TOWN OF ADDISON

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

AGENDA

WORK SESSION AND REGULAR SESSION

OF THE CITY COUNCIL

FEBRUARY 14, 2006

6:00 P.M.

COUNCIL CHAMBERS

5300 BELT LINE ROAD

WORK SESSION

Item #WS1 - Presentation and discussion of the proposed Belt Line Road Corridor Revitalization and Strategic Recommendations.

REGULAR SESSION

Item #R1 - Consideration of Old Business.

Item #R2 - Consent Agenda.

CONSENT AGENDA

#2a - Approval of the Minutes for the January 24, 2006, Council Meeting.

#2b - Consideration and approval of an ordinance calling for a general election to be held on May 13, 2006, for the purpose of electing three Councilmembers.

#2c - Consideration and approval of a resolution certifying that the ADA iVotronic v. 8.0.1.0 provided by Election Systems and Software is an accessible voting system that may legally be used in Texas elections.

#2d - Consideration of a resolution authorizing the City Manager to enter into a joint election agreement in the approximate amount of $4,500.00 with Dallas County to conduct Addison's Elections on May 13, 2006.

#2e - Consideration and approval of a resolution to award an annual contract to Tru Green Landcare for planting seasonal color totaling $59,091.50

#2f - Consideration and approval of an ordinance amending Section 78-165 of the Code of Ordinances of the Town, which section designates certain no parking and permitted parking areas, by removing the 14000 Block of Celestial Place from the table allowing the stopping, standing or parking of vehicles, so that no stopping, standing or parking of vehicles shall be allowed within the 14000 Block of Celestial Place; providing a savings clause; providing a severability clause; providing an effective date.

#2g - Consideration and approval of a resolution authorizing an increase to the current contract with Nortex Lift and Stabilization, Inc., by an amount up to, but not to exceed $45,610.55, to a total of $228,052.74, for additional raising and undersealing concrete pavement on Midway Road.

#2h –	Consideration and approval of a resolution authorizing the City Manager to amend an existing advertising agreement with Krause Advertising to adjust the monthly retainer for providing marketing consultation, creative ad production services, administrative and account oversight for the Town marketing and special events initiatives.
#2i –	Consideration and approval of a resolution authorizing the City Manager to enter into an advertising contract with the Dallas Morning news to purchase 26 insertions in the Friday Guide.
#2j –	Consideration and approval of a resolution authorizing the City Manager to enter into an agreement with the Dallas County Health Department that would allow the Town of Addison to participate in the cost of providing selected public health services at reduced prices to Addison residents.

Item #R3 - Approval of a final plat for three lots on 2.006 acres, located at 14918 Lake Forest Drive, on application from Mr. Joseph P. Lane, represented by Macatee Engineering.

Attachments:

1. Docket map
2. Staff Report
3. Plans

The Planning and Zoning Commission Findings:
The Addison Planning and Zoning Commission, meeting in regular session on January 26, 2006, voted to recommend approval of the final plat for Mr. Joseph P. Lane, subject to the following conditions:

- Show a 10 ft. utility easement, with centerline being the common line between Lots 1 & 2.
- In lieu of showing top of slope of the existing creek along Lot 1, show limits of the 100 year flood plain and submit a drainage model identifying how the 100 year flood plain was established.
- Approval of proposed final plat should be subject to approval of civil drawings by the Town of Addison.
- A drainage easement should be dedicated along the length of the creek.
- The plat needs to provide a Certificate of Approval showing the date of approval by the Addison City Council, and signature lines for the Mayor and City Secretary.

Voting Aye: Bernstein, Chafin, Daseke, Doepfner, Jandura, Meier, Wood
Voting Nay: None
Absent: None

Administrative Recommendation:

Administration recommends approval.

Item #R4 - Approval of a final plat for one lot of 4.212 acres, zoned Industrial-1, and located at the southeast corner of the intersection of Landmark Boulevard and Landmark Place, on

application from Richard Busby of Raymond L. Goodson, Jr., Inc.

Attachments:

1. Docket map
2. Staff report
3. Plans

The Planning and Zoning Commission Findings:
The Addison Planning and Zoning Commission, meeting in regular session on January 26, 2006, voted to recommend approval of the final plat for Richard Busby of Raymond L. Goodson, Jr., Inc., subject to the following conditions:

- The property boundary is not drawn to scale, in accordance with bearings and distances in Owner's Certificate.
- Paragraph 7 of Owner's Certificate calls out for a bearing of South 01 degrees 39'54" West. The bearing should be South 01 degrees 39'54" East.
- Paragraph 7 of Owner's Certificate references Block 3, and should reference Lot 1, Block 3.
- Paragraph 8 of Owner's Certificate references Block 3, and should reference Lot 1, Block 3.
- Paragraph 8 of Owner's Certificate calls out a bearing of South 89 degrees 31'54" West. This is incorrect and should be changed to South 89 degrees 19'01" West.
- Paragraph 9 of Owner's Certificate references Block 3, and should reference Lot 1, Block 3.
- Paragraph 10 of Owner's Certificate references Block 3, and should reference Lot 1, Block 3.
- Existing right-of-way of Landmark Blvd, located south of the site, should be referenced as being in the City of Farmers Branch.
- The plat needs to provide a Certificate of Approval showing the date of approval by the Addison City Council, and signature lines for the Mayor and City Secretary.

Voting Aye: Bernstein, Chafin, Daseke, Doepfner, Jandura, Meier, Wood
Voting Nay: None
Absent: None

Administrative Recommendation:

Administration recommends approval.

Item #R5 - Approval of a final plat for one lot on 2.050 acres, located at 15175 Quorum Drive, on application from Mr. Moshen Heidari, represented by Pate Engineers.

Attachments:

1. Docket Map
2. Staff Report
3. Plans

The Planning and Zoning Commission Findings:
The Addison Planning and Zoning Commission, meeting in regular session on January 26, 2006, voted to recommend approval of the final plat for Richard Busby of Raymond L. Goodson, Jr., Inc., subject to the following conditions:

- Quorum Drive is a minor arterial with a projected right-of-way width of 84 ft. The proposed addition to the existing property has an adjacent right-of-way width of 80 ft. Dedication of 2 ft. along this portion of Lot 3 should be included on final plat.
- The proposed 25 ft. building set-back line is not shown correctly along the entire eastern line of the property and should be adjusted.
- Expansion of the current structure to the north will require abandonment and relocation of existing 10 ft. utility easement. Existing facilities in this easement must be relocated accordingly.
- Certificate of approval should include a space for date of approval.

Voting Aye: Bernstein, Chafin, Daseke, Doepfner, Jandura, Meier, Wood
Voting Nay: None
Absent: None

Administrative Recommendation:

Administration recommends approval.

Item #R6 - Consideration and approval of an Ordinance granting meritorious exception to Sec. 62-163, Area, for Capitol One located at 14651 Dallas Parkway.

Attachments:

1. Staff Report
2. Application
3. Memorandum from Lynn Chandler
4. Plans

Administrative Recommendation:

Administration recommends approval.

Item #R7 - Consideration and approval of an Ordinance granting meritorious exception to Sec. 62-185, Specifications, for Portfolio Addison Town Center Retail located at 3700 and 3800 Belt Line Road.

Attachments:

1. Staff Report
2. Application
3. Memorandum from Lynn Chandler
4. Plans

Administrative Recommendation:

Administration recommends denial.

Item #R8 - Discussion and authorization to release the 2005 Comprehensive Annual Financial Report (CAFR).

Attachments:

1. Council Agenda Item Overview
2. Memorandum by Randy Moravec
3. Memorandum by Judy Stafford
4. Recommendations

Administrative Recommendation:

Administration recommends approval.

Item #R9 - Consideration and approval of a resolution approving a Commercial License Agreement between the Town of Addison

and TXU Electric Delivery Company to permit the Town to construct a dog park within the electric transmission easement area east of the Easement Park trail.

Attachments:

1. Council Agenda Item Overview
2. Commercial License Agreement
3. Dog Park Design
4. Aerial Photo

Administrative Recommendation:

Administration recommends approval.

Item #R10 - Presentation of Department of Homeland Security Urban Area Security Initiative (UASI) Grant for 2006 which would allow the Town to install a security surveillance camera/video monitoring system at the Addison Airport.

Attachment:

1. Council Agenda Item Overview

Item #R11 - Consideration and approval of a resolution authorizing the City Manager to enter into an agreement with Brookhaven College and Collin County Community College to provide students within the emergency medical programs an opportunity to observe first-hand pre-hospital emergency medical care techniques.

Attachments:

1. Council Agenda Item Overview
2. Memorandum from Noel Padden
3. Resolution
4. Agreement with Dallas County
5. Agreement with Collin County

Administrative Recommendation:

Administration recommends approval.

Item #R12 - Consideration and approval of a resolution amending the Town's contract with ICMA-Retirement Corporation to allow employees participating in the deferred compensation plan to take loans from the plan.

Attachments:

1. Council Agenda Item Overview
2. Plan 457 Loan Guidelines
3. Proposed Resolution to amend the Deferred Compensation Plan.

Administrative Recommendation:

Administration recommends approval.

Item #R13 - Consideration and approval of a resolution to award bid to Wall Enterprises in the amount of $88,850.00 for the purchase and installation of black vinyl coated chain link, barbed wire security fence in three different areas on the Addison Airport Property.

Attachments:

1. Council Agenda Item Overview
2. Bid tab
3. Base Bid Exhibit
4. Additive Alternate 1 Exhibit
5. Additive Alternate 2 Exhibit

Administrative Recommendation:

Administration recommends approval.

Item #R14 – Consideration and approval of a resolution authorizing the City Manager to accept and enter into a RAMP (Routine Airport Maintenance Program) Grant Agreement between the Texas Department of Transportation and the Town of Addison, to make airport improvements at Addison Airport.

Attachment:

1. Council Agenda Item Overview

Administration Recommendation:

Administration recommends approval.

Item #R15 – Consideration and approval of a resolution authorizing final payment to Texas Standard Construction Limited, in the amount of $60,000 for emergency repairs to Taxiway Victor at Addison Airport.

Attachment:

1. Council Agenda Item Overview

Administrative Recommendation:

Administration recommends approval.

Item #R16 - Presentation of 1st Quarter Report for FY 2005/06

- Information Technology

Item #R17 - Discussion and presentation of the Federal Emergency Management Agency's (FEMA) reimbursement to the Town of Addison for expenses incurred in connection with the Hurricane Katrina and Rita disasters.

Attachment:

1. Council Agenda Item Overview

Item #R18 - Consideration and approval of a resolution authorizing the City Manager to enter into a contract with Kasner and Associates to perform sales and mixed beverage tax auditing services.

Attachments:

1. Council Agenda Item Overview
2. Evaluation Form
3. Agreement

Administrative Recommendation:

Administration recommends approval.

EXECUTIVE SESSION

Item #ES1 - Closed (executive) session of the City Council pursuant to Section 551.074, Texas Government Code, to deliberate a performance evaluation of the City Manager.

Adjourn Meeting

Posted 5:00 p.m.
February 9, 2006
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

There are no attachments for this item.

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

January 24, 2006
6:00 p.m. – Town Hall
5300 Belt Line Road

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

Present: Commissioners Bernstein, Chafin, Daseke, Doepfner, Jandura, Meier, Wood.
Absent: None

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

No action taken.

Item #WS2 – Presentation and discussion of the Belt Line District form-based development code.

No action taken.

Councilmembers adjourn to the Council Chambers.

Item #R1 - Consideration of Old Business.

The following employees were introduced to the Council: Ann Milbery (Police), and Ricardo Garcia (Parks).

Item #R2 - Consent Agenda.

#2a – Approval of the Minutes for the January 10, 2006 Council Meeting. (Approved as written)

#2b – Approval of final payment to Stripe-A-Zone, in the amount of $4,328.46, for the installation of pavement markings at various locations. (Approved)

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

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

Item #R3 – Appointment of one member to the Planning and Zoning Commission.

This item was tabled.

Item #R4 – Consideration of a resolution to approve the Addison Arbor Foundation Comprehensive Street Tree Master Plan.

This item was tabled.

Item #R5 – Consideration and approval of a resolution authorizing the City Manager to enter into an agreement with Chevron ES (CES) to evaluate the Town's water facilities for the purpose of determining the viability of implementing a guaranteed water saving program to generate funds for facility renewal.

Councilmember Niemann moved to duly pass Resolution No. R06-001 authorizing the City Manager to enter into an agreement with Chevron ES (CES) to evaluate the Town's water facilities for the purpose of determining the viability of implementing a guaranteed water saving program to generate funds for facility renewal. Councilmember Mallory seconded. Motion carried.

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

Mayor Chow recused himself and left the Council Chambers.

Item #R6 – Consideration and approval of a resolution authorizing the expenditures of $7,500 to support the opening reception of the Dallas International Festival at the Addison Conference Center on Thursday, April 6, 2006.

Councilmember Braun moved to duly pass Resolution No. R06-002 authorizing the expenditures of $7,500 to support the opening reception of the Dallas International Festival at the Addison Conference Center on Thursday, April 6, 2006. Councilmember Mellow seconded. Motion carried.

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

Mayor Chow returned to the Council Chambers.

Item #R7 – Consideration and approval of a resolution authorizing the Town staff to apply for two sustainable development grants from the North Central Texas Council of Governments.

Councilmember Mallory moved to duly pass Resolution No. R06-003 authorizing the Town staff to apply for two sustainable development grants from the North Central Texas Council of Governments. Councilmember Mellow seconded. Motion carried.

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

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

_____
Mayor

Attest:

_____
City Secretary

Council Agenda Item: #2b

SUMMARY:

Staff requests the Council pass an ordinance calling an annual municipal election for May 13, 2006. This year Addison will be electing three Councilmembers. The proposed ordinance calling the election is attached.

FINANCIAL IMPACT:

Budgeted Amount:	$4,500.00
Cost:	typically $3,500.00

If over budget or not budgeted, what is the budget impact?

Within budget

BACKGROUND:

Candidates for the office of Councilmember may begin filing for a place on the ballot on February 11, 2006 and have until March 13 2006 to file. We typically contract with the Dallas County Elections Department to hold our election in conjunction with other elections in Dallas County. We have a proposed contract with the Dallas County Elections Department on the February 14, 2006 Council agenda.

RECOMMENDATION:

Staff recommends the Council approve the attached ordinance calling a Municipal Election for May 13, 2006.

ORDINANCE NO. 006-____

AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS CALLING A GENERAL ELECTION TO BE HELD ON MAY 13, 2006, FOR THE PURPOSE OF ELECTING THREE (3) COUNCIL MEMBERS FOR TWO (2) YEAR TERMS EACH; DESIGNATING TWO POLLING PLACES WITHIN THE CITY; ESTABLISHING OTHER PROCEDURES FOR THE CONDUCT OF THE ELECTION; ESTABLISHING A DATE FOR CANVASSING RETURNS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 41.001 of the Texas Election Code, as amended (the "Code"), specifies that the second Saturday in May shall be a uniform election date and that a general election of a city may be held on such day; and

WHEREAS, the City Council of the Town of Addison, Texas (the "City") has determined that the City shall conduct its general municipal election, in conjunction with Dallas County, on the second Saturday in May, 2006 and

WHEREAS, Section 8.04 of the City Charter provides that in each even-numbered year three (3) Council members shall be elected; and

WHEREAS, the City Council desires to and hereby calls a general election for the purpose of electing three (3) persons to the office of Council member for two (2) year terms each.

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

Section 1. Incorporation of Preamble. All of the above premises are true and correct and are incorporated into the body of this Ordinance as if copied herein in its entirety.

Section 2. Election Date; Purpose of Election; Officers and Terms of Office. That a general election shall be held in and throughout the City on Saturday, May 13, 2006, for the purpose of electing the following officers:

Three (3) Council members for two (2) year terms each.

Section 3. Eligibility for Candidacy. In accordance with the City's Charter, no person shall be eligible for the office of Council member unless that person is a qualified voter of the City, shall have resided in the City for at least one year prior to the election, and shall never have been convicted of a felony offense involving moral turpitude.

Section 4. Application for a Place on the Ballot. In accordance with Section 143.007 of the Texas Election Code (the "Code"), any eligible and qualified person may have that person's name printed upon the official ballot as a candidate for the offices hereinbefore set forth by filing the person's sworn application with the City Secretary not earlier than February 11, 2006 and not later than 5:00 p.m. on March 13, 2006. Each such

application shall be on a form as prescribed by Section 141.031 of the Code. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing of the City Secretary as provided by Section 52.094 of the Code. Notice of the time and place for such drawing shall be given in accordance with the Code.

Section 5. Runoff Election. If two or more candidates for a particular office tie for the number of votes required to be elected, there shall be a runoff election held on June 17, 2006. The runoff election shall be held in accordance with the Code.

Section 6. Election Precinct; Polling Place; Election Hours. The corporate limits of the City shall constitute three (3) election precincts for the election. The polling places for the general election shall be the Addison Fire Department building, 4798 Airport Parkway, Addison, Texas, and the Addison Fire Station II, 3950 Beltway Drive, Addison, Texas. In accordance with and pursuant to the requirements of the Code, said polling place shall be open from 7:00 a.m. to 7:00 p.m. on the date of the election.

Section 7. Appointment of a Presiding Election Judge and Alternate Presiding Election Judge; Qualifications to Serve as Election Judge; Confirmation of Appointments; Notice of Appointments. The election shall be held as a joint election with Dallas County, and the County shall be responsible for appointing all election judges and clerks, and shall be responsible for their compensation.

Section 10. Method of Voting. The City Secretary is hereby authorized to contract with Dallas County for the conduct of the joint election, and Dallas County shall be responsible for an optical scanning voting system. Dallas County shall be responsible for the preparation of the official ballots for the election, and they shall conform to the requirements of the Code, and in so doing shall permit the voter to vote for three (3) Council members for two (2) year terms each. No elector shall vote for more than three (3) candidates for terms of two (2) years each.

Section 11. Governing Law; Qualified Voters. The election shall be held in accordance with the Constitution of the State of Texas and the Code, and all resident, qualified electors of the City shall be eligible to vote at the election. In addition, the election materials enumerated in the Code shall be printed in both English and Spanish for use at the polling place and for early voting for the election.

Section 12. Publication and Posting of Notice. Notice of the election shall be given by posting a notice of election in both English and Spanish at Town Hall, 5300 Belt Line Road, Addison, Texas on the bulletin board or other location used for posting notices of the meetings of the City Council not less than twenty-one (21) days prior to the date upon which the election is to be held, and by publication of said notice at least once in a newspaper published in the City or if none, then in a newspaper of general circulation within the City, the date of said publication to be not less than ten (10) days nor more than thirty (30) days prior to the date set for the election.

In addition thereto, a copy of the notice shall also be filed with the City Secretary at least twenty-one (21) days before the election. Upon publication of the election notice, the City Secretary shall secure a publisher's affidavit, which complies with the requirements of the Election Code.

Section 13. Early Voting. Early voting by personal appearance shall be conducted in accordance with Section 271.006 of the Texas Election Code. Bruce R. Sherbet, Dallas County Elections Administrator, is hereby appointed the Deputy Early Voting Clerk. Early voting by personal appearance will be conducted beginning Monday, May 1, 2006, and continue through Tuesday, May 9, 2006. Any qualified voter for the Joint Election may also vote early by personal appearance at the main early voting location:

DALLAS COUNTY RECORDS BUILDING
Office of the Elections Department, Eighth Floor
2377 N. Stemmons Freeway, Dallas, TX 75207

Or at any of the following branch locations:

Addison Fire Station
4798 Airport Parkway
Addison, TX 75001

Barbara Bush Middle
515 Cowboys Parkway
Irving, TX 75063

Carrollton City hall
1945 Jackson Road
Carrollton, TX 75006

Cedar Hill ISD
Administration Building
270 S. Hwy. 67
Cedar Hill, TX 75104

Coppell Town Center
255 Parkway Blvd.
Coppell, TX 75019

DeSoto Town Center Library
211 E. Pleasant Run Road
DeSoto, TX 75115

Dunford Recreation Center
1015 Green Canyon
Mesquite, TX 75150

Frankford Town Homes
18110 Marsh Lane
Dallas, TX 75287

Garland ISD
Harris Hill Administration Bldg.
720 Stadium Drive
Garland, TX 75040

Beckley-Saner Recreation Center
114 W. Hobson Avenue
Dallas, TX 75224

Carrollton Farmers Branch ISD
1445 N. Perry
Carrollton, TX 75011

Cockrell Hill City Hall
4125 Clarendon Drive
Dallas, TX 75211

Dallas City Hall
1500 Marilla
Dallas, TX 75201

Duncanville Fire Station
1500 S. Main
Duncanville, TX 75116

Farmers Branch City Hall
13000 William Dodson Pkwy.
Farmers Branch, TX 75234

Fretz Park Recreation Center
6950 Belt Line Road
Dallas, TX 75240

Grand Prairie Development
206 W. Church
Grand Prairie, TX 75050

Garner Elementary
145 Polo Road
Grand Prairie, TX 75052

Grauwyler Park Recreation Center
7780 Harry Hines
Dallas, TX 75235

Harry Stone Recreation Center
2403 Milmar Drive
Dallas, TX 75228

Highland Baptist Church
8202 Boedeker
Dallas, TX 75225

Hutchins City Hall
321 N. Main Street
Hutchins, TX 75141

Irving Arts Center
3333 N. MacArthur Blvd.
Irving, TX 75061

Irving City Hall
825 W. Irving Blvd.
Irving, TX 75060

Lake Highlands Jr. High
10301 Kingsley Road
Dallas, TX 75238

Lancaster Rec. Center
1700 Veterans Memorial Pkwy
Lancaster, TX 75134

Martin Luther King Core Bldg.
2922 MLK Blvd.
Dallas, TX 75215

Martin Weiss Rec. Center
1111 Martindell
Dallas, TX 75211

Mattie Nash-Myrtle Davis
Recreation Center and Park
3710 N. Hampton
Dallas, TX 75212

Mt. Creek Library
6102 Mt. Creek Boulevard
Dallas, TX 75249

North Dallas Government Center
10056 Marsh Lane
Dallas, TX 75229

Oak Cliff Sub-Courthouse
410 S. Beckley
Dallas, TX 75249

Pleasant Oak Rec. Center
8701 Greenmound
Dallas, TX 75227

Records Building
509 Main Street
Dallas, TX 75202

Renner-Frankford Library
6400 Frankford
Dallas, TX 75252

Reverchon Recreation Center
3505 Maple Avenue
Dallas, TX 75219

Richardson Civic Center
411 W. Arapaho
Richardson, TX 75080

Richardson ISD
Administration Building
4000 S. Greenville Avenue
Richardson, TX 75081

Rowlett City Hall Annex
4002 Main Street
Rowlett, TX 75088

Sachse City Hall
5560 Hwy. 78
Sachse, TX 75048

Samuel-Grand Recreation Center
6200 East Grand Avenue
Dallas, TX 75223

Sandy Jacobs Government Center
1029 W. Rosemeade
Carrollton, TX 75007

Seagoville City Hall
702 N. Hwy 175
Seagoville, TX 75159

Sunnyvale Fire Station #2
402 Tower Place
Sunnyvale, TX 75182

Tommie M. Allen Recreation Center
7071 Bonnie View
Dallas, TX 75241

Unity Church of Dallas
6625 Forest Lane
Dallas, TX 75230

Veterans Adm. Med. Cntr.
4500 S. Lancaster
Dallas, TX 75216

West Dallas Multipurpose
2828 Fishtrap
Dallas, TX 75212

Wilmer Community Center
101 Davidson Plaza
Wilmer, TX 75172

Wilmer-Hutchins ISD
Administration Building
3820 E. Illinois Avenue
Dallas, TX 75216

All requests for early voting ballots by mail that are received by participating authorities will be transported by runner on the day of receipt to the Dallas County Elections Department, 8th Floor, Health and Human Service Building, 2377 N. Stemmons Frwy, Dallas, Texas 75207 for processing. Persons voting by mail will send their voted ballots to the Dallas County Elections Department.

All early voting ballots will be prepared for counting by an Early Voting Ballot Board appointed in accordance with Section 87.001 of the Texas Election Code. Addison hereby waives its right to appoint a member to the Board, and will have Dallas County appoint a member for the Town. The participating authorities agree to appoint other deputy early voting judges/clerks.

A signature verification committee will be appointed in accordance with Section 87.027 of the Texas Election Code. A list of the members of the signature verification committee will be furnished to each participating authority.

Section 14. Delivery of Returns; Preservation of Election Records. A general custodian of the voted ballots and all records of the joint Election as authorized by Section 271.010 of the Texas Election Code shall be appointed.

Access to the election records will be available to each participating authority as well as to the public in accordance with the Texas Public Information Act, Chapter 552, Government Code, at the Elections Department, 2377 N. Stemmons Freeway, Dallas, Texas, at any time during normal business hours. The Election Administrator shall ensure that the records are maintained in an orderly manner, so that records are clearly identifiable and retrievable per records storage container.

Records of the election will be retained and disposed of in accordance with Addison's records retention schedules, and in accordance with the provisions of Title 6, Subtitle C, Chapters 201 through 205 Texas Local Government Code, including the minimum retention requirements established by the Texas State Library and Archives Commission. If records of the election are involved in any pending election contest, investigation, litigation, or Texas Public Information Act, the Election Administrator shall maintain the records until final resolution or until final judgement, whichever is applicable. It is the responsibility of any participating authority to bring to the attention of the Elections Administrator any notice of any pending election contest, investigation, litigation, or Texas Public Information Act request, which may be filed with a participating authority. Upon request to maintain records beyond eligibility for preservation according with Section 66.058 of the Texas Election Code, the Elections Administrator shall supply a written cost estimate for storage to requesting participant.

On the first business day that follows the date that the records of the election are eligible for destruction, the Election Administrator will notify in writing each participating authority of the planned destruction of any records of the election. Within fifteen days of receipt of the Election Administrator's notice of intent to destroy the records, each participating authority will provide the Election Administrator with written authorization to proceed with destruction or written instructions to withhold destruction.

Section 15. Canvassing of Returns. In accordance with the Code, the City Council of the City shall convene on May 23, 2006, at 7:30 o'clock p.m. to canvass the returns of the election.

Section 16. Necessary Actions. The Mayor, City Manager and the City Secretary of the City, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code in carrying out and conducting the election, whether or not expressly authorized herein.

Section 17. Effective Date. This Ordinance shall be in full force and effect from and after its passage.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, this the 14th day of February 2006.

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

Council Agenda Item: #2c

SUMMARY:

Staff requests the Council pass a Resolution certifying that the ADA iVotronic v. 8.0.1.0 , provided by Election Systems and Software, is an accessible voting system that may legally be used in Texas elections.

BACKGROUND:

The Council is scheduled to approve an ordinance calling a Municipal election to be held on May 13, 2006. The Town typically contracts with Dallas County to hold that election. All entities that hold elections are under new requirements to provide at least one accessible voting system in each polling place that complies with state and federal laws setting the requirements for voting systems that permit voters with physical disabilities to cast a secret ballot.

Dallas County has chosen the ADA iVotronic v. 8.0.1.0 system, which is a system approved by the State of Texas. The Town has to certify the use of this system through a Resolution.

RECOMMENDATION:

Staff recommends approval or a Resolution certifying that the ADA iVotronic v.8.0.1.0, provided by Election Systems and Software, is an accessible voting system that may be legally be used in Texas elections.

SAMPLE

Resolution No. _____

THE [NAME OF ENTITY'S GOVERNING BODY] FINDS AS FOLLOWS:

Section 61.012 of the Texas Election Code requires that [NAME OF ENTITIY"S GOVERNING BODY] must provide at least one accessible voting system in each polling place used in a Texas election on or after January 1, 2006. This system must comply with state and federal laws setting the requirements for voting systems that permit voters with physical disabilities to cast a secret ballot.

The Office of the Texas Secretary of State has certified that the ADA iVotronic v. 8.0.1.0 provided by Election Systems and Software is an accessible voting system that may legally be used in Texas elections.

Sections 123.032 and 123.035 of the Texas Election Code authorize the acquisition of voting systems by local political subdivisions and further mandate certain minimum requirements for contracts relating to the acquisition of such voting systems.

THE [NAME OF ENTITY'S GOVERNING BODY] HEREBY RESOLVES:

As chief elections officer of the [NAME OF ENTITY'S GOVERNING BODY], the [Responsible officer/employee] shall provide at least one ADA iVotronic v. 8.0.1.0 in each polling place in every polling location used to conduct any election ordered on or after January 1, 2006. The ADA iVotronic v. 8.0.1.0 may be acquired by any legal means available to [NAME OF ENTITY'S GOVERNING BODY], including but not limited to lease or rental from the County of Dallas, Texas or from any other legal source, as authorized or required by Sections 123.032 and 123.035, Texas Election Code.

PASSED BY VOTE AND APPROVED this ____ day of _____, 20__

REQUIRED:

/s/_____
presiding officer

ADDITIONAL SIGNATURES REQUIRED:

ATTEST:/s/_____City Secretary/ Clerk

APPROVED AS TO FORM:/s/_____City Attorney

Council Agenda Item: #2d

SUMMARY:

Staff requests the Council authorize the City Manager to enter into a joint election agreement in an approximate amount of $4,500.00 with Dallas County to conduct Addison's Municipal Election on May 7, 2005.

The Council approved an ordinance calling for a 2005 Municipal Election on the January 25, 2005 agenda. The staff is recommending the Town contract with Dallas County Elections to hold the election. We have met with the staff at Dallas County, and they have offered the draft of the final contract, which is attached. Because it is a joint election, Dallas County cannot give us the final cost until all cities that are going to participate have committed. The election typically runs less than $6,000.00; however we don't know the exact amount until after the election is over and all costs are determined.

FINANCIAL IMPACT:

Budgeted Amount: $4,500.00

BACKGROUND:

We would like to continue using the Dallas County Elections Division to conduct our election. Overall, we have been very pleased with the service Dallas County has provided to us for our last elections, and the countywide election system provides more opportunities for our residents to vote during early voting.

RECOMMENDATION:

Staff recommends approval or a Resolution authorizing the City Manager to enter into a joint election agreement in an approximate amount of $6,000.00 with Dallas County to conduct Addison's Municipal Election on May 7, 2005.

JOINT ELECTION AGREEMENT

AND

ELECTION SERVICE CONTRACT

BETWEEN

TOWN OF ADDISON (TOA)
CITY OF BALCH SPRINGS (COBS)
CITY OF CARROLLTON COC)
CITY OF CEDAR HILL (COCdH)
CITY OF COCKRELL HILL (COCkH)
CITY OF COPPELL (COCp)
CITY OF DESOTO (CODe)
CITY OF DUNCANVILLE (CODu)
CITY OF FARMERS BRANCH (COFB)
CITY OF GLENN HEIGHTS (COGH)
CITY OF GRAND PRAIRIE (COGP)
CITY OF HUTCHINS (COH)
CITY OF IRVING (COI)
CITY OF LANCASTER (COL)
CITY OF MESQUITE (COM)
CITY OF RICHARDSON (COR)
CITY OF ROWLETT (CORw)
CITY OF SACHSE (COS)
CITY OF SEAGOVILLE (COSe)
TOWN OF SUNNYVALE (TOS)
CITY OF WILMER (COW)
DALLAS COUNTY COMMUNITY COLLEGE DISTRICT (DCCCD)
DALLAS COUNTY MUNICIPAL UTILITY DISTRICT (DCMUD#6)
CARROLLTON-FARMERS BRANCH INDEPENDENT SCHOOL DISTRICT (CFBISD)
CEDAR HILL INDEPENDENT SCHOOL DISTRICT (CHISD)
COPPELL INDEPENDENT SCHOOL DISTRICT (CPISD)
DALLAS INDEPENDENT SCHOOL DISTRICT (DISD)
DESOTO INDEPENDENT SCHOOL DISTRICT (DeISD)
DUNCANVILLE INDEPENDENT SCHOOL DISTRICT (DuISD)
GARLAND INDEPENDENT SCHOOL DISTRICT (GISD)
GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT (GPISD)
IRVING INDEPENDENT SCHOOL DISTRICT (IISD)
LANCASTER INDEPENDENT SCHOOL DISTRICT (LISD)
MESQUITE INDEPENDENT SCHOOL DISTRICT (MISD)
RICHARDSON INDEPENDENT SCHOOL DISTRICT (RISD)
SUNNYVALE INDEPENDENT SCHOOL DISTRICT (SuISD)

FOR THE CONDUCT OF A JOINT ELECTION
TO BE HELD SATURDAY, MAY 13, 2006

TO BE ADMINISTERED BY THE DALLAS COUNTY ELECTIONS DEPARTMENT (DCED)

1. JURISDICTION

1.1 The Town of Addison (TOA) plans to hold a Municipal Election on May 13, 2006 for 3 City Councilmembers at-large in 4 Dallas County voting precincts. The City of Balch Springs (COBS) plans to hold a General Election on May 13, 2006 for City Councilmember Places 2,4,6, a Special Charter Amendment Election, a Bond Election, and a Local Option Election in 12 Dallas County voting precincts. The City of Carrollton (COC) plans to hold a Municipal Election on May 13, 2006 for City Councilmember Places 1,3,5 and 7 in 10 Dallas County voting precincts and 20 Denton County voting precincts. The City of

Cedar Hill (COCdH) plans to hold a General Election for City Councilmember Places 1 and 4 on May 13, 2006 in 9 Dallas County voting precincts and 1 Ellis County voting precinct. The City of Cockrell Hill (COCkH) plans to hold a Municipal Election on May 13, 2006 for City Councilmember Places 1, 2 and a mayoral position in 1 Dallas County voting precinct. The City of Coppell plans to hold a Municipal Election on May 13, 2006 for City Councilmember Places 2,4,6,a mayoral position, a Bond Election, and a Special Election for a Proposition in 9 Dallas County voting precincts and 1 Denton County voting precinct. The City of DeSoto (CODe) plans to hold a General City Election on May 13, 2006 for City Councilmember Places 6 and 7 in 21 Dallas County voting precincts. The City of Duncanville (CODu) plans to hold a Municipal Election on May 13, 2006 for City Councilmember Districts 2, 4,and a mayoral position at-large in 14 Dallas County voting precincts. The City of Farmers Branch (COFB) plans to hold a City Council Election on May 13, 2006 for City Councilmember Places 3 and 5 in 13 Dallas County voting precincts. The City of Glenn Heights plans to hold a Special Recall Election for City Councilmember Place 6 and a General Election on May 13, 2006 for City Councilmember Places 1,2, and 3 in 1 Dallas County voting precinct and 1 Ellis County voting precinct. The City of Grand Prairie (COGP) plans to hold a General Election on May 13, 2006 for City Councilmember Districts 5, 6, one (1) City Councilmember Place 8 at-large, and a Special Election for the consideration of "Sale of Park Land" in 28 Dallas County voting precincts and 1 Ellis County voting precinct. The City of Hutchins (COH) plans to hold a General Election on May 13, 2006 for two (2) City Councilmembers and a mayoral position in 3 Dallas County voting precincts. The City of Irving (COI) plans to hold a General Municipal Election on May 13, 2006 for City Councilmember Places 4, 6,8 and a Special Election for the consideration of "Sports Venue Project including taxation" in 52 Dallas County voting precincts. The City of Lancaster (COL) plans to hold a General Election on May 13, 2006 for City Councilmember Districts 2, 4,6 and a mayoral position in 11 Dallas County voting precincts. The City of Mesquite (COM) plans to hold a Municipal Election on May 13, 2006 for City Councilmember Places 3, 4, and 5 in 36 Dallas County voting precincts. The City of Richardson (COR) plans to hold a Bond Election on May 13, 2006 in 23 Dallas County voting precincts, and 6 Collin County voting precincts. The City of Rowlett (CORw) plans to hold a Bond Election on May 13, 2006 in 7 Dallas County voting precincts and 2 Rockwall County voting precincts. The City of Sachse (COS) plans to hold a Special Charter Amendment Election and a General Election on May 13, 2006 for City Councilmember Places 1 and 2 in 2 Dallas County voting precincts and 2 Collin County voting precincts. The City of Seagoville (COSe) plans to hold a Municipal Election on May 13, 2006 for City

Councilmember Place 1, 3,5, and a Bond Election in 3 Dallas County voting precincts and 1 Kaufman County voting precinct. The Town of Sunnyvale (TOS) plans to hold a General Election on May 13, 2006 for three (3) Councilmembers in 1 Dallas County voting precinct. The City of Wilmer (COW) plans to hold a Municipal Election on May 13, 2006 for two (2) City Councilmembers and a mayoral position, in 1 Dallas County voting precinct.

1.2 The Dallas County Community College District (DCCCD) plans to hold on May 13, 2006 a Board of Trustee's Election for Districts 1 and 7, in 166 Dallas County voting precincts located wholly or partially within the District and Dallas County. The Dallas County Municipal Utility District #6 (DCMUD#6) plans to hold a Board of Directors election for two director positions on May 13, 2006 in 12 Dallas County voting precincts.

1.3 The Carrollton Farmers Branch Independent School District (CFBISD) plans to hold a Board of Education Trustee Election on May 13, 2006 for Places 3 and 4 in 37 Dallas County voting precincts and 16 Denton County voting precincts located wholly or partially within the District. The Cedar Hill Independent School District (CHISD) plans to hold a Board of Education Trustee Election on May 13, 2006 for Places 6 and 7 in 11 Dallas County voting precincts located wholly or partially within the District. The Coppell Independent School District (CpISD) plans to hold a Board of Education Trustee Election on May 13, 2006 for Places 6 and 7 and a Bond Election in 21 Dallas County voting precincts located wholly or partially within the District. The Dallas Independent School District (DISD) plans to hold a Board of Education Trustee Election for Districts 1, 3, and 9 in 203 Dallas County voting precincts located wholly or partially within the District. The DeSoto Independent School District (DeISD) plans to hold a Board of Education Trustee Election on May 13, 2006 for Places 6 and 7 in 23 Dallas County voting precincts located wholly or partially within the District. The Duncanville Independent School District (DuISD) plans to hold a Board of Education Trustee Election on May 13, 2006 for Places 6 and 7 in 32 Dallas County voting precincts located wholly or partially within the District. The Garland Independent School District (GISD) plans to hold a Board of Education Trustee Election on May 13, 2006 for Places 6 and 7 in 63 Dallas County voting precincts located wholly or partially within the District. The Grand Prairie Independent School District (GPISD) plans to hold a Board of Education Trustee Election for Places 5, 6 and 7 on May 13, 2006 in 34 Dallas County voting precincts located wholly within the District. The Irving Independent School District (IISD) plans to hold a Board of Education Trustee Election on May 13, 2006 for Places 3 and 4 in 48 Dallas

County voting precincts located wholly or partially within the District. The Lancaster Independent School District (LISD) plans to hold a Board of Education Trustee Election on May 13, 2006 for Districts 1 and 2 in 8 Dallas County voting precincts located wholly or partially within the District. The Mesquite Independent School District (MISD) plans to hold a Board of Trustee Election on May 13, 2006 for Places 6 and 7 in 48 Dallas County voting precincts located wholly or partially within the District. The Richardson Independent School District (RISD) plans to hold a Board of Education Trustee Election on May 13, 2006 for Places 1 and 2 and a Bond Election in 74 Dallas County voting precincts located wholly or partially within the District. The Sunnyvale Independent School District (SuISD) plans to hold a Board of Education Trustee Election on May 13, 2006 for Places 3,4,and 5 in 1 Dallas County voting precinct located wholly or partially within the District.

1.4 A list of each election precinct or partial election precinct (each precinct unit) involved in the joint election, together with the name of the participating authority holding an election in that precinct unit, and the number of registered voters in that precinct unit, is shown in Attachment "E". The Elections Administrator will forward an updated version of Attachment "E" to each participating authority showing registered voters as of the deadline for registering to vote in the election.

2. ADMINISTRATION

The Dallas County Elections Administrator agrees to coordinate, supervise and handle all aspects of administering the Joint Election in accordance with the provisions of the Texas Election Code and as outlined in this agreement. Each participating authority agrees to pay Dallas County for equipment, supplies, services and administrative costs as outlined in this agreement. The Dallas County Elections Administrator will serve as administrator for the election; however, each participating authority remains responsible for the lawful conduct of their respective election.

3. LEGAL DOCUMENTS

3.1 Each participating authority will be responsible for preparation, adoption and publication of all required election orders, resolutions, notices and any other pertinent documents required by their respective governing bodies.

3.2 DCED will be responsible for making the submission required by the Federal Voting Rights Act of 1965, as amended, with regard to administration of the joint election. A copy of the submission will be furnished to each participating authority. Any other changes which require preclearance by the U.S. Department of Justice will be the responsibility of each participating authority. Preparation of necessary bilingual materials for notices and preparation of the text for the official ballot will also be the responsibility of each participating authority. Each participating authority will provide a copy of their respective election notices and justice submission to the Dallas County Elections Administrator.

4. DIRECT RECORD VOTING SYSTEM/OPTICAL SCAN

4.1 Each participating authority agrees that voting at the joint election will be by use of a direct record and optical scan voting system approved by the Secretary of State in accordance with the Texas Election Code. DCED will be responsible for the preparation of programs and the testing of the direct record system and optical scan system used for tabulating the ballots. Testing of the direct record equipment will be conducted at the Elections Department, 2377 N. Stemmons Frwy, Suite 820, Dallas beginning Thursday, April 27, 2006 at 10:00 am and testing of the optical scan equipment will be conducted at the Election Equipment Warehouse, 1506 East Langdon Road, Hutchins beginning Thursday, May 11, 2006 at 10:00 am, and before ballots are tabulated at the scheduled polling locations listed in Section 13 of this contract and Attachment "B" by the presiding judges. DCED agrees to establish ten (10) regional sites and a central counting station to receive and tabulate the voted ballots and provisional ballots as outlined in Section 9 of this agreement.

4.2 Dallas County agrees to provide direct record tabulators, precinct tabulators and voting booths for the joint election. The Gemini voting booth allocation will be based on providing one (1) Gemini for each 300 registered voters in each election precinct unit, not to exceed six (6) Gemini voting booths in any given precinct unit, __ ADA Terminal(s) per location, not to exceed at any given time eight (8) iVotronics and two(2)Master PEB's per early voting location.

4.3 It is estimated that _____ geminis, _____ precinct tabulators, ____ iVotronics,____ ADA Terminals, and ____ Master PEB's will be needed to conduct the May 13, 2006 Joint Election. The cost of the direct record voting system for the election will be determined by multiplying the total number of iVotronics by $250.00 each, ADA Terminals by $300.00 each, and Master PEB's by $10.00 each. The cost for the use of the gemini voting booths will be $35.00 each. The cost for the use of the precinct tabulators will be $175.00 each (See Attachment "A"). It is agreed by all entities that ADA voting terminals will be used during the Joint Election in accordance with the Help America Vote Act (HAVA), and that the said terminals will be part of the Joint Election Agreement.

5. VOTING LOCATIONS

5.1 The Elections Administrator will select and arrange for the use of and payment for all voting locations, subject to the approval of each participating authority. Voting locations will be, whenever possible, the usual voting locations for the precincts. Voting precincts may be combined by mutual agreement between the participating authorities. The proposed voting locations are listed in Attachment "B" of this agreement. In the event a voting location is not available, the Elections Administrator will arrange for use of an alternate location with the approval of each participating authority affected by the change. DCED will be responsible for submitting any polling location changes to the Department of Justice for pre-clearance. The Elections Administrator will notify each participating authority of any changes from the locations listed in Attachment "B".

5.2 The Elections Administrator will send each participating authority a final version of Attachment "B" which reflects the actual locations to be used on the day of the election.

6. ELECTION JUDGES, CLERKS AND OTHER ELECTION PERSONNEL

6.1 The Elections Administrator will be responsible for the appointment of the presiding judge and alternate for each polling location subject to the approval of each participating authority. The Elections Administrator shall arrange for the training and compensation of all presiding judges and clerks. The proposed election judges are listed in Attachment "C" of this agreement. If a person is unable or unwilling to serve, the Elections Administrator will name a judge for the precinct and notify each participating authority affected by the change.

6.2 In compliance with the Federal Voting Rights Act of 1965, as amended, precincts containing more than 5% Hispanic population, according to the 2000 census statistics, are required to have interpreter assistance. If a presiding judge is not bilingual and is unable to hire a bilingual clerk, the Elections Department may make a recommendation. If the Elections Department is unable to make a recommendation, the participating authorities shall be notified and responsible for providing a recommendation for the precinct.

6.3 The Elections Administrator is responsible for notifying all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the joint election are eligible to serve. The presiding judge, with the Elections Department assistance, will be responsible for insuring the eligibility of each appointed clerk hired to assist the judge in the conduct of the election.

6.4 If a participating authority recommends a person not listed in Attachment "C", and that recommendation conflicts with the recommendation from any of the other entities involved in the election in that precinct, the Elections Administrator will conduct a drawing from the recommendations to determine the election judge. Once a person has been notified of his/her selection as election judge, no changes may be made by any of the participating authorities.

6.5 The Elections Administrator will send joint participants an updated version of Attachment "C" which reflects the names of judges who were sent the letter requesting service for this election. A final version for Attachment "C" which reflects the name of the judges who actually presided on the day of the election will be sent to each participating authority.

6.6 The Elections Department will hold two (2) public schools of instruction on the use of optical scan card voting equipment and election laws on Saturday, May 6, 2006 from 10am - 12pm, and Thursday, May 11, 2006, from 7pm -9pm in the Central Jury Room, George L. Allen County Courthouse, 600 Commerce Street, Dallas. No election judge will be appointed unless he/she has attended an election judge training session taught by the Elections Department in the past eighteen (18) months and on the optical scan and direct record systems. However, participating entities have requested that judges appointed for the joint election should attend one of the two scheduled training sessions.

6.7 The election judges are responsible for picking up election supplies at the time and place determined by the Elections Department (which will be set forth in the election judge letter requesting service for this election). Each election judge will receive $8.00 per hour and each clerk will receive $7.00 per hour (for a maximum of 14 hours). The election judge will receive an additional $25.00 for picking up the election supplies prior to election day and for delivering election returns and supplies to their designated regional drop off site.

6.8 The Elections Administrator will employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies and equipment during the period of early voting and on election day, and for the efficient tabulation of ballots at the central counting station and regional sites. Part-time personnel will be paid an amount agreed to by the participating authorities as outlined in Attachment "A". Part-time personnel working in support of the central counting station and regional sites on election night will receive pay for at least four hours, minimum call for service, regardless of the actual hours worked. (Attachment E)

7. SUPPLIES AND PRINTING

7.1 The Elections Department will arrange for all election supplies and election printing, including, but not limited to, all forms, signs and other materials used by the election judges at the voting locations.

7.2 The Elections Department will provide maps, if necessary, instructions and other information needed to enable the election judges to conduct a proper election.

7.3 Each participating authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which their candidate names and/or proposition(s) in both English and Spanish as they are to appear on the official ballot. The list will be delivered to the Elections Administrator as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating authority will be responsible for proofreading and approving the ballot in so far as it pertains to that authority's candidates and/or propositions.

8. OPTICAL SCAN CARD BALLOTS

8.1 The ballot allocation for this election is based on providing enough ballots in every reporting precinct to handle the same turnout as in comparable elections plus twenty-five percent 25%) of that number, for an original allocation of no less than 25% of the registered voters.

8.2 Ballot allocation for Local Option Election will be allocation in accordance to Sec. 251.37 of the Texas Alcohol and Beverage Code.

8.3 Approximately 10,000 additional ballots will be available for Early Voting By Mail and for use on Election Day to respond to any precinct requesting additional ballots.

9. RETURNS OF ELECTIONS

9.1 The Elections Department will be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

9.2 The participating authorities hereby, in accordance with Section 127.002, 127.003 and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Manager - Bruce R. Sherbet
Dallas County
Elections Administrator

Tabulating Supervisor - _____
ES & S Representative

Presiding Judge - _____
Joint Election Rep.

9.3 The manager or his representative will deliver timely cumulative reports of the election results as precincts are tabulated. The manager will be responsible for releasing cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies or electronic transmittals (where accessible). Dallas County will operate an election result center to release election results in the Health and Human Services Building, 2377 N. Stemmons Frwy, Suite 820, Dallas, Texas. Any participating authority, upon request, may require release of returns be given only at a specified location other than from the result center. Any participating entity that would like the DCED web-site linked to their web-site, must provide their web-site address to the Central Counting Station Manager.

9.4 DCED will prepare the unofficial canvass report after all precincts have been counted, and will deliver a copy of the unofficial canvass to each participating authority as soon as possible after all returns and provisional ballots have been tabulated, but in no event no later than 10:00am Wednesday, May 24, 2006. All participating authorities will be responsible for the official canvass of their respective elections.

9.5 DCED will be responsible for conducting the post election manual recount, unless a waiver is given from the Secretary of State in accordance with Section 127.201 of the Texas Election Code. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office. Each political subdivision must notify the Elections Department if waiver has been granted or denied twenty (20) days before the election.

10. ELECTION EXPENSES

10.1 The participating authorities agree to share the costs of administering the May 13, 2006 Joint Election. A general supervisory fee not to exceed 10% of the total cost of the election shall be assessed as authorized by the Texas Election Code, Sec. 31.100. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on average cost per polling place (unit cost) as determined by adding together the overall expenses and dividing expenses equally among the total number of polling places. Any participants requesting a combination of polling places which exceeds the average cost (Unit Cost), shall be billed directly for any excess expenditures. **The cost of any special request from a participant, which is not agreed upon by all authorities, shall be borne by that participant.** Each participating authority agrees that no participant shall be billed less than minimum of one full unit cost. Each stand alone precinct shall be billed to the requesting entity at no less than twenty-five percent of the cost of a full unit _____. A stand alone precinct is created when two or more entities are located within a precinct and the participating entities are unable to agree upon a common polling place. See Attachment "A".

10.2 The expenses for early voting by mail and personal appearance will be paid equally by each participating authority, unless otherwise amended.

10.3 Final election expenses will be determined within 120 business days after the election. The Elections Administrator will provide each participating authority with a final accounting in writing of all funds deposited into the joint election account and an accounting of all payments from the joint election account.

10.4 If additional funds are needed, the Elections Administrator will bill each participating authority in accordance with the expense formula enumerated herein. Any amount remaining will be refunded accordingly to each participating authority.

11. DEPOSIT OF FUNDS

11.1 Each participating authority agrees to deposit with the Dallas County Treasurer's Office, by no later than Friday, March 24, 2006, a sum equal to 50% of the total estimated cost of election expenses to be paid to Dallas County as administrator of the Joint Election, and the remaining 50% is due by April 14, 2006; however, any participating entity may pay the total sum on or before March 24, 2006. Such funds will be placed in a joint election account to be used by the County for paying expenses as outlined in this agreement. No funds will be expended by Dallas County except for supplies and services outlined in this agreement, or except as may be agreed to, in writing, by each participating authority. No adjustments will be made to deposits for partial withdrawals after contract has been signed by all participating authorities.

11.2 The amounts to be deposited are as follows (calculated on the basis of a cost of $ _____ (per polling place):

	March 24	April 14
TOA	$	$
COBS	$	$
COC	$	$
COCH	$	$
COCkH	$	$
COCp	$	$
CODe	$	$
CODu	$	$
COFB	$	$
COG	$	$
COGH	$	$
COGP	$	$
COH	$	$
COI	$	$
COL	$	$
COM	$	$
COR	$	$
CORW	$	$

	March 24	April 14
COS	$	$
COSe	$	$
TOS	$	$
COW	$	$
DCCD	$	$
DCMUD #6	$	$
CFBISD	$	$
CHISD	$	$
CPISD	$	$
DISD	$	$
DeISD	$	$
DUISD	$	$
GISD	$	$
GPISD	$	$
IISD	$	$
LISD	$	$
MISD	$	$
RISD	$	$
SuISD	$	$
Total deposit	$ _____	

Deposits should be delivered within the mandatory time frame to:

Lisa Hembry
Dallas County Treasurer
303 Records Building
509 Main Street
Dallas, Texas 75202

12. RECORDS OF THE ELECTION

12.1 _____ is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

12.2 Access to the election records will be available to each participating authority as well as to the public in accordance with the Texas Public Information Act, Chapter 552, Government Code, at the Elections Department, 2377 N. Stemmons Frwy, Suite 820, Dallas, Texas, at any time during normal business hours. The Election Administrator shall ensure that the records are maintained in an orderly manner, so that records are clearly identifiable and retrievable per records storage container.

12.3 Under the law created by HB 1580, 79th Regular Session, 2005 which amended Section 66.058 (Texas Election Code), the DCED will retain election records for 60 days. After 60 days DCED will make arrangements to deliver the joint election records to _____. The joint election records will then become the responsibility of _____ for the remainder of the 22 month preservation period. _____will be responsible for the destruction of the joint election records after the preservation period.

13. EARLY VOTING

13.1 Bruce R. Sherbet, Elections Administrator, will be appointed as early voting clerk in compliance with Sections 271.006 of the Texas Election Code. Other deputy early voting judges/clerks will be appointed, subject to the approval of Joint Election participants, as needed to process early voting mail and to conduct early voting at the main location and branch locations. If a participating authority recommends a person not listed in Attachment "D", and that recommendation conflicts with the recommendation from any of the other entities involved in the election in that precinct, the Elections Administrator will conduct a drawing from the recommendations to determine the deputy early voting judge/clerk. Once a person has been notified of his/her selection as deputy early voting judge/clerk, no changes may be made by any of the participating authorities. The recommended deputy early voting judges/clerks for the main and branch early voting locations are listed in Attachment "D".

13.2 Early voting by personal appearance will be conducted on weekdays beginning Monday, May 1, 2006, and continuing through Friday, May 5, 2006, between 8:00am and 5:00pm; Saturday, May 6, 2006 between 8:00 am and 5:00pm; Sunday, May 7, 2006, between 1:00pm and 6:00pm; and Monday, May 8, 2006, through Tuesday, May 9, 2006, between 7:00am and 7:00pm. Any qualified voter for the Joint Election may vote early by personal appearance at either the main early voting location or at any one of the branch locations.

MAIN EARLY VOTING POLLING PLACE

DALLAS COUNTY RECORDS BUILDING
509 Main Street
Dallas 75202

BRANCH EARLY VOTING POLLING PLACES

ADDISON FIRE STATION
4798 AIRPORT PKWY
ADDISON, TEXAS 75240

BARBARA BUSH MIDDLE SCHOOL
515 COWBOYS PKWY
IRVING, TEXAS 75063

BALCH SPRINGS CITY HALL
3117 HICKORY TREE RD
BALCH SPRINGS, TEXAS 75180

THE BRADFORD AT LINCOLN PARK
8221 N. CENTRAL EXPWY
DALLAS, TEXAS 75225

BRANCH EARLY VOTING POLLING PLACES cont.

CARROLLTON-FARMERS BRANCH ISD
1445 N. PERRY
CARROLLTON, TEXAS 75006

CEDAR HILL ISD ADMIN. BUILDING
270 S. HWY 67
CEDAR HILL, TEXAS 75104

COCKRELL HILL CITY HALL
4125 W. CLARENDON
DALLAS, TEXAS 75211

COPPELL TOWN CENTER
255 W. PARKWAY BLVD.
COPPELL, TEXAS 75019

DALLAS COUNTY MUNICIPAL UTITLTY DIST.6
13503 ALEXANDER RD
BALCH SPRINGS, TEXAS 75180

DALLAS FIRST ASSEMBLY
11000 E. NORTHWEST HWY
DALLAS, TEXAS 75238

DALLAS ISD ADMIN BUILDING
3700 ROSS AVENUE
DALLAS, TEXAS 75204

DESOTO TOWN CENTER LIBRARY
211 E PLEASANT RUN
DESOTO, TEXAS 75115

DUNCANVILLE LIBRARY
201 JAMES COLLINS
DUNCANVILLE, TEXAS 75116

DUNFORD RECREATION CENTER
1015 GREEN CANYON
MESQUITE, TEXAS 75150

FARMERS BRANCH CITY HALL
13000 WILLIAM DODSON
FARMERS BRANCH, TEXAS 75234

FRETZ PARK RECREATION CENTER
6950 BELT LINE
DALLAS, TEXAS 75240

GARNER ELEMENTARY
145 POLO ROAD
GRAND PRAIRIE, TEXAS 75052

GISD STUDENT SERVICE CENTER
720 STADIUM DR
GARLAND, TEXAS 75040

GLENN HEIGHTS CITY HALL
1938 S. HAMPTON RD
GLENN HEIGHTS, TEXAS 75154

GRAND PRAIRIE DEVELOPMENT CENTER
206 W CHURCH
GRAND PRAIRIE, TEXAS 75050

HARRY STONE RECREATION CENTER
2403 MILLMAR
DALLAS, TEXAS 75228

HUTCHINS CITY HALL
321 N. MAIN
HUTCHINS, TEXAS 75141

IRVING ARTS CENTER
3333 N MACARTHUR
IRVING, TEXAS 75062

IRVING CITY HALL
825 W IRVING BLVD
IRVING, TEXAS 75060

JOSEY RANCH LIBRARY
1700 KELLER SPRINGS
CARROLLTON, TEXAS 75006

LANCASTER RECREATION CENTER
1700 VETERANS MEMORIAL PKWY
LANCASTER, TEXAS 75134

MARTIN LUTHER KING CORE BUILDING
2922 MARTIN LUTHER KING JR BLVD
DALLAS, TEXAS 75215

NORTHWAY BAPTIST CHURCH
3877 WALNUT HILL LN
DALLAS, TEXAS 75229

RICHARDSON CIVIC CENTER
400 W ARAPAHO
RICHARDSON, TEXAS 75080

ROWLETT CITY HALL ANNEX
4004 MAIN
ROWLETT, TEXAS 75030

SACHSE CITY HALL
5560 HWY 78
SACHSE, TEXAS 75048

SANDY JACOBS GOVERNMENT CENTER
1029 W ROSEMEADE
CARROLLTON, TEXAS 75007

SEAGOVILLE CITY HALL
702 N HWY 175
SEAGOVILLE, TEXAS 75159

SUNNYVALE CITY HALL
127 COLLINS RD.
SUNNYVALE, TEXAS 75182

BRANCH EARLY VOTING POLLING PLACES cont.

VETERANS MEDICAL CENTER(MAIN LOBBY) 4500 S LANCASTER DALLAS, TEXAS 75216	WILMER COMMUNITY CENTER 101 DAVIDSON PLAZA WILMER, TEXAS 75172

13.3 All requests for early voting ballots by mail that are received by participating authorities will be transported by runner on the day of receipt to the Dallas County Elections Department, 8th Floor, Health and Human Service Building, 2377 N. Stemmons Frwy, Dallas, Texas 75207 for processing. Persons voting by mail will send their voted ballots to the Dallas County Elections Department.

13.4 All early voting ballots will be prepared for counting by an Early Voting Ballot Board appointed in accordance with Section 87.001 of the Texas Election Code. Each participating authority will appoint one member to the board/committee and will notify the Dallas County Elections Administrator of the person's name, telephone number and address no later than March 30, 2006. The participating authorities agree to appoint June Rentmeester as presiding judge and Chorsia Davis as alternate judge of the early voting ballot board.

13.5 A signature verification committee will be appointed in accordance with Section 87.027 of the Texas Election Code. A list of the members of the signature verification committee will be furnished to each participating authority.

14. ELECTION REPORTS

14.1 The Election Administrator will be responsible for ensuring the delivery of the reports titled Early Voting Daily Vote Totals and Daily Early Voter Listing (Alphabetical by precinct) to each participating authority each day of Early Voting for the previous day's voting activity. On the day after the conclusion of Early Voting, a Daily Early Voter Listing by precinct report inclusive of all days of Early Voting is to be delivered to each participating authority. When possible, the Early Voters' reports will be delivered by electronic means via e-mail, facsimile, or website.

15. RUNOFF ELECTION

15.1 In the event a runoff is necessary, the agreement will automatically be extended to cover the runoff, unless a participating authority states in writing before Monday, May 15, 2006 that it does not wish to participate in a joint runoff. The Elections Administrator will provide each participating authority in the joint runoff election with an estimate of funds to be deposited in a special joint runoff election account. The funds must be deposited no later than five (5) days after the runoff estimate figures are received from the Elections Administrator.

16. CONTRACT WITHDRAWAL

16.1 Any participating authority that certifies their election in accordance with Section 2.051, 2.052 and 2.053 of the Texas Election Code, may withdraw from the joint election contract. Any expenditure incurred prior to withdrawal shall be billed separately and that contracting authority shall be removed from the contract. An addendum to the contract shall be provided to the remaining participants no later than five (5) days after notification of all intents to withdraw have been received by the Elections Administrator.

17. NOTICE

17.1 Whenever this agreement requires any consent, approval notice, request or demand, it must be in writing to be effective and shall be delivered to the party intended to receive it as shown below:

If to the Elections Administrator:

Bruce R. Sherbet
Dallas County Elections Administrator
Elections Department - Eighth Floor
Health and Human Service Building - 2377 N. Stemmons Frwy
Dallas, Texas 75207
(214)819-6300

If to the Participants:

Carmen Moran, (TOA)
Town Secretary
5300 Beltline Road
Addison, Texas 75240
(972) 450-7018

Frankie Lee, (COCdH)
City Secretary
502 Cedar Street
Cedar Hill, Texas 75104
(972) 291-5100 ext. 1018

Anell Shipman, (CODe)
City Secretary
211 E. Pleasant Run Rd, Ste A
DeSoto, Texas 75115
(972) 230-9646

Ranette Larsen, (COG)
City Secretary
200 N. Fifth Street
Garland, Texas 75040
(972) 205-2404

Janis Daniels, (COH)
City Secretary
321 N. Main Street
Hutchins, Texas 75141
(972) 225-6121

Cindy Gross (COBS)
City Secretary
3117 Hickory Tree Rd.
Balch Springs, Texas 75180
(972)557-6066

John Hubbard, (COCkH)
City Secretary
4125 W. Clarendon Dr.
Dallas, Texas 75211
(214) 330-6333

Jeanne Fralicks, (CODU)
City Secretary
203 E. Wheatland Road
Duncanville, Texas 75116
(972) 780-5004

Othell Murphree (COGH)
City Secretary
1938 S. Hampton Rd.
Glenn Heights, Texas 75154
(972) 223-1690 ext. 203

Janice Carroll, (COI)
City Secretary
825 W. Irving Blvd
Irving, Texas 75060
(972) 721-2605

Ashley Mitchell,(COC)
City Secretary
1945 Jackson Rd.
Carrollton, Texas 75006
(972) 466-3021

Libby Ball, (COCp)
City Secretary
255 Parkway Blvd.
Coppell, Texas 75019
(972) 304-3670

Cindee Peters, (COFB)
City Secretary
13000 William Dodson PKWY
Farmers Branch, Texas 75234
(972) 919-2503

Cathy DiMaggio (COGP)
City Secretary
317 W. College
Grand Prairie, Texas 75050
(972) 237-8039

Dolle Shane, (COL)
City Secretary
211 N. Henry St.
Lancaster, Texas 75146
(972) 218-1112

Judy Womack, (COM)
City Secretary
1515 N. Galloway
Mesquite, Texas 75149
(972) 216-6401

Terry Smith, (COS)
City Secretary
5560 Hwy 78
Sachse, Texas 75048
(972) 495-1212 ext. 23

Crystol Birdwell, (COW)
City Secretary
128 N. Dallas Ave
Wilmer, Texas 75172
(972) 441-6373

Mark Hyatt, (CFBISD)
Asst. Supt. of Support Svcs
1445 N. Perry Rd
Carrollton, Texas 75006
(972) 466-6104

Dr. Kenya Newhouse, (DISD)
Executive Director-Board Svcs
3700 Ross Avenue, Box 1
Dallas, Texas 75204
(972) 925-3741

James A. Smith, (GISD)
Assistant Superintendent
for Business Operations
501 S. Jupiter
Garland, Texas 75042
(972) 487-3101

Joyce Brein, (LISD)
Asst. to Superintendent
1201 N. Dallas Ave.
Lancaster, Texas 75146
(972) 227-4141

Seth Adams, (SISD)
Supt. of Schools
417 E. Tripp Rd
Sunnyvale, Texas 75182
(972) 226-5974

Pamela Schmidt, (COR)
City Secretary
411 Arapaho
Richardson, Texas
(972) 744-4290

Rosa Rios, (COSe)
City Secretary
702 N. Hwy 175
Seagoville, Texas 75159
(972) 287-2050 ext.123

David Hay (DCCCD)
Legal Asst./Election Admin.
701 Elm St.
Dallas, Texas 75202
(214) 860-2373

Kim Lewis, (CHISD)
Associate Superintendent
270 S. HWY. 67
Cedar Hill, Texas 75104
(972) 291-1581 ext. 223

Sharon Price, (DeISD)
Assistant Superintendent
Admin. and Operations
200 E. Beltline Road
DeSoto, Texas 75115
(972) 223-6666 ext.214

Dave Crittenden (GPISD)
Buyer-Purchasing Dept
2602 S. Beltline Rd
Grand Prairie, Texas 75052
(972) 237-5592

Michael Coffey, (MISD)
Assistant Superintendent
Administrative Services
405 East Davis
Mesquite, Texas 75149
(972) 882-7313

Susie Quinn, (CORw)
City Secretary
4000 Main Street
75080 Rowlett, Texas 75088
(972) 412-6109

Anne Harrison, (TOS)
City Secretary
127 Collins Road
Sunnyvale, Texas 75182
(972) 226-7177

Don Hamon (DCMUD #6)
General Manager
1506 Alexander Rd.
Balch Springs, Texas 75180
(972) 286-4477

Kay Ryon, (CpISD)
Secretary to Superintendent
200 S. Denton Tap Road
Coppell, Texas 75019
(214) 496-8002

Jim Schiele, (DUISD)
Assistant Superintendent
802 S. Main
Duncanville, Texas 75137
(972) 708-2011

Bill Althoff, (IISD)
Assistant Superintendent
of Support Services
2621 West Airport Frwy
Irving, Texas 75062-6020
(972) 215-5400

Judy Whitenton, (RISD)
Exec Asst. to Asst. Supt
Of Finance
400 S. Greenville Ave.
Richardson, Texas 75080
(469) 593-0331

17. MAY 13, 2006 JOINT CONTRACT ACCEPTANCE AND APPROVAL

RECOMMENDED FOR APPROVAL BY:

BRUCE R. SHERBET,
DALLAS COUNTY ELECTIONS ADMINISTRATOR

COUNTY DISTRICT ATTORNEY:

MOIRA SCHILKE,
STAFF ATTORNEY

ACCEPTED AND AGREED TO BY THE TOWN OF ADDISON:

APPROVED AS TO FORM:

RON WHITEHEAD,
CITY MANAGER

ATTEST:

CARMEN MORAN,
TOWN SECRETARY

Council Agenda Item: #2e

SUMMARY:

We are recommending that the Council award an annual contract to Tru Green Landcare totaling $59,091.50 for seasonal color bed planting.

FINANCIAL IMPACT:

Budgeted Amount: **$68,000.00**

Cost: **$59,091.50**

This is a budgeted item in the parks operations budget. The four bids received are summarized on the attached bid tabulation sheet. It is an annual contract with the option of extending it for two additional one-year terms, under the same terms and conditions, provided that the extensions are acceptable to the town and the contractor.

BACKGROUND:

The contract is for planting seasonal color throughout the town's parks, residential entry ways, municipal buildings and street medians. Lawns of Dallas held this contract for the previous three years, but the contract was not renewable this year. The scope of this contract includes a winter (primarily pansies) and summer change out for all beds in town, and one early spring and early fall change for Town Hall and the Conference and Theatre Centre. The scope of services was reduced by discontinuing the early spring and fall plantings in other areas of town, because staff found that the summer and winter color will thrive without the interim planting. Additionally, the early spring and early fall changes were short lived due to a narrow window of optimal temperature ranges.

The cost per square foot for the present contract with Lawns of Dallas is $2.40 per square foot. This contract breaks down to $3.21 per foot. The contract prior to the present contract four years ago was $3.16 per foot. Staff attributes the cost difference to higher gas prices, smaller quantities of plants and a very low bid that Lawns of Dallas did the work for during the last three years.

RECOMMENDATION:

After visiting with Tru Green and looking at their operations in Lewisville, staff is comfortable with their ability to do a good job for Addison. Staff recommends approval.

Seasonal Color Bed Planting and Maintenance, Annual Contract
Bid No. 06-04

DUE: January 18, 2006

2:00 PM

BIDDER	Signed	Bid Bond	Total Bid
Tru Green Landcare	y	y	$59,091.50
Yellow Rose Landscape Services	y	y	$61,943.63
Lawns of Dallas	y	n	$71,356.45
The Brickman Group, Ltd.	y	y	$75,648.00

Shanna N. Sims

Shanna N. Sims, Strategic Services Manager

Katie H. Roller

Witness

Council Agenda Item: #2f

SUMMARY:

This item is an amendment to the Town of Addison Code of Ordinances, Section 78-165, which section designates certain parking and permitted parking areas, by removing the 14000 block of Celestial Place from the table allowing stopping, standing and parking of vehicles, so that no stopping, standing or parking of vehicles shall be allowed within the 14000 block of Celestial Place.

FINANCIAL IMPACT:

Budgeted Amount: $0.00

Cost: $0.00

This action requires no Town funding

BACKGROUND:

Celestial Place is the only street in the Bellbrook area where on street parking is permitted. The only restriction to parking on Celestial Place is between the hours of 2:00 a.m. and 6:00 a.m. Removing Celestial Place from Section 78-165 of the Code of Ordinances will prohibit any on street parking on Celestial Place, and make it consistent with all other streets in the Bellbrook area.

RECOMMENDATION:

Staff recommends this amendment removing Celestial Place from Section 78-165 of the Code of Ordinances.

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING SECTION 78-165 OF THE CODE OF ORDINANCES OF THE TOWN, WHICH SECTION DESIGNATES CERTAIN NO PARKING AND PERMITTED PARKING AREAS, BY REMOVING THE 14000 BLOCK OF CELESTIAL PLACE FROM THE TABLE ALLOWING THE STOPPING, STANDING OR PARKING OF VEHICLES, SO THAT NO STOPPING, STANDING OR PARKING OF VEHICLES SHALL BE ALLOWED WITHIN THE 14000 BLOCK OF CELESTIAL PLACE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

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

Section 1. Amendment. Chapter 78 ("Traffic and Vehicles") of the Code of Ordinances (the "Code") of the Town of Addison, Texas (the "City") is hereby amended in the following particulars, and all other chapters, articles, sections, paragraphs, sentences, phrases, and words of the Code are not amended but are hereby:

A. Section 78-165 of the said Chapter 78 is hereby amended to remove from the table set forth in subsection (b) thereof the reference to the 14000 block of Celestial Place and the allowed stopping, standing and parking of vehicles on that portion of the street other than between the hours of 2:00 a.m. to 6:00 a.m., so as to prohibit at all times the stopping, standing and parking of vehicles on the 14000 block of Celestial Place. In accordance therewith, Section 78-165 is amended to read as follows:

Sec. 78-165. Designation of no parking and permitted parking areas.

(a) No stopping, standing or parking of vehicles shall be allowed at the following locations: On all public streets within the town limits of the town.

(b) Notwithstanding the provisions of subsection (a) of this section, stopping, standing or parking shall be allowed at the following locations, except during the following stated times:

TABLE INSET:

Street	Extent	Prohibited Times
Addison Circle	4800—5100	2:00 a.m. to 6:00 a.m.
Azure Lane	3800—4200	2:00 a.m. to 6:00 a.m.

Bedivere Court	14700	2:00 a.m. to 6:00 a.m.
Bentwater Court	14000	2:00 a.m. to 6:00 a.m.
Beau Park Lane	14500—14700	2:00 a.m. to 6:00 a.m.
Bobbin Lane	4000	2:00 a.m. to 6:00 a.m.
Brookwood Lane	3700—4000	2:00 a.m. to 6:00 a.m.
Brookwood Lane	14500—14700	2:00 a.m. to 6:00 a.m.
Buckingham Court	14700	2:00 a.m. to 6:00 a.m.
Canot Lane	3800	2:00 a.m. to 6:00 a.m.
Camden Lane	3700	2:00 a.m. to 6:00 a.m.
~~Celestial Place~~	~~14000~~	~~2:00 a.m. to 6:00 a.m.~~
Chancey Street	14000	2:00 a.m. to 6:00 a.m.
Chatham Court Drive	3700—3900	2:00 a.m. to 6:00 a.m.
Dome Drive	4000	2:00 a.m. to 6:00 a.m.
Heritage Lane	14000	2:00 a.m. to 6:00 a.m.
Lakecrest Drive	14000	2:00 a.m. to 6:00 a.m.
Lakeview Court	3800	2:00 a.m. to 6:00 a.m.
Lakeway Court	3700—3900	2:00 a.m. to 6:00 a.m.
Leadville Place	4100	2:00 a.m. to 6:00 a.m.
Lexus Avenue	14000	2:00 a.m. to 6:00 a.m.
LeGrande Drive	14700--14900	2:00 a.m. to 6:00 a.m.
Les Lacs Avenue	14800	2:00 a.m. to 6:00 a.m.
Lochinvar Court	14700	2:00 a.m. to 6:00 a.m.
Lochinvar Drive	14700	2:00 a.m. to 6:00 a.m.
Maiden Court	14700	2:00 a.m. to 6:00 a.m.
Meadowcreek Circle	3700—3900	2:00 a.m. to 6:00 a.m.
Mildred Street	4800—5000	2:00 a.m. to 6:00 a.m.
Morman Lane	3900—4000	2:00 a.m. to 6:00 a.m.
Morris Avenue	4900—5100	2:00 a.m. to 6:00 a.m.
Oaks North Drive	14800—15000	2:00 a.m. to 6:00 a.m.
Oaks North Place	14800	2:00 a.m. to 6:00 a.m.
Old Town Road	4000	2:00 a.m. to 6:00 a.m.
Paladium Drive	14800	2:00 a.m. to 6:00 a.m.
Park Place	3700—3900	2:00 a.m. to 6:00 a.m.
Plage Lane	14000	2:00 a.m. to 6:00 a.m.
Pokolodi Circle	4100	2:00 a.m. to 6:00 a.m.
Proton Drive	14800	2:00 a.m. to 6:00 a.m.

Quorum Drive	15450—15750	2:00 a.m. to 6:00 a.m. (west and east sides of street)
Ridgelake Court	3800	2:00 a.m. to 6:00 a.m.
Rive Lane	3900—4200	2:00 a.m. to 6:00 a.m.
Rush Circle	4100	2:00 a.m. to 6:00 a.m.
Sherlock Drive	14700	2:00 a.m. to 6:00 a.m.
Sherry Lane	4000	2:00 a.m. to 6:00 a.m.
Sopras Circle	14800	2:00 a.m. to 6:00 a.m.
Trafalgar Court	14900	2:00 a.m. to 6:00 a.m.
Vintage Lane	14000	2:00 a.m. to 6:00 a.m.
Waterford Drive	3700—3900	2:00 a.m. to 6:00 a.m.
Waterside Court	3700—3900	2:00 a.m. to 6:00 a.m.
Waterview Circle	14000	2:00 a.m. to 6:00 a.m.
Wayside Court	14000	2:00 a.m. to 6:00 a.m.
Weller Run Court	3800	2:00 a.m. to 6:00 a.m.
Winter Park Lane	4000	2:00 a.m. to 6:00 a.m.
Woodshadow Lane	14500—14700	2:00 a.m. to 6:00 a.m.
Woodshadow Lane	3700	2:00 a.m. to 6:00 a.m.

Section 2. Savings. This Ordinance shall be cumulative of all other ordinances of the City 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 3. Severability. The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance 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 portion of this Ordinance, and the City Council hereby declares that it would have passed such remaining portion of this Ordinance despite such invalidity, which remaining portion shall remain in full force and effect.

Section 4. Effective Date. This Ordinance shall become effective from and after its passage, and any publication as may be required by law.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this ___ day of _____, 2006.

_____
Joe Chow, Mayor

ATTEST:

By:_____
Carmen Moran, City Secretary

APPROVED AS TO FORM:

By:_____
Ken Dippel, City Attorney

Council Agenda Item: #2g

SUMMARY:

This item is to increase our current contract with Nortex Concrete Lift and Stabilization, Inc. up to $45,610.55 (25%), for additional raising and undersealing concrete pavement on Midway Road.

FINANCIAL IMPACT:

Budgeted Amount:	$250,000
Original Contract:	$182,442.19
Requested Increase:	$45,610.55
Total:	$228,052.74

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.

On December 13, 2005, Council awarded a contract to Nortex to inject 52,577 pounds of high-density polyurethane material under the concrete pavement at various locations on north Midway Road. This contract was for $182,442.19.

To determine the cost of lifting and stabilizing a section or roadway we multiply the slabs (11'x 20') to be lifted by the estimated pounds of material to be injected under each slab. We then multiply that number by the estimated cost per pound. On previous projects we used approximately 69 pounds of material per slab. Our current project is taking 96 pounds of material per slab. We simply have larger voids under Midway Road in the area of our current project, and are seeking additional funding for its completion.

State law permits contract increases up to 25% of the original contract price.

RECOMMENDATION:

Staff recommends increasing our current contract with Nortex Lift and Stabilization, Inc. by an amount up to, but not to exceed $45,610.55 (25%), to a total of $228,052.74.

Council Agenda Item: #2h

SUMMARY: Consideration of a resolution authorizing the City Manager to amend the advertising contract with Krause Advertising to increase the monthly retainer from $15,000 to $18,000 to provide marketing consultation, creative ad production services, administrative and account oversight for the Town's marketing and special events initiatives.

FINANCIAL IMPACT:

Budgeted Amount: $207,000

Cost: $15,000 per month for Krause's services for three months; $18,000 per month for nine months

Any outside suppliers engaged by Krause on behalf of the Town will be invoiced by Krause and billed to the Town with a 17.65% mark-up.

Town will reimburse at cost any services such as courier, freight, postage, long distance or similar expenditures incurred for Town.

BACKGROUND: In July 2003 staff solicited proposals from area advertising firms to provide creative and marketing services to the Town. As a result of that process, Krause Advertising was selected to provide creative and marketing services for the Town. The terms of the agreement were for a two-year period with an option to renew for an additional two years. The agreement also provided that should new events be created or a significant change in the proposed marketing initiatives occurs, either party had the opportunity to review the fee structure. The proposed fee reflects the marketing initiatives for the 2006-2007 year.

Staff has been very pleased with Krause's work and their ability to address the variety of events and the other marketing elements that comprise the Town's marketing program. The new fee will be effective January 1. The total cost for Krause's services for a 12-month period October 2005 to September 2006 is $207,000.

RECOMMENDATION:

Staff recommends approval.

STATE OF TEXAS §
§
COUNTY OF DALLAS §

FIRST AMENDMENT TO ADVERTISING AGREEMENT

This First Amendment to Advertising Agreement ("First Amendment") is made as of February 14, 2006 by and between the Town of Addison, Texas (the "Town") and Krause Advertising ("Krause").

WHEREAS, the Town and Krause have previously entered into an agreement entitled "Advertising Agreement" (the "Agreement") dated January 11, 2005 regarding creative and marketing services provided by Krause to the Town; and

WHEREAS, the Agreement provides for the payment of a Monthly Fee (so called in the Agreement) by the Town to Krause for the services of Krause, the amount of which was based on the initiatives outlined in the Town's marketing and special events agendas as set forth in Exhibit A to the Agreement; and

WHEREAS, the Agreement further provides that if a new event is created or a significant increase in the marketing budget occurs, the Town and Krause agreed to discuss an adjustment to the Monthly Fee; and

WHEREAS, the Town's marketing initiatives for the Town's 2005-2006 fiscal year have increased, and the Town and Krause desire to amend the Agreement to increase the amount of the Monthly Fee as set forth herein.

NOW, THEREFORE, for and in consideration of the above and foregoing premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the Town of Addison, Texas and Krause Advertising do contract and agree as follows:

Section 1. Incorporation of Premises. The above and foregoing premises are true and correct and are incorporated herein in their entirety.

Section 2. Amendment. The Monthly Fee (as identified and described in the Agreement) for the services of Krause is hereby increased from $15,000.00 to $18,000.00. This amended Monthly Fee shall be in effect only from January 1, 2006 through September 30, 2006.

Section 3. Terms. Except as otherwise provided herein, all terms used herein shall have the same meanings assigned to them in the Agreement.

Section 4. No Other Amendments. Except to the extent modified or amended herein, all other terms, conditions, standards, and obligations of the Agreement shall remain unchanged and in full force and effect.

Section 5. Authority to Execute. The undersigned officers and/or agents of the Town and Krause hereto are the properly authorized officials and have the necessary authority to execute this First Amendment on behalf of each of the respective parties, 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.

Section 6. Effective Date. This First Amendment shall be deemed effective as of the date first set forth above.

IN WITNESS WHEREOF, the undersigned hereto have executed this First Amendment to Advertising Agreement as of the day and year first written above.

TOWN OF ADDISON, TEXAS	**KRAUSE ADVERTISING**
By:_____	By:_____
Ron Whitehead, Town Manager	Printed Name:_____
	Title:_____

KRAUSE

#2h-3

Town of Addison
2006 Marketing Program

Project Account Mgmt/Creative Services*

Account Management
- Account planning
- General meetings with Town and Town partners
- File/image requests
- Marketing consultation

Addison Direct
- Revise 2 versions of hotel vouchers

Hotel Advertising
- Update ad and prepare publication materials for 2 publications

Restaurant Ads – Newspaper
- Production of 20 DMN ads (copy, layout, upload to DMN); no new ads

Restaurant Ads - Other Pubs
- 20 magazine/directory insertions (e.g. Travel Host, DOVG, DFW Tourism Guide)

Collateral
- Update hotel brochure (includes copy/layout revisions, final production files)
- Update restaurant brochure (includes copy/layout revisions, final production files)
- Update tear-off restaurant map (includes copy/layout revisions, final production files)
- Create summer events rack brochure (includes copy/layout, final production files)
- Create special events rack brochure (includes copy/layout, final production files)
- Update meeting planner's guide (includes copy/layout revisions, final production files)
- Design for generic kiosk for placement in-between major special events

Web Advertising
- General consultation for Town of Addison web site (architecture, navigation)

Holiday Open House Invitation

North Texas Jazz Festival
• Print ads – multiple sizes, flier, program, press kit cover design, DVD label design (if appropriate), kiosk design

Play in May
• Print ad and flier

Taste Addison
• Print ad – multiple sizes, Quick rack card (if appropriate), flier, poster, radio/tv copy, t-shirt artwork, free admission tickets, parking passes, lanyards, VIP invitations, tasty bucks, soda can artwork, Pepsi coupon, kiosk design, press kit cover design, DVD label design

From Texas to Tuscany
• Print ads, kiosk design

Kaboom Town!
• Print ad – multiple sizes, parking pass, VIP invite, flier, press kit cover design, DVD label design, kiosk design (Summer Series)

July Jazz
• Print ad, flier, kiosk design (Summer Series)

Symphonic Saturdays
• Flier, kiosk design (Summer Series)

Pepsi KidAround
• Resize ad from sponsor agency,

Addison Oktoberfest
• Plastic cup artwork, print ad – multiple sizes, Quick rack card (if appropriate) flier – 2 sizes, poster, coaster, radio/tv copy, t-shirt artwork, free admission tickets, parking passes, lanyards, VIP invitations, kiosk design, press kit cover design, DVD label design

Shakespeare Festival/Bookworm Bash/Winefest
• Kiosk design

STATE OF TEXAS §
§
COUNTY OF DALLAS §

ADVERTISING AGREEMENT

This Advertising Agreement ("Agreement") is made as of January, 2005 by and between the Town of Addison, Texas (the "Town") and Krause Advertising ("Krause").

WHEREAS, the Town is a Texas home rule municipality operating under and pursuant to article 11, section 5 of the Texas Constitution, the laws of the State of Texas, and its Home Rule Charter; and

WHEREAS, Krause is a corporation doing business in the State of Texas; and

WHEREAS, the Town and Krause desire to enter into this Agreement setting forth the terms and conditions under which Krause will provide to the Town advertising services on a non-exclusive basis.

NOW, THEREFORE, for and in consideration of the above and foregoing premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the Town of Addison, Texas and Krause Advertising do contract and agree as follows:

1. Incorporation of Premises. The above and foregoing premises are true and correct and are incorporated herein in their entirety.

2. Term. Subject to the earlier termination of this Agreement as provided for herein and subject to the annual appropriation of funds by the Town to make payments under this Agreement, this Agreement shall be in effect for a period of two (2) years, beginning on January 1, 2005 and ending on December 31, 2006. If funds to make any payment or payments under this Agreement during the said Term are not appropriated by the Town, this Agreement shall terminate.

3. Services. Krause shall provide to the Town, and to the Town's satisfaction, advertising services in any and all fields of advertising (the "Services") as the Town may request from time to time, in the Town's sole discretion and including, without limitation, the items outlined in Exhibit A (entitled "Krause Creative for FY 2005") attached hereto and incorporated herein. In connection with the provision of such Services, Krause shall comply with all applicable federal, state and local laws, rules and regulations.

In providing the Services, Krause may from time to time receive information from the Town that is incorporated by Krause into its work; as to such information, Krause assumes no responsibility for its accuracy, and to the extent such information is accurately incorporated into Krause's work, Krause shall not be responsible for any claims in connection therewith.

4. Compensation. For the Services provided by Krause, the Town shall pay Krause in accordance with the following:

(a) A monthly fee of $15,000 ("Monthly Fee"), which will cover all internal agency labor in performance of account service, marketing consultation, creative ad production

services, administrative and account oversight. This Monthly Fee is based on the initiatives as outlined in the Town's marketing and special events agendas as outlined in the attached Exhibit A. In the event a new event be created or a significant increase in the marketing budget occur, both parties may discuss adjusting the fee accordingly.

(b) All scans, photography, illustration, printing, and any other outside suppliers engaged by Krause on the Town's behalf and with the Town's prior consent will be invoiced to Krause and billed to the Town with an effective 17.65% mark-up in accordance with the terms hereof.

(c) Krause will receive reimbursement at cost for outlays made by Krause for courier, freight, postage, long distance and similar expenditures incurred by Krause for the Town in accordance with the terms hereof.

5. Billing.

(a) Krause shall submit to the Town, on the last day of each month during the Term hereof and beginning with January 31, 2005, an invoice for the Monthly Fee.

(b) Krause shall submit to the Town, on or before the fifth day of each month, a detailed statement in writing of all costs and expenses authorized pursuant to this Agreement and incurred by Krause during the immediately preceding month (the first such statement, for the month of January, 2005, being due on or before February 5, 2005, and the last such statement due on or before January 5, 2007).

(c) Each such invoice and statement shall include (i) a description of the work performed for the month preceding the date of the invoice and statement, (ii) time reports for that month for all Krause personnel who work under this Agreement, (iii) true and correct copies of any and all receipts, invoices, and other documents and materials in support of the invoice and statement, and (iv) any such additional documents or materials as the Town may request in connection with the invoice and statement and/or the compensation paid to Krause.

(d) The Town shall pay the Monthly Fee set forth in the invoice and all costs and expenses properly incurred by Krause and set forth in the statement within thirty (30) days following the Town's receipt of the invoice and statement.

(e) The obligations of the parties extending into January, 2007 shall survive the expiration of this Agreement.

6. 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 90 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 Krause shall be and become the property of

the Town, and Krause shall promptly deliver such items to the Town. Krause shall be paid for all work satisfactorily completed prior to the effective date of said termination.

(b) *With cause*. If Krause, Krause'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 Krause. 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 Krause shall be and become the property of the Town and Krause shall promptly deliver such items to the Town. Krause shall be paid for all work satisfactorily completed prior to the effective date of such termination.

7. Entire Agreement and Modification. This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. Krause 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. Krause specifically acknowledges that in entering into and executing this Agreement, it relies solely upon the provisions contained in this Agreement and no others.

8. Assignment. Inasmuch as this Agreement is intended to secure the specialized services of Krause, Krause 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.

9. 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.

10. 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.

11. Independent Contractor. Krause 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 Krause performs the services which are the subject matter of the Agreement; provided, however, that the Services to be provided by Krause shall be provided in a manner consistent with all applicable standards and regulations governing such Services.

12. Insurance; Indemnity.

(a) Krause, at its own expense, shall purchase, maintain and keep in force such insurance as described and in the minimum amounts set forth below:

(i) Commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000 each occurrence, which shall include coverages for bodily injury (including, without limitation, death) and property damage, and particularly for liability arising from premises operations, independent contractors, products/completed operations, personal injury, advertising injury, and contractual liability (including, without limitation, the liability assumed under the indemnity provisions of this Agreement). If such CGL insurance contains a general aggregate limit, it shall apply separately to the Work under this Agreement.

(ii) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned and hired car coverage.

(iii) Worker's compensation insurance through an insurance company licensed to do business in Texas or, if qualified by law, through self-insurance.

The above policies shall be endorsed to provide the following, as applicable: (i) in all liability policies, name the Town of Addison, Texas as an additional insured; (ii) in all liability policies, provide that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of activities conducted hereunder, and that insurance applies separately to each insured against whom claim is made or suit is brought; and (iii) a waiver of subrogation in favor of the Town of Addison must be included in all such policies. All insurance policies shall be issued by an insurance company with an A.M. Best's rating of not less than A- and authorized to do business in Texas and in the standard form approved by the Texas Department of Insurance, and shall be endorsed to provide for at least 30 days advance written notice to the Town of a material change in or cancellation of a policy. Certificates of insurance, satisfactory to the Town, evidencing all coverage above, shall be furnished to the Town prior to January 31, 2005, with complete copies of policies furnished to the Town upon request. The Town reserves the right to review and revise from time to time the types of insurance and limits of liability required herein.

(b) (i) KRAUSE AGREES TO AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS, ITS OFFICERS, AGENTS AND EMPLOYEES (IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES) (EACH AN "INDEMNITEE") FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CLAIMS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, EXPENSES, FEES AND COSTS (INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES (TOGETHER, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH KRAUSE'S PERFORMANCE OF THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO

COPYRIGHT OR ANY OTHER INTELLECTUAL PROPERTY RIGHT), ANY BREACH OR DEFAULT IN THE PERFORMANCE OF KRAUSE'S OBLIGATIONS UNDER THIS AGREEMENT, AND WITHOUT LIMITING ANY OF THE FOREGOING, ANY ACT OR OMISSION OF KRAUSE OR OF ITS OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS UNDER, RELATED TO, OR IN CONNECTION WITH, THIS AGREEMENT, INCLUDING DAMAGES CAUSED BY THE INDEMNITEE'S OWN NEGLIGENCE, OR GROSS NEGLIGENCE, OR CONDUCT THAT MAY OR DOES EXPOSE AN INDEMNITEE TO STRICT LIABILITY UNDER ANY LEGAL THEORY, EXCEPT AS SPECIFICALLY LIMITED HEREIN.

(ii) With respect to Krause's indemnity obligation set forth in subsection (i), Krause shall have no duty to indemnify an Indemnitee for any Damages caused by the sole negligence of the Indemnitee, or sole gross negligence of the Indemnitee, or sole conduct of the Indemnitee that may or does expose the Indemnitee to strict liability under any legal theory..

(iii) If an Indemnitee suffers Damages arising out of or in connection with the performance of this Agreement that are caused by the concurrent negligence, gross negligence, or conduct that may or does result in exposure to strict liability, of both Krause and the Indemnitee, Krause's indemnity obligation set forth in subsection (iii) will be limited to a fraction of the total Damages equivalent to Krause's own percentage of responsibility.

(iv) With respect to Krause's duty to defend set forth herein in subsection (i), Krause shall have the duty, at its sole cost and expense, through counsel of its choice, to litigate, defend, settle or otherwise attempt to resolve any claim, lawsuit, cause of action, or judgment arising out of or in connection with this Agreement; provided however, that the Town shall have the right to approve the selection of counsel by Krause and to reject Krause's selection of counsel and to select counsel of the Town's own choosing, in which instance, Krause shall be obligated to pay reasonable attorney fees and the expenses associated thereto. The Town agrees that it will not unreasonably withhold approval of counsel selected by Krause, and further, the Town agrees to act reasonably in the selection of counsel of its own choosing.

(v) In the event that Krause fails or refuses to provide a defense to any claim, lawsuit, judgment, or cause of action arising out of or in connection with this Agreement, the Town shall have the right to undertake the defense, compromise, or settlement of any such claim, lawsuit, judgment, or cause of action, through counsel of its own choice, on behalf of and for the account of, and at the risk of Krause, and Krause shall be obligated to pay the reasonable and necessary costs, expenses and attorneys' fees incurred by the Town in connection with handling the prosecution or defense and any appeal(s) related to such claim, lawsuit, judgment, or cause of action.

(vi) The defense, indemnity and hold harmless provisions and obligations set forth in this Agreement shall survive the expiration or termination of this Agreement.

13. Records.

(a) Krause 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) Krause shall assure the confidentiality of any records that are required by law to be so maintained.

(c) Krause shall prepare and forward such additional or supplementary records as Town may reasonably request.

14. Notices. Where the terms of this Agreement require that notice in writing be provided, such notice shall be deemed received by the party to whom it is directed upon being hand-delivered or upon three (3) days following the deposit of the notice in the United States mail, postage pre-paid, and sent by certified mail, return receipt requested and properly addressed as follows:

To the Town:	To Krause:
Town of Addison 5300 Belt Line Road Dallas, Texas 75254 Attn: Lea Dunn	Krause Advertising 5307 E. Mockingbird Lane Suite 250 Dallas, Texas 75206

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

16. Ownership of Reports. The reports, documents and materials prepared by Krause under this Agreement shall be the sole property of the Town upon payment by the Town to Krause for the fees earned under this Agreement in connection with the preparation and delivery of such reports, documents and materials. Upon expiration or termination of this Agreement, Krause will transfer, assign, and make available to the Town all such reports, documents, and materials. A reasonable hourly fee for compilation of files will be charged. Krause also agrees to give all reasonable cooperation toward transferring with approval of third parties in interest all reservations, contracts and arrangements, with advertising media, or others, for advertising space, radio time, or materials yet to be used (including uncancellable contracts), and all rights and claims thereto and therein, upon being released from the obligations thereof.

17. 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.

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

19. Survival. Any rights and remedies either party may have with respect to the other arising out of the performance of services during the term of this Agreement shall survive the cancellation, expiration or termination of this Agreement. Obligations or either party hereunder arising prior to the termination or cancellation of this Agreement allocating responsibility or liability of or between the Town and Krause shall survive the completion of this Services hereunder and termination or cancellation of this Agreement.

20. 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.

IN WITNESS WHEREOF, the Town and Krause have executed this Agreement on the day and year first hereinabove set forth.

TOWN OF ADDISON, TEXAS	KRAUSE ADVERTISING
By: Ron Whitehead	By:_____
Ron Whitehead, Town Manager	Printed Name:_____
	Title:_____

Council Agenda Item: #2i

SUMMARY: Resolution authorizing the City Manager to enter into an advertising contract with the Dallas Morning News to purchase 26 insertions in the Friday Guide.

FINANCIAL IMPACT:

Funds were budgeted in the FY06 Marketing Budget. The cost for each insertion is $5554. The total cost for the 26 insertions is $144,404.

BACKGROUND: Eric Terry of Xelerate group was able to negotiate a special rate with the Dallas Morning News that ensures that the Town is guaranteed placement on page2 or 3 of the Friday Guide 26 times a year. The rate that he negotiated is substantially less than what the Town typically pays for advertising in the Friday Guide.

Staff worked with Krause Advertising to develop a template that enables the Town to showcase the dining, entertainment and special event activities that occur in Addison. Staff believes the consistency and frequency of such advertising will keep Addison "top of mind" when considering dining, entertainment and hotel options, as well as brand Addison as the place to be.

RECOMMENDATION:

Staff recommends approval subject to the final review of the City Attorney.

The Dallas Morning News

DISPLAY Advertising Contract

Contract Date
01/06/06 - 09/30/06

☐ Preprints ☒ ROP ☐ Neighborhood Shopper ☐ Turnkey Insert

Town of Addison represented by Xelerate Group and Tibbets Media #032811004

Herein after referred to as Advertiser hereby contracts with *THE DALLAS MORNING NEWS* for consumption of not less than

26x (twenty six times) Page 2/3 Full page $89.85 per column inch

of advertising, through the use of display advertising (all publications – The Dallas Morning News, Quick, Al Dia), to be published within **twelve (12) months**, such advertising to pertain solely to the business of the Advertiser as now conducted, for which the Advertiser agrees to pay at the office of The Dallas Morning News at Dallas, Texas, in accord with the attached schedule of rates. The term of this agreement is for the period beginning **January 6, 2006** and ending September 30, 2006

The Dallas Morning News will provide Advertiser with monthly revenue updates summarizing the advertising revenue spent by Advertiser.
If during the Contract Period, Advertiser does not achieve the contracted dollar volume level specified above, Advertiser will be billed and agrees to pay the difference between the amount billed at the discounted rate for the contracted dollar volume level and amount that would have been billed at the rate for the actual dollar volume level. For example, if the contracted dollar volume level is $500,000 Dollars and Advertiser's actual dollar volume is $400,000, Advertiser would be charged the difference between the discounted rate charged at the $500,000 dollar volume level and the rate charged for the $400,000 Dollar volume level based upon actual advertising volume. Such amount will be due and payable immediately upon receipt of the invoice.

The Dallas Morning News may, during the term of this Agreement, offer different discount programs, designate new Dollar Volume Levels and frequency requirements for advertising. These changes will not be applicable to this Agreement. Rather, the rates and discounts described in this Agreement will apply to the entire Contract Period, except as provided in the Further Conditions attached hereto. In the event any tax is imposed on advertising, Advertiser agrees to pay all such taxes, fees and surcharges.

This Agreement and the attached Further Conditions represents the only Agreement between the parties and may not be modified except in writing signed by both parties. Upon termination of this Agreement, the terms of this Agreement will not be renewable except by written agreement of the parties. The Dallas Morning News is under no obligation to provide the same discount programs or to continue any discounting upon termination of this Agreement.

Upon expiration of the contract term specified above, the contract will continue on a month-to-month basis at Publisher's then current advertising rates. Either party may terminate the month-to-month contract with thirty days' written notice to the other party.

The Display rates of Publisher are based upon the volume or number of inches used by its advertisers. The rates specified herein are to apply only in the event the number of insertions contracted for is used by the Advertiser. An insertion refers to advertising space used on a specific day. Multiple advertisements used in one day are considered one insertion.

The entire contract is expressed on the face hereof and in the additional Further Conditions attached hereto and no verbal agreements, provisions or conditions exist with respect thereto.

Signed:

The Dallas Morning News
508 Young Street
Dallas, TX 75202-4808

BY: _____

NAME: Amy Farrar

TITLE: Account Executive

DATE: _____

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

BY: _____

NAME: _____

TITLE: _____

DATE: _____

FURTHER CONDITIONS OF THIS CONTRACT

1. The Publisher reserves the right to edit or reject any advertising tendered under this contract.

2. Payment by Advertiser must be made in Dallas, Texas, and shall be made not later than the 15th of the month for space billed in the preceding calendar month. The Publisher and Advertiser agree that this contract is performable in Dallas County, Texas. Any amount not paid in full by the due date will be considered overdue and incur interest at a rate of 1.5% per month or the maximum amount permitted by law, whichever is less

3. The rates of Publisher as set forth in this Agreement are based upon an assumed classification for the advertising being placed. If at any time the Publisher determines that the advertising being placed does not qualify for the rates set forth, then Publisher shall notify Advertiser that any further inserts run pursuant to this agreement shall be run at a revised rate. Advertiser agrees to pay to Publisher the revised rate for any insertions run after Advertiser has received notice that the rate has been revised and has been advised of the amount of the revised rate. If the advertiser chooses not to pay the revised rate, then the Advertiser must so advise Publisher before any additional insertions are run. If the Advertiser gives notice to Publisher that Advertiser will not pay the revised rate, then this Agreement shall be terminated and the parties shall have no further liability to each other except for amounts owing for advertising run prior to Publisher's receipt of such notice from Advertiser. Upon contract termination, all advertising will be billed at the appropriate rate card rates.

4. Advertisements are to be inserted in accordance with the Publisher's rules of composition, position, and shape.

5. If the Advertiser specifies position, then the Advertiser agrees to pay the rate for such specific position provided the desired position is available. The Publisher does not agree to accommodate a request for a specified position. If a specified position requested by an Advertiser is not available, then the Publisher may position the copy in any position according to the Publisher's rules of composition, position and shape unless the Publisher is notified in writing by the Advertiser that the copy is to be printed only in the specified position and the Advertiser agrees to pay the applicable rate of any copy printed in other than the specified position.

6. In the event the Advertiser fails to make payment as agreed, the Publisher and Advertiser agree that Publisher may at any time discontinue the advertising of Advertiser and cancel this contract. Cancellation of the contract shall in no way affect the obligation of the Advertiser to pay amounts due at the time of cancellation.

7. In case of omission or error in an advertisement as presented, the Publisher shall not be liable for damages, but in such event the Advertiser's sole remedy shall be that the Advertiser shall not be liable for the entire cost of the advertisement. The publisher will determine the % of effective cost due to error and reduce the entire cost of the ad by this % amount. Publisher is the sole judge.

8. Advertising running consecutively will be carried until new copy is furnished or the advertising is ordered suspended. All orders changing copy or suspending an advertisement must be made in writing.

9. In the event of default or other breach of the Advertiser in the undertaking herein, and suit thereon, Advertiser agrees to pay all attorneys fees and costs incurred by Publisher.

10. While this contract is in effect, should any conditions arise which affect the cost of newspaper operation such as, imposition by the Government of a sales tax or increased material or production costs, the Publisher reserves the right to increase the advertising rates named on the reverse side hereof or incorporated, herein by reference. In such event, however, the Publisher must give the Advertiser at least thirty (30) days' notice thereof and if such increase is not satisfactory to the Advertiser, then the Advertiser shall have the privilege of canceling this contract.

11. Advertiser represents and warrants that the material provided by Advertiser for publication in accordance with this Agreement is true, accurate, and correct. Advertiser agrees to indemnify and hold harmless Belo and its directors, officers, agent and employees against and from all claims, exposure, liability, loss, or damage, including reasonable attorney's fees, alleged to be caused by or arising wholly or in part out of the publication of advertiser's material hereunder.

12. This contract made and entered into under Publisher's current published schedule of rates in effect on the date hereof, and by reference such schedule is expressly made a part hereof. Advertiser assumes responsibility for acquainting Advertiser with such current published schedule of rates and Advertiser agrees that Advertiser shall be deemed to know such current published schedule of rates.

13. Advertiser agrees to submit to Publisher in writing, all claims of errors in the statement of account submitted by Publisher within thirty (30) days of billing date. All such claims not submitted shall be considered waived.

14. In the event that Publisher's form "Application for Credit" has been completed and submitted by Advertiser in connection with this contract, Advertiser warrants that the information contained therein is true and correct, and agrees that the making of any false statements therein constitutes a material breach of this agreement.

15. Any Application for Credit executed by Advertiser is hereby made a part of this Contract and incorporated herein fully by reference.

16. The Advertiser, and the person signing in Advertiser's behalf if any, warrants they have the authority to make and sign this agreement.

17. The Advertiser agrees to assume liability for and make payment for all advertising published pursuant hereto in the event the Advertiser's business is sold, merged or otherwise transferred, until such time as a contract is entered into between Publisher and the new owner.

18. Space contracts and frequency contracts are automatically renewed for successive periods of one (1) year rates in effect at time of renewal. Either party may decline such renewal by written notice to the other thirty days prior to the expiration date of the current contract. One-time frequency contracts will not be renewed automatically.

Council Agenda Item: #2j

SUMMARY:

Annual contract with the Dallas County Health Dept. for the Town of Addison to participate in the cost of providing selected public health services at reduced prices to Addison residents.

FINANCIAL IMPACT:

Budgeted Amount: $5,751

Cost: $5,751

If over budget or not budgeted, what is the budget impact?

N/A

BACKGROUND:

Being that the Town of Addison does not offer public health services in-house (i.e. immunizations, sexually transmitted disease screening, etc.), we enter into an annual contract with the Dallas County Health Dept. to make available and defray some of the costs of certain health services for less fortunate residents. Find attached a cover letter from Dallas County and a draft contract obligating the Town of Addison for payment of $5,751 based on expenses incurred in calendar year 2004.

Also find attached a historical summary of past contracts and several addendums relevant to this year's contract.

RECOMMENDATION:

Staff recommends approval

THE STATE OF TEXAS	§	**AGREEMENT BETWEEN DALLAS COUNTY,**
	§	**ON BEHALF OF DALLAS COUNTY HEALTH**
	§	**AND HUMAN SERVICES, AND THE TOWN OF**
COUNTY OF DALLAS	§	**ADDISON, TEXAS**

1. PARTIES

Whereas, Dallas County ("County") has offered to provide certain health services to the various cities throughout Dallas County on a contract for services basis; and

Whereas, the Town of Addison, Texas ("Town") desires to participate with County in establishing coordinated health services for Town and Dallas County; and

Whereas, County will operate certain health services for the residents of Town in order to promote the effectiveness of local public health programs; and

Whereas, the cooperative effort will allow cities located within Dallas County to participate in providing public health services for their residents; and

Whereas, such cooperative effort serves and further the public purpose and benefit the citizens of County as a whole.

Now therefore, County, on behalf of Dallas County Health and Human Services ("DCHHS"), enters into this Agreement ("Agreement") with Town, pursuant to the authorities of the Texas Health and Safety Code Chapter 121, the Texas Government Code Chapter 791, and other applicable laws for health services to Town.

2. HEALTH SERVICES TO BE PERFORMED

A. County agrees to operate the Dallas County Health Services Program ("Program"), which will include the following health services:

1) Tuberculosis Control Services: providing preventive, diagnostic treatment, and epidemiological services;

2) Sexually Transmitted Disease Control Services: consisting of education to motivate people to use preventive measures and to seek early treatment, prophylaxis, epidemiological investigation, and counseling in accordance with County policy;

3) Communicable Disease Control Services: providing information concerning immunization and communicable diseases and coordinating with the Texas Department of State Health Services ("DSHS") in monitoring communicable diseases;

4) Laboratory Services: performing chemical, biological, and bacteriological analysis and tests on which are based diagnosis of disease, effectiveness of treatment, the quality of the environment, the safety of substance for human consumption, and the control of communicable disease;

B. County agrees to provide to Town, in accordance with state and federal law, the following public health services:

1) Immunizations;

2) Child health care;

3) High risk infant case management; and

4) Home visits.

County also agrees to work with Town in order to decentralize clinics and to plan and provide for desired services by Town; however, any other services that Town requires, in addition to the above mentioned services, may result in additional fees to Town.

C. County agrees to charge a sliding fee based on ability to pay to all residents of every municipality, including Town, in Dallas County. The fees charged by County for the services listed in Section 2A of this Agreement will be used to offset the Town's Program costs for the next Agreement Term. A schedule of fees to be charged by County is set out in "Exhibit A" attached hereto and incorporated herein for all purposes.

D. County agrees that the level of service provided in the Program for Town will not be diminished below the level of service provided to Town for the same services in the prior Agreement Term except as indicated in Section 2E of this Agreement. For purposes of Section 2E, level of service is measured by the number of patient visits and number of specimens examined. County will submit to Town a monthly statement, which will also include the number of patient visits and number of specimens examined during the preceding month.

E. The possibility exists of reductions in state and federal funding to the Program that could result in curtailment of services if not subsidized at the local level. County will notify Town in writing of any amount of reduction, and any extent to which services will be curtailed as a result. The notice will also include an amount that Town may elect to pay to maintain the original level of services. Town will notify County in writing no later than fourteen (14) calendar days after the date of Town's receipt of the notice of funding reduction as to Town's decision to pay the requested amount or to accept the curtailment of service. If Town elects to pay the requested amount, payment is due no later than forty-five (45) calendar days after the date of the notice of funding reduction.

3. BUDGET

A. County agrees to submit to Town by July 31st of each year a proposed budget describing the proposed level of services for the next Agreement Term;

B. For the Term of this Agreement County agrees to provide the services listed in Section 2 of this Agreement at the level of services and for the amount stated in Exhibit D, which is attached hereto and incorporated herein for all purposes;

C. Town shall pay to County for the Term of this Agreement the amount stated in Exhibit D, **Five Thousand Seven Hundred Fifty One Dollars and no cents ($5,751.00)**, which is the agreed upon amount of Town's share of the total cost of the Program less federal and state funding.

D. In lieu of paying the actual dollar amount stated in this Agreement, Town has the option, to the extent authorized by law, ordinances or policy, of making a request to negotiate for in-kind services that are equal in value to the total amount.

E. This Agreement is contingent upon Town's appropriation of funds, or ability to perform in-kind services as described in Section 3D of this Agreement, for the services set forth herein. In the event Town fails to appropriate such funds, or provide in-kind services, County shall not incur any obligations under this Agreement.

4. ASSURANCES

A. County shall operate and supervise the Program.

B. Nothing in this Agreement shall be construed to restrict the authority of Town over its health programs or environmental health programs or to limit the operations or services of those programs.

C. Town agrees to provide to County or assist County in procuring adequate facilities to be used for the services under this Agreement. These facilities must have adequate space, waiting areas, heating, air conditioning, lighting, and telephones. None of the costs and maintenance expenses associated with these facilities shall be the responsibility of County and County shall not be liable to Town or any third party for the condition of the facilities, including any premise defects.

D. Town and County agree that other cities/towns/municipalities may join the Program by entering into an agreement with County that contains the same basic terms and conditions as this Agreement.

E. Each party paying for the performance of governmental functions or services under this Agreement must make those payments from current revenues available to the paying party.

5. FINANCING OF SERVICES

A. The health services provided under this Agreement will be financed as follows:

1) Town and County will make available to the Program all appropriate federal and state funds, personnel, and equipment to provide the health services included under this Agreement and will use best efforts to cause these funds and resources to continue to increase.

2) Town shall pay to County, or provide in-kind services, its share of budgeted costs that are in excess of the federal and state funding for providing the health services under this Agreement. Budgeted costs shall not exceed those reflected in Exhibit D for the appropriate Agreement Term.

B. Town has elected to pay to County a lump sum payment for the Term the amount stated in Exhibit D.

C. Any payment not made within thirty (30) calendar days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

D. Town and County agree that no more than ten percent (10%) of the Town's cost of participating in the Program will be used for administration of the Program.

6. TERM

This Agreement shall be effective from **October 1, 2005** through **September 30, 2006** ("Term"), unless otherwise stated in this Agreement.

7. TERMINATION

A. Without Cause: This Agreement may be terminated in writing, without cause, by either party upon thirty (30) calendar days prior written notice to the other party.

B. With Cause: Either party may terminate the Agreement immediately, in whole or in part, at its sole discretion, by written notice to the other party, for the following reasons:

1) Lack of, or reduction in, funding or resources;

2) Non-performance;

3) The improper, misuse or inept use of funds or resources directly related to this Agreement;

4) The submission of data, statements and/or reports that is incorrect, incomplete and/or false in any way.

C. In the event of any such termination, County shall refund to Town a pro-ratable portion of Town's lump sum payment made to County hereunder in accordance with the following formula: Amount of Town's Payment x Number of Months Remaining in Fiscal Year (excluding the month of termination) ÷ 12.

8. RESPONSIBILITY

County and Town agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to County or Town or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

9. INSURANCE

Town and County agree that they will, at all times during the Term of this Agreement, maintain in full force and effect insurance or self-insurance to the extent permitted by applicable laws. Town and County will be responsible for their respective costs of such insurance, any and all deductible amounts in any policy and any denials of coverage made by their respective insurers.

10. ACCESS TO RECORDS RELEVANT TO PROGRAM

Town and County agree to provide to the other upon request, copies of the books and records relating to the Program. Town and County further agree to give Town and County health officials access to all Program activities. Both Town and County agree to adhere to all applicable confidentiality provisions, including those relating to Human Immunodeficiency Virus (HIV) and Sexually Transmitted Disease (STD) information, as mandated by federal and State law, as well as by DSHS.

11. NOTICE

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person by a reputable courier service or mailed by Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given, if by courier, at the time of delivery, or if by mail, three (3) business days subsequent to the deposit of the notice in the United States mail in accordance herewith. The names and addresses of the parties' hereto to whom notice is to be sent are as follows:

Zachary Thompson, Director
Dallas County Health & Human Services
2377 N. Stemmons Freeway, LB 12
Dallas, TX 75207-2710

Carmen Moran, Town Secretary
Town of Addison
PO. Box 9010
Addison, TX 75001-9010
(972) 450-2881

12. IMMUNITY

This Agreement is expressly made subject to County's and Town's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that Town or County has by operation of law or otherwise. Nothing in this Agreement is intended to benefit any third party beneficiary.

13. COMPLIANCE WITH LAWS AND VENUE

In providing services required by this Agreement, Town and County must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and exclusive venue shall lie in Dallas County, Texas.

14. AMENDMENTS AND CHANGES IN THE LAW

No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

15. ENTIRE AGREEMENT

This Agreement, including all Exhibits and attachments, constitutes the entire agreement between the parties hereto and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written.

16. BINDING EFFECT

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

17. GOVERNMENT FUNDED PROJECT

If this Agreement is funded in part by either the State of Texas or the federal government, County and Town agree to timely comply without additional cost or expense to the other party, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision or other State or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Agreement.

18. DEFAULT/CUMULATIVE RIGHTS/MITIGATION

In the event of a default by either party, it is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Both parties have a duty to mitigate damages.

19. FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained herein, the obligations of County and Town under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the Term of the Agreement and any extensions thereto. Town and County shall have no right of action against the other party in the event the other party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future Agreement Terms. In the event that County or Town is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, each party, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to the other party at the earliest possible time.

20. COUNTERPARTS, NUMBER/GENDER AND HEADINGS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

21. PREVENTION OF FRAUD AND ABUSE

Town and County shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or program abuse involving County or Town's employees or agents shall be reported immediately for appropriate action. Moreover, Town and County warrant to be not listed on a local, county, State or federal consolidated list of debarred, suspended and ineligible contractors and grantees. Town and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. Each party shall, upon notice by the other party, refund their respective expenditures that are contrary to this Agreement.

22. AGENCY / INDEPENDENT CONTRACTOR

County and Town agree that the terms and conditions of this Agreement do not constitute the creation of a separate legal entity or the creation of legal responsibilities of either party other than under the terms of this Agreement. County and Town are and shall be acting as independent contractors under this Agreement; accordingly, nothing contained in this Agreement shall be construed as establishing a master/servant, employer/employee, partnership, joint venture, or joint enterprise relationship between County and Town. Town and County are responsible for their own acts, forbearance, negligence and deeds, and for those of their respective officials, agents or employees in conjunction with the performance of work covered under this Agreement.

23. SEVERABILITY

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

24. SIGNATORY WARRANTY

Each person signing and executing this Agreement does hereby warrant and represent that such person has been duly authorized to execute this Agreement on behalf of Town or County, as the case may be.

The Town of _____ has executed this Agreement pursuant to duly authorized Town Council Resolution No. _____, dated _____, 20_____. The County of Dallas has executed this Agreement pursuant to Commissioners Court Order No. _____, dated _____ _____, 20_____.

Executed this _____ day of _____ 20_____.

COUNTY:

_____

By: Margaret Keliher
Dallas County Judge

TOWN:

_____

By:
Town Manager/Mayor

Recommended:

By: Zachary Thompson
Director, DCHHS

By:
Town Secretary

Approved as to Form*:

By: Bob Schell
Chief, Civil Division
Assistant District Attorney

By:
Town Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

Addison!

January 31, 2006

TO: The Honorable Mayor and the Addison City Council

FROM: Neil Gayden, Environmental Services Official

RE: Annual Health Services Contract with Dallas County

Being that the Town of Addison does not offer in-house public health services (i.e. immunizations, veneral disease screening, etc.), we have entered into an annual contractural relationship with Dallas County Health & Human Services for many years to make available and underwrite some of the costs of certain health services for our less fortunate residents. Please find attached a letter from Dallas County and a draft contract obligating the Town of Addison for payment of $5,751.00 based on expenses incurred in calendar year 2004.

Also attached is an historical summary of past contracts and services rendered. I am available to answer any questions that may arise.

Attachments

Rec'd 4-18-05

DALLAS COUNTY
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION

#2j-4

ZACHARY THOMPSON
DIRECTOR

April 12, 2005

Neil A. Gayden, Environmental Services Official
Town of Addison
P.O. Box 9010
Addison, TX 75001-9010

RE: Dallas County FY'06 Communicable Disease Contract

Dear Mr. Gayden:

Dallas County Department of Health and Human Services would like to thank you for contracting with our Health Division for your public health services.

The Dallas County Department of Health and Human Services is currently processing the FY'06 Communicable Disease Contract for the Town of Addison. The amount for the Town of Addison is $5,751. These public health services include: tuberculosis, sexually transmitted disease, public health lab, and communicable disease. The communicable disease contract will be mailed as soon as it has been completed.

If you have any questions, please feel free to contact me at (214) 819-2101 or by email at zthompson@dallascounty.org.

Sincerely,

Zachary Thompson
Director

c: Honorable R. Scott Wheeler, Mayor
David Buhner, M.D., Medical Director/Health Authority

2377 N. Stemmons Freeway
Suite 644 LB-16
Dallas, Texas 75207-2710
Office (214) 819-2100
FAX (214) 819-2107

CONTRACTS WITH DALLAS CO. FOR PUBLIC HEALTH SERVICES

(Contract amounts based on usership during previous calendar year)

Fiscal Year	97-98	98-99	99-00	00-01	01-02	02-03	03-04	04-05	05-06
Contract Amt.	$6,776	$6,776	$6,776	$5,751	$5,751	$5,751	$5,751	$5,751	$5,751

Cal yr	1996	1997	1998	1999	2000	2001	2002	2003	2004
STD	109	109	27	47	43	37	80	56	72
TB	57	57	247	25	199	85	179	102	200
LAB	210	210	236	242	197	301	280	367	346
COM DIS	34	34	249	127	276	172	127	97	106

STD - sexually transmitted diseases

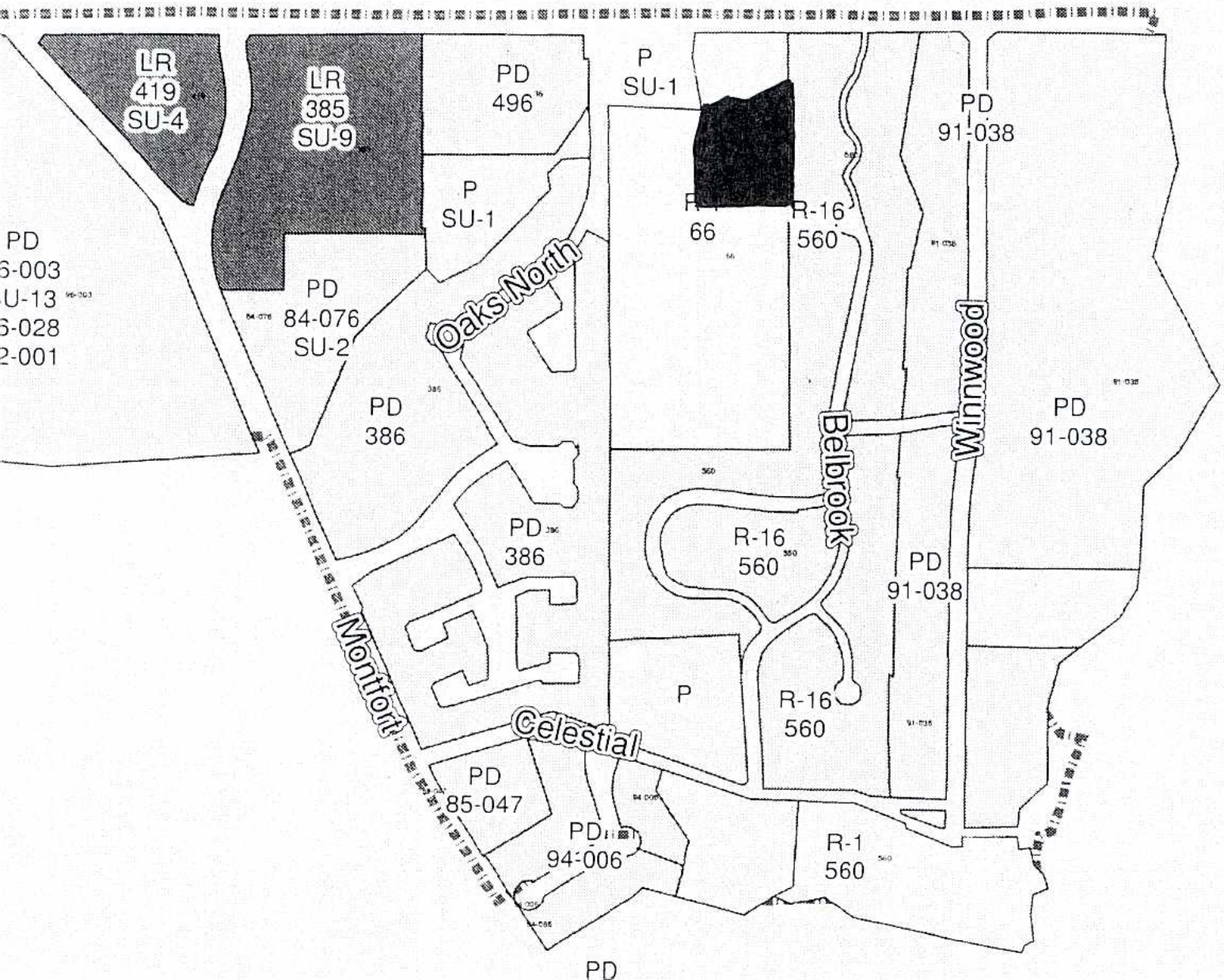
TB - tuberculosis

LAB - laboratory services

COMM DIS - communicable diseases

FINAL PLAT/Lake Forest Addition, Lots 1-3, Block A

FINAL PLAT/Lake Forest Addition, Lots 1-3, Block A. Requesting approval of a final plat for three lots on 2.006 acres, located at 14918 Lake Forest Drive, on application From Mr. Joseph P. Lane, represented by Macatee Engineering.



TOWN OF ADDISON

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

January 20, 2006

STAFF REPORT

RE:	FINAL PLAT/Lake Forest Addition, Lots 1-3, Block A
LOCATION:	Three lots on 2.006 acres, zoned R-1, Residential-1, located at 14918 Lake Forest Drive
REQUEST:	Approval of a final plat
APPLICANT:	Mr. Joseph P. Lane, represented by Macatee Engineering

DISCUSSION:

Background. This site is currently owned by the family of Dr. John Allen. Dr. Allen was an Addison Council member in the early 1980's, and the property is still owned by his family. Richard Lane Development Company is planning to purchase the land, demolish the existing home, and redevelop the property with three residential lots. Mr. Lane is an Addison resident and currently lives on Winnwood Road. The R-1 zoning provides for a minimum lot size of 12,000 square feet, a minimum width of 80.00 feet and a minimum depth of 120 feet. It should be noted that Lots 2 and 3 are not 80 feet wide at the western property line, but the width of a lot is measured at the building setback line. For these lots, the building setback line is 50 feet from the center line of Lake Forest Drive. The lots are 80 feet wide at the building setback line; therefore they meet the requirement for minimum lot width.

Front Yard. The requirements for the R-1 zoning district specify that the front yard setback shall be 30 feet from the front property line. However, on Lake Forest Drive, each owner owns to the center line of the street. If the zoning ordinance were applied literally, an owner could set his home only fifteen feet behind the edge of pavement. Since this situation does not match up with the intent of the zoning ordinance, or with the other homes already on the street, the staff has consistently required other property owners to show a front yard setback of 50 feet from the center line of the street on the plat.

Public Works Review.

Steve Chutchian in Public Works has reviewed the plat, and he has the following conditions for approval:

- Show a 10 ft. utility easement, with centerline being the common line between Lots 1 & 2.
- In lieu of showing top of slope of the existing creek along Lot 1, show limits of the 100 year flood plain and submit a drainage model identifying how the 100 year flood plain was established.
- Approval of proposed final plat should be subject to approval of civil drawings by the Town of Addison.
- A drainage easement should be dedicated along the length of the creek.
- The plat needs to provide a Certificate of Approval showing the date of approval by the Addison City Council, and signature lines for the Mayor and City Secretary.

RECOMMENDATION:

Staff recommends approval of the proposed final plat subject to the conditions listed above.

Respectfully submitted,

C Moran

Carmen Moran
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on January 26, 2006, voted to recommend approval of the request for final plat approval for Lake Forest Addition, Lots 1-3, Block A, subject to the following conditions:

- Show a 10 ft. utility easement, with centerline being the common line between Lots 1 & 2.
- In lieu of showing top of slope of the existing creek along Lot 1, show limits of the 100 year flood plain and submit a drainage model identifying how the 100 year flood plain was established.
- Approval of proposed final plat should be subject to approval of civil drawings by the Town of Addison.
- A drainage easement should be dedicated along the length of the creek.
- The plat needs to provide a Certificate of Approval showing the date of approval by the Addison City Council, and signature lines for the Mayor and City Secretary.

Voting Aye: Bernstein, Chafin, Daseke, Doepfner, Jandura, Meier, Wood
Voting Nay: None
Absent: None

Carmen Moran

From: Steve Chutchian
Sent: Tuesday, January 17, 2006 8:06 AM
To: Carmen Moran
Cc: Nancy Cline
Subject: Final Plat/Lake Forest Addition, Lots 1-3, Block A

The following comments are submitted for **FINAL PLAT/Lake Forest Addition, Lots 1-3, Block A:**

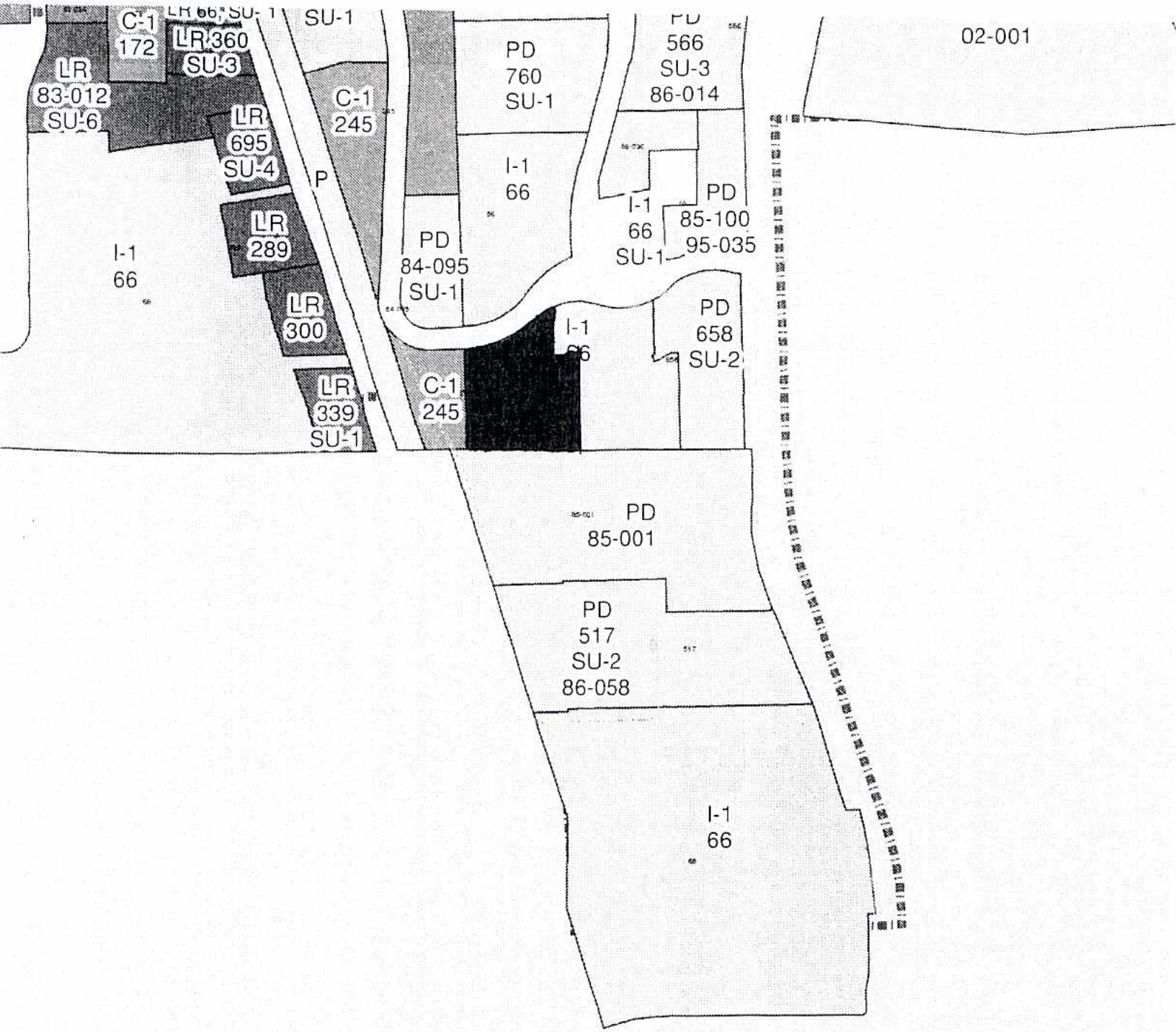
- Show a 10 ft. utility easement, with centerline being the common line between Lots 1 & 2.
- In lieu of showing top of slope of the existing creek along Lot 1, show limits of the 100 year flood plain and submit a drainage model identifying how the 100 year flood plain was established.
- Approval of proposed final plat should be subject to approval of civil drawings by the Town of Addison.
- A drainage easement should be dedicated along the length of the creek.

Should you have any questions, please let me know.

Steve Chutchian, P.E.

FINAL PLAT/Lot 1, Block 3, Quorum

FINAL PLAT/Lot 1, Block 3, Quorum. Requesting approval of a final plat for one lot of 4.212 acres, zoned Industrial-1, and located at the southeast corner of the intersection of Landmark Boulevard and Landmark Place, on application from Richard Busby of Raymond L. Goodson, Jr., Inc.



TOWN OF ADDISON

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

January 20, 2006

STAFF REPORT

RE: FINAL PLAT/Lot 1, Block 3, Quorum

LOCATION: One lot of 4.212 acres, zoned Industrial and located at the southeast corner of the intersection of Landmark Boulevard and Landmark Place

REQUEST: Approval of a final plat

APPLICANT: Mr. Richard Busby of Raymond L. Goodsoon, Jr., Inc.

DISCUSSION:

Background. This site is currently raw land. It has been purchased by an owner who wants to build a one-tenant office building for his computer company. There may be an additional building at a later date. An office building is an allowed use in an Industrial-1 zoning district, so the Commission will not review the development plans. The plat indicates a driveway at the southwest corner of the site that goes across the Town's park property to Landmark Boulevard. The note on the plat states: "Access Easement to be recorded by separate instrument." The Town is still negotiating with the property owner on the terms for this easement. If the owner and the Town come to terms, the easement will be recorded at a later date.

Public Works Review.

Steve Chutchian in Public Works has reviewed the plat, and he has the following conditions for approval:

- The property boundary is not drawn to scale, in accordance with bearings and distances in Owner's Certificate.

- Paragraph 7 of Owner's Certificate calls out for a bearing of South 01 degrees 39'54" West. The bearing should be South 01 degrees 39'54" East.
- Paragraph 7 of Owner's Certificate references Block 3, and should reference Lot 1, Block 3.
- Paragraph 8 of Owner's Certificate references Block 3, and should reference Lot 1, Block 3.
- Paragraph 8 of Owner's Certificate calls out a bearing of South 89 degrees 31'54" West. This is incorrect and should be changed to South 89 degrees 19'01" West.
- Paragraph 9 of Owner's Certificate references Block 3, and should reference Lot 1, Block 3.
- Paragraph 10 of Owner's Certificate references Block 3, and should reference Lot 1, Block 3.
- Existing right-of-way of Landmark Blvd, located south of the site, should be referenced as being in the City of Farmers Branch.
- The plat needs to provide a Certificate of Approval showing the date of approval by the Addison City Council, and signature lines for the Mayor and City Secretary.

RECOMMENDATION:

Staff recommends approval of the proposed final plat subject to the conditions listed above.

Respectfully submitted,

Carmen Moran
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on January 26, 2006, voted to recommend approval of the final plat lfor Lot 1, Block 3, Quorum, subject to the following conditions:

- The property boundary is not drawn to scale, in accordance with bearings and distances in Owner's Certificate.
- Paragraph 7 of Owner's Certificate calls out for a bearing of South 01 degrees 39'54" West. The bearing should be South 01 degrees 39'54" East.
- Paragraph 7 of Owner's Certificate references Block 3, and should reference Lot 1, Block 3.
- Paragraph 8 of Owner's Certificate references Block 3, and should reference Lot 1, Block 3.
- Paragraph 8 of Owner's Certificate calls out a bearing of South 89 degrees 31'54" West. This is incorrect and should be changed to South 89 degrees 19'01" West.
- Paragraph 9 of Owner's Certificate references Block 3, and should reference Lot 1, Block 3.
- Paragraph 10 of Owner's Certificate references Block 3, and should reference Lot 1, Block 3.
- Existing right-of-way of Landmark Blvd, located south of the site, should be referenced as being in the City of Farmers Branch.
- The plat needs to provide a Certificate of Approval showing the date of approval by the Addison City Council, and signature lines for the Mayor and City Secretary.

Voting Aye: Bernstein, Chafin, Daseke, Doepfner, Jandura, Meier, Wood
Voting Nay: None
Absent: None

Carmen Moran

From: Steve Chutchian
Sent: Thursday, January 12, 2006 4:07 PM
To: Carmen Moran
Cc: Nancy Cline
Subject: Lot 1, Block 3, Quorum

The following comments are submitted for **FINAL PLAT/Lot 1, Block 3, Quorum:**

- The property boundary is not drawn to scale, in accordance with bearings and distances in Owner's Certificate.
- Paragraph 7 of Owner's Certificate calls out for a bearing of South 01 degrees 39'54" West. The bearing should be South 01 degrees 39'54" East.
- Paragraph 7 of Owner's Certificate references Block 3, and should reference Lot 1, Block 3.
- Paragraph 8 of Owner's Certificate references Block 3, and should reference Lot 1, Block 3.
- Paragraph 8 of Owner's Certificate calls out a bearing of South 89 degrees 31'54" West. This is incorrect and should be changed to South 89 degrees 19'01" West.
- Paragraph 9 of Owner's Certificate references Block 3, and should reference Lot 1, Block 3.
- Paragraph 10 of Owner's Certificate references Block 3, and should reference Lot 1, Block 3.
- Existing right-of-way of Landmark Blvd, located south of the site, should be referenced as being in the City of Farmers Branch.

Should you have any questions, please let me know.

Steve Chutchian, P.E.

RLG

RAYMOND L. GOODSON JR., INC.
CONSULTING ENGINEERS

January 25, 2006

Ms. Carmen Moran
Director of Development Services
Addison Town Hall
5300 Belt Line Road
Dallas TX 75254

Re: Final Plat – Lot 1, Block 3, Quorum

Dear Ms. Moran,

Concerning the City of Addison Public Works Review dated January 20, 2006, concerning the above reference project, I have the following response:

1. *The property boundary is not drawn to scale, in accordance with bearings and distances in Owner's Certificate* – **The "plat" as submitted does scale correctly. It is my understanding that the boundary lines in the engineering plans scaled incorrectly, and they have corrected the problem.**

2. *Paragraph 7 of Owner's Certificate calls out for a bearing of South 01° 39'54' West. The bearing should be South 01° 39' 54" East* – **This has been corrected.**

3. *Paragraph 7 of Owner's Certificate references Block 3, and should reference Lot 1, Block 3* – **The reference to Block 3 is correct. What you are asking is to reference the Lot that is being created by this plat, but in fact, only Block 3 exists at this time.**

4. *Paragraph 8 of Owner's Certificate references Block 3, and should reference Lot 1, Block 3* – **See item 3 above.**

5. *Paragraph 8 of Owner's Certificate calls out a bearing of South 89° 31'54' West. This is incorrect and should be changed to South 89° 19' 01"West* – **This has been corrected.**

6. *Paragraph 9 of Owner's Certificate references Block 3, and should reference Lot 1, Block 3* – **See item 3 above.**

7. *Paragraph 10 of Owner's Certificate references Block 3, and should reference Lot 1, Block 3* – **See item 3 above.**

JOHN F. STULL, P.E.
Chief Executive Officer

DAVID M. GOODSON, P.E.
President

PETER B. LARSON, P.E.
Senior Vice President

STUART A. MARKUSSEN, P.E., R.P.L.S.
Vice President

MICHAEL G. POWELL, P.E.
Vice President

5445 LA SIERRA SUITE 300, LB 17 DALLAS, TEXAS 75231-4138 214/739-8100 FAX 214/739-6354

8. *Existing right-of-way of Landmark Blvd, located south of the site, should be referenced as being in the City of Farmers Branch* – **The plat shows the right-of-way to which you refer as being in the City of Farmers Branch. However, the only documentation we could find on this tract is the deed by which the Town of Addison acquired the property from Crescent Real Estate Equities Limited Partnership, which is the information shown on the plat. If the Town of Addison has since conveyed this property to the City of Farmers Branch as right-of-way, could you provide that documentation to me, it would be appreciated.**

9. *The plat needs to provide a Certificate of Approval showing the date of approval by the Addison City Council, and signature lines for the Mayor and City Secretary* – **This shall be done. If this information is not available on the Town of Addison's website or in their platting requirement documents, I will need the form to be provided to me.**

Sincerely,

Dale R. White, RPLS

Carmen Moran

From: Steve Chutchian

Sent: Thursday, January 26, 2006 9:03 AM

To: Carmen Moran

Cc: Nancy Cline

Subject: RE: RLG# 6325 - Lot 1, Block 3, Quorum File Plat

Carmen:

Regarding the response to comments on Final Plat-Lot 1, Block 3, Quorum, as submitted by Raymon L. Goodson Jr., Inc., please not the following:

#8 As discussed with the Engineer previously, it is acknowledged that the Town of Addison acquired the tract indicated on the plat and it is correctly shown. However, we asked that the plat also show the property being within the corporate limits of the City of Farmers Branch.

Steve Chutchian

-----Original Message-----
From: Carmen Moran
Sent: Wednesday, January 25, 2006 3:24 PM
To: Steve Chutchian
Cc: Nancy Cline
Subject: FW: RLG# 6325 - Lot 1, Block 3, Quorum File Plat

Steve,

Please review this response to your comments and let me know what you think (in writing). My meeting is tomorrow (Thursday) night.

CM

-----Original Message-----
From: White, Dale [mailto:dwhite@rlginc.com]
Sent: Wednesday, January 25, 2006 2:30 PM
To: Carmen Moran
Cc: acullum@culluminterests.com; Busby, Richard; Markussen, Stuart
Subject: RLG# 6325 - Lot 1, Block 3, Quorum File Plat

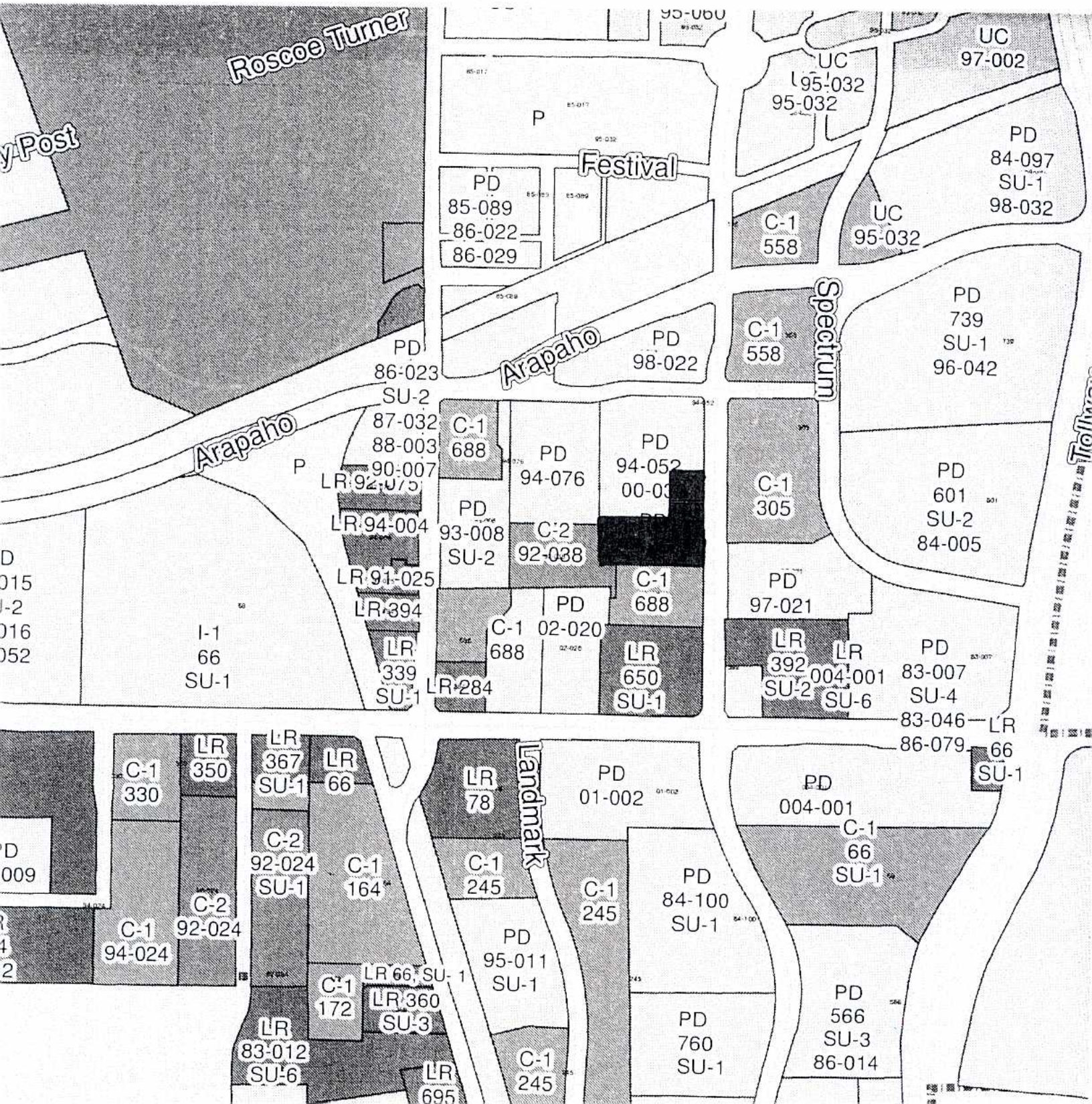
Ms. Moran,

You will find attached our response to the City's comments on the above referenced project. If you have any questions, please feel free to contact me.

Dale R. White
Raymond L. Goodson Jr., Inc.
5445 La Sierra Drive
Suite 300
Dallas, Texas 75231
voice - 214.739.8100
fax - 214.739.6354
email - dwhite@rlginc.com

FINAL PLAT/Lot 3, Quorum Centre-East, No. 2

FINAL PLAT/Lot 3, Quorum Centre-East No. 2. Requesting approval of a final plat for one lot on 2.050 acres, located at 15175 Quorum Drive, on application from Mr. Moshen Heidari, represented by Pate Engineers.



#R5-2

TOWN OF ADDISON

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

January 20, 2006

STAFF REPORT

RE: FINAL PLAT/Lot 2, Quorum Centre-East No. 2

LOCATION: One lot on 2.050 acres, located at 15175 Quorum Drive

REQUEST: Approval of a final plat

APPLICANT: Mr. Moshen Heidari, represented by Pate Engineers

DISCUSSION:

Background. This site is raw land and belongs to the owners of the Springhill Suites Hotel. When the Springhill Suites hotel was developed, the owners subdivided the tract into three lots. They put the hotel on one lot and kept the two lots on Quorum Drive for pad sites. At this point, they want to sell one of the pad sites to Moshen Heidari, who owns Arthur's Restaurant at 15175 Quorum Drive. Mr. Heidari plans to expand Arthur's, and he needs the site for the expansion and for parking. The SUP amendment to expand the restaurant will be submitted at a later date.

It should be noted that the 80 foot wide no build area and the access easement shown on the lot are not Town of Addison requirements. The Town's setback is 25 feet from the front property line.

Public Works Review.

Steve Chutchian in Public Works has reviewed the plat, and he has the following conditions for approval:

- Quorum Drive is a minor arterial with a projected right-of-way width of 84 ft. The proposed addition to the existing property has an adjacent right-of-way width of 80 ft. Dedication of 2 ft. along this portion of Lot 3 should be included on final plat.

- The proposed 25 ft. building set-back line is not shown correctly along the entire eastern line of the property and should be adjusted.
- Expansion of the current structure to the north will require abandonment and relocation of existing 10 ft. utility easement. Existing facilities in this easement must be relocated accordingly.
- Certificate of approval should include a space for date of approval.

RECOMMENDATION:

Staff recommends approval of the proposed final plat subject to the conditions listed above.

Respectfully submitted,

Carmen Moran
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on January 26, 2006, voted to recommend approval of the request for final plat approval for Lot 3, Quorum Centre East, No. 2, subject to the following conditions:

- Quorum Drive is a minor arterial with a projected right-of-way width of 84 ft. The proposed addition to the existing property has an adjacent right-of-way width of 80 ft. Dedication of 2 ft. along this portion of Lot 3 should be included on final plat.
- The proposed 25 ft. building set-back line is not shown correctly along the entire eastern line of the property and should be adjusted.
- Expansion of the current structure to the north will require abandonment and relocation of existing 10 ft. utility easement. Existing facilities in this easement must be relocated accordingly.
- Certificate of approval should include a space for date of approval.

Voting Aye: Bernstein, Chafin, Daseke, Doepfner, Jandura, Meier, Wood
Voting Nay: None
Absent: None

Carmen Moran

From: Steve Chutchian
Sent: Monday, January 16, 2006 4:05 PM
To: Carmen Moran
Cc: Nancy Cline
Subject: Final Plat/Lot 3, Quorum Centre-East No. 2

The following comments are submitted for **FINAL PLAT/Lot 3, Quorum Centre-East No. 2:**

- Quorum Drive is a minor arterial with a projected right-of-way width of 84 ft. The proposed addition to the existing property has an adjacent right-of-way width of 80 ft. Dedication of 2 ft. along this portion of Lot 3 should be included on final plat.
- The proposed 25 ft. building set-back line is not shown correctly along the entire eastern line of the property and should be adjusted.
- Expansion of the current structure to the north will require abandonment and relocation of existing 10 ft. utility easement. Existing facilities in this easement must be relocated accordingly.

Should you have any questions, please let me know.

Steve Chutchian, P.E.

PATE SURVEYORS
division of Pate Engineers, Inc.

ITEM # 4

January 26, 2006

Attention: Mr. Moshen Heidari
Arthur's Restaurant
15175 Quorum Drive
Addison, TX 75001

Reference: Final Plat-Lot 2, Quorum Centre, East No. 2
2.050 acres
Pate Project No. 0831-009-51

Dear Mr. Heidari:

Per your request, a 10 foot utility easement in the middle of Lot 2 will be abandoned per this plat. The only visible utility within this easement is a gas meter, and it is our understanding that you have contacted the gas company to ensure that it is not theirs. If it is discovered the easement is utilized by others during construction, we may have to create or relocate a new easement by separate instrument.

Please call if have any questions or need anything further .

Yours truly,
PATE SURVEYORS

David Lewis, RPLS
Survey Manager

ARLINGTON • 2201 Brookhollow Plaza Drive, Suite 160 • Arlington, Texas 76006 • T: 817.695.4994 F: 817.695.5888 Toll Free: 866.533.PATE (7283)
www.pateeng.com

MERITORIOUS EXCEPTION TO THE ADDISON SIGN ORDINANCE
STAFF REPORT
ME 2006-3

Date: January 20, 2006
Business: Capital One
Location of Request: 14651 Dallas Parkway

Ordinance Requirement	Request	Variance
Sec. 62-163. Area. Total effective area of attached signs shall not exceed the following schedules: (1) On an attached sign located at a height of up to 36 ft, the effective area is limited to 1 sq ft of sign area for each linear foot of building frontage not to exceed 100 sq ft (2) An attached sign located at or exceeding a height of 36 ft shall be permitted an increase in maximum effective area. Such increases shall not exceed 4 sq ft in effective area for each additional 1 ft of height above 36 ft measured from the base of the sign to the building grade. (3) Attached signs may be located on each façade; however, the sum of the effective area of all attached signs shall not exceed twice the allowable effective area as specified in subsections (1) and (2) of this section. (4) Building with 4 or more stories in height may have not more than 2 attached signs per façade provided that: a. Each sign is designated for a separate tenant. b. One sign must be located on or near the uppermost story of the building while the 2nd sign is to be located on the 1st or ground level floor. c. Signs may be no closer than 30 ft apart. d. The combined effective sq footage of both signs may not exceed twice the allowed effective sq footage as specified in subsections (1) and (2) of this section. (5) Maximum letter/logo height of attached signs shall not exceed twice the allowable effective area as specified in subsections (1) and (2) of this section. Maximum letter/logo height of attached signs shall be determined by the following schedule: Sign Height (feet) — Maximum Letter/Logo Height (inches) 0 - 36 — 16 37 - 48 — 36 49 - 100 — 48 101 - 150 — 60 151 and up — 7 a. Letter heights in excess of 72 inches must be approved by the city council. b. Not more than 50% of the letters in each individual sign height category may be 25% taller than the specified maximum letter/logo height. (6) Copy on awnings is allowed in accordance with the above regulations for area and letter height. For back-lit awnings, the area of the sign shall be based on the area of the awning that is back-lit or illuminated.	The applicant is requesting an additional tenant sign with an area of 114 square feet to be located on the east façade near the top of the sixth story portion of the building.	The ordinance only allows one tenant sign to be located near the uppermost story and one to be located on the first or ground level floor.

STAFF RECOMMENDATION: Taking into consideration the distance between the proposed sign and where a sign may be installed by ordinance, the size of the facade, and the difference in the roof height staff feels this will not have an adverse visual impacct on the area therefore recommends approval.

STAFF: Lynn Chandler
Lynn Chandler, Building Official

#R6-1

#R6.2

TOWN OF ADDISON

BUILDING INSPECTION DEPARTMENT

(214) 450-2880

Post Office Box 144 Addison, Texas 75001

16801 Westgrove

APPLICATION FOR MERITORIOUS EXCEPTION TO THE SIGN ORDINANCE

APPLICATION DATE: 1/20/06 FILING FEE: $200.00 CASE #: _____

APPLICANT: Chandler Signs, LP

ADDRESS: 3201 Manor Way SUITE #: _____

Dallas, TX 75235 PHONE #: 214-902-2000

CITY STATE ZIP

STATUS OF APPLICANT: Owner_____ Tenant_____ Agent ✓

LOCATION WHERE EXCEPTION IS REQUESTED:

14651 Dallas Parkway, Addison, TX 75254

REASONS FOR MERITORIOUS EXCEPTION:* (See below for PLAN REQUEST)

Capital One respectfully request permission to install (1) set of internally illuminated letters (38 1/2"/47") on the upper portion of the building at 14651 Dallas Parkway. These letters are replacing the existing copy reading "Hibernia". A new tenant moving into the same building has already had their signs approved thereby creating the need for a variance to the existing sign code.

*YOU MUST SUBMIT THE FOLLOWING:

10 COPIES OF THE PROPOSED SIGN SHOWING THE FOLLOWING: LOT LINES, NAMES OF ADJACENT STREETS, LOCATION OF EXISTING BUILDINGS, EXISTING SIGNS, PROPOSED SIGNS, AND SKETCH OF SIGN WITH SCALE AND DIMENSIONS INDICATED. (8 1/2 X 11 PLEASE)

DATE FEES PAID: 1-24-06 CHECK #: 5177 RECEIPT #: 26089

Joseph Mier

From: Martha Lefebvre [MarthaL@RWMGMANAGEMENT.COM]
Sent: Friday, January 20, 2006 9:00 AM
To: Joseph Mier
Subject: RE: Capital One

Joe,

Thanks so much for the pictures. The Capital One signage looks nice and by means of this email I approve the artwork.

Have a great day,

Martha Lefebvre
Property Manager
RWMG Management

(972) 233-3216 Office
(972) 788-1179 Fax

From: Joseph Mier [mailto:jmier@chandlersigns.com]
Sent: Thursday, January 19, 2006 4:00 PM
To: Martha Lefebvre
Subject: FW: Capital One

Martha,
Here is the artwork for the Capital One signs.

Joseph Mier
Sr. Project Manager
972-739-6571 (voice)
214-902-2044 (fax)
jmier@chandlersigns.com

#R6-3

TOWN OF ADDISON

BUILDING INSPECTION DEPARTMENT 16801 Westgrove
(972) 450-2880 Fax: (972) 450-2837 Post Office Box 9010 Addison, Texas 75001-9010

To: Carmen Moran, Director Development Services

From: Lynn Chandler, Building Official

Date: January 20, 2006

Subject: Exceptions to the Sign Ordinance for Attached Signs

The following list consists of exceptions to attached signs:

1. Addison Town Center Shopping Center located in the 3700 to 3800 block of Belt Line Road was granted an exception for letter heights up to 6' and more than one side per façade. October 1994

2. Village on the Parkway located at 5100 Belt line Road was granted an exception for letter Heights up to 30", more than one sign per façade and blade signs. June 1996

3. Addison Circle was granted an exception for more than two signs on a building four or More stories in height, signs above the roof and blade signs. March 1997

4. Centennial Liquor Store located at 15055 Inwood Road was granted an exception to place more than one sign on the east façade. March 1999

5. Hallmark located at 14312 Marsh Lane was granted an exception for letter heights of 36" and 26" due to the thin stroke of the letters and being located 250' from Marsh Lane. June 2000

6. Abbotsford Court located at 14775 Midway Road was granted an exception for letter heights of 29" and 24 " due to the thin stroke of the letters and being located 300' from Midway road. June 2001

7. Dunhill Property Management was granted an exception to place four murals, 81 Sq. Ft. each, on the south façade and five murals, 75 Sq. Ft. each, on the west façade of Suite 840 at 5100 Belt Line Road. These murals were considered signage but were approved because they were not deemed to be a blight or offensive. October 2001

8. Gilbert's Delicatessen Restaurant located at 4930 Belt Line Road Suite 100 was granted an exception for letter heights of 24", 22" and 20" due to a set back of 278' from Belt Line Road. March 2001

9. Hilton Garden Inn located at 4090 Belt Line Road was granted an exception for letter heights of 22" due to a set back of 355' from Belt Line Road. June 2002.

10. Isotag located at 4355 Excel Parkway Suite 100 was granted an exception for an attached sign with a logo height of 31.5" and letter heights of 25" due to a setback of 120' from Excel Parkway. July 2002.

11. Hibernia Bank located at 14651 Dallas Parkway was granted an exception to place an additional sign on the east façade. October 2002.

12. BJ's Restaurant located at 4901 Belt Line Road was granted an exception for attached signs with letter heights of 39", 28", and murals with figures 8' and 9' in height. The signs were 110', 163', 135' and 143' respectively from Belt Line Road. December 2002.

13. Chip's Old Fashioned Hamburgers located at 4950 Belt line Suite 190 was granted an exception for an attached sign with letter heights of 30" due to a set back of 250' from Belt Line Road. April 2003.

14. Sigel's Liquor located at 15003 Inwood Road was granted an exception for an attached sign with letter heights of 24" due to a setback of 93' to 100' from Inwood Road. June 2003.

15. Two Rows Restaurant located at 17225 Dallas Pkwy was granted an exception for attached signage with letter heights of 30" due to setbacks of 110' from Dallas Pkwy and 147' from Addison Rd. July and September 2003.

16. Vartec Telcom/ Excel located at 16675 Addison Rd. and 4550 Excel Pkwy was granted an exception for attached signs with logo heights of 48" at 16775 Addison Rd. due to setbacks of 160' Excel Pkwy and 145' from Addison Rd. and logo heights of 36" at 4550 Excel Pkwy due to a setbacks of 95' and 105' from Excel Pkwy.

17. Pot Belly Sandwich Works located at 4945 Belt Line Rd was granted an exception for attached signs with letters 30" in height due to a setback of 95' from Belt line Rd. They were not, however, allowed any area increases. Nov 2003.

18. Mama Fu's Noodle House located at 3711 Belt Line Rd was granted an exception for attached signs with letters 30" in height due to a setback of 115' from Belt Line Rd. Jan 2004.

19. Addison Walk located at 5000 Belt Line Rd was granted an exception for attached signs with letters 36", 30" and 24" in height due to setbacks of 100' to 179' from Belt line Rd. Jan 2004.

20. Authentix was granted an exception for an attached sign with letters 28', 25" and 21.5" in height due to a setback of 120' from Excel Parkway. Feb 2004.

21. Champps Restaurant was granted an exception for attached signs with letters 35", 28", 32.5" and 26" in height due to setbacks of 168' and 133' from Belt Line Rd. Mar 2004.

22. Pot Belly Sandwich Sandwich Works located at 4945 Belt line Rd was granted an exception for attached signs with letters 30" in height due o a setback of 95' from Belt Line Rd. May 2004.

23. Wachovia Bank located at 5080 Spectrum Dr was granted an exception for more than one attached sign on the south façade of the building and attached signs with a logo 30" in height and more than 50% of the letters exceeding 16" in height due to the area of the facades they were located on. November, 2004.

24. Sam's located at 4150 Belt Line Rd was granted an exception for three attached signs, with areas of 147 sq ft and a 36" letter, 92 sq ft and a 24" letter, and 25 sq ft due to a set back of 410 ft from Belt Line Rd, the size of the façade it's on and that the number of signs was reduced from six to three. December, 2004.

25. Charter Furniture located at 15101 Midway Rd was granted an exception for three additional signs on the east façade due to the construction of the Midway Rd bridge next to their building. January 31, 2005.

26. Century Bank located at 3701 Belt Line Rd was granted an exception for an additional sign on the south façade with a logo 24" in height and more than 50% of the letters 20" in height.

27. Auto Care European located at 4304 Wiley Post Rd was granted an exception for a sign with letters 24" in height due to a set back of 130 ft from Wiley Post Rd.

28. Café Japon and Boba Tea located at 4933 Belt line Rd were granted an exceptions for signs with logos 30" in height and letters 24" and 22" in height due to a setback of 95" from Belt Line Rd.

29. On The Border located at 4855 Belt line Rd was granted exceptions for signs with logo and letter heights of 31', 35.5", 34.5", a projection greater than 18" from the façade and LED or neon skeleton type lighting that was recessed in a cove. The signs were located 109', 160', 175', 300' and 320' from the ROW. August 2005.

30. Wachovia Bank located at 5080 Spectrum was granted an exception for an 8,649 sq ft sign located on the south façade for a maximum of 60 days. September 2005.

31. Sprint located at 4943 Belt Line rd was granted an exception for a sign with a logo height of 27.5" and letters 18.75" in height. December 2005.

30'-0"± 4'-6"

4'-9"± 4'-0"

E1 EXISTING CHANNEL LETTERS

NO SCALE

REMOVE EXISTING CHANNEL LETTERS/LOGO & DISCARD AS REQ'D -
CHANDLER SIGNS TO PATCH & REFURBISH WALLS AS REQ'D AFTER SIGN REMOVAL -
EXACT FINISH IS TO BE DETERMINED

28'-0⅞" 9'-0"

8'-8" 4'-1"

R1 RECOMMENDED CHANNEL LETTERS

NO SCALE

MANUFACTURE & INSTALL (1) SET CUSTOM CHANNEL LETTERS

NOTE: LOCATE TRANSFORMERS ON EXISTING PARAPET RACEWAY

NOTE: AVOID ROOF SCUPPER

28'-0⅞"

4'-1" OVERALL

38½"

47'¹⁵⁄₁₆"

5" ¼"

END VIEW

E1 CUSTOM ILLUMINATED LETTERS

SCALE: 3/8" = 1'-0"

MFR. & INSTALL (1) SET INTERNALLY ILLUMINATED CHANNEL LETTERS:
FABRICATED ALUMINUM LETTERS PAINTED MATTHEWS N923 BLACK - INSIDE PAINTED LIGHT-ENHANSING WHITE -
IMPACT-MODIFIED ACRYLIC FACES w/ BLACK JEWELITE RETAINERS - INTERNALLY ILLUMINATED w/ WHITE LED MODULES -
MOUNT 1/4" OFF OF EXTERIOR WALL w/ NON-CORROSIVE FASTENERS AS REQ'D

Capital One

Design #
C1-25550
Sheet 1 of 8

Client
CAPITAL ONE #25550

Address
14651 DALLAS PKWY.
DALLAS, TEXAS

Account Rep. HAGLE / MIER
Designer MAB
Date 1-10-06

Approval / Date
Client
Sales
Estimating
Art
Engineering
Landlord

Revision / Date

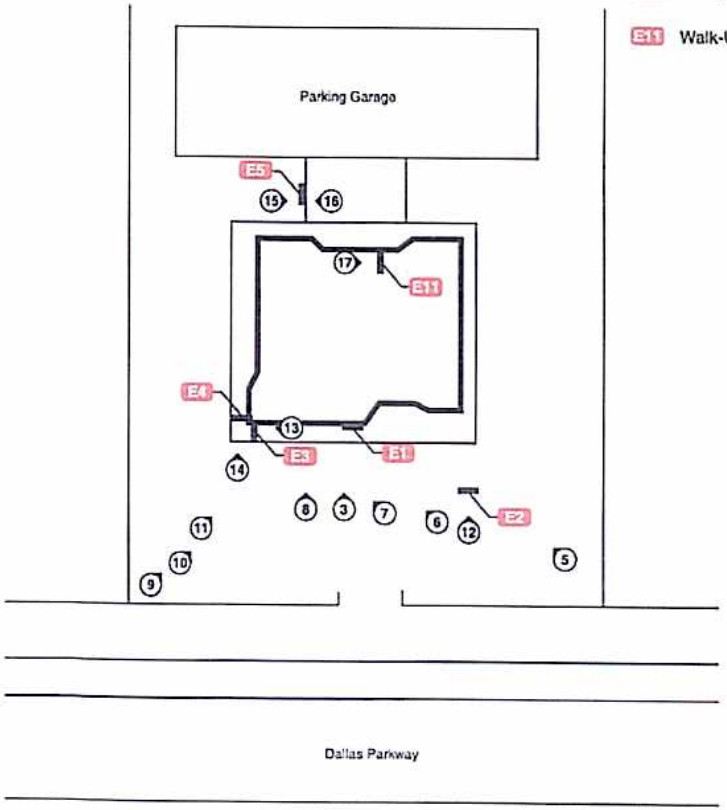
Chandler Signs
www.chandlersigns.com
3201 Manor Way Dallas, TX 75235
214-903-2000 Fax 214-903-2044
12106 Vulliant San Antonio, TX 78216
210-349-3804 Fax 210-349-8724
1335 Park Center Drive Ste. 200
Vista, CA 92081
760-967-7003 Fax 760-967-7033
750 E. Hwy 24 - Bldg. 2 Ste. 200
Woodland Park, CO 80863
719-687-3507 Fax 719-687-3506
P.O. Box 43123 Louisville, KY 40253
502-489-3460 Fax 502-234-3843

FINAL ELECTRICAL CONNECTION BY CUSTOMER

DESIGNED TO BE MANUFACTURED TO U.L. SPECIFICATIONS AND WILL BEAR THE U.L. LABEL(S). INSTALL IN ACCORDANCE WITH NATIONAL ELECTRICAL CODES.

#R6-4

Site Plan with Existing Signage & Photo Locations



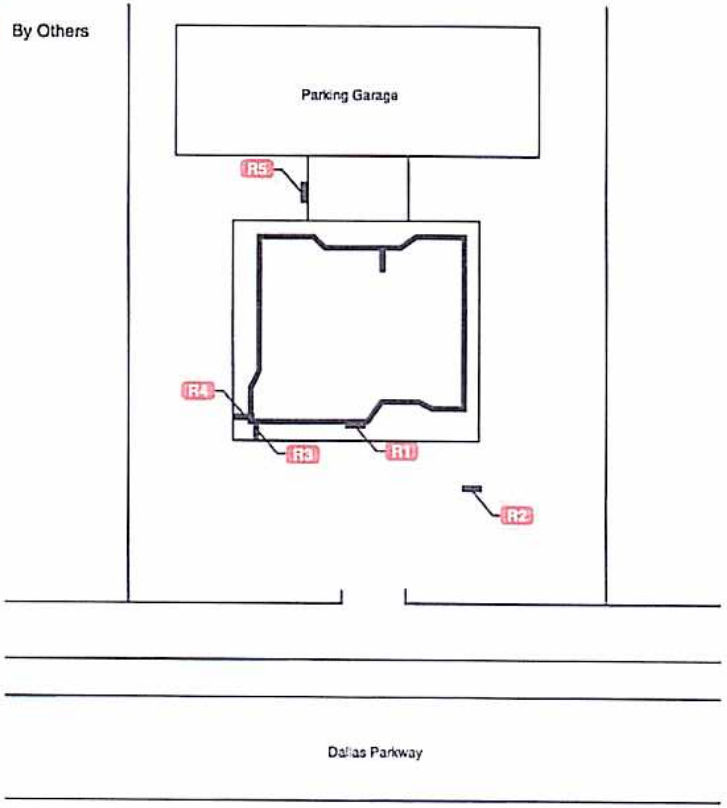
Existing Sign

- E1 Illuminated Letters
- E2 4'-1" x 2'-3" SF Non-Illuminated Directional
- E3 4'-1" x 2'-3" SF Non-Illuminated Directional
- E4 4'-1" x 2'-3" SF Non-Illuminated Directional
- E5 2'-0" x 2'-3" DF Non-Illuminated Directional
- E6 8" Non-Illuminated Letters
- E7 8" Non-Illuminated Letters
- E8 Office Suite Plaque
- E9 Lobby Directory
- E10 Lobby Directory
- E11 Walk-Up ATM

Recommendation

- R1 Custom Illuminated Letters
- R2 Custom Vinyl Graphics for Existing Directional Sign
- R3 Custom Vinyl Graphics for Existing Directional Sign
- R4 Custom Vinyl Graphics for Existing Directional Sign
- R5 Custom Reface & Refurbish
- R6 INT-8 Interior Letters
- R7 INT-8 Interior Letters with Custom Seconday Letters
- R8 By Landlord
- R9 By Landlord
- R10 By Landlord
- R11 By Others

Site Plan with Recommended Signage



CapitalOne

Design #
C1-25550
Sheet 8 of 8

Client
CAPITAL ONE #25550

Address
14651 DALLAS PKWY.
DALLAS, TEXAS

Account Rep. HAGLE / MIER
Designer MAB
Date 1-10-06

Approval / Date
Client
Sales
Estimating
Art
Engineering
Landlord

Revision / Date

Chandler Signs

www.chandlersigns.com

3201 Manor Way Dallas, TX 75235
214-902-2000 Fax 214-902-2044

12104 Vellant San Antonio, TX 78216
210-349-3804 Fax 210-349-8724

5335 Park Center Drive Ste. 200
Vista, CA 92081
760-967-7063 Fax 760-967-7033

750 E. Hwy. 24 - Bldg. 2 Ste. 200
Woodland Park, CO 80863
719-687-2507 Fax 719-687-2504

P.O. Box 43233 Louisville, KY 40253
502-489-3660 Fax 502-254-3843

FINAL ELECTRICAL CONNECTION BY CUSTOMER

UL LISTED TO BE MANUFACTURED TO U.L. SPECIFICATIONS, AND WILL BEAR THE U.L. LABEL(S). INSTALL IN ACCORDANCE WITH NATIONAL ELECTRICAL CODES.

Council Agenda Item: #R8

SUMMARY:

Council authorization to release the 2005 Comprehensive Annual Financial Report (CAFR) is requested.

FINANCIAL IMPACT:

No Financial Impact

BACKGROUND:

Attached is the Town's 2005 Comprehensive Annual Financial Report (CAFR) that thoroughly describes the Town's financial condition as of September 30, 2005. Included with the CAFR is the independent Auditors' Report prepared by Weaver and Tidwell, LLP. The Auditors' Report reflects a "clean" opinion indicating the Town's finances are managed and reported in conformity with generally accepted accounting principles.

Also, please find the attached Auditors' Report to Management and the responses by Town staff.

We would also like to acknowledge the efforts of Jerry Gaither and Dale Jensen at Weaver and Tidwell. They were thorough in their audit and provided valuable assistance to the Town's accounting staff.

RECOMMENDATION:

Staff recommends that the Council authorize the release of the 2005 Comprehensive Annual Financial Report.

Addison!

Financial and Strategic Services

MEMO

To: Ron Whitehead

From: Randy Moravec

CC: Lea Dunn, Bryan Langley

Re: Auditor's Management Letter

Date: February 6, 2006

Please find attached the Report to Management developed by Weaver and Tidwell LLP as part of their audit of the Town's financial records for the year ending September 30, 2005.

Current Year Comments

For 2005, Weaver and Tidwell identified the following management comment in their report. This comment is not classified as a reportable condition.

Payroll

We agree with the auditor's comments. The Human Resources Director will be implementing a formal review process to review payroll records. The attached memorandum from Judy Stafford describes the process in further detail.

Status of Prior Year Comments

As discussed in the Report to Management, the Town implemented all of the auditor recommendations related to the 2004 report.

It has been a pleasure working with the staff of Weaver and Tidwell. Their assistance with the preparation of the 2005 CAFR is greatly appreciated.

Addison!®

Human Resources

Date: February 6, 2006
To: Bryan Langley
Assistant Finance Director
From: Judy Stafford
Director of Human Resources
RE: Management Recommendations from the Auditor

Bryan,

I have reviewed the management recommendations submitted by Weaver and Tidwell and I have no objection to implementing a policy whereby I will document that I perform a monthly review of payroll records. This will not require a change in procedure but will merely formalize and provide documentation of my periodic payroll records audit. This policy will be effective immediately.

Please let me know if you need any additional information.

#R8-4

TOWN OF ADDISON, TEXAS

MANAGEMENT RECOMMENDATIONS

SEPTEMBER 30, 2005

WEAVER AND TIDWELL
L.L.P.
CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

January 31, 2006

The management of the Town of Addison ("the Town") is responsible for establishing and maintaining the Company's internal control. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of internal control policies and procedures.

The Town's internal control consists of policies and procedures established by management to provide reasonable, but not absolute, assurance that the financial data are recorded, processed, summarized, and reported consistent with the assertions embodied in the financial statements. In establishing those policies and procedures, management assesses their expected benefits and related costs. Because of the inherent limitations in any system of internal control, errors or irregularities may nevertheless occur and not be detected. Also, projection of any assessment of internal control to future periods is subject to the risk that policies or procedures may become inadequate because of changes in conditions or that the degree of compliance with the policies or procedures may deteriorate.

In planning and performing our audit of the financial statements of the Town of Addison for the year ended September 30, 2005, we considered its internal control in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on internal controls. Additionally, we evaluated the status of the comments from our audit of the previous year. These matters, which were considered by us during our audit of the financial statements and do not modify the opinion expressed in our report dated December 9, 2005, are presented in the following paragraphs.

Payroll

Observation

In gaining an understanding of the internal controls over the payroll process, it was noted that due to the limited number of people in the payroll department there appeared to be an inadequate segregation of duties over the setting up of personnel and the processing of payroll in the payroll department. The control in place to mitigate the segregation of duties issue noted is that the human resource director performs a review of the payroll records on a regular basis. The issue noted was that there was no formal procedure in place on how often the human resource director is required to perform her review, or any documentation that the review was performed.

Recommendation

We recommend that the Town implement a formal process whereby the human resource director is required to perform and document her review of the payroll records on a monthly basis.

DALLAS
Three Forest Plaza
12221 Merit Drive
Suite 1400
Dallas, Texas 75251-2280
972.490.1970
F 972.702.8321

FORT WORTH
1600 West Seventh Street
Suite 300
Fort Worth, Texas 76102-2506
817.332.7905
F 817.429.5936

WWW.WEAVERANDTIDWELL.COM

AN INDEPENDENT MEMBER OF BAKER TILLY INTERNATIONAL

Status of Prior Year Comments

Accompanying this letter is a summary of the status of prior year's comments, which should be read along with our current observations and recommendations

Concluding Comments

If we may be of assistance in further discussion or implementation of the above comments, please feel free to call upon us. We appreciate the opportunity to be of service and wish to express our appreciation to the officers and employees of the Town for their cooperation and assistance during the course of our audit

This report is intended solely for the information and use of the Town Council and management of the Town.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

STATUS OF PRIOR YEAR'S COMMENTS

The status of prior year's recommendations is based upon discussion with management and limited review of their implementation.

Recommendations	Implemented	Implementation Not Implemented	In Process
We recommend that the Town include all costs directly incurred to acquire fuel inventory, including surcharges, as inventory in the general ledger. The clearing account should be reconciled and appropriate adjustments made on a timely basis.	X		

Council Agenda Item: #R9

SUMMARY:

We are recommending that the Council authorize the City Manager to enter into a Commercial License Agreement with TXU Service Delivery Company to allow public use of TXU's electric transmission right-of-way for a dog park.

FINANCIAL IMPACT:

Budgeted Amount: **N/A**

Cost: **N/A**

BACKGROUND:

The future site for the dog park is is located on the east end of the existing Easement Park between the Office in the Park office site and the Marriott Courtyard. Staff has contacted both businesses about the pending improvements and they responded favorably. Once this agreement is approved, the parks department will begin the improvements by supplying water and electrical sources, grading the site and installing an irrigation system. The other improvements such as the concrete work and fencing will be performed by outside contractors. Funding totaling $65,000 was budgeted in the 2006 parks operations budget; however, some of the work may be donated. Herb Meeks, landscape architect, donated his time to provide the park design, which is attached with an aerial photo of the site.

Staff will hold a citizen input meeting this month to give citizens a chance to see the design and to provide any feedback they may have. The improvements should be completed by the end of April 2006. There should not be a significant impact on the parks budget to maintain the site once it is opened.

RECOMMENDATION:

Staff recommends approval.

Attachments: Commercial License Agreement
Dog Park Design
Aerial Photo

Farmers Branch 138 kV Loop from
DPL Northlake – Kirkland Park
Northlake – Northaven Sub 138 kV
Deed 2404, Deed H-4.5
Request No. 20060003-ljr

COMMERCIAL LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement"), dated as of January 16, 2006 (the "Agreement Date"), between **TXU Electric Delivery Company**, a Texas corporation ("Licensor") and the **Town of Addison** ("Licensee") (Licensor and Licensee may hereinafter be referred to individually as a "Party" and collectively as the "Parties"), recites and provides:

RECITALS:

A. Licensor owns a certain tract of real property consisting of 5.48 acres, more or less, in Dallas County, Texas and 6.00 acres, more or less, in Dallas County (the "Licensor's Property"), which property is more particularly described in a deed dated July 22, 1957 and a deed dated October 22, 1956, a copy of which is attached hereto as Exhibit A and incorporated herein.

C. Licensee desires to use that portion of Licensor's Property **[see Exhibit B attached]** (the "Licensed Property"), for a **Dog Park**.

AGREEMENT:

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Revocable License. Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, a revocable license to use the Licensed Property for a Dog Park as of the Agreement Date (the "License").

a) TXU Electric Delivery Company retains the ability to access the transmission right of way and any structure that may be included in the fenced area including 16' gates with a TXU Electric Delivery lock be included at either end of the facility.

b) Fences must be grounded.

c) Contact TXU Electric Delivery Company Operations at (817) 496-2736 before digging.

2. Term; Termination of License. This Agreement may be terminated and the License revoked at any time in the sole discretion of Licensor after ninety calendar days

prior written notice to Licensee. Upon revocation or termination of the License, Licensee will immediately vacate and cease to use the Licensed Property.

3. License Fee. Licensee shall pay Licensor the amount of $0.00 (the "License Fee"), in advance, on or before the Agreement Date. Licensee agrees to pay the License Fee at Licensor's notice address. License may be extended for a maximum of six months after the expiration date, upon 90 days written notice by Licensee

4. Security Deposit. Upon execution of this Agreement, Licensee shall deposit with Licensor the amount of $0.00 as security for the full performance by Licensee of the terms of this Agreement ("Security Deposit") and shall maintain this Security Deposit throughout the term of this Agreement. At any time during this Agreement, or upon termination, Licensor shall have the right to apply the Security Deposit against any amounts Licensee may owe Licensor. The balance of the Security Deposit, if any, shall be returned to Licensee when this Agreement is terminated. In the event the Security Deposit is insufficient to cover all of Licensee's obligations, Licensee shall remain liable for the deficiency amount.

5. Maintenance. Licensee is responsible for maintenance and repair of the entire Licensed Property. Licensor shall have no obligation to maintain or repair the Licensed Property. In the event that Licensee's failure to properly maintain the Licensed Property results in a lien being filed against the Licensed Property, in addition to reimbursing Licensor for payment of the lien amount, Licensee shall pay to Licensor the amount of [$500.00] for its costs and expenses associated with obtaining the release of each such lien.

6. Successors and Assigns. This Agreement shall inure to the benefit of and bind the respective Parties hereto and their successors, assigns, heirs and representatives. Notwithstanding the preceding sentence, Licensee shall not have the right to assign this Agreement without the prior written consent of Licensor, which consent may be withheld for any reason in Licensor's sole and absolute discretion. The permission given in this Agreement is personal to Licensee, and is for the sole use of Licensee and Licensee's invitees or guests. Any purported assignment of this Agreement by Licensee without the prior written consent of Licensor shall be null and void ab initio.

7. No Relationship Other than Licensor and Licensee. Nothing contained in this Agreement shall create or be construed to create any relationship between the Parties except that of licensor and licensee.

8. Liability Insurance. The Town of Addison is self insured against liability.

9. Indemnification. Licensee, to the extent allowable by law, agrees to defend, indemnify and hold harmless Licensor, its officers, agents and employees, from and against any and all claims, demands, causes of action, loss, damage, liabilities, costs and expenses (including attorneys' fees and court costs) of any and every kind or character, known or unknown, fixed or contingent, for personal injury (including death), property damage or other harm for which recovery of damages is sought or suffered by any person

or persons that may arise out of, or be occasioned by, the negligence, misconduct or omission of Licensee, its officers, agents, associates, employees, contractors, subcontractors, subconsultants, or any other person entering onto the Licensed Property, except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of Licensor, its officers, agents, or employees or separate contractors, and in the event of joint and concurrent negligence of both Parties, responsibility and indemnity, if any, shall be apportioned comparatively.

10. Compliance with Law. Licensee shall, at its own cost and expense, comply with all applicable laws, including but not limited to existing zoning ordinances, governmental rules and regulations enacted or promulgated by any governmental authority and shall promptly execute and fulfill all orders and requirements imposed by such governmental authorities for the correction, prevention and abatement of nuisances in or upon or connected with the Licensed Property because of Licensee's use thereof. Licensee shall also comply with all laws and regulations pertaining to hazardous waste, hazardous materials and the environment.

11. Licensor's Access. Licensor and its employees, authorized agents and representatives shall have the right to enter the Licensed Property at any time for any purpose, it being understood that from time to time entry will be necessary for general inspections of Licensor's facilities. This License is nonexclusive, and Licensor, its employees, agents, representatives, and others whom it may license, may go upon, make improvements upon, use and traverse the above described Licensed Property and make changes in the location of or additions to Licensor's transmission and distribution facilities located thereon without payment of compensation to Licensee and without liability for any damage or interruption resulting to Licensee of its activities or business. Licensee shall not take any actions or make any improvements that in any way interfere with Licensor's access to the Licensed Property.

12. Acceptance of Licensed Property; Improvements. Licensee acknowledges that it has fully inspected the Licensed Property and accepts the Licensed Property in its present condition as suitable for the purposes for which it is licensed. Licensee shall not make or cause to be made any improvements to the Licensed Property, including but not limited to any buildings, parking areas, light standards, fences, shrubs, trees or signs, except as approved in writing by Licensor and then only at the sole cost and expense of Licensee. If at any time, any improvements made by Licensee, in the sole judgment of Licensor, interfere with Licensor's use or enjoyment of the Licensed Property, Licensor shall have the right to remove said improvements. Licensor shall notify Licensee in writing that within ninety calendar days the improvements must be removed at Licensee's sole cost. If at the end of such ninety day period the improvements have not been removed, Licensor may remove them, at Licensee's sole expense. Licensor will not be responsible nor will compensation be paid for damages incurred by such removal, including, but not limited to, damages for loss of use of the improvements or business interruption. However, in an emergency, Licensor shall have the right to immediately remove the improvements. If the improvements are removed, Licensor will not unreasonably withhold consent for Licensee to relocate the improvements within the Licensed Property.

13. Condition Upon Termination. Upon termination of this Agreement, Licensee shall surrender the Licensed Property to Licensor in the same condition as received except for ordinary wear and tear. In addition, Licensor may require Licensee to remove any improvements made to the Licensed Property by Licensee prior to the termination of this Agreement and to restore the Licensed Property to its original condition, at Licensee's expense. All improvements not removed at Licensor's request, shall become Licensor's property at no cost or expense to Licensor.

14. Boom-Type Equipment. Use of draglines or other boom-type equipment in connection with any work to be performed on the Licensed Property by Licensee, its employees, agents, representatives or contractors must comply with Chapter 752, Texas Health and Safety Code, the National Electrical Safety Code and any other clearance requirements. Notwithstanding anything to the contrary herein, in no event shall any equipment be within fifteen feet of Licensor's power lines situated on or near the Licensed Property. Licensee must give notice to Licensor at least three business days prior to the use of any boom-type equipment on the Licensed Property. Licensor reserves the right to refuse Licensee permission to use boom type equipment.

15. No Liens on Licensed Property. During any period of construction and at all times while this Agreement is in effect, Licensee shall take whatever steps are necessary to prevent any liens, including but not limited to mechanics liens and materialmen's liens, from attaching to the Licensed Property. Licensee shall immediately pay such sums as may be necessary to dispatch liens and encumbrances filed with respect to all or any portion of the Licensed Property resulting from the construction, maintenance or presence of any of Licensee's improvements, or Licensee's failure to provide general upkeep on the Licensed Property.

16. Default. It is understood and agreed that, if Licensee shall default in any of the terms and conditions herein stated and such default continues for a period of ten calendar days after Licensor notifies Licensee of such default, Licensor may, but is not obligated to (a) take any actions necessary to remedy Licensee's default, upon which Licensor may apply the Security Deposit to any costs and expenses incurred by Licensor, and/or (b) terminate this Agreement and upon such termination all rights, but not the obligations, of Licensee hereunder shall cease and come to an end. If Licensor decides to terminate this Agreement pursuant to this Paragraph 15, there shall be no prorata refund to Licensee of a portion of the License Fee for the then current year.

17. Construction of Barricades. Licensee shall construct, at Licensee's own expense, barricades around towers and fixtures, which might be in the vicinity of vehicular traffic, such barricades to be as shown on Exhibit "C", attached hereto and by reference made a part hereof.

18. Prior Agreements. This Agreement constitutes the sole and only agreement of the Parties with regard to the Licensed Property and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter of this Agreement.

19. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to this Agreement, and duly executed by the Parties.

20. Applicable Law. THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF TEXAS OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF TEXAS. THE PARTIES MUTUALLY CONSENT TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS IN DALLAS COUNTY, TEXAS AND AGREE THAT ANY ACTION, SUIT OR PROCEEDING CONCERNING, RELATED TO OR ARISING OUT OF THIS AGREEMENT AND THE NEGOTIATION OF THIS AGREEMENT WILL BE BROUGHT ONLY IN A FEDERAL OR STATE COURT IN DALLAS COUNTY, TEXAS AND THE PARTIES AGREE THAT THEY WILL NOT RAISE ANY DEFENSE OR OBJECTION OR FILE ANY MOTION BASED ON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE, INCONVENIENCE OF THE FORUM OR THE LIKE IN ANY CASE FILED IN A FEDERAL OR STATE COURT IN DALLAS COUNTY, TEXAS.

21. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that all signatures appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

22. Notices. All notices shall be in writing and sent by hand delivery, overnight delivery service, or certified or registered mail, to the following addresses:

If to Licensor: TXU Electric Delivery Company
Right of Way Office
115 W. 7th Street
Suite 725
Fort Worth, Texas 76102

If to Licensee: Town of Addison
P.O. Box 9010
Addison, Texas 75001-9010

Notices shall be deemed received (i) immediately upon hand delivery (ii) the next business day after depositing with an overnight delivery service, or (iii) two business days after depositing with the United States Postal Service if given by certified or registered mail, postage prepaid. Either Party may change its address by notifying the other Party in the manner described above.

IN WITNESS WHEREOF, the Licensor has caused to be duly executed and the person(s) constituting the Licensee have duly executed this License Agreement as of the date first above written.

LICENSOR:

TXU Electric Delivery Company

By: _____
Name: Thomas F. Newsom
Title: Attorney-in-Fact

STATE OF TEXAS §
§
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction, this ___ day of _____, 2006 by _____, as _____ of TXU Electric Delivery Company, a Texas corporation, on behalf of the corporation.

_____
Notary Public in and for
the State of Texas

LICENSEE:

Town of Addison

By: _____
Name:
Title:

STATE OF TEXAS §
§
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction, this ___ day of _____, 2006 by _____.

_____
Notary Public in and for
the State of Texas

Deed 2404

4741/148

7-22-57

#6

NORTH LAKE - NORTHAVEN SUB

138KV. F/M

130646...$1.75

THE STATE OF TEXAS

COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS:

That I, J. E. Bush, for and in consideration of the sum of THIRTY THOUSAND AND NO/100 ($30,000.00) DOLLARS to me in hand paid by Texas Power & Light Company, the receipt of which is hereby acknowledged, have Granted, Sold and Conveyed and by these presents do Grant, Sell and Convey unto the said Texas Power & Light Company, a Texas Corporation, the following described property, lying and situated in Dallas County, Texas, being a part of the Thomas L. Chenoweth Survey, Abstract No. 273, and being a part of a 120 acre tract of land conveyed to J. E. Bush by Gladys Bandy Bush by a deed of record in Volume 3493, Page 441, Deed Records of Dallas County, Texas, and a part of that certain tract of land described in a deed from C. C. Calloway, et al, to J. E. Bush, of record in Volume 4634, Page 232, Deed Records of Dallas County, Texas, and more particularly described by metes and bounds as follows:

> BEGINNING at an iron pipe at the southeast corner of the said 120 acre tract, same being the northeast corner of a tract of land conveyed to Janie Stark by a deed of record in Volume 3086, Page 411, Deed Records of Dallas County, Texas;
>
> THENCE in a northerly direction, along the east line of the said 120 acre tract, at 2145 feet pass the northeast corner of the said 120 acre tract and continue in a northerly direction along the east line of the tract of land described in the deed of record in Volume 4634, Page 232, Deed Records of Dallas County, Texas, in all a distance of 2288.0 feet, more or less, to a point in the south right of way line of the existing relocated Belt Line Road (100 feet wide);
>
> THENCE in a southwesterly direction, with the said south right of way line of the existing relocated Belt Line Road and with a curve to the right therein with a radius of 1960 feet, a distance of 218.6 feet to a point for corner;
>
> THENCE S 26° 07' E, 227.8 feet, more or less, to a point for corner;
>
> THENCE south, parallel with and 100 feet perpendicularly distant from the east line of the said 120 acre tract, a distance of 1999.4 feet, more or less, to a point in the south line of the said 120 acre tract;
>
> THENCE east, with the south line of the said 120 acre tract and with the general course of a fence, 100 feet to the place of beginning; and containing 5.48 acres of land.

Grantor reserves from this conveyance an easement, or way, for persons and vehicles, across the land above described, as a means of access to and from the remaining tracts owned by Grantor contiguous to the land hereby conveyed, for use by Grantor, his tenants, servants, employees, agents, heirs, legal representatives and assigns, but not by the public generally; provided that such easement shall be used and exercised at such places as will not interfere with the Grantee's use of the land hereby conveyed. In the event Grantor, his heirs, legal representatives or assigns, shall hereafter cause the remainder of the land now owned by Grantor, contiguous to the land hereby conveyed, or any part thereof, to be lawfully subdivided and platted into lots or blocks, with streets or alleys adjoining the same, Grantee agrees, by the acceptance of this conveyance, to grant and dedicate without charge such additional easements and rights of way across the land hereby conveyed for the purpose of such utilities, streets, alleys, avenues and public ways as may be reasonably required to conform to said plat of the Grantor, his heirs, legal representatives and assigns, in such subdivision of said land; provided that such use will not interfere with the construction, maintenance and operation by Grantee of its facilities for the transmission and distribution of

electricity across, over, along and under the premises hereby conveyed, and provided Grantee shall be under no obligation to change any construction on the land hereby conveyed or to clear, grade or otherwise improve such land for such utilities, streets, alleys, avenues and public ways.

This conveyance is made subject to all easements of record.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Texas Power & Light Company, its successors and assigns, forever; and I do hereby bind myself, my heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said Texas Power & Light Company, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my hand, this 22ND day of JULY, 1957.

J. E. Bush

J. E. Bush

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. E. BUSH, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22ND day of JULY, A. D., 1957.

E. R. RICHARDSON, Notary Public
In and for Dallas County, Texas
My Commission Expires June 1, 1960

E R Richardson
Notary Public In and for Dallas County, Texas

H-4,5

#255

Deed

V. 4598/P. 130

10-22-56

North Lake - Northaven 138

TD 14262 Sh. 11

186726...$2.00

THE STATE OF TEXAS
COUNTY OF DALLAS

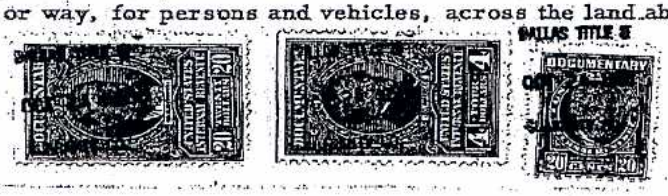
KNOW ALL MEN BY THESE PRESENTS:

That we, W. Roy Hastings and wife, Beula Mae Hastings, for and in consideration of the sum of TWENTY-TWO THOUSAND AND NO/100 ($22,000.00) DOLLARS to us in hand paid by Dallas Power & Light Company, the receipt of which is hereby acknowledged, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Dallas Power & Light Company, a Texas corporation, the following described property, being a part of the Thomas L. Chenoweth Survey, Abstract No. 273, in Dallas County, Texas, being a strip of land 100 feet in width out of a 91.109 acre tract conveyed by W. C. Boedeker to W. Roy Hastings, et ux, by a Special Warranty Deed on June 29, 1955, and recorded in Volume 4295, Page 54, of the Deed Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:

> BEGINNING at an iron pipe at the most westerly northwest corner of said Hastings 91.109 acre tract, same being the northeast corner of a tract of land owned by Janie Stark;
>
> THENCE eastward, with the most southerly north line of said Hastings tract and the eastward projection thereof and following the general course of a fence, passing at approximately 1735 feet the southeast corner of the M. D. Needham property, same being an ell corner of said Hastings tract, and continue in all a distance of 2643.2 feet to a point for corner in the center of Dooley Road as existing 60 feet in width;
>
> THENCE southward, with the center line of Dooley Road, same being the east line of the Thomas L. Chenoweth Survey and the east line of said Hastings tract, a distance of 100 feet to a point for corner;
>
> THENCE westward, parallel with and 100 feet from the first described course herein, a distance of 2643.5 feet to a point for corner in the westerly line of said Hastings tract;
>
> THENCE northward, with the most westerly line of said Hastings tract, same being the east line of said Janie Stark tract, a distance of 100 feet to the place of beginning; and containing 6.00 acres of land, exclusive of the area in Dooley Road.

APPROVED - DALLAS POWER & LIGHT COMPANY
Legality and Form: General Counsel
Engineering: Chief Engineer

Grantors expressly reserve from this conveyance an easement, or way, for persons and vehicles, across the land above described, as a



6

means of access to and from the remaining tracts owned by Grantors contiguous to the land hereby conveyed, for use by Grantors, their tenants, servants, employees, agents, heirs, legal representatives and assigns, but not by the public generally; provided that such easement shall be used and exercised at such places as will not interfere with the Grantee's use of the land hereby conveyed. In the event Grantors, their heirs, legal representatives or assigns, shall hereafter cause the remainder of the land now owned by Grantors, contiguous to the land hereby conveyed, or any part thereof, to be lawfully subdivided and platted into lots or blocks, with streets or alleys adjoining the same, Grantee agrees, by the acceptance of this conveyance, to grant and dedicate without charge, such additional easements and rights of way across the land hereby conveyed, for the purpose of such utilities, streets, alleys, avenues and public ways as may be reasonably required to conform to said plat of the Grantors, their heirs, legal representatives and assigns, in such subdivision of said land; provided that such use will not interfere with the construction, maintenance and operation by Grantee of its facilities for the transmission and distribution of electricity across, over, along and under the premises hereby conveyed, and provided Grantee shall be under no obligation to change any construction on the land hereby conveyed or to clear, grade, or otherwise improve, such land for such utilities, streets, alleys, avenues and public ways.

This conveyance is made subject to all easements of record.

Grantors assume and agree to pay all taxes lawfully levied or assessed against the land herein conveyed for the current calendar year.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Dallas Power & Light Company, its successors and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators,

7-

to Warrant and Forever Defend, all and singular the said premises unto the said Dallas Power & Light Company, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our hands, this 22nd day of October, 1956.

W. Roy Hastings
W. Roy Hastings

Beula Mae Hastings
Beula Mae Hastings

THE STATE OF TEXAS
COUNTY OF Dallas

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared W. Roy Hastings and Beula Mae Hastings, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Beula Mae Hastings, wife of the said W. Roy Hastings, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Beula Mae Hastings, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22nd day of October, A. D. 1956.

Josephine Botts
Notary Public in and for Dallas County, Texas.

1053
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THE STATE OF TEXAS, } I hereby certify that this instrument was filed
COUNTY OF DALLAS } for record, this 24 day

of Oct A. D. 1956 at 10:53 o'clock A M., and was duly

recorded this 29 day of Oct A. D. 1956 in Vol. 4598,

Page 130, Deed Records of Dallas County, Texas.

Witness my official seal and signature this 29 day of Oct A.D. 19 56

ED. H. STEGER, County Clerk.

By _____, Deputy.

Ona True

Rec. 24.20 2 00

127870

GENERAL WARRANTY DEED

4548
130

INDEXED

186-26

W. ROY HASTINGS, ET UX,

TO

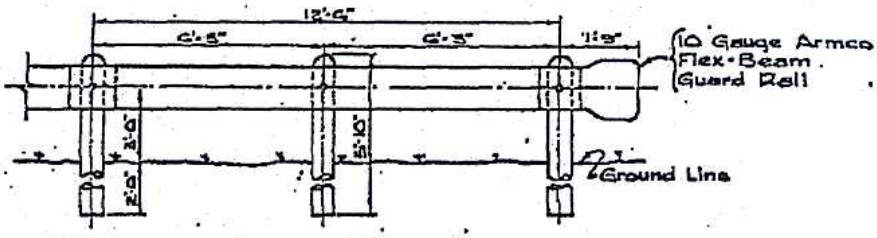
DALLAS POWER & LIGHT COMPANY

FILED FOR RECORD
DALLAS CO. TEXAS
1956 OCT 24 AM 10 55
[illegible] CO. CLERK
DEPUTY

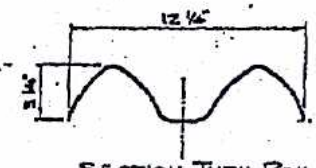
FILE
P-4450
NUMBER

125

Return to: Mr. E. L. Kuykendall
Dallas Power & Light Company
1506 Commerce Street
Dallas 1, Texas

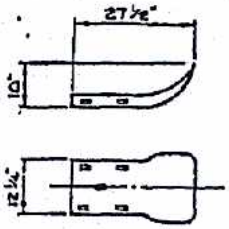


INSTALLATION

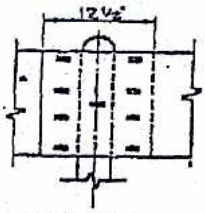


SECTION THRU RAIL

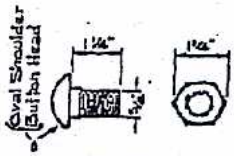
ARRANGEMENT AT POSTS



TERMINAL SECTION



RAIL SPLICE



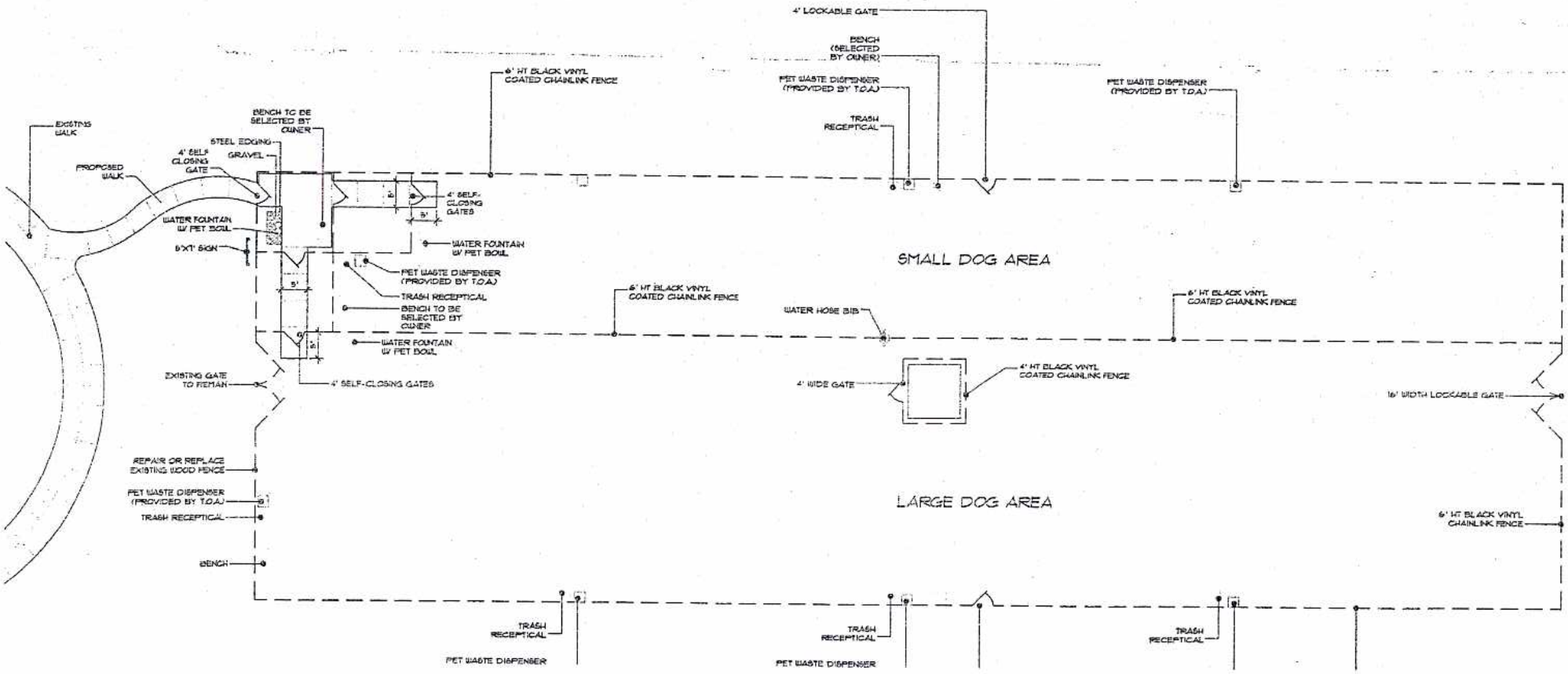
SPLICE BOLT & NUT

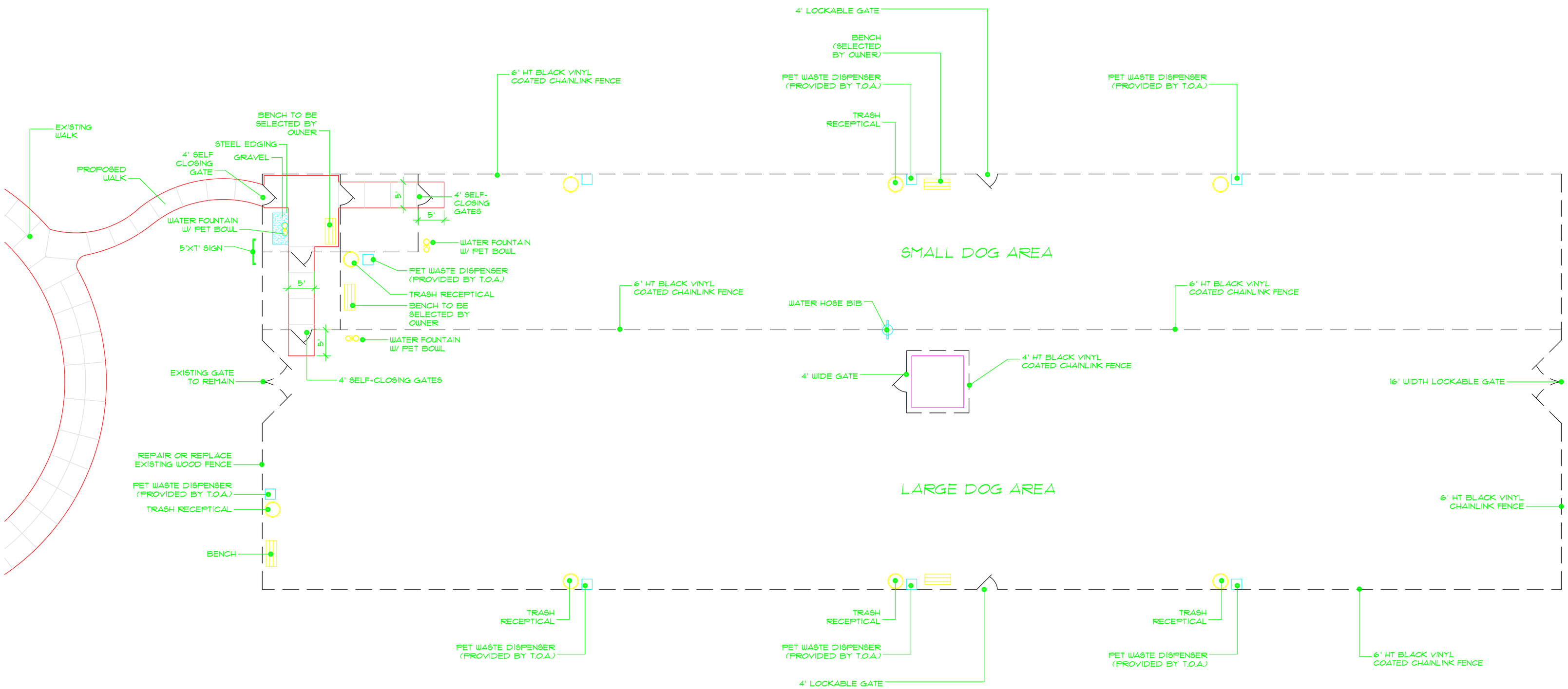
(Post Bolt Similar, Except Length)

ARMCO FLEX BEAM GUARD RAIL

EXHIBIT "C"

EXHIBIT "B"


4' LOCKABLE GATE
BENCH (SELECTED BY OWNER)
PET WASTE DISPENSER (PROVIDED BY T.O.A)
TRASH RECEPTICAL
PET WASTE DISPENSER (PROVIDED BY T.O.A)
6' HT BLACK VINYL COATED CHAINLINK FENCE
EXISTING WALK
BENCH TO BE SELECTED BY OWNER
STEEL EDGING
GRAVEL
4' SELF CLOSING GATE
PROPOSED WALK
4' SELF-CLOSING GATES
WATER FOUNTAIN W/ PET BOWL
6'X1' SIGN
WATER FOUNTAIN W/ PET BOWL
PET WASTE DISPENSER (PROVIDED BY T.O.A)
TRASH RECEPTICAL
BENCH TO BE SELECTED BY OWNER
WATER FOUNTAIN W/ PET BOWL
SMALL DOG AREA
6' HT BLACK VINYL COATED CHAINLINK FENCE
WATER HOSE BIB
6' HT BLACK VINYL COATED CHAINLINK FENCE
EXISTING GATE TO FIEMAN
4' SELF-CLOSING GATES
4' WIDE GATE
4' HT BLACK VINYL COATED CHAINLINK FENCE
16' WIDTH LOCKABLE GATE
REPAIR OR REPLACE EXISTING WOOD FENCE
PET WASTE DISPENSER (PROVIDED BY T.O.A)
TRASH RECEPTICAL
LARGE DOG AREA
6' HT BLACK VINYL CHAINLINK FENCE
BENCH
TRASH RECEPTICAL
PET WASTE DISPENSER
TRASH RECEPTICAL
PET WASTE DISPENSER
TRASH RECEPTICAL



1 **PRELIMINARY**

SCALE: 1"=10'-0"

PROJECT NAME DOG PARK

PROJECT NUMBER T0A-0501

REVISIONS 12-01-05

STATE OF TEXAS HERBERT L. MEEKS 993 REGISTERED LANDSCAPE ARCHITECT

DOG PARK
ADDISON, TEXAS

PROJECT NAME

DOG PARK

ADDISON, TEXAS

M · D · G
MEEKS DESIGN GROUP
1100 CENTENNIAL BLVD. #270
RICHARDSON, TEXAS 75081
(972)690-7474
FAX (972)690-7878

TITLE

DATE 11/28/05

SCALE 1"= 10'-0"

SHEET L1.01

1 inch equals 19.674510 feet

0 5 10 20 30 40 Feet

N
W E
S

Future Dog Park

MEMORANDUM

TO: Mayor and Town Council

FROM: Noel Padden
Fire Chief

DATE: January 31, 2006

SUBJECT: Airport Security Surveillance System Grant

The Town of Addison was awarded a Department of Homeland Security Urban Area Security Initiative (UASI) Grant in 2004. This $100,000 grant would allow the Town to install a security surveillance camera/video monitoring system at the Addison Airport. Critical areas such as entrance gates, fuel farm, police station, etc. would be covered by this system.

A number of factors prevented the Town from implementing this grant. The largest issue was the transfer of the State of Texas oversight of this grant process from the Texas Engineering Extension Service to the Governor's Division of Emergency Management. This essentially reduced the grant period by six months. When the Town of Addison went to award this contract for the installation of this system, the selected vendor could not complete the project within the reduced time frame and did not sign the contract. There were other factors that delayed this process including the approval process. I was under the impression that the North Central Texas Council of Governments was responsible for submitting the paperwork required for approval when in fact it was my responsibility. The result of these issues and other factors was this grant was not implemented.

A new UASI grant program is available for 2006. These grants will defray 100 percent of the cost of selected projects. There are three principle Town employees that will be involved in this modified grant application. Assistant Police Chief Ron Davis will provide the security expertise component of the application, Hamid Khaleghipour will provide the information technology expertise of the application, and I serve as the grant application principal point of contact

due to my position as the Town's emergency management coordinator. Airport management will also be consulted on the specific locations for the surveillance camera/video locations. The Town has submitted a modified grant application that would allow us to install a security surveillance camera/video monitoring system at the Addison Airport. This year's grant process is more competitive than previous years but we feel we have a good chance of funding. As you are aware, the Addison Airport serves as a regional general aviation and reliever airport. This airport is responsible for 611 million dollars per year in economic impact to our region. It is also responsible for creating 2789 jobs in our region. Successful applicants for the UASI grants will be notified later this year. I have been assured that grant timelines will not be shortened during the grant process. Should you have questions concerning the modified grant application for the Airport Security Surveillance System Grant, please contact me at your convenience.

Council Agenda Item: #R11

SUMMARY: The Town of Addison Fire Department has maintained a long term association with the pre hospital emergency medical programs at both Brookhaven College and Collin County Community College. The purpose of this association is to provide students within the emergency medical programs an opportunity to observe first-hand pre hospital emergency medical care techniques. Pre hospital emergency medical program students are given the opportunity to ride-out on the Town's two medic units and observe the various procedures and care techniques used by certified/license paramedics. The benefit to the Town by participating in this program is to identify potential candidates for employment. This gives us first hand information that is available only to the program participants.

FINANCIAL IMPACT: None

Budgeted Amount: $ 0.00

Cost: $ 0.00

BACKGROUND: As noted above, the Town has an ongoing working relationship with both Brookhaven College and the Collin County Community College. This relationship is seven plus years old. Due to this ongoing working relationship, it was determined that a formal agreement should be developed and entered into. An agreement has been drafted. It has been reviewed by legal council from the Town of Addison and both colleges. These agreements outline the scope of the agreements, purpose of the agreements, duties of all parties involved, and the term of the agreements, the right of revocation and responsibility and indemnity.

RECOMMENDATION: The Addison Fire Department recommends the adoption of the agreements with Brookhaven College and the Collin County Community College relating to the ride along program for pre hospital emergency medical program students.

MEMORANDUM

TO: The Honorable Mayor and Town Council

FROM: Noel Padden
Fire Chief

DATE: January 26, 2006

SUBJECT: Agreements for Student Ride Along with Brookhaven College and Collin County Community College

The Town of Addison has an existing long term relationship with both Brookhaven College and Collin County Community College in association with the college's pre hospital emergency medical programs. The purpose of this association is to provide students within these programs an opportunity to observe first-hand emergency techniques utilized under actual emergency conditions. Pre hospital emergency medical students (typically emergency medical technicians (EMT) and paramedic students) are given the opportunity to ride-out on the Town's two medic units. This gives the students an opportunity to see how the various skills they have been taught in a classroom setting are put into practice in an actual emergency environment. These students are assigned approximately 48 hours of ride along time. During these 48 hours, the students will be exposed to many different medical emergencies and the procedures utilized to stabilize the emergency and render pre hospital emergency care and transportation to the patients. They become familiar with related activities such as appropriate documentation of the incident and medical procedures provided, safe transportation of the patient to a hospital, proper transfer of patient care from the pre hospital setting to the emergency room setting, radio communications between dispatch facilities the medic units and hospitals. They become familiar with how standing medical protocols are developed and implemented. They can also perform basic skills under the direction and supervision of an Addison paramedic. These experiences are extremely valuable to the students involved. Students get to observe first hand the processes involved from initial dispatch, response, delivery of pre hospital emergency care and transport of the patient to a hospital setting.

Other municipalities have similar agreements with colleges for similar educational opportunities. They include the cities of Farmers Branch, Carrollton, Irving, Denton, McKinney, Plano and Richardson.

These agreements have been reviewed by the Towns insurance consultant, Director of Finance Randy Moravec and John Hill of Cowles and Thompson. All parties suggested various modifications to the draft agreements and they have been incorporated into the copies attached.

Deputy Chief Chris Kellen and I will be available at the Town Council meeting to address any questions or concerns you may have.

The Addison Fire Department recommends the adoption of the agreements with Brookhaven College and Collin County Community College.

Enclosures

RESOLUTION NO. ___-___

A RESOLUTION BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS TO ADOPT AGREEMENTS FOR STUDENT RIDE ALONG WITH BROOKHAVEN COLLEGE AND COLLIN COUNTY COMMUNITY COLLEGE

WHEREAS, the Town of Addison provides advanced pre hospital emergency medical services to the Town and surrounding areas; and,

WHEREAS, the Town of Addison operates two transport mobile intensive care units (MICU); and,

WHEREAS, the Town of Addison has maintained a working relationship with both Brookhaven College and the Collin County Community College to allow students to ride out on our MICU's; and,

WHEREAS, the Town of Addison desires to continue this working relationship; now, therefore,

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

THAT, the City Council does hereby adopt a resolution allowing students from both Brookhaven College and Collin County Community College to ride out on Addison's MICU's.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, this 14th day of February 2006.

_____
Mayor

ATTEST:

_____
City Secretary

STATE OF TEXAS §
§
COUNTY OF DALLAS §

AGREEMENT BETWEEN THE DALLAS COUNTY COMMUNITY COLLEGE DISTRICT AND THE TOWN OF ADDISON, TEXAS

THIS AGREEMENT is made and entered into by and between the Dallas County Community College District (hereinafter referred to as "District"), a Texas political subdivision of higher education, on behalf of Brookhaven College (hereinafter referred to as "BHC"), and the Town of Addison, Texas, a Texas municipal corporation, (hereinafter referred to as "City") (the District and the City are hereinafter sometimes referred to together as the "Parties" and individually as a "Party").

WHEREAS, BHC is a unit of the District offering vocational, technical, and academic courses for certification or associate degrees; and

WHEREAS, BHC offers, through its Division of Health and Human Services Department, emergency medical services ("EMS") education & training to its students, including paramedic and emergency medical technician ("EMT") education and training; and

WHEREAS, BHC EMS Paramedic students participating in EMS education & training are required by BHC to serve internships consisting of twelve (12) twenty four (24) hour shifts; and

WHEREAS, BHC EMS EMT students are required by BHC to serve internships consisting of two (2) twenty four (24) hour shifts; and

WHEREAS, the City provides emergency medical services through its Fire Department ("Department") using trained and certified EMS personnel; and

WHEREAS BHC has requested that the City allow its students to serve these internships with the Department's EMS personnel, and the City has agreed to the same in accordance with terms and conditions hereof.

NOW, THEREFORE, the District and the City agree as follows:

Section 1. **Scope of Agreement and Limitations of Authority:** The Parties agree as follows:

A. **The purpose of this Agreement** is to allow BHC EMS students to participate in EMS training in/at the Department's designated Medical Intensive Care Unit ("MICU") stations, under direct supervision of the Department's personnel.

B. **Duties of the District.** The District, by and through BHC, shall:

1. provide the Department's designated EMS liaison notification, no less than 45 days prior to need, of the number of students for whom internship slots are needed;

2. facilitate a BHC clinical liaison to the Department's liaison for daily status reports/discussions of BHC students while at internship,

3. instruct BHC students as to policies and procedures to follow while at the Department's facilities or participating in the internship with the Department, including, but not limited to, the Department's medical control policies, procedures, and EMS protocols.

4. ensure students enrolled in training under this Agreement will have professional liability insurance in an amount not less than:

   a. one million dollars ($1,000,000.00) per occurrence; and
   b. three million dollars ($3,000,000.00) for each student.

   Each student shall furnish the City with a certificate satisfactory to the City showing proof of such insurance prior to and as a condition of the student being eligible to be enrolled in training under this Agreement.

C. **Duties of the City.** The City, by and through the Department, shall:

1. provide internship locations/slots to BHC EMS students (the number of such internships to be agreed upon between BHC and the Department):

   a. For paramedic training, monitor and observe each intern while they perform emergency medical services and

provide feedback to BHC for two hundred eighty-eight (288) hours of EMS Paramedic training; and,

b. For EMT-Basic training, monitor and observe each intern while they perform emergency medical services and provide feedback to BHC for forty-eight (48) hours of EMT-Basic training.

Section 2. Consideration: The District and the City agree that the performance of this Agreement is in the common public interest of both Parties.

Section 3. Term: Unless terminated by either Party in accordance with the termination provisions of this Agreement and subject to such termination, this Agreement shall be in full force and effect beginning on September 1, 2005, and ending on August 31, 2006 ("Original Term"). At the end of the Original Term, this Agreement shall, unless it has been terminated and subject to the termination provisions hereof, be automatically renewed for an additional one (1) year periods of time, each such period to begin on September 1 and to end on August 31 of the succeeding year.

Section 4. Right of Revocation:

A. Either party may terminate this Agreement for any reason whatsoever, with or without cause, upon the giving of at least thirty (30) days' written notice of such termination to the other party.

B. In addition, either Party may terminate this Agreement immediately upon any breach of this Agreement by the other Party. A breach of this Agreement includes, but is not limited to, a violation of the policies and rules of BHC, the making of a misrepresentation or false statement by one of the Parties in connection with this Agreement, nonperformance of the Party's duties, or the occurrence of a conflict of interest between the Parties. The non-breaching Party, in its sole discretion, may give the breaching Party, an opportunity to cure the breach before terminating this Agreement.

C. If this Agreement is terminated under Section 4.A. either:

a. after a student has signed up to participate in an internship experience but has not yet participated, and notice of the same has been given to the City, or
b. during the dates that an internship is being performed,

students will nevertheless be allowed to participate in the internship under this Agreement, any such termination will be contingent upon the completion of any such internship, and this Agreement shall continue in effect until such internship has been completed.

Section 5. Assignment: Neither Party may assign, transfer, or otherwise convey their interest, rights, duties, or responsibilities in this Agreement without the written permission of the other Party.

Section 6. Responsibility; Indemnity:

A. The City shall be responsible for any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any acts or omissions of the City or its officers, employees, and agents in connection with the performance of this Agreement. The District shall be responsible for any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any acts or omissions of the District and BHC or its officers, employees, students, and agents in connection with the performance of this Agreement. Nothing in this paragraph or any other provision of this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities, and limitations of liability the City or the District may have under Texas or other law. The provisions of this Agreement, including those in this Section, are solely for the benefit of the Parties to this Agreement and are not intended to create or grant any rights, contractually or otherwise, to any third party, person or entity.

Section 7. Limitations of Authority:

A. Neither Party has authority for or on behalf of the other except as provided in this Agreement. No other authority, power, partnership, use of rights are granted or implied.

Neither Party may make, revise, alter, or otherwise change terms and conditions of this Agreement without a written amendment to this Agreement approved and executed by the District and the City. Changes to this Agreement are subject to the approval of the DCCCD Legal Department.

C. Neither Party may incur any debt, obligation expense, or liability or any kind against the other without the other's express written approval.

Section 7. Waiver: The failure of either Party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

Section 8. Applicable Law: This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein; 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.

Section 9. Venue: Venue to enforce this Agreement shall lie exclusively in Dallas County, Texas.

Section 10. Parol Evidence and Status of Agreement: This Agreement represents the entire Agreement of the Parties and there are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.

Section 11. Miscellaneous Provisions:

A. Neither Party shall have control over the other Party with respect to its hours, times, employment, etc.

B. Under no circumstances shall any personnel of either Party be deemed an employee or agent of the other. Nothing in this Agreement shall be construed to create a partnership, joint venture, joint enterprise, or agency relationship between the Parties.

C. The Parties agree that their mutual obligations shall be performed in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations.

Section 12. Notice. Notices given pursuant to this Agreement shall be sufficient if actually received and sent by certified or registered mail, postage fully prepaid to:

Dallas County Community College District

ATTN: Alex Stadhagen
Director, BCS EMS
13614 Midway Rd, Suite 203
Farmers Branch, TX 75244

Town Of Addison

ATTN: Chris Kellen
Training Chief
4798 Airport Parkway
Addison, TX 75001

Brookhaven College

ATT: Juanita Flint, Executive Dean
Health & Human Services
Brookhaven College
3939 Valley View Lane
Farmers Branch, TX 75244

or to such other address as either Party may designate to the other in writing.

Section 13. Required Insurance.

A. The District shall obtain and maintain at all times during the term of this Agreement professional liability insurance on each student in an amount of not less than Three Million Dollars ($3,000,000) aggregate and not less than One Million Dollars ($1,000,000) per single occurrence and shall furnish the City with a certificate showing proof of such coverage and the declaration page of the policy. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. Such insurance shall not be cancelled or materially altered to reduce the policy limits until the Town of Addison has received at least forty-five (45) days' advance written notice of such cancellation or change, so that the Town will have the option of terminating this Agreement before the effective date of such cancellation or change. The District shall be responsible for notifying the City of such change or cancellation.

B. Prior to performance of any other obligation contained herein, the District shall file with the City required original certificates of insurance with endorsements, which shall clearly state all of the following:

(i). the policy number, name of insurance company; name and address of the agent or authorized representative; name, address, and telephone number of insured; project name and address; policy expiration date; and specific coverage amounts;

(ii). that the Town of Addison, Texas shall receive forty-five (45) days' prior written notice of cancellation or change from either the insurer or the District; and

(iii). that the District's insurance is primary as respects any other valid or collectible insurance that the City may possess, including any self-insurance retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance.

The certificates of insurance with endorsements and notices shall be mailed to the City at the address specified in Section 12, above.

A. Any insurance provider of the District shall be admitted and authorized to do business in the State of Texas and shall be rated at least A:V in A.M. Best & Company's Insurance Guide. Insurance policies and certificates issued by non-admitted insurance companies are not acceptable.

B. Any deductibles or self-insured retentions must be stated on the District's certificates of insurance, which shall be sent to and approved by the City.

Section 14. Nondiscrimination: Parties to this Agreement shall not discriminate in the matter which is the subject of this Agreement on the basis of race, sex, national origin, disability, religion, or sexual orientation.

Section 15. Signatory Clause: The individuals executing this Agreement on behalf of the District and the City acknowledge that they are duly authorized to execute this Agreement on behalf of their respective principals. All parties hereby acknowledge that they have read and understood this Agreement.

EXECUTED in duplicate original counterparts effective upon the date indicated above.

Dallas County Community College District

By: _____
Alice Villadsen
College President

CITY of Addison

By: _____
Printed Name

ATTEST:

_____

Title:_____

APPROVED AS TO FORM:

_____
City

APPROVED AS TO CONTENT:

_____
Chief

STATE OF TEXAS §
§
COUNTY OF DALLAS §

AGREEMENT BETWEEN COLLIN COUNTY COMMUNITY COLLEGE DISTRICT AND THE TOWN OF ADDISON, TEXAS

THIS AGREEMENT is made and entered into by and between the Collin County Community College District (hereinafter referred to as "District"), and the Town of Addison, Texas, a Texas municipal corporation, (hereinafter referred to as "City") (the District and the City are hereinafter sometimes referred to together as the "Parties" and individually as a "Party").

WHEREAS, the District offers vocational, technical, and academic courses for certification or associate degrees; and

WHEREAS, the District offers, through its Division of Health Sciences & Emergency Services, emergency medical services ("EMS") education & training to its students, including paramedic and emergency medical technician ("EMT") education and training; and

WHEREAS, the District EMS Paramedic students participating in EMS education & training are required by the District to serve internships consisting of twelve (12) twenty four (24) hour shifts; and

WHEREAS, the District EMS EMT students are required by the District to serve internships consisting of two (2) twenty four (24) hour shifts; and

WHEREAS, the City provides emergency medical services through its Fire Department ("Department") using trained and certified EMS personnel; and

WHEREAS the District has requested that the City allow its students to serve these internships with the Department's EMS personnel, and the City has agreed to the same in accordance with terms and conditions hereof.

NOW, THEREFORE, the District and the City agree as follows:

Section 1. **<u>Scope of Agreement and Limitations of Authority</u>:** The Parties agree as follows:

A. **The purpose of this Agreement** is to allow the District EMS students to participate in EMS training in/at the Department's designated Medical Intensive Care Unit ("MICU") stations, under direct supervision of the Department's personnel.

B. **Duties of the District.** The District shall:

1. provide the Department's designated EMS liaison notification, no less than 45 days prior to need, of the number of students for whom internship slots are needed;

2. facilitate a District clinical liaison to the Department's liaison for daily status reports/discussions of District students while at internship,

3. instruct District students as to policies and procedures to follow while at the Department's facilities or participating in the internship with the Department, including, but not limited to, the Department's medical control policies, procedures, and EMS protocols.

4. ensure students enrolled in training under this Agreement will have professional liability insurance in an amount not less than:

   a. one million dollars ($1,000,000.00) per occurrence; and
   b. three million dollars ($3,000,000.00) for each student.

   Each student shall furnish the City with a certificate satisfactory to the City showing proof of such insurance prior to and as a condition of the student being eligible to be enrolled in training under this Agreement.

C. **Duties of the City.** The City, by and through the Department, shall:

1. provide internship locations/slots to District EMS students (the number of such internships to be agreed upon between the District and the Department):

   a. For paramedic training, monitor and observe each intern while they perform emergency medical services and provide feedback to the District for two hundred eighty-eight (288) hours of EMS Paramedic training; and,

b. For EMT-Basic training, monitor and observe each intern while they perform emergency medical services and provide feedback to the District for forty-eight (48) hours of EMT-Basic training.

Section 2. Consideration: The District and the City agree that the performance of this Agreement is in the common public interest of both Parties.

Section 3. Term: Unless terminated by either Party in accordance with the termination provisions of this Agreement and subject to such termination, this Agreement shall be in full force and effect beginning on January 1, 2006, and ending on December 31, 2006 ("Original Term"). At the end of the Original Term, this Agreement shall, unless it has been terminated and subject to the termination provisions hereof, be automatically renewed for an additional one (1) year periods of time, each such period to begin on January 1 and to end on December 31 of the succeeding year.

Section 4. Right of Revocation:

A. Either party may terminate this Agreement for any reason whatsoever, with or without cause, upon the giving of at least thirty (30) days' written notice of such termination to the other party.

B. In addition, either Party may terminate this Agreement immediately upon any breach of this Agreement by the other Party. A breach of this Agreement includes, but is not limited to, a violation of the policies and rules of the District, the making of a misrepresentation or false statement by one of the Parties in connection with this Agreement, nonperformance of the Party's duties, or the occurrence of a conflict of interest between the Parties. The non-breaching Party, in its sole discretion, may give the breaching Party, an opportunity to cure the breach before terminating this Agreement.

C. If this Agreement is terminated under Section 4.A. either:

a. after a student has signed up to participate in an internship experience but has not yet participated, and notice of the same has been given to the City, or
b. during the dates that an internship is being performed,

students will nevertheless be allowed to participate in the internship under this Agreement, any such termination will be contingent upon the completion of any such internship, and this Agreement shall continue in effect until such internship has been completed.

Section 5. Assignment: Neither Party may assign, transfer, or otherwise convey their interest, rights, duties, or responsibilities in this Agreement without the written permission of the other Party.

Section 6. Responsibility; Indemnity:

A. The City shall be responsible for any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any acts or omissions of the City or its officers, employees, and agents in connection with the performance of this Agreement. The District shall be responsible for any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any acts or omissions of the District or its officers, employees, students, and agents in connection with the performance of this Agreement. Nothing in this paragraph or any other provision of this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities, and limitations of liability the City or the District may have under Texas or other law. The provisions of this Agreement, including those in this Section, are solely for the benefit of the Parties to this Agreement and are not intended to create or grant any rights, contractually or otherwise, to any third party, person or entity.

Section 7. Limitations of Authority:

A. Neither Party has authority for or on behalf of the other except as provided in this Agreement. No other authority, power, partnership, use of rights are granted or implied.

B. Neither Party may make, revise, alter, or otherwise change terms and conditions of this Agreement without a written amendment to this Agreement approved and executed by the District and the City. Changes to this Agreement are subject to the approval of the CCCCD Legal Department.

C. Neither Party may incur any debt, obligation expense, or liability or any kind against the other without the other's express written approval.

Section 7. Waiver: The failure of either Party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

Section 8. Applicable Law: This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein; 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.

Section 9. Venue: Venue to enforce this Agreement shall lie exclusively in Dallas County, Texas.

Section 10. Parol Evidence and Status of Agreement: This Agreement represents the entire Agreement of the Parties and there are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.

Section 11. Miscellaneous Provisions:

A. Neither Party shall have control over the other Party with respect to its hours, times, employment, etc.

B. Under no circumstances shall any personnel of either Party be deemed an employee or agent of the other. Nothing in this Agreement shall be construed to create a partnership, joint venture, joint enterprise, or agency relationship between the Parties.

C. The Parties agree that their mutual obligations shall be performed in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations.

Section 12. Notice. Notices given pursuant to this Agreement shall be sufficient if actually received and sent by certified or registered mail, postage fully prepaid to:

Collin County Community College District	**Town Of Addison**
ATTN: Dr. Merry McBryde-Foster Dean, Health Sciences & Emergency Services 2200 W. University Drive McKinney, Texas 75069	ATTN: Chris Kellen Training Chief 4798 Airport Parkway Addison, TX 75001

or to such other address as either Party may designate to the other in writing.

Section 13. Required Insurance.

A. The District shall obtain and maintain at all times during the term of this Agreement professional liability insurance on each student in an amount of not less than Three Million Dollars ($3,000,000) aggregate and not less than One Million Dollars ($1,000,000) per single occurrence and shall furnish the City with a certificate showing proof of such coverage and the declaration page of the policy. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. Such insurance shall not be cancelled or materially altered to reduce the policy limits until the Town of Addison has received at least forty-five (45) days' advance written notice of such cancellation or change, so that

the Town will have the option of terminating this Agreement before the effective date of such cancellation or change. The District shall be responsible for notifying the City of such change or cancellation.

B. Prior to performance of any other obligation contained herein, the District shall file with the City required original certificates of insurance with endorsements, which shall clearly state all of the following:

(i). the policy number, name of insurance company; name and address of the agent or authorized representative; name, address, and telephone number of insured; project name and address; policy expiration date; and specific coverage amounts;

(ii). that the Town of Addison, Texas shall receive forty-five (45) days' prior written notice of cancellation or change from either the insurer or the District; and

(iii). that the District's insurance is primary as respects any other valid or collectible insurance that the City may possess, including any self-insurance retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance.

The certificates of insurance with endorsements and notices shall be mailed to the City at the address specified in Section 12, above.

A. Any insurance provider of the District shall be admitted and authorized to do business in the State of Texas and shall be rated at least A:V in A.M. Best & Company's Insurance Guide. Insurance policies and certificates issued by non-admitted insurance companies are not acceptable.

B. Any deductibles or self-insured retentions must be stated on the District's certificates of insurance, which shall be sent to and approved by the City.

Section 14. Nondiscrimination: Parties to this Agreement shall not discriminate in the matter which is the subject of this Agreement on the basis of race, sex, national origin, disability, religion, or sexual orientation.

Section 15. Signatory Clause: The individuals executing this Agreement on behalf of the District and the City acknowledge that they are duly authorized to execute this Agreement on behalf of their respective principals. All parties hereby acknowledge that they have read and understood this Agreement.

EXECUTED in duplicate original counterparts effective upon the date indicated above.

Collin County Community College District

By: _____
Dr. Merry McBryde-Foster
Dean, HS&ES

CITY of Addison

By: _____
Printed Name

ATTEST:

_____

Title:_____

APPROVED AS TO FORM:

_____
City

APPROVED AS TO CONTENT:

_____

Chief

Council Agenda Item: #R12

SUMMARY:

This item is to recommend a resolution amending the Town's contract with ICMA-Retirement Corporation to allow employees participating in the deferred compensation plan to take loans from the plan.

FINANCIAL IMPACT:

N/A

BACKGROUND:

When the Town contracted with ICMA-Retirement Corporation for 457 Plan administration, we declined the optional feature that allows employee loans from their individual account balances. We have reconsidered this feature and are now recommending a resolution that would allow loans from the plan within certain limitations, as described in the attached document. These guidelines are in compliance with Internal Revenue Code requirements that govern the granting of loans in 457 Plans.

RECOMMENDATION:

Staff recommends that Council approve the resolution amending the Town's contract with ICMA-Retirement Corporation and allow employees participating in the deferred compensation plan to take loans from the plan.

Town of Addison
Plan 457
Loan Guidelines

- Loans are available only to active employees who are participating in the deferred compensation plan.
- A loan may be taken for any purpose and will not be limited to cases of hardship or other specified financial situations.
- Participants may have only one loan outstanding at a time.
- The minimum loan amount is $1,000. The maximum amount of the loan is the lesser of $50,000 or one-half of the participant's vested account balance.
- The portion of a participant's account balance that is equal to the amount of the loan is used as collateral for the loan.
- The rate of interest will be based on prime plus 0.5%. Interest rates are determined on the last business day of the month preceding the month the loan is disbursed. The interest rate is locked in at the time a loan is approved and remains constant throughout the life of the loan.
- All loans must be repaid through payroll deduction within five years from the date the loan is made.
- Participants will apply for loans on-line through EZLink, ICMA-RC's on-line plan administration system. Once the participant cashes the loan check, the Human Resources Department will receive a message from ICMA-RC advising that a payroll deduction loan is ready to be processed.
- The participant may pay off all or a portion of the principal and interest early without penalty or additional fees. Extra payments are applied forward to both principal and interest, as specified in the original repayment schedule, unless the additional payment is for the balance due.
- Fees may be charged for various services associated with the application for and issuance of loans. All applicable fees will be debited from the participant's account balance and/or from the participant's loan repayments prior to crediting the repayment of principal and interest to the participant's account.
- An outstanding loan cannot be reamortized or refinanced.
- Loan payments are allocated to the participant's current election of investment options on file with ICMA-RC.
- All loans are due and payable in full upon the employee's separation from service. The employee may not continue to pay off a loan following his separation from the Town of Addison.
- If a participant dies prior to full repayment of the outstanding loan, the outstanding loan balance will be deducted from the account prior to distribution to the beneficiary(ies). The unpaid loan amount is a taxable distribution and may be subject to early withdrawal penalties.

SUGGESTED RESOLUTION FOR A LEGISLATIVE BODY
RELATING TO AMENDING A DEFERRED COMPENSATION PLAN
TO PERMIT LOANS

#R12-3

ICMA-RC Account # _____

Name of Employer: _____ State: _____

Resolution of the above named Employer ("Employer")

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the Employer has established a deferred compensation plan for such employees which serves the interest of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer has determined that permitting participants in the deferred compensation plan to take loans from the Plan will serve these objectives;

NOW THEREFORE BE IT RESOLVED that the Plan will permit loans.

I, _____, Clerk of the (City, County, etc.) of _____, do hereby certify that the foregoing resolution, proposed by (Council Member, Trustee, etc.) _____, was duly passed and adopted in the (Council, Board, etc.) of the (City, County, etc.) of _____ at a regular meeting thereof assembled this _____ day of _____, 20____, by the following vote:

AYES:
NAYS:
ABSENT:
(seal)

_____
Clerk of the (City, County, etc.)

This resolution should be returned to:
New Business Analyst
ICMA Retirement Corporation
777 N. Capitol St., NE
Washington, DC 20002-4240
Phone 1-800-326-7272

Council Agenda Item: #R13

SUMMARY:

This item is to consider an award of a bid to Wall Enterprises in the amount of $88,850.00 for 2570 linear feet of vinyl coated chain link, barbed wire security fence in three different areas on the Addison Airport Property.

FINANCIAL IMPACT:

Budgeted Amount: $100,000.00 (Airport Operator Operation & Maintenance Budget)

Cost: $ 88,850.00

BACKGROUND:

Currently, the Addison Airport has various areas on the Airport where the existing security fence is in disrepair. This project, funded through the airport operating budget, is to improve the function and appearance of the security fencing. The attached exhibits show the different locations on the Airport that have been targeted as areas in the most need of repair.

The standards specified for the proposed security fence are the same standards used for the fuel farm project. It is the Airports intention to use this standard in the future to promote a more uniform look throughout the airport.

The project was bid using one base bid and two additive alternates to give the Town flexibility in awarding the fencing work within the budget. The low bidder, Wall Enterprises, came in below the budget on the base bid as well as the additive alternate, allowing the town to award the entire project to Wall enterprises. References for this project were called and everyone had positive things to say about this contractor and they would certainly hire them again in the future.

RECOMMENDATION:

Staff recommends approval of this bid.

ATTACHMENT:
Bid Tab
Base Bid Exhibit
Additive Alternate 1 Exhibit
Additive Alternate 2 Exhibit

Addison Airport Security Fence
Bid No. 06-07

DUE: January 31, 2006

1:00 PM

BIDDER	Signed	Bid Bond	Base Bid	Alternate #1	Alternate #2	Total Bid
Wall Enterprises	y	y	$ 57,450.00	$ 26,750.00	$ 4,650.00	$ 88,850.00
Richardson Bros.	y	y	$ 61,080.00	$ 32,725.00	$ 6,551.00	$ 100,356.00

Shanna N. Sims

Shanna N. Sims, Strategic Services Manager

Katie H. Roller

Witness

#R13-2

Council Agenda Item: #R14

SUMMARY:

Consideration of a resolution authorizing the City Manager to accept and enter into a RAMP (Routine Airport Maintenance Program) Grant Agreement between the Texas Department of Transportation and the Town of Addison, for airport improvements at Addison Airport.

FINANCIAL IMPACT:

Airport Fund:	$30,000
RAMP Grant	$30,000

BACKGROUND:

The Town of Addison annually receives a RAMP (Routine Airport Maintenance Program) grant administered by the Texas Department of Transportation, Aviation Department under the State Block Grant program. The grant is eligible for maintenance projects on the airport such as, pavement repairs, pavement markings, general maintenance, etc. This year staff has earmarked the grant to be used for pavement repairs. The grant will be a 50/50 matching grant, $30,000 TXDOT Funds and $30,000 Town of Addison Airport Funds.

Funds required for the Town's share is budgeted and available in the Airport fund.

RECOMMENDATION:

Staff recommends approval.

MA

Council Agenda Item: R15

SUMMARY:

Consideration of a resolution authorizing final payment to Texas Standard Construction Limited in the amount of $84,326.44, for emergency repairs to Taxiway Victor at Addison Airport.

FINANCIAL IMPACT:

Airport Fund	$30,000.00
RAMP Grant	$30,000.00
Airport Operators Budget	$24,326.44
Total Cost:	$84,326.44

BACKGROUND:

Taxiway Victor has been an area on the airport that the Airport staff has been closely monitoring. Knowing this section has been in disrepair; repairs were anticipated in the Airport CIP book and planned for at a future date. However, the pavement failed earlier this month and emergency repairs were needed. The Airport Operations Manager put out several steel plates on various areas of Taxiway V to bridge the gaps until the repairs could be made. Another section of pavement adjacent to Taxiway Victor failed just over a year ago as a plane was taxiing which involved the front wheels of the plane to punch through the pavement causing damage to the plane.

Texas Standard was called out to make the repairs along Taxiway Victor. In total, 8,914 square feet of pavement was reconstructed during the emergency repair at a cost of $9.46 a square foot. The typical section supplied to the contractor was the same one used for the vehicle access road and consist of 10-inches concrete pavement. The emergency repair was broken in to two projects, one to be a TxDOT RAMP project with a dollar amount not to exceed $60,000 and the remainder to be paid out of the Operators Operating budget for an amount of $24,326.44.

RECOMMENDATION:

Staff recommends approval.

#R16

Memorandum

To: The Honorable Mayor and City Council

From: Ron Whitehead, City Manager

Date: February 9, 2006

Subject: FY 2005/06 1st Quarter Reports

Attached are copies of the department's quarterly reports for your review in advance of the presentation by the Information Technology Department next Tuesday, February 14.

AIRPORT
1st QUARTER FY 05-06

Department Mission:

The purpose of the management team is to operate, maintain, and manage the airport to a standard that will provide the best, self-sustaining, general aviation airport facilities and services, while returning a significant economic benefit to the citizens of Addison. The team is also responsible for maintaining a good relationship with the surrounding community and to lessen, to the extent possible, the interference that the citizens experience from the airport.

- Hangar painting program began; two jet hangars were repaired and repainted
- Engineering and design of the pavement improvements were received bid packages prepared ready for advertisement
- Drainage master plan scope of work discussion began
- Contractor selected to install the barricade around south end of field
- Solicitation for contractor to install perimeter fencing began through Finance Department
- Fuel farm grand opening

SECOND QUARTER WORK PLAN

- Attend Schedulers and Dispatchers Conference in San Antonio
- Control Tower expected to open in February
- Pavement improvement work will begin in March
- Master drainage plan underway
- Several lease transactions underway
- Leland Group study should be completed
- Representing Addison Airport at the Aviation Security Summit in Washington DC in February

TRENDS

- Improved Customer Relations
- Occupancy rates consistently over 90%
- Aviation technical committee forming at COG

CITY MANAGER
4th QUARTER FY 04-05

Department Description:

The City Manager, as chief administrative officer for the Town of Addison, is responsible for providing management and direction to all departments and divisions for the Town. In addition, the City Manager serves the City Council by effectively implementing and administering the policies established by Council. The City Manager is also responsible for submitting recommendations to the Council concerning policies, programs, and developing methods to ensure the efficient and effective operation of city services. The department accounts for all expenditures related to the city manager, his support staff, and the operation and maintenance of Town Hall.

Accomplishments:

- Continued coordinated public affairs between Addison and Richardson regarding the Cotton Belt Rail Line.
- Completed departmental and responsibility efforts within the City Manager's Office
- Completed Department Head and Council retreat.
- Completed successful Annual United Way Campaign.
- Completed a host of holiday events and activities.
- Assisted in the successful appointment of former Mayor R. Scott Wheeler as the suburban representative to the Dallas Central Appraisal District Board of Directors.

OUTLOOK FOR 1st QUARTER FY 2006

- Completion of the Fuel farm project at Addison Airport.
- Completion and grand opening of Arapaho Bridge.
- Completion and opening of the Addison Airport Control Tower
- Continuation of the Belt Line Reinvention Project.
- Completion of strategic operation reviews for certain Town departments.
- Completion of the recruitment of key personnel within the Public Works Department.
- Initiate official debut of the Cotton Belt Smart for DART campaign in coordination with the City of Richardson

CURRENT PROJECTS

- Continue to coordinate and collaborate with area cities to ensure the inclusion of the Cotton Belt in the DART 2030 Plan.
- Continuation of the reinvigoration of Belt Line Road project.
- Continuation of monitoring efforts for proposed special legislative session.
- Continuing to monitor status and progress of RedMoon WiFi service.
- Continuing to negotiate with developers on proposed residential and mixed use developments along Belt Line Road, Addison Circle, North Dallas Tollway, and Village on the Parkway.

CONFERENCE & THEATRE CENTRE
1st QUARTER FY 2005-06

Department Description:

The responsibility of the Addison Conference Centre/Theatre is to increase hotel room bookings by providing additional meeting facilities. In addition, it is responsible for providing a venue for artistic experiences of citizens of Addison and the surrounding communities as well as to attract and promote tourism.

Accomplishments:

- We continue to meet with Addison hotels to keep the sales people aware of the Conference Centre and the services we can provide. Staff will begin meeting with Addison restaurants to keep them aware of the conference centre as a catering site for their restaurant.
- We are in the process of creating an enhanced website for the ACTC that will be a valuable sales tool for staff.
- In the first quarter we have mailed 5 brochures requested via the website, 495 wedding tri-folds to Bride and Groom Magazine readers and 314 postcards to meeting planners who have previously met in the Dallas area.

STATISTICAL INFORMATION

Conference & Theatre Center Highlights	TOTALS	
	FY 04-05 Q1	FY 05-06 Q1
Conference Center		
Events	143	168
Attendees	14,727	16,244
Revenue	$129,752	$112,754
Theatre		
Revenue	$19,151	$19,724
Attendance	8,902	7,436
Grand Total Rev.	**$148,903**	**$132,478**

EVENTS HELD	*TOTAL SQ FT*	*ATTENDEES*
Unified Investigations & Sciences	6,600	150
DART	1,200	15
Plexant	1,200	20
World Leadership Group	1,800	100
Carrollton Fair Association	900	50
Global Tec	4,200	230
Homewood Suites	4,800	50
Wellness Expo	15,000	1,500
Community Credit Union	4,200	150
Project Life Stories	6,000	185
Country Inn & Suites	1,200	16
Post Properties	4,200	150
Compmaster	1,200	20
Metrocrest Chamber of Commerce	6,600	500
Dallas Fly Fishers	1,200	80
Mark & Larry's Stuff Productions	900	50
DFW FRUA	7,500	400
Brilliance Academy	4,200	300
First National Bank	6,600	180
Texas Instruments	600	15
Bnai Zion Foundation	6,600	220
Best Press	6,600	240
Splash Media	2,400	90
Pizza Hut	2,400	120

TRENDS

- We continue to concentrate on selling the space more than once a day whenever possible.
- Our regular contact with the Addison hotel community is successful with increased referrals from hotels.
- The Boardroom has generated more revenue than the prior year first quarter. The Boardroom showed a 71% revenue increase. We have some clients that have a decided preference for this space and rent it regularly.

OUTLOOK FOR 2nd QUARTER

- The second quarter of FY '05-'06 looks good with 125 events and 329,300 sq ft currently booked for this period. These numbers will increase as we move through the quarter.
- The main Conference Center space is currently sold out 32 days during Q2. This number will increase as we move through the quarter.
- The WTT production *Urinetown the Musical* will run from January 19-February 12. The *Out of the Loop Festival* will run March 2-12.

DEVELOPMENT SERVICES DEPARTMENT
1st QUARTER FY 05-06

Department Description:

The Development Services Department is responsible for protecting the public's health and welfare through the enforcement of the Town's building, signage, plumbing, and electrical codes for the construction and maintenance of safe residential and commercial structures, and the inspection of restaurants, swimming pools, apartments, vacant lots, and the control of mosquitoes with spraying programs. The staff is also required to enforce Environmental Protection Agency regulations, and monitor transportation and disposal of liquid wastes.

Accomplishments:

- *Environmental Services*
  - We completed the calendar year with an average of 93.80% on food service inspections. We saw three operations close during this quarter: the Dugout, Sam's Boat, and Django. However, we have fewer vacant restaurants than we had last year at this time.
- *Building Inspection*
  - We issued permit on another phase of homes at CityHomes. The project is moving into the second of the three façade styles that will be on the site. We like the looks of this second style.
- *Zoning*
  - The Commission has been spending a lot of time on the Comprehensive Plan Policies for the Belt Line Reinvention and the Form-based code that will be used to implement the new policies. We will be holding public hearings on the Comp Plan and the Code during the month of February. We have been working with two developers who are looking at building condominiums on the west end of Belt Line, adjacent to the Target shopping center. We are hoping there is some consolidation of properties in that area soon that will allow the project to move forward.

STATISTICAL INFORMATION

Totals for Fiscal Year 05-06

Certificates of Occupancy	90
Building Permits Issued	82
Total Permits Issued	291

Permit Valuation

New Construction	$2,515,862
Additions, Repairs, Other Permits	$8,895,440
Total Permit Valuation	$11,411,302

Permit Fees Collected

Total Fees Collected	$82,470.10

Restaurant Inspections

Total number of inspections	88
Average Score	93.2%

OUTLOOK FOR THE NEXT QUARTER

We finished out the year very slow in the zoning end of things. We did not have a zoning case for three months, which is the longest we have ever gone without having a case. While we were slow in zoning during the first quarter, we were actually busier in Building Inspection than we were last year. We continue to issue most of our permits for remodels.

We plan to spend the next quarter wrapping up our work on the Comprehensive Plan revisions and form-based code for Belt Line Road. The Commission has come up with some exciting ideas for Belt Line. The two ideas the Commission is most excited about are 1) expanding our offerings along Inwood Road to include epicurean offerings such as a fine meat market, seafood market, and fresh vegetable market, and 2) working toward a trolley on Belt Line.

The Commission will be holding a joint meeting with the City Council on January 24th to present the work that has been done on the form-based code. It will also hold public hearings on the Comprehensive Plan and Code in February. The Commission hopes to adopt the Code in February and bring it to Council the first meeting in March.

The Commission will then focus its Comprehensive Plan efforts on the Addison Road corridor. We have some interest in residential along Addison Road, and the Comprehensive Plan currently does not currently call for it.

FINANCIAL & STRATEGIC SERVICES
1st QUARTER FY 2005-06

Department Description:

The Department of Financial and Strategic Services is responsible for optimally managing the Town of Addison finances. The department performs the accounting, collections, purchasing and municipal court functions for the Town. In addition, the department performs a variety of management and strategic analyses to maximize the efficiency and effectiveness of Town operations. The department develops the Town's comprehensive annual financial report, administers the Town's risk management and treasury functions, and assists the City Manager with development of the Town's annual budget.

Accomplishments for the 1st Quarter of FY 2005-06:

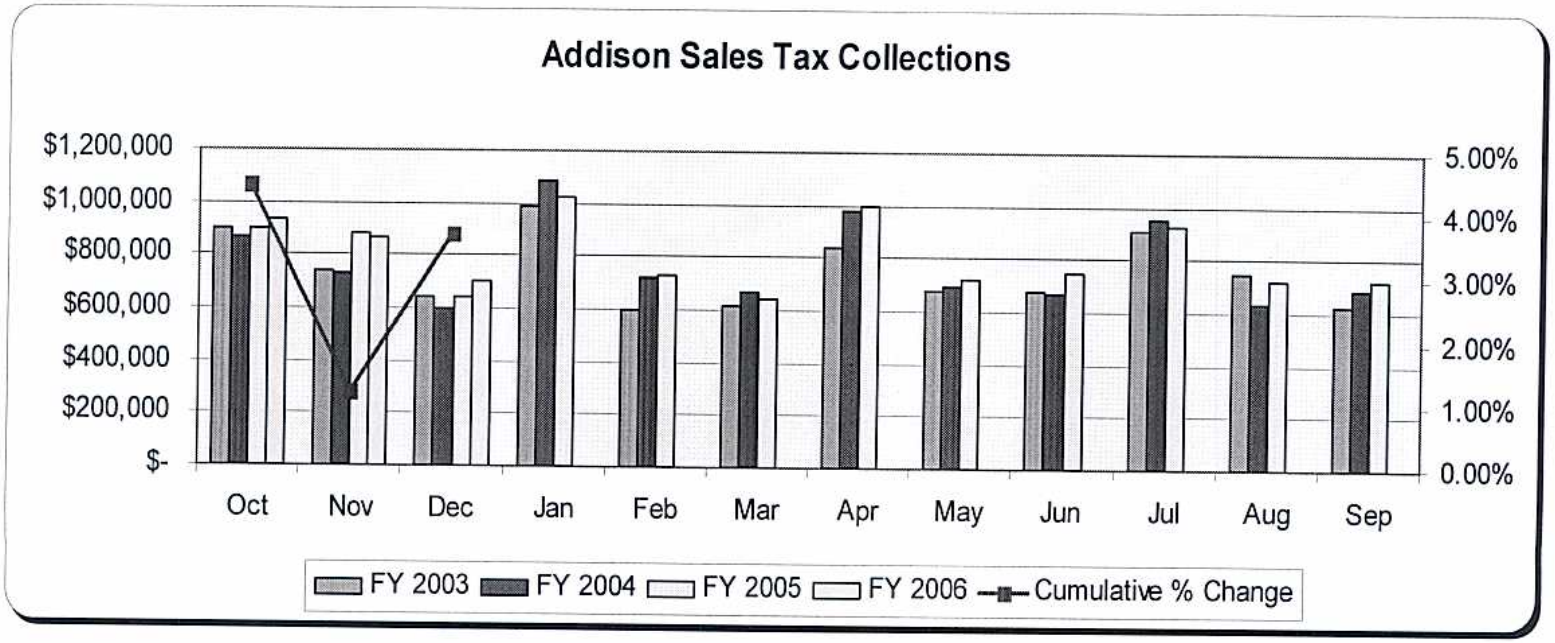
The following items were accomplished by December 31, 2005:

- Completed systematic review of the Town's utility system.
- Implemented new utility rate structure.
- Completed field audit work associated with the FY 2005 annual financial audit.
- Hired Shannon Mims as the Town's Billing Specialist.
- Outsourced the printing and mailing of utility bills to Dataprose, Inc.
- Produced a completely redesigned version of the annual budget document for FY 2006.
- Coordinated 2006 bond sale.

Objectives for the 2nd Quarter of FY 2005-06:

The following items are expected to be complete by March 31, 2006.

- Develop strategic plan for the Strategic Services division.
- Implement online payment system for utility customers.
- Implement new version of the GEMS financial computer system.
- Complete departmental strategic reviews for Recreation, Police, Public Works, Parks, and Fire.
- Present the Town's Comprehensive Annual Financial Report (CAFR) to the Council by February 14th.
- Prepare an internal audit plan recommendation for the City Manager's Office.
- Begin review of the Town's fixed asset inventory.
- Complete review of the Town's cash reconciliation process.
- Prepare a recommendation for Council related to Sales and Mixed Beverage Tax auditing services.
- Develop cross training program for the Financial Services division.



FIRE DEPARTMENT
1st QUARTER FY 05-06

Department Description:

The responsibility of the Addison Fire Department is "To protect the persons and property in Addison by providing quality and innovative emergency and routine services". The largest requested emergency service continues to be emergency medical services. Addison maintains one of the most aggressive pre-hospital emergency medical service protocols in the Dallas/Fort Worth area. This has resulted in the best pre-hospital emergency care in the region.

ACCOMPLISHMENTS

- ✓ Advanced Coronary Life Support recertification was completed by all paramedics.
- ✓ Completed the annual smoke detector battery replacement program. Responded to 253 residents, replaced 1173 batteries, and conducted 139 residential safety surveys.
- ✓ Completed annual inspections of airport fuelers.
- ✓ Continued the implementation of the contract with Zoll Data Systems for EMS PRO software for use on the mobile intensive care units. Currently running both an electronic version and hand written version as implementation bugs are worked out.
- ✓ Conducted driver/operator selection process. This resulted in nine staff being assigned to driver/operator positions.
- ✓ Conducted a new hire process in order to fill firefighter/paramedic vacancies.
- ✓ Completed a Federally mandated review of mass evacuation plans within the Town.
- ✓ Implemented the electronic payroll system for the entire Fire Department.
- ✓ Hosted three events at fire station one, Addison Morning Rotary Club breakfast, Airport Tenant lunch and employee calendar delivery breakfast.
- ✓ Held retirement open house for Captain Barry Larkin in honor of his 30+ years of service to the Town of Addison.
- ✓ Continued participation in ongoing meetings to bring on line the new airport fuel farm.
- ✓ Reviewed our current physical fitness program for desired results.

TRENDS

- ✓ Continue to identify funding opportunities for Federal Grant programs involving weapons of mass destruction and various other emergency management related programs.
- ✓ Continue to offer town residents and businesses free CPR classes two Saturdays a month. Since inception of this program, 2818 individuals have been trained.

SECOND QUARTER PROJECTS

- ✓ Begin Strategic Operations Review of all Fire Department programs and projects and identify future focus areas.
- ✓ Continue making recommended revisions to the Town's Hazard Mitigation Action Plan. This plan is a requirement of the Federal Government.
- ✓ Complete the implementation of the Zoll Data Systems for EMS PRO software for use on the mobile intensive care units.
- ✓ Continue implementation of the National Incident Management System as mandated by the Federal Government.
- ✓ Conduct a promotional process for the position of captain.

GENERAL SERVICES DEPARTMENT
1st QUARTER FY 2005-06

Department Description:

The General Services Department mission is to ensure that all Town facilities are maintained to an attractive and comfortable environment conducive to conducting Town business, and that the Town's fleet of vehicles is maintained to meet the highest standards of safety and efficiency. The Department ensures the city's inventory of supplies and mail services, are managed effectively and efficiently. The department is also the Town's liaison to Addison Airport.

FACILITIES SERVICES

	QTR.	YTD.
Work Orders Processed (WO)	89	89
Avg. Days to Complete WO's In-House	1.7	1.7
Avg. Days to Complete WO's Contract	11.1	11.1

FLEET SERVICES

	QTR.	YTD.
Work Orders Processed:	257	257
Fleet Technicians Efficiency Rating	139.7%	139.7%
Dollar Savings Over Private Garage	$22,848	$22,848
Fleet Downtime	3.1%	3.1%

1st QUARTER PROJECTS ACCOMPLISHED

- **Administration & Staff -** 2005 United Way Campaign - Raised $24,711.45.
- **Administration & Staff -** Town Mtg. - Mayor's State of the City Presentation.
- **Administration & Staff -** Assisted Metrocrest Chamber with Celebrate Event.
- **Airport** - Air Traffic Control Tower - Phase II - 97% complete.
- **Airport** - Fuel Farm - Ribbon Cutting Ceremony - Construction 98% completed.
- **Airport -** Began Drainage Improvement Study.
- **Airport -** Completed bid specifications for Pavement Improvement Program.
- **Facilities** - Finance Building - Water damage recovery & restoration.
- **Fleet** - Completed specifications and purchased 7 new fleet vehicles (90 day delivery).

OUTLOOK FOR 2nd QUARTER PROJECTS FY 2005-06

Administration:

- Continue transition of Telecommunication function to the IT Department.
- Continue to work with the City Management team on special projects to broaden the Directors view of the overall organization.

Airport:

- Complete Fuel Farm construction.
- Complete emergency repairs to taxiway Victor.
- Bid Pavement Improvement Project.
- Continue Master Drainage Study Plan.
- Continue to monitor Air Traffic Control Tower. Complete electronics installation by January.
- Plan Grand Opening Celebration for the new Control Tower.

Facilities:

- Bid Roof Replacement Projects - Service Center & Fire Station 2.
- Develop specifications and bid HVAC Maintenance contract.
- Assist IT with VOIP bid.

Fleet:

- Vehicle Auction

Human Resources Department
1ST Quarter FY 2005-06

The Human Resources Department is responsible for assisting the Town of Addison in providing an environment that promotes high performance, customer service, accountability, integrity, involvement and diversity by:

- Providing resources for administering employee processing, payroll, benefits and policies
- Properly balancing the needs of the employees with the needs of the overall organization
- Hiring and promoting the most qualified employees
- Retaining our valued employees by providing a competitive salary and benefits package
- Maintaining compliance with employment laws and governmental regulations
- Ensuring a discrimination and harassment free environment

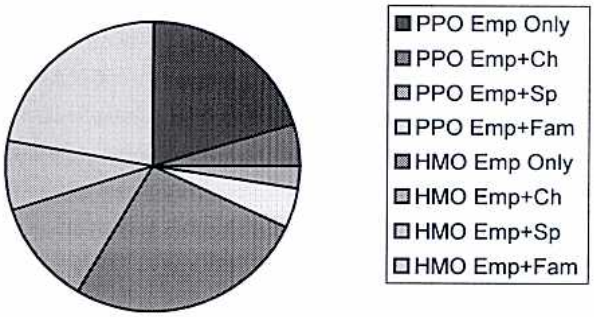
Accomplishments

- Completed Open Enrollment process, facilitated by input from employee focus group
- Assisted the Police Department with more aggressive recruiting, including visits to campuses and off-site testing
- Completed transition of all departments to electronic payroll
- Completed annual buy back of eligible vacation and sick leave
- Participated in 360 Review process

Open Enrollment

Overall rate increase of 13.8%

	PPO	HMO
Employee Only	50	65
Employee + Child	12	29
Employee + Spouse	6	19
Employee + Family	11	55
TOTALS	**79**	**168**
	32%	**68%**



Statistical Information

	4th Qtr 04-05	1st Qtr 05-06
Hires	6	11
Promotions	1	1
Terminations	8	8
Retirements	1	3

Promotions
Paul Spencer, Police Officer to Police Sergeant

Retirements
Loyd Campbell, Firefighter/Paramedic
Don Franklin, Police Chief
Barry Larkin, Fire Captain/Paramedic

Current Projects

- Introducing an in-house Wellness Program
- Developing a volunteer program
- Updating employment application
- Changing administrators for Plan 125, Flexible Spending Accounts

Outlook for 2nd Qtr 2005-06

Present to Council possible amendments to ICMA-RC contract: Retirement Health Savings Accounts and an employee loan provision.

Begin evaluation of assignment pay issues, as part of follow-through on compensation study.

INFORMATION TECHNOLOGY DEPARTMENT
1st QUARTER FY 05-06

Department Description:

The Information Technology Department is responsible for identifying, developing, and maintaining a standard, integrated information services architecture that enhances organization productivity and creates a customer-centered business environment.

The department's responsibilities include:

- Utilize Information Technology to facilitate the Town of Addison mission of public service.
- Collaborating with other departments to provide effective technical solutions.
- Design and supervision of the technology infrastructure.
- Recording, tracking, and coordinating problem resolution.
- Providing asset management and support services for the network and desktop environment.
- Coordinating all technology training and education.
- Provide evaluation, recommendation, and implementation of emerging technology.

1st Quarter Accomplishments FY 05-06:

- Launched a wireless Digital Citation System.
- Implemented a Restaurant Inspection Field Reporting System.
- Searched for an All-In-One wireless True Point of Sale solution for the Special events.
- Released a RFP to select a Voice/IP system to replace the existing legacy system.
- Continued managing the installation/fine tuning of the RedMoon WiFi network.
- Fine-tuned the SCADA system notification system.

OUTLOOK FOR 2nd QUARTER OF FY 05-06

- Launch the Addison Citizen Payment Portal.
- Select the Voice/IP vendor.
- Release a RFP for the Special Events project.
- Release a RFP for Phone Billing Audit.
- Bring forward a Performance Contracting proposal to the Council.
- Complete and publish the newly redesigned addisontexas.net and ci.addison.tx.us web sites.
- Possibly release a RFP for a Video Monitoring System at the Addison Circle Park.

2005-2006 FY	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Service Calls	491			
Incoming E-mails processed	323,294			
Outgoing E-mails Processed	41,952			
Drop Spam E-mails	177,629			
Virus E-mails Blocked	17,917			
Unique Web Sites Visitors addisontexas.net	90,491			
Unique Web Sites Visitors ci.addison.tx.us	45,689			

PARKS DEPARTMENT
1st QUARTER FY 2005-06

Department Description:

The Parks Department's responsibility is to preserve and enhance the Town's exceptional quality of life through the landscaping of the community's public and private properties. To accomplish its mission, the department supervises the construction and meticulous maintenance of parks, boulevard medians, jogging trails, and entrances to the Town. The department is also responsible for the strict enforcement of the landscaping ordinance, which requires all commercial properties to enhance their buildings with landscaped areas. The department also provides support for the special events department on event site set-up and event coordination.

Accomplishments/Trends - First Quarter 2004-05

- Completed the preliminary review of the Belt Line Corridor Conceptual Streetscape design and the Addison Arbor Foundation Comprehensive Street Tree Planting Plan and Management Plan.
- Completed design development plans for the Fairfield Park slated for construction in the Summer of 2006.
- Submitted plans to TXU for approval to construct the new dog park on the east side of the Easement Park.
- Completed specifications for a new seasonal color planting annual contract.
- Held the annual Addison Arbor Day event at the Stone Cottage and launched the new AddisonArbor.org website.
- Completed the substantial completion phase of the Arapaho Road linear park trail system and the fuel farm landscaping.
- Completed the final inspections and punchlist for the Addison Circle ADA remediation with Post Property representatives.
- Began administering the Texas Forestry Grant, which will fund a part-time intern to complete a detailed inventory of the Town's trees.
- Completed final inspections and final payment for the Cityhomes Parkview Park.
- Completed the renovation of the entry median at Celestial Road and Montfort and tree pruning in Winnwood Park to remove dead/potentially hazardous tree limbs.
- Assisted with the set up of the Bookworm Bash, Halloween Bash on Brookhaven Drive, Ultracentric Run at Greenhill School and Shakespeare Festival.

OUTLOOK FOR SECOND QUARTER FY 2005-06

- Complete specifications and bidding for painting the Blueprints sculpture.
- Complete improvements in North Addison Park to include additional waste receptacles and park benches, as well as, planting improvements requested by residents in Addison Place.
- Complete the construction plans for Fairfield Park
- Complete the approval process for the new dog park, which will include a meeting for resident feedback on the design.
- Complete the Parks and Recreation Strategic Operations Review with the Financial & Strategic Services Department to examine the relationship of the department's activities to that of the overall strategic vision for the Town.
- Complete the approval process for the Belt Line Corridor Conceptual Streetscape design and the Addison Arbor Foundation Comprehensive Street Tree Planting and Management Plan.
- Complete winter planting of 65,000 spring flowering bulbs.
- Complete the installation of the Addison Arbor Foundation Giving Tree Plaque in the Conference Center.

STATISTICAL INFORMATION

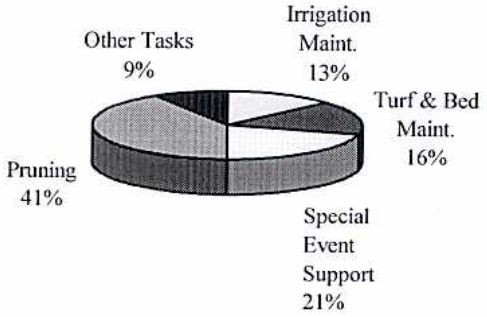
Parks Staff - Total 20 FTE Employees

Director
Shared Departmental Secretary with ACM and Special Events
Parks Operations Manager
Parks Foreman
16 Field Personnel

Vacancies During First Quarter

One Irrigation Technician

Parks Work Tasks 1st Qtr FY04-05



Police Department
1st QUARTER FY 2005-06

Executive Summary

Sworn personnel participated in the annual physical fitness testing in October. Three initially failed, with two out of the three officers sustaining injuries. All three officers subsequently passed and are back to regular status. Three patrol officers remain on alternative duty status from the previous quarter, one officer resigned to go to another agency, and the chief of police retired as of December 31. Captain Layman and four officers participated in job fairs to step up recruitment efforts. They traveled to Sam Houston State University in Huntsville, Texas A&M at Commerce, and North Texas University in Denton and developed numerous contacts. Two police officer test dates were held during the quarter and backgrounds are currently being completed on potential applicants. A new dispatcher, Jason Smith, was hired in December. Throughout the quarter, Captain Layman attended several meetings to discuss the various stages of work being done on the Arapaho Bridge as well as any potential issues relating to that project requiring the assistance and cooperation of the police department.

Several hours were spent coordinating the Brookhaven Halloween project. Event was held October 31st in the parking lot of the Addison at Brookhaven apartment complex. Reflective bags filled with candy, school supplies and safety tips were distributed to over 1,000 children by town employees, council members and the mayor. Glow-in-the-dark necklaces, pictures of children in their costumes, and balloon art by Marvin Eads were provided. The new addition of a bounce slide was a big hit with the kids. Fire department personnel had games for the kids to play. Addison Theatre Centre personnel donated their time and supplies for face painting. Street and parks departments also assisted before and after the event. This project is successful because of the team effort supporting it.

The department began its annual holiday patrol program the day after Thanksgiving and continued it nightly through New Year's Eve. Holiday patrol consists of two marked, single-man units tasked with patrolling the high traffic business and pedestrian areas of Addison from 5 pm to 1 am to increase omni presence and provide a deterrent for crime during the busy holiday season.

October: Detectives worked a joint operation with Farmers Branch narcotic officers at Duke's where an employee was arrested for delivery of narcotics after making a controlled substance delivery to an undercover officer. Day shift officers received information from an fugitive investigator that a suspect may reside in an apartment on Addison Road. APD officers made contact and arrested the fugitive on two felony warrants. Officers dealt with a suspicious persons call involving a subject living across the street from TCA taking inappropriate photos of students. Subject was given a criminal trespass warning and the situation was monitored for several weeks after. Vehicle was stolen from 7-11 on Marsh when it was left running and the owner went inside to pay for gas. Close patrol was put on the Winnwood area after two separate incidents were reported with similar suspect descriptions provided. Received a man with a knife call in Brookhaven Club area. Suspect was located and arrested for aggravated assault. Reports of two separate burglary of a residence at 4020 and 4015 Brookhaven Club. No suspect information to go on. Over two days, there was a continuing feud between occupants of two rooms at Budget Suites which resulted in four separate police calls to the location and the arrest of three people for aggravated assault.

November: Report of a possible shooting on Farmville turned out to be an accidental discharge from the suspect striking complainant in the face with a gun. Victim's right cheek was shattered. Suspect was at large until December when he surrendered himself after discovering APD investigators were looking for him. Investigator Fletcher performed forensic examinations on four computers seized from hotel rooms being used for identity theft and forgery crimes. Investigation is on-going. Investigator Holland was able to identify a suspect from an aggravated assault and issued a warrant. Investigators continue trying to locate the suspect. Two burglaries of a residence were reported this month. Report of a stolen credit card and subsequent investigation found the credit card was stolen by a co-worker who was caught on tape using the card. Co-worker was charged with felony credit card abuse. Officer Barnett assisted a person injured at the new construction site on Spectrum. Officer stabilized the worker's neck prior to arrival of paramedics. This quick action by the officer may have prevented further injury or paralysis. The officer received a commendation for his actions. An occupied stolen vehicle was discovered pulling out of Budget Suites. Officers attempted a felony stop, but occupant jumped out and fled. Carrollton and Farmers Branch police departments assisted in search and apprehension of suspect. Officers responded to a burglary in progress call at Homewood Suites. Officers arrived, suspects fled, but two of three were located and arrested. Two welfare checks by officers resulted in finding a deceased person at each location. One was a suicide and the other was natural death.

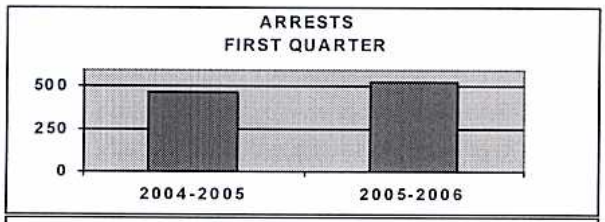
December: A minivan used and then abandoned during a robbery at Fuller's Jewelry was awarded to APD by the courts. Investigator Holland filed a cocaine possession charge against the same individual charged earlier in the year with the double shooting in back of Shuck 'n Jive. Department contacted by Secret Service about detaining a plane that had breached airspace around President Bush's Crawford Ranch until agents could arrive at Addison Airport. Male subject arrested at Zen Bar for the serious felony of tampering with a consumer product, after being observed by three witnesses placing pills into the drink of a female. Officer investigated an accident involving an off-duty firefighter striking a pedestrian who stepped into the firefighter's way while traveling south on Addison Road. Pedestrian was taken to Parkland by Careflight. No charges are being filed against the driver.

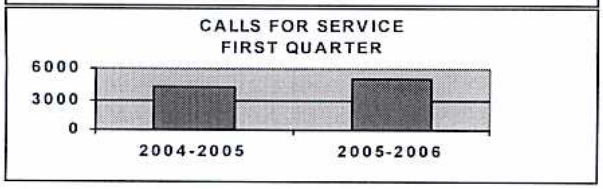
First Quarter Accomplishments

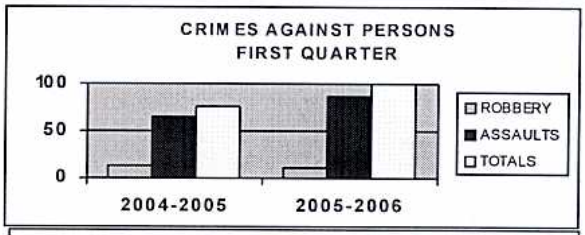
- **Police officer physical fitness testing completed**
- **Two cadets graduated and began FTO program**
- **Two new hires started police academy**
- **Brookhaven Halloween event**
- **5-week holiday patrol program**
- **Patrol shift bid**
- **Testing for overfill positions**

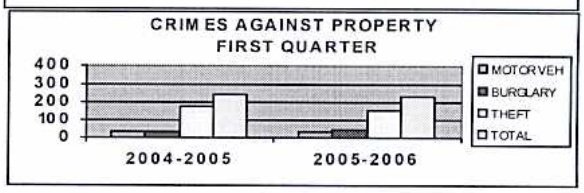
Outlook for Second Quarter

- **Strategic planning**
- **Review job descriptions and functions**
- **Transition to new leadership**
- **Complete backgrounds on police officer applicants with goal of starting five in February police academy.**
- **Complete and submit racial profiling report**
- **Review final draft of SOP for distribution**
- **Retired peace officer's right to carry policy**









PUBLIC WORKS DEPARTMENT
1st QUARTER FY 2005-06

Department Description:

The Public Works Department is responsible for the management and oversight of engineering, capital projects, streets, water and wastewater divisions. In addition to these duties, the Department is also responsible for maintaining the Town's drainage system, traffic signalization system, the collection of all residential brush, the administration of the private waste hauler contract with private waste haulers for the effective collection and recycling of residential waste, street sweeping and the enforcement of animal control.

Accomplishments:

Streets:

During the first quarter, the Town of Addison Street/Public Services Division completed over 1,656 service calls including brush/bulk collection, road repairs and animal control.

- 324 residential requests for service
- 933 Households receiving Bulk/Brush service
- 208 plus Animal Control service calls.

CAPITAL PROJECTS UPDATE

- Arapaho Road Phase III – Roadway construction is almost complete.
- Completed Lake Forest Bridge Apron.
- Design is underway by HNTB for Airport Pavement Improvements.
- Completed city-wide pavement marking replacement project.
- Festival Way repair complete.

Utilities:

During the 1st quarter, the Utilities Div. completed over 617 service calls and responded to 17 after hours emergency calls. Line Maintenance crews repaired an 8" water main leak in front of 14925 Oaks N. Drive, four fire hydrant and three water service line leaks. Customer Service crews replaced 65 water meters, 24 meter boxes, mailed out over 200 backflow test notices and entered over 110 tests completed in the Cross Connection Program.

WATER CONSUMPTION

	2001	2002	2003	2004	2005
October	201,246,000	183,157,000	190,057,000	172,282,000	218,486,000
November	167,945,000	140,668,000	143,286,000	122,439,000	176,072,000
December	137,237,000	124,961,000	129,889,000	115,195,000	140,492,000
Rainfall (in. YTD)	6.97	10.3	5.77	10.5	1.25

WATER UTILITIES

Number of Accounts:	3,267
Water Consumption YTD (Gals):	2,023,028,000
Sewer Usage YTD (Gals):	1,270,871,552
Percent Unaccounted for water:	7.23%

DEPARTMENT GOALS FOR NEXT QUARTER

- Continue working on system wide signal upgrade.
- Complete Engineering Design for water line replacements in Greenhaven Village Apartments.
- Change out twenty, two inch irrigation meters.
- Begin design of Railroad Quiet Zone Project.
- Talisker Apartments sewer rehabilitation.
- Chatham Court Copper Service Line Replacement.
- Complete replacement of 180 one-inch or smaller meters.
- Procure signal poles and equipment for CMAQ Project.
- Lift & stabilize N. Midway Road pavement.
- Develop miscellaneous pavement repair projects.
- Re-assess Addison Road Plan.

RECREATION DEPARTMENT
1st QUARTER FY 2005-06

Department Description:

To offer and maintain for the Town's residents a wide array of recreation, health, fitness, and athletic programs at the Addison Athletic Club. Facilities at the Club include an indoor, four-lane lap/swim pool with whirlpool, four racquetball courts, a gymnasium, aerobics room, indoor running track, one lighted outdoor tennis court, a newly expanded 6,500 sq. ft. weight & fitness room & outdoor leisure pool.

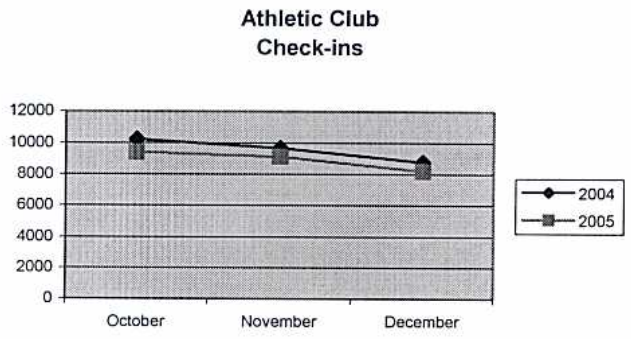
Accomplishments/Trends—First Quarter 2005-2006

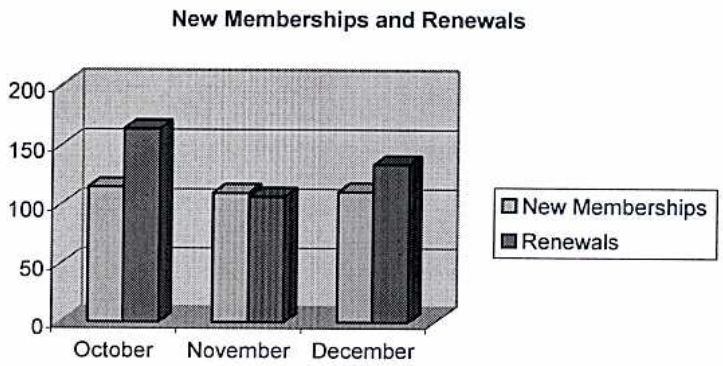
- Usage of the Athletic Club was down 7% compared to first quarter 2004-05. There were a total of 26,727 visits to the Athletic Club, 315 guest visits and 3,410 active members.
- Membership renewals and new member sales increased 7% compared to first quarter 2004-05 with 405 renewals and 338 new members.
- Barbara Colegrove, Addison resident, continues to volunteer for one or two days a week at the front desk.
- 19 six children's, 5 fitness, 11 Pacesetter and 40 adult programs/classes took place.
- Pat White and Randy Rogers attended the National Recreation and Parks Society Conference in San Antonio and the Athletic Business Conference in Orlando. Anissa Arrambide, Deena Hermes, Pat White, and Randy Rogers attended the regional Texas Recreation and Parks Conference in Frisco.
- Staff completed closure of the Trinity Athletic Complex by distributing surplus equipment to the fire department, canceling alarm monitoring and disconnecting network and phone systems.
- Staff began evaluating staffing levels, programs, services, and operations with an emphasis on the expansion area that was opened in 2003. As a result, a new staffing plan was developed and will be implemented in January 2006. Also, staff began the Strategic Operations Review process with the Financial and Strategic Services Department.
- Randy Rogers participated on the United Way committee. Anissa Arrambide was president of the Employee Action Committee. Betsy Sterns participated on the employee of the quarter selection committee.
- There were about 670 participants at the annual Halloween Bash held at the Athletic Club.
- Approximately 65 seniors participated in the annual Thanksgiving dinner which was held at the Conference Centre. The Town provided the meat, rolls and drinks, while the participants brought side dishes and desserts.
- Staff coordinated the arts and crafts at the Holiday Open House.

OUTLOOK FOR SECOND QUARTER FY 2005-06

- Complete the Strategic Operations Review with the Financial and Strategic Services Department.
- Implement the new staffing plan and evaluate the effectiveness.
- Continue to monitor the cleaning and maintenance of the building and exercise equipment, and complete maintenance work orders in a timely manner.
- Review the Pacesetter and Fitness programs.
- Complete all repairs and maintenance at the outdoor pools to prepare for the 2006 outdoor pool season.

STATISTICAL INFORMATION





Special Events
1st Quarter FY 05-06

Department Description: The Special Event Department is responsible for producing and hosting special events that attract tourists and enhance the Town's assets. The department produces events for the City as well as permits third-party events that attract over 340,000 guests to the Addison Arts & Events District.

Accomplishments:

Event	Revenue	Attend.	$ PP	Hotel Rooms	Comments
Bookworm Bash	$5,712*	1,500	$2.91	None	* $ raised went to Senior Adult Services
Holiday Open House	$0	1,000	$30.00	None	
TOTAL:	$5,712	2,500			

Third Party Events	Revenue	Attend.	Revenue PP	Hotel Rooms	Comments
TX OU Fest DFW	$13,688.17	2,800	$4.89	None	• First-annual event • Concert featuring Randy Rogers, Kevin Fowler, Reckless Kelly and others
UltraCentric Run	$0	26	$0	TBD	• 24 and 48-hour run at Greenhill School Thanksgiving weekend • Participants came from 11 cities outside D/FW metroplex • One person set U.S. record for the 45-49 age group • Another race walker cover over 100 miles and he is only the 61st U.S. race walker to achieve this • Current director is stepping down due to the birth of twin boys
TOTAL:	$13,688.17	2,379			

- Received the Gold Pinnacle Award from the International Festivals & Events Association for Best Promotional Poster (Taste Addison)

Outlook for Second Quarter '06 and Beyond:

- *Resolution Run* - Working with Addison Mid-day Rotary on their first 5K and 10K run to be held January 5th. Estimated participants was 350
- *Texas to Tuscany* – To be held on March 9, 2006. This event is essentially the "Gourmet Showcase" revamped and moved to an earlier day away from Taste Addison. Working with World Epicurean Chef Society and Italian Club of Dallas to produce the event. Cross-promotions are also being planned with Out of the Loop and the Addison Beverage Center. We hope to expand this event in future years to become a larger Italian Festival and to be the opening night celebration for Out of the Loop
- *North Texas Jazz Festival* – To be held March 31-April 2, 2006. Deadline to confirm school group participation is January 31st; however, 52 schools from 18 states were invited to participate
- MS Society is bringing the *MS Walk* back to Addison on April 1, 2006. Estimated revenue is $9,000
- *Bone Star Jam* is not returning this year to due to the sale of the radio station
- Continuing to work with the City of Richardson Parks and Event on the Play in May campaign
- Continuing to work with the Xelerate Group to increase sponsorship dollars.
- Working with Xelerate Group on a soft drink, domestic beer and bank sponsors for 2006-2009.

VISITOR SERVICES DEPARTMENT
1st QUARTER FY 2005-06

Department Description:

The mission of the Visitor Services department is to provide quality and innovative services to increase leisure and business travel to the Town of Addison.

Accomplishments :

- Booked 4 separate new groups totaling 615 room nights.
- Worked with 3 other groups that will total 2,825 room nights for Addison hotels should they go definite. Working with Brad Freis from Addison Police Department on one of these groups to hopefully book the International Special Olympics for 2009 or 2010.
- We assisted the Intercontinental Hotel in booking two U.S. Army groups for March and October 2006 representing 3,500 room nights.
- Represented Addison in trade show booth at the Pizza Hut Health Fair Tradeshow.
- Mailed over 600 Addison calendars to area meeting planners.
- Met with Addison Hotel Association marketing committee to gain input on Addison programs.
- Visitor Services' programs have helped book 5.7 % of all Addison room nights for Q1.

STATISTICAL INFORMATION

Room Nights Booked	1st quarter
Visitor Services Staff	615
Hotel Support	13,932
Addison Direct	0
Events	0
Conference Centre	166
Ltd. Service Incentive	0
Grand Total	***14,713***

Addison Hotel Occupancy Q1		
Occupancy	**Average Daily Rate**	**RevPar**
71.5%	$86.98	$62.10

CURRENT PROJECTS

- In follow up to Hotel Resources leads, we are mailing postcards and following up with personal phone calls.
- Working on Addison Direct campaign and will mail out 774 letters including Addison hotel vouchers to local and area meeting planners.
- Continue to work with Hotel Association on marketing input.

OUTLOOK For 2nd QUARTER 2006

- Implement Addison Direct Campaign
- Continue to follow up with planners from TSAE, MPI, and Hotel Resources.
- Represent Addison at the TSAE Trade Show and the Tourism Unity Dinner in Austin .
- Addison Conference Centre will host MPI Supplier Showcase Round Up 2006

TRENDS

- Addison occupancy at 71.5% increased 14.25% over 2005 1st quarter
- Room rates increased 10% at $86.98
- RevPar improved to $62, a 26% increase

In looking forward to 2006, most industry analysts are quite optimistic and are projecting continued increases in both revenue and profit.

Council Agenda Item: #R17

SUMMARY:

Discussion and presentation of the Federal Emergency Management Agency's (FEMA) reimbursement to the Town of Addison for expenses incurred in connection with the Hurricane Katrina and Rita disasters.

FINANCIAL IMPACT:

The Town has received a reimbursement of $51,380.82 from FEMA for expenses related to the Hurricane Rita and Katrina disasters. The Town also expects to receive a second reimbursement in the amount of $1,460 later in the fiscal year.

BACKGROUND:

Hurricanes Rita and Katrina in August and September of 2005 not only devastated the Gulf Coast region, but also, created widespread issues in several surrounding states. In the Dallas/Fort Worth Metroplex, communities were faced with difficulties related to coordinating aid and providing shelter for thousands of evacuees from the Gulf Coast region. The Town of Addison's principal response to these challenges was to set up a shelter at the Dallas Independent School District's Loos Field House in September.

The Town's "eligible" expenses related to the events were as follows:

- Overtime and associated fringe benefits $41,622
- Materials and supplies $8,263
- Administrative fee reimbursement (3%) $1,496

While FEMA has reimbursed the Town for the vast majority of our expenses, the agency deemed several of these to be ineligible for reimbursement. The ineligible expenses included the following:

- "Regular" time salaries for employees already on duty or working a normal shift.
- Phone cards provided to evacuees.
- Conference centre expenses related to providing meeting space for evacuees.

It has been quite an undertaking to document and defend the Town's various expenses to FEMA. For this reason, we would like to thank all of the departments in the Town for their assistance in compiling the necessary data.

RECOMMENDATION:

There is no recommended action associated with this item.

Council Agenda Item: #R18

SUMMARY:

Council authorization is requested for approval of a contract with Kasner and Associates to perform sales and mixed beverage tax auditing services.

FINANCIAL IMPACT:

Kasner and Associates has proposed a scope of services that includes four phases. The total cost of these services will not exceed $38,500.

BACKGROUND:

The Town received approximately $9.7 million in sales taxes and $892,000 in mixed beverage taxes during FY 2005. These taxes collectively represent approximately 44% of the General fund revenue budget for FY 2006. While these revenues are of critical importance to the Town, the Town must rely on the State Comptroller's Office to collect and distribute the taxes correctly to each taxing jurisdiction. This process ensures the State of Texas receives the correct allocation of sales tax receipts, but unfortunately, individual taxing entities frequently have a portion of their tax receipts sent to the incorrect jurisdiction. To verify the Town is receiving its correct allocation of taxes, staff believes it is prudent to perform a comprehensive review of our collections on a periodic basis. While staff currently reviews sales tax information on a quarterly basis, it would be difficult for internal staff to perform an extensive audit from both a time and expertise standpoint. As such, we recommend that an external firm be hired to perform the audit services.

To select a vendor for this process, the Town solicited proposals through a formal Request for Proposal (RFP) process. The Town received three proposals and evaluated them according to the following criteria:

- Quality and scope of the firm's written proposal and oral presentation 30%
- The firm's experience and performance on comparable engagements 30%
- Quality of the firm's personnel to be assigned to the engagement 20%
- Cost of services 20%

The firm with the highest composite score from three reviewers was Kasner and Associates (see attached evaluation form). Kasner and Associates is an Addison firm that is dedicated to transactional tax issues. The managing partner, Kyle Kasner, is a former employee of the State Comptroller's Office, and he has completed similar engagements for the City of Plano, City of Coppell, and City of Richardson.

While this is an unbudgeted item, staff is hopeful that additional sales or mixed beverage taxes will be uncovered to offset the costs of the audit. However, there is no guarantee that these additional taxes will be found. As such, staff will be requesting a mid-year budget adjustment to cover the additional expenditure.

RECOMMENDATION:

Staff recommends that the Council authorize a contract in an amount not to exceed $38,500 for sales and mixed beverage tax auditing services with Kasner and Associates.

Sales and Mixed Beverage Tax Auditing Services Evaluation Sheet

CRITERIA	Max. Pts Available		MBIA *	W & T	Kasner
Subjective Elements of Evaluation:					
Quality and scope of firm's written proposal and oral presentation: Are the materials organized for easy review? Is the information presented in a way that is easily understood? Are complex terms defined for laypersons? Are the materials professional in appearance? Did oral presentation demonstrate clear understanding of scope and purpose?	30	Evaluator A	15	20	25
		Evaluator B	10	20	30
		Evaluator C	10	20	30
The firm's experience and performance on comparable engagements: Has the firm demonstrated significant experience working with public sector employers in similar engagements?	30	Evaluator A	30	10	20
		Evaluator B	20	0	25
		Evaluator C	25	10	25
Quality of personnel assigned to the engagement: Has sufficient information been provided related to the firm's staff that will be assigned to the project? Is the level of the staff's education and experience suitable for this project?	20	Evaluator A	10	15	10
		Evaluator B	15	15	25
		Evaluator C	10	20	20
Cost of the proposed services: What is the estimated cost of the services? How does this compare with the other proposals?	20	Evaluator A	0	20	10
		Evaluator B	0	20	10
		Evaluator C	0	20	10
TOTAL	**100**				
		Evaluator A	55	65	65
		Evaluator B	45	55	90
		Evaluator C	45	70	85
	Total		**145**	**190**	**240**
Average of those submitted			**73**	**95**	**120**

* The RFP stipulated that the Town would not accept a contingency fee arrangement for audit services. Since MBIA stated that they will only perform a contingency fee based engagement, the firm was not awarded any points in the "cost of the proposed services" category.

#R18-2

Professional Service Agreement

This Agreement is entered into by Kasner & Associates, a Texas LLC, (herein called "Firm") and the Town of Addison, Texas (herein called "Client").

In consideration of the mutual promises herein contained, Firm and Client agree that:

I. Scope of Services

Phase I & II Services

The Firm shall to the best of its ability and skill, perform a review of the Client's data concerning sales/use and mixed beverage tax (collective referred to hereafter as "tax") of Client's businesses seeking to:

- verify all Client businesses active in the previous four years are properly permitted for Client's tax payments.
-

Phase III & IV Services

The Firm shall to the best of its ability and skill, perform a review of the Client's data concerning tax filings of Client's businesses seeking to:

- recover any past lost tax revenue subject to existing statute of limitations; and
- develop a prospective methodology that if implemented by the Client internally will confirm future tax remittances.

This review does not result in any opinion, attestation, or other form of assurance with respect to the Client's transactional tax reporting or any other financial reporting functions of the Client. The procedures employed by this review do not constitute an examination or a review per General Accepted Auditing Standards. Neither does this review constitute a review of internal controls over any Client financial reporting function. The review is not limited nor directed towards the discovery of fraud, illegal acts, or material exceptions.

II. Fees & Billings

Fees, including all out-of-pocket expenses, for all Phases of the Project will be no greater than $38,500. This fee reflects the estimated hours to perform all aspects of the project at standard hourly rates discounted 10%, plus estimated out-of-pocket expenses.

We reasonably expect and recommend that any Recoveries identified will undergo substantive review and consideration by the taxing authorities. However, if Client elects to forego such a review by taxing authorities an addendum to this Agreement will be required specifying the amended terms.

Fees are due and payable immediately when billed. Fees will be billed as follows:

10% of Total Project Fees - $3,850
These fees will be billed upon completion of Phase I. Phase I is deemed complete when the Firm tenders to Client for its review/comment/approval a listing of Client Businesses active in the past four years.

50% of Total Project Fees - $19,250
These fees will be billed upon completion of Phase II. Phase II is deemed complete when the Firm tenders to Client a listing of all Client Businesses which provide taxable items in Texas active in the past four years that are improperly permitted ("Recovery Claims").

20% of Total Project Fees – $7,700
These fees will be billed upon completion of Phase III. Phase III is deemed complete when the Comptroller provides sufficient information as deemed by Client concerning the validity of Phase II Recovery Claims.

20% of Total Project Fees - $3,850
These fees will be billed upon completion of Phase IV. Phase IV is deemed complete when Firm provides to Client its Final Report summarizing findings, and providing recommendations for prospective corrective internal processes.

III. Responsibilities of the Firm

Firm services will be performed based upon the information provided by the Client and tax authorities. In addition, services will be performed in consideration of applicable tax laws, regulations and associated interpretations relative to the appropriate jurisdiction as of the date the services are provided. Tax laws and regulations are subject to change at any time, and such changes may be retroactive in effect and may be applicable to advice given or other services rendered before their effective dates. The Firm does not assume responsibility for such changes occurring after the date we have completed our services.

With regards to the services provided under the terms of this agreement, the Firm will discuss with the Client any positions that the Firm believes may subject the Client to additional liabilities. The Firm is not held responsible for determining these liabilities, nor is the Firm responsible for any liabilities assessed against the Client as the result of the Client's failure to provide all relevant information relative to the issue under consultation.

IV. Non-Disclosure Requirements

In the performance of this Agreement, Client and Firm may not disclose technical, financial, or other information, material or data either via oral, written, or any other form, either electronic or otherwise, which is considered confidential and proprietary (Confidential Information). Such Confidential Information does not include any information known to the receiving party prior to the Agreement, is

available to the public under Texas' Open Records Act, or published and available to the general public regardless of source. Unless otherwise agreed, the receiving party agrees not to disclose Confidential Information; will use the same degree of care and diligence to protect and secure Confidential Information as it uses for its own information; and will not copy or reproduce the Confidential Information except in the performance of the services described in this Agreement. The receiving party may disclose such Confidential Information to its associates, affiliates, consultants, and agents necessary to perform the Agreement's services.

In the event either Client or Firm is required by law, rule, regulation or lawful order to disclose Confidential Information, the disclosing party agrees to notify the other party immediately to allow the other party to take steps it deems necessary to protect its Confidential Information.

Both Client and Firm acknowledge and agree that the disclosing party owns all rights, interest, and title to the Confidential Information. Both Client and Firm agree that the unauthorized disclosure of the Confidential Information will cause irreparable harm to the other party. As a result of the unique nature of the Confidential Information, in addition to all other available remedies, the disclosing party shall be entitled to seek injunction and other extraordinary relief in a court of competent jurisdiction in order to enforce the receiving party's obligations under this Agreement.

V. Engagement Limitations/Termination

In the event the Firm discovers activities or practices of the Client that the Firm deems inappropriate or that would prevent the project from being completed, or should the Client fail to provide the Firm with adequate and accurate information or the requisite assistance to allow for the proper completion of this project, the Firm reserves the right to resign from the engagement prior to the completion of the work. In such an event, the Client agrees to be responsible for all professional fees and expenses incurred prior to the resignation.

At any point during the project, the Firm has the right to terminate the services covered by this agreement by providing written notice to the Client of such termination. If such an election is made at the Firm's sole discretion, and not as a result of the Client activities stated above, the Firm's fees will be limited to its percentage of only those Recoveries received by Client as a result of Firm actions prior to its termination of the project.

The Firm is not restricted by anything in this agreement from providing services for other Clients.

The Client reserves the right to terminate the services covered by this agreement at any time by providing the Firm written notice of such intentions.

The Firm makes no other representation or warranty regarding either the services to be provided or any deliverables; in particular, and without limitation of the foregoing, any express or implied warranties of fitness for a particular purpose, merchantability, warranties arising by custom or usage in the profession, and warranties arising by operation of law are expressly disclaimed.

Only in the event the Firm is grossly negligent or acted willfully or fraudulently, shall the Firm be liable to the Client or any related parties, for any amounts in excess of the total professional fee paid by Client to Firm under this agreement.

VI. Indemnification Clause

The Client agrees to indemnify, defend and hold harmless the Firm from and against any and all liabilities, losses, demands, costs and expenses, joint or several, to which such indemnified parties may be subject under any findings of state/federal courts or other regulatory body arising solely out of the performance of services contemplated by this agreement, including claims by any third parties.

The Client agrees to reimburse any indemnified party for all reasonable expenses (including reasonable counsel fees and expenses) as they are incurred in connection with the investigation of, preparation for, or defense of, any pending or threatened claim or action or proceeding arising there from, whether or not such indemnified party is a party. The provisions of this indemnification clause will not apply if it has been finally determined that the Firm was grossly negligent or acted willfully or fraudulently.

* * * * *

The clauses regarding liability limitations and indemnification shall survive any termination of this agreement. This agreement will be governed by the laws of the State of Texas.

Accepted as described herein for the services described in Section I – Scope of Services _____ (date);

_____ _____

Authorized Signature Kyle Kasner, Managing Member

_____

Name/Title

Council Agenda Item: #ES1

There are no attachments for this item.