



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

FEBRUARY 14, 2012

TOWN HALL

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

WORK SESSION

Item
#WS1 - Presentation and discussion of the Project Planning and Performance Disciplines System implementation.

Item
#WS2 - Discussion regarding 2012 City Council strategies and objectives.

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 January 24, 2012 Regular Council Meeting.

#2b- Approval of a contract with Dallas County for Election Services in an amount not to exceed \$20,000.

#2c- Approval authorizing the City Manager to execute an agreement with Scodeller Construction, Inc in an amount not to exceed \$30,000 for the completion of joint and crack sealing on Quorum Drive.

#2d- Approval of a contract with Carruthers Landscape totaling \$45,398.10 for landscape and irrigation maintenance services.

#2e- Approval of a contract with American Landscape Systems totaling \$39,023.11 for seasonal color planting at the Town's parks, municipal buildings and neighborhood and Town entrances.

Item #R3 Recognition of Passion Hayes, Director of Human Resources for the Town of Addition, for attaining the IPMA-CP credential from the International Public Management Association for Human Resources.

Attachment(s):

1. Announcement Letter

Item #R4 Presentation of the Planning and Zoning Commission's
- 2011 Annual Report by Ralph Doherty, Commission
Chairman.

Item #R5 Consideration and approval of award of an advertising and
- marketing contract to the Vivanti Group and Matchbox
Studio.

Recommendation:

Staff recommends approval.

Item #R6 Discussion and consideration of approval of a Resolution
- suspending the March 6, 2012 effective date of a
requested rate change filed by Atmos Energy Corp., Mid-
Tex Division to permit the Town time to study the request
and to establish reasonable rates, and providing for other
matters related thereto.

Attachment(s):

1. Resolution Suspending Atmos Rate Increase

Recommendation:

Staff recommends approval.

Item #R7 Discussion and consideration authorizing the City Manager
- to execute a revised Interim Inter-local Agreement (ILA)
between the City Of Carrollton and the Town of Addison for
Fleet Services as needed until September 30, 2012.

Attachment(s):

1. Interlocal Fleet Agreement Amendment
2. Amendment

Recommendation:

Staff recommends approval subject to final review of the city attorney and City Manager.

Item #R8 Discussion and consideration of approval of an Ordinance amending Chapter 14 (Aviation), Article III (Municipal Airport), Division 1 (Generally) of the Code of Ordinances, which Division generally provides rules and regulations pertaining to the use of and access to Addison Airport, by, among other things, amending and adding definitions; amending and adding provisions regarding use of the Airport by vehicles and pedestrians, Airport access, running of aircraft engines, aircraft maintenance within a hangar, aircraft washing, and interference with aircraft operations; providing defenses for certain violations; establishing requirements for a permit to conduct an event; and providing for other matters related to Airport use and access.

Attachment(s):

1. Cover Memo
2. Changes to Ordinance
3. Proposed Ordinance

Recommendation:

Staff recommends approval subject to the final review of the City Attorney and City Manager.

Item #R9 - Presentation, discussion and consideration of approval of an amendment to the Code of Ordinances by amending Chapter 78 (Traffic and Vehicles), Article III (Vehicle Operation), Division 2 (Speed and Related Restrictions), Section 78-138 of the said code, removing the school zone on Vitruvian Way, between Marsh Lane and Spring Valley Road.

Attachment(s):

1. School Zone Ordinance

Recommendation:

Staff recommends approval.

Item #R10 - Discussion and consideration of an amendment to the lease between the Town, as landlord, and Durga Services, LLC, as tenant, of the property located at 4460 Belt Line Road (Clay Pit Restaurant), and discussion and consideration of any other action pertaining to the lease.

Attachment(s):

1. Clay Pit Request
-

Item #ES1 - Closed (Executive) session of the Addison City Council pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter, regarding a lease between the Town, as landlord, and Durga Services, LLC, as tenant, of the property located at 4460 Belt Line Road (Clay Pit restaurant).

Item #ES2 - 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
#ES3 - Closed (Executive) session of the Addison City Council pursuant to Section 551.074, Texas Government Code, to deliberate the evaluation of the City Manager.

Item
#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.

Item
#R12 - Discussion and consideration of any action regarding the lease between the Town, as landlord, and Durga Services, LLC, as tenant, of the property located at 4460 Belt Line Road (Clay Pit restaurant).

Adjourn Meeting

Posted:
Chris Terry, 2/10/2012, 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 of the Project Planning and Performance Disciplines System implementation.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #WS2

AGENDA CAPTION:

Discussion regarding 2012 City Council strategies and objectives.

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 January 24, 2012 Regular Council Meeting.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[January 24 Minutes](#)

Type:

Backup Material

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

January 24, 2012

6:30 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 issues related to Dallas County by County Commissioner Mike Cantrell.

Mayor-Todd Meier

Attest:

City Secretary-Chris Terry

**OFFICIAL ACTIONS OF THE ADDISON CITY
COUNCIL**

REGULAR MEETING

January 24, 2012

6:30 PM - Town Hall

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

Chris Terry, 1/20/2012, 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: Raul Rivera, Parks Department.

There was no action taken.

Item #R2 - Consent Agenda

#2a - Approval of Minutes for the January 5, 2012 Special Council Meeting.

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

The motion was seconded by Council Member Kimberly Lay.

The motion result was: Passed

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

Voting Nay: None

#2b - Approval of Minutes for the January 10, 2012 Regular Council Meeting.

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

#2c - Consideration and approval to award a contract to American Landscape Systems totaling \$22,705 for providing tree planting services in the Town's parks, medians and right-of-ways.

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

#2d - Approval for a Festival Consulting Agreement with World Affairs Council of Dallas/Fort Worth (WAC) in an amount not to exceed \$37,000.00 for WorldFest 2012, subject to the final review and approval of the City Attorney and City Manager.

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 #R3 - Presentation, discussion, and acceptance of the final report of the Bond Advisory Committee.

Motion was made to accept the report, as submitted.

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

Item #R4 - Presentation, discussion and consideration of an ordinance amending Chapter 62, Signs, of the Code of Ordinances of the Town by providing for a Meritorious Exception to Division 3, Attached Signs, Sec. 62-163 at 4100 Belt Line Road in order to provide for attached signs with a letters that exceed 20" and 24" in height on application from Raising Cane's.

Brian Lumbatis from Dothan, Alabama, (applicant) spoke regarding this item.

Motion was made to approve a meritorious signage exception to Raising Canes'.

A motion to Approve was made by Council Member Neil Resnik.
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 #R5 - Discussion and consideration of approval of an ordinance calling for a general municipal election to be held on May 12, 2012 for the purpose of electing three (3) Council Members for two (2) year terms each. (Discusión y consideración de aprobación de una ordenanza que pide una elección municipal general ser creída el 12 de mayo de 2012 para elección de tres (3) miembros de Consejo por dos (2) años cada uno).

A motion to Approve was made by Council Member Bruce Arfsten.
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 #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.

Council entered Executive Session at 8:23 pm.
Council left Executive Session at 9:59 pm.

There was no action taken.

Item #R6 - 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.

There was no action taken.

Mayor-Todd Meier

Attest:

City Secretary-Chris Terry

Council Agenda Item: #R 2b

AGENDA CAPTION:

Approval of a contract with Dallas County for Election Services in an amount not to exceed \$20,000.

FINANCIAL IMPACT:

n/a

BACKGROUND:

n/a

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[Election Services Contract](#)

Type:

Backup Material

JOINT ELECTION AGREEMENT

AND

ELECTION SERVICES CONTRACT

BETWEEN

THE DALLAS COUNTY ELECTIONS ADMINISTRATOR

AND

TOWN OF ADDISON (**TOA**)
CITY OF BALCH SPRINGS (**COBS**)
CITY OF CARROLLTON (**COC**)
CITY OF CEDAR HILL (**COCdH**)
CITY OF COCKRELL HILL (**COckH**)
CITY OF COPPELL (**COCp**)
CITY OF DESOTO (**CODe**)
CITY OF DUNCANVILLE (**CODu**)
CITY OF FARMERS BRANCH (**COFB**)
CITY OF GARLAND (**COG**)
CITY OF GLENN HEIGHTS (**COGH**)
CITY OF GRAND PRAIRIE (**COGP**)
CITY OF HUTCHINS (**COH**)
CITY OF IRVING (**COI**)
CITY OF LANCASTER (**COL**)
CITY OF MESQUITE (**COM**)
CITY OF SACHSE (**COS**)
CITY OF SEAGOVILLE (**COSe**)
CITY OF UNIVERSITY PARK (**COUP**)
CITY OF WILMER (**COW**)
TOWN OF HIGHLAND PARK (**TOHP**)
TOWN OF SUNNYVALE (**TOS**)
DALLAS COUNTY PARK CITIES MUNICIPAL UTILITY DISTRICT (**DCPCMUD**)
DALLAS COUNTY WCID #6 (**DCWCID#6**)
DALLAS COUNTY COMMUNITY COLLEGE DISTRICT (**DCCCD**)
CARROLLTON-FARMERS BRANCH INDEPENDENT SCHOOL DISTRICT (**CFBISD**)
CEDAR HILL INDEPENDENT SCHOOL DISTRICT (**CHISD**)
COPPELL INDEPENDENT SCHOOL DISTRICT (**CPISD**)
DALLAS INDEPENDENT SCHOOL DISTRICT (**DISD**)
DESOTO INDEPENDENT SCHOOL DISTRICT (**DeISD**)
DUNCANVILLE INDEPENDENT SCHOOL DISTRICT (**DuISD**)
GARLAND INDEPENDENT SCHOOL DISTRICT (**GISD**)
GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT (**GPISD**)
HIGHLAND PARK ISD (**HPISD**)
IRVING INDEPENDENT SCHOOL DISTRICT (**IISD**)
LANCASTER INDEPENDENT SCHOOL DISTRICT (**LISD**)
MESQUITE INDEPENDENT SCHOOL DISTRICT (**MISD**)
RICHARDSON INDEPENDENT SCHOOL DISTRICT (**RISD**)
SUNNYVALE INDEPENDENT SCHOOL DISTRICT (**SUISD**)

FOR THE CONDUCT OF A JOINT ELECTION
TO BE HELD SATURDAY, MAY 12, 2012

TO BE ADMINISTERED BY THE DALLAS COUNTY ELECTIONS DEPARTMENT (DCED)

1. **JURISDICTION AND PARTICIPATING POLITICAL SUBDIVISIONS**

- 1.1 The Town of Addison (**TOA**) plans to hold a General Municipal Election May 12, 2012 for 4 City Council Members at-large in TBD Dallas County voting precincts. The City of Balch Springs (**COBS**) plans to hold a General Municipal Election on May 12, 2012 for City Councilmember Places 2, District 4 and 6 in TBD Dallas County voting precincts. The City of Carrollton (**COC**) plans to hold a General Municipal Election for City Councilmember Places 1, 3, 5 and 7 in TBD Dallas County voting precincts and TBD Denton County voting precincts. The City of Cedar Hill (**COCdH**) plans to hold a General Municipal Election for City Councilmember Places 1 and 4 on May 12, 2012 in TBD Dallas County voting precincts and TBD Ellis County voting precinct. The City of Cockrell Hill (**COCKH**) plans to hold a General Municipal Election on May 12, 2012 for Alderman Places 1, 2 and a Mayoral Position in TBD Dallas County voting precinct. The City of Coppell (**COCp**) plans to hold a General Municipal Election on May 12, 2012 for City Councilmember Places 2, 4, 6 and a Mayoral position in TBD Dallas County voting precincts and TBD Denton County voting precinct. The City of DeSoto (**CODE**) plans to hold a General Municipal Election on May 12, 2012 for City Councilmember Places 6 and 7 in TBD Dallas County voting precincts. The City of Duncanville (**CODu**) plans to hold a General Municipal Election on May 12, 2012 for City Councilmember Districts 2, 4 and a Mayoral Position in TBD Dallas County voting precincts. The City of Farmers Branch (**COFB**) plans to a General Municipal Election on May 12, 2012 for City Councilmember Place 3 and 5 in TBD Dallas County voting precincts. The City of Garland (**COG**) plans to hold a General Municipal Election for City Councilmember Districts Place 1, 2, 4 and 5 and 1 Proposition in TBD Dallas County voting precincts and TBD Collin County voting precincts. The City of Glenn Heights (**COGH**) plans to hold a General Municipal Election on May 12, 2012 for City Councilmember Place 1, 3 and 5 in TBD Dallas County Precinct and TBD Ellis County Precinct. The City of Grand Prairie (**COGP**) plans to hold a General Municipal Election on May 12, 2012 for City Councilmember Districts 5, 6 and Place 8 at-large and 1 proposition in TBD Dallas County voting precincts and TBD Ellis County voting precinct. The City of Hutchins (**COH**) plans to hold a General Municipal Election on May 12, 2012 for two (2) City Councilmembers and a Mayoral position in TBD Dallas County voting precincts. The City of Irving (**COI**) plans to hold a General Municipal Election on May 12, 2012 for City Councilmember District 4 and 6 – single member districts, District 8 – at large in TBD Dallas County voting precincts. The City of Lancaster (**COL**) plans to hold a General Municipal Election on May 12, 2012 for a Mayoral Position in TBD Dallas County voting precincts. The City of Mesquite (**COM**) plans to hold a General Municipal Election on May 12, 2012 for City Councilmember Places 3, 4 and 5 in TBD Dallas County voting precincts and (TBD) Kaufman County voting precincts. The City of Sachse (**COSa**) plans to hold a General Election on May 12, 2012 for City Councilmember Places 1 and 2 in TBD Dallas County voting precincts and (TBD) Collin County voting precincts. The City of Seagoville (**COSe**) plans to hold a General Municipal Election on May 12, 2012 for City Councilmember Places 1, 3 and 5 in TBD Dallas County voting precincts and TBD Kaufman County voting precinct. The City of University Park (**COUP**) plans to hold a General Municipal Election on May 12, 2012 for four (4) Councilmember seats at large and a Mayoral position in TBD Dallas County voting precincts. The City of Wilmer (**COW**) plans to hold a General Municipal Election on May 12, 2012 for two (2) City Council Members at-large and a Mayoral position in TBD Dallas County voting precinct. The Town of Highland Park (**TOHP**) plans to hold a General Municipal election on May 12, 2012 for five (5) Town Council Member seats at large and a Mayoral position in TBD Dallas County voting precincts. The Town of Sunnyvale (**TOS**) plans to hold a General Election on May 12, 2012 for three

(3) Councilmembers seats in TBD Dallas County voting precinct. The Dallas County Park Cities Municipal Utility District (**DCPCMUD**) plans to hold an election on May 12, 2012 for three (3) Directors positions Place 2 District 4 and 6 in TBD Dallas County voting precincts. The Dallas County Water Control and Improvement District #6 (**DCWCID#6**) plans to hold an election on May 12, 2012 for three (3) Board Members at large in TBD Dallas County voting precincts. The Dallas County Community College District (**DCCCD**) plans to hold a Board of Education Trustees election on May 12, 2012 for District 1, 5 unexpired term and 7 in TBD Dallas County voting precincts located wholly or partially within the District.

1.2 The Carrollton Farmers Branch Independent School District (**CFBISD**) plans to hold a Board of Education Trustee Election on May 12, 2012 for Places 3 and 4 in TBD Dallas County voting precincts and TBD Denton County voting precincts located wholly or partially within the District. The Cedar Hill Independent School District (**CHISD**) plans to hold a Board of Education Trustee Election on May 12, 2012 for Places 6 and 7 in TBD Dallas County voting precincts located wholly or partially within the District. The Coppell Independent School District (**CpISD**) plans to hold a Board of Education Trustee Election on May 12, 2012 for Places 6 and 7 in TBD Dallas County voting precincts located wholly or partially within the District. The Dallas Independent School District (**DISD**) plans to hold a Board of Education Trustee Election on May 12, 2012 for Places 1, 3, and 9 in TBD Dallas County voting precincts located wholly or partially within the District. The DeSoto Independent School District (**DeISD**) plans to hold a Board of Education Trustee Election on May 12, 2012 for Places 6 and 7 in TBD Dallas County voting precincts located wholly or partially within the District. The Duncanville Independent School District (**DuISD**) plans to hold a Board of Education Trustee Election on May 12, 2012 for Places 6 and 7 in TBD Dallas County voting precincts located wholly or partially within the District. The Garland Independent School District (**GISD**) plans to hold a Board of Education Trustee Election on May 12, 2012 for Places 6 and 7 in TBD Dallas County voting precincts located wholly or partially within the District. The Grand Prairie Independent School District (**GPISD**) plans to hold a Special Bond Election and a Board of Education Trustee Election for Places 5, 6 and 7 on May 12, 2012 in TBD Dallas County voting precincts located wholly within the District. The Highland Park Independent School District (**HPISD**) plans to hold a Board of Education Trustee Election on May 12, 2012 for Districts 1 and 2 in TBD Dallas County voting precincts located wholly or partially within the District. The Irving Independent School District (**IISD**) plans to hold a Board of Education Trustee Election on May 12, 2012 for Places 3 and 4 in TBD Dallas County voting precincts located wholly or partially within the District. The Lancaster Independent School District (**LISD**) plans to hold a Board of Education Trustee Election on May 12, 2012 for Districts 1 and 2 in TBD Dallas County voting precincts located wholly or partially within the District. The Mesquite Independent School District (**MISD**) plans to hold a Board of Trustee Election on May 12, 2012 for Places 6 and 7 in TBD Dallas County voting precincts located wholly or partially within the District. The Richardson Independent School District (**RISD**) plans to hold a Board of Education Trustee Election on May 12, 2012 for Places 1 and 2 in TBD Dallas County voting precincts located wholly or partially within the District. The Sunnyvale Independent School District (**SuISD**) plans to hold a Board of Education Trustee Election on May 12, 2012 for Places 3, 4 and 5 in TBD Dallas County voting precinct located wholly or partially within the District.

1.3 A list of each election precinct or partial election precinct (each precinct unit) involved in the Joint

Election, together with the name of the participating political subdivision holding an election in that precinct unit, and the number of registered voters in that precinct unit, is shown in Attachment "E". DCED will forward an updated and amended version of Attachment "E" to each participating political subdivision showing registered voters as of the deadline for registering to vote in the elections listed in Section 1 of this Election Services Contract and Joint Election Agreement.

2. **ADMINISTRATION AND STATUTORY AUTHORITY**

2.1 Antoinette "Toni" Pippins-Poole (hereafter referred to as Toni Pippins-Poole) is the duly appointed County Elections Administrator of Dallas County, Texas and the Department Head of the Dallas County Elections Department (DCED). As such, Mrs. Pippins-Poole is the County Election Officer of Dallas County, Texas and is thereby authorized by Subchapter D of Chapter 31 of Title 3 of the Texas Election Code to enter into this joint election agreement and election services contract with the contracting authorities of the participating political subdivisions listed in Section 1 of this contract.

2.2 The contracting authorities of the political subdivisions listed in Section 1 of this joint election agreement and election services contract are hereby participating in the joint election to be held in Dallas County, Texas on May 12, 2012 pursuant to Chapter 271 of Title 16 of the Texas Election Code and are hereby contracting with the Elections Administrator of Dallas County, Texas to perform the election services set forth herein pursuant to Subchapter D of Chapter 31 of Title 3 of the Texas Election Code.

2.3 DCED agrees to coordinate, supervise and handle all aspects of administering the Joint Election in accordance with the provisions of the Texas Election Code and as outlined in this agreement. Each contracting authority of each participating political subdivision agrees to pay DCED for equipment, supplies, services and administrative costs as outlined in this agreement. DCED will serve as administrator for the election; however, each participating political subdivision remains responsible for the lawful conduct of their respective election.

3. **LEGAL DOCUMENTS**

3.1 Each participating political subdivision will be responsible for preparation, adoption and publication of all required election orders, resolutions, notices and any other pertinent documents required by their respective governing bodies.

3.2 Each participating entity will be responsible for making the submission required by the Federal Voting Rights Act of 1965, as amended, with regard to administration of the Joint Election. A copy of the submission will be furnished to DCED by each participating political subdivision. Any other changes which require preclearance by the U.S. Department of Justice will be the responsibility of each participating political subdivision. Preparation of necessary bilingual materials for notices and preparation of the text for the official ballot will also be the responsibility of each participating political subdivision. Each participating political subdivision will provide a copy of their respective election notices and justice submission to DCED.

4. **DIRECT RECORD VOTING SYSTEM/OPTICAL SCAN**

- 4.1 Each participating political subdivision agrees that voting at the Joint Election will be by use of a direct record and optical scan voting system approved by the Secretary of State in accordance with the Texas Election Code. DCED will be responsible for the preparation of programs and the testing of the direct record system and optical scan system used for tabulating the ballots. Testing of the direct record equipment will be conducted at the Elections Department, 2377 N. Stemmons Frwy, Suite 820, Dallas beginning Tuesday, April 24, 2012 at 10:00 am and testing of the optical scan equipment will be conducted at the Election Equipment Warehouse, 1506 East Langdon Road, Hutchins beginning Thursday, April 12, 2012 at 10:00 am, and before ballots are tabulated at the scheduled polling locations listed in Section 13 of this contract and Attachment "B" by the presiding judges. At least 48 hours before the date and hour of the first testing of each type of equipment, DCED shall publish a newspaper notice of the date, hour, and place of the testing. DCED agrees to establish ten (10) regional sites and a central counting station to receive and tabulate the voted ballots and provisional ballots as outlined in Section 9 of this agreement.
- 4.2 DCED agrees to provide direct record tabulators, precinct tabulators, and voting booths for the Joint Election. The Gemini voting booth allocation will be based on providing one (1) Gemini for each 300 registered voters in each election precinct unit, not to exceed six (6) Gemini voting booths in any given precinct unit, one (1) Americans with Disabilities Act (ADA) Terminal per location, one (1) precinct tabulator in any given precinct unit, and not to exceed at any given time eight (8) iVotronics and two (2) Master PEB's per early voting location.
- 4.3 It is estimated that TBD geminis, TBD precinct tabulators, TBD iVotronics, TBD ADA Terminals, and TBD Master PEB's will be needed to conduct the May 12, 2012 Joint Election. The cost of the direct record voting system for the election will be determined by multiplying the total number of iVotronics by \$250.00 each, ADA Terminals by \$300.00 each, and Master PEB's at no cost each. The cost for the use of the gemini voting booths will be \$35.00 each. The cost for the use of the precinct tabulators will be \$468.00 each (See Attachment "A"). It is agreed by all of the participating political subdivisions that ADA voting terminals will be used during the Joint Election in accordance with the Help America Vote Act of 2002 (HAVA), and that the said terminals will be part of the Joint Election Agreement.

5. **VOTING LOCATION**

- 5.1 DCED will select and arrange for the use of and payment for all voting locations, subject to the approval of each participating political subdivision. Voting locations will be, whenever possible, the usual voting locations for the precincts. Voting precincts may be combined by mutual agreement between the participating authorities. The proposed voting locations are listed in Attachment "B" of this agreement. In the event a voting location is not available, DCED will arrange for use of an alternate location with the approval of each participating political subdivision affected by the change. DCED will be responsible for submitting any polling location changes to the Department of Justice for pre-clearance. DCED will notify each participating political subdivision of any changes from the locations listed in Attachment "B".

5.2 DCED will send each participating political subdivision a final version of Attachment "B", as amended which reflects the actual locations to be used on the day of the election. DCED will send a written notice by U.S. Mail to any registered voter whose precinct polling place location has changed since the preceding election ordered by each political subdivision.

6. ELECTION JUDGES, CLERKS AND OTHER ELECTION PERSONNEL

6.1 DCED will be responsible for the appointment of the presiding judge and alternate for each polling location subject to the approval of each participating political subdivision. DCED shall arrange for the training of all presiding judges, alternate judges and clerks. The proposed election judges and alternates are listed in Attachment "C" of this agreement. If a person is unable or unwilling to serve, DCED will name a judge for the precinct and notify each participating political subdivision affected by the change.

6.2 In compliance with the Federal Voting Rights Act of 1965, as amended, precincts containing more than 5% Hispanic population, according to the 2010 census statistics, are required to have interpreter assistance. If a presiding judge of such a precinct is not bilingual and is unable to hire a bilingual clerk, DCED may recommend an individual to provide interpreter assistance. If DCED is unable to recommend an individual to provide interpreter assistance for such a precinct, DCED shall notify the participating political subdivision which shall then be responsible for recommending an individual to provide interpreter assistance for such a precinct. In the event that a bilingual clerk is hired by DCED for a precinct required to have interpreter assistance, the bilingual clerk shall be paid according to a rate set by DCED. DCED shall then charge that expense to the funds deposited with the Dallas County Treasurer for the conduct of the elections listed in Section 1 of this joint election agreement and election services contract. A participating political subdivision may pay a greater amount of money to a bilingual clerk than the rate set by DCED, however that expense shall be borne by that participating political subdivision individually and that expense shall not be charged to the funds deposited with the Dallas County Treasurer for the conduct of the elections listed in Section 1 of this agreement.

6.3 If a participating political subdivision recommends a person not listed in Attachment "C", and that recommendation conflicts with the recommendation from any of the other entities involved in the election in that precinct, DCED will conduct a drawing by lot from the recommendations to determine the election judge. Once a person has been notified of his/her selection as election judge, no changes may be made by any of the participating authorities.

6.4 DCED will send each of the joint participating political subdivisions an updated version of Attachment "C" which reflects the names of judges who were sent the letter requesting service for this election. A final version for Attachment "C" which reflects the name of the judges who actually presided on the day of the election will be sent to each participating political subdivision.

- 6.5 DCED will hold two (2) public schools of instruction on the use of optical scan card voting equipment, ADA terminals and election laws on Saturday, May 5, 2012 from 10am – 12pm, and Thursday, May 10, 2012, from 7pm -9pm in the Central Jury Room, Frank Crowley Courthouse, 133 N. Industrial Blvd, Dallas, Texas 75207. Election Judge training labs are scheduled for Thursday, May 3, 2012 from 10am – 4pm, Saturday, May 5, 2012 from 9am – 4pm, Tuesday, May 8, 2012 6pm – 9pm, Friday, May 11, 2012 from 10am – 2pm at 2377 N. Stemmons Frwy. 8th Floor, Dallas, Texas 75207. No election judge will be appointed unless he/she has attended an election judge training session taught by DCED in the past eighteen (18) months and on the optical scan and direct record systems. However, participating entities may request that judges appointed for the Joint Election should attend one of the scheduled training sessions.

The election judges are responsible for picking up election supplies at the time and place determined by DCED (which will be set forth in the election judge letter requesting service for this election). Each election judge will receive \$9.00 per hour and each clerk will receive \$8.00 per hour (for a maximum of 14 hours). The election judge will receive an additional \$25.00 for picking up the election supplies prior to Election Day and for delivering election returns and supplies to their designated regional drop off site.

- 6.7 DCED will employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies and equipment assistance during the period of early voting and on election day, and for the efficient tabulation of ballots at the central counting station and regional sites. Part-time personnel will be paid an amount agreed to by the participating authorities as outlined in Attachment "A". Part-time personnel working in support of the central counting station and regional sites on election night will receive pay for at least four hours, minimum call for service, regardless of the actual hours worked. (Attachment F)

7. SUPPLIES AND PRINTING

- 7.1 DCED will arrange for all election supplies and election printing, including, but not limited to, all forms, signs and other materials used by the election judges at the voting locations.
- 7.2 DCED will provide maps, if necessary, instructions and other information needed to enable the election judges to conduct a proper election.
- 7.3 Each participating political subdivision shall furnish to DCED a list of candidates and/or propositions showing the order and the exact manner in which their candidate names and/or proposition(s) in both English and Spanish as they are to appear on the official ballot. The list will be delivered to DCED as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating political subdivision will be responsible for proofreading and approving the ballot in so far as it pertains to that authority's candidates and/or propositions.

8. OPTICAL SCAN CARD BALLOTS

- 8.1 The ballot allocation for this election is based on providing enough ballots in every reporting precinct to handle the same turnout as in comparable elections plus thirty-five percent 35% of that number, for an original allocation of no less than 25% of the registered voters.
- 8.2 Approximately 5,000 additional ballots will be available for Early Voting by Mail and for use on Election Day to respond to any precinct requesting additional ballots.

9. RETURNS OF ELECTIONS

- 9.1 DCED will be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.
- 9.2 The participating authorities hereby, in accordance with Section 127.002, 127.003 and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Manager - Toni Pippins-Poole
Dallas County
Elections Administrator

Tabulating Supervisor – Jana Onyon
Central Counting Station

Presiding Judge - David Hay
Dallas County Community College District

- 9.3 The manager or her representative will deliver timely cumulative reports of the election results as precincts are tabulated. The manager will be responsible for releasing cumulative totals and precinct returns from the election to the joint participating political subdivisions, candidates, press, and general public by distribution of hard copies or electronic transmittals (where accessible). DCED will operate an election result center to release election results in the Health and Human Services Building, 2377 N. Stemmons Frwy, Suite 820, Dallas, Texas. Any participating political subdivision, upon request, may require release of returns be given only at a specified location other than from the result center. Any participating entity that would like the DCED web-site linked to their web-site, must provide their web-site address to the Central Counting Station Manager.
- 9.4 DCED will prepare the unofficial canvass report after all precincts have been counted, and will deliver a copy of the unofficial canvass to each participating political subdivision as soon as possible after all returns, provisional ballots, and late overseas ballots have been tabulated, but in no event no later than 10:00 A.M. Friday, May 19, 2012. All participating authorities will be responsible for the official canvass of their respective elections.

- 9.5 DCED will be responsible for conducting the post election manual recount, unless a waiver is given from the Secretary of State in accordance with Section 127.201 of the Texas Election Code. Notification and copies of the recount, if waiver is denied, will be provided to each participating political subdivision and the Secretary of State's Office. Each political subdivision must notify DCED if such a waiver has been granted or denied twenty (20) days before the election.

10. ELECTION EXPENSES

- 10.1 The participating authorities agree to share the costs of administering the May 12, 2012 Joint Election. A general supervisory fee not to exceed 10% of the total cost of the election shall be assessed as authorized by the Texas Election Code, Sec. 31.100. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on average cost per polling place (unit cost) as determined by adding together the overall expenses and dividing expenses equally among the total number of polling places. Any participating political subdivisions requesting a combination of polling places which exceeds the average cost (Unit Cost), shall be billed directly for any excess expenditures (supplies, equipment, personnel, etc.). **The cost of any special request from a participating political subdivision, which is not agreed upon by all participating political subdivisions, shall be borne by the participating political subdivision making the special request.** Each participating political subdivision agrees that no participating political subdivision shall be billed less than the minimum of one full unit cost. See Attachment "A".
- 10.2 The expenses for early voting by mail and personal appearance will be paid equally by each participating political subdivision, unless otherwise agreed by the participating authorities and the Dallas County Elections Department
- 10.3 Final election expenses will be determined within 120 business days after the election. DCED will provide each participating political subdivision with a final accounting in writing of all funds deposited into the Joint Election account and an accounting of all payments from the Joint Election account.
- 10.4 If additional funds are needed, DCED will bill each participating political subdivision in accordance with the expense formula enumerated herein. Any amount remaining will be refunded accordingly to each participating political subdivision.

11. DEPOSIT OF FUNDS

- 11.1 Each participating political subdivision agrees to deposit with the Dallas County Treasurer's Office, by no later than Tuesday, February 28, 2012 a sum equal to 50% of the total estimated cost of election expenses to be paid to Dallas County as administrator of the Joint Election, and the remaining 50% is due by February 28, 2012; however, any participating entity may pay the total sum on or before February 28, 2012. Entities being billed for a minimum full unit cost are required to deposit the total sum due no later than Friday, March 23, 2012. Such funds will be placed in a joint election account to be used by the County for paying expenses as outlined in this agreement. No funds will be expended by Dallas County except for supplies and services outlined in this agreement, or except as may be agreed to, in writing, by each participating

political subdivision. No adjustments will be made to deposits for partial withdrawals after contract has been signed by all participating authorities.

11.2 The amounts to be deposited are as follows (calculated on the basis of a cost of TBD (per polling place):

Entity	February 28, 2012	March 23, 2012
TOA	TBD	TBD
COBS	TBD	TBD
COC	TBD	TBD
COCdH	TBD	TBD
COCKH	TBD	TBD
COP	TBD	TBD
CODe	TBD	TBD
CODu	TBD	TBD
COFB	TBD	TBD
COG	TBD	TBD
COGH	TBD	TBD
COGP	TBD	TBD
COH	TBD	TBD
COI	TBD	TBD
COL	TBD	TBD
COM	TBD	TBD
COSa	TBD	TBD
COSe	TBD	TBD
COUP	TBD	TBD
COW	TBD	TBD
TOHP	TBD	TBD
TOS	TBD	TBD
DCPMUD	TBD	TBD
DCWCID#6	TBD	TBD
DCCCD	TBD	TBD
CFBISD	TBD	TBD
CHISD	TBD	TBD
CPISD	TBD	TBD
DISD	TBD	TBD
DeISD	TBD	TBD
DuISD	TBD	TBD
GISD	TBD	TBD
GPISD	TBD	TBD
HPISD	TBD	TBD
IISD	TBD	TBD
LISD	TBD	TBD
MISD	TBD	TBD
RISD	TBD	TBD
SISD	TBD	TBD

Total deposit TBD

Deposits should be delivered within the mandatory time frame to:

Joe Wells
Dallas County Treasurer
303 Records Building
509 Main Street
Dallas, Texas 75202

12. RECORDS OF THE ELECTION

12.1 Toni Pippins-Poole, County Elections Administrator, is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

12.2 Access to the election records will be available to each participating political subdivision as well as to the public in accordance with the Texas Public Information Act, Chapter 552, Government Code, at the Elections Department, 2377 N. Stemmons Frwy, Suite 820, Dallas, Texas, at any time during normal business hours. DCED shall ensure that the records are maintained in an orderly manner, so that records are clearly identifiable and retrievable per records storage container. However, access to election records that contain confidential information that must be redacted pursuant to federal or state law may be provided at the offices of the Civil Division of the Criminal District Attorney's Office of Dallas County, Texas at 411 Elm Street, 5th Floor, Dallas, Texas.

12.3 Pursuant to Section 66.058 of the Texas Election Code, DCED will retain the election records for 60 days after the date of the election. 60 days after the date of the election, DCED will make arrangements to deliver the Joint Election records to Dallas County Record Storage. The Joint Election records will then become the responsibility of Dallas County Record Storage for the remainder of the 6 month preservation period. Dallas County Record Storage will be responsible for the destruction of the Joint Election records after the preservation period. DCED will provide each entity a letter of destruction.

13. EARLY VOTING

13.1 Toni Pippins-Poole, County Elections Administrator, is appointed the early voting clerk for all of the participating political subdivisions in compliance with Sections 271.006 of the Texas Election Code. Other deputy early voting judges/clerks will be appointed, subject to the approval of the contracting authorities of the participating political subdivisions, as needed to process early voting mail and to conduct early voting at the main location and branch locations. If a participating political subdivision recommends a person not listed in Attachment "D", and that recommendation conflicts with the recommendation from any of the other entities involved in the election in that precinct, DCED will conduct a drawing by lot from the recommendations to determine the deputy early voting judge/clerk. Once a person has been notified of his/her selection as deputy early voting judge/clerk, no changes may be made by any of the participating authorities.

The recommended deputy early voting judges/clerks for the main and branch early voting locations are listed in Attachment "D". DCED shall request the Dallas County Human Resource Department to conduct a criminal background check of election officials, staff and temporary workers who are hired to work in this election.

- 13.2 Early voting by personal appearance will be conducted at the main and branch locations on weekdays beginning Monday, April 30, 2012 and continuing through Friday, May 4, 2012 between 8:00 A.M. and 5:00 P.M.; Saturday, May 5, 2012 between 8:00 A.M. and 5:00 P.M.; Sunday, May 6, 2012, between 1:00 P.M. and 6:00 P.M.; Monday, May 7, 2012 and continuing through Tuesday, May 8, 2012 between 7:00 A.M. and 7:00 P.M.

Any qualified voter for the Joint Election may vote early by personal appearance at either the main early voting location or branch locations.

MAIN EARLY VOTING POLLING PLACE:

DALLAS COUNTY RECORDS BUILDING
509 Main Street
Dallas 75202

EARLY VOTING BRANCH POLLING PLACES:

ADDISON FIRE STATION #1
4798 AIRPORT PARKWAY
ADDISON, TEXAS 75001

AUDELIA ROAD LIBRARY
10045 AUDELIA ROAD
DALLAS, TEXAS 75238

BALCH SPRINGS CITY HALL
3117 HICKORY TREE
BALCH SPRINGS, TEXAS 75180

CEDAR HILL GOV'T CENTER
285 UPTOWN BLVD
CEDAR HILL, TEXAS 75104

COCKRELL HILL CITY HALL
4125 WEST CLAREDON
COCKRELL HILL, TEXAS 75211

COPPELL TOWN CENTER
255 WEST PARKWAY BLVD
COPPELL, TEXAS 75019

CROSSWINDS HIGH SCHOOL
1100 N. CARRIER PKWY
GRAND PRAIRIE, TEXAS 75050

DALLAS COUNTY WCID#6
13503 ALEXANDRIA ROAD
BALCH SPRINGS, TX 75180

DALLAS WEST LIBRARY
2332 SINGLETON BLVD
DALLAS, TEXAS 75212

DESOTO TOWN CENTER LIBRARY
211 E PLEASANT RUN RD
DESOTO, TEXAS 75115

DUNCANVILLE LIBRARY
201 JAMES COLLINS
DUNCANVILLE, TEXAS 75116

FARMERS BRANCH CITY HALL
13000 WILLIAM DIDSON PKWY
FARMERS BRANCH, TEXAS 75234

FRETZ PARK LIBRARY
6990 BELT LINE ROAD
DALLAS, TEXAS 75254

GARLAND CITY HALL
200 N. FIFTH ST.
GARLAND, TEXAS 75040

GLENN HEIGHTS CITY HALL
1938 SOUTH HAMPTON ROAD
GLENN HEIGHTS, TEXAS 75154

GRAUWYLER RECREATION CENTER
7780 HARRY HINES BLVD
DALLAS, TEXAS 75235

HUTCHINS CITY HALL
321 N. MAIN ST.
HUTCHINS, TEXAS 75141

IRVING CITY HALL
825 W. IRVING BLVD.
IRVING, TEXAS 75060

JOSEY RANCH LIBRARY
1700 KELLER SPRINGS
CARROLLTON, TEXAS 75006

LAKESIDE ACTIVITY CENTER
101 HOLLEY PARK DRIVE
MESQUITE, TEXAS 75149

LANCASTER LIBRARY
1600 VETERANS MEMORIAL PKWY
LANCASTER, TEXAS 75134

LOCHWOOD LIBRARY
11221 LOCHWOOD BLVD
DALLAS, TEXAS 75218

MARSH LANE BAPTIST CHURCH
10716 MARSH LANE
DALLAS, TEXAS 75229

MARTIN LUTHER KING CORE BLDG
2922 MLK BLVD.
DALLAS, TEXAS 75215

MARTIN WEISS RECREATION CENTER
1111 MARTINDELL
DALLAS, TEXAS 75211

OAK CLIFF SUB-COURTHOUSE
410 S. BECKLEY
DALLAS, TEXAS 75203

OUR REDEEMER LUTHERAN CHURCH
7611 PARK LANE
DALLAS, TEXAS 75225

PRAIRIE CREEK LIBRARY
9609 LAKE JUNE ROAD
DALLAS, TEXAS 75217

RICHARDSON CIVIC CENTER
411 W ARAPAHO ROAD
RICHARDSON, TEXAS 75080

ROWLETT CITY HALL ANNEX
4004 MAIN STREET
ROWLETT, TEXAS 75088

SACHSE CITY HALL
3815-B SACHSE ROAD
SACHSE, TEXAS 75048

SEAGOVILLE CITY HALL
702 N HWY 175
SEAGOVILLE, TEXAS 75159

ST. LUKE COMMUNITY LIFE CENTER
6211 EAST GRAND AVE
DALLAS, TEXAS 75223

SUNNYVALE TOWN HALL
127 N COLLINS RD
SUNNYVALE, TEXAS 75182

VALLEY RANCH LIBRARY
401 CIMMARON TRAIL
IRVING, TEXAS 75063

VETERANS MEDICAL CENTER (MAIN LOBBY)
4500 S LANCASTER
DALLAS, TEXAS 75216

WILMER COMMUNITY CENTER
101 DAVIDSON PLAZA
WILMER, TEXAS 75172

EARLY VOTING TEMPORARY BRANCH VOTING PLACES:

UNIVERSITY PARK TOWN HALL
3800 UNIVERSITY BLVD
UNIVERSITY PARK, TEXAS 75205

HIGHLAND PARK ISD ADMIN BLDG
7015 WESTERCHESTER DR
HIGHLAND PARK, TEXAS 75205

April 30 – (Monday – Friday) May 4, 2012

8:00 AM – 4:30 PM

May 7 – (Monday – Tuesday) May 8, 2012

7:00 AM – 7:00 PM

13.3 All requests for early voting ballots by mail that are received by participating authorities will be transported by runner on the day of receipt to the Dallas County Elections Department, 8th Floor, Health and Human Service Building, 2377 N. Stemmons Frwy, Dallas, Texas 75207 for processing. Persons voting by mail will send their voted ballots to the Dallas County Elections Department.

13.4 All early voting ballots will be prepared for counting by an Early Voting Ballot Board appointed in accordance with Subchapter A of Chapter 87 of the Texas Election Code. Each participating political subdivision will appoint one member to the board/ committee and will notify DCED of the person's name, telephone number and address no later than March 23, 2012. The participating political subdivisions agree to appoint SeGwen Tyler as presiding judge of the early voting ballot board.

13.5 A signature verification committee will be appointed in accordance with Section 87.027 of the Texas Election Code. A list of the members of the signature verification committee will be furnished to each participating political subdivision.

14. ELECTION REPORTS

14.1 DCED will be responsible for ensuring the delivery of the reports titled Early Voting Daily Vote Totals and Daily Early Voter Listing (Alphabetical by precinct) to each participating political subdivision each day of Early Voting for the previous day's voting activity. On the day after the conclusion of Early Voting, a Daily Early Voter Listing by precinct report inclusive of all days of Early Voting is to be delivered to each participating political subdivision. When possible, the Early Voters' reports will be delivered by electronic means via e-mail, facsimile, or website.

15. RUNOFF ELECTION

15.1 In the event a runoff is necessary, the date would be June 16, 2012 and the agreement will automatically be extended to cover the runoff, unless a participating political subdivision states in writing before Monday, May 14, 2012 that it does not wish to participate in a joint runoff. DCED will provide each participating political subdivision in the Joint Runoff Election with an estimate of funds to be deposited in a special joint runoff election account. The funds must be deposited no later than five (5) days after the runoff estimate figures are received from DCED.

16. CONTRACT WITHDRAWAL

16.1 Any contracting authority of any participating political subdivision that certifies their election in accordance with Section 2.051, 2.052 and 2.053 of the Texas Election Code, may withdraw from the Joint Election contract. Any expenditure incurred prior to withdrawal, which includes the additional rented voting equipment acquired that was discussed in the SB100 meeting on July 19, 2011 and the Joint Participants meeting on August 23, 2011, shall be billed separately and that participating political subdivision shall be removed from the contract. An addendum to the contract shall be provided to the remaining participating political subdivisions no later than five (5) days after notification of all intents to withdraw have been received in writing by DCED.

17. NOTICE

17.1 Whenever this agreement requires any consent, approval notice, request or demand, it must be in writing to be effective and shall be delivered to the party intended to receive it as shown below:

Address for notice to DCED:

Toni Pippins-Poole
Dallas County Elections Administrator
Elections Department – Eighth Floor
Health and Human Service Building – 2377 N. Stemmons Frwy
Dallas, Texas 75207
(214)819-6300

Addresses for notice to the participating political subdivisions:

Chris Terry, (TOA)

Town Secretary
5300 Beltline Road
Addison, Texas 75240
(972) 450-7017

Cindy Gross, (COBS)

City Secretary
3117 Hickory Tree Rd.
Balch Springs, Texas 75180
(972)557-6066

Ashley Mitchell, (COC)

City Secretary
1945 N. Jackson St.
Carrollton, Texas 75006
(972) 466-3021

Lyn Hill, (COCdH)

City Secretary
285 Uptown Blvd. Bldg. 100 4th Fl
Cedar Hill, Texas 75104
(972) 291-5100 ext. 1018

Brett Haney, (COCKH)

Chief Operating Officer
4125 W. Clarendon Dr.
Dallas, Texas 75211
(214) 330-6333

Christel Pettinos, (COCp)

City Secretary
255 Parkway Blvd
Coppell, Texas 75019
(972) 304-3670

Laura Hallmark, (CODE)

City Secretary
211 E. Pleasant Run Rd, Ste A
DeSoto, Texas 75115
(972) 230-9664

Dara Crabtree, (CODU)

City Secretary
203 E. Wheatland Road
Duncanville, Texas 75116
(972) 780-5017

Shanna Sims-Bradish, (COFB)

City Secretary
13000 William Dodson Pkwy
Farmers Branch, Texas 75234
(972) 919-2503

Elaine Simpson, (COG)

City Secretary
200 N. Fifth St.
Garland, Texas 75040
(972) 205-2404

Othel Murphree, (COGH)

City Secretary
1938 S. Hampton Road
Glenn Heights, Texas 75154
(972) 223-1690

Cathy DiMaggio (COGP)

City Secretary
317 W. College
Grand Prairie, Texas 75050
(972) 237-8039

Janis Daniels, (COH)
City Secretary
321 N. Main Street
Hutchins, Texas 75141
(972) 225-6121

Sonja Land, (COM)
City Secretary
1515 N. Galloway
Mesquite, Texas 75149
(972) 216-6401

Alice Holloway, (COW)
City Secretary
128 N. Dallas Ave
Wilmer, Texas 75172
(972) 441-6373

Larry McDaniel (DCPCMUD)
General Manager
1811 Regal Row
Dallas, Texas 75235
(214) 652-8639

Kim Lewis, (CHISD)
Chief Operating Officer
285 Uptown Blvd. Bldg. 300
Cedar Hill, Texas 75104
(972) 291-1581 ext. 4023

David Hay (DCCCD)
Legal Assistant / Elections Admin.
1601 S. Lamar
Dallas, Texas 75215
(214) 378-1701

Dr. Rene Barajas, (GISD)
Assistant Superintendent
for Business Operations
501 S. Jupiter
Garland, Texas 75042
(972) 487-3101

Nora Gonzalez, (IISD)
Secretary to Special Asst.
to Superintendent
2621 West Airport Frwy
Irving, Texas 75062-6020
(972) 600-5005

Judy Whitenton, (RISD)
Exec Asst. to Asst. Supt of Finance
400 S. Greenville Ave.
Richardson, Texas 75080
(469) 593-0331

Shanae Jennings, (COI)
Acting City Secretary
825 W. Irving Blvd
Irving, Texas 75060
(972) 721-2605

Terry Smith, (COS)
City Secretary
3815-B Sachse Rd
Sachse, Texas 75048
(972) 495-1212 ext. 23

Gail Kirby, (TOHP)
Town Secretary
4700 Drexel Drive
Highland Park, Texas 75205
(214) 521-4161

Don Hamon (DCWCID #6)
General Manager
13503 Alexander Rd.
Balch Springs, Texas 75180
(972) 286-1666

Kay Ryon, (CpISD)
Secretary to Superintendent
200 S. Denton Tap Road
Coppell, Texas 75019
(214) 496-8002

Ron Cagle, (DeISD)
Assistant Superintendent
200 E. Beltline Road
DeSoto, Texas 75115
(972) 223-6666 ext.234

Mike, Wallace, (GPISD)
Director of Purchasing
2602 S. Beltline Rd
Grand Prairie, Texas 75052
(972) 237-5592

Fran Allen, (LISD)
Asst. to Superintendent
422 S. Centre Ave
Lancaster, Texas 75146
(972) 218-1400

Doug Williams, (SISD)
Supt. of Schools
417 E. Tripp Rd
Sunnyvale, Texas 75182
(972) 226-5974

Dolle Downe, (COL)
City Secretary
211 N. Henry St.
Lancaster, Texas 75134
(972) 721-2605

Joy Hart, (COSe)
City Secretary
702 N. Hwy 175
Seagoville, Texas 75159
(972) 287-2050 ext. 123

Leslie Malone, (TOS)
City Secretary
127 Collins Road
Sunnyvale, Texas 75182
(972) 226-7177

Mark Hyatt, (CFBISD)
Asst. Supt. of Support Svcs
1445 N. Perry Rd
Carrollton, Texas 75006
(972) 968-6104

Deno Harris, (DISD)
Director of Board Services
3700 Ross Ave., Box 1
Dallas, Texas 75204
(972) 925-3720

Jennifer Wilson, (DUISD)
Chief Financial Officer
802 S. Main
Duncanville, Texas 75137
(972) 708-2029

Tim Turner, (HPISD)
Superintendent
7015 Westchester Drive
Dallas, Texas 75205
(214) 780-3016

Michael Coffey, (MISD)
Assistant Superintendent
Administrative Services
405 East Davis
Mesquite, Texas 75149
(972) 882-7313

18. LIABILITY FOR NEGLIGENCE

All parties agree to be responsible, in accordance with applicable state or federal law, each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this Contract without waiving any sovereign immunity, governmental immunity, statutory immunity, or other defenses available to the parties under federal or State law. **NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES.** All parties agree that any such liability or damages occurring during the performance of this Contract caused by the joint or comparative negligence of the parties, or their employees, agents or officers shall be determined in accordance with comparative responsibility laws of Texas, but only to the extent such laws are applicable to the party.

19. VENUE

Venue for any cause of action, injunction, or petition for extraordinary relief arising out of the performance of this contract shall lie exclusively in Dallas County, Texas.

20. SEVERABILITY

If any provision of this joint election contract and election services agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

21. ENTIRE CONTRACT

This joint election contract and election services agreement, including all Exhibits and attachments, constitutes the entire Contract between the parties and supersedes any other Contract concerning the subject matter of this transaction, whether oral or written.

22. ORDER OF PRECEDENCE

In the event of any inconsistency between the provisions of this joint election contract and election services agreement and any incorporated documents as described herein, all parties agree that the provisions of this Contract shall take precedence.

23. SIGNATORY WARRANTY

The Elections Administrator of Dallas County, Texas and all of the contracting authorities of all of the participating political subdivisions listed in Section 1 of this joint election contract and election services agreement represent that each has the full right, power and authority to enter and perform this Contract in accordance with all of the terms and conditions, and that the execution and delivery of this Contract has been made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Contract.

24. COUNTERPARTS.

This joint election contract and election services agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

APPROVED AS TO FORM*

TONI PIPPINS-POOLE
COUNTY ELECTIONS ADMINISTRATOR
DALLAS COUNTY, TEXAS

BEN STOOL
ASSISTANT CRIMINAL
DISTRICT ATTORNEY
CIVIL DIVISION
DALLAS COUNTY, TEXAS

*By law, the Criminal District Attorneys Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

ACCEPTED AND AGREED TO BY THE TOWN OF ADDISON:

APPROVED AS TO FORM: ATTEST:

RON WHITEHEAD,
CITY MANAGER

CHRIS TERRY,
TOWN SECRETARY/DEPUTY CITY MANAGER

**DATES AND TIMES OF EARLY VOTING FOR THE JOINT
ELECTION TO BE HELD ON SATURDAY, MAY 12, 2012**

01	ADDISON FIRE STATION #1	4798 AIRPORT PARKWAY	ADDISON	75001
02	BALCH SPRINGS CITY HALL	3117 HICKORY TREE	BALCH SPRINGS	75180
03	CEDAR HILL GOVERNMENT CENTER	285 UPTOWN BLVD	CEDAR HILL	75104
04	COCKRELL HILL CITY HALL	4125 WEST CLARENDON	COCKRELL HILL	75211
05	COPPELL TOWN CENTER	255 WEST PARKWAY BLVD	COPPELL	75019
06	CROSSWINDS HIGH SCHOOL	1100 N CARRIER PKWY	GRAND PRAIRIE	75050
07	DALLAS COUNTY WCID #6	13503 ALEXANDER RD	BALCH SPRINGS	75180
08	DALLAS WEST LIBRARY (Replaces West Dallas Multipurpose)	2332 SINGLETON BLVD	DALLAS	75212
09	DESOTO TOWN CENTER LIBRARY	211 E PLEASANT RUN	DESOTO	75115
10	DUNCANVILLE LIBRARY	201 JAMES COLLINS	DUNCANVILLE	75116
11	FARMERS BRANCH CITY HALL	13000 WILLIAM DODSON PKWY	FR BR	75234
12	FRETZ PARK LIBRARY	6990 BELT LINE RD	DALLAS	75254
13	GARLAND CITY HALL	200 N FIFTH	GARLAND	75040
14	GLENN HEIGHTS CITY HALL	1938 SOUTH HAMPTON ROAD	GLENN HEIGHTS	75154
15	GRAUWYLER PARK REC CTR	7780 HARRY HINES BLVD	DALLAS	75235
16	HUTCHINS CITY HALL	321 NORTH MAIN STREET	HUTCHINS	75141
17	IRVING CITY HALL	825 W IRVING BLVD	IRVING	75060
18	JOSEY RANCH LIBRARY	1700 KELLER SPRINGS	CARROLLTON	75006
19	LAKE HIGHLANDS NORTH REC CENTER (Replaces Audelia Road Library)	9940 WHITE ROCK TRAIL	DALLAS	75238
20	LAKESIDE ACTIVITY CENTER	101 HOLLEY PARK DR	MESQUITE	75149
21	LANCASTER VET. MEMORIAL LIBRARY	1600 VETERANS MEMORIAL PKWY	LANCASTER	75134
22	LOCHWOOD LIBRARY (Replaces Harry Stone Rec Center)	11221 LOCHWOOD BLVD	DALLAS	75218
23	MARSH LANE BAPTIST CHURCH	10716 MARSH LANE	DALLAS	75229
24	MARTIN LUTHER KING CORE BLDG	2922 MLK BLVD	DALLAS	75215
25	MARTIN WEISS REC CENTER	1111 MARTINDELL AVE	DALLAS	75211
26	OAK CLIFF SUB-COURTHOUSE	410 S BECKLEY	DALLAS	75203
27	OUR REDEEMER LUTHERAN CHURCH	7611 PARK LANE	DALLAS	75225
28	PRAIRIE CREEK LIBRARY (Replaces Pleasant Oaks Rec Center)	9609 LAKE JUNE ROAD	DALLAS	75217
29	RECORDS BUILDING	509 MAIN STREET	DALLAS	75225

30	RICHARDSON CIVIC CENTER	411 W ARAPAHO ROAD	RICHARDSON	75080
31	ROWLETT CITY HALL ANNEX	4004 MAIN STREET	ROWLETT	75088
32	SACHSE CITY HALL	5560 HIGHWAY 78	SACHSE	75048
33	SEAGOVILLE CITY HALL	702 NORTH HWY 175	SEAGOVILLE	75159
34	ST LUKE COMMUNITY LIFE CTR	6211 EAST GRAND AVE	DALLAS	75223
35	SUNNYVALE TOWN CENTER	127 NORTH COLLINS ROAD	SUNNYVALE	75182
36	VALLEY RANCH LIBRARY	401 CIMARRON TRAIL	IRVING	75063
37	VETERANS ADMIN MEDICAL CTR	4500 SOUTH LANCASTER ROAD	DALLAS	75216
38	WILMER COMMUNITY CENTER	101 DAVIDSON PLAZA	WILMER	75172

DATES AND TIMES OF EARLY VOTING

APR 30(MONDAY THROUGH FRIDAY) MAY 4	8 AM TO 5 PM
MAY 5(SATURDAY)	8 AM TO 5 PM
MAY 6(SUNDAY)	1 PM TO 6 PM
MAY 7(MONDAY AND TUESDAY) MAY 8	7 AM TO 7 PM

**DATES AND TIMES OF EARLY VOTING FOR THE PARK CITIES JOINT
ELECTION TO BE HELD ON SATURDAY, MAY 12, 2012**

1	HIGHLAND PARK ISD ADMIN BLDG	7015 WESTCHESTER DR	HIGHLAND PARK	75205
2	UNIVERSITY PARK CITY HALL	3800 UNIVERSITY BLVD	UNIVERSITY PK	75205

DATES AND TIMES OF EARLY VOTING

APRIL 30(MONDAY THROUGH FRIDAY) MAY 4, 2012	8:00 AM TO 4:30 PM
MAY 7(MONDAY AND TUESDAY) MAY 8, 2012	7:00 AM TO 7:00 PM

Council Agenda Item: #R 2c

AGENDA CAPTION:

Approval authorizing the City Manager to execute an agreement with Scodeller Construction, Inc in an amount not to exceed \$30,000 for the completion of joint and crack sealing on Quorum Drive.

FINANCIAL IMPACT:

This item is budgeted in the 2012 Streets operating budget.

BACKGROUND:

This project includes roadway joint and crack sealing on north and southbound lanes of Quorum Drive, between Westgrove Drive and Keller Springs Road.

The town recieved 3 quotes for this project. The low bid was submitted by Scodeller Construction, Inc.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Promote Quality Transportation Services

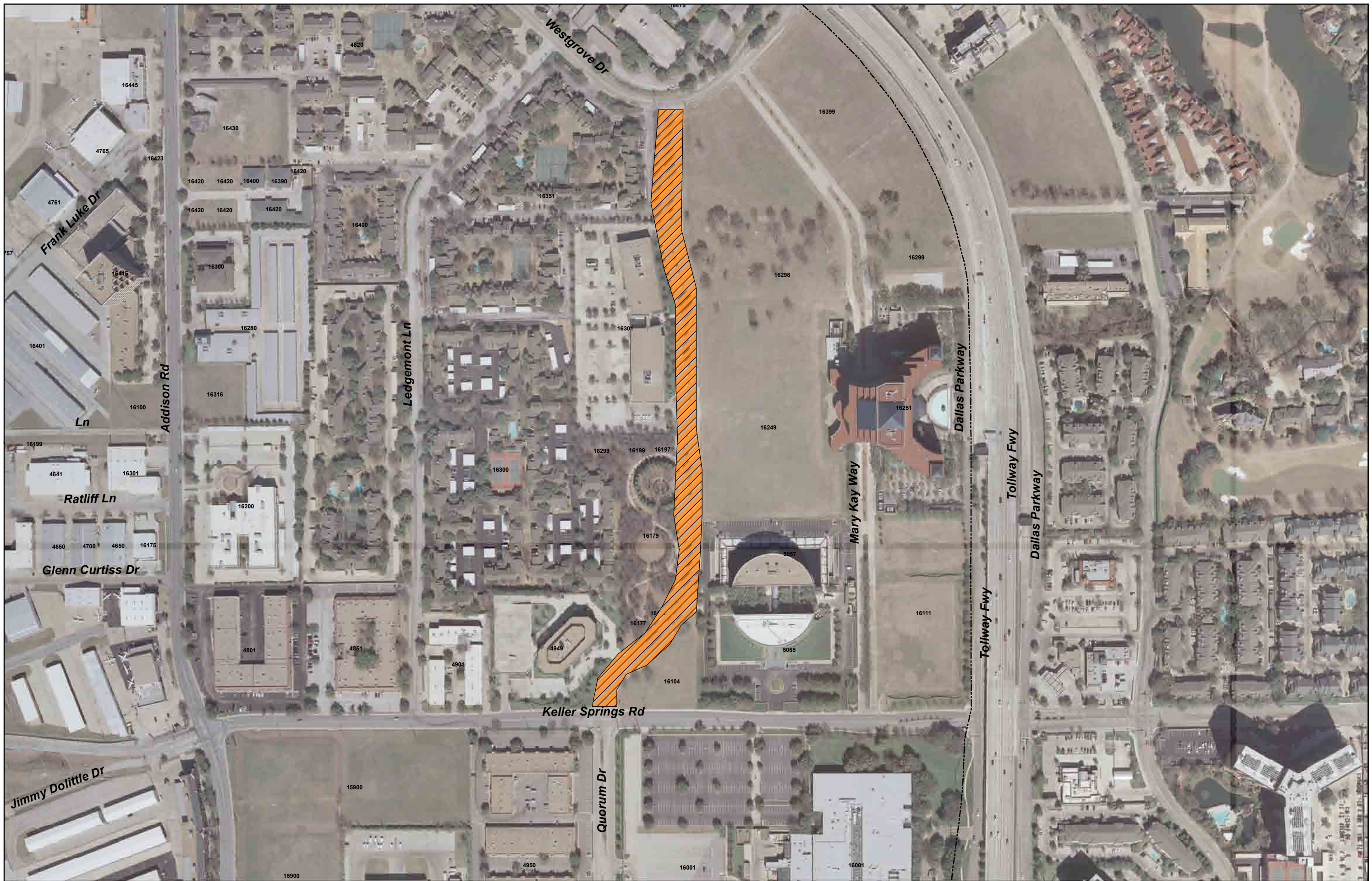
ATTACHMENTS:

Description:

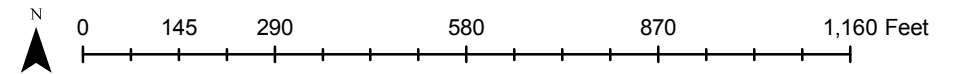
[Joint and Crack Sealing Map](#)

Type:

Backup Material



Aerial Photograph & Planimetric Data: 2009; Source: NCTCOG
Printed from PublicWorksMap.pmf (ArcReader document)



Council Agenda Item: #R 2d

AGENDA CAPTION:

Approval of a contract with Carruthers Landscape totaling \$45,398.10 for landscape and irrigation maintenance services.

FINANCIAL IMPACT:

Staff budgeted \$50,000 in the FY 2012 parks operations budget, which was approved as a Modified Level of Service Request.

BACKGROUND:

The scope of work covered under this contract includes turnkey landscape and irrigation maintenance for the Redding Trail extension, George H.W. Bush Elementary School, Vitruvian Way street medians, Vitruvian Park parking lot and the Savoye I and II streetcape. The scope of work is identical to the contract currently being held by American Landscape Systems for the turnkey maintenance of the Addison Circle District.

The square footage cost is consistent with that of the Addison Circle District. The Addison Circle District cost is 10 cents per foot, while this contract breaks out at 8 cents per foot.

Carruthers has successfully completed landscape work for the Town, as well as, for the cities of Richardson, Plano and Rowlett.

This contract is renewable for five additional one-year periods if agreeable to both parties. There were nine bids received, which are listed on the attached bid tabulation form.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Conduct the Business of the Town in a Fiscally Responsible Manner, Provide Quality Leisure Opportunities

ATTACHMENTS:

Description:

[Landscape Maintenance Annual Contract - Bid Tabulation](#)

Type:

Backup Material

TOA Misc Landscape Maintenance

BID NO 12-03

DUE: February 1, 2012

10:00 AM

BIDDER	Signed	Bid Bond	Redding Trail Connector	GW Bush Elementary School	Vitruvian Way Medians	Savoie 1 Streetscape, Park ROW and Parking Lot	Savoie 2 Streetscape	Bid Total	Hourly Rate, Irrigation	Hourly Rate, Planting
Carruthers	Y	Y	4,800.00	22,598.10	8,400.00	4,800.00	4,800.00	\$ 45,398.10	\$ 65.00	\$ 25.00
Weisz Selection	Y	Y	5,940.00	22,720.00	8,280.00	5,280.00	5,880.00	\$ 48,100.00	\$ 70.00	\$ 35.00
American Landscape Systems	Y	Y	9,000.00	21,000.00	9,600.00	4,440.00	3,600.00	\$ 47,640.00	\$ 45.00	\$ 25.00
Good Earth Landscaping	Y	Y	9,600.00	24,000.00	9,600.00	9,600.00	7,200.00	\$ 60,000.00	\$ 95.00	\$ 25.00
LMI Landscapes	Y	Y	8,001.99	27,302.78	17,598.14	8,166.24	5,739.00	\$ 66,808.15	\$ 60.00	\$ 30.00
The Teter Group	Y	Y	15,560.04	20,240.04	14,780.04	14,709.96	14,709.96	\$ 80,000.04	\$ 85.00	\$ 18.00
Metro Landscape Maintenance	Y	Y	10,740.00	31,356.00	15,708.00	4,776.00	2,352.00	\$ 64,932.00	\$ 35.00	\$ 22.00
Dyna-Mist	Y	Y	10,500.00	34,068.00	15,600.00	7,920.00	4,752.00	\$ 72,840.00	\$ 43.00	\$ 35.00
Weldon's Lawn and Tree	Y	Y	11,400.00	39,000.00	5,800.00	3,125.00	2,050.00	\$ 61,375.00	\$ 65.00	\$ 25.00

Jerry Lewandowski

Jerry Lewandowski, Management Analyst

Matthew McCombs

Witness

Council Agenda Item: #R 2e

AGENDA CAPTION:

Approval of a contract with American Landscape Systems totaling \$39,023.11 for seasonal color planting at the Town's parks, municipal buildings and neighborhood and Town entrances.

FINANCIAL IMPACT:

Staff budgeted \$48,000 in the FY 2012 parks operations budget for this contract.

BACKGROUND:

The existing annual color contract with Yellow Rose Landscape expired in 2011. The scope of work includes planting summer and winter seasonal color throughout the Town's parks, residential entrances, municipal buildings and street medians.

The amount of seasonal planting has been gradually reduced over the last three years by limiting the number of seasonal bed change outs to two change outs instead of four. For example, the previous contract awarded to Yellow Rose in 2007 totaled \$65,223.61. Some of the seasonal beds have been purposely reduced in size by using shrubs and other perennial plants to help reduce the cost of seasonal color planting. In 2007 interim spring and fall plantings were done, but this proved to be expensive and wasteful, because occasionally perfectly healthy plants had to be pulled out to get ready for the next seasons planting.

American is presently under contract with the Town for landscape maintenance of the Addison Circle District, as well as, for tree planting. They have consistently produced good quality work.

This contract is renewable for four additional one-year periods if agreeable to both parties. The lowest bidder was disqualified due to an incomplete bid, so staff is recommending award to American. Eight bids were received, which are listed on the attached bid tabulation form.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

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

ATTACHMENTS:

Description:

[Seasonal Color Contract Bid Tabulation](#)

Type:

Backup Material

Seasonal Color Bed Planting and Maintenance - Annual Contract

BID NO 12-04

DUE: January 25, 2012

2:00 PM

	Winter	Winter	Summer	Summer	
BIDDER	Kale- 1 gallon 14" on centers	Pansies or Viola - 4" pots 8" on centers	Allamanda, Hardy Hibiscus, Pentas, Etc. - 1 Gallon 14" on Center	Misc. Varieties-4" pots 8" on centers	Itemized Bid Total
ALL AROUND LAWN CARE, INC*	\$ 2,500.00	\$ 6,784.47	\$ 14,100.00	\$ 7,504.50	\$ 30,888.97
AMERICAN LANDSCAPE SYSTEMS	\$ 1,390.00	\$ 13,363.35	\$ 14,664.00	\$ 9,605.76	\$ 39,023.11
WEISZ SELECTION, INC	\$ 1,875.00	\$ 18,503.10	\$ 8,930.00	\$ 13,508.10	\$ 42,816.20
GOOD EARTH LANDSCAPING & MANAGEMENT	\$ 3,025.00	\$ 18,160.45	\$ 15,721.50	\$ 13,257.95	\$ 50,164.90
PALM INC	\$ 3,000.00	\$ 18,846.00	\$ 18,800.00	\$ 13,758.00	\$ 54,404.00
BRICKMAN	\$ 4,365.00	\$ 21,107.24	\$ 14,076.50	\$ 16,509.90	\$ 56,058.64
DYNA-MIST	\$ 2,360.00	\$ 23,505.79	\$ 16,379.50	\$ 17,160.29	\$ 59,405.58
VALLEYCREST	\$ 2,250.00	\$ 37,691.50	\$ 12,925.00	\$ 22,513.50	\$ 75,380.00

*Rejected-Incomplete Bid

Jerry Lewandowski

Jerry Lewandowski, Management Analyst

Matt McCombs

Witness

Council Agenda Item: #R3

AGENDA CAPTION:

Recognition of Passion Hayes, Director of Human Resources for the Town of Addison, for attaining the IPMA-CP credential from the International Public Management Association for Human Resources.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

COUNCIL GOALS:

N/A, Employ High-Quality, Service-Oriented Personnel

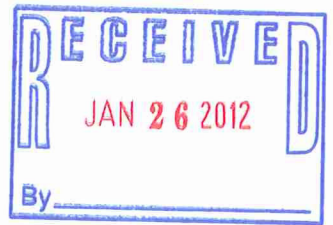
ATTACHMENTS:

Description:

[Announcement Letter](#)

Type:

Exhibit



January 18, 2012

Ron Whitehead
City Manager
Town of Addison
5300 Beltline Road
Addison, TX 75254

Dear Mr. Whitehead:

It is my pleasure to inform you that Passion Hayes, Director of Human Resources, Town of Addison has recently achieved the international recognition of attaining the IPMA-CP credential from the International Public Management Association for Human Resources (IPMA-HR). Passion is now authorized by the IPMA-HR to use the IPMA-CP, or IPMA-HR Certified Professional designation.

Individuals who have received IPMA-CP designation have met the professional standards set by the IPMA-HR to recognize excellence in public sector human resources, and have demonstrated to a panel of senior-level professionals their commitment to public sector HR by undertaking a rigorous review of their technical experience and understanding of the importance of behavioral competencies to the role of HR professionals.

We are proud to have Passion join the ranks of IPMA-HR Certified Professionals.

Sincerely,

A handwritten signature in black ink that reads "Neil E. Reichenberg".

Neil E. Reichenberg
Executive Director

Council Agenda Item: #R4

AGENDA CAPTION:

Presentation of the Planning and Zoning Commission's 2011 Annual Report by Ralph Doherty, Commission Chairman.

FINANCIAL IMPACT:

NA

BACKGROUND:

NA

RECOMMENDATION:

NA

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R5

AGENDA CAPTION:

Consideration and approval of award of an advertising and marketing contract to the Vivanti Group and Matchbox Studio.

FINANCIAL IMPACT:

Funds are available in the FY 2012 Marketing and Communications budget in the amount of \$140,000.

BACKGROUND:

The Town of Addison's advertising and marketing contract ended in November 2011. The released an RFQ in January 2012 and received 14 responses. That pool was narrowed to four firms, which were brought in for interviews and presentations with the Town selection panel. The Vivanti Group, in partnership with Matchbox Studio, submitted a compelling and comprehensive set of qualifications, and the panel unanimously agreed that the Vivanti/Matchbox team presented the best mix of strategic marketing, process management, creativity, and top notch design work.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Maintain and Enhance our Unique Culture

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R6

AGENDA CAPTION:

Discussion and consideration of approval of a Resolution suspending the March 6, 2012 effective date of a requested rate change filed by Atmos Energy Corp., Mid-Tex Division to permit the Town time to study the request and to establish reasonable rates, and providing for other matters related thereto.

FINANCIAL IMPACT:

There is no direct financial impact with this action.

BACKGROUND:

Atmos Mid-Tex filed a Statement of Intent on January 31, 2012, seeking to increase system-wide base rates (which exclude the cost of gas) by approximately \$49 million or 11.94%. However, the Company is requesting an increase of 13.6%, excluding gas costs, for its residential customers. Additionally, the application would change the way that rates are collected, by increasing the residential fixed-monthly (or customer) charge from \$7.50 to \$18.00 and decreasing the consumption charge from \$0.25 per 100 cubic feet ("ccf") to \$0.07 per ccf.

The law provides that a rate request made by a gas utility cannot become effective until at least 35 days following the filing of the application to change rates. Atmos has proposed an effective date of March 6, 2012. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. If the City fails to take some action regarding the filing before the effective date, Atmos' rate request is deemed administratively approved.

The purpose of the resolution is to extend the effective date of Atmos Mid-Tex's proposed rate increase to give the City time to review the rate-filing package. The resolution suspends the March 6, 2012 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with the other ACSC cities, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy to pursue, including settlement

and ultimately to approve reasonable rates.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

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

ATTACHMENTS:

Description:

[Resolution Suspending Atmos Rate Increase](#)

Type:

Resolution Letter

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF ADDISON, TEXAS SUSPENDING THE MARCH 6, 2012 EFFECTIVE DATE OF ATMOS ENERGY CORP., MID-TEX DIVISION (“ATMOS MID-TEX”) REQUESTED RATE CHANGE TO PERMIT THE TOWN TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND OTHER CITIES IN THE ATMOS MID-TEX SERVICE AREA TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF CITIES’ RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND ACSC’S LEGAL COUNSEL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about January 31, 2012, Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), pursuant to Gas Utility Regulatory Act § 104.102 filed with the Town of Addison, Texas (“City”) a Statement of Intent to change gas rates in all municipalities exercising original jurisdiction within its Mid-Tex Division service area, effective March 6, 2012; and

WHEREAS, the City is a regulatory authority under the Gas Utility Regulatory Act (“GURA”) and under Chapter 104, §104.001 et seq. of GURA has exclusive original jurisdiction over Atmos Mid-Tex’s rates, operations, and services within the City; and

WHEREAS, in order to maximize the efficient use of resources and expertise, it is reasonable for the City to maintain its involvement in the Atmos Cities Steering Committee (“ACSC”) and to cooperate with the more than 150 similarly situated city members of ACSC and other city participants in conducting a review of the Company’s application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company and direct any necessary litigation; and

WHEREAS, Atmos Mid-Tex proposed March 6, 2012, as the effective date for its requested increase in rates; and

WHEREAS, it is not possible for the City to complete its review of Atmos Mid-Tex’s filing by March 6, 2012; and

WHEREAS, the City will need an adequate amount of time to review and evaluate Atmos Mid-Tex’s rate application to enable the City to adopt a final decision as a local regulatory authority with regard to Atmos Mid-Tex’s requested rate increase; and

WHEREAS, the Gas Utility Regulatory Act § 104.107 (Texas Utilities Code) grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days; and

OFFICE OF THE CITY SECRETARY

RESOLUTION NO. _____

WHEREAS, the Gas Utility Regulatory Act § 103.022 (Texas Utilities Code) provides that costs incurred by Cities in ratemaking activities are to be reimbursed by the regulated utility.

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

Section 1. That the March 6, 2012, effective date of the rate request submitted by Atmos Mid-Tex on January 31, 2012, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

Section 2. That the City is authorized to cooperate with ACSC and its member cities in the Mid-Tex service area and under the direction of the ACSC Executive Committee to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Railroad Commission.

Section 3. That the City's reasonable rate case expenses shall be reimbursed by Atmos.

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

Section 5. That a copy of this Resolution shall be sent to Atmos, care of David Park, Vice President Rates & Regulatory Affairs, at Atmos Energy Corporation, Mid-Tex Division, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

Section 6. That this Resolution shall take effect upon its passage and approval.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this 14th day of February, 2012.

Todd Meier, Mayor

ATTEST:

By: _____
Chris Terry, City Secretary

APPROVED AS TO FORM:

By: _____
John Hill, City Attorney

Council Agenda Item: #R7

AGENDA CAPTION:

Discussion and consideration authorizing the City Manager to execute a revised Interim Inter-local Agreement (ILA) between the City Of Carrollton and the Town of Addison for Fleet Services as needed until September 30, 2012.

FINANCIAL IMPACT:

Repair Cost: \$58.21 per hour

Parts & Sublet Cost: 5% over cost

BACKGROUND:

The Interlocal Cooperation Act, Texas Government Code Chapter 791, Vernon's Texas Codes Ann. (the "Act"), provides authorization for any local government to contract with one or more local governments to perform all or part of governmental functions and services. The Act identifies a number of governmental functions and services, including police protection and detention services, fire protection, streets, roads and drainage, and parks and recreation, and to provide those governmental functions and services requires functioning equipment and vehicles, without which the public health and welfare, could not be adequately provided for and protected.

On November 15, 2011 Council authorized the City Manager to execute an Interim Interlocal Agreement (ILA) with the Town of Addison for Fleet Services. The Town of Addison desires to extend this ILA thru September 30, 2012, while staff continues to further evaluate their fleet maintenance operations and determine how best to provide quality services while achieving cost efficiencies going forward.

RECOMMENDATION:

Staff recommends approval subject to final review of the city attorney and City Manager.

COUNCIL GOALS:

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

ATTACHMENTS:

Description:

- [Interlocal Fleet Agreement Amendment](#)
- [Amendment](#)

Type:

- Cover Memo
- Exhibit

Council Agenda Item: _____

SUMMARY:

Discussion and consideration authorizing the City Manager to execute a revised Interim Inter-local Agreement (ILA) between the City Of Carrollton and the Town of Addison for Fleet Services as needed until September 30, 2012.

FINANCIAL IMPACT:

Repair Cost: \$58.21 per hour
Parts & Sublet Cost: 5% over cost

BACKGROUND:

The Interlocal Cooperation Act, Texas Government Code Chapter 791, Vernon's Texas Codes Ann. (the "Act"), provides authorization for any local government to contract with one or more local governments to perform all or part of governmental functions and services. The Act identifies a number of governmental functions and services, including police protection and detention services, fire protection, streets, roads and drainage, and parks and recreation, and to provide those governmental functions and services requires functioning equipment and vehicles, without which the public health and welfare, could not be adequately provided for and protected.

On November 15, 2011 Council authorized the City Manager to execute an Interim Interlocal Agreement (ILA) with the Town of Addison for Fleet Services. The Town of Addison desires to extend this ILA thru September 30, 2012, while staff continues to further evaluate their fleet maintenance operations and determine how best to provide quality services while achieving cost efficiencies going forward.

RECOMMENDATION:

Staff recommends approval subject to final review of the city attorney and City Manager.

FIRST AMENDMENT TO INTERLOCAL AGREEMENT
CITY OF CARROLLTON AND TOWN OF ADDISON

This FIRST AMENDMENT TO INTERLOCAL AGREEMENT (“First Amendment”) is made and entered into as of February ____, 2012 by and between the CITY OF CARROLLTON, a municipal corporation, located in Dallas County, Texas (the “CITY”), and TOWN OF ADDISON, a municipal corporation, located in Dallas County, Texas (“ADDISON”) (the CITY and ADDISON are herein sometimes referred to together as the “Cities” or “parties” and individually as a “party”).

WITNESSETH:

WHEREAS, the CITY and ADDISON previously entered into an agreement entitled “Interlocal Agreement” executed as of _____, 2011 regarding the CITY’s provision to ADDISON of the maintenance and repair of ADDISON’s equipment and vehicles (the “Interlocal Agreement,” a true and correct copy of which is attached hereto as Exhibit A); and

WHEREAS, the Interlocal Agreement is scheduled to end on February 29, 2012, and the parties desire to extend the term of the Interlocal Agreement so that it will continue, subject to its termination provisions, through September 30, 2012.

NOW THEREFORE, THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT is hereby made and entered into by CITY and ADDISON for the mutual considerations stated herein:

1. Incorporation of recitals. The above and foregoing recitals are true and correct and are incorporated herein and made a part hereof for all purposes.
2. Amendment. The Interlocal Agreement is amended so that its term shall continue through, and end on, September 30, 2012.

3. No Other Amendments. Except for the amendments, modifications and revisions to the Interlocal Agreement stated herein, all other terms, provisions and representations of the Interlocal Agreement shall remain unchanged and in full force and effect.

4. Counterparts. This First Amendment may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

5. No Third Party Beneficiaries. This First Amendment is solely for the benefit of the parties hereto and is not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

6. Authority to Execute. The individuals executing this First Amendment on behalf of the respective parties below are authorized to do so, and all appropriate and necessary action has been taken to authorize the individual who is executing this First Amendment to do so for and on behalf of the party for which his or her signature appears.

EXECUTED as of the date first set forth above.

TOWN OF ADDISON, TEXAS

CITY OF CARROLLTON, TEXAS

By: _____
Ron Whitehead, City Manager

By: _____
Leonard Martin, City Manager

Council Agenda Item: #R8

AGENDA CAPTION:

Discussion and consideration of approval of an Ordinance amending Chapter 14 (Aviation), Article III (Municipal Airport), Division 1 (Generally) of the Code of Ordinances, which Division generally provides rules and regulations pertaining to the use of and access to Addison Airport, by, among other things, amending and adding definitions; amending and adding provisions regarding use of the Airport by vehicles and pedestrians, Airport access, running of aircraft engines, aircraft maintenance within a hangar, aircraft washing, and interference with aircraft operations; providing defenses for certain violations; establishing requirements for a permit to conduct an event; and providing for other matters related to Airport use and access.

FINANCIAL IMPACT:

BACKGROUND:

The Airport has published Rules and Regulations in accordance with FAA guidelines and recommendations. The current version of the Rules and Regulations (as well as Minimum Standards and Requirements for Commercial Aeronautical Service Providers) was adopted March 1, 2004.

In December 2010, the Town of Addison municipal ordinance Chapter 14, (Aviation) which regulates certain airport activities was amended to provide law for many of the provisions in the Rules and Regulations that until then had not been incorporated in the municipal ordinance and therefore did not have the force of law and could not be effectively enforced. In particular, safety regulations relating to pedestrians and the operation of ground vehicles on the airport were not included in the ordinance and could not be effectively enforced by the Addison Police Department.

With the ordinance in place after approximately one year, vehicle / pedestrian deviations (V/PD) in which a ground vehicle or a pedestrian is at fault, has been greatly reduced. This has also been a year of lessons learned and as such, staff, airport

management and the city attorney have drafted some minor amendments to the ordinance to fine tune definitions, provide for the defenses of certain violations, establishing requirements for a permit to conduct an event; and provide for other matters related to Airport use and access.

RECOMMENDATION:

Staff recommends approval subject to the final review of the City Attorney and City Manager.

COUNCIL GOALS:

Provide Superior Public Safety, Customer Service, Social and Health Services to the Community, Develop and utilize the Addison Airport as an engine to drive economic growth in the community

ATTACHMENTS:

Description:

- [Cover Memo](#)
- [Changes to Ordinance](#)
- [Proposed Ordinance](#)

Type:

- Cover Memo
- Exhibit
- Cover Memo

Council Agenda Item: _____

SUMMARY:

Discussion and consideration of approval of an Ordinance amending Chapter 14 (Aviation), Article III (Municipal Airport), Division 1 (Generally) of the Code of Ordinances, which Division generally provides rules and regulations pertaining to the use of and access to Addison Airport, by, among other things, amending and adding definitions; amending and adding provisions regarding use of the Airport by vehicles and pedestrians, Airport access, running of aircraft engines, aircraft maintenance within a hangar, aircraft washing, and interference with aircraft operations; providing defenses for certain violations; establishing requirements for a permit to conduct an event; and providing for other matters related to Airport use and access.

BACKGROUND:

The Airport has published Rules and Regulations in accordance with FAA guidelines and recommendations. The current version of the Rules and Regulations (as well as Minimum Standards and Requirements for Commercial Aeronautical Service Providers) was adopted March 1, 2004.

In December 2010, the Town of Addison municipal ordinance Chapter 14, (Aviation) which regulates certain airport activities was amended to provide for many of the provisions in the Rules and Regulations that until then had not been incorporated in the municipal ordinance and therefore did not have the force of law and could not be effectively enforced. In particular, safety regulations relating to pedestrians and the operation of ground vehicles on the airport were not included in the ordinance and could not be effectively enforced by the Addison Police Department.

With the ordinance in place after approximately one year, vehicle / pedestrian deviations (V/PP) in which a ground vehicle or a pedestrian is at fault, has been greatly reduced. This has also been a year of lessons learned and as such, staff, airport management and the city attorney have drafted some minor amendments to the ordinance to fine tune definitions, provide for the defenses of certain violations, establishing requirements for a permit to conduct an event; and provide for other matters related to Airport use and access.

RECOMMENDATION:

Staff recommends approval subject to the final review of the City Attorney and City Manager.

CHANGES TO AIRPORT ORDINANCE

- Section 14-61A, Definitions of the Code of Ordinances encompasses the definitions of the forty-five (45) words, terms, and phrases that are specifically related to the Addison Airport. The proposed amendments and changes to this section will help better define these specific words, terms, and phrases of the Airport. Of the forty-five (45) words, terms, and phrases of this section, ten (10) will be slightly altered or changed by this amendment to the ordinance.
- Section 14-61B, Use of Airport, Generally is being amended to require that entities that have an access code to the Airport will be required to change their access code at least once a year and provide the new access code to the Police and Fire Departments.
- Section 14-68(a)(1), Vehicles and Other Modes of Transportation is hereby being amended (1) to require visible hang tags for individuals that are in the movement or non-movement areas of the Airport; (2) to prevent the transfer of hang tags by anyone other than by the Airport staff; (3) to allow the Airport director to terminate any and all privileges associated with issued hang tags; and (4) to expressly prohibit vehicles from tailgating to gain access to the Airport.
- Section 14-68(a)(2) will be amended to require that all unescorted operators of any sort of vehicle on the Airport have completed the Ground Vehicle Training Program.
- Section 14-68(a)(3) will be amended to require that all vehicles in the non-movement areas use their flashers (i.e. hazard lights).
- Section 14-68(t), Defenses is being added to the Ordinance to set out defenses to prosecution under the Ordinance, which include allowing for the escorting of guests and the official personnel that are exempt from prosecution.
- Section 14-69(a)(1)(c) will be amended to require that all repairs, major or minor, to aircraft be performed by certified maintenance personnel, unless the owner or his or her employee is performing the repairs.
- Section 14-70 will be amended to require that the washing of aircraft is only done by certain persons and the washing adheres to the Airport's Minimum Standards.
- Section 14-74 will be amended to make interfering with the operation of an aircraft or the person piloting an aircraft a violation of this ordinance and citable offense.
- Section 14-75(t), Airport Event Permit is being added to require tenants of the Airport to obtain approval and a permit from the Town of Addison prior to having an event that is outside the tenant's normal activity.

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING THE CODE OF ORDINANCES OF THE TOWN BY AMENDING CHAPTER 14 (AVIATION), ARTICLE III (MUNICIPAL AIRPORT), DIVISION 1 (GENERALLY) BY AMENDING AND ADDING DEFINITIONS, AMENDING AND ADDING PROVISIONS REGARDING USE OF THE AIRPORT BY VEHICLES AND PEDESTRIANS, AIRPORT ACCESS, RUNNING OF AIRCRAFT ENGINES, AIRCRAFT MAINTENANCE WITHIN A HANGAR, AIRCRAFT WASHING, AND INTERFERNCE WITH AIRCRAFT OPERATIONS; PROVIDING DEFENSES FOR CERTAIN VIOLATIONS; ESTABLISHING REQUIREMENTS FOR A PERMIT TO CONDUCT A SPECIAL EVENT; PROVIDING FOR OTHER MATTERS RELATED TO AIRPORT USE AND ACCESS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas (the "City") previously adopted rules and regulations pertaining to Addison Airport, including the use and operation of aircraft and vehicles therein, and the City Council now desires to amend those rules and regulations and hereby finds that the adoption of this Ordinance is in the best interests of the health, safety and welfare of the City and its citizens.

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

Section 1. Incorporation of Recitals. The above and foregoing recitals and premises to this Ordinance are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Amendment. The Code of Ordinances of the Town of Addison, Texas (the "City") is hereby amended by amending Division 1 (Generally) of Chapter 14 (Aviation), Article III (Municipal Airport) of the Code of Ordinances of the City (the "Code of Ordinances") as set forth in Exhibit A attached hereto and incorporated herein for all purposes, and all other chapters, articles, sections, subsections, sentences, phrases and words of the Code of Ordinances are not amended hereby. For purposes of the said amendments as set forth in the attached Exhibit A, additions are shown by underlining, and deletions are shown by ~~strike-through~~.

Section 3. 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

OFFICE OF THE CITY SECRETARY

ORDINANCE NO. _____

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 4. Severability. The provisions 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 5. Effective Date. This Ordinance shall become effective from and after its passage and approval and its publication as may be required by law.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 14th day of February, 2012.

Todd Meier, Mayor

ATTEST:

By: _____
Chris Terry, City Secretary

APPROVED AS TO FORM:

By: _____
John Hill, City Attorney

Exhibit A
to Ordinance No. _____

The Code of Ordinances of the Town of Addison, Texas is amended by amending Division 1 (Generally) of Chapter 14 (Aviation), Article III (Municipal Airport) of the Code of Ordinance of the City as set forth herein (additions are shown by underlining, and deletions are shown by ~~strike-through~~).

DIVISION 1. GENERALLY

Sec. 14-61. - Application of article.

The provisions of this article apply to the Addison Municipal Airport.

Sec. 14-61A. - Definitions.

For purposes of this division, the words and phrases set forth below shall have the following meanings, except where the context clearly indicates a different meaning:

Abandon, except as otherwise provided in this division, means that property has been left on nonleased property at the airport without the consent of the Town for a period of 48 hours or more without the owner moving or claiming it, or on leased property at the airport without the consent of the tenant.

Air traffic control tower (ATCT or tower) means the facility from which FAA authorized personnel provide instructions to aircraft and approved vehicles operating on and/or within the vicinity of the airport movement areas via two-way radio communications or light gun signals.

Air traffic controller (ATC) means FAA authorized personnel who provide instructions to aircraft and approved vehicles operating on and/or within the vicinity of the airport movement areas via two-way radio communications or light gun signals from the tower.

Aircraft means any device intended, used, or designed for flight in the air.

Aircraft maintenance means the maintenance, preventive maintenance, rebuilding, or alteration of aircraft as described in Part 43, Title 14, Code of Federal Regulations, and includes only major repairs and minor repairs as defined below:

(1) *Major repairs* means major alterations or major repairs to the airframe, powerplant, propeller, appliance, or otherwise of an aircraft as set forth or described in Appendix A, subsections (a) (major alterations) and (b) (major repairs) to Part 43, Title 14, Code of Federal Regulations.

(2) *Minor repairs* means preventive maintenance (provided it does not involve complex assembly operations) to an aircraft as set forth or described in Appendix A, subsection (c) (preventive maintenance) to Part 43, Title 14, Code of Federal Regulations; provided, however, that "replacing prefabricated fuel lines," identified as item (22) in the said subsection (c), is not preventive maintenance (and therefore not a minor repair) but is and shall be considered a major repair.

Aircraft parking and storage areas means those hangar and apron locations of the Airport designated by the Airport Director for the parking and storage of aircraft.

Airport means the area of land owned by the Town and known as Addison Airport.

Airport Director means the duly designated person (whether designated pursuant to a contract between the Town and a third party, or otherwise) responsible for the overall operation and management of the airport, or the Airport Director's designated representative.

Airport layout plan (ALP) means the Town Council's most recently accepted scaled drawing of existing and proposed land and facilities necessary for the operation and development of the airport, which has been submitted to the FAA for approval or approved by the FAA.

Airport operations area (AOA) or airside means the portion of the Airport, paved and unpaved, specifically reserved for the use of the actual operators of licensed aircraft, the aircraft crews, passengers of the aircraft, employees of the Town and of any entity or person that operates and manages the Airport for the Town, and such other persons as may be authorized to enter thereon by reason of their official duties in connection with the maintenance, inspection and operation of the aircraft and Airport. Generally the Airport Operations Area is that portion of the Airport which lies inside the Airport perimeter security fence giving direct access to any aircraft and its movement area.

Apron means a paved area that is located adjacent to an aircraft hangar door and allows the maneuvering of aircraft to and from the hangar it serves.

Authorized person means a person that has successfully completed a Ground Vehicle Training Program and possesses a permit described in Section 14-68(a)(1) of this division, and all persons that have been granted access to the Airport by federal, state or other law.

Building means the main portion of each structure, all projections or extensions therefrom and any additions or changes thereto and includes, without limitation, garages, outside platforms, docks, carports, canopies, eaves and porches.

Commercial aeronautical activity (CAA) means the operation of a business enterprise providing aviation-related goods, services, or facilities for a commercial purpose (including, without limitation, any activity by the operator securing earnings, income, compensation, including the exchange or barter of goods or services, and/or profit from said activities, whether or not such objectives are accomplished) to users of the airport ~~a person that leases land from the city or a facility from another CAA and is approved by the Town to provide commercial aeronautical products or services to the public.~~ Such activities include, but are not limited to, fixed based operation (FBO) (as that term is generally used by the FAA).

Common area means that portion of the airport, which is now or hereafter considered by the FAA, TxDOT, the Town, or any other regulatory agency with oversight of the airport to be the obligation and responsibility of the Town to operate and maintain for the common use and benefit of the general aviation public. The common area includes, without limitation, any air navigation facility or structure designed and intended to serve the general public not specifically subject to a lease agreement; all runways, taxiways and other common-use paved, graveled or turfed areas and their respective protection zones, safety areas and/or object free areas; any other facility or facilities at the Airport that are eligible for federal or state grants or subsidies awarded on the basis of their serving the benefit of the public (including runways, taxiways, vehicle

streets and alleys, public aircraft aprons/tarmac, vehicle parking areas, and drainage structures); field lighting and associated beacon and lighted wind and landing direction indicators; security, fire, and emergency medical protection; protection of aerial approaches to the airport; directional signs; and perimeter or restricted access fences. The common area is under the control and management of the Town and may be rearranged, modified, changed or terminated at the Town's discretion. The common area is shown in Appendix 1 - Addison Airport Common Area Map to this division (which Appendix is on file in the office of the Airport director and which is incorporated into and made a part of this division), which identifies the common area as both the red shaded and yellow shaded areas.

Disabled aircraft means an aircraft that has become disabled as the result of an incident, accident, mechanical failure, or for any other reason on any portion of the airport.

Employee means an individual who works for an aircraft owner, and for which the aircraft owner files federal income taxes and tax withholding with the IRS on behalf of the employee.

Entity means a person, firm, corporation, partnership, limited liability company, or other entity recognized in law.

Equipment means equipment, machinery, tools and other supplies and materials.

Escort means a person and/or vehicle authorized to access the AOA who accompanies and is responsible for the actions of another person and/or vehicle that is otherwise not authorized to access the AOA.

FAA means the Federal Aviation Administration.

Fuel farm means a facility located on the airport owned by the Town and leased, in whole or in part, to third parties in which above-ground bulk fuel storage tanks are located and which facility is designed to contain fuel spills or leaks from entering the environment.

Ground Vehicle Training Program means a training class or course offered by the Airport Director to provide awareness and instruction on the requirements and procedures for gaining access to the airport operations area ~~of to teach how a person shall access the Airport safely and correctly.~~

Hangar means a shelter and all required components constructed especially for storing aircraft.

Lease means a written contractual agreement by and between the Town and an entity granting the entity the exclusive right to use and occupy certain airport land and/or facilities in consideration of the payment of rent and other terms and conditions ~~a concession or otherwise authorizing the conduct of certain activities, which is in writing and enforceable by law.~~

Minimum standards means the standards adopted from time to time by the Town or the airport ~~director~~ manager with the approval of the Town Council that provide threshold entry requirements for those wishing to perform commercial aeronautical activities, which provide aeronautical products and services to the public, at the airport.

Movement area means that portion of the Common Area, including taxiways and runways, which is used for take-off, landing, taxiing and maneuvering of aircraft, and which requires explicit authorization from the ATC prior to entry or access during the ATCT's hours of operation. The movement area is shown in Appendix 1 - Addison Airport Common Area Map to

Exhibit A to Ordinance No. _____

this division, which identifies the movement area as the red shaded area.

Non-movement area means that portion of the common area which is used to provide a path for taxiing and maneuvering of aircraft to a taxiway (such as aprons, taxilanes, and all other areas within the paved portions of the common area) and does not require prior permission from the ATCT to enter and access. The non-movement area is shown in Appendix 1 - Addison Airport Common Area Map to this division, which identifies the non-movement area as the yellow shaded area.

NTSB means the federal National Transportation Safety Board.

Patio hangar means a hangar that consists of a multiple number of individual T-shaped bays or units, each suitable for the storage of a single aircraft, and each bay or unit of which is not fully enclosed.

Park or parking means to stand an occupied or unoccupied vehicle, other than temporarily while loading or unloading merchandise or passengers.

Person means an individual, corporation, company, association, firm, partnership, society, government, tenant, lessee, concessionaire, passenger, visitor, customer, contractor, and other entities doing business on, employed at, or otherwise using Town property as the context shall deem appropriate. It includes a trustee, receiver, assignee, successor or similar representative of any of them.

Rules and Regulations means rules and regulations for the use of the airport prepared and maintained by the Airport Director and approved by the Town Council.

Runway means a portion of the movement area used for the takeoff and landing of aircraft.

Service provider is any person, operator or business on the airport that has been authorized by the Town to offer a public service to aeronautical users of the airport for a fee and has met the requirements of the minimum standards.

Stand means to halt an occupied or unoccupied vehicle, other than temporarily while receiving or discharging passengers.

Tailgating means the act of entering or attempting to enter the fenced areas of the airport (the AOA) through a gate without being escorted and gaining access to the airport in violation of this article or the rules and regulations.

Taxilane means the portion of the apron or non-movement area used by aircraft for access between taxiways and aircraft parking positions.

Taxiway means a portion of the movement area that is used for taxiing aircraft from one part of the airport to another.

Tie-down means the area, paved, suitable for parking of aircraft, and/or wherein suitable tie-down points have been located.

T-hangar means a hangar that consists of a multiple number of individual T-shaped bays or units, each suitable for the storage of a single aircraft, and each bay or unit of which can be fully enclosed by a door located within a single door opening.

Town means the Town of Addison, Texas. Where approval, enforcement or other act on the part of the Town is referred to herein, the Town shall act by and through its Town ordinances unless otherwise specifically indicated.

Unauthorized access means to gain access to the AOA without properly using an airport authorized access control method, an escort or explicit authorization from the Airport Director to do so.

Unauthorized person means a person that has not completed the Ground Vehicle Training Program and thus, is not authorized to be within the common facility without an authorized person.

Vehicle means and includes automobiles, trucks, buses, motorcycles, tractors, all-terrain vehicles, golf carts, go-carts, go-peds, or any other device in or upon any person or property may be transported, other than aircraft.

Other terms used in this division may be defined elsewhere herein.

Sec. 14-61B. - Use of airport, generally.

(a) *Adherence to this division, airport rules and regulations, other laws.* All persons on or using the airport shall adhere to the provisions of this division and of the rules and regulations at all times, unless a federal or state law directly conflicts with this division or the rules and regulations.

(b) *Minimum standards.* A commercial aeronautical activity at the airport shall comply with all applicable requirements concerning such activities as are set forth in the minimum standards and the rules and regulations.

(c) *Responsibility to control property.* All persons who have a lease, license, permit, or other authorization from the Town to use the airport shall control any property that might be subject to such lease, license, permit or other authorization so as to prevent unauthorized access to such property and the AOA. Controls may include physical barriers, access control devices or procedures approved by the Airport Director.

An entity who owns or controls any gate giving access to the airport operations area of the airport which utilizes a gate code system to provide access, whether public or private, shall, at a minimum, change the gate code once a year and shall provide the current gate code to such gate to the Town's police department and the Town's fire department for official use.

(d) *Off-airport access through the fence.* Unauthorized access to the airport, either by foot, vehicle, or aircraft, is expressly prohibited, including but not limited to unauthorized access from any privately owned property that abuts or is adjacent to the airport. No person shall be permitted to aircraft access to or from the airport without a valid access permit being issued in accordance with Division 3 of this article, unless the person is being escorted by an escort.

(e) *Fire regulations.*

(1) Every person going upon or using the airport or its facilities in any manner shall exercise the greatest care and caution to prevent fire.

(2) Aircraft shall not be fueled while the engine is running unless approved by an

authorized and permitted fuel service provider or while in any hangar or other enclosed place.

(3) Fueling of aircraft shall occur only outdoors, and in accordance with National Fire Protection Association Standard Part 407 (NFPA 407), Standard for Aircraft Fuel Servicing, current edition.

(f) *Impoundment of aircraft or vehicles.* No person may by physical obstruction or the use of force interfere with the lawful process of impoundment of any aircraft or vehicle. No person may be in, tamper with, damage, operate or open any vehicle or aircraft under lawful impoundment. No person may open, cut, damage, or tamper with any lock, chain, cable, fence or gate or other device used in the impoundment of any aircraft or vehicle.

(g) *Signals.* No person shall fail or refuse to obey the signals of any airport employee or flagman posted by a tenant, contractor, airport official, or other person authorized by the Airport Director to regulate the movement of aircraft and vehicles upon ramps or aprons, unless to obey would create a greater hazard than unregulated movement.

(h) *Special movement-controlling devices or markings.* Unless otherwise authorized by the Air Traffic Controller or the Airport Director, every person operating an aircraft or vehicle or going on foot on or within the airport shall obey and conform to official walkways, hold-short lines, movement area boundary markings, taxi lines, stop lines, turn lines, clearance lines and any other marks or devices officially installed for the regulation or movement within the Airport Operations Area.

(i) *Observing an accident.* No person shall enter the airside area for the purposes of observing, attending, or assisting at the scene of an accident except persons authorized by law or otherwise requested by or with consent of the Airport Director.

Sec. 14-62. - Town to be free of liability.

No liability shall accrue to the Town, its officers, agents or employees for towing, removal, impoundment, storage or disposition of aircraft or their contents under this article.

Sec. 14-63. - Trespass prohibited.

(a) It shall be unlawful and an offense for any person to enter or remain on landing, take-off, taxiing and safety zone areas or any other restricted airport property on the Addison Municipal Airport without effective consent where such person had notice that the entry was forbidden or where such person received notice to depart but failed to do so.

(b) For purposes of this section:

(1) *Airport operator* means the entity with whom the Town has contracted to manage and operate the airport.

(2) *Effective consent* means permission given by authorized Federal Aviation Administration (FAA) personnel, authorized personnel employed by the airport operator or authorized personnel employed by the Town.

(3) *Entry* means the intrusion of the entire body.

- (4) *Notice* means:
- a. Oral or written communication by authorized personnel employed by the Federal Aviation Administration, the air traffic control tower, the airport operator, or the Town, including, without limitation, any fire fighter or police officer of the Town;
 - b. Fencing or other enclosure obviously designed to exclude intruders; or
 - c. A sign posted on the property which sign is reasonably likely to come to the attention of intruders and which indicates that entry is forbidden.

(5) *Restricted airport property* means all paved and unpaved areas of the Addison Municipal Airport which areas are specifically reserved for use of the actual operators of licensed aircraft, the aircraft crews, incoming and outgoing passengers in aircraft, employees of the Town or airport operators, and such other persons as may be authorized to enter thereon by reason of their official duties in connection with the maintenance, inspection and operation of the aircraft and the airport.

(c) It is a defense to prosecution under this section that a person has received permission to enter restricted airport property from authorized Federal Aviation Administration, airport operator, air traffic control tower, or Town personnel.

Sec. 14-64. - Aircraft ground operations.

(a) *Parking of aircraft.*

(1) No person shall park, leave parked, or allow to remain stationary any aircraft at the airport except within a designated aircraft parking and storage area and outside of any common facility. No part of any aircraft should be parked on or hang over the extent of a designated aircraft parking and storage area.

(2) All aircraft not located in a hangar shall be chocked or tied down when unattended and during periods of inclement weather. No aircraft will be parked in or encroach into restricted areas, including, without limitation, any protected area (object-free area, runway safety area, etc.) as described in FAA Advisory Circular 150/5300-13 (and as the same may be amended or superseded).

(3) Without limiting the foregoing, aircraft shall not be parked in a movement area, or in such a manner as to hinder the normal maneuvering or operation of other aircraft, unless specifically authorized by the airport air traffic control tower personnel, the Airport Director, or officials or other personnel acting under the direction or authority of the Town as an emergency measure.

(4) Aircraft shall not be parked closer than 50 feet from the fuel farm, a fuel storage tank, or fuel service truck parking area.

(b) *Illegally parked aircraft; abandoned aircraft.*

(1) Aircraft which are parked, stored or abandoned contrary to the provisions of subsection 14-64(a) may be impounded. The return of an impounded aircraft may be conditioned on the owner or operator thereof paying all fees accrued against such aircraft to include towing and storage fees incident to impoundment.

(2) The Airport Director or other duly authorized representative of the Town may relocate or remove or cause to be relocated or removed any aircraft that is abandoned, parked in violation of this division or any airport rule, regulation, or standard, or which in the determination of the Airport Director presents a security, fire or operational hazard or interferes with the ability of the airport to maintain the premises or any part of the airport, at the operator's expense and without liability for damage which may result in the course of such removal. The Town or its authorized agent may relocate or remove or cause to be relocated or removed such aircraft by, among other things, engaging private towing services or a fixed-based operator; the owner of such aircraft shall be solely responsible for any damages which may result from such relocation or removal. Any costs or charges resulting from such activities shall be charged against the registered owner of the aircraft.

(3) In the event the Town is unable to determine the ownership of an aircraft that has been located on the airport for more than 90 days ~~at the airport~~, the Town may dispose of the same in accordance with subchapter Z of Chapter 22 of the Texas Transportation Code, as the same may be amended or superseded.

(c) *Running of aircraft engines; exhaust and propeller blasts.*

(1) Aircraft engines shall only be operated at idle except as may be necessary for safe taxiing operations, take-off, landing, pre-flight testing, and maintenance testing. At no time shall any aircraft engine be operated while the aircraft is in a hangar or covered tie-down space. This includes the action of taxiing an aircraft into or out of a hangar. No aircraft shall be left unattended with engines operating.

(2) All aircraft maintenance engine run-ups are prohibited except each day between the hours of 6:00 a.m. and 10:00 p.m. at the run-up areas located at the north and south ends of Taxiway Alpha as shown on the Airport Layout Plan or advised by the air traffic control tower. Aircraft maintenance engine run-ups may be permitted at other locations on the airport as authorized by the Airport Director on a case-by-case basis. For purposes hereof, an "engine run-up" is the operation of an engine at any power setting in excess of normal ground idle.

(3) No aircraft engine shall be started or aircraft taxied where the exhaust or propeller blast may cause injury to any person, cause damage to any property, or spread debris within the AOA. No aircraft engine shall be started in, and no aircraft shall be taxied into or out of, a hangar or patio hangar.

(d) *Taxiing aircraft.*

(1) Aircraft shall be taxied at speeds that will ensure complete control at all times.

(2) No aircraft shall be taxied except on areas designated for taxiing.

(3) There shall be no taxiing of aircraft by engine power into or out of hangars.

(e) *Arrangement requirements.* No aircraft shall be parked at or on the airport unless its owner or operator has made arrangements with the Town or with a business entity that leases land or a building from the Town and is authorized to provide commercial aeronautical activity.

(f) *Aircraft parking/tie-down.* No person may offer to provide or may use any tie-down

space unless the tie-down space has at least three-point tie-downs, which can accommodate ropes or chains adequate to hold aircraft immobile in whole gale-force winds (55 to 63 mph).

(g) *Violation; compliance with rules and regulations.* It is a violation of this division for any aircraft to be parked, stored or abandoned contrary to the provisions of this division. No person shall operate an aircraft on the airport except in accordance with this division, the rules prescribed by the Airport Director as set forth in the airport rules and regulations, and all federal, state and local laws, rules, codes, standards, grant assurances, and regulations.

Sec. 14-65. - Reserved.

Sec. 14-66. - Damage to property incident to aircraft operation.

(a) Any damage to airport installation, equipment or property as a direct or indirect consequence of flight or taxi operation shall be prima facie, the responsibility of the owner of the aircraft causing such damage. Repair of such damage shall be ordered and accomplished by the airport operator by sending an invoice covering the cost thereof, payable upon receipt, to the responsible owner.

(b) The repair of any aircraft damaged or disabled in the course of operation on the airport is the responsibility of the owner thereof:

(1) Damaged or disabled aircraft obstructing or impeding flight operations or in any manner creating a hazard to flight or airport operational safety shall be cleared from runways or taxiways upon the direction of the airport operator as quickly as accident investigators from the federal Department of Transportation authorize removal, or sooner if an airport emergency exists as declared by the operator of the airport, so as to permit resumption of hazard-free operations of the airport at the earliest practicable time. Any extraordinary expense incurred in such clearing or removal of aircraft shall be billed to the owner of the responsible aircraft and be payable by such person upon receipt of the invoice.

(2) Damaged or disabled aircraft parked or stored in an authorized, assigned, leased or otherwise properly designated area in excess of 30 days operable condition will, in the absence of special arrangements with and permission of the airport operator, be deemed abandoned aircraft and subject to impoundment as illegally parked aircrafts under Section 14-64

(3) Repairs to aircraft damaged while in motion or parked on the airport are the sole responsibility of the owner. The owner or operator accepts the premises as is and receives no assurances from the Town, other than those required by Federal Aviation Administration and leases that may be in effect on the airport.

Sec. 14-67. - Town's liens on impounded aircraft.

The Town shall have a lien on aircraft impounded for the storage and care thereof. Notification to the owner of impounded aircraft shall be conclusively presumed given if, after accrual of 60 days of unpaid storage charges or fees, the registered owner of such aircraft is advised by registered or certified letter, return receipt requested, of the fact of impoundment, delinquency in payment of the charges, the Town's lien for the payment of such charges, and the contemplated public sale of such aircraft following the expiration of 30 days after mailing of such notice, unless payment or suitable arrangements for payments have been made.

Sec. 14-68. - Vehicles and other modes of transportation.

(a) *No unauthorized vehicles or pedestrians.* No person shall operate a vehicle on or within, or otherwise access or be located within (whether on foot or otherwise), the AOA or any portion of the common area except in accordance with this division, all applicable federal, state and local laws, rules, regulations, orders, and directives, and with rules prescribed by the Airport Director.

(1) (A) No person shall access, whether by vehicle, on foot or otherwise, any portion of the common area unless the person has attended and completed the Ground Vehicle Training Program provided by the airport or ~~is unless~~ being escorted by a person that has successfully completed the Ground Vehicle Training Program. A person who has successfully completed the Ground Vehicle Training Program will be issued a two-year permit that authorizes the person to ~~access~~ operate a vehicle with the common area, subject to this division. All permits shall have an expiration date to signify when access privileges will be terminated.

(B) No person shall access the airport through any gate by tailgating.

(C) No person shall enter the movement area unless the person possesses an access permit, and hang tag when applicable, specifically for use in the movement area. A movement area access permit shall be valid and adequate for access to the movement and non-movement areas. A non-movement area access permit shall only be valid for use in the non- movement area.

(D) No person in possession of a valid access permit or hang tag shall loan or give it to any other person. Duplication or counterfeiting of permits or hang tags is prohibited.

(E) The permit and hang tag issued by the Airport shall be the sole property of the Town and shall be returned to the Town upon the expiration or termination of the permit and/or hang tag. The privilege to possess an access permit and/or hang tag can be terminated at any time by the Airport Director, including, without limitation, for any of the following reasons: termination of lease or rental agreement at the airport, and termination of employment from a business located on the airport.

(2) A person operating a vehicle within or otherwise accessing (in any manner whatsoever, including on foot) the common area shall have, and no person shall access the common area unless accompanied by a person who has, attended and successfully completed a Ground Vehicle Training Program provided by the airport and who holds a current permit, including any special permit, such as a temporary permit or a contractor permit, reflecting such attendance and successful completion of the Ground Vehicle Training Program passage. While accessing the common area, a person who has attended and successfully completed a Ground Vehicle Training Program ~~provided by the airport~~ shall at all times carry the said permit and, if also operating a vehicle within the common area, display a hang tag issued by the airport upon the person's successful completion of the Ground Vehicle Training Program. Special use vehicles, such as fuel trucks, tugs, golf carts, airport management vehicles, emergency vehicles (e.g., police, fire), and Town vehicles and other vehicles authorized by the Airport Director to be on the airport but not normally able to display the hang tag as approved by the Airport Director shall be exempt from the requirement of displaying a hang tag, but those vehicles shall always be operated by someone who has successfully completed the required Ground Vehicle Training

Program and possesses a valid permit.

(3) All vehicles or persons accessing the movement area must be equipped to maintain two-way communications with the ATCT ~~and be marked or lit in accordance with FAA guidelines,~~ or be escorted by another vehicle or person so equipped.

(A) All vehicles must be marked and lighted in accordance with FAA guidelines.

(B) Any vehicle authorized to operate on the airport movement area~~runway or taxiways~~ shall display and use a rotating beacon and/or flashing light that complies with latest edition of FAA Advisory Circular 150/5210-5 and is visible to the Air Traffic Control Tower personnel. Exceptions to this rule must be authorized in writing by the Airport Director. Such vehicle must receive a clearance from, and remain in continuous communications with, the Airport Traffic Control Tower.

(C) All vehicles accessing the non-movement area shall display and use flashers or hazard lights or shall display and/or use a flashing light or rotating beacon mounted on the top of the vehicle, unless the vehicle is unequipped with such lights, or shall display and/or use a flashing light or rotating beacon mounted on the top of the vehicle.

(4) Only government, law enforcement, emergency vehicles or other vehicles with prior written authorization from the Airport Director shall be permitted to operate a vehicle on the movement area.

(5) All vehicles must obtain clearance prior to entering the movement area and maintain communications with the ATCT at all times when operating in the movement area. When the ATCT is closed, FAA procedures for uncontrolled airports apply.

(b) *Yield to aircraft, emergency vehicles; distance to taxiing aircraft, aircraft with running engines.* All vehicles shall yield right-of-way to aircraft in motion and emergency vehicles. A vehicle shall pass no closer than 100 feet to the rear of taxiing aircraft. No vehicle shall approach closer than 100 feet to any aircraft whose engines are running, excluding ground service and emergency vehicles.

(c) *Air Traffic Controller authority.* ~~Except for the operator of an authorized emergency vehicle operating under emergency conditions,~~ No person traveling in a vehicle, on foot, or by any other means within the movement area shall fail or refuse to obey the instructions of the Air Traffic Controller.

No person shall be upon the movement area either on foot, in a vehicle, or by any other means, except with permission of the Air Traffic Controller and only, as applicable, after successfully attending and completing a Ground Vehicle Training Program, unless such person is escorted by a user that has successfully completed the Ground Vehicle Training Program and the person has obtained permission from the Air Traffic Controller to enter the movement area.

During hours when the Addison Air Traffic Control Tower is not in operation, any aircraft (whether being operated by a pilot or a mechanic), vehicle, or pedestrian operating within the movement area of the airport shall utilize the common traffic advisory frequency (CTAF), 126.0 MHz, and be required to broadcast intentions as advised in the Aeronautical Information Manual (AIM).

(d) *Airport access gate closure.* All persons, upon entering or exiting through an airport access gate or a gate that permits ingress and egress to the Airport Operations Area, shall ensure that the gate closes completely behind their vehicle or person prior to leaving the vicinity of the gate to ensure that no unauthorized vehicles or persons gain access thereto.

(e) *No unescorted access.* No authorized person may give unescorted access to the airport to any unauthorized person.

(f) *Application of traffic laws.* State laws regulating pedestrians, vehicle operators, passengers, vehicles and their movements and all town traffic ordinances shall have full force and effect on the airport; provided, however, to the extent of any conflict between this division and the provisions of such laws and ordinances, the terms of this division shall control.

(g) *Use of airport accessways and walkways.* No person shall operate a vehicle within the airport except on paved accessways or places provided for vehicular use, nor use the airport accessways or walkways in any manner, as to hinder or obstruct their use by others. No person shall walk, stand, or remain in the airside area if such activity is determined to be an operational or safety concern as determined by the Airport Director.

No person shall operate a vehicle across or upon any lawn or grass area, sidewalk or curb within the airport except by permission of the Airport Director or as directed by a law enforcement officer or except as necessary to service or maintain airport facilities.

(h) *Use of parking areas leased or licensed to persons.* No person may operate a vehicle upon or within any parking area or facility within the airport that has been leased or licensed by the Town to a person except in the course of doing business with that person, or in the course of duty as an employee or agent of that person, or as necessary to service or patrol such facility, or as necessary to obtain access to property adjacent to such facility when no other reasonable means of access exists and such access has been authorized by such person.

(i) *Prohibition on blocking access.* No person may stop, stand or park a vehicle so as to block the entrance or exit of or to any parking lot, driveway or aircraft ramp area within the airport.

(j) *Parking.*

(1) No vehicle shall stop, stand or park in any area of the airport where parking is prohibited by any sign, pavement marking, or other posted signal. Fuel trucks used or operating at the airport must be parked only in accordance with the standards specified in the National Fire Protection Association Standard Part 407 (NFPA 407), Standard for Aircraft Fuel Servicing, current edition.

(2) No person shall park or leave any vehicle standing, whether occupied or not, within the airport except within a designated parking area.

(3) Aircraft owners and service providers shall only park their vehicles in the aircraft storage and parking space designated for their aircraft.

(4) Vehicles parked in an aircraft parking and storage area shall be parked in a manner so as to be completely contained in the aircraft parking or storage area and shall not obstruct any adjacent aircraft parking and storage areas or any taxi lanes unless for the

purposes of immediate and temporary loading, unloading, or staging of an aircraft.

(k) *Speed.* A person commits an offense if he operates a vehicle within the airport operations area at a speed greater than 15 miles per hour, unless otherwise provided by the Town. Any speed in excess of 15 miles per hour within the airport operations area, unless otherwise provided by the Town's Code of Ordinances, shall be prima facie evidence that the speed is not reasonable or prudent and is unlawful. This subsection does not apply to authorized government vehicles, or vehicles authorized by the Airport Director, in the performance their duties.

(l) *Removal of vehicles.* With the exception of vehicles parked in hangars as may be authorized by a lease or by rules and regulations applicable to the airport, the Airport Director may remove or cause to be removed from any property at the airport any vehicle that is (i) disabled, (ii) abandoned, (iii) parked, stopped, or standing in violation of this division or any other ordinance of the Town, or (iv) which presents an operational hazard, solely at the vehicle owner's expense and without liability for damage which may result in the course of such removal. In removing an abandoned vehicle at the airport, the provisions of Chapter 683 of the Texas Transportation Code, if applicable, shall be followed. The removal of any such vehicle shall be at the vehicle owner's or operator's sole expense.

(m) *Scooters, go-carts, other miscellaneous vehicles.* The use of any scooter, go-cart, golf cart, moped, skateboard, rollerblades, all-terrain vehicles, motorized ice chest, motorized bar stool, or similar vehicle, instrument or device within the airport operations area is prohibited. This subsection does not prohibit the use of vehicles used solely for tugging, marshalling, or refueling aircraft, or golf carts used by those who have successfully completed the Ground Vehicle Training Program and been issued a permit by the Airport Director evidencing such successful completion. On a case-by-case basis, and with the prior written approval of the Airport Director, other modes of transportation may be used on the airport.

(n) *Motor homes, boats, recreational vehicles.* No motor home, boat, or recreational vehicle shall be parked or stored within the airport without the prior written approval of the Airport Director.

(o) *Bicycles.* The use of bicycles within the airport shall only be permitted during daylight hours and in accordance with all applicable regulations set forth herein for vehicles, as may be applicable.

(p) *Vehicle traffic.* No person shall operate a vehicle on or within the air operations area except in accordance with federal, state and local laws and the following:

(1) Only persons with a valid operator's license recognized by the state shall operate a vehicle on or within the airport (save and except for the operation of ground support equipment).

(2) All vehicles operating on or within the airport shall at all times maintain the minimum amount of liability insurance required by state law.

(3) No vehicle shall gain unauthorized access to the AOA. No person shall operate any vehicle upon or within the common area without having first obtaining an approved permit issued by the airport and an airport vehicle hang tag (each of the permit and the hang tag evidencing successful completion of a Ground Vehicle Training Program).

(4) Aircraft, emergency vehicles, and pedestrians always have the right-of-way within the airport, and vehicles shall yield to the same.

(5) No vehicle shall be operated at or within the airport (i) in a reckless or careless manner, (ii) in disregard of the rights and safety of others, (iii) without due caution, (iv) at a speed or in a manner which endangers or is likely to endanger persons or property, (v) while the driver would be prohibited by law from operating a vehicle upon the public streets of the Town due to drug or alcohol impairment or influence, (vi) if the vehicle is so constructed, equipped or loaded as to endanger or be likely to endanger persons or property, or to result in the load or other materials becoming separated from the vehicle, or (vii) in a manner that does not allow the vehicle to be immediately driven or towed away from any nearby aircraft in case of emergency.

(6) No vehicle shall be operated on or within the airport except for those in sound mechanical condition, including, without limitation, with operable headlamps and taillights at night and during periods of reduced visibility. This provision shall not apply to golf carts, aircraft tugs and wheelchairs.

(7) The operator of a vehicle is responsible for the operator's actions and the actions of their passengers while on or within the airport.

(q) *Vehicle equipment.*

(1) *Headlamps, rear lamps.* A vehicle operated by a person within the airport shall comply with the provisions of state law governing the operation of vehicles during non-daylight hours, including provisions relating to the use of headlamps and rear lamps.

(2) *Service brakes.* A person may not operate a motor vehicle at the airport unless the vehicle is equipped with brakes that comply with the requirements of the Texas Transportation Code.

(3) *Parking brakes.* A person may not operate or tow a vehicle at the airport unless the vehicle is equipped with parking brakes to prevent the vehicle's free rolling due to wind, jet blast, or propeller blast.

(4) *Unobstructed view.* A person may not operate a vehicle unless the person has clear visibility to the front, sides and rear from the driver's position.

(5) *Unsafe condition.* A person may not operate a vehicle if it is so constructed, equipped, loaded or in a state of disrepair that endangers persons or property.

(r) *Aircraft towing.* No vehicle shall be used to tow or move an aircraft unless the vehicle is designed for such use, except in the case of an emergency requiring timely removal of the aircraft.

(s) *Vehicle washing, repair.* Washing of vehicles within the airport is prohibited. No person shall repair or provide maintenance on any vehicle on or within the airport, except such minor repairs as may be necessary to remove a vehicle from the airport. This provision does not apply to ground support equipment or vehicles used in the sole operation of a service provider's operation, and are owned or leased by the service provider.

(t) *Defenses.* It is a defense to prosecution under this Section if:

Exhibit A to Ordinance No. _____

(1) a person that is considered to be tailgating is being properly escorted by an escort through a gate; however, possessing or knowledge of the gate code is not a defense to prosecution of the offense of tailgating;

(2) a person is emergency personnel (e.g., fire, police personnel), under federal state or local law, who is performing the person's official duties; or

(3) a person is an employee of the Airport Operator, the Town, the FAA, the Transportation Security Administration, U.S. Customs and Border Protection, or the National Transportation Safety Board and in the performance of the person's official duties.

Sec. 14-69. - Hangars.

The provisions of this section apply to aircraft hangars (other than T-hangars and patio hangars), T-hangars, patio hangars, and tie-downs that are owned and/or operated by the Town.

(a) *Aircraft hangars (other than T-hangars and patio hangars).*

(1) Aircraft hangars (other than T-hangars and patio hangars) shall be used only for the following purposes:

a. Storage and parking of aircraft and associated aircraft equipment and supplies as approved by the Town Fire Department and Airport Director, and such uses as may be expressly specified in a valid lease agreement between the Town and the tenant;

b. Parking of vehicles while the aircraft which is authorized to be parked and stored in the hangar is in use and operation; and

c. Major repairs and minor repairs; provided, however, that unless a hangar is rated for maintenance activities, such repairs must be performed in the hangar by the owner of the aircraft being repaired and with the prior approval of the Airport Director and the Town's Fire Department; but such prior approval is not required if such major repairs and/or minor repairs are expressly permitted pursuant to a valid lease agreement between the Town and the tenant.

Major repairs, minor repairs, or any other aeronautical service to an aircraft within a hangar, not performed by the aircraft owner or an employee of the aircraft owner, shall be performed by certified maintenance personnel who are authorized to provide such service in compliance with the airport's minimum standards.

(2) In connection with an aircraft hangar (other than a T-hangar and a patio hangar):

a. Aircraft parked in hangars shall be parked in a manner so as to be completely contained in the aircraft parking space and not obstruct adjacent aircraft parking and storage areas or taxi lanes, except for purposes of immediate and temporary staging and fueling of such aircraft; and

b. Oily rags, oil wastes, rags, and other rubbish and trash shall be stored in containers with self-closing, tight-fitting lids as approved by the Airport Director

or the Town's Fire Department.

c. Oxygen or any combustible compressed gas in a cylinder or portable tank must be secured to a fixed location or secured to a portable cart designed for the cylinder(s) or tank(s). Compressed gas cylinders or tanks must have pressure relief devices installed and maintained. Cylinders or tanks not in use shall have a transportation safety cap installed.

d. Batteries shall only be charged while the tenant of the aircraft hangar, a service provider, or the owner of an aircraft for which the battery is being charged, is in attendance. Aircraft batteries shall not be connected to a charger when installed in an aircraft located inside or partially inside a hangar.

e. All flammable and/or combustible fluids shall be properly stored in approved containers and fireproof cabinets.

(3) Except as may be otherwise authorized in an applicable lease, any construction that involves moving walls or changing the structure of an aircraft hangar (other than T-hangars and patio hangars) or related building must be approved in writing by the Airport Director.

(4) Aircraft hangars (other than T-hangars and patio hangars) shall be and are subject to annual and periodic inspections by the Airport Director and the Town fire department to determine compliance with all laws, ordinances, codes, rules, regulations, and standards.

(b) *Aircraft T-hangars.*

(1) Aircraft T-hangars shall be used only for the following purposes:

a. Storage and parking of aircraft which are specifically identified in a valid lease agreement between the Town and the tenant of the T-hangar, and associated aircraft equipment and supplies as approved by the Town Fire Department and Airport Director; and

b. Parking of vehicles while the aircraft which is authorized to be parked and stored in the hangar is in use and operation; and

c. Aircraft maintenance, but only minor repairs, to aircraft of the tenant of the T-hangar.

(2) In connection with a T-hangar:

a. Aircraft parked in a T-hangar shall be parked in a manner so as to be completely contained in the aircraft parking space and not obstruct adjacent aircraft parking and storage areas or taxi lanes, except for purposes of immediate and temporary staging and fueling of such aircraft.

b. Minor repairs to an aircraft or any other aeronautical service provided within a T-hangar shall be performed by certified maintenance personnel who is authorized under the minimum standards, provided the same is performed within the confines of the T-hangar, does not interfere with the operation of adjacent

tenants, and does not disrupt or interrupt the services of utilities. Major repairs and preventative maintenance within a T-hangar are prohibited.

c. Within a T-hangar, oxygen or any combustible compressed gas in a cylinder or portable tank must be secured to a fixed location or secured to a portable cart designed for the cylinder(s) or tank(s). Compressed gas cylinders or tanks must have pressure relief devices installed and maintained. Cylinders or tanks not in use shall have a transportation safety cap installed.

d. Batteries shall only be charged while the tenant of the T-hangar hangar, a service provider, or the owner of an aircraft for which the battery is being charged, is in attendance. Aircraft batteries shall not be connected to a charger when installed in an aircraft located inside or partially inside a hangar.

e. All flammable and/or combustible fluids shall be properly stored in approved containers and fireproof cabinets.

(3) No commercial maintenance activities shall be conducted in a T-hangar; however, such prohibition does not preclude the tenant of a T-hangar from inviting certified maintenance personnel to perform maintenance work in the T-hangar. Any such work must be performed within the confines of the leased site and shall not interfere with the operation of adjacent properties. Any certified maintenance personnel conducting work for compensation on aircraft of the tenant shall comply with the minimum standards.

(4) Except as may be otherwise authorized in an applicable lease, any construction that involves moving walls or changing the structure of a T-hangar must be approved in writing by the Airport Director.

(5) A T-hangar is subject to annual and periodic inspections by the Airport Director and the Town Fire Department to determine compliance with all laws, ordinances, codes, rules, regulations, and standards.

(c) *Aircraft patio hangars and tie-downs.*

(1) Patio hangars and tie-downs shall be used only for the following purposes:

a. Storage and parking of aircraft specifically identified in a valid agreement between the Town and the tenant of the patio hangar or tie-down;

b. Aircraft preventative maintenance, but only minor repairs to aircraft specifically identified in a valid agreement between the Town and the tenant of the patio hangar or tie-down.

(2) In connection with patio hangars and tie-downs:

a. Aircraft parked in a patio hangar or tie-down space shall be parked in a manner so as to be completely contained in the aircraft parking space and not obstruct adjacent aircraft parking and storage areas or taxi lanes, except for purposes of immediate and temporary staging and fueling of such aircraft.

b. Minor repairs or any other aeronautical service to an aircraft within a patio

hangar or in a tie-down space shall be performed by ~~certified maintenance~~ personnel who is authorized under the minimum standards, provided the same is performed within the confines of the patio hangar or tie-down space and does not interfere with the operations of adjacent tenants. Major repairs within a patio hangar or tie-down space are prohibited.

c. All flammable and/or combustible fluids shall be properly stored in approved containers and fireproof cabinets. The storage of such material shall be limited to a total of five gallons.

(3) Except as may be otherwise authorized in an applicable lease, any construction that involves moving walls or changing the structure of a patio hangar must be approved in writing by the Airport Director.

(4) A patio hangar and tie-downs are subject to annual and periodic inspections by the Airport Director and the Town Fire Department to determine compliance with all laws, ordinances, codes, rules, regulations, and standards.

Sec. 14-70. - Aircraft washing.

Aircraft washing may only take place inside hangar areas with floor drains discharging to the treated sewage system, on paved non-movement areas within the air operations area, or on a specially designated aircraft washing area ("aircraft washrack"). Aircraft washing conducted on paved non-movement areas must be accomplished without the use of soaps, detergents, solvents, or de-greasers and must be conducted using a low-pressure, non-surfactant wash. Prior to washing an aircraft on a paved non-movement area, the area must be inspected for signs of pollutants (e.g., stained pavement or dead vegetation). If signs of pollution are discovered, the area must be properly cleaned before aircraft washing may commence. Aircraft washing may be performed by the aircraft owner or the owner's employee under the provisions of this section. No person may wash, detail, or clean an aircraft who is not the owner or employee of the owner of the aircraft unless that person is in compliance with the minimum standards.

Sec. 14-71. - Stormwater pollution prevention.

All persons using or operating from the airport shall be familiar with and comply at their own expense with all requirements of the airport's Stormwater Pollution Prevention Plan and spill prevention and countermeasure control plan, which includes, but is not limited to:

- (a) Construction and maintenance of facilities and infrastructure (public or private).
- (b) Application for a notice of intent or no exposure certification, annual training, preparation and implementation of procedures, certification of nonstormwater discharges, collection and testing of stormwater samples, implementation of good housekeeping measures and/or best management practices and maintenance of records.
- (c) No person may discharge any non-permitted non-stormwater discharges or hazardous materials onto the airport or its navigable waterways. Any person who discharges any hazardous materials must follow established spill response procedures and promptly abate, remediate and remove said hazardous materials.

Sec. 14-72. - Smoking.

- (1) Smoking, lighting a match, and lighting a lighter are prohibited within the airport:
 - (a) Within 50 feet of any aircraft, fuel truck, or fuel storage area;
 - (b) Within 200 feet of the airport bulk storage fuel farm facility; and
 - (c) In any hangar.
- (2) No person shall possess a match, lighter or other flame-producing device within:
 - (a) Fifty feet of any aircraft, fuel truck, or fuel storage area;
 - (b) Two hundred feet of the airport bulk storage fuel farm facility; and
 - (c) Any hangar.

Sec. 14-73. - Accident reports.

Any person damaging any Town-owned or leased improvements or land by operation of an aircraft, motor vehicle or otherwise shall immediately report the same to the Airport Director, but in any event not later than 48 hours following such damage. Repair of such damage shall be ordered and accomplished by the Airport Director. The person responsible for said damage shall pay the Town the full cost for repairs upon receipt of an invoice from the Town.

Sec. 14-74. - Interference with aircraft.

No person shall (a) interfere or tamper with any aircraft, (b) put in motion the engine of any aircraft, or (c) use any aircraft, aircraft parts, instrument or tools, without the express permission of the aircraft owner or the owner' designated representative, or under the specific direction of the Airport Director in an emergency as determined by the Airport Director.

No person shall interfere with the operation of any aircraft, including, without limitation, obstructing an aircraft in movement or obstructing or distracting or interfering with the vision of the pilot or pilots of an aircraft by mechanical means, light, sound, or any other means.

Sec. 14-75. – Airport event permit.

No entity shall host or have a special vent on the airport without possessing an approved airport event permit from the Town.

Applications for an airport event permit shall be submitted to the Airport Director no later than 45 days prior to the date of the proposed event. The Town shall issue a notice of approval or denial within 15 days after the airport event permit application is received by the Airport Director.

The Town may deny or revoke an airport event permit. If an airport event permit is denied or revoked, the applicant or person to whom a permit was issued may appeal the denial or revocation to the Town Manager, or the Town's Manager's designee, not later than 10 days following the date that the person receives notice of such denial or revocation. All decisions of the Town Manager, or the Town's Manager's designee, are final.

Exhibit A to Ordinance No. _____

Council Agenda Item: #R9

AGENDA CAPTION:

Presentation, discussion and consideration of approval of an amendment to the Code of Ordinances by amending Chapter 78 (Traffic and Vehicles), Article III (Vehicle Operation), Division 2 (Speed and Related Restrictions), Section 78-138 of the said code, removing the school zone on Vitruvian Way, between Marsh Lane and Spring Valley Road.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[School Zone Ordinance](#)

Type:

Ordinance

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS ALTERING THE SCHOOL ZONES OF CERTAIN STREETS OF SECTION 78-138 OF THE CODE OF ORDINANCES OF THE TOWN OF ADDISON BY ELIMINATING THE SCHOOL ZONE OF VITRUVIAN WAY, BETWEEN MARSHA LANE AND SPRING VALLEY ROAD BEING THE 3700 BLOCK THROUGH THE 4100 BLOCK OF VITRUVIAN WAY; REMOVING OF THE SCHOOL ZONE SIGNS ON VITRUVIAN WAY WHICH WERE STATED WITHIN SECTION 78-139 OF THE CODE OF ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 545.356 of the Texas Transportation Code provides that whenever the governing body of a municipality shall determine upon the basis of an engineering and traffic investigation that any prima facie speed limit is unreasonable or unsafe on a street or portion thereof within the municipality, taking into consideration the width and condition of the pavement, the usual traffic at the affected area, and other circumstances, the governing body may alter by ordinance the prima facie speed limit established by State law and determine and declare a reasonable and safe prima facie speed limit upon that street or portion thereof; and

WHEREAS, Section 78-131 of the Code of Ordinances of the Town of Addison, Texas (the "City") provides that the Town's Director of Public Works shall determine, on the basis of engineering and traffic surveys, investigation and study, reasonable and safe maximum speed limits for each street within the City and submit recommendations based on such survey and investigation to the City Council; and

WHEREAS, Section 78-133 of the Code of Ordinances provides that, on the basis of the recommendation of the Director of Public Works, the City Council may alter the prima facie maximum and minimum speed limits established by state law and Chapter 78 of the Code of Ordinances as the City Council may deem necessary; and

WHEREAS, the City Council, on the basis of an engineering and traffic investigation and upon the recommendation of the Director of Public Works, desires to eliminate the designated school zone on Vitruvian Way between Marsh Lane (3700 block) and Spring Valley Road (4100 block).

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

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

Section 2. Amendment. Sections 78-138 and 78-139 of Chapter 78 of the Code of Ordinances of the Town of Addison, Texas (the "City") are hereby amended as set forth in Exhibit A attached hereto and incorporated herein for all purposes, and all other chapters,

OFFICE OF THE CITY SECRETARY

ORDINANCE NO. _____

articles, sections, subsections, phrases and words of the said Code are not amended but are hereby ratified and confirmed:

Section 3. Basis for Amendment; Removal of Signs. The amendments made by this Ordinance and the elimination of the school zone of Vitruvian Way is based upon an engineering and traffic investigation and recommendation of the Public Works Director of the City in accordance with State law and the Code of Ordinances. The Director of Public Works of the City is hereby authorized and directed to remove all school zones signs, which designate a school zone on Vitruvian Way.

Section 4. Savings. This Ordinance shall be cumulative of all other ordinances of the City affecting speed limits and vehicles 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.

Section 5. Severability. The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 6. Effective Date. This Ordinance shall take effect upon the adoption and publication hereof in accordance with law, and upon the removal of signs giving notice of the school zone on Vitruvian Way.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the _____ day of _____, 2012.

Todd Meier, Mayor

ATTEST:

By: _____
Chris Terry, City Secretary

APPROVED AS TO FORM:

By: _____
John M. Hill, City Attorney

EXHIBIT A
to Ordinance No. _____

Amendment to Section 78-138, Code of Ordinances

Section 78-138 of the Code of Ordinances is amended to read as follows:

Sec. 78-138. School zones—Generally.

A person commits an offense if he operates or drives a vehicle on the following designated school zone streets at a speed greater than the speed designated by this section for that street or portion of that street, and any speed in excess of the limit provided in this section shall be prima facie evidence that the speed is not reasonable or prudent and is unlawful.

<i>Street</i>	<i>Extent</i>	<i>Speed(mph)</i>
Addison Road	Between Westgrove Drive and the town limits and being the 16900 block through the 17000 block of Addison Road	20
Vitruvian Way	Between Marsh Lane and Spring Valley Road being the 3700 block through the 4100 block of Vitruvian Way	20
Sojourn Road	Between Voss Road and Addison Road and being the 4500 block through the 4900 block at Sojourn Road	20
Spring Valley Road	Between Marsh Lane and Vitruvian Way being the 3700 block through the 4000 block of Spring Valley Road	20

EXHIBIT B
to Ordinance No. _____

Amendment to Section 78-139, Code of Ordinances

Section 78-139 of the Code of Ordinances is amended to read as follows:

Sec. 78-139. Same—Signs.

The director of public works shall mark all school zones described in this article with appropriate street markings and signs showing the beginning and ending of such school zones, the speed limits within such school zones and the hours during the day during which such speed limits are effective. All speed limit regulations for school zones shall be effective only at such times as appropriate signs advising motorists of the fact are placed in conspicuous places. Speed regulations established in school zones in this article shall be effective on school days only during the following hours:

<i>Street</i>	<i>Times</i>
Addison Road	7:00 a.m. to 8:30 a.m. Monday through Friday 3:00 p.m. to 4:15 a.m. Monday through Friday 1:15 p.m. to 2:00 p.m. on Friday only
Sojourn Drive	7:00 a.m. to 8:30 a.m. Monday through Friday 3:00 p.m. to 4:15 p.m. Monday through Friday 1:15 p.m. to 2:00 p.m. on Friday only
Spring Valley Road	7:00 a.m. to 8:30 p.m. Monday through Friday 3:00 p.m. to 4:30 p.m. Monday through Friday
Vitruvian Way	7:00 a.m. to 8:30 p.m. Monday through Friday 3:00 p.m. to 4:30 p.m. Monday through Friday

Council Agenda Item: #R10

AGENDA CAPTION:

Discussion and consideration of an amendment to the lease between the Town, as landlord, and Durga Services, LLC, as tenant, of the property located at 4460 Belt Line Road (Clay Pit Restaurant), and discussion and consideration of any other action pertaining to the lease.

FINANCIAL IMPACT:

The Clay Pit's current monthly rent is \$6,375.00. They have not paid rent for November-February. With the four months back rent and two returned check fees, Clay Pit currently owes the Town \$25,640.00. They are requesting that this amount be forgiven and that the monthly rent going forward be reduced by half to \$3,187.50

BACKGROUND:

The Town of Addison owns the land at 4460 Beltline Road and leases it to the operators of the Clay Pit Restaurant. They have approached Town staff to request rent relief citing a decline in business. They are requesting that the previous unpaid rent (totalling 25,640.00) be forgiven and the rent going forward be reduced by half. They are also requesting that the Town allow them to display lunch signage. This has been denied previously, as it violates the Town's sign ordinance against temporary signage. They have also stated a desire for the Town to address unspecified repair issues at the property.

The full request document is attached.

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[Clay Pit Request](#)

Type:

Exhibit



CLAY PIT

4460 Beltline Rd, Addison, TX - 65001

Telephone: 972-233-0111

Mobile: 972-352-9607

Fax: 972-233-0141

Date: January 30, 2012

To:

The City of Addison, TX

Subject: Request to revise the rental fees for Clay Pit, in Addison, TX

Dear Sir/Madam,

Clay Pit restaurant has been successfully providing Food Services to its customers in the DFW area for 10 years now and we have built a strong reputation during this time. We are proud to be a part of the small business community in the city of Addison.

As new owners of Clay Pit, since 2011, we have witnessed a number of changes that have made the business environment more challenging.

Firstly, we have found that the demand for eating out has been impacted negatively due to recessionary economic conditions and reduced consumer spending. This directly impacted our revenues and it is clearly evident if you compare the \$120K Monthly average sales Clay Pit had during 2003 to \$60K average monthly sales in the recent times. This is 50% decline in revenues and it is making hard to run a profitable business. On top of this, growing cost of raw materials, labor & utilities is forcing our business to operate on declining profit margins. To give an example: We now have a quote of \$9523.69 for replacing the 7 year old Water Heater, which burned out today.

A combination of these elements required our investors to continue to invest more than planned to keep the business running. The investors have been accommodating and were willing to put more money, since change of ownership.

Even though we are faced with such tough business environment, we truly believe in Clay Pit business model and we think we can deliver a very unique dining experience to our customers. We are identifying and taking any actions required to make Clay Pit a viable small business that can create jobs in our local community and provide excellent service to its customers.

As part of identifying areas where we can reduce our expenses, we reviewed our rental arrangement with the City of Addison. A restaurant like Clay Pit might has been able to bear a **\$ 6,3375 per month rental fee (in addition to \$ 4,895 per month being paid to GE Capitol)**, when the monthly sales were about **\$120K**. But now the business climate has changed and we are hardly performing at that level. The fact that we were delinquent on 3 month's rent is an indication that the business is unable to support that level of rental



CLAY PIT

4460 Beltline Rd, Addison, TX - 65001

Telephone: 972-233-0111

Mobile: 972-352-9607

Fax: 972-233-0141

fee. We request you to revise this rental arrangement and provide us with the following relief:

1. Provide us a 50% discount on the monthly rent, we owe to city of Addison for the next 36 months
2. Waive the 3 months rent that Clay Pit is currently delinquent on
3. Allow us to display a lunch signage at the desired location within our patio, which was denied earlier.
4. Address known repair issues and Invest in updating the property (We have been spending heavily on repairs/maintenance of the utilities equipment/Property)

If you obliged with our request, it would give us the much needed runway to revise our business strategy and make operational changes to turn Clay Pit into a profitable & growing business in the next 36 months. To convince you that the ownership of Clay Pit is invested in this business for the long run and would like to utilize any relief you would provide on the rental fees to a positive use, here is a synopsis of the upgrades / changes that are currently being implemented or planned for:

1. Adding new Investors: A New Business Partner, Vijay Indupuru, with 20 years of USA/International food & hospitality industry experience has recently joined the business. This is a clear demonstration that Clay Pit is still a very attractive investment and Vijay's addition to the team will provide valuable experience in driving the business forward.
2. Expanding Food Offering: We have added new chefs with experience in traditional South Indian and Indo-Chinese cuisines. This will help us expand our menu and potentially increase our revenue.
3. Enhanced menu for Lunch buffet and Dinner a la carte: We are adding items from our Buffet & Dinner menu to better suit our potential customer tastes and preferences. This will help us improve customer satisfaction, brand value and eventually our revenues.
4. Investing in improvements to the restaurant: We have built a new patio, upgraded our Lunch Buffet area in the recent months. We are planning to invest in updating the interior/exterior landscape to meet business needs.
5. Investment in Marketing & Advertising:
 - Targeted Marketing: We are investing in targeted marketing and promotions with Groupon, Google Offers, MyDeals Hub and Dallas Observer to increase our customer reach.
 - Local FM Radio Advertising: Our investment in this area has increased in the past few months and we are planning to continue to invest in this area.
 - Web Operations : We plan to upgrade our website and Search Engine



CLAY PIT

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Optimization to improve our customer reach via digital media

- Social Networking: Improve our online social presence (Facebook, Twitter)

No matter how challenging the business environment is and how much financial hardship Clay Pit is currently going through, we are very passionate about this business. We believe that we can make a difference in our community by running a small business like Clay Pit. We are no different from any other small business owner and we cannot succeed on our own. We need help from key allies like the City of Addison to help us during these tough times. We are hopeful that you will accommodate our requests and provide us the necessary support.

Yours Sincerely,
Owners

Harini Kalvakuntla/Kalyan Akkaseni/Vijay Indupuru

Council Agenda Item: #ES1

AGENDA CAPTION:

Closed (Executive) session of the Addison City Council pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter, regarding a lease between the Town, as landlord, and Durga Services, LLC, as tenant, of the property located at 4460 Belt Line Road (Clay Pit restaurant).

FINANCIAL IMPACT:

n/a

BACKGROUND:

n/a

RECOMMENDATION:

n/a

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #ES2

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: #ES3

AGENDA CAPTION:

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

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

COUNCIL GOALS:

N/A

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:

No Attachments Available

Type:

Council Agenda Item: #R12

AGENDA CAPTION:

Discussion and consideration of any action regarding the lease between the Town, as landlord, and Durga Services, LLC, as tenant, of the property located at 4460 Belt Line Road (Clay Pit restaurant).

FINANCIAL IMPACT:

n/a

BACKGROUND:

n/a

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available