

**AGENDA**

**REGULAR MEETING OF THE CITY COUNCIL**

**7:30 P.M.**

**NOVEMBER 27, 2007**

**TOWN HALL**

**5300 BELT LINE ROAD**

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**REGULAR SESSION**

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Item #R1 - Consideration of Old Business.

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Item #R2 - Consent Agenda.

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#2a - Approval of the Minutes for:

November 5, 2007, Town Meeting  
November 6, 2007, Special Meeting & Work Session  
November 13, 2007, Regular City Council Meeting

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Item #R3 - Presentation of the Regional General Aviation and Heliport System Plan by the North Texas Central Council of Governments.

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Item #R4 - Presentation and discussion of recycling opportunities, and consideration of authorizing the City Manager to apply for a recycling grant from the North Central Texas Council of Governments.

Attachment:

1. Council Agenda Item Overview

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Item #R5 - Consideration and approval of an ordinance granting meritorious exception to Sec. 62-162, Premises Signs, is requested by the Crown Plaza located at 14315 Midway Road.

Attachments:

1. Staff Report
2. List of Exceptions
3. Application
4. Plans

Administrative Recommendation:

Administration recommends approval.

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Item #R6 - Consideration and approval of the City Manager's recommended incentive compensation to Washington Staubach Addison Airport Venture for 2007.

Attachments:

1. Council Agenda Item Overview
2. Memorandum – Mark Acevedo
3. Memorandum - Lisa Pyles
4. 3<sup>rd</sup> Amendment to Operations Agreement

Administrative Recommendation:

Administration recommends approval.

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Item #R7 - Consideration and approval of an Assignment of Ground Lease between the Town of Addison as Landlord and Schoellkopf Hangar Corporation, Ground Lease #03090-0501 to Seaking Investment Partners, Ltd., and authorizing the City Manager to execute a related estoppel letter.

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Attachments:

1. Council Agenda Item Overview
2. Assignment of Ground Lease

Administrative Recommendation:

Administration recommends approval.

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Item #R8 - Consideration and approval for the purchase of:

- (3) 2008 Hybrid Electric SUV's
- (4) 2008 CID Vehicles
- (1) 2008 Ambulance
- (2) 2008 1 Ton Trucks
- (2) 2008 ¾ Ton Trucks
- (1) ½ Ton Truck
- (1) Backhoe Tractor

These vehicles are to be purchased under the Town's Inter-local Agreement with the Houston-Galveston Area Council (HGAC).

Attachment:

1. Council Agenda Item Overview

Administrative Recommendation:

Administration recommends approval.

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Item #R9 - Consideration and acceptance of a resolution adopting The Regional Transportation Council Clean Fleet Vehicle Policy.

Attachments:

1. Council Agenda Item Overview
2. Resolution

Administrative Recommendation:

Administration recommends approval.

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Item #R10 - Consideration and approval of a Contract with AT&T for the purchase of new equipment, upgrading the existing MARRS-View, and installation of 9-1-1 system with five (5) positions in the amount of \$152,256.34 subject to the City Attorney's final approval.

Attachments:

1. Council Agenda Item Overview
2. AT&T Equipment Upgrade
3. Contract
4. Addendum

Administrative Recommendation:

Administration recommends approval

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Item #R11 - Consideration and approval of an Agreement with APS (Advanced Public Safety) for the purchase, and installation of a Digital Citation System including the needed software and hardware for the Police cruisers in the amount of \$49,999.09 subject to the City Attorney's final approval.

Attachments:

1. Council Agenda Item Overview
2. Quote
3. Agreement

Administrative Recommendation:

Administration recommends approval.

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Item #R12 - Consideration and approval of an agreement with Freese & Nichols, Inc., in the amount of \$76,544.00 for preliminary engineering of the proposed 1.5 Million Gallon Elevated Storage Tank

Attachments:

1. Council Agenda Item Overview
2. Map
3. Preliminary Engineering Contract

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Administrative Recommendation:

Administration recommends approval.

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Item #R13 - Consideration and approval of an agreement with Northstar Construction, Inc., in the amount of \$635,592.00 for the construction of the Addison Airport Taxiway Sierra Pavement Improvements and establish a notification threshold in accordance with the Town of Addison Purchasing Policy.

Attachments:

1. Council Agenda Item Overview
2. Map
3. Bid Tabulation

Administrative Recommendation:

Administration recommends approval.

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Item #R14 - Consideration and approval of final payment to Northstar Construction, Inc., for Miscellaneous Pavement Repairs – Bid #07-26.

Attachments:

1. Council Agenda Item Overview
2. Final Invoice

Administrative Recommendation:

Administration recommends approval.

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Item #R15 - Consideration and approval authorizing the City Manager to enter into an agreement with Koos & Associates, Inc., in the estimated amount of \$367,770.00 for the removal and disposal of the underground petroleum storage tanks on the Addison Airport.

Attachment:

1. Council Agenda Item Overview

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Administrative Recommendation:

Administration recommends approval.

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Item #R16 - Consideration and approval of Change Order No. 3 in the amount of \$37,949.45, for various items associated with the Paving and Drainage Improvements to Addison Road.

Attachments:

1. Council Agenda Item Overview
2. Change Order No. 3

Administrative Recommendation:

Administration recommends approval.

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Item #R17 - Approval is requested of a Resolution for Reimbursement of Travel Expenses.

Attachment:

1. Resolution

Administrative Recommendation:

Administration recommends approval.

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Item #R18 - Presentation of the Financial Quarterly Report.

Attachment:

1. Financial Quarterly Report

Administrative Recommendation:

Administration recommends approval.

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## EXECUTIVE SESSION

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Item #ES1 - Closed (executive) session of the City Council, pursuant to Section 551.071 of the Texas Government Code, to conduct a private consultation with its attorney(s) to see the advice of its attorney(s) about contemplated litigation, and/or on a matter or matters in which the duty of the attorney(s) to the Town Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code, regarding and relating to the Addison Airport Bulk Fuel Storage Facility.

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Item #R-19 - Consideration of approval of any action regarding the Addison Airport Bulk Fuel Storage Facility.

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Adjourn Meeting

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Posted:  
November 21, 2007 at 5:00 P.M.  
Mario Canizares - 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.**

**OFFICIAL ACTIONS OF A TOWN MEETING**

November 5, 2007  
7:00 P.M. – Addison Conference & Theatre Center  
15650 Addison Road  
Addison, TX 75001

Present: City Council Members: Mayor Chow, Councilmembers Braun, Hirsch, Kraft, Meier, Mellow and Niemann

Absent: None

Item #WS1 Discussion regarding the State of the Town and the Citizen Advisory Committee Process.

Mayor Chow led the discussion regarding the State of the Town and the Citizen Advisory Committee Process.

There was no action taken on this Item.

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

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Secretary

**OFFICIAL ACTIONS OF SPECIAL MEETING AND WORKSESSION  
OF THE CITY COUNCIL**

November 6, 2007  
6:00 P.M. – Addison Town Hall  
5300 Belt Line Road  
Addison, TX 75001

Present: City Council Members: Mayor Chow, Councilmembers Braun, Hirsch,  
Kraft, Meier, Mellow and Niemann

Absent: None

Item #WS1 Discussion regarding the progression toward achieving the Next Great Ideas for Addison.

Ron Whitehead led the discussion regarding the progression toward achieving the Next Great Ideas for Addison.

There was no action taken on this Item.

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

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Mayor

Attest:

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City Secretary

## OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

November 13, 2007  
7:30 p.m. – Town Hall  
5300 Belt Line Road

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

Absent: Councilmember Meier

### Item #R1 - Consideration of Old Business.

The following employees were introduced to the Council: Robert Trevino with the Public Works Utilities Division, Corey Gayden with the Police Department and Jeff Patterson with the Fire Department.

### Item #R2 - Consent Agenda.

#### #2a - Approval of the Minutes:

October 16, 2007, Special Meeting and Work Session  
October 23, 2007, Regular City Council Meeting

Councilmember Niemann made a motion to approve the Minutes for:  
October 16, 2007, Special Meeting and Work Session  
October 23, 2007, Regular City Council Meeting.

Councilmember Braun seconded. Motion carried.

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

Item #R3 - Mr. Wazir Moolji, owner of Perry's C-Store Deli at 16601 Addison Road, Addison, TX, has requested to and will address the City Council regarding his property.

Salima Moolji spoke on behalf of Mr. Moolji.

There was no action taken on this Item.

Item #R4 - Consideration and approval of the appointment of Scott Wheeler to the Dallas Central Appraisal District (DCAD) Board of Directors.

Councilmember Niemann made a motion to approve Resolution R07-029 for the appointment of Scott Wheeler to the Dallas Central Appraisal District (DCAD) Board of Directors.

Councilmember Braun seconded. Motion carried.

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

Item #R5 - Consideration and approval of annual contract for FY '08 with the Trinity River Authority to provide inspection, sampling and laboratory analysis on certain industries in Addison to comply with wastewater pretreatment laws as required by EPA.

Councilmember Braun made a motion to approve a contract for FY '08 with the Trinity River Authority to provide inspection, sampling and laboratory analysis on certain industries in Addison to comply with wastewater pretreatment laws as required by EPA.

Councilmember Niemann seconded. Motion carried.

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

Item #R6 – Consideration and approval of (i) a Contract for Services with each of several Non-Profit entities, as follows: Communities in Schools – Dallas, Senior Adult Services, Metrocrest Social Services, Metrocrest Family Medical Clinic, Metrocrest Chamber of Commerce, The Family Place, Special Care and Career Services, WaterTower Theatre, Inc., The Dance Council, and Richardson Symphony Orchestra, and (ii) an Agreement for Use of the Addison Theatre Centre with WaterTower Theatre, Inc.

Councilmember Niemann made a motion to approve (i) a Contract for Services with each of several Non-Profit entities, as follows: Communities in Schools – Dallas, Senior Adult Services, Metrocrest Social Services, Metrocrest Family Medical Clinic, Metrocrest Chamber of Commerce, The Family Place, Special Care and Career Services, WaterTower Theatre, Inc., The Dance Council, and Richardson Symphony Orchestra, and (ii) an Agreement for Use of the Addison Theatre Centre with WaterTower Theatre, Inc., subject to City Attorney's approval.

Councilmember Kraft seconded. Motion carried.

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

Item #R7 - Consideration and approval for the Town to become a member of River of Trade Corridor Coalition, otherwise known as ROTCC.

Councilmember Braun made a motion to approve that the Town become a member of River of Trade Corridor Coalition, otherwise known as ROTCC.

Councilmember Mellow seconded. Motion carried.

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

Voting Nay: Niemann

Absent: Meier

Item #R8 – Consideration and approval of Resolution to adopt Rule §70.3 of the Texas Administrative Code, Cost of Copies of Public Information, which updates the charges for copies of public information and service rendered charges.

Councilmember Kraft made a motion to approve Resolution No. R07-027 to adopt Rule §70.3 of the Texas Administrative Code, Cost of Copies of Public Information, which updates the charges for copies of public information and service rendered charges.

Councilmember Niemann seconded. Motion carried.

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

Voting Nay: None

Absent: Meier

Item #R9 – FINAL PLAT/Asbury Circle. Consideration of approval of a final plat for 73 lots on 8.140 acres, located in a Belt Line Road zoning district, at the southwest corner of the intersection of Belt Line Road and Commercial Drive, on application from Ashton Woods Homes, represented by Mr. Casey Ross of Dowdey, Anderson & Associates.

Councilmember Mellow made a motion to approve a final plat for 73 lots on 8.140 acres, located in a Belt Line Road zoning district, at the southwest corner of the intersection of Belt Line Road and Commercial Drive, on application from Ashton Woods Homes, represented by Mr. Casey Ross of Dowdey, Anderson & Associates,

1. Please identify boundary monuments on the face of the plat.
2. The location of the callout on the plat for Lots 3A, 3B, 3C-1, 4R-1 & 5, Addison Town Center does not seem to indicate that these lots are part of the platted property. However, all lots are referenced as being a part of the platted property. Please clarify.
3. Change the reference of “City of Addison” to “Town of Addison” in the title block.
4. Change the year on the City Approval Block to be filled in with the signature.
5. Provide a closure sheet.

Councilmember Kraft seconded. Motion carried.

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

Councilmember recused himself from participation for Item #R10 only. He did not leave Council Chambers.

Item #R10 - FINAL PLAT/Lake Forest Addition, Lots 1 and 2, Block A. Consideration of approval of a final plat for 2 lots on 2.006 acres, located on the east side of Lake Forest Drive, approximately 200 feet south of Belt Line Road, on application from Mr. Scott Hershman, represented by Dayton Macatee Engineering.

Councilmember Braun made a motion to approve a final plat for 2 lots on 2.006 acres, located on the east side of Lake Forest Drive, approximately 200 feet south of Belt Line Road, on application from Mr. Scott Hershman, represented by Dayton Macatee Engineering, with the following conditions:

1. A 1/2" iron rod needs to be set at the two points in the northern property line.
2. The page of the instrument recorded in Volume 72034 does not match between the Owner's Certificate and the drawing. Please verify.
3. Remove Owner's Dedication, State of Texas and County of Dallas from the middle of the Owner's Certificate.
4. Indicate the "Point of Beginning" on the drawing.
5. Remove the limits of the 100 year floodplain from the drawing.
6. Remove the flood statement from the plat.
7. Change "City of Addison" to "Town of Addison" in Note 1.
8. Place the "Drainage and Floodway Easement" limits at a 4:1 slope from the toe of slope or at the limits of the 100 year floodplain, whichever is greater.

Councilmember Kraft seconded. Motion carried.

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

Item #R11 - PUBLIC HEARING Case 1548-SUP/Marble Slab Creamery Public hearing on, and consideration of approval of, an ordinance amending the zoning on certain property located in a Local Retail zoning district at 4937 Belt Line Road by approving a Special Use Permit for a restaurant (ice cream shop), on application from Mr. Salim Sayani.

Mayor Chow opened the meeting as a public hearing. There were no questions or comments. Mayor Chow closed the meeting as a public hearing.

Councilmember Hirsch made a motion to approve Ordinance No. 007-037, amending the zoning on certain property located in a Local Retail zoning district at 4937 Belt Line Road by approving a Special Use Permit for a restaurant (ice cream shop), on application from Mr. Salim Sayani, subject to no conditions.

Councilmember Niemann seconded. Motion carried.

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

Item #R12 - PUBLIC HEARING Case 1549-SUP/Patton's Corner. Public hearing on, and consideration of approval of, an ordinance amending the zoning on certain property, located in an Industrial-1 zoning district at 14345 Dallas Parkway by approving a Special Use Permit for a Christmas tree lot, on application from Mr. Jeff Patton.

Mayor Chow opened the meeting as a public hearing. There were no questions or comments. Mayor Chow closed the meeting as a public hearing.

Councilmember Mellow made a motion to approve Ordinance No. 007-038, amending the zoning on certain property, located in an Industrial-1 zoning district at 14345 Dallas Parkway by approving a Special Use Permit for a Christmas tree lot, on application from Mr. Jeff Patton, subject to no conditions.

Councilmember Hirsch seconded. Motion carried.

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

Item #R13 - PUBLIC HEARING Case 1550-SUP/Joey's Seafood. Public hearing on, and consideration and approval of, an ordinance amending the zoning on certain property located in a Local Retail-LR zoning district at 4145 Belt Line Road by approving a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption, on application from Mr. Alejandro Gonzalez Juaristi.

Mayor Chow opened the meeting as a public hearing. There were no questions or comments. Mayor Chow closed the meeting as a public hearing.

Councilmember Kraft made a motion to approve Ordinance No. 007-039, amending the zoning on certain property located in a Local Retail-LR zoning district at 4145 Belt Line Road by approving a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption, on application from Mr. Alejandro Gonzalez Juaristi, subject to the following condition:

- The plans shall be revised to eliminate the exterior patio.

Councilmember Niemann seconded. Motion carried.

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

Voting Nay: None

Absent: Meier

Councilmember Niemann recused himself for Items #14 and #15 and left the Council Chambers.

**Item #R14 - PUBLIC HEARING** Case 1551-Z/David Weekley Homes. Consideration approval of an ordinance amending the zoning on certain property generally described as 3.98 acres in the UC – Urban Center zoning district – Residential subdistrict, located at the southeast corner of Airport Parkway and Quorum Drive, by approving a final development plan, with waivers for 84 townhomes, on application from David Weekley Homes, represented by Mr. Larry Jackson.

Mayor Chow opened the meeting as a public hearing. There were no questions or comments. Mayor Chow closed the meeting as a public hearing.

Councilmember Mellow made a motion to approve Ordinance No. 007-040, amending the zoning on certain property generally described as 3.98 acres in the UC – Urban Center zoning district – Residential subdistrict, located at the southeast corner of Airport Parkway and Quorum Drive, by approving a final development plan, with waivers for 84 townhomes, on application from David Weekley Homes, represented by Mr. Larry Jackson, with the following conditions.

- All air conditioning screening fences shall be of a solid material, and shall screen the air conditioning units from all sides.
- Plans shall be revised to include a wing-wall or gateway element at all alley entrances to help screen views into the alleys.
- All paving and drainage design and construction must meet city standards.
- A final site plan must be approved by the Fire Department before issuance of a building permit.
- Detailed streetscape plans shall be submitted for review and approval for lighting, paving, irrigation, site furniture, and planting prior to the issuance of a building permit.

- The on-going open space maintenance shall be the owners/homeowners association's responsibility, which includes the maintenance of the living screen area along Airport Parkway.
- Units in Block C, units 9-16, (as shown on the approved final development plan) shall be fitted with insulating windows and front doors that reduce noise by a minimum of 35 decibels from outside to inside.

Councilmember Kraft seconded. Motion carried.

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

Voting Nay: None

Absent: Meier

Abstaining: Niemann

Item #R15 - PRELIMINARY PLAT/The Residences at Addison Circle. Consideration of approval of a preliminary plat for 84 lots, located on 3.98 acres at the southeast corner of Quorum Drive and Airport Parkway, on application from David Weekley Homes, represented by Dowdey Anderson & Associates, Inc.

Councilmember Kraft made a motion to approve a preliminary plat for 84 lots, located on 3.98 acres at the southeast corner of Quorum Drive and Airport Parkway, on application from David Weekley Homes, represented by Dowdey Anderson & Associates, Inc., with the following conditions:

1. The Thoroughfare Plan designates Airport Parkway as a Commercial Collector which requires a 64' Right-of-Way. As a result, a 2' right-of-way dedication is required on the plat for Airport Parkway.
2. Change all references of "City of Addison" to "Town of Addison."
3. Add building setbacks in accordance with the amendment to the UC zoning. Add a reference to the amendment to the face of the plat.
4. Add center line to existing streets.
5. Street names shall be chosen from the Town of Addison approved list. Please revise.
6. Add a 5' Sidewalk Easement along the Spectrum Drive frontage.
7. A reference to the Quorum Drive East Addition recorded in Volume 98001, Page 00033 needs to be added to the Owner's Certificate.
8. Place a 5' Utility Easement in the side yard along the frontage on Lot 30, Block A, Lots 1, 9, 16 & 24, Block B and Lot 30, Block C.
9. Show all lot lines, property owners and dimensions for the parcels across each public right-of-way.

Councilmember Braun seconded. Motion carried.

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

Voting Nay: None

Absent: Meier  
Abstaining: Niemann

Councilmember Niemann returned to Council Chambers.

Item #R16 - Consideration and approval of an ordinance granting meritorious exceptions to Section 62-163 (Area) and Section 62-285 (Luminescent gaseous tubing) of the Addison sign ordinance (as set forth in the Town's Code of Ordinances) for Los Lupes Mexican Restaurant located at 3855 Belt Line Road.

Councilmember Kraft made a motion to approve Ordinance No. 007-041, granting meritorious exceptions to Section 62-163 (Area) and Section 62-285 (Luminescent gaseous tubing) of the Addison sign ordinance (as set forth in the Town's Code of Ordinances) for Los Lupes Mexican Restaurant located at 3855 Belt Line Road, with the conditions shown on the corrected drawing.

Councilmember Braun seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Mellow  
Voting Nay: Niemann  
Absent: Meier

Item #R17 - Consideration and approval of an ordinance granting meritorious exceptions to Section 62-186 (Monument Sign) and Section 62-285 (Luminescent gaseous tubing) of the Addison sign ordinance (as set forth in the Town's Code of Ordinances) for Los Lupes Mexican Restaurant located at 3855 Belt Line Road.

Councilmember Niemann made a motion to deny an ordinance granting meritorious exceptions to Section 62-186 (Monument Sign) and Section 62-285 (Luminescent gaseous tubing) of the Addison sign ordinance (as set forth in the Town's Code of Ordinances) for Los Lupes Mexican Restaurant located at 3855 Belt Line Road, subject to the following conditions:

South Façade:

1. Two signs with one having a logo 30" in height.
2. Accent lighting (neon), at the roof line approved subject to the lights being installed in a manner that does not allow lighting element to be seen.

East Façade:

1. Accent lighting (neon), at the roof line approved subject to the lights being installed in a manner that does not allow lighting element to be seen.

Councilmember Braun seconded. Motion carried.

Voting Aye: Chow, Braun, Kraft, Mellow, Niemann  
Voting Nay: Hirsch  
Absent: Meier

Item #R18 - Consideration and approval authorizing the City Manager to enter into a contract with Building Solutions, Inc., for facilities project management services.

Councilmember Niemann made a motion to approve a contract with Building Solutions, Inc., for facilities project management services.

Councilmember Kraft seconded. Motion carried.

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

Item #R19 - Consideration and approval of a new ground lease and non-public fuel farm license agreement between the Town and ExecHangar ADS, LC on Addison Airport, and authorizing the City Manager to execute the same.

Councilmember Kraft made a motion to approve a new ground lease and non-public fuel farm license agreement between the Town and ExecHangar ADS, LC on Addison Airport, and authorizing the City Manager to execute the same, subject to City Attorney's review.

Councilmember Braun seconded. Motion carried.

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

Item #R20 - Consideration and approval of various items related to the Encore FBO Acquisition, LLC re-development at Addison Airport to include; 1) the assignment of R. Stern FBO LTD, ground leases at Addison Airport to Encore FBO Acquisition, LLC., 2) early termination of the R. Stern FBO LTD ground leases in favor of a new ground lease between the Town and Encore FBO Acquisition, LLC. at Addison Airport, and 3) granting a Public FBO (fixed base operator) Fuel Farm License agreement to Encore FBO Acquisition, LLC., and authorizing the City Manager to execute the same.

Councilmember Niemann made a motion to approve various items related to the Encore FBO Acquisition, LLC re-development at Addison Airport to include; 1) the assignment of R. Stern FBO LTD, ground leases at Addison Airport to Encore FBO Acquisition, LLC., 2) early termination of the R. Stern FBO LTD ground leases in favor of a new ground lease between the Town and Encore FBO Acquisition, LLC. at Addison Airport, and 3) granting a Public FBO (fixed base operator) Fuel Farm License agreement to

Encore FBO Acquisition, LLC., and authorizing the City Manager to execute the same, subject to the City Attorney's approval.

Councilmember Mellow seconded. Motion carried.

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

Voting Nay: None

Absent: Meier

Item #R21 - Discussion and approval of a Memorandum of Understanding agreement between the Town of Addison and the Cavanaugh Flight Museum.

Councilmember Niemann made a motion to approve a Memorandum of Understanding agreement between the Town of Addison and the Cavanaugh Flight Museum, with a committee of no less than five (5) and no more than seven (7) members.

Councilmember Mellow seconded. Motion carried.

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

Voting Nay: None

Absent: Meier

Item #R22 - Consideration and approval of an agreement with The Margulies Communication Group to assist the Town with media communications.

Councilmember Kraft made a motion to approve an agreement with The Margulies Communication Group to assist the Town with media communications.

Councilmember Niemann seconded. Motion carried.

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

Voting Nay: None

Absent: Meier

Item #R23 - Consideration and approval of an agreement with Southwest Speakers Bureau, Inc., d.b.a. Shiroma Southwest to provide public relations and media publicity programs to promote certain Special Events in the Town of Addison.

Councilmember Braun made a motion to approve an agreement with Southwest Speakers Bureau, Inc., d.b.a. Shiroma Southwest to provide public relations and media publicity programs to promote certain Special Events in the Town of Addison.

Councilmember Niemann seconded. Motion carried.

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

Voting Nay: None

Absent: Meier

Item #R24 - Consideration and approval of an agreement with Krause Advertising to provide marketing consultation, creative ad production services, administrative and account oversight for the Town's 2007-2008 marketing and special events initiatives.

Councilmember Kraft made a motion to approve an agreement with Krause Advertising to provide marketing consultation, creative ad production services, administrative and account oversight for the Town's 2007-2008 marketing and special events initiatives.

Councilmember Braun seconded. Motion carried.

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

Voting Nay: None

Absent: Meier

Item #R25 - Consideration and approval of an agreement with Rodney Hand & Associates Marketing Communications, LP to advertise in the November 2007, February 2008, May 2008 and August 2008 editions of the Addison/North Dallas Corridor Guide publication.

Councilmember Niemann made a motion to approve an agreement with Rodney Hand & Associates Marketing Communications, LP to advertise in the November 2007, February 2008, May 2008 and August 2008 editions of the Addison/North Dallas Corridor Guide publication, subject to City Attorney's approval.

Councilmember Braun seconded. Motion carried.

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

Voting Nay: None

Absent: Meier

Item #R26 - Consideration and approval of a resolution amending the Town of Addison's Purchasing Manual.

Councilmember Niemann made a motion to approve Resolution No. R07-028, amending the Town of Addison's Purchasing Manual.

Councilmember Braun seconded. Motion carried.

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

Voting Nay: None

Absent: Meier

Item #R27 - **PUBLIC HEARING** – Consideration and approval of an ordinance amending the Town's Code of Ordinances by amending Article II (Property Taxation) of

Chapter 74 (Taxation) thereof by adding a new section 74-33 providing for the taxation of certain tangible personal property, described as goods-in-transit, which would otherwise be exempt pursuant to Article 9, Section 1-n of the Texas Constitution and Section 11.253 of the Texas Tax Code, and providing that the taxation of such tangible personal property applies to and is effective for 2008 and all tax years thereafter.

Mayor Chow opened the meeting as a public hearing. There were no questions or comments. Mayor Chow closed the meeting as a public hearing.

Councilmember Kraft made a motion to approve Ordinance No. 007-042, amending the Town's Code of Ordinances by amending Article II (Property Taxation) of Chapter 74 (Taxation) thereof by adding a new section 74-33 providing for the taxation of certain tangible personal property, described as goods-in-transit, which would otherwise be exempt pursuant to Article 9, Section 1-n of the Texas Constitution and Section 11.253 of the Texas Tax Code, and providing that the taxation of such tangible personal property applies to and is effective for 2008 and all tax years thereafter.

Councilmember Niemann seconded. Motion carried.

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

Voting Nay: None

Absent: Meier

Item #R28 - Discussion of the taxing of leased vehicles used for personal purposes

At 10:19 p.m., Mayor Chow announced that Council would convene into Executive Session to discuss the following Item:

Item #ES1- Closed (executive) session of the City Council, pursuant to Section 551.071 of the Texas Government Code, to conduct a private consultation with its attorney(s) to see the advice of its attorney(s) about contemplated litigation, and/or on a matter or matters in which the duty of the attorney(s) to the Town Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code, regarding and relating to the Addison Airport Bulk Fuel Storage Facility.

The Council came out of Executive Session at 10:54 p.m.

Item #R29 - Consideration of approval of any action regarding the Addison Airport Bulk Fuel Storage Facility.

There was no action taken on this Item.

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

---

Mayor

Attest:

---

City Secretary

**ITEM #R3**

There are no Attachments for this Item.

**Council Agenda Item:     #R4**

**SUMMARY:**

This item is for presentation and discussion of recycling opportunities, and to consider authorizing the City Manager to apply for a recycling grant from the North Central Texas Council of Governments.

**FINANCIAL IMPACT:**

None.

**BACKGROUND:**

As part of the Citizen Action Committee process, the subject of multi-family was raised. Staff was asked to research opportunities concerning multi-family recycling, summarize what other cities that have successful programs are doing and create a preliminary plan of action.

Staff has summarized a study of 40 cities throughout the United States completed by the Environmental Protection Agency. The study provides a window into anticipated costs associated with a multi-family recycling program and provides a list of primary elements of programs with diversion rates over 20%. Staff also spoke with several cities in the Dallas Fort Worth Metroplex about their multi-family recycling programs and researched grant opportunities. All will be presented to Council as part of a Power Point presentation.

**MERITORIOUS EXCEPTION TO THE ADDISON SIGN ORDINANCE  
STAFF REPORT  
ME 2007-9**

Date: November 6, 2007

Business: Crowne Plaza

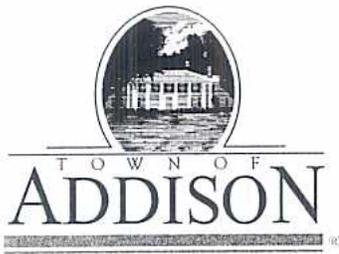
Location of Request: 14315 Midway Rd

**#R5**

<u>Ordinance Requirement</u>	<u>Request</u>	<u>Variance</u>
<p>Sec. 62-162 ( C) There shall only be one sign for each façade for each tenant.</p>	<p>The applicant is requesting three signs to be located on the east façade. The east façade is 410 foot in length, 43 foot in height and has an area of approximately 17,630 square foot.</p> <p>One is an existing sign approximately 50 square foot in area located on the porte cochere which in approximately 75 foot from Midway Road. The other two are additional signs approximately 35 square foot in area each to be located on the towers which are approximately 125 foot from Midway Road.</p>	<p>The ordinance only allows one sign per tenant per façade.</p>

**STAFF RECOMMENDATION:** Staff recommends approval due to the set backs from Midway Rd, the landscaping installed, and the area of the east facade.

**STAFF:** \_\_\_\_\_  
Lynn Chandler, Building Official



**BUILDING INSPECTION DEPARTMENT**

(972) 450-2880 Fax: (972) 450-2837

16801 Westgrove

Post Office Box 9010 Addison, Texas 75001-9010

To: Carmen Moran, Director Development Services

From:  Lynn Chandler, Building Official

Date: November 6, 2007

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 to 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 setback 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 setback 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. January 2006.
32. Capitol One located at 14651 Dallas Pkwy was granted an exception for additional sign on the east façade of the building. February 2006.
33. AMF Fun Fest Lanes located at 3805 Belt Line Rd was granted an exception for signs with logo heights of 5'3" and numerals with heights of 3'9" and 2'9" due to the size of the façade and setbacks of 250' from Commercial Dr. and Business Ave. April 2006
34. Majestic Fine Wines & Spirits located at 14733 Inwood Rd was granted an exception for a 102.5 square foot sign with letters 28" in height and LED lighting to accent building elements. The LED lighting was approved exposed on the arched portion of the façade and installed in a cove on the horizontal portions of the façade. July 2006

35. Inwood Quorum Village located at 4800 Belt line Rd was granted an exception for signs with logos and letters with heights of 24" and 30" due to setbacks of 100' or more from Belt Line Rd., Inwood Rd. and Landmark Blvd. August 2006
36. Sprint located at 3719 Belt Line Rd was granted an exception for a sign with letter heights of 24" and a logo height of 30" due to a setback of 112' from belt Line Rd. Jan 2007
37. Staples located at 4400 Belt Line Rd was granted an exception for a sign with letter heights of 30" due to a setback of 120' from Belt Line Rd. May 2007.
38. Los Lupes Mexican Restaurant located at 3855 Belt line Rd was granted an exception for signs with a logo height of 30" and neon skeleton type lighting recessed in a cove. Nov 2007.

Addison!

BUILDING INSPECTION DEPARTMENT 16801 Westgrove Dr Addison Texas 75001 972/450-2881 fax: 972/450-2837

Application for Meritorious Exception to the Town of Addison Sign Ordinance

Application Date: 11/02/07 Filing Fee: \$200.00

Applicant: The ALPHA sign centre

Address: 8908 Sovereign Row Suite#:

Dallas TX 75247 Phone#: 972-438-7497 City State Zip

Fax#: 972-259-2135

Status of Applicant: Owner Tenant Agent [checked]

Location where exception is requested:

14315 MIDWAY ROAD

Reasons for Meritorious Exception:

for better visibility due to all the trees around this location, the signs need to be mounted up high on both towers so they can be seen from midway. towers are approx 150' apart.

YOU MUST SUBMIT THE FOLLOWING:

12 COPIES OF THE PROPOSED SIGN SHOWING:

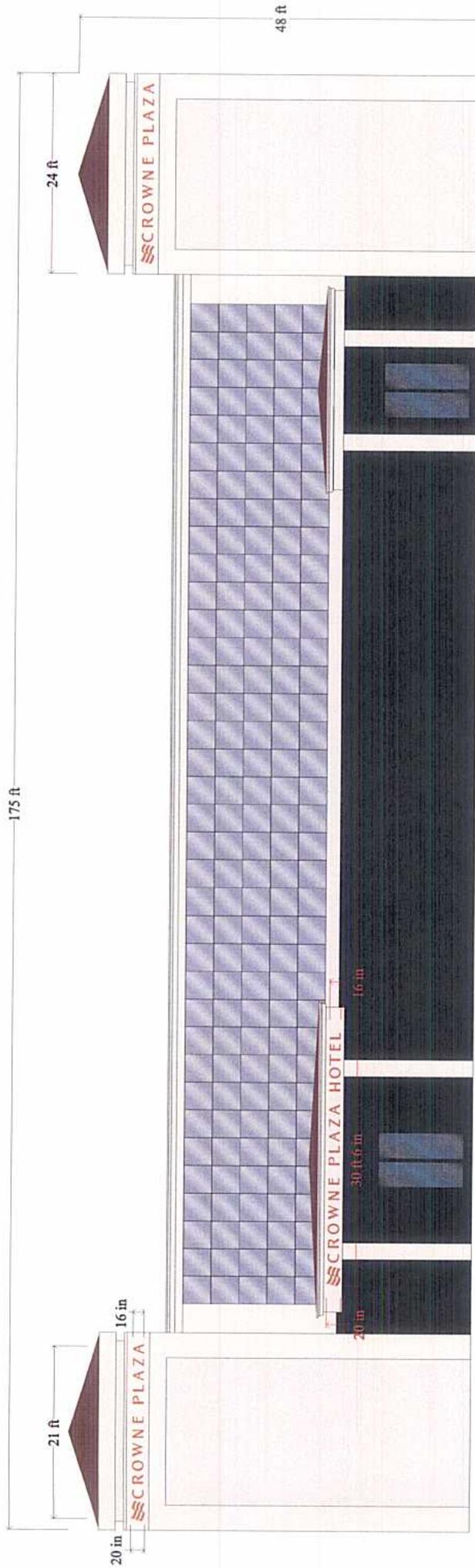
- 1. Lot Lines 2. Names of Adjacent Streets 3. Location of Existing Buildings 4. Existing Signs 5. Proposed Signs 6. Sketch of Sign with Scale and Dimensions Indicated (8.5 x 11 PLEASE)

Date Fees Paid 11-9-07 Check # 7364 Receipt # 3497



# East Elevation

A. REQUEST



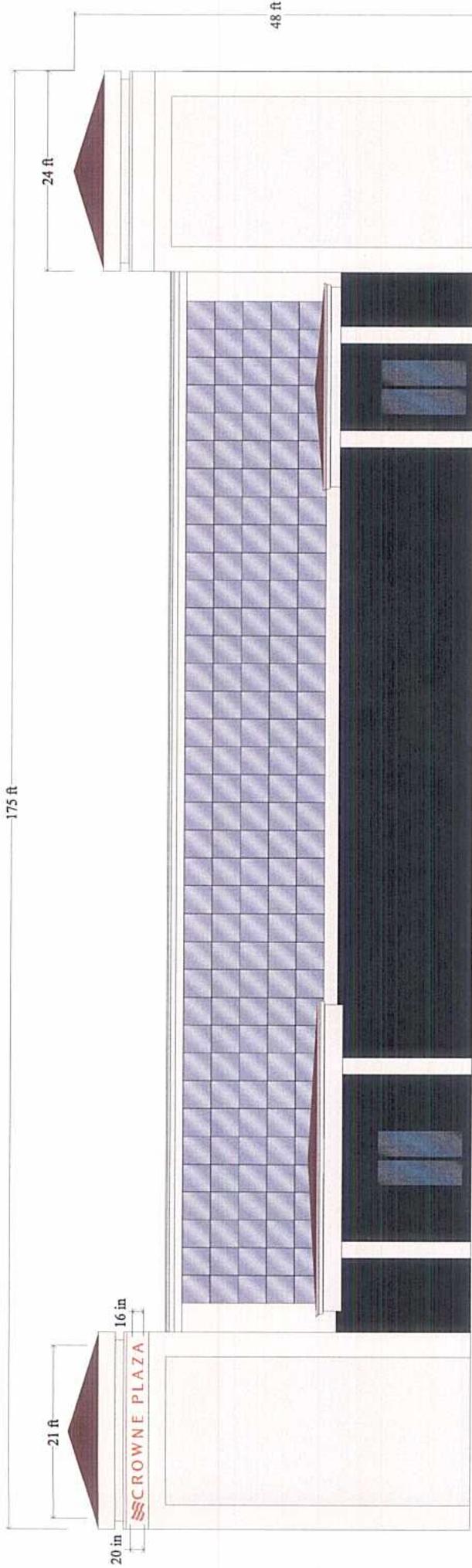
**Note: ALL ELECTRICAL SIGNAGE TO HAVE A DEDICATED PRIMARY CIRCUIT PER SPECIFICATIONS OF SIGN VENDOR. ALL PRIMARY CIRCUIT TO BE PROVIDED BY OTHERS. Construct & Install Using Only U.L. Listed Components & In Accordance w/ National Electrical Sign Code. Ⓢ**

Customer		Description		Salesman/ Gene		Customer	
Crown Plaza		Channel Letters		Drawn By/ Jason		Landlord	
Location		Scale n/a		Date 11/15/07		Production	
City, State Addison, TX		Date 11/15/07		Date 11/15/07		Date:	
8908 Sovereign Row Dallas, TX 75247		Office 972.438.7497 FAX 972.259.2135		AlphaNEON Specialty Neon		AlphaSIGN CENTRE	

*This drawing is property of AlphaSIGN CENTRE and all rights to its reproduction and display are reserved by AlphaSIGN CENTRE.*

# East Elevation

B. COMPLIANT



<p><b>The AlphaSIGN CENTRE</b>  <small>Custom Signage</small> <b>AlphaNEON</b> <small>Specialty Neon</small></p>		<p><b>Customer</b> Crown Plaza</p>		<p><b>Description</b></p>		<p><b>Salesman/ Gene</b></p>		<p><b>Customer</b></p>	
<p>8508 Sovereign Row          Dallas, TX 75247</p>		<p><b>Location</b></p>		<p><b>Scale</b> n/a</p>		<p><b>Channel Letters</b></p>		<p><b>Landlord</b></p>	
<p>OFFICE 972.438.7497          FAX 972.259.2135</p>		<p><b>City, State</b> Addison, TX</p>		<p><b>Date</b> 11/15/07</p>		<p><b>Drawn By/ Jason</b></p>		<p><b>Production</b></p>	
<p><b>Note:</b> ALL ELECTRICAL SIGNAGE TO HAVE A DEDICATED PRIMARY CIRCUIT PER SPECIFICATIONS OF SIGN VENDOR. ALL PRIMARY CIRCUIT TO BE PROVIDED BY OTHERS. Construct &amp; Install Using Only U.L. Listed Components &amp; In Accordance w/ National Electrical Sign Code. (UL)</p>									
<p><i>This drawing is property of AlphaSIGN CENTRE and all rights to its reproduction and display are reserved by AlphaSIGN CENTRE.</i></p>									

**CHANNEL LETTERS ON TWO TOWERS**

20in 21ft 16in  
**CROWNNE PLAZA**



SOUTH TOWER EAST ELEVATION



NORTH TOWER EAST ELEVATION

North cross street - Beltway  
 South -cross street - Proton

**APPROVED BY**

**DATE**

**LOCATION**

CROWNNE PLAZA  
 14315 Midway Rd.  
 ADDISON, TX 75001

FILE NAME:

**DATE**

**DRAWN BY**  
 CW

**The AlphaSIGN CENTRE**

**AlphaNEON**

Custom Signage - Specialty Neon  
 3908 SOVEREIGN ROW 972-438-7497  
 Dallas, Texas, 75247 FAX 972-259-2135



EAST ELEVATION

SIGNS



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

### **SUMMARY:**

Consideration and approval of the City Managers recommended incentive compensation to Washington Staubach Addison Airport Venture for 2007 in the amount of \$65,000.

### **FINANCIAL IMPACT:**

Cost: \$65,000

Funds are available in the Airport Fund.

### **BACKGROUND:**

In accordance with the Third Amendment and Exhibit 3 of the Operating Agreement between the Town of Addison and Washington Staubach Addison Airport Venture, WSAAV has the ability to earn incentive compensation each year of the agreement for performance that exceeds the Town's expectations. There are two components of the incentive compensation; financial incentive and management incentive. The financial incentive portion includes certain financial performance based incentives, including an incentive based on the annual growth in Gross Revenue and an incentive based on revenue from through the fence operations.

The management incentive is based upon certain non-financial performance incentives, and may be awarded to the Operator based upon the Town's assessment of the Operator's performance and achievements during the applicable contract year. To aid the Town in its assessment of the Operator's performance and achievements, the Operator submitted to the Town an annual management report which is intended to be limited in scope but sufficient enough to summarize the Operator's accomplishments and performance over the applicable contract year.

### **RECOMMENDATION:**

Staff met on several occasions to consider our evaluation and is in concurrence with the following recommendation of \$65,000 management incentive. The Operator did not earn a financial incentive as there was no increase in gross revenue. Staff recommends a total of \$65,000 for WSAAV incentive compensation for 2007.

### **Attachments:**

- Mark Acevedo – Recommendation Memorandum
- 2007 Annual Report – Addison Airport
- Lisa Pyles – WSAAV Financial Incentive Memorandum
- Third Amendment to the Operating Agreement
- “Exhibit 3” from Operating Agreement

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**INTEROFFICE MEMO**

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**DATE:** 11/16/07  
**TO:** RON WHITEHEAD, CITY MANAGER  
**CC:** CHRIS TERRY, ASSISTANT CITY MANAGER  
RANDY MORAVEC, FINANCE DIRECTOR  
**FROM:** MARK ACEVEDO, DIRECTOR OF GENERAL SERVICES  
**RE:** WASHINGTON STAUBACH INCENTIVE COMPENSATION  
RECOMMENDATION

---

**BACKGROUND:**

In accordance with the Operating Agreement between the Town of Addison and Washington Staubach Addison Airport Venture, WSAAV has the ability to earn incentive compensation each year of the agreement for performance that exceeds the Town's expectations. The Operator will be rewarded with incentive compensation commensurate with financial performance of the Airport based on the annual increase in Airport Gross Revenue. Financial Performance is divided into two sub-categories: a) Gross Revenue Increase and b) Other Financial Incentives. As airport revenue increases, the percentage for incentive amounts increase as well. Likewise, any decrease in revenue will result in a lesser percentage for incentive. Per the Exhibit 3 of the Operating agreement, if gross revenue is 3.5% or greater than the previous year, the Operator will earn a financial incentive. Gross revenue was 0.00% greater in 2007 therefore; the Operator has not earned a financial incentive in either category a) Gross Revenue Increase, or in category b) Other Financial Incentives. For the management incentive, staff met on several occasions to consider our evaluation and is in concurrence with recommending **\$65,000** for the management portion of the incentive program for a total of **\$65,000**. In 2006 WSAAV did not earn a financial incentive in either category. They were awarded \$75,000 for the management incentive, for a total incentive compensation of \$75,000.

In making this recommendation, staff utilized the methodology as identified in "Exhibit 3" of the operating agreement. This methodology of incentive compensation as outlined in the Third Amendment to the Operating Agreement is comprised of two components; the finance incentive and the management incentive. The Finance Incentive portion includes certain financial performance based measures, including an incentive based on the annual growth in Gross Revenue and an incentive based on revenue from through the fence operations. The Management Incentive portion is based upon certain non-financial performance incentives, and may be awarded to the Operator based upon the Town's assessment of the Operator's performance and achievements during the applicable contract year. To aide the Town in its assessment of the Operator's performance and achievements, the Operator submitted to the Town an annual management report which is intended to be limited in scope but sufficient enough to summarize the Operator's accomplishments and performance over the applicable contract year. Staff also met with WSAAV to share our assessment of their performance and discuss operational activities for the operating team to focus their attention on in the coming year.

Staff's philosophical approach to this performance incentive process was two-fold. One, we attempted to recognize work or accomplishments that went beyond expectations. Merely performing at expected levels does not merit a bonus; rather, the accomplishment should exceed the normal expected performance both in task and in quality. In fact, "Exhibit 3" of the operating contract states:

*"While the City expects a high level of performance from the Operator, the provision of increasingly challenging levels of performance with commensurate financial rewards is intended to stimulate the Operator to higher levels of excellence for the Airport and the City."*

Second, this process should identify for the operating team those areas of concern that need additional attention in the coming year. Identifying areas for improvement is an important means to providing adequate feedback for future performance and rewarding exceptional future performance.

The recommended monetary amounts are identified with each category in this memorandum.

**RECOMMENDATIONS:**

**Financial Incentive**

**Earned Amount \$ -0-**

The amount for this category is commensurate with the financial performance of the Airport based on the annual increase in Airport Gross Revenue (Category A) and or Other Financial Incentives (Category B). During fiscal year 2007, expected increases in collected revenue were adversely impacted due to extraordinary circumstances as outlined in the attached memorandum from Lisa Pyles, Airport Director, dated October 31, 2007. Therefore, WSAAV did not earn a financial incentive bonus for 2007.

**Management Incentive**

**Recommended Amount \$65,000**

The recommended amount for this category relates to the Operators performance in the areas outlined below from the Annual Report and staff's own assessment. *These are areas which staff has determined to have been accomplished with a higher degree of quality and at a level that exceeds the routine daily expectations of managing an airport facility.*

- **Maintenance** – In addition to performing the standard taxiway improvements, the Operator has chosen to install and test a new innovative edge reflector technology on taxiway Sierra with solar-powered LEDs (light-emitting diodes). The solar-powered reflectors will be set along the edges of the taxiway. These new reflectors are equipped with solar cells and "ultra-capacitors" to store solar energy. These capacitors are capable of powering the four LEDs up to 14 hours on a single charge. The expected functional life of each reflector unit is 10 years. This may prove to be a very cost-effective and environmentally friendly alternative to conventional taxiway edge lighting systems and further places Addison Airport on the forefront of innovative technology.

- **Communications and Tenant Relations** – The Operator continues to be very successful in building strong tenant relationships. This has been accomplished through good communication and accessibility with the tenants. The Operator continues to successfully host tenant appreciation luncheons twice a year where the tenants have an opportunity to visit with other tenants and ask airport management questions about what is going on at the airport. Approximately 150 airport tenants and their guests attend each of the luncheons on a regular basis. This is an unusual practice at most general aviation airports, but has become a tradition at Addison Airport that has opened the lines of communication and trust between the tenants and the Operator. In the Fall of 2006 the Operator produced a “first-class” comprehensive Airport directory, inclusive of all airport businesses. The directory includes general contact information on all airport businesses, listed alphabetically and by the business service type. In addition, a full color fold out locator map identifies each building on the field and includes contact information for each business located there. This past year the Operator updated and made significant enhancements to the Airports’ website. The new website is designed to serve the tenants, itinerant customers, and the aviation community at large. The site promotes all of the services available to our customers while featuring the full-service support and world-class amenities available at Addison Airport. The website offers general airport information for the community at-large as well as more detailed and technical information for aviation users and pilots. In addition, the site provides airport users access to the most current airport information and it provides another marketing opportunity for the aviation businesses on the field. The website includes real time flight tracking, departures and arrivals scheduled into and out of Addison Airport, flight information into and out of other airports, as well as historical flight information. The flight tracking tool has been used extensively to help identify and contact flight departments associated with noise complaints and customs charges. The site receives over 5,000 hits per week. Lastly, the management staff is to be commended for their efforts in producing a spectacular 50<sup>th</sup> Anniversary Celebration for Addison Airport. 300 plus airport tenants, businesses, elected officials, and airport supporters attended a dinner that was held at the Cavanaugh Flight Museum to celebrate the progress of the last 50 years at Addison Airport. The celebration continued on July 3<sup>rd</sup> when Addison Airport hosted “Wings Over Addison,” prior to the Kaboom Town fireworks display.
- **Advertising** – This past year the Operator was honored to be a Service Industry Advertising Awards (SIAA) winner for 2007. Addison Airport received the bronze award in the Single Ad category. SIAA is the only advertising award to specifically recognize creativity and communication accomplishments in the service industry.
- **Community Service** – Locally, the management team is very active in community service and maintains memberships in local organizations such as the Addison Midday Rotary, the Metrocrest Chamber, the North Texas Commission, and the Addison Business Association. Additionally, the management team is very involved with state and national aviation affiliations. The management team not only belongs and attends their conferences, but hold leadership roles in those organizations and actively promote Addison Airport and the Town of Addison.

- **Property Management** – As with last years’ incentive compensation, staff continues to express a high satisfaction with the daily operations, and the level of customer service that is provided by the Operator with respect to property management. This excellent level of customer service continues to be the way the Operator performs property management today. The Operator is to be commended for their extensive hard work over the past year, in working with several developers and operators on new and exciting projects that we expect will serve as the stimuli for further redevelopment at Addison Airport. The MSF Properties project will bring 29 new executive hangars at the south end of the field and the ExHangar project will build four new jet hangars at the north end, both at a zero cost to the Town. The Encore FBO redevelopment is proposing to demolish all the existing facilities and construct over \$5 million in new terminal and jet hangar facilities. Each of these three projects has required a tremendous amount of time and effort, and a high level of commitment from all parties involved to better understand and articulate the underlying complexities unique to each project, yet bring forth a creative and exciting solution designed to further stimulate Addison Airport's growing success and meet its long-term strategic needs and opportunities. Lastly, in response to the Town’s (Audit) concerns to the timeliness of bank deposits, the Operator worked with Frost Bank to implement an onsite deposit management system called *Remote Capture*. This efficient technology enables staff to scan and deposit cash receipts (checks) remotely and transmit them via a secure Internet connection maintained by Frost Bank. As checks are scanned, the system prints an endorsement, a document reference number, and the processing date on the reverse side of each check image. Now, making daily bank deposits takes a matter of minutes, without even leaving the office.

Attachments: 2007 Annual Report – Addison Airport

Lisa Pyles – WSAAV Financial Incentive Compensation Memorandum

Third Amendment to the Operating Agreement

“Exhibit 3” from Operating Agreement



To: Mark Acevedo

From: Lisa A. Pyles, AAE

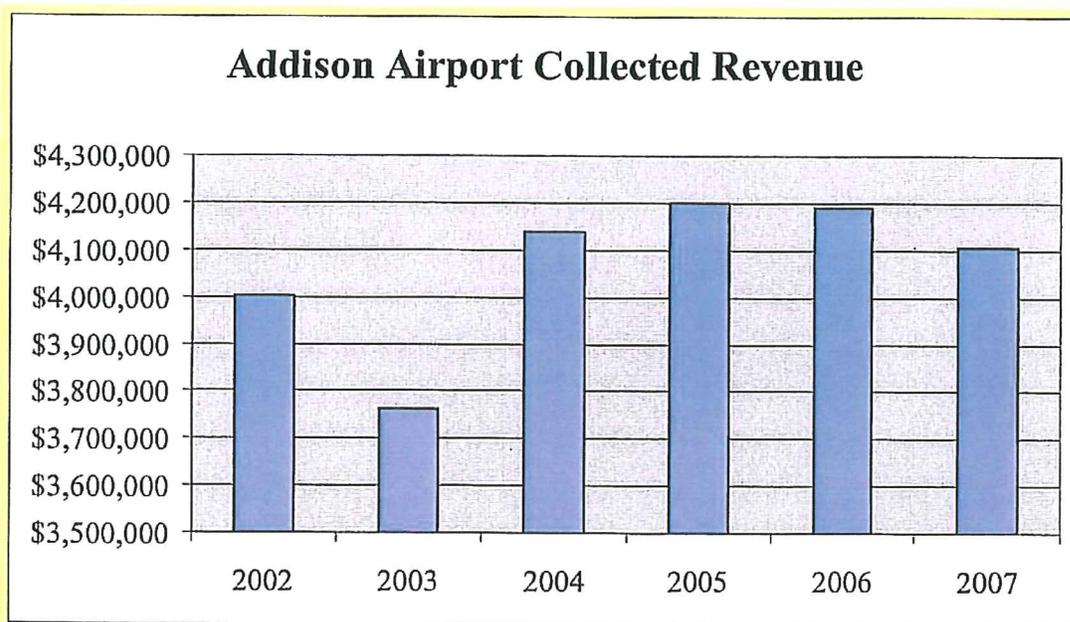
Date: October 31, 2007

CC: WSAAV Board of Directors

Re: WSAAV Financial Incentive Compensation Award - Fiscal Year 2007

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Please find attached Washington Staubach Addison Airport Venture's (WSAAV) calculation of its financial incentive award for Fiscal Year 2006-2007.



Under the Operating Agreement, WSAAV's financial incentives are to be based upon actual collections (as compared to revenue billed) for the reported period compared to the preceding year. For the third straight year in a row, collected revenue for the airport has declined. This reduction in revenue can largely be attributed to certain extraordinary events occurring outside WSAAV's control or as a consequence of strategic decisions exercised by the Town for the benefit of the airport.

Most notably:

- As a result of the compromise reached by the Town of Addison with airport access users, the Town agreed to charge off \$70,900 in account receivables carried over from prior years. Additionally, by implementing the new Airport Access Ordinance, access fees were reduced by \$56,000 for 2007 and each year hereafter.
- \$52,000 in rental revenue was lost for the year due to the continued delay in commissioning the new fuel farm.
- The early termination of the Piedmont Hawthorne ground lease resulted in the Town gaining direct control of a valuable asset, which is now available for redevelopment, but as a consequence there is loss of \$52,000 in ground rent for the year.
- For strategic purposes, the Town has required specific early termination provisions to be included in two large jet hangar leases (the Collins Hangars). As long as these provisions are required, the rental rates assessed is \$37,000 a year less than what would otherwise be the full market rate.
- The conversion of a city-owned jet hangar to a maintenance facility continues to adversely impact potential revenue by \$42,000 a year.
- Decommissioning of the Q1 and R2 T-hangars now in process (to make room for the proposed condominium executive hangar development) has attributed to the loss of \$7,000 in revenue during the Fiscal Year.
- Fuel flowage fees collected from the airport's fixed-based operators are at their lowest levels since 1999. For the second year in a row, fuel flowage fees fell 11% or \$115,000.

Had the above events not occurred over the past Fiscal Year, the airport would have realized an additional \$431,000 in revenue and WSAAV might have earned an additional \$43,000 in its Base Fee *plus* \$80,000 in Financial Incentives for the year. Nonetheless, based upon the attached calculation summary and supporting exhibits, and pursuant to the Operating Agreement, **WSAAV does not qualify for a financial incentive award for the Fiscal Year ending September 2007.**

However, there were many successes throughout the year and we continue to work hard at making Addison Airport one of the finest general aviation airports in the country. As always, we appreciate your continued support and direction in all our endeavors. We look forward to a more prosperous 2008 and further achievements. Should you have any questions or require additional information, please let me know.

**Calculation of WSAAV Fiscal Year 2007  
Financial Incentive Compensation**  
*(In accordance with the 3<sup>rd</sup> Amendment to the Operating Agreement)*

Section 6.C of the Agreement for the Operation and Management of Addison Airport, as amended, ("Operating Agreement") outlines the parameters of incentive compensation, as a supplement to the management fee, to be paid to the Airport Operator for achieving desired financial, operational and management objectives.

Exhibit 3 to the Operating Agreement (see 3<sup>rd</sup> Amendment) defines the purpose of the Financial Incentive is to encourage the creative and aggressive marketing and promotion of Addison Airport. The Operator will be rewarded with incentive compensation commensurate with its financial performance at the Airport based on the increase in Airport Gross Revenue. Financial performance is divided into two sub-categories: a) Gross Revenue Increase and b) Other Financial Incentives.

**A – Gross Revenue Increase**

When the annual Gross Revenue for the Contract Year exceeds the actual Prior Year Gross Revenue by 3.5% or more, Operator will be rewarded with an increasingly higher percentage of the revenue increase as given in Table 1 below.

**Table 1**  
**Finance Incentive Bonus – Gross Revenue Increase**

Growth Percentage from Prior Year	Finance Incentive Bonus %
< 0	0%
> 0% and <=3.5%	0%
3.5% and <=5.0%	20%
5.0% and <=6.5%	24%
6.5% and <=8.0%	28%
8.0% and above	32%

The Yearly Calculation of Fees for **Fiscal Year Ending 2007** (attached hereto as Exhibit "A") shows revenue collected for the period a total of **\$4,106,998**. The Yearly Calculation of Fees for **Fiscal Year Ending 2006** (attached hereto as Exhibit "B") shows revenue collected for the period a total of **\$4,189,015**.

The percentage of Gross Revenue Growth for Fiscal Year 2007 is 0.00%. Based upon the above table, WSAAV does not qualify for a financial incentive based upon Gross Revenue Increase under Section 6.C (as amended) of the Operating Agreement for Fiscal Year 2007.

**Table 2**  
**Calculation of Gross Revenue Increase Incentive**

	<b>FY 2006</b>	<b>FY 2007</b>
Adjusted Airport Revenues	4,189,015	4,106,998
% Increase Over Prior Year		0.00%
Change In Revenue From Prior Year		(82,017)
Eligible Bonus Percentage		0.0%
<b>Financial Growth Incentive Bonus</b>		<b>\$0</b>

**B – Other Financial Incentives**

**Through the Fence Operations** – The Operator shall receive a Finance Incentive for either the improvement in revenues associated with securing City-approved Through-the-Fence agreements with existing Through-the-Fence users or, securing new Through-the-Fence agreements with businesses wanting access to the Airport (“TTF Incentive”). The amount of the TTF Incentive is shall be equal to 25% of any portion that is in excess of the original fee, when a TTF agreement is renegotiated or modified (for the first Annual Permit Fee of the modified agreement only) and, 25% of the first year Annual Permit Fee for each new Addison Airport Access Permit Agreement (“Access Agreement”). This TTF Incentive award shall be deemed earned, due and payable in a lump sum to Operator immediately upon the City’s acceptance of the Annual Permit Fee related to the increase or new Access Agreement.

As a result of the Town implementing its amended Airport Access Ordinance for 2007, nineteen replacement permits were issued but, no new permits were granted by the Town during Fiscal Year 2007. Therefore, WSAAV’s Other Financial Incentives under this heading are calculated in the following table.

**Table 3:**  
**Through-the-Fence Incentive Award Calculation**

No. of New TTF Agreements	0
1 <sup>st</sup> Year Annual Fee Total	\$0.00
No. of Existing Agreements Improved	19
Annual Fee Improvement Value	<\$56,400>*
Total TTF Fee Enhancement Value	\$0.00
Percent multiplier	25%
<b>2007 TTF Incentive Award</b>	<b>\$0.00</b>

\* Nineteen replacement agreements were issued by the Town during Fiscal Year 2007 as a result of implementing the amended ordinance. Consequently, access fees for these existing agreements were reduced by \$56,400 in their aggregate.

Addison Airport  
YEARLY Calculation of Fees  
9/30/2007 YTD

**EXHIBIT "A"**

**Gross Billed Revenues:**

Ground Lease	1,694,744.68
T Hangar	634,389.58
Jet Hangar	444,438.75
Patio Hangar	109,336.91
Tie Down	53,077.40
Access Fees	16,828.70
Fuel Farm	97,929.60
Fuel Flowage Fees	910,185.84
Customs Fees	33,410.89
USDA Fees	4,663.26
Miscellaneous	18,758.94
Adjustment for Prior Years	

**Total Billed Revenues:** 4,017,764.55

Adjustment for Collected:

1300 SEPT 30 2006 Balance w/o mgd	200,139.39
1300 SEPT 30 2007 Balance w/o mgd	<u>161,787.07</u>
Net Change:	<u><u>38,352.32</u></u>

**Gross Billed Managed Hangar Revenues:** 202,465.91

Adjustment for Collected:

1300 SEPT 30 2006 Balance	(124.34)
1300 SEPT 30 2007 Balance	<u>(1,155.00)</u>
Net Change:	<u>1,030.66</u>
Subtotal:	<u>203,496.57</u>
30% Retainage:	<u><u>61,048.97</u></u>

**Less Bank Interest Earned** (10,167.64)

<b>Total Collected Revenues:</b>	<u><u>4,106,998.20</u></u>	760,402.20	3,346,596.00
		0.18	0.22 EFFECTIVE RATE
<b>Less W/S Management Fee</b>	856,872.45	136,872.40	720,000.05
<b>Less Operations &amp; Maintenance Expenses:</b>	1,585,502.23		

**Net Addison Airport Revenues:** 1,664,623.52

**Security Deposits to be Forwarded:**

Adjustment for Collected:

2020 Sept 30 2006 Balance	(183,309.87)
2020 Sept 30 2007 Balance	<u>(169,659.51)</u>
Net Change:	<u>(13,650.36)</u>

**Total Collected for Security Deposits:** (13,650.36)

**Add Back Interest Earned** 10,167.64

<b>Total YTD Due to Town of Addison:</b>	1,661,140.80
<b>Total Previously Paid to Town of Addison:</b>	(1,525,266.13)
<b>Prior Year Adjustment</b>	<u>(38,210.26)</u>
<b>Total Due to Town of Addison:</b>	<u><u>97,664.41</u></u>

# EXHIBIT "B"

## Addison Airport YEARLY Calculation of Fees 9/30/2006 YTD

<b>Gross Billed Revenues:</b>			
Ground Lease	1,648,780.76	1,648,780.76	0.00
T Hangar	602,829.99	602,829.99	0.00
Jet Hangar	445,857.47	445,857.47	0.00
Patio Hangar	105,301.91	105,301.91	0.00
Tie Down	60,414.73	60,414.73	0.00
Access Fees	114,754.99	114,754.99	0.00
Fuel Farm	97,929.60	97,929.60	0.00
Fuel Flowage Fees	1,025,291.04	1,025,291.04	0.00
Customs Fees	27,150.69	27,150.69	0.00
USDA Fees	3,265.00	3,265.00	0.00
Miscellaneous	14,682.70	14,682.70	0.00
<b>Total Billed Revenues:</b>	<b><u>4,146,258.88</u></b>	<b>4,146,258.88</b>	
<b>Adjustment for Collected:</b>			
1300 SEPT 30 2005 Balance w/o mgd	195,760.94	195,950.94	
1300 SEPT 30 2006 Balance w/o mgd	<u>200,139.39</u>		
Net Change:	<b><u>(4,378.45)</u></b>		
<b>Gross Billed Managed Hangar Revenues:</b>			
	196,020.06		
<b>Adjustment for Collected:</b>			
1300 SEPT 30 2005 Balance	(2,905.00)	(3,095.00)	
1300 SEPT 30 2006 Balance	<u>(124.34)</u>		
Net Change:	<b><u>(2,780.66)</u></b>		
Subtotal:	<u>193,239.40</u>		
30% Retainage:	<b><u>57,971.82</u></b>		
<b>Less Bank Interest Earned</b>	<b>(10,836.76)</b>		
<b>Total Collected Revenues:</b>	<b><u>4,189,015.49</u></b>	842,419.49	3,346,596.00
<b>Less W/S Management Fee</b>	871,635.56	0.18	0.22 EFFECTIVE RATE
<b>Less Operations &amp; Maintenance Expenses:</b>	<u>1,685,593.49</u>	<u>151,635.51</u>	<u>720,000.05</u>
<b>Net Addison Airport Revenues:</b>		<b><u>1,631,786.44</u></b>	
<b>Security Deposits to be Forwarded:</b>			
<b>Adjustment for Collected:</b>			
2020 Sept 30 2005 Balance	(176,266.66)		
2020 Sept 30 2006 Balance	<u>(183,309.87)</u>		
Net Change:	<u>7,043.21</u>		
<b>Total Collected for Security Deposits:</b>		<b><u>7,043.21</u></b>	
<b>Add Back Interest Earned</b>		<b>10,836.76</b>	
<b>Total YTD Due to Town of Addison:</b>		<b>1,649,666.41</b>	
<b>Total Previously Paid to Town of Addison:</b>		<b>(1,686,317.23)</b>	
<b>Total Due to Town of Addison:</b>		<b><u>(36,650.82)</u></b>	

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

**THIRD AMENDMENT TO AGREEMENT  
FOR THE OPERATION AND MANAGEMENT OF ADDISON AIRPORT**

THIS THIRD AMENDMENT to Agreement for the Operation and Management of Addison Airport (“Third Amendment”) between the Town of Addison, Texas (“City”) and Washington Staubach Addison Airport Venture (“Operator”) is made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2004.

Recitals:

1. The City is the owner of Addison Airport (the “Airport”). On or about August 8, 2000 the City and Operator, together with the entities which formed the Operator as a joint venture, Raytheon Infrastructure, Inc. (a wholly owned subsidiary of Washington Group International, Inc.) and Staubach Airport Management, Inc. (a subsidiary of The Staubach Company), entered into an agreement for the operation and management of the Airport entitled “Agreement for the Operation and Management of Addison Airport” which was amended by that (a) First Amendment to Agreement for the Operation and Management of Addison Airport made and entered into on September 27, 2000, and by that (b) Second Amendment to Agreement for the Operation and Management of Addison Airport (the “Second Amendment”) made and entered into on or about February 2002 (the said Agreement for the Operation and Management of Addison Airport, as amended, being referred to herein as the “Airport Management Agreement” or “Agreement”). The Airport Management Agreement has an effective or commencement date of January 1, 2001 (“Commencement Date”).

2. The Airport Management Agreement provides in Section 4.B.2(c) thereof that the Operator shall at all times provide security for the Airport in cooperation with the City’s Police and Fire Departments. The City acting through its Police and Fire Departments has provided public safety for the Airport at all times since the Commencement Date of the Agreement and acknowledges that City has not looked to the Operator to provide the same at the Airport since the Commencement Date.

3. The Airport Management Agreement provides in Section 6.C. and in Exhibit 3 thereof, as amended by the Second Amendment, that the Operator has the ability to earn incentive compensation as described therein.

4. The City and the Operator desire to amend the Airport Management Agreement to reflect accurately the operations of the City and Operator in regards to the above referenced items and to clarify and amend other provisions of the Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and obligations set forth herein, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas and Washington Staubach Addison Airport Venture do hereby agree as follows:

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

**Section 2. Amendments.** The Airport Management Agreement is amended as follows:

**A.** Section 4.B.2(b) is amended so that the last sentence of such Section shall hereafter read in its entirety as follows:

“Operator shall perform background checks or require background checks to be performed on personnel hired to the positions of the Airport Director and Assistant Airport Director, and the City shall have the right to review such background checks.”

**B.** Section 4.B.2(c) is amended so that it shall hereafter read in its entirety as follows:

“(c) Public Safety. The City shall provide Airport public safety at all times, and shall utilize the City’s Police Department and Fire Department in providing such public safety. The City’s public safety personnel shall patrol the Airport at times as determined by the City. Any unauthorized use of structures, equipment, or property, or unauthorized entry upon Airport premises, or unlawful activity at the Airport, shall be promptly reported by the Operator to the City police or such other authority designated in writing by the City. The City will notify the Operator of any specific public safety issues or concerns of which the City has actual knowledge which may be necessary for the performance of its duties as Operator. ”

**C.** Section 4.E.2. is amended so that it shall hereafter read in its entirety as follows:

“2. Capital Improvement Plan. In connection with the City budget process each year during the term of this Agreement, Operator shall submit in writing to the City proposed amendments to the 10-year Capital Improvement Plan, a component of the Airport Master Plan. The proposed amendments shall be consistent with the continuing development of the Airport in accordance with federal and state funding.”

**D.** Section 4.E.3. is amended so that it shall hereafter read in its entirety as follows:

“3. Operating Budget. In connection with the City budget process each year during the term of this Agreement, Operator shall submit in writing to the City, for the City’s review and consideration of approval, an Operating Budget (“Operating Budget”) for the Airport for the Fiscal Year following the date of the submission. The Operating Budget shall include, but not be limited to: (i) projected costs necessary for the upkeep of the Airport, to maintain safety standards and to keep the airport in compliance with applicable federal, state, and local laws and regulations for the Fiscal Year following submission; and (ii) a schedule of proposed fees.

Operator shall also provide to the City, upon request: (i) a schedule of all leases, concessions, contracts and agreements to be negotiated or renegotiated; (ii) recommendations, if any, for non-capital improvements of Airport facilities and acquisition of equipment; (iii) a three (3) year projection of anticipated revenues and expenses; and (iv) a schedule of proposed staffing levels of full, part-time, and seasonal employees. Appropriate modification of the Airport Operating Budget shall be made as required to conform to the Approved Operating Budget (as defined in Section 4.G.2.) as adopted or amended. Operator shall manage and operate the Airport in accordance with the Operating Budget approved by the City.

- E. Section 4.E.4. is amended so that it shall hereafter read in its entirety as follows:
- “4. Lease Plan. Operator shall, in connection with the City budget process each year during the term of this Agreement, provide to the City for its review and consideration of approval an Airport lease renewal and extension plan for the Fiscal Year following the date of the submission.”
- F. Section 4.E.5. is amended so that it shall hereafter read in its entirety as follows:
- “5. Marketing Plan. Operator shall, in connection with the City budget process each year during the term of this Agreement, provide to the City for its review and consideration of approval an Airport marketing plan (“Marketing Plan”) for the Fiscal Year following the date of the submission. Operator shall market and promote the Airport in accordance with the Marketing Plan approved by the City.”
- G. Section 4.E.6. is amended so that it shall hereafter read in its entirety as follows:
- “6. Airport Emergency Plan. Operator shall, in connection with the City budget process each year during the term of this Agreement, recommend to the City for its review and consideration of approval, amendments to the City’s Emergency Preparedness Plan, if any (the “City’s Emergency Preparedness Plan”). Additionally, Operator shall prepare and implement its own emergency plan for the Airport which shall be submitted to the City for its review and consideration at the time the Operating Budget is submitted each year (the ‘Operator’s Emergency Plan’).”
- H. Section 4.E.8. is amended so that it shall hereafter read in its entirety as follows:
- “8. Property Development and Management Plan. Operator shall, together with the City, coordinate the development and preparation (and updating, as may be deemed necessary by the City) of a comprehensive plan which addresses the future development and redevelopment of the Airport, taking proper consideration for the vicinity surrounding the Airport (including, without limitation, commercial development along Addison Road, City facilities and property adjacent to the Airport, the Addison Circle area, and the area adjacent to and west of the Airport), for a period of 10 years (the “Property Development and Management Plan”). The Property Development and Management Plan shall be consistent with the Airport Master Plan and FAA and TxDOT rules and regulations, and shall be submitted to the City in connection with its budget process each year during the term of this Agreement, for its review and consideration of approval.”
- I. The Agreement is hereby amended such that all references in the Agreement to the delivery of budgets and/or plans by the Operator in connection with the City budget process shall be deemed to be due following the written notification of the budget delivery deadline by the City each Contract Year.
- J. Section 4.G.1(b) is amended so that it shall hereafter read in its entirety as follows:
- “(b) Contract Years. In connection with the City budget process each year during the term of this Agreement, Operator shall submit to the City a proposed operating budget for the

operation, repair, maintenance, and development of the Airport for the Fiscal Year following the date of the submittal. The said budgets shall be submitted in conformance with the City Charter and any applicable rules, regulations, policies, or practices of the City. In the proposed operating budget, Operator shall show all Operating Costs (including, without limitation, all such costs which, in Operators' judgment, are (i) mandated as a result of safety considerations, and (2) are mandated by applicable federal certifications, standards and grant agreement requirements), and may, but shall not be required, to show Real Estate Costs, Marketing Costs, or General Administrative Costs."

K. Section 4.K.1.b. is amended so that it shall hereafter read in its entirety as follows:

"(b) Leasing Activity. A leasing activity report including the following:

- (i) Leasing activity (including new leases, lease renewals, lease extensions, new prospects, vacated tenants, and lease expirations);
- (ii) Tenant retention;
- (iii) Information regarding the use of the Airport by aviation trade groups; and
- (iv) Such other information as the City (by and through the City Manager) may reasonably request."

L. Section 4.K.1.c. is amended so that it shall hereafter read in its entirety as follows:

"(c) Rent Roll. A report showing with respect to each lease or through-the-fence agreement the name of each tenant or user, as the case may be, the space occupied, the rent (or other fee) payable, the date rent (or other fee) is paid through, the commencement date, the term, the termination date, the amount of security deposit held, and any other information reasonably requested by the City (including a statement identifying changes from previous rent roll if requested by the City and not appearing in the activity report). Commencing August, 2004, the rent roll report shall not be required to be submitted monthly by the Operator, but shall be delivered within ten (10) days following the City's request for same."

M. Section 4.P.3 is amended so that it shall hereafter read in its entirety as follows:

3. Emergency Preparedness. Operator shall have available personnel to respond to emergencies, such as fires, aircraft incidents, or disasters. Operator shall implement the Operator's Emergency Plan and the City's Emergency Preparedness Plan as may be prudent and necessary and respond to all emergencies at the Airport in a manner consistent with such Plans.

N. Section 5.C.4. is amended to add the following to the end of such section:

"Notwithstanding the foregoing, commencing August 1, 2004, the City shall have no obligation to purchase or replace computer equipment for use by the Operator."

O. Section 6.B.1 is amended so that it shall hereafter read in its entirety as follows:

"1. In addition to the payment for Operating Costs, Operator shall retain a management fee ("Management Fee") in an amount equal to 21.5144% of Gross Revenue equal to or less than \$3,346,596 each Contract Year plus 18% of all Gross Revenue in excess of

\$3,346,596 each Contract Year, which Fee is intended to compensate Operator for, among other things, Real Estate Costs, Marketing Costs, and General Administrative Costs incurred by Operator in the management, operation, and development of the Airport. In the event the City has not made sufficient funds available to allow Operator to retain the Management Fee, the City shall pay same to the Operator no later than the 15<sup>th</sup> day of the applicable month.

**Example:**

Fiscal Year	Gross Revenue	Management Fee
2002	\$4,002,268	$(3,346,596 \times .21544) + (655,672 \times .18) = 720,000.05 + 118,020.96 = 838,021.01$
2003	\$3,761,868	$(3,346,596 \times .21544) + (415,272 \times .18) = 720,000.05 + 74,748.96 = 794,749.01$

In addition, if a delay in performance is caused by reasons described in Section 15. Force Majeure, and such delay causes the anticipated Gross Revenues collected in the applicable fiscal year to be less than \$2,000,000.00, the Management Fee shall be suspended and deferred until such time that such anticipated Gross Revenues equal or exceed \$2,000,000.00.

- P. Section 6.C. is amended so that it shall hereafter read in its entirety as follows:
- “C. Incentive Compensation. It is contemplated by the City and Operator that the Operator will be awarded incentive compensation (“Incentive Compensation”) each year during the Term of this Agreement. The amount of potential Incentive Compensation that may be earned shall be established following the end of each Contract Year. Incentive Compensation provided for under this Amendment is the total monetary consideration paid by the City and awarded to Operator for achieving (a) certain financial accomplishments specifically set forth in Exhibit 3, attached hereto and fully incorporated herein, and (b) non-financial performance incentives. Non-financial performance incentives (the “Management Incentive”) is the monetary consideration which may be awarded to Operator, as a percentage of Gross Revenue, based upon the City’s assessment of the Operator’s overall performance and achievements during the applicable Contract Year. To aide the City in this evaluation, Operator shall submit to the City on or before October 31 of each year an annual report (the “Annual Management Report”), which is intended to be limited in scope but sufficient enough to summarize the Operator’s accomplishments and performance over the applicable Contract Year. The City shall timely evaluate the Annual Management Report and determine, based on its review of the Operator’s performance, the appropriate Management Incentive to be awarded to the Operator for such Contract Year. The amount of the Management Incentive determined by the City to be payable shall be paid to Operator within (10) days following such determination, but in no event later than December 15 following the applicable Contract Year.”

**Q.** Section 14 is amended to change the notice address previously reflected as Raytheon Infrastructure, Inc. as follows:

“Washington Group International, Inc.  
510 Carnegie Center  
Princeton, NJ 08540  
Attn: President  
Telecopy: 609-720-2050”

**R.** Exhibit 3 to the Agreement, as previously amended and modified, shall be amended to read in its entirety as attached hereto and Attachment 1 and Attachment 2 to the Second Amendment to the Agreement are hereby deleted.

**Section 3. No Other Amendment.** Except as set forth in Section 2 above, nothing in this Third Amendment is intended to nor shall be construed to modify, alter, or change the Airport Management Agreement, and all other terms, conditions and obligations of the Airport Management Agreement shall remain unchanged and in full force and effect.

**Section 4. No Benefit to Third Parties.** The provisions of this Third Amendment are solely for the benefit of the City and Operator and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

**Section 5. Authority to Execute; Effective Date; Counterparts.** The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Third Amendment 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. This Third Amendment shall be effective as of the date first set forth above. This Third Amendment may be executed concurrently in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile signature by a party hereto shall be treated as an original signature for purposes of this Third Amendment.

**IN WITNESS WHEREOF**, the undersigned parties have executed this Agreement as of the date first set forth above.

<b>TOWN OF ADDISON, TEXAS</b>	<b>WASHINGTON STAUBACH ADDISON AIRPORT VENTURE</b>
By: _____ Ron Whitehead, City Manager	By: <b>WASHINGTON GROUP INTERNATIONAL, INC.</b>
ATTEST:	By: _____ Kurt Goddard, Vice President
By: _____ Carmen Moran, City Secretary	By: <b>STAUBACH AIRPORT MANAGEMENT, INC.</b>
	By: _____ Larry B. Kimbler, President

## **EXHIBIT 3 - INCENTIVE COMPENSATION AGREEMENT FOR THE OPERATION AND MANAGEMENT OF ADDISON AIRPORT**

### **I. OVERVIEW:**

Section 6.C. of the Agreement for the Operation and Management of Addison Airport, as amended or modified (the "Airport Management Agreement" or "Agreement") provides that it is anticipated that the Operator will be awarded Incentive Compensation each year during the Term of this Agreement. Incentive Compensation is the total monetary consideration paid by the City and awarded to Operator at the end of each Contract Year for achieving (a) certain financial accomplishments specifically set forth below, and (b) non—financial performance incentives as described in Section 6.C. of the Agreement (as Section 6.C. is amended by the Third Amendment to Agreement for the Operation and Management of Addison Airport). This Exhibit 3 establishes guidelines for implementing and administering the financial performance incentives ("the Financial Incentive") portion of Incentive Compensation as provided for in Section 6.C. of the Airport Management Agreement.

While the City expects a high level of performance from the Operator, the provision of increasingly challenging levels of performance with commensurate financial rewards is intended to stimulate the Operator to higher levels of excellence for the Airport and the City.

### **II. DEFINITIONS (for Financial Performance Incentive Compensation Issues)**

Base Management Fee – The Base Management Fee is an amount equal to 10% of the actual Gross Revenue received in a contract year.

Gross Revenue – Gross Revenue is as defined in Section 2 of the Agreement.

Prior Year Gross Revenue – The Prior Year Gross Revenue shall mean the amount of Gross Revenue for the Fiscal Year immediately preceding the then applicable Contract Year under the Airport Management Agreement.

Illustration / Example Tables Used in Exhibit 3 – The illustrative tables used in this Exhibit are intended to serve as examples only. The initial and projected financial calculations are illustrative of the manner in which the Financial Incentive provision is to be applied, but are not intended to be indicative of the actual amount of Financial Incentive for any specific year. Amounts shown are hypothetical projections.

### **FINANCIAL INCENTIVE**

The purpose of the Financial Incentive is to encourage the creative and aggressive marketing and promotion of Addison Airport. The Operator will be rewarded with incentive compensation commensurate with financial performance of the Airport based on the annual increase in Gross Revenue. Financial Performance is divided into two sub-categories: a) Gross Revenue Increase, and b) Other Financial Incentives.

### A. Gross Revenue Increase

When the Gross Revenue for the then applicable Contract Year (the "Current Year Gross Revenue") exceeds the Prior Year Gross Revenue by 3.5% or more, Operator will be rewarded with a percentage of such excess in accordance with Table 1 below. Table 2 illustrates an example of the calculation of the Management Fee (as defined in Section 6.B.1. of the Airport Management Agreement) and the Gross Revenue Increase portion of the Finance Incentive over a five-year period. In actuality, the incentive may be lower or higher than illustrated in Table 2. Table 2 merely serves as an illustration of the calculation of the Gross Revenue Increase portion of the Finance Incentive and how it will be determined.

**Table 1**  
**Financial Incentive -**  
**Gross Revenue Increase**

<b>Growth Percentage between Current Year Gross Revenue and Prior Year Gross Revenue</b>	<b>Financial Incentive Bonus (%of the difference (excess) between Current Year Gross Revenue and Prior Year Gross Revenue)</b>
<0	0%
>0% and <=3.5%	0%
>3.5% and <= 5%	20%
>5% and <=6.5%	24%
>6.5% and <=8%	28%
> 8%	32%

**Table 2**  
**Management Fee & Financial Incentive Calculation**  
**Based On Change of Gross Revenue**

	<b>2002</b>	<b>2003</b>	<b>2004</b>	<b>2005</b>	<b>2006</b>
Adjusted Airport Revenues	4,002,268	3,761,868	4,007,000	4,159,266	4,379,707
% Increase Over Prior Year	NA	0.0%	6.52%	3.80%	5.03%
Change in Revenue From Prior Year	NA	-0-	245,132	152,266	220,441
Eligible Incentive % (from Table 1)	NA	0.0%	23.0%	20.0%	24.0%
<b>Gross Revenue Increase portion of Financial Incentive</b>	<b>-0-</b>	<b>-0-</b>	<b>68,637</b>	<b>30,543</b>	<b>52,906</b>
Mgmt. Fee (21.544% of Gross Revenue equal to or less than \$3,346,596)	720,000	720,000	720,000	720,000	720,000
Mgmt. Fee (18% of Gross Revenue in excess of \$3,346,596)	118,021	74,749	118,872	146,280	185,960
<b>Total Management Fee</b>	<b>838,021</b>	<b>794,749</b>	<b>838,872</b>	<b>866,280</b>	<b>905,960</b>
<b>Total – Gross Revenue Increase portion of Financial Incentive + Total Management Fee</b>	<b>838,021</b>	<b>794,749</b>	<b>907,509</b>	<b>896,733</b>	<b>958,866</b>

***B – Other Financial Incentives***

This category is reserved for other non-discretionary annual goals or objectives, which may arise as a result of new or revised City priorities and whereby the Operator shall be eligible for certain one-time incentives that benefit either the City or the Airport on a recurring basis. Each goal or objective is to be clearly stated and the means by which the non-discretionary financial incentive is to be determined. An example of the award calculation should be given where possible.

***Off-Airport Access Permit Agreements*** – The Operator shall receive an incentive for securing new off-Airport access agreements with businesses wanting access to the Airport. The incentive amount is equal to 25% of the first year annual permit fee set forth in each new agreement permitting off-Airport access to the Airport (“Access Agreement”). This non-discretionary incentive award shall be considered earned and payable to Operator immediately upon the City’s execution of a new Access Agreement and actual receipt and acceptance of the first year annual permit fee from the applicant. A new Access Agreement is defined herein to be any Access Agreement entered into, assigned, transferred or otherwise conveyed and consented to by the City. This incentive award does not apply or extend to subsequent annual permit fees earned by the City for any one Access Agreement, or to any adjustment made to the annual permit fee as provided for in the Access Agreement. Table 3 below provides an example of the calculation of the incentive amount for a new Access Agreement.

**Table 3**  
**Incentive Compensation**  
**Financial - Other Revenue**

	2002	2003	2004	2005	2006
Through the Fence					
# of New Access Agreement	2	1	1	0	3
1 <sup>st</sup> Yr. Annual Permit Fee Total	\$5,000	\$3,500	\$1,300	\$0	\$7,400
Incentive - 25%	\$1,250	\$875	\$325	\$0	\$1,850

**ITEM #R7**

Please see Agenda Part #2 for this Airport Item.

**Council Agenda Item: #R8**

**SUMMARY:**

Council approval is requested for the purchase of (3) 2008 Hybrid Electric SUV's, (4) 2008 CID Vehicles, (1) 2008 Ambulance, (2) 2008 1 Ton Trucks, (2) 2008 ¾ Ton Trucks, (1) ½ Ton Truck and (1) Backhoe Tractor under the Town's Inter-local Agreement with the Houston-Galveston Area Council (HGAC).

**FINANCIAL IMPACT:**

Capital Equipment Replacement Fund - Budgeted Amount: \$72,000.00  
Police (Four vehicles) Cost: \$72,171.00

Capital Equipment Replacement Fund - Budgeted Amount: \$147,000.00  
Parks (Three vehicles – One Equipment) Cost: \$144,337.76

Capital Equipment Replacement Fund - Budgeted Amount: \$115,000.00  
Fire (One vehicle) Cost: \$133,425.00

Capital Equipment Replacement Fund - Budgeted Amount: \$25,000.00  
Streets (One vehicle) Cost: \$20,834.00

Capital Equipment Replacement Fund - Budgeted Amount: \$56,000.00  
Bldg. Inspection (Two vehicles) Cost: \$50,898.00

Airport Fund - Budgeted Amount: \$53,000.00  
(Two vehicles) Cost: \$51,288.00

**BACKGROUND:**

HGAC issues request for bids for vehicles and equipment every year and receives extremely competitive prices because of the large volume of purchases the council generates. In the past, the prices received from HGAC have been 25% below the manufacturer's suggested prices. State statute exempts the Town from formal bid requirements when purchasing through the Inter-local Agreement with HGAC.

The three Hybrid Electric vehicles are for the Building Inspection Division and Airport Operations. They replace (2)1995 ½ ton pick up trucks and a (1) 2000 Ford Ranger. The (4) CID Police vehicles replace (4) 2001 vehicles. The 2008 Ambulance replaces the current 2001 Reserve Ambulance and a current 2003 Ambulance will become the Reserve. The 2008 Backhoe replaces the Parks Department's 1985 Backhoe. The (2) 2008 1 Ton Trucks replace a 2000 and 2001 trucks for the Streets and Parks Departments and the (2) ¾ Ton trucks replace two 2000 trucks for the Parks Department. The 2008 1/2 ton truck replaces a 2000 Ford Ranger for the Airport Operations.

The replaced vehicles will be auctioned at the next Town auction.

There are sufficient funds in the Capital Equipment Replacement Fund and Airport Fund to cover the total recommended expenditure of \$472,953.76.

**RECOMMENDATION:**

Staff recommends approval.

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

### **SUMMARY:**

Consideration and acceptance of a resolution adopting The Regional Transportation Council Clean Fleet Vehicle Policy.

### **BACKGROUND:**

The Regional Transportation Council (RTC), comprised primarily of local elected officials, is the regional transportation policy body associated with the North Central Texas Council of Governments, and has been and continues to be a forum for cooperative decisions on transportation issues for the region. The RTC is responsible for air quality conformity; and the Clean Air Act Amendments of 1990 which require that in air quality nonattainment areas, transportation plans and improvement programs conform to the applicable air quality implementation plan. As the Dallas-Fort Worth area is a federally designated nonattainment area for the pollutant ozone, the RTC encourages and supports the adoption and implementation of the Clean Fleet Vehicle Policy.

By adopting the Clean Fleet Vehicle Policy, the Town agrees to certain conditions with regard to vehicle acquisition, operations, maintenance and compliance verifications, all of which the Town is currently doing. The RTC reserves all future clean vehicle funding for government entities that adopt and comply with the Clean Fleet Vehicle Policy and may also assess compliance when considering other RTC funding actions.

### **RECOMMENDATION:**

Staff is currently complying with the conditions set forth in the Clean Fleet Vehicle Policy and as such recommend formal adoption to secure our position for any future funding opportunities.

Attachment: Town of Addison Clean Fleet Vehicle Policy

**RESOLUTION SUPPORTING THE REGIONAL TRANSPORTATION COUNCIL  
CLEAN FLEET VEHICLE POLICY**

**WHEREAS**, the Regional Transportation Council, comprised primarily of local elected officials, is the regional transportation policy body associated with the North Central Texas Council of Governments, and has been and continues to be a forum for cooperative decisions on transportation; and,

**WHEREAS**, the Regional Transportation Council supports the adoption and implementation of a Clean Fleet Vehicle Policy by the Town of Addison which was resolved on October 13, 2005; and,

**WHEREAS**, the Dallas-Fort Worth area is a federally designated nonattainment area for the pollutant ozone and air quality impacts the public health of the entire region; and,

**WHEREAS**, the Regional Transportation Council is responsible for air quality conformity; and the Clean Air Act Amendments of 1990 require that in air quality nonattainment areas transportation plans and improvement programs conform to the applicable air quality implementation plan; and,

**WHEREAS**, the Town of Addison wants to set achievable goals and provide workable, cost effective solutions to improve the Dallas-Fort Worth Metropolitan Area air, and implement those measures as soon as practicable to improve air quality; and,

**WHEREAS**, approximately fifty percent of the nitrogen oxide (NOx) emissions in the Dallas-Fort Worth nonattainment area come from on-road vehicles.

**NOW, THEREFORE, BE IT HEREBY RESOLVED:**

**Section 1.            *Acquisition***

- 1.1** Vehicle acquisitions for fleet expansion or replacement of model year 2004 or newer, shall be newest model year or engine standard only.
- 1.2** Vehicle acquisitions to replace model year 2003 or older vehicles must show at least a 25% reduction in Nitrogen Oxides (NOx) emissions rate compared to the vehicle being replaced. (Waivers are possible when new technologies or achievements of the required emission reduction are not possible.)
- 1.3** Aftermarket technologies and conversions are acceptable for fleet expansion and fleet replacements.
  - 1.3.1** Aftermarket technologies and conversions must be Environment Protection Agency (EPA) and/or CARB verified or certified or technology equivalent or better,

as determined by the North Central Texas Council of Governments (NCTCOG) staff.

- 1.3.2 Conversions must comply with the provisions of EPA Memorandum 1A and Addendum Revision (June 25, 1974 and June 1, 1998).

## **Section 2.**

### ***Operations***

- 2.1 Vehicle idling is allowed only for safety, emergency response, vehicle maintenance, equipment activity, warm-up/operations in cold temperature, and manufacturer recommended minimum idle/warm-up times.
- 2.2 Vehicles with the lowest NOx emissions that are capable of performing the required operational demands shall drive the most miles.
- 2.3 Fleet manager shall abide by latest refueling time/season guidance published by NCTCOG Air Quality Planning.
- 2.4 Non-emergency vehicles shall drive no more than the posted speed limit and avoid rapid acceleration.
- 2.5 All drivers shall be trained on air quality appropriate operational requirements.

## **Section 3.**

### ***Maintenance***

- 3.1 Perform annual emission and safety inspections for all vehicles, even for vehicles with no state mandated inspection requirement.
- 3.2 All vehicles with over 100,000 miles must have emission inspections every 25,000 miles thereafter.
- 3.3 Perform manufacturer's recommended maintenance.
- 3.4 Mandatory participation in any diesel or other Texas Commission on Environmental Quality or NCTCOG inspection/maintenance program, including applicable test or pilot programs.

## **Section 4.**

### ***Compliance Verification***

- 4.1 Public sector entity shall provide NCTCOG with an annual electronic update of fleet size and activity in a format established by NCTCOG.
- 4.2 Town of Addison acknowledges that entities not adopting and complying with the Clean Fleet Vehicle Policy and/or reporting requirements will not be eligible for future clean vehicle funding and RTC may assess Town of Addison compliance when considering other RTC funding actions.

**Section 5.**

This resolution shall be in effect immediately upon its adoption.

I hereby certify that this ordinance was adopted by the Town of Addison on November 27, 2007.

---

Name Joe Chow

Title Mayor

Entity Town of Addison

Council Agenda Item: **#R10**

**SUMMARY:**

This item is to request the Council's approval of a contract with AT&T for the purchase of new equipments, upgrading the existing MARRS-View, and installation of 9-1-1 system with 5 positions at the Town's 9-1-1 PSAP (*Public Safety Answering Point*) location... A copy of the contract, a list of equipments, and the SOW (*Statement of Work*) are attached. These equipments are necessary for the Public Safety purposes therefore; not subject to the competitive bidding process.

**FINANCIAL IMPACT:**

Budgeted Amount:	\$209,280
Cost:	\$152,256.34

This amount is budgeted in the Information Technology Department FY 07-08 Budget.

**BACKGROUND:**

Basic 9-1-1 service is an emergency telephone system which automatically connects *wireless and land* 9-1-1 calls to a designated 9-1-1 Communications Center know as PSAP. However, basic 9-1-1 may or may not provide the wireless phone's 10-digit call-back number and estimated location. The Town's 9-1-1 system is an aging system with basic 9-1-1 capabilities which isn't "*Wireless 9-1-1 Phase II*" enabled...

There are 3 phases that are referred to in implementing Wireless 9-1-1. The most basic of these, sometimes called Wireless *Phase 0*, simply means that when you dial 9-1-1 from your cell phone a call taker at a public safety answering point (PSAP) answers. The call taker may be at a state highway patrol PSAP, at a city or county PSAP up to hundreds of miles away, or at a local PSAP, depending on how the wireless 9-1-1 call is routed.

Wireless *Phase I* is the first step in providing better emergency response service to wireless 9-1-1 callers. When Phase I has been implemented, a wireless 9-1-1 call will come into the PSAP with the wireless phone call back number. This is important in the event the cell phone call is dropped, and may even allow PSAP employees to work with the wireless company to identify the wireless subscriber. However, Phase I still doesn't help call takers locate emergency victims or callers.

Wireless **Phase II** must have been implemented in the area to locate wireless 9-1-1 callers by the local 9-1-1 systems and wireless carriers. Phase II allows call takers to receive both the caller's wireless phone number and their location information.

This installation will bring the Town's 9-1-1 system to the supportable/maintainable level by AT&T and in compliance with all phases of Enhanced 9-1-1 services. This new system displays a map showing a 9-1-1 caller's location on a 9-1-1 call taker's equipment. Features include the display of an address or geographic-based coordinate locations (latitude and longitude; x/y) and the ability to zoom, pan, and show other related geographical information or features. Following are the major components of the system:

- Vesta Pallas - Main PBX phone system which allows integration with Orion Map Star
- Orion Map Star - Necessary for Enhanced 9-1-1 Phase II compliancy (displays the caller's location on the map)
- Magic - Reporting system for Enhanced 9-1-1

**RECOMMENDATION:**

Staff recommends that the Council authorize the City Manager to enter into a contract with AT&T for the purchase of new equipments, upgrading the existing MARRS-View, and installation of 9-1-1 system with 5 positions subject to the City Attorney's final approval.



**City of Addison, Texas  
E9-1-1 System Equipment Upgrade**

October 30, 2007

		<b>PALLAS SYSTEM</b>	
1	862309-00301	<b>BASE UNIT, LAN/LAN - Redundant</b>	
1	862309-00401	<b>EXPANSION SHELF - Redundant</b>	
2	862311-00101	CARD COMBO 4/16	
3	862304-01001	CARD, 8-PORT GATM	
5	872399-00101	LAN CTE, 1 SEAT	
5	862308-00801	T24-24 BUTTON KIM	
5	862306-00201	TELEPHONE 16-BUTTON	
5	809800-80400	PALLAS STAGING PER POS	
1	809800-80401	PALLAS CFG	
		<b>MTU</b>	
1	852204-00101	MTU BASE UNIT	
1	852204-00201	<b>REDUNDANT PACKAGE - MTU</b>	
3	852210-00401	ACTIVE CAMA MODULE	
		<b>MTU</b>	
1	872299-00101	MTU FIRMWARE	
1	809800-90305	SPT THRU YR 5 MTU FW	

<b>SYSTEM and SERVER LEVEL COMPONENTS and OPTIONS</b>			
1	62001-00010	SVR, MINI	
1	63001-172802	MNTR, 15IN FP BLK	
1	6400C-20012	HD BACKUP 73G 10K	
1	65000-00085	HD FRAME/CARRIER 80-PIN	
1	04000-00351	SVR WIN 2003+5 CAL	
1	870809-00201	V ALI INTFC MOD	
1	870809-00101	V CAD INTFC MOD	
1	809800-70001	SYS SVR CFG	
1	06500-55053	EQPMT RACK 19 INCH	
1	06500-55053-S	RACK, EQUIP SERVER 19 INCH	
1	64040-60012	PRINTER, HP COLOR	
1	65000-00065	CBL, PRINT PARALLEL 10 FT	
1	850830-01501	MODEM PACKAGE	
1	04000-002B2	KEYBOARD ARBITRATOR	
1	04000-00606	CBL,KEYBOARD ARBITRATOR	
2	04000-60610	CBL ARBTR MKM/CPU ADAPTR	
1	04000-RMM19	BRKT 19IN RACK MTG/ARBTR	
1	862314-00101	PALLAS PERIPHERAL EQUIP	
5	64007-50014	GENOVATION KEYPAD PS2/USB	

<b>POSITION and WORKSTATION LEVEL COMPONENTS and OPTIONS</b>			
5	61000-0001X	WKSTN INTGR XP, HP	
5	04000-0LX44	4-CHANNEL, PCI SOUND CARD	
1	870899-03002.5	VESTA-PALLAS 2.5 SW/DOC	
4	870899-03102.5	VESTA-PALLAS 2.5 LICENSE	
1	870890-07501	CPR/SYSPREP IMAGING	
5	809800-90205	SPT THRU YR 5 V/P	
5	870810-00602	VIRR PHN/RAD MOD	
5	809800-80002	SPT VIRR THRU YR5 PEI	
1	870810-01101	VCDR SVR MOD	
5	870810-01102	VCDR MNTR LIC	
1	04000-00420	CALL RECORD PRNTR, HI END	
1	04000-00419	PARALLEL PRNTR RIBBON	
1	65000-00065	CBL,PRINT PARALLEL 10 FT	
5	850808-00403VOX	HERBIE DUAL PHONE, VOX	
5	830801-02101	CBL,HERBIE AUDIO/DELTA 44	
5	830908-00201	RADIO INTERFACE SUBSET	
5	04000-01029	SWITCH KVM 4-PORT USB	
5	64007-50014	KEYPAD, 24 KEY PS2/USB	
5	809800-90001	V WKSTN CFG PEI	

<b>MAGIC</b>			
1	62001-00010	SVR, MINI	
1	64000-40063	512MB RAM ML310/2 SVR	
1	65000-00085	HD FRAME/CARRIER 80-PIN	
1	6400C-20012	HD BACKUP 73G 10K	
1	63002-152802	MNTR, 15 IN FP BLK	
1	871299-00104.0	MAGIC 4.0 DOC/MEDIA	
1	04000-00351	SVR WIN 2003+5 CAL	
1	04000-00266	SVR EMB SQL2000	
6	04000-00267	WRKSTN EMB SQL2000	
5	871299-01601	MAGIC 4.X DATA CLCTN LIC	
5	809800-00705	MG 4.X SPT THRU Y5 PEI	
1	809800-19004	MAGIC SVR CONFIG SERVICE	

<b>ORION Mapping</b>		
6	5041	ORMS 5.2 AGENT
1	871399-00205.2	ORMS 5.2 DOC/MED
4	871399-00205.2	ORMS 5.2 LIC ONLY
5	04000-00248	OR RUNTIME LIC. ESRI
5	04000-00348	OR ESRI NET ENG RUNTIME
1	809800-01314	ORION MAP VERIFY/VALID MED
5	809800-01301	OR MPSTR SPT THRU YR5
1	809800-00114	TRAVEL EXPENSE
3	809800-00115	DAILY TRAINER EXPENSE

<b>VESTA PALLAS TRAINING</b>		
2	6506	VESTA PALLAS END USER
1	6501	VESTA PALLAS AGENT
<b>SUBTOTAL</b>		

<b>MISSION CONTROL PALLAS SYSTEM MONITORING</b>		
1	871499-00401	MISSN CONT ACTVTN FEE OR
1	809800-00315	MC SPT 5 YR MTU/IPDEV SPT
1	809800-00330	MC SPT THRU YR5 PLSPBX
2	809800-01405	MC SPT THRU YR5 SVR
5	809800-01410	MC SPT THRU YR5 WRKSTN
2	871499-00801	MISSION CONT CPU/IP LIC
2	871499-00301	MISSION CONT SERV LIC
5	871499-00101	MISSION CONT WRKSTN LIC



City of Addison, Texas  
E9-1-1 System Equipment Upgrade

ICB Full Maintenance Lease Rates  
for 60 months, Options I and II

October 30, 2007

OPTION I	MONTHLY RATE	NRC
VESTA PALLAS SYSTEM	\$1,542.75	\$92,564.93
MAGIC 4.0	\$141.06	\$8,463.78
ORION MAP STAR 5.2	\$289.93	\$17,395.65
MISSION CONTROL	\$438.87	\$26,331.98
INSTALLATION	N/A	\$12,500.00
<b>TOTAL</b>	<b>\$2,412.61</b>	<b>\$157,256.34</b>
<b>PLANT CML Discount</b>	<b>N/A</b>	<b>-\$5,000.00</b>
<b>TOTAL</b>	<b>\$2,412.61</b>	<b>\$152,256.34</b>

**Current rate: \$2,565.65 per month for your equipment**

**Notes:**

This is ICB/SSAR Lease Pricing like you currently have on your 9-1-1 equipment.  
 Lease is 60 Months and covers Repair 24x7, including parts and maintenance. At the end of 60 months a new contract must be negotiated.  
 This Quote includes PEI Training.  
 Mission Control requires two (2) single lines to establish Remote Access. or you may utilize a single DSL line.

# 9-1-1 TOWN OF ADDISON 5 - POSITION UPGRADE



## *Public Safety Solutions*

Prepared by:  
R. Brian Hawthorne  
Data Network Specialist 9-1-1

October 29, 2007

## Statement of Work

### Executive Summary

The purpose of this document is to define the responsibilities of Southwestern Bell Telephone, L.P. d/b/a AT&T Texas ("AT&T") regarding the Scope of Work, Deliverables, Terms and Conditions of 9-1-1 TOWN OF ADDISON E9-1-1 installation. This document and any revisions shall hereafter be recognized as an addendum to the Master Agreement by and between 9-1-1 TOWN OF ADDISON and AT&T.

### Contact Information

Customer Information			
Customer Name	9-1-1 TOWN OF ADDISON		
Customer Address	4799 Airport Pkwy. Addison, Texas 75001		
Contact Position	Contact Name	Contact Number	
Manager Public Safety Communications PD	Joni J. Ramsey	972-450-7122	Office
Communications Supervisor Support Services Division PD	Janet Cowart	972-450-7159	Office

AT&T Information			
Position	Contact Name	Contact Number	
Area Manager	Doug Forsythe	817-884-9473	
Data Network Specialist	R. Brian Hawthorne	817 884-9418	
Project Manager	Deb Gee	817-884-9468	

## Scope of Work

### Overview

AT&T will install new PlantCML Equipment (Vesta Pallas 2.6) with 5 positions at the 9-1-1 TOWN OF ADDISON PD PSAP , upgrading there existing MAARS-VIEW system . AT&T will be installing the following applications to the Vesta Pallas at each location - Full Blown MAGIC 4.0 with 1 – 15” monitor with 1 – B/W serial Printer for reporting, Orion MapStar 5.2 for mapping, MISSION CONTROL for remote monitoring which requires 2 POTS lines or a DSL for access. Each of the 5 positions will have a VESTA telephone interface, 2 – 19’ Flat Panel Monitors for telephony and mapping, a Genovation Keypad, a Herbie Dual Phone VOX and RIS box. AT&T will install new data circuits, 9-1-1 circuits, and make-busy circuits.

### Project Details

#### Equipment Installation

AT&T technician(s) will install workstations and back room 9-1-1 equipment with the latest technology and operating systems. The system will include the parts and software listed in **Exhibit A**.

AT&T will provide Installation of the PLANTCML Vesta Pallas 9-1-1 equipment at the addresses listed below.

#### Locations included in this Amendment:

- **9-1-1 Town of Addison PD**  
**4799 Airport Pkwy.**  
**Addison, Texas 75001**

## Equipment Strategy

All installation work will be done during normal business hours (8AM-5PM) with no weekend or holiday work. Any work requested by Customer to be performed outside of these hours will be performed as resources are available and at additional cost to Customer, which will be quoted at the time the work is requested.

## PlantCML Vesta Pallas

The equipment is expected to arrive on-site at the first of February 2008. PlantCML will coordinate with the shipping company to be able to provide the exact date the equipment will arrive with at least 24 hours notice to AT&T.

## Acceptance Criteria

Installation shall be deemed complete when the System is in operating condition (Cut live). Minor System issues not materially affecting System functionality shall be noted and promptly remedied by AT&T but shall not delay acceptance.

The System will be deemed accepted and 9-1-1 TOWN OF ADDISON will sign an Acceptance Letter, when 9-1-1 TOWN OF ADDISON and AT&T agree that the following criteria have been met. Agreement shall not be withheld unreasonably.

-Or-

If the system remains in effect and processing 9-1-1 emergency calls for a time period of 30 days or more, it will be considered accepted with out a signed Acceptance letter.

A. RELIABILITY - The System has been cut over, and has been in constant use as the primary source of 9-1-1 call processing, for 72 consecutive hours without Malfunction. "Malfunction" shall be defined as occurrences during which any feature of the System fails to operate and such failure to operate causes one or more 9-1-1 calls to go unanswered or causes an unreasonable delay in answering one or more 9-1-1 calls. Whether an occurrence constitutes a Malfunction will be mutually agreed upon between 9-1-1 TOWN OF ADDISON and AT&T (agreement not to be withheld unreasonably); and.

B. FEATURES - The System provides all features and capabilities listed in this Scope of Work and in the Agreement. and

C. TRANSMISSION LEVELS - The quality and level of transmission meet published specifications of the System; and

D. TRUNK SIGNALING – AT&T tests and observation of the AT&T Central Office trunks at the PSAP demonstrate that:

1. The System seizes and releases trunks without hang-ups, lock-ups, or unintended disconnects; and
2. Proper signaling of tandem connections cause both called and calling party to disconnect; and
3. Calls can be transferred via the tandem to each agency on the transfer list.

E. CAD INTERFACE –The interface to the CAD system is transmitting ANI/ALI data accurately; and

F. EQUIPMENT INSTALLATION AND GROUNDING - All wiring, grounding, and interface equipment installation has been completed, and is in accordance with industry standards; and

G. SYSTEM ACCESS AND SECURITY LEVELS – Each station line has been demonstrated to provide the defined access and restrictions and, the call-handling application software and client server operating system restricts or allows access according to the agreed criteria; and

H. TRAINING – AT&T contracted trainers will provide training for PSAP call takers; and

I. DOCUMENTATION - System documentation (Mfg. And AT&T Binder) is complete and on file with 9-1-1 TOWN OF ADDISON; and

J. PUNCH LIST - All deficiencies noted by the vendor or 9-1-1 TOWN OF ADDISON have been corrected by the vendor, except for a punch list which 9-1-1 TOWN OF ADDISON agrees are only made up of “minor items” that should not impact acceptance (agreement not to be withheld unreasonably).

## Maintenance Information

**Scope of Work:** AT&T has agreed to install and maintain the Vesta Pallas systems using our AT&T Special Service Crew that currently maintains 9-1-1 TOWN OF ADDISON sites. AT&T will provide Installation and 7x24x365 maintenance of the PLANTCML 9-1-1 equipment systems located at the addresses listed in this Agreement for a period of five (5) years, beginning on the date installation is completed. The maintenance of the systems includes correcting problems with all PLANTCML applications and underlying operating system on the premise equipment. Excluded from the maintenance coverage is support for any third party software or integrated systems, not installed by AT&T technicians. If the PLANTCML application software or underlying operating system is adversely affected by third party software installed by 9-1-1 TOWN OF ADDISON or the PSAPS involved, or anybody else, it will be the sole responsibility of 9-1-1 TOWN OF ADDISON to correct these problems. If AT&T technicians are dispatched to correct problems found to be caused by third party software or other material not covered by this agreement, 9-1-1 TOWN OF ADDISON will be billed according to the following schedule:

- Monday-Friday 8:00AM-5:00PM - \$179.00/hr Time and Material.
- Monday-Friday 5:01PM-7:59AM and all day Saturday and Sunday- \$268.50/hr Time and Material.
- Holidays - \$358.00/hr Time and Material.

### Scope of Work Defined:

- **AT&T is responsible to maintain Parts and Labor, but not limited to, the following items:**
  1. Installation of all PlantCML equipment including but not limited to: Vesta Pallas, Mission Control, and MagIC.
  2. Maintenance of all Servers (includes all internal components and monitor)
  3. Maintenance of all Workstations (includes all internal components).
  4. Maintenance of all “backroom” equipment, which is described as being the Vesta Pallas rack and all contents, all modems used by the PLANTCML system, all cabling from the “backroom” equipment to the server and workstations.
  5. Maintenance of all software (Operating System/PLANTCML Applications) installed on Server and Workstation(s) which includes programs that are installed automatically with the Operating System.

This includes any third party software required to run PLANTCML Application software that may be needed.

6. All cabling attached to Workstations that interconnect with hardware necessary to operate the PLANTCML Application software.
  7. Handsets, including cables and “jack” plugs.
- **PSAP agents, employees and/or representatives shall contact the 9-1-1 TOWN OF ADDISON for repair or replacement of the following items not covered by this agreement.**
  - **AT&T will perform on a quarterly basis the following Preventative Maintenance:**
    1. Take Servers and Workstations off-line, one-at-a-time, remove covers and blow dust and debris from system.
    2. Run standard software/hardware diagnostic tools on Servers and Workstations.
    3. Sign log book placed at customer site indicating the date Preventative Maintenance was completed and by whom.
    4. Confirm media backup is functioning correctly.
  - **Response times for Maintenance-For the purpose of responding to trouble reports on the Network, hardware, ancillary equipment, and software these are the defined levels of response times:**
    - **Critical** - the PSAP site is unable to process E9-1-1 calls or any seven digit Emergency calls due to hardware or network problems, excluding any administrative lines. AT&T shall respond to a reported problem of this nature immediately. AT&T will dispatch a technician after the problem has been evaluated by the AT&T 9-1-1 Resolution Center (**866-722-3911**). Dispatch will be defined as “In or Out. “Dispatched In” refers to Central Offices and /or the AT&T 9-1-1 Resolution Center. “Dispatch Out” refers to an AT&T Network Services Technician. The AT&T 9-1-1 Resolution Center (**866-722-3911**) shall keep the 9-1-1 TOWN OF ADDISON and the Site Representative informed of the status and progress of repairs. All tickets will be closed to the 9-1-1 TOWN OF ADDISON or PSAP employee.
    - **Major** - the PSAP site has at least 20% of its functionality disrupted because of network or equipment problems. AT&T shall respond to a reported problem of this nature within twenty-four (24) hours of the reported loss of functionality. AT&T will dispatch a technician after the problem has been evaluated by the AT&T 9-1-1 Resolution Center (**866-722-3911**). Dispatch will be defined as “In or Out: “Dispatched

In” refers to Central Offices and /or the AT&T 9-1-1 Resolution Center. “Dispatch Out” refers to a AT&T Network Services Technician. The AT&T Resolution Center (**866-722-3911**) shall keep the 9-1-1 TOWN OF ADDISON and the Site Representative informed of the status and progress of repairs. All tickets will be closed to the 9-1-1 TOWN OF ADDISON or PSAP employee.

- **Minor** - any report of disruption of functionality or malfunction caused by network or hardware problems that is not covered in the levels above . AT&T shall respond to a reported problem of this nature within a maximum of three (3) calendar days. AT&T will dispatch a technician after the problem has been evaluated by the AT&T 9-1-1 Resolution Center (**866-722-3911**). Dispatch will be defined as “In or Out: “Dispatched In” refers to Central Offices and /or the AT&T 9-1-1 Resolution Center. “Dispatch Out” refers to a AT&T Network Services Technician. The AT&T 9-1-1 Resolution Center (**866-722-3911**) shall keep the 9-1-1 TOWN OF ADDISON and the Site Representative informed of the status and progress of repairs. All tickets will be closed to the 9-1-1 TOWN OF ADDISON PD or PSAP employee.
- **AT&T Repair/Escalation Procedures on Network, hardware, ancillary equipment, and software:**
  1. Initial reports of trouble should be made to the AT&T 9-1-1 Resolution Center (**866-722-3911**).
  2. Status or Escalation on a trouble ticket can be obtained anytime by calling the Resolution Center (**866-722-3911**).
  3. Should step 2 fail contact the local AT&T Marketing Team.
- **AT&T will install, upon notification, manufacturer provided software patches, Service Packs, and fixes under the scope of this Addendum.**
  1. AT&T will provide 9-1-1 TOWN OF ADDISON a schedule of installation.
  2. Identify (either AT&T or 9-1-1 TOWN OF ADDISON) the software update that is to be installed.
- **AT&T will install, or arrange to have installed, upon notification, manufacturer provided “point releases”.**
  1. AT&T will provide 9-1-1 TOWN OF ADDISON a schedule of installation.
  2. Identify (either AT&T or 9-1-1 TOWN OF ADDISON) the software update/upgrade that is to be installed.

- **For requests outside the scope of this Addendum, AT&T will bill according to the following schedule:**
  - Monday-Friday 8:00AM-5:00PM - \$179.00/hr Time and Material.
  - Monday-Friday 5:01PM-7:59AM and all day Saturday and Sunday- \$268.50/hr Time and Material.
  - Holidays - \$358.00/hr Time and Material.
- **Upon request the AT&T 9-1-1 Resolution Center will provide to 9-1-1 TOWN OF ADDISON electronic documentation of trouble tickets opened for 9-1-1 TOWN OF ADDISON PSAP.**
- **Contact with 9-1-1 TOWN OF ADDISON will be in the following order:**
  1. **Joni J. Ramsey – Manager Public Safety Communications PD  
Office: 972-450-7122**
  2. **Janet Cowart – Communications Supervisor Support Services Division PD  
Office: 972-450-7159**

**All Services and Materials will be provided in accordance with the Agreement which is incorporated herein.**

## LAN Policy

Customer warrants to AT&T and all 9-1-1 emergency service users that the 9-1-1 equipment and/or services being provided hereunder, or previously supplied by AT&T, is not connected and will not be connected to any Local Area Network ("LAN") or any other computer network outside of AT&T's control, including without limitation the national Crime Information Center network ("CIC") or similar network; provided, however, that Customer may connect said equipment and/or services to the CIC or similar network if and only if such connection is expressly approved in writing by AT&T, which approval shall be in AT&T's sole discretion. AT&T relies on this representation by Customer in agreeing to install and/or maintain said equipment and all services thereon.

AT&T maintains a strict policy ("PSAP Network Security Policy") that it will install 9-1-1 equipment only in a secure PSAP LAN, and only where such LANs are not connected to any other computer network outside of AT&T's control. AT&T will not install or terminate a PSAP LAN to a firewall. AT&T will identify the demarcation point for the PSAP LAN, beyond which Customer agrees that AT&T is not responsible. In the event Customer connects its PSAP LAN to any other computer network, contrary to AT&T's express PSAP Network Security Policy (which Customer acknowledges it has received and read), and the PSAP LAN is infected or damaged as a result of such actions, then all warranties, and maintenance and service provisions of this Agreement shall be null and void and AT&T disclaims any liability whatsoever relating to any PSAP LAN which Customer or its agents connect to any other computer network contrary to the PSAP Network Security Policy.

Under such circumstances, AT&T will provide repair services for the PSAP LAN at Customer's request, which will be billed on a time and material basis at AT&T's then-prevailing rates. Customer further agrees to indemnify and save AT&T harmless for any damages to or claims by any third party against AT&T which arise in whole or in part from Customer's connection of the 9-1-1 equipment and/or services being provided hereunder to any LAN or any other computer network outside of AT&T's control, including without limitation the national CIC.

## Responsibilities of the Parties

### AT&T Responsibilities

AT&T will provide a trained technician to install the network hardware at the customer location. Installation includes the following:

- Unpack and inventory all appropriate hardware and documentation.
- Mount hardware in appropriate rack or on appropriate surface.
- Install hardware module cards (modular chassis only).
- Connect hardware together (stackable units only).
- Connect hardware to network.
- Power on hardware.
- Configure necessary parameters for all protocols being used, as supplied by customer.
- Provide verbal overview to customer's designated systems administrator of basic network hardware unit setup.
- Ordering and storing any and all spare parts needed for repair.

### Customer Responsibilities

The customer will be responsible for providing all site preparation including:

- Any building alterations necessary to meet wiring and other site requirements.
- Environmental modifications as required for the hardware i.e.; ventilation, heating, and air conditioning.
- Installation of all site wiring (power and signal, path and lengths).
- Installation of necessary power distribution boxes, conduits, groundings, lightning protection, connectors, and associated hardware.
- Installation of power outlets located within five feet of the equipment to be installed.
- Maintaining a Clean and Dust-Free Equipment Room and PSAP.

## Change Management Procedures

### Overview

It may become necessary to amend this Statement of Work for reasons including, but not limited to, the following:

- Customer's changes to the Scope of Work and/or specifications for the Services
- Customer's changes to the Implementation Plan
- Non-availability of resources which are beyond either party's control
- Environmental or architectural impediments not previously identified

### Procedures

In the event either party desires to change this Statement of Work, the following procedures will apply:

1. The party requesting the change will deliver a Change Request document (Appendix D) to the other party. The Change Request will describe the nature of the change, the reason for the change, and the effect the change will have on the scope of work, which may include changes to the Deliverables, and the schedule.
2. A Change Request may be initiated by either party for any material changes to the SOW. The designated Program/Project Manager of the requesting party will review the proposed change with his/her counterpart. The parties will evaluate the Change Request and negotiate in good faith the changes to the Services and the additional charges, if any, required to implement the Change Request. If both parties agree to implement the Change Request, the appropriate authorized representatives of the parties will sign the Change Request, indicating the acceptance of the changes by the parties.
3. Upon execution of the Change Request, said Change Request will be incorporated into, and made a part of, this SOW.
4. Whenever there is a conflict between the terms and conditions set forth in a fully executed Change Request and those set forth in the original SOW, or previous fully executed Change Request, the terms and conditions of the most recent fully executed Change Request shall prevail.

**Financial Responsibility**

Total compensation due AT&T from 9-1-1 TOWN OF ADDISON is due and payable when acceptance Form is signed by the customer. Charges are itemized below:

**TOTAL SYSTEM COST**



City of Addison, Texas  
E9-1-1 System Equipment Upgrade

ICB Full Maintenance Lease Rates  
for 60 months

October 30<sup>th</sup>, 2007

ICB OPTION I	MONTHLY RATE	NRC
VESTA PALLAS SYSTEM	\$1,542.75	\$92,564.93
MAGIC 4.0	\$141.06	\$8,463.78
ORION MAP STAR 5.2	\$289.93	\$17,395.65
MISSION CONTROL	\$438.87	\$26,331.98
INSTALLATION	N/A	\$12,500.00
<b>TOTAL</b>	<b>\$2,412.61</b>	<b>\$157,256.34</b>
<b>PLANT CML Discount</b>	<b>N/A</b>	<b>-\$5,000.00</b>
<b>TOTAL</b>	<b>\$2,412.61</b>	<b>\$152,256.34</b>

**Current rate:** **\$2,565.65** **per month**  
**for your equipment**

**Notes:**

- This is ICB/SSAR Lease Pricing like you currently have on your 9-1-1 equipment.
- Lease is 60 Months and covers Repair 24x7, including parts and maintenance.
- At the end of 60 months a new contract must be negotiated.
- This Quote includes PEI Training.
- Mission Control requires two (2) single lines to establish Remote Access.
- or you may utilize a single DSL line.

## Customer Acknowledgment

The customer, by signing below, indicates that the Statement of Work has been read and the terms outlined within have been accepted. This Statement of Work is part of AT&T's Product and Services Agreement. The customer also is aware that any delays incurred because of any of the reasons listed in the Customer Responsibilities section is considered billable time. Any questions concerning AT&T's responsibilities and the work to be done should be directed to the AT&T representative.

**9-1-1 TOWN OF ADDISON**

**AT&T Texas**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name *(type/print)*

**Doug Forsythe**  
\_\_\_\_\_  
Name *(type/print)*

\_\_\_\_\_  
Title *(type/print)*

**Area Manager E9-1-1**  
\_\_\_\_\_  
Title *(type/print)*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ADDENDUM TO SERVICE APPLICATION  
FOR ENHANCED UNIVERSAL EMERGENCY  
NUMBER SERVICE (E911)

Southwestern Bell Telephone, L.P. d/b/a AT&T Texas (hereinafter "AT&T") and Town of Addison (collectively "Parties") hereby agree to amend the original Service Application for Universal Emergency Number Service (E911) between the Parties of August 22, 1986 ("Agreement") as follows:

AT&T agrees to provide and Town of Addison agrees to pay for the services contained in this Addendum and attached Exhibit A (hereinafter "Services" or "Addendum") at the prices set forth in each of those documents.

The collective terms herein shall be referred to as "Addendum".

Town of Addison agrees that AT&T shall begin the implementation of the services described in this Addendum on an agreed upon date, and complete the full implementation as soon thereafter as possible. Town of Addison agrees to undertake such actions as are required for AT&T to make such installations by the required date.

Town of Addison agrees to subscribe to the Services (and any mutually agreed upon upgrades) from AT&T at the specified locations and for no less than five years from the date the Services are installed and accepted at the site. Town of Addison understands and agrees that AT&T's prices in this Addendum are premised on Town of Addison's commitment to this Addendum and the prices would be higher if the entire commitment was not made or only a portion of the equipment, services and terms were ordered.

AT&T understands and acknowledges that Town of Addison's ability to pay for Service for the four years subsequent to the year of execution of this Addendum is dependent upon authorized funding and budgets approved annually by the Town Council. Town of Addison commits to submitting such funding proposals as may be necessary to carry out this commitment and to make best efforts to assure that the funding is appropriated.

Town of Addison shall have the option of extending the term of this Addendum after the initial sixty-month period for as long as AT&T can reasonably maintain the equipment. In the event the manufacturer of the equipment discontinues production of the equipment and/or software, AT&T shall give Town of Addison at least 12 months prior notice of the date AT&T maintenance services would no longer be available. If AT&T terminates this Addendum for reasons other than manufacturer discontinuance of equipment and/or software, AT&T must give Town of Addison 24 months advance notice before terminating its maintenance responsibility.

AT&T shall notify Town of Addison when installation of all materials and Services are completed at the site. Within ten (10) days after such notification, Town of Addison either will; (a) accept the services by signing an acceptance letter, or, (b) in the event Town of Addison deems Services are not acceptable, shall notify AT&T in writing, specifying in detail in what way the equipment and/or Services do not materially conform to this Addendum. AT&T will correct any non-conforming items, after which Town of Addison shall accept the Services.

AT&T shall bill the one-time charges on Exhibit A hereto for the site when AT&T completes the installation for that site.

Any damage or loss as a result of natural disaster or fire to the equipment covered by this Addendum shall be the financial responsibility of AT&T. However, it is Town of Addison's responsibility to ensure that the equipment room specifications and requirements are met to protect the equipment. AT&T shall be subrogated to any proceeds from hazard or casualty insurance or other financial protection of such equipment available to Town of Addison. Further, Town of Addison shall assign to AT&T any and all rights and causes of action, whether at law or in equity which Town of Addison may have in the event of such casualty. AT&T reserves the right to purchase third-party insurance for protection

against damage or loss to the said equipment. In the event that AT&T secures such protection, Town of Addison agrees that it will execute such documentation and obtain such governmental authorization necessary to affect such insurance on behalf of AT&T.

All terms of the original Service Application for Universal Emergency Number Service (E911) between the Parties of August 22nd, 1986 not inconsistent with this Addendum shall remain in full force and effect.

Tariffed services are provided per the terms of the applicable PUC and/or FCC rules, regulations and approved tariffs.

This Addendum and AT&T's performance and obligation hereunder shall be subject to all applicable laws, court orders, rules and regulations (collectively, "Laws"). In the event the provisions of or operations under this Addendum are found to be inconsistent with or contrary to any Laws, the latter shall be deemed to control and, if commercially practicable, the Addendum will be regarded as modified accordingly and will continue in effect as modified. If the modified Addendum is not commercially practicable (in the opinion of either party), then the parties will meet to discuss any necessary amendments or modifications. If the parties are unable to agree on necessary modifications, then the Addendum may be terminated immediately by either party. Town of Addison will pay AT&T for all service provided up to the date of termination. Any change to Service to be provided in performance of this Addendum will be effective only if mutually agreed to in writing by representatives of both parties.

AT&T will not be deemed to be in default under any term of this Addendum or any Order executed pursuant to this Addendum, and Town of Addison will not seek or be entitled to enforce any remedy for any claimed default, unless AT&T fails to cure or correct same within ten (10) days following receipt of written notice from Town of Addison.

This Addendum shall be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of this agreement shall be in Dallas County, Texas.

No course of dealing or failure of either party to enforce strictly any term, right or condition of this Addendum will be construed as a waiver of such term, right or condition.

These terms, including those contained in the Exhibit hereto, and the Addendum, constitute the entire agreement between AT&T and Town of Addison that may not be modified except by a written instrument signed by authorized representatives of both parties. The provisions of the Addendum supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter hereof. No rights arising hereunder will inure to the benefit of any third party other than a permitted assignee.

Neither party shall be liable to the other party for delays, failure in performance, loss or damage due to a cause beyond the parties reasonable control, such as fire; lightning, strike; embargo; explosion; power surge or failure; acts of god; war; labor disputes; civil disturbances; acts of civil or military authority; inability to secure materials, fuel, products or transportation facilities; acts or omissions of suppliers, or any other causes beyond its reasonable control. This clause shall not excuse the payment of money. AT&T will provide all maintenance for the system components. A major outage (50% of the 911 call process down) will normally be responded to within 2 hours. A minor outage (less than 50% if the 911 call process down) will be responded to within the next 8 business hours.

In witness whereof, the foregoing Addendum has been executed by authorized representatives of the parties hereto, in duplicate as of the dates set forth below.

Town of Addison

BY: \_\_\_\_\_

NAME:

TITLE:

DATE: \_\_\_\_\_

AT&T

BY: \_\_\_\_\_

NAME: Doug Forsythe

TITLE: Area Manager E9-1-1 Public  
Safety Solutions

DATE: \_\_\_\_\_

Council Agenda Item: **#R11**

**SUMMARY:**

This item is to request the Council's approval of an agreement with APS (Advanced Public Safety) for the purchase, and installation of a Digital Citation System including the needed software and hardware for the Police cruisers... A copy of the agreement and a list of equipments that are being purchased are attached. This system is an expansion to a previously purchased and operational system. No RFP (Request For Proposal) was released for this item.

**FINANCIAL IMPACT:**

Budgeted Amount:	<b>\$50,000</b>
Cost:	<b>\$49,999.09</b>

This amount is budgeted in the Court Technology fund.

**BACKGROUND:**

We began considering an Electronic Ticketing initiative in 2005, by evaluating solutions that operated on handheld/PDA devices - mainly because Motorcycle Enforcement Division was looking into increasing productivity, accuracy, efficiency, and safety... Consequently, we evaluated three (3) different products in the field for 3 months period and based on that process we decided to purchase APS handheld devices... However, since we have installed mobile computers in our patrol vehicles, deploying an electronic ticketing system on these computers is become a much cost-effective and easy-to-use solution.

With APS software installed onto the mobile computers, officers can use the keyboard to type data into requisite fields on the citation or scan it in from the driver's license, VIN (Vehicle Identification Number), barcode on insurance form, or vehicle registration of the violator. In addition, APS offers a unique and patented functionality that streamline the data entry process even further by enabling the officers to run background queries from national NCIC (National Crime Information Center), state, and local databases...

**RECOMMENDATION:**

Staff recommends that the Council authorize the City Manager to enter into an agreement with Advanced Public Safety for the purchase, and installation of a Digital Citation System for the Police cruisers subject to the City Attorney's final approval.



500 Fairway Drive, Suite 204  
 Deerfield Beach, Florida 33441  
 954-354-3000 (Main)  
 954-354-3001 (Fax)  
[www.aps.us](http://www.aps.us)

# Proposal

Date: 10/22/2007

Agency	
<b>Contact:</b>	Mr. Hamid Khaleghipour
<b>Agency Name:</b>	Addison Police Department
<b>Address:</b>	16801 Westgrove Drive
<b>City, State &amp; Zip:</b>	Addison, TX 75001-3321

Details	
<b>Order No:</b>	0067000000AJxlg
<b>Contact Name:</b>	Pamela MacDougall (954) 354-3000 x 211 pam@aps.us

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	Virtual Partner Engine	Interface to mobile data system	\$5,000.00	\$5,000.00
14	QuickVoice	Verbal response of data from national, state & local mobile queries	\$349.00	\$4,886.00
14	QuickTicket	Auto-population of traffic citation form using existing mobile software	\$349.00	\$4,886.00
1	SmartExport (File)	Electronic transfer of field data to back-end system. (May require add'l fee from database vendor)	\$7,500.00	\$7,500.00
14	Zebra RW420 Printer w/ Magstripe (w/ 12-volt Open Ended Power Supply)	Zebra RW420 thermal printer w/ magstripe (cable sold separately). Includes wireless font downloader and citation font management software.	\$1,045.00	\$14,630.00
14	Zebra RW420 Cable (USB 3FT)	Zebra RW420 Cable (USB 3FT)	\$23.00	\$322.00
3	Intermec CN3 W/Bluetooth, & 802.11b/g, 2D Imager, Extended Battery, QWERTY Keypad, No GPS, WM5 (Cingular/T-Mobile)	Intermec CN3 W/Bluetooth, & 802.11b/g, 2D Imager, Extended Battery, QWERTY Keypad, No GPS, WM5 (Cingular/T-Mobile) USB Cradle, Line Cord, 110 Volt PS, USB Cable	\$2,820.99	\$8,462.97
3	Intermec CN3 Magstripe Reader	3-Track Magstripe Reader for the Intermec CN3	\$225.00	\$675.00
3	Intermec CN3 Extended Warranty - 3 Year Bronze Medallion Complete	Intermec CN3 Extended Warranty - 3 Year Bronze Medallion Complete 5 day turnaround time. No Hassle Warranty (Must be ordered at time of hardware purchase)	\$303.00	\$909.00
3	Intermec CN3 Trade-In Program - Service Agreement (\$125)	Intermec CN3 Service Agreement Trade-In Program (\$125).	(\$125.00)	(\$375.00)
3	Intermec CN3 Trade-In Program - Competitive Device (\$400)	Intermec CN3 Upgrade Credit \$400.00.	(\$400.00)	(\$1,200.00)
1	SmartExport (File) - For current PocketParking application-Included if PO is received by Nov 31, 2007	Electronic transfer of field data to back-end system. (May require add'l fee from database vendor)	\$0.00	\$0.00
3	Zebra Compatible Thermal Paper Case (QL/RW420)	Case (36 rolls) of Zebra compatible Top Coated High-Quality Paper Rolls (80')	\$142.20	\$426.60
1	Annual Maintenance	Annual Maintenance	\$0.00	\$0.00
1	Project Management	Dedicated Project Manager assigned from PO through Software Acceptance.	\$1,488.60	\$1,488.60

1	Shipping & Handling	Shipping & Handling	\$387.92	\$387.92
1	Training	Per Diem Training	\$2,000.00	\$2,000.00

**NET TOTAL (USD) \$49,999.09**

**Pricing is guaranteed through November 30, 2007**

**Notes**

***Terms and Conditions***

All Customer purchase orders for APS products and services are subject to APS' End User License Agreement and Terms and Conditions of Sale, which can be viewed at <http://www.aps.us/downloads/agreement.pdf>. Such terms, along with any additional terms and conditions agreed to and accepted by APS in Customer's purchase order or otherwise stipulated in writing, shall prevail over any differing or conflicting terms in this Proposal. Payment Terms:

- 50% due upon receipt of Customer's purchase order
- 40% due upon initial software delivery (excluding SmartExport)
- 10% or remainder due upon completion and final hardware delivery



## **END USER LICENSE AGREEMENT and TERMS AND CONDITIONS OF SALE**

### **END USER LICENSE AGREEMENT**

[Effective Date: 27 September 2007]

**IMPORTANT, READ CAREFULLY.** THIS **END USER LICENSE AGREEMENT** ("EULA") IS A LEGAL AGREEMENT BETWEEN YOU AND ADVANCED PUBLIC SAFETY, INC. ("APS") and applies to the APS proprietary computer software product(s) provided to you by APS, and includes any accompanying written materials, such as a user's guide or product manual, as well as any "online" or electronic documentation ("Software"). This EULA will also apply to any Software error corrections, updates and upgrades subsequently furnished by APS, unless such are accompanied by different license terms and conditions which will govern their use. BY CLICKING "YES" OR "I ACCEPT" IN THE ACCEPTANCE BOX, OR BY INSTALLING, COPYING OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, PROMPTLY RETURN THE UNUSED SOFTWARE AND ANY ACCOMPANYING APS PRODUCT TO THE PLACE FROM WHICH YOU OBTAINED THEM FOR A REFUND.

*As used herein, the term Software does not include software products of third party manufacturers, nor shall this EULA apply to any such software products, which are furnished to end users pursuant to license by the third-party manufacturer.*

This Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold.

#### **1 SOFTWARE PRODUCT LICENSE**

1.1 License Grant. Subject to the terms and conditions of this EULA and your pre-payment of the applicable license fee(s), APS grants you a non-exclusive, perpetual license right to use one copy of the Software in machine-readable form on any computer hardware and operating system for which it was intended, but solely for your internal business needs in connection with your use of APS products. You may authorize the personnel associated with your business to use the Software, but only one person at one time, on one computer at one time. You may also store or install a copy of the Software on a storage device, such as a network server, used only to install or run the Software on your other computers over an internal network; but in such case you must acquire and dedicate a seat license for each separate computer on which the Software is installed or run from the storage device. A seat license for the Software may not be shared or used concurrently on different computers/devices. Use of the Software is limited to the total number of installation copies and seat licenses purchased by you.

#### 1.2 Other Rights and Limitations.

(1) You may not copy, modify, make derivative works of, rent, lease, sell, distribute or transfer the Software, in whole or in part, except as otherwise expressly authorized under this EULA, and you agree to use all commercially reasonable efforts to prevent its unauthorized use and disclosure.

(2) The Software contains valuable trade secrets proprietary to APS and its suppliers. To the extent permitted by relevant law, you shall not, nor allow any third party to copy, decompile, disassemble or otherwise reverse engineer the Software, or attempt to do so, provided, however, that to the extent any applicable mandatory laws give you the right to perform any of the aforementioned activities without APS's consent in order to gain certain information about the Software for purposes specified in the respective statutes (*e.g.*, interoperability), you hereby agree that, before exercising any such rights, you shall first request such information from APS in writing detailing the purpose for which you need the information. Only if and after APS, at its sole discretion, partly or completely denies your request, may you exercise such statutory rights.

(3) The Software is licensed as a single product. You may not separate its component parts for use on more than one computer except as specifically authorized in this EULA.

(4) You may not rent, lease or lend the Software unless you are a reseller of APS products under separate written agreement with APS and authorized by APS to do so.

(5) No service bureau work, multiple-user license or time-sharing arrangement is permitted. For purposes of this EULA "service bureau work" shall be deemed to include, without limitation, use of the Software to process or to generate output data for the benefit of, or for purposes of rendering services to any third party over the Internet or other communications network.

(6) APS has granted the Software license to you contemplating your personal internal business use. You may not assign or otherwise transfer to any third party, your rights under this EULA or the Software (or any copy), in whole or in part.

(7) You may not use the Software for performance, benchmark or comparison testing or analysis, or disclose to any third party or release any results thereof (all of which information shall be considered APS confidential information) without APS's prior written consent.

(8) You may not directly or indirectly export or re-export, or knowingly permit the export or re-export of the Software (or portions thereof) to any country, or to any person or entity subject to United States or foreign export restrictions in contravention of such laws and without first obtaining appropriate license.

(9) You agree to cooperate with APS to track the number of server computers, computers and other devices with access to the Software at your site(s) to ensure compliance with the license grant and installation restrictions in this EULA. In the event the compliance check reveals that the number of installations at your site exceeds the actual number of licenses obtained by you, you agree to promptly reimburse APS three (3) times the then current applicable list price for the extra licenses that are required to be compliant, but that were not obtained, as liquidated damages and as a reasonable penalty.

1.3 Termination. You may terminate this EULA by ceasing all use of the Software and destroying or returning all copies. Without prejudice as to any other rights, APS may terminate this EULA without notice if you fail to comply with the terms and conditions of this EULA. In such event, you must cease its use destroy all copies of the Software and of its component parts.

1.4 Copyright. All title and copyrights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, and text incorporated into the Software), the accompanying printed materials, and any copies of the Software are owned by APS and its suppliers. You shall not remove, cover or alter any of APS's patent, copyright or trademark notices placed upon, embedded in or displayed by the Software or on its packaging and related materials. You may, however, either (1) make one copy of the Software solely for backup or archival purposes, or (2) install the Software on a single computer provided you keep the original solely for backup or archival purposes. You may not copy the accompanying printed materials.

1.5 U.S. Government Restricted Rights. The Software is provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in this EULA, and as provided in

DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (OCT 1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14(ALT III), as applicable.

## **2 LIMITED WARRANTY**

2.1 Limited Warranty. APS warrants that the Software will perform substantially in accordance with the accompanying written materials (i.e., applicable user's guide or product manual) for a period of one (1) year from the date of purchase. This limited warranty gives you specific legal rights, you may have others, which vary from state/jurisdiction to state/jurisdiction. The above limited warranty does not apply to error corrections, updates or upgrades of the Software after expiration of the limited warranty period, which are provided "AS IS" and without warranty unless otherwise specified in writing by APS. Because the Software is inherently complex and may not be completely free of nonconformities, defects or errors, you are advised to verify your work. APS does not warrant that the Software will operate error free or uninterrupted, will meet your needs or expectations, or that all nonconformities can or will be corrected.

2.2 Customer Remedies. APS's and its suppliers' entire liability, and your sole remedy, with respect to the Software shall be either, at APS's option, (a) repair or replacement of the Software, or (b) return of the license fee paid for any Software that does not meet APS's limited warranty. The foregoing limited warranty is void if failure of the Software has resulted from (1) accident, misuse, abuse, or misapplication; (2) alteration or modification of the Software without APS's authorization; (3) interaction with software or hardware not supplied or supported by APS; (4) your improper, inadequate or unauthorized installation, maintenance or storage; or (f) if you violate the terms of this EULA. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

2.3 NO OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APS AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, TERMS, AND CONDITIONS, EITHER EXPRESS OR IMPLIED, BY STATUTE, COMMON LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES, TERMS, AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT WITH REGARD TO THE SOFTWARE, ITS SATISFACTORY QUALITY, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. TO THE EXTENT ALLOWED BY APPLICABLE LAW, IMPLIED WARRANTIES, TERMS AND CONDITIONS ON THE SOFTWARE ARE LIMITED TO ONE (1) YEAR. YOU MAY HAVE OTHER LEGAL RIGHTS WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

2.4 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL APS OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS), ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF APS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY PROVIDED IN THIS EULA.

IN NO EVENT SHALL APS'S TOTAL LIABILITY IN CONNECTION WITH THIS EULA OR THE SOFTWARE, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE ACTUAL AMOUNT PAID TO APS FOR USE OF THE SOFTWARE GIVING RISE TO THE CLAIM. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

### **3 GENERAL**

3.1 Applicable law - Settlement of Disputes: This EULA shall be governed by the laws of the State of Florida and applicable United States Federal law without reference to "conflict of laws" principles or provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this EULA. Jurisdiction and venue for any action or proceeding arising out of or in connection with this EULA or the Software shall lie exclusively in or be transferred to the applicable state or federal court located in Palm Beach County, Florida, and Buyer hereby waives any objection it may have to such venue, including, without limitation, an objection based on the assertion that this venue is an inconvenient forum. No dispute or legal action arising under this EULA, may be brought by either party more than one (1) year after such cause of action accrued, except that an action for nonpayment may be brought within two (2) years of the date of the last payment.

3.2 Severability: These terms and conditions may be severable and the invalidity, illegality or unenforceability in whole or in part of any provision shall not affect the validity of other provisions

3.3 Reservation of Rights: APS reserves all rights not expressly granted by this EULA.

**End of Advanced Public Safety, Inc. End User License Agreement**



## TERMS AND CONDITIONS OF SALE

[Effective Date: 9 May 2006]

These **Terms and Conditions of Sale** establish the basis on which the purchase and sale of products and services described in Customer purchase orders and furnished by Advanced Public Safety, Inc. ("APS"), (hereinafter, "Item(s)" or "item(s)") is made by and between you ("Customer") and APS. Every purchase order placed with APS is conditioned on and confirms Customer's acceptance of these terms and conditions of sale, and APS agrees to furnish the Items described in Customer's purchase orders only upon these terms and conditions. Any terms or conditions to the contrary appearing on orders, or within Customer's terms and conditions of purchase or any other documentation shall be of no effect. No waiver, modification, or addition to these terms and conditions, or any assignment of Customer's rights or obligations hereunder shall be valid or binding on APS unless in writing and signed by an authorized APS representative.

These terms and conditions of sale, together with the Basic Order Terms (defined in Section 1.3 below) set forth on a purchase order accepted by APS constitute the entire agreement of Customer and APS for purchase and sale of the Item(s) (hereafter sometimes referred to as the "contract").

### **1. General:**

**1.1 Validity of sales agreement:** APS's quotations are non-binding unless otherwise expressly stipulated in writing. Customer orders are accepted as valid and binding only when confirmed by APS in writing. Orders cannot be canceled for any reason without the prior written consent of APS. In such case, APS may claim compensation under Section 3.2 below.

**1.2 Intellectual property ownership of tender materials:** APS retains title and full intellectual property ownership of all tender documents and materials, including without limitation, calculations, drawings, models, plans, sets of tools, etc. All such documents and materials are considered confidential and Customer shall not copy such documentation or materials or disclose them to third parties without APS's prior written consent.

**1.3 Basic Order Terms - Fixed:** All purchase orders for Items shall include the following information: (i) Items and quantities, (ii) prices, (iii) shipping instructions, and (iv) the APS part number, (collectively, "**Basic Order Terms**"). All Basic Order Terms are fixed and final upon APS's acceptance of the order. APS's obligation to Customer is limited to the contract terms.

**1.4 Software License:** If a purchase order includes software Items, such software is licensed, not sold, and Customer is authorized to use the software solely in accordance with, and subject to the terms and conditions of the end user license accompanying such software (including any differing limited warranty terms exclusions and limitations). Nothing herein shall be construed to grant any rights or license to use any software in any manner or for any purpose not expressly permitted by these terms and conditions or its applicable end user license agreement.

**1.5 Customization:** Customization or configuration of APS software Items performed by APS at Customer's request, if any, will be subject to additional charges, except as otherwise provided on Customer's accepted order or agreed to in writing by APS. APS will retain all copyright and other proprietary rights to the Item and any additional customization or configuration, and shall have the right and authority to use, sell and distribute the Item and utilize the results of the work for any other purpose, in APS's sole discretion, without requirement of notification or liability to Customer of any kind (including, without limitation, monetary remuneration). The results of any additional customization or configuration will be deemed accepted upon receipt of notification to ship the APS software Items along with the associated hardware Items, if any. In the case of notifications to ship that are not in writing, Customer's acceptance of such Items will be deemed to occur (5) days after Delivery as defined in 2.2 below.

### **2. Delivery:**

**2.1 Delivery time:** Delivery times are established when Customer's order is received and accepted in writing by APS. APS will use commercially reasonable efforts to meet Customer's requested delivery dates, unless Customer is in default under the contract or APS's performance is otherwise excused. APS shall not be liable for late or delayed shipment. Late or delayed shipment shall not be a basis for Customer's cancellation of any order.

**2.2 Delivery terms:** Delivery of the Items will be made on an FCA (Incoterms 2000) APS's facility basis. Title and risk of loss or damage to the Items covered by these Terms and Conditions shall pass to Customer upon delivery (except for title to software Items, in which case only title to the media shall pass). Unless otherwise agreed, APS will deliver the Items freight prepaid; provided that Customer will pay or reimburse APS for all costs of carriage, freight, insurance (if applicable), taxes, duty and other related shipping charges in connection with shipment hereunder. Customer shall make such payments to APS

within thirty (30) days after date of APS's invoice. APS has the right to make partial deliveries.

### **3. Acceptance, Inspection, Notice of Nonconformance:**

**3.1** Customer's acceptance of ordered Items shall be deemed to occur at delivery to the FCA point. It is Customer's responsibility to give prompt written notice of identified damage or nonconformance of goods. Upon receipt, Customer shall inspect the condition of the Items. In the event of physical damage to delivered Items or their packaging Customer shall indicate any damage to the carrier on the delivery note, have the carrier's agent sign the document and, within two (2) days of receipt, send all documents by e-mail or fax to the APS facility from which shipment took place, together with the carrier's references. Customer shall notify APS within (5) days of delivery of incorrect or nonconforming Items or materials. Concealed physical loss or damage claims must be made by Customer to the carrier by requesting an inspection and filing a claim with the carrier, with written notice, which shall also be given to APS within (5) days of delivery. If Customer retains the Item without giving notice within the aforesaid designated periods, Customer will be deemed to have waived its right to reject the order.

**3.2** If Customer rejects conforming Items under an accepted order, APS shall be entitled to claim reasonable compensation for restocking and other expenses it has actually incurred. The risk of accidental loss/destruction or accidental deterioration of Items sold or distributed hereunder shall pass to the Customer at the time Customer rejects conforming Items.

**4. Return of Items:** There is no right of return of conforming Items. Return of nonconforming and rejected Items must be made pursuant to APS's return procedures then in effect. Items must be returned, transport prepaid, to the APS facility (no C.O.D. or Collect Freight accepted) in original boxes and packing material, unless otherwise agreed by APS. The Items travel at the risk and responsibility of Customer. If returned Item is claimed to be defective, a complete description of the nature of the defect must be included with the returned Items. All returns are subject to inspection.

### **5. Pricing, Terms of Payment:**

**5.1** Unless otherwise agreed in writing, payment terms shall be as follows: 50% of the total purchase price is due on receipt of Customer's purchase order. Thereafter, 40% of the purchase price is due on initial software delivery (excluding SmartExport if applicable), and the remaining 10% is due upon the earlier of (i) completion of any additional minor services (e.g., software configuration) or (ii) fifteen (15) days following completed delivery of all hardware and software deliverables. The date of the receipt of payment by APS shall be determinative. No discount will be granted for advance payment. Payment shall be made in United States Dollars (USD\$). APS shall be entitled to offset payments against prior debt balances in Customer's account. Items or services purchased under APS's United States General Services Administration ("GSA") Schedules, if any, will be subject to all of the pricing and other terms, conditions described in the applicable GSA Schedule.

**5.2** APS shall have the continuing right to review Customer's credit and change Customer's payment terms and, without limiting the foregoing, may at any time demand advance payment, satisfactory security (such as, but not limited to, a confirmed, irrevocable letter of credit acceptable to APS), or a guarantee of prompt payment, prior to shipment, if APS deems such to be required in view of APS' assessment of Customer's credit worthiness.

**5.3** Interest shall be charged on all overdue sums owing to APS under these terms and conditions at the rate of one percent (1%) per month (or the highest legal limit if lower than said amount), and shall be calculated from the date the sums in question were payable to the date on which payment is made in full.

**5.4** Customer grants APS a purchase money security interest in each Item shipped to Customer until payment is made in full to APS for such Items. Upon request from APS, Customer will cooperate with APS in perfecting any such security interest.

**5.5** Customer shall be liable for any costs incurred by APS in the event of variation or suspension of any order by Customer.

**5.6** Stated Item prices do not include any applicable sales, use, personal property or similar taxes, or transportation or insurance charges, ; all of which shall be paid by Customer. Any tax that APS may be required to collect or pay upon the sale or delivery of the Item shall be paid by Customer to APS unless Customer provides direct payment authority or an exemption certificate valid in the state to which the Item will be shipped.

### **6. APS Software Support and Maintenance Services**

**6.1 Eligibility for Support.** To be eligible to receive the technical support and maintenance services for APS software Items as described in Sections 6.2 through 6.3 below ("Annual Maintenance Services"), the license under which accepts the APS software must be valid and currently in effect, and Customer must have timely paid all charges and fees due and payable under the contract and associated purchase order(s), including, without limitation, the Annual Maintenance Services fee (at the rates then currently in effect) for the applicable support Service Term. "Service Term" means each twelve (12)-month period during which APS agrees to furnish the Annual Maintenance Services.

**6.2 Scope of Annual Maintenance Services.** During Customer's applicable Service Term, APS will use commercially reasonable efforts to correct verifiable and reproducible software errors in the covered APS software Items when reported in accordance with APS's standard reporting procedures, which may be modified from time to time at APS's discretion. A software error shall mean a failure of the software that causes it not to perform substantially in accordance to its APS specifications. If an error exists, Customer must provide APS with information sufficient for APS to duplicate the circumstances under which the error in the APS software Item became apparent. APS will provide such technical support to Customer 24 hours a day, 7 days a week.

**6.3 New Releases.** APS may from time to time issue fixes or revisions of the APS software Items for release to its customers generally ("New Releases"). As part of the Annual Maintenance Services during the Service Term APS will provide Buyer with one (1) copy of each such New Release at no additional charge, subject to APS' established procedures for delivery to its customers. APS shall provide reasonable assistance to help Customer install and operate each New Release; provided however, that if such assistance is to be furnished at Customer's facility, Customer shall pay supplemental charges set forth in APS' then current rate schedule for such assistance.

## **7. Warranty:**

**7.1 Limited Warranty for APS Items:** Unless the limited warranty included with any APS manufactured Items covered by these terms and conditions grants different rights to the Customer, APS warrants to Customer, and only to Customer, that such Items furnished under the contract shall be designed and manufactured to conform to APS's specifications and all parts or media are and will be free from defects in material and workmanship for a period of ninety (90) days from date of shipment. During the warranty period, APS's liability is limited to replacing, repairing or issuing credit for any Item that is returned to APS by the original purchaser freight prepaid and which upon inspection is determined by APS to be defective in materials or workmanship. APS's repair or replacement of a defective Item as provided in this section is Customer's only and exclusive remedy for a defective Item, and is made subject to the terms of this warranty.

**7.2 Warranty Exclusions:** The foregoing APS limited warranty shall only apply in the event and to the extent that (a) the APS Item is properly and correctly installed, configured, interfaced, maintained, stored, and operated in accordance with APS's applicable operator's manual and specifications, and; (b) the Item is not modified or misused. This APS limited warranty shall not apply to, and APS shall not be responsible for defects or performance problems resulting from (i) the combination or utilization of the Items with hardware or software Items, information, data, systems, interfaces or devices not made, supplied or specified by APS; (ii) the operation of the APS Item under any specification other than, or in addition to, APS's standard specifications for its products; (iii) the unauthorized, installation, modification, repair or use of the APS Items; (iv) damage caused by accident, electrical discharge or exposure to environmental conditions for which the APS Items are not intended, or normal wear and tear; (v) equipment or software manufactured and produced by third parties; or (vi) change or upgrade of Customer's computer operating system or mobile client devices following Customer's purchase of the Items. APS does not warrant or guarantee the results obtained through the use of the Items. **APS MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO SERVICES, WHICH IF PROVIDED HEREUNDER ARE PROVIDED "AS-IS."**

**7.3 Third Party Manufactured Equipment and Software Items Warranty.** APS will extend to Customer the manufacturer's warranty, if any, for all third-party manufactured equipment and software Items delivered by APS to Customer under the contract. Customer acknowledges and agrees that APS shall not be responsible for separately warranting or supporting third-party manufactured equipment or software Items.

**7.4 WARRANTY DISCLAIMER:** THE FOREGOING LIMITED WARRANTY TERMS STATE APS'S ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDIES, RELATING TO THE ITEMS FURNISHED BY APS HEREUNDER. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE ITEMS, ACCOMPANYING DOCUMENTATION AND MATERIALS ARE PROVIDED "AS-IS" AND WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND, BY EITHER APS OR ANYONE WHO HAS BEEN INVOLVED IN ITS CREATION, PRODUCTION, INSTALLATION, OR DISTRIBUTION, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, APS MAKES NO WARRANTY OR REPRESENTATION OF ANY NATURE THAT THE BUYER'S USE OF THE LICENSED SOFTWARE OR OTHER ITEMS FURNISHED TO BUYER UNDER THIS AGREEMENT WILL BE UNINTERRUPTED, ERROR FREE, OR SECURE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APS, ITS DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES CREATES ANY WARRANTIES OR IN ANY WAY INCREASES THE SCOPE OF THIS LIMITED WARRANTY

THE STATED EXPRESS WARRANTIES ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF APS ARISING OUT OF, OR IN CONNECTION WITH, ANY ITEM. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON DURATION OR THE EXCLUSION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY OR FULLY APPLY TO YOU.

**8. LIMITATION OF LIABILITY:** WITHOUT LIMITING THE FOREGOING, APS'S ENTIRE LIABILITY TO CUSTOMER UNDER OR FOR BREACH OF THESE TERMS AND CONDITIONS SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO APS UNDER THE CONTRACT. FURTHER, NEITHER APS NOR ITS SUPPLIERS SHALL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE DAMAGES OR OTHER DAMAGES, OR LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF USE OF THE ITEM OR ANY ASSOCIATED EQUIPMENT, DOWNTIME AND USER TIME OR FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY RELATED TO THE ITEM. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF QUALITY OR FITNESS FOR A PARTICULAR PURPOSE ON THIS ITEM IS LIMITED IN DURATION TO THE DURATION OF THE FOREGOING WARRANTY. ADDITIONALLY, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR SPECIFIED OTHER DAMAGES, OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY, OR MAY NOT

**FULLY APPLY.**

**9. Intellectual Property Ownership:** As between APS and Customer, Customer agrees that APS and its suppliers, as applicable, own all right, title and interest to all intellectual property and other proprietary rights to the technology, software, designs, engineering details, schematics and similar data relating to or incorporated in the Items and any accompanying documentation or information derived from the foregoing. Customer shall take reasonable precautions to prevent unauthorized access and use of the software Items and accompanying documentation by third parties. To the extent permitted by applicable law, Customer shall not, nor allow any third party to copy, decompile, disassemble or otherwise reverse engineer the software Items, or attempt to do so. Customer is prohibited from, and shall prevent any third party from, removing, covering or altering any of APS' or its suppliers patent, copyright or trademark notices placed upon, embedded in or displayed by the Items or their packaging and related materials. APS and its suppliers, as applicable, reserve all rights not specifically granted to Customer hereunder.

**10. GOVERNMENT END USERS-RESTRICTED RIGHTS.** Use, duplication, or disclosure of software Items by the U.S. Government is subject to restrictions set forth in the applicable license agreement accompanying any such Item and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (OCT 1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14(ALT III), as applicable.

**11. Export procedures:** Customer is informed that sale and delivery of Items in an export situation may be subject to export regulations of the United States or other countries. Customer warrants that it will not export or re-export directly or indirectly, any Item in violation of any law or regulation, (including, without limitation, any law or regulation of the United States Government or any agency), or to embargoed or otherwise restricted countries, or sell Items to companies listed on the denied persons list published by the United States Department of Commerce. Customer further warrants that it will not export or re-export, directly

or indirectly, any Item with knowledge that it will be used in the design, development, Production or use of chemical, biological, nuclear or ballistic weapons. Laws and regulations change frequently. It is Customer's responsibility to know the law pertaining to export/import procedures in the country of destination of the Item. Customer will defend, indemnify and hold APS harmless against any liability (including attorneys' fees) arising out of Customer's failure to comply with the terms of this paragraph.

**12. Default:** APS reserves the right, by written notice of default, to cancel or indefinitely suspend an accepted Item order if: (i) Customer defaults in the performance of its obligations hereunder, or otherwise breaches the contract, or (ii) Customer ceases business operations or enters into any bankruptcy, insolvency, receivership or like proceeding not dismissed within thirty (30) days, or assigns its assets for the benefit of creditors.

**13. Applicable law - Settlement of Disputes:**

These terms and conditions will be governed by and construed in accordance with the laws of the State of Florida and applicable United States federal law, without reference to "conflicts of laws" provisions or principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. The venue for any action or proceeding arising out of or in connection with these terms and conditions, the Items provided under an order, or the commercial relationship of the parties shall be in the applicable state or federal court located in Palm Beach County, Florida, and Buyer hereby waives any objection it may have to such venue, including, without limitation, an objection based on the assertion that this venue is an inconvenient forum. No dispute or legal action arising under this Agreement, may be brought by either party more than one (1) year after such cause of action accrued, except that an action for nonpayment may be brought within two (2) years of the date of the last payment.

**14. Severability:** These terms and conditions may be severable and the invalidity, illegality or unenforceability in whole or in part of any provision shall not affect the validity of other provisions.

**15. Force Majeure:** Neither party shall be liable to the other for failure to perform its obligations hereunder (except the payment of sums due) to the extent caused by an event beyond such party's reasonable control, including, without limitation, government regulations or orders, state of emergency, acts of God, war, warlike hostilities, terrorism, riots, epidemics, fire, strikes, lockouts, or similar cause(s), provided that such party promptly notifies the other in writing of such occurrence and makes its best efforts to promptly eliminate the effect thereof.

**16. Notices:** Any notice or other communication given by either party to the other regarding these terms and conditions will be deemed given and served when personally delivered, delivered by reputable international courier requiring signature for receipt, or five (5) business days after mailing (postage prepaid), addressed to the party at its notice address. Either party may change its notice address by written notice to the other. Customer's notice address shall be its address appearing on the accepted purchase order. APS's notice address shall be: Advanced Public Safety, Inc., Attn : President, 500 Fairway Drive, Suite 204, Deerfield Beach, FL 33441, with copy to Trimble Navigation Limited, Attn: General Counsel, 935 Stewart Drive, Sunnyvale, CA 94085.

**End of Advanced Public Safety, Inc. Terms and Conditions of Sale**

## **Council Agenda Item: #R12**

### **SUMMARY:**

This item is for the consideration and approval authorizing the City Manager to enter into a Professional Services Agreement with Freese & Nichols Inc. in the amount not to exceed \$76,544.00 for preliminary engineering of the proposed 1.5 Million Gallon Elevated Storage Tank.

### **FINANCIAL IMPACT:**

Cost: \$76,500.00

Funds are available in the Utility Fund.

### **BACKGROUND:**

Freese and Nichols, Inc. was retained in 2006 by the Town of Addison to perform a Water Distribution Study. The goals of the project were to evaluate the integrity of the existing water distribution system and to recommend a Capital Improvements Plan to serve growth through build out. The recommended improvements will serve as a basis for the design, construction, and financing of facilities of facilities required to meet Addison's water demands as a result of the projected population growth and commercial development.

The Town is required to meet the Texas Commission on Environmental Quality (TCEQ) elevated storage capacity requirement of 100 gallons of elevated storage per connection. A letter to the Town of Addison from TCEQ, dated January 7, 2006, indicated that the Town had reached 94.5% of its elevated storage capacity. While the Town currently meets the elevated storage requirements, construction of additional elevated storage is recommended as it will be required once the Town exceeds 100% of its elevated storage capacity. According to the population projections completed by Freese & Nichols as part of the Water Distribution Study, the number of connections is expected to exceed 100% in 2008.

The design criteria used to analyze existing elevated storage tank capacity is the capacity to provide adequate storage for peak hour demands plus emergency storage for fire protection. It is typically assumed that half of the elevated storage tank capacity is used to meet peak hourly demands in excess of the maximum day rate (equalization volume), while the other half of the tank is used for fire protection and emergency conditions (fire/emergency volume). Because the Insurance Services Offices (ISO) indicates that the maximum fire flow a municipality is required to provide is 3,500 gpm for a 3-hour duration, that flow rate was used when sizing the proposed elevated storage tank. While the current elevated storage capacity of 1.0 Million Gallons (MG) meets the TCEQ elevated storage requirement, it is recommended that additional elevated storage be constructed to satisfy future growth demands, provide greater operational flexibility and increased fire protection. When taking into account the required future growth, fire flow requirements, peak demands, required

equalization volume, and desired operational flexibility, the total recommended elevated storage is 2.5 MG meaning the proposed tank should be 1.5 MG.

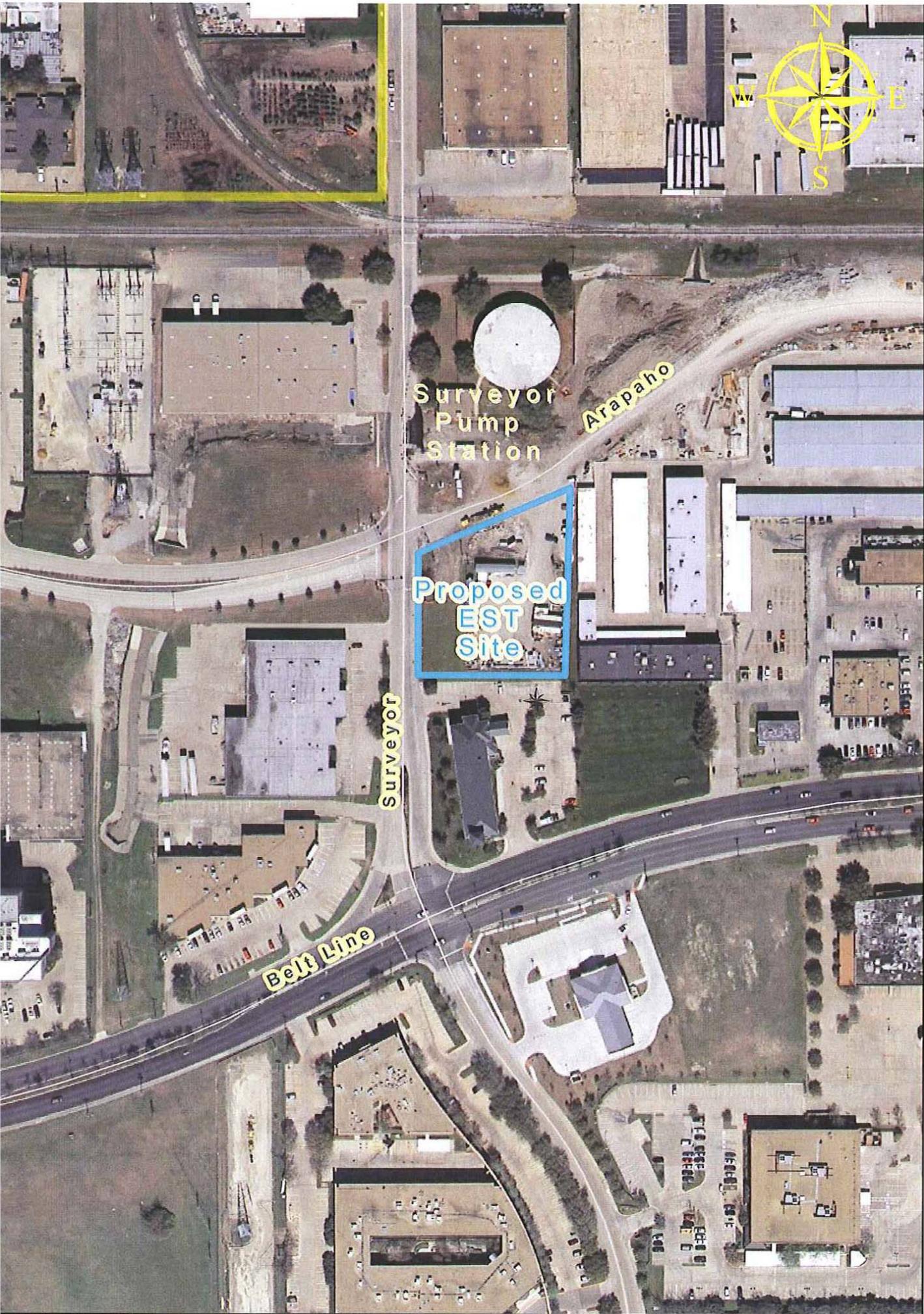
As shown in Exhibit A of the contract documents, the scope includes a Project Kick-Off meeting, investigation of options for the tank and conceptual designs, site visits to existing elevated storage tanks, and a presentation to Council showing final design options with cost estimates for each. The presentation will also include computer generated renderings and a design report.

**RECOMMENDATION:**

Staff recommends approval authorizing the City Manager to enter into a Professional Services Agreement with Freese & Nichols Inc. in the amount not to exceed \$76,544.00 for preliminary engineering of the proposed 1.5 Million Gallon Elevated Storage Tank.

**ATTACHMENTS:**

Location Map  
Proposed Agreement



Surveyor  
Pump  
Station

Arapaho

Proposed  
EST  
Site

Surveyor

Belt Line

**Council Agenda Item: #R13**

**SUMMARY:**

This item is for the consideration and approval authorizing the City Manager to enter into an agreement with Northstar Construction, Inc. in the amount of \$635,592.00 for the construction of the Addison Airport Taxiway Sierra Pavement Improvements and establish a notification threshold in accordance with the Town of Addison Purchasing Policy.

**FINANCIAL IMPACT:**

<b>Project Budget Item</b>	<b>Project Budget</b>	<b>Amount Encumbered</b>	<b>Unencumbered Amount</b>
Engineering	\$ 38,000.00	\$ 37,719.00	\$ 281.00
Geotech / Material Testing	\$ 12,000.00	\$ 12,000.00	-
Construction	\$657,000.00	\$635,592.00	\$21,408.00
Construction Threshold	\$ 33,000.00	-	\$33,000.00
Contractor Incentive	\$ 20,000.00	\$ 20,000.00	-
TOA Salaries	\$10,0000.00	\$ 10,000.00	-
<b>TOTAL</b>	<b>\$770,000.00</b>	<b>\$715,311.00</b>	<b>\$54,689.00</b>

**BACKGROUND:**

The current pavement management plan for the airport shows Taxiway Sierra as one in need of repairs and was originally scheduled for an asphalt overlay. However, upon further inspection, staff has determined that the taxiway is failing structurally and that complete reconstruction is necessary. While Taxiway Sierra is currently asphalt, it will be reconstructed into concrete. The project will include approximately 8,475 SY of concrete and drainage improvements to the area.

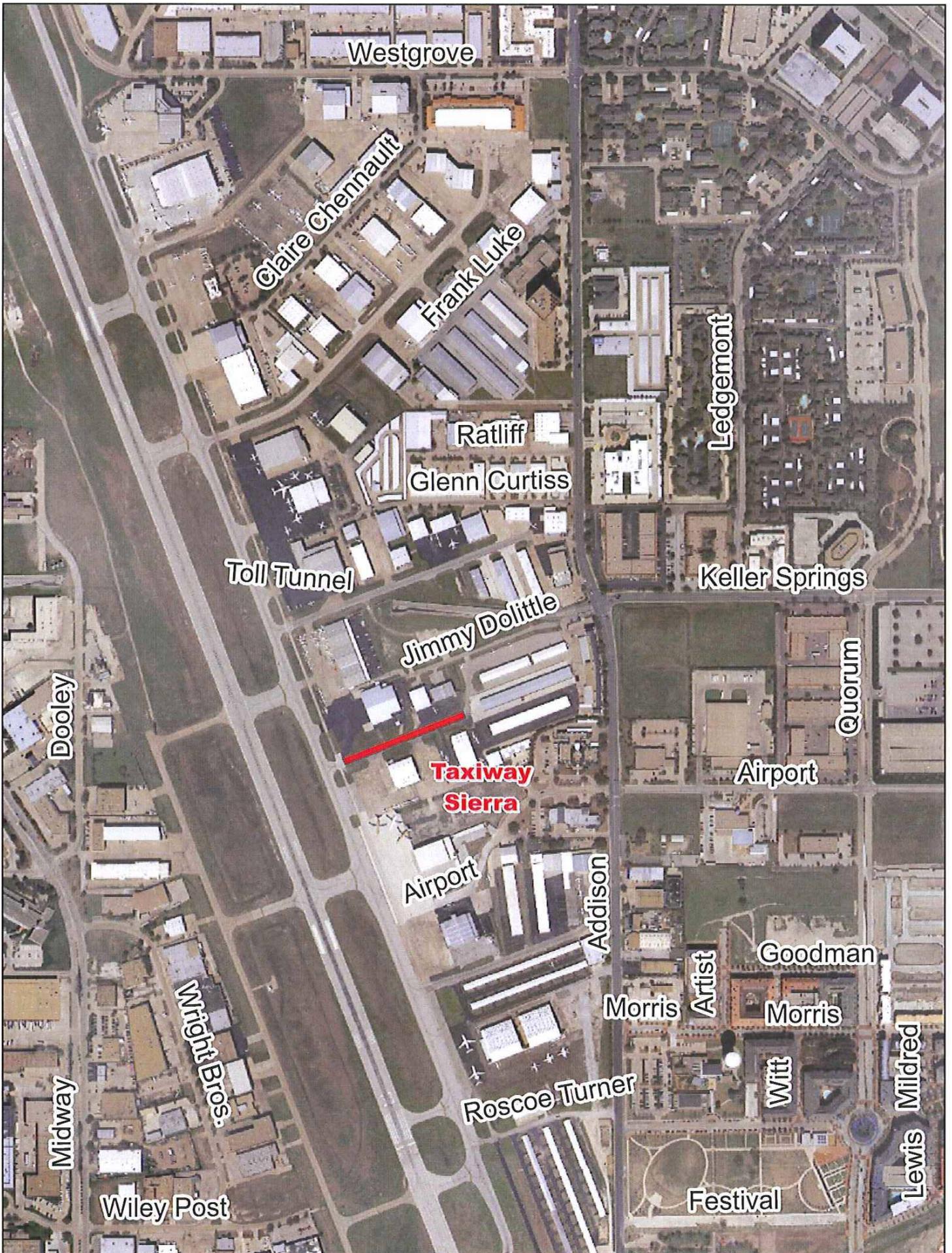
The taxiway serves approximately 45 patio and T-hangar tenants as well as three aviation maintenance businesses. The project will be phased in a manner to maintain access to all tenants and businesses.

**RECOMMENDATION:**

Staff recommends approval authorizing the City Manager to enter into an agreement with Northstar Construction, Inc. in the amount of \$635,592.00 for the construction of the Addison Airport Taxiway Sierra Pavement Improvements and establish a notification threshold in accordance with the Town of Addison Purchasing Policy.

**ATTACHMENTS:**

- Location Map
- Detailed Bid Tab





# Itemized Bid Tabulation

November 13, 2007  
Taxiway Sierra

Northstar Construction  
3210 Joyce Drive  
Fort Worth, TX 76110

Austin Bridge & Road  
2060 E Lucas Rd  
Allen, TX 75002

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
<b>BASE BID</b>							
500-2001 (TXDOT)	MOBILIZATION	1	LS	\$50,000.00	\$50,000.00	\$75,000.00	\$75,000.00
TS-905	MAINTENANCE OF TRAFFIC	1	LS	\$26,000.00	\$26,000.00	\$28,000.00	\$28,000.00
506-2001 (TXDOT)	STORMWATER POLLUTION PREVENTION PLAN AND IMPLEMENTATION	1	LS	\$12,000.00	\$12,000.00	\$4,200.00	\$4,200.00
506-2034 (TXDOT)	SILT FENCE	120	LF	\$4.00	\$480.00	\$6.00	\$720.00
506-2038 (TXDOT)	BIODEGRADABLE EROSION CONTROL LOGS 18"	225	LF	\$11.00	\$2,475.00	\$10.00	\$2,250.00
247-2064 (TXDOT)	6 INCH FLEXIBLE BASE TYPE D GRADE 4	4500	SY	\$11.50	\$51,750.00	\$21.00	\$94,500.00
202.5 (NCTCOG)	BERMUDA (NONHYBRID) W/COMPOST	2500	SY	\$6.00	\$15,000.00	\$5.00	\$12,500.00
203 (NCTCOG)	REMOVE AND RELOCATE FIRE HYDRANT ASSEMBLY	1	EA	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
203.1 (NCTCOG)	REMOVAL OF BITUMINOUS PAVEMENTS AND BASE COURSE	4200	SY	\$16.00	\$67,200.00	\$6.75	\$28,350.00
203.1 (NCTCOG)	REMOVAL OF CONCRETE PAVEMENT	75	SY	\$12.75	\$956.25	\$22.00	\$1,650.00
203.1 (NCTCOG)	REMOVAL OF CONCRETE STORM DRAIN	326	LF	\$10.00	\$3,260.00	\$21.00	\$6,846.00
203.4 (NCTCOG)	UNCLASSIFIED EXCAVATION	26	CY	\$46.00	\$1,196.00	\$18.50	\$481.00
302 (NCTCOG)	3" BITUMINOUS SURFACE COURSE	100	TON	\$120.00	\$12,000.00	\$18.50	\$1,850.00
302 (NCTCOG)	BITUMINOUS PRIME COAT	165	GAL	\$7.00	\$1,155.00	\$7.00	\$1,155.00
302 (NCTCOG)	BITUMINOUS TACK COAT	125	GAL	\$8.75	\$1,093.75	\$9.00	\$1,125.00
303 (NCTCOG)	10 INCH PCC PAVEMENT, NON-REINFORCED	2350	SY	\$63.00	\$148,050.00	\$59.25	\$139,237.50
303 (NCTCOG)	10 INCH PCC PAVEMENT, REINFORCED	485	SY	\$66.00	\$32,070.00	\$59.25	\$28,736.25
303 (NCTCOG)	10-12 INCH PCC PAVEMENT, NON-REINFORCED	80	SY	\$81.00	\$6,480.00	\$59.25	\$4,758.00
303 (NCTCOG)	10-12 INCH PCC PAVEMENT, REINFORCED	205	SY	\$87.00	\$17,835.00	\$59.25	\$12,146.25
303 (NCTCOG)	10 INCH PCC HIGH YIELD EARLY STRENGTH PAVEMENT, NON-REINFORCED	300	SY	\$90.00	\$27,000.00	\$165.00	\$49,500.00
303 (NCTCOG)	10-12 INCH PCC HIGH YIELD EARLY STRENGTH PAVEMENT, REINFORCED	15	SY	\$95.00	\$1,425.00	\$165.00	\$2,475.00
303 (NCTCOG)	10-12 INCH PCC HIGH YIELD EARLY STRENGTH PAVEMENT, NON-REINFORCED	220	SY	\$98.00	\$21,760.00	\$165.00	\$36,300.00
303 (NCTCOG)	12" RCP, C76, CLASS IV, INCL. EMBEDMENT	3	SY	\$120.00	\$360.00	\$165.00	\$495.00
501.6 (NCTCOG)	15" RCP, C76, CLASS IV, INCL. EMBEDMENT	107	LF	\$40.00	\$4,280.00	\$60.00	\$6,420.00
503 (NCTCOG)	12" CLASS IV 45 DEGREE BEND	446	LF	\$47.00	\$20,962.00	\$65.00	\$28,980.00
503 (NCTCOG)	18" RCP, C76, CLASS III, TEMPORARY STORM DRAIN	1	EA	\$500.00	\$500.00	\$200.00	\$200.00
502 (NCTCOG)	15" SLOPED END TREATMENT - AIRPORT RATED	53	LF	\$50.00	\$2,650.00	\$75.00	\$3,975.00
502 (NCTCOG)	PIPE TO PIPE CONNECTION	8	EA	\$50.00	\$400.00	\$1,500.00	\$12,000.00
502 (NCTCOG)	#20 CATCH BASIN (2FT DEPTH) - AIRPORT RATED (HANSON OR APPROVED EQUAL)	1	EA	\$500.00	\$500.00	\$680.00	\$680.00
502.12 (NCTCOG)	STORM DRAIN BACKFILL - CLASS B	2	EA	\$1,000.00	\$2,000.00	\$1,020.00	\$2,040.00
804 (NCTCOG)	TEMPORARY PAVEMENT MARKINGS	90	CY	\$73.00	\$6,570.00	\$21.50	\$1,935.00
804 (NCTCOG)	PAVEMENT MARKINGS, NON REFLECTIVE, BLACK	525	SF	\$9.00	\$4,725.00	\$7.00	\$3,675.00
804 (NCTCOG)	PAVEMENT MARKINGS, REFLECTIVE, YELLOW	1800	SF	\$6.50	\$11,700.00	\$7.00	\$12,600.00
804 (NCTCOG)	PAVEMENT MARKINGS, NON REFLECTIVE, YELLOW	400	SF	\$13.00	\$5,200.00	\$7.00	\$2,800.00
804 (NCTCOG)	TWO WAY BLUE REFLECTIVE MARKER INSTALLED	500	SF	\$6.50	\$3,250.00	\$7.00	\$3,500.00
804 (NCTCOG)	TEMPORARY PAVEMENT REPAIR	36	EA	\$70.00	\$2,520.00	\$15.00	\$540.00
502 (NCTCOG)	6" CONCRETE FLUME	162	SY	\$70.00	\$11,340.00	\$75.00	\$12,150.00
502 (NCTCOG)		175	SY	\$90.00	\$15,750.00	\$50.00	\$8,750.00
<b>TOTAL OF STANDARD BID (A)</b>					<b>\$635,592.00</b>		<b>\$680,956.00</b>
<b>TOTAL OF TIME BID</b>					<b>120</b>		<b>120</b>
<b>TOTAL OF CALENDAR DAYS X \$1,000 (B)</b>					<b>\$120,000.00</b>		<b>\$120,000.00</b>
<b>(A) + (B) = TOTAL BID</b>					<b>\$755,592.00</b>		<b>\$800,956.00</b>

**Council Agenda Item: #R14**

**SUMMARY:**

This item is to award the final payment of \$6,249.55 to Northstar Construction, Inc. for Miscellaneous Pavement Repairs – Bid #07-26

**FINANCIAL IMPACT:**

Budgeted Amount: \$140,000

Original Contract Amount: \$119,942

Quantity Adjustment Amount: \$5,049

Total Project Amount: \$124,991

This project is funded for 2007 -08 in the Street Operations Budget.

Project Manager: Robin Jones

**BACKGROUND:**

On an annual basis the Street Division contracts the removal and replacement of failed concrete pavement on various Town streets. This project repaired nine pavement failures on Quorum Drive and five failures on Midway Road. Staff miscalculated the quantity of one repair location by 33 square yards which added \$5,049 to the contract, for a total of \$124,991.00.

Northstar Construction has completed all repairs, including the additional 33 square yards, and has been paid 95% (\$118,741.45) of the total project cost.

**RECOMMENDATION:**

Staff recommends final payment of \$6,249.55 to Northstar Construction, Inc. for Miscellaneous Pavement Repairs Bid # 07-26.

# Application For Payment

Client: Town of Addison  
5350 Belt Line Road  
Addison, Texas 75001

Engineer  
Town of Addison - Public Works  
P.O. Box 9010  
Addison, Texas 75001-9010

Project: Miscellaneous Pavement Repairs - Bid 07-26

Contract Awarded: September 25, 2007

Period: October 6, 2007 to October 19, 2007

Contract Amount: \$119,942.00

Est. No.: 1

Calendar Days Allotted: 21  
 Used Previously To Date: 0  
 Used This Period: 14  
 Remaining Days To Finish: 7

Item No.	Description	Contract Quantity	Units	Unit Price	Previous Quantity	Current Quantity	TOTAL Quantity	Current Amount	Total Amount
101	Mobilization, Bonds, & Insurance	1	LS	\$ 18,000.00	0	1	1	\$ 18,000.00	\$ 18,000.00
102	Barricades, Signs, & Traffic Control	1	LS	\$ 8,000.00	0	1	1	\$ 8,000.00	\$ 8,000.00
103	Concrete Excavation	614	SY	\$ 20.00	0	614	614	\$ 12,280.00	\$ 12,280.00
104	8" - Class "K" Concrete (255 PSI Flex. in 4 Hr.)	614	SY	\$ 133.00	0	614	614	\$ 81,662.00	\$ 81,662.00
201	Concrete Excavation - Quantity Overrun	33	SY	\$ 20.00	0	33	33	\$ 660.00	\$ 660.00
202	8" - Class "K" Concrete - Quantity Overrun	33	SY	\$ 133.00	0	33	33	\$ 4,389.00	\$ 4,389.00

Certified By:

*Michael A. Heimlich*

Nov. 1, 2007  
Date

Northstar Construction, Inc.  
 3210 Joyce Drive  
 Fort Worth, Texas 76116

*Nancy S. Clin* Nov. 7, 2007  
 Date  
 Town Of Addison

TOTAL COMPLETED THIS PERIOD \$ 119,942.00  
 EXTRA WORK COMPLETED THIS PERIOD \$ 5,049.00  
 STORED MATERIALS THIS PERIOD \$ -  
 TOTAL THIS PERIOD \$ 124,991.00  
 TOTAL COMPLETED TO DATE \$ 119,942.00  
 EXTRA WORK COMPLETED TO DATE \$ 5,049.00  
 STORED MATERIALS TO DATE \$ -  
 TOTAL TO DATE \$ 124,991.00  
 LESS RETAINAGE - 5% \$ 6,249.55  
 NET AMOUNT EARNED ON CONTRACT \$ 118,741.45  
 LESS AMOUNT OF PREVIOUS PAYMENTS \$ -  
 AMOUNT DUE THIS ESTIMATE \$ 118,741.45

**Council Agenda Item: #R15**

**SUMMARY:**

This item is for the consideration and approval authorizing the City Manager to enter into an agreement with Koos & Associates, Inc. in the amount of \$367,770.00 for the removal and disposal of the underground petroleum storage tanks on the Addison Airport.

**FINANCIAL IMPACT:**

Contract Amount: \$367,770.00

Budgeted Amount: \$350,000

Source of Funds: Airport Fund

**BACKGROUND:**

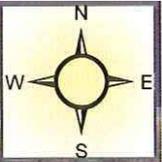
After placing the new Fuel Farm into service, we are now ready to remove the existing underground petroleum storage tanks. According to Texas Commission of Environmental Quality (TCEQ) rules the tanks must either be removed or cathodic protection must be installed and monitored. Removal will also facilitate future redevelopment of the area. There are a total of 29 underground petroleum storage tanks in six TCEQ ID'd "Facilities" distributed among four physically distinct areas between Addison Road and the Papa-series T-hangars as shown in the attached location map.

**RECOMMENDATION:**

Staff recommends approval authorizing the City Manager to enter into an agreement with Koos & Associates, Inc. in the amount of \$367,770.00 for the removal and disposal of the underground petroleum storage tanks on the Addison Airport subject to legal review.

**ATTACHMENTS:**

Location Map



Roscoe Turner

Facility ID #22  
9 Tanks

Facility ID #3036  
5 Tanks

Facility ID #44612  
2 Tanks

Addison

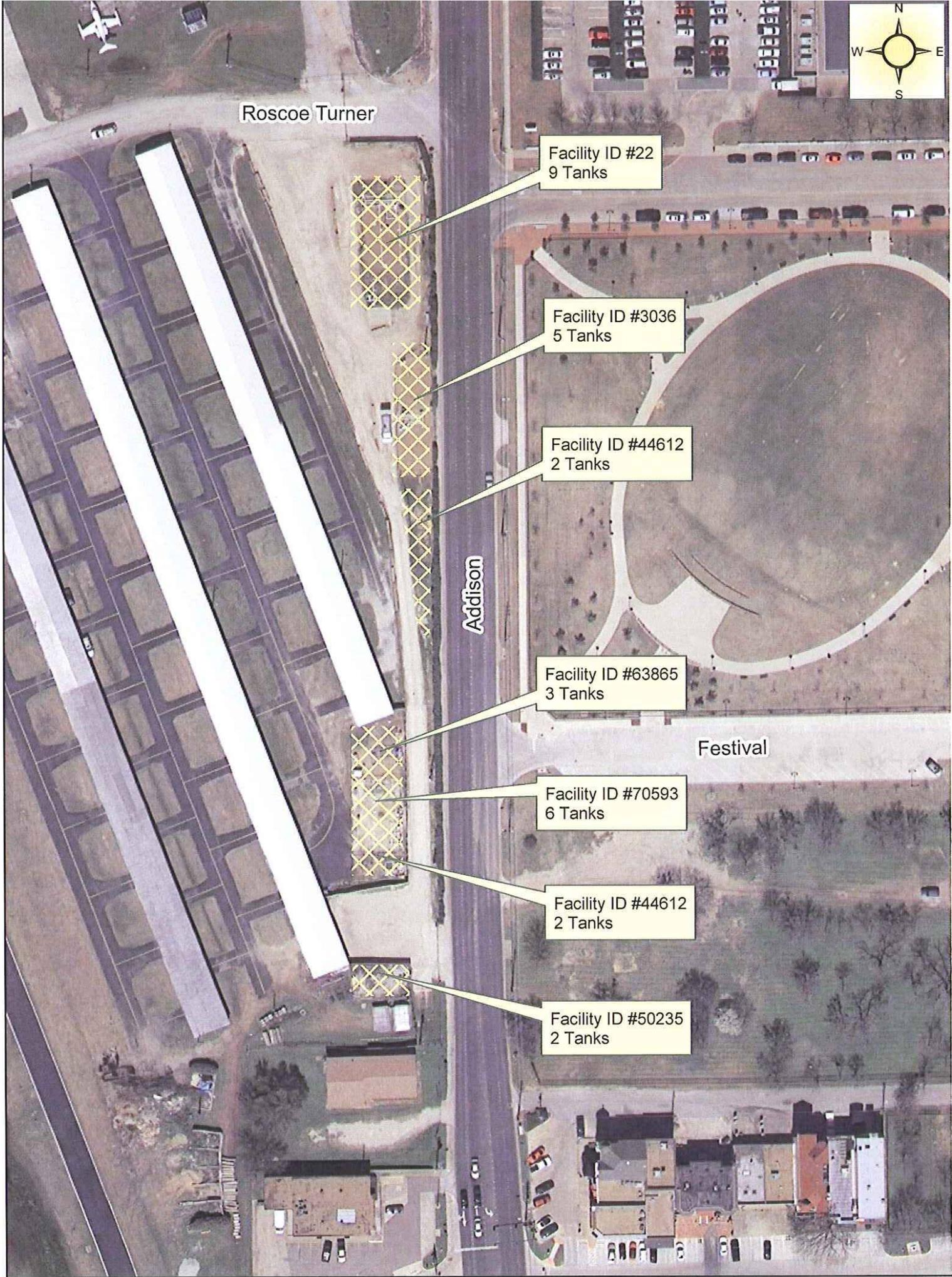
Facility ID #63865  
3 Tanks

Festival

Facility ID #70593  
6 Tanks

Facility ID #44612  
2 Tanks

Facility ID #50235  
2 Tanks



## Council Agenda Item: #R16

### SUMMARY:

This item is for consideration and approval of Change Order No. 3, in the amount of \$37,949.45, for various items associated with the Paving and Drainage Improvements to Addison Road.

### FINANCIAL IMPACT:

Original Contract Amount:	\$2,076,920.33
Change Order No. 1:	\$ 6,386.98
Change Order No. 2:	\$ 61,242.60 (Approved July 10, 2007)
Proposed Change Order No. 3:	\$ 37,949.45
Total Contract Amount	\$2,182,499.36

### Source of Funds:

\$2,500,000 was funded for Addison Road improvements from General Obligation Bonds. From this amount, \$1,494,000 was established for Construction. Additionally, Dallas County has agreed to reimburse the Town of Addison for 50% of the construction cost for items considered essential infrastructure or \$846,734.58 including the original contract and Change Orders #1 & #2. Dallas County will also reimburse the Town at the same rate for all Change Order items considered essential infrastructure. The total contribution from Dallas County must not exceed \$1,389,465.

Project Budget Item	Project Budget	*Amount Encumbered	Remaining Budget
Construction (TOA)	\$1,434,000.00	\$1,356,141.78	\$77,858.22
Construction (Dallas Co.)	\$ 846,734.58	\$ 846,734.58	**\$ 0.00
Contractor Incentive	\$ 60,000.00	\$ 60,000.00	\$ 0.00
<b>TOTAL</b>	<b>\$2,340,734.58</b>	<b>\$2,262,876.36</b>	<b>\$77,858.22</b>

\*Includes all Change Orders to date and items outside of the construction contract.

\*\*Upon Change Order Approval, staff will apply to Dallas County for reimbursement totaling \$4,751.73 for Change Orders 3.

### BACKGROUND:

At the January 9, 2007 Council meeting, Council authorized the City Manager to execute a Construction contract with JRJ Paving, L.P. in the amount of \$2,076,920.33 with a contract duration of 304 calendar days for the Addison Road Paving and Drainage Improvements project - Phase I. JRJ was issued a Notice to Proceed on February 8, 2007.

Change Order No. 3 includes several items, most of which address one primary issue. Upon field inspection, staff found that the street lights planned for the east side of the street would not fit under the existing overhead power lines. This necessitated changing all of the lights on the east side to be pedestrian lights and lighting the street from the west side only. The lighting plan was revised and a subsequent illumination study based upon the revised plan yielded that the street could be adequately illuminated using lights on the west side of the street only. This change includes the additional purchase of six pedestrian poles and fixtures meaning we will have six street light poles and fixtures to store for knockdown replacements or future projects.

In addition to the lighting modifications, this change order adds the replacement of the sidewalk in front of the Best Western motel making the sidewalk width 6 ft. wide for the entire length of the project and adjustment of a storm sewer inlet necessitated by the addition of the southbound right turn lane at Arapaho Road. This change order also adds 43 calendar days to the contract to account for delays due to AT&T's existing line in conflict with proposed paving and drainage improvements.

**RECOMMENDATION:**

Staff recommends Council authorize the City Manager to execute Change Order No. 3, in the amount of \$37,949.45, for various items associated with the Paving and Drainage Improvements to Addison Road.

**ATTACHMENTS:**

Change Order No. 3 with itemized explanation





# TOWN OF ADDISON CHANGE ORDER FORM

Original Contract Amount	<b>\$2,076,920.33</b>
Total Contract Amount (Including Previous Change Orders)	<b>\$2,144,549.91</b>
Amount of this Change Order	<b>\$37,949.45</b>
Revised Contract Amount	<b>\$2,182,499.36</b>
Total % Increase/Decrease (Including Previous Change Orders)	<b>5.08%</b>

### E. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change will add the following time to the contract:

Original Contract Time (in days)	<b>304</b>
Total Contract Time Including Previous Change Orders (in days)	<b>292</b>
Increase/Decrease in Time from this Change Order (in days)	<b>43</b>
Revised Contract Time (in days)	<b>335</b>

### F. AGREEMENT

By the signatures below, duly authorized agent of the Town of Addison, TX and **JRJ Paving, L.P.**  
do hereby agree to append this Change Order Number **Three (3)** to the original contract between  
themselves, dated **February 19, 2007**

**JRJ Paving, L.P.**  
**2277 N. Masch Branch Road**  
**Denton, TX 76207**  
**Phone: (214) 466-8340**  
**Fax: (214) 466-8352**

\_\_\_\_\_  
Marty Murphy, JRJ Paving

\_\_\_\_\_  
John Birkhoff, P.E., Design Engineer

\_\_\_\_\_  
Aaron Russell, P.E., Project Manager

\_\_\_\_\_  
Nancy Cline, P.E., Director of Public Works

\_\_\_\_\_  
Randy Moravec, Director of Finance

\_\_\_\_\_  
Chris Terry, Assistant City Manager

Copies: Contractor (2)  
Department  
City Secretary  
Strategic Services Manager

Council Agenda: Agenda Date Nov. 27, 2007  
(if applicable) Item No. \_\_\_\_\_  
Approved \_\_\_\_\_

TOWN OF ADDISON, TEXAS

RESOLUTION NO. R07-026

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS ESTABLISHING A TRAVEL AND ENTERTAINMENT EXPENDITURE REIMBURSEMENT POLICY FOR PERSONS WHO ARE NOT MEMBERS OF THE CITY COUNCIL OR EMPLOYEES OF THE CITY; PROVIDING AN EFFECTIVE DATE.**

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

Section 1. There is hereby adopted a travel and reimbursement policy for persons who are not members of the City Council of the Town of Addison, Texas (the "City") or employees of the City, which policy is set forth in Exhibit A attached hereto and incorporated herein.

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

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this 27th day of November, 2007.

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

ATTEST:

By: \_\_\_\_\_  
Mario Canizares, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
John Hill, City Attorney

**ITEM #R18**

There are no Attachments for this Item.

**EXHIBIT A**  
**TO RESOLUTION NO. R07-026**

**Travel and Entertainment Expenditure Reimbursement Policy**  
**For Individuals Who are Not Members of the City Council**  
**or Employed by the Town of Addison**

- 1) Individuals appointed by the City Council to review, study, or develop initiatives affecting the Town of Addison may be reimbursed for travel or entertainment expenditures that are incurred in accordance with this policy. The Town is under no obligation to reimburse expenditures outside the scope of this policy and reserves the right to refuse reimbursement of expenditures for any reason.
- 2) This policy does not apply to Town employees or City Council members, or to individuals under contract to the Town for their services. Individuals under contract will be reimbursed for their expenses in accordance with the terms of the agreement enlisting their services.
- 3) No expenditures will be approved for reimbursement within the context of this policy prior to the City Council establishing a budget for travel and entertainment expenditures associated with a particular initiative or issue.
- 4) The City Council must approve in advance by name those individuals (other than Town employees, City Council members, and persons under contract) who are eligible to be reimbursed under the terms of this policy. The City Manager may substitute a person for a named individual in the event the named individual is unable to participate in the scheduled activities related to the initiative.
- 5) No individual may incur entertainment expenditures without the advance approval by the City Manager.
- 6) Citizen participation in activities related to city issues or initiatives is voluntary and the reimbursement of travel or entertainment expenditures does not in any way obligate the Town to compensate persons for their time spent on these initiatives.
- 7) The City Manager is responsible for the administration and proper enforcement of this policy.
- 8) Reimbursement of travel expenditures will be as follows:
  - a. Appointed individuals may be reimbursed for all conference registration fees and related expenses.
  - b. Travel expenses may be reimbursed as incurred. It is the responsibility of the traveler to select the least expensive and most expeditious form of travel to a particular location.
  - c. Public transportation expenses may be reimbursed as incurred or billed directly to the town.
  - d. Use of personal vehicle to travel to a particular destination may be reimbursed at the mileage rate allowed by the Internal Revenue Service as a mileage deduction. Reimbursement for actual miles driven as indicated by a vehicle's odometer may be made if such mileage does not exceed the total distance indicated on the mileage chart by more than five percent.
  - e. Expenses incurred for the rental of vehicles may be permitted if public transportation facilities are inadequate or are more expensive than the cost of vehicle rental.

- f. All lodging expenses (with the exception of meals, beverages, and non-essential items such as pay-per-view movies) may be reimbursed as incurred.
  - g. All travelers may be given a per diem meal allowance of \$40.00 for each full day spent on domestic travel. For partial days, reimbursement may be made as follows: breakfast--\$8.00; lunch--\$12.00; and dinner--\$20.00. An allowance may not be given for meals included as part of conference registration fees or for meals that have been paid by someone other than the traveler. For international travel, meals may be reimbursed as incurred in lieu of the meal allowance.
  - h. Receipts shall accompany all requests for reimbursement. Receipts are not required for meals purchased through the per diem allowance. In the event adequate documentation is not provided of expenses incurred during business travel, the City Manager may withhold a portion or all of reimbursement requested by a traveler.
- 9) Reimbursement of entertainment expenses will be as follow:
- a. Appointed individuals may be authorized to incur reasonable expenses to entertain guests for the sole purpose of conducting town business or promoting the interests of the town, provided approval has been received from the City Manager prior to the event.
  - b. Individuals are responsible for exercising discretion (i.e., having or showing discernment of good judgment in conduct) when incurring entertainment expenses.
  - c. Prior to receiving reimbursement of incurred expenses, the appointed individual shall explain the benefit the town received from the meeting or event at which entertainment expenses were incurred and the names of the persons entertained. Under no circumstances will reimbursement of entertainment expenses exceed \$100.00. Any expenses incurred by the individual in excess of this amount will be the sole obligation of the individual.
  - d. Receipts shall accompany all requests for reimbursement. In the event adequate documentation is not provided of expenses, the City Manager may withhold a portion or all of reimbursement requested by a traveler.

**ITEM #R18**

There are no Attachments for this Item.

**ITEM #ES1**

There are no Attachments for this Item.

**ITEM #R19**

There are no Attachments for this Item.