



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

OCTOBER 25, 2005

7:30 P.M.

COUNCIL CHAMBERS

5300 BELT LINE ROAD

REGULAR SESSION

Item #R1 - Consideration of Old Business.

Item #R2 - Consent Agenda.

CONSENT AGENDA

#2a - Approval of the Minutes for the October 11, 2005 Council Meetings.

#2b - Consideration and approval for the City Manager to enter into a contract for FY '06 with the Trinity River Authority to provide inspection, sampling and laboratory analysis on certain industries in Addison to comply with wastewater pretreatment laws as required by EPA.

#2c - Consideration and approval of a Resolution authorizing the City Manager to enter into an agreement with Hand & Associates Marketing Communications to advertise in the Addison/North Dallas Corridor Guide publication.

Item #R3 - Consideration and approval of an Ordinance approving an amendment of Chapter 34, "Drought Contingency Plan," of the Code of Ordinances of the City by amending Article V, Sections 34-171 through 34-179, to meet newly established guidelines and requirements of the Texas Commission on Environmental Quality.

Attachments:

1. Council Agenda Item Overview
2. Drought Contingency Plan

Administrative Recommendation:

Administration recommends approval.

Item #R4 - Consideration and approval of an Ordinance amending the Code of Ordinances by amending Chapter 66 (Solid Waste) Article II (Collection and Disposal), Section 53 regarding the requirements for a solid waste collection permit.

Attachments:

1. Council Agenda Item Overview
2. Proposed amendments
3. Ordinance

Administrative Recommendation:

Administration recommends approval.

Item #R5 - Presentation of Department's Quarterly Operation Reports, including video presentation of Addison Shelter effort, report from Fire Department, and report on Special Events.

Item #R6 - Consideration and approval of a resolution from the Addison City Council to authorize the City Manager to extend an existing contract with Allyn & Company, as the Town's public relations firm for the Town's effort to have the Cotton Belt Rail Line included in DART's 2030 System Plan Update.

Attachments:

1. Council Agenda Item Overview
2. Allyn & Company Budget Estimate

Administrative Recommendation:

Administration recommends approval.

EXECUTIVE SESSION

Item ES1 - Closed (executive) session of the City Council pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with its attorney to seek the advice of its attorney about pending litigation, to wit: *Town of Addison v. Nile Properties, et al*, Cause No. CC-01-04552-A, County Court at Law No. 1, Dallas County, Texas.

REGULAR SESSION

Item #R7 - Consideration of any action deemed necessary by the City Council in connection with pending litigation, to wit: *Town of Addison v. Nile Properties, et al*, Cause No. CC-01-04552-A, County Court at Law No. 1, Dallas County, Texas.

Adjourn Meeting

Posted 5:00 p.m.
October 20, 2005
Carmen Moran
City Secretary

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

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

October 11, 2005
6:00 p.m. – Town Hall – Work Session
5300 Belt Line Road

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

Item #1 – Discussion of proposed solid waste collection permit.

No action taken

Item #2 – Discussion of proposed series 2005 \$1.5 million sale of general obligation bonds.

No action taken.

Item #3 – Discussion of the City Council's nomination for a member to the Board of Directors of the Dallas Central Appraisal District.

No action taken.

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

Mayor

Attest:

City Secretary

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

October 11, 2005
7:30 p.m. - Council Chambers
5300 Belt Line Road

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

Item #R1 - Consideration of Old Business.

The following employees were introduced to the Council: Darryl Berry (Parks),
Juan Gutierrez (General Services), Aaron Krause (Police).

Item #R2 - Consent Agenda.

#2a – Approval of the Minutes for the September 27, 2005 Council Meetings.

Councilmember Niemann moved to duly approve the minutes for the September
27, 2005 Council Meetings. Councilmember Mallory seconded. Motion carried.

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

Item #R3 – Consideration and approval of a nomination for a member to the
Board of Directors of the Dallas Central Appraisal District.

Councilmember Hirsch moved to duly approve Resolution No. R05-079 the
nomination of Scott Wheeler to the Board of Directors of the Dallas Central
Appraisal District. Councilmember Braun seconded. Motion carried.

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

Item #R4 – **PUBLIC HEARING** regarding, and consideration of approval of, an
Ordinance approving a Special Use Permit for a restaurant located at 5100 Belt
Line Road, Suite 704, on application from Pacuigo Ice Cream, Mr. Dok Cha Kim,
represented by Mr. Soh Koo Lee of Lee's Construction.

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

Councilmember Braun moved to duly approve Ordinance No. 005-052 approving a Special Use Permit for a restaurant located at 5100 Belt Line Road, Suite 704, on application from Pacuigo Ice Cream, subject to no conditions. Councilmember Niemann seconded. Motion carried.

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

Item #R5 – **PUBLIC HEARING** regarding, and consideration of approval of, an Ordinance approving an amendment to a 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, located at 14248 Marsh Lane, on application from Burger House, represented by Mr. Angelo Chantilis, Sr.

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

Councilmember Mellow moved to duly approve Ordinance No. 005-053 approving an amendment to a 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, located at 14248 Marsh Lane, on application from Burger House, subject to the following conditions:

- The applicant shall provide irrigated landscaping along the east side of the property that complies with the plant quantity requirements in the landscape regulations.
- The applicant shall substitute crape myrtles for the tree-form wax leaf ligustrum shown just to the east of the building by the proposed drive-thru.
- The applicant shall substitute a more suitable shrub for the Tam Juniper shown in front of the building.
- The applicant shall remove the abandoned sidewalk area and low concrete retaining wall in front of the building and convert that area to landscaping.
- The applicant shall substitute a perennial shrub for the fountain grass shown on the plan.

-The applicant shall top-dress and level all turf areas up to the grade of surrounding concrete areas.

-The applicant shall submit a plan that shows existing and new irrigation, which needs to include a plan to connect a freeze and rain sensor to an automatic irrigation controller.

Councilmember Kraft seconded. Motion carried.

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

Item #R6 – **PUBLIC HEARING** regarding, and consideration of approval of, an Ordinance approving a Special Use Permit for a Christmas Tree Lot in an Industrial-1 district, located at 14223 Dallas Parkway, on application from Patton's Corner, represented by Mr. Jeff Patton.

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

Councilmember Mallory moves to duly approve Ordinance No. 005-054 approving a Special Use Permit for a Christmas Tree Lot in an Industrial-1 district, located at 14223 Dallas Parkway, on application from Patton's Corner, subject to no conditions. Councilmember Niemann seconded. Motion carried.

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

Item #R7 – Consideration and approval of a Resolution authorizing the City Manager to enter into an agreement with Sasaki, Inc., for a reimbursement to the Town, in an amount not to exceed \$91,537.00, for modifications made by Dee Brown, Inc., to the interactive fountain basin at Addison Circle Park.

Councilmember Kraft moved to duly approve Resolution No. R05-080 authorizing the City Manager to enter into an agreement with Sasaki, Inc., for a reimbursement to the Town, in an amount not to exceed \$91,537.00, for modifications made by Dee Brown, Inc., to the interactive fountain basin at Addison Circle Park. Councilmember Mallory seconded. Motion carried.

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

Item #R8 – Consideration and approval of a Resolution authorizing the City Manager to enter into an agreement with Dee Brown, Inc., in an amount not to exceed \$91,537.00, for modifications to the interactive fountain basin at Addison Circle Park.

Councilmember Niemann moved to duly approve Resolution No. R05-081 authorizing the City Manager to enter into an agreement with Dee Brown, Inc., in an amount not to exceed \$91,537.00, for modifications to the interactive fountain basin at Addison Circle Park. Councilmember Braun seconded. Motion carried.

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

Item #9 – Consideration and approval of an Ordinance of the Town of Addison amending Chapter 82 of the Code of Ordinances by amending sewage and water rates for all customer classifications; providing a savings clause; providing a severability clause; providing an effective date.

Councilmember Niemann moved to duly pass Ordinance No. 005-055 amending Chapter 82 of the Code of Ordinances by amending sewage and water rates for all customer classifications; providing a savings clause; providing a severability clause; providing an effective date. Councilmember Braun seconded. Motion carried.

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

Item #10 – Consideration and approval of an Ordinance amending Solid Waste, Chapter 66, Ordinance II, Section 53 of the Code of Ordinances regarding the requirement for a solid waste collection permit.

This item was withdrawn per staff's request.

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

Mayor

Attest:

City Secretary

Council Agenda Item: #2b

SUMMARY:

Annual contract for FY '06 with the Trinity River Authority to provide inspection, sampling and laboratory analysis on certain industries in Addison to comply with wastewater pretreatment laws as required by EPA.

FINANCIAL IMPACT:

Budgeted Amount: \$0

Cost: \$0

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

N/A

BACKGROUND:

The EPA requires that industries categorized as significant industrial users (SIUs) regarding their wastewater discharges be scrutinized by the local governing authority for compliance with federal law. Since the Trinity River Authority (TRA) treats all of the wastewater generated in the industrially zoned areas in Addison and is the agency responsible to the EPA, in the interest of impartiality and credibility, we felt it is prudent to continue our relationship with TRA for EPA required services.

Being that the actual expenditures to TRA are recoverable from SIUs, no monies are budgeted for this regulatory program. An enterprise account (#01-000-11505) in the Utility Fund has been created to handle this financial arrangement. For your information, we do not expect expenditures for the term of this contract to exceed \$3,000. Find attached a cover letter from TRA and a draft contract for Mr. Whitehead's signature. Please forward both signed contracts to TRA for their signature and provide to me a copy of the fully executed contract when it returns from TRA.

RECOMMENDATION:

Staff recommends approval

Trinity River Authority of Texas



Central Regional Wastewater System

3110.500.040.100

August 19, 2005

Mr. Neil Gayden
Supervisor, Environmental Services
City of Addison
P.O. Box 9010
Addison, Texas 75001-9010

Dear Mr. Gayden:

Subject: Contract for Services - Fiscal Year 2006
Revised Technical Services Fee Schedule
Central Regional Wastewater System

The Trinity River Authority Board of Directors, in Board Action June, 2005, approved the Technical Services Fee Schedule for Fiscal Year 2006, which is in connection with all contracting work relating to the analysis of water and wastewater, industrial inspections, and/or sampling services. As in past years we propose to continue performing associated services to all Authority Contributing Parties under the provisions of a contract for services.

Enclosed please find two (2) copies of the Trinity River Authority Contract for Services and Fee Schedules for Fiscal Year 2006 attached for your review and official authorization. Upon the City's approval for requested services between the City and Trinity River Authority, please return both notarized or sealed copies with Attachment A - Technical Services Fee Schedules for final execution to this office. After execution by the Authority's General Manager, one (1) original Contract for Services will be returned for your files unless otherwise noted by the City.

Please address and refer the correspondence regarding this matter to:

Trinity River Authority
Central Regional Wastewater System
6500 West Singleton Blvd.
Dallas, Texas 75212
Attention: Wm. B. Cyrus, Manager Technical Services

6500 W. Singleton Blvd.
Dallas, Texas 75212
Metro (972) 263-2251
Admin Fax (972) 331-4412
Lab Fax (972) 331-4414

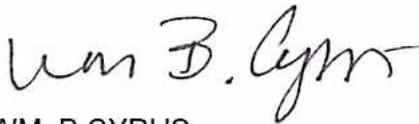
August 19, 2005
FY-2006 Contract for Services
Page 2

To coordinate our efforts accordingly, the Authority requests the approval of the contract to begin on October 1, 2005, and terminate on date specified by the contracting party in Section VI. Please note that the contract may now be greater than one (1) year at the contracting party's preference.

Also enclosed are additional copies of our Board Approved Fiscal Year 2006 Services Fee Schedule for your use and files. The service fees are effective December 1, 2005 through November 30, 2006. Historically the fee schedule for these services is derived annually from the direct costs of performing each test, including manpower, materials, supplies, and equipment costs. Additionally, the cost associated with maintaining quality assurance is included in the cost of the test.

Should you have any questions concerning this contract or changes in fee schedule, please contact this office at your convenience.

Sincerely,



WM. B. CYRUS
Manager, Technical Services

BC/jc

Enclosures

CONTRACT FOR TECHNICAL SERVICES

I. CONTRACTING PARTIES

The Receiving Agency: **TOWN OF ADDISON**, whose authorized address is:

PO Box 9010

Addison, Texas 75001

Attn: Neil Gayden, R.S. Environmental Services Official

The Performing Agency: Trinity River Authority of Texas, whose authorized address is 5300 South Collins, P. O. Box 240, Arlington, Texas 76004-0240, Attention: Danny F. Vance, General Manager (or his designated representative).

II. STATEMENT OF SERVICES TO BE PERFORMED

In order to discharge the responsibilities associated with the enforcement of Federal, State, and City regulations, the Receiving Agency requires services of a laboratory qualified to perform water and wastewater analysis, and of personnel to conduct industrial inspection and/or sampling services, such services detailed in Section A, Subsection(s) **1, 2 & 3**, below.

A. PERFORMANCE OF SERVICES

1. Industrial Inspection Services

In keeping with the foregoing, the Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform industrial inspection services within the parameters listed on the attached schedule sheet.

The Performing Agency (Trinity River Authority of Texas) shall perform all Industrial Pretreatment Inspections, review permit applications and prepare for submittal Permits to Discharge Industrial Wastes to the Sanitary Sewer in accordance with procedures established by the Trinity River Authority of Texas in accordance with 40 CFR Part 403.8. Industrial Pretreatment Inspections, Application reviews and Permit preparations and submittals shall be in compliance with the Receiving Agency's Industrial Waste Ordinances, Sewer Ordinances Numbers **003-003**, and EPA General Pretreatment Regulations for Existing and New Sources. Records of Inspections, Applications and Permits shall be maintained as required by EPA General Pretreatment Regulations, 40 CFR Part 403.12.

2. Industrial Sampling Services

In keeping with the foregoing, the Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform industrial sampling services within the parameters listed on the attached schedule sheet and in accordance with the Receiving Agency's Industrial Waste Ordinances and Sewer Ordinances Numbers **003-003**.

The Performing Agency (Trinity River Authority of Texas) shall perform all sample collections, sample preservation, and maintenance of chain-of-custody records in accordance to the approved procedures set forth in Test Methods for Evaluating Solid Waste, EPA Manual SW-846, Methods for Chemical Analysis of Water and Wastes, EPA Manual EPA-600/4-79-020, and the Handbook for Sampling and Sample Preservation of Water and Wastewater, EPA Manual EPA-600/4-82-029. The samples shall be properly collected, preserved and delivered by the Performing Agency to the Performing Agency's laboratory located at 6500 West Singleton Blvd., Dallas, Texas. When feasible flow or time composited sampling will be conducted. When composited sampling is not feasible, grab sampling will be appropriate.

3. Analytical Services

In keeping with the foregoing, the Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform analytical services within the parameters listed on the attached schedule sheet.

The Receiving Agency will collect samples and deliver them to the laboratory for analysis. It is understood that these samples will be properly collected and preserved in accordance with applicable sections of A Practical Guide to Water Quality Studies of Streams, Federal Water Pollution Control Administration publication and Methods for Chemical Analysis for Water and Wastes, EPA manual, as well as the latest edition of Standard Methods for the Examination of Water and Wastewater. A chain-of-custody procedure shall be maintained in the field and the laboratory in accordance with procedures to be established by the Receiving Agency. The Receiving Agency will furnish chain-of-custody tags.

The Performing Agency (Trinity River Authority of Texas) will perform all analyses according to the approved procedures set forth in Standard Methods for the Examination of Water and Wastewater, current edition or the latest edition of Methods for Chemical Analysis of Water and Wastes, EPA manual. Samples will be analyzed by these methods on the production basis, to include appropriate analytical quality assurance procedures. Records will be kept for documentation of the Performing Agency's quality assurance program and copies will be available to the Receiving Agency upon request. Unusual interferences and problems will be reported to the Receiving Agency at its authorized address noted above. Research into specific techniques to overcome these difficulties will be undertaken when practical, and by mutual agreement. The sample information sheet submitted with each sample will designate the particular analysis or analyses to be made of each sample submitted. The laboratories will be operated in such a manner as to insure the legal sufficiency of the sample handling; analytical and reporting procedures; and to remedy effects in the procedures should such be discovered.

The various laboratory personnel shall be directed upon receipt of written notice from the Receiving Agency 72 hours in advance, to appear and testify in enforcement actions. In such event, the Receiving Agency shall pay travel and per diem expenses for such employees. Travel and per diem for court appearances hereunder shall be based on current State laws.

Receiving Agency may deliver to Performing Agency samples for analysis separate and apart from those samples collected by the Performing Agency. When the Receiving Agency delivers samples to the Performing Agency for analysis, the Receiving Agency shall indicate the nature and extent of the analyses it desires to be conducted. Performing Agency shall not be responsible for the manner of collection or chain-of-custody tags or sheets which are matters entirely outside Performing Agency's control. Performing Agency shall receive, log and perform such analyses of samples in accordance with that part of the chain-of-custody procedures identified as Transfer of Custody and Shipment attached hereto.

Samples analyzed to maintain the normal quality assurance program which the Performing Agency presently maintains in its laboratory will be charged to the Receiving Agency at the same rate as submitted samples.

B. TERMINATION

Either party to this Contract may terminate the Contract by giving the other party thirty (30) days notice in writing at their authorized address as noted previously. Upon delivery of such notice by either party to the other and before expiration of the thirty (30) day period, the Performing Agency will proceed promptly to cancel all existing orders, contracts, and obligations which are chargeable to this Contract. As soon as practicable after notice of termination is given, the Performing Agency will submit a voucher for work performed under this Contract through its termination. The Receiving Agency will pay the Performing Agency for the work performed less all prior payments. Copies of all completed or partially completed reports, documents, and studies prepared under this Contract will be delivered by the Performing Agency to the Receiving Agency when and if this Contract is terminated prior to the completion of the prescribed work.

C. AMENDING THE CONTRACT

The parties hereto without invalidating this Contract may alter or amend this Contract upon advance written agreement of both parties to exclude work being performed or to include additional work to be performed and to adjust the consideration to be paid hereunder by virtue of alterations or amendments.

III. BASIS FOR CALCULATING REIMBURSABLE COSTS

The financial basis for calculating reimbursable costs shall be as stated in Attachment A, said attachment A shall be revised and updated annually. A cost analysis shall be prepared each year by the Trinity River Authority of Texas and shall be approved by the Trinity River Authority of Texas Board of Directors prior to effective date of said revision.

The expenditures by the Trinity River Authority of Texas of funds paid to it under this Contract shall be subject to such State or Federal audit procedures as may be required by law and by accepted practices of the State or Federal auditor, or both, if requested. The Trinity River Authority of Texas shall be responsible for maintaining books of account that clearly, accurately and currently reflect financial transactions. The financial records must include all documents supporting entries on the account records which substantiate costs. The Trinity River Authority of Texas must keep the records readily available for examination for a period of three (3) years after the close of the last expenditure.

Reimbursement for the inspection, sampling, and/or analytical costs, and cost for any travel and per diem expenses shall not exceed **Three Thousand Dollars (\$3,000)** for the period of this Contract.

IV. CONTRACT AMOUNT

The total amount of this Contract shall not exceed **Three Thousand Dollars (\$3,000)** nor be less than **One Thousand Five Hundred Dollars (\$1,500)**, per annum, unless mutually agreed by the parties hereto.

V. PAYMENT FOR SERVICES

The Performing Agency shall bill the Receiving Agency monthly for services performed. Charges for these services shall be based on the attached cost schedules.

The Receiving Agency shall pay the monthly billings of the Performing Agency within thirty (30) days of their receipt.

VI. TERM OF CONTRACT

This Contract is to begin **October 1, 2005** and shall terminate **September 30, 2006**, subject to Section II, paragraph B of this contract.

VII. INTERLOCAL AGREEMENT

Inasmuch as the Receiving Agency and the Performing Agency are political subdivisions of this state, and inasmuch as the testing of water and wastewater are critical to the maintenance of public health and such testing is therefore, a governmental function and service, this contract shall be deemed authorized by the Interlocal Cooperation Act, art. 4413(32c), Tex. Rev. Civ. Stat.

Receiving Agency:

Performing Agency:

CITY OF _____

TRINITY RIVER AUTHORITY OF TEXAS

BY: _____

BY: _____

TITLE: _____

GENERAL MANAGER

DATE: _____

DATE: _____

ATTEST: _____

ATTEST: _____

(SEAL)

(SEAL)

CHAIN-OF-CUSTODY PROCEDURES

Sample Collection

1. To the maximum extent achievable, as few people as possible should handle a sample.
2. Stream and effluent samples should be obtained using standard field sampling techniques and preservation procedures.
3. Chain-of-Custody tags or sheets should be attached to each sample at the time it is collected.

The tag or sheet contains basically laboratory (requested parameters) information; however, certain identifying items including City, City Code, Type Sample, Material Sampled, and Method of Preservation must be completed by the field personnel collecting the sample.

In completing the Chain-of-Custody tag or sheet, care should be utilized to insure that all necessary information is correctly and legibly entered onto the form. A black ballpoint with water proof ink should be used at all times.

Transfer of Custody and Shipment

1. All samples should be handled by the minimum possible number of persons.
2. All incoming samples shall be received by the custodian, or his alternate, and logged into a record book (log book). Information to be entered into the Log Book shall include the sample number, date received, source, time(s) sampled, date(s) sampled, and analyses requested.
3. Promptly after logging, the custodian will distribute the sample to an analyst or place the sample in the sample room, which will be locked at all times except when samples are removed or replaced by analysts.
4. The custodian shall ensure that heat-sensitive samples, or other sample materials having unusual physical characteristics, or requiring special handling, are properly stored and maintained.
5. Samples shall be kept in the sample storage security area at all times when not actually being used by analysts, such as during overnight absences.
6. The analysis sheet will be signed and dated by the person performing the tests and retained as a permanent record in the laboratory.
7. Test results shall be sent by the laboratory to the appropriate Receiving Agency control point.

Council Agenda Item: #2c

SUMMARY: Approval of an agreement with Hand & Associates Marketing Communications to advertise in the November 2005, March 2006 and August 2006 editions of the Addison/ North Dallas Corridor Guide publication.

FINANCIAL IMPACT:

Budgeted Amount: \$111,750
\$105,000 for advertising (\$35,000 per edition)
\$6,750 for distribution to the top 100 employers and 25 principal buildings within the designated area

Cost: \$111,750

BACKGROUND: In the Fall of 1998 the Town entered into agreement with Hand & Associates to buy advertising in the Addison/ North Dallas Visitors Guide for the purpose of promoting Addison and the surrounding area to visitors. The Guide continues to be well received and is distributed to all the hotel rooms in Addison and the LBJ corridor as well as the lobbies of the 25 principal buildings and the top 100 employers within the defined geographic area.

RECOMMENDATION:

Staff recommends approval.

EXHIBIT "A"**DESCRIPTION OF ADDISON/NORTH DALLAS PUBLICATION**

- A. **Schedule:** The (i) November 2005 issue of the Publication shall be completed and distributed by Hand on or before November 25, 2005, (ii) the March 2006 issue of the Publication shall be completed and distributed on or before March 24, 2006, and the (iii) August 2006 issue of the Publication shall be completed and distributed by Hand on or before August 25, 2006.
- B. **Duties of Town:** The Town shall:
1. Become the anchor advertiser for the November 2005, March 2006, and August 2006 issue of the Publication. The Town shall be provided (a) 18 pages of R.O.B. (Run of Book) advertising and editorial, for the November 2005 issue of the Publication at a total cost not to exceed \$35,000, (b) 18 pages of R.O.B. (Run of Book) advertising and editorial, for the March 2006 issue of the Publication at a total cost not to exceed \$35,000, and (c) 18 pages of R.O.B. advertising and editorial for the August 2006 issue of the Publication at a total cost not to exceed \$35,000. Payments shall be due based on the following schedule:

For the November 2005 issue, a total of \$35,000.00 will be due 30 days after completion by Hand of delivery of the Publication to all the hotels contained on a distribution list designated by the Town and the distribution of the Publication to all other sources as described herein.

For the March 2006 issue, a total of \$35,000.00 will be due 30 days after completion by Hand of delivery of the Publication to all the hotels contained on a distribution list designated by the Town and the distribution of the Publication to all other sources as described herein.

For the August 2006 issue, a total of \$35,000.00 will be due 30 days after completion by Hand of delivery of the Publication to all the hotels contained on a distribution list designated by the Town and the distribution of the Publication to all other sources as described herein.
 2. **Submit to Hand in writing:** changes and/or corrections to proofs or artwork, photos, and editorial layout. The Town shall return requests for proofing within 96 hours of receipt from Hand.
 3. The Town agrees to permit Hand to review its collection of photographs, and agrees to grant to Hand a non-exclusive, royalty free license to use or reproduce such photographs, but solely as a part of the content of the publications which are the subject hereof; provided, however, that if any

other person, firm or entity is the owner of any intellectual property rights in connection with any of such photographs, Hand is required to pay such fees, or enter into agreements with third parties as Hand and such third party may agree, without any cost or expense to the Town

4. Town authorizes Hand to produce the Town's logo, royalty free, but solely in connection with the publications which are the subject of this Agreement, and for no other purpose.

C. **Duties of Hand:** Hand shall provide:

1. On or before November 1, 2005 a timeline that details the elements of the Publication with key milestones.
2. A minimum 64-page Perfect Bound magazine of 30,000 copies each for the November 2005 issue, March 2006 issue, and the August 2006 issue of the Publication.
3. Proofs of the editorial outline, story ideas, cover design, photos, artwork, and layout and input for approval by the Town. No editorial material of any nature will appear in the Publications unless it has been reviewed and approved by the Town.
4. The Town shall have prior approval of all promotional material including advertising rates pertaining to the Publication.
5. Hand shall be responsible for the distribution of the Publication to the participating hotels and shall also verify placement of Publication in guest rooms. Hand shall also provide placement copies to hotels as needed. In addition, Hand shall also distribute the publication to the following sources:

Participating Hotel Sales Offices
Corporate Concierges (4 buildings in area)
Commercial Leasing Offices (12 locations of new construction in Addison)
Residential Real Estate Offices.
Advertisers

Hand shall provide to the Town a list of all sources to whom copies of the Publication are distributed.

Hand shall coordinate distribution of the Publication at the Dallas Market Center, provided, however that, the Town shall assume the costs associated with this distribution.

6. As the anchor advertiser, the Town will be given copies for distribution.
7. Advertising sales area will be limited to:

South of Frankfort East of
Marsh Lane North of
Harvest Hill West of
Hillcrest Road

Major retail concentrations such as the Galleria and Valley View Mall shall be included.

Restaurants outside the area shall not be included.

No advertising will be accepted from any person, business or organization unless it meets the geographic limitations set out above without express permission from the Town of Addison Deputy City Manager or City Manager. The Town shall receive a list of advertisers one (1) week following the posted space reservation deadline for each issue.

- 8. The Town and Hand agree that the ratio of advertising to editorial shall not exceed 40% ads to 60% editorial.**
- 9. The Town and Hand agree that the average ad rate for a run of space, full page/4 color insertion shall not exceed \$3,500.00 and for exclusive positions, a full page/4 color insertion shall not exceed \$4595.00.**

STATE OF TEXAS

Addison/North Dallas Advertising Agreement

COUNTY OF DALLAS

This Agreement is made as of October 25, 2005 by and between the Town of Addison, Texas (the "Town") and Rodney Hand & Associates Marketing Communications, LP ("Hand").

WHEREAS, the Town is a duly incorporated municipality pursuant to the laws of the State of Texas; and

WHEREAS, Hand is a sole proprietorship doing business in the State of Texas; and

WHEREAS, Hand is the owner of a publication known as the Addison/North Dallas Publication (the "Publication"), and the Town desires to advertise in the Publication for the purpose of promoting the Town and the surrounding area to visitors through distribution in hotel rooms in the Town and North Dallas; and

WHEREAS, the Town and Hand agree that the Publication shall be produced and distributed in accordance with the terms of this Agreement (including Exhibit A attached hereto and incorporated herein).

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

1. Incorporation of Premises. The above and foregoing premises are true and correct and are incorporated herein in their entirety.
2. Term. This Agreement shall be in effect from the date of execution hereof by the Town and shall terminate, except as otherwise provided for herein, upon completion of the third issue of the Publication, including its distribution.
3. Conduct of Publication. Hand shall be the owner/publisher of the Publication and the Town shall be considered an advertiser.
4. Obligations, Representations and Warranties; Indemnification.
 - A. Hand: Hand represents, warrants and covenants that:
 - (1) Hand shall acquire any and all licenses, agreements, permits, waivers, releases, registrations, approvals, authorizations, or any other permit or document required or necessary to produce the Publication.

- (2) In the production of the Publication, Hand shall comply with all applicable federal, state and local laws, rules and regulations.
- (3) During the term of this Agreement, neither Hand nor any of Hand's associates or employees shall participate, whether directly or indirectly, financially or otherwise, in the production of any other publication related to Addison or the North Dallas area.
- (4) Hand shall keep and hold all information provided to it by the Town in connection with this Agreement in confidence and shall not disclose such information to any third party. This paragraph shall survive the termination hereof.
- (5) Hand shall indemnify the Town, its agents, officers and employees against, and hold the Town, its agents, officers and employees harmless from, any and all claims, actions, causes of action, liability, lawsuits, judgments, damages, injuries costs or expenses, including reasonable attorney's fees, for injury to person or property or death of any person resulting from or based upon, in whole or in part, any act or omission of Hand, its agents, officers and employees performed in connection with or pursuant to this Agreement. The provisions of this paragraph shall survive the termination of this Agreement.
- (6) Hand, its officers, agents and employees do hereby waive any and all claims for damage, injury or loss to any person or property, including the death of any person, that may be caused, in whole or in part, by the act or failure to act of any officer, agent or employee of the Town. Hand, its officers agents and employees assume the risk of all conditions whether dangerous or otherwise, in and about the premises of the Town, and waive any and all specific notice of the existence of any defective or dangerous condition in or about the said premises. The provisions of this paragraph shall survive the termination of this Agreement.

B. Town: The Town represents, warrants, and covenants that:

- (1) The Town shall pay Hand a sum of \$35,000 for 18 pages of R.O.B. (Run of Book) advertising in the November 2005 issue of the Publication, \$35,000 for 18 pages of R.O.B. advertising in the March 2006 issue and \$35,000 for 18 pages of R.O.B. advertising in the August 2006 issue of the Publication. Such payment shall be made in accordance with the terms of this Agreement, including Exhibit A.

- (2) The Town shall pay Hand a sum of \$1,500 for distribution of each of the November 2005, March 2006 and August 2006 Publication respectively to the top 100 employers in that area which includes the Town and extends from the borders of the Town south to LBJ Freeway (IH 635), north to Frankfort Road, east to Hillcrest Road, and west to Marsh Lane. The top 100 employers shall be determined by the Town. Such sum shall be paid by the Town to Hand upon the Town receiving proof acceptable to the Town of the completion of the distribution.
 - (3) The Town shall pay Hand a sum of \$750.00 for distribution of each of the November 2005, March 2006 and August 2006 Publications in the lobbies of the principal 25 buildings located in that area which includes the Town and extends from the borders of the Town south to LBJ Freeway (IH 635), north to Frankfort Road, east to Hillcrest Road, and west to Marsh Lane. The principal 25 buildings shall be determined by the Town. Such sum shall be paid by the Town to Hand upon the Town receiving proof acceptable to the Town of the completion of the distribution.
5. Termination. This Agreement may be terminated at any time by either party hereto in the event that the other party is in breach of any term of this Agreement and such breach continues for more than three (3) days after receipt by the breaching party of written notice of the breach from the non-breaching party. In the event of such termination Hand shall be compensated for all services properly performed to the date of termination. In the event of such termination, should Hand have been paid by the Town for services not yet properly performed then Hand shall reimburse the Town all such payments. Acceptance or payment of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.
6. Delays. No delay by either of the parties hereto in performing their respective duties, or obligations hereunder shall be deemed a breach of this Agreement if such delay arises from causes beyond the reasonable control of party, including delays resulting from labor disputes, strikes, wars, riots, insurrection, civil commotion, government regulations, fire, flood, storm, or acts of God, provided that such affected party uses its best efforts to avoid non-performance and resumes full performance hereunder as soon as practical. Shortage of material or equipment or changes in price of materials or equipment shall not constitute valid grounds for delay.
 - b. It will constitute a breach of this Agreement, allowing for termination and/or recovery of damages which the non-breaching party sustains if:
 - (i) The Town fails to make any payment due hereunder within thirty (30) days following the receipt of an invoice therefor,

(and each such invoice shall include a summary statement of services rendered; and Hand shall supply such supporting documentation with each invoice regarding the services performed by Hand as may be requested by Town from its Staff employees), or

- (ii) Hand fails to deliver the November 2005 issue of the Publication, in the required quantities (see Exhibit A) on or before November 25, 2005, the March 2006 issue in the required quantities (see Exhibit A) on or before March 24 or the August 2006 issue in the required quantities (see Exhibit A) on or before August 25, 2006, provided, however, that the Town agrees to allow Hand a period not to exceed five (5) business days from the delivery date set out above to fully complete Hand's required distribution of the Publications. Failure by Hand to deliver on the dates set above shall result in a late fee of \$400.00 per day which the Town shall deduct from the final amount then payable.

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

To Addison:

Town of Addison
P. O. Box 9010
Addison, TX 75001
Attn: Lea Dunn
Deputy City Manager

To Hand:

Rodney Hand & Associate
Communications, LP
PO Box 7444
Dallas, TX 75209
Attn: Rodney Hand

- 8. Assignment. This Agreement shall not be assigned in whole or in part by Hand without the prior written consent of the Town. Because this is a services contract, the Town is not obligated to consent to any assignment of any portion of this Agreement. Any attempted assignment hereof by Hand shall be null, void and of no force or effect.
- 9. Independent Contractor. The relationship of Hand to the Town is that of an independent contractor. Neither the Town nor Hand shall be deemed to be the agent of the other and neither is authorized to take any action binding upon the other.
- 10. Texas Law to Apply. This Agreement and Exhibit "A" shall be governed by the laws of the State of Texas, and shall be performable and all compensation payable in Dallas County Texas. Venue under this Agreement lies in Dallas County, Texas.

11. Entire Agreement. This Agreement and the attached "Exhibit A" represents the entire and integrated agreement between the Town and Hand and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.
12. Severability. If any clause, paragraph, section or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect.
13. Authority to Execute. The undersigned officers and/or agents of the Town and Hand are properly authorized officials of the said parties and have the authority necessary to execute this Agreement on behalf of the respective party, and the parties hereby certify one to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

EXECUTED at Dallas County, Texas on the day and year first written above.

TOWN OF ADDISON, TEXAS

RODNEY HAND & ASSOCIATES
MARKETING
COMMUNICATIONS, LP

By: _____
Ron Whitehead, City Manager

By: _____
Rodney Hand, Principal

Attest: _____
City Secretary

Council Agenda Item #R3

SUMMARY:

This item is for the amendment of Chapter 34, "Drought Contingency Plan," of the Code of Ordinances of the City by amending Article V, Sections 34-171 through 34-179, to meet newly established guidelines and requirements of the Texas Commission on Environmental Quality.

FINANCIAL IMPACT:

Not applicable

BACKGROUND:

The Texas Commission on Environmental Quality (TCEQ) adopted revisions, effective October 7, 2004, to Title 30, Texas Administrative Code (TAC), Chapter 288-Water Conservation Plans, Drought Contingency Plans, Guidelines and Requirements. These revisions included the need for public water systems that provide service to 3,300 or more water connections to submit a revised Drought Contingency Plan to the TCEQ. The revised plan must encompass specific, quantified targets for water use reductions to be achieved during periods of water shortage and drought. Staff prepared a revised Drought Contingency Plan that is more comprehensive than the existing format and incorporated the new criteria of the TCEQ. Adoption of the new plan through an ordinance amendment and subsequent forwarding of the approved documents to the TCEQ is necessary to complete the process.

RECOMMENDATION:

Staff recommends that Council authorize the adoption of an amendment to Chapter 34, "Drought Contingency Plan," of the Code of Ordinances of the Town by amending Article V, Sections 34-171 through 34-179, to meet new guidelines and requirements of the Texas Commission on Environmental Quality.

ARTICLE V. DROUGHT CONTINGENCY PLAN

Sec. 34-171. Non-essential water uses.

Water uses regulated or prohibited under this article (hereinafter referred to as the "Drought Contingency Plan" or the "Plan") are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in section 34-179 of this plan.

(Ord. No. 099-030, § 1, 8-24-99; Ord. No. 001-021, § 2(Exh. A), 6-26-01)

Sec. 34-172. Public education and notification.

(a) The city, by and through its department of public works, shall periodically provide the public with information about the plan, including information about the conditions under which each stage of the plan is to be initiated or terminated and the drought response measures to be implemented in each stage.

(b) When drought contingency measures appear to be necessary, the public will be notified through available news media, and additional information on water conservation methods will be distributed. In the event that a trigger condition is reached, the public will be kept fully informed of the status of the drought condition through all available media.

(c) When a trigger condition has been reached and the City of Dallas Water Utilities Department informs the town that drought contingency measures may be necessary, the city manager or duly appointed representative will order the initiation of a public notification process. The public notification process will include, but is not limited to the following:

(1) A notice of drought condition will be posted at town hall, the post office, recreation center, major supermarkets, and shopping centers.

(2) The notice will be circulated to local newspapers and radio stations via public service announcement. Information regarding the contingency measures for the drought condition will be mailed to all water customers by means of utility bill inserts and posted on the town's web page.

(Ord. No. 099-030, § 2, 8-24-99; Ord. No. 001-021, § 2(Exh. A), 6-26-01)

Sec. 34-173. Coordination with regional water planning groups.

The service area of the city is located within Texas ~~Natural Resource Conservation~~ Commission ("~~TNRCC~~" on Environmental Quality ("TCEQ")) Region C and the Town of Addison, Texas has provided a copy of this plan to the ~~TNRCC~~TCEQ, City of Dallas, and State Planning Region.

(Ord. No. 099-030, § 3, 8-24-99; Ord. No. 001-021, § 2(Exh. A), 6-26-01)

Sec. 34-174. Authorization.

The city manager, or his/her designee, is hereby authorized and directed to implement the applicable provisions of the plan upon determination that such implementation is

necessary to protect public health, safety, and welfare. The city manager or his/her designee, shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this plan.

(Ord. No. 099-030, § 4, 8-24-99; Ord. No. 001-021, § 2(Exh. A), 6-26-01)

Sec. 34-175. Application.

The provisions of this plan shall apply to all persons, customers, and property using water provided by the city. The terms "person" and "customer" as used in the plan include individuals, corporations, partnerships, associations, and all other legal entities.

(Ord. No. 099-030, § 5, 8-24-99; Ord. No. 001-021, § 2(Exh. A), 6-26-01)

Sec. 34-176. Definitions.

For the purposes of this plan, the following definitions shall apply:

Aesthetic water use means water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial and institutional water use means water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels, and motels, restaurants, and office buildings.

Conservation means those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer means any person, company, or organization using water supplied by the city.

Domestic water use means water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Even number address means street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

Industrial water use means the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use means water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Non-essential water use means water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:

- (1) Irrigation of landscape areas, including parks, athletic fields, and golf courses, except as otherwise provided under this plan;
- (2) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- (3) Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (4) Use of water to wash down buildings or structures for purposes other than immediate fire protection;
- (5) Flushing gutters or permitting water to run or accumulate in any gutter or street;
- (6) Use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;

- (7) Use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
- (8) Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- (9) Use of water from hydrants for construction purposes or any other purposes other than fire fighting.

Odd numbered address means street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

(Ord. No. 099-030, § 6, 8-24-99; Ord. No. 001-021, § 2(Exh. A), 6-26-01)

Sec. 34-177. Triggering criteria for initiation and termination of drought response stages. The city purchases 100 percent of its potable water from the City of Dallas. Therefore, the emergency water management triggering measures will be the same as those of the City of Dallas. Also, triggering criteria may be initiated as a result of short term deficiencies and or emergencies specific to the Town of Addison.

Following are the triggering criteria for initiation and termination of drought response stages:

Stage 1: Water Awareness

Triggering criteria: Total raw water supply in connected lakes drops below 55 percent of total conservation storage, demand exceeds 90 percent of deliverable capacity for three consecutive days, or short term deficiencies in distribution system limit supply capability. Below are examples of the types of triggering criteria that might be used in a drought contingency plan. One or a combination of such criteria may be defined for each drought response stage:

Example 1: When, pursuant to requirements specified in the city wholesale water purchase contract with the City of Dallas, notification is received requesting initiation of Stage 1 of the drought contingency plan.

Example 2: Continually falling treated water reservoir levels which do not refill above 50 percent overnight (e.g., based on an evaluation of minimum treated water storage required to avoid system outage).

~~Actions available (applied to all customers as necessary).~~

Goal for Use Reduction and Action Available under Stage 1, Awareness.

Stage 1, Awareness, is intended to raise public awareness of potential drought problems. There is no goal for reduction of water use. The City Manager or the official designee may order the implementation of any of the actions listed below, as deemed necessary:

- The city manager or designee requests voluntary reductions in water use.
- Prohibit residential or commercial lawn watering and car washing between the hours of 9 a.m. and 8 p.m.
- Accelerate public information efforts to teach and encourage reduced water use.
- Staff will begin a review of the problems which initiated the Stage 1 actions.
- Intensify efforts on leak detection and repair.
- Notify major water users and work with them to achieve voluntary water use reduction.

- ~~Prohibit~~Reduce city government use of water for street washing, vehicle washing, operation of ornamental fountains and all other nonessential use.
- Request a reduction in landscape watering by city government.

Termination criteria: All initiated actions will remain in effect until the conditions which triggered Stage 1 have been alleviated. If Stage 1 is initiated because of excessive demands, all initiated actions will remain in effect through September 30 of the year in which they were triggered, or until the Director of Dallas Water Utilities determines that these measures are no longer required.

Stage 2: Water Watch

Triggering criteria: Total raw water supply in connected lakes drops below 50 percent of total conservation storage or demand exceeds 95 percent of deliverable capacity for two consecutive days. Stage 2 actions will not ordinarily be taken until Stage 1 actions have first been implemented.

~~Actions available (applied to all customers, as necessary):~~

Goals for Reduction and Actions Available under Stage 2, Water Watch

The goal for water use reduction under stage 2, Water Watch, is a ten percent reduction in the use that would have occurred in the absence of drought contingency measures. The City Manager or the official designee may order the implementation of any of the actions listed below, as deemed necessary:

- Continue public information efforts regarding water supply conditions and conservation efforts.
 - Begin mandatory water use restrictions as follows:
 - Prohibit hosing off of paved areas, buildings or windows; operation of ~~ornamental fountains~~; swimming pool draining followed by refilling, washing or rinsing vehicles by hose; using water in such a manner as to allow runoff or other water wastes.
- Exceptions:* Vehicles may be washed or rinsed with a hose at commercial car washes; vehicles may be washed at any location with a bucket or other container.
- Limit landscape watering at each service address to once every five days based on the last digit of the address per the schedule below.

TABLE INSET:

Last Digit of Address	Allowed Water Dates
0 and 5	5th, 10th, 15th, 20th, 25th, 30th
1 and 6	1st, 6th, 11th, 16th, 21st, 26th
2 and 7	2nd, 7th, 12th, 17th, 22nd, 27th
3 and 8	3rd, 8th, 13th, 18th, 23rd, 28th

No watering will be allowed on the 31st. Apartments, office building complexes or other property containing multiple addresses will be identified by the lowest address number. Where there are no numbers, a number will be assigned by the director. These restrictions also apply to government facilities.

Exceptions: Foundations, azaleas, and new plantings (first year) of trees and shrubs may be watered with a hand-held or soaker hose on any day for up to two hours; nurseries may water plant stock only without restrictions; public gardens may water without restriction.

Enforcement: Violations of restrictions will result in a warning, and then a citation may be issued with a fine not to exceed \$2,000.00 per incident.

Termination criteria: All initiated actions will remain in effect until the conditions which triggered Stage 2 have been alleviated. If Stage 2 is initiated because of excessive demands, all initiated actions will remain in effect through September 30 of the year in which they were triggered, or until the Director of Dallas Water Utilities determines that conditions exist which will allow removal of Stage 2 actions.

Stage 3: Water Warning

Triggering criteria: Total raw water supply in connected lakes drops below 35 percent of total conservation storage or demand exceeds 95 percent of deliverable capacity for five consecutive days. Stage 3 actions will not ordinarily be taken until Stage 2 actions have first been implemented.

~~*Actions available (applied to all customers, as necessary):*~~

Goals for Reduction and Actions Available under Stage 3, Water Warning

The goal for water use reduction under stage 3, Water Warning, is a twenty percent reduction in the use that would have occurred in the absence of drought contingency measures. The City Manager or the official designee may order the implementation of any of the actions listed below, as deemed necessary:

- Implement and recommended engineering alternatives.
- Continue implementation of all restrictions from previous stages.
- ~~Prohibit residential or commercial lawn watering and car washing between the hours of 9 a.m. and 9 p.m.~~
- Foundations, shrubs, and trees may be watered with soaker or hand-held hose on the same five-day rotational basis and landscapes for up to two hours.
- Public gardens may water only between the hours of 9 p.m. and 9 a.m.
- Nurseries may water plant stock only between the hours of 9 p.m. and 9 a.m.
- Prohibit operations of ornamental fountains.

Enforcement: Violations of restrictions will result in a warning, and then a citation may be issued with a fine not to exceed \$2,000.00 per incident.

Termination criteria: All initiated actions will remain in effect until the conditions which triggered Stage 3 have been alleviated. If Stage 3 is initiated because of excessive demands, all initiated actions will remain in effect through September 30 of the year in which they were triggered, or until the Director of Dallas Water Utilities determines that conditions exist which will allow removal of Stage 3 actions.

Stage 4: Water Emergency

Triggering criteria: Total raw water supply in connected lakes drops below 20 percent of total conservation storage or demand exceeds 100 percent of deliverable capacity for two consecutive days. Stage 4 actions will not ordinarily be taken until Stage 3 actions have first been implemented.

~~*Actions available (applied to all customers, as necessary):*~~

Goals for Reduction and Actions Available under Stage 4, Water Emergency

The goal for water use reduction under stage 4, Water Emergency, is a twenty-five percent reduction in the use that would have occurred in the absence of drought contingency measures. If circumstances warrant or if required by Dallas Water Utilities (“DWU”), City Manager or the official designee can set a goal for a greater water use reduction.

The City Manager or the official designee must implement any action(s) required by DWU. In addition, the City Manager or the official designee may order the implementation of any of the actions listed below, as deemed necessary. Measures described as “requires notification to TCEQ” impose mandatory requirements on customers. The supplier must notify TCEQ within five business days if these measures are implemented:

- Continue implementation of all restrictions from previous stages.
- Prohibit all commercial and residential landscape watering ~~including golf courses~~ with the following exceptions:
 - Nurseries' plant stock may be watered between the hours of 9 p.m. and 9 a.m. once every five days based on the last digit of their address per the schedule in Stage 2.
 - Public gardens may water between the hours of 9 p.m. and 9 a.m. once every five days based on the last digit of their address per the schedule in Stage 2.
 - Foundations may be watered for a two hour period between the hours of 9 p.m. and 9 a.m. with a soaker or hand-held hose on the five-day rotational basis prescribed for landscape watering in Stage 2.
 - Any and all washing of vehicles is prohibited.
 - All commercial water users may be required to reduce water consumption by a percentage determined by the director.

Enforcement: Violations of restrictions will result in a warning, and then a citation may be issued with a fine not to exceed \$2,000.00 per incident.

Termination criteria: All initiated actions will remain in effect until the conditions which triggered Stage 4 have been alleviated. If Stage 4 is initiated because of excessive

demands, all initiated actions will remain in effect through September 30 of the year in which they were triggered, or until the Director of Dallas Water Utilities determines that conditions exist which will allow removal of Stage 4 actions.

Stage 5: Emergency Water Shortage

(a) System outage due to major water system components.

Triggering criteria: A system outage to one of the town's two water pump stations, which are located at each end of town. In the event of such outage, the second pump station will be used. In addition, the Town of Addison has four City of Dallas emergency stand-by meters connected to the town's distribution system that can be used to supplement the town's supply after notification to the City of Dallas.

Actions available (applied to all customers):

Goals for Reduction and Actions Available under Stage 5, Emergency Water Shortage

The goal for water use reduction under stage 5, Emergency Water Shortage, is a reduction to prevent public health emergencies that would have occurred in the absence of drought contingency measures. If circumstances warrant or if required by Dallas Water Utilities ("DWU"), City Manager or the official designee can set a goal for a greater water use reduction.

The City Manager or the official designee must implement any action(s) required by DWU. In addition, the City Manager or the official designee may order the implementation of any of the actions listed below, as deemed necessary. Measures described as "requires notification to TCEQ" impose mandatory requirements on member cities and customers. The supplier must notify TCEQ within five business days if these measures are implemented:

- Initiate or continue implementation of all restrictions from previous stages as directed by the city manager or his designee.
- Prohibit all commercial and residential landscape watering. All commercial water users will be required to reduce water consumption by a percentage determined by the city manager or his designee.

(b) Supply source contamination special precautions.

Triggering criteria: Water system contamination caused by low distribution pressures (below 20 psi), repeated unacceptable microbiological samples, or failure to maintain adequate chlorine residuals. In the event of such contamination, the affected area shall be isolated from the distribution system immediately and special precautions shall be taken in accordance with Subsection (q), "Special Precautions," of Section 290.46, "Minimum Acceptable Operating Practices for Public Drinking Water Systems," of Subchapter D, "Rules and Regulations for Public Water Systems," of Chapter 290, "Public Drinking Water," of Part 1, "Texas ~~Natural Resource Conservation~~ Commission on Environmental Quality," of Title 30, "Environmental Quality," of the Texas Administrative Code, in its current form and as it may hereafter be amended.

Water customers in the affected area shall be notified immediately with a "Boil Water Notice" and a letter explaining the situation and containing recommendations to the water

customer regarding the use of bottled water. The "Flow chart" contained in Appendix H of Section 290.47, "Appendices," of Subchapter D, "Rules and Regulations for Public Water Systems," of Chapter 290, "Public Drinking Water, of Part 1, "Texas ~~Natural Resource Conservation~~ Commission on Environmental Quality," of Title 30, "Environmental Quality," of the Texas Administrative Code, in its current form and as it may hereafter be amended, shall be used to evaluate the response measures necessary to correct the condition.

Actions available (applied to all affected customers).

- Hand deliver boil water notice to all water customers affected.
- Prohibit all water usage for human consumption for 24 to 36 hours, as determined by the city manager or his designee.

Enforcement: Violations of restrictions will result in a warning, and then a citation may be issued with a fine not to exceed \$2,000.00 per incident.

Termination criteria: All initiated actions will remain in effect until the conditions which triggered Stage 5 have been alleviated. If Stage 5 is initiated because of water supply contamination, all initiated actions will remain in effect until the city manager or his designee determines that conditions exist which will allow removal of Stage 5 actions. (Ord. No. 099-030, § 7, 8-24-99; Ord. No. 001-021, § 2(Exh. A), 6-26-01)

Sec. 34-178. Variances.

(a) *Temporary variances.* The city manager (designated official), or his/her designee, may, in writing, grant temporary variance for existing water uses otherwise prohibited under this plan if it is determined that failure to grant such a variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

- (1) Compliance with this plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the plan is in effect.
- (2) Alternative methods can be implemented which will achieve the same level of reduction in water use.

(b) *Exemptions.* Persons requesting an exemption from the provisions of this article shall file a petition for a variance with the city within 5 days after the plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the city manager, or his/her designee, and shall include the following:

- (1) Name and address of the petitioner(s).
- (2) Purpose of water use.
- (3) Specific provision(s) of the plan from which the petitioner is requesting relief.
- (4) Detailed statement as to how the specific provision of the plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this article.
- (5) Description of the relief requested.
- (6) Period of time for which the variance is sought.
- (7) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this plan and the compliance date.
- (8) Other pertinent information as may be required by the city manager or his designee.

(c) *Special conditions.* Variances granted by the city manager or his designee shall be subject to the following conditions, unless waived or modified by the city manager (designated official) or his/her designee:

- Variances granted shall include a timetable for compliance.
- Variances granted shall expire when the plan is no longer in effect, unless the petitioner has failed to meet specified requirements.

No variance shall be retroactive or otherwise justify any violation of the plan occurring prior to the issuance of the variance.

(Ord. No. 099-030, § 8, 8-24-9; Ord. No. 001-021, § 2(Exh. A), 6-26-01)

Sec. 34-179. Penalty.

It shall be unlawful for any person to violate any provision of this article, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount not more than \$2,000.00, and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

(Ord. No. 099-030, § 11, 8-24-99; Ord. No. 001-021, § 2(Exh. A), 6-26-01)

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS
AMENDING THE CODE OF ORDINANCES OF THE
TOWN BY AMENDING CHAPTER

WHEREAS, the Town of Addison, Texas (the "City") desires to amend the City's drought contingency plan, contained in Article V of the Chapter 34 of the City's Code of Ordinances in order to comply with new rules adopted by the Texas Commission on Environmental Quality.

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

Section 1. Amendment. Chapter 34 (Environment), Article V (Drought Contingency Plan) of the Code of Ordinances (the "Code") of the Town of Addison, Texas (the "City") is amended by amending Section 34-173 and Section 34-177 thereof as set forth in Exhibit A attached hereto and incorporated herein for all purposes, and all other chapters, articles, sections, subsections, paragraphs, sentences, phrases and words of the Code are not amended but are hereby ratified and affirmed.

Section 2. Savings. This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those Ordinances are in direct conflict with the provisions of this Ordinance.

Section 3. Severability. The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, and the City Council hereby declares that it would have passed such remaining portion of this Ordinance despite such invalidity, which remaining portion shall remain in full force and effect.

Section 4. Effective Date. This Ordinance shall become effective from and after its date of passage and publication as provided by law.

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

Joe Chow, Mayor

ATTEST:

By: _____
Carmen Moran, City Secretary

APPROVED AS TO FORM:

By: _____
Ken Dippel, City Attorney

EXHIBIT A

Amendments to Chapter 34, Article V, Code of Ordinances

Section 34-173 of the Code of Ordinances is amended to read as follows:

Section 34-173. Coordination with regional water planning groups.

The service area of the city is located within Texas Commission on Environmental Quality~~Natural Resource Conservation Commission~~ ("TCEQ"~~TNRCC~~) Region C and the Town of Addison, Texas has provided a copy of this plan to the TCEQ~~TNRCC~~, City of Dallas, and State Planning Region.

Section 34-177 of the Code of Ordinances is amended to read as follows:

Section 34-177. Triggering criteria for initiation and termination of drought response stages.

The city purchases 100 percent of its potable water from the City of Dallas. Therefore, the emergency water management triggering measures will be the same as those of the City of Dallas. Also, triggering criteria may be initiated as a result of short term deficiencies and or emergencies specific to the Town of Addison.

Following are the triggering criteria for initiation and termination of drought response stages:

Stage 1: Water Awareness

Triggering criteria: Total raw water supply in connected lakes drops below 55 percent of total conservation storage, demand exceeds 90 percent of deliverable capacity for three consecutive days, or short term deficiencies in distribution system limit supply capability.

Below are examples of the types of triggering criteria that might be used in a drought contingency plan. One or a combination of such criteria may be defined for each drought response stage:

Example 1: When, pursuant to requirements specified in the city wholesale water purchase contract with the City of Dallas, notification is received requesting initiation of Stage 1 of the drought contingency plan.

Example 2: Continually falling treated water reservoir levels which do not refill above 50 percent overnight (e.g., based on an evaluation of minimum treated water storage required to avoid system outage).

Goal for Use Reduction and Action Available under Stage 1, Awareness.~~Actions available (applied to all customers as necessary).~~

Stage 1, Awareness, is intended to raise public awareness of potential drought problems. There is no goal for reduction of water use. The City Manager or the official designee may order the implementation of any of the actions listed below, as deemed necessary:

- The city manager or designee requests voluntary reductions in water use.
- Prohibit residential or commercial lawn watering and car washing between the hours of 9 a.m. and 8 p.m.
- Accelerate public information efforts to teach and encourage reduced water use.
- Staff will begin a review of the problems which initiated the Stage 1 actions.
- Intensify efforts on leak detection and repair.
- Notify major water users and work with them to achieve voluntary water use reduction.
- Reduce~~Prohibit~~ city government use of water for street washing, vehicle washing, operation of ornamental fountains and all other nonessential use.
- Request a reduction in landscape watering by city government

Termination criteria: All initiated actions will remain in effect until the conditions which triggered Stage 1 have been alleviated. If Stage 1 is initiated because of excessive demands, all initiated actions will remain in effect through September 30 of the year in which they were triggered, or until the Director of Dallas Water Utilities determines that these measures are no longer required.

Stage 2: Water Watch

Triggering criteria: Total raw water supply in connected lakes drops below 50 percent of total conservation storage or demand exceeds 95 percent of deliverable capacity for two consecutive days. Stage 2 actions will not ordinarily be taken until Stage 1 actions have first been implemented.

Goals for Reduction and Actions Available under Stage 2, Water Watch.~~Actions available (applied to all customers, as necessary).~~

The goal for water use reduction under stage 2, Water Watch, is a ten percent reduction in the use that would have occurred in the absence of drought contingency measures. The City Manager or the official designee may order the implementation of any of the actions listed below, as deemed necessary:

- Continue public information efforts regarding water supply conditions and conservation efforts.
- Begin mandatory water use restrictions as follows:
 - Prohibit hosing off of paved areas, buildings or windows; operation of ~~ornamental fountains~~, swimming pool draining followed by refilling, washing or rinsing vehicles by hose; using water in such a manner as to allow runoff or other water wastes.

Exceptions: Vehicles may be washed or rinsed with a hose at commercial car washes; vehicles may be washed at any location with a bucket or other container.

- Limit landscape watering at each service address to once every five days based on the last digit of the address per the schedule below.

TABLE INSET:

Last Digit of Address	Allowed Water Dates
0 and 5	5th, 10th, 15th, 20th, 25th, 30th
1 and 6	1st, 6th, 11th, 16th, 21st, 26th
2 and 7	2nd, 7th, 12th, 17th, 22nd, 27th
3 and 8	3rd, 8th, 13th, 18th, 23rd, 28th
4 and 9	4th, 9th, 14th, 19th, 24th, 29th

No watering will be allowed on the 31st. Apartments, office building complexes or other property containing multiple addresses will be identified by the lowest address number.

Where there are no numbers, a number will be assigned by the director. These restrictions also apply to government facilities.

Exceptions: Foundations, azaleas, and new plantings (first year) of trees and shrubs may be watered with a hand-held or soaker hose on any day for up to two hours; nurseries may water plant stock only without restrictions; public gardens may water without restriction.

Enforcement: Violations of restrictions will result in a warning, and then a citation may be issued with a fine not to exceed \$2,000.00 per incident.

Termination criteria: All initiated actions will remain in effect until the conditions which triggered Stage 2 have been alleviated. If Stage 2 is initiated because of excessive demands, all initiated actions will remain in effect through September 30 of the year in which they were triggered, or until the Director of Dallas Water Utilities determines that conditions exist which will allow removal of Stage 2 actions.

Stage 3: Water Warning

Triggering criteria: Total raw water supply in connected lakes drops below 35 percent of total conservation storage or demand exceeds 95 percent of deliverable capacity for five consecutive days. Stage 3 actions will not ordinarily be taken until Stage 2 actions have first been implemented.

Goals for Reduction and Actions Available under Stage 3, Water Warning
Actions available (applied to all customers, as necessary):

The goal for water use reduction under stage 3, Water Warning, is a twenty percent reduction in the use that would have occurred in the absence of drought contingency measures. The City Manager or the official designee may order the implementation of any of the actions listed below, as deemed necessary:

- Implement ~~and recommend~~ recommended engineering alternatives.
- Continue implementation of all restrictions from previous stages.
- ~~• Prohibit residential or commercial lawn watering and car washing between the hours of 9 a.m. and 9 p.m.~~
- Foundations, shrubs, and trees may be watered with soaker or hand-held hose on the same five-day rotational basis and landscapes for up to two hours.
- Public gardens may water only between the hours of 9 p.m. and 9 a.m.

- Nurseries may water plant stock only between the hours of 9 p.m. and 9 a.m.
- Prohibit operations of ornamental fountains.

Enforcement: Violations of restrictions will result in a warning, and then a citation may be issued with a fine not to exceed \$2,000.00 per incident.

Termination criteria: All initiated actions will remain in effect until the conditions which triggered Stage 3 have been alleviated. If Stage 3 is initiated because of excessive demands, all initiated actions will remain in effect through September 30 of the year in which they were triggered, or until the Director of Dallas Water Utilities determines that conditions exist which will allow removal of Stage 3 actions.

Stage 4: Water Emergency

Triggering criteria: Total raw water supply in connected lakes drops below 20 percent of total conservation storage or demand exceeds 100 percent of deliverable capacity for two consecutive days. Stage 4 actions will not ordinarily be taken until Stage 3 actions have first been implemented.

Goals for Reduction and Actions Available under Stage 4, Water Emergency~~Actions available (applied to all customers, as necessary).~~

The goal for water use reduction under stage 4, Water Emergency, is a twenty-five percent reduction in the use that would have occurred in the absence of drought contingency measures. If circumstances warrant or if required by Dallas Water Utilities (“DWU”), City Manager or the official designee can set a goal for a greater water use reduction.

The City Manager or the official designee must implement any action(s) required by DWU. In addition, the City Manager or the official designee may order the implementation of any of the actions listed below, as deemed necessary. Measures described as “requires notification to TCEQ” impose mandatory requirements on customers. The supplier must notify TCEQ within five business days if these measures are implemented:

- Continue implementation of all restrictions from previous stages.
- Prohibit all commercial and residential landscape watering ~~including golf courses~~ with the following exceptions:
 - Nurseries' plant stock may be watered between the hours of 9 p.m. and 9 a.m. once every five days based on the last digit of their address per the schedule in Stage 2.

- Public gardens may water between the hours of 9 p.m. and 9 a.m. once every five days based on the last digit of their address per the schedule in Stage 2.
- Foundations may be watered for a two hour period between the hours of 9 p.m. and 9 a.m. with a soaker or hand-held hose on the five-day rotational basis prescribed for landscape watering in Stage 2.
- Any and all washing of vehicles is prohibited.
- All commercial water users may be required to reduce water consumption by a percentage determined by the director.

Enforcement: Violations of restrictions will result in a warning, and then a citation may be issued with a fine not to exceed \$2,000.00 per incident.

Termination criteria: All initiated actions will remain in effect until the conditions which triggered Stage 4 have been alleviated. If Stage 4 is initiated because of excessive demands, all initiated actions will remain in effect through September 30 of the year in which they were triggered, or until the Director of Dallas Water Utilities determines that conditions exist which will allow removal of Stage 4 actions.

Stage 5: Emergency Water Shortage

- (a) System outage due to major water system components.

Triggering criteria: A system outage to one of the town's two water pump stations, which are located at each end of town. In the event of such outage, the second pump station will be used. In addition, the Town of Addison has four City of Dallas emergency stand-by meters connected to the town's distribution system that can be used to supplement the town's supply after notification to the City of Dallas.

Goals for Reduction and Actions Available under Stage 5, Emergency Water Shortage~~Actions available (applied to all customers).~~

The goal for water use reduction under stage 5, Emergency Water Shortage, is a reduction to prevent public health emergencies that would have occurred in the absence of drought contingency measures. If circumstances warrant or if required by Dallas Water Utilities ("DWU"), City Manager or the official designee can set a goal for a greater water use reduction.

The City Manager or the official designee must implement any action(s) required by DWU. In addition, the City Manager or the official designee

may order the implementation of any of the actions listed below, as deemed necessary. Measures described as “requires notification to TCEQ” impose mandatory requirements on member cities and customers. The supplier must notify TCEQ within five business days if these measures are implemented:

- Initiate or continue implementation of all restrictions from previous stages as directed by the city manager or his designee.
- Prohibit all commercial and residential landscape watering. All commercial water users will be required to reduce water consumption by a percentage determined by the city manager or his designee.

(b) Supply source contamination special precautions.

Triggering criteria: Water system contamination caused by low distribution pressures (below 20 psi), repeated unacceptable microbiological samples, or failure to maintain adequate chlorine residuals. In the event of such contamination, the affected area shall be isolated from the distribution system immediately and special precautions shall be taken in accordance with Subsection (q), "Special Precautions," of Section 290.46, "Minimum Acceptable Operating Practices for Public Drinking Water Systems," of Subchapter D, "Rules and Regulations for Public Water Systems," of Chapter 290, "Public Drinking Water," of Part 1, "Texas ~~Commission on Environmental Quality~~Natural Resource Conservation Commission," of Title 30, "Environmental Quality," of the Texas Administrative Code, in its current form and as it may hereafter be amended.

Water customers in the affected area shall be notified immediately with a "Boil Water Notice" and a letter explaining the situation and containing recommendations to the water customer regarding the use of bottled water. The "Flow chart" contained in Appendix H of Section 290.47, "Appendices," of Subchapter D, "Rules and Regulations for Public Water Systems," of Chapter 290, "Public Drinking Water, of Part 1, "Texas ~~Commission on Environmental Quality~~Natural Resource Conservation Commission," of Title 30, "Environmental Quality," of the Texas Administrative Code, in its current form and as it may hereafter be amended, shall be used to evaluate the response measures necessary to correct the condition.

Actions available (applied to all affected customers).

- Hand deliver boil water notice to all water customers affected.
- Prohibit all water usage for human consumption for 24 to 36 hours, as determined by the city manager or his designee.

Enforcement: Violations of restrictions will result in a warning, and then a citation may be issued with a fine not to exceed \$2,000.00 per incident.

Termination criteria: All initiated actions will remain in effect until the conditions which triggered Stage 5 have been alleviated. If Stage 5 is initiated because of water supply contamination, all initiated actions will remain in effect until the city manager or his designee determines that conditions exist which will allow removal of Stage 5 actions.

Council Agenda Item: #R4**SUMMARY:**

Staff requests approval of an ordinance amending Solid Waste, Chapter 66, Ordinance II, Section 53 of the Code of Ordinances regarding the requirement for a solid waste collection permit.

FINANCIAL IMPACT:

Staff anticipates the financial impact of the adoption of this ordinance to produce revenues of \$80,000 for the 2005-2006 fiscal year.

BACKGROUND:

This ordinance was modeled in part after the City of Farmers Branch's solid waste collection permit ordinance. In FY 2004, Farmers Branch received \$140,719 in revenue from the solid waste collection fee. Other area cities currently utilizing a solid waste collection fee include Carrollton, Irving, Plano, and Allen. Among other things, the rationale for charging a fee for commercial solid waste collection is to help recover some of the costs associated with wear and tear on public streets and thoroughfares that results from such activity, and costs associated with the monitoring of the services provided by commercial waste haulers for compliance with applicable laws, ordinances, rules and regulations, including those related to the protection of the public health.

The fee has been considered in the development of FY 2005-06 Budget and anticipated revenue from the fee of \$80,000 has been included in the Council's final adopted budget. The Town's Financial and Strategic Services department will administer the fee. Solid waste collection providers utilizing public streets and thoroughfares within the Town will be required to obtain an annual permit with a fee of \$50.00. In addition, collection providers will be required to submit a quarterly report and a quarterly fee equal to 5% of gross receipts on all revenues and income derived from collection activity within the Town limits.

The Financial and Strategic Services department will review each permit holder's quarterly report to ensure the fee submitted is correct. The ordinance will allow the department to inspect the books and records of the permit holder for accordance with the ordinance. Subject to and in accordance with the provisions of the Texas Public Information Act, Chapter 552, Texas Government Code, all income statements and revenue information provided by permit holders in relation to the permit will remain confidential. Collection providers will be notified by letter of the new solid waste collection permit and fee requirements.

RECOMMENDATION:

Staff recommends approval of the attached ordinance.

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING CHAPTER 66 (SOLID WASTE) OF THE CODE OF ORDINANCES OF THE CITY BY ADDING A NEW DIVISION 3 TO ARTICLE II. THEREOF AND REQUIRING A PERMIT TO USE THE PUBLIC STREETS, HIGHWAYS, OR THOROUGHFARES OF THE CITY FOR THE PURPOSE OF ENGAGING IN THE BUSINESS OF COLLECTING AND TRANSPORTING COMMERCIAL SOLID WASTE FROM COMMERCIAL AND INDUSTRIAL PREMISES WITHIN THE CITY; PROVIDING DEFINITIONS; PROVIDING FOR A PERMIT FEE AND PROVISIONS REGARDING THE LATE PAYMENT THEREOF; PROVIDING FOR THE REVOCATION OF A PERMIT; PROVIDING FOR THE REGULATION OF THE OPERATION OF A COMMERCIAL WASTE HAULER; PROVIDING FOR OTHER MATTERS IN CONNECTION WITH THE COLLECTION AND TRANSPORTATION OF COMMERCIAL SOLID WASTE; PROVIDING FOR A PENALTY FOR A VIOLATION HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas ("City") is a home rule municipality pursuant to Article 11, Section 5 of the Texas Constitution, State law, and its Home Rule Charter; and

WHEREAS, the City has exclusive control over and under the highways, streets, and alleys of the City, as set forth in Section 311.001, Tex. Transp. Code and in Section 2.08.s. of the City Charter, and is authorized and empowered to regulate the streets, alleys and public places of the City pursuant to Section 1.05 of the City Charter; and

WHEREAS, the City is authorized and empowered to license, fix the charges or fares made by, or otherwise regulate any person who owns, operates, or controls any type of vehicle used on the public streets or alleys of the City for carrying or transporting freight for compensation, as set forth in Section 215.073, Tex. Loc. Gov. Code and in Section 2.08.m. of the City Charter; and

WHEREAS, the City is authorized to adopt rules to protect the health of persons in the City pursuant to Section 122.006, Tex. Loc. Gov. Code and to enforce ordinances necessary to protect health of the inhabitants of the City pursuant to Section 54.004 of the Local Government Code; and

WHEREAS, the City is authorized by Section 215.075, Tex. Loc. Gov. Code to license any lawful business that is subject to the police power of the City; and

WHEREAS, the City is authorized pursuant to Sections 362.014, 363.003(12), 363.116 and 364.031, Tex. Health & Safety Code, to contract with any person for the collection or transportation of solid waste; and

WHEREAS, the City is authorized to require a permit for the use of public streets, highways, and thoroughfares in the City for the purpose of engaging in the business of collecting garbage, solid waste, trash, and recyclable materials from commercial and industrial premises within the City, and

WHEREAS, as environmental concerns increase, the City desires to monitor and regulate businesses engaged in the collection and transportation of garbage, solid wastes, trash, and recyclable materials as set forth herein, and to recover some of the costs incurred in connection therewith and with other matters related to such collection and transportation; and

WHEREAS, the City Council desires to establish minimum standards regarding the collection and transportation of garbage, solid waste, trash, and recyclable materials from commercial and industrial premises within the City, and to institute a permit requirement for the use of public streets, highways, and thoroughfares in the City for the purpose of engaging in the business of collecting garbage, solid waste, trash, and recyclable materials from commercial and industrial premises within the City; and

WHEREAS, the adoption of this Ordinance is in the best interests of the citizens of the City and serves to protect the health, safety, and welfare of its citizens.

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

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

Section 2. Amendment. Chapter 66 (Solid Waste) of the Code of Ordinances of the Town of Addison, Texas is hereby amended in the following particulars, and all other chapters, articles, section, subsections, paragraphs and words are not amended but are ratified and confirmed.

A. A new Division 3 shall be and is hereby added to Article II. of the said Chapter 66 to read as follows:

DIVISION 3. COMMERCIAL SOLID WASTE COLLECTION

Section 66-61. Purposes.

The purposes of this Division are as follows:

- (1) To establish minimum standards for commercial solid waste, garbage, trash, and recyclable materials collection and transportation activities, in order to ensure orderly operations and to minimize adverse impacts on the public; and
- (2) To provide for the recovery of costs incurred by the Town in connection with the monitoring and regulation of commercial solid waste, garbage, trash, and recyclable materials collection and transportation activities, and other costs related thereto.

Section 66-62. Definitions.

In this Division:

- (1) *Commercial container* means any container used for the collection or transportation of commercial solid waste, including, without limitation, a dumpster, bin, roll-off, or canister.
- (2) *Commercial solid waste* means all solid waste, including, without limitation, garbage, trash, rubbish, bulky waste, construction debris, and recyclable materials, that is produced by or collected from a commercial user.
- (3) *Commercial hauler* or *hauler* means any person who collects, hauls, or transports commercial solid waste for a fee or other compensation by use of any means, including, without limitation, a dumpster, roll-off truck, a side-load or rear-load garbage truck, or a trailer.
- (4) *Commercial user* means an owner or occupant of any property in the city that is not served by the Town's residential solid waste contractor.
- (5) *Director* means the director of the Town's Financial and Strategic Services department or a designee of the director.
- (6) *Permit* means a permit issued to a commercial hauler under this Division.
- (7) *Permit holder* means a commercial hauler that holds a permit under this Division.

Section 66-63. Scope.

- (1) The provisions of this Division apply to all commercial haulers that collect, haul, or transport commercial solid waste from any location within the Town.
- (2) This Division does not apply to collection and transportation by a commercial user of only that user's commercial solid waste.

Section 66-64. Permit for Commercial Collection Required.

No person, firm, corporation, or other entity, excluding the Town, may use the public streets, alleys, or thoroughfares within the corporate limits of the Town for the purpose of engaging in the business of collecting or transporting commercial solid waste without first having obtained a solid waste collection permit from the Town.

Section 66-65. Application for Permit; Permit Processing; Expiration.

(1) To obtain a solid waste collection permit, a person must submit an application on a form provided by the Director. The applicant must be the person who will own, control, or operate the proposed collection or transportation service.

(2) The permit application shall include the following information:

- (a) Applicant's name, address, and verified signature;
- (b) The form of business of the applicant, and, if the business is a corporation or association or other form of business entity, evidence of the authority of the person signing the application to represent the business;
- (c) The trade name under which the applicant does or proposes to do business;
- (d) The applicant's mailing address and office telephone number, and the applicant's facsimile number and e-mail address, if any;
- (e) The physical address of the applicant's business, and address of the location where the applicant's vehicles and equipment will be parked or stored when not in use;
- (f) The number of vehicles the applicant will operate, and the type and carrying capacity of each vehicle;
- (g) The type of commercial solid waste the applicant intends to collect and transport;
- (h) The location at which the applicant intends to dispose of the commercial solid waste collected by the applicant, and the name, address, and telephone number of the operator of each such location;
- (i) A certificate of insurance showing current commercial general liability and motor vehicle liability insurance coverage for the applicant; and
- (j) A statement that the applicant understands and agrees to abide by the provisions of this Division;

(3) Application for the permit shall be accompanied by a \$50.00 non-refundable processing fee.

(4) The director will review each permit application. If the director determines that the application is complete, the director shall issue a permit to the applicant. If the director determines that an application is incomplete, the director will inform the applicant in writing, and request that the applicant furnish additional information or materials to complete the application within 30 days. If

the applicant does not furnish the additional information and materials within the 30 day period, the director will return the application materials to the applicant.

(5) The collection permit expires October 1 of each year, and may be renewed by making application as provided in this section.

Section 66-66. Fees.

(1) The annual fee for the commercial solid waste collection permit is an amount equal to five percent (5%) of the gross receipts on all revenues and income collected by or for the permit holder from any source derived from the operation of the collection of commercial solid waste within the corporate limits of the Town.

(2) The permit holder shall remit the annual fee on a quarterly calendar basis to the Town's Finance Department, on or before the 30th day of January, April, July, and October, based upon the revenues collected during the immediately previous calendar quarter.

(3) The quarterly payment shall be accompanied by an income statement certified by the permit holder acknowledging compliance with this section.

(4) Income statements and revenue information submitted by permit holders in connection with a quarterly payment under this Division are confidential to the extent permitted by and subject to the terms and provisions of the Texas Public Information Act, Chapter 552, Tex. Gov. Code, as amended or superseded.

(5) Fee payments received after the due date shall be subject to interest at the rate of ten percent (10%) per annum until the fees are paid in full. In addition, delinquent fees shall be subject to a late payment penalty of five percent (5%) for each month or portion thereof that the fees are outstanding. In no event, however, shall the penalties exceed twenty-five percent (25%) of the total delinquent fees nor shall interest charged or penalty assessed exceed the maximum rate allowed by law.

Section 66-67. Requirement to Furnish Information.

The books and records of the permit holder shall be open at reasonable times for inspection by the Director of Finance or the Director's designee in accordance with the terms of this Division.

Section 66-68. Regulation of Operations.

(1) It is unlawful for a commercial hauler to place or maintain a commercial container on any city or state street, alley, road, or highway right-of-way within the city. A commercial hauler must ensure that all commercial containers serviced by it are properly placed and maintained on the customer's property.

(2) A permit holder must ensure that access to each commercial container serviced by it is provided across a driveway. It is unlawful for a permit holder to cross over the curb of a city or state street, alley, road, or highway except at an authorized driveway.

(3) A commercial hauler must ensure that each commercial container provided or serviced by it is equipped in a manner that prevents blowing or scattering of commercial solid waste materials, is in good repair and appearance and in a sanitary condition, is clearly marked with the hauler's name and telephone number, and is emptied not less than one time per week.

(4) A commercial hauler must ensure that the size of the commercial container provided to a commercial user and the frequency of servicing for the container are adequate for the volume of commercial solid waste being deposited by the user. If commercial solid waste is overflowing from or placed outside a commercial container, the hauler must notify the customer of the need to arrange for a larger container or more frequent servicing.

(5) A commercial hauler must ensure its employees take all reasonable measures to prevent spilling or leaving of commercial solid waste when making pickups. If a hauler's vehicle spills any commercial solid waste in the course of collection or transport, the hauler's employee must clean the spill by whatever means necessary before the vehicle leaves the premises. The hauler must clean up liquid and hydraulic spills with an absorbent that is carried on all vehicles. If a spill leaves a stain on a roadway, building, or other similar surface, the hauler must use all reasonable means available to remove the stain and restore the facility to the satisfaction of the Town.

(6) A commercial hauler must ensure that any damage caused to city property, facilities, or equipment in connection with the hauler's provision of commercial hauling services is reported immediately to the Town, and is promptly repaired or otherwise remedied to the satisfaction of the Town.

(7) A commercial hauler must ensure that all commercial solid waste collected or transported within the city by the hauler is disposed of at a facility that is authorized by the State of Texas to accept the type of commercial solid waste the hauler has collected or transported.

(8) A commercial hauler must ensure that commercial solid waste collection conducted by the commercial hauler within 300 feet of a residence is conducted only between the hours of 7:00 a.m. and 7:00 p.m. on weekdays and between the hours of 7:00 a.m. and 8:00 p.m. on weekends.

Section 66-69. Revocation of Permit; Appeal.

The Director may revoke a permit for (i) the failure of the permit holder to provide required information, (ii) the failure of the permit holder to pay any fee required in connection with the permit, (iii) for the making of any false statement on the permit application or on any quarterly report required under this Division,

(iv) for the violation of any provision of this Division, or (v) if it has been determined by an authorized governmental entity or agency or representative thereof that the permit holder has violated a governmental law, rule, or regulation regarding the collection, transportation, handling, or disposal of commercial solid waste, including, without limitation, any law, rule, or regulation regarding the location where the same may be deposited.

Section 66-70. Penalty. Any person, partnership, corporation, or any other business entity of any type whatsoever, who shall violate any of the provisions of this Division or fail to comply with any provision of this Division or with any requirement hereof, commits a misdemeanor and shall, upon conviction thereof, be subject to a fine as provided in Section 1-7 of this Code of Ordinances.

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 the provisions of those Ordinances are in direct conflict with the provisions of this Ordinance.

Section 4. Severability. The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, and the City Council hereby declares that it would have passed such remaining portion of this Ordinance despite such invalidity, which remaining portion shall remain in full force and effect.

Section 5. Effective Date. This Ordinance shall become effective from and after its date of passage and publication as provided by law.

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

Joe Chow, Mayor

ATTEST:

By: _____
Carmen Moran, City Secretary

APPROVED AS TO FORM:

By: _____
Ken Dippel, City Attorney

ADDISON FIRE DEPARTMENT

4th QUARTER FY 04-05

Department Description:

The responsibility of the Addison Fire Department is "To protect the persons and property in Addison by providing quality and innovative emergency and routine services". The largest requested emergency service continues to be emergency medical services. Addison maintains one of the most aggressive pre-hospital emergency medical service protocols in the Dallas/Fort Worth area. This has resulted in the best pre-hospital emergency care in the region.

ACCOMPLISHMENTS

- ✓ Completed and submitted recommended FY 2005-06 budget proposal to City Manager.
- ✓ Completed installation of new portable and mobile radios (800 MHz) received as part of a Federal Grant.
- ✓ Completed annual performance evaluations of all Fire Department staff.
- ✓ Implemented new firefighter rehabilitation SOP.
- ✓ Continued the implementation of the contract with Zoll Data Systems for EMS PRO software for use on the mobile intensive care units.
- ✓ Trained and implemented new nerve gas antidote kits for all Operations Division staff.
- ✓ Monitored new construction projects for code compliance including Parkview Town Homes Building Five, Greenhill School expansion and new airport fuel farm.
- ✓ Developed testing procedures to implement the new Fire Equipment Operator assignment pay positions.
- ✓ Continued a 360-degree evaluation process for all positions within the Fire Department.
- ✓ Participated in a state level response to both Hurricane Katrina and Rita.
- ✓ Participated in the operation of a Hurricane Rita evacuation shelter at the Loos Field House.
- ✓ Successfully passed an inspection by the Texas Commission on Fire Protection.

- ✓ Three staff completed Fitness Instructor Certification at the Cooper Clinic.
- ✓ Participated in a mass casualty incident training session with the Farmers Branch Fire Department.
- ✓ Participated in four special events at Addison Circle Park.

TRENDS

- ✓ Continue to identify funding opportunities for Federal Grant programs involving weapons of mass destruction and various other emergency management related programs.
- ✓ Continue to offer town residents and businesses free CPR classes two Saturdays a month. Since inception of this program, 2733 individuals have been trained.

FIRST QUARTER PROJECTS

- ✓ Continue the process of updating our current five-year old Strategic Planning Document.
- ✓ Continue making recommended revisions to the Town's Hazard Mitigation Action Plan. This plan is a requirement of the Federal Government.
- ✓ Complete the implementation of the Zoll Data Systems for EMS PRO software for use on the mobile intensive care units.
- ✓ Begin implementation of the National Incident Management System as mandated by the Federal Government.

Special Events 4th Quarter FY 2004-05

Department Description: The Special Event Department is responsible for producing and hosting special events that attract tourists and enhance the Town's assets. The department produces events for the City as well as permits third-party events that attract over 340,000 guests to the Addison Arts & Events District.

Accomplishments:

Event	Revenue	Attend.	\$ PP	Hotel Rooms	Comments
Kaboom Town!	\$33,751	150,000 Est.	\$.95	329	<ul style="list-style-type: none"> Revenue was down 24% - due to sponsorship down 17% and no parking revenue. Addison was again rated as one of the best places in the country to watch fireworks -- American Pyrotechnics Association and AOL.
July Jazz	\$1,275	5,000 (up 66%)	\$2.15		<ul style="list-style-type: none"> Partnership with the 107.5 the Oasis. Added Target as a sponsor – handed out watermelons.
Symphonic Saturdays	\$2,550	1,000 (up 25%)	\$9.45		<ul style="list-style-type: none"> Partnership with the Sunny 97.1. Added Target as a sponsor – handed out watermelons.
Oktoberfest	\$357,297 (up 4%)	47,625 (up 13%)	\$3.34	109 (\$7,851)	<ul style="list-style-type: none"> Final #'s are still being confirmed. Hotel revenue up 14% Sponsorship down 37% Specialty Food Vendors up 87% (changed comm. from 15% to 25%) Carnival up 4% Beers of the World up 13% Weingarten up 23% Sold 814 kegs (up 9 from last year) Added Dachshund Races and Dance Lessons Initiated a volunteer program that saved the Town approximately \$2,500. Using a ticket tent in front of the main tent (instead of a ticket trailer) was very successful and we'll use this type of structure in the carnival area next year.
TOTAL:	394,873	203,625		438	

Third Party Events	Revenue	Attend.	Rev PP	Hotel Rooms	Comments
Mary Kay 5K	\$3,575	380	\$9.41		<ul style="list-style-type: none"> An annual event benefiting the Foundation and raising awareness for domestic violence.
Pepsi KidAround	\$9,145	10,580	\$1.16		<ul style="list-style-type: none"> # are estimate Featured Click 5 and Carly Patterson Attendance was down about 8%
Wipe Out Kids' Cancer	\$0	2,000 (down 20%)	\$0		<ul style="list-style-type: none"> \$76,000 gross revenue Did not host Night in Munich Silent Auction
TOTAL:	\$12,720	12,960			

Outlook for First Quarter '06:

Event	Revenue	Attend.	\$ PP	Hotel Rooms	Comments
Bookworm Bash	\$0	1,000	\$6.17	None	<ul style="list-style-type: none"> • November 4-6 • Entertainment by Robert Herrington, Stephen Seidel, Barber Shop Quartet and a clown • \$ raised goes to Senior Adult Services - \$4,500 est.
Holiday Open House	\$0	1,000	\$31	None	<ul style="list-style-type: none"> • Sunday, December 4 from 11a-2p • Addison Conference Centre • Sunday Brunch by Blue Mesa
TOTAL:		2,000			

Third Party Events	Revenue	Attend.	Revenue PP	Hotel Rooms	Comments
TX OU Fest DFW	\$17,000	2,200	\$7.72		<ul style="list-style-type: none"> • A concert to kick off the TX-OU football weekend - featuring country artists Randy Rogers, Kevin Fowler, etc. • Still waiting on final #'s.
Shakespeare Festival of Dallas	\$0	2,500	\$0		<ul style="list-style-type: none"> • Twelfth Night • Expanded to 5 nights: Wed-Sunday • First time in October • Receiving great publicity
Ultracentric Run	\$0	40	\$0		<ul style="list-style-type: none"> • 24 and 48-hour run at Greenhill School Friday-Sunday after Thanksgiving
TOTAL:	\$17,000	4,740			

- Working with Human Resources and Randy Pennington to further develop the volunteer program.
- Working with IT and Finance on implementing new technology at the events: online ticket purchase, Smart Cards, ATM, etc.
- Reviewing applications for Intern position.

ADDISON AIRPORT

4th QUARTER FY 04-05

Department Mission:

The purpose of the management team is to operate, maintain, and manage the airport to a standard that will provide the best, self-sustaining, general aviation airport facilities and services, while returning a significant economic benefit to the citizens of Addison. The team is also responsible for maintaining a good relationship with the surrounding community and to lessen, to the extent possible, the interference that the citizens experience from the airport.

- The airport runway markings were repainted July 23rd and 24th; the runway was closed overnight
- Fuel farm construction continued; expected completion in November
- American Bonanza Society convention was held in Addison in September; approximately 130 planes were at the airport
- Lisa Pyles spoke at the Texas Transportation Summit on an airport panel
- Additional storm water pollution training was conducted
- Hangar and airfield maintenance continued
- July 3rd Kaboom Town! was held on the airport
- TxDOT has selected a contractor for the installation of the AWOS

FIRST QUARTER WORK PLAN

- Hangar painting program to begin
- Engineering and design of the pavement improvements approved in the budget
- Drainage master plan to begin
- Barricade to be installed around south end of field
- New perimeter fencing
- New advertising campaign begins
- Fuel farm completion and commissioning
- Installation of AWOS

TRENDS

- Improved Customer Relations
- Occupancy rates consistently over 90%

CITY MANAGER

4th QUARTER FY 04-05

Department Description:

The City Manager, as chief administrative officer for the Town of Addison, is responsible for providing management and direction to all departments and divisions for the Town. In addition, the City Manager serves the City Council by effectively implementing and administering the policies established by Council. The City Manager is also responsible for submitting recommendations to the Council concerning policies, programs, and developing methods to ensure the efficient and effective operation of city services. The department accounts for all expenditures related to the city manager, his support staff, and the operation and maintenance of Town Hall.

Accomplishments:

- Continued coordinated public affairs between Addison and Richardson regarding the Cotton Belt Rail Line.
- Attended and promoted 2nd round of DART's public hearings regarding the 2030 Transit System Plan.
- Completed launch of RedMoon Technology's WiFi service to the entire Town.
- Completed initial phase of a strategic review with Department Heads and Special Events staff.
- Initiated market analysis of the proposed airplane museum expansion on Addison Airport.
- Completed a successful Special Events season.
- Successfully initiated and managed a shelter facility at Loos Field for Hurricane Rita evacuees.
- Completed FY 2005/06 budget process.

OUTLOOK FOR 1st QUARTER FY 2006

- Begin implementation of the FY 2005/06 budget process.
- Assist in getting an Addison representative appointed to the Dallas Central Appraisal District Board of the Directors.
- Completion of the Fuel farm project at Addison Airport.
- Continuation of the Belt Line Reinvention Project.
- Completion of staff re-organization in the City Manager's Office.
- Completion of strategic review with Department Heads.

CURRENT PROJECTS

- Continue to coordinate and collaborate with area cities to ensure the inclusion of the Cotton Belt in the DART 2030 Plan.
- Continuation of the reinvigoration of Belt Line Road project.
- Strategic review with Department Heads and Special Events.
- Monitoring legislative matters.
- Continuing to monitor status and progress of RedMoon WiFi service.
- Continuing to negotiate with developers on proposed residential and mixed use developments along Belt Line Road, Addison Circle, North Dallas Tollway, and Village on the Parkway.

ADDISON CONFERENCE & THEATRE CENTRE

4th QUARTER FY 2004-05

Department Description:

The responsibility of the Addison Conference Centre/Theatre is to increase hotel room bookings by providing additional meeting facilities. In addition, it is responsible for providing a venue for artistic experiences of citizens of Addison and the surrounding communities as well as to attract and promote tourism.

Accomplishments:

- We continue to meet with Addison hotels to keep the sales people aware of the Conference Centre and the services we can provide.
- The Conference Centre ends the year with a 29% increase in revenue over the prior year.
- In the fourth quarter we have mailed 29 brochures requested via the website, 134 wedding tri-folds to Bride and Groom Magazine readers and 657 postcards to meeting planners who have previously met in the Dallas area.

STATISTICAL INFORMATION

Conference & Theatre Center Highlights	TOTALS	
	FY 03-04 Q4	FY 04-05 Q4
<i>Conference Center</i>		
Events	152	153
Attendees	11,725	11,639
Revenue	\$84,103	\$88,848
<i>Theatre</i>		
Revenue	\$20,081	\$19,167
Attendance	4,685	5,157
Grand Total Rev.	\$104,184	\$108,015

EVENTS HELD	TOTAL SQ FT	ATTENDEES
Linsco Private Ledger	6,600	100
AMLI Residential	4,200	240
Plexant	1,200	20
The Int. Marketing Society	1,200	50
Miss Asian American Texas	13,200	600
Aventura HOA	1,200	85
Metrocrest Chamber	13,200	250
Logix Communication	900	40
The Bead Market	19,800	600
North Texas CCIM	2,400	65
Global Tec	13,200	170
Springhill Suites	6,600	300
Compmaster	1,200	12
First National Bank	6,600	175
Dallas Fly Fishers	1,200	80
Mark & Larry's Stuff Productions	900	50
Delta Waterfowl Foundation	6,600	100
Springhill (Hibernia)	4,200	150
Massagebuilder.com	5,100	180
Dallas County Dental Assoc.	2,400	2,400
TOA (Tzu Chi Foundation)	2,400	478
Juice Plus	2,400	195
Addison Airport	900	30
Hyphen Solutions	900	17

TRENDS

- We continue to concentrate on selling the space more than once a day whenever possible.
- Our regular contact with the Addison hotel community is paying off with increased referrals from hotels.
- The Boardroom and the Stone Cottage have both generated more revenue than the prior year. The Stone Cottage had a 104% increase in revenue over the past year while the Boardroom showed a 153% revenue increase. This trend is expected to continue.

OUTLOOK FOR 1st QUARTER

- The first quarter of FY '05-'06 looks good with 115 events and 346,360 sq ft currently booked for this period. These numbers will increase as we move through the quarter.
- Out of the 14 Saturdays available for booking this quarter three days are holidays, 10 days are booked with only one available Saturday dark.
- The main Conference Center space is currently sold out 35 days during Q1. This number will increase as we move through the quarter.
- The WTT production *The Woman in Black* will run from October 6-30, 2005.

DEVELOPMENT SERVICES DEPARTMENT

4th QUARTER FY 04-05

Department Description:

The Development Services Department is responsible for protecting the public's health and welfare through the enforcement of the Town's building, signage, plumbing, and electrical codes for the construction and maintenance of safe residential and commercial structures, and the inspection of restaurants, swimming pools, apartments, vacant lots, and the control of mosquitoes with spraying programs. The staff is also required to enforce Environmental Protection Agency regulations, and monitor transportation and disposal of liquid wastes.

Accomplishments:

- *Environmental Services*
 - We again managed food service for Oktoberfest—attendance of over 50,000, with no reported food-borne illness.
- *Building Inspection*
 - After 13 years, we closed out the Pranulus house. Dr. Pranulus hopes to move into the house in October.
 - We finished all fire-proofing in the Aventura and have signed off on the work.
- *Zoning*
 - We have been working with Burger House, a

locally-owned, three-restaurant chain, on a new location on Marsh Lane. Burger House is planning to remodel and re-open the former Tina Marie's Italian restaurant.

- Fairfield Residential has its sales trailer open at the corner of Goodman Avenue and Quorum Drive. We hope they pre-sell enough units to start the project.
- We are getting a new office building in South Quorum, next to 5000 Quorum. A computer company is building its own building. If the business expands, it will build a second building on the same site.

STATISTICAL INFORMATION

Totals for Fiscal Year 04-05

Certificates of Occupancy	365
Building Permits Issued	329
Total Permits Issued	1,168

Permit Valuation

New Construction	\$17,495,972
Additions, Repairs, Other Permits	\$27,518,273
Total Permit Valuation	\$45,014,245

Permit Fees Collected

Total Fees Collected	\$302,862
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Restaurant Inspections

Total number of inspections	791
Average Score	93.5%

OUTLOOK FOR THE NEXT QUARTER

We had an exceptional 4th quarter, as we got two nagging projects, the Pranulus house and the Aventura fire-stopping, completed.

This time of year is typically slow in the zoning business. I didn't have any zoning cases for October, and I expect it to stay slow for a while. We are hearing from contractors that construction materials are becoming more expensive and construction labor harder to get, as many crews will begin working to rebuild in Louisiana and Mississippi.

We plan to spend the next quarter working with the P&Z and Council on the amendments to the Comprehensive Plan, particularly the Belt Line Road plan. We have made good progress to this point. Slade Strickland has the street-scape plans ready for a final staff review, and we have had one good work session with the P&Z on new development ideas for Belt Line. We are looking forward to the Visual Preferencing session we will have with the P&Z and Council, and we hope it will help us pin down what we expect the end result to be on Belt Line Road. I have been showing our preliminary plans to developers, and have gotten a favorable response, however, no-one has jumped out to make a deal.

FINANCIAL & STRATEGIC SERVICES

4TH QUARTER FY 2004-05

Department Description:

The Department of Financial and Strategic Services is responsible for managing the accounting, collections, and purchasing functions for the Town. In addition, the department is responsible for providing general supervision to the Municipal Court department. The department develops the Town's comprehensive annual financial report, administers the Town's risk management and treasury functions, and assists the City Manager with development of the Town's annual budget.

Accomplishments for the 4th Quarter of FY 2004-05:

The following items were accomplished by September 30, 2005:

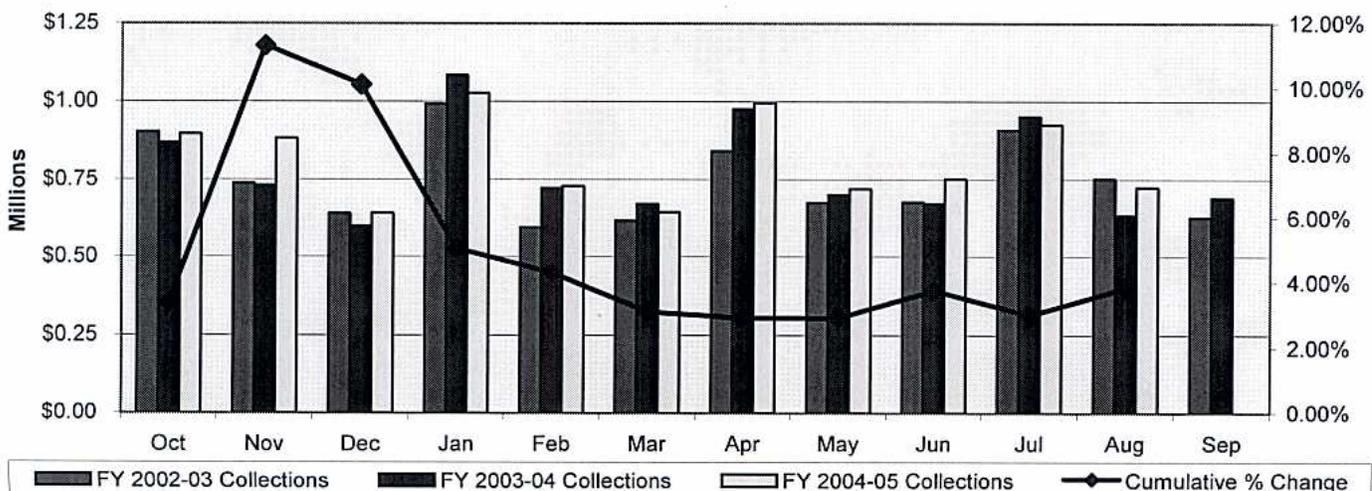
- Implemented a lockbox payment system for utility customers.
- Submitted City Manager's recommended budget by July 31, 2005.
- Worked with City Manager and Council to adopt the FY 2005-06 budget.
- Successfully upgraded the Town's financial computer system with two new software releases.
- Began systematic review of the Town's utility system.

Objectives for FY 2005-06:

The following items are expected to be complete by September 30, 2006.

- Complete review of Town's utility system.
- Implement new utility rate structure.
- Coordinated 2006 bond sale.
- Develop strategic plan for the department.
- Develop cross training program for employees.
- Implement online payment system for utility customers.
- Develop a benchmarking program to identify opportunities for improving organizational effectiveness and efficiency.
- Redesign the annual budget document to improve the presentation of the budget.
- Assist the Information Technology department with developing new procedures for special event ticket and gate operations.
- Automate accounts payable process.

Addison Sales Tax Collections



GENERAL SERVICES DEPARTMENT

4th QUARTER FY 2004-05

Department Description:

The General Services Department mission is to ensure that all Town facilities are maintained to an attractive and comfortable environment conducive to conducting Town business, and that the Town's fleet of vehicles is maintained to meet the highest standards of safety and efficiency. The Department ensures the city's inventory of supplies and mail services, are managed effectively and efficiently. The department is also the Town's liaison to Addison Airport.

FACILITIES SERVICES

	<u>QTR.</u>	<u>YTD.</u>
Work Orders Processed (WO)	97	405
Avg. Days to Complete WO's In-House	2.4	3.0
Avg. Days to Complete WO's Contract	12.0	9.9

FLEET SERVICES

	<u>QTR.</u>	<u>YTD.</u>
Work Orders Processed:	335	1109
Fleet Technicians Efficiency Rating	134.4%	143.8%
Dollar Savings Over Private Garage	\$28,575	\$94,229
Fleet Downtime	3.8%	3.2%

4th QUARTER PROJECTS ACCOMPLISHED

- **Administration & Staff** - Kaboom Town
- **Administration & Staff** - Oktoberfest
- **Airport** - Air Traffic Control Tower - Phase I - Completed.
- **Airport** - Fuel Farm - Began construction April 4. - 92% completed.
- **Airport** - Selected Design Firm for Drainage Improvement Study.
- **Airport** - Completed Design for Pavement Improvement Program.
- **Facilities** - Finance Roof replacement Project. Completed.
- **Fleet** - Completed installation and conversion to new Fuel & UST management systems. (Service Center & Central Fire)

OUTLOOK FOR 1st QUARTER PROJECTS FY 2005-06

Administration:

- Transition Telecommunication function to the IT Department.
- Work with the City Management team on special projects to broaden the Directors view of the overall organization.

Airport:

- Complete Fuel Farm construction.
- Plan Grand Opening Celebration for the new Fuel Farm.
- Bid Pavement Improvement Project.
- Begin Master Drainage Study Plan.
- Continue to monitor Air Traffic Control Tower. Complete electronics installation by January.
- Plan Grand Opening Celebration for the new Control Tower.

Facilities:

- Bid Roof Replacement Projects - Service Center & Fire Station 2.
- Assist departments/ facilities with holiday decorations.

Fleet:

- Develop Specifications & bid new vehicle purchases. (7 Vehicles)
- Vehicle Auction

HUMAN RESOURCES DEPARTMENT

4th QUARTER FY 2004-05

Department Description:

The Human Resources Department is responsible for assisting the Town of Addison in providing an environment that promotes high performance, customer service, accountability, integrity, involvement and diversity by:

- Providing resources for administering employee processing, payroll, benefits and policies
- Properly balancing the needs of the employees with the needs of the overall organization
- Hiring and promoting the most qualified employees
- Retaining our valued employees by providing a competitive salary and benefits package
- Maintaining compliance with employment laws and governmental regulations
- Ensuring a discrimination and harassment free environment

ACCOMPLISHMENTS

- Presented to Council proposed Ordinance changes in Retiree Health Insurance and Workers' Compensation.
- Met with representatives from TML Intergovernmental Risk Pool to discuss our increasing rates.
- Reviewed all departments' annual performance reviews.
- Prepared department's budget for 2005-06.
- Worked with Special Events to include volunteers in the staffing for Oktoberfest.
- Director began Class XVII of Leadership Metrocrest program.

STATISTICAL INFORMATION

	4th Qtr 03-04	4th Qtr 04-05
Hired	4.5	6
Promoted	0	1
Terminated	5.5	8
Retired	1	1

- Promotions: Jessica Morgan, from Recreation Associate to Police Records Clerk
- Retirements: Steve Rooney, Police Officer

CURRENT PROJECTS

- Implementing new pay plan, with across the board pay increases and, as needed, adjustments to a new minimum pay for the assigned grade. Also adjusting employee pay for merit increases.
- Continuing to review options for 2006 employee health insurance. Using an employee focus group to assist with the process.
- Revising policy for drug and alcohol testing.

OUTLOOK FOR 1st QTR 2005-06

- Complete selection of plan benefits and conduct open enrollment process for 2006 medical and dental insurance.
- Review additional employee policies.
- Host meeting for area Human Resources Directors.
- Attend annual TML Conference
- Attend additional training on conducting internal investigations.

INFORMATION TECHNOLOGY DEPARTMENT

4th QUARTER FY 04-05

Department Description:

The Information Technology Department is responsible for identifying, developing, and maintaining a standard, integrated information services architecture that enhances organization productivity and creates a customer-centered business environment.

The department's responsibilities include:

- Utilize Information Technology to facilitate the Town of Addison mission of public service.
- Collaborating with other departments to provide effective technical solutions.
- Design and supervision of the technology infrastructure.
- Recording, tracking, and coordinating problem resolution.
- Providing asset management and support services for the network and desktop environment.
- Coordinating all technology training and education.
- Provide evaluation, recommendation, and implementation of emerging technology.

4th Quarter Accomplishments FY 04-05:

- Expanded network storage capacity.
- Continued the implementation of the Electronic Patient Data system for EMS division.
- Continued managing the installation of the RedMoon WiFi network.
- Started the implementation of the Addison Citizen Payment Portal.
- Upgraded Office 2000 products to Office XP.

OUTLOOK FOR 1st QUARTER OF FY 05-06

- Implement a Digital Citation System.
- Start searching for a Restaurant Inspection Field Reporting System.
- Start searching for an All-In-One wireless True Point of Sale system for the Special events.
- Start the process for selecting a Voice/IP system to replace the existing legacy system.
- Continue managing the expansion/fine tuning of the RedMoon WiFi network.

2004-2005 FY	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Service Calls	323	457	446	398
Incoming E-mails processed	397,490	322,245	254,297	284,120
Outgoing E-mails Processed	52,048	53,845	45,743	42,035
Drop Spam E-mails	229,054	121,892	74,501	92,521
Virus E-mails Blocked	21,582	13,339	6,264	11,071
Unique Web Sites Visitors addisontexas.net	67,028	74,751	128,192	151,219
Unique Web Sites Visitors ci.addison.tx.us	39,291	43,354	50,106	54,351

PARKS DEPARTMENT

4TH QUARTER FY 2004-05

Department Description:

The Parks Department's responsibility is to preserve and enhance the Town's exceptional quality of life through the landscaping of the community's public and private properties. To accomplish its mission, the department supervises the construction and meticulous maintenance of parks, boulevard medians, jogging trails, and entrances to the Town. The department is also responsible for the strict enforcement of the landscaping ordinance, which requires all commercial properties to enhance their buildings with landscaped areas. The department also provides support for the special events department on event site set-up and event coordination.

Accomplishments/Trends - Fourth Quarter 2004-05

- Completed the Fairfield Park schematic design approval process.
- Completed the pump replacement for the Town Hall waterfalls and the Finance Building display fountain.
- Completed 80% of the conceptual design review process for the Belt Line Road Corridor Conceptual Streetscape Plan and the Addison Arbor Foundation Comprehensive Street Tree Planting and Management Plan.
- Completed site set-up and coordination for Kaboom Town, Lone Star Drive-In, July Jazz, Symphonic Saturdays, Pepsi Kid Around and Oktoberfest.
- Assisted the Addison Arbor Foundation Citizens Advisory Committee on their annual progress report to the Council.
- Adopted an ordinance to restrict skateboarding in Addison Circle area parks and Quorum Park.
- Updated the Addison Arbor Foundation Bylaws to include 3-year term limits for Citizen Advisory Committee members and procedures for appointing new advisory members.
- Participated in setting up and operating the Loos shelter for hurricane evacuees.
- Completed final punch list items for completion of the Cityhomes Parkview Park.
- Completed the Parks and Recreation departmental budget for FY2005-06 budget.
- Completed construction inspections for the Arapaho Road Phase III linear park trail system and the fuel farm landscaping.

OUTLOOK FOR FIRST QUARTER FY 2005-06

- Complete the approval process for the Belt Line Corridor Conceptual Streetscape design and the Addison Arbor Foundation Comprehensive Street Tree Planting Plan and Management Plan.
- Complete construction plans for the Fairfield Park, slated for construction in the Spring of 2006.
- Complete plans and get approval from TXU to construct the new dog park on the east side of the Easement Park.
- Complete specifications and bidding for painting the Blueprints sculpture.
- Complete specifications and bidding for a new seasonal color planting annual contract.
- Complete improvements in North Addison Park to include additional waste receptacles and park benches, as well as, planting improvements requested by residents in Addison Place.
- Complete the annual Addison Arbor Day event.
- Complete the substantial completion phase of the Arapaho Road linear park trail system and the fuel farm landscaping.

STATISTICAL INFORMATION

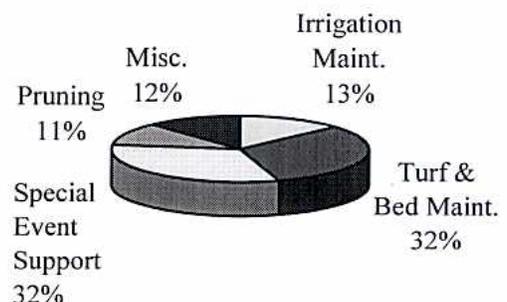
Parks Staff - Total 20 FTE Employees

Director
 Shared Departmental Secretary with ACM and Special Events
 Parks Operations Manager
 Parks Foreman
 16 Field Personnel

Vacancies During Fourth Quarter

All positions filled.

Parks Work Tasks 4th Qtr FY04-05



Addison Police Department

4TH QUARTER FY 2004-05

Executive Summary

As with every department, considerable man hours were dedicated to preparation and coordination of staff schedules for Kaboom Town, National Night Out, Pepsi Kid Around, and Oktoberfest. Also assisted with planning, assembling, and staffing the emergency hurricane shelter opened at Loos Stadium for evacuees from Hurricane Rita.

During the month of August, all sworn personnel are scheduled for their annual physicals. Every year the officers also have the option of taking a stress test in addition to their physicals. This year, they were offered the option of having a heart scan done in place of the stress test as another tool for evaluating their overall health. The physicals are conducted prior to the mandatory physical fitness testing administered to all sworn officers in October. In keeping with the department's mission to promote good physical health and conditioning for our personnel, two officers attended the Cooper Clinic to earn their certification as personal trainers.

Toward the end of the summer months, police incidents seems to increase. In response, patrols in parking lots of hotels, restaurants and businesses were increased to monitor and control suspicious activity to reduce burglary of motor vehicles/businesses, as well as crimes against persons, by increasing omnipresence.

On July 21, an aggravated robbery occurred outside the Fuller's Jewelry on Marsh Lane. Several men wearing masks and displaying knives approached two out of state salesmen demanding their jewelry suitcases, valued in excess of half a million dollars. Suspects are part of a notorious jewelry theft ring from Columbia. FBI is aware of this group and their routine. No specific suspect information available. Two sexual assaults were reported this quarter with victims claiming to be drugged and assaulted at an apartment complex by the same suspect. Four calls for welfare checks resulted in three deaths by natural causes and one suicide. Officers responded to Comfort Suites after housekeeping found two individuals overdosed in a room. Both survived and were arrested for possession. Numerous calls were received regarding a homeless man approaching people asking for money. Contact was made with the individual several times over the span of two days. Individual was eventually transported to Green Oaks Hospital for observation. Another subject was admitted to the psychiatric ward of Parkland after alternately laying in the road and then accosting drivers that stop to help. Subject was found to be incoherent, combative, and suffering from minor cuts and bruises. Officers responded to three separate mental health emergencies on August 21. All three were transported to Green Oaks Hospital. The last week in August three separate incidents occurred at a local establishment requiring multiple officers to respond due to intoxicated persons causing disturbances with patrons. In all three cases, suspects resisted and fought with officers, causing minor injuries to all involved.

On August 31, officers responded to a shots fired call at a Westgrove apartment. Indications are shots were retribution for a drug debt. Resident of apartment was subsequently arrested for drug paraphernalia. Report were made of a juvenile from Brookhaven Club Drive firing a BB gun at residents of an apartment complex off of Spring Valley, striking one person. On another day, witnesses reported shots fired at Fun Fest following an argument outside among a group of young Hispanic men. No injuries reported. Gang presence and activity continues to escalate in the 10 beat area. One particular incident in August resulted in the beating of an 39 year old man by three young Hispanic males at the Brooks Apartments. Victim was approached as he exited his vehicle, punched in the face, robbed, and beaten. Knives were found at the location, however, the victim was not stabbed. Department is working with several other jurisdictions on a task force to collect information on this gang for a database. On September 6, Detective Holland assisted Houston HIDTA (High Intensity Drug Traffic Area) with the arrest of several subjects at our Budget Suites based on information gathered from a case they were working. Houston arrested a suspect at the Budget Suites in Houston for possession of 100 kilograms of cocaine. Agents advised the subject planned to transport the cocaine to Addison, where it would be broken up and distributed. Estimated street value is \$1.8 million dollars.

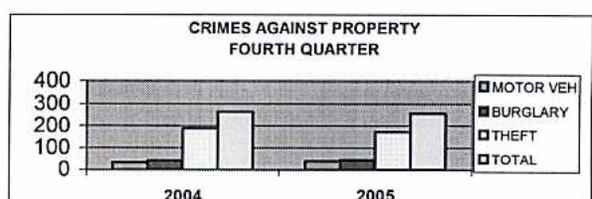
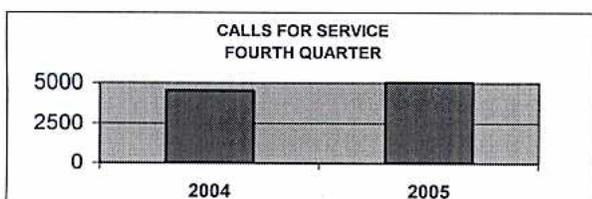
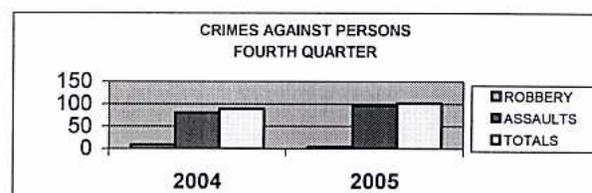
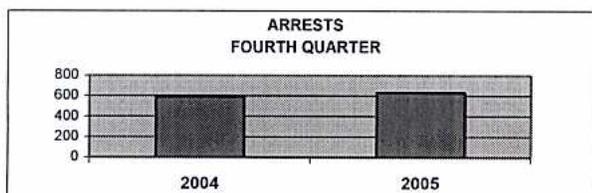
Three patrol officers on nights were placed on alternative duty status. One returned to regular duty in mid September. There were two tests dates for police officers in September. Backgrounds are in progress on several applicants from a previous test date. Officer Steve Rooney retired August 26 after 20 years with the department. Officer Paul Spencer was promoted to sergeant effective September 10. Chief Franklin continues to work half days due to a workers comp injury. Prognosis has been good following two rounds of injections, with a return to full duty expected by early November. Administrative Technician Louise Calvillo sustained a debilitating personal injury and was out for six weeks. As a result of her injury, she is permanently relocated downstairs working a limited 4-hour day. The quartermaster's office was remodeled and reconfigured to accommodate this move. Quartermaster Don Greene came back from knee surgery after being off for over 2 months. Jessica Morgan was hired as a records clerk effective August 1. She transferred from the Athletic Center and is a welcomed addition to the staff.

Fourth Quarter Accomplishments

- Special Event planning for Pepsi Kid Around, Oktoberfest, National Night Out, Texas/OU concert
- Video monitoring project
- Strategic planning
- 04/05 employee evaluation process
- CID and quartermaster remodel project
- Police officer recruitment brochure
- Interlocal radio interoperability agreement
- Patrol shift bid
- Annual police physicals
- 05/06 budget
- Sergeant assessment and promotional process

Outlook for First Quarter 05-06

- Annual police officer physical fitness testing
- Strategic planning
- Increase gang task force participation
- Two cadets graduate from police academy and begin department's field training program
- Retired peace officer's right to carry policy
- Implement police officer recruiting initiatives
- Annual Brookhaven Halloween event
- Annual holiday patrol program
- Patrol shift bid



PUBLIC WORKS DEPARTMENT

4th QUARTER FY 2004-05

Department Description:

The Public Works Department is responsible for the management and oversight of engineering, capital projects, streets, water and wastewater divisions. In addition to these duties, the Department is also responsible for maintaining the Town's drainage system, traffic signalization system, the collection of all residential brush, the administration of the private waste hauler contract with private waste haulers for the effective collection and recycling of residential waste, street sweeping and the enforcement of animal control.

Accomplishments:

Streets:

During the fourth quarter, the Town of Addison Street/Public Services Division completed over 2,300 service calls including brush/bulk collection, road repairs and animal control.

- 381 residential requests for service
- 1,340 Households receiving Bulk/Brush service
- 256 plus Animal Control service calls.

Utilities:

During the fourth quarter, the Town of Addison Utilities Division completed over 904 Service calls and responded to 23 after hours emergency calls. As part of our water meter replacement program, crews changed out 29 meters. Two fire hydrants were repaired and one copper service line water leak was repaired in Waterford Park area.

WATER CONSUMPTION

	2001	2002	2003	2004	2005
JULY	252,966,000	213,962,000	228,240,000	199,186,000	231,670,000
AUGUST	257,472,000	251,467,000	253,356,000	218,511,000	230,254,000
SEPT	268,764,000	223,977,000	192,120,000	200,710,000	225,642,000
Rainfall (in. YTD)	35.40	23.37	20.79	28.63	17.66

CAPITAL PROJECTS UPDATE

- Arapaho Road Phase III – Roadway construction is underway and is scheduled to be completed January 2006.
- Re-assess plan for Addison Road Widening.
- Design is underway by HNTB for Airport Pavement Improvements.
- Completed city-wide pavement marking replacement project.
- Festival Way repair complete.

WATER UTILITIES

Number of Accounts:	3,261
Water Consumption YTD (Gals):	1,539,702,000
Sewer Usage YTD (Gals):	878,790,000
Percent Unaccounted for water:	7.01%

DEPARTMENT GOALS FOR NEXT QUARTER

- Select Engineer for Airport Drainage Master Plan Study.
- Continue working on system wide signal upgrade.
- Complete Citywide Pavement Marking Project
- Complete Engineering Design for water line replacements in Greenhaven Village Apartments.
- Repair Lake Forest Bridge apron.
- Replace 20 2" irrigation & 3" meters.
- Begin design of Railroad Quiet Zone Project.
- Manage new street sweeping contract.
- Talisker Apartments sewer rehabilitation.

RECREATION DEPARTMENT

4TH QUARTER FY 2004-05

Department Description:

To offer and maintain for the Town's residents a wide array of recreation, health, fitness, and athletic programs at the Addison Athletic Club and Trinity Christian Academy (TCA) joint-use park. Facilities at the Club include an indoor, four-lane lap/swim pool with whirlpool, four racquetball courts, a gymnasium, aerobics room, indoor running track, one lighted outdoor tennis court, a newly expanded 6,500 sq. ft. weight & fitness room & outdoor leisure pool. The TCA park and field house, include a multi-use soccer field, a quarter-mile jogging track, a lighted softball field, and six lighted tennis courts.

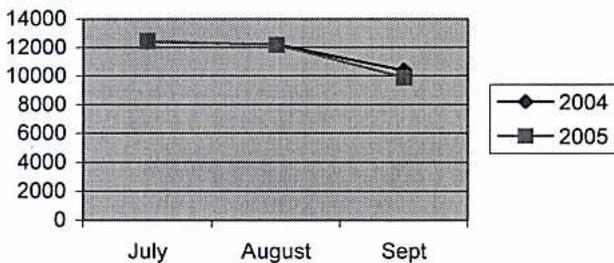
Accomplishments/Trends—Fourth Quarter 2004-2005

- Usage of the Athletic Club was about the same, but Trinity usage decreased 44% compared to fourth quarter 2003-04. There were 31,628 visits to the Athletic Club and 145 visits to Trinity for this quarter.
- There were 3,348 active members. Membership renewals and new member sales decreased 5% compared to fourth quarter 2003-04 with 643 renewals and 461 new members.
- Barbara Colegrove, Addison resident, continues to volunteer for one day a week at the front desk.
- Completed another successful outdoor pool season. Usage of outdoor pool was up by 40% compared to last year. Staff attributes this increase to better weather and better marketing of the outdoor pool.
- 7 fitness, 14 adult, 10 senior and 21 children's programs were offered.
- Continued to evaluate equipment for future replacement of the Cybex weight machines as part of the capital equipment replacement plan. Staff met with equipment reps and toured facilities.
- Hosted a movie at the outdoor pool with approximately 100 people attending.
- Randy Rogers coordinated the family entertainment for Oktoberfest and staff volunteered for various positions.
- The Recreation department provided support for the Rita hurricane shelter at the Loos complex. This included shelter set up, general shelter support, pet care, and towel service.
- Completed several building maintenance projects including: Powder coated outdoor pool railing, touched up interior paint, and patched parking lot concrete. Painted the front doors, children's center door, and natatorium doors and headers. Repaired sinks and trim in locker rooms. Repaired janitorial closet walls and racquetball court wall. Repaired natatorium door hinges. Replaced locker room shoe molding.
- Implemented a new aerobics program check-in and monitoring system to ensure all revenue is collected and to maintain an accurate count of participants.

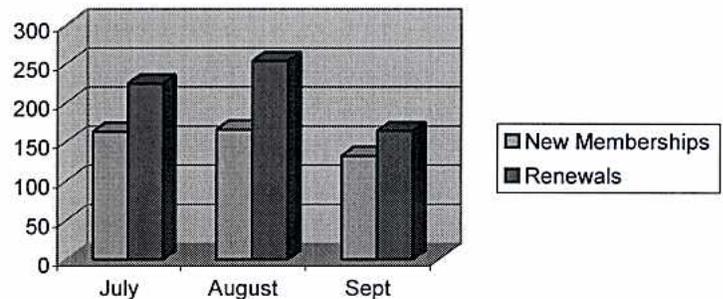
OUTLOOK FOR FIRST QUARTER FY 2005-06

- Determine the selection process for replacing the Cybex weight training circuit and prepare specifications.
- Implement FY 2005-2006 budget.
- Continue to monitor the cleaning and maintenance of the building and exercise equipment, and complete maintenance work orders in a timely manner.
- Complete closure of the Trinity Athletic Complex by coordinating with Trinity Christian Academy staff, distributing surplus equipment, canceling alarm monitoring, disconnecting network and phone systems.

**Athletic Club
Check-ins**



New Memberships and Renewals



VISITOR SERVICES DEPARTMENT

4th QUARTER FY 2004-05

Department Description:

The mission of the Visitor Services department is to provide quality and innovative services to increase leisure and business travel to the Town of Addison.

Accomplishments :

- Booked 5 separate new groups totaling 4,130 room nights.
- Working with 5 other groups that will total 7,950 room nights for Addison hotels should they go definite.
- Represented Addison in trade show booth at the Meeting Professionals International Trade show in Miami and developed 21 business contacts. Four of these planners have future meetings booked at Addison hotels.
- Mailed approximately 252 postcards to groups that are currently holding meetings in other DFW cities to promote Addison as their next meeting site.
- Visitor Services' programs have helped book 6 % of all Addison room nights for Q4.

STATISTICAL INFORMATION

<i>Room Nights Booked</i>	4th quarter
Visitor Services Staff	4,130
Hotel Support	8,470
Addison Direct	67
Events	438
Conference Centre	273
Ltd. Service Incentive	170
Grand Total	13,548

Addison Hotel Occupancy Q4		
Occupancy	Average Daily Rate	RevPar
60.4%	\$77.88	\$47.00

CURRENT PROJECTS

- In follow up to Hotel Resources leads, we are mailing postcards and following up with personal phone calls.
- Follow up with Meeting Professional International Trade show leads and members of the Texas Society of Association Executives to develop ongoing relationships.
- Rolling out 2006 Limited Service hotel incentive plan.

OUTLOOK For 1st QUARTER 2005

- Continue to follow up with planners from TSAE, MPI, and Hotel Resources.
- Developing email campaign to database of meeting planners.
- Working with Addison hotel Association to develop new business building ideas.

TRENDS

- Addison occupancy at 60.4% increased 10% over 2004 4th quarter
- Room rates increased 8.4% at \$77.88
- RevPar improved to \$47, a 19.5% increase

In looking forward to 2006, most industry analysts are quite optimistic and are projecting continued increases in both revenue and profit.

Council Agenda Item: #R6

SUMMARY:

For the Addison City Council to consider a resolution to authorize the City Manager to extend a existing contract with Allyn & Company, as the Town's public relations firm for the Town's effort to have the Cotton Belt Rail Line included in DART's 2030 System Plan Update.

FINANCIAL IMPACT:

Budgeted Amount: \$40,000

Cost: \$202,200

(Total, split 50/50 between Addison and Richardson or \$101,100 apiece)

BACKGROUND:

In January 2005, the Town entered into a contract with Allyn & Co. to conduct a public relations campaign that included media relations management, the development of contact databases, campaign messages, press releases, media training, target marketing, and public opinion surveys all in an effort to gain approval of the Cotton Belt Rail line in DART's 2030 System Transit System Plan. The entire process of this effort has been shared equally between the Town and the City of Richardson.

In the original contract with Allyn, the Town engaged them through October 2005 because it coincided with DART's completion of the System Plan sometime this fall. Unfortunately, DART has been delayed on several fronts and they now estimate that the System Plan will be completed by April 2006.

Based on this revised time estimate, staff would recommend that the contract with Allyn & Co. be extended for an additional 6 month period and the terms of the contract would remain the same. The estimate provided by Allyn is on the high side, but staff anticipates that not everything will be done during the remainder of the process.

RECOMMENDATION:

Staff recommends approval.

**Allyn & Company
Budget Estimate
Smart For DART Effort
October 20, 2005**

Allyn & Company Public Affairs Services

Allyn & Company will continue to provide services detailed in our existing contract and under those same terms, extending from October 24, 2005 through April 23, 2006.

Monthly Services Fee	\$20,000.00
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Letter To North Dallas Voters

Allyn & Company will create concept, write and handle turnkey production, printing, mailing and delivery for an attention-getting letter package educating recipients on the benefits of the Cotton Belt alignment as opposed to the proposed alternate line along LBJ Freeway. Letter will be mailed just prior to the November election day to assist with our petition drive effort. Cost includes our work in drafting and designing letter package, plus costs for printing, mail fulfillment and postage for a target quantity of 5,000 households.

North Dallas Letter	\$5,000.00
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Petition Drive

Allyn & Company will oversee the effort of a grassroots consultant in an intensive petition drive targeting 3,000 signatures. Drive will take place on the November election day at North Dallas polling locations and the following week. North Dallas residents will be asked to sign a petition in support of rail service along the Cotton Belt rail line. Costs include petition drive labor, t-shirts for petitioners, and the petition sheets.

Petition Drive	\$16,700.00
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Letter To Business Leaders

Allyn & Company will create concept, write and handle turnkey production, printing, mailing and delivery for an attention-getting letter package educating business leaders on the benefits of the Cotton Belt alignment as opposed to the proposed alternate line along LBJ Freeway. Cost includes our work in drafting and designing letter package, plus costs for printing, mail fulfillment and postage for a target quantity of 2,000 households.

Business Letter	\$3,000.00
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Call to Action Brochure

Allyn & Company will create concept, write and handle turnkey production, printing and delivery for a brochure highlighting key messages for the inclusion of the Cotton Belt line as part of the DART 2030 Plan and a call to action urging recipients to contact their city leaders voicing their support. Piece will be mailed to approximately 30,000 households.

Creative Production	\$3,250.00
Printing/Mail Service (30K)	10,250.00
Estimated Postage (30K @ \$0.20 each)	6,000.00
Subtotal: Call to Action Brochure	\$19,500.00

Survey for Public Release

Allyn & Company to research, draft and oversee implementation of a survey to be released to the press measuring public attitudes on keeping the Cotton Belt line to the DART master plan. Survey will ask approximately 10-12 questions to test public support/opposition. Cost includes our work writing survey draft, setting up phone bank and creating a press-ready document. Cost is based on 500 completed surveys.

Survey for Public Release	\$12,500.00
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Misc. Expenses

Additional costs will most likely be incurred during the campaign such as additional photography for brochures, supplemental lists, etc. Costs for such projects will be provided for approval in advance of expenditure.

Misc. Expenses	\$2,500.00
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Visual Aids

Allyn & Company to design and handle turnkey printing and production for all posters, banners, graphs and other visual aids to be used at press events, town hall meetings and other public meetings. Cost estimates will be presented for approval before production of any visual aid.

Visual Aids	\$3,000.00
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Potential Additional Projects

Business Breakfast/Luncheon **\$5,000**

Activist/Patch-Through Phone Bank **\$7,000**

Half-Page Newspapers Ads **\$8,000**

Place half page newspaper ad in targeted suburban sections of The Dallas Morning News – Collin county, Addison, Carrollton and Richardson.

All costs are estimated. Final costs will be provided upon approval of each project's creative layout and design. Costs do not include applicable sales tax. Costs do not include standard operating expenses such as long distance, courier/Fed Ex, travel expenses, etc. These expenses will be included with your regular billing.

Council Agenda Item: #ES1

There are no attachments for this item.

Council Agenda Item: #R7

There are no attachments for this item.