



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

NOVEMBER 22, 2011

TOWN HALL

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

WORK SESSION

Item Presentation and discussion regarding Dallas Area Rapid
#WS1 - Transit.

Attachment(s):

1. Gary Slagel Bio
-

Item Presentation and discussion of the Town's water
#WS2 - distribution system.

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 November 8, 2011 Regular Council Meeting.

#2b- Approval authorizing the City Manager to execute a contract with MPI Architects to conduct a Texas Accessibility Standards (TAS) Compliance Review of existing Town facilities.

#2c- Approval of a contract with Texas First Group Replacement Service, Inc for the provision of an interim director for the Finance Department, subject to the final review and approval of the City Manager and City Attorney.

#2d- Approval authorizing Smith Pump Company to perform an overhaul and repair of the vertical turbine pump assembly at Celestial Pump Station at a cost not to exceed \$32,000.

#2e- Approval of a resolution authorizing the City Manager to accept and enter into a RAMP (Routine Airport Maintenance Program) Grant Agreement between the Texas Department of Transportation and the Town of Addison, for airport improvements at Addison Airport.

#2f- Approval of a contract with Rodney Hand & Associates Marketing Communications, LP in the amount of \$111,750 for the publication and distribution of the Addison Visitor's Guide and Addison Magazine.

#2g- Approval of a contract with Liz Oliphant & Associates, Inc. for public relations services.

#2h- Approval of a contract with Margulies Communications Group in the amount of \$42,000 annually for crisis communications services for the Town of Addison.

#2i- Approval of a contract with Shiroma Southwest in the amount of \$60,000 annually for public relations and media publicity.

Item #R3 - Consideration and discussion of approval of a resolution nominating Michael Hurtt to the Dallas Central Appraisal District Board of Directors.

Attachment(s):

1. DCAD Nomination Packet

Recommendation:

Staff recommends approval.

Item #R4 - Presentation and consideration of approval amending the Town's Code of Ordinances by amending Article V (Drought Contingency Plan) of Chapter 34 (Environment).

Attachment(s):

1. Revised Ordinance

Recommendation:

Staff recommends approval

Item #R5 Presentation, discussion and consideration of approval of an ordinance providing for increased prior and current service annuities for retirees and beneficiaries of deceased retirees of the Town of Addison, and establishing an effective date for the ordinance.

Attachment(s):

1. tmrs letter
2. COLA Ordinance

Recommendation:

Staff recommends approval (cost of living adjustment for eligible retirees is approximately 1%).

Item #R6 Presentation, discussion and consideration of approval to authorize the City Manager to enter into an agreement between the Town and RCC Consultants Inc. to complete Phase II of the replacement process of the Public Safety Radio System on behalf of Addison, Carrollton, Farmers Branch and Coppell (Metrocrest Quad Cities).

Attachment(s):

1. Amendment

Recommendation:

Staff recommends approval.

Item #R7 Presentation, discussion and consideration of approval to authorize the City Manager to enter into an interlocal agreement with the cities of Carrollton, Farmers Branch and Coppell whereby the cities of Carrollton, Farmers Branch and Coppell agree to reimburse Addison for their

shares of the cost of Phase II of the Metrocrest Quad Cities Public Safety Radio Replacement Project.

Attachment(s):

1. SECOND RADIO SYSTEM INTERLOCAL AGREEMENT

Recommendation:

Staff recommends approval.

Item #R8 - Consideration, discussion and approval of an ordinance establishing Business Registration procedures for businesses located within the Town of Addison.

Item #R9 - Approval of final payment to CPS Civil, Inc., in the amount of \$50,174.73 for the completion of construction of certain public infrastructure (including streets, water and sanitary sewer lines, and other public infrastructure improvements) within that area of the Town generally known as Vitruvian Park (Vitruvian Park Public Infrastructure Phase 2: Bella Lane).

Attachment(s):

1. Final Payment Application
2. Phase 2 Cost Analysis

Recommendation:

Staff recommends approval.

Item #R10 - Presentation, discussion and consideration of approval to authorize the City Manager to execute Change Order No. 1.3 with North Texas Contracting, Inc., in the amount of \$18,777.00 and an addition of five (5) calendar days for the construction of Spring Valley Road (a portion of the Spring Valley Road/Vitruvian Way Extension project).

Attachment(s):

1. Change Order 1.3

Recommendation:

Staff recommends approval.

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 #R11 - Consideration 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 any action regarding the offer of a financial or other incentive to such business prospect or business prospects.

Adjourn Meeting

Posted:

Chris Terry, 11/18/2011, 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: #WS1

AGENDA CAPTION:

Presentation and discussion regarding Dallas Area Rapid Transit.

FINANCIAL IMPACT:

n/a

BACKGROUND:

n/a

RECOMMENDATION:

n/a

COUNCIL GOALS:

Promote Quality Transportation Services

ATTACHMENTS:

Description:

[Gary Slagel Bio](#)

Type:

Backup Material

Gary Slagel is President and CEO of CapitalSoft, Inc., a software company headquartered in Richardson, Texas. CapitalSoft develops and implements enterprise level Capital Program Management Software for the Public and Private sector construction markets. The company's product, CapEx Manager, provides the owner access to real-time, relevant information that accurately identifies progress and forecasts trends, thereby improving visibility and control over project schedules and expenditures.

His background is in technology development and management. In addition to CapitalSoft, Slagel has held technology and leadership positions with QuestMatch/GENI, WAM Communications, MobileWare, Texas Instruments and General Electric.

Slagel's public service interest has kept him very involved in the North Texas region. He was elected to the Richardson City Council in 1987, serves as the Mayor Pro Tem from 1989 to 1991, served as Mayor from 1991 to 2007, then again from 2009 to 2011. He also served on the Regional Transportation Council from 1987 to 1991, then served on the North Central Texas Council of Governments (NCTCOG) Executive Board from 1991 to 1996 and was President from 1994 to 1995. He was a member of the Metroplex Mayor's Association from 1991 to 2009 and served as president from 2005 to 2006. He also served as a member of the Executive Committee of the Dallas Regional Mobility Coalition from 1991 to 2006.



While Mayor, Slagel led several initiatives including the development of four DART station areas, a non-transit mixed uses development, several residential subdivision development areas, a visioning process for the redevelopment of older areas of the City, a comprehensive planning guide process, and a working document for the City Council's Statement of Goals. Regionally, Slagel drove initiatives with the State of Texas Legislature to restructure the governance of DART and to identify an approach for the funding for regional rail.

Slagel currently serves as a member of the Board of the Dallas Area Rapid Transit and is a member of the Texas Transportation Institutes Advisory Council.

Slagel received the 2003 "William J. Pitstick Regional Excellence Award" from NCTCOG. He also received the "Tech Titans Award" in 2002 from the Metroplex Technology Business Council. In 2007, Slagel was selected as the Public Official Business Partner of the Year by Inside Collin County Business. In 2011, he was recognized by the Richardson Chamber of Commerce as Citizen of the Year, was the recipient of the International Economic Development Council's (IEDC) Leadership Award for Public Service and was recognized by the Collin County Business Press as Elected Official of the Year.

Slagel graduated from Illinois State University with a bachelor's degree in industrial technology, and received a master's degree in business administration from Amberton University in Dallas. He and his wife Pat have four daughters and four grandchildren.

Council Agenda Item: #WS2

AGENDA CAPTION:

Presentation and discussion of the Town's water distribution system.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R 2a

AGENDA CAPTION:

Approval of Minutes for the November 8, 2011 Regular Council Meeting.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[November 8 Minutes](#)

Type:

Backup Material

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

November 8, 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, Resnik

Absent:

None

Work Session

Item #WS1 - Presentation and discussion of updates to the Drought Contingency Plan.

Item #WS2 - Presentation and discussion of the Town's storm water inventory and mapping project.

Mayor-Todd Meier

Attest:

City Secretary-Chris Terry

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

November 8, 2011

6:00 PM - Town Hall

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

Chris Terry, 11/4/2011, 5:00 PM

Council Members Present:

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

Absent:

None

REGULAR MEETING

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

The following employees were introduced: Aaron Kruase, Police Department; Scott Ledee, Fire Department.

There was no action taken.

Item #R2 - Consent Agenda

#2a - Approval of Minutes for the October 25, 2011 Regular Council Meeting.

A motion to Approve was made by Council Member Kimberly Lay.

The motion was seconded by Council Member Chris DeFrancisco.

The motion result was: Passed

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

Voting Nay: None

#2b - Award of a bid to IESI, Inc. for trash removal at Town facilities in

the amount of \$34,937.

A motion to Approve was made by Council Member Kimberly Lay.
The motion was seconded by Council Member Chris DeFrancisco.
The motion result was: Passed
Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow,
Resnik
Voting Nay: None

#2c - Approval of (i) Contracts for Services between the Town of Addison and the following non-profit agencies: Metrocrest Family Medical Clinic, Metrocrest Chamber of Commerce, The Family Place, Communities in Schools, Senior Adult Services, Metrocrest Social Services, CONTACT Crisis Line, LaunchAbility, United Basketball League - Texas Wranglers, Dance Council, WaterTower Theatre, Richardson Symphony Orchestra, and Second Thought Theatre, and (ii) an Agreement for the Use of the Addison Theatre Centre between the Town of Addison and each of Water Tower Theatre and Second Thought Theatre, subject to the final review and approval of the City Manager and City Attorney.

Item was pulled for clarification.

A motion to Approve was made by Council Member Kimberly Lay.
The motion was seconded by Council Member Blake Clemens.
The motion result was: Passed
Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow,
Resnik
Voting Nay: None

#2d - Approval authorizing the City Manager to execute a Professional Services Agreement with Halff Associates Inc in an amount not to exceed \$54,000 for storm water data inventory.

A motion to Approve was made by Council Member Kimberly Lay.
The motion was seconded by Council Member Chris DeFrancisco.

The motion result was: Passed

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

Voting Nay: None

#2e - Approval authorizing the City Manager to execute a Professional Services Agreement with Teague Nall and Perkins in an amount not to exceed \$31,400 for dry weather field screening, preparation of the town's annual storm water management report to TCEQ and permit renewal.

A motion to Approve was made by Council Member Kimberly Lay.

The motion was seconded by Council Member Chris DeFrancisco.

The motion result was: Passed

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

Voting Nay: None

Item #R3 - Proclamation honoring Ray Noah for service on behalf of Addison to the Dallas Area Rapid Transit Board of Directors.

There was no action taken.

Item #R4 - PUBLIC HEARING Case 1645-SUP/McFadden's Restaurant and Saloon. Public hearing, discussion and consideration of approval of an ordinance providing for a change of zoning on a tract of land generally located within the Town at 4050 Belt Line Road, which tract of land is currently zoned Planned Development, Ordinance #088-036, by approving for that tract a Special Use Permit for a restaurant, a Special Use Permit for the sale of alcoholic beverages for on-premises consumption, and a Special Use Permit for a billiard parlor, on application McFadden's Restaurant and Saloon, represented by Mr. Martin T. Corboy. COMMISSION FINDINGS: The Addison Planning and Zoning Commission, meeting in regular session on October 19, 2011, voted to recommend approval of a Special Use

Permit for a restaurant, a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, and a Special Use Permit for a billiard parlor, on application from McFadden's Restaurant and Saloon, subject to the following conditions: -The applicant shall not use the bar", "tavern" "saloon" or any equivalent terms in exterior signs. -Prior to a Certificate of Occupancy: ·All dead or missing shrubs and ground cover on the site shall be replaced·The Belt Line Road landscape buffer shall be refurbished·Carpe myrtle trees in the Belt Line Road landscape buffer shall be removed·The existing tree lighting in the front of the building shall be removed·The irrigation system shall be inspected to make sure the freeze and rain sensors are operational, and that the overall site is receiving 100% sprinkler coverage. Voting Aye: Angell, Groce, Gunther, Hewitt, Wheeler, Voting Nay: none Absent: Doherty, Oliver

Carmen Moran, Director of Development Services, and Martin T. Corboy, McFadden's Restaurant, spoke regarding this item.

Jessie Lyle, 4067 Beltway Drive, spoke regarding this item during the public hearing.

Ordinance 011-070 was approved.

There was no action taken.

Item #R5 - Presentation, discussion and consideration of approval to authorize the City Manager to execute an Agreement for Professional Services with Nathan D. Maier, Inc. (NDM) for additional services related to the design of certain public infrastructure (including channel improvements and other public infrastructure improvements) within that area of the Town generally known as Vitruvian Park (Vitruvian Park Public Infrastructure Phase 1C).

Lea Dunn spoke regarding this item.

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

The motion was seconded by Council Member Neil Resnik.

The motion result was: Passed

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

Voting Nay: None

Item #R6 - Discussion and consideration of consent to a proposed First Amendment to a Reciprocal Easement at Addison Airport between the ground lease tenant (Donaldson) of 4584 Claire Chennault and the ground lease tenant of 4582 Claire Chennault.

Bill Dyer, Addison Airport, spoke regarding this item.

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

The motion was seconded by Council Member Neil Resnik.

The motion result was: Passed

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

Voting Nay: None

Item #R7 - Consideration of approval of the Assignment of Ground Lease between Town of Addison as Landlord and the Estate of James Donaldson, as Tenant, Ground Lease #0630-3201 commonly known as 4584 Claire Chennault, from the Estate of James Donaldson to Tailwind Worldwide, LP, a Texas limited liability company.

Bill Dyer, Addison Airport, spoke regarding this item.

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,
Resnik

Voting Nay: None

Item #R8 - Discussion and consideration of approval of, and authorizing the City Manager to execute, an interim interlocal Agreement between the City of Carrollton and the Town of Addison, and a letter agreement with G4S, for fleet maintenance and repair services as needed until February 29, 2012.

Mark Acevedo, Director of General Services, spoke regarding this item.

A motion to Approve was made by Council Member Blake Clemens. The motion was seconded by Council Member Bruce Arfsten.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, 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 #R9 - Consideration 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 any action regarding the offer of a financial or other incentive to such business prospect or business prospects.

Council entered executive session at 8:43 pm.

Council left executive session at 9:19 pm.

There was no action taken.

Mayor-Todd Meier

Attest:

City Secretary-Chris Terry

Council Agenda Item: #R 2b

AGENDA CAPTION:

Approval authorizing the City Manager to execute a contract with MPI Architects to conduct a Texas Accessibility Standards (TAS) Compliance Review of existing Town facilities.

FINANCIAL IMPACT:

Cost: \$33,000.00

Budget: \$40,000.00

BACKGROUND:

On July 23, 2010, Attorney General Eric Holder signed final regulations revising the Americans with Disabilities Act (ADA) regulations, including its ADA Standards for Accessible Design. The official text was published in the Federal Register on September 15, 2010 (corrections to this text were published in the Federal Register on March 11, 2011).

The revised regulations amend the Department's title II regulation, 28 CFR Part 35, and the title III regulation, 28 CFR Part 36. These final rules went into effect on March 15, 2011 and will be published in the 2011 edition of the Code of Federal Regulations (CFR).

Compliance with the 2010 Standards for Accessible Design is permitted as of September 15, 2010, but not required until March 15, 2012.

The ADA sets federal standards for all public accommodations, transportation systems and portions of commercial facilities.

Each state has the option of adopting the federal guidelines, or proposing its own guidelines for approval by the United States Department of Justice. The Texas Accessibility Standards are as stringent (in some instances more stringent) as the ADA regulations and have been deemed equivalent to the ADA regulations by the United States Department of Justice. The TAS received ADA equivalency certification on September 23, 1996.

This compliance study is to determine what modifications may be

needed to bring 11 Town facilities into TAS/ ADA compliance under the new revised regulations. Our previous compliance study and modifications were done in 1993.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

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

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R 2c

AGENDA CAPTION:

Approval of a contract with Texas First Group Replacement Service, Inc for the provision of an interim director for the Finance Department, subject to the final review and approval of the City Manager and City Attorney.

FINANCIAL IMPACT:

The anticipated cost of this service is approximately \$25,000 based on \$80 per hour for three months.

BACKGROUND:

With turnover in the Finance department, it was determined that some additional senior level support would be beneficial. Once the search for a new Finance Director has been completed and the position filled, this service would no longer be needed.

RECOMMENDATION:

COUNCIL GOALS:

Mindful Stewardship of Town Resources

ATTACHMENTS:

Description:

[Rosie Vela Contract](#)

[Rosie Vela Resume](#)

Type:

Backup Material

Backup Material

AGREEMENT FOR INTERIM FINANCE DIRECTOR

State of Texas

County of Dallas

For good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged, this agreement is made by and between the City of Addison, Texas, a Texas Municipal Corporation (hereinafter referred to as the "City") and Texas First Group Replacement Service, Inc., (hereinafter referred to as "Texas First Group").

Texas First Group shall provide personnel appropriate to handle the responsibilities of Interim Finance Director of the City. As an incident to such responsibilities, the person or persons assigned by Texas First Group shall have all powers and duties as set forth in City Ordinances, City Charter, City Policy, and State law and as further delegated by the City Manager. The parties anticipate that Rosie Vela shall initially handle the Interim Finance Director responsibilities during the term of this agreement. The parties agree and acknowledge that Texas First Group, Rosie Vela, and any other individual assigned by Texas First Group to provide services under this agreement may continue professional consultation work for other clients during the term of this agreement provided such consultation services neither detract from that individual's duties to the City pursuant to this contract nor create any conflict of interest or dual office holding prohibitions, and further agree and acknowledge that time spent on such consultation will not be billed to the City.

Texas First Group acknowledges that its provision of services is at the discretion of the City Manager and that the City Manager may terminate this agreement at his discretion at any time, with or without cause. The hours of the work week for the Interim Finance Director shall be determined by the City Manager.

Texas First Group may assign personnel other than Rosie Vela to act as Interim Finance Director only with the prior express consent of the City.

In consideration of its agreement, the City shall 1) Pay to Texas First Group the sum of \$ 80.00 per hour for its services, with a minimum billing increment of thirty (30) minutes; 2) Reimburse Texas First Group for any direct expenses incurred by the Interim Finance Director in connection with providing services performed for the City at City's request; and 3) Provide housing for Rosie Vela, plus reimbursement (at the current IRS rate) for two round trips for Rosie Vela to and from her home in San Marcos. If an individual other than Rosie Vela is assigned to act as Interim Finance Director as provided above, any similar reimbursement will be as agreed by the parties.

Texas First Group will provide a billing statement to the City on a bi-weekly basis and such billing statement will be due and payable upon receipt thereof by the City.

The parties agree that the person named above to handle the Interim Finance Director duties for the City, or any other individual serving in that capacity with the City through Texas First Group, will be serving in the capacity of a public official for the City. Accordingly, to the extent the City maintains liability coverage under an insurance policy or under an interlocal agreement for City Officials and employees while acting within the scope of employment with the City, the City agrees to provide identical liability coverage for the Interim Finance Director. City also agrees to defend and pay damages for the Texas First Group, and its owners, Kerry Sweatt and Don Davis, for claims, causes of action, damages, losses, and/or costs, including reasonable attorneys' fees and expenses, resulting from or arising out of the services provided to the City pursuant to the Agreement by obtaining an endorsement to its liability insurance policy or interlocal agreement providing liability coverage, but the City's obligation to defend and pay damages exist only to the extent such liability or costs are covered under any existing policy or interlocal agreement.

To the extent permitted under its workers' compensation coverage, City will provide workers' compensation coverage for the Interim Finance Director while in the scope of performing services under this contract.

Notices to the parties shall be directed as follows:

To the City: Ronald Whitehead, City Manager
City of Addison, Texas
P.O. box 9010
Addison, TX 75254-7606

To Texas First Group: Don Davis, Partner
Texas First Group
786 Shin Oak Way
Kerrville, TX 78028

The parties specifically reserve the right to designate other addresses for notices in writing from time to time.

This agreement constitutes the full and complete agreement of the parties, and all other prior and/or contemporaneous agreements between the parties have been merged

herein. Any future amendment of this agreement shall be in writing and shall require the written consent of both parties.

This agreement is governed by and is to be construed and enforced in accordance with the laws of the State of Texas and of the United States.

The parties agree and consent to the jurisdiction of and venue in the District Courts of Dallas County, Texas, and of the United States District Court for the Northern District of Texas and acknowledge that such courts shall constitute proper and convenient forums for the resolution of any actions among the parties with respect to the subject matter hereof.

The parties further agree that such courts shall be the exclusive forums for the resolution of any actions among the parties with respect to the subject matter hereof.

EXECUTED in duplicate originals to be effective on the _____ day of _____, 2011.

City of Addison, Texas
Ronald Whitehead, City Manager

Texas First Group
Don Davis

Attest: _____
City Secretary

ROSIE G. VELA, CPA, CGFO
2211 Annes Trail
San Marcos TX 78666-1060
512-754-2188
November 2011

EDUCATION: Master of Business Administration
Corpus Christi State University – August 1980
(Now Texas A & M University – Corpus Christi)
Emphasis in Finance and Management

Bachelor of Business Administration
Corpus Christi State University – August 1979
Major – Accounting
Graduated Magna cum Laude

PROFESSIONAL CERTIFICATIONS: Certified Public Accountant, May 1982
Certified Government Finance Officer, Nov. 1988

EXPERIENCE:

3/2009 – present Self Employed Consultant

As a consultant, I provide Interim Director of Finance Services to cities when they have a vacancy in the Director of Finance position. Cities served include Cedar Park, Buda, Beeville, Granite Shoals, Windcrest and Copperas Cove. Engagements are for limited time periods, usually three to six months. During this time, I assist in the recruiting process and provide interim financial statements and investment reports, as well as oversee the day-to-day financial operations.

9/2006 – 9/2008 Director of Finance – City of San Marcos, Texas

As Director of Finance, I was responsible for the Purchasing, Accounting, Information Services and Utility Business Office Divisions. The Department was responsible for preparing and presenting the annual budget of over \$140 million; preparation of interim and annual financial reports; preparation of the annual audit and Comprehensive Annual Financial Report; coordinating Internal Audits for the City; payroll for over 500 employees; accounts payable for all vendors of the City; procurement of all goods and services for the City; and customer service and collection of utility payments for Water and Electric Utilities.

9/1996 – 9/2006 Director of Finance – City of Richardson, Texas

As Director of Finance, I was responsible for various divisions:

Accounting

- Includes payroll, accounts payable, daily financial recording, interim and annual financial reporting, and investments of approximately \$60 million portfolio

Purchasing

- Includes City Hall Receptionist and mail service for the City

Fleet and Materials Management

- Includes maintenance of the City's vehicle fleet and heavy maintenance equipment. Also includes warehouse services for the city

Municipal Court

- Includes handling citations issued, collecting cash, and managing court trials when requested

Utility Customer Service

- Includes cash collection, meter reading, utility billing, connect and disconnect services and customer information related to utility service

Tax

- Includes billing and collecting for taxes, as well as working with two Appraisal Districts for information on the City's tax rolls, and complying with all State laws related to Property Taxes. Also includes working with attorneys on lawsuits and other collection techniques

Administration

- Includes coordinating all activities related to debt issuance such as presentations to rating agencies related to the City's Bond rating, and multi-year planning for issuance of additional debt and debt capacity. Also includes internal audit of all City operations and review of internal controls

Summary:

Responsible for a department of 84 individuals with a budget of \$8 million

Significant accomplishments:

Bond rating upgrades in both revenue bonds and General Obligation bonds

From Baa-1 to A1 in Revenue Bonds (Moody's) and from A to AA- (S&P)

From Aa to Aa1 in General Obligation bonds (Moody's) and

From AA to AA+ in General Obligation bonds (S&P)

12/90 – 8/96

Director of Finance – City of Corpus Christi, Texas

As Finance Director, I was responsible for the daily operations of a department of 133 people. The department was comprised of various divisions, which included Accounting, Cash Management, Central Cashiering, Federal Grants, Accounts Payable, Payroll, and the Utilities Business Office. The department was responsible for providing interim and annual financial statements; making daily cash deposits of between \$500,000 and \$1,500,000; and managing an active portfolio of approximately \$149 million. In addition, we generated approximately 8,000 payroll and accounts payable checks every month; invoice between 70,000 and 76,000 utility accounts monthly; read approximately 170,000 meters each month; answered utility questions; and provided utility connect and disconnect services to a community of approximately 275,000.

As Finance Director, I was also responsible for performing long-range projections on the City's ability to finance debt for long-term capital projects; served as liaison to the City's financial advisors, bond attorneys, and underwriters; and coordinated presentations to the City's rating agencies for bond sales. During the years that I served as Finance Director, the City received the Certificate of Achievement for Excellence in Financial Management from the Government Finance Officers Association.

1/90 – 12/90

Director of Management and Budget – City of Corpus Christi, Texas

As Director of Management and Budget, I directed a staff of twelve people in coordinating the preparation and publication of a \$242 million budget. This involved compiling information for approximately thirty-five departments and twenty funds into a comprehensive financial and planning document. This position entailed working with the City Manager in presenting information to City Council so that informed decisions could be made. During this year, the Government Finance Officers Association awarded the Distinguished Budget Award to the City.

4/88 – 1/90

Assistant Director of Finance – City of Corpus Christi, Texas

In this position, I supervised the Central Cashiering, Collections, and Cash Management Sections. During this time, the Central Cashiering Section began operating under an automated system which brought together various cash collection centers for the City, thus enhancing internal controls. The Cash Management section continued to make great strides in finding investment vehicles, which not only improved the City's interest earnings, but also provided greater security during a time of record bank closings. Also during this time, I arranged for students from Corpus Christi State University to review City

operations at the Golf Centers, Gas Department, and Animal Control, as part of a management course. The student projects proved very helpful to City staff at no cost, while providing valuable real-life business experiences for the students. The suggestions for improvements from the students reflected an outside “consultant” type view without the accompanying expenditure of funds.

10/86 – 4/88 Chief Accounting Officer – City of Corpus Christi, Texas

In this position, I directed the Accounting Division, which consisted of Payroll, Accounts Payable, Federal Grants, and General Accounting. During this period, we were able to implement procedures, which eliminated manual check signing of over 200 checks a week.

9/85 – 10/86 Chief Accountant – City of Corpus Christi, Texas

In this position, I directed a staff of seven accountants in recording the City’s financial transactions, generating timely and correct interim financial reports, and preparing and publishing the City’s audited Comprehensive Annual Financial Report.

5/84 – 9/85 Director of Accounting – Spohn Hospital, Corpus Christi, Texas

In this capacity, I directed a staff of twelve people in generating monthly and annual financial statements; processing accounts payable for a 500-bed hospital; recording all payroll transactions and generating payroll checks for over 1,700 employees; investing the hospital’s temporarily idle cash; processing all bank deposits; and accounting for all fixed assets and capital improvement projects. In addition, the department maintained inventory records and provided daily, monthly, and annual financial reports for the hospital’s four subsidiary corporations.

5/83 – 5/84 Internal Auditor – Spohn Hospital, Corpus Christi, Texas

In this capacity, an assistant and I audited the hospital’s cash collection procedures and petty cash funds. In addition, we audited the hospital’s documentation of procedures performed to protect the hospital from questioned charges by patient insurance companies. We also detected flaws in the hospital’s procedures for protecting valuables and lost and found articles, returning items that had been inappropriately kept for several years.

**12/80 – 5/83 Auditor – Peat Marwick Mitchell & Co (Now KPMG) –
Corpus Christi Texas**

In this capacity, I performed audits for banks, manufacturing and retail organizations, non-profits, and federal grants, simultaneously supervising up to five staff members at various locations.

**8/79 – 12/80 Instructor – Corpus Christi State University (now Texas
A&M Corpus Christi)**

Upon completion of my bachelor's degree, I taught part-time. Upon completion of my master's degree, I taught full-time. Classes taught included Principles of Accounting, Cost Accounting, and Intermediate Accounting. While working at other organizations, I have taught as an adjunct professor at this institution, teaching classes that included Governmental Accounting and graduate accounting courses.

Memberships and Professional Associations:

Government Finance Officers Association of Texas – President 2001-2002; President-Elect 2000-2001; Vice-President 1994 – 1996; Secretary 1996 – 1997; Representative from Texas to the Government Finance Officers Association of the U.S. and Canada, 2004 – 2006; former presenter and moderator at state and national conferences.

Member, Board of Directors, ViewPoint Bank, Plano Texas 2003 - 2007. Served on Executive Committee, and Chaired Audit Committee. Participated in the conversion from a Credit Union to a bank and in the bank's Initial Public Offering in 2006.

Adjunct Professor, Corpus Christi State University, 1990 – 1992; Texas A&M University, 1995.

Presenter for National Association of Latino Elected and Appointed Officials (NALEO) at regional and national conferences.

Faculty member, Utility Management Institute (UMI) of NADBANK, teaching financial management for utilities in the United States and Mexico.

Council Agenda Item: #R 2d

AGENDA CAPTION:

Approval authorizing Smith Pump Company to perform an overhaul and repair of the vertical turbine pump assembly at Celestial Pump Station at a cost not to exceed \$32,000.

FINANCIAL IMPACT:

This item is budgeted in the Utilities operations budget.

BACKGROUND:

The 200 horsepower (hp) vertical turbine pump, used to distribute treated water to the system, was installed at Celestial Pump Station in 1998. Two pumps were installed at that time to supplement the three existing 500 hp pumps. The pumps are located in a wet well 30 feet below ground, which makes it difficult to service. A vibration analysis is performed annually to identify service needs. In August 2011 the 200 hp pump was taken out of service when a trip failure occurred and the pump locked up.

Smith Pump Company, who performed a similar overhaul and repair on our 125 hp pump at Celestial Pump Station earlier this year, has submitted the low bid.

RECOMMENDATION:

Staff recommends approval

COUNCIL GOALS:

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

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R 2e

AGENDA CAPTION:

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

FINANCIAL IMPACT:

Airport Fund: \$50,000

RAMP Grant \$50,000

BACKGROUND:

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

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

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Mindful Stewardship of Town Resources, Conduct the Business of the Town in a Fiscally Responsible Manner, Develop and utilize

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

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R 2f

AGENDA CAPTION:

Approval of a contract with Rodney Hand & Associates Marketing Communications, LP in the amount of \$111,750 for the publication and distribution of the Addison Visitor's Guide and Addison Magazine.

FINANCIAL IMPACT:

Funding is established in the FY 2012 marketing and communications budget in the amount of \$111,750.

BACKGROUND:

Rodney Hand & Associates will produce and distribute a quarterly Addison Visitor's Guide and Addison Magazine

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Maintain and Enhance our Unique Culture

ATTACHMENTS:

Description:

- [Addison Magazine 2012 contract](#)
- [Addison Magazine 2012 contract Exhibit A](#)

Type:

- Backup Material
- Backup Material

STATE OF TEXAS

Addison/North Dallas Advertising Agreement

COUNTY OF DALLAS

This Agreement is made as of _____, 2011 by and between the Town of Addison, Texas (the "Town") and Rodney Hand & Associates Marketing Communications, LP ("Hand").

WHEREAS, the Town is a duly incorporated municipality pursuant to the laws of the State of Texas; and

WHEREAS, Hand is a limited partnership doing business in the State of Texas; and

WHEREAS, Hand is the owner of two publications known as "Addison and The North Dallas Corridor Visitors Guide" (the "Visitors Guide") and the "Addison and The North Dallas Corridor Magazine" (the "Magazine"), and the Town desires to advertise in these Publications for the purpose of promoting the Town and the surrounding area to residents and visitors through distribution in hotel rooms in the Town and North Dallas area;

WHEREAS, the Town and Hand agree that these Publications shall be produced and distributed in accordance with the terms of this Agreement (including Exhibit A attached hereto and incorporated herein).

NOW, THEREFORE, for and in consideration of the above and foregoing premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the Town of Addison, Texas and Hand & Associates Marketing Communications do contract and agree as follows:

1. Incorporation of Premises. The above and foregoing premises are true and correct and are incorporated herein in their entirety.
2. Term. This Agreement shall be in effect from the date of execution hereof by the Town and shall terminate, except as otherwise provided for herein, upon completion of the fourth issue of the Publication, including its distribution.
3. Conduct of Publication. Hand shall be the owner/publisher of the Publications and the Town shall be considered an advertiser. The Visitors Guide shall be directed and distributed primarily to Addison and North Dallas hotels and visitors (as identified and agreed upon by the Town and Hand). The Magazine shall be directed and distributed primarily to Addison and North Dallas residential properties (as identified and agreed upon by the Town and Hand). The content of the Visitors Guide and of the Magazine will be similar, but the Magazine may include some additional information or features which is pertinent and unique to a residential audience.
4. Obligations, Representations and Warranties; Indemnification.
 - A. Hand: Hand represents, warrants and covenants that:

- (1) Hand shall acquire any and all licenses, agreements, permits, waivers, releases, registrations, approvals, authorizations, or any other permit or document required or necessary to produce the Publication.
- (2) In the production of the Publications, Hand shall comply with all applicable federal, state and local laws, rules and regulations.
- (3) During the term of this Agreement, neither Hand nor any of Hand's associates or employees shall participate, whether directly or indirectly, financially or otherwise, in the production of any other publication related to Addison or the North Dallas area.
- (4) Hand shall keep and hold all information provided to it by the Town in connection with this Agreement in confidence and shall not disclose such information to any third party. This paragraph shall survive the termination hereof.
- (5)(a) IN CONSIDERATION OF THE GRANTING OF THIS AGREEMENT, HAND AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN, ITS, OFFICERS, AGENTS AND EMPLOYEES (EACH AN "INDEMNITEE") FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, JUDGMENTS, LIABILITIES, LOSSES, CLAIMS, PENALTIES, FINES, EXPENSES, FEES AND COSTS (INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES (TOGETHER, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH HAND'S PERFORMANCE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY NEGLIGENT ACT OR OMISSION OF HAND OR ANY OWNER, PARTNER, OFFICER, EMPLOYEE, AGENT, REPRESENTATIVE, CONTRACTOR, SUBCONTRACTOR, LICENSEE, GUEST, OR INVITEE OF HAND, OR ANY OTHER PERSON OR ENTITY FOR WHOM HAND MAY BE LIABLE UNDER, RELATED TO, OR IN CONNECTION WITH, THIS AGREEMENT, INCLUDING DAMAGES CAUSED BY THE INDEMNITEE'S OWN NEGLIGENCE, OR GROSS NEGLIGENCE, OR CONDUCT THAT MAY EXPOSE AN INDEMNITEE TO STRICT LIABILITY UNDER ANY LEGAL THEORY, EXCEPT AS SPECIFICALLY LIMITED HEREIN.
- (b) WITH RESPECT TO HAND'S INDEMNITY OBLIGATION SET FORTH IN SUBSECTION (A), HAND SHALL HAVE NO DUTY TO INDEMNIFY AN INDEMNITEE FOR ANY DAMAGES CAUSED BY THE SOLE NEGLIGENCE OF THE INDEMNITEE, OR SOLE GROSS NEGLIGENCE OF THE INDEMNITEE, OR SOLE CONDUCT OF THE INDEMNITEE THAT MAY OR DOES

EXPOSE THE INDEMNITEE TO STRICT LIABILITY UNDER ANY LEGAL THEORY.

- (c) IF AN INDEMNITEE SUFFERS DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE, OR CONDUCT THAT MAY OR DOES RESULT IN EXPOSURE TO STRICT LIABILITY, OF BOTH HAND AND THE INDEMNITEE, HAND'S INDEMNITY OBLIGATION SET FORTH IN SUBSECTION (A) WILL BE LIMITED TO A FRACTION OF THE TOTAL DAMAGES EQUIVALENT TO HAND'S OWN PERCENTAGE OF RESPONSIBILITY.
- (d) With respect to Hand's duty to defend set forth herein in subsection (a), Hand shall have the duty, at its sole cost and expense, through counsel of its choice, to litigate, defend, settle or otherwise attempt to resolve any claim, lawsuit, cause of action, or judgment arising out of or in connection with this Agreement; provided however, that the Town shall have the right to approve the selection of counsel by Hand and to reject Hand's selection of counsel and to select counsel of the Town's own choosing, in which instance, Hand shall be obligated to pay reasonable attorney fees and the expenses associated thereto. The Town agrees that it will not unreasonably withhold approval of counsel selected by Hand, and further, the Town agrees to act reasonably in the selection of counsel of its own choosing.
- (e) In the event that Hand fails or refuses to provide a defense to any claim, lawsuit, judgment, or cause of action arising out of or in connection with this Agreement, the Town shall have the right to undertake the defense, compromise, or settlement of any such claim, lawsuit, judgment, or cause of action, through counsel of its own choice, on behalf of and for the account of, and at the risk of Hand, and Hand shall be obligated to pay the reasonable and necessary costs, expenses and attorneys' fees incurred by the Town in connection with handling the prosecution or defense and any appeal(s) related to such claim, lawsuit, judgment, or cause of action.
- (f) The indemnity, hold harmless, and defense obligations of Hand set forth in this section or elsewhere in this Agreement shall survive the expiration or earlier termination of this Agreement.
- (6) Hand, its officers, agents and employees do hereby waive any and all claims for damage, injury or loss to any person or property, including the death of any person, that may be caused, in whole or in part, by the act or failure to act of any officer, agent or employee of the Town. Hand, its officers agents and employees assume the risk of all conditions whether dangerous or otherwise, in and about the premises

of the Town, and waive any and all specific notice of the existence of any defective or dangerous condition in or about the said premises. The provisions of this paragraph shall survive the termination of this Agreement.

B. Town: The Town represents, warrants, and covenants that:

- (1) The Town shall pay Hand a sum of \$26,250 for 18 pages of R.O.B. (Run of Book) advertising in the November 2011 issue of the Publications, \$26,250 for 18 pages of R.O.B. advertising in the February 2012 issue, \$26,250 for 18 pages of R.O.B. advertising in the May 2012 issue and \$26,250 for 18 pages of R.O.B. advertising in the August 2012 issue of the Publications. Such payment shall be made in accordance with the terms of this Agreement, including Exhibit A.
- (2) The Town shall pay Hand a sum of \$1,687.50 for local distribution of each of the Holiday/Winter 2011/2012, Spring 2012, Summer 2012 and Fall 2012 Publications respectively to various locations approved by the City Manager. The area distribution will include the Town and extends from the borders of the Town south to LBJ Freeway (IH 635), north to Legacy, east to Hillcrest Road, and west to Marsh Lane. The various local distribution points shall be determined by the Town. Such sum shall be paid by the Town to Hand upon the Town receiving proof acceptable to the Town of the completion of the distribution.

5. Termination. This Agreement may be terminated at any time by either party hereto in the event that the other party is in breach of any term of this Agreement and such breach continues for more than three (3) days after receipt by the breaching party of written notice of the breach from the non-breaching party. In the event of such termination Hand shall be compensated for all services properly performed to the date of termination. In the event of such termination, should Hand have been paid by the Town for services not yet properly performed then Hand shall reimburse the Town all such payments. Acceptance or payment of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.
6. Delays; Breach. No delay by either of the parties hereto in performing their respective duties, or obligations hereunder shall be deemed a breach of this Agreement if such delay arises from causes beyond the reasonable control of party, including delays resulting from labor disputes, strikes, wars, riots, insurrection, civil commotion, government regulations, fire, flood, storm, or acts of God, provided that such affected party uses its best efforts to avoid non-performance and resumes full performance hereunder as soon as practical. Shortage of material or equipment or changes in price of materials or equipment shall not constitute valid grounds for delay.

It will constitute a breach of this Agreement, allowing for termination and/or recovery of damages which the non-breaching party sustains if:

- (i) The Town fails to make any payment due hereunder within thirty (30) days following the receipt of an invoice therefor, (and each such invoice shall include a summary statement of services rendered; and Hand shall supply such supporting documentation with each invoice regarding the services performed by Hand as may be requested by Town from its Staff employees), or
- (ii) Hand fails to deliver the Holiday/Winter 2011/2012 issue of the Publications, in the required quantities (see Exhibit A) on or before November 27, 2011, the Spring 2012 issue in the required quantities (see Exhibit A) on or before March 1, 2012, the Summer 2012 issue in the required quantities (see Exhibit A) on or before May 24, 2012, or the Fall 2012 issue in the required quantities (see Exhibit A) on or before August 23, 2012; provided, however, that the Town agrees to allow Hand a period not to exceed five (5) business days from the delivery date set out above to fully complete Hand's required distribution of the Publications. Failure by Hand to deliver on the dates set above shall result in a late fee of \$400.00 per day which the Town may deduct from the final amount then payable.

7. Notice: Where the terms of this Agreement require that notice in writing be provided, such notice 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
P. O. Box 9010
Addison, TX 75001
Attn: Lea Dunn
Deputy City Manager

To Hand:

Rodney Hand & Associate
Communications, LP
PO Box 7444
Dallas, TX 75209
Attn: Rodney Hand

8. Assignment. This Agreement shall not be assigned or otherwise conveyed in whole or in part by Hand without the prior written consent of the Town. Because this is a services contract, the Town is not obligated to consent to any assignment or other conveyance of any portion of this Agreement. Any attempted assignment or other conveyance hereof by Hand shall be null, void and of no force or effect.

9. Independent Contractor. The relationship of Hand to the Town is that of an independent contractor. Neither the Town nor Hand shall be deemed to be the agent of the other and neither is authorized to take any action binding upon the

other. No term or provision of this Agreement or any action in the performance hereof is intended nor shall be construed as making Hand the agent, servant or employee of the Town, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship.

10. Texas Law to Apply. This Agreement and Exhibit "A" shall be governed by the laws of the State of Texas (without reference to its conflict of law provisions), and shall be performable and all compensation payable in Dallas County Texas. Venue under this Agreement lies in Dallas County, Texas.
11. Entire Agreement. This Agreement and the attached "Exhibit A" represents the entire and integrated agreement between the Town and Hand and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.
12. Severability. If any clause, paragraph, section or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect.
13. Authority to Execute. The undersigned officers and/or agents of the Town and Hand are properly authorized officials of the said parties and have the authority necessary to execute this Agreement on behalf of the respective party, and the parties hereby certify one to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

EXECUTED at Dallas County, Texas on the day and year first written above.

TOWN OF ADDISON, TEXAS

**RODNEY HAND & ASSOCIATES
MARKETING
COMMUNICATIONS, LP**

By: _____
Ron Whitehead, City Manager

By: _____
Rodney Hand, Principal

Attest: _____
Lea Dunn, City Secretary

EXHIBIT "A"

DESCRIPTION OF ADDISON/NORTH DALLAS PUBLICATIONS

A. Schedule: The (i) Holiday/Winter 2011/2012 issue of the Publications shall be completed and distributed by Hand on or before November 27, 2011, (ii) the Spring 2012 issue of the Publications shall be completed and distributed by Hand on or before March 1, 2012, (iii) the Summer 2012 issue of the Publications shall be completed and distributed by Hand on or before May 24, 2012, and the (iv) Fall 2012 issue of the Publications shall be completed and distributed by Hand on or before August 23, 2012.

B. Duties of Town: The Town shall:

1. Become the anchor advertiser for the Holiday/Winter 2011/2012, Spring 2012, Summer 2012 and Fall 2012 issue of the Publications. The Town shall be provided (a) 18 pages of R.O.B. (Run of Book) advertising and editorial, for the Holiday/Winter 2011/2012 issue of the Publications at a total cost not to exceed \$26,250, (b) 18 pages of R.O.B. (Run of Book) advertising and editorial, for the Spring 2012 issue of the Publication at a total cost not to exceed \$26,250, (c) 18 pages of R.O.B. (Run of Book) advertising and editorial, for the Summer 2012 issue of the Publications at a total cost not to exceed \$26,250 and (d) 18 pages of R.O.B. advertising and editorial for the Fall 2012 issue of the Publications at a total cost not to exceed \$26,250. Payments shall be due based on the following schedule:

For the Holiday/Winter 2011/2012 issue, a total of \$26,250.00 will be due not later than 30 days after the Town's receipt from Hand of Hand's certification, in form and content satisfactory to the Town, that Hand has completed (a) delivery of the Visitors Guide to all the hotels, and delivery of the Magazine to all the residential properties, contained on a distribution list designated by the Town, and (b) the distribution of the Publications to all other sources as described herein or as may be designated by the Town.

For the Spring 2012 issue, a total of \$26,250.00 will be due not later than 30 days after the Town's receipt from Hand of Hand's certification, in form and content satisfactory to the Town, that Hand has completed (a) delivery of the Visitors Guide to all the hotels, and delivery of the Magazine to all the residential properties, contained on a distribution list designated by the Town, and (b) the distribution of the Publications to all other sources as described herein or as may be designated by the Town.

For the Summer 2012 issue, a total of \$26,250.00 will be due not later than 30 days after the Town's receipt from Hand of Hand's certification, in form and content satisfactory to the Town, that Hand has completed (a) delivery of the Visitors Guide to all the hotels, and delivery of the Magazine to all the residential properties, contained on a distribution list designated by the Town, and (b) the distribution of the Publications to all other sources as described herein or as may be designated by the Town.

For the Fall 2012 issue, a total of \$26,250.00 will be due not later than 30 days after the Town's receipt from Hand of Hand's certification, in form and content satisfactory to the Town, that Hand has completed (a) delivery of the Visitors Guide to all the hotels, and delivery of the Magazine to all the residential properties, contained on a distribution list designated by the Town, and (b) the distribution of the Publications to all other sources as described herein or as may be designated by the Town.

2. Submit to Hand in writing: changes and/or corrections to proofs or artwork, photos, and editorial layout. The Town shall return requests for proofing within 96 hours of receipt from Hand.
3. The Town agrees to permit Hand to review its collection of photographs, and agrees to grant to Hand a non-exclusive, royalty free license to use or reproduce such photographs, but solely as a part of the content of the publications which are the subject hereof; provided, however, that if any other person, firm or entity is the owner of any intellectual property rights in connection with any of such photographs, Hand is required to pay such fees, or enter into agreements with third parties as Hand and such third party may agree, without any cost or expense to the Town
4. Town authorizes Hand to produce the Town's logo, royalty free, but solely in connection with the publications which are the subject of this Agreement, and for no other purpose.

C. Duties of Hand: Hand shall provide:

1. On or before November 1, 2011 a timeline that details the elements of the Publications with key milestones.
2. A minimum 64-page Perfect Bound magazine of 22,500 copies each for the November 2011 issue, February 2012 issue, May 2012 issue and the August 2012 issue of the Publications.
3. Proofs of the editorial outline, story ideas, cover design, photos, artwork, and layout and input for approval by the Town. No editorial material of any nature will appear in the Publications unless it has been reviewed and approved by the Town.
4. The Town shall have prior approval of all promotional material including advertising rates pertaining to the Publications.
5. (a) With respect to the Visitors Guide, Hand shall be responsible for its distribution to the participating hotels and shall also verify placement of the Visitors Guide in guest rooms. Hand shall also provide placement copies of the Visitors Guide to hotels as needed. In addition, Hand shall also distribute the Visitors Guide to the following sources:

Participating Hotel Sales Offices
Corporate Concierges
Commercial Leasing Offices and Residential Real Estate Offices
Certain Advertisers

(b) With respect to the Magazine, Hand shall be responsible for its distribution to the residential properties identified and agreed upon by Hand and the Town, and Hand shall verify the distribution of the same.

(c) Hand shall provide to the Town a list of all sources to whom copies of the Publications are distributed.

6. As the anchor advertiser, the Town will be given copies for distribution.

7. Advertising sales area will be limited to:

South of Legacy East
of Marsh Lane North
of Harvest Hill West
of Hillcrest Road

Restaurants outside the area shall not be included.

No advertising will be accepted from any person, business or organization unless it meets the geographic limitations set out above without express permission from the Town of Addison Deputy City Manager or City Manager. The Town shall receive a list of advertisers one (1) week following the posted space reservation deadline for each issue.

8. The Town and Hand agree that the ratio of advertising to editorial shall not exceed 40% ads to 60% editorial.

9. The Town and Hand agree that the average ad rate for a run of space, full page/4 color insertion shall not exceed \$3,500.00 and for exclusive positions, a full page/4 color insertion shall not exceed \$4595.00.

Council Agenda Item: #R 2g

AGENDA CAPTION:

Approval of a contract with Liz Oliphant & Associates, Inc. for public relations services.

FINANCIAL IMPACT:

Funding is established in the FY 2012 budget at \$3,500.

BACKGROUND:

Liz Oliphant & Associates, Inc. for public relations services for special Town projects on an as requested basis (at the request of the Director of Communications and Marketing and/or City Manager). Projects are billed at an hourly rate of: Principal (Liz Oliphant) \$150.00 per hour

Production Coordinator \$ 50.00 per hour

Clerical/Detail Service Fee \$ 20.00 per hour

Attendance at Council meetings or Staff meetings, upon the request of, or with the prior approval of the City Manager, shall be at a rate of \$40.00 per hour, in an amount not to exceed \$3,500.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Maintain and Enhance our Unique Culture

ATTACHMENTS:

Description:

[Liz Oliphant 2012 contract](#)

Type:

Backup Material

AGREEMENT FOR PUBLIC RELATIONS SERVICES

THIS AGREEMENT is between the Town of Addison, a municipal corporation, of Dallas County, Texas (herein referred to as "TOWN") (acting through its City Manager with approval of the City Council) and Liz Oliphant & Associates, Inc. (herein referred to as "AGENCY"), a Texas corporation with its principal place of business in the City of Dallas, Dallas County, Texas.

WHEREAS, the TOWN requires the assistance of a public relations firm to assist with special projects; and

WHEREAS, the TOWN desires to retain the services of Liz Oliphant & Associates, Inc. to provide such assistance;

NOW, THEREFORE, in consideration of the mutual covenants set out herein and for other good and valuable consideration, the TOWN and AGENCY hereby agree as follows:

SECTION I DUTIES

(a) TOWN hereby retains AGENCY to assist in the development and maintenance of a communications program for the TOWN.

(b) During the term of this Agreement, the TOWN may assign additional duties to AGENCY from time to time, subject to AGENCY's desire to handle same. If additional duties are assigned to AGENCY and AGENCY agrees to handle the same, all terms and conditions hereof shall apply in the same manner as with respect to the originally assigned duties.

SECTION II SCOPE OF SERVICES

At the TOWN's request, AGENCY shall assist in the development of a plan for communications and public relations for the community. AGENCY'S services shall include the following:

(a) AGENCY shall be responsible for assisting TOWN Staff in meeting the needs of the Mayor, Council Members and senior Staff.

(b) AGENCY shall develop plans and assist with other special projects as determined and directed by the City Manager or his designated representative.

SECTION III COST ESTIMATES

AGENCY agrees to provide to the TOWN cost estimates of all work it is asked to perform on the TOWN's behalf, to the best of AGENCY's ability, based upon the items and services described in Section II, Scope of Services.

SECTION IV COMPENSATION

(a) The TOWN agrees to compensate AGENCY for the services rendered under this Agreement on an hourly basis according to the following schedule (except for attendance at TOWN Council or Staff meetings as set forth below):

Principal (Liz Oliphant)	\$150.00 per hour
Production Coordinator	\$ 50.00 per hour
Clerical/Detail Service Fee	\$ 20.00 per hour

Attendance at Council meetings or Staff meetings, upon the request of, or with the prior approval of the City Manager, shall be at a rate of \$40.00 per hour.

(i) Outside Art and Production Cost — Copies of invoices for outside art and production costs incurred by AGENCY on behalf of the TOWN must be accompanied by invoices to receive reimbursement.

(ii) Out-of-Pocket Costs — The TOWN will reimburse AGENCY at cost for AGENCY’s expenditures for copies, telegrams, telephone, freight express, local deliveries, and postage incurred by AGENCY on behalf and at the request of the TOWN. Such costs will be contained in the billing provided to the TOWN.

(b) AGENCY agrees to provide to the TOWN a time frame or “number of days to complete” on the cost estimate for each project.

SECTION V BILLING AND PAYMENT

(a) Detailed invoices for all work related to the services performed hereunder and for printed collateral material, and other projects shall be provided to the TOWN on a monthly basis. The invoice shall include a detailed listing of hourly charges for each service rendered including meetings, etc. as well as references as to the projects to which the hourly charge applies. In addition, attachments of all related receipts, shipping receipts for any and all items related to a project including but not limited to materials, out-of-pocket expenses, printed materials, etc. should be included. Should AGENCY fail to substantiate the costs contained in the invoice, then the TOWN reserves the right to request clarification prior to payment. The TOWN agrees to use reasonable efforts to inform AGENCY of any questions concerning an invoice within seven working days. All invoices not in question shall be payable within thirty (30) days of the date of the TOWN’s receipt of the statement and shall be past due after that date.

(b) AGENCY reserves the right to charge interest to the TOWN and the TOWN hereby agrees to pay AGENCY interest at the rate of prime plus 1% per annum for charges not in question that are delinquent for more than sixty (60) days from receipt of such ; provided, however, that such amount shall not exceed the maximum amount of interest permitted to be paid by the TOWN under any law or regulation.

(c) In the event of any question on a statement, AGENCY agrees to provide the TOWN with a revised invoice containing those items for payment not in question. The TOWN agrees to pay such within thirty (30) days of receipt.

SECTION VI RELATIONSHIP BETWEEN AGENCY AND THE TOWN

(a) Title to all materials which AGENCY purchases on the TOWN’s behalf passes to the TOWN as principal. AGENCY agrees to defend and indemnify the TOWN and its employees and officials from claims made against the TOWN by a supplier in connection with any purchase to the extent the TOWN has made payment to AGENCY for such purchase.

(b) Nothing herein contained shall be deemed to require that AGENCY undertake any campaign, prepare any advertising material or publicity, or cause publication of any advertisement or article, which, in AGENCY's judgment, would be misleading, indecent, libelous, unlawful or otherwise prejudicial to the TOWN's or AGENCY's interest.

(c) AGENCY assumes no responsibility and TOWN assumes all responsibility relative to the validity of claims made by the TOWN in its marketing efforts.

(d) AGENCY shall not contract with any persons employed by the TOWN or its officials or employees during the course of this Agreement.

(e) AGENCY is under a duty not to disseminate, or use for its own purposes, both during and after the termination of this Agreement, any "confidential information" imparted to AGENCY by the TOWN. "Confidential information" in regard to this contractual obligation shall mean any information imparted to AGENCY by the TOWN in either verbal or written form so designated as "confidential information."

(f) Ideas, plans, musical themes, slogans and any other creative products that have not been adopted by the TOWN in campaigns conducted by AGENCY or reserved by the TOWN for possible future use are to be considered the sole property of AGENCY to the untrammelled use of which AGENCY shall solely be entitled. Those adopted by the TOWN (or reserved by the TOWN for possible future use) are the sole property of the TOWN to the untrammelled use of the TOWN.

(g) **AGENCY'S Defense, Indemnity, and Hold Harmless Obligation.** AGENCY AGREES TO AND SHALL **DEFEND, INDEMNIFY AND HOLD HARMLESS** THE TOWN, ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES (IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES) (EACH AN "INDEMNITEE") FROM AND AGAINST (I) ANY AND ALL CLAIMS ARISING FROM CONTRACTS BETWEEN THE AGENCY AND THIRD PARTIES MADE PURSUANT TO THIS AGREEMENT, AND (II) ANY AND ALL SUITS, CLAIMS, ACTIONS, JUDGMENTS, LIABILITIES, LOSSES, PENALTIES, FINES, EXPENSES, FEES AND COSTS (INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES OF ANY KIND AND NATURE WHATSOEVER MADE UPON, INCURRED BY, SUFFERED BY, OR ASSERTED AGAINST THE TOWN OR ANY OTHER INDEMNITEE, WHETHER DIRECTLY OR INDIRECTLY (TOGETHER, "DAMAGES") RESULTING FROM, RELATING TO, ARISING OUT OF, OR IN CONNECTION WITH (I) AGENCY'S PERFORMANCE OF THE SERVICES OF THIS AGREEMENT AS SET FORTH IN SECTION II HEREOF, (II) REPRESENTATIONS OR WARRANTIES BY AGENCY UNDER THIS AGREEMENT, AND/OR (III) ANY ACT OR OMISSION OF AGENCY, ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND CONTRACTORS, OR ANY OTHER PERSON FOR WHOM AGENCY IS LEGALLY RESPONSIBLE, UNDER, RELATED TO, IN CONNECTION WITH, OR IN THE PERFORMANCE OF THIS AGREEMENT. **SUCH DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE DAMAGES ALLEGED OR FOUND TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE TOWN AND/OR ANY OTHER INDEMNITEE, OR BY ANY ACT OR OMISSION BY THE TOWN AND/OR ANY OTHER INDEMNITEE THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. HOWEVER, AGENCY'S LIABILITY UNDER THIS CLAUSE SHALL BE REDUCED BY THAT PORTION OF THE TOTAL AMOUNT OF THE DAMAGES (EXCLUDING DEFENSE FEES AND COSTS) EQUAL TO THE TOWN'S OR OTHER**

INDEMNITEE'S PROPORTIONATE SHARE OF THE NEGLIGENCE, OR CONDUCT THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND, THAT CAUSE THE LOSS. LIKEWISE, AGENCY'S LIABILITY FOR THE TOWN'S OR ANY OTHER INDEMNITEE'S DEFENSE COSTS AND ATTORNEYS' FEES SHALL BE REDUCED BY THAT PORTION OF THE DEFENSE COSTS AND ATTORNEYS' FEES EQUAL TO THE TOWN'S OR OTHER INDEMNITEE'S PROPORTIONATE SHARE OF THE NEGLIGENCE, OR CONDUCT THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND, THAT CAUSED THE LOSS.

AGENCY shall promptly advise the TOWN in writing of any claim or demand against the TOWN, or any other Indemnitee, or AGENCY related to or arising out of AGENCY'S activities under or pursuant to this Agreement and shall see to the investigation and defense of such claim or demand at AGENCY's sole cost and expense. The Town and the other Indemnitees shall have the right, at the Town and other Indemnitees' option and at their own expense, to participate in such defense without relieving AGENCY of any of its obligations hereunder. This indemnity, hold harmless, and defense obligation shall survive the expiration or earlier termination of this Agreement.

(h) AGENCY shall coordinate all its activities and efforts through and with the office of the City Manager for the TOWN. All materials prepared for publication or released to news media shall be approved by the City Manager or his designated representative, prior to publication or release. All AGENCY'S billing under this Agreement will be sent to the City Manager and any other special projects or assignments from the TOWN will be received only from the City Manager.

(i) AGENCY is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, a joint enterprise relationship, or to allow the TOWN to exercise discretion or control over the professional manner in which AGENCY performs the services which are the subject matter of this Agreement; provided always however that the services to be provided by AGENCY shall be provided in a manner consistent with all applicable standards and regulations governing such services.

SECTION VII ACCOUNTING

AGENCY shall keep complete and accurate books and records. AGENCY, upon receiving reasonable notice from the TOWN, shall provide the TOWN and/or the TOWN's designated accountants with full and reasonable disclosure of its accounting practices, procedures, receipts and disbursements related to the TOWN's account, and an opportunity to examine all supporting documentation.

SECTION VIII TERM OF AGREEMENT; TERMINATION

(a) The term of this Agreement shall be from October 1, 2011 to September 30, 2012; provided, however, that unless otherwise terminated as provided for herein, this Agreement shall automatically renew for a period of one year following the said date of termination, subject to the annual appropriation and budgeting of revenues by the TOWN to pay the amounts set forth in this Agreement (and in the event such appropriation and budgeting of revenues is not made by the TOWN, this Agreement shall terminate at the end of the fiscal year for which revenues to pay for the services set forth in this Agreement have been appropriated and budgeted by the Town). During the term of this Agreement, should either AGENCY or the TOWN wish to terminate this Agreement, each shall have that right upon giving the other a sixty (60) day written notice of termination. During

the sixty (60) day period, the compensation and service arrangements stated herein apply. All notices under this Agreement shall be provided in writing to the following:

To Agency:

Liz Oliphant
Liz Oliphant and Associates, Inc.
16400 Ledgemont Lane @ 1211
Addison, TX 75001

To the Town:

Ron Whitehead
Town of Addison
P.O. Box 9010
Addison, Texas 75001

(b) At the date of termination, any advertising, merchandising, package and similar plans and ideas prepared by AGENCY and submitted to the TOWN but not used by TOWN shall remain AGENCY's property unless it was either mutually agreed in writing that any such plan or idea became the TOWN's property or specific payment of the cost of its development was agreed upon and made by the TOWN.

(c) Upon termination of this Agreement, AGENCY shall transfer, assign and make available to the TOWN all property and materials in AGENCY's possession or control belonging to and paid for by the TOWN.

(d) At the termination of this Agreement, AGENCY shall give all reasonable cooperation toward transferring, with the approval of third parties in interest, all contracts and other arrangements with advertising media or others, for advertising space, facilities and talent, and other materials yet to be used, and all rights and claims thereto and therein, pertaining to the TOWN's account, upon being duly released from the obligations thereof.

(e) Upon termination of this Agreement, any non-cancelable contracts made on the TOWN's authorization and still existing at termination hereof, which contracts were not or could not be assigned by AGENCY to the TOWN, shall be carried to completion by AGENCY and paid for by the TOWN in the manner described herein.

SECTION IX MISCELLANEOUS

(a) Principals of the AGENCY agree to adhere to the Code of Professional Standards established by the Public Relations Society of America.

(b) AGENCY and the TOWN hereby agree that should any dispute arise out of this contract, then venue of any litigation arising therefrom shall be exclusively in Dallas County, Texas. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas without regard to its conflict of laws provisions.

(c) Any amendments, modifications, deletions or other changes from the terms of this Agreement shall be valid only if made by subsequent written instrument signed by the duly authorized representatives of both AGENCY and TOWN. If any section, paragraph, sentence, clause, phrase word, or any other provision of this Agreement is held to be illegal, void, invalid or unenforceable under present or future laws, such section, paragraph, sentence, clause, phrase, word, or other provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, void, invalid or unenforceable section, paragraph, sentence, clause, phrase, word, or

other provision is not a part hereof, and the remaining sections, paragraphs, sentences, clauses, phrases, words, and provisions hereof shall remain in full force and effect.

(d) The failure of either party to this Agreement to object or to take affirmative action with respect to any conduct of the other party which is in violation of this Agreement shall not be construed as a waiver thereof, or of any future breach of subsequent wrongful conduct. Except as provided in this Agreement, this Agreement and all of its terms and provisions are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

(e) This Agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this Agreement.

(f) The captions used herein are for convenience of reference only and shall not be deemed neither to impart substance of meaning nor modify the content of the text of this Agreement. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

(g) Except as provided herein, neither party may assign any rights or delegate any duties under this Agreement without the prior written consent of the other party.

EXECUTED TO BE EFFECTIVE as of _____, 2011.

TOWN OF ADDISON, TEXAS

LIZ OLIPHANT & ASSOCIATES, INC.

By: _____
Ron Whitehead, City Manager

By: _____

ATTEST:

Printed Name: _____

Title: _____

By: _____
Chris Terry, City Secretary

Council Agenda Item: #R 2h

AGENDA CAPTION:

Approval of a contract with Margulies Communications Group in the amount of \$42,000 annually for crisis communications services for the Town of Addison.

FINANCIAL IMPACT:

The \$42,000 contract is a series of monthly retainers at \$3,500 each.

BACKGROUND:

Margulies Communications will assist the Town in responding to media inquiries concerning crisis communications issues as well as other non-crisis assignments.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Maintain and Enhance our Unique Culture

ATTACHMENTS:

Description:

[Margulies Communications 2012 contract](#)

Type:

Backup Material

This letter, when signed by you, will confirm that the Town of Addison (Client) has retained The Margulies Communications Group (MCG), a Texas Corporation as public relations counsel to provide the services described below. Such services shall be provided beginning on October 1, 2011.

Services

MCG will, at Client's request from time to time and to the Client's satisfaction, assist Client in responding to media inquiries concerning crisis communications issues as well as other assignments (non-crisis matters and other matters) given to MCG by Client. MCG shall submit such responses and other work prepared by MCG for Client's review and consideration of approval prior to release to the media or any other third party, except when MCG is called upon by Client to be its representative and spokesperson in connection with an incident or matter and the then existing circumstances do not permit MCG adequate time to submit such responses or other work to Client for its review and consideration prior to its release. MCG will work with Client to develop strategies to minimize any negative publicity during crisis situations and will assist the Client in providing accurate and timely information to the news media. In providing such services, MCG shall comply with all applicable federal, state and local laws, rules and regulations.

For the services described above, Client will pay MCG a monthly retainer of \$3,500 for each calendar month during the term hereof (the "Monthly Fee"). If incurred, MCG will bill Client for reimbursement of out-of-pocket expenses incurred on Client's behalf when these expenses have been approved by Client in advance.

MCG shall submit to Client, on or before the fifth day of each month, an invoice for the Monthly Fee. Each such invoice shall include (i) a description of the work performed for the month preceding the date of the invoice, (ii) time reports for that month for all MCG personnel who work under this contract, (iii) an itemized statement of any reimbursable expenses incurred; (iv) true and correct copies of any and all receipts, invoices, and other documents and materials in support of the invoice, and (v) any such additional documents or materials as Client may request in connection with the invoice and/or the compensation paid to MCG. Client shall pay the Monthly Fee set forth in the invoice for service properly performed and all expenses properly incurred by MCG and set forth in the invoice within thirty (30) days following Client's receipt of the invoice.

This contract shall last for one year from October 1, 2011, subject however to the earlier termination of this contract as provided for herein and subject to the annual appropriation and budgeting of funds by Client to make payments under this contract. If funds to make any payment or payments under this contract during the said term are not appropriated and budgeted by the Town, this contract shall terminate on the last day of the Client's fiscal period in which funds were appropriated and budgeted without penalty or expense to client of any kind whatsoever.

Either party may terminate this contract at any time and for any reason by giving to the other party at least 30 days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such

termination. In the event of termination, all finished or unfinished reports and other materials and items (whether kept electronically, in writing, or otherwise) prepared by MCG shall be and become the property of Client, and MCG shall promptly deliver such items to Client. MCG shall be paid for all work satisfactorily completed prior to the effective date of said termination.

If MCG, MCG's agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the Client, then Client shall have the right to terminate this contract effective immediately upon the Client giving written notice thereof to MCG. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. In the event of termination, all finished or unfinished reports and other materials and items (whether kept electronically, in writing, or otherwise) prepared by MCG shall be and become the property of the Client and MCG shall promptly deliver such items to the Client. MCG shall be paid for all work satisfactorily completed prior to the effective date of such termination.

In connection with this Agreement, MCG shall provide and maintain in full force and effect during the term of this Agreement:

- (i) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$500,000 each-occurrence each accident/\$500,000 by disease each-occurrence/\$500,000 by disease aggregate;
- (ii) Commercial general liability insurance at minimum combined single limits of \$1,000,000.00 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and contractual liability (covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement).
- (iii) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- (iv) Professional Liability coverage at minimum limits of \$1,000,000. This coverage must be maintained for at least two (2) years after the termination of this letter agreement. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of this agreement or any extensions or renewals thereof.

With reference to the foregoing insurance requirement, MCG shall specifically endorse applicable insurance policies as follows:

- (a) The Town of Addison shall be named as an additional insured with respect to General Liability and Automobile Liability.
- (b) All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

- (c) A waiver of subrogation in favor of the Town of Addison shall be contained in the Workers Compensation and all liability policies.
- (d) All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison of any material change in the insurance coverage.
- (e) All insurance policies shall be endorsed to the effect that the Town of Addison will receive at least sixty (60) days notice prior to cancellation or non-renewal of the insurance.
- (f) All insurance policies, which name the Town of Addison as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- (g) Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- (h) MCG may maintain reasonable and customary deductibles, subject to approval by the Town of Addison.
- (i) Insurance must be purchased from insurers that are financially acceptable to the Town of Addison.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance, satisfactory to Client, shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

- (a) Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- (b) Shall specifically set forth the notice-of-cancellation or termination provisions to the Town of Addison.

Upon request, MCG shall furnish the Town of Addison with certified copies of all insurance policies.

MCG AGREES TO AND SHALL DEFEND (TO THE EXTENT INSURANCE COVERAGE IS AVAILABLE), INDEMNIFY AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS, ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES (EACH AN "INDEMNITEE") FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, EXPENSES, FEES AND COSTS (INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES (TOGETHER, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH (A) MCG'S PERFORMANCE OF THIS AGREEMENT, (B) ANY BREACH OR DEFAULT IN THE PERFORMANCE OF MCG'S OBLIGATIONS UNDER THIS AGREEMENT, AND (C) WITHOUT LIMITING ANY OF THE FOREGOING, ANY ACT OR OMISSION OF MCG, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, AND SUBCONTRACTORS UNDER,

RELATED TO, OR IN CONNECTION WITH, THIS AGREEMENT (AND INCLUDING, WITHOUT LIMITATION, ANY CLAIM OR DAMAGES RELATING TO COPYRIGHT OR ANY OTHER INTELLECTUAL PROPERTY RIGHT), INCLUDING DAMAGES CAUSED BY THE INDEMNITEE'S OWN NEGLIGENCE, EXCEPT AS SPECIFICALLY LIMITED HEREIN.

With respect to MCG's indemnity obligation set forth above, MCG shall have no duty to indemnify an Indemnitee for any Damages caused by the sole negligence of the Indemnitee. If an Indemnitee suffers Damages arising out of or in connection with the performance of this Agreement that are caused by the concurrent negligence of both MCG and the Indemnitee, MCG's indemnity obligation will be limited to a fraction of the total Damages equivalent to MCG's own percentage of responsibility. With respect to MCG's duty to defend set forth herein in subsection, MCG shall have the duty, at its sole cost and expense, through counsel of its choice (subject to the Client's reasonable consent), to litigate, defend, settle or otherwise attempt to resolve any claim, lawsuit, cause of action, or judgment arising out of or in connection with this Agreement. In the event that MCG fails or refuses to provide a defense to any claim, lawsuit, judgment, or cause of action arising out of or in connection with this Agreement, the Client shall have the right to undertake the defense, compromise, or settlement of any such claim, lawsuit, judgment, or cause of action, through counsel of its own choice, on behalf of and for the account of, and at the risk of MCG, and MCG shall be obligated to pay the reasonable and necessary costs, expenses and attorneys' fees incurred by the Client in connection with handling the prosecution or defense and any appeal(s) related to such claim, lawsuit, judgment, or cause of action. The terms and provisions of this defense and indemnity set forth above shall survive the expiration or termination of this Agreement.

Client agrees to indemnify and hold harmless MCG from and against all losses which MCG may incur, based on information, representations, reports or data (together, "information") negligently furnished by Client in writing to MCG under this letter agreement, to the extent that (i) such information is accurately provided by MCG to the media and accurately disclosed by the media to the public, and (ii) the Client is legally liable for making such information available to the public; provided, however, that this indemnity and hold harmless is given by Client subject to and without waiving (i) any immunity available to Client, (ii) any tort limitation and any of its rights under, and the indemnity and hold harmless provided for herein is subject to and shall not exceed the monetary limitations of damages as set forth in, the Texas Tort Claims Act (Chapter 101, Tex. Civ. Prac. & Rem. Code, as amended) or any successor statute thereto, and (iii) any defenses afforded by law or otherwise; and further, in no event shall this indemnity and hold harmless apply to punitive or exemplary damages of whatever kind or nature.

MCG shall keep complete and accurate records for the services performed pursuant to this Contract and any records required by law or government regulation and shall make such records available to Town upon request. MCG shall assure the confidentiality of any records that are required by law to be so maintained. MCG shall prepare and forward such additional or supplementary records as Town may reasonably request.

Inasmuch as this contract is intended to secure the specialized services of MCG, MCG has no authority or power to and may not assign, transfer, delegate, subcontract or otherwise convey any interest herein without the prior written consent of Client, and any such assignment, transfer, delegation, subcontract or other conveyance without the Client's prior written consent shall be considered null and void.

Where the terms of this contract require that notice in writing be provided, such notice 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 Client:

5300 Belt Line Road
Dallas, Texas 75254
Attn: Chris Terry

To MCG:

6210 Campbell Road
Suite 200
Dallas, Texas 75248

No reports, information, documents, or other materials given to or prepared by MCG under this contract which Client requests to be kept confidential shall be made available to any individual or organization by MCG without the prior written approval of Client.

This letter agreement is entered into for the sole benefit of MCG and Client. Nothing in this letter agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof.

The reports, documents and materials prepared by MCG under this contract shall be the sole property of Client upon payment by Client to MCG for the fees earned under this contract in connection with the preparation and delivery of such reports, documents and materials.

If any clause, paragraph, section or portion of this contract shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the contract shall remain in full force and effect and the parties shall be deemed to have contracted as if said clause, section, paragraph or portion had not been in the contract initially.

Any rights and remedies either party may have with respect to the other arising out of the performance of services during the term of this contract shall survive the cancellation, expiration or termination of this contract. Obligations of either party hereunder arising prior to the termination or cancellation of this contract allocating responsibility or liability of or between Client and MCG shall survive the completion of this services hereunder and termination or cancellation of this contract.

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this contract on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

In the event of any action under this contract, venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Contract; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this contract.

MCG shall, during the entire term of the contract, be construed to be an independent contractor and nothing in this contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow the Town to exercise discretion or control over the professional manner in which MCG performs the services which are the subject matter of the contract; provided, however, that the services to be provided by MCG shall be provided in a manner consistent with the highest ethical standards and applicable laws and regulations governing such services.

This contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. MCG shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

Margulies Communications Group, Inc



David S. Margulies, President

Date: _____

Accepted and Approved:

Town of Addison

By: _____ (name and title)

Date: _____

Council Agenda Item: #R 2i

AGENDA CAPTION:

Approval of a contract with Shiroma Southwest in the amount of \$60,000 annually for public relations and media publicity.

FINANCIAL IMPACT:

Funding is established in the FY 2012 marketing and communications budget in the amount of \$60,000. The fee will be billed in 12 monthly increments of \$5,000.00.

BACKGROUND:

Shiroma Southwest provides public relations and media publicity for Addison special events.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Maintain and Enhance our Unique Culture

ATTACHMENTS:

Description:

[Shiroma 2012 contract](#)

Type:

Backup Material

_____, 2011

**LETTER OF AGREEMENT BETWEEN THE TOWN OF ADDISON
AND SOUTHWEST SPEAKERS BUREAU, INC., D.B.A. SHIROMA/SOUTHWEST, FOR
EVENT PUBLIC RELATIONS AND PUBLICITY**

This Letter confirms the agreement between the Town of Addison (Addison or the client) and Southwest Speakers Bureau, Inc., d.b.a., Shiroma/Southwest (the agency):

SERVICES:

A. Shiroma Southwest will develop and execute public relations and media publicity programs to promote the Town of Addison's events, as follows:

EVENTS ARE AS FOLLOWS:

Access Addison
Hot Chocolate Run
Out of the Loop Festival
WorldFest
Taste Addison
Summer Series
Kaboom Town!
Oktoberfest
Event Social Media

FEE: The fee for the Services provided by Shiroma Southwest for the above events is an annual fee in the amount of \$60,000.00, with fees allotted proportionately to each event, based on the amount of hours required. The fee will be billed in 12 monthly increments of \$5,000.00.

B. In addition to the Services provided by Shiroma Southwest as set forth in subsection A, above, Shiroma Southwest, upon the client's written request ("Client Request"), will also develop and/or execute public relations and media publicity programs to promote certain special projects and pilot programs for the Town of Addison, as follows (the scope and extent of the special projects and pilot programs for each to be determined by client):

SPECIAL PROJECTS AND PILOT PROGRAMS ARE AS FOLLOWS:

Fine Dining PR (enhance Addison's reputation for destination dining, support additional traffic for food segment purveyors that have taken the risk to provide an unusual and unique food experience, utilize non-traditional food media, social media, and the blogging environment to drive traffic and win wider audience shares for Addison's specialty and fine dining)

Retail support (execute pilot programs to raise awareness of Addison's unique specialty retail through the use of non-traditional mini-events and in-store activities to enhance Addison's reputation as a community to find one-of-a-kind holiday and anytime specialty retail)

FEES: Fees for the services provided by Shiroma Southwest for the above special projects and pilot programs will be determined by mutual agreement of Shiroma Southwest and client promptly upon issuance of the Client Request. However, in

the event Shiroma Southwest and client are unable to reach a mutual agreement regarding such fees, Shiroma Southwest shall not proceed with or perform any of the services described in this subsection, and Shiroma Southwest will not be paid for any such services or any expense reimbursement in connection therewith.

ADDENDUMS: If the client elects to continue a special project or pilot program beyond its conclusion date, an addendum will be drafted to cover additional agency services required.

EXPENSE REIMBURSEMENT:

Expenses will be billed monthly. Agency will provide the client with a budget of anticipated charges. Client agrees to provide any necessary collateral pieces, if possible, to reduce the need for additional expenses. Agency will be reimbursed for all expenses pertaining to the programs, which may include copies, long distance phone, faxes, postage, printing, messenger services, overnight deliveries, press kit materials and assembly, photo reproduction, print and electronic clipping services, etc. All outside purchases are made only under the authorization of the client and insomuch, the client agrees to accept full responsibility for all obligations and holds the agency harmless from all liability and payment of such charges as ordered under the client's authorization.

All amounts are due in Dallas, Dallas County, Texas. Balances that are more than sixty (60) days past due are subject to a finance charge of 1.33% per month (16% annually) or the current amount allowable by law.

This agreement is effective immediately upon signing and shall remain in effect through October 31, 2012, subject to the right of either party to terminate this Agreement upon giving the other party at least thirty (30) days notice of termination.

FOR TOWN OF ADDISON

**FOR SOUTHWEST SPEAKERS BUREAU, INC.
D.B.A. SHIROMA/SOUTHWEST**

BY: _____

BY: _____

ITS: _____

ITS: _____

DATE: _____

DATE: _____

Council Agenda Item: #R3

AGENDA CAPTION:

Consideration and discussion of approval of a resolution nominating Michael Hurtt to the Dallas Central Appraisal District Board of Directors.

FINANCIAL IMPACT:

n/a

BACKGROUND:

n/a

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Conduct the Business of the Town in a Fiscally Responsible Manner

ATTACHMENTS:

Description:

[DCAD Nomination Packet](#)

Type:

Backup Material



RECEIVED OCT 25 2011

Date: October 24, 2011

To: Todd Meier, Mayor, Town of Addison

From: W. Kenneth Nolan, Executive Director/Chief Appraiser

Re: Election of Suburban Cities' Representative to Dallas Central Appraisal District Board of Directors

In accordance with state law, the nomination process for persons to serve on the Dallas Central Appraisal District Board of Directors has been completed. By state law, your agency is required to vote by official ballot resolution, which is enclosed. **You must do so no later than December 15, 2011. If your entity chooses to abstain from voting, please notify me.**

The nominee is as follows. Also included are the names of the nominating cities.

Nominee	Entity(s) Nominating
Mr. Michael Hurtt	DeSoto, Sachse, Seagoville, Farmers Branch, Richardson
Mr. Paul Norman	Combine

Please act on this election process by official ballot resolution and return the ballot resolution to my office in the enclosed envelope by December 19, 2011. **The 1979 resolution adopted by the taxing units participating in Dallas Central Appraisal District, which governs board elections, requires that a candidate receive a majority of the votes in order to be elected to the Board of Directors. Therefore it is imperative that your taxing unit cast its vote before the December 15, 2011 deadline.**

We appreciate your interest in this very important process and look forward to receiving your vote.

WKN/kld

Enclosure (Official Ballot Resolution/Return Envelope)

cc: Ron Whitehead, City Manager
Lea Dunn, City Secretary
Katie Roller, Fin. Svcs. Supr

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF _____, DALLAS COUNTY, TEXAS, CASTING ITS VOTE FOR THE FOURTH MEMBER OF THE BOARD OF DIRECTORS OF THE DALLAS CENTRAL APPRAISAL DISTRICT.

WHEREAS, Dallas County eligible taxing entities have expressed and approved an option which allows for representation to the Appraisal District Board of Directors (in accordance with Section 6.03 of the Texas Property Tax Code) as follows:

1. The City of Dallas shall appoint one (1) member to the Board.
2. The Dallas Independent School District shall appoint one (1) member to the Board.
3. The Dallas County Commissioners Court shall appoint one (1) member to the Board. The member appointed by the Dallas County Commissioners Court shall not be a resident of either the City of Dallas or the Dallas Independent School District.
4. Each of the incorporated cities and towns, except for the City of Dallas, shall have the right to nominate by an official resolution one (1) candidate as the fourth member of the Board of Directors. The said cities and towns shall, from the nominations received, elect by a majority vote, with each city and town being entitled to one (1) vote, the fourth member of the Board of Directors.
5. Each of the independent school districts, except for the Dallas Independent School District, shall have the right to nominate by an official resolution one (1) candidate as the fifth member of the Board of Directors. The said independent school districts shall, from the nominations received, elect by a majority vote, with each independent school district being entitled to one (1) vote, the fifth member of the Board of Directors.

The votes required for election to the Board of Directors in 4 and 5 hereof shall be by a majority of those authorized to vote in 4 and 5 respectively and not by a majority of the quorum, and

WHEREAS, the City of _____ does hereby cast its vote by marking the ballot below:
(Check one only)

Michael Hurtt

Paul Norman

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of _____ does hereby confirm its one (1) vote for the election of _____ as the suburban cities' representative to the Board of Directors of the Dallas Central Appraisal District.

PASSED AND APPROVED, this the _____ day of _____, 2011

MAYOR

ATTEST:

CITY SECRETARY

SEAL:

Michael Hurtt

Michael Hurtt came to Dallas from Casper, Wyoming in 1971. Graduated from Mortuary Science College, and has been in this area ever since. He was elected to the DeSoto City Council in May of 1998, and served as Mayor Pro Tem those three years. He was elected Mayor in 2001, and again in 2004. He was the seated Mayor when DeSoto was recognized for the ALL AMERICA CITY Award in 2006. He has served as council liaison to the DeSoto Economic Development Corporation, the Arts Commission, and Keep DeSoto Beautiful, a commission he founded in DeSoto. He also served on the North Texas Commission Board of Directors. Recently the 31 suburban cities elected him to the Dallas County Appraisal District Board of Directors for a second two year term. He also serves as Vice-Chairman of the DeSoto Economic Development Corporation. Mr. Hurtt was recently appointed to the Advisory Board for Methodist Charlton Hospital for a three year term.

Mr. Hurtt was a member of the executive board of directors of the Dallas Zoological Society. He also served on Tex-21, the U.S. Conference of Mayors, and the National League of Cities. He was vice president of the Medical Center of Lancaster Hospital Board of Directors, and served on the board of Compass Hospital. In the past, Mr. Hurtt has served on the DeSoto Park Board, Strategy 2000, and the Charter Review Committee. He was also the chairman of the DeSoto Chamber of Commerce and the Best Southwest Chamber Partnership, past president of the DeSoto Rotary Club and the North Texas Funeral Directors Association.

Mr. Hurtt and his wife Marilyn have lived in DeSoto since 1988 and have two grandchildren. He is the owner of West/Hurtt Funeral Home in DeSoto since 1988.

Council Agenda Item: #R4

AGENDA CAPTION:

Presentation and consideration of approval amending the Town's Code of Ordinances by amending Article V (Drought Contingency Plan) of Chapter 34 (Environment).

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

Staff recommends approval

COUNCIL GOALS:

Mindful Stewardship of Town Resources

ATTACHMENTS:

Description:

[Revised Ordinance](#)

Type:

Backup Material

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING ARTICLE V (DROUGHT CONTINGENCY PLAN) OF CHAPTER 34 (ENVIRONMENT) OF THE CODE AS SET FORTH HEREIN; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the recent drought conditions occurring in the Dallas-Fort Worth metroplex and throughout the State of Texas, along with plans of the City of Dallas to make certain enhancements and improvements to its water supply system of which the Town of Addison, Texas ("City") is a wholesale customer, have cause the City to evaluate changes to its drought contingency plan; and

WHEREAS, the changes to the City's drought contingency plan as set forth herein are adopted to protect the public health, safety and welfare and are in the best interests of the City and its citizens.

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

Section 1. Amendment. The Code of Ordinances ("Code") of the Town of Addison, Texas ("City") is hereby amended by amending Article V, Drought Contingency Plan, of Chapter 34, Environment, of the Code to read as set forth in Exhibit A attached to this Ordinance and incorporated herein for all purposes (additions are underlined; deletions are ~~struck-through~~).

Section 2. Savings; Repealer. This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance. Provided, however, that the repeal of such ordinances or parts of such ordinances, and the amendments and changes made by this Ordinance, shall not affect any right, property or claim which was or is vested in the City, or any act done, or right accruing or accrued, or established, or any suit, action or proceeding had or commenced before the time when this Ordinance shall take effect; nor shall said repeals, amendments or changes affect any offense committed, or any penalty or forfeiture incurred, or any suit or prosecution pending at the time when this Ordinance shall take effect under any of the ordinances or sections thereof so repealed, amended or changed; and to that extent and for that purpose the provisions of such ordinances or parts of such ordinances shall be deemed to remain and continue in full force and effect.

Section 3. Severability. The provisions of this Ordinance, including the provisions added to the Code by Section 1 of this Ordinance, are severable, and if any section or provision of this Ordinance or the application of any section or provision to any person, firm, corporation, entity, situation or circumstance is for any reason adjudged invalid or held unconstitutional by a court of competent jurisdiction, the same shall not affect the validity of any other section or

provision of this Ordinance or the application of any other section or provision to any other person, firm, corporation, entity, situation or circumstance, and the City Council declares that it would have adopted the valid portions of this Ordinance adopted herein without the invalid or unconstitutional parts and to this end the provisions of this Ordinance adopted herein shall remain in full force and effect.

Section 4. Incorporation of Recitals. The above and foregoing recitals are true and correct and are incorporated into this Ordinance and made a part hereof for all purposes.

Section 5. Effective Date. This Ordinance shall become effective from and after its 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

**EXHIBIT A
TO ORDINANCE NO. _____**

ARTICLE V. - DROUGHT CONTINGENCY PLAN

Section 34-171. - Non-essential water uses.

Water uses regulated or prohibited under this article (hereinafter referred to as the “Drought Contingency Plan” or the “Plan”) are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in section 34-179 of this plan.

Section 34-172. - Public education and notification.

(a) The city, by and through its department of public works, shall periodically provide the public with information about the plan, including information about the conditions under which each stage of the plan is to be initiated or terminated and the drought response measures to be implemented in each stage.

(b) When drought contingency measures appear to be necessary, the public will be notified through available news media, and additional information on water conservation methods will be distributed. In the event that a trigger condition is reached, the public will be kept fully informed of the status of the drought condition through all available media.

(c) When a trigger condition has been reached and/or the City of Dallas Water Utilities Department informs the town that drought contingency measures may be necessary, the city manager of the town or the city manager’s designee (for purposes of this article, “city manager”) ~~duly appointed representative~~ will order the initiation of a public notification process. The public notification process will include, but is not limited to the following:

(1) A notice of drought condition will be posted at town hall, the post office, recreation center, and major supermarkets, ~~and shopping centers~~.

(2) The notice will be circulated to local newspapers and radio stations via public service announcement. Information regarding the contingency measures for the drought condition will be mailed to all water customers by means of utility bill inserts and posted on the town's web page.

Section 34-173. - Coordination with regional water planning groups.

The service area of the city is located within Texas Commission on Environmental Quality (“TCEQ”) Region C and the Town of Addison, Texas (“town” or “city”) has provided a copy of this plan to the TCEQ, City of Dallas, and State Planning Region.

Section 34-174. - Authorization.

The city manager, ~~or his/her designee~~, is hereby authorized and directed to implement the applicable provisions of the plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The city manager ~~or his/her designee~~, shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this plan.

*

Sec. 34-175. - Application.

The provisions of this plan shall apply to all persons, customers, and property using water provided by the city. The terms “person” and “customer” as used in the plan include individuals, corporations, partnerships, associations, and all other legal entities.

Sec. 34-176. - Definitions.

For the purposes of this plan, the following definitions shall apply:

Aesthetic water use means water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial and institutional water use means water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels, and motels, restaurants, and office buildings.

Conservation means those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer means any person, company, or organization using water supplied by the city.

Domestic water use means water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Even number address means servicestreet addresses on the utility account, ~~box numbers, or rural postal route numbers~~ ending in 0, 2, 4, 6, or 8 and locations without addresses.

Industrial water use means the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use means water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Non-essential water use means water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:

- (1) Irrigation of landscape areas, including parks, athletic fields, and golf courses, except as otherwise provided under this plan;

- (2) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- (3) Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (4) Use of water to wash down buildings or structures for purposes other than immediate fire protection;
- (5) Flushing gutters or permitting water to run or accumulate in any gutter or street;
- (6) Use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;
- (7) Use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
- (8) Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- (9) Use of water from hydrants for construction purposes or any other purposes other than fire fighting.

Odd numbered address means servicestreet addresses on the utility account, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

Sec. 34-177. - Triggering criteria for initiation and termination of drought response stages.

The city purchases 100 percent of its potable water from the City of Dallas. Therefore, the emergency water management triggering measures will be the same as those of the City of Dallas. Also, triggering criteria may be initiated as a result of short term deficiencies and or emergencies specific to the Town of Addison.

Following are the triggering criteria for initiation and termination of drought response stages:

Stage 1: ~~Water Awareness~~

Triggering criteria: Total raw water supply in connected lakes drops below ~~6555~~ percent of total conservation storage, demand exceeds ~~8590~~ percent of deliverable capacity for ~~four~~three consecutive days, ~~or~~ short term deficiencies in distribution system limit supply capability, or natural or man-made contamination of the water supply source(s) occurs.

Below are examples of the types of triggering criteria that might be used in a drought contingency plan. One or a combination of such criteria may be defined for each drought response stage:

Example 1: When, pursuant to requirements specified in the city wholesale water purchase contract with the City of Dallas, notification is received requesting initiation of Stage 1 of the drought contingency plan.

Example 2: Continually falling treated water reservoir levels which do not refill above ~~60~~50 percent overnight (e.g., based on an evaluation of minimum treated water storage required to avoid system outage).

Goal for use reduction and action available under Stage 1

The goal for water use reduction under Stage 1 is a five percent voluntary reduction in water use that would have occurred in the absence of drought contingency measures. ~~Stage 1, Awareness, is intended to raise public awareness of potential drought problems. There is no goal for reduction of water use. The city manager or the official designee may order the implementation of any of the actions listed below, as deemed necessary:~~

- ~~The city manager or designee~~ requests voluntary reductions in water use.
- Prohibit residential or commercial lawn watering and car washing between the hours of 9:00 a.m. and 8:00 p.m.
- Accelerate public information efforts to teach and encourage reduced water use.
- Staff will begin a review of the problems which initiated the Stage 1 actions.
- Intensify efforts on leak detection and repair.
- Notify major water users and work with them to achieve voluntary water use reduction.
- Reduce city government use of water for street washing, vehicle washing, operation of ornamental fountains and all other nonessential use.
- Request a reduction in landscape watering by city government.

Termination criteria: All initiated actions will remain in effect until the conditions which triggered Stage 1 have been alleviated and would be unlikely to recur upon termination. If Stage 1 is initiated because of excessive demands, all initiated actions will remain in effect ~~through September 30 of the year in which they were triggered, or until the city manager or the director of Dallas Water Utilities determines that these measures are no longer required.~~

~~Stage 2: Water Watch~~

Triggering criteria: Total raw water supply in connected lakes drops below ~~55~~50 percent of total conservation storage or demand exceeds ~~90~~95 percent of deliverable capacity for ~~three~~two consecutive days, or short term deficiencies in distribution system limit supply capability, or natural or man-made contamination of the water supply source(s) occurs. Stage 2 actions will not ordinarily be taken until Stage 1 actions have first been implemented.

Goals for reduction and actions available under Stage 2, ~~water watch~~.

The goal for water use reduction under Stage 2, ~~water watch~~, is a fifteen percent reduction in the use that would have occurred in the absence of drought contingency measures. All requirements implemented under Stage 1 shall remain in effect during Stage 2, and tThe city manager ~~or the official designee~~ may order the implementation of any of the actions listed below, as deemed necessary:

- ~~• Continue public information efforts regarding water supply conditions and conservation efforts.~~
 - ~~• Begin mandatory water use restrictions as follows:~~
 - Prohibit hosing off of paved areas, buildings or windows; operation of swimming pool draining followed by refilling, washing or rinsing vehicles by hose; using water in such a manner as to allow runoff or other water wastes.
- Exceptions:* Vehicles may be washed or rinsed with a hose at commercial car washes; vehicles may be washed at any location with a bucket or other container.
- Limit landscape watering at each service address to two days per week based on the last digit of the address per the schedule below.

Last Digit of Address	Allowed Water <u>Days</u> <u>Dates</u>
<u>Odd Numbered Address</u> 0 and 5	<u>Tuesday and Saturday</u> 5th, 10th, 15th, 20th, 25th, 30th
<u>Even Number Address</u> 1 and 6	<u>Wednesday and Sunday</u> 1st, 6th, 11th, 16th, 21st, 26th
2 and 7	2nd, 7th, 12th, 17th, 22nd, 27th
3 and 8	3rd, 8th, 13th, 18th, 23rd, 28th
4 and 9	4th, 9th, 14th, 19th, 24th, 29th

~~No watering will be allowed on the 31st.~~ Apartments, office building complexes or other property containing multiple addresses will be identified by the lowest address number.

Where there are no numbers, a number will be assigned by the city manager~~director~~. These restrictions also apply to government facilities.

Exceptions: Foundations and new plantings (first year) of trees and shrubs may be watered with a hand-held or soaker hose on any day for up to two hours; nurseries may water plant stock only without restrictions; public gardens may water twice

per week on Mondays and Fridays.

Enforcement: Violations of restrictions will result in a warning, and then a citation may be issued with a fine not to exceed \$2,000.00 per incident.

Termination criteria: All initiated actions will remain in effect until the conditions which triggered Stage 2 have been alleviated and would be unlikely to recur upon termination. If Stage 2 is initiated because of excessive demands, all initiated actions will remain in effect ~~through September 30 of the year in which they were triggered, or~~ until the city manager or the director of Dallas Water Utilities determines that conditions exist which will allow removal of Stage 2 actions.

Stage 3: ~~Water Warning~~

Triggering criteria: Total raw water supply in connected lakes drops below ~~45~~35 percent of total conservation storage, ~~or~~ demand exceeds 95 percent of deliverable capacity for two consecutive days, short term deficiencies in distribution system limit supply capability, or natural or man-made contamination of the water supply source(s) occurs. Stage 3 actions will not ordinarily be taken until Stage 2 actions have first been implemented.

Goals for reduction and actions available under Stage 3, ~~water warning~~.

The goal for water use reduction under Stage 3, ~~water warning~~, is a 20 percent reduction in the use that would have occurred in the absence of drought contingency measures. All requirements implemented in Stages 1 and 2 shall remain in effect, and ~~t~~The city manager ~~or the official designee~~ may order the implementation of any of the actions listed below, as deemed necessary:

- ~~• Implement and recommend engineering alternatives.~~
- ~~• Continue implementation of all restrictions from previous stages.~~
- Commercial and residential landscape watering will be limited to foundations, shrubs, and trees, which may be watered with soaker or hand-held hose on the same two days per week ~~five day rotational~~ basis set forth in the schedule in Stage 2 above ~~and landscapes~~ for up to two hours.
- Public gardens may water on the same two days per week basis set forth in the schedule in Stage 2 above
- Nurseries may water plant stock only between the hours of 9:00 p.m. and 9:00 a.m.
- Prohibit operations of ornamental fountains, except where necessary to support aquatic life or where equipped with a recirculation system.

Enforcement: Violations of restrictions will result in a warning, and then a citation may be issued with a fine not to exceed \$2,000.00 per incident.

Termination criteria: All initiated actions will remain in effect until the conditions which triggered Stage 3 have been alleviated and would be unlikely to recur upon termination. If Stage 3 is initiated because of excessive demands, all initiated actions will remain in effect ~~through September 30 of the year in which they were triggered, or until the city manager or the director of Dallas Water Utilities determines that conditions exist which will allow removal of Stage 3 actions.~~

Stage 4: ~~Water Emergency~~

Triggering criteria: Total raw water supply in connected lakes drops below ~~3020~~ percent of total conservation storage, ~~or demand exceeds 98100~~ percent of deliverable capacity for ~~one two consecutive days~~, short term deficiencies in distribution system limit supply capability, or natural or man-made contamination of the water supply source(s) occurs. Stage 4 actions will not ordinarily be taken until Stage 3 actions have first been implemented.

Goals for reduction and actions available under Stage 4, ~~water emergency:~~

The goal for water use reduction under Stage 4, ~~water emergency~~, is a 25 percent reduction in the use that would have occurred in the absence of drought contingency measures. If circumstances warrant or if required by Dallas Water Utilities (“DWU”), city manager ~~or the official designee~~ can set a goal for a greater water use reduction.

The city manager ~~or the official designee~~ must implement any action(s) required by DWU. In addition, the city manager ~~or the official designee~~ may order the implementation of any of the actions listed below, as deemed necessary. All requirements implemented in Stages 1, 2 and 3 shall remain in effect during Stage 4. Measures described as “requires notification to TCEQ” impose mandatory requirements on customers. The supplier must notify TCEQ within five business days if these measures are implemented:

- ~~• Continue implementation of all restrictions from previous stages.~~
- Prohibit all commercial and residential landscape watering with the following exceptions:
 - Nurseries' plant stock may be watered between the hours of 9:00 p.m. and 9:00 a.m. two days per week, ~~once every five days~~ based on the last digit of their address per the schedule in Stage 2.
 - Public gardens may water foundations, shrubs and trees between the hours of 9:00 p.m. and 9:00 a.m. two days per week, ~~once every five days~~ based on the last digit of their address per the schedule in Stage 2.
 - Foundations may be watered for a two-hour period between the hours of 9:00 p.m. and 9:00 a.m. with a soaker or hand-held hose on the two day per week ~~five day rotational~~ basis prescribed for landscape watering in Stage 2.

- Any and all washing of vehicles is prohibited.
- All commercial water users may be required to reduce water consumption by a percentage determined by the city manager~~director~~.

Enforcement: Violations of restrictions will result in a warning, and then a citation may be issued with a fine not to exceed \$2,000.00 per incident.

Termination criteria: All initiated actions will remain in effect until the conditions which triggered Stage 4 have been alleviated and are unlikely to recur upon termination. If Stage 4 is initiated because of excessive demands, all initiated actions will remain in effect ~~through September 30 of the year in which they were triggered, or until the city manager or the director of Dallas Water Utilities determines that conditions exist which will allow removal of Stage 4 actions.~~

~~Stage 5: Emergency Water Shortage~~

(a) *System outage due to major water system components—Triggering criteria:* A system outage to one of the town's two water pump stations, which are located at each end of town. In the event of such outage, the second pump station will be used. In addition, the Town of Addison has four City of Dallas emergency stand-by meters connected to the town's distribution system that can be used to supplement the town's supply after notification to the City of Dallas.

Goals for reduction and actions available under Stage 5, ~~emergency water shortage:~~

The goal for water use reduction under Stage 5, ~~emergency water shortage~~, is a reduction to prevent public health emergencies that would have occurred in the absence of drought contingency measures. If circumstances warrant or if required by Dallas Water Utilities (“DWU”), city manager ~~or the official designee~~ can set a goal for a greater water use reduction.

The city manager ~~or the official designee~~ must implement any action(s) required by DWU. In addition, the city manager ~~or the official designee~~ may order the implementation of any of the actions listed below, or other actions not included, as deemed necessary. Measures described as “requires notification to TCEQ” impose mandatory requirements on member cities and customers. The supplier must notify TCEQ within five business days if these measures are implemented:

- Initiate or continue implementation of all restrictions from previous stages as directed by the city manager ~~or his designee~~.
- Prohibit all commercial and residential landscape watering. All commercial water users will be required to reduce water consumption by a percentage determined by the city manager ~~or his designee~~.

(b) *Supply source contamination special precautions—Triggering criteria:* Water system contamination caused by low distribution pressures (below 20 psi), repeated unacceptable microbiological samples, or failure to maintain adequate chlorine residuals. In the event of such contamination, the affected area shall be isolated from the

distribution system immediately and special precautions shall be taken in accordance with subsection (q), "Special Precautions," of Section 290.46, "Minimum Acceptable Operating Practices for Public Drinking Water Systems," of Subchapter D, "Rules and Regulations for Public Water Systems," of Chapter 290, "Public Drinking Water," of Part 1, "Texas Commission on Environmental Quality," of Title 30, "Environmental Quality," of the Texas Administrative Code, in its current form and as it may hereafter be amended.

Water customers in the affected area shall be notified immediately with a "boil water notice" and a letter explaining the situation and containing recommendations to the water customer regarding the use of bottled water. The "Flow chart" contained in Appendix H of Section 290.47, "Appendices," of Subchapter D, "Rules and Regulations for Public Water Systems," of Chapter 290, "Public Drinking Water, of Part 1, "Texas Commission on Environmental Quality," of Title 30, "Environmental Quality," of the Texas Administrative Code, in its current form and as it may hereafter be amended, shall be used to evaluate the response measures necessary to correct the condition.

Actions available (applied to all affected customers).

- Hand deliver boil water notice to all water customers affected.
- Prohibit all water usage for human consumption for 24 to 36 hours, as determined by the city manager ~~or his designee~~.

Enforcement: Violations of restrictions will result in a warning, and then a citation may be issued with a fine not to exceed \$2,000.00 per incident.

Termination criteria: All initiated actions will remain in effect until the conditions which triggered Stage 5 have been alleviated. If Stage 5 is initiated because of water supply contamination, all initiated actions will remain in effect until the city manager ~~or his designee~~ determines that conditions exist which will allow removal of Stage 5 actions.

Sec. 34-178. - Variances.

(a) *Temporary variances.* The city manager (~~designated official~~), ~~or his/her designee~~, may, in writing, grant temporary variance for existing water uses otherwise prohibited under this plan if it is determined that failure to grant such a variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

- (1) Compliance with this plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the plan is in effect.
- (2) Alternative methods can be implemented which will achieve the same level of reduction in water use.

(b) *Exemptions.* Persons requesting an exemption from the provisions of this article shall file a petition for a variance with the city within 5 days after the plan or a particular drought response

stage has been invoked. All petitions for variances shall be reviewed by the city manager, ~~or his/her designee~~, and shall include the following:

- (1) Name and address of the petitioner(s).
- (2) Purpose of water use.
- (3) Specific provision(s) of the plan from which the petitioner is requesting relief.
- (4) Detailed statement as to how the specific provision of the plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this article.
- (5) Description of the relief requested.
- (6) Period of time for which the variance is sought.
- (7) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this plan and the compliance date.
- (8) Other pertinent information as may be required by the city manager ~~or his designee~~.

(c) *Special conditions.* Variances granted by the city manager ~~or his designee~~ shall be subject to the following conditions, unless waived or modified by the city manager ~~(designated official)~~ ~~or his/her designee~~:

- Variances granted shall include a timetable for compliance.
- Variances granted shall expire when the plan is no longer in effect, unless the petitioner has failed to meet specified requirements.

No variance shall be retroactive or otherwise justify any violation of the plan occurring prior to the issuance of the variance.

Sec. 34-179. - Penalty.

It shall be unlawful for any person to violate any provision of this article, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount not more than \$2,000.00, and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

Council Agenda Item: #R5

AGENDA CAPTION:

Presentation, discussion and consideration of approval of an ordinance providing for increased prior and current service annuities for retirees and beneficiaries of deceased retirees of the Town of Addison, and establishing an effective date for the ordinance.

FINANCIAL IMPACT:

Item is included as part of budget.

BACKGROUND:

Prior to 2008, cost of living increases or COLA's were on a repeating cycle which meant that each year an eligible retiree or beneficiary of a deceased retiree would receive an automatic cost of living increase; if applicable (increase based on Consumer Price Index (CPI)).

However, in 2007 the Texas Municipal Retirement System (TMRS) changed the way in which they projected the cost of this repeating benefit for its member cities and the cost for the Town to offer this benefit to its retirees increased dramatically.

Therefore, in 2008 through Council adoption of an ordinance, Council elected to 'turn off ' this automatic/repeating benefit and adopted an ad hoc COLA for the Town's retirees.

Since that time, Council has continued to adopt through ordinance each year a one time cost of living increase for the Town's retirees and the beneficiaries of retirees. This method has allowed the Town to continue to provide this benefit to its retirees while ensuring we are being fiscally responsible by keeping our TMRS rate low. In addition, for the upcoming legislative year, the Town plans to lead a discussion with other City Managers, various stakeholders and TMRS to seek other solutions for providing this benefit on an going basis in a sustainable way.

RECOMMENDATION:

Staff recommends approval (cost of living adjustment for eligible retirees is approximately 1%).

COUNCIL GOALS:

Mindful Stewardship of Town Resources, Create Raving Fans of the "Addison Way", Maintain and Enhance our Unique Culture, Provide Superior Public Safety, Customer Service, Social and Health Services to the Community, Conduct the Business of the Town in a Fiscally Responsible Manner, Employ High-Quality, Service-Oriented Personnel

ATTACHMENTS:

Description:

[tmrs letter](#)

[COLA Ordinance](#)

Type:

Cover Memo

Backup Material



November 1, 2011

Via E-Mail

Ms. Passion Hayes
Director of Human Resources
Town of Addison
P.O. Box 9010
Addison, TX 75001-9010

Dear Passion:

We are pleased to enclose a model ordinance for your city to adopt:

70% CPI Increases to Annuitants

This provision allows for annuity increases for your city's retirees and is based on a percentage of the Consumer Price Index (inflation index).

With the adoption of this additional benefit your city's full contribution for 2012 will be **11.18%**.

We will appreciate receiving a copy of this ordinance as soon as possible after its adoption.

Please feel free to contact me at 1-800-924-8677 if you need additional information or assistance.

Sincerely,

Eric W. Davis
Executive Director



Plan Change Study

00007 Addison

Proposed Plans

GRID 2012

For Informational Purposes Only
 Effective Date - January 1, 2012
 Report Date - November 1, 2011

Plan Provisions	Current	1
Deposit Rate	7.00%	7.00%
Matching Ratio	2 to 1	2 to 1
Updated Service Credit	100% (Repeating)	100% (Repeating)
Transfer USC **	Yes	Yes
Annuity Increase	0%	70% ✓
20 Year/Any Age Ret.	Yes	Yes
Vesting	5 years	5 years
Contribution Rates	2012	2012
Normal Cost Rate	9.56%	9.56%
Prior Service Rate	1.27%	1.46%
Retirement Rate	10.83%	11.02%
Supplemental Death Rate	0.16% (A & R)	0.16% (A & R)
Total Rate	10.99%	11.18%
Unfunded Actuarial Liability	\$3,127,421	\$3,414,478
Amortization Period	30 years	30 years
Funded Ratio	96.4%	96.1%
Phase-In Total Rate	N/A	N/A
Study exceeds 15.50% stat max	No	No

**This is the addition to the Initial Prior Service Rate for USC for transfers. There were 37 eligible transfer employees on the valuation date.

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS PROVIDING FOR INCREASED PRIOR AND CURRENT SERVICE ANNUITIES UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM FOR RETIREES AND BENEFICIARIES OF DECEASED RETIREES OF THE TOWN OF ADDISON, AND ESTABLISHING AN EFFECTIVE DATE FOR THE ORDINANCE.

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

Section 1. Increase in Retirement Annuities.

(a) On the terms and conditions set out in Section 854.203 of Subtitle G of Title 8, Government Code, as amended (the "TMRS Act"), the Town of Addison, Texas (the "City") hereby elects to allow and to provide for payment of the increases below stated in monthly benefits payable by the Texas Municipal Retirement System (the "System") to retired employees and to beneficiaries of deceased employees of the City under current service annuities and prior service annuities arising from service by such employees to the City. An annuity increased under this section replaces any annuity or increased annuity previously granted to the same person.

(b) The amount of the annuity increase under this section is computed as the sum of the prior service and current service annuities on the effective date of retirement of the person on whose service the annuities are based, multiplied by **70%** of the percentage change in Consumer Price Index for All Urban Consumers, from December of the year immediately preceding the effective date of the person's retirement to the December that is 13 months before the effective date of the increase under this Section.

(c) An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.

(d) If a computation hereunder does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed hereunder.

(e) The amount by which an increase under this Section exceeds all previously granted increases to an annuitant is an obligation of the City and of its account in the Benefit Accumulation Fund of the System.

Section 2. Effective Date. Subject to approval by the Board of Trustees of the System, this Ordinance shall be and become effective on the 1st day of January 2012.

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

Council Agenda Item: #R6

AGENDA CAPTION:

Presentation, discussion and consideration of approval to authorize the City Manager to enter into an agreement between the Town and RCC Consultants Inc. to complete Phase II of the replacement process of the Public Safety Radio System on behalf of Addison, Carrollton, Farmers Branch and Coppell (Metrocrest Quad Cities).

FINANCIAL IMPACT:

The total cost of the project is \$229,548. As was done in Phase I RCC will bill Addison for the work performed in all four cities. Addison will then bill Carrollton, Farmers Branch and Coppell for their shares of the project costs. Total cost to Addison for our share of the project is \$57,387. A total of \$75,000 was included in the Fiscal Year 11/12 budget.

BACKGROUND:

Phase I of the radio upgrade/replacement process was completed last fiscal year. The study showed that the best option for the Metrocrest Quad Cities is to replace the existing shared analog radio system with a digital radio system.

The scope of work will include: the development of an RFP, release of RFP to vendors, respond to vendor questions, development of evaluation methodology to evaluate vendors proposals, evaluation of vendors proposals and assisting the Metrocrest Quad Cities in contract negotiations with the selected vendor.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

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

ATTACHMENTS:

Description:

[Amendment](#)

Type:

Cover Memo

FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT

This First Amendment to Consultant Services Agreement (“First Amendment”), dated as of October ___, 2011, is by and between the **Town of Addison, Texas** (“Addison”) and **RCC Consultants, Inc.** (“RCC”) (Addison and RCC are sometimes referred to herein together as the “parties”).

WITNESSETH:

WHEREAS, Addison and RCC are parties to that certain Consultant Services Agreement, dated as of August 5, 2010 (the “Agreement,” a true and correct copy of which is on file in the office of the Addison Chief of Police); and

WHEREAS, Addison has a need for additional services from RCC and both parties desire to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the parties hereto agree as follows:

- (1) In addition to the Scope of Work performed by RCC pursuant to Article I of the Agreement, RCC shall perform the services identified in Attachment 1 hereto as Phase II (Development of Specifications and Vendor Selection) (the “Additional Services”) pursuant to and in accordance with the terms, conditions and provision of the Agreement. For purposes of the performance by RCC of the Additional Services, the reference in the Agreement to “Services” shall include the Additional Services.
- (2) Addison shall pay RCC for the Additional Services the amount set forth in Attachment 1 hereto. All payments shall be in accordance with the invoice and payment process, and other matters regarding payment, set forth in the Agreement.
- (3) The performance of the Additional Services shall commence as soon as practicable after the execution and delivery of this First Amendment by both parties and, subject to the provisions of Article VI of the Agreement, shall be completed upon delivery by RCC of the materials and reports required to provide the Additional Services and payment to RCC by Addison of the total sum specified in Attachment 1 hereto.

The above and foregoing recitals are true and correct and are incorporated herein and made a part of this First Amendment for all purposes.

EXCEPT AS MODIFIED HEREIN, ALL THE TERMS, COVENANTS AND CONDITIONS CONTAINED IN THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT AND APPLY FOR ALL PURPOSES TO THE ADDITIONAL SERVICES AND THE PROVISION THEREOF AND WORK THEREON BY RCC, AND THE AGREEMENT, AS HEREBY AMENDED, IS RATIFIED AND CONFIRMED.

The person executing this First Amendment on behalf of RCC is an authorized representative of RCC and has been authorized by RCC to execute this First Amendment. The person executing this First Amendment on behalf of Addison is an authorized representative of Addison and has been authorized by Addison to execute this First Amendment.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives as of the date first written above.

TOWN OF ADDISON

RCC CONSULTANTS, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Section**1****Our Understanding****Section 1—Our Understanding**

For the past eighteen months, RCC has been assisting the “Metrocrest” consisting of the Town of Addison and Cities of Carrollton and Farmers Branch. In Phase I, the City of Coppell joined the Metrocrest project involving replacement of the aging 800 MHz trunked radio system currently shared by Carrollton, Addison, and Farmers Branch. In Phase II of the radio project, Coppell will be a participant in the development of a new shared P25 800 MHz trunked radio system.

At the onset of the project, RCC’s developed a project approach that was designed to provide consulting and engineering assistance from project initiation through implementation of the new P25 trunked radio system. RCC’s project workplan was segmented into three project phases. Each phase is followed by a logical breakpoint, which allows for appropriate management review and approval before continuing with the next phase.

The three phases include the following:

Phase I - Needs Assessment & Master Plan (Has Been Fully Completed)

Assessing the radio communications needs and requirements and translating those needs into an implementation strategy. This included a Needs Assessment, development of conceptual system alternatives, budgetary cost estimates, and Master Plan for replacement of the existing trunked radio system.

Phase II – Development of Specifications & Vendor Selection

Development of a detailed system configuration, specification development, Requests for Proposals, proposal solicitation, vendor proposal evaluations, and contract negotiation assistance.

Phase III - Project Implementation Management & Acceptance Testing

Implementation assistance for equipment installation, system testing, performance evaluation, and final system acceptance.

Phase I of the radio project has been successfully completed. The purpose of this scope of work is to address Phase II of the radio project. RCC understands that the Metrocrest/Coppell will be using another firm to address the Phase II dispatch consolidation issues. Accordingly, we have included a new project task called Task 8 – Coordination with Dispatch Consolidation Vendor. For this new task, we have included an estimate of 80 hours of time to discuss and coordinate issues with whomever the Metrocrest/Coppell team selects for Phase II of the Dispatch Consolidation portion of the project.

Based on recent input from the radio system providers, it appears likely that three vendors will be submitting proposals in response to the RFP which will be good for the Metrocrest and Coppell. Accordingly, in Task 4 we have added time to conduct a review of a third proposal. The original draft Phase II scope we provided a few months ago only included evaluating two vendor proposals.

As requested, for RFP development, RCC has also incorporated options to address both a single consolidated dispatch center and / or the four existing dispatch centers currently in operation. This is discussed in more detail in the Project Objectives section that follows.

Project Objectives

The objectives of Phase II project are as follows:

- Finalize the trunked radio system requirements that will be used to develop a competitive Request for Proposals (RFP)
- Develop the radio system RFP for release to the vendor community. The RFP will be developed to accommodate either a consolidated dispatch approach or a non-consolidated approach
- Assist the Metrocrest/Coppell team in conducting a proposers conference to answer vendor questions and clarify RFP information
- Assist the Metrocrest/Coppell team in developing a thorough and objective proposal evaluation methodology for use in evaluating the vendor proposals
- Evaluate the vendor proposals received in response to the RFP
- Assist the Metrocrest/Coppell team in conducting vendor oral presentations as part of proposal evaluations
- Finalize the proposal evaluations and meet with the Metrocrest/Coppell team to discuss the results, and
- Assist the Metrocrest/Coppell in negotiating a contract with the selected vendor

The Town of Addison has requested a contract amendment and statement of work for Phase II as described in the RCC Radio System Assessment of September 2011 to provide procurement specifications, proposal evaluations and vendor selection for a new radio system for the Metrocrest and Coppell. The base procurement specifications shall be configured such that the radio system will serve a single consolidated dispatch center located geographically within the boundaries of Addison, Carrollton, Farmers Branch and Coppell. Additionally the radio system Request for Proposals (RFP) shall include an option for the radio system to serve four separate dispatch centers in the dispatch locations currently used by the participating cities and the costs of transitioning the four independent sites to a consolidated site.

Also, the base procurement specifications shall include that the radio system will be served by a Master Site located geographically within the boundaries of Addison, Carrollton, Farmers Branch and Coppell. Additionally the RFP shall include an option for the radio system to be served by a Master Site provided from a committed outside agency at a remote location.

RCC understands that the cities agree that Addison will enter into the agreement with RCC for Phase II as described in above. The cities of Carrollton, Coppell and Farmers Branch will enter into an inter-local agreement for reimbursement to Addison for their respective equal share of the costs for Phase II.

Section**2 Phase II Scope of Work****Section 2—Our Approach****Workplan & Methodology**

This section provides RCC's proposed workplan and methodology that will be utilized to successfully complete Phase II of the project. At the conclusion of Phase II, following vendor selection, RCC will meet with the Metrocrest/Coppell Project Team to discuss and refine the scope of Phase III which consists of Project Implementation Management & Acceptance Testing. Following that meeting, RCC will prepare a proposal for consulting and engineering services for Phase III.

Although RCC has proposed a specific approach and scope of work, RCC is flexible and prepared to modify the scope of work, if needed, to help ensure that it meets the needs and requirements of the Metrocrest and Coppell.

**Phase II Trunked Radio System Workplan
RFP Development, Proposal Evaluation, & Contract Negotiations****Task 1 – Phase II Initiation & Orientation**

The purpose of Task 1 is to officially begin Phase II of the project and review Phase I materials and update any information that will be required to begin development of the trunked radio system procurement documents. The method of procurement and the involvement of the Purchasing Departments of the four municipalities of Addison, Carrollton, Farmers Branch and Coppell should also be discussed. In most shared trunked radio system projects, the RFP is released by a single Purchasing Department from one of the participating entities.

RCC will work closely with the selected Purchasing Department personnel to make sure that the completed RFP includes both the purchasing requirements and the system's technical requirements.

Task 2 – Develop Request for Proposals (RFPs)

RCC will work with the Metrocrest and Coppell team to develop a Request for Proposals for the new P25 radio system. The RFP will be built upon the information gathered during Phase I of the project including the Needs Assessment, RFP Requirements, and Estimated Costs. Performance requirements will be discussed and finalized and the RFP will be structured to enable vendors to submit their most appropriate and responsive system configuration.

The RFP will be the basis upon which each vendor's proposal will be evaluated. Each vendor will be required to respond to all sections of the RFP, and to include, where applicable, which features and capabilities are optional and at what cost. A detailed proposal evaluation matrix will be developed to allow the RCC and the Metrocrest and Coppell proposal evaluators to effectively determine which proposals best meet the specified requirements.

The Metrocrest/Coppell may want to consider requiring the vendors to submit their cost information separately to enable the Project Team to evaluate the technical responsiveness

apart from proposed costs. This approach may help improve objectivity during the vendor evaluations.

The RFP will address specific technical and procedural areas, as well as support areas such as training and maintenance. These areas will include:

- RFP response procedures and terms and conditions
- System functional & operational requirements
- System performance requirements
- System reliability and redundancy requirements
- Expandability of the proposed systems to accommodate future growth
- Optional capabilities & equipment
- Maintenance options & local support
- System/vendor information & qualifications
- System installation & acceptance testing requirements
- Training requirements

RCC understands that the decision regarding dispatch consolidation has not yet been finalized. Accordingly, the radio system RFP will be developed to address two different dispatch scenarios. The baseline configuration for the RFP, Option 1, will be based on a single consolidated dispatch center located geographically within the boundaries of Addison, Carrollton, Farmers Branch and Coppell. Option 2 will provide for the radio system to serve four separate dispatch centers in the dispatch locations currently used by the Metrocrest and Coppell and the costs of transitioning the radio equipment from the four independent sites to a consolidated site.

Upon completion of the initial draft of the RFP, RCC will submit the draft document to the Metrocrest and Coppell team for review and discussion. RCC will conduct a meeting with the Metrocrest/Coppell team to discuss the RFP contents. Once all comments have been received, a single cycle of feedback and suggestions will be incorporated into the final document. RCC will then finalize the RFP and provide the document to the designated Purchasing Department for release to the vendor community. The RFP will be provided in electronic format on DVD media. RCC will identify a list of radio system vendors that can potentially respond to the RFP.

Task 3 – Attend & Assist the Metrocrest/Coppell Team in Conducting the Pre-Proposal Conference

Within a reasonable time frame (typically two to three weeks) after the RFP has been publicly released, a single pre-proposal conference shall be conducted to provide potential proposers an opportunity to ask relevant questions to better understand the project and the contents of the RFP. RCC will work with the selected Purchasing Department to coordinate the scheduling of the pre-proposal conference and to assist the Metrocrest/Coppell team in answering project related questions. RCC will attend the meeting and will also assist in the response to vendor questions and the issuance of RFP addenda following the proposers' conference.

Task 4 – Conduct Initial Evaluation of Proposals

RCC will assist the Project Team in analyzing and evaluating proposals received as the result of issuing the RFP. Typically, approximately two months of time will be needed for RCC to conduct the initial evaluation of the vendor proposals. RCC is planning for the initial evaluation of a maximum of three (3) radio system proposals. The best two proposals will be selected for the vendor oral presentations and final review for eventual vendor selection.

The methodology employed by RCC for the evaluation of proposals will include the utilization of detailed evaluation matrix constructed from the RFP document(s) and designed to indicate the degree of conformance or nonconformance of each proposer's submittal.

The output of the initial evaluations will be a preliminary evaluation matrix that includes vendor responses and may include questions for the vendors, a preliminary ranking of each evaluated vendor's proposal and a tentative set of findings that will be refined as the evaluation process proceeds. RCC will meet with the Metrocrest/Coppell team to select the two best proposals for oral presentations.

Task 5 – Attend Vendor Oral Presentations

In projects of this nature, RCC recommends that the participating entities invite shortlisted vendors to make oral presentations to the Metrocrest/Coppell and RCC. The presentations allow the vendors to explain their offerings on a firsthand basis and allow RCC and the Metrocrest and Coppell team to ask questions to facilitate a more complete understanding each vendor's offering. RCC will prepare a list of questions as may be needed to clarify certain issues with the proposals.

For the purposes of RCC's cost proposal, a one day per vendor presentation on-site in a designated Metrocrest/Coppell location has been included in the current cost proposal – (two days total in the current budget). This figure can be adjusted depending upon the extent of the presentations.

The Metrocrest/Coppell team may elect to make site visits to a selected number of vendor project sites at which they have installed systems of a nature and size comparable to the proposed system. Since it is unknown at this time whether the Metrocrest and Coppell team will undertake such site visits, RCC's cost proposal does not currently include time or expenses for these trips. In the event that the Metrocrest and Coppell team decides to conduct site visits and would like RCC personnel to travel with the team to those locations, RCC will provide that assistance at the hourly rates provided in our cost proposal. Travel expenses would be billed accordingly.

Task 6 – Prepare & Present Evaluation Report

Upon conclusion of the vendor presentations, RCC will prepare the final evaluation results including findings and recommendations. The results will be forwarded to the Project Team. RCC personnel will schedule a meeting with the Project Team to discuss the findings recommendations.

Task 7 – Contract Negotiations

- **Assist in Developing Contract Negotiation Strategies**

RCC will help ensure that the Metrocrest/Coppell receives favorable price consideration for the procured system and, perhaps as important, business and operational terms that will help foster a timely and responsive completion of the installation and system acceptance processes. Some of the more important tasks associated with the negotiation process follow.

➤ **Assist the Metrocrest and Coppell in Contract Negotiations**

RCC will assist in direct contract negotiations with the selected vendor. A negotiating team composed officials designated by the Metrocrest and Coppell will work with RCC during negotiations. RCC does not provide legal services, therefore, the appropriate legal staff should also review proposed contract documents.

➤ **Statement of Work (SOW)**

Development of a comprehensive Statement of Work (SOW) is an integral part of contract negotiations for acquisition of the systems. The SOW defines the responsibilities of both the vendor(s) and the Metrocrest and Coppell in system implementation and acceptance testing. Further, the SOW process will further define finite number of system parameters which will directly affect the final contract price. RCC will assist the Metrocrest and Coppell team in developing the SOW and negotiating the impact on final contract price due to changes sought during the process.

➤ **Establish appropriate Acceptance Test Parameters for the system**

RCC will work with the Metrocrest and Coppell team to develop a stringent acceptance testing program prior to execution of a contract. System providers are more likely to agree to such performance requirements before a contract for the new systems is executed. The negotiation of testing requirements and pass/fail criteria becomes much more difficult after the contract is signed.

RCC has included 160 hours of contract negotiation assistance for trunked radio systems of the size and complexity. In the event that additional contract negotiation assistance is needed by the Metrocrest and Coppell, RCC can provide the additional services at the hourly rates quoted in our cost proposal.

Task 8 – Coordination with Outside Dispatch Consolidation Vendor

RCC understands that the Metrocrest/Coppell will be using another firm to address the Phase II dispatch consolidation issues. Accordingly, Task 8 has been added to provide the time needed to discuss and coordinate radio system and dispatch center issues with the consolidation vendor during Phase II. For this new task, we have included an estimate of 80 hours of project time to discuss and coordinate issues with whomever the Metrocrest/Coppell team selects for Phase II of the Dispatch Consolidation portion of the project. This is an estimate of the time needed. If as the project unfolds we find that additional coordination time is needed, we will notify the appropriate point of contact for the Metrocrest/Coppell team.

Section**3****Fees and Expenses****Section 2—Our Approach****Professional Fees & Out-of-Pocket Expenses - General**

RCC's cost proposal Phase II Radio is based upon the scope of work outlined in Section 2 of this document and has been based on the following assumptions:

- Professional fees defined in Section 2 and may be adjusted if the scope of work is modified or the project schedule is extended for reasons beyond RCC's control.
- RCC's cost quotation is based on a 14 month Phase II project.
- Hourly rates for professional fees beyond the scope of work or timeframe outlined in this proposal will be based on RCC standard rates in effect at the time the work is done. Additional expenses accrued as part of the additional work would also be billed.
- As in our previous project with the Metrocrest and Coppell, invoices will be issued to the City of Addison monthly based on the work performed during the previous month.
- Invoices are due within thirty (30) days.
- Actual out-of-pocket expenses will be billed in addition to professional fees and will be billed at actual plus an administrative fee of 15% to cover miscellaneous reimbursable expenses. Out-of-pocket expenses may include travel and per diem, telephone, printing, copying, and shipping. RCC will utilize its corporate discounts whenever possible and will make every effort to ensure that such expenses are reasonable and necessary.
- One of the goals of this project will be to procure the new P25 radio system and other systems without protests from the unsuccessful proposers. At this point in time, there is no way to forecast whether there will be protests from the unsuccessful proposers, therefore RCC has not included any time in the cost proposal to respond to protests. In the event that a protest is received and the Metrocrest and Coppell need RCC's assistance in responding to the protest, RCC will provide such assistance on a time and materials basis.
- To help be responsive to Metrocrest and Coppell needs, RCC reserves the right to move project time, fees and expenses between project tasks as long as the total amount billed to the Metrocrest and Coppell does not exceed the total Phase II contract amount for fees and expenses.
- In Task 8, RCC has included 80 hours of project time to discuss and coordinate issues with whomever the Metrocrest/Coppell team selects for Phase II of the Dispatch Consolidation portion of the project. This is an estimate of the time needed. If as the project unfolds we find that additional coordination time is needed, we will notify the appropriate point of contact for the Metrocrest/Coppell team.
- Additional terms and conditions are subject to RCC Consultant's Services agreement.

Professional fees and expenses for Phase II are provided on the following page.

Professional Fees

Professional fees for Phase II of the radio system replacement project have been based on the scope of work outlined in Section 2.

Professional fees will be \$224,240.

Expenses

Out-of-pocket expenses will be billed in addition to professional fees and will be billed at actual plus an administrative fee of 15% to cover miscellaneous reimbursable expenses. Out-of-pocket expenses may include travel and per diem, printing, copying, and shipping. RCC will utilize its corporate discounts whenever possible and will make every effort to ensure that such expenses are reasonable and necessary.

Most of the RCC staff involved in Phase II of the radio project are located in the Dallas / Fort Worth area or at other RCC facilities in Texas.

Expenses will be \$5,308.40

Council Agenda Item: #R7

AGENDA CAPTION:

Presentation, discussion and consideration of approval to authorize the City Manager to enter into an interlocal agreement with the cities of Carrollton, Farmers Branch and Coppell whereby the cities of Carrollton, Farmers Branch and Coppell agree to reimburse Addison for their shares of the cost of Phase II of the Metrocrest Quad Cities Public Safety Radio Replacement Project.

FINANCIAL IMPACT:

The total cost of the project is \$229,548 which RCC will bill direct to Addison. Addison will then bill Carrollton, Farmers Branch and Coppell for their equal shares of the project costs.

BACKGROUND:

Metrocrest Quad Cities desire that Addison enter into an agreement with RCC Consultants for Phase II.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

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

ATTACHMENTS:

Description:

[SECOND RADIO SYSTEM INTERLOCAL AGREEMENT](#)

Type:

Cover Memo

SECOND RADIO SYSTEM INTERLOCAL AGREEMENT

This Second Radio System Interlocal Agreement ("Agreement") is made by and between the City of Carrollton, Texas ("Carrollton"), the City of Farmers Branch, Texas ("Farmers Branch"), the City of Coppell, Texas ("Coppell"), and the Town of Addison, Texas ("Addison") (Carrollton, Farmers Branch, Coppell, and Addison are hereinafter sometimes referred to together as the "Cities" and individually as a "City").

Recitals:

1. Carrollton, Farmers Branch, and Addison participate by agreement in the use of a four-site nine-channel 800Mhz Trunked Simulcast Radio System (the "System") which provides radio coverage for each of them in the exercise of their respective governmental functions, including their provision of police, fire and emergency medical services. The System was designed and developed with the assistance of RCC Consultants, Inc., a Texas corporation ("RCC").

2. Effective July 26, 2010, those three cities entered into an agreement entitled "Radio System Interlocal Agreement," that provided for them to share equally in the costs of a study, to be conducted by RCC, regarding a possible upgrade of the System and a review of other items regarding their public safety radio communications and operations, including a potential upgrade of their individual mobile data systems and an evaluation of their communications dispatch center operations ("Phase I" or the "Study"). Following the execution of the Phase I agreement, Coppell expressed an interest in participating in the Study, and separately entered into an agreement with RCC that in effect expanded the Study to include Coppell.

3. RCC completed the Study, reflected in its report dated September 2011, and recommended therein an upgrade and expansion of the System to a digital P25 system (such upgrade and expansion being referred to herein as "Phase II" or the "Upgrade"), to include all of the Cities. In a separate report, RCC has concluded that a consolidated dispatch center is feasible and should have a reasonable return on investment time period.

4. The Cities desire that RCC provide certain services to facilitate implementation of the Upgrade, including the design of and preparation of procurement specifications for the Upgrade, evaluation of vendor proposals to provide the Upgrade, and selection of a vendor to provide and install the Upgrade. The Cities recognize that, depending on the result of Phase II, the Cities may need an additional agreement that addresses management of the Upgrade installation and implementation and testing of the Upgrade (such additional agreement, if any, being Phase III).

5. As with Phase I, the Cities desire that Addison enter into an agreement for Phase II with RCC, with the cost thereof to be shared equally by the Cities as set forth herein. A copy of a proposed agreement entitled "First Amendment to Consultant Services Agreement" between Addison and RCC to conduct Phase II as described in the RCC Proposal is attached hereto as Exhibit A and incorporated herein (the "Phase II Agreement"). The Phase II Agreement provides for RCC to conduct the Radio Study. Addison has approved the Phase II Agreement,

subject to and contingent upon, however, the approval and execution of this Agreement by the Cities.

6. The provision of police, fire, and emergency medical services, the radio communications that are essential thereto, and the work and services described herein in connection therewith, are essential to the public health and safety and are governmental functions and services pursuant to Chapter 791, Tex. Gov. Code, pursuant to which this Agreement is authorized.

NOW, THEREFORE, for and in consideration of the mutual benefits and obligations set forth in this Agreement, the City of Carrollton, Texas, the City of Farmers Branch, Texas, the City of Coppell, Texas, and the Town of Addison, Texas do hereby agree as follows:

Section 1. The above and foregoing Recitals are true and correct and are incorporated into this Agreement and made a part hereof for all purposes.

Section 2. The Cities agree that they shall each pay one-fourth of the total cost of the Phase II Agreement as set forth therein. Such total cost is shown in the Phase II Agreement to be \$ 229,548 , and therefore each City shall pay \$ 57,387 . Addison will make payments to RCC in accordance with the Phase II Agreement, and each of Carrollton, Farmers Branch, and Coppell shall reimburse Addison their proportionate (one-fourth) share of each payment made by Addison. Such reimbursement shall be made by Carrollton, Farmers Branch, and Coppell not later than 15 days following their receipt of an invoice from Addison identifying the amount(s) paid by Addison and a copy of the RCC invoice and any supporting documentation received in support thereof from RCC.

The payments made by Carrollton, Farmers Branch, and Coppell to Addison pursuant to this Agreement shall be made from current revenues available to each of Carrollton, Farmers Branch, and Coppell.

Section 3. For purposes of this Agreement, notices and other communications shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given upon receipt. Addresses for notices and other communications are as follows:

To Carrollton:

Attn: _____

To Farmers Branch:

Attn: _____

To Coppell:

Attn: _____

To Addison:

Addison Police Department
P.O. Box 9010
Addison, Texas 75001
Attn: Chief Ron Davis

From time to time each City may designate another address within its boundaries for purposes of this Agreement by giving the other party not less than ten (10) days advance notice of such change of address in accordance with the provisions hereof.

Section 4. Each City shall not, and shall have no authority to, assign or otherwise transfer this Agreement or an portion hereof without the prior written consent of the other Cities. No assignment or other transfer by any City will be effective without the written consent of the other Cities.

Section 5. This Agreement represents the entire and integrated agreement between the Cities, and supersedes all prior negotiations, representations and/or agreements, either written or oral with regard to the subject matter hereof. This Agreement may be amended and modified only by written instrument signed by authorized representatives of each of the Cities.

Section 6. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement.

Section 7. This Agreement and the rights and duties of the Cities shall be governed by the laws of the State of Texas, without regard to the choice of laws provisions of any jurisdiction. This Agreement shall be enforceable in Dallas County, Texas, and, if legal action is necessary, exclusive venue shall lie in Dallas County, Texas.

Section 8. This is a negotiated document. Should any part of this Agreement be in dispute, the Cities agree that the terms and provisions of this Agreement shall not be construed more favorably for or strictly against any City.

Section 9. It is not a waiver of or consent to a breach, failure to perform, or default of this Agreement if the non-defaulting party fails to declare promptly a default or delays in taking any action. Pursuit of any rights or remedies set forth in this Agreement does not preclude pursuit of any other rights or remedies in this Agreement or available or provided by law, in equity, or otherwise.

Section 10. This Agreement and all of its provisions are solely for the benefit of the Cities and, except as set forth herein, are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

Section 11. This Agreement shall be effective upon the date that the last of the Cities executes this Agreement as reflected by the date of execution of this Agreement by the authorized representatives of the Cities set forth below.

Section 12. The Cities do not waive any immunity or other defenses or tort limitations to any claims by their the execution of this Agreement, and no City waives, nor shall be deemed to waive, any immunity or defense or tort limitation which otherwise is available in claims arising from or in connection with any activity conducted pursuant to this Agreement.

Section 13. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

Section 14. The undersigned persons are the properly authorized representatives of each of the respective Cities and have the necessary authority to execute this Agreement on behalf of the Cities.

EXECUTED by each of the Cities as of the dates set forth below.

CITY OF CARROLLTON, TEXAS

CITY OF FARMERS BRANCH, TEXAS

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

CITY OF COPPELL, TEXAS

TOWN OF ADDISON, TEXAS

By: _____

By: _____

Title: _____

Ron Whitehead
Title: City Manager _____

Date: _____

Date: _____

Council Agenda Item: #R8

AGENDA CAPTION:

Consideration, discussion and approval of an ordinance establishing Business Registration procedures for businesses located within the Town of Addison.

FINANCIAL IMPACT:

The Fiscal Year 2012 budget estimates revenues of approximately \$150,000 from the registration and fee process.

BACKGROUND:

n/a

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Increase Revenues by at least 6% (to \$28.5mm) while holding the tax rate to \$.55 or less and reserves to at least 25%, Provide Superior Public Safety, Customer Service, Social and Health Services to the Community, Conduct the Business of the Town in a Fiscally Responsible Manner, Provide For A Diversified Business Climate

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R9

AGENDA CAPTION:

Approval of final payment to CPS Civil, Inc., in the amount of \$50,174.73 for the completion of construction of certain public infrastructure (including streets, water and sanitary sewer lines, and other public infrastructure improvements) within that area of the Town generally known as Vitruvian Park (Vitruvian Park Public Infrastructure Phase 2: Bella Lane).

FINANCIAL IMPACT:

Revised Contract Amount: \$ 749,065.5 (includes one change order, other minor changes and incentive bonus)

Source of Funds: General Obligation Bonds for Vitruvian Park

Project Manager: Kent Power, P.E., RHSI

BACKGROUND:

The Vitruvian Park Public Infrastructure, Phase 2: Bella Lane construction contract was awarded by the City Council to CPS Civil, Inc. on March 22, 2011 in the amount of \$862,824.60. One change order was necessary to complete the project. The net amount of the change order resulted in a deduct of \$114,113. Construction of Vitruvian Park Public Infrastructure, Phase 2: Bella Lane was completed on September 16, 2011. This payment includes the final payment of \$13,391.00 and release of retainage in the amount of \$36,783.73.

CPS Civil, Inc. did an excellent job on the project and completed the work in 75 days, 100 days before the 175 contract days, earning the incentive bonus of \$15,000.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Conduct the Business of the Town in a Fiscally Responsible Manner, Promote Quality Transportation Services

ATTACHMENTS:

Description:

[Final Payment Application](#)

[Phase 2 Cost Analysis](#)

Type:

Backup Material

Backup Material

MEMORANDUM

ENGINEERING DEPARTMENT



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MONTHLY PAY REQUEST

Invoice 6

CONTRACTOR:
CPS Civil LLC
1215 Crest Lane Dr.
Duncanville Texas 75137

PROJECT: Vitruvian Park Phase 2a
PROJECT Bid 11-11

PURCHASE ORDER NO. :

ESTIMATE PERIOD: October Final

Contract amount: \$763,889.60

Construction Start Date 4/12/2011
CONTRACT DAYS: 175
DAYS USED: 75
DAYS REMAINING: 100
CONTRACT / IN ALENDAR DAYS
PERCENT COMPLETE: 98.06%

ITEM	DESCRIPTION	CNTRACT QTY.	UNIT MEAS.	PREV, EST.QTY.	THIS EST.QTY.	QTY TO DATE	UNIT PRICE	PAY THIS ESTIMATE	WORK COMP TO DATE	
										0
1	MOBIL.	1	LS	1	0	1	42000.00	0.000	42,000.000	42000
2	TRAF. CNTRL	1	LS	1	0	1	10000.00	0.000	10,000.000	10000
3	INLET PROT. DEVICES	4	EA	4	0	4	150.00	0.000	600.000	600
4	PROJ. SIGNS	1	EA	1	0	0	400.00	0.000	0.000	400
5	SWPPP	1	LS	1	0	1	3000.00	0.000	3,000.000	3000
6	CONSTRUCTION ENTRANCE	1	EA	1	0	1	900.00	0.000	900.000	900
7	MAINTAINING EX. CONSTR. ENTRANCE	1	LS	1	0	1	350.00	0.000	350.000	350
8	SILT FENCE SEDIMENT BARRIER	1,723	LF	526	0	526	1.50	0.000	789.000	2584.5
9	SWCTTG, RMVL & RCYCLNG OF EX. ASPH. ST. PVMT	792	SY	375	0	375	5.00	0.000	1,875.000	3960
10	SWCTTG, RMVL & RCYCLNG OF EX. CNCRT ST. PVMT	126	SY	126	0	126	5.00	0.000	630.000	630
11	SWCTTG, RMVL & RCYCLNG OF EX. CNCRT SDWLK	506	SF	506	0	506	1.00	0.000	506.000	506
12	SWCTTG, RMVL & RCYCLNG OF EX. CNC. CRB & GTTR	262	LF	262	0	262	5.00	0.000	1,310.000	1310
13	UNCLSFD ST. EXCVTN & CNTRLLED PLCMT OF MTRLS	2,435	CY	2435	0	2435	10.00	0.000	24,350.000	24350
14	FINE GRDNG & SBGRD PERP.	4,459	SY	4459	0	4459	0.50	0.000	2,229.500	2229.5
15	6" LIME STAB. SBGRD	4,459	SY	4459	0	4459	4.00	0.000	17,836.000	17836
16	HYDRATED LIME	81	TN	81	0	81	150.00	0.000	12,150.000	12150
17	10" RC ST. PVMT	3,389	SY	3389	0	3389	40.00	0.000	135,560.000	135560
18	CNSTRCTNG 6" REINF. MONO. CNCRT CRB	1,935	LF	1935	0	1935	1.00	0.000	1,935.000	1935
19	CNSTRCTNG 6" REINF. CNCRT CRB & GTTR	348	LF	348	0	348	15.00	0.000	5,220.000	5220
20	CNCRT ST. HEADER	44	LF	44	0	44	4.00	0.000	176.000	176
21	4" CRSHD LMSTN FLX BS	935	SY	935	0	935	5.00	0.000	4,675.000	4675
22	4" HMAC TY B BS COURSE	839	SY	839	0	839	12.00	0.000	10,068.000	10068
23	2" HMAC TY D SURFACE COURSE	839	SY	839	0	839	7.00	0.000	5,873.000	5873
24	EMUL. ASPH. MEMBRANE (MS-2; 0.2 GAL/SY)	168	GAL	168	0	168	5.00	0.000	840.000	840
25	SHORT TERM ASPH.	30	SY	0	0	0	15.00	0.000	0.000	450
26	TOPSOIL, 6" DEPTH	947	CY	947	0	947	20.00	0.000	18,940.000	18940
27	PAVESTONE CNCRT ST. PAVER, 3-1/8" THKNSS	304	SF	304	0	304	8.00	0.000	2,432.000	2432
28	H/C RAMPS	6	EA	6	0	6	900.00	0.000	5,400.000	5400
29	PAVESTONE ADA CNCRT PAVER, 2-3/8"	140	SF	140	0	140	12.00	0.000	1,680.000	1680
30	HYDRO. SEEDING	11,906	SY	5516.67	0	5516.67	0.60	0.000	3,310.002	7143.6
31	4" WD WHT SLD THRMPLSTC PVMT MRKNG	240	LF	240	0	240	2.00	0.000	480.000	480
32	12" WD WHT SLD THRMPLSTC PVMT MRKNG (CRSSWLK)	98	LF	98	0	98	4.00	0.000	392.000	392
33	24" WD WHT SLD THRMPLSTC PVMT MRKNG (STOP BAR)	11	LF	11	0	11	10.00	0.000	110.000	110
34	TY11 REFL. BLUE PVMT MRKRS FOR HYDRANTS	3	EA	3	0	3	6.00	0.000	18.000	18
35	STOP SIGN W/ ST. SIGNS	1	EA	0	0	0	1500.00	0.000	0.000	1500
36	CNNCTNG PROPOSED PIPE TO EX. 30" STRM SWR PIPE	2	EA	2	0	2	500.00	0.000	1,000.000	1000
37	CNNCTNG PROPOSED PIPE TO EX. 24" STRM SWR PIPE	1	EA	1	0	1	250.00	0.000	250.000	250
38	STNDRD 4' TY A SQ. STRM DRN MNHL	4	EA	4	0	4	2000.00	0.000	8,000.000	8000
39	10' RECESSED CURB INLET	4	EA	2	0	2	2500.00	0.000	5,000.000	10000
40	30" RC PIPE CL III	247	LF	247	0	247	70.00	0.000	17,290.000	17290
41	24" RC PIPE CL III	45	LF	45	0	45	50.00	0.000	2,250.000	2250
42	18" RC PIPE CL III	537	LF	537	0	537	40.00	0.000	21,480.000	21480
43	TV INSPEC. OF STRM DRN SYS.	829	LF	829	0	829	1.00	0.000	829.000	829
44	TRENCH SFTY SYS. FOR STRM DRN IMPRVTS	1	LS	1	0	1	2000.00	0.000	2,000.000	2000
45	RMVL OF PLUG & BLKNG & CNNCTN TO EX. 10" WTR PIPE	1	EA	1	0	1	1000.00	0.000	1,000.000	1000
46	10" PVC WTR PIPE BY OPN CUT W/ EMBDMT	960	LF	960	0	960	32.00	0.000	30,720.000	30720
47	8" PVC WTR PIPE BY OPN CUT W/ EMBDMT	191	LF	191	0	191	30.00	0.000	5,730.000	5730
48	6" PVC WTR PIPE BY OPN CUT W/ EMBDMT	69	LF	69	0	69	25.00	0.000	1,725.000	1725
49	2" COPPER WTR PIPE BY OPN CUT	6	LF	6	0	6	10.00	0.000	60.000	60
50	1 1/2" COPPER WTR PIPE BY OPN CUT	38	LF	38	0	38	10.00	0.000	380.000	380
51	10" PVC WTR PIPE IN EX. CSNG PIPE UNDR BRIDGE	186	LF	186	0	186	35.00	0.000	6,510.000	6510
52	10" GT VLV CMLPT W/ C.I. VLV BX & CVR	8	EA	8	0	8	1500.00	0.000	12,000.000	12000
53	8" GT VLV CMLPT W/ C.I. VLV BX & CVR	5	EA	5	0	5	1000.00	0.000	5,000.000	5000
54	6" GT VLV CMLPT W/ C.I. VLV BX & CVR	3	EA	3	0	3	600.00	0.000	1,800.000	1800
55	FIRE HYDR. ASSEM.	3	EA	3	0	3	2500.00	0.000	7,500.000	7500
56	CAST IRON FTTNGS FOR WTR PIPE	2.6	TN	2.6	0	2.6	3000.00	0.000	7,800.000	7800
57	2" WTR SERV. TAP	2	EA	2	0	2	1500.00	0.000	3,000.000	3000
58	1 1/2" IRRIG. MTR & BX	1	EA	1	0	1	500.00	0.000	500.000	500
59	1 1/2" IRRIG. MTR & BX ONLY	1	EA	1	0	1	500.00	0.000	500.000	500
60	FINAL ADJ. OF EX. WTR VLVS TO FINAL PVMT GRD	16	EA	24	0	24	30.00	0.000	720.000	480
61	TRENCH SFTY SYS. FOR WTR LN IMPRVTS	1	LS	1	0	1	1500.00	0.000	1,500.000	1500
				continued						0

PHASE 2 COST ANALYSIS
11/16/2012

Phase 2 Design & Construction Costs		\$	1,474,783.00
Professional Services Fees			
Icon Consulting Engineers, Inc.	\$		(138,075.00)
Total Professional Services		\$	(138,075.00)
 Construction			
Original Co	\$		(862,824.60)
Change Order #1	\$		114,113.00
Misc. Changes	\$		14,646.10
EARLY COMPLETION BONUS	\$		(15,000.00)
Total Construction		\$	(749,065.50)
 Construction Phase Services			
Kleinfelder (4%)	\$		(34,512.98)
UDR (8%)	\$		(69,025.97)
RHSI (.6%)	\$		(4,862.51)
Total Construction Phase Services			(108,401.46)
	Remaining Funds	\$	<u><u>479,241.04</u></u>

Council Agenda Item: #R10

AGENDA CAPTION:

Presentation, discussion and consideration of approval to authorize the City Manager to execute Change Order No. 1.3 with North Texas Contracting, Inc., in the amount of \$18,777.00 and an addition of five (5) calendar days for the construction of Spring Valley Road (a portion of the Spring Valley Road/Vitruvian Way Extension project).

FINANCIAL IMPACT:

Funding established by 2008 Certificates of Obligation for Spring Valley Road.

BACKGROUND:

This change order includes several items needed to complete construction of Spring Valley Road, including items required by the Texas Department of Licensing and Regulations (TDLR) Texas Accessibility Standards (TAS) review. The change order is attached for review.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Promote Quality Transportation Services

ATTACHMENTS:

Description:

[Change Order 1.3](#)

Type:

Backup Material



421 Compton Ave Irving, TX 75061
(T)972-790-1900 (F)972-790-2888
E-mail: rodd@performancepaver.com
www.performancepaver.com

Project Change Order:

Addison - Spring Valley

Date: 8.16.11

We propose to furnish all labor, materials and equipment to construct the following described work:

Item #	Bid Item	Qty	Unit	Unit \$	Amount
	ADA Paver Bellows Brown	1	LS	\$2,415.00	\$2,415.00
	includes: ADA paver, granite sand, poly sand, equipment, labor. Labor to pull existing pavers, rework & re-cut soldier course, re apply poly sand. Estimated time 1 day.				

Exclusions:

- * Concrete sub-base and concrete restraint.
- * Engineering, permits, bonds, license, taxes, irrigation repairs and testing.
- * Dewatering provided by GC and water provided by GC.
- * Traffic control & barricades, erosion control, sleeves, utility relocates.
- * Anything item not specifically included is excluded.

Terms:

- * Estimate subject to change if is not accepted within 90days
- * Workman's Compensation and Public Liability on above work provided by Performance Pavers.
- * Any increment in final area will be charged according to unit prices.
- * One year warranty on materials and workmanship.

Sincerely,
Rodd Brann
Mbl - 214-876-9676
rodd@performancepaver.com

ACCPETED:

By: _____
Title: _____
Company: _____
Date: _____

LATHAM FENCE

No. 012

(972) 223-9849 817-903-7728

Date Entered 8-5-11

NORTH TEXAS CONTRACTING
TOWN OF ADDISON
SPRING VALLEY ROAD WIDENING

Attention Andy Nord Phone _____ Ext. _____

Customer P.O. No. _____ Salesperson _____

QUANTITY	DESCRIPTION	AMOUNT
1.	INVOICE FOR REMOVING AND RELOCATING:	
2.	303 LF of metal fence AT \$ 12.00 /LF	3636.00
3.	66 LF of metal fence AT \$ 15.00 /LF	990.00
4.	Plus new, 2" sq. posts FOR ALL	1715.00
5.		
6.	Net 30 Days:	
7.	Remit to: 8026 Racine Dr. DALLAS, TX 75232	
	Sub-Total	6341.00
	Sales Tax	—
	TOTAL	6341.00

Rice Tunneling & Boring Inc
Office 972-298-836
Fax 972-298-8364

7/15/11

North Texas Contracting (Known as contractor)

Attn:

Bores in Addison for sleeves under drive way on spring valley

Contractor to supply the following:

- 1) Request utility locates and complete field verification (expose) of all utilities (private and public) that may conflict with exact location of bore path (water, Irrigation, sewer, storm, telephone, cable, gas and electric etc.) and/or except all liability for unverified utilities.
- 2) Supply access and egress to bore site (contractor responsible for landscaping)
- 3) All permits & inspections (if needed)
- 4) Safe, workable OSHA approved pits
- 5) Line and Grade stakes
- 6) Provide all needed safety barricades, fencing, flagmen etc.
- 7) Handle all excess excavated material (dirt, slurry, rock etc.)
- 8) Supply & install spacers and carrier pipe
- 9) Shared use of backhoe/track hoe

PRICE: \$30.00/ft 1-4" 1-2"PVC

Rice Tunneling & Boring can supply vacuum truck for pot holing utilities and containing slurry \$120.00/hr

THIS PROPOSAL EXPIRES IN 45 DAYS. PAYMENT DUE 30 DAYS AFTER COMPLETION OF JOB

Accepted

Title

Date

CHANGE ORDER - TIME & MATERIALS - LEMMONS LSCAPE DEMO & GRADING
 SPRING VALLEY ROAD PROJECT
 TOWN OF ADDISON
 NORTH TEXAS CONTRACTING

ITEM: REMOVE TREE, SHRUB & GRADE ADJ. ROW TO 3:1 SLOPE
 QUANTITY: 1 LS
 PRODUCTION: 1/2 DAYS WITH 6 MAN CREW + FOREMAN TO COMPLETE

LABOR BREAKDOWNS (10 HRS PER DAY WITH 6 MAN CREW)

	REGULAR HOURS CHARGED	REGULAR RATES	OT HOURS CHARGED	OVERTIME RATES ADDED	TOTAL LABOR AMOUNT
CONCRETE PM	0.00	\$ 38.75	0	\$ 58.13	\$ -
CONCRETE SUPERINTENDENT (0 %)	0.00	\$ 46.25	0	\$ 69.38	\$ -
CONCRETE / DIRT FOREMAN	5.00	\$ 33.75	0	\$ 50.63	\$ 168.75
OPERATOR (4)	20.00	\$ 16.00	0	\$ 24.00	\$ 320.00
DIRT / CONCRETE HELPER (1)	5.00	\$ 12.00	0	\$ 18.00	\$ 60.00
DIRT / CONCRETE LABORER (1)	5.00	\$ 11.00	0	\$ 16.50	\$ 55.00
SUBTOTAL LABOR					\$ 603.75

EQUIPMENT BREAKDOWNS (SEE ATTACHED BLUE BOOK RATES)

	HR				
PERSONAL TRUCK / VEHICLE	5	\$	14.07	\$	70.35
TRUCK (TANDEM DUMP) (3 HR / LOAD)	8	\$	75.14	\$	601.12
CAT 365 EXCAVATOR	0	\$	240.38	\$	-
KOMATSU PC400 EXCAVATOR	0	\$	185.01	\$	-
KOMATSU PC308 EXCAVATOR	0	\$	122.17	\$	-
KOMATSU PC270 EXCAVATOR	0	\$	118.98	\$	-
KOMATSU PC228 EXCAVATOR	0	\$	99.54	\$	-
CAT 953 TRACK LOADER	0	\$	99.79	\$	-
KOMATSU WA250 RBBR TIRE LOADER 2YD	0	\$	49.68	\$	-
CASE 580 RBBR TIRE BACKHOE	5	\$	33.76	\$	168.80
CASE 85X SKID STEER LOADER	5	\$	30.79	\$	153.95
CAT 563 COMPACTOR	0	\$	66.66	\$	-
INGERSOLL RAND SD-45 COMPACTOR	0	\$	34.66	\$	-
BOMAG - DBL DRUM WALK BEHIND COMPACT	0	\$	18.87	\$	-
JUMPING JACK - HANDHELD RAMMER	0	\$	5.46	\$	-
4" ELEC SUBMERSABLE PUMP	0	\$	19.47	\$	-
SUBTOTAL EQUIPMENT					\$ 994.22

MATERIALS

	UNIT	QUANTITY	UNIT PRICE	TOTAL
NONE USED	N/A	0	\$ -	\$ -
SUBTOTAL MATERIALS				\$ -

SUBCONTRACTORS

	UNIT	QUANTITY	UNIT PRICE	TOTAL
DUMP FEE (1 SHRUB & 1 TREE TO DUMP)	EA	1	\$ 150.00	\$ 150.00
SUBTOTAL SUBCONTRACTORS				\$ 150.00

TOTALS & MARK UP SUMMARY

	COST AMOUNT	BURDEN @ 46 %	MARK UP %	TOTAL AMOUNT
TOTAL LABOR AMOUNT	\$ 603.75	\$ 277.73	15%	\$ 1,013.70
TOTAL EQUIPMENT AMOUNT	\$ 994.22		15%	\$ 1,143.35
TOTAL MATERIALS AMOUNT	\$ -		15%	\$ -
TOTAL MISCELLANEOUS AMOUNT	\$ 150.00		15%	\$ 172.50
TOTALS	\$ 1,747.97	\$ 277.73		\$ 2,329.55

TOTAL AMOUNT \$ 2,329.55

ROUNDED COST' \$ 2,330.00

CHANGE ORDER - REMOVE EX. CHAIN LINK FENCE
 SPRING VALLEY ROAD PROJECT
 TOWN OF ADDISON
 NORTH TEXAS CONTRACTING

ITEM: REMOVE EX. CHAIN LINK FENCE
 QUANTITY: 120 LF
 PRODUCTION: 1/2 DAYS WITH 3 MAN CREW + FOREMAN TO COMPLETE

LABOR BREAKDOWNS (10 HRS PER DAY WITH 3 MAN CREW)

	REGULAR HOURS CHARGED	REGULAR RATES	OT HOURS CHARGED	OVERTIME RATES ADDED	TOTAL LABOR AMOUNT
CONCRETE PM	0.00	\$ 38.75	0	\$ 58.13	\$ -
CONCRETE SUPERINTENDENT (0 %)	0.00	\$ 46.25	0	\$ 69.38	\$ -
CONCRETE / DIRT FOREMAN	5.00	\$ 33.75	0	\$ 50.63	\$ 168.75
OPERATOR (2)	10.00	\$ 16.00	0	\$ 24.00	\$ 160.00
DIRT / CONCRETE HELPER (1)	0.00	\$ 12.00	0	\$ 18.00	\$ -
DIRT / CONCRETE LABORER (1)	5.00	\$ 11.00	0	\$ 16.50	\$ 55.00
SUBTOTAL LABOR					\$ 383.75

EQUIPMENT BREAKDOWNS (SEE ATTACHED BLUE BOOK RATES)

	HR				
PERSONAL TRUCK / VEHICLE	0	\$	14.07	\$	-
TRUCK (TANDEM DUMP) (3 HR / LOAD)	0	\$	75.14	\$	-
CAT 365 EXCAVATOR	0	\$	240.38	\$	-
KOMATSU PC400 EXCAVATOR	0	\$	185.01	\$	-
KOMATSU PC308 EXCAVATOR	0	\$	122.17	\$	-
KOMATSU PC270 EXCAVATOR	0	\$	118.98	\$	-
KOMATSU PC228 EXCAVATOR	0	\$	99.54	\$	-
CAT 953 TRACK LOADER	0	\$	99.79	\$	-
KOMATSU WA250 RBBR TIRE LOADER 2YD	0	\$	49.68	\$	-
CASE 580 RBBR TIRE BACKHOE	5	\$	33.76	\$	168.80
CASE 85X SKID STEER LOADER	0	\$	30.79	\$	-
CAT 563 COMPACTOR	0	\$	66.66	\$	-
INGERSOLL RAND SD-45 COMPACTOR	0	\$	34.66	\$	-
BOMAG - DBL DRUM WALK BEHIND COMPACT	0	\$	18.87	\$	-
JUMPING JACK - HANDHELD RAMMER	0	\$	5.46	\$	-
4" ELEC SUBMERSABLE PUMP	0	\$	19.47	\$	-
SUBTOTAL EQUIPMENT					\$ 168.80

MATERIALS

	UNIT	QUANTITY	UNIT PRICE	TOTAL
NONE USED	N/A	0	\$ -	\$ -
SUBTOTAL MATERIALS				\$ -

SUBCONTRACTORS

	UNIT	QUANTITY	UNIT PRICE	TOTAL
DUMP FEE (SMALL LOAD TO DUMP)	EA	1	\$ 47.00	\$ 47.00
SUBTOTAL SUBCONTRACTORS				\$ 47.00

TOTALS & MARK UP SUMMARY

	COST AMOUNT	BURDEN @ 46 %	MARK UP %	TOTAL AMOUNT
TOTAL LABOR AMOUNT	\$ 383.75	\$ 176.53	15%	\$ 644.32
TOTAL EQUIPMENT AMOUNT	\$ 168.80		15%	\$ 194.12
TOTAL MATERIALS AMOUNT	\$ -		15%	\$ -
TOTAL MISCELLANEOUS AMOUNT	\$ 47.00		15%	\$ 54.05
TOTALS	\$ 599.55	\$ 176.53		\$ 892.49
TOTAL AMOUNT				\$ 892.49
ROUNDED COST'				\$ 892.00

CHANGE ORDER - TIME & MATERIALS - WYNWARD LSCAPE DEMO & GRADING
 SPRING VALLEY ROAD PROJECT
 TOWN OF ADDISON
 NORTH TEXAS CONTRACTING

ITEM: REMOVE LANDSCAPE AND GRADE AREAS
 QUANTITY: 1 LS
 PRODUCTION: 1/2 DAYS WITH 6 MAN CREW + FOREMAN TO COMPLETE

LABOR BREAKDOWNS (10 HRS PER DAY WITH 6 MAN CREW)

	REGULAR HOURS CHARGED	REGULAR RATES	OT HOURS CHARGED	OVERTIME RATES ADDED	TOTAL LABOR AMOUNT
CONCRETE PM	0.00	\$ 38.75	0	\$ 58.13	\$ -
CONCRETE SUPERINTENDENT (50 %)	2.50	\$ 46.25	0	\$ 69.38	\$ 115.63
CONCRETE / DIRT FOREMAN	5.00	\$ 33.75	0	\$ 50.63	\$ 168.75
OPERATOR (4)	20.00	\$ 16.00	0	\$ 24.00	\$ 320.00
DIRT / CONCRETE HELPER (1)	5.00	\$ 12.00	0	\$ 18.00	\$ 60.00
DIRT / CONCRETE LABORER (1)	5.00	\$ 11.00	0	\$ 16.50	\$ 55.00
SUBTOTAL LABOR					\$ 719.38

EQUIPMENT BREAKDOWNS (SEE ATTACHED BLUE BOOK RATES)

	HR				
PERSONAL TRUCK / VEHICLE	7.5	\$	14.07	\$	105.53
TRUCK (TANDEM DUMP) (3 HR / LOAD)	6	\$	75.14	\$	450.84
CAT 365 EXCAVATOR	0	\$	240.38	\$	-
KOMATSU PC400 EXCAVATOR	0	\$	185.01	\$	-
KOMATSU PC308 EXCAVATOR	0	\$	122.17	\$	-
KOMATSU PC270 EXCAVATOR	0	\$	118.98	\$	-
KOMATSU PC228 EXCAVATOR	5	\$	99.54	\$	497.70
CAT 953 TRACK LOADER	0	\$	99.79	\$	-
KOMATSU WA250 RBBR TIRE LOADER 2YD	0	\$	49.68	\$	-
CASE 580 RBBR TIRE BACKHOE	5	\$	33.76	\$	168.80
CASE 85X SKID STEER LOADER	5	\$	30.79	\$	153.95
CAT 563 COMPACTOR	0	\$	66.66	\$	-
INGERSOLL RAND SD-45 COMPACTOR	0	\$	34.66	\$	-
BOMAG - DBL DRUM WALK BEHIND COMPACT	0	\$	18.87	\$	-
JUMPING JACK - HANDHELD RAMMER	0	\$	5.46	\$	-
4" ELEC SUBMERSABLE PUMP	0	\$	19.47	\$	-
SUBTOTAL EQUIPMENT					\$ 1,376.82

MATERIALS

	UNIT	QUANTITY	UNIT PRICE	TOTAL
NONE USED	N/A	0	\$ -	\$ -
SUBTOTAL MATERIALS				\$ -

SUBCONTRACTORS

	UNIT	QUANTITY	UNIT PRICE	TOTAL
DUMP FEE (NONE)	EA	0	\$ 150.00	\$ -
SUBTOTAL SUBCONTRACTORS				\$ -

TOTALS & MARK UP SUMMARY

	COST AMOUNT	BURDEN @ 46 %	MARK UP %	TOTAL AMOUNT
TOTAL LABOR AMOUNT	\$ 719.38	\$ 330.91	15%	\$ 1,207.83
TOTAL EQUIPMENT AMOUNT	\$ 1,376.82		15%	\$ 1,583.34
TOTAL MATERIALS AMOUNT	\$ -		15%	\$ -
TOTAL MISCELLANEOUS AMOUNT	\$ -		15%	\$ -
TOTALS	\$ 2,096.19	\$ 330.91		\$ 2,791.17
TOTAL AMOUNT				\$ 2,791.17
ROUNDED COST'				\$ 2,791.00



Professional Landscape Irrigation Contractor
 1780 Midway Road • Lewisville, Texas 75056

Invoice

DATE	INVOICE #
8/9/2011	15045

BILL TO:
North Texas Contracting, Inc. P O Box 468 Keller Texas 76244

PROJECT ADDRESS
Spring Valley Road Widening Addison, Texas



P.O. NO.	TERMS	DUE DATE	ALS P.O. NUMBER			REP
	As per contract	9/8/2011	201101 - Spring Valley - 1034			DLW
ITEM	DESCRIPTION		QTY	U/M	RATE	AMOUNT
Irrigation - ...	Install SVC's or battery operated controllers to run system due to no electrical power at this time. SVC Battery Operated Controllers		50	EA	125.00	6,250.00

1/3 only

Irrigation in Texas is regulated by the Texas Commission on Environmental Quality (TCEQ) (MC-178), PO Box 13087, Austin, Texas 78711-3087. TCEQ's website is: www.tceq.state.tx.us

HELP Save the environment setup Paperless Billing for your account today! email: billing@americanlandscapesystems.com

Subtotal	\$6,250.00
S/TAX (0.0%)	\$0.00
Total	\$6,250.00

2063

DURABLE SPECIALTIES, INC.

CHANGE ORDER PROPOSAL

NORTH TEXAS CONTRACTING, INC.
PO BOX 468
KELLER, TEXAS 76244

ATTN: ANDY NORD
817.430.9500 PHONE
817.430.9207 FAX
ANORD@NTEXCON.COM

DATE: AUGUST 19TH 2010
OWNER: THE TOWN OF ADDISON
PROJECT: SPRING VALLEY ROAD WIDENING
LOCATION: VITRUVIAN PARKWAY AT SPRING VALLEY ROAD

ITEM#	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	EXTEND PUSH BUTTON NWC	1.00	EA \$	55.00 \$	55.00
2	EXTEND PUSH BUTTON SWC	2.00	EA \$	55.00 \$	110.00
3	MODIFY SERVICE FOR IRRIGATION CONTROLLER	1.00	LS \$	95.00 \$	95.00

TOTAL	\$	260.00
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SUBMITTED BY:

PATRICK C. BRYAN

ACCEPTED BY:

Price Excludes Pavement Markings, Sidewalk & Wheelchair ramps, Bonding, Stake-out, Field Engineering, Temp Signals, Foundation Removal

Durable will not provide primary or non-contributory insurance, or hold others harmless for their actions.

Price Includes all labor and materials, sales tax for construction equipment only and insurance for items of work quoted

Construction barricades are excluded unless they are listed above

Please allow 120 days for signal poles. (if poles are included)

PAYMENT IN FULL (NO RETAINAGE) IS DUE UPON COMPLETION OF WORK FOR CONTRACTS UNDER \$10,000.00.

QUOTED UNIT PRICES ARE VALID FOR 45 DAYS FROM DATE OF BID PROPOSAL

TERMS AND CONDITIONS STATED ABOVE WILL BE INCLUDED IN ANY SUBSEQUENT CONTRACT

P.O. BOX 535989 • GRAND PRAIRIE, TX 75053 • PHONE 972 296 6324 • FAX 972 780 7411

Council Agenda Item: #ES1

AGENDA CAPTION:

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.

FINANCIAL IMPACT:

TBD

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

Provide For A Diversified Business Climate

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R11

AGENDA CAPTION:

Consideration 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 any action regarding the offer of a financial or other incentive to such business prospect or business prospects.

FINANCIAL IMPACT:

TBD

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

Provide For A Diversified Business Climate

ATTACHMENTS:

Description:

Type:

No Attachments Available