

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

7:30 PM

OCTOBER 12, 2010

TOWN HALL

ADDISON TOWN HALL, 5300 BELT LINE ROAD, DALLAS, TX 75254 STARTING TIMES: REGULAR MEETING 7:30PM

REGULAR MEETING

Pledge of Allegiance

<u>Item #R1</u>- Consideration of Old Business

Introduction of Employees

Discussion of Events/Meetings

Item #R2- Consent Agenda.

#2a- Approval of Minutes for:

09/21/2010 Special Meeting of the City Council

09/28/2010 Regular City Council Meeting and Work Session

#2b-

Approval of a resolution authorizing the City Manager to accept and enter into a RAMP (Routine Airport Maintenance Program) Grant Agreement between the Texas Department of Transportation and the Town of Addison, for airport improvements at Addison Airport.

#2c-

Approval of a temporary employment agreement between the Town of Addison and Thomas L. Forrest.

Item #R3 Presentation, discussion and consideration of approval of members to the Board of Zoning Adjustment.

Attachment(s):

- 1. Memo from Carmen Moran
- 2. List of BZA members

Item #R4
Presentation and discussion of the findings of the
Feasibility Study completed for the State Energy
Conservation Office (SECO) and consideration of approval
of a contract with SWG Energy to purchase and install a
3.5 KW Cleanfield Wind Turbine for \$41,620.00 on the
future Elevated Storage Tank site at Surveyor and Arapaho
Road.

Adjourn Meeting

Posted:

Lea Dunn, 10/7/2010, 5PM

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: #R 2a

Approval of Minutes for:	
09/21/2010 Special Meeting of the City Cou	uncil
09/28/2010 Regular City Council Meeting a	and Work Session
FINANCIAL IMPACT:	
N/A	
BACKGROUND:	
N/A	
RECOMMENDATION:	
COUNCIL GOALS:	
N/A	
ATTACHMENTS:	
Description:	Type:
☐ 09-21-2010 Special Meeting and Work Session	Backup Material
☐ 09-28-2010 Regular City Council Meeting and Work Session	Backup Material

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL SPECIAL MEETING AND WORK SESSION

September 21, 2010 6:00 PM - Town Hall

Addison Town Hall, 5300 Belt Line, Dallas, TX 75254 Starting Times: Work Session

6:00PM, Special Meeting 7:30PM Posted: 09/16/2010, 5PM Lea Dunn

Council Members Present:

Clemens, Daseke, Lay, Mellow, Noble, Resnik

Absent:

Chow

<u>Item #WS1</u> - Discussion regarding "Visit Addison" design and construction for the new Visitor Center.

There was no action taken.

<u>Item #S1</u> - Presentation, discussion and consideration of approval of the award of a contract to Interprise/Southwest Interior & Space Design, Inc., for professional services including design, architecture and engineering for completion of construction drawings for Visitor Information Center at Suite 400 at 5100 Belt Line Road at a cost not to exceed \$175,780.00.

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: Clemens, Daseke, Lay, Mellow, Noble, Resnik

Voting Nay: None

Absent: Chow

<u>Item #S2</u> - Presentation, discussion and consideration of approval of the award of a bid in the amount of \$147,295.00 to Highland Builders, Inc., for remodeling of Suite 430 at 5100 Belt Line Road for Visitor Services offices.

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: Clemens, Daseke, Lay, Mellow, Noble, Resnik

Voting Nay: None

Absent: Chow

<u>Item #S3</u> - Presentation, discussion and consideration of approval of an ordinance adopting the Town of Addison annual budget for the fiscal year 2010-2011.

Randy Moravec summarized the proposed budget.

A motion to Approve was made by Councilmember Bianca Noble.

The motion was seconded by Councilmember Neil Resnik.

The motion result was: Passed

Voting Aye: Clemens, Daseke, Lay, Mellow, Noble, Resnik

Voting Nay: None

Absent: Chow

<u>Item #S4</u> - Presentation, discussion and consideration of approval of an ordinance adopting the property tax rate for the fiscal year 2010-2011. The proposed FY11 property tax rate is \$0.5300 per \$100.00 assessed value which compares to an FY10 property tax rate of \$0.4960.

A motion to Approve was made by Councilmember Roger Mellow.

The motion was seconded by Councilmember Bianca Noble.

The motion result was: Passed

Voting Aye: Clemens, Daseke, Lay, Mellow, Noble, Resnik

Voting Nay: None

Absent: Chow

<u>Item #S5</u> - Presentation, discussion and consideration of approval of an amendment to the Code of Ordinances of the City by amending Chapter 82 (Utilities), Article I (In General), Division 5 (Rates and Charges) by amending Section 82-76 and Section 82-77 increasing sewage rates and water rates for all customer classifications and the volume included in the monthly minimum bill for certain users.

A motion to Approve was made by Councilmember Kimberly Lay.

The motion was seconded by Councilmember Neil Resnik.

The motion result was: Passed

Voting Aye: Clemens, Daseke, Lay, Mellow, Noble, Resnik

Voting Nay: None

Absent: Chow

<u>Item #S6</u> - Presentation, discussion and consideration of approval of an Ordinance of the Town of Addison, Texas amending Chapter 18, Building and Building Regulations, of the Code of Ordinances of the Town by changing Section 18-1 (building permit fee schedule) and Section 18-2 (subcontractor's and miscellaneous pemit fee schedule) of Article I (In general) of Chapter 18 by increasing certain fees.

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: Clemens, Daseke, Lay, Mellow, Noble, Resnik

Voting Nay: None

Absent: Chow

<u>Item #S7</u> - Presentation, discussion and consideration of approval of an Ordinance of the Town of Addison, Texas amending Chapter 62, Signs, of the Code of Ordinances of the Town by amending Section 62.57 (fees) regarding sign permit fees.

A motion to Approve was made by Councilmember Neil Resnik. The motion was seconded by Councilmember Kimberly Lay.

The motion result was: Passed

Voting Aye: Clemens, Daseke, Lay, Mellow, Noble, Resnik

Voting Nay: None

Absent: Chow

Item #S8 - Presentation, discussion and consideration of approval of an Ordinance of the Town of Addison, Texas amending various sections of the Code of Ordinances of the Town relating to the public health, safety, and welfare and the issuance of permits or licenses in connection therewith, being Section 18-514, (Fee for License to own and operate apartment complex), Section 18-723 (fee for permit to operate a public pool or semipublic pool or spa), and Section 46-32 (b) (fee for permit to operate a food establishment).

A motion to Approve was made by Councilmember Bianca Noble.

The motion was seconded by Councilmember Kimberly Lay.

The motion result was: Passed

Voting Aye: Clemens, Daseke, Lay, Mellow, Noble, Resnik

Voting Nay: None

Absent: Chow

<u>Item #S9</u> - Discussion regarding Charter Election Communication Plan.

There was no action taken.

	Mayor-Joe Chow
Attest:	

City Secretary-Lea Dunn

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL WORK SESSION

September 28, 2010 6:00 PM - Town Hall Addison Town Hall, 5300 Belt Line, Dallas, TX 75254 Starting Times: Work Session 6:00PM, Regular Meeting 7:30PM Upstairs Conference Room
Council Members Present:
Clemens, Daseke, Lay, Mellow, Noble, Resnik
Absent:
Chow
Work Session
<u>Item #WS1</u> - Discussion regarding the Police Department entering into an Assessment Services Agreement with Fusion Q Corporation. The purpose of the agreement is to create a law enforcement based incubator to test and evaluate new law enforcement related technologies. The products and services will be provided at no cost to the Town.
Ron Davis made the presentation and led the discussion.
There was no action taken.
Mayor-Joe Chow Attest:
City Secretary-Lea Dunn

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL REGULAR MEETING

September 28, 2010

6:00 PM - Town Hall

Addison Town Hall, 5300 Belt Line, Dallas, TX 75254 Starting Times: Work Session

6:00PM, Regular Meeting 7:30PM

Executive Session started at 8:00PM and adjourned at 8:40PM. Posted: Lea Dunn,

9/23/2010, 5PM

Council Members Present:

Clemens, Daseke, Lay, Mellow, Noble, Resnik

Absent:

Chow

REGULAR MEETING

Item #R1 - Consideration of Old Business

The following employee was introduced:

Cash Fortune with the Fire Department.

Barbara Kovacevich gave an update regarding the numbers from Oktoberfest 2010.

Mark Acevedo gave an update regarding the Airport Contract.

There was no action taken.

Item #R2 - Consent Agenda

#2a - Approval of Minutes for: 09/14/2010 Regular City Council Meeting and Work Session

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: Clemens, Daseke, Lay, Mellow, Noble, Resnik

Voting Nay: None

Absent: Chow

<u>#2b</u> - Approval to execute the proposed Second Amendment to the Lease Agreement extending the term of the current lease with Concourse Plaza II, Ltd., to September 30, 2014 (or February 28, 2014 should we choose to terminate the lease early) for lease of the Airport Management offices.

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: Clemens, Daseke, Lay, Mellow, Noble, Resnik

Voting Nay: None

Absent: Chow

<u>Item #R3</u> - Presentation, discussion and consideration of approval of appointment of members to the Board of Zoning Adjustment.

Council Members Lay, Mellow, Noble and Resnik have open appointments.

Council Member Noble reappointed Lori Ward.

A motion to Approve was made by Councilmember Bianca Noble.

The motion was seconded by Councilmember Don Daseke.

The motion result was: Passed

Voting Aye: Clemens, Daseke, Lay, Mellow, Noble, Resnik

Voting Nay: None

Absent: Chow

Council Member Mellow reappointed Roy Stockard.

A motion to Approve was made by Councilmember Roger Mellow.

The motion was seconded by Councilmember Blake Clemens.

The motion result was: Passed

Voting Aye: Clemens, Daseke, Lay, Mellow, Noble, Resnik

Voting Nay: None

Absent: Chow

Council Members Lay and Resnik will make their appointments at a later date.

<u>Item #R4</u> - Presentation, discussion and consideration of approval of an ordinance amending the Town's investment policy set forth in Chapter 2, Article IV, Division 3 of the Town's Code of Ordinances

A motion to Approve was made by Councilmember Kimberly Lay.

The motion was seconded by Councilmember Roger Mellow. The motion result was: Passed Voting Aye: Clemens, Daseke, Lay, Mellow, Noble, Resnik Voting Nay: None

Absent: Chow

<u>Item #R5</u> - Presentation, discussion and consideration of approval of a resolution adopting the Town of Addison Investment Strategy for Fiscal Year 2010-2011.

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: Clemens, Daseke, Lay, Mellow, Noble, Resnik

Voting Nay: None

There was no action taken.

Absent: Chow

Item #ES1 - Closed (executive) session of the Addison City Council, pursuant to Section 551.071 of the Texas Government Code, to conduct a private consultation with its attorney(s) to seek the advice of its attorney(s) about pending litigation, to wit: In Re. GREAT ESCAPE AVIATION, INC., DEBTOR.; Case No. 10-35871-hdh11, Chapter 11; pending in the United States Bankruptcy Court for the Northern District Court of Texas-Dallas Division.

<u>Item #R6</u> - Consideration of any action regarding certain pending litigation, to wit: In Re. GREAT ESCAPE AVIATION, INC., DEBTOR.; Case No. 10-35871-hdh11, Chapter 11; pending in the United States Bankruptcy Court for the Northern District Court of Texas-Dallas Division.

Attest:	Mayor-Joe Chow
 City Secretary-Lea Dunn	

Council Agenda Item: #R 2b

AGENDA CAPTION:

Approval of a resolution authorizing the City Manager to accept and enter into a RAMP (Routine Airport Maintenance Program) Grant Agreement between the Texas Department of Transportation and the Town of Addison, for airport improvements at Addison Airport.

FINANCIAL IMPACT:

Airport Fund: \$50,000 RAMP Grant \$50,000

BACKGROUND:

The Town of Addison annually receives a RAMP (Routine Airport Maintenance Program) grant administered by the Texas Department of Transportation, Aviation Department under the State Block Grant program. The grant is eligible for maintenance projects on the airport such as, pavement repairs, pavement markings, general maintenance, etc. This year staff has earmarked the grant to be used for taxiway improvements for Taxiway Romeo. The grant will be a 50/50 matching grant, \$50,000 TXDOT Funds and \$50,000 Town of Addison Airport Funds.

Funds required for the Town's share is budgeted and available in the Airport fund.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Develop and utilize the Addison Airport as an engine to drive economic growth in the community

ATTACHMENTS:

Description: Type:

No Attachments Available

Council Agenda Item: #R 2c

AGENDA CAPTION:

Approval of a temporary employment agreement between the Town of Addison and Thomas L. Forrest.

FINANCIAL IMPACT:

\$100,000 budgeted in the City Manager's budget.

BACKGROUND:

There are several major construction projects that are complex and have very specific deadlines. In order to ensure that the work is completed on time and in conformance with all the necessary federal and state requirements, staff is recommending that Tom Forrest be hired on a temporary basis to assist staff. The agreement is for a six month period.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

ATTACHMENTS:

Provide Superior Public Safety, Customer Service, Social and Health Services to the Community, Conduct the Business of the Town in a Fiscally Responsible Manner

Description:	Type:
☐ Temporary Employment Agreement	Backup Material

STATE OF T	EXAS	§ 8	TEMPORARY EMPLOYMENT AGREEMENT
COUNTY OF	DALLAS	§	
	f	, 201	t Agreement (" <u>Agreement</u> ") is made and entered into on this 10 by and between the Town of Addison, Texas (the " <u>City</u> ")
and Thomas E.	Tonest (IX	<u> </u>	Recitals:

- 1. The Town of Addison, Texas desires to employ Forrest, on a temporary basis, to provide certain services to the City which are described in this Agreement, and Forrest desires to
- accept such employment with the City to provide such services.
- 2. By this Agreement, the City and Forrest desire to establish the conditions of Forrest's employment with the City.
- **NOW, THEREFORE**, for and in consideration of the employment of Thomas L. Forrest by the Town of Addison, Texas, the services to be provided by Forrest as set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, the Town of Addison, Texas and Thomas L. Forrest agree as follows:
- 1. <u>Incorporation of Recitals</u>. The Recitals set forth above are true and correct and incorporated herein for all purposes.
 - 2. <u>Employment; Services; Term.</u>
- A. The City hereby employs Forrest, and Forrest accepts the employment from the City, to provide the work and services to the City set forth in Exhibit A attached hereto and incorporated herein ("Services").
- B. Forrest's employment with the City shall commence on October 1, 2010 and shall end on March 31, 2011, subject, however, to the earlier termination of Forrest's employment. Such term of employment may be extended by written agreement of the City and Forrest, which extension (if any) shall be on the same terms and conditions as this Agreement.

Notwithstanding any other provision of this Agreement, Forrest is and shall at all times be an "at will" employee and Forrest's employment may be terminated at any time by the City, with or without cause (for any or no reason), and with or without notice. Nothing in this Agreement alters, or shall be construed to alter, the continuing at-will status of Forrest's employment with the City. Forrest may resign his employment with the City and terminate this Agreement at any time for any or for no reason.

Forrest is and shall be deemed to be a "Temporary/Seasonal" employee as described in Section 3.03 of the Employee Handbook of the City. Employee is an exempt employee for purposes of federal and state wage and hour laws, and is not eligible for overtime compensation. Forrest has no right of appeal of any termination of his employment from the City.

- C. Forrest shall report to and be under the supervision of Lea Dunn, the Deputy City Manager.
- D. Forrest shall diligently perform the Services, and shall provide a minimum of forty (40) business hours a week in the performance of the Services, inclusive of any City holiday period.

3. Compensation; Benefits.

- A. For the provision of the Services, the City agrees to pay Forrest the salary sum of Fifteen Thousand and No/100 Dollars (\$15,000.00) per month, which sum shall be divided so that it may be paid in equal installments at the same time as other employees of the City are paid. The City shall withhold from payments to Forrest (i) federal income tax, and (ii) Federal Insurance Contributions Act (FICA) taxes. The first and last such payment shall be prorated as may be necessary to reflect the number of days in the applicable pay period that Forrest is employed pursuant to this Agreement. Upon termination of this Agreement, Forrest shall not be entitled to any severance or termination pay or any additional compensation or payment whatsoever.
- B. As set forth above, Forrest is a "Temporary/Seasonal" employee as set forth in Section 3.03 of the City's Employee Handbook. Accordingly, as provided by the said Section 3.03, Forrest will receive all legally mandated benefits, such as workers' compensation insurance coverage, but is not eligible for the City's other employment benefits (such other employment benefits including, without limitation, vacation leave, sick leave, health insurance, disability benefits, flexible spending plan, tuition reimbursement, retirement benefits, or any other employee benefits provided by the City to its full-time employees and benefited part-time employees).

4. Miscellaneous.

- A. <u>Applicable Law; Venue</u>. The Agreement shall be construed under and governed by the laws of the State of Texas, without regard to choice of law rules, and all obligations of the parties created by this Agreement are performable in Dallas County, Texas. Venue for any action under this Amendment shall lie exclusively in Dallas County, Texas.
- B. <u>Assignment</u>. Neither party hereto has authority to and shall not assign, transfer, or otherwise convey any interest herein.
- C. <u>Rights and Remedies Cumulative; Non-Waiver.</u> The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. Failure of any party hereto, at any time, to enforce a provision of this Agreement shall in no way or event constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term or provision of this Agreement shall be deemed waived or any

breached excused unless the waiver or excusing of the breach shall be in writing and signed by the party claimed to have waived or excused. Further, any consent to or waiver of a breach shall not constitute consent to or waiver of or excuse of any other different or subsequent breach.

- D. <u>No Third-Party Beneficiaries</u>. This Agreement and all of its terms and provisions are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- E. <u>Severability</u>. The provisions of this Agreement are severable, and if any provision is held to be illegal, invalid or unenforceable, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.
- G. <u>Entire Agreement and Modification</u>. This Agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.
- H. <u>Headings</u>. The headings of the sections and paragraphs of this Agreement have been inserted for convenience of references only and shall not be construed or interpreted to restrict or modify any of the terms or provisions hereof.
- I. <u>Notice</u>. For purposes of this Agreement, notice or requests shall be given in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) personally delivered or (ii) sent by United States certified mail, postage prepaid, return receipt requested. Notice shall be deemed given when received if personally delivered, or forty-eight (48) hours after deposit if sent by mail. Addresses for such notices or requests are as follows:

To the City:

To Forrest:

Town of Addison, Texas 5300 Belt Line Road Dallas, Texas 75254 Attn: City Manager Mr. Thomas L. Forrest 1207-B E. 2nd Street Austin, TX 78702

From time to time either party may designate another address by giving the other party not less than ten (10) days advance notice of such change of address in accordance with the provisions hereof.

J. <u>Binding Effect</u>. This Agreement shall be binding upon and shall inure to the benefit of each party hereto and each party's respective successors, heirs, assigns, and legal representatives.

	K.	Employee Acknowledgement	. Forrest	has read the content	ts of this Agreement
and u	ındersta	nds its terms and provisions.			
	EXE	CUTED in duplicate originals o	n this	day of	, 2010.
	TOW	N OF ADDISON, TEXAS		EMPLOY	YEE
By:_			By:		
-	Ron V	Whitehead, City Manager	J	Thomas L. Forrest	

EXHIBIT A TO TEMPORARY EMPLOYMENT AGREEMENT

The Services to be provided by Forrest are as follows (except as otherwise directed by the Deputy City Manager or the Deputy City Manager's designee):

- 1. Assist the Deputy City Manager and senior management staff, as needed, and as directed by the Deputy City Manager or the Deputy City Manager's designee.
 - 2. Projects. Support the City and the City management in the following areas:
 - Provide coordination for all infrastructure related activities including buildings, parks, street and drainage improvements, bridges, trails, utilities and related amenities and appurtenances including, but not limited to, the following:
 - o Vitruvian development;
 - o Visitor Information Center;
 - o Redding Trail;
 - o Belt Line median and other street corridor improvements;
 - o Spring Valley intersection improvements;
 - o Undergrounding of over-head utilities; and
 - o Dallas Independent School District (DISD) Campus Park (Bush Elementary School).
 - Review and comment on agreements and contracts and prepare draft agreements as necessary.
 - Review and comment on processes and procedures for requesting proposals/qualifications, (RFPs/RFQs), design, bidding, construction and close-out.
 - Perform such other duties as directed by the Deputy City Manager or the Deputy City Manager's designee.

3. Administration and Budgeting

- Prepare budgets and budget information as needed.
- Administer, as necessary, grants and funds related to Projects such as general obligation (GO) bonds, certificates of obligation, funding from partners and other partner funding.
- Prepare processes and procedures as needed for consideration and adoption including requesting proposals/qualifications, (RFPs/RFQs), design, bidding, construction and close-out

- 4. <u>Relationships</u>. Maintain good, effective working relationships with the following entities in connection with project development and completion including, but not limited to, the following:
 - Dallas County;
 - Cities of Farmers Branch, Carrollton, Plano, Dallas, etc.;
 - Brookhaven Community College;
 - North Central Texas Council of Governments (NCTCOG);
 - DISD:
 - Addison Business Community and Metrocrest Chamber of Commerce;
 - The Craft Guild of Dallas; and
 - United Dominion Realty (UDR) and all developers working in the City.

Maintain effective working relationships with the City's professional staff and contractors including engineers, architects, landscape architects, attorneys, and project/construction managers.

Council Agenda Item: #R3

Presentation, discussion and consideration of approval of

AGENDA CAPTION:

Memo from Carmen Moran

☐ <u>List of BZA members</u>

members to the Board of Zoning A	Adjustment.
FINANCIAL IMPACT:	
NA	
BACKGROUND:	
On September 28, 2010, Council rappointed members to the Board. Daseke have appointments that armembers Lay and Resnik have open	Council members Clemens and re current. Mayor Chow, Council
RECOMMENDATION:	
council goals: N/A	
ATTACHMENTS: Description:	Type:

Cover Memo

Backup Material

Memorandum

September 30, 2010

TO: Ron Whitehead, City Manager

FROM: Carmen Moran, Director of Development Services

SUBJECT: Board of Zoning Adjustment

On September 28, 2010, the Council appointed two members to the Board of Zoning Adjustment.

Council member Noble reappointed Lori Ward and Council member Mellow reappointed Roy Stockard.

Council members Daseke and Clemens have appointments that are still current.

Council members Lay and Resnik have appointments open.

Mayor Chow had appointed Charles Martin, but his third term expired on May 28, 2010. Since Board members can serve only three terms, Mayor Chow has an appointment open.

A copy of the current membership list has been provided.

BOARD OF ZONING ADJUSTMENT

MEMBERS

Bob Baumann

4004 Sherry Lane Addison, TX 75001-3129

(H) 972-866-0070

Term Expires: 08-14-2011 2nd Term

Appointed by: BRAUN

Derek Blount

15635 Mildred Place #4508 Addison, TX 75001-6886 (W) 214-722-4822 (C) 972-822-1311

Term Expires: 4-28-2011 1st Term

Appointed by: DASEKE

Burk Burkhalter

3824 Waterford Drive Addison, TX 75001-7954

(H) 972-243-7110

Term Expires: 06-09-2011 1st Term

Appointed by: CLEMENS

Charles "Chick" Martin

14810 Lochinvar Drive Dallas, TX 75254-7528 (H) 972-239-6044

Term Expired: 05-28-2010 3rd Term

Appointed by: CHOW

Becky Thompson

17112 Vinland Drive Addison, TX 75001-5054 (H) 972-250-1801

Term Expires: 08-14-2009 1st Term

Appointed by: LAY

Lori Ward

14801 Lake Forest Drive Dallas, TX 75254-7615 (W) 214-840-7188

Term Expires: 6-10-2010 1st Term

Appointed by: NOBLE

ALTERNATES

Virgil Burkhardt

4007 Winter Park Lane Addison, TX 75001-4904

(H) 972-490-8517

Term Expires: 05-25-2010 3rd Term

Appointed by: MELLOW

William Green

3845 Canot Lane Addison, TX 75001-7904

(W) 214-263-5661

(H) 972-484-3234

Term Expires: 05-25-2010 3rd Term

Appointed by: CLEMENS

Roy Stockard

14853 Oaks North Place Dallas, TX 75254-7634 (H) 972-490-9704

Term Expires: 05-27-2010 1st Term

Appointed by: MELLOW

STAFF LIAISON

Carmen Moran

Town of Addison P.O. Box 9010 Addison, TX 75001 972-450-2886

Council Agenda Item: #R4

AGENDA CAPTION:

Presentation and discussion of the findings of the Feasibility Study completed for the State Energy Conservation Office (SECO) and consideration of approval of a contract with SWG Energy to purchase and install a 3.5 KW Cleanfield Wind Turbine for \$41,620.00 on the future Elevated Storage Tank site at Surveyor and Arapaho Road.

FINANCIAL IMPACT:

Procurement of demo wind turbine: \$41,620.00

The Town of Addison received a State Energy Conservation Office (SECO) block grant for \$53,000.00 to be used towards purchase of wind turbine materials for this project. SECO is also reviewing the recently submitted Feasibility Study for the potential funding of \$472,400.00 for ten wind turbines on top of the elevated storage tank (EST) and associated learning center items. Project Manager: Nancy S. Cline, P.E.

BACKGROUND:

The Texas Commission in Environmental Quality (TCEQ) has recommended that the Town pursue construction of additional elevated storage in order to provide 100 gallons of elevated storage per connection. A letter to the Town of Addison from TCEQ, dated January 7, 2006, indicated that the Town had reached 94.5% of its elevated storage capacity. Freese and Nichols, Inc., was retained in 2006 by the Town of Addison to perform a Water Distribution Study. The 2006 study determined that additional elevated storage was needed. At the November 27, 2007 Council meeting, Council approved a contract with Freese & Nichols, Inc. to perform preliminary engineering for the elevated storage tank (EST). With the high visibility of the proposed location of the new tower (Surveyor and Belt Line) and its proximity to the planned Arapaho Rd. trail extension to the utility easement, the new water tower offers an opportunity to provide an iconic statement for the community.

On November 11, 2008, Council approved a professional design

services contract with Freese & Nichols for \$550,000.00 for the design and general construction representation services of the 1.5 million gallon tank. In the preliminary design phase of the elevated tank, the Town, Freese & Nichols and SWG Energy underwent an extensive evaluation process to select the most efficient wind turbine that fits the project constraints. While final design of the elevated tank is underway, a demonstration wind turbine unit will be installed at the new elevated tank site to begin evaluating system performance. Once the project is completed, the demonstration unit will be utilized by the learning center. The data from this unit will be evaluated along with the data from the anemometers.

This contract includes the installation of a 3.5 KW Cleanfield Wind turbine mounted on top of an approximately 60 ft pole, which will match the style of the nearby street light poles. The contract also includes the construction of a standard concrete pole base, complete balance of system, shipping of all equipment, complete turnkey installation, final connection by licensed electrician and final electrical permit inspection. The total cost of this contract is \$41,620.00.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Provide Superior Public Safety, Customer Service, Social and Health Services to the Community, Take actions to make Addison a leader in sustainable development and operations that protect and enhance the Town's quality of life

ΛТ:	ТΛ	\sim	LIN	. 1		N	т	C	
ΑI	IΑ	U	H١	VΙ	ᄗ	N		J	

Description:	Туре	e:

No Attachments Available