



Post Office Box 9010 Addison, Texas 75001-9010 5300 Belt Line Road
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AGENDA

WORK SESSION OF THE CITY COUNCIL

6:00 P.M.

AND

REGULAR MEETING OF THE CITY COUNCIL

7:30 P.M.

MARCH 24, 2009

TOWN HALL

5300 BELT LINE ROAD

WORK SESSION

Item #WS1 - Presentation and discussion regarding repairs to the Addison Airport Bulk Fuel and Storage Dispensing Facility.

Item #WS2 -Presentation and discussion regarding new Elevated Storage Tank.

REGULAR SESSION

Pledge of Allegiance

Item #R1 - Consideration of Old Business.

Introduction of Employees

Discussion of Upcoming Events

Item #R2 - Consent Agenda.

#2a - Approval of the Minutes for:

March 10, 2009, Regular City Council Meeting and Work Session

Item #R3 - Appointment of a Member to the Planning and Zoning Commission.

Administrative Comment:

Commissioner Daseke, appointed by Councilmember Braun, has resigned from the Commission.

Item #R4 - No Item / Intentionally Left Blank.

Item #R5 - Presentation, discussion and Public Hearing regarding proposed management agreements for Addison Airport.

1. Council Agenda Item Overview

Item #R6 - Presentation, discussion and consideration of approval of a resolution authorizing and approving the making of certain repairs to the Addison Airport Bulk Fuel and Storage Dispensing Facility and approving a contract with Bassco Services, Inc., to make and perform the repairs and authorizing the City Manager to execute the same on behalf of the Town.

Attachments:

1. Council Agenda Item Overview
2. Resolution
3. S. Joiner Report
4. Bassco Services Report

Administrative Recommendation:

Administration recommends approval.

Item #R7 - Presentation to the Department of Financial & Strategic Services of the award of the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting for the fiscal year ended September 30, 2007.

Attachment:

1. Council Agenda Item Overview
-

Item #R8 - Presentation, discussion and consideration of approval to authorize the City Manager to release the 2008 Comprehensive Annual Financial Report.

Attachments:

1. Council Agenda Item Overview
 2. Report (Packet Only)
-

Item #R9 - Presentation and discussion of the Addison Athletic Club outdoor pool guest policy and fees.

Attachment:

1. R. Rogers Memorandum
-

Item #R10 - Presentation, discussion and consideration of approval of a resolution approving a mutual aid agreement between the Town and the cities of Carrollton and Farmers Branch creating the Tri-Cities Police Consortium for the purpose of sharing both physical and human resources.

Attachments:

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

Administrative Recommendation:

Administration recommends approval.

Item #R11 - Presentation, discussion and consideration of approval of a resolution that authorizes the Town to designate representatives that can transact business with the TexPool local government investment pool.

Attachment:

1. Council Agenda Item Overview
2. Deletion Form with TexPool Resolution

Administrative Recommendation:

Administration recommends approval.

Item #R12 - Presentation, discussion and consideration of approval to enter into an Agreement with RD&F Advertising to produce the bi-monthly newsletter extending the term of the agreement with RD&F Advertising for one additional year.

Attachment:

1. Council Agenda Item Overview
2. First Amendment
3. Original Contract

Administrative Recommendation:

Administration recommends approval.

Item #R13 - Presentation, discussion and consideration of approval of a Supplemental Agreement to the Agreement for Professional Service with Icon Consulting Engineers, Inc., in an amount not to exceed \$107,550.00, for additional professional services on the Vitruvian Park Phase 1 Infrastructure project.

Attachment:

1. Council Agenda Item Overview

Administrative Recommendation:

Administration recommends approval.

EXECUTIVE SESSION

Item #ES1 - Closed (executive) session of the Addison City Council, pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with its attorney(s) on a matter in which the duty of the attorney(s) to the governmental body (City Council) under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code, regarding and relating to the Agreement for the Operation and Management of Addison Airport, as amended, between the Town of Addison and Washington Staubach Addison Airport Venture.

Item #R14 - Discussion and consideration of approval of any action regarding and/or relating to the Agreement for the Operation and Management of Addison Airport, as amended, between the Town and Washington Staubach Addison Airport Venture.

Adjourn Meeting

Posted:
March 20, 2009 at 5:00 P.M.
Lea Dunn - City Secretary

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

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

March 10, 2009
6:00 P.M. – Town Hall
5300 Belt Line Road
Upstairs Conference Room

Council Members Present:

Mayor Chow, Councilmembers Braun, Daseke, Hirsch, Lay, Mellow and Niemann

Absent: None

Work Session

Item #WS1 - Discussion regarding the Gershman, Brickner & Bratton, Inc., (GBB) Recycling Study.

Lauren Clark introduced Gershman, Brickner & Bratton, who led the discussion regarding the Gershman, Brickner & Bratton, Inc., (GBB) Recycling Study.

There was no action taken.

Mayor-Joe Chow

Attest:

City Secretary-Lea Dunn

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

March 10, 2009
7:30 P.M. – Town Hall
5300 Belt Line Road
Council Chambers

Present: Mayor Chow, Councilmembers Braun, Daseke, Hirsch, Lay, Mellow and Niemann

Absent: None

Regular Session

Item #R1 - Consideration of Old Business.

The following employees were introduced to the Council: Alyssa Dent with the Development Services Department, Matthew McAnally with the Public Works Department and Chad Gruver with the Addison Fire Department.

Item #R2 - Consent Agenda.

#2a - Approval of the Minutes for:

February 24, 2009, Regular City Council Meeting and Work Session

Councilmember Niemann moved to approve the Minutes for the February 24, 2009, Regular City Council Meeting.

Councilmember Mellow seconded. Motion carried.

Voting Aye: Chow, Braun, Daseke, Hirsch, Lay, Mellow and Niemann

Voting Nay: None

Absent: None

Item #R3 - Discussion regarding (i) delay of public hearing on the agreement(s) to operate and manage the Addison Airport on March 10, 2009, (ii) anticipated presentation, discussion and public hearing on the agreement(s) to be held by the City Council at its March 24, 2009 meeting, and (iii) anticipated finalization of the agreement(s) to be discussed and considered by the City Council meeting to be held on April 14, 2009.

Jimmy Niemann led the discussion regarding (i) delay of public hearing on the agreement(s) to operate and manage the Addison Airport on March 10, 2009, (ii) anticipated presentation, discussion and public hearing on the agreement(s) to be held

by the City Council at its March 24, 2009 meeting, and (iii) anticipated finalization of the agreement(s) to be discussed and considered by the City Council meeting to be held on April 14, 2009.

There was no action taken.

Item #R4 - Discussion and consideration of approval of a revision to the Tuition Reimbursement Policy #4.08 of the Town of Addison Employee Handbook.

Councilmember Niemann moved to approve a revision to the Tuition Reimbursement Policy #4.08 of the Town of Addison Employee Handbook.

Councilmember Braun seconded. Motion carried.

Voting Aye: Chow, Braun, Daseke, Hirsch, Lay, Mellow and Niemann
Voting Nay: None
Absent: None

Item #R5 - Discussion and consideration of approval of an ordinance for an exception to Sec 62-162 Premises signs and Sec 62-163 Area, for Wells Fargo, located at 3701 Belt Line Road.

Councilmember Hirsch moved to approve the denial of an ordinance for an exception to Sec 62-162 Premises signs and Sec 62-163 Area, for Wells Fargo, located at 3701 Belt Line Road.

Councilmember Braun seconded. Motion carried to deny approval of an ordinance for a sign exception.

Voting Aye: Chow, Braun, Daseke, Hirsch, Lay, Mellow and Niemann
Voting Nay: None
Absent: None

Item #R6 - Discussion and consideration of approval of a resolution consenting to the assignment of a license agreement for the installation and maintenance of a telecommunications cable under Surveyor Boulevard and approval of a related Amendment to License Agreement and authorizing the City Manager to execute the same.

Councilmember Braun moved to approve Resolution R09-006 consenting to the assignment of a license agreement for the installation and maintenance of a telecommunications cable under Surveyor Boulevard and approval of a related Amendment to License Agreement and authorizing the City Manager to execute the same, with the condition that the relocation time is to be ninety (90) days.

Councilmember Niemann seconded. Motion carried.

Voting Aye: Chow, Braun, Daseke, Hirsch, Lay, Mellow and Niemann

Voting Nay: None

Absent: None

Item #R7 -Discussion and consideration of approval of award of bid No 09-06 to Durable Specialties, Inc., in the amount of \$367,900.00, to install traffic signal equipment as part of the Town Wide Signal Upgrade Project.

Councilmember Niemann moved to approve of award of bid No 09-06 to Durable Specialties, Inc., in the amount of \$367,900.00, to install traffic signal equipment as part of the Town Wide Signal Upgrade Project.

Councilmember Braun seconded.

Voting Aye: Chow, Braun, Daseke, Hirsch, Lay, Mellow and Niemann

Voting Nay: None

Absent: None

Item #R8 - REPLAT/Lot 2, Block A, Beltwood North – Airport Addition. Discussion and consideration of approval of a replat of one lot of 5.642 acres, located in an Industrial-3 zoning district, on the east side of Midway Road, between Kellway Drive and Commander Drive (in Carrollton), on application from S&B Investments, represented by Mr. Robert Wright of Pate Engineers.

Councilmember Niemann moved to approve a replat of one lot of 5.642 acres, located in an Industrial-3 zoning district, on the east side of Midway Road, between Kellway Drive and Commander Drive (in Carrollton), on application from S&B Investments, represented by Mr. Robert Wright of Pate Engineers, subject to the following conditions:

1. Provide a drainage easement for Line 'A' as it accepts off-site drainage.
2. Label P.O.B.
3. Provide a reference distance from the proposed 10' water easement to a property corner.
4. Line Table – L4 and L19 must be the same bearing as property line.
5. Town does not require fire lane easements. Change fire lane easement to mutual access easement.
6. Is Volume 95041, Page 1058 a mutual access easement on Lot 3? Show bearings and distances for this existing easement so that its connection with the on-site easement can be confirmed.
7. Confirm if there's a gap between the off-site water easement and the north boundary. If so please indicate the distance. Please note that if a gap does exist between the north property line and the easement, an offsite easement will be necessary for this construction.
8. Extend proposed water easements on the plat around all meters, fire hydrants and the double check detector assembly for the fire service.

9. The location of the municipal boundary between Addison and Carrollton is incorrect. Please correct as required.
10. Specify to abandon the building line by this plat.
11. Indicate the site location in the Vicinity Map.
12. Label the water easement along Midway Road.
13. Provide a closure sheet.

Councilmember Lay seconded. Motion carried.

Voting Aye: Chow, Braun, Daseke, Hirsch, Lay, Mellow and Niemann

Voting Nay: None

Absent: None

At 8:05 P.M., Mayor Chow announced that Council would convene into Executive Session to discuss the following Items:

Item #ES1 - Closed (Executive) session of the Addison City Council pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with its attorney(s) to seek the advice of its attorney(s) about pending litigation, to wit:

- A. *Eddins Enterprises, Inc. dba Friendly Aviation and RSP Management Services, Inc. v. The Town of Addison, Texas*, Case No. 05- 08-00194-CV, Fifth District Court of Appeals, Dallas, Texas.
- B. *Thielsch Engineering, Inc. v. Town of Addison, Texas, et al*, Cause No. 08-00463, 95th District Court, Dallas County, Texas.
- C. *AN Collision Center of Addison, Inc. d/b/a Bankston Collision Center v. Dallas Area Rapid Transit (DART) and The Town of Addison, et al*, Cause No. 07-11965-A, 14th Judicial District Court, Dallas County, Texas.

Item #ES2 - Closed (Executive) session of the Addison City Council, pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with its attorney(s) on matters in which the duty of the attorney(s) 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 (i) the taxation of improvements at Addison Airport, and to (ii) *Ryan L. Adams v. Town of Addison*, U.S. Equal Employment Opportunity Commission (EEOC) Charge No. 450-2009-01945.

The Council came out of Executive Session at 9:12 P.M.

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

Mayor-Joe Chow

Attest:

City Secretary-Lea Dunn

Council Agenda Item **#WS1**

There are no attachments for this Item.

Council Agenda Item **#WS2**

There are no attachments for this Item.

ITEM #R3

There are no attachments for this Item.

ITEM #R4

No Item/Intentionally Left Blank.

Council Agenda Item: #R5

SUMMARY:

Since the Town gave “Notice to Terminate” to our Addison Airport management joint-venture partnership of Washington-URS/Staubach (WSAAV) in September 2006, the Town has been in various stages of discussion and negotiation with WSAAV to amend and ultimately develop new and separate management contracts for the real estate and operations functions. It was in fact at the request of WSAAV in a letter dated 12/12/08 that the joint venture parties asked the Town to negotiate separate agreements with each of the two joint venture partners.

Councilman Jimmy Niemann and Town staff have been aggressively working over the last several months to bring these negotiations to conclusion and present the City Council with potential contracts for its consideration. Our negotiating team was close to coming to an agreement with one of the WSAAV parties when unfortunately we reached an impasse with the other entity last week resulting in a halt to further conversations with both.

Following an update to the City Council on our process to date there will be a Public Hearing.

FINANCIAL IMPACT:

N/A

STAFF RECOMMENDATION:

Suspend negotiations and reevaluate the Town’s options.

Council Agenda Item: #R6

SUMMARY:

Consideration of approval of a resolution authorizing and approving the making of certain repairs to the Addison Airport Bulk Fuel and Storage Dispensing Facility and approving a contract with Bassco Services, Inc. to make and perform the repairs and authorizing the City Manager to execute the same on behalf of the Town.

FINANCIAL IMPACT:

Cost: \$237,000.

This project was not anticipated in the 2009 budget. The 2009 budget does include \$200,000 for the Town's local match for TXDOT grants. Because the timing of the TXDOT grants is not established, the Town can utilize the local match allotment this year for the fuel farm project. Once the grants are made available, the Town has some flexibility to obtain the appropriate funding, either through reduction of operating expenses or draw-down of fund balance. These changes will be recognized with a mid-year budget amendment.

BACKGROUND:

Certificates of Obligation were sold for \$4,400,000 in 2004 for the construction of a new above ground fuel farm and the removal of the then existing underground fuel farm, which was 50 years old and had exceeded its useful life. The fuel farm is used by Fixed Base Operators (FBOs) to obtain fuel for their tank trucks, which are then used to fuel aircraft at the airport.

The construction of the new farm suffered design and construction challenges that delayed the opening of the farm for 21 months. In October 2007, the farm became operational and by mid November, the FBO's began using it on a daily basis. As a result of the challenges associated with this construction project and the various additional fixes to get the farm operational after it was completed, the Town is now in litigation with the parties involved.

While the farm has been in use for 16 months and has generally operated successfully, there remain intermittent technical design and construction problems specifically related to the electrical system. As such, staff engaged the services of Mr. Steve Joiner who is the former General Manager of Atlantic Aviation (FBO) to interview the fuelers on the field and prepare a report detailing the technical issues the FBO's have experienced as well as any other mechanical issues that are causing operational difficulties for the FBOs. Mr. Joiner's report is attached. Staff then met with Mr. Joiner and Phillip Brooks with

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS DETERMINING AND FINDING THAT CERTAIN REPAIRS MUST BE MADE TO THE ADDISON AIRPORT BULK FUEL AND STORAGE DISPENSING FACILITY; APPROVING AN AGREEMENT BETWEEN THE TOWN AND BASSCO SERVICES INCORPORATED TO MAKE THE SAID REPAIRS, AND DETERMINING AND FINDING THAT THE EXPENDITURE TO MAKE THE REPAIRS CONSTITUTE A PROCUREMENT NECESSARY TO PRESERVE OR PROTECT THE PUBLIC HEALTH OR SAFETY OR THE CITY'S RESIDENTS, AND THAT RETAINING THE SERVICE OF BASSCO SERVICES, INC. TO MAKE THE REPAIRS PROVIDES THE BEST ASSURANCE FOR PROTECTING THE PUBLIC HEALTH AND SAFETY OF THE CITY'S RESIDENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH BASSCO SERVICES, INC. TO PROVIDE THE SAID REPAIRS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas (the "City") is the owner of the Addison Airport (the "Airport"), on which is located a bulk fuel and storage dispensing facility commonly referred to as the "Fuel Farm" (and so called herein); and

WHEREAS, from and since the inception of the City's and its licensees' use of the Fuel Farm, there have been and there remain intermittent problems with the Fuel Farm related primarily to its electrical system; and

WHEREAS, in order to address these problems, the City retained the professional services of Steve Joiner, formerly the general manager of Atlantic Aviation, a fixed based operator at the Airport, to evaluate and to prepare a report for the City regarding the problems, a copy of which report is attached hereto as Exhibit A (the "Joiner Report"); and

WHEREAS, the Fuel Farm problems identified in the Joiner Report include, among others, the following: (1) an unreliable computer system that controls the Fuel Farm; (2) the Fuel Farm "dead man" system is not functioning properly (creating a spill risk); (3) the Fuel Farm sump system needs to be re-plumbed and operable from the ground; (4) problems with the Fuel Farm reclamation system; (5) the ladders to the top of the Fuel Farm tanks are not safe; (6) the Fuel Farm emergency shut-offs need modification; (7) two cla-valves on four Avgas tanks at the Fuel Farm need to be rebuilt with Viton seals; and (8) need to obtain signed as-built electrical drawings for the Fuel Farm; and

WHEREAS, repairs to the Fuel Farm to correct the identified problems are necessary, critical and imperative to the safe and efficient operation of the Fuel Farm and to preserve and protect the public health and safety of the residents of the City and the users of the Fuel Farm and the Airport; and

WHEREAS, Bassco Services Incorporated (“Bassco”) is a Texas corporation which specializes in the manufacture and repair of above ground and below ground aviation fuel storage systems, including commercial aviation hydrant carts, pump skids, helicopter fueling, aviation self-serve fueling, petro/chemical, and fuel farms (and including the Fuel Farm); and

WHEREAS, in connection with the Fuel Farm, the City has previously consulted with Bassco and utilized its services regarding Fuel Farm problems, issues and concerns and the remediation thereof, and Bassco is and has become fully familiar with and has a detailed knowledge and understanding of the operation and workings of the Fuel Farm; and

WHEREAS, because of Bassco’s history with and understanding of the Fuel Farm, the use of Bassco’s services to perform the Fuel Farm repairs identified in the Joiner Report will provide the City’s best assurance of protecting the public health and safety of the City’s residents and of the users of the Fuel Farm and the Airport; and

WHEREAS, the City Council does hereby find and determine that entering into a contract with Bassco to perform the repairs to the Fuel Farm identified in the Joiner Report and making expenditures therefor constitutes a procurement necessary to preserve or protect the public health or safety of the municipality ’s residents and that of the users of the Fuel Farm and the Airport.

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

Section 1. The above and foregoing recitals to this Resolution are true and correct and are incorporated into and made a part of this Resolution for all purposes.

Section 2. The City Council hereby approves the City entering into an agreement with Bassco Services Incorporated, a Texas corporation for the repair of those Fuel Farm problems outlined and identified in the Joiner Report attached hereto as Exhibit A. The City Manager is authorized to execute the said agreement on behalf of the City with Bassco Services Incorporated.

Section 3. This Resolution shall take effect upon its passage and approval.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 24th day of March, 2009.

Mayor Joe Chow

ATTEST:

By: _____
Lea Dunn, City Secretary

APPROVED AS TO FORM:

By: _____
John Hill, City Attorney

Bassco Services, Inc., to determine the best course of action to rectify these issues. Bassco has been instrumental in performing previous “fixes” that allowed the farm to become operational.

The following operational issues are what staff believes are critical to keeping the farm operating correctly. (Mr. Joiner’s report provides specific details on these issues)

- Computer system that controls farm is unreliable; no back-up (Electrical wiring)
- “Dead Man” system not functioning (spill risk) (Electrical)
- Sump System should be re-plumbed and operable from the ground
- Reclamation system
- Ladders to top of tanks are unsafe (OSHA)
- Modification of the emergency shut-offs needed
- Rebuild (2) Cla-Valves on the Avgas tanks with Viton seals (4 tanks)
- Signed as-built Electrical Engineering drawings

Because of the electrical issues involved and the potential risks associated, staff recommends that these issues be addressed as expeditiously as possible by retaining the services of Bassco Services, Inc. to perform the work. Staff believes that prompt repair of the fuel farm as outlined in Mr. Joiner’s report is necessary and critical to protecting the health and safety of the public (including the users of the airport) and the citizens of the Town. Further, the expenditure for Bassco’s services to perform the needed repairs constitutes a “procurement necessary to preserve or protect the public health or safety of the municipality’s residents,” an exception to state competitive bidding laws, and because of Bassco’s history with and understanding of this project, the use of Bassco to perform the repairs will provide the best assurance of protecting the public health and safety of the City’s residents.. Costs associated with these “fixes” as well as previous repairs will continue to be tracked by staff and provided to the legal team as part of the litigation process.

RECOMMENDATION:

Staff recommends that the Council authorize the Town to enter into a contract with Bassco Services, Inc. to perform these repairs per their proposal.

Attachments:

Steve Joiner Report Dated – December 8, 2008
Bassco Services, Inc., Repair Proposal

December 8, 2008

Ron Whitehead
City Manager
The Town of Addison
P.O. Box 9010
Addison, TX 75001-9010

RE: Fixed Base Operator's Visits

Ron:

The following information is in response to your request to meet with the Fixed Base Operators (FBOs) in Addison Airport (ADS) and discuss their opinions on the current performance of the fuel farm, effectiveness of airport marketing, and any economic impact of the current financial crisis. Meetings were held with the managers of Million Air, Landmark Aviation, and Atlantic Aviation. Additional input was obtained from Phillip Brooks of BASCO, the current contractor used for maintenance and repair of the fuel farm. Not surprising, opinions on the fuel farm provided almost unanimous agreement on problem areas, as did the question on the effects of the current financial crisis on their businesses. How to best market the airport brought the most diverse opinions.

FUEL FARM

“Are there still problems with the fuel farm and, if so, what are your suggestions to the operation better?”

- Sump System should be re-plumbed and operable from the ground
- Reclamation system
- Ladder(s) to top of tanks is unsafe (OSHA).
- Dead Man system not functioning (spill risk).
- Leaks remain but are improved.
- Computer system that controls farm is unreliable; no back-up.

Sump System

As currently operated line service technicians must climb to the top of the tanks to manually sump the system and check for water. A hand pump is used and the sump is recovered in a clean bucket. The sump fuel is then carried in the bucket back down to the ground via a ladder without any fall prevention that stands 90 degrees to the tanks. The sump fuel is then poured into the sump oil water separator. As designed, there are electrical sump pumps on top of each tank that can be operated from the ground, eliminating the need for a technician to climb up and down the ladder. However the system is plumbed incorrectly and risk cross contamination of fuel (100LL and Jet A) in the sump oil water separator. Additionally, lines to return sump fuel from the oil water separator back to the storage tank are also incorrectly plumbed directly to the tank without being filtered. BASCO has identified a repair to re-plumb the system so it operates as designed, but until it is done the sump system is not operating as designed and raises safety issues.

Reclamation System (Sump Separators)

The reclamation system is to recover sump fuel and allow it to return to the main tanks after filtering. As currently plumbed it does not adequately filter re-claimed fuel before returning to the main tank and is the direct reason that technicians must manually sump fuel from the top of the tanks. BASCO recommends a simple re-plumbing of the pipes to bring this risk into compliance. There is also an issue with the air elimination system that can be corrected at the same time.

Tank Ladders

The ladder system installed on each tank for access to the tops of the tanks may be in conflict with OSHA. All FBOs stated concerns about the safety of the ladders and the fact that the sump system required daily excursions up and down to the top of the tanks. The ladders stand 90 degrees in the vertical without any fall prevention. After sump fuel is collected the technician must then carry the fuel in a bucket back down the ladder to the ground to recycle. Additionally the rungs of the ladders have no skid resistant surface to prevent feet slipping off during wet weather. There is a real fall danger performing the sumps in this manner. Some form of fall restraint system should be considered.

Dead Man System

The most alarming discrepancy is the intermittent and even non-performance of the dead man system. This system requires that the line service technician hold a hand switch closed during the entire loading process of a refueler. If the switch is released for any reason, the valves on the tank close and fuel stops flowing. All three (3) FBOs report the system as either intermittent or non-functioning completely. When the dead man system is not working refuelers are loaded manually, requiring the line service technician to manual activate the

pumps by turning them on and off at the electrical panel located several yards from the loading platform. This requires either two technicians – one to activate the pumps and the other to monitor the loading process – or one technician does both task which is a spill risk in the chance that the refueler overfill system malfunctions. If that were to occur with only one technician present, the refueler would overfill and begin venting fuel until the technician could cover the several yards to the electrical panel and turn off the pumps.

BASCO provided additional insight into this problem. The electrical wiring to the system is provided by underground conduits. All wires required for the pumps, valves, switches, etc. travel through these conduits and were reportedly pulled into the conduit in large bundles. It is suspected that, due to the size of the bundles and the length of the pulls, some wire' insulation chaffed against the conduit and now periodically short to ground causing various functions to stop – most frequently the dead man system. Fortunately spare wires were included in the bundle so that service can be restored by using a different wire, but this will clearly continue to cause issues and eventually run out of spare wires.

Additionally, electrical lines to the control panels, pumps etc. located above ground on each tank are in flexible conduit rather than rigid, and therefore not explosion proof. Electrical connectors on the system above ground are also not explosion proof. Explosion proof fittings and conduit are recommended for fuel farms. The combination of spill risk caused by the dead man problems, coupled with spark potential as a result of non-explosion proof conduit and connectors, is of great safety concern.

Leaks

There have been numerous small leaks since the beginning of farm operations back to last January. Most of this can be attributed to lack of use over the years between the time construction was completed and full operations began. All FBOs and BASCO are comfortable this issue will be resolved soon. However it bares mentioning in addition to the wiring and electrical problems mentioned previously. Any fuel leaks coupled with the electrical issues raise fire safety issues.

Computer System

The computer system was designed, among other things, to shut down the farm and notify first responders in case of a fire or leak. In the beginning it frequently malfunctioned, shutting down the farm and calling fire or police. This appears to have been resolved. Another part of the system provides reports electronically to airport operations to monitor gallons received and removed by all farm tenants, making it easier to audit fuel flow reports. BASCO states that the program is being re-written and should be operable soon.

MARKETING THE AIRPORT

“Are there any suggestions for marketing the Airport better, and how and where should we do that.”

- Tout proximity to Dallas.
- Reduce flow fee.
- Advertise in larger business aviation pubs.
- Target Highland Park.

Proximity to Dallas

All FBO operators agreed that, in the case of the Addison Airport, the proximity to Dallas and the other metroplex cities should be emphasized, explaining the ease of transportation to businesses and destinations in those surrounding communities. In many cases, the passengers make the determination of which airport to use without any knowledge of other airports in the area. Assisting flight departments and charter companies with information on the Addison Airport and its convenient location to much of the Dallas area could help move passengers to agree to Addison over Dallas Love Field, McKinney, or even Denton. Pilots and crew tend to remain close to the airports for lodging and food, which gives ADS an additional boost as a destination of choice. The best advertisement for Addison is to get a flight crew to visit one time. The airport management is already active in various national associations that will help this process.

Flow Fees

All three FBOs mentioned the ADS flow fee, which they believe is the highest in the region, as a detriment to business. In reality other airports fees are very close or even more. This perception mainly comes from comparison to Dallas Love Field (DAL) which is the closest airport to ADS and viewed by many as direct competition. More frequent communication with the airport tenants and operators on a monthly basis would provide a good forum to discuss this and other issues. There currently are lunches with airport operations on a quarterly basis. Moving these to monthly, much like the Love Field Pilot's Association, would help address concerns faster and correct misinformation. In years past there was an Addison Airport Board that provided a forum for two way communication. Perhaps something similar could be considered.

Advertise In Larger Publications

Advertising for the airport is frequently found in smaller, regional trade publications, but not as much in larger magazines that are read by business aircraft operators. While it is more expensive to advertise in the larger publications such as Business and Commercial Aviation, Pro Pilot, and Aviation International News, these target more business aircraft operators and

flight departments that operate turbine powered equipment, which will normally purchase larger volumes of fuel than the private, piston owner. Participation in regional, state and national organizations is also a great venue to meet flight departments, schedulers and dispatchers. The airport already attends the NBAA convention, and Schedulers and Dispatchers Annual Meeting, but there are also regional sub-groups associated with these national organizations that give a more targeted audience.

Target Highland Park

Many owners and users of business aircraft live in Highland Park. This reality has kept DAL as the preferred airport for the majority of local private charter operators, owners and business flight departments. FBO operators on ADS and other metroplex airports frequently report difficulty in persuading these potential customers to look beyond DAL. Addison Airport is as accessible from the toll way as DAL, the quality of services is as good as DAL, and the delays caused by flight school traffic years ago is no longer a factor. Membership in business groups in the Park Cities could be a start in promoting ADS as equal to DAL, if not better. A few years ago the McKinney Airport actually rented a bill board at Mockingbird and Cedar Springs. This may be too extreme but targeted advertising in neighborhood newspapers or other publications in the park cities could be successful.

ECONOMY

"How is the economy affecting your business?"

All three (3) FBOs are experiencing a decrease in gallons sold. The prevailing percent is 20%. Million Air reports a decrease in charter activity from both their charter department as well as transients. Landmark has noticed a marked decrease in weekend charter activity. Atlantic remains level, but that includes gambling charters to Louisiana flown by Monarch Aviation. Some report that aircraft owners are now calling to get the fuel price before scheduling a flight. With the current decrease in the price of oil, this will most likely change. Still the over all activity is less, year-on-year. Most trade publications, as well as the Wall Street Journal and USA Today, report that business aircraft are either being parked or sold, and fractional ownership contracts are being allowed to expire. Oddly enough, flight school activity continues to be strong. The downturn in major corporations that normally have flight departments, however, mirrors the news reports which would lead to the conclusion that 2009 will see a drop in business aircraft operations, if for no other reason share holders will be monitoring corporate flight operations very closely. Fuel price is a big factor in a flight department's airport decision. Fuel volume is a factor in revenue production to the Town. A lower flow charge coupled with advertising could increase the volume greater than any loss from the reduction.

SUMMARY

The fuel farm continues to function, but not as designed and with some conditions that raise the risk of fuel spills, fall accidents and possible fire. I believe the airport operator is aware of all of the points raised here, but current repairs target individual incidents but not root causes. The electrical issues carry the most risk and should be solved first. Explosion proof conduit and connectors can be done in conjunction with the electrical wire replacement. Handling these two (2) issues will eliminate the majority of the farm's problems and risk issues. Safety of the ladders can be solved easily with additional hand rails or cages to protect against falls. Moving the sump operation from the top of the tanks to the ground will further reduce fall risk by reducing the number of trips by technicians to the top of the tanks. The remaining items involve re-plumbing/changing out pipes in the system. BASCO is prepared to present a detailed program to get all these issues resolved and the farm working as designed.

Marketing is already a priority of the airport operator. Expanding the use of trade publications should be expanded to include more business aviation flight departments. Some local targeted marketing should be considered to better compete with Dallas Love Field. A review of fees at other airport, both in the region and similar airports nationally, should be done to evaluate the appropriateness of the ADS flow fee of \$0.12 per gallon. In a down market, price becomes more of an issue to flight departments. More frequent meetings between the airport operator, tenants, customers and town staff can help improve the reputation of the airport both among the stake holders and the flying public as a whole. These recommendations could also address the weakening economy and its effects on activity at the airport.

I am prepared to discuss these points with you directly or any other group you think appropriate. BASCO is available to provide more technical detail for the fuel farm issues if requested.

Sincerely,

J. Stephen Joiner

Bassco Services

2643 Myrtle Springs Ave.
Dallas, Texas - 75220
Phone: 214.352.4432
Fax: 214.358.5836

January 14, 2009

Joel Jenkins
Operations Manager
Addison Airport
16051 Addison Road, Suite 220
Addison, TX 75001

Dear Joel,

Below is our estimated pricing to re-work the sumping operations at the Addison Airport Fuel Farm to resolve the current problems, and to prevent potential future accidents.

Scope of Work, Sumps:

The work on each tank is outlined in five separate items, as detailed here:

- Uncap the bottom sump drain on the bottom of each filter vessel, and install ½" steel pipe installed in the shape of a high arched faucet to allow a bucket to be positioned on the ground to accept sumped liquids without danger of a spill.
- Remove the piping that runs from the bottom of the sump on the filter vessels (off-loading end) to the sump separators, and cap or plug both ends to permanently seal them. If the two valves were accidentally left open the fuel in the tanks could be siphoned off into the sump separator, resulting in a major spill.
- Remove the piping that runs from the air eliminator and pressure relief valve lines into the sump separator. These should have never been installed.
- Add piping from the Sump Separator pump to the tank utilizing a spare fitting on top of the tanks. This will include valving to isolate this line as needed.
- Remove the manual sump pumps from the tops of the tanks, and add piping necessary to mount them on the back end of the tanks at a height of approximately 4 feet. Include an anti-siphon valve to prevent fluid from being siphoned off the tank, a 1" stainless steel ball valve for a positive shut-off, and mounting material (Unistrut) to firmly attach it to the tank. This change eliminates the potential accidents involved with FBO employees sumping at the top of the tank, and carrying buckets of fuel down the vertical ladders.

The work detailed above is complicated by the fact that the original contractor installed threaded pipe for all the sump piping, but then welded each and every joint solid. We will be forced to cut the pipe in such a way to disassemble it at unions, and then cut new threads to complete the work.

Total Price: **\$50,193.89**

This pricing is for us doing all of the sump separators and all sump pumps .

Scope of Work, Electrical:

To remove the PLC control for the running of pump motors, the following work needs to be done:

Disconnect the PLC wiring in the field.

Furnish and install overhead conduits

Furnish and install wiring

Rewire the system to run through key switches and start/stop stations

Swap the seal tight for explosion proof flex to the motors

This change will effectively remove the PLC control for the running of the pump motors. You can either keep the solenoids on the clay valves and continue to have the deadman control of the solenoids, or change the deadman to control the motor starter.

The changes will not affect the Veeder Root portion or the DC voltage portion of the system.

Total Price: **\$162,500.00**

Motor control and low voltage wires are not included in this price, because they have not been an issue to date. If we were to change all of the wires there would be an additional cost of \$312,500.00.

Options:

Provide signed and as-built Electrical Engineering drawings:	\$7,000.00
Re-programming of PLC after install (if needed):	\$2,122.00
Modify the emergency stop system to include:	\$2,750.00
Extend the e-stop at southeast end of farm	
Furnish and install a new e-stop on the est end of fuel farm at fence line	
Tie in e-stops to existing e-stop controls	
Rebuild (2) Cla-Valves on Avgas tanks w/ all Viton Seals:	\$2990.00/tank

Please feel free to call with any questions that you may have, and thank you for your confidence in Bassco Services.

Sincerely,

Phillip Brooks
President

Council Agenda Item: #R7

SUMMARY:

This item recognizes the Town's receipt of the Government Finance Officers Association (GFOA) "Certificate of Achievement for Excellence in Financial Reporting" to the Town of Addison for its Comprehensive Annual Financial Report (CAFR).

FINANCIAL IMPACT:

There is no financial impact associated with this item.

BACKGROUND:

The GFOA established the Certificate of Achievement for Excellence in Financial Reporting in 1945. This Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting. The purpose of the certificate program is to 1) recognize and encourage excellence in financial reporting by local governments, and 2) provide citizens, legislative bodies, and other decision makers with the best possible financial information.

The Town of Addison has received the Certificate of Achievement for Excellence in Financial Reporting every year since 1983. The GFOA has notified the Town that our CAFR received this distinction for the fiscal year ending September 30, 2007.

Council Agenda Item: #R8

SUMMARY:

Council authorization is requested for release of the 2008 Comprehensive Annual Financial Report (CAFR).

FINANCIAL IMPACT:

There is no financial impact associated with this item.

BACKGROUND:

Included with this memorandum is the Town's 2008 Comprehensive Annual Financial Report (CAFR) that describes the Town's financial condition as of September 30, 2008. Within the CAFR is the independent Auditors' Report prepared by Weaver and Tidwell, LLP. The Auditors' Report reflects a "clean" opinion indicating the Town's finances are managed and reported in conformity with generally accepted accounting principles.

We would like to acknowledge the efforts of Jerry Gaither and Dale Jensen at Weaver and Tidwell. They were thorough in their audit and provided valuable assistance to the Town's accounting staff.

RECOMMENDATION:

Staff recommends that the Council authorize the release of the 2008 Comprehensive Annual Financial Report.



#R9

Memo

To: Slade Strickland
From: Randy Rogers
Date: March 19, 2009
Re: Outdoor Pool Guest Policy and Fees

Based on requests made by residents to reduce the outdoor pool guest fees and speed up the check-in process at the outdoor pool front desk, I would like to propose the changes listed below.

- **Charge a flat fee of \$3.00 for all guests.** The ratio of 4 guests per member will still apply. The current fees are: 0 to 7 years - \$2.00, 8 to 14 years - \$4.00, and 15 years and older - \$8.00. The \$3.00 fee will simplify the guest fee structure and is more inline with what other aquatic facilities are charging for guests.
- **Create a punch pass for convenience.** Members could buy up to 30 guests visits in advance and then staff can quickly mark the pass each time a member brings a guest. This will be faster than charging and processing guest fees on each visit.

I believe these changes will satisfy the requests we have received and make the check-in process more efficient. If approved, these changes will take effect on May 23, 2009 when we open the outdoor pool for the summer. Last year we had 3,871 member visits and a total of 845 guests visits to the outdoor pool and of those guests 314 were aged 0 to 7, 242 were 8 to 14, and 289 were 15 or older.

Council Agenda Item: #R10

SUMMARY:

Council consideration is requested for a resolution and the authorization for the City Manager to enter into an agreement creating the Tri-Cities Police Consortium between the cities of Addison, Carrollton and Farmers Branch, for the purpose of increasing daily cooperation across jurisdictional boundaries, sharing of equipment, skills, knowledge and staff to increase the effectiveness of law enforcement in all three cities.

FINANCIAL IMPACT:

Agreement should actually lower the cost of providing some police services in all three cities.

BACKGROUND:

Over the last six months Addison, Carrollton and Farmers Branch have held a series of discussions related to improving police effectiveness in all three cities by sharing resources, information and specialty skill sets. The opportunity exists for this agreement to become a model for multi-jurisdictional cooperation not only within Texas but nationally as well.

RECOMMENDATION:

Staff recommends approval.

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE TOWN, THE CITY OF CARROLLTON, TEXAS AND THE CITY OF FARMERS BRANCH, TEXAS REGARDING THE PROVISION OF LAW ENFORCEMENT AND RELATED SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAID INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas (the "City"), the City of Carrollton, Texas and the City of Farmers Branch, Texas are neighboring municipalities and, pursuant to and in accordance with law (including, without limitation, the Interlocal Cooperation Act (Texas Government Code §§791.001, et. seq.) and Sections 362.002-.003 of the Texas Local Government Code), desire to enter into an agreement regarding the provision of law enforcement and related services, a true and correct copy of which agreement is attached hereto as Exhibit A.

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

Section 1. The above and foregoing recital to this Resolution is true and correct and are incorporated into and made a part of this Resolution for all purposes.

Section 2. The City Council approves that agreement between the City, the City of Carrollton, Texas and the City of Farmers Branch, Texas entitled "Law Enforcement Mutual Aid Interlocal Agreement" attached hereto as Exhibit A. The City Manager is authorized to execute the said agreement on behalf of the City.

Section 3. This Resolution shall take effect upon its passage and approval.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 24th day of March, 2009.

Mayor Joe Chow

ATTEST:

By: _____
Lea Dunn, City Secretary

APPROVED AS TO FORM:

By: _____
John Hill, City Attorney

EXHIBIT A

**TRI-CITIES POLICE CONSORTIUM
LAW ENFORCEMENT MUTUAL AID INTERLOCAL AGREEMENT**

This LAW ENFORCEMENT MUTUAL AID INTERLOCAL AGREEMENT (“AGREEMENT”) is entered by and among the Town of Addison, Texas, (“Addison”), City of Carrollton, Texas, (“Carrollton”), and the City of Farmers Branch, Texas, (“Farmers Branch”) (hereafter collectively called “the Members” and sometimes individually called a “Member”).

1. RECITALS

WHEREAS, the Members are neighboring municipalities and desire to enter into this Agreement to form a law enforcement mutual aid consortium to allow for daily cooperation across jurisdictional boundaries, sharing of specified equipment, skills, knowledge, training and staff, seeking volume discounts in the purchase of commodities and equipment, joint investigation of criminal activity; enforcement of the laws of this State, preservation of social order, and protection of health, welfare, life, safety and property of our citizens; and

WHEREAS, the Members are authorized by law to enter into this Agreement, including, without limitation, the Interlocal Cooperation Act (Texas Government Code §§791.001, et. seq.) which authorizes local government entities to enter into interlocal contracts with one another to perform governmental functions and services, including police protection and detention services, public health and welfare, administrative functions, and other governmental functions in which the contracting parties are interested (each of which the Members are authorized to perform individually), and Sections 362.002-.003 of the Texas Local Government Code which specifically authorizes a municipality by resolution of its governing body to enter into an agreement with neighboring municipalities to form a mutual aid law enforcement task force to cooperate in criminal investigations and law enforcement; and

WHEREAS, the Members are each a “local government” as that phrase is defined in Tex. Govt. Code §791.003(4);

NOW, THEREFORE, for and in consideration of the mutual promises made one to another set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Members agree as follows:

2. NAME

The Members, acting by and through their respective Police Departments and Chiefs of Police, hereby form a mutual aid law enforcement consortium to be named the **Tri-Cities Police Consortium**, hereinafter referred to as “the Consortium”.

3. PURPOSE

The purpose of the Consortium is to allow the Members on an ongoing and regular, even daily, basis to perform and provide certain governmental functions and services for one another as set forth herein, including, without limitation, assisting and cooperating with one another in connection with criminal investigations and law enforcement. To accomplish the same, the Members will:

**TRI-CITIES POLICE CONSORTIUM
LAW ENFORCEMENT MUTUAL AID INTERLOCAL AGREEMENT**

- A. Cooperate across the Members' jurisdictional boundaries;
- B. Share specified equipment, skills, knowledge, training and staff;
- C. Seek volume discounts in the purchase of commodities and equipment;
- D. Investigate criminal activity; enforce the laws of this State;
- E. Preserve social order; and
- F. Protect the health, welfare, life, safety and property of our citizens.

4. DEFINITIONS

The following terms shall have the following meanings when used in this AGREEMENT:

- A. "Members" means Addison, Carrollton and Farmers Branch.
- B. "Requesting Member" means a Member who requests law enforcement assistance from another Member pursuant to this AGREEMENT.
- C. "Responding Member" means a Member to whom a request for assistance is directed by a Requesting Member pursuant to this AGREEMENT.
- D. "Chief Officer" means the Chief of Police or the Chief's designee of a Member's Police Department.
- E. "Officer" means any commissioned peace officer as defined under article 2.12(3) of the Texas Code of Criminal Procedure regularly employed by a Member's Police Department.
- F. "Civilian" means any civilian employee of a Member's Police Department regularly employed by the Member.
- G. "Law Enforcement Personnel" means an Officer or Civilian staff of a Member's Police Department.

5. REQUEST FOR ASSISTANCE

A. Requests for assistance from one Member to another under this AGREEMENT will entail:

- 1) the mutually agreed upon sharing of specified equipment, skills, knowledge, training and personnel (Officer and Civilian) on a daily basis guided by procedures outlined in Appendix "A" to this AGREEMENT;

**TRI-CITIES POLICE CONSORTIUM
LAW ENFORCEMENT MUTUAL AID INTERLOCAL AGREEMENT**

- 2) ad hoc requests based upon impending or emerging circumstances guided by procedures outlined in Appendix "A" of this AGREEMENT; and
- 3) emergency requests that will be governed by the existing Greater Dallas Forth Worth Regional Law Enforcement Mutual Aid Task Force agreement to which each Member is a party.

B. Any request for assistance under this AGREEMENT shall, when reasonably possible, include a statement of the amount and type of equipment and number of law enforcement personnel requested, and shall specify the location to which the equipment and personnel are to be assigned, deployed or accessed. However, the amount and type of equipment and number of personnel actually furnished by a Responding Member shall be determined by the Responding Member's Chief Officer.

6. RESPONSE TO REQUEST FOR ASSISTANCE

Responding Members will assign Law Enforcement Personnel to perform duties outside the Responding Member's territorial limits, but within the territorial limits of a Requesting Member, subject to the Responding Member's determination of availability of personnel and discretion when:

A. Such assignment is included in a request for assistance by the Chief Officer of a Requesting Member, and

B. The Chief Officer of the Responding Member has determined, in his/her sole discretion, that the assignment is necessary to fulfill the purposes of this AGREEMENT within the territorial limits of the Requesting Member.

7. OPERATIONAL CONTROL for incidents, events, training, program delivery:

All Law Enforcement Personnel of the Responding Member shall report to the Requesting Member's designated staff member who is authorized to control, manage or supervise the location and/or incident, event, training or program to which said Law Enforcement Personnel have been assigned and shall be under the operational control of the Requesting Member's law enforcement Officer who is in charge.

8. RELEASE

Law Enforcement Personnel of the Responding Member will be released by the Requesting Member when their services are no longer necessary, or when the Chief Officer of the Requesting Member determines in his/her sole discretion that Law Enforcement Personnel of the Responding Member should be released.

**TRI-CITIES POLICE CONSORTIUM
LAW ENFORCEMENT MUTUAL AID INTERLOCAL AGREEMENT**

9. WITHDRAWAL FROM RESPONSE

The Chief Officer of the Responding Member, in his/her sole discretion, may at any time withdraw the assigned Law Enforcement Personnel and equipment of the Responding Member or discontinue participation in any activity initiated pursuant to this AGREEMENT.

10. QUALIFICATIONS OF OATH AND OFFICE FOR LAW ENFORCEMENT SERVICES

While any Officer regularly employed by a Responding Member is in the service of the Requesting Member pursuant to this AGREEMENT, said Officer shall be deemed to be an Officer of the Requesting Member and be under the command of the Requesting Member's Chief Officer with all powers of an Officer of the Requesting Member as if said Officer were within the territorial limits of the Member where said Officer is regularly employed. The qualifications of office of the Officers or a Responding Member shall constitute their qualifications for office within the territorial limits of the Requesting Member and no additional oath, bond or compensation is needed or shall be required.

11. ARREST AUTHORITY OUTSIDE PRIMARY JURISDICTION

It is expressly agreed and understood that an Officer employed by a Responding Member who performs activities pursuant to this AGREEMENT may make arrests outside the jurisdiction of the Responding Member in which said Officer is regularly employed, but only within the area covered by the Requesting Member; provided, however, the Officer of the Responding Member who makes an arrest shall notify the Chief Officer of the Requesting Member in whose jurisdiction the arrest is made of such arrest without unreasonable delay in accordance with the procedures set forth in this Agreement. The Officers employed by a Responding Member shall have such investigative or other law enforcement authority in the jurisdictional areas encompassed by a Requesting Member as is reasonable and proper to accomplish the purposes for which a request for mutual aid assistance is made pursuant to this AGREEMENT. However, nothing in this Agreement shall be construed as prohibiting an Officer from making an arrest outside of the jurisdiction of the Member that regularly employs the Officer in accordance with Chapter 14 of the Texas Code of Criminal Procedure.

12. RIGHT TO REIMBURSEMENT

A. Requests for assistance consistent with guidelines in Appendix "A" allow for a Responding Member to receive reimbursement for services performed or equipment utilized under this AGREEMENT as specified within Appendix "A".

B. Emergency requests for assistance will be governed by the existing Greater Dallas Fort Worth Regional Law Enforcement Mutual Aid Task Force agreement to which each Member is a party. Each Member, when providing services of Law Enforcement Personnel as a Responding Member, expressly waives the right to receive reimbursement for services performed or equipment utilized under the Greater Dallas Fort Worth Regional Law Enforcement Mutual Aid Task Force agreement even though a request for such reimbursement may be made pursuant to Chapter 362 of the Texas Local Government Code.

**TRI-CITIES POLICE CONSORTIUM
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13 PERSONNEL BENEFITS

Any Law Enforcement Personnel of a Responding Member assigned to the assistance of a Requesting Member pursuant to this AGREEMENT shall, while so assigned, receive the same wage, salary, pension, and all other compensation and all other rights of employment, including injury, death benefits and workers compensation benefits as well as any available insurance, indemnity or litigation defense benefits, as though the Law Enforcement Personnel in question had been rendering service within the territorial limits of the Responding Member. All wage and disability payments, including workers compensation benefits, pension payments, damage to equipment and clothing, medical expenses, and travel, food and lodging expenses shall be paid by the Responding Member which regularly employs the Law Enforcement Personnel providing service to a Requesting Member pursuant to this AGREEMENT in the same manner as though such service had been rendered within the limits of the Responding Member. Each Responding Member shall remain responsible for the payment of salary and benefits as well as for legal defense of the Law Enforcement Personnel of the Responding Member when acting pursuant to this AGREEMENT in the same manner as if such Law Enforcement Personnel had rendered service within the limits of the Responding Member.

14. LIABILITY

In the event that any person performing law enforcement services pursuant to this AGREEMENT shall be named or cited as a party to any civil claim or lawsuit arising from the performance of their services, said person shall be entitled to receive the same benefits from the Responding Member that regularly employs the person as if such claim or lawsuit had arisen out of the performance of their duties within the jurisdiction of the Responding Member by whom they are regularly employed. The Members hereby agree and covenant that each Member shall remain solely responsible for the legal defense and any legal liability due to the actions of an Officer or Civilian regularly employed by said Member, unless the claims against said Officer or Civilian are alleged to be the result of the Requesting Member's gross negligence or the failure of the Requesting Member to disclose known latent premise defects. Nothing herein shall be construed to expand or enlarge the liability of a Member for any alleged acts or omissions of any employee beyond that which might exist in the absence of this AGREEMENT. Nothing herein shall be construed as a waiver of any defense of any nature whatsoever to any claim against a Member or against an Officer or Civilian employed by a Member.

15. WAIVER OF CLAIMS

Each Member respectively waives all claims, demands, suits, actions, and causes of action against each and every other Member, and covenants not to sue the other Members, for compensation from any loss, damage, destruction, harm, personal injury or death occurring as a consequence of the performance of this AGREEMENT, even though such loss, damage, destruction, harm, personal injury or death may have or is alleged to have occurred as a result of alleged negligent or other tortious conduct of any Member. Claims resulting from gross negligence or the failure to disclose known latent defects are not waived.

**TRI-CITIES POLICE CONSORTIUM
LAW ENFORCEMENT MUTUAL AID INTERLOCAL AGREEMENT**

16. IMMUNITY NOT WAVED

The Members expressly do not waive any immunity or other defenses or tort limitations to any civil claims with the execution of this AGREEMENT. It is understood and agreed that, by executing this AGREEMENT, no Member hereto waives, nor shall be deemed hereby to waive, any immunity or defense or tort limitation which otherwise is available in claims arising from or in connection with any activity conducted pursuant to this AGREEMENT.

17. VENUE

Each party to this AGREEMENT agrees that if legal action is brought under this AGREEMENT, the exclusive venue shall lie in the county in which the defendant Member is located, and if located in more than one county, then it shall lie in the county in which the principal office of said defendant Member is located. The Members hereby stipulate and agree that this AGREEMENT is to be construed and applied under Texas law without regard to its conflict of laws provisions.

18. CLAUSES SEVERABLE

The provisions of this AGREEMENT are to be deemed severable such that should any one or more of the provisions or terms contained in this AGREEMENT be, for any reason, held to be invalid, illegal, void, or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity of any other provision or term herein and the AGREEMENT shall be construed as if such invalid, unenforceable, illegal or void provision or term did not exist. In lieu of any such illegal, invalid, void, or unenforceable provision, the Members agree to seek to negotiate to add to this Agreement a provision as similar in its terms to such illegal, invalid, void, or unenforceable provision as may be possible and be legal, valid and enforceable.

19. TERM; TERMINATION

A. The Initial Term of this AGREEMENT shall begin on the Effective Date and end on September 30, 2009. This AGREEMENT shall renew for additional one (1) year periods following the Initial Term beginning on October 1 of each calendar year and ending on September 30 of the immediately following calendar year unless and until (a) all Members agree to terminate this AGREEMENT, or (b) all but one Member terminates its participation in this AGREEMENT as provided in Subsection B, below.

B. Any Member may terminate its participation or rights and obligations as a Member by providing thirty (30) days written notice via certified mail to the Chief Officer of every other Member. Should one Member terminate its participation in, or withdraw from, this AGREEMENT, such termination or withdrawal shall have no effect upon the rights and obligations of the remaining Members under this AGREEMENT.

**TRI-CITIES POLICE CONSORTIUM
LAW ENFORCEMENT MUTUAL AID INTERLOCAL AGREEMENT**

20. COMPLIANCE WITH LAW; INCORPORATION OF RECITALS

The Members shall observe and comply with, and this Agreement is subject to, all applicable Federal, State and Local laws, rules, ordinances and regulations that affect the provision of services provided herein. The above and foregoing recitals (Section 1) of this Agreement are incorporated into and made a part of this Agreement for all purposes.

21. COORDINATING AGENCY

The Members hereby agree that the City of Carrollton Police Department shall serve as the Coordinating Agency of this AGREEMENT. The Chief Officer, or designee, of said Coordinating Agency shall maintain on file executed originals of this AGREEMENT, related resolutions or orders of the Members and other records pertaining to this AGREEMENT.

22. EXECUTION OF INTERLOCAL AGREEMENT

This AGREEMENT shall be executed by the duly authorized official of the respective Members pursuant to approving resolutions of the governing body of each of the Members. Copies of said approving resolutions shall be attached hereto and made a part hereof. This AGREEMENT may be executed in multiple original copies by the Members.

23. MODIFICATION

The body of this AGREEMENT may be amended or modified by the mutual agreement of the Members hereto in writing to be attached to and incorporated into this AGREEMENT. This instrument contains the complete agreement of the parties hereto and any oral modifications, or written amendments not incorporated to the AGREEMENT, shall be of no force or effect to alter any term or condition herein.

Appendices to this AGREEMENT may be amended or modified by the mutual agreement of the Chief Officers of all Members hereto in writing signed by all the Chief Officers to be attached to and incorporated into the Appendices of this AGREEMENT. Any amendments or modifications that substantively change the body of this AGREEMENT and/or require budget considerations by the Members not currently approved for expenditure during the fiscal year must be ratified by the governing body of the respective Members. Copies of said approving resolutions shall be attached hereto and made a part hereof.

24. PAYMENT

Each Member paying for the performance of governmental services and/or functions must make those payments from current revenues available to the paying Member.

25. NO THIRD PARTY BENEFICIARIES

This Agreement is solely for the benefit of the Members and does not and shall not be deemed or construed to create or grant any rights, contractual or otherwise, to any third person or entity.

**TRI-CITIES POLICE CONSORTIUM
LAW ENFORCEMENT MUTUAL AID INTERLOCAL AGREEMENT**

26. EFFECTIVE DATE

This AGREEMENT becomes effective immediately upon the execution by the Members hereto and continues to remain in effective until terminated pursuant to Section 19 above.

Executed and entered into on this _____ day of _____, 2009, by:

Member Agency: _____

Authorized official: _____

Printed name: _____

Title: _____

Date of Governing Body Approving Resolution: _____

**TRI-CITIES POLICE CONSORTIUM
LAW ENFORCEMENT MUTUAL AID INTERLOCAL AGREEMENT**

APPENDIX “A”

**Guidelines for Mutually Agreed Upon Sharing of Specified Equipment,
Skills, Knowledge, Training and Personnel
and
Guidelines for Ad hoc Requests Based upon Impending or Emerging Circumstances**

These *Guidelines for Mutually Agreed Upon Sharing of Specified Equipment, Skills, Knowledge, Training and Personnel and Guidelines for Ad hoc Requests Based Upon Impending or Emerging Circumstances* (“Guidelines”) are adopted pursuant to, are subject to, and made a part of that certain LAW ENFORCEMENT MUTUAL AID INTERLOCAL AGREEMENT (“the Agreement”) by and among the Chiefs of Police of the Members of the **Tri-Cities Police Consortium** effective _____, 2009.

A request for assistance by a Requesting Member and a response to a request for assistance by a Responding Member as described in the Agreement shall be in accordance with the following:

1. All inter-agency actions performed under this AGREEMENT must be conducted within existing (current) funding approved for the respective Members by their governing bodies. Funding may be from general budget funds, confiscated funds, LEOSE (Law Enforcement Officers Standards and Education) funds, or grant funds as is appropriate.

2. Sharing of Specified Equipment and Assets

A. Reimbursement for Use of Equipment

1) If equipment requires fuel and/or maintenance during use, the Requesting Member is responsible for returning the equipment fueled and maintained to the same level when turned over from the Responding Member.

2) Requesting Member is responsible for reimbursement for any damage to equipment which belongs to a Responding Member and which is incurred while in the sole possession of and use by a Requesting Member.

B. Training for Staff Utilizing Equipment or Assets Belonging to another Member

1) It is the responsibility of a Responding Member to ascertain if a Requesting Member has staff trained and qualified in the use of equipment shared with the Requesting Member.

2) It is the responsibility of the Requesting Member to ensure that staff assigned to use equipment from a Responding Member are trained and qualified to use the equipment. The Requesting Member using the equipment is solely responsible for the equipment while in its control and, subject to Sections 14 and 15 of the Agreement, it assumes all liability for any problems or outcomes arising from use of equipment.

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LAW ENFORCEMENT MUTUAL AID INTERLOCAL AGREEMENT

C. Requesting Members shall sign for equipment released for use by a Responding Member if the Responding Member is not in control of equipment when in use.

D. List of Possible Equipment and Assets Subject to AGREEMENT

1) Equipment and assets listed below are representative of available items, but not totally inclusive.

2) Addison Police Department: Description of Equipment / Assets

- Computer forensic lab
- Project Lifesaver equipment for tracking elderly or mentally challenged persons
- Two (2) Segway personal mobility vehicles
- Six station indoor firearms range
- ETS equipped sport bike
- ETS equipped construction trailer
- ENT Call Box System #3 (ENT3-5BW)

3) Carrollton Police Department: Description of Equipment / Assets

- Police Mobile Command Unit
- Police Crime Scene Van – Marked
- Extended Cab Police Crime Scene Truck
- Light Armored Car / Armored Personnel Carrier
- Police Tactical Jump Van
- Enclosed Trailer for carrying traffic cones and barricades
- Police Sky Watch, portable observation tower
- Vehicle accident investigation equipment:
Sokkia Set 6F total station with tripod, TDS Recon Evidence Recorder
Sokkia SDR31 Data Collector, Map scenes drawing software
- RATTLER Auto Theft Vehicle
- Two (2) ETS equipped laptops

4) Farmers Branch Police Department: Description of Equipment / Assets

- 24 foot Command/Community Contact Trailer with observation Deck (Power generator on board)
- 16 foot enclosed bumper pull cargo trailer (Property destructions/barricades/large evidence)
- 15 passenger van
- Special Operations Vehicle
- Pickup with tow package and trailer brake system
- Bumper pulled portable diesel generator (very high-output generator-25 kva)
- Three (3) portable generators with various outputs
- APD 2000 Sniffer (WMD Detection)
- Portable search/surveillance/rescue inferred or standard light camera

**TRI-CITIES POLICE CONSORTIUM
LAW ENFORCEMENT MUTUAL AID INTERLOCAL AGREEMENT**

- Vehicle accident investigation equipment:1-Sokia System
- Handheld infared tracking device
- Four (4) SCBA systems with tanks (Crime Scene/WMD)

3. Providing Staff and/or Skills/Knowledge to Assist another Member

A. Members agree to work cooperatively together in such a manner that Law Enforcement Personnel involved receive the benefit of developing common operational best practices for Member agencies, professional development, improved performance, and building effective working relationships. Members may work together for the purposes of incident investigation and for observation to learn respective techniques and practices.

B. Major Criminal Case Investigations subject to this agreement include, but are not limited to:

- 1) Part I Crimes
- 2) Major Financial Crimes
- 3) Computer Crimes and Computer Forensics
- 4) Narcotic & Vice Criminal Operations
- 5) Part II Crime Trends
- 6) Fugitive Warrant Service

C. Operational activities subject to this agreement include, but are not limited to:

- 1) Crime Scene Search
- 2) Canine Operations
- 3) Bike Patrol
- 4) Special Response, Tactical or SWAT Operations
- 5) Critical Incident Negotiations
- 6) Traffic Enforcement and Accident Investigations
- 7) Detention Operations and Prisoner Transfers
- 8) Nuisance Abatement
- 9) Crime Analysis
- 10) Dispatch Operations

4. Cooperative Training Opportunities

A. Members will continue to seek more opportunities to collaborate on training for Law Enforcement Personnel. The goals for such cooperative efforts are to achieve broad common knowledge amongst Members; reduce the costs for providing training; and improve the quality of training with combined resources.

B. Training opportunities subject to this Agreement include, but are not limited to training required for:

**TRI-CITIES POLICE CONSORTIUM
LAW ENFORCEMENT MUTUAL AID INTERLOCAL AGREEMENT**

- 1) Intermediate, Advanced and Masters Certifications for Police Officers
- 2) Detention Officer Certification
- 3) Dispatch Certifications
- 4) Any other area of operation included in Sections B & C. above.

5. Use of Carrollton Firearms Training Range

A. The Carrollton Police Department has a long term lease with the Dallas Pistol Club (DPC) for a 1+ acre parcel for firearms (pistol, revolver, police shotgun and patrol rifle) training and qualification. Carrollton Police Department provides a modern classroom, gun cleaning area, and supplies storage facility on site as well as a modern 10 lane electronic target control firearms range. Maintenance of these facilities is conducted and funded by the City of Carrollton.

B. With prior notice to DPC, Carrollton Police Department can allow other law enforcement agencies to use this property for firearms training and qualification. Members are invited to utilize this facility in cooperation with the Carrollton Police Department in the interest of facilitating high quality law enforcement firearms training for all Members for the purpose of establishing crossed trained trainers, armorers, and Officers who are better prepared to serve along side one another in multi-jurisdictional operations.

C. Members desiring to participate in this collaborative effort are required to:

- 1) Sign a statement agreeing to follow access, safety and facility use guidelines that incorporate:
 - a) DPC requirements;
 - b) Vocational best practices for such facilities and training operations;and
 - c) Acceptance of liability for all actions by the respective Member's staff;
- 2) Contribute an annual cost recovery fee for use of the facility toward maintenance costs and utilities. Such fees shall be determined annually and provided to respective Member agencies for budgetary purposes in a timely manner consistent with fiscal year budget planning, and
- 3) Cover all costs for ammunition, supplies and materials utilized by the respective Member.

Council Agenda Item: #R11

SUMMARY:

Council approval is requested of a resolution that authorizes the Town to designate representatives that can transact business with the TexPool local government investment pool.

FINANCIAL IMPACT:

There is no financial impact associated with this item.

BACKGROUND:

In addition to investing in individual securities, the Town also invests a portion of our investment portfolio in a local government investment pool known as TexPool. The pool invests primarily in short term securities maturing in less than 7 days, and Town funds are available at any time without penalty. As such, TexPool offers the Town a competitive short term investment yield with the added flexibility of immediate funds availability.

Due to the departure of the Financial Services Manager, the list of authorized representatives with TexPool needs to be amended to delete the Financial Services Manager and add the Strategic Services Manager. The Strategic Services Manager is an authorized investment officer of the Town pursuant to the investment policy that was adopted by Council on September 23, 2008. To make these changes, TexPool requires that the City Council approve a resolution.

The Chief Financial Officer is also retained as an authorized representative that can conduct transactions with TexPool. The Chief Financial Officer and Strategic Services Manager are also currently authorized to conduct transactions with the Town's other investment pool known as TexSTAR.

RECOMMENDATION:

Staff recommends approval of the resolution that authorizes the Town to designate representatives that can transact business with the TexPool local government investment pool.



DELETION FORM FOR AUTHORIZED REPRESENTATIVES

*LOCATION NUMBER: 77333 *EFFECTIVE DATE: MARCH 5, 2009
*PARTICIPANT NAME: TOWN OF ADDISON

PART I: DELETIONS -Please enter the names of the individuals to be deleted as Authorized Representatives.

PRINTED NAME	PRINTED NAME
1. <u>BRIAN HOGAN</u>	3. _____
2. _____	**Inquiry Only Representative

PART II: APPROVALS - Please enter the names of the individuals who are currently Authorized Representatives and who authorize the deletion(s) of the individual(s) above.

PRINTED NAME	TITLE	SIGNATURE
<u>RANDOLPH C. MORAVEC</u>	<u>CHIEF FINANCIAL OFFICER</u>	_____
_____	_____	_____
_____	_____	_____

PART III: PRIMARY CONTACT -If the person deleted above was the Primary Contact; please provide the name of the Authorized Representative listed in Part II that will be the Primary Contact. The Primary Contact is the individual who will receive the daily transaction confirmations, monthly statements, monthly newsletter, TexPool Updates and other TexPool mailings.

Name: RANDOLPH C. MORAVEC

****PART IV: INQUIRY ONLY** - If the person deleted above was an inquiry only representative please specify below if you wish to add another individual. This limited representative cannot perform transactions.

Name: _____

ORIGINALS REQUIRED *REQUIRED FIELDS TEX-REP



RESOLUTION AMENDING AUTHORIZED REPRESENTATIVES

WHEREAS, TOWN OF ADDISON (LOCATION NUMBER 77333)

(Participant Name & Location Number)

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/ Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by all remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representatives of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Name RANDOLPH C. MORAVEC Title CHIEF FINANCIAL OFFICER
 Signature _____ Phone Number 972-450-7050

ORIGINALS REQUIRED

TEX – REP

2. Name Jason Cooley Title STRATEGIC SERVICES MANAGER
 Signature _____ Phone Number 972-450-7099
 3. Name _____ Title _____
 Signature _____ Phone Number _____
 4. Name _____ Title _____
 Signature _____ Phone Number _____

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name JASON COOLEY
 Email JCOOLEY@ADDISONTX.GOV Fax Number 972-450-7096

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

5. Name _____ Title _____

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 24th day MARCH, 2009.

NAME OF PARTICIPANT: TOWN OF ADDISON

BY: _____

Signature

RON WHITEHEAD

Printed Name

CITY MANAGER

Title

ATTEST: _____

Signature

LEA DUNN

Printed Name

DEPUTY CITY MANAGER / CITY SECRETARY

Title

This document supersedes all prior Authorized Representative designations.

Council Agenda Item: #R12

SUMMARY: Consideration of and approval to amend the agreement with RD&F Advertising to design, write and print a bi-monthly newsletter to be mailed and distributed to Addison residents and businesses.

FINANCIAL IMPACT:

Total cost: \$87,564

Funds are budgeted in the Council and Marketing Budget for this expense.

BACKGROUND:

One of the areas of concern noted by several of the Citizens Advisory Committee was the need to provide more timely information on the variety of activities occurring in Addison in both electronic and written format; and to provide the information in such a manner that it could be more widely distributed. Staff visited with RD&F Advertising who has produced the newsletter for a number of years and based on those discussions, RD&F developed a template to address those needs. The new format which is designed to be flexible and provide information in a concise manner was launched last year; and the response has been very positive.

RECOMMENDATION:

Staff recommends approval.

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement (“First Amendment”) is entered into this _____ day of _____, 2009 by and between the Town of Addison, Texas and RD&F Advertising, Inc.

WHEREAS, the Town of Addison, Texas (the “City”) and RD&F Advertising, Inc. (“RD&F”), a Texas corporation, whose address is 5300 Belt Line Road, Dallas, Texas 75254, entered into an agreement entitled “Agreement” (and so called herein, a true and correct copy of which is attached hereto as Exhibit A) pursuant to which RD&F provides a newsletter for the City; and

WHEREAS, the term of the Agreement commenced on January 1, 2008 and ended on December 31, 2008 (the “Initial Term”), and the City and RD&F desire to amend the Agreement by extending the same for one (1) additional year as set forth herein.

NOW, THEREFORE for and in consideration of the mutual covenants and obligations set forth herein, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Town of Addison, Texas and RD&F Advertising, Inc. do hereby agree as follows:

Section 1. Incorporation of Recitals. The above and foregoing Recitals are incorporated herein and made a part hereof for all purposes.

Section 2. Amendment. Subject to the termination provision of the Agreement, the Agreement shall be and is hereby renewed for a one (1) year period following the Initial Term, which renewal term shall commence on January 1, 2009 and conclude on December 31, 2009 (the “Renewal Term”). The Agreement may be further renewed and/or extended by the parties, but any such renewal and/or extension to be effective shall be in writing and signed by authorized representatives of each of the City and RD&F.

Section 3. No Other Amendments. Except to the extent amended or modified herein, all other terms, conditions, and provisions of the Agreement shall remain unchanged and in full force and effect during the Renewal Term.

Section 4. Authority to Execute. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this First Amendment on behalf of the parties hereto.

IN WITNESS WHEREOF, the undersigned parties execute this First Amendment this _____ day of _____, 2009.

TOWN OF ADDISON, TEXAS

RD&F ADVERTISING, INC.

By: _____
 Ron Whitehead, City Manager

By: _____
Typed/printed name: _____
Title: _____

ATTEST:

By: _____
 Lea Dunn, City Secretary

EXHIBIT A



Agreement

This Agreement ("Agreement") is made between RD&F Advertising, Inc., a Texas corporation ("Agency"), located at 14901 Quorum Drive, Suite 400, Dallas, Texas 75254 and the Town of Addison, Texas (the "City"), located at 5300 Belt Line Road, Dallas, Texas 75254 as follows:

Client desires to retain the services of Agency to provide a newsletter in accordance with the terms and provisions of this Agreement, and Agency desires to provide its services to Client for that purpose.

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations set forth herein, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Agency and Client do hereby agree as follows:

1. Newsletter Project.

A. *Agency Responsibilities, Representations.*

(1) Agency shall provide to Client, for distribution to business and individual citizens of the Town of Addison and other members of the public, a newsletter providing information on activities occurring within the Town of Addison (all the work and services to be provided by Agency as set forth in this Agreement are sometimes referred to herein as the "Services"). The newsletter shall be provided and distributed by Agency on a bi-monthly (every two months) basis in accordance with a schedule that the City will provide to Agency. The Services to be provided in connection with each newsletter include the following:

- (a) Design and Production - Newsletter design, development, and writing; coordinate information and write each story, design each page, provide images, coordinate all approvals;
- (b) Account and project management, maintain production calendar;
- (c) Management of all vendor relationships in regard to the newsletter;
- (d) Production management and print supervision (including printing of at least 30,000 copies of each newsletter (folds to 6" x 11"));
- (e) Image development for each issue; creation of images, acquisition of images, manipulation of images as required; and
- (f) Mailshop coordination and all mailing functions; coordinate delivery of newsletter in accordance with a timetable to be provided by the City to Agency (with 25,000 newsletters to be mailed to properties having a zip code of either

75001 or 75254, and 5,000 newsletters to be cut down and shrink wrapped into quantities of 25 and delivered to businesses in and around the Town Addison for distribution); combine lists provided by the City and purchased list and combine into one mail list.

(2) Agency's work and services pursuant to this Agreement shall be provided in cooperation and coordination with the City Staff. Each newsletter and all documents, materials, or other information prepared or provided by Agency pursuant to this Agreement shall be first submitted by Agency to the City for the City's review and approval prior to the public distribution of the same.

(3) Agency warrants and represents that: (i) the Services hereunder will be provided in a professional manner, and shall comply with all applicable federal, state or local statutes, ordinances, laws, rules, standards, codes, and regulations, (ii) Agency has the skills, qualifications, expertise, experience and financial capability necessary to perform the Services described in connection with this Agreement in an efficient and cost-effective manner with a high degree of quality and responsiveness, and has performed and continues to perform the same and similar services for other clients, (iii) Agency is licensed, permitted, or otherwise authorized by Texas law to practice and perform the Services described herein and will at all times while this Agreement is in effect be so licensed or otherwise authorized.

B. *City Rights and Responsibilities.* In connection with this Agreement, the City will:

(1) Approve each newsletter prior to its distribution to the public; and

(2) Coordinate and work with Agency in the development of information and materials to be included within each newsletter; and

(3) Provide to Agency a list of names and addresses to whom the newsletter is to be delivered.

2. Term. Subject to the termination provisions of this Agreement, the term of this Agreement shall commence on January 1, 2008 and conclude on December 31, 2008 (one-year). Upon the conclusion of the term, Client and Agency may pursue extending the Agreement with an extension, modification or revision. Any such extension, modification or revision must be in writing signed by both Client and Agency.

3. Newsletter Fee. During the term of this Agreement, the City agrees to pay Agency a fee of approximately Fourteen Thousand Five Hundred Ninety Four and No/100 Dollars (\$14,594.00) (U.S. net dollars) for Agency work and services provided for each newsletter produced (typically 6 per year). For each newsletter, Agency will timely prepare and provide to the City a "Project Estimate" in order to verify charges for each newsletter and detail any additional costs as requested by the City, i.e. increase in quantity, layout revisions, images, custom photography, etc. Applicable state and local taxes will apply (if required). Specific travel by Agency at the request and need of Client and associated expenses are additional.

4. Hard Costs. Actual costs (with no mark-up) associated with (but not limited to) printing, stock photography, custom photography, color copies, materials, mail shop services, list purchase, postage, installation, shipping, etc. ("hard costs") will be billed and paid for by Agency. These hard costs will be provided to the City within associated "Project Estimates" for approval prior to purchase. In order for the City to be responsible for any increases in a

previously approved estimate, Agency must obtain the City's prior written approval of any such increases. Agency is responsible and will pay vendors as specified by vendor. All approved "Project Estimates" are binding. Over the term of this Agreement, certain hard costs may increase i.e. printing, mailshop, mailing list or postage. Any increase will be detailed in the "Project Estimate." All efforts will be made by Agency to limit any increase in hard costs.

5. Billing and Payment. Client will be invoiced for the Services as each Newsletter is developed via a "Project Invoice" (typically produced every two months). All invoices and fees, are due and payable by Client. Invoices not paid within 30 days of Client's receipt shall be deemed past due.

In connection with each Project Invoice, Agency shall supply the City with supporting invoices and other documentation for fees, costs, and expenses hereunder. The City will make payments for the Services for all work properly performed by Agency hereunder within thirty (30) calendar days following the City's receipt of an invoice submitted by Agency. Each such invoice shall include (i) a description of the work performed in connection with the invoice, (ii) an itemized statement of any reimbursable costs and expenses incurred, (iii) true and correct copies of any and all receipts, invoices, and other documents and materials in support of the invoice, (iv) the sum of all prior payments for the scope of services set forth herein; and (iv) any such additional documents or materials as City may request in connection with the invoice and/or the compensation paid to Agency.

6. Ownership of Ideas and Materials; Confidentiality. Ideas, concepts, messages, etc. created by Agency for the newsletter belong to and will be owned by the City, and may be used by the City as it determines for its exclusive reuse at any time without further compensation and without any restrictions. All services, works, and materials provided or prepared by or for Agency pursuant to or in connection with this Agreement are and shall be conclusively deemed "work-made-for-hire" as defined in the copyright laws of the United States (so that all copyright and other property interest in the same shall vest at the time of their creation in the Town of Addison, and Agency shall have no copyright or other property interest in any services, works or materials produced under this Agreement). The Town of Addison, by virtue of this Agreement, owns all rights, title, and interest in and to the materials (including, without limitation, writings and photographs) and all rights under copyright therein under United States, international, and state laws and conventions. In the event any such services, works and materials or portion thereof are found by any court of competent jurisdiction to not be "work-made-for-hire," Agency hereby irrevocably transfers and assigns to the Town of Addison all rights, title and interest in and copyright to such services, works and materials, as well as all renewals and extensions thereto.

The records, documents, and all other materials, in whatever form or format (paper, electronic, or otherwise), finished or unfinished, prepared by or for Agency pursuant to or in connection with this Agreement shall be the sole property of the City. Upon the expiration or termination of this Agreement, Agency shall promptly transfer, deliver, and convey to the City all such records, documents, and materials.

Agency shall keep confidential any records, documents, or other materials that are required by law, rule, or regulation to be so maintained. No reports, information, documents, or other materials given to or prepared by Agency pursuant to this Agreement which the City requests either orally or in writing to be kept confidential, shall be made available to any third person or entity by Agency without the prior written approval of the City.

7. Early Termination.

A. Either party may elect to terminate this Agreement if the other party fails to perform an obligation hereunder and such failure continues for a period of ten (10) days after written notice thereof to the other party.

B. The City may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice of termination to Agency. Agency may terminate this Agreement, with or without cause, by delivering at least 120 days written notice of termination to the City.

C. Upon the termination of this Agreement, any fees or costs paid to Agency hereunder for which Agency has not provided the work or services set forth herein shall be immediately refunded by Agency to City.

8. Insurance. Agency, at its own expense, shall purchase, maintain and keep in force such insurance as described and in the minimum amounts set forth below:

A. Commercial general liability (CGL) and, if necessary, commercial umbrella insurance with limits of \$1,000,000 each occurrence/\$2,000,000 general aggregate/\$1,000,000 products/completed operations aggregate, which shall include coverages for bodily injury (including, without limitation, death) and property damage, and particularly for liability arising from premises operations, independent contractors, products/completed operations, personal injury, advertising injury, and contractual liability (including, without limitation, the liability assumed under the indemnity provisions of this Agreement); coverage for products/completed operations must be maintained for at least two (2) years after the Services have been completed.

B. Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned and hired car coverage.

C. Professional Liability Insurance to protect from liability arising out of the performance of professional services under this Agreement. Such coverage shall be in the sum of not less than One Million and No/100 Dollars (\$1,000,000.00) per claim and Two Million and No/100 Dollars (\$2,000,000.00) aggregate. This coverage must be maintained for at least two (2) years after the Project contemplated herein is completed. If coverage is written on a claims-made basis, the retroactive date must not be later than the inception date of this Agreement.

D. Workers' Compensation insurance at statutory limits under the laws of Texas, including Employers' Liability coverage at minimum limits of \$1,000,000 each occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

All such policies of insurance shall (a) be issued by insurance companies reasonably acceptable to the City and such companies shall be licensed and admitted to do business by the Texas Department of Insurance, (b) all liability policies shall contain no cross liability exclusions or insured versus insured restrictions, (c) except for professional liability insurance and workers compensation insurance, shall name the Town of Addison, Texas as an additional insured, (d)

in all liability policies, provide that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of activities conducted hereunder, (e) be endorsed to require the insurer to immediately notify the Town of Addison of any material change in the insurance coverage (f) contain a waiver of subrogation endorsement in favor of the Town of Addison, Texas, and (g) provide for at least thirty (30) days written notice to the Town of Addison, Texas prior to cancellation, non-renewal or material modification of such insurance. Agency may maintain reasonable and customary deductibles, subject to approval by the Town of Addison.. Certificates of insurance (together with the declaration page of such policies, along with all endorsements (including, without limitation, the endorsement naming the Town of Addison, Texas as an additional insured), satisfactory to the City, evidencing all coverage above, shall be promptly delivered to Town prior to Agency beginning any work hereunder, and the same shall be updated as may be appropriate, with complete copies of such policies furnished to the City upon request. The City reserves the right to review the insurance requirements contained herein and to reasonably adjust coverages and limits when deemed necessary and prudent by the City.

9. **AGENCY'S INDEMNITY OBLIGATION.** Agency covenants and agrees to **FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS** the Town of Addison, Texas and the elected officials, the officers, employees, and representatives of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the Town of Addison, Texas, and the elected officials, the officers, employees, and representatives o the Town of Addison being each an "**Addison Person**" and collectively the "**Addison Persons**"), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability, and suits, of any kind and nature whatsoever made upon any Addison Person, whether directly or indirectly, (the "**Claims**"), that arise out of, result from, or relate to: (1) the Services of Agency under or in connection with this Agreement; (2) representations or warranties by Agency under this Agreement; and/or (3) any other act or omission under or in performance of this Agreement by Agency, or any owner, officer, director, manager, employee, agent, representative, consultant, contractor, subcontractor, licensee, concessionaire, or invitee of Agency, or any other person or entity for whom Agency is legally responsible, and their respective owners, officers, managers, employees, directors, agents, and representatives. **SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

Agency shall promptly advise the Client in writing of any claim or demand against any Addison Person or Agency related to or arising out of Agency's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Agency's sole cost and expense. The Addison Persons shall have the right, at the Addison Persons' option and at own expense, to participate in such defense without relieving Agency of any of its obligations hereunder. This indemnity, hold harmless and defense obligation shall survive the expiration or termination of this Agreement.

10. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, those provisions shall be fully severable; this Agreement shall be construed and enforced as if those illegal, invalid, or unenforceable provisions had never comprised a part of such Agreement; and the remaining provisions of such Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or

unenforceable provision or by its severance from such Agreement. In lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as part of such Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

11. Modification; Entire Agreement. Any modification of this Agreement must be in writing and signed on behalf of all the respective parties. This Agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto with respect to the matters set forth herein.

12. Controlling Law. The validity, interpretation, and performance of this Agreement and any Project Agreement shall be governed by and construed under the laws of the State of Texas.

13. Venue. Client's obligations under this Agreement are performable in Dallas County, Texas. If any legal suits, actions, or proceedings arising with regard to such Agreement or the enforcement of any terms, conditions, representations, and warranties are instituted by any party, such suits, actions, or proceedings shall be instituted only in the state or federal courts in the County of Dallas, State of Texas, and the parties consent to the jurisdiction of such courts and waive any objection which they now or later have to the venue of any such suits, actions, or proceedings.

14. Relationship of Parties. Agency 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 manner in which Agency performs the Services which are the subject matter of the Agreement; provided always however that the Services to be provided by Agency shall be provided in a manner consistent with all applicable standards, regulations, and laws governing such Services and with this Agreement.

15. Assignment. Inasmuch as this Agreement is intended to secure the specialized services of Agency, Agency has no authority or power to and may not assign, transfer, delegate, subcontract or otherwise convey any interest, duty, obligation, or responsibility herein or hereunder, in whole or in part, without the prior written consent of the City, and any such assignment, transfer, delegation, subcontract or other conveyance without the City's prior written consent shall be considered null and void.

16. No Third-Party Beneficiaries. This Agreement and all of its terms and provisions are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

17. Non-Waiver; Rights and Remedies Cumulative. The failure of either party to this Agreement or any Project Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of such Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct. 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 remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. Any rights and remedies either party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement.

18. Notices.

(a) Any notices, demands, or requests required or authorized by this Agreement, or any other instrument or document required or authorized to be tendered or delivered by either party, must be in writing and (i) personally delivered, (ii) sent by certified mail, return receipt requested (except that billing statements and payments may be by regular mail), postage prepaid, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight, to:

(i) If to Client:

The Town of Addison
5300 Belt Line Road
P.O. Box 9010
Addison, Texas 75001
Attention: Lea Dunn

(ii) If to Agency:

RD&F Advertising, Inc
14901 Quorum Drive
Suite 400
Dallas, Texas 75254
Attention: Jimmy Richardson

(b) The person to receive notices or the address for such notices may be changed by written notice from one party to the other party under this Section. Any written notice, demand, or request given under this Section is deemed to be given upon actual receipt.

19. Binding Effect; Authority to Execute. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors and assigns. The undersigned officers and/or agents of the parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the parties hereto.

Town of Addison, Texas

By: _____

Print: _____

Title: _____

Date: _____

RD&F Advertising, Inc.

By: _____

Print: _____

Title: _____

Date: _____

Council Agenda Item: #R13

SUMMARY:

Approval of a Supplemental Agreement to the Agreement for Professional Service with Icon Consulting Engineers, Inc., in the amount not to exceed \$107,550.00, for additional professional services on the Vitruvian Park Phase 1 Infrastructure project.

FINANCIAL IMPACT:

Current Design/Inspection Contract Amount: \$2,055,700.00

Additional Design Cost: \$107,550.00

Source of Funds: General Obligation Bonds for Vitruvian Park

Project Manager: Clay Barnett, P.E.

BACKGROUND:

The Agreement for Professional Services for the Vitruvian Park Phase 1 Infrastructure with Icon Consulting Engineers, Inc. in the amount not to exceed \$1,997,200.00 was authorized by the City Council on April 8, 2008. A Supplemental Agreement to the Agreement for Professional Service for the design of the four bridges in the amount not to exceed \$58,500.00 was authorized by the City Council on February 24, 2009. During the design process, there have been several items that need a structural design that were not addressed in the original agreement. These items include:

- A combination retaining/screening wall along the existing Brooktown Townhouse development,
- Bank armoring along the lower section of Farmers Branch Creek similar to what exists behind Town Hall,
- Stairs and ramps,
- Edge treatments along the pond and island edges,
- Two small bridges to the largest island,
- Piers and retaining walls for the wildlife viewing platform, which is centered around the three large trees along Farmers Branch Creek,
- Structural components of the Belvedere, Amphitheatre, Grotto Fountain and Promenade,
- Retaining walls,
- Foundation for the park furniture, and
- Construction Phase Assistance on a time and material basis.

The additional amount of \$107,550.00 for Professional Services includes the full structural design of each of these components.

RECOMMENDATION:

Staff recommends that Council authorize the City Manager to enter into a Supplemental Agreement to the Agreement for Professional Service with Icon Consulting Engineers, Inc., in the amount not to exceed \$107,550.00, for additional professional services on the Vitruvian Park Phase 1 Infrastructure project.

Council Agenda Item **#ES1**

There are no attachments for this Item.

ITEM #R14

There are no attachments for this Item.