



Post Office Box 9010 Addison, Texas 75001-9010 5300 Belt Line Road (972) 450-7000
FAX (972) 450-7043

AGENDA

WORKSESSION OF THE CITY COUNCIL

DECEMBER 13, 2005

6:30 P.M.

TOWN HALL LIVING ROOM

5300 BELT LINE ROAD

WORK SESSION

Item #WS1 - Presentation by Alan Wood, Planning and Zoning Commission Chairman, on the Comprehensive Plan Policies for the Belt Line Corridor.

Item #WS2 - Presentation and discussion of results of the visual preferencing survey by RTKL.

Item #WS3 - Presentation by Bill Cunningham and discussion regarding financial strategies for Belt Line Corridor reinvention.

Adjourn to Council Chambers

REGULAR SESSION

Item #R1 - Consideration of Old Business.

Item #R2 - Consent Agenda.

CONSENT AGENDA

#2a - Approval of the Minutes for the November 22, 2005, Council Meetings.

#2b - Consideration and approval of a resolution authorizing the City Manager to enter into an agreement with the Xelerate Group to provide sponsorship and media buying services to the Town from October 1, 2005 through September 30, 2006.

#2c - Consideration and approval of a resolution authorizing the City Manager to enter into a contract with Houston-Galveston Area Council for the purchase of (3) 2006 Hybrid Electric SUV's, (2) ¾ ton Trucks, and (1) 1 Ton Truck.

#2d - Consideration and approval of a resolution authorizing the City Manager to enter into a contract with BuyBoard for the purchase of (1) 2006 Hybrid Electric ½ Ton Truck.

#2e - Consideration and approval of a resolution authorizing a second change order to the Engineering Services Agreement with URS Corporation, in the amount not to exceed \$21,335.00, for additional construction administration services on the Arapaho Road, from Surveyor Blvd. to Addison Road, project.

#2f - Consideration and approval of Change Order No. 5, in the amount of \$63,942.44, and an extension of 33 calendar days, for

the construction of Arapaho Road, Phase III, from Surveyor Blvd. to Addison Road.

#2g - Consideration and approval of an ordinance amending the Town of Addison Code of Ordinances, Section 78-140 by adding Arapaho Road between Addison Road and Surveyor Boulevard, and establishing the maximum speed on this segment.

#2h - Consideration and approval of a resolution to award bid to Nortex Concrete Life and Stabilization, Inc., in the amount of \$182,442.19 for raising and undersealing concrete pavement on Midway Road.

#2i - Consideration and approval of a letter from the City Manager serving notice to Trinity Christian Academy that the Town does not desire to renew the Lease Agreement and Joint Use Agreement between Trinity Christian Academy and the Town of Addison.

#2j - Consideration and approval of final payment totaling \$13,161.00 to J&J Sprinkler & Landscape, Inc. for the completion of the Parkview Park in the Cityhomes development.

Item #R3 - Appointment of one member to the Addison Board of Zoning Adjustment (BZA).

Attachment:

1. List of BZA members

Administrative Recommendation:

Boardmember Charles Martin's first term on the board expired on August 12, 2005. BZA appointments do not belong to individual Councilmembers.

Item #R4 - Presentation of the Government Finance Officers Association (GFOA) "Certificate of Achievement for Excellence in Financial Reporting" to the Town of Addison for its Comprehensive Annual Financial Report (CAFR).

Item #R5 - Consideration and approval of a resolution approving an amount not to exceed \$50,000 for expenses related to the Arapaho Bridge Grand Opening Celebration.

Attachments:

1. Council Agenda Item Overview
2. Budget

Administrative Recommendation:

Administration recommends approval.

Item #R6 - Consideration and approval adopting a resolution approving Cities Aggregation Power Project's (CAPP) pursuit of capacity contracts with the owners of generation facilities to supply the base load electric power needs (approximately 55%-60% of total energy needs) for CAPP members over a long-term period.

Attachments:

1. Council Agenda Item Overview
 2. Resolution
-

Administrative Recommendation:

Administration recommends approval.

Item #R7 - Presentation of Finance Department quarterly report for the quarter and year ended September 30, 2005.

Item #R8 - Consideration and approval of a resolution supporting the need to develop a seamless regional rail transit system to serve the greater North Texas Region and endorsing the Dallas Area Rapid Transit report entitled, "DART's Role in the Development of the Regional Rail Network for North Texas" as a guide for the development of an organizational structure and funding mechanism for the implementation of regional rail transit services.

Attachments:

1. Council Agenda Item Overview
2. Resolution
3. Discussion Paper

Administrative Recommendation:

Administration recommends approval.

Item #R9 - Consideration and approval of a resolution authorizing the Town of Addison to enter into an agreement with, the Texas Department of Transportation, for a Selective Traffic Enforcement Program (STEP) grant in the amount of \$11,198. This STEP grant will focus on Speeding and Safety Belt compliance only, for a total of 208 enforcement and 20 supervisory support hours. In these grants, Texas peace officers work primarily overtime to issue citations in order to reduce fatalities, injuries, and crashes within their local jurisdiction.

Attachments:

1. Council Agenda Item Overview
2. Memorandum
3. Agreement
4. Agreement Terms and Conditions

5. Project Description
6. Project Budget
7. Operational Plan Instructions

Administrative Recommendation:

Administration recommends approval.

Item #R10 - Discussion regarding City Manager evaluation process.

Adjourn Meeting

Posted 5:00 p.m.
December 8, 2005
Carmen Moran
City Secretary

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS
WITH DISABILITIES. PLEASE CALL (972) 450-2819 AT LEAST
48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**

Council Agenda Item: #WS1, #WS2, #WS3

There are no attachments for these items.

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

November 22, 2005
3:00 p.m. – Work Session - RTKL Associates, Inc.
1717 Pacific, Dallas, TX 75201

Present: Mayor Chow, Councilmembers Braun, Hirsch, Kraft, Mallory, Mellow,
Niemann
Absent: None

Item #WS1 – Preview of Belt Line Road Streetscape Design.

No action taken.

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

Mayor

Attest:

City Secretary

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

November 22, 2005
6:00 p.m. – Work Session – Town Hall
5300 Belt Line Road

Present: Mayor Chow, Councilmembers Braun, Hirsch, Kraft, Mallory, Mellow,
Niemann

Absent: None

Item #WS1 – Discussion regarding employee health insurance renewal.

No action taken.

Item #WS2 – Preview of the City Manager's recommended incentive compensation reward to Washington Staubach Addison Airport Venture for 2005.

No action taken.

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

Mayor

Attest:

City Secretary

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

November 22, 2005
7:30 p.m. - Council Chambers
5300 Belt Line Road

Present: Mayor Chow, Councilmembers Braun, Hirsch, Kraft, Mallory, Mellow,
Niemann

Absent: None

Item #R1 - Consideration of Old Business.

The following employees were introduced to the Council: Scott Wigley (Fire) and Jim Clark (Parks).

Item #R2 - Consent Agenda.

Item #2a and Item #2b were considered separately.

#2c – Consideration and approval of a resolution to award bid to StageLight, Inc. in the amount of \$132,275 for a lighting system upgrade to the Addison Theatre Centre. (Approved Resolution No. R05-087)

#2d – Approval of final payment to Craig Olden, Inc., in the amount of \$37,800 for repairs to the concrete apron and drainage channel on the east side of the Lake Forest Drive Bridge. (Approved)

#2e – Consideration and approval of a resolution authorizing the City Manager to enter into an agreement with The Margulies Communications Group to assist the Town with media communications. (Approved Resolution No. R05-088)

#2f – Consideration and approval of a resolution authorizing the City Manager to enter into an agreement with Shiroma Southwest to provide public relations and media publicity programs to promote certain special events within the Town of Addison. (Approved Resolution No. R05-089)

#2g – Consideration and approval of a resolution to fund the Cavanaugh Flight Museum sponsorship request in the amount of \$50,000. (Approved Resolution No. R05-090)

Councilmember Niemann moved to duly approve the above listed items.
Councilmember Mallory seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann
Voting Nay: None
Absent: None

#2a – Approval of Minutes for the November 8, 2005, Council Meeting.

Councilmember Niemann moved to duly approve the Minutes for the November 8, 2005, Council Meeting subject to corrections. Councilmember Braun seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann
Voting Nay: None
Absent: None

#2b – Consideration and approval of a resolution authorizing the City Manager to enter into an agreement with, Meggitt Defense Systems Caswell, in the amount of \$49,500 to replace the electronic control systems on the police pistol range.

Councilmember Braun moved to duly approve Resolution No. R05-086 authorizing the City Manager to enter into an agreement with, Meggitt Defense Systems Caswell, in the amount of \$49,500 to replace the electronic control systems on the police pistol range. Councilmember Kraft seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann
Voting Nay: None
Absent: None

Item #R3 – Consideration and approval of a resolution regarding certain matters pertaining to a Ground Lease at 4505 Claire Chennault (a.k.a. Addison Jetport) on Addison Airport between the Town of Addison, as Landlord, and Addison Airport of Texas, Inc. (AATI), as Tenant, as follows: i) consent to an assignment, assumption and extension of an existing sublease agreement between First AIR Group, Inc., and Mercury Air Center – Addison, Inc. collectively the subtenants.

Councilmember Niemann moved to duly approve Resolution No. R05-091 regarding certain matters pertaining to a Ground Lease at 4505 Claire Chennault (a.k.a. Addison Jetport) on Addison Airport between the Town of Addison, as Landlord, and Addison Airport of Texas, Inc. (AATI), as Tenant, as follows: i) consent to an assignment, assumption and extension of an existing sublease agreement between First AIR Group, Inc., and Mercury Air Center – Addison, Inc. collectively the subtenants subject to a clarification regarding the subtenants. Councilmember Braun seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann
Voting Nay: None
Absent: None

Item #R4 – Presentation and discussion of the Belt Line Corridor Comprehensive Streetscape Master Plan prepared by RTKL.

This item was tabled.

Item #R5 – Consideration and approval for the City Manager to enter into contracts for services between the Town of Addison and Communities in Schools-Dallas, Senior Adult Services, Metrocrest Social Service Center, Metrocrest Family Medical Clinic, Metrocrest Chamber of Commerce, The Family Place, Special Care and Career Services funded from the General Fund and WaterTower Theatre, WaterTower Theatre-Matching, and Dance Council funded from the Hotel Fund budgets.

Councilmember Mallory moved to duly approve for the City Manager to enter into contracts for services between the Town of Addison and Communities in Schools-Dallas, Senior Adult Services, Metrocrest Social Service Center, Metrocrest Family Medical Clinic, Metrocrest Chamber of Commerce, The Family Place, Special Care and Career Services funded from the General Fund and WaterTower Theatre, WaterTower Theatre-Matching, and Dance Council funded from the Hotel Fund budgets, subject to typing corrections. Councilmember Mellow seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann

Voting Nay: None

Absent: None

Item #R6 – Consideration and approval of the City Manager's recommended incentive compensation reward to Washington Staubach Addison Airport Venture for 2005.

Councilmember Kraft moved to duly approve the City Manager's recommended incentive compensation reward to Washington Staubach Addison Airport Venture for 2005. Councilmember Braun seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann

Voting Nay: None

Absent: None

Item #R7 – Consideration and approval of a resolution authorizing the City Manager to enter into contracts with Blue Cross/Blue Shield of Texas for employee health insurance, with Delta Dental for employee dental insurance, with Hartford Life Insurance for life, accidental death and dismemberment insurance and with UnumProvident for long term disability insurance and an Employee Assistance Program, for the year 2006.

Councilmember Mallory moved to duly approve Resolution No. R05-092 authorizing the City Manager to enter into contracts with Blue Cross/Blue Shield of Texas for employee health insurance, with Delta Dental for employee dental

insurance, with Hartford Life Insurance for life, accidental death and dismemberment insurance and with UnumProvident for long term disability insurance and an Employee Assistance Program, for the year 2006. Councilmember Niemann seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mallory, Mellow, Niemann

Voting Nay: None

Absent: None

Item #R8 – Discussion and consideration of a resolution approving and authorizing the City Manager to enter into an agreement or agreements with the Federal Emergency Management Agency (FEMA) and with the owners of housing facilities, including apartment buildings, to provide temporary housing for evacuees of Hurricane Katrina and Hurricane Rita.

No action taken.

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

Mayor

Attest:

City Secretary

Council Agenda Item: #2b

SUMMARY: Approval of an agreement with the Xelerate Group to provide sponsorship and media buying services to the Town from October 1, 2005 through September 30, 2006.

FINANCIAL IMPACT: The retainer is budgeted in the Marketing budget (614), and the funds for specific media buys and in-kind media will be provided in the Marketing budget. Any payments as a result of cash or trade sponsorship will be funded from the Special Events budget (615) and credited against the sponsorship revenue received.

The following will recap the fees paid in FY 2005 to use a benchmark for FY 2006:

Retainer	\$36,000
Media Buy Commissions	\$18,232
Sponsorship Commissions	<u>\$57,118</u>
TOTAL:	\$111,350

BACKGROUND: The Town of Addison has worked with the Xelerate Group to secure cash and in-kind sponsorship agreements for the past three years. The terms of the contact remain similar to last year's contract with the only change being a 2% discount on the commission charged for renewing sponsorship agreements. The following will recap the contract fees:

Retainer	\$3,000/month
Cash sponsorship under \$3,000	15%
New cash sponsorship from \$3,001-\$100,001	12%
Renewal cash sponsorship from \$3,001-\$100,001	10%
Cash sponsorship over \$100,001	7.5%
Trade/In-kind sponsorship, including media	7.5%
Media buying	7.5%

We generated \$163,283 (after commissions) in FY 2005, which is up about 7% over FY 2004. Our goal for FY 2006 increases sponsorship by nearly 51% (\$83,600 net) for total net sponsorship revenue of \$246,883. We are working with the Xelerate Group to develop a business plan to help us accomplish this goal. Several conversations with national companies are already underway and we are hopeful about confirming them in the coming months.

The following recaps how the new sponsorship goal breaks out and it assumes the returning sponsorship amount remains the same.

Jazz Festival - \$4,400	Taste Addison - \$26,400
Kaboom Town - \$22,000	Oktoberfest - \$26,400
Summer Series - \$4,400	

RECOMMENDATION: Staff recommends approval.

Addison!

2005
Town of Addison
Marketing &
Sponsorship Review

Presented by:



December 6, 2005

Friday Guide – Page 2 or 3

Ad Placement Guarantee

- Renewal of Unique Marketing Opportunity with *The Dallas Morning News*
- Most visible pages in Weekly Friday Guide
- Guaranteed 26 weeks per year
- Circulation: 523,156 readers per day

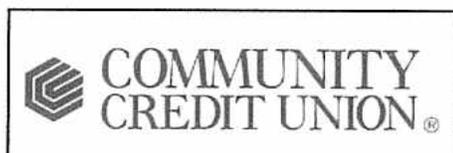


Business Partner/Presenting Sponsor

Community Credit Union

\$50,000

- Increased sponsorship support from \$30,000 to \$50,000
- Shifted sponsorship to Taste Addison from Oktoberfest (to eliminate conflict with Plano Balloon Festival)
- Upgraded sponsorship level to Presenting Sponsor from Area Sponsor (Bier Garten)



Beverage Partners Support

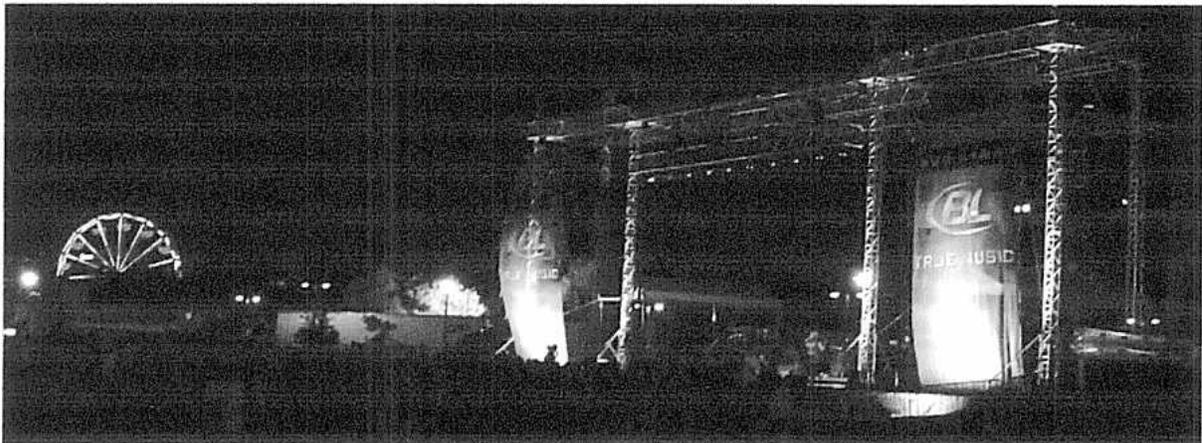
Bud Light

Taste Addison

- Bud Light Stage sponsorship
- \$25,000 up-front Sponsorship Fee
- Provided in-kind beverages for Special Guest Tent

KaboomTown!

- Bud Light Stage sponsorship
- \$17,500 up-front Sponsorship Fee
- Provided in-kind beverages for Special Guest Area



Beverage Partners Support

Pepsi

- Radio – 3 weeks of tagged media
- TV – 2 weeks of tagged media
- On-Can Panel Promotion - 12 million Mountain Dew cans promoting Taste Addison
- \$15,000 up-front Sponsorship Fee
- Vending commissions



Paulaner Beer

- POS Materials, promoting Addison Oktoberfest, distributed to area restaurants and stores
- \$20,000 up-front Sponsorship Fee
- \$8,800 in-kind product



Radio Partners Support:

Clear Channel Radio

Taste Addison	\$ 84,353
Oktoberfest	\$ 90,750
Symphonic Saturdays	\$ 5,610

Infinity Radio

Kaboomtown	\$ 19,467
The North Texas Jazz Festival	\$ 10,133
July Jazz Series	\$ 6,000

TOTAL VALUE* **\$ 216,313**

**Reflects 1/3 valuation*

Clear Channel
Stations:



Infinity
Stations:



Belo Corp. Media Support:

The Dallas Morning News & Quick provided free advertising for:

Taste Addison	\$ 28,185
KaboomTown!	\$ 12,575
Oktoberfest	\$ 10,280

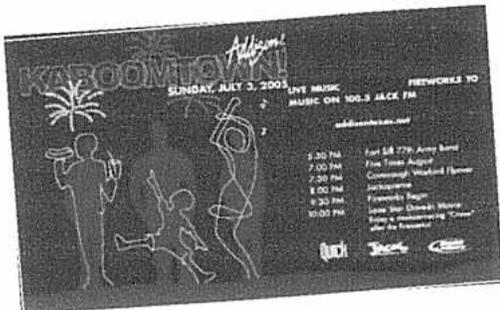
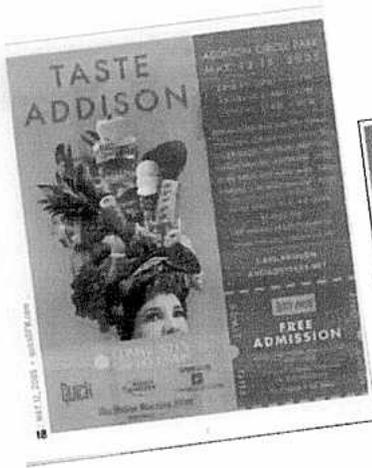
WFAA Channel 8 PSA's

Taste Addison	\$ 10,000
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TOTAL VALUE \$ 61,040

\$61,040 translates to:

- 12 free ads in The Dallas Morning News and its regional papers (black & white)
- 19 free ads in QUICK (full color ads)
- Advertising displayed on 2000+ Quick distribution racks in the Dallas area (Taste Addison, Kaboomtown)
- 29 PSA's on WFAA-TV Channel 8
- Promotional support: 3-D glasses (KaboomTown logo), Rock Band Meet & Greet Contest (KBT), Admissions coupon support (Taste & Oktoberfest), and Website Presence.



The Dallas Morning News
DallasNews.com

Quick
quichdfr.com

YEAR TO DATE SPONSORSHIP SUMMARY 12/06/05

	2005 Cash Sponsorship	In-Kind Trade Value	2004 Cash Sponsorship
TOTALS	\$220,460.49	\$383,549.39	\$213,050.00
Commission Payable to Xelerate Group	\$28,053.13	\$29,124.71	
Net Sponsorship	\$192,407.36	\$354,424.68	
JAZZ FESTIVAL	\$2,000.00	\$11,832.33	\$3,000.00
Lazlo's Cuisine		\$1,000.00	
Downbeat		\$699.00	
The Oasis		\$10,133.33	
U.S. Army	\$2,000.00		
TASTE ADDISON	\$127,012.50	\$183,908.41	\$88,400.00
Aspen Marketing/ SBC	\$6,000.00		
Bluegreen Vacation Club	\$2,250.00		
Bud Light	\$25,000.00	\$1,677.00	
Butler's BBQ Sauce	\$137.50		
Capital Dist/ Viking		\$10,000.00	
Central Market		\$7,500.00	
Chateau de Fromage	\$137.50		
CityHomes	\$2,500.00		
Community Credit Union	\$50,000.00		
Dallas Morning News		\$18,099.27	
DART		\$11,817.80	
Focus Foods Inc.	\$112.50		
GEICO	\$4,000.00		
GMR Marketing/N-Gage	\$10,000.00		
Green Mountain Energy	\$2,250.00		
Gutter Helmet	\$2,500.00		
HKM Enterprises	\$137.50		
Jimmy O'Brien	\$250.00		
Joy Peppers	\$250.00		
KDGE		\$7,000.00	
KDMX		\$40,096.67	
Kracker Enterprise	\$112.50		
KZPS		\$7,000.00	
Pepsi	\$7,500.00	\$30,375.00	
Pierce Promotions/ Verizon	\$2,500.00		
Post Properties	\$1,250.00		
Quick		\$10,086.00	
Rachel Gaffney's Authentic Irish Goods	\$125.00		
Sunny 97.1		\$30,256.67	
Vacation America	\$2,500.00		
Villages at Lone Oak	\$2,500.00		
WFAA		\$10,000.00	
Woodbridge Wines	\$5,000.00		

See additional figures on following page.

YEAR TO DATE SPONSORSHIP SUMMARY 12/06/05

SHAKESPEARE	\$0.00	\$0.00	\$600.00
KABOOM TOWN	\$28,000.00	\$57,041.66	\$28,000.00
Bud Light	\$17,500.00		
Green Mountain Energy	\$1,500.00		
JACK FM		\$44,466.67	
Pepsi	\$5,000.00		
Preston Chrysler Jeep	\$2,000.00		
Quick		\$12,575.00	
Villages at Lone Oak	\$2,000.00		
OKTOBERFEST	\$57,750.00	\$108,829.99	\$92,050.00
Addison Cigar	\$1,250.00		
Bluegreen Vacation Club	\$2,250.00		
Clear Channel Radio		\$89,749.99	
Fairfield Residential	\$7,500.00		
GEICO	\$3,500.00		
Green Mountain Energy	\$2,250.00		
New Avenue Marketing/Energy Star	\$2,500.00		
Paulaner	\$20,000.00	\$8,800.00	
Pepsi	\$5,000.00		
Pierce Promotions/Verizon	\$2,500.00		
Post Properties	\$1,250.00		
Preston Chrysler Jeep	\$2,500.00		
QUICK		\$10,280.00	
SBC	\$2,500.00		
Subaru of Dallas	\$2,500.00		
Villages at Lone Oak	\$2,250.00		
JULY JAZZ SERIES	\$1,500.00	\$6000	\$0.00
The Oasis		\$6,000	
Preston Chrysler Jeep	\$1,500.00		
SYMPHONIC SATURDAYS	\$3,000.00	\$5610	\$500.00
Preston Chrysler Jeep	\$1,500.00		
DVC Worldwide/Target	\$1,500.00		
Sunny 97.1		\$5610	
MOVIES IN THE PARK	\$0.00	\$0.00	\$500.00
MISC SPONSORSHIPS	\$0.00	\$10,326.00	\$0.00
Travelhost - February		\$1,721.00	
Travelhost - April		\$1,721.00	
Travelhost - June		\$1,721.00	
Travelhost - August		\$1,721.00	
Travelhost - October		\$1,721.00	
Travelhost - December		\$1,721.00	
Pepsi Vending	\$705.17		
Pepsi Vending	\$492.82		

NOTE: All Media values have been netted down to 1/3 of the proposed valuation, actuals TBD

**Town of Addison
Proposal for Marketing
and Event Sponsorship
Services**

Presented by:
Xelerate Group



December 13, 2005

Xelerate Group Background

Xelerate Group is a marketing, events, and sponsorship consulting and sales firm that specializes in making corporate and civic businesses and events more successful. Whether it be marketing, sales, development, public relations, sponsorship, event management, event production, food and beverage, or entertainment Xelerate Group provides cost effective success based solutions to your business, your city, or your event.

With over 25 years experience in the hospitality, food service, attractions, casino gaming, and entertainment industries Xelerate Group offers a multi-faceted approach to solving problems, identifying opportunities to expand, and developing strategic plans for the future for your organization. Dallas, Texas based Xelerate was formed in 2002, however, Xelerate has many years experience in the Dallas and Addison markets.

Eric Terry - President

Experienced in sales, marketing, governmental affairs, and operations in the hospitality, casino gaming, attractions, food service, and entertainment industries for both public and private corporations. His experience with Anheuser Busch Entertainment, Marriott Hotels and Resorts, Bristol Hotels, Pratt Hotel Corporation, Hollywood Casino Corporation, and Malibu Entertainment Worldwide and his extensive work in partnership marketing including work with NASCAR Winston Cup driver Mark Martin and many auto racing and non-racing partners, brings a broad background of experience to clients of Xelerate.

Tibbets Media- Associate

Tibbets Media was established in 1983, to provide sophisticated and effective media planning and buying services to advertising agencies and direct clients. Media expertise includes spot radio, spot television, spot and network cable, newspaper, magazine, outdoor and transit. Tibbets client roster includes- Ewing Automotive Group, Presbyterian Healthcare Systems, Scarborough Faire/Screams Halloween Park, El Fenix, Post Properties, Mrs. Bairds, and The Dallas Mavericks.

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Town of Addison Proposed Services

Xelerate Group will provide to the Town of Addison, Texas and to the Town's reasonable satisfaction, the following services to commence on October 1, 2005 through September 30, 2006:

1. Assist Town of Addison (TOA) in marketing and advertising consulting, with particular emphasis on Events and Visitor Services.
2. Work with staff to develop an Events and Arts District sponsorship plan along with packages and marketing materials for implementation.
3. Handle marketing and sales for Events and Arts District Sponsorship including sponsor wrap-ups and solicitation.
4. Assist Staff in the development of Visitor Services Strategic Plan and direction.
5. Provide general marketing, advertising, and development consulting as needed.
6. Plan and buy media for TOA Events, Visitor Services, and Hotel/Restaurant advertising specifically and other media as requested.

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Fees

Xelerate Group is built upon a success-based formula. Our ability to achieve success for The Town of Addison is primarily how we would be compensated. We therefore propose the following:

- \$3,000 per month retainer for Consulting and Marketing Services
- 15% success fee on all cash sponsorships secured by Xelerate Group under \$3,000 each per single event
- 12% success fee on all new cash sponsorships secured by Xelerate Group over \$3,000 and up to \$100,001 each per annum
- 10% success fee on all prior year renewals of cash sponsorships over \$3,000 and up to \$100,001 each per annum
- 7.5% success fee on all cash sponsorships secured by Xelerate Group sold over \$100,001 each per annum
- 7.5% success fee on all trade sponsorships secured by Xelerate Group sold including media
- 7.5% fee on all media bought on behalf of TOA

No payment shall be due and owing to Xelerate Group unless and until The Town has actually received a cash or trade sponsorship except as required under the termination payment.

All pre-approved third party expenses incurred on behalf of the Town of Addison, with the exception of media, would be billed at net with no mark-up. Multiple year sponsorships would be paid as revenue or goods and services are actually received by the Town.

Trade or in-kind sponsorships are defined as media or other goods and services normally utilized by The Town in the conduct of its events and business. Media trades will be discounted to the fair market value of media traded.

In the event of expiration of this Agreement without renewal, the Town would agree to pay Xelerate Group 50% of the net present value of the applicable commission (which commission would otherwise be due to Xelerate if this Agreement had been renewed) on the revenues or trade values of multi-year sponsorship contracts (the "Termination Payment") if such multi-year contracts were secured by the work of Xelerate Group prior to the expiration of this Agreement.

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Termination

(a) *Without cause.* Either party may terminate this Agreement at any time and for any reason by giving to the other party at least 30 days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. In the event of termination, all finished or unfinished data, studies, reports and other materials and items (whether kept electronically, in writing, or otherwise) prepared by Xelerate Group shall be and become the property of the Town and Xelerate Group shall promptly deliver such items to the Town. If the Town exercises this right to terminate this Agreement without cause, the Town agrees to pay to Xelerate Group the Termination Payment. If the Xelerate Group exercises this right to terminate this Agreement without cause, no Termination Payment shall be due or owing.

(b) *With cause.* If Xelerate Group (i) fails to perform Xelerate Group's duties to the reasonable satisfaction of the Town, or (ii) if Xelerate Group fails to fulfill in a timely and professional manner Xelerate Group's obligations under this Agreement, or (iii) if Xelerate Group shall violate any of the terms of provisions of this Agreement (the said (i), (ii) and (iii) being referred to together in this paragraph as a "Failure"), or (iv) if Xelerate Group, Xelerate Group's agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the Town, then Town shall have the right to terminate this Agreement effective immediately upon the Town giving written notice thereof to Xelerate Group; provided, however, that with respect to a Failure: (x) such right of termination shall not be exercised by the Town unless and until a Failure remains uncured by Xelerate Group for a period of 5 consecutive days after notice thereof (which notice shall specifically identify the Failure) from the Town is received by Xelerate Group, but (y) if the Failure cannot with diligence be cured within said 5 day period, if within such 5 day period Xelerate Group provides the Town written notice of the curative measures which it proposes to undertake, and proceeds promptly to initiate such measures to cure such Failure, and thereafter prosecutes the curing of such Failure with diligence and continuity, the time within which such Failure may be cured shall be extended for such period as may be necessary to complete the curing of such Failure with diligence and continuity, not to exceed 15 days following the receipt of the said notice. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. In the event of termination, all finished or unfinished data, studies, reports and other items (whether kept electronically, in writing, or otherwise) prepared by Xelerate Group shall be and become the property of the Town and Xelerate Group shall promptly deliver such items to the Town. Xelerate Group shall be paid for all work satisfactorily completed prior to the effective date of such termination. In event of termination by the Town under this paragraph, no Termination Payment shall be due or owing.

Statement. Xelerate Group shall submit to the Town, on or before the 10th day of each month, a detailed statement in writing of the services provided and work performed by Xelerate Group during the immediately preceding month (the first such statement being due on or before October 10, 2005, and the last such statement due on or before October, 2006). In addition, each such statement shall include such additional documents, materials or

information as the Town may request in connection with the statement and/or the compensation paid to Xelerate Group.

Entire Agreement and Modification. This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. Xelerate Group shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Xelerate Group specifically acknowledges that in entering into and executing this Agreement, it relies solely upon the provisions contained in this Agreement and no others.

Assignment. Inasmuch as this Agreement is intended to secure the specialized services of Xelerate Group, Xelerate Group has no authority or power to and may not assign, transfer, delegate, subcontract or otherwise convey any interest herein without the prior written consent of Town, and any such assignment, transfer, delegation, subcontract or other conveyance without the Town's prior written consent shall be considered null and void.

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

Enforceability. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Independent Contractor. Xelerate Group shall, during the entire term of the Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow the Town to exercise discretion or control over the professional manner in which Xelerate Group performs the services which are the subject matter of the Agreement; provided always however that the services to be provided by Xelerate Group shall be provided in a manner consistent with all applicable standards and regulations governing such services.

Indemnity. Xelerate Group shall defend and indemnify the Town, its officials, officers, employees and agents (together, for purposes of this section, the "Indemnified Parties") against, and hold the Indemnified Parties harmless from, any and all liability, actions, causes of action, lawsuits, judgments, claims, damages, penalties, fines, costs or fees, including attorney's fees and costs of defense, for personal injury, property damage or destruction (including without limitation loss of use of property not otherwise physically injured), breach of contract, or other harm for which recovery of damages or any other form of relief (whether at law or in equity) is sought (and including, without limitation, any claim relating to copyright or any other intellectual property right), resulting from or arising out of, in whole or in part, any act or omission of Xelerate Group, its officers, employees and agents

under this Agreement. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

Insurance. At all times in connection with this Agreement, Xelerate Group shall maintain in full force and effect commercial general liability insurance (as set forth in the Quotation attached hereto) at minimum combined single limits of \$1,000,000 each occurrence, \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (Per BG-G-173), \$1,000,000 personal and advertising injury liability, \$100,000 fire damage legal liability, and \$5,000 medical expense limit - any one person. The Town of Addison shall be named as an additional insured with respect to all such insurance. Liability policies shall contain no cross liability exclusions or insured versus insured restrictions. A waiver of subrogation in favor of the Town of Addison shall be contained in all such policies. All policies shall be endorsed to require the insurer to immediately notify the Town of Addison of any material change in the insurance coverage. All insurance policies shall be endorsed to the effect that the Town of Addison will receive at least sixty (60) days' notice prior to cancellation or non-renewal of the insurance. All insurance policies, which name The Town of Addison as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance. Xelerate Group may maintain reasonable and customary deductibles, subject to approval by the Town of Addison. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, delivered to the Town of Addison, and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to the Town of Addison.

Upon request, Xelerate Group shall furnish the Town of Addison with certified copies of all insurance policies.

Records

- (a) Xelerate Group shall keep complete and accurate records for the services performed pursuant to this Agreement and any records required by law or government regulation and shall make such records available to Town upon request.
- (b) Xelerate Group shall assure the confidentiality of any records that are required by law to be so maintained.
- (c) Xelerate Group shall prepare and forward such additional or supplementary records as Town may reasonably request.

Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent first class mail to the Town at:

Mr. Ron Whitehead
Town Manager
Town of Addison
P.O. Box 9010
Addison, TX 75001-9010

and to Xelerate Group:

Eric D. Terry
President
4560 Belt Line Road, Suite 424
Addison, Texas 75001

Findings Confidential. No reports, information, documents, or other materials given to or prepared by Xelerate Group under this Agreement which Town requests in writing to be kept confidential, shall be made available to any individual or organization by Xelerate Group without the prior written approval of Town. However, Xelerate Group shall be free to disclose such data as is publicly available.

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

Ownership of Reports. The reports, documents and materials prepared by Xelerate Group under this Agreement shall be the sole property of the Town upon payment by the Town to Xelerate Group for the fees earned under this Agreement in connection with the preparation and delivery of such reports, documents and materials.

Agreement Controlling. The Proposal is incorporated into this Agreement, except to the extent any such terms or provisions are in conflict with any term or provision of this Agreement, in which event the express terms and provisions of this Agreement shall control.

Respectfully submitted,

Eric D. Terry
President
Xelerate Group

Date

Accepted and agreed to:

Date

Council Agenda Item: #2c**SUMMARY:**

Council approval is requested for the purchase of (3) 2006 Hybrid Electric SUV's, (2) 3/4 Ton Trucks, and (1) 1 Ton Truck, under the Town's Inter-local Agreement with the Houston-Galveston Area Council (HGAC).

FINANCIAL IMPACT:

Capital Equipment Replacement Fund - Budgeted Amount:	<u>\$ 121,000.00</u>
(Four vehicles)	Cost: <u>\$ 98,716.00</u>

Airport Fund - Budgeted Amount:	<u>\$ 60,000.00*</u>
(One Vehicle)	Cost: <u>\$ 25,274.00</u>

* Budget also includes funding for other equipment not included in this purchase.

Utilities Fund - Budgeted Amount:	<u>\$ 35,000.00</u>
(One Vehicle)	Cost: <u>\$ 21,169.00</u>

BACKGROUND:

HGAC issues request for bids for vehicles and equipment every year and receives extremely competitive prices because of the large volume of purchases the council generates. In the past, the prices received from HGAC have been 25% below the manufacturer's suggested prices.

State statute exempts the Town from formal bid requirements when purchasing through the Inter-local Agreement with HGAC.

The three Hybrid Electric SUV's are for the (2) Fire Prevention Division and (1) General Services Department. Two Hybrids replace two 1999 Tahoe SUV's in the Fire Service and one 1994 Utility Van in Facilities Services. The Airport vehicle is an additional vehicle to the Airport fleet and will be used in a heavier service vehicle capacity with additional passenger space (Crew Cab). The Utilities ¾ Ton Cab & Chassis vehicle replaces a 1998 1 Ton Dump Bed truck, which has reached the end of its useful life. The one 1-ton truck is for the Parks Department and replaces a 1998 1-ton Dump Bed truck that has reached the end of its useful life. The replaced vehicles will be auctioned at the next Town auction.

There are sufficient funds in the Capital Equipment Replacement Fund, Airport Fund and Utilities Fund to cover the total recommended expenditure of \$145,159.00.

RECOMMENDATION:

Staff recommends the Council approve the purchase of the vehicles from HGAC.

MA

Council Agenda Item: #2d**SUMMARY:**

Council approval is requested for the purchase of (1) 2006 Hybrid Electric ½ Ton Truck, under the Town's Inter-local Agreement with the Texas Local Government Purchasing Cooperative - known as BuyBoard.

FINANCIAL IMPACT:

Capital Equipment Replacement Fund - Budgeted Amount: \$ 32,000.00
(One vehicle) Cost: \$ 23,152.70

BACKGROUND:

At the January 11, 2005 Council meeting, the Town approved a resolution to join the Texas Local Government Purchasing Cooperative - better known as BuyBoard. BuyBoard issues request for bids for vehicles and equipment every year and receives extremely competitive prices because of the large volume of purchases they generate. This is a comparable purchasing method to those purchases done through the Houston Galveston Area Council. By participating in a cooperative, we are able to receive better prices on items we need and in some cases without the effort of seeking formal quotes or bids.

State statute exempts the Town from formal bid requirements when purchasing through the Inter-local Agreement with BuyBoard.

This Hybrid Electric ½ Ton truck is for the Streets/ Engineering Division (Public Works Inspector) and replaces a 1999 ½ Ton truck that will be reassigned to the motor pool for department loaner purposes.

There are sufficient funds in the Capital Equipment Replacement Fund to cover the recommended expenditure of \$23,152.70.

RECOMMENDATION:

Staff recommends the Council approve the purchase of this vehicle from BuyBoard.

MA

Council Agenda Item #2e**SUMMARY:**

This item is for the approval of a second change order to the Engineering Services Agreement with URS Corporation, in the amount not to exceed \$21,335.00, for additional construction administration services on the Arapaho Road, from Surveyor Blvd. to Addison Road, project.

FINANCIAL IMPACT:

Current Construction Administration Cost:	\$37,400.00
Change Order No. 2 amount:	\$21,335.00
Source of Funds:	Funds have been identified to support the excess amount, primarily from the 2006 bond sale.

BACKGROUND:

The third phase of the proposed Arapaho Road, Phase III project extends from Surveyor Blvd. to Addison Rd., and is nearing completion of construction. Several items related to the construction of the bridge over Midway Rd. remain and require analysis and inspection by URS Corporation. In November 2002, an initial contract was approved for URS to perform construction administration services for the proposed bridge, in the amount of \$25,000. Subsequently, change order no. 1 became necessary, in the amount of \$12,400, due to the amount of analysis and construction review that URS was asked to perform during the construction process. At this time, it has been determined that several additional actions on the part of URS are necessary in order to complete the construction of the bridge and ensure that the final construction will meet all safety requirements set forth in the design specifications. The work involved includes review and analysis of stressing the proposed bridge hangers, review and approval of the cable deflections and forces, providing repair procedures for voids in the bridge diaphragm, and responding to additional lighting and other miscellaneous requests for information by the Contractor. As a result, a second change order to the original contract with URS Corporation, in the amount not to exceed \$21,335, is requested.

RECOMMENDATION:

Staff recommends that Council approve Change Order No. 2 to the Engineering Services Agreement with URS Corporation, in an amount not to exceed \$21,335.00, for additional construction administration services on the Arapaho Road, from Surveyor to Addison Road, project.

CHANGE ORDER NO. 02

In accordance with the Agreement between the Town of Addison ("Client"), and URS Corporation ("URS"), a Nevada corporation dated November 11, 2002 (for Work Order No. 002) this Change Order describes the agreed upon changes to the Services, Schedule, and Payment for the Services.

Project: Arapaho Road Bridge at Midway Road. Construction Administration Services URS Project No. 25334402 Date: _____

REFERENCE: Drawing No. N/A Specification No. N/A Other N/A

The Agreement is hereby changed as follows:

Additional fee for the continuation of Construction Administration Services.

Justification for Change:

Additional fee is required to continue to respond to design changes during construction as well as review and approve the erection and hanger stressing report, drawings and calculations for the arch span.

CHANGE TO ESTIMATED CONTRACT PRICE (See Attachment E)

Original Estimated Contract Price (Work Order No. 002):	\$ <u>25,000.00</u>
Current estimated contract price, including previous change orders:	\$ <u>37,400.00</u>
The estimated Contract Price due to this Change Order will be increased by:	\$ <u>21,335.00</u>
The new estimated Contract Price due to this Change Order will be:	\$ <u>58,735.00</u>

CHANGE TO THE ESTIMATED SCHEDULE (See Attachment N/A)

The date for completion of all work under the contract will be: December 24, 2005

EXCEPT AS PROVIDED IN THIS CHANGE ORDER, ALL TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED

Acceptance of the terms of this Change Order is acknowledged by the following signatures of the Authorized Representatives.

CLIENT

Signature

Typed Name/Title

Date of Signature

cc: Accounting

URS

Emily Taylor, PE / Vice President
Signature

Emily Taylor, P.E. / Vice President

Typed Name/Title

11/9/05
Date of Signature

**ARAPAHO ROAD BRIDGE AT MIDWAY ROAD
WORK ORDER NO. 002 - ARAPAHO ROAD BRIDGE
MAN-HOUR BREAKDOWN FOR CHANGE ORDER NO. 002 (THROUGH DECEMBER 24, 2005)
URS CORPORATION**

ATTACHMENT E

Manhours per Labor Classification

Project Mangr	Project Sr. Engr/Archt	Project Engr/Archt	Project Engr/Archt	Sr. Tech.	Tech	Clerical WP	Total Hours	Total Labor Cost	Direct Expenses (*)	Total Cost
\$155.00	\$140.00	\$110.00	\$80.00	\$85.00	\$70.00	\$55.00				
20.5	20	0	0.5	0	0	0	41	\$ 6,017.50	\$ 27.50	\$ 6,045.00
2	15.5		0.5				18	\$ 2,520.00	\$ -	\$ 2,520.00
2	4.5						6.5	\$ 940.00	\$ 27.50	\$ 967.50
3							3	\$ 465.00	\$ -	\$ 465.00
11							11	\$ 1,705.00	\$ -	\$ 1,705.00
0.5							0.5	\$ 77.50	\$ -	\$ 77.50
2							2	\$ 310.00	\$ -	\$ 310.00
							0	\$ -	\$ -	\$ -
40	24	40	0	0	0	6	110	\$ 14,290.00	\$ 1,000.00	\$ 15,290.00
4							4	\$ 620.00	\$ -	\$ 620.00
2	4						6	\$ 870.00	\$ -	\$ 870.00
4	20	16				2	42	\$ 5,290.00	\$ -	\$ 5,290.00
16		8				2	26	\$ 3,470.00	\$ -	\$ 3,470.00
8		16				2	26	\$ 3,110.00	\$ 1,000.00	\$ 4,110.00
6							6	\$ 930.00	\$ -	\$ 930.00
							0	\$ -	\$ -	\$ -
60.5	44	40	0.5	0	0	6	151	\$ 20,307.50	\$ 1,027.50	\$ 21,335.00

CHANGE ORDER NO. 2

August 19, 2005 through October 21, 2005

Complete the review and approval of the Contractor's "Step-by-Step Construction Analysis with Deflections and Cable Forces".
Review the Contractor's "Check of Structural Performance During Construction".
Review and provide response to diaphragm rebar clearance and diaphragm casting sequence questions.
Respond to questions related to the drivers for the Type C lights.
Attend Meeting with Town of Addison

October 22, 2005 through December 24, 2005

Visit site during hanger stressing
Review final hanger stresses.
Review analysis on bridge for differing hanger stresses.
Respond to miscellaneous RFIs
Respond to lighting questions.
Attend meetings with the Town of Addison (3)

SUBTOTAL CHANGE ORDER NO. 2

(*) Direct expenses include items such as Fed-Ex, copies, travel and courier services.

Council Agenda Item #2f**SUMMARY:**

This item is for Council approval of Change Order No. 5, in the amount of \$63,942.44, and an extension of 33 calendar days, for the construction of Arapaho Road, Phase III, from Surveyor Blvd. to Addison Road.

FINANCIAL IMPACT:

Budgeted Amount: Not specifically budgeted

Change Order Cost: \$63,942.44

Source of Funds: Funds have been identified to support the excess amounts, primarily from the 2006 bond sale.

BACKGROUND:

The Arapaho Road, Phase III project is nearing completion of construction from Surveyor Blvd. to Addison Road. In June 2004, a construction contract was awarded to Archer Western, Ltd., in the amount of \$16,702,578.42. During the construction of these improvements, The Public Works Department staff and the Contractor have jointly identified several necessary field changes related to the project. Four previous change orders, in the amounts of \$8,509.00, \$17,548.18, \$124,766.25, \$99,560.54, respectively, were generated as a result of field changes to the original design. As the construction of Arapaho Road has progressed, it was determined that Change Order No. 5, in the amount of \$63,942.44, is also necessary to complete the project. This change order is the result of numerous construction issues (see attachment) that occurred. In addition, some of the items included in the change order created unavoidable delays in construction. As a result, staff determined that the Contractor should receive a total of 33 days added to the current contract time of 511 calendar days for this project. The current time is the result of 425 calendar days in the original contract plus an additional 86 calendar days approved in Change Order No. 4.

The addition of Change Order No 5 increases the total construction cost to \$17,016,904.83. This represents a 1.88% increase over the contract construction cost. Typically, a project of this scope and magnitude will experience change orders totaling approximately 4% of the original contract price. Fortunately, staff has worked with the Contractor to effectively minimize the value of change orders on this project to date. However, due to the nature of these improvements and the remaining scope of roadway and bridge construction, it is anticipated that staff will submit one additional change order to Council for consideration and approval that will accompany the request for final payment. The final amount of the increase in construction cost should be well within the 4% figure.

RECOMMENDATION:

Staff recommends that Council authorize the City Manager to approve Change Order No. 5, in the amount of \$63,942.44, and an extension of 33 calendar days, for the construction of Arapaho Road, Phase III, from Surveyor Blvd. to Addison Road.

TOWN OF ADDISON, TEXAS

ARAPAHO ROAD - PHASE III

Project No. 04-022

CHANGE ORDER NUMBER: 5

1. CONTRACTOR: Archer Western Contractors

2. Change Order Work Limits: Sta. 34+07 to Sta. 87+88

3. Describe the work being revised:

See Attached Reason Sheet

4. Work to be performed in accordance with Items: See attached Tables

5. New or revised plan sheet(s) are attached and numbered: IR-01, 06 & 07; BR-32, 50, 58 & 59

6. New general notes to the contract are attached: [] Yes [x] No

7. New Special Provisions to Ite N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

Table with contractor details and provided information. Contractor: Ben Withered, Project Manager, Date: 12/7/05. Provided info: Time Ext. #: 2, Days added: 33, Amount added: \$63,942.44.

RECOMMENDED FOR EXECUTION:

Signature of Construction Inspector, Date 12/7/05

Town of Addison Director of Public Works [] APPROVED

Signature of Project Manager, Date 12.06.05

Town of Addison Asst. Public Work Director [] APPROVED

Signature of Asst. City Engineer, Date 12/7/05 [x] APPROVED

**Arapaho Road – Phase III
Surveyor Blvd. to Addison Road
Project No. 04-22**

Change Order No. 5

Reason for Change

This change order will increase work by ten new contract work items, the reduction in quantity of two original bid items and the increase in quantity of 3 original bid items. The change order will result in Thirty-three (33) days time extension to the contract.

Item 233 – 30” Type ‘A’ Headwall:

History of why the change order occurred – Deletion of the original bid item, which was determine not to be required . See below.

Impact to the contract amount – A credit amount of \$1,005.44 to the base contract.

Impact to the project schedule – The project calendar day total is not affected.

Item 255 – 4’ Schedule 40 PVC pipe

Contractor was instructed to provide an additional 4” PVC conduit for cable services and electrical services that will be compensated under the existing contract bid item unit price.

History of why the change order occurred – Additional conduit runs were installed for the existing services for cable which could not be installed within the same conduit; alignment adjustment for the existing services and to continue to provide an spare conduit for future and

Impact to the contract amount – A total dollar amount of \$5,950.77 is approved.

Impact to the project schedule – The project calendar day total is not affected.

**Arapaho Road – Phase III
Surveyor Blvd. to Addison Road
Project No. 04-22**

Change Order No. 5

Item 262 – 8” C909 PVC Class 150 Water Line (Related to PCO #054):

The contractor was asked to provide additional 8” PVC water main, which would be compensated under the existing contract bid item unit price.

History of why the change order occurred – After the start of the construction, it was observed that the existing as-built condition of the existing 8” water main would be under the future MSE #4 - retaining wall. This cost is for the relocation of the existing water main to the outside/from under the retaining wall.

Impact to the contract amount – A total dollar amount of \$10,484.20 is approved.

Impact to the project schedule – The project calendar day total is not affected.

Item 305– Conduit, 4” Schedule 40 PVC, Bored and Trenched:

Contractor was requested to provide additional conduit runs, which will be compensated under the existing contract bid item unit price.

History of why the change order occurred – An additional conduit run to compensate for the as-built condition found at the new Arapaho Rd/ Addison Rd intersection traffic control system. Also, additional conduit quantity to avoiding existing under ground obstructions.

Impact to the contract amount – A total dollar amount of \$7,750.00 is approved.

Impact to the project schedule – The project calendar day total is not affected.

Item 424 – Furnish and Install Median Pavers (PCO #062):

History of why the change order occurred – Adjustments to the median at the railroad grade crossings to make the look of the roadway crossing uniform.

Impact to the contract amount – A credit amount of \$11,251.50 to the base contract.

Impact to the project schedule – The project calendar day total is not affected.

**Arapaho Road – Phase III
Surveyor Blvd. to Addison Road
Project No. 04-22**

Change Order No. 5

Item 1238 – Relocate existing 8” Valve and Main (PCO # 054):

Contractor directed to locate, excavate and remove the driveway entrance to fine the existing valve to isolate the section of the 8” water main to be relocated. The Contractor claimed \$1,267.29 for the relative work that was incurred.

History of why the change order occurred – After the start of the construction, it was observed that the existing as-built condition of the existing 8” water main would be under the future MSE #4 - retaining wall. This work didn’t directly impact the critical path of the project.

Impact to the contract amount – The dollar amount of \$1,267.29 is approved.

Impact to the project schedule – The project calendar day total is not affected.

Item 1239 – Demo of Existing SBC Manhole (PCO #045):

Contractor claimed two additional days for the remove the existing SBC Manhole which was in the way of the new 12” Sanitary Sewer installation. Contractor also claims \$1,432.78 for additional costs incurred.

History of why the change order occurred – Due to the time frame, the contractor was asked to remove the manhole instead of waiting for SBC, not to delay the contract schedule. This work didn’t directly impact the critical path of the project.

Impact to the contract amount – The dollar amount of \$1,432.78 is approved.

Impact to the project schedule – Impact to the project schedule – The contractor has claimed two additional day for this work. This work did not affect the critical path of the project. The project calendar day total is not affected.

**Arapaho Road – Phase III
Surveyor Blvd. to Addison Road
Project No. 04-22**

Change Order No. 5

Item 1240 – Future Irrigation Water Tap at Surveyor Blvd. (PCO #030):

Contractor was requested by the Town of Addison to install an additional water tap for future irrigation for existing property adjacent to the Arapaho Roadway. The Contractor claimed \$4,568.84 for the relative work that was incurred.

History of why the change order occurred – Initial paint specified for the Pedestrian Railing was a System II vinyl paint. After reviewing the specifications and expected performance with the contractor and his paint subconsultant it was determined that a Carboline acrylic paint system was more advantageous to the pedestrian rail. This work didn't directly impact the critical path of the project.

Impact to the contract amount – The dollar amount of \$4,568.84 is approved.

Impact to the project schedule – The project calendar day total is not affected.

Item 1241 – Future Tie-in along Midway road /Irrigation System (PCO #30):

Contractor claims \$13,698.14 for additional costs incurred with days to be determined.

History of why the change order occurred – In the beginning of the contract, it was decided by the Town of Addison to provide the area with additional access for water source. Change were issued to the contract changing the Tie-in to the existing 16" Water main and adding new 4" & 6" water main line with valves.

Impact to the contract amount – The dollar amount of \$13,698.14 is approved.

Impact to the project schedule – The contractor has claimed additional day for this work to be determined. This work did not affect the critical path of the project. The project calendar day total is not affected.

**Arapaho Road – Phase III
Surveyor Blvd. to Addison Road
Project No. 04-22**

Change Order No. 5

Item 1242 – Related Cost for the Extension of MSE#2 (PCO #044):

Contractor claims \$1,749.99 for costs incurred not covered by bid items.

History of why the change order occurred – During the construction, it was determine to extend the MSE wall along the property of Bullough/Lyko. This would lessen the impact to the adjacent property during the construction. This cost was incurred by the modification to the drainage system. This work didn't directly impact the critical path of the project.

Impact to the contract amount – The dollar amount of 1,749.99 was approved.

Impact to the project schedule – The project calendar day total is not affected.

Item 1243 – T-4 Railing Transition Adjustments (PCO #054):

Contractor claims \$917.38 for additional costs incurred.

History of why the change order occurred – The Contractor was directed in the field to change formwork to modify some conflicting condition along the T-4 Transition end. This work didn't directly impact the critical path of the project.

Impact to the contract amount – The dollar amount of \$917.38 is approved.

Impact to the project schedule – The project calendar day total is not affected.

Item 1244 – 'Y'-Inlet Converted to Grate Inlet:

Contractor claims \$300.00 for additional material costs incurred..

History of why the change order occurred – Contractor was directed to place an cast iron frame and grating on the top of an type 'Y'-inlet base to prevent an obstruction within the pavement at the end of the Watson & Talyor storage driveways. This work didn't directly impact the critical path of the project.

Impact to the contract amount – A total dollar amount of \$300.00 is approved.

Impact to the project schedule – The project calendar day total is not affected.

**Arapaho Road – Phase III
Surveyor Blvd. to Addison Road
Project No. 04-22**

Change Order No. 5

Item 1245 – Aviation Lights on top of Street Poles (PCO #064):

Contractor claims \$13,698.14 for additional costs incurred with days to be determined.

History of why the change order occurred – The Town of Addison has requested installation of the red aviation lights at the top of the all street poles that are along Arapaho Road near the Addison Airport.

Impact to the contract amount – A total dollar amount of \$16,626.77 is approved.

Impact to the project schedule – This work will be released from the completion date restraints of the contract due to the requirement of the work and availability of the material required to perform the work.

Item 1247 – Diaphragm Concrete Mixed Design (PCO #5058):

Contractor claimed five (5) additional days for the of the Concrete Mixed Design change. Contractor also claims \$932.77 for additional costs incurred

History of why the change order occurred – Due to the tight tolerances with the reinforcing steel within the span 9 diaphragms, it was determined to change the aggregate to a smaller size to allow for a better consolidation of the concrete during the placement.

Impact to the contract amount – A total dollar amount of \$932.77 is approved.

Impact to the project schedule – The project calendar days will be extended five days, which allow for the testing of the new mix design.

**Arapaho Road – Phase III
Surveyor Blvd. to Addison Road
Project No. 04-22**

Change Order No. 5

Item 1248 – Diaphragm Rebar Conflicts (PCO #053):

Contractor claimed Twenty-eight (28) additional days for the conflicts with the diaphragm rebar splice coupler, rebar conflicts and re-fabrication of the rebar for the adjusting within the diaphragms in span 9. Contractor also claims \$10,520.45 for additional costs incurred

History of why the change order occurred – Changes to the details, fabrication and installation for the rebar within diaphragm for span 9, delay the placement of concrete for the diaphragms which is on the critical path of the project.

Impact to the contract amount – A dollar amount of \$10,520.45 is approved.

Impact to the project schedule – The project calendar days will be extended Twenty-eight days.

HNTB Corporation

Guy Van Baulen

Council Agenda Item: #2g

SUMMARY:

This item is an amendment to the Town of Addison Code of Ordinances, Section 78-140 adding Arapaho Road between Addison Road and Surveyor Boulevard, and providing that the maximum speed on this road segment be 35 miles per hour.

FINANCIAL IMPACT:

Budgeted Amount: \$0.00

Cost: \$0.00

This project requires no Town funding

BACKGROUND:

The Town of Addison, Director of Public Works, has determined on the basis of investigation and study that the reasonable and safe maximum speed limit on the portion of Arapaho Road between Addison Road and Surveyor Boulevard be 35 miles per hour. Staff plans to study the speed on this portion of Arapaho Road six months after the road has opened.

RECOMMENDATION:

Staff recommends this amendment adding Arapaho Road from Addison Road to Surveyor to Section 78-140 of the Code of Ordinances and establishing the maximum speed limit of 35 miles per hour to this road segment.

TOWN OF ADDISON, TEXAS**ORDINANCE NO. _____**

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS ALTERING THE PRIMA FACIE SPEED LIMIT ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF SECTION 545.356 OF THE TEXAS TRANSPORTATION CODE AND SECTION 78-133 OF THE CODE OF ORDINANCES OF THE TOWN ON ARAPAHO ROAD BETWEEN ADDISON ROAD AND SURVEYOR BOULEVARD WITHIN THE TOWN; AMENDING SECTION 78-140 OF THE CODE OF ORDINANCES BY ADDING THERETO SUCH PORTION OF ARAPAHO ROAD AND PROVIDING THAT THE MAXIMUM SPEED LIMIT ON SUCH ROAD SEGMENT IS 35 MILES PER HOUR; PROVIDING FOR THE POSTING OF SIGNS; PROVIDING THAT A PERSON VIOLATING THIS ORDINANCE SHALL BE FINED, UPON CONVICTION, IN AN AMOUNT NOT LESS THAN ONE DOLLAR (\$1.00) OR MORE THAN TWO HUNDRED DOLLARS (\$200.00); PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 545.356 of the Texas Transportation Code provides that whenever the governing body of a municipality shall determine upon the basis of an engineering and traffic investigation that any prima facie speed limit is unreasonable or unsafe on a street or portion thereof within the municipality, taking into consideration the width and condition of the pavement, the usual traffic at the affected area, and other circumstances, the governing body may alter by ordinance the prima facie speed limit established by State law and determine and declare a reasonable and safe prima facie speed limit upon that street or portion thereof; and

WHEREAS, Section 78-131 of the Code of Ordinances of the Town of Addison, Texas (the "City") provides that the Town's Director of Public Works shall determine, on the basis of engineering and traffic surveys, investigation and study, reasonable and safe maximum speed limits for each street within the City and submit recommendations based on such survey and investigation to the City Council; and

WHEREAS, Section 78-133 of the Code of Ordinances provides that, on the basis of the recommendation of the Director of Public Works, the City Council may alter the prima facie maximum and minimum speed limits established by state law and Chapter 78 of the Code of Ordinances as the City Council may deem necessary; and

WHEREAS, the City Council, on the basis of an engineering and traffic investigation and upon the recommendation of the Director of Public Works, desires to alter the State established prima facie speed limit on Arapaho Road between Surveyor Boulevard (4000 block) and Addison Road (4700 block) and determine and declare a reasonable and safe prima facie speed limit upon such portion of Arapaho Road as set forth herein.

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

OFFICE OF THE CITY SECRETARY

ORDINANCE NO. _____

Section 1. Incorporation of Premises. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Amendment. Section 78-140 of Chapter 78 of the Code of Ordinances of the Town of Addison, Texas (the "City") is hereby amended as set forth in Exhibit A attached hereto and incorporated herein for all purposes, and all other chapters, articles, sections, subsections, phrases and words of the said Code are not amended but are hereby ratified and confirmed:

Section 3. Basis for Amendment; Posting Signs. The amendment made by this Ordinance and the alteration of the maximum prima facie speed limit is based upon an engineering and traffic investigation and recommendation of the Public Works Director of the City in accordance with State law and the Code of Ordinances. The Director of Public Works of the City is hereby authorized and directed to post appropriate signs in conspicuous places indicating and giving notice to motorists of such speed.

Section 4. Penalty. It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount of not less than One Dollar (\$1.00) nor more than Two Hundred Dollars (\$200.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

Section 5. Savings. This Ordinance shall be cumulative of all other ordinances of the City affecting speed limits and vehicles and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance.

Section 6. Severability. The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 7. Effective Date. This Ordinance shall take effect upon the adoption and publication hereof in accordance with law, and upon the posting of signs giving notice of the speed limit established herein as set forth in Section 2 hereof.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the ____ day of _____, 2005.

Joe Chow, Mayor

ATTEST:

By: _____
Carmen Moran, City Secretary

APPROVED AS TO FORM:

By: _____
Ken Dippel, City Attorney

EXHIBIT A
to Ordinance No. _____

Amendment to Section 78-140, Code of Ordinances

Section 78-140 of the Code of Ordinances is amended to read as follows:

Sec. 78-140. Streets other than school zone streets.

A person commits an offense if he operates or drives a vehicle on the following designated streets at a speed faster than the speed designated by this section for that street or portion of that street, and any speed in excess of the limit provided in this section shall be prima facie evidence that the speed is not reasonable or prudent and is unlawful.

<i>Street</i>	<i>Extent</i>	<i>Speed(mph)</i>
Addison Circle	From Quorum Drive eastbound to Dallas Parkway being the 5000 block through the 5100 block	20
Addison Road	From the north right-of-way line of Belt Line Road to the northern town limits on Addison Road and being the 15100 block through the 17300 block of Addison Road, except as provided in section 78-138	40
Airport Parkway	Between Addison Road and Dallas Parkway being the 4800 block through the 5100 block of Airport Parkway	40
<u>Arapaho Road</u>	<u>Between Surveyor Boulevard and Addison Road, being the 4000 block through the 4700 block of Arapaho Road</u>	<u>35</u>
Bellbrook Drive	The 14800 block through the 14925 block of Bellbrook Drive	20
Bellbrook Way	The 14800 block through the 1925 block of Bellbrook Way	20
Belt Line Road	From the east town limits to the west town limits and being the 3700 block through the 5200 block of Belt Line Road	40
Celestial Road	The 5300 block through the 5600 block of Celestial Road	20
Dallas Parkway	The 14300 block through the 16000 block of Dallas Parkway	40
Hampton Court	The 14809 block through the 14818 block of Hampton Court	20
Havenshire Place	The 14901 block through the 14933 block of Havenshire Place	20
Inwood Road	From the south town limits to the south right-of-way line	35

	of Belt Line Road and being the 14600 block through the 15000 block of Inwood Road	
Keller Springs Road	Between Addison Road and Dallas Parkway being the 4800 block through the 5100 block of Keller Springs Road	40
Knots Landing	17000 block of Knots Landing	10
Lake Forest Drive	The 14900 block through the 15000 block of Lake Forest Drive	20
Lewis Place	From McEntire Place to Addison Circle being the 15500 block through the 15650 block of Lewis Place	20
Marsh Lane	From the north right-of-way of Belt Line Road to the north town limits and being the 15100 block through the 15200 block of Marsh Lane	40
Marsh Lane	From the south town limits to the south right-of-way of Belt Line Road and being the 13900 block through the 15000 block of Marsh Lane	35
McEntire Place	From Quorum Drive eastbound to Spectrum Drive being the 5000 block through the 5100 block of McEntire Place	20
Midway Road	From the south town limits to the north town limits and being the 14000 block to the 16800 block of Midway Road	40
Mildred Place	From Addison Circle to Morris Avenue being the 15600 block through the 15700 block of Mildred Place	20
Morris Avenue	The 4900 block through the 5100 block of Morris Avenue	20
Oaks North Drive	The 14800 block through the 14900 block of Oaks North Drive	20
Paladium Drive	Between Montfort and Oaks North Drive being the 14800 block of Paladium Drive	20
Planters Row	17000 block of Planters Row	10
Quorum Drive	Between Belt Line Road and Westgrove Drive being the 15100 block through the 16400 block of Quorum Drive	30
Sojourn Place	Between Westgrove Drive and Windward Lane being the 4200 block to the 4400 block of Sojourn Place	10
Southfork Drive	Between Westgrove Drive and Windward Lane being the 4200 block to the 4400 block of Southfork Drive	10
Spring Valley Road	Between Midway Road and Marsh Lane and being the 3600 block through the 4100 block of Spring Valley Road, except as provided in section 78-138	35

Upper Bay Road	17000 block of Upper Bay Road	10
Vinland Drive	17000 block of Vinland Drive	10
Westgrove Drive	Between Addison Road and north town limit line being the 4600 block to the 17200 block of Westgrove Drive	40
Windward Lane	17000 block of Windward Lane	10
Winnwood Road	The 14500 block through the 15000 block of Winnwood Road	20

Council Agenda Item: #2h-1**SUMMARY:**

This item is to award a bid to Nortex Concrete Lift and Stabilization, Inc. for raising and undersealing concrete pavement on Midway Road.

FINANCIAL IMPACT:

Budgeted Amount: \$250,000

Cost: \$182,442.19

This project is funded for 2006 with Street Bond funds.

BACKGROUND:

In early 2002 the Public Works Department began using a contractor to inject a high-density polyurethane material under concrete pavement to lift and stabilize the pavement. This process has been very successful at lifting and stabilizing portions of Midway Road north of Belt Line Road. Nortex Concrete Lift and Stabilization successfully completed two similar projects in 2003 and 2004 on Midway Road for the Town of Addison.

On November 29, 2005, bids were opened on a project to inject 52,577 pounds of high-density polyurethane material under the concrete pavement at various locations on north Midway Road. The two bidders on this project were Uretek (\$209,700) and Nortex (\$182,442.19). Staff did not expect to receive additional bids due to the specialized nature of the project.

RECOMMENDATION:

Staff recommends awarding this project in the amount of \$182,442.19 for raising and undersealing concrete pavement on Midway Road to Nortex Concrete Lift and Stabilization, Inc.

**Raising and Undersealing Concrete Pavement
Bid No. 06-02**

**DUE: November 29, 2005
2:00 PM**

BIDDER	Signed	Bid Bond	Total Bid
Nortex, Inc.	Y	Y	\$182,442.19
Uretex USA, Inc.	Y	Y	\$209,700.00

Shanna N. Sims

Shanna N. Sims, Strategic Services Manager

Katie H. Roller

Witness

Council Agenda Item: #2i

SUMMARY:

Staff recommends that the Council approve a letter from the City Manager serving notice to Trinity Christian Academy that the Town does not desire to renew the Lease Agreement and Joint Use Agreement between Trinity Christian Academy and the Town of Addison.

BACKGROUND:

The Lease Agreement and Joint use Agreement was approved in July 1986 as a renewable 20-year agreement, which allowed the Town recreation and fitness opportunities in exchange for improvements to the school's existing gymnasium building, sports fields, playground, and tennis courts.

Staff's recommendation during the FY2005-2006 budget process was to close the facility due to the lack of usage of both the indoor fitness/gymnasium facility, as well as, the outdoor sports field, tennis courts and track area. The indoor facility was closed September 29, 2005 to Athletic Club members, while remaining outdoor facilities will be closed to members June 30, 2006. In addition, all of the Parks Department's outdoor maintenance and utility cost responsibilities will also cease June 30, 2006.

RECOMMENDATION:

Staff recommends approval.

Attachment: Letter from the City Manager

December 13, 2005

Mr. Dave Delph, Headmaster
Trinity Christian Academy
17001 Addison Road
Addison, Texas 75001

Re: Lease Agreement and Joint Use Agreement between
Trinity Christian Academy and Town of Addison.

Dear Mr. Delph:

This letter serves to notify you that the Town of Addison (the "Town") does not desire to renew the lease agreement which allows the Town's residents to use the athletic facilities located at the Trinity Christian Academy. According to the provisions of the Lease Agreement, this notification, of the Town's desire not to renew, allows the Lease Agreement and Joint Use Agreement between the parties to expire on June 30, 2006.

Of course, the Town will continue, through June 30, 2006, to be responsible for the repairs, maintenance, utilities, trash collection, and other matters as set forth in the Joint Use Agreement.

We have enjoyed the working relationship with the Trinity Christian Academy staff over the last twenty years. If you have any questions, please do not hesitate to contact the Director of Parks and Recreation, Slade Strickland at 972 450-2869.

Sincerely,

Ron Whitehead
City Manager
Town of Addison, Texas

Council Agenda Item: #2j**SUMMARY:**

Staff recommends that the Council approve final payment totaling \$13,161.00 to J&J Sprinkler & Landscape, Inc. for the completion of the Parkview Park in the Cityhomes development.

FINANCIAL IMPACT:

Construction Budget: **\$317,000.00**

Original Contract
Amount: **\$254,162.00**

Final Contract
Amount: **\$263,234.00**

Final Payment: **\$13,161.00**

There was one change order for this project for \$9,072, which consisted of adding 3” of compost material tilled in to a depth of three to four inches as a supplemental soil amendment in the turf areas of the park. Staff recommended this step to follow the EarthKind Environmental Landscape Management Program guidelines used by the Parks Department in the Les Lacs Park trials rose beds. The benefits are quicker grass establishment, as well as, larger and deeper root development that will reduce the need to water and apply fertilizer and pesticides later on.

BACKGROUND:

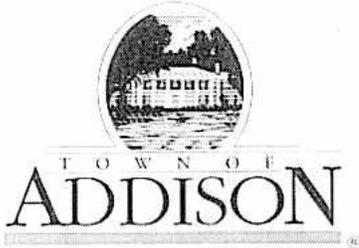
The scope of the project included: construction of a pavilion/shade structure and trellis system that will eventually have a green canopy once the vines cover it; decorative paving; concrete seat walls; site lighting; electrical receptacles; tables and chairs for the pavilion, waste receptacles and pet waste dispensers.

The park is presently open to the public.

RECOMMENDATION:

J&J Sprinkler & Landscape, Inc. submitted the necessary project close out documents, including a Final Waiver of Lien for Labor and Materials and a one year warranty for materials and workmanship.

Staff recommends approval.



Post Office Box 9010 Addison, Texas 75001-9010 5300 Belt Line Road (972) 450-7000
 FAX (972) 450-7043

BOARD OF ZONING ADJUSTMENT

MEMBERS

Corie Ewing

4000 Bobbin Lane
 Addison, TX 75001-4901
 (H) 972-386-7741
 Term Expires: 03-08-2007 – 3rd Term

W. David Griggs

14605 Dartmouth Court
 Addison, TX 75001-4439
 (W) 214-979-9378
 (H) 972-406-9667
 Term Expires: 03-08-2007 – 3rd Term

Charles “Chick” Martin

14810 Lochinvar Drive
 Dallas, TX 75254-7528
 (H) 972-733-3177
 Term Expires: 8-12-2005 – 1st Term

Maggie McQuown

14600 Brookwood Lane
 Addison, TX 75001-0234
 (W) 972-247-0234
 Term Expires: 3-23-2006 1st Term

Beverly Roberts

4040 Morman Lane
 Addison, TX 75001-3103
 (W) 972-851-2181
 (H) 972-392-9460
 Term Expires: 03-08-2007 2nd Term

ALTERNATES

Virgil Burkhardt

4007 Winter Park Lane
 Addison, TX 75001-4904
 (H) 972-490-8517
 Term Expires: 9-28-2006 1st Term

Joel Davis

4067 Beltway Drive #148
 Addison, TX 75001-4920
 (W) 214-743-5427
 (H) 972-490-0440
 Term Expires: 9-28-2006 – 1st Term

William Green

3845 Canot Lane
 Addison, TX 75001-7904
 (H) 972-454-3284
 Term Expires: 9-28-2006 – 1st Term

Carmen Moran

Staff Liaison
 P.O. Box 9010
 Addison, TX 75001-9010
 (W) (972) 450-7018
 Fax (972) 450-7043

Council Agenda Item: #R4

There are no attachments for this item.

Council Agenda Item: #R5

SUMMARY: Consideration of a Resolution approving an amount not to exceed \$50,000 for expenses related to the Arapaho Bridge Grand Opening Celebration.

FINANCIAL IMPACT:

Budgeted Amount: Funding for the event will be from capital project funds. When determining funding for the project, \$300,000 has been set aside for incentive payment to Archer Western. An analysis of the project reveals that the amount is likely to be less than \$250,000; therefore, freeing up funds for the event.

Cost: \$50,000.00 (a budget overview is attached).

BACKGROUND: A special grand opening event is planned to celebrate the completion of one the largest and most visible public works projects in Addison's history – the new Arapaho Road Bridge. Approximately 500 people who were part of making this vision become a reality will be invited to take part in the special ribbon cutting ceremony. The following will provide a brief recap of the celebration:

When: Thursday, January 5, 2006 6 pm – 7 pm

Where: On top of the Arapaho Bridge
Parking is available on the new Arapaho Road (just before the bridge), underneath the bridge, and in the Comfort Suites and Ice Rink parking lots.

What: 6 pm – 6:30 pm Hors d'oeuvres and non-alcoholic beverages provided by Culinary Art Catering (under a 30' x 60' heated tent).

6:30 pm Mayor's remarks and special guest recognition

6:40 pm Laser ribbon cutting, laser show and video presentation.
Mayor Chow and the City Council will "throw the switch" to begin the process of the laser ribbon cutting that will be followed by a 5 minute laser light show combined with a video presentation of the construction process.

6:50 pm Guests mingle while enjoying a coffee and dessert before departing. Each guest will be presented with a leather portfolio embossed with a rendering of the bridge.

Who: Addison elected officials, community leaders, property owners, engineers, media, etc.

NOTE: The Bridge will remain closed until Monday, January 9th so the Addison Mid-day Rotary can incorporate the bridge into their 5K and 10K run on Saturday, January 7th. They plan for this to be the route for this annual event.

RECOMMENDATION: Staff recommends approval.

ARAPAHO BRIDGE GRAND OPENING			
30' x 60' tent w/liner/sides	\$ 3,500.00		
Rentals	\$ 2,422.99		
		\$ 577.50	Bistro Tables
		\$ 855.00	Bistro Linens
		\$ 20.25	8' Tables
		\$ 97.74	8' Linens/Skirts
		\$ 72.50	Chairs
		\$ 800.00	Heaters
Catering/Servers	\$ 2,500.00		
Laser/Ribbon Cutting	\$ 19,722.00		
Lighted Entry	\$ 490.00		
Tent Lighting	\$ 740.00		
Invitations	\$ 5,700.00		
Miscellaneous	\$ 4,985.01		
Postage for Invitations	\$ 185.00		
Promotional Items	\$ 5,075.00		
Portable Restrooms	\$ 160.00		
Video/Photography	\$ 350.00		
Police/Parking	\$ 1,170.00		
Liz Oliphant Consulting	\$ 3,000.00		
TOTAL	\$ 50,000.00		

Council Agenda Item: #R6**SUMMARY:**

Council approval is requested of a resolution endorsing actions by the Cities Aggregation Power Project (CAPP) Board to obtain long-term electric generation.

FINANCIAL IMPACT:

The Town of Addison spends over \$960,000 annually on electric power purchases. Obtaining power from a cheaper source than natural gas (e.g. coal) for its base consumption needs could save the Town from 6% to 20% of its power costs.

BACKGROUND:

The Local Government Code was amended in 1999 to provide for creation of political subdivision corporations with all the powers of Texas non-profit corporations. The specific purpose of political subdivision corporations is to aggregate the electric load of all member political subdivisions and to contract for power on behalf of all members. Cities Aggregation Power Project, Inc. (CAPP) of which the Town of Addison is a founding member, was created in 2001 to prepare for electric deregulation effective January 1, 2002. Since that date, CAPP has delivered on average more than 20% savings per year when measured against prices the Town would have paid if the Town had stayed on the regulated price to beat (PTB) offered by incumbent utilities through affiliated retail electric providers (REPs).

Despite well-timed and executed contracts that have delivered significant savings off the PTB, electricity costs have climbed steadily upward with adverse impact on city budgets. Prices have increased because of the volatility of natural gas prices and because *all REPs base their contract offers on NYMEX gas futures prices as of a particular time and date*. This pricing is a result of the Texas Public Utilities Commission selecting natural gas as the basis for incumbent providers to calculate the prevailing PTB. While competition is theoretically possible within this environment, the conclusion reached by the CAPP Board and the consultants that serve it is that the market reflects a rivalry between a handful of energy providers who all use similar gas-based formulas for pricing their products regardless of actual source or actual costs. For example, only 50% of TXU's generation is related to natural gas.

Due to the strong inflationary pressures on natural gas, the price of electricity today is twice what CAPP members paid in 2004. Without a proactive strategy to secure sources of power that are not exclusively dependent upon natural gas as the means for establishing price, the Town can expect dramatic, costly and unpredictable swings in its electric bills over the next few years.

The CAPP Board of Directors has performed several investigations for circumventing the fact that the electric retail market is at the mercy of all REPs who price electricity, regardless of source, as if produced by natural gas. CAPP activities resulted in obtaining offers to stabilize more than one-half of CAPP's annual energy costs by contracting a

long-term fixed price with owners of coal-fired generation. CAPP consultants have modeled the indicative coal generation costs available to CAPP and have compared the costs of meeting each CAPP member's base load needs with coal capacity and all residual needs with gas generation, to 100% reliance on gas, assuming application of the most recent Department of Energy long-term gas price forecast in both cases. The modeling demonstrates economic benefit for each member above and beyond the type of savings CAPP has been able to achieve in each of the last 3½ years from entering a long-term supply contract (10 years) with CAPP, whereby CAPP secures coal capacity to serve base load needs.

In order to obtain the most favorable pricing, CAPP would likely be required to advance purchase the supply contract. To raise the capital needed to make this payment CAPP would have to issue debt, pledging the taxing abilities of each of the member cities. In other words, the Town of Addison, as well as other member cities, would be contractually obligated to purchase its power from CAPP for the period of the supply contract, or pay CAPP its share of the debt service if it chose to obtain its electric power from a different supplier.

Because this arrangement represents a significant departure from the year-to-year relationship CAPP has had with its member cities, the CAPP Board is seeking an endorsement of the plan before the organization goes forward with developing contract parameters and negotiating final contracts with power plant owners.

RECOMMENDATION:

The attached resolution provides the endorsement sought by CAPP. It should be emphasized that the resolution does not commit the Town to participating in any contract at this time. The next step will be for CAPP to develop general contract parameters, which will be provided member cities for adoption by ordinance. It is envisioned that if the final negotiated contract with a power generator is within the general parameters, CAPP will execute the contract on behalf of the member cities.

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF ADDISON TEXAS RATIFYING THE CITIES AGGREGATION POWER PROJECT'S (CAPP) PURSUIT OF CAPACITY CONTRACTS WITH THE OWNERS OF GENERATION FACILITIES TO SUPPLY THE BASE LOAD ELECTRIC POWER NEEDS (APPROXIMATELY 55%-60% OF TOTAL ENERGY NEEDS) FOR CAPP MEMBERS OVER A LONG-TERM PERIOD; ENDORSING THE CAPP BOARD OF DIRECTORS COMMITTING TO A LETTER OF INTENT TO CONTRACT FOR ALTERNATIVE GENERATION CAPACITY AS SET FORTH HEREIN; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas ("City") is a member of Cities Aggregation Power Project, Inc. ("CAPP"), and that membership has resulted in average annual energy savings over 20% off of the Public Utility Commission ("PUC") approved price to beat; and

WHEREAS, all retail power bids from various Retail Electric Providers ("REPs") in the deregulated electric retail market have been directly linked to natural gas futures prices; and

WHEREAS, natural gas prices have been extremely volatile and have caused substantial increases in the price of electricity paid by the City; and

WHEREAS, providing for a more diversified generation source (other than natural gas) should lead to more stable, predictable and lower electrical prices; and

WHEREAS, CAPP would like to explore longer term (10-year) capacity supply contracts for the City's base load electric needs (approximately 55% of the City's total electric energy needs) for a fixed price that should provide considerable economic benefit and greater price stability in comparison to traditional energy contracts with REPs.

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

Section 1. The efforts of the CAPP Board of Directors to secure lower cost coal or other non-natural gas generated capacity for the Town of Addison's base load electric capacity needs for a fixed price over a long-term period commencing as early as calendar year 2007 are hereby ratified.

Section 2. The Town of Addison endorses the CAPP Board of Directors committing to a letter of intent to contract for alternative generation capacity with the understanding that: (1) CAPP will provide proof of economic benefit of alternative generation capacity and energy from an alternative generation source and gas mix in comparison to exclusive reliance on energy

priced on 100% gas generation coupled with a conservative forecast of natural gas prices; (2) the Town of Addison will have an opportunity to review and approve or reject a long-term contractual agreement to supply all of the City's power needs; and (3) CAPP may issue bonds to secure funding of amounts necessary to prepay the capacity portion of the coal supply contract.

Section 3. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this ___ day of _____, 2005.

Joe Chow, Mayor

ATTEST:

By: _____
Carmen Moran, City Secretary

APPROVED AS TO FORM:

By: _____
Ken Dippel, City Attorney

Council Agenda Item: #R8**SUMMARY:**

The City Council to consider a resolution endorsing support for the Regional Transit Initiative that would create a seamless, regional rail system in the North Central Texas area.

FINANCIAL IMPACT:

Revenue Budgeted Amount: \$N/A

Cost: \$N/A

BACKGROUND:

The North Central Texas Council of Governments (NCTCOG) has been spearheading the Regional Rail Corridor Study in conjunction with the Regional Transportation Council and the local transit authorities for the staging and implementation of rail corridors throughout the DFW area.

A Regional Transit Initiative was then developed to obtain regional consensus on the institutional structure and funding mechanism to implement a seamless, region-wide rail system that benefits the entire DFW area. As a result of DART's expertise and organization in developing rail services in the Dallas area, the agency developed a discussion paper titled, "DART's Role in the Development of the Regional Rail Network for North Texas" (attached).

The discussion paper outlines three paths to achieve a region-wide rail system:

Path #1: Membership in DART

Path #2: Contracting with DART to provide Commuter Rail Services

Path #3: Creation of Taxing Authority to Fund Regional Rail Development

Approval of the attached resolution endorses the cooperative effort for a seamless regional rail system and DART's identified paths to achieve regional rail. If the resolution is approved it will be forwarded to the State Legislature approved Regional Transit System Review Committee.

RECOMMENDATION:

Administration recommends approval.

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS
ENDORING THE REGIONAL TRANSIT INITIATIVE (RTI) STATEMENT OF
PRINCIPLES FOR THE IMPLEMENTATION OF A REGIONAL RAIL SYSTEM IN
NORTH CENTRAL TEXAS**

WHEREAS, area leaders serving on committees of the North Central Texas Regional Transit Initiative have met over the past year to address the region's rail transit needs, rail funding requirements, and institutional arrangements to meet the region's rail transit needs as defined in Mobility 2025 – 2004 Update, the metropolitan transportation plan for the Dallas-Fort Worth Metropolitan Area; and

WHEREAS, there is an agreement on a demonstrated need for the provision of regional rail services in Collin, Dallas, Denton, Ellis, Johnson, and Tarrant Counties to address the projected increase in population, employment, and congestion; and

WHEREAS, funding for regional rail services should be shared by all residents of the counties receiving regional rail services; and

WHEREAS, the Dallas Area Rapid Transit has prepared and adopted a discussion paper entitled, "DART's Role in the Development of the Regional Rail Network for North Texas", that examines the methods of DART's participation in the development of a regional rail system while also maintaining its commitments to its member cities; and

WHEREAS, regional rail services should offer the region's citizens a seamless system of rail transit services.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. That the City Council of the Town of Addison is in agreement that a seamless system of rail transit services should be offered throughout the region.

Section 2. That local governments, transit entities, and the State should have a common base for taxable goods and services, including any goods and services newly taxed by the Legislature.

Section 3. That the continued growth of the existing transportation authorities, through the addition of new cities, is encouraged.

Section 4. That the Town of Addison is in agreement and endorses the discussion paper entitled, "DART's Role in the Development of the Regional Rail Network for North Texas", as a guide for DART's participation for the development of a regional rail system while also maintaining its commitments to its member cities.

Section 5. That the three existing transportation authorities will maintain their respective funding, responsibilities, and commitments (Dallas Area Rapid Transit, Denton County Transportation Authority, and the Fort Worth Transportation Authority).

Section 6. That a new revenue stream is required that would be dedicated to the development and ongoing operation for a regional rail service. There is a strong preference for additional sales tax capacity allowing for a region wide local option election that could provide such revenues.

Section 7. That there should be cooperation throughout the region to maximize the amount of Federal funding for regional rail.

DULY ADOPTED on the 13th of December, 2005

APPROVED

Joe Chow, Mayor

ATTEST:

Carmen Moran, City Secretary

Discussion Paper

DART's Role in the Development of the Regional Rail Network for North Texas

September 20, 2005

REGIONAL TRANSIT SERVICE DELIVERY:

In North Texas, general agreement exists that the region should develop a funding and delivery strategy for a seamless approach to regional transit in the six-county area of Collin, Dallas, Denton, Ellis, Johnson and Tarrant.

Ideally, this approach should be highly coordinated with sub regional systems and foster a mutually supportive regional transit agenda. The discussion over the past few years has primarily focused on developing a regional rail network, mostly with commuter rail, but questions regarding the potential for light rail (LRT) extensions have also been raised in some areas.

DART has a national reputation for its demonstrated ability to successfully plan, design, construct and operate high quality rail systems. This ability is the result of many years of developing policies, procedures, and an organizational structure with quality staff at all levels to fulfill the commitments that were made to our member cities for the rail system. In addition to the current LRT system and the jointly owned TRE corridor, DART owns almost 200 miles of railroad corridors in north Texas (see Attachment A). Virtually all of the rail lines depicted in the North Central Texas Council of Governments (NCTCOG) plan connect to the DART system. For these reasons, DART is the logical choice to be the key player in the further expansion of rail in north Texas.

Toward that end, three paths are described below that would offer DART's expertise and experience to the rest of the north Texas region for the development of rail, while maintaining commitments to our member cities.

Path 1 – Membership in DART

Over the years the DART Board of Directors has expressed the strong preference for new cities to become members of DART as the best way to provide quality regional transit service, including rail. The advantages of this approach include Board representation for participating cities, a complete complement of transportation options that a city can receive and an established, clearly defined procedure for becoming a DART member. Over the past several years, the Board has taken actions to support and clarify this goal. The first was to clarify that new cities are welcomed and will not need to buy into the system. That is, there will be no "joining fee", and new members will not be required to provide additional revenue over and above the commitment of a one percent sales tax contribution. The second action was to support legislation to allow a city that does not currently have sales tax capacity, to phase out of their sales tax obligations while participating in the planning for service into their city. And the third was to clearly state that no extensions of light rail beyond our service area would be considered. Fourth, the Board stated as a matter of policy that capital projects for new territories will not

delay the schedule for capital projects already programmed in the DART Transit System Plan or Financial Plan.

As we have discussed possible membership with various cities, several common themes emerged. First, the cities see DART as an established, well run system. Most have expressed interest in rail primarily and know that DART can deliver it. Some feel that their part of the system would not be a high enough priority if it were to be part of the bigger DART system. The biggest obstacle, however, has been the lack of availability of the full 1% sales tax. All but a few cities have used at least a portion of the 1% for other purposes. Additionally, cities that want only commuter rail also want to limit their contributions to the ½ % sales tax discussed in last year's Regional Transit Initiative effort.

Unless additional sales tax capacity is made available, the likelihood of a city joining DART is greatly diminished.

Path 2 - Contracting with DART to Provide Commuter Rail Services

As discussed above, there are certain circumstances that might limit the desire or ability of a city to join an existing transit authority. In the interest of expanding public transportation, particularly commuter rail, in north Texas, the DART Board approved a policy that allows the Authority to consider the option of contracting with non-member jurisdictions to provide commuter rail service outside the DART Service Area. DART Board Policy III.07 – *DART Fixed-Route Service Beyond the Service Area Boundary* sets out the conditions under which DART would consider this option.

While advantages to DART would be indirect under this option, the region would be served by making available the Authority's expertise and organization to deliver the system. The region would also benefit by limiting the number of entities delivering service within the commuter rail network. This would greatly enhance coordination with the existing transit authorities, including the remainder of the DART system.

The advantages of this option to non-member cities would be access to DART's experience and infrastructure to deliver commuter rail. Disadvantages would include the lack of direct representation on the DART Board and receiving less than the full complement of DART services such as bus, paratransit and managed HOV lanes.

Discussions with mayors regarding this option have centered on funding. The construction and operating costs of commuter rail systems, while less than light rail, are still challenging for all but the largest of the non-member cities. Therefore, a coalition of cities would be necessary to fund this path. Legislation exists that allows formation of transportation corporations which would facilitate this approach.

Although more detailed cost analysis may be necessary, a working assumption is that a ½ % sales tax would be needed to fund the delivery of commuter rail service. Recent discussions in the region have also included an option of using a ½ % sales tax equivalent source of funding. Most non-member cities have used their sales tax for such uses as property tax reductions as well as long term bonded programs for parks and athletic complexes. It is improbable that very many

cities would be able to free up enough sales tax under the current cap or that they would find enough equivalent revenue to afford this option.

While contracting is a somewhat promising option from an organizational view, its use will likely be highly limited by the lack of sufficient available funds.

Path 3 – Creation of a Taxing Authority to Fund Regional Rail Development

Last year's RTI efforts resulted in a recommendation to create a new Regional Rail Authority to provide funding for the planned regional rail network. A ½ % sales tax rate was discussed during the process as the level of funding that would be needed within this new authority to pay for the system.

There was limited discussion about what kind of institutional structure could best accomplish the task. Nor was there much discussion on how this proposed new entity would work with the existing authorities and the region's established commuter rail system, the TRE.

Before we consider how the region should implement an integrated regional rail system, it would be useful to outline what the functional requirements of such an organization would be. As discussed above, a primary function would be to provide funding for regional commuter rail projects that currently have no funding source. Once a reliable funding mechanism is in place, the organization would be expected to provide the resources necessary to plan, design, construct and operate an integrated regional system.

Providing the specialized skills necessary to implement the regional rail system will be a highly complex and costly venture. A new entity established to undertake this challenge will need to assemble the necessary staff, develop appropriate policies and procedures and an organizational structure to accomplish this effort in a cost-effective manner. DART's own history shows what a daunting task this is.

Fortunately, the necessary resources already exist within the region. DART has a well established organization that has demonstrated it can plan, implement and operate these systems. Therefore a blending of a new entity that is established to collect and distribute funding for regional rail with DART's existing rail development and operating expertise would be a cost-effective approach to advancing the development of a seamless regional rail system.

One idea would be to establish a third entity under Chapter 452 that would be the new taxing authority. Since DART and the T jointly own the TRE and are already subregional authorities under Chapter 452, they would be legislated into the entity as participating members, but without the collection of additional sales tax to this entity. DCTA would also remain a separate entity but it would be highly desirable for coordination reasons for them to have a participatory role in the new entity as well. All remaining parts of north Texas would be prospective members of the new authority. As governmental units, preferably by county, voted to collect additional sales tax, these areas would become active members of the authority.

DART would create a rail development group within its current organization and task it with working with the new entity and with the NCTCOG to advance the regional plans into the

project development process for implementation. As cities along a corridor join and sales tax collections start, active development of the corridors would begin.

Funding from the new taxing authority would go to DART for the development and operation of the rail system. Any use of the existing TRE assets, that are co-owned by the Fort Worth T would be accounted for so that the T would also receive remuneration for their assets.

As with the other paths described above, funding availability is key to allowing this option to become a realistic approach.

FUNDING REGIONAL TRANSIT:

While a number of options for organizing to deliver regional transit services have been discussed, none are viable without additional funding. Most “non-transit” cities that have expressed an interest in public transit are primarily interested in pursuing some type of rail service. Rail is a regionally focused transit service that requires a substantial capital investment. In addition, once it is built, there will be ongoing operating and maintenance costs. It seems clear that individual cities alone would find it difficult to fund such capital-intensive projects. In fact, most cities in the region do not currently have the sales tax capacity available that would allow them to join an existing transit authority – much less the capacity to fund a large rail development project. For their part, the existing transit authorities do not have surplus cash flow to allow them to pursue regional rail beyond their current plans – particularly not outside their jurisdictions.

New regional rail projects will require new sources of funding. The State-authorized Sales and Use Tax has been the primary means of funding public transit service within the region, and the magnitude of the required funding will most likely dictate that sales tax should be the source of funds for new regional rail projects. Most cities in the region do not have the ability to fund public transit services, because they have committed their sales and use tax capacity to other uses. These cities are reluctant and in some cases restricted from making the sales tax available for public transportation. This circumstance has created a major impediment to implementing public transit service throughout the region.

Therefore, it is necessary that additional funding capacity be made available to advance regional rail in north Texas. **It is suggested that the best approach to achieving this goal is to exempt the Chapter 452 transit tax from the state sales tax cap.** This would provide an equitable means of allowing “non-transit” jurisdictions to determine, as a local option, whether or not they would choose to fund public transit. It should be noted that an ancillary effect of this approach would be to provide an opportunity for cities that currently support public transit to consider pursuing the use of newly created sales tax capacity for 4A or 4B purposes.

SUMMARY

There is a large and growing commuter-shed extending outward from the Dallas-Fort Worth Metroplex, and there is no public transit serving much of this market. While there is general agreement within the region that developing a funding and delivery strategy for a comprehensive regional rail program is a high priority, there has been limited discussion of specific service

delivery strategies. With this paper, DART has outlined three options that would allow the Authority to support the development of such a program. The three options, or paths, include:

1. Membership in DART
2. Contracting with DART to Provide Commuter Rail Services
3. Creation of a Taxing Authority to Fund Regional Rail Development

The availability of funding is critical to the success of each of the three strategies outlined above. Toward that end, the recommendation is to exempt the Chapter 452 transit tax from the state sales tax cap. This action would allow “non-transit” jurisdictions to determine as a local option whether or not they would choose to fund public transit, and it would allow jurisdictions that currently support public transit to determine whether to pursue the use of this sales tax capacity under 4A or 4B for non-transit uses.

Council Agenda Item: #R9**Summary:**

Council consideration is requested authorizing the Town of Addison to enter into an agreement with, the Texas Department of Transportation, for a Selective Traffic Enforcement Program (STEP) grant in the amount of \$11, 198. This STEP grant will focus on Speeding and Safety Belt compliance only, for a total of 208 enforcement and 20 supervisory support hours. In these grants, Texas peace officers work primarily overtime to issue citations in order to reduce fatalities, injuries, and crashes within their local jurisdiction.

Financial Impact:

- \$1,397: paid by Town in matching funds.
- \$9, 801: reimbursement for enforcement hours worked.

This item was not included in the Police Department's Fiscal Year 05/06 Budget, but can be accommodated within the Police Department operating budget. As stated above, the total grant amount will be \$11,198. Within that amount, \$9801 (\$9,351 plus \$450 travel/miscellaneous expenses) is guaranteed to the Town for reimbursement of enforcement hours worked by department personnel. Derived from the total salary cost of \$9,351 and multiplied by the fringe benefit cost of 14.94%, the Town's matching funds equal \$1,397.

The State does not require any further percentages or funds as a result of the citations ultimately written under the grant. In addition, after the first year, the Town will become eligible to request additional grant funds for vehicle mileage accrued during approved enforcement hours.

Background:

The Texas Department of Public Safety, the law enforcement community, training agencies, associations, prosecutors, the judiciary and the Texas Department of Transportation (TX DOT) work together to decrease crashes, fatalities, and injuries. To achieve this goal, the program combines a concerted local and statewide media campaign with additional law enforcement activities to reinforce the message. Selective Traffic Enforcement Programs (STEP) are grants provided by TX DOT to law enforcement agencies to enforce traffic safety laws such as speed and safety belt use.

The Police Department is confident this program will be successful in attaining compliance through enforcement and in raising the public's awareness through education.

Recommendation:

Staff recommends approval.

INTEROFFICE MEMORANDUM

TO: CHIEF R. DAVIS
FROM: SGT. P. SPENCER
SUBJECT: STEP GRANT REQUEST
DATE: 12/7/2005

Mayor and Council,

Ref: STEP Grant application

The purpose of this letter is a request to apply for a Selective Traffic Enforcement Programs (STEP) grant with the Texas Department of Transportation (TX DOT). The Texas Department of Public Safety, the law enforcement community, training agencies, associations, prosecutors, the judiciary and TX DOT work together to decrease crashes, fatalities, and injuries. To achieve this goal, the program combines a concerted local and statewide media campaign with additional law enforcement activities to reinforce the message. STEPs are grants provided by the TX DOT to law enforcement agencies to enforce traffic safety laws such as speed and safety belt use. In these grants, Texas peace officers work primarily overtime, to issue citations in order to achieve those goals within their local jurisdictions.

If approved, the grant will be in effect for one year, or until the requested enforcement hours are exhausted. Renewable every year, the department will evaluate the effectiveness of our enforcement efforts and, if beneficial, will request a continuation of the grant in FY 06/07. Currently, we are requesting 208 hours of enforcement and 20 hours of supervisory support hours on this application.

TX DOT requires, for the first three years of participation, a minimum ten percent match by requesting cities. Based on the TX DOT matching funds formula, the low number of enforcement hours requested, and a higher than average fringe benefit cost makes our required matching funds total \$1,397 or 12.48% of the total grant amount. After the first three years, the State raises the required matching funds to thirty-five percent on year four, and fifty percent on year five and beyond.

In summary, for this grant period FY 05/06, the Town's total required matching funds will be \$1,397; the State reimbursement total will be \$9801, with a total grant value of \$11,198. With increased enforcement and manpower on the street, this grant will allow the Department and the Town the opportunity to increase public safety and awareness for the citizens of Addison.

— For TxDOT Use Only —

<input checked="" type="checkbox"/> Federal Pass Through	Misc. Contract Number: <u>586XXF6026</u>
Grant Funds CFDA # <u>20.600</u>	Charge Number: <u>06-07-01-A1-BC</u>
<input type="checkbox"/> State Grant Funds	Project Year: <u>1</u>

PIN (14 characters only): 17513335558001

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS

THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department, and Town of Addison, hereinafter called the Subgrantee, and becomes effective when fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n):

- | | |
|--|--|
| <input type="checkbox"/> State Agency | <input type="checkbox"/> Non-Profit Organization |
| <input checked="" type="checkbox"/> Unit of Local Government | <input type="checkbox"/> Educational Institution |
| <input type="checkbox"/> Other (describe): _____ | |

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Plan for the following Fiscal Year(s) 2006.

Project Title: STEP Comprehensive

Brief Project Description: This is a project to (1) increase safety belt usage and (2) to increase speeding citations and decrease crashes and to increase driver compliance with posted speed limits.

Grant Period: The Grant becomes effective on October 1, 2005, or on the date of final signature of both parties, whichever is later, and ends on September 30, 2006 unless terminated or otherwise modified.

Maximum Amount Eligible for Reimbursement: \$9,801.

The following attachments are incorporated as indicated as a part of the Grant Agreement:

- Attachment A, Mailing Addresses
- Attachment B, General Terms and Conditions (TxDOT Form 1854)
- Attachment C, Project Description (TxDOT Form 2076)
- Attachment D, Action Plan (TxDOT Form 1852)
- Attachment E, Project Budget (TxDOT Form 2077 or 2077-LE)
- Attachment F, Operational Plan (TxDOT Form 2109) (for Selective Traffic Enforcement Program grants only)

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory for the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization. At the time the signatory for the Subgrantee signs the Grant Agreement, she/he will sign and submit to the Department a letter designating signature authority by position title for grant-related documents other than the Grant Agreement or Grant Agreement amendments. These other grant-related documents will include, but not be limited to, the following: performance reports, final performance report and administrative evaluation report, Requests For Reimbursement (RFRs), and routine correspondence.

THE SUBGRANTEE

Town of Addison
[Legal Name of Agency]

By _____
[Authorized Signature]

[Name]

[Title]

Date: _____

Under authority of Ordinance or Resolution
Number (for local governments):

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out orders, established policies or work programs approved and authorized by the Texas Transportation Commission.

By _____
District Engineer
Texas Department of Transportation

William L. Hale, P.E.
[Name]

District Engineer
[Title]

Date: _____

By _____
Director, Traffic Operations Division
Texas Department of Transportation
(Not required for local project grants under \$100,000.)

Date: _____

Project Title: STEP Comprehensive

Mailing Addresses

For the purpose of this agreement, the **following addresses shall be used to mail all required notices, reports, claims, and correspondence.** (NOTE: For warrants (checks), the address indicated by the electronic mail code, which is the last three digits of the PIN on page 1 of this Grant Agreement, shall be used for disbursing payments. If that address is not where the Subgrantee wants warrants or checks to be sent, the Subgrantee needs to notify the Department of any appropriate changes.

For Subgrantee (Project Director):

Name: Paul Spencer

Title: Sergeant, Patrol Division

Organization: Town of Addison

Address: 4799 Airport Parkway

Addison, TX 75001

Phone: 972-450-7156

Fax: 972-450-7183

E-mail: pspencer@ci.addison.tx.us

Note: Any change in the Subgrantee information in this Attachment A, Mailing Addresses, does not require an amendment to the Grant Agreement. However, the Subgrantee must submit a letter with the corrected information to the Department address below within 15 days of the change.

For Texas Department of Transportation:

Name: Pat Hickman

Title: TSS

Organization: Texas Department of Transportation

Address: 4777 E. Hwy 80

Mesquite, TX 75150

Phone: 214-320-6235

Fax: 214-319-6568

E-mail: phickma@dot.state.tx.us

Project Title: STEP Comprehensive

Subgrantee: Town of Addison

**Texas Traffic Safety Program
GRANT AGREEMENT GENERAL TERMS AND CONDITIONS**

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of its compliance therewith.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 49 CFR (Code of Federal Regulations), Part 18; 49 CFR, Part 19 (OMB [Office of Management and Budget] Circular A-110); OMB Circular A-87; OMB Circular A-102; OMB Circular A-21; OMB Circular A-122; OMB Circular A-133; and the Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)
- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

Project Title: STEP Comprehensive

Subgrantee: Town of Addison

- H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulation, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any such federal requirements as the federal government may now or in the future promulgate.
- J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase “federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
- K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).
- L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee’s governing board or the Subgrantee’s subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person described in Section 573.062 of the Texas Government Code.
- M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.
- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

- A. The method of payment for this Agreement will be based on actual costs incurred up to and not to exceed the limits specified in Attachment E, Traffic Safety Project Budget. The amount included in the Project Budget will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B hereunder. If Attachment E, Traffic Safety Project

Project Title: STEP Comprehensive

Subgrantee: Town of Addison

Budget, specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with Attachment E, Traffic Safety Project Budget.

The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent per year of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department prior to the Request for Reimbursement being approved. This notification must be in the form of an attachment to the Request for Reimbursement that covers the period of the overrun. This attachment must indicate the amount, the percent over, and the specific reason(s) for the overrun.

Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this Agreement.

For Selective Traffic Enforcement Program (STEP) grants *only*: In Attachment E of the Grant Agreement, Traffic Safety Project Budget (Form 2077-LE), Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the 5 percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this Agreement, a cost must be incurred in accordance with Attachment E, Traffic Safety Project Budget, within the time frame specified in the Grant Period on page 1 of this Grant Agreement, attributable to work covered by this Agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

Project Title: STEP Comprehensive

Subgrantee: Town of Addison

- E. Payment of costs incurred under this Agreement is further governed by one of the following cost principles, as appropriate, outlined in the Federal Office of Management and Budget (OMB) Circulars:
- A-21, Cost Principles for Institutions of Higher Education;
 - A-87, Cost Principles for State, Local, and Indian Tribal Governments; or,
 - A-122, Cost Principles for Nonprofit Organizations.
- F. The Subgrantee agrees to submit monthly or quarterly Requests for Reimbursement, as designated in Attachment D, Action Plan, within thirty (30) days after the end of the billing period. The Subgrantee will use billing forms acceptable to the Department. The original Request for Reimbursement, with the appropriate backup documentation, must be submitted to the Department address shown on Attachment A, Mailing Addresses, of this Agreement. In addition, a copy of the Request for Reimbursement and appropriate backup documentation, plus three (3) copies of the Request for Reimbursement without backup documentation, must be submitted to this same address.
- G. The Subgrantee agrees to submit the final Request for Reimbursement under this Agreement within forty-five (45) days of the end of the grant period.
- H. The Department will exercise good faith to make payments within thirty (30) days of receipt of properly prepared and documented Requests for Reimbursement. Payments, however, are contingent upon the availability of appropriated funds.
- I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period, which is specified on page 1 of this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial Agreement period. Preference for funding will be given to those projects for which the Subgrantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred hereunder is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall so notify the Subgrantee, giving notice of intent to terminate this Agreement, as specified in Article 11 of this Agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may so notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This Agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment designated by the Department. Any amendment must be executed by the parties within the Grant Period, as specified on page 1 of this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

If the Subgrantee is of the opinion that any assigned work is beyond the scope of this Agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing. If the Department finds that such work does constitute additional work, the Department shall so advise the

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Subgrantee and a written amendment to this Agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

If the Subgrantee has submitted work in accordance with the terms of this Agreement but the Department requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under this Agreement, the Subgrantee shall make such revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

If the Subgrantee submits work that does not comply with the terms of this Agreement, the Department shall instruct the Subgrantee to make such revisions as are necessary to bring the work into compliance with this Agreement. No additional compensation shall be paid for this work.

The Subgrantee shall make revisions to the work authorized in this Agreement, which are necessary to correct errors or omissions appearing therein, when required to do so by the Department. No additional compensation shall be paid for this work.

The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

Not later than thirty (30) days after the end of each reporting period, as designated in Attachment D, Action Plan, the Subgrantee shall submit a performance report using forms provided or approved by the Department. For short-term projects, only one report submitted by the Subgrantee at the end of the project may be required. For longer projects, the Subgrantee will submit reports at least quarterly and preferably monthly. The frequency of the performance reports is established through negotiation between the Subgrantee and the program or project manager.

For Selective Traffic Enforcement Programs (STEPS), performance reports must be submitted monthly.

The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

The Subgrantee shall submit the Final Performance and Administrative Evaluation Report electronically within thirty (30) days after completion of the grant.

The Subgrantee shall promptly advise the Department in writing of events that will have a significant impact upon this Agreement, including:

- A. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

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- B. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, (hereinafter called the records), and shall make such records available at its office for the time period authorized within the Grant Period, as specified on page 1 of this Grant Agreement. The Subgrantee further agrees to retain said records for four (4) years from the date of final payment under this Agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the records. This right of access is not limited to the four (4) year period but shall last as long as the records are retained.

ARTICLE 9. INDEMNIFICATION

To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting such claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

Further, to the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries or death to such employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

If the Subgrantee is a government entity, both parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This Agreement supercedes any prior oral or written agreements. If a conflict arises between this Agreement and the Traffic Safety Program Manual, this Agreement shall govern.

The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of Agreement work.

Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

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ARTICLE 11. TERMINATION

This Agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described herein and these have been accepted by the Department, unless:

- This Agreement is terminated in writing with the mutual consent of both parties; or
- There is a written thirty (30) day notice by either party; or
- The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified on page 1 of this Grant Agreement which are directly attributable to the completed portion of the work covered by this Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

The Department and, when federal funds are involved, the US DOT, or any authorized representative thereof, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

ARTICLE 13. AUDIT

The Subgrantee shall comply with the requirements of the Single Audit Act of 1984, Public Law (PL) 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133, "Audits of States, Local Governments, and Other Non-Profit Organizations."

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

ARTICLE 14. SUBCONTRACTS

The Subgrantee shall not enter into any subcontract with individuals or organizations not a part of the Subgrantee's organization without prior written concurrence with the subcontract by the Department. Subcontracts shall contain all required provisions of this Agreement. No subcontract will relieve the Subgrantee of its responsibility under this Agreement.

ARTICLE 15. GRATUITIES

Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this Agreement. The only exceptions allowed are ordinary business

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lunches and items that have received the advanced written approval of the Department's Executive Director.

Any person doing business with or who reasonably speaking may do business with the Department under this Agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this Agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this Agreement, or will be able to obtain such personnel from sources other than the Department.

All employees of the Subgrantee shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this Agreement in accordance with its own property management procedures, provided that the procedures are not in conflict with the Department's property management procedures or property management standards and federal standards, as appropriate, in:

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- 49 CFR, Part 18, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” or
- 49 CFR, Part 19 (OMB Circular A-110), “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations.”

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties hereto, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

- A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.
- B. *All rights to Department.* The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- C. *All rights to Subgrantee.* Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee’s intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this Agreement without written consent of the Department.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

- A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the USDOT: 49 CFR, Part 21; 23 CFR, Subchapter C; and 41 CFR, Parts 60-74, as they may be amended periodically (hereinafter referred to as the Regulations). The Subgrantee agrees to comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).
- B. Nondiscrimination: The Subgrantee, with regard to the work performed during the period of this Agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

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- C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.
- D. Information and reports: The Subgrantee shall provide all information and reports required by the regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall so certify to the Department or the US DOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.
- E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this Agreement, the Department shall impose such sanctions as it or the US DOT may determine to be appropriate.
- F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take such action with respect to any subcontract or procurement as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the Department and the USDOT that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, apply to this Agreement as follows:

- The Subgrantee agrees to insure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of agreements and subcontracts financed in whole or in part with federal funds. In this regard, the Subgrantee shall make good faith efforts in accordance with 49 CFR Part 26, to insure that Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements and subcontracts.
- The Subgrantee and any subcontractor shall not discriminate on the basis of race, color, sex, national origin, or disability in the award and performance of agreements funded in whole or in part with federal funds.

These requirements shall be included in any subcontract.

Failure to carry out the requirements set forth above shall constitute a breach of this Agreement and, after the notification of the Department, may result in termination of this Agreement by the Department, or other such remedy as the Department deems appropriate.

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ARTICLE 24. DEBARMENT/SUSPENSION

- A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
 4. Have not, within a three (3) year period preceding this Agreement, had one or more federal, state, or local public transactions terminated for cause or default.
- B. Where the Subgrantee is unable to certify to any of the statements in this Article, such Subgrantee shall attach an explanation to this Agreement.
- C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension.
- D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

ARTICLE 25. LOBBYING CERTIFICATION

The Subgrantee certifies to the best of his or her knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the party to this Agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts) and that all subrecipients shall certify and disclose accordingly.

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This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT STATEMENT

Unless the Subgrantee is a governmental or non-profit entity, the Subgrantee certifies that it either will go to the Department's website noted below and complete the Child Support Statement or already has a Child Support Statement on file with the Department . The Subgrantee is responsible for keeping the Child Support Statement current and on file with that office for the duration of this Agreement period. The Subgrantee further certifies that the Child Support Statement on file contains the child support information for the individuals or business entities named in this grant. Under Section 231.006, Family Code, the Subgrantee certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified grant or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

The form for the Child Support Statement is available on the Internet at:
<http://www.dot.state.tx.us/cso/default.htm>.

Project Title: STEP – Comprehensive
Name of Subgrantee: Town of Addison

Traffic Safety Project Description

I. BASELINE INFORMATION & OBJECTIVES

BASELINE INFORMATION:

Baseline Definition: A number serving as a foundation for subgrantees to measure pre-grant traffic enforcement activity. Baseline information must be provided by the subgrantee in order to identify local traffic enforcement related activity. This information should exclude any activity generated with STEP grant dollars. Once the baseline is established, these figures will be used to compare subsequent year’s local and grant traffic enforcement activity. Note: Baseline data used must be no older than 2001 data.

Baseline Year (12 months: **January 2003** through **December 2003**)

Baseline Measure	Baseline Number
A. Number of speed-related crashes	72
B. Number of speed citations	2041
C. Number of safety belt citations	147
D. Number of child safety seat citations	5

The following measures were established by Subgrantee surveys:

Measure	Percentage	Month/Year of Survey
Percentage of speed compliance	15	January 2005
Percentage of safety belt usage	84	January 2005

Note: Speed and Occupant Protection sites must be justified by surveys conducted 12 months prior to the start of the grant or sooner.

OBJECTIVES:

The Objectives of this grant are to accomplish the following by September 30, 2006:

Objectives/Performance Measures	Target Number
A. Number and type citations/arrests to be <u>issued under STEP</u>	
1. Increase speed citations by	500
3. Increase safety belt citations by	95
4. Increase child safety seat citations by	4
B. Number of STEP enforcement hours to be worked	208
C. Subgrantee total number of traffic related crashes	
1. Reduce the number of speed-related crashes to	70
D. Increase the speed compliance rate to	18
E. Increase the safety belt usage rate among drivers and front seat passengers to	88

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Objectives/Performance Measures	Target Number
F. Complete administrative and general grant requirements as defined in the Action Plan, Attachment D.	
1. Submit the following number of Performance Reports, including the Final Performance Report and Administrative Evaluation Report.	12
2. Submit the following number of Requests for Reimbursement	4
G. Support grant enforcement efforts with public information and education (PI&E) as defined in the Action Plan, Attachment D.	
1. Conduct a minimum of four (4) presentations.	4
2. Conduct a minimum of four (4) media exposures (e.g., news conferences, news releases, and interviews).	4
3. Conduct a minimum of two (2) community events (e.g., health fairs, booths).	2
4. Produce the following number of public information and education materials if applicable.	n/a
5. Distribute the following number of public information and education materials if applicable.	2500

NOTE:

Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

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II. RESPONSIBILITIES OF THE SUBGRANTEE:

- A. Carry out the objectives and performance measures of this grant by implementing all activities in the Action Plan, Attachment D.
- B. The Objectives/Performance Measures shall be included in each Performance Report and summarized in the Final Performance and Administrative Evaluation Report.
- C. Submit all required reports to the Department fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions, Attachment B of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in periodic performance reports. All required documents must be accurate. Inaccurate documents will delay any related Requests for Reimbursement. The Subgrantee must enter all Performance and Annex Report data into the Buckle Up Texas Website (www.buckleuptexas.com) prior to submission of the hard copy reports to the Department. Printed versions of the Website reports are acceptable versions for hard copy submissions.
- D. A Final Performance and Administrative Evaluation Report summarizing all activities and accomplishments will be submitted to the Department electronically via the Buckle Up Texas Website no later than thirty (30) days after the grant ending date.
- E. Attend meetings according to the following:
 - 1. The Subgrantee will arrange for meetings with the Department, as indicated in the Action Plan, to present status of activities and to discuss problems and the schedule for the following quarter's work.
 - 2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.
- F. When applicable, all newly developed public information and education (PI&E) materials must be submitted to the Department for written approval prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures. The manual is located at <http://manuals.dot.state.tx.us/dynaweb/coltraff/tfc>.
- G. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department prior to the beginning of the trip. Grant approval does not satisfy this requirement. For Department district-managed grants, the Subgrantee must have written Department district approval for travel and related expenses if outside of the district boundaries.
- H. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.
- I. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.

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- J. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented during the grant year.
- K. Carry out the objectives of this grant by implementing the Operational Plan, Attachment F of this Grant Agreement.
- L. Ensure that each officer working on the STEP project will complete an officer's daily report form. The form should include: name, date, badge or identification number, type of grant worked, grant site number, mileage (if applicable) (including starting and ending mileage), hours worked, type of citation issued or arrest made, officer and supervisor signatures.
- M. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty.
- N. Support grant enforcement efforts with public information and education (PI&E). Salaries being claimed for PI&E activities must be included in the budget.
- O. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.
- P. Subgrantee may work additional STEP enforcement hours on holidays or special events not covered under the Operational Plan. However, additional work must be approved in writing by the Department prior to enforcement. Additional hours must be reported in the Performance Report for the time period for which the additional hours were worked.
- Q. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.
- R. Officers assigned to speed sites should be trained in the use of radar or laser speed measurement devices.
- S. At the time the signatory for the Subgrantee signs the Grant Agreement, provide a letter to the Department from the enforcement agency head, training officer, or authorized individual certifying that the officers working DWI enforcement are, or will be, trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.
- T. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.
- U. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.
- V. Prior to conducting speed enforcement, the Subgrantee must select and survey enforcement sites that comply with existing state mandated speed limits in accordance with the Texas Transportation Code, Sections 545.352 through 545.356.

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III. RESPONSIBILITIES OF THE DEPARTMENT:

- A. Monitor the Subgrantee’s compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:
 - 1. review of periodic reports
 - 2. physical inspection of project records
 - 3. telephone conversations
 - 4. e-mails and letters
 - 5. meetings.
- B. Provide program management and technical assistance.
- C. Attend appropriate meetings.
- D. Reimburse the Subgrantee for all eligible costs as defined in the Traffic Safety Project Budget, Attachment E. Requests for Reimbursement will be processed up to the maximum amount payable as indicated on the cover page of the Grant Agreement.
- E. Perform an administrative review of the project at the close of the grant period to include a review of adherence to the Action Plan, Attachment D of this Grant Agreement and the Traffic Safety Project Budget, Attachment E, and attainment of project objectives.

Fiscal Year: 2006

Check here if this is a revised budget.

Date Revised: _____

(Round figures to nearest dollar)

Budget Category II – Other Direct Costs

<u>TxDOT</u>	<u>Other/ State/Local</u>	<u>TOTAL</u>
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(300) Travel*

Reimbursements will be in accordance with Subgrantee's travel policy. Subgrantee must bill for actual travel expenses — not to exceed the limits reimbursable under state law.

A. Travel and Per Diem (includes conferences, training workshops, and other non-enforcement travel).....

400		400
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B. Subgrantee Enforcement Vehicle Mileage:

Rates used only for budget estimate. Reimbursement will be made according to the approved subgrantee's average cost per mile to operate patrol vehicles, not to exceed the applicable state mileage reimbursement rate as established by the Legislature in the travel provisions of the General Appropriations Act. Documentation of cost per mile is required prior to reimbursement.

_____ miles @ \$_____ per mile.....

		0
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Total Travel.....

400	0	400
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(400) Equipment*.....

		0
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(500) Supplies*.....

		0
--	--	---

(600) Contractual Services*.....

		0
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(700) Other Miscellaneous*

A. Registration fees (training, workshops, conferences, etc.).....

50		50
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B. Public information & education (PI&E) materials.....

		0
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1. Educational items = \$_____ (eg.: brochures, bumper stickers, posters, fliers, etc.)

2. Promotional items = \$_____ (eg.: key chains, magnets, pencils, pens, mugs, etc.)

C. Other.....

		0
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Total Other Miscellaneous.....

50	0	50
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II. Total Other Direct Costs (300 + 400 + 500 + 600 + 700).....

450	0	450
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Budget Category III – Indirect Costs

(800) Indirect Cost Rate* (at _____%).....

		0
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Summary:

Total Labor Costs.....

9,351	1,397	10,748
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Total Other Direct Costs.....

450	0	450
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Total Indirect Costs.....

0	0	0
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Grand Total (I+II+III).....

9,801	1,397	11,198
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Fund Sources (Percent Share).....

87.52%	12.48%	
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* **Budget Detail Required:** As an attachment to the budget, a justification and a detailed cost breakdown is required for all costs included for Fringe Benefits (200), Travel and Per Diem (300), Equipment (400), Supplies (500), Contractual Services (600), Other Miscellaneous (700), and Indirect Cost Rate (800)

Operational Plan Instructions

(Reference Attachment F)

I. Instructions

The goal of the Operational Plan is to assist agencies in defining roadways and locations where enforcement efforts should be concentrated.

The Operational Plan is to be completed by the Subgrantee (STEP agency). It is Attachment F of the Grant Agreement and must be submitted as part of the STEP grant agreement for approval. These instructions and the Operational Plan form can be found on the TxDOT website located at <http://www.dot.state.tx.us/trafficsafety/grants/gpinstcurrent.htm> (see Form 2109)

Please contact your local TxDOT District Traffic Safety Specialist for any questions or clarification regarding these instructions.

Site Letter or Number and Type: Begin with site "A" or site "1" and designate the STEP measure that will be enforced at that site (e.g., Speed, Occupant Protection, DWI, etc.).

Site Description: Describe the boundaries of the Site Letter or Number (e.g., city or jurisdiction-wide, Sector A [Sector A is bordered by 1st Street to the north, 51st Street to the south, Main Street to the west, and Capitol Street to the East]). **Note:** Speed enforcement sites must include a roadway with at least 50% noncompliance, as determined by speed surveys and include approximate length in miles and speed limits. Occupant Protection sites may be jurisdiction-wide. All other STEP sites must be described by roadways, boundaries, sectors or specific locations.

Survey Results: List **compliance** percentage for occupant protection and speed pre-surveys. (Fill in for speed and safety belt enforcement sites only). **Note:** Survey tools, worksheets, and instructions can be found in the Buckle Up Texas Website at <http://www.buckleuptexas.com>.

Enforcement Period: List hours of enforcement. **Note:** The enforcement period is the range of time in which enforcement may be conducted. Hours listed on each officer's activity sheet must coincide with the hours listed on the Operational Plan. Any hours outside of those listed may not be counted as STEP activity, unless indicated as an exception in Attachment C, Section II, Subsections P and Q. Occupant Protection STEP enforcement must be conducted during daylight hours.

For example: For Speed – Daily, Monday through Sunday, 6:00 A.M.–8:00 P.M.

For OP – Daily, Monday through Sunday, daylight hours

For DWI – Friday 8:00 P.M. – Saturday 4:00 A.M.; Saturday 8:00 P.M.–Sunday, 4:00 A.M.

For ITC – Daily, Monday through Sunday, 8:00 A.M.–7:00 P.M.

For HMV – Daily, Monday through Sunday, 8:00 A.M.–10:00 P.M.

An example of an Operational Plan can be found on the TxDOT Website in the Traffic Safety Grants Information and Instructions at <http://www.dot.state.tx.us/trafficsafety/grants/gpinstcurrent.htm> (see Form 2109-sam).

II. Modifying a STEP Operational Plan

1. Subgrantee must make requested modifications, in writing, to the District Traffic Safety Specialist, for district managed grants, or to the appropriate Division Program Manager in Austin, for division managed grants. The cover letter should identify, by site location and STEP element, the changes being requested.
2. Along with the written request, the Subgrantee must provide a copy of the new Operational Plan that includes the additional, or modified sites, along with all required supporting documentation (i.e. Surveys).
3. Modifications must comply with the Operational Plan instructions.
4. TxDOT approval will be provided, or denied, by the District Traffic Safety Specialist, for district managed grants, or by the appropriate Division Program Manager in Austin, for division managed grants.

Note: The modifications must be approved by TxDOT prior to implementing any changes to enforcement activity. Unauthorized enforcement activity conducted prior to TxDOT approval is not eligible for reimbursement.



Form 2109 (rev. 6/29/2005)

TRAFFIC SAFETY OPERATIONAL PLAN

Attachment F

Project Fiscal Year: 2006

Subgrantee: Town Of Addison

Project Title: Step Comprehensive

STEP Site Letter or Number & Type*	Site Description	Survey Results (compliance)	Enforcement Period
OP	City Wide		7 days a week daylight hours
Speed 1	Marsh Lane from Brookhaven Club Dr. to Arapaho Rd., 35 MPH, 1.5 miles		7 days a week 24 hours per day
Speed 2	Midway Rd from Spring Valley Rd to Dooley Rd, 40 MPH, 1.8 miles		7 days a week 24 hours per day
Speed 3	Quorum Dr. from Landmark Place to Westgrove Dr., 30MPH, 1.8 miles		7 days a week 24 hours per day
Speed 4	Montfort Rd. from Beltline Rd to Verde Valley, 30 MPH, .4 miles		7 days a week 24 hours per day
Speed 5	Spring Valley Rd from Midway Rd to Marsh Ln., 35 MPH, .9 miles		7 days a week 24 hours per day

Note: The Operational Plan must be completed according to the Operational Plan Instructions by the Subgrantee, and it must be submitted as part of the STEP grant agreement for approval. The instructions and the Operational Plan Form can be found on the TxDOT Website located at <http://www.dot.state.tx.us/trafficsafety/grants/gpinstcurrent.htm>

Any modifications made to the Operational Plan after the grant is executed do not require an amendment to the Grant Agreement. However, the Subgrantee must follow the Operational Plan modification procedures found in the Operational Plan Instructions before any enforcement is conducted in the related sites.

For Speed and Occupant Protection sites only, survey data must be submitted with the grant document to support the Operational Plan. It is recommended that subgrantees follow the "Speed Survey Protocol and Instructions" and the "Occupant Restraint Observer Protocol — Surveys" found in the Buckle Up Texas Website at <http://www.buckleuptexas.com>.

Council Agenda Item: #R10

There are no attachments for this item.