



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

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

AND / OR

WORK SESSION OF THE CITY COUNCIL

3:00 PM

JANUARY 12, 2010

TOWN HALL

5300 BELT LINE ROAD, DALLAS, TX 75254

WORK SESSION

Item #WS1 - Discussion regarding IBM Social Networking case study proposal for the Town of Addison.

Item #WS2 - Discussion regarding possible amendments to the Addison Sign Ordinance.

Attachment(s):

1. Cover Memo
 2. Working Copy of Sign Ordinance
-

Item #WS3 - Discussion regarding the proposed schedule for the Charter Review Commission.

Attachment(s):

1. Proposed Schedule
2. Current Roster of Members

Item #WS4 - Discussion regarding the findings of Gershman, Brickner & Bratton, Inc.'s (GBB) Comprehensive Solid Waste Collection and Recycling Study.

Attachment(s):

1. 2009-10 GBB Report
-

REGULAR SESSION

Pledge of Allegiance

Item #R1- Consideration of Old Business.
Introduction of Employees
Discussion of Upcoming Events

Item #R2- Consent Agenda.

#2a- Approval of the Minutes for:
December 1, 2009, Regular City Council Meeting and Work Session; and
December 8, 2009, Regular City Council Meeting and Work Session

#2b- Approval to reject all bids for Arapaho Road Bridge Painting, Bid #10-03.

#2c- Approval of the award of a bid in the amount of \$87,293.50 to Curtco, Inc., for joint and crack sealing on various roadways.

#2d- Approval of the award of a bid to Nortex Concrete Lift and Stabilization, Inc., in the amount of \$30,008.00 for raising and undersealing concrete pavement on Marsh Lane.

Item #R3 - Recognition of the Addison Police Department for the award of "Recognized Status" from the Texas Police Chiefs Association Foundation for compliance with the Texas Law Enforcement Agency Best Practices Recognition Program.

Item #R4 - Presentation by the Census 2010 Complete Count Committee on the Committee's efforts to get an accurate count of Addison residents for the 2010 Census.

Attachment(s):

1. Cover Memo

2. Census 2010 Complete Count Committee Roster

Item #R5 - Presentation, discussion and consideration of approval of the appointment of members to the Charter Review Commission.

Item #R6 - PUBLIC HEARING Case 1591-SUP/Tambu Restaurant. Presentation, discussion and consideration of approval of an ordinance amending an existing Special Use Permit for a restaurant, and an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, located at 4021 Belt Line Road, #109, on application from Tambu Restaurant, represented by Mr. Sean Preston of Acme Construction.

Attachment(s):

1. Docket Map, Staff Report with Commission Findings

City Manager Recommendation:

Administration recommends approval.

Item #R7 - PUBLIC HEARING Presentation, discussion and consideration of approval of a resolution to approve an application to the Texas Parks & Wildlife Department Small Community Park Grant Program.

Attachment(s):

1. Resolution

City Manager Recommendation:

Staff recommends approval.

Item #R8 - PUBLIC HEARING Presentation, discussion and consideration of approval of a resolution of the City Council of the Town of Addison, Texas, pledging funding in the amount of \$64,574.00 for the Greenhill Extension of the Redding Trail, in conjunction with an application to the 2009 Statewide Transportation Enhancement Program.

Attachment(s):

1. Cover Memo
2. Proposed Greenhill Extension Map
3. Proposed Resolution

City Manager Recommendation:

Administration recommends approval.

Item #R9 - Presentation, discussion and consideration of approval of a contract with Interprise Design for design services for leased space at the Village on The Parkway, 5100

Belt Line Road, Suite 430.

Attachment(s):

1. Interprise Proposal

City Manager Recommendation:

Staff recommends approval.

Item #R10 - Presentation, discussion and consideration of approval of an ordinance amending the Code of Ordinances by adding a new Section 54-4, making it an offense for any person to electioneer for or against any candidate or measure within certain public buildings owned by the Town.

Attachment(s):

1. Electioneering Ordinance

City Manager Recommendation:

Staff recommends approval.

Adjourn Meeting

Posted:

01-08-2010, 5:00PM Lea Dunn - City Secretary

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

Council Agenda Item: #WS1

AGENDA CAPTION:

Discussion regarding IBM Social Networking case study proposal for the Town of Addison.

FINANCIAL IMPACT:

This is a budgeted item.

BACKGROUND:

Discussion regarding IBM Social Networking case study proposal for the Town of Addison.

RECOMMENDATION:

COUNCIL GOALS:

Provide Superior Public Safety, Customer Service, Social and Health Services to the Community, Conduct the Business of the Town in a Fiscally Responsible Manner, Continue to Attract Visitors, Provide Quality Leisure Opportunities

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #WS2

AGENDA CAPTION:

Discussion regarding possible amendments to the Addison Sign Ordinance.

FINANCIAL IMPACT:

No Financial impact

BACKGROUND:

The Sign Ordinance, which regulates all commercial signs in Addison , was adopted by the Council in 1982. It has been revised from time to time to amend certain sections, but for the most part, the 1982 ordinance remains intact. The Council has wanted to revisit the ordinance for some time.

RECOMMENDATION:

COUNCIL GOALS:

Provide For A Diversified Business Climate, Continue to Attract Visitors

ATTACHMENTS:

Description:

- [Cover Memo](#)
- [Working Copy of Sign Ordinance](#)

Type:

- Cover Memo
- Backup Material

DATE SUBMITTED: 12-16-09
FOR COUNCIL MEETING: 01-12-2010

Council Agenda Item: _____

SUMMARY:

Discussion and consideration of Amendments to the Town's Sign Ordinance

FINANCIAL IMPACT:

None

BACKGROUND:

The Sign Ordinance, which regulates all commercial signs in Addison, was adopted by the Council in 1982. It has been revised from time to time to amend certain sections, but for the most part, the 1982 ordinance remains intact. The Council has wanted to revisit the ordinance for some time.

The Ordinance is enforced by all members of the Development Services Department, but it administered and interpreted by Lynn Chandler, the Building Official.

The staff has provided a "red-lined" version of the sign ordinance which incorporates some amendments the staff is proposing. Most notably are the amendments for the regulation of Political Signs. In addition the staff is proposing to add the "Chandler Scale", a measurement the staff currently uses to allow increased letter height for increased distance from the right-of-way, to the standard ordinance. It is also proposing some minor changes to help with interpretation and enforcement.

The staff has furnished a copy with the changes highlighted, and a few lines underneath each section so that the Council can make notes on the various sections.

RECOMMENDATION:

The staff would like to put this item on as a work session for the Council on January 12, 2010.

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING CHAPTER 62, SIGNS, OF THE CODE OF ORDINANCES OF THE TOWN BY (1) AMENDING SECTIONS 62-1 (DEFINITIONS), 62-99 (LICENSE, INSURANCE OR BOND REQUIRED), 62-163 (ATTACHED SIGNS, AREA), 62-186 (DETACHED SIGNS, MONUMENT SIGNS), 62-208 (REAL ESTATE/LEASING SIGNS), 62-209 (REAL ESTATE DIRECTIONAL SIGNS), 62-246 (TEMPORARY BANNER SIGNS), 62-247 (POLITICAL SIGNS), 62-271 (ANIMATION PROHIBITED), 62-279 (TEMPORARY REAL ESTATE DIRECTIONAL SIGNS), 62-281 (SIGNS IN RIGHT-OF-WAY), (2) ADDING NEW SECTIONS 62-35 (VIOLATIONS, PENALTIES), 62-146 (WINDOW SIGNS), 62-147 (SPECIAL EVENT BANNERS), 62-270 (OUTLINE AND SKELETON LIGHTING), AND A NEW ARTICLE VI (SPECIAL DISTRICTS), AND (3) DELETING SECTION 62-164 (WINDOW SIGNS); PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS FOR ANY OFFENSE, AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas (the “City”) desires to amend certain provisions of Chapter 62 of the City’s Code of Ordinances relating to and regarding signs within the City; and

WHEREAS, the amendments set forth in this Ordinance to Chapter 62 are pursuant to investigation and analysis by the City, and are with a view of and to further the purposes and objectives set forth in Section 62-2 of the Code, including to promote the health, safety, welfare, convenience and enjoyment of the public, including among other things to promote the efficient transfer of information in sign messages and to protect the public welfare and to enhance the appearance and economic value of the landscape, and such amendments are to facilitate the avoidance of visual clutter that is potentially harmful to traffic and pedestrian safety, property values, business opportunities, and community appearance, and are to comply with applicable State law; and

WHEREAS, the City is authorized to provide for regulation of signs pursuant to State law, including, among others, Section 51.001, Tex. Loc. Gov. Code (authorizing a municipality to adopt an ordinance, rule or police regulation that is for the good government, peace, or order of the municipality or for the trade and commerce of the municipality) and Section 216.901 Tex. Loc. Gov. Code (authorizing a home rule municipality to license, regulate, control or prohibit the erection of signs or billboards), and pursuant to its authority as a home rule city under Article 11, Section 5 of the Texas Constitution and its Home Rule Charter; and

WHEREAS, the adoption of this Ordinance and the amendments set forth herein are for and in the best interests of the health, safety and welfare of the City and its citizens.

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

Section 1. Incorporation of Recitals. The above and foregoing recitals and premises to this Ordinance are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Amendment. The Code of Ordinances of the Town of Addison, Texas (the “City”) is hereby amended by amending certain sections and provisions of Chapter 62, Signs, thereof as set forth in Exhibit A attached hereto and incorporated herein for all purposes, and all other chapters, articles, sections, subsections, sentences, phrases and words of the said Code of Ordinances are not amended hereby.

Section 3. Savings; Repealer. This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance. Provided, however, that the repeal of such ordinances or parts of such ordinances, and the amendments and changes made by this Ordinance, shall not affect any right, property or claim which was or is vested in the City, or any act done, or right accruing or accrued, or established, or any suit, action or proceeding had or commenced before the time when this Ordinance shall take effect; nor shall said repeals, amendments or changes affect any offense committed, or any penalty or forfeiture incurred, or any suit or prosecution pending at the time when this Ordinance shall take effect under any of the ordinances or sections thereof so repealed, amended or changed; and to that extent and for that purpose the provisions of such ordinances or parts of such ordinances shall be deemed to remain and continue in full force and effect.

Section 4. Penalty. It shall be unlawful for any person, firm, corporation, or other business entity to violate any provision of this Ordinance, and any person, firm, corporation, or other business entity violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount of not more than Five Hundred and No/100 Dollars (\$2,000.00), and a separate offense shall be deemed committed each day during or on which a violation or failure occurs or continues.

Section 5. Severability. The provisions of this Ordinance are severable, and if any section or provision of this Ordinance or the application of any section or provision to any person, firm, corporation, entity, situation or circumstance is for any reason adjudged invalid or held unconstitutional by a court of competent jurisdiction, the same shall not affect the validity of any other section or provision of this Ordinance or the application of any other section or provision to any other person, firm, corporation, entity, situation or circumstance, and the City Council declares that it would have adopted the valid portions of this Ordinance adopted herein without the invalid or unconstitutional parts and to this end the provisions of this Ordinance adopted herein shall remain in full force and effect.

Section 5. Effective Date. This Ordinance shall become effective from and after its passage and approval and its publication as may be required by law (including, without limitation, the City Charter and the ordinances of the City).

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this _____ day of _____, 2009.

Joe Chow, Mayor

ATTEST:

By: _____
Lea Dunn, City Secretary

APPROVED AS TO FORM:

By: _____
John Hill, City Attorney

EXHIBIT A
TO ORDINANCE NO. _____

Chapter 62, Signs, of the Code of Ordinances (the “Code”) of the Town of Addison, Texas is hereby amended by amending various sections of the said Code as set forth below and as follows (additions are underlined; deletions are ~~struck-through~~):

A. Section 62-1 of the Code is amended to read as follows:

Section 62-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animation means copy or other images that flash or move or otherwise change.

Banner means a temporary sign containing a worded message or graphic image composed of lightweight material secured or mounted so as to allow movement caused by wind.

Building means a structure which has a roof supported by columns, walls or air for the shelter, support or enclosure of persons, animals or property.

Code enforcement administrator means the person appointed by the city manager as the code enforcement administrator or his designee.

Commercial Message means a message placed or caused to be placed before the public by a person or business enterprise directly involved in the manufacture or sale of the products, property, accommodations services, attractions, or activities or possible substitutes for those things which are the subject of the message and that:

- (1) Refers to the offer for sale or existence for sale of products, property, accommodations, services, attractions, or activities; or
- (2) Attracts attention to a business or to products, property, accommodations, services, attractions, or activities that are offered or exist or sale or for hire.

Copy means letters, characters, illustrations, logos, graphics, symbols, writing or combination thereof, designed to communicate information of any kind, or to advertise, announce the purpose of, or identify the purpose of a person or entity, or to identify or advertise a business or business product, or to advertise the sale or lease of a premises.

Effective area means the area enclosed by drawing a rectangle of horizontal and vertical lines which fully contain all extremities of the sign drawn to scale, including architectural

design elements such as decorative bordering, but exclusive of the sign supports. The measurements is to be calculated from the viewpoint which gives the largest rectangle of that kind as the viewpoint is rotated horizontally around the sign.

Facade means any separate face of a building, including parapet walls and omitted wall lines, or any part of a building oriented in the same direction, or in directions within 45 degrees of one another, they are to be considered as part of a single facade.

Luminescent gaseous tubing means exposed tubes used in or as signs and which contain luminescent inert gases including, but not limited to, neon, argon and krypton.

Noncommercial Message means any message that is not a commercial message.

Premises means a lot or tract, or a combination of contiguous lots or tracts if the lot or tract, or combination, is under single ownership and is reflected as a single premises in the plat records of the town.

Responsible party means the owner, operator, occupant, employee or other person working at, employed by, responsible for, or in charge of the premises at issue, and includes the name of the advertiser or other person whose name appears on the sign.

Sign means any device, flag, light, figure, picture, letter, word, message, symbol, plaque or poster visible from outside the premises on which it is located and designed to inform or attract the attention of persons not on the premises.

Sign, attached means any sign attached to, applied on or supported by any part of a building (such as a wall, roof, window, canopy, awning, arcade or marquee) which encloses or covers usable space.

Sign, detached means any sign connected to the ground which is not an attached sign, including signs on movable objects, but excluding signs on vehicles which are moving or are parked only temporarily, incidental to their principal use for transportation.

Sign device means any flag, banner, pennant, streamer or similar device that moves freely in the wind. Balloons inflated by any means, secured or unsecured, are considered to be sign devices. All sign devices are considered to be signs, and are regulated and classified as attached or detached by the same rules as other signs.

Sign erector means a person who is hired to install, construct, erect or repair such sign in the town, and his employees, representatives and subcontractors.

Sign, meritorious exception means any sign which fails to conform to all applicable regulations and restrictions of this Code and for which a special permit has been issued.

Sign, monument means a freestanding sign having a low profile and made of stone, concrete, metal, routed wood planks or beams, brick or similar materials, including individual lettering, which repeat or harmonize with the architecture of the establishment it serves.

Sign, movement control means a sign which directs vehicular or pedestrian movement within or into the premises on which the movement control sign is located.

Sign, nonpremises means any sign which is not a premises sign.

Sign, political means any type of nonpremises sign which refers only to the issues or candidates involved in a political election, or which contains primarily a political message.

Sign, portable means a sign which is easily moved from one location to another, including signs which are mounted on skids, trailers, wheels, legs or stakes, and which is not fixed permanently to the ground, and which is not an attached sign, political sign, *or* a sign which refers solely to the sale or lease of the premises.

Sign, premises means any sign the content of which relates to the premises on which it is located referred exclusively to the name, location, products, persons, accommodations, services or activities of or on those premises, or the sale, lease or construction of those premises.

Sign, protective means any sign which is commonly associated with safeguarding the permitted uses of the occupancy, including, but not limited to, "bad dog," "no trespassing," and "no solicitors."

Sign support means any pole, post, strut, cable or other structural fixture or framework necessary to hold and secure a sign, providing that such fixture or framework is not imprinted with any picture, symbol or word using characters in excess of one inch in height, or is internally or decoratively illuminated.

Sign, vehicular means any sign on a vehicle.

Sign, window means any sign located on or within eight feet of an exterior window.

Special district means those areas described in ARTICLE VI.

Special event means events which are sponsored in whole or in part by the town and include only: Taste of Addison, Kaboom Town, Oktoberfest, and other events as designated by the city council.

Visibility triangle means a triangle sight area, at all intersections, which shall include that portion of public right-of-way and any corner lot within the adjacent curblines and a diagonal line intersecting such curblines at points 35 feet back from their intersection.

Zoning district, business means any zoning district designated by the comprehensive zoning ordinance of the town as LR, C-1, C-2, I-1, I-2, I-3, MXR,UC. Any planned development district is also included in this list, unless specifically excluded by its provisions.

Zoning district, nonbusiness means any zoning district not designated as a business district.

- B. A new Section 62-35 is added to the Code to read as follows:

Sec. 62-35 Violations.

It shall be unlawful for any person to intentionally or knowingly violate any term or provision of this chapter; however, this shall not include the failure of a town officer or town employee to perform an official duty unless it is specifically provided in this chapter that the failure to perform the duty is unlawful. Any person violating any of the terms or provisions of this chapter shall be subject to a fine, upon conviction, in an amount not to exceed five hundred dollars (\$500.00), and each and every day of continuation of such violation shall constitute a distinct and separate offense.

A person is responsible for a violation of this Ordinance if the person is: (1) the holder of a permit issued under this chapter, or the owner, agent, or person(s) having the beneficial use of a sign that violates any provision of this chapter, (2) the owner of the land or structure on which the sign is located, or (3) the person in charge of erecting the sign.

- C. Section 62-99 of the Code is amended to read as follows:

Sec. 62-99. Insurance or bBond required.

No license for the installation, erection, relocation and maintenance of signs shall be issued to any person until such person has provided proof of general liability insurance covering the work to be performed pursuant to the license in the amount of at least one hundred thousand dollars (\$ 100,000.00) or filed with the building official, or his designee, a \$5000.00 surety bond in favor of the town as the beneficiary thereof, and shall be conditioned for the installation and erection of signs in accordance with the ordinances of the town, for any and all damages or liability which may accrue against it by reason of faulty installation, erection, demolition, repair, removal, or defects in, or collapse of, any signs, for a period of one year after erection and for such period of time that such sign is maintained or serviced by or under the direction of the make of such bond. Such bond shall further provide for the indemnification of any person who shall, while upon public property or in any public place, incur damage for which the principal named in the bond is legally liable.

D. Section 62-143 is amended to read as follows:

Section 62-143. Single-family or duplex residential premises.

A single-family or duplex residential premises may display one detached, nonilluminated sign which may advertise a garage sale on the premises or refer to the sale or lease of the premises. The sign shall not exceed three square feet. All detached special purpose ~~and political~~ signs must conform to all the restrictions set forth in this chapter. Except as provided in Section 62-247, all political signs must comply with the provisions set forth in this chapter.

E. A new Section 62-146 is added to the Code to read as follows:

Section 62-146. Window signs.

(a) Signs in windows facing public rights-of-way are limited to ten percent of the window area per façade.

(b) The outlining of a window on two or more of any sides with lighting, gaseous tubing, or similar means shall constitute 100 percent of the total window area as a sign.

E. A new Section 62-147 is added to the Code to read as follows:

Sec. 62-147. Special event banners.

Any premises or any nonresidential occupancy may display banner signs containing a message directly relating to a special event provided, however, that such banners may be displayed no more than 14 days prior to the special event and must be removed within two days after the conclusion of the special event. The size of the banner is limited to 50 square feet and at least one-half the banner shall contain a message relating to the special event.

F. Section 62-163 of the Code is amended to read as follows:

Sec. 62-163. Area.

Total effective area of attached signs shall not exceed the following schedules:

(1) On an attached sign located at a height of up to 36 feet, the effective area is limited to one square foot of sign area for each linear foot of building frontage not to exceed 100 square feet

(2) An attached sign located at or exceeding a height of 36 feet shall be permitted an increase in maximum effective area. Such increases shall not exceed four square feet in

effective area for each additional one foot of height above 36 feet measured from the base of the sign to the building grade.

(3) Attached signs may be located on each facade; however, the sum of the effective area of all attached signs shall not exceed twice the allowable effective area as specified in subsections (1) and (2) of this section.

(4) Buildings with four or more stories in height may have not more than two attached signs per facade provided that:

a. Each sign is designated for a separate tenant.

~~b. One sign must be located on or near the uppermost story of the building, while the second sign is to be located on the first or ground level floor.~~

~~c. Signs may be no closer than 30 feet apart.~~

~~cd. The combined effective square footage of both signs may not exceed twice the allowed effective square footage as specified in subsections (1) and (2) of this section.~~

(5) Maximum letter/logo height of attached signs shall not exceed twice the allowable effective area as specified in subsections (1) and (2) of this section. Maximum letter/logo height of attached signs shall be determined by ~~the following~~ Schedule A or Schedule B as follows:

Schedule A:

<u>Sign Height Above Grade (feet)</u>	<u>Maximum Letter/Logo Height (inches)</u>
0 - 36	16
37 - 48	36
49 - 100	48
101 - 150	60
151 and up	72

Schedule B:

<u>Horizontal Distance of Sign From Street Curb (feet)</u>	<u>Maximum Letter/Logo Height (inches)</u>
<u>100 - 149</u>	<u>24</u>
<u>150 - 199</u>	<u>27</u>
<u>200 - 249</u>	<u>30</u>
<u>250 - 299</u>	<u>33</u>

<u>300 - 349</u>	<u>36</u>
<u>350 - 399</u>	<u>42</u>
<u>400 - 449</u>	<u>48</u>
<u>450 - 499</u>	<u>54</u>
<u>500 - 549</u>	<u>60</u>
<u>550 - 599</u>	<u>66</u>
<u>600 - 649</u>	<u>72</u>
<u>650 - 699</u>	<u>78</u>
<u>700 - 749</u>	<u>84</u>
<u>750 - 799</u>	<u>90</u>
<u>800 and up</u>	<u>96</u>

a. Letter heights in excess of ~~96~~72 inches must be approved by the city council.

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

(6) Copy on awnings is allowed in accordance with the above regulations for area and letter height. For back-lit awnings, the area of the sign shall be based on the area of the awning that is back-lit or illuminated.

G. Section 62-164 of the Code is deleted in its entirety:

~~Section 62-164. Window signs.~~

~~(a) Signs in windows facing public rights of way are limited to ten percent of the window area per facade.~~

~~(b) The outlining of a window on two or more of any sides with lighting, luminescent gaseous tubing, or by any similar means shall constitute 100 percent of the total window area as a sign.~~

H. Section 62-186 of the Code is amended to read as follows:

Section 62-186. Monument signs.

Monument signs shall be built on a monument base as opposed to a pole base with no separation between the base of the sign and natural grade. A monument sign contains only the name, logo, address and product or service of the establishment. No advertising or promotional information is permitted thereon. Such sign may be single- or double-faced. Plastic faces may be used on monument signs provided only the letters, numbers or

logo elements emit light. The monument sign shall be located on site and a minimum of 20 feet from the back of the curb. Such signs shall be constructed as follows:

(1) The sign with base shall not exceed six feet in overall height above the natural or average grade and the actual sign face shall not exceed 48 square feet in area per side.

(2) Multitenant monument signs shall not exceed eight feet in overall height above the natural grade, the actual sign face shall not exceed 72 square feet in area per side, and no single tenant shall occupy more than 36 square feet of sign area per side. ~~For real property abutting Dallas Parkway: The sign with base shall not exceed eight feet in overall height above the natural grade, the actual sign face shall not exceed 72 square feet in area per side, and the sign shall be located within 50 feet of Dallas Parkway.~~

I. Section 62-208 is amended to read as follows:

Section 62-208. Real estate/leasing signs.

Permission is granted to property owners for the erection of a sign to advertise the sale, lease or rent of the property or undeveloped land on which the sign is located. Real estate signs must be spaced at least 50 feet apart, and there may be no more than four such signs per lot. Such signs shall not be placed on utility or light poles, public or private. Signs shall be constructed as follows:

(1) *Permanent real estate/leasing signs:*

- a. Maximum 36 sq. ft. metal panel sign face.
- b. Minimum 3" steel square tube supports.
- c. Steel supports to be painted Pantone 404(C).
- d. Maximum height 16'.
- e. Minimum 20' behind street curb.
- f. Observe 35' visibility triangle.

(2) *Temporary real estate/leasing signs:*

- a. Maximum 36 sq. ft. sign face.
- b. Maximum height 16'.
- c. Minimum set back from street curb as set forth in section 62-184 of the Code of Ordinances of the Town.

- d. Observe 35' visibility triangle.
- e. The permit shall be renewed every 12 months. Prior to the issuance of the permit and any renewal thereof the sign shall be subject to inspection and approval to insure compliance with all ordinances of the Town of Addison.

~~(3) — Dallas Parkway real estate/leasing signs:~~

- ~~a. — Maximum 108 sq. ft. sign face.~~
- ~~b. — Maximum total square footage of the four allowed signs 144 sq. ft.~~
- ~~c. — Minimum set backs from street curb as set forth in section 62-184 of the Code of Ordinances of the Town. Signs exceeding 36 sq. ft. shall be located within 50 feet of Dallas Parkway.~~
- ~~d. — Observe 35' visibility triangle.~~
- ~~e. — The permit shall be renewed every 12 months. Prior to the issuance of the permit and any renewal thereof the sign shall be subject to inspection and approval to insure compliance with all ordinances of the Town of Addison.~~

J. Section 62-209 is amended to read as follows:

Section 62-209. Real estate directional signs.

Off-premises real estate directional signs are prohibited except as follows:

Single family detached real estate directional signs may be erected after 12:00 PM on Friday but shall be removed no later than 8:00 AM the following Monday.

K. Section 62-246 is amended to read as follows:

Section 62-246. Temporary banner signs; prohibited, exceptions.

Temporary banner signs are prohibited in all zoning districts in the town except for the following:

- ~~(1) — Any premises or any nonresidential occupancy may display one banner sign announcing a grand opening of a new business. Display of such sign is limited to a maximum of 60 days per opening. The privilege to begin display of such sign expires six months after the issuance of a certificate of occupancy. Use of grand opening signs only apply to new ownership. Size of banner is limited to 50 square feet with at least one-half of all readable copy stating "Grand Opening" or "Now Open."~~

~~(2) Any premises or any nonresidential occupancy may display banner signs containing a message directly relating to a special event provided, however, that such banners may be displayed no more than 14 days prior to the special event and must be removed within two days after the conclusion of the special event.~~

L. Section 62-247 is amended to read as follows:

Section. 62-247. Political signs—~~Use during election period.~~

(a) A political sign that conforms to the provisions of this section is permitted. For a political sign, no permit shall be required and no fee shall be required for the sign to be placed.

(b) A political sign that is permitted by subsection (a) of this section must:

(1) be located on private real property with the consent of the property owner;

(2) not have an effective area greater than 36 square feet;

(3) not be more than eight feet in height;

(4) not be illuminated;

(5) not have any moving elements.

(c) For purposes of this section, “private real property” does not include real property subject to an easement or other encumbrance that allows a municipality, including the town, to use the property for a public purpose.

(d) This section does not apply to a sign, including a billboard, that contains primarily a political message on a temporary basis and that is generally available for rent or purchase to carry commercial advertising or other messages that are not primarily political.

(e) Subject to the provisions of this subsection, a political sign which refers only to an issue or candidate involved in a political election may be located within a public street right-of-way not more than 30 days prior to the date of the election to which the sign relates, and must be removed not later than two (2) days following the date of the election. A political sign so placed in the public right-of-way shall:

(1) be placed at least three (3) feet from the edge of the pavement of the public street right-of-way;

(2) not extend over any public sidewalk or path;

(3) not exceed 12 square feet in area nor four (4) feet in height;

~~(4) not be placed within a street or roadway median or block vehicular visibility. Political signs may be erected for a period of 30 days prior to any election and shall remove the signs within two days after the election.~~

~~(1) Political signs on any property are limited to one grouping, and limited to the number of candidates and propositions on the election ballot.~~

~~(2) Persons wishing to place political signs on commercial property must have written property owner's approval on file with the code enforcement administrator prior to placement of signs.~~

~~(3) Persons wishing to place political signs on multifamily property must have written approval of the property manager or homeowner's association on file with the code enforcement administrator prior to placement of signs.~~

~~(4) For purposes of this section, "grouping" is defined as an area not exceeding 100 square feet and contained within the same lot.~~

~~(5) There is no limitation placed on the total number of standard-sized political signs within the town, defined as no greater than three square feet. However, only three signs larger than standard-sized political signs are allowed per candidate within the town, with the maximum size of any such sign being 24 square feet.~~

M. A new Section 67-270 is added to the Code to read as follows:

Sec. 62-270 Outline and skeleton lighting.

Luminaries of any type that outline the elements of a building façade are prohibited.

N. Section 67-271 of the Code is amended to read as follows:

Section 62-271. Animation prohibited.

No sign shall be erected or altered to include animation, parts which move, or flashing or blinking lights which may be distracting to motorists. This prohibition does not include time and temperature signs. Signs that have copy that changes, moves, flashes, or blinks in no less than 20 minute intervals shall not be considered as animated.

O. Section 67-279 of the Code is amended to read as follows:

Section 62-279. Temporary real estate directional signs.

Off-premises temporary real estate directional signs are prohibited except as follows:

Single family detached real estate directional signs may be erected after 12:00 PM on Friday but shall be removed no later than 8:00 AM the following Monday.

P. Section 67-281 of the Code is amended to read as follows:

Sec. 62-281. Signs in rights-of-way.

Except as permitted by Section 62-247, nNo sign shall be erected or affixed within or project over any public right-of-way or across the public right-of-way line extended across a railroad right-of-way line or extended across a railroad right-of-way. No sign shall be erected closer than ten feet from the existing public right-of-way except as otherwise authorized by this chapter.

Q. A new Article VI to Chapter 62 of the Code is added to the Code to read as follows:

ARTICLE VI. SPECIAL DISTRICTS

Section 62-289 Generally.

Signs may be erected as permitted in the special districts as follows:

A. Addison Town Center (being that area to which Ordinance No. 094-069, adopted October 11, 1994, applies):

Signs shall be permitted under either the A or B size option listed below:

1. One sign per facade not to exceed 100 square feet, maximum square footage shall be 1.5 times the length of facade, maximum letter height to be 24 inches for all letters, maximum width of sign to be 75% of width of facade;

2. One sign allowed per 20 feet of linear frontage, maximum square footage of sign to be 3.5% of square footage of facade, maximum letter height to be 6 feet for all letters.

B. Village on the Parkway (being that area to which Ordinance No. 096-022, adopted June 11, 1996, applies):

Detached signs, directional signs and attached tenant signs shall comply with the standards listed below and Figures 62-289.2.1, 62-289.2.2, 62-289.2.3, and 62-289.2.4.

STANDARDS FOR ATTACHED TENANT SIGNS

Item

Major Anchors

Signs Per Façade

One per 60 linear feet, with a maximum of 3 signs

<u>Maximum Projections From Building Face</u>	<u>18 inches</u>
<u>Projections Above Roof Line Permitted</u>	<u>No</u>
<u>Copy on Awnings Permitted</u>	<u>No</u>
<u>Sign Area</u>	<u>One (1) sq. Ft. of sign area for each linear foot of building frontage up to a maximum of 250 square feet of total sign area, with no individual sign over 100 sq. ft. permitted</u>
<u>Maximum Letter Height</u>	<u>24 inches; 50% of the letters may be 30 inches; logos shall be counted as letters</u>
<u>Window Signs</u>	<u>Limited to 10% of the window area per facade</u>
<u>Animation Permitted</u>	<u>No</u>
<u>Interchangeable Copy Permitted</u>	<u>No</u>
<u>Blade Signs Permitted</u>	<u>Yes</u>
<u>Blade Sign Criteria</u>	<u>Maximum 4 foot projection from building face, with a maximum height above the sidewalk of 10 feet</u> <u>Sign area is limited to six (6) square feet, with a maximum size of two (2) feet by three (3) feet; one blade sign per</u> <u>???? .</u>

C. Addison Circle (being that area to which Ordinance No. 097-010, adopted March 25, 1997, applies):

1. Signs may project above the roof line, be placed perpendicular to the building, be palced on poles and in the city right of way in accordance with Figures 62-289.3.A.1, 62-289.3.A.2 62-289.3.A.3, 62-289.3.A.4, and 62-289.3.A.5.

2. Portable signs do not need a permit but shall comply with the following:

(a) Each commercial occupancy shall be allowed not more than one portable sign, which shall be located within the public sidewalk adjacent to the occupancy.

(b) A minimum of four feet of clear sidewalk shall be maintained at all times.

(c) Signs shall be constructed as shown in Figure 62-289.3.B.

D. Addison Walk Shopping Center (being that area to which Ordinance No. 004-002, adopted January 13, 2004, applies):

Blade signs, premise signs on building facades and two multi tenant pole signs may be constructed in accordance with Figures 62-289.4.1, 62-289.4.2, 62-489.4.3, and 62-289.4.4.

E. Inwood Quorum Village (being that area to which Ordinance No. 006-037, adopted August 22, 2006, applies):

Attached signs with letter heights of 24 inches and 30 inches may be constructed in accordance with Figure 62-289.5

F. Dallas Parkway.

1. Monument signs for real property abutting Dallas Parkway may be constructed as follows:

The sign with base shall not exceed eight feet in overall height above the natural grade, the actual sign face shall not exceed 72 square feet in area per side, and the sign shall be located within 50 feet of Dallas Parkway.

2. Real estate/leasing signs may be constructed as follows:

(a) Maximum 108 square feet in area.

(b) Maximum total square footage of the four allowed signs 144 square feet.

(c) Minimum set backs from street curb as set forth in Sec. 62-184 of the Code of Ordinances of the Town. Signs exceeding 36 square feet shall be located within fifty (50) feet of Dallas Parkway.

(d) Observe 35 foot visibility triangle.

(e) The permit shall be renewed every twelve months. Prior to the issuance of the permit and any renewal thereof the sign shall be subject to inspection and approval to insure compliance with all ordinances of the Town of Addison.

Council Agenda Item: #WS3

AGENDA CAPTION:

Discussion regarding the proposed schedule for the Charter Review Commission.

FINANCIAL IMPACT:

No budget impact

BACKGROUND:

The staff has prepared a proposed schedule for meetings of the Charter Review Commission, and subsequent meetings of the City Council.

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

- [Proposed Schedule](#)
- [Current Roster of Members](#)

Type:

Backup Material
Backup Material

Charter Review Commission Process

Date	Task	Group
January 12, 2010	Appoint final members to Charter Review Commission	City Council
January 15, 2010	Letter goes out from Mayor to each appointee advising them of task and schedule	Mayor Chow, staff
February 3, 2010	Initial meeting and charge to Commission Election of Chair and Vice Chair	Charter Review Commission
February 10, 2010	Second Commission meeting, first public hearing on Charter issues	Charter Review Commission
February 24, 2010	Third Commission meeting, second public hearing on Charter issues	Charter Review Commission
March 10, 2010	Fourth Commission meeting	Charter Review Commission
March 31, 2010	Fifth Commission meeting	Charter Review Commission
April 14, 2010	Final Public Hearing and adoption of Final Report to the Council	Charter Review Commission
April 27, 2010	Presentation of Report to Council	Charter Review Commission City Council
June 8, 2010	Council work session on Commission Report	City Council
June 22, 2010	Council work session on Commission Report	City Council
July 13, 2010	Final discussion and decision on Commission Report	City Council
IF THE COUNCIL DECIDES TO HOLD AN ELECTION:		
August 10, 2010	Recommended date to order election including amendments to be voted on	City Council
August 24, 2010	Last day authorized by statute to order the election.	City Council
October 18, 2010	First Day of Early Voting by Personal Appearance	Addison Voters
October 29, 2010	Last Day of Early Voting by Personal Appearance	Addison Voters
November 2, 2010	Date of Charter Election	Addison Voters
November 9, 2010	Results of election are canvassed at Regular Council meeting.	City Council

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Council Agenda Item: #WS4

AGENDA CAPTION:

Discussion regarding the findings of Gershman, Brickner & Bratton, Inc.'s (GBB) Comprehensive Solid Waste Collection and Recycling Study.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

Take actions to make Addison a leader in sustainable development and operations that protect and enhance the Town's quality of life

ATTACHMENTS:

Description:

[2009-10 GBB Report](#)

Type:

Exhibit



MEMO

To: Ron Whitehead, City Manager

**From: Randy Moravec, CFO
Lauren Clark, Assistant to the Public Works Dir.**

**Re: Thoughts Regarding GBB Draft Report on
Comprehensive Solid Waste Collection and
Recycling Program**

Date: January 5, 2010

In response to your request, the following are our thoughts regarding the recommendations that were developed from GBB's analysis of the Town's ability to provide recycling services to Addison businesses and apartments. Before addressing the individual recommendations, it is important to understand the context of the GBB study. Early in 2008, the Council expressed its desire for the Town to pursue and adopt policies related to sustainability, particularly policies that encouraged conservation of resources. In April of that year Chris Terry published a white paper on sustainability issues and the council subsequently adopted the following goal, which is included in the Town's budget document: *"Take actions to make Addison a leader in sustainable development and operations that protect and enhance the Town's quality of life."* In keeping with this goal, in September 2008, the Town contracted with GBB to perform an evaluation of the Town's recycling efforts. Recycling is perceived to be a sustainable practice because it allows for reduced consumption of natural resources (e.g. trees for paper) and diverts garbage from landfills, thereby extending their useful lives. GBB concluded that although the Town provides recycling services for its single-family residents, Addison's businesses and apartments have very limited, almost nonexistent, recycling programs in place. Following presentation of their report, the Council approved in June 2009 a contract with GBB to conduct an analysis of businesses and apartments to determine their receptiveness to a comprehensive solid waste collection and recycling program that would expand recycling to these segments of the community.

A comprehensive program would entail having only one provider for all solid waste and recycling collection. There are several reasons for having only one provider.

1. Having only one provider will allow economies of scale that should translate to lower collection rates for Addison businesses.
2. Lower rates would allow for the Town to subsidize the cost of instituting recycling programs. Assuming there is no value to the commodities that are collected in a recycling program (e.g. paper, aluminum, plastic, etc.), the cost of collecting recycled materials is estimated to be \$50 per ton compared to the \$20 per ton cost of garbage collection and disposal.
3. Lower rates would allow for the Town to hire one or two people specifically for the purpose of administering the Town's various sustainable/conservation programs. These employees would also advise businesses on the optimal size and frequency of collection to minimize their costs.
4. With one provider, the Town can implement standardized collection/recycling rates and enforce quality of service standards.

5. The Town can design and distribute customized containers, thereby assisting with the Town's branding efforts.
6. A sole provider is the option selected by the cities of Plano and Frisco, who have among the best recycling programs in the region. The City of Farmers Branch has also recently adopted this option.

GBB's draft report reflects that community receptiveness to a comprehensive program is pretty much evenly split between those who desire the Town's involvement in this endeavor (41%), those who are opposed to the Town's involvement (30%) and those who have not formed an opinion on the matter (29%). In our opinion, from reading the comments of people who participated in the online survey and those in the focus groups, those opposing the Town's involvement are much more zealous in their position than those favoring Town involvement. Opposition to the Town's desire to implement a comprehensive program exists even with the assumption that costs of collection will be less with a single solid waste collection / recycling provider. Opposition to the program, even at this nascent stage, may overwhelm any desire for the Town to pursue sustainable initiatives.

Included with this memo is a table that summarizes GBB's recommendations and provides our perspective on those recommendations.

Staff Recommendations to GBB Recycling Study

January 5, 2010

GBB RECOMMENDATION	STAFF RECOMMENDATION
R-1 The Town should provide immediate assistance for businesses, organizations and multifamily complexes to establish recycling programs.	Staff agrees with recommendation provided resources are allocated to support this expanded service. Staff can work to set up a 1-2-3 step program that gives businesses an easy way to begin a recycling program.
R-2 Make the Town's website a recycling resource for businesses, organizations and multifamily complexes.	Staff agrees with recommendation provided resources are allocated to support this expanded service. Staff can work to make the Town's website and Addisongreen website more user-friendly regarding recycling information.
R-3 Involve business, organization and multifamily solid waste managers in the decision-making process for the proposed new system by forming a business/organization/multifamily advisory committee.	Staff agrees with recommendation. The Town will get the most user buy-in if an advisory committee guides the process. There is the caveat that a committee will add time to the selection process and the recommendations of the committee will likely not be unanimous and may be counter to management or council direction on this issue.
R-4 Consider a transition to a closed market system with no more than three franchised trash collectors.	Staff disagrees with recommendation. If we move to a closed market system, staff recommends only one provider that will produce the economies of scale needed to fund the recycling and other sustainable/conservation programs.
R-5 Incorporate billing, reporting, and container requirements into franchise hauler(s) RFP.	Staff agrees with recommendation. Should Council decide to go towards a closed market system, the RFP will reflect the appropriate changes.
R-6 Make recycling mandatory for businesses, organizations and multifamily complexes.	Staff agrees with recommendation since a voluntary program would result in some businesses or apartments paying more than others, or some businesses subsidizing others for the recycling services. Only a mandatory program will fulfill the original goal of implementing a community-wide sustainable program.
R-7 Solidify a legal interpretation/decision on current hauler permit ordinance application.	Staff agrees with recommendation. Staff can work with John Hill to solidify interpretation of hauler ordinance.

Staff Recommendations to GBB Recycling Study

January 5, 2010

GBB RECOMMENDATION	STAFF RECOMMENDATION
R-8 Conduct a thorough survey of active haulers in Addison.	Staff agrees with recommendation with some caveats. First, we are confident that all major solid waste haulers have been licensed in accordance with the applicable ordinance. The exception are those haulers that collect only construction debris. Recyclers have not been licensed because there was ambiguity as to whether they were to be included in the licensing program. Second, if the Town moves to one provider, the need to survey haulers will be minimized, if not eliminated.
R-9 In making the transition to a closed market system, develop a comprehensive education program for businesses, organizations and multifamily complexes.	Staff agrees with recommendation. This recommendation will require hiring of new staff.
R-10 Conduct business recycling seminars that focus on best practices for various sectors.	Staff agrees with recommendation provided resources are allocated to support this expanded service.
R-11 Develop comprehensive email lists for Addison businesses, organizations, institutions and multifamily complexes – and provide periodic email updates to these lists.	Staff agrees with recommendation provided resources are allocated to support this expanded service. Staff will work to get a more comprehensive email list for businesses interested in recycling.
R-12 Use social media such as Facebook, Twitter and YouTube to promote recycling.	Staff agrees with recommendation provided resources are allocated to support this expanded service. Staff will work to incorporate social media geared towards recycling as it applies to the Town wide plan/approach.
General Comments: See Memorandum from R. Moravec dated 01/05/10.	

**Opinion Research of Franchised Trash Collection with
Recycling for Commercial/Institutional/Multifamily Sectors**

For

Town of Addison, Texas



By



Gershman, Brickner & Bratton, Inc.

8550 Arlington Blvd, Suite 304

Fairfax, VA 22031

1-800-573-5801

January 12, 2010

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Town of Addison, Texas
Opinion Research of Franchised Trash Collection with Recycling for
Commercial/Institutional/Multifamily Sectors

1.0 Project Executive Summary

The Town of Addison (Town) has received inquiries from commercial businesses and multifamily residents and managers requesting Town assistance in creating recycling opportunities. After conducting a study in 2008, performed by solid waste management consultants Gershman, Brickner & Bratton, Inc. (GBB), the Town chose to further explore a commercial and multifamily solid waste and recycling collection system that included restricting the commercial trash collection service available in the Town to a single hauler, to be used by all customers. Service pricing would be negotiated by the Town such that costs would not exceed current rates. While this sole-source trash hauler would also offer recycling services, customers could elect to contract with another hauler for their recyclable materials. Town staff would be available to provide assistance to organizations in setting up recycling programs and adjusting trash services accordingly. In advance of implementing a new commercial trash collection system, the Town wanted to gauge interest and opinions from affected sectors and compile additional information on their trash and recycling services.

In the fall of 2009, GBB used three different research methods to obtain current service information and opinions on the Town's proposed system from various commercial businesses and multifamily complexes in Addison: an online survey, in-person interviews, and focus groups. GBB used these research methods to compile information on trash and recycling service providers used, rates paid, service frequency, and materials collected. Opinions on the Town's proposal ranged from very favorable to very unfavorable, with a variety of comments in support and in opposition to the proposal. GBB's report details many candid comments and questions from research participants and provides information from selected nearby jurisdictions operating exemplary commercial recycling programs. Based on the information and opinions obtained, GBB recommended several actions for Town consideration in moving forward.

GBB's recommendations included the following:

- R-1.** The Town should provide immediate assistance for businesses, organizations and multifamily complexes to establish recycling programs.
- R-2.** Make the Town's website a recycling resource for businesses, organizations and multifamily complexes.

- R-3.** Involve business, organization and multifamily solid waste managers in the decision-making process for the proposed new system by forming a business/organization/multifamily advisory committee.
- R-4.** Consider a transition to a closed market system with no more than three franchised trash collectors.
- R-5.** Incorporate billing, reporting, and container requirements into franchise hauler(s) RFP.
- R-6.** Make recycling mandatory for businesses, organizations and multifamily complexes.
- R-7.** Solidify a legal interpretation/decision on current hauler permit ordinance application.
- R-8.** Conduct a thorough survey of active haulers in Addison.
- R-9.** In making the transition to a closed market system, develop a comprehensive education program for businesses, organizations and multifamily complexes.
- R-10.** Conduct business recycling seminars that focus on best practices for various sectors.
- R-11.** Develop comprehensive email lists for Addison businesses, organizations, institutions and multifamily complexes – and provide periodic email updates to these lists.
- R-12.** Use social media such as *Facebook*, *Twitter* and *YouTube* to promote recycling.

Whereas these recommendations would provide the greatest advances when implemented as a set, individual items could be enacted while further program enhancements are still being considered or developed.

Once they have reviewed the service information and opinions provided by this research, Addison decision-makers can craft a preferred system that will enable the Town to move forward. Based on the system selected, GBB will provide recommendations for ordinance changes. When a new program is underway, the Town stands to increase commercial and multifamily recycling opportunities and quantities.

2.0 Review Project

2.1 Project Background

In recent years, business, institutional and organization owners and managers as well as managers and residents of multifamily complexes have contacted the Town of Addison, Texas, (Town) to inquire about local recycling options and municipal recycling programs. Meanwhile, single-family residences in the Town are provided regular curbside trash and recycling collection through a contract with the Town's waste hauler (Waste Management, Inc.). However, the Town does not offer waste or recycling collection services for commercial businesses, private organizations, or multifamily properties and their residents. Managers at these entities must research and contract for waste and recycling services individually.

2.1.1 Addison's Recycling Goal

Addison has many good reasons to encourage and increase business and multifamily complex recycling opportunities, such as:

- Conforming with *Addison Green*, the Town's Sustainability Initiative
- Responding to requests from businesses and multifamily residents/managers for recycling assistance
- Participating in the recycling promotion and waste minimization initiatives presented by the North Central Texas Council of Governments (NCT COG) programs: *SEE Less Trash*¹ and *Time to Recycle*²
- Cooperating to do its part to meet the 40% Texas State Recycling Goal³

2.1.2 Recycling in Addison Today

Addison residents living in single-family homes receive weekly curbside recycling collection on one of their two weekly trash collection days, provided through the Town's contract with Waste Management, Inc. (Waste Management). Green plastic 18-gallon bins are provided for recycling while trash can be set out either in plastic bags, which the Town makes available to residents, or in a resident-supplied can or other container. The current monthly sanitation charge to single-family residences receiving Town-provided waste and recycling collection services is \$11.65.⁴ There are around 1,691 single-family residential units in Addison and

¹ <<http://www.nctcog.org/envir/SEELT/Background.asp>>

² <<http://www.timetorecycle.com/>>

³ 30 TAC, Chapter 328, Subchapter B.

⁴ Town of Addison, Utility Billing & Collections – Current Rates Effective 10/1/08

Addison's residential recycling rate is reported to be 18.5% for 2007⁵, representing the portion of waste generated by residents and diverted from landfill disposal to recycling markets.

Town facilities are also provided recycling collection through the residential recycling contract with Waste Management, including recycling collection at municipal buildings: the town hall, finance building, service center, athletic club, and fire stations. These Town facilities contract for trash services separately from this recycling collection service.

Multifamily residential units, including rental apartments and corporate housing, or privately owned townhomes and condominiums, account for 79% of the residences in Addison, at over 6,300 units.⁶ At these units, the management company or home owner's association (HOA) may or may not provide recycling collection as a part of their contracted waste services. Of Addison's 25 currently-occupied multifamily complexes, only one in five appear to be offering some type of recycling to their residents.

Vitruvian Park, a large multi-use neighborhood currently under development, will include many new multifamily units in addition to various types of private businesses and is reportedly designed⁷ to meet the standards of LEED Silver certification⁸, including prerequisite "Storage and Collection of Recyclables." Recycling efforts during demolition of existing structures included diversion of appliances, carpet, asphalt, and concrete. In addition, during landclearing and construction of new buildings, vegetative debris was mulched.⁹ Per LEED certification prerequisite credit guidelines, the resulting structures will satisfy storage and collection of recyclables by providing "... an easily accessible area that serves the entire building and is dedicated to the separation, collection and storage of materials for recycling including (at a minimum) paper, corrugated cardboard, glass, plastics and metals"¹⁰. These provisions will meet the needs of business and residential tenants while furthering the Town's sustainability goals.

Private commercial businesses, offices, institutions, and organizations must contract directly with permitted waste haulers for all waste collection and any recycling services. Depending on the building arrangement, a business may contract directly for services or a property management company or landlord may be responsible for providing these services to a multi-tenant commercial or office building. Currently, eight (8) waste hauling companies hold

⁵ *Regional Recycling Rate Benchmarking Study*, North Central Texas Council of Governments, October 2007.

⁶ Annual Multifamily Fee Survey for Fiscal Year 2009-2010, The Apartment Association of Greater Dallas, Town of Addison response.

⁷ UDR, "Savoye Apartments." n.d., <<http://www.savoyeaddison.com/communities/index.cfm/fuseaction/viewCommunitySplash/communityID/410.htm>> (November 18, 2009).

⁸ LEED stands for Leadership in Energy and Environmental Design, as developed by the U.S. Green Building Council.

⁹ Information provided by Carmen Moran, Town of Addison Director of Development Services.

¹⁰ U.S. GBC, LEED for New Construction v2.1, Materials & Resources credits, <www.usgbc.org>.

permits to collect waste in the Town. The Town does not currently provide public information on permitted waste haulers or recycling collectors who are available to service the commercial sector. These entities must take the initiative to research recycling companies and contract with one of the private recycling collectors operating in the area. Some Addison businesses/buildings have contracted for recycling services either from their current waste hauler or from an additional recycling company. Arrangements for containers, materials collected, and any cost/revenue vary greatly, as do the variety of recycling service providers operating in Addison. With eight permitted waste haulers and any number of recycling service providers available, there is no standardized pricing, and businesses must work within an “open market” system in which they research vendors and request multiple quotes for services, without really knowing the appropriate price for these services.

Recycling is optional for any entity in the Town of Addison; contracting for or participating in recycling is not required for any of the single-family, multifamily, or commercial business sectors. “Single-stream” recycling—collection of multiple recyclable material types mixed together in the same collection container for later separation at a recycling facility—is offered by multiple recycling service providers operating in and around Addison. Single-stream recycling allows entities to consolidate collection containers and still recycle multiple materials. “Source-separated” recycling, requiring separation of specific materials, is also available and is employed by some entities that generate a larger volume of certain recyclable materials (e.g., cardboard). Some of these organizations may receive revenue rebate for these particular recyclables. Multiple recycling processing facilities exist in the greater Dallas/Ft. Worth Metroplex for a variety of commercially-generated single-stream and/or source-separated recyclable materials, including paper, cardboard, newsprint, glass, various plastics, aluminum, steel, cooking grease, and food scraps/organics.

2.1.3 Prior GBB Project

In September 2008, the Town contracted with Gershman, Brickner & Bratton, Inc. (GBB), a national solid waste management consulting firm, to analyze the feasibility of the Town creating a combined business, multifamily and special events recycling program and recommend options for program expansion. GBB studied Addison’s special events operations, local business and multifamily waste/recycling contracting, and regional service providers. Based on current conditions, local opportunities, and advances in solid waste and recycling programs throughout the country, GBB devised four options for the Town to consider.¹¹ The City Council preferred the most proactive, sustainable method, which would likely divert the greatest amount of material from disposal: *Mandatory Recycling Plus Franchised Collection*. A

¹¹ *Commercial, Multifamily and Special Events Recycling Program Feasibility Study*, January 14, 2008, Gershman, Brickner & Bratton, Inc.

program designed around *Mandatory Recycling Plus Franchised Collection* would implement additional Town regulations to enlist a single waste service provider for use by all commercial customers, allowing maximum oversight of and compliance with program details. This sole-source hauler would be available for recyclables collection as well, or customers could select from any other permitted hauler collecting only recyclable materials. In addition, new Town staff positions, dedicated to recycling would provide program promotion, education, and enforcement as well as being available to assist businesses and multifamily complexes with reducing waste, setting up a recycling program, and properly sizing waste/recycling containers and service frequency.

To implement this type of program, the Town would issue a request for proposals to procure a single trash collection service provider for all commercial, multifamily, industrial, and institutional locations in the Town, prescribing specific services to be offered, containers provided, and materials collected. No other trash collector would be allowed to operate within the Town; businesses and organizations would be required to use this trash collection company exclusively at their Addison locations. This company would also be available to provide a set of recycling collection services. However, the Town would continue to issue permits to other recyclables-only haulers as well, who would be authorized to collect certain recyclables from customers. Under Texas law, the Town cannot close the market for recycling collection services, as it can for collecting trash/wastes.¹² Rates for trash and recycling services provided by the franchise hauler would be standardized, public and transparent, negotiated and agreed to as a result of the procurement. Provisions governing any potential increases in these rates would also be specified in the franchise agreement.

Although representatives from the business and multifamily sectors have requested Town assistance in implementing/providing recycling services, before initiating a change to the way Addison handles commercial and multifamily trash and recycling, the Town's leadership wanted to gauge the receptiveness of local entities to this change. In addition, they wanted to be informed of any misconceptions or hesitations about the transition to a franchise collection system, and to know what factors are important to businesses, organizations and multifamily managers in making decisions about trash and recycling service. Town-run special events were removed from consideration at this time, based on the different type of collection services they receive, the relatively small amount of waste materials produced, and the Town's ability to directly enter into contract(s) for recycling collection services at these events.

¹² Texas cities have broad power to regulate the collection and disposal of solid waste from sources within their boundaries. Traditionally, this power to regulate solid waste has not been applied to recyclables not collected through publicly-sponsored services provided to single-family residential properties. The Town should confirm this with its own legal counsel and that this applies to Texas towns as it does to Texas cities.

2.2 Current GBB Project Scope

In June 2009, the Town tasked GBB to research the current scope of solid waste and recycling services provided to Addison businesses, institutions and multifamily properties as well as the receptiveness of these organizations to having a single contractor provide trash and mandatory recycling collection services. In drafting information to describe the Town's proposal for a single franchise collector, the Town requested that the reference to the "mandatory" in *Mandatory Recycling Plus Franchised Collection* be removed. The text describing the Town's proposal for sole-source trash hauler and increased business/multifamily recycling, as presented during GBB's research, is provided in Appendix A.

In addition, since a franchise program of this type would represent a significant change to the way the Town currently regulates trash collection, GBB was asked to recommend code/policy changes to Addison's existing solid waste franchise ordinance, for review by Town legal counsel.

This research project utilized GBB Project Team members familiar with Addison from the work on the earlier project, including Officer in Charge and GBB President Harvey Gershman, Project Manager Michelle Minstrell, and Principal Associate Mary-Jane Atwater. Town staff primarily involved in this effort again included Chief Financial Officer Randy Moravec and Public Works representative Lauren Clark, Assistant to the Director.

The project includes the following tasks:

- Conduct Survey/Research (Online Survey and Stakeholder Interviews)
- Conduct Three Focus Groups
- Generate Report on Survey Opinions
- Present Survey Opinions
- Draft Ordinance Language Change Recommendations
- Present Ordinance Language Change Recommendations

2.2.1 Opinion Research of Franchised Collection with Recycling for Commercial/Multifamily Sectors

For this portion of the project, GBB performed the following tasks:

- Data Collection - Conducted online survey, in-person interviews, and focus groups
- Data Analysis - Reviewed and analyzed opinions and data
- Benchmarking - Researched Plano and Frisco sole-source hauler and commercial business/multifamily recycling programs

- Report and Presentation - Drafted report and provided presentation to City Council (presentation scheduled for January 12, 2010)

The main purpose of GBB's research was to determine the following:

- What businesses, institutions and multifamily properties are currently paying for trash (and recycling) collection and what services they currently receive and/or require;
- When their current waste collection contracts expire; and
- Whether these organizations would be receptive to a single disposal contractor (perceived advantages, disadvantages, etc.).

GBB devised and used three survey methods to determine answers to these questions: an online survey, in person stakeholder interviews, and targeted focus groups. In addition, to assess interest in the project, a GBB representative attended a meeting of the Addison Business Association at which the surveying effort was announced.

These activities served the dual purpose of obtaining answers to the research questions and also informing these entities of the Town's proposal, including creation of recycling opportunities, as many businesses, organizations and multifamily managers had requested.

This report serves as a summary of the findings and recommendations derived from the opinion research. In January 2010, the GBB team will also provide a presentation on this information to Addison decision-makers.

2.2.2 Recommended Code/Ordinance language revisions to accommodate Franchised Collection and Increased Recycling

Upon receiving feedback on this report and completion of GBB's presentation to Addison decision-makers, GBB will receive direction from the Town on what aspects of a franchise hauler program they would like to have incorporated in order to move forward. GBB staff will then review current Addison ordinance and code language, and draft suggested revisions. Once GBB develops the suggested revisions and they are accepted or modified by the Town, GBB project team representatives will provide a memorandum on these changes and again visit Addison and present suggested modifications to Addison decision-makers for their consideration in moving forward with a program to encourage recycling for Addison's commercial businesses, organizations, and multifamily complexes.

2.3 Project Schedule

The project kicked off with a conference call with key Town and GBB staff on July 2, 2009. During the call, GBB and Town staff discussed the project scope and schedule, as well as data, documents, and assistance GBB needed for the research. GBB then drafted various documents for Town review, related to the multiple survey methods to be undertaken.

The online survey was posted on September 14 and remained available for five (5) weeks, until October 20, 2009. As responses were received, GBB contacted survey respondents interested in further discussion and began to schedule in person stakeholder interviews.

A GBB representative attended an Addison Business Association (ABA) meeting on October 7, 2009, at which the surveying effort was announced. This meeting also initiated a week of field work in Addison, through October 14, 2009. During this time, GBB continued to plan and conduct scheduled interviews with business/multifamily representatives in addition to performing drop-in visits and interviews.

Focus groups, structured to target specific Addison business/multifamily sectors, were held at a focus group facility near Addison on November 3, 2009, at 12:00 noon and 6:00 pm as well as at 8:00 am on November 4, 2009.

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3.0 GBB Opinion Research Activities

3.1 Online survey

Online Survey - Purpose

The first research method, an online survey, was designed to obtain basic information on businesses/multifamily complexes and their existing trash/recycling services as well as introduce the Town's proposal for sole-source trash hauler and increased business/multifamily recycling (Appendix A) and garner opinions from business, organization and multifamily managers.

Online Survey - Outcome

In addition to information on the waste and recycling haulers respondents use, service level and rates, whether the business or a landlord/property management company contracts for collection services, and what materials were collected for recycling, the online survey responses provide insights into the range of opinions for and against the Town's proposal. Since the sample size in relation to total businesses, organizations and multifamily properties in Addison was small, this information is best viewed as a general overview that is not necessarily representative of all businesses/multifamily complexes or all entities of a certain sector in Addison. However, the range of opinions and the specific types of issues likely to be of concern to some of the business/organization/multifamily sectors constitute good information for the Town to keep in mind as decision-makers develop the particular features of and promote a commercial/apartment recycling enhancement proposal.

The online survey also served to identify individuals open to further discussion on the topic, via in-person interview or participation in a focus group.

Online Survey - Methodology

GBB drafted a set of questions, which were reviewed by Town staff and posted on *Survey Monkey* (www.surveymonkey.com), a website service for design, hosting, response gathering, and analysis/reporting of survey results. (Appendix B) The online survey consisted of 35 total questions with built-in skip logic, including required and optional questions. Based on logic, respondents' answers to required questions determined how they would be directed to the next appropriate question. Instances where a respondent 'skipped question' may have been by choice or they could have never been directed to the question due to the logic sequence. Not all respondents responded to the same questions and no respondent would have seen all questions, since some were designed only for those answering prior questions in a particular manner. A printout of the survey, including all questions, is available in Appendix B.

The online survey was posted on September 14, 2009. The Town publicized the survey in a variety of ways, including:

- posting survey information on the Town website homepage (the Town's homepage featured a link to the "*Addison Businesses and Organizations Trash and Recycling Survey.*");
- persons making phone inquiries to Addison Public Works on commercial or multifamily recycling issues were referred to the survey;
- email to the 64-member list of the Addison Business Association inviting them to the complete survey;
- announcement of the survey at the October 7, 2009 ABA meeting, with GBB staff in attendance and copies of a flyer on the survey project, drafted by GBB staff, distributed to each table; and
- letter from Addison's Mayor mailed to 1,173 commercial/multifamily municipal water/sewer customers.

In addition, GBB performed further notification and publicity of the survey availability through:

- email to Addison multifamily complex managers;
- email to Addison hotel managers;
- email to Addison property managers, responsible for office or retail buildings;
- email to Addison Airport tenant businesses; and
- information card, mentioning the Town's proposal and the online survey, left with employee upon visiting a business.

Statement of Limitations for Research via Online Survey

An online survey of this nature, available for voluntary, anonymous response and locally publicized, where invitees are not 'tagged' in relations to their responses, cannot capture a statistically valid sample of responses from a population. The information provided, since it was anonymous and voluntary, can be viewed as a general range of some, but likely not all, of the issues and feelings likely to be present within a community. While GBB implemented quality control measures to eliminate 'empty' responses and any duplicated, incomplete responses initiated from the same electronic IP address (where a respondent may not have fully completed the survey on the first visit but came back at a later time to provide a complete set of answers), there is no way to verify the accuracy of the information provided.

Because the number of survey respondents (104) was small in relation to the total number of businesses, organizations, and multifamily complexes in Addison (estimated at about 2,000, based on complete water/sewer billing records), as well as in proportion to each sector, it is not

possible to extrapolate the survey results to the entire population of Town businesses, organizations, and multifamily complexes.

Nevertheless, the value of an anonymous and voluntary survey is in allowing respondents to provide unrestricted, candid thoughts about a topic, which provide decision-makers insights into some of the preconceived ideas, biases, hesitations, or enthusiasm of the sector representatives.

Online Survey Executive Summary

The online survey was available for responses for a period of five weeks. After quality control was performed, a total of 104 valid responses were analyzed. Eighty-seven and one-half percent of those 104 responses fully completed the survey. (A printed *Survey Monkey* summary of all valid responses is provided in Appendix C.) Respondents reflected the various types of businesses, organizations, and multifamily properties in Addison, though likely not in proportion to the actual number of each such type or sector. Based on self-reporting, Table 1 provides information on how many of each type of entity responded. Table 2 shows that the response rate was not proportional among certain types of businesses, organizations, and multifamily complexes in Addison.

Table 1 - Online Survey Respondents by Business Type¹

What is your business or organization: (Check all that apply)	Response percent	Response count
Restaurant	16.8%	17
Hotel	6.9%	7
Retail business (indicate type)	15.8%	16
Professional services (financial, legal, consulting, etc.)	15.8%	16
Entertainment	2.0%	2
Office building owner or management	17.8%	18
Industrial/manufacturing	12.9%	13
Airport or flight services	2.0%	2
Multifamily residential property (apartment, townhouse or condominium)	13.9%	14
Faith-based	0.0%	0
Healthcare institution	0.0%	0
Educational institution	1.0%	1
Nonprofit organization	0.0%	0
Other	11.9%	12
TOTAL answers		118
<i>answered question</i>		<i>101</i>
<i>skipped question</i>		<i>3</i>

¹Note: Due to question structure, respondents could select more than one type of business to describe their entity. Thus, totals add up to more than 104 or 100%.

Table 2 - Estimated Percentage of Certain Business Types Completing Online Survey

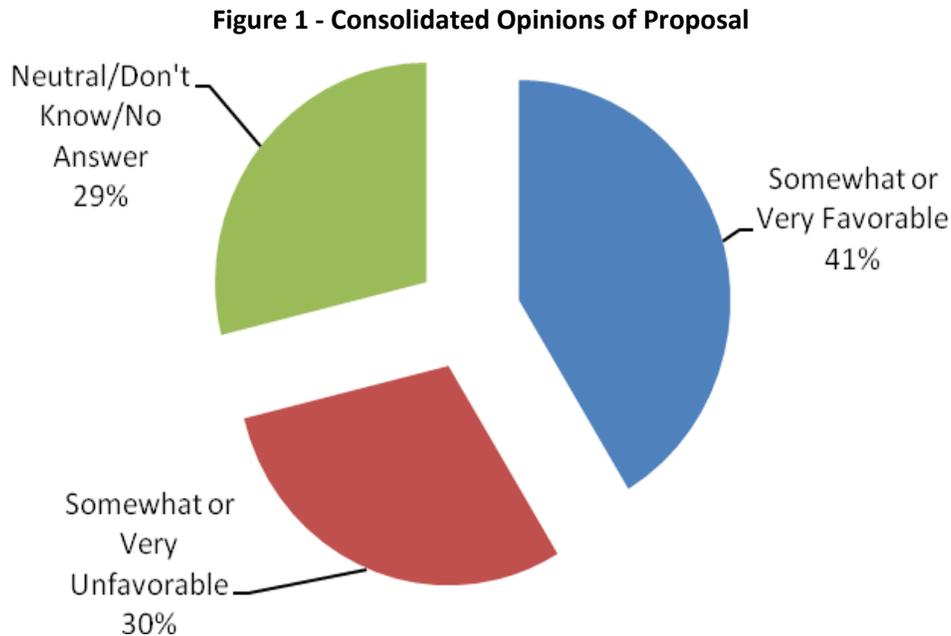
Business Type	Approximate # in Addison	# Completing Survey	Estimated %
Restaurant	180	17	9%
Hotel	22	7	32%
Multifamily	25	11	44%
Office	Unknown	Unknown ¹	Unknown
Retail	Unknown	16	Unknown
Airport-related	85	2	2%

¹Note: Although survey documented "Office Building Owner or Manager," it did not document which businesses were classified as an "office."
The number of office locations in Addison is unknown.

Information on waste and recycling services, rates, and contract length was provided by a portion of the respondents, showing that respondents receive collection services from a variety of service providers. Since some responses were entered from businesses for which a landlord

or property management company arranges waste/recycling services, some respondents were not able to include service or cost information.

Opinions on the Town's proposal also ranged from 'Very Unfavorable' to 'Very Favorable' and respondents' open-ended comments shed additional light on these ratings. Figure 1 shows respondent's consolidated opinions about the proposal. The greatest numbers of respondents were in favor of the proposal to some degree, while essentially equal numbers were either not in favor of the proposal or were neutral, had no opinion, or did not answer the question at all.



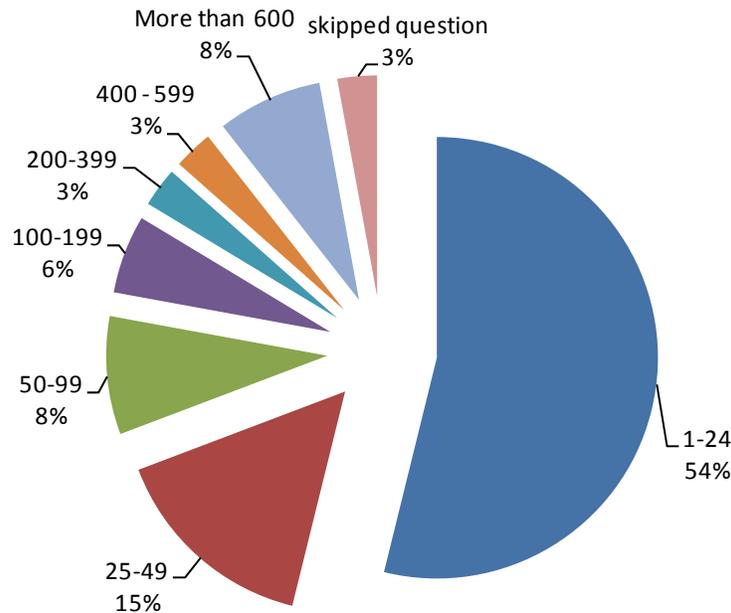
Online Survey Key Findings

In addition to reviewing the raw survey data of responses, GBB and the Town performed several queries to analyze whether correlations can be drawn from various combinations of factors. The following sections detail these inquiries.

Size of Businesses Responding (Online Survey)

As shown in Figure 2, over half of respondents represented small businesses, organizations or multifamily complexes, with only 1-24 employees. Another 15% reported 25-49 employees and almost 9% have 50-99 employees, making about 75% of respondents representing organizations with fewer than 100 employees (full-time and part-time). It is not known how this ratio relates to the number of similar sized entities that make up Addison's business and multifamily complex community. However, size of respondent organization did not correlate to a specific opinion about the Town's proposal.

Figure 2 - Number of Employees in Responding Organizations



Tenant Businesses vs. Businesses Contracting for Their Own Collection Services (Online Survey)

About 25% of respondents were business tenants who do not arrange for their own trash and/or recycling services, but rather the function is handled by a property management company or landlord. Since some tenant businesses do not contract for trash collection and simply utilize what is provided by the landlord, these businesses likely do not know the overall contract costs of trash collection paid by the landlord, and any “common area maintenance” fee charged to them to cover these types of services would not necessarily detail the costs. These factors could be influencing some tenant business responses. Table 3 shows the range of tenant businesses’ feelings on the proposal versus the opinions of respondents who report contracting directly for waste collection services themselves.

Table 3 - Opinion of Tenant Businesses vs. Businesses Who Contract for Collection Services

Opinion Rating	Tenant Business	Contracting Business
Very favorable	42%	15%
Somewhat favorable	23%	18%
Somewhat unfavorable	8%	6%
Very unfavorable	4%	29%
No Answer	12%	12%
Neutral / No Opinion	12%	10%
Don't Know/ Need More Info	0%	9%

As Table 3 shows, the majority of the tenant businesses were in favor of the proposal while contracting respondents were more unfavorable and also reported needing additional information before formulating an opinion. When asked to explain their favorable ranking, many tenants commented, "Recycling is the right thing to do."

The contracting businesses explained their unfavorable ratings of the Town's proposal with comments generally centered on such issues as:

- displeasure of government involvement;
- monopoly/lack of competition;
- concerns over higher pricing;
- loss of negotiation power with service provider; and
- poor experiences in other jurisdictions.

Among 26 respondents for whom a property manager is responsible for contracting for trash collection services, the most reported reason (N=10) that their business does not have a recycling program is "Building Management Doesn't Offer This Service." Therefore, it appears that many tenant businesses would be interested to recycle if the service were provided by the property landlord. The next most cited reason (N=4) was "No Space for Recycling Containers," with one respondent also reporting "Building Management Doesn't Offer This Service." From the context of the question, it is not possible to discern whether this "No Space for Recycling Containers" assessment applies to the exterior area for large recycling containers (carts or dumpsters), or to the interior of the business for smaller collection containers.

While 27% of the 78 respondents who contract for their own trash services currently have a recycling program, the remaining 72% predominantly cited multiple reasons for not having a program such as: "Too Expensive" (34%), "No Space for Recycling Containers" (25%) and "Other" (25%) (with some of the 'other' explanations also indicating expense reasons), "Our Organization Doesn't Generate Recyclable Materials"¹³ (17%), and "We Don't Have to Recycle" (11%). As with some other questions, respondents were allowed to select multiple answers to this query.

¹³ In the subsequent survey method, in-person stakeholder interviews, to clarify what materials could be recycled if a program were available, the question was adjusted to ask "If you had a recycling program, which of the (following list) materials could be recycled at your business?" Several businesses who initially answered "We don't generate any recyclables," revised their answer upon hearing the list of materials potentially recyclable. (See Stakeholder Interviews section "What Materials Could Be Recycled")

Office Building Owner/Managers (Online Survey)

Since office building owners and managers are likely to contract for trash collection services, it stands to reason that their opinion on the proposal would be weighted differently than the tenant business using services arranged by landlords, as shown in Table 3. Of the 18 respondents who identified themselves as “Office Building Owner/Manager,” only three reported “owning, occupying, or managing” a single-tenant building, with the balance reporting responsibility for a multi-tenant building. Of these owners/managers, 66% indicated that they were responsible for contracting collection services, with the other 33% citing a property manager as responsible for the collection services contracting. Sixteen of these 18 office building owner/managers provided their opinion on the proposal, with equal replies (N=3) for Very Favorable, Somewhat Favorable, and Somewhat Unfavorable. The combined total of the categories Don’t Know, Neutral, and No Answer was four responses while Very Unfavorable had five responses. Again, in such a small sample size, these are essentially equal.

Proposal Opinion Related to Respondent Sector (Online Survey)

Among the eleven identified sectors, negative ratings were concentrated among the multi-family, office building owner/manager, and retail respondents whose comments reflected anti-monopoly/government aversion in the multi-family sector, and for the office and retail sectors, wanting control, bundling of service contracts to include other owned/managed properties outside of Addison, and price concerns.

Interestingly, while the industrial sector had more anti-monopoly/government aversion comments they showed greater support for recycling and a more positive rating for the proposal than other sectors. There was high support from professional services and restaurants for the proposal itself and for recycling – support that could be important should the City Council decide to move forward with the proposal.

Sectors that had a mix of responses but had more somewhat favorable and neutral ratings included: industrial, entertainment, and other, with respondents in these categories representing over 25% of the total.

Those sectors with low opinion ratings and stronger negative comments were multi-family, office, and retail. While more respondents in both office building owner/manager and multi-family sectors already reported having recycling programs, they also were the most opposed to the proposal. This may indicate that since they are already recycling and satisfied with their current provider/pricing, they are more averse to the proposal.

Collection Frequency and Rates (Online Survey)

Once a week service is the usual collection frequency for 24 businesses while 16 businesses reported collection twice per week and 14 respondents indicated a collection frequency of three times per week, with a range of container number and sizes in each frequency. Among responses from organizations where respondents knew the cost of their trash collection services, reported fees were analyzed to determine the range of rates that business customers pay for their trash collection. It should be noted that collection service charges will vary depending on service frequency, container size and number of containers. In analyzing the survey data, GBB and the Town attempted to calculate a 'cost per cubic yard' among similarly served businesses, to create a standard of measure for service rates. The range of this standardized rate varied depending upon the service frequency.

In locations with a single container emptied once per week, the reported service costs ranged from \$1.93/cubic yard to \$13.49/cubic yard, in containers between 2- and 8-cubic yards. Customers at the lower end of this range had an 8-cubic-yard container while customers at the higher end had a 2-cubic-yard container. None of these organizations had recycling collection and no trend was noticed as to whether certain permitted haulers generally charged more or less for this service level.

Twice-per-week customers with a single container had rates ranging from \$3.42/cubic yard to \$6.70/cubic yard, in containers ranging in size from 4- to 8-cubic-yards. At the twice-per-week collection frequency, service for fewer cubic yards reportedly cost a lower amount and only one respondent, near the highest rate, had a recycling program.

Customers receiving three-times-per-week collection service reported having either one collection container or 'five or more.' A small sample of respondents with one container, ranging in size from 6- to 8-cubic yards, serviced three times per week, paid service fees ranging from \$0.86/cubic yard to \$6.87/cubic yard, with no relation between fee and either size of container or collection company. This small sample did show Waste Management, Inc., at both the lowest and highest end of the range. The other portion of respondents receiving three-times-per-week collection in 'five or more' containers ranging in size from 2-cubic yards to 'more than 8-cubic yards,' reported service fees ranging from \$64.21 to \$396.83 per collection (calculation per yard was not possible as exact number and/or size of containers or cubic yards was not known/reported). For this small sample, Community Waste Disposal was reported at the lower end of the range and Waste Management, Inc., serviced customers at the higher end.

Collection Frequency and Recycling Programs (Online Survey)

Based on the primary type of organization for each respondent, Table 4 shows the average number of reported waste collections per week and the percent of this sector indicating they perform some type of recycling at their organization.

Table 4 - Collection Frequency and Recycling Among Respondents

Business Type	Total Number of Business Type Responding	Number Providing Collection Frequency Response	Average Trash Collections per Week	% of Respondent Businesses Currently Recycling
Restaurant	14	8	3.5	15%
Hotel	7	5	2.4	29%
Retail Business	11	6	2.3	20%
Professional Services	14	7	1.9	23%
Entertainment	1	1	Not provided	0%
Office Building Owner/Management	16	7	2.9	43%
Industrial/Manufacturing	13	11	2.5	23%
Airport or Flight Services	2	1	1.0	0%
Multi-Family Residential	11	10	2.5	36%
Educational Institution	1	1	7.0	0%
Other	8	7	1.6	25%
For All Types	98	64	2.5	30%

Trash Service Provider Used for Recycling Services (Online Survey)

Most of the companies indicating that they have a recycling program utilize the same company for recycling services that they have for trash collection. The main exceptions are those respondents who reported having Waste Management, Inc., as their trash hauler. Only 25% use Waste Management, Inc. for recycling, while 37% use another recycling-only hauler.

Length of Collection Service Contracts (Online Survey)

If a new franchise trash collection system were implemented, any business or organization having a trash hauling contract with a provider other than that selected would have to exit their agreement. It is generally assumed that there would be a phase-in grace period and, in GBB's experience, existing haulers allow customers out of contracts in a reasonable amount of time when an exclusive franchise is granted. In order to determine the duration of current collection contracts for Addison businesses and organizations, respondents were asked "How soon would

you be able to exit your existing trash collection contract without penalty?” Results for the multiple-choice responses are shown in Table 5. It is noteworthy that 55% of respondents either do not know when they could exit their contract or did not answer the question. Of the 5% indicating “Other,” only two indicated that they were not in a contract at this time, while at least one mentioned that the contract was national through their parent corporation.

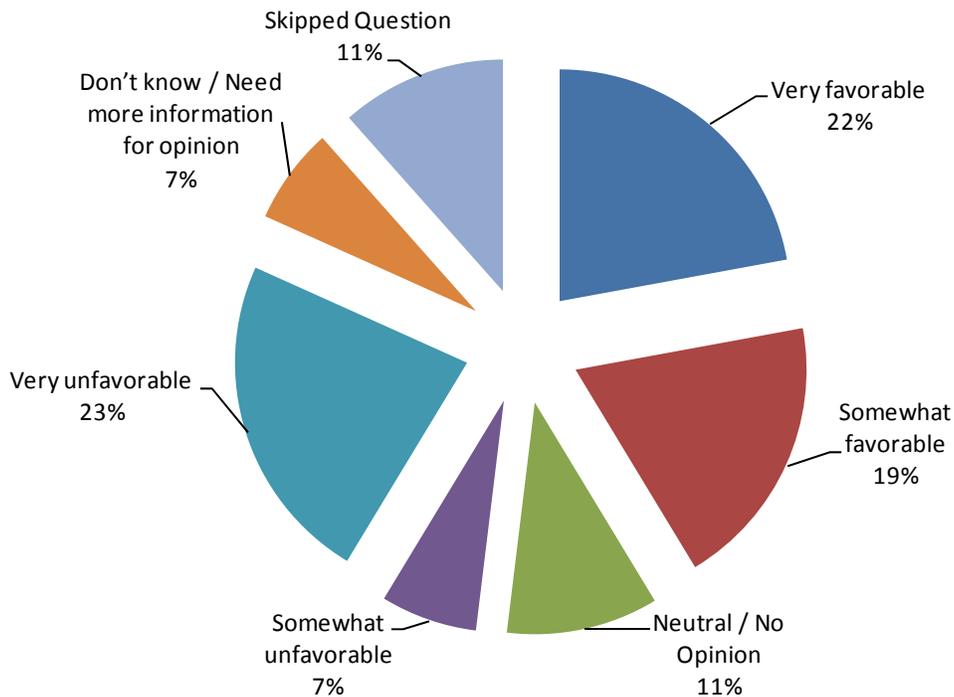
Table 5 – Length of Time to Exit Existing Trash Contract

Length of Time	% response
1 to 3 months	12%
4 to 6 months	3%
7 to 12 months	8%
One to Two years	9%
Two to Three years	4%
Three or more years	6%
Other	5%
Don't Know	25%
No Answer	30%

Opinion Ratings (Online Survey)

After being presented with a brief description of the Town’s proposal (see Appendix A), respondents were asked “Based on this brief description about a single franchise TRASH collector and assuming your business or organization would pay no more for TRASH/RECYCLING service than you do now, what is your initial opinion of this proposal?”. Respondents were given a rating scale of: Very Favorable, Somewhat Favorable, Neutral / No Opinion, Somewhat Unfavorable, Very Unfavorable, Don’t Know / Need More Information for Opinion. Figure 3 shows the range of opinion responses received, including the 11% who chose not to answer the question.

Figure 3 – Respondents’ Opinions on Town Proposal



Respondents were then asked to comment “Why did you answer as you did?”. Of the 92 persons rating the proposal, 70 provided their reasoning. The following are most of their responses, categorized by their rating:

Very Favorable

If the city offers the program it is easier for a business. This will increase interest city wide. We are a conservation company and do what we can to lead with example.

I have been working for a town recycling center for a long time--I hope it could be based on an individual basis

Same price, as long as the trash is hauled away and the contractor is dependable, we have no issues.

The easier you make it to recycle, the more people will do it. At my home in Dallas, the recycling is automatic, the city provides you with a bin and picks it up weekly just like the regular trash. I'd like to see something like that.

We'd like to recycle, but haven't had the opportunity.

We, as a town, need to be more 'green'. This sounds like a good option for everyone...either use the Town's recommended vendor or select another

The overall look of Addison

We are an eco-friendly company that supports any honest endeavor to create a greener, safer environment for our city and worldwide.

I am aware that the city's single family home recycling program accepts a wider array of recyclable materials than our private contractor does. A more comprehensive recycling program has been a need identified by our homeowners.

It's the right thing to do

We are all in favor for recycling!

We would like to recycle

Fantastic. I am all for lowering costs and making recycling easy for us. Let's do it!

Generate cost savings to everyone involved and hopefully get a recycling program going

I like to protect environment.

I think it's beneficial to recycle trash and I also think if the cost is about the same then it's worth it.

Somewhat Favorable

Small businesses are ultra cost sensitive. They would need to be able to opt in or out depending on cost.

We now have control over the price we pay for trash collection and would like to retain this under any new system.

It may still be too difficult when busy to separate the recyclables from non recyclables.

We would be interested in a recycling program but have found that many programs put the burden of expense on the business owners, which is why most do not participate. A more reliable trash collection service, with no added expense then we currently pay, would be a benefit to our operations.

It would be nice to have a recycle option and the city should be able to negotiate a better contract than we can as a small business.

The monthly cost from our current provider rises every month. I would be willing to look at what the Town of Addison has to offer.

[Our Business] considers itself a cutting edge place to work as well as dine. Being green is an important part of the formula to this day and age.

If it offers cost savings and makes sense it would definitely be something to look into.

Interested in affordable recycling.

All receptacles in Addison would match

We're willing to look at anything if you can make it better at the same or lower cost.

Depends on Service.

Just need to work through our national agreement.

Always looking for ways to contain cost.

Neutral/No Opinion

Not responsible for setting up for our complex and therefore, as long as the service was equal or better not preferential to private nor city collection

I would be very surprised if there would be a way to pick up the recyclables that didn't cost more money than we pay right now.

We wouldn't be for it if it was going to cost more. We would be favorable, if it would cost less.

As long as we do not have to pay more, we don't care. Obviously, the service would have to be as good. We would expect anyone contracting with the City to be a good service provider.

Somewhat Unfavorable

Right now I control who the service provider is. If ToFA takes over I will not have control of that.

Service always drops off in a monopoly environment.

I don't like monopolies. I would rather see the city divided into quadrants and the contracts given to 4 different companies and have the contracts re-bid every three years with opinions of service from the consumer about the incumbent.

We would like to be in control of our recycling/trash services.

I am happy with my present service and am able to negotiate my rates with them.

My concern is that the pricing would be competitive to begin with but would balloon as the process proceeded, we have a location in Rockwall that is contracted and the fee is about 5 times what our price is in Dallas.

Very Unfavorable

It would be a waste of the town's money. I am not in favor of any government control of my business. Recycling is a waste of everyone's time. I would have to pay my employees while they try to find the recycling bins and then sort their garbage into the correct bin.

NO PROBLEMS WITH CURRENT VENDOR . . . DO NOT LIKE GOVERNMENT INVOLVEMENT.

Customer support is bad and they charge more.

We have had lots of experience with franchise trash operations in other cities (Arlington and Denton to name a few) and it has all been unfavorable. In each case, we pay more than non-franchise cities and the service level is much lower because the contractor has no competition. Additionally, in Denton they require us to have the compactor emptied weekly, which is a complete waste of money and completely defeats the purpose of having a compactor.

One word: monopoly

Because we manage another property in Rowlett where the city has established this type of service and it's very difficult to control the waste disposal account when a third party is involved.

Fail to see what Addison would hope to gain as a city for its business community except to pull a profit and increase our costs. [Hauler X] putting someone on the payroll?

Fees the city would collect and pass on to us as property owners and the costs for waste removal would be more than we are paying now. Costs for recycling are high and at the moment, further increases in our operating expenses are not needed.

We are happy with our trash service.

We tend to lose service when it's a city-mandated service.

Because there should be more competition in the market for this.

Do not want to lose control over negotiating pricing for my waste disposal. I am getting a good price and don't want to pay more in this challenging economy.

Fear lack of competition and availability.

I have worked with many [Hauler A]-franchised cities and the cost is too high to the commercial residents and the service is below par because they are not competing with anyone. If you choose anyone I would STRONGLY suggest [Hauler B], they have always follow through with what is promised.

We do not believe government should dictate what our fees will be for trash and/or recycling programs. We would have no say regarding service, cost, etc if the Town moves forward with this proposal.

See previous notes. Giving all the power to one trash vendor is a giant mistake. Their customer service based attitude WILL CHANGE and not in a good way. I beg you not to do this.

Our contract for trash & recycling services is based on multiple facilities, some of which are not located in Addison.

We are handling it by ourselves and recycling whatever is possible to recycle.

City trash collection services are ALWAYS higher than what we can negotiate as a company. In addition, flexibility is almost nonexistent. Cities receive a kick back from the waste collection companies at the property owners' expense.

Because we should not mandate trash this does not give customers of the city the right to negotiate pricing. Our Company has property in cities that are mandated.

The inability to competitively bid service. In addition to bundling together several properties under our management for more competitive pricing.

Unable to negotiate pricing- if rates increase our residents would incur the cost in the form of a rent increase.

Don't Know/Need More Information

We have property in Plano and they have a similar set up from the brief description given above. How Plano is set up, the cost of recycle is too expensive and are not able to offer it to our tenants. Would need more information to base an opinion and would like to know more about the cost of the 2 services [trash and recycling].

The City should stay out of interfering with private business. Home collection and rules the city might want to impose are fine. However, as soon as you enforce a single vendor system (even through the "competitive bidding") once it's in place you have created a monopoly. And one controlled by a bureaucracy which is never a good situation. Once in place the city has total control regarding implementing things such as mandatory recycling (got to be green to be good....right?) Also, with a private entity if they don't perform as advertised I can fire them and choose another vendor. Also, what constraints will the city have regarding price increases, collections. If our current vendor increases the price of their service and I don't like it I can change. If I don't always pay on time (great economy right now) they don't issue threats of liens etc. The city needs to stay out of the way of private enterprises as much as possible and concentrate on serving the citizens of Addison.

I am not a proponent of government involvement.

MY COST OF OUTSIDE SERVICES IS ALREADY HIGH AND CLIMBING HIGHER.

Confusion of Proposal (Online Survey)

Based on the survey responses, it appears that some respondents misinterpreted, misunderstood, or confused some aspects of the proposal. These included the following misconceptions; with clarifications provided:

- Whether the Town would actually be the collection entity
 - Collection would be performed by private hauler, not the Town
- Whether the Town, in administering or requiring the franchise, would be dictating collection service levels rather than allowing managers to select the frequency and type of trash and recycling services provided to their organization
 - Service levels, frequency, and collection scheduling/timing would be specified by each individual customer as needed and as made available by the selected hauler
- Whether businesses were required to utilize only the Town-selected franchise hauler for trash or whether it would just be available as an option but the customer would be able to select an alternate trash hauler of their choice
 - All commercial/multifamily customers would be required to use the Town's selected hauler for trash

- Whether businesses would be required to use the Town-selected franchise trash hauler for recycling collection or whether they could select another recycling service provider
 - Hauling of recyclable materials could be done by either the Town’s selected trash hauler company or by any other recycling-only hauler permitted to collect in Addison
- Whether service rates would increase under a Town-administered system of selected trash hauler
 - Rates under the new system, based on the proposals received and Town negotiations with selected hauler for trash and recycling services, would be intended to be no more for trash and recycling services than organizations currently pay for their current set of services (whether or not they currently subscribe to recycling collection)

These misconceptions are important for the Town’s decision makers to keep in mind when designing, describing, promoting, and implementing any franchise proposal. The Town’s information and outreach need to clarify these factors, so businesses clearly understand what the proposal entails.

Relating to Other Local Programs (Online Survey)

In responding to the Town’s proposal, several respondents indicated that they have had experience with similar programs in other jurisdictions. While there are other communities, nationwide as well as in the Dallas-Ft. Worth area that operate a sole-source hauler system, not all programs are the same. In some communities, the municipality operates the collection trucks versus a private hauler. In other programs, the hauler is awarded a collection franchise through competitive procurement. While Texas regulations actually do not require competition they also do not preclude it (GBB would recommend Addison employ competitive procurement in awarding franchise(s)). Contracts can vary greatly, being initiated between the franchise hauler and the municipality or between the hauler and the business directly. Contract terms and pricing often do not provide control for price increases beyond the first year. Billings can come directly from the hauler or be passed through the municipality, lowering some costs and increasing others. Due to these differences among single franchise programs, respondents’ comparisons of the Town’s proposal with “similar” programs in other jurisdictions may not be an “apples to apples” comparison. While the Town can consider the program aspects that businesses indicate are favorable or disliked, there is the possibility that since the Town’s proposal ‘appears’ to be the same type of system respondents had elsewhere, some businesses will initially be unfavorable, due to their past experiences with inferior programs or programs with different characteristics.

Advantages to Single Hauler (Online Survey)

Respondents, regardless of how they rated the Town's proposal, were then asked to cite any advantages they see to having a single hauler. Following are many of their candid responses.

None (N=13)

TRASH COLLECTORS ROUTINELY RAISE PRICES WITH SUCH EXPLANATIONS AS FUEL COST ADJUSTMENTS BUT BECAUSE OF A CONTRACTUAL AUTO RENEWAL AT ODD TIMES YOU MAY BE LOCKED IN.

Possibly better pricing.

Consistency

It is one call to one company and one bill to pay.

None, unless it would lower the cost for us.

Having the power of Addison behind the service offering.

The ability to recycle on site would be attractive.

One company to communicate with, less checks to write

We participate in the two bag system. Dark bags for food, kitchen, restroom and wet trash - Clear bags for desk paper and cans. All the trash goes into one dumpster then [hauler] separates the bags for recycling and non-recycling. We also have one 4-yard dumpster that is not on the bag system which is used for maintenance trash not approved for the recycling container.

Lower price on trash collection because one company should be able to operate more efficiently if they have all the business. We would have a recycle option.

Lower monthly fees.

Cleanliness Simple

Cost savings

Less trucks in neighborhood. Hopefully, there would be fewer missed pick-ups. More efficient use of vehicles, fuel, and labor because there would not be overlapping routes.

Would know the City rules for waste receptacles. May be a cost break

Possible lower cost. No need for individual negotiation. Better leverage at municipality level for quality and price.

Pricing Service Appearance

Lower rates and quicker response for special needs.

Only have to deal with one company.

Possibly lower costs with more efficient routing. Less fossil fuel emissions

A single collector for the entire Town of Addison should be able to offer a better rate for both individuals/business.

This has a great chance of lowering our cost. As a mass contract, this could lower rates by the provider, lower rates for businesses. This would increase responsibility of the city to keep up with the provider and service options would come from the city.

Recycle/trash coordination and a "greener" approach

Simplicity, cost.

Convenience.

Economies of scale. Town management of the vendor, better service by vendor since town would be a big customer.

The overall look of Addison. The removal of eye-sore dumpsters and trash stackers.

An advantage of having a single-contractor would be only if they were hired at the most reasonable price or "wholesale" since they are gaining all of the city's trash handling, and only if they maintain the quality that would normally be offered in a competitive market.

Ease of doing business, possibly cheaper due to the volume

Lower costs this is a "commodity" service and one area that should not require a lot of management time and thought. Also it would stop solicitors from bothering me.

Cost, efficiency

It is easier to control its operation by city.

The fact in recycling which benefits the environment.

One number to call, franchise would be well versed in city rules / policies and I wouldn't have to worry about signing contracts or finding a good collector for the company.

We get better service.

Happy with current system.

None it's a monopoly and they would have no incentive to keep costs down and service reliable.

There would be no advantages. We need competition in the marketplace to have advantages like customer service, price and services. Going to a single franchise TRASH collector would eliminate these options.

ZERO - It turns into a mafia-style trash system where the customer completely loses their voice. If the trash company doesn't do their job there is nothing you can do about it as the City has now made that vendor the only choice for you the customer.

None, we believe that a place like the Town of Addison historically encouraged the spirit of free enterprise. The Town's image is that of a preference for small government and this was a major attraction to relocate to Addison. We strongly believe that the Town and its purchasing department is not capable of operating a comprehensive recycling effort without a significant increase in overhead to manage, and enforce the program. The Town will likely need to hire additional staff, etc, and in the long run, future taxes will increase in order to reimburse Addison for its additional expenses. Additionally, if the Town had a homogeneous population, such as a majority of recycling customers were single family residents, the recycling needs may be more standardized. Addison residents are predominantly business with extreme diversity recycling needs to operate their business. If Addison imposes decisions for its business residents whom embrace entrepreneurship, it may lose its uniqueness among countless Towns and Cities, and lose its attraction as an excellent place to relocate a business or utilize the airport.

None. All of our communities that are not under city waste collection get better service at a lower rate. I would like to know why the city thinks it would be in our best interest?

Disadvantages to Single Hauler (Online Survey)

A selection of the perceived disadvantages to a single trash hauler system reported by respondents, regardless of their proposal opinion, include:

As a management company our choice is taken away to bid and get the lowest price. Potentially could lose the recycle program that we currently have.

The opportunity for the City of Addison to turn this project into a revenue producer is apparent, at which time our operating cost will rise with little or nothing we can do about it.

Single service trash collector.

City limitation possibilities....what services could be offered, and for what cost?

Wouldn't want fees to increase.

Political issues with contract awarding. Having to trust someone else to negotiate in our interest.

Once a franchise has been awarded the vendor will look to Addison as its customer because Addison is the one that pays. Human nature being what it is customer service (complaints, extra pick-ups, and new trash cans) to small companies could be less than what we now have. The ability for small customers to opt out would be valuable.

Price changes. If company has a problem it could affect all of its clients

The city locks us in and then starts to use trash collection as a revenue source and we end up paying higher process.

No price competition.

Losing the control if service is less than satisfactory.

No recycling

Locked into a contract. All vendors must sign [our corporate] contract or we will not use them. We do not sign contracts. Per [corporation] vendors MUST be able to provide Certificate of Insurance and they MUST have liability of at least \$2 Million in coverage and \$5 Million in damage coverage.

Having a government entity handling the services may not be as efficient. May not be as responsive to special pick ups. High probability of sub- standard company winning contract, due to the bidding process.

If we are not satisfied we can't take the matter into our own hands by switching providers. Inability to possibly negotiate better pricing.

Same as above could give high pricing because there are NOT any other choices could give bad service, and not care, you can't use anyone else...

Placency, poor service and less control by us.

The length of contract.

If they are locked in, they tend to not be as service oriented as they could be in a competitive marketplace.

Unable to negotiate the rate or make any changes to the service.

Competition is good for the soul

Less competition. This could increase rates if the provider gains the advantage. The city would have to be careful not to get stuck in a contract that limits them and would allow the provider to increase cost to the city, and the residents.

Some people in multi- family will not okay the cost--I have tried before and my HMO[sic] did not want to spend the money.

No control over bad service/fee increases.

Since there is no competition, how would we guarantee good service?

Possible increased prices by vendor.

Based on the current situation - none.

Without a competitive market, the quality of services can easily decrease due to cutting costs to maintain a high profit.

Have to trust that the city will contract the best possible service, even if the process is transparent.

Quality of service

Less choice, less flexibility

Price

It would be a waste of the town's money. I am not in favor of any government control of my business. Recycling is a waste of everyone's time. I would have to pay my employee's while they try to find the recycling bins and then sort their garbage into the correct bin.

NO CONTROL OVER PRICING & INDIVIDUAL SERVICE

It will put people out of work

Poor service higher expense, no competition, limited flexibility, mandatory service levels

No choices, high prices, poor service

No competition driving up prices like all of the other "service" industries. Does Addison own its own landfill? Gives the appearance of being "dirty" business, pun intended. A dispute with the city over a completely different issue could result in services being withheld; so it just gives Addison another method to turn the screws on a business. If it ain't broke, don't fix it. Regulations, regulations and regulations.

Cost and service.

More competition/pricing needed.

Pricing, service and availability vary widely, do not want to be restricted to one company.

HIGH COSTS!!!! Below par service. Examples I've witnessed: Bedford Property - [Hauler] goes to the property because of the GPS but doesn't pick up the trash. (this is an ongoing issue and then they will try to charge you for an extra dump) Plano Property - Charges gate fees, but NEVER closes them back up which is required by the city. [Hauler] charges too much and their customer service is ridiculously incompetent and insufficient.

We need competition in the marketplace to have advantages like customer service, price and services. Going to a single franchise TRASH collector would eliminate these options.

If the trash vendor doesn't do their job there is NOTHING you can do about it. They show up whenever they want to because they now have the City backing them and the City I'm sure getting kickbacks or free service.

Negative impact on cumulative cost of trash collection across all of our Dallas-area facilities.

There is no one system that fits each business resident and there is no justification for an end. The Town may consider contracting with one landscape company, insurance carrier, electrical utility, banking. Where will it end?

Competition keeps price in line. When a hauler has the city contract, service goes downhill.

No recourse if there are issues. You are locked into a single provider.

No pricing negotiation, cost passed to our residents, unable to drop service if not up to our standards, setting trash pick-up times to accommodate our residents

Questions (Online Survey)

When invited to list questions about the Town's proposal, some respondents took the opportunity to provide additional comments or questions. The following is a selection of their responses verbatim:

How would the system be structured? How would the bidding process be handled and by whom? What would be the cost of this service? Since this service would be contracted through the city, would the city be making any money off of the service? What recycle services would be offered and at what cost for the different services?

Not interested. The green movement when mandated is a farce.

In eliminating the competition aspect I believe that our expenses would go up while services reduced, what would be done to prevent this from happening as mentioned in the proposal: "assuming your business or organization would pay no more for TRASH/RECYCLING service than you do now" from question #1 (asking respondent opinion on the Town's proposal)

If customer service became a problem that could not be resolved with the trash vendor directly in a timely manner, would there be a designated Addison employee that could assist and intercede for the Addison business owner?

Price and customer service

What measures must be implemented to provide our restaurant with an accessible recycling program?

Maybe have a couple vendors if need be to handle everyone's needs. That they can provide additional needs that we sometimes need such as additional pick-ups or extra containers if renovating or receiving shipments of furniture. Very diverse company and have good service reputation

Will the recycling container be provided by the city/franchise for free, is it sortable, and would containers be shared by multiple buildings?

Makes sense to get critical mass and lower rates on recycling. Also several smaller business cannot recycle now due to low volume and space for a larger bin.

Cost and would service be reflective of economy. When occupancy is down trash pick-up isn't required three day a week.

Single provider removes the competition and motivation to excel.

I think the trash and recycling should go together

On what basis would the new contractor be chosen? What additional regulatory control does the Town expect to gain?

Pricing service issues

When does it start!! What would be recyclable? What plastics are you going to take? Will it have to be sorted, or will the provider sort it. Will they offer compost/food waste recycling?

How do we control cost, service or opt out of program

If my property manager chooses not to pay for recycling for the building, would I as a small business still be able to use the system?

What price savings could this company provide given they would have both sides of the business? Is the company large enough to support this size client? Do they have the infrastructure and equipment for a client this large?

We need to be a Green City. We are #1 in almost every other category.

As long as there are guidelines and a checks and balances system put into place to insure quality of service, and as long as we can review this service after a certain period of time, then it can be very beneficial to the city.

Would we have flexibility to choose the frequency of trash pickup? At this time, our neighborhood is on a very aggressive pickup schedule (5 to 6 days a week). This is necessary due to the volume of trash generated, and the relatively small number and volume of dumpsters.

What is our cost?

How much can we expect it to cost; in other words what kind of savings can we expect?

Do we have enough space for recycling bin?

Certainly the cost would be wonderful, and then in typical government fashion raised frequently until it is unreasonable. Would we then have the option to opt out of your government controlled system? Would recycling be mandatory, as it is in Plano? Would you come over here and sort my garbage for me, or might that take too much of your time? You get the point.

We have no room for an extra container at our location.

I vehemently would oppose such an effort. There isn't a market for recyclables. The costs the city would collect from the contractor would be passed on to those of us who have to pay for the service and we are already getting a good deal, one that the city is not likely to beat.

What is the city getting out of this that commercial residents will have to pay for with increasing the dumpster costs?

Why would you take a perfectly healthy system of capitalism whereby the customer picks and chooses their contractor based on competitive pricing and customer service and ruin it. You must be getting some kind of money for this otherwise I can see no reason to do this to the TAX PAYING businesses of the Town of Addison.

Any questions would only be an opportunity to present a prepared sales presentation and not an objective discussion.

Why would the city want to take on our trash? How much does the city gain in profit from the waste haulers by signing on with this service. Tell me why you think it would be in my best interest to go with YOUR single franchise Trash Collector.

What would our recourse be if we are unhappy with the level of service?

Comments/Suggestions (Online Survey)

Respondents were last asked to “Please provide any additional comments or suggestions on TRASH/RECYCLING collection.” Thirty-one respondents provided additional comments. Several took this as an extended opportunity to voice their support or dislike of the proposal, with some giving further insight into why they felt as they did, while others voiced general ideas. The following are a selection of the comments received:

Positive:

The sooner the better.

We applaud the City for going forward with the concept.

Since we are constantly innovating new ways to be green, our company would be a great asset to the city in participating and exploring new ways for the city to continue growing in its endeavor to turn "a green leaf".

This is a great move and long overdue.

Would be great to have a proactive recycling firm that helps increase the volume of product and normally provides incentives for greater volume.

We enjoy being in the City of Addison and will support the City in its initiative.

Trash collection costs too much. It would help a lot if a single provider meant lower fees.

We are will to be test subjects for you! We would love to demo any service you guys are thinking about providing, and also helping ironing out rough edges. We are working with [hauler] to see what they provide as recycling, but would love to join the city in this program.

Negative:

Am concerned that it looks good at first glance but may not be a benefit in the long run. Another concern is this system seems to take free enterprise away from the business community, we are not allowed to have a choice.

We are in support of recycling, but let businesses choose who they want to use, not a company dictated by government.

My tenants also do not want to be restricted and not have a competitive choice in their trash collection service.

My city in Colorado did the same thing. They put it out for bid and in order to bid, the trash company had to agree to let everyone out of their contracts without penalty when the program began whether they won or lost the bid.

I really like [hauler] which is who we are currently using. We actually have a really good relationship and they renegotiated my rate to keep me as a customer.

IF IT IS WORKING NOW - LEAVE IT ALONE

Please do not go this route. If you want to help, then encourage recycling and help create ways to make it more affordable. Going with a city franchise for trash removal is a big mistake and will cost the taxpayers more in the long run and result in poor service.

Bad idea, bad idea, bad idea!!! A complete disrespect of the tax paying businesses of the Town of Addison. Please don't do this.

Again, the simpler the better, and I tend to think it should be considered part of regular trash pick-up, just included in the regular trash fee, and not an option with a separate fee.

IF YOU DO THIS PLEASE NO NOT CHOOSE [Hauler A] OR [Hauler B] ONLY THE CUSTOMERS WOULD SUFFER!!!!

Our Federal Government is too big. We need some place still attractive to capitalism.

If you could put a specific dollar amount you expect to collect from the company you sell your recycled collections to and then pass that back on a pro rata basis to the businesses that provided you with the material then you might have some merit to your idea

Do something that actually benefits the citizens of Addison, not puts more work on us and takes more of our precious time.

I like it as it is, right now, unless it can be dramatically cheaper to go through ToFA

Questions:

Currently we are only allowed recycling of cardboard boxes, what we have need for is paper recycling, what would this offer as far as recycling?

Has the city considered a composting program, like San Francisco has?

Is town going to own the business?

Recycling: Mandatory vs. Available Under Proposed System (Online Survey)

The description of the proposed system did not specify that recycling would be mandatory (i.e., there would be no requirement for organizations to have a recycling collector). However, the description did indicate that the aim of the proposed program would be to keep costs for a combination of trash and recycling services the same as what businesses and organizations are currently spending, sometimes for trash alone. It is not clear that respondents recognized that the goal of the new system is to lower their trash bill and make savings available for use in contracting for optional recycling services. Besides organizations being critical that their cost would actually increase, very few commented on the possible need to select an additional recycling hauler.

3.2 In Person Stakeholder Interviews

Stakeholder Interviews Purpose

The next research method, in-person stakeholder interviews, was designed with two purposes, depending on whether or not the interviewee had already completed the online survey. First, for persons not having completed the online survey, a scheduled or drop-in personal interview was designed to gain demographic information on the entity and their existing trash/recycling services as well as introduce them to the Town's proposal and record their reactions, just as the online survey would have done. In this sense, the in-person interviews were available as an alternative to the online survey, for those who preferred discussing the topic in person versus filling out a questionnaire electronically or for others who may not have received notification of the availability of the online survey. Second, for those who had completed the online survey, that questionnaire included an option for the respondents to indicate a willingness to be contacted further to discuss thoughts, ideas and any questions they had on the topic or Town's proposal. The personal interview responded to that interest in further discussions.

Stakeholder Interviews Outcome

Besides obtaining demographic, service, and opinion information from businesses and organizations that had not completed the online survey, the in-person interviews yielded some interesting comments and useful data. Since GBB staff spoke to businesses at their location, the interviews created the opportunity to review the specific solid waste conditions present at each location, even before speaking with a representative. Prior to the interviews, GBB staff often reviewed exterior waste/recycling service conditions as well as operations from a staff and customer point of view. In addition, as appropriate, GBB staff requested a sample copy of waste/recycling services invoices, in order to review services and charges as well as gain insight into the billing practices of service providers operating in Addison.

Stakeholder Interviews Methodology

GBB drafted a set of questions, similar to some of those used for the online survey, to aid in gathering the same types of information from interview respondents. (Appendix D) In addition, several new discussion questions were added to allow for enhanced exploration of respondents' opinions on the Town's proposal and the basis for them. None of the questions required an answer during this interview format; some respondents who had completed the online survey had already provided answers to some of the interview questions. Since interaction was in person, we were able to assess non-verbal communication as well. Some questions were adjusted slightly or skipped entirely, based on answers to prior questions or the

respondent's attitudes/mannerisms/time available. A copy of the interview sheet used to record responses is available in Appendix D.

The Town announced the availability of in-person interviews at the October 7, 2009 ABA meeting. GBB staff was in attendance at that meeting and copies of a flyer promoting the research project, drafted by GBB staff, were distributed to each table

In addition, GBB performed further invitation for in-person interviews via:

- email to a select group of online survey respondents who had indicated a willingness to participate in further discussion via an in-person interview;
- email to multifamily complex managers;
- email to the 64-member list of the Addison Business Association;
- email to hotel managers;
- email to business contacts previously invited to the 2008 Addison Recycling Forum;
- email to various property managers, responsible for office or retail buildings;
- email to Addison Airport tenant businesses; and
- an information card, mentioning the Town's proposal and the availability of in-person interviews, left with employee upon visiting a business unannounced.

A GBB project staff member was present in Addison between October 7 and 14, 2009. She conducted previously scheduled interviews, continued to research additional business contacts, scheduled and conducted additional interviews, and visited businesses unannounced to offer an interview at that time or some future point during the interview week. She visited more than 40 organizations during the week. When a manager was not present, she left behind with an employee an information piece on the Town's proposal and the surveying efforts. This flyer demonstrated to managers that someone had personally stopped by their organization, mentioned the online survey availability, and invited the manager to make an appointment for an interview.

Statement of Limitations for Research via Stakeholder Interviews

Due to the small number of total interviews performed and the fact that some were with representatives who had already completed the online survey and recorded substantial information in that forum, the interview findings are not representative of the entire population of Addison organizations. However, the data are useful in allowing us to confirm the findings of the online survey and probe deeper into attitudes and opinions.

Stakeholder Interviews Executive Summary

GBB staff performed 28 total interviews, where almost 67% of the businesses or organizations interviewed had not completed the online survey and the other 33% were interviewed as a follow-up to the online survey responses where the businesses had offered to further participate in sharing their opinion and ideas. Table 6 shows a breakdown of the interviews.

Table 6 - Interviews with Survey and non-Survey Respondents

Respondent Sector¹	Interview Only	Interview and Online Survey Respondent
Hotel	4	6
Industrial	0	2
Multifamily	1	1
Office Building (owner/manager)	3	5
Other	0	1
Professional Services	0	1
Restaurant	9	10
Retail	2	3

¹Note: One respondent identified with multiple sectors.

Based on the specific businesses and organizations given information and a review of the online survey responses, it is clear that some surveys were completed as a result of the business or organization having received the promotional flyer, which the GBB staff distributed. In addition, some drop-in visits yielded an on-the-spot interview with the appropriate manager without the need to leave information.

Stakeholder Interviews Key Findings

As noted earlier, the number of in-person/on-site stakeholder interviews was small, 33% had completed the online survey and provided data and opinions, and the remaining 67% generally echoed similar thoughts. The greatest value of the in-person interviews was in the ability to observe business/organization operations, pose additional questions and follow up on responses, comments, and questions received.

What Materials Could Be Recycled (Stakeholder Interviews)

Since only about 20% of organizations in which a manager was interviewed currently had a recycling program, those without a program were given a list of recyclable materials that could be included if a program existed. While they usually gave vague answers to the general question "What could be recycled if you had a program?", upon listing potential materials for recycling, representatives easily agreed that their location did generate recyclable materials and their mannerisms indicated that they had not considered the range of materials they could

recycle or considered the activity as recycling. Two good examples were cooking grease and food waste. While cooking grease is typically collected from restaurants, is extremely important to segregate from general trash collection, and can actually be a valuable commodity, many generators did not immediately mention this material as recyclable. Depending on local recycling data reported toward the Texas state goal, data on recycling of commercial cooking grease can be important to capture. In addition, respondents overlooked food wastes as a potential recyclable material, and most restaurants were unaware of viable local programs able to sanitarily divert food scraps and transform the material into a usable soil amendment without negatively impacting kitchen operations. Education to business sectors about the range of materials which can be included in current recycling programs will be vital in moving forward to attain significant diversion.

Feeling about Recycling in General (Stakeholder Interviews)

Unlike online survey respondents, interview participants were asked for their feelings about recycling in general, whether at home or in the workplace. In response to the scaled question “On a scale of 1 (low) to 5 (high), how do you feel about recycling in general?”, none rated recycling less than a 3 and about 66% rated it at a 5. As is evidenced by the recycling inquiries the Town currently receives from businesses and organizations, Addison entities are eager to join the ‘green’ and ‘sustainable’ movements and would like the Town’s help in providing opportunities.

Change Business Practices to Recycle More/Discard Less (Stakeholder Interviews)

To gauge whether businesses and organizations have taken the initiative to modify their current purchasing practices or activities to benefit the environment, interviewees were asked “Have you (or would you) ever consider changing the products you purchase to be able to recycle more or throw away less? (e.g., purchase beverages in higher-value recyclable plastic or aluminum containers versus low-value glass or use reusable dishes versus disposables, etc.)” Of those providing an answer, 63% indicated they already have or would consider changing their business practices in order to reduce the amount of material discarded and/or increase the quantity of recyclables from their operation. Upon implementation of a Town-wide recycling program, these particular businesses, and others like them, could be featured in case studies to show how certain sectors can reduce waste, passing research and ideas on to other similar organizations.

Whether Having a Recycling Program Attracts Customers (Stakeholder Interviews)

An additional interview question aimed to determine whether business and organization managers felt that having a recycling program would provide incentive to customers to patronize them. Interview participants were asked, “If you have/had a robust recycling program and you advertised that to your customers/prospective tenants (as a ‘reason to patronize you’), do you think that would attract customers/tenants thus adding to your bottom line?” Of the 80% answering this question, 77% felt that a recycling program would be an asset to their business. A few indicated that customers have asked them about ‘green’ initiatives and

they were eager to be able to respond positively. This suggests that Addison visitors and residents are interested in participating in sustainability measures, and the businesses and multifamily properties serving them view recycling as a viable opportunity to conserve and at the same time, promote their organizations.

Permitted Hauler Service Invoices (Stakeholder Interviews)

While only a handful of businesses and organizations provided a copy of the service bill during the interview, GBB staff was eventually able to obtain at least one invoice from almost all permitted haulers. Almost all commercial haulers charge customers an item described as “Addison Franchise Fee” on their invoice. This fee is not always the same 5% amount that the hauler owes the Town. Thus, businesses and multifamily complexes should be (and seem to be) familiar with the direct cost of the franchise fee to their services and operation. In addition, businesses see this item on their bills and pay the fee directly to haulers, which is then passed along by the hauler to the Town, as required by the Town’s permitted hauler agreement. While the Town franchise fee could be an ‘invisible’ cost in service pricing, it is likely that all permitted haulers are passing along to their Addison commercial customers the cost of the permit fee, leading to rates that might be higher than rates for the same services in a non-fee community.

Upon noticing a dumpster in Addison marked for a hauler not currently on the permitted list, GBB staff phoned the service provider to inquire about service fees. After quoting the charge for collection, the hauler representative indicated that, with the exception of taxes, the company charges “no additional fees such as environmental fees, or franchise fees.” Depending on the service cost, it is likely these non-permitted trash haulers can offer pricing up to at least 5% less than permitted haulers since they are not required to pay the franchise fee to the Town. Clear interpretation of Addison’s hauler permitting regulations and closer monitoring of haulers operating in Addison will assist the Town in controlling the revenues due.

3.3 Focus Groups

Focus Groups Purpose

Following the online survey and individual interviews, GBB conducted three focus groups with solid waste decision makers from the commercial and multifamily residence sectors. The groups were designed to ascertain the perceptions of solid waste managers about trash collection and recycling issues.

The research focused in large part on participants' reactions to the Town's proposal to transition from an open market approach to trash collection to a sole-source provider selected by the Town who would also provide recycling services in addition to trash collection. The focus groups provided a window into participants' opinions about the Town's proposal and a forum to discuss specific concerns and questions about the proposal, which will help the Town educate businesses and organizations, should the proposal be adopted.

Focus group discussion topics included:

- Satisfaction with current trash collection services and provider
- General attitude toward (and participation in) recycling collection services
- Reasons why the Town is considering transition to a sole-source provider of trash collection and recycling services.
- Reaction to the Town's proposal to transition to a single franchised waste hauler who would also provide recycling collection (with opportunities remaining to contract with other haulers offering the same type of recycling collection)
- Concerns and questions about moving to a single franchised waste hauler
- Factors the Town of Addison should consider in selecting a franchised hauler
- Best methods to inform solid waste managers at businesses, organizations and multifamily properties about the change

Focus Groups Outcomes

The insights gathered from the research can assist the Town of Addison's managers in developing a cost-effective and efficient commercial trash and recycling program that will increase diversion. The findings can also help the Town understand potential hurdles and sensitive or difficult issues that must be addressed for the proposed change to be successful.

Focus Groups Methodology

This research consisted of three two-hour focus groups held at the facilities of Savitz Field and Focus in Dallas (Savitz), near the Addison town line, on November 3 and 4, 2009. The groups were organized as follows:

Group #1: Multifamily complexes (apartments, townhomes, condominiums) –
November 3, noon – 2 pm.

Group #2: Office buildings, institutions, industrial, professional and airport services –
November 3, 6 pm – 8 pm.

Group #3: Retail, restaurants, hotels –
November 4, 8 am – 10 am.

Recruiting Participants (Focus Groups)

Using a screening guide provided by GBB (See Appendix E), Savitz recruited participants using lists of business contacts provided by GBB and the Town, as well as Savitz's own database. Recruiting generally targeted respondents who had not responded to the online survey. However, in addition to "cold calls," some participants were recruited based on their willingness to participate in further small group discussion through their response to a question on the online survey, "Would you be willing to participate in an interview or small group discussion with other managers to further explore your opinions on these issues?". Others were recruited after receiving an email or information dropped off at their location, which invited them to complete the online survey or volunteer for small group discussion forum instead. No focus group recruits had participated in an in-person interview on this topic.

Participant Homework (Focus Groups)

All participants were required to complete a nine-question written "homework" assignment before attending the focus group. This completed survey was their "ticket" to participate and receive a \$150 honorarium following the focus group. Similar to portions of the online survey, the homework assignment asked basic questions regarding the participants' workplaces, trash collection system, frequency of collection, trash hauler, trash collection fees paid, recycling collection service, recyclables generated, frequency of recycling collection and recycling collection fees paid (See Appendix G). In addition, participants were invited to provide an optional billing statement from their waste and/or recycling services provider. Two participants did provide a billing statement, one from a multifamily property and one from an office complex; each statement was from a different service provider.

Participants were solid waste decision makers in their organizations. The groups were composed as follows:

Group #1: 7 participants (2 men and 5 women) all of whom had the title of property manager

Group #2: 9 participants (5 men and 4 women) who had the following titles: plant engineer, property manager, controller, assistant property manager, director of buildings and grounds, vice president, general manager, administrator and executive office manager

Group #3: 9 participants (6 men and 3 women) who had the following titles: assistant manager/owner, engineering coordinator, CEO, general manager (3), owner, chief engineer, vice president operations

Mary-Jane Atwater, GBB principal associate, moderated the group. She was assisted by Michelle Minstrell, GBB project manager. The proceedings were audio taped.

Statement of Limitations for Research via Focus Groups

Focus groups, which are exploratory and qualitative in nature, seek to develop insight and direction, rather than obtain quantitatively precise measures. For this reason, the research findings must be considered in a qualitative frame of reference. The reader is reminded that this report is intended to clarify issues and suggest recommendations for the Town of Addison to consider. The data presented here cannot be projected to a universe of similar respondents.

The value of focus groups is their ability to provide observers with unfiltered, candid comments from a segment of a target population and for decision makers to gain insights into the beliefs, attitudes and perceptions of their customer base. The results of a well-designed and properly conducted focus group can provide a great deal of marketing insight and direction.

Focus Groups Executive Summary

This section of the report summarizes the discussion highlights from three focus groups conducted with solid waste decision makers from organizations and multifamily complexes in the Town of Addison. An in-depth analysis, complete with selected respondent verbatims, can be found in the 'Key Findings' Section, immediately following this section.

Responses to the CURRENT Waste Management/Recycling System:

- Respondents are generally satisfied with their current trash collection service due to consistent collection, affordable fees, invisible/seamless services, customer support, vendor responsiveness, and, for some, vendor assistance developing a recycling program.

- Cost and customer service are the two factors respondents rated highest in terms of what they expect from their trash hauler.
- Respondents generally have positive feelings about recycling in the workplace, although only half currently have a program at work.
- Among the respondents in the three groups, those representing multifamily complexes were less likely to have a recycling program for their residents, largely due to reported lack of space, contamination and cost considerations.
- There was some awareness that recycling collection could reduce trash collection costs or even provide a revenue source. However, space for dumpsters, contamination, cost and the need to train staff were cited by businesses and organizations as drawbacks for recycling.
- There was confusion about whether the market for recyclables is sufficiently robust to cover or minimize the costs of collection.
- Respondents expressed the opinion that the Town could do more to encourage recycling and help publicize recycling collectors and information.
- Respondents generally agree that the **current** trash collection system provides choice and competition that keeps prices down and encourages good service. However, they noted that the current system acts as a disincentive for recycling because recycling is not mandatory and the Town provides little to no assistance in setting up a recycling program.
- Truck traffic, noise, pollution, lack of economies of scale and administrative/billing costs are not factors that respondents associate with the current trash collection system or as problems that will be solved by the proposed system.

Responses to the PROPOSED Waste Management/Recycling System:

- Respondents in the three groups responded differently to the **proposed** trash collection system with a single franchise collector. The multifamily group was generally more negative about the proposal than the office building manager/institution group and the retail/hospitality group.
- The chief criticism of the proposal was the idea of contracting with a single trash hauler, which respondents thought would limit competition and control as well as result in higher cost for less service. Respondents also questioned what the Town of Addison will gain through this system, with suggestions that the Town will realize a financial benefit at the expense of the business and multifamily sectors.
- On the positive side, respondents saw the proposal as a way to encourage recycling but most would prefer to see recycling be mandatory rather than optional for businesses, organizations and multifamily complexes.
- One suggestion that gained traction in group #3 was for the Town to select three or four trash collectors using a competitive bid process, from which businesses, organizations and multifamily complexes might choose.
- Respondents have a number of questions about the proposed system and they want the business and multifamily community to be involved in the decision making process.

- Respondents prefer to be contacted using email. They also consult the Town’s website and would like the Town to organize more forums and meetings for the business and multifamily complex communities.

Focus Groups Key Findings

This section of the report describes the findings that emerged from the focus groups. The information is arranged to follow the discussion topics, as shown in the discussion guide (Appendix F). Any differences among the three groups are highlighted using #1, #2 and #3 to refer to the groups:

#1: *Multifamily complexes (apartments, townhomes, condominiums)*

#2: *Office buildings, institutions, industrial, professional and airport services*

#3: *Retail, restaurants, hotels*

A. General Opinions about Solid Waste Services

A1. Associations: “Trash Collection” and “Recycling Collection”

Respondents said they associated the words “trash collection” with mess, waste, trucks, noise, unpleasant smells, invoices, landfills and dumpsters. One respondent mentioned the asphalt damage caused by trucks. Respondents’ associations with “recycling collection” were generally more positive and included helping the environment, balers, “green,” and various types of recyclable materials. Two respondents said that there is no market for recyclable materials and another said he feels “guilty” when he thinks about recycling since his workplace does not participate.

About half of the respondents recycle at home. When it comes to purchasing products with recycled content either at home or at work, a few respondents said they purchase office supplies, paper, bags, wall covering, plastic and even birthday cards with recycled content, but most do not.

A2. Satisfaction with current TRASH collection services

Respondents in each of the three groups generally rated their current trash collection services on the higher end (3, 4 and 5) of a 1 to 5 scale with 1 being extremely dissatisfied and 5 being extremely satisfied. Reasons for satisfaction included consistent collection, affordable fees, invisible/seamless services, great customer support, dedicated account representative, responsiveness to requests to adjust pickup schedule, and assistance with developing a recycling program. Primary reasons for dissatisfaction included leaving trash behind, asphalt damage, unresponsive customer relations, damage to carports, and missed collections.

They leave stuff and drive off. (#1)

If a truck breaks down, they don't call us, and we've had some carport damages. (#1)

We're pretty satisfied, but when people move out and the dumpster fills up, people get upset. (#1)

They bend over backwards for us. (#1)

They collect during the hours that are conducive for our residents and paint the containers the colors we want to match our community. They schedule an extra pickup if we need it. (#1)

Invisibility. We're not aware that they come to pick it up. It's seamless. (#1)

Missed collections. It doesn't happen frequently, but once is too many. (#1)

They're not accommodating. Once we went three weeks without collection. (#2)

It's a problem at the airport. If they can't get in, they just drive off. (#2)

When we started to recycle, the tenants were reluctant. Our company helped us. (#2)

We had to get our janitorial service on board. Our vendor helped coordinate that. Great support. (#2)

Every time they pick up the trash they don't care and don't pick up the trash that falls out of the dumpster. (#3)

They skip sometimes and when they do, they don't tell us. You are so busy, you can't always go to the back and see if the trash was picked up. (#3)

They pick up my trash and don't charge me to recycle. They power wash my dumpsters once a month. They take care of my trash, especially the area with wet trash. (#3)

When asked what they expect from their trash collection company, respondents cited the following: cost, service (reliability, responsiveness, good follow up), frequency of pickup, aesthetics of containers, consistency (including consistent rates), keeping the dumpster area clean, attractive contract terms (flexible, shorter contracts preferred), and honesty (no automatic renewals buried in fine print in the contract or temporary fees that never expire).

It needs to be as invisible as possible (#1)

An account rep who is responsive (#2)

One thing we like about our company is that our contract went month to month after a year. A lot of companies have automatic renewal unless you notify 60 days in advance with a certified letter. Sometimes you can't remember to send in that letter. (#2)

Follow up by the company is important. (#2)

Someone you can depend on is key. If a hydraulic lift breaks, you need to know who to call to get it fixed. (#2)

In the restaurant and hotel industry, we have a lot of trash. If they are a day late, it's a problem. (#3)

I expect them to keep their equipment in order. (#3)

We're always looking for the best deal. With gas prices, the surcharges vary so much. (#3)

Whenever you pay someone money you expect them to be nice to you but often when they leave trash and you call, they are rude to you. (#3)

I always put a 30-day out in my contracts. (#3)

When asked which of these was most important, all groups agreed that **cost** and **service** trump the other factors, but all are important. One respondent mentioned that he looks for a vendor who has the technology to auto call for a pick up when the trash container is full. Others prefer to inspect their dumpsters and make the calls themselves to request pickups.

A3. Evaluation of RECYCLING collection

Respondents completed a worksheet in which they were asked to list the benefits and drawbacks of recycling in the workplace. They then discussed their lists:

Benefits of Recycling (Focus Groups)

Whether they have a workplace recycling program or not, respondents were well aware of the benefits of recycling. Most frequently mentioned in all groups was the fact that recycling contributes to a healthier environment and reduces trash sent to the landfill. Several respondents noted that a workplace recycling program could lower (or has lowered) monthly trash collection fees. In a few cases, workplace recycling programs have resulted in rebates to the business. Others noted that a robust recycling program would be a marketing tool to attract residents (#1) or customers (#2 and #3). Respondents in the multifamily group (#1) noted that residents ask for recycling and if there currently is no program, some residents take recyclables to other locations that do recycle (e.g., churches). Other benefits included conserving energy and resources, building a culture of working together, and "it's the right thing to do."

It's good resource stewardship. It's a necessary balance to a consumerist culture. (#1)

Residents love it. Our residents ask for it. More and more prospective residents ask if we have recycling. From a marketing standpoint, we need to do it to respond to consumer demand. (#1)

It cuts down on the amount of trash you have. (#1)

For us it's a small amount of money to have it picked up, much less than a trash pick up. (#1)

We tell employees to bring stuff from home if they don't recycle, since we have a program. (#2)

Saving the environment is tops. I'm passionate about it. When I see cardboard boxes and plastic bottles, it's so easy [to recycle]. (#2)

One of the benefits in a building is saving on operating costs...A good recycling program, even if it costs, you can get money back. The big thing is lessening operating expenses. (#2)

We're talking about creating a program and think it could be a positive thing for our employees. (#2)

As a company, we're trying to go green across the board. (#2)

Benefits outnumber drawbacks. More effort is required, but it's worth it. (#3)

A lot of our customers expect it and at some point, they will start to demand it. (#3)

We heard of a hotel in Addison whose occupancy rate went up 20 percent because they started a recycling program. (#3)

It saves money and generates money. We have our own balers for cardboard and paper. We've cut our trash pickups in half. (#3)

Recycling is a neat opportunity to make people think about what they buy and where it goes. (#3)

Drawbacks of Recycling (Focus Groups)

Respondents cited space concerns for both dumpsters and interior containers, cost for extra collection service, difficulties in sorting materials and for groups #2 and #3, the need to train and monitor staff. Space concerns were a major factor for Group #1. Groups #2 and #3 noted concerns that recycling would interfere with productivity and could require extra staff time, thus increasing costs. In addition, there would be extra costs at the front end for balers and other equipment. One respondent cited the need to shred confidential paper before recycling. Contamination was a concern for many, especially the property managers in group #1 who felt their residents would put trash in the recycling containers and also that their dumpsters would be vandalized by people who would steal the profitable items. Also in groups #1 and #3 was a perception that there is currently no market for recyclable materials.

It costs more money and the other thing is where are you going to put it [containers]? (#1)

There is no market for recycled goods. It's a warm fuzzy – a fake warm fuzzy – right now (#1)

We have to lock our containers since people steal our metal goods. (#1)

It's difficult for us to police the recycling dumpster [for contamination]. (#1)

We're struggling with our obstinate tenants. They know to do it but it's hard to get them to do it. (#2)

Makes a mess, causes clutter and takes too much space. (#2)

It would take me a while to educate my tenants. They tend to put their trash in the recycling bin. The clean up, enforcement and sorting are issues. (#2)

We attempted recycling but it wasn't user friendly so we abandoned it. (#2)

You have some people who just don't want to be bothered. There's some peer pressure now, and the big bosses are coming down on employees and helping us. Everyone is going green. (#3)

We talked to our trash collector but he said we'd need two bins, one for trash and one for recycling and that costs us. We did some calculating and it would cost more than just having trash collection. (#3)

A lot of companies don't have space for two bins. (#3)

I have tons of beer bottles I'd love to recycle, but then I'd need an extra bin and I don't have the space and that will make my bill go even higher. We'd have less parking and I still need space for food deliveries. (#3)

The cost of trying to recycle is prohibitive. We can't afford it. (#3)

If you look at all the costs of recycling, washing things and everything, it probably costs more to recycle, but you have to start somewhere. (#3)

Other Recycling issues (Focus Groups)

About half of the respondents currently have recycling programs in their workplaces, with respondents in the multifamily group less likely to offer recycling to residents. In the multifamily group (#1), two out of the seven have implemented recycling programs, while in the office/institution group (#2), six of the nine have programs and in the retail/hospitality group (#3) five of the nine recycle.

There was general agreement that single stream recycling offers a benefit, since it makes recycling easier and reduces contamination.

Respondents reported that the primary recyclables generated in their workplaces include cardboard, copy paper, plastic bottles, metal cans, glass and paper cups.

When asked what would motivate them to recycle or recycle more, respondents said they would want a user friendly system with no extra recycling fee. They also would like the ability to recycle multiple products with one vendor instead of dealing with different companies for different recyclable materials. The multifamily group (#1) noted that they would like an unobtrusive location to put the exterior recycling collection containers as well help in setting up

the program and meeting with residents to explain the program. They also would need assistance with locking containers to prevent vandalism or scavenging of lucrative recyclables, which could affect any rebate on material revenues.

If the cost were down [lower] and there were a place to put it, we'd recycle. (#1)

If someone would come in and walk me through it.... (#1)

If there were no charge for collection, that would be attractive. Make it user friendly. (#2)

In the office/institution group (#2) and the retail/hospitality group (#3), respondents commented that the Town is not currently sufficiently proactive when it comes to recycling. Managers do not know which recycling companies serve Addison and they do not know where to look for information or who has the "best" program. In selecting a recycling company, respondents thought the same criteria would apply as for selecting a trash collector (price and customer service), but they also would want a company that understands their specific workplace and could provide guidance and consulting services in setting up a recycling program. They also mentioned that the aesthetics of the recycling containers would be important.

For our company, a big issue is the range of recyclable goods collected. (#1)

So many companies recycle, but people don't know who to call. (#2)

Recycling has been going on a long time, but you never hear anyone talk about it. (#3)

On the recycling side, you need someone to work with you to increase the volume and then be honest about paying you for your materials. You need to work together as a team. (#3)

A lot of people don't know where to look for recycling information or whom to talk to. They assume it's only their trash collection company [who has information about recycling]. (#3)

We need to find out who has the best recycling service. (#3)

B. Proposal to transition to a single franchise collector

B1. Current system

The moderator next described the **current system** for trash and recycling in Addison, whereby businesses, organizations and multifamily complexes arrange for their own trash collection, choosing among eight permitted haulers who may or may not offer recycling collection. She asked respondents to list what they perceive to be the advantages and disadvantages of the current system.

Perceived advantages of current system (Focus Groups)

In all three groups, respondents noted that the ability to negotiate their individual trash collection contracts was the chief advantage. They said that competition among trash collectors keeps prices down, and they applauded freedom of choice. They also felt that with the competitive market, they receive better service, and they have the option to choose another collector if they are not satisfied with the service they receive. In addition, if they do encounter problems with their hauler, they know whom to call. They regard flexibility and a defined line of communication with a customer service rep as a clear advantage of the current system.

We're able to negotiate our own contracts, and big as we are, we can do it successfully. Competition keeps prices down and when you take away that competition, we're vulnerable. (#1)

All of our contracts offer 30-day outs. (#1)

Better service than we would receive from City trash collectors. (#1)

With the current system, you have the ability to pull the plug. You know whom to call. (#1)

Competition is an advantage and along with competition comes price reduction, and the service is better. (#2)

If you're not happy, you can let the trash company go and find someone who meets your needs. (#2)

You get competitive prices from more than one company. (#3)

Current system is flexible since everyone can do what they want to do. (#3)

Perceived disadvantages of the current system (Focus Groups)

Respondents noted that with the current system, they may not be aware of other haulers who charge less than what they pay for trash collection. They also said that the current system does not facilitate recycling, since permitted haulers are not required to offer recycling programs. In addition, the Town does not promote recycling or provide recommendations for recycling collectors. Respondents commented that the general lack of information about recycling is a disadvantage, and they have little time to research various hauler options themselves. One respondent suggested that the Town narrow down the options so that businesses would be able to get a better price for recycling service (#3).

You have to keep track of your rates in relation to others. You don't know if you are charged too much. XYZ company might charge less, but you don't know what they charge. (#1)

The range of recyclables, that's our grouse. Single family homes recycle glass but we can't. (#1)

A disadvantage is that the Town isn't involved enough under the current system. (#2)

I contacted six companies for quotes and was finally able to get the rate I wanted through negotiations, but I spent a month making these arrangements (#3).

The trash companies should steer you in the direction of recycling companies but they don't. (#3)

No one has the time to research all the companies out there so that's a disadvantage. Some people have better deals than others. It takes time to find out what's out there. (#3)

Our contractor promises a flat rate but then they add here and there, oil, gas, etc. (#3)

When asked if they consider excessive truck traffic and associated noise, pollution and wear and tear on the roads to be a disadvantage of the current system, respondents in all three groups indicated that this is not something they have considered, nor is it a factor for them. Although respondents noted that trucks often leak and leave stains, and that their carbon footprint is not good, they were under the impression that since the amount of waste would remain constant, the number of trucks would also remain the same, regardless of the type of system Addison were to adopt.

They come so early in the morning; I've not thought about the truck traffic. (#2)

I don't see overflowing containers like that. Who is the property manager at that place? [when shown photos of overflowing containers]. (#2)

If there were one collector, there would still be the same number of trucks on the roads. Wouldn't they need to buy more trucks to serve the Town [under the proposed system]? (#3)

As for a lack of economies of scale under the current system, respondents said they didn't think of this as an issue. Yes, one collector might lower costs, but they said it was unlikely. Administrative issues such as the time required for paying hauler invoices or contracting with a collector were also not perceived to be a disadvantage. However, when shown photos of overflowing trash containers, respondents said container aesthetics is an issue and they thought there is an ordinance requiring containers to be enclosed.

Aesthetics is a concern and we address that with our waste hauler. (#1)

Economies of scale and lowering costs isn't something we see when cities take over trash collection. (#1)

Economies of scale don't always push prices down. (#1)

When we told Addison we wanted to start a recycling program, Addison told us we had to build a screening wall. They're very tough on that and I'm glad. (#2)

B2. Proposal to transition to a single franchise hauler for trash collection

Respondents next completed Worksheet B (see Appendix F). This worksheet contained a description of the Town’s proposal to transition to a single franchise hauler selected through a competitive bid process. The hauler would be required to offer a menu of trash and recycling collection services, but under this system, businesses, organizations and multifamily residents would still be able to choose whether to recycle and which collector would provide recycling service, either the franchised hauler or others who offer recycling collection service. Respondents were asked to react to the proposal and to provide a rating of 1 (extremely negative) to 5 (extremely positive).

Initial reactions as recorded on worksheets (Focus Groups)

The multifamily group (#1) generally gave the lowest rating to the proposal, while the office/institution group (#2) and the retail hospitality group (#3) tended to give higher ratings, even though several of their group members were negative about the proposal.

Table 7 - Respondents’ ratings of Town’s proposal, by focus group number

Group (#)	Extremely Negative	Somewhat Negative	Neutral	Somewhat Positive	Extremely Positive
Multifamily (#1)	2	2	2	1	
Office/institutions (#2)		3		4	2
Retail/hospitality (#3)	1	2	1	4	1
TOTALS	3	7	3	9	3

What they found appealing

- The proposal would provide more recycling
- A single franchise collector would be selected under a competitive process
- “Possible” savings for trash collection
- Town assistance with setting up a recycling program
- A menu of trash and recycling collection services
- Set, transparent and standardized fees
- Diverting more garbage from the landfill
- Option to select a recycling collector

What they found unappealing

- Single hauler
- Sole contract to one collector

In their written comments on their worksheets, a number of respondents expressed concerns about moving to a one-hauler system and the belief that the Town of Addison would gain financially at the expense of the Town's business and multifamily residential communities. They also expressed an endorsement of free enterprise/competition and the ability to choose their own vendor. They also expressed concerns that the level of service they now receive not be compromised and that costs not rise. Those who favored the proposal wrote that they liked the proactive approach, which would boost recycling.

I like having the option of choosing my own [collection] company for my property (#1).

We would have no other choice but to use this program and have to deal with the City of Addison (most likely) if we have complaints. Prices will rise and the City would reap the benefits of that. What would the extra money bring for them? (#1)

I think possibly the same thing could be accomplished by "limiting" the number of haulers that they issue permits to. Instead of one hauler, offer several but maybe put a limit on the number. Although I can certainly understand limiting the air pollution and street wear, competition is still what's best for everyone. (#1)

My opinion of the proposal is that the City of Addison is also selling a "warm fuzzy" by talking about how they will decrease traffic and waste and all of that is speculative in order to gain the trash contract and additional revenues. I feel like it's a wolf in sheep's clothing trying to sell us something by putting a positive slant on the program. In the negotiation process, is there a franchise fee with the waste hauler? And how much is it? (#1)

So long as it expands our range of recyclables and does not increase our current costs for trash and recycling by more than 10%. Of course, maintaining or reducing costs is preferable and is a large source of my favorable opinion, given the general sentiment express by the proposal of greater efficiencies and reduced costs. (#1)

It sounds like a good proactive approach, however it still brings concerns that maybe the company the Town of Addison picks won't be able to provide the same level of service as the current provider. (#2)

It should have happened sooner. (#2)

Free enterprise competition equals better service at better prices. We don't need the town telling us how to run our businesses or properties. (#2)

I like it! (#2)

I think it would be a very positive idea to do this. It would cut cost and it's always nice to see the town clean. The negative is giving people only one form of recycling. (#3)

I would prefer to set up my own trash collection and recycling schedule. Not being told when and where to put my trash/recycling bins. And as long as the City would evaluate the collection company yearly to make sure everything is being met. (#3)

My concern about a single collection system is the final cost. Our experience has not been good with this [single franchise] system. We have a store in Rockwall where we have no choice and it is a poor and costly system. (#3)

NO on 1 company! (#3)

I like the program the City is proposing. (#3)

I do not think recycling should be optional. Might be advantageous to have a separate recycling vendor. The more recycled products, the less trash. (#3)

I feel if we are going to start a program like this, have cost being low and no extra charges for businesses to incur. (#3)

Sounds great to me. We need competition. (#3)

Discussion of the proposal (Focus Groups)

The moderator next led respondents in a discussion of the Town's proposal in which she elicited comments and opinions.

Negative comments

Negative comments generally dominated the discussion in all three groups, with many comments from the most vocal respondents echoing those in the worksheets.

Respondents who felt negatively about the proposal cited the lack of competition and flexibility as well as the need for businesses and organizations to maintain control of their trash collection services, since many have unique requirements (e.g., multifamily complexes don't want early morning collection while restaurants want collection before the business day begins; other have fluctuating need for pickups). These respondents said that the lack of competition is likely to result in higher prices for collection. Respondents also questioned whether the Town could find a single vendor who would have the capacity to service all of the Town's businesses, organizations and multifamily complexes.

Several respondents, especially in groups #1 and #3, mentioned the experiences of other jurisdictions (Plano, Lewis, Dallas, Richardson, Rockwall) that have a single collector and have experienced higher costs and poor service. One respondent reported that Irving had city pickup but is now moving to an open market system. However, there seemed to be confusion about whether those communities had municipal service or contracted with a single franchisee, as in Addison's proposal. Those opposed seemed warmer to the idea of a franchised vendor rather than service by the municipality (#1). Another respondent cited her experience with the Taste of Addison in which she was required to use a single ice and bottled drink vendor but had a bad experience when ice and water ran out (#3). The notion that under

the proposed system there would be fewer trucks and less solid waste was generally rejected by respondents.

A chief concern by some respondents, especially in the multifamily group (#1), was what the Town of Addison would stand to gain with the proposed system. There were suggestions that the Town would gain the entire franchise fee paid by a single vendor. Respondents noted that this type of system would be “uncharted territory” for the Town (#2), and once adopted, it would be difficult to change the system. Several respondents wondered what the real problem is with the current system that it has to be changed (#1, #2). Among groups #2 and #3 was the concern that citizens in Addison elect the Town’s officials but that the business community and multifamily properties don’t have the same power to influence decisions. In addition, respondents, several of whom have changed trash haulers due to poor service, were concerned that the Town might select a hauler with whom they have had a negative experience.

When a city signs a waste hauling contract, the city charges a franchise fee that is then passed along. I don’t know if the Town of Addison has something to gain [by this proposal]. (#1)

We might get cost savings initially but long term, we can’t turn back. (#1)

It’s not going to cut down the number of trucks. It will just change the color of the trucks. It won’t change the amount of trash. (#1)

What’s wrong with the way we manage trash now? (#1)

Potential cost savings for trash collection, based on our experience in Richardson, is not a guarantee. (#1)

I’m concerned about service needs, keeping the same schedule I have now. In our surveys, people get mad about the noise from trash trucks. We’re dealing with renters who will leave if they aren’t happy. (#1)

There’s no reason to change what we have now. We all want the same schedule. That means there will be more trucks. (#1)

In apartment communities, vacancy rates are rising and costs are going up. Will we have to absorb more costs? I don’t think the City is going to give us something for free. (#1)

I’ve seen situations in other municipalities where they’ve been forced to use one vendor, usually a big vendor and immediately with competition gone, the service drops off and you have nowhere to go if you aren’t happy. (#2)

Plano does that [single collector for trash]. We have properties there. And I promise you that when they don’t have competition, when we called we could never get a rep to call back. We had the sorriest service. It didn’t matter to them. And they had long-term contracts. There would have to be something in this to hold them accountable and to high standards of service. We hated this! When we were forced to have a vendor in Plano and Richardson that we didn’t like,

we went ahead and had a dumpster for them, but contracted with a second vendor who provided better service. The original vendor's service was so horrible that couldn't afford the tenant dissatisfaction so we passed the additional cost of having the extra container for the franchised collector back. (#2)

You have to have competition. (#2)

If the trash hauler had to collect on certain routes to be most efficient and achieve economies of scale, it could limit the choices I would have as to what time I receive service. I can't have collection when there is a carpool line. (#2)

You lose flexibility without a competitive situation. (#2)

If the Town were to select a company we previously cancelled with, we will have a sour taste because we were disappointed and we were through with that company. (#2)

I want some flexibility. This seems like take it or leave it. (#3)

We have some experience with this in Rockwall. Service is awful, it's expensive and there's no customer service and there is no recourse. So if you're unhappy, what do you do? It might have some potential if the City of Addison is smarter than the City of Rockwall. (#3)

If you give it to one company, I don't think they could handle it. They'd have to have an awful lot of trucks. (#3)

No one knows my business better than me, and what might be a good day for you to have your trash picked up might not be good for me. (#3)

Positive comments and suggestions

Respondents who expressed support for the proposed system felt it would result in more recycling. Respondents in all three groups suggested making recycling mandatory if the new system is adopted. This support was unanimous among respondents in group #3.

But respondents wondered who would enforce a mandatory ordinance and how it would be structured to minimize costs for businesses and organizations.

Why not provide the bins for us and make us do it? (#1)

Making recycling mandatory would make it easier to sell to managers and tenants. (#2)

If it [recycling] were mandatory, the Town would have to help cover some of the costs. (#2)

If the Town of Addison were to recycle all its paper, you could probably sell it and get all the money back. And the plastics....Start off with paper, plastics and cans. It's common sense. Make it mandatory. Charge those who don't recycle \$25 a month. (#2)

It's going to save some money and help the environment. (#2)

Everyone wants to recycle. There shouldn't be a choice on recycling. It should be the thing you do. (#3)

Make it so that if you do business in Addison, you have to recycle. (#3)

If the trash collection companies operate inside the Town of Addison, they should have to offer a recycling program. (#3)

The trick will be to find a way to help the little guy recycle. (#3)

Respondents said they might be willing to go along with the proposal if they could be assured that it would not increase their overall solid waste management costs. Respondents in group #2 said they would like to see an incentive for businesses that establish recycling programs, since they are not sure their costs will be reduced.

If it holds the line of costs, I'd be willing to endorse a plan that keeps costs stable – and good service. (#1)

If there were an incentive, this would be more attractive to my corporate office for us to set up a program, buy bins, train our employees, etc. (#2)

If there were no increase in costs, there would be no downside. (#2)

In group #3, there was the suggestion that businesses in small shopping centers could band together to share recycling containers and contract with a single recycling vendor.

We have eight restaurants in our shopping center and if the property manager could have a contract with one company, then we wouldn't have to have eight different trash containers and eight recycling containers. The collector would only have one trip instead of four or five trucks...But the problem would be deciding who pays what since each restaurant is different, has a different size. (#3)

Also in group #3, there was general approval for the suggestion to limit the number of permitted trash haulers to three or four who would be selected by the Town under a competitive bid process, thus continuing to provide some choice for businesses. If there were several vendors, they might specialize in serving various sectors and therefore meet their unique needs and schedule requirements.

I think it should be more than one company. City needs to regulate the companies and have a customer service backup. (#3)

I'm totally against it [a single trash hauler]. It takes away from free enterprise. If they narrowed it down to three or four companies I might be for it, but this is America. They shouldn't dictate what company I use. (#3)

Some respondents were confused about whether the proposed system would result in the Town providing collection service itself or the Town selecting a vendor who would provide service. The idea of competitive selection and a contract awarded to a vendor was more appealing than having the Town take over collection itself. In addition, if there could be a way to ensure some choice in the system, respondents would be more likely to accept it.

If you go through a competitive bid process and the contract is under review every six months, that would make a difference [be preferable to City collection]. (#1)

I'm willing to endorse this plan, since if it doesn't work, politicians will hear from us. We're a community of yuppies. They're making the right noises: save gas. The proposal sounds logical, if they provide services while lowering costs, that's admirable. (#1)

I like that I could choose another recycling company if I didn't like who the Town chose. (#2)

When hotels and restaurants in group #3 were asked about an opinion about organics (food scraps) recycling, they generally expressed interest in learning how they might implement an organics recycling program, but were not sure how such a collection system would work. Restaurant respondents reported that they currently recycle cooking grease.

Sure, we've thought about it, but we have tons of questions. Is it plausible? I'm not really sure. It's wet, we'd have huge labor costs. We tried to measure the amount of salsa we throw out and it was a lot. We'd be open to learning more. (#3)

Plano does it now. They are recycling tons. (#3)

It would be great, but what about the smell? It would have to be picked up daily. (#3)

As for whether there is any interest in substituting plastic bottles for glass, restaurant respondents rejected this idea since they said the product tastes different. When discussing this concept, one respondent also mentioned the aluminum 'bottles' currently available from some distributors. Respondents again replied with disfavor, this time due to the additional cost of these aluminum containers over traditional glass bottles.

Questions about the proposed system

Respondents had a number of questions about the proposed system:

- What would the terms of the contract be? Would it be short? Long? (Respondents favored a shorter-term contract)
- Would there be an "out" if the vendor does not perform? Whom would I go to with complaints?
- Who would be the contact person for complaints or requests? Town rep? Or vendor rep? (Preference for Town rep)
- How can I ensure that the vendor will meet my needs for a collection time that suits my organization and for other requirements I might have?
- Will there be an extra charge to recycle?
- Will the Town offer any type of incentive to businesses to recycle?
- Will recycling be mandatory? If so, how will it be enforced and monitored? Will you be fined if you don't recycle?
- How much money will the Town make on this new system? What will the Town gain from franchise fees?
- If the waste hauler pays a large franchise fee, who will end up paying it. Is that being negotiated?

- If recycling were mandatory, how would the Town treat restaurants and retail with their specific needs and requirements?
- Wouldn't this plan add traffic with multiple recycling vendors?
- How will routing be determined to make it efficient?
- How will this plan reduce the amount of trash?
- If this is really to encourage recycling, why not just have recycling drop off sites in the Town? And if the objective is to encourage recycling, why does the plan have as its centerpiece a single trash collector?
- What recourse would we have if we were dissatisfied with the single vendor?
- How can I ensure that containers are replaced once a year?
- Will the vendor carry sufficient insurance?
- Would we really be able to save money?

Feelings about the Town

As noted above, respondents expressed concerns about what the Town of Addison might gain from the new system and whether the Town has the capacity to implement and monitor the proposed system. Respondents used the words “lack of trust” and “lack of faith” in describing their feelings. At the same time, there were nearly unanimous positive views about the Town in general – a kind of disconnect with the opinions about the Town when discussing solid waste issues. Respondents commented that the Town is responsive to their needs, and dealings with the police, water and other departments have been overwhelmingly positive. The only negative comments came from two respondents in group #3 who have had difficulties with the Town’s sign ordinance. During each of the groups, it was apparent that respondents would welcome the opportunity to be more engaged with the Town, especially as the Council moves forward with a decision on this trash collection proposal.

I don't think Addison is trying to do anything but what they think is best for the community. Addison has a tradition of going above and beyond for their residents. But they may just be on the wrong track. But they've heard that people want to recycle. (#1)

If they want us to recycle, why don't they put up recycle bins in the City? (#1)

Single family homes in Addison are happy with their trash and recycling service, so I suppose our [apartment] community would be serviced as if it were one of single family homes. (#1)

I've had good experiences with the Town and they are responsive. I want to trust them but I like competition and the free market. It's a hard decision. But I need to take care of my residents. (#1)

The City is good and responsive. My tendency is to trust the City, but I like the free market. (#1)

What's the upside for the Town in all of this? Are they going to be able to collect additional revenues? (#2)

The proposal seemed very positive about wanting to implement a recycling program and lowering costs. I think the Town is really making an effort. (#2)

I don't know how much weight we as a business would have with the Town of Addison, given that we don't vote. The Town caters to residents because that's who votes. (#2)

This [the proposal] is a caring action and all these points are genuine and I love it that we can talk about this. But the points of non-competition and all, maybe going into this, there can be some outs with a 30-day notice. (#2)

It all boils down to how much faith you have in the Town. (#3)

Town is very accessible. City Council is accessible. (#3)

You have officials in the City and they are hiring their friends as contractors. (#3)

Once you give up your freedom, it's gone. (#3)

C. Outreach methods

Recycling policies

While the moderator left the room to confer with Town officials, GBB Project Manager Michelle Minstrell led a discussion in which respondents were asked to recommend policies that would expand community-wide recycling. The groups suggested the Town provide tax credits for recycling and incentives to businesses for purchasing recycling equipment, funded by the franchise fee paid by trash and recycling haulers. They also suggested that the Town provide containers (various types and sizes, interior and exterior) for recycling, assist with educating tenants and employees, and provide information on collectors' recycling rates and programs. One group suggested that the Town award a franchise to a single recycling vendor who would provide free pickups, while another suggested that the Town open recycling drop-off sites for businesses and residents. Respondents want to engage with the Town and haulers, suggesting town meetings or forums, and they said single stream recycling is preferable to systems in which they are required to separate materials.

Communications methods

Respondents in all three groups said that e-mail is the most effective way for the Town to communicate with businesses, organizations and multifamily complexes. They suggested the Town hold forums or symposia on issues that affect them, including trash and recycling. Some respondents have visited the Town's website, but respondents in group #1 suggested that the website needs to be better organized and offer RSS and other social media tools so that businesses can subscribe to information on topics of interest. Group #3 suggested the Town form a business council that has the ability to oversee and provide input into the Town's decisions that affect businesses. Other communications vehicles mentioned were an e-

newsletter and letters from the Town manager. There was a difference of opinion about other direct mail from the Town, with some welcoming it and others commenting that they would probably not read it.

3.4 Commercial Solid Waste and Recycling Programs Benchmarking

The Town requested benchmarking information from two nearby Texas communities that have exemplary commercial recycling programs: the cities of Frisco and Plano. In addition, while researching additional commercial recycling and franchising, GBB reviewed results from a statistically-significant online survey of businesses in San Jose, California, initiated in early 2008.

Both Frisco and Plano are solid waste members of the North Texas Municipal Water District (NTMWD) which provides solid waste disposal services to the member cities of Frisco, Allen, McKinney, Plano, Richardson, and the citizens of Collin County through operation of three transfer stations and their landfill, *121 Regional Disposal Facility*.¹⁴ Commercial trash collection service rate information was compared among Frisco, Plano, and Addison to provide an assessment of how the current rates Addison locations pay measure up against other nearby cities with programs similar to that which Addison is considering implementing. The service rate comparison information is shown in Table 8.

Table 8 - Trash Service Rates

Cost per cubic yard collected, One container, Once per week service				
Cubic yards container	Frisco¹	Plano²	Addison Low³	Addison High³
2	\$ -	\$ 5.61	\$ 6.67	\$ 9.82
3	\$ 3.57	\$ 4.85	\$ -	\$ -
4	\$ 3.57	\$ 4.40	\$ 3.87	\$ 9.36
6	\$ 3.57	\$ 3.99	\$ 3.80	\$13.49
8	\$ 3.57	\$ 3.90	\$ 1.93	\$ 4.02
10	\$ 3.57	\$ -	\$ -	\$ -
average	\$ 3.57	\$ 4.55	\$ 5.61	

Table Notes:

¹ Per City of Frisco, *Ordinance No. 09-01-01*, passed January 20, 2009.

² Per City of Plano, *Franchised City Rates*, Effective November 1, 2007.

³ As reported by Addison commercial customers via GBB's Online Survey.
(No entry indicates no data available.)

¹⁴ North Texas Municipal Water District, "About Our Solid Waste System," <http://www.ntmwd.com/solidwastesystem.html> > (21 December 2009)

3.4.1 City of Frisco, Texas

Background

The city of Frisco, Texas, is located 14 miles due north of Addison. Described as a wealthy and rapid growing suburb of Dallas, Frisco is situated in both Denton and Collin Counties. Although the 2000 census reported the city population as 33,714, according to 2008 city and census estimates, the population has now surpassed 100,000. The United States Census Bureau reports that the city has a total area of 70 square miles.¹⁵

Contracted Private Trash Hauler System

Frisco first implemented a private collection system for commercial waste in the 1990s. The current contract was initiated in response to an RFP issued in April 2004¹⁶, which detailed services for the following material collections: commercial trash; residential trash and recycling; and construction waste and recycling. At the city's choice, sets of collection services could be contracted to different solid waste, recycling, and construction collection firms. The winning proposer for commercial trash customers, Independent Environmental Services Incorporated (IESI), has served the city in this program since 1999. This contracted trash service agreement also includes trash and recycling collection from single-family residential homes in Frisco; the city employs the same contracted hauler for commercial trash and residential trash and recycling under one contract.

Frisco's commercial trash is collected through a single contracted hauler, hired directly by the city, to collect from each commercial customer in Frisco. Although the city is not the collector for refuse, the city has contracted with the hauler to provide commercial refuse collection from commercial customers. Since this is a contract and not a franchise, there are no "franchise fees" charged by the city to the contracted hauler. Frisco selected a contract system over a franchise system as city staff is able to manage several facets of the commercial trash services themselves, such as disposal charges, service billing, complaint resolution, and education, thus only requires the contractor to provide container(s), collect, and haul the trash. The fees charged by the hauler to the city per customer are set in the initial contract, resulting from the RFP; these are not the public fees charged to the commercial customer(s) and do not include disposal charges at the NTMWD transfer/disposal location(s). Frisco does not require any registration or permitting fees of contracted hauler collection vehicles.

The contract for trash collection is currently awarded through renewal of a private contract between the hauler and the city. The most recent five-year agreement began in 2004 and

¹⁵ Wikipedia, "Frisco, Texas," 3 December 2009, <http://en.wikipedia.org/wiki/Frisco,_Texas> (8 December 2009)

¹⁶ *Competitive Sealed Proposal No. 0403-024 for Solid Waste and Recycling Services*, City of Frisco, Texas, April 2004.

originally included five one-year optional extension periods. However, in 2009, Frisco instead negotiated one five-year extension onto the expiring contract and added a fuel cost adjustment policy. The new current contract is thus due to end in 2014.

Collection Rates and Services

The menu of collection services available and fees charged to commercial customers are set by the city and publicly available in the city's ordinance and on their web site. These customer fees are based on costs to the city, including the collection costs charged by the contracted hauler, disposal costs paid by the city to the NTMWD transfer/disposal sites, city billing/customer service overhead, and city environmental services outreach and education.

Commercial customer trash collection rates are set by the city, exclusive of any taxes, and issued via ordinance. Trash collection rates are provided for various sizes and types of trash containers as well as different collection frequencies and optional service features such as gate closure, container deodorizing, and servicing of container locks. Collection rates are the same for all types of commercial customers; the type of business or organization represented by the customer is not a factor in setting rates schedules. Current monthly rates, effective January 20, 2009, for once-per-week collection of standard front-load trash containers range from \$45.00 for 3 cubic-yards container to \$150.00 for service of 10 cubic-yards. These rates translate into costs of exactly \$3.57 per cubic yard collected, for all service levels, including disposal charges at NTMWD transfer/disposal facilities.¹⁷ As shown in Table 8, this rate is lower than all but one customer's rate reported in GBB's Addison survey. Rates are also available for smaller collection carts and smaller-size compactors. Collection haul charges for larger compactors and permanent open top roll-off containers do not include any disposal costs, which are added based on the tonnage of waste hauled in the container(s).

Annual adjustments to the rate paid by the city to the contracted hauler are based on the net change in the Department of Labor's Bureau of Labor Statistics *Consumer Price Index for All Urban Consumers, Dallas – Fort Worth metropolitan area (CPI-U)* and the contractor must provide supporting documentation for any adjustments requested. Details of the recent fuel cost adjustment policy within the newly signed agreement have not been made public, since contract price adjustments are made only between the city and the contracted hauler.

The city provides all billing and payment services for commercial trash customers. The contracted hauler is responsible for ensuring that all commercial customers are on the city's billing system and providing information regarding the individual service agreements for customers, allowing the city to bill the establishments at an adequate rate. The original RFP specifies that the contracted hauler shall provide collection services at least once per week and

¹⁷ City of Frisco, Texas, *Ordinance No. 09-01-01*, passed January 20, 2009.

service agreements for each individual location shall be in writing, detailing the size of container, day(s) of service, and collection rate. In addition, the city determination shall supersede the contractors with regard to acceptable container location and screening.

Customer service functions related to service frequency, extra collection needs, and container selection are handled between the contracted hauler and the commercial customer, with the hauler directing any information necessary for billing revision to the city. Any service complaints which cannot be resolved between the customer and hauler can be escalated to the city for staff involvement and resolution, since they are the final billing entity.

The original RFP for services listed six major holidays, in addition to any holidays designated by the NTMWD disposal facilities. Collection for commercial customers whose service would originally fall on a holiday is scheduled one day prior to or on the next business day following the holiday. The contracted hauler is obligated, at their sole cost and expense, to notify each commercial customer prior to any holiday-delayed collection. In addition, the RFP details that the contracted hauler shall not provide service on Sundays, unless the city has provided prior approval, and shall comply with city ordinance requirements in proximity to residential properties. Based on individual customer service agreements, the contracted hauler is to establish efficient collection routes.

Collection Equipment and Performance Standards

The original RFP details collection equipment (vehicles, machines, trucks) standards to which the contracted hauler must adhere. In addition, to encourage the use of emission-reducing fuels where practicable and appropriate, proposals were requested for pricing with and without the use of 'alternative fuel' vehicles so the city could make a cost comparative judgment in contract award. The hauler is to establish a regular preventative maintenance program, clean the vehicles and equipment on a regular weekly basis or more frequently as may be necessary, and have adequate standby equipment available to complete daily routes in the event of equipment failure or excessive trash volumes. Collection is to be made with typical "packer" trucks, and vehicles must not leak or scatter waste. Variation of collection equipment size and type is required, adequate to service all locations, including any special collections. In addition, a list of all identification numbers for collection vehicles is to be furnished to the city and will be forwarded to the NTMWD transfer/disposal facilities as authorization to use the site(s).

Any scheduled collection withheld from a customer by the contractor, due to customer violations including timely setout, inadequate container(s), improper material volume, or special waste, must be detailed in notification to both the city and the customer, attached to the container or their front door, indicating the nature of the violation and the correction required so trash can be serviced at the next regular collection date. If a non-collection is

brought to the city's attention by the customer and no violation had been logged by the contractor, the contractor must collect the trash within twelve (12) hours of being so ordered by the city. Failure to collect within twenty-four (24) hours after city collection order, allows the city to assess a non-collection penalty upon the contractor. The RFP required a two hundred and fifty thousand dollar (\$250,000) performance bond from the successful contracted hauler.

Bulk trash containers are required to have lids sufficient to prevent escape of waste as well as lettering, not less than 2" high, showing the contracted hauler's name and local customer service telephone number. Carts for commercial collection must also conform to the city-approved color scheme and have an individual identification number or barcode, with of which the contracted hauler shall keep a database corresponding to their service customer address. The contracted hauler may lease appropriate containers to commercial customers, providing sufficient information to the city for billing of agreed upon charges. Damaged containers must be repaired within five (5) working days, with appropriate charges depending on cost and fault.

Tonnage Information

Frisco does not receive any tonnage information directly from the contracted trash hauler; however, since the city pays the disposal fee at the NTMWD transfer stations and landfill, the hauler must collect only Frisco waste in the load. NTMWD facilities report Frisco tonnages to the city based on deliveries by the contracted hauler. Frisco uses this information to track their progress toward commercial waste reduction. Since implementation of their program, city staff has seen a reduction in the amount of trash tonnage on a per-commercial-customer basis. In addition, with the removal of many recyclable materials, staff has noticed that the tonnage records show Frisco's commercial trash appears lighter per cubic yard collected.

Recycling Services and Requirements

Recycling remains voluntary for commercial entities in Frisco. Neither the collection RFP nor the ordinance detailed any rate schedule for commercial recycling collection services. Recycling collectors/haulers operating in the city are not required to register or obtain any permit from the city specifically for these activities. The contracted trash hauler is not required to specifically have recycling services available in addition to their waste collection activities. City staff is generally aware of companies operating commercial recycling service in the city and will provide this information to interested commercial entities as part of their recycling education and outreach activities. The city has recently begun considering formalizing the commercial recycling program through issuance of a collection services RFP. This would also facilitate reporting of recycling tonnage.

Recycling Promotion Funding/Activities

Although annual funding, in the amount of at least five thousand (\$5,000) dollars, for the city's recycling education and outreach program was initially requested in the trash hauling RFP, that funding was an optional item which the city selected not to implement in the current contract. Thus, no money is specifically required from the contracted trash hauler to be used toward funding the city's recycling education activities.

The original RFP called for the contracted hauler to annually supply and use four different seasonal displays, advertising city programs, on the sides of each truck servicing city commercial accounts with artwork at the discretion of the city.

C&D Waste and Recycling

Also originating from the same April 2004 collection services RFP, the city has contracted for exclusive hauling of temporary open-top containers, typically used for C&D waste, with Champion Waste Services, Ltd. No other hauler is permitted for this service within city limits. As with other commercial services, billing for this waste collection is performed through city of Frisco offices and construction waste customers do not pay the hauler directly. Charges, exclusive of appropriate current tax rate, are detailed in the city solid waste collection fees ordinance. A deposit is required before container delivery is initiated and if final charges are less than the initial deposit, a refund will be given. Charges for any leased containers are forwarded to the city for billing of commercial customers directly.

In May 2001, Frisco enacted a Green Building Ordinance for residential structures and followed it in 2004 for commercial structures. In addition to other various green building activities, these ordinances require the separation and recycling of certain construction waste materials. As markets, technologies, and building practices changed, the ordinance requirements have also evolved to restrict the following materials from being discarded in mixed C&D waste containers: wood, brick, concrete, and metal. These specific materials must be recycled from residential and/or commercial buildings. Collection of recyclable C&D materials is available through a city-contracted C&D recycling hauler, allowing any builders seeking *LEED* certification to obtain records on amounts of project construction wastes recycled.

A list of locations accepting construction waste materials for recycling is regularly updated and available on the city's website. Construction wood segregated for recycling is accepted at the NTMWD composting site, operated by the city of Plano. This wood is incorporated into various *Texas Pure* soil products and the city actively promotes their use. In addition, the original RFP tasked the contracted construction waste/recycling hauler with annually providing one thousand (1,000) cubic yards of finished compost to the city for use on their park facilities.

Special Cleanup Events

The RFP required the contracted construction waste hauler to provide up to thirty (30) large roll-off containers each year to be used by the city at annual community clean-up and other special collection events. Any containers in excess of the specified number are received at a reduced rate. A schedule of dates and locations of such events is agreed upon annually and the contractor is not responsible for disposal charges on materials from these containers when delivered to NTMWD facilities.

City Staff Recycling Assistance

The Frisco Public Works Department Environmental Services Division is responsible for environmental education and outreach in addition to administering residential recycling and trash services, commercial building waste and recycling services, and Household Hazardous Waste (HHW) safe disposal. The staff also runs the *Environmental Collection Center*, a drop-off recycling and HHW collection center accepting materials from any Frisco resident¹⁸, especially apartment residents without on-site recycling collection. Rufus, the division's cartoon canine mascot, is available for visits to civic groups and any 'environmentally-minded' citizens are encouraged to join Frisco's *Green Team*, to assist with community service, volunteer opportunities and other educational programs and classes. Rufus' activities and other recycling information are promoted through various methods, including billboards on collection vehicles, division staff vehicle wrapped with recycling graphics, *Green Teams* at all Frisco schools, adopt-a-street program signage, coloring books and other activities/information available from the website.¹⁹ Funding for these activities is provided, in part, through a portion of the trash service fees paid by commercial collection customers, along with the fees for other sector waste and recycling services. Frisco's Environmental Services Division functions as an enterprise fund and, as such, must generate all of the revenue necessary to run their programs.

3.4.2 City of Plano, Texas

Background

The city of Plano, Texas, is situated within 15 miles northeast of Addison and lies adjacent to Frisco to the due south and south east. As an affluent northern suburb of Dallas, Plano is located mostly within Collin County. Based on the 2000 census, Plano's population of 222,030

¹⁸

<http://www.friscotexas.gov/departments/publicworks/environmentalservices/collectioncenter/Pages/default.aspx>

¹⁹ <http://www.friscotexas.gov/departments/publicworks/environmentalservices/kidscorner/Pages/default.aspx>

makes it the ninth-largest city in Texas and, according to the United States Census Bureau, the city has a total area of 71.6 square miles.²⁰

Franchise/Permit Hauler System

Plano first implemented a franchise system for commercial waste in the 1980s. Due to the lapse of time, information on the public outreach process or any major issues present when the franchise system was implemented has essentially been lost. Businesses and organizations now accept this system as “the way it is” in Plano for trash and recycling. Except for corporate changes due to mergers, the same contracted hauler, Allied Waste Services, has held the trash collection franchise contract since at least 1991.

Plano’s commercial trash and recycling system employs a combination franchise and permit/registration system for trash and recycling collection within Plano limits. One company receives the exclusive franchise to collect all bulk commercial trash in Plano while various recycling service providers are granted non-exclusive franchises and must annually register and permit each vehicle hauling recyclable materials. The current franchise trash service company also holds registration/permits to offer recycling collection services to its customers and operates a recycling processing center within the city, capable of processing, at a minimum, source-separated hi-grade paper and single-stream recyclables. City staff indicate that many commercial customers select the franchised hauler to collect their recyclable materials.²¹

The franchise for trash collection is currently awarded through renewal of a private franchise agreement between the contractor and the city. The term of the most recent agreement was for a period of five years and included a provision for two additional three-year extensions upon mutual agreement by both parties. The current agreement is in the second and final three-year extension, due to end in February 2012.

Companies collecting and hauling loads of only recyclable materials from Plano are charged an annual \$100 registration fee and a \$10 per vehicle annual permit fee. Permits are then issued to each vehicle used by a collection company. If any subcontractor is used by a collection company for hauling/transporting, an additional \$150 contracted hauler registration fee is assessed annually.

In consideration of the exclusive franchise, the selected trash hauler pays franchise fees to the city on a monthly basis. A variable franchise fee, equal to a percentage of hauler collection accounts, varies between 5% and 7%, depending on the year of the agreement, with the fee

²⁰ Wikipedia, “Plano, Texas,” 4 December 2009, <http://en.wikipedia.org/wiki/Plano,_Texas> (8 December 2009)

²¹ Personal communication with Robert Smouse, Sustainability & Environmental Services Manager, City of Plano, TX, August 31, 2009.

rising after the second and fourth years. The exact amount of the variable franchise fee owed is calculated from the contractor's billings for exclusive and noncompetitive collection services, but specifically excludes any amounts received by the contractor for sale of recyclable materials. The fixed franchise fee, the initial amount of which was specified in the original agreement and subject to annual escalation, is divided into twelve equal installments. In the 2001 agreement, the annual fixed franchise fee was \$585,000, as the amount determined necessary to fund the city's program efforts with five staff members, program development and implementation, recycling containers, and collection equipment for the Organic Recycling stream. The franchisee agrees to include the cost of franchise fees in its rates and to charge to all commercial customers in the city, except as explicitly waived by the city, such as the waiver provided for the Plano Independent School District.

Collection Rates and Services

Maximum permissible collection service rates for trash and recycling are set in the franchise agreement and a new menu of rates and services is published if changes occur. Any price adjustments are made annually based on the net change in the Department of Labor's Bureau of Labor Statistics *Consumer Price Index – Urban Wage Earners and Clerical Workers, Dallas – Fort Worth metropolitan area (CPI-W)* and the contractor must provide supporting documentation for any adjustments requested. Rates are provided for various sizes and types of trash and recycling containers as well as different collection frequencies and optional service features. The type of business or organization represented by the customer is not a factor in setting the maximum permissible rates; contracted rates are standardized for all types of customers. Current monthly maximum rates, effective November 1, 2007, for once-per-week collection of standard front-load trash containers range from \$47.10 for 2 cubic-yards container to \$131.07 for service of 8 cubic-yards. As shown in Table 8, these rates translate into costs ranging between \$3.90 and \$5.61 per cubic yard collected, with the smaller containers charging more per yard. The mean/average of Plano's rates is \$4.55/yd while the mean/average of Addison's reported rates is \$5.61/yd, which equals the highest per yard charge in Plano's rates.²²

Charges for recycling services are also set in the exclusive franchise trash hauler's agreement. Monthly rates for front-load, single-stream recycling, collected once-per-week range from \$50.64 for a 2 cubic-yard container to \$52.13 for an 8 cubic yard container. Collection is also available in carts, with the monthly prices starting at 'no-charge' for the small business office paper-only program, and ranging between \$12.50 per cart serviced twice per month to \$20 per cart for once-per-week collection.²³ (Addison's survey did not provide adequate recycling

²² City of Plano, *Franchised City Rates*, Effective November 1, 2007.

²³ Ibid.

service pricing to make a valid conclusion on typical rates.) Rates charged by any of the other non-exclusive recycling haulers are not specifically set by the city.

The exclusive hauler invoices commercial customers directly and any service frequency changes are coordinated between the hauler and customer.

Select commercial customers are excluded from this system and defined as a 'non-franchisee commercial customer'. These could be entities such as a church, business, medical office, or other non-residential customer generating volumes of solid waste that can be contained in a 95-gallon container and that can be serviced by the City's residential collection crews, as determined by the Environmental Waste Services Division.

Performance Standards and Bond

The exclusive franchise trash hauler is subject to performance standards, set forth as part of the franchise agreement. Topics detailed in the standards include: collection schedules, container service and maintenance, customer service, and reporting. A performance bond is required of the contractor, to indemnify the city against any loss, expense, cost of damage resulting from any default by the contractor. In addition, commercial service customers are also tasked with responsibilities including: maintaining container access or incurring service delays, elimination of overfull/overweight containers, odor and insect control, prompt payment, deposit of only appropriate materials, and safekeeping of equipment furnished by the contractor.

Franchised Hauler Satisfaction Survey

Plano's Commercial Recycling staff conducts a customer satisfaction survey biannually, allowing commercial customers to rate the exclusive franchise contracted hauler and initiate City staff follow up as needed. In 2008, the City mailed out 2,615 surveys with a 15% response rate from commercial customers. Eighty-five percent (85%) of the respondents rated the hauler's overall performance as Good to Excellent, while 15% rated the overall performance as Needs Improvement. This favorable portion is down slightly from the 2005 survey showing 90% or the 2003 high of 91%, but has improved over the 2001 low of 79%. Surveys indicating a Needs Improvement rating are sent to the hauler for review and the hauler representative is to contact the customers to discuss concerns, identify procedural improvements and implement necessary customer service improvement needs. A follow up survey is then sent to those customers to gauge any improvement in the interim months.

Hauler Reporting

The exclusive hauler provides monthly trash tonnage reports to the City, broken down by service methods (roll-off containers and front-load containers). Due to the disposal

agreements in place between Plano and NTMWD transfer stations and landfill, the contractor is required to begin all Plano commercial routes with an empty truck, collect only Plano commercial customers, and deliver material directly to the designated NTMWD transfer/disposal location(s), obtaining a weight for only the Plano waste collected.

As a condition of their annual registration, non-exclusive recycling service providers and haulers registered with the City must submit a written report, utilizing the City's form, providing the weight (in appropriate unit of measure, for each type of material recycled) and the origin of recyclable material. Reporting is done monthly or quarterly, as approved by the City.

Commercial/Multifamily Recycling Program

Recycling remains voluntary for commercial entities in Plano. The city did set a goal of forty percent (40%) diversion to be attained by January 1, 2004, and encourages progress toward the goal by increasing marketing and public education efforts with the commercial businesses in Plano. In addition, the trash franchise contractor has agreed to provide non-exclusive recycling services to commercial businesses. City staff is responsible for conducting public education and information services related to commercial recycling and work closely with the exclusive trash contractor to promote the separation and diversion of recyclable materials from commercial trash. A history of Plano's commercial and city overall diversion rates is included in Table 9 and Figure 4 shows the progression of the commercial diversion percentage.

Table 9 - Diversion Rate: Plano, TX²⁴

Year	Commercial Diversion %	City Overall Diversion %
99-00	5.60%	17.00%
00-01 ¹	7.40%	17.90%
01-02	7.40%	18.90%
02-03 ²	12.70%	22.30%
03-04	14.02%	22.80%
04-05	20.00%	26.30%
05-06	20.39%	26.40%
06-07	22.45%	28.50%
07-08 ³	15.50%	24.70%
08-09	26.02%	30.70%

Table Notes:

¹ Commercial Diversion Program began mid 2000-01.

² Construction & Demolition Recycling initiated Summer of 2003.

³ The 2007-08 decrease was due to Administration errors within reporting elements of the program.

²⁴ Source: Robert Smouse, Sustainability & Environmental Services Manager, City of Plano, via email, 12/ 15/2009.

Figure 4 - Plano Commercial Diversion Percentage²⁵

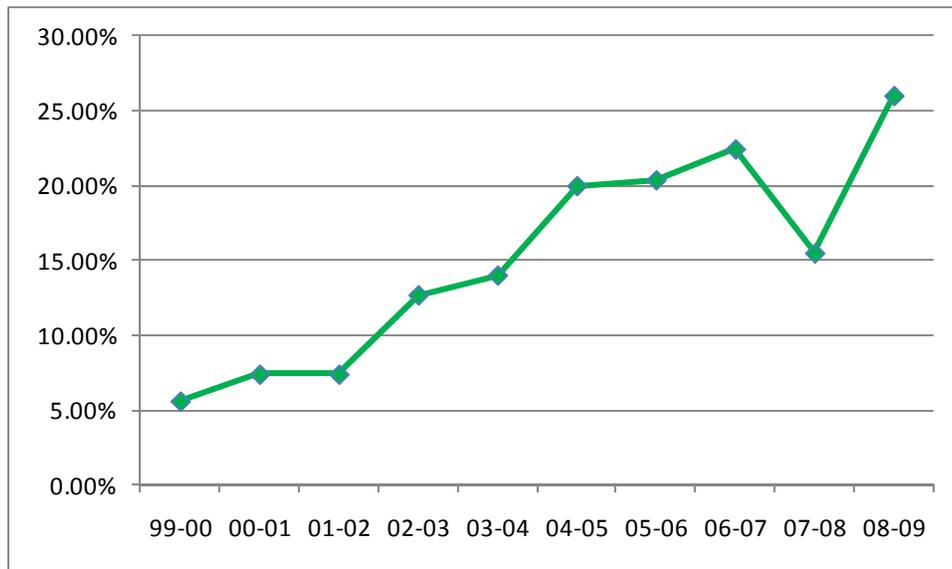


Figure Notes:

- ¹ Commercial Diversion Program began mid 2000-01.
- ² Construction & Demolition Recycling initiated Summer of 2003.
- ³ The 2007-08 decrease was due to Administration errors within reporting elements of the program.

Ultimately, the City reserves the right to audit and enforce commercial recycling accounts by periodically verifying that the materials being collected in a recycling container are source-separated recyclables, as listed on the permit, and are free from solid waste or other non-recyclable materials.

Recycling Promotion Funding

The exclusive franchise hauler is required to assist in the funding of the city’s Community Education & Outreach Division, which serves the environmental focuses of resource conservation, water quality, composting, energy conservation, and the *Live Green in Plano* volunteer program. The annual funding amount was over \$65,000 in 2001 and subject to escalation; the basis of this funding amount cannot be confirmed at this time. The city agrees to allocate 50% of these monies to its Earth Week recognition and Annual Award program.

C&D Recycling

In January 2009, the City modified its existing source-separated construction and demolition debris recycling ordinance to include a program aimed at achieving 60% diversion (by weight) of

²⁵ Source: Robert Smouse, Sustainability & Environmental Services Manager, City of Plano, via email, 12/15/2009.

C&D for recycling. Similar to other jurisdictions, this program requires a deposit to be paid upon obtaining a building permit, with some exceptions, and then rebates those monies back based on recycling activities for the construction wastes generated on the job. C&D haulers must also pay a flat rate of \$500 annually for registering as a C&D recycling provider.

Organics Recycling

In 1992, the City of Plano began operating a composting program as part of their integrated solid waste management plan to divert recyclable materials from landfill. In 2004, Plano became the contractor for the North Texas Municipal Water District regional composting program. The city's composting operations now accept material from area residential yard waste collections, construction wood from the *Green Builder* programs operating in Frisco and Plano, and private deliveries of yard trimmings, clean wood, and food scraps. The city also provides educational materials, staff training, collection containers, and collection services for source-separated recycling of commercial organic materials, specifically food scraps from businesses. Upon approval, compostable organic material, including food scraps, collected from businesses throughout the DFW area by other private haulers, can be delivered to Plano's composting site. The Plano composting facility produces various soil products and markets the material as *Texas Pure*.

City Staff Recycling Assistance

The Environmental Waste Services Division is responsible for implementing Plano's commercial recycling promotional and education plan. The Plano Commercial Recycling Program staff are trained specialists who work with organizations, evaluating their present waste stream(s) and disposal methods and recommending an appropriate waste reduction/recycling program(s) that will reduce the monthly disposal costs and increase the volume of materials diverted from landfill. These activities help support the city's 40% Recycling Goal. These coordinators work with permitted recycling haulers while focusing on four beneficial local recycling programs: organics diversion (through the city-operated *Texas Pure* composting of food wastes and other organics), single-stream collections, small businesses, and Construction & Demolition (C&D) debris recycling diversion.²⁶ In addition, general education and promotion are provided through methods such as: a commercial recycling hotline, information on available recycling haulers, publicity/media articles/appearances, workshops, and a reduction partners mentor program.

²⁶ City of Plano, "Commercial Recycling" < <http://www.plano.gov/Departments/Environmental%20Services/CommercialRecycling/Pages/default.aspx> > (8 December 2008)

3.4.3 City of San Jose, California

Background

The city of San Jose is the third-largest city in California and the tenth-largest in the United States. The city serves as the county seat of Santa Clara County and is located at the southern end of the San Francisco Bay Area. The U.S. Census Bureau estimated its 2008 population as 948,279 and the city has a total area of 178.2 square miles according to the United States Census Bureau.²⁷

Online Commercial Recycling Survey

Beginning in February 2008, the City of San Jose, California undertook a research effort to examine current recycling practices, recycling barriers, and preferences for ways to increase recycling by members of the business community. Provided as a set of 21 questions and available for two months, the San Jose online survey was very widely publicized and received over 550 responses, a statistically significant sample of opinion in the San Jose business market. Interestingly, some of the same themes were evident in this survey as were seen in the Addison survey, showing that the two business communities share similar concerns and opinions. Three of the biggest obstacles to recycling, by businesses of all sizes as measured by square footage, were: space limitations for recycling containers, hauler not offering service, material separation not convenient/too time consuming. In the absence of a business recycling program, some respondents indicated that someone from their business takes recyclables home to be recycled there. When asked how the business could increase recycling, the top three answers were: more recycling choices provided by the hauler, lower costs for service, and receiving assistance in designing and implementing collection programs. In addition, comments indicated that there were frequently no recycling services offered by the building owner/landlord or janitorial services.

On the subject of an exclusive (franchised) system, where a hauler would be selected and rates negotiated by the City or a non-exclusive system, such as currently exists in San Jose and Addison, preference was split essentially 50/50. Smaller businesses, both as measured by square footage and number of employees, seemed to slightly prefer an exclusive system, while businesses with more employees, construction, and food-service industry slightly preferred a non-exclusive system. When asked for suggestions on how the City could increase recycling for businesses, themes that emerged included: education, including publishing case studies, and incentives (such as lower rates) to encourage recycling; advertising the City's 'Green' aims and

²⁷ Wikipedia, "San Jose, California," 8 December 2009, <http://en.wikipedia.org/wiki/San_jose,_ca> (8 December 2009)

statistics showing progress; and cooperation between government and business, such as offering incentives versus fines.

Impetus and Implementation

San Jose has a Zero Waste Goal of meeting 75% diversion by 2013 and a set of Green Vision Goals including the diversion of 100% of waste from landfills. In order to meet these goals and based partially on the results of this survey effort, in September 2008 the City Council approved a multi-district exclusive system for commercial garbage and recycling. Then in March 2009, they approved development of a Request for Proposals to solicit and award an exclusive franchisee to collect and process commercial solid waste, recyclables and organic materials for each of two service districts. The scope of the system, with certain exemptions, includes collection of solid waste, recyclables, and organics in carts, front-load bins, roll-off boxes, and compactors. A transition period between award of franchise and implementation of new service providers is planned, commensurate with the scope and size of the City. The San Jose, California *Summary of Results from Online Survey* is provided in Appendix H.

3.5 Conclusions and Recommendations

Based on conclusions from the three research methods (online survey, interviews, and focus groups), benchmarking information from nearby selected communities, and GBB industry experience, we have developed the following 12 recommendations for the Town to consider as it makes decisions about the proposed franchise trash collection system.

R-1 *The Town should provide immediate assistance for businesses, organizations and multifamily complexes to establish recycling programs.*

Regardless of the final decision on the franchise system for trash collection, we recommend the Town take immediate proactive steps to promote recycling. It was clear that Addison businesses, organizations and multifamily complexes want to recycle if it can be convenient and reduce costs. Currently, managers in these sectors do not know where to turn for a list of recycling vendors or for assistance in setting up a program. As an initial step, the Town should inform the businesses/multifamily sector that Town has “heard your request for assistance in creating increased recycling and is working on a solution” – detail some of the activities undertaken/planned by Town and direct managers to a list of resources. At a minimum, the Town should post on its website a list of recycling vendors and information about how to set up a program (see next recommendation). This information is readily available in other nearby jurisdictions and could easily be adapted for the Town. Recycling education to Addison organizations could inform them about the vast range of materials that can be included in a corporate recycling program, through standard and/or specialty haulers. The Town should work with the Addison Business Association, North and South Quorum Associations, the Apartment Association of Greater Dallas, local/regional chamber of commerce, and other applicable local business groups to distribute this information, as well as through the Town’s lists.

R-2 *Make the Town’s website a recycling resource for businesses, organizations and multifamily complexes.*

Most of the respondents have visited the Town’s website and they agree that it contains a great deal of helpful information. However, the website could be expanded now to provide a range of trash and recycling information, even before any decision is made on the proposal, to better serve as a resource for the commercial and multifamily sector. We recommend dedicating a section of the site for these sectors, and include recycling information, lists of recycling haulers, updates on solid waste issues, a calendar for business meetings, etc. There also could be an Addison Business Blog, which might feature commentary and updates from business people.

R-3 *Involve business, organization and multifamily solid waste managers in the decision-making process for the proposed new system by forming a business/organization/multifamily advisory committee.*

Business and property managers want to be involved in the Town's decision-making process on this initiative as well as in other issues. We recommend the Town consider establishing an advisory committee with representatives from the various sectors (retail, hospitality, restaurants, office buildings, professional services, multifamily, institutional, etc.). The committee would meet with Town staff and its advisors as they work through the details of the transition to a closed market system for trash collection and increased commercial recycling. This advisory council would be involved in the procurement process, including the development of the request for proposals, vendor selection and development of an agreement. Including comments and recommendations from these affected parties would ensure that their concerns and questions would be addressed early on in the process and should lessen the likelihood of program rejection by Addison commercial entities.

R-4 *Consider a transition to a closed market system with no more than three franchised trash collectors.*

Respondents clearly valued choice and competition. By developing a system with a limited number of permitted haulers, selected through a competitive process, the business community and multifamily complexes would retain a measure of choice and the ability to contract with haulers under terms that meet their needs and requirements. Table 10 provides suggested steps of a franchise competitive procurement process. The Town's cost for its services related to franchise management and business recycling promotion and assistance, including the addition of Town recycling program staff, would be covered by franchise fees, as specified in the procurement.

Table 10 - Basic steps of a procurement process to contract with a private party for commercial waste/recycling services.

<u>Step</u>	<u>Task</u>
1	Scope the Procurement Request, including: conduct field work to inventory existing/proposed container sizes, locations and frequency of pick-up (confirm selection now that recycling is to be included)
2	Draft Procurement Documents, including a Draft Contract (To be reviewed by Town attorney)
3	Advertize and Post Procurement
4	Prepare Evaluation Protocol and Select Evaluation Committee
5	Hold Pre-Proposal Conference
6	Prepare and Issue Addenda to RFP and Answers to Questions
7	Receive Proposal Submissions and Review
8	Interview Shortlisted Proposers
9	Evaluation Team Prepare and Approve Evaluation Report
10	Present Recommendations to Town Council
11	Council Authorization to Negotiate (Also at this Step, issue an announcement to the public regarding what has happened and the likely schedule for the changes.)
12	Negotiate and Execute Contract
13	Phase In New Franchise Haulers, per schedule set forth in procurement and contract(s)

R-5 Incorporate billing, reporting, and container requirements into franchise hauler(s) RFP.

In a multi-hauler franchise system, billing of customers is recommended to be done by the franchised haulers, rather than the Town being involved in this activity. While consolidated invoicing can lower hauler expenses and liabilities, this is not as practical in a system where more than one franchised collector operates in an area. Since customers could be adjusting which company collects at their location, this service information is best kept with the hauler and the bills generated directly to the customer from the hauler. If only one award results from the process, the Town can consider doing the billing itself, providing reduced liability to the hauler while adding responsibilities to the Town, the cost of which can also be covered in the RFP stipulations.

Reporting tonnages monthly and annually to the Town should be required in the franchise, allowing the Town to track and report waste quantities and recycling progress to local businesspersons and regional associations.

Regardless of the number of haulers franchised, the selected vendor(s) should be tasked with providing various types of uniform containers, conforming to Addison standards, to each customer. Multiple aspects of these uniform containers could be specified such as:

color, maintenance, labeling, use of a Town Recycling Program logo/sign, size/type, etc. Since some research responses indicated that container specifications were currently important to some locations, it would behoove the Town to be mindful of what requirements are set forth, getting feedback and input from their business and multifamily constituents. The use of a stakeholder advisory committee in the procurement would assist in this activity.

R-6 *Make recycling mandatory for businesses, organizations and multifamily complexes.*

These sectors have positive opinions about recycling and are ready to implement programs as long as they can be assured that their trash fees will be reduced and any fees for recycling collection will not result in additional cost beyond what they currently pay for trash alone or a current, private combined program. If recycling becomes mandatory, it will be even more important for the Town to have at least one, preferably two, dedicated staff members to publicize, promote, and educate multifamily complexes and businesses as well as assisting these customers in assessing their discards, setting up a recycling program, and adjusting their trash services accordingly. The Town recycling program staff would be vital in working directly with commercial and multifamily customer representatives to identify the appropriate mix of collection containers for trash and recycling collection at specific locations, since many options for container types and sizes are available for both trash and various recyclable materials. For some organizations, new containers may be needed to replace large containers used for current trash-only services. Staff would also consult on service frequency for all materials as a way to minimize container size, maximizing available space.

Mandatory recycling could specify targeted materials for which a recycling program must be in place, such as cardboard. This assures that businesses set up a program for at least certain materials but doesn't necessarily require recycling of all possible materials, since quantity generated, perpetual market, and available service providers could present a hurdle to programs for lesser-known recyclable materials. Since single-stream recycling collection is available from various companies in the DFW area, most typical materials generated by businesses, organizations, and multifamily complex residents could be included in a singular collection container. However, some businesses may prefer to maintain segregated collection of certain materials, such as office paper, since there may be opportunity to receive revenues back from the collector for these materials.

R-7 *Solidify a legal interpretation/decision on current hauler permit ordinance application.*

Addison's current permit ordinance is unclear as to whom it applies. Current permit holders include only companies that provide trash collection, although some permitted haulers also

offer recycling services. No recycling-only collectors hold Addison permits but it is not clear whether they are actually required to or not. The cost of quarterly permitting fees, if charged to recycling haulers, could serve to discourage recycling by increasing service costs to customers. Companies operating in Addison for large enclosed compactor containers and open-top roll-off containers, such as those historically utilized at Town special events or for construction and demolition wastes, do not all appear to be permitted. It is not clear whether revenues reported by the current permitted haulers constitute only those for front-load trash services or from all types of containers, materials, and services provided by each company. Discussions with Town staff indicated that a legal interpretation would be needed to determine the 'intent' of the ordinance, before additional enforcement could be performed. While considering a change from the current "open market" system and encouraging more recycling, Addison needs to become clear on what the 'intent' and meaning is of their existing ordinance, before moving forward with revisions.

R-8 Conduct a thorough survey of active haulers in Addison.

The current method by which Addison tracks haulers operating in the area is insufficient to catalog all companies providing services. Difficulty with the current practices include: staff effort not specifically targeted to that activity, infrequency of review, containers lacking hauler labeling or not visible from public areas, follow-through or recourse for non-permitted haulers, and uncertainty over which haulers require permits. Once the 'intent' of the original permit ordinance is clarified, a survey could reveal several additional companies requiring permits under the existing system. Depending on the eventual system selected and the time line to move forward, the Town could consider whether to require these additional haulers to obtain permits and collect associated fees up until a new system is implemented.

R-9 In making the transition to a closed market system, develop a comprehensive education program for businesses, organizations and multifamily complexes.

At present, these sectors generally don't see a compelling need to limit their choice of trash collectors. Appealing to factors such as truck traffic, pollution, wear and tear on the roads, etc., at present does not resonate. It will be important for the Town to clearly state what the problem is that is leading the Town to move in this direction. The objective should be to obtain "informed consent" from the business community and multifamily property managers. Informed consent is a willingness to go along with a course of action, even if opposed, because affected parties see that the Town is making a responsible decision and have listened to their concerns. For this reason, the Town's education program will need to reach out to businesses, organizations and multifamily complexes through meetings and information sessions where each of these sectors is invited to provide input. It will also be

important to engage opinion leaders in the various sectors and enlist them in the outreach effort. Very few focus group respondents in group #3 (the only group we asked) are involved in the Addison Business Association, making this group of limited use in the outreach effort, but the ABA should nevertheless be involved.

R-10 Conduct business recycling seminars that focus on best practices for various sectors.

Respondents have some misperceptions about how recycling can actually reduce costs. We recommend the new Addison recycling staff member(s) develop a series of case studies of businesses, organizations and multifamily complexes in Texas and elsewhere that have successful commercial recycling programs. Several Addison businesses and organizations have profitable programs and could serve as the basis for these case studies. Organizing a series of recycling seminars that highlight these programs will enable managers to hear firsthand how their peers have developed successful programs that they might emulate.

R-11 Develop comprehensive email lists for Addison businesses, organizations, institutions and multifamily complexes – and provide periodic email updates to these lists.

Currently, within various departments, the Town has lists of and contacts for restaurants, hotels and multifamily complexes, but only some of these lists contain current email addresses. Respondents in all survey methods demonstrated a clear preference for email communications and it should therefore be a priority to develop more comprehensive business contact lists with email addresses. Various methods could be employed to obtain email addresses, including any official Town commercial data gathering efforts, requests/forms provided with utility billings, recycling staff outreach, and activities under the social media recommendation. With these email lists, the Town will be in a position to contact the commercial and multifamily sectors with updated information.

R-12 Use social media such as Facebook, Twitter and YouTube to promote recycling.

Many municipalities have *Facebook* pages and *Twitter* accounts in which they update their communities about activities and programs. Links to *Facebook*, *Twitter* and *YouTube* are provided on their home pages. The Town should provide links from its home page and make active use of social media to provide program and policy updates to business, organization and multifamily managers and owners. This may be best implemented once dedicated Town recycling program staff has been secured, since regular updates and responses will be required.

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4.0 Next Steps

4.1 GBB review of Addison Codes/Ordinances

- Town decision-makers to provide GBB with direction on the facets of a franchise system of interest in moving forward.
- GBB will devise recommended ordinance language revisions to accommodate Commercial and Multifamily Franchised Collection and increased Recycling, per Town's desires.
- After review and acceptance by the Town, GBB will present these language recommendations to Town decision-makers at a mutually agreed-upon meeting for consideration and further action.

4.2 Addison decision-makers review information and direct further action

Considering the opinions received from this research and GBB's recommended ordinance language revisions, Town decision-makers will select a course of action to further Commercial and Multifamily Recycling in Addison.

Additional GBB assistance would be available for:

- Procurement process for Franchised Hauler RFP drafting, issuance, review, recommendation, and negotiation.
- Near-term recommendations to assist businesses in upgrading existing waste/recycling services.
- Public education and outreach including assistance in organizing business/multifamily studies, developing case studies, and Town recycling information website development.

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Council Agenda Item: #R 2a

AGENDA CAPTION:

Approval of the Minutes for:
December 1, 2009, Regular City Council Meeting and Work Session; and December 8, 2009,
Regular City Council Meeting and Work Session

FINANCIAL IMPACT:

N/A

BACKGROUND:

Approval of Minutes.

RECOMMENDATION:

Approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[12-01-2009 Minutes](#)

[12-08-2009 Minutes](#)

Type:

Cover Memo

Cover Memo

**OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL
WORK SESSION**

December 1, 2009
6:30 P.M. – Town Hall
5300 Belt Line Road
Upstairs Conference Room

Council Members Present:

Mayor Chow, Councilmembers Braun, Clemens, Lay and Noble

Absent: Daseke and Mellow

Work Session

Item #WS1 - Discussion regarding recap of WorldFest 2009, funding for the 2010 Event and World Affairs Council of Dallas/Fort Worth Contract for consulting services.

Barbara Kovacevich led the discussion regarding recap of WorldFest 2009, funding for the 2010 Event and World Affairs Council of Dallas/Fort Worth Contract for consulting services.

There was no action taken.

Item #WS2 - Discussion regarding political campaigning in public buildings

Carmen Moran and John Hill led the discussion regarding political campaigning in public buildings

There was no action taken.

Mayor-Joe Chow

Attest:

City Secretary-Lea Dunn

**OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL
REGULAR SESSION**

December 1, 2009
7:30 P.M. – Town Hall
5300 Belt Line Road
Council Chambers

Present: Mayor Chow, Councilmembers Braun, Clemens, Lay and Noble

Absent: Daseke and Mellow

Regular Session

Item #R1 - Consideration of Old Business.

The following employees were introduced to the Council: Bill Bonny with the Fire Department and Ricky McCafferty with the Police Department.

Item #R2 - Consent Agenda (Items #2a through #2c).

#2a - Approval of the Minutes for:

November 10, 2009, Regular City Council Meeting and Work Session

Item #2b - Approval of purchasing 331 water meters from Hersey Meter Company in an amount not to exceed \$81,589.18, for water meter replacement in the Oaks North Area.

Councilmember Clemens moved to approve Items #2a and #2b.

Councilmember Braun seconded the motion. Motion carried.

Voting Aye: Chow, Braun, Clemens, Lay and Noble

Voting Nay: None

Absent: Daseke and Mellow

Mayor Chow pulled Item #2c.

Councilmember Braun recused himself for Item #2c and left Council Chambers. He did not participate in the discussion or vote.

Item #2c - Approval of a Supplemental Agreement to the Agreement for Professional Services with Icon Consulting Engineers, Inc., in an amount not to exceed \$33,350.00, for additional professional services on the Vitruvian Park Phase 1 Infrastructure project.

Councilmember Clemens moved to approve Items #2c.

Councilmember Lay seconded the motion. Motion carried.

Voting Aye: Chow, Clemens, Lay and Noble
Voting Nay: None
Absent: Daseke and Mellow
Abstaining: Braun

Councilmember Braun returned to Council Chambers.

Item #R3 - Presentation, discussion and consideration of approval of the appointment of a member to the Charter Review Commission.

Carmen Moran presented the following appointments for Councilmember Mellow:

Roy Stockard 14853 Oaks North Place
Burk Burkhalter 3824 Waterford Drive

Councilmember Noble presented the following appointments:

Bruce Arfsten 17085 Windward Lane
Kelly Blankenship 4113 Rive Lane

Councilmember Lay presented the following appointment:

Lance Murray 3884 Weller Run Court

Mayor Chow presented the following appointments:

Neil Resnik 15707 Spectrum
David Griggs 14605 Dartmouth Court

Item #R4 - Presentation, discussion and consideration of approval of the purchase of thirteen (13) 2010 Police Package Dodge Chargers, three (3) 2010 Police Pkg. Chevrolet Tahoe's, one (1) 2011 1 Ton Crew-Cab Truck, three (3) 2011 ¾ Ton Super-Cab and Service-Body Trucks, one (1) 2010 ½ Ton Chevrolet Hybrid Electric Pick-up Truck and one (1) 2010 Ford Escape Hybrid Electric Vehicle under the Town's Inter-local Agreement with the Houston-Galveston Area Council (HGAC).

Mark Acevedo requested the Tahoe for Municipal Court be excluded from this purchase.

Councilmember Braun moved to approve the purchase of thirteen (13) 2010 Police Package Dodge Chargers, two (2) 2010 Police Pkg. Chevrolet Tahoe's, one (1) 2011 1

Ton Crew-Cab Truck, three (3) 2011 ¾ Ton Super-Cab and Service-Body Trucks, one (1) 2010 ½ Ton Chevrolet Hybrid Electric Pick-up Truck and one (1) 2010 Ford Escape Hybrid Electric Vehicle under the Town's Inter-local Agreement with the Houston-Galveston Area Council (HGAC).

Councilmember Clemens seconded the motion. Motion carried.

Voting Aye: Chow, Braun, Clemens, Lay and Noble
Voting Nay: None
Absent: Daseke and Mellow

Item #R5 - Presentation, discussion and consideration of approval of a resolution of the City Council of the Town of Addison, Texas, in support of Senate Bill 1451 and encouraging the United States Senate to pass a multi-year federal aviation administration reauthorization bill to fund the Airport Improvement Program (AIP).

Councilmember Lay moved to approve Resolution R09-026 of the City Council of the Town of Addison, Texas, in support of Senate Bill 1451 and encouraging the United States Senate to pass a multi-year federal aviation administration reauthorization bill to fund the Airport Improvement Program (AIP).

Councilmember Clemens seconded. Motion carried.

Voting Aye: Chow, Braun, Clemens, Lay and Noble
Voting Nay: None
Absent: Daseke and Mellow

At 8:03 P.M., Mayor Chow announced that Council would convene into Executive Session to discuss the following Items:

#ES1 - Closed (Executive) session of the Addison City Council pursuant to Section 551.087, Texas Government Code, to discuss or deliberate regarding commercial or financial information that the City Council has received from, and/or to deliberate the offer of a financial or other incentive to, a business prospect or business prospects that the City Council seeks to have locate, stay or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations.

#ES2 - Closed (Executive) session of the City Council pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with its attorney(s) to seek the advice of its attorney(s) about pending litigation, to wit: *Thielsch Engineering, Inc. v. Town of Addison, Texas, et al*, Cause No. 08-00463, 95th District Court, Dallas County, Texas.

The Council came out of Executive Session at 8:58 P.M.

#R6 - Consideration of any action regarding commercial or financial information that the City Council has received from, and/or action regarding the offer of a financial or other incentive to, a business prospect or business prospects that the City Council seeks to have locate, stay or expand in the territory of the Town of Addison and with which the City Council is conducting economic development negotiations.

Councilmember Clemens moved to approve action regarding commercial or financial information that the City Council has received from, and/or action regarding the offer of a financial or other incentive to, a business prospect or business prospects that the City Council seeks to have locate, stay or expand in the territory of the Town of Addison and with which the City Council is conducting economic development negotiations.

Councilmember Braun seconded. Motion carried.

Voting Aye: Chow, Braun, Clemens, Lay and Noble
Voting Nay: None
Absent: Daseke and Mellow

#R7 - Consideration of any action regarding pending litigation, to wit: *Thielsch Engineering, Inc. v. Town of Addison, Texas, et al*, Cause No. 08-00463, 95th District Court, Dallas County, Texas.

Councilmember Clemens moved to approve to authorize the City Manager to attend the mediation meeting in accordance with discussions conducted during the Executive Session regarding pending litigation, to wit: *Thielsch Engineering, Inc. v. Town of Addison, Texas, et al*, Cause No. 08-00463, 95th District Court, Dallas County, Texas.

Councilmember Lay seconded. Motion carried.

Voting Aye: Chow, Braun, Clemens, Lay and Noble
Voting Nay: None
Absent: Daseke and Mellow

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

Mayor-Joe Chow

Attest:

City Secretary-Lea Dunn

**OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL
WORK SESSION**

December 8, 2009
6:30 P.M. – Town Hall
5300 Belt Line Road
Upstairs Conference Room

Council Members Present:

Mayor Chow, Councilmembers Braun, Clemens, Daseke, Lay, Mellow and Noble

Absent: None

Work Session

Item #WS1 - Discussion regarding Crowne Plaza Expansion request.

Ron Whitehead led the discussion regarding Crowne Plaza Expansion request.

There was no action taken.

Mayor-Joe Chow

Attest:

City Secretary-Lea Dunn

**OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL
REGULAR SESSION**

December 8, 2009
7:30 P.M. – Town Hall
5300 Belt Line Road
Council Chambers

Present: Mayor Chow, Councilmembers Braun, Daseke, Clemens, Lay, Mellow and Noble

Absent: None

Regular Session

Item #R1 - Consideration of Old Business.

Councilmember Lay announced that City Manager Ron Whitehead has been named Citizen of the Year by the Metrocrest Chamber of Commerce.

The following employees were introduced to the Council: Randy King with the IT Department, Les Chapel with the Conference Centre, Ian Wootten with the Fire Department and Mike Meharg with the Police Department.

Item #R2 - Consent Agenda

#2a - Approval of a Festival Consulting Agreement with World Affairs Council of Dallas/Fort Worth (WAC) in an amount not to exceed \$37,000.00 for WorldFest 2010, subject to City Attorney approval.

Mayor Chow pulled Item #2a for clarification.

Mayor Chow moved to approve Item #2a.

Councilmember Braun seconded the motion. Motion carried.

Voting Aye: Chow, Braun, Clemens, Daseke, Lay, Mellow and Noble

Voting Nay: None

Absent: None

Item #R3 - Presentation, discussion and consideration of approval of the appointment of a member to the Charter Review Commission.

Councilmember Daseke presented the following appointments:

Neil Hewitt 3756 Park Place
Linda Groce Pokolodi Circle

Councilmember Braun presented the following appointment:

Suzy Oliver 14605 Hemingway Court

Councilmember Lay presented the following appointment:

Margie Gunther 14616 Heritage

Councilmember Clemens will email his appointments to Carmen Moran.

Item #R4 - Presentation, discussion and consideration of approval of an ordinance providing for increased prior and current service annuities for retirees and beneficiaries of deceased retirees of the Town of Addison, and establishing an effective date for the ordinance.

Councilmember Daseke moved to approve ordinance 009-040 providing for increased prior and current service annuities for retirees and beneficiaries of deceased retirees of the Town of Addison, and establishing an effective date for the ordinance.

Councilmember Lay seconded the motion. Motion carried.

Voting Aye: Chow, Braun, Clemens, Daseke, Lay, Mellow and Noble
Voting Nay: None
Absent: None

Item #R5 - **PUBLIC HEARING** Case 1588-Z/Town of Addison. Presentation, discussion and consideration of approval of an ordinance amending Planned Development Ordinance #625 in order to amend Section 3, Paragraph 4, which sets forth parking regulations, located at 14275-14295 Midway Road (the Midway Atriums Office buildings) and 14315 Midway Road (the Holiday Inn Crowne Plaza Hotel), on application from the Town of Addison, represented by Carmen Moran, Director of Development Services.

Mayor Chow opened the meeting as a public hearing. No one spoke. Mayor Chow closed the meeting as a public hearing.

Councilmember Clemens moved to approve Ordinance 009-041 amending Planned Development Ordinance #625 in order to amend Section 3, Paragraph 4, which sets forth parking regulations, located at 14275-14295 Midway Road (the Midway Atriums Office buildings) and 14315 Midway Road (the Holiday Inn Crowne Plaza Hotel), on application from the Town of Addison, represented by Carmen Moran, Director of

Development Services, amending Section 3, Paragraph 4, which sets forth parking regulations, in order to read as follows:

Section 3, Paragraph 4:

Required parking on the site shall be set as follows:

Office: (1/400 s.f.) One space per each 380 square feet of floor area. An office complex of 50,000 square feet or more (1/400 s.f.) square feet of net useable area.

Hotel/motel: One space per room. Banquet or meeting space in a hotel, one space per 500 square feet.

Councilmember Daseke seconded. Motion carried.

Voting Aye: Chow, Braun, Clemens, Daseke, Lay, Mellow and Noble
Voting Nay: None
Absent: None

Item #R6 - PUBLIC HEARING Case 1589-SUP/Holiday Inn Crowne Plaza Hotel. Presentation, discussion and consideration of approval of an ordinance amending an existing Special Use Permit for a restaurant, and an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption, in an existing hotel in order to add meeting rooms, located at 14315 Midway Road, on application from the Holiday Inn Crowne Plaza Hotel, represented by Mr. Ross Harle of Tabani Group, Inc.

Mayor Chow opened the meeting as a public hearing. No one spoke. Mayor Chow closed the meeting as a public hearing.

Councilmember Clemens moved to approve Ordinance 009-042 amending an existing Special Use Permit for a restaurant, and an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption, in an existing hotel in order to add meeting rooms, located at 14315 Midway Road, on application from the Holiday Inn Crowne Plaza Hotel, represented by Mr. Ross Harle of Tabani Group, Inc., subject to the following condition:

-The applicant shall submit detailed landscaping and irrigation plans prior to the issuance of a building permit.

Councilmember Lay seconded. Motion carried.

Voting Aye: Chow, Braun, Clemens, Daseke, Lay, Mellow and Noble
Voting Nay: None
Absent: None

Item #R7 - **PUBLIC HEARING** Case 1590-SUP/Back Nine Restaurant. Presentation, discussion and consideration of approval of an ordinance amending an existing Special Use Permit for a restaurant, an amendment to a Special Use Permit for the sale of alcoholic beverages for on-premises consumption in an existing restaurant, and approval of a Special Use Permit for a billiard parlor, located at 4060 Belt Line Road, on application from Mr. Dallas Hale.

Carmen Moran noted that the Planning and Zoning Commission Findings should be corrected to reflect that Planning and Zoning Commission Member Chris DeFrancisco voted nay regarding Case 1590-SUP/Back Nine Restaurant during the Planning and Zoning Commission Meeting on November 19, 2009.

Mayor Chow opened the meeting as a public hearing. No one spoke. Mayor Chow closed the meeting as a public hearing.

Councilmember Mellow moved to approve Ordinance 009-043 amending an existing Special Use Permit for a restaurant, an amendment to a Special Use Permit for the sale of alcoholic beverages for on-premises consumption in an existing restaurant, and approval of a Special Use Permit for a billiard parlor, located at 4060 Belt Line Road, on application from Mr. Dallas Hale, subject to the following condition:

-all dead or missing landscaping on the site shall be replaced prior to the issuance of a Certificate of Occupancy.

Councilmember Braun seconded. Motion carried.

Voting Aye: Chow, Braun, Daseke and Mellow
Voting Nay: Clemens, Lay and Noble
Absent: None

Item #R8 - Presentation, discussion and consideration of approval of Work Order No. 3 with HNTB Corporation for Bus Stop Design Development, construction drawings and specifications.

Councilmember Lay moved to approve Work Order No. 3 with HNTB Corporation for Bus Stop Design Development, construction drawings and specifications.

Councilmember Noble seconded. Motion carried.

Voting Aye: Chow, Braun, Clemens, Daseke, Lay and Noble
Voting Nay: Mellow
Absent: None

Item #R9 - Presentation, discussion and consideration of approval of an amendment to the professional services agreement with HNTB Corporation for an amount not to

exceed \$25,000.00 for the independent design review of the Vitruvian public Infrastructure bridge design plans.

Councilmember Braun recused himself for Item #R9 and left Council Chambers. He did not participate in the discussion or vote.

Councilmember Daseke moved to approve an amendment to the professional services agreement with HNTB Corporation for an amount not to exceed \$25,000.00 for the independent design review of the Vitruvian public Infrastructure bridge design plans.

Councilmember Lay seconded. Motion carried.

Voting Aye: Chow, Clemens, Daseke, Lay, Mellow and Noble
Voting Nay: None
Absent: None
Abstaining: Braun

Councilmember Braun returned to Chambers.

Item #R10 - Presentation and discussion regarding the Fourth Quarter 2009 Fiscal Year Financial Review of the Town of Addison.

Jason Cooley presented the Fourth Quarter 2009 Fiscal Year Financial Review of the Town of Addison.

There was no action taken.

At 9:45 P.M., Mayor Chow announced that Council would convene into Executive Session to discuss the following Items:

#ES1 - Closed (Executive) session of the Addison City Council pursuant to Section 551.087, Texas Government Code, to deliberate the offer of a financial or other incentive to a business prospect that the City Council seeks to have locate, stay or expand in the territory of the Town of Addison and with which the City Council is conducting economic development negotiations.

The Council came out of Executive Session at 11:07 P.M.

#R11 - Consideration of any action in connection with and/or regarding the offer of a financial or other incentive to a business prospect that the City Council seeks to have locate, stay or expand in the territory of the Town of Addison and with which the City Council is conducting economic development negotiations.

Councilmember Clemens moved to approve to authorize the City Manager to act in accordance with discussions conducted during the Executive Session regarding the offer of a financial or other incentive to a business prospect that the City Council seeks

to have locate, stay or expand in the territory of the Town of Addison and with which the City Council is conducting economic development negotiations.

Councilmember Braun seconded. Motion carried.

Voting Aye: Chow, Braun, Clemens, Daseke, Lay, Mellow and Noble
Voting Nay: None
Absent: None

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

Mayor-Joe Chow

Attest:

City Secretary-Lea Dunn

Council Agenda Item: #R 2b

AGENDA CAPTION:

Approval to reject all bids for Arapaho Road Bridge Painting, Bid #10-03.

FINANCIAL IMPACT:

N/A.

BACKGROUND:

The blue paint on the Arapaho Road Bridge has oxidized and is in need of cleaning, priming, painting and sealing.

On November 30, 2009, bids were opened on the Arapaho Bridge Painting project. Ten contractors submitted bids. The low bid (\$61,750.00) submitted by Concord Commercial Services was rejected for lack of an acceptable bid bond. The second low bid (\$69,837.00) submitted by Southwest Building Concepts, Inc., is \$19,837.00 above the budget sealing for this project. Staff believes that by making some modifications to the specifications this project can be completed within budget. Specifically, by clarifying the surface preparation portion of the specification, and eliminating one of the blue coats of paint.

RECOMMENDATION:

Staff recommends that all bids for Arapaho Road Bridge Painting, Bid #10-03, be rejected.

COUNCIL GOALS:

Conduct the Business of the Town in a Fiscally Responsible Manner

ATTACHMENTS:

Description:

[Bid Tab](#)

Type:

Cover Memo

Arapaho Bridge Painting

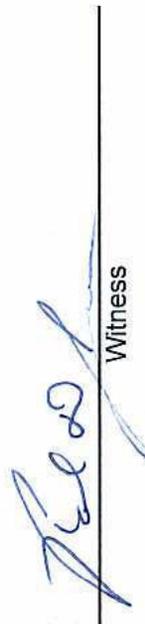
BID NO 10-03

DUE: November 30, 2009

10:00 AM

BIDDER	Signed	Bid Bond	Bid Total
TRI - Brothers Contracting, Inc	✓	✓	\$ 140,000
Blastco	✓	✓	\$ 169,000
Artistic Painting Company	✓	✓	\$ 147,762
TarTob Commercial Services	✓	✓	\$ 108,000
Thomas Industrial Coatings	✓	✓	\$ 256,133
Southwest Building Concepts, Inc	✓	✓	\$ 69,837
ATCI Contracting	✓	✓	\$ 168,000
N.G. Painting, L.P.	✓	✓	\$ 362,000
Classic City Utility	✓	✓	\$ 145,663
Concord Commercial Services	✓	✓	\$ 61,750


 Matt McCombs, Management Analyst


 Witness

Council Agenda Item: #R 2c

AGENDA CAPTION:

Approval of the award of a bid in the amount of \$87,293.50 to Curtco, Inc., for joint and crack sealing on various roadways.

FINANCIAL IMPACT:

This project is funded for 2009-2010 in the Streets Operations Budget.

BACKGROUND:

During the budget process the Town Council authorized the expenditure of \$100,000 for street joint and crack sealing. This project is for joint and crack sealing on Inwood Road, Lindbergh Drive and Sidney Drive, and crack sealing on Addison Road and Keller Springs Road. These streets were included as part of the base bid.

The bid was structured with four alternate streets (Centurion Way, Runyon Road, Beltwood Parkway, and Surveyor Blvd.) to be added if the base bid were low enough. The \$87,293.50 bid includes the base bid and all four alternate bids.

Prior to bid opening on December 7, 2009, this project was advertised twice in the Dallas Morning News, placed on Demandstar, and specifications were sent to several contractors. Five contractors submitted bids.

The low bid of \$87,293.50 was submitted by Curtco, Inc., Curtco, Inc., has worked for the Town before, and was the low bidder on last years roadway joint and crack sealing project.

RECOMMENDATION:

Staff recommends awarding this contract in the amount of \$87,293.50 for roadway joint and crack sealing to Curtco, Inc.

COUNCIL GOALS:

Conduct the Business of the Town in a Fiscally Responsible Manner

ATTACHMENTS:

Description:

[Joint and Crack Sealing Bid Tabulation](#)

Type:

Cover Memo

Joint and Crack Sealing

BID NO 10-05

DUE: December 7, 2009

10:30 AM

BIDDER	Signed	Bid Bond	Base Bid	Additive Alternate #1	Additive Alternate #2	Additive Alternate #3	Additive Alternate #4	Total + Alternates
SCR Construction	Y	Y	\$ 78,754.25	14,069.60	4,246.00	\$ 9,369.00	10,157.10	116,595.95
Canyon Construction	Y	Y	\$ 100,760.00	14,308.00	2,964.00	\$ 9,720.00	10,578.00	138,330.00
Burkel Construction	Y	Y	\$ 178,060.00	28,616.00	5,928.00	\$ 19,440.00	21,156.00	253,200.00
Curtco, Inc	Y	Y	\$ 61,501.50	9,300.00	1,998.00	\$ 6,885.00	7,609.00	87,293.50
Metro Cutting & Sealing	Y	Y	\$ 90,433.75	5,763.00	1,174.00	\$ 3,757.00	4,056.75	105,184.50

Matthew McCombs

Matt McCombs, Management Analyst

Robin Jones

City Council Agenda January 12, 2010

Witness

Council Agenda Item: #R 2d

AGENDA CAPTION:

Approval of the award of a bid to Nortex Concrete Lift and Stabilization, Inc., in the amount of \$30,008.00 for raising and undersealing concrete pavement on Marsh Lane.

FINANCIAL IMPACT:

This project is funded for 2009-2010 in the Street Department Operations Budget.

BACKGROUND:

Marsh Lane north of Belt Line Road has concrete pavement experiencing faulting. Faulting is the differential vertical displacement of pavement slabs at joints caused by a loss of subbase or subgrade material due to pumping.

In early 2002, the Public Works Department began using a contractor to inject a high-density polyurethane material under concrete pavement to lift and stabilize the pavement. This process has been very successful at lifting and stabilizing portions of Midway Road north of Belt Line Road.

Over the years, Nortex Concrete Lift and Stabilization has successfully completed concrete stabilization projects for the Town of Addison, primarily on Midway Road. This past year Nortex sealed part of Marsh Lane north of Belt Line Road, but was unable to complete the project with the funds allocated. This project continues the sealing and lifting on this section of roadway.

On December 7, 2009, bids were opened on a project to inject 8,800 pounds of high-density polyurethane material under the pavement on Marsh Lane. As the size of the voids under each concrete panel varies, we intend to raise and stabilize until the 8,800 pounds are used. The only bidder on this project was Nortex Concrete Lift and Stabilization, Inc. (\$30,008.00). The other company that generally submits a bid hasn't submitted a successful bid for several years.

RECOMMENDATION:

Staff recommends awarding this project in the amount of \$30,008 for raising and stabilizing concrete pavement on Marsh Lane to Nortex Concrete Lift and Stabilization, Inc.

COUNCIL GOALS:

Provide Superior Public Safety, Customer Service, Social and Health Services to the Community

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R3

AGENDA CAPTION:

Recognition of the Addison Police Department for the award of "Recognized Status" from the Texas Police Chiefs Association Foundation for compliance with the Texas Law Enforcement Agency Best Practices Recognition Program.

FINANCIAL IMPACT:

The Recognition Program annual fees are determined by the size of agency ours will be \$800.00 as listed below:

Sworn Officers Fee Amount

1 – 10 \$250

11 – 25 \$400

26 – 50 \$600

51 – 100 \$800

101 – 200 \$1,000

201 or more \$1,200

BACKGROUND:

The Texas PoliceChiefs Association Foundation (TPCAF) developed the Recognition Program to assist Texasagencies in meeting their professional obligations to the citizens of Texas. An appointed Committee of professional PoliceChiefs from across the state developed the Best Practices for Texas Law Enforcement.

The Law Enforcement Recognition Program is a voluntary process where police agencies in Texasprove their compliance with over 160 Texas Law Enforcement Best Practices. These Best Practices were carefully developed by Texas Law Enforcement professionals to assist agencies in the efficient and effective delivery of service and the protection of individual's rights. Being "Recognized" means that the agency meets or exceeds all of the identified Best Practices for Texas Law Enforcement. These Best Practices cover aspects of law enforcement operations such as use of force, protection of citizen rights, pursuits, property and evidence management, and patrol and investigative operations. The Recognition Program ensures an agency has addressed the most critical law enforcement issues in both policy as well as actual operation. An agency that has been awarded "Recognized" status has undertaken a careful internal review of its policies, procedures, equipment, facilities and operations, and has then requested an outside review to prove their compliance with the standards. After an independent review of their written documents and proofs, a team of assessors is sent to the agency to review their operations and facilities, and to interview the

Department's staff. A Final Report outlining the findings is sent to the TPCAF Recognition Committee. The Committee reviews the findings and votes whether or not to award "recognized" status.

RECOMMENDATION:

N/A.

COUNCIL GOALS:

Provide Superior Public Safety, Customer Service, Social and Health Services to the Community

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R4

AGENDA CAPTION:

Presentation by the Census 2010 Complete Count Committee on the Committee's efforts to get an accurate count of Addison residents for the 2010 Census.

FINANCIAL IMPACT:

No Financial impact

BACKGROUND:

On July 13, 2009, Mayor Chow issued a proclamation calling for the formation of a Complete Count Committee, and invited five citizens to be members of that committee. The Committee members have met twice and have already accomplished some of the tasks they set for themselves. The Committee is ready to kick off the 2010 Census year by making a brief presentation to the Council outlining the tasks it has already accomplished, and the additional steps it plans to take to assure every person residing in Addison on April 1, 2010 (Census Day) is counted.

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[Cover Memo](#)

[Census 2010 Complete Count Committee Roster](#)

Type:

Cover Memo

Backup Material

MEMORANDUM

December 15, 2009

TO: Ron Whitehead
FROM: Carmen Moran, Director of Development Services
SUBJECT: Census 2010 Complete Count Committee

I would like to place an item on the agenda for the Census 2010 Complete Count Committee to make a brief presentation to the Council regarding the Committee's efforts on the 2010 Census.

The U.S. Constitution requires a national census once every 10 years to count the population residing within the United States and determine the number of seats each state will have in the U.S. House of Representatives. The Census also provides other data which are used to determine the boundaries for our state and local representation. In addition, every year, the federal government allocates more than \$400 billion to states and communities based, in part, on census data.

During the 1990 Census, Addison had a 43% response rate, and has been deemed by the Census Bureau as a "hard to count" area. The Addison staff has been working since 2008 to assure our 2010 count is more accurate. It has worked with the Census Bureau staff by submitting and clarifying all addresses within the Town, and by meeting with the staff to develop strategies to arrive at a complete count of Addison's population.

On July 13, 2009, Mayor Chow issued a proclamation calling for the formation of a Complete Count Committee, and invited five citizens to be members of that committee. The members are listed on the Committee Roster.

The Committee members have met twice and have already accomplished some of the tasks they set for themselves. The Committee is ready to kick off the 2010 Census year by making a brief presentation to the Council outlining the tasks it has already accomplished, and the additional steps it plans to take to assure every person residing in Addison on April 1, 2010 (Census Day) is counted.

COMPLETE COUNT COMMITTEE

Gil Bruneman

14848 Winnwood Road
Dallas, TX 75254-7626
(H) 972-233-3304
(W) 972-489-7678

Lorrie Semler

14821 Le Grande Drive
Addison, TX 75001-4912
(H) 972-416-3417

Doreen Cluck

3734 Brookhaven Club Drive
Addison, TX 75001-4000
(H) 972-241-3905

Carmen Moran

Staff Liason
P.O. Box 9010
Addison, TX 75001-9010
(W) 972-450-2886

John Cummings

3817 Azure Lane
Addison, TX 75001-7902
(H) 972-247-1384

Margie Gunther

14616 Heritage Lane
Addison, TX 75001-3500
(H) 972-661-1199
(W) 972-968-5800

Council Agenda Item: #R5

AGENDA CAPTION:

Presentation, discussion and consideration of approval of the appointment of members to the Charter Review Commission.

FINANCIAL IMPACT:

No financial impact.

BACKGROUND:

Councilmember Clemens has one remaining member to appoint to the Charter Review Commission.

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R6

AGENDA CAPTION:

PUBLIC HEARING Case 1591-SUP/Tambu Restaurant. Presentation, discussion and consideration of approval of an ordinance amending an existing Special Use Permit for a restaurant, and an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, located at 4021 Belt Line Road, #109, on application from Tambu Restaurant, represented by Mr. Sean Preston of Acme Construction.

FINANCIAL IMPACT:

No financial impact

BACKGROUND:

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on December 17, 2009, voted to recommend approval of the amendment to an existing Special Use Permit for a restaurant, and an amendment to an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, subject to the following condition:

-all dead or missing landscaping on the site shall be replaced prior to the issuance of a Certificate of Occupancy.

Voting Aye: DeFrancisco, Doherty, Hewitt, Oliver, Resnik, Wheeler, Wood

Voting Nay: none

Absent: none

RECOMMENDATION:

Administration recommends approval.

COUNCIL GOALS:

N/A

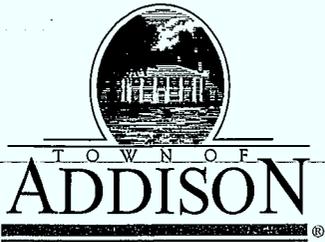
ATTACHMENTS:

Description:

[Docket Map, Staff Report with Commission Findings](#)

Type:

Backup Material



December 10, 2009

STAFF REPORT

RE: Case 1591-SUP/Tambu Restaurant

LOCATION: 4060 Belt Line Road

REQUEST: Approval of an amendment to an existing Special Use Permit for a restaurant and an amendment to an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only

APPLICANT: Tambu Restaurant, represented by Mr. Sean Preston of Acme Construction

DISCUSSION:

Background. This property was originally developed as a People's Restaurant through Ordinance 762, originally approved by the Addison City Council on January 5, 1982. It operated for several years as a People's and was then taken over, through an administrative approval, by Humperdink's Restaurant. Humperdink's operated in the space until it moved down to its current location at 3820 Belt Line Road. After Humperdink's moved out, the space was taken over by Christina's Mexican Restaurant, which moved to 4941 Belt Line Road last year

Proposed Plan. The applicant is proposing to remodel the former Christina's space and convert it to a Tambu Restaurant. The applicant has indicated the restaurant will feature a sushi bar and fine dining concept.

The applicant is not proposing to change the square footage of the restaurant or the existing patio. The applicant will be leaving the kitchen as is, but will be adding some structural walls, some wine display racks, and a sushi bar. The applicant will also be taking out a raised floor along the rear of the space and converting an open dining area into a private dining room.

Parking. This restaurant is approximately 7,260 square feet and must provide parking at a ratio of 1 spacer per 100 square feet. The space requires 72.6 parking spaces, which the site can provide.

Facades. The applicant indicated he will not be making any changes to the façade of the restaurant.

Landscaping. The Parks Director notes that the landscaping is in good condition. However, any dead or missing plant material would need to be replaced according to the landscape plan submitted by the applicant prior to the issuance of a Certificate of Occupancy.

RECOMMENDATION:

Staff recommends approval of an ordinance amending an existing Special Use Permit for a restaurant and an amendment to an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, subject to the following condition:

-Any dead or missing landscaping on the site shall be replaced prior to the issuance of a Certificate of Occupancy.

Respectfully submitted,

A handwritten signature in black ink that reads "CMORAN". The letters are stylized and connected.

Carmen Moran
Director of Development Services

Case 1591-SUP/Tambu Restaurant
December 18, 2009

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on December 17, 2009, voted to recommend approval of the amendment to an existing Special Use Permit for a restaurant, and an amendment to an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, subject to the following condition:

-all dead or missing landscaping on the site shall be replaced prior to the issuance of a Certificate of Occupancy.

Voting Aye: DeFrancisco, Doherty, Hewitt, Oliver, Resnik, Wheeler, Wood
Voting Nay: none
Absent: none

Council Agenda Item: #R7

AGENDA CAPTION:

PUBLIC HEARING Presentation, discussion and consideration of approval of a resolution to approve an application to the Texas Parks & Wildlife Department Small Community Park Grant Program.

FINANCIAL IMPACT:

The Town will make application to the Texas Parks & Wildlife Department's 2010 Small Community Park Grant Program, using matching funds pledged by the Addison Arbor Foundation totaling \$75,000.00 to fund construction of a community demonstration garden on the Surveyor Road elevated storage tank site. The Addison Arbor Foundation unanimously approved the matching funds in December 2009.

BACKGROUND:

The Texas Parks & Wildlife Department, Recreation Grants Branch administers the Local Park Grant Program for Small Community Park Grants to assist local units of government with populations of 20,000 and under. The grant provides 50% matching grant funds to eligible municipalities and counties up to a maximum of \$75,000.00. Funds must be employed for development or beautification of parkland. Eligible projects include ball fields, boating, fishing, and hunting facilities, picnic facilities, playgrounds, swimming pools, trails, camping facilities, beautification, restoration, gardens, sports courts and support facilities.

The purpose of this project is to fulfill one of the goals and objectives of the Town of Addison Master Plan for Outdoor Parks, Recreation, and Open Space, which is to provide sustainable community gardens. The Town of Addison purchases its water from Dallas Water Utilities, and subsequently follows the Dallas Water Utilities water conservation guidelines. The demonstration garden will be used to educate the public on Water-Wise landscaping through use of drought tolerant adapted and native plants, Earth-Kind roses and the Earth-Kind landscape management practices.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Conduct the Business of the Town in a Fiscally Responsible Manner, Provide Quality Leisure Opportunities, Work to instill a "Sense of Community" in Addison's residents, Take actions to make Addison a leader in sustainable development and operations that protect and enhance the Town's quality of life

ATTACHMENTS:

Description:

[Resolution](#)

Type:

Backup Material

TOWN OF ADDISON
DALLAS COUNTY, TEXAS
RESOLUTION _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF ADDISON, TEXAS, AUTHORIZING APPLICATION TO THE TEXAS PARKS & WILDLIFE DEPARTMENT 2010 SMALL COMMUNITY PARKS GRANT PROGRAM.

WHEREAS, The Texas Parks & Wildlife Department, Recreation Grants Branch administers the Local Park Grant Program for Small Community Park Grants to assist local units of government, with populations of 20,000 and under. The grant provides 50% matching grant funds to eligible municipalities and counties up to a maximum of \$75,000. Funds must be employed for development or beautification of parkland. Eligible projects include ball fields, boating, fishing, and hunting facilities, picnic facilities, playgrounds, swimming pools, trails, camping facilities, beautification, restoration, gardens, sports courts and support facilities.

WHEREAS, The Town of ADDISON is planning to develop a community demonstration garden at the Surveyor Road elevated storage tank site for promoting water conservation, and

WHEREAS, The Addison Arbor Foundation and residents of ADDISON have expressed their desire to provide community gardens as part of the *2009 Master Plan for Parks, Recreation , and Open Space* Goals and Objectives, and

WHEREAS, The Town of ADDISON desires to make application to the Texas Parks & Wildlife Department's 2010 Small Community Parks Grant Program, using matching funds pledged by the Addison Arbor Foundation totaling \$75,000 to fund construction of the community demonstration garden on the Surveyor Road elevated storage tank site.

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

1. That, after a public hearing on the matter that was held on January 12, 2010, in the City Council Chambers of the Town of Addison, and during that public hearing, support was demonstrated for Small Community Parks Grant Program application.
2. That the Director of Parks and Recreation shall complete the application for the 2010 Small Community Park Grant Program due January 31, 2010.
3. That the Town of ADDISON authorizes submission of the 2010 Small Community Park Grant Program application to the Texas Parks and Wildlife Department.

PASSED AND APPROVED this the **12th** day of January **2010**.

ATTEST

Joe Chow, Mayor

City Secretary

Council Agenda Item: #R8

AGENDA CAPTION:

PUBLIC HEARING Presentation, discussion and consideration of approval of a resolution of the City Council of the Town of Addison, Texas, pledging funding in the amount of \$64,574.00 for the Greenhill Extension of the Redding Trail, in conjunction with an application to the 2009 Statewide Transportation Enhancement Program.

FINANCIAL IMPACT:

Staff believes funds are available in Parks Capital Projects Fund.

BACKGROUND:

The staff has applied for several funding assistance programs from various funding agencies such as the North Central Texas Council of Governments, the Texas Parks and Wildlife Agency, Dallas County, and the Texas Department of Transportation (TXDOT). This particular application is to the Texas Department of Transportation Program through its 2009 Statewide Transportation Enhancement Program (STEP). The staff requested financial assistance for the design and construction of the Greenhill School extension of the Redding Trail. This extension would take the existing Redding Trail south, underneath the power lines across the west end of the Greenhill School campus to Spring Valley Road. A map of the proposed extension is provided. The estimate for the design and construction of the Greenhill Extension is \$276,410.00. TXDOT adds a 15% surcharge for its administrative expenses, which brings the project total to \$317,872.00. TXDOT will pay 80% of that amount (\$254,297.00) provided that the local entity provides a 20% match (\$63,574.00). As part of the application, TXDOT requires that the project nominator (the Town) provide a resolution attesting that the local government supports funding the project as is, showing the project's projected budget, and commits to the project's development, implementation, construction, maintenance, management, and financing.

RECOMMENDATION:

Administration recommends approval.

COUNCIL GOALS:

Provide Quality Leisure Opportunities

ATTACHMENTS:

Description:

- [Cover Memo](#)
- [Proposed Greenhill Extension Map](#)
- [Proposed Resolution](#)

Type:

- Cover Memo
- Backup Material
- Resolution Letter

Council Agenda Item:_____

SUMMARY:

Consideration of approval of a Resolution of the Town Council of the Town of Addison, Texas, pledging funding in the amount of \$63,574.00 for the Greenhill Extension of the Redding Trail, in conjunction with an application to the 2009 Statewide Transportation Enhancement Program.

FINANCIAL IMPACT:

Funding Required: \$63,574.00
Amount Budgeted: The project has not been funded for the coming year, but funds are available in the Town's Parks Capital Projects Fund.

BACKGROUND:

The staff has applied for several funding assistance programs from various funding agencies such as the North Central Texas Council of Governments, the Texas Parks and Wildlife Agency, Dallas County, and the Texas Department of Transportation (TXDOT).

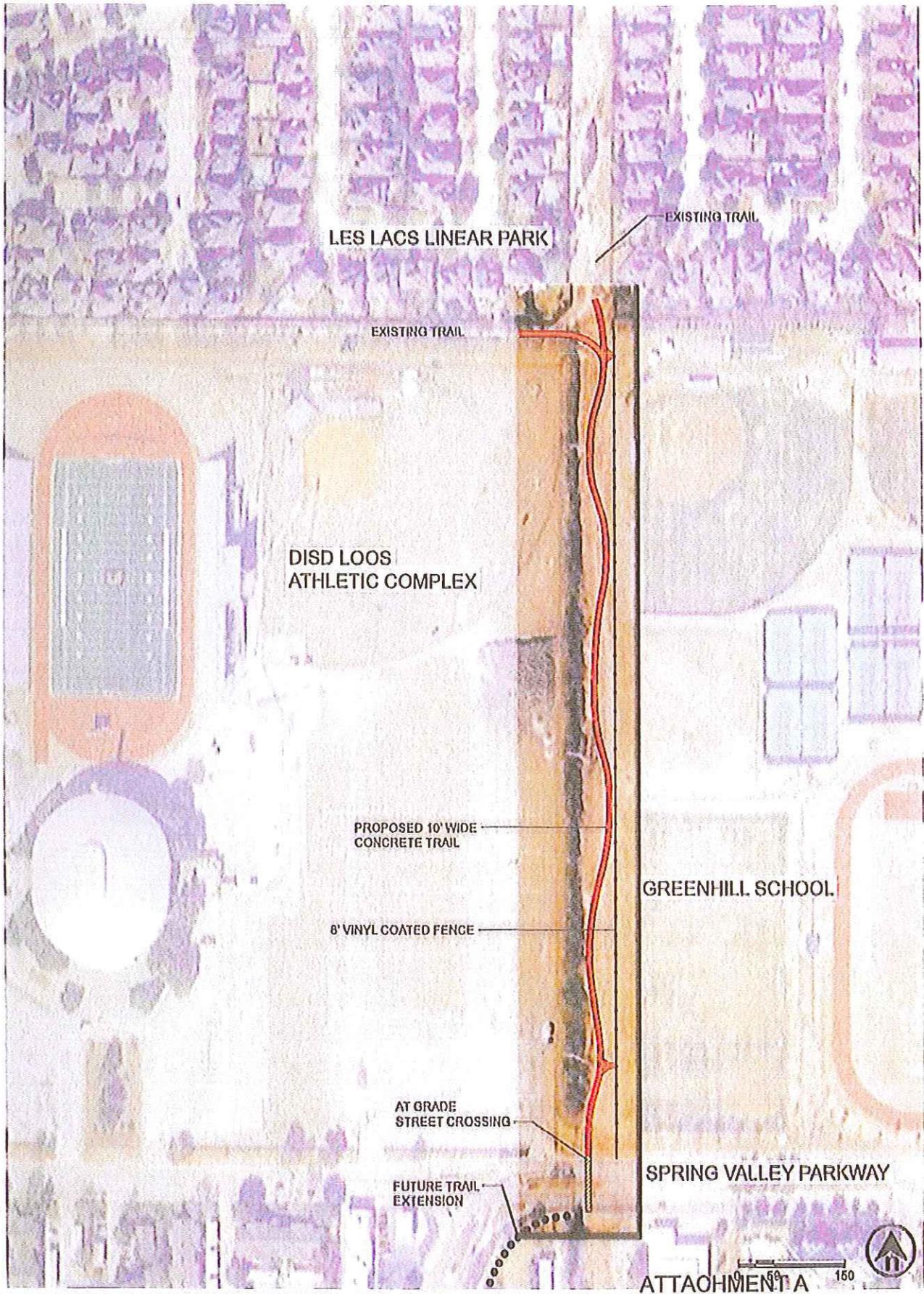
This particular application is to the Texas Department of Transportation Program through its 2009 Statewide Transportation Enhancement Program (STEP). The staff requested financial assistance for the design and construction of the Greenhill School extension of the Redding Trail. This extension would take the existing Redding Trail south, underneath the power lines across the west end of the Greenhill School campus to Spring Valley Road. A map of the proposed extension is provided.

The estimate for the design and construction of the Greenhill Extension is \$276,410.00. TXDOT adds a 15% surcharge for its administrative expenses, which brings the project total to \$317,872. TXDOT will pay 80% of that amount (\$254,297) provided that the local entity provides a 20% match (\$63,574).

As part of the application, TXDOT requires that the project nominator (the Town) provide a Resolution attesting that the local government supports funding the project as is showing the project's projected budget, and commits to the project's development, implementation, construction, maintenance, management, and financing.

RECOMMENDATION:

The staff recommends the Council hold a public hearing on the proposed STEP application and approve a Resolution of the Town Council of the Town of Addison, Texas, pledging funding in the amount of \$63,574.00 for the Greenhill Extension of the Redding Trail, in conjunction with an application to the 2009 Statewide Transportation Enhancement Program.



LES LACS LINEAR PARK

EXISTING TRAIL

EXISTING TRAIL

DISD LOOS
ATHLETIC COMPLEX

PROPOSED 10' WIDE
CONCRETE TRAIL

6' VINYL COATED FENCE

GREENHILL SCHOOL

AT GRADE
STREET CROSSING

FUTURE TRAIL
EXTENSION

SPRING VALLEY PARKWAY

ATTACHMENT A



PROPERTY DESCRIPTION AND LOCATION

ATTACHMENT A

TOWN OF ADDISON
DALLAS COUNTY, TEXAS
RESOLUTION _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF ADDISON, TEXAS, PLEDGING FUNDING IN THE AMOUNT OF \$63,574.00 FOR THE GREENHILL EXTENSION OF THE REDDING TRAIL, IN CONJUNCTION WITH AN APPLICATION TO THE 2009 STATEWIDE TRANSPORTATION ENHANCEMENT PROGRAM.

WHEREAS, The Texas Department of Transportation (TXDOT) administers the Statewide Transportation Enhancement Program, which offers funding opportunities to help expand transportation choices and enhance the transportation experience through 12 categories of non-traditional activities related to the surface transportation system, and

WHEREAS, under the Statewide Transportation Enhancement Program, eligible activities include pedestrian and bicycle infrastructure and safety programs, scenic and historic highway programs, landscaping and scenic beautification, historic preservation, and environmental mitigation, and

WHEREAS, the Town of Addison is in the process of designing the Greenhill Extension of the Redding Trail, which is a pedestrian and bicycle trail and qualifies as an eligible activity under the category of pedestrian and bicycle infrastructure, and

WHEREAS, The Town of Addison has made application to TXDOT for funding under the 2009 Statewide Transportation Enhancement Program for a total of \$317,872.00 of which 20% of the Total project value (\$63,574) would be paid by the Town and \$254,297 would be paid through the TXDOT Statewide Transportation Enhancement Program.

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

1. That, after a public hearing on the matter that was held on January 12, 2010, in the City Council Chambers of the Town of Addison, and during that public hearing, support was demonstrated for the Greenhill Extension of the Redding Trail.
2. That the Town of Addison pledges that if selected through the Statewide Transportation Enhancement Program for funding in the amount of \$254,297.00, it will commit to the project's development, implementation, construction, maintenance, management, and financing, and will pay \$63,574.00 as the Town's 20% contribution to the total project

PASSED AND APPROVED this the **12th** day of January, **2010**.

ATTEST

Joe Chow, Mayor

City Secretary

Council Agenda Item: #R9

AGENDA CAPTION:

Presentation, discussion and consideration of approval of a contract with Interprise Design for design services for leased space at the Village on The Parkway, 5100 Belt Line Road, Suite 430.

FINANCIAL IMPACT:

This is a portion of the overall amount budgeted by the city manager for use in the Towns development of suites 400 and 430 in Village on The Parkway. This estimate for design services of suite 430 is \$22,801.00.

BACKGROUND:

In a November 02, 2009 special meeting council approved a resolution allowing the city manager to enter in to an agreement with G&I V VOP,LP to lease suite 430 at 5100 Belt Line Road. The suite is to be utilized as office space for Visitors Services and the Metrocrest Chamber of Commerce.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Provide For A Diversified Business Climate, Continue to Attract Visitors

ATTACHMENTS:

Description:

[Interprise Proposal](#)

Type:

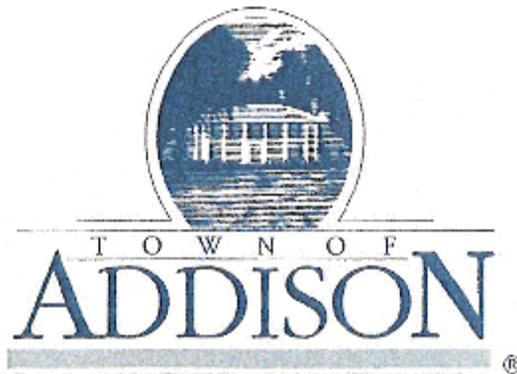
Cover Memo

INTERPRISE
The Design Resource

PROJECT PROPOSAL

D 906-094 F3

January 5, 2010



TOWN OF ADDISON

Offices for

Visitor Services

Addison, Texas

Prepared for:

Greg Layman
City Manager's Office
Town of Addison

Approved by:

Katherine C. Berg
President
Interprise Design

INTERPRISE – The Design Resource

INTRODUCTION

INTERPRISE/SOUTHWEST INTERIOR & SPACE DESIGN, INC., a Texas corporation ("**INTERPRISE**") is pleased to submit the Project Proposal and proposed Agreement for services between the **Town of Addison, Texas** ("**CLIENT**") and **INTERPRISE** to be provided in connection with the planning, design and renovation of offices at Village on the Parkway, 5100 Belt Line Road, Suite 430, Dallas, Texas 75254. The planning and design for the renovation of the Offices is being referred to herein as the "Project".

PROJECT ASSUMPTIONS

The following is understood with regards to this Project:

- The proposed lease space is approximately 6,000 SF and is considered a separate project from the adjacent space.
- It is anticipated that a lease of the space will be signed in the near future. **CLIENT** wants to proceed with minor renovations to the leased space and move in early 2010 (date to be determined).
- Most of the existing build-out of the leased space will remain as is.
- CAD files are available and will be forwarded to **INTERPRISE** from **CLIENT**.

Based on the above, **INTERPRISE** shall furnish professional services fully described in this Agreement.

SCOPE OF SERVICES; STANDARD OF CARE; INTERPRISE REPRESENTATION AND WARRANTIES

"Basic Services" shall include the services to be performed hereunder for **CLIENT** by **INTERPRISE** other than Chargeable Revisions, Optional Services, etc. (defined within) and any services provided more than Thirty (30) days after the Date of Substantial Completion.

All work and services provided by **INTERPRISE** shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project.

INTERPRISE's services shall be performed in a manner consistent with professional skill and care in accordance with the professional standards of interior design (and architecture if architectural services are provided pursuant to this Agreement) prevailing in the Dallas-Fort Worth metroplex area. **INTERPRISE** shall perform its services in accordance and shall comply with all applicable laws, regulations, codes, rules and standards.

INTERPRISE represents and warrants that **INTERPRISE** is authorized to practice as an interior design professional in the State of Texas and that any necessary licenses, registrations, permits or other authorization to provide the services set forth herein have been acquired and are in existence as required by law, rule or regulation. Notwithstanding anything herein to the contrary, (i) **INTERPRISE** and **CLIENT** agree and acknowledge that **CLIENT** is entering into this Agreement in reliance on **INTERPRISE**'s professional abilities with respect to performing the services and work set forth herein, and (ii) **INTERPRISE** shall be liable to **CLIENT** for any and all damages, injuries, liability, or other harm of whatever nature to the extent caused by or resulting from any act or omission of **INTERPRISE**, or **INTERPRISE**'s owners, directors, partners, officers, managers, employees, agents, contractors, subcontractors, consultants, or any person or entity acting by, through or under **INTERPRISE**, in the provision of its services under this Agreement.

Neither **CLIENT**'s review, approval or acceptance of, nor payment for any of the work or services provided by **INTERPRISE** hereunder, shall operate as or be construed to operate as a waiver of any rights or remedies of **CLIENT** under or in connection with this Agreement or as a release of the responsibility and liability of **INTERPRISE** for the accuracy and competency of the same, nor shall such review, approval, acceptance, or payment be deemed to be a release of the responsibility and liability of **INTERPRISE** for the accuracy and/or competency of their work and services, it being understood that **CLIENT** at all times is relying on **INTERPRISE**'s skill and knowledge in preparing and providing its work and services.

Notwithstanding **CLIENT**'s approval of any plans, recommendations, reports, designs, drawings, or other documents or work prepared by or for, or other services of, **INTERPRISE**, **INTERPRISE** warrants and represents that such plans, recommendations, reports, designs, drawings, or other documents and work and services shall, to the best of **INTERPRISE**'s ability and in accordance with the standard of care set forth herein, and in accordance with **CLIENT**'s direction communicated to **INTERPRISE**, (i) be sufficient and adequate for the Project, (ii) be free from material error, and (iii) comply with all applicable laws, codes, rules, orders, standards, and regulations, including, without limitation, the Americans with Disabilities Act of 1990 ([42 U.S.C. §§ 12101 et seq.](#), as amended or superseded) ("ADA") and the Texas Architectural Barriers Act (Chapter 469, Tex. Gov. Code, as amended or superseded) ("TABAA") (collectively, "Applicable Laws") in effect while this Agreement is in effect, and any subsequent interpretations of which **INTERPRISE** knows or should have known during the term of this Agreement.

CLIENT understands and agrees that it is **CLIENT**'s responsibility to provide **INTERPRISE** with information sufficient (to the extent **CLIENT** has such information) to enable **INTERPRISE** to provide its work and services, and to do so in a timely manner.

PHASE I - PROGRAM START-UP

(This phase includes 2 meetings, project orientation and programming review)

A. Project Orientation

INTERPRISE will schedule and conduct a meeting with the designated representative(s) of **INTERPRISE** and **CLIENT** to establish the formal goals, objectives and scope of the Project. **INTERPRISE** will discuss with **CLIENT** the factors, which will contribute to and support the success of the Project, including present and future organization, business plan, identity, spatial organization, technological impact, budget, schedule, billing and payment procedures, and any other parameters pertinent to the Project.

B. Schedule Development

INTERPRISE will prepare a schedule of activities indicating Project tasks to be performed, their duration, and completion dates. **INTERPRISE** will also indicate critical dates that must be met to ensure the expected move-in date. This schedule will make assumptions regarding the amount of time that will be allocated for review and approval of Project information, and will be finalized only after **CLIENT**'s review and approval.

C. Information Gathering

INTERPRISE will conduct interviews with key individuals to determine the following:

- Short-term and long-term personnel growth projections
- Departmental functions
- Work flow and material/information circulation
- Lines of communication
- Inter- and intra-departmental relationships
- Individual and departmental proximity and adjacency requirements
- Common and support area requirements

INTERPRISE will work with **CLIENT** to mutually determine the number and identities of individuals to be interviewed. Interviews will include certain questions to be included in a questionnaire to be submitted to those interviewed, and **INTERPRISE** will work with **CLIENT** to mutually determine the method for reviewing questionnaire information.

D. Site Inspection

INTERPRISE will tour and inspect the Offices in order to document the existing equipment and furniture that may be under consideration for reuse on this Project and to facilitate **INTERPRISE** in providing its services set forth in this Agreement.

E. Space Programming Report

INTERPRISE will analyze all preliminary data and prepare a Programming Report (the "Programming Report") which will convert all personnel, office and workstation areas, ancillary and support areas, equipment requirements, circulation and building efficiency factors into a report summarizing the square footage, planning and design requirements for the Offices.

The Programming Report will indicate the useable square footage requirements broken down by user groups and the total square footage requirement for the Project. The Programming Report will also include individual attributes of the user group and any information pertinent to the planning and design of the Offices. Upon completion, **INTERPRISE** will submit the Programming Report to **CLIENT** for its review and consideration of approval.

PHASE II - FIELD VERIFICATION & AS-BUILT DOCUMENTATION

A. Field Verification

INTERPRISE will visit the site of the Offices to measure and verify existing conditions as needed for space planning and the Construction Documents to be prepared by **INTERPRISE** for the renovation and remodeling of the Offices. This will include locating all partitions, doors, millwork, electrical and telephone outlets, ceiling grid and lights and any other conditions that would affect construction.

INTERPRISE will, in connection with its work and services under this Agreement, prepare a written assessment of the current state of the building in which the Offices are located, including, without limitation, an assessment of code compliance for life safety/ADA issues/TABA issues/ and other issues regarding other Applicable Laws. Upon its completion, **INTERPRISE** will provide a copy of such assessment to **CLIENT**.

B. As-Built Plans

Based on **INTERPRISE's** review and assessment of the Offices prior to renovation or construction work therein, **INTERPRISE** will update a set of as-built plans and drawings showing the current (pre-construction) condition of the Offices and provide the same to the **CLIENT**. In connection therewith, **INTERPRISE** will input all information gathered from its review and assessment in CAD format and will prepare 1/8" scaled plans indicating partitions, millwork and door locations of existing built-out space. Additional information (i.e.: electrical, lighting, etc.) will be shown as needed.

PHASE III - SPACE PLANNING

A. Space Plans

Based on an approved Programming Report, **INTERPRISE** will prepare, on accurate building core plans, space plans indicating the distribution of enclosed offices, open office areas, workstations, conference rooms, and all other support areas within the Offices.

1/8" = 1'-0" scale plans will be presented for information, review, evaluation and approval. The Space Planning phase fee includes One (1) approach to the design solution with a 25% revision.

PHASE IV - DESIGN DEVELOPMENT

A. Design Orientation

INTERPRISE will conduct a design orientation meeting with the designated representative(s) of **INTERPRISE** and **CLIENT** to review and establish the final design scope of the Project, including design concept, public image, budget expenditures, furniture and furnishings.

B. Schematic Design

Based upon the final refined space plans, **INTERPRISE** will develop two (2) finish options to address areas of change to match existing finishes. Minimal changes to the existing space will be required.

PHASE V - CONSTRUCTION DOCUMENTS

A. Construction Documents

Upon **CLIENT's** approval of the final design presentation and design cost estimate, **INTERPRISE** will prepare a set of construction documents (the "Construction Documents") delineating all aspects of the planning and design, which shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include drawings and specifications that establish in detail the quality levels of materials and systems required for the Project.

The Construction Documents will consist of the following:

- **Master Legend/ General Notes** - Outlines specifications, general notes and conditions for all interior improvements and lists all symbols used in the Construction Documents.
- **Demolition Plan** - Indicates walls, doors and millwork to be removed.
- **Construction Plan** - Contains types, locations and dimensions of all partitions, doors, hardware, plumbing fixtures; areas, if needed, requiring structural reinforcing or penetration of the floor construction, and reference symbols for specialty construction.
Note: If structural reinforcing or penetration is required, then additional drawings will be required by a Structural Engineer as outlined in paragraph "B" below.
- **Electrical and Telephone Location Plan** - Contains types and locations of all floor and wall outlets. Any special use requirements or equipment will be indicated. This document will also be used by the MEP engineer.
- **Reflected Ceiling Plan** - Contains types and locations of all light fixtures, switch locations and patterns, ceiling materials, special ventilation requirements and locations of speakers and exit lights. This document will also be utilized by the MEP engineer.
- **Construction Elevations** - Provides elevations keyed to construction plan(s) to explain construction in greater detail. Also provides keyed sections for construction details.
- **Construction Details** - Delineates details required to build all construction items.
- **Finish Plan and Schedule** - Specifies and delineates locations of all paint, wallcovering, floor covering, base and window covering.

B. Engineering Drawings

Mechanical, electrical, plumbing, (MEP) and/or structural drawings, as required, are to be furnished by other consultants selected by **INTERPRISE**. **INTERPRISE** will provide the designated consultant(s) all Project information required and coordinate their work. The engineers shall assume responsibility for their work.

All projects must now comply with International Energy Code Commission Regulations. In order to obtain a building permit, a calculation must be prepared called a "Comcheck" to indicate compliance with the new code. The MEP engineer will provide the "Comcheck."

C. TAS Submittal (if Construction Costs exceed \$50,000.00)

If the construction costs of the Project exceed \$50,000.00, **INTERPRISE** will submit the Construction Documents to the Texas Department of Licensing and Regulation for review and approval of compliance with the Texas Accessibility Standards.

PHASE VI – CONSTRUCTION BIDDING

A. Competitive Bidding for Construction

INTERPRISE will assist **CLIENT** in soliciting competitive bids with contractors required to complete the Project. Once bids are received, **INTERPRISE** will analyze the numbers and offer recommendations. **CLIENT** will be responsible for the selection of contractors and will enter into contracts directly with all contractors and suppliers.

PHASE VII – CONSTRUCTION OBSERVATION (OPTIONAL SERVICES)

INTERPRISE is not responsible for any work performed prior to or without all required approvals, permits, etc. Unless specifically agreed to as an Optional Service, **INTERPRISE** is not responsible for Contract Administration (as that term is defined in AIA Document A201, General Conditions of the Contract for Construction), regardless of any general conditions or other provisions included in or incorporated by reference into any general contract for construction. Upon the **CLIENT'S** future written request, **INTERPRISE** will provide a Work Authorization for review and approval prior to providing the following construction coordination services:

A. Field Observation

While construction of the Project is in process, **INTERPRISE** will visit the Project premises on a weekly basis during construction in order to observe and generally monitor progress of the construction work. During visits to the Project site, **INTERPRISE** will verify the following items to determine they are in conformance with the Contract Documents: partition locations; electrical and telephone outlet locations; light fixtures and ceiling work completion; finish material and cabinetwork completion.

B. Contractor Interface

INTERPRISE will coordinate with contractor(s) to provide clarification and/or additional instruction as to the Construction Documents and their design intent.

INTERPRISE shall determine in general that the construction work of the construction contractor is being performed in accordance with the requirements of the construction contract, endeavoring to guard the **CLIENT** against defects and deficiencies in the construction work. As appropriate, **INTERPRISE** shall have authority, upon written authorization from the **CLIENT**, to require additional inspection or testing of the construction work in accordance with the provisions of the construction contract, whether or not such construction work is fabricated, installed or completed. **INTERPRISE**, in coordination with the **CLIENT**, may reject construction work that does not conform to the requirements of the construction contract.

With respect to each construction contractor's own work, **INTERPRISE** shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work of each of the construction contractor, since these are solely the construction contractor's responsibility under the contract for construction. **INTERPRISE** shall not be responsible for a construction contractor's failure to carry out the construction work in accordance with the respective construction contract, but **INTERPRISE** will endeavor to determine in general that the construction contractor carries out its work in accordance with the terms and conditions of the construction contract. **INTERPRISE** shall not have control over or charge of acts or omissions of the construction contractor, subcontractors, or their agents or employees, or any other persons performing portions of the construction work not directly employed by **INTERPRISE**.

INTERPRISE shall review requests for changes, assist in negotiating construction contractor's proposals, and submit recommendations to the **CLIENT**.

C. Shop Drawing and Submittal Review

INTERPRISE will review and approve contractor's or supplier's submittals of shop drawings, product data and finish samples relating to the construction of the office facility.

D. Construction Meetings

INTERPRISE will attend weekly construction meetings in conjunction with the site visit with contractor(s) and **CLIENT**'s representative in order to monitor progress of the Work.

Based on **INTERPRISE**'s observations and evaluations of each contractor's application for payment, **INTERPRISE** shall review and determine whether the amount requested reflects the progress of the contractor's work. **INTERPRISE** shall make any appropriate recommendations for adjustments to each payment application. The General Contractor will revise and resubmit to **INTERPRISE** and **CLIENT** for approval. **CLIENT** will be responsible for actual payment

The issuance of a certificate for payment shall not be a representation that **INTERPRISE** has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or (2) reviewed construction means, methods, techniques, sequences for the construction contractor's work, or procedures.

E. Punch List

At the time construction is significantly complete, **INTERPRISE** shall, jointly with the construction contractor, prepare for the **CLIENT** a punch list of incomplete or unsatisfactory items. Approximately Ten (10) days after issuance of the punch list, **INTERPRISE** will visit the premises to assess completion of the punch list items.

PHASE VIII - FURNISHINGS ANALYSIS (OPTIONAL AT CLIENT'S REQUEST)

Upon the Client's written request, **INTERPRISE** will provide the following work and services:

A. Interior Furnishings Specifications

INTERPRISE will develop specifications for all new furniture and furnishings approved for purchase. These specifications will be used for competitive bidding or negotiated purchase.

B. Furniture Distribution Plan and Drawings

INTERPRISE will prepare a furniture distribution plan locating existing furniture to be reused and new furniture to be purchased. These plans will assist in determining the locations of telephone and electrical outlets. Upon delivery of the furnishings, the installer will also use this information.

C. Competitive Bidding for Furniture and Furnishings

Upon the Client's request, **INTERPRISE** will assist **CLIENT** with the solicitation of competitive bids or assist in direct negotiations with furniture and furnishings suppliers, dealers, manufacturers and installers required to complete the Project. **CLIENT** will be responsible for the final selection of vendors and will enter directly into contracts with all furniture and furnishings suppliers, dealers, manufacturers and installers.

D. Furniture and Furnishings: Delivery, Placement and Inspection

INTERPRISE will supervise delivery and placement of all furniture. A punch list of all new furniture items will be developed to determine that all furniture has been correctly delivered and placed and all defects noted for correction.

BASIC SERVICES FEE, OTHER FEES AND REIMBURSEMENTS

A. For the aforementioned services, **CLIENT** agrees to pay **INTERPRISE** the following fees. **INTERPRISE** shall invoice monthly for progress payments.

PHASE	TOTAL FEE
I. Program Start-Up	\$1,500.00
II. Field Verification/ As-Built Input	\$2,860.00
III. Space Planning	\$1,295.00
IV. Design Development	\$1,500.00
V. Construction Documents	\$4,900.00
VI. Construction Bidding	\$1,250.00
<hr/>	
Subtotal	\$13,305.00
VII. Construction Observation* (Optional)	TBD
VIII. Furniture Analysis (Optional)	Hourly
MEP Services**	

Notes: * Fee will be estimated at the time the service is requested. A written work authorization for these services will be presented for review and written approval prior to **INTERPRISE** proceeding with the additional work.

** **MEP Services** – Once scope of work is determined, final pricing will be provided. Estimate \$5,000 - \$7,500

INTERPRISE shall submit to **CLIENT** an invoice or billing statement for all work performed hereunder in form and substance satisfactory to **CLIENT**. All invoices or billing statements shall include a statement of services rendered and the amount owed in connection therewith, an itemized statement of reimbursable costs and expenses incurred, and the sum of all prior payments for the scope of services set forth herein. **INTERPRISE** shall not be entitled to any compensation for any services or work not actually performed or for any lost or anticipated profits as a result of any abandonment or suspension of work by the **CLIENT**, or the termination of this Agreement.

- B. Services requested by **CLIENT** more than Thirty (30) days after the Date of Substantial Completion shall constitute an Additional Service.
- C. In the event the area of the Project is changed, the Basic Services Fee shall be adjusted by the appropriate ratio for each Phase of work. In the event the area of the Project decreases, the fee adjustments will exclude any work completed prior to **INTERPRISE** being advised of the change.
- D. Fees for Chargeable Revisions, Additional Coordination, Project Management, Out of Sequence and Optional Services shall be in addition to the amount set forth above and shall be based on the time spent by **INTERPRISE** personnel in accordance with hourly rate schedules set forth in Attachment A. Attachment B, being Work Authorization, shall be used when requesting these services.
- E. If and to the extent that the work and services of **INTERPRISE** pursuant to this Agreement has not been completed within 12 months following December, 2009, through no fault of **INTERPRISE**,

compensation for any Basic Services required for any period of time extending beyond the said 12 month period shall be reasonably adjusted by mutual agreement of **INTERPRISE** and the **CLIENT**.

- F. If scheduling limitations require performance, or if any of the work and services of **INTERPRISE** to be accomplished is requested and approved to be performed, on an overtime basis, **CLIENT** agrees to pay **INTERPRISE** an additional fee based on increased personnel cost not to exceed 1.5 times the personnel rates in effect plus meal allowances.
- G. **CLIENT** agrees to pay the amount set forth in the **INTERPRISE** invoice submitted to **CLIENT** in accordance with the terms of this Agreement within thirty (30) days after the date the **CLIENT** receives the same. An interest charge at the rate set forth in Chapter 2251, Tex. Gov. Code will be charged on any portion of the account which remains unpaid for more than thirty (30) days after the date an invoice in accordance with this Agreement is received by the **CLIENT**, commencing with the thirty-first (31st) day.
- H. Any provision hereof to the contrary notwithstanding, **CLIENT** shall not be obligated to make payment to **INTERPRISE** of any amount disputed hereunder, but shall be obligated to give prompt written notice identifying with specificity the failure or default claimed by **CLIENT**, if:
1. **INTERPRISE** is in default of any of its obligations under this Agreement or any documents in connection with the Project (and payment may be withheld to the extent of any such default);
 2. Any part of such payment is attributable to any services of **INTERPRISE** which are not performed in accordance with this Agreement; or
 3. **INTERPRISE** has failed to make payment promptly to consultants or other third parties used by **INTERPRISE** in connection with **INTERPRISE**'s services hereunder for which the **CLIENT** has made payment to **INTERPRISE**.

REIMBURSABLE EXPENSES

CLIENT agrees to reimburse **INTERPRISE** for out-of-pocket expenses at the actual cost of such expenses incurred by **INTERPRISE**. In order to be eligible for reimbursement, all such expenses shall be itemized by supplier in each monthly invoice submitted to the **CLIENT** as set forth in this Agreement, accompanied by receipts and other evidence substantiating such costs and the payment therefore by **INTERPRISE**. Reimbursable Expenses are in addition to compensation for Basic and Other Fees (listed above) and include actual expenditures made by **INTERPRISE** and **INTERPRISE**'s employees and consultants in connection with the Project. Reimbursable Expenses include, but are not limited to:

- Transportation (auto rental, taxi, bus, airfare), room and board and other expenses incurred in connection with necessary out-of-town (outside of Dallas County, Texas) travel pre-authorized by **CLIENT**
- Use of a privately owned vehicle (reimbursed @ Fifty-five Cents (\$0.55) per mile) for travel outside of Dallas County, Texas
- Cost of reproductions, computer plots, shop supplies, messengers, facsimiles
- Postage and costs for delivery of drawings, schedules, specifications and other documents by a third-party
- Fees paid for securing approval of authorities having jurisdiction over the Project (local, state and Federal officials)

- Photographic production processes
- Renderings, models and mock-ups
- Any additional insurance coverage or limits, including professional liability insurance requested by **CLIENT** in excess of that normally carried by **INTERPRISE**

Other than for services already included in the Basic Service Fee above, **CLIENT** agrees to pay **INTERPRISE's** direct costs incurred by **INTERPRISE** for any additional consultants invoiced through **INTERPRISE's** billing system, as such additional consultants may be requested in writing by **CLIENT**.

CHARGEABLE REVISIONS

The following shall constitute a Chargeable Revision and will not be performed without proper written authorization from **CLIENT**.

- Making revisions to drawings, schedules, specifications or other documents, or providing re-selection of finishes and/or other materials when such revisions are inconsistent with written approvals or instructions previously given.
- Preparing drawings, schedules, specifications and supporting data and providing other services in connection with Change Orders or bulletins resulting from: (1) revisions or new interpretation of codes, laws or regulations, or (2) from an adjusted Project budget, provided such Change Orders or bulletins are required by causes not solely within the control of **INTERPRISE**. **INTERPRISE** shall render interpretations necessary for the proper execution of the Work upon written request of either **CLIENT** or contractor for clarification of the Construction Documents which shall not constitute a Chargeable Revision.
- Chargeable Revisions shall be billed at **INTERPRISE's** hourly rate schedule as set forth in Attachment A and shall not be performed without proper written authorization from **CLIENT**.
- In the event **CLIENT** authorizes work which is subsequently canceled by **CLIENT** or its representative prior to the drawing's issuance, **CLIENT** will pay **INTERPRISE** a fee based on **INTERPRISE's** time spent to date collecting data and/or preparing documents.

OUT OF SEQUENCE SERVICES

If **INTERPRISE** is directed, with **CLIENT's** written approval, to prepare documents out of sequence from the schedule previously established, then extra work (if any) incurred for this process will constitute Chargeable Revisions; if **CLIENT** requests documents to be prepared out of sequence from the schedule previously established, **INTERPRISE** shall provide **CLIENT** with an estimate of extra work which **INTERPRISE** anticipates will be required.

OPTIONAL SERVICES

The following services are not included in Basic Services and shall be billed in addition to Basic Services on an hourly basis in accordance with **INTERPRISEs** personnel hourly rate schedule in effect at the time the services are provided (see Attachment A). Optional Services will not be performed without proper written authorization from **CUENT**.

- **Base Building Coordination** – In the event that the building is under construction or development, modifications and coordination with the owner and base building architect on elements that are under development on behalf of **CUENT** will constitute an Additional Service.
- **Infrastructure Development** – If architectural drawings do not include the building infrastructure, such as location, plan and details of restrooms or other infrastructure items, this will constitute an additional service.
- **Future Scope of Work** - **INTERPRISE** will provide services relative to future facilities, systems, furniture, furnishings and equipment that are not intended to be completed or procured prior to the Date of Substantial Completion.
- **Cost Analysis** - As an optional service, **INTERPRISE** will provide services for financial feasibility or other special studies. **INTERPRISE** will provide services for detailed estimates of actual Project cost, analysis of owning and operating costs, or detailed surveys or inventories of material, equipment and labor.
- **Furniture Inventory** – **INTERPRISE** will document all existing furniture and develop an inventory to be used in placing furniture in a new facility.
- **Private Office Design** - **INTERPRISE** will provide interior design services for individual private offices above the scope of the design standards included in design presentation.
- **Custom Furniture Design** - **INTERPRISE** will provide design drawings and millwork details for all custom furnishings and casegoods.
- **Graphics** - **INTERPRISE** will design and/or specify a graphics program for the new location, including but not limited to, logo design, stationary, business cards, promotional material, etc.
- **Signage** - **INTERPRISE** will produce a design recommendations and specifications for interior or exterior sign systems. This may include wall signage, placement of the logo for corporate identification, departmental signage or directory signage as required.
- **Plant Program and Distribution Plan** - **INTERPRISE** will prepare specifications, placement drawings or assist in the bidding or direct purchase of office greenery required.
- **Accessory & Artwork Selection** - **INTERPRISE** will develop an accessory and art program or complement the existing program to include selection of accessories, art, type of framing, placement and inventory of such items.
- **Move-In Tagging** - **INTERPRISE** will assist in placing the contractor's labels on existing furniture and equipment that will be relocated. Labels will be identified with room numbers and inventory designations to assist the mover in final placement. Labeling of individual's moving cartons should be done by the individual.

- **Dispute Management** - **INTERPRISE** will assist **CLIENT** in settling disputes with contractors or suppliers during construction of the punch list phase where contractor's or supplier's non-conformance and malfeasance are at issue. **INTERPRISE** will assist **CLIENT** in preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding to which **INTERPRISE** is not a party.
- **Facilities Management** - **INTERPRISE** will assist in planning and implementing ongoing changes to the premises by maintaining and periodically updating reproducible record drawings, schedules and specifications.
- **Miscellaneous Services** - **INTERPRISE** will provide or coordinate the following services:
 - Model Construction
 - Fenderings
 - Furniture Mock-Ups
 - Still Photography
 - Consultants - lighting, laboratory, materials handling, record retention, acoustical, electrical, mechanical or structural
 - Consultation - concerning replacement of Work damaged by fire or other causes, and providing services as may be required in connection with the replacement of such Work

FEE SUMMARY & CONTRACT ACCEPTANCE FORM

January 5, 2010
Proposal D906-094 R3

FEE SUMMARY

For execution of the services described in this proposal D906-094 R3 dated January 5, 2010 and associated Attachments, **INTERPRISE** will charge fees according to the following summary table:

Design fees	\$13,305.00
Reimbursable Items (estimated 15% of fee)	\$1,996.00
MEP Services	\$ 7,500.00
Estimated total billing *	\$22,801.00

MEP Services – Once scope of work is determined, final pricing will be provided. Estimate \$5,000 - \$7,500

*(Excluding Chargeable Revisions and any Additional/Optional Services)

Contract Term

Unless otherwise noted, this agreement will commence upon signed approval by **CLIENT** and will, subject to the earlier termination of this Agreement, remain in effect for twelve (12) months after date of acceptance (such date being January, 2010).

A signature below will acknowledge acceptance of all of the terms and provisions of this proposal and authorization to proceed. Please transmit the signed page to **INTERPRISE** at fax number 972.960.2519 for the attention of Kaye McCallum.

Very truly yours,

INTERPRISE

TOWN OF ADDISON

Accepted and Agreed to this _____ day

of _____, 20____

By: 

By: _____

Katherine C. Berg
President

The terms, conditions and fees as described in this proposal become invalid if not signed by CLIENT within sixty (60) days

TERMS & CONDITIONS

January 5, 2010
Proposal D906-094 R3

TERMS & CONDITIONS

Ownership and Use of Documents

CAD Files, Drawings, Plans, Schedules and Specifications prepared by or for **INTERFAISE** pursuant to this Agreement belong to, and remain the joint property of, the **CLIENT** and **INTERFAISE**, and may be used by **CLIENT** as it determines for its exclusive reuse at any time without further compensation and without any restrictions, subject to the following sentence. **CLIENT** agrees that it will not use the CAD Files, Drawings, Plans Schedules and Recommendations prepared by or for **INTERFAISE** on other sites, other projects, or for the completion of the Project unless **CLIENT** removes the name of **INTERFAISE** and any of **INTERFAISE**'s consultants from such works made for hire. **INTERFAISE** and its consultants shall not be liable for **CLIENT**'s use of the documents other than in connection with the Project. **INTERFAISE** shall be permitted to retain copies, including reproducible copies and/or computer disks, of CAD Files, Drawings, Schedules and Specifications for information and reference.

Entire Agreement

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

Termination

- A. **CLIENT** may terminate this Agreement at any time and for any reason (or for no reason) upon giving **INTERFAISE** at least thirty (30)-days advance written notice of such termination. Upon receipt of the termination notice, **INTERFAISE** will stop work as specified in the notice in an orderly and expeditious manner, place no further subcontracts or orders in connection with this Agreement (except as necessary to complete the continuing portion of the Agreement, if any), terminate all subcontracts to the extent they relate to terminated work, and deliver to the **CLIENT** all CAD files, drawings, plans, schedules and specifications, whether completed or in progress. The **CLIENT** will pay **INTERFAISE** for its services provided through the effective date of termination in accordance with this Agreement, together with all Reimbursable Expenses then due.
- B. If either party (the "defaulting party") defaults in the performance of or violates any material term or provision of this Agreement (a "default"), the other party (the "non-defaulting party") shall have the right to terminate this Agreement upon giving to the defaulting party written notice of such default (specifying the default in such notice) at least five (5) business days prior to such termination; provided, however, that such right of termination shall not be exercised by the non-defaulting party unless and until a default remains uncured by the defaulting party for the said five (5) business day period, but if the default cannot with diligence be cured within said five (5) business day period, if within such five (5) business day period the defaulting party provides the non-defaulting party written notice of the curative measures which it proposes to undertake, and proceeds promptly to initiate such measures to cure such default, and thereafter prosecutes the curing of such default with diligence and continuity, the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of such default with diligence and continuity, not to exceed ten (10) business days following the receipt of the said notice. If the default is not cured within the said period of time (as applicable) to the satisfaction of the non-defaulting party, this Agreement shall terminate upon the expiration of the said period of time.
- C. Notwithstanding anything to the contrary in this Agreement, should this Agreement be terminated for any reason prior to the completion of **INTERFAISE**'s work and services hereunder, **CLIENT** shall pay **INTERFAISE** for the services and work of **INTERFAISE** provided through the date of termination and in accordance with this Agreement. **CLIENT** shall also reimburse **INTERFAISE** for all Reimbursable Expenses incurred by **INTERFAISE** in accordance with this Agreement up to and including the date of termination less any amounts previously paid **INTERFAISE** thereunder. All such payments shall be made in accordance with the provisions of this Agreement.

Responsibilities for Construction Costs

INTERFAISE has no control over the cost of labor, materials, furniture, furnishings, equipment or specialty items; base building conditions; contractor's methods of determining bid prices; competitive bidding, market or negotiating conditions; failures by subcontractors to properly perform under their contracts; delays in delivery of furnishings, furniture, equipment or specialty items; or the condition in which such furnishings, furniture, equipment or specialty items are delivered.

Accordingly, **INTERFAISE** cannot and does not make any warranty or representation with respect to the foregoing matters, and such matters shall not constitute grounds for withholding or delaying any payment due **INTERFAISE** pursuant to this Agreement. **CLIENT** should be particularly aware bids or negotiated prices may vary from the Project budget proposed, established or approved and **INTERFAISE** cannot and does not, therefore, warrant or represent that the Project budget will not be exceeded. Finally, **INTERFAISE** shall not be responsible for any malfeasance, neglect or failure of any contractor or subcontractor that is not a contractor or subcontractor of **INTERFAISE**.

The CLIENT's Responsibilities

- o **CLIENT** shall provide full information regarding requirements for the Project to the extent such information is readily available to **CLIENT**.
- o If **CLIENT** provides a budget for the Project, it shall include contingencies for bidding, changes in the Work, and other costs that are the responsibility of **CLIENT** under this Agreement.
- o **CLIENT** shall designate, when necessary, a representative authorized to act in **CLIENT**'s behalf with respect to the Project. **CLIENT** or such authorized representative shall examine the documents submitted by **INTERFAISE** and shall render decisions promptly, to avoid unreasonable delay in the progress of **INTERFAISE**'s services.
- o The drawings, specifications, services, information, surveys and reports provided by **CLIENT** pertaining to the Project shall be furnished at **CLIENT**'s expense, and **INTERFAISE** shall be entitled to rely on the accuracy and completeness thereof. **INTERFAISE** shall provide prompt written notice to the **CLIENT** if **INTERFAISE** becomes aware of any errors, omissions or inconsistencies in the same.
- o If either **CLIENT** or **INTERFAISE** observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given to the other party.
- o **CLIENT** shall furnish the required information and services and shall render decisions as expeditiously as necessary for the orderly progress of **INTERFAISE**'s services and of the Work.
- o **CLIENT** shall provide suitable space for the receipt, inspection and storage of materials and equipment.
- o If Bidding or Negotiating has not commenced within Three (3) months after **INTERFAISE** submits the proposed Construction Documents to **CLIENT**, any Project budget shall be reasonably adjusted to reflect any change in the general level of prices which may have occurred in the interiors industry between the date of submission of the Construction Documents to **CLIENT** and the date on which proposals are sought.

Disputes

Any claim, dispute or other matter in question arising out of or related to this Agreement may shall (except for failure to pay undisputed amounts due hereunder) be submitted to nonbinding mediation prior to litigation. A request for mediation shall be filed in writing with the other party to this Agreement. If nonbinding mediation is agreed upon by the parties, the parties shall share the costs of the mediation equally.

TERMS & CONDITIONS

January 5, 2010
Proposal D906-094 R3

Texas Law Applies; Venue

The Agreement shall be construed under and governed by the laws of the State of Texas, without regard to choice of law rules, and all obligations of the parties created by this Agreement are performable in Dallas County, Texas. Venue for any action under this Amendment shall lie exclusively in Dallas County, Texas.

Texas law requires registered Interior Designers to provide all **CLIENTs** with the following written statement:

"The Texas Board of Architectural Examiners (P.O. Box 12337, Austin, TX 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, TX 78701-3942, 512-305-8900, www.tbae.state.tx.us) has jurisdiction over complaints regarding the professional practices of persons registered as Interior Designers in Texas."

Access to Work

INTERPRISE shall at all times have reasonable access to the Work wherever it is in preparation or progress.

Confidentiality

INTERPRISE shall maintain the confidentiality of information specifically designated as confidential by the **CLIENT**, unless withholding such information would violate the law or prevent **INTERPRISE** from establishing a claim or defense in an adjudicatory proceeding. **INTERPRISE** shall require of **INTERPRISEs** consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the **CLIENT**.

Insurance

In connection with this Agreement and at all time relevant hereto or in connection herewith, **INTERPRISE** shall acquire and maintain in a company or companies lawfully authorized to do business in Texas at least the following insurance:

- (A) Workers' Compensation insurance at statutory limits under the laws of Texas, including Employers' Liability coverage at minimum limits of \$1,000,000 each occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate;
- (B) Commercial General Liability insurance, with combined single limits of not less than \$1,000,000 per-occurrence and \$1,000,000 general aggregate for bodily injury and property damage; \$1,000,000 for personal injury; and a \$1,000,000 annual aggregate for Products/Completed Operations. Coverage must include Contractual Liability and Products/Completed Operations (and if such commercial general liability insurance contains a general aggregate limit, it shall apply separately to the Services under this Agreement);
- (C) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including Owned, Non-Owned and Hired Car Coverage. This coverage must be written on a standard and approved ISO form;
- (D) Professional Liability Insurance to protect from liability arising out of the performance of professional services under this Agreement. Such coverage shall be in the sum of not less than One Million and No/100 Dollars (\$1,000,000.00) per claim and Two Million and No/100 Dollars (\$2,000,000.00) aggregate. This coverage must be maintained for at least two (2) years after the Project contemplated herein is completed. If coverage is written on a claims-made basis, the retroactive date must not be later than the inception date of this Agreement.

With reference to the foregoing insurance requirements, **INTERPRISE** shall specifically endorse applicable insurance policies as follows:

All such policies of insurance shall (a) be issued by insurance companies reasonably acceptable to **CLIENT** and such companies shall be licensed and admitted to do business by the Texas Department of Insurance, (b) all liability policies shall contain no cross liability exclusions or insured versus insured restrictions, (c) except for professional liability insurance and workers compensation insurance, shall name the Town of Addison, Texas as an additional insured, (d) in all liability policies, provide that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of activities conducted hereunder, (e) be endorsed to require the insurer to immediately notify the Town of Addison of any material change in the insurance coverage (f) contain a waiver of subrogation endorsement in favor of the Town of Addison, Texas, and (g) provide for at least thirty (30) days written notice to the Town of Addison, Texas prior to cancellation, non-renewal or material modification of such insurance. **INTERPRISE** may maintain reasonable and customary deductibles.

Certificates of insurance (together with the declaration page of such policies, along with all endorsements (including, without limitation, the endorsement naming the Town of Addison, Texas as an additional insured), satisfactory to **CLIENT**, evidencing all coverage above, shall be promptly delivered to Town prior to **INTERPRISE** beginning any work hereunder, and the same shall be updated as may be appropriate, with complete copies of such policies furnished to the **CLIENT** upon request.

INDEMNITY OWED BY INTERPRISE

INTERPRISE covenants and agrees to **FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS** the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (each an "**Addison Person**" and collectively the "**Addison Persons**"), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability, and suits, of any kind and nature whatsoever made upon any **Addison Person**, whether directly or indirectly, (the "**Claims**"), that arise out of, result from, or relate to: (1) the services and work of **INTERPRISE** under or in connection with this Agreement; (2) representations or warranties by **INTERPRISE** under this Agreement; and/or (3) any other act or omission under or in performance of this Agreement by **INTERPRISE**, or any owner, officer, director, manager, employee, agent, representative, consultant, contractor, subcontractor, licensee, concessionaire, or invitee of **INTERPRISE**, or any other person or entity for whom **INTERPRISE** is legally responsible, and their respective owners, officers, managers, employees, directors, agents, and representatives. **SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.** However, **INTERPRISE's** liability under this clause shall be reduced by that portion of the total amount of the Claims (excluding defense fees and costs) equal to the **Addison Person** or **Persons'** proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss. Likewise, **INTERPRISE** shall be obligated to defend **Addison Person** or **Persons**, but **INTERPRISE's** liability for **Addison Person's** defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to **Addison Person** or **Persons'** proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss.

INTERPRISE and **CLIENT** shall each promptly advise the other in writing of any claim or demand against any **Addison Person** or **INTERPRISE** related to or arising out of **INTERPRISEs** activities under this Agreement, and **INTERPRISE** shall see to the investigation and defense of such claim or demand at **INTERPRISEs** sole cost and expense, subject to reimbursement of any portion of the defense costs and attorneys' fees attributable to **Addison Person's** or **Persons'** proportionate share of the negligence, gross negligence, or conduct that would give rise to strict liability, that caused the loss. The **Addison Persons** shall have the right, at the **Addison Persons'** option and at own expense, to participate in such defense without relieving **INTERPRISE** of any of its

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obligations hereunder, provided that the Addison Persons shall have no right to settle any Claim in any manner that would adversely affect INTERPRISE without INTERPRISE's prior written consent. This defense, indemnity, and hold harmless obligation shall survive the termination or expiration of this Agreement.

Definitions

Except as otherwise expressly provided, terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, and in AIA Document A271, General Conditions of the Contract for Furniture, Furnishings and Equipment, as appropriate, current as of the date of this Agreement. *[NOTE: identify which definition]*

Authorized Signatories

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

Assignment

INTERPRISE shall have no power to and shall not assign, sublet, subcontract, transfer, or otherwise convey its interest, rights, duties, or responsibilities under this Agreement, in whole or in part, without the prior written consent of the CLIENT, and any such assignment, subletting, subcontracting, transfer or other conveyance without CLIENT's prior written consent, shall be deemed a material breach of this Agreement and the CLIENT shall have the right to terminate this Agreement immediately and without further notice.

Severability

In any clause, paragraph, section or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect. In lieu of any such illegal, unlawful, unconstitutional, or void provision, the parties agree to seek to reasonably negotiate to add as a part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

Rights and Remedies Cumulative; Non-Waiver

It is not a waiver of or consent to a breach, failure to perform, or default of this Agreement if the non-defaulting party fails to declare promptly a default or delays in taking any action. Pursuit of any rights or remedies set forth in this Agreement does not preclude pursuit of any other rights or remedies in this Agreement or available or provided by law, in equity, or otherwise.

Notice

Where the terms of this Agreement require that notice be provided or given (except where oral notice is permitted), such notice shall be in writing and shall be (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given to received by the party to whom it is directed (i) upon being hand-delivered, (ii) twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier to be delivered overnight, or (iii) seventy-two hours following the deposit of the notice in the mail if sent by United States certified mail, postage pre-paid, return receipt requested. Addresses for notice under this Agreement are as follows:

<u>To INTERPRISE:</u>	<u>To CLIENT:</u>
INTERPRISE Design 5080 Spectrum Drive, Suite 115E Addison, TX 75001-6403 Attn: Katherine C. Berg, President	Town of Addison, Texas 5300 Belt Line Road Dallas, Texas 75254 Attn: City Manager

The above addresses may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received the last addresses and addressee stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

No Third Party Beneficiaries

This Agreement and all of its terms and provisions are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

HOURLY RATE SCHEDULE

<u>EXPERIENCE LEVEL</u>	<u>RATE</u>
Principal	\$150.00
Department Director / Senior Director	\$135.00
Director	\$120.00
Manager	\$100.00
Assistant Manager	\$ 90.00
Coordinator	\$ 85.00
Designer	\$ 65.00

WORK AUTHORIZATION

Project No:

Re:

Date:

W.A.# :

Building Name:

To:

Confirming your verbal / written authorization to perform the following work:

Description:	Unit / Type	Quantity	Cost
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Authorized Cost Estimate:	\$
Reimbursable Estimate:	\$
Total Authorized Cost Estimate:	\$

Remarks:

Approved By: _____
 Title: _____
 For: _____
 Date: _____

Return signed W.A. to: _____
INTERPRISE
 (972) 385-3991
 Fax (972) 960-2519

Council Agenda Item: #R10

AGENDA CAPTION:

Presentation, discussion and consideration of approval of an ordinance amending the Code of Ordinances by adding a new Section 54-4, making it an offense for any person to electioneer for or against any candidate or measure within certain public buildings owned by the Town.

FINANCIAL IMPACT:

N/A.

BACKGROUND:

N/A.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[Electioneering Ordinance](#)

Type:

Ordinance

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING THE CODE OF ORDINANCES OF THE TOWN BY ADDING A NEW SECTION 54-4 MAKING IT AN OFFENSE FOR ANY PERSON TO ELECTIONEER, AS DEFINED HEREIN, FOR OR AGAINST ANY CANDIDATE OR MEASURE WITHIN CERTAIN PUBLIC BUILDINGS OWNED BY THE TOWN; PROVIDING EXCEPTIONS THERETO; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF \$500.00 FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH SDAY UPON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas (the “City”) is the owner of a number of public buildings located within the City and identified in Section 1 of this Ordinance, below; and

WHEREAS, each of such buildings are used by the City for certain governmental and municipal purposes, including administrative, finance, law enforcement, fire, emergency medical, public health and recreation, arts, parks, public works, engineering, building inspection, code enforcement, development, and court services, and, except as described below, none of such buildings have been established or designated for political campaign purposes; and

WHEREAS, the active, direct, face-to-face solicitation of a person to vote for or against a person or measure in connection with a political campaign can have a disruptive effect on the public business occurring within such buildings, and such face-to-face solicitation presents a risk of duress that is an appropriate target of regulation;

WHEREAS, the adoption of this Ordinance is in the best interests of the health and welfare of the citizens of the City.

Section 1. Amendment. The Code of Ordinances of the Town of Addison, Texas (the “City”) is hereby amended by adding to the said Code of Ordinances a new Section 54-4 regarding electioneering in public buildings owned by the City, to read as follows:

Section 54-4. Electioneering in Public Buildings.

(a) For purposes of this section, the term “electioneer” means the active, direct solicitation of a person to vote for or against a candidate or measure to be considered in a public election. The term does not include, and it is not the intent of this section to regulate or prohibit, the incidental or casual discussion of any such candidate or measure, or to regulate or prohibit the wearing of clothing, buttons, or other items that promote such a candidate or measure.

(b) A person commits an offense if the person knowingly or intentionally electioneers within any of the following buildings owned by and located within the Town of Addison and (each building being, for purposes of this section, a “Public Building”): Town Hall (located at 5300 Belt Line Road), the Finance Building (located at 5350 Belt Line Road), Fire Station 1 (located at 4798 Airport Parkway), Fire Station 2 (located at 3950 Beltway Drive), the Addison Athletic Club (located at 3900 Beltway Drive), the Addison Conference and Theatre Centre (located at 15650 Addison Road), the Police Department building (located at 4799 Airport Parkway), and the Addison Service Center (located at 16801 Westgrove Drive).

(c) Notwithstanding the provisions of subsection (a) of this section, it is not a violation of subsection (b):

(i) for a person to rent space within the Addison Conference and Theatre Centre (located at 15650 Addison Road) to conduct electioneering activities, provided such rental is in accordance with and subject to the rules and regulations applicable to the Addison Conference and Theatre Centre;

(ii) for a person to electioneer at a public election polling place that is located inside a Public Building, , provided such electioneering is in accordance with State law; and

(iii) for a person to be introduced at a meeting of the City Council as a candidate for an elected public office as an incidental part of such meeting.

Section 2. Severability. The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 3. Savings. This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where and to the extent the provisions of those Ordinances are in direct conflict with the provisions of this Ordinance.

Section 4. Penalty. It shall be unlawful for any person to knowingly or intentionally violate any provision of this Ordinance, and any person violating any provision hereof shall be fined, upon conviction, in an amount of not less than One and No/100 Dollars (\$1.00) and not more than Five Hundred and No/100 Dollars (\$500.00), and a separate offense shall be deemed committed each day during or on which a violation or failure occurs or continues.

Section 5. Effective Date. This Ordinance shall become effective from and after its passage and approval and its publication as may be required by law (including, without limitation, the City Charter, and the ordinances of the City).

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this
_____ day of _____, 2009.

Joe Chow, Mayor

ATTEST:

By: _____
Lea Dunn, City Secretary

APPROVED AS TO FORM:

By: _____
John Hill, City Attorney