



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.

JUNE 9, 2009

TOWN HALL

5300 BELT LINE ROAD

WORK SESSION

Item #WS1 - Presentation and discussion by the Police Department regarding public crime reporting software.

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:

May 18, 2009, Special Meeting and Work Session

May 26, 2009, Regular City Council Meeting and Work Session

May 29, 2009 and May 30, 2009, Special Meeting and Work Session

Item #R3 - Discussion and consideration of approval of an appointment of a member to the Board of Zoning Adjustment to replace Bianca Noble who resigned to run for councilmember. (Appointment recommendation to be received from Blake Clemens.)

Item #R4 - Presentation of the "America in Bloom - Package Your Community for Success" Program.

Attachments:

1. Council Agenda Item Overview
2. AIB Participation Guide
3. Evaluation Form

Administrative Recommendation:

Administration recommends approval.

Item #R5 - FINAL PLAT/MHSS Addition. Presentation, discussion and consideration of approval of a final plat for one lot of 7.4013 acres in a Planned Development District, located at the northwest corner of the intersection of Dallas Parkway and Sojourn Drive, on application from Kimley-Horn and Associates, Inc., represented by Mr. David Kochalka.

Attachments:

1. Docket map
2. Staff report
3. Plat

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on May 28, 2009, voted to recommend approval of a final plat subject to the following conditions:

1. The Town of Addison intends to improve Addison Road to a divided section in the future. It is anticipated that the median openings would be located at the driveway labeled "Main ED Access" and the entrance to the Upper School at Trinity Christian Academy along Addison Road. The remaining driveways along Addison Road are not anticipated to receive a median break.
2. The Transportation Plan indicates that 10' of right-of-way is required on Sojourn for the roadway expansion and right turn lane unless it can be demonstrated that it is not needed.
3. Additional right-of-way is required for Addison Road at Sojourn Drive in accordance with the Transportation Plan.
4. Because the driveway to the north is located in the right turn lane for westbound Sojourn to northbound Addison Road, it should be eliminated unless it can be shown to be operated safely.
5. Because the first driveway north of Sojourn is located in the right turn lane, the right turn lane needs to be extended so that cars are not stopped on Dallas Parkway to turn into this driveway. An easement can be dedicated for the continuance of the right turn lane.
6. Name in Owner's Certificate (Advanta) does not match owner stated on Special Warranty Deed (Schlegel), however, staff believes property is now owned by Advanta. Provide deed information showing Advanta as owner.
7. Note 1 – Bearing and distance provided (N01-33-44E) does not match deed call (N02-01-34E).
8. Change F.A.U.E to Access & Utility Easement (A.U.E); fire lane easements are not delineated on the plat.

-
9. Provide the instrument number for the abandonment of the mutual access easement, greenbelt area and deed restriction.
 10. The existing water easement will need to be abandoned by ordinance.
 11. If the storm sewer is to be a public system, this description will need to include a drainage easement (A.U.D.E.) where appropriate.
 12. Add a detention area easement that encompasses the detention area and include the attached detention statement.
 13. Provide a closure sheet.

Voting Aye: DeFrancisco, Doherty, Gaines, Hewitt, Resnik, Wheeler

Voting Nay: None

Absent: Wood

Administrative Recommendation:

Administration recommends approval.

Item #R6 - REPLAT/Lots 2 and 3, Block A, Beltwood North–Airport Addition. Presentation, discussion and consideration of approval of Lots 2 and 3, Block A, Beltwood North-Airport Addition, Midway Road, between Commander Drive and Kellway Drive (in Carrollton), on application from S&B Realty, LLC, represented by Mr. Bob Wright of Pate Engineers.

Attachments:

1. Docket map
2. Staff report
3. Plat

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on May 28, 2009, voted to recommend approval of a replat subject to no conditions.

Voting Aye: DeFrancisco, Doherty, Gaines, Hewitt, Resnik, Wheeler

Voting Nay: None

Absent: Wood

Administrative Recommendation:

Administration recommends approval.

Item#R7 - Presentation, discussion and consideration of approval to enter into an agreement with Gershman, Brickner & Bratton, Inc., for consultant services related to determining the feasibility of implementing a sole-source sanitation and recycling program for Addison businesses and residents.

Attachments:

1. Council Agenda Item Overview
2. GBB Recycling Study Proposal

Administrative Recommendation:

Administration recommends approval.

Item#R8 - Presentation, discussion and consideration of approval to enter into a Memorandum of Understanding with CLEAResult Consulting to provide services to identify energy efficiency measures for Town facilities.

Attachments:

1. Council Agenda Item Overview
2. TALOT Memorandum of Understanding

Administrative Recommendation:

Administration recommends approval.

EXECUTIVE SESSION

#ES1 - Closed (executive) session of the City Council, pursuant to Section 551.072, Texas Government Code, to conduct a closed meeting to deliberate the lease for real property on Belt Line Road, which exists within the jurisdictional limits of the Town of Addison, Texas.

#R9 - Consideration of approval to authorize the City Manager to negotiate a lease for real property on Belt Line Road, which exists within the jurisdictional limits of the Town of Addison, Texas.

Adjourn Meeting

Posted:

June 5, 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.**

Council Agenda Item **#WS1**

There are no attachments for this Item.

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

May 18, 2009
7:00 P.M.-Town Hall
5300 Belt Line Road
Council Chambers

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

Absent: None

Item #S1 - Consideration and approval of an Ordinance canvassing the results of the Municipal Election held on May 9, 2009.

Councilmember Niemann moved to duly approve Ordinance 009-019, canvassing the results of the Municipal Election held on May 9, 2009.

Councilmember Hirsch seconded. Motion carried.

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

Voting Nay: None

Absent: None

Mayor Chow was sworn in by City Secretary, Lea Dunn. Councilmembers Daseke, Clemens, Lay and Noble were sworn in by Mayor Joe Chow.

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

Mayor-Joe Chow

Attest:

City Secretary-Lea Dunn

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

May 26, 2009
6:30 P.M. – Town Hall
5300 Belt Line Road
Upstairs Conference Room

Council Members Present:

Mayor Chow, Councilmembers Braun, Clemens, Daseke, Lay, Mellow and Noble

Absent: None

Work Session

Item #WS1 - Presentation and discussion regarding the 2009 Master Plan for Parks, Recreation and Open Space, and submission of the master plan to the Texas Parks and Wildlife Department Outdoor Grant Program.

Slade Strickland led the presentation and discussion regarding the 2009 Master Plan for Parks, Recreation and Open Space, and submission of the master plan to the Texas Parks and Wildlife Department Outdoor Grant Program.

There was no action taken.

Mayor-Joe Chow

Attest:

City Secretary-Lea Dunn

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

May 26, 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 - Swearing in of Mayor and new Councilmembers and recognition of outgoing Councilmembers.

Mayor Chow was sworn in as Mayor by Lea Dunn, Deputy City Manager and City Secretary. Councilmembers Daseke, Clemens, Lay and Noble were sworn in by Mayor Chow.

Greg Hirsch and Jimmy Niemann were recognized as outgoing Councilmembers and addressed the new Council.

Item #R2 - Consideration of Old Business.

Introduction of Employees

Discussion of Upcoming Events

The following employees were introduced to the Council: Bruce Hopewell with the Development Services Department, Ricardo Garcia with the Parks and Recreation Department and Jeff Douthit with the Police Department.

Item #R3 - Consent Agenda.

#3a - Approval of the Minutes for:

May 12, 2009, Regular City Council Meeting and Work Session

Councilmember Braun moved to approve the Minutes for the May 12, 2009, Regular City Council Meeting and Work Session.

Councilmember Lay seconded. Motion carried.

Voting Aye: Chow, Braun, Clemens, Daseke, Lay, Mellow and Noble
Voting Nay: None
Absent: None

Item #R4 - Appointment of Mayor Pro Tempore and Deputy Mayor Pro Tempore.

Councilmember Braun moved to appoint Roger Mellow as Mayor Pro Tempore.

Councilmember Lay seconded. Motion carried.

Voting Aye: Chow, Braun, Clemens, Daseke, Lay, Mellow and Noble
Voting Nay: None
Absent: None

Councilmember Lay moved to appoint Tom Braun as Deputy Mayor Pro Tempore.

Councilmember Daseke seconded. Motion carried.

Voting Aye: Chow, Braun, Clemens, Daseke, Lay, Mellow and Noble
Voting Nay: None
Absent: None

Item #R5 - Discussion and consideration of approval of an appointment of a member to the Planning and Zoning Commission to replace Ted Bernstein whose third term on the Commission expired on April 10, 2009. (Appointment recommendation to be received from Councilmember Lay.)

Councilmember Braun moved to approve the appointment of Neil Resnik to the Planning and Zoning Commission to replace Ted Bernstein whose third term on the Commission expired on April 10, 2009.

Councilmember Daseke seconded. Motion carried,

Voting Aye: Chow, Braun, Clemens, Daseke, Lay, Mellow and Noble
Voting Nay: None
Absent: None

Item #R6 - Presentation, discussion and consideration of an award of bid in the amount of \$52,222.00 to Philpott Motors for the purchase of (1) 2010 Ford F-750 Dump Truck.

Councilmember Mellow moved to award a bid in the amount of \$52,222.00 to Philpott Motors for the purchase of (1) 2010 Ford F-750 Dump Truck.

Councilmember Clemens seconded. Motion carried.

Voting Aye: Chow, Braun, Clemens, Daseke, Lay, Mellow and Noble
Voting Nay: None
Absent: None

Item #R7 - **PUBLIC HEARING** on, and presentation, discussion and consideration of approval of a resolution approving the 2009 Master Plan for Parks Recreation and Open Space, and submission of the master plan to the Texas Parks and Wildlife Department Outdoor Grant Program.

Mayor Chow opened the meeting as a public hearing.

The following resident spoke:

Paul Hayes, 4100 Leadville Place

Mayor Chow closed the meeting as a public hearing.

Councilmember Daseke moved to approve Resolution R09-013 approving the 2009 Master Plan for Parks Recreation and Open Space, and submission of the master plan to the Texas Parks and Wildlife Department Outdoor Grant Program, subject to corrections and additional language stipulated.

Councilmember Mellow seconded.

Voting Aye: Chow, Braun, Clemens, Daseke, Lay, Mellow and Noble
Voting Nay: None
Absent: None

Item #R8 - Presentation, discussion and consideration of approval of a three (3) year contract (one year with two option years) to Yellow Rose Landscape Services, 4325 Reeder Dr., Carrollton, Texas, for compliance mowing and maintenance of certain non-irrigated land parcels owned by the Town of Addison.

Councilmember Braun moved to approve a three (3) year contract (one year with two option years) to Yellow Rose Landscape Services, 4325 Reeder Dr., Carrollton, Texas, for compliance mowing and maintenance of certain non-irrigated land parcels owned by the Town of Addison.

Councilmember Lay seconded.

Voting Aye: Chow, Braun, Clemens, Daseke, Lay, Mellow and Noble
Voting Nay: None
Absent: None

Item #R9 - Presentation and discussion regarding the Second Quarter 2009 Fiscal Year Financial Review of the Town of Addison.

Jason Cooley made the presentation and led the discussion regarding the Second Quarter 2009 Fiscal Year Financial Review of the Town of Addison.

There was no action taken.

Item #R10 - Presentation and update of Vitruvian Park Infrastructure Phase I construction and expenditures.

Clay Barnett made the presentation and gave the update of Vitruvian Park Infrastructure Phase I construction and expenditures.

There was no action taken.

Councilmember Braun recused himself for Item #R11 and left Council Chambers. He did not participate in the discussion or vote.

Item #R11 - Presentation, discussion and consideration of approval of an ordinance for a meritorious exception to Sec. 62-162 Premises signs and Sec. 62-163 Area, of the Sign Ordinance for UDR at their property located at 3850 Brookhaven Club Drive.

Councilmember Mellow moved to approve Ordinance 009-020 for a meritorious exception to Sec. 62-162 Premises signs and Sec. 62-163 Area, of the Sign Ordinance for UDR at their property located at 3850 Brookhaven Club Drive.

Councilmember Daseke seconded.

Voting Aye: Chow, Clemens, Daseke, Lay, Mellow and Noble

Voting Nay: None

Absent: None

Abstaining: Braun

Councilmember Braun returned to Council Chambers.

Item#R12 - REPLAT/Meridian Square. Presentation, discussion and consideration of approval of a replat for 45 townhome lots and three (3) condominium lots, located at the southeast corner of Quorum Drive and Airport Parkway, on application from Addison Urban Land Development Partners, LLC, represented by Mr. Casey Ross of Dowdey, Anderson & Associates.

Councilmember Mellow moved to approve a replat for 45 townhome lots and three (3) condominium lots, located at the southeast corner of Quorum Drive and Airport Parkway, on application from Addison Urban Land Development Partners, LLC, represented by Mr. Casey Ross of Dowdey, Anderson & Associates, subject to condition and subject to a correction due to the addition and renumbering of lots.

Councilmember Lay seconded.

Voting Aye: Chow, Braun, Clemens, Daseke, Lay, Mellow and Noble

Voting Nay: None

Absent: None

At 9:27 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 a matter 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 the taxation of improvements at Addison Airport.

The Council came out of Executive Session at 10:10 P.M.

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

Mayor-Joe Chow

Attest:

City Secretary-Lea Dunn

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

May 29, 2009
8:00 A.M.
Marriott Quorum
14901 Dallas Parkway

Present: Mayor Chow, Councilmembers Braun, Clemens, Daseke, Lay, Mellow and Noble

Absent: None

Item #S1 - Basics of Budgeting Presentation.

Randy Moravec reviewed the Basics of Budgeting.

There was no action taken.

Item #S2 - Review Council Survey Results.

Randy Moravec presented the review of Council Survey Results.

There was no action taken.

Item #S3 - Review Town Goals, 2030 Vision and Financial Policies.

Ron Whitehead discussed the review of Town Goals, 2030 Vision and Financial Policies.

There was no action taken.

Item #S4 - General Fund Presentations Overview and Presentations:

- Police Department
- Municipal Court
- Fire Department
- Parks and Recreation Department
- Public Works Department (Streets, Animal Control and Capital Projects)
- Development Services Department
- General Services Department
- Information Technology Department
- Finance Department
- Human Resources Department
- City Manager Department

Ron Davis made the Police Department Presentation.

Paula Dale made the Municipal Court Presentation.
David Benson made the Fire Department Presentation.
Slade Strickland made the Parks and Recreation Department Presentation.
Nancy Cline made the Public Works Department (Streets, Animal Control and Capital Projects) Presentation.
Carmen Moran made the Development Services Department Presentation.
Passion Hayes made the Human Resources Department Presentation.

There was no action taken.

The meeting was adjourned for the day.

May 30, 2009
8:00 A.M.
Marriott Quorum
14901 Dallas Parkway

Present: Mayor Chow, Councilmembers Braun, Clemens, Daseke, Lay, Mellow and Noble

Absent: None

Item #4, continued:

Hamid Khaleghipour made the Information Technology Department Presentation.
Randy Moravec made the Finance Department Presentation.
Mark Acevedo made the General Services Department Presentation.
The City Manager Presentation was removed for consideration and will be addressed during a future Council Meeting.

Item #S5 - Proprietary Funds Overview and Presentation.

Randy Moravec made the Proprietary Funds Presentation.

There was no action taken.

Item #S6 - Utility Fund Overview and Presentation:

Public Works (Utility Division)

Nancy Cline made the Utility Fund - Public Works (Utility Division) Presentation.

There was no action taken.

Item #S7 - Airport Fund Overview and Presentation.

Randy Moravec made the Airport Fund Overview.
Joel Jenkinson made the Airport Fund Presentation.

There was no action taken.

Item #S8 - Hotel/Motel Fund Overview and Presentation:

Visitor Services
Conference Centre/Performing Arts
Special Events
Marketing

Randy Moravec presented an overview of the Hotel/Motel Fund.
Bob Phillips made the Visitors Services/Performing Arts Presentation.
Rob Bourestom made the Conference Centre Presentation.
Barbara Kovacevich made the Special Events Presentation.
The Marketing Presentation was removed for consideration and will be addressed during a future Council Meeting.

There was no action taken.

Item #S9 - Council Liaison Appointments.

Ron Whitehead led the discussion regarding Council Liaison Appointments.

There was no action taken.

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

Mayor-Joe Chow

Attest:

City Secretary-Lea Dunn

Council Agenda Item: #R3

There are no attachments for this Item.

Council Agenda Item: #R4

SUMMARY:

Staff will have representatives from America in Bloom present the “Package Your Community for Success” beautification program. A program brochure and a sample of the 2009 Evaluation Form are attached for the Council’s reference. The brochure outlines how Addison’s participation in this program can make a difference in the community.

BACKGROUND:

Staff registered the town in the “participant only” category for 2009, meaning that Addison will not compete against other communities in 2009, but will plan to in 2010. The participant only classification involves judges visiting the community and evaluating the Town on its efforts in management, planning, maintenance, improvement, and innovation for the following eight categories:

- **Tidiness Effort**
- **Environmental Effort**
- **Community Involvement**
- **Heritage**
- **Urban Forestry**
- **Landscaped Areas**
- **Floral Display**
- **Turf and Ground Cover Areas.**

Once the town receives the completed evaluation from the America in Bloom judges, staff will use this information to prepare to enter the contest in 2010 as a contestant competing against other cities in the 10,001-15,000 Category.



Package Your Community for Success

with America in Bloom®

Participation Guide

America in Bloom is an independent, non-profit 501(c)(3) organization dedicated to promoting nationwide beautification programs and personal and community involvement through the use of flowers, plants, trees, and other environmental and lifestyle enhancements. America in Bloom provides educational programs, resources, and the challenge of a friendly competition between participating communities across the country.



Will America in Bloom participation Make a Difference in your community?

Participants have experienced:

- increased civic pride and community involvement
- better cooperation among municipal government, organizations, business, and private citizens ... everyone works toward a common goal: a better place to live, work, play, and visit
- visible results
- valuable information and feedback from judges
- increased property values
- increased economic development and a positive impact on the retail industry
- increased tourism and a positive impact on hospitality industry
- decreased vandalism
- information and cultural exchanges with neighboring, national, and international communities



How does America in Bloom work?

Utica, New York

Your Community:

- registers to participate in America in Bloom
- pays a registration fee according to population size
- receives information and guidance from AIB
- welcomes qualified AIB judges when they visit your community to evaluate its efforts
- sends representatives to an Educational Symposium and Awards Ceremony
- receives recognition for your efforts
- is declared an America in Bloom Champion if it receives the highest score in your population category
- receives a detailed report evaluating efforts, including recommendations for future activities

How to involve your community in America in Bloom

Step 1: Participation starts with you

- visit www.americainbloom.org for detailed program information

Step 2: Form a local AIB Committee

- a typical organizing committee is comprised of resourceful local citizens dedicated to improving their community
- suggested committee members include: member of municipal council, members of associations, businesses, organizations interested in horticulture, heritage, and improving community life, volunteers, media

Step 3: Involve Your Municipality

- contact municipal departments (parks and recreation, economic development, tourism) about AIB participation
- communicate your municipality's responsibilities:
 - support of town council
 - encourage community involvement
 - prepare for the judging in April, May, June or July.
 - provide lodging for one to three nights (depending on community size) for two judges
 - provide transportation for the judges while in your community

Bemidji, Minnesota





Be recognized at the Symposium and Awards Program.

Step 4: Register your community

- registration form available online at www.americainbloom.org
- register to enter the contest or select the new participant-only category
- participant-only category:
 - receives evaluation but does not receive score or bloom rating
 - does not receive an award at symposium
- your committee receives the AIB Registration Package which includes everything you need to get started, including:
 - evaluation grid (what the judges look for)
 - how to organize an effective working committee
 - ideas and suggestions for a local contest involving the entire community
 - examples of successful efforts from other communities

NEW!

Step 5: Survey your community

- look at your community with "new eyes"
- determine what enhancement programs are already active (ie. Arbor Day, Keep America Beautiful, local clean-up initiatives, etc.)

- inventory your community's assets, interests, and abilities in each of the eight evaluation criteriane

Step 6: Work together to plan

- develop a list of projects
- keep plans simple and focused
- don't try to "do it all at once"; best results come from ongoing efforts
- develop a plan to:
 - encourage volunteers
 - inform the media
 - attract business partnerships
 - attract partnering organizations

Step 7: Fulfillment

- implement your plans throughout the year
- involve your entire community
- involve the media
- shared purpose is fun, meaningful, and gets things done

Step 8: Host the judges

- prepare materials for the judges that reflect all criteria on the evaluation grid
- make good use of the time they are in your community
- judges' tour and activities should take into account all of the categories on the evaluation grid

Step 9: The Educational Symposium and Awards Ceremony

- hosted by a different AIB city each year in the fall
- informative community improvement and beautification symposium
- tours of the host city
- all AIB participants and interested persons are invited to attend
- valuable opportunity to exchange information with colleagues from other municipalities
- all contestants receive recognition with a special mention for excellent achievement
- winners receive a trophy
- all communities are showcased and promoted
- media alerted by America in Bloom

Step 10: Celebrate the pride you planted in your community

- America in Bloom is more than winning an award
- recognize and celebrate the efforts of everyone in your community who helped make a difference
- celebrate the pride of the results
- review the Judge's Evaluation, a valuable benchmark of how you did, and where to improve in the future
- register to enter your community the following year

What participants have said...

"The City of Loveland was a AIB national winner. We appreciate this honor! As a former Loveland Council Member and Mayor ... I can honestly say that the 25-page AIB document that we had received from our judges was the most extensive, in depth, and well written evaluation of the City that I have ever seen. It was better than other city-hired/well-paid consultants' reports that I had received over the many years of my city government service."

- Donna Lajcak, Loveland, Ohio

"... America in Bloom has been a great program to get the whole community involved and enthused over the appearance and beauty of the city. Our Mayor, Dennis Clough is very supportive of the program which has become infectious with many positive results."

- Robert Perry, Director of Planning and Economic Development, City of Westlake, Ohio

"As a city planner it was good exercise for my skills, my community was rewarded by winning the Jefferson Award for volunteerism and our business corridor initiated a business association to further the work that had begun."

- Sherrie Cochran,
City Planner, Tupelo, Mississippi

"I looked at my community with new eyes when the judges were here."

- Carol Potter, Director of Cadillac Visitors Bureau,
Cadillac, Michigan

"Besides the fun facts that we all found out about our city, we asked our city to pull together and make a difference in many areas, especially in community involvement."

- Lori Inks, Rocky River, Ohio

"Yes, we found the experience was very rewarding for our community ... We learned this year ... that City Officials respond better to "some of the needs in the community" when judges are coming in to check on us! ... some of our plans that were developed because of AIB were brought to fruition this year ... I sincerely do not believe any of this would have been accomplished if we had not begun "building pride in our community" through AIB participation ... Actually, we (the volunteers) used the judge's visit as a tool to get the city to do extra cleaning and landscaping projects that should have been done regularly."

- Judy Hulsey, Lavonia, Georgia



Grand Central Partnership, New York City

Why Judges?

- to offer hands-on advice and encouragement
- to provide qualitative evaluations
- community inspection takes place during April, May, June, or July (depending on your climate)
- a team of two qualified AIB

- judges will visit each community in a population category
- judges review efforts in the entire community: municipal departments, commercial sector, service organizations and clubs, and residential areas

Who are the Judges?

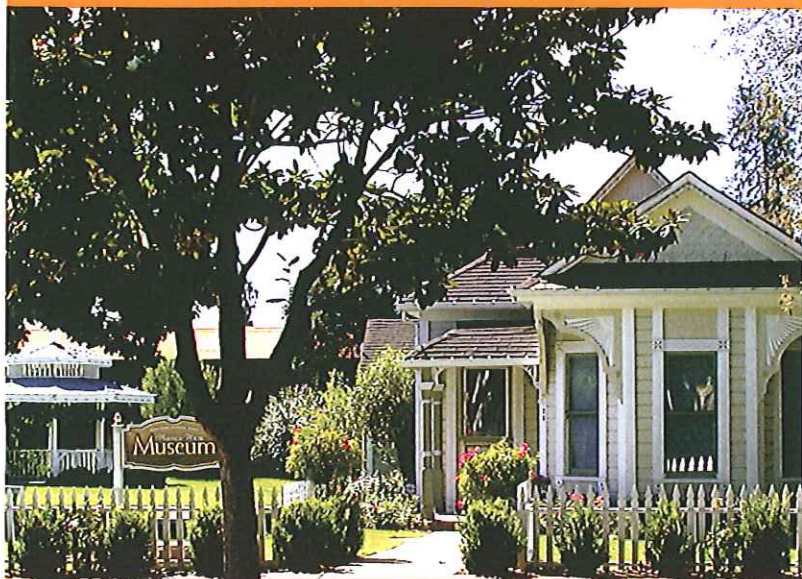
- qualified horticulture professionals including extension agents, master gardeners, arborists, parks superintendents
- volunteer their time, expertise, and experience
- dedicated to community involvement and improvement

What do the Judges Look for During Their Visit

Eight America in Bloom categories are evaluated:

1 Floral Displays

- arrangements, originality, distribution, location of flowers
- color, variety, harmony
- maintenance of flowerbeds, planters, containers, and window boxes



Arroyo Grande, California

2 Tidiness

- greenspaces, medians, boulevards, sidewalks, streets, ditches, road shoulders
- amount of garbage, debris, and weeds
- amount of visual clutter: signage, posted notices, graffiti

3 Landscaped Areas

- overall design and plant suitability for location and use
- harmony, color, texture, shape
- tasteful integration of art elements
- high standards of maintenance

4 Urban Forestry

- municipal policies, bylaws, and regulation plans - both short and long term
- distribution of trees, variety, suitability
- new plantings, main street programs, new survey developments
- preservation of heritage trees, woodlots, and re-planting procedures
- proper maintenance practices

5 Heritage

- museums, archives, history books, and historical society
- policies and bylaws on preservation and restoration of buildings, homes, churches, cemeteries, sites, parks, heritage gardens, trees, monuments, and artifacts

6 Community

- children, teens, adults, seniors
- horticulture and garden clubs
- service organizations
- local business community

7 Turf & Groundcovers

- conditions of turf on sports fields, parks, cemeteries, residential and business properties
- IPM (Integrated Pest Management), fertilization programs, irrigation, and watering methods
- naturalization, use of groundcovers and wildflowers

8 Environmental Effort

- best practices including policies and bylaws on waste reduction
- landfills, hazardous waste handling, sewage disposal, recycling and transfer stations
- water sources and conservation, naturalization



Aurora, Indiana



Red Wing, Minnesota

Help is available

- America in Bloom introductory video
- Talk to an AIB Judge
- Online: www.americainbloom.org
- America in Bloom Help Desk:
(614) 487-1117

Package
Your Community
with America in Bloom®



For more information, contact
the AIB office at
614-487-1117, fax 614-487-1216,
or email aib@ofa.org

Please visit AIB's web site at
www.americainbloom.org

America in Bloom 2009 Contest Registration Form



Planting pride in our communities!

America
in Bloom

Registration Deadline
February 28, 2009

- Municipality (please print) _____ ■ Total Population _____
- Participation Category Contestant Participant Only *see below for details*
- Mayor _____
- Name of Contact _____
- Position Title _____
- Address _____
- State _____ ■ ZIP Code _____
- Phone _____ ■ Fax _____
- E-mail _____
- City Web site _____
- How did you learn about AIB? _____



Participation Category

Participant

Only

Contestant

- | | | |
|---|---|---|
| ✓ | ✓ | ■ Team of judges will visit community |
| ✓ | ✓ | ■ Community will receive a written evaluation report |
| | ✓ | ■ Scores will be provided for each of the eight criteria |
| | ✓ | ■ Bloom rating will be provided |
| | ✓ | ■ Award will be presented during annual symposium |
| ✓ | ✓ | ■ Community will pay the standard registration fee to be in the contest |
| ✓ | ✓ | ■ Community will provide lodging for judges during visit |



A registration fee is based on the population categories below:

- | | | |
|---|--|---|
| <input type="checkbox"/> 5,000 and less = \$899 | <input type="checkbox"/> 20,001-25,000 = \$999 | <input type="checkbox"/> 300,001-500,000 = \$1,499 |
| <input type="checkbox"/> 5,001-10,000 = \$899 | <input type="checkbox"/> 25,001-50,000 = \$1,099 | <input type="checkbox"/> 500,001-1,000,000 = \$1,799 |
| <input type="checkbox"/> 10,001-15,000 = \$999 | <input type="checkbox"/> 50,001-100,000 = \$1,199 | <input type="checkbox"/> 1,000,001 or greater = \$2,499 |
| <input type="checkbox"/> 15,001-20,000 = \$999 | <input type="checkbox"/> 100,001-300,000 = \$1,299 | |

Notice: Upon receipt of this registration form, America in Bloom will send you an invoice for the registration fee along with information to help you organize your participation and fundraising opportunities.

Submitting this registration form means your community is fully prepared to participate in the contest.

Register Online
at www.americainbloom.org

America in Bloom
2130 Stella Court ☆ Columbus, OH 43215-1033
p: 614-487-1117 ☆ f: 614-487-1216
aib@ofa.org ☆ www.americainbloom.org



2009 EVALUATION FORM

Municipality:

Population Category:

Bloom Rating:

The municipality will be judged based on efforts in management, planning, maintenance, improvement, and innovation of the following:

Yellow fields are automatically calculated – please do not type in them. To update a field, put the cursor in the cell and press F9. To update calculations in the entire document, press CTRL-A, then press F9.)

Category	Points	Possible points
1. Tidiness effort	0	125
2. Environmental Effort	0	125
3. Community Involvement	0	125
4. Heritage	0	125
5. Urban Forestry	0	125
6. Landscaped Areas	0	125
7. Floral Display	0	125
8. Turf and Ground Cover Areas	0	125
Total	0	1000
%	0.000%	
Bloom rating		

Municipality's representatives met:

Judges' signatures

Visiting date

All judging criteria will be adjusted to the climate and environmental conditions of the municipality. Some criteria may not be applicable.

1. Tidiness Effort Green spaces, medians and boulevard strips, streets, sidewalks, curbs, ditches, road shoulders, signage (in good repair, sufficient, etc.), scrap yards, unattended and vacant lots, buildings, garbage receptacles and disposal, lack of weeds and noxious weeds, litter, dog fouling, notices/posters, graffiti, vandalism, general maintenance of the hardscape (such as lamp posts, benches, etc.).	Fair	Good	Very good	Excellent	Actual Score
<i>Municipal Sector</i>					
Tidiness, order and cleanliness	11	15	19	23	
Maintenance of public roads and shoulders	12	15	18	21	
Condition of buildings	5	7	9	11	
Volunteer efforts	2	4	6	8	
<i>Commercial Sector</i>					
Tidiness, order and cleanliness	9	12	15	18	
Condition of buildings	7	9	11	13	
<i>Private properties/Citizens</i>					
Tidiness, order and cleanliness	9	12	15	18	
Condition of buildings	7	9	11	13	
Total					0
POSSIBLE POINTS (Adjust field if point splitting is necessary)					125

Comments and suggestions:

Municipal

Commercial

Residential

TIDINESS EFFORT TOTAL:	0 /125
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3. Community Involvement Citizen's involvement in projects for the betterment and enjoyment of the entire community; AIB committee, horticulture/garden clubs, 4-H, school children, seniors, service groups, etc.; volunteers involved in long and short term projects & recreational programs (e.g., Family Day, Clean-Up Day, etc.).	Fair	Good	Very good	Excellent	Actual Score
<i>Municipal Sector</i>					
Support for volunteer activities	13	17	21	25	
Information and education programs	9	12	15	18	
Improvement and innovation	6	8	10	12	
<i>Commercial Sector</i>					
Involvement in community	5	10	15	20	
Sponsorship of programs/activities	3	7	11	15	
<i>Private Properties/Citizens</i>					
Involvement in community	5	10	15	20	
Service groups/society sponsorships	3	7	11	15	
<i>Total (the field automatically calculates – do not type in it)</i>					0
<i>POSSIBLE POINTS (Adjust field if point splitting is necessary)</i>					125

Comments and suggestions:

Municipal

Commercial

Residential

COMMUNITY INVOLVEMENT TOTAL: 0/125

5. Urban Forestry Written policies, by-laws & regulations, long & short term plans; distribution, variety & suitability of trees; new plantings; urban tree program; qualified personnel or access to trained individual(s); inventory or database; frequency of surveys; care & maintenance programs; preservation of heritage trees & woodlots; scheduled succession plantings.	Fair	Good	Very good	Excellent	Actual Score
<i>Municipal Sector</i>					
Plan of action, planting program	3	5	7	9	
Inventory, variety of species	2	4	6	8	
Specifications - maintenance and planting	3	6	9	12	
Naturalization, preservation of woodlots	2	4	6	8	
Policies, regulations/by-laws	3	6	9	12	
Qualified personnel and training	3	5	7	9	
<i>Commercial Sector</i>					
Concept, design, planting	3	5	7	9	
Maintenance	3	6	9	12	
Conservation	3	5	7	9	
<i>Private Properties/Citizens</i>					
Design and plantings	4	8	12	16	
Maintenance	3	6	9	12	
Community involvement in tree planting programs and conservation	3	5	7	9	
<i>Total (the field automatically calculates – do not type in it)</i>					0
<i>POSSIBLE POINTS (Adjust field if point splitting is necessary)</i>					125

Comments and suggestions:

Municipal

Commercial

Residential

URBAN FORESTRY TOTAL:	0/125
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7. Floral Displays Arrangement, originality, distribution, location, diversity, balance, harmony, high quality maintenance, flower beds, carpet bedding, containers, baskets, window boxes, good use and integration of annuals, perennials, bulbs, and ornamental grasses.	Fair	Good	Very good	Excellent	Actual Score
<i>Municipal Sector</i>					
Plan of action, distribution through community	5	9	13	17	
Concept and design and/or eco-design	4	8	12	16	
Types of plantings and variety of species	7	9	11	13	
Maintenance/quality	5	10	15	20	
Qualified personnel and training	3	5	7	9	
<i>Commercial Sector</i>					
Concept and design	2	4	6	8	
Plantings	2	4	6	8	
Maintenance	2	4	6	8	
<i>Private Properties/Citizens</i>					
Design and plantings	2	4	6	8	
Maintenance	3	5	7	9	
Involvement in development and maintenance of public areas	3	5	7	9	
<i>Total (the field automatically calculates – do not type in it)</i>					0
<i>POSSIBLE POINTS (Adjust field if point splitting is necessary)</i>					125

Comments and suggestions:

Municipal

Commercial

Residential

FLORAL DISPLAYS TOTAL:	0/125
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Questions on organization:

Yes No N/A

- Were the judges provided with the completed 'Municipal Information Form' prior to their arrival?
- Was there an initial orientation meeting with introductions?
- Was this with the mayor and/or members of council?
- or the AIB committee?
- Were the judges given a schedule and map of tour at first meeting?
- Did the itinerary provide for seeing about 80 percent of the community?
- Was the guide knowledgeable about the community and horticultural aspects?
- Were the judges able to ask questions and modify the schedule if they felt there was not enough time spent on a judging criteria?
- Did the judges meet with the media?
- Were the judges asked to give presentations?
- Were the judges able to meet with and talk to volunteers?
- Was enough time allotted to view the community?
- Was enough time allotted to complete the evaluation forms in a quiet place?
- Were the judges given an opportunity to contact the next municipality?

DEFINITIONS

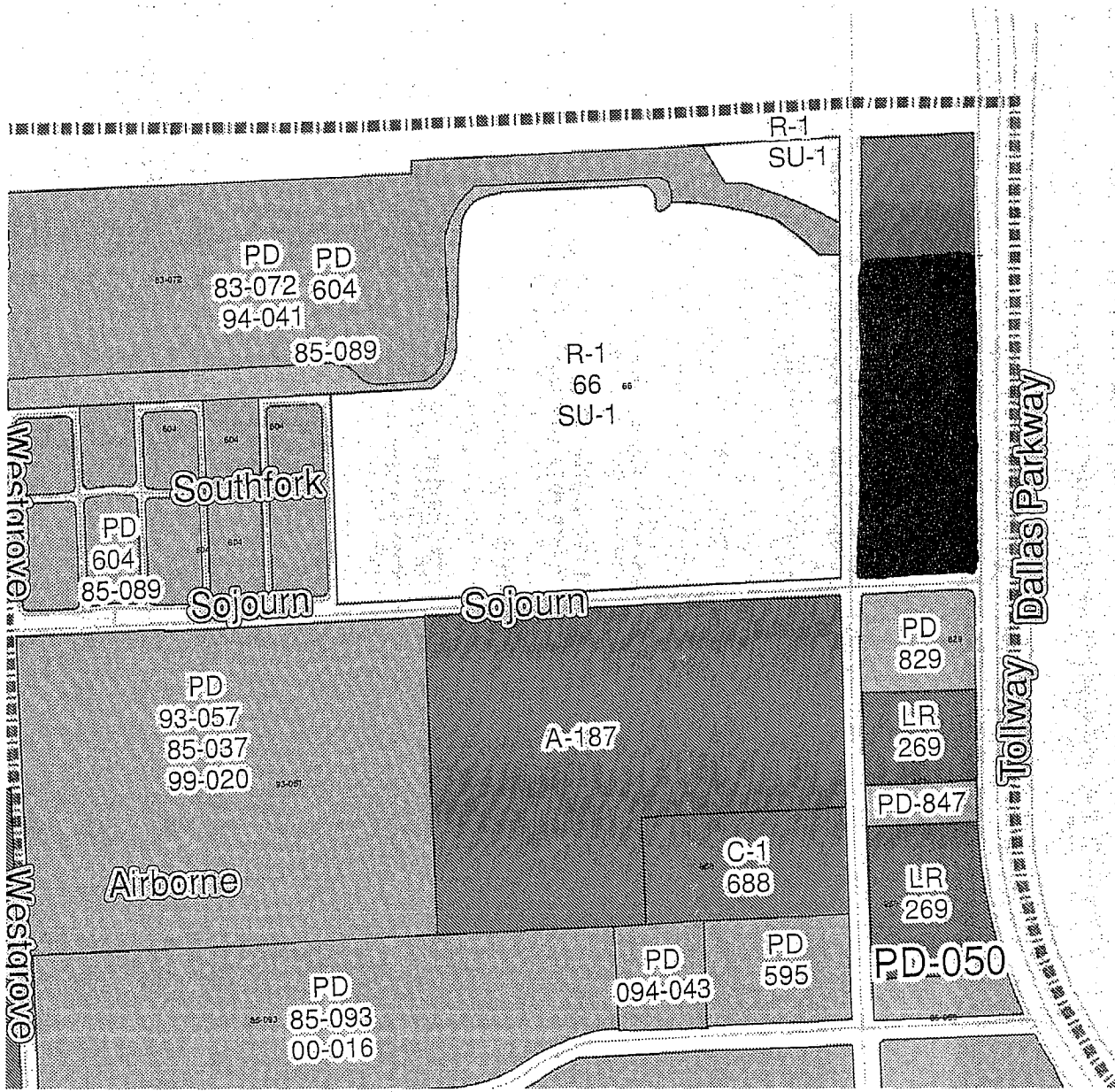
-- **Municipality/Public properties:** Parks and open spaces, roads, roadsides, sidewalks, cemeteries, schools and sports facilities, empty lots and brownfields. (*Municipal employees*). Includes -- **Institutional:** hospitals, churches, military bases, assisted living, universities & colleges

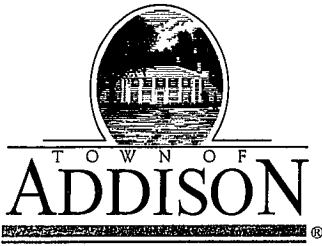
-- **Commercial Sector:** shopping centers, stores, office buildings, restaurants, service stations, railway and bus stations (*Owners/staff*). Includes - **Industrial:** refineries, chemical and manufacturing plants, mining, etc.

-- **Private properties/Citizens:** Residences, condominiums, town houses, planned communities, apartment buildings, gated communities, manufactured home communities

FINAL PLAT/MHSS Addition

FINAL PLAT/MHSS Addition. Requesting approval of a final plat for one lot of 7.4013 acres in a Planned Development District, located at the northwest corner of the intersection of Dallas Parkway and Sojourn Drive, on application from Kimley-Horn and Associates, Inc., represented by Mr. David Kochalka.





DEVELOPMENT SERVICES

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

16801 Westgrove

Post Office Box 9010 Addison, Texas 75001-9010

May 21, 2009

STAFF REPORT

RE: FINAL PLAT/MHSS Addition

LOCATION: One lot of 7.4013 acres in a Planned Development District, located at the northwest corner of the intersection of Dallas Parkway and Sojourn Drive

REQUEST: Approval of a final plat

APPLICANT: Kimley-Horn and Associates, Inc., represented by Mr. David Kochalka

DISCUSSION:

Background. A change of zoning and a Special Use Permit for on this site were approved by the City Council on April 14, 2009. At this point, Advanta Medical Development has submitted engineering drawings and a final plat to begin the civil engineering work to begin construction on the property.

Public Works Review. The Public Works Department has reviewed the proposed final plat, and recommends the following changes and corrections.

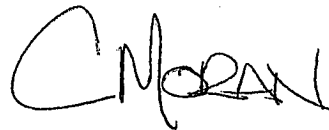
1. The Town of Addison intends to improve Addison Road to a divided section in the future. It is anticipated that the median openings would be located at the driveway labeled "Main ED Access" and the entrance to the Upper School at Trinity Christian Academy along Addison Road. The remaining driveways along Addison Road are not anticipated to receive a median break.
2. The Transportation Plan indicates that 10' of right-of-way is required on Sojourn for the roadway expansion and right turn lane unless it can be demonstrated that it is not needed.
3. Additional right-of-way is required for Addison Road at Sojourn Drive in accordance with the Transportation Plan.
4. Because the driveway to the north is located in the right turn lane for westbound Sojourn to northbound Addison Road, it should be eliminated unless it can be shown to be operated safely.

5. Because the first driveway north of Sojourn is located in the right turn lane, the right turn lane needs to be extended so that cars are not stopped on Dallas Parkway to turn into this driveway. An easement can be dedicated for the continuance of the right turn lane.
6. Name in Owner's Certificate (Advanta) does not match owner stated on Special Warranty Deed (Schlegel). Provided deed information showing Advanta as owner.
7. Note 1 – Bearing and distance provided (N01-33-44E) does not match deed call (N02-01-34E).
8. Change F.A.U.E to Access & Utility Easement (A.U.E); fire lane easements are not delineated on the plat.
9. Provide the instrument number for the abandonment of the mutual access easement, greenbelt area and deed restriction.
10. The existing water easement will need to be abandoned by ordinance.
11. If the storm sewer is to be a public system, this description will need to include a drainage easement (A.U.D.E.) where appropriate.
12. Add a detention area easement that encompasses the detention area and include the attached detention statement.
13. Provide a closure sheet.

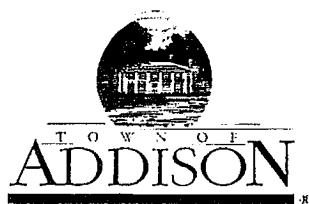
RECOMMENDATION:

Staff recommends approval of the final plat for MHSS Addition subject to the conditions listed above.

Respectfully submitted,

A handwritten signature in black ink that reads "C Moran". The signature is written in a cursive, somewhat stylized font.

Carmen Moran
Director of Development Services



Memorandum

To: Carmen Moran
CC: Nancy Cline
From: Clay Barnett
Date: 5/20/2009
Re: MHSS Addition

1. The Town of Addison intends to improve Addison Road to a divided section in the future. It is anticipated that the median openings would be located at the driveway labeled "Main ED Access" and the entrance to the Upper School at Trinity Christian Academy along Addison Road. The remaining driveways along Addison Road are not anticipated to receive a median break.
2. The Transportation Plan indicates that 10' of right-of-way is required on Sojourn for the roadway expansion and right turn lane unless it can be demonstrated that it is not needed.
3. Additional right-of-way is required for Addison Road at Sojourn Drive in accordance with the Transportation Plan.
4. Because the driveway to the north is located in the right turn lane for westbound Sojourn to northbound Addison Road, it should be eliminated unless it can be shown to be operated safely.
5. Because the first driveway north of Sojourn is located in the right turn lane, the right turn lane needs to be extended so that cars are not stopped on Dallas Parkway to turn into this driveway. An easement can be dedicated for the continuance of the right turn lane.
6. Name in Owner's Certificate (Advanta) does not match owner stated on Special Warranty Deed (Schlegel). Provided deed information showing Advanta as owner.
7. Note 1 – Bearing and distance provided (N01-33-44E) does not match deed call (N02-01-34E).
8. Change F.A.U.E to Access & Utility Easement (A.U.E); fire lane easements are not delineated on the plat.
9. Provide the instrument number for the abandonment of the mutual access easement, greenbelt area and deed restriction.
10. The existing water easement will need to be abandoned by ordinance.
11. If the storm sewer is to be a public system, this description will need to include a drainage easement (A.U.D.E.) where appropriate.
12. Add a detention area easement that encompasses the detention area and include the attached detention statement.
13. Provide a closure sheet.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on May 28, 2009, voted to recommend approval of your request for approval of a final plat subject to the following conditions:

1. The Town of Addison intends to improve Addison Road to a divided section in the future. It is anticipated that the median openings would be located at the driveway labeled "Main ED Access" and the entrance to the Upper School at Trinity Christian Academy along Addison Road. The remaining driveways along Addison Road are not anticipated to receive a median break.
2. The Transportation Plan indicates that 10' of right-of-way is required on Sojourn for the roadway expansion and right turn lane unless it can be demonstrated that it is not needed.
3. Additional right-of-way is required for Addison Road at Sojourn Drive in accordance with the Transportation Plan.
4. Because the driveway to the north is located in the right turn lane for westbound Sojourn to northbound Addison Road, it should be eliminated unless it can be shown to be operated safely.
5. Because the first driveway north of Sojourn is located in the right turn lane, the right turn lane needs to be extended so that cars are not stopped on Dallas Parkway to turn into this driveway. An easement can be dedicated for the continuance of the right turn lane.
6. Name in Owner's Certificate (Advanta) does not match owner stated on Special Warranty Deed (Schlegel), however, staff believes property is now owned by Advanta. Provide deed information showing Advanta as owner.
7. Note 1 – Bearing and distance provided (N01-33-44E) does not match deed call (N02-01-34E).
8. Change F.A.U.E to Access & Utility Easement (A.U.E); fire lane easements are not delineated on the plat.
9. Provide the instrument number for the abandonment of the mutual access easement, greenbelt area and deed restriction.
10. The existing water easement will need to be abandoned by ordinance.
11. If the storm sewer is to be a public system, this description will need to include a drainage easement (A.U.D.E.) where appropriate.
12. Add a detention area easement that encompasses the detention area and include the attached detention statement.
13. Provide a closure sheet.

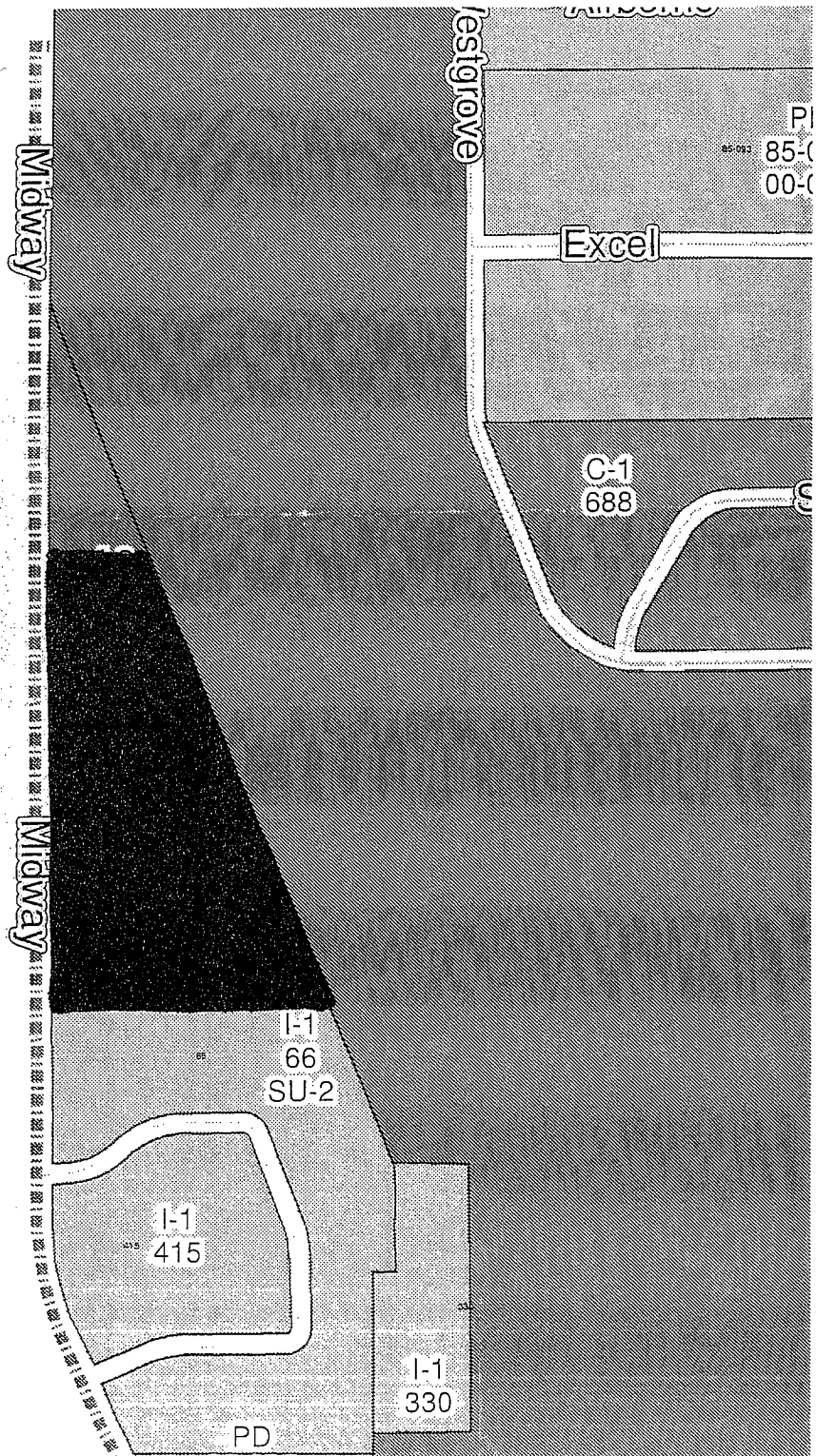
FINAL PLAT/MHSS Addition
June 1, 2009

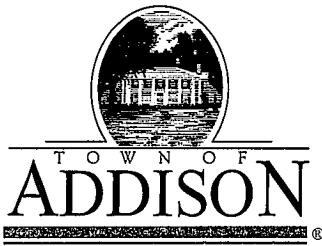
Page 4

Voting Aye: DeFrancisco, Doherty, Gaines, Hewitt, Resnik, Wheeler
Voting Nay: none
Absent: Wood

REPLAT/Lot 2 and 3, Block A, Beltwood North – Airport Addition

REPLAT/Lot 2 and 3, Block A, Beltwood North – Airport Addition, Requesting approval of a replat for two lots on 15.032 acres, located on the east side of Midway Road, between Commander Drive and Kellway Drive (in Carrollton), on application from S&B Realty, LLC, represented by Mr. Bob Wright of Pate Engineers.





DEVELOPMENT SERVICES

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

16801 Westgrove

Post Office Box 9010 Addison, Texas 75001-9010

May 21, 2009

STAFF REPORT

RE: REPLAT/Lot 2 and 3, Block A,
Beltwood North – Airport Addition

LOCATION: Two lots on 15.032 acres, located
on the east side of Midway Road,
between Commander Drive and
Kellway Drive (in Carrollton)

REQUEST: Approval of a replat

APPLICANT: S&B Realty, LLC, represented by
Mr. Bob Wright of Pate Engineers

DISCUSSION:

Background. This property is zoned Industrial-3. Lot #2 of this two-lot site is currently under construction for a concrete-tilt wall office building. It is owned by S&B Realty, LLC, which is also the owner of the Maxi-Lift manufacturing facility, which is located on Lot #3. At this point, S&B Realty, LLC is constructing the north building to provide additional office space for Maxi-Lift, and provide additional space for a tenant that is currently located in the Maxi-Lift building.

Public Works Review. The Public Works Department required that these two lots be replatted in order to provide additional easements for cross-access and utilities. The Public Works Department has reviewed the proposed replat, and recommends approval subject to no conditions.

RECOMMENDATION:

Staff recommends approval of the replat for Lot 2 & 3, Block A, Beltwood North – Airport Addition, subject to no conditions.

Respectfully submitted,

Carmen Moran
Director of Development Services

REPLAT/Lot 2 and 3, Block A, Beltwood North
Airport Addition
June 1, 2009

Page 2

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on May 28, 2009, voted to recommend approval of your request for approval of a replat subject to no conditions.

Voting Aye: DeFrancisco, Doherty, Gaines, Hewitt, Resnik, Wheeler

Voting Nay: none

Absent: Wood

Council Agenda Item: #R7

SUMMARY:

Council authorization is requested for the city manager to enter into agreement with Gershman, Brickner & Bratton, Inc. (GBB) for professional services related to determining the feasibility of the Town implementing a sole-source sanitation and recycling program for Town businesses and residents.

FINANCIAL IMPACT:

The cost of the project will be \$78,000 and will be paid from the Combined Services department. This project was not specifically budgeted and will require a budget amendment later this year.

BACKGROUND:

The Town of Addison retained GBB last year to evaluate the Town's recycling programs. GBB's analysis revealed that while the Town's single-family residents were provided effective recycling programs, there was little to offer Addison businesses and apartments. When presented the study's findings, the city council authorized staff to proceed with evaluating the feasibility of transitioning Addison's "laissez-faire" approach to solid waste collection that allows businesses to select their own vendor, to a sole-source approach that would mandate that all businesses use the same vendor, thereby providing economies of scale, uniform service and pricing, and the ability to add a comprehensive recycling program. Town staff approached GBB to submit a proposal for conducting this evaluation, which is attached to this memo.

The scope of services include surveying businesses and apartment complexes and conducting focus group sessions of selected members of the business community. The goals of these activities are to solicit information regarding business perceptions of sanitation waste and recycling services, gauging business response to the idea of going to a single provider, and to also impart information to businesses which may have misconceptions related to conducting cost-effective recycling efforts.

RECOMMENDATION:

Addison's existing recycling program is very limited and does not respond to the increasing citizen demand for "green", sustainable business practices. In the 2009 budget survey that was recently conducted, the council expressed dissatisfaction with the current level of recycling efforts. The GBB proposal will facilitate the Town developing an effective and comprehensive recycling program and it is recommended Council authorize the city manager to enter into agreement with GBB for consulting services, contingent on the city attorney approving the terms of the agreement.

**AGREEMENT BETWEEN
TOWN OF ADDISON, TEXAS
AND
GERSHMAN, BRICKNER & BRATTON, INC.
FOR
PROFESSIONAL SERVICES**

THE AGREEMENT

This AGREEMENT is made this _____ day of _____ in the year Two Thousand and Nine by and between _____ Town of Addison, Texas _____, hereinafter called the CLIENT, and Gershman, Brickner & Bratton, Inc., Fairfax, Virginia, a Maryland corporation, hereinafter called the CONSULTANT.

WHEREAS the CLIENT intends to engage the CONSULTANT to provide certain professional consulting services related to the _____ Opinion Research of Franchised Collection with Recycling for Commercial/Institutional/Multi-Family _____, hereinafter called the PROJECT, as more specifically described in Attachment A, Scope of Services, and CONSULTANT desires to provide such professional consulting services to CLIENT in connection with the PROJECT.

NOW, THEREFORE, the CLIENT and CONSULTANT for and in consideration of the mutual covenants and obligations set forth herein and other good and valuable considerations, the sufficiency of which is hereby acknowledged, do hereby agree as follows:

**ARTICLE 1
SCOPE OF SERVICES**

The CONSULTANT shall provide professional services for the PROJECT effort as outlined in Attachment A, Scope of Services, or as modified as requested by the CLIENT, in accordance with the terms and conditions of this AGREEMENT.

CONSULTANT warrants and represents that the services and work provided to CLIENT pursuant to this AGREEMENT shall be provided by CONSULTANT in a professional manner, consistent with the standard of care set forth in this AGREEMENT (Article 10).

All services and work provided by CONSULTANT pursuant to this AGREEMENT shall be performed and provided (i) in a manner satisfactory and acceptable to CLIENT, (ii) in accordance with the standard of care set forth herein, (iii) in a manner consistent with all applicable laws, standards, rules and regulations governing or applying to such services and work, and (iv) in cooperation and coordination with members of the CLIENT's staff.

CONSULTANT represents and warrants that it is authorized to do business and to provide the services and work described and set forth in this AGREEMENT in the State of Texas and that any necessary licenses, permits or other authorization to provide the same have been heretofore acquired as required by law, rule or regulation. CONSULTANT agrees and acknowledges that CLIENT is entering into this AGREEMENT in reliance on CONSULTANT's professional abilities with respect to performing the services and work described and set forth herein.

ARTICLE 2 PROJECT SCHEDULE

The CONSULTANT is authorized to begin work as of the date that authorization to proceed issued by the CLIENT is received by the CONSULTANT. All work outlined according to the Scope of Services, Attachment A, shall be completed according to a schedule mutually agreed upon between the CLIENT and CONSULTANT and may be adjusted, in accordance with the terms and conditions of this AGREEMENT, as mutually agreed upon between the CLIENT and the CONSULTANT.

ARTICLE 3 CHANGES IN SCOPE AND PROJECT SCHEDULE

The CLIENT and CONSULTANT may make additions or adjustments to the Scope of Services or compensation by mutual written agreement only. The CLIENT may omit work previously ordered by written instructions to the CONSULTANT provided that the CONSULTANT shall be compensated for any work completed prior to instructions to omit such work. The provisions of this AGREEMENT, with appropriate changes in the CONSULTANT'S compensation, shall apply to all additions and omissions. The CLIENT may also amend this AGREEMENT, subject to mutually agreeable terms and conditions, for the CONSULTANT to carry out additional services in the future.

ARTICLE 4
RESPONSIBILITIES OF THE CLIENT

The CLIENT will:

- 4.1 Upon request by the CONSULTANT, furnish the CONSULTANT with copies of data, reports, surveys, and all other materials and information available to the CLIENT which directly relate to the services of CONSULTANT to be provided pursuant to this AGREEMENT, which are otherwise available to the public pursuant to the Texas Public Information Act (Chapter 552, Tex. Gov. Code) (i.e., not subject to any exception to public disclosure), and which are now or during the duration of the PROJECT in the CLIENT'S possession.
- 4.2 Designate in writing a contact person [project manager] who shall serve as the principal contact for CLIENT as to communications and transmittal of reports by CONSULTANT, and who shall be responsible for dissemination of such reports and communications among appropriate decision-makers of CLIENT.

ARTICLE 5
COMPENSATION

For the Scope of Services described in Attachment A, the CONSULTANT shall be compensated at the fixed price of \$78,000. Billing by the CONSULTANT shall be monthly on a percentage of completion basis. If additional services are authorized in writing by the CLIENT, CONSULTANT shall be compensated on a time and expenses basis in accordance with Attachment B, or a fixed price or other compensation basis may be negotiated.

ARTICLE 6
PAYMENT

All payments to CONSULTANT are due and payable within thirty (30) days following the date of CLIENT'S receipt of CONSULTANT'S invoice and accompanying documentation and information, subject to CLIENT'S right to withhold payment pursuant to the terms of this AGREEMENT. Each such invoice shall be submitted by CONSULTANT to CLIENT on or before the tenth (10th) day of each month, and shall include (i) a description of and time reports for the services performed for the immediately preceding month, (ii) the sum of all prior payments under this AGREEMENT (iii) true and correct copies of any and all receipts, invoices, and other documents and materials in support of the invoice, and (iv) any such additional documents or

materials as CLIENT may request in connection with the invoice and/or the compensation paid to CONSULTANT. CONSULTANT shall not be entitled to any compensation for any services or work not actually performed or for any lost profits as a result of any abandonment or suspension of any work by CLIENT.

Payment for additional services rendered by the CONSULTANT, if any and as may be approved in writing by CLIENT, shall be as negotiated. Any invoices unpaid after thirty (30) days shall accrue interest in accordance with Section 2251.025, Tex. Gov. Code. However, if the CLIENT does not make payments to the CONSULTANT in accordance with Article 6, the CONSULTANT may suspend its services without liability on the basis of nonperformance on the part of the CLIENT after giving the CLIENT seven (7) days written notice. When such progress payments are restored, the CONSULTANT will continue its services with appropriate adjustments, if necessary, to the PROJECT Schedule.

Any provision hereof to the contrary notwithstanding, CLIENT shall not be obligated or required to make payment to CONSULTANT hereunder if:

- 6.1. CONSULTANT is in default of any of its obligations under this AGREEMENT (and payment may be withheld to the extent of any such default);
- 6.2. Any part of such payment is attributable to any services of CONSULTANT which are not performed in accordance with this AGREEMENT; or
- 6.3. If CLIENT, in its good faith judgment and after consultation with CONSULTANT, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the CONSULTANT'S services and work under this AGREEMENT, no additional payments will be due CONSULTANT hereunder unless and until CONSULTANT performs a sufficient portion of its services and work so that such portion of the compensation remaining unpaid is determined by CLIENT to be sufficient to complete the CONSULTANT's services and work.

ARTICLE 7 INSURANCE

The CONSULTANT shall, at its own expense, during the performance of the AGREEMENT and as otherwise provided herein, keep in force the following insurance:

- 7.1 Worker's Compensation Insurance at statutory limits under the laws of Texas, including Employer's Liability Insurance for its employees at minimum limits of \$1,000,000 each occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate;

- 7.2 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;
- 7.3 Commercial General Liability Insurance, covering bodily injuries and property damage with a combined single limit of \$1,000,000 per-occurrence and \$2,000,000 general aggregate, which coverage shall include, without limitation, contractual liability and products/completed operations (\$1,000,000 products/completed operations aggregate). Coverage for products/completed operations must be maintained for at least two (2) years after the work has been completed;
- 7.4 Commercial Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, covering bodily injury and property damage at minimum combined single limits of \$1,000,000 per-occurrence; and
- 7.5 Umbrella/Excess Liability Insurance at minimum limits of \$1,000,000 each occurrence/\$1,000,000 aggregate with respect to primary commercial general liability, automobile liability, and employers liability policies.

All such policies of insurance shall (a) be issued by insurance companies reasonably acceptable to CLIENT and such companies shall be licensed and admitted to do business by the Texas Department of Insurance, (b) all liability policies shall contain no cross liability exclusions or insured versus insured restrictions, (c) except for professional liability insurance and workers compensation insurance, shall name the Town of Addison, Texas as an additional insured, (d) in all liability policies, provide that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of activities conducted hereunder, (e) be endorsed to require the insurer to immediately notify the Town of Addison of any material change in the insurance coverage, (f) contain a waiver of subrogation endorsement in favor of the Town of Addison, Texas, and (g) provide for at least thirty (30) days written notice to the Town of Addison, Texas prior to cancellation, non-renewal or material modification of such insurance. CONSULTANT may maintain reasonable and customary deductibles, subject to approval by the Town of Addison.

Certificates of insurance along with all endorsements (including, without limitation, the endorsement naming the Town of Addison, Texas as an additional insured), satisfactory to

CLIENT, evidencing all coverage above, shall be promptly delivered to Town prior to CONSULTANT beginning any work hereunder, and the same shall be updated as may be appropriate, with complete copies of such policies furnished to the CLIENT upon request. CLIENT reserves the right to review the insurance requirements contained herein and to reasonably adjust coverages and limits when deemed necessary and prudent by the CLIENT.

ARTICLE 8 INDEPENDENT CONTRACTOR

The CONSULTANT'S services shall be furnished by the CONSULTANT as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this AGREEMENT by the CONSULTANT as an independent contractor.

The CONSULTANT acknowledges that the entire compensation for this AGREEMENT is specified in Article 5, Compensation, and the CONSULTANT is not entitled to any CLIENT benefits, including but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to CLIENT'S employees.

With regard to the services performed pursuant to this AGREEMENT, the CONSULTANT hereby acknowledges that the CONSULTANT is not an employee of the CLIENT.

ARTICLE 9 USE OF SUBCONTRACTORS

The CONSULTANT reserves the right to make use of subcontractors as deemed appropriate by the CONSULTANT. The subcontractor(s) would provide the services necessary to complete specific tasks as requested via oral or written communication between the CONSULTANT and the subcontractor. In the event CONSULTANT retains any subcontractors to perform any portion of the services and work described herein, CONSULTANT shall give prompt written notice to CLIENT of the names and contact information of such subcontractors.

Subcontractor(s) would be compensated in accordance with the subcontractor's

standard rates for similar work. All subcontractor costs will be the responsibility of the CONSULTANT within the budget set forth in Article 5.

ARTICLE 10 GENERAL CONSIDERATIONS

10.1 The CONSULTANT shall be responsible for the performance of services in accordance with commercially accepted best practices and standards that are in use in CONSULTANT's line of business in the Dallas, Texas metropolitan area where the services are performed. Except as otherwise set forth in this AGREEMENT, services of CONSULTANT are not subject to, and CONSULTANT does not provide, any warranty or guarantee, express or implied, including warranties or guaranties contained in any uniform commercial code

10.2 The CLIENT and CONSULTANT each acknowledge that the PROJECT involves only a portion of the CLIENT'S entire solid waste management program or other services and the CONSULTANT is involved with the CLIENT only during the performance of its Scope of Services. Accordingly, CONSULTANT bases its decisions solely on the conditions about which CONSULTANT is aware during its performance of services to the CLIENT and not thereafter.

10.3 The CONSULTANT shall not disclose, or permit disclosure of any information designated by the CLIENT as confidential, except to its employees and those who need such information in order to properly execute the services of this AGREEMENT. This obligation shall survive the expiration and/or termination of this AGREEMENT. In the event of CONSULTANT's breach or threatened breach of this provision, CLIENT shall be entitled to an injunction or restraining order obtained from any court having appropriate jurisdiction restraining CONSULTANT from any unauthorized use or disclosure of such information, but such injunction or restraining order shall not limit CLIENT's right to seek any other remedy available to CLIENT, whether at law, in equity, or otherwise, in connection with such breach or threatened breach.

10.4 Where applicable, statements concerning probable cost estimates prepared by the CONSULTANT as may be required by the Scope of Services represent its judgment as a professional familiar with the solid waste management industry. It is recognized, however, that neither the CONSULTANT nor the CLIENT has any control over the cost of labor, materials or equipment, over the contractors' methods of determining prices, or over competitive bidding or market conditions. Accordingly, the CONSULTANT cannot and does not guarantee that prices

will not vary from any statement of probable construction cost or other cost estimates, including life cycle cost projections, prepared by it for the PROJECT.

10.5 All materials and documents prepared or assembled by CONSULTANT under this AGREEMENT shall become the sole property of CLIENT and shall be delivered to CLIENT. CONSULTANT and CONSULTANT'S subcontractors may retain in its files copies of all drawings, specifications, reports, analyses, and all other pertinent information for the work. CONSULTANT and CONSULTANT'S subcontractors shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the AGREEMENT. All materials and documents are not intended to be suitable for reuse by the CLIENT or others on extensions of the project or on any other project, and third parties shall not rely on any documents prepared or furnished by the CONSULTANT or CONSULTANT'S subcontractors without CONSULTANT'S written permission. Any reuse without written permission, verification, and/or adaptation by CONSULTANT for the specific purpose intended will be at the CLIENT'S sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT'S independent professional associates or subcontractors.

10.6 This AGREEMENT does not create any right or benefits for parties other than the CONSULTANT and the CLIENT.

10.7 CONSULTANT shall keep complete and accurate records for the services and work performed pursuant to this AGREEMENT and any records required by law or government regulation and shall make such records available to CLIENT upon request.

ARTICLE 11

TERMINATION OF AGREEMENT

This AGREEMENT may be terminated by CLIENT by thirty (30) days written notice to CONSULTANT without cause. In the event either party defaults in its obligations under this AGREEMENT (including CLIENT's obligation to make the payments required hereunder), the non-defaulting party may, after seven (7) days written notice stating its intention to suspend or terminate performance under the AGREEMENT if cure of such default is not completed within fifteen (15) days, suspend or terminate performance under this AGREEMENT (but if the default cannot with diligence be cured within said fifteen (15)- day period, if within such fifteen (15)- day period the defaulting party shall give the non-defaulting party written notice of the curative

measures which it proposes to undertake, and proceeds promptly to initiate such measures to cure such default, and thereafter prosecutes the curing of such default with diligence and continuity, the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of such default with diligence and continuity, not to exceed thirty (30) days following the defaulting party's receipt of the said notice). If this AGREEMENT is terminated, the CONSULTANT shall be paid for its services which have been performed in accordance with the terms and conditions of this AGREEMENT and which have been authorized by CLIENT until the effective date of termination.

ARTICLE 12 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with applicable law, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, age, marital status, sexual orientation, personal appearance, family responsibilities, matriculation, political affiliation or ideology, ancestry, national origin, veteran status, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE 13 NOTICES

Any notices under this AGREEMENT shall be in writing and shall be either (i) hand-delivered, (ii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight, or (iii) sent by United States certified mail, return receipt requested, and properly addressed as follows:

If to CLIENT:

Town of Addison, Texas
5300 Belt Line Road
Dallas, Texas 75254
Attn: City Manager

If to CONSULTANT:

Gershman, Brickner & Bratton, Inc.
8550 Arlington Blvd, Suite 304
Fairfax, VA 22031
Attn: President

Notice shall be deemed given: when received by the party to whom the notice is sent.

ARTICLE 14 ASSIGNMENT

Inasmuch as this AGREEMENT is intended to secure the specialized services of CONSULTANT, CONSULTANT shall have no authority to and may not assign, convey, delegate, subcontract, or otherwise transfer any right, interest or duty of CONSULTANT hereunder or in connection with this AGREEMENT without the prior written consent of the CLIENT, which consent shall not be unreasonably withheld, and any such assignment, conveyance, delegation, subcontract, or other transfer without the CLIENT's prior written consent shall be considered null and void.

ARTICLE 15 EXTENT OF AGREEMENT

This AGREEMENT represents the entire integrated AGREEMENT between the CLIENT and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral, for this PROJECT.

ARTICLE 16 GOVERNING LAW; VENUE

The laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this AGREEMENT; and, with respect to any conflict of law provisions, such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this AGREEMENT.

In the event of any action under this AGREEMENT, venue shall lie exclusively in Dallas

County, Texas, and the parties hereby consent to the jurisdiction of the courts of Dallas County, Texas.

ARTICLE 17
SEVERABILITY; NO WAIVER

The terms and provisions of this AGREEMENT are severable, and in the event any provisions of this AGREEMENT shall be held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, such provision shall be fully severable, and the remaining provisions shall be valid and binding upon the parties hereto. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.

ARTICLE 18
MISCELLANEOUS

18.1 The rights and remedies provided by this AGREEMENT are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other rights and remedies, and said rights and remedies are given in addition to any other rights and remedies the parties or either or them may have in law, in equity, or otherwise. A single or partial exercise of any right, power or privilege shall not preclude any other further exercise of the right, power or privilege.

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

18.3 For purposes of this AGREEMENT, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded. Defined terms used in this AGREEMENT may be used interchangeably in singular or plural form, and pronouns shall be construed to cover all genders. Paragraph and other headings are for convenience only and shall not be used in interpretation of this AGREEMENT.

IN WITNESS WHEREOF the parties hereto have made and executed this AGREEMENT as of the day and year first written above.

TOWN OF ADDISON

GERSHMAN, BRICKNER & BRATTON, INC.

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

ATTACHMENT A
SCOPE OF SERVICES

**Opinion Research of Franchised Collection with Recycling for
Commercial/Institutional/Multi-Family**

At the request of the Town of Addison, GBB has recently completed a feasibility study for creating a combined recycling program to serve the commercial business, multi-family complex, and Town-run special events sectors in Addison. Based on the conclusions and recommendations presented from this work, the Town of Addison has decided on the next phase toward increased recycling opportunities for local commercial and multi-family entities.

The Town of Addison now wishes to determine the current scope of solid waste and recycling services provided to Addison businesses, institutions and multi-family properties as well as the receptiveness of these organizations to having a single contractor provide trash and mandatory recycling collection services. GBB will use an online survey, door-to-door interviews and research, attendance at an Addison Business Association meeting, and focus groups to inform these entities of this initiative and assist the Town of Addison in gaining information on:

- what businesses, institutions and multi-family properties are currently paying for trash (and recycling) collection and what services they require
- when their current waste collection contracts expire, and
- whether these organizations would be receptive to a single disposal contractor (perceived advantages, disadvantages, etc.).

GBB staff will generate a brief report summarizing the findings and recommendations derived from the research, and provide a presentation to Addison decision-makers.

Task 1 - Conduct Survey/Research

To determine the answers to our research questions from a broad cross-section of businesses, institutions and multi-family properties in Addison and generate interest in participating in the focus group discussions, GBB staff will draft a short online survey for Town staff approval. GBB will post the online survey on a survey service website such as Survey Monkey. This online survey will be promoted to organizations through a letter or postcard from the Town Mayor's office requesting participation from commercial businesses, institutions, and multi-family property managers. GBB will be responsible for drafting the

letter/postcard; the Town will finalize and distribute the letter/postcard through appropriate means (electronic and/or hardcopy format) such as utility billing lists, local business association member lists, business license databases, etc. In addition to collecting waste collection service data and attitudes towards a single waste service contractor, GBB will ask whether the survey respondents will be interested in participating in upcoming focus group discussions on solid waste collection topics. The online survey will be available for approximately 45 calendar days after distribution of the letter/postcard.

Because it is always difficult to estimate the level of response to an online survey, GBB staff will augment information obtained through the online survey by scheduling five (5) consecutive weekdays of field work in Addison to gather similar information directly from businesses, institutions and multi-family complex managers face-to-face. Two GBB staff will canvass as many appropriate establishments as possible throughout Addison in a door-to-door fashion, to obtain information on waste services and attitudes about having a single waste collector and recycling provided. These interviews will enable us to obtain information from those who may or may not have completed the online survey, as well as provide an outlet for short direct discussion on solid waste issues. In addition, we will discuss the upcoming focus group discussions and ask these respondents if they are willing to participate. Prior to arrival, GBB will work with Addison staff and selected local business representatives (recommended by Addison staff and/or Addison Business Association representatives) to identify a strategy for this fieldwork effort. This will involve scheduling tentative blocks of time and days to visit organizations representing each of the three main sectors involved: office/institution, restaurant/hotel/retail, and multi-family residential businesses, in various areas of the Town. The schedule will allow adequate time to revisit businesses and organizations that are unable to meet during our initial visit.

If the appropriate manager is unavailable or unwilling to speak with GBB staff during our visit, a reminder of the availability of the online survey will be left for them as an outlet for their opinion and information on the waste/recycling services initiative being undertaken by the Town. With the Town's assistance, scheduling this week of field work concurrent with an Addison Business Association meeting will also allow GBB staff to be present at the monthly meeting and help foster discussion on the solid waste and recycling service changes the Town is considering. Information gained in this task will influence the structure of focus group discussions in Task 2.

Task 2 – Conduct Three Focus Groups

After the online survey is closed, GBB will hold a total of three (3) focus groups with solid waste decision-makers (business/property/maintenance managers) from the three sectors of interest: 1. multi-family complexes, including apartments, townhomes, and condominium properties not currently receiving Town-provided waste collection; 2. building managers of single- or multi-tenant office and retail facilities and institutions including hospitals and schools; and 3. managers of retail, hospitality, and food service businesses. We will use Fieldwork, a focus group facility in Addison, to help recruit group participants based on a screener's guide that GBB will develop and the facility's lists of business representatives in these targeted sectors as well as those organizations that express an interest in participation during Task 1.

The two-hour focus groups will take place in Fieldwork's Addison facility, with an estimated 12 participants each. In order to gain accurate information on waste services and rates paid by focus group participants, we will assign "homework" to the business representatives selected to attend the focus groups in the form of copies of the most recent three-month's worth of their waste collection services bills, as well as bills for any recycling collection services, and associated contract(s). This "homework" will need to be presented to gain entrance to the focus group discussion. We will work with the focus group facility to place reminder calls in advance of the groups to assure that participants bring copies of their waste/recycling bills and contract(s) with them on the day of the discussion. We also will work with the focus group facility to arrange for a catered meal (lunch or dinner, depending on group time-slot) at the facility prior to group discussion time; however, no cash honorarium will be distributed to participants. (Depending on facility availability and input from the online or face-to-face respondents on preferred times for such a meeting, GBB staff anticipates scheduling two groups during a lunch and dinner time on one day and one group on a consecutive day.)

Addison staff and Council members will be invited to observe these focus groups through a one-way window in the observation room(s) at the Fieldwork facility.

GBB staff will plan for and coordinate the focus groups with Fieldwork, the focus group facility, develop the screening questions and moderator's guides, and serve as facilitators, observers, and notetakers during the groups. In addition, we will arrange for an audio recording of group discussions for use in compiling our report.

Note: The discussions that will take place in these small groups are exploratory and qualitative in nature. They seek to develop insight and direction, rather than obtain quantitatively precise measures that can be projected to all businesses in Addison. The discussions will provide the Town decision makers with unfiltered, candid comments from a segment of properties, giving valuable insights into property managers' beliefs, attitudes, perceptions, and behaviors.

Task 3 - Generate Report and Draft Ordinance Language Changes

Using information gained from the online survey, door-to-door/face-to-face discussions, and focus groups, GBB staff will generate a summary report of business, multi-family, and institutional waste services collection and rate information, typical contract lengths and extreme cases, and attitudes on a single waste hauler and provision of recycling services. Benchmark information on similar services and rate in the Cities of Frisco and Plano will also be included in the report. The report will provide GBB's recommendations for Addison's next steps in creating recycling opportunities for these sectors. GBB will provide a draft report for Town staff review and, once a consolidated set of comments are received, GBB will finalize the report for Town use.

Subsequent to finalizing the report, GBB will prepare a document of suggested changes to Addison's current solid waste ordinance(s) language, (starting with ordinance text provided by the Town, in Microsoft Word format,) addressing the use of a single waste service provider with recycling requirements. These draft changes will be provided for Town staff use in revising the existing local ordinance(s) addressing solid waste collections.

Task 4 - Presentations/ Project Management

Following issuance of the draft report, GBB staff will make a presentation in Addison of the information obtained during the online survey, face-to-face data collection, and focus group discussions. Two key GBB project staff will present the information, recommendations, and answer any questions before Addison decision makers at a mutually agreeable time.

In addition, following GBB's submission of suggested changes to Addison's current solid waste ordinance language, two key GBB staff will make a presentation in Addison to key decision-makers. The presentation will cover the recommended ordinance changes to address the use of a single waste service provider with recycling requirements. This meeting, which will be scheduled at a mutually agreeable time, will provide the opportunity for the GBB team to answer any questions.

Schedule

A timeline of approximately three and a half months is estimated to issue the draft report after receipt of notice to proceed. Another two to three months are estimated to complete the work, depending on how long it takes to receive report comments from Town staff, develop revised ordinance language, and schedule presentations on the final report and draft ordinance changes.

Cost

GBB proposes to conduct the work presented here for the fixed fee of \$78,000.00. Progress payments will be requested monthly based on activity and in conducting the Scope of Services.

ATTACHMENT B

**2009
GERSHMAN, BRICKNER & BRATTON, INC.
COMPENSATION RATE AND FEE SCHEDULE ^(1, 2)**

POSITION	(\$ PER HOUR)
President	210.00
Executive Vice President	190.00
Sr. Vice President	180.00
Vice President	160.00
Special Principal Associate	185.00
Principal Associate Engineer	155.00
Principal Associate/Principal Associate-Routing	145.00
Sr. Project Manager/Sr. Project Engineer/ Sr. Associate Engineer	140.00
Associate – Routing	130.00
Project Manager/Sr. Associate	120.00
Project Engineer/Sr. Consultant/Support Director	110.00
Consultant II/Engineer II/Contract Administrator	90.00
Consultant I/Engineer I	70.00
Support Manager	56.00
Administrative Secretary/Word Processor/ Editor/Staff Accountant	51.00
Clerical/Support Staff/Research Assistant/Graphics Coordinator	39.00

Expenses ⁽³⁾	Charge
Personal Car/Company Car (per mile charge)	Per IRS Guidelines
Local Travel Expenses (tolls, parking)	As Incurred
Room and Board	As Incurred
Airfare	Coach Class, Discount Fares When Available
Car Rental	Discount Rate
Duplicating (black and white)	\$.15 per Copy
Duplicating (color)	\$.25 per Copy
Long Distance Telephone	As Incurred
Graphics and Art	As Incurred
Messenger and Delivery Service	As Incurred
Subcontractors	As Incurred
Computer Charges ⁽⁴⁾	\$15.00 per Hour
Facsimile Communications Outbound	\$0.50 per page

(1) Effective January 1, 2009, subject to adjustment on 12/31/09.

(2) For payments not received within 30 days of invoicing date, interest charge of 1.00 % per month will be applied.

(3) A Fee of 10 percent applied to expenses, including subcontractors.

(4) Applicable to non-word processing software and product software services.

Council Agenda Item: #R8

SUMMARY:

Council authorization is requested for the city manager to enter into a memorandum of understanding (MOU) with CLEAResult Consulting for consulting services related to identifying energy efficiency measures for Town facilities.

FINANCIAL IMPACT:

There is no cost associated with these consulting services.

BACKGROUND:

When Texas Electric Holding Company (TEHC) acquired the assets of TXU in 2007, the company made several commitments to the state legislature to obtain approval of the acquisition. Among other things, the company pledged to put in place programs that will improve consumer electric power efficiency. Pursuant to this commitment Oncor, the regulated company within the TEHC ownership umbrella, developed the Take a Load Off program for residents, businesses and government entities. Under the government facilities program, Oncor hired CLEAResult Consulting to assist local governments with identifying methods for improving the electric efficiency of their facilities.

Following approval of the MOU by council, the company will assist Town staff with obtaining data needed to benchmark Addison's electric consumption, determine which facilities are relatively inefficient, identify methods for improving efficiency, and assist the Town with obtaining outside grant funding for implementing the efficiency measures.

RECOMMENDATION:

The Town spends over \$700,000 on electricity associated with its buildings. Even a 10% reduction in electric power consumption would yield \$70,000 in savings. It is recommended that Council authorize the city manager to enter into the MOU. The MOU calls for the Town (partner) to appoint two contact persons to assist the company with this endeavor. Randy Moravec and Mark Acevedo will be the Town's representatives with this program.

Memorandum of Understanding

2009 Take A Load Off, Texas
Government Facilities Program

The 2009 TALOT Government Facilities Program

Local governments in Texas are feeling the pinch of high energy costs now more than ever. Oncor is committed to providing leadership by assisting Texas's cities and counties to develop and implement strategies to address their rising energy costs. Oncor is proud to sponsor the Take A Load Off, Texas Government Facilities Program (TALOT GFP), implemented by CLEAResult Consulting. The TALOT GFP is aimed at improving the energy efficiency of local government-owned and operated facilities located within Oncor's service area. Oncor has contracted with CLEAResult Consulting (CLEAResult) to sponsor, promote, and administer the TALOT GFP throughout Oncor's service territory.

The government organization _____ (herein referred to as "Partner") recognizes that it is a willing participant of this **no cost** program designed to reduce local governments' energy costs, reduce operating budgets freeing additional dollars for other taxpayer needs, and provide improved working environments for its employees. This Memorandum of Understanding reflects the **voluntary collaborative** effort between your organization and the TALOT GFP, and details the commitments of each party in order to improve energy efficiency in your facilities. *The Program agrees to provide these services at **no cost** to Partner with the understanding that Partner will exert its best efforts to complete the steps below and implement cost-effective energy efficiency recommendations. Projects being submitted into the 2009 TALOT GFP Program must be completed by November 15, 2009 to allow time for post inspection by the end of the calendar year. As the Program continues into future years, your participation will automatically continue.*

Description of Commitments

The TALOT GFP will analyze electric, natural gas, and other utility data for the Partner in order to identify the potential for energy savings. To achieve this potential, the Program and Partner have agreed to work together to complete the following tasks according to the specific needs identified for your organization:

- Identify and assess energy efficiency measures,
- Develop and adhere to an Energy Master Plan that outlines administrative and financial decision-making criteria for energy efficiency improvements, installation of energy efficiency measures, and maintenance and operation procedures in order to succeed in implementing a cost-effective energy program in a timely manner,
- Identify and assess capital-intensive energy projects which will produce energy cost savings,

- Implement energy-efficient operations, maintenance practices, and procedures identified during walk-through energy assessments of specific facility(s), subject to available funding,
- Locate funding sources to enable Partner to complete capital projects,
- Use utility incentives to buy down the capital cost of energy-efficient systems.

Principles of Agreement

Specific responsibilities of the Partner and the TALOT GFP in this agreement are listed below.

- Partner will set milestones for progress within the first two weeks of participation in the Program and will make every best effort to adhere to them throughout the program process.
- Partner will select two contact people to work with the TALOT GFP throughout the term of the Partnership – one who serves the Partner in an Energy Management or Facilities role, and the other who serves the Partner in a Business or Finance role.
- If the Partner elects to receive Benchmarking services from the TALOT GFP, then the Partner agrees to provide the needed energy use and building information. The Program will help develop a Benchmarking Report for the Partner illustrating the specified facilities' energy use in terms of several units of measure that will be used to evaluate current and potential energy performance.
- If the Partner elects to receive Energy Master Planning services from the TALOT GFP, then the Partner will attend an energy master planning workshop and will strive to get an Energy Master Plan finalized and endorsed. The Program will provide a sample Energy Master Plan to the Partner and will also act as a facilitator in the development and adoption of the Energy Master Plan.
- The 2009 TALOT GFP will pay the Partner monetary incentives, as discussed in program materials, for energy efficiency savings achieved by projects that are completed by November 15, 2009.
- Partner acknowledges that projects that receive incentives in the TALOT GFP would not have been accomplished, or would have been completed with less efficient equipment, except for the existence of the incentives provided by this Program.
- The Partner will not seek to participate in Oncor's Commercial Standard Offer Program for a period of two years after joining the TALOT GFP. However, any projects the Partner has already submitted to the Oncor Commercial Standard Offer Program prior to the Partner joining the TALOT GFP are exceptions.
- Partner will allow the TALOT GFP to use Partner's name to promote participation in the Program to entities such as other cities, counties, utilities, federal, state, or local entities, and the general public.

Acceptance of Agreement

By endorsing below, your organization accepts this agreement with the 2009 TALOT GFP, sponsored by Oncor and implemented by CLEAResult Consulting. This Memorandum should be signed by your organization's City Manager, City Council member, Mayor, County Judge, or County Commissioner.

Partner

Signature: _____

Printed Name: _____

Title: _____

Organization: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Date: _____

CLEAResult Consulting

Signature: _____

Sean Nunes

Program Manager

CLEAResult Consulting

4301 Westbank Drive

Building A, Suite 250

Austin, TX 78746

Date: _____

Please identify the two individuals who will be *main points of contact* for the Program.

ENERGY MANAGEMENT OR FACILITY DEPT CONTACT:

Name (Mr./Ms./Dr.): _____ Title: _____

Organization: _____ Phone: _____

Address: _____ Fax: _____

_____ E-Mail: _____

BUSINESS/FINANCE DEPT CONTACT:

Name (Mr./Ms./Dr.): _____ Title: _____

Organization: _____ Phone: _____

Address: _____ Fax: _____

_____ E-mail: _____

Please return this document to:

CLEAResult Consulting
Attn: TALOT GFP Team
4301 Westbank Drive
Building A, Suite 250
Austin, TX 78746
Phone: (512) 327-9200
Toll-Free Fax: (866) 236-9505

Take A Load Off, TexasSM is provided by Oncor Electric Delivery Company LLC as part of the company's commitment to reduce energy consumption and demand. CLEAResult Consulting implements the Take A Load Off, Texas Government Facilities Program as an independent contractor. For more information, visit www.takealoadofftexas.com.

Council Agenda Item **#ES1**

There are no attachments for this Item.

Council Agenda Item: #R9

There are no attachments for this Item.