



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

AUGUST 14, 2012

TOWN HALL

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

WORK SESSION

Item Presentation and discussion regarding the adoption and
#WS1 - implementation of a stormwater utility fee.

Attachment(s):

1. Cover Memo
 2. DFW Stormwater Utility Fees
 3. Stormwater Utility Fee Survey
 4. Conceptual Drainage Master Plan Summary
-

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 June 18, 2012 Special Council Meeting.

#2b- Approval of Minutes for the June 26, 2012 Regular Council Meeting.

#2c- Approval of Minutes for the July 2, 2012 Regular Council Meeting.

#2d- Approval of Minutes for the July 10, 2012 Regular Council Meeting.

#2e- Approval of Minutes for the August 7, 2012 Regular Council Meeting.

#2f- Award of bid to Nu-Way Construction for the S-1 Parking Lot Improvements at Addison Airport in the amount of \$58,024.57.

#2g- Approval authorizing the City Manager to execute an Inter-local Agreement (ILA) between the City of Carrollton and

the Town of Addison for Fleet Services effective October 1, 2012 until September 30, 2015.

Item #R3 Recognition of UDR for the achievement of LEED Gold certification for Savoye II.

Item #R4 Discussion regarding Addison applicants in the 24th class of the Leadership Metrocrest program.

Item #R5 FINAL PLAT/MHS South Addition, Lot 1, Block B, and Lot 2R, Block A. Discussion and consideration of approval of a final plat for two lots: Lot 1, Block B – 2.411 acres, and Lot 2R, Block A – 2.443 acres, being a replat of Lot 2, Block A, MHS Addition, located at the northeast and southeast corners of Addison Road and Sojourn Drive, on application from MHSS Addition, LP, represented by Mr. David Kochalka of Kimley-Horn and Associates, Inc.

COMMISSION FINDINGS: The Addison Planning and Zoning Commission, meeting in regular session on July 26, 2012, voted to recommend approval of the request for Final Plat approval for MHS South Addition, Lot 1, Block B and Lot 2R, Block A, subject to the following conditions:

-Check wording, acreages, and dimensions within the Owner's Certificate, as they do not match the drawing.

-Change the drawing title to Final Plat and update the date.

Voting Aye: Angell, Doherty, Groce, Olive, Stockard

Voting Nay: none

Absent: Hewitt, Wheeler

Attachment(s):

1. docket map, staff report, and commission findings

Recommendation:

Administration recommends approval.

Item #R6 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 Article IV, Division 3, Attached Signs, Sec. 62-162 and Sec. 62-163 at 4135 Belt Line Rd. Suite 102 in order to provide for two attached signs that with a total of 114.5 square feet in area and a letter 28" in height on application from Salon Boutique Academy.

Attachment(s):

1. APPLICATION, BUILDING OWNER MEMO, SIGN DIMENSIONS, SITE PLAN

Recommendation:

Staff recommends denial.

Item #R7 Discussion regarding Modified Levels of Service for the Fiscal Year 2013 budget.

Attachment(s):

1. 2013 CM Proposed MLS

Item #R8 Discussion and consideration of approval of a resolution approving and authorizing the City Manager to enter into

an interlocal agreement with the City of Carrollton, Texas and the City of Farmers Branch, Texas for the resale of wholesale treated water.

Attachment(s):

1. DWU Water Resale Interlocal Agreement
2. Resolution Authorizing City Manager to enter Into Interlocal Agreement

Recommendation:

Staff recommends approval.

Item #R9 Discussion regarding process and philosophy of the
- Mayor's weekly newsletter.

Item #R10 - Discussion regarding City Council rules and procedures and code of ethics.

Attachment(s):

1. Rules & Procedures
2. Amended Code of Ethics

Adjourn Meeting

Posted:

Chris Terry, 8/10/2012, 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 regarding the adoption and implementation of a stormwater utility fee.

FINANCIAL IMPACT:

n/a

BACKGROUND:

n/a

RECOMMENDATION:

n/a

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

- 📎 [Cover Memo](#)
- 📎 [DFW Stormwater Utility Fees](#)
- 📎 [Stormwater Utility Fee Survey](#)
- 📎 [Conceptual Drainage Master Plan Summary](#)

Type:

- Cover Memo
- Backup Material
- Backup Material
- Backup Material

Addison!

Office of the City Manager

MEMO

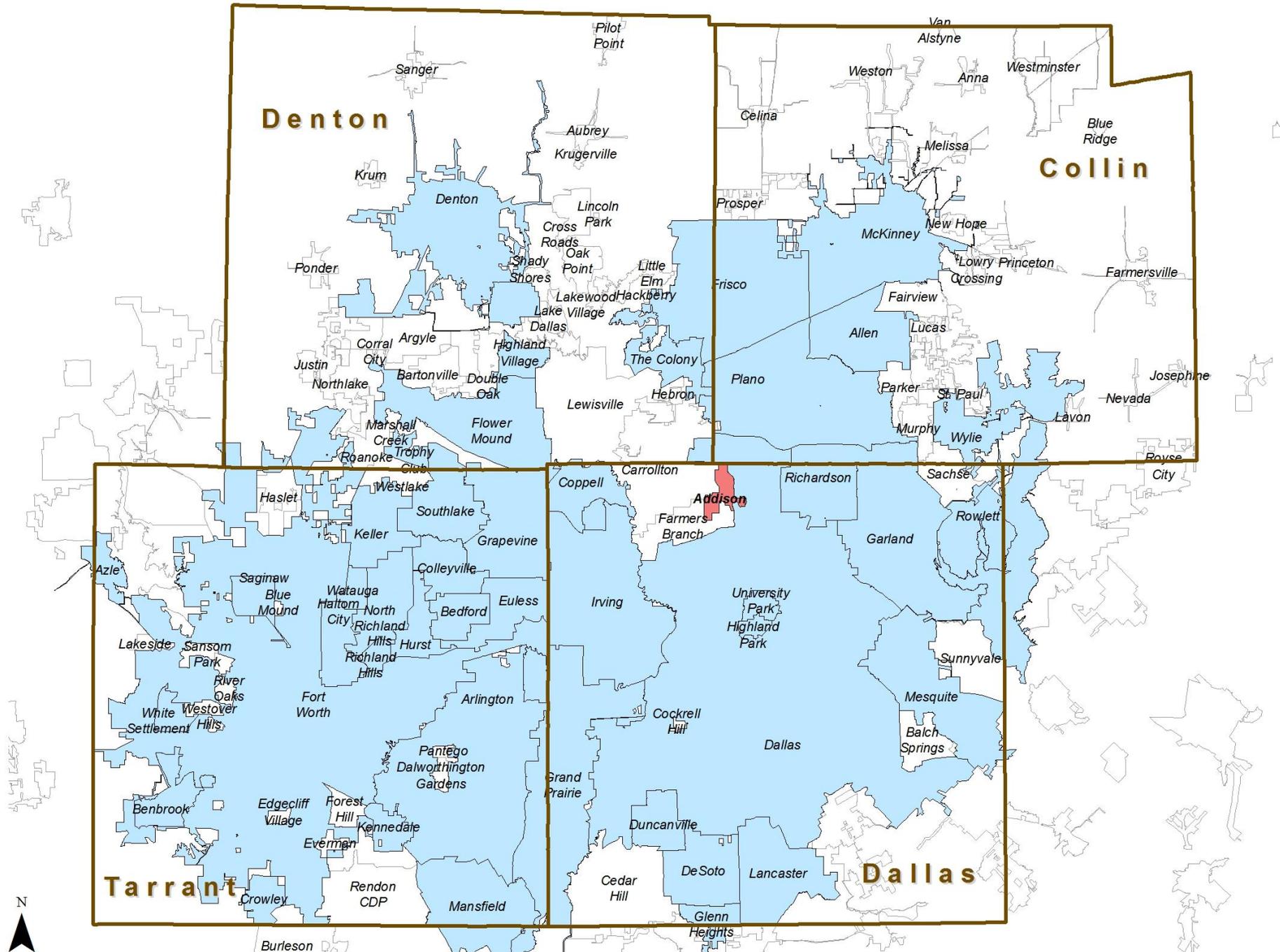
To: Ron Whitehead, City Manager
From: Alison Ream, Assistant to the City Manager
Re: Stormwater Utility Fee Recommendations
Date: August 8, 2012

In March 2012, the Council authorized staff to work with Halff Associates and Palmer Price, Inc. to initiate a study of the possible adoption and implementation of a stormwater utility fee. The purpose of the study was to address the Town's drainage infrastructure needs as well as the growing financial obligations of our TCEQ-mandated stormwater management program. On Tuesday, August 14, staff will present to the Council the results of the study and staff's recommendations regarding the adoption and implementation of a stormwater fee. The information presented will include an overview of the Town's conceptual drainage master plan, operations and maintenance activities to be funded by the proposed fee, the recommended fee structure and various funding options.

For your review, the following information is attached:

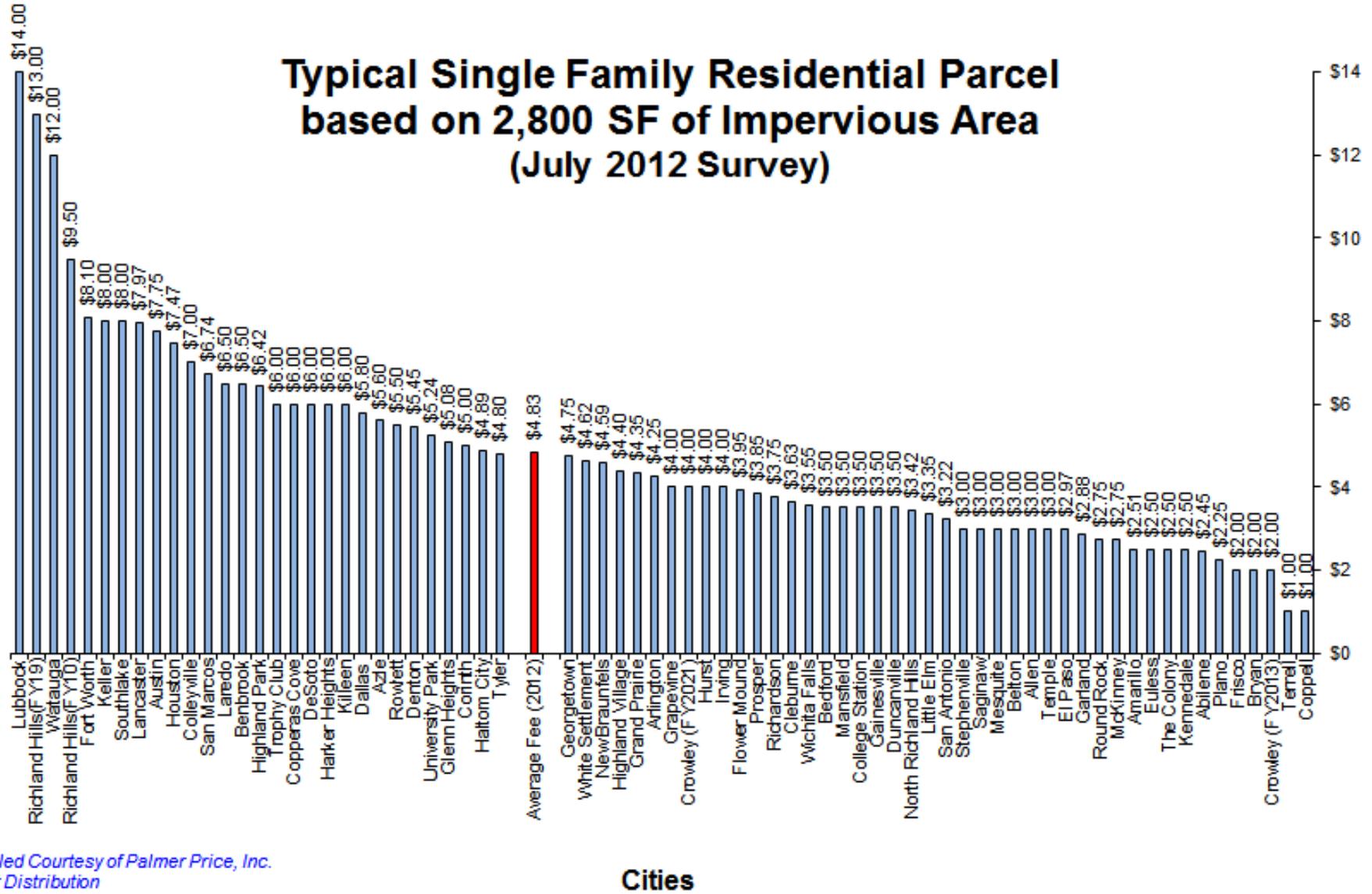
1. A map of the North Texas region highlighting those cities currently charging a stormwater utility fee. The cities of Lewisville, Roanoke, Weatherford and Seagoville are not highlighted on the map, but are currently in the process of implementing a fee.
2. A July 2012 fee survey of Texas cities with a stormwater utility fee.
3. A summary of the Conceptual Drainage Master Plan prepared for the Town by Halff Associates that identifies the potential costs of future drainage improvements.

DFW Stormwater Utility Fee Map



Monthly Stormwater Fees

Typical Single Family Residential Parcel based on 2,800 SF of Impervious Area (July 2012 Survey)

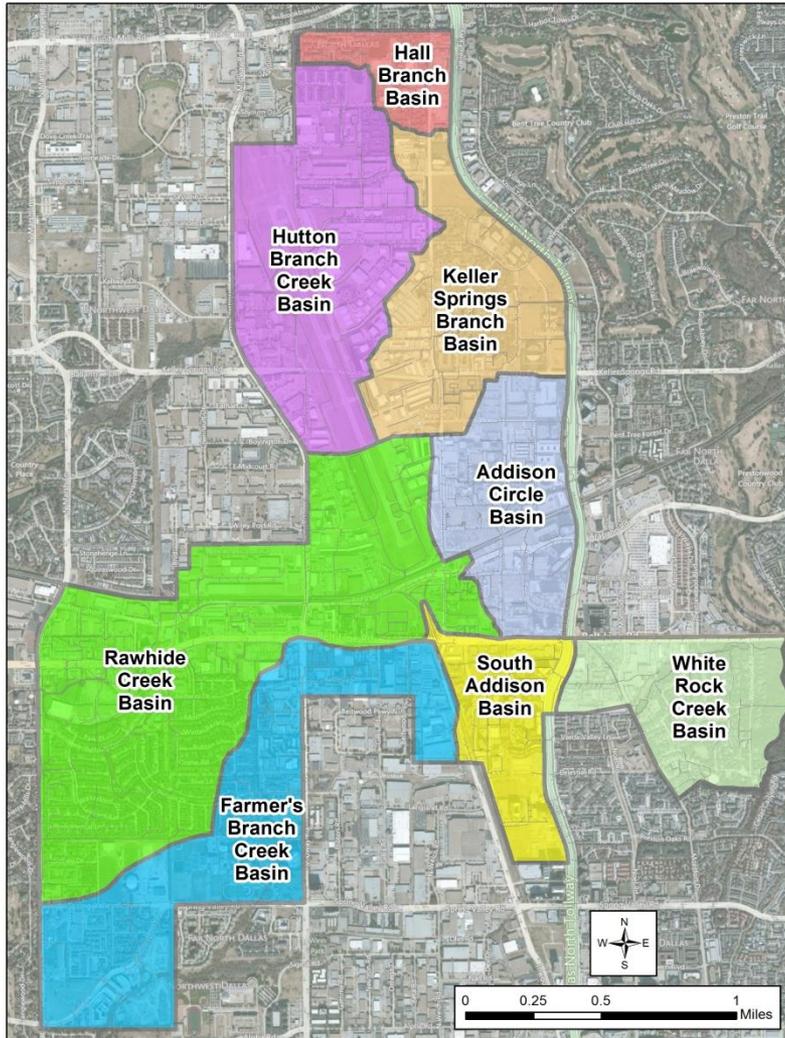


Compiled Courtesy of Palmer Price, Inc.
Not for Distribution

Cities



Conceptual Drainage Master Plan Summary



Watershed	Total Costs
Addison Circle Basin	\$1,916,000
Farmers Branch Creek Basin	\$5,632,500
Hall Branch Basin	\$1,523,500
Hutton Branch Basin	\$16,422,000
Keller Springs Branch Basin	\$4,350,000
Rawhide Creek Basin	\$17,068,000
South Addison Basin	\$653,000
White Rock Creek Basin	\$1,204,000
City-Wide Projects	\$1,902,000
	\$50,671,000

Council Agenda Item: #R 2a

AGENDA CAPTION:

Approval of Minutes for the June 18, 2012 Special Council Meeting.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

 [June 18 Minutes](#)

Type:

Backup Material

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

June 18, 2012

6:00 PM - Town Hall

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

Chris Terry, 6/15/2012, 5:00 pm

Council Members Present:

Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Absent:

None

Item #S1 - Discussion regarding City Council rules and procedures and code of ethics.

There was no action taken.

Item #S2 - Discussion regarding Council calendars and associated technology.

There was no action taken.

Item #S3 - Discussion regarding the Town of Addison Strategic Plan and background and process for the FY 2013 Budget.

There was no action taken.

Item #S4 - Discussion regarding an Economic Development Incentive Agreement between the Town and VOP, LP, and GF III VOP, LP regarding the Village on the Parkway located generally at the southeast corner of the intersection of Belt Line Road and Dallas Parkway.

There was no action taken.

Item #S5 - Discussion and consideration of approval of a resolution affirming the appointment of a member of the DART Board of Directors.

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

Item #S6 - Consideration, discussion and approval of a resolution supporting the appointment of Bruce Arfsten as the alternate representative to the Regional Transportation Council of the North Central Texas Council of Governments.

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

Mayor-Todd Meier

Attest:

City Secretary-Chris Terry

Council Agenda Item: #R 2b

AGENDA CAPTION:

Approval of Minutes for the June 26, 2012 Regular Council Meeting.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

 [June 26 Minutes](#)

Type:

Backup Material

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL REGULAR MEETING

June 26, 2012

7:30 PM - Town Hall

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

Chris Terry, 6/22/2012, 5:00 pm

Council Members Present:

Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Absent:

None

REGULAR MEETING

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

Item #R2 - Consent Agenda

#2a - Approval of Minutes for the June 12, 2012 Regular Council Meeting.

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

The motion was seconded by Council Member Chris DeFrancisco.

The motion result was:

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Voting Nay: None

#2b - Approval of a resolution that authorizes the Town to designate representatives that can transact business with the TexPool local government investment pool.

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, Gunther, Meier, Moore,
Resnik
Voting Nay: None

#2c - Approval authorizing the City Manager to make the final payment and release retainage to Grove Electrical Service, Inc for the Belt Line Lighting and Landscape Improvements.

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, Gunther, Meier, Moore,
Resnik
Voting Nay: None

#2d - Approval of a resolution that authorizes The Town of Addison is a member of a 150-member city coalition known as the Oncor Cities Steering Committee (OSCS). The resolution approves the assessment of a ten cent (\$0.10) per capita fee to fund the activities of the Steering Committee.

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, Gunther, Meier, Moore,
Resnik
Voting Nay: None

Item #R3 - Presentation of 2012 Leadership Metrocrest Graduates.

Tracy Eubanks, Metrocrest Chamber of Commerce, spoke regarding this item.

There was no action taken.

Item #R4 - Consideration and approval of a proposed sale and assignment by the tenant of the tenant's leasehold interest in two ground lease properties at Addison Airport, one of which is located at 4570 Westgrove Drive (known as Westgrove Air Plaza) and the other which is an unimproved tract located adjacent to Westgrove Air Plaza at the southwest corner of the intersection of Addison Road and Westgrove Road, and of amendments to the lease of each of the said ground lease properties.

John Hill, Lea Dunn, Bill Dyer, SAMI, presented and spoke regarding this item.

Council Member Resnik moved to table this item for the shorter of 90 days or the completion of the Addison Airport Strategic Plan.

A motion to Defer was made by Council Member Neil Resnik.

The motion was seconded by Council Member Blake Clemens.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Voting Nay: None

Item #R5 - Discussion of a report submitted by The Retail Connection at the request of the Mayor on the parking at the Quorum Plaza II shopping center, located at 4930-4950 Belt Line Road.

Daniel Fuller, Retail Connection and Preston Pillsbury, UCR Asset Services, presented and spoke regarding this item.

Mayor Meier requested the item be revisited within 90 days.

There was no action taken.

Item #R6 - Consideration of approval of a contract with CDWG

Government for the purchase and installation of 190 PCs in the amount of \$144,904.00, and authorizing the City Manager to execute the same, subject to the City Attorney's final approval.

Hamid Khaleghipour presented and spoke regarding this item.

A motion to Approve was made by Council Member Neil Resnik.
The motion was seconded by Council Member Chris DeFrancisco.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Voting Nay: None

Item #R7 - Discussion regarding the Fiscal Year 2013 Airport budget.

Mark Acevedo presented and spoke regarding this item.

There was no action taken.

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 9:25 pm

Council left executive session at 9:40 pm

There was no action taken.

Item #R8 - 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.

Motion subject to the discussion on timing as discussed in the executive session, subject to review and approval of the City Manager and City Attorney.

A motion to Approve was made by Council Member Chris DeFrancisco.

The motion was seconded by Council Member Bruce Arfsten.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Voting Nay: None

Mayor-Todd Meier

Attest:

City Secretary-Chris Terry

Council Agenda Item: #R 2c

AGENDA CAPTION:

Approval of Minutes for the July 2, 2012 Regular Council Meeting.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

 [July 2 Minutes](#)

Type:

Backup Material

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

July 2, 2012

6:00 PM - Town Hall

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

Chris Terry, 6/29/2012, 5:00 pm

Council Members Present:

Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Absent:

None

Item #S1 - Presentation, discussion and consideration of adoption of a Resolution removing certain persons from, and appointing certain persons to, the Board of Directors of the North Dallas County Water Supply Corporation.

A motion to Approve was made by Council Member Chris DeFrancisco.

The motion was seconded by Council Member Margie Gunther.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Voting Nay: None

Item #S2 - Discussion regarding the Town of Addison Strategic Plan and background and process for the FY 2013 Budget.

Item was tabled.

There was no action taken.

Item #S3 - Discussion regarding the council liaison process and assignments

There was no action taken.

Mayor-Todd Meier

Attest:

City Secretary-Chris Terry

Council Agenda Item: #R 2d

AGENDA CAPTION:

Approval of Minutes for the July 10, 2012 Regular Council Meeting.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

 [July 10 Minutes](#)

Type:

Backup Material

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

July 10, 2012

6:00 PM - Town Hall

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

Upstairs Conference Room

Council Members Present:

Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Absent:

None

Work Session

Item #WS1 - Presentation and discussion regarding best practices in compensation.

Mayor-Todd Meier

Attest:

City Secretary-Chris Terry

**OFFICIAL ACTIONS OF THE ADDISON CITY
COUNCIL**

REGULAR MEETING

July 10, 2012

6:00 PM - Town Hall

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

Chris Terry, 7/6/2012, 5:00 pm

Council Members Present:

Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Absent:

None

REGULAR MEETING

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

Item #R2 - Consent Agenda

#2a - Approval of a contract with Stealth Monitoring Inc. for the purchase and installation of 8 wireless cameras at the Vitruvian Park and 12 months monitoring services in the amount of \$26,970, subject to the City Attorney's final approval.

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

The motion was seconded by Council Member Bruce Arfsten.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Voting Nay: None

#2b - Approval of a resolution authorizing continued participation with the Atmos Cities Steering Committee; And authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation.

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

The motion was seconded by Council Member Bruce Arfsten.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Voting Nay: None

#2c - Approval of a contract with TRP Construction Group, LLP in an amount not to exceed \$38,276.85 for the replacement of pavement markings in various locations throughout the Town.

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

The motion was seconded by Council Member Bruce Arfsten.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Voting Nay: None

#2d - Approval of a resolution to allow the Addison Police Department to participate in the Texas Department of Transportation's Crash Reporting and Analysis for Safer Highways (CRASH) System.

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

The motion was seconded by Council Member Bruce Arfsten.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Voting Nay: None

#2e - Approval of a proposal from Icon Consulting Engineers, Inc. in amount not to exceed \$48,500 to provide for additional construction phase services for the Vitruvian Park Public Infrastructure improvements.

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

The motion was seconded by Council Member Bruce Arfsten.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik
Voting Nay: None

Item #R3 - PUBLIC HEARING. Case 1656-SUP/Best Thai Restaurant. Public hearing, discussion and consideration of approval of an ordinance providing for a change of zoning on a tract of land generally located within the Town at 4135 Belt Line Road, Suite 112, which tract of land is currently zoned LR Local Retail with a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption, by amending to the existing Special Use Permit for a restaurant and the existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption in order to expand an existing restaurant, located at the said tract of land, on application from Mr. Kunya Chaisuwan of Best Thai Restaurants. Voting Aye: Doherty, Groce, Hewitt, Oliver, Stockard, Wood. Voting Nay: none. Absent: Angell

Carmen Moran presented and spoke regarding this item. Council Member Resnik moved approval subject to the condition that no signage contain any graphic depiction of alcohol.

A motion to Approve was made by Council Member Neil Resnik. The motion was seconded by Council Member Margie Gunther. The motion result was: Passed
Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik
Voting Nay: None

Item #R4 - Presentation regarding the Storm Ready designation by the National Weather Service Fort Worth Office warning meteorologist.

Chief O'Neal presented and spoke regarding this item.

There was no action taken.

Item #R5 - Discussion and consideration of approval of a proposed sale and assignment by the tenant (Regions Bank) to the assignee (Guardian Texas Management LLC) of the tenant's leasehold interest in two ground lease properties at Addison Airport, one of which is located at 4570 Westgrove Drive (known as Westgrove Air Plaza) and the other which is an unimproved tract located adjacent to Westgrove Air Plaza at the southwest corner of the intersection of Addison Road and Westgrove Road.

Bill Dyer, SAMI, presented and spoke regarding this item. Council Member Resnik moved approval of the assignment of lease subject to the final review and approval of the City Manager and City Attorney.

A motion to Approve w/ Conditions was made by Council Member Neil Resnik.

The motion was seconded by Council Member Janelle Moore.

The motion result was: Passed

Voting Aye: Arfsten, Gunther, Meier, Moore, Resnik

Voting Nay: Clemens, DeFrancisco

Item #R6 - Presentation and discussion by the fire chief on the Insurance Services Office Public Protection Classification Survey results.

Chief O'Neal presented and spoke regarding this item.

There was no action taken.

Item #R7 - Consideration and approval authorizing the City Manager to execute an Interlocal Agreement with the City of Dallas to construct a 12 inch water main within the public right-of-way of the Dallas Parkway, from approximately 500 linear feet north of Verde Valley Lane to BeltLine Road.

Lea Dunn presented and spoke regarding this item. Item was

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

A motion to Approve was made by Council Member Neil Resnik.
The motion was seconded by Council Member Chris DeFrancisco.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Voting Nay: None

Item #R8 - Discussion and consideration of approval of a Resolution relating to the giving of Notice of Intention to Issue Town of Addison, Texas Combination Tax and Revenue Certificates of Obligation, Series 2012.

Eric Cannon presented and spoke regarding this item. Item was approved subject to the changes in the interest rate, maximum maturity date, subject to final review of city manager and city attorney, current law and the advice of bond counsel.

A motion to Approve was made by Council Member Neil Resnik.
The motion was seconded by Council Member Bruce Arfsten.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Voting Nay: None

Mayor-Todd Meier

Attest:

City Secretary-Chris Terry

Council Agenda Item: #R 2e

AGENDA CAPTION:

Approval of Minutes for the August 7, 2012 Regular Council Meeting.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

 [August 7 Minutes](#)

Type:

Backup Material

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

August 7, 2012

6:00 PM - Town Hall

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

Chris Terry, 8/3/2012, 5:00 pm

Council Members Present:

None

Absent:

None

Item #WS1 - Discussion regarding the Planning and Zoning Commission appointment process.

Council Member Resnik spoke regarding this item.

There was no action taken.

Item #S1 - Discussion regarding the Town of Addison Strategic Plan and FY 2013 Budget.

Item was moved to follow item S2.

There was no action taken.

Item #S2 - Discussion and consideration of a resolution establishing a vote of record that proposes a property tax rate for the Town's fiscal year beginning October 1, 2012 and ending September 30, 2013, and designating dates for the holding of a public hearing regarding, and a date for the adoption of, the property tax rate for the said 2012/2013 fiscal year.

Council Member Resnik moved approval of a vote of record for the FY2013 ad valorem tax rate at 62.5 cents, and to set the public hearing dates as August 21 and August 28.

A motion to Approve was made by Council Member Neil Resnik.

The motion was seconded by Council Member Janelle Moore.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Voting Nay: None

Mayor-Todd Meier

Attest:

City Secretary-Chris Terry

Council Agenda Item: #R 2f

AGENDA CAPTION:

Award of bid to Nu-Way Construction for the S-1 Parking Lot Improvements at Addison Airport in the amount of \$58,024.57.

FINANCIAL IMPACT:

Funds are budgeted and available in the Airport Operators Budget.

BACKGROUND:

The project consists of approximately 438 square yards of parking lot pavement reconstruction including removal of an asphalt pavement section and construction of reinforced concrete pavement at the S-1 Parking Lot area.

Eight bids were received. The low responsible bid is from Nu-Way Construction, in the amount of \$58,024.57.

LDM Design and Construction submitted the low bid for both bid amounts. After further review of their bid documents, LDM doesn't meet the requirements in the "Statement of Bidder's Qualifications" regarding experience record in construction of similar work to that which is involved for this project. The second lowest bidder for both bid amounts is Nu-Way Construction. The Total amount bid for Nu-Way Construction is less than our Engineer's Estimate of \$64,747.00.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

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

ATTACHMENTS:

Description:

📎 [Cover Memo](#)

📎 [Engineers Recommendation Ltr.](#)

Type:

Cover Memo

Backup Material

DATE SUBMITTED: August 6, 2012
FOR COUNCIL MEETING: August 14, 2012

Council Agenda Item:

SUMMARY:

Consideration of award of bid to Nu-Way Construction for the S-1 Parking Lot Improvements at Addison Airport in the amount of \$58,024.57.

FINANCIAL IMPACT:

Funds are budgeted and available in the Airport Operators Budget.

BACKGROUND:

The project consists of approximately 438 square yards of parking lot pavement reconstruction including removal of an asphalt pavement section and construction of reinforced concrete pavement at the S-1 Parking Lot area.

Eight bids were received. The low responsible bid is from Nu-Way Construction, in the amount of \$58,024.57.

LDM Design and Construction submitted the low bid for both bid amounts. After further review of their bid documents, LDM doesn't meet the requirements in the "Statement of Bidder's Qualifications" regarding experience record in construction of similar work to that which is involved for this project. The second lowest bidder for both bid amounts is Nu-Way Construction. The Total amount bid for Nu-Way Construction is less than our Engineer's Estimate of \$64,747.00.

RECOMMENDATION:

Staff recommends approval.



3010 Gaylord Parkway
 Suite 190
 Frisco, TX 75034
 TEL 972.377.7480
 FAX 972.377.8380
 www.GarverUSA.com

July 31, 2012

Mark Acevedo
 Director of General Services
 Town of Addison
 PO Box 9010
 Addison, TX 75001

Re: S-1 Parking Lot Improvements (Bid No. 12-17)
 Recommendation of Award

Dear Mark:

Bids were received for the S-1 Parking Lot Improvements project at the Town of Addison Finance Building at 2:00 pm on July 30, 2012. The following eight bids were received:

	LDM Design and Construction	Nu-Way Construction	Overland Services	Cates, Courtney & Roebuck
S-1 Parking Lot (Base Bid)	\$ 46,558.02	\$ 47,030.32	\$ 52,403.00	\$ 56,295.00
Asphalt Paving (Alternate)	\$ 8,949.48	\$ 10,994.25	\$ 17,120.00	\$ 18,725.00
Total Amount Bid (Base + Alternate)	\$ 55,507.50	\$ 58,024.57	\$ 69,523.00	\$ 69,523.00

	Jim Bowman Construction	C.E. Cooks & Sons	Tegrity Contractors	Zagros Construction
S-1 Parking Lot (Base Bid)	\$ 60,017.25	\$ 61,062.50	\$ 75,781.00	\$ 79,492.00
Asphalt Paving (Alternate)	\$ 13,589.00	\$ 15,515.00	\$ 13,375.00	\$ 24,610.00
Total Amount Bid (Base + Alternate)	\$ 73,606.25	\$ 76,577.50	\$ 89,156.00	\$ 104,102.00

A tabulation of the bids received and our Engineer's Opinion of Probable Cost is enclosed with this letter. LDM Design and Construction submitted the low bid for both bid amounts. After further review of their bid documents, LDM doesn't meet the requirements in the "Statement of Bidder's Qualifications" regarding experience record in construction of similar work to that which is involved for this project. The second lowest bidder for both bid amounts is Nu-Way Construction. The Total amount bid for Nu-Way Construction is less than our Engineer's Estimate of \$64,747.00. We recommend award of the Total Amount Bid (Base + Alternate) in the amount of \$58,024.57 to Nu-Way Construction as the best value for the Town.

Please call me if you have any questions.

Sincerely,

Frank McIllwain, PE
 Senior Project Manager

Attachments: Bid Tabulation
 L:\2012\12081100 - ADS S-1 Parking Lot\Correspondence\Outgoing\S-1 Parking Lot Recommendation of Award.doc

Council Agenda Item: #R 2g

AGENDA CAPTION:

Approval authorizing the City Manager to execute an Inter-local Agreement (ILA) between the City of Carrollton and the Town of Addison for Fleet Services effective October 1, 2012 until September 30, 2015.

FINANCIAL IMPACT:

Repair costs are budgeted in department budgets.

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

BACKGROUND:

The Inter-local 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 Inter-local Agreement (ILA) with the City of Carrollton for Fleet Services while staff continued to further evaluate the fleet maintenance operations and determine how best to provide quality services while achieving cost efficiencies going forward.

In February the Council authorized the City Manager to further extend the Interim Agreement until September 30, 2012. As Council is aware, staff has decided to outsource fleet services 100% and began doing so on July 2, 2012 under the current Interim Inter-local Agreement (ILA) which expires September 30, 2012. Approval of this item creates a long term Inter-local Agreement (ILA) to September 30, 2015 which coincides with the

City of Carrollton's agreement with the current fleet services provider.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

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

ATTACHMENTS:

Description:

- 📎 [Cover Memo](#)
- 📎 [ILA Agreement](#)
- 📎 [Exhibit A](#)
- 📎 [Appendix A](#)

Type:

- Cover Memo
- Backup Material
- Backup Material
- Backup Material

Council Agenda Item: _____

SUMMARY:

Consideration and approval authorizing the City Manager to execute an Inter-local Agreement (ILA) between the City of Carrollton and the Town of Addison for Fleet Services effective October 1, 2012 until September 30, 2015.

FINANCIAL IMPACT:

Repair costs are budgeted in department budgets.

Repair Cost: \$58.21 per hour

Parts & Sublet Cost: 5% over cost

BACKGROUND:

The Inter-local 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 Inter-local Agreement (ILA) with the City of Carrollton for Fleet Services while staff continued to further evaluate the fleet maintenance operations and determine how best to provide quality services while achieving cost efficiencies going forward.

In February the Council authorized the City Manager to further extend the Interim Agreement until September 30, 2012. As Council is aware, staff has decided to outsource fleet services 100% and began doing so on July 2, 2012 under the current Interim Inter-local Agreement (ILA) which expires September 30, 2012. Approval of this item creates a long term Inter-local Agreement (ILA) to September 30, 2015 which coincides with the City of Carrollton's agreement with the current fleet services provider.

RECOMMENDATION:

Staff recommends approval.

INTERLOCAL AGREEMENT
CITY OF CARROLLTON AND TOWN OF ADDISON

This INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into 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 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; and

WHEREAS, 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, another governmental function and service identified in the Act, could not be adequately provided for and protected; and

WHEREAS, maintenance and repair of the Cities’ equipment and vehicles (“fleet maintenance”) is critical to and an integral and necessary part of providing governmental functions and services;

WHEREAS, pursuant to and in accordance with the Act, CITY and ADDISON desire to enter into an agreement regarding fleet maintenance, repair and related services (the “Services”); and

WHEREAS, CITY can provide and sell those Services to ADDISON; and

WHEREAS, ADDISON has asked the CITY to provide Services to ADDISON to enable ADDISON to maintain its vehicle and equipment fleet and related systems and keep them operational, and CITY desires to do so as set forth herein.

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

1. SALE AND PURCHASE

1.1 For the consideration hereinafter agreed to, and under the terms and conditions of this Agreement, the CITY undertakes, covenants and agrees to sell to ADDISON Services. The Services will be provided by the CITY to ADDISON at both the CITY and ADDISON service center locations (the CITY's service center location being currently at _2711 Nimitz Lane, Carrollton Tx. 75007, and ADDISON's service center location being currently at 16801 Westgrove Drive, Addison Tx. 75001).

2. CITY RESPONSIBILITIES

2.1 The CITY's responsibilities with respect to this Agreement are set forth herein and in Exhibit "A", attached to and incorporated herein.

3. ADDISON RESPONSIBILITIES

3.1 ADDISON's responsibilities with respect to this Agreement are set forth herein and in the attached Exhibit "A".

4. RATES AND PAYMENT

4.1 As consideration for the Services contracted for herein, ADDISON agrees to pay the CITY the rates set forth in Appendix "A" attached to Exhibit "A" and

incorporated herein. ADDISON shall pay for the Services from current revenues available to ADDISON.

4.2 The CITY has heretofore entered into an agreement with G4S Integrated Fleet Services, LLC, a Nevada limited liability company (“G4S”) to provide maintenance and repair of certain of the CITY’s vehicles and equipment (“CITY/G4S Agreement”). The CITY will provide the Services to ADDISON through G4S and at the same rates paid by the CITY to G4S as set forth in the CITY/G4S Agreement. The CITY shall submit itemized monthly invoices (with attachments that, among other things, identify and describe the work and services provided) for the Services provided by the CITY for the immediately prior month. Unless noted all invoices will be net 30 days following ADDISON’s receipt of the invoice.

4.3 An original invoice with one (1) copy is to be sent to the ADDISON designee.

5. DISPOSITION OF FUNDS

5.1 The funds paid by ADDISON to the CITY will be deposited with the CITY Controller in a fund designated by the CITY.

6. TERM

6.1 Subject to the earlier termination of this Agreement, the term of this Agreement shall begin on October 1, 2012 and end on September 30, 2015, which end date coincides with end date of the CITY/G4S Agreement. This Agreement may be terminated by either party at any time and for any reason (or for no reason) upon at least sixty (60) days prior written notice thereof to the other of its intention to terminate upon the date specified in such notice.

7. NOTICES

7.1 Any notice, payment, statements, or demand required or permitted to be given hereunder by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Notice personally delivered shall be deemed communicated on the date delivered; mailed notices shall be deemed communicated as of three (3) days after mailing.

If intended for the CITY, to:

Chief Information Officer
City of Carrollton
1945 E. Jackson Road
Carrollton, Texas 75006

Copy to:

City Manager
City of Carrollton
P.O. Box 110535
Carrollton, Texas 75011

If intended for ADDISON, to:

Director of General Services
Town of Addison
16801 Westgrove Drive
Addison, Texas 75001

Copy to:

City Manager
Town of Addison
P.O. Box 9010
Addison, Texas 75001

8. WARRANTIES EXCLUDED

8.1 It is understood and agreed that any and all warranties which exist come from the manufacturer or the CITY' subcontractor that may provide the Services. The CITY is not the manufacturer.

9. RESPONSIBILITY

9.1 ADDISON agrees to be responsible for its own acts of negligence and CITY agrees to be responsible for its own acts of negligence which may arise in connection with the purchase, use and operation of Services. In the event of joint and concurrent negligence, ADDISON and CITY agree that responsibility shall be apportioned

comparatively. This obligation shall be construed solely for the benefit of the parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit for any third parties, nor to deprive the parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

ADDISON may obtain agreements from subcontractors retained by the CITY to perform the Services or any portion thereof described herein regarding insurance, indemnification, services, warranties, rates, and other matters.

10. MISCELLANEOUS PROVISIONS

10.1 This Agreement is entered into subject to the respective Charter and ordinances of the CITY and ADDISON, both as amended, and all applicable federal and State Laws. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to the choice of laws provisions of any jurisdiction.; and exclusive venue shall lie in Dallas County, Texas.

10.2 This Agreement may be revised at anytime by written mutual consent of the parties. No oral modifications can be made to this Agreement.

10.3 The captions to the various clauses of this Agreement are for informational purposes only, and shall not alter the substance of the terms and conditions of this Agreement.

10.4 This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters in this Agreement.

10.5 ADDISON and CITY acknowledge that neither party is an agent or employee of the other, and this Agreement does not constitute an agreement of agency, a

partnership, or a joint enterprise. Each of the parties shall not, and shall have no authority to, assign or otherwise transfer this Agreement or an portion hereof without the prior written consent of the other party. No assignment or other transfer by either party will be effective without the written consent of the other party.

10.6 This Agreement has been duly executed and delivered by both parties and constitutes a legal and binding obligation of the parties. Each person executing this Agreement on behalf of each party represents and warrants that they have full right and authority to enter into this Agreement.

10.7 THIS AGREEMENT SHALL BE EXPRESSLY SUBJECT TO CITY'S AND ADDISON'S GOVERNMENTAL IMMUNITY, AND TITLE 5 OF THE TEXAS CIVIL PRACTICES AND REMEDIES CODE. By executing and performing under this Agreement, neither the CITY nor ADDISON waives its respective governmental or any other immunity, any defenses, or any tort limitations.

10.8 In the event that one (1) or more provisions contained in this Agreement shall be held invalid, illegal or unenforceable in any respect, this Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, and shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

10.9 This Agreement is subject to the availability of funding by the CITY to provide the Services to ADDISON, and to the availability of funding by ADDISON to pay for the Services provided by the CITY. If such funds are reduced or become unavailable, this Agreement shall be subject to immediate modification, reduction or termination by either party.

10.10 The CITY has executed this Agreement pursuant to Council Resolution No. _____, passed on the ____ day of _____, 2012.

10.11 The Town of ADDISON has executed this Agreement pursuant to Council Resolution No. _____, passed on the ____ day of _____, 2012.

EXECUTED this the ____ day of _____, 2012.

ADDISON:

CITY:

BY: _____
Ron Whitehead
City Manager

BY: _____
Leonard Martin
City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: _____
John Hill
City Attorney

BY: _____
Clayton Hutchins
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

SCOPE OF SERVICES: During the term, the City of Carrollton will provide the Town of Addison with repair and maintenance services for the Town of Addison's fleet of vehicles and equipment included in the Fleet List (attached to this Exhibit "A" and made a part hereof). Such services will be provided by the City of Carrollton to the Town of Addison as provided for in the City/G4S Agreement.

As set forth in this Agreement, the City of Carrollton has heretofore entered into an agreement with G4S , Integrated Fleet Services, LLC, a Nevada limited liability company ("G4S") to provide maintenance and repair of City of Carrollton's vehicles and equipment ("City/G4S Agreement"). The services to be provided by the City of Carrollton to the Town of Addison pursuant to and under this Agreement are the same services that are or may be received by the City of Carrollton from G4S under the City/G4S Agreement and shall be provided according to the same standards, terms, conditions, and provisions set forth in the City/G4S Agreement.

Term: October 1, 2012 – September 30, 2015

Vehicle & Equipment List: Attached to this Exhibit "A" (2012 TOA Fleet List.pdf) ("Fleet List") (this Fleet List may be adjusted and modified during the term as agreed upon by the City of Carrollton and the Town of Addison).

Rates & Fees: Rates and fees to be charged by the City of Carrollton to the Town of Addison for the Services are set forth in the attached "Appendix A."

APPENDIX “A”

RATES & FEES

- Per Hour Rate: \$58.21 per hour (Administrative & Technical)
- Parts & Sublet 5% over costs (G4S will charge a 5% fee on parts costs and on any work that they outsource)

Council Agenda Item: #R1

AGENDA CAPTION:

Recognition of UDR for the achievement of LEED Gold certification for Savoye II.

FINANCIAL IMPACT:

There is no financial impact associated with this item.

BACKGROUND:

This item will be presented at the council meeting.

RECOMMENDATION:

n/a

COUNCIL GOALS:

Maintain and Enhance our Unique Culture, Take actions to make Addison a leader in sustainable development and operations that protect and enhance the Town's quality of life

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R2

AGENDA CAPTION:

Discussion regarding Addison applicants in the 24th class of the Leadership Metrocrest program.

FINANCIAL IMPACT:

Funds are available in the Special Services account of the City Council Projects budget.

BACKGROUND:

At the August 14 City Council meeting, staff will provide an updated matrix identifying how each applicant meets the Council's established scholarship eligibility criteria.

RECOMMENDATION:

N/A

COUNCIL GOALS:

Create Raving Fans of the "Addison Way"

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R3

AGENDA CAPTION:

FINAL PLAT/MHS South Addition, Lot 1, Block B, and Lot 2R, Block A. Discussion and consideration of approval of a final plat for two lots: Lot 1, Block B – 2.411 acres, and Lot 2R, Block A – 2.443 acres, being a replat of Lot 2, Block A, MHS Addition, located at the northeast and southeast corners of Addison Road and Sojourn Drive, on application from MHSS Addition, LP, represented by Mr. David Kochalka of Kimley-Horn and Associates, Inc.

COMMISSION FINDINGS: The Addison Planning and Zoning Commission, meeting in regular session on July 26, 2012, voted to recommend approval of the request for Final Plat approval for MHS South Addition, Lot 1, Block B and Lot 2R, Block A, subject to the following conditions:

-Check wording, acreages, and dimensions within the Owner's Certificate, as they do not match the drawing.

-Change the drawing title to Final Plat and update the date.

Voting Aye: Angell, Doherty, Groce, Olive, Stockard

Voting Nay: none

Absent: Hewitt, Wheeler

FINANCIAL IMPACT:

NA

BACKGROUND:

NA

RECOMMENDATION:

Administration recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

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

Type:

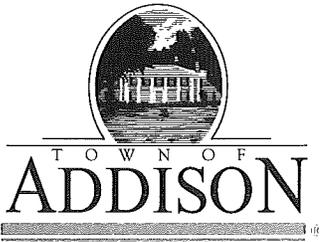
Backup Material

FINAL PLAT/MHS South Addition, Lot 1, Block B, and Lot 2R, Block A

FINAL PLAT/MHS South Addition, Lot 1, Block B, and Lot 2R, Block A.

Requesting approval of a final plat for two lots: Lot 1, Block B – 2.411 acres, and Lot 2R, Block A – 2.443 acres, being a replat of Lot 2, Block A, MHS Addition, located at the northeast and southeast corners of Addison Road and Sojourn Drive, on application from MHSS Addition, LP, represented by Mr. David Kochalka of Kimley-Horn and Associates, Inc.





July 19, 2012

STAFF REPORT

RE: FINAL PLAT/MHS South
Addition, Lot 1 Block B, Lot 2R,
Block A

LOCATION: Two lots totaling 7.265 acres,
Located at the northeast and
southeast corners of the
intersection of Addison Road and
Sojourn Drive

REQUEST: Approval of a final plat

APPLICANT: MHSS Addison, LP, represented
by Mr. David Kochalka of Kimley-
Horn and Associates, Inc.

DISCUSSION:

Background. A change of zoning and a Special Use Permit for on this site were approved by the City Council on April 14, 2009. The site was platted in June of 2009, and a portion was replatted in 2010 when the owners needed to replat the property in order to refinance and define the hospital and parking associated with it as being on a separate lot from the rest of the tract. This plat also plats the southern lot, across Sojourn Drive to the south, which has not been platted before.

Public Works Review. The Public Works Department has reviewed the proposed final plat, and has the following comments:

- Check wording, acreages, and dimensions within the Owner's Certificate, as they do not match the drawing.
- Change the drawing title to Final Plat and update the date.

RECOMMENDATION:

Staff recommends approval of the final plat for MHS Addition, Lot 1 Block B, and Lot 2R, Block A, subject to the conditions listed above.

Respectfully submitted,

A handwritten signature in black ink that reads "C. MORAN". The signature is written in a cursive style with a large, stylized initial "C" and the name "MORAN" in all caps.

Carmen Moran
Director of Development Services

FINAL PLAT/MHS South Addition, Lot 1, Block B, and Lot 2R, Block A
July 30, 2012

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on July 26, 2012, voted to recommend approval of the request for Final Plat approval for MHS South Addition, Lot 1, Block B and Lot 2R, Block A, subject to the following conditions:

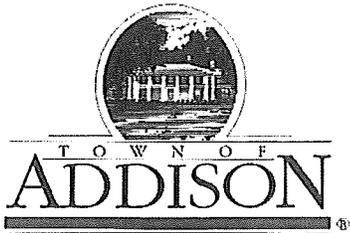
-Check wording, acreages, and dimensions within the Owner's Certificate, as they do not match the drawing.

-Change the drawing title to Final Plat and update the date.

Voting Aye: Angell, Doherty, Groce, Olive, Stockard

Voting Nay: none

Absent: Hewitt, Wheeler



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

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

July 18, 2012

Kimley-Horn and Associates, Inc.
Attention: David Kochalka, P.E.
2750 Genesis Court, Suite 200
Frisco, Texas 75034

Re: Plat review for Methodist Pavilion One

Dear Mr. Kochalka:

As the Town's review engineer, Cobb, Fendley & Associates, Inc. (CobbFendley) has reviewed the following plat for compliance with Town of Addison and TCEQ requirements.

Plan Review: 2nd Submittal
Plan Date: June 2012
Development: Methodist Pavilion One - Plat

The City staff and review engineer have endeavored to review the plans for compliance with the governing authorities. This review does not relieve the design engineer, developer, and / or contractor from meeting all Town of Addison, TCEQ, TDLR, and other state and federal requirements that apply to this project that may or may not have been identified through this review.

CobbFendley has summarized our review comments along with the comments of the Town of Addison staff on the following pages. The submitting engineer / developer should address the following comments prior to start of construction.

I look forward to working with you on receiving approval for this development. If you have any questions, feel free to call at 972-335-3214.

Sincerely,
COBB, FENDLEY & ASSOCIATES, INC.

Jenny Prazak, P.E.
Project Engineer
Municipal Infrastructure

CobbFendley

Cc: Lynn Chandler, Town of Addison
Dave Wilde, Town of Addison

Town of Addison
Summary of Review Comments

Date: July 18, 2012
 Plan Review : 2
 Received: 7/13/12
 Plan Date: June 2012
 Development: Methodist Pavilion One - Plat

Prepared by: JP
 CobbFendley

All comments on Plan Review Set and Summary of Review Comment form must be addressed. Summary of Review Comment form may NOT be all inclusive of comments made directly on the Plan Review Set.

Page No.	Comments	Response (See Note)	Explanation
1	Please see marked up plan sheet for most comments		
1	Please check wording, acreages, and dimensions within the Owner's Certificate. These do not match the drawing.		
1	Please change the drawing title to "Final Plat" and update the date.		

- Notes:**
1. Response: Appropriate response is Agree (Correction Made) or Disagree (Correction Not Made), Explanation Required.
 2. This form must be completed and returned with future submittals.
 3. Previous red lined Plan Review Set must be submitted with future submittals.
 4. **Failure to submit Completed Summary of Review Comments form and previous Plan Review Set will result in a delay of future plan sets being reviewed.**
 5. Send all plan submittals directly to the Town of Addison

Council Agenda Item: #R4

AGENDA CAPTION:

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 Article IV, Division 3, Attached Signs, Sec. 62-162 and Sec. 62-163 at 4135 Belt Line Rd. Suite 102 in order to provide for two attached signs that with a total of 114.5 square feet in area and a letter 28" in height on application from Salon Boutique Academy.

FINANCIAL IMPACT:

None

BACKGROUND:

Sec. 62-162 Premises signs only allows one sign for each facade for each tenant. Sec. 61-163 area only allows letters that are on an attached sign that are 100' to 150' from the street curb to have a maximum height of 24". In addition Sec.62-163 also limits the effective area of an attached sign to one square foot of sign area for each linear foot of building frontage not to exceed 100 square feet.

The building frontage of this tenant space is approximately 100'.

The applicant is requesting two attached signs on the same facade with areas of approximately 93 square feet and 21.5 square feet with a total effective area of 114.5 square feet and a letter that is 28" in height.

RECOMMENDATION:

Staff recommends denial.

COUNCIL GOALS:

Maintain and Enhance our Unique Culture

ATTACHMENTS:

Description:

[APPLICATION, BUILDING OWNER MEMO, SIGN DIMENSIONS, SITE PLAN](#)

Type:

Cover Memo

Addison!

BUILDING INSPECTION DEPARTMENT 16801 Westgrove Dr Addison Texas 75001 972/450-2881 fax: 972/450-2837

Application for Meritorious Exception to the Town of Addison Sign Ordinance

Application Date: 7-31-12

Filing Fee: \$200.00

Applicant: ELWISS W SOLDEVILH

Address: 4135 BELTLINE RD / PO BOX 2541 Suite#: 102
ADDISON TX Zip 75069 Phone#: 972 658-6307
City State Fax#: 214 592 4349

Status of Applicant: Owner _____ Tenant _____ Agent X

Location where exception is requested:

4135 BELTLINE RD ADDISON TX #102

Reasons for Meritorious Exception:

- ① wall on BUILDING NOT FLAT (NEED TO SEPARATE SECONDARY line from sign)
 - ② letter Q IS 3-4" BIGER THEN THE REST OF THE LETTERS
 - ③ allow a 2nd sign on lease space
 - ④ Don count AS PART of the sign spacing Between ~~words~~ signs (same as many sign approve by CITY of ADDISON)
- NOT A SAFETY LETTERS ARE NOT BIGER THEN THE maximum allowed by CODES

YOU MUST SUBMIT THE FOLLOWING:

COPIES OF THE PROPOSED SIGN SHOWING:

1. Lot Lines
2. Names of Adjacent Streets ✓
3. Location of Existing Buildings ✓
4. Existing Signs

5. Proposed Signs ✓
6. Sketch of Sign with Scale and Dimensions Indicated ✓
(8.5 x 11 PLEASE)

Date Fees Paid 7-31-12 Check # 2184 Receipt # 781585

Lynn Chandler

From: Rick Motycka [rickm@midwayrealestate.net]
Sent: Friday, June 08, 2012 12:56 PM
To: Lynn Chandler; leahchristian@salonboutiqueacademy.com; CHILLYWACK1@aol.com
Subject: Salon Boutique Academy

Dear Mr. Chandler;

Please allow this email to serve as the written confirmation from Beltline Realty Partners, Ltd to the City Addison with regard to the Salon Boutique Academy application for a Meritorious Exception Waiver with regard to the building facia signage located at 4135 Beltline Road; Suite 102. However, this approval is conditioned that any waiver granted or agreement reached will not impact or reduce the available signage allocations to any other rental suites at the property whether currently occupied or vacant.

I have copied Salon Boutique Academy on this email string so they are aware that you know have our approval as referenced above.

Please do not hesitate to call me either on my cellular 432-553-5150, the Midland office 432-683-8484 or reply by return email if you need any additional information or further clarification.

Very truly yours;
Beltline Realty Partners, Ltd.
By: 4135 Beltline Management, Inc., general partner
By: Richard A. Motycka, president



24"

SALON BOULIQUE

37"

ACADEMY

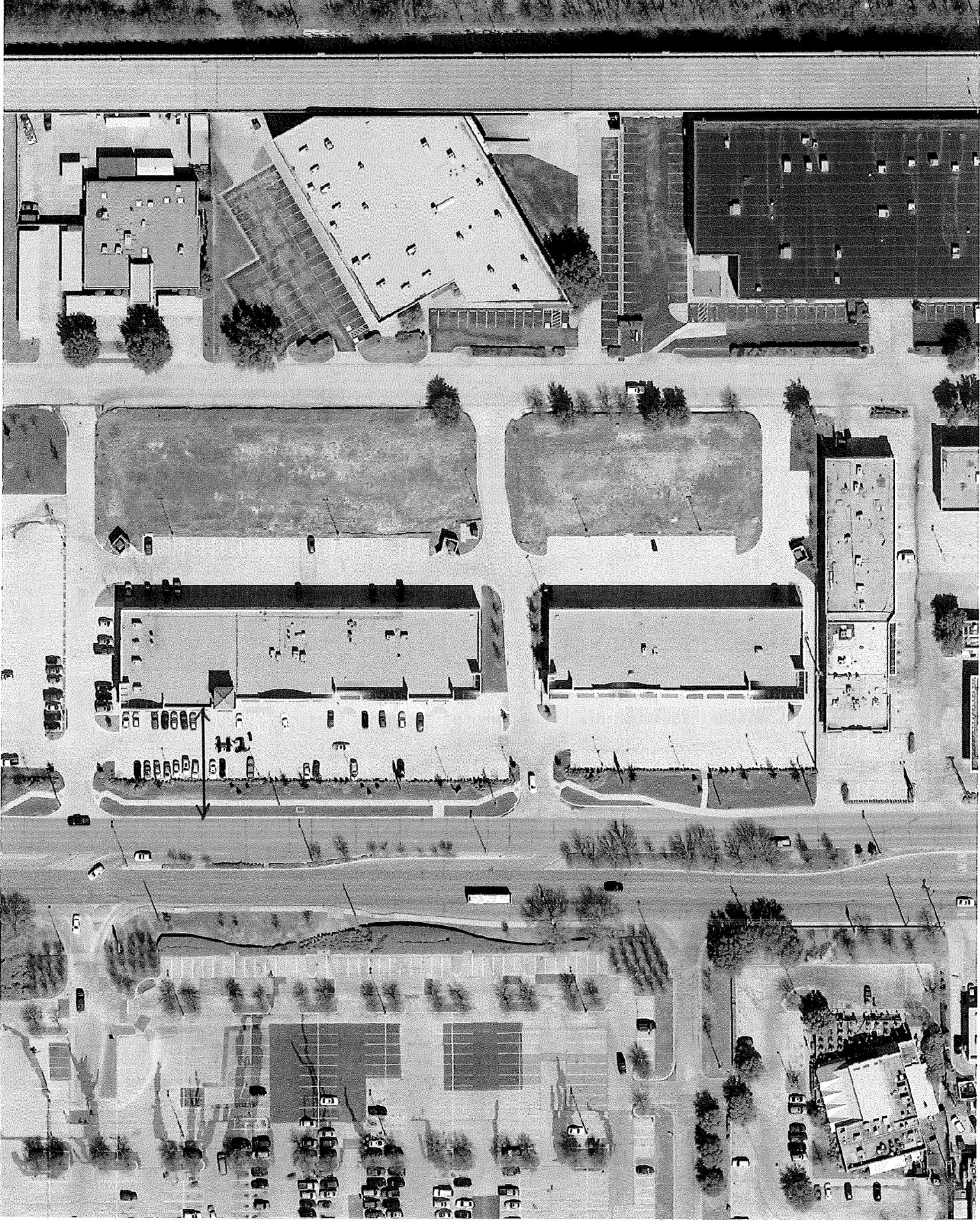
168"

297.25"

BEAUTY COLLEGE

168"

18.5"



Council Agenda Item: #R5

AGENDA CAPTION:

Discussion regarding Modified Levels of Service for the Fiscal Year 2013 budget.

FINANCIAL IMPACT:

TBD

BACKGROUND:

TBD

RECOMMENDATION:

N/A

COUNCIL GOALS:

Mindful Stewardship of Town Resources

ATTACHMENTS:

Description:

 [2013 CM Proposed MLS](#)

Type:

Backup Material

TOWN OF ADDISON
Detailed Statement of Modified Levels of Service
City Manager Proposed 2012-13 Annual Budget

Department / Request	FY13 Requested	City Manager Proposed	Council Adopted 13	FY14 Projected	FY15 Projected	FY16 Projected	FY17 Projected
City Manager's Office							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Department Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Financial & Strategic Services							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Department Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Services							
Department Reorganization	\$ (100,000)	\$ -	\$ -	\$ (100,000)	\$ (100,000)	\$ (100,000)	\$ (100,000)
Americans with Disabilities Act (ADA) Facilities Compliance Mods	345,600	-	-	-	-	-	-
Replace Damaged Floors in Service Center	7,700	-	-	-	-	-	-
Automatic Flush Valves for Urinals & Toilets at Service Center	8,600	-	-	-	-	-	-
Automatic Rest Room Faucets at Service Center	6,000	-	-	-	-	-	-
Automatic Hand Dryers in Rest Rooms at Service Center	7,500	-	-	-	-	-	-
Folding Chairs and Chair Caddy	1,700	-	-	-	-	-	-
Service Center Re-Lighting/Lamping	88,550	-	-	-	-	-	-
Remove and Replace Athletic Club Natatorium Tile Flooring	40,000	-	-	-	-	-	-
Department Total	\$ 405,650	\$ -	\$ -	\$ (100,000)	\$ (100,000)	\$ (100,000)	\$ (100,000)
Human Resources							
Expanded Wellness Programming	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expanded Health Screenings	20,000	-	-	-	-	-	-
Benefits Consultant	24,000	-	-	24,000	24,000	24,000	24,000
Expanded Legal Training for Supervisors	20,000	-	-	-	-	-	-
Department Total	\$ 84,000	\$ -	\$ -	\$ 24,000	\$ 24,000	\$ 24,000	\$ 24,000
Information Technology							
Developer Position	\$ 79,000	\$ -	\$ -	\$ 77,250	\$ 79,568	\$ 81,955	\$ 84,413
Voice Shield Services	10,000	-	-	10,000	10,000	10,000	10,000
Siren Warning System Upgrade	25,000	-	-	-	-	-	-
Mobile CRM (Customer Relationship Management) Services	20,000	-	-	4,000	4,000	4,000	4,000

Business Intelligence Application	168,000	-	-	10,000	10,000	10,000	10,000
Consultant for Creation/Implementation of Department Dashboards	125,000	-	-	10,000	10,000	10,000	10,000
Department Total	\$ 427,000	\$ -	\$ -	\$ 111,250	\$ 113,568	\$ 115,955	\$ 118,413
Police							
Department Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Emergency Communications							
Staffing Increase	\$ 139,842	\$ -	\$ -	\$ 139,842	\$ 139,842	\$ 139,842	\$ 139,842
Department Total	\$ 139,842	\$ -	\$ -	\$ 139,842	\$ 139,842	\$ 139,842	\$ 139,842
Fire							
Automated External Chest Compression Device	\$ 16,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Remodel and Repair Main Bathroom at Fire Station 2	40,000	-	-	-	-	-	-
Replacement of Concrete Ramps at Fire Station 2	100,000	-	-	-	-	-	-
Department Total	\$ 156,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Development Services							
Consultant Fees for Special Studies from Comprehensive Plan	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Department Total	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Streets							
Montfort Drive and Celestial Road Curb Realignment	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Joint and Crack Sealing	50,000	-	-	-	-	-	-
Paver Maintenance and Repair Program	75,000	-	-	-	-	-	-
Street Maintenance Program	100,000	-	-	-	-	-	-
Battery Power Backups	42,000	-	-	-	-	-	-
Signal Pole Painting	30,000	-	-	-	-	-	-
Sidewalk and Curb Repairs	50,000	-	-	-	-	-	-
Department Total	\$ 377,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parks							
Landscape/Irrigation Maintenance	\$ 71,000	\$ -	\$ -	\$ 71,000	\$ 71,000	\$ 71,000	\$ 71,000
Celestial Park Trail Replacement	75,000	-	-	-	-	-	-
Landscape Architect	98,671	-	-	98,105	101,224	104,431	107,527
Replacement RainMaster Central Control Computer and Software	13,000	-	-	-	-	-	-
Enhanced Lighting - Beckert Park	16,000	-	-	-	-	-	-

Traffic Control Arrow Board	9,000	-	-	-	-	-	-
Department Total	\$ 282,671	\$ -	\$ -	\$ 169,105	\$ 172,224	\$ 175,431	\$ 178,527
Recreation							
Replace and Upgrade TVs in Fitness Areas	\$ 16,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Re-Stain Outdoor Basketball Court Concrete	16,000	-	-	-	-	-	-
Portable Shade Structures - Outdoor Pool	11,000	-	-	-	-	-	-
Department Total	\$ 43,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fund-Wide							
Total Fund-Wide	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total General Fund	\$ 1,965,763	\$ -	\$ -	\$ 344,197	\$ 349,634	\$ 355,228	\$ 360,782
Visitor Services							
Brochure Redesign and Printing	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Department Total	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Visit Addison							
Department Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Marketing							
Town Website Redesign	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
New Marketing Initiatives	50,000	-	-	50,000	50,000	50,000	50,000
Branding and Logo: Strategy, Design and Development	60,000	-	-	-	-	-	-
Worldfest Tickets and Collateral	10,000	-	-	10,000	10,000	10,000	10,000
Additional Event Banners	10,000	-	-	10,000	10,000	10,000	10,000
Department Total	\$ 330,000	\$ -	\$ -	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000
Special Events							
Taste Addison Entertainment	\$ 75,000	\$ -	\$ -	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000
Addison Circle Park Repairs	62,000	-	-	-	-	-	-
Admission Kiosk Painting	15,000	-	-	-	-	-	-
Diamond Jubilee Celebrations	60,000	-	-	-	-	-	-
Special Events Intern	27,040	-	-	27,040	27,040	27,040	27,040
Ticket Scanners	15,000	-	-	15,000	15,000	15,000	15,000

Department Total	\$ 254,040	\$ -	\$ -	\$ 117,040	\$ 117,040	\$ 117,040	\$ 117,040
Conference Centre							
Sales Assistant	\$ 41,380	\$ -	\$ -	\$ 43,035	\$ 44,757	\$ 46,547	\$ 48,409
Part Time Conference Attendant	17,805	-	-	18,517	19,257	20,028	20,829
Replace Sound System in Conference Centre	22,000	-	-	-	-	-	-
Replace Carpet in Main Space and Office at Conference Centre	50,000	-	-	-	-	-	-
Carpet Replacement in Boardroom	7,000	-	-	-	-	-	-
Replace Chairs in Boardroom	3,700	-	-	-	-	-	-
HVAC Replacement	504,000	-	-	-	-	-	-
Department Total	\$ 645,885	\$ -	\$ -	\$ 61,552	\$ 64,014	\$ 66,575	\$ 69,238
Performing Arts							
Replace Subwoofers in Main Theatre	\$ 5,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Replace Incandescent Unites with LED Lighting Fixtures	5,100	-	-	-	-	-	-
Department Total	\$ 10,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fund-Wide							
Total Fund-Wide	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Hotel Fund	\$ 1,275,625	\$ -	\$ -	\$ 248,592	\$ 251,054	\$ 253,615	\$ 256,278
Airport							
Special Airport Asset Management System (SAAMS)	\$ 15,000	\$ -	\$ -	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
Airport Development and Maintenance Standards and Guidelines	50,000	-	-	-	-	-	-
American with Disabilities Act Audit	20,000	-	-	-	-	-	-
Painting the Exterior of the Collins Hanger	12,000	-	-	-	-	-	-
Airport Perimeter Fencing	157,000	-	-	-	-	-	-
Department Total	\$ 254,000	\$ -	\$ -	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
Fund-Wide							
Total Fund-Wide	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Airport Fund	\$ 254,000	\$ -	\$ -	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
Economic Development							

	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Fund-Wide	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Economic Development Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utilities							
Public Works Director	\$ 125,000	\$ -	\$ -	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000
Mini-Excavator and Trailer	48,000	-	-	-	-	-	-
Utility Rate Study	15,000	-	-	-	-	-	-
Department Total	\$ 188,000	\$ -	\$ -	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000
Fund-Wide							
Total Fund-Wide	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Utility Fund	\$ 188,000	\$ -	\$ -	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000
Total All Operating Funds	\$ 3,683,388	\$ -	\$ -	\$ 732,789	\$ 740,688	\$ 748,843	\$ 757,060

Council Agenda Item: #R6

AGENDA CAPTION:

Discussion and consideration of approval of a resolution approving and authorizing the City Manager to enter into an interlocal agreement with the City of Carrollton, Texas and the City of Farmers Branch, Texas for the resale of wholesale treated water.

FINANCIAL IMPACT:

This agreement will assist in keeping demand and volume charges to a minimum during temporary, short-term emergencies requiring an increase in water demand.

BACKGROUND:

The cities of Carrollton and Farmers Branch and the Town of Addison contract with the City of Dallas, through the Dallas Water Utilites (DWU) department, for the purchase of wholesale treated water and pay demand and volume charges associated with such purchase. From time to time, cities have water consumption requirements that may temporarily result in an increase in demand for water purchases and may be subject to short-term emergencies requiring a temporary increase in water demand from the City of Dallas DWU. In light of this, the cities desire to enter into an agreement pursuant to the Interlocal Cooperation Act to sell, on a temporary basis from time to time, surplus treated water capacity to each other as necessary to meet local retail water consumption demands.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

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

ATTACHMENTS:

Description:

- ▢ [DWU Water Resale Interlocal Agreement](#)
- ▢ [Resolution Authorizing City Manager to enter Into Interlocal Agreement](#)

Type:

- Exhibit
- Resolution Letter

**INTERLOCAL AGREEMENT FOR THE RESALE
OF WHOLESALE TREATED WATER**

This INTERLOCAL AGREEMENT FOR THE RESALE OF WHOLESALE TREATED WATER (“Agreement”) is made by and among the City of Farmers Branch, Texas (“Farmers Branch”), the Town of Addison (“Addison”), and the City of Carrollton, Texas (“Carrollton”), (Farmers Branch, Addison, and Carrollton are hereinafter sometimes referred to together as the “Cities” and individually as a “City”).

Recitals:

WHEREAS, the Cities, each of which is a home rule municipality, contract with the City of Dallas through its department, Dallas Water Utilities (“DWU”) for the purchase of wholesale treated water from DWU and pay demand and volume charges associated with such purchase and

WHEREAS, the wholesale treated water contract between DWU and its customer cities authorizes the resale of treated water purchased from DWU outside of the Cities’ respective service areas upon the written approval of the DWU Director; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code, Chapter 791, as amended) authorizes locals government to contract with one or more other local governments to perform governmental functions and services under the terms of the Act that could be performed by any of said local governments; and

WHEREAS, the Cities from time to time have water consumption requirements that may temporarily result in an increase in demand for water purchases from their respective end-user retail customers; and

WHEREAS, the Cities may be subject to short-term emergencies which temporarily require an increase in water demand from DWU; and

WHEREAS, the Cities desire to promote water conservation and long-term water resource planning; and

WHEREAS, the provision of potable treated water is essential to the public welfare, and meeting consumption demands is a governmental function and service pursuant to the Interlocal Cooperation Act; and

WHEREAS, subject to the consent of DWU, the Cities desire to enter an agreement pursuant to the Interlocal Cooperation Act to sell on a temporary basis from time to time surplus treated water capacity to each other as necessary to meet the local retail water consumption demands;

NOW, THEREFORE, for and in consideration of the mutual benefits and obligations set forth in this Agreement, the Cities hereby agree as follows:

Section 1. Term: This Agreement shall commence on the Effective Date and shall be effective until September 30, 2020, unless extended or terminated earlier as provided herein.

Section 2. Written Requests for Water Resale: Upon receiving a written request and after obtaining the written authorization of DWU, any one or more of the Cities may resell treated water purchased from DWU to any one or more of the other Cities to meet the water demand needs of the purchasing City for a period of time not to exceed thirty (30) consecutive days commencing on the first day of delivery of water pursuant to the request. Upon agreement of the selling City and the purchasing City and after receipt of written authorization from DWU, the delivery and sale of water pursuant to the original request may be extended once for an additional period not to exceed thirty (30) days. No agreement to resell water made pursuant to this Agreement shall be for a date that extends beyond (i) the term of this Agreement as set forth in Section 1, above, or, (ii) in the case of a City whose wholesale treated water contract with DWU ends prior to the term of this Agreement, the last day of the term of said City's wholesale treated water contract with DWU.

Section 3. Water Purchase Frequency: A City may only make a total of one purchase of water from any of the other Cities pursuant to Section 2, above, inclusive of the extension, during any calendar year.

Section 4. Approval of DWU: Upon approval by the selling City and DWU of a request described in Section 2, above, the purchasing City shall contact DWU to obtain approval of the resale and arrange for delivery of the requested water. The resale shall be accompanied by a temporary decrease in the demand (rate of flow) setting of the selling City as set forth in the selling City's wholesale treated water contract with DWU, and a corresponding temporary increase in the demand (rate of flow) setting of the purchasing City as set forth in the selling City's wholesale treated water contract with DWU. The resale must not result in a net increase or decrease in the grand total of the cumulative demand settings of the selling and purchasing Cities for the calendar year in which the sales occur. Delivery of the resold water shall be made at one or more of the delivery points of the purchasing City as determined by agreement between the purchasing City and DWU. The Cities understand, acknowledge, and agree that the commencement of the delivery of water by one City to another City is subject to DWU's operational limitations, and, therefore, it shall not be a default of this Agreement if the delivery of water resold pursuant to this Agreement does not commence on the date requested.

Section 5. Suspension or Early Termination of Resale: In the event of an unexpected demand for treated water of customers of the selling City, the selling City may suspend or terminate the temporary resale of water agreement during the agreed resale upon providing written notice to the purchasing City and DWU not less than twenty-four (24) hours prior to termination or suspension; provided, however, in the event the selling City's water delivery system suffers a significant failure or a public emergency occurs such that in order to protect the health and safety of the residents and/or businesses in the selling City (e.g. a significant structure fire) the selling City requires the demand (rate of flow) transferred back to the selling City sooner than twenty-four (24) hours after occurrence of the event, the termination shall be immediately effective upon notice to DWU and the purchasing City.

Section 6. Payment: The purchasing Cities agree they will reimburse the selling Cities for demand and/or volume charges assessed by DWU which are associated with this treated water resale not later than fifteen (15) days following the receipt of an invoice from the selling City to the purchasing City. The purchasing Cities shall solely responsible for payment of any additional costs assessed by DWU in association with delivery of the resold water to the purchasing Cities by the selling Cities, and shall either pay such costs directly to DWU or reimburse the selling City, depending on which City is billed by DWU for such charges. Such charges shall be prorated based on the length of the approved resale request as extended or terminated earlier as provided herein.

Section 7. Current Funds: The payments made by the Cities to each other pursuant to this Agreement shall be made from current revenues available to each City.

Section 8. Termination of Resale Agreement: Termination of this Agreement, or a City's participation in this Agreement, shall be subject to the following:

(a) Any City may terminate its participation in this Agreement at any time by providing written notice to the other Cities and DWU, which termination shall be effective:

(i) immediately, if the terminating City is at the time of termination not reselling any water to another City pursuant to this Agreement, or

(ii) on the day following termination of all resale agreements to which the terminating City is a selling City pursuant to this Agreement.

A City's participation in this Agreement shall also terminate in accordance with Section 9, below.

(b) If a City delivering a notice of termination pursuant to this Agreement is a purchasing City pursuant to Section 2 of this Agreement, the notice of termination shall also immediately terminate any resale agreements to which the terminating City is a party.

(c) Any obligation of a City to pay another City for the purchase of water as required by Section 6, above, shall survive:

(i) the termination of this Agreement; and,

(ii) in the case of just one City terminating its participation in this Agreement, the termination of said City's participation in this Agreement.

Section 9. Termination of DWU Wholesale Treated Water Contract: With or without notice to the other Cities, if a City's wholesale treated water purchase agreement with DWU is terminated, regardless of the reason for termination, said City's participation in this Agreement and all pending water resale agreements entered pursuant to this Agreement to which said City is a party shall also terminate. Each City must provide notice to the other Cities in the event the notifying City:

(a) is terminating its wholesale treated water contract with DWU by agreement with DWU prior to the end of the term of said agreement, in which case the notice shall include the intended date of termination; or

(b) receives notice from DWU that the notifying City is in default of its wholesale treated water contract with DWU and that said agreement will be terminated if the notifying City fails to cure said default, in which case the notice shall include the date by which the notifying City must cure the default.

Section 10. Applicability of DWU Contracts: This Agreement shall be subject to the provisions of the respective DWU wholesale treated water contracts between DWU and each of the respective Cities applicable to the resale of water pursuant to said contracts. To the extent of any conflict between this Agreement and said DWU contracts, the provisions of the DWU contracts shall be controlling. To the extent of conflict among the provisions of the respective DWU contracts between DWU and the Cities, the DWU agreement of the selling City shall apply to the particular resale request unless agreement is otherwise obtained from DWU.

Section 11. Water Conservation/Drought Contingency Plans: Each City agrees to institute and maintain usage practices which ensure water is used in a manner that prevents waste, conserves water resources for their most beneficial and vital uses, and protects the public health. Each City agrees to develop and implement water conservation and drought contingency plans consistent with the applicable elements of Title 30, Texas Administrative Code, Chapter 288, "Water Conservation Plans, Drought Contingency Plans, Guidelines and Requirements." To the extent not already provided pursuant to the Cities' respective wholesale treated water supply contract with DWU, each City agrees to furnish to DWU electronic copies of its water conservation and drought contingency plans and associated TCEQ and TWDB implementation reports.

Section 12. Notices: For purposes of this Agreement, notices and other communications shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (a) delivered personally, (b) sent by United States certified mail, postage prepaid, return receipt requested, or (c) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given upon receipt. Addresses for notices and other communications are as follows:

If to Carrollton:

Attn: _____

If to Farmers Branch:

City of Farmers Branch
Attn: Director of Public Works
13000 William Dobson Parkway
Farmers Branch, TX 75234

With copy to (except for water resale requests):

City of Farmers Branch
Attn: City Manager
13000 William Dobson Parkway
Farmers Branch, TX 75234

Peter G. Smith
Nichols Jackson, Dillard, Hager & Smith, LLP
1800 Lincoln Plaza
500 N Akard, Suite 1800
Dallas, Texas 75201

If to Addison:

Attn: _____

Copies of all notices provided pursuant to this Agreement shall also be provided to DWU addressed as follows:

City of Dallas Water Utilities
Attn: Director of Water Department
1500 Marilla Street, Room 4/A/N
Dallas, Texas 75201

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

Section 13. Assignment: A City shall not, and shall have no authority to, assign or otherwise transfer this Agreement or any portion hereof without the prior written consent of the other Cities and DWU.

Section 14. Party Responsibility: To the extent allowed by law, and without waiving any governmental immunity available to the parties under Texas law, or any other defenses the

parties are able to assert under Texas law, each party agrees to be responsible for its own negligent or otherwise tortuous acts or omissions in the course of performance of this Agreement.

Section 15. Immunity: It is expressly understood and agreed that, in the performance of this Agreement, no party to this Agreement waives, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Section 16. Entire Agreement: This Agreement represents the entire and integrated agreement among the Cities with respect to the resale of wholesale treated water sold by DWU to the Cities pursuant to their respective wholesale treated water contracts with DWU and supersedes all prior negotiations, representations and/or agreements, either written or oral with regard to the subject matter hereof.

Section 17. Amendments: This Agreement may be amended only by the mutual written agreement of all of the Cities hereto; provided, however, no such amendment shall become effective until approved by DWU.

Section 18. Severability: The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to the law or contrary to any rule or regulation having the force and effect of the law other than the provision requiring payment by one party hereto to another party in exchange for the resale of water, such decisions shall not affect the remaining portions of the Agreement.

Section 19. Choice of Law; Venue: This Agreement and the rights and duties of the Cities shall be governed by the laws of the State of Texas, without regard to the choice of laws provisions of any jurisdiction. This Agreement shall be enforceable in Dallas County, Texas, and, if legal action is necessary, exclusive venue shall lie in Dallas County, Texas.

Section 20. Interpretation: This is a negotiated document. Should any part of this Agreement be in dispute, the Cities agree that the terms and provisions of this Agreement shall not be construed more favorably for or strictly against any City.

Section 21. Non-Waiver: It is not a waiver of or consent to a breach, failure to perform, or default of this Agreement if the non-defaulting party fails to declare promptly a default or delays in taking any action. Pursuit of any rights or remedies set forth in this Agreement does not preclude pursuit of any other rights or remedies in this Agreement or available or provided by law, in equity, or otherwise.

Section 22. No Third-Party Beneficiaries: This Agreement and all of its provisions are solely for the benefit of the Cities and, except as set forth herein, are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

Section 23. Effective Date: This Agreement shall be effective upon the date that (a) the last of the Cities has signed this Agreement as reflected by the date of signing of this

Agreement by the authorized representatives of the Cities as set forth below, and (b) the DWU Director approves this Agreement.

Section 24. Counterparts: This Agreement may be executed in separate counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

Section 25. Authorized Signatures: The undersigned people are the properly authorized representatives of each of the respective Cities and have the necessary authority to execute this Agreement on behalf of the Cities.

(Signatures on Following Page)

SIGNED AND AGREED by each of the Cities as of the dates set forth below.

CITY OF CARROLLTON, TEXAS

By: _____

Title: _____

Date: _____

Approved as to Form:

R. Clayton Hutchins, City Attorney

CITY OF FARMERS BRANCH, TEXAS

By: _____

Gary D. Greer, City Manager

Date: _____

Approved as to Form:

Peter G. Smith, City Attorney

TOWN OF ADDISON, TEXAS

By: _____

Title: _____

Date: _____

Approved as to Form:

City Attorney

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, APPROVING AN INTERLOCAL AGREEMENT FOR THE RESALE OF WHOLESALE TREATED WATER BETWEEN THE TOWN, THE CITY OF CARROLLTON, AND THE CITY OF FARMERS BRANCH; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas desires to enter into an interlocal agreement with the City of Carrollton, Texas and the City of Farmers Branch, Texas entitled "Interlocal Agreement for the Resale of Wholesale Treated Water" regarding the resale by and between the cities of wholesale treated water purchased from the City of Dallas.

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

Section 1. The City Council does hereby approve that interlocal agreement between the Town of Addison, Texas ("City"), the City of Carrollton, Texas and the City of Farmers Branch, Texas entitled "Interlocal Agreement for the Resale of Wholesale Treated Water" (a true and correct copy of which is attached hereto as Exhibit 1). In the event that both the City of Farmers Branch and the City of Carrollton do not approve and execute the said Agreement, this approval shall be null and void. Subject thereto, the City Manager is authorized to execute the said Agreement on behalf of the City and to take such other steps as may be necessary to implement the same.

Section 2. This Resolution shall take effect immediately upon its passage and approval.

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

Todd Meier, Mayor

ATTEST:

By: _____
Chris Terry, City Secretary

APPROVED AS TO FORM:

By: _____
John Hill, City Attorney

EXHIBIT 1

*[attach copy of Interlocal Agreement
for the Resale of Wholesale Treated Water]*

Council Agenda Item: #R7

AGENDA CAPTION:

Discussion regarding process and philosophy of the Mayor's weekly newsletter.

FINANCIAL IMPACT:

There is no direct financial impact associated with this item.

BACKGROUND:

This item will be discussed at the Council Meeting.

RECOMMENDATION:

N/A

COUNCIL GOALS:

Create Raving Fans of the "Addison Way", Maintain and Enhance our Unique Culture

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R8

AGENDA CAPTION:

Discussion regarding City Council rules and procedures and code of ethics.

FINANCIAL IMPACT:

There is no financial impact associated with this item.

BACKGROUND:

Item will be presented and discussed at the Council meeting.

RECOMMENDATION:

n/a

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

- 📎 [Rules & Procedures](#)
- 📎 [Amended Code of Ethics](#)

Type:

Backup Material
Backup Material

CITY COUNCIL PROCEDURES

SECTION 1. MEETINGS

Three types of meetings are recognized:

- A. Regular Meetings will be held on the second and fourth Tuesday of each month. Meetings will be held at Town Hall in the Council Chambers commencing at 7:30 p.m., unless otherwise posted.
- B. Special Meetings are subject to call by the Mayor, City Manager, or three members of the City Council with written notice to the City Secretary. These meetings will be held at Town Hall unless otherwise posted, at a stated time.
- C. Work Session Meetings are subject to call by the Mayor, City Manager, or three members of the City Council with written notice to the City Secretary. The time, place, and purpose will be stated in each instance. Ordinarily, no official Council action will be taken at a work session meeting.

SECTIONS 2. AGENDAS

The following procedures relate to the agenda for meetings of the Council.

- A. The Mayor, working with the City Manager, will determine what items of business should come before the Council. If, at a meeting of the Council, a member of the Council (i.e., the Mayor and each Council member) or the public inquires about a subject for which notice has not been given as required by law, only the following may be provided unless otherwise allowed by law: (1) a statement of specific factual information given in response to the inquiry, or (2) a recitation of existing policy in response to the inquiry. Unless otherwise allowed by law, any deliberation of or decision about the subject of such inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.
- B. Any Council member may ask the Mayor to place an item on the agenda for discussion.
- C. An item may be placed on the agenda at the request of two or more Council members. The Council members requesting the agenda item may present or participate in the presentation of the item at the meeting. Any Town staff assistance should be requested through the City Manager's Office. Such agenda items must reach the City Secretary's office at Town Hall by 1:00 p.m., Tuesday, of the week preceding the meeting for which the request is made.
- D. Any member of the Town staff wishing to have an item placed on the agenda shall submit that item to the City Manager's Office for approval. The City Manager may establish procedures for submission of routine items without his approval.

E. The agenda packets for all Regular Meetings will be delivered electronically by Town staff to members of the Council no later than the Thursday preceding the meetings.

F. The City Secretary's office is responsible for seeing that notices for all meetings of the Council comply with the Open Meetings Law.

SECTION 3. COUNCIL MEETING PROCEDURES

The Council will use the following procedures as a general guide for parliamentary procedure, and may consult Robert's Rules of Order as a guide in instances not addressed by these procedures.

A. The Mayor shall be the presiding officer at all meetings. The Mayor Pro-Tempore shall preside at meetings in the absence of the Mayor, and the Deputy Mayor Pro-Tempore shall preside at meetings in the absence of the Mayor Pro-Tempore.

B. The Mayor shall have a voice in all matters before the Council and may vote on all matters.

C. When an item is presented to the Council, the Mayor (or presiding officer) shall recognize the appropriate individual to present the item. When two or more members are presenting an item, the Mayor shall choose which member is to speak first.

D. The Mayor (or presiding officer) shall preserve order and shall require Council members engaged in debate to limit discussion to the question under consideration.

E. The Mayor (or presiding officer) will give all members of the Council a full opportunity to speak on an item.

F. Should a conflict arise between Council members, the Mayor (or presiding officer) shall serve as the mediator.

G. The Mayor shall be recognized as head of the Town government for all ceremonial purposes and by the governor for purposes of military law but shall have no administrative duties. If the Mayor is absent, the Mayor Pro-Tempore, and in the absence of the Mayor Pro-Tempore the Deputy Mayor Pro-Tempore, shall be so recognized.

H. Members of the Council shall confine their remarks to the item under consideration and shall avoid references to personality, integrity, or motives of any other members of the Council or Town staff members.

I. Any Council member may ask the Mayor (or presiding officer) to enforce the procedures established by the Council. Should the Mayor (or presiding officer) fail to do so, a majority of the Council may direct him/her to enforce the procedures.

SECTION 4. CODE OF CONDUCT FOR MAYOR AND COUNCIL MEMBERS

A. During Council meetings, Members of the Council shall preserve order and decorum, shall not interrupt or delay proceedings, and shall not refuse to obey the orders of the Mayor (or presiding officer) or the rules of the Council. Members of the Council shall demonstrate respect and courtesy to each other, Town staff members, and citizens appearing before the Council. Members of the Council shall refrain from rude and derogatory remarks.

B. The Mayor and Council members should comply with the Town's Code of Ethics (included in Chapter 2, Article III, Division 2 of the Town's Code of Ordinances and attached hereto as Appendix A) and with all conflict of interest laws.

C. In accordance with the Town's Code of Ethics and with applicable law, the Mayor and Council members shall abstain from participating in or voting on items in which they have a conflict of interest as set forth in the Code of Ethics or applicable law. If the Mayor or a Council member has such a conflict of interest, he or she shall file a "Conflict of Interest Affidavit" with the City Secretary's office. Upon introduction of the agenda item in which the Mayor or Council member has a conflict of interest, the Mayor or Council member should announce that he or she has a conflict of interest, and must refrain from participation in or voting on the agenda item, but shall not be required to leave the meeting room.

SECTION 5. CITIZEN PARTICIPATION AT MEETINGS

A. The Council is, in certain instances (e.g., changes in zoning), required to hold public hearings. If an item is identified on the agenda of a Council meeting as a public hearing, persons attending the Council meeting will be given the opportunity to speak regarding the item after being recognized by the Mayor (or presiding officer). The Mayor (or presiding officer) may set time limits on persons who speak at a public hearing.

B. Except as set forth in paragraph A of this Section, as a general rule, persons attending a meeting of the Council may not participate in the discussions of the Council.

SECTION 6. COUNCIL AND STAFF RELATIONS

A. Members of the Council should attempt to ask questions to the City Manager about the Council agenda packet issued for a Council meeting prior to the meeting. This will allow the Town staff time to respond to the Council member's questions and, if necessary, to provide additional information to all members of the Council.

B. The City Manager shall designate the appropriate Town staff member to address each agenda item and shall see that each presentation informs the Council on the issues which require Council action. The presentations should be professional and timely, and should list options available for resolving any issue.

C. The City Manager is directly responsible for providing information to all members of the Council concerning any inquiries by a specific member of the Council. Should the City Manager find his or his staff's time being dominated by a single member, he should inform the Mayor of the concern.

D. Any conflicts between the staff and the Council will be addressed by the Mayor and the City Manager.

E. The City Manager is responsible for the professional and ethical behavior of himself and his staff. He is also responsible for seeing that his staff remains educated and informed on the issues facing municipal government.

F. All members of the Council and Town staff members shall show respect and courtesy to each other and citizens at all times.

G. The City Manager is responsible for seeing that all newly (first time) elected members of the Council are provided with a thorough orientation on Town staff procedures, municipal facilities, and other information of interest to municipal officials.

SECTION 7. COUNCIL AND MEDIA RELATIONS

A. Agenda packets shall be provided upon request to all interested news media in advance of the Council meetings.

B. Responses to media inquiries concerning Town matters will be made as determined by the Mayor (or Mayor Pro-Tempore in the absence of the Mayor, or in the absence of the Mayor Pro-Tempore, the Deputy Mayor Pro-Tempore) and the City Manager.

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⁽⁸⁾ **Charter reference**— Restrictions on acceptance of gifts, § 11.01; prohibited interests in contracts, § 11.02.

[Sec. 2-91. - Definitions.](#)

[Sec. 2-92. - Policy.](#)

[Sec. 2-93. - Standards of conduct.](#)

[Sec. 2-94. - Prohibition on conflict of interest.](#)

[Sec. 2-95. - Restrictions on former town officers and employees.](#)

[Sec. 2-96. - Accepting employment from an entity regulated by town prohibited.](#)

[Secs. 2-97—2-115. - Reserved.](#)

Sec. 2-91. - Definitions.

The following words, terms and phrases when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Board means a board, commission or committee which is established by town ordinance, town Charter, interlocal contract or state law and any part of whose membership is appointed by the city council.

Business entity or *entity* mean a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust or any other entity recognized in law.

Employee means a person employed or paid a salary by the town on a full-time basis excluding officers.

Incidental interest means an interest in a person, entity or property which is not a substantial interest and which has insignificant value, or which would be affected only in a de minimis fashion by a decision. This division does not establish dollar limits on the terms "insignificant value" and "de minimis," which shall have their usual meanings and be subject to interpretation on a case by case basis.

Interest or *benefit* means anything reasonably regarded as economic gain or economic advantage, other than incidental or remote interests. The term applies to the official and also to any person who is related to such official within the second degree by consanguinity or affinity.

Officer means the mayor and members of the city council.

Official means officers, employees and members of any board which is established by town ordinances, town charter, interlocal contract, or state law and any part of whose membership is appointed by the city council.

Remote interest means an interest of a person or entity, including an official who would be affected in the same way as the general public. The interest of a councilmember in the property tax rate, general town fees, town utility charges or a comprehensive zoning ordinance or similar decisions is incidental to

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the extent that the councilmember would be affected in common with the general public.

(Code 1982, § 2-2)

Cross reference— Definitions generally, § 1-2.

Sec. 2-92. - Policy.

(a) It is hereby declared to be the policy of the town that the proper operation of democratic government requires that:

- (1) Officials be independent, impartial and responsible only to the people of the town;
- (2) Governmental decisions and policy be made using the proper procedures of the governmental structure;
- (3) No official have any interest, direct or indirect, or engage in any business transaction or professional activity or incur any obligation of any nature which is in conflict with the proper discharge of his duties in the public interest;
- (4) Public office not be used for personal gain;
- (5) The city council at all times be maintained as a nonpartisan body; and
- (6) Officials fully comply with state statutes, as amended, concerning conflicts of interest.

(b) To implement this policy, the city council has determined that it is advisable to enact this code of ethics for all officials, whether elected or appointed, paid or unpaid, advisory or administrative, to serve not only as a guide for official conduct of the town's public servants, but also as a basis for discipline for those who refuse to abide by its terms.

(Code 1982, § 2-3)

Sec. 2-93. - Standards of conduct.

No official shall:

- (1) Accept or solicit any money, property, service or other thing of value by way of gift, favor, loan or otherwise which he knows or should know is being offered or given with the intent to unlawfully influence such person in the discharge of official duties, or in return for having exercised or performed official duties.

State law reference— Bribery, V.T.C.A., Penal Code § 36.02; gift to public servant by person subject to his jurisdiction, V.T.C.A., Penal Code § 36.08.

- (2) Use his official position to secure special privileges or exemptions for himself or others.
- (3) Grant any special consideration, treatment or advantage to a person or organization beyond that which is available to every other person or organization. (This shall not prohibit the granting of fringe benefits to town employees as part of their contract of employment or as an added incentive to the securing or retaining of employees).
- (4) Disclose information deemed confidential by law that could adversely affect the property or affairs of the town, or directly or indirectly use any information understood to be confidential which

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was gained by reason of his official position or employment for his own personal gain or benefit or for the private interest of others.

(5) Transact any business on behalf of the town in his official capacity with any entity with which he is an officer, agent or member or in which he has an interest. In the event that such a circumstance should arise, no violation of this subsection occurs if he shall make known his interest, and:

a. In the case of an officer or board member, refrain from discussing the matter at any time with members of the body of which he is a member or any other body which will consider the matter and abstain from voting on the matter; or

b. In the case of an employee, turn the matter over to his superior for reassignment, state the reasons for doing so and have nothing further to do with the matter involved.

(6) Accept other employment or engage in outside activities incompatible with the full and proper discharge of his duties and responsibilities with the town, or which might impair his independent judgment in the performance of his public duty.

(7) Personally provide services for compensation, directly or indirectly, to a person, entity or organization who is requesting an approval, investigation, or determination from the body or department of which the officer or employee is a member. This restriction does not apply to outside employment of an officer if the employment is the officer's primary source of income.

(8) Receive any fee or compensation for his service as an officer or employee of the town from any source other than the town, except as may be otherwise provided by law. This shall not prohibit his performing the same or other services for a public or private organization that he performs for the town if there is no conflict with his town duties and responsibilities.

(9) In the case of a member of the city council or an employee, personally represent, or appear in behalf of, the private interests of others:

a. Before the city council or any town board or department;

b. In any proceeding involving the town; or

c. In any litigation to which the town is a party.

(10) In the case of a board member, personally represent, or appear in behalf of, the private interests of others:

a. Before the board of which he is a member;

b. Before the city council;

c. Before a board which has appellate jurisdiction over the board of which he is a member; or

d. In litigation to which the town is a party if the interests of the person being represented are adverse to the town and the subject of the litigation involves the board on which the board member is serving or the department providing support services to that board.

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(11) Use his official position or town-owned facilities, personnel, equipment, supplies, vehicles, printing facilities, postage facilities, long-distance telephone services or any other resources for private purposes, personal advantage, pecuniary gain for such official or for others or for any political campaign for himself or others. However, this shall not prohibit an official from using his official position to promote or encourage economic development and businesses within the town, provided (a) the official, and any person related to the official within the second degree by consanguinity or affinity, does not receive a benefit from such promotion or encouragement, and (b) the promotion or encouragement of economic development and businesses is not for the purpose of promoting, and does not promote, other than incidentally, the official or any person related to the official within the second degree by consanguinity or affinity

(12) Use the prestige of his position with the town in behalf of any political party.

(13) Knowingly perform or refuse to perform any act in order to deliberately thwart the execution of valid town ordinances, rules or regulations or the achievement of official town programs.

(14) Engage in any dishonest or criminal act or any other conduct prejudicial to the government of the town or that reflects discredit upon the government of the town.

(Code 1982, § 2-4(a)—(n))

Charter reference— Prohibited interests in contracts, § 11.02.

Sec. 2-94. - Prohibition on conflict of interest.

An official may not participate in a vote or decision on a matter affecting a person, entity or property in which the official has an interest. In addition, an official who serves as a corporate officer or member of the board of directors of a nonprofit entity which is not appointed by the city council may not participate in a vote or decision regarding funding by or through the town for the entity. Where the interest of an official in the subject matter of a vote or decision is remote or incidental, such official may participate in the vote or decision and need not disclose the interest.

(Code 1982, § 2-5)

Sec. 2-95. - Restrictions on former town officers and employees.

(a) When used in this section, the terms "before the town" shall mean before any official of the town.

(b) When used in this section, the term "represent" shall include all communications with and appearances before the town in which the town is asked to make a decision, as that term is defined in this chapter. The term "represent" does not include communications and appearances involving only ministerial action on the part of the town.

(c) When used in this section, the term "case, project or matter" shall refer to specific cases, projects or regulatory matters, rather than generic policies, procedures or legislation of general application. For instance, the zoning process or site plan review process is not a "case, project or matter" within the meaning of this section; however, a specific zoning case or site plan would constitute a "case, project or matter" subject to the restrictions imposed in this section. It is not the intent of this division, and this division shall not be construed, to proscribe the practice of any profession or occupation by former town officials and employees other than before the town and as provided in section 2-96

(d) An employee in a position which involves significant decision-making, advisory, or supervisory

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responsibility, or an officer who leaves the service or employment of the town shall not, within 12 months after leaving that employment or service, represent any other person or entity in any formal or informal appearance, if the officer or employee has received or shall receive remuneration from the person, entity or members of the entity being represented:

(1) Before the town concerning a case, project or matter over which the person exercised discretionary authority as an employee or officer; or

(2) Before any other agency on a case, project or matter over which the person exercised discretionary authority as an employee or officer.

(e) A former employee or officer who is subject to the requirements of subsection (d) of this section shall, during the 24 months after leaving the service or employment of the town, disclose his previous position and responsibilities with the town and the work performed, if any, as an employee or officer regarding the matter for which he is appearing before the town whenever he represents any other person or entity in any formal or informal appearance before the town.

(f) In any formal or informal appearance before the town, a person representing a person or entity which employs a former officer or employee who had discretionary authority over the project or matter for which the person or entity is appearing before the town shall disclose any former involvement of such former officer or employee in the project or matter. This disclosure requirement shall be in effect for 24 months after the former officer or employee leaves town service or employment.

(g) No employee or officer shall approve or vote to approve any oral or written contract for land services, supplies or materials between the town and either a former employee or officer or an entity which employs such former employee or officer during the 12-month period following such former employee's or officer's departure from the town's employment or service. Notwithstanding the foregoing, upon a finding by the city council that the economic or other benefit to the former employee or officer is minimal or insignificant, the city council may vote to waive the prohibition contained in this subsection.

(Code 1982, § 2-6)

Sec. 2-96. - Accepting employment from an entity regulated by town prohibited.

An employee in a position which involves significant reporting, decision-making, advisory, regulatory or supervisory responsibility who leaves the service or employment of the town shall not, within six months after leaving that service or employment, seek or accept employment from an entity which had appeared for formal action or decision before the body of which such employee was a member or which had been subject to the employee's regulation or inspection during such employee's employment with the town.

(Code 1982, § 2-7)

Secs. 2-97—2-115. - Reserved.