



Post Office Box 9010 Addison, Texas 75001-9010
5300 Belt Line Road
(972) 450-7000 Fax: (972) 450-7043

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

AND / OR

WORK SESSION OF THE CITY COUNCIL

6:30 PM

MAY 25, 2010

TOWN HALL

5300 BELT LINE ROAD, DALLAS, TX 75254

WORK SESSION

Item #WS1 - Presentation and discussion by Metrocrest Social Services.

Attachment(s):

1. Metrocrest Social Services Funding Request
-

REGULAR MEETING

Pledge of Allegiance

Item #R1- Consideration of Old Business.

Introduction of Employees

Discussion of Upcoming Events

Item #R2- Consent Agenda.

#2a- Minutes for approval:

March 23, 2010 Work Session and Regular Meeting

-
- #2b- Consideration of a Resolution re-appointing Mr. Ray Noah to represent the Town of Addison on the Dallas Area Rapid Transit (DART) Board of Directors.
-
- #2c- Consideration of a Resolution re-appointing John Murphy, Council Member, City of Richardson, as the Town's representative to the Regional Transportation Council, effective June 1, 2010 to May 31, 2012.
-
- #2d- Consideration and approval of an ordinance of the Town of Addison, Texas providing for the abandonment without warranty of the Town's interest in a portion of Celestial Road, as described herein, near the intersection of Celestial Road and Winnwood Road within the Town; authorizing as may be necessary a conveyance of such abandoned portion to the abutting property owner; providing an effective date.
-
- #2e- Consideration and approval of a contract with TBG Partners totaling \$27,235 for landscape architecture design services relating to the demonstration garden proposed for the Surveyor Blvd. Elevated Storage Tank site.
-
- Item #R3 - Discussion and consideration of approval of an agreement between the Town of Addison and Metrocrest Social Services in the amount of \$50,000 regarding the provision of services by Metrocrest Social Services to the Town.
-
- Item #R4 - Presentation of Police department Certificate of Merit awards to Mike Hardin, Police Officer and Mike Meharg, Detention Supervisor.
-
- Item #R5 - Appointment of a Member to the Planning and Zoning Commission.
-
- Item #R6 - Presentation of the Charter Review Commission's Final Report by Ms. Linda Groce, Charter Review Commission Chairman.
- Attachment(s):
1. Charter Review Commission Final Report
-
- Item #R7 - Consideration and approval authorizing the City Manager to enter into a Professional Services Agreement with Halff Associates, Inc. in the amount not to exceed \$159,780 for engineering design and general construction services for the widening of Spring Valley Road from Woodway Drive to the east limit of the DISD

Loos property.

Attachment(s):

1. Spring Valley Road OPTION A
2. Halff Associates Professional Design Services Fee Proposal - Spring Valley Road

Recommendation:

Staff recommends approval.

Item #R8 - Requesting consideration and approval to apply for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2010.

Attachment(s):

1. JAG Funds Sharing and Fiscal Agency Agreement

Recommendation:

Staff recommends approval.

Item #R9 - Presentation and Discussion of 2nd Quarter Financial Review.

Adjourn Meeting

Posted:

5/21/2010, 5:00 PM / 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

AGENDA CAPTION:

Presentation and discussion by Metrocrest Social Services.

FINANCIAL IMPACT:

NA

BACKGROUND:

NA

RECOMMENDATION:

NA

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[Metrocrest Social Services Funding Request](#)

Type:

Cover Memo

May 19, 2010

The Honorable Mayor Joe Chow and Council
Town of Addison
P.O. Box 9010
Addison, TX 75001-9010

Dear Honorable Mayor Chow and Council:

Thank you for the opportunity to request additional assistance from The Town of Addison.

Due to the economic downturn, requests from families facing crisis continue to increase. At Metrocrest Social Services we have been and are seeking strategies to stretch our dollars and resources to meet this demand. The Thrift Store struggles to break even with fewer donations and customers. We are struggling to maintain an acceptable level of services and build strength as we face the additional challenges associated with relocating our agency and Thrift Store at the end of 2010.

Listed below are several ways the downturn has affected our agency financially.

Social Services to Families in Need

Services:

- 12% increase in all services
- Average of 45 families receive rental assistance each month (FY2009)
- Average of 41 families receive utility assistance each month (FY2009)

MSS cutbacks:

- Reduced one full-time position to part time; hired second caseworker at part-time instead of full-time as previously staffed
- Closed 10 Fridays through the rest of FY2010 (May-September)
- Overall 10% salary decrease for all MSS staff (effective May, 2010)

Food Pantry

Services:

- 28% increase in food vouchers distributed
- Average 680 filled grocery carts going out the MSS Food Pantry per month (FY2009)

MSS cutbacks:

- No longer purchasing food from North Texas Food Bank or other vendors
- Laid off part-time assistant who had been with us for 4 years

Metrocrest Social Services
May 19, 2010
Page 2

Employment Assistance Program

Services:

- We have doubled the number of individuals seen over the same time period last year
- 350 individuals met with our Employment Assistance staff/volunteers in April, 2010

MSS cutbacks:

- Reduced number of gasoline gift cards and bus passes given to individuals for job search
- Reduced the number of Community Voice Mail lines offered to clients

Your assistance to help MSS continue to be the “charity to turn to in times of trouble” is greatly appreciated. A one-time grant of \$50,000 for operating expenses will strengthen our capacity to prevent homelessness in our community.

Sincerely,



Bunny Summerlin
Executive Director

BJS/dw

cc: Ron Whitehead, City Manager

Council Agenda Item: #R 2a

AGENDA CAPTION:

Minutes for approval:

March 23, 2010 Work Session and Regular Meeting

April 13, 2010 Regular Meeting

April 27, 2010 Work Session and Regular Meeting

FINANCIAL IMPACT:

NA

BACKGROUND:

NA

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[Minutes](#)

Type:

Cover Memo

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

March 23, 2010
6:00 PM - Town Hall
5300 Belt Line Road, Dallas, TX 75254
Upstairs Conference Room

Council Members Present:

None

Absent:

None

Work Session

Item #WS1 - Discussion and update regarding the Town's Stormwater Management Program.

Nancy Cline led the discussion and update regarding the Town's Stormwater Management Program.

There was no action taken.

Item #WS2 - Discussion and presentation regarding an online survey that was conducted for the <http://www.addisongreen.info> web site at the end of a six-month pilot period.

Hamid Khaleghipour led the discussion and made the presentation regarding an online survey that was conducted for the <http://www.addisongreen.info> web site at the end of a six-month pilot period.

There was no action taken.

Mayor-Joe Chow

Attest:

City Secretary-Lea Dunn

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

March 23, 2010
6:00 PM - Town Hall
5300 Belt Line Road, Dallas, TX 75254
03/19/2010, 5:00PM Lea Dunn - City Secretary

Council Members Present:

None

Absent:

None

REGULAR MEETING

Item #R1 - Consideration of Old Business

The following employees were introduced:

Bryan Ball with the Police Department, Zeis Chen with the Information Services Department and Matt McCombs with the Financial Services Department.

There was no action taken.

Item #R2 - Consent Agenda#2a - Approval of Minutes for: 03/03/2010 Special Meeting and Work Session 03/09/2010 Regular City Council Meeting

A motion to Approve was made by Councilmember Blake Clemens.

The motion was seconded by Councilmember Don Daseke.

The motion result was: Passed

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

Voting Nay: None

#2b - Approval of renewal of an existing contract with the Noofangle Media for maintaining and hosting the www.addisongreen.info website, a Sustainability Community Portal for residents and businesses.

A motion to Approve was made by Councilmember Blake Clemens.

The motion was seconded by Councilmember Don Daseke.

The motion result was:

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

Voting Nay: None

#2c - Approval of a resolution that authorizes the Town to designate representatives that can transact business with the TexPool local government investment pool.

A motion to Approve was made by Councilmember Blake Clemens.

The motion was seconded by Councilmember Don Daseke.

The motion result was:

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

Voting Nay: None

#2d - Approval of award of bid to Groves Electrical Service, Inc., for an electrical service upgrade at the Police Station located at 4799 Airport Parkway.

A motion to Approve was made by Councilmember Blake Clemens.

The motion was seconded by Councilmember Don Daseke.

The motion result was:

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

Voting Nay: None

Item #R3 - Appointment of a Planning and Zoning Commissioner.

This Item was tabled until a future date.

There was no action taken.

Item #R4 - Approval to seek a no match Department of Justice grant to purchase automatic license plate readers.

A motion to Approve was made by Councilmember Kimberly Lay.

The motion was seconded by Councilmember Don Daseke.

The motion result was: Passed

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

Item #R5 - Presentation, discussion and consideration of approval of a contract with GetTix.NET to provide an online ticketing program.

A motion to Approve w/ Conditions was made by Councilmember Roger Mellow.
The motion was seconded by Councilmember Blake Clemens.
The motion result was: Passed
Voting Aye: Braun, Chow, Clemens, Mellow, Noble
Voting Nay: Daseke, Lay

Item #R6 - Presentation, discussion and consideration of approval to authorize the City Manager to enter into a contract with Interprise/Southwest Interior and Space Design, Inc., in the amount not to exceed \$81,460.00 for planning and design services to Village on the Parkway, 5100 Belt Line Road, Suite 400, for the Addison Visitor Information Center and related premises.

A motion to Approve was made by Councilmember Don Daseke.
The motion was seconded by Councilmember Kimberly Lay.
The motion result was: Passed
Voting Aye: Braun, Chow, Clemens, Daseke, Lay, Mellow, Noble
Voting Nay: None

Item #R7 - Approval of a resolution endorsing certain legislative changes relating to the Sunset review of the Texas Public Utility Commission and the special purpose review of the Electric Reliability Council of Texas.

A motion to Approve was made by Councilmember Tom Braun.
The motion was seconded by Councilmember Don Daseke.
The motion result was: Passed
Voting Aye: Braun, Chow, Clemens, Daseke, Lay, Mellow, Noble
Voting Nay: None

Item #R8 - Discussion and consideration of an Ordinance declaring unopposed candidates for election to the office of Council member in the May 8, 2010 election be declared elected to office, canceling the May 8, 2010 election, and providing for other matters relating thereto. La discusión y consideración de una ordenanza que declara a los candidatos sin oposición para la elección de la oficina de miembro del Consejo en la elección del 8 de mayo de 2010, son declarados elegidos a la oficina, cancelando la elección del 8 de mayo de 2010 y proporcionando para otras cuestiones relativas a los mismos.

A motion to Approve was made by Councilmember Bianca Noble.
The motion was seconded by Councilmember Tom Braun.
The motion result was: Passed
Voting Aye: Braun, Chow, Clemens, Daseke, Lay, Mellow, Noble
Voting Nay: None

Mayor-Joe Chow

Attest:

City Secretary-Lea Dunn

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL REGULAR MEETING

April 13, 2010

7:30 PM - Town Hall

5300 Belt Line Road, Dallas, TX 75254

04/09/2010, 5:00PM Lea Dunn - City Secretary - Starting Regular Session - 7:30 PM

Council Members Present:

Braun, Chow, Clemens, Daseke, Lay, Mellow, Noble

Absent:

None

REGULAR MEETING

Item #R1 - Consideration of Old Business

The following employees were introduced:

Gerald Johnson with the Parks Department and Tim Tomlinson with the Fire Department.

There was no action taken.

Item #R2 - Consent Agenda

#2a - Staff recommends entering into a Third Amendment to the Advertising Agreement with Krause Advertising for professional advertising services to provide creative ad production services and administrative account oversight for the Town marketing and special event initiatives in an amount not to exceed \$65,400. The monthly retainer has been eliminated.

A motion to Approve was made by Councilmember Blake Clemens.

The motion was seconded by Councilmember Tom Braun.

The motion result was:

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

Voting Nay: None

Approval of the Third Amendment to the Advertising Agreement with Krause Advertising for professional advertising services to provide creative ad production services and administrative account oversight for the Town marketing and special event initiatives in an amount not to exceed \$65,400. The monthly retainer has been eliminated.

There was no action taken.

Item #R3 - Appointment of a Planning and Zoning Commissioner.

Councilmember Kimberly Lay presented the following appointment:

Bruce Arfsten

A motion to Approve was made by Councilmember Kimberly Lay.

The motion was seconded by Councilmember Blake Clemens.

The motion result was: Passed

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

Voting Nay: None

Item #R4 - Presentation by and discussion with the Addison Arbor Foundation regarding the Addison Community Garden.

Presentation regarding a Community Garden was made by Neil Hewitt, President, Addison Arbor Foundation.

There was no action taken.

Item #R5 -

PUBLIC HEARING Case 1595-SUP/Hookah Nights. Public hearing, discussion and consideration of approval of an ordinance amending the zoning on the property generally described herein by approving a Special Use Permit for a restaurant, and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption, located in a lease space at 14825 Inwood Road, on application from Mr. Arrash Pirasteh.

COMMISSION FINDINGS: The Addison Planning and Zoning Commission, meeting in regular session on March 25, 2010, voted to recommend approval of a Special Use Permit for a restaurant, and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption, subject to the following condition:

-A landscaping plan for the center, indicating either that the center will still have 20% landscaping after the landscaping is taken out for the patio, or that if the remaining landscaping is less than 20% of the site, the existing landscaping in the center will be enhanced by the addition of plant material, shall be submitted and approved by Slade Strickland prior to the issuance of a building permit for the space.

Mayor Chow opened the meeting as a Public Hearing.
Mayor Chow asked Mr. Arrash Pirasteh, 5981 Arapaho #1306, Dallas, TX 75248 to speak.
Mayor Chow closed the meeting as a Public Hearing.

Motion to Table was made by Councilmember Blake Clemens. No Second was received. Motion died for lack of Second.

A motion to Deny was made by Councilmember Kimberly Lay.
The motion was seconded by Councilmember Don Daseke.
The motion result was: Failed
Voting Aye: Don Daseke, Kimberly Lay, Bianca Noble
Voting Nay: Braun, Clemens, Mellow
No further motions made.

There was no action taken.

Item #R6 -

PUBLIC HEARING Case 1580-SUP/Schlotzky's Sandwiches. Public hearing, discussion and consideration of approval of an ordinance amending the zoning on the property generally described herein by approving a Special Use Permit for a restaurant, located in a lease space at 3740 Belt Line Road, on application from Cencor Realty Services, represented by Mr. Bernard Shaw.

COMMISSION FINDINGS: The Addison Planning and Zoning Commission, meeting in regular session on March 25, 2010, voted to recommend approval of a Special Use Permit for a restaurant, subject to the following conditions:

-The landscape plan will need to be revised to describe the method for digging, transplanting and caring for the existing live oaks proposed for transplanting elsewhere on the site. A notation will need to be added to the plans to protect the root systems of the live oaks located on the north and south sides of the proposed drive during construction.

-Engineering drawings for driveway relocation and parking improvements will be required prior to receiving a permit.

There was no action taken.

Item #R7 - Discussion and consideration of approval of an Interlocal Agreement Relating to George Herbert Walker Bush Elementary School Between Dallas Independent School District and the Town of Addison, regarding the shared use and the installation and maintenance of certain school facilities and amenities, the

construction of certain infrastructure improvements in connection with the DISD school, and other matters related thereto.

This item was approved subject to final review by the City Attorney.

A motion to Approve w/ Conditions was made by Councilmember Tom Braun.

The motion was seconded by Councilmember Bianca Noble.

The motion result was:

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

Voting Nay: None

Mayor-Joe Chow

Attest:

City Secretary-Lea Dunn

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

April 27, 2010
6:00 PM - Town Hall
5300 Belt Line Road, Dallas, TX 75254
Upstairs Conference Room

Council Members Present:

Braun, Chow, Clemens, Daseke, Lay, Mellow, Noble

Absent:

None

Work Session

Item #WS1 - Presentation and discussion of deficiency and management comment letters from the Town's independent auditors, Weaver and Tidwell.

Jerry Gaither with Weaver and Tidwell led the presentation and discussion regarding the Town's audit. Randy Moravec and Marisa Perry participated in the discussion.

There was no action taken.

Mayor-Joe Chow

Attest:

City Secretary-Lea Dunn

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

April 27, 2010
6:00 PM - Town Hall
5300 Belt Line Road, Dallas, TX 75254
04/23/2010, 5:00PM / Lea Dunn, City Secretary / Work Session starts at 6:00 PM / Regular Meeting starts at 7:30 PM

Council Members Present:

Braun, Chow, Clemens, Daseke, Lay, Mellow, Noble

Absent:

None

REGULAR MEETING

Item #R1 - Consideration of Old Business

The following employee was introduced:

Billy Barnett, Police Officer.

There was no action taken.

Item #R2 - Consent Agenda

#2a - Approval to award the contract in the amount of \$32,934.14 for special event parking services to RSR Event Services for the 2010 special events.

A motion to Approve was made by Councilmember Blake Clemens.
The motion was seconded by Councilmember Kimberly Lay.
The motion result was: Passed
Voting Aye: Braun, Chow, Clemens, Daseke, Lay, Mellow, Noble
Voting Nay: None

#2b - Approval to award the bid (#10-14) for Special Event Decorations to Fun Factory Events (FFE) in the amount of \$68,618 for the 2010 special event season with the option to renew on the same terms and conditions for four additional years.

A motion to Approve was made by Councilmember Blake Clemens.
The motion was seconded by Councilmember Kimberly Lay.
The motion result was: Passed
Voting Aye: Braun, Chow, Clemens, Daseke, Lay, Mellow, Noble
Voting Nay: None

Item #R3 - Presentation and discussion of IBM Social Media for Smarter Cities Case Study for the Town of Addison.

IBM representatives Chuck Snapp, Glen Kelley and David Ing presented the study. Hamid Khaleghipour led the discussion.

There was no action taken.

Item #R4 - Presentation, discussion and consideration of approval of a contract with WebQA to provide website hosting services for the Town's businesses.

Robert Gross with ShopQA presented information regarding the website hosting services.
Hamid Khaleghipour participated in the discussion.

A motion to Approve was made by Councilmember Kimberly Lay.
The motion was seconded by Councilmember Bianca Noble.
The motion result was: Passed
Voting Aye: Braun, Chow, Clemens, Daseke, Lay, Mellow, Noble
Voting Nay: None

Item #R5 - Discussion and consideration of approval to authorize the creation of three new funds for tracking of grant monies and intergovernmental revenues and expenditures.

A motion to Approve was made by Councilmember Roger Mellow.
The motion was seconded by Councilmember Don Daseke.
The motion result was: Passed
Voting Aye: Braun, Chow, Clemens, Daseke, Lay, Mellow, Noble
Voting Nay: None

Item #R6 - Presentation, discussion, and case status update of existing litigation, to wit: AN Collision Center of Addison, Inc. d/b/a/ Bankston Collision Center v. The Town of Addison; Case No. 05-09-00272-CV; pending in the Fifth District Court of Appeals at Dallas on appeal from the 14th Judicial District Court, Dallas County, Texas.

Jason Mathis with the law firm of Cowles & Thompson updated the Council.

There was no action taken.

Item #ES1 - Closed (Executive) session of the Addison City Council pursuant to Section 551.074, Texas Government Code, to deliberate the evaluation of the City Manager.

Item #R7 - Discussion and consideration of a Resolution approving compensation for the City Manager.

Item withdrawn by staff. No vote. This item will be moved to a future Council Meeting.

There was no action taken.

Mayor-Joe Chow

Attest:

City Secretary-Lea Dunn

Council Agenda Item: #R 2b

AGENDA CAPTION:

Consideration of a Resolution re-appointing Mr. Ray Noah to represent the Town of Addison on the Dallas Area Rapid Transit (DART) Board of Directors.

FINANCIAL IMPACT:

NA

BACKGROUND:

NA

RECOMMENDATION:

COUNCIL GOALS:

N/A

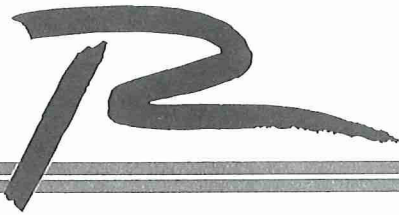
ATTACHMENTS:

Description:

[Re-appointment of Ray Noah](#)

Type:

Cover Memo



A. Lea



May 7, 2010

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

RE: DART Board Appointment

Dear Mr. Whitehead:

At their meeting of April 26, 2010 the Richardson City Council approved Resolution No. 10-07 reappointing Raymond D. Noah to the aggregated position of Representative to the DART Board of Directors, which fractional allocation membership is shared with the City of University Park and the Towns of Addison and Highland Park. A copy of Resolution No. 10-07 is enclosed for your files.

We respectfully request your support of Raymond D. Noah for reappointment to the aggregated position of representative to the Dallas Area Rapid Transit Authority Board of Directors and would appreciate receiving a copy of your Resolution for our file.

Thank you again for your continued support.

Respectfully,

Vickie Schmid

Vickie Schmid
Deputy City Secretary

xc: Bill Keffler, City Manager

Encl.



P.O. Box 830309
Richardson, TX
75083-0309
972-744-4100

Council Agenda Item: #R 2c

AGENDA CAPTION:

Consideration of a Resolution re-appointing John Murphy, Council Member, City of Richardson, as the Town's representative to the Regional Transportation Council, effective June 1, 2010 to May 31, 2012.

FINANCIAL IMPACT:

NA

BACKGROUND:

NA

RECOMMENDATION:

NA

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R 2d

AGENDA CAPTION:

Consideration and approval of an ordinance of the Town of Addison, Texas providing for the abandonment without warranty of the Town's interest in a portion of Celestial Road, as described herein, near the intersection of Celestial Road and Winnwood Road within the Town; authorizing as may be necessary a conveyance of such abandoned portion to the abutting property owner; providing an effective date.

FINANCIAL IMPACT:

NA

BACKGROUND:

Mr. and Mrs. Dudley Medlock own a home at 5560 Celestial Road. They would like to remodel and expand the existing home. The staff has determined that the right-of-way in front of their home has a "notch" in it that causes the right-of-way in front of their home to be wider than is needed, and thus causes their property line to be closer to the front of their home than is warranted. The staff recommends a 1,269 square-foot portion of the right-of-way in front of the property at 5560 Celestial Road be abandoned. Mr. Medlock has also gone to the other private utilities and determined that they do not have lines or facilities within the right-of-way.

RECOMMENDATION:

Administration recommends approval.

COUNCIL GOALS:

N/A

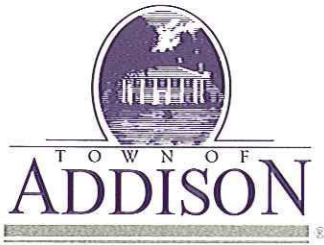
ATTACHMENTS:

Description:

Type:

[cover memo, aerial photo of site, letters from utility companies, proposed ordinance with exhibits](#)

Backup Material



DEVELOPMENT SERVICES

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

16801 Westgrove

Post Office Box 9010 Addison, Texas 75001-9010

MEMORANDUM

May 11, 2010

TO: Ron Whitehead
FROM: Carmen Moran, Director of Development Services
SUBJECT: Abandonment of street right-of-way on Celestial Road

Mr. and Mrs. Dudley Medlock are the owners of a home at 5560 Celestial Road (shown on attached photo). They currently live in Plano, but are planning to remodel and expand the existing home on this lot and move into it.

As part of the remodel, Mr. Medlock would like to add a porte-cochere to the front of the existing home. In looking at the setback for the porte-cochere, the staff found that if constructed as proposed, there would be a 0'0" setback from the property line to the porte-cochere. It would be at the 0'-0" line because the right-of-way, for some unknown reason, jogs in at the front of this lot. The staff does not know why the right-of-way jogs in at this location.

Celestial Road is located in the area of Addison that was deannexed from the City of Dallas and annexed into Addison. The staff does not have any records of the street right-of-way for Celestial Road, but it believes that Celestial was originally a common access easement, and that some of the homes on Celestial were built in an unincorporated area prior to it being annexed into the City of Dallas. When the area was annexed into the City of Dallas, the City simply took the existing road as the right-of-way without going through a subdivision dedication process. When the area was annexed into Addison, there was not any formal survey done of the area or the street, but it was taken over "as is." In the 1980s, the Town rebuilt Celestial and Winnwood and added curbs and an underground storm water system to the street. The new street was built in the existing right-of-way of the old street.

The staff surveyed this portion of Celestial to determine if it had sufficient right-of-way. The staff found that the right-of-way in front of Mr. Medlock's property is beyond what is needed. In addition, the staff determined that it does not have any water lines, sewer lines, or storm sewer facilities on this property. The staff asked Mr. Medlock to verify that no private utilities (gas, electric, cable) had or needed easements in the right-of-way. Mr. Medlock has provided letters from AT&T, Atmos Energy, Time Warner Cable, ONCOR, and DIG-TESS verifying that there are no private utilities located within the right-of-way.

The staff has determined that it does not need the right-of-way in front of Mr. Medlock's home, and that the property can be abandoned by the Town. When Mr. Medlock gets ready to begin the remodel for his home, he will plat the property and can take this abandoned property into his lot.

Staff recommends that the Council approve an ordinance abandoning at 1,269 square feet of right-of-way, located adjacent to the property at 5560 Celestial Road.



14818

14817

14517

14530

5535

5545

5665

BZA-009

14516

BZA-058

Winwood Rd

14500

Celestial Rd

5550

BZA-055

5530

5550

5560

5600

5656

6 6 6 6

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Ms. Carmen Moran
Director of Development Services
Post Office Box 9010
Addison, Texas 75001-9010

RE: 5560 Celestial, Addison, TX.

Dear Ms. Moran

Attached, please find letters from various utility companies indicating that they have no utilities on the section of resurveyed property at 5560 Celestial.

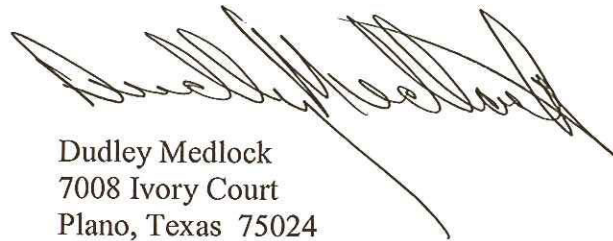
They furthermore, state that they have no plans for utilities on the property and they are not opposed to losing the easement.

I am therefore requesting that the Town of Addison abandon the property free of any and all restrictions of easements or right of way.

I will have the property re-platted at the time we begin building our new house.

Thank you for all of your co-operation.

Sincerely,



Dudley Medlock
7008 Ivory Court
Plano, Texas 75024
972-491-0218

Dudley Medlock

From: HELTON, TINA M (ATTSWBT) [th7119@att.com]
Sent: Tuesday, April 20, 2010 8:25 AM
To: Dudley Medlock
Subject: ROW at 5560 Celestial Drive, Addison

Mr. Medlock,

AT&T has no objections to the release of the ROW in front of your property at 5560 Celestial Drive in Addison. We have no facilities in that strip of property.

Please let me know if you need any additional information:

Sincerely,

Tina Helton

AT&T - Manager OSP Planning & Engineering Design Right-of-Way
13845 FAA Blvd.

Fort Worth, Texas 76155

Office: 817-267-1782

tina.helton@att.com

This e-mail and any files transmitted with it are AT&T property, are confidential, and are intended solely for the use of the individual or entity to whom this email is addressed. If you are not one of the named recipient(s) or otherwise have reason to believe that you have received this message in error, please notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.



March 18, 2010

Mr. and Mrs. Dudley Medlock
7008 Ivory Court
Plano, Texas 75024-0218

Re: Request to Atmos Energy Corporation for abandonment of 10' utility easement
5560 Celestial Road
Addison, Texas 75254
Thomas Garvin Survey, Abstract No. 524, Lot 1

Dear Mr. and Mrs. Medlock:

After review of the subject request, Atmos Energy Corporation does hereby grant permission for the abandonment of the 10' utility easement located along the north of your property line at 5560 Celestial Road.

Please be informed that we have no existing facilities or plans for future facilities in the dedicated easement.

Atmos Energy Corporation offers no objections to the abandonment of the 10' wide utility easement shown by plat. This letter may be used as Atmos Energy's approval for such permission as required by the City of Addison.

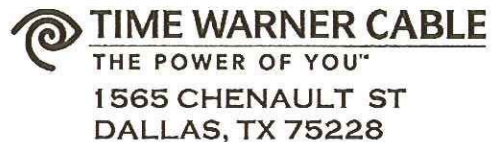
Atmos Energy Corporation retains its rights in full and effect of all remaining and existing utility easement affecting the subject property.

Please do not hesitate to call me at 214.206.2941 should you have any questions.

Sincerely,

A handwritten signature in purple ink that reads "LJ Robinson".

LJ Robinson
Right of Way Agent
Atmos Energy Corporation



April 26th, 2010

Re: Easement Abandonment
5560 Celestial Rd
Addison, TX

To Whom It May Concern:

Time Warner Cable (TWC) of Dallas grants abandonment of the utility easements associated with the property located at 5560 Celestial Rd – denoted by Dallas County Appraisal District as Lot 1 (0.910 Acres) of the Armstrong development; within the Town of Addison, Dallas County, Texas. TWC does not currently have facilities within any of the utility easements on the property, so there are no conflicts with the abandonment.

If applicable, please contact the Texas Excavation Safety System (TESS) to have other facilities marked & located within affected easements before any excavations are begun. For future reference, please contact CJ Brands (Construction Coordinator) at 214-320-5417, or Dave Cheney (Construction Supervisor) at 214-320-7406, with any questions about the abandonment process with regards to existing TWC facilities. If any other assistance is required, feel free to contact me at 214-320-5471. Thank you.

Sincerely,

Michael Rosser

Dallas Design Office
Time Warner Cable
mike.rosser@twcable.com



Larry Redick
Project Designer Senior

Oncor Electric Delivery
1015 Hutton
Carrollton, Texas 75001

April 14, 2010

Dudley Medlock
Homeowner
5560 Celestial
Addison, Texas 75254

To Whom It May Concern:

Oncor has no facilities in the easement in the above mentioned property and has no objection deeding said property to the homeowner

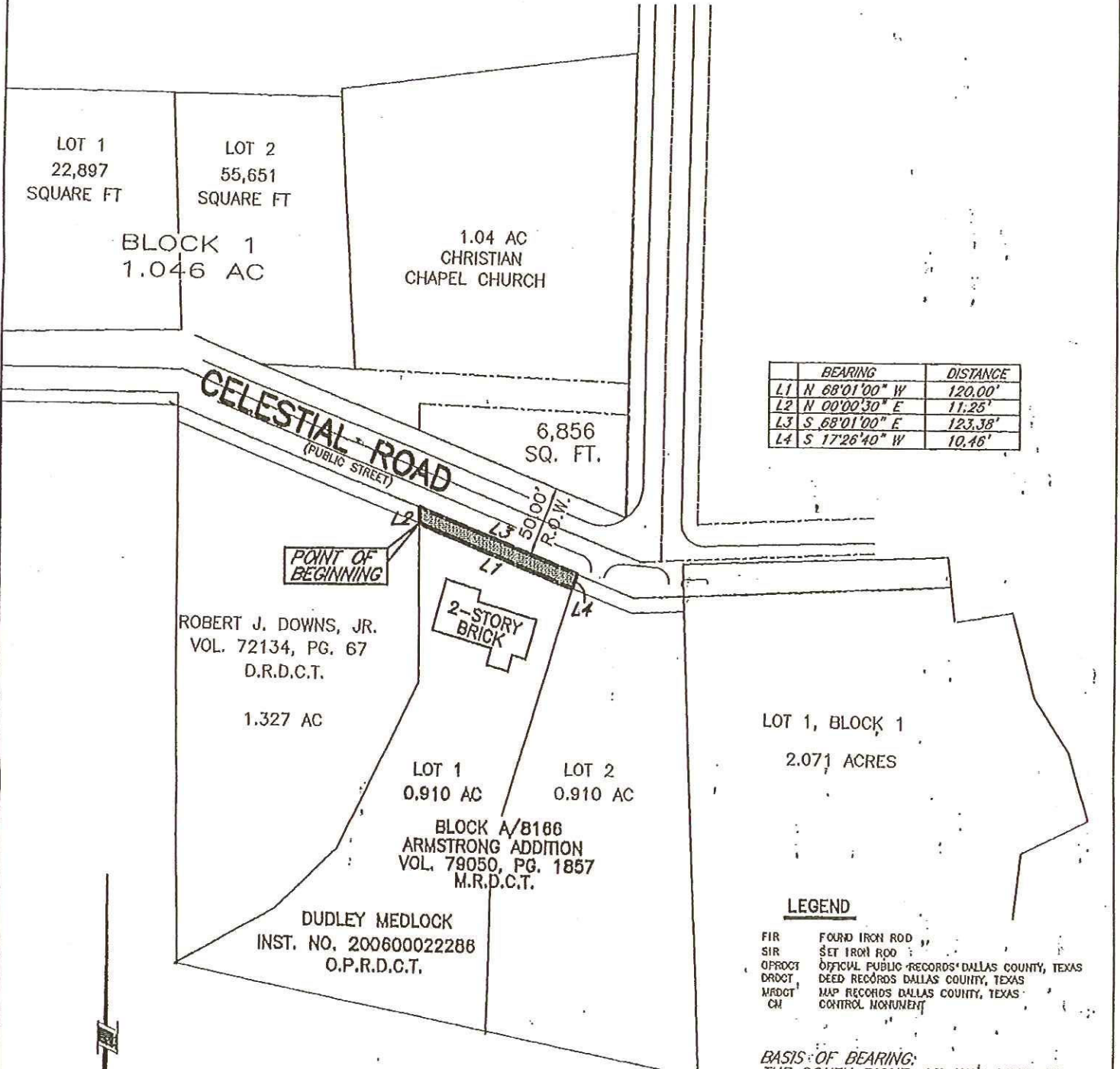
Sincerely,

A handwritten signature in black ink, appearing to read "Larry Redick". The signature is written in a cursive, flowing style.

Larry Redick
Project Designer Sr.

PARCEL 3

RIGHT-OF-WAY ABANDONMENT
 DALLAS CITY BLOCK 8166
 THOMAS GARVIN SURVEY, ABSTRACT NO. 524
 ANNEXED TO THE TOWN OF ADDISON
 DALLAS COUNTY, TEXAS
 1,269 SQUARE FEET



	BEARING	DISTANCE
L1	N 68°01'00" W	120.00'
L2	N 00°00'30" E	11.25'
L3	S 68°01'00" E	123.38'
L4	S 17°26'40" W	10.46'

POINT OF BEGINNING

2-STORY BRICK

ROBERT J. DOWNS, JR.
 VOL. 72134, PG. 67
 D.R.D.C.T.

1.327 AC

LOT 1
 0.910 AC

LOT 2
 0.910 AC

BLOCK A/8166
 ARMSTRONG ADDITION
 VOL. 79050, PG. 1857
 M.R.D.C.T.

DUDLEY MEDLOCK
 INST. NO. 200600022286
 O.P.R.D.C.T.

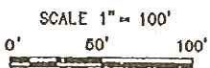
LOT 1, BLOCK 1
 2.071 ACRES

LEGEND

- FIR FOUND IRON ROD
- SIR SET IRON ROD
- OPROCT OFFICIAL PUBLIC RECORDS DALLAS COUNTY, TEXAS
- DRDCT DEED RECORDS DALLAS COUNTY, TEXAS
- MEDCT MAP RECORDS DALLAS COUNTY, TEXAS
- CM CONTROL MONUMENT

*BASIS OF BEARING:
 THE SOUTH RIGHT-OF-WAY LINE, OF
 CELESTIAL ROAD, AS RECORDED IN
 VOL. 79050, PG. 1857, MAP RECORDS,
 DALLAS COUNTY, TEXAS
 N 68°01'00" W*

J.L. LANE RPLS 2509
 2717 MOTLEY DR., STE. B
 MESQUITE, TX 75150
 972-681-4442



Dudley Medlock

From: Automailer_DO_NOT_REPLY@1-call.com
Sent: Tuesday, October 27, 2009 4:12 PM
To: Dudley Medlock
Subject: OCS E*Ticket for XXX-ET-093004817

SEQUENCE NUMBER 0658 CDC = XXX
Texas One Call System
* ROUTINE * MESSAGES Sent to Office(s) as follows :
NO TOCS UTILITY LONE STAR XCHG

Locate Request No. 093004817

Prepared By URSULA P On 27-OCT-09 At 1524

MapRef : Grid: 325630096483A Footprint: D06

Location: County: DALLAS Town: ADDISON

Address: 5560 CELESTIAL

Beginning Work Date 10/29/09 Time of Day: 03:30 pm Duration: 01 DAY

Fax-A-Locate Date at

Excavation Type : OTHER
Nature of Work : LOC ALL UTILS

Blasting ? NO 48 Hr Notice ? YES
White Line ? NO Digging Deeper Than 16 Inches ? YES

Person Calling : DUDLEY MEDLOCK
Company Name : DUDLEY MEDLOCK
Work by DUDLEY MEDLOCK For DUDLEY MEDLOCK

Person to Contact : DUDLEY MEDLOCK

Phone No. (972)733-6900 / (214)707-5112 (Hours: 08:00 am/05:00 pm)
Fax No. ()
Email: DMEDLOCK@D-MEDCORP.COM

Remarks : MARK ALL UNDERGROUND FACILITIES AS NECESSARY Near Intersection: MONFORT WORKING
IN THE FRONT YARD, FROM THE ST BACK APPX 20'- LOC IS ON S SIDE OF RD, E OF INTER...

DMEDLOCK@D-MEDCORP.COM

Map Cross Reference : MAPSCO 15,E

FaxBack Requested ? NO Lone Star Xref:

093004817 to EMAIL ADDRESS at 17:11:01 on TUE, 10/27/09 for XXX #0658

Dudley Medlock

From: contractorfax@digtess.org
Sent: Tuesday, October 27, 2009 3:51 PM
To: Dudley Medlock
Subject: GeoCall Locate Information - 093004817

DIG-TESS Locate Request

Ticket Number: 093004817 Old Ticket:
Priority: Survey/Design By: Ursula P
Source: Voice Hours Notice: 48
Type: Survey/Design Date: 10/27/2009 3:24:22 PM
Sequence: 1
Map Reference:

Company Information

DUDLEY MEDLOCK Type: Contractor
7008 IVORY CT Contact: DUDLEY MEDLOCK
PLANO, TX 75024 Caller: DUDLEY MEDLOCK
Phone: (972) 733-6900 Caller Phone: (972) 733-6900
Fax: Callback: 0800 - 1700
Alt Contact: (214) 707-5112
Caller Email: DMEDLOCK@D-MEDCORP.COM

Work Information

State: TX Work Date: 10/29/09 at 1530
County: DALLAS Type: OTHER
Place: ADDISON Done For: DUDLEY MEDLOCK
Street: 5560 CELESTIAL
Intersection: MONFORT
Nature of Work: LOC ALL UTILS
Explosives: No Deeper Than 16": Yes
White Lined: No Duration: 01 DAY
Mapsco: MAPSCO 15,E

Remarks

WORKING IN THE FRONT YARD, FROM THE ST BACK APPX 20'- LOC IS ON S SIDE OF RD, E OF INTER...

Members

Code	Name	Added Manually
ADD	TOWN OF ADDISON	No
AMP	ATMOS-MIDTX-UTILIQUEST (METROPLEX)	No
CLG	TIME WARNER CABLE	No
CR4	ONCOR ELECTRIC DISTRIBUTION-SMP (DALLAS NORTH ...	No
IR4	ONCOR ELECTRIC DISTRIBUTION-SMP (IRVING)	No
S63	ATT/D = DISTRIBUTION CABLE (ATT/D_SMP-D)	No

Location

Latitude: 32.9475127180328 Longitude: -96.8164277688525
Second Latitude: 32.9452025803278 Second Longitude: -96.8103224049181

TAC 16-1-18: Ticket life = 14 working days around gas lines; if gas line is damaged, report it to DIG TESS ASAP and to Railroad Commission within 10 days.

Dudley Medlock

From: Automailer_DO_NOT_REPLY@1-call.com
Sent: Thursday, November 12, 2009 12:26 PM
To: Dudley Medlock
Subject: OCS E*Ticket for XXX-ET-093162678

SEQUENCE NUMBER 0338 CDC = XXX
Texas One Call System
* NO RESPONSE * MESSAGES Sent to Office(s) as follows :
NO TOCS UTILITY LONE STAR XCHG

Locate Request No. 093162678

Prepared By AVELINO F On 12-NOV-09 At 1217

MapRef : Grid: 325630096483A Footprint: D06

Location: County: DALLAS Town: ADDISON

Address: 5560 CELESTIAL

Beginning Work Date 11/12/09 Time of Day: 12:30 pm Duration: 01 DAY

Fax-A-Locate Date at

Excavation Type : OTHER
Nature of Work : LOC ALL UTILS

Blasting ? NO 48 Hr Notice ? NO
White Line ? NO Digging Deeper Than 16 Inches ? YES

Person Calling : DUDLEY MEDLOCK
Company Name : DUDLEY MEDLOCK
Work by DUDLEY MEDLOCK For DUDLEY MEDLOCK

Person to Contact : DUDLEY MEDLOCK

Phone No. (972) 733-6900 / (214) 707-5112 (Hours: 08:00 am/05:00 pm)
Fax No. ()
Email: DMEDLOCK@D-MEDCORP.COM

Remarks : MARK ALL UNDERGROUND FACILITIES AS NECESSARY -->NoResponseTo 093004817 Near
Intersection: MONFORT
NO RESPONSE-093004817 NEED ALL UTILITIES TO RESPOND ASAP WORKING IN
THE FRONT YARD, FROM THE ST BACK APPX 20'- LOC IS ON S SIDE OF RD, E O
F INTER...

DMEDLOCK@D-MEDCORP.COM

Map Cross Reference : MAPSCO 15,E

FaxBack Requested ? NO Lone Star Xref:

093162678 to EMAIL ADDRESS at 13:25:15 on THU, 11/12/09 for XXX #0338

Dudley Medlock

From: TicketCheck@managetickets.com
Sent: Thursday, October 29, 2009 5:09 PM
To: Dudley Medlock
Subject: Ticket Check Status - Ticket #30092406 for

() is as of 10/29/2009 17:08:50 CST on Texas ticket # 30092406 at 5560 CELESTIAL, ADDISON.

If you have any questions or concerns regarding this information, please contact directly.

Disclaimer: This information has been sent to you by the National Ticket Management System (NTMS) on behalf of .

NTMS Provides ticket management solutions to excavators, facility owners, and call centers throughout the country, www.managetickets.com.

PARCEL 3

RIGHT-OF-WAY ABANDONMENT
 DALLAS CITY BLOCK 8166
 THOMAS GARVIN SURVEY, ABSTRACT NO. 524
 ANNEXED TO THE TOWN OF ADDISON
 DALLAS COUNTY, TEXAS
 1,269 SQUARE FEET

LOT 1
22,897
SQUARE FT

LOT 2
55,651
SQUARE FT

BLOCK 1
1.046 AC

1.04 AC
CHRISTIAN
CHAPEL CHURCH

6,856
SQ. FT.

CELESTIAL ROAD
(PUBLIC STREET)

	BEARING	DISTANCE
L1	N 68°01'00" W	120.00'
L2	N 00°00'30" E	11.25'
L3	S 68°01'00" E	123.38'
L4	S 17°26'40" W	10.46'

POINT OF BEGINNING

ROBERT J. DOWNS, JR.
VOL. 72134, PG. 67
D.R.D.C.T.

1.327 AC

2-STORY
BRICK

LOT 1 0.910 AC LOT 2 0.910 AC

BLOCK A/8166
ARMSTRONG ADDITION
VOL. 79050, PG. 1857
M.R.D.C.T.

DUDLEY MEDLOCK
INST. NO. 20060002288
O.P.R.D.C.T.

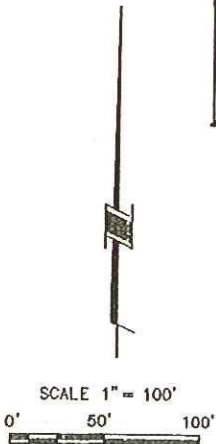
LOT 1, BLOCK 1
2.071 ACRES

LEGEND

- FIR FOUND IRON ROD
- SIR SET IRON ROD
- OPROCT OFFICIAL PUBLIC RECORDS DALLAS COUNTY, TEXAS
- DROCT DEED RECORDS DALLAS COUNTY, TEXAS
- MRDCT MAP RECORDS DALLAS COUNTY, TEXAS
- CM CONTROL MONUMENT

BASIS OF BEARING:
 THE SOUTH RIGHT-OF-WAY LINE OF
 CELESTIAL ROAD AS RECORDED IN
 VOL. 79050, PG. 1857, MAP RECORDS,
 DALLAS COUNTY, TEXAS
 N 68°01'00" W

J.L. LANE RPLS 2509
2717 MOTLEY DR., STE. B
MESQUITE, TX 75150
972-681-4442



TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS PROVIDING FOR THE ABANDONMENT WITHOUT WARRANTY OF THE TOWN'S INTEREST IN A PORTION OF CELESTIAL ROAD AS DESCRIBED HEREIN NEAR THE INTERSECTION OF CELESTIAL ROAD AND WINNWOOD ROAD WITHIN THE TOWN; AUTHORIZING AS MAY BE NECESSARY A CONVEYANCE OF SUCH ABANDONED PORTION TO THE ABUTTING PROPERTY OWNER; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas (the "City"), a home rule municipality, owns an easement for street purposes in Celestial Road, which street runs generally east and west within a portion of the City; and

WHEREAS, at the eastern end of Celestial Road, just west of its intersection with Winnwood Road, the street is of varying widths, and the City desires to establish a uniform width for the street and accordingly to abandon the City's interest in a portion of the street which is no longer needed for public purposes and which is described in Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, the City (i) has exclusive control and authority over its streets and may change a public street (Section 311.001, Tex. Transp. Code), (ii) has authority to abandon and discontinue a City street (Section 1.05, City Charter; Section 311.007, Tex. Transp. Code), (iii) may sell and convey an abandoned part of a street (Section 253.001(a), Tex. Loc. Gov. Code), and (iv) is authorized to convey a street, owned in fee or used by easement, to abutting property owners in the same subdivision (if the land has been subdivided) or to abutting property owner in proportion to their abutting ownership (and the division between owners must be made in an equitable manner), and such conveyance may be for less than the fair market value if the conveyance is with one or more abutting property owners who own the underlying fee simple (Section 272.001(b), (c) Tex. Loc. Gov. Code); and

WHEREAS, the City Council, acting pursuant to law, deems it advisable to abandon only the City's street right-of-way interest (for vehicular and pedestrian traffic) in the Property, which is surplus and is no longer needed for public use, and said Property should be abandoned, relinquished and vacated to the abutting property owner who owns the underlying fee simple title, subject to the provisions set forth herein.

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

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

Section 2. Abandonment. Subject to the provisions set forth in Section 3, below, the Town of Addison does hereby abandon, relinquish and vacate the City's interest for street right-

OFFICE OF THE CITY SECRETARY

ORDINANCE NO. _____

of-way (pedestrian and vehicular traffic) purposes in the Property described and depicted in Exhibit A attached hereto and incorporated herein, such Property being a portion of Celestial Road. Subject to the terms and provisions of this Ordinance, such abandonment is in favor of the owner of the property abutting the Property and owning the underlying fee simple, which abutting property is described in Exhibit B attached hereto and incorporated herein (the "Abutting Property").

Section 3. Extent of Abandonment; No Warranty. The abandonment provided for herein shall apply only to the public right, title, easement and interest that the Town of Addison may lawfully abandon, vacate and relinquish in the Property. Without limiting the foregoing, there is no abandonment of any use of or right to occupy the Property or any portion of the Property by any public utility (including, without limitation, for electric, gas, telephone, fiber optic, and/or cable television purposes). Notwithstanding any other provision of this Ordinance, the Town of Addison makes no warranty or other representation as to title to the Property and the land abandoned.

Section 4. Further Action. If further action is needed in connection with the matters set forth herein, the Mayor of the City is authorized to execute an instrument, in form and content approved by the City Attorney and subject to and in accordance with law, conveying without warranty the City's interest in the Property as abandoned by this Ordinance to the owner of the Abutting Property. This Ordinance is governed by, subject to, and shall be construed in accordance with the laws of the State of Texas and with the City Charter and ordinances of the City, and venue for any action or proceeding in connection with this Ordinance shall lie exclusively in Dallas County, Texas.

Section 5. Recording. The City Secretary is hereby directed to certify a copy of this Ordinance and cause it to be recorded in the Official Public Records of Dallas County, Texas.

Section 6. Effective Date. This Ordinance shall take effect immediately upon passage and approval and it is so ordained.

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

Joe Chow, Mayor

ATTEST:

Lea Dunn, City Secretary

APPROVED AS TO FORM:

John Hill, City Attorney

PARCEL 3

RIGHT OF WAY ABANDONMENT

BEING a tract of land situated in the Thomas Garvin Survey, Abstract No. 524, also being a portion of Celestial Road (a 50' ROW) and a portion of City of Dallas Block No. 8166, Town of Addison, Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for corner in the South ROW line of Celestial Road, said iron rod being in the East line of a tract of land conveyed to Robert J. Downs, Jr. by Deed recorded in Volume 72134, Page 67, Deed Records, Dallas County, Texas and also being at the Northwest corner of Lot 1, Block A/8166, Armstrong Addition, recorded in Volume 79050, Page 1857, Map Records, Dallas County, Texas;

THENCE: North 00 degrees 00 minutes 30 seconds East, departing the South ROW line of Celestial Road, a distance of 11.25 feet to a 1/2 inch iron rod set for corner 25.00 feet from and parallel to the centerline of Celestial Road;

THENCE: South 68 degrees 01 minutes 00 seconds East, being at all times 25.00 feet from and parallel to the centerline of Celestial Road, a distance of 123.38 feet to a 1/2 inch iron rod set for corner;

THENCE: South 17 degrees 26 minutes 40 seconds West, a distance of 10.46 feet to a 1/2 inch iron rod found for corner in the South ROW line of Celestial Road, said iron rod also being at the Northeast corner of said Lot 1, Block A/8166 and the Northwest corner of Lot 2 of said Block A/8166, Armstrong Addition;

THENCE: North 68 degrees 01 minutes 00 seconds West, along the South ROW line of Celestial Road and the North line of said Lot 1, Block A/8166, a distance of 120.00 feet to the PLACE OF BEGINNING and containing 1,269 square feet of land.

July 16, 2009

J. L. LANE
REGISTERED PROFESSIONAL LAND SURVEYOR No. 2509

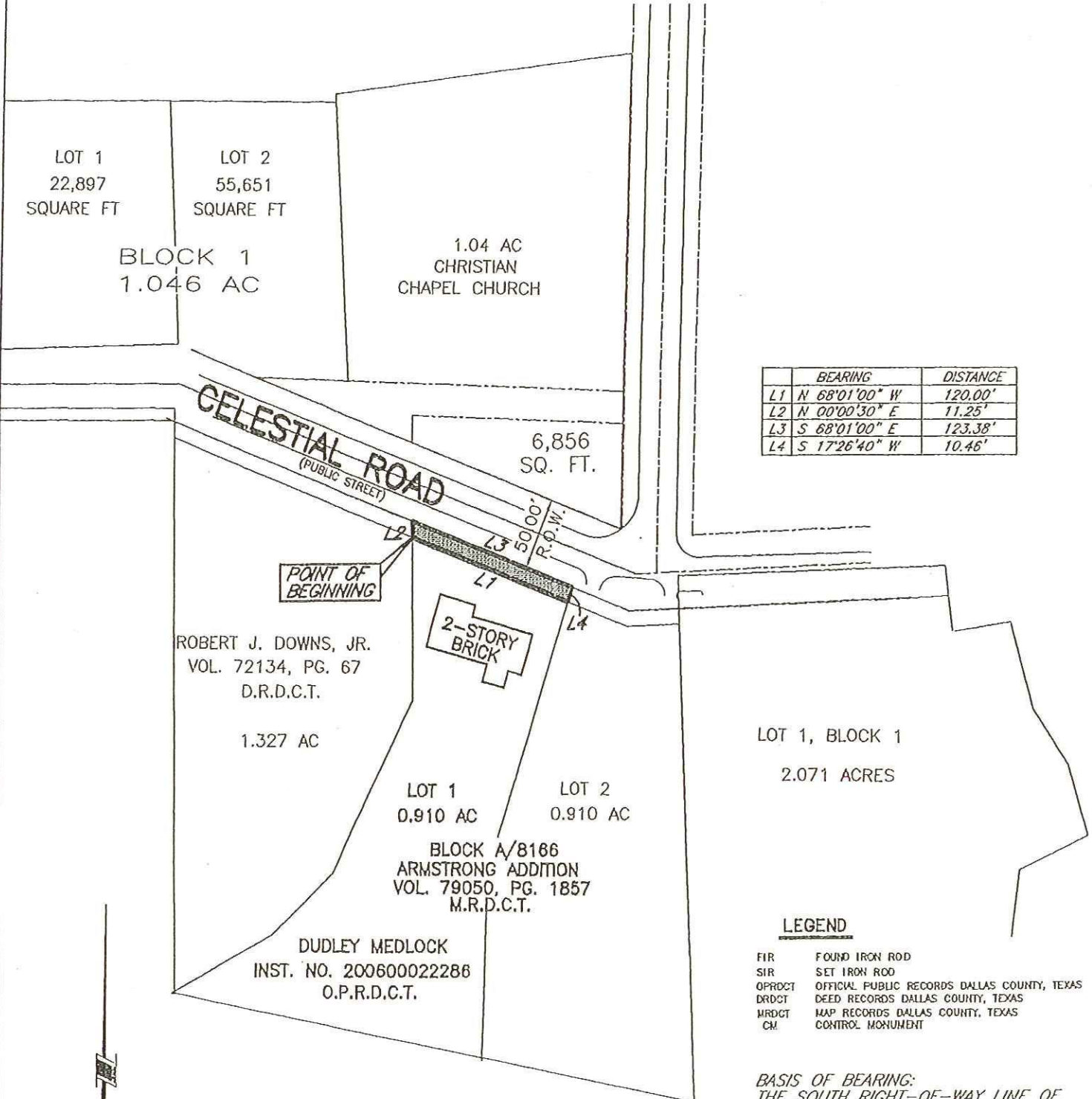
BASIS OF BEARINGS

The South ROW line of Celestial Road as recorded in Vol. 79050, Pg. 1857, Map Records, Dallas County, Texas, North 68 degrees 01 minutes 00 seconds West

EXHIBIT A

PARCEL 3

RIGHT-OF-WAY ABANDONMENT
 DALLAS CITY BLOCK 8166
 THOMAS GARVIN SURVEY, ABSTRACT NO. 524
 ANNEXED TO THE TOWN OF ADDISON
 DALLAS COUNTY, TEXAS
 1,269 SQUARE FEET



	BEARING	DISTANCE
L1	N 68°01'00" W	120.00'
L2	N 00°00'30" E	11.25'
L3	S 68°01'00" E	123.38'
L4	S 17°26'40" W	10.46'

LEGEND

- FIR FOUND IRON ROD
- SIR SET IRON ROD
- OPRODCT OFFICIAL PUBLIC RECORDS DALLAS COUNTY, TEXAS
- DRDCT DEED RECORDS DALLAS COUNTY, TEXAS
- MRDCT MAP RECORDS DALLAS COUNTY, TEXAS
- CM CONTROL MONUMENT

*BASIS OF BEARING:
 THE SOUTH RIGHT-OF-WAY LINE OF
 CELESTIAL ROAD AS RECORDED IN
 VOL. 79050, PG. 1857, MAP RECORDS,
 DALLAS COUNTY, TEXAS
 N 68°01'00" W*

EXHIBIT A

J.L. LANE RPLS 2509
 2717 MOTLEY DR., STE. B
 MESQUITE, TX 75150
 972-681-4442

DATE: 07-06-09
 REV- 7-16-09

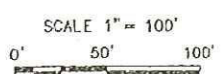


EXHIBIT B

[Description of Abutting Property]

METES AND BOUNDS LEGAL
DESCRIPTION TO BE PROVIDED
BY MR. MEDLOCK

Council Agenda Item: #R 2e

AGENDA CAPTION:

Consideration and approval of a contract with TBG Partners totaling \$27,235 for landscape architecture design services relating to the demonstration garden proposed for the Surveyor Blvd. Elevated Storage Tank site.

FINANCIAL IMPACT:

The Addison Arbor Foundation will provide the funding for the design and portions of the construction. The Foundation Committee committed \$75,000 to the project as matching funds for a \$75,000 Texas Parks and Wildlife Department Small Community Grant. The \$75,000 includes the TBG Partners design fee. The construction will be funded using the Foundation's contribution, possible grant proceeds and Utility capital project funds.

BACKGROUND:

TBG was selected for the design of the Redding Trail extension and the Bush Elementary grounds in accordance with the Town's professional procurement policy. The Arbor Foundation requested a proposal from TBG Partners since they were already providing services for the town. The Surveyor Blvd. Elevated Storage site will provide a critical linkage to the Town's overall trail master plan, so it made sense to the Addison Arbor Foundation Committee to use TBG Partners for this work.

RECOMMENDATION:

The Addison Arbor Foundation Committee and the town staff recommend approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[Attachment for Survey Road Elevated Storage Tank Demo Garden](#)

Type:

Cover Memo



May 18, 2010

Slade Strickland
Director of Parks and Recreation
Town of Addison
P.O. Box 9010
Addison, Texas 75001-9010

Re: Water Tower Demonstration Garden – Town of Addison
Addison, Texas
TBG Project No. D10417

Dear Mr. Strickland:

The Broussard Group, Inc. dba TBG Partners (TBG) is pleased to submit this proposal for professional services in connection with the project referenced above. This agreement is by and between TBG Partners (TBG) and the Town of Addison (Client).

The extent of this project may be generally described as the design and documentation for a new demonstration garden at the proposed corner of Surveyor Boulevard and Arapaho Road. This site is the proposed site for a new elevated water storage tank and parking area currently under design by the town's public works department. The garden will be used to educate the public on water wise landscape practices and water conservation. Components of this new garden will include the following: sustainable theme, featuring native plants and trees, outdoor classroom, picnic area, composting area, interpretive signage and trail amenities. The garden will also contain an irrigation system that features drip irrigation and possible water harvesting technology. TBG will serve as prime consultant for landscape architecture and environmental graphics to the Town of Addison.

SCOPE

TBG's scope will include site improvements to the sites located in Addison, Texas as described above, and will include the following trail related documents, services and improvements:

- A. TBG will act as prime consultant and include landscape architecture and environmental graphics as the core services of this contract.
- B. TBG will not contract with structural engineering and MEP. Drawings will be suitable for bid with the contractor responsible for providing signed and sealed engineering drawings prior to construction.
- C. TBG will work and collaborate with the town's public works department on the site plan and site design.
- D. Provide designs for demonstration garden and landscape and hardscape site design
- E. Provide a new plaza and furnishings at Surveyor Boulevard and Alpha Road, (if desired by the city)

- F. TBG will provide environmental graphics for the garden consisting of plant identification tags, entry signage and educational signage boards limited to two (2).

BASIC SERVICES

TBG's services will consist of the following four (4) tasks, schematic design, design development, construction documents and bidding, including TDLR inspection described as follows. This project is scoped to provide one complete bid and construction package; it is not intended to be bid in multiple packages.

TASK ONE: SCHEMATIC DESIGN

- A. Based upon the survey provided above TBG will visit the site to verify and inventory existing conditions. This will include an assessment of the following:
1. Existing and proposed pedestrian and vehicular circulation
 2. Existing improvements and vegetation, if any
 3. Existing grades and relationship to adjacent areas, land uses and context
- B. TBG will attend and facilitate two (2) kick-off coordination/design workshop meetings with the public works consultants for the site.
- C. TBG will attend up to three (3) other design meetings as needed with possible stakeholders or design team.
- D. TBG will prepare two (2) illustrative site plan options, sections or perspectives to convey the intent of the design
- E. TBG will prepare a preliminary estimate of probable construction cost, based upon the preferred schematic design drawing.
- F. Deliverables will include the prepared illustrative schematic design site plan, and preliminary estimate of probable construction cost, presented to the City. The above documents will be provided to the City in electronic format upon request.

TASK TWO: DESIGN DEVELOPMENT

Based on the written approval of the schematic design drawing and estimate of probable construction cost, TBG will work in coordination with the Town of Addison to provide design development documents consisting of drawings, sketch details, and other documents to fix and describe the size and character of the project as to the elements described above. Design development will include selection of materials and finishes.

- A. TBG will submit to the Town of Addison a refinement of the estimate of probable construction cost.
- B. Deliverables will include three (3) sets of 24" x 36" prints of the design development plans for review by the City.
- C. TBG will present and attend up to four (4) meetings with stakeholders and city staff.

TASK THREE: CONSTRUCTION DOCUMENTS

- A. Based on the written approval of the design development documents and refined estimate of probable construction cost, TBG will prepare, for approval by Town of Addison, construction documents for components consisting of:
 - 1. Cover sheet showing vicinity map for project, signature block, index of drawings and contact list
 - 2. Layout and materials plan(s) providing horizontal control and detail references
 - 3. Grading and drainage plan(s) indicating ties to elevational datums, accessible gradients on walkways, and drainage and connections to underground storm drainage, if any
 - 4. Hardscape and site furnishing details as required
 - 5. Landscape, slope stabilization and irrigation drawings
 - 6. Technical specification sections (Division 2 – 16 as necessary)
- B. Deliverables will include two (2) sets of half-size and three (3) sets of full size, 60% and 95% review prints, as requested by the City.
- C. Final deliverables will include one (1) set of reproducible drawings, one (1) set of unbound technical specifications, and one (1) electronic file of the construction documents in AutoCAD compatible format, as requested by the City.

TASK FOUR: ENVIRONMENTAL GRAPHICS

TBG will work closely with the Client to determine the internal usability requirements, implementation strategy and understanding of the fabrication budget to design an exterior identification signage system. Exterior sign type list is limited to primary identification, plant identification and two educational boards. TBG will assist the owner in the bidding process as well as supervise the implementation of the signage. Final design will be documented into an 11 X 17 format document. This document will organize all fonts, symbols, color palettes, branding elements, logos, material specifications, way finding methodology and individual sign type details. Each sign type section will include general fabrication specifications, usage descriptions, mounting details and scale drawings including elevations, plan views, end views and necessary sections to fully illustrate design intent and proper usage. This document will serve as the reference during the bidding process. Fabrication drawings will consist of sign sizes, sign location plans, sign message schedules and fabrication and installation information.

TASK FIVE: BIDDING AND NEGOTIATION

Based on the approved construction documents, TBG will provide bidding services to include the following:

- A. Prepare a bid form in a format provided by the City
- B. Hold pre-bid meeting at the Town of Addison's offices
- C. Answer questions during the bidding process, as needed
- D. Issue addendum if required



SPECIAL SERVICES:

Special services are services that currently are not part of this contract but can be added upon the request of the Town of Addison. At the time of this request TBG and the Client will either negotiate a fixed rate fee or hourly agreement to perform Task Five.

TASK SIX: CONSTRUCTION OBSERVATION

During construction, TBG will review submittals and shop drawings as required and as requested

SITE VISITS

TBG will make twelve (12) site visits, to observe contractor progress and plan compliance. Additional visits will be considered additional services. These visits will consist of the following

Pre-construction	1
Grading	2
Trail alignment	3
Hardscape	2
Planting and irrigation	3
Final punch	1
Total site visits	12

LIMITATIONS

Limitations to the work are as follows:

- A. Boundary survey
- B. Civil and architectural site plans
- C. Engineering other than that specifically stated in proposal



FEES

For the basic services outlined above, the town of Addison agrees to pay TBG a fee of **(\$27,235)**, to be billed monthly as a percentage of the work completed. The fee is broken down as follows and detailed in Exhibit A.

Task One: Schematic Design	\$ 5,025
Task Two: Design Development	\$ 5,540
Task Three: Construction Documents	\$ 9,755
Task Four: Environmental Graphics	\$ 5,000
Task Five: Bidding	\$ 515
Task Six: Construction Observation	Special service if requested
<u>Estimated reimbursable costs</u>	<u>\$ 1,400</u>
Total Fee	\$ 27,235

REIMBURSABLES

The following costs shall be reimbursed as part of the contract. These costs are estimated not to exceed **\$1,500** without further approval from the Client and include the following:

- A. Cost of copies for drawings, specifications, reports, cost estimates, xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this contract
- B. Travel associated with the project, including, but not limited to, mileage (\$0.50/mile), airfare, automobile rental, hotel and meals
- C. Cost of postage and shipping expenses other than first class mail
- D. Long-distance telephone and facsimile charges
- E. Photographic services, film and processing
- F. Cost of digital scanning
- G. Cost of printing for small and large format plots black and white as well as color plots
- H. Cost of models, special renderings, promotional photography, special process printing, special equipment, special printed reports or publications, maps and documents approved in advance by the Client
- I. Fees for additional consultants retained with the approval of the Client



ADDITIONAL SERVICES

Additional services must receive written authorization from the client before being performed. The following hourly rates will be utilized for additional services:

STAFF I	\$35 - \$45
STAFF II	\$50 - \$70
STAFF III	\$75 - \$95
STAFF IV	\$ 100 - \$125
STAFF V	\$ 130 - \$200

We look forward to the opportunity of working with you. Please do not hesitate to call if you have any questions or need additional information.

Sincerely,

Mark T. Meyer, RLA
Principal

Accepted: City Manager

BY _____ DATE _____

Accepted: Director of Parks and Recreation

BY _____ DATE _____

The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701, telephone (512) 305-9000, has jurisdiction over individuals licensed under the Architects Registration Law, Article 249.a, and the Landscape Architects Registration Law, Article 249.c, Vernon's Texas Civil Statutes.

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CONTRACT TERMS AND CONDITIONS

A. Effective Date Payment

This agreement will become effective upon its execution by client or when client provides written authorization to TBG to begin its work.

B. Standard of Care

TBG will perform its services in accordance with the standard of care expected of landscape architects doing projects of similar scope in the State of Texas. In performing these services, TBG cannot ensure perfection and therefore does not make any warranties, either expressed or implied, as to the quality of its services or of its drawings. To the extent that TBG is relying upon documents supplied to it by the owner or the owner's consultants, it will be entitled to rely upon the accuracy of those documents in preparing its drawings.

C. Parties to this Agreement

This is a professional services agreement which TBG is entering into for the exclusive benefit of the client. There are no third-party beneficiaries of this agreement, and both TBG and client agree not to assign, transfer, subcontract, or otherwise convey this agreement or any causes of action which arise under it without the express written consent of the other party.

D. Statements and Payment

Fees for professional services and reimbursable expenses will be invoiced to the client monthly based on the percentage of the work completed for each task. A task-by-task description of work performed will be submitted with each invoice at client's request. TBG reserves the right to suspend services in the event that invoices exceeding a total amount of \$5,000 remain unpaid for more than thirty (30) days.

E. Termination

The client may terminate this agreement upon written notice to TBG, in which event client will compensate TBG for all work performed by TBG prior to termination.

TBG may terminate this agreement upon ten (10) days' written notice to owner after the occurrence of any of the following:

1. The client's failure to pay TBG's invoices within thirty (30) days;
2. Suspension of the project for more than sixty (60) days;
3. The client's material default of any terms of this agreement; or
4. The client's failure to execute this agreement.

F. Risk Allocation

TBG will be responsible only for its own work and not for defects in the work designed or built by others.

G. Dispute Resolution

As a condition precedent to either client or TBG's filing of any claim in litigation, the President of TBG and the client will meet within thirty (30) days of a request by either party to attempt to resolve the dispute (unless suit must be filed within the said thirty (30) day period in order to avoid the application of a statute of limitations or for a similar reason). TBG will not be required to participate in any mediation or arbitration proceeding with any parties other than the client without TBG's consent (except that TBG hereby consents to participation by the Town of Addison in any such mediation or arbitration). In the event of a dispute, neither TBG nor client will be entitled to the

award of attorneys' fees. Venue for any dispute arising out of the services provided by TBG under this agreement will be exclusively in the District Court of Dallas Travis County, Texas. Any applicable statute of limitations will commence to run and any cause of action will be deemed to have accrued not later than the date of substantial completion of the project on which TBG's services are provided.

H. Revised Project Budget

If the project budget defined by the scope of services is increased or decreased by more than ten percent (10%) after the design/development phase of the work, the time and effort required to redesign the project within the new budget will be considered additional services to this agreement.

I. Additional Services

Additional services are services that may be needed by the client, but which are not included in the basic services. Additional services will be provided only with prior approval of the client, and include but are not limited to the following:

1. Preparation and presentation of graphic exhibits other than those described in the basic scope of services.
2. Revisions and changes in drawings, specifications or other documents previously given by the client, or the preparation of alternates or deductive change orders requested by the client.
3. Preparation of record drawings or of measured drawings of existing conditions.
4. Providing prolonged construction observation should the construction time be substantially extended through no fault of TBG.
5. Providing services if, in Guaranteed Maximum Price (GMP) projects, the construction budget for TBG scope items is reduced through no fault of TBG.

Addison Water Tower Demonstration Gardens
Addison Arbor Foundation

Exhibit A

TBG Partners - Proposed Task / Fee Matrix

May 18, 2010

Task	Manhours (by Position)	Extended Fee Estimate (by Task)
Special Services		
Sub - Consultant Services		
PPO Structural		Design Build - not part of contract
AOS MEP		Design Build - not part of contract
Total Fee Estimate - Sub - Consultant Services		\$0.00
Basic Services		
TBG Partners		
Task One - Schematic Design		
Site Visit / Inventory and Analysis		
Principal @ \$140.00	2	\$280.00
Associate @ \$75.00	2	\$150.00
Kick-off meetings (1)		
Principal @ \$140.00	3	\$420.00
Associate @ \$75.00	3	\$225.00
Stakeholder meetings (2)		
Principal @ \$140.00	2	\$280.00
Associate @ \$75.00	2	\$150.00
Site Design		
Principal @ \$140.00	4	\$560.00
Staff @ \$50.00	24	\$1,200.00
Illustrative Graphics - Plans, Sections and Elevations		
Principal @ \$140.00	2	\$280.00
Staff @ \$50.00	18	\$900.00
SD Cost Estimate		
Principal @ \$140.00	2	\$280.00
Staff @ \$50.00	6	\$300.00
Subtotal Fee Estimate - Schematic Design		\$5,025.00
Task Two - Design Development		
Materials Research / Selection		
Senior Associate @ \$95.00	8	\$760.00
Staff @ \$50.00	24	\$1,200.00
Site Grading / Drainage Design		
Senior Associate @ \$95.00	4	\$380.00
Staff @ \$50.00	24	\$1,200.00
Outline Specifications		
Principal @ \$140.00	1	\$140.00
Senior Associate @ \$75.00	4	\$380.00
Clerical @ \$35.00	6	\$210.00
Updated Cost Estimate		
Senior Associate @ \$95.00	2	\$190.00
Staff @ \$50.00	12	\$600.00
Clerical @ \$35.00	8	\$280.00
Printing / Set Compilation		
Staff @ \$50.00	4	\$200.00
Subtotal Fee Estimate - Design Development		\$5,540.00
Task Three - Construction Documents		
Cover Sheet		
Staff @ \$50.00	4	\$200.00
Layout and Materials Plans		
Principal @ \$140.00	4	\$560.00
Senior Associate @ \$95.00	4	\$380.00
Staff @ \$50.00	32	\$1,600.00
Grading and Drainage Plans		
Principal @ \$140.00	2	\$240.00
Senior Associate @ \$95.00	4	\$380.00
Staff @ \$50.00	40	\$2,000.00
Hardscape Plans		
Principal @ \$140.00	2	\$280.00
Senior Associate @ \$95.00	4	\$380.00
Staff @ \$50.00	36	\$1,800.00
Specifications (Technical Sections Only)		
Principal @ \$140.00	1	\$120.00
Senior Associate @ \$95.00	2	\$190.00
Associate @ \$75.00	4	\$300.00
Clerical @ \$35.00	6	\$210.00
Updated Cost Estimate		
Principal @ \$140.00	1	\$140.00
Senior Associate @ \$95.00	2	\$190.00
Staff @ \$50.00	4	\$200.00
Clerical @ \$35.00	1	\$35.00
Printing / Bid Set Compilation		
Associate @ \$75.00	2	\$150.00
Staff @ \$50.00	2	\$100.00
TDLR Coordination		
Associate @ \$75.00	4	\$300.00
Subtotal Fee Estimate - Construction Documents		\$9,755.00
Task Four - Environmental Graphics		
TBG Environmental Graphics	Lump Sum	\$5,000.00
Task Five - Bidding and Negotiation		
Coordination Prepare bid Format		
Principal @ \$140.00	1	\$140.00
Senior Associate @ \$75.00	3	\$225.00
Staff @ \$50.00	3	\$150.00
		\$515.00
Special Services		
Construction Phase Services		
Site Visits (8 at 3 hours each)		
Senior Associate @ \$95.00		To Be Determined - if requested
Total Manhour Estimate (by Task Estimate)		\$25,835.00
Reimbursable Expenses		\$1,400.00
Total Estimate - Fees and Reimbursable Expenses		\$27,235.00

Council Agenda Item: #R3

AGENDA CAPTION:

Discussion and consideration of approval of an agreement between the Town of Addison and Metrocrest Social Services in the amount of \$50,000 regarding the provision of services by Metrocrest Social Services to the Town.

FINANCIAL IMPACT:

NA

BACKGROUND:

NA

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R4

AGENDA CAPTION:

Presentation of Police department Certificate of Merit awards to Mike Hardin, Police Officer and Mike Meharg, Detention Supervisor.

FINANCIAL IMPACT:

NA

BACKGROUND:

NA

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R5

AGENDA CAPTION:

Appointment of a Member to the Planning and Zoning Commission.

FINANCIAL IMPACT:

NA

BACKGROUND:

Commissioner Jennifer Hewitt's first term on the Planning and Zoning Commission will expire on May 27, 2010. Commissioner Hewitt's appointment belongs to Council Member Clemens.

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R6

AGENDA CAPTION:

Presentation of the Charter Review Commission's Final Report by Ms. Linda Groce, Charter Review Commission Chairman.

FINANCIAL IMPACT:

NA

BACKGROUND:

The Charter Review Commission was appointed by the Council in January of this year. It has held eight public meetings and five public hearings on possible amendments to the Town's Charter. The Commission has completed its report and recommendations to the Council.

RECOMMENDATION:

NA

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[Charter Review Commission Final Report](#)

Type:

Backup Material

TOWN OF ADDISON

CHARTER REVIEW COMMISSION

FINAL REPORT

May 5, 2010

TOWN OF ADDISON
2010 CHARTER REVIEW COMMISSION
FINAL REPORT
TABLE OF CONTENTS

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Section 1

EXECUTIVE SUMMARY

1.1 BACKGROUND

In accordance with Section 11.29 of the Charter, the Addison City Council in early 2010 appointed a Charter Review Commission. This Commission first met on February 3, 2010. A Chair Person and Vice Chair were elected and a methodology for proceeding with review of the Charter was agreed upon.

A series of meetings was held to review all sections of the Charter. As a matter of procedure, each meeting leading up to those devoted to preparation of a draft and final report was opened with a public hearing; all public comments concerned the sale of alcohol in one form or another.

This document is the final report of that Commission.

1.2 RECOMMENDATIONS

The changes recommended by the Commission fall into two major categories.

First, in a change to Charter Section 11.04, the Commission unanimously recommends that an exception to the restrictions on sale of alcoholic beverages be made to permit the sale of beer and wine for off-premises consumption, subject to zoning ordinances and regulations of the city.

Second, the Commission recommends a number of other changes to reflect streamlining, editing, updating, clarifications and elimination of inconsistencies.

1.3 OVERVIEW

In addition to the Executive Summary, this report details Commission membership and Addison staff support, provides the rationale for recommended changes to sale of alcohol restrictions, contains a discussion of term limit considerations, and lists proposed revisions to other Sections of the Charter.

Section 2

COMMISSION CHAIR, MEMBERS AND STAFF SUPPORT

2.1 COMMISSION CHAIRS

Linda Groce – Chairman*

David Griggs – Vice Chairman

2.2 COMMISSION MEMBERS

Bruce Arfsten

Kelly Blankenship

Burk Burkhalter

Margie Gunther

Susie Hayes

Neil Hewitt*

Lance Murray*

Suzie Oliver

Bill Perry*

Roy Stockard

*Member of the Charter Review Commission Final Report Sub-Committee

Paula Ransom**

Neil Resnik**

**Resigned

2.3 STAFF SUPPORT

Carmen Moran – Staff Liaison

Lea Dunn

John Hill

Jason Mathis

Section 3

RATIONALE FOR CHANGE TO RESTRICTION ON SALE OF ALCOHOLIC BEVERAGES

3.1 HISTORY

In 1975, Addison voters approved the sale of alcoholic beverages within the City for on-premises and off-premises consumption. In 1982, the voters approved a restriction on the location of the sale for off-premises consumption to the area on the west side of Inwood Road between the southern city limits and the southern side of Belt Line Road. This restriction was included in the Charter as Section 11.04.

Prior to 1987, Texas cities generally had the authority to regulate the locations of the sale of alcoholic beverages. In 1987, the Texas Legislature (per Section 109.57 of the TABC Code) preempted cities' authority to regulate such sales. However, municipal regulations in effect prior to TABC Section 109.57 enactment were "grandfathered" by Subsection (c) of the statute. Thus Section 11.04 of the Charter was not preempted and remains valid.

3.2 CURRENT TIMES

The Commission held a public hearing at the start of each Commission meeting. At the March 10 meeting, there were 10 speakers, 3 of which represented businesses or groups; 9 of the 10 speakers spoke in favor of expanding alcohol sales beyond the Inwood Road area. At the March 31 meeting there were 5 speakers, 3 representing businesses or groups; 3 were in favor of changes and 2 were opposed. All of those businesses that expressed an interest in loosening the alcohol restrictions were only interested in selling beer and wine and expressed no desire to sell distilled spirits.

Those that were in favor included comments such as:

- Beer and Wine are keys to attracting new retail development
- Residents would prefer buying locally as a matter of convenience and to spend their money in Addison versus neighboring communities
- A feeling that a lack of strong retail development contributed to decline in residential property values
- The hope of rejuvenating sales and property tax revenues
- Addison's commercial property is seen as less desirable than surrounding communities due to Charter restrictions

- Charter Section 11.04 is outdated and not in step with current shopping habits of the retail consumer

Those opposed included comments such as:

- The existing arrangement works and has stood the test of time
- By having all alcohol sales for off-premises consumption along Inwood Road, policing for alcohol related offenses is simplified and more cost effective
- Liquor sales are kept out of convenience stores and gas stations
- Due to complexity of the laws, a change in the Charter language could result in key issues, such as where and what type of alcohol is sold, being decided in the courts
- One speaker objected to letting the Addison voters decide the matter

The Commission discussed other relevant points including the following:

- Competition for retail development from the north
- The impact of potential Dallas city-wide beer and wine sales
- The possibility of attracting high-end grocery stores
- Improvement of business prospects for existing grocers
- Consumer personal spending habits and statistics
- Liquor stores are not a major generator for offense reports and arrests

The Commission digested all input and, after much deliberation, reached the conclusion that a change in the Addison approach to sale of alcoholic beverages for off-premises consumption would be beneficial to the town, its residents, businesses and visitors.

3.3 COMMISSION PREFERENCE FOR BEER AND WINE

The Commission discussed several different options relating to changes in the approach to sell alcohol. It reached a unanimous consensus to recommend an exception to the existing Charter Section 11.04 restrictions to permit the sale of beer and wine for off-premises consumption, subject to zoning ordinances and regulations of the city, while continuing to restrict the sale of distilled spirits to the Inwood Road area.

3.4 IMMEDIATE IMPACT

Unlike surrounding communities that have held local option elections to immediately authorize the sale of beer and wine according to current TABC regulations, should the Addison voters approve the recommended Charter change, no additional businesses will be immediately authorized to sell beer and wine. In addition to TABC regulations, any Addison business outside the current Inwood Road area that wishes to sell beer and wine will be subject to the same zoning requirements and Special Use Permit (SUP) approval process as those currently in the Inwood Road area.

3.5 POTENTIAL LEGAL CHALLENGES

Current state code does allow amending a Charter provision such as Addison's Section 11.04 as long as the amended provision is "less restrictive". Given that Addison is the only city in the entire state of Texas that is allowed to regulate alcohol sales in this manner, it is possible that the amended Charter provision may be challenged. The Commission thoroughly discussed the possible ramifications of legal challenges to a potential change in the Charter and posed different questions testing the strength of the Commissioners' resolve in wanting to allow the city-wide sale of beer and wine. The majority of the Commissioners by a 9 to 3 vote were in favor of the Charter being changed even if a legal challenge invalidated Charter Section 11.04 grandfather clause and resulted in sales of distilled spirits city-wide, in addition to beer and wine.

3.6 CONCLUSION

The Commission was unanimous in its recommendation to open the entire city to beer and wine sales, subject to zoning restrictions and regulations, and a clear majority of Commissioners favored moving ahead with amending the Charter, even in the face of potential legal challenges. However, it was split on the best way to amend Charter Section 11.04. Two approaches were considered:

1. Retain the existing wording and simply add an exception clause for beer and wine at the end of the Section.
2. Add severability language in addition to the exception clause that would express a preference for reverting to the status quo if the beer and wine only exception were rejected in a legal challenge.

In the favorable event that the City Council proceeds with an election to amend the Charter to allow for the sales of beer and wine for off-premises consumption, the Commission is confident that the members of the Council, with appropriate input from their legal advisors, will choose the best language to present to the voters.

Section 4

TERM LIMITS

4.1 DISCUSSION

Term limits were discussed at length (Charter Section 8.04).

In a straw vote to determine if term limits should be kept and not eliminated, 10 of 11 Commissioners voted in favor of keeping some form of term limits.

The Commission also discussed the idea of extending the number of consecutive terms allowable (Charter Section 8.04h). The main benefit of extending the number of consecutive terms was the opportunity for members of the Council to establish better relationships in regional governmental organizations. In a straw vote regarding discussion of extending the number of terms for the Mayor and Council Members from a maximum of three consecutive terms to four, the following results were recorded, from the 11 Commissioners present:

- 5 voted that the Mayor be allowed to serve four consecutive terms
- 2 voted that Council Members be allowed to serve four consecutive terms

4.2 CONCLUSION

Thus, since there was no majority reached in regard to making any changes, the Commission decided to recommend no revision to term limits in Section 8.04.

Section 5

OTHER PROPOSED REVISIONS TO THE CHARTER

The Commission recommends a number of changes to the Charter in addition to the one related to sale of alcohol as presented Section 2. These other changes reflect the need for streamlining, editing, updating, clarification, and elimination of inconsistencies. Most relate to simple “clean up”, with the exception of those for Charter Sections 2.10, 6.02, 7.02, and 11.26. Proposed changes for these four are more substantive.

A brief discussion follows each recommended change describing reasons for recommending those changes.

Section 2.01. Number.

The legislative and governing body of the Town shall be a City Council which shall be composed of a mayor and six (6) council members. When used in this Charter, the term “Council” shall mean the City Council, and the phrase “member of the Council” and the phrase “member of the City Council” shall mean and include the Mayor or any council member. (Ord. No. 088-032, § 1, Prop. 2, 7-12-1988, election 8-13-1988; Ord. No. 092-073, 11-24-1992, election 1-16-1993)

DISCUSSION: effort to clear up ambiguity between the terms Council and City Council.

Section 2.02. Qualifications.

The members of the City Council shall be qualified voters of the Town of Addison who have been residents of the Town for at least twelve months~~one year~~ immediately preceding election day and who shall never have been finally convicted of a felony offense or any offense involving moral turpitude from which the person has not been pardoned or otherwise released from the resulting disabilities.

(Ord. No. 088-032, § 1, Prop. 2, 7-12-1988, election 8-13-1988)

DISCUSSION: provide clarity as to how long a candidate has to reside in the city prior to an election

Section 2.05. Vacancies in Council.

A single vacancy in the office of Council member shall be filled by a majority vote of the remaining members of the Council within thirty (30) days of the vacancy, or as soon thereafter as

practicable, at a meeting subsequent to the date on which the vacancy occurs. The person selected shall not be one of the remaining members of the Council and once chosen, he shall serve until the next general town election shall be held to fill the unexpired term or regular term, as the case may be. Provided, however, that if a vacancy occurs when the unexpired term of the vacated office shall exceed one (1) year, and if such since any vacancy which occurs does not allow, under Texas law, sufficient time for an election to be ordered to fill the vacancy at the same time as the next within forty five (45) days prior to a general Town election, and so does not allow time for candidates to file for such a vacated Council position, the appointment to fill such a vacancy shall be made within thirty (30) days after the election, or as soon thereafter as practicable, and not before the election. When two (2) or more vacancies exist when there is not sufficient time under Texas law to order and hold a special election to fill such vacancies, a special election shall be ordered and held in accordance with Texas law to elect successors to fill the vacated unexpired terms as soon as possible after such vacancies exist, provided that if such vacancies occur within ninety (90) days prior to a regular Town election, then such successors shall be elected at such regular Town election. When two (2) or more vacancies occur within forty five (45) days prior to such regular Town election and there is insufficient time for candidates to file for the vacated Council positions, a special election shall be held as soon as possible after the regular general Town election.

(Ord. No. 088-032, § 1, Prop. 2, 7-12-1988, election 8-13-1988)

DISCUSSION: provide clarity and make section consistent with State Law

Section 2.06. Mayor.

The Mayor shall preside at meetings of the Council, shall be recognized as head of the Town government for all ceremonial purposes and by the governor for purposes of military law but shall have no administrative duties. The Mayor may participate in the discussion of and shall be entitled to vote on all matters coming before the Council. A vacancy in the office of Mayor shall be filled by the Council members in the same manner as provided in Section 2.05 except that one of the remaining Council members may be selected as Mayor.

DISCUSSION: provide clarity

Section 2.08. Powers of the City Council.

All powers of the Town and the determination of all matters of policy shall be vested in the City Council. Without limitation of the foregoing and among the other powers that may be exercised by the City Council, the following are hereby enumerated for greater certainty:

- a. Appoint and remove the City Manager as hereinafter provided;
- b. Reserved;
- c. Adopt the budget of the Town;
- d. Authorize the issuance and sale of bonds, by a Bond Ordinance;

- e. Collectively inquire into the conduct of any office, department or agency of the Town and make investigations as to Municipal affairs;
- f. Appoint the members of the Planning and Zoning Commission;
- g. Provide for such additional boards and commissions, not otherwise provided for in this Charter, as may be deemed necessary, and appoint the members of all such boards and commissions. Such boards and commissions shall have all powers and duties now or hereafter conferred and created by this Charter, by Town Ordinance or by law;
- h. Adopt and modify the zoning plan and the building code of the Town;
- i. Adopt and modify the official map of the Town;
- j. Adopt, modify and carry out plans proposed by the Planning and Zoning Commission for the replanning, improvement and redevelopment of any area or district which may have been destroyed in whole or in part by disaster;
- k. Adopt, modify and carry out plans proposed by the Planning and Zoning Commission for the clearance of slum districts and rehabilitation of blighted areas;
- l. Regulate the speed of engines, locomotives or other power-driven equipment operating upon tracks, rail, or defined routes, either at ground level, overhead or underground within the limits of the Town, and to regulate the operation of the same so as to prohibit the blocking of intersections, streets, alleys, avenues or impeding the free flow of vehicular traffic or pedestrians;
- m. Regulate, license and fix the charges or fares by any person, firm or corporation owning, operating or controlling any vehicle ~~or of any~~ character used for the carrying of passengers for hire or the transportation of freight for hire on the public streets and alleys of the Town;
- n. Provide for the establishment of districts and limits, except as otherwise provided hereinafter; within the Town, where the sale of spirituous, vinous and malt liquors may be located and maintained; and to prohibit the sale of such liquors or the locations of such businesses without such defined districts or limits;
- o. Provide for the establishment and designation of fire limits and prescribe the kind and character of buildings or structures or improvements to be erected therein, and provide for the erection of fireproof buildings within said limits, and provide for the condemnation of dangerous structures or buildings or dilapidated buildings, or buildings calculated to increase the fire hazard and prescribe the manner of their removal or destruction within said limits;
- p. Provide for a sanitary sewer and water system, and require property owners to connect their premises with sewer system, and provide for penalties for failure to make sanitary sewer connections;
- q. Provide for sanitary garbage disposal, and set fees and charges therefor, and provide penalties [for failure] to pay such fees and charges. To define nuisances; and, to prohibit same; and provide penalties for violations;

- r. Provide for all necessary public utilities and set fees and charges therefore [therefor] and provide penalties for misuses of same;
- s. Exercise exclusive dominion, control and jurisdiction, (including the right to close and abandon streets and alleys), in and upon, over and under, the public streets, avenues, sidewalks, alleys, highways, boulevards and public grounds of the Town; and, provide for the improvement of same, as provided in V.T.C.A., Transportation Code ch. 313, as now, or hereafter amended;
- t. Compromise and settle any and all claims, demands, and lawsuits, of every kind and character, in favor of, or against, the Town of Addison;
- u. To require bonds, both special and general, for all contractors and others constructing or building for the Town, and set up standards, rules, and regulations therefor;
- v. To pass Ordinances defining and prohibiting misdemeanors and vagrancy; and, provide penalties for violations;
- w. To provide and/or arrange for any and all "Civil Defense Measures," and "Public Shelter Measures" for the Town of Addison, Texas, and for the citizens thereof, deemed necessary for the Public Welfare;
- x. To exercise, or delegate to the Mayor, extraordinary and total Executive powers, (on a temporary basis), during the existence and duration of any major public disaster, for the Public Welfare;
- y. Appoint Judge of Municipal Court;
- z. Provide for an independent audit.

DISCUSSION: correct grammar errors and typos

Section 2.09. Interference in administrative matters.

Except as herein provided in this Charter, the Council ~~and its members~~ shall deal with the administrative departments and personnel solely through the City Manager, and no member of neither the Mayor, the Council, nor any member thereof shall give directives to any subordinate of the City Manager, either publicly or privately. Neither the Council nor any member of the Council, nor any of its committees of the Council or members shall require or attempt to require the appointment of any person to, or his removal from, office or employment by the City Manager or any of his subordinates, or in any manner interfere in the appointment of officers and employees in the department of administrative service vested in the Manager by this Charter.

(Ord. No. 088-032, § 1, Prop. 1, 7-12-1988, election 8-13-1988)

DISCUSSION: provide clarity and uniformity for use of terms

Section 2.10. Meetings of the City Council.

In at least 11 months of the year, ~~The~~ City Council shall hold at least one or more regular meeting in each month at a time to be fixed by it for such regular meetings, and may hold as many additional meetings during the month as may be necessary for the transaction of the business of the Town and its citizens. Except as allowed by state law, all meetings of the City Council shall be open to the public and shall be held and notice given in accordance with applicable provisions of State law. Meetings shall be held at the Town Hall, except that the City Council may designate another place for such meetings and shall take such action as is reasonable and necessary to accommodate the public. Special meetings of the Council may be called by the Mayor or four (4) Council members giving written notice of such meetings to the City Secretary, who shall notify each member of the Council and the City Manager of the time and place of each meeting and the purpose for which it was called.

(Ord. No. 088-032, § 1, Prop. 2, 7-12-1988, election 8-13-1988; Ord. No. 092-073, 11-24-1992, election 1-16-1993)

State law reference-Open meetings and notices thereof, V.T.C.A., Government Code ch. 551.

DISCUSSION: provide consistency with current practice

Section 2.17. Induction of Council into office.

The first meeting of each newly elected Council, for induction into office, shall be the next regular meeting following its election. At such meeting, the first order of business shall be the canvassing of returns, declaring the results and the swearing in of such newly elected ~~Council~~ members of the Council.

DISCUSSION: provide consistency on terms used throughout Charter

Section 4.06. City Secretary.

The City Council shall appoint an officer of the Town, who shall have the title of City Secretary. The City Secretary shall give notice of the Council meetings, shall keep minutes of its proceedings, shall authenticate by his ~~or her~~ signature and record in full in a book kept for the purposes of all Ordinances and Resolution and shall perform such other duties as shall be required by this Charter or by the City Manager. He ~~or she~~ may be removed from office by the City Council. To perform the City Secretary's duties during his ~~or her~~ temporary absence or and disability, the City Manager may appoint an assistant City Secretary until he ~~or she~~ shall return or ~~their~~ his disability shall cease.

(Ord. No. 084-043, § 1, Prop. 2, 6-26-1984, election 8-11-1984)

DISCUSSION: eliminate cumbersome gender wording and improve clarity

Section 5.09. Certification; copies made available.

A copy of the budget, as finally adopted, shall be filed with the City Secretary, Dallas County Clerk, and the State Comptroller of Public Accounts at Austin. The final budget shall be printed, ~~mimeographed~~ or otherwise reproduced and sufficient copies shall be made available for the use of all offices, agencies and for the use of interested persons and civic organizations.

DISCUSSION: eliminate reference to an out-dated technology

Section 5.16. Where payable; no demand necessary.

All taxes shall be payable at the office of the Collector and Assessor of taxes in the Town of Addison ~~at the Finance building~~ or at such other places ~~in the Town of Addison~~ as may be specifically designated by the Council.

No demand for such taxes shall be necessary, but it is the duty of the taxpayer to make such payment of such taxes in ~~cash~~ United States currency, or by such other method as approved by the City Council, within the time specified.

(Ord. No. 088-032, § 1, Prop. 5, 7-12-1988, election 8-13-1988)

DISCUSSION: provide consistency with current practice

Section 5.27. Payment, delinquency, penalties.

The taxes herein and hereby authorized to be levied shall become due and payable October 1 of the year assessed, and the same shall be payable in ~~cash~~ United States currency, or by such other method as approved by the City Council, at the office of the Assessor and Collector of taxes or at such other places as may be specifically designated by the Council. Taxes shall be deemed and become delinquent if not paid prior to February 1, the year following assessment, and such delinquent taxes shall be subject to a penalty and shall bear interest at the rates prescribed by Ordinance of the City Council. In addition to such penalties and interest, a delinquent taxpayer shall be subject to the payment of all costs and expenses that may be incurred in the collection of such taxes through any method provided by this Charter and/or the laws of the State of Texas, and such penalties and interest shall be collected in the same manner as other taxes. The Council may by Ordinance provide that all taxes, either current or delinquent, due to the Town of Addison may be paid in installments except that such installments shall not exceed, one year.

DISCUSSION: provide consistency with current practice

Section 5.28. Tax levy and lien.

A lien is hereby created on all property, personal and real, in favor of the Town of Addison, for all taxes, ad valorem, occupation or otherwise. Said lien shall exist from the first day of January ~~first~~ in each year until the taxes are paid. Such lien shall be prior to all other claims, and no gift, sale, assignment or transfer of any kind, or judicial writ of any kind, can ever

defeat such lien, but the Assessor and Collector of taxes can pursue such property, and whenever found out, may seize and sell enough thereof to satisfy such taxes.

DISCUSSION: provide consistency with current practice

Section 6.02. Franchises; power of the City Council.

The City Council shall have power by Ordinance to grant, amend, renew and extend, all franchises of all public utilities of every character operating within the Town of Addison. A summary of ~~All~~ Ordinances granting, amending, renewing, or extending franchises for public utilities shall be read at two (2) separate regular meetings of the City Council, and any such Ordinance shall not be finally passed until thirty (30) days after the first reading; and no such Ordinance shall take effect until thirty (30) days after its final passage; and pending such time, the full text a summary of such Ordinance shall be published once a week for four (4) consecutive weeks in the official newspaper of the Town of Addison, and the expense of such publication shall be borne by the proponent of the franchise, and shall be posted for a period of four (4) consecutive weeks at the regular place of posting of City Council meeting agendas. No public utility franchise shall be granted for a term of more than twenty (20) years; nor shall same be transferable, except with the approval of the City Council, expressed by Ordinance.

DISCUSSION: - staff recommended change to simplify cumbersome franchise approval process and the Commission unanimously agreed.

Section 6.05. Grant not to be ~~in~~exclusive.

No grant, contract, or franchise, to construct, maintain, or operate a public utility, for or in Addison, Texas, and no renewal or extension of such grant, contract, or franchise, shall be exclusive.

DISCUSSION: correct typo

Section 7.02. Development of property.

The City Council ~~may encourage~~shall cooperate in every manner possible with persons interested in the development of property, promote economic development, and stimulate business and commercial activity, within, or beyond, the Town limits, in accordance with Texas law. ~~No expenditure of public funds, however, shall be authorized for the development of privately owned subdivisions, situated within or beyond the corporate limits of the Town; except, (where feasible for the Town) for the extension of utilities or services to such areas.~~

DISCUSSION: strike prohibition of participation in privately owned subdivisions, and reword language on cooperation of the town with persons interested in developing the Town

Section 8.03. Nominations.

Any person having the qualifications required by this Charter and State law may place his own name in nomination as candidate for Mayor or Councilman by filing with the City Secretary, or may be placed in nomination by a petition signed by at least ten (10), or not more than fifteen (15) qualified voters, who shall be designated as his sponsors. No voter shall sign more than one petition and should a voter do so, his signature shall be void except as to the petition first filed. With each signature shall be stated the place of residence of the signer, giving the street, number or other description sufficient to identify it.

Persons who desire to be candidates, or petitioners placing a name in nomination, must file with the City Secretary not earlier than ninety (90) days nor later than thirty (30) days before the election.

Acknowledgment of nomination by each nominee will be in writing and will be accepted by the City Secretary or other persons authorized to administer oaths under the laws of the State of Texas.

Any person who has placed his own name in nomination or has been placed in nomination by petition shall take the following oath:

"I do hereby declare that I accept the nomination for the Council and agree to serve if elected. I am _____ years of age, a qualified voter of the Town of Addison, a resident of the State of Texas for at least one year and of the Town of Addison or an area now within the corporate limits of the Town of Addison for at least one year. I am not in arrears in the payment of any taxes or other liability due the Town. At the present time, I reside at _____ Street in the Town of Addison."

Signature of candidate _____
Date and hour of filing _____
Received by: _____
(Signature of City Secretary)

The petition placing a person in nomination shall be in the following form:

"We, the undersigned voters of the Town of Addison, hereby nominate and sponsor _____, whose residence is _____, for the office of _____, to be voted for at the election to be held on the _____ day of _____, 2019, and we individually certify that we are qualified to vote for a candidate for Mayor or Councilman and that during the current election we have not signed any other nominating petition for that office."

Name _____ Street and Number _____ Address from which last registered
(if different) _____
Date of signing _____

These above statements will contain the following notarization:

["]State of Texas

County of Dallas

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that the same was subscribed as his free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____ 20____." State law reference- Candidacy for town office, V.T.C.A., Election Code ch. 143.

DISCUSSION: change "19" to "20" and track with state law

Section 8.04. Number, selection, and term of Council.

The Council shall be composed of a Mayor and six (6) council members who shall be elected and serve in the following manner subject to the adopting of this Charter:

- a. The Mayor and Councilmen in office at the time of the adoption of this Charter shall continue to serve as Mayor and Councilmen under this Charter until the expiration of their present terms of office, or until their successors have been elected or selected and duly qualified under this Charter.
- b. In each odd-numbered year three (3) council members and a Mayor shall be elected and in each even-numbered year three (3) council members shall be elected.
- c. The Mayor and other members of the Council shall be elected from the Town at large, for a term of two (2) years.
- d. The candidate for Mayor who receives the highest number of valid votes by qualified electors voting at the election shall be declared elected.
- e. The candidates for election to the places of Councilmen, equal in number to the number of vacancies to be filled, who receive the highest number of valid votes cast by qualified electors voting at the election, shall be declared elected.
- f. In case of a tie vote as to any two (2) or more candidates, the Council shall, if the tie vote is not otherwise resolved in accordance with Texas law, order a special election in accordance with Texas law ~~within not less than thirty (30) days nor more than forty (40) days after the regular election~~ to resolve the tie vote as between such candidates.

- g. All elections shall be held in accordance with the election laws of the State of Texas and the provisions of this Charter.
- h. No person shall serve as Mayor for more than three (3) successive terms of office, and no person shall serve as a council member for more than three (3) successive terms of office. For purposes of this section, the phrase "terms of office" shall not include any unexpired portion of any two-year term.

(Ord. No. 092-072, 11-24-1992, election 1-16-1993)

DISCUSSION: streamline and provide consistency with State Law

Section 9.02. Initiative.

Qualified voters of the Town may initiate legislation by submitting a petition addressed to the Council which requests the submission of a proposed Ordinance or Resolution to a vote of the qualified voters of the Town. Said petition must be signed by qualified voters equal in number to at least twenty-five (25) percent of those who were qualified voters on the date of the last regular municipal election as determined from the list of qualified voters maintained by the ~~tax collector of Dallas County~~ person having the duties of the voter registrar of Dallas County, and each copy of the petition shall have attached to it a copy of the proposed legislation. Each signer of such petition shall personally sign his name and address in ink or indelible pencil, and shall write after his name his place of residence, giving the name of the street and number, or place of residence, and shall also write thereon the date, the month and the year his signature was affixed.

(Ord. No. 088-032, § 1, Prop. 8, 7-12-1988, election 8-13-1988)

DISCUSSION: provide consistency with Dallas County's Voting system

Section 9.03. Form of initiative and referendum petition.

The petition mentioned above must be addressed to the City Council of the Town of Addison, (and) must have attached to it a copy of the proposed legislation. The signature shall be verified by oath in the following form:

["]STATE OF TEXAS
 COUNTY OF DALLAS

I, _____, being first duly sworn, on oath depose and say that I am one of the signers of the above petition; and that the statements made therein are true, and that each signature appearing thereto was made in my presence on the day and date it purports to have been made, and I solemnly swear that the same is the genuine signature of the person whose name it purports to be.

Sworn to and subscribed before me this the _____ day of 1920

Notary Public,
Dallas County, Texas["]

DISCUSSION: change "19" to "20"

Section 9.06. Voluntary submission of legislation by the Council.

The Council, upon its motion and by a majority vote of ~~its~~the members of the Council, may submit to popular vote at any election for adoption or rejection any proposed Ordinance, Resolution or measure or may submit for repeal any existing Ordinance, Resolution or measure, in the same manner and with the same force and effect as provided in this article for submission on petition, and may in its discretion call a special election for this purpose.

DISCUSSION: clarify grammar

Section 10.02. Petitions for recall.

Before the question of recall of such officer shall be submitted to the qualified voters of the Town, a petition demanding such question to be so submitted shall first be filed with the person performing the duties of City Secretary; which said petition shall be signed by qualified voters equal in number to at least twenty-five (25) percent of those who were qualified voters on the date of the last regular municipal election as determined from the list of qualified voters maintained by the ~~tax collector person~~ having the duties of the voter registrar, of Dallas County. Each signer of such recall petition shall personally sign his name thereto in ink or indelible pencil, and shall write after his name his place of residence, giving name of street and number, or place of residence, and shall also write thereon the day, the month, and the year his signature was affixed.

(Ord. No. 088-032, § 1, Prop. 8, 7-12-1988, election 8-13-1988)

DISCUSSION: provide consistency with Dallas County's Voting system

Section 11.15. Publicity of records.

Town records and accounts which are required by the Texas ~~Open Records~~-Law to be open to the public shall be made available during normal business hours in accordance with the terms and provisions of that statute. The records may be examined and copied in the Town offices during normal business hours, at a nominal charge established by ordinance.

(Ord. No. 088-032, § 1, Prop. 11, 7-12-1988, election 8-13-1988)

State law reference-Open records, V.T.C.A., Government Code ch. 552.

DISCUSSION: provide consistency with State Law

Section 11.26. Disaster clause.

In case of disaster when a legal quorum of elected ~~Councilmen~~members of the Council cannot otherwise be assembled due to multiple deaths or injuries, the surviving member or members of the elected Council, ~~or~~the highest surviving non-elected Town official, and the County Judge of Dallas County or the County Judge's duly authorized designee, if no elected official remains, must within twenty-four (24) hours of such disaster, or as soon thereafter as possible~~request the highest surviving officers of the local Chamber of Commerce and the Board of Trustees of the local school district, and the County Judge of Dallas County to~~ appoint a commission, which shall include any surviving elected members of the Council, -to act-govern the City, act during the emergency and call a Town election within fifteen (15) days of such ~~disaster-disaster~~, or such other period of time as may be required by the Texas Election Code, for election of a required quorum, if for good reasons it is known a quorum of the present Council will never again meet.

DISCUSSION: update language and specify who appoints a commission to govern the City and correct a typo

Council Agenda Item: #R7

AGENDA CAPTION:

Consideration and approval authorizing the City Manager to enter into a Professional Services Agreement with Halff Associates, Inc. in the amount not to exceed \$159,780 for engineering design and general construction services for the widening of Spring Valley Road from Woodway Drive to the east limit of the DISD Loos property.

FINANCIAL IMPACT:

Cost: \$159,780.00

Funds are available in the Capital Improvements Fund from 2008 sale of certificates of obligation.

Project Manager: Nancy S. Cline, P.E.

BACKGROUND:

Construction is underway for the George Herbert Walker Bush Elementary School on the southeast portion of DISD's Loos tract. The Interlocal Agreement between the Town of Addison and DISD commits the Town to widen Spring Valley Road to provide the turning lanes as shown in a schematic developed as a result of the school district's traffic study. The protected left turns and new intersection alignment with Vitruvian Way will provide the four lane divided roadway cross section that is shown in the Town of Addison Thoroughfare Plan.

At the December 1, 2009 Council meeting, Council approved a contract with icon Consulting Engineers to prepare several schematic alternatives for the design of Spring Valley Road.

Tom Braun and Town staff presented the proposed schematic (Exhibit A) to DISD and worked out the partnership agreement for DISD's funding of a portion of the paving improvements for Spring Valley Road. The new elementary school is scheduled to open in August 2011. Interviews were held with several firms to determine the best qualified firm to complete the work within the aggressive schedule necessary to meet the deadline of the school opening. Halff Associates was selected for their demonstrated ability to complete high profile public infrastructure design projects in the time frame required.

Exhibit B includes a summary of the various elements of the scope of services. The scope includes design services for the road, traffic signal at the intersection, landscape design and also construction phase services. Halff Associates, Inc. has contracted with TBG Partners who is designing the GHWB school landscaping for the Town of Addison to provide landscape design services.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[Spring Valley Road OPTION A](#)

[Halff Associates Professional Design Services Fee Proposal - Spring Valley Road](#)

Type:

Cover Memo

Cover Memo



PROPOSED
GEORGE H. W. BUSH
ELEMENTARY SCHOOL

SPRING VALLEY ROAD

WOODWAY DRIVE

VITRUVIAN WAY

VITRUVIAN WAY

FUTURE BELLA LANE



0 30 60 90 120
GRAPHIC SCALE IN FEET
SCALE: 1"=60'

Spring Valley Road OPTION A

03/31/10

icon Consulting Engineers, Inc.
Civil Engineers - Designers - Planners
Bicentennial Financial Center
250 W. Southlake Blvd., Suite 117
Southlake, Tx 76092
Phone: (817) 552-6210
Fax: (817) 552-3126



May 18, 2010
1008.10.7172
Exhibit B – Professional Services

Mr. Clay Barnett, P.E.
Town Engineer
Town of Addison
16801 Westgrove Drive
Addison, Texas 75001

RE: Professional Design Services Fee Proposal
Spring Valley Road

Dear Mr. Barnett:

We are pleased to submit this proposal for Halff Associates (Halff) to provide professional design services for the Spring Valley Road. Since its inception in 1950, Halff has been committed to providing outstanding design services and professionalism to our clients. We are excited at the prospect of being part of your team and thank you for the opportunity to submit this proposal.

Project Description

This project consists of survey and design of Spring Valley Road from Woodway to Vitruvian Way as described below. Plans prepared by Icon Engineering for Vitruvian Way construction will be used for improvements south of Spring Valley Road; bid quantities for this section will be kept separate. TBG, Inc. will design landscaping and irrigation for medians and parkways for Spring Valley Road.

This project consists of designing a 4-lane divided roadway section for the above limits including an improved intersection with Vitruvian Way. Included are paving of general purpose lanes and turn lanes as required, driveway connections, sidewalks, grading, drainage, water and sanitary sewer.

The general scope of work will include:

- Roadway design, including intermediate and final reviews
- Signals, signing & pavement marking design
- Drainage design
- Street lighting design
- Traffic control & phasing plans
- Erosion control plan
- Design surveys and base mapping
- Technical specifications and statement of probable construction costs
- Bid phase services
- Limited construction phase services



Mr. Clay Barnett, P.E.
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Basic Services

A. Schematic Design:

1. Data Collection
 - a). Obtain record data for existing facilities:
 - Water key maps, locators and construction plans.
 - AT&T locator maps.
 - Gas line locators, distribution and transmission.
 - Electric key maps, locators, and construction plans.
 - Information from other utility companies as required.
 - b). Obtain existing right-of-way documents from county records and the Town of Addison.
 - c). Obtain master plans for water supply and sanitary sewer from the Town of Addison.
 - d). Obtain plans for adjacent projects from Town of Addison.
2. Preliminary Storm Drain Design:
 - a). Review of general condition, location and size of existing drainage facilities to determine if any modifications are required for the proposed improvements.
 - b). Compile a drainage area map based on the drainage area maps from previous projects, current available NCTCOG topography provided by the Town of Addison, if available and survey data collected within the limits of this project.
 - c). Verify 100-year storm water discharge calculations from the previous projects using the Rational Method.
 - d). Design laterals and trunk lines to convey the design storm using Town of Addison Criteria. Replace existing lines where required within project site limits. Coordinate with outfall location and size, outfall provided by others.
3. Incorporate the existing right-of-way and approximate property lines into the base mapping.
4. Prepare typical paving sections.
5. Establish a horizontal alignment for the roadway (3 options)
6. Prepare a preliminary vertical alignment for the roadway.

B. Preliminary Paving Design:

1. Develop 1"=20' horizontal and 1"=6' vertical scale 22"x34" plan and profile drawing sheets.
2. Prepare drawing to define the existing right-of-way and showing approximate property lines.
3. Finalize the horizontal alignment for the roadway.



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4. Finalize the vertical alignment for the roadway.
5. Prepare a statement of probable construction cost.
6. Submit 3-half size (11"x17") preliminary plan and profile drawings, and engineers statement of probable construction cost to Town of Addison for review and approval.

C. Final Design:

1. Revise plans to incorporate Town of Addison comments.
2. Detail geometry of horizontal and vertical alignments.
3. Prepare an alignment control sheet showing the coordinates of the project control baseline.
4. Prepare natural and finished grade sections by computer and compute cut/fill volumes.
5. Prepare cross section drawings to be included in drawing set. Cross sections shall be every 50' along the proposed roadway.
6. Detail horizontal and vertical geometry of driveways, intersections and side road approaches.
7. Prepare storm sewer plan and profile sheets.
8. Finalize typical sections.
9. Prepare construction sequence and traffic control plan.
10. Include signage and pavement marking in accordance with TMUTCD and town standards.
11. Prepare a construction quantity summary sheet for each drawing.
12. Prepare Specifications.

D. Miscellaneous Project Items:

1. Prepare Erosion Control Plan for the project. The erosion control plan shall show the re-grassing limits for the project. The contractor shall prepare and implement the Storm Water Pollution Prevention Plan (SWPPP)
2. Prepare a cover sheet, miscellaneous details and general notes.
3. Prepare technical specifications and prepare general notes for miscellaneous items.
4. Prepare plan and profile sheets for water and sewer line adjustments.
5. Electrical Design Services for Roadway Illumination construction documents (drawings, details and specifications) as follows:
 - a). Prepare Electrical Construction Documents for roadway lighting.
 - b). Prepare the Electrical Construction Documents per Town of Addison requirements;
 - c). Roadway improvements and expansion to include Town of Addison standard lighting assemblies, lighting branch circuits, lighting control, electrical distribution, and a minimum of two (2) new electrical service



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entrances (outdoor type pedestal with branch circuit distribution - the electrical service voltage shall be 480v);

- d). Electrical Construction Documents to include roadway lighting design with lighting assemblies to match Town of Addison standard, and modifications to existing Town of Addison roadway lighting assemblies, or replacement;
6. Prepare signal plans and details for Spring Valley Road at Vitruvian Way. Provide temporary signals at current intersections as required by construction sequence.
7. Landscaping consisting of trees and irrigation will be designed for median and parkway areas.
8. Attend 16 weekly progress meetings.
9. Coordinate with adjacent projects, including DISD.
10. Assist town with utility coordination, prepare exhibits for adjustments and meet with each utility once.

E. Final Revisions and Quantities:

1. Add Town requested revisions to the final drawings.
2. Finalize and tabulate all quantities and include in final drawings.
3. Final check all drawings, calculations and quantities.
4. Prepare an engineer's statement of probable construction cost
5. Prepare an Index of Drawings to be included on the title sheet.
6. Prepare final bid documents including bid proposal forms, drawings, technical specifications and Town supplied contract forms.

F. Bid Phase:

1. Assist the Town of Addison staff in advertising for bids. This will include providing Town with Notice to Bidders for their use in publicly advertising project and notifying potential bidders by e-mail or fax.
2. Assist the Town of Addison staff in conducting a pre-bid meeting.
3. Sell bidding documents to potential bidders and their suppliers and other parties. Prepare addenda and minor revisions that may be required.
4. Provide bidding and process documents to Dodge Reports and up to six other parties requested by the Town. Town of Addison will be provided two sets of bidding documents during bidding.
5. Assist Town of Addison during opening of bids and prepare bid tabulation.
6. Provide bid tabulation to Town of Addison.
7. Obtain the following information from the lowest bidder (and second lowest, if necessary):
 - a). Past work history
 - b). Physical resources to produce the project



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8. The Consultant shall also formulate an opinion from information received and provide the Town a summary of the opinion for their use in selection and award of the construction contract.
9. After award of contract, furnish 10-sets of full-size prints (22"x34") and 5- half-size prints (11"x17") of the final drawings and 10 sets of specifications and conformed contract documents to the Town for use by the Town and Contractor.
10. Provide one set of drawings to each utility company (Oncor, AT&T and Co-Serve Gas & Electric).

G. Construction Phase:

1. Assist the Town of Addison staff in conducting pre-construction conference.
2. When requested by the Town of Addison project manager, attend onsite project meetings. Town of Addison will conduct meeting and prepare and distribute agendas and meeting summaries.
3. Review shop drawings and other submittal information which the Contractor submits. This review is for the benefit of the Owner and covers only general conformance with information given by the Contract Documents. The contractor is to review and stamp their approval on submittals prior to submitting to the Engineer. Review and stamping by the Engineer does not relieve the Contractor of any responsibilities, safety measures or the necessity to construct a complete and workable facility in accordance with the Contract Documents.
4. When requested by the Town of Addison project manager, provide written responses to requests for information or clarification submitted by the Contractor.
5. When requested by the Town of Addison project manager, assist the Town of Addison project manager in the review of contractor change order requests as they pertain to the original scope of work. The Town of Addison project manager will prepare and process change orders for this project.
6. Accompany the Town during their final inspection of the project and assist the Town of Addison project manager in preparing punch list items to be rectified before final acceptance.
7. Consultant shall compile a reproducible set of Record Drawings conforming to the Town of Addison and Contractor marked-up prints, drawings and other data furnished to the Consultant by the Town of Addison. This set of record drawings will show the reported location of the Work and significant changes made during the construction activities. Because these Record Drawings are based upon unverified information provided by others, which are assumed to be reliable, the Consultant cannot and does not warrant their accuracy. The original design drawing information will remain. Where changes to the original



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design drawings are indicated, the original drawing information will be marked through with an "X".

Additional Services

A. Surveying For Design:

1. Obtain the following survey data and apply it in the development of roadway construction drawings:
 - a). Horizontal and vertical location of the existing visible surface facilities, including existing pavement, fences, and utility appurtenances such as water valves, fire hydrants and manholes will be obtained.
 - b). Existing depth and elevations of water and wastewater mains (Based on record information and visible appurtenances).
 - c). Existing manhole invert and rim elevations.
 - d). Spot elevations as required to facilitate the generation of one foot contours.
 - e). Existing pavement type and thickness based on record information and field observations.
2. Provide the following services for development of roadway construction drawings.
 - a). Locate monumentation right-of-way and property corners along the project corridor.
 - b). Locate and establish control from the Town's benchmarks.
 - c). Prepare tree survey in accordance with Town of Addison requirements for trees 6" and larger affected by this project. All trees applicable shall be clearly marked for removal and shall be incorporated in a credit chart/tabulation.
3. When requested by the consultant, the Town of Addison shall be responsible for providing right of entry for field crews to access private parcels for the purpose of these surveys.

B. Base Mapping:

1. Generate drawing of existing project corridor by compiling field survey data with information obtained during the preliminary investigation including the following:
 - a). Line work and text for existing utilities, paving, structures, trees and other above ground features.
 - b). Line work and text for existing one foot contours.
 - c). Line work and text for existing and proposed property lines, right-of-way, easement lines and control points.
 - d). Text for streets, addresses and property owners.
2. Field walk base map to visually verify the completeness and accuracy.



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3. Submit base map to utility companies and Town of Addison for review.

Exclusions

The intent of this scope of services is to include only the services specifically listed herein and no others. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

1. Providing an on-site representative during construction.
2. Subsurface utility investigation (available if requested).
3. Geotechnical Investigation.
4. Fees for permits or advertising.
5. Environmental cleanup, assessment or impact analysis.
6. Trench safety designs.
7. Quality control and/or material testing services during construction.
8. Consulting services by others not included in proposal.
9. Traffic engineering report or study (available if requested).
10. Revisions and associated change orders due to Owner-requested changes after design is completed;
11. Public meetings.

Data to be furnished to Consultant

It is agreed that the Town of Addison will provide all necessary project information, to include (if available):

1. Existing topography data.
2. Horizontal and Vertical Control/Benchmark Data
3. Existing Paving, Drainage, Water and Sanitary sewer plans for the project area.
4. Existing locator maps and plans for franchise utilities.
5. North Central Texas Council of Governments (NCTCOG) construction specifications and addendums.
6. Property lines and Right of Way.
7. Plans for proposed adjacent improvements in the project corridor.
8. Existing geotechnical reports. (if any)
9. Developer's Plans for adjacent Subdivisions
10. Subdivision Plats for the Project Area
11. Provide record documentation/markups of construction drawings for record drawings
12. TOWN shall designate a representative to act as a contact person on behalf of the TOWN.



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Fees

The maximum overall fee established herein shall not be exceeded without written authorization from the Town of Addison. Such authorization, if necessary will be requested based on increased scope of services.

The following is a summary of the estimated charges for the various elements of the proposed services:

Part I: Basic Services (Lump Sum)

A. Schematic Design	\$5,250
B. Preliminary Paving Design	\$14,900
C. Final Design	\$33,680
D. Miscellaneous Project Items.....	\$49,730
E. Final Revisions and Quantities	\$25,600
F. Bid Phase.....	\$8,240
G. Construction Phase (Pre-Construction, shop drawing rev., record drawings) ...	\$7,380
Subtotal:	\$144,780

Part II: Additional Services (Lump Sum)

A. Survey for Design	\$7,500
B. Base Mapping	\$7,500
Subtotal:	\$15,000
Maximum Fee Not to Exceed:	\$159,780

Execution

This proposal package includes both this document (Exhibit B – Professional Services) and the Town's Agreement for Professional Services, with revisions as might be necessary. In order to approve this proposal, simply provide the appropriate signatures in the spaces indicated within the Agreement for Professional Services and forward two copies of the signed documents to Halff. We will promptly return one appropriately signed copy to you.



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Schedule

	Completion Date
Notice to Proceed, Workshop meeting	June 1, 2010
Surveying & Base Mapping	June 7, 2010
90% Design	August 13, 2010
Town of Addison Review	August 27, 2010
100% Design & Contract/Specification Preparation	September 10, 2010
Town of Addison Review	October 1, 2010
Complete Final Bid Documents/Advertise	October 1, 2010
Bid Phase Services	November 23, 2010
Construction Phase	August 15, 2011

Halff looks forward to the continued opportunity to serve the Town of Addison. We trust that this proposal is satisfactory in every respect and look forward to your positive response. If you need any further information or have any questions regarding this proposal, please do not hesitate to contact me.

Very truly yours,
HALFF ASSOCIATES, INC.

Michael E. Romanowski, P.E.
Project Manager

Council Agenda Item: #R8

AGENDA CAPTION:

Requesting consideration and approval to apply for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2010.

FINANCIAL IMPACT:

NA

BACKGROUND:

This grant program is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment and justice information sharing initiatives. JAG-funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes and procedures. The JAG Program allows local to support a broad range of activities to prevent and control crime based on their own local needs and conditions. The Bureau of Justice Statistics (BJS) calculates a minimum base allocation of states then 60 percent of the allocation is awarded to the state and 40 percent to eligible units of local government. Our JAG FY 2010 allocation is \$ 7,865.38. The City of Dallas manages the distributions of awards in Dallas County. We would make application to purchase 2 scanners for our records section, one scanner fax machine for communications section and 8 headsets for our patrol section.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[JAG Funds Sharing and Fiscal Agency Agreement](#)

Type:

Cover Memo

GMS Application # 2010-H5426-TX-DJ
2010 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FUNDS SHARING AND FISCAL AGENCY AGREEMENT

THIS AGREEMENT (the "Agreement"), is made and entered into by and between the following parties:

The County of Dallas, Texas (the "County") located at County Administration Building, 2nd Floor, 411 Elm Street, Dallas, Texas 75202, a corporate and political body recognized as a legal subdivision of the State of Texas pursuant to Article XI, Section 1 of the Texas Constitution; and

The Town of Addison, Texas ("Addison"), located at Town Hall, 5300 Belt Line Road, Dallas, Texas 75254, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Balch Springs, Texas ("Balch Springs"), located at City Hall, 3117 Hickory Tree Road, Balch Springs, Texas 75180, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Carrollton, Texas ("Carrollton"), located at City Hall, 1945 East Jackson Road, Carrollton, Texas 75006, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Cedar Hill, ("Cedar Hill"), located at City Hall, 285 Uptown Boulevard, Building 100, Cedar Hill, TX 75104, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Dallas, Texas ("Dallas"), located at City Hall, Room 7DN, 1500 Marilla Street, Dallas, Texas 75201, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of DeSoto, Texas ("DeSoto"), located at City Hall, 211 East Pleasant Run Road, Suite A, DeSoto, Texas 75115, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Duncanville, Texas ("Duncanville"), located at City Hall, 203 East Wheatland Road, Duncanville, Texas 75138, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Garland, Texas (“Garland”), located at City Hall, 200 North Fifth Street, 4th Floor, Garland, Texas 75046, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Grand Prairie, Texas (“Grand Prairie”), located at City Hall, 317 College Street, Grand Prairie, Texas 75050, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Irving, Texas (“Irving”), located at City Hall, 825 West Irving Boulevard, Irving, Texas 75060, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Lancaster, Texas (“Lancaster”), located at City Hall, 211 North Henry Street, Lancaster, Texas 75134, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Mesquite, Texas (“Mesquite”), located at City Hall, 1515 North Galloway Avenue, Mesquite, Texas 75149, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Richardson, Texas (“Richardson”), located at City Hall, 411 West Arapaho, Richardson, Texas 75080, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution.

The aforementioned Town and Cities shall be referred to collectively in this Agreement as the “Cities.”

W I T N E S S E T H:

WHEREAS, Part E of Title 1 of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, and the Edward Byrne Memorial Justice Assistance Grant Program (the “JAG Program”) authorize the Department of Justice’s Bureau of Justice Assistance (the “BJA”) to make funds (the “JAG Funds”) available to units of local government in order to support a broad range of activities to prevent and control crime and to improve the criminal justice system; and

WHEREAS, the County and the Cities are eligible for 2010 JAG Program Funds and have been certified by the BJA as a disparate jurisdiction; and

WHEREAS, for the purposes of simplifying the application process, the JAG Program permits the chief executive officer of one of the eligible units of local government in the disparate jurisdiction to submit a joint application for JAG Funds on behalf of the other eligible

units of local governments within that jurisdiction and to act as the fiscal agent for those local governments in administering the JAG Funds; and

WHEREAS, certified disparate jurisdictions must reach an agreement regarding the sharing of JAG Funds prior to submission of the JAG Program application; and

WHEREAS, the County and the Cities agree and acknowledge that as a certified disparate jurisdiction, they must reach an agreement regarding the sharing of JAG Funds prior to submitting a JAG application with the BJA; and

WHEREAS, the County and the Cities hereby agree to name a fiscal agent to administer and distribute the JAG Funds and to designate a share of each jurisdiction's JAG Funds for administrative costs to be paid to the fiscal agent named below, prior to submission of the joint application for JAG Funds to the BJA; and

WHEREAS, the County and the Cities wish to name Dallas as the fiscal agent to administer and distribute the JAG Funds pursuant to the JAG Program; and

WHEREAS, a unit of local government may transfer up to ten percent (10%) of its allocation of JAG Funds for costs associated with administering the JAG Funds to the fiscal agent; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of the parties, that the undertaking will benefit the public, and that the share of the JAG Funds to each jurisdiction fairly compensates the parties for their respective functions under this Agreement.

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

SECTION 1. PURPOSE

This Agreement shall set forth the following: (A) the nature of the relationship between the County and the Cities and Dallas as fiscal agent for the County and the Cities; (B) the parties' reporting, legal, and audit obligations; (C) the amount of JAG Funds initially allocated by the BJA to the County and the Cities (the "Initial Allocations"); (D) the amount of the Initial Allocations of the JAG Funds to be transferred from the Cities to the County; (E) the allocation of JAG Funds for each jurisdiction after the transfer of a portion of the Initial Allocations of JAG Funds from the Cities to the County (the "Adjusted Allocations"); (F) the amount of the grant administration fees to be paid to Dallas as the fiscal agent for both the County and the Cities; (G) the allocation of JAG Funds for the County and the Cities after the grant administration fee has

been deducted from the Adjusted Allocations (the “Final Allocations”); and (H) other rights and responsibilities of Dallas, the County, and the Cities with regard to Dallas’ application for, administration of, and distribution of the JAG Funds on behalf of the County and the Cities.

SECTION 2. FISCAL AGENT

A. Dallas as Fiscal Agent. The County and the Cities do hereby agree that Dallas shall act as the fiscal agent for purposes of applying for, administering, and distributing the JAG Funds on behalf of both the County and the Cities. In consideration for Dallas acting as the fiscal agent for purposes of the JAG Program, the County and the Cities each agree to pay Dallas seven percent (7%) of their Adjusted Allocations for costs associated with administering the JAG Funds. Dallas further agrees to prioritize the expenditure of the grant administration fees to include the following activities: distributing the JAG Funds, monitoring the award, submitting reports to the BJA (including performance measures and program assessment data), and providing ongoing assistance to the County and the Cities as sub-recipients of the JAG Funds.

B. No Additional Funds. The County and the Cities agree that Dallas has no obligation to provide funds to the County and the Cities from any source other than the JAG Program and in any amount other than the Final Allocation of JAG Funds for each party as set forth in this Agreement regardless of whether the JAG Funds are sufficient to fully accomplish the priorities set forth in Section 2.A above. In the event a portion of the JAG grant administration fee remains upon completion of the project set forth in this Agreement, as determined by Dallas, Dallas may expend such funds on other eligible projects under the JAG Program at Dallas’s sole discretion.

SECTION 3. REPORTING, LEGAL, AND AUDIT REQUIREMENTS

A. Reports.

(1) Quarterly Reports. The County and the Cities agree to provide Dallas with quarterly financial and programming reports no later than eighteen (18) days after the last day of the calendar quarter that demonstrate the appropriate use and management of the JAG Funds in conformance with the JAG Program and the BJA guidelines.

(2) Annual Reports. The County and the Cities agree to provide Dallas with yearly performance reports in conformance with the JAG Program and the BJA guidelines.

B. Legal Requirements. The County and the Cities agree to act in accordance with all Office of Justice Programs financial guidelines and all of the requirements of the JAG

Program guidance, including, but not limited to, the following laws, rules, regulations, and guidance as further described at http://www.ojp.usdoj.gov/funding/other_requirements.htm: non-supplanting of state and local funds; civil rights compliance; Anti-Lobbying Act; financial and government audit requirements, including Single Audit Act requirements; National Environmental Policy Act (NEPA); DOJ information technology standards; compliance with Office of Justice Programs Financial Guide; Government Performance and Results Act (GPRA); Federal Funding Accountability and Transparency Act (FFATA) of 2006; single point of contact review; funding to faith based organizations; confidentiality and human subjects protection; criminal penalty for false statements; suspension or termination of funding; rules and laws governing non-profit and for-profit organizations; rights in intellectual property.

C. Prohibited Uses of JAG Program Funds. No JAG Program Funds may be expended outside of JAG purpose areas. Within JAG purposes areas, JAG Program Funds cannot be used directly or indirectly for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety or to directly or indirectly provide for any of the following matters unless BJA certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order: vehicles (excluding police cruisers); vessels (excluding police boats); aircraft (excluding police helicopters); luxury items; real estate; construction projects (other than penal or correctional institutions); and any other similar matters or items.

D. Audit Requirements. The County and the Cities shall maintain records to demonstrate proper expenditure of JAG Program Funds and Dallas, as fiscal agent, has the right to review and audit any and all of such financial and programming records. The County and the Cities shall retain all such records for a minimum of three (3) years following the final expenditure of and JAG Program Funds awarded to the County or the Cities under this Agreement. The County and the Cities must require that any of its contractors, subcontractors, vendors, or partner agencies allow Dallas to review and audit their financial records pertaining to any contracts they may have with the County or the Cities utilizing JAG Funds.

SECTION 4. INITIAL ALLOCATIONS

For 2010, the BJA has determined the Initial Allocations of JAG Funds for the parties to this Agreement as follows:

THE COUNTY	\$0.00
ADDISON	\$12,082.00
BALCH SPRINGS	\$18,922.00

CARROLLTON	\$28,216.00
CEDAR HILL	\$12,751.00
DALLAS	\$1,476,810.00
DESOTO	\$16,022.00
DUNCANVILLE	\$14,164.00
GARLAND	\$78,513.00
GRAND PRAIRIE	\$61,078.00
IRVING	\$85,539.00
LANCASTER	\$18,996.00
MESQUITE	\$58,179.00
<u>RICHARDSON</u>	<u>\$29,591.00</u>
TOTAL	\$1,910,863.00

SECTION 5. AMOUNT OF INITIAL ALLOCATIONS TO BE TRANSFERRED FROM THE CITIES TO THE COUNTY

The Cities shall transfer a portion of their Initial Allocations of JAG Funds to the County pursuant to this Agreement as follows:

THE COUNTY	\$0.00
ADDISON	\$3, 624.60
BALCH SPRINGS	\$5,676.60
CARROLLTON	\$8,464.80
CEDAR HILL	\$3,825.30
DALLAS	\$443,043.00

DESOTO	\$4,806.60
DUNCANVILLE	\$4,249.20
GARLAND	\$23,553.90
GRAND PRAIRIE	\$18,323.40
IRVING	\$25,661.70
LANCASTER	\$5,698.80
MESQUITE	\$17,453.70
<u>RICHARDSON</u>	<u>\$8,877.30</u>
TOTAL	\$573,258.90

SECTION 6. ADJUSTED ALLOCATIONS

After the transfer of a portion of the Cities' Initial Allocations of JAG Funds to the County, the County and the Cities' Adjusted Allocations of JAG Funds are as follows:

THE COUNTY	\$573,258.90
ADDISON	\$8,457.40
BALCH SPRINGS	\$13,245.40
CARROLLTON	\$19,751.20
CEDAR HILL	\$8,925.70
DALLAS	\$1,033,767.00
DESOTO	\$11,215.40
DUNCANVILLE	\$9,914.80
GARLAND	\$54,959.10

GRAND PRAIRIE	\$42,754.60
IRVING	\$59,877.30
LANCASTER	\$13,297.20
MESQUITE	\$40,725.30
<u>RICHARDSON</u>	<u>\$20,713.70</u>
TOTAL	\$1,910,863.00

SECTION 7. FISCAL AGENT GRANT ADMINISTRATION FEES

The County and the Cities agree to transfer grant administration fees equal to seven percent (7%) of each party's Adjusted Allocation of JAG Funds to Dallas, as fiscal agent for the County and the Cities as follows:

THE COUNTY	\$40,128.12
ADDISON	\$592.02
BALCH SPRINGS	\$927.18
CARROLLTON	\$1,382.58
CEDAR HILL	\$624.80
DALLAS	\$72,363.69
DESOTO	\$785.08
DUNCANVILLE	\$694.04
GARLAND	\$3,847.14
GRAND PRAIRIE	\$2,992.82
IRVING	\$4,191.41

LANCASTER	\$930.80
MESQUITE	\$2,850.77
<u>RICHARDSON</u>	<u>\$1,449.96</u>
TOTAL	\$133,760.41

SECTION 8. FINAL ALLOCATIONS

The Final Allocations of JAG Funds are the Initial Allocations (1) less the transfer of a portion of the Cities' Initial Allocations of JAG Funds to the County, which are the Adjusted Allocations and (2) less the transfer of the grant administration fees of seven percent (7%) of the Adjusted Allocations to Dallas. Each jurisdiction shall include in its JAG Program application the following Final Allocations of JAG Funds:

THE COUNTY	\$533,130.78
ADDISON	\$7,865.38
BALCH SPRINGS	\$12,318.22
CARROLLTON	\$18,368.62
CEDAR HILL	\$8,300.90
DALLAS	\$1,095,163.72
DESOTO	\$10,430.32
DUNCANVILLE	\$9,220.76
GARLAND	\$51,111.96
GRAND PRAIRIE	\$39,761.78
IRVING	\$55,685.89
LANCASTER	\$12,366.40
MESQUITE	\$37,874.53

<u>RICHARDSON</u>	<u>\$19,263.74</u>
TOTAL	\$1,910,863.00

SECTION 9. APPLICATION OF COUNTY FUNDS

The County agrees to prioritize the expenditure of its Final Allocation of Five Hundred Thirty-Three Thousand One Hundred Thirty Dollars and Seventy-Eight Cents (\$533,130.78) to continue the development and implementation of improvements to the criminal justice system. The Cities agree that the County has no obligation to provide any additional funds under this Agreement, even if the 2010 JAG Funds are insufficient to fully develop or implement the County’s chosen improvements to the criminal justice system. In the event any JAG Funds remain upon completion of the development and implementation of improvements to the criminal justice, the County may expend such funds on other eligible projects under the grant at the County’s discretion, subject to the approval of the BJA, as required under the JAG Program.

SECTION 10. TERM

The term of this Agreement shall begin on the date the last signature of either the County or the Cities authorizing approving this Agreement is obtained and shall terminate upon final expenditure of the funds in accordance with the JAG Program.

SECTION 11. AGENCY

The County and the Cities agree and acknowledge that each entity is not an agent of any other entity and that each entity is responsible for its acts, forbearance, negligence, and deeds and each entity is responsible for those acts, forbearance, negligence, and deeds of its agents or employees in conjunction with performance under this Agreement.

SECTION 12. INDEMNIFICATION

The County agrees to be responsible for any liability or damages the County may suffer as a result of claims, demands, costs, or judgments, including all reasonable attorneys’ fees, against the County arising out of any performance under this Agreement, or arising from any accident, injury, or damage, whatsoever, to any persons, or to the property of any persons or corporations occurring during the performance of this Agreement and caused by the sole negligence of the County, its agents, officers and employees.

Each City made a party to this Agreement agrees to be responsible for any liability or damages it may suffer as a result of claims, demands, costs, or judgments, including any reasonable attorneys' fees, against that respective City, arising out of any performance under this Agreement, or arising out of the performance of any services to be provided under this Agreement, or arising from any accident, injury, or damage, whatsoever, to any persons, or to the property of any persons or corporations occurring during the performance of the Agreement and caused by the sole negligence of that respective City, their agents, officers, and employees.

The Cities and County agree that any liability or damages as stated above occurring during the performance of this Agreement caused by the joint or comparative negligence of their employees or officers shall be determined in accordance with comparative responsibility laws of the State of Texas.

SECTION 13. FORMAL APPROVAL

This Agreement is expressly subject to and contingent upon formal approval by the governing bodies of the County and the Cities.

SECTION 14. NO THIRD-PARTY BENEFICIARY ENFORCEMENT

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and any right of action relating to such enforcement shall be strictly reserved to the Cities and the County and nothing contained in this Agreement shall be construed to create any rights for any third parties.

SECTION 15. NON-ASSIGNMENT

The parties shall not sell, assign, transfer, or convey this Agreement, in whole or in part, without the prior written consent of the parties.

SECTION 16. RESPONSIBILITY

Dallas, the County, and the Cities shall each be responsible for the sole negligent acts of their officers, agents, employees, or separate contractors. In the event of joint and concurrent negligence of the parties to this agreement, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any

governmental immunity available to the parties under Texas law and without waiving any defenses of the parties under Texas law.

SECTION 17. NOTICE

Any notice, payment, statement, communication, report, or demand required or permitted to be given under this Agreement by any party to the another may be effected by personal delivery in writing or deposited in the U.S. mail by certified letter, return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

To the County: Director of Criminal Justice, Ron Stretcher
Dallas County – Administration Building
411 Elm Street, 2nd Floor
Dallas, Texas 75202

To Addison: Chief of Police, Ron Davis
Addison Police Department
4799 Airport Parkway
Addison, Texas 75001

To Balch Springs: Chief of Police, Ed Morris
Balch Springs Police Department
12500 Elam Road
Balch Springs, Texas 75180

To Carrollton: Chief of Police, Rex Redden
Carrollton Police Department
2025 East Jackson Road
Carrollton, Texas 75006

To Cedar Hill: Chief of Police, Stephen Rhodes
Cedar Hill Police Department
285 Uptown Boulevard, Building 200
Cedar Hill, Texas 75104

To Dallas: Chief of Police, David Brown
Dallas Police Department
1400 South Lamar Street
Dallas, Texas 75215

To DeSoto: Chief of Police, W.M. Brodnax
DeSoto Police Department
714 East Belt Line Road
DeSoto, Texas 75115

To Duncanville: Chief of Police, Robert Brown
Duncanville Police Department
P.O. Box 380280
Duncanville, Texas 75138

To Garland: Chief of Police, Mitch Bates
Garland Police Department
1891 Forest Lane
Garland, Texas 75042

To Grand Prairie: Chief of Police, Glen Hill
Grand Prairie Police Department
801 Conover Drive
Grand Prairie, Texas 75051

To Irving: Chief of Police, Larry Boyd
Irving Police Department
P. O. Box 152288
Irving, Texas 75015

To Lancaster: Chief of Police, Keith L. Humphrey
Lancaster Police Department
1650 North Dallas Avenue
Lancaster, Texas 75134

To Mesquite: Chief of Police, Derek Rohde
Mesquite Police Department
777 N. Galloway Avenue
Mesquite, Texas 75149

To Richardson: Chief of Police, Jimmy L. Spivey
Richardson Police Department
P.O. Box 831078
Richardson, Texas 75083

SECTION 18. GOVERNING LAW AND VENUE

The obligations of the parties to this Agreement shall be performed in Dallas County, Texas, and venue for any legal action under this Agreement shall lie exclusively in Dallas County, Texas. In construing this Agreement, the laws and court decisions of the State of Texas shall control.

SECTION 19. LEGAL CONSTRUCTION

In the case that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

SECTION 20. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

SECTION 21. CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

SECTION 22. AMENDMENTS; ENTIRE AGREEMENT

This Agreement (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Agreement. This Agreement may be modified or amended only by written agreement of the parties, to be attached to and made a part of this Agreement.

IN WITNESS WHEREOF, by their signatures hereon each of the undersigned represents and warrants that they are the duly authorized agents of each entity and have full right and authority to enter into this Agreement. This Agreement is to be effective upon the signature of both County and the Cities.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

The County of Dallas, State of Texas, has executed this Agreement pursuant to Commissioners Court Order Number _____ and passed on the _____ day of _____, 2010.

APPROVED BY THE COUNTY OF DALLAS:

Jim Foster, County Judge

APPROVED AS TO FORM BY:

Bob Schell, DA Civil Section Chief

The Town of Addison, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the _____ day of _____, 2010.

**APPROVED BY THE
CITY OF ADDISON:**

Ron Whitehead, City Manager

RECOMMENDED BY:

Ron Davis, Chief of Police

APPROVED AS TO FORM:

John Hill, City Attorney

The City of Balch Springs, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____
Dated the ____ day of _____, 2010.

**APPROVED BY THE
CITY OF BALCH SPRINGS:**

RECOMMENDED BY:

Ed Morris, City Manger

Ed Morris, Chief of Police

APPROVED AS TO FORM BY:

Monty Akers, City Attorney

The City of Carrollton, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the _____ day of _____, 2010.

**APPROVED BY THE
CITY OF CARROLLTON:**

RECOMMENDED BY:

Leonard Martin, City Manager

Rex Redden, Chief of Police

APPROVED AS TO FORM BY:

R. Clayton Hutchins, City Attorney

The City of Cedar Hill, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the _____ day of _____, 2010.

**APPROVED BY THE
CITY OF CEDAR HILL:**

RECOMMENDED BY:

Alan Sims, City Manager

Stephen Rhodes, Chief of Police

APPROVED AS TO FORM BY:

Ron MacFarlane, City Attorney

The City of Dallas, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the _____ day of _____, 2010.

APPROVED BY THE CITY OF DALLAS:

RECOMMENDED BY:

Mary K. Suhm, City Manager

David Brown, Chief of Police

APPROVED AS TO FORM:

Thomas P. Perkins, Jr.
City Attorney

Assistant City Attorney

The City of DeSoto, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the ____ day of _____, 2010.

APPROVED BY THE CITY OF DESOTO:

RECOMMENDED BY:

Jim Baugh, City Manager

W.M. Brodnax, Chief of Police

APPROVED AS TO FORM BY:

Joseph J. Gorfina, Jr, City Attorney

The City of Duncanville, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the ____ day of _____, 2010.

**APPROVED BY THE
CITY OF DUNCANVILLE:**

RECOMMENDED BY:

Kent Cagle, City Manager

Robert Brown, Chief of Police

APPROVED AS TO FORM BY:

Robert Hager, City Attorney

The City of Garland, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the _____ day of _____, 2010.

**APPROVED BY THE
CITY OF GARLAND:**

RECOMMENDED BY:

Bill Dollar, City Manager

Mitch Bates, Chief of Police

APPROVED AS TO FORM BY:

Brad Neighbor, City Attorney

The City of Grand Prairie, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the _____ day of _____, 2010.

**APPROVED BY THE
CITY OF GRAND PRAIRIE:**

RECOMMENDED BY:

Tom Hart, City Manager

Glen Hill, Chief of Police

APPROVED AS TO FORM BY:

Don Postell, City Attorney

The City of Irving, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the _____ day of _____, 2010

APPROVED BY THE CITY OF IRVING:

RECOMMENDED BY:

Herbert A. Gears, Mayor

Larry Boyd, Chief of Police

APPROVED AS TO FORM BY:

Charles Anderson, City Attorney

The City of Lancaster, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the _____ day of _____, 2010.

**APPROVED BY THE
CITY OF LANCASTER:**

Rickey Childers, City Manager

RECOMMENDED BY:

Keith L. Humphrey, Chief of Police

APPROVED AS TO FORM:

Robert Hager, City Attorney

The City of Mesquite, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the _____ day of _____, 2010.

**APPROVED BY THE
CITY OF MESQUITE:**

RECOMMENDED BY:

Ted Barron, City Manager

Derek Rohde, Chief of Police

APPROVED AS TO FORM BY:

B.J. Smith, City Attorney

The City of Richardson, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the _____ day of _____, 2010.

**APPROVED BY THE
CITY OF RICHARDSON:**

RECOMMENDED BY:

Bill Keffler, City Manager

Jimmy L. Spivey, Chief of Police

APPROVED AS TO FORM:

Peter G. Smith, City Attorney

Council Agenda Item: #R9

AGENDA CAPTION:

Presentation and Discussion of 2nd Quarter Financial Review.

FINANCIAL IMPACT:

NA

BACKGROUND:

NA

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

No Attachments Available

Type: