- Field surveying for design and easement/right-of-way (ROW) acquisition
- ROW/easement acquisition services
- Subsurface utility engineering
- Franchise Utility coordination
- Pavement design for full depth reconstruction
- Design for storm drainage improvements
- Design for water and sanitary sewer improvements and replacements
- Construction traffic control and sequencing
- Design for signalization improvements and replacements
- Signing and pavement markings improvements
- Design for median landscape improvements
- Design for pedestrian accessibility improvements including sidewalk, ramp and bus stop improvements
- Public outreach and coordination services
- Illumination design, details and coordination
- Independent Design Review

This project will be developed utilizing English units of measure and all final plans sheets will be half size (11"x 17"). The Project scope anticipates preparation of one (1) plan set including all proposed improvements from Addison Road to Dallas Parkway. It is also anticipated that the Project will be bid as a single project and not broken into more than one bid package.

EXHIBIT A2 - SCHEDULE
for the
TOWN OF ADDISON EAST/WEST ROADS



Keller Spring Road and Airport Parkway Project
(Addison Road to Dallas Parkway)

Prepared by Jacobs Engineering Group Inc.

11/22/2019

TASK	BEGIN DATE*	END DATE*	WORKING DAYS	TOTAL DAYS
Kickoff Meeting	Thursday, January 02, 2020	Thursday, January 02, 2020	1	1
Pre-Concept Plan Meeting	Prior to 1/30/2020		-	-
Concept Schematic Plans/DSR Submittal	Thursday, January 02, 2020	Tuesday, May 05, 2020	88	89
Concept Schematic Review Comments	Tuesday, May 05, 2020	Wednesday, May 27, 2020	16	105
Preliminary (60%) Plan Submittal	Wednesday, May 27, 2020	Tuesday, September 22, 2020	84	189
Preliminary Review Comments	Tuesday, September 22, 2020	Monday, October 19, 2020	19	208
Pre-Final (90%) Plan Submittal	Monday, October 19, 2020	Friday, December 18, 2020	44	252
Pre-Final Plan Review Comments	Friday, December 18, 2020	Friday, January 15, 2021	20	272
Final (100%) Plan Submittal	Friday, January 15, 2021	Thursday, March 04, 2021	34	306
Final Review Comments	Thursday, March 04, 2021	Monday, March 29, 2021	17	323
Construction Bid Plans Submittal	Monday, March 29, 2021	Tuesday, May 04, 2021	26	349
Bidding and Award of the Project	Tuesday, May 04, 2021	Tuesday, June 15, 2021	30	379

*Dates shown in schedule are contingent on Notice to Proceed (NTP). These could change based on delays in NTP.



TOWN OF ADDISON EAST/WEST ROADS
KELLER SPRINGS ROAD/AIRPORT PARKWAY
(ADDISON ROAD TO DALLAS PARKWAY)

EXHIBIT A3: BASIC ENGINEERING SERVICES

The scope of services is organized as follows:

GENERAL PROJECT INFORMATION

1. General Project Design Parameters and Criteria

ENGINEER shall be represented by a Professional Engineer licensed to practice in the State of Texas at meetings of any official nature concerning the Project, including but not limited to scope meetings, review meetings, pre-bid meetings, and pre-construction meetings, provided that the ENGINEER has reasonable advance notice of the meeting. All Engineering documents released, issued, or submitted by or for a registered Engineering firm, including preliminary documents, must clearly indicate the Engineering firm name and registration number. Additionally, all completed documents submitted for final approval or issuance of a permit must bear the seal with signature and date adjacent thereto of a Professional Engineer licensed to practice in the State of Texas associated with ENGINEER. The TOWN Design Standards to be used shall include the design criteria adopted by the TOWN as well as other design standards including the North Central Texas Council of Governments Standard Specifications for Public Works Construction, the TxDOT Roadway Design Manual and Bridge Design Guidelines, Highway Capacity Manual, the American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets (Green Book), AASHTO LRFD Bridge Design Specifications, AASHTO Guide for the Development of Bicycle Facilities, Texas Manual on Uniform Traffic Control Devices (TMUTCD), ADA Accessibility Guidelines, and the Texas Pollutant Discharge Elimination System (TPDES) Guidelines as appropriate for the most cost effective design. The minimum drawing standards to be used for construction document preparation include but are not limited to the following:

- a. The Project shall follow the TOWN Design Standards, including latest revisions.

The Opinions of Probable Construction Costs (including land costs) shall be based on the current unit prices in Dallas County for similar work and include adjustments to reflect the ease or difficulty of constructing the Project. Estimated land costs should be included with the Probable Cost Opinions as a separate line item. Cost Opinions shall be updated and provided with the conceptual submittal, preliminary submittal, final submittal and prior to the bid plan submittal.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



2. Permitting Services

- a. ENGINEER shall be responsible for notifying the TOWN regarding any required permitting regulations imposed by any agency within the Project limits including the crossing of other ROW or easements with the Project limits.

At the TOWN's request the ENGINEER will prepare any necessary documentation, drawings, overlays, base maps, etc. required to receive said permit(s).

ENGINEER to provide for ADA plan review and inspections.

- b. ENGINEER may be required to work in conjunction with other agencies requiring permits. TOWN shall be notified and fully involved in the permitting process. Should any additional design or plans be required as part of a permit, this work will be considered an additional service and may require an amendment to ENGINEER's contract with the TOWN.

CONCEPT STUDIES AND PRELIMINARY ENGINEERING (TASK A)

The ENGINEER shall perform Preliminary Engineering for this project consisting of a Design Summary Report (DSR) and a concept schematic plan. The concept schematic shall conform to the previously completed TOWN Streets Bond Program Summary Report 2019, General Project Design Parameters, and Criteria as stated previously. Any design exceptions necessary for concept schematic approval shall be identified and a "request for design exception" shall be prepared and submitted to the TOWN.

The ENGINEER shall organize and facilitate one (1) planning meeting with TOWN staff and other stakeholders to discuss the vision for the Project prior to preparation of the concept schematic. The purpose of the pre-concept planning meeting will be to collect revitalization ideas, goals, and objectives for the Project.

The concept schematic shall include:

1. Data Collection and Review

The ENGINEER shall collect all pertinent project data from the TOWN including plans, as-builts, survey information and other reports. The ENGINEER shall review this data for use in design of the Project. The ENGINEER will use the Bond Program Summary Report 2019 to the maximum extent possible.

- a. Collect Utility Plans from Municipalities and Franchise Utility Owners

The ENGINEER shall collect all pertinent and readily available utility plans from municipalities and franchise/private utility owners who have utilities in the Project corridor.

2. Field Reconnaissance

The ENGINEER shall visit the Project site to record and photograph existing project conditions.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



3. Develop Design Summary Report

The ENGINEER shall apply appropriate design criteria and provide a Design Summary Report for the Project and will submit to the TOWN for review and approval. The ENGINEER shall use the design criteria to identify the maximum and minimum values for all design elements and will identify the value preferred.

4. Concept Schematic

The ENGINEER shall develop a concept schematic for the project that will be used to coordinate improvements within the Project corridor. The schematic will be prepared at a scale of 1" = 100' or smaller scale (i.e. 1" =50') and shall include the following:

a. Geometric Layout, Plan Schematic

Using a combination of the design survey, existing aerial photography, general property research, utility research, site visits and the ENGINEER's experience, prepare a concept schematic depicting the proposed improvements for the project. The design elements to be shown will include the following:

- Available aerial imaging from NCTCOG or other compatible sources,
- Property ownership,
- Recommendations for ROW acquisition,
- Control data,
- Horizontal alignment,
- Centerline curve data,
- Lane configuration options and recommendations,
- Signal improvements,
- Construction limits,
- Major culverts and drainage outfalls,
- Water and sanitary sewer considerations,
- Easements,
- Existing topography,
- Existing and proposed right of way,
- Utility information compiled from research, survey, and SUE,
- Proposed utility improvement identification,
- Existing ground profile and proposed vertical alignment,
- Include cross street centerline and profile (6 total intersections anticipated), and
- Conceptual quantity take-offs and cost.

b. Preliminary Typical Sections

Prepare preliminary typical sections, which represent both the existing and proposed conditions. The typical sections shall incorporate the proposed pavement design. Typical sections shall include representations of the various conditions proposed, such as slopes, number of lanes, retaining wall locations (if applicable), shoulder widths, clear zones, border width, and right-of-way width. This list is not all inclusive, and other information shall be added as needed to clarify the intent and purpose of the typical section.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



c. Preliminary Design Cross Sections

In conjunction with the concept schematic, preliminary design cross sections will be developed for critical locations within the Project where constraints or grade issues may impact the preliminary typical sections. Each pavement layer and undercut, if any, will be shown together with the right of way limits, side slopes, pavement cross slopes, curbs, and any existing or proposed retaining walls.

5. **Right of Way (ROW) Determination**

Based on the concept schematic and design cross sections, the ENGINEER shall identify locations where additional right-of-way may be required. These locations and limits shall be depicted on the design schematic. The ENGINEER shall provide the TOWN a Right-of-Way map as soon as possible so the process of acquiring easements or ROW and be initiated if necessary.

6. **Design Concept Review Meeting**

The ENGINEER shall attend up to two (2) Design Concept Review Meetings to review the Concept submittals and to finalize the DSR and final Concept Plans and obtain consensus for the direction of the project. The ENGINEER shall not proceed with the Preliminary Engineering plans until the DSR and Concept Plans have been approved in writing by the TOWN.

7. **Geotechnical and Materials Testing Services**

ENGINEER shall submit a recommendation for the Project's geotechnical investigations to the TOWN. The TOWN will engage a Geotechnical Firm under a separate contract. ENGINEER shall coordinate with the TOWN's geotechnical consultant during the design phase to incorporate the geotechnical results and recommendations into the design of the Project including surveying of the bore locations. ENGINEER shall include the geotechnical test results, borings, and recommendations in the Project specifications.

PUBLIC INVOLVEMENT (TASK B)

1. **Public Meetings and Information**

As directed by the TOWN, ENGINEER shall prepare necessary materials for use by the TOWN at up to two (2) public meetings. The ENGINEER may need to attend public meetings, including TOWN meetings, Council Meetings, etc. All contact with citizens shall be in a courteous and honest manner. All contacts with citizens shall be documented and provided to TOWN as soon as practical after the contact has been made. If necessary, ENGINEER shall discuss the issues raised by citizens with TOWN for a determination of how the issue should be addressed.

2. **Public Outreach Media**

The ENGINEER shall work with the TOWN to develop various formats and media options for interaction and notifications to the Public concerning the Project's status. The TOWN shall be responsible for implementing and administering the public outreach program. The ENGINEER shall work with the TOWN to prepare and provide the various materials (e.g. exhibits, schedules, updates) to be included in the outreach program.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



3. Project Newsletters Support

The ENGINEER shall provide the TOWN with supporting documentation including but not limited to: renderings, exhibits, schedules, progress narratives, up to eight (8) newsletters during the design process. Labels, postage and distribution will be furnished by the TOWN.

4. Reimbursable Costs

Reimbursable costs, such as color prints, renderings, copies, mail outs, etc. will be billed at cost.

5. Coordination with Stakeholders

a. Throughout the design process, the ENGINEER shall assist the TOWN in coordinating with the various Project stakeholders. These include but are not limited to:

- City of Dallas,
- Franchise utility companies (e.g. Oncor, AT&T, Atmos, etc.), and
- Addison Airport, NTTA, DART.

The ENGINEER will attend up to six (6) meetings with Project stakeholders.

b. The ENGINEER will assist, when necessary, with describing design and Engineering requirements for the project at stakeholder meetings, TOWN coordination meetings and public meetings.

c. The TOWN will be the principal contact for public and private inquiries regarding the project. The ENGINEER may be called upon to support the TOWN in responding to inquiries or researching/investigating questions or input from stakeholders.

UTILITY COORDINATION AND SUE (TASK C)

1. Ownership Data

The ENGINEER shall provide the TOWN with PDF's, CAD File(s), and Excel spreadsheet showing current ownership, address and volume and page to owners' deeds along entire project. Ownership will be based on Dallas County Appraisal District Records.

2. Utility Coordination

The ENGINEER shall coordinate and attend up to six (6) utility coordination meetings with the TOWN and the franchise utility companies. Utility coordination shall include the identification of utility conflicts, coordination, compliance with any applicable utility accommodation rules, and resolution of utility conflicts. The ENGINEER shall coordinate all activities with the TOWN, or their designee, to facilitate the orderly progress and timely completion of the Project's design.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



3. Contact Local Utility Companies

ENGINEER shall coordinate with the utility companies throughout the Design Phase. Unless directed otherwise, the TOWN shall be present at all meetings with the Utility companies. ENGINEER shall deliver to each of the Utility Companies, a CD with pdf and electronic files (or other submittal requirements as dictated by the Utility Company) of each Project Submittal for their review and comments. (Including but not limited to the following Utility providers: Oncor Electric [aerial, major/minor underground & transmission], Atmos (Gas) and Telecommunication [AT&T {local, Metro, and long distance}, CATV], Pipelines, etc.)

Utility coordination shall include preparation of a utility conflict log to be submitted as required with each plan development milestone phase.

- a. ENGINEER shall compile, maintain, and update a Utility Conflict Log to include phone logs and all correspondence with all utility owners. Provide the most current copy of the conflict list to the TOWN at each milestone submittal, and coordinate with utility companies to resolve conflicts. The Utility Conflict Log should include the following information:
 - Owner of the facility, including the facility address and the name and telephone number of the contact person at the facility,
 - Type of facility,
 - Type and location of conflict, identified by station and offset,
 - Expected clearance date,
 - Status,
 - Effect on construction,
 - Type of adjustment required,
 - Expected clearance date (if applicable).
- b. ENGINEER shall create an existing utility exhibit clearly reflecting existing utility locations, type of facility, and potential conflicts.

4. Subsurface Utility Engineering (SUE)

SUE including utility investigations subsurface and above ground prepared in accordance with AASHTO standards and Utility Quality Levels as follows.

ENGINEER shall submit a recommendation for the Levels A or B of Subsurface Utility Engineering Services for the Project and receive approval from the TOWN prior to commencing said work. Work shall conform to the Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, CI/ASCE 38-02. This standard defines the following Quality Levels:

a. Quality Level A:

Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on plan documents.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



b. Quality Level B:

Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality Level B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.

c. Quality Level C:

Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level D information.

d. Quality Level D:

Information derived from existing records or oral recollections.

The ENGINEER shall show the SUE information in the design and construction drawings. (Level of investigation will be determined based on Project requirements and proposed construction activities).

- 4.1 Locating- Level A: Based on initial site investigations and research, ENGINEER anticipates performing up to 10 test holes for the Project. ENGINEER will dig an approximately 12" x 12" test hole, record the depth, take a digital picture of the identified utility and the tape measurement between the utility and the top of the ground, backfill and compact the hole, and restore the surface to its original condition. An iron rod with cap or "x-cut" will be set to mark the location of the test hole. Below is the rate table for Level A if directed by the TOWN beyond the 10 test holes:

Level A (Location, Test Holes). Includes labor and equipment for vacuum excavation, engineering, surveying and CADD.		
0-5 ft	each	\$1,100.00
> 5 to 8 ft	each	\$1,350.00
> 8 to 13 ft	each	\$1,750.00
> 13 to 20 ft.	each	\$2,225.00
> 20 ft.	per vertical foot	\$150.00

- 4.2 Designating- Level B: Based on initial site investigations and research, ENGINEER anticipates designating up to 40,575 linear feet of utilities, if tonable and/or accessible, in support of the proposed utility designs using geophysical prospecting equipment and reference to established survey control. Designating (Quality Level B) Services are inclusive of Quality levels C and D.
- 4.3 Investigate, observe and annotate survey of existing utilities as located and marked by Quality Level "C" Subsurface Utility Engineering (SUE) for visible above ground utility features that are correlated to existing utility records. The

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



Level will be performed per the standard of care guideline, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, CI/ASCE 38-02.

- 4.4 SUE Field Manager/Professional Engineer: A SUE Field Manager will be on-site for a portion of this project for field crew supervision, field quality control, and coordination with on-site personnel. A Professional Engineer will be responsible for QA/QC, management of the contract, sealing the final deliverables and coordination with the project team.
- 4.5 Traffic Control: ENGINEER will provide traffic control for the proposed SUE efforts. Traffic control will primarily consist of cones and signage. However, at locations where it is necessary to work within the paving limits of Keller Springs and Addison Parkway or an adjacent side street, ENGINEER will coordinate with the TOWN for any necessary temporary lane closures. Appropriate lane closure traffic control facilities will be provided such as flag person(s), arrow board(s) and changeable message board(s), etc. ENGINEER will use standard Texas Manual on Uniform Traffic Control Devices (TMUTCD) traffic control details.
- 4.6 SUE Deliverables: The ENGINEER shall provide the following:
 - a. Two (2) signed and sealed sets of 11" x 17" colored drawings depicting all utility information collected.
 - b. Two (2) sets of 8.5" x 11" copies of ENGINEER test hole data forms, signed and sealed by a Professional engineer depicting the utility information collected.
 - c. Two (2) COs containing electronic Microstation (DGN) or CAD (DWG) files in US feet (20) format, .pdf format, and scanned record information in .pdf format if received from each utility.

Franchise Utility Adjustment Design. It is anticipated that efforts and work related to the design of the actual franchise utility relocations shall be performed by the utility companies or under a separate agreement. The ENGINEER shall provide utility coordination as described in Items 1, 2, and 3 above.

PROJECT MANAGEMENT (TASK D)

1. Project Management

Provide general administration for the contracted work, including internal staffing and task assignments.

2. Project Initiation

Prior to kick-off meeting, the ENGINEER shall designate, in writing, one Professional ENGINEER licensed to practice in the State of Texas to be the Project Manager throughout the duration of the project for project management and all communications, including billing, with the TOWN and Program Manager.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



The ENGINEER shall not replace the designated Project Manager without the written approval of the TOWN.

3. Quality Control/Quality Assurance Plan

The ENGINEER shall submit a Quality Assurance/Quality Control Plan within fourteen calendar days after the kick-off meeting for review and approval. The QA/QC Plan should include, as a minimum, the following:

- Project description, location, limits and minimum design criteria,
- Project deliverables and schedules,
- Organization chart showing responsibilities for design services and for quality control checks, which shall be conducted by an independent person qualified in the specific area of review,
- Communications/coordination plan outlining the protocol for all communications related to the project,
- Format and schedule for checking design reports, calculations, plans, and specifications for accuracy and completeness. The plan should make provisions for review of reports, plans, specifications, and estimates provided by sub-ENGINEERS. The ENGINEER shall ensure that sub-ENGINEER work is in accordance with their approved scope,
- Format and procedure for documenting all issues, design directions, design decisions, review comments, and review comment responses,
- Format and procedures for certifying that all of the requirements of the QA/QC plan have been met and that all comments and issues have been resolved to the satisfaction of the reviewer, and
- Submit QA/QC documentation with all milestone plan submittals.

4. Project Schedule, Invoice, Progress Reports, and Progress Meetings

a. Project Schedule- The ENGINEER shall submit a Project schedule for TOWN approval within 14 calendar days after the kickoff meeting. The following minimum activities shall be included in the project schedule. The TOWN shall provide durations for review times.

- Kickoff Meeting,
- Pre-Concept Plan Meeting,
- Concept Schematic Plans and DSR Submittal,
- Concept Schematic Review Comments,
- Preliminary (60%) Plan Submittal,
- Preliminary Review Comments,
- Pre-Final (90%) Plan Submittal,
- Pre-Final Plan Review Comments,
- Final (100%) Plan Submittal,
- Final Review Comments,
- Construction Bid Plans Submittal,
- Bidding and Award of the Project.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



- b. Invoice Submittals- The ENGINEER shall submit its invoices of services completed and compensation due, arranged by tasks. The invoice submittal shall be submitted to the TOWN's Project Manager monthly and include the following:
- Invoice- The budgeted and currently authorized amounts for each task, along with the invoiced and to-date amounts on the provided Project invoice forms,
 - Project Schedule Updates- An updated Project Schedule and related Documents,
 - Progress Reports- A monthly report of the status of work performed through the end of the month. The ENGINEER shall summarize decisions or agreements made and shall outline unresolved or pending issues requiring the TOWN's involvement or decision on the provided Project template.
- c. Meetings- The ENGINEER shall meet with the TOWN's Representative and shall prepare an agenda and sign-in sheet. The agenda must be submitted 24-hours before the meeting. The ENGINEER shall prepare and distribute meeting minutes within three (3) working days of a meeting. The following is a summary of the meetings anticipated for the Project
- Kickoff meeting,
 - Planning meeting with Town staff,
 - Design concept schematic plan review meeting (2),
 - Public meeting (2),
 - Stakeholder meeting (6),
 - Utility coordination meeting (6),
 - Preliminary plan review meeting,
 - Final plan review meeting,
 - Miscellaneous design coordination meeting (4).

FIELD SURVEYING (TASK E)

ENGINEER shall obtain the services of a Professional Land Surveyor to perform field surveys. All surveys shall comply with the latest revision of the Professional Land Surveying Practice Act of the State of Texas and shall be accomplished under the direct supervision of a currently licensed State of Texas Professional Land Surveyor. Survey services should include, but not be limited to the following:

- Using Dallas County Appraisal District and Dallas County Clerk websites, ENGINEER shall gather ownership and deed information for base drawing,
- Prepare Right-of-Entry agreements to adjacent landowners- ENGINEER to provide draft agreement and owner list, TOWN to send and secure permissions to survey and other investigations (SUE and Geotechnical),
- Research existing plats, Right-of-Way maps, deeds and survey for fence corners, monuments, iron pins, etc., within the existing Right-of-Way and analyze to establish apparent existing Right-of-Way. Apparent ROW is defined as the existing Right-of-Way with a plus/minus 1-foot tolerance. The preliminary base map will display the apparent Right-of-Way along with Dallas County Appraisal District records of lot or property lines, land ownership and addresses as publicly available,
- The ENGINEER shall prepare a ROW map, prepared by a Texas RPLS, depicting Ownership Data gathered, existing ROW, and proposed ROW information. ROW information provided (both existing and proposed) must be of sufficient detail for the TOWN to make decisions regarding any proposed acquisitions,

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



- Research and establish tract boundaries by field survey, calculations and adjustments and needed to create property line CADD file,
- Survey for design and topographic mapping to create a TOPO base map CADD file,
- Prepare a final design and topographic drawing in digital format showing visible features located in the field, an ASCII coordinate file of all points located in the field and a hard copy of the coordinates and feature descriptions (Work Notes and Sketches). Provide cross sections of the existing roadway with shots being taken at the ROW, back of curb, edge of shoulder, gutter, back of curb, and centerline. Provide structure details of all cross culverts and downstream channel cross sections. Locate visible existing features within the project limits, including but not limited to, manholes, water valves, concrete, fences and other utilities,
- Prepare a Survey Control Map including but not limited to illustrating in graphical format the Rights-of-Way, proposed Permanent and Temporary Easements, project control line including all points of inflection, permanent and temporary Horizontal Control and Vertical Control Bench Marks (3-point tie details), coordinates of all horizontal/vertical control points and any other relevant data necessary to provide field parameters for construction. Survey Control Map shall be signed and sealed by the Professional Land Surveyor responsible for the survey. Survey Control Map shall become part of the final construction documents,
- Prepare metes and bounds for any proposed easements or right-of-ways, signed and sealed by an RPLS. The anticipated number of easements or right-of-way documents for the roadway and utility improvements is twelve (12). Keller Springs Road from East of Addison Road to west of Dallas Parkway will likely require the acquisition of approximately six (6) right-of-way and/or easements from the property owners adjacent to Keller Springs Road. Addison Parkway from East of Addison Road to west of Dallas Parkway will likely require the acquisition of approximately six (6) right-of-way and/or easements from the property owners adjacent to Addison Parkway,
- Easement and Right-of-Way Acquisition Services (See TASK Q).

ROADWAY DESIGN (TASK F)

The ENGINEER will use the TOWN Streets Bond Program Summary Report 2019 as a reference for design of the facilities.

Roadway design for this project shall include the full depth reconstruction and widening of approximately 2,400 feet of Keller Springs Road (existing 4-lane undivided minor arterial), and approximately 2,300 feet of Airport Parkway Road (existing 2-lane undivided commercial collector) including medians, sidewalks, driveways and street intersections.

The western design limit for the Keller Springs will be the east curb return of the Addison Road intersection with Keller Springs Road. The eastern design limit will be the west curb return of the Keller Springs intersection with Dallas Parkway. In addition, the design will **not** include the area between the western and eastern curb returns for the Keller Springs/Addison Road intersection or beyond the western curb return at Dallas Parkway, with the exception of necessary tie-ins.

The western design limit for the Addison Parkway will be the east curb return of the Addison Road intersection with Addison Parkway. The eastern design limit will be the west curb return of the Addison Parkway intersection with Dallas Parkway. In addition, the design will **not** include the area between the western and eastern curb returns for the Addison Parkway/Addison Road intersection or beyond the western curb return at Dallas Parkway, with the exception of necessary tie-ins.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



The Keller Springs street and driveway intersections include the following:

- Ledgemont Lane,
- Quorum Drive,
- Mary Kay Way,
- 15 (approximate) driveways.

The Addison Parkway street and driveway intersections include the following:

- Quorum Drive,
- Meridian Lane,
- Spectrum Drive,
- 12 (approximate) driveways.

It is assumed that the sidewalk improvements will consist of fully reconstructing sidewalks along both roadway facilities. Where possible, the ENGINEER will construct sidewalks to a minimum width of 6 feet for Keller Springs and 8 feet for Addison Parkway.

It is anticipated that the roadways will be reconstructed and widened to generally conform to the typical sections in the previously mentioned Bond Summary Report (e.g. number of through lanes, turn lanes, median breaks, etc.). A traffic study is not included in the ENGINEER's scope of services. The TOWN will provide the ENGINEER with any traffic study recommendations during the conceptual design phase of the Project so the recommendations can be incorporated into the concept plans and the DSR.

Specific design elements for both facilities are further outlined as follows:

2. Finalize Design Elements

a. Finalize Vertical & Horizontal Alignments

The ENGINEER shall base design on the approved concept schematic, finalize horizontal, vertical, and cross-sectional design elements for all roadways. All design shall be American Disabilities Act Accessibility Guidelines and Texas Accessibility Standards (ADAAG/TAS) compliant, as applicable.

b. Traffic, Intersection, and Access Management Design

Utilizing information provided by the TOWN or its traffic consultant, determine and develop proposed traffic element modifications such as turn lane limits and locations, median opening locations, driveway geometries, and intersection geometries.

c. Typical Sections

Develop final proposed typical sections for all roadways. Typical sections shall include representations of the various proposed conditions, such as pavement materials and thickness, cross-slopes, side slopes, number of lanes, lane widths, retaining wall locations, shoulder widths, clear zones, border width, sidewalk locations, and right-of-way width. This list is not all-inclusive, and other information shall be added as needed to clarify the intent and purpose of the typical sections.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



d. Driveway Profiles / Cross Sections

Analyze all driveways within the project and develop driveway profiles as needed to ensure that driveways function as intended. (For example, residential driveways will be designed to accommodate passenger cars, commercial driveways will be designed to accommodate trucks). Delineate the limits of construction outside of the right-of-way as needed to secure an adequate driveway profile. Driveways shall be ADAAG/TAS compliant, as applicable.

e. Side Road Profiles

Develop profiles for each side street and analyze each for accessibility to trucks and buses. Delineate the limits of construction necessary to develop a suitable profile.

f. Intersection Layouts

Develop plan layouts for each side street and analyze each for positive drainage while identifying proposed elevations along each radius return to ensure acceptable intersection design.

3. Plan Development

a. Develop Final Typical Section Sheets

Prepare typical section sheets showing the existing typical section(s) and proposed typical section sections for all roadways

b. Prepare Control Data Sheets

Prepare a set of control data sheets listing horizontal and vertical control information. Coordinates, stations, and elevations of key alignment features and benchmarks shall be noted.

c. Plan and Profile Sheets

Using the approved preliminary geometric layout as the base drawing, prepare plan-profile sheets for each roadway at 1" = 50' (or smaller scale) horizontal scale and 1" = 10' vertical scale (or smaller) on 11" x 17" plan sheets, unless otherwise directed.

d. Roadway Cross-Sections

Provide design cross-sections that are annotated at all break points and are produced at a 1" = 10', 1" = 20' or other scale as directed, on 11" x 17" plan sheets or roll plots as directed. Original ground line, design subgrade line and finished grade line shall be shown. Provide three cross-section reports, one at the original ground line, one at the design subgrade line, and one at the finished grade line.

e. Cross Street Plan & Profiles

The ENGINEER shall develop cross street profiles using the same criteria as roadway plan & profiles.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



f. Summary of Roadway Quantities

Compute quantities and summarize in the plans and prepare a bid item list and estimated prices for all roadway-related facilities.

g. Assemble Applicable Standards

Identify and acquire all applicable standards. Modify standards as needed. Plot sheets and incorporate into the plans.

DRAINAGE (TASK G)

The drainage analysis and design for the Project shall be in accordance with the TOWN's Drainage Criteria Manual and Drainage Master Plan and shall include an analysis of the existing and proposed drainage within the Project limits, and design of drainage improvement plans as necessary for compliance with current TOWN standards.

1. Preliminary Drainage Design

a. Drainage Area Mapping

Delineate drainage area boundaries based on United States Geological Survey (USGS), or other suitable topographic maps (if available). Compare watershed boundaries and limits to information found in the TOWN's latest Drainage Study, if available.

b. Calculate Discharges

Determine conveyance paths, channel slopes, time of concentration, and runoff coefficients and Soil Conservation Service (SCS) curve numbers and other factors as required to determine frequency-discharge relationships using hydrologic models.

c. Develop HEC-RAS Model of Channels

Develop water surface profiles for the existing creek crossings. Determine profiles for design conditions and Federal Emergency Management Agency (FEMA) control conditions, including relevant conveyance features, (channels, culverts, slab bridges, encroachments) using HEC-RAS, HEC-2, or other models as approved by the TOWN. The task is intended to support drainage infrastructure designs and will be completed using means and methods that comply with FEMA standards. NOTE: FEMA Mapping is not included with this task.

d. Hydraulic Summary Report

Prepare a hydraulic summary report for the purpose of obtaining a floodplain development permit's (FDP) from the Town of Addison. The report will summarize analysis means, methods, and results, and will contain sufficient data, tables, exhibits, etc. necessary to support the FDP requests. ENGINEER shall submit necessary permit applications to Town of Addison required for the FDP.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



e. Recommended Drainage Improvement

Based on the model results and the TOWN's drainage criteria, provide recommendations for drainage improvements to be associated with the Project.

f. Identify Easement Requirements

The ENGINEER shall identify any required drainage easements needed to accommodate the recommended drainage improvements facilities.

g. Preliminary drainage analysis

Information will be compiled along with the recommended improvements and will be submitted to the TOWN with the Design Summary Report for review and approval.

2. Final Drainage Design

a. Sub Area Mapping and Inlet Sizing (Storm CAD or other approved method)

Subdivide the overall drainage areas into sub-areas and calculate the discharge directed to each proposed inlet. Analyze inlet capacities and adjust inlet locations and sub-areas as needed to obtain acceptable water spread widths within the roadway. Prepare a drainage area map identifying all sub-areas.

b. Storm Sewer Sizing (StormCAD or other approved method)

Size a network of storm sewers to collect inlet flows and route the discharge to the outfall locations selected in the alternative development stage. Prepare hydraulic data sheets for inclusion in the plans.

c. Culvert Sizing (HEC-RAS or other approved method)

Size each cross culvert to pass the appropriate design-year storm without exceeding allowable headwater elevations. The TOWN's latest Drainage Study Report will be used to establish design controls. Applicable FEMA criteria will also be satisfied. Prepare hydraulic data sheets for inclusion in the plans.

d. Storm Sewer Plan and Profile

Prepare storm sewer plan and profile sheets depicting storm sewer, inlets and manholes necessary to drain the facility and convey the runoff to the designated discharge points. The storm sewer plan profiles will be consistent with the hydraulic computations developed using StormCAD or other approved method, and the TOWN's latest Drainage Study Report. Inlets, manholes and junctions will be in accordance with District standard details. Prepare layouts at 1" = 50' (or smaller scale) horizontal and 1" = 10' vertical (or smaller) on 11"x17" plan sheets unless otherwise directed.

e. Culvert Layouts

Prepare culvert crossing layout sheets for each cross-drainage structure in accordance with applicable standard details, the TxDOT Hydraulic Manual, and the hydraulic computations developed utilizing HEC-RAS other approved method.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



Prepare layouts at 1" = 50' (or smaller scale) horizontal and 1" = 10' (or smaller) vertical on 11"x17" plan sheets unless otherwise directed.

f. Bridge Classification Culvert

The ENGINEER shall provide design calculations, layout sheets, structural details, quantities, and estimates for the culverts of sufficient size to be classified as a bridge. No bridge class culverts are anticipated for the Project.

g. FEMA Coordination (Excluded)

h. Special Inlet Details

Prepare custom details to clarify construction details of non-standard inlets, if needed.

i. Outfall Structure Details

Provide plan sheets and details to construct storm sewer outfalls in the existing downstream channels.

j. Channel and Easement Grading

Determine outfall-grading requirements and provide plans, details, and quantities to shape the outfall channel and stabilize the channel with slope protection or vegetation.

k. Miscellaneous Drainage Details

Prepare any and all necessary plan details necessary to clarify the construction requirements of the drainage facilities.

l. Hydraulic Data Sheets

Update Hydraulic Data Sheets to reflect the culvert designs.

m. Summary of Drainage Quantities

Compute quantities and summarize in the plans and prepare a bid item list and estimated prices for all drainage facilities.

n. Assemble Applicable Standards

Identify and acquire all applicable standards. Modify standards as needed. Plot sheets and incorporate into the plans.

SIGNING, MARKINGS, AND SIGNALIZATION (TASK H)

1. Prepare Base Mapping

The ENGINEER shall prepare Base Mapping to be used by all ENGINEERS on the project.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



2. Signing & Pavement Marking Layouts

Prepare signing and pavement marking layouts (1"=50' or smaller scale) in accordance with applicable design standards, and the TMUTCD. These layouts will depict signage, pavement marking, and delineator type on the same plan sheet.

3. Pavement Marking Details

Prepare any and all details necessary to clarify the construction requirements of the pavement marking plans.

4. Prepare Small Sign Details

Prepare small sign detail sheets for non-standard conditions. This sheet is intended to show the overall dimensions of the signs by determining letter size and spacing. Details will not be to scale.

5. Prepare Summary of Pavement Markings

Compute quantities and summarize in the plans and prepare a bid item list and estimated prices for all pavement markings.

6. Prepare Small Sign Summary

Determine the mounting requirements for each sign or sign cluster based on TMUTCD and/or other applicable standards. Provide a summary of all the signs together with totals for each mount type.

7. Signal Layouts and Design

a. Permanent Signal Design

The Engineer shall prepare permanent traffic signal modification plans for the proposed signalized intersections to be modified along Keller Springs and Addison Parkway at Quorum Drive. Specific design elements include the following:

Keller Spring Road at Quorum Drive

- replacement of the northbound, eastbound, southbound and westbound signal mast arm structures,
- replace existing signal cabinet from current location,
- remove existing cabinet foundation,
- integration of flashing yellow arrow operations,
- address ADA compliance due to signal improvements, and
- evaluate existing wiring and replace as necessary.

Addison Parkway at Quorum Drive

- replacement of the northbound, eastbound, southbound and westbound signal mast arm structures,
- replace existing signal cabinet from current location,
- remove existing cabinet foundation,
- integration of flashing yellow arrow operations.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



- address ADA compliance due to signal improvements, and
- evaluate existing wiring and replace as necessary.

It is assumed that the plan set for this contract will contain a quantity summary sheet; existing conditions layout (per intersection); two layout sheets (per intersection) showing traffic signal and signing/pavement marking improvements with the appropriate conduit/cable schedule, signal sequence chart, detector assignment chart, signal cable termination chart; traffic signal foundation and hardware detail sheets; and TxDOT standard sheets and in accordance with TOWN or specifications and standards.

The ENGINEER shall coordinate removal of conflicts with existing aerial and underground utilities and the permanent and/or temporary signals with the TOWN.

b. Project Meetings

At the outset of the project, the ENGINEER will prepare for and attend one kick-off meeting to discuss the TOWN project requirements and any special design or coordination needs.

After the preliminary submittal, the ENGINEER will prepare for and attend one meeting with Town staff to receive comments.

c. Base Map and Specifications Assembly

The ENGINEER will assemble applicable design standards and specifications from the TOWN.

Using plans of existing or proposed utilities, the ENGINEER will verify the location of above-ground utilities and show the location of underground utilities as indicated on the plans. If utility plans cannot be furnished by the TOWN, the ENGINEER will coordinate with the TOWN to conduct a locate using DIG TESS or Texas811.

Using plans of the existing or proposed intersection improvements, the ENGINEER will prepare a base map of existing roadway geometry and traffic control devices. This base map will be developed in an 11"x 17" format.

d. The ENGINEER shall prepare an Existing Condition Layout for Signalized Intersections.

e. The ENGINEER shall prepare Signal Layout Plan Sheets, which are to include

- Existing Traffic Control
- Existing Utilities
- Proposed Roadway Improvements
- Proposed Installation
- Proposed Additional Traffic Control
- Proposed illumination attached to signal poles

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



- f. The ENGINEER shall prepare Elevation Sheets.
- g. The ENGINEER shall prepare Electrical Schedules for improvements.
- h. The ENGINEER shall prepare Signal Detail Sheets which will include:
 - Signal Poles
 - Ground Boxes
 - Wiring Diagrams
 - Conduit and Conductor Tables
 - Detectors
 - Concrete Foundations
 - Vehicle and Pedestrian Signal Head Mounting Details
 - Phasing Sheet
 - ADA Improvements
 - Work Area Protection
- i. The ENGINEER shall prepare traffic signal general notes and basis of estimate.
- j. The ENGINEER shall prepare the summary of signal quantities.
- k. The ENGINEER shall develop signal standards including foundation standards.

The ENGINEER shall coordinate electric service with the appropriate utility for permanent signal installation. The permanent signal plans will show the power source and the corresponding conduit runs.

8. Temporary Signal Design

- a. The ENGINEER shall prepare temporary traffic signal plans to match proposed construction sequencing plans for the proposed signalized intersections. It is assumed that 3 phases will be required at each intersection. These plans will illustrate the layout of the proposed signals and associated small signs attached to signal mast arms or span wires, phasing diagrams and details.
- b. The ENGINEER will prepare a summary of temporary signal quantities.

MISCELLANEOUS PLAN DEVELOPMENT (TASK I)

The ENGINEER shall develop the following for inclusion into the plans:

- Project Title Sheet
- Index of Sheets
- General Notes Sheets
- Project Layout Sheets
- Easement and ROW Layout Sheets
- Subsurface Utility Engineering Sheets
- Horizontal and Vertical Survey Control Sheets
- Horizontal Alignment Data Sheets
- Typical Sections
- Removal Plan
- Miscellaneous Layouts or Detail Sheets (if applicable)

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



TRAFFIC CONTROL AND SEQUENCING (TASK J)

1. Develop Sequence of Construction

The ENGINEER shall develop a sequence of construction narrative for the proposed improvements.

2. Traffic Control Layouts

Prepare layouts (1" =100' or smaller scale) showing construction area for each phase of construction. It is anticipated that the Project's construction contractor will be responsible for preparing the detailed traffic control plans for the Project. Those plans will conform to the ENGINEER's traffic control and sequencing plans and will be developed in accordance with TMUTCD standards and sealed by an Engineer licensed in the State of Texas.

3. TCP Quantities Summary Sheet

The ENGINEER shall develop TCP Quantity Summary Sheets.

ILLUMINATION (TASK K)

1. Evaluate Existing and Proposed Pole Locations

- a. Evaluate existing pole locations and spacing.
- b. Confirm Town's preferred pole type and height along with spacing requirements
- c. Perform illumination calculations to verify luminaire spacing.

2. Meet with the TOWN to review and finalize pole spacing and layout preferences.

3. Prepare Illumination Plans and Specifications

- Prepare illumination pole layout sheets. Set pole locations to avoid conflicts with existing and proposed improvements.
- Prepare conduit plans.
- Prepare pole foundation plans and details.
- Determine wiring requirements, calculate voltage drops, and define circuits.
- Develop wiring summary tables.
- Coordinate with power company regarding power needs.
- Prepare specifications and miscellaneous details.
- Develop a summary of illumination quantities.
- Prepare bid plans and contract documents.

ENVIRONMENTAL AND STORM WATER POLLUTION PREVENTION PLANS (TASK L)

1. Preparation of a Storm Water Pollution Prevention Plan (SW3P)

Prepare SW3P data sheet in accordance with TOWN requirements and in accordance with TCEQ Texas Pollutant Discharge Elimination System permit TXR150000.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



2. Erosion Control Plan

Prepare erosion control layout sheets (1"= 100' or smaller scale on 11" x 17" plan sheets) showing all necessary erosion control devices such as: seeding (temporary and permanent), sodding, sediment control fences, rock filter dams, soil retention blankets, riprap slope protection and other devices as required. Erosion control plan shall be coordinated with the Traffic Control Plan and Sequence of Work.

3. Miscellaneous SW3P and Erosion Control Details

Prepare miscellaneous plan details necessary to clarify the requirements of the storm water pollution prevention plans.

WATER & WASTEWATER IMPROVEMENTS (TASK M)

It is assumed that all the Town's water and wastewater lines within the pavement limits of Keller Springs Road and Addison Parkway or within close proximity to the existing back of curb will be replaced as part of this roadway project. This assumption encompasses approximately 5,700 LF of water line ranging from 8" diameter to 16" diameter. Also included is approximately 3,500 LF of wastewater line ranging in size from 8" diameter to 10" diameter. The design of the replacement lines shall be in accordance with the Town's criteria as well as the requirements of TCEQ (i.e. TAC Title 30, Chapters 217 and 290). The water and wastewater improvements shall include the following:

1. Overall project water layout sheets

The water layout sheet shall identify the proposed water main improvement/existing water mains in the vicinity and all water appurtenances along with pressure plane boundaries, valves, and fire hydrants.

2. Overall project sewer layout sheets

The sewer layout sheet shall identify the proposed sewer main improvement/ existing sewer mains in the vicinity and all sewer appurtenances

3. Coordinates on all P.C.'s, P.T.'s, P.I.'s, manholes, valves, mainline fittings, etc., in the same coordinate system as the Control Points.

4. Bearings will be given on all proposed centerlines, or baselines.

5. Water Plan and Profile sheets which show the following:

- proposed water plan/profile and recommended pipe size
- fire hydrants
- water service lines and meter boxes
- gate valves and isolation valves
- existing meter and sizes
- existing fire line locations
- existing utilities and utility easements
- legal description (Lot Nos., Block Nos., and Addition Names) along with property ownership shall be provided on the plan view.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



6. Sewer Plan and profile sheets which show the following:

- proposed sewer plan/profile and recommended pipe size
- manhole locations
- existing service lines
- existing utilities and utility easements
- legal description (Lot Nos., Block Nos., and Addition Names) along with property ownership shall be provided on the plan view.

7. Water and Wastewater Services

The ENGINEER shall make provisions for reconnecting all identifiable water and/or wastewater service lines which connect directly to any main being replaced, including replacement of existing service lines within TOWN right-of-way or utility easement. When the existing alignment of a water and sanitary sewer main or lateral is changed, provisions will be made in the final plans and/or specifications by the ENGINEER to relocate all service lines which are connected to the existing main and connect said service lines to the relocated main.

8. Special Details

The ENGINEER will prepare special details for water and sewer line installation and/or replacement that are not already included in the TOWN's standard details. These may include connection details between various parts of the project, tunneling details, boring and jacking details, relocations, details unique to the construction of the project, trenchless details, and special service lateral reconnections.

LANDSCAPE AND AESTHETIC IMPROVEMENTS (TASK N)

Provide landscape architecture and design services for the preparation of plans and specifications for the reconstruction of the existing Keller Spring Road and Addison Parkway medians and parkways between Addison Road and Dallas Parkway. This effort involves improvements for approximately four (4) medians and two (2) parkways along Keller Springs Road and two (2) parkways along Addison Parkway. The scope of work for this task of the Project includes evaluation of existing median improvements, removal of existing landscaping features and design of new landscaping features and irrigation systems. In addition, ENGINEER will design improvements for approximately five (5) DART bus stops that exist along Keller Springs Road.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



1. Research and Data Collection

- a. Coordinate and confirm intent of median improvements with TOWN staff.
- b. Document existing conditions through photography.
- c. Confirm inventory and catalog existing plant material in medians.
- d. Gather project information using TOWN GIS, record documents, aerial photographs, plats or similar base map data resources.
- e. Research TOWN ordinances and criteria for the proposed median improvements, (e.g. sight line visibility requirements, and pedestrian-vehicle interactions).
- f. Identify existing landscape and irrigation improvements impacted by the proposed median improvements.
- g. Confirm the TOWN's intent for gateway monumentation, and incorporation into the overall streetscape design concept.

2. Conceptual Plans

- a. Prepare conceptual median schematic design based on Project intent of streetscape guidelines and electronic data collection (aerial topography and photography), to include planting, shrub massing, hardscape layout, walks & trails, street furnishings, and street lights.
- b. Prepare preliminary exhibit for utility coordination. Acknowledge foreseeable issues, opportunities, and constraints associated with median alignment.
- c. Identify potential median safety concerns and sight line visibility constraints.
- d. Acknowledge median landscape maintenance challenges.
- e. List preliminary details and notes as needed and related to the project.
- f. Prepare an Opinion of Probable Construction Costs.
- g. Submit Conceptual design documents for review and comment.
- h. Receive Staff comments to incorporate into the design documents.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



3. Preliminary Plans (60% drawings)

- a. Develop the median landscape design based on the Schematic Design and identified opportunities and constraints
- b. Develop preliminary specifications for the proposed improvements
- c. Evaluate median-safety concerns and sight line visibility constraints
- d. Evaluate median landscape maintenance challenges
- e. Coordinate the proposed median landscape with utility jurisdictions and TOWN
- f. Update Opinion of Probable Construction Costs
- g. Submit Preliminary Plan documents for review and comment
- h. Receive Staff comments to incorporate into Design Development documents

4. Final Plans (90% and 100% drawings)

- a. Prepare specifications for the proposed improvements
- b. Prepare plan set documents to include:
 - Hardscape controls
 - Tree preservation and removal plan, if necessary
 - Tree preservation details and direction
 - Median landscape planting plans
 - Irrigation design plans
 - Bus stop improvement and furnishings plans
 - Miscellaneous details and notes
- c. Update the Opinion of Probable Construction Cost

QUANTITIES, SPECIFICATIONS, ESTIMATE, AND BID DOCUMENTS (TASK O)

1. General Notes and Specification Data

Develop a complete set of General Notes and Specification Data, based on applicable bid items. Identify any Special Specifications and Special Provisions applicable to the project. Prepare any new Special Specifications or Special Provisions needed for the project and submit with appropriate justification.

2. Estimate

Prepare a construction cost estimate using locally preferred bid items and estimated unit prices, in Excel format.

3. Construction Contract Time Determination

Prepare a Construction Contract Time estimate.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



4. Bid Package

Prepare a bid-ready package including contractor plan copies and a bound bid packet including general bidding requirements, bidding documents, bid proposal, specifications and provisions, applicable contractor bonding/insurance documents, and any other documents necessary for bidding of the project. ENGINEER must also provide electronic copies of all bidding documents in applicable Word/Excel format. It is assumed that the TOWN will be responsible for preparing and assembling the copies of the bid documents for distribution to prospective bidders.

BID PHASE SERVICES (TASK P)

1. Bid Services

a. Plan Distribution

ENGINEER will provide the TOWN with a master set of plans and specifications to be used by the TOWN for reproduction and distribution to bidders.

b. Pre-Bid Meeting

ENGINEER shall attend up to two (2) Pre-Bid Conferences with TOWN representatives and prospective bidders, prepare a sign-in sheet, and Pre-Bid Conference Minutes, prepare and issue addenda as appropriate to clarify, correct, or change the bidding documents.

c. Bidder Questions

Assist the TOWN in addressing and responding to bidder questions and requests.

d. Addenda

ENGINEER shall prepare and issue addenda as appropriate to clarify, correct, or change the bidding documents.

e. Bid Opening and Tabulation

ENGINEER shall attend the formal opening of bids and tabulate and furnish to TOWN an original CD with .xis file, and five (5) copies of the bid tabulation together with written recommendation regarding the award of the contract within seven (7) calendar days of receiving the bid documents from the TOWN. The recommendation for award should include contractor's past performance, experience and competence.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



EASEMENT AND RIGHT-OF-WAY ACQUISITION (TASK Q)

1. Negotiation and Acquisition

- a. Engineer will provide negotiation and acquisition services for the proposed easements and right-of-way associated with the Project. It is anticipated that up to twelve (12) easement and/or right-of-way (ROW) parcels will be required for the roadway and utility improvements.
- b. ENGINEER will research property values from tax records and readily available real estate information. Value estimates will be prepared for each property being considered for an easement or ROW taking.
- c. ENGINEER will meet with each property owner to discuss the project and the need to secure from him/her the easement and/or ROW to accommodate the proposed improvements. If property owner is not local, discussions will be by telephone, email, or mail.
- d. ENGINEER will request that the property owner convey the easement and/or ROW with no compensation. If compensation is requested, a written offer will be prepared based on the tax value of the property and input from the TOWN.
- e. If owner does not agree to the offer, ENGINEER will try to negotiate a settlement if there is room for compromise. Any proposed settlement will be coordinated with the TOWN.
- f. After the easement or ROW documents are signed by the property owner, they will be presented to the TOWN for recording.
- g. If negotiations reach an impasse, ENGINEER will confirm with the TOWN that eminent domain (condemnation) action should be initiated. The following services will be performed as an Additional Services on an hourly reimbursable basis. The anticipated effort for each condemnation action is not to exceed \$8,500 (Eight Thousand Five Hundred Dollars).
 - i. ENGINEER will secure a formal appraisal for the property interest.
 - ii. Using the appraisal, prepare and submit a written offer to the property owner for purchase of the easement or ROW.
 - iii. ENGINEER will negotiate with the property owner in good faith on all issues.
 - iv. If negotiations fail, coordinate with the TOWN to prepare and submit a Final Offer letter based on the appraisal value.
 - v. If the property owner rejects the Final Offer and negotiations fail, all files and reports will be delivered to the TOWN Attorney for legal condemnation proceedings.
 - vi. ENGINEER will meet with the TOWN Attorney to prepare for the hearing and testify at the hearing as required

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



INDEPENDENT DESIGN REVIEW (TASK R)

1. Design Review and Coordination

- a. Engineer will provide an independent review of the Design at each project milestone – concept (30%), 60%, 90%, and 100%. Comment reviews will be generated and documented in a review comment log. Based upon such reviews, the Independent Review Team will recommend acceptance and approval of such plans, specifications and estimates to the TOWN. The reviews will include all design aspects of the Keller Springs Road and Airport Parkway Project including: roadway/paving, structures, drainages, signalization, lighting and landscaping improvements, traffic management, construction sequencing, construction cost estimates, and specifications.
- b. Participate in design workshops that aid in the review of milestone deliverables of interagency design approvals. This is assumed to be four (4) design workshops.

PROJECT DELIVERABLES

1. CONCEPT SCHEMATIC SUBMITTAL

This milestone submittal will primarily be for Project review only and shall include, at a minimum, the following conceptual documents and activities:

- Project Design Summary Report (DSR)
- Design Exceptions (if applicable)
- Concept Paving Plan/Profile Schematic
- Concept Paving Cross Section Schematic
- Concept Utility Plan Schematic (Water, Sanitary Sewer, and Storm Drain)
- Concept Median Landscaping and Illumination Plan
- Traffic Control and Sequencing Concept
- ROW Ownership Map & Proposed Additional ROW/Easement Locations
- SUE (level D, C, & B)
- Opinion of Probable Construction Cost

Furnish TOWN with two (2) paper copies and two (2) CD's containing an Adobe Acrobat PDF copy of the above items.

Deliver all electronic files (models, spreadsheets, shape files, CADD files, etc.) on a CD. All files must be fully operational and located on the appropriate levels.

The ENGINEER shall submit the Concept Schematic design package through a short design meeting/workshop and allow 3 weeks for TOWN review and comment. ENGINEER shall not proceed with Preliminary Submittal design until provided with written TOWN approval of the Concept submittal.

2. PRELIMINARY SUBMITTAL (60%)

Submittal package shall contain/include but not be limited to, at a minimum, a written response to TOWN's CONCEPT SCHEMATIC review comments, the concept schematic review set with revisions based on the concept schematic review comments, and the following documents and activities:

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



- Title Sheet and Index
- General Notes
- Standard Details
- Typical Sections
- Traffic Control and Sequencing Plans
- Removal Layouts
- Control Sheets
- Roadway Plan & Profile Sheets (including Cross Streets)
- Driveway Profiles
- Retaining Wall Layouts (if applicable)
- Drainage Area Map (including summary of computations)
- Storm Sewer Plan & Profile (including summary of computations)
- Culvert Layouts (including hydraulic summary)
- Existing Utility Layouts
- Traffic Signal Layouts
- SW3P Data and Layouts
- Cross Sections
- Signing & Pavement Markings
- Intersection Improvements
- Water Line Improvements
- Wastewater Line Improvements
- Illumination Layout
- Landscape Layout
- Specifications
- ROW Parcel Exhibits
- Opinion of Probable Construction Cost (60%)
- Revise and Refine Designs based on TOWN Comments

Furnish TOWN with two (2) paper copies and two (2) CD's containing an Adobe Acrobat PDF copy of the above items associated with the 60% Submittal Package.

Deliver all electronic files (models, spreadsheets, shape files, CADD files, etc.) on a CD. All files must be fully operational and located on the appropriate levels.

The ENGINEER shall submit the 60% design package through a short design meeting/workshop and allow 4 weeks for TOWN review and comment. ENGINEER shall not proceed with Pre-Final Submittal design until provided with written TOWN approval of the Preliminary Submittal.

3. PRE-FINAL SUBMITTAL (90%)

Submittal package shall contain/include but not be limited to, at a minimum, a written response to TOWN's PRELIMINARY SUBMITTAL (60%) review comments, the 60% review set with revisions based on the 60% review comments, and the following documents and activities:

- Title Sheet and Index
- General Notes
- Standard Details
- Typical Sections
- Traffic Control Plans
- Removal Layouts
- Control Sheets

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



- Roadway Plan & Profile Sheets (including Cross Streets)
- Driveway Profiles
- Retaining Wall Layouts (if applicable)
- Drainage Area Map (including summary of computations)
- Storm Sewer Plan & Profile (including summary of computations)
- Culvert Layouts (including hydraulic summary)
- Existing Utility Layouts
- Traffic Signal Layouts
- SW3P Data and Layouts
- Cross Sections
- Signing & Pavement Markings
- Intersection Improvements
- Water Line Improvements
- Wastewater Line Improvements
- Illumination Layout
- Landscape Layout
- Specifications
- Opinion of Probable Construction Cost (90%)
- Bid Documents
- Revise and Refine Designs based on TOWN Comments

Furnish TOWN with two (2) paper copies and two (2) CD's containing an Adobe Acrobat PDF copy of the above items associated with the 90% Submittal Package.

Deliver all electronic files (models, spreadsheets, shape files, CADD files, etc.) on a CD. All files must be fully operational and located on the appropriate levels.

The ENGINEER shall submit the 90% design package through a short design meeting/workshop and allow 4 weeks for TOWN review and comment. ENGINEER shall not proceed with Final Submittal design until provided with written TOWN approval of the Pre-Final Submittal.

4. FINAL SUBMITTAL (100%)

Submittal package shall contain/include but not be limited to, at a minimum, a written response to TOWN PRE-FINAL SUBMITTAL (90%) review comments, the 90% review set with revisions based on the 90% review comments. Submit 100% signed and sealed Bid-ready Drawings, Project Specifications/Bid Form, and Opinion of Probable Construction Cost estimate (excluding land costs) along with the reviewed Pre-Final drawings, specifications, and Opinion of Probable Construction Cost (if necessary). ENGINEER shall also submit the construction schedule and an estimate of construction duration. ENGINEER shall obtain all required utility approval signatures prior to the Final Submittal. Plans shall be submitted with the QA/QC Certification Form.

Furnish as a part of ENGINEER's basic fee not more than five (5) paper sets of bidding documents and not more than five (5) CD's with an Adobe Acrobat PDF copy of the bidding documents. CDs shall be separate from the paper set of the bidding documents. Bidding documents shall include but are not limited to the following:

- Title Sheet and Index
- General Notes
- Standard Details
- Typical Sections

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



- Traffic Control Plans
- Removal Layouts
- Control Sheets
- Roadway Plan & Profile Sheets (including Cross Streets)
- Driveway Profiles
- Retaining Wall Layouts (if applicable)
- Drainage Area Map (including summary of computations)
- Storm Sewer Plan & Profile (including summary of computations)
- Culvert Layouts (including hydraulic summary)
- Existing Utility Layouts
- Traffic Signal Layouts
- SW3P Data and Layouts
- Cross Sections
- Signing & Pavement Markings
- Intersection Improvements
- Water Line Improvements
- Wastewater Line Improvements
- Illumination Layout
- Landscape Layout
- Specifications
- Opinion of Probable Construction Cost (100%)
- Construction Time Determination
- Bid Documents
- Revise and Refine Designs based on TOWN Comments

Furnish TOWN with one (1) CD containing an Adobe Acrobat PDF copy of the above items associated with the 100% Submittal Package.

Deliver all electronic files (models, spreadsheets, shape files, CADD files, etc.) on a CD. All files must be fully operational and located on the appropriate levels.

Exhibit A3: Basic Engineering Services for Keller Springs Rd/Airport Pkwy



TOWN OF ADDISON EAST/WEST ROADS
KELLER SPRINGS ROAD AND AIRPORT PARKWAY
(ADDISON ROAD TO DALLAS PARKWAY)

EXHIBIT A4: ADDITIONAL ENGINEERING SERVICES

EXCLUSIONS AND ADDITIONAL SERVICES

Services not specifically identified in Basic Engineering Services shall be considered additional services and shall be performed on an individual basis upon written authorization by the TOWN.

The following services are not included in the Basic Engineering Service and can be provided as an additional service with written scope and fee:

- Any additional meetings, presentations and field visits not specified in this scope of services.
- Design or coordination related to public art opportunities.
- Attendance and preparation for meetings beyond those identified in the Scope of Services.
- Construction staking.
- Special floodplain studies for off-site drainage or FEMA flood plain map amendments other than those listed in the Scope of Services.
- Preparation of Traffic Control Plans other than those listed in the Scope of Services.
- Storm Water Pollution Prevention Plans other than those listed in the Scope of Services.
- Staking of floodplain and /or floodway limits.
- Survey or design of improvements outside of the Project limits.
- Traffic studies.
- Landscaping and streetscaping plans for the existing parkways.
- Pedestrian lighting plans or improvements.
- Color marketing exhibits beyond the stated in the Scope of Services.
- Demolition plans for any existing structures or facilities.
- Geotechnical investigations, environmental impact statements, evaluation or permitting related to TCEQ or the United States Army Corps of Engineers.
- Design of franchise utility relocations.
- Value Engineering of layouts, designs or plans that have been approved for bidding by the TOWN.
- Condemnation services.
- Construction Administration Services
- Construction Observation on-site project services

Exhibit A4: Additional Engineering Services for East/West Roads (Keller Springs Road and Airport Parkway)

Page 1



TOWN OF ADDISON EAST/WEST ROADS
KELLER SPRINGS ROAD AND AIRPORT PARKWAY
(ADDISON ROAD TO DALLAS PARKWAY)

EXHIBIT A5: SERVICES TO BE PROVIDED BY THE OWNER

Responsibilities of the TOWN

The TOWN shall perform and/or provide the following in a timely manner so as not to delay the Services of the ENGINEER. Unless otherwise provide in this Scope of Services, the TOWN shall bear all costs incident to compliance with the following:

1. Furnish all documents for all existing and proposed facilities within the Project limits.
2. Furnish electronic or hard copy construction plans and documents for all existing facilities or those proposed by work outside the Scope of Services within the Project limits as information becomes available.
3. This scope of services anticipates that the TOWN or its representatives will provide base information for any other projects being designed within or adjacent to the Project limits. If possible, the information shall be provided in electronic format.
4. Furnish the TOWN's standard specification documentation.

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

**Agreement by and between the Town of Addison, Texas (Town)
And Jacobs Engineering Group Inc. (Consultant)
to perform Professional Engineering Services for
East/West Roads
(Keller Springs and Airport Parkway)**

I. COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY.

**TOWN OF ADDISON EAST/WEST ROADS
KELLER SPRINGS ROAD AND AIRPORT PARKWAY
(ADDISON ROAD TO DALLAS PARKWAY)**

EXHIBIT B: COMPENSATION SCHEDULE

	Basic Services Lump Sum	Special Service Time and Materials
Task A – Concept Studies and Preliminary Engineering:	\$ 103,380.00	
Task B – Public Involvement:		\$ 91,920.00
Task C – Utility Coordination and SUE:		\$ 159,522.09
Task D – Project Management:	\$ 135,230.00	
Task E – Field Surveying:		\$ 104,508.50
Task F – Roadway Design:	\$ 127,800.00	
Task G – Drainage:	\$ 107,480.00	
Task H – Signing, Markings and Signalization:	\$ 104,250.00	
Task I – Miscellaneous Plan Development:	\$ 16,680.00	
Task J – Traffic Control and Sequencing:	\$ 22,800.00	
Task K – Illumination:	\$ 31,900.00	
Task L – Environmental and SWPPP:	\$ 8,770.00	
Task M – Water and Wastewater Improvements:	\$ 55,090.00	
Task N – Landscaping and Aesthetics:	\$ 110,070.00	
Task O – Quantities, Estimate, Specifications and Bid Documents:	\$ 42,480.00	
Task P – Bid Phase Services:		\$ 12,720.00
Task Q – Easement and ROW Acquisition:		\$ 116,870.00
Task R – Independent Design Review		\$ 49,200.00
Direct Expenses		\$ 38,329.41
TOTAL	\$ 865,930.00	\$ 573,070.00
TOTAL MAX COMPENSATION	\$ 1,439,000.00	

Exhibit B: Compensation for East/West Roads (Keller Springs Road and Airport Parkway)

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

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

II. **GUIDELINES FOR DIRECT EXPENSES**.

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

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by Town. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

B. **Supplies, Material, Equipment** – Town shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by Town's Project Manager in writing.

C. **Commercial Reproduction** – Town shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to Town at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that the Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the Town. Consultant shall provide such documentation to Town for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

D. **In-House Reproduction** - Consultant shall make arrangements with the Town for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. Town shall provide Consultant with a standard format for documenting these charges. Completion of the Town's reproduction log is required as a prerequisite for payment, including the number or reproductions, the

date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

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

III. **GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.**

- 1. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to Town specifically what costs are included in the markup calculation. To apply

General and/or Administrative Markup, Consultant must also document to Town what costs would be considered direct costs. Town shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. Town reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

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

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

REQUIREMENTS

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

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

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

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

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be **faxed** to the Purchasing Department:

972-450-7074 or emailed to: purchasing@addisontx.gov. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

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

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

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

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

AGREEMENT

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

Project/Bid# Keller Spring Road and Airport Parkway Project
Company: Jacobs Engineering Group Inc.
Printed Name: Carlos A. Negrón
Signature: _____ **Date:** 11/25/2019

EXHIBIT "E"
AFFIDAVIT

THE STATE OF TEXAS

§
§
§

THE COUNTY OF DALLAS

I, Ken Hall, a member of Jacobs Engineering Group Inc., make this affidavit and hereby on oath state the following:

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

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

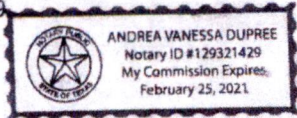
Upon filing this affidavit with the Town of Addison, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of a public body which took action on the agreement.

Signed this 25th day of November, 2019.

Ken Hall OPERATION LEAD - NTX / OK
Signature of Official / Title

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

Sworn to and subscribed before me on this 25th day of November, 2019.



Andrea Vanessa Dupree
Notary Public in and for the State of Texas
My commission expires: 2/25/21

EXHIBIT "E"
AFFIDAVIT

*The Jacobs organization has a talent force of more than 50,000, approximately \$13 billion in revenue, and over 300 global operating entities, with approximately 100 operating entities in the United States and Canada. Jacobs provides a full spectrum of services including scientific, technical, professional, construction, and program management for business, industrial, commercial, government, and infrastructure sectors. Our corporate profile and public filings can be found at <http://invest.jacobs.com/investors/default.aspx#corporate>. As such, Jacobs does not maintain a verifiable list of employee's relationships that would fully respond to this inquiry. However, on information and belief, without independent investigation, Jacobs has no knowledge of any such relationships that would cause a conflict of interest in the performance of the work contemplated.

EXHIBIT "F"
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

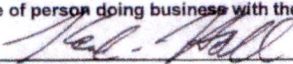
FORM CIQ CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person who has a business relationship with local governmental entity.</p> <p align="center">N/A</p>	<p>Date Received</p>
<p>2. Check this box if you are filing an update to a previously filed question <input type="checkbox"/></p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">N/A</p> <p align="center">_____ Name of Local Government Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p>4. Signature of person doing business with the governmental entity Date:</p> <p align="center">  _____ Signature </p> <p align="center"> 11/25/19 _____ Date </p>	

EXHIBIT "F"
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

Local Government Officers Town of Addison, Texas

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

Mayor:	Joe Chow
Council Members:	Marlin Willesen, Council Member Guillermo Quintanilla, Council Member Lori Ward, Council Member Paul Walden, Council Member Ivan Hughes, Council Member Tom Braun, Council Member
City Manager:	Wesley S. Pierson

Council Meeting

7.

Meeting Date: 05/16/2022

Department: Infrastructure- Development Services

Pillars: Excellence in Transportation Systems

Milestones: Improve all modes of transportation with infrastructure in an acceptable condition and well maintained

AGENDA CAPTION:

Consider Action to **Reject Bids Received in Response to Bid #22-72 for Bella Lane North Connector – Vitruvian Park Public Infrastructure Project.**

BACKGROUND:

On February 1, 2022, staff issued a Request for Bid on CIVCAST as Bid Number 22-72 for the Bella Lane North Connector - Vitruvian Park Public Infrastructure Phase 6, Block 300 Project. Bid responses from four construction companies were opened on March 3, 2022.

Recent changes in the updated design of the Vitruvian development have affected the grading, drainage, water, wastewater, utilities, and alignment of roads for the Bella Lane North Connector Project.

Staff intends to re-issue the Request for Bids once the changes in the project design are finalized.

RECOMMENDATION:

Administration recommends approval.

Council Meeting

8.

Meeting Date: 05/16/2022

Department: City Manager

Milestones: Promote and protect the Addison Way

AGENDA CAPTION:

Consider Action on a **Resolution Denying Oncor Electric Delivery Company LLC's Application for Approval of a Distribution Cost Recovery Factor.**

BACKGROUND:

The purpose of this resolution is to deny the Distribution Cost Recovery Factor application that is expected to be filed by Oncor Electric Delivery Company LLC (Oncor) on May 13, 2022 which will seek to increase distribution rates. It is standard practice to pass a resolution as the first step in a process to review Oncor's application and attempt to negotiate with Oncor regarding this proposed increase. The Council approved a similar resolution on April 27, 2021 in response to an application for a rate increase made by Oncor.

Due to there only being one Council meeting (May 16, 2022) scheduled between the anticipated filing and a deadline to pass a resolution in opposition, we are posting this item without the proposed resolution. We cannot develop the resolution until Oncor makes their filing. Since Oncor's anticipated filing date is after our deadline to post the May 16 Council Agenda, the resolution will be provided at the meeting. It is anticipated that the resolution will be nearly identical to the one passed by Council in 2021 with updates being made to the filing date, amount sought, and docket number. The 2021 resolution (R21-02) is being attached for reference purposes.

Addison is a member of the Oncor Cities Steering Committee (OCSC). The OCSC is comprised of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area. The OCSC will engage with consultants and legal council on behalf of the member cities to resolve issues with Oncor's filing.

The proposed resolution will:

- Authorize the Town to participate with the OCSC;
- Authorize the hiring of Lloyd Gosselink and consultants to review the filing, negotiate with Oncor, make recommendations to the Town regarding reasonable rates, and to direct any necessary administrative proceedings or

- court litigation associated with an appeal of Oncor's DCRF application;
- State the rates proposed by Oncor are found to be unreasonable and should be denied;
 - State that Oncor should continue to charge its existing rates to customers within the Town;
 - State that Oncor shall reimburse the City for its reasonable rate case expenses;
 - State that the Resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noted; and,
 - State to whom a copy of the approved and signed Resolution will be sent.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution R21-02 - Oncor Distribution Cost Recovery Factor Denial

RESOLUTION NO. R21-021

A RESOLUTION OF THE TOWN OF ADDISON, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR TO INCREASE DISTRIBUTION RATES WITHIN THE TOWN SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH ONCOR CITIES STEERING COMMITTEE; AUTHORIZING THE HIRING OF LEGAL COUNSEL AND CONSULTING SERVICES; FINDING THAT THE TOWN'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the Town of Addison, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the Oncor Cities Steering Committee ("OCSC") is a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area in matters before the Public Utility Commission ("Commission") and the courts; and,

WHEREAS, on or about April 8, 2021 Oncor filed with the City an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF"), PUC Docket No. 51996, seeking to increase electric distribution rates by approximately \$97.8 million annually;and

WHEREAS, the City will cooperate with OCSC in coordinating their review of Oncor's DCRF filing with designated attorneys and consultants, prepare a common response, negotiate with the Company, and direct any necessary litigation, to resolve issues in the Company's filing; and

WHEREAS, all electric utility customers residing in the City will be impacted by this rate making proceeding if it is granted; and

WHEREAS, working with the OCSC to review the rates charged by Oncor allows members to accomplish more collectively than each city could do acting alone; and

WHEREAS, OCSC's members and attorneys recommend that members deny the DCRF.

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

SECTION 1. That the City is authorized to participate with OCSC in Commission Docket No. 51996

SECTION 2. That, subject to the right to terminate employment at any time, the Town of Addison hereby authorizes the hiring of the law firm of Lloyd Gosselink Rochelle & Townsend, P.C. and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal Oncor's DCRF application.

SECTION 3. That the rates proposed by Oncor to be recovered through its DCRF charged to customers located within the City limits should be denied.

SECTION 4. That the Company shall continue to charge its existing rates to customers within the City.

SECTION 5. That the City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of the adoption of this Resolution, and within 30 days of presenting monthly bills to Oncor thereafter.

SECTION 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 7. That a copy of this Resolution shall be sent to J. Michael Sherburne, VicePresident - Regulatory, Oncor Electric Delivery Company LLC, 1616 Woodall Rogers Freeway, Dallas, Texas 75202; to Tab R. Urbantke, Hunton Andrews Kurth LLP, 1445 Ross Avenue, Suite 3700, Dallas, Texas 75202 and to Thomas Brocato, General Counsel to OCSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, TX 78767-1725, or tbrocato@lglawfirm.com.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the 27th day of APRIL 2021.

TOWN OF ADDISON, TEXAS



Irma G. Parker

Irma Parker, City Secretary

Joe Chow

Joe Chow, Mayor

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

Council Meeting

9.

Meeting Date: 05/16/2022

Department: Development Services

AGENDA CAPTION:

Hold a Public Hearing, Present, Discuss, and Consider Action on an **Ordinance Approving a Special Use Permit (SUP) for Property Located at 5280 Belt Line Road that is Currently Zoned Local Retail (LR), to Allow a Portion of the Building to be Used as a Restaurant.** Case 1847-SUP/5280 Belt Line Road (Sweetgreen).

BACKGROUND:

The Addison Planning and Zoning Commission, meeting in regular session on April 19, 2022, voted to recommend approval of an ordinance changing the zoning on property located at 5280 Belt Line Road, which property is currently zoned Local Retail (LR), by approving a Special Use Permit (SUP) to allow a portion of the building to be used as a restaurant, subject to the following condition:

- Meso Maya SUP Ordinances O16-042 and O18-007 are repealed upon issuance of a CO for either Sweetgreen or Postino.

Voting Aye: Branson, Catalani, Craig, DeFrancisco, Fansler, Meleky, Souers

Voting Nay: none

Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: none

On: none

Against: none

Please refer to the Staff Report for additional details.

RECOMMENDATION:

Administration recommends approval.

Attachments

Presentation: 1847-SUP

Ordinance: 1847-SUP

Staff Report: 1847-SUP

Sweetgreen Letter of Intent: 1847-SUP

Plans: 1847-SUP

Sweetgreen and Postino Special Use Permits (1847-SUP/1848-SUP)

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

Case 1847-SUP/1848-SUP Sweetgreen & Postino

ADDISON

LOCATION:

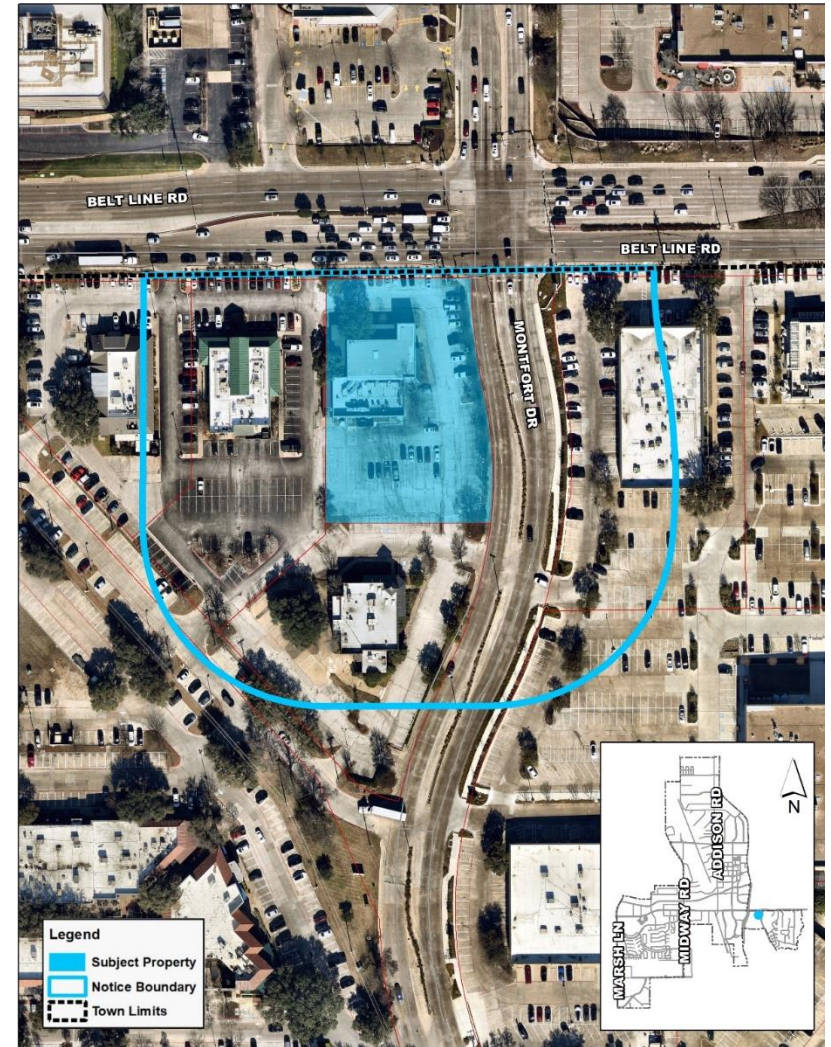
5280 Belt Line Road.

REQUEST:

Approval of a Special Use Permit for a restaurant (Sweetgreen) and approval of a Special Use Permit for a restaurant with the sale of alcoholic beverages for on-premises and off-premises consumption (Postino).

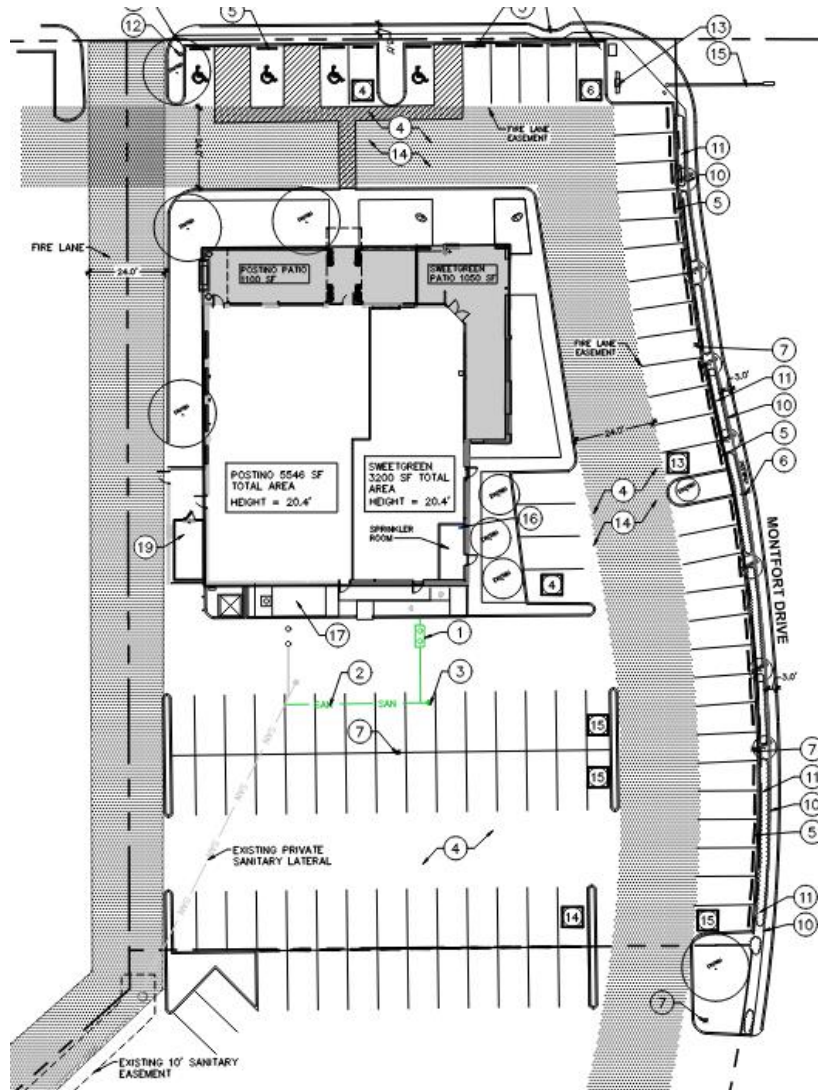
ACTION REQUIRED:

Discuss, consider, and take action on the appropriateness of the proposed restaurant uses and the sale of alcoholic beverages for on-premises and off-premises consumption, and associated site conditions at the subject property.



Case 1847-SUP/1848-SUP Sweetgreen & Postino

ADDISON



PROJECT HISTORY:

1979 – developed as Don Miguel’s Restaurant, and shortly thereafter, converted to El Fenix

2016, 2018 – SUPs for Meso Maya approved

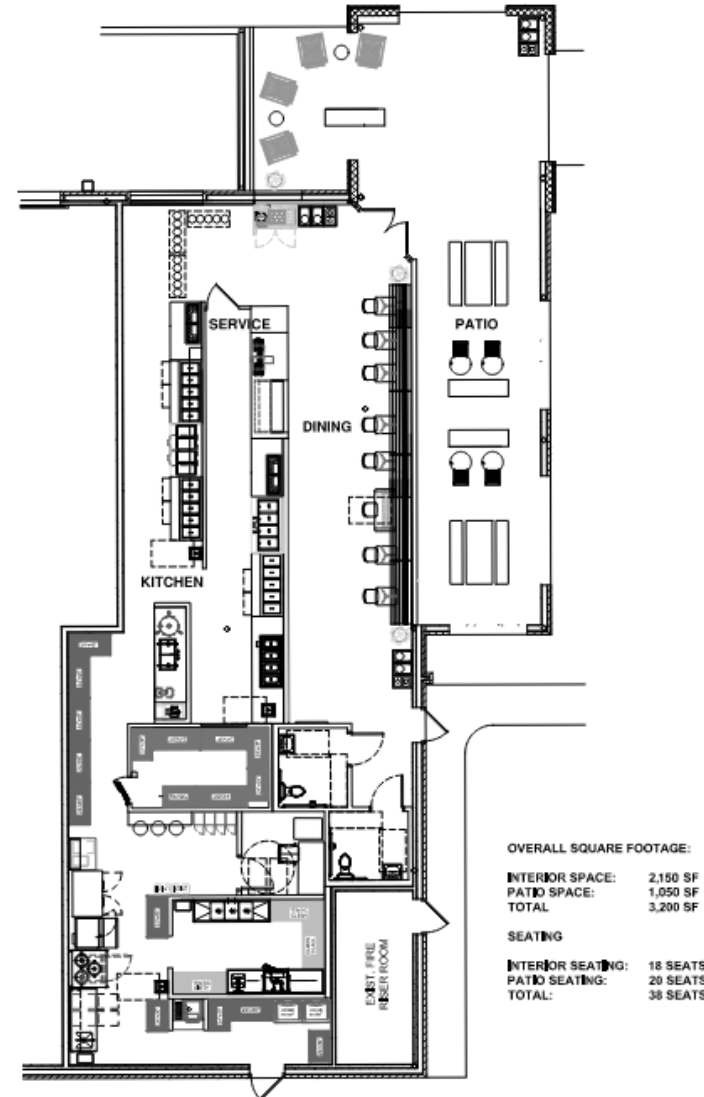
Present – Sweetgreen and Postino propose to subdivide the building space to create two distinct restaurants with patios within the existing building footprint

Case 1847-SUP/1848-SUP Sweetgreen & Postino

ADDISON

SWEETGREEN RESTAURANT USE:

- 2,150 SF of interior floor area
- 1,050 SF of covered patio space
- Seating for 18 indoors, 20 on the patio
- No alcohol sales

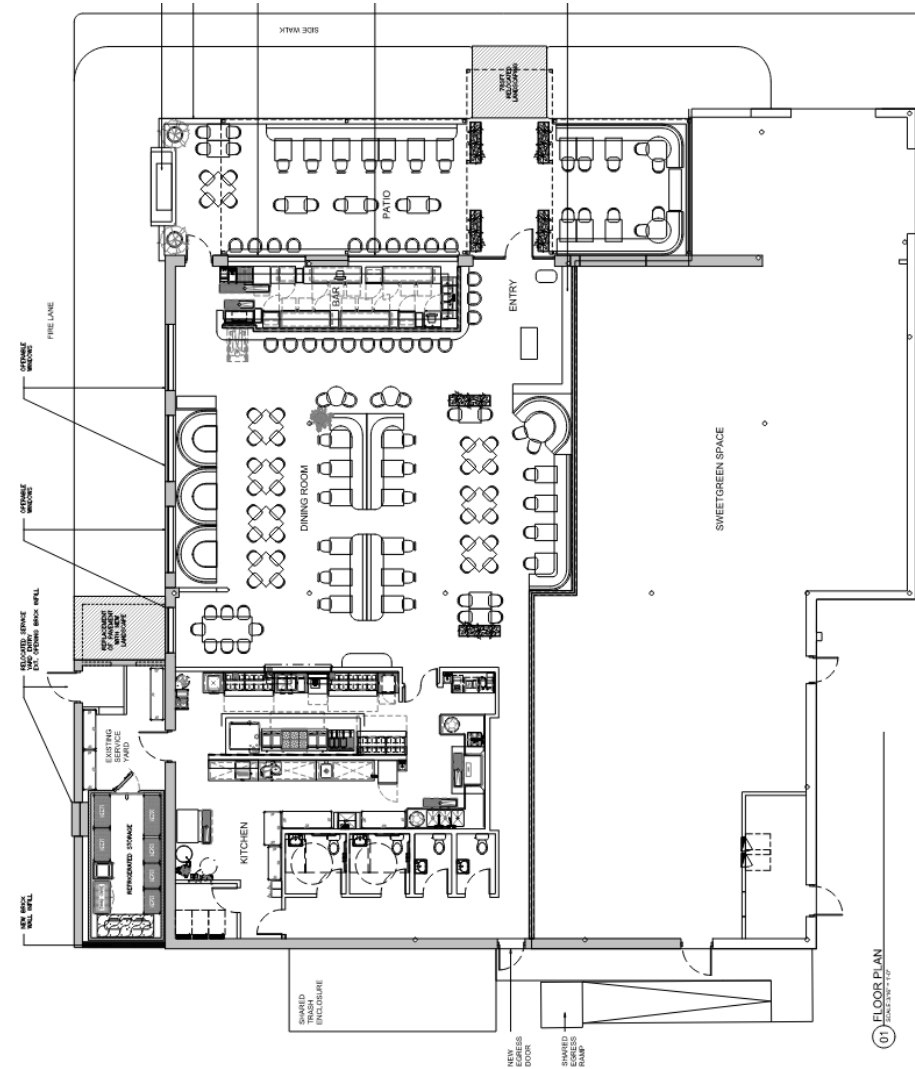


Case 1847-SUP/1848-SUP Sweetgreen & Postino

ADDISON

POSTINO RESTAURANT USE:

- 4,400 SF of interior floor area
- 1,000 SF of covered/uncovered patio space
- Seating for 110 indoors, 50 on the patio
- Alcohol sales for on-premises and off-premises consumption



Case 1847-SUP/1848-SUP Sweetgreen & Postino

ADDISON



PARKING:

Currently, the site provides the minimum required parking supply, but does not comply with handicapped parking requirements. Two parking spaces were removed to add one additional handicapped parking space to bring the site into better compliance.

OPEN SPACE AND LANDSCAPE:

Site does not currently comply with landscape area or buffer requirements. A small amount of landscape area was added, and parking lot and base landscape will be enhanced on site to bring the site into better compliance.



EXTERIOR APPEARANCE:

The applicant intends to modify the façade to reflect two distinct tenant spaces. The façade plan complies with Town codes.

Case 1847-SUP/1848-SUP Sweetgreen & Postino

ADDISON

PUBLIC NOTICE:

Notice of public hearing was provided to property owners within 200 feet of the subject property in accordance with Town and State law.

NOTICE RECIPIENTS: 7.

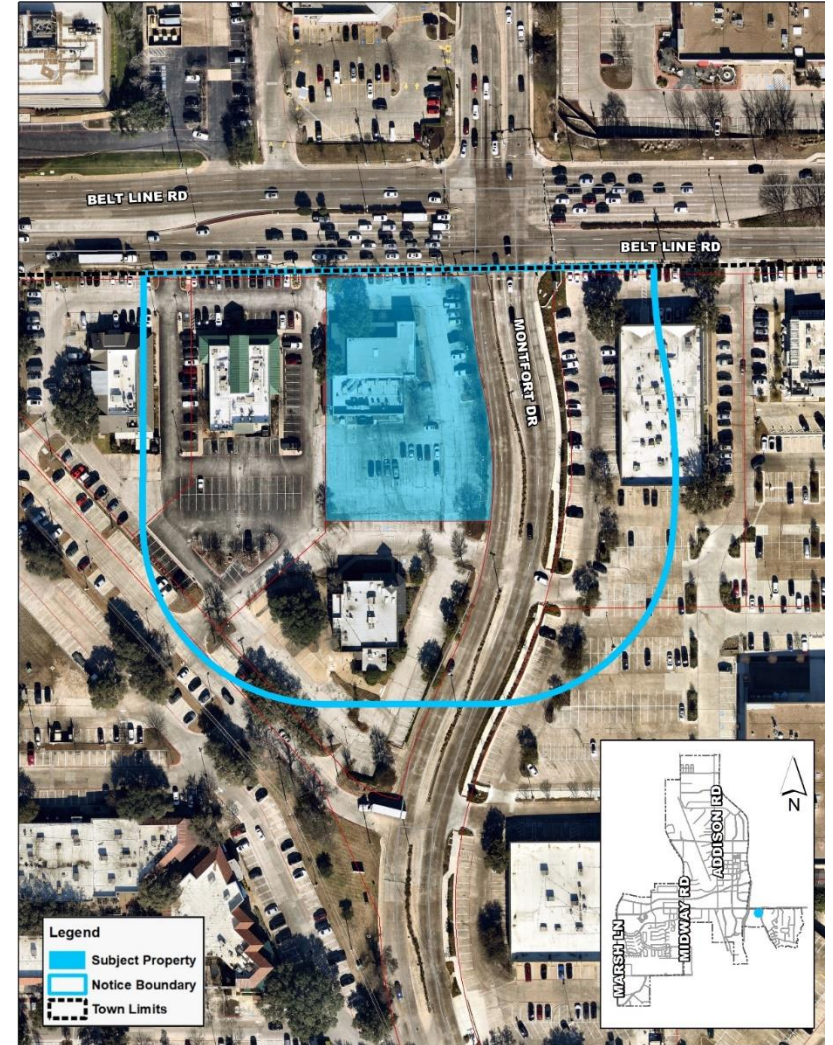
FOR: None.

AGAINST: None.

NEUTRAL: None.

PLANNING & ZONING COMMISSION ACTION

Approval: 7 – 0



RECOMMENDATION:

Staff recommends **approval of the requests, with the following conditions:**

- The applicant shall not use any terms or graphic depictions that relate to alcoholic beverages in any exterior signage
- Meso Maya SUP Ordinance O16-042 (as amended by O18-007) is repealed upon issuance of a CO for either Sweetgreen or Postino

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY REPEALING ORDINANCE NO. O16-042 AND GRANTING A SPECIAL USE PERMIT (SUP) FOR A PORTION OF THE BUILDING TO BE USED AS A RESTAURANT FOR THE PROPERTY LOCATED AT 5280 BELT LINE ROAD; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING A SAVINGS CLAUSE, SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on April 19, 2022, the Planning & Zoning Commission considered and made recommendations on a request for a Special Use Permit (Case No.1847-SUP) for a portion of the building to be used as a restaurant at the property located at 5280 Belt Line Road (the “Subject Property”); and

WHEREAS, the Subject Property is presently zoned Local Retail (LR); and

WHEREAS, this change of zoning is in conformance 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. 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. Ordinance No. O16-042, as amended by Ordinance No. O18-007, granting a Special Use Permit to Meso Maya, shall be repealed in its entirety upon issuance of a Certificate of Occupancy for the Subject Property in conformance with this ordinance.

SECTION 3. A Special Use Permit authorizing a restaurant for a portion of the building on the Subject Property, is hereby granted subject to the following conditions:

- (a) Prior to the issuance of a Certificate of Occupancy, the Subject Property shall be improved in accordance with the site plan, landscape plan, floor plan, and building elevations, which are attached hereto as **Exhibit A** and made a part hereof for all purposes.
- (b) The SUP granted herein for a restaurant, shall be limited to that particular area encompassing a total area not to exceed 3,200 square feet as designated on the final site plans attached hereto as **Exhibit A**.

(c) If the Subject Property is not used for the purposes for which said permit was granted within one (1) year after the adoption of this ordinance, the City Council may authorize hearings to be held for the purpose of considering a change of zoning and repeal of the Special Use Permit granted herein.

SECTION 4. 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, Section 1-7 of the Code of Ordinances for the Town of Addison.

SECTION 5. 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 6. All ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 7. 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.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the **16TH** day of **MAY 2022**.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

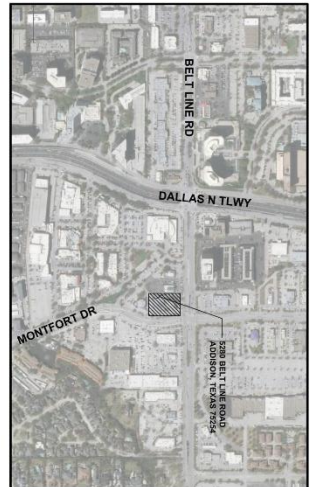
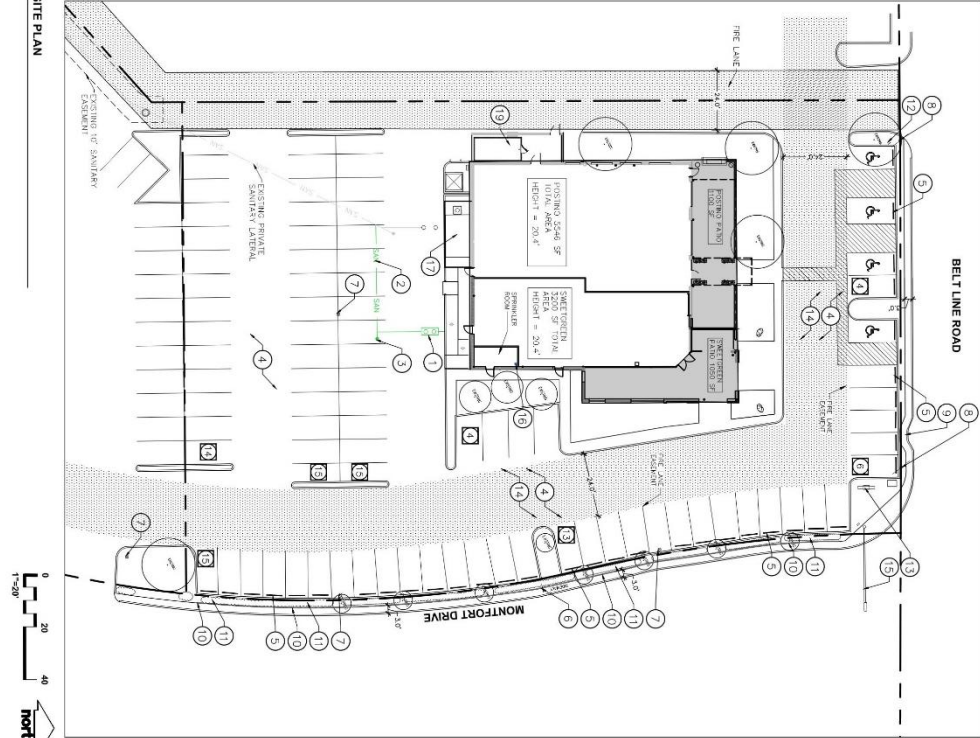
Irma Parker, City Secretary

Whitt Wyatt, City Attorney

EXHIBIT A

File: C:\2021\1848B\31 DC\Enrollments\00 DWG\Landscape Sheets\21-1848B Sweetgreen Landscape Plans.dwg Layout: SD1.0 User: mjkal robot Printed: Apr 15, 2022 4:13pm Xref(s): 21-1848B Sweetgreen AddXtX

1 SD1.0 SITE PLAN



SITE PLAN NOTES:

1. EXISTING RETAINING WALL.
2. PROPOSED LANDSCAPE SCHEME.
3. PROPOSED SANITARY EXHAUSTION.
4. NEW PAVEMENT TO MATCH EXISTING PAVEMENT.
5. EXISTING SANITARY EXHAUSTION.
6. EXISTING SANITARY LATERAL.
7. EXISTING LIGHT POLE.
8. EXISTING POWER POLE.
9. EXISTING 4" WELT.
10. EXISTING RETAINING WALL.
11. EXISTING LANDSCAPE SCHEME.
12. EXISTING ADA WALKWAY.
13. EXISTING SIGN.
14. EXISTING TRAFFIC SIGN.
15. APPROPRIATE LOCATION OF EXISTING WALKWAY SHOULD BE SHOWN FOR THE DESIGNER. EACH TRAVEL LANE TO HAVE A DUAL WALKWAY LOOKOUT.
16. EXISTING SIGNAGE.
17. EXISTING AND PROPOSED EXHAUSTION.
18. ADA ACCESSIBLE PAVE.
19. SERVICE VARIO WITH SCREENING WALL.

SITE DATA/PARKING ANALYSIS

PROPOSED USE	LOCAL RETAIL DISTRICT
SMITHSONIAN BUILDING AREA	SMITHSONIAN RETAILMATE
POSTING BUILDING AREA	SOUTHWEST COMMERCIAL AND OFFICE
LOT AREA:	8320 SF (1000 SF PAVED + 7320 SF UNPAVED)
LOT COVERAGE:	64% (100% MAX)
TOTAL BUILDING AREA:	117,500 SF
TOTAL PARKING AREA (EXISTING + PROPOSED):	4,120 (UNPAVED) + 217 (PAVED) = 4,337 (TOTAL)
AT 1 SPACES/100 SF EXISTING PARKING:	874 (UNPAVED) + 87 (PAVED) = 961 (TOTAL)
AT 1 SPACES/100 SF PROPOSED PARKING:	4,000 (UNPAVED) + 100 (PAVED) = 4,100 (TOTAL)
AT 1 SPACES/100 SF TOTAL PARKING:	874 (UNPAVED) + 100 (PAVED) = 974 (TOTAL)
AT 1 SPACES/100 SF TOTAL PARKING (WITH PROPOSED):	4,000 (UNPAVED) + 100 (PAVED) = 4,100 (TOTAL)

ZONING:

PROPOSED USE: SMITHSONIAN RETAILMATE

LOCAL RETAIL DISTRICT: SOUTHWEST COMMERCIAL AND OFFICE

SMITHSONIAN BUILDING AREA: 117,500 SF (1000 SF PAVED + 7320 SF UNPAVED)

POSTING BUILDING AREA: 117,500 SF (1000 SF PAVED + 7320 SF UNPAVED)

LOT AREA: 8320 SF (1000 SF PAVED + 7320 SF UNPAVED)

LOT COVERAGE: 64% (100% MAX)

TOTAL BUILDING AREA: 117,500 SF

TOTAL PARKING AREA (EXISTING + PROPOSED): 4,120 (UNPAVED) + 217 (PAVED) = 4,337 (TOTAL)

AT 1 SPACES/100 SF EXISTING PARKING: 874 (UNPAVED) + 87 (PAVED) = 961 (TOTAL)

AT 1 SPACES/100 SF PROPOSED PARKING: 4,000 (UNPAVED) + 100 (PAVED) = 4,100 (TOTAL)

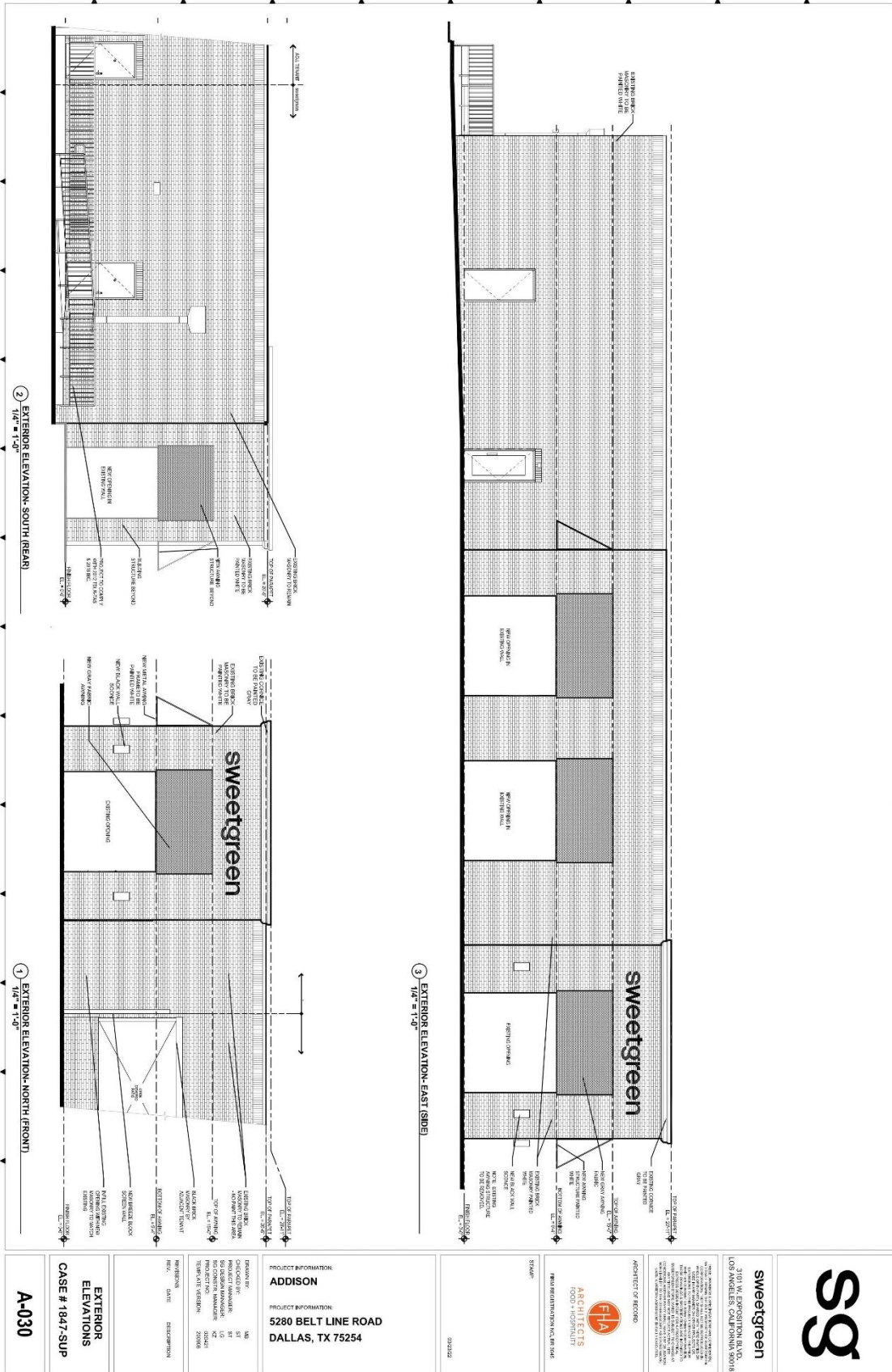
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AT 1 SPACES/100 SF TOTAL PARKING (WITH PROPOSED): 4,000 (UNPAVED) + 100 (PAVED) = 4,100 (TOTAL)

CADD # 1847-SUP

<p>CREATING THE VISION TEL: THE STORY</p> <p>RESIDING.COM</p> <p>CHICAGO REGIONAL OFFICE 3101 EXPOSITION BOULEVARD LOS ANGELES, CA 90018</p> <p>CONTACT: Postino & Sweetgreen</p>	<p>PROJECT: Postino & Sweetgreen 5280 BELT LINE ROAD</p> <p>PROJECT LOCATION: ADDISON, TEXAS DALLAS COUNTY</p>	<p>DATE: 2/22/22</p> <p>SCALE: 1" = 20'</p> <p>PROJECT NUMBER: SD1.0</p> <p>PROJECT NO: 21-1848B</p>	<table border="1" style="width: 100%;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td>1</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>2</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>3</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>4</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>5</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>6</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>7</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>8</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>9</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>10</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>11</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>12</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>13</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>14</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>15</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>16</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>17</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>18</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>19</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>20</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>21</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>22</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>23</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>24</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>25</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>26</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>27</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>28</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>29</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>30</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>31</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>32</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>33</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>34</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>35</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>36</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>37</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>38</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>39</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>40</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>41</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>42</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>43</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>44</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>45</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>46</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>47</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>48</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>49</td><td>2/22/22</td><td>Final Design</td></tr> <tr><td>50</td><td>2/22/22</td><td>Final Design</td></tr> </tbody> </table>	NO.	DATE	DESCRIPTION	1	2/22/22	Final Design	2	2/22/22	Final Design	3	2/22/22	Final Design	4	2/22/22	Final Design	5	2/22/22	Final Design	6	2/22/22	Final Design	7	2/22/22	Final Design	8	2/22/22	Final Design	9	2/22/22	Final Design	10	2/22/22	Final Design	11	2/22/22	Final Design	12	2/22/22	Final Design	13	2/22/22	Final Design	14	2/22/22	Final Design	15	2/22/22	Final Design	16	2/22/22	Final Design	17	2/22/22	Final Design	18	2/22/22	Final Design	19	2/22/22	Final Design	20	2/22/22	Final Design	21	2/22/22	Final Design	22	2/22/22	Final Design	23	2/22/22	Final Design	24	2/22/22	Final Design	25	2/22/22	Final Design	26	2/22/22	Final Design	27	2/22/22	Final Design	28	2/22/22	Final Design	29	2/22/22	Final Design	30	2/22/22	Final Design	31	2/22/22	Final Design	32	2/22/22	Final Design	33	2/22/22	Final Design	34	2/22/22	Final Design	35	2/22/22	Final Design	36	2/22/22	Final Design	37	2/22/22	Final Design	38	2/22/22	Final Design	39	2/22/22	Final Design	40	2/22/22	Final Design	41	2/22/22	Final Design	42	2/22/22	Final Design	43	2/22/22	Final Design	44	2/22/22	Final Design	45	2/22/22	Final Design	46	2/22/22	Final Design	47	2/22/22	Final Design	48	2/22/22	Final Design	49	2/22/22	Final Design	50	2/22/22	Final Design
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EXHIBIT A



<p>A-030</p> <p>EXTERIOR ELEVATIONS CASE # 1847-SUP</p>	<p>DATE: _____</p> <p>DESIGNER: _____</p>	<p>PROJECT INFORMATION:</p> <p>ADDISON</p> <p>PROJECT INFORMATION: 5280 BELT LINE ROAD DALLAS, TX 75254</p>	<p>ARCHITECT OF RECORD:</p> <p>FLA</p> <p>ARCHITECTS FOOD + HOUSING</p>	<p>sq</p> <p>Sweetgreen</p> <p>301 W. EXPOSITION BLVD. LOS ANGELES, CALIFORNIA 90018</p>
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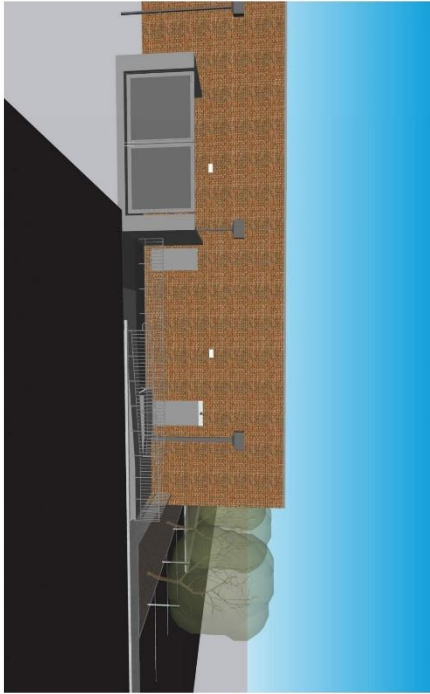
EXHIBIT A



NORTHEAST VIEW



NORTH VIEW



SOUTH VIEW



EAST VIEW

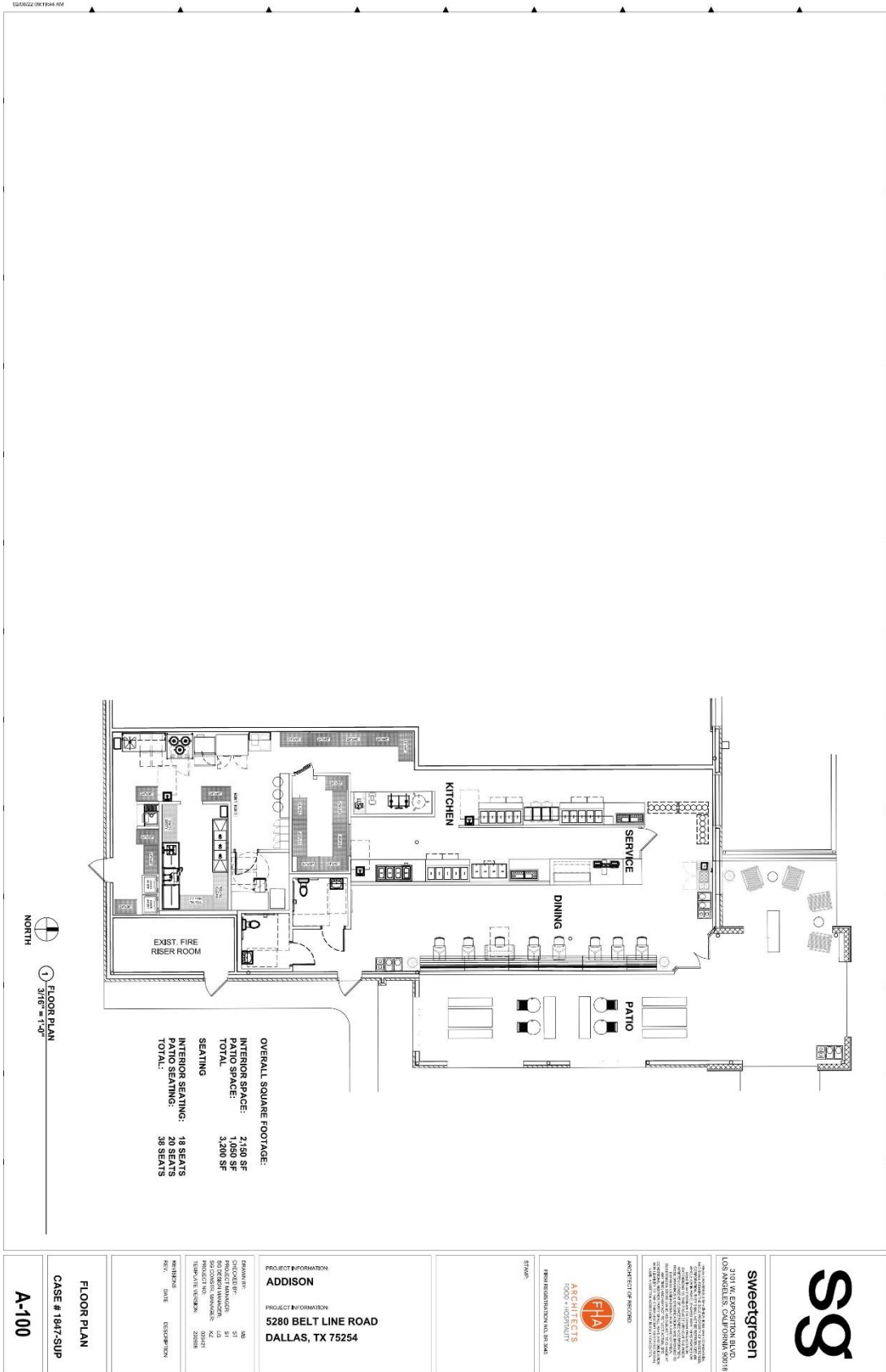
Sweetgreen

5280 Belt Line Road, Addison, TX

CASE # 1847-SUP

DATE: 03/25/2022

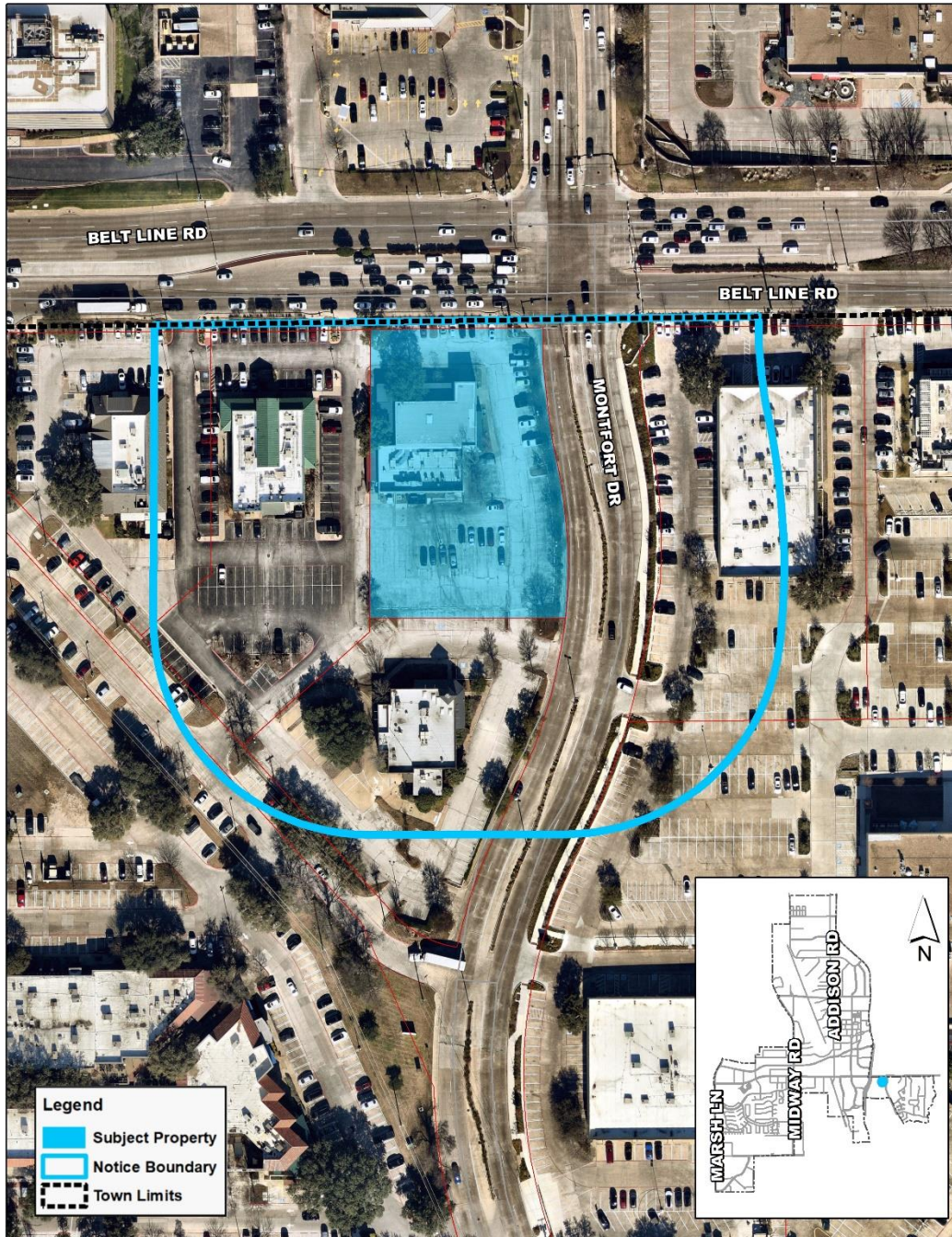
EXHIBIT A



1847-SUP

PUBLIC HEARING Case 1847-SUP/5280 Belt Line Road (Sweetgreen). Hold a Public Hearing, Present, Discuss, and Consider Action on a Recommendation regarding an Ordinance Approving a Special Use Permit (SUP) for Property Located at 5280 Belt Line Road that is currently zoned Local Retail (LR), to allow a portion of the building to be used as a Restaurant.

LOCATION MAP





April 15, 2022

STAFF REPORT

RE: 1847-SUP/Sweetgreen and 1848-SUP/Postino

LOCATION: 5280 Belt Line Road

REQUEST: Approval of a Special Use Permit for a restaurant (Sweetgreen) and approval of a Special Use Permit for a restaurant with the sale of alcoholic beverages for on-premises and off-premises consumption (Postino)

APPLICANT: Bryan J. Ruesch, JSD Inc. (on behalf of Sweetgreen)
Joseph Keresey, Service First Permits (on behalf of Postino)

DISCUSSION:

Background: The subject property is located at 5280 Belt Line Road, which is the southwest corner of Belt Line Road and Montfort Drive. This site is zoned Local Retail (LR) with a Special Use Permit (SUP) for a restaurant with the sale of alcohol for on-premises consumption. This site was originally developed in 1979 as Don Miguel's Restaurant, and shortly thereafter, converted to El Fenix. In 2017, a new SUP was approved for the current tenant, Meso Maya.

The current property owner, Northwood Investors, owns the three adjacent restaurant parcels to the west and south (to include the recently approved redevelopment site for Loro Asian Smokehouse), as well as Prestonwood Place, the restaurant-anchored mixed use center at the southeast corner of Belt Line Road and Montfort Drive. With this request, Northwood Investors proposes to re-tenant this large floor plan dining space with two restaurant concepts, Postino and Sweetgreen. This proposal is aligned with their ongoing reinvestment efforts in this area by introducing new dining concepts to the Addison restaurant inventory.

Sweetgreen is a fast-casual restaurant serving regionally and locally sourced fresh ingredients that make up their specialty salads and "warm bowls". Every morning, Sweetgreen stores receive deliveries of fresh whole vegetables, fruits, and grains, all of which are transformed into healthy, fresh menu items by their employee teams. Sweetgreen also offers a variety of beverages, but does not serve alcohol. Sweetgreen has nearly 150 restaurant locations across 13 states. This proposed location would be the third DFW location (the first two locations are in Deep Ellum and Uptown). The proposed operating hours for the Addison location are 10:30 am – 10:30 pm Monday through Saturday, and 11 am – 6 pm on Sundays.

Postino is a casual sit-down restaurant and wine café that was created to provide communities with a space to connect through unique, approachable wines; simple food prepared with local ingredients; and a warm, edgy culture that brings everyone together. Today, Postino continues

this tradition with sixteen unique locations (Arizona, California, Colorado, Georgia, and Texas), each set in historically relevant buildings integral to the neighborhoods that surround them. This proposed location would be the second DFW location (the first location is in Deep Ellum). In addition to food sales, Postino intends to sell alcohol for on-premises consumption and to operate a small wine retail component to allow for the sale of alcohol for off-premises consumption. The proposed operating hours for the Addison location are 11 am – 11 pm Monday through Thursday, 11 am – 12 am on Fridays, 9 am – 12 am on Saturdays, and 9 am – 10 pm on Sundays.

These proposed restaurants require SUPs due to the proposed change from one restaurant tenant to two restaurant tenants for the subject property, and due to the request by Postino to sell alcoholic beverages for off-premises consumption.

Proposed Plan: With this request, the property owner proposes to subdivide the building to create two tenant spaces. Sweetgreen would occupy the eastern, 3,200 square foot tenant space, which would be comprised of 2,150 square feet of interior floor area and a 1,050 covered patio created from space that is currently interior to the building. Reflective of its fast casual business model, Sweetgreen only provides seating for 38 diners (20 interior/18 patio seats). In addition to the patio improvements, Sweetgreen will be painting their portion of the façade white, and adding new fabric canopies, cedar accent trim, and wall sconces. The interior floor plan is predominately comprised of kitchen and service area, with a single row of bar seating lining the new storefront delineating the patio from the interior space.

Postino would occupy the western, 5,546 square foot tenant space, which would be comprised of 4,446 square feet of interior floor area and a 1,000 covered patio. This proposed floor plan would reclaim a portion of the existing Meso Maya patio space at the western façade. Postino will provide seating for 160 diners, which will be comprised of 110 interior seats and 50 patio seats. Most of the existing brick façade will be retained and will maintain the same color. A new entryway will be added to the building and the patio will be reconstructed through the addition of new awnings, a black brick base, operable windows, and a fireplace. The new wall at the east side of the patio will be clad in charcoal colored stucco, and that material will also be added to the north façade as an accent material. The interior of the space would be comprised of a dining and bar area, kitchen, and small wine retail space near the entryway.

This proposed plan will not add any additional floor area. As one of the more physically constrained properties in Addison, improvements to parking, landscape, and pedestrian connectivity are very difficult to achieve without detrimentally impacting the economic viability of the property.

Parking: When a restaurant use was first approved for this site, it was granted a parking ratio of 1 space per 100 square feet. This is atypical of free standing restaurants, which generally require 1 space per 70 square feet. The reasoning behind this is unclear, but perhaps it was considered an extension of the Village on the Parkway retail center and as a result, the mixed-use ratio of 1 space per 100 square feet was applied. Given that this condition was extended to Meso Maya in 2016, it would be appropriate to extend this same condition to these requests.

During the review of the Meso Maya SUP, the site plan demonstrated compliance with the overall parking requirements as well as the requirements for handicapped parking. Those plans called for one handicapped parking space to be added, and all of the spaces to be relocated from the west side of the Belt Line frontage to the east side. Those improvements were never executed by Meso Maya and the site is currently short one handicapped space. Staff has asked the current applicants to correct this condition, which has resulted in the loss of one additional parking space

to accommodate the required clear area adjacent to the space. This space could be reclaimed elsewhere, but that action would result in the loss of landscape and building floor area, if lost landscape would then need to be replaced as well.

Given that the proposed cumulative seating proposed by the two restaurants will provide 131 fewer seats than Meso Maya, the loss of landscape and building floor area would have a greater negative impact than the loss of this parking space. With Northwood Investors also owning the three surrounding restaurant properties, they are well-positioned to mitigate any unforeseen issues.

Exterior Facades: The façade plans reflect changes to the color scheme (painted white) and the creation of a recessed patio for the Sweetgreen portion of the building and modifications to the storefront, patio, rear service entry, and western façade for the Postino portion of the building. The current material palette will largely remain the same, with the exception of the addition of stucco for the portion of the existing patio that is being reclaimed as interior space.

Landscaping and Open Space: Since this property was developed in the late 1970s, it is far below the current landscaping requirements. Additionally, the site only provides a three-foot sidewalk located immediately at the back of curb. The proposed plan increases total landscape area slightly by adding 20 square feet of landscape area, which still puts the site well below the 20% required. The plan also does not meet the twenty-foot street landscape buffer standard or the requirement to provide larger sidewalks.

Unfortunately, absent a complete redevelopment of this site, it would be impossible to comply with the current standards. Staff has worked with the applicant to maximize the amount of landscaping provided within the site without detrimentally impacting other site features. In addition to the small increase in total landscape area, the applicant will be enhancing the existing planting areas by departing from the current xeriscape appearance and filling in those areas with additional groundcover.

Staff believes that the proposed landscaping gets the property as close as possible to current requirements under the existing site configuration.

RECOMMENDATION: **APPROVAL WITH CONDITIONS**

Northwood Investors continue their ongoing reinvestment efforts in the Montfort Drive and Belt Line corridors. Sweetgreen and Postino will be strong additions to the Addison restaurant mix and they have sufficiently addressed the many physical constraints that result from the development history of this site.

Staff recommends approval of these requests, subject to the following condition:

- The applicants shall not use any terms or graphic depictions that relate to alcoholic beverages in any exterior signage.



Case 1847-SUP/5280 Belt Line Road (Sweetgreen)

April 19, 2022

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on April 19, 2022, voted to recommend approval of an ordinance changing the zoning on property located at 5280 Belt Line Road, which property is currently zoned Local Retail (LR), by approving a Special Use Permit (SUP) to allow a portion of the building to be used as a restaurant, subject to the following condition:

- Meso Maya SUP Ordinances O16-042 and O18-007 are repealed upon issuance of a CO for either Sweetgreen or Postino.

Voting Aye: Branson, Catalani, Craig, DeFrancisco, Fansler, Meleky, Souers

Voting Nay: none

Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: none

On: none

Against: none



Development Description *sweetgreen* – Addison 04/15/2022

The Site

Sweetgreen is proposing to lease approximately 3,200 square feet of Floor Area, located at 5280 Beltline Road. The premises is currently operating as single restaurant within 8,746 square feet, Meso Maya, that will be vacating the building. The Landlord, Northwood Retail, will be subdividing the building to allow for 3,200 square feet for *sweetgreen* on the east side and the remaining 5,546 square feet for an adjacent tenant on the west side. *Sweetgreen* will fit seamlessly into the current retail fabric by offering fast, healthy food choices for the visitors to this diverse and heavily frequented area for shopping and commerce. *Sweetgreen* is requesting a Special Use Permit to operate their restaurant at this location and following is information provided in support of the request.

The Exterior

Sweetgreen is proposing to enhance the exterior of the building with their brand image. The intent is to paint the existing brick masonry walls on the north, east and south faces with a white color. The existing canopy structure and columns covering the landscaped area on the east side will be removed and openings within the existing walls will be constructed to allow for an open air, but covered roof “patio” area. A new storefront wall will be constructed on the interior to separate the interior space from the covered roof exterior “patio” area. Fabric awnings will be added to the new east and south openings as well as the existing entry openings on the east and north facades. All the masonry openings will be trimmed in stained cedar. New black sconces will flank the east and north entry openings.

An internally illuminated channel letter “sweetgreen” sign is proposed for over the front entry wall openings at both the north and east facades. The channel letters will be faced with a day/night vinyl to read as dark green in daylight and white in the evening. The existing pylon sign area will be divided into two spaces with *sweetgreen* having the lower space and the adjacent tenant the upper space. The pylon panel will be dark green with white copy. To encourage patron enjoyment of the covered “patio” area, *sweetgreen* proposes the addition of new stylized, durable outdoor furniture, string lighting, and ceiling fans all part of an enhanced customer experience. The planting areas along the east façade and to which the covered patio area will be open to will be refreshed with new plantings to help enhance and update the exterior experience.

The parking field currently consists of 87 parking stalls and was previously approved on a parking ratio of 1 space per 100 square feet for the previous restaurant tenant. Per staff, we have reconfigured the front parking along Belt Line Road to add a fourth accessible parking stall to maintain compliance with the TAS accessible parking ratio based on total number of provided stalls. This reconfiguration reduces the parking stall count to 86 parking stalls, with a new requested ratio applied here of 1 space per 102 square feet. The building footprint is unchanged and we are not adding any new impervious area for patio space. The covered patio is created and carved out from the existing building area.

The Company

Conceived to bridge the gap between healthy eating and convenience, *sweetgreen* is a fast-casual restaurant serving regionally and locally sourced fresh ingredients that make up their specialty salads and “warm bowls”. Every morning, *Sweetgreen* stores receive deliveries of fresh whole vegetables, fruits and grains, all of which are transformed into healthy, fresh menu items by their employee teams. *Sweetgreen* also offers a variety of beverages, but does not serve alcohol.

Sweetgreen is passionate about building relationships with each community, supporting and partnering with small and mid-size farmers, and also volunteering with local non-profits.

Sweetgreen is committed to sustainability, as evidenced in their food packaging design and waste management practices. All *sweetgreen* stores have compost services and pick-up, averaging diverting 60% of waste from landfills, composting 75% of food scraps.

Operations

The following information represents the most frequently asked questions regarding *sweetgreen*’s store operations.

- Employees:
 - Approximately thirteen (13) employees are anticipated at peak shift, including full and part-time staff. No more than twenty-five (25) people within the facility at any given time during a shift change.

- Days/Hours of Operation (typical):
 - Monday through Saturday, 6:00 a.m. to 11:00 p.m.
 - Sunday 7:00 a.m. to 7:30 p.m.
- Days/Hours Open to the Public (typical):
 - Monday through Saturday, 10:30 a.m. to 10:30 p.m.
 - Sunday, 11:00 a.m. to 6:00 p.m.
- Covered Outdoor Dining:
 - *Sweetgreen's* proposed covered outdoor seating area is an amenity for the convenience of customers and it provides a critical opportunity for enhanced place-making.
 - Hours of operation to be determined and/or as allowed per code - Monday through Saturday until 10:30 pm, Sunday until 6:00 pm.
- Days/Hours for Delivery:
 - Rear loading area deliveries anticipated (6) times per week, typically between the hours of 7:00 a.m. and 9:00 a.m.
 - Small deliveries via USPS/UPS/FedEx or similar, anticipated via front door during normal business hours.
- Food Ordering Method
 - Customer to order on-line or park and place an order in-store with two seating options: In-store or in the designated covered outdoor dining space or may leave directly after.
- Trash/Compost/Recycling:
 - Existing trash, composting, and recycling areas are located at the rear of the building, near the loading/service area.
 - Regularly scheduled pick-ups to occur (6) to (7) days per week.
 - Hours of pick-up to be determined and as allowed per code.



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CHICAGO REGIONAL OFFICE
1400 EAST TOWHY AVENUE, SUITE 215
DES PLAINES, IL 60018
P. 312.644.3379

CLIENT:
Postino & sweetgreen

CLIENT ADDRESS:
**3101 EXPOSITION BOULEVARD
LOS ANGELES, CA 90018**

PROJECT:
**Postino & sweetgreen
5280 BELT LINE ROAD**

PROJECT LOCATION:
**ADDISON, TEXAS
DALLAS COUNTY**

PLAN MODIFICATIONS:

#	Date:	Description:
1	10/28/2021	Presubmittal Meeting
2	03/24/2022	SUP Submittal
3		
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Designed By: LV / MJH
Reviewed By: LV
Approved By: LV

SHEET TITLE:
LANDSCAPE PLAN

SHEET NUMBER:
L1.0

JSD PROJECT NO: 21-10488

LANDSCAPE PLAN GENERAL NOTES:

- THE LANDSCAPE CONTRACTOR SHALL COMPLY WITH ALL PROVISIONS AND DIRECTIONS OF THE SPECIFICATIONS.
- THE LANDSCAPE CONTRACTOR SHALL PROTECT ALL WORK FROM DAMAGE BY OTHERS UNTIL THE WORK IS COMPLETE AND ACCEPTED BY THE PARK DISTRICT.
- THE LANDSCAPE CONTRACTOR SHALL COORDINATE HIS WORK WITH ALL OTHER TRADES.
- EXACT LOCATION OF ALL UNDERGROUND UTILITIES SHALL BE DETERMINED AND IDENTIFIED IN THE FIELD BY THE LANDSCAPE CONTRACTOR PRIOR TO COMMENCING WORK.
- THE CONTRACTOR SHALL AVOID ALL EXISTING UTILITIES—UNDERGROUND AND OVERHEAD WHERE APPLICABLE. WHERE UNDERGROUND UTILITIES EXIST, FIELD ADJUSTMENTS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. NEITHER THE OWNER NOR THE LANDSCAPE ARCHITECT ASSUMES ANY RESPONSIBILITY WHATSOEVER, IN RESPECT TO THE CONTRACTORS ACCURACY IN LOCATING THE INDICATED PLANT MATERIAL.
- ALL PLANT MATERIALS SHALL CONFORM TO THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK AS PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION, 230 SOUTHERN BUILDING, WASHINGTON D.C. 20005 (ANSI Z60.1).
- ALL PLANTS OF THE SAME SPECIES SHALL BE OBTAINED FROM THE SAME NURSERY SOURCE.
- THE CONTRACTOR SHALL GIVE AT LEAST 48 HOURS NOTICE TO THE LANDSCAPE ARCHITECT AS EACH PHASE OF WORK IS UNDERTAKEN PRIOR TO PLANTING OPERATIONS SO THAT THE LANDSCAPE ARCHITECT CAN BE PRESENT TO VERIFY PLANT SPECIES, SIZES AND OVERALL HEIGHT IMMEDIATELY PRIOR TO PLANTING. IF NOTICE IS NOT GIVEN BY THE CONTRACTOR, HE SHALL REMOVE/REPLACE PLANTS AS DIRECTED BY THE LANDSCAPE ARCHITECT AT NO ADDITIONAL EXPENSE TO THE OWNER.
- PLANT SHRUBS AFTER THE FINAL GRADES HAVE BEEN ESTABLISHED AND PRIOR TO THE PLANTING OF LAWNS UNLESS OTHERWISE DIRECTED BY THE OWNER.
- ALL PLANT MATERIAL SHALL BEAR THE SAME RELATIONSHIP TO THE NEW GRADE AS IT BORE TO THE GRADE AT THE NURSERY.
- ALL PLANTS SHALL BE PLANTED PER THE LANDSCAPE PLAN, DETAILS AND SPECIFICATIONS. PLANTINGS NOT FOUND TO BE IN COMPLIANCE SHALL BE REPLANTED CORRECTLY, OR REPLACED AT NO ADDITIONAL EXPENSE TO THE OWNER.
- ADJUST SHRUB, PERENNIAL, AND GROUND COVER SPACING AS NECESSARY TO EVENLY FILL PLANTING BEDS.
- THE LANDSCAPE ARCHITECT OR OWNER RESERVES THE RIGHT TO REJECT PLANTS ON SITE WHETHER STOCK PILED OR PLANTED IN PLACE. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM SITE.
- IN CASE OF DISCREPANCIES BETWEEN THE PLAN AND THE PLANT LIST, THE PLAN SHALL DICTATE.
- WHERE PLANTING BEDS MEET TURF AREAS, THE CONTRACTOR SHALL PROVIDE A CULTIVATED EDGE. MULCH ALL SHRUB BEDS TO THE LINE SHOWN. THE CONTRACTOR SHALL FURNISH AND INSTALL 3" LAYER OF SHREDDED HARDWOOD MULCH UNDER ALL TREE PLANTINGS AND SHRUB BEDS. (SUBMIT SAMPLE, SEE SPECS.)
- AN APPROVED GRANULAR ORGANIC PRE-EMERGENT HERBICIDE SHALL BE APPLIED IN ALL PLANTING BEDS AT A RATE SPECIFIED BY MANUFACTURER FOR EACH PLANT VARIETY.
- THE LANDSCAPE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT INJURY TO ALL PLANT MATERIAL DURING DIGGING, HANDLING, PLANTING, AND MAINTENANCE OPERATIONS.
- ALL PLANTS TO BE "HEELED IN" OR STORED ON-SITE AND SHALL BE GROUPED TOGETHER BY SPECIES AND SIZE AND SHALL BE COVERED WITH MULCH OR COMPOST TO PREVENT DESICCATION. DO NOT DELIVER ANY PLANTS THAT CANNOT BE PLANTED WITHIN FIVE (5) WORKING DAYS.
- FOR ALL GROUNDCOVERS, ROTOTILL 2" OF SPAGNUM PEAT INTO TOPSOIL TO A DEPTH OF 6" TO YIELD A HOMOGENOUS MIXTURE OF TOPSOIL AND PEAT.
- GROUND COVER AREAS SHALL ONLY RECEIVE 1 1/2" SHREDDED HARDWOOD MULCH (NO FABRIC). CAREFULLY PLACE MULCH AROUND EACH PLANT BASE.
- ALL EXCAVATED TOPSOIL SHALL BE RE-USED BY THE CONTRACTOR OR IF CONSTRUCTION YIELDS ADDITIONAL TOPSOIL, IT SHALL BE STOCKPILED ON SITE IN AN AREA DESIGNATED BY THE OWNER FOR RE-USE BY THE CONTRACTOR PRIOR TO IMPORTING NEW TOPSOIL (IF ANY).
- ALL DISTURBED AREAS SHALL RECEIVE 6" MINIMUM OF TOPSOIL (COMPACTED). LANDSCAPE CONTRACTOR TO COORDINATE THEIR WORK WITH OTHER TRADES REGARDING FINISH GRADING. IF AVAILABLE, CONTRACTOR IS TO USE STOCKPILED TOPSOIL ON SITE. IF NOT AVAILABLE THE LANDSCAPE CONTRACTOR WILL BE RESPONSIBLE FOR IMPORTING THE TOPSOIL NECESSARY TO MEET FINISH GRADE.
- TOPSOIL SHALL BE FERTILE, FRIABLE AND REPRESENTATIVE OF LOCAL PRODUCTIVE SOIL, CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH AND FREE OF CLAY LUMPS, SUBSOIL, NOXIOUS WEEDS OR OTHER FOREIGN MATTER SUCH AS STONES, ROOTS, STICKS AND OTHER EXTRANEOUS MATERIALS. NOT FROZEN OR MUDDY. PH OF TOPSOIL TO RANGE BETWEEN 5.5 AND 7.5.
- DURING LANDSCAPE WORK, KEEP PAVEMENTS CLEAN AND WORK AREAS IN AN ORDERLY MANNER. REMOVE ALL DEBRIS FROM THE JOB SITE ON A DAILY BASIS.
- ALL PLANT MATERIAL SHALL BE FULLY GUARANTEED FOR ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE. DEAD OR UNHEALTHY PLANTS SHALL BE REPLACED AS SOON AS CONDITIONS PERMIT.
- SUBSTITUTION OF PLANT MATERIAL DUE TO LACK OF AVAILABILITY MUST BE APPROVED BY THE LANDSCAPE ARCHITECT. SUBSTITUTE PLANTS SHALL BE THE SAME SIZE, OR LARGER, AND OF EQUAL OR BETTER VALUE THAN THE ITEMS SPECIFIED. THE "EQUALITY" WILL REST WITHIN THE SOLE JUDGEMENT OF THE LANDSCAPE ARCHITECT.
- ALL LANDSCAPE MATERIALS MUST BE MAINTAINED IN GOOD CONDITION, PRESENT A HEALTHY, NEAT, AND ORDERLY APPEARANCE, AND BE KEPT FREE OF REFUSE AND DEBRIS. ANY DEAD, UNHEALTHY, OR MISSING PLANTS MUST BE REPLACED WITHIN 60 DAYS OF NOTIFICATION, UNLESS AN EXTENSION IS APPROVED.
- THE LANDSCAPE CONTRACTOR SHALL SUBMIT PHOTOGRAPHS OF ALL TAGGED PLANT MATERIAL PRIOR TO PURCHASE FOR APPROVAL OF THE OWNER/LANDSCAPE ARCHITECT.
- THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR WATERING ALL PLANT MATERIAL UNTIL ESTABLISHED.

LANDSCAPE CALCULATIONS

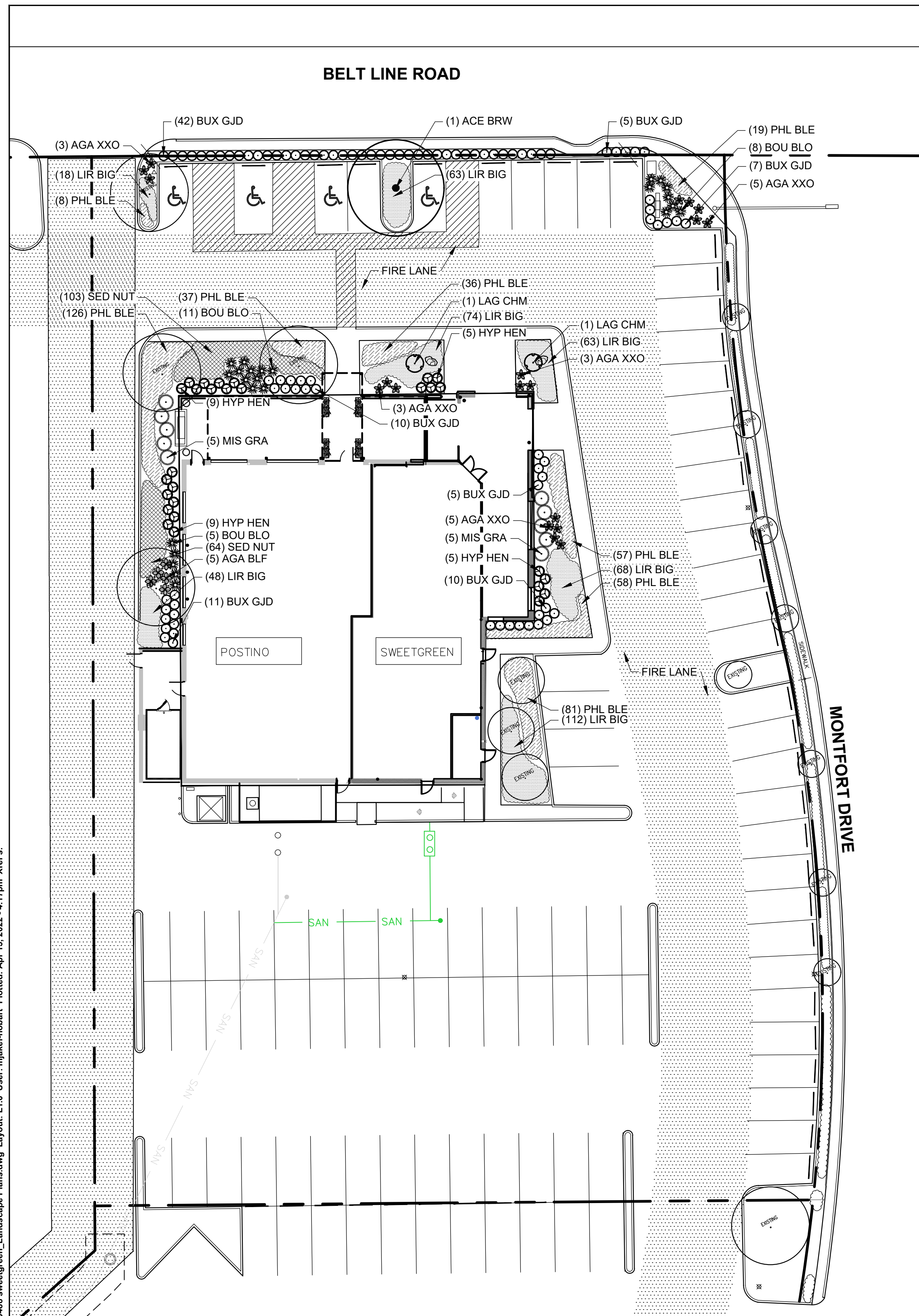
	REQUIRED	EXISTING	PROPOSED
EXISTING AND PROPOSED OVERALL LANDSCAPE PERCENTAGE	9290 SF	4,697 SF	4,717 SF
20%	46447 SF * 0.20= 9289.40 SF		
EXISTING AND PROPOSED PARKING LOT LANDSCAPE PERIMETER	1 SHRUB PLANTED EVERY 3 TO 3.5 FEET O.C.	NO	YES
EXISTING AND PROPOSED FOUNDATION LANDSCAPE INTERIOR AREA	1651 SF	1080 SF	1100 SF
5%	33010 SF * 0.05= 1650.50 SF		

NOTE: ALL EXISTING LANDSCAPING TO REMAIN OTHER THAN ADDITIONAL LANDSCAPING AS SHOWN BY THIS PLAN. LANDLORD WILL CONTINUE TO MAINTAIN ALL NEW AND EXISTING LANDSCAPING, PARKING LOT, SITE LIGHTING, AND OTHER SITE FEATURES.

CUMULATIVE PLANT LIST

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	ROOT CONDITION	SIZE AT PLANTING	
	ACE BRW	1	Acer rubrum 'Brandywine' / Brandywine Red Maple	B & B	4" Cal	
	LAG CHM	2	Lagerstroemia x 'Chocolate Mocha' TM / Delta Jazz Crape Myrtle	Container	4' Tall	
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SIZE AT PLANTING	SPACING
	AGA BLF	5	Agave x 'Blue Flame' / Blue Flame Agave	5 gal		36" o.c.
	AGA XXO	19	Agave x 'Blue Glow' / Blue Glow Agave	5 gal		30" o.c.
	BOU BLO	24	Bouteloua gracilis 'Blonde Ambition' / Blonde Ambition Blue Grama	5 gal		36" o.c.
	BUX GJD	90	Buxus microphylla japonica 'Grejade' TM / Baby Jade Dwarf Japanese Boxwood	5 gal		30" o.c.
	HYP HEN	28	Hypericum henryi / St. John's Wort	5 gal		30" o.c.
	MIS GRA	10	Miscanthus sinensis 'Gracillimus' / Maiden Grass	5 gal		48" o.c.
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SIZE AT PLANTING	SPACING
	LIR BIG	446	Liriope muscari 'Big Blue' / Big Blue Lilyturf	1 gal		16" o.c.
	PHL BLE	422	Phlox subulata 'Blue Emerald' / Blue Emerald Creeping Phlox	1 gal		16" o.c.
	SED NUT	167	Sedum nuttallianum / Yellow Stonecrop	1 gal		18" o.c.

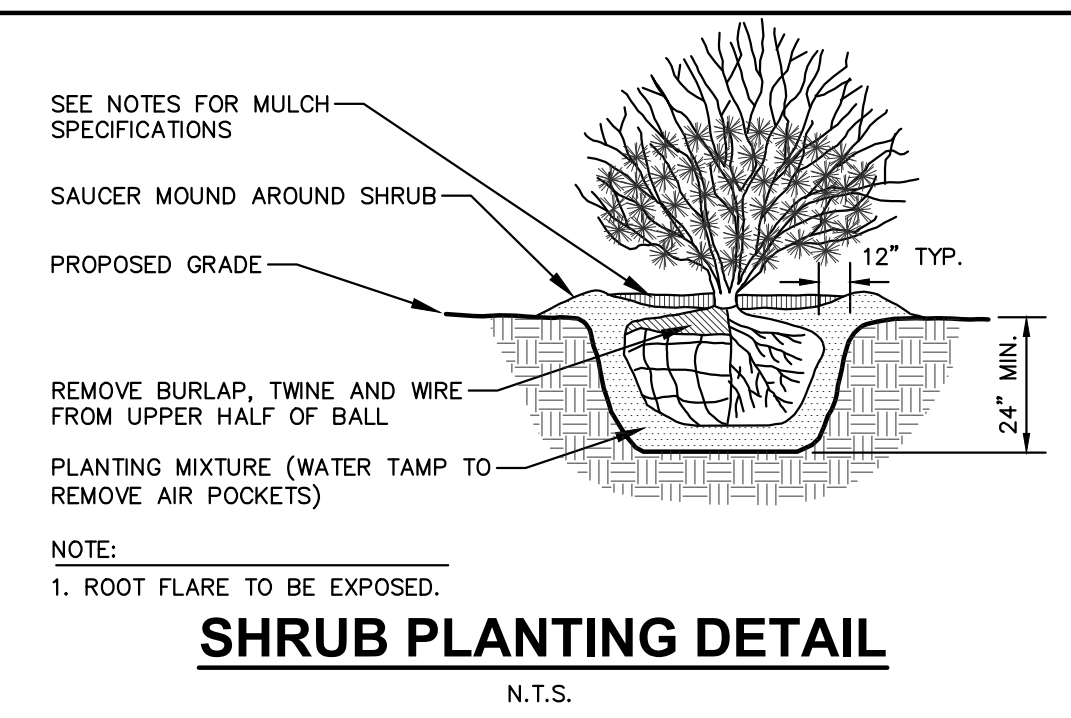
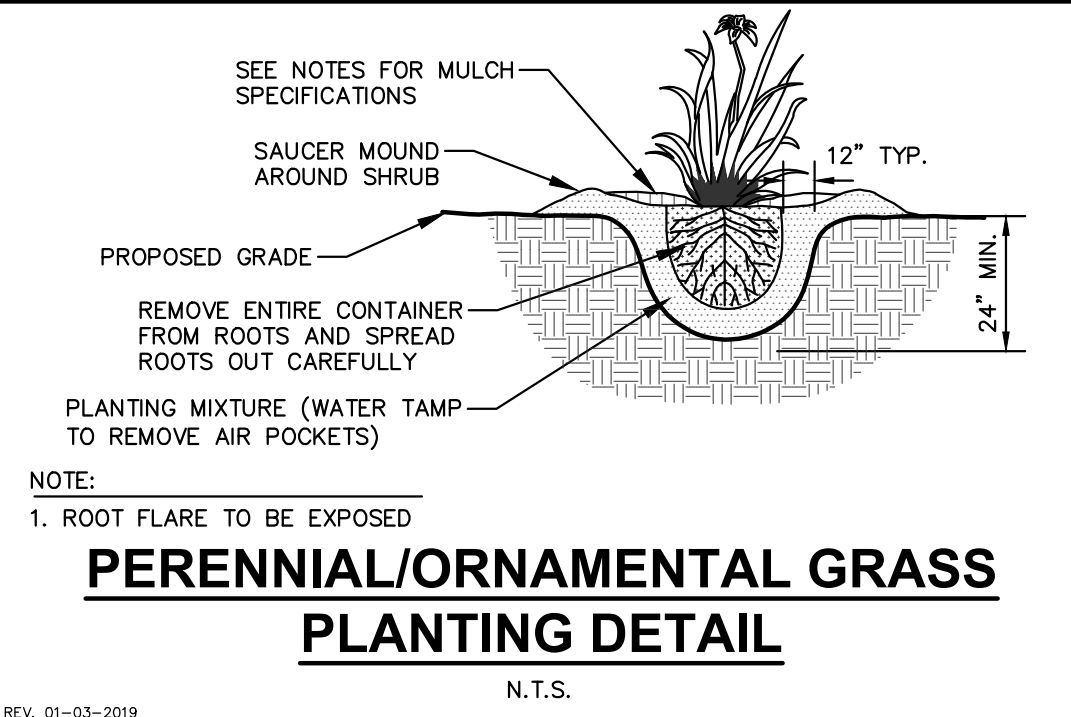
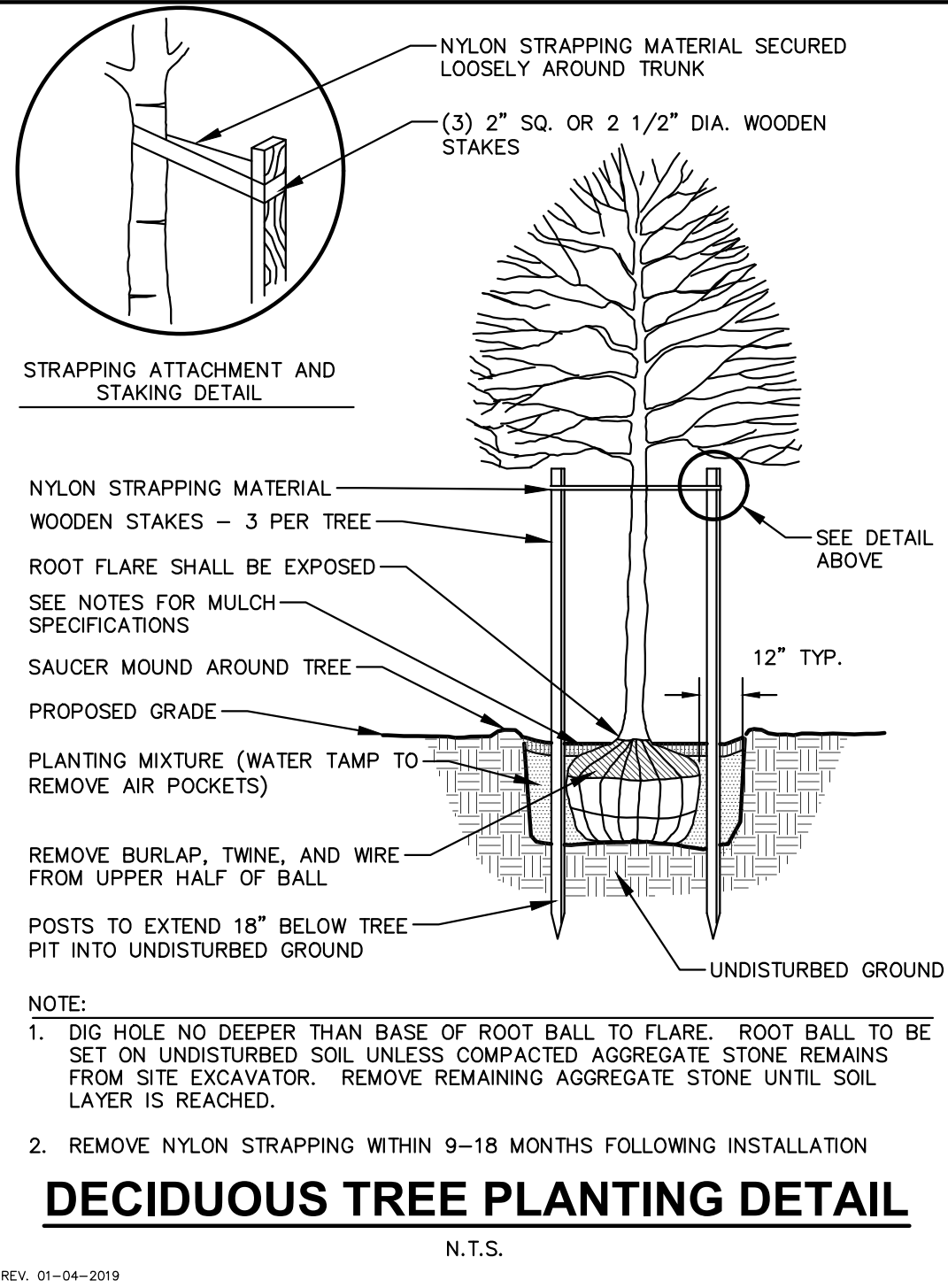


1 LANDSCAPE PLAN
L1.0



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CHICAGO REGIONAL OFFICE
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DES PLAINES, IL 60018
P. 312.644.3379

CLIENT:
Postino & sweetgreen

CLIENT ADDRESS:
**3101 EXPOSITION BOULEVARD
LOS ANGELES, CA 90018**

PROJECT:
**Postino & sweetgreen
5280 BELT LINE ROAD**

PROJECT LOCATION:
**ADDISON, TEXAS
DALLAS COUNTY**

PLAN MODIFICATIONS:

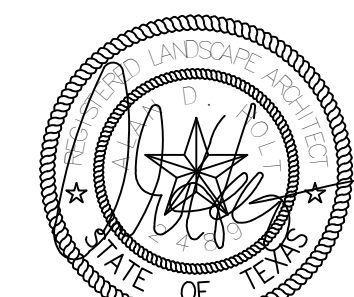
#	Date:	Description:
1	10/28/2021	Presubmittal Meeting
2	03/24/2022	SUP Submittal
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Designed By: LV / MJH
Reviewed By: LV
Approved By: LV

SHEET TITLE:
LANDSCAPE DETAILS

SHEET NUMBER:
L2.0

JSD PROJECT NO: 21-10488



LANDSCAPE ONLY
APRIL 15, 2022
Case # 1847-SUP

File: C:\Users\mjako-hobart\appdata\local\temp\AcPublish_2140421-10488\sweetgreen_Landscape Plans.dwg Layout: L2.0 User: mjako-hobart Plotted: Apr 14, 2022 - 5:00pm Xref's: 21-10488 sweetgreen Addison, TX

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sweetgreen

3101 W. EXPOSITION BLVD.
LOS ANGELES, CALIFORNIA 90018

THESE DRAWINGS & SPECIFICATIONS ARE CONFIDENTIAL AND SHALL REMAIN THE SOLE PROPERTY OF SWEETGREEN CORPORATION. THEY SHALL NOT BE REPRODUCED IN WHOLE OR IN PART, SHARED WITH THIRD PARTIES OR USED IN ANY MANNER ON OTHER PROJECTS OR EXTENSIONS TO THIS PROJECT WITHOUT THE PRIOR WRITTEN CONSENT OF SWEETGREEN CORPORATION. THESE DRAWINGS & SPECIFICATIONS ARE INTENDED TO EXPRESS DESIGN INTENT FOR A PROTOTYPICAL SWEETGREEN STORE (WHICH IS SUBJECT TO CHANGE AT ANY TIME) AND MAY NOT REFLECT ACTUAL SITE CONDITIONS. NEITHER PARTY SHALL HAVE ANY OBLIGATION NOR LIABILITY TO THE OTHER (EXCEPT AS STATED ABOVE) UNTIL A WRITTEN AGREEMENT IS FULLY EXECUTED.

ARCHITECT OF RECORD:



ARCHITECTS
FOOD + HOSPITALITY

FIRM REGISTRATION NO. BR 3045

STAMP:

03/23/22

PROJECT INFORMATION:
ADDISON

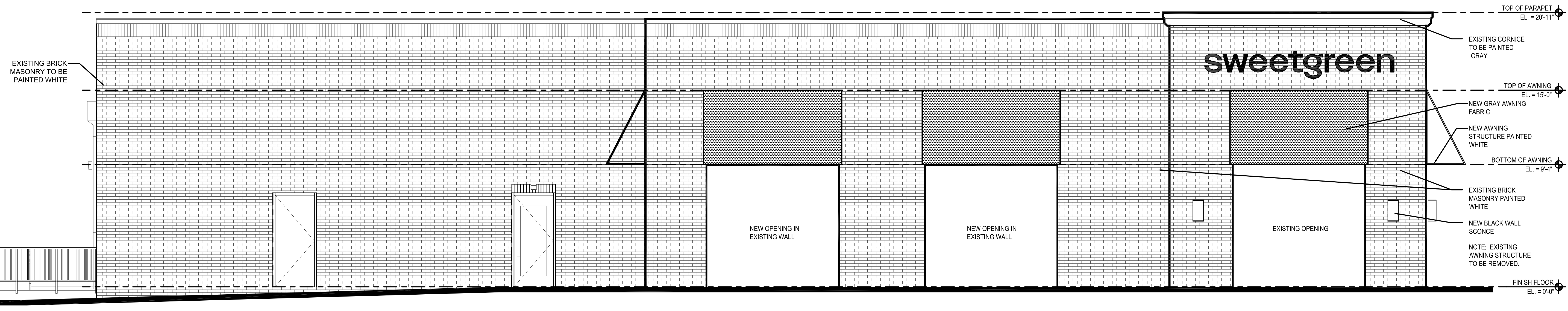
PROJECT INFORMATION:
**5280 BELT LINE ROAD
DALLAS, TX 75254**

DRAWN BY: MB
CHECKED BY: ST
PROJECT MANAGER: ST
SG DESIGN MANAGER: LG
SG CONSTR. MANAGER: KZ
PROJECT NO: 020421
TEMPLATE VERSION: 200908

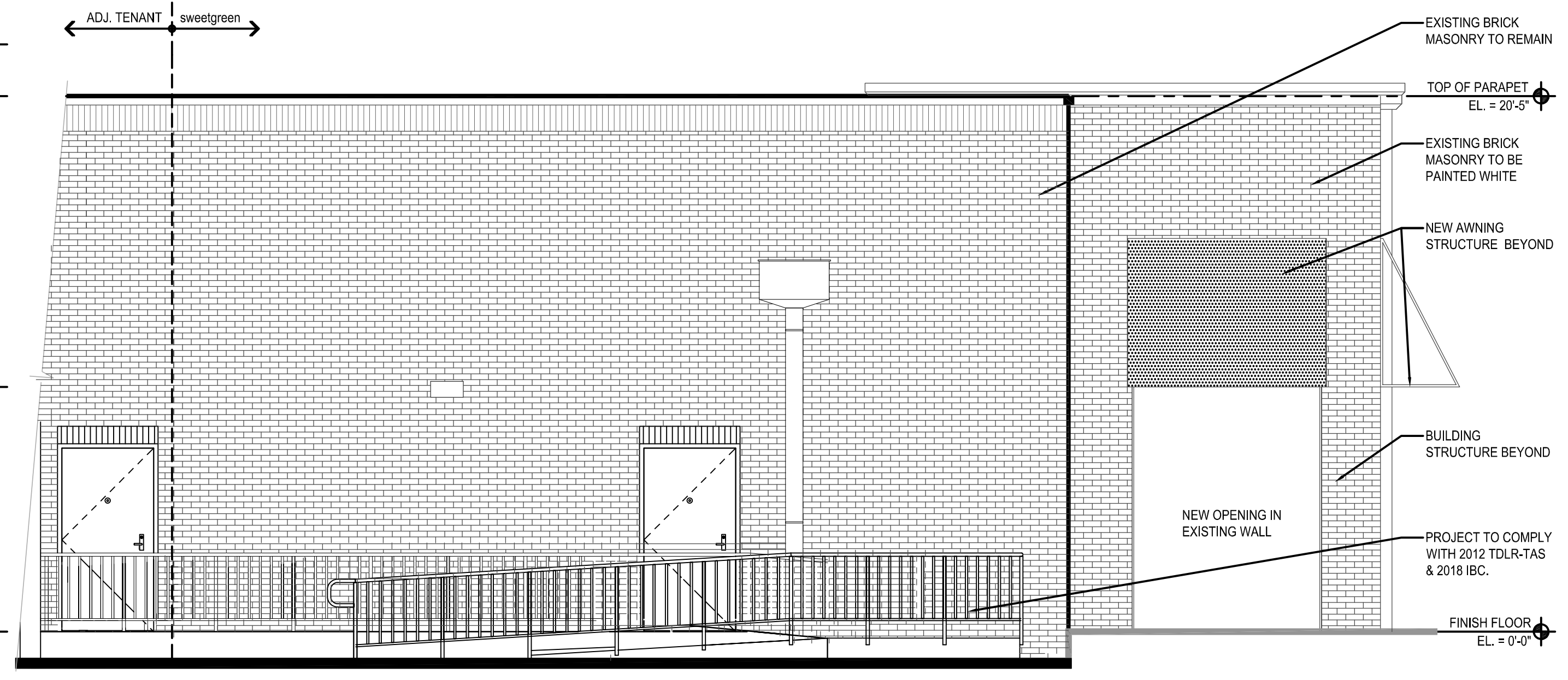
REVISIONS
REV. DATE DESCRIPTION

EXTERIOR ELEVATIONS
CASE # 1847-SUP

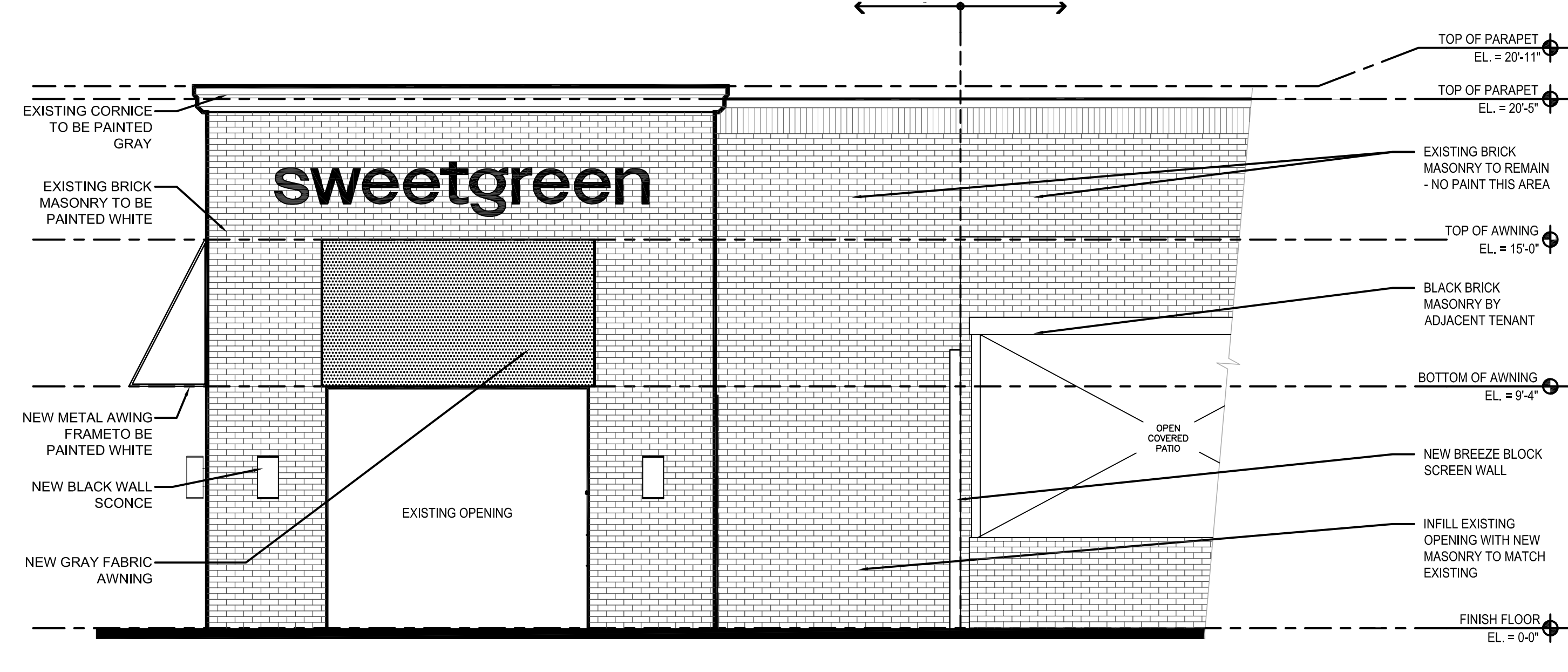
A-030



3 EXTERIOR ELEVATION- EAST (SIDE)
1/4" = 1'-0"



2 EXTERIOR ELEVATION- SOUTH (REAR)
1/4" = 1'-0"



1 EXTERIOR ELEVATION- NORTH (FRONT)
1/4" = 1'-0"

02/09/22 09:19:44 AM



NORTHEAST VIEW



NORTH VIEW



SOUTH VIEW



EAST VIEW

sweetgreen

5280 Belt Line Road, Addison, TX



sweetgreen

3101 W. EXPOSITION BLVD.
LOS ANGELES, CALIFORNIA 90018

THESE DRAWINGS & SPECIFICATIONS ARE CONFIDENTIAL AND SHALL REMAIN THE SOLE PROPERTY OF SWEETGREEN CORPORATION. THEY SHALL NOT BE REPRODUCED IN WHOLE OR IN PART, SHARED WITH THIRD PARTIES OR USED IN ANY MANNER ON OTHER PROJECTS OR EXTENSIONS TO THIS PROJECT WITHOUT THE PRIOR WRITTEN CONSENT OF SWEETGREEN CORPORATION. THESE DRAWINGS & SPECIFICATIONS ARE INTENDED TO EXPRESS DESIGN INTENT FOR A PROTOTYPICAL SWEETGREEN STORE (WHICH IS SUBJECT TO CHANGE AT ANY TIME) AND MAY NOT REFLECT ACTUAL SITE CONDITIONS. NEITHER PARTY SHALL HAVE ANY OBLIGATION NOR LIABILITY TO THE OTHER (EXCEPT AS STATED ABOVE) UNTIL A WRITTEN AGREEMENT IS FULLY EXECUTED.

ARCHITECT OF RECORD:



ARCHITECTS
FOOD + HOSPITALITY

FIRM REGISTRATION NO. BR 3045

STAMP:

PROJECT INFORMATION:
ADDISON

PROJECT INFORMATION:
**5280 BELT LINE ROAD
DALLAS, TX 75254**

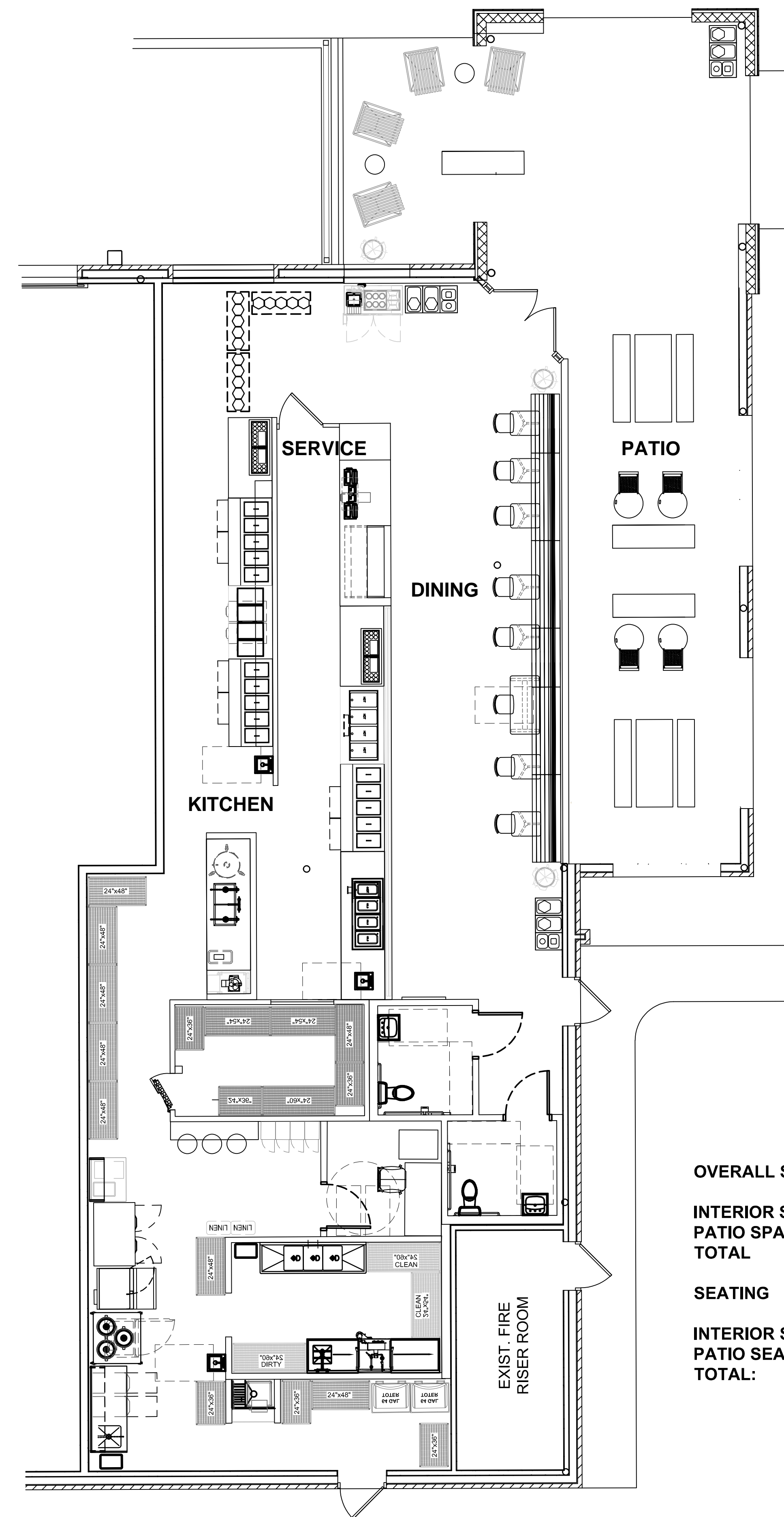
DRAWN BY: MB
CHECKED BY: ST
PROJECT MANAGER: ST
SG DESIGN MANAGER: LG
SG CONSTR. MANAGER: KZ
PROJECT NO: 020421
TEMPLATE VERSION: 200908

REVISIONS
REV. DATE DESCRIPTION

FLOOR PLAN

CASE # 1847-SUP

A-100



OVERALL SQUARE FOOTAGE:

INTERIOR SPACE: 2,150 SF
PATIO SPACE: 1,050 SF
TOTAL 3,200 SF

SEATING

INTERIOR SEATING: 18 SEATS
PATIO SEATING: 20 SEATS
TOTAL: 38 SEATS



1 FLOOR PLAN
3/16" = 1'-0"

Council Meeting

10.

Meeting Date: 05/16/2022

Department: Development Services

AGENDA CAPTION:

Hold a Public Hearing, Present, Discuss, and Consider Action on an **Ordinance Approving a Special Use Permit (SUP) for Property Located at 5280 Belt Line Road that is Currently Zoned Local Retail (LR), to Allow a Portion of the Building to be used as a Restaurant with the Sale of Alcoholic Beverages for On-Premises and Off-Premises Consumption.** Case 1848-SUP/5280 Belt Line Road (Postino).

BACKGROUND:

The Addison Planning and Zoning Commission, meeting in regular session on April 19, 2022, voted to recommend approval of an ordinance changing the zoning on property located at 5280 Belt Line Road, which property is currently zoned Local Retail (LR), by approving a Special Use Permit (SUP) to allow a portion of the building to be used as a restaurant with the sale of alcoholic beverages for on-premises and off-premises consumption, subject to the following conditions:

- The applicant shall not use any terms or graphic depictions that relate to alcoholic beverages in any exterior signage.
- Meso Maya SUP Ordinances O16-042 and O18-007 are repealed upon issuance of a CO for either Sweetgreen or Postino.

Voting Aye: Branson, Catalani, Craig, DeFrancisco, Fansler, Meleky, Souers

Voting Nay: none

Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: none

On: none

Against: none

Please refer to the Staff Report for additional details.

RECOMMENDATION:

Administration recommends approval.

Attachments

Presentation: 1848-SUP

Ordinance: 1848-SUP

Staff Report: 1848-SUP

Plans: 1848-SUP

Sweetgreen and Postino Special Use Permits (1847-SUP/1848-SUP)

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

Case 1847-SUP/1848-SUP Sweetgreen & Postino

ADDISON

LOCATION:

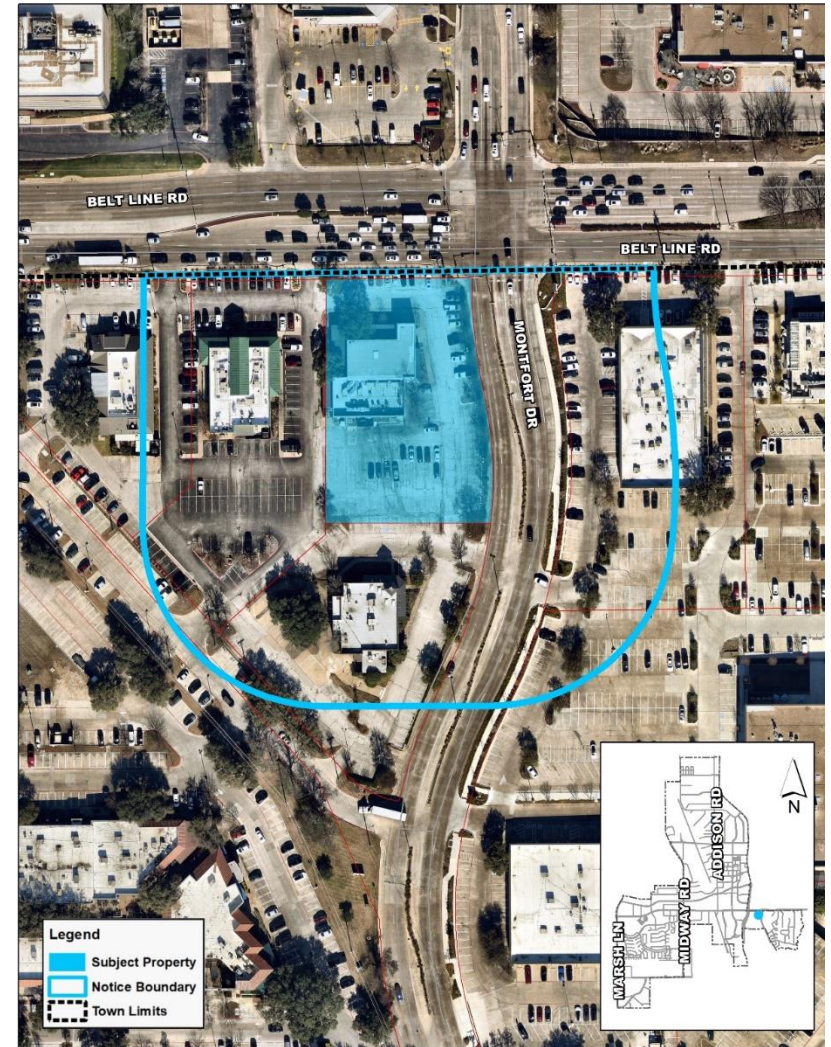
5280 Belt Line Road.

REQUEST:

Approval of a Special Use Permit for a restaurant (Sweetgreen) and approval of a Special Use Permit for a restaurant with the sale of alcoholic beverages for on-premises and off-premises consumption (Postino).

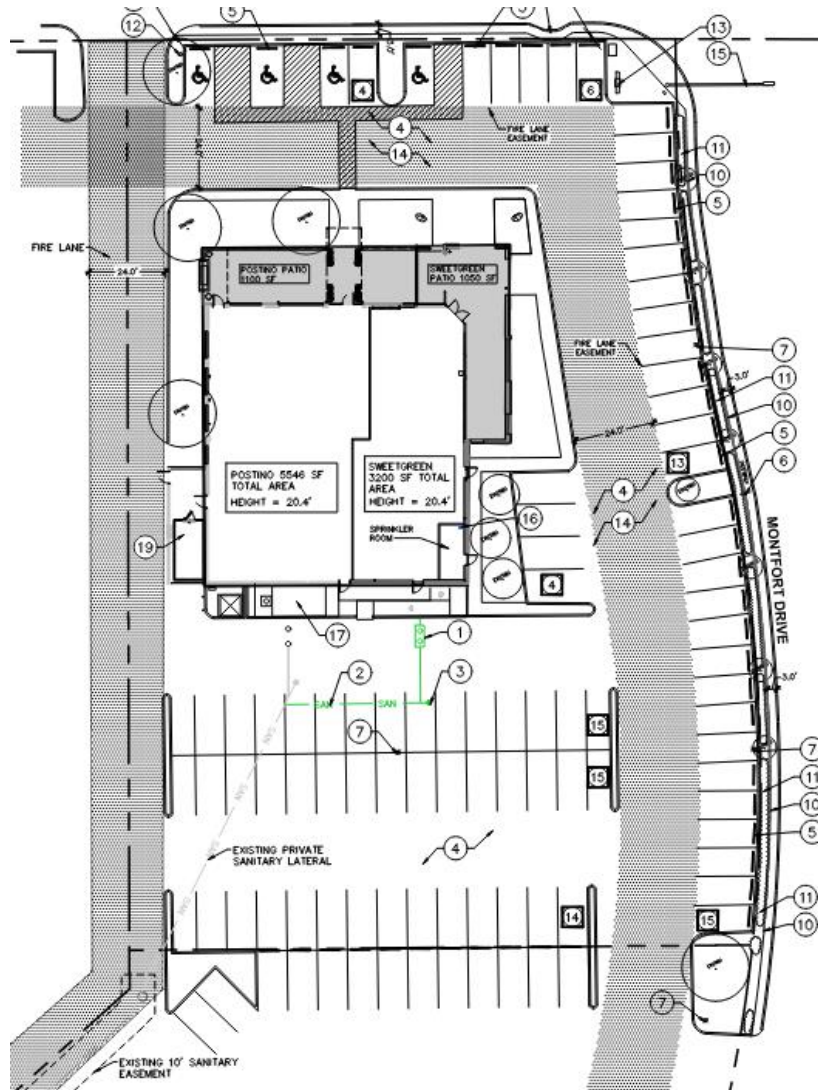
ACTION REQUIRED:

Discuss, consider, and take action on the appropriateness of the proposed restaurant uses and the sale of alcoholic beverages for on-premises and off-premises consumption, and associated site conditions at the subject property.



Case 1847-SUP/1848-SUP Sweetgreen & Postino

ADDISON



PROJECT HISTORY:

1979 – developed as Don Miguel’s Restaurant, and shortly thereafter, converted to El Fenix

2016, 2018 – SUPs for Meso Maya approved

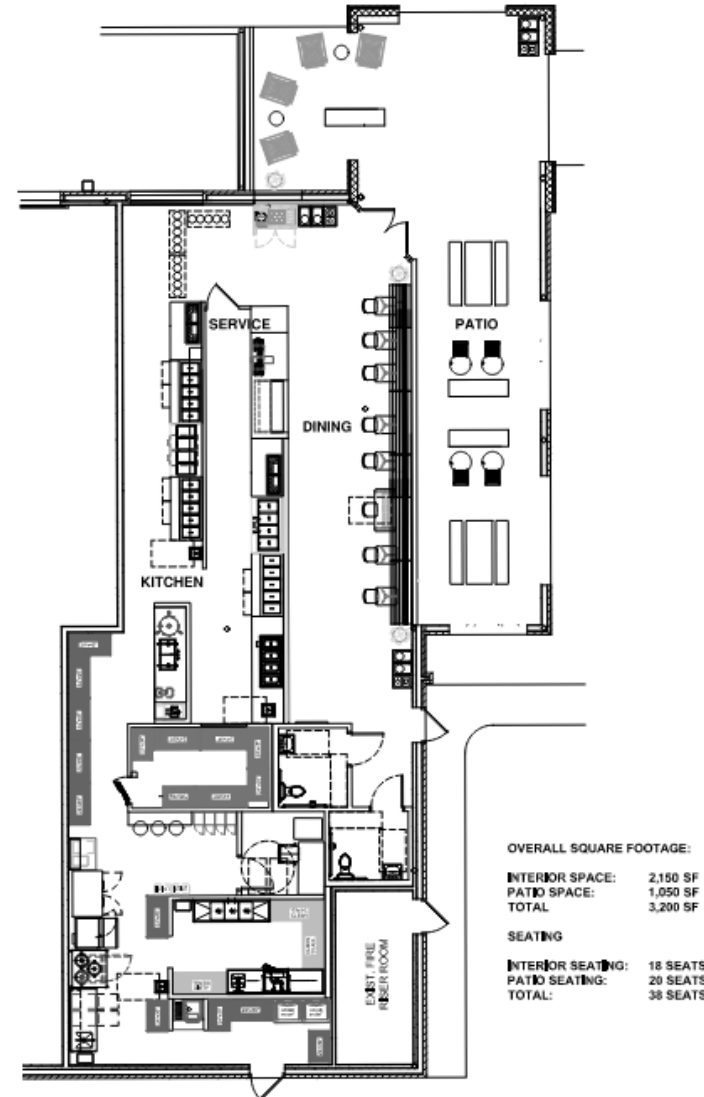
Present – Sweetgreen and Postino propose to subdivide the building space to create two distinct restaurants with patios within the existing building footprint

Case 1847-SUP/1848-SUP Sweetgreen & Postino

ADDISON

SWEETGREEN RESTAURANT USE:

- 2,150 SF of interior floor area
- 1,050 SF of covered patio space
- Seating for 18 indoors, 20 on the patio
- No alcohol sales



Case 1847-SUP/1848-SUP Sweetgreen & Postino

ADDISON



PARKING:

Currently, the site provides the minimum required parking supply, but does not comply with handicapped parking requirements. Two parking spaces were removed to add one additional handicapped parking space to bring the site into better compliance.

OPEN SPACE AND LANDSCAPE:

Site does not currently comply with landscape area or buffer requirements. A small amount of landscape area was added, and parking lot and base landscape will be enhanced on site to bring the site into better compliance.



EXTERIOR APPEARANCE:

The applicant intends to modify the façade to reflect two distinct tenant spaces. The façade plan complies with Town codes.

Case 1847-SUP/1848-SUP Sweetgreen & Postino

ADDISON

PUBLIC NOTICE:

Notice of public hearing was provided to property owners within 200 feet of the subject property in accordance with Town and State law.

NOTICE RECIPIENTS: 7.

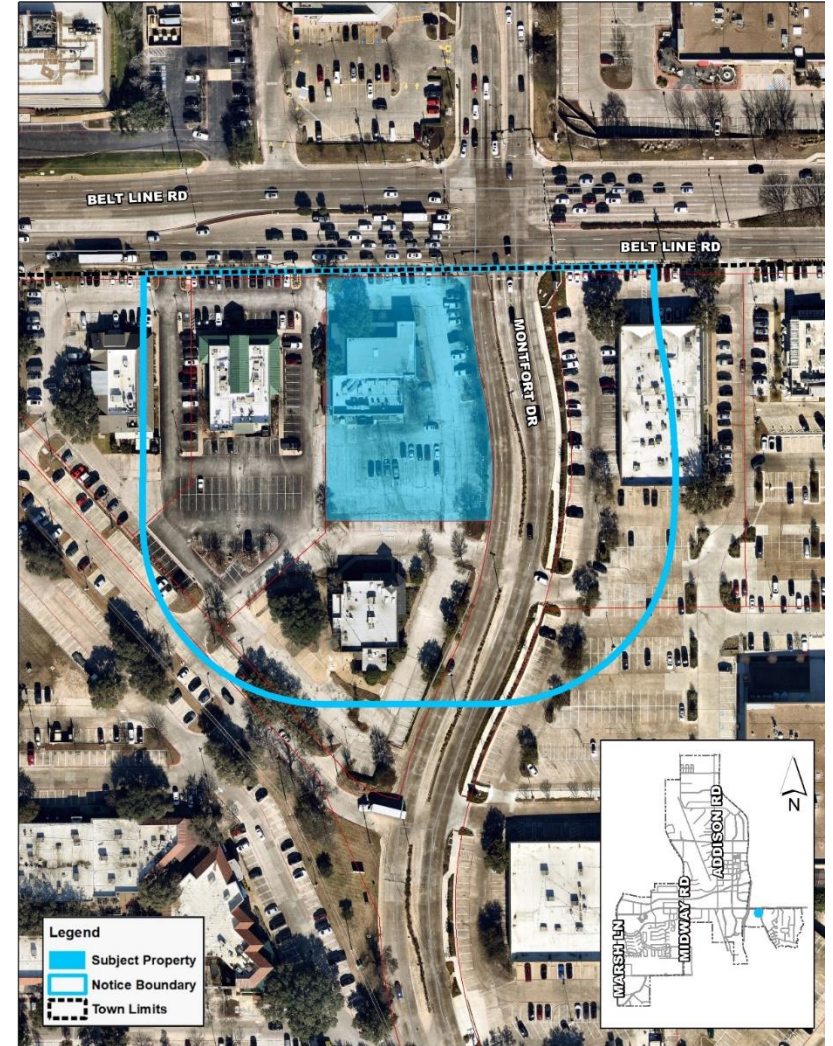
FOR: None.

AGAINST: None.

NEUTRAL: None.

PLANNING & ZONING COMMISSION ACTION

Approval: 7 – 0



RECOMMENDATION:

Staff recommends **approval of the requests, with the following conditions:**

- The applicant shall not use any terms or graphic depictions that relate to alcoholic beverages in any exterior signage
- Meso Maya SUP Ordinance O16-042 (as amended by O18-007) is repealed upon issuance of a CO for either Sweetgreen or Postino

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY REPEALING ORDINANCE NO. 016-042 AND GRANTING A SPECIAL USE PERMIT (SUP) FOR A PORTION OF THE BUILDING TO BE USED AS A RESTAURANT AND FOR THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISES AND OFF-PREMISES CONSUMPTION FOR THE PROPERTY LOCATED AT 5280 BELT LINE ROAD; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING A SAVINGS CLAUSE, SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on April 19, 2022, the Planning & Zoning Commission considered and made recommendations on a request for a Special Use Permit (Case No.1848-SUP) for a portion of the building to be used as a restaurant and for the sale of alcoholic beverages for on-premises and off-premises consumption at the property located at 5280 Belt Line Road (the “Subject Property”); and

WHEREAS, the Subject Property is presently zoned Local Retail (LR); and

WHEREAS, this change of zoning is in conformance 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. 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. Ordinance No. O16-042, as amended by Ordinance No. O18-007, granting a Special Use Permit to Meso Maya, shall be repealed in its entirety upon issuance of a Certificate of Occupancy for the Subject Property in conformance with this ordinance.

SECTION 3. A Special Use Permit authorizing a restaurant and authorizing the sale of alcoholic beverages for on-premises and off-premises consumption for a portion of the building on the Subject Property, is hereby granted subject to the following conditions:

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

- (b) The SUP granted herein for a restaurant and for the sale of alcoholic beverages for on-premises and off-premises consumption, shall be limited to that particular area encompassing a total area not to exceed 5,546 square feet as designated on the final site plans attached hereto as **Exhibit A**.
- (c) No signs advertising sale of alcoholic beverages shall be permitted other than those authorized under the Liquor Control Act of the State of Texas, and any sign ordinance of the Town of Addison, Texas (hereinafter “City”).
- (d) The sale of alcoholic beverages under this SUP shall be permitted in restaurants. For the purposes of this ordinance, the term “restaurant” means an establishment which receives at least sixty percent (60%) of its gross revenues from the sale of food.
- (e) Said establishment shall, upon request by the City, make available to the City or its agents, during reasonable hours its bookkeeping records for inspection to ensure that the conditions of subparagraph (d) above are being met.
- (f) Any nonconforming use of the Subject Property that is not considered a legal nonconforming use under the City’s Comprehensive Zoning Ordinance shall not be permitted to receive a license or permit for the sale of alcoholic beverages.
- (g) If the Subject Property is not used for the purposes for which said permit was granted within one (1) year after the adoption of this ordinance, the City Council may authorize hearings to be held for the purpose of considering a change of zoning and repeal of the Special Use Permit granted herein.
- (h) If a license or permit to sell alcoholic beverages on the Subject Property is revoked, terminated, or cancelled by any authority with jurisdiction over the same, the City Council may authorize hearings to be held for the purpose of considering a change of zoning and repeal of the Special Use Permit granted herein.
- (i) The establishment shall not use the term “bar”, “tavern”, or any other terms or graphic depictions that relate to the sale of alcoholic beverages on any signs visible from the exterior of the premises.

SECTION 4. 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, Section 1-7 of the Code of Ordinances for the Town of Addison.

SECTION 5. 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 6. All ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 7. 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.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the **16TH** day of **MAY 2022.**

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

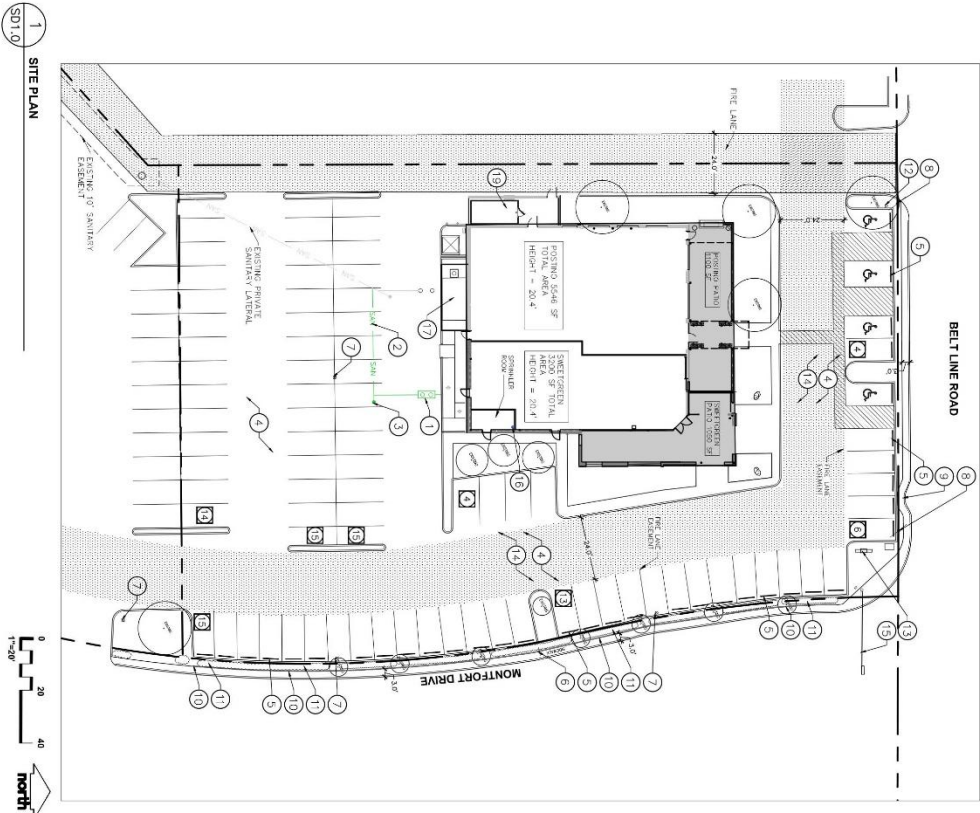
APPROVED AS TO FORM:

Irma Parker, City Secretary

Whitt Wyatt, City Attorney

EXHIBIT A

File: C:\2021\1848\SD1.0\DWG\Landscape Plans\21-1048\swagreen_Landscape Plans.dwg Layout: SD1.0 User: nrgal@additx.com Plotted: Apr 18, 2022 - 4:13pm Xref's: 21-1048\swagreen Additx.TX



1 SITE PLAN
SD1.0

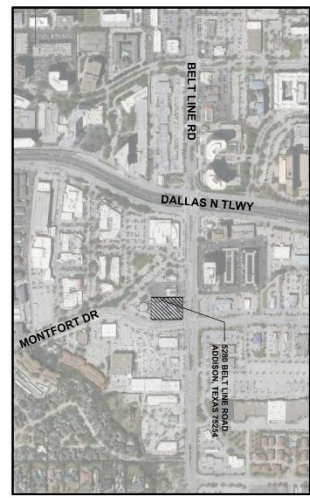


SITE PLAN NOTES:

1. EXISTING EXTERIOR LIGHTING TO BE REMOVED IN AREA OF DEVELOPMENT TO MATCH EXISTING AND MAINTAIN EXISTING.
2. REPOSED & REINSTATE SANITARY SCENE.
3. EXISTING SANITARY SCENE CLEANOUT.
4. EXISTING PARKING LOT TO BE DEGRADED AND REFINISHED BY LANDSCAPE.
5. EXISTING WALK, STAIR (PERMANENT).
6. EXISTING LIGHT RIG SIGN.
7. EXISTING POWER POLE.
8. EXISTING & NEW.
9. EXISTING & NEW.
10. EXISTING EXTERIOR WALL.
11. EXISTING LANDSCAPE ZONING.
12. EXISTING SIGN.
13. EXISTING SIGN.
14. EXISTING SIGN.
15. EXISTING SIGN.
16. APPROXIMATE LOCATION OF EXISTING WATER SERVICE TO BE SHUT OFF AND RECONNECTED TO MATCH EXISTING LINE TO MATCH A WALL WALK CONDITION.
17. EXISTING AND EXISTING EXTERIOR.
18. NEW ACCESSIBLE RAMP.
19. SERVICE TRAIL WITH EXISTING WALL.

SITE DATA/PARKING ANALYSIS

ZONING	LOCAL RETAIL DISTRICT
PREPARED USE	3281 (LOCAL RETAIL DISTRICT)
SMALL BUSINESS BUILDING AREA	3281 (LOCAL RETAIL DISTRICT)
PARKING BUILDING AREA	3281 (LOCAL RETAIL DISTRICT)
LOT AREA	3281 (LOCAL RETAIL DISTRICT)
LOT COVERAGE	3281 (LOCAL RETAIL DISTRICT)
TOTAL PARKING AREA REQUIRED AT 1 SPACE/200 SF (EXISTING PARKING)	3281 (LOCAL RETAIL DISTRICT)
TOTAL PARKING AREA PROVIDED AT 1 SPACE/200 SF (EXISTING PARKING)	3281 (LOCAL RETAIL DISTRICT)
DEFICIT (PROVIDED - REQUIRED)	3281 (LOCAL RETAIL DISTRICT)



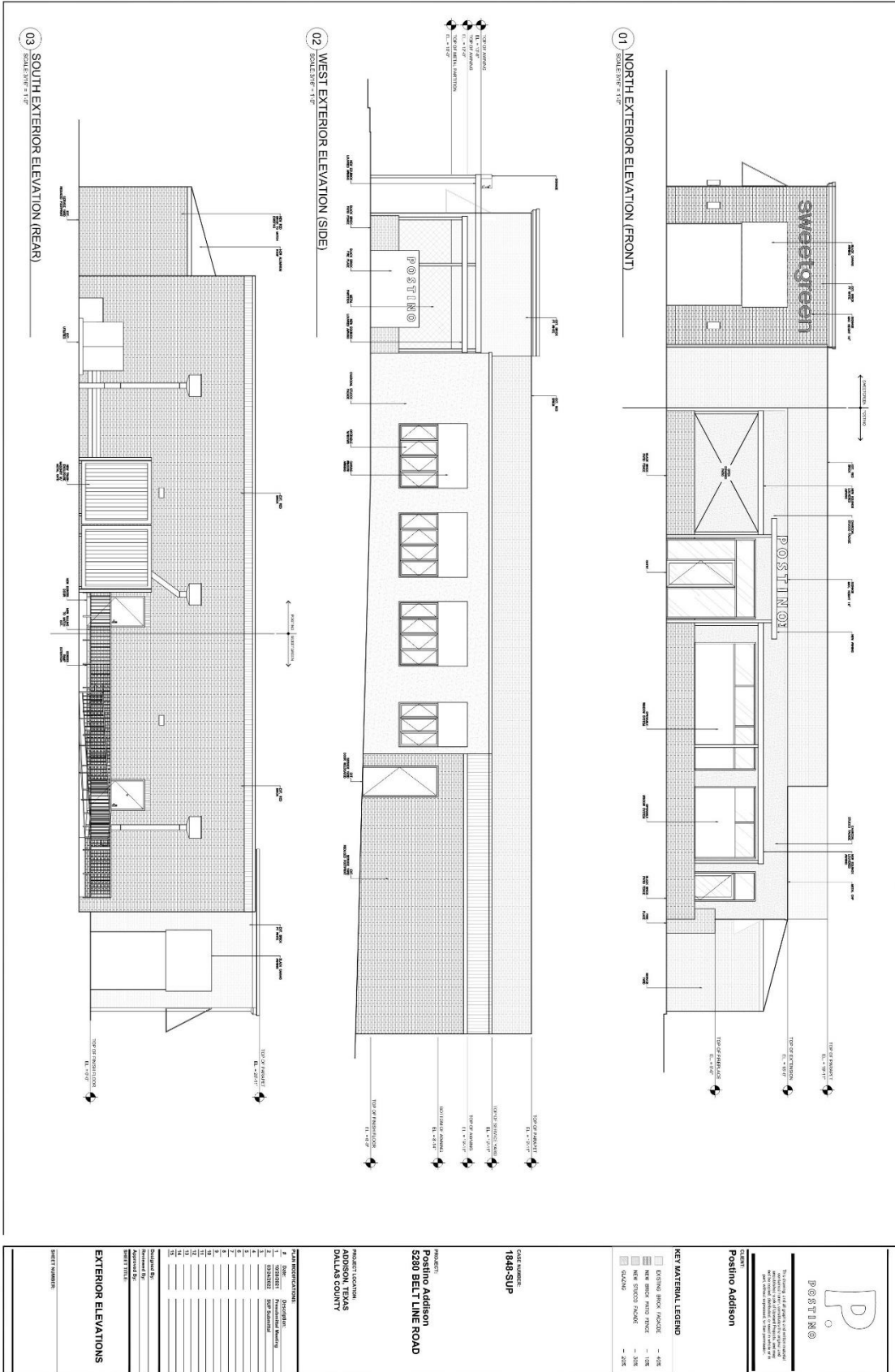
PROJECT AREA
NOT TO SCALE



Case # 1848-SUP

CREATE THE VISION. TELL THE STORY. JSD ARCHITECTS CHICAGO REGIONAL OFFICE 1311 EXPOSITION BOULEVARD LOS ANGELES, CA 90018	
CLIENT	Postino & Sweetgreen
PROJECT LOCATION	5280 BELT LINE ROAD DALLAS COUNTY
DATE	2-2022
DESIGNED BY	JSD ARCHITECTS
PERMITTED BY	DALLAS COUNTY
APPROVED BY	DALLAS COUNTY
DATE	2-2022
PROJECT NO.	1848-SUP
SHEET NO.	SD1.0

EXHIBIT A



CLIENT:
Postino Addison

KEY MATERIAL LEGEND

- EXISTING BRICK FINISH
- NEW BRICK (30/60 FINISH)
- NEW STUCCO FINISH
- GLAZED

CASE NUMBER:
1848-SUP

PROJECT LOCATION:
Postino Addison
5280 BELT LINE ROAD

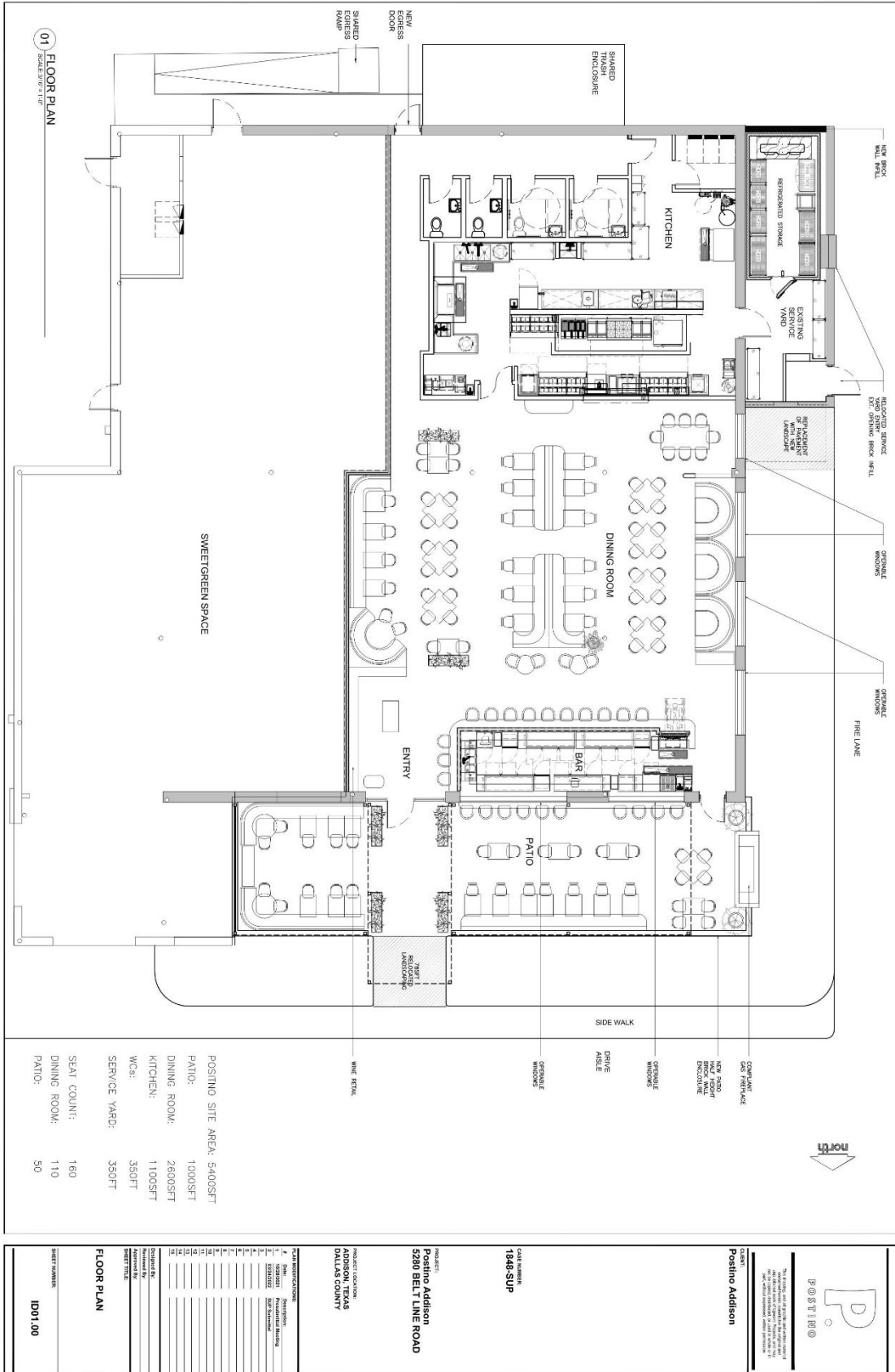
PROJECT LOCATION:
ADDISON, TEXAS
DALLAS COUNTY

DATE REVISIONS	
1	ISSUED FOR PERMITTING
2	REVISED PER PERMITTING
3	REVISED PER PERMITTING
4	REVISED PER PERMITTING
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20	REVISED PER PERMITTING

EXTERIOR ELEVATIONS

SHEET NUMBER

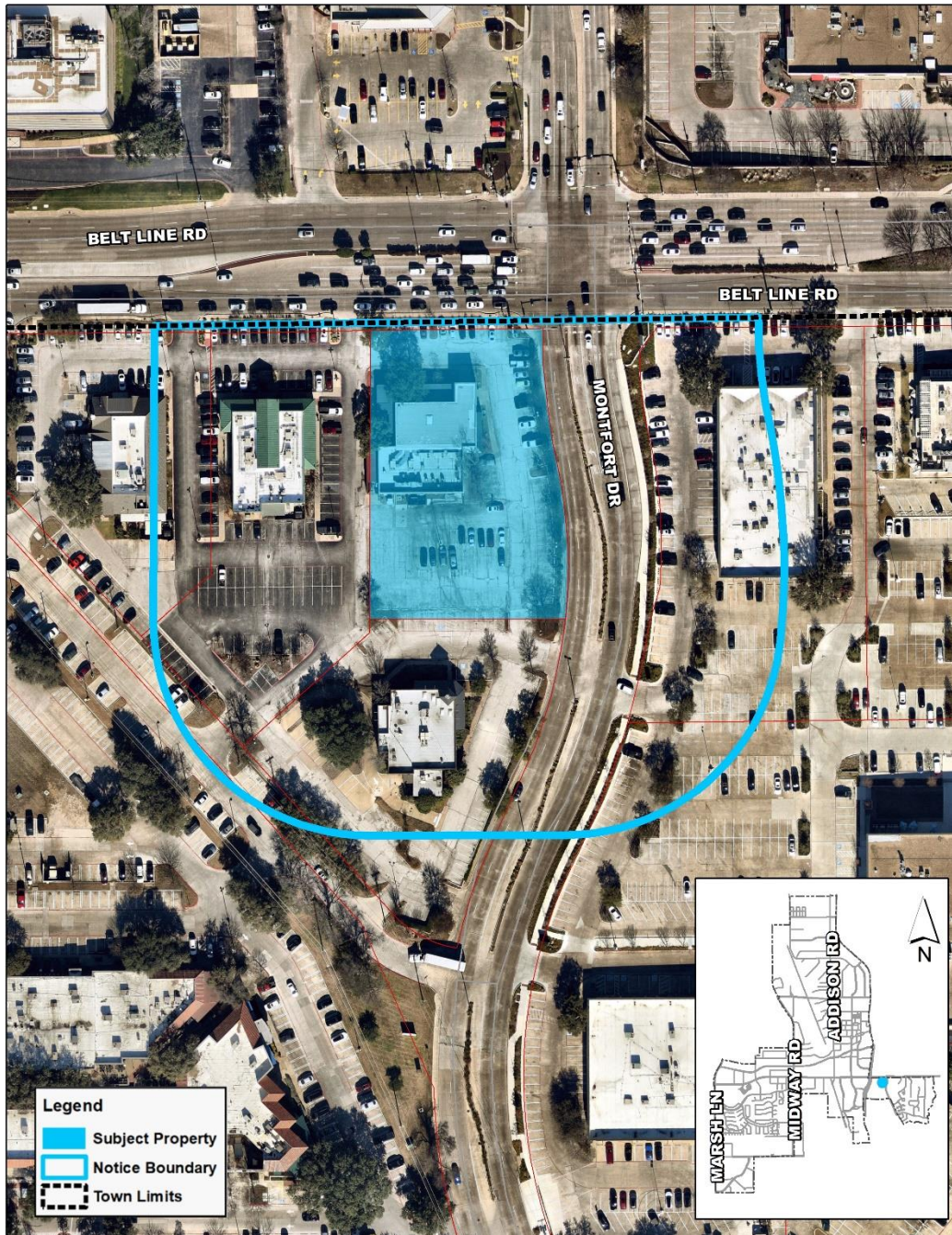
EXHIBIT A



1848-SUP

PUBLIC HEARING Case 1848-SUP/5280 Belt Line Road (Postino). Hold a Public Hearing, Present, Discuss, and Consider Action on a Recommendation regarding an Ordinance Approving a Special Use Permit (SUP) for Property Located at 5280 Belt Line Road that is currently zoned Local Retail (LR), to allow a portion of the building to be used as a Restaurant with the Sale of Alcoholic Beverages for On-Premises and Off-Premises Consumption.

LOCATION MAP





April 15, 2022

STAFF REPORT

RE: 1847-SUP/Sweetgreen and 1848-SUP/Postino

LOCATION: 5280 Belt Line Road

REQUEST: Approval of a Special Use Permit for a restaurant (Sweetgreen) and approval of a Special Use Permit for a restaurant with the sale of alcoholic beverages for on-premises and off-premises consumption (Postino)

APPLICANT: Bryan J. Ruesch, JSD Inc. (on behalf of Sweetgreen)
Joseph Keresey, Service First Permits (on behalf of Postino)

DISCUSSION:

Background: The subject property is located at 5280 Belt Line Road, which is the southwest corner of Belt Line Road and Montfort Drive. This site is zoned Local Retail (LR) with a Special Use Permit (SUP) for a restaurant with the sale of alcohol for on-premises consumption. This site was originally developed in 1979 as Don Miguel's Restaurant, and shortly thereafter, converted to El Fenix. In 2017, a new SUP was approved for the current tenant, Meso Maya.

The current property owner, Northwood Investors, owns the three adjacent restaurant parcels to the west and south (to include the recently approved redevelopment site for Loro Asian Smokehouse), as well as Prestonwood Place, the restaurant-anchored mixed use center at the southeast corner of Belt Line Road and Montfort Drive. With this request, Northwood Investors proposes to re-tenant this large floor plan dining space with two restaurant concepts, Postino and Sweetgreen. This proposal is aligned with their ongoing reinvestment efforts in this area by introducing new dining concepts to the Addison restaurant inventory.

Sweetgreen is a fast-casual restaurant serving regionally and locally sourced fresh ingredients that make up their specialty salads and "warm bowls". Every morning, Sweetgreen stores receive deliveries of fresh whole vegetables, fruits, and grains, all of which are transformed into healthy, fresh menu items by their employee teams. Sweetgreen also offers a variety of beverages, but does not serve alcohol. Sweetgreen has nearly 150 restaurant locations across 13 states. This proposed location would be the third DFW location (the first two locations are in Deep Ellum and Uptown). The proposed operating hours for the Addison location are 10:30 am – 10:30 pm Monday through Saturday, and 11 am – 6 pm on Sundays.

Postino is a casual sit-down restaurant and wine café that was created to provide communities with a space to connect through unique, approachable wines; simple food prepared with local ingredients; and a warm, edgy culture that brings everyone together. Today, Postino continues

this tradition with sixteen unique locations (Arizona, California, Colorado, Georgia, and Texas), each set in historically relevant buildings integral to the neighborhoods that surround them. This proposed location would be the second DFW location (the first location is in Deep Ellum). In addition to food sales, Postino intends to sell alcohol for on-premises consumption and to operate a small wine retail component to allow for the sale of alcohol for off-premises consumption. The proposed operating hours for the Addison location are 11 am – 11 pm Monday through Thursday, 11 am – 12 am on Fridays, 9 am – 12 am on Saturdays, and 9 am – 10 pm on Sundays.

These proposed restaurants require SUPs due to the proposed change from one restaurant tenant to two restaurant tenants for the subject property, and due to the request by Postino to sell alcoholic beverages for off-premises consumption.

Proposed Plan: With this request, the property owner proposes to subdivide the building to create two tenant spaces. Sweetgreen would occupy the eastern, 3,200 square foot tenant space, which would be comprised of 2,150 square feet of interior floor area and a 1,050 covered patio created from space that is currently interior to the building. Reflective of its fast casual business model, Sweetgreen only provides seating for 38 diners (20 interior/18 patio seats). In addition to the patio improvements, Sweetgreen will be painting their portion of the façade white, and adding new fabric canopies, cedar accent trim, and wall sconces. The interior floor plan is predominately comprised of kitchen and service area, with a single row of bar seating lining the new storefront delineating the patio from the interior space.

Postino would occupy the western, 5,546 square foot tenant space, which would be comprised of 4,446 square feet of interior floor area and a 1,000 covered patio. This proposed floor plan would reclaim a portion of the existing Meso Maya patio space at the western façade. Postino will provide seating for 160 diners, which will be comprised of 110 interior seats and 50 patio seats. Most of the existing brick façade will be retained and will maintain the same color. A new entryway will be added to the building and the patio will be reconstructed through the addition of new awnings, a black brick base, operable windows, and a fireplace. The new wall at the east side of the patio will be clad in charcoal colored stucco, and that material will also be added to the north façade as an accent material. The interior of the space would be comprised of a dining and bar area, kitchen, and small wine retail space near the entryway.

This proposed plan will not add any additional floor area. As one of the more physically constrained properties in Addison, improvements to parking, landscape, and pedestrian connectivity are very difficult to achieve without detrimentally impacting the economic viability of the property.

Parking: When a restaurant use was first approved for this site, it was granted a parking ratio of 1 space per 100 square feet. This is atypical of free standing restaurants, which generally require 1 space per 70 square feet. The reasoning behind this is unclear, but perhaps it was considered an extension of the Village on the Parkway retail center and as a result, the mixed-use ratio of 1 space per 100 square feet was applied. Given that this condition was extended to Meso Maya in 2016, it would be appropriate to extend this same condition to these requests.

During the review of the Meso Maya SUP, the site plan demonstrated compliance with the overall parking requirements as well as the requirements for handicapped parking. Those plans called for one handicapped parking space to be added, and all of the spaces to be relocated from the west side of the Belt Line frontage to the east side. Those improvements were never executed by Meso Maya and the site is currently short one handicapped space. Staff has asked the current applicants to correct this condition, which has resulted in the loss of one additional parking space

to accommodate the required clear area adjacent to the space. This space could be reclaimed elsewhere, but that action would result in the loss of landscape and building floor area, if lost landscape would then need to be replaced as well.

Given that the proposed cumulative seating proposed by the two restaurants will provide 131 fewer seats than Meso Maya, the loss of landscape and building floor area would have a greater negative impact than the loss of this parking space. With Northwood Investors also owning the three surrounding restaurant properties, they are well-positioned to mitigate any unforeseen issues.

Exterior Facades: The façade plans reflect changes to the color scheme (painted white) and the creation of a recessed patio for the Sweetgreen portion of the building and modifications to the storefront, patio, rear service entry, and western façade for the Postino portion of the building. The current material palette will largely remain the same, with the exception of the addition of stucco for the portion of the existing patio that is being reclaimed as interior space.

Landscaping and Open Space: Since this property was developed in the late 1970s, it is far below the current landscaping requirements. Additionally, the site only provides a three-foot sidewalk located immediately at the back of curb. The proposed plan increases total landscape area slightly by adding 20 square feet of landscape area, which still puts the site well below the 20% required. The plan also does not meet the twenty-foot street landscape buffer standard or the requirement to provide larger sidewalks.

Unfortunately, absent a complete redevelopment of this site, it would be impossible to comply with the current standards. Staff has worked with the applicant to maximize the amount of landscaping provided within the site without detrimentally impacting other site features. In addition to the small increase in total landscape area, the applicant will be enhancing the existing planting areas by departing from the current xeriscape appearance and filling in those areas with additional groundcover.

Staff believes that the proposed landscaping gets the property as close as possible to current requirements under the existing site configuration.

RECOMMENDATION: **APPROVAL WITH CONDITIONS**

Northwood Investors continue their ongoing reinvestment efforts in the Montfort Drive and Belt Line corridors. Sweetgreen and Postino will be strong additions to the Addison restaurant mix and they have sufficiently addressed the many physical constraints that result from the development history of this site.

Staff recommends approval of these requests, subject to the following condition:

- The applicants shall not use any terms or graphic depictions that relate to alcoholic beverages in any exterior signage.



Case 1848-SUP/5280 Belt Line Road (Postino)

April 19, 2022

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on April 19, 2022, voted to recommend approval of an ordinance changing the zoning on property located at 5280 Belt Line Road, which property is currently zoned Local Retail (LR), by approving a Special Use Permit (SUP) to allow a portion of the building to be used as a restaurant with the sale of alcoholic beverages for on-premises and off-premises consumption, subject to the following conditions:

- The applicant shall not use any terms or graphic depictions that relate to alcoholic beverages in any exterior signage.
- Meso Maya SUP Ordinances O16-042 and O18-007 are repealed upon issuance of a CO for either Sweetgreen or Postino.

Voting Aye: Branson, Catalani, Craig, DeFrancisco, Fansler, Meleky, Souers

Voting Nay: none

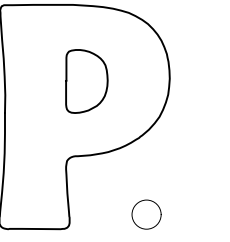
Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: none

On: none

Against: none



POSTINO

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CLIENT:

Postino Addison

CASE NUMBER:
1848-SUP

PROJECT:
**Postino Addison
5280 BELT LINE ROAD**

PROJECT LOCATION:
**ADDISON, TEXAS
DALLAS COUNTY**

PLAN MODIFICATIONS:

#	Date:	Description:
1	10/28/2021	Presubmittal Meeting
2	03/24/2022	SUP Submittal
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14		
15		

Designed By:

Reviewed By:

Approved By:

SHEET TITLE:

COVER SHEET

SHEET NUMBER:



POSTINO ADDISON

INDEX

SITE PLAN

FLOOR PLAN

EXTERIOR ELEVATIONS

LANDSCAPE PLANS



CREATE THE VISION TELL THE STORY

jsdinc.com

CHICAGO REGIONAL OFFICE
1400 EAST TOWHY AVENUE, SUITE 215
DES PLAINES, IL 60018
P. 312.644.3379

CLIENT:
Postino & sweetgreen

CLIENT ADDRESS:
**3101 EXPOSITION BOULEVARD
LOS ANGELES, CA 90018**

PROJECT:
**Postino & sweetgreen
5280 BELT LINE ROAD**

PROJECT LOCATION:
**ADDISON, TEXAS
DALLAS COUNTY**

PLAN MODIFICATIONS:

#	Date:	Description:
1	10/28/2021	Presubmittal Meeting
2	03/24/2022	SUP Submittal
3		
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Designed By: LV / MJH
Reviewed By: LV
Approved By: LV

SHEET TITLE:
LANDSCAPE PLAN

SHEET NUMBER:
L1.0

JSD PROJECT NO: 21-10488

LANDSCAPE PLAN GENERAL NOTES:

- THE LANDSCAPE CONTRACTOR SHALL COMPLY WITH ALL PROVISIONS AND DIRECTIONS OF THE SPECIFICATIONS.
- THE LANDSCAPE CONTRACTOR SHALL PROTECT ALL WORK FROM DAMAGE BY OTHERS UNTIL THE WORK IS COMPLETE AND ACCEPTED BY THE PARK DISTRICT.
- THE LANDSCAPE CONTRACTOR SHALL COORDINATE HIS WORK WITH ALL OTHER TRADES.
- EXACT LOCATION OF ALL UNDERGROUND UTILITIES SHALL BE DETERMINED AND IDENTIFIED IN THE FIELD BY THE LANDSCAPE CONTRACTOR PRIOR TO COMMENCING WORK.
- THE CONTRACTOR SHALL AVOID ALL EXISTING UTILITIES—UNDERGROUND AND OVERHEAD WHERE APPLICABLE. WHERE UNDERGROUND UTILITIES EXIST, FIELD ADJUSTMENTS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. NEITHER THE OWNER NOR THE LANDSCAPE ARCHITECT ASSUMES ANY RESPONSIBILITY WHATSOEVER, IN RESPECT TO THE CONTRACTORS ACCURACY IN LOCATING THE INDICATED PLANT MATERIAL.
- ALL PLANT MATERIALS SHALL CONFORM TO THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK AS PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION, 230 SOUTHERN BUILDING, WASHINGTON D.C. 20005 (ANSI Z60.1).
- ALL PLANTS OF THE SAME SPECIES SHALL BE OBTAINED FROM THE SAME NURSERY SOURCE.
- THE CONTRACTOR SHALL GIVE AT LEAST 48 HOURS NOTICE TO THE LANDSCAPE ARCHITECT AS EACH PHASE OF WORK IS UNDERTAKEN PRIOR TO PLANTING OPERATIONS SO THAT THE LANDSCAPE ARCHITECT CAN BE PRESENT TO VERIFY PLANT SPECIES, SIZES AND OVERALL HEIGHT IMMEDIATELY PRIOR TO PLANTING. IF NOTICE IS NOT GIVEN BY THE CONTRACTOR, HE SHALL REMOVE/REPLACE PLANTS AS DIRECTED BY THE LANDSCAPE ARCHITECT AT NO ADDITIONAL EXPENSE TO THE OWNER.
- PLANT SHRUBS AFTER THE FINAL GRADES HAVE BEEN ESTABLISHED AND PRIOR TO THE PLANTING OF LAWNS UNLESS OTHERWISE DIRECTED BY THE OWNER.
- ALL PLANT MATERIAL SHALL BEAR THE SAME RELATIONSHIP TO THE NEW GRADE AS IT BORE TO THE GRADE AT THE NURSERY.
- ALL PLANTS SHALL BE PLANTED PER THE LANDSCAPE PLAN, DETAILS AND SPECIFICATIONS. PLANTINGS NOT FOUND TO BE IN COMPLIANCE SHALL BE REPLANTED CORRECTLY, OR REPLACED AT NO ADDITIONAL EXPENSE TO THE OWNER.
- ADJUST SHRUB, PERENNIAL, AND GROUNDCOVER SPACING AS NECESSARY TO EVENLY FILL PLANTING BEDS.
- THE LANDSCAPE ARCHITECT OR OWNER RESERVES THE RIGHT TO REJECT PLANTS ON SITE WHETHER STOCK PILED OR PLANTED IN PLACE. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM SITE.
- IN CASE OF DISCREPANCIES BETWEEN THE PLAN AND THE PLANT LIST, THE PLAN SHALL DICTATE.
- WHERE PLANTING BEDS MEET TURF AREAS, THE CONTRACTOR SHALL PROVIDE A CULTIVATED EDGE. MULCH ALL SHRUB BEDS TO THE LINE SHOWN. THE CONTRACTOR SHALL FURNISH AND INSTALL 3" LAYER OF SHREDDED HARDWOOD MULCH UNDER ALL TREE PLANTINGS AND SHRUB BEDS. (SUBMIT SAMPLE, SEE SPECS.)
- AN APPROVED GRANULAR ORGANIC PRE-EMERGENT HERBICIDE SHALL BE APPLIED IN ALL PLANTING BEDS AT A RATE SPECIFIED BY MANUFACTURER FOR EACH PLANT VARIETY.
- THE LANDSCAPE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT INJURY TO ALL PLANT MATERIAL DURING DIGGING, HANDLING, PLANTING, AND MAINTENANCE OPERATIONS.
- ALL PLANTS TO BE "HEELED IN" OR STORED ON-SITE AND SHALL BE GROUPED TOGETHER BY SPECIES AND SIZE AND SHALL BE COVERED WITH MULCH OR COMPOST TO PREVENT DESICCATION. DO NOT DELIVER ANY PLANTS THAT CANNOT BE PLANTED WITHIN FIVE (5) WORKING DAYS.
- FOR ALL GROUNDCOVERS, ROTOTILL 2" OF SPHAGNUM PEAT INTO TOPSOIL TO A DEPTH OF 6" TO YIELD A HOMOGENOUS MIXTURE OF TOPSOIL AND PEAT.
- GROUNDCOVER AREAS SHALL ONLY RECEIVE 1 1/2" SHREDDED HARDWOOD MULCH (NO FABRIC). CAREFULLY PLACE MULCH AROUND EACH PLANT BASE.
- ALL EXCAVATED TOPSOIL SHALL BE RE-USED BY THE CONTRACTOR OR IF CONSTRUCTION YIELDS ADDITIONAL TOPSOIL, IT SHALL BE STOCKPILED ON SITE IN AN AREA DESIGNATED BY THE OWNER FOR RE-USE BY THE CONTRACTOR PRIOR TO IMPORTING NEW TOPSOIL (IF ANY).
- ALL DISTURBED AREAS SHALL RECEIVE 6" MINIMUM OF TOPSOIL (COMPACTED). LANDSCAPE CONTRACTOR TO COORDINATE THEIR WORK WITH OTHER TRADES REGARDING FINISH GRADING. IF AVAILABLE, CONTRACTOR IS TO USE STOCKPILED TOPSOIL ONSITE. IF NOT AVAILABLE THE LANDSCAPE CONTRACTOR WILL BE RESPONSIBLE FOR IMPORTING THE TOPSOIL NECESSARY TO MEET FINISH GRADE.
- TOPSOIL SHALL BE FERTILE, FRIABLE AND REPRESENTATIVE OF LOCAL PRODUCTIVE SOIL, CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH AND FREE OF CLAY LUMPS, SUBSOIL, NOXIOUS WEEDS OR OTHER FOREIGN MATTER SUCH AS STONES, ROOTS, STICKS AND OTHER EXTRANEOUS MATERIALS. NOT FROZEN OR MUDDY. PH OF TOPSOIL TO RANGE BETWEEN 5.5 AND 7.5.
- DURING LANDSCAPE WORK, KEEP PAVEMENTS CLEAN AND WORK AREAS IN AN ORDERLY MANNER. REMOVE ALL DEBRIS FROM THE JOB SITE ON A DAILY BASIS.
- ALL PLANT MATERIAL SHALL BE FULLY GUARANTEED FOR ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE. DEAD OR UNHEALTHY PLANTS SHALL BE REPLACED AS SOON AS CONDITIONS PERMIT.
- SUBSTITUTION OF PLANT MATERIAL DUE TO LACK OF AVAILABILITY MUST BE APPROVED BY THE LANDSCAPE ARCHITECT. SUBSTITUTE PLANTS SHALL BE THE SAME SIZE, OR LARGER, AND OF EQUAL OR BETTER VALUE THAN THE ITEMS SPECIFIED. THE "EQUALITY" WILL REST WITHIN THE SOLE JUDGEMENT OF THE LANDSCAPE ARCHITECT.
- ALL LANDSCAPE MATERIALS MUST BE MAINTAINED IN GOOD CONDITION, PRESENT A HEALTHY, NEAT, AND ORDERLY APPEARANCE, AND BE KEPT FREE OF REFUSE AND DEBRIS. ANY DEAD, UNHEALTHY, OR MISSING PLANTS MUST BE REPLACED WITHIN 60 DAYS OF NOTIFICATION, UNLESS AN EXTENSION IS APPROVED.
- THE LANDSCAPE CONTRACTOR SHALL SUBMIT PHOTOGRAPHS OF ALL TAGGED PLANT MATERIAL PRIOR TO PURCHASE FOR APPROVAL OF THE OWNER/LANDSCAPE ARCHITECT.
- THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR WATERING ALL PLANT MATERIAL UNTIL ESTABLISHED.

LANDSCAPE CALCULATIONS

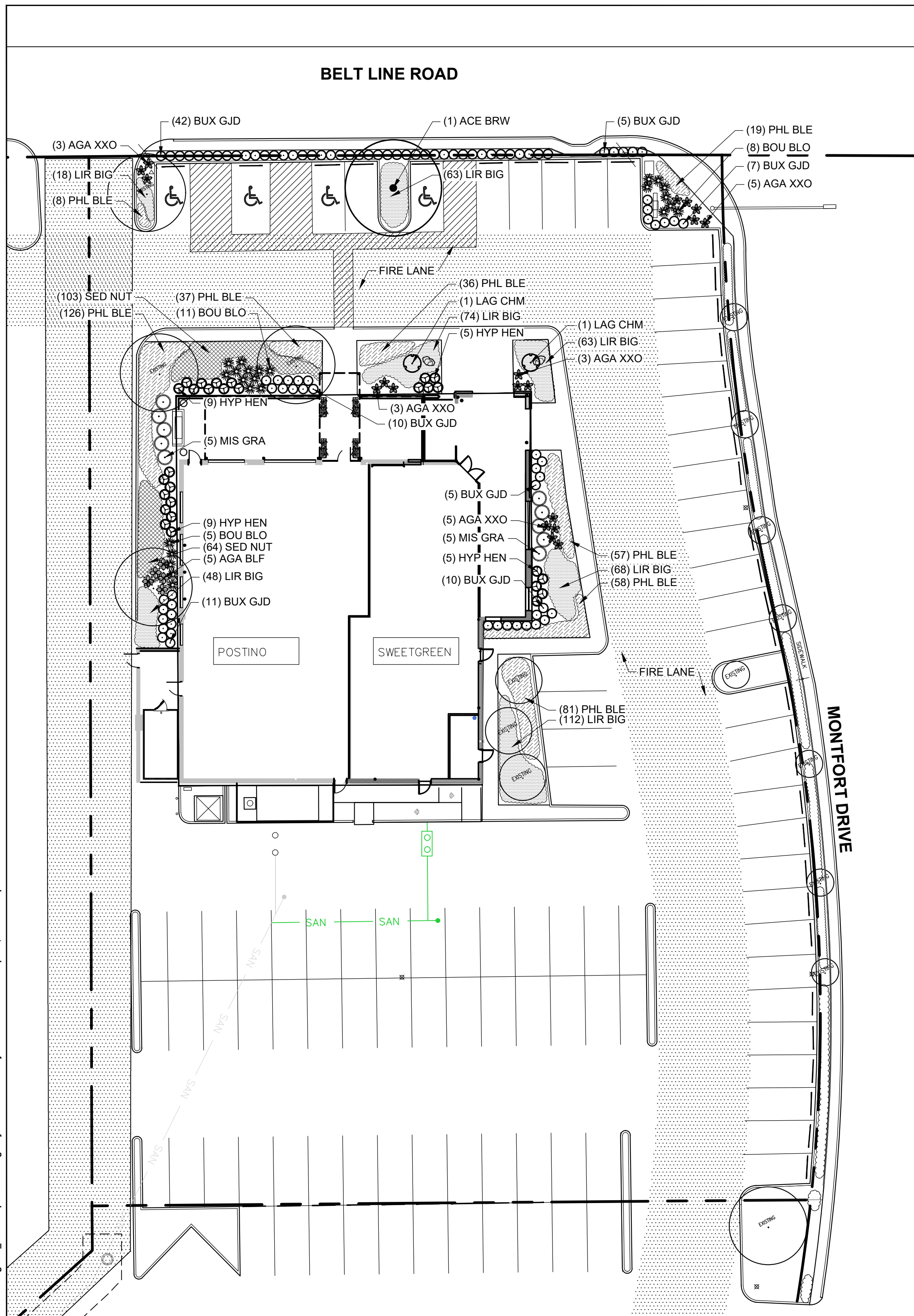
	REQUIRED	EXISTING	PROPOSED
EXISTING AND PROPOSED OVERALL LANDSCAPE PERCENTAGE	9290 SF	4,697 SF	4,717 SF
20%	46447 SF * 0.20= 9289.40 SF		
EXISTING AND PROPOSED PARKING LOT LANDSCAPE PERIMETER	1 SHRUB PLANTED EVERY 3 TO 3.5 FEET O.C.	NO	YES
EXISTING AND PROPOSED FOUNDATION LANDSCAPE INTERIOR AREA	1651 SF	1080 SF	1100 SF
5%	33010 SF * 0.05= 1650.50 SF		

NOTE: ALL EXISTING LANDSCAPING TO REMAIN OTHER THAN ADDITIONAL LANDSCAPING AS SHOWN BY THIS PLAN. LANDLORD WILL CONTINUE TO MAINTAIN ALL NEW AND EXISTING LANDSCAPING, PARKING LOT, SITE LIGHTING, AND OTHER SITE FEATURES.

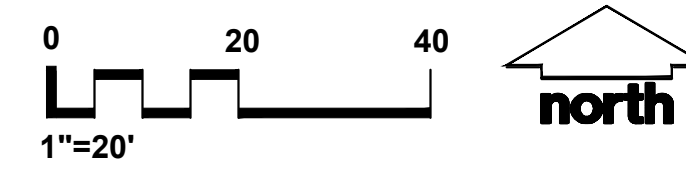
CUMULATIVE PLANT LIST

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	ROOT CONDITION	SIZE AT PLANTING	
	ACE BRW	1	<i>Acer rubrum</i> 'Brandywine' / Brandywine Red Maple	B & B	4" Cal	
	LAG CHM	2	<i>Lagerstroemia x 'Chocolate Mocha'</i> TM / Delta Jazz Crape Myrtle Single Truck	Container	4' Tall	
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SIZE AT PLANTING	SPACING
	AGA BLF	5	<i>Agave x 'Blue Flame'</i> / Blue Flame Agave	5 gal		36" o.c.
	AGA XXO	19	<i>Agave x 'Blue Glow'</i> / Blue Glow Agave	5 gal		30" o.c.
	BOU BLO	24	<i>Bouteloua gracilis</i> 'Blonde Ambition' / Blonde Ambition Blue Grama	5 gal		36" o.c.
	BUX GJD	90	<i>Buxus microphylla japonica</i> 'Grejade' TM / Baby Jade Dwarf Japanese Boxwood	5 gal		30" o.c.
	HYP HEN	28	<i>Hypericum henryi</i> / St. John's Wort	5 gal		30" o.c.
	MIS GRA	10	<i>Miscanthus sinensis</i> 'Gracillimus' / Maiden Grass	5 gal		48" o.c.
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SIZE AT PLANTING	SPACING
	LIR BIG	446	<i>Liriope muscari</i> 'Big Blue' / Big Blue Lilyturf	1 gal		16" o.c.
	PHL BLE	422	<i>Phlox subulata</i> 'Blue Emerald' / Blue Emerald Creeping Phlox	1 gal		16" o.c.
	SED NUT	167	<i>Sedum nuttallianum</i> / Yellow Stonecrop	1 gal		18" o.c.

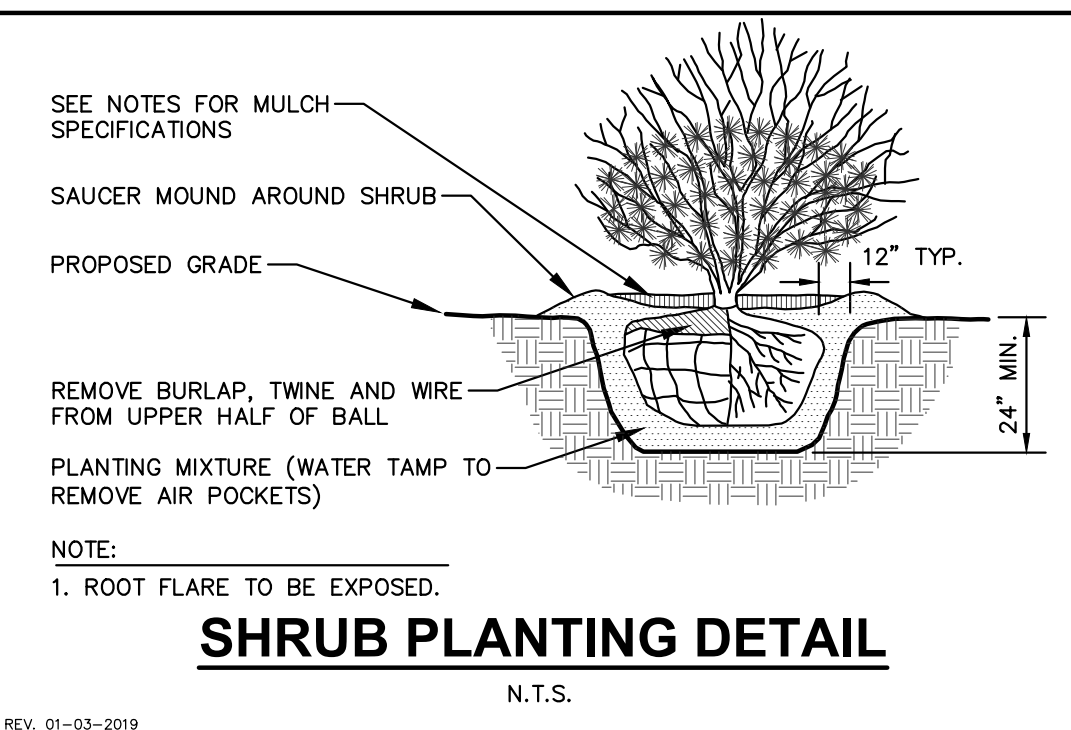
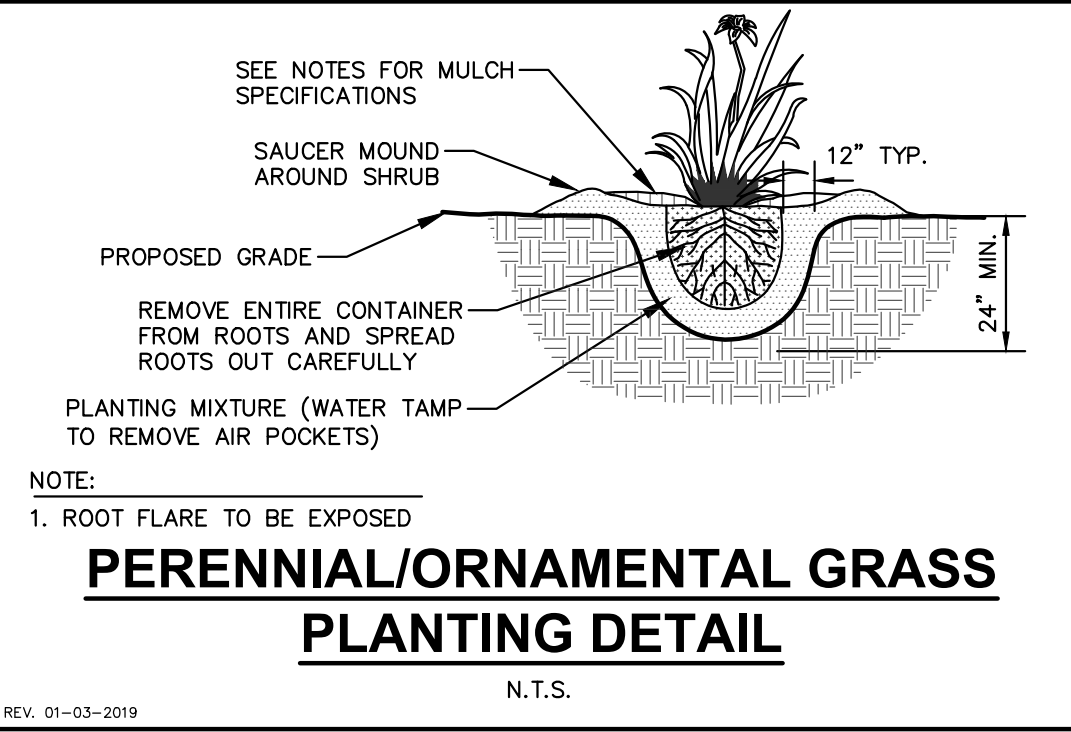
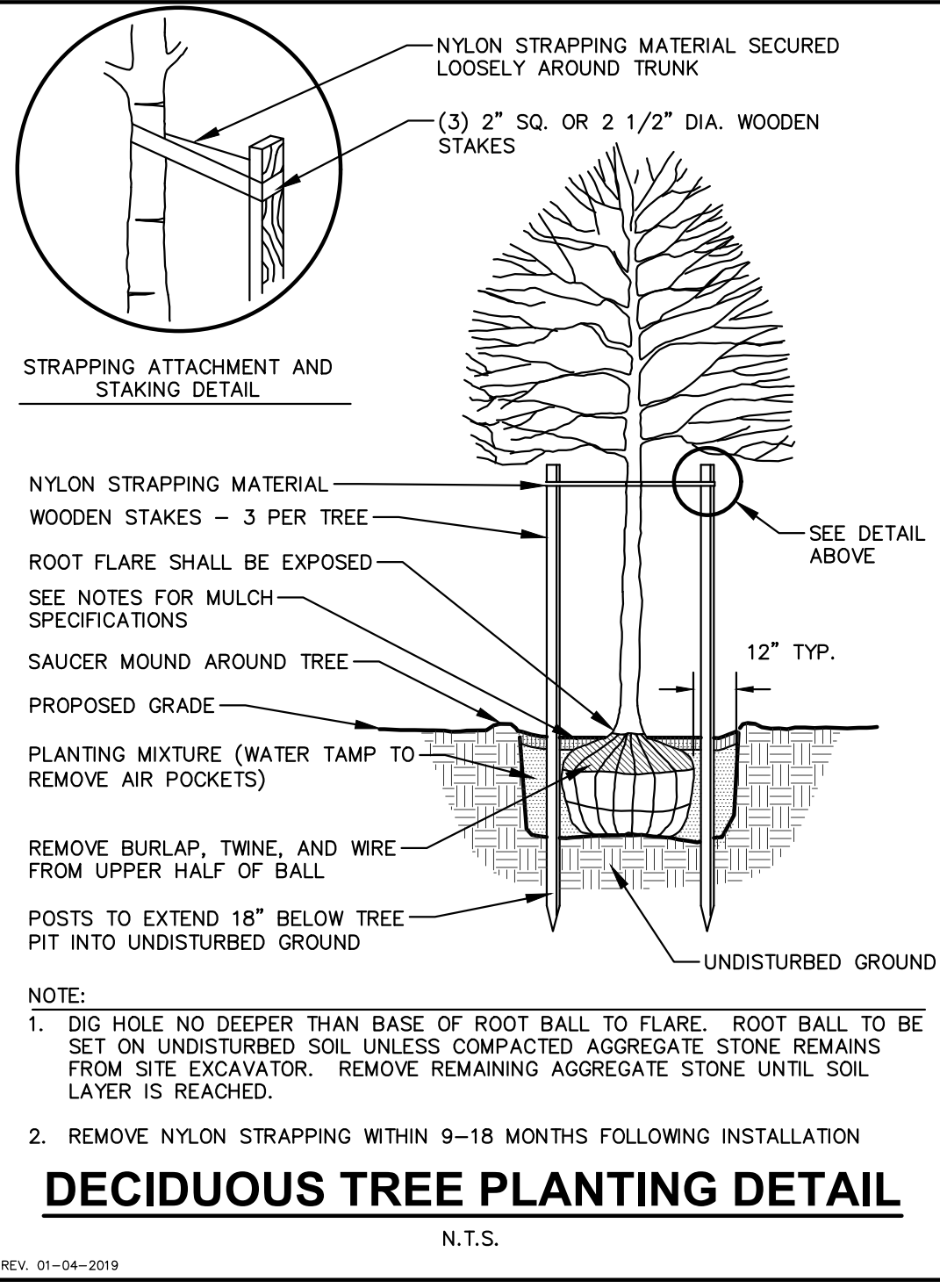


1 LANDSCAPE PLAN
L1.0



File: C:\Users\mjakei-hobart\appdata\local\temp\AcPublish_5968321-10488\sweetgreen_Landscape Plans.dwg Layout: L1.0 User: mjakei-hobart Plotted: Apr 15, 2022 - 4:17pm Xref's:

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CREATE THE VISION TELL THE STORY

jsdinc.com

CHICAGO REGIONAL OFFICE
 1400 EAST TOUHY AVENUE, SUITE 215
 DES PLAINES, IL 60018
 P. 312.644.3379

CLIENT:
Postino & sweetgreen

CLIENT ADDRESS:
3101 EXPOSITION BOULEVARD
LOS ANGELES, CA 90018

PROJECT:
Postino & sweetgreen
5280 BELT LINE ROAD

PROJECT LOCATION:
ADDISON, TEXAS
DALLAS COUNTY

PLAN MODIFICATIONS:

#	Date:	Description:
1	10/28/2021	Presubmittal Meeting
2	03/24/2022	SUP Submittal
3		
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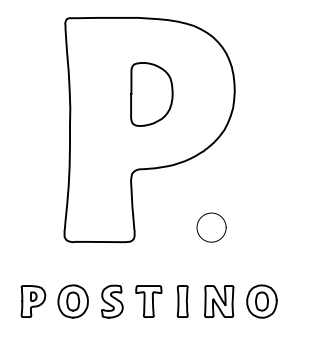
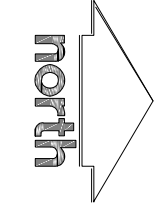
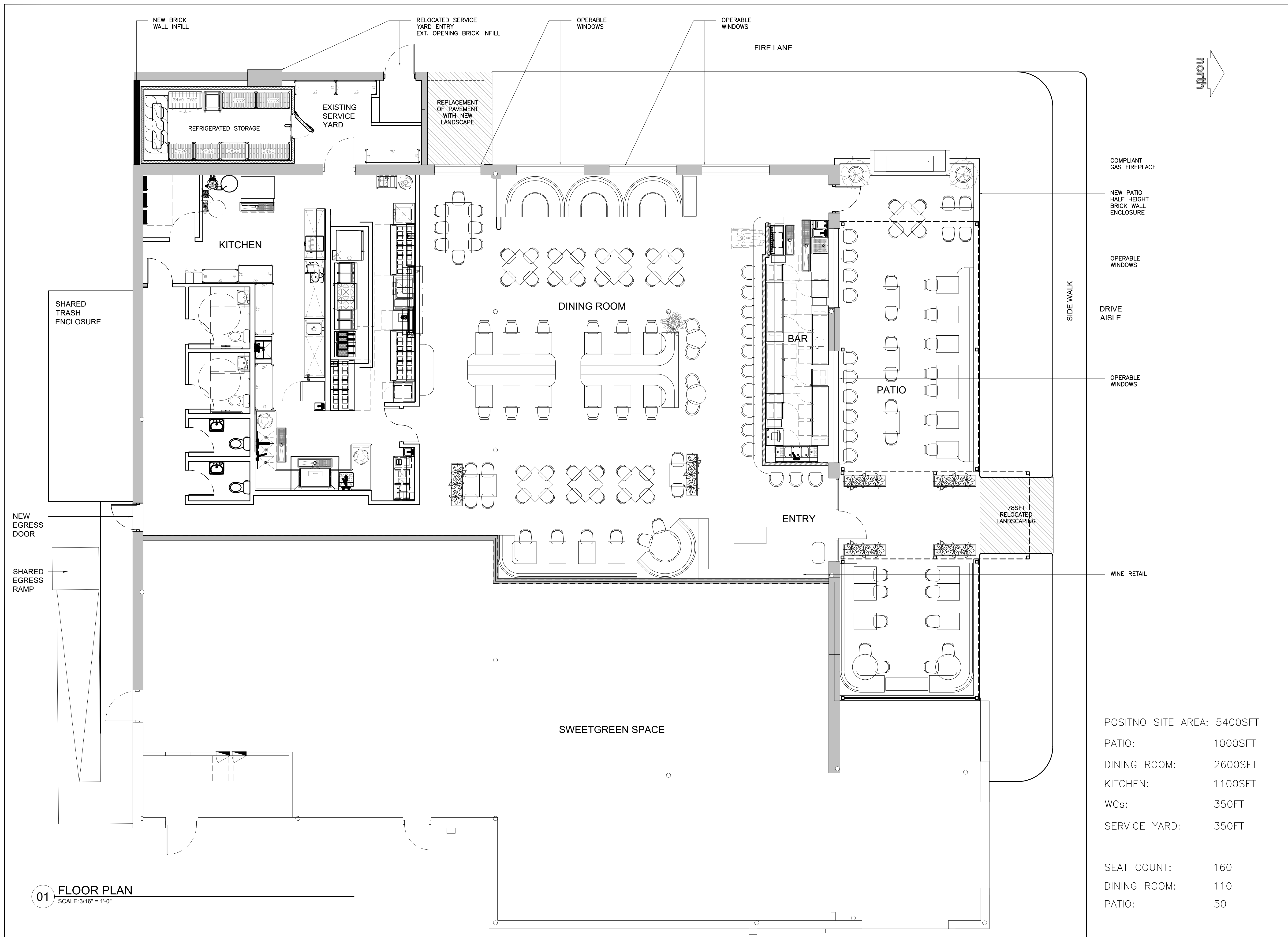
Designed By: LV / MJH
 Reviewed By: LV
 Approved By: LV

LANDSCAPE DETAILS

SHEET NUMBER:
L2.0

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CLIENT:
Postino Addison

CASE NUMBER:
1848-SUP

PROJECT:
**Postino Addison
5280 BELT LINE ROAD**

PROJECT LOCATION:
**ADDISON, TEXAS
DALLAS COUNTY**

PLAN MODIFICATIONS:

#	Date:	Description:
1	10/28/2021	Presubmittal Meeting
2	03/24/2022	SUP Submittal
3		
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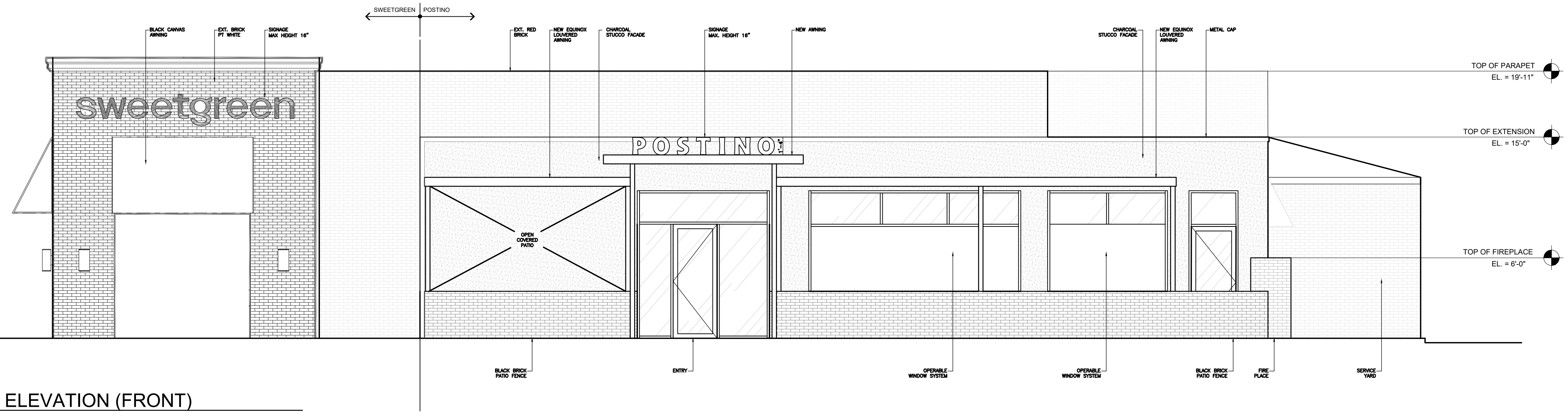
Designed By:
Reviewed By:
Approved By:
SHEET TITLE:

FLOOR PLAN

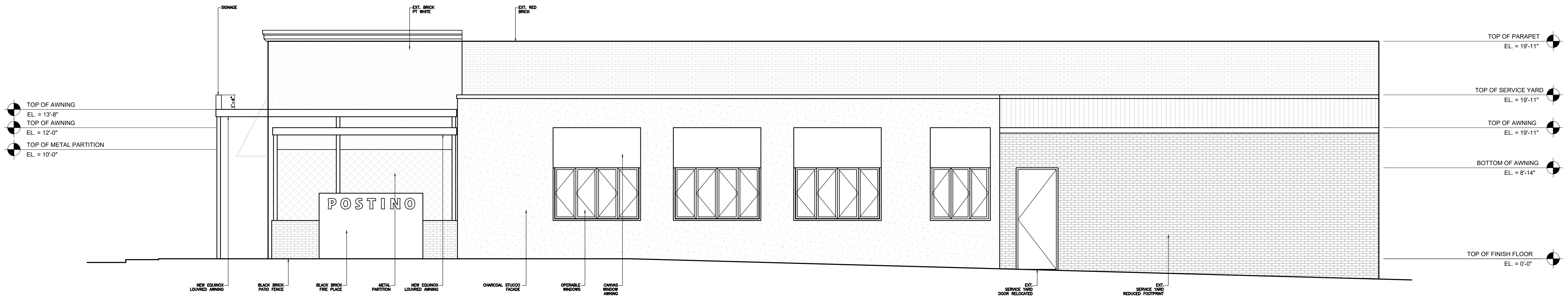
SHEET NUMBER:
ID01.00

POSITNO SITE AREA:	5400SFT
PATIO:	1000SFT
DINING ROOM:	2600SFT
KITCHEN:	1100SFT
WCs:	350FT
SERVICE YARD:	350FT
SEAT COUNT:	160
DINING ROOM:	110
PATIO:	50

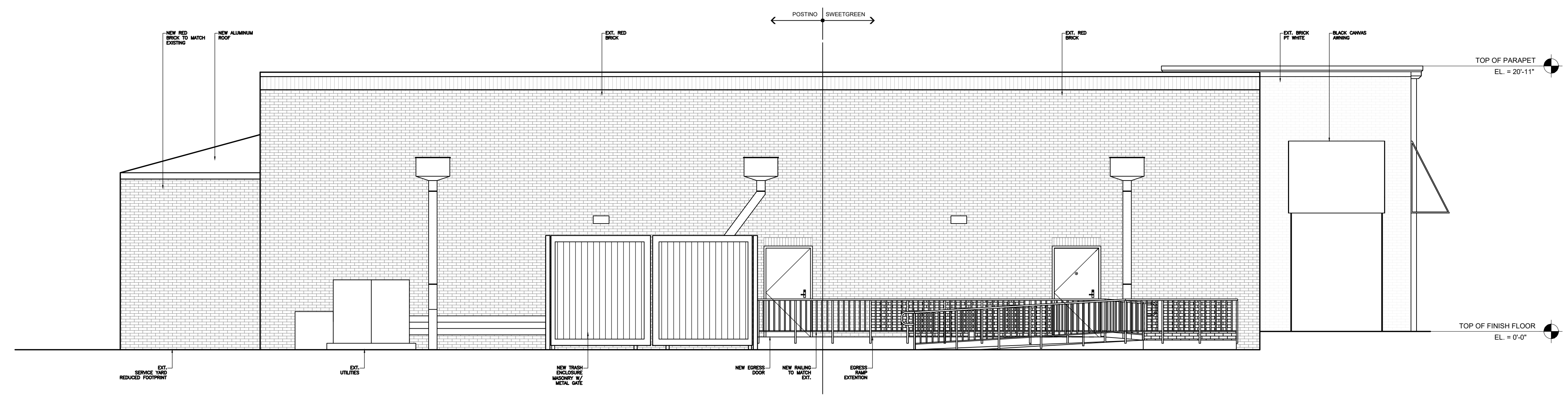
01 FLOOR PLAN
SCALE: 3/16" = 1'-0"



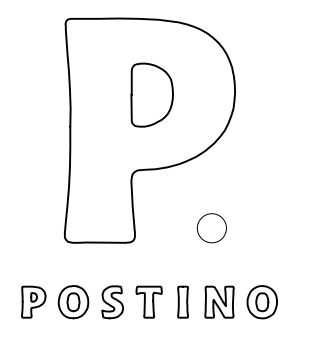
01 NORTH EXTERIOR ELEVATION (FRONT)
SCALE: 3/16" = 1'-0"



02 WEST EXTERIOR ELEVATION (SIDE)
SCALE: 3/16" = 1'-0"



03 SOUTH EXTERIOR ELEVATION (REAR)
SCALE: 3/16" = 1'-0"



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CLIENT:
Postino Addison

KEY MATERIAL LEGEND

	EXISTING BRICK FACADE	- 40%
	NEW BRICK PATIO FENCE	- 10%
	NEW STUCCO FACADE	- 30%
	GLAZING	- 20%

CASE NUMBER:
1848-SUP

PROJECT:
**Postino Addison
5280 BELT LINE ROAD**

PROJECT LOCATION:
**ADDISON, TEXAS
DALLAS COUNTY**

PLAN MODIFICATIONS:

#	Date:	Description:
1	10/28/2021	Presubmittal Meeting
2	03/24/2022	SUP Submittal
3		
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Designed By:
Reviewed By:
Approved By:

EXTERIOR ELEVATIONS

SHEET NUMBER:

Council Meeting

11.

Meeting Date: 05/16/2022

Department: Development Services

AGENDA CAPTION:

Present, Discuss, and Consider Action on an **Ordinance Granting a Meritorious Exception to Chapter 62 of the Code of Ordinances for Jakes Burgers, a Restaurant Located at 14920 Midway Road, to Exceed the Permitted Maximum Letter Height for an Attached Commercial Tenant Identification Sign.** Case MR2022-06/Jakes Burgers.

BACKGROUND:

Jakes Burgers is a restaurant chain currently renovating a restaurant space located at 14920 Midway Road, formerly known as Blue Goose Cantina, and is projected to be completed during the summer 2022. As the project nears completion, the owner has begun the permitting process for signage for the site, which includes an identification sign located above the entry of the building. During the permit review process, staff determined that the proposed attached wall sign did not comply with the Town’s sign code.

The proposed sign has a maximum letter height of 30 inches tall and its location on the building faces diagonally towards the corner of Midway Road and Beltway Road with setbacks of 112 feet from Midway, 84 feet from Beltway, and 122 feet from the corner of the intersection. Due to the setback from Beltway, the proposed letter height for the sign is greater than Town code allows.

Sign Code, Chapter 62 of the Code of Ordinance, regulates attached signage as follows:

(5) Maximum letter/logo height of attached signs shall not exceed twice the allowable effective area as specified in subsections (1) and (2) of this section. The street curb referenced in Schedule B shall be the street curb closes and/or adjacent to the property where the sign is to be installed. Maximum letter/logo height of attached signs shall be determined by Schedule A or Schedule B as follows:

Schedule A:

Sign Height Above Grade (feet)	Maximum Letter/Logo Height (inches)
0-36	16

Schedule B:

Horizonatal Distance of Sign from Street Curb	Maximum Letter/Logo Height (inches)
100-149	24

b. Not more than 50 percent of the letters in each individual sign height category in Schedules A and B may be 25 percent taller than the specified maximum letter/logo height.

Due to the sign's proximity to Beltway and its height from grade being 14 feet, Schedule A of the Sign Code would need to be used. Per Section 62-163 (5) b, utilizing the allowance providing an additional 25% in height for 50% of the sign, the letter/logo is allowed to be a maximum of 20 inches tall if being measured from Beltway.

The applicant is seeking a meritorious exception to allow for the signage setback to be based off the setback from Midway Road. If measured this way, the setback would be 112 feet and allow for the letter/logo height to be 24 inches with 50% of the letters allowed to be an additional 25% in height, making the maximum allowable letter height of 30 inches, which is depicted on the plan.

The area of Midway Road between Beltway Road and Spring Valley has a daily traffic count of 42,216 cars, whereas the daily traffic count for Beltway Road is 3,798. This indicates that the majority of the traffic entering the restaurant will be from Midway Road.

The applicant is pursuing a Meritorious Exception to the sign code in accordance with the code provisions stated below:

Town of Addison Code of Ordinances, Chapter 62 (Signs)

Section 62-33. – Meritorious exceptions.

(d)(3) The council may consider appeals on the basis that such regulations and/or standards will, by reason of exceptional circumstances or surroundings, constitute a practical difficulty or unnecessary hardship or on the basis that the proposed improvement although falling under the definition of a "sign," constitutes art that makes a positive contribution to the visual environment.

Staff believes that the exceptional circumstances or surroundings criteria is met for the proposed sign. Due to most of the restaurant's customers entering and exiting from Midway Road staff believes that it is appropriate to allow for the signage to be based off of Schedule B of the Sign Code, allowing for 50% of the

letters to be 30 inches in height to increase visibility from Midway.

RECOMMENDATION:

Administration recommends approval.

Attachments

Presentation - Meritorious Exception for Jakes Burgers

Ordinance - Meritorious Exception for Jakes Burgers

Plans - Meritorious Exception for Jakes Burgers

**Jakes Burgers
Meritorious Exception
(MR2022-06)**

The logo for Addison, featuring the word "ADDISON" in a bold, blue, sans-serif font centered within a white circle. This circle is set against a blue background that is part of a larger graphic design on the right side of the slide, which includes diagonal white lines and a grey triangle in the top right corner.

ADDISON

Case MR2022-06 Jakes Burgers

ADDISON

LOCATION:

14920 Midway Rd

REQUEST:

Approval of a Meritorious Exception for attached entry sign for Jakes Burgers.

ACTION REQUIRED:

Discuss and consider action on the appropriateness of the proposed sign code meritorious exception request.



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

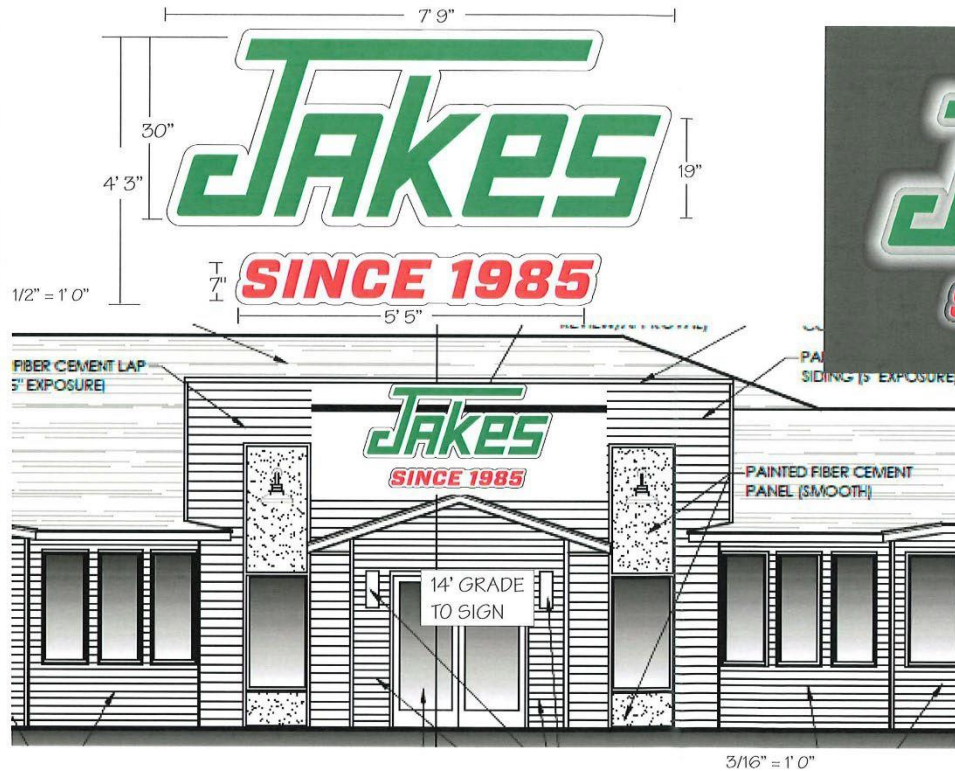
Case MR2022-06 Jakes Burgers

ADDISON

DETAIL: PROPOSED ILLUMINATED CHANNEL LETTER WALL SIGN

- DESIGN/LIGHTING: OVERALL SIGN DIMENSIONS, DETAILS & LIGHTING

JAKES BURGERS
 14920 MIDWAY RD
 ADDISON, TX 75001



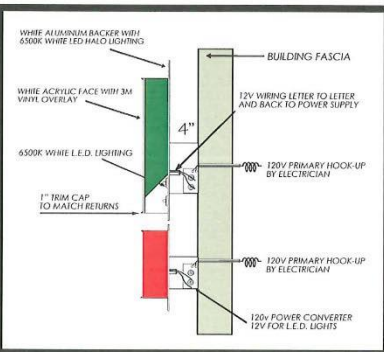
Proposed
Attached Sign

UNLESS STATED OTHERWISE
 THE COLORS DEPICTED IN THIS RENDERING MAY
 NOT MATCH THE ACTUAL FINISHED PRODUCT, EXACT
 COLORS WILL BE APPROVED PRIOR TO PRODUCTION.

SIGN TO BE UL LISTED AND WILL BEAR UL LABEL.
 CITY SIGN SERVICES LISTING #E-71482

APPROVED:
 AS SUBMITTED
 AS NOTED
 NOT APPROVED RESUBMIT
 DATE:

01 EXTERIOR ELEVATION: WEST ELEVATION
 SCALE: 3/16" = 1'0"



CITY SIGN SERVICES, INC.
 3914 ELM ST. - DALLAS, TX 75226
 214-826-4475 citysignservices.com
 CONTACT: CODY WAITS
 EMAIL: CODY.CITYSIGNS@AOL.COM

Case MR2022-06 Jakes Burgers

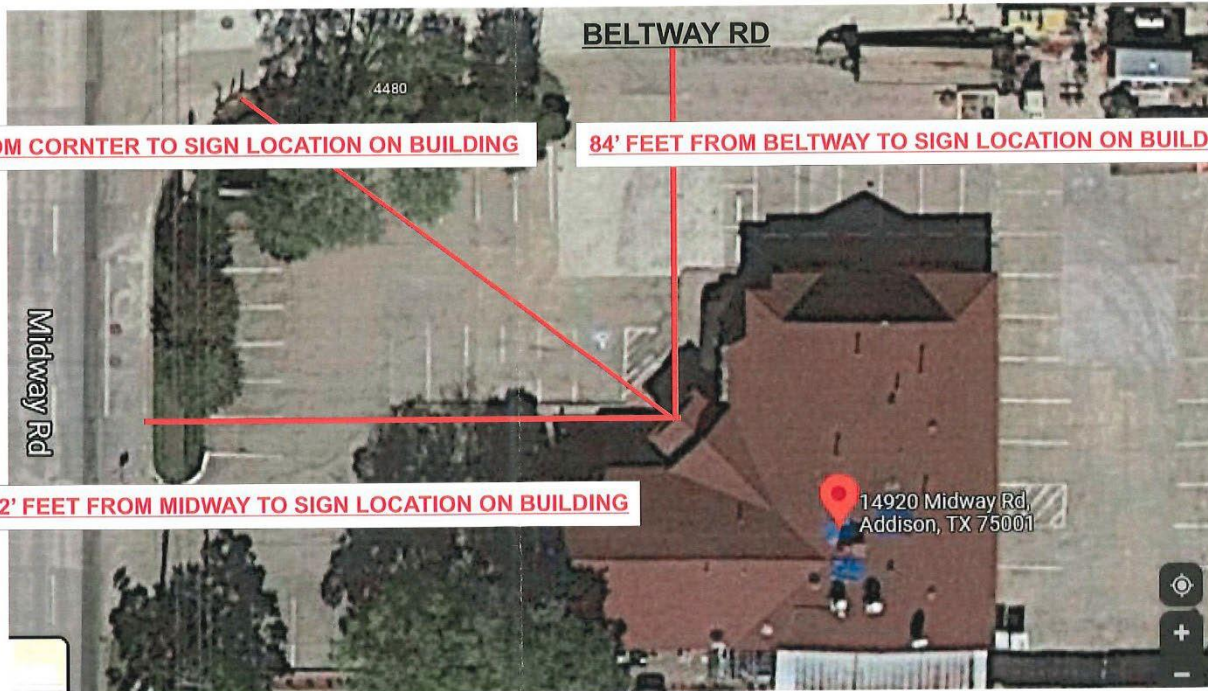
ADDISON

SITE PLAN: PROPOSED MONUMENT SIGN

PAGE - 1

JAKES
14920 MIDWAY RD.
ADDISON, TX 75001

MONUMENT SIGN AREA & PLACEMENT: ARIEL VIEW SITE PLAN/SIGN PLACEMENT



Sign Location

01 EXTERIOR ELEVATION: SITE PLAN
SCALE: ARIEL VIEW

CITY SIGN SERVICES, INC.
3914 ELM ST. - DALLAS, TX 75226
214-826-4475 citysignservices.com
CONTACT: KENNETH WAITS
EMAIL: CSS1956@AOL.COM

SIGN CODE COMPLIANCE ISSUE:

- **Maximum Letter and Logo Height**
 - With a setback under 100 feet from Beltway Road the maximum allowed letter height is 20 inches
 - Proposed sign with Jakes logo has a maximum letter height of 30 inches



Meritorious Exception Request

- The applicant requested the setback be measured from Midway Road (112 feet) rather than Beltway Road (84 feet), allowing the maximum letter/logo height of the sign to be determined by Schedule B of the Sign Code.
- This would allow the sign a maximum letter/logo height of 24 inches with 50% of the letters to exceed the maximum height by 25% (30 inches), per Section 62-133 (5) b of the Code of Ordinances.

Schedule A

Sign Height Above Grade (feet)	Maximum Letter/Logo Height (inches)
0—36	16

Schedule B

Horizontal Distance of Sign From Street Curb (feet)	Maximum Letter/Logo Height (inches)
100—149	24

Section 62-133 (5) b:

Not more than 50 percent of the letters in each individual sign height category in Schedules A and B may be 25 percent taller than the specified maximum letter/logo height.

Case MR2022-06 Jakes Burgers

MERITORIOUS EXCEPTION CRITERIA:

- The council may consider appeals on the basis that such regulations and/or standards will, by reason of exceptional circumstances or surroundings, constitute a practical difficulty or unnecessary hardship or on the basis that the proposed improvement although falling under the definition of a "sign," constitutes art that makes a positive contribution to the visual environment.

Proposal meets hardship criteria

- Application of the code would result in low visibility from Midway Road
- With 42,216 daily drivers on Midway, as compared to 3,798 on Beltway Road, the overwhelming majority of customers would be entering from Midway Road.



RECOMMENDATION:

Staff recommends **approval of the request.**

Questions?

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, GRANTING A MERITORIOUS EXCEPTION TO CHAPTER 62 OF THE CODE OF ORDINANCES FOR JAKES BURGERS, A RESTAURANT LOCATED AT 14920 MIDWAY RD, TO EXCEED THE PERMITTED MAXIMUM LETTER HEIGHT FOR AN ATTACHED COMMERCIAL TENANT IDENTIFICATION SIGN; PROVIDING A PENALTY NOT TO EXCEED FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) FOR EACH OFFENSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 62 of the Code of Ordinances regulates signage in the Town of Addison; and

WHEREAS, Section 62-33 permits the City Council to approve exceptions to provisions of Chapter 62 in cases that have obvious merit in not only being appropriate to the particular site or location, but also in making a positive contribution to the visual environment; and

WHEREAS, the City Council has determined that the grant of the meritorious exception contained herein is in the best interest of the public and promotes the visual environment of the Town.

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

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

SECTION 2. A meritorious exception to Chapter 62 of the Code of Ordinances is hereby granted for Jakes Burgers, a restaurant located at 14920 Midway Road, to allow the following condition, as depicted in **Exhibit A**:

- A. Allowance for one attached commercial tenant identification sign to exceed the maximum logo height by 10 inches.

Except as permitted herein, all other signage on the Property shall comply with Chapter 62 of the Code of Ordinances.

SECTION 3. Any person, firm, corporation, or other business entity violating any of the provisions or terms of this Ordinance shall, in accordance with Section 62-35 of the Town of Addison Code of Ordinance, be fined, upon conviction, in an amount of not more than Five Hundred and No/100 Dollars (\$500.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

SECTION 4. 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 16TH day of MAY 2022.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

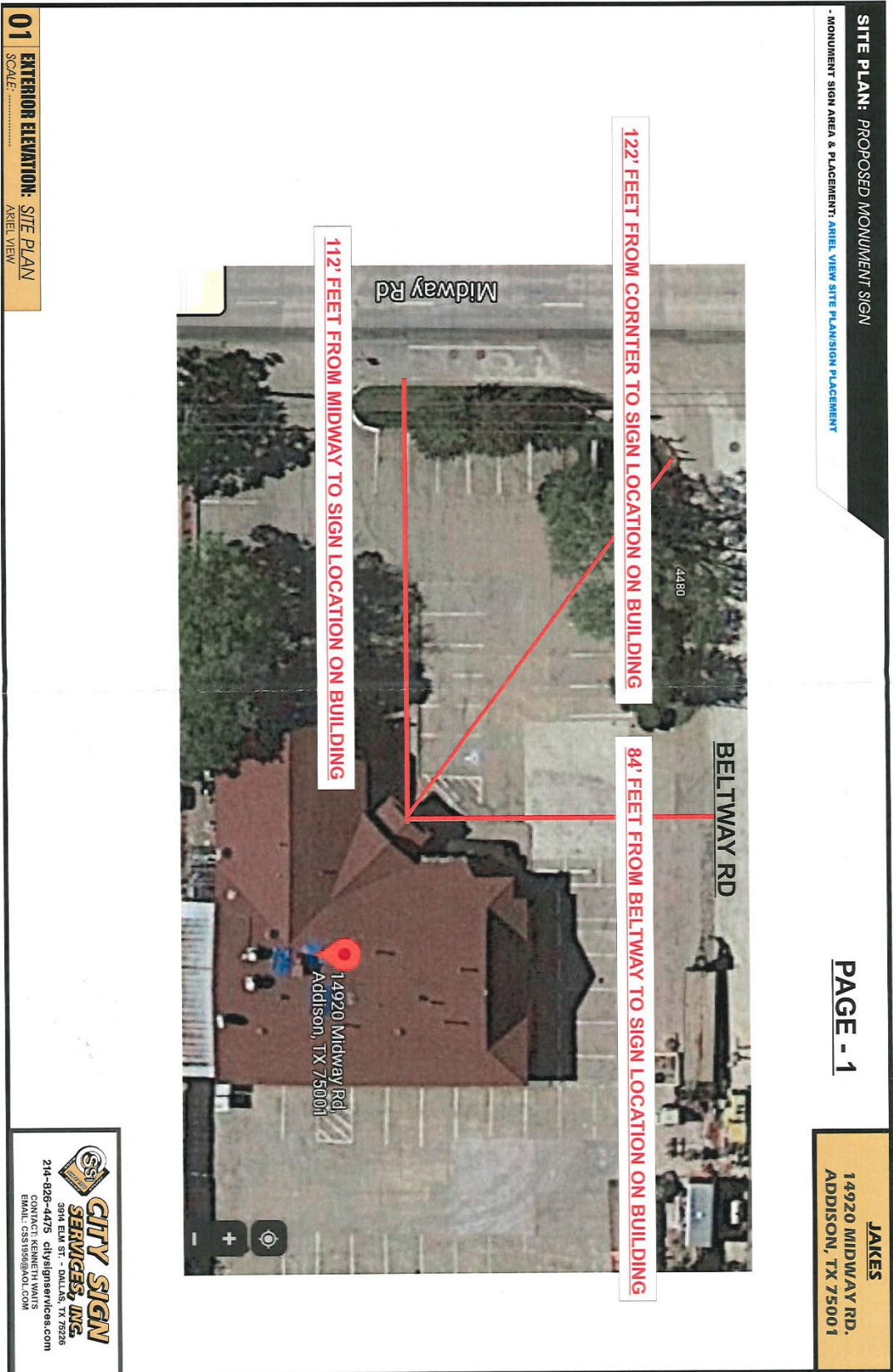
ATTEST:

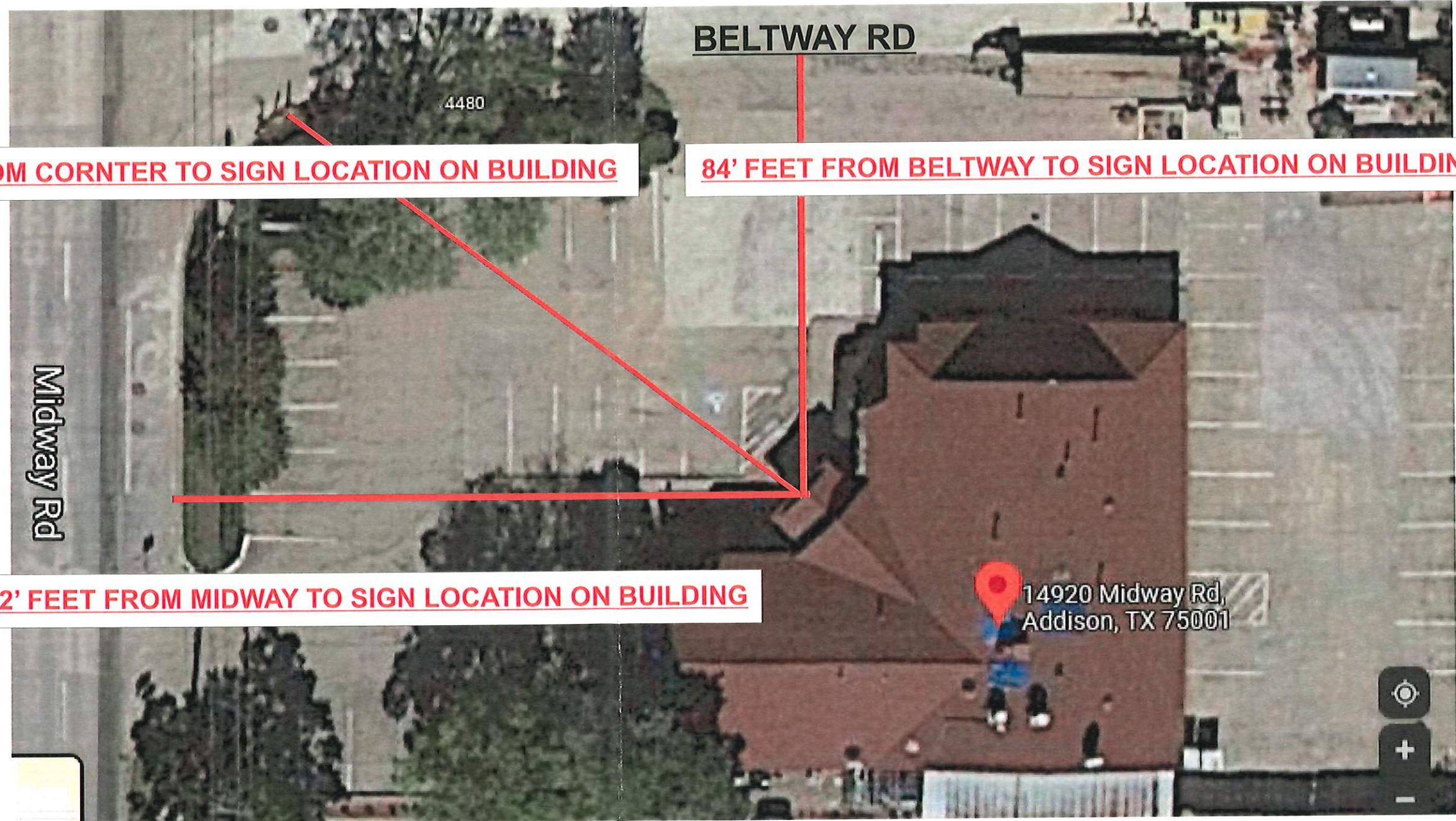
APPROVED AS TO FORM:

Irma Parker, City Secretary

City Attorney

EXHIBIT A

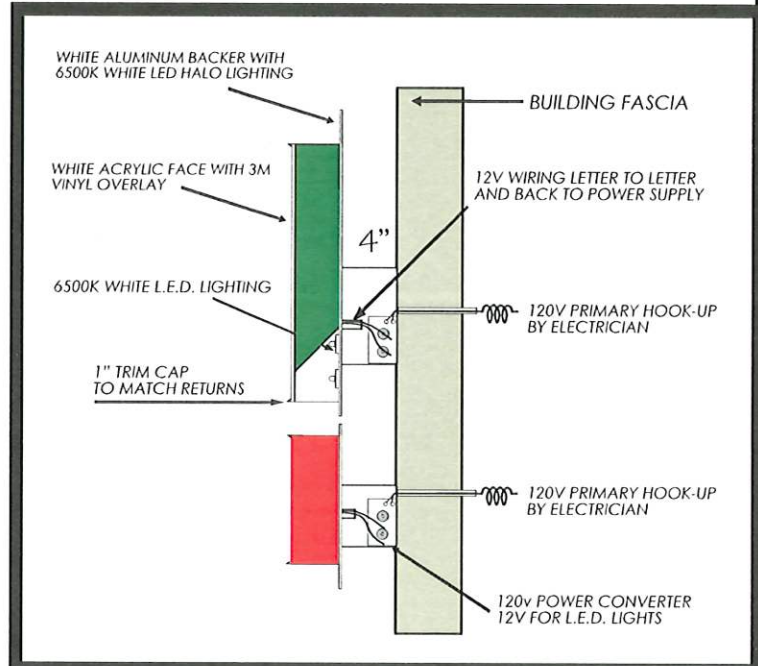
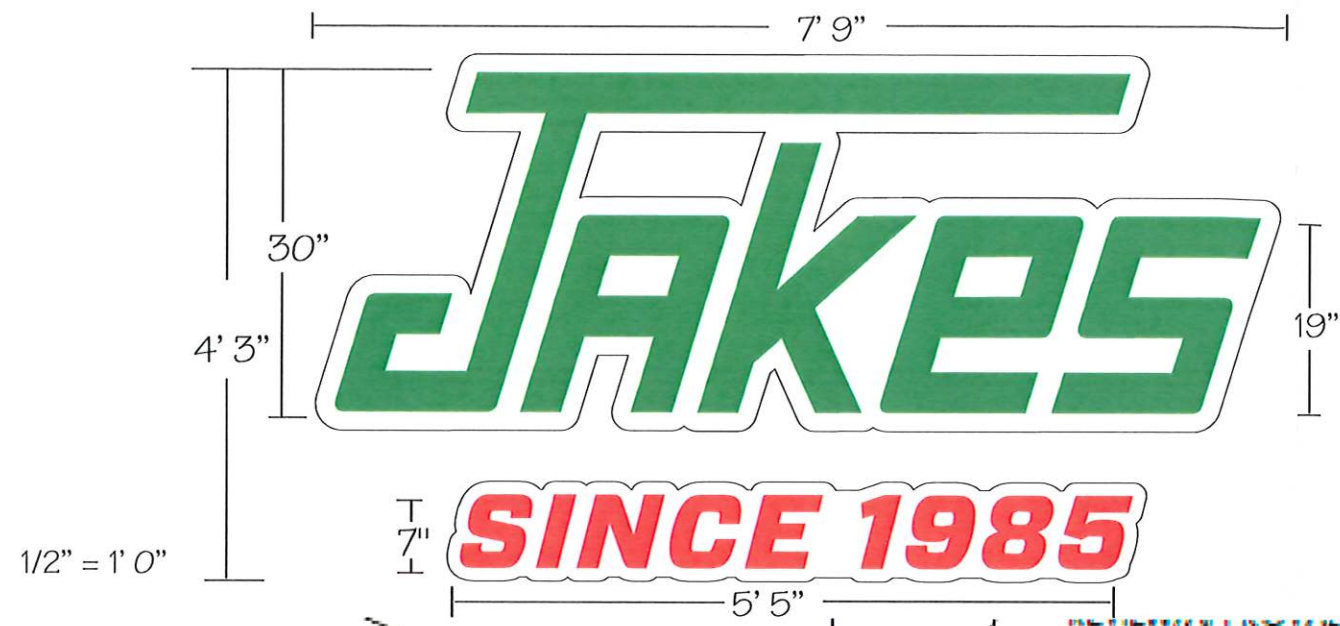




DETAIL: PROPOSED ILLUMINATED CHANNEL LETTER WALL SIGN

JAKES BURGERS
14920 MIDWAY RD
ADDISON, TX 75001

- DESIGN/LIGHTING: OVERALL SIGN DIMENSIONS, DETAILS & LIGHTING



UNLESS STATED OTHERWISE THE COLORS DEPICTED IN THIS RENDERING MAY NOT MATCH THE ACTUAL FINISHED PRODUCT, EXACT COLORS WILL BE APPROVED PRIOR TO PRODUCTION.

SIGN TO BE UL LISTED AND WILL BEAR UL LABEL CITY SIGN SERVICES LISTING #E-71482

APPROVED: _____

AS SUBMITTED

AS NOTED

NOT APPROVED RESUBMIT

DATE: _____

01 EXTERIOR ELEVATION: WEST ELEVATION
 SCALE: 3/16" = 1' 0"

CITY SIGN SERVICES, INC.
 3914 ELM ST. - DALLAS, TX 75226
 214-826-4475 citysignservices.com
 CONTACT: CODY WAITS
 EMAIL: CODY.CITYSIGNS@AOL.COM

Council Meeting

12.

Meeting Date: 05/16/2022

Department: Finance

Pillars: Gold Standard in Financial Health

Milestones: Continue development and implementation of Long Term Financial Plan

AGENDA CAPTION:

Present and Discuss the **Proposed 2022 General Obligation Bonds and 2022 Certificates of Obligation.**

BACKGROUND:

The Town's proposed 2022 bond issuance program includes a total issuance in the amount of \$23,518,000 consisting of \$10,518,000 in General Obligation Bonds and \$13,000,000 in Certificates of Obligation. Details of the proposed issuance are as follows:

Since 2012, Addison voters have approved several bond programs to fund various projects throughout Town. Once voter approval is secured, the City Council is authorized to issue general obligation bonds to pay for projects.

The proposed 2022 General Obligation Bond issuance totals \$10,518,000 and consists of the following:

- The final \$5,000,000, from the authorized \$16,000,000 (\$11,000,000 issued to date), from Proposition 1 of the 2012 Bond Election for reconstruction of Midway Road. Council awarded a construction contract to Tiseo Construction on December 8th, 2020. The project is currently under construction with an anticipated completion date in Fiscal Year 2024.
- \$3,213,000, from the authorized \$6,723,000 (\$3,510,000 issued to date), from Proposition C of the 2019 Bond Election for parks and recreation improvements and facilities. The funds would be used for improvements to Les Lacs Pond. A design contract for this project is anticipated to be brought before Council in late spring or early summer of 2022.
- \$2,305,000, from the authorized \$7,395,000 (\$5,090,000 issued to date), from Proposition D of the 2019 Bond Election for improvements to existing municipal buildings. The funds would be used for phase two of facilities improvements projects which includes roof, HVAC, and ADA improvements, with design anticipated to begin during the summer of 2022. It is anticipated that all phase one projects will be completed by the end of Fiscal Year 2022.

The proposed 2022 Certificates of Obligation issuance totals \$13,000,000 and consists of the following:

- \$10,000,000 for the reconstruction of Midway Road. On November 13, 2018 Council directed the City Manager to proceed with the issuance of Certificates of Obligation for this project. Council awarded a construction contract to Tiseo Construction on December 8th, 2020. The project is currently under construction with an anticipated completion date in Fiscal Year 2024.
- \$3,000,000 for Utility Fund capital improvement projects supported and serviced by Utility Fund revenue.

With the proposed issuance, and accounting for anticipated growth in taxable property values, the Interest and Sinking (I&S) tax rate is estimated to increase from approximately \$0.1735/\$100 in Fiscal Year 2022 to \$0.1957/\$100 in Fiscal Year 2023. The 2019 Bond Committee estimated that for Fiscal Year 2023 the I&S tax rate would be approximately \$0.2311/\$100, which is over 18% higher than the current estimate for Fiscal Year 2023.

RECOMMENDATION:

Information only, no action required.

Attachments

Presentation - 2022 General Obligation Bonds and Certificates of Obligation

Capital Improvement Funding Plan and 2022 Bond Issuance

May 16th, 2022

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

Proposed 2022 Bond Issuance

- Total issuance in the amount of \$23,518,000
 - General Obligation (GO) Bonds in the amount of \$10,518,000
 - Certificates of Obligation (CO) in the amount of \$13,00,000
 - \$10,000,000 supported by property tax
 - \$3,000,000 supported by Utility Fund Revenue

Proposed 2022 General Obligation Bonds

- Total GO issuance in the amount of \$10,518,000
- Proposition 1 (Approved By Voters in 2012) - \$5,000,000 for the reconstruction of Midway Road
 - Council approved a contract for construction on December 8th, 2020 and construction is currently in process.

Proposed 2022 General Obligation Bonds

- Proposition C (Approved By Voters in 2019) - \$3,213,000
 - Les Lacs Pond Improvements
- Proposition D (Approved By Voters in 2019) - \$2,305,000
 - Issuance includes:
 - \$800,000 for roof replacements
 - \$255,000 for HVAC replacements
 - \$1,250,000 for ADA improvements

2022 GO Bonds Tax Rate Impact

Tax Rate Impact	Total	2022 GO's Per Bond Election	2022 GO's Projected	Savings (Deficit)
Proposition A	\$ 0.0353	\$ -	\$ -	\$ -
Proposition B	\$ 0.0450	\$ -	\$ -	\$ -
Proposition C	\$ 0.0100	\$ 0.0048	\$ 0.0045	\$ 0.0003
Proposition D	\$ 0.0113	\$ 0.0035	\$ 0.0033	\$ 0.0002
Proposition E	\$ 0.0015	\$ -	\$ -	\$ -
Totals	\$ 0.1031	\$ 0.0083	\$ 0.0078	\$ 0.0005
	Savings compared to 2019 bond election projections =			6.04%

2022 Proposed Certificates of Obligation

- Total CO issuance in the amount of \$13,000,000
- \$10,000,000 for the reconstruction of Midway Road supported by property tax revenue
 - On November 13, 2018 Council directed the City Manager to proceed with the issuance of Certificates of Obligation for this project.
- \$3,000,000 for Utility Fund Capital Improvement Projects supported by Utility Rate revenue

Tax Rate Impact from Bond Committee in 2019

Estimated I&S Tax Rate Impact⁽¹⁾⁽²⁾⁽³⁾

FYE	Existing		2019 Bond Propositions					Total All Props	Total Projected
	Existing	"Committed"	Prop A	Prop B	Prop C	Prop D	Prop E		
2019	\$ 0.1428	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.1428
2020	0.1240	0.0258	-	-	-	-	-	-	0.1497
2021	0.1200	0.0435	0.0026	-	0.0007	0.0028	0.0016	0.0077	0.1712
2022	0.1146	0.0602	0.0212	-	0.0055	0.0093	0.0015	0.0375	0.2122
2023	0.1108	0.0628	0.0351	0.0042	0.0053	0.0114	0.0015	0.0574	0.2311

Assumptions:

(1) Future Taxable Assessed Values assume 3.5% growth through 2038 as supplied by Town officials.

(2) Tax Collection Percentage: 96.5%

(3) Interest Rate Assumptions:

2019 Sales assume 3.00% (current rates plus 0.25%)

2020 Sales assume current rates plus 1.00% = 4.75%

2021 Sales and beyond assume current rates plus 1.25% = 5.00%

Tax Rate Impact Current Estimate

Estimated I&S Tax Rate Impact⁽¹⁾⁽²⁾⁽³⁾

FYE	Existing	"Committed"	Remaining 2019 Bond Propositions					Total All Props	Total Projected
			Prop A	Prop B	Prop C	Prop D			
2022	\$ 0.1735	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.1735	
2023	0.1663	0.0215	-	-	0.0046	0.0033	0.0078	0.1957	

Assumptions:

(1) FYE 2022 is the Town's final Taxable Assessed Value as provided by Dallas Central Appraisal District. Future values assume 3.5% growth from FY's 2023 through 2038 as supplied by Town officials.

(2) Tax Collection Percentage: 96.5% Tax Rate for FYE 2022 is actual. All other years are projections.

(3) Interest Rate Assumptions:

2022 Sales assume 3.95%. Based on AAA Tax-Exempt Rates as of 05/09/2022 plus 25 bps.

2023 Sales assume 4.50%

2024 Sales and beyond assume 5.00%

Timeline

- May 16th - Present plan to the Council
- June 14th - City Council considers Ordinance authorizing Notice of Intent Publication for Certificates of Obligation
- June 20th - First Publication of Notice of Intent to Issue Certificates of Obligation
- June 27th - Second Publication of Notice of Intent to Issue Certificates of Obligation
- Week of July 11th– Ratings calls
- July 27th - Receive ratings
- August 9th - Hold competitive sale for the bonds (both GO and CO)
- August 9th - Present ordinance authorizing the sale to Council
- September 7th – Receive proceeds from bond sale



Council Meeting

13.

Meeting Date: 05/16/2022

Department: Finance

Pillars: Gold Standard in Financial Health

Milestones: Continue development and implementation of Long Term Financial Plan

AGENDA CAPTION:

Present and Discuss the **Finance Department Quarterly Financial Report of the Town of Addison for the Fiscal Year 2022 Second Quarter Ended March 31, 2022.**

BACKGROUND:

The Town of Addison's financial policies require the publication of a financial report 60 days subsequent to the end of each fiscal quarter. This report covers the financial performance through the second quarter for Fiscal Year 2022 (January 1, 2022 - March 31, 2022). Enclosed in the report is an executive dashboard that provides a high-level look at some of the key financial indicators along with more detailed exhibits that demonstrate the current financial positions for the various funds. The report includes information for the following funds: General, Hotel, Economic Development, Airport, Utility, and Stormwater funds.

Key highlights for the second quarter include:

- General Fund revenue totaled \$32.5 million, which is 79.7 percent of the fiscal year budget.
- General Fund expenditures totaled \$18.7 million, which is 45.9 percent of the fiscal year budget.
- Sales tax collections totaled \$8.3 million, which is 60.6 percent of the fiscal year budget.
- The Hotel Fund had revenue of \$2.0 million, an increase of \$1.2 million from this time a year ago, and expenditures of \$1.6 million.
- Performing Arts expenditures are at 99.6% percent due to the full payment of the WaterTower Theatre grant.
- Special Events revenues totaled 23.1 percent, and expenses totaled 5.7 percent of the fiscal year budget due to timing of events.
- Airport Fund operating revenue totaled \$3.3 million or 46.1 percent, and operating expenditures totaled \$2.5 million, or 48.3%.
- Utility Fund operating revenue totaled \$6.9 million or 47.6 percent, and operating expenditures totaled \$7.5 million, or 51.1%.
- Stormwater Fund revenue and expenditures are in line with historical averages.

The Quarterly Investment Report for Quarter 2 of Fiscal Year 2022 is also being provided for informational purposes. This report has been prepared in accordance with state law and the Town's Financial Policies.

RECOMMENDATION:

Information only, no action required.

Attachments

Presentation - Quarterly Financial Report Fiscal Year 2022 Second Quarter

Quarterly Financial Report - Fiscal Year 2022 Second Quarter

Quarterly Investment Report - Fiscal Year 2022 Second Quarter

Quarterly Financial Report Fiscal Year 2022 Second Quarter

May 16, 2022

The logo for ADDISON, featuring the word "ADDISON" in a bold, blue, sans-serif font centered within a white circle. The circle is set against a blue background that is part of a larger graphic design on the right side of the slide, which includes a white diagonal line and a grey triangular shape in the top right corner.

Executive Dashboard – Key Revenue Sources

Executive Dashboard - 2nd Quarter, 2022 Fiscal Year

Financial Indicators

Positive variance compared to historical trends

Positive

Negative variance of 3%-5% and more than \$50,000 compared to historical trends

Warning

Negative variance of >5% and more than \$50,000 compared to historical trends

Negative

Key Revenue Sources	FY2022 Budget	Actual through 3/31/22	% Annual Budget
Ad Valorem Taxes - General Fund	\$ 20,037,826	\$ 20,501,158	102.31%
Non-Property Taxes - General Fund	14,900,000	8,942,232	60.01%
Hotel Tax	4,155,000	1,743,337	41.96%
Franchise Fees - General Fund	2,105,000	1,196,554	56.84%
Service/Permitting/License Fees - General Fund	3,108,670	1,424,170	45.81%
Fines and Penalties - All Funds	320,000	176,905	55.28%
Special Event Revenue - Hotel Fund	1,155,500	266,736	23.08%
Fuel Flowage Fees - Airport Fund	1,026,272	727,124	70.85%
Water and Sewer Charges - Utility Fund	14,239,755	6,788,099	47.67%

⁽¹⁾ Hotel tax revenue has not been collected from all hoteliers

⁽²⁾ Special Events are low due to the timing of events

Executive Dashboard – Key Expenditures



Executive Dashboard - 2nd Quarter, 2022 Fiscal Year Financial Indicators

Positive variance compared to historical trends	Positive
Negative variance of 3%-5% and more than \$50,000 compared to historical trends	Warning
Negative variance of >5% and more than \$50,000 compared to historical trends	Negative

Key Expenditures	FY2022 Budget	Actual through 3/31/22	% Annual Budget
General Fund	\$ 40,731,996	\$ 18,677,008	45.85%
Hotel Fund	5,957,833	1,576,469	26.46%
Economic Development	2,010,012	614,979	30.60%
Airport Operations	5,199,386	2,512,047	48.31%
Utility Operations	14,676,255	7,493,122	51.06%

Personnel Information

Executive Dashboard - 2nd Quarter, 2022 Fiscal Year

Staffing Indicators

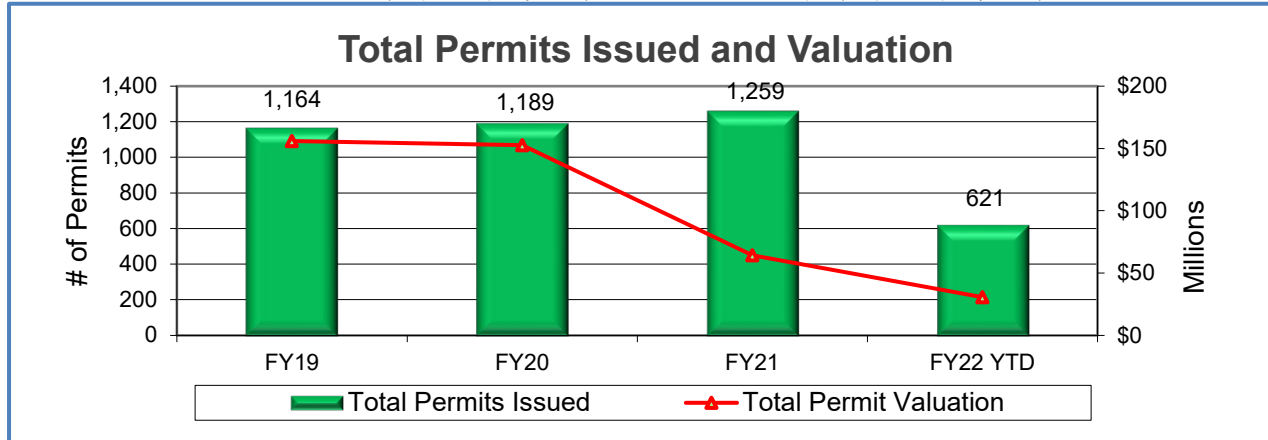
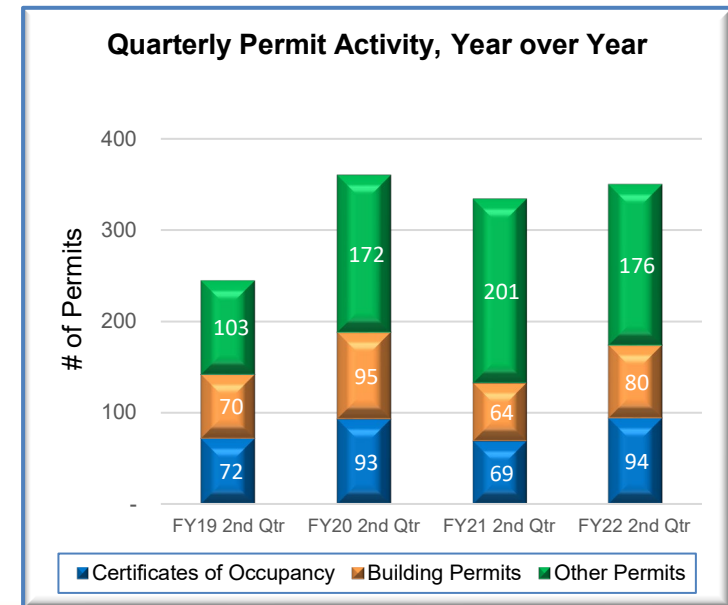
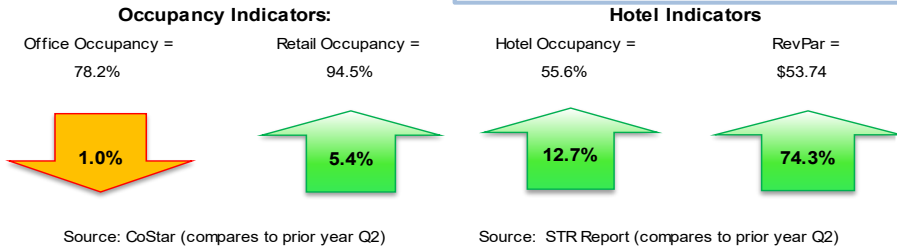
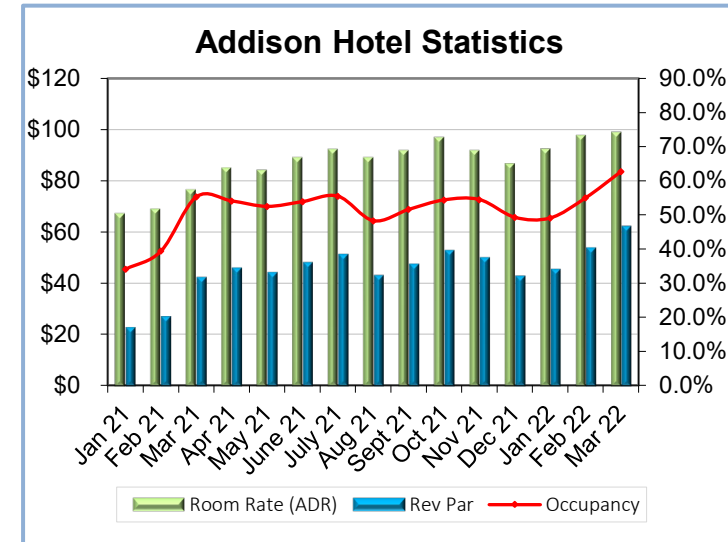
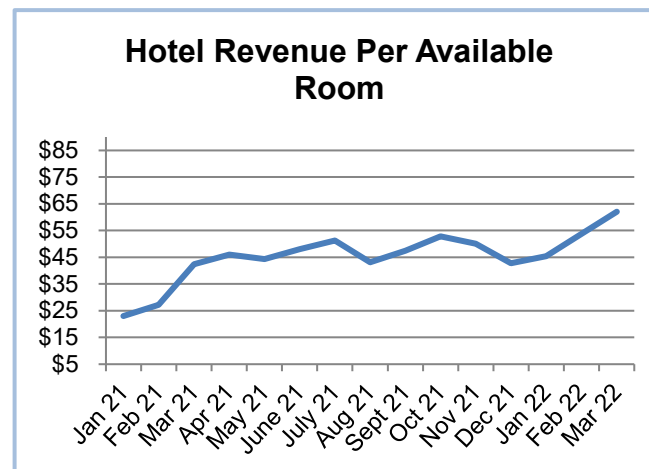
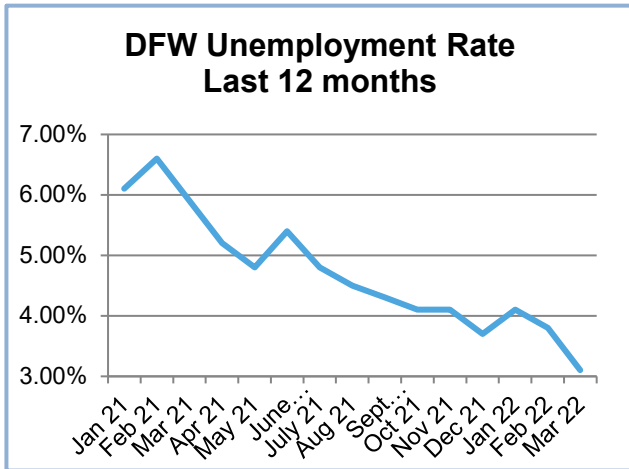
Personnel Information:

Separations - Benefitted Positions					New Hires - Benefitted Positions				
	01/2022-03/2022			FY2022		01/2022-03/2022			FY2022
Department	Part-Time Positions	Full-time positions	Total 2nd Qtr	YTD	Department	Part-Time Positions	Full-time positions	Total 2nd Qtr	YTD
Airport	0	0	0	0	Airport	0	0	0	0
City Manager	0	1	1	1	City Manager	0	0	0	0
Conference Centre	0	0	0	0	Conference Centre	0	0	0	0
Development Services	0	1	1	1	Development Services	0	0	0	1
Finance	0	1	1	2	Finance	0	1	1	1
Fire	0	1	1	1	Fire	0	0	0	0
General Services	0	0	0	0	General Services	0	0	0	0
Human Resources	0	1	1	2	Human Resources	0	2	2	2
Information Technology	0	0	0	0	Information Technology	0	1	1	1
Public Works	0	3	3	4	Public Works	0	1	1	2
Marketing & Communications	0	0	0	0	Marketing & Communications	0	0	0	0
Municipal Court	0	0	0	0	Municipal Court	0	0	0	0
Parks	0	4	4	5	Parks	0	2	2	5
Police	0	3	3	5	Police	0	0	0	3
Recreation	3	1	4	4	Recreation	1	1	2	3
Special Events	0	1	1	1	Special Events	0	1	1	1
Streets	0	0	0	1	Streets	0	0	0	5
Grand Total	3	17	20	27	Grand Total	1	9	10	24

Public Safety Sworn Positions	Budgeted FY 2022	Filled Positions	Percent Filled
Police	66	66	100%
Fire ⁽¹⁾	56	56	100%

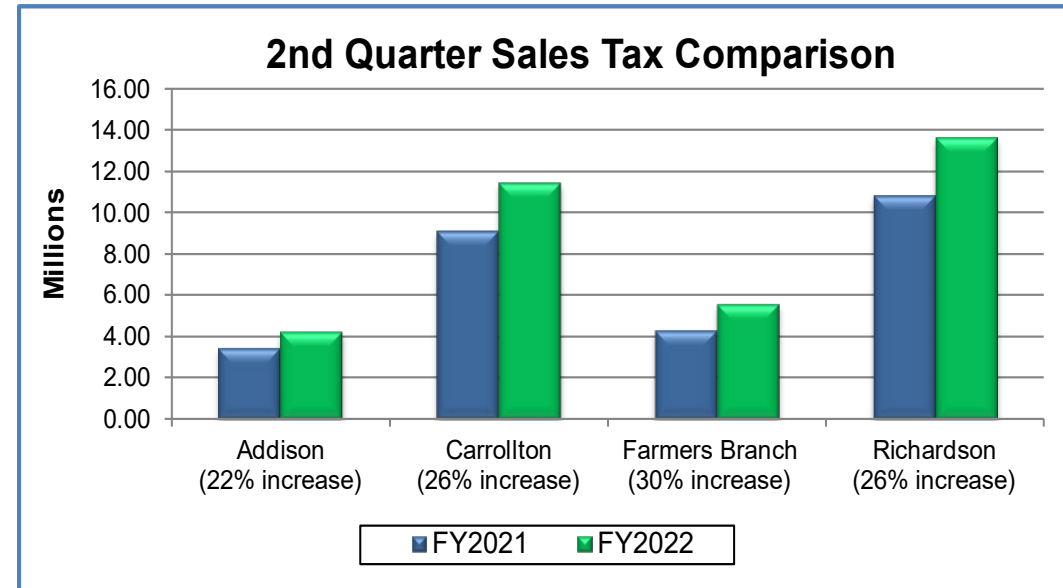
⁽¹⁾ FY2022 budget includes 56 budgeted sworn positions plus overfill of 1 Firefighter (F3) position

Economic Indicators

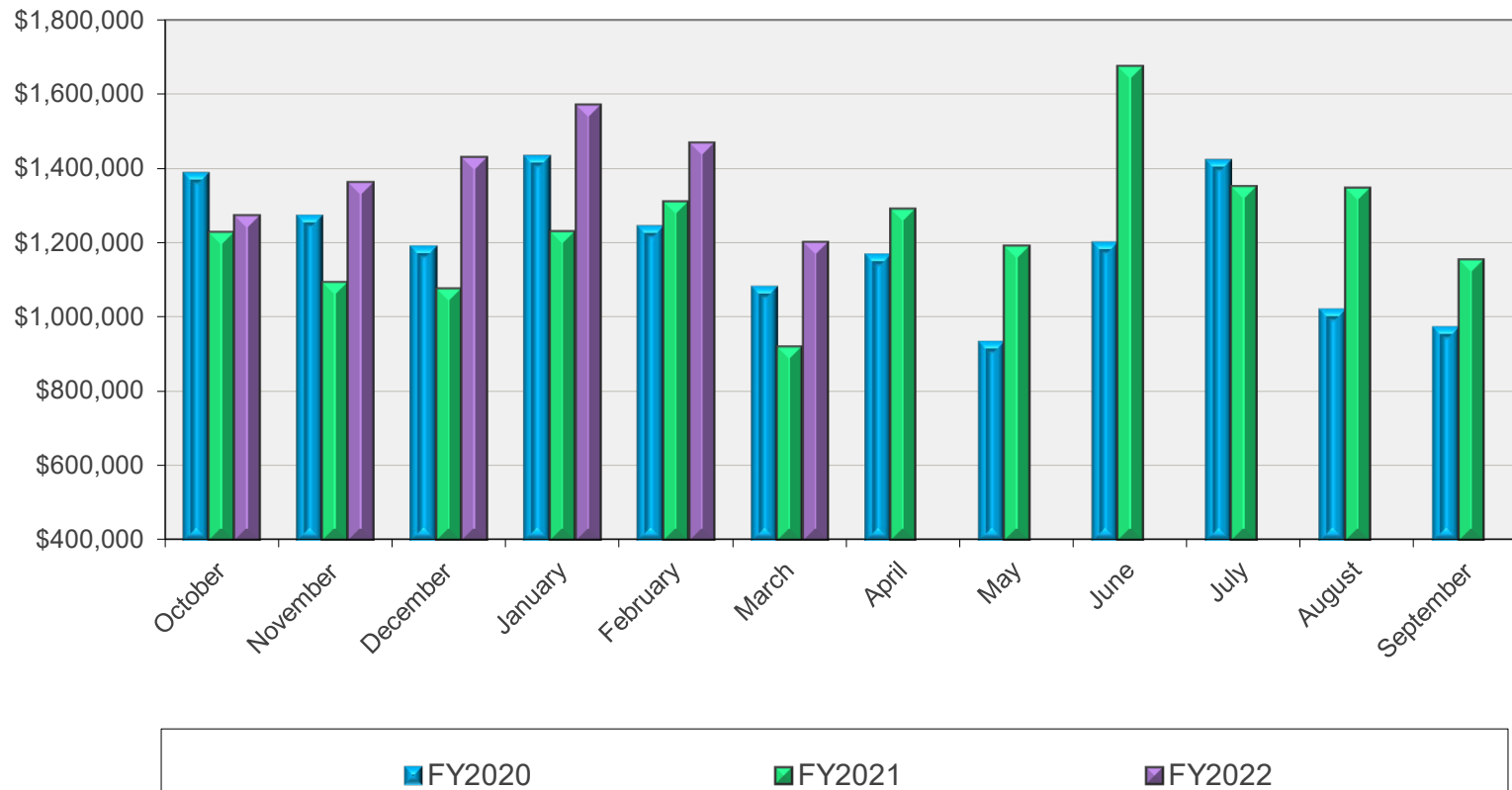


Economic Development Incentives:

Executed Agreements	Amount Paid FY22	Total Incentives Committed
7	\$0	\$747,030



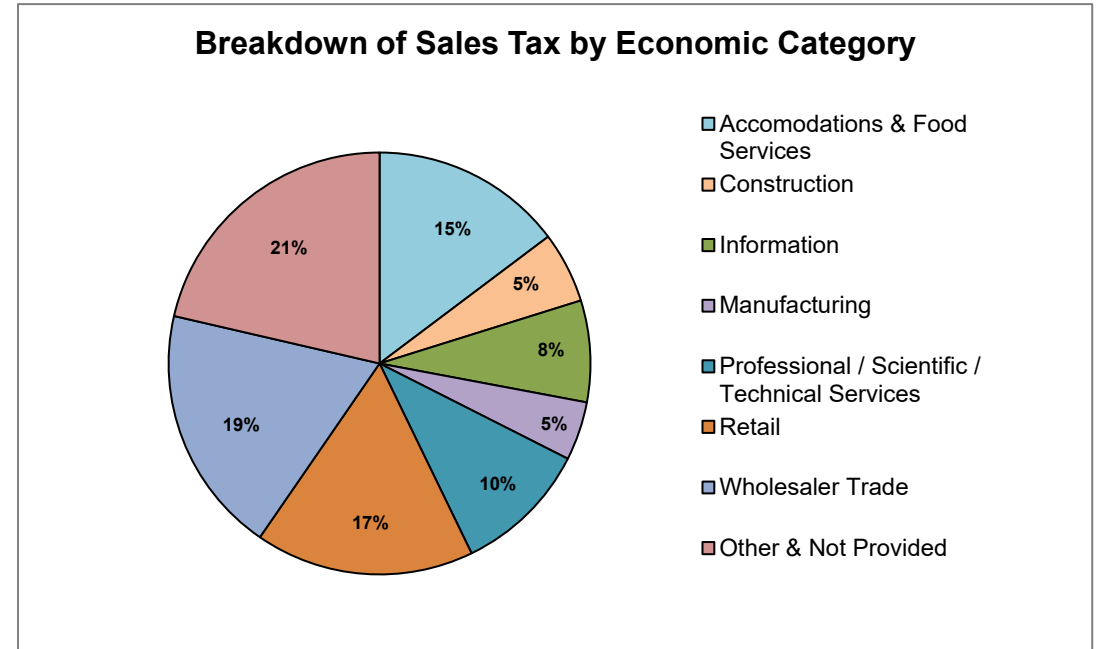
Monthly Sales Tax Collections



Sales Tax Collections

TOWN OF ADDISON
Schedule of Sales Tax Collections
For the quarter ending March 31, 2022

	FY2022 Monthly Collections	% Change from Prior Year	FY2021 Monthly Collections
October	\$ 1,273,977	3.6%	\$ 1,229,815
November	1,362,516	24.4%	1,095,667
December	1,430,169	32.8%	1,076,775
January	1,569,646	27.5%	1,231,161
February	1,467,367	11.8%	1,312,153
March	1,202,011	30.5%	921,263
April		-100.0%	1,291,548
May		-100.0%	1,191,232
June		-100.0%	1,674,956
July		-100.0%	1,352,619
August		-100.0%	1,347,683
September		-100.0%	1,156,406
	\$ 8,305,686		\$ 14,881,277
Budget:	13,700,000	60.6%	13,530,766



General Fund Revenue

CATEGORY	FY 2020-21 ACTUAL PRIOR YEAR	FY 2021-22 REVISED BUDGET	FY 2021-22 ACTUAL 2ND QTR	FY 2021-22 ACTUAL YTD	ACTUAL YTD as % of Budget
Revenues:					
Ad Valorem taxes:					
Current taxes	\$ 20,276,338	\$ 20,139,186	\$ 14,951,456	\$ 20,506,785	101.8%
Delinquent taxes	(159,726)	(151,360)	25,998	(41,949)	27.7% ⁽¹⁾
Penalty & interest	55,882	50,000	30,576	36,322	72.6%
Non-property taxes:					
Sales tax	14,881,277	13,700,000	4,239,023	8,305,686	60.6%
Alcoholic beverage tax	1,084,108	1,200,000	315,365	636,546	53.0%
Franchise / right-of-way use fees:					
Electric franchise	1,422,617	1,525,000	331,798	768,406	50.4%
Gas franchise	185,638	200,000	268,817	268,817	134.4%
Telecommunication access fees	211,969	250,000	46,463	95,548	38.2%
Cable franchise	126,482	130,000	31,583	63,783	49.1%
Street rental fees	-	-	-	-	0.0%
Licenses and permits:					
Business licenses and permits	175,825	129,700	34,535	61,660	47.5%
Building and construction permits	649,082	960,400	184,281	340,152	35.4%
Intergovernmental	1,000,000	-	3,982	3,982	0.0%
Service fees:					
General government	-	-	-	-	0.0%
Public safety	880,482	1,006,500	277,424	567,300	56.4%
Urban development	39,719	47,200	11,575	23,885	50.6%
Streets and sanitation	465,739	455,700	108,402	195,803	43.0%
Recreation	29,903	70,300	7,683	15,935	22.7%
Interfund	410,431	438,870	109,718	219,435	50.0%
Court fines	163,408	245,000	61,749	113,366	46.3%
Interest earnings	21,569	100,000	38,694	61,925	61.9%
Rental income	7,900	8,000	1,870	3,770	47.1%
Other	282,410	255,500	86,678	218,773	85.6%
Total Revenues	42,211,054	40,759,996	21,167,668	32,465,930	79.7%

⁽¹⁾ Represents prior year tax payment refunds

General Fund Expenditures

CATEGORY	FY 2020-21 ACTUAL PRIOR YEAR	FY 2021-22 REVISED BUDGET	FY 2021-22 ACTUAL 2ND QTR	FY 2021-22 ACTUAL YTD	ACTUAL YTD as % of Budget
Expenditures:					
General Government:					
City Secretary	208,900	221,275	50,563	95,719	43.3%
City Manager	1,233,580	1,204,501	229,741	584,421	48.5%
Finance	1,821,579	1,764,710	387,207	818,186	46.4%
General Services	1,182,474	756,057	174,472	348,861	46.1%
Municipal Court	646,454	712,737	143,454	356,839	50.1%
Human Resources	670,310	740,209	149,471	302,350	40.8%
Information Technology	1,897,336	2,257,050	449,372	917,984	40.7%
Combined Services	1,073,544	1,362,400	168,164	467,291	34.3%
Council Projects	312,168	245,981	20,936	187,868	76.4% ⁽¹⁾
Public Safety:					
Police	10,288,614	10,546,045	2,373,272	4,967,726	47.1%
Emergency Communications	1,392,567	1,594,245	368,644	1,192,246	74.8% ⁽²⁾
Fire	8,705,865	9,086,845	2,077,284	4,404,733	48.5%
Development Services	1,560,348	1,807,604	363,038	781,193	43.2%
Streets	1,951,588	2,136,422	345,433	629,649	29.5%
Parks and Recreation:					
Parks	4,066,372	4,505,219	883,323	2,007,593	44.6%
Recreation	1,629,169	1,790,696	312,553	614,349	34.3%
Other financing uses:					
Transfers to other funds	3,460,950	-	-	-	0.0%
Total Expenditures	42,101,818	40,731,996	8,496,927	18,677,008	45.9%
Net Change in Fund Balance	109,236	28,000	12,670,740	13,788,922	
Fund Balance at Beginning of Year	20,134,439	20,243,675		20,243,675	
Fund Balance at End of Year	\$ 20,243,675	\$ 20,271,675		\$ 34,032,597	

⁽¹⁾ Includes primary NPO grant payment for non-profit grant funding

⁽²⁾ NTECC operations contribution for 3rd quarter posted in period 6

Hotel Fund

CATEGORY	FY 2020-21 ACTUAL PRIOR YEAR	FY 2021-22 REVISED BUDGET	FY 2021-22 ACTUAL 2ND QTR	FY 2021-22 ACTUAL YTD	ACTUAL YTD as % of Budget
Revenues:					
Hotel/Motel occupancy taxes	\$ 2,523,560	\$ 4,155,000	\$ 913,221	\$ 1,743,337	42.0% ⁽¹⁾
Proceeds from special events	897,005	1,155,500	163,707	266,736	23.1% ⁽²⁾
Rental income	86,403	85,000	13,630	30,972	36.4%
Interest and miscellaneous	1,072,594	2,024,836	3,637	6,813	0.3%
Total Revenues	4,579,563	7,420,336	1,094,194	2,047,858	27.6%
Expenditures:					
Addison theatre centre	261,323	275,208	55,824	105,660	38.4%
Conference centre	242,199	212,138	31,014	80,073	37.7%
General hotel operations	23,085	198,129	47,557	80,565	40.7%
Marketing	859,612	1,139,905	132,010	288,341	25.3%
Performing arts	375,989	329,089	100,000	327,839	99.6% ⁽³⁾
Special events	866,347	993,628	163,471	363,056	36.5% ⁽²⁾
Special events operations	2,001,576	2,425,736	103,484	138,935	5.7%
Attractions Capital Projects	4,090	-	-	-	0.0%
Other financing uses:					
Transfer to Economic Development Fund	384,000	384,000	96,000	192,000	50.0%
Total Expenditures	5,018,221	5,957,833	729,359	1,576,469	26.5%
Net Change in Fund Balance	(438,658)	1,462,503	364,835	471,389	
Fund Balance at Beginning of Year	3,149,259	2,710,601		2,710,601	
Fund Balance at End of Year	\$ 2,710,601	\$ 4,173,104		\$ 3,181,990	

⁽¹⁾ Hotel tax collections have not been received by all hoteliers

⁽²⁾ Special events revenues and expenses are low due to the timing of events

⁽³⁾ Full NPO primary grant payment and matching funds for non-profit grant funding to Water Tower Theatre

Economic Development Fund

CATEGORY	FY 2020-21 ACTUAL PRIOR YEAR	FY 2021-22 REVISED BUDGET	FY 2021-22 ACTUAL 2ND QTR	FY 2021-22 ACTUAL YTD	ACTUAL YTD as % of Budget
Revenues:					
Ad Valorem taxes:	\$ 1,163,539	\$ 1,153,552	\$ 865,606	\$ 1,182,429	102.5%
Business license fee	27,165	50,000	17,100	29,750	59.5%
Interest income and other	2,249	20,000	3,971	6,378	31.9%
Transfers from General/Hotel Fund	384,000	384,000	96,000	192,000	50.0%
Total Revenues	1,576,953	1,607,552	982,678	1,410,557	87.7%
Expenditures:					
Personnel services	496,773	516,217	118,718	251,566	48.7%
Supplies	10,551	20,301	1,609	3,814	18.8%
Maintenance	24,407	29,602	3,127	12,203	41.2%
Contractual services	984,838	1,430,520	182,085	340,709	23.8%
Debt Service	16,997	13,372	3,343	6,686	50.0%
Total Expenditures	1,533,566	2,010,012	308,881	614,979	30.6%
Net Change in Fund Balance	43,387	(402,460)	673,796	795,578	
Fund Balance at Beginning of Year	1,968,832	2,012,219		2,012,219	
Fund Balance at End of Year	\$ 2,012,219	\$ 1,609,759		\$ 2,807,797	

Airport Fund

CATEGORY	FY 2020-21 ACTUAL PRIOR YEAR	FY 2021-22 REVISED BUDGET	FY 2021-22 ACTUAL 2ND QTR	FY 2021-22 ACTUAL YTD	ACTUAL YTD as % of Budget
Operating Revenues:					
Operating grants	\$ 107,000	\$ 50,000	\$ -	\$ -	0.0%
Service fees	108,408	294,000	29,601	56,238	19.1% ⁽¹⁾
Fuel flowage fees	1,064,377	1,026,272	337,280	727,124	70.9%
Rental income	4,415,499	5,635,534	1,302,832	2,410,936	42.8%
Interest income and other	168,982	56,040	34,105	62,250	111.1%
Total Operating Revenues:	5,864,266	7,061,846	1,703,818	3,256,547	46.1%
Operating Expenses:					
Personnel services	1,963,122	2,114,862	510,299	975,924	46.1%
Supplies	41,731	57,200	12,282	24,620	43.0%
Maintenance	368,803	745,119	82,691	167,859	22.5%
Contractual services	1,080,506	1,078,750	314,622	523,463	48.5%
Capital Replacement/Lease	467,258	257,928	64,482	128,964	50.0%
Debt service	749,767	910,527	616,083	683,029	75.0%
Capital Outlay	46,664	35,000	8,189	8,189	23.4%
Total Operating Expenses:	4,717,851	5,199,386	1,608,647	2,512,047	48.3%
Capital Projects (Cash Funded)	14,750	1,583,070	21,193	126,977	8.0%
Total Expenses:	4,732,601	6,782,456	1,629,840	2,639,024	38.9%
Net Change in Working Capital	1,131,665	279,390	73,978	617,523	
Working Capital at Beginning of Year	5,711,003	6,842,668		6,842,668	
Working Capital at End of Year	\$ 6,842,668	\$ 7,122,058		\$ 7,460,191	

⁽¹⁾ Percentage is below the quarterly threshold but actuals are in line with historical trends

Utility Fund

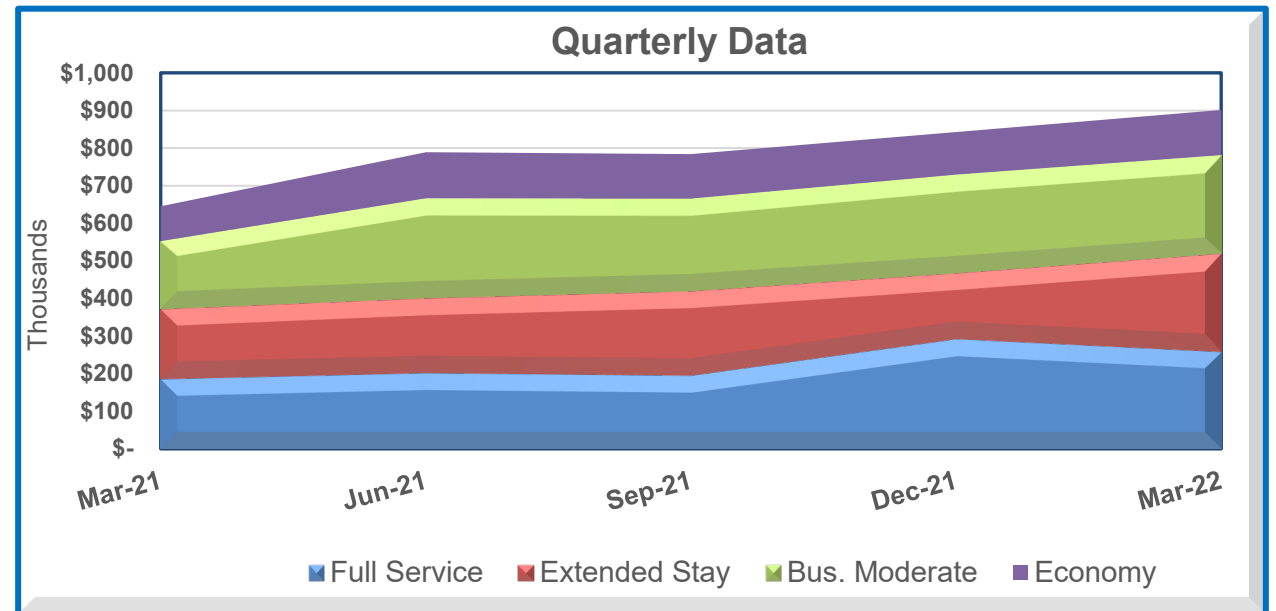
CATEGORY	FY 2020-21 ACTUAL PRIOR YEAR	FY 2021-22 REVISED BUDGET	FY 2021-22 ACTUAL 2ND QTR	FY 2021-22 ACTUAL YTD	ACTUAL YTD as % of Budget
Operating revenues:					
Water sales	\$ 7,518,421	\$ 7,738,852	\$ 1,538,830	\$ 3,700,961	47.8%
Sewer charges	5,808,866	6,500,903	1,471,246	3,087,138	47.5%
Tap fees	10,683	17,500	3,125	7,745	44.3%
Penalties	15,958	75,000	33,987	63,539	84.7%
Interest income and other	51,631	108,500	9,523	18,433	17.0%
Total Operating Revenues:	13,405,558	14,440,755	3,056,711	6,877,816	47.6%
Operating expenses:					
Personnel services	2,169,275	2,549,211	563,552	1,147,182	45.0%
Supplies	300,454	202,232	54,281	106,668	52.7%
Maintenance	527,646	1,107,356	68,368	259,516	23.4%
Contractual services					
Water purchases	3,242,450	4,224,277	1,151,334	2,211,749	52.4%
Wastewater treatment	3,486,904	3,727,622	967,965	1,850,942	49.7%
Other services	1,286,970	1,107,191	264,358	574,521	51.9%
Capital Replacement/Lease	581,857	231,584	57,896	115,792	50.0%
Debt service	1,517,681	1,526,782	1,226,391	1,226,752	80.3%
Capital outlay	142,533	-	-	-	0.0%
Total Operating Expenses:	13,255,770	14,676,255	4,354,145	7,493,122	51.1%
Capital Projects (Cash Funded)	87,037	101,000	-	-	0.0%
Total Expenses:	13,342,807	14,777,255	4,354,145	7,493,122	50.7%
Net Change in Working Capital	62,751	(336,500)	(1,297,434)	(615,306)	
Working Capital at Beginning of Year	6,431,088	6,493,839		6,493,839	
Working Capital at End of Year	\$ 6,493,839	\$ 6,157,339		\$ 5,878,533	

Stormwater Utility Fund

CATEGORY	FY 2020-21 ACTUAL PRIOR YEAR	FY 2021-22 REVISED BUDGET	FY 2021-22 ACTUAL 2ND QTR	FY 2021-22 ACTUAL YTD	ACTUAL YTD as % of Budget
Operating revenues:					
Drainage Fees	\$ 2,457,241	\$ 2,554,023	\$ 642,780	\$ 1,310,616	51.3%
Interest income and other	94,662	20,000	12,707	24,467	122.3%
Total Operating Revenues:	2,551,902	2,574,023	655,486	1,335,084	51.9%
Operating expenses					
Personnel services	324,658	396,777	79,612	168,640	42.5%
Supplies	11,637	31,000	863	2,727	8.8%
Maintenance	59,377	151,240	786	42,219	27.9%
Contractual services	256,804	327,351	79,823	102,595	31.3%
Debt service	591,396	555,266	454,954	457,454	82.4%
Capital outlay	32,720	166,000	29,457	29,457	17.7%
Total Operating Expenses:	1,276,591	1,627,634	645,496	803,091	49.3%
Capital Projects (Cash Funded)	23,256	847,491	6,599	17,099	2.0%
Total Expenses:	1,299,847	2,475,125	652,094	820,189	33.1%
Net Change in Working Capital	1,252,055	98,898	3,392	514,894	
Working Capital at Beginning of Year	7,734,397	8,986,452		8,986,452	
Working Capital at End of Year	\$ 8,986,452	\$ 9,085,350		\$ 9,501,346	

Hotel Occupancy Tax Collections

	Rooms		Jan. - Mar. 2022		22 to 21
	Number	%	Amount	%	% Diff.
Full Service					
Marriott Quorum	547	15%	\$ 161,774	18%	112%
⁽¹⁾ Renaissance	528	14%	96,288	11%	217%
	1,075	29%	258,061	29%	39%
Extended Stay					
Budget Suites	344	9%	10,376	1%	52%
Mainstay Suites	70	2%	10,500	1%	19%
⁽¹⁾ Marriott Residence Inn	150	4%	40,962	5%	23%
⁽¹⁾ Hyatt House	132	4%	29,282	3%	171%
Homewood Suites	120	3%	45,634	5%	26%
Home2Suites	132	4%	73,006	8%	49%
Springhill Suites	159	4%	51,108	6%	31%
	1,107	30%	260,868	29%	40%
Business Moderate					
Marriott Courtyard Quorum	176	5%	67,080	7%	178%
⁽¹⁾ LaQuinta Inn	152	4%	21,569	2%	-42%
Marriott Courtyard Midway	145	4%	42,875	5%	113%
Radisson - Addison	101	3%	27,678	3%	50%
Hilton Garden Inn	96	3%	39,202	4%	39%
Holiday Inn Express	97	3%	36,787	4%	25%
⁽¹⁾ Holiday Inn Beltway	102	3%	-	0%	0%
Best Western Plus	84	2%	27,478	3%	23%
	953	26%	262,670	29%	46%
Economy					
Motel 6	127	3%	34,114	4%	9%
Hampton Inn	158	4%	26,634	3%	34%
Red Roof Inn	105	3%	31,463	3%	42%
Quality Suites North/Galleria	78	2%	19,934	2%	40%
America's Best Value Inn	60	2%	7,915	1%	50%
	528	14%	120,060	13%	29%
TOTAL	3,663	100%	901,659	100%	40%



⁽¹⁾ Not yet received one or more payments for the quarter

TOWN OF ADDISON Investments

For the quarter ending March 31, 2022

	Book Value	Market Value	Interest Revenue	Weighted Average Yield- to-Maturity
3/31/2022	128,974,071	125,467,231	175,283	0.72%
12/31/2021	120,896,570	120,014,074	150,182	0.54%
Change	8,077,500	5,453,157	25,101	0.17%
% Change	6.68%	4.54%	16.71%	32.13%



Department of Finance
Quarterly Review

For the Period Ended March 31, 2022

Town of Addison

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To: Wes Pierson, City Manager
From: Steven Glickman, Chief Financial Officer
Re: Second Quarter Financial Review
Date: 5/16/2022

This is the second quarter report for the 2021-2022 fiscal year. Revenues and expenditures reflect activity from January 1, 2022 through March 31, 2022 or 50 percent of the fiscal year.

GENERAL FUND

- Fiscal year-to-date revenue totals \$32.5 million, which is 79.7 percent of the overall budget amount. Sales tax collections are at 60.6 percent of the fiscal year 2022 budget. Alcoholic beverage tax collections are at 53.0 percent of the fiscal year 2022 budget.
- Fiscal year-to-date expenditures and transfers total approximately \$18.7 million, which is 45.8 percent of budget. All departments are on pace with or below their respective budgets for fiscal year 2022.

HOTEL FUND

- Revenues through the second quarter total approximately \$2.0 million, 27.6 percent of the fiscal year 2022 budget. Hotel occupancy tax collections are 42.0 percent of budget for six months of collections. Collections have not been received by all hoteliers for the quarter. Proceeds from Special Events are below budget due to timing of events; all significant events occur between May and September.
- Hotel Fund expenditures of \$1.6 million are 26.5 percent of budget, and slightly more than this time a year ago. Performing Arts expenditures are at 99.6 percent due to the full payment of the Water Tower Theater primary grant. Special events expenditures are at 5.7 percent due to timing of events.

AIRPORT FUND

- Operating revenue through the second quarter total approximately \$3.3 million or 46.1 percent of the fiscal year 2022 budget.
- Operating expenses total \$2.5 million, or 48.3 percent of fiscal year 2022 budget.
- Total year-to-date operating income for the Airport Fund is \$617 thousand.

UTILITY FUND

- Operating revenue through the second quarter totals \$6.9 million, or 47.6 percent of the fiscal year 2022 budget. Water revenues for six months are at 47.8 percent of the fiscal year 2022 budget. There is heavy seasonality with water revenue. The year-to-date revenue and percent of budget is in line with the prior year.
- Operating expenses through the second quarter total approximately \$7.5 million, or 50.9 percent of the fiscal year 2022 budget. The percentage to budget is driven by our debt service payment, which is made in the second quarter of the fiscal year. Water wholesale purchases and wastewater treatment expenses are more than this time a year ago due to the timing of payment for these services.

STORMWATER FUND

- Operating revenue through the second quarter total \$1.3 million, or 51.9 percent of the fiscal year 2022 budget. Drainage fee revenue is for six months of the fiscal year.
- Operating expenses through the second quarter total approximately \$803 thousand, or 49.3 percent of the fiscal year 2022 budget. The percentage to budget is driven by our debt service payment, which is made in the second quarter of the fiscal year.

Executive Dashboard - 2nd Quarter, 2022 Fiscal Year

Financial Indicators

Positive variance compared to historical trends

Positive

Negative variance of 3%-5% and more than \$50,000 compared to historical trends

Warning

Negative variance of >5% and more than \$50,000 compared to historical trends

Negative

Key Revenue Sources	FY2022 Budget	Actual through 3/31/22	% Annual Budget
Ad Valorem Taxes - General Fund	\$ 20,037,826	\$ 20,501,158	102.31%
Non-Property Taxes - General Fund	14,900,000	8,942,232	60.01%
Hotel Tax	4,155,000	1,743,337	41.96% ⁽¹⁾
Franchise Fees - General Fund	2,105,000	1,196,554	56.84%
Service/Permitting/License Fees - General Fund	3,108,670	1,424,170	45.81%
Fines and Penalties - All Funds	320,000	176,905	55.28%
Special Event Revenue - Hotel Fund	1,155,500	266,736	23.08% ⁽²⁾
Fuel Flowage Fees - Airport Fund	1,026,272	727,124	70.85%
Water and Sewer Charges - Utility Fund	14,239,755	6,788,099	47.67%

Key Expenditures	FY2022 Budget	Actual through 3/31/22	% Annual Budget
General Fund	\$ 40,731,996	\$ 18,677,008	45.85%
Hotel Fund	5,957,833	1,576,469	26.46%
Economic Development	2,010,012	614,979	30.60%
Airport Operations	5,199,386	2,512,047	48.31%
Utility Operations	14,676,255	7,493,122	51.06%

⁽¹⁾ Hotel tax revenue has not been collected from all hoteliers

⁽²⁾ Special Events are low due to the timing of events

Executive Dashboard - 2nd Quarter, 2022 Fiscal Year
Staffing Indicators

Personnel Information:

Separations - Benefitted Positions				
	01/2022-03/2022			FY2022
Department	Part-Time Positions	Full-time positions	Total 2nd Qtr	YTD
Airport	0	0	0	0
City Manager	0	1	1	1
Conference Centre	0	0	0	0
Development Services	0	1	1	1
Finance	0	1	1	2
Fire	0	1	1	1
General Services	0	0	0	0
Human Resources	0	1	1	2
Information Technology	0	0	0	0
Public Works	0	3	3	4
Marketing & Communications	0	0	0	0
Municipal Court	0	0	0	0
Parks	0	4	4	5
Police	0	3	3	5
Recreation	3	1	4	4
Special Events	0	1	1	1
Streets	0	0	0	1
Grand Total	3	17	20	27

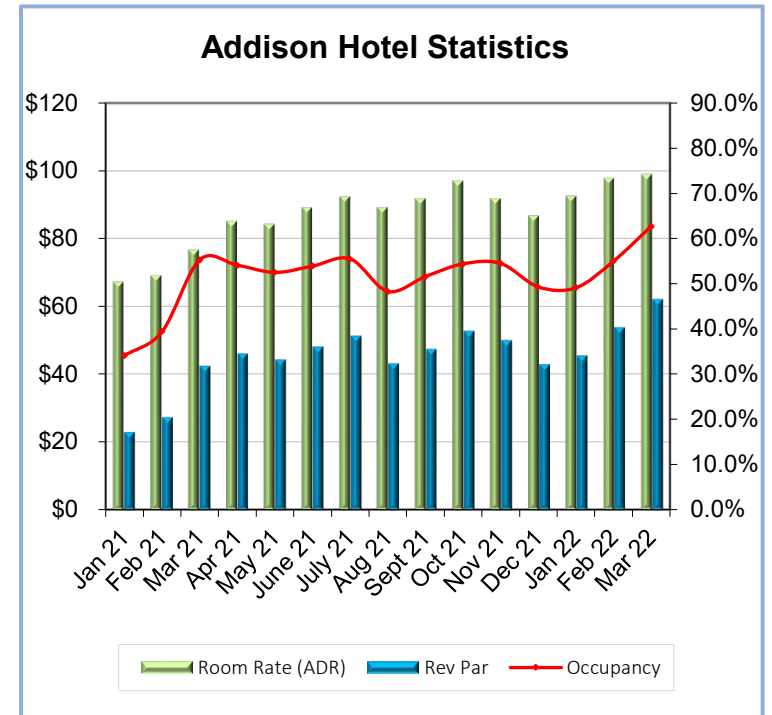
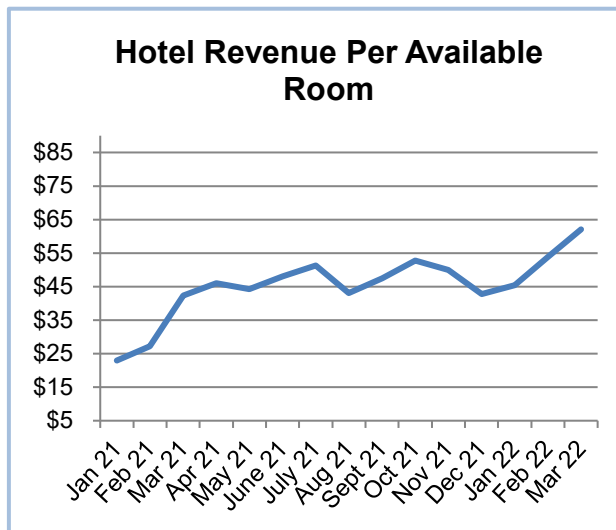
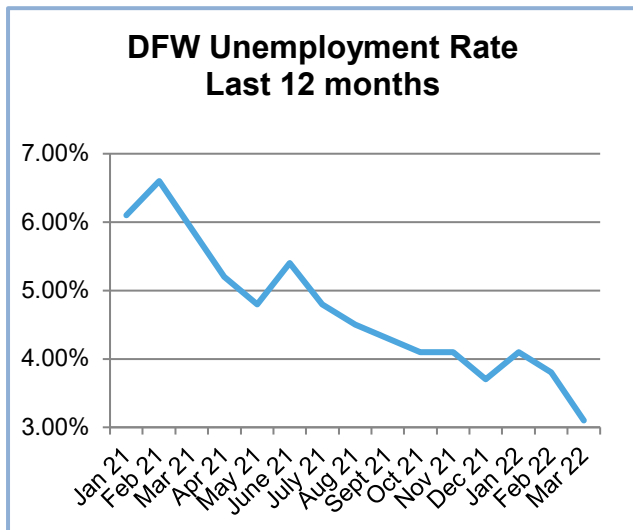
New Hires - Benefitted Positions				
	01/2022-03/2022			FY2022
Department	Part-Time Positions	Full-time positions	Total 2nd Qtr	YTD
Airport	0	0	0	0
City Manager	0	0	0	0
Conference Centre	0	0	0	0
Development Services	0	0	0	1
Finance	0	1	1	1
Fire	0	0	0	0
General Services	0	0	0	0
Human Resources	0	2	2	2
Information Technology	0	1	1	1
Public Works	0	1	1	2
Marketing & Communications	0	0	0	0
Municipal Court	0	0	0	0
Parks	0	2	2	5
Police	0	0	0	3
Recreation	1	1	2	3
Special Events	0	1	1	1
Streets	0	0	0	5
Grand Total	1	9	10	24

Public Safety Sworn Positions	Budgeted FY 2022	Filled Positions	Percent Filled
Police	66	66	100%
Fire ⁽¹⁾	56	56	100%

⁽¹⁾ FY2022 budget includes 56 budgeted sworn positions plus overfill of 1 Firefighter (F3) position

Executive Dashboard - 2nd Quarter, 2022 Fiscal Year

Economic Indicators



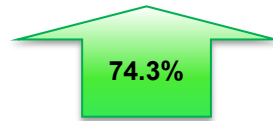
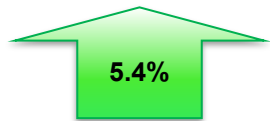
Occupancy Indicators:

Office Occupancy =
78.2%

Retail Occupancy =
94.5%

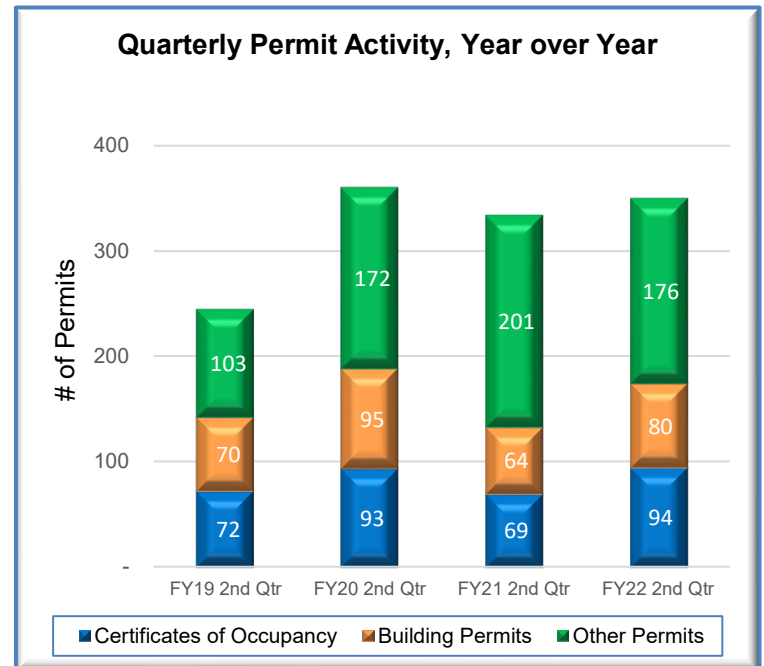
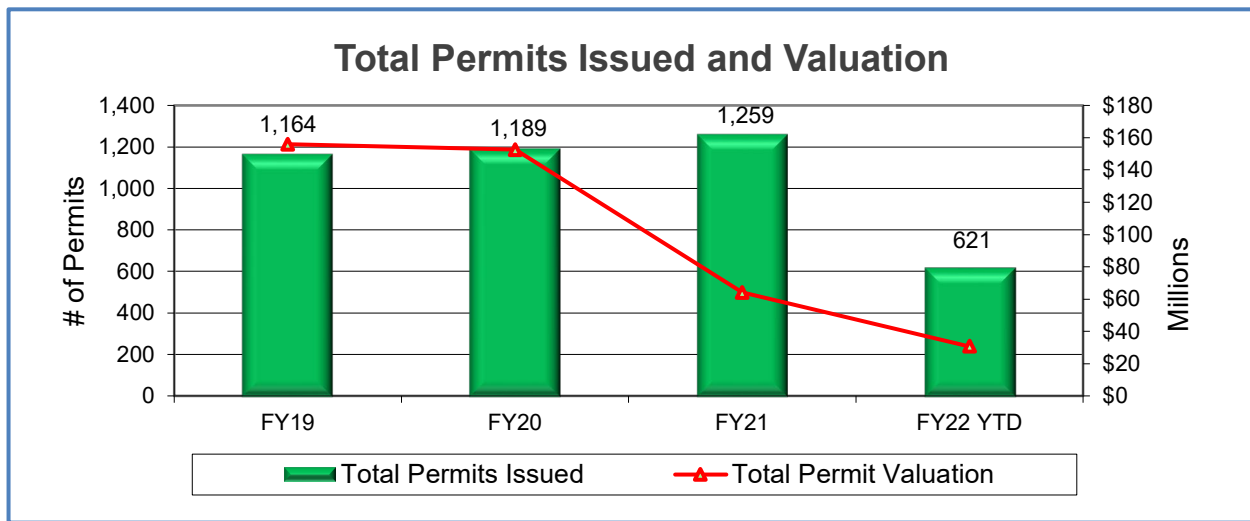
Hotel Occupancy =
55.6%

RevPar =
\$53.74



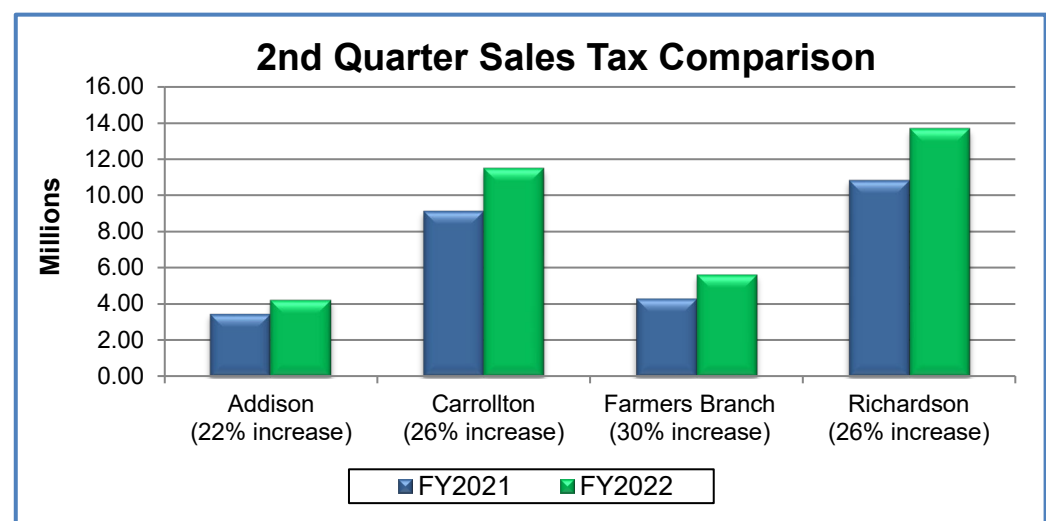
Source: CoStar (compares to prior year Q2)

Source: STR Report (compares to prior year Q2)



Economic Development Incentives:

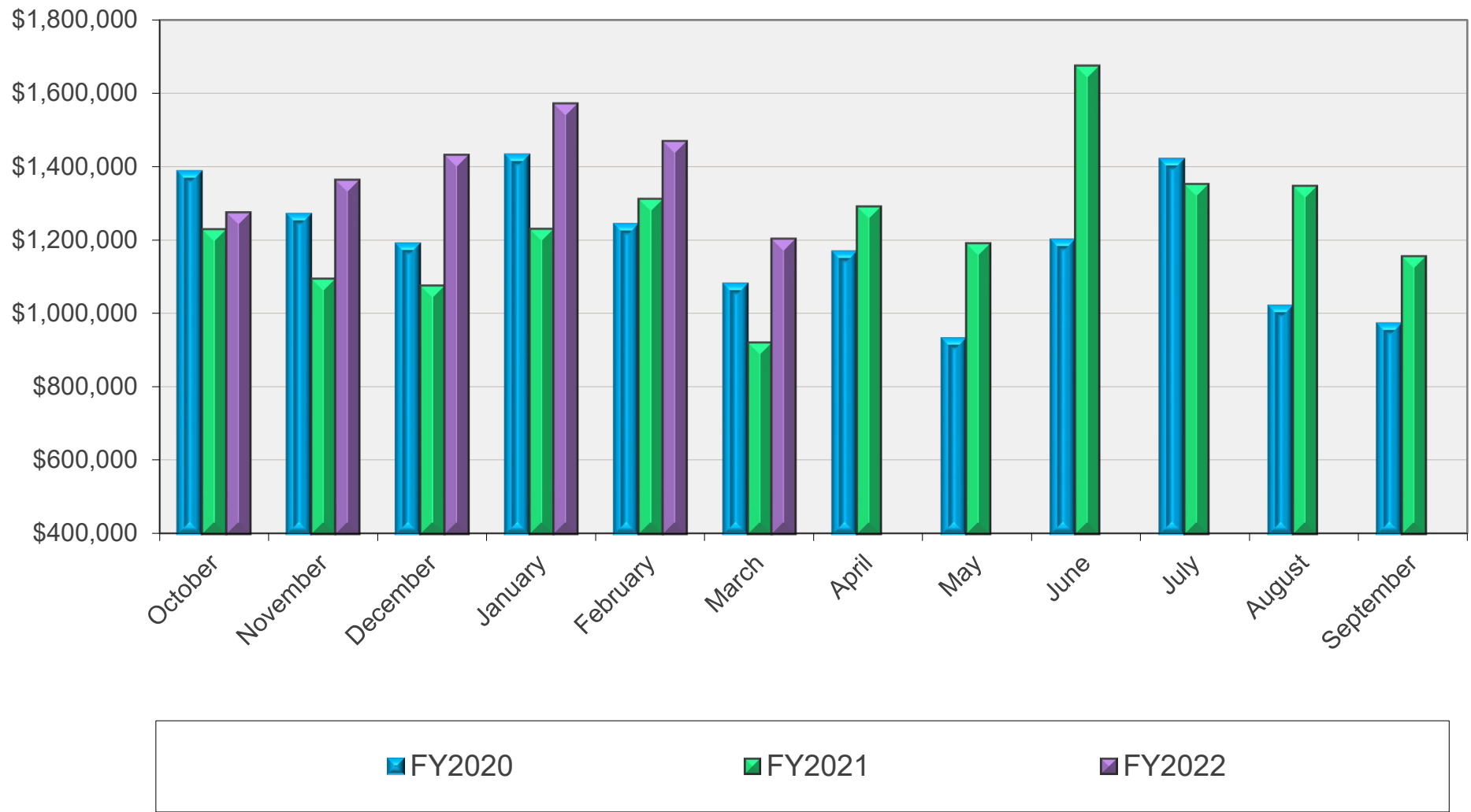
Executed Agreements	Amount Paid FY22	Total Incentives Committed
7	\$0	\$747,030



Executive Dashboard - 2nd Quarter, 2022 Fiscal Year

Sales Tax Information

Monthly Sales Tax Collections



Positive variance compared to historical trends
 Negative variance of 3%-5% and more than \$50,000 compared to historical trends
 Negative variance of >5% and more than \$50,000 compared to historical trends

Positive
 Warning
 Negative

TOWN OF ADDISON
GENERAL FUND
FY2022 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET
With Comparative Information from Prior Fiscal Year

CATEGORY	FY 2020-21 ACTUAL PRIOR YEAR	FY 2021-22 REVISED BUDGET	FY 2021-22 ACTUAL 2ND QTR	FY 2021-22 ACTUAL YTD	ACTUAL YTD as % of Budget
Revenues:					
Ad Valorem taxes:					
Current taxes	\$ 20,276,338	\$ 20,139,186	\$ 14,951,456	\$ 20,506,785	101.8%
Delinquent taxes	(159,726)	(151,360)	25,998	(41,949)	27.7% ⁽¹⁾
Penalty & interest	55,882	50,000	30,576	36,322	72.6%
Non-property taxes:					
Sales tax	14,881,277	13,700,000	4,239,023	8,305,686	60.6%
Alcoholic beverage tax	1,084,108	1,200,000	315,365	636,546	53.0%
Franchise / right-of-way use fees:					
Electric franchise	1,422,617	1,525,000	331,798	768,406	50.4%
Gas franchise	185,638	200,000	268,817	268,817	134.4%
Telecommunication access fees	211,969	250,000	46,463	95,548	38.2%
Cable franchise	126,482	130,000	31,583	63,783	49.1%
Street rental fees	-	-	-	-	0.0%
Licenses and permits:					
Business licenses and permits	175,825	129,700	34,535	61,660	47.5%
Building and construction permits	649,082	960,400	184,281	340,152	35.4%
Intergovernmental	1,000,000	-	3,982	3,982	0.0%
Service fees:					
General government	-	-	-	-	0.0%
Public safety	880,482	1,006,500	277,424	567,300	56.4%
Urban development	39,719	47,200	11,575	23,885	50.6%
Streets and sanitation	465,739	455,700	108,402	195,803	43.0%
Recreation	29,903	70,300	7,683	15,935	22.7%
Interfund	410,431	438,870	109,718	219,435	50.0%
Court fines	163,408	245,000	61,749	113,366	46.3%
Interest earnings	21,569	100,000	38,694	61,925	61.9%
Rental income	7,900	8,000	1,870	3,770	47.1%
Other	282,410	255,500	86,678	218,773	85.6%
Total Revenues	42,211,054	40,759,996	21,167,668	32,465,930	79.7%

⁽¹⁾ Represents prior year tax payment refunds

Positive variance compared to historical trends
 Negative variance of 3%-5% and more than \$50,000 compared to historical trends
 Negative variance of >5% and more than \$50,000 compared to historical trends

Positive
 Warning
 Negative

TOWN OF ADDISON
GENERAL FUND
FY2022 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET
With Comparative Information from Prior Fiscal Year

CATEGORY	FY 2020-21 ACTUAL PRIOR YEAR	FY 2021-22 REVISED BUDGET	FY 2021-22 ACTUAL 2ND QTR	FY 2021-22 ACTUAL YTD	ACTUAL YTD as % of Budget
Expenditures:					
General Government:					
City Secretary	208,900	221,275	50,563	95,719	43.3%
City Manager	1,233,580	1,204,501	229,741	584,421	48.5%
Finance	1,821,579	1,764,710	387,207	818,186	46.4%
General Services	1,182,474	756,057	174,472	348,861	46.1%
Municipal Court	646,454	712,737	143,454	356,839	50.1%
Human Resources	670,310	740,209	149,471	302,350	40.8%
Information Technology	1,897,336	2,257,050	449,372	917,984	40.7%
Combined Services	1,073,544	1,362,400	168,164	467,291	34.3%
Council Projects	312,168	245,981	20,936	187,868	76.4% ⁽¹⁾
Public Safety:					
Police	10,288,614	10,546,045	2,373,272	4,967,726	47.1%
Emergency Communications	1,392,567	1,594,245	368,644	1,192,246	74.8% ⁽²⁾
Fire	8,705,865	9,086,845	2,077,284	4,404,733	48.5%
Development Services	1,560,348	1,807,604	363,038	781,193	43.2%
Streets	1,951,588	2,136,422	345,433	629,649	29.5%
Parks and Recreation:					
Parks	4,066,372	4,505,219	883,323	2,007,593	44.6%
Recreation	1,629,169	1,790,696	312,553	614,349	34.3%
Other financing uses:					
Transfers to other funds	3,460,950	-	-	-	0.0%
Total Expenditures	42,101,818	40,731,996	8,496,927	18,677,008	45.9%
Net Change in Fund Balance	109,236	28,000	12,670,740	13,788,922	
Fund Balance at Beginning of Year	20,134,439	20,243,675		20,243,675	
Fund Balance at End of Year	\$ 20,243,675	\$ 20,271,675		\$ 34,032,597	

⁽¹⁾ Includes primary NPO grant payment for non-profit grant funding

⁽²⁾ NTECC operations contribution for 3rd quarter posted in period 6

Positive variance compared to historical trends
 Negative variance of 3%-5% and more than \$50,000 compared to historical trends
 Negative variance of >5% and more than \$50,000 compared to historical trends

Positive
 Warning
 Negative

TOWN OF ADDISON
HOTEL FUND
FY2022 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET
With Comparative Information from Prior Fiscal Year

CATEGORY	FY 2020-21 ACTUAL PRIOR YEAR	FY 2021-22 REVISED BUDGET	FY 2021-22 ACTUAL 2ND QTR	FY 2021-22 ACTUAL YTD	ACTUAL YTD as % of Budget
Revenues:					
Hotel/Motel occupancy taxes	\$ 2,523,560	\$ 4,155,000	\$ 913,221	\$ 1,743,337	42.0% ⁽¹⁾
Proceeds from special events	897,005	1,155,500	163,707	266,736	23.1% ⁽²⁾
Rental income	86,403	85,000	13,630	30,972	36.4%
Interest and miscellaneous	1,072,594	2,024,836	3,637	6,813	0.3%
Total Revenues	4,579,563	7,420,336	1,094,194	2,047,858	27.6%
Expenditures:					
Addison theatre centre	261,323	275,208	55,824	105,660	38.4%
Conference centre	242,199	212,138	31,014	80,073	37.7%
General hotel operations	23,085	198,129	47,557	80,565	40.7%
Marketing	859,612	1,139,905	132,010	288,341	25.3%
Performing arts	375,989	329,089	100,000	327,839	99.6% ⁽³⁾
Special events	866,347	993,628	163,471	363,056	36.5% ⁽²⁾
Special events operations	2,001,576	2,425,736	103,484	138,935	5.7%
Attractions Capital Projects	4,090	-	-	-	0.0%
Other financing uses:					
Transfer to Economic Development Fund	384,000	384,000	96,000	192,000	50.0%
Total Expenditures	5,018,221	5,957,833	729,359	1,576,469	26.5%
Net Change in Fund Balance	(438,658)	1,462,503	364,835	471,389	
Fund Balance at Beginning of Year	3,149,259	2,710,601		2,710,601	
Fund Balance at End of Year	\$ 2,710,601	\$ 4,173,104		\$ 3,181,990	

⁽¹⁾ Hotel tax collections have not been received by all hoteliers
⁽²⁾ Special events revenues and expenses are low due to the timing of events
⁽³⁾ Full NPO primary grant payment and matching funds for non-profit grant funding to Water Tower Theatre

Positive variance compared to historical trends
 Negative variance of 3%-5% and more than \$50,000 compared to historical trends
 Negative variance of >5% and more than \$50,000 compared to historical trends

Positive
 Warning
 Negative

TOWN OF ADDISON
ECONOMIC DEVELOPMENT FUND
FY2022 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET
With Comparative Information from Prior Fiscal Year

CATEGORY	FY 2020-21 ACTUAL PRIOR YEAR	FY 2021-22 REVISED BUDGET	FY 2021-22 ACTUAL 2ND QTR	FY 2021-22 ACTUAL YTD	ACTUAL YTD as % of Budget
Revenues:					
Ad Valorem taxes:	\$ 1,163,539	\$ 1,153,552	\$ 865,606	\$ 1,182,429	102.5%
Business license fee	27,165	50,000	17,100	29,750	59.5%
Interest income and other	2,249	20,000	3,971	6,378	31.9%
Transfers from General/Hotel Fund	384,000	384,000	96,000	192,000	50.0%
Total Revenues	1,576,953	1,607,552	982,678	1,410,557	87.7%
Expenditures:					
Personnel services	496,773	516,217	118,718	251,566	48.7%
Supplies	10,551	20,301	1,609	3,814	18.8%
Maintenance	24,407	29,602	3,127	12,203	41.2%
Contractual services	984,838	1,430,520	182,085	340,709	23.8%
Debt Service	16,997	13,372	3,343	6,686	50.0%
Total Expenditures	1,533,566	2,010,012	308,881	614,979	30.6%
Net Change in Fund Balance	43,387	(402,460)	673,796	795,578	
Fund Balance at Beginning of Year	1,968,832	2,012,219		2,012,219	
Fund Balance at End of Year	\$ 2,012,219	\$ 1,609,759		\$ 2,807,797	

Positive variance compared to historical trends
 Negative variance of 3%-5% and more than \$50,000 compared to historical trends
 Negative variance of >5% and more than \$50,000 compared to historical trends

Positive
 Warning
 Negative

AIRPORT FUND
FY2022 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET
With Comparative Information from Prior Fiscal Year

CATEGORY	FY 2020-21 ACTUAL PRIOR YEAR	FY 2021-22 REVISED BUDGET	FY 2021-22 ACTUAL 2ND QTR	FY 2021-22 ACTUAL YTD	ACTUAL YTD as % of Budget
Operating Revenues:					
Operating grants	\$ 107,000	\$ 50,000	\$ -	\$ -	0.0%
Service fees	108,408	294,000	29,601	56,238	19.1% ⁽¹⁾
Fuel flowage fees	1,064,377	1,026,272	337,280	727,124	70.9%
Rental income	4,415,499	5,635,534	1,302,832	2,410,936	42.8%
Interest income and other	168,982	56,040	34,105	62,250	111.1%
Total Operating Revenues:	5,864,266	7,061,846	1,703,818	3,256,547	46.1%
Operating Expenses:					
Personnel services	1,963,122	2,114,862	510,299	975,924	46.1%
Supplies	41,731	57,200	12,282	24,620	43.0%
Maintenance	368,803	745,119	82,691	167,859	22.5%
Contractual services	1,080,506	1,078,750	314,622	523,463	48.5%
Capital Replacement/Lease	467,258	257,928	64,482	128,964	50.0%
Debt service	749,767	910,527	616,083	683,029	75.0%
Capital Outlay	46,664	35,000	8,189	8,189	23.4%
Total Operating Expenses:	4,717,851	5,199,386	1,608,647	2,512,047	48.3%
Capital Projects (Cash Funded)	14,750	1,583,070	21,193	126,977	8.0%
Total Expenses:	4,732,601	6,782,456	1,629,840	2,639,024	38.9%
Net Change in Working Capital	1,131,665	279,390	73,978	617,523	
Working Capital at Beginning of Year	5,711,003	6,842,668		6,842,668	
Working Capital at End of Year	\$ 6,842,668	\$ 7,122,058		\$ 7,460,191	

⁽¹⁾ Percentage is below the quarterly threshold but actuals are in line with historical trends

Positive variance compared to historical trends
 Negative variance of 3%-5% and more than \$50,000 compared to historical trends
 Negative variance of >5% and more than \$50,000 compared to historical trends

Positive
 Warning
 Negative

UTILITY FUND
FY2022 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET
With Comparative Information from Prior Fiscal Year

CATEGORY	FY 2020-21 ACTUAL PRIOR YEAR	FY 2021-22 REVISED BUDGET	FY 2021-22 ACTUAL 2ND QTR	FY 2021-22 ACTUAL YTD	ACTUAL YTD as % of Budget
Operating revenues:					
Water sales	\$ 7,518,421	\$ 7,738,852	\$ 1,538,830	\$ 3,700,961	47.8%
Sewer charges	5,808,866	6,500,903	1,471,246	3,087,138	47.5%
Tap fees	10,683	17,500	3,125	7,745	44.3%
Penalties	15,958	75,000	33,987	63,539	84.7%
Interest income and other	51,631	108,500	9,523	18,433	17.0%
Total Operating Revenues:	13,405,558	14,440,755	3,056,711	6,877,816	47.6%
Operating expenses:					
Personnel services	2,169,275	2,549,211	563,552	1,147,182	45.0%
Supplies	300,454	202,232	54,281	106,668	52.7%
Maintenance	527,646	1,107,356	68,368	259,516	23.4%
Contractual services					
Water purchases	3,242,450	4,224,277	1,151,334	2,211,749	52.4%
Wastewater treatment	3,486,904	3,727,622	967,965	1,850,942	49.7%
Other services	1,286,970	1,107,191	264,358	574,521	51.9%
Capital Replacement/Lease	581,857	231,584	57,896	115,792	50.0%
Debt service	1,517,681	1,526,782	1,226,391	1,226,752	80.3%
Capital outlay	142,533	-	-	-	0.0%
Total Operating Expenses:	13,255,770	14,676,255	4,354,145	7,493,122	51.1%
Capital Projects (Cash Funded)	87,037	101,000	-	-	0.0%
Total Expenses:	13,342,807	14,777,255	4,354,145	7,493,122	50.7%
Net Change in Working Capital	62,751	(336,500)	(1,297,434)	(615,306)	
Working Capital at Beginning of Year	6,431,088	6,493,839		6,493,839	
Working Capital at End of Year	\$ 6,493,839	\$ 6,157,339		\$ 5,878,533	

Positive variance compared to historical trends
 Negative variance of 3%-5% and more than \$50,000 compared to historical trends
 Negative variance of >5% and more than \$50,000 compared to historical trends

Positive
 Warning
 Negative

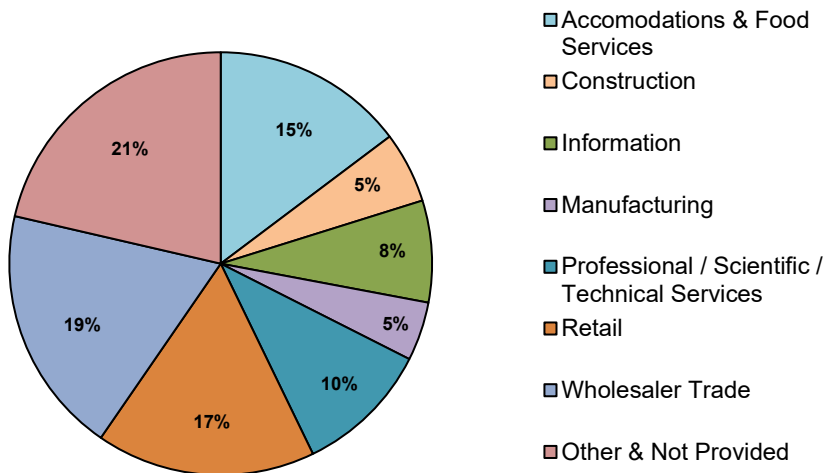
STORMWATER UTILITY FUND
 FY2022 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET
With Comparative Information from Prior Fiscal Year

CATEGORY	FY 2020-21 ACTUAL PRIOR YEAR	FY 2021-22 REVISED BUDGET	FY 2021-22 ACTUAL 2ND QTR	FY 2021-22 ACTUAL YTD	ACTUAL YTD as % of Budget
Operating revenues:					
Drainage Fees	\$ 2,457,241	\$ 2,554,023	\$ 642,780	\$ 1,310,616	51.3%
Interest income and other	94,662	20,000	12,707	24,467	122.3%
Total Operating Revenues:	2,551,902	2,574,023	655,486	1,335,084	51.9%
Operating expenses					
Personnel services	324,658	396,777	79,612	168,640	42.5%
Supplies	11,637	31,000	863	2,727	8.8%
Maintenance	59,377	151,240	786	42,219	27.9%
Contractual services	256,804	327,351	79,823	102,595	31.3%
Debt service	591,396	555,266	454,954	457,454	82.4%
Capital outlay	32,720	166,000	29,457	29,457	17.7%
Total Operating Expenses:	1,276,591	1,627,634	645,496	803,091	49.3%
Capital Projects (Cash Funded)	23,256	847,491	6,599	17,099	2.0%
Total Expenses:	1,299,847	2,475,125	652,094	820,189	33.1%
Net Change in Working Capital	1,252,055	98,898	3,392	514,894	
Working Capital at Beginning of Year	7,734,397	8,986,452		8,986,452	
Working Capital at End of Year	\$ 8,986,452	\$ 9,085,350		\$ 9,501,346	

TOWN OF ADDISON
Schedule of Sales Tax Collections
For the quarter ending March 31, 2022

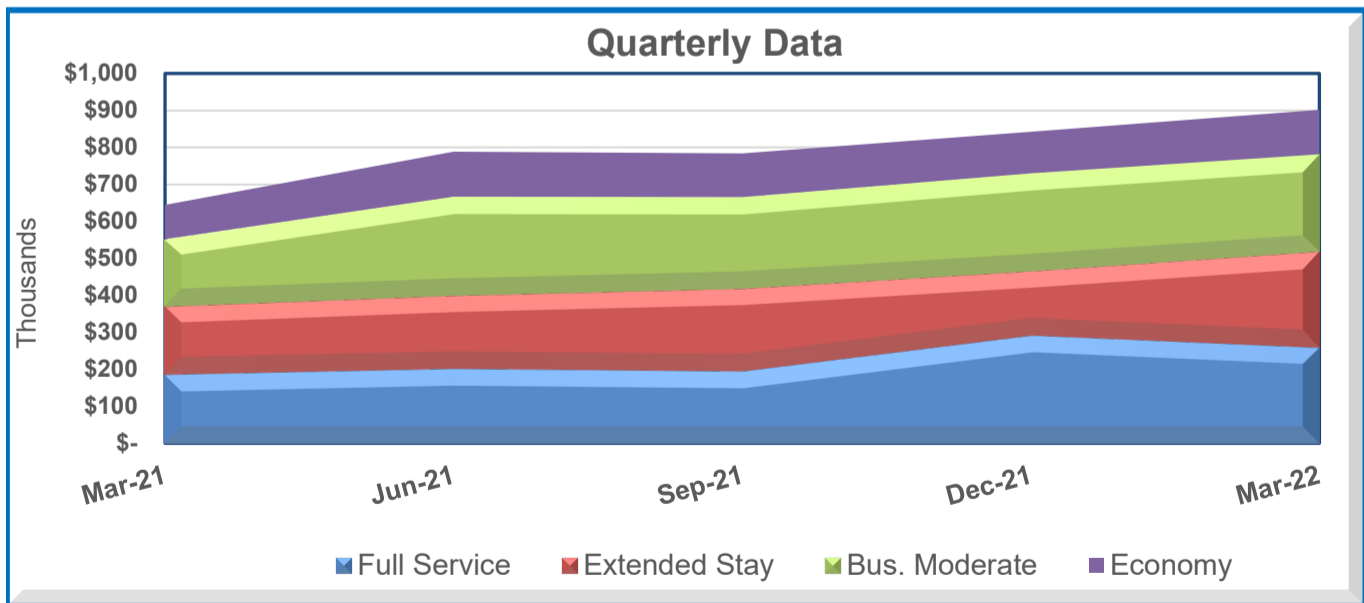
	FY2022 Monthly Collections	% Change from Prior Year	FY2021 Monthly Collections
October	\$ 1,273,977	3.6%	\$ 1,229,815
November	1,362,516	24.4%	1,095,667
December	1,430,169	32.8%	1,076,775
January	1,569,646	27.5%	1,231,161
February	1,467,367	11.8%	1,312,153
March	1,202,011	30.5%	921,263
April		-100.0%	1,291,548
May		-100.0%	1,191,232
June		-100.0%	1,674,956
July		-100.0%	1,352,619
August		-100.0%	1,347,683
September		-100.0%	1,156,406
	\$ 8,305,686		\$ 14,881,277
Budget:	13,700,000	60.6%	13,530,766

Breakdown of Sales Tax by Economic Category



**TOWN OF ADDISON
HOTEL OCCUPANCY TAX COLLECTION**
Hotels By Service Type for the Quarter and Year-to-Date Ended March 31, 2022
With Comparative Information from Prior Fiscal Year

	Rooms		Jan. - Mar. 2022		22 to 21
	Number	%	Amount	%	% Diff.
Full Service					
Marriott Quorum	547	15%	\$ 161,774	18%	112%
⁽¹⁾ Renaissance	528	14%	96,288	11%	217%
	1,075	29%	258,061	29%	39%
Extended Stay					
Budget Suites	344	9%	10,376	1%	52%
Mainstay Suites	70	2%	10,500	1%	19%
⁽¹⁾ Marriott Residence Inn	150	4%	40,962	5%	23%
⁽¹⁾ Hyatt House	132	4%	29,282	3%	171%
Homewood Suites	120	3%	45,634	5%	26%
Home2Suites	132	4%	73,006	8%	49%
Springhill Suites	159	4%	51,108	6%	31%
	1,107	30%	260,868	29%	40%
Business Moderate					
Marriott Courtyard Quorum	176	5%	67,080	7%	178%
⁽¹⁾ LaQuinta Inn	152	4%	21,569	2%	-42%
Marriott Courtyard Midway	145	4%	42,875	5%	113%
Radisson - Addison	101	3%	27,678	3%	50%
Hilton Garden Inn	96	3%	39,202	4%	39%
Holiday Inn Express	97	3%	36,787	4%	25%
⁽¹⁾ Holiday Inn Beltway	102	3%	-	0%	0%
Best Western Plus	84	2%	27,478	3%	23%
	953	26%	262,670	29%	46%
Economy					
Motel 6	127	3%	34,114	4%	9%
Hampton Inn	158	4%	26,634	3%	34%
Red Roof Inn	105	3%	31,463	3%	42%
Quality Suites North/Galleria	78	2%	19,934	2%	40%
America's Best Value Inn	60	2%	7,915	1%	50%
	528	14%	120,060	13%	29%
TOTAL	3,663	100%	901,659	100%	40%



⁽¹⁾ Not yet received one or more payments for the quarter

Investment Portfolio Summary

Town of Addison



For the Quarter Ended



March 31, 2022

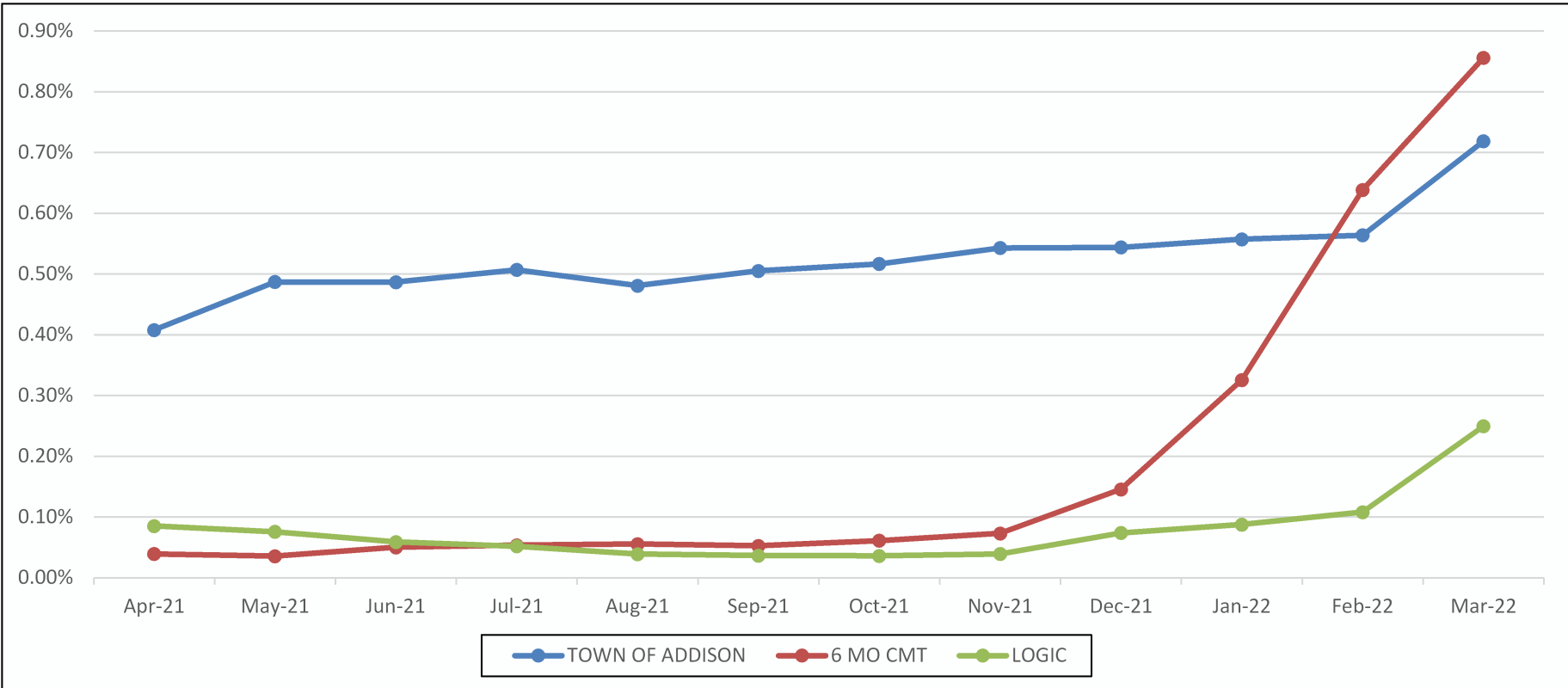
For the Quarter Ended
March 31, 2022

This report is prepared for the **Town of Addison** (the "Entity") in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the Entity's investment officers and includes the disclosures required in the PFIA. To the extent possible, market prices have been obtained from independent pricing sources.

The investment portfolio complied with the PFIA and the Entity's approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the Entity and were made in full compliance with the PFIA and the approved Investment Policy.

Officer Names and Titles:

	
<hr/>	
Name: Steven Glickman, CPA	Title: Chief Financial Officer
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Name: Amanda D. Turner, CPA	Title: Controller



Category	CUSIP	Settle Date	Sec. Type	Sec. Description	CPN (%)	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Days to Mty	WAM	YTM (%)
HTM	23542JQP3	4/19/2021	MUNICIPAL	City of Dallas Waterwork	1.007	10/1/2025			1,350,000.00	101.254	1,366,929.00	1,363,352.79	1280	13.53	0.720
HTM	64971M5K4	4/16/2021	MUNICIPAL	NYC Transit Fin Authority	5.075	11/1/2025	Anytime	M-W Call	520,000.00	118.156	614,411.20	594,795.36	1311	6.05	0.978
HTM	207580AR2	5/11/2021	MUNICIPAL	CT Green Bank Rev Bonds	1.200	11/15/2025			200,000.00	100.000	200,000.00	200,000.00	1325	2.05	1.200
HTM	3130AP2G9	9/30/2021	AGCY CALL	FHLB	0.750	12/30/2025	9/30/2022	Quarterly	1,000,000.00	100.000	1,000,000.00	1,000,000.00	1370	10.62	0.750
HTM	650009S20	4/22/2021	MUNICIPAL	NY Thruway Authority	2.406	1/1/2026	Anytime	M-W Call	400,000.00	105.955	423,820.00	419,125.32	1372	4.46	1.100
HTM	419791YT9	4/23/2021	MUNICIPAL	Hawaii St	5.330	2/1/2026	Anytime	M-W Call	1,500,000.00	120.386	1,805,790.00	1,746,591.89	1403	19.00	0.950
HTM	64971WDP2	4/16/2021	MUNICIPAL	NYC Transit Fin Authority	3.780	2/1/2026	Anytime	M-W Call	700,000.00	108.848	761,936.00	749,910.01	1403	8.16	1.839
HTM	894673TA0	5/6/2021	MUNICIPAL	Tredyffrin/Easttown School	1.159	2/15/2026			275,000.00	100.900	277,475.00	277,013.15	1417	3.04	0.965
HTM	067167YR1	4/29/2021	MUNICIPAL	Barbers Hill TX ISD GO	4.000	2/15/2026			500,000.00	114.513	572,565.00	558,820.98	1417	6.14	0.900
HTM	473142QY6	5/6/2021	MUNICIPAL	Jefferson Cnty Consol Sch Distr	1.200	3/1/2026			300,000.00	100.000	300,000.00	300,000.00	1431	3.33	1.200
HTM	61945DAZ4	4/22/2021	MUNICIPAL	Mosaic District Dev Authority	1.711	3/1/2026	Anytime	M-W Call	250,000.00	102.882	257,205.00	255,834.75	1431	2.84	1.100
HTM	485106UX4	4/21/2021	MUNICIPAL	Kansas City	1.475	4/1/2026	Anytime	M-W Call	1,000,000.00	101.945	1,019,450.00	1,015,815.49	1462	11.51	1.070
HTM	46873TAD5	9/29/2021	MUNICIPAL	Jackson Energy Authority	3.400	4/1/2026	4/1/2023	Continuous	1,925,000.00	104.653	2,014,570.25	2,004,930.95	1462	22.73	2.307
HTM	6817126Z3	5/21/2021	MUNICIPAL	Omaha GO	0.983	4/15/2026			750,000.00	100.396	752,970.00	752,455.13	1476	8.61	0.900
HTM	3133EMXQ0	4/28/2021	AGCY CALL	FFCB	0.940	4/28/2026	4/28/2022	Continuous	1,000,000.00	100.000	1,000,000.00	1,000,000.00	1489	11.54	0.940
HTM	3130AMDE9	5/12/2021	AGCY CALL	FHLB	0.500	5/12/2026	5/12/2022	Quarterly	1,500,000.00	100.000	1,500,000.00	1,500,000.00	1503	17.48	1.191
HTM	83754LAX5	9/23/2021	MUNICIPAL	SD Educational Enhancement	1.495	6/1/2026	Anytime	M-W Call	1,000,000.00	100.815	1,008,150.00	1,007,263.41	1523	11.89	1.315
HTM	3130AMMJ8	6/9/2021	AGCY CALL	FHLB	0.400	6/9/2026	6/9/2023	One Time	1,000,000.00	100.000	1,000,000.00	1,000,000.00	1531	11.87	1.053
HTM	3130AMMW9	6/10/2021	AGCY CALL	FHLB	0.500	6/10/2026	6/10/2022	Quarterly	1,500,000.00	100.000	1,500,000.00	1,500,000.00	1532	17.82	1.194
HTM	56042RJ52	7/8/2021	MUNICIPAL	Maine Health & Higher Edu	1.304	7/1/2026	Anytime	M-W Call	200,000.00	101.229	202,458.00	202,104.56	1553	2.43	1.050
HTM	86666PAE8	11/8/2021	MUNICIPAL	Sun City Fire District AZ Maricopa Cnty COPs	1.707	7/1/2026			500,000.00	100.740	503,700.00	503,392.21	1553	6.06	1.541
HTM	3130AN5K2	7/20/2021	AGCY CALL	FHLB	0.300	7/20/2026	7/20/2022	One Time	1,500,000.00	100.000	1,500,000.00	1,500,000.00	1572	18.28	1.254
HTM	795451AK9	8/12/2021	CD	Sallie Mae Bank	1.100	8/11/2026			245,000.00	100.000	245,000.00	245,000.00	1594	3.03	1.100
HTM	38149MZJ5	9/8/2021	CD	Goldman Sachs Bank	1.050	9/8/2026			245,000.00	100.000	245,000.00	245,000.00	1622	3.08	1.050
HTM	856285XL0	9/28/2021	CD	State Bank of India	1.150	9/28/2026			245,000.00	100.000	245,000.00	245,000.00	1642	3.12	1.150
HTM	3130AP6D2	9/30/2021	AGCY CALL	FHLB	1.000	9/30/2026	6/30/2022	Quarterly	1,000,000.00	100.000	1,000,000.00	1,000,000.00	1644	12.75	1.000
HTM	798111HF0	1/24/2022	MUNICIPAL	San Joaquin Hills Transportation Corridor Toll	2.153	1/15/2027	Anytime	M-W Call	750,000.00	100.957	757,177.50	756,919.91	1751	10.28	1.950
HTM	3130AQJ87	1/19/2022	AGCY CALL	FHLB	1.600	1/19/2027	4/19/2022	Quarterly	1,000,000.00	100.000	1,000,000.00	1,000,000.00	1755	13.61	1.600
HTM	3130AQR8	2/18/2022	AGCY CALL	FHLB	1.300	2/18/2027	5/18/2022	Quarterly	1,000,000.00	100.000	1,000,000.00	1,000,000.00	1785	13.84	2.064
HTM	3130ARCD1	3/29/2022	AGCY CALL	FHLB	2.000	3/29/2027	6/29/2022	Quarterly	1,000,000.00	100.000	1,000,000.00	1,000,000.00	1824	14.14	3.252
									126,610,031.15	102.772	130,119,537.60	128,974,070.85		654.57	0.719

TOWN OF ADDISON
Change in Value
From 12/31/2021 to 03/31/2022

CUSIP	Security Type	Security Description	CPN	Maturity	12/31/2021			3/31/2022		
					Book Value	Market Value	YTM	Book Value	Market Value	YTM
LOGIC	LGIP	LOGIC		1/1/2022	7,426,986.83	7,426,986.83	0.074%	9,935,474.82	9,935,474.82	0.394%
TEXPOOL	LGIP	TexPool		1/1/2022	1,000,173.67	1,000,173.67	0.038%	1,000,384.53	1,000,384.53	0.266%
TEXSTAR	LGIP	TexSTAR		1/1/2022	1,000,071.91	1,000,071.91	0.014%	1,000,179.12	1,000,179.12	0.250%
TXCLASS	LGIP	Texas CLASS		1/1/2022	28,595,247.08	28,595,247.08	0.069%	26,106,326.01	26,106,326.01	0.486%
473142QU4	MUNICIPAL	Jefferson Cnty Consol Sch Distr	0.300%	3/1/2022	110,000.00	110,000.00	0.300%	-	-	0.000%
114727VY3	MUNICIPAL	Broome Cnty GO	1.000%	4/29/2022	1,361,098.80	1,360,783.90	0.300%	1,358,724.02	1,358,203.70	0.300%
56042RH96	MUNICIPAL	Maine Health Tax	0.359%	7/1/2022	200,000.00	200,058.00	0.359%	200,000.00	199,784.00	0.359%
052403GX4	MUNICIPAL	Austin Comm Clg, TX	5.000%	8/1/2022	1,924,128.77	1,925,381.25	0.487%	1,903,025.34	1,898,531.25	0.487%
64763FQE2	MUNICIPAL	City of New Orleans Tax Limited Ref	4.442%	9/1/2022	-	-	0.000%	1,014,684.70	1,013,480.00	0.900%
46256QLX2	MUNICIPAL	State of Iowa Hospital Rev	0.200%	10/1/2022	-	-	0.000%	996,757.37	995,570.00	0.850%
64972C3F8	MUNICIPAL	NYC Housing Dev Rev	3.263%	11/1/2022	-	-	0.000%	1,693,315.40	1,688,587.10	0.857%
207580AN1	MUNICIPAL	CT Green Bank Rev Bonds	0.350%	11/15/2022	124,000.00	123,760.68	0.350%	124,000.00	123,154.32	0.350%
3133EFUJ4	AGCY BULET	FFCB	2.150%	12/29/2022	3,046,674.01	3,059,829.00	0.577%	3,034,938.61	3,022,032.00	0.577%
882669BR4	MUNICIPAL	TX Pub Fin Auth	0.286%	2/1/2023	2,000,000.00	1,992,020.00	0.286%	2,000,000.00	1,977,540.00	0.286%
473142QV2	MUNICIPAL	Jefferson Cnty Consol Sch Distr	0.450%	3/1/2023	260,000.00	259,051.00	0.450%	260,000.00	256,672.00	0.450%
3130ADRG9	AGCY BULET	FHLB	2.750%	3/10/2023	4,601,739.66	4,618,872.00	0.837%	4,580,417.04	4,542,358.50	0.837%
91435LAG2	CD	Greenstate Credit Union	3.050%	5/15/2023	248,031.37	248,502.48	0.600%	246,572.72	244,412.88	0.600%
427908EE4	MUNICIPAL	County of Hernando	0.365%	6/1/2023	250,000.00	249,152.50	0.365%	250,000.00	245,757.50	0.365%
034577AK2	CD	ANECA Federal Credit Union	3.200%	6/21/2023	255,540.58	255,787.11	0.552%	253,924.24	251,109.42	0.552%
56042RJ29	MUNICIPAL	Maine Health Tax	0.509%	7/1/2023	250,000.00	249,345.00	0.509%	250,000.00	244,725.00	0.509%
73358W4V3	MUNICIPAL	Port Auth of NY & NJ Rev Bonds	1.086%	7/1/2023	1,010,905.91	1,005,330.00	0.356%	1,009,090.07	988,100.00	0.356%
742404AK2	MUNICIPAL	Princeton Theological	0.593%	7/1/2023	1,052,353.41	1,046,655.00	0.593%	1,043,646.73	1,012,790.00	0.593%
3135G05R0	AGCY CALL	FNMA	0.300%	8/10/2023	2,996,864.58	2,987,694.00	0.365%	2,997,351.32	2,930,514.00	0.365%
3130AJZJ1	AGCY CALL	FHLB	0.320%	8/25/2023	2,665,927.92	2,660,632.00	0.337%	2,666,039.70	2,614,760.00	0.337%
207580AP6	MUNICIPAL	CT Green Bank Rev Bonds	0.550%	11/15/2023	300,000.00	297,720.00	0.550%	300,000.00	291,195.00	0.550%
549104TM9	CD	Luana Savings Bank	0.200%	11/20/2023	-	-	0.000%	242,636.21	241,506.62	1.542%
084244HX3	MUNICIPAL	Berkeley Cnty Rev	0.886%	12/1/2023	1,019,156.21	1,010,393.90	0.410%	1,017,963.28	986,709.40	0.410%
64763FTY5	MUNICIPAL	New Orleans GO	5.000%	12/1/2023	389,982.21	387,680.40	0.620%	386,084.67	374,634.00	0.620%
3130AQFK4	AGCY CALL	FHLB	0.760%	1/19/2024	-	-	0.000%	999,324.61	976,246.00	0.798%
882669BS2	MUNICIPAL	TX Pub Fin Auth	0.503%	2/1/2024	1,000,000.00	989,500.00	0.503%	1,000,000.00	965,530.00	0.503%
473142QW0	MUNICIPAL	Jefferson Cnty Consol Sch Distr	0.650%	3/1/2024	200,000.00	197,926.00	0.650%	200,000.00	192,626.00	0.650%
20772GE61	MUNICIPAL	State of Connecticut	5.730%	3/15/2024	1,343,005.91	1,323,861.20	0.500%	1,327,416.54	1,276,589.05	0.500%
3130AND72	AGCY CALL	FHLB	0.430%	4/29/2024	1,000,000.00	993,685.00	0.430%	1,000,000.00	965,563.00	0.430%
427908EF1	MUNICIPAL	County of Hernando	0.589%	6/1/2024	250,000.00	248,192.50	0.589%	250,000.00	240,385.00	0.589%
56042RJ37	MUNICIPAL	Maine Health Tax	0.711%	7/1/2024	250,000.00	248,147.50	0.711%	250,000.00	238,610.00	0.711%
86666PAC2	MUNICIPAL	Sun City Fire District AZ Maricopa Cr	1.010%	7/1/2024	601,309.42	596,862.00	1.010%	601,179.12	577,308.00	1.010%
79770GJA5	MUNICIPAL	San Francisco & CA County Redevel	1.060%	8/1/2024	457,608.20	457,111.20	1.060%	457,357.81	438,269.65	1.060%
927781VU5	MUNICIPAL	Virginia ST Clg Bldg Auth Rev	4.750%	9/1/2024	837,303.90	826,121.00	0.620%	829,632.15	792,448.00	0.620%
05580AD68	CD	BMW Bank of North America	0.650%	9/17/2024	245,000.00	243,831.11	0.650%	245,000.00	235,210.29	0.650%
87165FA20	CD	Synchrony Bank	0.650%	9/17/2024	245,000.00	243,831.11	0.650%	245,000.00	235,210.29	0.650%
64966H4M9	MUNICIPAL	City of New York	5.047%	10/1/2024	6,001,106.97	5,929,350.80	0.559%	5,939,315.94	5,743,924.80	0.559%
3130APAF2	AGCY CALL	FHLB	0.520%	10/7/2024	1,000,000.00	988,203.00	0.520%	1,000,000.00	954,997.00	0.520%
20775C6C3	MUNICIPAL	Connecticut St Housing Auth	2.097%	11/15/2024	312,028.80	303,849.00	0.684%	310,989.03	292,041.00	0.684%
207580AQ4	MUNICIPAL	CT Green Bank Rev Bonds	0.850%	11/15/2024	275,000.00	272,096.00	0.850%	275,000.00	261,492.00	0.850%
3130AMJX1	AGCY CALL	FHLB	0.650%	12/9/2024	1,500,000.00	1,469,322.00	0.650%	1,500,000.00	1,423,603.50	0.650%

CUSIP	Security Type	Security Description	CPN	Maturity	Book Value	Market Value	YTM	Book Value	Market Value	YTM
365820HB8	MUNICIPAL	Garfield Heights GO	3.100%	12/15/2024	260,906.68	253,750.00	1.582%	259,999.88	247,055.00	1.582%
70962LBA9	CD	Pentagon Federal Credit Union	1.250%	1/31/2025	-	-	0.000%	245,000.00	236,760.90	1.250%
3133EMZ70	AGCY CALL	FFCB	0.480%	2/10/2025	999,080.68	981,688.00	0.510%	999,154.12	944,742.00	0.510%
57419TDX6	MUNICIPAL	Maryland Community Dev	2.198%	3/1/2025	276,690.97	269,592.45	0.784%	275,776.51	258,210.70	0.784%
473142QX8	MUNICIPAL	Jefferson Cnty Consol Sch Distr	0.950%	3/1/2025	280,000.00	275,758.00	0.950%	280,000.00	264,605.60	0.950%
3133EM3E0	AGCY CALL	FFCB	0.610%	5/23/2025	999,907.49	979,925.00	0.613%	999,914.30	940,023.00	0.613%
57604TAB2	MUNICIPAL	State of Mass Transportation	5.203%	6/1/2025	1,144,396.61	1,126,220.00	0.900%	1,133,956.19	1,066,640.00	0.900%
882874KQ2	MUNICIPAL	Texas Woman's University	4.000%	7/1/2025	352,845.07	351,691.20	0.530%	350,161.40	333,893.70	0.530%
20772KJX8	MUNICIPAL	State of Connecticut	2.098%	7/1/2025	245,334.60	240,073.65	0.820%	244,604.46	229,439.90	0.820%
91476PDR6	MUNICIPAL	University Okla	3.023%	7/1/2025	306,397.35	303,042.00	2.383%	305,954.58	300,438.00	2.383%
3136G4A45	AGCY CALL	FNMA	0.710%	7/22/2025	1,499,946.38	1,477,146.00	0.711%	1,499,950.10	1,416,073.50	0.711%
345102PG6	MUNICIPAL	Foothill-De Anza Community	0.906%	8/1/2025	704,764.91	692,440.00	0.713%	704,435.46	661,430.00	0.713%
235308D75	MUNICIPAL	Dallas ISD	4.000%	8/15/2025	3,073,909.70	3,016,145.00	0.700%	2,542,309.93	2,870,752.50	0.700%
150461M57	MUNICIPAL	City of Cedar Park, TX	2.950%	8/15/2025	2,555,696.74	2,511,464.80	0.630%	3,051,776.12	2,389,618.00	0.630%
3136G4N74	AGCY CALL	FNMA	0.560%	8/21/2025	1,500,000.00	1,467,841.50	0.560%	1,500,000.00	1,403,929.50	0.560%
3136G4V59	AGCY CALL	FNMA	0.625%	8/27/2025	1,500,000.00	1,471,320.00	0.625%	1,500,000.00	1,408,983.00	0.625%
3134GWUG9	AGCY CALL	FHLMC	0.570%	9/24/2025	2,000,000.00	1,954,654.00	0.570%	2,000,000.00	1,864,868.00	0.570%
088632CT9	MUNICIPAL	Bi-State Development Agency	1.344%	10/1/2025	1,544,810.72	1,519,540.50	0.990%	1,543,509.05	1,446,386.25	0.990%
23542JQP3	MUNICIPAL	City of Dallas Waterwork	1.007%	10/1/2025	1,364,296.26	1,338,417.00	0.720%	1,363,352.79	1,277,032.50	0.720%
64971M5K4	MUNICIPAL	NYC Transit Fin Authority	5.075%	11/1/2025	599,930.23	586,456.00	0.978%	594,795.36	554,372.00	0.978%
207580AR2	MUNICIPAL	CT Green Bank Rev Bonds	1.200%	11/15/2025	200,000.00	198,040.00	1.200%	200,000.00	188,112.00	1.200%
3130AP2G9	AGCY CALL	FHLB	0.750%	12/30/2025	1,000,000.00	982,226.00	0.750%	1,000,000.00	938,649.00	0.750%
650009S20	MUNICIPAL	NY Thruway Authority	2.406%	1/1/2026	420,376.43	411,944.00	1.100%	419,125.32	388,560.00	1.100%
68189TBA3	MUNICIPAL	Omaha NE Spl Oblg	6.400%	2/1/2026	865,791.87	856,819.20	1.150%	677,130.04	650,202.60	1.150%
419791YT9	MUNICIPAL	Hawaii St	5.330%	2/1/2026	1,762,406.18	1,731,900.00	0.950%	1,746,591.89	1,633,260.00	0.950%
64971WDP2	MUNICIPAL	NYC Transit Fin Authority	3.780%	2/1/2026	753,067.61	738,192.00	1.839%	749,910.01	709,352.00	1.839%
70914PME9	MUNICIPAL	Penn St GO	4.650%	2/15/2026	1,956,267.31	1,936,728.00	0.700%	1,615,361.70	1,535,165.25	0.700%
894673TA0	MUNICIPAL	Tredyffrin/Easttown School	1.159%	2/15/2026	277,141.45	270,426.75	0.965%	277,013.15	257,433.00	0.965%
067167YR1	MUNICIPAL	Barbers Hill TX ISD GO	4.000%	2/15/2026	562,558.04	553,285.00	0.900%	558,820.98	523,905.00	0.900%
473142QY6	MUNICIPAL	Jefferson Cnty Consol Sch Distr	1.200%	3/1/2026	300,000.00	295,392.00	1.200%	300,000.00	281,091.00	1.200%
61945DAZ4	MUNICIPAL	Mosaic District Dev Authority	1.711%	3/1/2026	256,199.91	247,890.00	1.100%	255,834.75	235,912.50	1.100%
485106UX4	MUNICIPAL	Kansas City	1.475%	4/1/2026	1,016,783.97	993,880.00	1.070%	1,015,815.49	945,030.00	1.070%
46873TAD5	MUNICIPAL	Jackson Energy Authority	3.400%	4/1/2026	2,009,711.63	1,991,932.25	2.307%	2,004,930.95	1,953,143.50	2.307%
6817126Z3	MUNICIPAL	Omaha GO	0.983%	4/15/2026	752,605.02	738,270.00	0.900%	752,455.13	701,865.00	0.900%
3133EMXQ0	AGCY CALL	FFCB	0.940%	4/28/2026	1,000,000.00	988,446.00	0.940%	1,000,000.00	943,927.00	0.940%
3130AMDE9	AGCY CALL	FHLB	0.500%	5/12/2026	1,500,000.00	1,489,759.50	1.191%	1,500,000.00	1,429,860.00	1.191%
83754LAX5	MUNICIPAL	SD Educational Enhancement	1.495%	6/1/2026	1,007,688.59	980,220.00	1.315%	1,007,263.41	921,270.00	1.315%
3130AMMJ8	AGCY CALL	FHLB	0.400%	6/9/2026	1,000,000.00	988,467.00	1.053%	1,000,000.00	948,127.00	1.053%
3130AMMW9	AGCY CALL	FHLB	0.500%	6/10/2026	1,500,000.00	1,492,101.00	1.194%	1,500,000.00	1,435,105.50	1.194%
56042RJ52	MUNICIPAL	Maine Health & Higher Edu	1.304%	7/1/2026	202,225.81	198,930.00	1.050%	202,104.56	186,776.00	1.050%
86666PAE8	MUNICIPAL	Sun City Fire District AZ Maricopa Cr	1.541%	7/1/2026	503,586.14	496,135.00	1.541%	503,392.21	471,275.00	1.541%
3130AN5K2	AGCY CALL	FHLB	0.300%	7/20/2026	1,500,000.00	1,496,338.50	1.254%	1,500,000.00	1,444,180.50	1.254%
795451AK9	CD	Sallie Mae Bank	1.100%	8/11/2026	245,000.00	243,417.06	1.100%	245,000.00	229,734.79	1.100%
38149MZJ5	CD	Goldman Sachs Bank	1.050%	9/8/2026	245,000.00	242,685.98	1.050%	245,000.00	228,930.21	1.050%
856285XL0	CD	State Bank of India	1.150%	9/28/2026	245,000.00	243,673.57	1.150%	245,000.00	229,748.75	1.150%
3130AP6D2	AGCY CALL	FHLB	1.000%	9/30/2026	1,000,000.00	986,793.00	1.000%	1,000,000.00	939,968.00	1.000%
798111HF0	MUNICIPAL	San Joaquin Hills Transportation Con	2.153%	1/15/2027	-	-	0.000%	756,919.91	715,710.00	1.950%
3130AQJ87	AGCY CALL	FHLB	1.600%	1/19/2027	-	-	0.000%	1,000,000.00	962,696.00	1.600%
3130AQPR8	AGCY CALL	FHLB	1.300%	2/18/2027	-	-	0.000%	1,000,000.00	971,983.00	2.064%
3130ARCD1	AGCY CALL	FHLB	2.000%	3/29/2027	-	-	0.000%	1,000,000.00	996,460.00	3.252%

Total for Pooled Funds

120,896,570.47 120,014,074.04 0.544% 128,974,070.85 125,467,231.40 0.719%

TOWN OF ADDISON
Earned Income
From 12/31/2021 to 03/31/2022

CUSIP	Security Type	Security Description	Beg Accrued	Interest Purchased	Interest Earned	Interest Rec'd	End Accrued	Accr/Amort	Interest Rev
LOGIC	LGIP	LOGIC	-	-	4,779.52	4,779.52	-	-	4,779.52
TEXPOOL	LGIP	TexPool	-	-	210.86	210.86	-	-	210.86
TEXSTAR	LGIP	TexSTAR	-	-	107.21	107.21	-	-	107.21
TXCLASS	LGIP	Texas CLASS	-	-	11,078.93	11,078.93	-	-	11,078.93
473142QU4	MUNICIPAL	Jefferson Cnty Consol Sch Distr	110.00	-	55.00	165.00	-	-	55.00
114727VY3	MUNICIPAL	Broome Cnty GO	9,128.80	-	3,395.01	-	12,523.81	(2,374.78)	1,020.23
56042RH96	MUNICIPAL	Maine Health Tax	442.74	-	179.49	442.77	179.46	-	179.49
052403GX4	MUNICIPAL	Austin Comm Clg	39,062.50	-	23,437.50	46,875.00	15,625.00	(21,103.43)	2,334.07
207580AN1	MUNICIPAL	CT Green Bank Rev Bonds	55.48	-	108.51	-	163.99	-	108.51
3133EFUJ4	AGCY BULET	FFCB	358.33	-	16,125.00	-	16,483.33	(11,735.40)	4,389.60
882669BR4	MUNICIPAL	TX Pub Fin Auth	2,383.36	-	1,430.01	2,860.00	953.37	-	1,430.01
473142QV2	MUNICIPAL	Jefferson Cnty Consol Sch Distr	390.00	-	292.50	585.00	97.50	-	292.50
3130ADRG9	AGCY BULET	FHLB	38,156.25	-	30,937.50	61,875.00	7,218.75	(21,322.62)	9,614.88
91435LAG2	CD	Greenstate Credit Union	586.88	-	1,830.00	1,804.93	611.95	(1,458.65)	371.35
427908EE4	MUNICIPAL	County of Hernando	76.03	-	228.12	-	304.15	-	228.12
034577AK2	CD	ANECA Federal Credit Union	202.20	-	1,968.00	-	2,170.20	(1,616.34)	351.66
56042RJ29	MUNICIPAL	Maine Health Tax	784.70	-	318.12	784.71	318.11	-	318.12
73358W4V3	MUNICIPAL	Port Auth of NY & NJ Rev Bonds	5,430.01	-	2,715.00	5,430.00	2,715.01	(1,815.84)	899.16
3135G05R0	AGCY CALL	FNMA	3,525.00	-	2,250.00	4,500.00	1,275.00	486.74	2,736.74
3130AJZJ1	AGCY CALL	FHLB	2,986.65	-	2,133.33	4,266.67	853.31	111.78	2,245.11
207580AP6	MUNICIPAL	CT Green Bank Rev Bonds	210.84	-	412.50	-	623.34	-	412.50
084244HX3	MUNICIPAL	Berkeley Cnty Rev	745.74	-	2,237.16	-	2,982.90	(1,192.93)	1,044.23
64763FTY5	MUNICIPAL	New Orleans GO	1,500.00	-	4,500.00	-	6,000.00	(3,897.54)	602.46
882669BS2	MUNICIPAL	TX Pub Fin Auth	2,095.87	-	1,257.51	2,515.00	838.38	-	1,257.51
473142QW0	MUNICIPAL	Jefferson Cnty Consol Sch Distr	433.31	-	324.99	650.00	108.30	-	324.99
20772GE61	MUNICIPAL	State of Connecticut	20,330.40	-	17,261.64	34,523.25	3,068.79	(15,589.37)	1,672.27
3130AND72	AGCY CALL	FHLB	1,815.54	-	1,074.99	2,150.00	740.53	-	1,074.99
427908EF1	MUNICIPAL	County of Hernando	122.72	-	368.13	-	490.85	-	368.13
56042RJ37	MUNICIPAL	Maine Health Tax	1,096.16	-	444.39	1,096.13	444.42	-	444.39
927781VU5	MUNICIPAL	Virginia ST Clg Bldg Auth Rev	11,954.15	-	8,965.62	17,931.25	2,988.52	(7,671.75)	1,293.87
05580AD68	CD	BMW Bank of North America	464.48	-	398.13	789.71	72.90	-	398.13
87165FA20	CD	Synchrony Bank	464.48	-	398.13	789.71	72.90	-	398.13
64966H4M9	MUNICIPAL	City of New York	70,153.28	-	70,153.29	-	140,306.57	(61,791.03)	8,362.26
20775C6C3	MUNICIPAL	Connecticut St Housing Auth	803.85	-	1,572.75	-	2,376.60	(1,039.77)	532.98
207580AQ4	MUNICIPAL	CT Green Bank Rev Bonds	298.67	-	584.37	-	883.04	-	584.37
3130AMJX1	AGCY CALL	FHLB	595.83	-	2,437.50	-	3,033.33	-	2,437.50
365820HB8	MUNICIPAL	Garfield Heights GO	344.43	-	1,937.49	-	2,281.92	(906.80)	1,030.69
3133EMZ70	AGCY CALL	FFCB	1,880.00	-	1,200.00	2,400.00	680.00	73.44	1,273.44
57419TDX6	MUNICIPAL	Maryland Community Dev	1,941.56	-	1,456.17	2,912.35	485.38	(914.46)	541.71
473142QX8	MUNICIPAL	Jefferson Cnty Consol Sch Distr	886.69	-	665.01	1,330.00	221.70	-	665.01
3133EM3E0	AGCY CALL	FFCB	643.88	-	1,524.99	-	2,168.87	6.81	1,531.80
57604TAB2	MUNICIPAL	State of Mass Transportation	4,335.81	-	13,007.49	-	17,343.30	(10,440.42)	2,567.07
91476PDR6	MUNICIPAL	University Okla	4,534.50	-	2,267.25	4,534.50	2,267.25	(442.77)	1,824.48
882874KQ2	MUNICIPAL	Texas Woman's University	8,015.00	-	3,150.00	8,015.00	3,150.00	(2,683.67)	466.33

CUSIP	Security Type	Security Description	Beg Accrued	Interest Purchased	Interest Earned	Interest Rec'd	End Accrued	Accr/Amort	Interest Rev
20772KJX8	MUNICIPAL	State of Connecticut	2,465.17	-	1,232.58	2,465.15	1,232.60	(730.14)	502.44
3136G4A45	AGCY CALL	FNMA	4,703.75	-	2,662.50	5,325.00	2,041.25	3.72	2,666.22
345102PG6	MUNICIPAL	Foothill-De Anza Community	2,642.50	-	1,585.50	3,171.00	1,057.00	(329.45)	1,256.05
235308D75	MUNICIPAL	Dallas ISD	41,555.58	-	27,500.01	55,000.00	14,055.59	(22,133.58)	5,366.43
150461M57	MUNICIPAL	City of Cedar Park	26,300.92	-	17,405.01	34,810.00	8,895.93	(13,386.81)	4,018.20
3136G4N74	AGCY CALL	FNMA	3,033.33	-	2,100.00	4,200.00	933.33	-	2,100.00
3136G4V59	AGCY CALL	FNMA	3,229.17	-	2,343.75	4,687.50	885.42	-	2,343.75
3134GWUG9	AGCY CALL	FHLMC	3,071.67	-	2,850.00	5,700.00	221.67	-	2,850.00
088632CT9	MUNICIPAL	Bi-State Development Agency	5,124.00	-	5,124.00	-	10,248.00	(1,301.67)	3,822.33
23542JQP3	MUNICIPAL	City of Dallas Waterwork	3,398.67	-	3,398.64	-	6,797.31	(943.47)	2,455.17
64971M5K4	MUNICIPAL	NYC Transit Fin Authority	4,398.36	-	6,597.51	-	10,995.87	(5,134.87)	1,462.64
207580AR2	MUNICIPAL	CT Green Bank Rev Bonds	306.66	-	600.00	-	906.66	-	600.00
3130AP2G9	AGCY CALL	FHLB	1,895.83	-	1,875.00	3,750.00	20.83	-	1,875.00
650009S20	MUNICIPAL	NY Thruway Authority	4,812.00	-	2,406.00	4,812.00	2,406.00	(1,251.11)	1,154.89
68189TBA3	MUNICIPAL	Omaha NE Spl Oblg	21,200.00	-	10,800.00	25,440.00	6,560.00	(8,661.83)	2,138.17
419791YT9	MUNICIPAL	Hawaii St	33,312.50	-	19,987.50	39,975.00	13,325.00	(15,814.29)	4,173.21
64971WDP2	MUNICIPAL	NYC Transit Fin Authority	11,025.00	-	6,615.00	13,230.00	4,410.00	(3,157.60)	3,457.40
70914PME9	MUNICIPAL	Penn St GO	31,387.50	-	19,035.94	41,850.00	8,573.44	(15,905.61)	3,130.33
894673TA0	MUNICIPAL	Tredyffrin/Easttown School	1,204.05	-	796.80	1,593.63	407.22	(128.30)	668.50
067167YR1	MUNICIPAL	Barbers Hill TX ISD GO	7,555.58	-	5,000.01	10,000.00	2,555.59	(3,737.06)	1,262.95
473142QY6	MUNICIPAL	Jefferson Cnty Consol Sch Distr	1,200.00	-	900.00	1,800.00	300.00	-	900.00
61945DAZ4	MUNICIPAL	Mosaic District Dev Authority	1,425.85	-	1,069.38	2,138.75	356.48	(365.16)	704.22
485106UX4	MUNICIPAL	Kansas City	3,646.55	-	3,687.51	-	7,334.06	(968.48)	2,719.03
46873TAD5	MUNICIPAL	Jackson Energy Authority	16,362.51	-	16,362.51	-	32,725.02	(4,780.68)	11,581.83
6817126Z3	MUNICIPAL	Omaha GO	1,556.45	-	1,843.14	-	3,399.59	(149.89)	1,693.25
3133EMXQ0	AGCY CALL	FFCB	1,644.97	-	2,349.99	-	3,994.96	-	2,349.99
3130AMDE9	AGCY CALL	FHLB	1,000.00	-	1,875.00	-	2,875.00	-	1,875.00
83754LAX5	MUNICIPAL	SD Educational Enhancement	1,245.82	-	3,737.49	-	4,983.31	(425.18)	3,312.31
3130AMMJ8	AGCY CALL	FHLB	233.31	-	999.99	-	1,233.30	-	999.99
3130AMMW9	AGCY CALL	FHLB	520.84	-	2,343.75	-	2,864.59	-	2,343.75
56042RJ52	MUNICIPAL	Maine Health & Higher Edu	1,608.25	-	651.99	1,608.27	651.97	(121.25)	530.74
3130AN5K2	AGCY CALL	FHLB	2,012.50	-	1,125.00	2,250.00	887.50	-	1,125.00
795451AK9	CD	Sallie Mae Bank	1,055.42	-	673.74	1,358.58	370.58	-	673.74
38149MZJ5	CD	Goldman Sachs Bank	814.64	-	643.14	1,275.68	182.10	-	643.14
856285XL0	CD	State Bank of India	735.68	-	704.37	1,397.17	42.88	-	704.37
3130AP6D2	AGCY CALL	FHLB	2,527.77	-	2,499.99	5,000.00	27.76	-	2,499.99
3130APAF2	AGCY CALL	FHLB	1,213.33	-	1,299.99	-	2,513.32	-	1,299.99
742404AK2	MUNICIPAL	Princeton Theological	20,525.00	-	10,262.49	20,525.00	10,262.49	(8,706.68)	1,555.81
86666PAC2	MUNICIPAL	Sun City Fire District AZ Maricopa Cn	1,062.36	-	1,648.50	-	2,710.86	(130.30)	1,518.20
86666PAE8	MUNICIPAL	Sun City Fire District AZ Maricopa Cn	1,375.08	-	2,133.75	-	3,508.83	(193.93)	1,939.82
79770GJA5	MUNICIPAL	San Francisco & CA County Redevelc	260.06	-	1,462.83	-	1,722.89	(250.39)	1,212.44
3130ARCD1	AGCY CALL	FHLB	-	-	55.56	-	55.56	-	55.56
46256QLX2	MUNICIPAL	State of Iowa Hospital Rev	-	50.00	116.67	-	166.67	377.37	494.04
64763FQE2	MUNICIPAL	City of New Orleans Tax Limited Ref	-	987.11	2,714.56	-	3,701.67	(2,155.30)	559.26
64972C3F8	MUNICIPAL	NYC Housing Dev Rev	-	19,223.60	3,481.44	-	22,705.04	(2,552.90)	928.54
549104TM9	CD	Luana Savings Bank	-	149.48	33.07	-	182.55	216.21	249.28
3130AQPR8	AGCY CALL	FHLB	-	-	1,588.89	-	1,588.89	-	1,588.89
70962LBA9	CD	Pentagon Federal Credit Union	-	-	518.93	495.03	23.90	-	518.93
798111HF0	MUNICIPAL	San Joaquin Hills Transportation Corr	-	1,435.33	3,005.24	-	4,440.57	(257.59)	2,747.65

CUSIP	Security Type	Security Description	Beg Accrued	Interest Purchased	Interest Earned	Interest Rec'd	End Accrued	Accr/Amort	Interest Rev
3130AQFK4	AGCY CALL	FHLB	-	-	1,519.99	-	1,519.99	74.61	1,594.60
3130AQJ87	AGCY CALL	FHLB	-	-	3,199.99	-	3,199.99	-	3,199.99
Total for Pooled Funds			513,994.75	21,845.52	455,603.75	519,260.26	472,183.76	(280,320.41)	175,283.34

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PORTFOLIO REVIEW AND ANALYSIS

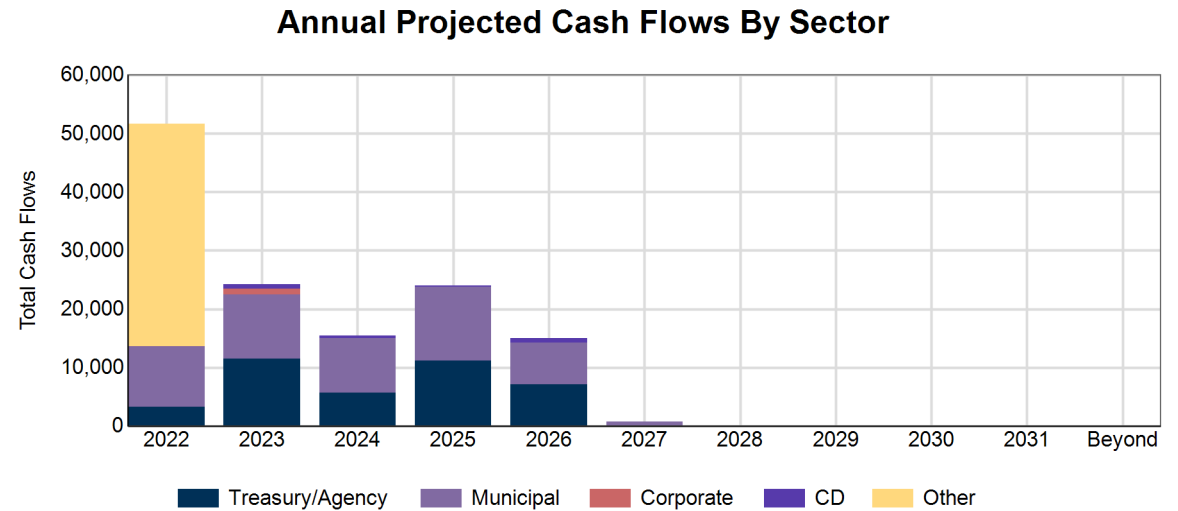
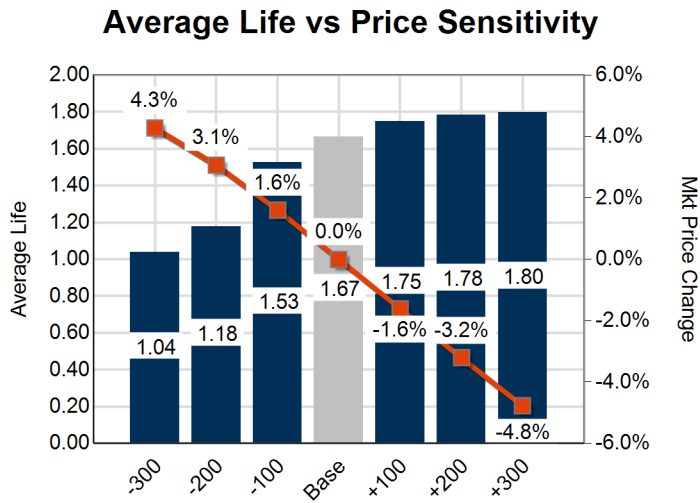
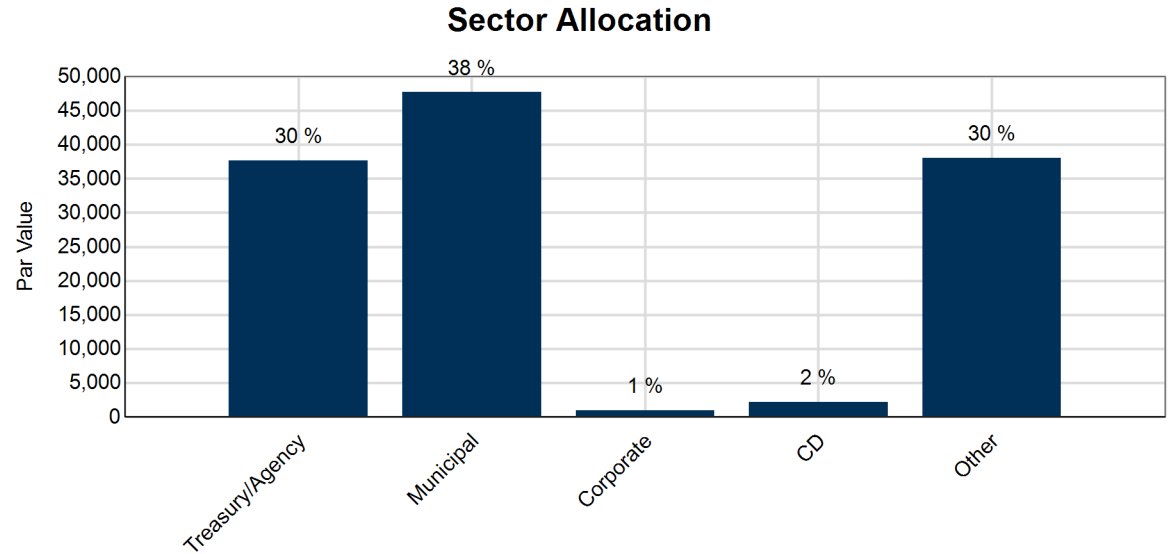
Town of Addison
Dallas, TX

As of Date: 03/31/2022 | Pricing as of: 03/31/2022 | Date of Analysis: 04/11/2022



Portfolio Overview

Book Value	128,974
# Securities	91
Average Size (Book)	1,417
Book Yield	0.62
Market Yield	1.84
\$ Gain/Loss	-3,678
% Gain/Loss	-2.9%
Average Life	1.67
Average Life +300bps	1.80
% Price Change +100bps	-1.62
% Price Change +300bps	-4.78
Effective Duration	1.61
Effective Convexity	-0.02
AFS / HTM%	30% / 70%
Fixed / Floating	100% / 0%
ESG/Green Par (000's)	\$899 / \$899



Historical Portfolio Overview

	03/31/2022	02/28/2022	01/31/2022	12/31/2021
Book Value	128,974	130,973	127,515	120,897
Book Yield	0.62	0.48	0.49	0.46
Book Yield (+100)	0.69	0.49	0.51	0.49
Book Yield (+300)	0.71	0.56	0.56	0.55
Book Yield (-100)	0.61	0.45	0.50	0.53
WAL	1.67	1.61	1.62	1.51
WAL (+100)	1.75	1.69	1.77	1.82
WAL (+300)	1.80	1.78	1.84	1.90
WAL (-100)	1.53	1.23	1.17	1.18
% Price Change (+100)	-1.6%	-1.6%	-1.7%	-1.7%
% Price Change (+300)	-4.8%	-4.8%	-5.0%	-5.1%
% Price Change (-100)	1.6%	1.5%	1.6%	1.5%
Effective Duration	1.61	1.56	1.64	1.65
Effective Convexity	-0.02	-0.08	-0.05	-0.05
\$ Gain/Loss	-3,678	-2,152	-1,736	-806
% Gain/Loss	-2.9%	-1.6%	-1.4%	-0.7%
Principal Cash Flow 2 yrs out	63%	64%	62%	66%
Principal Cash Flow 2 yrs out (+100)	59%	63%	60%	58%
Principal Cash Flow 2 yrs out (+300)	59%	60%	58%	56%
Principal Cash Flow 2 yrs out (-100)	65%	80%	78%	76%

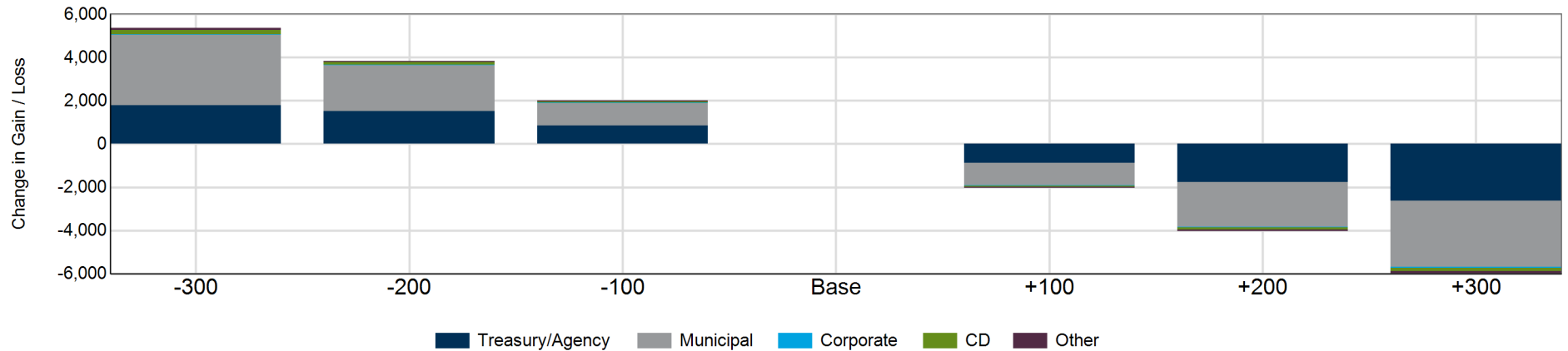
Portfolio Sector Summary

Sector	Portfolio				Book		Market		% Price Change			Gain/(Loss)		Effective			AFS
	%	Par Value	Cpn	Maturity	Value	Yield	Value	Yield	-100	+100	+300	\$	%	WAL	Dur	Cvx	%
Agency Bullet (2)	5.9%	7,500	2.51	0.9 yrs	7,615	0.74	7,563	1.55	0.9	-0.9	-2.6	-52	-0.7%	0.87	0.87	0.01	0 %
Callable Agency (16)	17.9%	22,667	0.61	2.8 yrs	22,662	0.62	21,584	2.44	2.6	-2.6	-7.7	-1,078	-4.8%	2.75	2.61	-0.04	0 %
Agency Step (6)	5.9%	7,500	0.78	4.4 yrs	7,500	1.38	7,162	2.76	3.1	-3.6	-10.8	-338	-4.5%	3.32	3.41	-0.47	0 %
Treasury/Agency (24)	29.8%	37,667	1.02	2.7 yrs	37,777	0.80	36,309	2.32	2.3	-2.4	-7.2	-1,468	-3.9%	2.49	2.40	-0.11	0 %
GM REV (1)	0.2%	315	4.00	3.3 yrs	350	0.68	333	2.79	3.1	-3.0	-8.7	-18	-5.0%	3.25	3.03	0.11	0 %
Taxable GO (21)	19.5%	24,718	3.75	2.8 yrs	26,266	0.59	25,025	2.68	2.2	-2.1	-6.2	-1,241	-4.7%	2.29	2.17	0.07	0 %
Taxable REV (34)	17.9%	22,664	2.05	2.6 yrs	23,282	0.58	22,356	2.51	2.2	-2.2	-6.6	-926	-4.0%	2.16	2.16	0.00	0 %
Municipal (56)	37.7%	47,697	2.94	2.7 yrs	49,898	0.59	47,713	2.60	2.2	-2.2	-6.4	-2,185	-4.4%	2.24	2.17	0.04	0 %
Services (1)	0.8%	1,000	4.11	1.3 yrs	1,044	0.60	1,018	2.63	1.3	-1.2	-3.7	-26	-2.5%	1.25	1.23	0.02	0 %
Corporate (1)	0.8%	1,000	4.11	1.3 yrs	1,044	0.60	1,018	2.63	1.3	-1.2	-3.7	-26	-2.5%	1.25	1.23	0.02	0 %
NCD (9)	1.7%	2,204	1.36	2.8 yrs	2,213	0.95	2,213	0.95	2.8	-2.7	-7.7	0	0.0%	2.78	2.71	0.10	0 %
CD (9)	1.7%	2,204	1.36	2.8 yrs	2,213	0.95	2,213	0.95	2.8	-2.7	-7.7	0	0.0%	2.78	2.71	0.10	0 %
Cash & Other (1)	30.0%	38,042	0.45	0.1 yrs	38,042	0.45	38,042	0.45	0.1	-0.1	-0.2	0	0.0%	0.08	0.08	0.00	100 %
Other (1)	30.0%	38,042	0.45	0.1 yrs	38,042	0.45	38,042	0.45	0.1	-0.1	-0.2	0	0.0%	0.08	0.08	0.00	100 %
Total (91)	100.0%	126,610	1.60	1.9 yrs	128,974	0.62	125,296	1.84	1.6	-1.6	-4.8	-3,678	-2.9%	1.67	1.61	-0.02	30 %

Shocked Analysis

	-300	-200	-100	Base	+100	+200	+300
Par Value	126,610	126,610	126,610	126,610	126,610	126,610	126,610
Book Value	128,974	128,974	128,974	128,974	128,974	128,974	128,974
Market Value	130,659	129,143	127,301	125,296	123,271	121,267	119,307
Gain/(Loss)	1,685	169	-1,673	-3,678	-5,703	-7,707	-9,667
Gain/(Loss) %	1.3%	0.1%	-1.3%	-2.9%	-4.4%	-6.0%	-7.5%
Gain/(Loss) % - Chg from Base	4.3%	3.1%	1.6%	0.0%	-1.6%	-3.2%	-4.8%
Book Price	101.87	101.87	101.87	101.87	101.87	101.87	101.87
Book Yield	0.65	0.61	0.61	0.62	0.69	0.70	0.71
Market Price	103.20	102.00	100.55	98.96	97.36	95.78	94.23
Market Yield	-1.79	-0.28	0.87	1.84	2.83	3.81	4.81
WAL	1.04	1.18	1.53	1.67	1.75	1.78	1.80

Change in Gain/Loss by Rate Shock Scenario

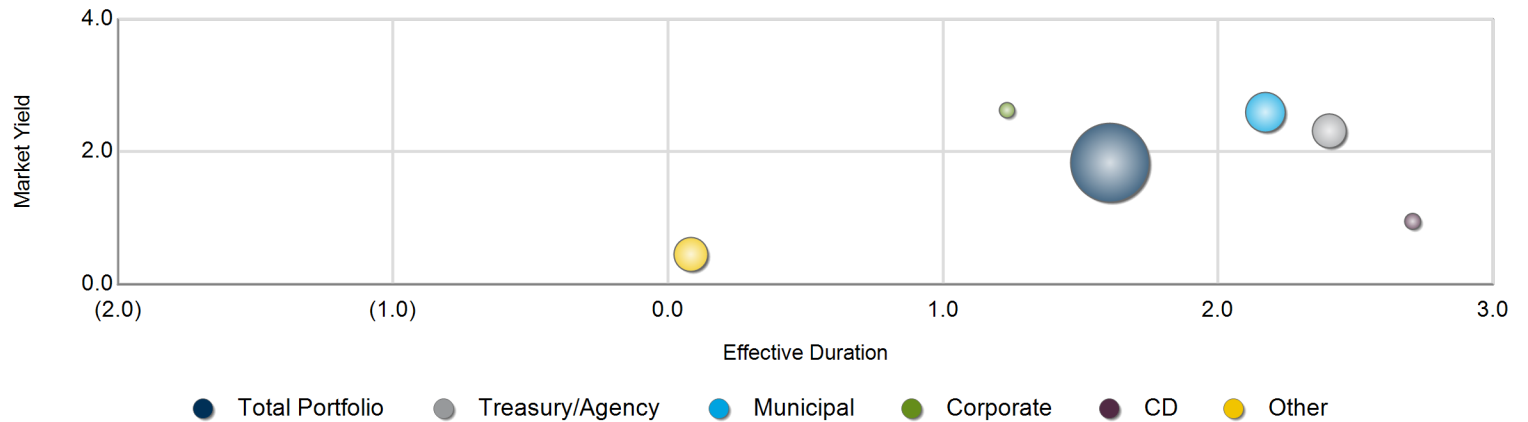


Price Risk & Market Value Change by Sector

Sector	AFS						HTM					
	% Change in Market Value from Level					Eff Dur	% Change in Market Value from Level					Eff Dur
	-100	Mkt Value	+100	+200	+300		-100	Mkt Value	+100	+200	+300	
Treasury/Agency							2.3%	36,309	-2.4%	-4.9%	-7.3%	2.4%
Municipal							2.2%	47,713	-2.2%	-4.3%	-6.4%	2.2%
Corporate							1.3%	1,018	-1.2%	-2.5%	-3.7%	1.2%
CD							2.8%	2,213	-2.7%	-5.2%	-7.7%	2.7%
Other	0.1%	38,042	-0.1%	-0.2%	-0.3%	0.1%						
Total	0.1%	38,042	-0.1%	-0.2%	-0.3%	0.1%	2.3%	87,254	-2.3%	-4.6%	-6.8%	2.3%
Scenario Market Val	38,074	38,042	38,011	37,979	37,948		89,227	87,254	85,260	83,288	81,359	
Scenario Gain/Loss	32	0	-32	-63	-95		-1,705	-3,678	-5,671	-7,644	-9,572	

Total Portfolio (AFS + HTM):	
% Change in Market Val from Level	
-200 bps	3.1%
-100 bps	1.6%
Level Market Val	125,296
+100 bps	-1.6%
+200 bps	-3.2%
+300 bps	-4.8%
+400 bps	
Effective Duration	1.61
Effective Convexity	-0.02

Risk/Reward Analysis



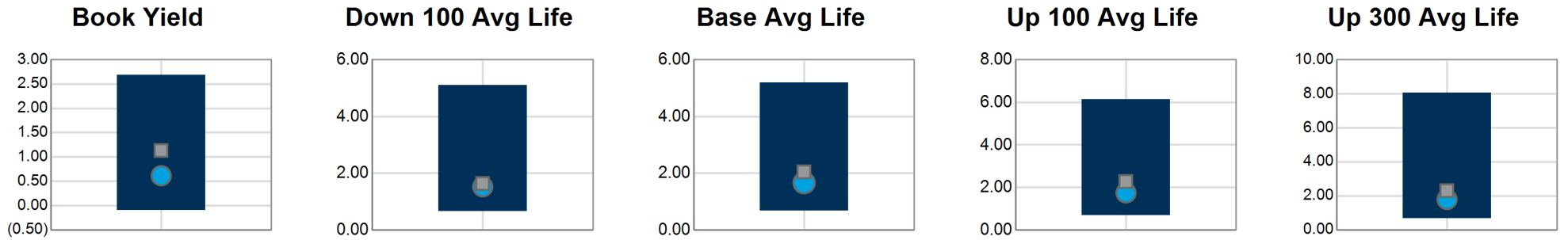
Peer Group Comparison

Peer	As of Date	Book Value	G/L %	Book Yield	Average Life			% Price Change			Effective		UST Agy	Fix MBS	Fix ARM	Fix CMO	Flt CMO	Agy CMBS	Sm Bus.	Prv Label	Muni	Corp	CD &		% Fixed	% AFS
					Base	-100	+300	-100	+100	+300	Dur	Cvx											Oth	Oth		
1	12/21	123,743	-0.9	0.77	2.2	1.3	3.0	1.8	-2.6	-7.9	2.5	-0.4	57%	0%	0%	0%	0%	0%	0%	0%	15%	18%	11%	99%	100%	
2	02/22	136,932	-2.3	1.05	2.5	1.2	3.2	2.4	-2.8	-8.4	2.7	-0.4	99%	0%	0%	0%	0%	0%	0%	0%	0%	0%	1%	100%	100%	
3	12/21	107,680	-1.1	0.71	2.2	1.5	2.8	2.1	-2.5	-7.6	2.5	-0.1	37%	0%	0%	0%	0%	0%	0%	0%	0%	29%	34%	100%	100%	
4	01/22	157,643	-0.5	1.27	1.6	1.1	1.8	1.5	-1.6	-4.9	1.6	0.0	87%	0%	0%	0%	0%	0%	0%	0%	6%	0%	7%	100%	100%	
5	02/22	162,095	-0.8	0.68	1.8	1.5	1.9	1.5	-1.4	-4.2	1.5	0.6	39%	2%	0%	5%	1%	20%	0%	0%	0%	33%	0%	76%	100%	
6	01/22	84,587	-0.7	2.68	2.6	2.2	2.7	2.6	-2.6	-7.5	2.6	0.1	61%	0%	0%	0%	0%	0%	0%	0%	0%	2%	37%	100%	100%	
7	12/21	186,188	0.4	1.57	2.7	2.6	2.7	2.6	-2.6	-7.4	2.6	0.1	68%	0%	0%	0%	0%	0%	0%	0%	10%	11%	10%	100%	100%	
8	02/22	49,923	-0.2	0.93	1.0	0.7	1.1	1.0	-1.1	-3.3	1.1	-0.1	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%	
9	12/21	44,873	-1.1	0.82	2.4	1.1	4.0	2.1	-3.0	-9.6	2.8	-0.5	73%	1%	0%	1%	0%	0%	0%	0%	0%	11%	13%	95%	100%	
10	12/21	44,000	1.2	1.88	2.2	2.1	2.5	2.2	-2.3	-6.7	2.2	-0.1	54%	0%	0%	0%	0%	0%	0%	0%	44%	0%	2%	99%	100%	
11	03/22	42,110	-3.7	1.47	3.3	1.8	3.9	2.7	-3.1	-9.7	3.0	-0.4	99%	0%	0%	0%	0%	0%	0%	0%	0%	0%	1%	100%	100%	
12	12/21	39,276	0.1	1.15	2.2	0.9	3.7	1.6	-2.9	-9.2	2.6	-1.3	62%	0%	0%	0%	0%	0%	0%	0%	1%	0%	37%	99%	100%	
13	03/22	36,078	-5.6	1.01	3.8	3.0	4.0	3.3	-3.5	-10.3	3.4	-0.1	99%	0%	0%	0%	0%	0%	0%	0%	0%	0%	1%	100%	100%	
14	12/21	28,538	-1.2	-0.10	1.2	1.1	1.5	1.2	-1.4	-4.3	1.3	-0.3	18%	0%	0%	0%	0%	0%	0%	0%	57%	1%	25%	99%	100%	
15	02/22	24,842	-0.4	0.98	1.2	0.7	1.3	1.1	-1.3	-3.9	1.3	-0.1	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%	
16	03/22	236,270	-2.1	1.18	1.8	1.6	1.9	1.8	-1.8	-5.1	1.8	0.0	66%	0%	0%	0%	0%	0%	0%	0%	0%	5%	29%	100%	100%	
17	02/22	15,289	-2.4	1.41	3.0	3.0	3.0	3.0	-2.8	-8.2	2.9	0.1	0%	0%	0%	0%	0%	0%	0%	0%	44%	30%	26%	100%	100%	
18	02/22	13,335	-1.1	1.17	2.2	2.2	2.2	2.2	-2.1	-6.1	2.1	0.1	0%	0%	0%	0%	0%	0%	0%	0%	28%	33%	39%	100%	100%	
19	12/21	11,210	0.6	1.49	0.7	0.7	0.7	0.7	-0.7	-2.0	0.7	0.0	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%	
20	03/22	11,000	-5.7	0.81	3.7	3.0	3.8	3.4	-3.4	-10.1	3.4	-0.1	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%	
21	01/22	7,870	0.1	1.20	5.2	5.1	8.0	5.1	-5.0	-14.7	5.0	0.1	0%	0%	0%	0%	0%	0%	0%	0%	83%	3%	13%	100%	100%	
22	12/21	7,541	-0.4	1.31	3.3	3.0	3.5	3.2	-3.3	-9.5	3.3	0.1	17%	0%	0%	0%	0%	0%	0%	0%	0%	3%	79%	100%	100%	
23	03/22	251,581	-3.0	1.80	2.0	2.0	2.0	2.0	-2.0	-5.7	2.0	0.1	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%	
24	03/22	4,792	-6.0	0.77	3.7	3.1	3.7	3.4	-3.4	-10.0	3.4	-0.1	95%	0%	0%	0%	0%	0%	0%	0%	0%	0%	5%	100%	100%	
25	03/22	274,827	-2.0	0.31	1.3	1.1	1.4	1.3	-1.3	-3.9	1.3	0.0	27%	0%	0%	0%	0%	0%	0%	0%	25%	0%	48%	100%	100%	
Avg		84,089	-1.6	1.13	2.4	1.9	2.8	2.2	-2.4	-7.2	2.4	-0.1	62%	0%	0%	0%	0%	1%	0%	0%	13%	7%	17%	99%	100%	
Port		128,974	-2.9	0.62	1.7	1.5	1.8	1.6	-1.6	-4.8	1.6	0.0	29%	0%	0%	0%	0%	0%	0%	0%	39%	1%	31%	100%	29%	
Diff		44,885	-1.3	-0.52	-0.7	-0.4	-1.0	-0.6	0.8	2.4	-0.8	0.1	-33%	0%	0%	0%	0%	-1%	0%	0%	26%	-6%	15%	1%	-71%	

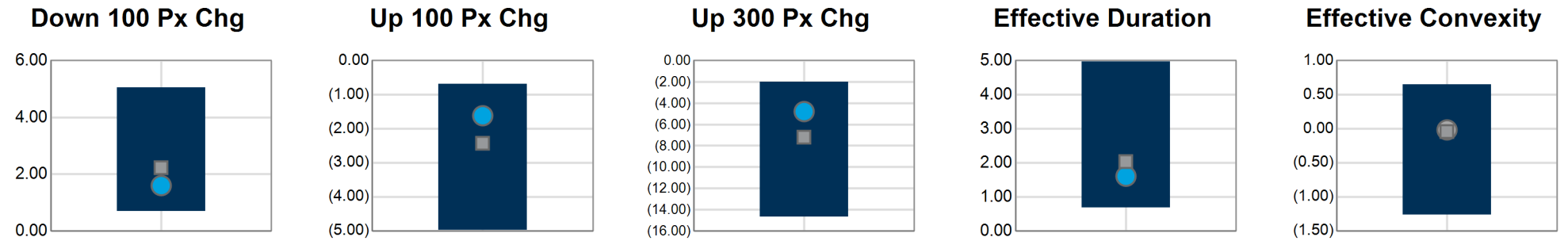
* Peer group includes Public Entytys that have received portfolio analysis from Stifel in the last three months with the closest portfolio book values.

Summary Peer Comparison

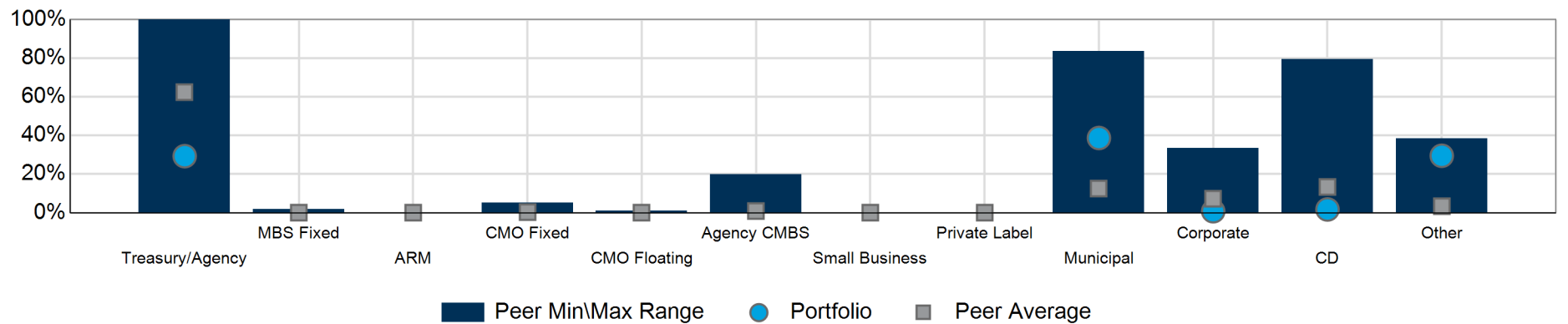
Yield and Average Life Peer Comparison



Price Risk Peer Comparison



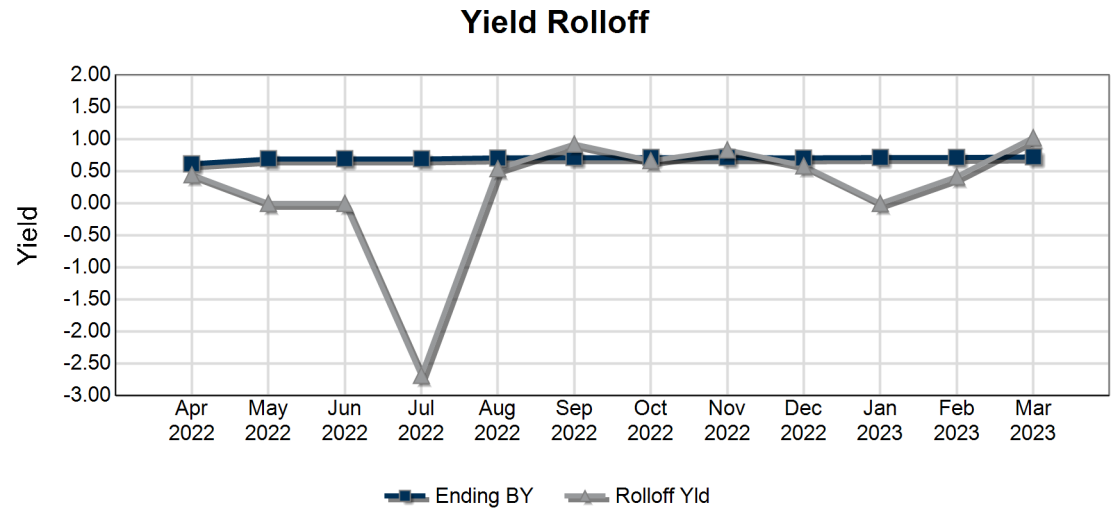
Portfolio vs. Peer Allocations



Each box contains the range of your peer group, the top and bottom of the boxes being the max and min. The gray box is the avg. of your peers within the range and the blue dot represents your position.

Cash Flow and Yield Rolloff - Next 12 Months

Yield Rolloff				
Month	Begin BY	Principal CF	Rolloff Yld	Ending BY
Apr 2022	0.62	39,400	0.45	0.69
May 2022	0.69	0	0.00	0.69
Jun 2022	0.69	0	0.00	0.69
Jul 2022	0.69	500	-2.68	0.71
Aug 2022	0.71	1,875	0.54	0.71
Sep 2022	0.71	1,000	0.92	0.71
Oct 2022	0.71	2,765	0.67	0.71
Nov 2022	0.71	1,794	0.83	0.71
Dec 2022	0.71	3,000	0.59	0.71
Jan 2023	0.71	0	0.00	0.71
Feb 2023	0.71	2,528	0.42	0.72
Mar 2023	0.72	5,760	1.03	0.70



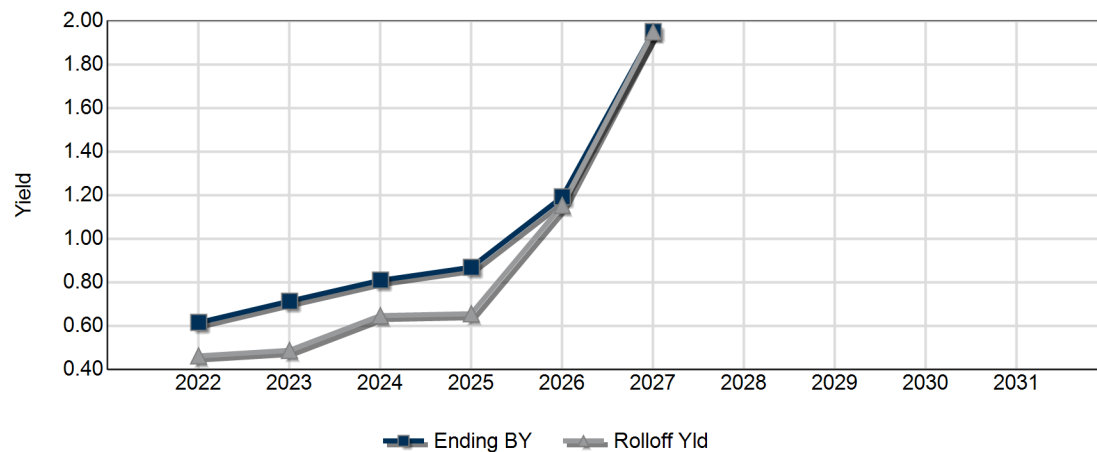
Shocked Principal and Interest Cash Flow Analysis							
Year	-300	-200	-100	Base	+100	+200	+300
Apr 2022	51,319	43,309	39,638	39,638	39,638	39,638	39,638
May 2022	4,057	1,058	55	55	55	55	55
Jun 2022	5,606	2,606	1,106	101	101	101	101
Jul 2022	2,073	3,081	589	589	289	289	289
Aug 2022	5,154	6,664	2,171	2,171	2,171	2,171	2,171
Sep 2022	2,155	1,166	1,166	1,176	1,176	1,176	1,176
Oct 2022	2,970	2,977	2,977	2,977	2,977	2,977	2,977
Nov 2022	1,842	1,845	1,853	1,853	1,853	1,853	1,853
Dec 2022	3,091	3,096	3,103	3,103	3,103	3,103	3,103
Jan 2023	1,063	3,570	1,089	89	89	89	89
Feb 2023	4,255	2,762	9,444	2,777	2,777	2,777	2,777
Mar 2023	4,889	4,903	4,903	5,913	4,913	4,913	4,913

Cash Flow and Yield Rolloff - Next 10 Years

Yield Rolloff

Year	Begin BY	Principal CF	Rolloff Yld	Ending BY
2022	0.62	50,335	0.46	0.71
2023	0.71	22,886	0.49	0.81
2024	0.81	14,475	0.65	0.87
2025	0.87	23,323	0.66	1.19
2026	1.19	14,842	1.15	1.95
2027	1.95	750	1.95	
2028				
2029				
2030				
2031				

Yield Rolloff



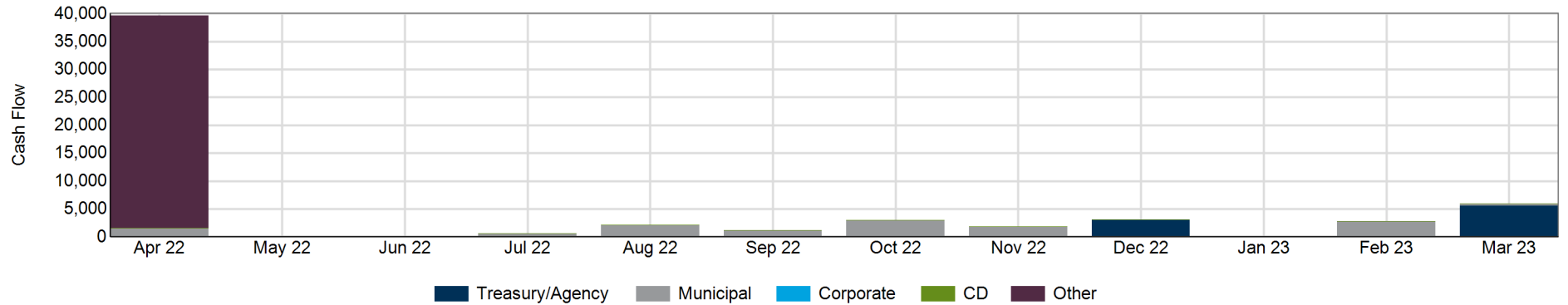
Shocked Principal and Interest Cash Flow Analysis

Year	-300	-200	-100	Base	+100	+200	+300
2022	78,267	65,802	52,656	51,661	51,361	51,361	51,361
2023	20,895	33,481	26,250	24,277	21,161	21,161	21,161
2024	9,775	9,775	20,952	15,471	18,073	14,157	14,158
2025	12,848	12,848	18,449	24,020	22,554	26,608	22,990
2026	7,966	7,966	12,007	15,038	15,572	15,579	19,270
2027	758	758	758	758	2,779	2,779	2,779

Sector Cash Flow and Yield Rolloff - Next 12 Months

		Apr 22	May 22	Jun 22	Jul 22	Aug 22	Sep 22	Oct 22	Nov 22	Dec 22	Jan 23	Feb 23	Mar 23	Bk Yld Chg
Treasury/Agency	Cash Flow	7	7	44	22	27	86	7	11	3,046	31	27	5,586	
	End BY	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.82	0.82	0.82	0.77	-0.03
Municipal	Cash Flow	1,573	47	52	546	2,143	1,084	2,969	1,841	52	37	2,748	322	
	End BY	0.60	0.60	0.60	0.63	0.63	0.63	0.63	0.62	0.62	0.62	0.63	0.63	0.03
Corporate	Cash Flow	0	0	0	21	0	0	0	0	0	21	0	0	
	End BY	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.00
CD	Cash Flow	1	1	5	1	2	5	1	1	5	1	2	5	
	End BY	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.00
Other	Cash Flow	38,057	0	0	0	0	0	0	0	0	0	0	0	
	End BY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	Cash Flow	39,638	55	101	589	2,171	1,176	2,977	1,853	3,103	89	2,777	5,913	
	End BY	0.69	0.69	0.69	0.71	0.71	0.71	0.71	0.71	0.71	0.71	0.72	0.70	0.01

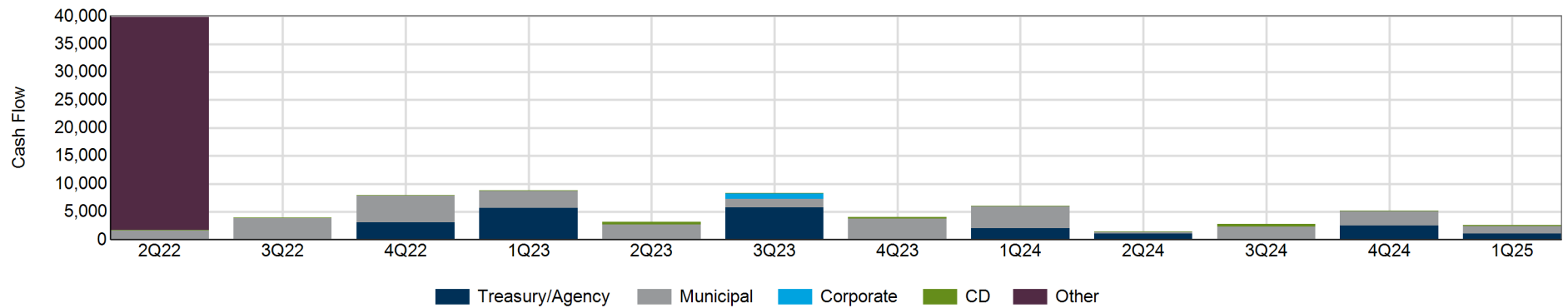
Total Cash Flows By Sector



Sector Cash Flow and Yield Rolloff - Next 3 Years

		2Q22	3Q22	4Q22	1Q23	2Q23	3Q23	4Q23	1Q24	2Q24	3Q24	4Q24	1Q25	Bk Yld Chg
Treasury/Agency	Cash Flow	58	134	3,064	5,643	32	5,737	41	2,063	1,043	50	2,540	1,050	
	End BY	0.80	0.80	0.82	0.77	0.77	0.87	0.87	0.86	0.88	0.88	0.92	0.94	0.14
Municipal	Cash Flow	1,672	3,773	4,862	3,108	2,653	1,552	3,713	3,953	380	2,291	2,647	1,328	
	End BY	0.60	0.63	0.62	0.63	0.72	0.73	0.75	0.80	0.80	0.80	0.82	0.82	0.22
Corporate	Cash Flow	0	21	0	21	0	1,021	0	0	0	0	0	0	
	End BY	0.60	0.60	0.60	0.60	0.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-0.60
CD	Cash Flow	7	8	7	8	492	6	249	6	1	496	1	249	
	End BY	0.95	0.95	0.95	0.95	1.06	1.06	0.98	0.98	0.98	1.14	1.14	1.10	0.15
Other	Cash Flow	38,057	0	0	0	0	0	0	0	0	0	0	0	
	End BY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	Cash Flow	39,793	3,936	7,932	8,780	3,178	8,316	4,004	6,022	1,423	2,837	5,188	2,627	
	End BY	0.69	0.71	0.71	0.70	0.75	0.80	0.81	0.83	0.84	0.84	0.87	0.88	0.19

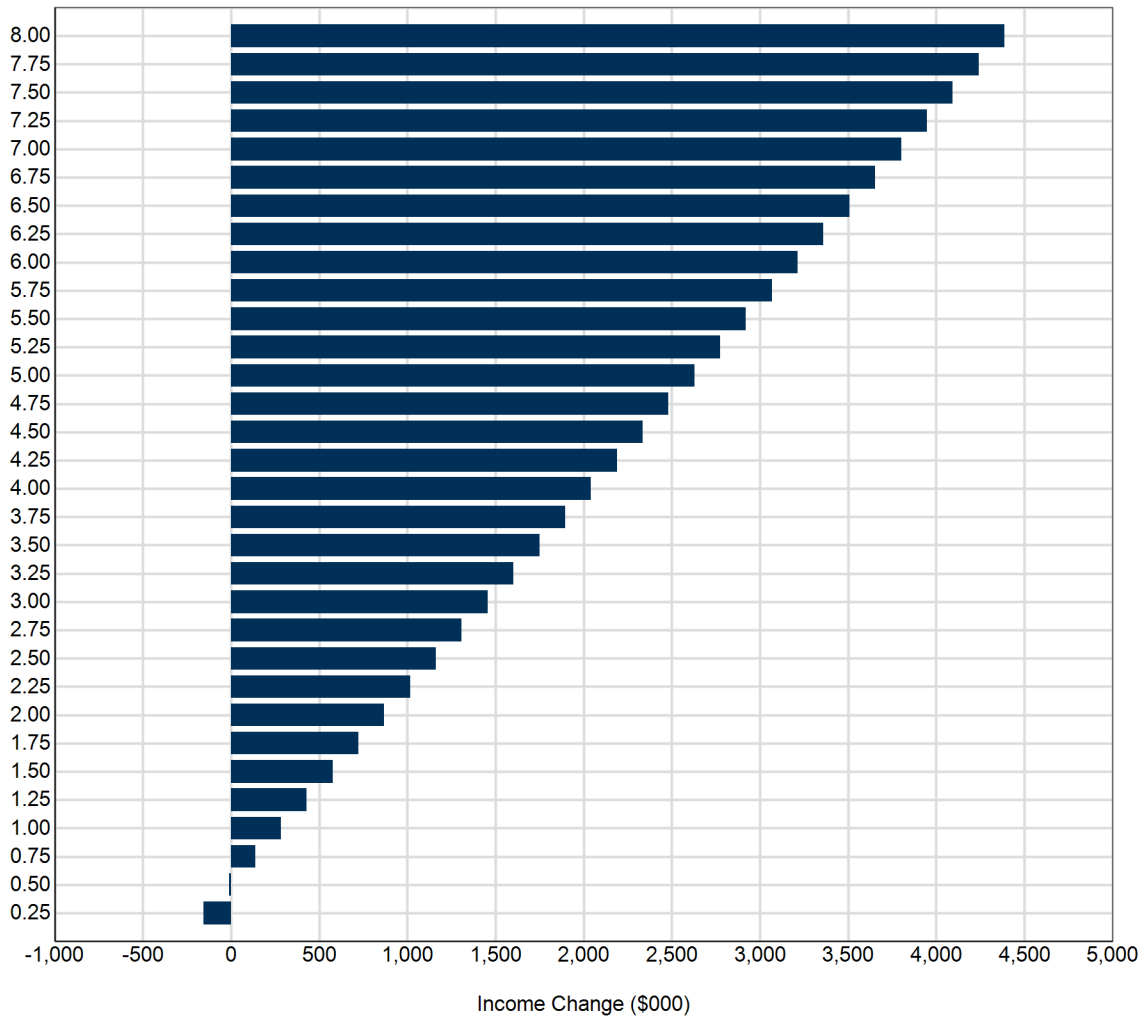
Total Cash Flows By Sector



Gap Analysis - Potential Income Impact of Principal Reinvestment

Principal Maturing(12 Mo.Horizon): \$58,623
 Current Book Yield of Principal Maturing: 0.52%
 Est. Annual Income at Current Book Yield: \$303

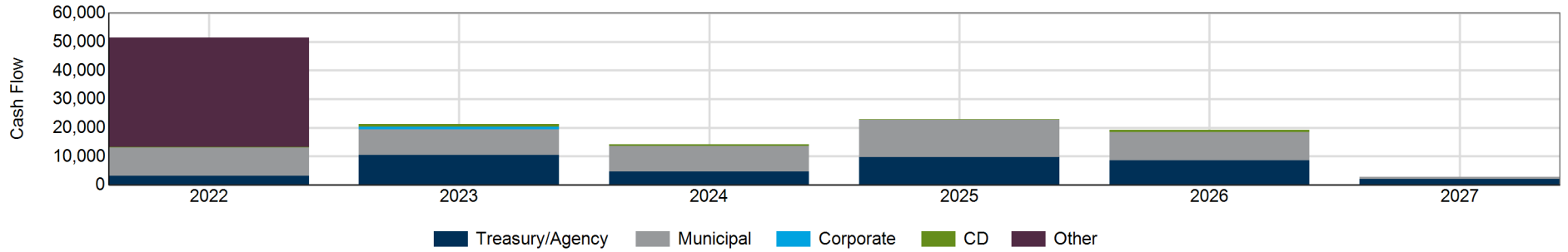
Estimated Impact on Income at Various Reinvestment Yields



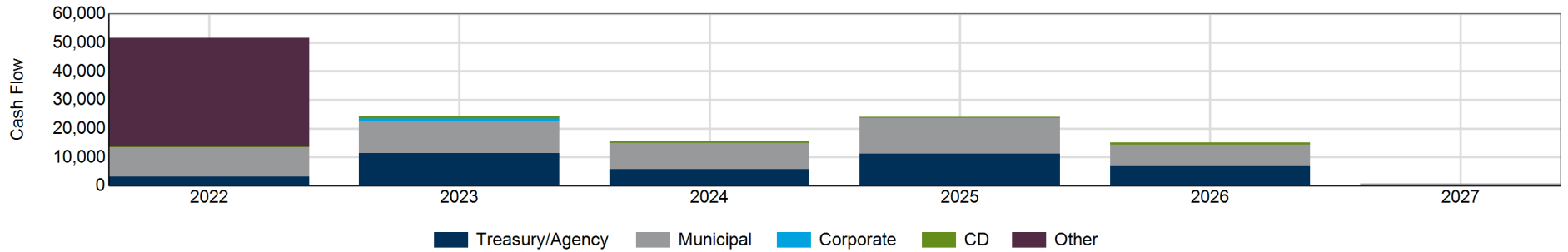
Assumed Reinvestment Yield	Estimated Annualized Income	Income Difference from Current Book	Resulting Book Yield
0.25	147	-156	0.49
0.50	293	-10	0.61
0.75	440	137	0.72
1.00	586	283	0.84
1.25	733	430	0.96
1.50	879	576	1.07
1.75	1,026	723	1.19
2.00	1,172	870	1.30
2.25	1,319	1,016	1.42
2.50	1,466	1,163	1.53
2.75	1,612	1,309	1.65
3.00	1,759	1,456	1.77
3.25	1,905	1,602	1.88
3.50	2,052	1,749	2.00
3.75	2,198	1,895	2.11
4.00	2,345	2,042	2.23
4.25	2,491	2,189	2.34
4.50	2,638	2,335	2.46
4.75	2,785	2,482	2.58
5.00	2,931	2,628	2.69
5.25	3,078	2,775	2.81
5.50	3,224	2,921	2.92
5.75	3,371	3,068	3.04
6.00	3,517	3,214	3.15
6.25	3,664	3,361	3.27
6.50	3,811	3,508	3.39
6.75	3,957	3,654	3.50
7.00	4,104	3,801	3.62
7.25	4,250	3,947	3.73
7.50	4,397	4,094	3.85
7.75	4,543	4,240	3.96
8.00	4,690	4,387	4.08

Shocked Cash Flows By Sector - Next 10 Years

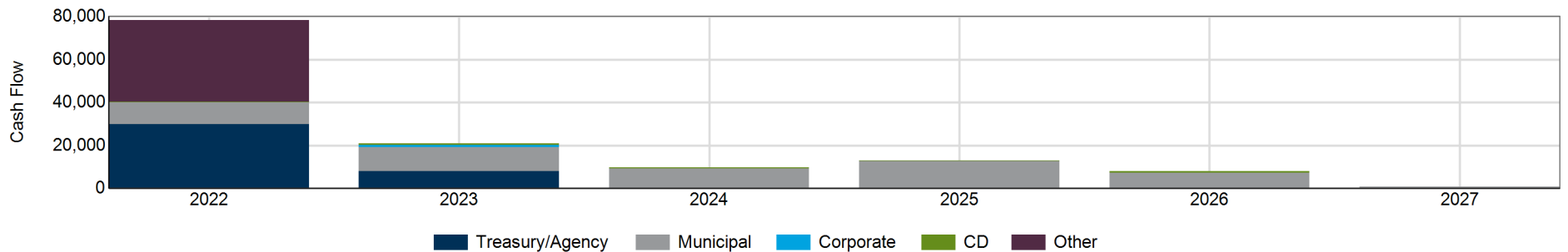
+300 Scenario



Base Scenario

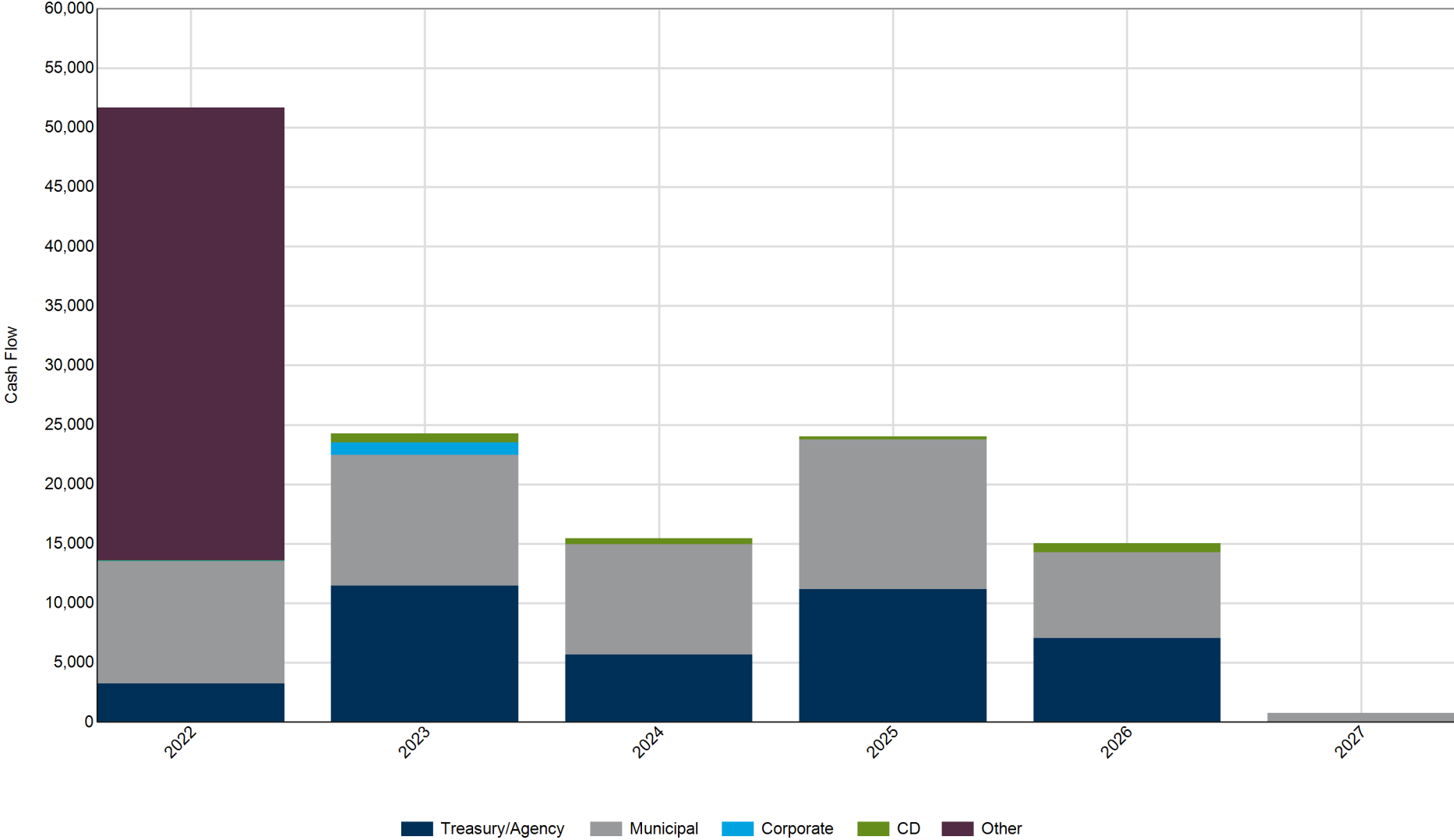


-300 Scenario



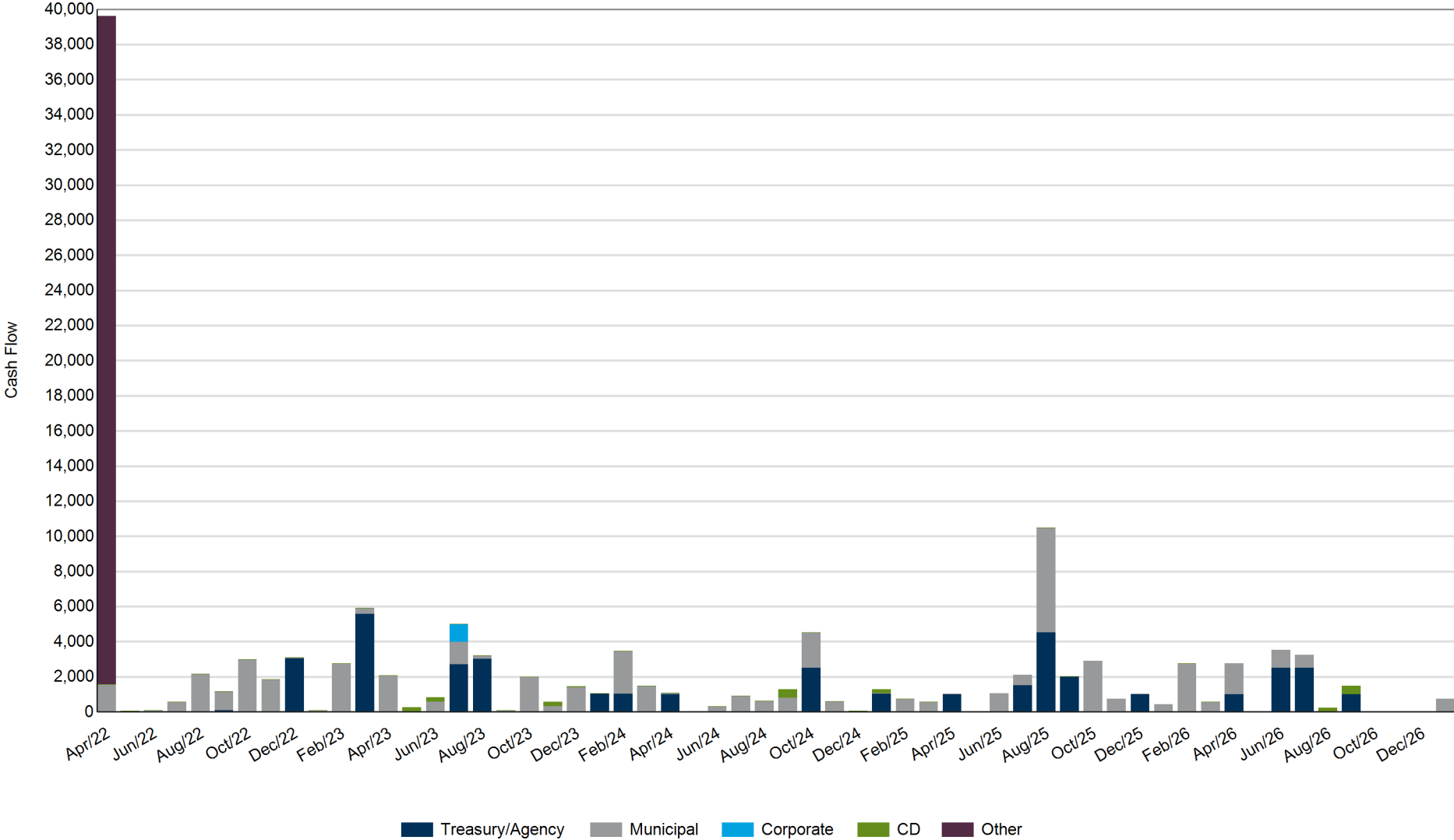
Cash Flows By Sector - Next 30 Years

Base Scenario



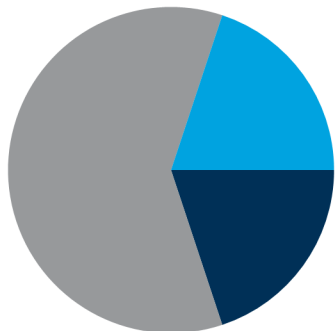
Cash Flow Projection By Month - Next 5 Years

Total Monthly Cash Flows By Sector

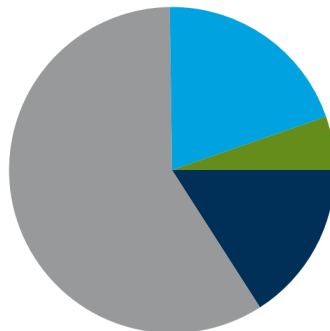


Agency - Summary

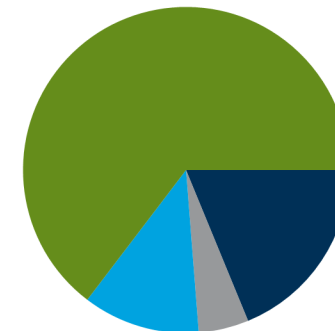
Subsector



Issuer



Call Type



Agency Bullet (20%)
Callable Agency (60%)

Agency Step (20%)

FFCB (16%)
FHLB (59%)

FNMA (20%)

Other (5%)

Anytime (19%)
Monthly (5%)

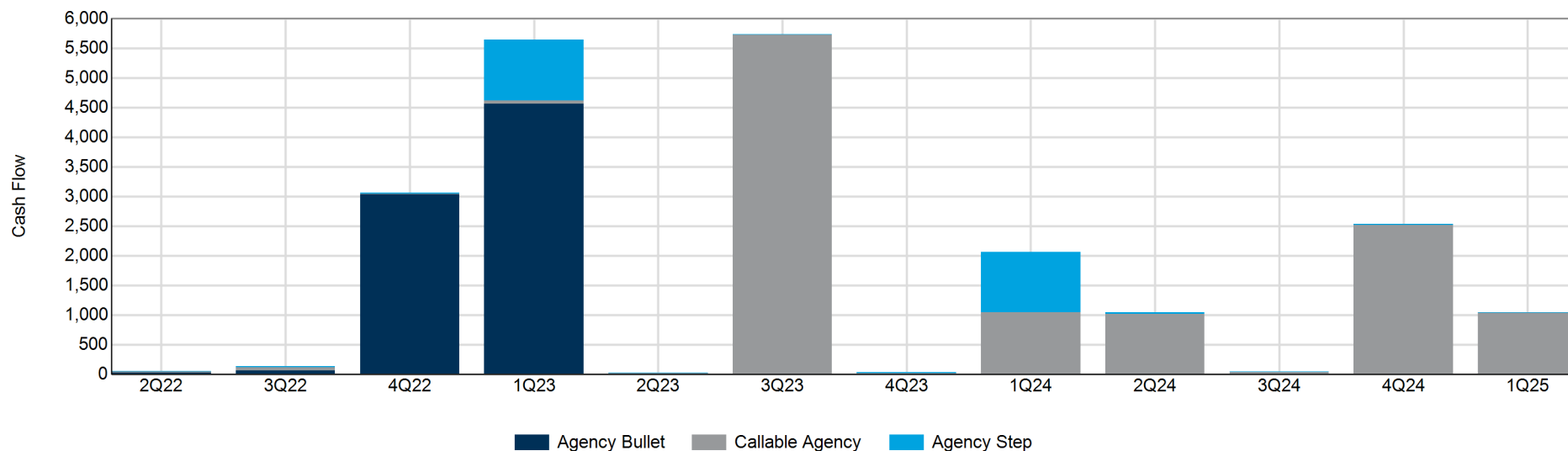
One time (12%)
Quarterly (65%)

Subsector	Sector %	Par Value	Cpn	Maturity Next Call	Book		Market		G/L \$	G/L %	WAL	% Px Δ	Dur	Cvx	AFS %
					Price Value	Yield	Price Value	Yield	Base + 300	Base + 300	Base + 300	-100 +300	Base	Base	
Agency Bullet (2)	19.9%	7,500	2.51	0.9 yrs	101.54 7,615	0.74	100.84 7,563	1.55	-52 -246	-0.7% -3.2%	0.87 0.87	0.9 -2.6	0.87	0.01	0.0%
Callable Agency (16)	60.2%	22,667	0.61	2.8 yrs 0.2 yrs	99.98 22,662	0.62	95.22 21,584	2.44	-1,078 -2,738	-4.8% -12.1%	2.75 2.80	2.6 -7.7	2.61	-0.04	0.0%
Agency Step (6)	19.9%	7,500	0.78	4.4 yrs 0.3 yrs	100.00 7,500	1.38	95.50 7,162	2.76	-338 -1,115	-4.5% -14.9%	3.32 4.27	3.1 -10.8	3.41	-0.47	0.0%
Total (24)	100.0%	37,667	1.02	2.7 yrs 0.3 yrs	100.29 37,777	0.80	96.40 36,309	2.32	-1,468 -4,099	-3.9% -10.9%	2.49 2.71	2.3 -7.2	2.40	-0.11	0.0%

Agency - Sector Cash Flow and Yield Rolloff - Next 3 Years

		2Q22	3Q22	4Q22	1Q23	2Q23	3Q23	4Q23	1Q24	2Q24	3Q24	4Q24	1Q25	Bk Yld Chg
Agency Bullet	Cash Flow	32	62	3,032	4,562	0	0	0	0	0	0	0	0	
	End BY	0.74	0.74	0.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-0.74
Callable Agency	Cash Flow	15	54	15	54	15	5,720	15	1,045	1,016	39	2,514	1,039	
	End BY	0.62	0.62	0.62	0.62	0.62	0.71	0.71	0.71	0.73	0.73	0.75	0.77	0.15
Agency Step	Cash Flow	10	19	16	1,028	17	18	26	1,018	26	11	26	11	
	End BY	1.38	1.38	1.38	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	1.29	-0.10
Total	Cash Flow	58	134	3,064	5,643	32	5,737	41	2,063	1,043	50	2,540	1,050	
	End BY	0.80	0.80	0.82	0.77	0.77	0.87	0.87	0.86	0.88	0.88	0.92	0.94	0.14

Total Cash Flows By Subsector



Shocked Agency Projected Call Schedule

Callable Agency Rate Shock Analysis – Projected Par Value Redeemed at NEXT Call Date – Monthly

	-100	-75	-50	-25	0	25	50	75	100
Mar 22	-	-	-	-	-	-	-	-	-
Apr 22	-	-	-	-	-	-	-	-	-
May 22	-	-	-	-	-	-	-	-	-
Jun 22	-	-	-	-	-	-	-	-	-
Jul 22	-	-	-	-	-	-	-	-	-
Aug 22	-	-	-	-	-	-	-	-	-
Sep 22	-	-	-	-	-	-	-	-	-
Oct 22	-	-	-	-	-	-	-	-	-
Nov 22	-	-	-	-	-	-	-	-	-
Dec 22	-	-	-	-	-	-	-	-	-
Jan 23	-	-	-	-	-	-	-	-	-
Feb 23	-	-	-	-	-	-	-	-	-

Callable Agency Rate Shock Analysis – Projected Par Value Redeemed at NEXT Call Date – Quarterly

	-100	-75	-50	-25	0	25	50	75	100
1Q22	-	-	-	-	-	-	-	-	-
2Q22	-	-	-	-	-	-	-	-	-
3Q22	-	-	-	-	-	-	-	-	-
4Q22	-	-	-	-	-	-	-	-	-
1Q23	-	-	-	-	-	-	-	-	-
2Q23	-	-	-	-	-	-	-	-	-
3Q23	-	-	-	-	-	-	-	-	-
4Q23	-	-	-	-	-	-	-	-	-
1Q24	-	-	-	-	-	-	-	-	-
2Q24	-	-	-	-	-	-	-	-	-
3Q24	-	-	-	-	-	-	-	-	-
4Q24	-	-	-	-	-	-	-	-	-
1Q25	-	-	-	-	-	-	-	-	-
2Q25	-	-	-	-	-	-	-	-	-
3Q25	-	-	-	-	-	-	-	-	-
4Q25	-	-	-	-	-	-	-	-	-

Shocked Agency Projected Call Schedule - Next 12 Months

	-300	-200	-100	Base	+100	+200	+300
Mar 22	-	-	-	-	-	-	-
Apr 22	11,667	3,667	-	-	-	-	-
May 22	4,000	1,000	-	-	-	-	-
Jun 22	5,500	2,500	1,000	-	-	-	-
Jul 22	1,500	2,500	-	-	-	-	-
Aug 22	3,000	4,500	-	-	-	-	-
Sep 22	1,000	-	-	-	-	-	-
Oct 22	-	-	-	-	-	-	-
Nov 22	-	-	-	-	-	-	-
Dec 22	-	-	-	-	-	-	-
Jan 23	1,000	3,500	1,000	-	-	-	-
Feb 23	1,500	-	6,667	-	-	-	-

Agency Projected Call Report - CUSIP Level

Sec No.	CUSIP	Issuer	Cpn	Cpn Type	Maturity	Par Value	Next Call	Call Type	Mkt Price	Gain/Loss	Projected Shocked Call Dates						
											-300	-200	-100	Base	+100	+200	+300
27	3130ARCD1	FHLB	2.00	Step	03/29/27	1,000	06/29/22	Quarterly	99.482	-5	06/22	06/22	06/22	03/23	06/24	06/25	03/26
28	3130AQFK4	FHLB	0.76	Fixed	01/19/24	1,000	01/19/23	One time	97.401	-25	01/23	01/23	01/23	01/24	01/24	01/24	01/24
20	3135G05R0	FNMA	0.30	Fixed	08/10/23	3,000	08/10/22	Quarterly	97.619	-69	08/22	08/22	02/23	08/23	08/23	08/23	08/23
21	3130AJZJ1	FHLB	0.32	Fixed	08/25/23	2,667	04/18/22	Anytime	97.576	-64	04/22	04/22	02/23	07/23	08/23	08/23	08/23
56	3130AQPR8	FHLB	1.30	Step	02/18/27	1,000	05/18/22	Quarterly	96.788	-32	05/22	05/22	02/23	02/24	02/27	02/27	02/27
35	3130AND72	FHLB	0.43	Fixed	04/29/24	1,000	04/29/22	Quarterly	96.127	-39	04/22	07/22	10/23	04/24	04/24	04/24	04/24
45	3130APAF2	FHLB	0.52	Fixed	10/07/24	1,000	07/07/22	Quarterly	95.273	-47	04/22	01/23	01/24	10/24	10/24	10/24	10/24
48	3130AMJX1	FHLB	0.65	Fixed	12/09/24	1,500	05/09/22	Monthly	95.251	-71	04/22	01/23	04/24	10/24	12/24	12/24	12/24
49	3133EMZ70	FFCB	0.48	Fixed	02/10/25	1,000	04/18/22	Anytime	94.425	-55	04/22	07/23	07/24	01/25	02/25	02/25	02/25
67	3130AMDE9	FHLB	0.50	Step	05/12/26	1,500	05/12/22	Quarterly	94.569	-81	05/22	08/22	08/24	08/25	02/26	05/26	05/26
54	3133EM3E0	FFCB	0.61	Fixed	05/23/25	1,000	04/18/22	Anytime	94.255	-57	04/22	10/23	10/24	04/25	05/25	05/25	05/25
58	3136G4A45	FNMA	0.71	Fixed	07/22/25	1,500	04/22/22	Quarterly	94.178	-87	04/22	07/23	10/24	07/25	07/25	07/25	07/25
62	3136G4V59	FNMA	0.63	Fixed	08/27/25	1,500	05/27/22	Quarterly	93.739	-94	05/22	11/23	11/24	08/25	08/25	08/25	08/25
65	3134GWUG9	FHLMC	0.57	Fixed	09/24/25	2,000	06/24/22	Quarterly	93.515	-130	06/22	12/23	12/24	09/25	09/25	09/25	09/25
61	3136G4N74	FNMA	0.56	Fixed	08/21/25	1,500	02/21/23	Quarterly	93.562	-97	02/23	11/23	02/25	08/25	08/25	08/25	08/25
69	3130AP2G9	FHLB	0.75	Fixed	12/30/25	1,000	09/30/22	Quarterly	93.611	-64	09/22	12/23	03/25	12/25	12/25	12/25	12/25
74	3133EMXQ0	FFCB	0.94	Fixed	04/28/26	1,000	04/28/22	Anytime	93.746	-63	04/22	10/23	07/25	04/26	04/26	04/26	04/26
81	3130AQJ87	FHLB	1.60	Fixed	01/19/27	1,000	04/19/22	Quarterly	95.098	-49	04/22	04/22	07/25	07/26	01/27	01/27	01/27
83	3130AP6D2	FHLB	1.00	Fixed	09/30/26	1,000	06/30/22	Quarterly	93.296	-67	06/22	12/23	09/25	09/26	09/26	09/26	09/26
77	3130AMMJ8	FHLB	0.40	Step	06/09/26	1,000	06/09/23	One time	94.286	-57	06/23	06/23	06/26	06/26	06/26	06/26	06/26
79	3130AMMW	FHLB	0.63	Step	06/10/26	1,500	06/10/22	Quarterly	94.163	-88	06/22	06/22	06/26	06/26	06/26	06/26	06/26

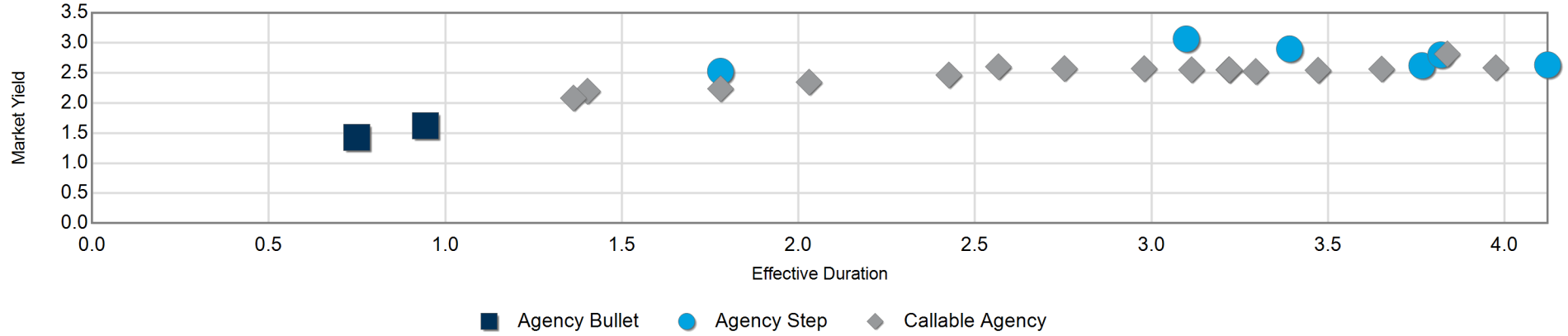
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Agency Projected Call Report - CUSIP Level

Sec No.	CUSIP	Issuer	Cpn	Cpn Type	Maturity	Par Value	Next Call	Call Type	Mkt Price	Gain/Loss	Projected Shocked Call Dates						
											-300	-200	-100	Base	+100	+200	+300
	87 3130AN5K2	FHLB	0.30	Step	07/20/26	1,500	07/20/22	One time	95.040	-74	07/22	07/22	07/26	07/26	07/26	07/26	07/26
			0.65			30,167			95.292	-1,415							

Agency - Risk/Reward Analysis

Agency - Risk/Reward Analysis



Top 5 Market Yields							
CUSIP	Security Description	Subsector	Mkt Value	Mkt Yld	Eff. Dur	% Px Δ	Up 300
3130AQPR8	FHLB 1.3 02/18/27	Agency Step	968	3.07%	3.10	-11.5	
3130AMDE9	FHLB 0 1/2 05/12/26	Agency Step	1,419	2.90%	3.39	-10.6	
3130AQJ87	FHLB 1.6 01/19/27	Callable Agency	951	2.82%	3.84	-12.1	
3130AMMW	FHLB 0 5/8 06/10/26	Agency Step	1,412	2.80%	3.82	-11.3	
3130AN5K2	FHLB 0.3 07/20/26	Agency Step	1,426	2.64%	4.12	-11.6	

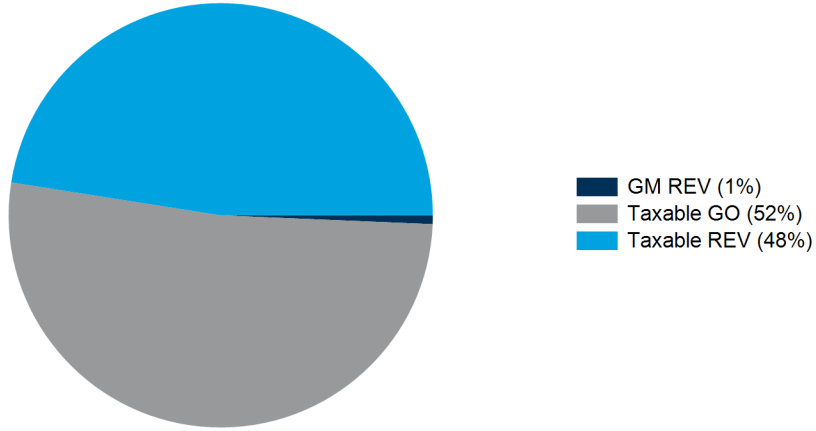
Bottom 5 Market Yields							
CUSIP	Security Description	Subsector	Mkt Value	Mkt Yld	Eff. Dur	% Px Δ	Up 300
3133EFUJ4	FFCB 2.15 12/29/22	Agency Bullet	3,016	1.43%	0.75	-2.2	
3130ADRG9	FHLB 2 3/4 03/10/23	Agency Bullet	4,547	1.62%	0.94	-2.8	
3135G05R0	FNMA 0.3 08/10/23	Callable Agency	2,929	2.08%	1.36	-4.0	
3130AJZJ1	FHLB 0.32 08/25/23	Callable Agency	2,602	2.20%	1.40	-4.1	
3130AQFK4	FHLB 0.76 01/19/24	Callable Agency	974	2.24%	1.78	-5.2	

Top 5 Price Volatility (% price change +300)							
CUSIP	Security Description	Subsector	Mkt Value	Mkt Yld	Eff. Dur	% Px Δ	Up 300
3130AQJ87	FHLB 1.6 01/19/27	Callable Agency	951	2.82%	3.84	-12.1	
3130AP6D2	FHLB 1 09/30/26	Callable Agency	933	2.59%	3.98	-11.9	
3130AN5K2	FHLB 0.3 07/20/26	Agency Step	1,426	2.64%	4.12	-11.6	
3130AQPR8	FHLB 1.3 02/18/27	Agency Step	968	3.07%	3.10	-11.5	
3130AMMW	FHLB 0 5/8 06/10/26	Agency Step	1,412	2.80%	3.82	-11.3	

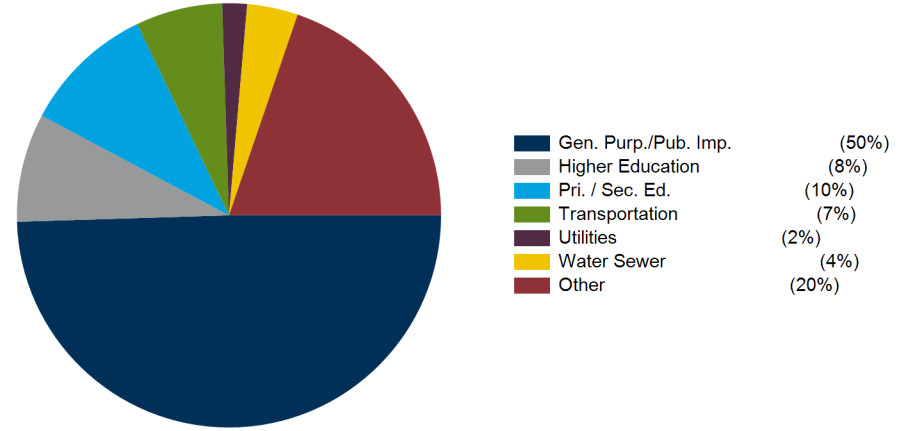
Next 5 Projected Redemptions							
CUSIP	Security Description	Subsector	Mkt Value	Mkt Yld	Eff. Dur	Mat/Call	
3133EFUJ4	FFCB 2.15 12/29/22	Agency Bullet	3,016	1.43%	0.75	12/01/22	
3130ADRG9	FHLB 2 3/4 03/10/23	Agency Bullet	4,547	1.62%	0.94	03/01/23	
3130ARCD1	FHLB 2 03/29/27	Agency Step	995	2.53%	1.78	03/01/23	
3130AJZJ1	FHLB 0.32 08/25/23	Callable Agency	2,602	2.20%	1.40	07/01/23	
3135G05R0	FNMA 0.3 08/10/23	Callable Agency	2,929	2.08%	1.36	08/01/23	

Municipal - Summary

Subsector



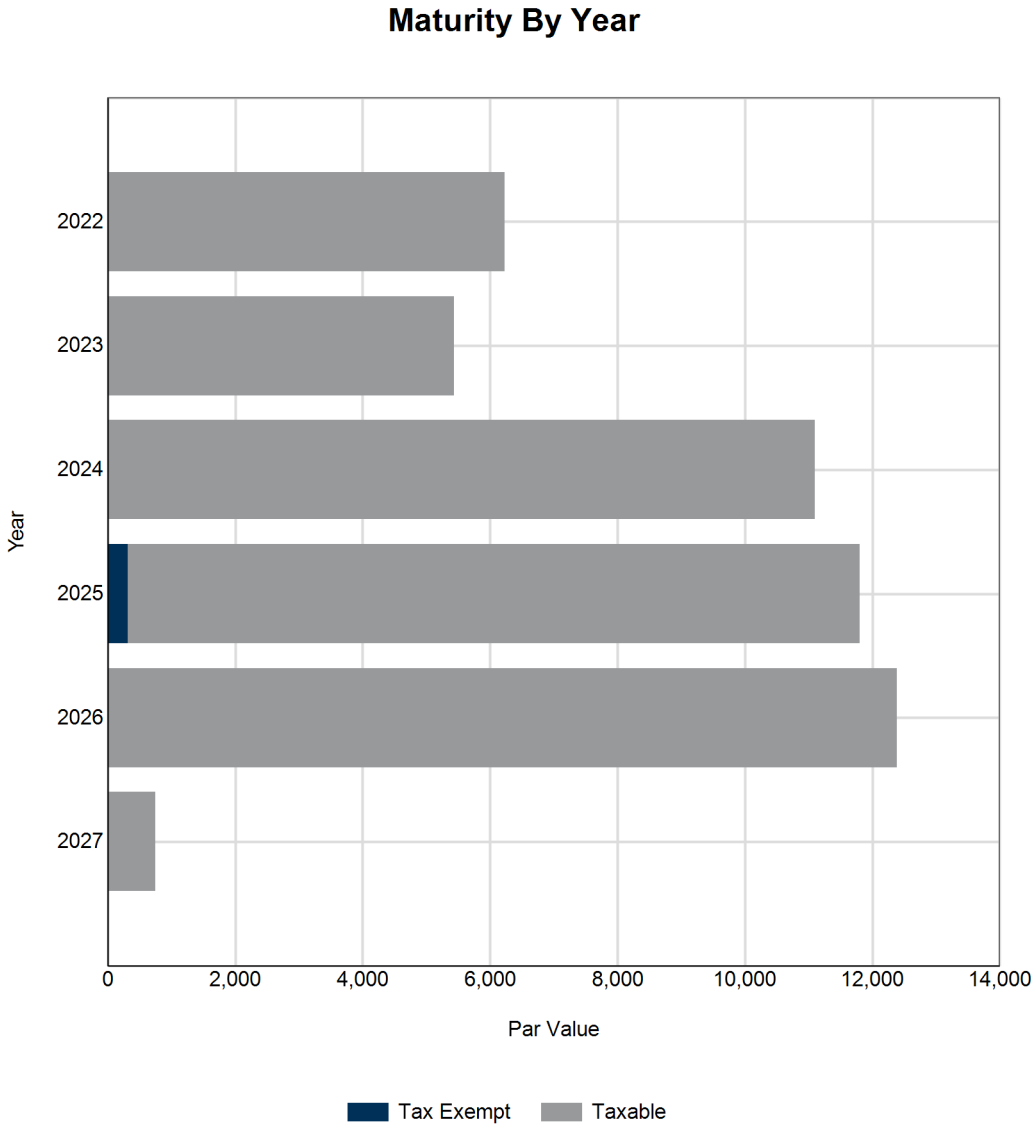
Purpose



Subsector	Sector %	Par Value	Cpn	Maturity	Rating	Book		Market		G/L \$	G/L %	WAL	% Px Δ	Dur	Cvx	AFS %
					Moody's S&P	Price Value	Yield	Price Value	Yield	Base + 300	Base + 300	Base + 300	-100 +300	Base	Base	
Taxable GO (21)	51.8%	24,718	3.75	2.8 yrs	Aa1 AA+	106.26 26,266	0.59	101.24 25,025	2.68	-1,241 -2,803	-4.7% -10.7%	2.29 2.31	2.2 -6.2	2.17	0.07	0.0%
Taxable REV (34)	47.5%	22,664	2.05	2.6 yrs	Aa2 AA+	102.72 23,282	0.58	98.64 22,356	2.51	-926 -2,391	-4.0% -10.3%	2.16 2.52	2.2 -6.6	2.16	0.00	0.0%
Taxable (55)	99.3%	47,382	2.93	2.7 yrs	Aa1 AA+	104.57 49,548	0.59	100.00 47,380	2.60	-2,167 -5,194	-4.4% -10.5%	2.23 2.41	2.2 -6.4	2.17	0.04	0.0%
GM REV (1)	0.7%	315	4.00	3.3 yrs	Aa3	111.16 350	0.68	105.60 333	2.79	-18 -46	-5.0% -13.3%	3.25 3.25	3.1 -8.7	3.03	0.11	0.0%
Tax Exempt (1)	0.7%	315	4.00	3.3 yrs	Aa3	111.16 350	0.68	105.60 333	2.79	-18 -46	-5.0% -13.3%	3.25 3.25	3.1 -8.7	3.03	0.11	0.0%
Total (56)	100.0%	47,697	2.94	2.7 yrs	Aa1 AA+	104.61 49,898	0.59	100.03 47,713	2.60	-2,185 -5,241	-4.4% -10.5%	2.24 2.41	2.2 -6.4	2.17	0.04	0.0%

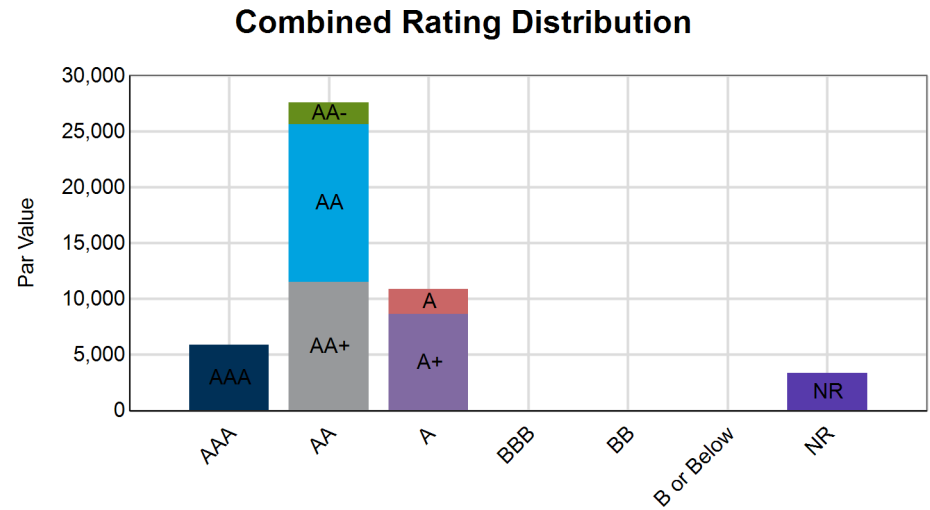
Municipal - Maturity Summary

Maturity By Year					
Year	Taxable	Tax Exempt	Total	Bal %	Run Bal %
2022	6,227	-	6,227	13.1 %	13.1 %
2023	5,430	-	5,430	11.4 %	24.4 %
2024	11,100	-	11,100	23.3 %	47.7 %
2025	11,485	315	11,800	24.7 %	72.5 %
2026	12,390	-	12,390	26.0 %	98.4 %
2027	750	-	750	1.6 %	100.0 %

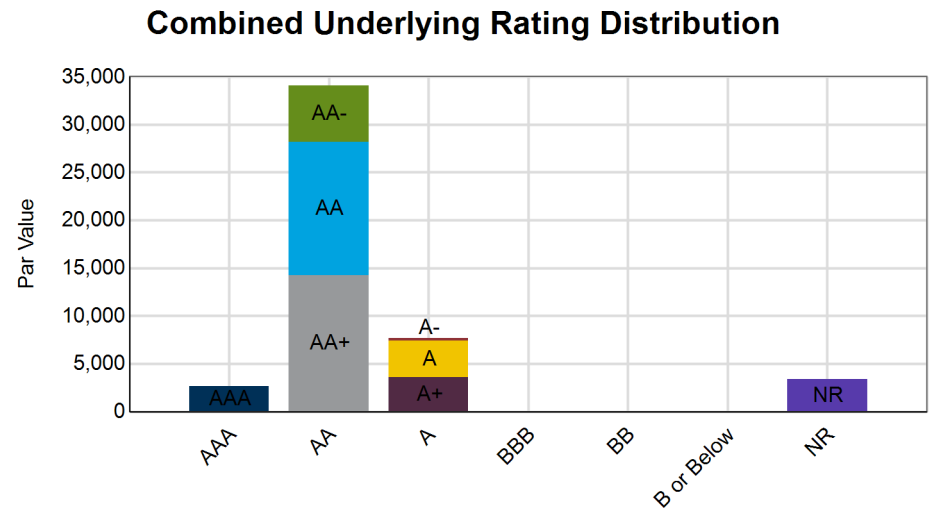


Municipal - Rating Summary

Combined Rating Summary				
Combined Rating	% Balance	Par Value	Book Yield	Eff. Duration
AAA	12.3%	5,875	3.31	3.25
AA	57.8%	27,590	-0.01	1.99
A	22.8%	10,874	0.72	2.32
BBB	-	-	-	-
BB	-	-	-	-
B or Below	-	-	-	-
NR	7.0%	3,358	0.78	1.32
Total	100.0%	47,697	0.59	2.17



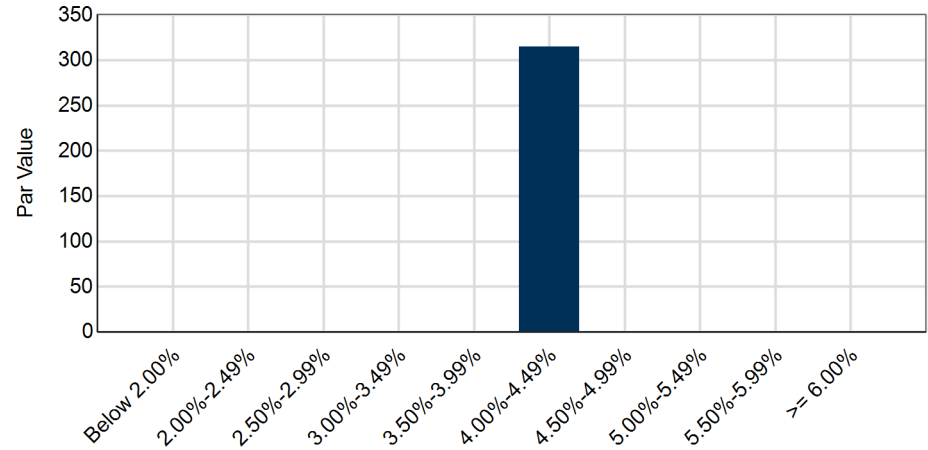
Combined Underlying Rating Summary				
Combined Rating	% Balance	Par Value	Book Yield	Eff. Duration
AAA	5.5%	2,625	0.74	3.29
AA	71.4%	34,050	0.52	2.10
A	16.1%	7,664	0.79	2.51
BBB	-	-	-	-
BB	-	-	-	-
B or Below	-	-	-	-
NR	7.0%	3,358	0.78	1.32
Total	100.0%	47,697	0.59	2.17



Municipal - Coupon Summary

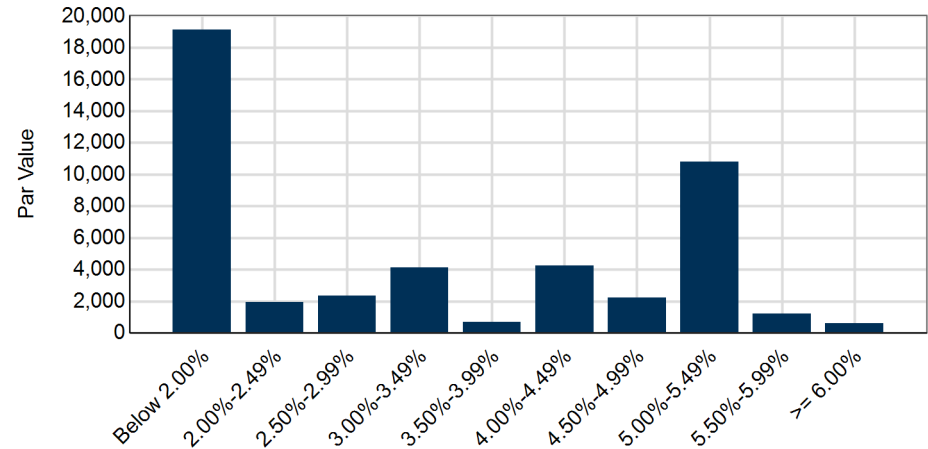
Tax-Exempt Coupon Summary				
Combined Rating	% Balance	Par Value	Book Yield	Eff. Duration
Below 1.50%	-	-	-	-
1.50%-2.49%	-	-	-	-
2.50%-3.49%	-	-	-	-
3.50%-4.49%	0.7%	315	0.68	3.03
4.50%-5.49%	-	-	-	-
>= 5.50%	-	-	-	-
Total	0.7%	315	0.68	3.03

Tax-Exempt Coupon Distribution

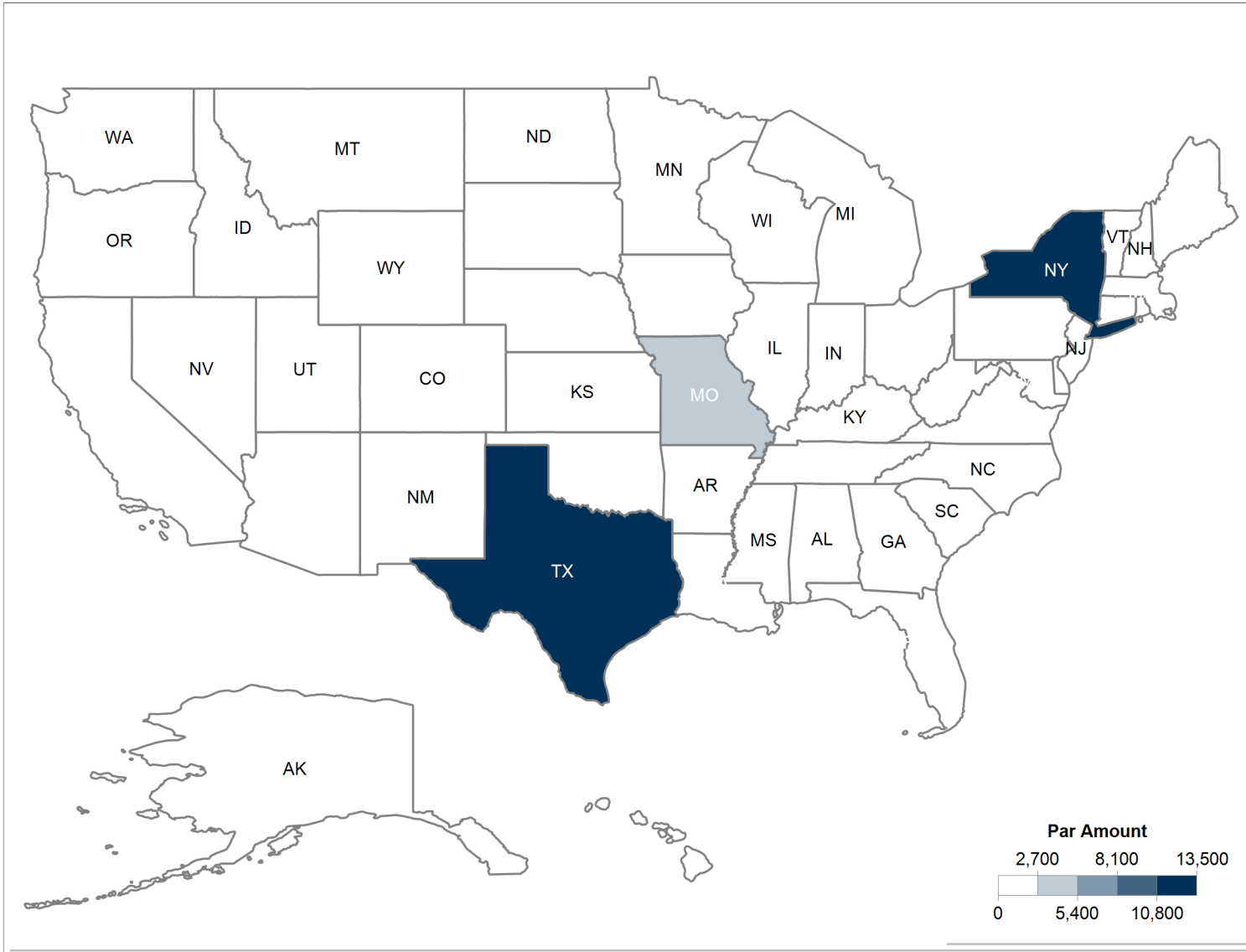


Taxable Coupon Summary				
Combined Rating	% Balance	Par Value	Book Yield	Eff. Duration
Below 1.50%	38.5%	18,362	0.70	2.16
1.50%-2.49%	5.7%	2,700	1.31	3.69
2.50%-3.49%	13.6%	6,505	-2.25	1.98
3.50%-4.49%	10.4%	4,950	3.69	2.54
4.50%-5.49%	27.3%	13,045	0.68	1.87
>= 5.50%	3.8%	1,820	0.73	1.86
Total	99.3%	47,382	0.59	2.17

Taxable Coupon Distribution



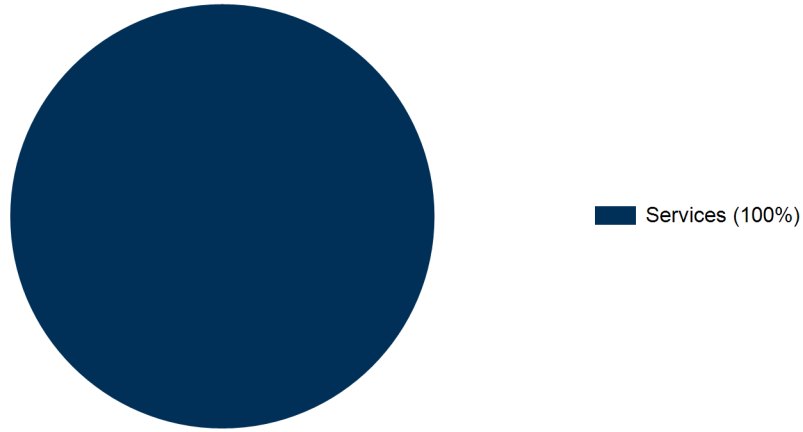
Municipal - Geographic Distribution



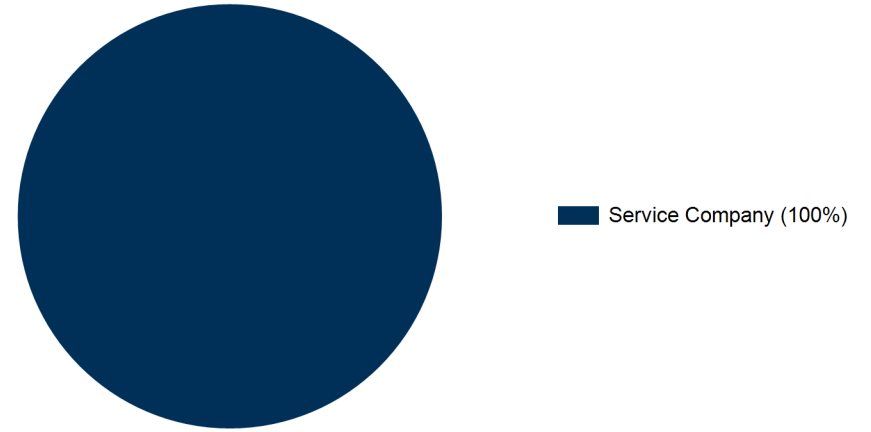
Top 25 States		
State	Par Amount	% Total
TX	12,150	25.5 %
NY	11,208	23.5 %
MO	3,565	7.5 %
CT	2,639	5.5 %
TN	1,925	4.0 %
CA	1,905	4.0 %
PA	1,750	3.7 %
HI	1,500	3.1 %
NE	1,365	2.9 %
LA	1,360	2.9 %
AZ	1,100	2.3 %
WV	1,010	2.1 %
VA	1,005	2.1 %
MA	1,000	2.1 %
IA	1,000	2.1 %
SD	1,000	2.1 %
ME	900	1.9 %
FL	500	1.0 %
OK	300	0.6 %
MD	265	0.6 %
OH	250	0.5 %

Corporate - Summary

Sector Allocation



Industry Allocation



Subsector	Sector %	Par Value	Cpn	Maturity	Rating	Book		Market		G/L \$	G/L %	WAL	% Px Δ	Dur	Cvx	AFS %
					Moody's S&P	Price Value	Yield	Price Value	Yield	Base + 300	Base + 300	Base + 300	-100 +300	Base	Base	
Services (1)	100.0%	1,000	4.11	1.3 yrs	Aa1 AAA	104.36 1,044	0.60	101.80 1,018	2.63	-26 -63	-2.5% -6.0%	1.25 1.25	1.3 -3.7	1.23	0.02	0.0%
Total (1)	100.0%	1,000	4.11	1.3 yrs	Aa1 AAA	104.36 1,044	0.60	101.80 1,018	2.63	-26 -63	-2.5% -6.0%	1.25 1.25	1.3 -3.7			0.0%

Corporate - Rating Summary

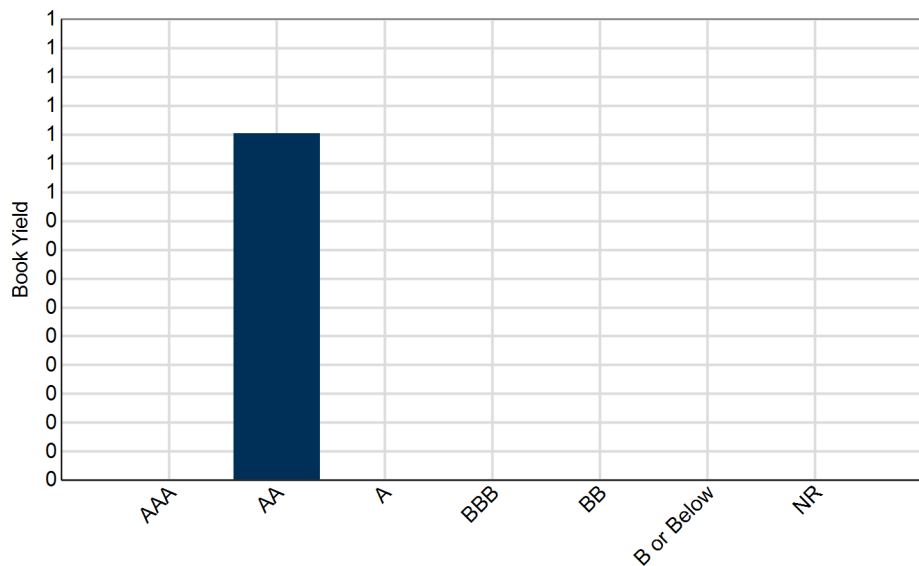
Combined Rating Summary

Combined Rating	% Balance	Par Value	Book Yield	Eff. Duration
AAA	-	-	-	-
AA	100.0%	1,000	0.60	1.23
A	-	-	-	-
BBB	-	-	-	-
BB	-	-	-	-
B or Below	-	-	-	-
NR	-	-	-	-

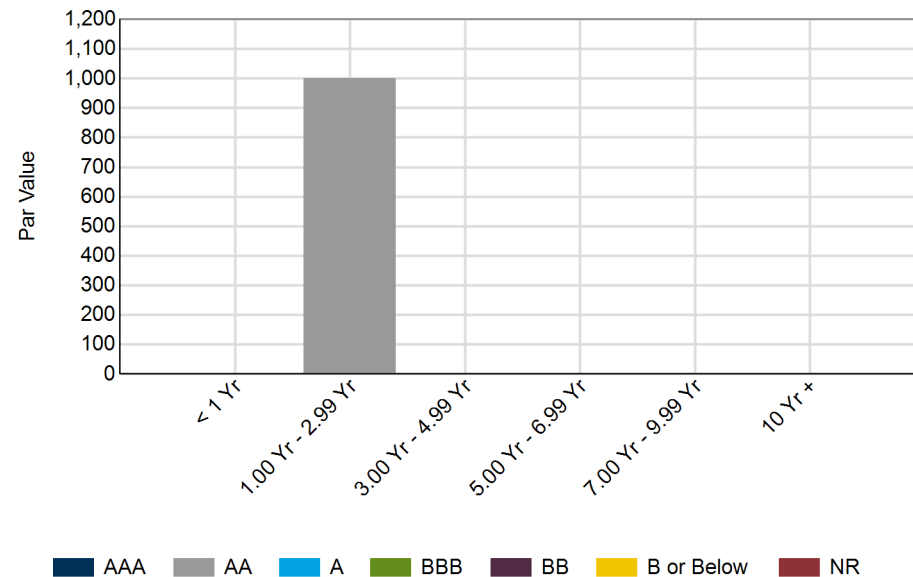
Maturity Summary

Maturity Range	% Balance	Par Value	Book Yield	Combined Rating
< 1 Yr	-	-	-	-
1.00 Yr - 2.99 Yr	100.0%	1,000	0.60	AA+
3.00 Yr - 4.99 Yr	-	-	-	-
5.00 Yr - 6.99 Yr	-	-	-	-
7.00 Yr - 9.99 Yr	-	-	-	-
10 Yr +	-	-	-	-

Book Yield by Combined Rating

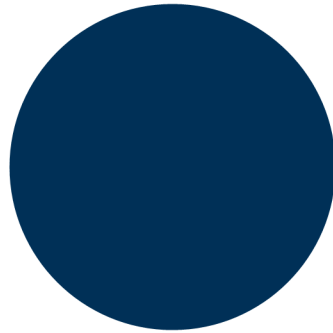


Combined Rating Distribution By Maturity



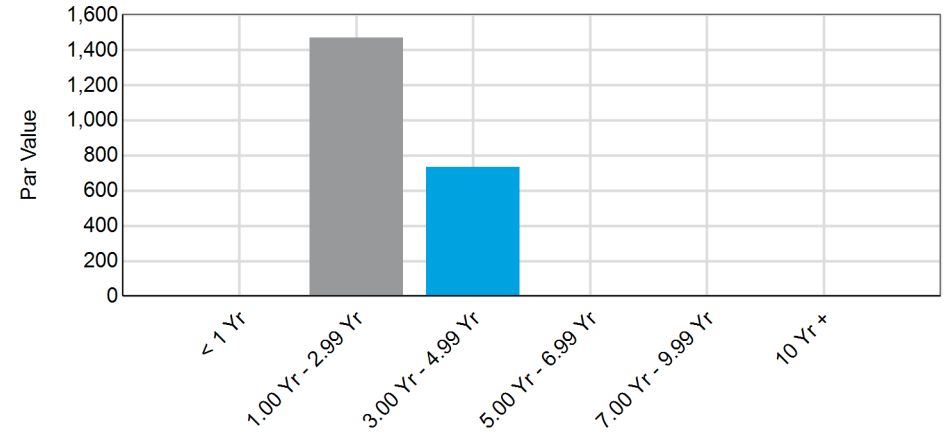
CD - Summary

Subsector



■ NCD (100.0%)

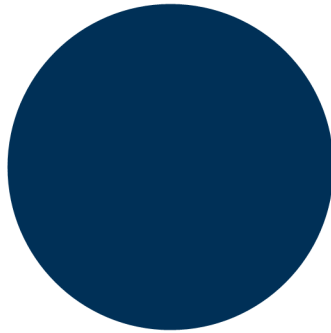
Par Value By Maturity



Subsector	Sector %	Par Value	Cpn	Maturity Next Call	Book		Market		G/L \$	G/L %	WAL	Px Chg	Dur	Cvx	AFS %
					Price Value	Yield	Price Value	Yield	+ 300	+ 300	+ 300	-100 +300	Base	Base	
NCD (9)	100.0%	2,204	1.36	2.8 yrs	100.41	0.95	2,213	0.95	0	0.0%	2.78	2.8	2.71	0.10	0.0%
Total (9)	100.0%	2,204	1.36	2.8 yrs	100.41	0.95	2,213	0.95	-170	-7.7%	2.78	-7.7	2.71	0.10	0.0%

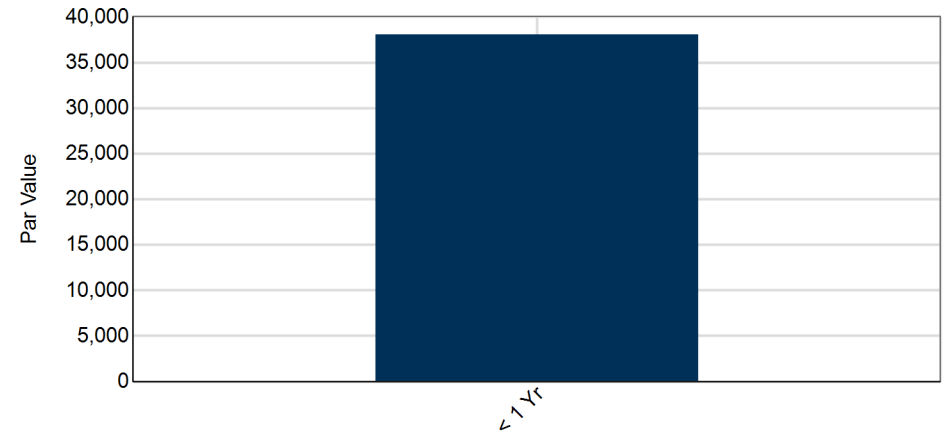
Other - Summary

Subsector



■ Cash & Other (100.0%)

Par Value By Maturity



Subsector	Sector %	Par Value	Cpn	Maturity Next Call	Book		Market		G/L \$	G/L %	WAL	Px Chg	Dur	Cvx	AFS %
					Price Value	Yield	Price Value	Yield	+ 300	+ 300	+ 300	-100 +300	Base	Base	
Cash & Other (1)	100.0%	38,042	0.45	0.1 yrs	100.00	0.45	100.00	0.45	0	0.0%	0.08	0.1	0.08	0.00	100.0%
Total (1)	100.0%	38,042	0.45	0.1 yrs	100.00	0.45	100.00	0.45	-95	-0.2%	0.08	-0.2	0.08	0.00	100.0%

Portfolio Considerations

Sector	Cnt	Cpn	Maturity	Par Value	Book Price	Market Price	Gain/ (Loss)	Book Yield	WAL	Eff. Dur	Historical CPR			Proj. CPR	Loan
											1 Mo.	3 Mo.	Life	Life	Count
Book Yield < 2%	90	1.55	1.9 yrs	123,860	102.08	98.85	-3,995	0.50	1.6	1.57					
Agency Bullet	2	2.51	0.9 yrs	7,500	101.54	100.84	-52	0.74	0.9	0.87					
Callable Agency	16	0.61	2.8 yrs	22,667	99.98	95.22	-1,078	0.62	2.8	2.61					
Agency Step	6	0.78	4.4 yrs	7,500	100.00	95.50	-338	1.38	3.3	3.41					
GM REV	1	4.00	3.3 yrs	315	111.16	105.60	-18	0.68	3.3	3.03					
Taxable GO	20	3.72	2.7 yrs	21,968	107.99	100.90	-1,559	-0.04	2.2	2.04					
Taxable REV	34	2.05	2.6 yrs	22,664	102.72	98.64	-926	0.58	2.2	2.16					
Services	1	4.11	1.3 yrs	1,000	104.36	101.80	-26	0.60	1.3	1.23					
NCD	9	1.36	2.8 yrs	2,204	100.41	100.41	0	0.95	2.8	2.71					
Cash & Other	1	0.45	0.1 yrs	38,042	100.00	100.00	0	0.45	0.1	0.08					

Key Portfolio Sorts

Top 10 Up 300 Market Value Changes (%)

CUSIP	Sector	Description	Cpn	Maturity	Par	Book	Market	G/L	Book	WAL	% Px Δ	\$ Amt Δ	G/L	Eff.	INT
					Value	Price	Price		Yield		+300	+300	+300	Dur	
798111HF0	Taxable REV	SAN JOAQUIN HILLS	2.15	01/15/27	750	100.92	94.93	-45	1.950	4.79	-12.56	-89	-134	4.49	HTM
3130AQJ87	Callable Agency	FHLB 1.6 01/19/27	1.60	01/19/27	1,000	100.00	95.10	-49	1.600	4.30	-12.11	-115	-164	3.84	HTM
856285XL0	NCD	SBIIN 1.15 09/28/26	1.15	09/28/26	245	100.00	100.00	0	1.151	4.49	-12.11	-30	-30	4.34	HTM
38149MZJ5	NCD	GS 1.05 09/08/26	1.05	09/08/26	245	100.00	100.00	0	1.051	4.44	-12.00	-29	-29	4.30	HTM
3130AP6D2	Callable Agency	FHLB 1 09/30/26	1.00	09/30/26	1,000	100.00	93.30	-67	1.000	4.50	-11.86	-111	-178	3.98	HTM
795451AK9	NCD	SALLMA 1.1 08/11/26	1.10	08/11/26	245	100.00	100.00	0	1.101	4.36	-11.80	-29	-29	4.22	HTM
3130AN5K2	Agency Step	FHLB 0.3 07/20/26	0.30	07/20/26	1,500	100.00	95.04	-74	1.412	4.31	-11.60	-165	-240	4.12	HTM
56042RJ52	Taxable REV	MAINE HEALTH &	1.30	07/01/26	200	101.05	101.05	0	1.050	4.25	-11.49	-23	-23	4.09	HTM
3130AQPR8	Agency Step	FHLB 1.3 02/18/27	1.30	02/18/27	1,000	100.00	96.79	-32	1.300	1.88	-11.48	-111	-143	3.10	HTM
86666PAE8	Taxable REV	MARICOPA COUNTY	1.71	07/01/26	500	100.68	92.20	-42	1.541	4.25	-11.39	-53	-95	4.04	HTM
			1.18		6,685	100.19	95.55	-310	1.387	4.03	-11.83	-755	-1,065	3.96	

Top 10 Up 300 Market Value Changes (\$)

CUSIP	Sector	Description	Cpn	Maturity	Par	Book	Market	G/L	Book	WAL	% Px Δ	\$ Amt Δ	G/L	Eff.	INT
					Value	Price	Price		Yield		+300	+300	+300	Dur	
235308D75	Taxable GO	DALLAS TEX INDPT	4.00	08/15/25	2,750	92.45	103.99	317	6.527	3.38	-8.98	-257	60	3.15	HTM
64966H4M9	Taxable GO	NEW YORK N Y	5.05	10/01/24	5,560	106.82	102.80	-223	0.570	1.53	-4.30	-246	-469	1.45	HTM
150461M57	Taxable GO	CEDAR PARK TEX	2.95	08/15/25	2,360	129.31	100.54	-679	-4.925	3.38	-9.10	-216	-895	3.20	HTM
3134GWUG9	Callable Agency	FHLMC 0.57 09/24/25	0.57	09/24/25	2,000	100.00	93.52	-130	0.570	3.48	-9.60	-179	-309	3.30	HTM
3130AN5K2	Agency Step	FHLB 0.3 07/20/26	0.30	07/20/26	1,500	100.00	95.04	-74	1.412	4.31	-11.60	-165	-240	4.12	HTM
419791YT9	Taxable GO	HAWAII ST	5.33	02/01/26	1,500	116.44	108.85	-114	0.955	3.84	-9.88	-161	-275	3.48	HTM
3130AMMW9	Agency Step	FHLB 0 5/8 06/10/26	0.63	06/10/26	1,500	100.00	94.16	-88	1.322	4.19	-11.27	-159	-247	3.82	HTM
46873TAD5	Taxable REV	JACKSON TENN	3.40	04/01/26	1,925	104.15	101.11	-59	-0.718	1.00	-8.01	-156	-215	1.81	HTM
3130AMDE9	Agency Step	FHLB 0 1/2 05/12/26	0.50	05/12/26	1,500	100.00	94.57	-81	1.202	3.37	-10.63	-151	-232	3.39	HTM
088632CT9	Taxable GO	BI-STATE DEV AGY MO	1.34	10/01/25	1,525	101.21	93.37	-120	0.991	3.50	-9.62	-137	-257	3.37	HTM
			2.98		22,120	105.46	99.81	-1,250	0.589	2.87	-8.28	-1,828	-3,078	2.77	

Key Portfolio Sorts

Top 10 Marked to Market Up 300 Loss Positions

CUSIP	Sector	Description	Cpn	Maturity	Par	Book	Market	G/L	Book	% Px Δ	\$ Amt Δ	G/L	Eff.	INT	
					Value	Price	Price		Yield	+300	+300	+300	Dur		
150461M57	Taxable GO	CEDAR PARK TEX	2.95	08/15/25	2,360	129.31	100.54	-679	-4.925	3.38	-9.10	-216	-895	3.20	HTM
64966H4M9	Taxable GO	NEW YORK N Y	5.05	10/01/24	5,560	106.82	102.80	-223	0.570	1.53	-4.30	-246	-469	1.45	HTM
3134GWUG9	Callable Agency	FHLMC 0.57 09/24/25	0.57	09/24/25	2,000	100.00	93.52	-130	0.570	3.48	-9.60	-179	-309	3.30	HTM
419791YT9	Taxable GO	HAWAII ST	5.33	02/01/26	1,500	116.44	108.85	-114	0.955	3.84	-9.88	-161	-275	3.48	HTM
088632CT9	Taxable GO	BI-STATE DEV AGY MO	1.34	10/01/25	1,525	101.21	93.37	-120	0.991	3.50	-9.62	-137	-257	3.37	HTM
3130AMMW9	Agency Step	FHLB 0 5/8 06/10/26	0.63	06/10/26	1,500	100.00	94.16	-88	1.322	4.19	-11.27	-159	-247	3.82	HTM
3130AN5K2	Agency Step	FHLB 0.3 07/20/26	0.30	07/20/26	1,500	100.00	95.04	-74	1.412	4.31	-11.60	-165	-240	4.12	HTM
3130AMDE9	Agency Step	FHLB 0 1/2 05/12/26	0.50	05/12/26	1,500	100.00	94.57	-81	1.202	3.37	-10.63	-151	-232	3.39	HTM
3136G4N74	Callable Agency	FNMA 0.56 08/21/25	0.56	08/21/25	1,500	100.00	93.56	-97	0.560	3.39	-9.37	-131	-228	3.22	HTM
3136G4V59	Callable Agency	FNMA 0 5/8 08/27/25	0.63	08/27/25	1,500	100.00	93.74	-94	0.625	3.41	-9.39	-132	-226	3.22	HTM
			2.45		20,445	106.54	98.22	-1,699	0.017	3.06	-8.36	-1,678	-3,378	2.87	

Top 10 Average Life Extension Up 300bps

CUSIP	Sector	Description	Cpn	Maturity	Par	Book	Market	G/L	Book	% Px Δ	Eff.	WAL	WAL	Chg in	INT
					Value	Price	Price		Yield	+300	Dur	+300	+300	WAL	
46873TAD5	Taxable REV	JACKSON TENN	3.40	04/01/26	1,925	104.15	101.11	-59	-0.718	-8.01	1.81	1.00	4.00	3.00	HTM
3130AQPR8	Agency Step	FHLB 1.3 02/18/27	1.30	02/18/27	1,000	100.00	96.79	-32	1.300	-11.48	3.10	1.88	4.88	3.00	HTM
3130ARCD1	Agency Step	FHLB 2 03/29/27	2.00	03/29/27	1,000	100.00	99.48	-5	2.000	-8.49	1.78	1.00	4.00	3.00	HTM
91476PDR6	Taxable REV	UNIVERSITY OKLA	3.02	07/01/25	300	101.98	100.03	-6	-4.673	-7.17	1.34	0.25	3.25	3.00	HTM
64971WDP2	Taxable REV	NEW YORK N Y CITY	3.78	02/01/26	700	107.13	101.44	-40	-0.099	-8.38	2.33	1.84	3.84	2.00	HTM
365820HB8	Taxable GO	GARFIELD HEIGHTS	3.10	12/15/24	250	104.00	100.46	-9	-0.204	-6.72	1.92	1.21	2.71	1.50	HTM
3130AMDE9	Agency Step	FHLB 0 1/2 05/12/26	0.50	05/12/26	1,500	100.00	94.57	-81	1.202	-10.63	3.39	3.37	4.12	0.75	HTM
3130AQJ87	Callable Agency	FHLB 1.6 01/19/27	1.60	01/19/27	1,000	100.00	95.10	-49	1.600	-12.11	3.84	4.30	4.80	0.50	HTM
3130AMJX1	Callable Agency	FHLB 0.65 12/09/24	0.65	12/09/24	1,500	100.00	95.25	-71	0.650	-7.52	2.57	2.53	2.69	0.17	HTM
3130AJZJ1	Callable Agency	FHLB 0.32 08/25/23	0.32	08/25/23	2,667	99.98	97.58	-64	0.338	-4.13	1.40	1.32	1.40	0.09	HTM
			1.55		11,842	101.23	97.71	-416	0.466	-8.04	2.30	1.95	3.35	1.40	

Agency - CUSIP Detail

CUSIP	Security Description	Ticker	Par	Cpn Type Coupon	Next Call Dt Call Type	Step Date Step Cpn	Maturity	Book		Market		Gain/(Loss)	% Px Δ	Eff.	ESG/Gr Intent
							Proj. Final	Price Value	Yield	Price Value	bp→ call Yield	% \$	-100 +300	Dur Cvx	
3133EFUJ4	FFCB 2.15 12/29/22	FFCB	3,000	Fixed 2.150			12/22 12/29/22	101.16 3,035	0.59	100.53 3,016	1.43	-0.6% -19	0.8 -2.2	0.75 0.01	HTM
3130ADRG9	FHLB 2 3/4 03/10/23	FHLB	4,500	Fixed 2.750			03/23 03/10/23	101.79 4,580	0.85	101.05 4,547	1.62	-0.7% -33	1.0 -2.8	0.94 0.01	HTM
Agency Bullet			7,500	2.510				101.54 7,615	0.74	100.84 7,563	1.55	-0.7% -52	0.9 -2.6	0.87 0.01	
3130AQJ87	FHLB 1.6 01/19/27	FHLB	1,000	Fixed 1.600	04/19/22 Quarterly		07/26 01/19/27	100.00 1,000	1.60	95.10 951	-172 2.82	-4.9% -49	3.6 -12.1	3.84 -0.54	HTM
3130AP6D2	FHLB 1 09/30/26	FHLB	1,000	Fixed 1.000	06/30/22 Quarterly		09/26 09/30/26	100.00 1,000	1.00	93.30 933	-229 2.59	-6.7% -67	3.9 -11.9	3.98 -0.20	HTM
3135G05R0	FNMA 0.3 08/10/23	FNMA	3,000	Fixed 0.300	08/10/22 Quarterly		08/23 08/10/23	99.91 2,997	0.37	97.62 2,929	-195 2.08	-2.3% -69	1.4 -4.0	1.36 0.00	HTM
3130AJZJ1	FHLB 0.32 08/25/23	FHLB	2,667	Fixed 0.320	04/18/22 Anytime		07/23 08/25/23	99.98 2,666	0.34	97.58 2,602	-196 2.20	-2.4% -64	1.4 -4.1	1.40 0.01	HTM
3130AQFK4	FHLB 0.76 01/19/24	FHLB	1,000	Fixed 0.760	01/19/23 One time		01/24 01/19/24	99.93 999	0.80	97.40 974	-158 2.24	-2.5% -25	1.8 -5.2	1.78 0.04	HTM
3130AND72	FHLB 0.43 04/29/24	FHLB	1,000	Fixed 0.430	04/29/22 Quarterly		04/24 04/29/24	100.00 1,000	0.43	96.13 961	-216 2.35	-3.9% -39	2.0 -5.9	2.03 0.00	HTM
3130APAF2	FHLB 0.52 10/07/24	FHLB	1,000	Fixed 0.520	07/07/22 Quarterly		10/24 10/07/24	100.00 1,000	0.52	95.27 953	-231 2.47	-4.7% -47	2.4 -7.1	2.43 0.02	HTM
3130AMJX1	FHLB 0.65 12/09/24	FHLB	1,500	Fixed 0.650	05/09/22 Monthly		10/24 12/09/24	100.00 1,500	0.65	95.25 1,429	-229 2.61	-4.7% -71	2.6 -7.5	2.57 -0.03	HTM
3133EMZ70	FFCB 0.48 02/10/25	FFCB	1,000	Fixed 0.480	04/18/22 Anytime		01/25 02/10/25	99.92 999	0.51	94.43 944	-252 2.57	-5.5% -55	2.8 -8.0	2.75 0.04	HTM
3133EM3E0	FFCB 0.61 05/23/25	FFCB	1,000	Fixed 0.610	04/18/22 Anytime		04/25 05/23/25	99.99 1,000	0.61	94.26 943	-241 2.57	-5.7% -57	3.0 -8.7	2.98 0.01	HTM
3136G4A45	FNMA 0.71 07/22/25	FNMA	1,500	Fixed 0.710	04/22/22 Quarterly		07/25 07/22/25	100.00 1,500	0.71	94.18 1,413	-232 2.55	-5.8% -87	3.1 -9.1	3.11 -0.04	HTM
3136G4N74	FNMA 0.56 08/21/25	FNMA	1,500	Fixed 0.560	02/21/23 Quarterly		08/25 08/21/25	100.00 1,500	0.56	93.56 1,403	-238 2.55	-6.4% -97	3.2 -9.4	3.22 0.01	HTM
3136G4V59	FNMA 0 5/8 08/27/25	FNMA	1,500	Fixed 0.625	05/27/22 Quarterly		08/25 08/27/25	100.00 1,500	0.62	93.74 1,406	-243 2.55	-6.3% -94	3.2 -9.4	3.22 -0.02	HTM
3134GWUG9	FHLMC 0.57 09/24/25	FHLMC	2,000	Fixed 0.570	06/24/22 Quarterly		09/25 09/24/25	100.00 2,000	0.57	93.52 1,870	-247 2.53	-6.5% -130	3.3 -9.6	3.30 0.01	HTM
3130AP2G9	FHLB 0 3/4 12/30/25	FHLB	1,000	Fixed 0.750	09/30/22 Quarterly		12/25 12/30/25	100.00 1,000	0.75	93.61 936	-232 2.55	-6.4% -64	3.4 -10.2	3.47 -0.05	HTM
3133EMXQ0	FFCB 0.94 04/28/26	FFCB	1,000	Fixed 0.940	04/28/22 Anytime		04/26 04/28/26	100.00 1,000	0.94	93.75 937	-225 2.57	-6.3% -63	3.6 -10.9	3.65 -0.16	HTM
Callable Agency			22,667	0.609				99.98 22,662	0.62	95.22 21,584	2.44	-4.8% -1,078	2.6 -7.7	2.61 -0.04	

Agency - CUSIP Detail

CUSIP	Security Description	Ticker	Par	Cpn Type Coupon	Next Call Dt Call Type	Step Date Step Cpn	Maturity	Book		Market		Gain/(Loss)	% Px Δ	Eff.	ESG/Gr Intent
							Proj. Final	Price Value	Yield	Price Value	bp→ call Yield	% \$	-100 +300	Dur Cvx	
3130AN5K2	FHLB 0.3 07/20/26	FHLB	1,500	Step 0.300	07/20/22 One time	07/20/22 1.500	07/26 07/20/26	100.00 1,500	1.41	95.04 1,426	2.64	-5.0% -74	3.9 -11.6	4.12 0.16	HTM
3130AMMJ8	FHLB 0.4 06/09/26	FHLB	1,000	Step 0.400	06/09/23 One time	06/09/23 1.500	06/26 06/09/26	100.00 1,000	1.18	94.29 943	2.62	-5.7% -57	3.6 -11.3	3.77 -0.09	HTM
3130AMMW9	FHLB 0 5/8 06/10/26	FHLB	1,500	Step 0.625	06/10/22 Quarterly	06/10/22 0.875	06/26 06/10/26	100.00 1,500	1.32	94.16 1,412	2.80	-5.8% -88	3.7 -11.3	3.82 -0.50	HTM
3130AMDE9	FHLB 0 1/2 05/12/26	FHLB	1,500	Step 0.500	05/12/22 Quarterly	05/12/22 1.000	08/25 05/12/26	100.00 1,500	1.20	94.57 1,419	2.90	-5.4% -81	3.2 -10.6	3.39 -0.30	HTM
3130AQPR8	FHLB 1.3 02/18/27	FHLB	1,000	Step 1.300	05/18/22 Quarterly	02/18/24 2.600	02/24 02/18/27	100.00 1,000	1.30	96.79 968	3.07	-3.2% -32	2.6 -11.5	3.10 -0.69	HTM
3130ARCD1	FHLB 2 03/29/27	FHLB	1,000	Step 2.000	06/29/22 Quarterly	03/29/23 2.500	03/23 03/29/27	100.00 1,000	2.00	99.48 995	2.53	-0.5% -5	1.1 -8.5	1.78 -1.69	HTM
Agency Step			7,500	0.778				100.00 7,500	1.38	95.50 7,162	2.76	-4.5% -338	3.1 -10.8	3.41 -0.47	
Total			37,667	1.021				100.29 37,777	0.80	96.40 36,309	2.32	-3.9% -1,468	2.3 -7.2	2.40 -0.11	

Municipal - CUSIP Detail

CUSIP Issuer	State BQ	Sector Use of Proceeds	Par Value	Cpn	Maturity	Sink Date Next Call	Rating	Book		Market		Gain/(Loss)	% Px Δ	Eff.	ESG/Gr Intent
							Moody's S&P	Price Value	TEY	Price Value	TEY	% \$	-100 +300	Dur Cvx	
052403GX4	TX	Taxable GO					Aa1	101.49		101.27		-0.2%	0.3	0.34	
AUSTIN TEX CMNTY COLLE	No	Higher Education	1,875	5.000	08/01/22		AA+	1,903	0.54	1,899	1.21	-4	-1.0	0.00	HTM
067167YR1	TX	Taxable GO					Aaa	111.76		103.98		-7.0%	3.7	3.58	
BARBERS HILL TEX INDPT S	No	Pri. / Sec. Ed.	500	4.000	02/15/26		AAA	559	0.90	520	2.91	-39	-10.1	0.15	HTM
088632CT9	MO	Taxable GO					Aa2	101.21		93.37		-7.7%	3.5	3.37	
BI-STATE DEV AGY MO ILL	No	Other	1,525	1.344	10/01/25		AA	1,544	0.99	1,424	3.37	-120	-9.6	0.13	HTM
114727VY3	NY	Taxable GO					NR	100.05		100.02		0.0%	0.1	0.08	
BROOME CNTY N Y	No	Gen. Purp./Pub. Imp.	1,358	1.000	04/29/22		NR	1,359	0.34	1,358	0.73	0	-0.2	0.00	HTM
150461M57	TX	Taxable GO					NR	129.31		100.54		-22.2%	3.3	3.20	
CEDAR PARK TEX	No	Gen. Purp./Pub. Imp.	2,360	2.950	08/15/25		AA+	3,052	-4.93	2,373	2.78	-679	-9.1	0.12	HTM
20772GE61	CT	Taxable GO					Aa3	110.16		105.92		-3.8%	1.9	1.87	
CONNECTICUT ST	No	Other	1,205	5.730	03/15/24		A+	1,327	0.51	1,276	2.61	-51	-5.4	0.04	HTM
20772KJX8	CT	Taxable GO					Aa3	104.09		97.90		-5.9%	3.2	3.11	
CONNECTICUT ST	No	Gen. Purp./Pub. Imp.	235	2.098	07/01/25		A+	245	0.82	230	2.78	-15	-8.9	0.11	HTM
235308D75	TX	Taxable GO					Aaa	92.45		103.99		12.5%	3.2	3.15	
DALLAS TEX INDPT SCH DI	No	Pri. / Sec. Ed.	2,750	4.000	08/15/25		AAA	2,542	6.53	2,860	2.75	317	-9.0	0.12	HTM
345102PG6	CA	Taxable GO					Aaa	100.63		93.84		-6.8%	3.3	3.26	
FOOTHILL-DE ANZA CALIF C	No	Higher Education	700	0.906	08/01/25		AAA	704	0.71	657	2.85	-48	-9.3	0.12	HTM
365820HB8	OH	Taxable GO					Aa2	104.00		100.46		-3.4%	1.8	1.92	
GARFIELD HEIGHTS OHIO C	No	Pri. / Sec. Ed.	250	3.100	12/15/24	06/15/23	NR	260	-0.20	251	2.71	-9	-6.7	-0.53	HTM
419791YT9	HI	Taxable GO					Aa2	116.44		108.85		-6.5%	3.6	3.48	
HAWAII ST	No	Gen. Purp./Pub. Imp.	1,500	5.330	02/01/26		AA+	1,747	0.95	1,633	2.88	-114	-9.9	0.15	HTM
473142QY6	MO	Taxable GO					NR	100.00		92.79		-7.2%	3.9	3.79	
JEFFERSON CNTY MO CON	No	Pri. / Sec. Ed.	300	1.200	03/01/26		AA+	300	1.20	278	3.17	-22	-10.7	0.16	HTM
473142QW0	MO	Taxable GO					NR	100.00		96.24		-3.8%	1.9	1.90	
JEFFERSON CNTY MO CON	No	Pri. / Sec. Ed.	200	0.650	03/01/24		AA+	200	0.65	192	2.67	-8	-5.5	0.04	HTM
473142QX8	MO	Taxable GO					NR	100.00		94.43		-5.6%	2.9	2.85	
JEFFERSON CNTY MO CON	No	Pri. / Sec. Ed.	280	0.950	03/01/25		AA+	280	0.95	264	2.95	-16	-8.1	0.10	HTM
473142QV2	MO	Taxable GO					NR	100.00		98.69		-1.3%	0.9	0.93	
JEFFERSON CNTY MO CON	No	Pri. / Sec. Ed.	260	0.450	03/01/23		AA+	260	0.45	257	1.89	-3	-2.7	0.01	HTM
64763FTY5	LA	Taxable GO					A1	107.25		104.23		-2.8%	1.7	1.61	
NEW ORLEANS LA	No	Gen. Purp./Pub. Imp.	360	5.000	12/01/23		AA	386	0.63	375	2.40	-11	-4.8	0.03	HTM
64763FQE2	LA	Taxable GO					A2	101.47		101.29		-0.2%	0.4	0.43	
NEW ORLEANS LA	No	Gen. Purp./Pub. Imp.	1,000	4.442	09/01/26	09/01/22	A+	1,015	0.92	1,013	1.35	-2	-1.3	0.00	HTM
64966H4M9	NY	Taxable GO				10/01/22	Aa2	106.82		102.80		-3.8%	1.5	1.45	
NEW YORK N Y	No	Gen. Purp./Pub. Imp.	5,560	5.047	10/01/24		AA	5,939	0.57	5,716	3.15	-223	-4.3	0.03	HTM

Municipal - CUSIP Detail

CUSIP Issuer	State BQ	Sector Use of Proceeds	Par Value	Cpn	Maturity	Sink Date Next Call	Rating	Book		Market		Gain/(Loss)	% Px Δ	Eff.	ESG/Gr Intent
							Moody's S&P	Price Value	TEY	Price Value	TEY	% \$	-100 +300	Dur Cvx	
6817126Z3	NE	Taxable GO					Aa2	100.33		92.70		-7.6%	4.0	3.91	
OMAHA NEB	No	Gen. Purp./Pub. Imp.	750	0.983	04/15/26		AA+	752	0.90	695	2.91	-57	-11.0	0.17	HTM
70914PME9	PA	Taxable GO				02/15/23	Aa3	109.52		101.43		-7.4%	2.3	2.29	
PENNSYLVANIA (COMMON	No	Gen. Purp./Pub. Imp.	1,475	4.650	02/15/26		A+	1,615	0.70	1,496	4.02	-119	-6.6	0.08	HTM
894673TA0	PA	Taxable GO					Aaa	100.73		93.44		-7.2%	3.8	3.76	
TREDYFFRIN-EASTTOWN P	No	Pri. / Sec. Ed.	275	1.159	02/15/26		NR	277	0.97	257	2.96	-20	-10.6	0.16	HTM
Total Taxable GO			24,718	3.748			Aa1	106.26		101.24		-4.7%	2.2	2.17	
							AA+	26,266	0.59	25,025	2.68	-1,241	-6.2	0.07	
084244HX3	WV	Taxable REV					Aa3	100.79		97.61		-3.2%	1.7	1.67	
BERKELEY CNTY W VA BLD	No	Gen. Purp./Pub. Imp.	1,010	0.886	12/01/23		NR	1,018	0.41	986	2.35	-32	-4.9	0.03	HTM
207580AP6	CT	Taxable REV					NR	100.00		97.28		-2.7%	1.6	1.63	Y/Y
CONNECTICUT GREEN BK	No	Utilities	300	0.550	11/15/23		A+	300	0.55	292	2.27	-8	-4.8	0.03	HTM
207580AN1	CT	Taxable REV					NR	100.00		99.40		-0.6%	0.6	0.63	Y/Y
CONNECTICUT GREEN BK	No	Utilities	124	0.350	11/15/22		A+	124	0.35	123	1.33	-1	-1.9	0.01	HTM
207580AQ4	CT	Taxable REV					NR	100.00		95.29		-4.7%	2.6	2.56	Y/Y
CONNECTICUT GREEN BK	No	Utilities	275	0.850	11/15/24		A+	275	0.85	262	2.72	-13	-7.4	0.08	HTM
207580AR2	CT	Taxable REV					NR	100.00		93.75		-6.2%	3.6	3.51	Y/Y
CONNECTICUT GREEN BK	No	Utilities	200	1.200	11/15/25		A+	200	1.20	188	3.03	-12	-10.0	0.14	HTM
20775C6C3	CT	Taxable REV					Aaa	103.66		97.89		-5.6%	2.6	2.52	
CONNECTICUT ST HSG FIN	No	Other	300	2.097	11/15/24		AAA	311	0.69	294	2.94	-17	-7.3	0.08	HTM
23542JQP3	TX	Taxable REV					NR	100.99		94.62		-6.3%	3.5	3.40	
DALLAS TEX WTRWKS & S	No	Water Sewer	1,350	1.007	10/01/25		AAA	1,363	0.72	1,277	2.62	-86	-9.7	0.13	HTM
427908EF1	FL	Taxable REV					Aa2	100.00		95.71		-4.3%	2.2	2.13	
HERNANDO CNTY FLA WTR	No	Water Sewer	250	0.589	06/01/24		NR	250	0.59	239	2.64	-11	-6.2	0.06	HTM
427908EE4	FL	Taxable REV					Aa2	100.00		98.14		-1.9%	1.2	1.18	
HERNANDO CNTY FLA WTR	No	Water Sewer	250	0.365	06/01/23		NR	250	0.36	245	1.98	-5	-3.5	0.02	HTM
46256QLX2	IA	Taxable REV					NR	99.68		99.52		-0.2%	0.5	0.51	
IOWA ST BRD REGENTS HO	No	Other	1,000	0.200	10/01/22		NR	997	0.85	995	1.16	-2	-1.5	0.00	HTM
46873TAD5	TN	Taxable REV					NR	104.15		101.11		-2.9%	1.5	1.81	
JACKSON TENN ENERGY A	No	Gen. Purp./Pub. Imp.	1,925	3.400	04/01/26	04/01/23	AA	2,005	-0.72	1,946	2.28	-59	-8.0	-0.47	HTM
485106UX4	MO	Taxable REV					A2	101.58		92.79		-8.7%	3.9	3.82	
KANSAS CITY MO SPL OBLI	No	Gen. Purp./Pub. Imp.	1,000	1.475	04/01/26		AA-	1,016	1.07	928	3.42	-88	-10.8	0.17	HTM
56042RJ52	ME	Taxable REV					A1	101.05		101.05		0.0%	4.2	4.09	
MAINE HEALTH & HIGHER E	No	Other	200	1.304	07/01/26		AA	202	1.05	202	1.05	0	-11.5	0.19	HTM
56042RJ29	ME	Taxable REV					A1	100.00		97.66		-2.3%	1.3	1.26	
MAINE HEALTH & HIGHER E	No	Other	250	0.509	07/01/23		AA	250	0.51	244	2.41	-6	-3.7	0.02	HTM
56042RH96	ME	Taxable REV					A1	100.00		99.54		-0.5%	0.3	0.25	
MAINE HEALTH & HIGHER E	No	Other	200	0.359	07/01/22		AA	200	0.36	199	2.18	-1	-0.8	0.00	HTM

Municipal - CUSIP Detail

CUSIP Issuer	State BQ	Sector Use of Proceeds	Par Value	Cpn	Maturity	Sink Date Next Call	Rating	Book		Market		Gain/(Loss)	% Px Δ	Eff.	ESG/Gr Intent
							Moody's S&P	Price Value	TEY	Price Value	TEY	% \$	-100 +300	Dur Cvx	
56042RJ37	ME	Taxable REV					A1	100.00		95.16		-4.8%	2.2	2.21	
MAINE HEALTH & HIGHER E	No	Other	250	0.711	07/01/24		AA	250	0.71	238	2.95	-12	-6.4	0.06	HTM
86666PAC2	AZ	Taxable REV					NR	100.20		95.45		-4.7%	2.2	2.20	
MARICOPA COUNTY SUN CI	No	Other	600	1.099	07/01/24		A+	601	1.01	573	3.21	-28	-6.4	0.06	HTM
86666PAE8	AZ	Taxable REV					NR	100.68		92.20		-8.4%	4.2	4.04	
MARICOPA COUNTY SUN CI	No	Other	500	1.707	07/01/26		A+	503	1.54	461	3.71	-42	-11.4	0.19	HTM
57419TDX6	MD	Taxable REV					Aa1	104.07		97.67		-6.1%	2.9	2.81	
MARYLAND ST CMNTY DEV	No	Other	265	2.198	03/01/25		NR	276	0.79	259	3.04	-17	-8.0	0.09	HTM
57604TAB2	MA	Taxable REV					Aa1	113.40		107.49		-5.2%	3.0	2.90	
MASSACHUSETTS ST TRAN	No	Transportation	1,000	5.203	06/01/25		AA+	1,134	0.91	1,075	2.72	-59	-8.4	0.10	HTM
61945DAZ4	VA	Taxable REV					A2	102.33		93.65		-8.5%	3.8	3.76	
MOSAIC DIST CMNTY DEV A	No	Gen. Purp./Pub. Imp.	250	1.711	03/01/26		AA	256	1.10	234	3.46	-22	-10.6	0.16	HTM
64972C3F8	NY	Taxable REV					Aa2	101.40		101.08		-0.3%	0.6	0.59	
NEW YORK N Y CITY HSG D	No	Other	1,670	3.263	11/01/22		AA+	1,693	0.87	1,688	1.41	-5	-1.8	0.00	HTM
64971WDP2	NY	Taxable REV					Aa1	107.13		101.44		-5.3%	2.2	2.33	
NEW YORK N Y CITY TRANS	No	Gen. Purp./Pub. Imp.	700	3.780	02/01/26	02/01/24	AAA	750	-0.10	710	2.97	-40	-8.4	-0.36	HTM
64971M5K4	NY	Taxable REV					Aa1	114.38		107.26		-6.2%	3.4	3.24	
NEW YORK N Y CITY TRANS	No	Gen. Purp./Pub. Imp.	520	5.075	11/01/25		AAA	595	0.98	558	2.93	-37	-9.4	0.13	HTM
650009S20	NY	Taxable REV					A1	104.78		96.99		-7.4%	3.6	3.55	
NEW YORK ST TWY AUTH G	No	Transportation	400	2.406	01/01/26		A	419	1.10	388	3.26	-31	-10.1	0.15	HTM
68189TBA3	NE	Taxable REV				02/01/23	Aa3	110.10		105.83		-3.9%	1.9	1.86	
OMAHA NEB SPL OBLIG	No	Gen. Purp./Pub. Imp.	615	6.400	02/01/26		AA+	677	1.17	651	3.29	-26	-5.4	0.05	HTM
73358W4V3	NY	Taxable REV					Aa3	100.91		98.89		-2.0%	1.3	1.25	
PORT AUTH N Y & N J	No	Transportation	1,000	1.086	07/01/23		A+	1,009	0.36	989	1.99	-20	-3.7	0.02	HTM
79770GJA5	CA	Taxable REV					NR	100.52		95.97		-4.5%	2.3	2.27	
SAN FRANCISCO CALIF CIT	No	Other	455	1.286	08/01/24		AA	457	1.06	437	3.09	-21	-6.6	0.06	HTM
798111HF0	CA	Taxable REV					A1	100.92		94.93		-5.9%	4.6	4.49	
SAN JOAQUIN HILLS CALIF	No	Transportation	750	2.153	01/15/27		AA	757	1.95	712	3.31	-45	-12.6	0.23	HTM
83754LAX5	SD	Taxable REV					NR	100.73		93.93		-6.7%	4.1	3.99	
SOUTH DAKOTA EDL ENHA	No	Other	1,000	1.495	06/01/26		NR	1,007	1.32	939	3.06	-68	-11.2	0.18	HTM
882669BS2	TX	Taxable REV					Aa1	100.00		96.03		-4.0%	1.9	1.83	
TEXAS PUBLIC FINANCE AU	No	Gen. Purp./Pub. Imp.	1,000	0.503	02/01/24		AA+	1,000	0.50	960	2.73	-40	-5.3	0.04	HTM
882669BR4	TX	Taxable REV					Aa1	100.00		98.66		-1.3%	0.9	0.85	
TEXAS PUBLIC FINANCE AU	No	Gen. Purp./Pub. Imp.	2,000	0.286	02/01/23		AA+	2,000	0.29	1,973	1.91	-27	-2.5	0.01	HTM
91476PDR6	OK	Taxable REV					NR	101.98		100.03		-1.9%	0.8	1.34	
UNIVERSITY OKLA REVS	No	Higher Education	300	3.023	07/01/25	07/01/22	A+	306	-4.67	300	2.88	-6	-7.2	-0.86	HTM
927781VU5	VA	Taxable REV					Aa1	109.89		104.69		-4.7%	2.3	2.28	
VIRGINIA COLLEGE BUILDIN	No	Higher Education	755	4.750	09/01/24		AA+	830	0.63	790	2.73	-39	-6.6	0.07	HTM

Municipal - CUSIP Detail

CUSIP Issuer	State BQ	Sector Use of Proceeds	Par Value	Cpn	Maturity	Sink Date Next Call	Rating		Book		Market		Gain/(Loss)	% Px Δ	Eff.	ESG/Gr Intent
							Moody's S&P		Price Value	TEY	Price Value	TEY	% \$	-100 +300	Dur Cvx	
Total Taxable REV							Aa2		102.72		98.64		-4.0%	2.2	2.16	
							AA+		23,282	0.58	22,356	2.51	-926	-6.6	0.00	
Total Taxable							Aa1		104.57		100.00		-4.4%	2.2	2.17	
							AA+		49,548	0.59	47,380	2.60	-2,167	-6.4	0.04	
882874KQ2	TX	GM REV					Aa3		111.16		105.60		-5.0%	3.1	3.03	
TEXAS WOMANS UNIV REV	No	Higher Education	315	4.000	07/01/25		NR		350	0.68	333	2.79	-18	-8.7	0.11	HTM
Total GM REV							Aa3		111.16		105.60		-5.0%	3.1	3.03	
									350	0.68	333	2.79	-18	-8.7	0.11	
Total Tax Exempt							Aa3		111.16		105.60		-5.0%	3.1	3.03	
									350	0.68	333	2.79	-18	-8.7	0.11	
Total							Aa1		104.61		100.03		-4.4%	2.2	2.17	
							AA+		49,898	0.59	47,713	2.60	-2,185	-6.4	0.04	

Corporate - CUSIP Detail

CUSIP	Sector	Par Value	Cpn	Maturity	Index Margin	Rating	Book		Market		Gain/(Loss)	% Px Δ	Eff.	ESG/Gr Intent
						S&P Moody's	Price Value	Yield	Price Value	Yield	\$	-100 +300	Dur Cvx	
742404AK2	Services					AAA	104.36		101.80		-2.5%	1.3	1.23	
RNCON 4.105 07/01/23	Service Company	1,000	4.105	07/01/23		Aa1	1,044	0.60	1,018	2.63	-26	-3.7	0.02	HTM
Services						AAA	104.36		101.80		-2.5%	1.3	1.23	
		1,000	4.105			Aa1	1,044	0.60	1,018	2.63	-26	-3.7	0.02	
Total						AAA	104.36		101.80		-2.5%	1.3	1.23	
		1,000	4.105			Aa1	1,044	0.60	1,018	2.63	-26	-3.7	0.02	

CD - CUSIP Detail

CUSIP	Security Description	Par Value	Coupon	Step	Maturity	Book		Market		Gain/(Loss)	% Px Δ	Effective	ESG/Gr Intent
			Type Rate	Date Rate	Proj. Final	Price Value	Yield	Price Value	Yield	\$	-100 +300	Dur Cvx	
91435LAG2	UNIICC 3.05 05/15/23	240	Fixed 3.050		05/23 05/15/23	102.74 247	0.60	102.74 247	0.60	0.0% 0	1.1 -3.3	1.11 0.02	HTM
034577AK2	ANEFCU 3.2 06/21/23	246	Fixed 3.200		06/23 06/21/23	103.22 254	0.56	103.22 254	0.56	0.0% 0	1.2 -3.6	1.21 0.02	HTM
549104TM9	LSAVBK 0.2 11/20/23	248	Fixed 0.200		11/23 11/20/23	97.84 243	1.54	97.84 243	1.54	0.0% 0	1.7 -4.8	1.65 0.03	HTM
05580AD68	BMW 0.65 09/17/24	245	Fixed 0.650		09/24 09/17/24	100.00 245	0.65	100.00 245	0.65	0.0% 0	2.5 -6.9	2.42 0.07	HTM
87165FA20	SYF 0.65 09/17/24	245	Fixed 0.650		09/24 09/17/24	100.00 245	0.65	100.00 245	0.65	0.0% 0	2.5 -6.9	2.42 0.07	HTM
70962LBA9	PENCRD 1 1/4 01/31/25	245	Fixed 1.250		01/25 01/31/25	100.00 245	1.26	100.00 245	1.26	0.0% 0	2.8 -7.9	2.76 0.09	HTM
795451AK9	SALLMA 1.1 08/11/26	245	Fixed 1.100		08/26 08/11/26	100.00 245	1.10	100.00 245	1.10	0.0% 0	4.3 -11.8	4.22 0.20	HTM
38149MZJ5	GS 1.05 09/08/26	245	Fixed 1.050		09/26 09/08/26	100.00 245	1.05	100.00 245	1.05	0.0% 0	4.4 -12.0	4.30 0.21	HTM
856285XL0	SBIIN 1.15 09/28/26	245	Fixed 1.150		09/26 09/28/26	100.00 245	1.15	100.00 245	1.15	0.0% 0	4.4 -12.1	4.34 0.21	HTM
NCD		2,204				100.41 2,213	0.95	100.41 2,213	0.95	0.0% 0	2.8 -7.7	2.71 0.10	
Total		2,204	1.362			100.41 2,213	0.95	100.41 2,213	0.95	0.0% 0	2.8 -7.7	2.71 0.10	

Other - CUSIP Detail

CUSIP	Ticker	Par Value	Coupon	Step	Maturity	Book		Market		Gain/(Loss)	% Px Δ	Effective	ESG/Gr Intent
			Type Rate	Date Rate	Proj. Final	Price Value	Yield	Price Value	Yield	\$	-100 +300	Dur Cvx	
			Fixed		04/22	100.00		100.00		0.0%	0.1	0.08	
TOACASH1		38,042	0.450		04/30/22	38,042	0.45	38,042	0.45	0	-0.2	0.00	AFS
Cash & Other		38,042	0.450			100.00		100.00		0.0%	0.1	0.08	
						38,042	0.45	38,042	0.45	0	-0.2	0.00	
Total		38,042	0.450			100.00		100.00		0.0%	0.1	0.08	
						38,042	0.45	38,042	0.45	0	-0.2	0.00	

Shocked CUSIP Analysis

CUSIP Description	Par Value Coupon Maturity	-300		-200		-100		Base		+100		+200		+300	
		\$ Amt Δ Mkt Px	% Px Δ Mkt Yld WAL	\$ Amt Δ Mkt Px	% Px Δ Mkt Yld WAL	\$ Amt Δ Mkt Px	% Px Δ Mkt Yld WAL	\$ Amt Δ Mkt Px	% Px Δ Mkt Yld Dur WAL	\$ Amt Δ Mkt Px	% Px Δ Mkt Yld WAL	\$ Amt Δ Mkt Px	% Px Δ Mkt Yld WAL	\$ Amt Δ Mkt Px	% Px Δ Mkt Yld WAL
3133EMZ70 FFCB 0.48 02/10/25	1,000 0.48 02/10/2025	57 100.09 0.02	6.00% -4.29 0.02	49 99.32 1.02	5.18% 1.02 1.28	26 97.02 2.28	2.75% 1.82 2.75	0 94.43 2.75	0.00% 2.57 2.78	-26 91.84 2.86	-2.74% 3.50 2.86	-51 89.31 2.86	-5.41% 4.50 2.86	-76 86.86 2.86	-8.01% 5.50 2.86
3133EM3E0 FFCB 0.61 05/23/25	1,000 0.61 05/23/2025	60 100.21 0.02	6.32% -9.95 0.02	52 99.45 0.96	5.51% 0.96 1.56	28 97.05 2.56	2.97% 1.79 2.56	0 94.26 2.98	0.00% 2.57 3.06	-28 91.45 3.15	-2.98% 3.50 3.15	-56 88.70 3.15	-5.89% 4.50 3.15	-82 86.04 3.15	-8.72% 5.50 3.15
3133EMXQ0 FFCB 0.94 04/28/26	1,000 0.94 04/28/2026	65 100.28 0.08	6.97% -2.57 0.08	60 99.72 1.12	6.37% 1.12 1.58	34 97.10 3.33	3.58% 1.84 3.33	0 93.75 3.65	0.00% 2.57 4.08	-35 90.28 4.08	-3.70% 3.52 4.08	-69 86.85 4.08	-7.36% 4.51 4.08	-102 83.53 4.08	-10.89% 5.50 4.08
3133EFUJ4 FFCB 2.15 12/29/22	3,000 2.15 12/29/2022	69 102.84 0.75	2.30% -1.61 0.75	46 102.06 0.60	1.52% -0.60 0.75	23 101.29 0.75	0.76% 0.42 0.75	0 100.53 0.75	0.00% 1.43 0.75	-23 99.78 0.75	-0.75% 2.45 0.75	-45 99.03 0.75	-1.49% 3.47 0.75	-67 98.29 0.75	-2.23% 4.50 0.75
3130AMDE9 FHLB 0 1/2 05/12/26	1,500 0.50 05/12/2026	87 100.37 0.12	6.14% -2.66 0.12	79 99.85 1.25	5.58% 1.25 0.37	46 97.64 2.37	3.24% 2.00 2.37	0 94.57 3.39	0.00% 2.90 3.37	-50 91.25 3.87	-3.51% 3.74 3.87	-101 87.86 4.12	-7.09% 4.60 4.12	-151 84.52 4.12	-10.63% 5.58 4.12
3130AP2G9 FHLB 0 3/4 12/30/25	1,000 0.75 12/30/2025	75 101.08 0.50	7.98% -1.40 0.50	59 99.48 1.05	6.27% 1.05 1.75	32 96.81 3.00	3.42% 1.85 3.00	0 93.61 3.47	0.00% 2.55 3.75	-33 90.35 3.75	-3.48% 3.52 3.75	-65 87.16 3.75	-6.89% 4.51 3.75	-95 84.07 3.75	-10.19% 5.51 3.75
3130AMMW9 FHLB 0 5/8 06/10/26	1,500 0.63 06/10/2026	96 100.56 0.19	6.79% -2.24 0.19	86 99.92 1.04	6.11% 1.04 0.19	52 97.61 4.19	3.66% 1.92 4.19	0 94.16 3.82	0.00% 2.80 4.19	-55 90.52 4.19	-3.87% 3.78 4.19	-108 86.96 4.19	-7.65% 4.78 4.19	-159 83.55 4.19	-11.27% 5.78 4.19
3130AN5K2 FHLB 0.3 07/20/26	1,500 0.30 07/20/2026	84 100.66 0.31	5.91% -1.84 0.31	79 100.30 0.67	5.53% -0.67 0.31	55 98.71 4.31	3.86% 1.72 4.31	0 95.04 4.12	0.00% 2.64 4.31	-58 91.20 4.31	-4.04% 3.64 4.31	-113 87.52 4.31	-7.91% 4.64 4.31	-165 84.02 4.31	-11.60% 5.64 4.31
3130AJZJ1 FHLB 0.32 08/25/23	2,667 0.32 08/25/2023	70 100.21 0.02	2.70% -10.22 0.02	67 100.09 -4.46	2.58% -4.46 0.02	36 98.94 0.90	1.40% 1.51 0.90	0 97.58 1.40	0.00% 2.20 1.32	-36 96.21 1.40	-1.40% 3.10 1.40	-72 94.87 1.40	-2.77% 4.12 1.40	-107 93.55 1.40	-4.13% 5.15 1.40
3130AMMJ8 FHLB 0.4 06/09/26	1,000 0.40 06/09/2026	73 101.58 1.19	7.73% -0.91 1.19	57 100.03 0.38	6.09% 0.38 1.19	34 97.64 4.19	3.55% 1.77 4.19	0 94.29 3.77	0.00% 2.62 4.19	-36 90.67 4.19	-3.84% 3.59 4.19	-72 87.09 4.19	-7.63% 4.58 4.19	-106 83.67 4.19	-11.26% 5.59 4.19
3130AND72 FHLB 0.43 04/29/24	1,000 0.43 04/29/2024	41 100.26 0.08	4.30% -2.72 0.08	37 99.84 0.91	3.86% 0.91 0.33	20 98.09 1.58	2.04% 1.66 1.58	0 96.13 2.03	0.00% 2.35 2.08	-19 94.19 2.08	-2.02% 3.35 2.08	-38 92.29 2.08	-3.99% 4.35 2.08	-57 90.44 2.08	-5.92% 5.35 2.08
3130APAF2 FHLB 0.52 10/07/24	1,000 0.52 10/07/2024	48 100.07 0.02	5.04% -3.05 0.02	44 99.63 1.01	4.57% 1.01 0.77	23 97.59 1.77	2.43% 1.91 1.77	0 95.27 2.43	0.00% 2.47 2.52	-23 92.97 2.52	-2.42% 3.46 2.52	-46 90.72 2.52	-4.78% 4.45 2.52	-67 88.54 2.52	-7.07% 5.45 2.52

Shocked CUSIP Analysis

CUSIP	Par Value	-300		-200		-100		Base		+100		+200		+300	
		\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ
Description	Coupon	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld
	Maturity		WAL		WAL		WAL	Dur	WAL		WAL		WAL		WAL
3130AMJX1	1,500	73	5.08%	67	4.69%	37	2.56%	0	0.00%	-37	-2.56%	-73	-5.08%	-107	-7.52%
FHLB 0.65 12/09/24	0.65	100.09	-2.93	99.72	1.01	97.69	1.82	95.25	2.61	92.81	3.47	90.42	4.47	88.09	5.47
	12/09/2024		0.03		0.78		2.03		2.57		2.53		2.69		2.69
3130AQFK4	1,000	44	4.55%	33	3.36%	17	1.78%	0	0.00%	-17	-1.77%	-34	-3.52%	-51	-5.22%
FHLB 0.76 01/19/24	0.76	101.83	-1.50	100.67	-0.07	99.13	1.86	97.40	2.24	95.67	3.25	93.98	4.27	92.31	5.29
	01/19/2024		0.80		0.80		0.80		1.78		1.80		1.80		1.80
3130AP6D2	1,000	74	7.96%	63	6.80%	36	3.86%	0	0.00%	-38	-4.02%	-75	-8.01%	-111	-11.86%
FHLB 1 09/30/26	1.00	100.72	-1.86	99.64	1.21	96.90	1.92	93.30	2.59	89.54	3.53	85.82	4.52	82.24	5.51
	09/30/2026		0.25		1.75		3.50		3.98		4.50		4.50		4.50
3130AQPR8	1,000	38	3.89%	36	3.73%	26	2.64%	0	0.00%	-34	-3.47%	-72	-7.43%	-111	-11.48%
FHLB 1.3 02/18/27	1.30	100.55	-2.80	100.39	-1.65	99.34	2.05	96.79	3.07	93.43	3.55	89.60	4.46	85.68	5.44
	02/18/2027		0.13		0.13		0.88		3.10		1.88		4.88		4.88
3130AQJ87	1,000	51	5.39%	51	5.33%	34	3.58%	0	0.00%	-38	-4.01%	-77	-8.11%	-115	-12.11%
FHLB 1.6 01/19/27	1.60	100.22	-2.55	100.17	-1.56	98.50	2.07	95.10	2.82	91.29	3.59	87.39	4.55	83.58	5.54
	01/19/2027		0.05		0.05		3.30		3.84		4.30		4.80		4.80
3130ARCD1	1,000	16	1.63%	14	1.38%	11	1.10%	0	0.00%	-23	-2.27%	-51	-5.17%	-84	-8.49%
FHLB 2 03/29/27	2.00	101.10	-2.43	100.85	-1.43	100.57	-0.31	99.48	2.53	97.22	3.63	94.34	4.49	91.04	5.35
	03/29/2027		0.25		0.25		0.25		1.78		1.00		2.25		3.25
3130ADRG9	4,500	131	2.89%	87	1.91%	43	0.95%	0	0.00%	-43	-0.94%	-85	-1.87%	-127	-2.79%
FHLB 2 3/4 03/10/23	2.75	103.97	-1.41	102.98	-0.40	102.01	0.61	101.05	1.62	100.10	2.64	99.16	3.66	98.23	4.68
	03/10/2023		0.94		0.94		0.94		0.94		0.94		0.94		0.94
3134GWUG9	2,000	141	7.57%	115	6.12%	61	3.28%	0	0.00%	-61	-3.28%	-121	-6.50%	-179	-9.60%
FHLMC 0.57 09/24/25	0.57	100.59	-1.94	99.24	1.01	96.58	1.86	93.52	2.53	90.44	3.51	87.44	4.51	84.54	5.51
	09/24/2025		0.23		1.73		2.73		3.30		3.48		3.48		3.48
3136G4V59	1,500	102	7.25%	84	5.97%	45	3.20%	0	0.00%	-45	-3.21%	-89	-6.35%	-132	-9.39%
FNMA 0 5/8 08/27/25	0.63	100.54	-2.73	99.34	1.03	96.74	1.89	93.74	2.55	90.73	3.54	87.78	4.53	84.93	5.54
	08/27/2025		0.16		1.66		2.66		3.22		3.41		3.41		3.41
3135G05R0	3,000	96	3.27%	75	2.56%	40	1.36%	0	0.00%	-40	-1.36%	-79	-2.70%	-118	-4.01%
FNMA 0.3 08/10/23	0.30	100.81	-1.94	100.11	-0.02	98.95	1.54	97.62	2.08	96.29	3.10	94.99	4.12	93.70	5.15
	08/10/2023		0.36		0.36		0.86		1.36		1.36		1.36		1.36
3136G4N74	1,500	116	8.24%	85	6.09%	45	3.21%	0	0.00%	-45	-3.21%	-89	-6.34%	-131	-9.37%
FNMA 0.56 08/21/25	0.56	101.28	-0.86	99.26	1.02	96.56	1.78	93.56	2.55	90.56	3.54	87.63	4.54	84.80	5.54
	08/21/2025		0.89		1.64		2.89		3.22		3.39		3.39		3.39
3136G4A45	1,500	90	6.40%	81	5.70%	44	3.09%	0	0.00%	-44	-3.11%	-87	-6.17%	-129	-9.12%
FNMA 0.71 07/22/25	0.71	100.21	-2.64	99.55	1.06	97.09	1.88	94.18	2.55	91.25	3.53	88.37	4.53	85.59	5.53
	07/22/2025		0.06		1.31		2.56		3.11		3.31		3.31		3.31

Shocked CUSIP Analysis

		-300		-200		-100		Base		+100		+200		+300	
CUSIP	Par Value	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ
Description	Coupon	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld
	Maturity		WAL		WAL		WAL	Dur	WAL		WAL		WAL		WAL
Treasury/Agency	37,667	1,798	4.95%	1,505	4.14%	846	2.33%	0	0.00%	-885	-2.44%	-1,767	-4.87%	-2,631	-7.25%
	1.02	101.17	-2.85	100.39	-0.06	98.64	1.48	96.40	2.32	94.05	3.27	91.70	4.26	89.41	5.26
			0.37		0.85		2.01	2.40	2.49		2.65		2.69		2.71
052403GX4	1,875	20	1.04%	13	0.69%	7	0.34%	0	0.00%	-7	-0.34%	-13	-0.68%	-19	-1.02%
AUSTIN TEX CMNTY	5.00	102.32	-1.84	101.96	-0.82	101.61	0.19	101.27	1.21	100.92	2.23	100.57	3.26	100.23	4.28
	08/01/2022		0.34		0.34		0.34		0.34		0.34		0.34		0.34
067167YR1	500	60	11.52%	39	7.52%	19	3.68%	0	0.00%	-18	-3.52%	-36	-6.90%	-53	-10.14%
BARBERS HILL TEX INDPT	4.00	115.96	-0.11	111.80	0.90	107.81	1.90	103.98	2.91	100.32	3.91	96.80	4.91	93.44	5.92
	02/15/2026		3.88		3.88		3.88		3.88		3.88		3.88		3.88
084244HX3	1,010	51	5.18%	34	3.42%	17	1.69%	0	0.00%	-16	-1.66%	-32	-3.29%	-48	-4.89%
BERKELEY CNTY W VA	0.89	102.66	-0.70	100.95	0.32	99.26	1.33	97.61	2.35	95.99	3.38	94.40	4.40	92.84	5.43
	12/01/2023		1.67		1.67		1.67		1.67		1.67		1.67		1.67
088632CT9	1,525	154	10.82%	101	7.07%	49	3.47%	0	0.00%	-47	-3.33%	-93	-6.54%	-137	-9.62%
BI-STATE DEV AGY MO ILL	1.34	103.48	0.34	99.97	1.35	96.61	2.36	93.37	3.37	90.26	4.37	87.27	5.38	84.39	6.39
	10/01/2025		3.50		3.50		3.50		3.50		3.50		3.50		3.50
114727VY3	1,358	3	0.24%	2	0.16%	1	0.08%	0	0.00%	-1	-0.08%	-2	-0.16%	-3	-0.24%
BROOME CNTY N Y	1.00	100.27	-2.26	100.18	-1.26	100.10	-0.27	100.02	0.73	99.94	1.74	99.86	2.75	99.78	3.76
	04/29/2022		0.08		0.08		0.08		0.08		0.08		0.08		0.08
150461M57	2,360	242	10.19%	158	6.66%	78	3.27%	0	0.00%	-75	-3.15%	-147	-6.18%	-216	-9.10%
CEDAR PARK TEX	2.95	110.79	-0.23	107.24	0.77	103.83	1.78	100.54	2.78	97.38	3.78	94.33	4.79	91.40	5.79
	08/15/2025		3.38		3.38		3.38		3.20		3.38		3.38		3.38
207580AN1	124	2	1.93%	2	1.28%	1	0.64%	0	0.00%	-1	-0.63%	-2	-1.26%	-2	-1.88%
CONNECTICUT GREEN BK	0.35	101.31	-1.73	100.67	-0.71	100.03	0.31	99.40	1.33	98.77	2.35	98.15	3.37	97.53	4.40
	11/15/2022		0.63		0.63		0.63		0.63		0.63		0.63		0.63
207580AP6	300	15	5.05%	10	3.33%	5	1.65%	0	0.00%	-5	-1.62%	-9	-3.21%	-14	-4.77%
CONNECTICUT GREEN BK	0.55	102.19	-0.78	100.52	0.23	98.88	1.25	97.28	2.27	95.70	3.29	94.15	4.31	92.64	5.34
	11/15/2023		1.63		1.63		1.63		1.63		1.63		1.63		1.63
207580AQ4	275	21	8.09%	14	5.31%	7	2.61%	0	0.00%	-7	-2.53%	-13	-4.99%	-19	-7.37%
CONNECTICUT GREEN BK	0.85	103.00	-0.29	100.34	0.72	97.77	1.72	95.29	2.72	92.87	3.73	90.53	4.73	88.27	5.73
	11/15/2024		2.63		2.63		2.63		2.56		2.63		2.63		2.63
207580AR2	200	21	11.24%	14	7.34%	7	3.59%	0	0.00%	-6	-3.45%	-13	-6.77%	-19	-9.95%
CONNECTICUT GREEN BK	1.20	104.29	0.02	100.63	1.02	97.12	2.03	93.75	3.03	90.52	4.04	87.41	5.04	84.42	6.05
	11/15/2025		3.63		3.63		3.63		3.51		3.63		3.63		3.63
20772GE61	1,205	74	5.82%	49	3.83%	24	1.89%	0	0.00%	-24	-1.85%	-47	-3.65%	-69	-5.42%
CONNECTICUT ST	5.73	112.09	-0.41	109.98	0.59	107.93	1.60	105.92	2.61	103.97	3.61	102.05	4.62	100.19	5.63
	03/15/2024		1.96		1.96		1.96		1.87		1.96		1.96		1.96

Shocked CUSIP Analysis

		-300		-200		-100		Base		+100		+200		+300	
CUSIP	Par Value	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ
Description	Coupon	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld
	Maturity		WAL		WAL		WAL	Dur	WAL		WAL		WAL		WAL
20772KJX8	235	23	9.93%	15	6.50%	7	3.19%	0	0.00%	-7	-3.07%	-14	-6.04%	-20	-8.89%
CONNECTICUT ST	2.10	107.62	-0.23	104.25	0.77	101.02	1.77	97.90	2.78	94.89	3.78	91.99	4.79	89.19	5.79
	07/01/2025		3.25		3.25		3.25	3.11	3.25		3.25		3.25		3.25
20775C6C3	300	23	7.99%	15	5.24%	8	2.58%	0	0.00%	-7	-2.50%	-14	-4.92%	-21	-7.27%
CONNECTICUT ST HSG	2.10	105.71	-0.08	103.02	0.93	100.41	1.93	97.89	2.94	95.44	3.94	93.07	4.94	90.77	5.95
	11/15/2024		2.63		2.63		2.63	2.52	2.63		2.63		2.63		2.63
235308D75	2,750	288	10.06%	188	6.58%	92	3.23%	0	0.00%	-89	-3.11%	-174	-6.10%	-257	-8.98%
DALLAS TEX INDPT SCH	4.00	114.44	-0.26	110.83	0.75	107.34	1.75	103.99	2.75	100.76	3.76	97.64	4.76	94.65	5.77
	08/15/2025		3.38		3.38		3.38	3.15	3.38		3.38		3.38		3.38
23542JQP3	1,350	139	10.88%	91	7.11%	45	3.48%	0	0.00%	-43	-3.35%	-84	-6.57%	-123	-9.67%
DALLAS TEX WTRWKS &	1.01	104.92	-0.39	101.35	0.62	97.92	1.62	94.62	2.62	91.45	3.63	88.40	4.63	85.47	5.63
	10/01/2025		3.50		3.50		3.50	3.40	3.50		3.50		3.50		3.50
345102PG6	700	68	10.36%	45	6.78%	22	3.32%	0	0.00%	-21	-3.20%	-41	-6.28%	-61	-9.25%
FOOTHILL-DE ANZA CALIF	0.91	103.57	-0.16	100.20	0.85	96.96	1.85	93.84	2.85	90.84	3.86	87.94	4.86	85.16	5.87
	08/01/2025		3.34		3.34		3.34	3.26	3.34		3.34		3.34		3.34
365820HB8	250	11	4.47%	8	3.18%	4	1.77%	0	0.00%	-5	-2.09%	-11	-4.37%	-17	-6.72%
GARFIELD HEIGHTS OHIO	3.10	104.95	-0.96	103.65	0.07	102.24	1.23	100.46	2.71	98.36	4.06	96.07	4.76	93.71	5.63
	12/15/2024		1.21		1.21		1.21	1.92	1.21		1.79		2.54		2.71
419791YT9	1,500	183	11.20%	119	7.31%	58	3.58%	0	0.00%	-56	-3.43%	-110	-6.72%	-161	-9.88%
HAWAII ST	5.33	121.04	-0.14	116.80	0.87	112.74	1.87	108.85	2.88	105.11	3.88	101.53	4.89	98.09	5.89
	02/01/2026		3.84		3.84		3.84	3.48	3.84		3.84		3.84		3.84
427908EF1	250	16	6.68%	11	4.39%	5	2.17%	0	0.00%	-5	-2.11%	-10	-4.16%	-15	-6.16%
HERNANDO CNTY FLA	0.59	102.10	-0.37	99.91	0.63	97.78	1.63	95.71	2.64	93.69	3.64	91.73	4.64	89.81	5.64
	06/01/2024		2.17		2.17		2.17	2.13	2.17		2.17		2.17		2.17
427908EE4	250	9	3.61%	6	2.39%	3	1.19%	0	0.00%	-3	-1.17%	-6	-2.32%	-8	-3.46%
HERNANDO CNTY FLA	0.37	101.69	-1.06	100.49	-0.05	99.31	0.96	98.14	1.98	96.99	3.00	95.86	4.03	94.74	5.05
	06/01/2023		1.17		1.17		1.17	1.18	1.17		1.17		1.17		1.17
46256QLX2	1,000	15	1.55%	10	1.03%	5	0.51%	0	0.00%	-5	-0.51%	-10	-1.01%	-15	-1.51%
IOWA ST BRD REGENTS	0.20	101.06	-1.89	100.54	-0.87	100.03	0.14	99.52	1.16	99.01	2.18	98.51	3.20	98.01	4.23
	10/01/2022		0.50		0.50		0.50	0.51	0.50		0.50		0.50		0.50
46873TAD5	1,925	73	3.73%	52	2.67%	30	1.55%	0	0.00%	-42	-2.16%	-96	-4.92%	-156	-8.01%
JACKSON TENN ENERGY	3.40	104.87	-1.41	103.81	-0.39	102.67	0.72	101.11	2.28	98.92	3.86	96.13	4.61	93.01	5.36
	04/01/2026		1.00		1.00		1.00	1.81	1.00		2.50		3.50		4.00
473142QY6	300	34	12.16%	22	7.93%	11	3.88%	0	0.00%	-10	-3.71%	-20	-7.27%	-30	-10.67%
JEFFERSON CNTY MO	1.20	104.07	0.16	100.15	1.16	96.39	2.17	92.79	3.17	89.35	4.17	86.05	5.18	82.89	6.18
	03/01/2026		3.92		3.92		3.92	3.79	3.92		3.92		3.92		3.92

Shocked CUSIP Analysis

CUSIP	Par Value	-300		-200		-100		Base		+100		+200		+300	
		\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ
Description	Coupon	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld
	Maturity		WAL		WAL		WAL	Dur	WAL		WAL		WAL		WAL
473142QX8	280	24	9.02%	16	5.91%	8	2.90%	0	0.00%	-7	-2.81%	-15	-5.52%	-22	-8.14%
JEFFERSON CNTY MO	0.95	102.95	-0.06	100.01	0.95	97.17	1.95	94.43	2.95	91.78	3.96	89.22	4.96	86.74	5.97
	03/01/2025		2.92		2.92		2.92	2.85	2.92		2.92		2.92		2.92
473142QW0	200	11	5.91%	7	3.89%	4	1.92%	0	0.00%	-4	-1.88%	-7	-3.72%	-11	-5.51%
JEFFERSON CNTY MO	0.65	101.93	-0.35	99.99	0.66	98.09	1.66	96.24	2.67	94.43	3.68	92.66	4.69	90.94	5.70
	03/01/2024		1.92		1.92		1.92	1.90	1.92		1.92		1.92		1.92
473142QV2	260	7	2.83%	5	1.87%	2	0.93%	0	0.00%	-2	-0.92%	-5	-1.83%	-7	-2.73%
JEFFERSON CNTY MO	0.45	101.48	-1.15	100.54	-0.14	99.61	0.88	98.69	1.89	97.78	2.91	96.89	3.93	96.00	4.96
	03/01/2023		0.92		0.92		0.92	0.93	0.92		0.92		0.92		0.92
485106UX4	1,000	115	12.37%	75	8.06%	37	3.94%	0	0.00%	-35	-3.77%	-68	-7.38%	-100	-10.83%
KANSAS CITY MO SPL	1.48	104.27	0.40	100.27	1.40	96.45	2.41	92.79	3.42	89.29	4.42	85.95	5.43	82.74	6.43
	04/01/2026		4.00		4.00		4.00	3.82	4.00		4.00		4.00		4.00
56042RH96	200	2	0.77%	1	0.51%	1	0.26%	0	0.00%	-1	-0.25%	-1	-0.51%	-2	-0.76%
MAINE HEALTH & HIGHER	0.36	100.31	-0.87	100.05	0.15	99.80	1.16	99.54	2.18	99.29	3.20	99.04	4.22	98.79	5.25
	07/01/2022		0.25		0.25		0.25	0.25	0.25		0.25		0.25		0.25
56042RJ37	250	16	6.92%	11	4.55%	5	2.24%	0	0.00%	-5	-2.18%	-10	-4.31%	-15	-6.37%
MAINE HEALTH & HIGHER	0.71	101.75	-0.06	99.49	0.94	97.29	1.95	95.16	2.95	93.08	3.95	91.06	4.95	89.09	5.96
	07/01/2024		2.25		2.25		2.25	2.21	2.25		2.25		2.25		2.25
56042RJ29	250	9	3.87%	6	2.56%	3	1.27%	0	0.00%	-3	-1.25%	-6	-2.48%	-9	-3.70%
MAINE HEALTH & HIGHER	0.51	101.44	-0.64	100.16	0.38	98.90	1.39	97.66	2.41	96.44	3.43	95.24	4.46	94.05	5.48
	07/01/2023		1.25		1.25		1.25	1.26	1.25		1.25		1.25		1.25
56042RJ52	200	27	13.22%	17	8.60%	8	4.20%	0	0.00%	-8	-4.01%	-16	-7.83%	-23	-11.49%
MAINE HEALTH & HIGHER	1.30	114.41	-1.93	109.75	-0.94	105.30	0.06	101.05	1.05	97.00	2.04	93.13	3.04	89.44	4.03
	07/01/2026		4.25		4.25		4.25	4.09	4.25		4.25		4.25		4.25
86666PAE8	500	60	13.10%	39	8.52%	19	4.16%	0	0.00%	-18	-3.97%	-36	-7.77%	-53	-11.39%
MARICOPA COUNTY SUN	1.71	104.27	0.69	100.06	1.69	96.04	2.70	92.20	3.71	88.54	4.71	85.04	5.72	81.70	6.72
	07/01/2026		4.25		4.25		4.25	4.04	4.25		4.25		4.25		4.25
86666PAC2	600	40	6.90%	26	4.54%	13	2.24%	0	0.00%	-12	-2.18%	-25	-4.29%	-36	-6.35%
MARICOPA COUNTY SUN	1.10	102.04	0.19	99.78	1.20	97.58	2.20	95.45	3.21	93.37	4.21	91.35	5.22	89.38	6.22
	07/01/2024		2.25		2.25		2.25	2.20	2.25		2.25		2.25		2.25
57419TDX6	265	23	8.88%	15	5.82%	7	2.86%	0	0.00%	-7	-2.77%	-14	-5.44%	-21	-8.03%
MARYLAND ST CMNTY	2.20	106.35	0.02	103.35	1.03	100.46	2.03	97.67	3.04	94.97	4.04	92.35	5.05	89.83	6.05
	03/01/2025		2.92		2.92		2.92	2.81	2.92		2.92		2.92		2.92
57604TAB2	1,000	100	9.33%	66	6.10%	32	3.00%	0	0.00%	-31	-2.89%	-61	-5.69%	-90	-8.38%
MASSACHUSETTS ST	5.20	117.52	-0.29	114.06	0.71	110.72	1.71	107.49	2.72	104.38	3.72	101.38	4.73	98.48	5.73
	06/01/2025		3.17		3.17		3.17	2.90	3.17		3.17		3.17		3.17

Shocked CUSIP Analysis

CUSIP	Par Value	-300		-200		-100		Base		+100		+200		+300	
		\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ
Description	Coupon	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld
	Maturity		WAL		WAL		WAL	Dur	WAL		WAL		WAL		WAL
61945DAZ4	250	28	12.05%	18	7.86%	9	3.84%	0	0.00%	-9	-3.68%	-17	-7.21%	-25	-10.58%
MOSAIC DIST CMNTY DEV	1.71	104.94	0.44	101.01	1.45	97.25	2.45	93.65	3.46	90.20	4.46	86.90	5.47	83.74	6.47
	03/01/2026		3.92		3.92		3.92		3.76		3.92		3.92		3.92
64763FQE2	1,000	13	1.30%	9	0.86%	4	0.43%	0	0.00%	-4	-0.43%	-9	-0.85%	-13	-1.27%
NEW ORLEANS LA	4.44	102.60	-1.71	102.16	-0.70	101.73	0.32	101.29	1.35	100.86	2.37	100.43	3.40	100.00	4.43
	09/01/2026		0.42		0.42		0.42		0.43		0.42		0.42		0.42
64763FTY5	360	19	5.06%	13	3.34%	6	1.65%	0	0.00%	-6	-1.62%	-12	-3.22%	-18	-4.78%
NEW ORLEANS LA	5.00	109.51	-0.66	107.72	0.36	105.96	1.38	104.23	2.40	102.54	3.42	100.88	4.44	99.25	5.47
	12/01/2023		1.67		1.67		1.67		1.61		1.67		1.67		1.67
64966H4M9	5,560	264	4.62%	174	3.04%	86	1.50%	0	0.00%	-84	-1.47%	-166	-2.90%	-246	-4.30%
NEW YORK N Y	5.05	107.55	0.12	105.93	1.13	104.35	2.14	102.80	3.15	101.29	4.16	99.82	5.17	98.38	6.18
	10/01/2024		1.53		1.53		1.53		1.45		1.53		1.53		1.53
64972C3F8	1,670	31	1.81%	20	1.20%	10	0.60%	0	0.00%	-10	-0.59%	-20	-1.18%	-30	-1.76%
NEW YORK N Y CITY HSG	3.26	102.90	-1.65	102.29	-0.63	101.68	0.39	101.08	1.41	100.48	2.43	99.89	3.46	99.30	4.49
	11/01/2022		0.59		0.59		0.59		0.59		0.59		0.59		0.59
64971M5K4	520	59	10.53%	38	6.88%	19	3.37%	0	0.00%	-18	-3.24%	-35	-6.36%	-52	-9.35%
NEW YORK N Y CITY	5.08	118.55	-0.09	114.64	0.92	110.88	1.92	107.26	2.93	103.79	3.93	100.45	4.94	97.23	5.94
	11/01/2025		3.59		3.59		3.59		3.24		3.59		3.59		3.59
64971WDP2	700	43	6.07%	29	4.15%	16	2.19%	0	0.00%	-18	-2.52%	-38	-5.36%	-60	-8.38%
NEW YORK N Y CITY	3.78	107.60	-0.34	105.65	0.68	103.66	1.74	101.44	2.97	98.88	4.25	96.00	5.04	92.93	5.86
	02/01/2026		1.84		1.84		1.84		2.33		1.84		2.50		3.50
650009S20	400	44	11.42%	29	7.46%	14	3.65%	0	0.00%	-14	-3.50%	-27	-6.86%	-39	-10.08%
NEW YORK ST TWY AUTH	2.41	108.07	0.24	104.22	1.25	100.53	2.26	96.99	3.26	93.60	4.27	90.34	5.28	87.21	6.28
	01/01/2026		3.75		3.75		3.75		3.55		3.75		3.75		3.75
6817126Z3	750	88	12.60%	57	8.21%	28	4.01%	0	0.00%	-27	-3.84%	-52	-7.51%	-77	-11.02%
OMAHA NEB	0.98	104.38	-0.10	100.31	0.91	96.42	1.91	92.70	2.91	89.14	3.91	85.74	4.92	82.48	5.92
	04/15/2026		4.04		4.04		4.04		3.91		4.04		4.04		4.04
68189TBA3	615	38	5.86%	25	3.85%	12	1.90%	0	0.00%	-12	-1.85%	-24	-3.65%	-35	-5.40%
OMAHA NEB SPL OBLIG	6.40	112.04	0.25	109.91	1.26	107.84	2.27	105.83	3.29	103.88	4.30	101.97	5.31	100.12	6.33
	02/01/2026		1.96		1.96		1.96		1.86		1.96		1.96		1.96
70914PME9	1,475	109	7.26%	71	4.76%	35	2.34%	0	0.00%	-34	-2.26%	-67	-4.46%	-98	-6.58%
PENNSYLVANIA	4.65	108.80	0.98	106.26	1.99	103.81	3.01	101.43	4.02	99.14	5.03	96.91	6.05	94.76	7.06
	02/15/2026		2.44		2.44		2.44		2.29		2.44		2.44		2.44
73358W4V3	1,000	38	3.86%	25	2.55%	13	1.27%	0	0.00%	-12	-1.25%	-25	-2.48%	-36	-3.69%
PORT AUTH N Y & N J	1.09	102.71	-1.05	101.41	-0.04	100.14	0.97	98.89	1.99	97.65	3.01	96.44	4.03	95.24	5.05
	07/01/2023		1.25		1.25		1.25		1.25		1.25		1.25		1.25

Shocked CUSIP Analysis

CUSIP	Par Value	-300		-200		-100		Base		+100		+200		+300	
		\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ
Description	Coupon	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld
	Maturity		WAL		WAL		WAL	Dur	WAL		WAL		WAL		WAL
79770GJA5	455	31	7.15%	21	4.70%	10	2.32%	0	0.00%	-10	-2.25%	-19	-4.44%	-29	-6.56%
SAN FRANCISCO CALIF	1.29	102.83	0.07	100.48	1.08	98.19	2.08	95.97	3.09	93.81	4.09	91.71	5.09	89.67	6.10
	08/01/2024		2.34		2.34		2.34	2.27	2.34		2.34		2.34		2.34
798111HF0	750	104	14.67%	68	9.52%	33	4.64%	0	0.00%	-31	-4.40%	-61	-8.59%	-89	-12.56%
SAN JOAQUIN HILLS CALIF	2.15	108.85	0.29	103.97	1.30	99.33	2.30	94.93	3.31	90.75	4.31	86.78	5.31	83.00	6.32
	01/15/2027		4.79		4.79		4.79	4.49	4.79		4.79		4.79		4.79
83754LAX5	1,000	121	12.89%	79	8.40%	39	4.10%	0	0.00%	-37	-3.92%	-72	-7.66%	-106	-11.24%
SOUTH DAKOTA EDL	1.50	106.04	0.05	101.81	1.05	97.78	2.05	93.93	3.06	90.25	4.06	86.73	5.06	83.37	6.07
	06/01/2026		4.17		4.17		4.17	3.99	4.17		4.17		4.17		4.17
882669BS2	1,000	55	5.69%	36	3.75%	18	1.85%	0	0.00%	-17	-1.81%	-34	-3.59%	-51	-5.32%
TEXAS PUBLIC FINANCE	0.50	101.50	-0.31	99.63	0.70	97.81	1.72	96.03	2.73	94.29	3.75	92.59	4.77	90.92	5.79
	02/01/2024		1.84		1.84		1.84	1.83	1.84		1.84		1.84		1.84
882669BR4	2,000	51	2.59%	34	1.72%	17	0.85%	0	0.00%	-17	-0.84%	-33	-1.68%	-49	-2.51%
TEXAS PUBLIC FINANCE	0.29	101.21	-1.15	100.35	-0.13	99.50	0.89	98.66	1.91	97.83	2.94	97.00	3.97	96.19	5.00
	02/01/2023		0.84		0.84		0.84	0.85	0.84		0.84		0.84		0.84
882874KQ2	315	32	9.70%	21	6.35%	10	3.12%	0	0.00%	-10	-3.00%	-20	-5.90%	-29	-8.69%
TEXAS WOMANS UNIV	4.00	115.85	-1.01	112.31	0.26	108.89	1.52	105.60	2.79	102.43	4.06	99.37	5.33	96.42	6.59
	07/01/2025		3.25		3.25		3.25	3.03	3.25		3.25		3.25		3.25
894673TA0	275	31	12.05%	20	7.86%	10	3.84%	0	0.00%	-9	-3.68%	-19	-7.21%	-27	-10.59%
TREDYFFRIN-EASTTOWN	1.16	104.70	-0.05	100.78	0.95	97.03	1.96	93.44	2.96	90.00	3.97	86.70	4.97	83.55	5.98
	02/15/2026		3.88		3.88		3.88	3.76	3.88		3.88		3.88		3.88
91476PDR6	300	4	1.29%	3	1.03%	2	0.76%	0	0.00%	-6	-1.89%	-13	-4.44%	-22	-7.17%
UNIVERSITY OKLA REVS	3.02	101.33	-2.17	101.06	-1.17	100.79	-0.09	100.03	2.88	98.14	3.89	95.59	4.61	92.86	5.45
	07/01/2025		0.25		0.25		0.25	1.34	0.25		2.25		3.00		3.25
927781VU5	755	57	7.19%	37	4.72%	18	2.33%	0	0.00%	-18	-2.26%	-35	-4.45%	-52	-6.59%
VIRGINIA COLLEGE	4.75	112.21	-0.28	109.63	0.73	107.12	1.73	104.69	2.73	102.32	3.74	100.02	4.74	97.79	5.74
	09/01/2024		2.42		2.42		2.42	2.28	2.42		2.42		2.42		2.42
Municipal	47,697	3,240	6.79%	2,129	4.46%	1,053	2.21%	0	0.00%	-1,037	-2.17%	-2,058	-4.31%	-3,056	-6.40%
	2.94	106.83	-0.46	104.50	0.54	102.24	1.55	100.03	2.60	97.86	3.63	95.72	4.62	93.63	5.62
			2.24		2.24		2.24	2.17	2.24		2.32		2.39		2.41
742404AK2	1,000	39	3.82%	26	2.53%	13	1.25%	0	0.00%	-13	-1.24%	-25	-2.45%	-37	-3.65%
RNCON 4.105 07/01/23	4.11	105.69	-0.42	104.38	0.59	103.08	1.61	101.80	2.63	100.55	3.65	99.31	4.68	98.09	5.70
	07/01/2023		1.25		1.25		1.25	1.23	1.25		1.25		1.25		1.25
Corporate	1,000	39	3.82%	26	2.53%	13	1.25%	0	0.00%	-13	-1.24%	-25	-2.45%	-37	-3.65%
	4.11	105.69	-0.42	104.38	0.59	103.08	1.61	101.80	2.63	100.55	3.65	99.31	4.68	98.09	5.70
			1.25		1.25		1.25	1.23	1.25		1.25		1.25		1.25

Shocked CUSIP Analysis

CUSIP	Par Value	-300		-200		-100		Base		+100		+200		+300	
		\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ
Description	Coupon	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld
	Maturity		WAL		WAL		WAL	Dur	WAL		WAL		WAL		WAL
034577AK2	246	10	3.75%	6	2.48%	3	1.23%	0	0.00%	-3	-1.21%	-6	-2.41%	-9	-3.59%
ANEFCU 3.2 06/21/23	3.20	107.09	-2.47	105.78	-1.46	104.49	-0.45	103.22	0.56	101.97	1.57	100.73	2.58	99.52	3.60
	06/21/2023		1.23		1.23		1.23	1.21	1.23		1.23		1.23		1.23
05580AD68	245	19	7.59%	12	4.99%	6	2.46%	0	0.00%	-6	-2.38%	-12	-4.70%	-17	-6.94%
BMW 0.65 09/17/24	0.65	107.59	-2.33	104.99	-1.33	102.46	-0.34	100.00	0.65	97.62	1.64	95.30	2.63	93.06	3.62
	09/17/2024		2.46		2.46		2.46	2.42	2.46		2.46		2.46		2.46
38149MZJ5	245	34	13.89%	22	9.03%	11	4.40%	0	0.00%	-10	-4.20%	-20	-8.19%	-29	-12.00%
GS 1.05 09/08/26	1.05	113.89	-1.93	109.03	-0.94	104.40	0.06	100.00	1.05	95.80	2.04	91.81	3.04	88.00	4.03
	09/08/2026		4.44		4.44		4.44	4.30	4.44		4.44		4.44		4.44
549104TM9	248	12	5.10%	8	3.37%	4	1.67%	0	0.00%	-4	-1.64%	-8	-3.24%	-12	-4.82%
LSAVBK 0.2 11/20/23	0.20	102.83	-1.50	101.13	-0.49	99.47	0.53	97.84	1.54	96.24	2.56	94.66	3.58	93.12	4.60
	11/20/2023		1.64		1.64		1.64	1.65	1.64		1.64		1.64		1.64
70962LBA9	245	21	8.71%	14	5.71%	7	2.81%	0	0.00%	-7	-2.72%	-13	-5.34%	-19	-7.88%
PENCRD 1 1/4 01/31/25	1.25	108.71	-1.74	105.71	-0.74	102.81	0.26	100.00	1.26	97.28	2.25	94.66	3.25	92.12	4.25
	01/31/2025		2.83		2.83		2.83	2.76	2.83		2.83		2.83		2.83
795451AK9	245	33	13.63%	22	8.86%	11	4.33%	0	0.00%	-10	-4.12%	-20	-8.05%	-29	-11.80%
SALLMA 1.1 08/11/26	1.10	113.63	-1.88	108.86	-0.89	104.33	0.11	100.00	1.10	95.88	2.09	91.95	3.09	88.20	4.08
	08/11/2026		4.36		4.36		4.36	4.22	4.36		4.36		4.36		4.36
856285XL0	245	34	14.04%	22	9.12%	11	4.45%	0	0.00%	-10	-4.24%	-20	-8.27%	-30	-12.11%
SBIIN 1.15 09/28/26	1.15	114.04	-1.83	109.12	-0.84	104.45	0.16	100.00	1.15	95.76	2.14	91.73	3.14	87.89	4.13
	09/28/2026		4.49		4.49		4.49	4.34	4.49		4.49		4.49		4.49
87165FA20	245	19	7.59%	12	4.99%	6	2.46%	0	0.00%	-6	-2.38%	-12	-4.70%	-17	-6.94%
SYF 0.65 09/17/24	0.65	107.59	-2.33	104.99	-1.33	102.46	-0.34	100.00	0.65	97.62	1.64	95.30	2.63	93.06	3.62
	09/17/2024		2.46		2.46		2.46	2.42	2.46		2.46		2.46		2.46
91435LAG2	240	8	3.42%	6	2.26%	3	1.12%	0	0.00%	-3	-1.11%	-5	-2.20%	-8	-3.28%
UNIICC 3.05 05/15/23	3.05	106.25	-2.42	105.06	-1.41	103.89	-0.41	102.74	0.60	101.60	1.62	100.48	2.63	99.37	3.65
	05/15/2023		1.13		1.13		1.13	1.11	1.13		1.13		1.13		1.13
CD	2,204	191	8.62%	125	5.63%	61	2.76%	0	0.00%	-59	-2.66%	-116	-5.22%	-170	-7.69%
	1.36	109.07	-2.04	106.07	-1.05	103.19	-0.05	100.41	0.95	97.74	1.95	95.17	2.95	92.69	3.95
			2.78		2.78		2.78	2.71	2.78		2.78		2.78		2.78
TOACASH1	38,042	95	0.25%	63	0.17%	32	0.08%	0	0.00%	-32	-0.08%	-63	-0.17%	-95	-0.25%
CASH	0.45	100.25	-2.54	100.17	-1.54	100.08	-0.55	100.00	0.45	99.92	1.45	99.83	2.46	99.75	3.47
	04/30/2022		0.08		0.08		0.08	0.08	0.08		0.08		0.08		0.08
Other	38,042	95	0.25%	63	0.17%	32	0.08%	0	0.00%	-32	-0.08%	-63	-0.17%	-95	-0.25%
	0.45	100.25	-2.54	100.17	-1.54	100.08	-0.55	100.00	0.45	99.92	1.45	99.83	2.46	99.75	3.47
			0.08		0.08		0.08	0.08	0.08		0.08		0.08		0.08

Shocked CUSIP Analysis

CUSIP Description	Par Value	-300		-200		-100		Base		+100		+200		+300	
		\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ	\$ Amt Δ	% Px Δ
	Coupon	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld
	Maturity		WAL		WAL		WAL	Dur	WAL		WAL		WAL		WAL
Total	126,610	5,363	4.28%	3,847	3.07%	2,005	1.60%	0	0.00%	-2,025	-1.62%	-4,029	-3.22%	-5,989	-4.78%
	1.60	103.20	-1.79	102.00	-0.28	100.55	0.87	98.96	1.84	97.36	2.83	95.78	3.81	94.23	4.81
	2		1.04		1.18		1.53	1.61	1.67		1.75		1.78		1.80

Portfolio Changes

New Securities 2/2022-3/2022

CUSIP	Sector	Security Description	Maturity	Coupon	Original Face	Book Price	Intent
3130ARCD1	Treasury/Agency	FHLB 2 03/29/27	03/29/2027	2.00	1,000,000	100.00	HTM
46256QLX2	Municipal	IOWA ST BRD REGENTS HOSP REV	10/01/2022	0.20	1,000,000	99.68	HTM
549104TM9	CD	LSAVBK 0.2 11/20/23	11/20/2023	0.20	248,000	97.84	HTM
64763FQE2	Municipal	NEW ORLEANS LA	09/01/2026	4.44	1,000,000	101.47	HTM
64972C3F8	Municipal	NEW YORK N Y CITY HSG DEV CORP MULTI	11/01/2022	3.26	1,670,000	101.40	HTM

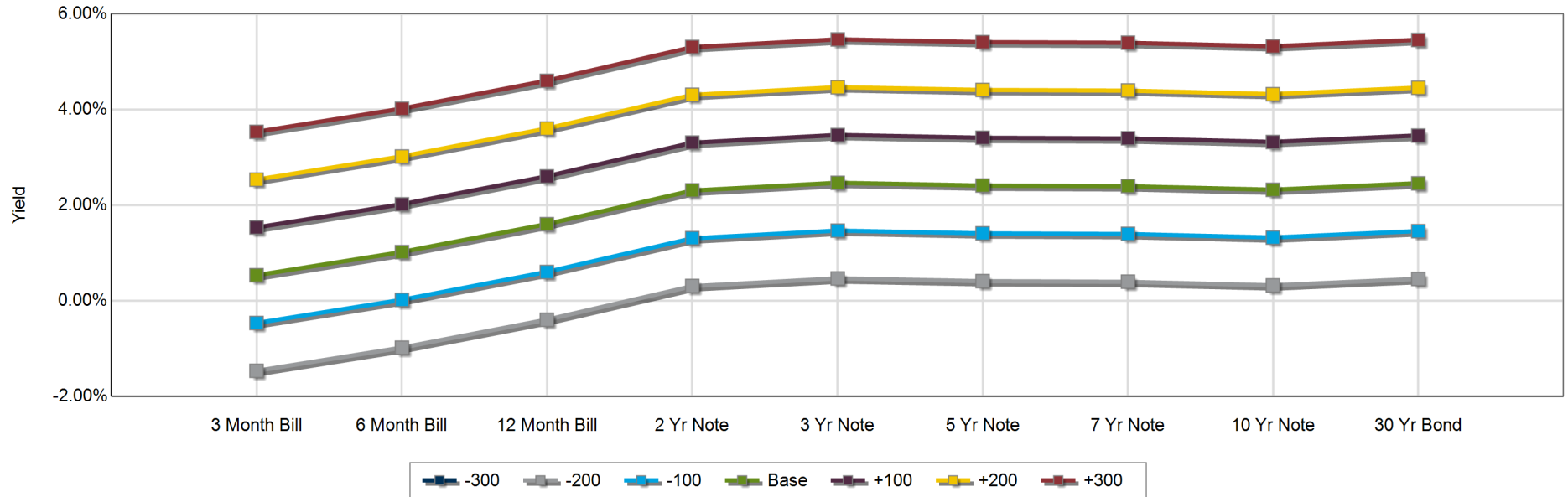
Securities Sold/Redeemed 2/2022-3/2022

CUSIP	Sector	Security Description	Maturity	Coupon	Original Face	Book Price	Intent	Redemption Type
473142QU4	Municipal	JEFFERSON CNTY MO CONS SCH DIST NO	03/01/2022	0.30	110,000	100.00	HTM	Expired/Matured
TOACASH1	Other	CASH	04/30/2022	0.45	38,042,364	100.00	AFS	Partial Sale

Shocked Assumptions

	Scenarios						
	Down 300	Down 200	Down 100	Base	Up 100	Up 200	Up 300
Shift Amount	-300	-200	-100	0	100	200	300
Curve Slope Change	0	0	0	0	0	0	0
Shock Horizon	Immediate	Immediate	Immediate	Immediate	Immediate	Immediate	Immediate
Curve Type	Static	Static	Static	Static	Static	Static	Static
Valuation Date	2022-03-31	2022-03-31	2022-03-31	2022-03-31	2022-03-31	2022-03-31	2022-03-31

Yield Curve Scenarios



Report Assumptions

Assumptions

• Calculation Engine	The Yield Book © and ZM Financial
• Cash Flow Model	The Yield Book ©
• Curve Date	Same as Portfolio As Of Date
• Curve Type Used	Swap Curve
• Curve Shape	Immediate Sustained Parallel Shocks
• Price Shock Methodology	Constant OAS for fixed rate securities; immediate market shift for floating rate securities
• Horizon Period	Immediate Time Horizon
• Reinvestment Rate	3 Month T-Bill
• Cost of Funds	1.00%
• Tax Rate	21.0%

Additional Information

Rolloff Yield- Rolloff Yield is the weighted average yield of the cashflows (maturities, calls and paydowns) that roll off during the noted time period. Ending Book Yield is the weighted average yield of the remaining securities at the noted time period.

Shocked Scenarios- All shocked scenarios are instant and parallel and assume a sustained rate cycle from that point on. LIBOR OAS is held constant in order to generate shocked market scenarios and The Yieldbook was used to generate the projected cash flows. In shocked scenarios, 0.01% is considered the floor.

Bonds Likely to be Called - The page identifies all callable agencies which will either be called or mature in the next 12 months in any of the shocked scenarios. The methodology used to determine the call assumes a small internal margin to account for the "cost to call."

Municipals - For taxable institutions, the above tax rate detailed - along with TEFRA adjustments for BQs - is used to calculate TEY unless otherwise input. Ratings are a blend of Moody's and Standard & Poors.

Duration - Duration in the shocked detail section is generated by Yield Book.

Original Face - If original face was not supplied, original face was estimated by dividing current face by current factor.

Yields- All yields are Yield to Projected Scenario. (Assumes 100% of The Yield Book prepayment model).

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