



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

6:00 PM

JANUARY 25, 2011

TOWN HALL

5300 BELT LINE, DALLAS, TX 75254 STARTING TIMES:
WORK SESSION 6PM, REGULAR MEETING 7:30PM

WORK SESSION

Item
#WS1 - Presentation and discussion regarding entering into an agreement with R.H. Shackelford, Inc. to provide project management services for various projects with special emphasis on the Redding Trail project, Bush Elementary, and Spring Valley Road; and an update on current capital projects.

Attachment(s):

1. Program/Project Management memorandum
-

REGULAR MEETING

Pledge of Allegiance

Item #R1- Consideration of Old Business

Introduction of Employees

Discussion of Events/Meetings

Item #R2- Consent Agenda.

#2a- Approval of Minutes for: 01/11/2011 Regular City Council Meeting

#2b- Presentation, discussion and consideration of approval to authorize the City Manager to execute a Discretionary Service Agreement with Oncor Electric Delivery Company, LLC in the amount of \$77,779.21 for the installation of electrical facilities to serve certain public infrastructure (including park, streetscape and other public infrastructure improvements) within that area of the Town generally known as Vitruvian Park (Vitruvian Park Public Infrastructure Phase 1C).

#2c- Approval to award a contract in the amount of \$50,783.10 to Curtco, Inc. for joint and crack sealing on Quorum Drive.

Item #R3 Discussion and consideration of the acceptance of the resignation of Don Daseke as a Council Member of the Addison City Council.

Attachment(s):

1. Don Daseke Resignation Letter
-

Item #R4 Discussion regarding process for filling the vacancy on the City Council created by the resignation of Don Daseke.
-

Item #R5 Presentation, discussion and consideration of approval of the appointment of Mayor Pro Tempore and Deputy Mayor Pro Tempore.
-

Recommendation:

Staff recommends approval.

Item #R6 Appointment of a Member to the Addison Planning and Zoning Commission.
-

Item #R7 Presentation, discussion and consideration of approval authorizing the City Manager to enter into an agreement with R.H.Shackelford, Inc. (RHSI) to provide project management services for Redding Trail Project, Bush Elementary and Spring Valley Road in an amount not to exceed \$48,600.
-

Attachment(s):

1. R.H.Shackelford, Inc. proposal
2. R.H. Shackelford, Inc. fee proposal

Recommendation:

Staff recommends approval

Item #R8 Presentation, discussion and consideration of approval of a resolution suspending the February 14, 2011 effective date of Oncor Electric Delivery Company's requested rate change to permit the Town time to study the request and to establish reasonable rates, and providing for other matters related thereto.
-

Attachment(s):

1. Oncor Rate Suspension Resolution

Recommendation:

Staff recommends approval.

Item #R9 Presentation, discussion and consideration of approval of an Economic Development Program Grant Agreement between the Town of Addison and United Services Automobile Association (USAA) regarding provision of an economic development incentive grant.

Recommendation:

Staff recommends approval.

Adjourn Meeting

Posted:

01/21/2011, 5PM, 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 regarding entering into an agreement with R.H. Shackelford, Inc. to provide project management services for various projects with special emphasis on the Redding Trail project, Bush Elementary, and Spring Valley Road; and an update on current capital projects.

FINANCIAL IMPACT:

Costs for project management are included in each capital project and paid from the various funding sources, including bonds and grants.

BACKGROUND:

See attached memorandum

RECOMMENDATION:

COUNCIL GOALS:

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

ATTACHMENTS:

Description:

[Program/Project Management memorandum](#)

Type:

Cover Memo

Memorandum

To: Mayor and City Council

From: Lea Dunn, Deputy City Manager

Date: January 18, 2011

Subject: Program/Project Management Professional Services

As you know the Town has two engineers whose responsibilities include the day to day management of the Public Works Department, the coordination of construction projects, management of the Town's utilities and storm water management program, plan review for both public and private developments, serving as liaison to various COG and DART committees and interfacing with the public on a number of items. In addition to these duties, they are currently coordinating several high profile projects that have very specific deadlines and require the coordination of a number of agencies. There have been concerns about the ability of staff to successfully address their various job duties while at the same time ensuring that the construction projects deadlines are met.

In an effort to provide additional support during this time, staff solicited proposals for program/project management services in November. The goal was to identify several firms who could assist the Town with project/program management on an as needed basis. A total of 11 firms responded and staff identified three firms to interview. Based on interviews held in December, staff is recommending that the Town enter into an agreement with R.H. Shackelford, Inc. (RHSI) in an amount not to exceed \$48,600 to provide project management services for various projects but specifically the Redding Trail project, Bush Elementary, and Spring Valley Road.

Costs for project management are included in the cost of each capital project and paid from the various funding sources, including bonds and grants. Currently the Town depends on staff or pays the design firm to provide project management. This approach has not provided the most efficient use of time and resources.

With the addition of RHSI services, staff would continue to manage the day to day operations of the Department, the storm water management program,

management of the Town's utilities, provide plan review for both public, including capital projects, and private developments and interface with the public. RHSI role would be to supplement the Town's existing engineering staff and ensure that the current capital projects were completed on time and within budget. RHSI would report directly to Tom Forrest who would coordinate their efforts.

As a result of the proposal process, staff identified a number of firms who could assist the Town on future construction projects or bond initiatives. Staff would recommend that a list of the qualified firms be maintained and that the firms be engaged when specific needs arise. Staff believes that this approach is a better utilization of resources.

Council Agenda Item: #R 2a

AGENDA CAPTION:

Approval of Minutes for: 01/11/2011 Regular City Council Meeting

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[Minutes for 1/11/2011 Regular City Council Meeting](#)

Type:

Backup Material

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

January 11, 2011

7:30 PM - Town Hall

Addison Town Hall, 5300 Belt Line, Dallas, TX 75254 Starting Time: Regular Meeting
7:30PM

1/7/2011, 5PM, Lea Dunn

Council Members Present:

Chow, Clemens, Daseke, Lay, Mellow, Noble, Resnik

Absent:

None

REGULAR MEETING

Item #R3 - Presentation, discussion and consideration of approval of a license agreement between the Town of Addison and UDR, Inc., to permit UDR to construct and place certain banners on street light poles located within the public rights-of-way, and a monument sign to be located on real property owned by the Town located at the southwest corner of Spring Valley Road and Vitruvian Way.

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

Voting Nay: None

Item #R4 - Presentation, discussion and consideration of approval of an ordinance amending Chapter 62, Signs, of the Code of Ordinances, by amending Section 62.289 - Special Districts, in order to add a new Section, Section G, containing Special District sign standards for Vitruvian Park.

Ordinance 011-001 was approved.

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

Voting Nay: None

Item #R5 - PUBLIC HEARING Case 1607-Z-1/MHSS Addison, LP. Presentation, discussion and consideration of approval of an ordinance amending Planned

Development Ordinance 009-004, Section 4. Development Standards and Conditions, Sub-section (a) Area Regulations., paragraph (iii), in order to revise a requirement for a parking structure on an interior lot line on Tract I from ten (10) feet to zero (0) feet, and eliminate a requirement for a ten (10) foot landscape buffer on an interior lot line on Tract I., and provide for approval of development plans in an existing Planned Development district, (#009-004), located on approximately 6.9 acres at the northwest and southwest corners of Sojourn Drive and Dallas Parkway, on application from MHSS Addison, LP, represented by Mr. Marc Goldman.

COMMISSION FINDINGS: The Addison Planning and Zoning Commission, meeting in regular session on December 16, 2010, voted to recommend approval of an ordinance amending Planned Development Ordinance 009-004, Section 4 Development Standards and Conditions, Sub-section (a) Area Regulations, paragraph (iii), in order to revise a requirement for a parking structure on an interior lot line on Tract I from ten (10) feet to zero (0) feet, and eliminate a requirement for a ten (10) foot landscape buffer on an interior lot line on Tract I, and provide for approval of a development plan for a medical office building in an existing Planned Development district (#009-004),

subject to the following conditions: -Ordinance 009-004, Section 4. Development Standards and Conditions, Sub-section (a) Area Regulations., paragraph (iii), shall be revised to read as follows: (iii) All parking structures shall be set back from all property lines which are interior to Tract I a minimum of zero (0) feet. -the site plan shall be revised to either remove the garage entrance at the southern driveway on Addison Road, or limit the driveway to right-in/right-out traffic movements only. -prior to the issuance of a building permit, the applicant shall submit a checklist to the Building Inspection Department that lists the sustainable or "green" elements to be included in the building design and operation.

Voting Aye: Arfsten, DeFrancisco, Doherty, Hewitt, Oliver, Wheeler, Wood
Voting Nay: None
None Absent: None

Ordinance 011-002 was approved.

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

Voting Nay: None

Item #R6 - PUBLIC HEARING Case 1613-SUP/Tom Thumb. Presentation, discussion and consideration of approval of an ordinance approving a Special Use Permit for the sale of beer and wine for off-premises consumption only, located in a Local Retail zoning district and addressed as 14280 Marsh Lane, on application from Tom Thumb, represented by Mr. Gerald Franklin of the Gerald Franklin Agency.

COMMISSION FINDINGS: The Addison Planning and Zoning Commission, meeting in regular session on December 16, 2010, voted to recommend approval of a Special Use

Permit for the sale of beer and wine for off-premises consumption only, subject to no conditions.

Voting Aye: Arfsten, DeFrancisco, Doherty, Hewitt, Oliver, Wheeler, Wood Voting Nay: none Absent: none

Ordinance 011-003 was approved.

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

Voting Nay: None

Item #R7 - PUBLIC HEARING Case 1614-SUP/Pennysavers Foodstore. Presentation, discussion and consideration of approval of an ordinance approving a Special Use Permit for the sale of beer and wine for off-premises consumption only, located in a Local Retail zoning district and addressed as 14330 Marsh Lane, on application from Mr. Abdul Hadwani of Altaf Foodstore, Inc.

COMMISSION FINDINGS: The Addison Planning and Zoning Commission, meeting in regular session on December 16, 2010, voted to recommend approval of a Special Use Permit for the sale of beer and wine for off-premises consumption only, subject to no conditions.

Voting Aye: Arfsten, DeFrancisco, Doherty, Hewitt, Oliver, Wheeler, Wood Voting Nay: none Absent: none

Ordinance 011-004 was approved.

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

Voting Nay: None

Item #R8 - PUBLIC HEARING Case 1615-SUP/TETCO. Presentation, discussion and consideration of approval of an ordinance approving a Special Use Permit for the sale of beer and wine for off-premises consumption only, located in a Local Retail zoning district and addressed as 5012 Belt Line Road, on application from TETCO Stores, LP, represented by Ms. Arlene Whitaker.

COMMISSION FINDINGS: The Addison Planning and Zoning Commission, meeting in regular session on December 16, 2010, voted to recommend approval of a Special Use Permit for the sale of beer and wine for off-premises consumption only, subject to no conditions.

Voting Aye: Arfsten, DeFrancisco, Doherty, Hewitt, Oliver, Wheeler, Wood Voting Nay: none Absent: none

Ordinance 011-005 was approved.

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

Voting Nay: None

Item #R9 - PUBLIC HEARING Case 1616-SUP/La Zaranda Restaurant. Presentation, discussion and consideration of approval of an ordinance approving a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, located at 5000 Belt Line Road, Suite 850, on application from Mesea Enterprises, LLC, represented by Mr. Mario Letayf.

COMMISSION FINDINGS: The Addison Planning and Zoning Commission, meeting in regular session on December 16, 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 only, subject to no conditions.

Voting Aye: Arfsten, DeFrancisco, Doherty, Hewitt, Oliver, Wheeler, Wood Voting Nay: none Absent: none

Ordinance 011-006 was approved.

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

Voting Nay: None

Item #R10 - PUBLIC HEARING Case 1617-Z/Town of Addison. Presentation, discussion and consideration of approval of an ordinance amending the Code of Ordinances of the Town of Addison by amending Appendix A – Zoning thereof, the same being the comprehensive zoning ordinance, by amending Article XX (Special Uses), Section 1, Subsection A. (27) thereof, by adding to such subsection additional zoning districts (being the Urban Center District, and any Planned Development District where the sale of beer and wine for off-premises consumption is allowed) in which the sale of beer and wine for off-premises consumption may be allowed upon the adoption of an ordinance authorizing the same, on application from the Town of Addison, represented by Carmen Moran.

COMMISSION FINDINGS: The Addison Planning and Zoning Commission, meeting in regular session on December 16, 2010, voted to recommend approval of an ordinance amending the Code of Ordinances of the Town of Addison by amending Appendix A –

Zoning thereof, the same being the comprehensive zoning ordinance, by amending Article XX (Special Uses), Section 1, Subsection A, (27) thereof, by adding to such subsection additional zoning districts (being the Urban Center District, and any Planned Development District where the sale of beer and wine for off-premises consumption is allowed) in which the sale of beer and wine for off-premises consumption may be allowed upon the adoption of an ordinance authorizing the same.

Voting Aye: Arfsten, DeFrancisco, Doherty, Hewitt, Oliver, Wheeler, Wood
Voting Nay: none
Absent: none

Ordinance 011-007 was approved.

The Item was approved subject to City Manager and City Attorney final approval.
A motion to Approve w/ Conditions was made by Councilmember Neil Resnik.
The motion was seconded by Councilmember Kimberly Lay.
The motion result was: Passed
Voting Aye: Chow, Clemens, Daseke, Lay, Mellow, Noble, Resnik
Voting Nay: None

Item #R11 - Presentation, discussion and consideration of approval of an Ordinance amending Chapter 82 (Utilities) of the Code of Ordinances by amending the sewer and water minimum bills for the multi-family residential customer classification, including a multi-family large user and a multi-family small user classification, and amending the volume included in the monthly minimum bill for those user classifications.

Ordinance 011-008 was approved subject to making it retroactive to October 2010.

A motion to Approve w/ Conditions was made by Councilmember Don Daseke.
The motion was seconded by Councilmember Neil Resnik.
The motion result was: Passed
Voting Aye: Chow, Clemens, Daseke, Lay, Mellow, Noble, Resnik
Voting Nay: None

Item #R12 - Presentation, discussion and consideration of approval to authorize the City Manager to execute a Professional Services Agreement with Teague Nall and Perkins, Inc., for an amount not to exceed \$54,800.00 for assistance with the implementation of the Storm Water Management Program for the Town of Addison.

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

Item #R13 - Presentation, discussion and consideration of approval to authorize the City Manager to execute a construction contract with C. Green Scaping, L.P., in the amount of \$31,964.00 for the construction of certain public infrastructure (including sidewalk improvements) within that area of the Town generally known as Addison Circle (Spectrum Drive North/South Extension).

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: Chow, Clemens, Daseke, Lay, Mellow, Noble, Resnik
Voting Nay: None

Item #ES1 - Closed (Executive) session of the Addison City Council pursuant to Section 551.087, Texas Government Code, to discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or to deliberate the offer of a financial or other incentive to such business prospect or business prospects.

Item #R14 - Presentation, discussion and consideration of approval of any action regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or to deliberate the offer of a financial or other incentive to such business prospect or business prospects.

This Item was withdrawn.
There was no action taken.

Item #R15 - Presentation, discussion and consideration of approval of an Economic Development Program Grant Agreement regarding provision of an economic development incentive grant.

This Item was withdrawn.
There was no action taken.

Attest:

Mayor-Joe Chow

City Secretary-Lea Dunn

Council Agenda Item: #R 2b

AGENDA CAPTION:

Presentation, discussion and consideration of approval to authorize the City Manager to execute a Discretionary Service Agreement with Oncor Electric Delivery Company, LLC in the amount of \$77,779.21 for the installation of electrical facilities to serve certain public infrastructure (including park, streetscape and other public infrastructure improvements) within that area of the Town generally known as Vitruvian Park (Vitruvian Park Public Infrastructure Phase 1C).

FINANCIAL IMPACT:

Funding established by Certificates of Obligation for Vitruvian Park (From the \$9,204,467 Allocated for Phase 1C by the Master Facilities Agreement, Revised Exhibit "C1"). The Project Manager is Tom Forrest.

BACKGROUND:

Payment was authorized by Council to Oncor Electric Delivery Company, LLC (Oncor) in the amount of \$43,213.27 on October 26, 2010. However, the cost provided by Oncor did not consider the timeline for construction of Bella Lane. With the construction of Bella Lane imminent, Oncor revised their plans to incorporate Bella Lane into the design. With these revisions the cost for electric service increased to \$77,779.21. Included in the Discretionary Service Agreement are all expenses incurred for putting the temporary electric lines up and taking them down when they are no longer needed and a Contribution in Aid of Construction for permanent facilities needed to serve the creek area park.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Provide Quality Leisure Opportunities

ATTACHMENTS:

Description:

Type:

- [Cost Analysis](#) Exhibit
- [DSA for Temporary Facilities](#) Exhibit
- [DSA for Permanent Facilities](#) Exhibit
- [SOC for Temporary Facilities](#) Exhibit
- [SOC for Permanent Facilities](#) Exhibit

PHASE 1C COST ANALYSIS
1/19/2011

Phase 1C Allocation from Master Facilities Agreement		\$ 9,204,467.00
Funds Shifted from Phase 1B		\$ 176,937.34
Funds Shifted from Phase 1E		\$ 150,000.00
Professional Services Fees		
Icon Consulting Engineers, Inc. (Allocated)	\$ (1,267,100.00)	
LRK (Sign Design for Park Package)	\$ (9,550.00)	
Total Professional Fees		\$ (1,276,650.00)
Construction		
Original Contract	\$ (9,140,815.30)	
Change Order #1	\$ 679,683.76	
Change Order #2	\$ (232,939.76)	
Change Order #3	\$ (190,786.00)	
Change Order #4	\$ (217,812.30)	
Change Order #5	\$ -	
Total Construction		\$ (9,102,669.60)
Construction Phase Services		
Kleinfelder (4%)	\$ (364,106.78)	
UDR (8%)	\$ (578,730.99)	
Total Construction Phase Services		\$ (942,837.77)
Park Electrical for Oncor		\$ (77,779.21)
Revenue		
Dallas County	\$ 1,000,000.00	
AT&T	\$ 23,394.00	
UDR, Inc. (Funding #1)	\$ 750,000.00	
UDR, Inc. (Funding #2)	\$ 62,686.24	
Unfunded Portion	\$ 32,452.00	
Total Revenue		\$ 1,868,532.24
Remaining Funds		\$ -

**Tariff for Retail Delivery Service
Oncor Electric Delivery Company LLC**

6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Effective Date: September 21, 2009

Page 1 of 2

6.3.4 Discretionary Service Agreement

WR # 3089482

Transaction ID: 22637

This Discretionary Service Agreement ("Agreement") is made and entered into this 19th day of January, 2011, by Oncor Electric Delivery Company LLC ("Oncor Electric Delivery Company" or "Company"), a Delaware limited liability company and distribution utility, and City of Addison ("Customer"), a _____, each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Discretionary Services to be Provided** -- Company agrees to provide, and Customer agrees to pay for, the following discretionary services in accordance with this Agreement.

Installation and removal of temporary facilities needed to provide service to the Vitruvian Park city park until permanent facilities can be installed. The city agrees to pay \$67,354.56 for this work.

2. **Nature of Service and Company's Retail Delivery Service Tariff** -- Any discretionary services covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable Public Utility Commission of Texas ("PUCT") Substantive Rules and Company's Tariff for Retail Delivery Service (including the Service Regulations contained therein), as it may from time to time be fixed and approved by the PUCT ("Company's Retail Delivery Tariff"). During the term of this Agreement, Company is entitled to discontinue service, interrupt service, or refuse service initiation requests under this Agreement in accordance with applicable PUCT Substantive Rules and Company's Retail Delivery Tariff. Company's Retail Delivery Tariff is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Retail Delivery Tariff.

3. **Discretionary Service Charges** -- Charges for any discretionary services covered by this Agreement are determined in accordance with Company's Retail Delivery Tariff. Company and Customer agree to comply with PUCT or court orders concerning discretionary service charges.

4. **Term and Termination** -- This Agreement becomes effective upon acceptance by Customer and continues in effect until the work outlined in this agreement is completed. Termination of this Agreement does not relieve Company or Customer of any obligation accrued or accruing prior to termination.

5. **No Other Obligations** -- This Agreement does not obligate Company to provide, or entitle Customer to receive, any service not expressly provided for herein. Customer is responsible for making the arrangements necessary for it to receive any further services that it may desire from Company or any third party.

6. **Governing Law and Regulatory Authority** -- This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

7. **Amendment** -- This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties. But changes to applicable PUCT Substantive Rules and Company's Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.

8. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including all attached Exhibits, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the service(s) expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation _____, and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

9. **Notices** -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

- (a) If to Company:
Oncor Electric Delivery Company LL
Attn: Karen Eastman 817-980-8973
200 N. Ector
Euless, Texas 76039



**Tariff for Retail Delivery Service
Oncor Electric Delivery Company LLC**

6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Effective Date: September 21, 2009

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(b) If to Customer:
City of Addison
Attn: Clay Barnett 972-450-2857
16801 Westgrove Drive
Addison, Texas 75001

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other.

10. **Invoicing and Payment** – Invoices for any discretionary services covered by this Agreement will be mailed by Company to the following address (or such other address directed in writing by Customer), unless Customer is capable of receiving electronic invoicing from Company, in which case Company is entitled to transmit electronic invoices to Customer.

City of Addison
Attn: Clay Barnett 972-450-2857
16801 Westgrove Drive
Addison, Texas 75001

If Company transmits electronic invoices to Customer, Customer must make payment to Company by electronic funds transfer. Electronic invoicing and payment by electronic funds transfer will be conducted in accordance with Company's standard procedures. Company must receive payment by the due date specified on the invoice. If payment is not received by the Company by the due date shown on the invoice, a late fee will be calculated and added to the unpaid balance until the entire invoice is paid. The late fee will be 5% of the unpaid balance per invoice period.

11. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

12. **Taxes** -- All present or future federal, state, municipal, or other lawful taxes (other than federal income taxes) applicable by reason of any service performed by Company, or any compensation paid to Company, hereunder must be paid by Customer.

13. **Headings** -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

14. **Multiple Counterparts** -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

15. **Other Terms and Conditions** –

(i) Customer has disclosed to Company all underground facilities owned by Customer or any other party that is not a public utility or governmental entity, that are located within real property owned by Customer. In the event that Customer has failed to do so, or in the event of the existence of such facilities of which Customer has no knowledge, Company, its agents and contractors, shall have no liability, of any nature whatsoever, to Customer, or Customer's agents or assignees, for any actual or consequential damages resulting from damage to such undisclosed or unknown facilities.

(ii) City of Addison agrees that payment shall be made within 30 days of the date the project is completed or the date the invoice is received, whichever is later.

(iii) The Discretionary Service Charges provided in this agreement are for Oncor Electric Delivery facilities only and do not include any charges related to the relocation of any facilities owned by a franchised utility, governmental entity, or licensed service provider (Joint User). The customer must contact all Joint Users and make arrangements to have their facilities transferred or relocated. Oncor Electric Delivery cannot complete the relocation/removal of facilities outlined in this agreement until Joint User(s) remove their facilities attached to Oncor Electric Delivery Poles.

(iv)

The city has agreed to install infrastructure conduits for primary and secondary and pads for transformers and any other pad mounted equipment (including piers, bollards, and vaults, if applicable) Oncor recognizes much of the civil construction is already in place for these facilities.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

Oncor Electric Delivery Company LLC

Karen Eastman
Signature

Karen Eastman
Printed Name

New Const. Mgr.
Title

1/19/11
Date

City of Addison
Customer / Entity

Signature

Printed Name

Title

Date



**Tariff for Retail Delivery Service
Oncor Electric Delivery Company LLC**

6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Effective Date: September 21, 2009

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6.3.4 Discretionary Service Agreement

WR # 3059379

Transaction ID: 22636

This Discretionary Service Agreement ("Agreement") is made and entered into this 19th day of January, 2011, by Oncor Electric Delivery Company LLC ("Oncor Electric Delivery Company" or "Company"), a Delaware limited liability company and distribution utility, and City of Addison ("Customer"), a _____ each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Discretionary Services to be Provided** -- Company agrees to provide, and Customer agrees to pay for, the following discretionary services in accordance with this Agreement.

Installation of permanent facilities needed to provide permanent service to Vitruvian Park city park. The city has agreed to pay Oncor \$10,424.65 for additional cost above Oncor's allowance.

2. **Nature of Service and Company's Retail Delivery Service Tariff** -- Any discretionary services covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable Public Utility Commission of Texas ("PUCT") Substantive Rules and Company's Tariff for Retail Delivery Service (including the Service Regulations contained therein), as it may from time to time be fixed and approved by the PUCT ("Company's Retail Delivery Tariff"). During the term of this Agreement, Company is entitled to discontinue service, interrupt service, or refuse service initiation requests under this Agreement in accordance with applicable PUCT Substantive Rules and Company's Retail Delivery Tariff. Company's Retail Delivery Tariff is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Retail Delivery Tariff.

3. **Discretionary Service Charges** -- Charges for any discretionary services covered by this Agreement are determined in accordance with Company's Retail Delivery Tariff. Company and Customer agree to comply with PUCT or court orders concerning discretionary service charges.

4. **Term and Termination** -- This Agreement becomes effective upon acceptance by Customer and continues in effect until the work outlined in this agreement is completed. Termination of this Agreement does not relieve Company or Customer of any obligation accrued or accruing prior to termination.

5. **No Other Obligations** -- This Agreement does not obligate Company to provide, or entitle Customer to receive, any service not expressly provided for herein. Customer is responsible for making the arrangements necessary for it to receive any further services that it may desire from Company or any third party.

6. **Governing Law and Regulatory Authority** -- This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

7. **Amendment** -- This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties. But changes to applicable PUCT Substantive Rules and Company's Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.

8. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including all attached Exhibits, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the service(s) expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation _____, and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

9. **Notices** -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

- (a) If to Company:
Oncor Electric Delivery Company LL
Attn: Karen Eastman 817-355-7050
200 North Ector
Euless, Texas 76039



**Tariff for Retail Delivery Service
Oncor Electric Delivery Company LLC**

6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Effective Date: September 21, 2009

Page 2 of 2

(b) If to Customer:
City of Addison
Attn: Clay Barnett 972-450-2857
16801 Westgrove Drive
Addison, Texas 75001

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other.

10. **Invoicing and Payment** – Invoices for any discretionary services covered by this Agreement will be mailed by Company to the following address (or such other address directed in writing by Customer), unless Customer is capable of receiving electronic invoicing from Company, in which case Company is entitled to transmit electronic invoices to Customer.

City of Addison
Attn: Clay Barnett 972-450-2857
16801 Westgrove Drive
Addison, Texas 75001

If Company transmits electronic invoices to Customer, Customer must make payment to Company by electronic funds transfer. Electronic invoicing and payment by electronic funds transfer will be conducted in accordance with Company's standard procedures. Company must receive payment by the due date specified on the invoice. If payment is not received by the Company by the due date shown on the invoice, a late fee will be calculated and added to the unpaid balance until the entire invoice is paid. The late fee will be 5% of the unpaid balance per invoice period.

11. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

12. **Taxes** -- All present or future federal, state, municipal, or other lawful taxes (other than federal income taxes) applicable by reason of any service performed by Company, or any compensation paid to Company, hereunder must be paid by Customer.

13. **Headings** -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

14. **Multiple Counterparts** -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

15. **Other Terms and Conditions** –

(i) Customer has disclosed to Company all underground facilities owned by Customer or any other party that is not a public utility or governmental entity, that are located within real property owned by Customer. In the event that Customer has failed to do so, or in the event of the existence of such facilities of which Customer has no knowledge, Company, its agents and contractors, shall have no liability, of any nature whatsoever, to Customer, or Customer's agents or assignees, for any actual or consequential damages resulting from damage to such undisclosed or unknown facilities.

(ii) City of Addison agrees that payment shall be made within 30 days of the date the project is completed or the date the invoice is received, whichever is later.

(iii) The Discretionary Service Charges provided in this agreement are for Oncor Electric Delivery facilities only and do not include any charges related to the relocation of any facilities owned by a franchised utility, governmental entity, or licensed service provider (Joint User). The customer must contact all Joint Users and make arrangements to have their facilities transferred or relocated. Oncor Electric Delivery cannot complete the relocation/removal of facilities outlined in this agreement until Joint User(s) remove their facilities attached to Oncor Electric Delivery Poles.

(iv)

The city has agreed to install infrastructure conduits for primary and secondary and pads for transformers and any other pad mounted equipment (including piers, bollards, and vaults, if applicable). Oncor recognizes much of the civil construction is already in place for these facilities.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

Oncor Electric Delivery Company LLC

Karen Eastman
Signature

Karen Eastman
Printed Name

New Const. Mgr.
Title

1-11-2011
Date

City of Addison

Customer / Entity

Signature

Printed Name

Title

Date



Statement of Charges

WR #: _____
Transaction ID: _____
Date: _____

Services provided at:

DESCRIPTION	AMOUNT
Total Amount Due Upon Receipt	

- Remit payment to the below address and include the WR # and Transaction ID as listed above.
 - Project will be scheduled after payment has been received.
 - Price quoted is valid for sixty days (60) from date of this document.
- If you should have any questions, please contact the Project Manager listed above.



Please make all check(s) payable to **Oncor Electric Delivery**

Remit to:

Attn: _____

Statement of Charges

WR #: _____
Transaction ID: _____
Date: _____

Services provided at:

DESCRIPTION	AMOUNT
Total Amount Due Upon Receipt	

- Remit payment to the below address and include the WR # and Transaction ID as listed above.
 - Project will be scheduled after payment has been received.
 - Price quoted is valid for sixty days (60) from date of this document.
- If you should have any questions, please contact the Project Manager listed above.



Please make all check(s) payable to **Oncor Electric Delivery**

Remit to:

Attn: _____

Council Agenda Item: #R 2c

AGENDA CAPTION:

Approval to award a contract in the amount of \$50,783.10 to Curtco, Inc. for joint and crack sealing on Quorum Drive.

FINANCIAL IMPACT:

Budgeted Amount: \$50,000.00

Contract Amount: \$50,783.10

This project is funded for 2010-2011 in the Street Operations Budget.

Project Manager: Robin Jones

BACKGROUND:

During the budget process the Town Council authorized the expenditure of \$50,000.00 for street joint and crack sealing. This project is for joint and crack sealing on Quorum Drive north of Belt Line Road.

The bid was structured with the section of Quorum Drive from Belt Line Road to Airport Parkway being the Base Bid and the next two sections of Quorum Drive being Alternate Bid #1 and Alternate Bid #2. The \$50,783.10 includes the Base Bid (\$39,215.80) and Alternate Bid #1 (\$11,567.30).

Prior to the bid opening on January 3, 2011 this project was advertised twice in the morning news and placed on Demandstar. Two contractors submitted bids (see attached bid tabulations).

The low bid (\$50,783.10) was submitted by Curtco, Inc. Curtco, Inc. has worked for the Town several times before and was the low bidder on the last year's roadway joint and crack sealing project.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Conduct the Business of the Town in a Fiscally Responsible

Manner

ATTACHMENTS:

Description:

[11-05 Joint & Crack Sealing bid tab.xls](#)

Type:

Cover Memo

Council Agenda Item: #R3

AGENDA CAPTION:

Discussion and consideration of the acceptance of the resignation of Don Daseke as a Council Member of the Addison City Council.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[Don Daseke Resignation Letter](#)

Type:

Backup Material

DON R. DASEKE

4950 Westgrove Drive, Suite 100
Dallas, Texas 75248
Tel (972) 248-1322 Fax (972) 248-0942
don@daseke.com



January 17, 2011

Mayor Joe Chow
Town of Addison
5300 Belt Line Road
Addison, TX 75001-9010

Dear Joe,

Barbara and I both love Addison. As a result, we have worked hard to support Addison and its exceptional management team over the years.

With my business, financial and real estate experience, I want to continue doing my part to help our terrific community. Therefore, I am officially announcing today that I am a candidate to be the next mayor in the May 14th election. In accordance with our charter, I am resigning my position as Mayor Pro Tempore today.

You have been a very effective leader and ambassador for Addison. You will leave very big shoes to fill.

Regards,

Don Daseke

cc: Ron Whitehead
Lea Dunn

Council Agenda Item: #R4

AGENDA CAPTION:

Discussion regarding process for filling the vacancy on the City Council created by the resignation of Don Daseke.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R5

AGENDA CAPTION:

Presentation, discussion and consideration of approval of the appointment of Mayor Pro Tempore and Deputy Mayor Pro Tempore.

FINANCIAL IMPACT:

BACKGROUND:

N/A

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R6

AGENDA CAPTION:

Appointment of a Member to the Addison Planning and Zoning Commission.

FINANCIAL IMPACT:

No financial impact

BACKGROUND:

Commissioner Ralph Doherty's first term on the Commission expired on January 13, 2011. Commissioner Doherty was appointed by Councilmember Mellow.

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R7

AGENDA CAPTION:

Presentation, discussion and consideration of approval authorizing the City Manager to enter into an agreement with R.H.Shackelford, Inc. (RHSI) to provide project management services for Redding Trail Project, Bush Elementary and Spring Valley Road in an amount not to exceed \$48,600.

FINANCIAL IMPACT:

Costs for project management are included in each capital project and paid from the various funding sources, including bonds and grants.

BACKGROUND:

Please see the memorandum provided in the worksession.

RECOMMENDATION:

Staff recommends approval

COUNCIL GOALS:

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

ATTACHMENTS:

Description:

- [R.H.Shackelford, Inc. proposal](#)
- [R.H. Shackelford, Inc. fee proposal](#)

Type:

- Cover Memo
- Cover Memo



R. H. Shackelford, Inc (RHSI)

15218 Isla Pinta Drive
Corpus Christi, TX 78418

1100 NW Loop 410, Suite 546
San Antonio, Texas 78213

January 10, 2011

Town of Addison
Addison Finance Building
5350 Belt Line Road
Dallas, TX 75254

Attn: Tom Forrest

**Subject: Request for Qualifications for Program/Project Management Professional (PPM)
Services to the Town of Addison - RFQ 11-04**

Mr. Forrest,

R.H. Shackelford, Inc. (RHSI) is pleased to submit the attached proposal to develop a more defined and strategic approach for the specific project management needs for the Town of Addison.

The attached proposal will provide for all our PPM techniques and will maximize and compliment your existing resources and management tools as well as provide new tools for utilization by staff.

Be assured that the Town of Addison will have RHSI's full commitment and we are prepared to provide immediate on-site support during the initial activities, throughout the terms of the contract. Along with our excellent teaming partners, we are fully prepared to join the Town of Addison's team to provide the same level of expertise and commitment that our clients have come to expect.

The attached proposal and task list is respectfully submitted for your consideration and approval. Should you require any clarifications or revisions, please call me.

Sincerely,

Kent Power, P.E.
Vice President

210.525.0647 (office)
210.889.1340 (mobile)
kpower@rhsitx.com

cc: file

Task List: RHSI will provide Project Management Services to the Town of Addison to develop a plan of action and master schedule for various projects with specific emphasis on the Redding Trail Project, Bush Elementary and Spring Valley Road. The Scope of Services for this proposal will address project needs and requirements with an outline of services as follows:

1. Meet with City Services, Operating Department Representatives to determine and define project objectives, budget, critical milestones, and current status;
2. Develop specific metrics for monitoring progress and to allow for timely and cost effective adjustments for the successful execution of the program/project;
3. Meet with staff and review current acquisition strategies and provide recommendations for implementation of additional acquisition strategies;
4. Meet with key Stakeholders, Utility Departments and other Agencies for project coordination, project updates, and develop potential project conflicts/delays with potential alternatives to minimize impacts;
5. Participate in Construction Progress meetings which relate to these projects and issues;
6. Provide project management services as necessary to complete the above referenced projects within the contract time frames.
7. Provide additional project management services as requested by the owner to assist staff with prosecution of these and other projects.
8. Provide an overall staffing plan for future projects when requested.

PROJECT SCHEDULE

DATE	ACTIVITY
January 26, 2011	Notice to Proceed
January 26, 2011	Mobilize and attend Kick Off Meeting
February 1, 2011	Provide project updates and review on a monthly basis until contract completion
July 31, 2011	Project completion based on scheduled completion dates of projects listed above.

FEES:

Fee for Basic Services Authorized. The City will pay the Engineer a lump sum fee not to exceed \$48,566.88 for provided services specified in this contract. The fee will be full and total compensation for services and for all expenses incurred in performing these services. Consultant will submit monthly statements for services rendered. Each statement will be based on the project percent completion at the time of billing. City will make prompt monthly payments in response to Engineer's monthly statements.

RFQ 11-04 Program /Project Management Professional Services

Company: R.H. Shackelford, Inc.

PRICE/COST SCHEDULE

Discipline & Job Classification	Principal & Consultant per Discipline	2011 Base Year
PROGRAM / PROJECT MGMT	FIRM NAME	RATE
1. Principal	RHSI / CFA / URS / APEX / JQA / SRM / Lwanda	\$148.75
2. Project Manager		\$119.33
3. Architect / Engineer Professional		\$96.92
4. Engineer II		\$103.57
5. Construction/Project Mgr		\$120.37
6. Assistant Construction Mgr		\$95.18
7. Project Assistant		\$61.58
8. Senior Estimator		\$143.06
9. Estimator II		\$91.83
10. Estimator I		\$60.97
11. Senior Inspector		\$78.38
12. Inspector		\$67.18
13. Project Professional		\$83.98
14. Specification Writer		\$73.28
15. CADD Technician		\$54.15
16. Estimator II		\$91.83
17. Administrative		\$47.02
PAGE 1 of 1		

January 26th - 31st	February	March	April	May	June	July	TOTAL HRS	PRICE
12	14	24	24	24	20	16	134	19,962
	31	30	30	30	24	24	169	20,167
							0	0
							0	0
							0	0
							0	0
							0	0
							0	0
							0	0
	18	16	16	16	8	8	82	6,886
							0	0
							0	0
	6	6	6	5	5	5	33	1,552
\$48,566.88								

--

Council Agenda Item: #R8

AGENDA CAPTION:

Presentation, discussion and consideration of approval of a resolution suspending the February 14, 2011 effective date of Oncor Electric Delivery Company's requested rate change to permit the Town time to study the request and to establish reasonable rates, and providing for other matters related thereto.

FINANCIAL IMPACT:

There is no direct financial impact associated with this action. The Town is a member of the Steering Committee of Cities Served by Oncor that funds review and analysis of Oncor rate filings with an annual ten-cent per capita membership fee. In 2010, the membership fee for Addison was \$1,496.40.

BACKGROUND:

Oncor Electric Delivery Company ("Oncor" or "the Company") filed an application on or about January 7, 2011 with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by \$353 million. The Company asks the cities, including the Town of Addison, to approve a 14.6% increase in residential rates, a 15.5% increase in commercial rates, and a 25.9% increase in street lighting rates. According to Oncor, annual rates would increase by approximately \$60 for an average residential customer.

The resolution suspends the February 14, 2011 effective date of the Company's rate increase for the maximum period permitted by law to allow the Town, working in conjunction with the Steering Committee of Cities Served by Oncor (Steering Committee), to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the Town to suspend the rate change for 90 days after the date the rate change would otherwise be effective. If the Town fails to take some action regarding the filing before the effective date, Oncor's

rate request is deemed administratively approved.

The Town of Addison is a member of a 146-city Steering Committee coalition. The Steering Committee has been in existence since the late 1980's. It took on a formal structure in the early 1990's when cities served by the former TXU gave up their statutory right to rate case expense reimbursement in exchange for higher franchise fee payments. Empowered by city resolutions and funded by *per capita* assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for the last 20 years. The current filing comes 15 months following the implementation of Oncor's last rate increase. That case is currently on appeal.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Conduct the Business of the Town in a Fiscally Responsible Manner, Provide For A Diversified Business Climate, Take actions to make Addison a leader in sustainable development and operations that protect and enhance the Town's quality of life

ATTACHMENTS:

Description:

[Oncor Rate Suspension Resolution](#)

Type:

Resolution Letter

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF ADDISON, TEXAS SUSPENDING THE FEBRUARY 14, 2011, EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY'S REQUESTED RATE CHANGE TO PERMIT THE TOWN TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about January 7, 2011, Oncor Electric Delivery Company ("Oncor" or "Company"), pursuant to Public Utility Regulatory Act ("PURA") §§ 33.001 and 36.001 (the same being sections of the Texas Utilities Code) filed with the Town of Addison, Texas (the "City") a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective February 14, 2011; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee") and will cooperate with the 146 similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to setting reasonable rates and direct any necessary litigation; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking activities are to be reimbursed by the regulated utility.

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

Section 1. That the February 14, 2011 effective date of the rate request submitted by Oncor on or about January 7, 2011, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

Section 2. As indicated in the City's resolution approving membership in the Steering Committee, the Executive Committee of the Steering Committee is authorized to hire

and direct legal counsel and consultants, negotiate with the Company, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

Section 3. That the City's reasonable rate case expenses shall be reimbursed by Oncor on a monthly basis.

Section 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 5. A copy of this Resolution shall be sent to Oncor, care of Autry Warren, Oncor Electric Delivery Company, LLC, 1601 Bryan St., 23rd Floor, Dallas, Texas 75201 and to Geoffrey Gay, General Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

Section 6. This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 25th day of January, 2011.

Joe Chow, Mayor

ATTEST:

By: _____
Lea Dunn, City Secretary

APPROVED AS TO FORM:

By: _____
John Hill, City Attorney

Council Agenda Item: #R9

AGENDA CAPTION:

Presentation, discussion and consideration of approval of an Economic Development Program Grant Agreement between the Town of Addison and United Services Automobile Association (USAA) regarding provision of an economic development incentive grant.

FINANCIAL IMPACT:

Included in the Economic Development budget.

BACKGROUND:

This item is for the City Council to consider entering into an Economic Development Program Grant Agreement regarding the Town's provision of an economic development incentive grant.

USAA recently announced that it will locate a new financial advice contact center within the Town. The center is being opened in response to a growing demand for investment and retirement advice and to accommodate USAA's future growth. In connection with the new center and as an incentive to encourage its realization, USAA and the Town have been working on an agreement pursuant to which the Town would pay USAA the sum of \$100,000, subject to USAA's compliance with certain conditions (including USAA executing a lease of at least 60,000 square feet of space within the Town). If approved and executed, the agreement would be for a term of three (3) years, with certain milestones that USAA must achieve during that time, failing which the payment (or a portion of the payment) by the Town must be reimbursed. A copy of the agreement will be provided to the Council prior to the Council meeting.

The funds are to be paid by the Town following the execution of the agreement and USAA providing evidence to the Town that it has signed a 10 year lease of at least 60,000 square feet at 15725 North Dallas Parkway (Two Addison Circle). The term of the agreement runs for three (3) years following the payment. During that period, USAA must meet the following milestones to retain the payment:

Commence construction of improvements to its leased space By February 1, 2011

Complete construction of improvements to its leased space By November 30, 2011

Town issues certificate of occupancy for the leased space By November 30, 2011

Employ at the leased space approximately 70 to 80 employees By December 31, 2011

Expended at least \$4.2 million in improvements to the leased space By December 31, 2012

Located at the leased space tangible personal property with an approximate cost of \$3.4 million By December 31, 2012

During the entire term of the agreement, USAA (or its affiliates) must continuously occupy and provided its financial advisory services in the entire leased space. A reimbursement obligation (see Section 6) is included in the agreement if USAA fails to comply with the requirements of the agreement.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available