



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

Fax: (972) 450-7043

AGENDA

WORK SESSION OF THE CITY COUNCIL

FEBRUARY 13, 2007

5:30 P.M.

&

REGULAR MEETING OF THE CITY COUNCIL

FEBRUARY 13, 2007

7:30 P.M.

TOWN HALL

5300 BELT LINE ROAD

WORK SESSION

Item #WS1 - Presentation and discussion of Special Events Overview for 2007.

REGULAR SESSION

Item #R1 - Consideration of Old Business.

Item #R2 - Consent Agenda.

#2a - Approval of the Minutes for the January 23, 2007 Council Meeting.
Approval of the Minutes for the January 27 and 29 Special Meetings.

#2b - Consideration and approval of an ordinance calling for a general election to be held on May 12, 2007, for the purpose of electing a Mayor and three (3) Council members.

#2c - Consideration of a resolution authorizing the City Manager to enter into a joint election agreement and election service agreement in the amount of \$6,000.00 with Dallas County to conduct Addison's Municipal Election on May 12, 2007.

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

Item #R3 - **PUBLIC HEARING**, regarding, consideration of approval of, an amendment to a Planned Development district PD 095-006 as amended by PD 095-066 as amended by PD 095-054, to revise approved development plans, located at 4550 Excel Parkway, on application from SPI Holdings, LLD, represented by Mr. Scott Caruthers of Bury + Partners, DFW, Inc.

Attachments:

1. Docket Map
2. Staff Report
3. Plans

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on January 25, 2007, voted to recommend approval of the request on application from SPI Holdings, Inc, subject to the following conditions:

- Any missing or dead plant material on the site needs to be replaced according to the approved set of landscape plans presently on file for this site.

- The irrigation system will need a rain and freeze sensor if not already installed.
- The applicant will need to submit a revised landscape plan showing evergreen shrubs along the north edge of the proposed parking lot for vehicle screening.

Voting Aye: Bernstein, Chafin, Daseke, Gaines, Jandura, Meier, Wood

Voting Nay: None

Absent: None

Administrative Recommendation:

Administration recommends approval.

Item #R4 - **PUBLIC HEARING**, requesting approval of a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, Best Thai, located at 4135 Belt Line Road, Suite 112, on application from Mr. Kunya Chaisuwan.

Attachments:

1. Docket Map
2. Staff Report
3. Plans

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on January 25, 2007, voted to recommend approval of the request on application from Best Thai Restaurant, subject to the following conditions:

-A C.O. will not be issued on this lease space until a Shell C.O. has been issued for the entire site.

-The applicant shall not use any term or graphic depiction that relates to alcoholic beverages in any exterior signs.

Voting Aye: Bernstein, Chafin, Daseke, Gaines, Jandura, Meier, Wood

Voting Nay: None

Absent: None

Administrative Recommendation:

Administration recommends approval.

Item #R5 - **PUBLIC HEARING**, requesting approval of a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, located at 4930 Belt Line Road, Suite 100, on application from Café Brazil, represented by Mr. Phillip Morse of Edifice Architecture.

Attachments:

1. Docket Map
2. Staff Report
3. Plans

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in a rescheduled session on January 25, 2007 voted to recommend approval of the amendment to a Special Use Permit for a restaurant and the Special Use Permit for the sale of alcoholic beverages for on-premises consumption, subject to the following condition:

-The applicant shall not use any terms, or graphic depictions, that denote alcoholic beverages in exterior signs.

Voting Aye: Bernstein, Chafin, Daseke, Gaines, Jandura, Meier, Wood

Voting Nay: None

Absent: None

Administrative Recommendation:

Administration recommends approval.

Item #R6 - Consideration and approval to amend the Deferred Compensation Plan (ICMA-RC).

Attachments:

1. Overview of 457 Deferred Compensation Plan
2. Amended 457 Deferred Compensation Plan
3. 457 Resolution for Deferred Compensation Plan

Item #R7 - Presentation of the Town of Addison Financial Reports for the quarter ended December 31, 2006.

Item #R8 - Consideration and approval to authorize the City Manager to enter into a contract with Coban Research and Technologies Inc. for the purchase and installation of 15 VMDT G2 Systems in the amount of \$129,855 subject to the City Attorney's final approval.

EXECUTIVE SESSION

Item #ES1- Closed (executive) session of the City Council, pursuant to Section 551.071 of the Texas Government Code, to conduct a private consultation with its attorney(s) on a matter in which the duty of the attorney(s) to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code, regarding and relating to through-the-fence access to Addison Airport.

Item #R9 - Discussion and consideration of any action regarding through-the-fence access to Addison Airport.

Item #ES2 - Closed (executive) session of the City Council, pursuant to Section 551.071 of the Texas Government Code, to conduct a private consultation with its attorney(s) on a matter in which the duty of the attorney(s) to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code, regarding and relating to sale of alcoholic beverages.

Item #R10 - Discussion and consideration of any action regarding and relating to the sale of alcoholic beverages.

Adjourn Meeting

Posted at 5:00 p.m. on February 9, 2007
Mario Canizares, City Secretary

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

**OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL
WORK SESSION**

January 23, 2007
6:00 p.m. – Town Hall
5300 Belt Line Road
Upstairs Conference Room

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

Absent: None

Work Session

Item #WS1 - Presentation and discussion regarding traffic count results conducted in the Town of Addison.

Nancy Cline presented the Traffic Study for the three year period ending 2006.

Item #WS2 - Discussion regarding the Parks, Facilities and Streets Naming Guidelines and Policy.

Ron Whitehead led the discussion for naming guidelines and policies.

Item #WS3 - Update regarding the Addison Pacesetters Program.

Slade Strickland and Deena Hermes presented the update for the Addison Pacesetters Program.

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

Mayor

Attest:

City Secretary

**OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL
REGULAR SESSION**

January 23, 2007
7:30 p.m. – Town Hall
5300 Belt Line Road
Council Chambers

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

Absent: None

Regular Session

Item #R1 - Consideration of Old Business.

The following employees were introduced to the Council: Nicole Newkham with the Special Events Department and Isaac Gloger with the Addison Police Department.

Item #R2 - Consent Agenda.

#2a - Approval of the Minutes for the January 23, 2007, Council Meeting. (Approved as written)

Councilmember Mallory moved to duly approve the Minutes for January 23, 2007.

Councilmember Niemann seconded. Motion carried.

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

Item #R3 - Presentation and Recognition of Bunny Summerlin, Executive Director of Metrocrest Social Services.

Bunny Summerlin was recognized and honored by Mayor Chow and the Council for her exemplary service to the Town of Addison as Executive Director of Metrocrest Social Services.

Item #R4 - Presentation to the City Council by Jeff Barker of the Dallas Restaurant Association.

Jeff Barker of the Dallas Restaurant Association made a presentation to the Council.

Item #R5 - Consideration and approval to authorize the City Manager to enter into a contract with Mercury Communication Services, Inc., for the upgrade and installation of the phone system in the amount not to exceed \$207,613.25.

Councilmember Niemann duly moved to approve the contract with Mercury Communication Services, Inc., based on the approval of our City Attorney.

Councilmember Braun seconded. Motion carried.

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

Voting Nay: None

Absent: None

Item #R6 - Consideration of an ordinance granting meritorious exception to Sec. 62-185, Specifications of Signs, for Charter Furniture, located at 15101 Midway Road.

Councilmember Hirsch duly moved to deny a meritorious exception for granting an exception to Charter Furniture, 15101 Midway Road.

Councilmember Kraft seconded. Motion carried.

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

Voting Nay: None

Absent: None

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

Mayor

Attest:

City Secretary

**OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL
SPECIAL MEETING**

January 27, 2007

9:00 A.M.

Addison Service Center Break Room

And Addison Airport Tour

16801 Westgrove Drive

Addison, TX 75001

Present: Mayor Chow, Councilmembers Braun, Hirsch, Kraft, Mallory, Mellow and Neimann

Absent: None

Item #S1 Presentation and Discussion of existing and potential capital projects and operational items (including, among others, the Airport fuel farm and runway) on Addison Airport.

Aaron Russell and Lisa Pyles made the presentation and led the discussion of the Airport capital projects and operations items.

Item #S2 Presentation and Discussion of the Codification of Airport Rules and Regulations on Addison Airport.

Lisa Pyles made the presentation and led the discussion of Codification of Airport Rules and Regulations.

Greg Hirsch left the meeting at 10:00A.M.

Item #S3 Presentation and Discussion of Various Real Estate Matters (including leasing, use and development) on Addison Airport.

Lisa Pyles and Bill Dyer made the presentation and led the discussion of airport real estate matters.

At 11:35 A.M., Mayor Chow announced that the Council would convene into Executive Session to discuss the following item:

Item #ES1 Closed (executive) session of the City Council, pursuant to Section 551.071 of the Texas Government Code, to conduct a private consultation with its attorney(s)

- (i) To seek the advice of its attorney(s) about certain pending litigation, to wit: The City of Addison, Texas v. Transcontinental Realty

- Investors, Inc., et al., No. 05-05-01554-CV, Fifth District Court of Appeals, Dallas, Texas, and
- (ii) On a matter in which the duty of the attorney(s) to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code, regarding and relating to access to Addison Airport.

The Council came out of Executive Session at 12:03 P.M.

Item #S4 Consideration of any action regarding pending litigation, to wit: The City of Addison, Texas v. Transcontinental Realty Investors, Inc., et al., No. 05-05-01554-CV, Fifth District Court of Appeals, Dallas, Texas, and regarding access to Addison Airport.

No action was taken on this item.

Item #S5 Bus Tour of Addison Airport.

There being no further business, the meeting was adjourned after the Bus Tour.

Mayor

Attest:

City Secretary

**OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL
SPECIAL MEETING**

January 29, 2007
6:00 P.M. - Board Room
Addison Conference Centre
15650 Addison Road
Addison, TX 75001

Present: Mayor Chow, Councilmembers Braun, Hirsch, Kraft, Mallory, Mellow
And Neimann

Absent: None

#S1. Discussion regarding the 80th Regular Legislative Session of the Texas Legislature.

- #1a. Discussion regarding appraisal and revenue caps
- #1b. Discussion regarding the Property Tax Code and ad valorem tax appraisals and exemptions (Mayor Chow asked that Item #1b be discussed before #1a) David Moran with Jackson Walker presented this Item.
- #1c. Discussion regarding changes to Regional Transportation Authorities
- #1d. Discussion regarding immigration legislation
- #1e. Discussion regarding casino and video gaming legislation
- #1f. Discussion regarding red light cameras
- #1g. Discussion regarding the need to obtain a legislative advocate

#S2. Consideration of any action regarding and relating to the 80th Regular Legislative Session of the Texas Legislature.

No action was taken on this item.

#S3. Discussion regarding no smoking policies within Addison restaurants.

#S4. Discussion regarding alternative methods for the implementation of the Cotton Belt Rail Line.

#S5. Discussion regarding the recognition of the successful placement of the Cotton Belt Rail Line to the DART 2030 Transit System Plan.

#S6. Discussion regarding Addison Circle Parking.

At 8:51 P.M., Mayor Chow announced that the Council would convene into Executive Session to discuss the following item:

#ES1. Closed (executive) session of the City Council, pursuant to Section 551.071 of the Texas Government Code, to conduct a private consultation with its attorney(s) on a matter or matters in which the duty of the attorney(s) to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code, regarding and relating to sale of alcoholic beverages.

The Council came out of Executive Session at 9:23 P.M.

#S7. Consideration of any action regarding and relating to the sale of alcoholic beverages.

No action was taken on this item.

There being no further business the meeting was adjourned.

Mayor

Attest:

City Secretary

Council Agenda Item: #2b

SUMMARY:

Staff requests the Council pass an ordinance calling an annual municipal election for May 12, 2007. This year Addison will be electing a Mayor and three Councilmembers. The proposed ordinance calling the election is attached.

FINANCIAL IMPACT:

Budgeted Amount: \$N/A
Cost: \$N/A

BACKGROUND:

Candidates for the office of Mayor and Councilmember may begin filing for a place on the ballot on February 12, 2007 and have until March 12, 2007 to file. The Town contracts with the Dallas County Elections Department to hold our election in conjunction with other elections in Dallas County.

RECOMMENDATION:

Staff recommends the Council approve the attached ordinance calling a Municipal Election for May 12, 2007.

ORDINANCE NO. 007-004

AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS CALLING A GENERAL ELECTION TO BE HELD ON MAY 12, 2007, FOR THE PURPOSE OF ELECTING A MAYOR AND THREE (3) COUNCIL MEMBERS FOR TWO (2) YEAR TERMS EACH; DESIGNATING FOUR (4) POLLING PLACES WITHIN THE CITY; ESTABLISHING OTHER PROCEDURES FOR THE CONDUCT OF THE ELECTION; ESTABLISHING A DATE FOR CANVASSING RETURNS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the Town of Addison, Texas (the "City") has determined that the City shall conduct its general municipal election, in conjunction with Dallas County, on the second Saturday in May, 2007 and

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

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

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

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

Section 2. Election Date; Purpose of Election; Officers and Terms of Office. That a general election shall be held in and throughout the City on Saturday, May 12, 2007, for the purpose of electing the following officers:

Mayor for a two (2) year term.

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

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

Section 4. Application for a Place on the Ballot. In accordance with Section 143.007 of the Texas Election Code (the "Code"), any eligible and qualified person may have that person's name printed upon the official ballot as a candidate for the offices

hereinbefore set forth by filing the person's sworn application with the City Secretary not earlier than February 12, 2007 and not later than 5:00 p.m. on March 12, 2007. Each such application shall be on a form as prescribed by Section 141.031 of the Code. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing of the City Secretary as provided by Section 52.094 of the Code. Notice of the time and place for such drawing shall be given in accordance with the Code.

Section 5. Runoff Election. If two or more candidates for a particular office tie for the number of votes required to be elected, there shall be a runoff election held on June 16, 2007. The runoff election shall be held in accordance with the Code.

Section 6. Election Precinct; Polling Place; Election Hours. The corporate limits of the City shall constitute four (4) election precincts for the election. The polling places for the general election shall be the Keller Spring Baptist Church (3227 Keller Spring Road, Carrollton, Texas), Addison Fire Department building (4798 Airport Parkway, Addison, Texas), Addison Fire Station II (3950 Beltway Drive, Addison, Texas), and Loos Field House (3815 Spring Valley, Addison, Texas 75001). In accordance with and pursuant to the requirements of the Code, said polling place shall be open from 7:00 a.m. to 7:00 p.m. on the date of the election.

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

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

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

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

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

Section 13. Early Voting. Early voting by personal appearance shall be conducted in accordance with Section 271.006 of the Texas Election Code. Bruce R. Sherbet, Dallas County Elections Administrator, is hereby appointed the Deputy Early Voting Clerk. Early voting by personal appearance will be conducted beginning Monday, April 30, 2007, and continue through Tuesday, May 8, 2007. Any qualified voter for the Joint Election may also vote early by personal appearance at the main early voting location:

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

Or at any of the following branch locations:

DRAFT COPY

ATTACHMENT D

EARLY VOTING FOR THE MAY 12, 2007
 JOINT ELECTION
 APRIL 30, 2007 THROUGH MAY 8, 2007

ADDISON FIRE STATION #1	4798 AIRPORT PKWY	ADDISON	75240	972-450-7201
Valrie Farmer (J)	3208 Latham	Dallas	75229	214-350-3590
William Boyle	13559 Brook Green	Dallas	75240	972-239-2462
Bilingual Clerk				
BALCH SPRINGS CITY HALL	3117 HICKORY TREE	BALCH SPGS	75180	
Helen Contreras (JB)	3328 Shepherd Ln #105	Balch Spgs	75180	469-964-5485
Stanley Schaeffer	10117 Robin Hill	Dallas	7238	214-348-5214
Clerk				
BARBARA BUSH MIDDLE SCHOOL	515 COWBOYS PKWY	IRVING	75063	972-432-0390
Deborah Stanglin (J)	2340 Riverhill	Irving	75061	972-785-9428
Colleen Stanglin	2321 E Union Bower	Irving	75061	972-721-0020
Bilingual Clerk				
BECKLEY SANER REC CENTER	114 W HOBSON	DALLAS	75224	214-697-7382
Mary Nelson (J)	1803 Morris	Dallas	75212	214-747-0872
Clerk				
Bilingual Clerk				
THE BRADFORD @ LINCOLN PK	8201 CENTRAL EXWY	DALLAS	75225	
Pamela Thomas (J)	5349 Goodwin	Dallas	75206	214-826-9471
Lucy Reyes (B)	10683 Pagewood	Dallas	75230	214-363-8633
Magda Fry (B)	204 Duke	Garland	75043	972-926-4741
Sally Garcia	5624 Anita	Dallas	75206	214-827-2308
CARROLLTON-FR BR ISD ADMIN	1445 N PERRY	CARROLLTON	75006	972-466-6153
Joseph Sperandeo (JB)	2102 Chestnut Hill	Richardson	75082	972-669-8606
Clerk				
Clerk				

CEDAR HILL ISD ADM	270 S HWY 67	CEDAR HILL	75104	972-291-5228
Lucie Weaver (J)	301 Cindy Way	DeSoto	75115	972-223-4350
Mary Field	2400 Bolton Boone#2218	DeSoto	75115	972-709-6156
Theresa Ryan (B) pt	311 Omaha	Duncanville	75116	972-298-9624
Sandy Sanchez (B) pt	2617 Arlington Ln	Lancaster	75134	972-227-2041
CHURCHILL REC CENTER	6906 CHURCHILL WAY	DALLAS	75230	
Marjorie Rosenfield (J)	4000 Noel Rd #603	Dallas	75240	972-490-1838
Theresa Mosczynski	900 Dumont Dr	Richardson	75080	
Carolyn Tirado (B)	4071 Dunhaven	Dallas	75220	214-351-6339
COCKRELL HILL CITY	4125 W CLARENDON	DALLAS	75211	214-215-6812
Margaret Lopez (J)	3820 Cheyene	Irving	75038	972-570-8322
Carolyn McGee	400 Inner Circle	Irving	75060	972-342-8608
Darlene Morse	1801 Marie Ln	Irving	75060	972-253-2705
COPPELL TOWN CENTER	255 W PARKWAY BLVD	COPPELL	75019	
Elizabeth Nelson (J)	204 Samuel #I 1	Coppell	75019	972-393-7414
Jim McMichael	3124 Pin Oak	Fr Br	75234	972-488-8447
Bilingual Clerk				
DALLAS CITY HALL	1500 MARILLA	DALLAS	75201	
Kathleen Sechrist (J)	7450 Hunnicutt #2059	Dallas	75227	214-381-3477
Clerk				
Bilingual Clerk				
DALLAS 1ST ASSEMBLY OF GOD	11000 E NORTHWEST HWY	DALLAS	75238	214-341-2981
LuAnn Pehle (J)	2102 Clearfield	Richardson	75081	972-235-8509
Martha Wood	2315 Kingswood	Dallas	75228	214-327-7842
Gregory Byrne	4515 Live Oak #319	Dallas	75204	469-441-2803
Sandra Perez (B)	810 W Ave F	Garland	75040	214-808-1554
DALLAS ISD ADMIN BLDG	3700 ROSS AVE	DALLAS	75202	
Eloise Edwards (J)	107 Deepwood	Dallas	75217	214-398-0761
Clerk				
Bilingual Clerk				
DESOTO TOWN CTR LIBRARY	211 E PLEASANT RUN	DESOTO	75115	972-274-0326
Vicki Redd (J)	2 Pecan Crossing #4013	DeSoto	75115	972-228-4230
Jimmy Meadors	928 Oak Trail	DeSoto	75115	972-223-9663
Clerk				
Bilingual Clerk				

DUNCANVILLE LIBRARY	201 JAMES COLLINS	DUNCANVILLE	75137	972-296-4563
Juanita Swafford (J)	1047 Quail Run	Duncanville	75116	972-298-1529
Richard Sifford (pt)	707 Hill City	Duncanville	75116	972-298-5509
Nettie McWhirter (pt)	315 W Fain	Duncanville	75116	972-298-4754
Glorinda Trevino (B)	741 Princeton	DeSoto	75115	972-274-0936
DUNFORD REC CNTR	1015 GREEN CANYON	MESQUITE	75149	972-681-8672
Ernestine Bridges (J)	2202 Schirra Way	Mesquite	75150	972-270-5508
Reta McMillan	2215 Borman	Mesquite	75150	972-279-5137
Darlene House pt	1205 Greenway	Mesquite	75149	972-285-3986
Rosa Wylie pt	210 Fielding	Mesquite	75149	972-285-1213
Jennifer Johnson(B)pt	1119 Hidden Ridge	Mesquite	75181	972-222-5725
Norma DeLay (B) pt	2806 Linhaven	Mesquite	75150	972-279-2392
FARMERS BRANCH CITY HALL	13000 WILLIAM DODSON FR BR		75234	972-919-2692
Judge				
Clerk				
Bilingual Clerk				
FRANKFORD TOWN HOMES	18110 MARSH LANE	DALLAS	75287	972-662-1925
Victor Davis (J)	5840 Spring Valley #1211	Dallas	75254	214-460-6216
Clerk				
Bilingual Clerk				
FRETZ PARK REC CNTR	6950 BELT LINE	DALLAS	75240	214-670-6239
Roger Robinson (J)	3611 Chellen	Fr Br	75234	972-247-6686
Billie Robinson	3611 Chellen	Fr Br	75234	972-247-6686
Jerry Southerland	3223 High Vista	Dallas	75234	972-247-9945
Rosa Prieto (B)	10619 Stone Canyon	Dallas	75230	214-363-2602
GARLAND CITY HALL	200 N FIFTH ST	GARLAND	75040	972-205-2838
Pat Shaw (J)	3214 Centennial	Garland	75042	972-272-9860
Martha Harvey	1206 Vicksburg	Garland	75041	972-271-3338
Wanda Beene	4213 Augusta	Garland	75041	972-271-3356
Bilingual Clerk				
GARLAND ISD STUDENT SERVICES	720 STADIUM DR	GARLAND	75040	
Wanda Carter (J)	1217 Travis	Garland	75040	972-276-5308
Clerk				
Bilingual Clerk				

GARNER ELEMENTARY	145 POLO ROAD	GR PR	75052
Alta Brown (J)	1413 Roman Rd	Gr Pr	75050 972-263-2997
Howard Brown	1413 Roman Rd	Gr Pr	75050 972-263-2997
Virginia Green (B)	2718 Ozark	Gr Pr	75052 972-647-2718
GLENN HEIGHTS CITY HALL	1938 S HAMPTON RD	GLENN HGTS	75154
Pamela Deal Chance (J)	1725 Glenn Ln	Glenn Hgts	75154 972-223-6115
Gay Harcourt	711 Barton	Glenn Hgts	75154 972-223-2452
Evangalina Gonzales (B)	2115 South Uhl	Glenn Hgts	75154 972-223-6552
GR PR DEVELOPMENT CENTER	206 W CHURCH	GR PR	75050 972-237-8492
Sharon Vaca (J)	1115 Fawn Ridge	Duncanville	75137 972-298-1333
Jerry Vaca	1115 Fawn Ridge	Duncanville	75137 972-298-1333
Jill Reaves	1309 NW 14 th	Gr Pr	75050 972-263-6845
Olga Reynaga (B)	1218 Cielo Vista	Gr Pr	75052 972-262-0751
GRAUWYLER REC CENTER	7780 HARRY HINES	DALLAS	75235 214-670-7127
Richard Buck (J)	2703 Alan-Dale	Irving	75061 972-986-9168
Alla Buck	2703 Alan-Dale	Irving	75061 972-986-9168
Benny Ruiz (B)	3524 Word St	Dallas	75204 214-827-8629
HARRY STONE REC CNTR	2403 MILLMAR	DALLAS	75228 214-670-0326
Bergen Hall (J)	11114 Cotillion	Dallas	75228 972-279-9248
Ruth Potter (pt)	8525 San Fernando	Dallas	75218 214-321-2176
Billy Cliff	2251 Highwood	Dallas	75228 214-321-2262
Manuella DeSoisson (B)	323 Southerland	Mesquite	75150 972-289-0908
HIGHLAND HILLS LIBRARY	3624 SIMPSON STUART	DALLAS	75241
Phyllis Manuel (J)			
Clerk			
Bilingual Clerk			
HIGHLAND PARK ISD ADMIN	7015 WESTCHESTER DR	DALLAS	75205
Judge			
Clerk			
Bilingual Clerk			
HUTCHINS CITY HALL	321 N MAIN	HUTCHINS	75141 972-225-1371
Patricia Pritchett (J)	1614 Dowdy Ferry	Hutchins	75141 972-225-3159
Billie Durrant	919 N Main (PO Box 859)	Hutchins	75141 972-225-8404
Bilingual Clerk			

IRVING ARTS CNTR	3333 N MCARTHUR	IRVING	75061	972-570-7134
John Carpenter (J)	203 Countryside	Irving	75062	972-256-4233
Walter Robinson	1120 Janell Dr	Irving	75062	972-255-8086
Gloria Quintana (B)	2617 Briarcliff Dr	Irving	75062	972-258-5084
IRVING CITY HALL	825 W IRVING BLVD	IRVING	75060	972-254-1382
Earlene Matkin (J)	505 McCoy Dr	Irving	75062	972-255-0122
Dan Matkin	505 McCoy Dr	Irving	75062	972-255-0122
Nestor Velazco (B)	6445 Love Dr #1029	Irving	75039	972-831-0422
Enrique Hinojosa (B)	1413 Keeler	Irving	75060	972-254-2087
JOSEY RANCH LIBRARY	1700 KELLER SPRINGS	CARROLLTON	75006	
Bob Schies (J)	3523 Brookhaven Club	Fr Br	75234	972-488-0126
Judy Schies	3523 Brookhaven Club	Fr Br	75234	972-488-0126
Betty Gielow	1628 Banbury Ln	Carrollton	75006	972-418-5214
Mary Perez (B)	13731 Goldmark#1113	Dallas	75240	972-792-0767
LANCASTER ISD ADMIN BLDG	422 S CENTRE AVE	LANCASTER	75146	
Robert Heard (J)	624 Missionary Ridge	DeSoto	75115	972-274-4211
Clerk				
Bilingual Clerk				
LANCASTER REC CNTR	1700 VETERANS MEMORIAL PKWY	LANCASTER	75134	972-227-7032
Gladys Ivy (J)	1545 Warick	Lancaster	75134	972-227-4687
Jearldene Anderson	1025 Brookhaven	Lancaster	75134	972-218-9520
Lula Rosmon	1537 Aberdeen	Lancaster	75134	972-227-5668
Bilingual Clerk				
MARTIN LUTHER KING CORE	2922 M L K BLVD	DALLAS	75215	214-670-8410
Jacqueline Fain (J)	10030 Pebble Valley	Dallas	75217	214-235-8514
Hosea Fain Jr	10030 Pebble Valley	Dallas	75217	214-235-8514
Margaret Solis	6449 Lazy River	Dallas	75241	214-375-9815
Leonard Lee (B)	2414 Dyson Dr	Dallas	75215	214-428-1598
MARTIN WEISS REC CNTR	1111 MARTINDELL	DALLAS	75211	214-670-1996
Mary Flores (JB)	9634 Sophora	Dallas	75249	972-782-2379
Ben Black	1009 Forest Glen	DeSoto	75115	972-223-3838
Sandra Black	1009 Forest Glen	DeSoto	75115	972-223-3838
Mary Casarez (B)	2507 Alco	Dallas	75211	214-337-6201

MOUTAIN CREEK LIBRARY	6102 MT CREEK BLVD	DALLAS	75249	214-683-4559
Donald Boldt (J)	215 Meadowlark	Duncanville	75137	972-298-4878
JoAnn Boldt	215 Meadowlark	Duncanville	75137	972-298-4878
Mary White (B)	1811 Rocky Creek	Duncanville	75137	
NORTHWAY BAPTIST CHURCH	3877 WALNUT HILL	DALLAS	75229	214-358-0246
Louise Gee (J)	3919 Royal Palms	Dallas	75234	214-247-6298
William Long	3110 Whitemarsh	Dallas	75234	972-247-3051
Carolyn Kirkham	4127 Courtshire	Dallas	75229	214-351-4090
Bilingual Clerk				
OAK CLIFF SUB COURTHOUSE	410 S BECKLEY	DALLAS	75203	214-943-5840
Diana Broadus (J)	3334 Seevers	Dallas	75216	972-230-7016
Kathryn Williams (D)pt	4835 Bismark	Dallas	75216	214-371-9574
Lillie Medlin (D)pt	1431 Wagon Wheel Tr	Dallas	75241	214-374-8439
Akil Broadus (D)pt	3334 Seevers	Dallas	75216	214-376-2083
Lovie Shannon (D) pt	5747 Trio	Dallas	75241	214-376-9416
Sherrie Davis-Polk(D)pt	1515 E Elmore	Dallas	75216	214-375-7699
Vergie Thomas (D) pt	4306 Elk Horn Tr	Dallas	75216	214-375-1837
Dorothy Jackson (D) pt	1527 E Elmore	Dallas	75216	214-375-5292
Refugia Soto (DB) pt	1821 W 10 th St	Dallas	75208	214-942-3626
Barbara O'Neal(D) pt	4824 Bismark	Dallas	75216	214-371-9574
Kenneth Hamilton(D) pt	3334 Seevers	Dallas	75216	972-230-7016
Raul Ramirez (DB) pt	106 N Winnetka	Dallas	75208	214-943-9157
Juanita Greer (D) pt	1103 E Waco	Dallas	75216	214-948-9353
Bobbie J Davis (D)pt	1515 E Elmore	Dallas	75216	214-372-5026
Velma Ceasar (D) pt	1415 Autumn Leave Tr	Dallas	75214	214-372-1651
DeVonne Foutz (D) pt	3325 E Perryton	Dallas	75224	214-331-5681
Erma Ceasar (D) pt	410 Du Bois Ave	Dallas	75203	
PLEASANT OAKS REC CNTR	8701 GREENMOUND	DALLAS	75227	214-670-0332
Shirley Davidson (J)	123 Deepwood	Dallas	75217	214-398-1736
Delia Bahena (B)	6367 Fenway	Dallas	75215	214-398-7114
Eva Grace Warren	6246 Godfrey	Dallas	75217	214-398-7895
George Siggers	5642 Winding Woods	Dallas	75227	214-388-4624
RECORDS BUILDING	509 MAIN ST	DALLAS	75202	214-653-7015
Percy Walker (J)	630 Parkwood	Dallas	75224	214-374-2971
Bill Abbott	10554 Creekmere	Dallas	75218	214-327-1020
Kenneth Prentice	9016 Sorrento	Dallas	75228	214-327-0177
Mary DeLeon (B)	2535 Marvin	Dallas	75211	214-331-4417

RENNER-FRANKFORD LIBRARY	6400 FRANKFORD	DALLAS	75252	214-243-2674
Jerome Hurster (J) Clerk Bilingual Clerk	1212 Spruce	Richardson	75080	972-231-4374
REVERCHON REC CNTR	3505 MAPLE	DALLAS	75219	214-632-1926
Joe Burkleo (J) Clerk Bilingual Clerk	545 Lacewood	Dallas	75224	214-371-0677
RICHARDSON CIVIC CENTER	411 W ARAPAHO	RICHARDSON	75080	972-907-2349
Helen (Carol) Knowles (J) Don Boswell Judith Vanderbur Yolanda Guerra (B)	711 Winchester 2015 Custer 707 North Hill 5657 Amesbury #1701	Richardson Richardson Richardson Dallas	75080 75080 75080 75206	972-231-0272 972-235-6934 972-238-7190 214-288-8683
ROWLETT CITY HALL ANNEX	4004 MAIN	ROWLETT	75088	972-507-8823 Ext. 5143
John Schroy (J) James Wright Lillian Honza pt Willie Honza pt Frances Trevino (B)	7802 Princeton 5508 Flamingo 1302 Camelot 1302 Camelot 4005 Hickox Rd	Rowlett Rowlett Rowlett Rowlett Rowlett	75088 75089 75088 75088 75089	972-475-2310 972-475-0705 972-463-4196 972-463-4196 972-475-0705
SACHSE CITY HALL	5560 HIGHWAY 78	SACHSE	75048	972-495-1212 ext 38
Janet Hurley (J) Beverly Grindele Bilingual Clerk	3120 Creek Hollow 3208 Willow Creek Ct	Sachse Sachse	75048 75048	972-429-9322 972-530-9665
SAMUEL GRAND REC CNTR	6200 EAST GRAND	DALLAS	75223	214-670-0673
Debbie Smith (J) Mary Bryson pt Isacc Bryson pt Robert Kiley Beatrice Alvarez (B)	2604 Norwood 9762 Twin Creek 9762 Twin Creek 9608 Bill Browne 7510 E Grand #1104	Dallas Dallas Dallas Dallas Dallas	75228 75228 75228 75243 75214	214-324-2314 214-327-7877 214-327-7877 214-340-9495 214-328-6406
SEAGOVILLE CITY HALL	702 N HWY 175	SEAGOVILLE	75159	972-287-7044
Pat Bearden (J) Barbara Shepard Reba Groblebe	106 Cundiff 800 Ballard 722 N Kaufman	Seagoville Seagoville Seagoville	75159 75159 75159	972-287-2138 972-287-1743 972-287-2921

SUNNYVALE TOWN HALL	127 COLLINS RD	SUNNYVALE	75182	
Clarissa Gates (J) Clerk Bilingual Clerk	2800 Helen	Mesquite	75181	972-222-5452
VETERANS ADMIN MED CENTER	4500 S LANCASTER	DALLAS	75216	214-371-6753
Yvonne Williams (J)	1145 Waweenoc	Dallas	75216	214-376-8968
Ola Mae Williams pt	1145 Waweenoc	Dallas	75216	214-376-8968
Norma Harris pt	PO Box 398524	Dallas	75339	214-395-5780
Sandra Cole-Williams	2014 Didsburg Cr #D	Dallas	75224	
Amanda Deleon (B)	1126 E Five Mile	Dallas	75216	214-371-3817
WEST DALLAS MULTIPURPOSE CENTER	2828 FISHTRAP	DALLAS	75212	214-670-6041
Deborah Culberson (J)	3130 Kingsbridge B1#14	Dallas	75212	214-951-7990
Ruby Jo Daniels	606 Penguin	Dallas	75241	214-374-5947
Matilda Robles (B)	3919 Ingersol	Dallas	75212	214-870-0760
WILMER COMMUNITY CNTR	101 DAVIDSON PLAZA	WILMER	75172	972-441-3077
Mary McDonald (J)	931 Fulghum	Hutchins	75141	972-225-1882
Lorrie McDonald	1826 E Beltline	Wilmer	75172	

02-02-2007 subject to change

DRAFT COPY
EARLY VOTING MOBILE SITES FOR MAY 12, 2007
MESQUITE ISD BOND ELECTION

MONDAY APRIL 30, 2007

POTEET HIGH SCHOOL 3300 POTEET DR MESQUITE, TX 75150 7:00am to 5:00pm
Frances Derrick (J) 2414 Fulton Mesquite, Tx 75150 972-681-3006
Clerk
Bilingual Clerk

TUESDAY MAY 1, 2007

WEST MESQUITE HIGH 2500 MEMORIAL PKWY MESQUITE, TX 75149 7:00am to 5:00pm
Frances Derrick (J) 2414 Fulton Mesquite, Tx 75150 972-681-3006
Clerk
Bilingual Clerk

NORTH MESQUITE HIGH 18201 LBJ FRWY MESQUITE, TX 75150 6:00pm to 9:00pm
Judge
Clerk
Bilingual Clerk

WEDNESDAY MAY 2, 2007

HORN HIGH SCHOOL 3300 CARTWRIGHT RD MESQUITE, TX 75181 7:00am to 5:00pm
Frances Derrick (J) 2414 Fulton Mesquite, Tx 75150 972-681-3006
Clerk
Bilingual Clerk

THURSDAY MAY 3, 2007

MESQUITE HIGH SCHOOL 300 EAST DAVIS MESQUITE, TX 75149 7:00am to 5:00pm
Frances Derrick (J) 2414 Fulton Mesquite, Tx 75150 972-681-3006
Clerk
Bilingual Clerk

BLACK ELEMENTARY 328 E NEWSOM MESQUITE, TX 75149 5:30pm to 8:30pm
Judge
Clerk
Bilingual Clerk

TERRY MIDDLE SCHOOL 2351 EDWARDS CHURCH MESQUITE, TX 75181 5:30pm to 8:30pm
Judge
Clerk
Bilingual Clerk

FRIDAY MAY 4, 2007

NORTH MESQUITE HIGH 18201 LBJ FRWY MESQUITE, TX 75150 7:00am to 5:00pm
Frances Derrick (J) 2414 Fulton Mesquite, Tx 75150 972-681-3006
Clerk
Bilingual Clerk

HORN HIGH SCHOOL 3300 CARTWRIGHT RD MESQUITE, TX 75181 5:30pm to 8:30pm
Judge
Clerk
Bilingual Clerk

MONDAY MAY 7, 2007

AC NEW MIDDLE SCHOOL 3700 S. BELTLINE MESQUITE, TX 75181 7:00am to 5:00pm
Frances Derrick (J) 2414 Fulton Mesquite, Tx 75150 972-681-3006
Clerk
Bilingual Clerk

TUESDAY MAY 8, 2007

THOMPSON ELEMENTARY 2525 HELEN LN MESQUITE, TX 75181 5:30pm to 8:30pm
Judge
Clerk
Bilingual Clerk

HODGES ELEMENTARY 14401 SPRINGS BALCH SPRINGS, TX 75180 5:30pm to 8:30pm
Judge
Clerk
Bilingual Clerk

MESQUITE HIGH SCHOOL 300 EAST DAVIS MESQUITE, TX 75149 6:00pm to 9:00pm
Judge
Clerk
Bilingual Clerk

POTEET HIGH SCHOOL 3300 POTEET DR MESQUITE, TX 75150 6:00pm to 9:00pm
Judge
Clerk
Bilingual Clerk

FLORENCE ELEMENTARY 4621 GLENEAGLE MESQUITE, TX 75150 6:00pm to 9:00pm
Judge
Clerk
Bilingual Clerk

GALLOWAY ELEMENTARY 2329 CANDLEBERRY MESQUITE, TX 75149 6:00pm to 9:00pm
Judge
Clerk
Bilingual Clerk

WEST MESQUITE HIGH 2500 MEMORIAL ,PKWY MESQUITE, TX 75149 6:00pm to 9:00pm
Judge
Clerk
Bilingual Clerk

02/02/07 Subject to Change

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

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

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

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

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

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

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

Section 15. Canvassing of Returns. In accordance with the Code, the City Council of the City shall convene on May 22, 2007, at 7:30 o'clock p.m. to canvass the returns of the election.

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

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

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS,
the 13th day of February 2007.

MAYOR

ATTEST:

CITY SECRETARY

Council Agenda Item: #2c

SUMMARY:

Staff requests the Council to authorize the City Manager to enter into a joint election agreement in an approximate amount of \$6,000.00 with Dallas County to conduct Addison's Municipal Election on May 12, 2007.

On February 13, 2007, the Council is considering the approval of an ordinance calling for the 2007 Municipal Election. Staff is recommending that the Town contract with Dallas County Elections to hold the election. We have met with the staff at Dallas County, and they have offered the draft of the final contract, which is attached. Because it is a joint election, Dallas County cannot give us the final cost until all cities that are going to participate have committed. The election typically runs less than \$6,000.00; however, we will not know the exact amount until after the election is over and all costs are determined.

FINANCIAL IMPACT:

Budgeted Amount: \$4,500.00

BACKGROUND:

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

RECOMMENDATION:

Staff recommends approval or a Resolution authorizing the City Manager to enter into a joint election agreement in an approximate amount of \$6,000.00 with Dallas County to conduct Addison's Municipal Election on May 12, 2007.

RESOLUTION NO. R07-001

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A JOINT ELECTION AGREEMENT IN THE APPROXIMATE AMOUNT OF \$6,000.00 WITH DALLAS COUNTY TO CONDUCT ADDISON'S ELECTION ON MAY 12, 2007.

WHEREAS, the Council approved an Ordinance calling for a 2007 Municipal Election on the February 13, 2007 agenda; and,

WHEREAS, the staff is recommending the Town contract with Dallas County Elections to hold the election; and,

WHEREAS, because it is a Joint election, Dallas County cannot give the Town the final cost until all cities that are going to participate have committed; and,

WHEREAS, the election typically runs less than \$6,000.00, however, the exact amount until after the election is over and all costs are determined; and,

WHEREAS, the Town would like to continue using the Dallas County Elections Division to conduct the elections; and,

WHEREAS, overall the Town has been very pleased with the service Dallas County has provided to us for the last elections, and the countywide election system provides more opportunities for our residents to vote during early voting; now, therefore,

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

THAT, the City Council does hereby authorize the City Manager to enter into a joint election agreement in the approximate amount of \$6,000.00 with Dallas County to conduct Addison's Elections on May 12, 2007.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this 13th day of February, 2007.

Mayor

ATTEST:

City Secretary

Signed by March 2
returned

JOINT ELECTION AGREEMENT
AND
ELECTION SERVICE CONTRACT
BETWEEN
DALLAS COUNTY
AND

TOWN OF ADDISON (TOA)
CITY OF BALCH SPRINGS (COBS)
CITY OF CEDAR HILL (COCdH)
CITY OF COCKRELL HILL (COCKH)
CITY OF DALLAS (COD)
CITY OF DESOTO (CODe)
CITY OF DUNCANVILLE (CODu)
CITY OF FARMERS BRANCH (COFB)
CITY OF GARLAND (COG)
CITY OF GLENN HEIGHTS (COGH)
CITY OF GRAND PRAIRIE (COGP)
CITY OF HUTCHINS (COH)
CITY OF IRVING (COI)
CITY OF LANCASTER (COL)
CITY OF MESQUITE (COM)
CITY OF RICHARDSON (COR)
CITY OF ROWLETT (CORw)
CITY OF SACHSE (COS)
CITY OF SEAGOVILLE (COSe)
TOWN OF SUNNYVALE (TOS)
CITY OF WILMER (COW)
DALLAS COUNTY SCHOOL BOARD
CARROLLTON-FARMERS BRANCH INDEPENDENT SCHOOL DISTRICT (CFBISD)
CEDAR HILL INDEPENDENT SCHOOL DISTRICT (CHISD)
COPPELL INDEPENDENT SCHOOL DISTRICT (CPISD)
DALLAS INDEPENDENT SCHOOL DISTRICT (DISD)
DESOTO INDEPENDENT SCHOOL DISTRICT (DeISD)
DUNCANVILLE INDEPENDENT SCHOOL DISTRICT (DuISD)
GARLAND INDEPENDENT SCHOOL DISTRICT (GISD)
GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT (GPISD)
HIGHLAND PARK INDEPENDENT SCHOOL DISTRICT (HPISD)
IRVING INDEPENDENT SCHOOL DISTRICT (IISD)
LANCASTER INDEPENDENT SCHOOL DISTRICT (LISD)
MESQUITE INDEPENDENT SCHOOL DISTRICT (MISD)
RICHARDSON INDEPENDENT SCHOOL DISTRICT (RISD)
SUNNYVALE INDEPENDENT SCHOOL DISTRICT (SuISD)

FOR THE CONDUCT OF A JOINT ELECTION
TO BE HELD SATURDAY, MAY 12, 2007

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

1. JURISDICTION

- 1.1 Dallas County plans to hold a Local Option Election on May 12, 2007 in the Justice of the Peace, Original Precinct 2 in ___ Dallas County voting precincts.

General

1.2 The Town of Addison (TOA) plans to hold a Municipal Election on May 12, 2007 for ^{General} 3 City Councilmembers at-large and a mayoral position in 4 Dallas County voting precincts. The City of Balch Springs (COBS) plans to hold a General Municipal Election on May 12, 2007 for City Councilmember Places 3,5,7, and mayoral position in 12 Dallas County voting precincts. The City of Cedar Hill (COCdH) plans to hold a General Municipal Election for City Councilmember Places 3 and 5 on May 12, 2007 in 9 Dallas County voting precincts and 1 Ellis County voting precinct. The City of Cockrell Hill (COckH) plans to hold a General Municipal Election on May 12, 2007 for City Councilmember Places 3, 4 and 5 in 1 Dallas County voting precinct. The City of Dallas plans to hold a General Municipal Election on May 12, 2007 for City Councilmember Places 1,2,3,4,5,6,7,8,9,10,11,12,13,14 and Mayoral position in 395 Dallas County voting precincts and 11 Collin County voting precincts, and 8 Denton County voting precinct. The City of DeSoto (CODe) plans to hold a General Municipal Election on May 12, 2007 for City Councilmember Places 3, 5 and mayoral position in 21 Dallas County voting precincts. The City of Duncanville (CODu) plans to hold a General Municipal Election on May 12, 2007 for City Councilmember Districts 1, 3, 5 and a Council Member at-large in 14 Dallas County voting precincts. The City of Farmers Branch (COFB) plans to hold a General Municipal Election on May 12, 2007 for City Councilmember Places 1 and 4, and a Special Referendum Election in 13 Dallas County voting precincts. The City of Garland plans to hold a General Municipal Election for City Councilmember Districts 3,6,7,8,mayoral position and a Bond Election in 55 Dallas County voting precincts and 2 Collin County voting precincts. The City of Glenn Heights plans to hold a General Municipal Election for City Councilmember Places 2,4,6 and mayoral position in 1 Dallas County voting precinct and 1 Ellis County voting precinct. The City of Grand Prairie (COGP) plans to hold a Special Election for a proposition and a General Municipal Election on May 12, 2007 for City Councilmember Districts 2, 4, and mayoral position in 28 Dallas County voting precincts and 1 Ellis County voting precinct. The City of Hutchins (COH) plans to hold a General Municipal Election on May 12, 2007 for three (3) City Councilmembers at-large in 3 Dallas County voting precincts. The City of Irving (COI) plans to hold a General Municipal Election on May 12, 2007 for City Councilmember Places 1, 2, and 7 in 52 Dallas County voting precincts. The City of Lancaster (COL) plans to hold a General Municipal Election on May 12, 2007 for City Councilmember Districts 1,3, and 5 in 10 Dallas County voting precincts. The City of Mesquite (COM) plans to hold a General Municipal Election on May 12, 2007 for City Councilmember Places 1, 2, 6 and mayoral position in 36 Dallas County voting precincts and 2 Kaufman County voting precincts. The City of Richardson (COR) plans to hold a General Municipal Election on

May 12, 2007 for City Councilmember Places 1,2,3,4,5,6,7 and mayoral position in 23 Dallas County voting precincts, and 6 Collin County voting precincts. The City of Rowlett (CORw) plans to hold a Special Election to fill a vacancy in City Councilmember Place 3, and a General Municipal Election on May 12, 2007 for City Councilmember Places 2,4,6 and mayoral position in 7 Dallas County voting precincts and 2 Rockwall County voting precincts. The City of Sachse (COS) plans to hold a General Election on May 12, 2007 for City Councilmember Places 5 and 6, and a mayoral position in 2 Dallas County voting precincts and 2 Collin County voting precincts. The City of Seagoville (COSe) plans to hold a General Municipal Election on May 12, 2007 for City Councilmember Places 2,4 and mayoral position in 3 Dallas County voting precincts and 1 Kaufman County voting precinct. The Town of Sunnyvale (TOS) plans to hold a General Election on May 12, 2007 for two (2) Councilmembers at-large, a mayoral position in 1 Dallas County voting precinct. The City of Wilmer (COW) plans to hold a General Municipal Election on May 12, 2007 for three (3) City Councilmembers at-large, in 1 Dallas County voting precinct.

- 1.3 The Dallas County School Board (DCSB) plans to hold on May 12, 2007 a Board of Trustee's Election for Districts 2,3 and a Board of Trustee at-large, in 687 Dallas County voting precincts located wholly or partially within the District and Dallas County.
- 1.4 The Carrollton Farmers Branch Independent School District (CFBISD) plans to hold a Board of Education Trustee Election on May 12, 2007 for Places 5,6 and 7 in 37 Dallas County voting precincts and 16 Denton County voting precincts located wholly or partially within the District. The Cedar Hill Independent School District (CHISD) plans to hold a Board of Education Trustee Election on May 12, 2007 for Places 1 and 2 in 17 Dallas County voting precincts located wholly or partially within the District. The Coppell Independent School District (CpISD) plans to hold a Board of Education Trustee Election on May 12, 2007 for Places 1,2 and 3 in 21 Dallas County voting precincts located wholly or partially within the District. The Dallas Independent School District (DISD) plans to hold a Board of Education Trustee Election on May 12, 2007 for Districts 4, 5, and 7 in 117 Dallas County voting precincts located wholly or partially within the District. The DeSoto Independent School District (DeISD) plans to hold a Board of Education Trustee Election on May 12, 2007 for Places 1 and 2 in 23 Dallas County voting precincts located wholly or partially within the District. The Duncanville Independent School District (DuISD) plans to hold a Board of Education Trustee Election on May 12, 2007 for Places 1, 2 and 3 in 32 Dallas County voting precincts located wholly or partially within the District. The Garland Independent School District

(GISD) plans to hold a Board of Education Trustee Election on May 12, 2007 for Places 1, 2 and 3 in 65 Dallas County voting precincts located wholly or partially within the District. The Grand Prairie Independent School District (GPISD) plans to hold a Special Election to fill a vacancy in Place 3 an unexpired term, and a Board of Education Trustee Election for Places 1, 2 on May 12, 2007 in 40 Dallas County voting precincts located wholly within the District. The Highland Park Independent School District (HPISD) plans to hold a Board of Education Trustee Election on May 12, 2007 for Districts 3, 4, and 5 in 19 Dallas County voting precincts located wholly or partially within the District. The Irving Independent School District (IISD) plans to hold a Board of Education Trustee Election on May 12, 2007 for Places 5, 6 and 7 in 48 Dallas County voting precincts located wholly or partially within the District. The Lancaster Independent School District (LISD) plans to hold a Special Bond Election and a Board of Education Trustee Election on May 12, 2007 for Districts 3 and 6 in 16 Dallas County voting precincts located wholly or partially within the District. The Mesquite Independent School District (MISD) plans to hold a Special Bond Election and a Board of Trustee Election on May 12, 2007 for Places 1 and 2 in 48 Dallas County voting precincts located wholly or partially within the District. The Richardson Independent School District (RISD) plans to hold a Board of Education Trustee Election on May 12, 2007 for Places 3, 4 and 5 in 74 Dallas County voting precincts located wholly or partially within the District. The Sunnyvale Independent School District (SuISD) plans to hold a Board of Education Trustee Election on May 12, 2007 for Places 6 and 7 in 1 Dallas County voting precinct located wholly or partially within the District.

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

2. ADMINISTRATION

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

3. LEGAL DOCUMENTS

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

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

4. DIRECT RECORD VOTING SYSTEM/OPTICAL SCAN

4.1 Each participating authority agrees that voting at the joint election will be by use of a direct record and optical scan voting system approved by the Secretary of State in accordance with the Texas Election Code. DCED will be responsible for the preparation of programs and the testing of the direct record system and optical scan system used for tabulating the ballots. Testing of the direct record equipment will be conducted at the Elections Department, 2377 N. Stemmons Frwy, Suite 820, Dallas beginning Thursday, April 26, 2007 at 10:00 am and testing of the optical scan equipment will be conducted at the Election Equipment Warehouse, 1506 East Langdon Road, Hutchins beginning Monday, April 16, 2007 at 10:00 am, and before ballots are tabulated at the scheduled polling locations listed in Section 13 of this contract and Attachment "B" by the presiding judges. DCED agrees to establish ten (10) regional sites and a central counting station to receive and tabulate the voted ballots and provisional ballots as outlined in Section 9 of this agreement.

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

4.3 It is estimated that 1,108 geminis, 404 precinct tabulators, 312 iVotronics, 447 ADA Terminals, and 52 Master PEB's will be needed to conduct the May 12, 2007 Joint Election. The cost of the direct record voting system for the election will be determined by multiplying the total number of iVotronics by \$250.00 each, ADA Terminals by \$300.00 each, and Master PEB's at no cost each. The cost for the use of the gemini voting booths will be \$35.00 each. The cost for the use of the precinct tabulators will be \$175.00 each (See Attachment "A"). It is agreed by all entities that ADA voting terminals will be used during the Joint Election in accordance with the Help America Vote Act (HAVA), and that the said terminals will be part of the Joint Election Agreement.

5. VOTING LOCATIONS

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

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

6. ELECTION JUDGES, CLERKS AND OTHER ELECTION PERSONNEL

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

- 6.2 In compliance with the Federal Voting Rights Act of 1965, as amended, precincts containing more than 5% Hispanic population, according to the 2000 census statistics, are required to have interpreter assistance. If a presiding judge is not bilingual and is unable to hire a bilingual clerk, DCED may make a recommendation. If DCED is unable to make a recommendation, the participating authorities shall be notified and responsible for providing a recommendation for the precinct.
- 6.3 DCED is responsible for notifying all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve. The presiding judge, with assistance from DCED, will be responsible for insuring the eligibility of each appointed clerk hired to assist the judge in the conduct of the election.
- 6.4 If a participating authority recommends a person not listed in Attachment "C", and that recommendation conflicts with the recommendation from any of the other entities involved in the election in that precinct, DCED will conduct a drawing from the recommendations to determine the election judge. Once a person has been notified of his/her selection as election judge, no changes may be made by any of the participating authorities.
- 6.5 DCED will send joint participants an updated version of Attachment "C" which reflects the names of judges who were sent the letter requesting service for this election. A final version for Attachment "C" which reflects the name of the judges who actually presided on the day of the election will be sent to each participating authority.
- 6.6 DCED will hold two (2) public schools of instruction on the use of optical scan card voting equipment, ADA terminals and election laws on Saturday, May 5, 2007 from 10am - 12pm, and Thursday, May 10, 2007, from 7pm -9pm in the Central Jury Room, Frank Crowley Courthouse, 133 N. Industrial Blvd, Dallas, Texas 75207. No election judge will be appointed unless he/she has attended an election judge training session taught by DCED in the past eighteen (18) months and on the optical scan and direct record systems. However, participating entities have requested that judges appointed for the Joint Election should attend one of the two scheduled training sessions.

6.7 The election judges are responsible for picking up election supplies at the time and place determined by DCED (which will be set forth in the election judge letter requesting service for this election). Each election judge will receive \$9.00 per hour and each clerk will receive \$8.00 per hour (for a maximum of 14 hours). The election judge will receive an additional \$25.00 for picking up the election supplies prior to election day and for delivering election returns and supplies to their designated regional drop off site.

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

7. SUPPLIES AND PRINTING

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

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

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

8. OPTICAL SCAN CARD BALLOTS

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

8.2 Ballot allocation for Local Option Election will be allocation in accordance to Chapter 501.104 of the Texas Election Code.

8.3 Approximately 5,000 additional ballots will be available for Early Voting By Mail and for use on Election Day to respond to any precinct requesting additional ballots.

9. RETURNS OF ELECTIONS

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

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

Manager - Bruce R. Sherbet
Dallas County
Elections Administrator

Tabulating Supervisor - ~~Mark Allison~~ *Mary Kay West*
ES & S Representative

Presiding Judge - Deborah Watkins
Joint Election Rep.

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

9.4 DCED will prepare the unofficial canvass report after all precincts have been counted, and will deliver a copy of the unofficial canvass to each participating authority as soon as possible after all returns, provisional ballots, and late overseas ballots have been tabulated, but in no event no later than 10:00am Monday, May 21, 2007. All participating authorities will be responsible for the official canvass of their respective elections.

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

10. ELECTION EXPENSES

10.1 The participating authorities agree to share the costs of administering the May 12, 2007 Joint Election. A general supervisory fee not to exceed 10% of the total cost of the election shall be assessed as authorized by the Texas Election Code, Sec. 31.100. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on average cost per polling place (unit cost) as determined by adding together the overall expenses and dividing expenses equally among the total number of polling places. Any participants requesting a combination of polling places which exceeds the average cost (Unit Cost), shall be billed directly for any excess expenditures (supplies, equipment, personnel, etc.). **The cost of any special request from a participant, which is not agreed upon by all authorities, shall be borne by that participant.** Each participating authority agrees that no participant shall be billed less than minimum of one full unit cost. Each stand alone precinct shall be billed to the requesting entity at no less than twenty-five percent of the cost of a full unit \$987.74 only if being combined with an established polling place. A stand alone precinct is created when two or more entities are located within a precinct and the participating entities are unable to agree upon a common polling place. See Attachment "A".

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

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

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

11. DEPOSIT OF FUNDS

11.1 Each participating authority agrees to deposit with the Dallas County Treasurer's Office, by no later than Friday, March 23, 2007, a sum equal to 50% of the total estimated cost of election expenses to be paid to Dallas County as administrator of the Joint Election, and the remaining 50% is due by April 13, 2007; however, any participating entity may pay the total sum on or before March 23, 2007. Entities being billed for a minimum full unit cost are required to deposit total sum due no later than Friday, March 23, 2007. Such funds will be placed in a joint election account to be used by the County for paying expenses as outlined in this agreement. No funds will be expended by Dallas County except for supplies and services outlined in this agreement, or except as may be agreed to, in writing, by each participating authority. No adjustments will be made to deposits for partial withdrawals after contract has been signed by all participating authorities.

11.2 The amounts to be deposited are as follows (calculated on the basis of a cost of \$4,346.05 (per polling place):

	<u>March 23</u>	<u>April 13</u>
TOA	\$ 4,346.05	
COBS	\$ 2,897.37	\$ 2,897.37
COCH	\$ 4,346.05	
COcKH	\$ 4,346.05	
COD	\$ 198,469.73	\$ 198,469.73
CODe	\$ 4,346.05	
CODu	\$ 4,346.05	
COFB	\$ 3,875.23	\$ 3,875.23
COG	\$ 22,164.87	\$ 22,164.87
COGH	\$ 4,346.05	
COGP	\$ 11,843.00	\$ 11,842.99
COH	\$ 4,346.05	
COI	\$ 8,692.11	\$ 8,692.10
COL	\$ 4,346.06	\$ 4,346.05
COM	\$ 5,686.09	\$ 5,686.08
COR	\$ 15,211.19	\$ 15,211.18
CORW	\$ 3,621.71	\$ 3,621.71

	<u>March 23</u>	<u>April 13</u>
COS	\$ 4,346.05	
COSe	\$ 4,346.05	
TOS	\$ 4,346.05	
COW	\$ 4,346.05	
DCSB	\$281,805.29	\$281,805.29
CFBISD	\$ 21,802.70	\$ 21,802.69
CHISD	\$ 2,607.63	\$ 2,607.63
CPISD	\$ 4,346.05	
DISD	\$ 57,041.94	\$ 57,041.94
DeISD	\$ 3,259.54	\$ 3,259.54
DUISD	\$ 6,229.34	\$ 6,229.34
GISD	\$ 20,070.30	\$ 20,070.30
GPISD	\$ 11,951.65	\$ 11,951.64
HPISD	\$ 7,424.51	\$ 7,424.50
IISD	\$ 9,235.36	\$ 9,235.36
LISD	\$ 5,070.40	\$ 5,070.39
MISD	\$ 8,583.46	\$ 8,583.45
RISD	\$ 29,516.94	\$ 29,516.94
SuISD	\$ 4,346.05	

Total deposit \$1,584,728.78

Deposits should be delivered within the mandatory time frame to:

Joe Wells
Dallas County Treasurer
303 Records Building
509 Main Street
Dallas, Texas 75202

12. RECORDS OF THE ELECTION

12.1 Bruce Sherbet, Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

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

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

13. EARLY VOTING

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

13.2 Early voting by personal appearance will be conducted at the main and branch locations on weekdays beginning Monday, April 30, 2007, and continuing through Friday, May 4, 2007, between 8:00am and 5:00pm; Saturday, May 5, 2007 between 8:00 am and 5:00pm; Sunday, May 6, 2007, between 1:00pm and 6:00pm; Monday, May 7, 2007, and continuing through Tuesday, May 8, 2007 between 7:00am and 7:00pm.

Any qualified voter for the Joint Election May vote early by personal appearance at either the main early voting location, branch locations, or temporary branch locations.

MAIN EARLY VOTING POLLING PLACE:

DALLAS COUNTY RECORDS BUILDING
509 Main Street
Dallas 75202

BRANCH EARLY VOTING POLLING PLACES:

ADDISON FIRE STATION
4798 AIRPORT PKWY
ADDISON, TEXAS 75240

BARBARA BUSH MIDDLE SCHOOL
515 COWBOYS PKWY
IRVING, TEXAS 75063

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

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

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

DALLAS CITY HALL
1500 MARILLA ST.
DALLAS, TEXAS 75201

DALLAS ISD ADMIN BUILDING
3700 ROSS AVENUE
DALLAS, TEXAS 75204

DUNCANVILLE LIBRARY
201 JAMES COLLINS
DUNCANVILLE, TEXAS 75116

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

FRETZ PARK RECREATION CENTER
6950 BELT LINE
DALLAS, TEXAS 75240

GISD STUDENT SERVICE CENTER
720 STADIUM DR
GARLAND, TEXAS 75040

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

GRAWUYLER PARK REC CENTER
7780 HARRY HINES BLVD.
DALLAS, TEXAS 75235

HIGHLAND HILLS LIBRARY
3624 SIMPSON STUART
DALLAS, TEXAS 75241

HUTCHINS CITY HALL
321 N. MAIN ST.
HUTCHINS, TEXAS 75141

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

BECKLEY SANER RECREATION CENTER
114 W. HOBSON AVE
DALLAS, TEXAS 75224

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

CHURCHILL REC CENTER
6906 CHURCHHILL WAY
DALLAS, TEXAS 75230

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

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

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

DUNFORD RECREATION CENTER
1015 GREEN CANYON
MESQUITE, TEXAS 75150

FRANKFORD TOWN HOMES
18110 MARSH LANE
DALLAS, TEXAS 75287

GARLAND CITY HALL
200 N. FIFTH ST.
GARLAND, TEXAS 75040

GARNER ELEMENTARY
145 POLO ROAD
GRAND PRAIRIE, TEXAS 75052

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

HARRY STONE RECREATION CENTER
2403 MILLMAR DR.
DALLAS, TEXAS 75228

HIGHLAND PARK ADMIN BLDG.
7015 WESTCHESTER DR.
DALLAS, TEXAS 75205

IRVING ARTS CENTER
3333 N. MACARTHUR BLVD.
IRVING, TEXAS 75062

BRANCH EARLY VOTING POLLING PLACES cont.:

IRVING CITY HALL
825 W. IRVING BLVD.
IRVING, TEXAS 75060

JOSEY RANCH LIBRARY
1700 KELLER SRINGS
CARROLLTON, TEXAS 75006

LANCASTER ISD ADMIN BLDG
422 S CENTRE
LANCASTER, TEXAS 75146

LANCASTER REC CENTER
1700 VETERANS MEMORIAL PKWY
LANCASTER, TEXAS 75134

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

MARTIN WEISS RECREATION CENTER
1111 MARTINDELL AVE
DALLAS, TEXAS 75211

MOUNTAIN CREEK LIBRARY
6102 MOUNTAIN CREEK
DALLAS, TEXAS 75249

NORTHWAY BAPTIST CHURCH
3877 WALNUT HILL LN
DALLAS, TEXAS 75229

OAK CLIFF SUBCOURTHOUSE
410 S. BECKLEY AVE.
DALLAS, TEXAS 75203

PLEASANT OAKS REC CENTER
8701 GREENMOUND
DALLAS, TEXAS 75227

RENNER-FRANKFORD LIBRARY
6400 FRANKFORD
DALLAS, TEXAS 75252

REVERCHON REC CENTER
3505 MAPLE
DALLAS, TEXAS 75219

RICHARDSON CIVIC CENTER
400 W ARAPAHO
RICHARDSON, TEXAS 75080

ROWLETT CITY HALL ANNEX
4004 MAIN
ROWLETT, TEXAS 75030

SACHSE CITY HALL
5560 HWY 78
SACHSE, TEXAS 75048

SAMUELL GRAND RECREATION CENTER
6200 E GRAND AVE
DALLAS, TEXAS 75212

SEAGOVILLE CITY HALL
702 N HWY 175
SEAGOVILLE, TEXAS 75159

SUNNYVALE CITY HALL
127 COLLINS RD.
SUNNYVALE, TEXAS 75182

VETERANS MEDICAL CENTER (MAIN LOBBY)
4500 S LANCASTER
DALLAS, TEXAS 75216

WEST DALLAS MULTIPURPOSE CENTER
2828 FISHTRAP
DALLAS, TEXAS 75212

WILMER COMMUNITY CENTER
101 DAVIDSON PLAZA
WILMER, TEXAS 75172

TEMPORARY BRANCH EARLY VOTING POLLING PLACES, DATES, AND TIMES:

Monday, April 30, 2007		7:00 am- 5:00pm
Poteet High School	3300 Poteet Drive	Mesquite, TX 75150
Tuesday, May 1, 2007		6:00 pm- 9:00pm
North Mesquite High School	18201 LBJ Freeway	Mesquite, TX 75150
Tuesday, May 1, 2007		7:00 am- 5:00pm
West Mesquite High School	2500 Memorial Pkwy	Mesquite, TX 75149
Wednesday, May 2, 2007		7:00 am- 5:00pm
Horn High School	3300 Cartwright Rd.	Mesquite, TX 75161
Thursday, May 3, 2007		7:00 am-5:00pm
Mesquite High School	300 East Davis	Mesquite, TX 75149

TEMPORARY BRANCH EARLY VOTING POLLING PLACES, DATES, AND TIMES Cont.:

Thursday, May 3, 2007 Black Elementary	328 E. Newsome	5:30 pm- 8:30pm Mesquite, TX 75149
Thursday, May 3, 2007 Terry Middle School	2351 Edwards Church	5:30 pm- 8:30pm Mesquite, TX 75181
Friday, May 4, 2007 Horn High School	3300 Cartwright Rd.	5:30 pm- 8:30pm Mesquite, TX 75161
Friday, May 4, 2007 North Mesquite High School	18201 LBJ Freeway	7:00 am- 5:00pm Mesquite, TX 75150
Monday, May 7, 2007 AC New Middle School	3700 South Beltline	7:00 am-5:00pm Mesquite, TX 75150
Tuesday, May 8, 2007 Thompson Elementary	2525 Helen Lane	5:30 pm- 8:30pm Mesquite, TX 75181
Tuesday, May 8, 2007 Mesquite High School	300 East Davis	6:00 pm- 9:00pm Mesquite, TX 75149
Tuesday, May 8, 2007 Hodges Elementary	14401 Springs	5:30 pm- 8:30pm Balch Springs, TX 75180
Tuesday, May 8, 2007 Poteet High School	3300 Poteet Drive	6:00 pm- 9:00pm Mesquite, TX 75150
Tuesday, May 8, 2007 Florence Elementary	4621 Gleneagle	6:00 pm- 9:00pm Mesquite, TX 75150
Tuesday, May 8, 2007 Galloway Elementary	2329 Candleberry	6:00 pm- 9:00pm Mesquite, TX 75149
Tuesday, May 8, 2007 West Mesquite High School	2500 Memorial Pkwy	6:00 pm- 9:00pm Mesquite, TX 75149

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

13.4 All early voting ballots will be prepared for counting by an Early Voting Ballot Board appointed in accordance with Section 87.001 of the Texas Election Code. Each participating authority will appoint one member to the board/committee and will notify DCED of the person's name, telephone number and address no later than March 30, 2007. The participating authorities agree to appoint June Rentmeester as presiding judge and Chorsia Davis as alternate judge of the early voting ballot board.

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

14. ELECTION REPORTS

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

15. RUNOFF ELECTION

15.1 In the event a runoff is necessary, the agreement will automatically be extended to cover the runoff, unless a participating authority states in writing before Monday, May 14, 2007 that it does not wish to participate in a joint runoff. DCED will provide each participating authority in the joint runoff election with an estimate of funds to be deposited in a special joint runoff election account. The funds must be deposited no later than five (5) days after the runoff estimate figures are received from DCED.

6/16/07

16. CONTRACT WITHDRAWAL

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

17. NOTICE

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

If to DCED:

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

If to the Participants:

Mario Canizares, (TOA) Town Secretary/Asst. City Mgr. 300 Beltline Road Addison, Texas 75240 972) 450- 7018 7017	Cindy Gross, (COBS) City Secretary 3117 Hickory Tree Rd. Balch Springs, Texas 75180 (972)557-6066	Frankie Lee, (COCdH) City Secretary 502 Cedar Street Cedar Hill, Texas 75104 (972) 291-5100 ext. 1018
Al Lagos, (COCKH) Chief Operating Officer 125 W. Clarendon Dr. Dallas, Texas 75211 214) 330-6333	Rosa Rios, (COD) City Secretary 1500 Marilla St., 5DS Dallas, Texas 75202 (214) 670-5654	Anell Shipman, (CODE) City Secretary 211 E. Pleasant Run Rd, Ste A DeSoto, Texas 75115 (972) 230-9646
Mara Crabtree, (CODU) City Secretary 103 E. Wheatland Road Uncanville, Texas 75116 972) 780-5004	Cindee Peters, (COFB) City Secretary 13000 William Dodson Pkwy Farmers Branch, Texas 75234 (972) 919-2503	Mary Kayser, (COG) City Secretary 200 N. Fifth St. Garland, Texas 75040 (972) 205-2404
Thell Murphree (COGH) City Secretary 938 S. Hampton Rd. Plenn Heights, Texas 75154 972) 223-1690 ext. 203	Cathy DiMaggio (COGP) City Secretary 317 W. College Grand Prairie, Texas 75050 (972) 237-8039	Janis Daniels, (COH) City Secretary 321 N. Main Street Hutchins, Texas 75141 (972) 225-6121
Janice Carroll, (COI) City Secretary 25 W. Irving Blvd Irving, Texas 75060 972) 721-2605	Dolle Shane, (COL) City Secretary 211 N. Henry St. Lancaster, Texas 75146 (972) 218-1112	Judy Womack, (COM) City Secretary 1515 N. Galloway Mesquite, Texas 75149 (972) 216-6401
Amela Schmidt, (COR) City Secretary 11 Arapaho Richardson, Texas 75080 972) 744-4290	Susie Quinn, (CORw) City Secretary 4000 Main Street Rowlett, Texas 75088 (972) 412-6109	Terry Smith, (COS) City Secretary 5560 Hwy 78 Sachse, Texas 75048 (972) 495-1212 ext. 23
Laine Simpson, (COSe) City Secretary 102 N. Hwy 175 Seagoville, Texas 75159 972) 287-2050 ext. 123	Kathryn Dewey, (TOS) City Secretary 127 Collins Road Sunnyvale, Texas 75182 (972) 226-7177	Crystol Birdwell, (COW) City Secretary 128 N. Dallas Ave Wilmer, Texas 75172 (972) 441-6373

Iga Esparza (DCSB)
Secretary to Superintendent
12 N. Zang
Dallas, Texas 75208
(214) 944-4525

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

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

Cott Layne, (IISD)
Assistant Superintendent
of Support Services
621 West Airport Frwy
Irving, Texas 75062-6020
(972) 215-5400

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

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

Fay Matthews, (DISD)
Executive Director-Board Svcs
3700 Ross Avenue, Box 1
Dallas, Texas 75204
(972) 925-3741

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

Joyce Brein, (LISD)
Asst. to Superintendent
422 S. Centre Ave
Lancaster, Texas 75146
(972) 218-1400

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

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

Ron Cagle, (DeISD)
Assistant Superintendent
For Community Engagements
200 E. Beltline Road
DeSoto, Texas 75115
(972) 223-6666 ext.214

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

Patricia Gonzales, (HPISD)
Admin. Asst./Elections
Coordinator
7015 Westchester Drive
Dallas, Texas 75205
(214) 780-3016

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

17. MAY 12, 2007 JOINT CONTRACT ACCEPTANCE AND APPROVAL

RECOMMENDED FOR APPROVAL BY:

COUNTY DISTRICT ATTORNEY:

BRUCE R. SHERBET,
DALLAS COUNTY ELECTIONS ADMINISTRATOR

MOIRA SCHILKE,
STAFF ATTORNEY

ACCEPTED AND AGREED TO BY THE TOWN OF ADDISON:

APPROVED AS TO FORM:

ATTEST:

RON WHITEHEAD,
CITY MANAGER

MARIO CANIZARES,
TOWN SECRETARY/ASST. CITY MANAGER

MAY 12, 2007 ESTIMATED ELECTION COST AUDIT

Acct.

Poll Location Info

Location Splits	Total	TOA
Split by 1	9.00	0
Split by 2	61.00	0
Split by 3	239.33	2
Split by 4	81.25	0
Split by 5	3.80	1
Split by 6	0.00	
Split by 7	0.00	
Total Splits	1193.00	3
Total Units	401.10	1.00
Cost per Poll	\$3,950.96	\$3,950.96
Total Cost	\$1,584,728.78	\$3,950.96
% of Units	100%	0.25%

	Total	TOA
Election Total	\$1,584,728.78	\$3,950.96
Election Services Fee	\$158,472.88	\$395.10
Total Cost	\$1,743,201.66	\$4,346.05
Amount of Deposit		
Exceptional Cost (Stand Alone \$988.15)	\$0.00	
Total Cost	\$1,743,201.66	
(Overpaid)/Underpaid		\$4,346.05

DRAFT
 (Not For Distribution)
 DATE: _____

Exp Code	Early Voting	Units	Cost Per Unit	Estimated	TOA
POSTAGE					
2170	EV Ballots Mailed	5,600	\$1.64	\$9,184.00	\$22.90
2170	Bad/Late Letters	Rejected/Incomplete mail		\$150.00	\$0.37
2170	Polling location Change	Early Voting Location Change		\$4,500.00	\$11.22
5590	Election Related Correspondence	Translation/Press Release		\$500.00	\$1.25
EQUIPMENT RENTAL					
7040	Voting Booths (7p/loc.)	52(Provisonal Usage)	\$35.00	\$1,820.00	\$4.54
7040	Touch Screen/iVotronics(8p/loc.)	312	\$250.00	\$78,000.00	\$194.47
7040	PEB/Activators		\$10.00		\$0.00
7040	ADA Voter Terminals	52	\$300.00	\$15,600.00	\$38.89
7040	Communication Pack	52	\$50.00	\$2,600.00	\$6.48
7030	Furniture Rental	ous EV locations and Ballot Board		\$5,500.00	\$13.71
7040	Computer Rental (County)	92	\$400.00	\$36,800.00	\$91.75
7040	Provisional Ballot Bags	104	\$5.00	\$520.00	\$1.30
7050	Van Rental/Car Rental	6 vehicles tech and route usage and Delivery of Equipment		\$5,300.00	\$13.21
7213	Cellular Phones	6 Tech phones		\$250.00	\$0.62
7211	Telephones	various EV locations		\$800.00	\$1.99
RENTAL BUILDINGS					
7010	Custodial Charges	Badford Suites,Dallas Park & Rec.,DISD,Nortway Baptist Church, Grand Prairie.....		\$13,000.00	\$32.41
PERSONNEL					
1050	Elections Overtime	12 people @ 9 days @ \$22p/h @ 2 hrs		\$5,500.00	\$13.71
1050	Warehouse Overtime	7 people @ various hrs @ \$24 p/h		\$5,500.00	\$13.71
1050	Security-Branch Locations	4 people @ 8 hrs @ \$25p/h		\$800.00	\$1.99
7010	Security-City of Dallas/Irving	3 people @ various hrs, @ \$30p/h		\$1,465.00	\$3.65
1060	Election Department Temporary	6 people @ various payrates		\$1,800.00	\$4.49
1060	Canvass Committee	24 people @ various payrates	Includes Signature Verification	\$7,500.00	\$18.70
1060	Judges	52 judges @ \$1449.35ea	Includes Training	\$78,989.56	\$196.93
1060	Clerks	156 clerks @ \$1052.83ea	Includes Training	\$172,647.54	\$430.44
1050	Mail Supervisor	1 person@various hrs@15.20p/h		\$1,500.00	\$3.74
1060	Mail Workers/PA Workers	1 person @ 30 days @ 10hrs @ \$11.79, 1 person @ 30 days @ 10hrs @ \$10.93, 6 people @ 30 days @ 5hrs @ \$8.45		\$3,500.00	\$8.73
1060	Warehouse Temporaries	3 people @ various hrs@ 10.11 , 8 people @ various hrs @ 8.45p/h		\$1,000.00	\$2.49
1060	Supervisors/Ballot Board	2 people @12days@10hrs@various payrates		\$1,700.00	\$4.24
1060	Branch Runners	51 locations @ 1 day @ \$25.00		\$1,025.00	\$2.56
1060	Branch Technicians	6 people @ various payrates		\$11,800.00	\$29.42
1110	Social Security Chargeback	x 6.2%		\$18,273.08	\$45.56
1112	Medicare	x 1.45%		\$4,273.54	\$10.65
1150	Retirement Charge Back	x 8.5%		\$1,130.50	\$2.82
5590	Temporary Service	Bilingual Clerk		\$4,500.00	\$11.22
5590	Temporary Service	All Temps Personnel		\$4,100.00	\$10.22
APPLY EXPENSE					
2180	Ballot Cards	5,600	0.2200	\$1,232.00	\$3.07
2180	Test Ballots				\$0.00
2180	Sample Ballot	510	0.080	\$40.80	\$0.10
2180	Provisional Ballots	3,315	\$0.08	\$265.20	\$0.66
2180	Mail ballot kit	5,600	\$2.00	\$11,200.00	\$27.92
2180	Voted Stamps	290	\$1.05	\$304.50	\$0.76
2180	Personal Appearance Application	60,000	\$0.08	\$4,800.00	\$11.97
2180	Judge Kits	41	\$45.00	\$1,845.00	\$4.60
2880	Supplies/Office Depot/Kinkos	Accurate Forms/Preferred Office		\$5,900.00	\$14.71

MAY 12, 2007 ESTIMATED ELECTION COST AUDIT

Acct.

SERVICE EXPENSE					
5590	ES& S Support/Consulting			\$14,470.00	\$36.08
5590	ES& S ADA Wave Card Programming			\$10,000.00	\$24.93
5590	Web Site/NTCOG	16	\$95.00	\$1,900.00	\$4.74
PREPARATION AND TRANSPORTATION OF VOTING EQUIPMENT					
2910	Early Voting Equipment Delivery and Pickup		\$45.00	N/A	\$0.00
MILEAGE					
3095	Mileage for Runners/Gas	Tech Cars and Trucks		\$1,400.00	\$3.49
1080	Warehouse /Elections Mileage	561	\$0.485	\$272.09	\$0.68
	Early Voting Total			\$555,157.81	\$1,384.09

Exp Code	Election Day	Units	Cost Per Unit	Estimated	TOA
EQUIPMENT RENTAL					
7040	Precinct Counter (1p/loc.)	404	\$175.00	\$70,700.00	\$176.27
7040	Voting Booths (4p/loc.)	1,056	\$35.00	\$36,900.00	\$92.00
7040	ADA Voter Terminals	395	\$300.00	\$118,500.00	\$295.44
7040	PEB/Activators (Master and Activator)		\$10.00	N/A	\$0.00
7040	Communication Pack		\$50.00	N/A	\$0.00
7030	Furniture Rental	Central Count Station/Various Polling Loc.		\$7,500.00	\$18.70
7040	Provisional Bags	395	\$5.00	\$1,975.00	\$4.92
7050	Truck Rental/Van Rental	ADA Tech's /Regional Sites		\$5,500.00	\$13.71
7211	Phones for Judges				\$0.00
7211	Phones for Warehouse	25 lines			\$0.00
7211	Phone Lines/Bulletin Board	25 telephone lines			\$0.00
RENTAL BUILDINGS					
7010	Location Rental	various polling locations		\$34,000.00	\$84.77
7010	Custodial Charges	various polling locations		\$52,000.00	\$129.64
PERSONNEL					
1020	Judges	395 includes 2 hrs of pollbook sta	\$151.00	\$66,755.00	\$166.43
1020	Clerks	1185 (3 clerks)	\$112.00	\$132,720.00	\$330.89
1020	Emergency Personnel	36 @ various hrs.		\$10,000.00	\$24.93
1020	Emergency Response Personnel	37 Includes Regular & ADA Techs		\$6,500.00	\$16.21
1020	Regional Site Support (10 reg.sites)	election night & Supply Pickup	phone bank includ	\$10,000.00	\$24.93
1020	Traffic Control officers (10 reg. Sites)	election night & Supply Pickup		\$5,000.00	\$0.00
1050	Security/Central Count	2 people @ 18 hrs @ \$35 p/h		\$500.00	\$1.25
1050	County Employee/CCS/Response Team	@ various hrs @various rates	cty techs,emp,truc	\$5,000.00	\$12.47
1050	Election Department O/T	2 people @ \$22p/h @ various hrs		\$7,700.00	\$19.20
1050	Sheriff's Deputies	45 deputies @ \$660.98ea		\$29,744.10	\$74.16
1050	Warehouse O/T	8 people @ various hours @ \$24 p/h		\$5,500.00	\$13.71
1060	Election Dept. Temporaries	6 people @ various payrates		\$2,500.00	\$6.23
1060	Warehouse Temporaries	people @ various hrs @ \$8.45p/h		\$3,200.00	\$7.98
1111	Social Security Chargeback	x6.2%		\$3,356.93	\$8.37
1112	Medicare	x1.45%		\$785.09	\$1.96
1150	Retirement Charge Back	x8.5%		\$4,117.75	\$10.27
5590	Temporary Service	All Temps Personnel	Regional Site	\$5,000.00	\$12.47
5590	Temporary Service	Bilingual Clerk		\$2,100.00	\$5.24
MILEAGE					
1080	Warehouse Mileage	350	\$0.485	\$169.75	\$0.42
1080	Mileage for Deputies	6,500	\$0.485	\$3,152.50	\$7.86
3095	Mileage for Runners/Gas	Tech Cars and Trucks		\$1,500.00	\$3.74
SERVICE EXPENSE					
5590	ES& S Support/Consulting			\$123,227.00	\$307.22
5590	Web Site/NTCOG	15hrs election support	\$95.00	\$1,425.00	\$3.55
2013	Legal Notice	newspaper listing of Polling Locations		\$0.00	\$0.00
2170	Federal Express	Joint Justice Submission			\$0.00
POSTAGE					
2180	Election Judges Letters(+Alt)	395	\$0.55	\$600.00	\$1.50
2170	EJ Reply Card/(+Alt)	395	\$0.19	\$600.00	\$1.50
2170	Poll location letters/Alt judge letters		\$0.37		\$0.00
2170	Polling location Change			\$3,500.00	\$8.73
2170	Election Paychecks	2,500	\$0.39	\$975.00	\$2.43
REPAIRATION & TRANSPORTATION OF VOTING EQUIPMENT					
2910	Election Day Equipment Delivery and Pickup	Special Deliveries (47)	45.00/ 22.50	N/A	\$0.00
2910	Election Day Equipment Delivery and Pickup	395	\$60.00	\$23,700.00	\$59.09

SUPPLY EXPENSE					
2180	Ballot Cards/Precinct	730,875	0.22000	\$154,945.50	\$386.30
2180	Formats	1,860	\$29.50	\$54,870.00	\$136.80
2160	Supplies			\$3,000.00	\$7.48
2180	Test Ballots	46,500	\$0.2120	\$9,858.00	\$24.58
2180	Ballot & Seal Certificate	930	\$2.95	\$2,743.50	\$6.84
2180	Blank Ballot & Seal Certificate	50	\$2.95	\$147.50	\$0.37
2180	Provisional Ballot Seal	930	\$2.95	\$2,743.50	\$6.84
2180	ADA Ballot & Seal Certificate	395	\$2.95	\$1,165.25	\$2.91
2180	Provisional Ballots	4,650	\$0.0800	\$372.00	\$0.93
2180	Sample Ballots	3,720	\$0.0800	\$297.60	\$0.74
2180	Misc. Judge Kit Supplies	395	\$45.00	\$17,775.00	\$44.32
SERVICE EXPENSE					
1080	Parking Fees (election night)				\$0.00
1080	Training Night (parking fee)		\$2.00	\$250.00	\$0.62
2180	Regional Site Computer Setup		\$150.00		\$0.00
	Election Day Total			\$1,034,570.97	\$2,566.87

Council Agenda Item: #2d

SUMMARY:

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

BACKGROUND:

The Council is scheduled to approve an ordinance calling a Municipal election to be held on May 12, 2007. The Town typically contracts with Dallas County to hold that election. All entities that hold elections are under requirements to provide at least one accessible voting system in each polling place that complies with state and federal laws setting the requirements for voting systems that permit voters with physical disabilities to cast a secret ballot.

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

RECOMMENDATION:

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

RESOLUTION NO. R07-002

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS CERTIFYING THAT THE ADA IVOTRONIC v. 8.0.1.0 PROVIDED BY ELECTION SYSTEMS AND SOFTWARE IS AN ACCESSIBLE VOTING SYSTEM THAT MAY LEGALLY BE USED IN TEXAS ELECTIONS.

THE TOWN OF ADDISON FINDS AS FOLLOWS:

Section 61.012 of the Texas Election Code requires that the Town of Addison must provide at least one accessible voting system in each polling place used in a Texas election on or after January 1, 2007. This system must comply with state and federal laws setting the requirements for voting systems that permit voters with physical disabilities to cast a secret ballot.

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

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

THE TOWN OF ADDISON HEREBY RESOLVES:

As chief elections officer of the Town of Addison, the Town of Addison shall provide at least one ADA iVotronic v. 8.0.1.0 in each polling place in every polling location used to conduct any election ordered on or after January 1, 2007. The ADA iVotronic v. 8.0.1.0 may be acquired by any legal means available to the Town of Addison, including but not limited to lease or rental from the County of Dallas, Texas or from any other legal source, as authorized or required by Sections 123.032 and 123.035, Texas Election Code

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

THAT, the City Council does hereby approve a Resolution certifying that the ADA iVotronic v. 8.0.1.0. provided by Election Systems and Software is an accessible voting system that may legally be used in Texas elections

PASSED AND APPROVED by the City Council of the Town of Addison,
Texas this 13th day of February, 2007.

Mayor

ATTEST:

City Secretary

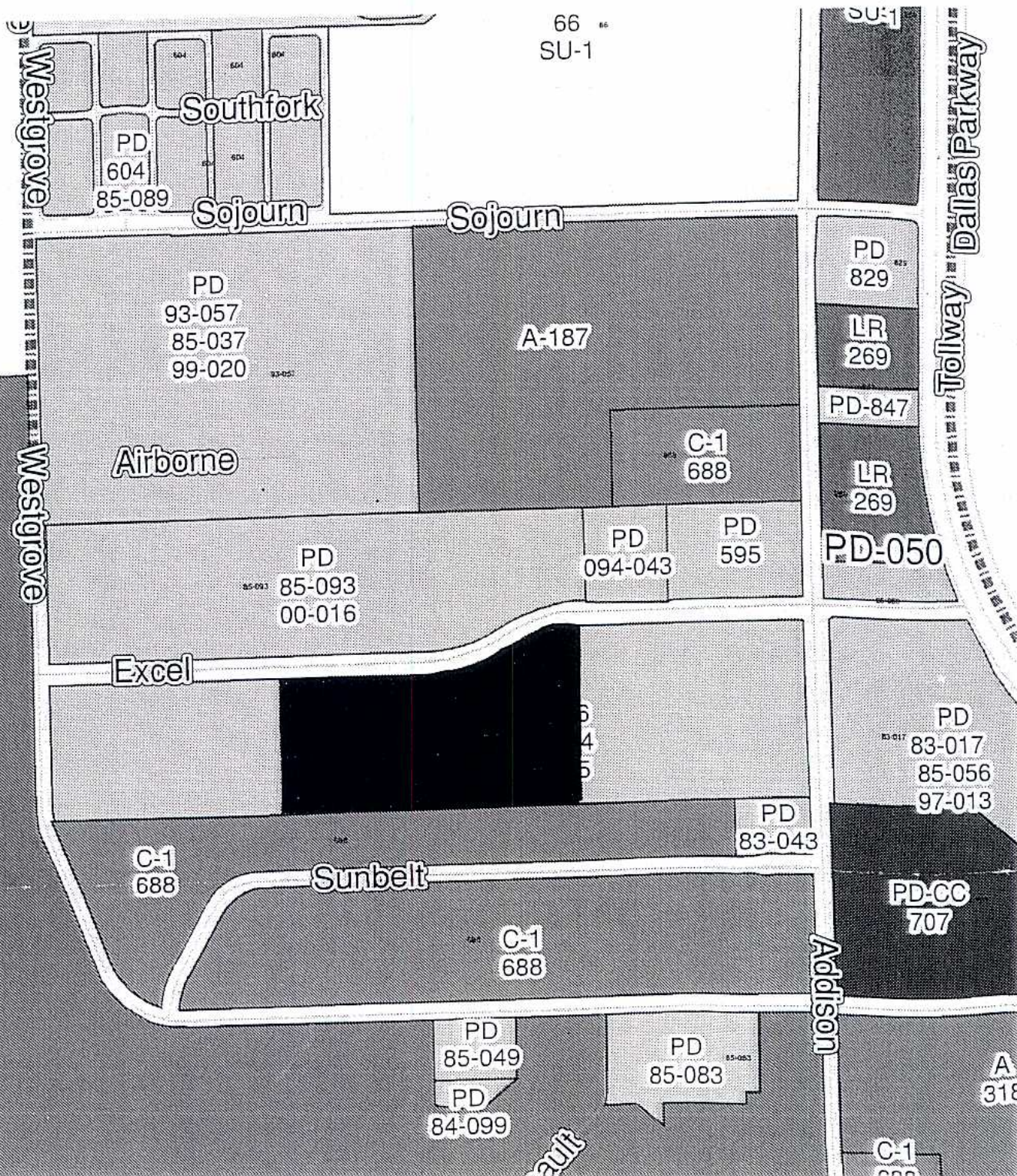
APPROVED AS TO FORM:

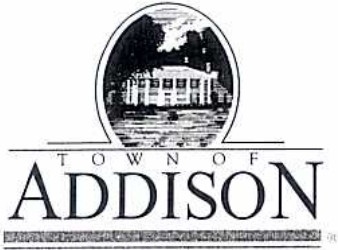
City Attorney

1531-Z

#R3

Case 1531-Z/SPI Holdings, LLC. Requesting approval of an amendment to a Planned Development district PD 095-006 as amended by PD 095-054, to revise approved development plans, located at 4550 Excel Parkway, on application from SPI Holdings, LLC, represented by Mr. Scott Caruthers of Bury + Partners, DFW, Inc.





DEVELOPMENT SERVICES

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

16801 Westgrove

Post Office Box 9010 Addison, Texas 75001-9010

January 19, 2007

STAFF REPORT

RE: Case 1531-Z/SPI Holdings, Inc.

LOCATION: 4550 Excel Parkway

REQUEST: Approval of an amendment to an existing Planned Development district, PD 095-006, as amended by 095-054, to revise approved development plans

APPLICANT: Mr. Scott Caruthers of Bury + Partners, DFW, Inc.

DISCUSSION:

Background. This property was zoned from Commercial-1 to Planned Development in 1985 through Ordinance 085-073. The property was part of a grand scheme to develop multi-story office buildings on the north and south sides of what was then Bent Tree Plaza Parkway. The property sat vacant from 1985 to 1995. At that point Excel Telecommunications purchased the north side of Bent Tree Plaza Parkway and rezoned (Ordinance 095-054) it to an amended PD that provided for a call center and warehouse. Excel persuaded the city to change the name of the street to Excel Parkway. Excel then amended the zoning in 1996 (Ordinance 096-006) to revise the site plan for the warehouse.

Excel later went out of business and the call center and warehouse were purchased through a sealed bid process by SPI Holdings, Inc. SPI was successful in getting a Home Depot Customer Care Center as a tenant in the call center building, and was able to get Friedman's Jewelers as a tenant in a portion of the warehouse building.

At this point, SPI Holdings would like to lease out the remainder of the warehouse building, and in order to lease out the remainder, SPI feels that it needs to add more parking spaces closer to the front door. It should be noted that SPI meets the City's parking requirement, but it feels it needs additional parking closer to the front door in order to lease the remaining space.

Proposed Plan. The applicant proposes to add 56 parking spaces to the back side of a bermed landscaping area on the east end of the site. There will be no changes to the site other than the removal of landscaping and the addition of the spaces.

Landscaping. The Parks Department has reviewed the plan and notes:

- 1. The proposed parking lot will reduce the site landscape area below the 20 percent landscape regulation requirement from 20.6 percent to 17.6 percent.**
- 2. Any missing or dead plant material on the site needs to be replaced according to the approved set of landscape plans presently on file for this site.**
- 3. The irrigation system will need a rain and freeze sensor if not already installed.**
- 4. The applicant will need to submit a revised landscape plan showing evergreen shrubs along the north edge of the proposed parking lot for vehicle screening.**

Engineering. The Public Works Department has reviewed the plan and notes that civil plans will need to be submitted for review and approval prior to the issuance of a construction permit.

RECOMMENDATION:

Staff has reviewed the location of the landscaping. Since the landscaping buffer in this location exceeds the minimum width of 20 feet, the staff feels that the landscaping can be removed without impacting the view of this project from Excel Parkway. The applicant will still be able to provide a buffer between the parking and the street, which is the one of the goals of the landscaping requirements. In addition, the buffer will still be at least 20-feet wide at all points along the street.

However, when a property owner is allowed to remove required landscaping, the remaining landscaping on the site should be enhanced. As Slade Strickland has noted, the applicant will need to provide a wall of evergreen shrubs along the north edge of this proposed lot to screen the cars from the street.

Staff recommends approval of the applicant's request to remove landscaping and add 56 parking spaces, subject to the following conditions:

- Any missing or dead plant material on the site needs to be replaced according to the approved set of landscape plans presently on file for this site.
- The irrigation system will need a rain and freeze sensor if not already installed.
- The applicant will need to submit a revised landscape plan showing evergreen shrubs along the north edge of the proposed parking lot for vehicle screening.

Respectfully submitted,

A handwritten signature in black ink that reads "C MORAN". The "C" is a large, stylized capital letter, and "MORAN" is written in a cursive, slightly slanted font.

Carmen Moran
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on January 25, 2007, voted to recommend approval of the request on application from SPI Holdings, Inc, subject to the following conditions:

- **Any missing or dead plant material on the site needs to be replaced according to the approved set of landscape plans presently on file for this site.**
- **The irrigation system will need a rain and freeze sensor if not already installed.**
- **The applicant will need to submit a revised landscape plan showing evergreen shrubs along the north edge of the proposed parking lot for vehicle screening.**

Voting Aye: Bernstein, Chafin, Daseke, Gaines, Jandura, Meier, Wood

Voting Nay: None

Absent: None

Memorandum

Date: July 17, 2007
To: Carmen Moran, Director of Development Services
From: Slade Strickland, Director of Parks and Recreation
Subject: Case 1531-Z/SPI Holdings, LLC

- 1. The proposed parking lot will reduce the site landscape area below the 20 percent landscape regulation requirement from 20.6 percent to 17.6 percent.**
- 2. Any missing or dead plant material on the site needs to be replaced according to the approved set of landscape plans presently on file for this site.**
- 3. The irrigation system will need a rain and freeze sensor if not already installed.**
- 4. The applicant will need to submit a revised landscape plan showing evergreen shrubs along the north edge of the proposed parking lot for vehicle screening.**

Memorandum

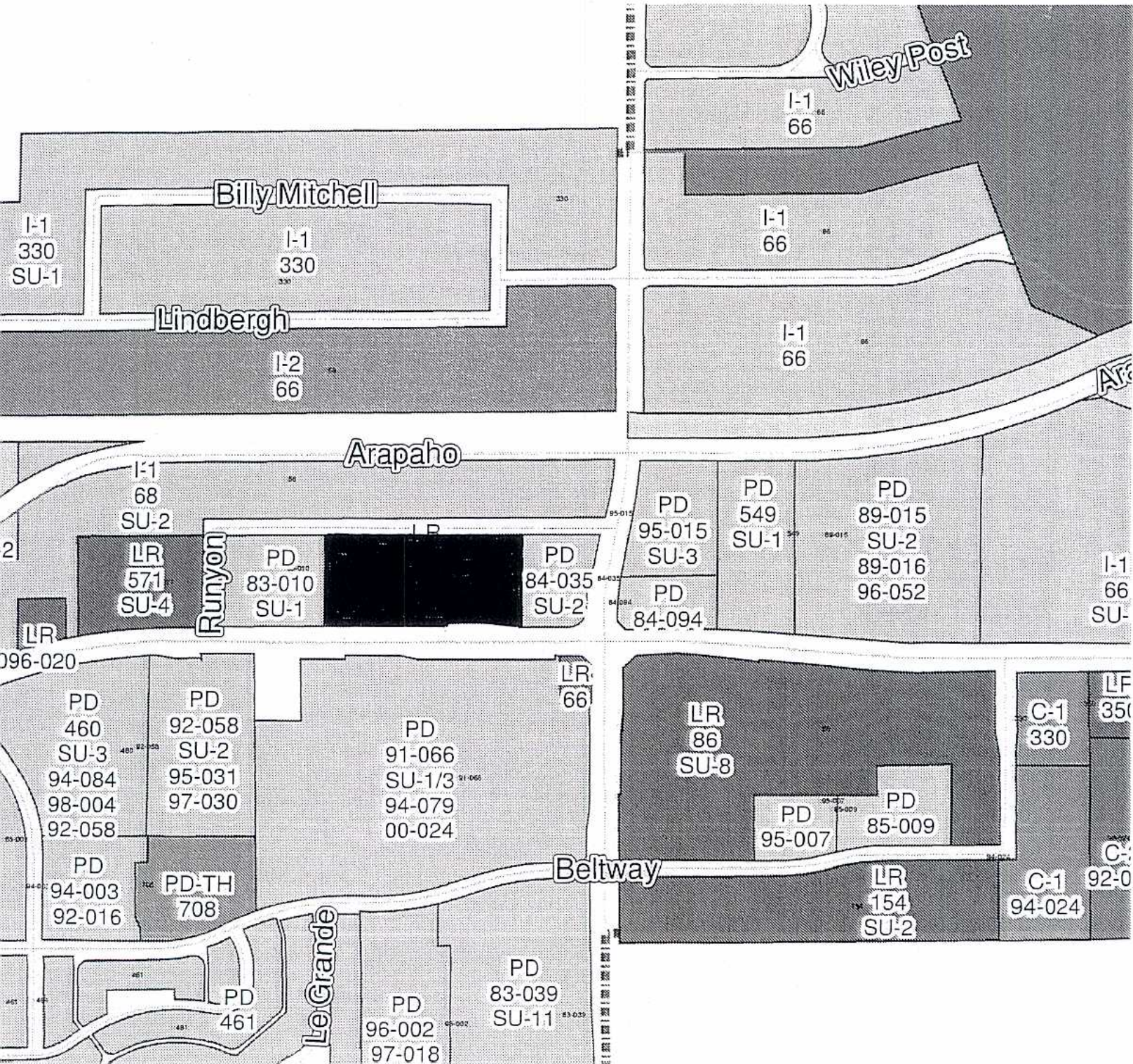
Date: January 16, 2007
To: Carmen Moran, Director of Development Services
From: Clay Barnett, Assistant Town Engineer
Subject: Case 1531-Z/SPI HOLDINGS, L.L.C.

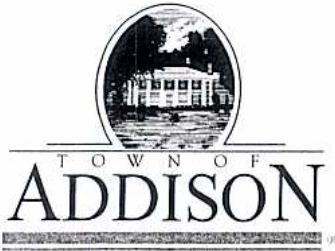
1. Civil plans will need to be submitted for review and approval.

1532-SUP

#R4

Case 1532-SUP/Best Thai. Requesting approval of a Special Use Permit for a restaurant and a SUP for the sale of alcoholic beverages for on-premises consumption, only located at 4135 Belt Line Road, Suite 112, on application from Mr. Kunya Chaisuwan.





January 17, 2007

STAFF REPORT

RE: Case 1532-SUP/Best Thai Restaurant

LOCATION: 4135 Belt Line Road, Suite 112

REQUEST: Approval of a Special Use Permit for a restaurant, and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption

APPLICANT: Best Thai Restaurant, represented by Mr. Kunya Chaiuwan

DISCUSSION:

Background. This lease space is located in the shopping center currently under construction at 4135 Belt Line Road. This is the third restaurant tenant the Commission has seen for this center. The other two tenants scheduled to open are Berry Berry Yogurt and Which Wich? Sandwiches. Best Thai is currently in operation at 14833 Midway Road, Suite 100. They will move the restaurant from that location to this new lease space.

Proposed Plan. The floor plan shows a 2,000 square foot restaurant. The restaurant will be open for lunch and dinner. This restaurant is not a fast-casual concept, but is a standard restaurant with waiter service. The restaurant does plan to serve alcohol, and although it does not have a separate bar area, it has a small bar with four bar stools.

The plan also shows three tables in a small patio area in front of the restaurant. The staff estimates the patio space to be 112 square feet. The center will have to provide parking space for that area as well, which will increase the parking requirement by one space.

Façade. The applicant will add an entrance door into the existing store glass on the space. There will be no other changes to the façade.

Parking. The parking requirement for this restaurant is figured at a 1/100 ratio, which is 21 spaces. The owners have provided 346 total parking spaces in the center. At a

1/200 ratio, the center would only require 227 spaces. There were 119 extra spaces that could be allocated to restaurants. Which Wich? took 17 spaces and Berry Berry Yogurt took 13 more. This restaurant will take an additional 21. Therefore, there are 68 spaces left in the center that can be allocated to restaurant use. The center has sufficient parking for this use.

Landscaping. A landscaping plan has been approved for the center. Landscaping will be installed in the final phase of construction. All landscaping must be in before any COs will be issued to any tenants.

Food Service Code. This restaurant will require a grease trap, and the applicant should be advised that the restaurant will be subject to all regulations contained in the Addison Food Service Ordinance.

Building Code. Lynn Chandler, the Building Official, notes that a CO for this space will not be issued until a shell CO has been issued for the entire center.

Signage. The applicant has not shown signs on the plans. He should be advised that all signs for the restaurant must comply with the requirements of the Addison Sign Ordinance. In addition, the Town has a policy against the use of any term or graphic depiction that relates to alcoholic beverages in any exterior signs.

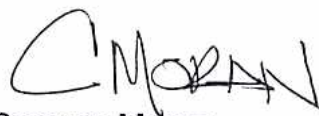
RECOMMENDATION:

Staff recommends approval of the Special Use Permit for a restaurant, and the Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, subject to the following conditions:

-A C.O. will not be issued on this lease space until a Shell C.O. has been issued for the entire site.

-The applicant shall not use any term or graphic depiction that relates to alcoholic beverages in any exterior signs.

Respectfully submitted,



Carmen Moran
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on January 25, 2007, voted to recommend approval of the request on application from Best Thai Restaurant, subject to the following conditions:

-A C.O. will not be issued on this lease space until a Shell C.O. has been issued for the entire site.

-The applicant shall not use any term or graphic depiction that relates to alcoholic beverages in any exterior signs.

Voting Aye: Bernstein, Chafin, Daseke, Gaines, Jandura, Meier, Wood

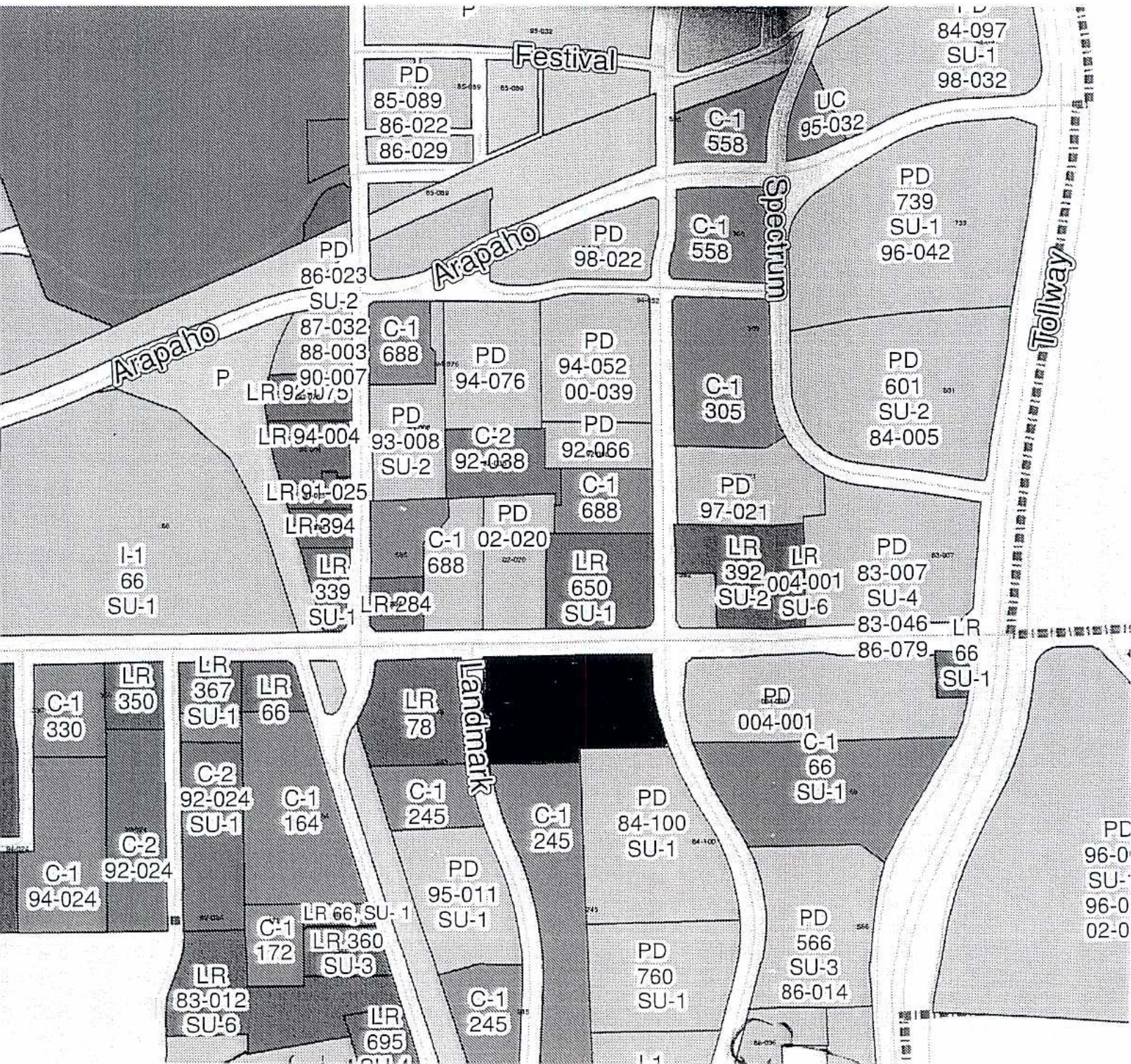
Voting Nay: None

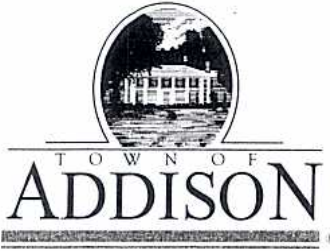
Absent: None

1533-SUP

#R5

Case 1533-SUP/Café Brazil. Requesting approval of a Special Use Permit for a restaurant and a SUP for the sale of alcoholic beverages for on-premises consumption only, located at 4930 Belt Line Road, Suite 100, on application from Café Brazil, represented by Mr. Phillip Morse of Edifice Architecture.





January 21, 2005

STAFF REPORT

RE: Case 1533-SUP/Café Brazil

LOCATION: 4930 Belt Line Road, Suite 100

REQUEST: Approval of an amendment to an existing Special Use Permit for a restaurant, and an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only

APPLICANT: Café Brazil, represented by Mr. Philip Morse of Edifice Architecture

DISCUSSION:

Background. The applicant is proposing to reopen a space that was originally approved for a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption for Gilbert's Delicatessen (Ordinance 001-016. In 2005 the space was remodeled and reopened as Monica's Aca y Alla (Ordinance 005-006), but Monica's closed about six months ago.

At this point, Café Brazil is seeking to take a portion of the former Monica's space. It will remodel the easternmost 3,550 square feet of the former 6,015 square-foot space. The landlord has indicated it will seek a non-restaurant tenant for the remainder of the space. Café Brazil is a full-service restaurant, which currently has eight other locations in Dallas, Richardson, Plano, and Carrollton.

Proposed Plan. Café Brazil will be making only minor changes to the space it will occupy. The bar and dining areas will remain the same. The kitchen will be re-arranged in order to add restrooms, which were in the portion of the space that is being subdivided out. The plan shows three tables in a proposed patio on the east corner of the building. The area for the proposed patio measures 115 square feet. Parking will have to be provided for that additional 115 square feet.

Façade. The applicant is not proposing any changes to the façade of the restaurant, but may add awnings.

Landscaping. The landscaping on the site was recently renovated and meets the requirements of the ordinance.

Parking. The restaurant is 3,665 (3,550 + 115) square feet. Restaurant uses in this center that do not utilize designated valet parking have a parking ratio of one space per 160 square feet. Under that ratio, the restaurant requires 23 parking spaces.

Building Code. Lynn Chandler has noted two building code issues that must be addressed before a building permit can be issued for the space. The applicant should be aware that he will be required to construct a 2-hour fire wall between his lease space and the remainder of the building. In addition, the two exits from the dining area do not have the proper separation as required by the 2003 IBC. The applicant should be aware that the space will have to comply with all requirements of the Building Code.

Signs. The applicant has shown signs on the photos of the facades. The applicant should be aware that all signs must be permitted under the requirements of the Addison Sign ordinance, and cannot be approved through this process. The applicant should also be aware that the Town has a policy against the use of any terms, including the term "bar," "club," or graphic depictions that denote alcoholic beverages in exterior signs.

RECOMMENDATION:

Staff recommends approval of the request for an amendment to an existing Special Use Permit for a restaurant, and an amendment to an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, subject to the following condition:

-The applicant shall not use any terms, including the term "club," or graphic depictions that denote alcoholic beverages in exterior signs.

Respectfully submitted,



Carmen Moran
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in a rescheduled session on January 25, 2007 voted to recommend approval of the amendment to a Special Use Permit for a restaurant and the Special Use Permit for the sale of alcoholic beverages for on-premises consumption, subject to the following condition:

-The applicant shall not use any terms, or graphic depictions, that denote alcoholic beverages in exterior signs.

Voting Aye: Bernstein, Chafin, Daseke, Gaines, Jandura, Meier, Wood

Voting Nay: None

Absent: None

Memorandum

Date: July 17, 2007
To: Carmen Moran, Director of Development Services
From: Slade Strickland, Director of Parks and Recreation
Subject: Case 1533-SUP/Cafe Brazil

The landscaping at this center was recently renovated and complies with the landscape regulations.

To: Carmen Moran, Director Development Services

From: Lynn Chandler, Building Official

Date: January 16, 2007

Subject: Case 1533-SUP/Café Brazil

The applicant should be aware that this space shall be separated from the remainder of the building with a two hour occupancy separation wall. In addition the two exits from the dining area do not have the proper separation as required by the 2003 IBC. The code requires these two exits to be separated by a minimum of at least one half of the largest diagonal of the area served by the exiting system.

Council Agenda Item: #R6

SUMMARY:

This item is to discuss amending the Town's 457 Deferred Compensation plan document.

FINANCIAL IMPACT:

None

BACKGROUND:

ICMA-Retirement Corporation, the Administrator for the Town's 457 Deferred Compensation plan, has recommended amendments to their model 457 plan document. Attached please find an "OVERVIEW OF THE 457 DEFERRED COMPENSATION PLAN DOCUMENT CHANGES."

It should be noted that while the plan may permit deferrals from accumulated sick pay, accumulated vacation pay and/or back pay at the time of an employee's separation from service, Town policy currently does not allow for the deferral of accumulated sick pay.

The advantages of adopting ICMA-RC's amended model document are identified below:

- ICMA-RC maintains the document in compliance with all Internal Revenue Code and other regulatory requirements, thus relieving the Town from the burden and cost of continually reviewing and revising our plan document in response to changes in the IRC and related regulations.
- ICMA-RC's amended model 457 plan document is designed to provide employers and participants with as much flexibility as possible within IRS guidelines.
- ICMA-RC always seeks a favorable private letter ruling from the IRS for their model 457 plan document.

The Town may at any time amend its 457 Deferred Compensation plan by transmitting the amendment in writing to the ICMA-RC Plan Administrator at least 30 days prior to the effective date of the amendment.

RECOMMENDATION:

Staff recommends approval of ICMA-RC's model 457 Deferred Compensation plan.

**ATTACHMENT A
OVERVIEW OF THE 457 DEFERRED COMPENSATION
PLAN DOCUMENT CHANGES**

As your 457 deferred compensation plan provider, ICMA-RC will take care of most additional administrative tasks associated with the plan document changes. Your Client Services Team is available at 1-800-326-7272 to answer any questions you may have.

Item	Old Document	New Document Change	Plan Document Reference	Purpose	Employer Administrative Actions
1. Deferral of Sick, Vacation and Back Pay (Timing Requirements)	Timing requirements required a participant to be an employee in the month that the election to defer accumulated sick, vacation and back pay was made. This was modified by the proposed IRS regulations (explained in the "New Document Change" column to the right).	Pursuant to proposed IRS regulations issued under Section 415 of the Code, the Plan may permit deferrals from compensation, including sick, vacation and back pay, so long as the amounts are paid within 2 ½ months following severance from employment and the other requirements of Sections 457(b) and 415 of the Code are met. Additionally, the agreement to defer such amounts must be entered into prior to the first day of the month in which the amounts otherwise would be paid or made available.	Section 5.03	To clarify the timing requirements in place for deferrals of accumulated pay upon an employee's separation from service.	Employers should familiarize themselves with the new timing requirements.
2. Protection of Person Who Serves in a Uniformed Service	Not available (provision was made available when the final USERRA regulations were issued on December 19, 2005.)	An employee whose employment is interrupted by qualified military service or who is on leave of absence for qualified military service may elect to contribute additional amounts to the 457 deferred compensation plan upon resuming employment. The employee may contribute an additional amount equal to what he/she could have elected to defer during the period of military service had employment continued without interruption or leave, reduced by any deferred compensation actually made by the employee during the period of interruption or leave. This right applies for five years following the resumption of employment (or for a period equal to three times the period of the interruption or leave, if sooner).	Section 5.06	Added language to the document to comply with amended USERRA regulations issued on December 19, 2005.	Employers should be aware of this legislative change and the potential impact on employees who are serving in the military.
3. In-Service Distributions – Age 70 ½	Not available.	Added the ability for the employer to offer in-service distributions for participants age 70 ½ or older. This provision is offered by default. If you do not wish to offer this option, you will need to indicate "No" in Section III.1 of Attachment D (p.6).	Section 7.09	Provides increased withdrawal options to employers and their employees.	Complete Attachment D on p.6 if you do <u>not</u> wish to offer in-service distributions to participants who are age 70 ½ or older.
4. In-Service Distributions – Rollover Assets	Not available.	Added the ability for the employer to offer in-service distributions for rolled-in amounts. This provision is not offered by default. If you wish to offer this option, you will need to indicate "Yes" in Section III.2 of Attachment D (p.6)	Section 7.08	Provides increased withdrawal options to employers and their employees.	Complete Attachment D on p. 6 if you wish to offer in-service distributions of rollover assets.

**ATTACHMENT E2
SUGGESTED RESOLUTION FOR A LEGISLATIVE BODY RELATING TO
AMENDING A DEFERRED COMPENSATION PLAN**

Plan Number: _____

Name of Employer: _____ State: _____

Resolution of the above named Employer ("Employer")

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the Employer has established a deferred compensation plan for such employees that serves the interest of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer has determined that the continuance of the deferred compensation plan will serve these objectives; and

NOW THEREFORE BE IT RESOLVED that the Employer hereby amends and restates the deferred compensation plan (the "Plan") in the form of: (Select one)

- The ICMA Retirement Corporation Deferred Compensation Plan and Trust*
- The Plan and Trust provided by the Employer (executed copy attached hereto)**

BE IT FURTHER RESOLVED that the assets of the Plan shall be held in trust, with the Employer serving as trustee ("Trustee"), for the exclusive benefit of Plan participants and their beneficiaries, and the assets shall not be diverted to any other purpose. The Trustee's beneficial ownership of Plan assets held in VantageTrust shall be held for the further exclusive benefit of the Plan participants and their beneficiaries;

BE IT FURTHER RESOLVED that the employer hereby agrees to serve as Trustee under the Plan.

I, _____, Clerk of the (City, County, etc.) _____ of _____ do hereby certify that the foregoing resolution, proposed by (Council Member, Trustee, etc.) _____, was duly passed and adopted in the (Council, Board, etc.) _____ of the (City, County, etc.) _____ of _____ at a regular meeting thereof assembled this _____ day of _____, 20____, by the following vote:

AYES:
NAYS:
ABSENT:

(Seal) _____
Clerk of the (City, County, etc.)

* If you are adopting ICMA-RC's amended model 457 plan document without modification, there is no need to mail this resolution to ICMA-RC.

** If you are amending your own individually designed plan document, this executed resolution should be returned in the enclosed postage-paid envelope, or mailed to:

ICMA-RC
Attention: New Business Unit Analyst
777 North Capitol Street NE
Washington, DC 20002-4240

#R7

Council Agenda Item: #R7

SUMMARY:

Presentation of the Town of Addison Financial Reports for the quarter ended December 31, 2006.

Council Agenda Item: #R8

SUMMARY:

This item is to request Council's approval of a contract with Coban Research and Technologies Inc. for the purchase and installation of fifteen (15) VMDT G2 Systems (Integrated In-Car Video Camera and Mobile Data Computer) Systems. The existing MDCs, Mobil Data Computers, were purchased and installed in 2003. The Police Officers use these devices to communicate with dispatch and the department of Public Safety in Austin. Because of the nature of the business these devices are scheduled to be replaced more frequently than usual, every three (3) years. These equipments are necessary for the Public Safety purposes therefore; not subject to the competitive bidding process.

FINANCIAL IMPACT:

Budgeted Amount: \$130,000

Cost: \$129,855

This amount is budgeted in the Information Technology Internal Service Fund.

BACKGROUND:

In July, 2006, we established a selection committee to oversee the selection of MDCs for the Public Safety group. This committee was composed of the staff from the Police, and the IT departments. The main objective for this committee was to select a solution that offers:

- a) ease-of-usage and environment-friendly devices which were the main concerns for the police officers ,
- b) Flexibility, compatibility, modularity, reliability, adaptability, and scalability which were the Information Technology Staff's concerns.

Due to needed functionalities, a unique operating environment, and limited real estate to operate these devices a decision was made not to release a RFP for the purchasing of these devices. Instead, we began testing an integrated Mobile Data Computer/In-Car Video System from Coban.

It should be noted that Coban is the Town's current Public Safety In-Car Video System provider which was selected through a RFP process released in December of 2003.

Coban VMDT G2 System is designed to be both an in-car computer and a mobile digital video recorder. Considering the limited space and the power consumption from other equipment installed in the vehicle, VMDT is the most logical choice if the Police Department uses both in-car computers and digital

video recorders. The department would also benefit from implementing this solution in several ways such as: single vendor for both MDC and Digital Video solution (Single point of Contact for support), expanded functionality due to single hardware platform and operating systems, and less expensive than most “2 vendor” separate solutions. Currently, in the “Information Technology Replacement Fund 10-year Plan” we budget \$130,000 for the replacement of MDCs every three (3) years and \$120,680 for the replacement of the In-Car Video Camera every 6 years. This integrated device will save the Town \$120,680 every six (6) year.

Coban integrated system is a truly sunlight-readable color display, integrated digital and computer system designed specifically for mobile use in law enforcement, fire, safety, utility, military, and medical vehicles.

The VMDT display is rugged, easy to view in direct sunlight, and dimmable to near black for night use. VMDT is built to withstand the rigors of mobile environments and to deliver critical data when needed. The following are some of the characteristics of this system:

- The computer hardware is open architecture and it can be upgraded or changed without replacing the entire system, providing maximum cost-effectiveness.
- The display is EMI shielded and does not interfere with voice or data radio communications.
- VMDT is designed to manage heat, to assure continuous operation without thermal cut out or degrading microprocessor performance.
- VMDT is designed to always be viewable in vivid color at night and in direct sunlight, even when sunglasses are worn.
- The VMDT display is compatible with most computers.
- The VMDT display can be dimmed to prevent unwanted nighttime vehicle illumination.
- The large display is easy to read and mounts high on the dashboard for optimum viewing and safety while driving.
- The display’s extremely wide viewing angle makes it easy to see from the driver or passenger seats.
- The VMDT 12.1” display includes composite video input for in-car video viewing.
- The display design and mounting system have been proven airbag-friendly.
- VMDT protective glass screen provides high impact resistance and can be used with a gloved hand.
- The open architecture computer provides USB ports, multiple serial ports, a 10/100 Base-T Ethernet port, and has an integrated stereo power amplifier.

RECOMMENDATION:

Staff recommends that the Council authorize the City Manager to enter into a contract with Coban Research and Technologies Inc. for the purchase and installation of 15 VMDT G2 Systems in the amount of \$129,855 subject to the City Attorney's final approval....



Coban Research and Technologies, Inc.
12503 Exchange Dr., Ste. 536
Stafford, Texas 77477
p.281.277.8288
f.281.277.8256

Customer: City of Addison Police Department
Address:
City, State, Zip:
Phone:
Fax:

QUOTE

Date: 01/26/2007

Prices valid for 60 days

Coban In-Car Components					
VMDT	PART NUMBER	PART NUMBER	Price / Unit	QTY	
	SYSV2-SCSM	12" VMDT II System (one unit is quoted as FULL SPARE CPU Module: 1.6GHz P-Mobile, 1G RAM, 20GB Internal HDD, 40GB Mobile HDD, Single Camera Interface, Power 12" TFT Monitor Sony Digital Camera IX11A no IR Seperate Wireless Receiver/Tranceiver Module GWD-900 Package A <i>Wireless Microphone Receiver</i> <i>Wireless Microphone Receiver Antenna</i> <i>Wireless Microphone Transmitter</i> <i>Wireless Microphone Transmitter Antenna</i> <i>Wireless Microphone Li-Ion Battery 1400mA</i> <i>Wireless Microphone Leather Pouch</i> <i>Wireless Microphone Charger Set, incl.</i> <i>Wireless Microphone Car Charger Cable</i> <i>Wireless Microphone Wall Charger Cable</i> 12ft. In-Car Covert Microphone Back-Lite Spill Proof Keyboard Microsoft Window XP-PRO VMDT II System & Application Software License or *need to quote mounting and DVMS license separately)	\$ 7,425.00	15	\$ 111,375.00
Mounting	PART NUMBER	PART NUMBER	Price / Unit	QTY	
	MV2-02	VMDT Mounting (Exclude: console and hump plate)	\$ 350.00	14	\$ 4,900.00
Upgrade	PART NUMBER	PART NUMBER	Price / Unit	QTY	
Camera	SCCMR-03	Add Additional Back Seat Infrared Camera to Main Camera Module (This upgrade must be addressed during initial order)	\$ 295.00	14	\$ 4,130.00
	SCCMR-01	Secondary Camera (Dual Recording) Separate Rear Facing	\$ 295.00	0	\$ -
GPS	SCGPS-01	Garmin GPS	\$ 250.00	0	\$ -
Dual Microphone	SCMIC-2WL	Second Microphone Receiver Module (Receiver Only)	\$ 350.00	0	\$ -
Wireless	NSWIR-01	802.11 Wireless antenna extension	\$ 180.00	0	\$ -
		Resettable Crash Sensor	\$ 250.00	0	\$ -
Spare / Replacement	PART NUMBER	PART NUMBER	Price / Unit	QTY	
Microphone	SCMIC-PKGAT	Package A (Transmitter & Receiver) <i>Wireless Microphone Transmitter</i> <i>Antenna for Wireless Microphone</i> <i>Wireless Microphone Li-Ion Battery 1400mA</i> <i>Wireless Microphone Leather Pouch</i> <i>Wireless Microphone Charger</i> <i>DC Car Charger Cable</i> <i>Wireless Microphone Wall Charger Cable</i> <i>Wireless Microphone Receiver</i> <i>Antenna for Wireless Microphone Receiver</i>	\$ 385.00	0	\$ -
	SCMIC-PKGBT	Package B (Transmitter) <i>Wireless Microphone Transmitter</i> <i>Antenna for Wireless Microphone</i> <i>Wireless Microphone Li-Ion Battery 1400mA</i> <i>Wireless Microphone Leather Pouch</i> <i>Wireless Microphone Charger</i> <i>DC Car Charger Cable</i> <i>Wireless Microphone Wall Charger Cable</i>	\$ 305.00	0	\$ -
	SCMIC-PKGCR	Package C (Receiver) <i>Wireless Microphone Receiver</i> <i>Antenna for Wireless Microphone Receiver</i>	\$ 120.00	0	\$ -
	SCMIC-TANT	Transmitter Antenna	\$ 12.00	0	\$ -
	SCMIC-BP01	Lithium Ion Battery	\$ 30.00	0	\$ -
	SCMIC-LC02	Microphone - Leather Pouch w/ protective mic screen	\$ 18.00	0	\$ -
Hard Drives	SCMHD-1830	30GB Mobile HDD	\$ 350.00	0	\$ -
	SCMHD-1860	60Gb Mobile HDD	\$ 440.00	0	\$ -
Camera	SCCMR-01	Complete Sony 11A Camera w/o IR	\$ 600.00	0	\$ -
	SCCMR-02	Complete Sony 11A Camera w/ IR	\$ 845.00	0	\$ -

Coban BackOffice					
Back Office Software	PART NUMBER	PART NUMBER	Price / Unit	QTY	
License	WDVMS-LC	DVMS Software License Fee / In-Car Unit	\$ 250.00	0	\$ -
Back Office Hardware	PART NUMBER	PART NUMBER	Price / Unit	QTY	
Upload	BUPL-01	Mobile HDD Up-Load Stand (we will replace one Gen I cradle with one GII at no cost.)	\$ 150.00	0	\$ -
Workstations					
Internal RAID					
External RAID					
Optional Storage Solution	BDVD-25	Automated Robotic CD/DVD Back-up Solution, Fully Coban DVMS integrated, fast, automated robotic CD/DVD duplication along with full-color, 4800 dpi	\$ 4,850.00	0	
Coban Services					
In-Car Installation	PART NUMBER	PART NUMBER	Price / Unit	QTY	
	LINST-01	VMDT-GII-Hardware/Software Installation / In-Car Unit	\$ 400.00	14	\$ 5,600.00
	UNINST	TopCam De-Installation	\$ 175.00	14	\$ 2,450.00
Back Office Installation	PART NUMBER	PART NUMBER	Price / Unit	QTY	
	LSET-01	DVMS Set-Up Fee / Day			
		1 Day	\$ 2,500.00	0	\$ -
		2 Day	\$ 3,500.00	0	\$ -
		3 Day	\$ 4,500.00	0	\$ -
	LSET-02	Back Office SW Set-Up, Excluding DVMS Set-Up Fee / Day			
		1 Day	\$ 2,500.00	0	\$ -
		2 Day	\$ 3,500.00	0	\$ -
		3 Day	\$ 4,500.00	0	\$ -
	LSET-03	Back Office HW Set-Up, Excluding DVMS Set-Up Fee / Day			
		1 Day	\$ 2,500.00	0	\$ -
		2 Day	\$ 3,500.00	0	\$ -
		3 Day	\$ 4,500.00	0	\$ -
	LSET-04	Back Office Workstation Set-Up / Workstation	\$ 250.00	0	\$ -
Training	PART NUMBER	PART NUMBER	Price / Unit	QTY	
	LTRAN-01	In-Car Installation Training			
		1 Day Training	\$ 2,000.00	0	\$ -
	LTRAN-02	On-Site Officer Training			
		1 Day Training	\$ 2,500.00	0	\$ -
		2 Day Training	\$ 3,500.00	0	\$ -
		3 Day Training	\$ 4,500.00	0	\$ -
	LTRAN-03	On-Site Back Office Training			
		1 Day Training	\$ 2,500.00	0	\$ -
		2 Day Training	\$ 3,500.00	0	\$ -
		3 Day Training	\$ 4,500.00	0	\$ -
Warranty	PART NUMBER	PART NUMBER	Price / Unit	QTY	
	WARR-V23	VMDT G2- Second/Three Year Extended Warranty (include DVMS Annual License Fee & Standard 1st yr. Manufactures Warranty)	\$ 900.00	0	\$ -
	LSERV-02	VDMT/PV/TopCam After Warranty Service Charge/Hour	\$ 150.00	0	\$ -
	LSERV-03	Project Management Fee / Hr.	\$ 150.00	0	\$ -
Shipping	PART NUMBER	PART NUMBER	Price / Unit	QTY	
	LSHIP-01	Shipping per unit cost	\$ 100.00	14	\$ 1,400.00
TOTAL					\$ 129,855.00

Prices do not include taxes



PURCHASE CONTRACT

Between Town of Addison and

Coban Research and Technologies

For

VIDEO MOBILE DATA TERMINAL (VMDT G2)

This Purchase Contract ("Contract") is made and entered into by and between Coban Research and Technologies, Inc., (hereinafter referred to as "Coban") and the Town of Addison, Texas (the "City").

This Contract consists of the provisions set forth below, including provisions of all Attachments referenced herein and attached hereto. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth below shall control.

A. General Terms and Conditions

1. Freight

All deliveries shall be freight prepaid, F.O.B. destination Addison, TX. and shall be included in all pricing offered unless otherwise clearly stated in writing.

2. Warranty conditions

All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. Coban shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated herein in writing. Coban shall assign to the City all benefits of any manufacturer's warranty or any other guarantee which may apply to the same; such warranties shall begin when supplies or equipment are delivered to and accepted by the Customer.

Coban further warrants and represents to the City:

- (a) it has full power and authority to enter into this Contract and to grant and provide to the City all the rights set forth herein; and
- (b) it is duly incorporated and subsisting and properly registered under the laws of the State of Texas and authorized to do business in the State of Texas; and
- (c) the execution of this Contract will not breach or interfere with any other agreement to which Coban has entered into; and
- (d) it shall not enter into another agreement, the carrying out of which would interfere with the carrying out of this Contract; and
- (e) its services and work will be provided in a professional, good and workmanlike manner, consistent with the commercially accepted best practices and standards that are in use in its line of business as of the time such services and work are provided; and

- (f) its services and work shall meet the City's standard work rules, security regulations or similar requirements if Coban is informed of same; and
- (g) it has the skills, qualifications, expertise, experience and financial capability necessary to perform the services described herein in an efficient and cost-effective manner with a high degree of quality and responsiveness; and
- (h) all work performed under this Contract shall be free and clear of liens, claims, security interests or encumbrances in favor of Coban, its contractors, subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to this Contract; and Coban agrees to defend, indemnify and hold harmless the City, at Coban's Supplier's sole cost and expense, from and against any and all actions, lawsuits, or proceedings brought against the City as a result of liens filed against the work hereunder, the site of any of such work, or any other property of the City or any third party, and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings (and such obligation to defend, indemnify and hold harmless shall survive the expiration or termination of this Contract); and
- (i) there are no actual or threatened suits or claims pending that involve Coban's right to grant any rights hereunder, perform the services, or that would otherwise affect Coban's performance under this Contract; and
- (j) the City shall quietly and peacefully possess the products, equipment, and materials provided under the provisions of this Contract, and the Customer's right of quiet enjoyment and use and possession of the products, equipment, and materials will not be interrupted or otherwise disturbed by Coban, its officers, directors, employees, agents, successors or assigns or any person, firm or entity asserting a claim under or through Coban; and
- (k) any training, support and other services that Coban provides under this Contract, directly or through its authorized subcontractors, shall be provided by personnel who are trained and skilled in the provision of such services consistent with commercially accepted best practices.

3. Customer support

Coban shall provide timely and accurate technical advice and sales support **to the Town of Addison staff and participants**. Coban shall respond to such requests within one (1) working day after receipt of the request either by telephone or e-mail.

4. Contracts

All **contracts and agreements** between Coban and **the Town of Addison** shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as adopted by the State of Texas and as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the Town.

5. Tax exempt status

All government entities exempt from payment of taxes under Chapter 20, Title 122A of the Revised Civil Statutes of Texas, for the purchase of tangible personal property, must supply Coban with the appropriate documentation prior to or in conjunction with initial purchase.

6. Disclosures

Coban affirms that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Contract.

7. Ordering Procedures

Purchase orders are issued by the Town to Coban per order. Participating entities must send purchase orders to Coban, unless otherwise stipulated by Coban. Coban will review and forward orders to their purchasing department **within two working days**. Confirmation of receipt of order may be requested by the Town.

8.0 Shipments

Coban shall ship ordered products within **_30 working days** after the receipt of the order unless modified in the Special Terms and Conditions section of this Contract set forth below. If a product cannot be shipped within that time, Coban shall notify the Town as to why the product has not shipped and shall provide an estimated shipping date, if applicable. The participant may cancel the order if estimated shipping time is not acceptable.

9.0 Invoices

Coban shall submit invoices, in duplicate, to the Town. Each invoice shall include purchase order number. The shipment tracking number or pertinent information for verification of order's receipt shall be made available upon request. Coban shall not invoice for partial shipments unless agreed to in writing in advance between Coban and the Town.

1. Payments

The compensation to be paid to Coban by the Town for all services including but not limited to Hardware, Software, Installation, and Configuration, described on attachment "A" will be set forth on SOW (Statement of Work). Should additional work beyond the scope of the services detailed herein by Coban be requested by the Town, fees for such services will be negotiated with IT Director prior to performing such work.

- The Town shall have no obligation to make any payment due hereunder until the thirty (30) days following the receipt of Coban's invoice, which invoice shall be sent to the Town of Addison upon the conclusion of the services. Invoices shall be mailed to: *[address needs to be added]* Any such invoice shall include true and correct copies of any and all receipts and other documents and materials in support of the invoices, and any such additional documents or materials as the City may request in connection with the invoice and/or the payment to Coban.
- Coban shall maintain accurate records, which are the basis of charges for any fees, expenses, if applicable, or other charges to the Town.
- In the event the Town disputes any amount, whether related to fees or other charges on any Coban invoice, the Town and Coban agree to seek to resolve such

dispute within ninety (90) days after notification of the dispute to Coban. Coban agrees to provide full supporting documentation concerning any disputed amount or invoice to the Town within thirty (30) days after Town provides written notification to Coban. So long as the Town furnishes such written notification to Coban, the Town shall have no obligation during the ninety (90) day period specified above to pay any amount that Coban reasonably disputes hereunder.

2. Pricing

Coban and the Town agree to the pricing on attachment "A" for the terms of this Contract. Pricing may be renegotiated on future purchases to reflect price decreases or changes in unit / component pricing.

3. New Technology and Products

New products that meet the scope of work may be added to the existing Contract, provided the parties hereto agree to do so. Pricing for such new products shall be supplied, in writing, to the Town for review and approval.

B. Special Terms and Conditions

1. Product and Service Offerings

This Contract is for Video Mobile Data Terminal (VMDT G2) devices, consulting services, installation services, back-office management software and hardware, and archiving hardware. All equipment supplied shall be by national and international manufacturers, sold as new equipment (realizing that manufacturers recycle many components). This Contract is not for used or remanufactured machines. All equipment sold must have new serial numbers.

2. Information Technology Consulting Services

Coban shall provide the following information technology consulting services to the City: the ability to analyze and document the current video capture needs of the City's Police Department, and how to improve such processes through digital capture and management.

3. Video Mobile Data Terminal Devices

Coban shall provide the following to the City: provide a range of products and services intended to support Computers, the digital capture and storage of video and audio in a mobile police vehicle. It will be an advantage to the vendor of third party products if the proposed equipment also acts as a convergence platform for in-car services.

4. Installation Services

Coban shall provide the following to the City: provide a wide range of products and services intended to support the installation of the proposed hardware in the car, as well as installation of the proposed back-office hardware, software, and archiving devices at the City's police station located at 4799 Airport Parkway.

5. Back-office hardware, software, and archiving devices

Coban shall provide the following to the City: provide a wide range of products intended to support the needs of the City to store, manage and retrieve critical video data. This may include products and services such as servers, PCs, management software, tape libraries, network attached storage.

7. DATA RECONSTRUCTION:

The Town is responsible for maintaining its own procedures for the reconstruction of lost or altered files, backup or saving of data or programs to the extent deemed necessary by the City and for actually reconstructing any lost or altered files, data or programs. Coban assumes no responsibility for the protection of the Town's data. Coban is not liable for damage to software or data caused by service to the computer hardware equipment, except to the extent that such damage is caused by Coban. Coban is not liable for software damage due to any outside factor, i.e. software virus, network or power outages, etc., except to the extent that such software damage is caused by Coban.

8. **FORCE MAJEURE:**

Neither party hereto shall not be liable for delays or failure to perform with respect to this agreement due to (i) causes beyond the party's reasonable control and not avoidable by diligence, (ii) acts of God, epidemics, war, riots, or delays in transportation which are beyond the party's reasonable control and not avoidable by diligence, or (iii) inability for causes beyond its control and not avoidable by diligence to obtain necessary labor, materials, or manufacturing facilities, or delays caused by subcontractors due to similar causes. In the event of any such delay (each such event being beyond the party's reasonable control and not avoidable by diligence), the date of performance shall be extended for a period equal to the time lost by reason of the delay.

9. **MISCELLANEOUS:**

1. If a third Party claims that any equipment, supplies, or other materials that Coban provides under this Contract infringes any intellectual property right (including, without limitation, patent, copyright, trade secret and proprietary rights), Coban will defend, indemnify, and hold harmless the City against any such claim at Coban's expense and pay all costs, damages, and attorney's fees that a court finally awards, provided that the City:

(a) promptly notifies Coban in writing of the claim and does not incur defense expenses without prior notice to Coban; and

(b) allows Coban to control, and cooperates with Coban in, the defense and any related settlement negotiations.

If such a claim is made, or appears likely to be made, Coban must provide to the City one of the following alternatives at the City's election: (a) enable the City to continue to use the equipment, supplies, or other materials which is the subject of the claim, (b) modify the equipment, supplies, or other materials so as to make it non-infringing, (c) replace the equipment, supplies, or other materials with a non-infringing product that is functionally equivalent to or superior to the equipment, supplies, or other materials, or (d) terminate this Contract and return the infringing product to Coban, with reimbursement to the City of the cost for the same.

The provisions of this subsection shall survive the termination or expiration of this Contract.

2. Coban shall defend (with counsel acceptable to the City), indemnify and hold harmless the City, its officials, officers, employees, and agents (together, "Indemnified Persons") against

and from any and all losses, liability, lawsuits, damages, claims, demands, costs, penalties, fees and expenses (including, without limitation, reasonable attorneys' fees), whether based on contract, tort (including, without limitation, strict liability), or otherwise, arising from, out of, or in connection with (i) any act or omission of Coban or its subcontractors, or the officers, directors, employees, agents, or representatives of any of them, under or pursuant to this Contract, (ii) any breach of this Contract by Coban, and (iii) any assertion under worker's compensation or similar laws made by persons furnished by Coban. The provisions of this subparagraph shall survive the termination or expiration of this Contract.

3. The City, by written notice, may terminate this Contract, in whole or in part. Upon receipt of the termination notice, Coban will stop work as specified in the notice in an orderly and expeditious manner, place no further subcontracts or orders in connection with this Contract (except as necessary to complete the continuing portion of the Contract, if any), terminate all subcontracts to the extent they relate to terminated work and, with the approval of City, settle all outstanding liabilities arising thereunder, deliver to City all equipment, materials, and products in progress, and all applicable interests in and rights thereto), completed work and supplies produced or acquired for the work terminated, and complete performance of any work not terminated. The City will pay Coban for all equipment, materials, and products delivered and accepted by the City and for Coban's services properly performed and provided through the effective date of termination.
4. Coban has no authority or power to and shall not assign, transfer, delegate, subcontract or otherwise convey any interest herein without the prior written consent of the City, and any such assignment, transfer, delegation, subcontract or other conveyance without the City's prior written consent shall be considered null and void and shall be cause for the City to immediately terminate this Contract.

The provisions of this Agreement are solely for the benefit of the parties hereto and shall not and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

5. In the event of any suit or action under this Contract, venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The City and Coban agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.
6. Coban shall comply with required by all laws, ordinances, rules and regulations and lawful orders and all other requirements of public authorities bearing on its performance of and under this Contract.
7. Except as otherwise provided for herein, this Contract supersedes all previous agreements and constitutes the entire understanding of the parties hereto. Coban shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall

be effective unless in writing and signed by both parties. If any provision of this Contract is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of this Contract will not be affected or impaired thereby.

8. If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. All obligations arising prior to the termination of this Contract allocating responsibility or liability of or between the City and Coban shall survive completion of the services hereunder and termination of this Contract. The rights and remedies provided by this Contract are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies, and said rights and remedies are given in addition to any other rights the parties may have by law statute, ordinance, or otherwise.
9. Coban shall, during the entire term of the Contract, be construed to be an independent contractor and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, a joint enterprise relationship, or any other relationship other than that of vendor and purchaser.
10. Any notice, demand or request herein provided or permitted to be given by any party hereto to another may be served by hand delivery or by prepaid registered mail, delivered or addressed as follows:

To the City at: Town of Addison, Texas 5300 Belt Line Road Dallas, Texas 75254	To Coban at:
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Service of any such notice, demand or request shall be deemed complete on the day of actual delivery, if sent by hand delivery, or if that day is not a business day, then on the next following business day, or on the date of receipt of the registered mail, evidenced, by the proof of delivery issued by the post office. Either party may at any time give notice in writing to the other of any change of address of the party giving such notice and the address therein specified shall be deemed to be the address of such party for the giving of notices hereunder.

11. Time is of the essence of this Contract.
12. All attachments to this Contract referenced herein are incorporated herein and made a part hereof.

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

C. Signature Form

The undersigned hereby agrees to purchase goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Prices are guaranteed _____

Company name _____

Address _____

City/State/Zip _____

Telephone No. _____

Fax No. _____

E-mail address _____

Authorized signature _____

Printed name _____

Position with
company _____

Accepted by —Coban Research and Technologies

Coban Authorized Signature _____ Date _____

Print Name _____

Approved by _____
Date _____