



AGENDA

REGULAR MEETING OF THE CITY COUNCIL

7:30 P.M.

DECEMBER 11, 2007

TOWN HALL

5300 BELT LINE ROAD

REGULAR SESSION

Item #R1 - Consideration of Old Business.

Item #R2 - Consent Agenda.

#2a - Approval of the Minutes for:

November 19, 2007, 5 pm Special Meeting and Work Session
November 19, 2007, 6 pm Special Meeting and Work Session
November 27, 2007, Regular City Council Meeting

Item #R3 - Discussion and consideration of approval of a Consulting Services Agreement between the Town of Addison and Public Werks, Inc. for the provision of consulting services to the Town regarding transportation matters, and authorizing the City Manager to execute the Agreement.

Attachment:

1. Agreement
-

Item #R4 - Consideration and approval authorizing the City Manager to enter into an Interlocal Cooperative Agreement between the North Central Texas Council of Governments (NCTCOG) and the Town for implementation of the Thoroughfare Assessment Program Phase 3.2 and reimbursement of the 20 percent local match contribution of \$31,136.

Attachment:

1. Council Agenda Item Overview
2. Agreement

Administrative Recommendation:

Administration recommends approval.

Item #R5 - Discussion of the reclassification of the Administrative Assistant Position for the Public Works Department as a Management Assistant Position.

Attachments:

1. Job Description
-

Item #R6 - Consideration and approval of a Contract with Curtco, Inc. for the Street Joint and Crack Sealing Bid for work to be performed on Belt Line Road and Addison Road in the amount of \$48,500.

Attachments:

1. Council Agenda Item Overview
2. Bid Tabulation
3. Letter from Curtco, Inc.

Administrative Recommendation:

Administration recommends approval.

Item #R7 - Consideration and approval of a contract with Blade Turners Maintenance totaling \$164,302 for annual mowing services.

Attachment:

1. Council Agenda Item Overview
2. Bid Tabulation

Administrative Recommendation:

Administration recommends approval.

Item #R8 - Consideration and approval of a contract with Palm Springs Pool Service totaling \$73,883 for annual maintenance of five display fountains.

Attachment:

1. Council Agenda Item Overview
2. Bid Tabulation

Administrative Recommendation:

Administration recommends approval.

Item #R9 - Consideration and approval of substituting Encore Addison FBO, LLC in place of Encore FBO Acquisition, LLC in connection with 1) the assignment of R. Stern FBO LTD ground leases at Addison Airport, 2) the early termination of R. Stern FBO LTD ground leases in favor of a new ground lease, and 3) granting a Public FBO (fixed base operator) Fuel Farm License agreement, the said assignment, early termination, and Public FBO Fuel Farm License agreement having been previously approved by the Town Council on November 17, 2007 in favor of Encore FBO Acquisition, Inc.

Attachment:

1. Council Agenda Item Overview
2. Recommendation Letter

Administrative Recommendation:

Administration recommends approval.

Item #R10 - Discussion of possible repeal of existing Special Use Permits for vacant restaurants and corresponding Special Use Permits at such restaurants for the sale of alcoholic beverages for on-premises consumption, and possible change in the definition of a restaurant to exclude prepared food shops.

Attachment:

1. Memorandum

Administrative Recommendation:

Administration recommends approval.

Item #R11 - Consideration and approval of an ordinance amending the Code of Ordinances of the Town by deleting and repealing section 74-32 regarding the taxation of motor vehicles leased for personal use for tax (calendar) years 2008 and thereafter.

Attachment:

1. Council Agenda Item Overview
2. Ordinance
3. Comptroller Listing of Taxed Leased Vehicles

Administrative Recommendation:

Administration recommends approval.

Item #R12 - Consideration and approval of a 9-1-1 billing agreement with Foremost Telecommunications which has received a Service Provider Certificate of Operating Authority (SPCOA) from the Texas Public Utilities Commission.

Attachments:

1. Council Agenda Item Overview
2. Agreement

Administrative Recommendation:

Administration recommends approval.

EXECUTIVE SESSION

Item #ES1 - Closed (executive) session of the Addison City Council, pursuant to Section 551.072 of the Texas Government Code, to deliberate the purchase, exchange, lease, or value of various tracts or parcels of real property located within the Town of Addison.

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

Item #R13 - Discussion and consideration of any action concerning the purchase, exchange, lease, or value of various tracts or parcels of real property located within the Town of Addison.

Adjourn Meeting

Posted:
December 7, 2007 at 5:00 P.M.
Mario Canizares - City Secretary

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

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

November 19, 2007
5:00 P.M. – Addison Town Hall
5300 Belt Line Road
Addison, TX 75001

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

Absent: None

Item #WS1 Discussion of Potential Consulting Services Contract on Transportation
Issues.

Ron Whitehead led the discussion regarding Potential Consulting Services Contract on
Transportation Issues.

There was no action taken on this Item.

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

Mayor

Attest:

City Secretary

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

November 19, 2007
6:00 P.M. – Addison Town Hall
5300 Belt Line Road
Addison, TX 75001

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

Absent: None

Item #WS1 - Discussion and Presentation Regarding the Belt Line Road Re-development Concept Plan.

Gary Cunningham of Cunningham Architects led the discussion and presentation regarding the Belt Line Road Re-development Concept Plan.

No action was taken on this Item.

Item #S1 - Consideration and Approval of the Belt Line Road Re-development Concept Plan.

Councilmember Mellow made a motion to approve the Belt Line Road Re-development Concept Plan.

Councilmember Braun seconded. Motion carried.

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

Item #WS2 - Discussion Regarding Town of Addison Sign Ordinance.

Carmen Moran distributed a redline copy of the Town's Sign Ordinance. The Council will discuss the Sign Ordinance at a future Worksession.

There was no action taken on this Item.

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

Mayor

Attest:

City Secretary

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

November 27, 2007
7:30 P.M. – Town Hall
5300 Belt Line Road

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

Absent: None

Item #R1 - Consideration of Old Business.

The following employees were introduced to the Council: Kyle Wheatley with the Police Department and Thomas Graham with the Fire Department.

Boy Scout Troop #1077 was recognized during the Council Meeting.

Item #R2 - Consent Agenda.

#2a - Approval of the Minutes:

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

The Minutes for November 5, 2007, Town Meeting, were approved as written.

The Minutes for November 6, 2007, Special Meeting & Work Session, were approved as written.

The Minutes for November 13, 2007, Regular City Council Meeting, were approved with the following changes:

At the end of Item #R9 – change to read: “Councilmember Niemann recused himself from participation for Item #R10 only. He did not leave Council Chambers.”

Item #R17, indicate that Councilmember Mellow also voted “Nay.”

Item #R28, indicate that “No action was taken on this Item.”

Councilmember Niemann made a motion to approve the Minutes with changes as noted for the Minutes for November 13, 2007.

Councilmember Braun seconded. Motion carried.

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

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

Mike Sims made the presentation of the Regional General Aviation and Heliport System Plan for the North Texas Central Council of Governments.

There was no action taken on this Item.

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

Councilmember Mellow made a motion to approve Resolution R07-030, authorizing the City Manager to apply for a recycling grant from the North Central Texas Council of Governments.

Councilmember Meier seconded. Motion carried.

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

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

Councilmember Niemann made a motion to approve Ordinance 007-043 granting meritorious exception to Sec. 62-162, Premises Signs, is requested by the Crown Plaza located at 14315 Midway Road.

Councilmember Hirsch seconded. Motion carried.

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

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

Councilmember Niemann made a motion to approve the City Manager’s recommended incentive compensation to Washington Staubach Addison Airport Venture for 2007.

Councilmember Meier seconded. Motion carried.

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

Voting Nay: None

Absent: None

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

Councilmember Niemann made a motion to approve an Assignment of Ground Lease between the Town of Addison as Landlord and Schoellkopf Hangar Corporation, Ground Lease #03090-0501 to Seaking Investment Partners, Ltd., and authorizing the City Manager to execute a related estoppel letter, subject to City Manager and City Attorney approval.

Councilmember Kraft seconded. Motion carried.

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

Voting Nay: None

Absent: None

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

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

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

Councilmember Braun made a motion to approve the purchase of:

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

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

Councilmember Niemann seconded. Motion carried.

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

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

Councilmember Kraft made a motion to approve Resolution R07-031 adopting The Regional Transportation Council Clean Fleet Vehicle Policy.

Councilmember Mellow seconded. Motion carried.

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

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

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

Councilmember Kraft seconded. Motion carried.

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

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

Councilmember Mellow made a motion to approve an Agreement with APS (Advanced Public Safety) for the purchase, and installation of a Digital Citation System including

the needed software and hardware for the Police cruisers in the amount of \$49,999.09 subject to the City Attorney's final approval.

Councilmember Niemann seconded. Motion carried.

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

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

Councilmember Kraft made a motion to approve an agreement with Freese & Nichols, Inc., in the amount of \$76,544.00 for preliminary engineering of the proposed 1.5 Million Gallon Elevated Storage Tank.

Councilmember Braun seconded. Motion carried.

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

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

Councilmember Braun made a motion to approve an agreement with Northstar Construction, Inc., in the amount of \$635,592.00 for the construction of the Addison Airport Taxiway Sierra Pavement Improvements and establish a notification threshold in accordance with the Town of Addison Purchasing Policy.

Councilmember Niemann seconded. Motion carried.

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

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

Councilmember Niemann made a motion to approve final payment to Northstar Construction, Inc., for Miscellaneous Pavement Repairs – Bid #07-26.

Councilmember Mellow seconded. Motion carried.

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

Voting Nay: None

Absent: None

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

Councilmember Niemann made a motion to approve an agreement with Koos & Associates, Inc., in the estimated amount of \$367,770.00 for the removal and disposal of the underground petroleum storage tanks on the Addison Airport, subject to the City Attorney's final approval.

Councilmember Mellow seconded. Motion carried.

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

Voting Nay: None

Absent: None

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

Councilmember Braun made a motion to approve Change Order No. 3 in the amount of \$37,949.45, for various items associated with the Paving and Drainage Improvements to Addison Road.

Councilmember Mellow seconded. Motion carried.

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

Voting Nay: None

Absent: None

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

Councilmember Kraft made a motion to approve Resolution R07-026 for Reimbursement of Travel Expenses, with the addition of a statement in the Resolution that provides a cost constraint for lodging.

Councilmember Braun seconded. Motion carried.

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

Voting Nay: None
Absent: None

Item #R18 - Presentation of the Financial Quarterly Report.

Randy Moravac made the presentation of the Financial Quarterly Report.

No action was taken on this Item.

At 10:38 P.M., Mayor Chow announced that Council would convene into Executive Session to discuss the following Item:

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

The Council came out of Executive Session at 11:32 P.M.

Item #R19 - Consideration of approval of any action regarding the Addison Airport Bulk Fuel Storage Facility.

Councilmember Niemann made a motion to authorize the City Attorney to proceed as discussed and propose mediation.

Councilmember Meier seconded. Motion carried.

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

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

Mayor

Attest:

City Secretary

STATE OF TEXAS §
 § **CONSULTING SERVICES AGREEMENT**
 COUNTY OF DALLAS §

This Consulting Services Agreement (“Agreement”) is entered into by and between the Town of Addison, Texas (the “City” or “Addison”) and Public Werks, Inc., a Texas corporation (“Public Werks”) (the City and Public Werks are sometimes referred to herein together as the “parties” and separately as a “party”).

Recitals:

1. The City is centrally located in the Dallas metropolitan area and is a part of the Dallas-Fort Worth metroplex, a region where population growth has been and is projected to continue to be among the highest in the nation. The expansive growth in population has resulted in transportation challenges and opportunities for the City and for the region.

2. Public Werks’ primary focus is working with municipalities and other governmental entities to facilitate and expedite, through the infusion of private and other outside capital, the construction of transportation, water, sewer and energy infrastructure improvements.

3. In order to facilitate the development and implementation of a plan and program to address the transportation needs of the City, the City desires to retain the services of Public Werks, and Public Werks desires to provide its services to the City for such purpose.

NOW, THEREFORE, for and consideration of the above and foregoing premises, the mutual covenants and obligations set forth herein, and other good and valuable consideration, the Town of Addison, Texas and Public Werks, Inc. do contract and agree as follows:

Section 1. Term. Subject to the termination provisions of this Agreement, this Agreement shall commence on December 15, 2007 (the “Effective Date”) and shall end on December 14, 2008 (the “Expiration Date”) (the said period of time from the Effective Date through and including the Expiration Date being the “Term”).

Section 2. Services.

A. Public Werks will provide to the Town the following services (“Services”):

1. Analysis of expediting DART’s commuter rail service on ‘Cotton Belt Line’.
2. Other services as directed related to above.
3. Consultation with the City Manager on related issues

B. Except as may otherwise be authorized by the City, all Services shall be provided to the City through Public Werks by Steve McCullough (“McCullough”), a principal of Public Werks.

C. Public Werks represents and warrants to the City that:

1. it is a corporation organized and in lawful existence pursuant to the laws of the State of Texas, and is authorized to transact and conduct business in Texas;

2. the Services shall be provided by Public Werks in a professional manner, consistent with the commercially accepted best practices and standards that are in use in Public Werks' line of business as of the time such Services and work are provided;

3. that it has the skills, qualifications, expertise, and experience necessary to provide and perform the Services, and has performed and continues to perform the same and similar services for other municipalities and governmental entities.

D. Public Werks shall perform and provide all Services hereunder in a manner satisfactory and acceptable to the City and in accordance with such standard of care. All Services shall be provided by Public Werks in cooperation and coordination with the Town Staff. All documents, materials, or other information prepared or provided by Public Werks pursuant to this Agreement shall be first submitted to the Addison City Manager for the City Manager's review and approval prior to the public dissemination of any such materials.

Section 3. Compensation.

A. For the Services provided by Public Werks in accordance with the terms and conditions of this Agreement, the City will pay Public Werks the sum of Two Hundred Twenty-Five and No/100 Dollars (\$225.00) for each hour of Services provided to the City by McCullough plus McCullough's direct and reasonable expenses (such expenses being (i) mileage reimbursement (in accordance with rules of the Internal Revenue Services, but no travel expenditures (including mileage reimbursement) outside of Dallas, Tarrant, Collin and Denton Counties shall be eligible for reimbursement unless the same has first been approved by the City), (ii) reimbursement for meals (if any), (iii) copying expenses, and (iv) other expenses of a similar nature and directly related to the Services; all such reimbursement being for the actual amount of the expense without any mark-up whatsoever)) incurred in the performance of said Services, all such expenses being evidenced by receipts.

B. Payment for the Services shall be made in accordance with the following:

1. Public Werks shall submit to the City, by the fifth (5th) day of each month during the Term hereof, an invoice for the Services performed during the immediately preceding month. The first such invoice (covering the Services provided during the month of December, 2007) is due by January 5, 2008, and the last such invoice (covering the Services provided from December 1 through and including December 14, 2008) is due by January 5, 2009.

2. Each such invoice shall include (i) a description of and time reports for the Services performed for the relevant month, (ii) true and correct copies of any and all receipts, invoices, and other documents and materials in support of the invoice, and (iii) any such additional documents or materials as the Town may request in connection with the invoice and/or the compensation paid to Public Werks.

3. The City shall pay the amount set forth in the monthly invoice within thirty (30) days following the Town's receipt of the invoice.

4. The obligations of the parties set forth in this Section which extend into January, 2009 shall survive the expiration of this Agreement.

Section 4. Termination.

A. *Without cause.* Either party may terminate this Agreement at any time by giving to the other party at least 30 days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. In the event of termination or upon the expiration of this Agreement, all finished or unfinished data, studies, reports, information, and other materials and items (whether kept electronically, in writing, or otherwise) prepared by or for Public Werks pursuant to or in connection with this Agreement shall be and become the property of the City and Public Werks shall promptly deliver such items to the City.

B. *With cause.*

1. If (a) Public Werks fails to perform Public Werks' duties to the satisfaction of the City, or (b) if Public Werks fails to fulfill in a timely and professional manner Public Werks' obligations under this Agreement, or (c) if Public Werks shall violate any of the terms or provisions of this Agreement (the said (a), (b) and (c) being referred to together in this paragraph as a "Failure"), or (d) if Public Werks or Public Werks owners, employees, representatives or agents fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the City, as determined solely by the City, then City shall have the right to terminate this Agreement effective immediately upon the City giving written notice thereof to Public Werks.

2. Notwithstanding the foregoing subsection B.1., with respect to a Failure, such right of termination shall not be exercised by the City unless and until a Failure remains uncured by Public Werks for a period of five (5) consecutive days after notice thereof (which notice shall specifically identify the Failure) from the City is received by Public Werks; but if the Failure cannot with diligence be cured within said 5 day period, if within such 5 day period Public Werks provides the Town written notice of the curative measures which it proposes to undertake, and proceeds promptly to initiate such measures to cure such Failure, and thereafter prosecutes the curing of such Failure with diligence and continuity, the time within which such Failure may be cured shall be extended for such period as may be necessary to complete the curing of such Failure with diligence and continuity, not to exceed 15 days following the receipt of the said notice.

3. If City's termination of Public Werks for cause is defective for any reason, including but not limited to City's reliance on erroneous facts concerning Public Werks' performance, or any defect in notice thereof, City's maximum liability shall not exceed the amount then due and owing to Public Werks under Section 3 above.

C. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. In the

event of termination or the expiration of this Agreement, all finished or unfinished data, studies, reports, information, and other items (whether kept electronically, in writing, or otherwise) prepared by Public Werks in performance of said Services shall be and become the property of the City and Public Werks shall promptly deliver such items to the City.

D. In the event this Agreement is terminated in accordance with subsection A. or subsection B. above, Public Werks shall be entitled to compensation for Services properly performed in accordance with the terms and conditions of this Agreement.

Section 5. Relationship of Parties. Public Werks is and shall be during the entire term of the Agreement an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, a joint enterprise, or to allow the City to exercise discretion or control over the professional manner in which Public Werks performs the Services which are the subject matter of the Agreement; provided always however that the Services to be provided by Public Werks shall be provided in accordance and in a manner consistent with all applicable laws, ordinances, rules, codes, standards, and regulations.

Section 6. Confidential Information; Ownership; Record Keeping.

A. Public Werks agrees to keep all records, reports, documents, plans, and all other materials and information received by or on behalf of Public Werks, or prepared by or for Public Werks or the City, in connection with or related to Public Werks' Services provided hereunder, confidential, and shall not release, reveal, divulge, or furnish the same to any person or entity unless authorized in writing by the City. This obligation shall survive the expiration or termination of this Agreement. Public Werks further agrees that upon request by the City, or upon the termination or expiration of this Agreement, Public Werks will immediately return to the City any and all such records, documents, plans, and all other materials and information which may have been provided to or prepared by or for Public Werks, or which is in Public Werks' possession or under Public Werks' control. In the event of Public Werks' breach or threatened breach of this provision, the Town shall be entitled to an injunction or restraining order obtained from any court having appropriate jurisdiction restraining Public Werks from any unauthorized use or disclosure of such information, but such injunction or restraining order shall not limit the City's right to seek any other remedy available to the City, whether at law, in equity, or otherwise, in connection with such breach or threatened breach.

B. All records, reports, documents, materials, and all other information whatsoever, in whatever form or format (whether kept electronically, on paper, or otherwise), prepared by or on behalf of Public Werks in connection with or related to this Agreement and the Services of Public Werks hereunder belong to and are owned by the City, and shall be provided to the City at the City's request. This provision shall survive the expiration or termination of this Agreement.

C. Public Werks shall keep complete and accurate records for the Services performed pursuant to this Agreement and any records required by law or government regulation and shall make such records available to the City upon request. Public Werks shall assure the confidentiality of any records that are required by law to be so maintained.

Section 7. Assignment. Inasmuch as this Agreement is intended to secure the specialized services of Public Werks and McCullough, Public Werks has no authority or power to and shall not assign, transfer, pledge, delegate, license, subcontract or otherwise convey this Agreement or any right, duty or obligation hereunder or any other part hereof without the prior written consent of the City, and any such assignment, transfer, pledge, delegation, license, subcontract or other conveyance without the City's prior written consent shall be considered null and void *ab initio*.

Section 8. Notice. For purposes of this Agreement, notices and all other communications provided for herein shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given: when received if delivered personally; seventy-two (72) hours after deposit if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier to be delivered overnight. Addresses for notice are as follows:

To the City:

Town of Addison, Texas
5300 Belt Line Road
Dallas, Texas 75254
Attn: Ron Whitehead

To Public Werks:

3811 Turtle Creek Boulevard
Suite 1700
Dallas, Texas 75219
Attn: President

Section 9. Venue; Applicable Law; Compliance With Laws. In the event of any suit or action under this Agreement, venue for all causes of action shall be instituted and maintained in Dallas County, Texas. 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.

Section 10. Entire Agreement and Modification; Severability. This Agreement supersedes all previous agreements and constitutes the entire understanding of the parties. Public Werks shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations to this Agreement shall be effective unless in writing and signed by both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the parties agree, subject to the termination provisions of this Agreement, to seek to negotiate another provision that would be permitted by law that is as close to the intent of the original provision as possible.

Section 11. Survival; Rights and Remedies Cumulative. All obligations arising prior to the expiration or earlier termination of this Agreement allocating responsibility or liability of or between the City and Public Werks shall survive completion of the work and Services hereunder and the expiration or earlier termination of this Agreement. The rights and remedies provided by this

Agreement 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 rights and remedies, and said rights and remedies are given in addition to any other rights and remedies the parties or either or them may have in law, in equity, or otherwise. No failure or delay by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver of the right, power or privilege. A single or partial exercise of any right, power or privilege shall not preclude any other further exercise of the right, power or privilege.

Section 12. No Third Party Benefits. This Agreement and each of its provisions are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

Section 13. Incorporation of Premises. The above and foregoing premises to this Agreement are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 14. Authority. Each party hereby represents that the undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of each of the respective parties.

SIGNED by each of the respective parties on the date set forth below.

TOWN OF ADDISON, TEXAS

PUBLIC WERKS, INC.

By: _____
Ron Whitehead, City Manager

By: _____
John N. Crew

Date: _____

Title: President

Date: _____

Council Agenda Item: #R4

SUMMARY:

This item is for consideration and approval of a resolution authorizing the City Manager to enter into an Interlocal Cooperation Agreement between the North Central Texas Council of Governments (NCTCOG) and the Town of Addison for implementation of the Thoroughfare Assessment Program Phase 3.2 and reimbursement of the 20 percent local match contribution of \$31,136.

FINANCIAL IMPACT:

Funding for the Town's local match amount of \$31,136 is available in un-allocated street capital project funds.

BACKGROUND:

On October 9, 2003, the Regional Transportation Council (RTC) approved funding for implementation of Phase 3 of the Thoroughfare Assessment Program in the Dallas-Fort Worth Metropolitan Area for the implementation of low-cost operational improvements at signalized intersections.

The Interlocal Cooperation Agreement defines the terms and conditions for the disbursement of Congestion Mitigation and Air Quality Improvement Program (CMAQ) and Surface Transportation-Metropolitan Mobility (STP-MM) funds and associated state and local matching funds for the implementation of traffic flow improvements.

Improvements will be made to the 35 off-system signal locations in Addison. The NCTCOG shall be responsible for project monitoring, and air quality benefit calculations and documentation. The total project cost estimate for this Agreement is \$155,680 and CMAQ and/or STP-MM programs will fund 80 percent of the project cost. The Town's portion is the 20 percent local match in the amount of \$31,136.

RECOMMENDATION:

Staff recommends Council approve a resolution authorizing the City Manager to enter into an Interlocal Cooperation Agreement between the North Central Texas Council of Governments and the Town of Addison for implementation of the Thoroughfare Assessment Program Phase 3.2 and reimbursement of the 20 percent local match contribution of \$31,136.

INTERLOCAL COOPERATION AGREEMENT
Between
THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
and
THE TOWN OF ADDISON
for
IMPLEMENTATION OF THE THOROUGHFARE ASSESSMENT PROGRAM

WHEREAS, the North Central Texas Council of Governments (NCTCOG) has been designated as the Metropolitan Planning Organization for the Dallas-Fort Worth Metropolitan Area by the Governor of Texas in accordance with federal law; and,

WHEREAS, the Regional Transportation Council (RTC), comprised primarily of local elected officials, is the regional transportation policy body associated with NCTCOG and has been and continues to be a forum for cooperative decisions on transportation; and,

WHEREAS, it is the goal of the RTC to offer a transportation system that is accessible, integrated, efficient, and provides for a diverse and flexible set of transportation options; and,

WHEREAS, on October 9, 2003, the RTC approved funding for implementation of Phase 3 of the Thoroughfare Assessment Program in the Dallas-Fort Worth Metropolitan Area for the implementation of low-cost operational improvements at signalized intersections; and,

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code provides authority for the North Central Texas Council of Governments, and the Town of Addison to enter into this agreement for the provision of governmental functions and services of mutual interest.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Parties

- 1.1 This Interlocal Agreement, hereinafter referred to as the "Agreement", is made and entered into by and between the North Central Texas Council of Governments, hereinafter referred to as "NCTCOG", and the Town of Addison, hereinafter referred to as the "City". NCTCOG and the City may each be referred to as a "Party", and may be collectively referred to as "Parties" to this Agreement.
- 1.2 NCTCOG shall serve as the Contract Manager and Procurement Administrator for the Project.

2. Purpose

- 2.1 This Agreement defines the terms and conditions for the disbursement of Congestion Mitigation and Air Quality Improvement Program (CMAQ) and Surface Transportation Program-Metropolitan Mobility (STP-MM) funds and associated state and local matching funds for the implementation of traffic flow improvements.

- 2.2 Improvements under this Agreement, implemented through the Thoroughfare Assessment Program as authorized by the Regional Transportation Council, shall be employed at signalized intersections in the Town of Addison.
- 2.3 Improvements shall be made to approximately 35 off-system locations under this Agreement.

3. Duties

- 3.1 NCTCOG shall be responsible for project monitoring; Geographical Information Systems (GIS) database integration; and air quality benefit calculations and documentation.
- 3.2 NCTCOG's engineering consultant(s) will provide signal-timing improvements at the intersection locations identified in Attachment A.
- 3.3 The consultant(s) will be responsible for the following: field data collection; development, implementation, and fine-tuning of new coordinated signal timing plans; and any and all required documentation of "Before" and "After" conditions.
- 3.4 The City will work with NCTCOG's engineering consultant(s) to identify relevant signal timing elements/requirements at and related to the project intersections; review the developed new signal timing plan(s); approve all timing plans prior to implementation; and assist with fine tuning.

4. Funding

- 4.1 The total project cost estimate for this Agreement is \$155,680. CMAQ and/or STP-MM programs will fund 80 percent of the project cost.
- 4.2 Attachment A includes a project cost estimate summary.
- 4.3 The City shall provide the 20 percent local match required for the 35 off-system locations. The City shall provide a check payable to the North Central Texas Council of Governments in the amount of \$31,136.
- 4.4 The City shall remit additional local match payments to NCTCOG in the event that the actual cost of implementation of the Thoroughfare Assessment Program is greater than the estimated cost identified in this Agreement.
- 4.5 Upon completion of the project, any excess local match funds for off-system locations shall be reimbursed by NCTCOG to the City.

5. Term

- 5.1 This Agreement shall take effect on the date executed by the Parties and shall remain in effect until it is terminated.
- 5.2 Either Party may terminate this Agreement by giving 30 days written notice to the other Party. The Parties may terminate this Agreement by mutual written concurrence.
- 5.3 This Agreement shall automatically terminate upon completion of the project.

6. Modification, Waiver and Severability

- 6.1 This Agreement and any exhibits, which may be attached, constitute the entire agreement among the Parties. No waiver or modification of this Agreement shall be valid unless in writing and signed by both Parties. Failure of the Parties to enforce or insist upon compliance with any of the terms and conditions of this Agreement shall not constitute a waiver or relinquishment of any such terms and conditions.
- 6.2 In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 6.3 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

IN WITNESS HEREOF, the parties have executed this Agreement in duplicate originals on the _____ day of _____ 2007.

TOWN OF ADDISON

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

Signature

R. Michael Eastland
Executive Director

Printed Name

APPROVED AS TO FORM:

Title

General Counsel

ATTEST:

INT. #	STREET A	STREET B	START DATE	PHASE	CORRIDOR NAME	NO. OF INTERSECTIONS	ON SYSTEM ID	On System	Off System	TOTAL COST	FEDERAL 80%	CITY 20%
1	Belt Line	Marsh	Fall 07	3.2	Addison	1		0	1	\$4,448	\$3,558	\$890
2	Belt Line	Business	Fall 07	3.2	Addison	1		0	1	\$4,448	\$3,558	\$890
3	Belt Line	Commercial	Fall 07	3.2	Addison	1		0	1	\$4,448	\$3,558	\$890
4	Belt Line	Surveyor	Fall 07	3.2	Addison	1		0	1	\$4,448	\$3,558	\$890
5	Belt Line	Runyon	Fall 07	3.2	Addison	1		0	1	\$4,448	\$3,558	\$890
6	Belt Line	Midway	Fall 07	3.2	Addison	1		0	1	\$4,448	\$3,558	\$890
7	Belt Line	Beltway	Fall 07	3.2	Addison	1		0	1	\$4,448	\$3,558	\$890
8	Belt Line	Addison	Fall 07	3.2	Addison	1		0	1	\$4,448	\$3,558	\$890
9	Belt Line	Quorum	Fall 07	3.2	Addison	1		0	1	\$4,448	\$3,558	\$890
10	Midway	Spring Valley	Fall 07	3.2	Addison	1		0	1	\$4,448	\$3,558	\$890
11	Midway	Hornet	Fall 07	3.2	Addison	1		0	1	\$4,448	\$3,558	\$890
12	Midway	Proton	Fall 07	3.2	Addison	1		0	1	\$4,448	\$3,558	\$890
13	Midway	Beltway	Fall 07	3.2	Addison	1		0	1	\$4,448	\$3,558	\$890
14	Midway	Lindberg	Fall 07	3.2	Addison	1		0	1	\$4,448	\$3,558	\$890
15	Midway	Dooley	Fall 07	3.2	Addison	1		0	1	\$4,448	\$3,558	\$890
16	Marsh	Arapaho (Realty)	Fall 07	3.2	Addison	1		0	1	\$4,448	\$3,558	\$890
17	Spring Valley	Greenhill	Fall 07	3.2	Addison	1		0	1	\$4,448	\$3,558	\$890
18	Addison	Arapaho	Fall 07	3.2	Addison	1		0	1	\$4,448	\$3,558	\$890
19	Addison	Lindberg	Fall 07	3.2	Addison	1		0	1	\$4,448	\$3,558	\$890
20	Addison	Airport	Fall 07	3.2	Addison	1		0	1	\$4,448	\$3,558	\$890
21	Addison	Keller Springs	Fall 07	3.2	Addison	1		0	1	\$4,448	\$3,558	\$890
22	Addison	Westgrove	Fall 07	3.2	Addison	1		0	1	\$4,448	\$3,558	\$890
23	Addison	Sojourn	Fall 07	3.2	Addison	1		0	1	\$4,448	\$3,558	\$890
24	Quorum	Edwin Lewis	Fall 07	3.2	Addison	1		0	1	\$4,448	\$3,558	\$890
25	Arapaho	Quorum	Fall 07	3.2	Addison	1		0	1	\$4,448	\$3,558	\$890
26	Quorum	Airport	Fall 07	3.2	Addison	1		0	1	\$4,448	\$3,558	\$890
27	Keller Springs	Quorum	Fall 07	3.2	Addison	1		0	1	\$4,448	\$3,558	\$890
28	Westgrove	Quorum	Fall 07	3.2	Addison	1		0	1	\$4,448	\$3,558	\$890
29	Westgrove	Sojourn	Fall 07	3.2	Addison	1		0	1	\$4,448	\$3,558	\$890
30	Marsh	Target Driveway (south of Belt Line)	Fall 07	3.2	Addison	1		0	1	\$4,448	\$3,558	\$890
31	Arapaho	Surveyor	Fall 07	3.2	Addison	1		0	1	\$4,448	\$3,558	\$890
32	Arapaho	Spectrum	Fall 07	3.2	Addison	1		0	1	\$4,448	\$3,558	\$890
33	Inwood	Landmark Place	Fall 07	3.2	Addison	1		0	1	\$4,448	\$3,558	\$890
34	Landmark Place	Landmark	Fall 07	3.2	Addison	1		0	1	\$4,448	\$3,558	\$890
35	Arapaho	Edwin Lewis	Fall 07	3.2	Addison	1		0	1	\$4,448	\$3,558	\$890
						35		0	35	\$155,680	\$124,544	\$31,136

note: #34 and #35 are two intersections currently operated using a single controller

Agreement with NCTCOG - Consultant Retiming			
Retiming	On-System	Off-System	Total
			On-System
0	35	0	35
\$0	\$155,680	\$0	\$155,680
\$0	\$31,136	\$0	\$31,136
Locations Requiring Signal Retiming			
Total Cost			\$155,680
Local Match			\$31,136

TOWN OF ADDISON, TEXAS
HUMAN RESOURCES DEPARTMENT - JOB DESCRIPTION

#R5

Revised Date: October 2007

JOB TITLE/LEVEL: Management Assistant (20-exempt)
DEPARTMENT: Public Works Department, Engineering Division

CONTROLS AND SUMMARY

Under general direction of the Director of Public Works, this position provides support to the Public Works department. This is accomplished by assisting with special projects, preparing materials for various meetings, providing administrative support, greeting and interacting with visitors and responding to complaints and inquiries. Prepares and tracks departmental purchase orders and makes travel arrangements and recapitulates for entire public works staff. Deadlines and priorities in the work assignments are either set by the supervisor or are inherent in the task to be performed. Other duties include assisting in coordinating the capital improvement program, recycling program, drainage projects and other public works projects. Duties involve a large number of tasks which involve functions and processes of an administrative and professional nature. Guidelines are broadly stated and non-specific and may require extensive interpretation. Position is highly visible and requires regular contact with architects, contractors, Town officials, and the general public in situations that require tact, and diplomacy.

ESSENTIAL JOB FUNCTIONS

Provides administrative support to the Director of Public Works, Asst. Director, Asst City Engineer and the Public Works department. Assists in coordinating the capital improvement program. This is accomplished by coordinating with different divisions in the department to collect the most up to date project status and financial information, and furnish this information to the Director at various times. Supervises animal control daily operations, conducts analysis and implements a variety of federally and state mandated programs such as a storm water drainage utility compliance program. Investigates, plans and develops a new work order tracking system and software program for implementation in the department. Assists the Director in the development of a standard operations manual for the department. Assists in coordinating, creating, and implementing a new recycling program. Provides research for the director as requested. This involves conducting surveys on various topics and gathering information from other departments, cities, and outside organizations. Professional reports and executive summaries outlining the results of the research will be required. Incumbent will help in researching, creating and implementing a new recycling program. Also, prepares professional written and oral presentations for the Director. This will include providing visuals, charts, tables and text. Oral presentations may need to be in an electronic format (i.e. PowerPoint). Answers telephone calls or personal inquiries concerning animal control; water utilities; streets and traffic signal calls, and trash complaints. Enters various department-specific data into computers; maintains logs; prints out computer reports as needed; sends and receives radio transmissions. Prepares purchase orders, requisitions, and payment authorizations. Issues equipment to other departments. Types memos, correspondence, and other reports. Opens and distributes mail. Orders office supplies; collects fees for veterinarian services, various permits, animal registrations, and copies of documents. Prepares mandated monthly reports for the State and City. Maintains and updates Public Works web page. From time-to-time, incumbent may be assigned to perform extra job duties that are directly, indirectly or completely unrelated to their normal job functions in the course of presenting the designated special event(s).

OTHER JOB FUNCTIONS

Provides clerical, telephone and counter assistance to other departments in the Service Center when needed. Performs a variety of investigative and public relations work related to public works and engineering activities, and other job tasks as needed or directed.

MINIMUM QUALIFICATIONS

Education - Bachelor's degree in public administration or related field. Master's degree is preferred.

Experience – Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying.

Knowledge, Skills, and Abilities - Considerable knowledge of general office procedures such as filing and records maintenance. Verbal fluency and knowledge of English grammar. Good numerical and strong public relations skills. Ability to carry on assignments and plan work activities without direct instructions from the supervisor. Ability to prepare clear and concise reports, and to establish and maintain harmonious working relationships with employees, City officials and public. Safe driving record. Clear criminal background check and clear pre-employment drug screen. Must demonstrate proficiency in Microsoft Office software including

the following Microsoft products: Word, Excel, PowerPoint, Outlook, and Adobe Acrobat. Safe driving record. Clear criminal background check and clear pre-employment drug screen.

Certifications -Valid Texas drivers' license.

ATTENDANCE REQUIREMENTS

This is an exempt position and may require some evening and weekend hours.

WORK ENVIRONMENT - PHYSICAL REQUIREMENTS

Position requires bending and stooping to file records and occasional lifting of boxes and records. Work is generally performed indoors but may involve limited exposure to outdoor weather conditions.

Council Agenda Item: #R6

SUMMARY:

This item is to award a contract to Curtco Inc. for crack sealing on Belt Line Road and Addison Road.

FINANCIAL IMPACT:

Budgeted Amount: \$50,000

Contract Amount: \$48,500

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

Project Manager: Robin Jones

BACKGROUND:

During the budget process the Town Council authorized the expenditure of \$50,000 for street joint and crack sealing. This project was for crack sealing on Belt Line Road and Addison Road, and for joint sealing on Landmark Boulevard and Kellway Circle.

Prior to the bid opening on November 20, 2007 this project was advertised twice in the Dallas Morning News, placed on Demandstar, and specifications were sent to nine contractors. Only one bid was received, from Curtco, Inc., in the amount of \$90,061.

Staff had based its \$50,000 estimate on the recommendation of one of the largest crack sealing contractors in north Texas. This contractor later reported they were simply too busy to bid on our project.

Curtco, Inc., at our request, has agreed to eliminate the joint seal portion (Landmark Blvd. and Kellway Circle) of this project and complete the crack sealing (Belt Line Road and Addison Road) for \$48,500. See attached letter from Curtco, Inc.

Curtco, Inc. has previously (Midway Road 1999) sealed joints and cracks in the Town of Addison

RECOMMENDATION:

Staff recommends awarding this contract in the amount of \$48,500 for crack sealing on Belt Line Road and Addison Road to Curtco, Inc.

**Street Joint & Crack Sealing
Bid No. 08-06**

DUE: November 20, 2007

10:00 AM

BIDDER	Bid Bond	Signed	Total Bid
Curtco Inc.	y	y	\$90,061.00

Shanna N. Sims

Shanna N. Sims, Strategic Services Manager

Katie Roller

Witness

#R6

CURTCO INC.
P.O. BOX 290068
KERRVILLE TEXAS 78029
PHONE 830-634-3434
FAX 830-634-3435

December 04, 2007

Town of Addison
C/o Robin Jones

RE: Bid No. 08-06

Curco, Inc. agrees to delete the joint & crack seal work on Landmark Blvd. & Kellway Circle.

The following Bid Items will also be decreased in the amount Bid:

Traffic Control from \$5,000.00 to \$2,500.00

Insurance, Bonds, & Mobilation from \$5,000.00 to \$2,500.00

Belt Line Road & Addison Road will remain the same.

Total Bid \$48,500.00

Thank You,


Curtis Wheatcraft

Council Agenda Item: #R7

SUMMARY:

Staff recommends that the Council award an annual contract to Blade Turners Maintenance totaling \$164,302 for mowing services. The contract term may be extended for four additional twelve-month periods, under the same terms and conditions, provided the extensions are acceptable to the Town and the contractor.

Eight bids were received, which are summarized on the attached bid tabulation. There were 33 plan holders, of which, 22 vendors were directly contacted by the Town, and 128 vendors were notified of the bid.

FINANCIAL IMPACT:

Budgeted Amount:	<u>\$185,000.00</u>
Cost:	<u>\$164,302.00 - \$1,577.74/acre</u>
Existing Contract Amount: (2003- Spring 2008)	<u>\$154,397.00 - \$1,419.18/acre</u>

The increase in the price from the 2003 contract was primarily attributable to increased fuel costs, as the amount of turf area mowed stayed close to the same.

BACKGROUND:

This contract is for mowing of turf at the Town's parks, residential areas, municipal buildings and street medians. The existing contract with Blade Turners Maintenance expires in the spring of 2008, which they have held for five years.

The scope of work includes 33 weekly mowings for irrigated turf, 17 bi-weekly mowings for non-irrigated turf and 52 mowings for the fescue lawns at Town Hall and the Finance building.

RECOMMENDATION:

Staff has been pleased with Blade Turner's performance over the past five years and recommends approval.

Attachments: Bid Tabulation

Turf Mowing - Annual Contract

BID NO 08-03

DUE: November 27, 2007

1:00:00 PM

BIDDER	SIGNED	BID BOND	Grand Total	Hourly Rate for Add. Services	Rough Mow Per Acre
Blade Turners Maintenance	y	y	\$ 164,302.00	\$ 30.00	\$ 30.00
Lawns of Dallas	y	y	\$ 184,865.00	\$ 30.00	\$ 75.00
Landstar	n	y	\$ 188,451.90	\$ 30.00	\$ 67.50
American Landscape Systems, Inc.	y	y	\$ 197,715.55	\$ 35.00	\$ 42.00
Hoover Landscape by Design	y	y	\$ 202,304.00	\$ 30.00	\$ 35.00
Forest Hills Lawn Services, Inc.	n	y	\$ 226,334.00	\$ 18.00	\$ 35.00
Greener Pastures	y	y	\$ 240,531.81	\$ 25.00	\$ 50.00
VMC Landscape Services*	y	y	\$ 372,955.00	\$ 205.00	\$ 55.00

* The hourly rate for VMC Landscape Services was bid as a six member crew hourly rate.

Shanna N. Sims, Strategic Services Manager

Shanna N. Sims, Strategic Services Manager

Katie Roller

Witness

Council Agenda Item: #R8

SUMMARY:

Staff recommends that the Council award a bid totaling \$73,883.00 to Palm Springs Pool Service for annual maintenance of five display fountains. This contract may be extended for five twelve-month periods, under the same terms and conditions, provided the extensions are acceptable to the Town and the contractor.

Staff strived to generate interest among pool maintenance contractors to bid on the work; however, only one bid was received, which is summarized on the attached bid tabulation. There were eight plan holders, six vendors were directly mailed bid documents and 110 vendors were notified through Demandstar. In addition, all pool maintenance contractors listed in the DFW Blue Book were notified of the bid.

FINANCIAL IMPACT:

Budgeted Amount:	<u>\$75,000.00</u>
Cost:	<u>\$73,883.00</u>
Existing Contract Amount: (2005 Contract)	<u>\$71,337.90</u>

Of the total \$73,883 bid, it will cost \$61,191.00 to maintain the Addison Circle Park channel and interactive fountains. All maintenance relating to these fountains is funded in the Hotel Fund. The remaining \$12,692.00 is for maintaining fountains in Quorum Park, Bosque Park and the LeGrande Drive island in Midway Meadows, which will be funded out of the parks operations budget.

Palm Springs reduced their mark up on parts from 40 percent on their existing contract to 25 percent on the new contract. Their labor cost for repairs increased from \$55/man hour to \$60/man hour. The \$5/man hour increase for repairs will not have a significant impact, as repairs are only occasionally needed. Their labor for additional site visits stayed the same at \$35/man hour. The additional visits are required when inclement weather necessitates repeat visits to drain the fountains, or to dip leaves and debris.

**Fountain Maintenance - Annual Contract
Bid NO 08-04**

DUE: November 27, 2007

1:30 PM

BIDDER	SIGNED	Bid Bond	Bid Amount	Labor for Misc. Repairs	Labor for Add. Site Visits	% for Parts - Repairs
Palm Springs Pool Service	Y	Y	\$73,883.00	\$60.00/hour	\$35.00/hour	25%

Shanna N. Sims

Shanna N. Sims, Strategic Services Manager

Katie Roller

Witness

#R8

BACKGROUND:

The scope of work under this contract consists of cleaning to maintain proper water chemistry and maintenance of pumping/filtering systems to keep display fountains functioning smoothly. The contract amount includes all chemicals and equipment necessary to keep the fountains surfaces and water clean.

The Addison Circle Park fountains require daily, year around cleaning. The remaining fountains require year around cleaning; however, they only require weekly cleaning. The fountains maintained under this contract are as follows:

Addison Circle Park – (1) Interactive Fountain and (1) Channel Display Fountain;

Quorum Park – Two Display Fountains;

Bosque Park – One Display Fountain;

LeGrande Drive - Midway Meadows – One Display Fountain.

RECOMMENDATION:

When the fountain maintenance was sent out for bids in 2005, two bids were received and Palm Springs ended up being the low bidder by approximately \$2,000. With this in mind, we know that this bid is in the appropriate price range. Staff evaluated whether hiring a full time technician and providing the service in-house would be more cost effective, but found that the initial start up cost would be in the neighborhood of \$100,000. Our belief is that contracting the service is more cost effective, as long as we have a contractor who is capable and willing to do the work for a fair price.

Palm Springs Pool Service has maintained the fountain systems for the Parks Department for the past three years in a satisfactory manner. Based on their performance to date, we recommend approval.

Attachments: Bid Tabulation

Council Agenda Item:#R9

SUMMARY:

Consideration and approval consenting to a change of entity and modify all agreements with Encore Addison FBO, LLC, a limited liability company to reflect Encore Addison FBO, LLC as the Assignor, Licensee and, or Tenant in all agreements previously consented to by the Town Council on November 17, 2007.

BACKGROUND:

On November 13, 2007 the Town Council considered and gave its consent to the proposed assignment of the above-referenced ground leases to Encore Acquisition FBO, LLC, a Texas limited liability company ("Encore"). Also considered and consented to by the Council relating to this matter was:

- an Addison Airport Fuel Farm License for public fueling operations (public FBO) to be granted to Encore;
- to terminate each of the three referenced ground leases early, in favor of a new ground lease with terms and conditions that, among other things, (i) include all of Stern's existing leasehold interests (including improvements), (ii) add an additional 2.14 acres of vacant land adjacent to the site so that the leased premises exceeds four contiguous acres (the minimum requirement for a public FBO under the Minimum Standards), and (iii) provide for an extended lease term on the condition that Encore completes certain redevelopment objectives set forth in the proposed ground lease.

With respect to Encore's initial request, Encore's management has since determined a need to take ownership of the leasehold in a new and different entity having the same ownership structure and capitalization as before. The reason for this change is to better facilitate other acquisitions Encore is pursuing and to facilitate the financing of their proposed redevelopment of the leased premises. Therefore the company is asking the Town to accept (in lieu of the previously proposed entity) "Encore Addison FBO, LLC, a Texas limited liability company" and reaffirm its prior consent(s) making the new entity as either the Assignee, Licensee and/or Tenant as the case may be.

RECOMMENDATION:

Airport Management is recommending the Town to consent to the proposed change of entity and, with at the direction of the City Attorney's, modify all agreements previously consented to by the Council to reflect "**Encore Addison FBO, LLC, a Texas limited liability company**" as the Assignee, Licensee and Tenant wherever appropriate. Staff recommends approval.



William M. Dyer
Real Estate Manager
16051 Addison Road,
Suite 220
Addison, Texas 75001

Main: 972-392-4850
Direct: 972-392-4856
Fax: 972-788-9334
bill.dyer@staubach.com

To: Mark Acevedo
From: Bill Dyer
CC: Lisa Pyles
Date: December 3, 2007
RE: Request For Town of Addison's Consideration and Consent
Addison Airport Ground Leases #0230-0201, # 0230-3901, #0230-4001
R. Stern FBO, Ltd

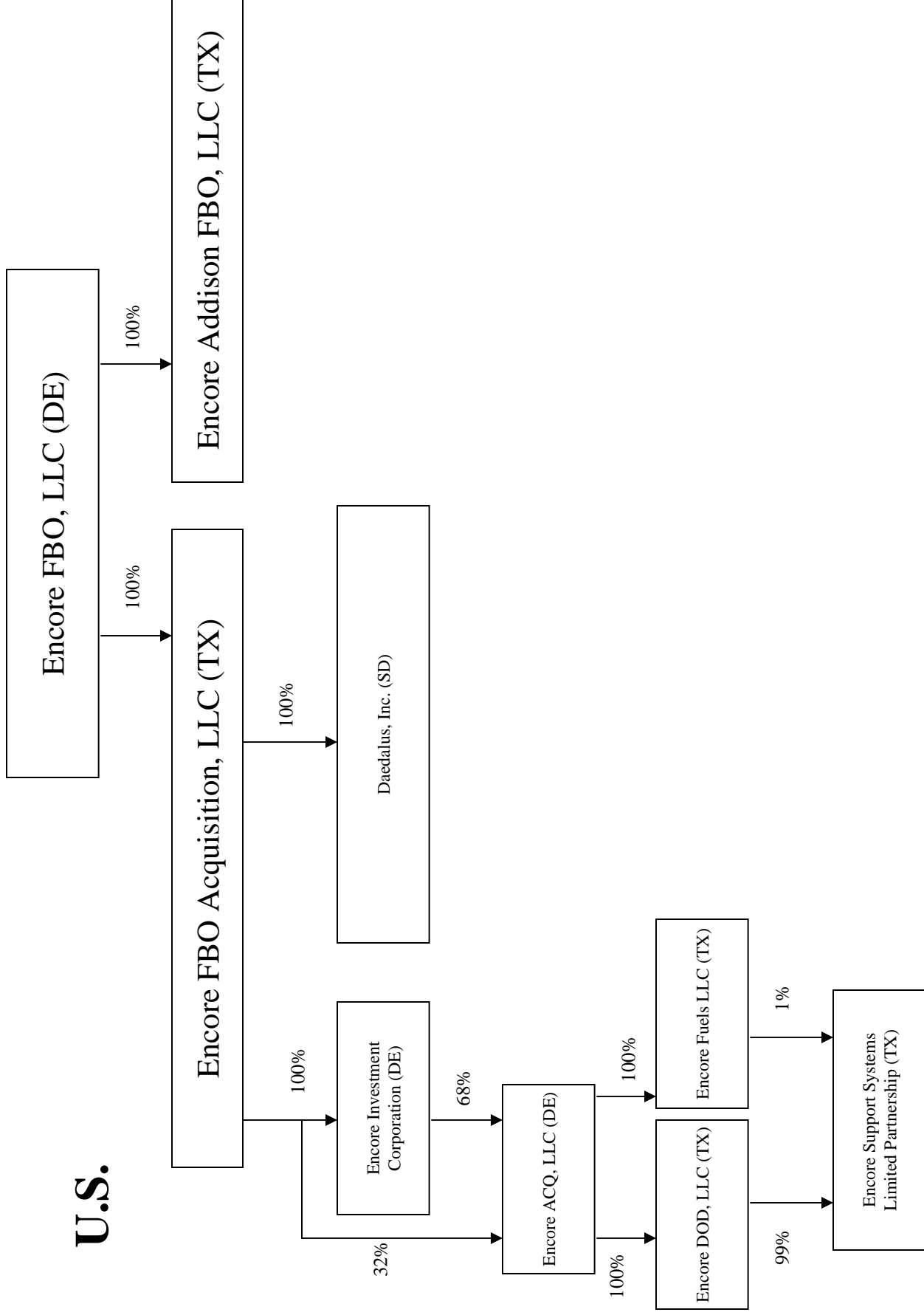
On November 13, 2007 the Town Council considered and gave its consent to the proposed assignment of the above-referenced ground leases to Encore FBO Acquisition, LLC, a Texas limited liability company ("Encore"). Also considered and consented to by the Council relating to this matter was:

- an Addison Airport Fuel Farm License for public fueling operations (public FBO) to be granted to Encore;
- to terminate each of the three referenced ground leases early, in favor of a new ground lease with terms and conditions that, among other things, (i) include all of Stern's existing leasehold interests (including improvements), (ii) add an additional 2.14 acres of vacant land adjacent to the site so that the leased premises exceeds four contiguous acres (the minimum requirement for a public FBO under the Minimum Standards), and (iii) provide for an extended lease term on the condition that Encore completes certain redevelopment objectives set forth in the proposed ground lease.

With respect to Encore's initial request, Encore's management has since determined a need to take ownership of the leasehold in a new sister entity having the same ownership structure and capitalization as before. The reason for this change is to better facilitate other acquisitions Encore is pursuing and to facilitate the financing of their proposed redevelopment of the leased premises. Therefore the company is asking the Town to accept (in lieu of the previously proposed entity) "Encore Addison FBO, LLC, a Texas limited liability company" and reaffirm its prior consent(s) making the new entity as either the Assignee, Licensee and/or Tenant as the case may be. Other than the change of entity, the principals of the parent corporation and the operational management team all remain the same.

Airport Management is recommending the Town to consent to the proposed change of entity and, with the direction of the City Attorney's office, modify all agreements previously consented to by the Council to reflect "**Encore Addison FBO, LLC, a Texas limited liability company**" as the Assignee, Licensee and Tenant wherever appropriate.

U.S.





Office of the Secretary of State

CERTIFICATE OF FILING OF

Encore Addison FBO, LLC
File Number: 800904452

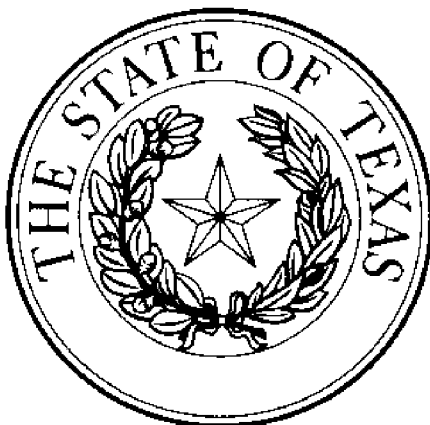
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 12/03/2007

Effective: 12/03/2007



A handwritten signature in black ink that reads "Phil Wilson".

Phil Wilson
Secretary of State



Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: \$300

**Certificate of Formation
Limited Liability Company**

Filed in the Office of the
Secretary of State of Texas
Filing #: 800904452 12/03/2007
Document #: 194804750002
Image Generated Electronically
for Web Filing

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Encore Addison FBO, LLC

The name of the entity must contain the words "Limited Liability Company" or "Limited Company," or an accepted abbreviation of such terms. The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

Article 2 – Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

R. Allen Ashcraft, Jr.

C. The business address of the registered agent and the registered office address is:

Street Address:

600 Travis Street, Suite 6200 Houston TX 77002

Article 3 - Governing Authority

A. The limited liability company is to be managed by managers.

OR

B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Managing Member 1: (Business Name) **Encore FBO, LLC**

Address: **2930 W. Sam Houston Parkway North, Suite 150 Houston TX, USA 77043**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer are set forth below.

R. Allen Ashcraft, Jr. 600 Travis Street, Suite 6200, Houston, Texas 77002

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

/R. Allen Ashcraft, Jr.

Signature of Organizer

FILING OFFICE COPY

MEMORANDUM

December 4, 2007

TO: Ron Whitehead
FROM: Carmen Moran, Director of Development Services
SUBJECT: City-Initiated zoning cases to repeal existing SUPs

Addison currently requires a Special Use Permit for a restaurant and a separate Special Use Permit for the sale of alcoholic beverages for on-premises consumption. We maintain that a Special Use Permit is a zoning action and has the same effect as a change of zoning. We believe that the Special Use Permit goes to the land, or lease space, and not to the tenant. Thus, a tenant can close a restaurant and a new tenant can re-open in the same space without going through the public process again, as long as the new tenant does not change the floor plan of the space.

However, sometimes a new tenant takes over an existing space without changing the floor plan, but radically changing the way the restaurant is operated. Those changes can include live music, which causes noise problems for the neighborhood. In addition, new tenants sometimes “bootleg” in changes to the floor plan without permits.

The staff has considered trying to assign time limits to SUPs, but feels that puts an unnecessary administrative burden on good operators. The staff feels that the most effective way to prohibit new tenants from moving into spaces without going through the SUP process is for the Town to act within its authority to initiate a zoning action at any time, and initiate a zoning action to repeal an existing SUP for a restaurant, and an existing SUP for the sale of alcoholic beverages for on-premises consumption, as soon as a restaurant goes vacant.

The repeal process would involve the same process that the Town goes through to approve the initial SUP. Property owners within 200 feet would be notified, a public hearing would be held before the Planning and Zoning Commission, and another public hearing would be held before the City Council. Any tenant who

wanted to open another restaurant in a space where the SUP has been repealed would have to go through the 45-day process to have a new Special Use Permit reissued.

The staff believes this a workable solution to keep restaurants from being re-opened without benefit of the public process. The staff recommends the new process be instituted by filing zoning actions in January on the following restaurant spaces, which are all currently vacant:

Big Dog Sports Grill
Valencia Restaurant
Ruby
Chu's Restaurant
Metro Retro (formerly Broadway Grill)
Café Japon
Maxwell's

Staff believes the new process will enable the Town to maintain the quality of Addison's restaurant facilities and make sure that each new restaurant is a reasonable neighbor to the existing businesses and residents that live around it. However, the staff does not believe it is necessary to institute this process for every food service establishment in town.

Currently, the Town defines a restaurant as:

A place of business whose primary source of revenue is derived from the sale of prepared food to the general public for consumption on or off the premises. The term shall not include a bakery, pastry shop, meat market, or ice cream parlor if on-premises consumption of food is not allowed.

The Town requires that all sandwich shops and ice cream/yogurt shops that have tables and chairs on-site go through the SUP process. This 45-day process and \$425.00 fee is often a burden for the small business people who are opening these establishments.

The staff proposes to amend the zoning ordinance to allow small sandwich and ice cream shops, which do not serve alcohol and are 2,500 square feet or less in area, by right. Staff recommends that we define both prepared food and prepared food shops as follows:

Prepared food – food that is assembled, but not cooked, on the premises of a prepared food shop. This term includes such food items as sandwiches, wraps, and sushi.

Prepared food shop - a place of business that offers seating or carry out service, or both, and which is principally devoted to the sale of prepared food, non-alcoholic beverages, or cold refreshments. This term includes an establishment known as a sandwich shop, coffee shop, or an ice cream parlor.

In addition, staff recommends that the parking requirement for a prepared food shop be changed from 1/100 square feet to 1/200 square feet, which is consistent with general retail uses. The proposed change is based on the fact that someone who goes into a prepared food shop to purchase food is generally not in the facility as long as a customer at a traditional restaurant.

I would like to take this item for Council discussion before we initiate the repeal cases because some property owners may be upset at losing some of their flexibility on re-leasing vacant restaurant spaces.

Council Agenda Item: #R11

SUMMARY:

Council consideration is requested of an ordinance amending the Code of Ordinances of the Town by deleting and repealing section 74-32 regarding the taxation of motor vehicles leased for personal use for tax (calendar) years 2008 and thereafter.

FINANCIAL IMPACT:

The Dallas Central Appraisal District (DCAD) estimates a loss of \$9,589,057 in taxable value if the Town repeals the original ordinance which provides for the taxation of leased motor vehicles otherwise exempted. At the FY 2008 tax rate this is would equate to just over \$41,500 in property tax revenue lost.

BACKGROUND:

The 77th Texas Legislature passed SB 248 effective January 1, 2002 to provide an exemption from ad valorem taxation on motor vehicles leased for non-income producing activities. SB 248 also included a provision authorizing the governing body of a municipality to adopt an ordinance before January 1, 2002 to provide for the taxation of leased motor vehicles otherwise exempted. Council adopted an ordinance on December 11, 2001 to provide for the taxation of motor vehicles leased for non-income producing activities.

There are 76 cities across the state that tax personal leased vehicles as reported to the state in 2004. Dallas County cities include Carrollton, Cedar Hill, DeSoto, Garland, Lancaster, Mesquite, and Richardson. Other cities around the area and state include Austin, Corpus Christi, El Paso, Frisco, Hurst, Longview, and San Antonio. Attached to this memo is a listing from the State Comptroller's office of all cities that, as of 2004, continue to tax leased vehicles used for personal purposes.

The ad valorem tax is imposed on leasing companies that actually own the vehicles, but many of these businesses have chosen to pass the tax along to customers leasing vehicles. Since the original ordinance was adopted, some residents have objected to the Town not allowing the exemption.

RECOMMENDATION:

Staff has no recommendation for this item. On the one hand, there is the formal financial policy in place that strives to obtain the broadest tax base. On the other hand, the amount of value associated with this exemption is relatively small and there is an issue of equity in that the Town does not tax personal vehicles that are owned by its residents. It should be emphasized that once the ordinance is passed exempting lease vehicles from the Town's property tax, the exemption is permanent and cannot be revoked by future councils.

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING THE CODE OF ORDINANCES OF THE TOWN BY DELETING AND REPEALING SECTION 74-32 REGARDING THE TAXATION OF MOTOR VEHICLES LEASED FOR PERSONAL USE FOR TAX (CALENDAR) YEARS 2008 AND THEREAFTER; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

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

Section 1. **Amendment.** The Code of Ordinances (the “Code”) of the Town of Addison, Texas (the “City”) is hereby amended in the following particulars, and all other chapter, articles, sections, subsections, paragraphs, phrases and words are not amended but are ratified and affirmed:

A. Section 74-32 of the Code, entitled “Taxation of Motor Vehicles Leased for Personal Use,” is hereby deleted and repealed in its entirety. This deletion and repeal shall not take effect until January 1, 2008 and shall be applicable only to tax (calendar) years beginning 2008 and thereafter.

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

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

Section 4. **Effective Date.** Subject to the effective date provision set forth in Section 1.A. of this Ordinance, above, this Ordinance shall become effective from and after its date of passage and any publication as may be required by law.

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

Joe Chow, Mayor

ATTEST:

By: _____
Mario Canizares, City Secretary

APPROVED AS TO FORM:

By: _____
John Hill, City Attorney





[Local Property Taxes](#)

Cities That Tax Leased Autos Used for Personal Use, as Reported in 2004

Motor vehicles leased for personal use after January 2, 2001 may be exempt from property taxes. Tax Code Section 11.252 defines these vehicles as passenger cars or trucks with a shipping weight of less than 9,000 pounds. The law defines “personal use” as using the vehicle more than 50 percent of its mileage for activities that do not involve the production of income.

A city, however, may continue to tax personal leased vehicles, if the city adopted an ordinance to do so before January 1, 2002. In 2004, 76 cities chose to continue taxing all leased vehicles, both personal and business. Those cities, as reported by their county appraisal districts and in order by appraisal district name, include:

Cities That Tax Leased Autos Used For Personal Use

CAD #	County Appraisal District	# of Cities	City Taxing Leased Personal Autos
006	Armstrong CAD	1	Claude
015	Bexar CAD	1	San Antonio
023	Briscoe CAD	2	Quitaque Silverton
033	Carson CAD	1	Panhandle
035	Castro CAD	2	Hart Nazareth
043	Collin CAD	4	Frisco Prosper Richardson (Part also in Dallas CAD) Wylie
045	Colorado CAD	1	Columbus
056	Dallam CAD	2	Dalhart Texline
057	Dallas CAD	8	Addison Carrolton Cedar Hill De Soto Garland Lancaster Mesquite

			Richardson (Part also in Collin CAD)
061	Denton CAD	4	Argyle Justin Lake Dallas Pilot Point
065	Donley CAD	1	Clarendon
067	Eastland CAD	1	Cisco
070	Ellis CAD	1	Ennis
071	El Paso CAD	4	Anthony El Paso Horizon Socorro
077	Floyd CAD	1	Lockney
078	Foard CAD	1	Crowell
079	Fort Bend CAD	3	Meadows Place Richmond Rosenberg
084	Galveston CAD	1	League City
092	Gregg CAD	3	Kilgore Longview White Oak
105	Hays CAD	1	San Marcos
111	Hood CAD	1	Granbury
123	Jefferson CAD	5	Beaumont Groves Nederland Port Arthur Port Neches
126	Johnson CAD	1	Cleburne
129	Kaufman CAD	1	Kaufman
165	Midland CAD	1	Midland
178	Nueces CAD	1	Corpus Christi
180	Oldham CAD	2	Adrian Vega
185	Parmer CAD	2	Bovina Friona
197	Roberts CAD	1	Miami
199	Rockwall CAD	1	Royse City
205	San Patricio CAD	1	Odem
210	Shelby CAD	1	Center

211	Sherman CAD	2	Stratford Texhoma
219	Swisher CAD	2	Happy Kress
220	Tarrant CAD	6	Benbrook Forest Hill Lake Worth Halton City Hurst North Richland Hills
227	Travis CAD	1	Austin (Part also in Williamson County)
237	Waller CAD	1	Waller
243	Wichita CAD	2	Wichita Falls Electra
246	Williamson CAD	1	Austin (Part also in Travis County)
	Number of Cities Taxing	76	
	Number of CADs	39	

Susan Combs
Texas Comptroller of Public Accounts

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Council Agenda Item: #R12

SUMMARY:

Council approval is requested of a 9-1-1 billing agreement with the following communication carrier which has received a Service Provider Certificate of Operating Authority (SPCOA) from the Texas Public Utilities Commission:

Foremost Telecommunications

FINANCIAL IMPACT:

9-1-1 fees generated just under \$400,000 in FY 2007. The revenue is collected by the telephone companies from their customers. The fee of the base rate approximates 62 cents on a monthly single-family residential bill. Theoretically, any revenue generated from this billing agreement will simply replace the fees the Town would have received from AT&T (formerly Southwestern Bell).

BACKGROUND:

Section 82.202 of the Town's Code of Ordinances requires that all 9-1-1 carriers establish an agreement with the Town. Many carriers are operating without a formal agreement and we are attempting to document each carrier. The carrier listed above has submitted signed 9-1-1 billing agreements developed by the Town attorney (one copy attached for information). With the addition of the above company, Addison will have approximately 41 current 9-1-1 contracts of which 33 are currently active and remitting fees.

RECOMMENDATION:

It is recommended Council authorize the City Manager to enter into a 9-1-1 agreement with the provider listed above.

STATE OF TEXAS §
 § 9-1-1 EMERGENCY SERVICE AGREEMENT
 COUNTY OF DALLAS §

This 9-1-1 Emergency Service Agreement (“Agreement”) establishes the rates, terms, and conditions for 9-1-1 emergency service interconnection by FOREMOST TELECOMMUNICATIONS (“Company”) with the Town of Addison, Texas (“City”) (collectively “Parties”).

WHEREAS, the Texas Legislature and the United States Congress have authorized the provision of telecommunications service in the local marketplace by service suppliers other than the holders of certificates of convenience and necessity (“CCN”); and

WHEREAS, a CCN holder is the incumbent local exchange company that holds a certificate of convenience and necessity granted by the Public Utility Commission of Texas (“PUC”) on September 1, 1995, for each service area(s) within the territory of the City; and

WHEREAS, Company is a holder of either a certificate of operating authority or a service Company certificate of operating authority that has received certificate number 60512 from the PUC and, therefore, a service supplier and a service provider of local telecommunications service (“service supplier”) pursuant to Chapter 771 or Chapter 772 of the Texas Health and Safety Code, §§ 771.001 *et seq.*, 772.001 *et seq.*, or other applicable law pertaining to home rule cities (including the ordinances, rules and regulations of the City) (collectively “the Applicable Laws”), as amended, that must provide 9-1-1 emergency service to that portion of the Company’s service area located within the territory of the City; and

WHEREAS, the City is Texas home rule city and a political subdivision of the State of Texas.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the Town of Addison, Texas and FOREMOST TELECOMMUNICATIONS do covenant, contract and agree as follows:

1. **Compliance with Laws.** Company must comply with all provisions of the Applicable Laws and any requirements implementing or interpreting the Applicable Laws promulgated by the City pursuant to the authority vested in the City.

2. **Emergency Service Plan.** Company shall submit for the City’s approval a plan for the Company’s provision of 9-1-1 emergency service within the territory covered by the City. The plan is provided as Attachment No. 1. The plan shall consist of an explanation with sufficient specificity for the City to determine Company’s compliance with the requirements of this Agreement. Company may submit the plan, or any part of the plan, that it considers trade secret, confidential, and/or proprietary or that would give another service supplier a competitive advantage, under seal and subject to a confidentiality agreement in accordance with law. The City shall keep the plan or any part of the plan confidential to the extent permitted by law. Upon receiving a request for Company’s plan or any part of Company’s plan that Company submitted under seal and subject to a confidentiality agreement, the City shall request an Attorney General Open Records

Decision pursuant to the Texas Public Information Act, Ch. 552, Tex. Gov. Code, as amended, and shall notify Company concurrently with its request for the Attorney General Open Records Decision. The City shall not release any information that is subject to a confidentiality agreement executed between the Parties until the Attorney General issues an Attorney General Open Records Decision resolving the request for Company's plan or any part of the plan. The City is not required to request an open records decision ruling regarding information for which there has been an open records ruling that such identical information is public information.

3. **Interconnection.** Company's interconnection arrangements for 9-1-1 emergency service shall meet the minimum standards in

- a. PUC Substantive Rule 26.272, as amended or superseded;
- b. the Applicable Laws addressing, including, or interpreting standards or features for 9-1-1 emergency service applicable to Company;
- c. and any requirements promulgated in the future by the City pursuant to the authority vested in the City by the Applicable Laws and the applicable provisions of this Agreement.

Where possible, Company may exceed the above standards.

4. Company shall provide to the City an equal or, where possible, a greater level of service and functionality from the Company switch to the tandem, also known as the 9-1-1 selective router, as is currently provided by Southwestern Bell, the incumbent local exchange company.

The City may amend its 9-1-1 emergency service requirements from time to time. Unless a shorter time period is necessary to protect the public safety, the City shall permit Company one hundred eighty (180) days to comply with the City's amendments. Where a shorter time period is necessary to protect the public safety, the City shall permit Company the greatest length of time possible, without jeopardizing the public safety, and where possible the Parties shall negotiate the shorter time period.

5. **Service Establishment.** Company proposes to commence local service in its authorized service area on 12-15-07 ("Service Establishment Date"). Before cutover on the Service Establishment Date, both Company and the City will test the Company's 9-1-1 emergency service as set forth in Attachment No. 2. The testing requirements and procedures shall be mutually agreed upon by the Company and the City. Final approval as to the adequacy of installation of 9-1-1 emergency service shall rest with the City. The City shall not withhold written final approval upon Company's satisfactory provision of the 9-1-1 emergency service required by this Agreement. Satisfactory provision shall be the working provision of the 9-1-1 emergency service required by the Agreement and provided by Company to interconnection with the incumbent local exchange company CCN holder but not including the incumbent local exchange company CCN holder's 9-1-1 emergency service. The City shall provide Company with final approval in writing within three (3) working days of testing.

6. **Changes to Facilities.** Unless a shorter time period is necessary to protect the public safety, Company shall notify the City of any changes or expansion in its facilities, service area(s), or other changes affecting the routing or completion of all calls which are affected by or

which affect the provision of 9-1-1 emergency service, no later than forty-five (45) days in advance of such change or expansion. Such notice shall include a reference to this section of this Agreement, specifying the responsibility of the City to respond within twenty (20) days. The City shall notify Company, no later than twenty (20) days following receipt of Company's notice, if the City has concerns with Company's proposed changes or expansion and shall provide specificity regarding such concerns. Changes to the plan shall be deemed approved on the proposed implementation date if the City does not comply with this twenty (20) day response requirement. If the City notifies Company that the proposed changes or expansion raise concerns, the City shall work in good faith with Company to resolve such concerns as soon as possible; in no event shall the City notify Company of its decision later than five (5) days before the proposed implementation date. Any proposed changes in the plan shall not affect approval for Company's current plan to which the City had granted prior approval. Company shall provide to the City within twenty (20) days the revisions to the plan, in the form of a modified Attachment No. 1, upon the City's approval of the changes or expansion. Where a shorter time period is necessary to protect the public safety, the City shall permit Company the greatest length of time possible, without jeopardizing the public safety, and where possible the Parties shall negotiate a shorter time period.

7. **Use of Tandem.** Unless negotiated and agreed to by the Parties in advance, Company shall use the tandem, also known as the 9-1-1 selective router, designated and approved by the City and shall not directly trunk to any Public Safety Answering Point ("PSAP"), as reflected on Attachment No. 1, illustrating Company's tandem arrangements. Unless Company uses a tandem negotiated and agreed to by the Parties in advance, the tandem designated and approved by the City shall provide 9-1-1 emergency service required by the City pursuant to this agreement.

8. **Billing, Collection, Remittance of Fees.** Company shall bill, collect, and remit the appropriate 9-1-1 emergency service fee to the City, as provided in the Applicable Laws and reflected in Attachment No. 3.

The initial payment due, whether quarterly or monthly, is due no later than the 30th day after the last day of the calendar quarter or month, whichever is applicable, in which the fees were collected. Remittances shall be made by direct deposit to the City's bank or by check, the procedure to be designated by mutual agreement of the Parties. A report shall be sent by U.S. mail by Company or Company's designated agent, to City Finance Director, Town of Addison, P. O. Box 9010, Addison, Texas 75001-9010. That report, to be made quarterly, shall state the number of subscriber lines, designating the number of both residential and business lines, for which fees have been collected and are being transmitted. At all times Company shall be responsible for the accuracy of the report. From time to time, the governing body of the City may change the 9-1-1 emergency service fee. Such changes shall be communicated to Company for changes in Company's collection and remittance of 9-1-1 emergency service fee, according to the provisions of the Applicable Laws. The City shall notify Company of any change Company must make in Company's collection and remittance of 9-1-1 emergency service fee with sufficient advance time, but not to exceed 91 days before the date the change takes effect, to permit Company's billing system to comply timely with the change. Furthermore, Company may retain an administrative fee equal to one percent (1%) of the fees Company collects. If agreed to by the City, Company may deduct the Network Service Charges from the fees collected in this section before making remittance to the City.

9. **Network Service Charges.** All Company Network Service Charges billed to the City for 9-1-1 emergency service by Company shall comply with all applicable federal and state laws and rules, including PUC Substantive Rule 23.97. The Company's Schedule of Network Service Charges to be billed the City shall be provided with this Agreement as Attachment No. 4. Subject to the Parties' negotiation and agreement, Company may revise Company's Schedule of Network Service Charges from time to time in order to recover the reasonable costs that Company incurs for 9-1-1 emergency service. Unless the Parties agree to a different remittance schedule, the City shall remit the Network Service Charges monthly or quarterly in accordance with the remittance schedule in paragraph 8. The City shall make payment as directed by applicable law.

10. **Interim Number Portability.** Company and the City agree that it is in the public interest for interim number portability to be as seamless and transparent as possible to persons seeking emergency assistance by calling the number 9-1-1 and to PSAP personnel answering those 9-1-1 emergency service calls. Company shall cooperate and coordinate with the City to the fullest extent possible regarding the implementation and effect of interim number portability on the 9-1-1 emergency service and shall assist the City with educating PSAP personnel. The Parties agree that the City shall bear the cost of any PSAP modifications and Company shall bear its costs of implementing the above-described interim number portability solution.

11. **9-1-1 Database Activities.** Company shall coordinate and cooperate to the fullest extent possible with the City regarding all 9-1-1 database activities necessary to provide accurate, efficient, seamless, and transparent 9-1-1 emergency service. Company agrees to comply with current National Emergency Number Association standards and any current City requirement addressing 9-1-1 database activities or future requirements promulgated pursuant to the terms of this Agreement.

12. **Cooperation.** The Parties also agree to work in good faith with each other to resolve any disagreements and negotiations prior to the City or Company taking any formal action. Formal action shall consist of the following, in the order stated: first, alternative dispute resolution by a mutually agreed third-party; second, an administrative proceeding, including arbitration, if authorized by statute; and third, a judicial proceeding.

13. **Notice.** All notices required by or relating to this Agreement shall be deemed to have been made upon receipt and confirmation via facsimile mail and by deposit of the original facsimile mail in the U.S. mail. All notices required by or relating to this Agreement shall be addressed to the respective Parties as follows:

To City: Finance Director
Town of Addison
P. O. Box 9010
Addison, Texas 75001-9010
FAX: 972-450-7065

Company: *FOREMOST TELECOMMUNICATIONS*
1411 E. CAMPBELL Rd. STE. 1400
RICHARDSON, TX, 75081
FAX: 972-690-8840

14. **Disaster Recovery Plan.** Company's Disaster Recovery Plan, as required by PUC Substantive Rule 23.97, is found on Attachment No. 5. The plan shall consist of an explanation with sufficient specificity for the City to determine Company's compliance with the requirements of this Agreement but shall not require the Company to reveal any information that the Company considers trade secret, confidential, and/or proprietary or that would give another service supplier a competitive advantage. Company's plan shall be a stand-alone plan that addresses solely Company's 9-1-1 disaster recovery procedures. City shall not withhold approval of Company's plan because City asserts that Company's plan does not include the disaster recovery plan of the incumbent local exchange company CCN holder. Company may submit the plan, or any part of the plan, that it considers trade secret, confidential, and/or proprietary or that would give another service supplier a competitive advantage, under seal. The City shall keep the plan, or any part of the plan, confidential to the extent permitted by law. Upon receiving a request for Company's plan or any part of Company's plan that Company submitted under seal, the City shall request an opinion from the Texas Attorney General as to whether or not the information requested should be released pursuant to the Texas Public Information Act, Ch. 552, Tex. Gov. Code, and shall notify Company concurrently with its request for the Attorney General decision. The City shall not release any such information that is submitted under seal until the Attorney General issues a decision resolving the request. The City is not required to request an open records decision ruling regarding information for which there has been an open records ruling that such identical information is public information.

15. **Indemnification.** Company agrees that it shall indemnify the City, its officials, officers, employees and agents against, and hold the City, its officials, officers, employees and agents harmless from, any and all liability, actions, causes of action, lawsuits, damages, judgments, costs, expenses or fees (including attorneys fees) for any injury to or the death of any person or damage to or destruction of any property that results from, arises out of, or may be occasioned by any act of gross negligence, recklessness, or intentional misconduct by Company, its officers, employees and agents, in the performance of or in connection with this Agreement. The standard of "gross negligence, recklessness, or intentional misconduct" is established by State law, and the Parties agree that, if the State law is amended, the said standard shall be amended to reflect the then current State law. Company's indemnification hereunder shall apply without regard to whether acts, errors, omission or neglect of the City would otherwise have made them jointly or derivatively negligent or liable for such damage or injury, excepting only that Company shall not be obligated to so protect, defend, indemnify and hold harmless if such damage or injury is due to the sole negligence of the City. The terms of this paragraph 15 shall survive the termination of this Agreement.

16. **Insurance.** Company covenants and agrees that it will, at all times during the term of this Agreement and at its sole expense, maintain and carry commercial package liability insurance covering 9-1-1 service and including commercial general liability coverage, premises/operations, independent contractors, product/completed operations, personal injury, data processing errors and omissions (i.e. not excluded), and contractual liability covering, but not limited to, the indemnification provisions of this Agreement, in the amount of not less than \$1,000,000 for injury to or destruction of property or personal injury or death.

All such insurance shall: (i) be issued by a carrier which has a financial rating of A:VII or better as currently assigned in *BEST'S KEY RATING GUIDE* and is licensed to do business in the State of Texas, and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. A certificate evidencing such insurance, together with the declaration page of such policies, along with the endorsement naming the City as an additional insured, shall be delivered to the City upon the execution of this Agreement. At the City's request, Company shall make a copy of each of such policies available for the City's review. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or material modification of the same, the City shall receive written notice of such cancellation, non-renewal or modification. The City reserves the right to review the insurance requirements contained herein and to adjust coverages and limits when deemed necessary and prudent by the City.

17. **Default PSAP.** In a Company service area covered by a single NXX and multiple PSAPs, the City shall designate one of the PSAPs as the default PSAP that will be used by Company as the default route in the occurrence of a failure condition or emergency calls to Operator Services. The City shall require that such designated PSAP be assigned a 10-digit number and that the 10-digit number be provided to the Company for use in the occurrence of a failure condition or emergency calls to Operator Services. NXX is the three-digit switch entity indicator which is defined by the "D," "E," and "F" digits of a 10-digit telephone number within the North American Numbering Plan. The designated default information is contained in Attachment No. 6.

18. **Assignment.** Neither the City nor Company shall have the right or power to assign, transfer or otherwise convey this Agreement, in whole or in part, without the prior written consent of the non-assigning party; provided, however, that an assignment to an Affiliate of Company shall not require the consent of the City (provided that such Affiliate assumes all of the rights, duties, and obligations of Company hereunder), except that Company shall give notice of such an assignment to the City at least ten (10) days prior to such assignment or transfer. For purposes of this Agreement, *Affiliate* means (i) all persons, corporations or other entities, if any, controlled by Company, and (ii) all persons, corporations or other entities, if any, which control Company. As used in this definition of *Affiliate*, *control* means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities or partnership interests, by contract, or otherwise.

19. **Default.**

A. *Conditions of default.* The failure of Company to cooperate with the development and maintenance of the 9-1-1 database(s), or the non-payment of any charges due hereunder constitutes a condition of default under this Agreement.

B. *Notice of default.* Upon the determination by the City that a condition of default exists, the City shall notify Company in writing of the type and nature of the condition.

C. *Cure.* Company shall have ten (10) working days from the receipt of the notice of default (or such other length of time as the City may specify in the notice) to notify the City of Company's exact plan to cure the default. The plan proposed by Company must include the length of time required for the cure. If Company's proposed cure is approved by the City, Company shall begin to implement the plan immediately. If Company's proposed cure is not approved by the City,

Company shall have five working days to modify the plan according to the concerns specified by the City.

D. Remedies. Should Company not act promptly to devise a plan acceptable to the City to cure the default or be unable to cure the default within the time specified, the City shall have the right to pursue any and all legal remedies, including, without limitation, the right to terminate this Agreement.

18. Contact and Escalation List. The Company and City will exchange and periodically update, at least yearly, a contact and escalation list. The contact and escalation list are found in Attachments No. 7a and 7b.

19. Standards on Company. The City shall not impose, or fail to impose, on Company any requirement, service, feature, standard, or rate that is not required of the incumbent local exchange company CCN holder.

20. Applicable Law. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. This Agreement shall be performable and all compensation payable in Dallas County, Texas. Venue under this Agreement lies in Dallas County, Texas.

21. Entire Agreement; Authorized Parties. This Agreement, together with all attachments, sets forth the entire understanding of the Parties. No representation, promise, or statement of intention has been made by either Party which is not embodied herein. The undersigned officers and/or agents of the Parties 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.

22. Non-Exclusive Contract. Company understands and agrees that City may, at its option, without obligation to Company, contract for services with any other entity or entities for the collection of delinquent or other accounts. Collections effectuated by such other entities will in no manner entitle Company to any commission or other compensation in connection therewith.

TOWN OF ADDISON, TEXAS

FOREMOST TELECOMMUNICATIONS
(name of firm)

By: _____
Ron Whitehead, City Manager

By: _____

Typed Name: LAURENCE HALCOMB

ATTEST:

Its: PRESIDENT

ATTEST:

By: _____
Carmen Moran, City Secretary

By: _____

ATTACHMENT NO. 1

COMPANY 9-1-1 SERVICE PLAN FOR CITY LOCATIONS

COMPANY PROVIDED INFORMATION:

1. Company NXX(s) serving City locations: 469-554 plus LNP

2. Type services provided:

Business Lines: X
Residential Lines: X
ISDN: X
CENTREX: X
Intrastate Toll: X

3. (Company) Switch:

Location: DALLTXJRDS1 : 3000 IRVING Blvd, Dallas, TX.
Type: TARUA T7000

4. Tandem(s) connection(s):

To Location: DALLSTXRI3ED
Initial Trunk Group Size: 2
NXX(s) sent: 469-554 + LNP
To Location: _____
Initial Trunk Group Size: _____
NXX(s) sent: _____

5. Company 9-1-1 Database input to: AT&T / ENTRADO

6. Company administrative location:

FOREMOST TELECOMMUNICATIONS
1411 E. CAMPBELL Rd.
STE. 1400
RICHARDSON, TX 75081

ATTACHMENT NO. 2

9-1-1 CUTOVER -- OPERATIONAL TESTS

E9-1-1 TRUNK GROUP & EMERGENCY CALLS TO AN OPERATOR

The test calls, except default routing, must have the calling address and telephone number in the designated 9-1-1 Database.

Test calls will be made for each Company NXX.

Carrier will notify each PSAP associated with a test call prior to be the scheduled test date.

9-1-1 TRUNK TEST

- Isolate the trunk under test
- Place a 9-1-1 call using a number built in the 9-1-1 database
- Tester will advise the call taker that this is a test call being made by (carrier)
- Tester will verify the PSAP contacted
- Tester will request the 9-1-1 Call Taker to verify the ANI and ALI received
- Tester will request 9-1-1 Call Taker call back to the test number
- Repeat test for all 9-1-1 trunks

DEFAULT ROUTE TESTS

ALI Failure

- Place a 9-1-1 call using a number not built in the 9-1-1 database
- Tester will advise the 9-1-1 Call Taker that this is a test call being made by (Company)
- Tester will verify that the call was answered by the default PSAP

Trunk Failure

- Fail all 9-1-1 trunks
- Verify failure alarms are received locally and at the Switching Control Center
- Activate alternate routing to default PSAP 10 digit emergency number
- Tester will advise the 9-1-1 Call Taker that this is a test call being made by (Company)
- Tester will verify that the call was answered by the default PSAP Operator Services
- Place a call to the 0 (operator) from the NXX under test
- Identify to the operator that this is as an emergency test call to 9-1-1 and ask the operator to connect tester to the emergency agency
- The Operator should connect the call to the default PSAP
- Tester will advise the 9-1-1 Call Taker that this is a test call being made by (Company)
- Tester will verify that the call was completed to the default PSAP

ATTACHMENT NO. 3

9-1-1 FEES TO BE BILLED BY COMPANY

FEE AMOUNTS:

The 911 Emergency Service Fee shall be charged pursuant to applicable laws and regulations of the City, as the same may be amended or superseded, and the fee is:

Residential: \$0.62 per line

Business:

Line: \$1.52 per line

Trunk: \$2.40 per trunk line

REMITTANCE TO 9-1-1 ENTITY:

Payable to: Town of Addison, Texas

Send to: Director, Financial & Strategic Services
Town of Addison
P.O. Box 9010
Addison, Texas 75001-9010

ATTACHMENT NO. 4

NETWORK SERVICE CHARGES

1. Company switch to 9-1-1 tandem facilities: \$XXX/mo
2. Interconnect company pass-through charges: \$xxx/mo
\$xxx/1000 lines
3. Database Input System charges: \$xxx/line/mo

ATTACHMENT NO. 5

9-1-1 DISASTER RECOVERY / SERVICE RESTORATION PLAN

1. E9-1-1 Trunk Group Failure or 9-1-1 Tandem Failure

In the event of an all trunks to the 9-1-1 tandem failure or a 9-1-1 tandem failure occurs, the following procedure will be used:

Before Company switch turn-up, a local default PSAP 10 digit emergency telephone number, provided by local 9-1-1 agency, will be route index assigned and translated for forwarding 9-1-1 calls to the default PSAP.

Upon notification (alarms or human report) of a tandem or trunking failure the Network Management Center, the associated Switching Control Center, or local personnel will redirect the 9-1-1 calls from the route index of the 9-1-1 trunks to the route index of the local default PSAP 10-digit emergency telephone number.

This will allow these rerouted 9-1-1 calls to complete over the Public Switched Network.

Notification of failure conditions and restoral will be made to the local 9-1-1 agency designated notification point.

All efforts will be made to restore the failure quickly and return to regular 9-1-1 call routing.

2. Company Switch Isolation

In the unlikely event of complete company switch isolation from the 9-1-1 and Public Switched networks, no calls will be completed outside the Company switch. The following procedure will be followed:

Upon notification (alarms or human report) of a complete Office isolation, the Network Management Center, associated Switching Control Center, and local service personnel will undertake prearranged emergency procedures to restore normal switch operation.

Notification of failure conditions and restoration will be made to the local 9-1-1 agency designated notification point.

All efforts will be made to restore the failure quickly and return to regular 9-1-1 call routing.

ATTACHMENT NO. 6

**9-1-1 ENTITY DEFAULT ROUTING DESIGNATION
For Use By Company**

9-1-1 ENTITY(S) PROVIDED INFORMATION

Default PSAP for:

A. ANI/ALI Failure:

1. PSAP Name: Addison Police
2. PSAP ESN #: 255

B. Company 9-1-1 Trunk Group Failure:

1. PSAP Name: Addison Police/SWB
2. 10 Digit Public Switched Network Emergency # for PSAP access:

C. Emergency Calls to an Operator (0-):

1. PSAP Name: Addison
2. 10 Digit Public Switched Network Emergency # for PSAP access:

ATTACHMENT NO. 7A
COMPANY 9-1-1 ESCALATION & CONTACT LIST

COMPANY PROVIDED INFORMATION:

1. Billing: Accounting Dept.
972-690-8844

 2. Database: Gerald Hamilton
Operations Manager
956-425-4014 x1029

 3. Location General Manager: Larry Halcomb
President
972-403-3444

 4. 24 Hour Trouble Reporting Number 800-732-8815
-

ATTACHMENT NO. 7(B)

9-1-1 ENTITY ESCALATION & CONTACT LIST

Database & Billing

Town of Addison
Financial & Strategic Services/Collections
(972) 450-7051

PSAP Operations

Janet Cowart
Communications Supervisor
Town of Addison Police Department
(972) 450-7159

9-1-1 Entity Management

Joni Ramsey
Manager, Public Safety Communications
Town of Addison Police Department
(972) 450-7122

CLEC SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS

CLEC Name & Contacts	CLEC "OCN"	9-1-1 Intercon. Addr.	Switch Type	CLEC NPA/NXX(s) Included
E9-1-1 Manager Gerald Hamilton 956-425-4014 x1029	319D	3000 Irving Blvd. Dallas, Tx. 75247	Tekelec T7000 CLLI Code DLLUTXJRDS1	NPA Code(s): 469-554 and LNP
9-1-1 Database Manager Gerald hamilton 956-425-4014 x1029	CLEC Telco ID FRMST		"Connect Signal" Digits 1 - 1	Estimated # of EAAs 50
Switch Site Contact Gerald hamilton 956-425-4014 x1029	CLEC Service Area Description: Rate Center(s): Dallas		"Default" PSAP / ESN	# 9-1-1 Trunks Requested 2
				SS7 Point Code 005-103-004

SWBT E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE

E9-1-1 CONTROL OFFICE: CLLI Code:	Dallas Riverside DLLSTXRJ3ED	RATE CENTER(s) FOR MSAG PULL ⁽¹⁾	PSAPs INCLUDED	E9-1-1 CUSTOMER and AGENCY TYPE <small>(see legend below)</small>	
E9-1-1 Features Required:	ANI/ALI/SR	Rate Center(s): Dallas	Dallas Neutral	City of Dallas	HRC
# of 9-1-1 Trunks for LSP:			Addison P.D.	Town of Addison	HRC
MSAG Update Interval:	Monthly		Balch Springs P.D.	N. Central TX C.O.G.	COG
ACCOUNT MANAGER			Cedar Hill P.D.	City of Cedar Hill	HRC
			Cockrell Hill P.D.	N. Central TX C.O.G.	COG
			Dallas County S.O.	Dallas County	Cnty
			City of DeSoto P.D.	City of DeSoto	HRC
			City of Duncanville P.D.	City of Duncanville	HRC
			Farmers Branch P.D.	City of Farmers Branch	HRC
			Highland Park P.D.	Town of Highland Park	HRC
			Hutchins P.D.	City of Hutchins	GLC
			Richardson P.D.	City of Richardson	HRC
LOG NUMBER FRMST-004			Seagoville P.D.	N. Central TX C.O.G.	COG

FOOTNOTES: (1) Mechanized copy of MSAG is provided when SWBT is the database provider.

(2)

(3) Only areas within the the listed exchanges and also within the jurisdiction of this PSAP are included. PSAP's jurisdiction may include areas within other telco exchanges.

"TYPE of AGENCY" LEGEND:

- HRC = Home Rule City
- ECD = Emergency Communications District
- COG = Council of Governments or Regional Planning Commission
- (blank) = (blank space for use as needed to define another agency type)

Prepared by:

Cheryl Martinez	
	voice
	fax
clec-sw-911@att.com	email

STATUS of EXHIBIT:

Draft

Date Prepared

