



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

SEPTEMBER 13, 2011

TOWN HALL

ADDISON TOWN HALL, 5300 BELT LINE, DALLAS, TX 75254

REGULAR MEETING

Pledge of Allegiance

Item #R1- Announcements and Acknowledgements regarding Town and Council Events and Activities

Introduction of Employees

Discussion of Events/Meetings

Item #R2- Consent Agenda.

#2a- Approval of Minutes for the August 23, 2011 Regular

Council Meeting.

#2b- Approval of Minutes for the August 30, 2011 Special Council Meeting.

#2c- Approval of a Resolution authorizing the execution of an Interlocal Agreement between the Town of Addison and the Town of Highland Park for the use of the Town's jail facility.

#2d- Authorizing the Town of Addison to reenter into an agreement with the Texas Department of Transportation for a Selective Traffic Enforcement Program (STEP) grant in the amount of \$29,648.26.

#2e- Approval of an Ordinance of the Town of Addison, Texas providing for the abandonment of the Town's interest in a portion of a sanitary sewer easement generally located within the area adjacent to the southeast corner of the intersection of Addison Road and Keller Springs Road.

Item #R3 Recognition of Tom Braun for his service towards the
- construction of George Bush Elementary.

Item #R4 Presentation by Tom Lamberth, UDR, regarding the
- progress of the Vitruvian Park Development.

Item #R5 Discussion and consideration of appointments to the Bond
- Advisory Committee.

Item #R6 FINAL PLAT/Lot 6A, Block D, Addison Airport Industrial District. Discussion and consideration of approval of a final plat for one tract of 3.532 acres, addressed as 4300 Lindbergh Drive, and located on the south side of Lindbergh Drive, 1,100 feet east of the intersection of Midway and Lindbergh Drive, on application from W.O. Bankston Paint and Body, Inc., represented by Mr. Christopher McCluskey of Pacheco Koch Consulting Engineers, Inc.

COMMISSION FINDINGS: The Addison Planning and Zoning Commission, meeting in regular session on August 25, 2011, voted to recommend approval of the final plat for Lot 6A, Block D, Addison Airport Industrial District, subject to the following conditions:

1. A three foot (3') right-of-way dedication is required along Lindbergh Drive according to the Town of Addison Transportation Plan.
2. Add all necessary water line and electrical easements.
3. Show the limits of the detention area easement and add the attached language to the face of the plat.
4. Provide a closure sheet.
5. The plat shall be revised to contain a note stating that all electric utility lateral and service lines on the site shall be constructed underground.

Voting Aye: Angell, Doherty, Groce, Gunther, Hewitt, Oliver,

Voting Nay: None

Absent: Wheeler

Attachment(s):

1. docket map, staff report, and commission findings

Recommendation:

Administration recommends approval.

Item #R7 Discussion of and consideration of action regarding
- Metrocrest Chamber sub-lease of Visit Addison.

Attachment(s):

1. Metrocrest Chamber Letter

Item #R8 **PUBLIC HEARING** regarding the Town of Addison's
- Annual Budget and proposed tax rate for the Fiscal Year
ending September 30, 2012.

Item #R9 Consideration, discussion and approval of an ordinance of
- the Town of Addison, Texas approving and adopting the
annual budget for the fiscal year beginning October 1, 2011
and ending September 30, 2012; providing that said
expenditures for said fiscal year shall be made in
accordance with said budget; providing for a repeal clause.

Recommendation:

Staff recommends approval.

Item Presentation, discussion and consideration of approval of
#R10 - an ordinance levying taxes for the Town of Addison, Texas
and fixing and adopting the tax rate on all taxable property
for the year 2011 at a rate of \$0.5800 per one hundred
dollars (\$100.00) valuation on all taxable property within
the corporate limits of the Town of Addison as of January
1, 2011; providing for a penalty and interest for delinquent
taxes; declaring an emergency and providing an effective
date.

Recommendation:

Staff recommends approval.

Item
#R11 - 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.

Recommendation:

Staff recommends approval.

Item
#R12 - Consideration and approval of a resolution ratifying the property tax increase reflected in the annual budget for the fiscal year beginning October 1, 2011, and ending September 30, 2012.

Attachment(s):

1. Ratify Property Tax Increase

Adjourn Meeting

Posted:

Chris Terry, 9/9/2011, 5:00 PM

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

AGENDA CAPTION:

Approval of Minutes for the August 23, 2011 Regular Council Meeting.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[August 23 Minutes](#)

Type:

Backup Material

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

August 23, 2011

6:00 PM - Town Hall

Addison Town Hall, 5300 Belt Line, Dallas, TX 75254

Upstairs Conference Room

Council Members Present:

Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow

Absent:

Resnik

Work Session

Item #WS1 - Discussion regarding Dallas Area Rapid Transit representation.

There was no action taken.

Item #WS2 - Discussion regarding 2011-2012 funding of non-profit organizations.

There was no action taken.

Mayor-Todd Meier

Attest:

City Secretary-Chris Terry

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

August 23, 2011

6:00 PM - Town Hall

Addison Town Hall, 5300 Belt Line, Dallas, TX 75254

Chris Terry, 8/19/2011, 5:00 PM

Council Members Present:

Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow

Absent:

Resnik

REGULAR MEETING

Item #R1 - Announcements and Acknowledgements regarding Town and Council Events and Activities

The following employees were introduced:

Chris Bush, Police Department

Steve Torres, Fire Department

There was no action taken.

Item #R2 - Consent Agenda

#2a - Approval of Minutes for the August 9, 2011 Regular Council Meeting.

A motion to Approve was made by Council Member Blake Clemens.

The motion was seconded by Council Member Kimberly Lay.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow

Voting Nay: None

Absent: Resnik

Item #R3 - Presentation of the CLIDE Award for Development Excellence to the Town of Addison and UDR, from the North Central Texas Council of Governments for the Vitruvian Park development.

Mike Eastland, Director of the North Central Texas Council of Governments, spoke regarding this item.

There was no action taken.

Item #R4 - Discussion regarding the council liaison process.

There was no action taken.

Item #R5 - Discussion and consideration of action regarding 2011-2012 funding of non-profit organizations.

Council Member Blake Clemens moved to approve Non-Profit funding levels in the amounts recommended by the City Manager.

A motion to Approve was made by Council Member Blake Clemens.

The motion was seconded by Council Member Chris DeFrancisco.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow

Voting Nay: None

Absent: Resnik

Item #R6 - PUBLIC HEARING on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 10.9 percent (percentage by which proposed tax rate exceeds lower of rollback tax rate or effective tax calculated under Chapter 26, Tax

Code).

The following people spoke regarding this item:

Billy Dreis, 4025 Mormon Lane

There was no action taken.

Item #R7 - Presentation and discussion regarding proposed 2011-2012 Airport Fund budget.

Randy Moravec spoke regarding this item.

There was no action taken.

Item #R8 - Presentation and discussion regarding proposed 2011-2012 Utility Fund budget.

Randy Moravec spoke regarding this item.

There was no action taken.

Item #R9 - Presentation and discussion regarding the proposed 2011-2012 Hotel Fund budget.

Randy Moravec spoke regarding this item.

There was no action taken.

Item #R10 - Discussion and consideration of an ordinance amending the Annual Budget of the Town of Addison for the fiscal year beginning October 1, 2010 and ending September 30, 2011.

Randy Moravec spoke regarding this item.

A motion to Approve was made by Council Member Blake Clemens. The motion was seconded by Council Member Chris DeFrancisco. The motion result was: Passed
Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow

Voting Nay: None

Absent: Resnik

Item #R11 - Consideration and discussion of the Department of Financial & Strategic Services Quarterly Review for the quarter and year-to-date ended June 30, 2011.

Randy Moravec spoke regarding this item.

There was no action taken.

Item #R12 - Presentation of Visitor Services 3rd Quarter Report.

Bob Phillips spoke regarding this item.

There was no action taken.

Item #R13 - Presentation, discussion and consideration of approval to authorize the City Manager to execute a Construction Contract with C. Miller Drilling in the amount of \$95,000.00 with contract duration of 45 calendar days for the construction of certain public infrastructure (including a well and other public infrastructure improvements) within that area of the Town generally known as Vitruvian Park (Vitruvian Park Public Infrastructure Phase 1C).

Clay Barnett spoke regarding this item.

A motion to Approve was made by Council Member Roger Mellow.

The motion was seconded by Council Member Bruce Arfsten.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow

Voting Nay: None

Absent: Resnik

Mayor-Todd Meier

Attest:

City Secretary-Chris Terry

Council Agenda Item: #R 2b

AGENDA CAPTION:

Approval of Minutes for the August 30, 2011 Special Council Meeting.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[August 30 Minutes](#)

Type:

Cover Memo

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

August 30, 2011

7:30 PM - Town Hall

Addison Town Hall, 5300 Belt Line, Dallas, TX 75254

Chris Terry, 8/26/2011, 5:00 PM

Council Members Present:

Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Absent:

None

Item #S1 - Discussion regarding fiscal year 2011-2012 budget.

Ron Whitehead spoke regarding this item.

There was no action taken.

Item #S2 - PUBLIC HEARING on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 10.9 percent (percentage by which proposed tax rate exceeds lower of rollback tax rate or effective tax calculated under Chapter 26, Tax Code).

There were no speakers.

There was no action taken.

Item #S3 - PUBLIC HEARING regarding the Town of Addison's Annual Budget for the Fiscal Year ending September 30, 2012.

The following people spoke regarding this item:

Bill Perry, 3837 Azure Lane
Jerry Stevens, 4067 Beltway Drive #129

There was no action taken.

Mayor-Todd Meier

Attest:

City Secretary-Chris Terry

Council Agenda Item: #R 2c

AGENDA CAPTION:

Approval of a Resolution authorizing the execution of an Interlocal Agreement between the Town of Addison and the Town of Highland Park for the use of the Town's jail facility.

FINANCIAL IMPACT:

None.

BACKGROUND:

The Highland Park Department of Public Safety is scheduled to close their jail for renovations beginning November 2011. It is estimated their renovations will go through September 2013. Highland Park estimates they will bring 350 prisoners to the Addison jail. We have entered into similar agreements with the city of Carrollton and the city of University Park. An Interlocal Agreement has been drafted and approved by Town Attorneys representing both Addison and Highland Park and this agreement is attached for Council review.

RECOMMENDATION:

Staff recommends entering into agreement.

COUNCIL GOALS:

Provide Superior Public Safety, Customer Service, Social and Health Services to the Community

ATTACHMENTS:

Description:

[Highlans Park Interlocal Agreement - Jail Facilities](#)

Type:

Cover Memo

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**INTERLOCAL AGREEMENT BETWEEN THE
TOWN OF ADDISON AND THE TOWN OF HIGHLAND PARK
FOR THE USE OF ADDISON’S JAIL FACILITIES**

This Interlocal Agreement between the Town of Addison and the Town of Highland Park for the Use of Addison’s Jail Facilities (“Agreement”) is made and entered into as of this ____ day of _____, 2011 by and between the Town of Addison, Texas (“Addison”) and the Town of Highland Park, Texas (“Highland Park”) (Addison and Highland Park are sometimes referred to herein together as the “Parties” and individually as a “Party”).

WHEREAS, the Town of Addison, Texas, a Texas municipal corporation, has among its purposes the ownership, maintenance and operation of a jail for police detainees located within Addison at 4799 Airport Parkway (the “Addison Jail”); and

WHEREAS, the Town of Highland Park, Texas, a Texas municipal corporation, is or will soon be in the process of reconstructing its jail facility (the “Highland Park Jail”) and, during the period of reconstruction, has the need to temporarily place and house its police detainees in the Addison Jail; and

WHEREAS, Highland Park desires to utilize the Addison Jail to house its prisoners, and Addison desires to allow Highland Park to house its prisoners (detainees) at the Addison Jail until such time as the reconstruction of the Highland Park Jail has been completed and is suitable for housing of prisoners; and

WHEREAS, Addison and Highland Park desire to enter into this Agreement regarding Highland Park’s temporary use of the Addison Jail; and

WHEREAS, Addison and Highland Park recognize the purpose of this Agreement is to state the terms and conditions under which (i) the Highland Park Department of Public Safety (hereinafter called the “HP DPS”) may place and house its detainees (each a “Highland Park Detainee”) at the Addison Jail, and (ii) the terms and conditions under which the Addison Police Department (hereinafter called the “Addison PD”) shall receive, hold and discharge Highland Park Detainees; and

WHEREAS, Chapter 791 of the Texas Government Code (the Interlocal Cooperation Act (the “Act”)) provides authorization for a local government (including a municipality) to contract with one or more other local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, police protection and detention services and the operation of a jail are governmental functions and services pursuant to § 791.003 of the Act, and police protection and control and the establishment and maintenance of a jail are governmental functions as set forth in Section 101.0215, Tex. Civ. Prac. and Rem. Code.

NOW, THEREFORE, for and in consideration of the above and foregoing premises and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Town of Addison, Texas and the Town of Highland Park, Texas do hereby agree as follows:

Section 1. Incorporation of Premises.

The above and foregoing premises to this Agreement are true and correct and are incorporated herein and made a part hereof.

Section 2. Identification of Agencies.

For purposes of this Agreement, the agency making the arrest of the detainee needing temporary housing at the Addison Jail is the Highland Park DPS. The agency receiving the detainee is the Addison PD.

Section 3. Addison Jail.

A. *Use of the Addison Jail.* Commencing _____, 2011 and ending on or before _____, 2013, Highland Park DPS may use the Addison Jail to temporarily locate persons arrested by law enforcement officers who are employed by and are in good standing with Highland Park DPS. The use by Highland Park DPS of the Addison Jail shall be in accordance with and subject to the terms and provisions of this Agreement.

B. *Conditions of the Use of the Addison Jail .* Highland Park DPS' use of the Addison Jail is and shall be subject to each of the following:

1. Law enforcement officers certified as peace officers by the State of Texas and employed by and in good standing with Highland Park DPS may, from time to time, deliver a Highland Park Detainee to the Addison Jail for temporary detention in the Addison Jail. Highland Park DPS shall, prior to such delivery, provide reasonable notice of the same to Addison PD by contacting the Addison police dispatch at 972-450-7156. Afterwards, Highland Park DPS shall deliver the Highland Park Detainee to the Addison Jail.

2. Addison PD will receive, process, handle, and discharge a Highland Park Detainee at the Addison Jail in the same manner as Addison PD receives, processes, handles and discharges a person at the Addison Jail who has been arrested by law enforcement officers of Addison PD (hereinafter, an "Addison Detainee"). Such actions on the part of Addison PD include, but are not limited to, (i) completing booking forms, (ii) photographing the detainee for positive identification, (iii) completing a CR-45 ten print fingerprint card for all detainees with Class B or Class A misdemeanor charges or any felony charges, (iv) allowing the detainee to place a local telephone call before entering the holding cell at the Addison Jail, (v) feeding the detainee, and (vi) documenting on the booking form the holding cell at the Addison Jail where the detainee is placed, along with the issuance of a blanket and mattress to the detainee. Accordingly, the rules, standards, policies and procedures of Addison and/or Addison PD for an Addison Detainee will in all things apply to a Highland Park Detainee from the time of his or her delivery by Highland Park DPS to the Addison Jail until the time that Addison PD discharges the Highland Park Detainee from the Addison Jail.

3. Highland Park DPS will search a Highland Park Detainee for, among other things, weapons or contraband in the presence of the Addison PD, regardless of whether Highland Park DPS has conducted this type of search prior to arriving at the Addison Jail . Highland Park DPS will be responsible for custody of any evidence and the filing of all appropriate criminal charges resulting from this search.

4. All Highland Park Detainees shall appear before a magistrate for arraignment within twenty-four (24) hours following arrival at the Addison Jail. Addison PD will keep the original of the arraignment form with the booking form and promptly forward a copy of the arraignment form to Highland Park DPS. Addison will release Highland Park prisoners in accordance with federal law, state law, Addison's standard operating procedures, or based on the discretion of the Addison Police Chief, Addison jailer or the Addison Police Chief's designee. In the event a Highland Park prisoner is released for any of the aforementioned reasons, Addison shall take all necessary steps to comply with Section 3.B.10.

5. Addison PD shall be responsible for feeding all Highland Park Detainees in the Addison Jail. Addison PD shall also be responsible to secure and to administer any prescribed medication or required special diets to Highland Park Detainees.

6. Addison PD shall provide any emergency medical treatment required by a Highland Park Detainee and, when necessary, shall transport, or have transported, a Highland Park Detainee to a medical facility in accordance with Addison's policies. Highland Park DPS shall pay any costs associated with such medical treatment and/or the transportation of the Highland Park Detainee to a medical facility. Highland Park DPS shall be responsible for the security of a Highland Park Detainee while the Detainee is at the medical facility.

7. Addison has the sole right to refuse to accept any prisoner or detainee based on the prisoner's or detainee's health. If Addison determines that the prisoner or detainee is in need of medical treatment at the time the prisoner or detainee is presented to Addison by Highland Park, then Addison has the right to refuse acceptance of the prisoner. In addition, if Addison determines that the prisoner or detainee's health could possibly be a threat to the health, safety, or well-being of an Addison police officer, jailers, detention officers, officials, representatives, other Addison prisoners, employees, agents, volunteers, staff members, clerical person, or any other individual, then Addison has the right to refuse acceptance of the HP prisoner.

8. Highland Park DPS shall pay Addison PD sixty dollars (\$60.00) per Highland Park Detainee housed in the Addison Jail for up to seventy-two (72) hours of detention. In the event, the costs of housing a Highland Park Detainee exceeds that amount, then Highland Park will reimburse Addison for this extra cost, after Addison provides documentation of the costs to Highland Park.

9. Highland Park will collect fines and bonds for a Highland Park Detainee. If such fines and bonds are collected by Highland Park, Highland Park DPS shall promptly notify Addison PD by TCIC teletype, thereby authorizing the release of said Detainee. Such notification shall also be promptly confirmed by telephone (by calling 972-450-7156) and when necessary by written notification via electronic mail (sent to police dispatch@addisontx.gov) or facsimile (the facsimile number being 972-450-7181, attention Jail Services). Addison PD shall attach a copy of the release teletype to the booking form and maintain the booking form, arraignment form and release teletype according to Addison PD retention schedules.

10. Addison shall notify Highland Park at least six (6) hours before the release of a Highland Park prisoner, who is subject to an emergency protective order or who was arrested out of an incident involving allegations of domestic violence or a domestic dispute if Highland Park previously notified Addison of the emergency protective order or of the allegations of domestic violence. If Addison is directed by a state or federal Judge to immediately release a Highland Park prisoner that is subject to an emergency protective order or was arrested based on allegations of domestic violence, then Addison is absolved from the requirements of this provision.

C. *Payments.* Highland Park shall pay to Addison any and all of Highland Park's payment obligations set forth above not later than fourteen (14) days following Highland Park's receipt from Addison and/or Addison PD of a written statement and/or invoice for the same. Addison's and/or Addison PD's statement/invoice shall include an itemization (and where appropriate, documentation) for such costs. Highland Park DPS' obligation to make such payments shall survive the expiration or termination of this Agreement.

D. *Notice.* Except as otherwise set forth in this Agreement, notice (including a notice for payment) from one party to the other shall be in writing and shall be deemed received by the party to whom it is directed upon being hand-delivered or upon three (3) days following the deposit of the notice in the United States mail, postage pre-paid, and sent by certified mail, return receipt requested and properly addressed as follows:

To Addison:

Town of Addison
Police Department
4799 Airport Parkway
Addison, Texas 75001
Attn: Jail Services

To Highland Park:

Town of Highland Park
Department of Public Safety
4700 Drexel Drive
Dallas, Texas 75205
Attn: Director

Either party may change its address for notice by giving the other party notice thereof in accordance with this Agreement.

Section 4. Insurance. At all times in connection with this Agreement, Highland Park shall purchase and maintain in a company or companies lawfully authorized to do business in Texas (including an interlocal agency operating as a risk pool in accordance with Texas law and offering liability protection) such insurance coverages as set forth below:

A. Commercial General Liability insurance at minimum limits of \$5,000,000, which coverage provides protection for third-party bodily injury, property damage, and personal injury arising out of Highland Park's operations, premises, contracts or products, and professional activities.

B. Law Enforcement Liability insurance at minimum limits of \$5,000,000.

C. Workers Compensation insurance for Highland Park's employees at statutory limits, including Employers' Liability coverage at minimum limits of \$1,000,000 each-

occurrence each-accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

D. Highland Park agrees to name Addison as an additional insured or indemnitee (as applicable) and provide a waiver of subrogation in favor of Addison on all liability insurance policies identified above, and agrees to keep all policies identified above in effect throughout the term of this Agreement.

Section 5. HIGHLAND PARK'S INDEMNITY OBLIGATION; NO WAIVER OF GOVERNMENTAL IMMUNITY.

AS A CONDITION HEREOF, HIGHLAND PARK AGREES AND IS BOUND TO DEFEND, INDEMNIFY AND HOLD HARMLESS ADDISON, AND INCLUDING, WITHOUT LIMITATION, THE ADDISON PD AND ANY PERSON(S) OR ENTITY ACTING ON BEHALF OF ADDISON, FROM AND AGAINST ALL CLAIMS, LOSSES, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM BY WHICH RECOVERY OF DAMAGES IS SOUGHT, BY ANY PERSON OR PERSONS, WHICH MAY ARISE OUT OF OR BE OCCASIONED BY THE INTENTIONAL, RECKLESS, GROSSLY NEGLIGENT AND/OR NEGLIGENT ACT OR OMISSION OF HIGHLAND PARK AND/OR HIGHLAND PARK DPS (OR ANY REPRESENTATIVE, AGENT, CUSTOMER, OR EMPLOYEE OF HIGHLAND PARK AND/OR HIGHLAND PARK DPS) IN ITS USE OF THE ADDISON FACILITY UNDER THIS AGREEMENT AND/OR IN ITS ACTS AND/OR OMISSIONS SURROUNDING ITS USE OF THE ADDISON FACILITY UNDER THIS AGREEMENT. THE INDEMNITY PROVIDED ADDISON IN THIS SECTION BY HIGHLAND PARK SHALL NOT APPLY TO THE CLAIMS, LOSSES, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM BY WHICH RECOVERY OF DAMAGES IS SOUGHT, BY ANY PERSON OR PERSONS, RESULTING FROM THE SOLE INTENTIONAL, RECKLESS, GROSSLY NEGLIGENT AND/OR NEGLIGENT ACT OR OMISSION OF ADDISON AND/OR ADDISON PD (OR ANY REPRESENTATIVE, AGENT, CUSTOMER, OR EMPLOYEE OF ADDISON AND/OR ADDISON PD), AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF BOTH HIGHLAND PARK AND ADDISON, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO HIGHLAND PARK AND/OR ADDISON UNDER TEXAS LAW AND/OR FEDERAL LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND/OR FEDERAL LAW.

EXCEPT AS SET FORTH HEREIN AS BETWEEN ADDISON AND HIGHLAND PARK, NEITHER ADDISON NOR HIGHLAND PARK WAIVES ANY GOVERNMENTAL IMMUNITY AVAILABLE TO HIGHLAND PARK AND/OR ADDISON UNDER TEXAS LAW AND/OR FEDERAL LAW NOR WAIVE ANY DEFENSES EITHER OF THEM MAY HAVE UNDER TEXAS LAW AND/OR FEDERAL LAW.

Section 6. No Third Party Beneficiaries. Except as provided for herein (including, without limitation, in the indemnity provisions of Section 5, above), this Agreement is solely for

the benefit of the parties hereto and is not intended to and shall not create or grant any rights, contractual or otherwise, to any other person or entity.

Section 7. Assignment. This Agreement may not be assigned, transferred, or otherwise conveyed by either party without the prior written consent of the other party.

Section 8. Execution of Agreement. Each person executing this Agreement on behalf of the entity represented has full right and authority to do so.

Section 9. Entire Agreement. This Agreement embodies the complete agreement of the parties, superseding all oral or written, previous and contemporary, agreements between the parties relating to matters in this Agreement. Except as otherwise provided herein, this Agreement may not be modified, except in a writing that specifically mentions this original Agreement and is signed by the parties to this Agreement.

Section 10. Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to choice of law rules of any jurisdiction. Exclusive venue for any legal action regarding this Agreement shall be in Dallas County, Texas.

Section 11. Payment from Current Revenues. The parties to this agreement hereby state and represent that each of the parties hereto paying for the performance of the governmental services and functions provided are making those payments and incurring those costs from current revenues available to each of the respective parties.

Section 12. No Agency; Each Party Responsible For Own Acts. Addison and Highland Park agree and acknowledge that each party hereto is not an agent of the other entity. Except as provided for in this Agreement (including, without limitation, the indemnity provisions included in Section 5, above), each party is responsible in accordance with the laws of the State of Texas for its own acts and omissions, and for the acts and omissions of its officials, officers, employees, and/or agents committed in the scope and course of their duties and responsibilities, however, without waiving any governmental immunity, defenses, or tort limitation available to Addison or Highland Park, as applicable, under Texas and/or other applicable laws (including, without limitation, constitutional provisions). Nothing in this Agreement does or shall be construed to create a partnership, joint venture, joint enterprise, or agency relationship between the parties hereto.

Section 13. Severability. The provisions of this Agreement are severable, and in the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, and such provision shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

Section 14. Effective Date; Term. This Agreement becomes effective upon the date of its execution, which execution date is deemed to be the date the last of the parties signs this Agreement, and shall continue until _____, unless pursuant to Section 15 it is terminated prior to _____, by either party giving notice as required herein. This Agreement can be extended for an additional term, not to exceed one

year, upon the execution of a written extension of this Agreement by the Police Chief of Addison and by the Director of Public Safety of Highland Park.

Section 15. Termination. This Agreement may be terminated at any time and for any reason, with or without cause, by either party upon written notice given by the terminating party to the non-terminating party not less than ninety (90) days before the termination date set forth in the notice. Upon such termination (or upon the expiration of this Agreement), all Highland Park Detainees in the care, custody and/or control of Addison PD shall be immediately returned to Highland Park.

Section 16. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which are one and the same instrument.

Executed as of the _____ day of _____, 2011, hereafter deemed to be the effective date of this Agreement.

TOWN OF ADDISON, TEXAS	TOWN OF HIGHLAND PARK, TEXAS
By: _____ Ron Whitehead, City Manager	By: _____ Bill Lindley, Town Manager
ATTEST:	ATTEST:
By: _____ Lea Dunn, City Secretary	By: _____ _____, Town Secretary

Council Agenda Item: #R 2d

AGENDA CAPTION:

Authorizing the Town of Addison to reenter into an agreement with the Texas Department of Transportation for a Selective Traffic Enforcement Program (STEP) grant in the amount of \$29,648.26.

FINANCIAL IMPACT:

This item was not included in the police department's Fiscal Year 11/12 budget, but can be accommodated within the police department operating budget. The total grant award is \$29,648.26. Within this amount \$14,797.00 is guaranteed to the Town for reimbursement of enforcement hours worked by department personnel. Derived from the total salary cost of \$23,140.00 and multiplied by the fringe benefit cost of 15.8%, and the town is responsible for the travel expenses of up to \$2630.00, the Town's matching funds equal \$14,851.26.

BACKGROUND:

This STEP grant will focus on speeding, safety belt compliance and intersection traffic control enforcement, for a total of 500 enforcement hours.

The Texas Department of Public Safety, the law enforcement community, training agencies, associations, prosecutors, the judiciary and the Texas Department of Transportation (TxDOT) work together to decrease crashes, fatalities, and injuries. To achieve this goal, the program combines a concerted local and statewide media campaign with additional law enforcement activities to reinforce the message. Selective Traffic Enforcement Programs (STEP) are grants provided by TxDOT to law enforcement agencies to enforce traffic safety laws such as speed and safety belt use. We are confident this program will be successful in attaining compliance through enforcement and in raising the public's awareness through education.

RECOMMENDATION:

Staffs recommends approval.

COUNCIL GOALS:

Provide Superior Public Safety, Customer Service, Social and Health Services to the Community

ATTACHMENTS:

Description:

[STEP Grant Resolution](#)

Type:

Resolution Letter

RESOLUTION NO. 11-????

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR A SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT IN THE AMOUNT OF \$29,648.26.

WHEREAS, the Texas Department of Public Safety, the law enforcement community, training agencies, associations, prosecutors, the judiciary and the Texas Department of Transportation (TX DOT) work together to decrease crashes, fatalities, and injuries; and,

WHEREAS, to achieve this goal, the program combines a concerted local and statewide media campaign with additional law enforcement activities to reinforce the message; and,

WHEREAS, Selective Traffic Enforcement Programs (STEP) are grants provided by TX DOT to law enforcement agencies to enforce traffic safety laws such as speed and safety belt use; and,

WHEREAS, this STEP grant will focus on Speeding and Safety belt compliance only, for a total of 600 enforcement and 40 supervisory support hours; and,

WHEREAS, in these grants, Texas peace officers work primarily overtime to issue citations in order to reduce fatalities, injuries, and crashes within their local jurisdiction; and,

WHEREAS, this item was not included in the Police Department's Fiscal Year 07/08 budget, but can be accommodated within the Police Department operating budget; now, therefore,

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

THAT, the City Council does hereby approve of a resolution authorizing the Town of Addison to enter into an agreement with the Texas Department of Transportation, for a Selective Traffic Enforcement Program (STEP) grant in the amount of \$29,648.26.

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

Mayor-Todd Meier

ATTEST:

City Secretary-Lea Dunn

Council Agenda Item: #R 2e

AGENDA CAPTION:

Approval of an Ordinance of the Town of Addison, Texas providing for the abandonment of the Town's interest in a portion of a sanitary sewer easement generally located within the area adjacent to the southeast corner of the intersection of Addison Road and Keller Springs Road.

FINANCIAL IMPACT:

NA

BACKGROUND:

The Keller Springs Loft Addition was platted on January 22, 2008. As the Council is aware, the Keller Springs Lofts is a project that went all the way through the permitting process, but then was not developed. A new developer has purchased the site and is planning to build out the project, with some minor modifications. One modification involves removing the retail that was on the ground floor, and replacing it with residential units. That change has resulted in the need to abandon a portion of a sanitary sewer easement that was designed to serve the retail uses. The Town does not have any facilities in this easement at present, and is fine with abandoning the proposed portion of the easement.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[proposed ordinance with exhibits](#)

Type:

Backup Material

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS PROVIDING FOR THE ABANDONMENT OF THE TOWN'S INTEREST IN A PORTION OF [type of easement, e.g., drainage and utility] EASEMENT GENERALLY LOCATED WITHIN THE AREA ADJACENT TO THE SOUTHEAST CORNER OF THE INTERSECTION OF ADDISON ROAD AND KELLER SPRINGS ROAD; PROVIDING FOR RECORDING OF THIS ORDINANCE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, there is located within Lot ____, Block ____ of the Keller Springs Lofts Addition (an addition to the Town of Addison, Texas according to the Final Plat thereof recorded in Instrument No. 20080022312 of the Official Public Records of Dallas County, Texas) (the "Property") a _____ () foot [type of easement] easement as shown and depicted on Exhibit A attached hereto and incorporated herein (the "Utility Easement"); and

WHEREAS, the owners of the Property have requested that the Town of Addison, Texas (the "City") abandon its interest in a portion of the Utility Easement as shown and depicted on Exhibit B attached hereto and incorporated herein (the "Abandoned Utility Easement"); and

WHEREAS, the City has no utilities or other facilities located in the Abandoned Utility Easement, has never appropriated or used the Abandoned Utility Easement, has never accepted the dedication of the Abandoned Utility Easement by formal acceptance, entry, use or improvement, and does not need the Abandoned Utility Easement for any public purpose; and

WHEREAS, Section 212.011(a) of the Texas Local Government Code ("Code") provides that the approval of a plat by a municipality is not considered an acceptance of a proposed dedication and does not impose on the municipality any duty regarding the maintenance or improvement of any dedicated parts until the appropriate municipal authorities make an actual appropriation of the dedicated parts by entry, use, or improvement; and

WHEREAS, the Abandoned Utility Easement is an area that cannot be used independently under the City's current zoning or applicable subdivision or other development control ordinances, and Section 272.001 of the Code provides for the release and abandonment of the Abandoned Utility Easement to the abutting property owners; and

WHEREAS, the City Council, acting pursuant to law, deems it advisable to abandon the City's interest, if any, in the Abandoned Utility Easement for the reason that the Abandoned Utility Easement has not been used, needed, or appropriated and will not be used, needed or appropriated by the City for public use, and the said property should be abandoned, relinquished and vacated, and is of the opinion that the best interest and welfare of the public is served by abandoning the same.

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

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

Section 2. Abandonment of Easement. The Town of Addison, Texas does hereby abandon, relinquish and vacate its interest, if any, in the Abandoned Utility Easement described in the attached Exhibit B.

Section 3. Extent of Abandonment. The abandonment provided herein shall apply only to the City's public right, title, easement and interest that the City may lawfully abandon, vacate and relinquish. The City makes no warranty or representation of any kind, including warranty of title, as to the Abandoned Utility Easement.

Section 4. Certification; Recording. The City Secretary is hereby directed to certify a copy of this Ordinance and cause it to be recorded in the Official Public Records of Dallas County, Texas.

Section 5. Effective Date. This Ordinance shall take effect immediately upon passage and approval.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the _____ day of _____, 2011

Todd Meier, Mayor

ATTEST:

By: _____
Chris Terry, City Secretary

APPROVED AS TO FORM:

By: _____
John Hill, City Attorney

LAND DESCRIPTION
UTILITY EASEMENT ABANDONMENT

BEING a tract of land situated in the G.W. Fisher Survey, Abstract No. 482, Town of Addison, Dallas County, Texas and being a portion of Lot 1, Block A of the Keller Springs Lofts Addition, an addition to the Town of Addison as recorded in CC# 20080022312 of the Deed Records, Dallas County, Texas (D.R.D.C.T.) and being all of a Non-Exclusive Utility Easement as recorded in CC# 20080022312 (D.R.D.C.T.) and being more particularly described as follows;

COMMENCING at a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the southwest corner of Said Lot 1, said point being on the easterly right-of-way line of Addison Road (a variable width right-of-way);

THENCE North 00 degrees 26 minutes 35 seconds West, along the easterly right-of-way line of Addison Road, a distance of 177.34 feet to a point for corner from which a 5/8 inch iron rod found with plastic cap stamped "BDD" bears North 00 degrees 26 minutes 35 seconds West a distance of 2.94 feet;

THENCE North 89 degrees 33 minutes 25 seconds East, departing the easterly right-of-way line of Addison Road, a distance of 34.96 feet to the POINT OF BEGINNING;

THENCE North a distance of 10.00 feet to a point for corner;

THENCE East a distance of 30.00 feet to a point for corner;

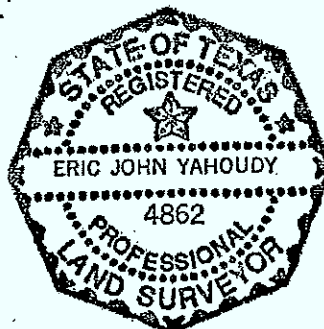
THENCE South a distance of 10.00 feet to a point for corner;

THENCE West a distance of 30.00 feet to the POINT OF BEGINNING and containing 300 square feet or .0069 of an acre of land, more or less.

For Huitt-Zollars, Inc

 9-1-2011

Eric J. Yahoudy
Registered Professional Land Surveyor
Texas Registration No. 4862
Huitt-Zollars, Inc.
1717 McKinney Avenue
Suite 1400
Dallas, Texas 75202
Ph. (214) 871-3311
Date: September 1, 2011



BASIS OF BEARINGS / DIRECTIONAL CONTROL:

THE FINAL PLAT OF KELLER SPRINGS LOFTS ADDITION, AS RECORDED IN CC#20080022312, REAL PROPERTY RECORDS OF DALLAS COUNTY, TEXAS.



SCALE: 1" = 40'

5' SIDEWALK EASEMENT
CC#20080022312
D.R.D.C.T.

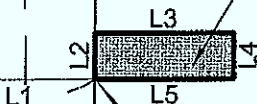
5/8" IRF
W/BDD CAP

10' TEXAS POWER & LIGHT CO. EASEMENT &
SOUTHWESTERN BELL TELEPHONE COMPANY
VOL. 82093, PG. 450
D.R.D.C.T.

NON-EXCLUSIVE
UTILITY EASEMENT
CC#20080022312
D.R.D.C.T.

**KELLER SPRINGS
LOFTS ADDITION**
LOT 1 & 2, BLOCK A
CC# 20080022312
D.R.D.C.T.

5/8" IRF
W/BDD CAP
N 00°26'35"W
2.94'



POINT OF BEGINNING

LOT 1, BLOCK A

10' TEXAS POWER & LIGHT CO. EASEMENT &
SOUTHWESTERN BELL TELEPHONE COMPANY
VOLUME 82093, PAGE 450
D.R.D.C.T.

30' PRIVATE DRAINAGE EASEMENT
VOL. 95191, PG. 7052
D.R.D.C.T.
(TO BE ABANDONED BY PLAT
RECORDED IN CC#20080022312)

NON-EXCLUSIVE
UTILITY EASEMENT
CC#20080022312
D.R.D.C.T.

ADDISON ROAD
(VARIABLE WIDTH R.O.W.)

177.34'

N00°26'35"W

POINT OF COMMENCING

WEST 341.74'

10' R.O.W. DEDICATION
VOL. 2004075, PG. 00174
D.R.D.C.T.

5/8" IRF
W/HZ CAP

NON-EXCLUSIVE
UTILITY EASEMENT
CC#20080022312
D.R.D.C.T.

24' FIRE LANE, ACCESS &
NON-EXCLUSIVE
UTILITY EASEMENT
CC#20080022312
D.R.D.C.T.

5' SIDEWALK EASEMENT
CC#20080022312
D.R.D.C.T.

LOT 2, BLOCK A

LINE	BEARING	DISTANCE
L1	N 89°33'25" E	34.96'
L2	NORTH	10.00'
L3	EAST	30.00'
L4	SOUTH	10.00'
L5	WEST	30.00'

HUITT-ZOLIARS

Huitt-Zollars, Inc. Dallas
1717 McKinney Avenue, Suite 1400
Dallas, Texas 75202-1236
Phone (214) 871-3311 Fax (214) 871-0757

UTILITY EASEMENT
ABANDONMENT
KELLER SPRINGS LOFTS ADDITION
LOT 1, BLOCK A
TOWN OF ADDISON
DALLAS COUNTY, TEXAS

Council Agenda Item: #R3

AGENDA CAPTION:

Recognition of Tom Braun for his service towards the construction of George Bush Elementary.

FINANCIAL IMPACT:

n/a

BACKGROUND:

n/a

RECOMMENDATION:

n/a

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R4

AGENDA CAPTION:

Presentation by Tom Lamberth, UDR, regarding the progress of the Vitruvian Park Development.

FINANCIAL IMPACT:

n/a

BACKGROUND:

n/a

RECOMMENDATION:

n/a

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R5

AGENDA CAPTION:

Discussion and consideration of appointments to the Bond Advisory Committee.

FINANCIAL IMPACT:

n/a

BACKGROUND:

n/a

RECOMMENDATION:

n/a

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R6

AGENDA CAPTION:

FINAL PLAT/Lot 6A, Block D, Addison Airport Industrial District.
Discussion and consideration of approval of a final plat for one tract of 3.532 acres, addressed as 4300 Lindbergh Drive, and located on the south side of Lindbergh Drive, 1,100 feet east of the intersection of Midway and Lindbergh Drive, on application from W.O. Bankston Paint and Body, Inc., represented by Mr. Christopher McCluskey of Pacheco Koch Consulting Engineers, Inc.

COMMISSION FINDINGS: The Addison Planning and Zoning Commission, meeting in regular session on August 25, 2011, voted to recommend approval of the final plat for Lot 6A, Block D, Addison Airport Industrial District, subject to the following conditions:

1. A three foot (3') right-of-way dedication is required along Lindbergh Drive according to the Town of Addison Transportation Plan.
2. Add all necessary water line and electrical easements.
3. Show the limits of the detention area easement and add the attached language to the face of the plat.
4. Provide a closure sheet.
5. The plat shall be revised to contain a note stating that all electric utility lateral and service lines on the site shall be constructed underground.

Voting Aye: Angell, Doherty, Groce, Gunther, Hewitt, Oliver,
Voting Nay: None
Absent: Wheeler

FINANCIAL IMPACT:

NA

BACKGROUND:

NA

RECOMMENDATION:

Administration recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

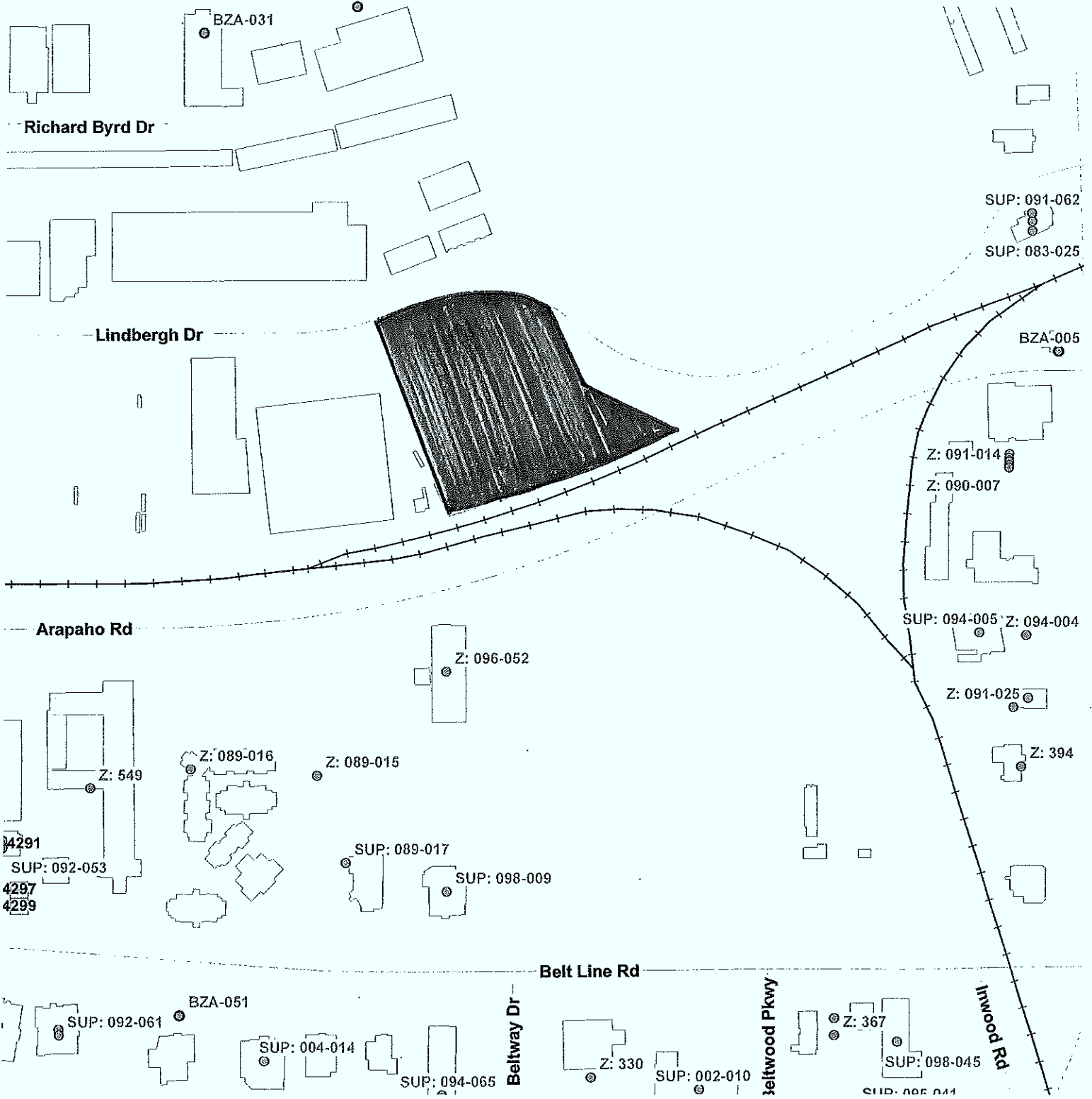
[docket map, staff report, and commission findings](#)

Type:

Cover Memo

FINAL PLAT/Lot 6A, Block D, Addison Airport Industrial District

FINAL PLAT/Lot 6A, Block D, Addison Airport Industrial District. Requesting approval of a final plat for one tract of 3.532 acres, addressed as 4300 Lindbergh Drive, and located on the south side of Lindbergh Drive, 1,100 feet east of the intersection of Midway and Lindbergh Drive, on application from W.O. Bankston Paint and Body, Inc., represented by Mr. Christopher McCluskey of Pacheco Koch Consulting Engineers, Inc.





August 19, 2011

STAFF REPORT

RE: Final Plat Approval

LOCATION: 1,100 feet east of the intersection of Midway and Lindbergh Drive, addressed as 4300 Lindbergh Drive

REQUEST: Approval of a final plat

APPLICANT: W.O. Bankston Paint and Body, Inc., represented by Mr. Christopher McCluskey of Pacheco Koch Consulting Engineers, Inc.

DISCUSSION:

Background. The Bankston Collision Center has occupied this site since the late 1970s. For many years, Bankston Collision Center has had a flooding problem that caused the building on the south property line to flood. At this point, Bankston is taking steps to resolve the flooding. It will tear down the south building and regrade the site. A detention pond will be created on the east side of the lot, and a new building will be constructed at the northwest corner of the site. The site has never been platted, and at this point is being platted to include all easements, right-of-way dedications, and the detention pond.

Public Works Review. The Public Works Department has reviewed the proposed plat, and recommends the plat be revised to add the following items:

1. A three foot (3') right-of-way dedication is required along Lindbergh Drive according to the Town of Addison Transportation Plan.
2. Add all necessary water line and electrical easements.
3. Show the limits of the detention area easement and add the attached language to the face of the plat.
4. Provide a closure sheet.

RECOMMENDATION:

Staff recommends approval of the final for Lot 6A, Block D, Addison Airport Industrial District, subject to the conditions listed above.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'C Moran', written in a cursive style.

Carmen Moran
Director of Development Services

FINAL PLAT/ Lot 6A, Block D, Addison
Airport Industrial District

August 26, 2011

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on August 25, 2011, voted to recommend approval of the final plat for Lot 6A, Block D, Addison Airport Industrial District, subject to the following conditions:

1. A three foot (3') right-of-way dedication is required along Lindbergh Drive according to the Town of Addison Transportation Plan.
2. Add all necessary water line and electrical easements.
3. Show the limits of the detention area easement and add the attached language to the face of the plat.
4. Provide a closure sheet.
5. The plat shall be revised to contain a note stating that all electric utility lateral and service lines on the site shall be constructed underground.

Voting Aye: Angell, Doherty, Groce, Gunther, Hewitt, Oliver,

Voting Nay: None

Absent: Wheeler



PUBLIC WORKS DEPARTMENT
Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-2871 FAX (972) 450-2837
16801 Westgrove

Memorandum

To: Carmen Moran
CC: Nancy Cline
From: Clay Barnett
Date: 8/17/2011
Re: Replat of Addison Airport Industrial District Lots 5 & 6, Block D

1. A three foot (3') right-of-way dedication is required along Lindbergh Drive according to the Town of Addison Transportation Plan.
2. Add all necessary water line and electrical easements.
3. Show the limits of the detention area easement and add the attached language to the face of the plat.
4. Provide a closure sheet.

Council Agenda Item: #R7

AGENDA CAPTION:

Discussion of and consideration of action regarding Metrocrest Chamber sub-lease of Visit Addison.

FINANCIAL IMPACT:

n/a

BACKGROUND:

n/a

RECOMMENDATION:

n/a

COUNCIL GOALS:

N/A

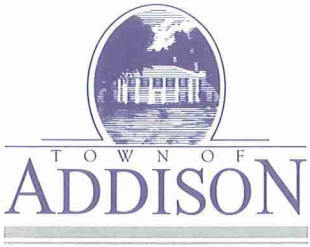
ATTACHMENTS:

Description:

[Metrocrest Chamber Letter](#)

Type:

Backup Material



Post Office Box 9010

Addison, Texas 75001-9010

5300 Belt Line Road

(972) 450-7000

FAX (972) 450-7043

September 8, 2011

Tracy Eubanks
Interim President
Metrocrest Chamber of Commerce
5100 Belt Line Road
Suite 430
Dallas, TX 75254

Dear Tracy,

I want to thank you for taking the time to meet with me and administrative staff of the Town of Addison. I want to reiterate our support to the Metrocrest Chamber and want to thank you for your leadership. We are very pleased with the direction you have taken the organization.

As a key stakeholder, the Metrocrest Chamber is an important facet of Addison. By collaborating and leveraging our resources, I strongly believe that we can develop a substantive program that will generate a win-win for the Chamber and our Town. To this end, I would like to propose a few programs that the Chamber can assist us in enhancing our efforts related to economic development, marketing, special events and visitor services.

I want to outline programs below we discussed in our meeting that we believe your Chamber can provide in support of the Town of Addison. One slight change to our discussion I want to point out is item #2 below. Instead of support with our business retention and expansion program, we would like to solicit your Chamber's assistance in developing a locally-focused business start-up manual for entrepreneurs. Included in the following are remuneration figures to compensate the Chamber for the services listed:

1. *Economic Development Marketing (\$10,000):*
 - a. Assist with sports marketing development by creating an inventory and analysis of facilities in the area to accommodate such events.
 - b. Provide marketing support of Addison Conference Center and Visit Addison facilities that will generate at least 5 events annually.
 - c. Provide marketing support to our economic development department.

2. *Entrepreneur Development Support (\$10,000):*
 - a. Develop local business start-up manual that includes the steps for starting a business.
 - b. Highlight local resources available to entrepreneurs (ie. SBA, SBDCs, SCORE, etc.)
 - c. Develop list of Chamber members that can provide initial counseling to entrepreneurs focusing in on accounting, legal support, marketing, etc.
 - d. Provide quarterly training event led by seasoned professional that will enhance knowledge for entrepreneurs on starting a business.

3. *Worldfest Relationship Enhancement (\$5,000):*
 - a. Develop strategy to reach out to minority/ethnic chambers of commerce in the region to create awareness of Worldfest in Addison.
 - b. Increase participation of minority chambers in Worldfest.

4. *Hotel Concierge Support (\$5,000):*
 - a. Assist Visitor Services in establishing a Hotel Concierge Business program for major conferences held at local hotels.
 - b. Provide volunteers at targeted hotel conferences to disseminate information of local attractions, local events, and business support services.

5. *Develop Aviation Related Forum at Addison Airport (\$5,000):*
 - a. Collaborate with airport management to develop a timely aviation forum.
 - b. Market event to local businesses with emphasis on airport tenants.

I would like to encourage you to discuss the programs we have highlighted above with your board of directors to ensure their support as well. We are available to meet with them should they have any questions. However, I would like to also mention that there are two caveats to our proposal: the first is that this proposal is contingent on your board's continued support of you as the president of the Metrocrest Chamber; and the second is that we would like to receive a quarterly report from your Chamber on the progress of the items listed above that should also highlight project milestones. You may be asked to make a presentation of this report to our City Council.

Should the proposal be accepted by your board, the Town of Addison recommends providing 2/3 of the total initial funding listed above. This may help provide cash flow to initiate some of the programs. If there are other alternatives you would like us to consider, please do not hesitate to let us know.

The Town of Addison looks forward to strengthening our working relationship with the Metrocrest Chamber of Commerce. I strongly believe that this proposal will also create value added programs for your business members to increase local business networking opportunities. Please do not hesitate to contact me if you have any questions or if you would like to schedule a follow-up meeting to discuss our proposal in more detail. I look forward to hearing from you on your board's decision.

Sincerely,



Ron Whitehead
City Manager

Council Agenda Item: #R8

AGENDA CAPTION:

PUBLIC HEARING regarding the Town of Addison's Annual Budget and proposed tax rate for the Fiscal Year ending September 30, 2012.

FINANCIAL IMPACT:

N/A

BACKGROUND:

A Public Hearing is provided to hear any comments from the public regarding the Fiscal Year 2012 Budget.

RECOMMENDATION:

N/A

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R9

AGENDA CAPTION:

Consideration, discussion and approval of an ordinance of the Town of Addison, Texas approving and adopting the annual budget for the fiscal year beginning October 1, 2011 and ending September 30, 2012; providing that said expenditures for said fiscal year shall be made in accordance with said budget; providing for a repeal clause.

FINANCIAL IMPACT:

N/A

BACKGROUND:

Attachments to be provided.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Conduct the Business of the Town in a Fiscally Responsible Manner

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R10

AGENDA CAPTION:

Presentation, discussion and consideration of approval of an ordinance levying taxes for the Town of Addison, Texas and fixing and adopting the tax rate on all taxable property for the year 2011 at a rate of \$0.5800 per one hundred dollars (\$100.00) valuation on all taxable property within the corporate limits of the Town of Addison as of January 1, 2011; providing for a penalty and interest for delinquent taxes; declaring an emergency and providing an effective date.

FINANCIAL IMPACT:

To be supplied.

BACKGROUND:

To be supplied.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Conduct the Business of the Town in a Fiscally Responsible Manner

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R11

AGENDA CAPTION:

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.

FINANCIAL IMPACT:

Financial impact to be included in forthcoming attachments.

BACKGROUND:

Background information to be included in forthcoming attachments.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Conduct the Business of the Town in a Fiscally Responsible Manner

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R12

AGENDA CAPTION:

Consideration and approval of a resolution ratifying the property tax increase reflected in the annual budget for the fiscal year beginning October 1, 2011, and ending September 30, 2012.

FINANCIAL IMPACT:

NA

BACKGROUND:

NA

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[Ratify Property Tax Increase](#)

Type:

Cover Memo

Council Agenda Item: # _____

SUMMARY:

Council is requested to pass a resolution ratifying the increase in property tax revenue reflected in the annual budget for fiscal year 2011-2012.

FINANCIAL IMPACT:

The 2011-2012 budget includes a gross property tax levy of which exceeds last year's gross levy.

BACKGROUND:

Section 102.007 of the Local Government Code requires a governing body that adopts a budget which raises more revenue from property taxes than in the previous year to ratify, by a separate vote, the property tax increase reflected in the budget. A vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate required by Chapter 26, Tax Code, or other law. The proposed 2011-2012 budget will require raising more revenue from property taxes than in the previous year, and therefore requires a separate vote of the City Council to ratify the property tax increase reflected in the budget.

RECOMMENDATION:

It is recommended council adopt a resolution ratifying the property tax increase.

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF ADDISON, TEXAS RATIFYING THE PROPERTY TAX INCREASE REFLECTED IN THE FISCAL YEAR 2011-2012 BUDGET; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 102.007 of the Texas Local Government Code provides in part that the adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget; and

WHEREAS, Section 102.007 of the Texas Local Government Code requires that this ratification be in addition to and separate from the vote to adopt the budget or a vote to set the tax rate required by Chapter 26, Tex. Tax Code, or other law; and

WHEREAS, the Fiscal Year 2008-2009 City Council Proposed Budget, as adopted, requires raising more revenue from property taxes than in the previous year, and the City Council desires by adoption of this Resolution to ratify the property tax increase reflected in the City's Fiscal Year 2008-2009 Annual Budget.

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

Section 1. The Addison City Council, as the governing body of the Town of Addison, Texas, having adopted the Fiscal Year 2011-2012 annual Budget that will require raising more revenue from property taxes than in the previous year, hereby ratifies the property tax increase reflected in the Fiscal Year 2011-2012 annual Budget.

Section 2. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof.

Section 3. This Resolution shall be in full force effective from and after its passage and approval.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this ____ day of September, 2011.

Todd Meier, Mayor

ATTEST:

By: _____
Chris Terry, City Secretary

APPROVED AS TO FORM:

By: _____

John Hill, City Attorney