



Post Office Box 9010 Addison, Texas
75001-9010
5300 Belt Line Road
(972) 450-7000 Fax: (972) 450-7043

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

AND / OR

WORK SESSION OF THE CITY COUNCIL

7:30 PM

SEPTEMBER 25, 2012

TOWN HALL

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

REGULAR MEETING

Pledge of Allegiance

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

Introduction of Employees

Discussion of Events/Meetings

Item #R2- Consent Agenda.

#2a- Approval of Minutes for the September 4, 2012 Special

Council Meeting.

#2b- Approval of Minutes for the September 10, 2012 Special Council Meeting.

#2c- Approval of Minutes for the September 11, 2012 Regular Council Meeting.

#2d- Approval of Minutes for the September 14, 2012 Special Council Meeting.

#2e- Approval of Minutes for the September 17, 2012 Special Council Meeting.

#2f- Approval of an annual contract for Fiscal Year 2012-2013 with the Trinity River Authority to provide inspection & sampling services and laboratory analysis on certain industries in Addison to comply with wastewater pretreatment laws as required by Environmental Protection Agency.

#2g- Approval of an annual contract for Fiscal Year 2012-2013 with Dallas County Health & Human Services (DCHHS) for the Town of Addison to participate in a portion of the cost of providing selected health services at reduced prices to Addison residents

#2h- Approval authorizing the City Manager to enter into an interlocal agreement with Dallas County in an amount not to exceed \$10,000 for the disposal of Household Hazardouse Waste.

Item #R3 Presentation by Jack Tidwell regarding Vision North Texas.

-

Attachment(s):

1. Jack Tidwell Bio

Item #R4 Presentation, discussion and consideration of approval 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, for signs at the Chili's Restaurant, located at 4500 Belt Line Road.

-

Attachment(s):

1. CHILI'S ME APPLICATION AND DRAWINGS

Recommendation:

Administration recommends approval.

Item #R5 Discussion and consideration of approval of the formation and appointment of a committee to review memorial and naming policy.

-

Item #R6 Discussion regarding parking availability at the Addison Walk and Quorum II shopping centers.

-

Item #R7 Presentation, discussion, and consideration of approval of an ordinance amending the Town's investment policy set forth in Chapter 2, Article IV, Division 3 of the Town's Code of Ordinances.

-

Attachment(s):

1. FY13 Investment Policy
2. Exhibit B - Approved Broker/Dealers

3. Ordinance to Amend Investment Policy

Recommendation:

Staff recommends approval of the Town's FY 2013 investment policy.

Item #R8 Presentation, discussion, and consideration of approval of a resolution adopting the Town of Addison Investment Strategy for Fiscal Year 2012-2013.

Attachment(s):

1. FY13 Investment Strategy Statement
2. Resolution to Adopt Investment Strategy

Recommendation:

Staff recommends approval of the resolution approving the Town's FY 2013 investment strategy.

Item #R9 Presentation, discussion, and consideration of approval of an Ordinance amending Chapter 67, Special Events, of the Code of Ordinances by adding a provision requiring food and beverage vendors to pay a commission, and regarding selection of an in-house private label caterer, for service within the Addison Arts & Events District and at Visit Addison, deleting space rental fees for the Conference Centre, and providing for related items.

Attachment(s):

1. Cover Memo
2. Proposed Ordinance

Item Presentation, discussion, and consideration of approval of

#R10 - a Resolution approving a schedule of pricing, including updating current pricing for the rental or use of, and a commission structure to be paid by vendors of food and/or beverages at, the Addison Arts and Events District, including the Addison Conference and Theatre Centre, and Visit Addison.

Attachment(s):

1. New Rate Structure example
2. Proposed Resolution

Recommendation:

Staff recommends approval.

Item #R11 - Discussion and consideration of approval of an ordinance amending the Annual Budget of the Town of Addison for the fiscal year beginning October 1, 2011 and ending September 30, 2012.

Attachment(s):

1. Budget Amendment Packet

Recommendation:

It is recommended that Council approve the attached ordinance amending the Town's annual budget for the fiscal year ending September 30, 2012.

Item #ES1 - Closed (executive) session of the Addison City Council pursuant to Section 551.074, Texas Government Code, to deliberate the evaluation and employment of the City Manager.

Item #ES2 - Closed (Executive) session of the Addison City Council pursuant to Section 551.071, Texas Government Code, to

conduct a private consultation with its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 552, Texas Government Code, regarding a lease between the Town, as landlord, and Durga Services, LLC, as tenant, of the property located at 4460 Belt Line Road (Clay Pit restaurant).

Item
#R12 - Discussion and consideration of action regarding compensation of the City Manager.

Item
#R13 - Discussion and consideration of any action regarding the lease between the Town, as landlord, and Durga Services, LLC, as tenant, of the property located at 4460 Belt Line Road (Clay Pit restaurant).

Adjourn Meeting

Posted:
Chris Terry, 9/21/2012, 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: # R 2a

AGENDA CAPTION:

Approval of Minutes for the September 4, 2012 Special Council Meeting.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

 [September 4 Minutes](#)

Type:

Backup Material

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

September 4, 2012

6:00 PM - Town Hall

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

Chris Terry, 8/31/2012, 5:00 PM

Council Members Present:

None

Absent:

None

Item #S1 - Discussion and consideration of approval authorizing an additional Addison applicant in the 24th class of the Leadership Metrocrest program.

Motion was made subject to the adjustment of Ivan Hughes to 100% funding due to service on the Planning and Zoning Commission.

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

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

Item #S2 - Presentation and discussion of Fiscal Year 2013 Non-Profit Funding requests.

Item #S3 - Discussion regarding the fiscal year 2013 Hotel Fund budget.

Item #S4 - Discussion regarding the Town of Addison fiscal year 2013 budget.

Mayor-Todd Meier

Attest:

City Secretary-Chris Terry

Council Agenda Item: # R 2b

AGENDA CAPTION:

Approval of Minutes for the September 10, 2012 Special Council Meeting.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

 [September 10 Minutes](#)

Type:

Backup Material

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

September 10, 2012

6:00 PM - Town Hall

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

Chris Terry, 9/7/2012, 5:00 PM

Council Members Present:

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

Absent:

None

Item #S1 - PUBLIC HEARING on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 11.22 percent (percentage by which proposed tax rate exceeds lower of rollback tax rate or effective tax calculated under Chapter 26, Tax Code).

The following people spoke regarding this item:

Morris Norwood, 14593 Longfellow Court

Bob Doepfner, 4006 Bobbin Lane

John C. Caris, 3883 Weller Run

Mary Carpenter, 4006 Winter Park

There was no action taken.

Item #S2 - PUBLIC HEARING regarding the Town of Addison's Annual Budget and proposed tax rate for the Fiscal Year ending September 30, 2013.

The following people spoke regarding this item:

Morris Norwood, 14593 Longfellow Court

Tom Hunse, 14784 Winnwood

John Tisdale, 8435 Spectrum Drive, McKinney TX 75070

John C. Caris, 3883 Weller Run

Ralph Doherty, 14718 Celestial Place

There was no action taken.

Item #S3 - Discussion and consideration of approval of an employee compensation policy and pay plan.

Ron Whitehead, City Manager; Lea Dunn, Deputy City Manager; and Passion Hayes, HR Director, spoke regarding this item.

Motion was made by Mayor Meier to 1) continue with current level of employee benefits, including a 2/1 contribution to employees' retirement system, deferred compensation, vacation, no cost to employee employee health, dental, disability, and life insurance, as well as the longevity bonus, and liberal overtime availability; 2) approve the City Manager's request for a pool of (\$900,000) to be distributed as the management team deems appropriate to remedy the salary ranges, compression, and entry level adjustments necessary ~~(as well as fund the increase to health insurance costs)~~ 3) continue market and merit pay plan for FY 2013 as recommended by the City Manager, and 4) continue the Merit and Market pay plan for next year and continue to pursue, research, analyze and develop possible new direct pay plans that align organizational and employee interests with our Strategic Plan and Goals; and Council commits each year to review all options and consistently stay competitive in our market place and maintain our best product value proposition by studying all options, all financial and cultural ramifications and, if possible, develop an innovative and creative alternative to our current merit and market pay plan.

A motion to Approve was made by Mayor Todd Meier.

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

Motion made by Council Member Neil Resnik to amend the original motion by excluding the funding of life insurance cost adjustments within the \$900,000 salary adjustment allocation.

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

Mayor-Todd Meier

Attest:

City Secretary-Chris Terry

Council Agenda Item: # R 2c

AGENDA CAPTION:

Approval of Minutes for the September 11, 2012 Regular Council Meeting.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

 [September 11 Minutes](#)

Type:

Backup Material

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL REGULAR MEETING

September 11, 2012

7:30 PM - Town Hall

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

Chris Terry, 9/7/2012, 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 August 21, 2012 Special Council Meeting.

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 Minutes for the August 28, 2012 Regular Council Meeting.

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 regarding the Town of Addison's Annual Budget and proposed tax rate for the Fiscal Year ending September 30, 2013.

The following people spoke regarding this item:

Morris T. Norwood, 14593 Longfellow Court

There was no action taken.

Item #R4 - Presentation, discussion and consideration of approval 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 the Chili's restaurant located at 4500 Belt Line Rd. in order to provide for two awning signs, each with a logo 4' in height and an area of 9 square feet, and an attached sign, with a logo 5' 6" in height and an area of approximately 42 square feet, on the north facade, and for three awning signs, each with a logo 4' in height and an area of 14 square feet, and an attached sign with a logo 4.8" in height, with an area of approximately 26 square feet, on the west facade.

Lynn Chandler, Development Services, presented and spoke regarding this item. Robert Montgomery from Brinker International, representing the applicant, also spoke regarding this item.

Council Member Clemens moved to table the item for two weeks and ask that the city manager work with the applicant to achieve greater

compliance with the signage ordinance in their proposal.

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

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 #R5 - PUBLIC HEARING Case 1657-SUP/Mi Piaci Restaurant.

Public hearing, discussion, and consideration of approval of an ordinance changing the zoning on property located at 14854 Montfort Drive, which property is currently zoned Planned Development District (PD 084-076) with a Special Use Permit for restaurant use and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, by approving for that property an amendment to the existing Special Use Permit for a restaurant, and an amendment to the existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, that modifies the premises for the restaurant and the sale of alcoholic beverages for on-premises consumption only by adding thereto an additional patio to an existing restaurant, on application from Mi Piaci Restaurant, represented by Dean Dekker of DCD Architecture and Interior Design.COMMISSION FINDINGS:The Addison Planning and Zoning Commission, meeting in regular session on August 23, 2012, voted to approve the request for approval of an ordinance approving an amendment to an existing Special Use Permit for a restaurant, and an amendment to an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption, located at 14854 Montfort Drive, on application from Mi Piaci Restaurant, represented by Mr. Dean Dekker, subject to the following condition:-The applicant shall not use any term or graphic depiction that relates to alcoholic beverages in any exterior signs.

Voting Aye: Doherty, Groce, Oliver, Stockard, Wheeler Voting Nay:

none Absent: Hewitt One Seat vacant

Carmen Moran, Development Services, presented and spoke regarding this item.

Dean Decker, representing Mi Piaci restaurant, also spoke regarding this item.

Council Member DeFrancisco moved approval of the item subject to the conditions listed on the agenda item.

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

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

Item #ES1 - Closed (executive) session of the Addison City Council pursuant to Section 551.072, Tex. Gov. Code, to deliberate the lease or value of certain real property located at Addison Airport.

Council entered Executive Session at 8:09 pm.

There was no action taken.

Item #ES2 - Closed (Executive) session of the Addison City Council pursuant to Section 551.087, Texas Government Code, to discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or to deliberate the offer of a financial or other incentive to such business prospect or business prospects.

Council left Executive Session at 8:52 pm.

There was no action taken.

Item #R6 - Consideration of any action regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or any action regarding the offer of a financial or other incentive to such business prospect or business prospects.

Council Member Clemens moved approval of item in executive session, subject to the final review and approval of the City Manager and City Attorney.

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

Item #R7 - Consideration of any action regarding certain real property located at Addison Airport, including the lease or value of such property and related matters.

Mayor-Todd Meier

Attest:

City Secretary-Chris Terry

Council Agenda Item: # R 2d

AGENDA CAPTION:

Approval of Minutes for the September 14, 2012 Special Council Meeting.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

 [September 14 Minutes](#)

Type:

Backup Material

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

September 14, 2012

3:00 PM - Town Hall

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

Chris Terry, 9/10/2012, 5:00 pm

Council Members Present:

Clemens, DeFrancisco, Meier, Moore, Resnik

Absent:

None

Item #S1 - PUBLIC HEARING regarding the Town of Addison's Annual Budget and proposed tax rate for the Fiscal Year ending September 30, 2013.

The following people spoke regarding this item:

Morris Norwood, 14593 Longfellow Court

John C. Caris, 3883 Weller Run

There was no action taken.

Mayor-Todd Meier

Attest:

City Secretary-Chris Terry

Council Agenda Item: # R 2e

AGENDA CAPTION:

Approval of Minutes for the September 17, 2012 Special Council Meeting.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

 [September 17 Minutes](#)

Type:

Backup Material

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

September 17, 2012

6:00 PM - Town Hall

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

Chris Terry, 9/14/2012, 5:00 pm

Council Members Present:

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

Absent:

None

Item #WS1 - Presentation and discussion regarding Fiscal Year 2012-2013 budget and tax rate.

Item #S1 - PUBLIC HEARING regarding the Town of Addison's Annual Budget and proposed tax rate for the Fiscal Year ending September 30, 2013.

The following people spoke regarding this item:

Morris Norwood, 14593 Longfellow Court

John C. Caris, 3883 Weller Run

There was no action taken.

Item #S2 - PUBLIC HEARING on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by a maximum of 11.22 percent (percentage by which proposed tax rate exceeds lower of rollback tax rate or effective tax calculated under Chapter 26, Tax Code).

The following people spoke regarding this item:

Morris Norwood, 14593 Longfellow Court
John C. Caris, 3883 Weller Run

There was no action taken.

Item #S3 - Presentation, discussion, and consideration of approval of an ordinance of the Town of Addison, Texas approving and adopting the annual budget for the fiscal year beginning October 1, 2012 and ending September 30, 2013; providing that said expenditures for said fiscal year shall be made in accordance with said budget; providing for a repeal clause.

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

Item #S4 - Presentation, discussion and consideration of approval of an ordinance levying taxes for the Town of Addison, Texas and fixing and adopting the tax rate on all taxable property for the fiscal year beginning October 1, 2012 and ending September 30, 2013; providing for a penalty and interest for delinquent taxes; declaring an emergency and providing an effective date.

Council Member Clemens moved approval of an ordinance adopting the property tax rate for Fiscal Year 2013 at 0.58 cents.

A motion to Approve was made by Council Member Blake Clemens.
The motion was seconded by Mayor Todd Meier.

The motion result was: Passed

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

Voting Nay: Resnik

Item #S5 - Presentation, discussion and consideration of approval of an Ordinance ratifying the property tax increase reflected in the annual budget for the fiscal year beginning October 1, 2012, and ending September 30, 2013.

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

Mayor-Todd Meier

Attest:

City Secretary-Chris Terry

Council Agenda Item: # R 2f

AGENDA CAPTION:

Approval of an annual contract for Fiscal Year 2012-2013 with the Trinity River Authority to provide inspection & sampling services and laboratory analysis on certain industries in Addison to comply with wastewater pretreatment laws as required by Environmental Protection Agency.

FINANCIAL IMPACT:

\$0

BACKGROUND:

The EPA requires that industries categorized as significant industrial users (SIUs) regarding their wastewater discharges be scrutinized by the local governing authority for compliance with federal law. Since the Trinity River Authority (TRA) treats all of the wastewater generated in the industrially zoned areas of Addison and is the agency responsible to EPA oversight, in the interest of simplification and impartiality, we feel it is prudent to continue our relationship with TRA for EPA required services. Being that the actual expenditures to TRA are recovered from SIUs, no monies are budgeted for this regulatory program. An enterprise account (#01-000-11505) in the Utility Fund has been created to handle this financial arrangement. For your information, we do not expect expenditures for the term of this contract to exceed \$4,000. Terms of the contract are identical to last year.

RECOMMENDATION:

Administration recommends approval.

COUNCIL GOALS:

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

ATTACHMENTS:

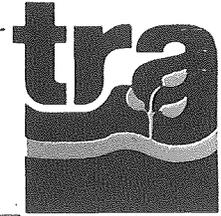
Description:

- [TRA cover letter](#)
- [Annual contract with TRA](#)
- [TRA fee schedule](#)

Type:

- Cover Memo
- Cover Memo
- Cover Memo

Trinity River Authority of Texas



Central Regional Wastewater System

3110.500.026.100

July 23, 2012

Mr. Neil Gayden
Supervisor, Environmental Services
City of Addison
Addison, Texas 75001-9010

Dear Mr. Gayden:

Subject: Contract for Services - Fiscal Year 2013
Revised Technical Services Fee Schedule
Central Regional Wastewater System

The Trinity River Authority Board of Directors, in Board Action June, 2012, approved the Technical Services Fee Schedule for Fiscal Year 2013 which is in connection with all contracting work relating to the analysis of water and wastewater, industrial inspections, and/or sampling services. According to our records, your current contract expires September 30, 2012. As in past years we propose to continue performing associated services to all Authority Contributing Parties under the provisions of a contract for services. Enclosed please find three (3) copies of the Trinity River Authority Contract for Services and Fee Schedules for Fiscal Year 2013 attached for your review and official authorization. Upon the City's approval for requested services between the City and Trinity River Authority, please return all 3 notarized or sealed copies with Attachment A - Technical Services Fee Schedules for final execution to this office. After execution by the Authority's General Manager, two (2) original Contract for Services will be returned for your files unless otherwise noted by the City.

Please address and refer the correspondence regarding this matter to:

Trinity River Authority
Central Regional Wastewater System
6500 West Singleton Blvd.
Dallas, Texas 75212
Attention: Wm. B. Cyrus, Manager
Technical Services

6500 W. Singleton Blvd.
Dallas, Texas 75212
Metro (972) 263-2251
Admin Fax (972) 975-4412
Lab Fax (972) 975-4414

July 23, 2012
FY-2013 Contract for Services
Page 2

To coordinate our efforts accordingly, the Authority requests the approval of the contract to begin on October 1, 2012, and terminate on date specified by the contracting party in Section VI. Please note that the contract may now be greater than one (1) year at the contracting party's preference.

Also enclosed are additional copies of our Board Approved Fiscal Year 2013 Services Fee Schedule for your use and files. The service fees are effective December 1, 2012 through November 30, 2013. Historically the fee schedule for these services is derived annually from the direct costs of performing each test, including manpower, materials, supplies, and equipment costs. Additionally, the cost associated with maintaining quality assurance is included in the cost of the test.

Should you have any questions concerning this contract or changes in fee schedule, please contact this office at your convenience.

Sincerely,



WM. B. CYRUS
Manager, Technical Services

BC/mlt

Enclosures

CONTRACT FOR TECHNICAL SERVICES

I. CONTRACTING PARTIES

The Receiving Agency: **Town of Addison**, whose authorized address is

**PO BOX 9010
16801 Westgrove Dr.
Addison, Texas 75001
Attn: Neil Gayden, RS Environmental Services Official**

The Performing Agency: Trinity River Authority of Texas, whose authorized address is 5300 South Collins, P. O. Box 240, Arlington, Texas 76004-0240, Attention: J. Kevin Ward, General Manager (or his designated representative).

II. STATEMENT OF SERVICES TO BE PERFORMED

In order to discharge the responsibilities associated with the enforcement of Federal, State, and City regulations, the Receiving Agency requires services of a laboratory qualified to perform water and wastewater analysis, and of personnel to conduct industrial inspection and/or sampling services, such services detailed in Section A, Subsection(s) **1, 2 & 3**, below.

A. PERFORMANCE OF SERVICES

1. Industrial Inspection Services

In keeping with the foregoing, the Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform industrial inspection services within the parameters listed on the attached schedule sheet.

The Performing Agency shall perform all Industrial Pretreatment Inspections, review permit applications and prepare for submittal Permits to Discharge Industrial Wastes to the Sanitary Sewer in accordance with procedures established by the Trinity River Authority of Texas in accordance with 40 CFR Part 403.8. Industrial Pretreatment Inspections, Application reviews and Permit preparations and submittals shall be in compliance with the Receiving Agency's Industrial Waste Ordinances, Sewer Ordinances Number **003-003**, and EPA General Pretreatment Regulations for Existing and New Sources. Records of Inspections, Applications and Permits shall be maintained as required by EPA General Pretreatment Regulations, 40 CFR § 403.12.

2. Industrial Sampling Services

In keeping with the foregoing, the Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform industrial sampling services within the parameters listed on the attached schedule sheet and in accordance with the Receiving Agency's Industrial Waste Ordinances and Sewer Ordinances Number **003-003**.

The Performing Agency shall perform all sample collections, sample preservation, and maintenance of chain-of-custody records in accordance to the approved procedures set forth in Test Methods for Evaluating Solid Waste, EPA Manual SW-846, Methods for Chemical Analysis of Water and Wastes, EPA Manual EPA-600/4-79-020, and the Handbook for Sampling and Sample Preservation of Water and Wastewater, EPA Manual EPA-600/4-82-029. The samples shall be properly collected, preserved and delivered by the Performing Agency to the Performing Agency's laboratory located at 6500 West Singleton

Blvd., Dallas, Texas. When feasible, the Performing Agency will conduct flow or time composited sampling. When composited sampling is not feasible, grab sampling will be performed.

3. Analytical Services

In keeping with the foregoing, the Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform analytical services within the parameters listed on the attached schedule sheet.

The Receiving Agency will collect samples and deliver them to the laboratory for analysis. It is understood that these samples will be properly collected and preserved in accordance with applicable sections of A Practical Guide to Water Quality Studies of Streams, Federal Water Pollution Control Administration publication and Methods for Chemical Analysis for Water and Wastes, EPA manual, as well as the latest edition of Standard Methods for the Examination of Water and Wastewater. Additionally, requirements set by the National Environmental Laboratory Accreditation Conference will be followed as mandated by the Texas Commission on Environmental Quality for state accreditation. A chain-of-custody procedure shall be maintained in the field and the laboratory in accordance with procedures to be established by the Receiving Agency. The Receiving Agency will furnish chain-of-custody.

The Performing Agency will perform all analyses according to the approved procedures set forth in Standard Methods for the Examination of Water and Wastewater, current edition or the latest edition of Methods for Chemical Analysis of Water and Wastes, EPA manual. Additionally, requirements set by the National Environmental Laboratory Accreditation Conference will be followed as mandated by the Texas Commission on Environmental Quality for state accreditation. Samples will be analyzed by these methods on the production basis, to include appropriate analytical quality assurance procedures. Records will be kept for documentation of the Performing Agency's quality assurance program and copies will be available to the Receiving Agency upon request. Unusual interferences and problems will be reported to the Receiving Agency at its authorized address noted above. Research into specific techniques to overcome these difficulties will be undertaken when practical, and by mutual agreement. The chain-of-custody sheet submitted with each sample will designate the particular analysis or analyses to be made of each sample submitted. The laboratory will be operated in such a manner as to insure the legal sufficiency of the sample handling; analytical and reporting procedures; and to remedy effects in the procedures should such be discovered.

The various laboratory personnel shall be directed upon receipt of written notice from the Receiving Agency 72 hours in advance, to appear and testify in enforcement actions. In such event, travel and per diem expenses for such employees shall be paid by the Receiving Agency. Travel and per diem for court appearances hereunder shall be based on current State laws.

Receiving Agency may deliver to Performing Agency samples for analysis separate and apart from those samples collected by the Performing Agency. When the Receiving Agency delivers samples to the Performing Agency for analysis, the Receiving Agency shall indicate the nature and extent of the analyses it desires to be conducted. Performing Agency shall not be responsible for the manner of collection or chain-of-custody or sheets which are matters entirely outside Performing Agency's control. Performing Agency shall receive, log and perform such analyses of samples in accordance with that part of the chain-of-custody procedures identified as Transfer of Custody and Storage attached hereto.

Samples analyzed to maintain the normal quality assurance program which the Performing Agency presently maintains in its laboratory will be charged to the Receiving Agency at the

same rate as submitted samples.

B. TERMINATION

Either party to this Contract may terminate the Contract by giving the other party thirty day notice in writing at their authorized address as noted previously. Upon delivery of such notice by either party to the other and before expiration of the thirty day period, the Performing Agency will proceed promptly to cancel all existing orders, contracts, and obligations which are chargeable to this Contract. As soon as practicable after notice of termination is given, the Performing Agency will submit a voucher for work performed under this Contract through its termination. The Receiving Agency will pay the Performing Agency for the work performed less all prior payments. Copies of all completed or partially completed reports, documents, and studies prepared under this Contract will be delivered by the Performing Agency to the Receiving Agency when and if this Contract is terminated prior to the completion of the prescribed work.

C. AMENDING THE CONTRACT

The parties hereto without invalidating this Contract may alter or amend this Contract upon advance written agreement of both parties to exclude work being performed or to include additional work to be performed and to adjust the consideration to be paid hereunder by virtue of alterations or amendments.

III. BASIS FOR CALCULATING REIMBURSABLE COSTS

The financial basis for calculating reimbursable costs shall be as stated in Attachment A, said Attachment A shall be revised and updated annually. Any revisions will be incorporated by reference herein. A cost analysis shall be prepared each year by the Trinity River Authority of Texas and shall be approved by the Trinity River Authority of Texas Board of Directors prior to effective date of said revision.

The expenditures by the Trinity River Authority of Texas of funds paid to it under this Contract shall be subject to such State or Federal audit procedures as may be required by law and by accepted practices of the State or Federal auditor, or both, if requested. The Trinity River Authority of Texas shall be responsible for maintaining books of account that clearly, accurately and currently reflect financial transactions. The financial records must include all documents supporting entries on the account records which substantiate costs. The Trinity River Authority of Texas must keep the records readily available for examination for a period of three years after the close of the last expenditure.

IV. CONTRACT AMOUNT

The total costs charged by the Authority to the Receiving Agency shall not exceed **Four Thousand Dollars (\$4,000)** per annum during the term of this Contract, unless mutually agreed by the parties hereto.

V. PAYMENT FOR SERVICES

The Performing Agency shall bill the Receiving Agency monthly for services performed. Charges for these services shall be based on the attached cost schedules.

The Receiving Agency shall pay the monthly billings of the Performing Agency within thirty days of

their receipt.

VI. TERM OF CONTRACT

This Contract is to begin **October 1, 2012** and shall terminate **September 30, 2013**, subject to Section II, paragraph B of this contract.

VII. INTERLOCAL AGREEMENT

Inasmuch as the Receiving Agency and the Performing Agency are political subdivisions of this state, and inasmuch as the testing of water and wastewater are critical to the maintenance of public health and such testing is therefore, a governmental function and service, this contract is entered into pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

Receiving Agency:

Performing Agency:

CITY OF _____

TRINITY RIVER AUTHORITY OF TEXAS

BY: _____

BY: _____

TITLE: _____

GENERAL MANAGER

DATE: _____

DATE: _____

ATTEST: _____
(SEAL)

ATTEST: _____
(SEAL)

CHAIN-OF-CUSTODY PROCEDURES

Sample Collection and Shipment

1. To the maximum extent achievable, as few people as possible should handle a sample.
2. Stream and effluent samples should be obtained using standard field sampling techniques and preservation procedures.
3. Chain-of-Custody sheets should be attached to each sample at the time it is collected. Sample containers must be appropriate for requested testing with appropriate preservation and legibly labeled. The tag or sheet contains basically laboratory (requested parameters) information; however, certain identifying items including City, City Code, Contact Name and Phone Number, Type Sample Matrix, Material Sampled, and Method of Preservation must be completed by the field personnel collecting the sample.
In completing the Chain-of-Custody tag or sheet, care should be utilized to insure that all necessary information is correctly and legibly entered onto the form. A black ballpoint with water proof ink should be used at all times.
4. During shipment, samples should be appropriately cooled. TRA lab receiving technician will check temperature.

Transfer of Custody and Storage

1. All samples should be handled by the minimum possible number of persons.
2. All incoming samples shall be received by the laboratory technician or his alternate, and logged into a database. Information to be entered into the database shall include the client sample number, date received, source, time(s) sampled, date(s) sampled, and analyses requested and comments from the Chain of Custody.
3. Promptly after logging, the custodian technician will distribute the sample to an analyst or place the sample in the secure sample vault, which will be locked at all times except when samples are removed or returned by analysts. The sample will be tracked internally in the lab.
4. Samples shall be kept in the sample storage security area at all times when not actually being used by analysts, such as during overnight absences. The technician shall ensure that heat-sensitive samples, or other sample materials having unusual physical characteristics, or requiring special handling, are properly stored and maintained.
5. A log of sample removal and replacement will be kept in the secure sample vault and be retained as a permanent record of the laboratory.
6. The original Chain of Custody and a Sample Evaluation/Variance record shall be sent by the laboratory to the appropriate Receiving Agency control point as part of the final data report.

TECHNICAL SERVICES FEE SCHEDULE
FOR
LABORATORY ANALYSES,
INDUSTRIAL INSPECTIONS
AND
INDUSTRIAL SAMPLING

FISCAL YEAR 2013

December 1, 2012 through November 30, 2013

NELAP CERTIFICATE T104704287-10-TX

CHEMICAL ANALYSES

Liquid Samples

Alkalinity:		Phosphorus:	
Total (*) (**)	\$10.75	Ortho (*)	\$12.00
		Total (*)	\$21.00
		Solids (Gravimetric):	
Biochemical Oxygen Demand:		Total (TS)	\$13.00
5-Day (*)	\$27.00	Total Dissolved (TDS) (*)	\$19.00
5-Day Carbonaceous (*)	\$28.00	Total Suspended (TSS) (*)	\$17.50
5-Day Filtered (Dissolved)	\$35.00	Volatile Suspended (VSS) (*)	\$ 9.00
		(after TSS)	
		Percent Solids, Total and Volatile	\$13.45
7-Day	\$32.00		
Extra Dilution (Each)	\$ 2.50	Sulfate (*)	\$12.00
Chlorophyll "a"	\$17.50		
Chlorophyll "a" and Pheophytin	\$22.70	Turbidity (*) (**)	\$10.00
Chemical Oxygen Demand (*)	\$15.25	UV254	\$20.00
Chloride (*)	\$12.00		
Conductance, Specific (*) (**)	\$ 9.00	Mercury (*) (**)	\$22.25
Cyanide		Metals (EPA 200.8) (*) (**) (***)	\$12.00 each
Total (*)	\$37.80	Aluminum	
Amenable to Chlorination) (*)	\$50.00	Lead	
Fluoride, Total (**)	\$12.00	Arsenic	Manganese
Glycols	\$13.50	Antimony	Molybdenum
Hardness (*) (**)	\$15.25	Barium	Nickel
		Beryllium	Selenium
		Boron	Silver
		Cadmium	Thallium
Nitrogen:		Chromium	Tin
Ammonia (*)	\$12.80	Cobalt	Vanadium
Ammonia by Distillation (*)	\$21.50	Copper	Zinc
Kjeldahl, Total (*)	\$23.50	Iron	
Nitrate (*)	\$12.00		
Nitrite (*)	\$12.00	Minerals (*)	\$12.00 each
Total	\$35.50	Calcium	
Oil and Grease (*)	\$50.50	Magnesium	
Organic Carbon:		Potassium (***)	
Dissolved	\$19.00	Silica	
Total (*) (**)	\$17.00	Sodium	
pH (*)	\$10.00		

Solid Samples

Ammonia (***)	\$29.80
Chemical Oxygen Demand	\$36.50
Nitrogen, Kjeldahl, Total	\$28.00
Phosphorus, Total (***)	\$25.00
pH (***)	\$13.00
Mercury (***)	\$53.50
Metals Preparation	\$29.25

NELAC Accreditation
 *Non-Potable Water
 **Drinking Water
 *** Solids

MICROBIOLOGICAL ANALYSES

Drinking Water:

Total Coliform (MMO/MUG) (**)	\$ 13.75
Heterotrophic Plate Count	\$ 15.75

Other:

Coliform, Fecal (Membrane Filter) (*)	\$ 15.25
Coliform, Fecal (MPN) (***)	\$ 45.00
Coliform, Total (MPN-Q Tray)	\$ 16.50
E. Coli (MPN-Q Tray) (*)	\$ 16.50
Streptococcus, Fecal (Membrane Filter) (*)	\$ 16.00
Heterotrophic Plate Count	\$ 15.75
Microscopic General Examination	\$ 19.80

TRACE ORGANIC (GC-GC/MS) ANALYSES

EPA 624 (*)

14 Day (preserved)	\$120.00
3 Day (unpreserved)	\$180.00
BTEX (only)	\$105.00
Trip Blanks	\$ 55.00

EPA 625(*)

Total Semi-Volatiles	\$200.00
	\$ 95.00
Semi-volatile Trip Blank	\$175.00

EPA 525

Atrazine	\$150.00
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Pesticides/PCB

Extraction/Preparation

Liquids	\$87.00
Solids	\$40.00

EPA 608 (*)

Full List	\$ 95.00
Chlorinated Pesticides (only)	\$ 85.50
PCB (aqueous&solid)	\$ 95.00

EPA 8141

Diazinon	\$ 85.00
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EPA 8082

Polychlorinated Biphenyls (PCB)	\$ 95.00
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BY QUOTE

Chromium Hexavalent
Oil and Grease (solids)
Organophosphate Pesticide
Phenols
TCLP Metals
TCLP Organic Compounds
Total Petroleum Hydrocarbons (solids and liquids)

TOXICITY TESTING

Chronic, <u>C. dubia</u> (3 Brood) (*)	\$650.00
Chronic, <u>P. promelas</u> (Fathead Minnow – 7 Day) (*)	\$675.00
24 hr. Acute <u>C. dubia</u> (*)	\$200.00
24 hr. Acute <u>P. promelas</u> (Fathead Minnow) (*)	\$200.00
48 hr. Acute <u>C. dubia</u>	\$250.00
48 hr. Acute <u>P. promelas</u> (Fathead Minnow)	\$250.00

NELAC Accreditation
*Non-Potable Water
**Drinking Water
*** Solids

INDUSTRIAL PRETREATMENT SERVICES

SAMPLING

Composite Sample	\$ 115.00
Additional Composite Sample	\$ 40.00
Grab Sample	\$ 48.00
Additional Grab Sample	\$ 11.00
Field pH	\$ 6.50
Field Measurement	\$ 11.00
Field Surveillance Event	\$ 260.00
pH or DO only	\$ 53.00
Sampling Event Cost for a Failed Sample	\$ 58.00
Industry Split Sample	\$ 20.00
Boat Fee	\$ 40.00
QA/QC Fee	\$ 10.00

- ~Grab Sampling
- ~Delivery to TRA Laboratory
- ~Field Testing Available
- ~Sample Preservation
- ~Proper Chain of Custody

INSPECTION

On-Site	\$ 120.00
On site unpermitted	\$ 100.00
Permit Preparation (New)	\$ 170.00
Permit Renewal	\$ 105.00

- ~Installation of Automatic Composite Samplers
- ~Verification of Application Data
- ~Consultation with Industries on Industrial Pretreatment
- ~Chemical Inventory Review
- ~Industry Split Sampling

NELAC Accreditation
*Non-Potable Water
**Drinking Water
*** Solids

GENERAL SERVICE INFORMATION

1. Effective Date: December 1, 2012. All prices listed are per sample and subject to review.
2. All analyses are performed in accordance with "Standard Methods for the Examination of Water and Wastewater," 20th Edition, 1998 or most recent approved and/or EPA "Manual of Methods for Chemical Analysis of Water and Wastes," 1983 and the "3rd Edition of Solid Waste Manual SW 846."
3. Prices include a 10 percent charge added to the analyses cost to maintain the normal quality assurance program.
4. Standard turn-around time is considered 15 business days for most testing. Priority is half of the standard time. Customer requiring PRIORITY turn-around time will be billed at one and one-half (1 ½) times the routine rate. Customer requiring RUSH turn-around time will be billed at two times the normal rate. It is recommended to call in advance of sample submission or inquire at the time of submission for estimated turn-around time.
5. The Laboratory will follow instructions as stated on the Chain-of-Custody submitted with samples. The Customer may be contacted by the lab representative on any variance issues and written instruction may be requested concerning the variance.
6. For EPA624 VOC 3 day analysis, do not lower the pH of the sample.
7. Sampling supplies will be provided upon request at a reasonable charge. Bacteriological sampling supplies are included in the cost of analyses.
8. Samples should be delivered to the laboratory before 4:00 p.m. on weekdays. Samples cannot be accepted on weekends or holidays unless special arrangements are made in advance. Bacteriological samples should be delivered prior to 2:00 p.m. unless special arrangements are made in advance. For after-hour samples, please call and arrange for leaving in cold storage vault with analyses request form.
9. A monthly invoice for completed analyses is mailed the following month.
10. Laboratory hours are weekdays 7:00 a.m. to 4:30 p.m. To contact the lab about emergency samples use the number below.
11. Environmental Field, Engineering Field and Pretreatment Services office hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. For after-hour emergencies, leave message with computer operator.
12. Environmental Field and Engineering Field Services are requested to be scheduled a minimum of 72 hours in advance.
13. Laboratory Certificate Number T104704287-10-2.

FOR MORE INFORMATION, CONTACT:

METRO: (972) 263-2251

FAX: (972) 975- 4414

WILLIAM B. CYRUS

**Manager
Technical Services**

**CRAIG HARVEY
Laboratory Division
Chief**

**JENNIFER MOORE
Pretreatment
Coordinator**

**JOHN HERNDON
Technical Services Engineer**

**CATHY SIEGER
Quality Assurance
Coordinator**

NELAC Accreditation
*Non-Potable Water
**Drinking Water
*** Solids

Council Agenda Item: # R 2g

AGENDA CAPTION:

Approval of an annual contract for Fiscal Year 2012-2013 with Dallas County Health & Human Services (DCHHS) for the Town of Addison to participate in a portion of the cost of providing selected health services at reduced prices to Addison residents

FINANCIAL IMPACT:

The expected cost of this item is \$2,500. It is funded within the FY 2013 Development Services budget.

BACKGROUND:

Being that the Town of Addison does not offer public health services in-house (i.e. immunizations, tuberculosis screening, etc.), we enter into an annual contract with DCHHS to make available and defray some of the costs of certain health services for less fortunate residents. Historically, contract costs for participating municipalities have been directly linked to the number and types of services accessed by citizens of those communities during previous fiscal years. More recently, DCHHS has adopted a "fair share" philosophy regarding assessments causing our fiscal obligation to be identical to last year. Contract language also remains unchanged.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

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

ATTACHMENTS:

Description:

- 📎 [Cover letter from Dallas County HHS](#)
- 📎 [Dallas County Health Services Contract](#)
- 📎 [Dallas County Health Services Exhibits](#)

Type:

Cover Memo
Cover Memo
Cover Memo



**DALLAS COUNTY
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION**

ZACHARY S. THOMPSON, M.A.
DIRECTOR

June 26, 2012

Honorable Todd Meier
Mayor of the Town of Addison
P.O. Box 9010
Addison, TX 75001

Dear Mayor Meier:

Enclosed please find the **FY'13** contract for **Health Services** between your town and the Dallas County Department of Health and Human Services. The contract cost is based on the FY'12 contract amount.

Please present this contract to your town council for their approval and return all signed copies to Dallas County Department of Health and Human Services. If our services are required in presenting the agreement to your council, we will be more than happy to assist you. Also enclosed is a copy of the **FY'13 Exhibits A, B, C, and D**. If you would like to receive an electronic version of the FY'13 contract for Health Services, please email Pamela Dorrough at pdorrough@dallascounty.org. Thank you for your continued support for quality health care for the citizens of Dallas County.

Should you have any questions, please feel free to contact Denise Cherry at (214) 819-2104.

Sincerely,

A handwritten signature in black ink that reads "Zachary Thompson".

Zachary Thompson
Director

enclosures

cc: Denise Cherry, Program Monitor

THE STATE OF TEXAS § **INTERLCOAL AGREEMENT FOR**
 § **COORDINATED HEALTH SERVICES**
 § **BETWEEN DALLAS COUNTY, TEXAS, ON**
 § **BEHALF OF DALLAS COUNTY HEALTH AND**
 § **HUMAN SERVICES, AND THE TOWN OF**
COUNTY OF DALLAS § **ADDISON, TEXAS**

1. PARTIES

Whereas, Dallas County (“County”) has offered to provide certain health services to the various cities throughout Dallas County on a contract for services basis; and

Whereas, the Town of Addison, Texas (“Town”) desires to participate with County in establishing coordinated health services for Town and County; and

Whereas, County will operate certain health services for the residents of Town in order to promote the effectiveness of local public health services and goals (“Program”); and

Whereas, the cooperative effort will allow cities located within Dallas County to participate in providing public health services for their residents; and

Whereas, such cooperative effort serves and furthers the public purpose and benefits the citizens of County as a whole.

Now therefore, County, on behalf of Dallas County Health and Human Services (“DCHHS”), enters into this Interlocal Agreement (“Agreement”) with Town, pursuant to the authorities of the Texas Health and Safety Code Chapter 121, the Texas Government Code Chapter 791, and other applicable laws for health services to Town.

2. HEALTH SERVICES TO BE PERFORMED

- A. County agrees to operate the Program, which will include the following health services:
- 1) Tuberculosis Control Services: providing preventive, diagnostic treatment, and epidemiological services;
 - 2) Sexually Transmitted Disease Control Services: consisting of education to motivate people to use preventive measures and to seek early treatment, prophylaxis, epidemiological investigation, and counseling in accordance with County policy;
 - 3) Communicable Disease Control Services: providing information concerning immunization and communicable diseases and coordinating with the Texas Department of State Health Services (“DSHS”) in monitoring communicable diseases;
 - 4) Laboratory Services: performing chemical, biological, and bacteriological analysis

and tests on which are based diagnosis of disease, effectiveness of treatment, the quality of the environment, the safety of substance for human consumption, and the control of communicable disease.

B. County agrees to provide to Town, in accordance with state and federal law, the following public health services:

- 1) Immunizations;
- 2) Child health care;
- 3) High risk infant case management; and
- 4) Home visits.

County also agrees to work with Town in order to decentralize clinics and to plan and provide for desired services by Town; however, any other services that Town requires, in addition to the above mentioned services, may result in additional fees to Town.

C. County agrees to charge a sliding fee based on ability to pay to all residents of every municipality, including Town, in Dallas County. The fees charged by County for the services listed in Section 2A of this Agreement will be used to offset the Town's Program costs for the next Agreement Term. A schedule of fees to be charged by County is set out in Exhibit A, attached, and incorporated herein by reference for all purposes.

D. County agrees that the level of service provided in the Program for Town will not be diminished below the level of service provided to Town for the same services in the prior Agreement Term except as indicated in Section 2E of this Agreement. For purposes of Section 2E, level of service is measured by the number of patient visits and number of specimens examined. County will submit to Town a monthly statement, which will also include the number of patient visits and number of specimens examined during the preceding month.

E. The possibility exists of reductions in state and federal funding to the Program that could result in curtailment of services if not subsidized at the local level. County will notify Town in writing of any amount of reduction, and any extent to which services will be curtailed as a result. The notice will also include an amount that Town may elect to pay to maintain the original level of services. Town will notify County in writing no later than fourteen (14) calendar days after the date of Town's receipt of the notice of funding reduction as to Town's decision to pay the requested amount or to accept the curtailment of service. If Town elects to pay the requested amount, payment is due no later than forty-five (45) calendar days after the date of the notice of funding reduction.

3. BUDGET

A. County agrees to submit to Town by July 31st of each year a proposed budget describing the proposed level of services for the next Agreement Term;

- B. For the Term of this Agreement County agrees to provide the services listed in Section 2 of this Agreement at the level of services and for the amount stated in Exhibit D, which is attached and incorporated herein by reference for all purposes;
- C. Payment. Town shall pay County the following amount, as stated in Exhibit D, Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00), which is the agreed upon amount for Town's share of the total cost of the Program less federal and state funding.
- D. In lieu of paying the actual dollar amount stated in this Agreement, Town has the option, to the extent authorized by law, ordinances or policy, of making a request to negotiate for in-kind services that are equal in value to the total amount.
- E. This Agreement is contingent upon Town's appropriation of funds, or ability to perform in-kind services as described in Section 3D of this Agreement, for the services set forth herein. In the event Town fails to appropriate such funds, or provide in-kind services, County shall not incur any obligations under this Agreement.

4. ASSURANCES

- A. County shall operate and supervise the Program.
- B. Nothing in this Agreement shall be construed to restrict the authority of Town over its health programs or environmental health programs or to limit the operations or services of those programs.
- C. Town agrees to provide to County or assist County in procuring adequate facilities to be used for the services under this Agreement. These facilities must have adequate space, waiting areas, heating, air conditioning, lighting, and telephones. None of the costs and maintenance expenses associated with these facilities shall be the responsibility of County and County shall not be liable to Town or any third party for the condition of the facilities, including any premises defects.
- D. Town and County agree that other cities/towns/municipalities may join the Program by entering into an agreement with County that contains the same basic terms and conditions as this Agreement.
- E. Each party paying for the performance of governmental functions or services under this Agreement must make those payments from current revenues available to the paying party.

5. FINANCING OF SERVICES

- A. The health services provided under this Agreement will be financed as follows:
 - 1) Town and County will make available to the Program all appropriate federal and state funds, personnel, and equipment to provide the health services included under this Agreement and will use best efforts to cause these funds and resources to continue to

increase.

- 2) Town shall pay to County, or provide in-kind services, its share of budgeted costs that are in excess of the federal and state funding for providing the health services under this Agreement. Budgeted costs shall not exceed those reflected in Exhibits B, C and D for the appropriate Agreement Term.
- B. Town has elected to pay to County a lump sum payment for the Term the amount stated in Exhibit D.
 - C. Any payment not made within thirty (30) calendar days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.
 - D. Town and County agree that no more than ten percent (10%) of the Town's cost of participating in the Program will be used for administration of the Program.

6. TERM

The Term of this Agreement shall be effective from October 1, 2012 through September 30, 2013, unless otherwise stated in this Agreement.

7. TERMINATION

- A. Without Cause: This Agreement may be terminated in writing, without cause, by either party upon thirty (30) calendar days prior written notice to the other party.
- B. With Cause: Either party may terminate the Agreement immediately, in whole or in part, at its sole discretion, by written notice to the other party, for the following reasons:
 - 1) Lack of, or reduction in, funding or resources;
 - 2) Non-performance;
 - 3) The improper, misuse or inept use of funds or resources directly related to this Agreement;
 - 4) The submission of data, statements and/or reports that is incorrect, incomplete and/or false in any way.
- C. In the event of any such termination, County shall refund to Town a pro-ratable portion of Town's lump sum payment made to County hereunder in accordance with the following formula: Amount of Town's Payment x Number of Months Remaining in Fiscal Year (excluding the month of termination) ÷ 12.

8. RESPONSIBILITY

County and Town agree that each shall be responsible for its own negligent acts or omissions

or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to County or Town or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

9. INSURANCE

Town and County agree that they will, at all times during the Term of this Agreement, maintain in full force and effect insurance or self-insurance to the extent permitted by applicable laws. Town and County will be responsible for their respective costs of such insurance, any and all deductible amounts in any policy and any denials of coverage made by their respective insurers.

10. ACCESS TO RECORDS RELEVANT TO PROGRAM

Town and County agree to provide to the other upon request, copies of the books and records relating to the Program. Town and County further agree to give Town and County health officials access to all Program activities. Both Town and County agree to adhere to all applicable confidentiality provisions, including those relating to Human Immunodeficiency Virus (HIV) and Sexually Transmitted Disease (STD) information, as mandated by federal and State law, as well as by DSHS.

11. NOTICE

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person by a reputable courier service or mailed by Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given, if by courier, at the time of delivery, or if by mail, three (3) business days subsequent to the deposit of the notice in the United States mail in accordance herewith. The names and addresses of the parties' hereto to whom notice is to be sent are as follows:

Zachary Thompson, Director
Dallas County Health & Human Services
2377 N. Stemmons Freeway, LB 12
Dallas, TX 75207-2710

Chris Terry, Town Secretary
Town of Addison
PO. Box 9010
Addison, TX 75001-9010
(972) 450-2881

12. IMMUNITY

This Agreement is expressly made subject to County's and Town's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that Town or County has by operation of law or otherwise. Nothing in this Agreement is intended to benefit any third party beneficiary.

13. COMPLIANCE WITH LAWS AND VENUE

In providing services required by this Agreement, Town and County must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and exclusive venue shall lie in Dallas County, Texas.

14. AMENDMENTS AND CHANGES IN THE LAW

No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

15. ENTIRE AGREEMENT

This Agreement, including all Exhibits and attachments, constitutes the entire agreement between the parties hereto and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written.

16. BINDING EFFECT

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

17. GOVERNMENT FUNDED PROJECT

If this Agreement is funded in part by either the State of Texas or the federal government, County and Town agree to timely comply without additional cost or expense to the other party, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision or other State or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Agreement.

18. DEFAULT/ CUMULATIVE RIGHTS/ MITIGATION

In the event of a default by either party, it is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Both parties have a duty to mitigate damages.

19. FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained herein, the obligations of County and Town under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the Term of the Agreement and any extensions thereto. Town and County shall have no right of action against the other party in the event the other party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future Agreement Terms. In the event that County or Town is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, each party, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to the other party at the earliest possible time.

20. COUNTERPARTS, NUMBER, GENDER AND HEADINGS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

21. PREVENTION OF FRAUD AND ABUSE

Town and County shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or program abuse involving County or Town's employees or agents shall be reported immediately for appropriate action. Moreover, Town and County warrant to be not listed on a local, county, State or federal consolidated list of debarred, suspended and ineligible contractors and grantees. Town and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. Each party shall, upon notice by the other party, refund their respective expenditures that are contrary to this Agreement.

22. AGENCY / INDEPENDENT CONTRACTOR

County and Town agree that the terms and conditions of this Agreement do not constitute the creation of a separate legal entity or the creation of legal responsibilities of either party other than under the terms of this Agreement. County and Town are and shall be acting as independent contractors under this Agreement; accordingly, nothing contained in this Agreement shall be construed as establishing a master/servant, employer/employee, partnership, joint venture, or joint enterprise relationship between County and Town. Town and County are responsible for their own acts, forbearance, negligence and deeds, and for those of their respective officials, agents or employees in conjunction with the performance of work covered under this Agreement.

23. SEVERABILITY

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

24. SIGNATORY WARRANTY

Each person signing and executing this Agreement does hereby warrant and represent that such person has been duly authorized to execute this Agreement on behalf of Town or County, as the case may be.

DALLAS COUNTY (COUNTY):

TOWN OF ADDISON (TOWN):

By: Clay Lewis Jenkins
Dallas County Judge

By: _____
Town Manager/Mayor

DATE: _____

DATE: _____

Recommended:

Attested:

By: Zachary Thompson
Director, DCHHS

By: Chris Terry
Town Secretary

Approved as to Form*:
CRAIG WATKINS
DALLAS COUNTY

Approved as to Form:

By: Melanie Barton
Assistant District Attorney

By: _____
Town Attorney

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

FY 2013 FEE SCHEDULE

SEXUALLY TRANSMITTED

Treatment	\$20 - \$45 (Sliding Scale)
Blood Drawing	\$5
Cryotherapy	\$15
Chemical Lesion Reduction	\$45
Medical Records Copies	\$5 each

TUBERCULOSIS

TB Testing-Level I (Office Visit)	\$30
TB Testing-Level II (QuantiFeron)	\$50
Chest X-Ray Copies	\$5

LABORATORY

Wet Prep	\$6 each
Gram Stain	\$6 each
GC Culture	\$14 each
RPR	\$11 each
GEN Probe GC Screen	\$47 each
GEN Probe CT Screen	\$47 each
HIV Test	\$15 each
HIV Test - Rapid	\$20 each
Salmonella/Shigella	\$16 each
TB Culture & Concentration	\$25 each
TB Identification	\$15 each
TB Susceptibility	\$31 each
TB Acid Fast Stain	\$ 8 each

NURSING SERVICE

Hepatitis A Havrix*	\$50/Injection
Hepatitis B Vaccine*	\$55/Injection
Twinrix	\$65/Injection
Rabies (PE)	\$220/Injection
IPV	\$45/Injection
Pneumococcal*	\$85/Injection
Adacel (Pertusis)	\$55/injection
HIB	\$45/injection
Japanese Encephalitis	\$120/Injection
Meningococcal (Menomune)	\$135/Injection
Typhoid (Polysaccharide)	\$65/Injection
Typhoid (Oral)	\$50/box
Varivax*	\$110/Injection
Yellow Fever Vaccine	\$105/Injection
Boostrix Vaccine	\$50/Injection
Influenza Vaccine*	\$20/Injection
MMR*	\$75/Injection
Rabies Administrative Fee/ Serves State Vaccine	\$25
Foreign Travel Office Visit Fee	\$25

ENVIRONMENTAL HEALTH

Septic Tank Inspection	\$310/Commercial/Business \$260/Residential
Septic Tank Re-inspection	\$35/Residential \$85/Commercial
Food Establishment Inspection	\$150/yr./establishment
Half-Way Houses & Boarding Homes, Residential	\$75/plus \$25 for each additional unit on site
Mosquito Spraying for Non- contracting cities	\$185/ per hour
Water Sample	\$50
Mosquito Testing	\$35
Food Mgr. Cert. Program	\$100/per person
Food Mgr. Cert. Retesting	\$50/per person

Note: 1) # Indicates \$10 charge for State fee

CRIMINAL TESTING

Blood Draws	\$38
Buccal Swabs	\$38

Comprehensive TB Testing & Evaluation (Incl. Chest X-ray)	\$80
--	------

MTD Testing for TB	\$40/ each
Pregnancy Test	\$20 each
Urinalysis	\$15 each
Dark Field	\$16 each
Chancroid Culture	\$10 each
Herpes Culture	\$38 each
Herpes Type 1 & 2 Serology	\$50 each
Group A Strep	\$14 each
<i>Urine Screen:</i>	
Neisseria Gonorrhoeae	\$47 each
Chlamydia Trachomatis	\$47 each
Lead Screen	\$10 each
Staphylococcus/Aureus Culture	\$17 each

TD*	\$40/Injection
Meningococcal (MCV4)*	\$125/Injection
Zostavax (Shingles)*	\$215.00/Injection
Gardasil (HPV)*	\$175.00/Injection

<i>Communicable Disease Program:</i>	
Hepatitis C Screening	\$35/Test

<i>Immunization/VFC Program:</i>	
DPT,DT,Hib,	\$5/Per child
Well Baby	\$5/Visit
Diabetic Testing	\$5/Test

<i>Records:</i>	
Immunization Record	\$5 each
Foreign Travel Yellow Card	\$5 each

*Note: Vaccines marked with an asterisks are part of the Adult Safety Net Program (ASNP). Clients eligible to receive services through the ASNP will be charged a fee of \$10/shot.

Day Care Center Inspections	\$2/per authorized child
Temporary Food Permit	\$75/plus \$10 per day
Funeral Home Inspection	\$200
FHA, VA, Conventional Loans	\$125/Licensed \$150/Unlicensed
Annual Group Home Inspection	\$50
Food Handler Class	\$15/per person
Sub-division Plat Approval	\$200/Residential \$150/Commercial
Animal Control/Quarantine	\$7/per day
Animal Control/Vicious Animal	\$12/per day
Food Manager Re-certification	\$50/Test
W/Multiple Test Sites	

January, 2011 thru December, 2011

<i>Municipality</i>	<i>Tuberculosis</i>	<i>Sexually Transmitted Diseases</i>	<i>Laboratory</i>	<i>Communicable Disease</i>
<i>Addison</i>	202	63	258	218
<i>Balch Springs</i>	557	164	1113	205
<i>Carrollton</i>	1178	289	2497	638
<i>Cedar Hill</i>	965	311	429	257
<i>Cockrell Hill</i>	208	0	6	46
<i>Coppell</i>	291	26	91	321
<i>Dallas</i>	37204	14535	71653	42323
<i>Desoto</i>	1270	398	636	270
<i>Duncanville</i>	758	323	1594	498
<i>Farmers Branch</i>	347	94	716	163
<i>Garland</i>	4984	962	8447	778
<i>Glenn Heights</i>	98	78	177	62
<i>Grand Prairie</i>	1539	513	2476	1131
<i>Highland Park</i>	0	0	0	79
<i>Hutchins</i>	40	52	265	16
<i>Irving</i>	4996	1157	7329	1744
<i>Lancaster</i>	348	492	1007	775
<i>Mesquite</i>	1648	870	3581	1329
<i>Richardson</i>	878	212	1232	734
<i>Rowlett</i>	558	49	336	123
<i>Sachse</i>	56	10	83	123
<i>Seagoville</i>	557	86	486	138
<i>Sunnyvale</i>	10	10	1	46
<i>University Park</i>	0	0	0	36
<i>Wilmer</i>	27	35	277	11
<i>Out of County</i>	2042	2075	182966	9403
Total	60761	22804	287656	61467

EXHIBIT C

DALLAS COUNTY HEALTH & HUMAN SERVICES
FY '13

Municipality	TB Clinic	STD Clinic	Public Health Lab	Communicable		FY '10 Contract Total
				Disease Control	Control	
Addison	3,403	4,076	1,835	2,767	2,500	2,500
Balch Springs	11,055	13,985	5,695	1,990	9,377	9,377
Carrollton	21,608	16,304	12,167	4,320	23,823	23,823
Cedar Hill	15,566	27,337	2,216	2,515	2,498	2,498
Cockrell Hill	5,277	0	90	281	2,301	2,301
Coppell	8,495	2,741	321	2,574	3,131	3,131
Dallas	912,235	1,019,755	388,038	337,206	1,754,252	1,754,252
Desoto	11,477	32,326	2,873	4,083	17,620	17,620
Duncanville	20,210	17,709	5,294	3,721	11,273	11,273
Farmers Branch	7,836	4,357	4,592	2,552	6,856	6,856
Garland	144,265	61,561	46,173	8,714	80,156	80,156
Glenn Heights	2,929	5,200	837	252	574	574
Grand Prairie	56,777	38,440	16,679	10,815	38,854	38,854
Highland Park	0	70	0	459	132	132
Hutchins	1,609	2,670	1,033	518	3,149	3,149
Irving	122,472	76,178	40,207	12,627	81,906	81,906
Lancaster	13,904	39,494	6,116	4,771	12,106	12,106
Mesquite	51,026	54,955	19,572	10,186	31,608	31,608
Richardson	13,904	14,687	6,793	28,502	23,756	23,756
Rowlett	18,811	4,498	1,960	2,685	4,925	4,925
Sachse	5,725	773	256	829	362	362
Seagoville	3,984	5,271	2,637	621	6,440	6,440
Sunnyvale	528	141	10	318	99	99
University Park	79	0	0	1,050	48	48
Wilmer	1,583	4,919	2,818	74	2,597	2,597
Out of County	33,085	128,954	819,025	50,502	77,142	77,142
	\$1,487,844	\$1,576,401	\$1,387,238	\$494,934	\$2,197,485	\$2,197,485

FY'13 CONTRACT COSTS

MUNICIPALITIES	CONTRACT COST
ADDISON	\$2,500
BALCH SPRINGS	\$9,377
CARROLLTON	\$23,823
CEDAR HILL	\$2,498
COCKRELL HILL	\$2,301
COPPELL	\$3,131
* DALLAS	\$1,754,252
* DESOTO	\$17,620
* DUNCANVILLE	\$11,273
FARMERS BRANCH	\$6,856
* GARLAND	\$80,156
GLENN HEIGHTS	\$574
GRAND PRAIRIE	\$38,854
HIGHLAND PARK	\$132
HUTCHINS	\$3,149
IRVING	\$81,906
LANCASTER	\$12,106
* MESQUITE	\$31,608
* RICHARDSON	\$23,756
* ROWLETT	\$4,925
SACHSE	\$362
* SEAGOVILLE	\$6,440
SUNNYVALE	\$99
UNIVERSITY PARK	\$48
* WILMER	\$2,597
* UNINCORPORATED	\$77,142
TOTAL	\$2,197,485

Council Agenda Item: # R 2h

AGENDA CAPTION:

Approval authorizing the City Manager to enter into an interlocal agreement with Dallas County in an amount not to exceed \$10,000 for the disposal of Household Hazardouse Waste.

FINANCIAL IMPACT:

This item is budgeted in the FY2013 streets operations budget.

BACKGROUND:

This item would continue our current partnership with Dallas County to properly dispose of Household Hazardous Waste (HHW). The Town provides curbside collection of HHW for single family customers and disposes of that waste through the Dallas County Home Chemical Collection Center. Multi-family customers drop HHW off directly at the Collection Center for disposal.

RECOMMENDATION:

Staff recommends approval

COUNCIL GOALS:

Take actions to make Addison a leader in sustainable development and operations that protect and enhance the Town's quality of life

ATTACHMENTS:

Description:

 [Interlocal Agreement](#)

Type:

Backup Material

STATE OF TEXAS)
COUNTY OF DALLAS)

AGREEMENT BETWEEN TOWN OF ADDISON AND DALLAS COUNTY

WHEREAS, the Town of Addison, Texas, (the “City”) and the County of Dallas, Texas, (the “County”) wish to enter into an agreement (the “Agreement”) to join the Household Hazardous Waste Network (the “HHW Network”) to coordinate the planning and implementation of a hazardous waste collection program from October 1, 2012, through September 30, 2013, with options to renew for four additional one-year terms; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, provides authorization for local governments to enter into contracts with other local governments and state agencies; and

WHEREAS, the Dallas County Commissioners Court adopted Court Order Number 94-751 establishing the HHW Network to coordinate the planning and implementation of a HHW collection program; and

WHEREAS, the HHW Network has successfully served the residents of the participating cities since its inception in 1994 and is prepared to continue its services;

NOW, THEREFORE, THIS AGREEMENT is hereby made and entered into by the City and the County upon mutual consideration stated herein:

PURPOSE:

It is the desire of the City to voluntarily join with the County and other interested jurisdictions, to participate in a HHW collection program as a continuation of the 1994-2012 program. The terms and conditions set forth within this agreement provide the cooperative framework for the City and the County to undertake a variety of activities necessary to coordinate the planning and implementation of a HHW collection program and to provide public education aimed at decreasing the generation of HHW.

GENERAL CONDITIONS:

The specific Scope of Services (see Exhibit A2013) has been reviewed and approved by the HHW Network. Any and all changes having a financial impact must be

approved in advance by a mutually executed letter of agreement between the City and the County. Each letter of agreement, upon full execution, will become an addendum to this agreement.

WITNESSETH:

I. TERM

The Term of this Agreement will begin on the date executed below and continue until September 30, 2013. This Agreement may be extended annually for four (4) additional one-year terms, upon mutual written agreement by all parties.

II. NOTICE

Any notice, demand, or request related to this Agreement must be in writing and sent by U.S. Certified or Registered Mail to the designated contact at the address below. A notice, demand, or request will be considered received by the addressee three (3) business days after the date the notice, demand, or request was sent by U.S. Certified or Registered Mail to the contact at the address below.

Dallas County Contact
Sandy Cook
HHW Program Manager
Dallas County
11234 Plano Road
Dallas, TX 75243
PHONE: (214) 553-1765
FAX: (214) 553-5007

City Contact (Name, Title, Address, Phone, Fax)

III. COUNTY RESPONSIBILITIES

During the term of the agreement, the County agrees to the following provisions:

1. To provide HHW project management, HHW disposal contract negotiations and signatory, a HHW Mobile Unit, HHW public education, assistance with advertisement of HHW collections, all as per funding scheduled and provided by the participating cities, grants, and contributions.
2. To enter into an agreement with disposal vendor(s) to provide household hazardous waste services including a series of disposal events and disposal services at the County's fixed-site HHW collection locations. The City recognizes that compensation for vendors under such agreements will be

payable only to the extent that City funds are made available.

3. To provide two representatives on the HHW Network.
4. To provide, manage, operate, and maintain a site at 11232-11234 Plano Road in Dallas for exclusive use as a Home Chemical Collection Center.
5. To provide regular reports to the City regarding collection statistics taken from event surveys.

IV. CITY RESPONSIBILITIES

During the term of the agreement, the City will provide:

1. A sum not to exceed \$_____ for disposal, setup, operational, capital and transportation costs for HHW collection for residents of the City, during the period from October 1, 2012 through September 30, 2013.
 - a) Collection, setup, and disposal costs will be paid after-the-fact, based on actual usage by the city at events and at the collection center.
 - b) Operational and capital costs must be paid quarterly in advance.
 - c) In the event of early withdrawal, the operational and capital costs will not be pro-rated for partial quarter participation but will become immediately due and payable in full.
2. Evidence in appropriate form (City Council resolution, approved line item budget, letter from department head or other official authorized to encumber funds, etc.) that funding has been committed and will be available for obligations herein.
3. A request to the County in writing when the City wishes a collection event to be held within the city's jurisdiction and assistance in obtaining HHW collection site location(s), community support, volunteers, and volunteer amenities for the requested event.
4. Onsite representation at HHW collection(s) within its jurisdiction.
5. Notification to the County in writing at least sixty (60) days prior to withdrawal from the agreement by the City.
6. One representative and one alternate on the HHW Network to attend Network meetings and participate in the decision-making process.

The City acknowledges that the financial responsibility for vendor's disposal, set up, and transportation costs, based on actual usage by residents of the City, rests with the City. The City further acknowledges financial responsibility for a proportional share of the

program Operational and Capital Budgets, based on the City's percentage of total single-family households served and using single-family household projections from the North Central Texas Council of Governments. The Operational and Capital Budgets will be determined by the County and the HHW Network. No City will be obligated to incur expenses without their prior knowledge and approval.

V. HHW NETWORK RESPONSIBILITIES

Under the Bylaws of the HHW Network as included in Exhibit B2013, the HHW Network will:

1. Provide guidance and direction to the Program Manager in the selection of a HHW disposal contractor, in identifying and selecting waste disposal options, in advertising HHW collections, and in developing and implementing a HHW public awareness program.
2. Create a Finance Committee, composed of those HHW Network members that contribute funds, to make recommendations to the Network regarding expenditures of funds for the HHW Program.
3. Provide guidance and direction to the Program Manager in scheduling community HHW collection events. The HHW Network will attempt to honor all requests from member cities wishing to host a community HHW collection event. Should insufficient dates be available to accommodate all such requests, the number of events hosted by a single member City annually may be scheduled at a rate that is proportional to that City's share of single family households served.
4. Pay for all routine maintenance at the Home Chemical Collection Center and be responsible for capital additions necessitated by program operations.

VI. LIABILITY

To the extent allowed by law, and without creating a sinking fund, the County agrees to be responsible for any liability or damages the County may suffer as a result of claims, demands, costs or judgments against the County, including workers' compensation claims, arising out of the performance of the work and services under this agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) occurring during the performance of this agreement which are caused by the sole negligence of the County, its agents, officers and/or employees. To the extent allowed by law, and without creating a sinking fund, the City agrees to be responsible for any liability or damages the City may suffer as a result of claims, demands, costs or judgments against the City, including workers' compensation claims, arising out of the performance of the work and services under this agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any

person(s) occurring during the performance of this agreement which are caused by the sole negligence of the City, its agents, officers and/or employees.

County and City agree that any such liability or damages as stated above occurring during the performance of this agreement caused by the joint or comparative negligence of their employees, agents and officers will be determined in accordance with the comparative responsibility laws of the State of Texas.

This agreement is made solely for the benefit of the parties, and nothing herein will be construed as granting any rights or cause of action to any third party. This agreement is made subject to the County's and City's sovereign immunity, Title 5 of the Texas Civil Practice and Remedies Code and the Texas Tort Claims Act.

VII. RENEWAL, CANCELLATION AND AMENDMENTS

This agreement may be renewed on October 1 of each year for four additional one-year terms. Either party may withdraw from this agreement at any time without cause, provided that it has notified the other party in writing at least sixty (60) days prior to its intended withdrawal date. Amendments may be made to this Agreement only upon written approval by both parties.

Notwithstanding anything to the contrary herein, County's obligations contained in this Agreement and any extension hereto are expressly contingent upon the availability of funding for each item and obligation. Neither the State of Texas nor any City or any other person or entity will have any cause of action against the County of Dallas regarding this Agreement in the event that the County is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding from any source utilized to fund this Agreement or failure of any funding party, including the County, to budget or authorize funding for this Agreement during the current or future fiscal years. In the event of insufficient funding by County or any other funding source, or if funding for this Agreement is terminated, limited, suspended or withdrawn, or if funds become unavailable in whole or part, the County, at its sole discretion, will have the right, but not the obligation, to terminate County's obligations herein and withdraw from this Agreement with at least sixty (60) days prior written notice to the other Network parties. Nothing herein will prevent the County, in its sole discretion, from providing funding from a separate source.

VIII. PAYMENT

The City, once receiving an invoice from the County for services rendered (operational, disposal, capital, set up, and/or transportation costs), must provide payment within thirty (30) days to the County as per this agreement and any addendum(s) to this agreement. Cities which fail to pay within thirty (30) days will be charged a late fee of one percent (1%) of the invoice amount for each additional month or portion thereof. Disputes should be directed to the HHW Program Manager. Interest charges on disputed amounts

will be suspended until an accurate figure has been documented and re-submitted to the City by HHW staff. Upon written request from the City, invoices from the County must be accompanied by copies of all participant surveys and/or other backup documents relevant to the invoice. Payments required under this agreement must be in amounts that fairly compensate the performing party for the services or functions performed and shall be made from current revenues available to the paying party.

IX. AMENDMENTS AND CHANGES IN THE LAW:

No modification, amendment, innovation, renewal or other alteration of this Agreement will be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and will be effective on the date designated by said law. Provided, however, that if the change in federal or State law renders the basic purposes of this Agreement illegal, invalid or unenforceable then either party may, upon written notice to the other, terminate this agreement, and the parties agree to enter into good faith negotiations to replace this Agreement with an agreement as similar to the terms and conditions of this Agreement as legally permissible.

X. SEVERABILITY:

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

XI. SIGNATORY WARRANTY:

This agreement has been authorized by the City through a duly enacted resolution passed by the City Council. The person or persons signing and executing this Agreement on behalf of City, or representing themselves as signing and executing this Agreement on behalf of City, do hereby warrant and guarantee that he, she or they have been duly authorized by City to execute this Agreement on behalf of City and to validly and legally bind City to all terms, performances and provisions herein set forth.

XII. ENTIRE AGREEMENT:

This Agreement, including all exhibits and attachments, constitutes the entire agreement between the parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written.

XIII. BINDING EFFECT:

This Agreement and the respective rights and obligations of the parties hereto will inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

XIV. FEDERAL FUNDED PROJECT:

If Agreement is funded in part by either the State of Texas or federal government, the City agrees to timely comply without additional cost or expense to County, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision or other State or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Agreement. Provided, however, that if the change in federal or State law renders the basic purposes of this Agreement illegal, invalid or unenforceable, then either party may, upon written notice to the other, terminate this agreement, and the parties agree to enter into good faith negotiations to replace this Agreement with an agreement as similar to the terms and conditions of this Agreement as legally permissible.

XV. DEFAULT/CUMULATIVE RIGHTS/MITIGATION:

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. The City has a duty to mitigate damages.

XVI. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:

This Agreement may be executed in multiple counterparts, each of which will be considered an original, but all of which will constitute one and the same instrument. Words of any gender used in this Agreement will be held and construed to include any other gender, and any words in the singular will include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and will not be considered in any interpretation of this Agreement.

The County of Dallas, State of Texas, has executed this Agreement pursuant to Commissioners Court Order 2012-1223 passed on the 7th day of August, 2012.

COUNTY:

EXECUTED THIS _____ DAY OF _____, 2012.

BY: Clay Lewis Jenkins
County Judge
Dallas County, Texas

APPROVED AS TO FORM*:
Craig Watkins
District Attorney
Dallas County, Texas

RECOMMENDED BY:

BY: Rick Loessberg
Director
Planning and Development
Dallas County, Texas

BY: Ben Stool
Assistant District Attorney
Civil Division
Dallas County, Texas

*By law, the District Attorney's office may only advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal Perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

CITY:

Approved by the Town Council of the Town of Addison, Resolution Number _____, the _____ day of _____, 2012.

EXECUTED THIS _____ DAY OF _____, 2012.

PRINT NAME: _____

TITLE: _____

Scope of Services

Overview

For the term of this agreement, Dallas County proposes to operate a Household Hazardous Waste (HHW) disposal program on behalf of the participating cities of the Dallas Area Household Hazardous Waste Network (HHW Network). To accomplish this, the County will continue to use the HHW Network as multi-jurisdictional guidance to the HHW Program Manager in order to maintain an efficient and jurisdictionally sensitive collection program.

As the nucleus of a management structure, the County, through Interlocal Agreements with participating cities, will continue to direct and manage the planning, coordination, and implementation of the HHW Network and HHW collection program. The HHW Network will function as an advisory board and will consist of representatives from participating cities, environmental or other relevant citizen interest groups, Texas Cooperative Extension Service, and Dallas County. County staff will provide project governance and oversight.

Strategy

Each spring and fall, the HHW program will target a series of temporary collection sites throughout the participating area, as selected by participating cities in the HHW Network, for one-day community collection events. The participating cities will select the days of the events. The County will oversee the operation of a fixed-site HHW Collection Center for year-round access in addition to the aforementioned collection events. The County may provide transportation of materials between the Collection Center and city-owned satellite collection stations that are available to all participating cities as an adjunct to the Collection Center.

Each city will be able to participate in each of the one-day community collection events. Each event will be held on a different day, at a different location, as determined by the HHW Network. Residents of each participating city also can use the Collection Center on a year-round basis.

For all one-day community collection events, the HHW Program Manager and staff will coordinate scheduling, vendor services, equipment, supplies, advertising, and labor for onsite activities. The host city will provide for traffic control and site security, and will have an onsite City representative for the duration of any collection held within its jurisdiction. The host city will also assist in providing volunteers and volunteer amenities. The County will negotiate the disposal or diversion of HHW on behalf of the HHW Network participants, according to the criteria established by the HHW Network.

Dallas County will provide office space, a Home Chemical Collection Center site, project management, and a mobile unit. The HHW Program Manager and staff must be County employees, whose salaries and benefits are funded by the participating cities

and/or through grants. All disposal, set up, and transportation costs will be funded by the participating cities, based on participation rates. All operating costs, including personnel, facility and equipment maintenance, advertising, supplies, services, and other operational costs will be funded by the participating cities proportionally, based on the most current single-family population figures from the North Central Texas Council of Governments. Program enhancements and capital additions necessitated by program operations will be the responsibility of the HHW Network and funded by the participating cities and/or by grants. All satellite collection centers must be owned and staffed by the host city and available to residents of all HHW Network cities. All satellite station costs for operations, personnel, and facility maintenance will be funded by the host city. Vehicles and supplies for handling and packing will be provided by the HHW Network through funding for the HHW Program.

All overhead for the Household Hazardous Waste Program and Home Chemical Collection Center will be funded through the HHW Network operating and capital budgets. Each participating city must provide the County with funds to cover its collection, disposal, transportation and setup costs within thirty (30) days of receiving an invoice from the County.

Operational and capital costs will be paid quarterly in advance. The city will pay a percent of the operational and capital costs equivalent to its percent of the total of single-family households in all participating cities. Single-family household totals will be acquired from statistics published by the North Central Texas Council of Governments. Collection center disposal costs will be billed to the city at the end of each billing period, according to the number of residents participating during the billing period. Satellite station disposal costs will be billed to the city at the end of each billing period, applying the Collection Center billing rate to the number of residents using the Satellite. Collection event costs, including setup, disposal, transportation, etc., will be billed after each event, according to the number of residents participating at the event. The County, as signatory on all contracts, will pay the HHW disposal contractor and all other vendors with the funds received from the cities.

If, at any time, it appears that a city lacks sufficient funding to complete the contract year, the city must choose one of the following options:

- The city may cap its costs, and no longer pay for its residents to drop off their waste at the collection center or future one-day events to be held within the term of the agreement; or
- The city may decide to continue to allocate funds and allow its residents to participate in the collection center and future events to be held in the agreement year. *

* If a city decides to continue to fund costs for its residents above the sum provided for in its Interlocal Agreement with the County, then the city must provide the County with a letter of agreement as an addendum to the Interlocal Agreement whereby the city is contractually obligated to pay the County any additional costs for HHW collection during

the period in which it wishes to extend its payment obligations and specifies a new not-to-exceed budget limit.

If a city does not make a provision to cover a cost overrun, and the city reaches its contractual limit (as provided for in the Interlocal Agreement or its addendum(s)), subsequent participants from that city must pay their own collection fees in order to dispose of their HHW at the collection center or community collection event sites until an addendum is added to the agreement to cover additional costs. This fee will be calculated from the most recent average collection cost per household or from actual disposal costs, whichever is greater.

Program Objectives

The ultimate objective of the HHW program is to minimize or eliminate the disposal of HHW in area landfills and storm water sewers through reuse/recycling, education and collection/disposal. Toward this end, this program will:

1. Operate a year-round collection center and a series of one-day community collection events each spring and fall throughout Dallas County, serving at least 9,000 households annually.
2. Provide HHW Network cities an opportunity and forum to address storm water pollution and HHW issues.
3. Involve as many cities as possible in the HHW Network.
4. Establish a precedent in Dallas County for handling HHW through a regional approach that will serve as a model for other multi-jurisdictional areas.
5. Educate the public as to alternatives, wise purchasing, and safe disposal through the use of as many of the following as possible: internet sites, utility bill stuffers, newspaper, television & radio public service announcements, contact with local environmental groups, trade show exhibits, presentation at schools, neighborhood organization meetings, service organizations, etc.
6. Gather data regarding citizen interest as well as types and amounts of HHW diverted from the waste stream by surveying collection participants.
7. Divert a substantial amount of HHW from municipal landfills.
8. Involve local businesses, especially those connected with the manufacture or sales of HHW generating products.
9. Involve local environmental groups, Dallas County Public Health Advisory Committee, Dallas County Health Dept., Texas Cooperative Extension Services, and the Southwest Institute of Forensic Sciences.

Special Training Requirements

Dallas County, as Operator, will be responsible for providing personnel at all collection locations. Those personnel may be county, city, volunteer, or contract personnel. The County will ensure that all personnel involved in collection activities have received training appropriate to their duties as specified in TAC 335.408.

All citizen volunteers must attend a brief onsite orientation session prior to assisting with collection activities. This orientation will be provided by Dallas County HHW Program staff. Citizen volunteers will be restricted from entering areas where hazardous materials are handled, and their activities will be limited to taking surveys, distributing educational literature, processing non-hazardous recyclables and assisting with traffic control.

Records and Reporting

The Program Manager and staff must prepare quarterly progress reports for the County, HHW Network, and relevant grant agencies. Financial reports and progress reports must be presented at least quarterly and in accordance with grant requirements. Financial records, contacts, and data from the collection surveys must be computerized. A final report must be presented within 90 days of the end of each collection event, fiscal quarter, and fiscal year. The final report must include the results of surveys taken from participating citizens and participating cities to gather data including frequency of use and materials collected.

Program Goals

- Participation by at least 9,000 of the area households annually
- Participation by at least 50% of the cities in the County
- Increase public outreach to households in participating cities
- Coverage by general circulation newspaper and/or broadcast media
- Involvement of the community at all levels; government, industry, and citizens

BYLAWS OF THE DALLAS AREA HOUSEHOLD HAZARDOUS WASTE NETWORK

Article I: Name

The name of this organization is the **Dallas Area Household Hazardous Waste Network** (hereafter referred to as the “**HHW Network**”).

Article II: Mission

The purpose of the HHW Network is to efficiently organize and promote the collection of household hazardous wastes (HHW) among individuals residing in Dallas County, or in counties adjacent to Dallas County, as agreed to by the Network Members. In order to accomplish this mission, the HHW Network will actively promote cooperative arrangements among governmental agencies in the County and will provide a forum for discussion of techniques for collection and disposal of HHW.

Article III: Members

Voting Members - Voting membership in the HHW Network will be offered to one representative of each city volunteering to participate in the HHW Network and to one representative of Dallas County. Any city requesting membership must provide an official written notice of the name of the individual to be designated as the HHW Network member. Once designated, an individual member must arrange to have an alternate designated to participate in the absence of the member.

Advisory (Non-voting) Members - the County Judge will name additional Advisory (Non-voting) Members to the HHW Network representing the following categories or organizations:

- one member representing Dallas County, other than the County’s voting member
- one member representing the North Central Texas Council of Governments
- three members representing advocacy, environmental, or other citizen groups such as: Texas Cooperative Extension Service, Audubon Society, and League of Women Voters
- two members representing the private sector

Term - each of the designated individuals will serve until his/her successor is designated.

Article IV: Meetings

The HHW Network will meet as required to conduct its business. All HHW Network meetings must be public meetings open to all participants. The Project Manager of the HHW Network must establish a mailing list for notification of all meetings, and must

include on this list any individual that requests notification.

Quorum - At any regular meeting of the HHW Network, a quorum will consist of half of the individuals who have then been duly designated or appointed pursuant to Article III.

Article V: Voting

Each Voting Member of the HHW Network will have one vote.

Article VI: Officers and Committees

The HHW Program Manager will preside at all meetings. The HHW Program Manager and staff will be responsible for all staff work and notifications related to the Network. The Program Manager must not be a voting member of the Network. The HHW Network, by majority vote, may establish such committees as the HHW Network considers necessary to carry out the work of the organization.

Finance Committee - The Finance Committee must consist of representatives of each city that has made a binding commitment to participate in a disposal program and the County's voting member. The Program Manager will serve as an ex officio member of this committee. No contract or other financial arrangement affecting the participants may be referred to or approved by the HHW Network without first receiving approval of the Finance Committee.

Article VII: Amendments

These bylaws will become effective when ratified by a majority of HHW Network voting members attending a regular meeting, and when approved by Dallas County Commissioners Court. Amendments may be proposed by any member at any time, in writing. Such amendments will be voted on at a duly called HHW Network meeting to which notice has been given that an amendment will be proposed. Amendments passed by 2/3 of the voting members present will become part of the bylaws.

Exhibit C2013

FY2013 HHW PROGRAM BUDGET SUMMARY

This exhibit summarizes the total program funding for FY13 as approved by the Dallas Area Household Hazardous Waste Network at its regular meeting on April 26, 2012.

The Operational Budget includes personnel and operating costs, which are shared by the Network cities based on single-family household projections published by North Central Texas Council of Governments. Personnel costs include all HHW staff salaries and fringe benefits. Operating costs include supplies, equipment, advertising, public education, volunteer support, staff development, printing, postage, facility maintenance, utilities, and all other direct programming costs.

Capital Expense Budget costs are provided by the cities based on single-family household projections published by the North Central Texas Council of Governments. These funds are set aside for capital maintenance and improvements including building repairs, equipment repair or replacement, mechanical upgrades, and expansion projects.

The Collection/Disposal Budget is comprised of vendor costs for collection services, contract labor, and materials disposal. These costs vary according to actual usage and are indicated in the budget summary for planning purposes only. ***Funding for collection, contract labor, and disposal costs will be collected from the cities after the fact, on an as-used basis.***

Budget adjustments made during the term of the agreement must not result in a City Funding amount that exceeds the approved budget total shown herein. The County may make line item transfers within the budget when these transfers do not exceed \$5,000. Budget adjustments in excess of \$5,000 must be approved by the HHW Network.

BUDGET SECTION	CITY FUNDING
OPERATIONAL BUDGET	
Personnel Costs	\$ 377,446
Operating Costs	\$ 203,875
CAPITAL EXPENSE BUDGET	\$ 20,000
COLLECTION / DISPOSAL BUDGET	\$ 794,500
TOTAL PROGRAM BUDGET	\$1,395,821

Council Agenda Item: #R3

AGENDA CAPTION:

Presentation by Jack Tidwell regarding Vision North Texas.

FINANCIAL IMPACT:

n/a

BACKGROUND:

n/a

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

 [Jack Tidwell Bio](#)

Type:

Backup Material

John E. Tidwell, Jr., AICP, CFM
Manager of Environment & Development
Environment and Development Department
North Central Texas Council of Governments
P.O. Box 5888
Arlington, Texas 76005-5888
(817) 695-9220 FAX (817) 695-9191

Jack Tidwell is a manager of environment & development at NCTCOG and has been with the agency for over 23 years. He is a graduate of Texas A&M University with B.S. degree in Bioenvironmental Science and a M.U.P. in Urban and Regional Planning. He holds certification with the American Institute of Certified Planners and the Association of State Floodplain Administrators. Jack's work at NCTCOG has included the Trinity River COMMON VISION Program and a variety of urban development and watershed management planning activities. Jack has had a leadership role with the Center of Development Excellence at NCTCOG as well as the nationally recognized effort, Vision North Texas, since it began over eight years ago. Among Jack's other professional interests include environmental policy and land use law.

Council Agenda Item: #R4

AGENDA CAPTION:

Presentation, discussion and consideration of approval 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, for signs at the Chili's Restaurant, located at 4500 Belt Line Road.

FINANCIAL IMPACT:

None

BACKGROUND:

Sec. 62-162 Premises signs, only allows one sign per facade per tenant. **Sec. 62-163 area**, only allows letters or logos that are on an attached sign that are less than 100' from the street curb to be 16" in height with 50% of the letters a maximum of 20" in height, signs that are 110' to 150' from the curb may have letters or logos 24" in height, and signs that are 150' to 200' from the curb may have letter or logos 27" in height.

RECOMMENDATION:

Administration recommends approval.

COUNCIL GOALS:

Maintain and Enhance our Unique Culture

ATTACHMENTS:

Description:

[CHILI'S ME APPLICATION AND DRAWINGS](#)

Type:

Cover Memo



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: 08-23-12

Filing Fee: \$200.00

Applicant: GHA Architects - Janet Reid (on behalf of Robert Montgomery / Brinker International)

Address: 14110 Dallas Parkway Suite#: 300

Dallas TX 75254 Phone#: 972-239-8884
City State Zip Fax#: 972-239-5054

Status of Applicant: Owner Tenant Agent X

Location where exception is requested:

4500 Beltline Road, Dallas, TX 75001

Reasons for Meritorious Exception:

Chili's restaurants have entered into a national reimage campaign whereas brand image is key to the success. The restaurant exterior has been simplified to four main field colors and our signature striped awnings are now presented as single sections of traditional red and green with a defining white stripe. To create some color modeling on the exterior awnings we are using a tone-on-tone partial graphic to create visual interest. Our customers have responded positively to the more than two hundred completed restaurants and we are now reimagining the Dallas market. It is critical to create some uniformity in our brand as these graphics will be proposed on all locations across the metroplex.

YOU MUST SUBMIT THE FOLLOWING:

1 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 8-24-12 Check # 12280 Receipt # 784028



SITE PLAN - NTS

SIGN SCHEDULE

- A 1** OCL/HALO PEPPER-S | ONE(1) REQ.
- A 2** PCL/LED WORDMARK | ONE(1) REQ.
- B** C-20 FLUSH "TO GO" SIGN | ONE(1) REQ.
- C** FCO/HALO PEPPER-S | ONE(1) REQ.
- D** D/F MONUMENT SIGN | ONE(1) REQ.

NOTE BELOW FOR ALL FOLLOWING PAGES AS REQUIRED.

CUSTOMER TO PROVIDE:

(Per New / Remodel Construction) ACQUIRE BEHIND THE WALL BACKING AND ACCESS AS REQUIRED TO INSTALL SIGNAGE. CUSTOMER TO FORWARD COPY OF FINAL APPROVED SIGNAGE DRAWINGS TO BUILDING SITE CONTACT SO THAT THESE PROVISIONS CAN BE MADE DURING CONSTRUCTION AND PRIOR TO SIGN INSTALLATION.

ALL BRANCH/PEPPER ELECTRICAL SERVICES ENGINEER FINAL CONNECTIONS TO EACH SIGN/MONUMENT SHALL BE BY CERTIFIED ELECTRICIAN. THE FOLLOWING SHALL BE PROVIDED BY THE CUSTOMER:

- A. Sign details must not be shared with other trades such as framing, air conditioning, and other equipment.
- B. Properly sized ground wire and can be traced back to the service panel must be provided.
- C. Hazardous site list or evidence for each sign to meet Federal Hazard Signage requirements.
- D. Hazardous site list or evidence for each sign to meet Federal Hazard Signage requirements.

Any deviations from the above recommendations may result in:

- 1. Delays in sign installation.
- 2. Delays in delivery costs.

Notes: - Certain electrical components of signs will not be permanently installed if signs are not shut-off for a period of time, once each day. For best performance, we recommend signs to be connected to an automatic controlling system such as an Energy Management System. This does not mean that signs will not be permanently installed. Signs will be installed in a permanent location. Failure to do so will cause damage to the electrical components of the sign and will void the warranty.

0. Some external devices will also affect sign electrical components, causing signs. Any details of the sign without consideration and approval from Sign Co. will void the warranty.

INSTALLER IS RESPONSIBLE FOR:

PROVIDING AND INSTALLING ALL COMPONENTS REQUIRED TO RUN SECONDARY WIRING (CONNECTORS, GTO CONDUIT, ETC.) TO BE DETERMINED BY LOCAL CODE AND SITE CONDITIONS.

ELECTRICAL NOTES:

INSTALLATION OF THESE (ELECTRICAL) SIGNS SHALL CONFORM TO THE REQUIREMENTS OF ARTICLE 600 OF THE N.E.C., VOL. 40 AND FOR OTHER APPLICABLE LOCAL CODES.

THIS INCLUDES FRAMES, BRACKETS AND MOUNTING OF THE SIGN.

PROVIDING ALL NEEDED INSTALLATION HARDWARE AS DETERMINED BY LOCAL CODE AND SITE CONDITIONS.

SEALING BUILDING PENETRATIONS WITH SILICONE TO PREVENT MOISTURE PENETRATION @ EXTERIOR LOCATIONS.



SIGN COMPANY
www.federalheath.com

2300 North Highway 121
Eulless, Texas 76039
(817) 685-9077 (800) 527-9495
Fax (817) 685-9103

Manufacturing Plants:

- Overland, CO - Denver, TX - Jacksonville, TX - Oklahoma, OK
- Ohio Locations:
- Maple Park, OH - Solon, OH - Lakewood, OH - Parma, OH
- London, OH - Columbus, OH - Cincinnati, OH - Dayton, OH
- Indianapolis, IN - Knoxville, TN - Greensburg, PA - Delaware, OH
- Windsor, OH - Tulsa, OK - Atlanta, GA
- Stark, VA - Dayton, OH - Columbus, OH

Building Quality Signage Since 1901

Product:

- 1 R1-914/12 (WH) Reduce "A" and add LED
- 2 R2-918/12 (WH) Remove border LED
- 3
- 4
- 5
- 6

Account Rep: **JOE DUNAVAN**

Project Manager: **PAUL KARLIN**

Drawn By: **ROBERTO MILARES-LUK**

Project / Location:



CHILI'S ADDISON - 04002
4500 BELTLINE ROAD
ADDISON, TX 75001-0000

Manufacturer: FEDERAL HEATH
Product: SIGNAGE
Material: ALUMINUM
Finish: WHITE
Color: WHITE
Quantity: 1
Notes: SEE ELECTRICAL NOTES ON DRAWING FOR ALL ELECTRICAL REQUIREMENTS AND WIRING. SEE LOCAL CODES FOR ALL ELECTRICAL REQUIREMENTS AND WIRING. SEE LOCAL CODES FOR ALL ELECTRICAL REQUIREMENTS AND WIRING.

Client Approval/Date:

Printed Approval/Date:

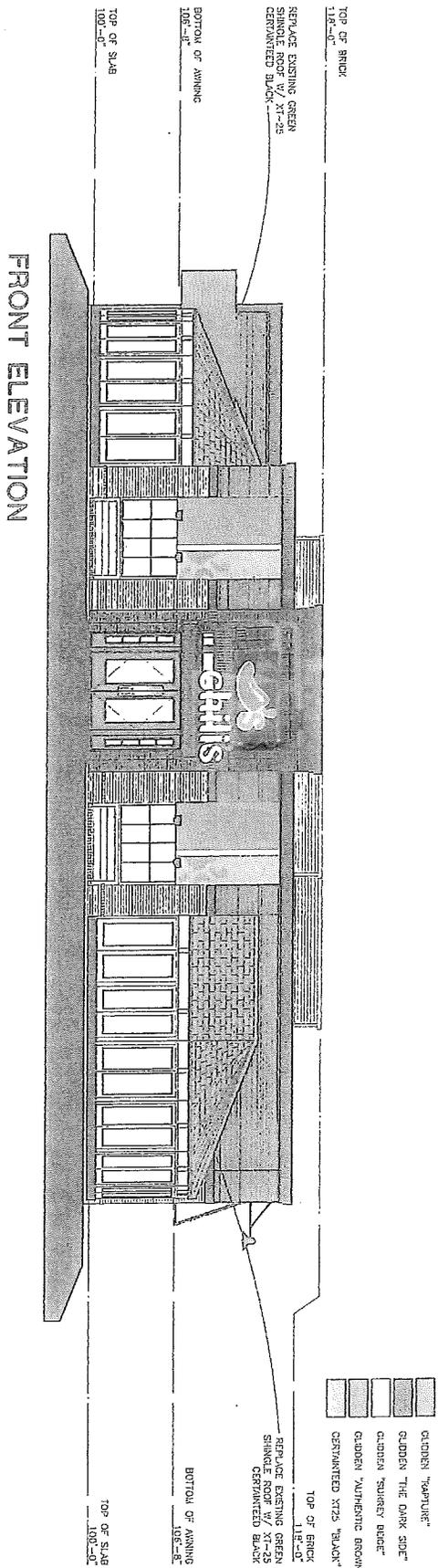
The original drawing is provided as part of a permit project and is not to be exhibited, copied, reproduced, or used without the written permission of the design firm. This drawing is the property of HFC. Copying or distribution of this drawing without the written permission of HFC is strictly prohibited. HFC is not responsible for any errors or omissions in this drawing. HFC is not responsible for any errors or omissions in this drawing. HFC is not responsible for any errors or omissions in this drawing.

Job Number: **23-10801-10-R2**

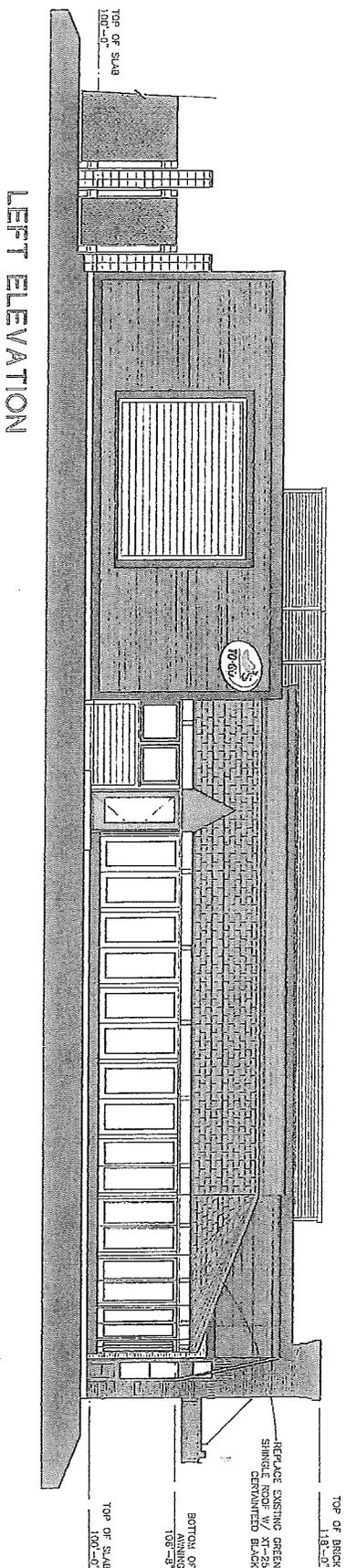
Date: **AUGUST 18, 2012**

Sheet Number: **1** Of **5**

Design Number: **23-10801-10-R2**



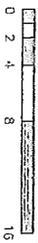
FRONT ELEVATION



LEFT ELEVATION

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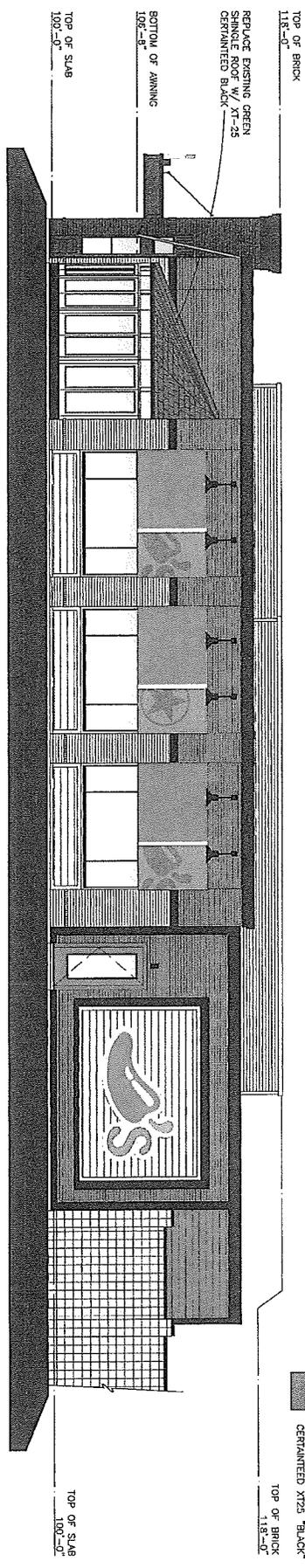
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PROTO 7.0



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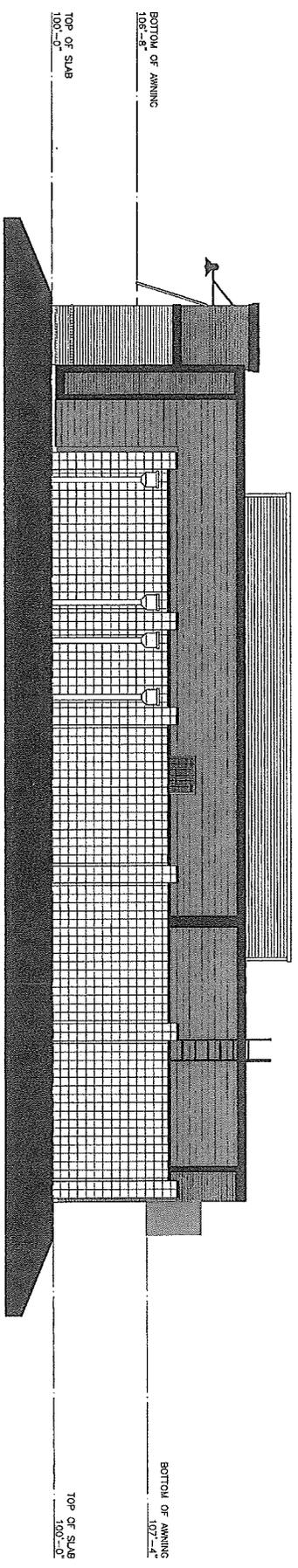


RIGHT ELEVATION



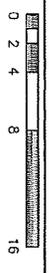
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- GLIDDEN "THE DARK SIDE"
- GLIDDEN "SURREY BEIGE"
- GLIDDEN "AUTHENTIC BROWN"
- CERAMICATED XT25 "BLACK"

REAR ELEVATION



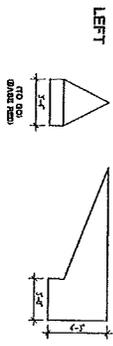
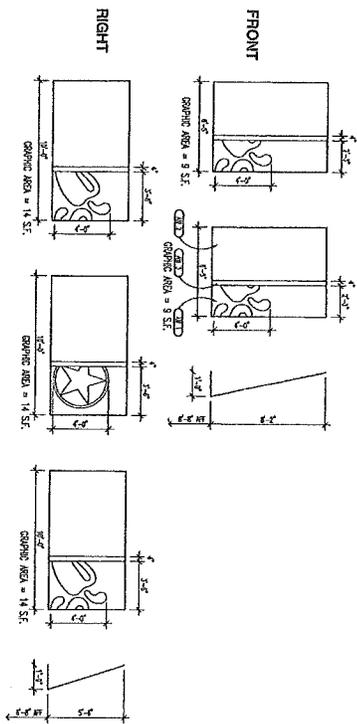
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ADDISON, TX - EXTERIOR ELEVATIONS
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06/12/12	REVISION 2
06/12/12	REVISION 3



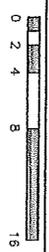


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AWNING PROFILES - PROTOTYPE Z

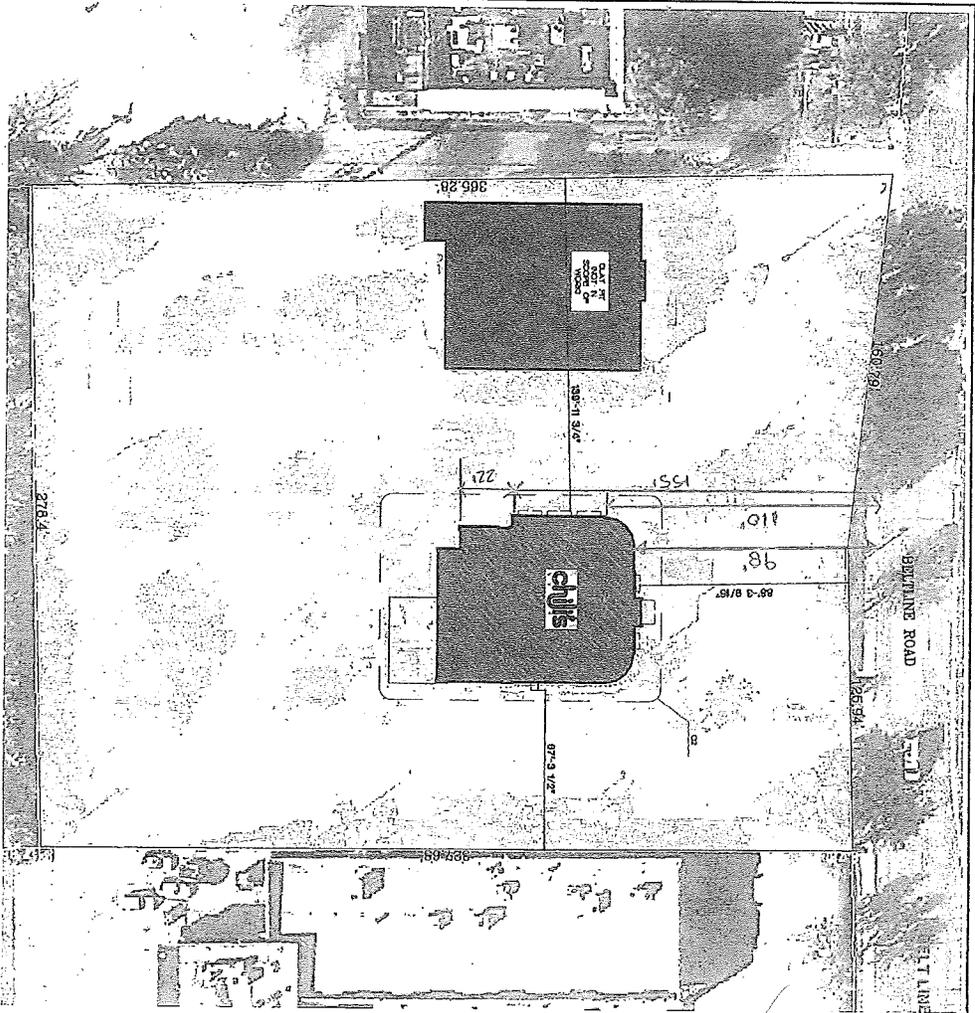
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ADDISON, TX - EXTERIOR ELEVATIONS
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DATE	DESCRIPTION
08/17/17	FINAL EXTERIOR ELEVATIONS

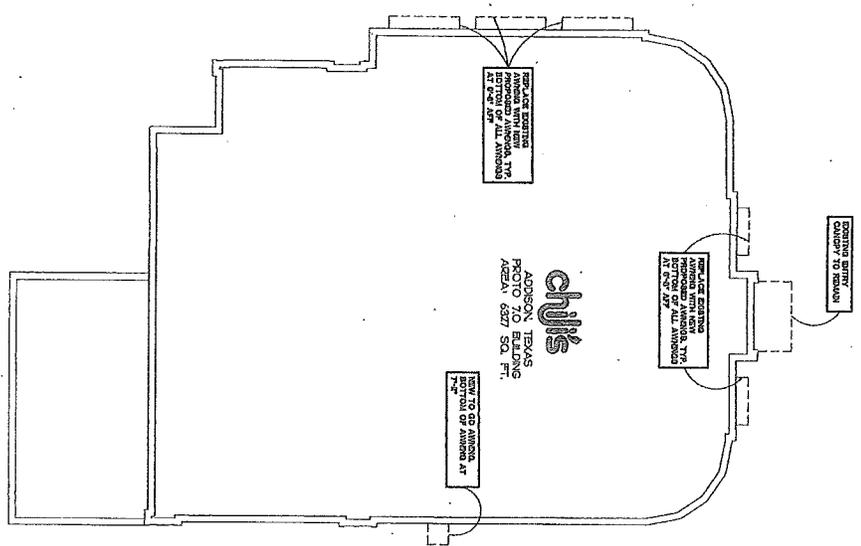




01 EXISTING SITE PLAN
SCALE: NTS

chill's

ADDISON, TX - SITE PLAN/ PROPOSED AWNING LOCATIONS
PROTO 7.0



02 ENLARGED BUILDING PLAN
SCALE: NTS

Council Agenda Item: #R5

AGENDA CAPTION:

Discussion and consideration of approval of the formation and appointment of a committee to review memorial and naming policy.

FINANCIAL IMPACT:

n/a

BACKGROUND:

This item will be discussed at the council meeting.

RECOMMENDATION:

COUNCIL GOALS:

Maintain and Enhance our Unique Culture, Work to instill a "Sense of Community" in Addison's residents

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R6

AGENDA CAPTION:

Discussion regarding parking availability at the Addison Walk and Quorum II shopping centers.

FINANCIAL IMPACT:

n/a

BACKGROUND:

On May 8, 2012, the Council approved a request for a Special Use Permit for a restaurant on application from Salata Restaurant. At that meeting, the Mayor requested that The Retail Connection return to the Council within 30 days with a progress report on efforts their firm made to find a solution to the parking problems that were currently existing in the Quorum Plaza II shopping center. The Retail Connection filed a written report with the Council on June 7, 2012.

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R7

AGENDA CAPTION:

Presentation, discussion, and consideration of approval of an ordinance amending the Town's investment policy set forth in Chapter 2, Article IV, Division 3 of the Town's Code of Ordinances.

FINANCIAL IMPACT:

There is no financial impact associated with the approval of the investment policy. The FY 2013 budget includes \$78,350 in interest earnings for the fiscal year .

BACKGROUND:

The Public Funds Investment Act (PFIA) requires the Council to annually review and approve an investment policy for the Town. The Town's investment advisor, First Southwest Asset Management (FSAM), has assisted staff with the development and review of the proposed investment policy for FY 2013. FSAM suggested several changes in accordance with items included in the last legislative session. In addition, staff is recommending that the following notable changes be made to the policy.

-Clarify the required maturity for repurchase agreements purchased with bond proceeds.

-Revise the reporting requirement for FSAM to provide final monthly reports to the Town.

RECOMMENDATION:

Staff recommends approval of the Town's FY 2013 investment policy.

COUNCIL GOALS:

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

ATTACHMENTS:

Description:

- 📄 [FY13 Investment Policy](#)
- 📄 [Exhibit B - Approved Broker/Dealers](#)
- 📄 [Ordinance to Amend Investment Policy](#)

Type:

- Exhibit
- Exhibit
- Ordinance

TOWN OF ADDISON

INVESTMENT POLICY

For

FY 2012-13

Revised and Adopted:
September 25, 2012

TOWN OF ADDISON, TEXAS INVESTMENT POLICY

I. SCOPE

The Public Funds Investment Act, Chapter 2256, Texas Government Code, prescribes that each Town is to adopt rules governing its investment practices and to define the authority of the investment officer. The following Investment Policy addresses the methods, procedures, and practices which must be exercised to ensure effective and judicious fiscal management of the Town's funds. This Policy shall not apply to the selection, retention or other issues concerning the depositories of the Town's funds in demand and time deposits as provided under Chapter 105 of the Local Government Code.

This Policy shall apply to the investment and management of all funds of the Town under its control, other than those expressly excluded herein or by applicable law or valid agreement. This Policy shall not supersede the restrictions on investment and use applicable to any specific fund and, in the event of any conflict between this Policy and the requirements of any fund subject hereto, the specific requirement applicable to such fund shall be followed as well as all other provisions of this Policy other than those in conflict. The Employees Deferred Compensation Agency Fund is excluded from coverage under this Policy.

This Policy also requires the formal adoption of an "Investment Strategy Statement" that specifically addresses each of the Town's fund groups. Each Investment Strategy Statement will describe its objectives concerning:

- a) Suitability of investment type
- b) Preservation and safety of principal
- c) Liquidity
- d) Marketability of each investment
- e) Diversification of the portfolio
- f) Yield

In order to make effective use of the Town's resources, all monies shall be pooled into one investment bank account, except for those monies required to be accounted for in other bank accounts as stipulated by applicable laws, bond covenants or contracts. The income derived from this pooled investment account shall be distributed in accordance with the Town's internal procedures.

II. OBJECTIVES

The Town's principal investment objectives in order of priority are:

1. Conformance with all Federal regulations, State of Texas statutes and other legal requirements including the Town Charter and Town Ordinances, including this Policy
2. Preservation of capital and the protection of investment principal
3. Maintenance of sufficient liquidity to meet anticipated disbursement and cash flows
4. Diversification to avoid incurring unreasonable risks regarding securities owned
5. Attainment of a market rate of return equal to or higher than the performance measure established from time to time by the Chief Financial Officer of the Town which is commensurate with the acceptable risk and liquidity objectives of this Policy

III. DELEGATION OF AUTHORITY

The City Manager appoints the Chief Financial Officer (CFO) and the Chief Financial Officer's designee(s) as the "Investment Officers" of the Town. Direct management responsibility for the investment program is delegated by the City Council to the Chief Financial Officer (hereinafter referred to as the "CFO"). The Investment Officers' authority will at all times be limited by all applicable laws and regulations in effect from time to time and this Policy. The Investment Officers shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the investing entity.

With written approval from the City Manager, the CFO may delegate any phase of the investment management program to any of the Investment Officers. Such approval shall state specifically the functions such person is authorized to perform or that the person is authorized to perform all activities of the CFO under this Policy. The CFO shall obtain and maintain, at the Town's expense, fidelity bonds for himself and each of his designees in amounts determined adequate by the CFO (which shall not be less than five percent of the amounts subject to this Policy) for each fiscal year as shown by the approved budget. No person may engage in an investment transaction except as provided under the terms of this Policy and the internal procedures established by the CFO. A current list of persons authorized to transact investment business and wire funds on behalf of the Town shall be maintained by the CFO.

The CFO shall develop and maintain written administrative procedures for the operation of the investment program consistent with this Policy. The controls shall be designed to prevent, identify and control losses of public funds arising from deviation from this Policy, fraud, employee error, and misrepresentation by third parties, or imprudent actions by employees and officers of the Town.

In the discretion of the City Council and in any event upon the termination or reassignment of any Investment Officer authorized to conduct transactions for the Town pursuant to this Policy, the authority of such person shall be revoked and such revocation of authority shall be immediately communicated by the CFO orally and in writing to each and every depository, broker/dealer, investment advisor, custodian and other agency or entity with whom the Town has any existing or continuing relationship in the management of its investments.

The CFO and all Investment Officers shall attend at least one training session relating to the treasurer's or officer's responsibilities within 12 months after taking office or assuming duties; and attend a training session not less than once in a two-year period that begins on the first day of the Town's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than 10 hours of training. Such training from an independent source shall be approved or endorsed by the Government Finance Officers Association, Government Finance Officers Association of Texas, Government Treasurers Organization of Texas, Texas Municipal League, or the North Central Texas Council of Governments to include education in investment controls, security risks, strategy risks, market risks, and compliance with the Public Funds Investment Act.

IV. INVESTMENT ADVISORS

The Town may, in the discretion of the CFO, and the approval of the City Council, appoint one or more Investment Advisors to assist the Town's financial staff in the management of the Town's funds. The Investment Advisor must be registered with the Securities and Exchange Commission under the Investment Advisors Act of 1940 and also be registered with the Texas State Securities Board as an Investment Advisor. To be eligible for consideration, an Investment Advisor shall demonstrate to the CFO knowledge of, and experience in, the management of public funds. The CFO will satisfy himself as to the Advisor's qualifications by all appropriate means, including reference checks with the Advisor's other clients, the State Securities Board and the Securities and Exchange Commission. An appointed Investment Advisor shall act solely in an advisor and administrative capacity, within the guidelines of this Investment Policy and without any discretionary authority to transact business on behalf of the Town.

Each Investment Advisor, appointed by the Town, shall agree that its investment advice shall at all times be given with the judgment and care, under circumstances then prevailing, which persons paid for their special prudence, discretion and intelligence, in such matters exercise in the management of their client's affairs, not for speculation by the client or production of fee income by the advisor or broker but for investment by the client with emphasis on the probable safety of the capital while considering the probable income to be derived.

Appointment of an Investment Advisor shall otherwise be according to the Town's normal purchasing procedures for selecting professional services. Any approved investment advisor may be terminated with the approval of the City Manager, if in the opinion of the CFO, the advisor has not performed adequately. The term of any Investment Advisor contract may not exceed five years. Any renewal or extension of the Investment Advisor contract must be made by the City Council by resolution.

V. STANDARD OF CARE

As provided for in the Public Funds Investment Act, the standard of care for the Town's investments shall be that such "investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived."

The overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The CFO and the Investment Officers shall recognize that the investment activities of the Town are a matter of public record.

The CFO and the Investment Officers, acting in accordance with written procedures and exercising the proper standard of care, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided that this Policy and the CFO's procedures were followed. In determining whether the CFO or an Investment Officer has exercised the proper standard of care, all investments over which the individual had responsibility will be considered rather than a single investment.

VI. AUTHORIZED SECURITIES INVESTMENTS

Subject to any limitations otherwise imposed by applicable law, regulations, bond indentures or other agreements, (including but not limited to Chapter 2256 Texas Government Code, the Public Funds Investment Act), the following securities and deposits are the only ones permitted as investments for the Town's funds:

- a. Direct obligations of the United States government with a maturity not to exceed five (5) years from the date of purchase; U.S. Treasury Bills, U.S. Treasury Notes, U.S. Treasury Bonds, and U.S. Treasury Strips (book entry U.S. Treasury securities whose coupon has been removed).
- b. Senior debt obligations with a maturity not to exceed five (5) years from the date of purchase issued by, guaranteed by, or for which the credit of any of the following Federal Agencies and Instrumentalities is pledged for payment: Federal National Mortgage Association (FNMA), Federal Home Loan Bank (FHLB), Federal Farm Credit Bank (FFCB), and Federal Home Loan Mortgage Corporation (FHLMC). Mortgage-backed securities may be held as collateral although principal-only and interest-only mortgage-backed securities as well as all types of collateralized mortgage obligations (CMOs) and real estate mortgage investment conduits (REMICs) are expressly prohibited.
- c. Bonds or other interest bearing obligations of which the principal and interest are guaranteed by the full faith and credit of the United States government, or fully insured by the Federal Deposit Insurance Corporation (FDIC), with a stated maturity not to exceed five (5) years from the date of purchase.
- d. Time Certificates of Deposit with a maturity not to exceed three (3) years from the date of purchase, insured by the Federal Deposit Insurance Corporation (FDIC) or its successor, in depository institutions that have a main office or a branch office in the state of Texas which have been approved by the Town in accordance with Section XI of this Investment Policy.

In addition, separate CDs issued by depositories wherever located, bundled together into a single investment with the full amount of principal and interest of each CD federally insured may be purchased through a broker that has its main office or a branch office in Texas and is selected from a list adopted by the City Council, or from a depository institution with its main office or branch office in Texas. The broker or depository shall act as the custodian for the various certificates on behalf of the Town.

e. Prime commercial paper with an original maturity of one hundred eighty (180) days or less which at the time of purchase, is rated at least:

A-1 by Standard & Poor's,
P-1 by Moody's or
F1 by Fitch

(1) At the time of purchase, the commercial paper must be rated by at least two (2) of the above stated ratings agencies at the above stated minimum credit rating.

(2) If more than two (2) of the above stated agencies rates an issuer, all the rating agencies must rate the issuer in accordance with the above stated minimum credit criteria.

(3) If the commercial paper issuer has senior debt* outstanding, the senior debt must be rated by each service that publishes a rating of the issue at least:

A-1 by Moody's,
A+ by Standard and Poor's and
A+ by Fitch

*Senior Debt is defined as the most senior secured or unsecured debt of an issuer with an original maturity exceeding one year.

If the commercial paper issuer is given a "plus (+) rating", the maximum maturity of 270 days or less will be allowed.

f. Eligible Bankers Acceptances with original maturities not exceeding 180 days, issued on domestic banks operating under the banking laws of the United States, whose senior long term debt is rated, at the time of purchase, A-1 or higher by Moody's, A+ by Standard and Poor's, or A+ by Fitch.

g. Repurchase agreements with a defined termination date of 90 days or less on U.S. Treasury and Federal Agency securities listed in items "a" and "c" above, collateralized initially at a minimum market value of 102% of the dollar value of the transaction, with the accrued interest accumulated on the collateral included in the calculation. An exception to the maturity may be made for bond proceeds, provided the repurchase agreement allows for multiple draws at the Town's discretion and the maturity date does not exceed the expected final expenditure date.

If the market value of the collateral falls below 101 percent the dollar value of the transaction, the collateral will be required to be brought up to the 102 percent initial maintenance level. A Repurchase Agreement is defined as a simultaneous agreement to buy, hold for 90 days or less, and then sell back an obligation described in item (g) above, the principal and interest of which are guaranteed by the United States.

Repurchase Agreements shall be entered into only with dealers who: 1) are recognized as primary reporting dealers with the Market Reports Division of the Federal Reserve Board of New York; and 2) have an executed, Town approved Master Repurchase Agreement. Collateral (purchased securities) shall be held by the Town's custodian bank or in a segregated account registered in the name of the Town of Addison with an approved third-party safekeeping agent and the market value of the collateral securities shall be marked-to-the market no less than weekly.

For the purpose of item "g" of this section, the term "collateral" shall mean "purchased securities" under the terms of the Town approved Master Repurchase Agreement. Collateral bearing no coupon will have a maturity not to exceed five (5) years. All other eligible collateral shall have a maturity limit of 10 years.

The term repurchase agreements include reverse repurchase agreements. The term of a reverse repurchase agreement shall not exceed 90 days and any investments acquired with the proceeds from the reverse repurchase agreement shall not exceed the term of that agreement.

h. Money Market Funds meeting the following criteria:

- (1) Registered with, and regulated by the Securities and Exchange Commission;
- (2) Providing the Town with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940;
- (3) Charging no commission fee on the purchase or sale of shares;
- (4) Stating a fund objective to maintain a constant daily net asset value of \$1.00 per share;
- (5) Limiting fund assets to those securities listed in paragraphs “a”, “b”, “c” and “g” above; and
- (6) Having a maximum stated maturity of 13 months and dollar weighted average portfolio maturity of not more than 60 days. A list of Town approved Money Market Funds shall be kept by the CFO.

i. State investment pools organized under the Interlocal Cooperation Act that meet the requirements of Chapter 2256 Texas Government Code and have been specifically approved by the CFO and authorized by the City Council.

j. Local investment pools organized under the Interlocal Cooperation Act that meet the requirements of Chapter 2256 Texas Government Code and have been specifically approved by the CFO and authorized by the City Council.

k. Direct obligations of the State of Texas or its agencies rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent with a maturity not to exceed two (2) years from the date of purchase.

l. Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the State of Texas or the United States with a maturity not to exceed two (2) years from the date of purchase.

VII. OTHER INVESTMENT GUIDELINES

The Town seeks active management of its portfolio assets. In the effort of meeting the objectives of this Policy, the Town may from time to time sell securities that it owns in order to better position its portfolio assets. Sales of securities prior to maturity shall be documented and approved by the CFO before such a transaction is consummated. Sales of securities, yielding net proceeds less than 98 percent of the book value of the securities, must be approved in advance and in writing by both the City Manager and the CFO.

Each investment transaction must be based upon competitive quotations received from at least three (3) broker/dealers who have been approved by the Town in accordance with Texas law.

The purchase and sale of all securities shall be on a delivery-versus-payment or payment-versus-delivery basis (i.e. for securities purchases, monies will not be released by the Town’s safekeeping bank until securities are received at the Federal Reserve Bank for further credit to the Town’s safekeeping bank. In the case of securities sales, monies will be received by the Town’s safekeeping bank via the Federal Reserve Bank, as the securities are simultaneously released to the purchaser). In this manner, the Town will always have possession of either its securities or its monies.

An investment that requires a minimum credit rating does not qualify as an AUTHORIZED SECURITIES INVESTMENT during the period the investment does not have the minimum credit rating even if the investment had the appropriate rating at the time of purchase. The Investment Officers shall take all prudent measures that are consistent with this Policy to liquidate an investment that does not have the minimum rating.

VIII. PORTFOLIO MATURITIES

Maturities shall be selected which provide for both stability of income and reasonable liquidity.

At all times, the Town shall maintain 10 percent of its total investment portfolio in instruments maturing in 90 days or less. The weighted average maturity of all securities and certificates of deposit in the Town's total investment portfolio at any given time (not including cash or demand deposits) shall not exceed 18 months.

In the case of callable securities, the first "call" date may be used as the "maturity" date for investment purposes in this section if in the opinion of the CFO there is little doubt that the security will be called prior to maturity. At all times the stated final maturity shall be used in portfolio average life calculations and reported as outlined in this Policy.

Investment of bond proceeds shall be invested in the investment types listed in Section VI. "a", "b", "c", "h", "i", and "j" for a period of time not to exceed five (5) years. Additionally, bond proceeds may be invested in a repurchase agreement that exceeds 90 days if reductions are allowed from the agreement without penalty for legitimate bond proceeds expenditures and the final maturity is within the "temporary period" as defined by the Internal Revenue Service (this arrangement is commonly referred to as a "flexible repurchase agreement").

IX. INVESTMENT LIMITS

It is the policy of the Town to avoid concentration of assets in a specific maturity, a specific issue, or a specific class of securities, with the exception of U.S. Treasury issues listed in Section VI "a." The asset allocation in the portfolio should, however, be flexible depending upon the outlook for the economy and the securities markets.

The Town will not exceed the following maximum limits as a percentage of the total portfolio for each of the categories listed below:

- 20 percent in Money Market Funds as outlined in Section VI "h"
- 30 percent in Certificates of Deposit
- 30 percent in Commercial Paper
- 30 percent in Bankers Acceptances
- 40 percent in Local Government Investment Pools as authorized in Section VI "h" and "j"
- 70 percent in State Government Investment Pools as authorized in Section VI "i"
- 70 percent in Instrumentality securities described in Section VI "b"

In addition to the limitations set forth above the Town's investment in any single money market fund shall never exceed 10 percent of the total assets of the money market fund.

The CFO and investment officers shall evaluate how each security purchased fits into the Town's overall investment strategy.

The amount of investments in U.S. Treasury and Agency Securities and Repurchase Agreements backed by those securities as defined in section VI(a), VI(c) and VI(g), shall at no time be less than 30 percent of the total portfolio. There shall be no maximum limits on these investments.

Bond proceeds shall be exempt from the maximum limitation stated above for State Government Pools, but only for the period of time required to develop a comprehensive draw-down schedule for the project for which the proceeds are intended, the maximum being 60 days, at which time the funds representing bond proceeds must be prudently diversified.

X. SELECTION OF BROKER/DEALERS

The Town shall maintain a list of approved security broker/dealers maintaining minimum capital of \$10,000,000 and being in business for at least five years. These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule). Securities may only be purchased from those authorized institutions and firms identified in the above list.

Broker/dealers and other financial institutions will be selected by the CFO on the basis of expected financial stability, experience in selling fixed income securities to other local governments as well as perceived ability to service the Town's account. Each broker/dealer authorized to conduct business with the Town, shall be required to submit a Broker/Dealer questionnaire as well as updated financial statements. In addition, all firms shall provide a detailed resume of the firm's primary sales representative, appropriate references and wiring instructions. The CFO shall maintain a file on each firm containing the most recent information.

The CFO shall review the quality of service and financial stability of each broker/dealer and financial institution approved under this Section at least annually. Any approved broker/dealer or financial institution may be removed from the list of approved broker/dealers with the approval of the CFO, if in the opinion of the CFO, the firm has not performed adequately or its financial condition is considered inadequate. The City Council shall, at least annually, review, revise, and adopt the list of qualified broker/dealers and financial institutions which are authorized to engage in investment transactions with the Town.

All business organizations eligible to transact investment business with the Town shall be presented a written copy of this Policy. The qualified representative of the business organization seeking to transact investment business with the Town shall execute a written instrument substantially to the effect that the qualified representative has:

- 1) Received and thoroughly reviewed this Policy, and
- 2) Acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities with the Town.

The Town shall not enter into an investment transaction with a business organization prior to receiving the written instrument described above. In addition, each Investment Advisor appointed by the Town shall execute the written instrument described above.

If the City Council has contracted with a Registered Investment Advisor for the management of its funds, the advisor shall be responsible for performing due diligence on and maintaining a list of broker/dealers with which it shall transact business on behalf of the Town. The advisor shall determine selection criteria. The advisor shall annually present a list of its authorized broker/dealers to the Town for review and likewise shall execute the aforementioned written instrument stating that the advisor has reviewed the Town's investment policy and has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities with the Town. The advisor shall obtain and document competitive bids and offers on all transactions and present these to the Town as part of its standard trade documentation.

XI. SELECTION OF DEPOSITORIES

Certificates of Deposit (CD) may be placed with banking institutions doing business in the state of Texas which offer competitive and documented interest rates, both at or above interest rates available on government securities to similar maturity dates. All deposits exceeding the current FDIC deposit insurance amount shall be fully collateralized in order to be eligible as Town investments.

In addition to maintaining proper collateral, bank financial positions shall be considered to best assure prudent investment. Relevant criteria shall include capital ratios, liquidity, profitability and asset growth. Information sources for financial data may include www.bankrate.com and the FDIC website at www.fdic.gov. Because the financial condition of banks may change rapidly, primary focus shall be on maintaining adequate levels of collateral to support deposit amounts. If the Town utilizes the services of an investment advisor, the advisor shall assist in the evaluation of both the financial institution and assigned collateral.

XII. SAFEKEEPING AND CUSTODY

Investment securities purchased for the Town will be delivered by either book entry or physical delivery and shall be held in third-party safekeeping by a Federal Reserve Member financial institution designated as the Town's safekeeping and custodian bank. The Town may designate more than one (1) custodian bank. In no event shall the

Town's custodial or safekeeping institution also be the counterparty (broker or dealer) to the purchase or sale of those securities. The Town shall execute a written Safekeeping Agreement with each bank prior to utilizing the custodian's safekeeping services. Only a state or national bank located within the State of Texas may be utilized as a custodian of securities pledged to secure certificates of deposit. The safekeeping agreement must provide that the safekeeping bank will immediately record the receipt of purchased or pledged securities in its books and promptly issue and deliver a signed safekeeping receipt showing the receipt and the identification of the security, as well as the Town's perfected interest.

The CFO shall maintain a list of designated custodian banks and a copy of the Safekeeping Agreement executed with each custodian bank.

The Town must approve release of securities, in writing, prior to their removal from the custodial account. A telephonic facsimile of a written authorization shall be sufficient if the custodian orally confirms receipt of the transmission and an exact copy of the document is retained in the Town's files.

All securities shall be confirmed in the name of the Town and delivered to an approved custodial bank or carried at a Federal Reserve Bank in the name of the Town. The Custodian shall not otherwise deposit purchased or pledged securities. All book entry securities, owned by the Town, shall be evidenced by a safekeeping receipt issued to the Town and signed by the appropriate officer at the custodian bank stating that the securities are held in the Federal Reserve system in a CUSTOMER ACCOUNT naming the Town as the "customer". In addition, the custodian bank will, when requested, furnish a copy of the delivery advice received by the custodian bank from the Federal Reserve Bank.

The original safekeeping receipt for each transaction including purchased securities under a repurchase agreement and collateral securing deposits will be forwarded to the CFO or his designee and held in a secured file by the Town.

Securities delivered as part of a repurchase agreement may be held with an independent third-party safekeeping agent, provided that they are fully registered in the Town's name, segregated in account designated in the name of the Town and governed by a fully executed custodial agreement.

XIII. RECORDKEEPING AND REPORTING

A record shall be maintained of all bids and offerings for securities transactions in order to ensure that the Town receives competitive pricing. All transactions shall be documented by the person authorizing the transaction in a form that shows that person's name, the party instructed to execute the transaction, the date, a description of the transaction and a brief statement of the reason(s) for the transaction.

Each depository institution of the Town's funds and purchased securities shall maintain separate, accurate and complete records relating to all deposits of the Town's funds, the securities pledged to secure such deposits and all transactions relating to the pledged securities. Each approved custodian shall maintain separate, accurate and complete records relating to all securities received on behalf of the Town, whether pledged, purchased or subject to repurchase agreement, as well as all transactions related to such securities. In addition, each depository shall file all reports required by the Texas State Depository Board. Each depository and custodian shall agree to make all the records described in this paragraph available to the CFO's designee and the Town's auditors at any reasonable time.

At least once each quarter, the CFO or investment officers shall verify that all securities owned by the Town or pledged to the Town are held in safekeeping in the Town's custodial bank with proper documentation. At least annually the Town's investment program, including the records of custodians and depositories, shall be audited by independent certified public accountants selected by the City Council. This annual audit shall include a compliance audit of the management controls on investments and adherence to the Town's Investment Policy and strategies.

All broker/dealers, custodians, depositories, and investment advisors shall maintain complete records of all transactions that they conducted on behalf of the Town and shall make those records available for inspection by the CFO or other representatives designated by the City Council or City Manager.

All sales of securities for less than the book value of the security shall be approved by the CFO and reported to the City Council at the next regular meeting. Sales of securities for less than 98 percent of the book value of the securities must be approved by both the City Manager and the CFO.

All contracted Investment Advisors shall report at least monthly on the straight-line book value, the market value of investment holdings, and total earnings yield and such other information required by the CFO. Unrealized profits or losses in the Town's investment portfolio will be disclosed but will not be used in the calculation of income earned for the month. Contracted Investment Advisors shall provide monthly reports to the CFO no later than 15 business days following receipt of all depository bank statements, investment pool statements and money market fund statements as necessary to provide a full accounting of the Town's investment and cash position.

An investment report shall be prepared by the CFO within 60 days of the quarter end that:

- a) Describes in detail the investment position of the Town;
- b) States the reporting period beginning book and market values, additions or changes to the book and market values during the period and ending book and market values for the period of each pooled fund group;
- c) States the reporting period beginning book and market value and ending book and market value for each investment security by asset type and fund type;
- d) States the maturity date of each investment security;
- e) States the fund for which each investment security was purchased;
- f) States fully accrued interest for the reporting period;
- g) States the compliance of the investment portfolio with the Town's Investment Policy, Investment Strategy Statement and the Public Funds Investment Act;
- h) Summarizes quarterly transactions, including a detailed list of the gains and losses recognized; and
- i) Explains the total earnings yield during the previous quarter and compares the portfolio's performance to other benchmarks of performance.

This report will be presented to the City Council and signed by all of the Town's Investment Officers. .

Market valuations of investments shall be provided by the Investment Advisor on a monthly basis. The Investment Advisor shall use independent market pricing sources including, but not limited to, Interactive Data Corporation (IDC) and Bloomberg, to monitor the market price of investments acquired with the Town's funds.

Within 60 days after the end of the Town's fiscal year the CFO shall prepare, sign and deliver to the City Manager and the City Council an annual report on the Town's investment program and investment activity which has also been signed by each officer and employee of the Town authorized to conduct any of the Town's investment activity. The annual report shall include full year earnings yield. Such annual report shall include an analysis of the compliance with this Policy as well as changes in applicable laws and regulations during the previous year and may include any other items of significance related to the investment program.

If the Town places funds in any investment other than registered investment pools or accounts offered by its depository bank, the above reports shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the City Council.

XIV. ETHICS AND CONFLICTS OF INTEREST

Officers and employees of the Town involved in the investment process shall refrain from personal business activity that involves any of the Town's approved custodians, depositories, broker/dealers, or investment advisors and shall refrain from investing in any security issue held by the Town. Employees and officers shall not utilize investment advice concerning specific securities or classes of securities obtained in the transaction of the Town's business for personal investment decisions, shall in all respects subordinate their personal investment transactions to those of the Town particularly with regard to the timing of purchases and sales and shall keep confidential all investment advice obtained on behalf of the Town, and all transactions contemplated and completed by the Town, except when disclosure is required by law.

All Investment Officers of the Town shall file with the Texas Ethics Commission and the City Council a statement disclosing any personal business relationship with business organization seeking to sell investments to the Town or any relationship within the second degree by affinity or consanguinity to an individual seeking to sell investments to the Town.

XV. COLLATERAL REQUIREMENTS

Any deposits exceeding FDIC insurance limits shall be fully collateralized by securities listed in items "a" and "b" below, and the collateral shall be held by a third party custodian bank approved by the Town.

- a. Direct obligations of the United States government; U.S. Treasury Bills, U.S. Treasury Notes, U.S. Treasury Bonds, and U.S. Treasury Strips (book entry U.S. Treasury securities whose coupon has been removed).
- b. Senior debt obligations issued by, guaranteed by, or for which the credit of any of the following Federal Agencies and Instrumentalities is pledged for payment: Government National Mortgage Association (GNMA), Federal National Mortgage Association (FNMA), Federal Home Loan Bank (FHLB), Federal Farm Credit Bank (FFCB), and Federal Home Loan Mortgage Corporation (FHLMC). Mortgage-backed securities are eligible as collateral, but principal-only and interest-only mortgage-backed securities and collateralized mortgage obligations (CMOs) and real estate mortgage investment conduits (REMICs) are expressly prohibited.

Consistent with the requirements of State law, the Town requires all bank and savings bank deposits to be federally insured or collateralized with eligible securities. Financial institutions serving as Town depositories will be required to sign a Security Agreement with the Town and the Town's custodian. The agreement shall define the Town's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- a. The Agreement must be in writing;
- b. The Agreement has to be executed by the Depository and the Town contemporaneously with the acquisition of the asset;
- c. The Agreement must be approved by the Board of Directors or the loan committee of the Depository and a copy of the meeting minutes must be delivered to the Town; and
- d. The Agreement must be part of the Depository's "official record" continuously since its execution.

XVI. POLICY REVISIONS

The Investment Policy and Investment Strategy Statements will be reviewed at least annually by the CFO and the City Council and may be amended as conditions warrant by the City Council.

EXHIBIT B

TOWN OF ADDISON

APPROVED BROKER/DEALERS

For

FY 2012-13

Adopted:
September 25, 2012



FirstSouthwest Asset Management, Inc.
Approved Broker/Dealers
September 2012

Barclays Capital
BNP Paribas
Cantor Fitzgerald & Co
Citigroup Global Markets
Coastal Securities
Credit Suisse
Deutsche Bank / Alex Brown
Daiwa Capital Markets
FTN Financial
G.X. Clarke & Co.
Goldman, Sachs & Co
HSBC Securities
Jefferies & Co.
JP Morgan Chase
KeyBanc Capital Markets
Loop Capital Markets
Merrill Lynch (Bank of America)
Mesirow Financial
Mizuho Securities
Morgan Keegan & Co
Morgan Stanley & Co
Oppenheimer & Co.
Piper Jaffray & Co.
Raymond James
RBC Capital Markets
RBS Securities
Rice Financial
Robert W. Baird & Co.
Stifel, Nicolaus & Co.
TD Securities
UBS Securities
Weller, Anderson & Co.
Wells Fargo Securities
Williams Capital Group

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING CHAPTER 2 (ADMINISTRATION), ARTICLE IV (FINANCE), DIVISION 3 (INVESTMENT POLICY) AS SET FORTH HEREIN; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with State law the City Council of the Town of Addison, Texas (the “Town”) has heretofore adopted an investment policy regarding the investment of its funds and funds under its control; and

WHEREAS, the said investment policy is set forth in Division 3, Article IV, Chapter 2 of the City’s Code of Ordinances; and

WHEREAS, the City Council has reviewed the said investment policy and desires to amend the same as set forth herein.

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

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

Section 2. Amendment. Chapter 2 (Administration) of the Code of Ordinances (the “Code”) of the Town of Addison, Texas (the “Town”) is hereby amended in the following particulars, and all other chapters, articles, sections, subsections, paragraphs, phrases, and words are not amended but are ratified and confirmed:

A. Division 3 (Investment Policy) of Article IV (Finance) of Chapter 2 of the Code is amended as follows (additions are underlined; deletions are ~~struck through~~):

Sec. 2-201. Revisions.

This division and investment strategy statements will be reviewed at least annually by the Chief Financial Officer and the City Council and may be amended as conditions warrant by the City Council.

Sec. 2-202. Scope.

(a) The Public Funds Investment Act (V.T.C.A., Government Code ch. 2256) prescribes that each town is to adopt rules governing its investment practices and to define the authority of the investment officer. The following provisions of this division address the methods, procedures, and practices which must be exercised to ensure effective and judicious fiscal management of the Town's funds. This division shall not

apply to the selection, retention or other issues concerning the depositories of the Town's funds in demand and time deposits as provided under V.T.C.A., Local Government Code ch. 105.

(b) This division shall apply to the investment and management of all funds of the Town under its control, other than those expressly excluded herein or by applicable law or valid agreement. This division shall not supersede the restrictions on investment and use applicable to any specific fund and, in the event of any conflict between this division and the requirements of any fund subject to this division, the specific requirement applicable to such fund shall be followed as well as all other provisions of this division other than those in conflict. The employees deferred compensation agency fund is excluded from coverage under this policy.

(c) This division also requires the formal adoption of an "investment strategy statement" that specifically addresses each of the Town's fund groups. Each investment strategy statement will describe its objectives concerning:

- (1) Suitability of investment type;
- (2) Preservation and safety of principal;
- (3) Liquidity;
- (4) Marketability of each investment;
- (5) Diversification of the portfolio; and
- (6) Yield.

(d) In order to make effective use of the Town's resources, all monies shall be pooled into one investment bank account, except for those monies required to be accounted for in other bank accounts as stipulated by applicable laws, bond covenants or contracts. The income derived from this pooled investment account shall be distributed in accordance with the Town's internal procedures.

Sec. 2-203. Objectives.

The Town's principal investment objectives in order of priority are:

- (1) Conformance with all federal regulations, state statutes and other legal requirements including the Town Charter and Town ordinances, including this division.
- (2) Preservation of capital and the protection of investment principal.
- (3) Maintenance of sufficient liquidity to meet anticipated disbursements and cash flows.

- (4) Diversification to avoid incurring unreasonable risks regarding securities owned.
- (5) Attainment of a market rate of return equal to or higher than the performance measure established from time to time by the Chief Financial Officer of the Town which is commensurate with the acceptable risk and liquidity objectives of this policy.

Sec. 2-204. Delegation of Authority.

(a) The City Manager appoints the Chief Financial Officer and the Chief Financial Officer's designee(s) as the "investment officers" of the Town. Direct management responsibility for the investment program is delegated by the City Council to the Chief Financial Officer (hereinafter referred to as the "CFO"). The investment officers' authority will at all times be limited by all applicable laws and regulations in effect from time to time and this policy. The investment officers shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the investing entity.

(b) With written approval from the City Manager, the CFO may delegate any phase of the investment management program to any of the investment officers. Such approval shall state specifically the functions such person is authorized to perform or that the person is authorized to perform all activities of the CFO under this division. The CFO shall obtain and maintain, at the Town's expense, fidelity bonds for the CFO and each of the CFO's designees in amounts determined adequate by the CFO (which shall not be less than 5% of the amounts subject to this policy) for each fiscal year as shown by the approved budget. No person may engage in an investment transaction except as provided under the terms of this division and the internal procedures established by the CFO. A current list of persons authorized to transact investment business and wire funds on behalf of the Town shall be maintained by the CFO.

(c) The CFO shall develop and maintain written administrative procedures for the operation of the investment program consistent with this policy. The controls shall be designed to prevent, identify and control losses of public funds arising from deviation from this policy, fraud, employee error, misrepresentation by third parties, or imprudent actions by employees and officers of the Town.

(d) In the discretion of the City Council and in any event upon the termination or reassignment of any investment officer authorized to conduct transactions for the Town pursuant to this division, the authority of such person shall be revoked and such revocation of authority shall be immediately communicated by the CFO orally and in writing to each and every depository, broker/dealer, investment advisor, custodian and other agency or entity with whom the Town has any existing or continuing relationship in the management of its investments.

(e) The CFO and all investment officers shall attend at least one training session relating to the Treasurer's or officer's responsibilities within 12 months after taking office

or assuming duties; and attend a training session not less than once in a two-year period that begins on the first day of the Town's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than 10 hours of training. Such training from an independent source shall be approved or endorsed by either Government Finance Officers Association, Government Finance Officers Association of Texas, Government Treasurers Organization of Texas, Texas Municipal League, or the North Central Texas Council of Governments to include education in investment controls, security risks, strategy risks, market risks, and compliance with the Public Funds Investment Act (V.T.C.A., Government Code ch. 2256).

Sec. 2-205. Investment Advisors.

(a) The Town may, in the discretion of the CFO, and with the approval of the City Council, appoint one or more investment advisors to assist the Town's financial staff in the management of the Town's funds. The investment advisor must be registered with the Securities and Exchange Commission under the Investment Advisors Act of 1940 and also be registered with the Texas State Securities Board as an investment advisor. To be eligible for consideration, an investment advisor shall demonstrate to the CFO knowledge of, and experience in, the management of public funds. The CFO will satisfy himself as to the advisor's qualifications by all appropriate means, including reference checks with the advisor's other clients, the State Securities Board and the Securities and Exchange Commission. An appointed investment advisor shall act solely in an advisory and administrative capacity, within the guidelines of this division, and without any discretionary authority to transact business on behalf of the Town.

(b) Each investment advisor appointed by the Town shall agree that its investment advice shall at all times be given with the judgment and care, under circumstances then prevailing, which persons paid for their special prudence, discretion and intelligence, in such matters exercise in the management of their client's affairs, not for speculation by the client or production of fee income by the advisor or broker, but for investment by the client with emphasis on the probable safety of the capital while considering the probable income to be derived.

(c) Appointment of an investment advisor shall otherwise be according to the Town's normal purchasing procedures for selecting professional services. Any approved investment advisor may be terminated with the approval of the City Manager if in the opinion of the CFO the advisor has not performed adequately. The term of any investment advisor contract may not exceed five years. Any renewal or extension of an investment advisor contract must be made by the City Council by resolution.

Sec. 2-206. Standard of Care.

(a) As provided for in the V.T.C.A., Government Code § 2256.006(a), the standard of care for the Town's investments shall be that such "investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for

speculation, but for investment, considering the probable safety of capital and the probable income to be derived."

(b) The overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The CFO and the investment officers shall recognize that the investment activities of the Town are a matter of public record.

(c) The CFO and the investment officers, acting in accordance with written procedures and exercising the proper standard of care, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided that this division and the CFO's procedures were followed. In determining whether the CFO or an investment officer has exercised the proper standard of care, all investments over which the individual had responsibility will be considered rather than a single investment.

Sec. 2-207. Authorized Securities Investments.

Subject to any limitations otherwise imposed by applicable law, regulations, bond indentures or other agreements, (including, but not limited to, V.T.C.A., Government Code ch. 2256), the following securities and deposits are the only ones permitted as investments for the Town's funds:

(1) Direct obligations of the United States government with a maturity not to exceed five (5) years from the date of purchase; U.S. Treasury Bills, U.S. Treasury Notes, U.S. Treasury Bonds, and U.S. Treasury Strips (book entry U.S. Treasury securities whose coupon has been removed).

(2) Senior debt obligations with a maturity not to exceed five (5) years from the date of purchase issued by, guaranteed by, or for which the credit of any of the following federal agencies and instrumentalities is pledged for payment: Federal National Mortgage Association (FNMA), Federal Home Loan Bank (FHLB), Federal Farm Credit Bank (FFCB), and Federal Home Loan Mortgage Corporation (FHLMC). Mortgage-backed securities may be held as collateral although principal-only and interest-only mortgage-backed securities as well as all types of collateralized mortgage obligations (CMO) and real estate mortgage investment conduits (REMICs) are expressly prohibited.

(3) Bonds or other interest bearing obligations of which the principal and interest are guaranteed by the full faith and credit of the United States government, or fully insured by the Federal Deposit Insurance Corporation (FDIC), with a stated maturity not to exceed five years from the date of purchase.

(4) Time certificates of deposit with a maturity not to exceed three (3) years from the date of purchase, insured by the Federal Deposit Insurance Corporation (FDIC) or its successor, in depository institutions that have a main office or a branch office in the State of Texas which have been approved by the Town in accordance with section XI of this investment policy.

In addition, separate CDs issued by depositories wherever located, bundled together into a single investment with the full amount of principal and interest of each CD federally insured may be purchased through a broker that has its main office or a branch office in Texas and is selected from a list adopted by the City Council, or from a depository institution with its main office or branch office in Texas. The broker or depository shall act as the custodian for the various certificates on behalf of the Town.

(5) Prime commercial paper with an original maturity of one hundred eighty (180) days or less which at the time of purchase, is rated at least: A-1 by Standard & Poor's, P-1 by Moody's, or F1 by Fitch.

a. At the time of purchase, the commercial paper must be rated by at least two (2) of the above stated ratings agencies at the above stated minimum credit rating.

b. If more than two (2) of the above stated agencies rates and issuer, all the rating agencies must rate the issuer in accordance with the above stated minimum credit criteria.

c. If the commercial paper issuer has senior debt* outstanding, the senior debt must be rated by each service that publishes a rating of the issue at least: A-1 by Moody's, A+ by Standard & Poor's, and A+ by Fitch.

* Senior Debt is defined as the most senior secured or unsecured debt of an issuer with an original maturity exceeding one year.

If the commercial paper issuer is given a "plus (+) rating", the maximum maturity of two hundred seventy (270) days or less will be allowed.

(6) Eligible bankers acceptances with original maturities not exceeding 180 days, issued on domestic banks operating under the banking laws of the United States, whose senior long term debt is rated, at the time of purchase, A-1 or higher by Moody's, A+ by Standard and Poor's, or A+ by Fitch.

(7) Repurchase agreements with a defined termination date of 90 days or less on U.S. Treasury and federal agency securities listed in subsections (1) and (3) of this section, collateralized initially at a minimum market value of 102% of the dollar value of the transaction, with the accrued interest accumulated on the collateral included in the calculation. An exception to the maturity may be made for bond proceeds, provided the repurchase agreement allows for multiple draws at the Town's discretion and the maturity date does not exceed the expected final expenditure date.

If the market value of the collateral falls below 101% of the dollar value of the transaction, the collateral will be required to be brought up to the 102% initial maintenance level. A repurchase agreement is defined as a simultaneous agreement to buy, hold for 90 days or less, and then sell back an obligation described in this subsection

(7), the principal and interest of which are guaranteed by the United States. Repurchase agreements shall be entered into only with dealers who:

- a. Are recognized as primary reporting dealers with the Market Reports Division of the Federal Reserve Board of New York; and
- b. Have an executed, Town approved Master Repurchase Agreement. Collateral (purchased securities) shall be held by the Town's custodian bank or in a segregated account registered in the name of the Town of Addison with an approved third-party safekeeping agent, and the market value of the collateral securities shall be marked-to-the-market no less than weekly.

For the purpose of this subsection (7) the term "collateral" shall mean "purchased securities" under the terms of the Town approved master repurchase agreement. Collateral bearing no coupon will have a maturity not to exceed five (5) years. All other eligible collateral shall have a maturity limit of 10 years. The term "repurchase agreements" includes reverse repurchase agreements. The term of a reverse repurchase agreement shall not exceed 90 days and any investments acquired with the proceeds from the reverse repurchase agreement shall not exceed the term of that agreement.

(8) Money market funds meeting each of the following criteria:

- a. Registered with and regulated by the Securities and Exchange Commission;
- b. Has provided the Town with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940;
- c. No commission fee shall be charged on purchases or sales of shares;
- d. Have an objective of maintaining a constant daily net asset value of \$1.00 per share;
- e. Limit assets of the fund to those securities listed in subsections (1), (2), (3) and (7) of this section; and
- f. Have a maximum stated maturity of 13 months and dollar-weighted average portfolio maturity of not more than 60 days. A list of approved money market funds shall be kept by the CFO.

(9) State investment pools organized under the Interlocal Cooperation Act (V.T.C.A., Government Code ch. 791) that meet the requirements of V.T.C.A., Government Code ch. 2256, and have been specifically approved by the CFO and authorized by the City Council.

(10) Local investment pools organized under the Interlocal Cooperation Act (V.T.C.A., Government Code ch. 791) that meet the requirements of V.T.C.A.,

Government Code ch. 2256, and have been specifically approved by the CFO and authorized by the City Council.

(11) Direct obligations of the state or its agencies rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent with a maturity not to exceed two (2) years from the date of purchase.

(12) Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the state or the United States with a maturity not to exceed two (2) years from the date of purchase.

Sec. 2-208. Other Investment Guidelines.

(a) The Town seeks active management of its portfolio assets. In the effort of meeting the objectives of this policy, the Town may, from time to time, sell securities that it owns in order to better position its portfolio assets. Sales of securities prior to maturity shall be documented and approved by the CFO before such a transaction is consummated. Sales of securities yielding net proceeds less than 98% of the book value of the securities must be approved in advance and in writing by both the City Manager and the CFO.

(b) Each investment transaction must be based upon competitive quotations received from at least three (3) broker/dealers who have been approved by the Town in accordance with state law.

(c) The purchase and sale of all securities shall be on a delivery-versus-payment or payment-versus-delivery basis (i.e., for securities purchases, monies will not be released by the Town's safekeeping bank until securities are received at the Federal Reserve Bank for further credit to the Town's safekeeping bank. In the case of securities sales, monies will be received by the Town's safekeeping bank via the Federal Reserve Bank as the securities are simultaneously released to the purchaser). In this manner, the Town will always have possession of either its securities or its monies.

(d) An investment that requires a minimum credit rating does not qualify as an authorized securities investment during the period the investment does not have the minimum credit rating even if the investment had the appropriate rating at the time of purchase. The investment officers shall take all prudent measures that are consistent with this division to liquidate an investment that does not have the minimum rating.

Sec. 2-209. Portfolio Maturities.

(a) Maturities shall be selected which provide for both stability of income and reasonable liquidity.

(b) At all times the Town shall maintain 10% of its total investment portfolio in instruments maturing in 90 days or less. The weighted average maturity of all securities and certificates of deposit in the Town's total investment portfolio at any given time (excluding cash and demand deposits) shall not exceed one and one-half (1½) years.

(c) In the case of callable securities, the first "call" date may be used as the "maturity" date for investment purposes in this section if, in the opinion of the CFO, there is little doubt that the security will be called prior to maturity. At all times the stated final maturity shall be used in portfolio average life calculations and reported as outlined in this division.

(d) Investment of bond proceeds shall be invested in the investment types listed in section 2-207(1) through (3) and (8) through (10) of this Chapter 2 for a period of time not to exceed five (5) years. Additionally, bond proceeds may be invested in a repurchase agreement that exceeds 90 days if reductions are allowed from the agreement without penalty for legitimate bond proceeds expenditures and the final maturity is within the "temporary period" as defined by the Internal Revenue Service (this arrangement is commonly referred to as a "flexible repurchase agreement").

Sec. 2-210. Investment Limits.

(a) It is the policy of the Town to avoid concentration of assets in a specific maturity, a specific issue, or a specific class of securities, with the exception of U.S. Treasury issues listed in subsection 2-66(1). The asset allocation in the portfolio should, however, be flexible depending upon the outlook for the economy and the securities markets.

(b) The Town will not exceed the following maximum limits as a percentage of the total portfolio for each of the categories listed below:

TABLE INSET:

Categories	Percentage
Money market funds as outlined in subsection 2-207(8)	20
Certificates of deposit	30
Commercial paper	30
Bankers' acceptances	30
Local government investment pools as authorized in subsection 2-207(8) and (10)	40
State government investment pools as authorized in subsection 2-207(9)	70
Instrumentality securities described in subsection 2-207(2)	70

(c) In addition to the limitations set forth above, the Town's investment in any single money market fund shall never exceed 10% of the total assets of the money market fund.

(d) The CFO and investment officers shall evaluate how each security purchased fits into the Town's overall investment strategy.

(e) The amount of investments in U.S. Treasury and Agency Securities and Repurchase Agreements backed by those securities, as defined in subsections 2-66(1), (3) and (7), shall at no time be less than 30% of the total portfolio. There shall be no maximum limits on these investments.

(f) Bond proceeds shall be exempt from the maximum limitation stated above for state government investment pools, but only for the period of time required to develop a comprehensive draw schedule for the project for which the proceeds are intended, the maximum being 60 days, at which time the funds representing bond proceeds must be prudently diversified.

Sec. 2-211. Selection of Brokers/Dealers.

(a) The Town shall maintain a list of approved security broker/dealers maintaining minimum capital of \$10,000,000 and being in business for at least five years. These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule). Securities may only be purchased from those authorized institutions and firms identified in the above list.

(b) Broker/dealers and other financial institutions will be selected by the CFO on the basis of their expected financial stability, experience in selling fixed income securities to other local governments as well as perceived ability to service the Town's account. Each broker/dealer authorized to conduct business with the Town shall be required to submit to the Town a broker/dealer questionnaire as well as updated financial statements. In addition, all firms shall provide a detailed resume of the firm's primary sales representative, appropriate references and wiring instructions. The CFO shall maintain a file on each firm containing the most recent information.

(c) The CFO shall review the quality of service and financial stability of each broker/dealer and financial institution approved under this section at least annually. Any approved broker/dealer or financial institution may be removed from the list of approved broker/dealers with the approval of the CFO if, in the opinion of the CFO, the firm has not performed adequately or its financial condition is considered inadequate. The City Council shall, at least annually, review, revise and adopt the list of qualified broker/dealers and financial institutions which are authorized to engage in investment transactions with the Town.

(d) All business organizations eligible to transact investment business with the Town shall be presented a written copy of this policy. The qualified representative of the business organization seeking to transact investment business with the Town shall execute a written instrument substantially to the effect that the qualified representative has:

- (1) Received and thoroughly reviewed this policy, and

(2) Acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities with the Town.

(e) The Town shall not enter into an investment transaction with a business organization prior to receiving the written instrument described above. In addition, each investment advisor appointed by the Town shall execute the written instrument described above.

(f) If the City Council has contracted with a registered investment advisor for the management of its funds, the advisor shall be responsible for performing due diligence on and maintaining a list of broker/dealers with which it shall transact business on behalf of the Town. The advisor shall determine selection criteria. The advisor shall annually present a list of its authorized broker/dealers to the Town for review and likewise shall execute the aforementioned written instrument stating that the advisor has reviewed the Town's investment policy and has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities with the Town. The advisor shall obtain and document competitive bids and offers on all transactions and present these to the Town as part of its standard trade documentation.

Sec. 2-212. Selection of Depositories.

(a) Certificates of Deposit (CD) may be placed with banking institutions doing business in the State of Texas which offer competitive and documented interest rates, both at or above interest rates available on government securities to similar maturity dates. All deposits exceeding the current FDIC deposit insurance amount shall be fully collateralized in order to be eligible as Town investments.

(b) In addition to maintaining proper collateral, bank financial positions shall be considered to best assure prudent investment. Relevant criteria shall include capital ratios, liquidity, profitability and asset growth. Information sources for financial data may include www.bankrate.com and the FDIC website at www.fdic.gov. Because the financial condition of banks may change rapidly, primary focus shall be on maintaining adequate levels of collateral to support deposit amounts. If the Town utilizes the services of an investment advisor, the advisor shall assist in the evaluation of both the financial institution and assigned collateral.

Sec. 2-213. Safekeeping and Custody.

(a) Investment securities purchased for the Town will be delivered by either book entry or physical delivery and shall be held in third-party safekeeping by a Federal Reserve member financial institution designated as the Town's safekeeping and custodian bank. The Town may designate more than one (1) custodian bank. In no event will the Town's custodial or safekeeping institution also be a counterparty (broker or dealer) to the purchase or sale of those securities. The Town shall execute a written safekeeping agreement with each bank prior to utilizing the custodian's safekeeping services. Only a state or national bank located within the state may be utilized as a custodian of securities

pledged to secure certificates of deposit. The safekeeping agreement must provide that the safekeeping bank will immediately record the receipt of purchased or pledged securities in its books and promptly issue and deliver a signed safekeeping receipt showing the receipt and the identification of the security, as well as the Town's perfected interest.

(b) The CFO shall maintain a list of designated custodian banks and a copy of the safekeeping agreement executed with each custodian bank.

(c) The Town must approve release of securities, in writing, prior to their removal from the custodial account. A telephonic facsimile of a written authorization shall be sufficient if the custodian orally confirms receipt of the transmission and an exact copy of the document is retained in the Town's files.

(d) All securities shall be confirmed in the name of the Town and delivered to an approved custodial bank or carried at a Federal Reserve Bank in the name of the Town. The custodian shall not otherwise deposit purchased or pledged securities. All book entry securities owned by the Town shall be evidenced by a safekeeping receipt issued to the Town and signed by the appropriate officer at the custodian bank stating that the securities are held in the Federal Reserve System in a customer account naming the Town as the "customer." In addition, the custodian bank will, when requested, furnish a copy of the delivery advice received by the custodian bank from the Federal Reserve Bank.

(e) The original safekeeping receipt for each transaction including purchased securities under a repurchase agreement and collateral securing deposits will be forwarded to the CFO or his designee and held in a secured file by the Town.

(f) Securities delivered as part of a repurchase agreement may be held with an independent third-party safekeeping agent, provided that they are fully registered in the Town's name, segregated in account designated in the name of the Town and governed by a fully executed custodial agreement.

Sec. 2-214. Recordkeeping and Reporting.

(a) A record shall be maintained of all bids and offerings for securities transactions in order to ensure that the Town receives competitive pricing. All transactions shall be documented by the person authorizing the transaction in a form that shows that person's name, the party instructed to execute the transaction, the date, a description of the transaction and a brief statement of the reason for the transaction.

(b) Each depository institution of the Town's funds and purchased securities shall maintain separate, accurate and complete records relating to all deposits of the Town's funds, the securities pledged to secure such deposits and all transactions relating to the pledged securities. Each approved custodian shall maintain separate, accurate and complete records relating to all securities received on behalf of the Town, whether pledged, purchased or subject to repurchase agreement, as well as all transactions related

to such securities. In addition, each depository shall file all reports required by the Texas State Depository Board. Each depository and custodian shall agree to make all the records described in this subsection available to the CFO's designee and the Town's auditors at any reasonable time.

(c) At least once each quarter, the CFO shall verify that all securities owned by the Town or pledged to the Town are held in safekeeping in the Town's custodial bank with proper documentation. At least annually, the Town's investment program, including the records of custodians and depositories, shall be audited by independent certified public accountants selected by the City Council. This annual audit shall include a compliance audit of the management controls on investments and adherence to the Town's investment policy and strategies.

(d) All broker/dealers, custodians, depositories and investment advisors shall maintain complete records of all transactions that they conducted on behalf of the Town and shall make those records available for inspection by the CFO or other representatives designated by the City Council or City Manager.

(e) All sales of securities for less than the book value of the security shall be approved by the CFO and reported to the City Council at the next regular meeting. Sales of securities for less than 98% of the book value of the securities must be approved by both the City Manager and the CFO.

(f) All contracted investment advisors shall report at least monthly on the straight-line book value, the market value of investment holdings, and total earnings yield and such other information required by the CFO. Unrealized profits or losses in the Town's investment portfolio will be disclosed but will not be used in the calculation of income earned for the month. Contracted investment advisors shall provide monthly reports to the CFO no later than 15 business days following receipt of all depository bank statements, investment pool statements and money market fund statements as necessary to provide a full accounting of the Town's investment and cash position.

(g) An investment report shall be prepared by the CFO within 60 days of the quarter end that:

- (1) Describes in detail the investment position of the Town;
- (2) States the reporting period beginning book and market values, additions or changes to the book and market values during the period and ending book and market values for the period of each pooled fund group;
- (3) States the reporting period beginning book and market value and ending book and market value for each investment security by asset type and fund type;
- (4) States the maturity date of each investment security;
- (5) States the fund for which each investment security was purchased;

- (6) States fully accrued interest for the reporting period;
- (7) States the compliance of the investment portfolio with the Town's investment policy, investment strategy statement and the Public Funds Investment Act (V.T.C.A., Government Code ch. 2256);
- (8) Summarizes quarterly transactions, including a detailed list of the gains and losses recognized; and
- (9) Explains the total earnings yield during the previous quarter and compares the portfolio's performance to other benchmarks of performance.

This report will be presented to the City Council and signed by all of the Town's investment officers.

(h) Market valuations of investments shall be provided by the investment advisor on a monthly basis. The investment advisor shall use independent market pricing sources including, but not limited to, Interactive Data Corporation (IDC) and Bloomberg, to monitor the market price of investments acquired with the Town's funds.

(i) Within 60 days after the end of the Town's fiscal year, the CFO shall prepare, sign and deliver to the City Manager and the City Council an annual report on the Town's investment program and investment activity which has also been signed by each officer and employee of the Town authorized to conduct any of the Town's investment activity. The annual report shall include full year earnings yield. Such annual report shall include an analysis of the compliance with this article as well as changes in applicable laws and regulations during the previous year and may include any other items of significance related to the investment program.

(j) If the Town places funds in any investment other than registered investment pools or accounts offered by its depository bank, the above reports shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the City Council.

Sec. 2-215. Ethics and Conflicts of Interest.

(a) Officers and employees of the Town involved in the investment process shall refrain from personal business activity that involves any of the Town's approved custodians, depositories, broker/dealers, or investment advisors and shall refrain from investing in any security issue held by the Town. Employees and officers shall not utilize investment advice concerning specific securities or classes of securities obtained in the transaction of the Town's business for personal investment decisions, shall, in all respects, subordinate their personal investment transactions to those of the Town, particularly with regard to the timing of purchases and sales and shall keep confidential all investment advice obtained on behalf of the Town and all transactions contemplated and completed by the Town, except when disclosure is required by law.

(b) All investment officers of the Town shall file with the Texas state ethics commission and the City Council a statement disclosing any personal business relationship with a business organization seeking to sell investments to the Town or any relationship within the second degree by affinity or consanguinity to an individual seeking to sell investments to the Town.

Sec. 2-216. Collateral Requirements.

Any deposits exceeding FDIC insurance limits shall be fully collateralized by securities listed in items "a" and "b" below, and the collateral shall be held by a third party custodian bank approved by the Town.

- a. Direct obligations of the United States Government; U.S. Treasury Bills, U.S. Treasury Notes, U.S. Treasury Bonds, and U.S. Treasury Strips (book entry U.S. Treasury securities whose coupon has been removed).
- b. Senior debt obligations issued by, guaranteed by, or for which the credit of any of the following Federal Agencies and Instrumentalities is pledged for payment: Government National Mortgage Association (GNMA), Federal National Mortgage Association (FNMA), Federal Home Loan Bank (FHLB), Federal Farm Credit Bank (FFCB), and Federal Home Loan Mortgage Corporation (FHLMC). Mortgage-backed securities are eligible as collateral, but principal-only and interest-only mortgage-backed securities and collateralized mortgage obligations (CMOs) and real estate mortgage investment conduits (REMICs) are expressly prohibited.

Consistent with the requirements of state law, the Town requires all bank and savings bank deposits to be federally-insured or collateralized with eligible securities. Financial institutions serving as Town depositories will be required to sign a security agreement with the Town and the Town's custodian. The agreement shall define the Town's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with federal and state regulations, including:

- a. The agreement must be in writing;
- b. The agreement has to be executed by the depository and the Town contemporaneously with the acquisition of the asset;
- c. The agreement must be approved by the Board of Directors or the loan committee of the depository and a copy of the meeting minutes must be delivered to the Town;
- d. The agreement must be part of the depository's "official record" continuously since its execution.

Sec. 2-217. Policy Revisions.

The investment policy and investment strategy statements will be reviewed at least annually by the CFO and the City Council and may be amended as conditions warrant by the City Council.

Section 3. Savings. This Ordinance shall be cumulative of all other ordinances of the Town affecting the Town's investment policy or investment strategy and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance.

Section 4. Severability. The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 5. Effective Date. This Ordinance shall become effective from and after its date of passage and approval.

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

Todd Meier, Mayor

ATTEST:

By: _____
Chris Terry, City Secretary

APPROVED AS TO FORM:

By: _____
John Hill, City Attorney

Council Agenda Item: #R8

AGENDA CAPTION:

Presentation, discussion, and consideration of approval of a resolution adopting the Town of Addison Investment Strategy for Fiscal Year 2012-2013.

FINANCIAL IMPACT:

There is no financial impact associated with the approval of the investment strategy.

BACKGROUND:

The Public Funds Investment Act (PFIA) requires the Council to annually review the Town's investment strategy. The Town's investment advisor, First Southwest Asset Management, has assisted staff with the development of the attached strategy. The investment strategy has been drafted to comply with all aspects of the PFIA.

For FY 2013, staff is not recommending any change to our investment strategy. The investment strategy has the following priorities (in order of importance):

- Understanding the suitability of the investment to the financial requirements of the Town
- Preservation and safety of principal
- Liquidity
- Marketability of the investment if the need arises to liquidate the investment prior to maturity
- Diversification of the investment portfolio

· Yield

RECOMMENDATION:

Staff recommends approval of the resolution approving the Town's FY 2013 investment strategy.

COUNCIL GOALS:

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

ATTACHMENTS:

Description:

- ▣ [FY13 Investment Strategy Statement](#)
- ▣ [Resolution to Adopt Investment Strategy](#)

Type:

- Exhibit
- Resolution Letter

EXHIBIT A

TOWN OF ADDISON

INVESTMENT STRATEGY STATEMENT

For

FY 2012-13

Adopted:
September 25, 2012

PREFACE

It is the policy of the Town of Addison that, giving due regard to the safety and risk of investment, all available funds shall be invested in conformance with State and Federal Regulations, applicable Bond Resolution requirements, and adopted Investment Policy.

In accordance with the Texas Public Funds Investment Act (Chapter 2256, Tex. Gov. Code), the City Council shall adopt Investment Strategy Statements that address the following priorities (in order of importance):

- Understanding the suitability of the investment to the financial requirements of the Town;
- Preservation and safety of principal;
- Liquidity;
- Marketability of the investment if the need arises to liquidate the investment prior to maturity;
- Diversification of the investment portfolio; and
- Yield

Effective investment strategy development coordinates the primary objectives of the Town's Investment Policy and cash management procedures with investment security risk/return analysis to enhance interest earnings and reduce investment risk. Aggressive cash management shall be utilized to increase the available "investment period" for all Town funds. Investment security maturity selections shall be based on cash flow requirements and market conditions to take advantage of interest earnings as viable and material revenue to all Town funds. The Town's portfolios shall be designed and managed in a manner responsive to the public trust and consistent with the Investment Policy.

INVESTMENT STRATEGY

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. Investment guidelines by fund-type are as follows:

Suitability – any investment eligible in the Investment Policy is suitable.

Safety of principal – all investments shall be of high quality securities with no perceived default risk. Market price fluctuations will, however, occur. By managing the weighted average days to maturity for the Operating fund portfolio to less than 270 days and restricting the maximum allowable maturity to five years, the price volatility of the overall portfolio will be minimized.

Liquidity – operating funds require the greatest short-term liquidity of any of the fund types. Short-term investment pools and money market mutual funds should provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Marketability – securities with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement. Historical market “spreads” between the bid and offer prices of a particular security-type of less than a quarter of a percentage point shall define an efficient secondary market.

Diversification – investment maturities should be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the Town. When conditions are favorable, market cycle risk will be reduced by diversifying the appropriate maturity structure out to three years. Adhering to the Investment Policy’s maximum investment-type limits (Section IX. INVESTMENT LIMITS) should restrict the exposure of the fund to any one-market sector.

Yield – attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury bill portfolio should be the minimum yield objective. The Town's Chief Financial Officer ("CFO") may also compare the operating fund’s performance to other appropriate benchmarks.

The Investment Policy permits the Town to sell securities from time to time that it owns in order to better position its portfolio assets. Sales of securities prior to maturity shall be documented and approved by the CFO before such a transaction is consummated. Sales of securities, yielding net proceeds less than ninety-eight (98) percent of the book value of the securities, must be approved in advance and in writing by both the City Manager and the CFO.

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS
ADOPTING AN INVESTMENT STRATEGY FOR FY 2012-13.**

WHEREAS, the Public Funds Investment Act (PFIA) requires the Council to annually review the Town's investment strategy; and,

WHEREAS, the Town's investment advisor, First Southwest Asset Management, has assisted staff with the development of the attached strategy; and,

WHEREAS, the investment strategy has been drafted to comply with all aspects of the PFIA; and,

WHEREAS, for FY 2012-13, staff is not recommending any change in our investment strategy; and,

WHEREAS, the investment strategy has the following priorities (in order of importance);

- » Understanding the suitability of the investment to the financial requirements of the Town
- » Preservation and safety of principal
- » Liquidity
- » Marketability of the investment if the need arises to liquidate the investment prior to maturity
- » Diversification of the investment portfolio
- » Yield

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

THAT the City Council does hereby approve adopting an investment strategy for FY 2012-13.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this 25th day of September, 2012.

Todd Meier, Mayor

ATTEST:

Chris Terry, City Secretary

Council Agenda Item: #R9

AGENDA CAPTION:

Presentation, discussion, and consideration of approval of an Ordinance amending Chapter 67, Special Events, of the Code of Ordinances by adding a provision requiring food and beverage vendors to pay a commission, and regarding selection of an in-house private label caterer, for service within the Addison Arts & Events District and at Visit Addison, deleting space rental fees for the Conference Centre, and providing for related items.

FINANCIAL IMPACT:

Item to be discussed at the Council meeting.

BACKGROUND:

Please see attached memo.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Continue to Attract Visitors

ATTACHMENTS:

Description:

📎 [Cover Memo](#)

📎 [Proposed Ordinance](#)

Type:

Cover Memo

Backup Material

MEMO

Date: September 20, 2012

To: Chris Terry, Assistant to the City Manager

From: Dannette Robberson

RE: Ordinance amending Chapter 67, Special Events of the Code of Ordinance and resolution regarding Addison Conference and Theatre Centre (ACTC) and Visit Addison Pricing



The attached ordinance and resolution are the culmination of discussions from the August 27, 2012 and September 4, 2012 work sessions of the city council regarding proposed changes to the operations of the Addison Conference and Theatre Centre and Visit Addison.

As discussed with the Mayor and Council, the proposed changes are designed to positively impact the financial picture of the facilities. The changes incorporate current industry best practices and competitive market analysis. They are as follows:

1. Adjustments to the ACTC and Visit Addison space rental fees to competitive market rates.
2. Replacement of the "Social" and "Corporate" rate categories with "Weekday" and "Weekend" rate categories respectively, which is standard industry best practice.
3. Addition of the Visit Addison space rental fees commensurate with competitive market rates.
4. Addition of a provision requiring food and beverage vendors to pay a commission to the Town for food and beverage gross receipt sales for events and functions held at ACTC and Visit Addison.
5. Addition of language which allows for the selection of a private-label, in-house caterer to provide catering for ACTC and Visit Addison event packages.

In addition to the operational changes, the Ordinance amending Chapter 67 allows establishment and modification of rental rates and fees through the City Council's approval by resolution or motion.

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING THE CODE OF ORDINANCES OF THE CITY BY AMENDING CHAPTER 67 (SPECIAL EVENTS) BY (I) ADDING A NEW SECTION 67-15A TO THE CODE PROVIDING FOR A FOOD AND BEVERAGE COMMISSION, AND THAT THE TOWN MAY SELECT AN EXCLUSIVE FOOD AND BEVERAGE CATERER, FOR EVENTS AND FUNCTIONS AT THE ADDISON ARTS AND EVENTS DISTRICT AND THE TOWN'S VISITOR CENTER, AND (II) AMENDING SECTION 67-17 BY DELETING SPACE RENTAL FEES AT THE ADDISON CONFERENCE AND THEATRE CENTRE AND PROVIDING THAT SPACE RENTAL FEES AT THE ADDISON CONVERENCE AND THEATRE CENTRE AND AT VISIT ADDISON MAY BE ESTABLISHED BY THE COUNCIL THROUGH THE ADOPTION OF A RESOLUTION OR MOTINO; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. Amendment. Chapter 67 (Special Events) of the Code of Ordinances (the "Code") of the Town of Addison, Texas (the "City") is hereby amended in the following particulars, and all other chapters, articles, section, subsections, paragraphs and words are not amended but are ratified and confirmed (additions are underlined, deletions are ~~struck through~~).

A. A new Section 67-15A is added to the Code to read as follows:

Section 67-15A. Food and beverage commission; exclusive catering service.

(a) Except as otherwise provided for in this chapter, for all events and functions that take place within the district or at the town's visitor center (known as Visit Addison), a vendor of food and/or beverages shall pay to the town a commission on the vendor's gross receipts from the sale of all food and/or beverages during an event or function, the amount of which commission shall be as established by resolution or motion of the city council and as the same may be amended or modified from time to time. For purposes of this section, "gross receipts" means the whole, entire, total receipts from the sale of food and beverages, without deduction.

(b) In connection with the catering of food and beverage services within the district and at the town's visitor center (known as Visit Addison), the town may select an in-house private label caterer to provide food and beverage catering services.

B. Section 67-17(b) of the Code is amended so that it shall hereafter read as follows:

Section 67-17. Site use, space and commission fees.

(b) *Space rental fees.* Rental fees for space within the district shall be as established by the town. The City Manager or his/her designee may waive or reduce these fees to attract additional business to the Town or to provide exposure to industry professionals. The Conference Centre Manager may provide complimentary space by providing financial support from the Conference Centre based on the ability to achieve additional future business by these actions. The rental/services fees for functions held at the Addison Conference and Theatre Centre, and at Visit Addison (the town visitor center), shall be as established by resolution or motion of the city council and as the same may be amended or modified from time to time, are as follows:

Corporate Functions

<i>Room</i>	<i>Hotel Rate</i>	<i>Walk Up Rate</i>	<i>24 Hour Hold</i>
Buckthorn, Sycamore, Juniper, Acacia	\$195.00	\$260.00	\$330.00
Two of the above rooms (2,400 sq ft)	\$400.00	\$530.00	\$670.00
Two of the above rooms and Sophora (4,200 sq ft)	\$690.00	\$920.00	\$1,160.00
Sophora	\$290.00	\$385.00	\$485.00
Entire Facility	\$1,620.00	\$2,160.00	\$2,720.00
Deposit	\$100.00	\$100.00	\$100.00

Social Functions (all rates are for eight hours.)

<i>Room</i>	<i>Hotel Rate</i>	<i>Walk Up Rate</i>
Buckthorn, Sycamore, Juniper, Acacia	\$225.00	\$295.00
Two of the above rooms (2,400 sq ft)	\$450.00	\$595.00
Two of the above rooms and Sophora (4,200 sq ft)	\$785.00	\$1,030.00
Sophora	\$340.00	\$445.00
Entire Facility	\$1,840.00	\$2,450.00/\$3,675*
Deposit	Up to \$750.00	Up to \$750.00
Kitchen*	\$150.00	\$150.00

*Kitchen is included with the entire facility, mandatory with any social function.

Theatre Centre

<i>Room</i>	<i>Corporate</i>	<i>Social</i>	<i>Theatre*</i>
Lobby	\$250.00	\$400.00	
Main Space	\$700.00	\$1,200.00	

Rehearsal Space	\$100.00	\$200.00	\$200.00
Lobby and Main Space			\$650.00

*Non-resident theatre company

Stone Cottage

	<i>Corporate</i>	<i>Social</i>	<i>Theatre*</i>
Non-Hotel Rate	\$300.00	\$500.00	\$120.00
Hotel Rate	\$210.00	\$350.00	

*Non-resident theatre company

Board Room

	<i>Corporate</i>	<i>Social</i>
Non-Hotel Rate	\$240.00	N/A
Hotel Rate	\$170.00	

Rental fees may also be applicable to non-district events held on public property. The Conference Centre Manager has the authority to establish rates for items such as copies, transparencies, faxes, notary services, audio-visual services and telephone usage. This information can be obtained from the Conference Centre Manager.

Section 2. Effective Date of Change. The changes to the Code set forth in Section 1 above shall be effective beginning October 1, 2012. Accordingly, the fees set forth in Section 67-17(b) of the Code shall be and remain in effect until October 1, 2012.

Section 3. Savings. This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those Ordinances are in direct conflict with the provisions of this Ordinance. Provided, however, that the repeal of such ordinances or parts of such ordinances, and the amendments and changes made by this Ordinance, shall not affect any right, property or claim which was or is vested in the City, or any act done, or right accruing or accrued, or established, or any suit, action or proceeding had or commenced before the time when this Ordinance shall take effect; nor shall said repeals, amendments or changes affect any offense committed, or any penalty or forfeiture incurred, or any suit or prosecution pending at the time when this Ordinance shall take effect under any of the ordinances or sections thereof so repealed, amended or changed; and to that extent and for that purpose the provisions of such ordinances or parts of such ordinances shall be deemed to remain and continue in full force and effect.

Section 4. Severability. The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, and the City Council hereby declares that it would have passed such remaining portion of this Ordinance despite such invalidity, which remaining portion shall remain in full force and effect.

Section 5. Effective Date. This Ordinance shall become effective from and after its date of passage and approval.

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

Todd Meier, Mayor

ATTEST:

By: _____
Chris Terry, City Secretary

APPROVED AS TO FORM:

By: _____
John Hill, City Attorney

Council Agenda Item: #R10

AGENDA CAPTION:

Presentation, discussion, and consideration of approval of a Resolution approving a schedule of pricing, including updating current pricing for the rental or use of, and a commission structure to be paid by vendors of food and/or beverages at, the Addison Arts and Events District, including the Addison Conference and Theatre Centre, and Visit Addison.

FINANCIAL IMPACT:

Item will be discussed at the council meeting.

BACKGROUND:

Item will be discussed at the council meeting.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Conduct the Business of the Town in a Fiscally Responsible Manner, Continue to Attract Visitors

ATTACHMENTS:

Description:

- 📄 [New Rate Structure example](#)
- 📄 [Proposed Resolution](#)

Type:

- Backup Material
- Cover Memo

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AND ADOPTING A SCHEDULE OF SPACE RENTAL RATES AND FEES FOR THE RENTAL AND/OR USE OF, AND A COMMISSION STRUCTURE FOR THE SALE OF FOOD AND/OR BEVERAGES BY VENDORS AT, THE ADDISON ARTS AND EVENTS DISTRICT, INCLUDING THE ADDISON CONFERENCE & THEATRE CENTRE, AND VISIT ADDISON; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas (the "City") is the owner of the Addison Arts and Events District, as defined in Section 67-2 of the Code of Ordinances (the "Code") of the City (the "District"), and of Visit Addison, the City's visitor center located within the City in the Village on the Parkway shopping center ("Visit Addison") (the District and Visit Addison being together the "Facilities"); and

WHEREAS, the City rents space within the Facilities to third parties, and fees for the rental of space within the District has been included in Section 67-17 of the Code; and

WHEREAS, Section 67-17 of the Code was recently amended to provide that space rental rates and fees for the District and for Visit Addison may be set forth in a schedule established by the City Council through the adoption of a resolution or a motion, and that the same may be adjusted or amended from time to time; and

WHEREAS, the Code was further recently amended to provide that the City Council may, by resolution or motion, establish the amount of commission that a vendor of food and/or beverages shall pay to the City for events and functions that take place at the Facilities, and amend the amount from time to time; and

WHEREAS, the City Council desires by this Resolution to establish rental rates and fees for the rental or use of, and the amount of commission to be paid by vendors providing food and/or beverage service at, the District and Visit Addison.

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

Section 1. Incorporation of recitals. The above and foregoing recitals are true and correct and are incorporated into and made a part of this Resolution.

Section 2. Rental rates, commission amounts.

(a) *Space rental rates.* Rental rates and charges for the rental or use of space within the Addison Arts and Events District (as defined in Section 67-2 of the City's Code of Ordinances) and at Visit Addison (the City's visitor center) shall be as set forth in Exhibit A attached hereto and incorporated herein. Such rates and charges may be modified or amended

from time to time by the City Council by adoption of a resolution or by motion of the City Council.

The City Manager or the City Manager's designee may waive or reduce these fees and charges to attract additional business to the Town, to provide exposure to industry professionals, or for any other purpose as determined by the City Manager. The Conference Centre Manager may provide complimentary space by providing financial support from the Conference Centre based on the ability to achieve additional future business by these actions.

Rental fees may also be applicable to non-district events held on public property. The Conference Centre Manager has the authority to establish rates for items such as copies, transparencies, faxes, notary services, audio-visual services and telephone usage. This information can be obtained from the Conference Centre Manager.

(b) *Food/beverage service commission.* Each vendor that provides food and/or beverage service to the Addison Arts and Events District or to Visit Addison shall pay the City a commission on the vendor's gross receipts from the sale of all food and/or beverages during an event or function. For purposes of this section, "gross receipts" means the whole, entire, total receipts from the sale of food and beverages, without deduction. The amount of the commission is as set forth in the attached Exhibit A.

(c) The rates and charges, and commission amount, set forth in the attached Exhibit A shall take effect on October 1, 2012.

Section 3. Effective Date. This Resolution shall be effective upon its passage and approval.

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

Todd Meier, Mayor

ATTEST:

By: _____
Chris Terry, City Secretary

APPROVED AS TO FORM:

By: _____
John Hill, City Attorney

EXHIBIT A
TO RESOLUTION NO.

Schedule of Rental Rates and Charges; Commission Rates

Proposed Rates in Yellow

Current Rates in Blue

Addison Conference Centre Weekday Rates (All rates are for eight hours Monday – Thursday)

Room	Rental Rate	Addison Hotel Rate
Buckthorn, Sycamore, Juniper or Acacia (1200 sq. ft. each)	\$260.00	\$195.00
	\$260.00	\$195.00
Sophora (1800 sq. ft.)	\$380.00	\$270.00
	\$385.00	\$290.00
Two of the Above Rooms (2400 Sq. Ft.)	\$480.00	\$360.00
	\$530.00	\$400.00
Two of the Above Rooms and Sophora (4,200 sq. ft.)	\$760.00	\$590.00
	\$920.00	\$690.00
Entire Facility (12,000 sq. ft.)	\$1440.00	\$1080.00
	\$2160.00	\$1620.00

Addison Conference Centre Weekend Rates (All rates are for eight hours Friday – Sunday)

Room	Rental Rate	Addison Hotel Rate
Buckthorn, Sycamore, Juniper or Acacia (1200 sq. ft. each)	\$290.00	\$240
	\$295.00	\$225.00
Sophora (1800 sq. ft.)	\$400.00	\$325.00
	\$445.00	\$340.00
Two of the Above Rooms (2400 Sq. Ft.)	\$530.00	\$430.00
	\$595.00	\$450.00
Two of the Above Rooms and Sophora (4,200 sq. ft.)	\$840.00	\$670.00
	\$1030.00	\$785.00
Entire Facility (12,000 sq. ft.)	\$1920.00	\$1680.00
	\$2450.00	\$1840.00

Kitchen included with entire facility rental.

Theatre Centre

Room	Weekday Rate	Weekend Rate	Theatre
Lobby	\$250	\$600 \$400	
Main Space	\$700	\$1,200	
Rehearsal Space	\$100	\$200	\$200
Lobby and Main Space			\$650

Stone Cottage

	Weekday	Weekend Rate	Theatre
Rate	\$300	\$450	\$120
Hotel Rate	\$200	\$350	

Visit Addison Weekday Rates (All rates for eight hours Monday through Thursday)

Room	Rental Rate	Addison Hotel Rate
Gallery	\$495.00	\$350.00
Information Center	\$340.00	\$270.00
Flex Room	\$250.00	\$135.00
Remington	\$150.00	\$90.00
Gallery and Flex Room Combined	\$745.00	\$590.00
Gallery and Information Center Combined	\$850.00	\$650.00
Gallery, Information Center, and Flex Room Combined	\$1050.00	\$800.00

Visit Addison Weekend Rates (All rates are for eight hours Friday through Saturday)

Room	Rental Rate	Addison Hotel Rate
Gallery	\$900	\$690
Information Center	\$500	\$420
Flex Room	\$350	\$235
Remington	\$150 Friday N/A Saturday-Sunday	\$90 Friday N/A Saturday-Sunday
Gallery and Flex	\$1,250	\$990

Room Combined		
Gallery and Information Center Combined	\$1,400	\$1,250
Gallery, Information Center, and Flex Room Combined	\$1,750	\$1,750

Food and Beverage/Service Commission

Addison Hotel	Addison Vendor	Non-Addison Vendor
10%	15%	20%

For Addison hotels, room rental will be waived with a food and beverage minimum commensurate with hotel catering price structure.

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AND ADOPTING A SCHEDULE OF SPACE RENTAL RATES AND FEES FOR THE RENTAL AND/OR USE OF, AND A COMMISSION STRUCTURE FOR THE SALE OF FOOD AND/OR BEVERAGES BY VENDORS AT, THE ADDISON ARTS AND EVENTS DISTRICT, INCLUDING THE ADDISON CONFERENCE & THEATRE CENTRE, AND VISIT ADDISON; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas (the “City”) is the owner of the Addison Arts and Events District, as defined in Section 67-2 of the Code of Ordinances (the “Code”) of the City (the “District”), and of Visit Addison, the City’s visitor center located within the City in the Village on the Parkway shopping center (“Visit Addison”) (the District and Visit Addison being together the “Facilities”); and

WHEREAS, the City rents space within the Facilities to third parties, and fees for the rental of space within the District has been included in Section 67-17 of the Code; and

WHEREAS, Section 67-17 of the Code was recently amended to provide that space rental rates and fees for the District and for Visit Addison may be set forth in a schedule established by the City Council through the adoption of a resolution or a motion, and that the same may be adjusted or amended from time to time; and

WHEREAS, the Code was further recently amended to provide that the City Council may, by resolution or motion, establish the amount of commission that a vendor of food and/or beverages shall pay to the City for events and functions that take place at the Facilities, and amend the amount from time to time; and

WHEREAS, the City Council desires by this Resolution to establish rental rates and fees for the rental or use of, and the amount of commission to be paid by vendors providing food and/or beverage service at, the District and Visit Addison.

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

Section 1. Incorporation of recitals. The above and foregoing recitals are true and correct and are incorporated into and made a part of this Resolution.

Section 2. Rental rates, commission amounts.

(a) *Space rental rates.* Rental rates and charges for the rental or use of space within the Addison Arts and Events District (as defined in Section 67-2 of the City’s Code of Ordinances) and at Visit Addison (the City’s visitor center) shall be as set forth in Exhibit A attached hereto and incorporated herein. Such rates and charges may be modified or amended

from time to time by the City Council by adoption of a resolution or by motion of the City Council.

The City Manager or the City Manager's designee may waive or reduce these fees and charges to attract additional business to the Town, to provide exposure to industry professionals, or for any other purpose as determined by the City Manager. The Conference Centre Manager may provide complimentary space by providing financial support from the Conference Centre based on the ability to achieve additional future business by these actions.

Rental fees may also be applicable to non-district events held on public property. The Conference Centre Manager has the authority to establish rates for items such as copies, transparencies, faxes, notary services, audio-visual services and telephone usage. This information can be obtained from the Conference Centre Manager.

(b) *Food/beverage service commission.* Each vendor that provides food and/or beverage service to the Addison Arts and Events District or to Visit Addison shall pay the City a commission on the vendor's gross receipts from the sale of all food and/or beverages during an event or function. For purposes of this section, "gross receipts" means the whole, entire, total receipts from the sale of food and beverages, without deduction. The amount of the commission is as set forth in the attached Exhibit A.

(c) The rates and charges, and commission amount, set forth in the attached Exhibit A shall take effect on October 1, 2012.

Section 3. Effective Date. This Resolution shall be effective upon its passage and approval.

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

Todd Meier, Mayor

ATTEST:

By: _____
Chris Terry, City Secretary

APPROVED AS TO FORM:

By: _____
John Hill, City Attorney

EXHIBIT A
TO RESOLUTION NO.

Schedule of Rental Rates and Charges; Commission Rates

Addison Conference Centre Weekday Rates (All rates are for eight hours Monday – Thursday)

Room	Space Rental	Addison Hotel Rate
Buckthorn, Sycamore, Juniper or Acacia (1200 sq. ft. each)	\$260.00	\$195
Sophora (1800 sq. ft.)	\$ 380.00	\$270
Two of the Above Rooms (2400 Sq. Ft.)	\$480.00	\$360
Two of the Above Rooms and Sophora (4,200 sq. ft.)	\$760.00	\$590
Entire Facility (12,000 sq. ft.)	\$1440.00 \$2160.00*	\$1080 \$1620*

*Rental fee for events with no Food and Beverage minimum (i.e. Expos, tradeshow)

Addison Conference Centre Weekend Rates (All rates are for eight hours Friday – Sunday)

Room	Room Rental	Addison Hotel Rate
Buckthorn, Sycamore, Juniper or Acacia (1200 sq. ft. each)	\$290	\$240
Sophora (1800 sq. ft.)	\$400	\$325
Two of the Above Rooms (2400 Sq. Ft.)	\$530	\$430
Two of the Above Rooms and Sophora (4,200 sq. ft.)	\$840	\$670
Entire Facility (12,000 sq. ft.)	\$2160 \$2450*	\$1920 \$2940*

Kitchen included with entire facility rental.

*Rental fee for events with no Food and Beverage minimum (i.e. Expos, tradeshow)

Theatre Centre

Room	Weekday Rate	Weekend Rate	Theatre
Lobby	\$250	\$600	
Main Space	\$700	\$1,200	
Rehearsal Space	\$100	\$200	\$200
Lobby and Main Space			\$650

Stone Cottage

	Weekday	Weekend Rate	Theatre
Rate	\$300	\$450	\$120
Hotel Rate	\$200	\$350	

Visit Addison Weekday Rates (All rates for eight hours Monday through Thursday)

Room	Room Rental	Addison Hotel Rate
Gallery	\$495	\$350
Information Center	\$340	\$270
Flex Room	\$250	\$135
Remington	\$150	\$90
Gallery and Flex Room Combined	\$745	\$590
Gallery and Information Center Combined	\$850	\$650
Gallery, Information Center, and Flex Room Combined	\$1050	\$800

Visit Addison Weekend Rates (All rates are for eight hours Friday through Saturday)

Room	Room Rental	Addison Hotel Rate
Gallery	\$900	\$690
Information Center	\$500	\$420
Flex Room	\$350	\$235
Remington	\$150 Friday N/A Saturday-Sunday	\$90 Friday N/A Saturday-Sunday
Gallery and Flex Room Combined	\$1,250	\$990
Gallery and Information Center Combined	\$1,400	\$1,250
Gallery, Information Center, and Flex Room Combined	\$1,750	\$1,750

Food and Beverage/Service Commission

Addison Hotel	Addison Vendor	Non-Addison Vendor
10%	15%	20%

For Addison hotels, room rental will be waived with a food and beverage minimum commensurate with hotel catering price structure.

Council Agenda Item: #R11

AGENDA CAPTION:

Discussion and consideration of approval of an ordinance amending the Annual Budget of the Town of Addison for the fiscal year beginning October 1, 2011 and ending September 30, 2012.

FINANCIAL IMPACT:

There is no direct financial impact associated with this item. Details of the amendments are presented in the attached materials. Below is a summary of the changes in total revenues, expenditures, and fund balance.

Original Amended

Total Revenues \$56,960,950 \$60,447,350

Decrease in Fund Balance 4,812,830 3,330,000

Total Appropriations \$61,773,780 \$63,777,350

BACKGROUND:

The annual budget is a blueprint of how financial resources are expected to be received and appropriated throughout the fiscal year. Inevitably, as the year progresses, variances with the budget occur in the various categories of revenue and expenditures. Each year, Financial and Strategic Services staff reviews the budget to determine which items should be recognized with formal budget amendments. Although variances occur in almost every one of the hundreds of detailed financial line items the Town maintains, budget amendments are presented to Council for only a few major categories using the following primary criteria:

- ¹ Appropriations for major cost centers (departments) will be exceeded. Financial and Strategic Services staff maintains budget control over operating department expenditures. Excess expenditures in one category are usually addressed with transfers of surpluses in other categories. However, if the excess expenditures are so large that the total department budget will be exceeded, these items must be addressed with a budget amendment.
- ¹ Revenues are significantly different than budgeted. A material shortage in a particular category may impact the ability to fund certain programs or significantly reduce fund balance.

In other words, any variance that has an impact on the Town's finances is addressed with a budget amendment.

Major changes proposed for the 2012 budget are:
General Fund

- ¹ Recognize increase in fund balance and variances in revenues that have the net effect of increasing resources available for appropriation by \$2,657,410.
- ¹ Recognize increased expenditures in various departments that increase total appropriations by \$317,070, or 1.1 percent. The most significant changes include funding of expanded service with Metrocrest Chamber, and rental expenses in the Council Projects department (\$37,130), additional expenses incurred by the Police department (\$65,000), additional cost associated with dispatch system agreement (\$39,940), additional trash disposal costs; offset by additional user fees (\$40,000).

Hotel Fund

- ¹ Recognize decreased fund balance, increased Hotel Occupancy Tax, and declines in other revenues for a net decrease in resources available for appropriation by \$140,990.
- ¹ Recognize expenditures related to expanded special guest area and increase in overall general attendance for special

events.

Other Funds

- 1 Recognize variances in beginning fund balances in other funds.
- 1 Recognize the reduction of business license fees within the Economic Development Fund of \$65,000.
- 1 Recognizing the expenditure of intergovernmental grants from the Advanced Funding Grant fund to pay for SECO related projects. Also recognizing additional grant funding in the Reimbursement Grant fund of \$1,324,000.
- 1 Recognizing costs associated with the transfer of bond proceeds from the 2008 Capital Projects Fund to the Utility Fund of (\$1,816,420).
- 1 Recognize an additional \$140,000 in Airport Fund revenue related to: fuel flowage fees, rental income, and user fees.
- 1 Recognize revenue increase of water sales within the Utility Fund in the amount of \$100,000.

Exhibit A of the ordinance reflects the summary of the amended budget for all funds, Exhibit B reflects the proposed budget changes by fund, and Exhibit C details all proposed budget modifications.

RECOMMENDATION:

It is recommended that Council approve the attached ordinance amending the Town's annual budget for the fiscal year ending September 30, 2012.

COUNCIL GOALS:

Conduct the Business of the Town in a Fiscally Responsible Manner

ATTACHMENTS:

Description:

 [Budget Amendment Packet](#)

Type:

Backup Material

TOWN OF ADDISON
COMBINED SUMMARY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
ALL FUNDS SUBJECT TO APPROPRIATION
Amendments to the 2011-2012 Annual Budget With Comparisons to Adopted 2011-2012 Annual Budget

	General Fund	Special Revenue Funds				Combined Debt Service	Capital Project Funds			Proprietary Funds			TOTAL	
		Hotel	Economic Development	Combined Grants	Combined Other		Street	Parks	Combined Bonds	Airport	Utility	Combined Replacement	Amended 2011-12	Original 2011-12
BEGINNING BALANCES	\$ 10,366,690	\$ 2,131,380	\$ 358,680	\$ (1,917,670)	\$ 174,100	\$ 1,945,100	\$ 1,585,890	\$ 92,870	\$ 8,173,000	\$ 1,601,980	\$ 2,364,190	\$ 5,978,070	\$ 32,854,280	\$ 30,074,210
REVENUES:														
Ad valorem tax	10,907,470	-	550,440	-	-	5,894,190	-	-	-	-	-	-	17,352,100	17,257,100
Non-property taxes	11,695,340	4,200,000	-	-	-	-	-	-	-	-	-	-	15,895,340	14,405,340
Franchise fees	2,647,000	-	-	-	-	-	-	-	-	-	-	-	2,647,000	2,597,000
Licenses and permits	928,490	-	-	-	-	-	-	-	-	-	-	-	928,490	728,490
Intergovernmental	-	-	-	1,523,500	-	-	-	-	-	50,000	-	-	1,573,500	248,000
Service fees	1,408,460	1,727,000	85,000	-	-	-	-	-	-	755,540	10,854,700	1,161,000	15,991,700	15,866,700
Fines and penalties	1,068,500	-	-	-	44,800	-	-	-	-	-	73,500	-	1,186,800	1,261,800
Rental income	153,000	766,750	-	-	-	-	-	-	-	3,538,020	-	-	4,457,770	4,400,770
Interest & other income	105,730	15,800	500	2,500	32,850	14,000	6,500	38,210	171,540	31,620	(49,600)	45,000	414,650	195,750
TOTAL REVENUES	28,913,990	6,709,550	635,940	1,526,000	77,650	5,908,190	6,500	38,210	171,540	4,375,180	10,878,600	1,206,000	60,447,350	56,960,950
Transfers from other funds	-	-	-	-	-	670,000	-	75,000	-	-	-	-	745,000	670,000
TOTAL AVAILABLE RESOURCES	39,280,680	8,840,930	994,620	(391,670)	251,750	8,523,290	1,592,390	206,080	8,344,540	5,977,160	13,242,790	7,184,070	94,046,630	87,705,160
EXPENDITURES:														
General Government	6,314,840	-	-	-	85,060	-	-	-	-	-	-	535,520	6,935,420	6,763,290
Public Safety	14,586,100	-	-	208,990	8,000	-	-	-	-	-	-	294,000	15,097,090	14,811,160
Urban Development	902,300	-	-	-	-	-	-	-	-	-	-	-	902,300	902,300
Streets	1,688,510	-	-	-	-	-	-	-	-	-	-	155,000	1,843,510	1,803,510
Parks & Recreation	4,456,200	-	-	-	-	-	-	-	-	-	-	-	4,456,200	4,456,200
Tourism & Economic Development	-	6,567,310	753,790	-	-	-	-	-	-	-	-	-	7,321,100	7,287,320
Aviation	-	-	-	-	-	-	-	-	-	3,590,930	-	-	3,590,930	3,590,930
Utilities	-	-	-	-	-	-	-	-	-	-	7,644,650	-	7,644,650	7,644,650
Debt service	-	-	-	-	-	6,826,840	-	-	-	390,090	398,210	-	7,615,140	9,213,710
Capital projects and other uses	-	-	-	535,920	-	-	299,400	142,510	3,647,990	957,300	2,787,890	-	8,371,010	5,300,710
TOTAL EXPENDITURES	27,947,950	6,567,310	753,790	744,910	93,060	6,826,840	299,400	142,510	3,647,990	4,938,320	10,830,750	984,520	63,777,350	61,773,780
Transfers to other funds	75,000	670,000	-	-	-	-	-	-	-	-	-	-	745,000	670,000
ENDING FUND BALANCES	\$ 11,257,730	\$ 1,603,620	\$ 240,830	\$ (1,136,580)	\$ 158,690	\$ 1,696,450	\$ 1,292,990	\$ 63,570	\$ 4,696,550	\$ 1,038,840	\$ 2,412,040	\$ 6,199,550	\$ 29,524,280	\$ 25,261,380

Total Revenues	\$ 60,447,350	
Decrease in Fund Balance	3,330,000	
Total Appropriable Funds	<u>\$ 63,777,350</u>	Total Appropriations
		<u>\$ 63,777,350</u>

TOWN OF ADDISON
GENERAL FUND
SCHEDULE OF REVENUES BY SOURCE
Amendments to the 2011-2012 Budget

	Actual 2010-11	Budget 2011-12	Amendments	Amended Budget 2011-12
Ad valorem taxes:				
Current taxes	\$ 10,290,339	\$ 10,783,840	\$ 20,000	\$ 10,803,840
Delinquent taxes	34,564	9,540	50,000	59,540
Penalty and interest	48,449	19,090	25,000	44,090
Non-property taxes:				
Sales tax	9,632,640	9,565,340	1,390,000	10,955,340
Alcoholic beverage tax	930,759	740,000	-	740,000
Franchise / right-of-way use fees:				
Electric franchise	1,625,027	1,500,000	40,000	1,540,000
Gas franchise	219,959	215,000	-	215,000
Telecommunication access fees	671,286	650,000	10,000	660,000
Cable franchise	235,916	225,000	-	225,000
Street rental fees	8,000	7,000	-	7,000
Licenses and permits:				
Business licenses and permits	247,176	171,540	-	171,540
Building and construction permits	962,882	556,950	200,000	756,950
Service fees:				
General government	97	50,650	-	50,650
Public safety	785,188	746,080	-	746,080
Urban development	3,683	3,000	-	3,000
Streets and sanitation	355,973	337,630	-	337,630
Recreation	84,879	86,800	-	86,800
Interfund	184,300	184,300	-	184,300
Court fines	1,062,986	1,143,500	(75,000)	1,068,500
Interest earnings	25,514	30,000	-	30,000
Rental income	152,333	153,000	-	153,000
Recycling proceeds	22,608	21,000	3,000	24,000
Other	91,985	26,730	25,000	51,730
TOTAL REVENUES	\$ 27,676,543	\$ 27,225,990	\$ 1,688,000	\$ 28,913,990

TOWN OF ADDISON
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE
Amendments to the 2011-2012 Budget

	Actual 2010-11	Budget 2011-12	Amendments	Amended Budget 2011-12
BEGINNING BALANCE	\$ 10,856,751	\$ 9,397,280	\$ 969,410	\$ 10,366,690
REVENUES:				
Ad valorem taxes	10,373,352	10,812,470	95,000	10,907,470
Non-property taxes	10,563,399	10,305,340	1,390,000	11,695,340
Franchise fees	2,760,188	2,597,000	50,000	2,647,000
Licenses and permits	1,210,058	728,490	200,000	928,490
Service fees	1,414,120	1,408,460	-	1,408,460
Fines and penalties	1,062,986	1,143,500	(75,000)	1,068,500
Interest earnings	25,514	30,000	-	30,000
Rental income	152,333	153,000	-	153,000
Other	114,593	47,730	28,000	75,730
TOTAL REVENUES	<u>27,676,543</u>	<u>27,225,990</u>	<u>1,688,000</u>	<u>28,913,990</u>
TOTAL RESOURCES AVAILABLE	<u>38,533,294</u>	<u>36,623,270</u>	<u>2,657,410</u>	<u>39,280,680</u>
EXPENDITURES:				
General government:				
City manager	1,621,767	1,225,440	-	1,225,440
Financial and strategic services	860,926	909,820	35,000	944,820
General services	779,724	783,380	100,000	883,380
Municipal court	475,737	501,730	-	501,730
Human resources	455,767	552,740	-	552,740
Information technology	1,196,030	1,290,000	-	1,290,000
Combined services	585,983	617,270	-	617,270
Council projects	377,850	262,330	37,130	299,460
Public safety:				
Police	7,766,636	7,344,420	65,000	7,409,420
Emergency communications	1,013,952	1,259,040	39,940	1,298,980
Fire	5,773,333	5,877,700	-	5,877,700
Development services	885,218	902,300	-	902,300
Streets	1,612,011	1,648,510	40,000	1,688,510
Parks and recreation:				
Parks	2,565,250	2,976,220	-	2,976,220
Recreation	1,496,416	1,479,980	-	1,479,980
TOTAL EXPENDITURES	<u>27,466,600</u>	<u>27,630,880</u>	<u>317,070</u>	<u>27,947,950</u>
OTHER FINANCING SOURCES (USES):				
Transfer to Parks Capital Projects Fund	-	-	(75,000)	(75,000)
Transfer to Debt Service Fund	-	-	-	-
Transfer to Economic Development Fund	(700,000)	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	<u>(700,000)</u>	<u>-</u>	<u>(75,000)</u>	<u>(75,000)</u>
ENDING FUND BALANCE	<u>\$ 10,366,694</u>	<u>\$ 8,992,390</u>	<u>\$ 2,265,340</u>	<u>\$ 11,257,730</u>
Ending balance as a % of expenditures	37.7%	32.5%		40.3%

TOWN OF ADDISON
HOTEL SPECIAL REVENUE FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE
Amendments to the 2011-2012 Budget

	Actual 2010-11	Budget 2011-12	Amendments	Amended Budget 2011-12
BEGINNING BALANCE	\$ 4,430,943	\$ 2,379,370	\$ (247,990)	\$ 2,131,380
REVENUES:				
Hotel/motel occupancy taxes	4,000,786	4,100,000	100,000	4,200,000
Proceeds from special events	1,426,197	1,727,000	-	1,727,000
Conference Centre rental	428,777	488,750	25,000	513,750
Visitor Centre rental	70,740	193,000	(18,000)	175,000
Theatre Centre rental	82,107	78,000	-	78,000
Interest earnings and other	17,770	15,800	-	15,800
TOTAL REVENUES	<u>6,026,377</u>	<u>6,602,550</u>	<u>107,000</u>	<u>6,709,550</u>
TOTAL AVAILABLE RESOURCES	<u>10,457,320</u>	<u>8,981,920</u>	<u>(140,990)</u>	<u>8,840,930</u>
EXPENDITURES:				
Visitor services	1,008,029	1,053,700	-	1,053,700
Visit Addison	1,978,750	610,740	-	610,740
Marketing	727,291	763,910	-	763,910
Special events	2,405,602	2,461,960	16,890	2,478,850
Conference centre	1,007,162	1,080,980	-	1,097,870
Performing arts	529,105	562,240	-	562,240
TOTAL EXPENDITURES	<u>7,655,939</u>	<u>6,533,530</u>	<u>16,890</u>	<u>6,567,310</u>
OTHER FINANCING SOURCES (USES):				
Transfer to Debt Service Fund	(670,000)	(670,000)	-	(670,000)
TOTAL OTHER FINANCING SOURCES (USES)	<u>(670,000)</u>	<u>(670,000)</u>	<u>-</u>	<u>(670,000)</u>
ENDING FUND BALANCE	<u>\$ 2,131,381</u>	<u>\$ 1,778,390</u>	<u>\$ (157,880)</u>	<u>\$ 1,603,620</u>

TOWN OF ADDISON
ECONOMIC DEVELOPMENT FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE
Amendments to the 2011-2012 Budget

	Actual 2010-11	Budget 2011-12	Amendments	Amended Budget 2011-12
BEGINNING BALANCE	\$ -	\$ 247,990	\$ 110,690	\$ 358,680
REVENUES:				
Ad valorem taxes:				
Current taxes	-	548,980	-	548,980
Delinquent taxes	-	490	-	490
Penalty and interest	-	970	-	970
Business license fee	-	150,000	(65,000)	85,000
Interest earnings and other	876	500		500
TOTAL REVENUES	876	700,940	(65,000)	635,940
TOTAL AVAILABLE RESOURCES	876	948,930	45,690	994,620
EXPENDITURES:				
Personal services	63,280	136,040	-	136,040
Supplies	12,418	11,420	-	11,420
Maintenance	1,449	6,000	-	6,000
Contractual services	265,053	597,630	-	597,630
Capital replacement/lease	-	2,700	-	2,700
TOTAL EXPENDITURES	342,200	753,790	-	753,790
OTHER FINANCING SOURCES (USES):				
Transfer from General Fund	700,000	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	700,000	-	-	-
ENDING BALANCE	\$ 358,676	\$ 195,140	\$ 45,690	\$ 240,830

TOWN OF ADDISON
ADVANCED FUNDING GRANT FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE
Amendments to the 2011-2012 Budget

	Actual 2010-11	Budget 2011-12	Amendments	Amended Budget 2011-12
BEGINNING BALANCE	\$ 15,311	\$ 22,710	\$ 3,390	\$ 26,100
REVENUES:				
Intergovernmental	1,566,252	-	1,500	1,500
Interest earnings and other	4,165	2,500	-	2,500
TOTAL REVENUES	<u>1,570,417</u>	<u>2,500</u>	<u>1,500</u>	<u>4,000</u>
TOTAL AVAILABLE RESOURCES	<u>1,585,728</u>	<u>25,210</u>	<u>4,890</u>	<u>30,100</u>
EXPENDITURES:				
Supplies	1,466	-	-	-
Contractual services	100,746	-	18,000	18,000
Construction and equipment	1,457,412	-	-	-
TOTAL EXPENDITURES	<u>1,559,624</u>	<u>-</u>	<u>18,000</u>	<u>18,000</u>
ENDING BALANCE	<u>\$ 26,104</u>	<u>\$ 25,210</u>	<u>\$ (13,110)</u>	<u>\$ 12,100</u>

TOWN OF ADDISON
REIMBURSEMENT GRANT FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE
Amendments to the 2011-2012 Budget

	Actual 2010-11	Budget 2011-12	Amendments	Amended Budget 2011-12
BEGINNING BALANCE	\$ 295	\$ 310	\$ (1,945,670)	\$ (1,945,360)
REVENUES:				
Intergovernmental	1,711,914	10,000	1,324,000	1,334,000
Interest earnings and other	(189)	-	-	-
TOTAL REVENUES	<u>1,711,725</u>	<u>10,000</u>	<u>1,324,000</u>	<u>1,334,000</u>
TOTAL AVAILABLE RESOURCES	<u>1,712,020</u>	<u>10,310</u>	<u>(621,670)</u>	<u>(611,360)</u>
EXPENDITURES:				
Personal services	8,866	10,000	(5,000)	5,000
Supplies	5,596	-	10,000	10,000
Contractual services	-	-	4,400	4,400
Construction and equipment	3,657,075	-	5,600	5,600
TOTAL EXPENDITURES	<u>3,671,537</u>	<u>10,000</u>	<u>15,000</u>	<u>25,000</u>
OTHER FINANCING SOURCES (USES):				
Transfer from Street Capital Project Fund	-	-	-	-
Transfer to General Fund	-	-	-	-
Transfer to Street Capital Project Fund	14,156	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	<u>14,156</u>	<u>-</u>	<u>-</u>	<u>-</u>
ENDING BALANCE	<u>\$ (1,945,361)</u>	<u>\$ 310</u>	<u>\$ (636,670)</u>	<u>\$ (636,360)</u>

TOWN OF ADDISON
AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) GRANT FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE
Amendments to the 2011-2012 Budget

	Actual 2010-11	Budget 2011-12	Amendments	Amended Budget 2011-12
BEGINNING BALANCE	\$ (24)	\$ -	\$ 1,590	\$ 1,590
REVENUES:				
Intergovernmental	265,191	188,000	-	188,000
Interest earnings and other	26	-	-	-
TOTAL REVENUES	<u>265,217</u>	<u>188,000</u>	<u>-</u>	<u>188,000</u>
TOTAL AVAILABLE RESOURCES	<u>265,193</u>	<u>188,000</u>	<u>1,590</u>	<u>189,590</u>
EXPENDITURES:				
Personal services	191,200	188,000	-	188,000
Supplies	6,281	-	1,590	1,590
Contractual services	66,126	-	-	-
Construction and equipment	-	-	512,320	512,320
TOTAL EXPENDITURES	<u>263,607</u>	<u>188,000</u>	<u>513,910</u>	<u>701,910</u>
ENDING BALANCE	<u>\$ 1,586</u>	<u>\$ -</u>	<u>\$ (512,320)</u>	<u>\$ (512,320)</u>

TOWN OF ADDISON
PUBLIC SAFETY SPECIAL REVENUE FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE
Amendments to the 2011-2012 Budget

	Actual 2010-11	Budget 2011-12	Amendments	Amended Budget 2011-12
BEGINNING BALANCE	\$ 35,887	\$ 19,030	\$ (1,220)	\$ 17,810
REVENUES:				
Court awards	2,011	7,500	24,000	31,500
Interest earnings and other	91	100	-	100
TOTAL REVENUES	<u>2,102</u>	<u>7,600</u>	<u>24,000</u>	<u>31,600</u>
TOTAL AVAILABLE RESOURCES	<u>37,989</u>	<u>26,630</u>	<u>22,780</u>	<u>49,410</u>
EXPENDITURES:				
Supplies	20,179	8,000	-	8,000
TOTAL EXPENDITURES	<u>20,179</u>	<u>8,000</u>	<u>-</u>	<u>8,000</u>
ENDING BALANCE	<u>\$ 17,810</u>	<u>\$ 18,630</u>	<u>\$ 22,780</u>	<u>\$ 41,410</u>

TOWN OF ADDISON
MUNICIPAL COURT SPECIAL REVENUE FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE
Amendments to the 2011-2012 Budget

	Actual 2010-11	Budget 2011-12	Amendments	Amended Budget 2011-12
BEGINNING BALANCE	\$ 168,950	\$ 124,780	\$ 31,510	\$ 156,290
REVENUES:				
Court security fees	16,915	18,900	-	18,900
Court technology fees	22,565	25,900	-	25,900
Interest earnings and other	13,494	2,250	(1,000)	1,250
TOTAL REVENUES	<u>52,974</u>	<u>47,050</u>	<u>(1,000)</u>	<u>46,050</u>
TOTAL AVAILABLE RESOURCES	<u>221,924</u>	<u>171,830</u>	<u>30,510</u>	<u>202,340</u>
EXPENDITURES:				
Personal services	14,446	24,000	-	24,000
Supplies	13,531	-	-	-
Maintenance	37,658	59,900	-	59,900
Contractual services	-	1,160	-	1,160
TOTAL EXPENDITURES	<u>65,635</u>	<u>85,060</u>	<u>-</u>	<u>85,060</u>
ENDING BALANCE	<u>\$ 156,289</u>	<u>\$ 86,770</u>	<u>\$ 30,510</u>	<u>\$ 117,280</u>

TOWN OF ADDISON
GENERAL OBLIGATION DEBT SERVICE FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE
Amendments to the 2011-2012 Budget

	Actual 2010-11	Budget 2011-12	Amendments	Amended Budget 2011-12
BEGINNING BALANCE	\$ 1,126,069	\$ 1,147,690	\$ (19,860)	\$ 1,127,830
REVENUES:				
Ad valorem taxes	5,430,048	5,894,190	-	5,894,190
Interest earnings and other	10,111	10,000	-	10,000
TOTAL REVENUES	<u>5,440,159</u>	<u>5,904,190</u>	<u>-</u>	<u>5,904,190</u>
TOTAL AVAILABLE RESOURCES	<u>6,566,228</u>	<u>7,051,880</u>	<u>(19,860)</u>	<u>7,032,020</u>
EXPENDITURES:				
Debt service - principal	3,318,610	3,945,200	172,850	4,118,050
Debt service - interest	2,111,837	1,932,170	-	1,932,170
Fiscal fees	7,950	9,300	-	9,300
TOTAL EXPENDITURES	<u>5,438,397</u>	<u>5,886,670</u>	<u>172,850</u>	<u>6,059,520</u>
OTHER FINANCING SOURCES (USES):				
Transfer from General Fund	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
ENDING BALANCE	<u>\$ 1,127,831</u>	<u>\$ 1,165,210</u>	<u>\$ (192,710)</u>	<u>\$ 972,500</u>

TOWN OF ADDISON
OCCUPANCY TAX DEBT SERVICE FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE
Amendments to the 2011-2012 Budget

	Actual 2010-11	Budget 2011-12	Amendments	Amended Budget 2011-12
BEGINNING BALANCE	\$ 863,924	\$ 817,580	\$ (310)	\$ 817,270
REVENUES:				
Interest earnings and other	3,336	4,000	-	4,000
TOTAL REVENUES	<u>3,336</u>	<u>4,000</u>	<u>-</u>	<u>4,000</u>
TOTAL AVAILABLE RESOURCES	<u>867,260</u>	<u>821,580</u>	<u>(310)</u>	<u>821,270</u>
EXPENDITURES:				
Debt service - principal	555,000	575,000	45,000	620,000
Debt service - interest	164,687	147,020	-	147,020
Fiscal fees	300	300	-	300
TOTAL EXPENDITURES	<u>719,987</u>	<u>722,320</u>	<u>45,000</u>	<u>767,320</u>
OTHER FINANCING SOURCES (USES):				
Transfer from Hotel Fund	670,000	670,000	-	670,000
ENDING BALANCE	<u>\$ 817,273</u>	<u>\$ 769,260</u>	<u>\$ (45,310)</u>	<u>\$ 723,950</u>

TOWN OF ADDISON
STREET CAPITAL PROJECT FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE
Amendments to the 2011-2012 Budget

	Actual 2010-11	Budget 2011-12	Amendments	Amended Budget 2011-12
BEGINNING BALANCE	\$ 1,574,896	\$ 1,356,700	\$ 229,190	\$ 1,585,890
REVENUES:				
Interest earnings and other	25,149	6,500	-	6,500
TOTAL REVENUES	25,149	6,500	-	6,500
TOTAL AVAILABLE RESOURCES	1,600,045	1,363,200	229,190	1,592,390
EXPENDITURES:				
Maintenance	-	-	-	-
Engineering and contractual services	-	-	-	-
Construction and equipment	-	819,400	(520,000)	299,400
TOTAL EXPENDITURES	-	819,400	(520,000)	299,400
OTHER FINANCING SOURCES (USES):				
Transfer (to) from Reimbursement Grant Fund	(14,156)	-	-	-
ENDING BALANCE	\$ 1,585,889	\$ 543,800	\$ 749,190	\$ 1,292,990

TOWN OF ADDISON
PARKS CAPITAL PROJECT FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE
Amendments to the 2011-2012 Budget

	Actual 2010-11	Budget 2011-12	Amendments	Amended Budget 2011-12
BEGINNING BALANCE	\$ 327,537	\$ 142,160	\$ (49,290)	\$ 92,870
REVENUES:				
Interest earnings and other	26,313	350	37,860	38,210
TOTAL REVENUES	26,313	350	37,860	38,210
TOTAL AVAILABLE RESOURCES	353,850	142,510	(11,430)	131,080
EXPENDITURES:				
Maintenance	-	-	-	-
Engineering and contractual services	49,779	-	-	-
Construction and equipment	211,198	142,510	-	142,510
TOTAL EXPENDITURES	260,977	142,510	-	142,510
OTHER FINANCING SOURCES (USES):				
Transfer from General Fund	-	-	75,000	75,000
TOTAL OTHER FINANCING (USES)	-	-	75,000	75,000
ENDING BALANCE	\$ 92,873	\$ -	\$ 63,570	\$ 63,570

TOWN OF ADDISON
2002 CAPITAL PROJECT FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE
Amendments to the 2011-2012 Budget

	Actual 2010-11	Budget 2011-12	Amendments	Amended Budget 2011-12
BEGINNING BALANCE	\$ 1,533,782	\$ -	\$ 848,840	\$ 848,840
REVENUES:				
Interest earnings and other	6,544	-	1,040	1,040
TOTAL REVENUES	6,544	-	1,040	1,040
TOTAL AVAILABLE RESOURCES	1,540,326	-	849,880	849,880
EXPENDITURES:				
Engineering and contractual services	252,759	-	104,470	104,470
Construction and equipment	438,729	-	745,410	745,410
TOTAL EXPENDITURES	691,488	-	849,880	849,880
ENDING FUND BALANCE	\$ 848,838	\$ -	\$ -	\$ -

TOWN OF ADDISON
2004 CAPITAL PROJECT FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE
Amendments to the 2011-2012 Budget

	Actual 2010-11	Budget 2011-12	Amendments	Amended Budget 2011-12
BEGINNING BALANCE	\$ 437,522	\$ 252,970	\$ 186,610	\$ 439,580
REVENUES:				
Interest earnings and other	2,060	1,500	-	1,500
TOTAL REVENUES	2,060	1,500	-	1,500
TOTAL AVAILABLE RESOURCES	439,582	254,470	186,610	441,080
EXPENDITURES:				
Engineering and contractual services	-	-	13,440	13,440
Construction and equipment	-	165,110	262,530	427,640
TOTAL EXPENDITURES	-	165,110	275,970	441,080
ENDING FUND BALANCE	\$ 439,582	\$ 89,360	\$ (89,360)	\$ -

TOWN OF ADDISON
2006 CAPITAL PROJECT FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE
Amendments to the 2011-2012 Budget

	Actual 2010-11	Budget 2011-12	Amendments	Amended Budget 2011-12
BEGINNING BALANCE	\$ 351,788	\$ 353,690	\$ (204,600)	\$ 149,090
REVENUES:				
Interest earnings and other	1,657	1,000	-	1,000
TOTAL REVENUES	1,657	1,000	-	1,000
TOTAL AVAILABLE RESOURCES	353,445	354,690	(204,600)	150,090
EXPENDITURES:				
Engineering and contractual services	204,351	180,000	(180,000)	-
TOTAL EXPENDITURES	204,351	180,000	(180,000)	-
ENDING FUND BALANCE	\$ 149,094	\$ 174,690	\$ (24,600)	\$ 150,090

TOWN OF ADDISON
2008 CAPITAL PROJECT FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES TO FUND BALANCE
Amendments to the 2011-2012 Budget

	Actual 2010-11	Budget 2011-12	Amendments	Amended Budget 2011-12
BEGINNING BALANCE	\$ 16,108,814	\$ 3,867,710	\$ 2,867,780	\$ 6,735,490
REVENUES:				
Interest earnings and other	105,580	25,000	(7,000)	18,000
Developer contributions	318,795	-	150,000	150,000
TOTAL REVENUES	<u>424,375</u>	<u>25,000</u>	<u>143,000</u>	<u>168,000</u>
TOTAL AVAILABLE RESOURCES	<u>16,533,189</u>	<u>3,892,710</u>	<u>3,010,780</u>	<u>6,903,490</u>
EXPENDITURES:				
Engineering and contractual services	1,391,258	107,820	556,590	664,410
Construction and equipment	8,406,445	598,570	1,094,050	1,692,620
TOTAL EXPENDITURES	<u>9,797,703</u>	<u>706,390</u>	<u>1,650,640</u>	<u>2,357,030</u>
OTHER FINANCING SOURCES (USES)				
Transfer of bond proceeds	-	-	(1,816,420)	(1,816,420)
TOTAL OTHER FINANCING (USES)	<u>-</u>	<u>-</u>	<u>(1,816,420)</u>	<u>(1,816,420)</u>
ENDING FUND BALANCE	<u>\$ 6,735,486</u>	<u>\$ 3,186,320</u>	<u>\$ (456,280)</u>	<u>\$ 2,730,040</u>

TOWN OF ADDISON
AIRPORT ENTERPRISE FUND
STATEMENT OF INCOME AND CHANGES IN WORKING CAPITAL
Amendments to the 2011-2012 Budget

	Actual 2010-11	Budget 2011-12	Amendments	Amended Budget 2011-12
INCOME STATEMENT				
Operating revenues:				
Operating grants	\$ 48,350	\$ 50,000	\$ -	\$ 50,000
Fuel flowage fees	657,159	630,000	60,000	690,000
Rental	3,481,639	3,488,020	50,000	3,538,020
User fees	387,795	35,540	30,000	65,540
Total operating revenues	<u>4,574,943</u>	<u>4,203,560</u>	<u>140,000</u>	<u>4,343,560</u>
Operating expenses:				
Town - Personal services	264,010	323,730	-	323,730
Town - Supplies	19,695	62,600	-	62,600
Town - Maintenance	36,293	33,300	-	33,300
Town - Contractual services	409,652	544,670	-	544,670
Grant - Maintenance	99,991	100,000	-	100,000
Operator - Operations and maintenance	1,925,660	2,221,430	-	2,221,430
Operator - Service contract	454,841	305,200	-	305,200
Total operating expenses	<u>3,210,142</u>	<u>3,590,930</u>	<u>-</u>	<u>3,590,930</u>
Net operating income	<u>1,364,801</u>	<u>612,630</u>	<u>140,000</u>	<u>752,630</u>
Non-operating revenues (expenses):				
Interest earnings and other	7,558	31,620	-	31,620
Interest on debt, fiscal fees and other	(126,388)	(115,090)	-	(115,090)
Net non-operating revenues (expenses)	<u>(118,830)</u>	<u>(83,470)</u>	<u>-</u>	<u>(83,470)</u>
Net income (excluding depreciation)	<u>\$ 1,245,971</u>	<u>\$ 529,160</u>	<u>\$ 140,000</u>	<u>\$ 669,160</u>
CHANGES IN WORKING CAPITAL				
Net income (excluding depreciation)	<u>\$ 1,245,971</u>	<u>\$ 529,160</u>	<u>\$ 140,000</u>	<u>\$ 669,160</u>
Sources (uses) of working capital:				
Retirement of long-term debt	(272,675)	(275,000)	-	(275,000)
Net additions to fixed assets with grants	(1,054,835)	(897,300)	-	(897,300)
Other net additions to fixed assets	(29,870)	(60,000)	-	(60,000)
Net sources (uses) of working capital	<u>(1,357,380)</u>	<u>(1,232,300)</u>	<u>-</u>	<u>(1,232,300)</u>
Net increase (decrease) in working capital	(111,409)	(703,140)	140,000	(563,140)
Beginning fund balance	<u>2,124,403</u>	<u>1,601,980</u>	<u>-</u>	<u>1,601,980</u>
Ending fund balance	<u>\$ 2,012,994</u>	<u>\$ 898,840</u>	<u>\$ 140,000</u>	<u>\$ 1,038,840</u>

TOWN OF ADDISON
UTILITY ENTERPRISE FUND
STATEMENT OF INCOME AND CHANGES IN WORKING CAPITAL
Amendments to the 2011-2012 Budget

	Actual 2010-11	Budget 2011-12	Amendments	Amended Budget 2011-12
INCOME STATEMENT				
Operating revenues:				
Water sales	\$ 6,140,865	\$ 6,019,700	\$ 100,000	\$ 6,119,700
Sewer charges	4,496,894	4,725,000	-	4,725,000
Tap fees and other	30,975	10,000	-	10,000
Penalties	71,834	73,500	-	73,500
Total operating revenues	<u>10,740,568</u>	<u>10,828,200</u>	<u>100,000</u>	<u>10,928,200</u>
Operating expenses:				
Water purchases	2,520,302	2,841,200	-	2,841,200
Wastewater treatment	1,889,041	2,051,700	-	2,051,700
Utility operations	2,470,905	2,751,750	-	2,751,750
Total operating expenses	<u>6,880,248</u>	<u>7,644,650</u>	<u>-</u>	<u>7,644,650</u>
Net operating income	<u>3,860,320</u>	<u>3,183,550</u>	<u>100,000</u>	<u>3,283,550</u>
Non-operating revenues (expenses):				
Interest earnings and other	(53,775)	(35,600)	(14,000)	(49,600)
Interest on debt, fiscal fees and other	(600,044)	(459,830)	-	(459,830)
Net non-operating revenues (expenses)	<u>(653,819)</u>	<u>(495,430)</u>	<u>(14,000)</u>	<u>(509,430)</u>
Net income (excluding depreciation)	<u>\$ 3,206,501</u>	<u>\$ 2,688,120</u>	<u>\$ 86,000</u>	<u>\$ 2,774,120</u>
CHANGES IN WORKING CAPITAL				
Net income (excluding depreciation)	<u>\$ 3,206,501</u>	<u>\$ 2,688,120</u>	<u>\$ 86,000</u>	<u>\$ 2,774,120</u>
Sources (uses) of working capital:				
Retirement of long-term debt	(2,699,412)	(2,754,800)	-	(2,754,800)
Debt issuance / transfer of debt proceeds	-	1,000,000	1,816,420	2,816,420
Net additions to fixed assets	(3,709,338)	(2,330,000)	(457,890)	(2,787,890)
Net (increase) decrease in other assets	85,147	-	-	-
Net sources (uses) of working capital	<u>(6,323,603)</u>	<u>(4,084,800)</u>	<u>1,358,530</u>	<u>(2,726,270)</u>
Net increase (decrease) in working capital	(3,117,102)	(1,396,680)	1,444,530	47,850
Beginning fund balance	<u>5,851,222</u>	<u>2,364,190</u>	<u>-</u>	<u>2,364,190</u>
Ending fund balance	<u>\$ 2,734,120</u>	<u>\$ 967,510</u>	<u>\$ 1,444,530</u>	<u>\$ 2,412,040</u>

TOWN OF ADDISON
INFORMATION TECHNOLOGY INTERNAL SERVICE FUND
STATEMENT OF INCOME AND CHANGES IN WORKING CAPITAL
Amendments to the 2011-2012 Budget

	Actual 2010-11	Budget 2011-12	Amendments	Amended Budget 2011-12
INCOME STATEMENT				
Operating revenues:				
Department contributions and other	\$ 651,000	\$ 576,000	\$ -	\$ 576,000
Total operating revenues	<u>651,000</u>	<u>576,000</u>	<u>-</u>	<u>576,000</u>
Operating expenses:				
Contractual services	24,083	54,360	-	54,360
Total operating expenses	<u>24,083</u>	<u>54,360</u>	<u>-</u>	<u>54,360</u>
Net operating income	<u>626,917</u>	<u>521,640</u>	<u>-</u>	<u>521,640</u>
Non-operating revenues (expenses):				
Interest earnings and other	11,092	10,000	-	10,000
Other revenues (expenses)	990	-	-	-
Net non-operating revenues	<u>12,082</u>	<u>10,000</u>	<u>-</u>	<u>10,000</u>
Net income (excluding depreciation)	<u>\$ 638,999</u>	<u>\$ 531,640</u>	<u>\$ -</u>	<u>\$ 531,640</u>
CHANGES IN WORKING CAPITAL				
Net income (excluding depreciation)	<u>\$ 638,999</u>	<u>\$ 531,640</u>	<u>\$ -</u>	<u>\$ 531,640</u>
Sources (uses) of working capital:				
Acquisition of capital hardware/software:				
General government	(69,358)	(385,000)	-	(385,000)
Public safety	(189,047)	(100,000)	-	(100,000)
Net sources (uses) of working capital	<u>(258,405)</u>	<u>(485,000)</u>	<u>-</u>	<u>(485,000)</u>
Net increase (decrease) in working capital	380,594	46,640	-	46,640
Beginning fund balance	<u>2,079,980</u>	<u>2,458,890</u>	<u>-</u>	<u>2,458,890</u>
Ending fund balance	<u>\$ 2,460,574</u>	<u>\$ 2,505,530</u>	<u>\$ -</u>	<u>\$ 2,505,530</u>

TOWN OF ADDISON
CAPITAL REPLACEMENT INTERNAL SERVICE FUND
STATEMENT OF INCOME AND CHANGES IN WORKING CAPITAL
Amendments to the 2011-2012 Budget

	Actual 2010-11	Budget 2011-12	Amendments	Amended Budget 2011-12
INCOME STATEMENT				
Operating revenues:				
Department contributions	\$ 509,000	\$ 585,000	\$ -	\$ 585,000
Total operating revenues	<u>509,000</u>	<u>585,000</u>	<u>-</u>	<u>585,000</u>
Operating expenses:				
Contractual services	5,873	6,160	-	6,160
Total operating expenses	<u>5,873</u>	<u>6,160</u>	<u>-</u>	<u>6,160</u>
Net operating income	<u>503,127</u>	<u>578,840</u>	<u>-</u>	<u>578,840</u>
Non-operating revenues (expenses):				
Interest earnings and other	15,745	15,000	-	15,000
Proceeds from sale of assets	87,804	20,000	-	20,000
Net non-operating revenues	<u>103,549</u>	<u>35,000</u>	<u>-</u>	<u>35,000</u>
Net income (excluding depreciation)	<u>\$ 606,676</u>	<u>\$ 613,840</u>	<u>\$ -</u>	<u>\$ 613,840</u>
CHANGES IN WORKING CAPITAL				
Net income (excluding depreciation)	<u>\$ 606,676</u>	<u>\$ 613,840</u>	<u>\$ -</u>	<u>\$ 613,840</u>
Sources (uses) of working capital:				
Acquisition of capital equipment:				
General government	(39,952)	(90,000)	-	(90,000)
Public safety	(214,996)	(24,000)	(170,000)	(194,000)
Streets	-	(155,000)	-	(155,000)
Parks and recreation	-	-	-	-
Net sources (uses) of working capital	<u>(254,948)</u>	<u>(269,000)</u>	<u>(170,000)</u>	<u>(439,000)</u>
Net increase (decrease) in working capital	351,728	344,840	(170,000)	174,840
Beginning fund balance	<u>3,207,561</u>	<u>3,519,180</u>	<u>-</u>	<u>3,519,180</u>
Ending fund balance	<u>\$ 3,559,289</u>	<u>\$ 3,864,020</u>	<u>\$ (170,000)</u>	<u>\$ 3,694,020</u>

TOWN OF ADDISON
DETAIL OF RECOMMENDED FY 11-12 BUDGET AMENDMENTS

Fund / Category	Revenues and Other Funding Sources/Uses	Expenditures						Total Department
		Personal Services	Supplies	Maintenance	Contractual Services	Capital Outlay		
General Fund / Revenues and Other Sources								
Increase in beginning fund balance	\$ 969,410	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Increase in current property taxes	20,000	-	-	-	-	-	-	-
Increase in delinquent property taxes	50,000	-	-	-	-	-	-	-
Increase in property tax penalty and interest	25,000	-	-	-	-	-	-	-
Increase in sales tax	1,390,000	-	-	-	-	-	-	-
Increase in electric franchise fees	40,000	-	-	-	-	-	-	-
Increase in telecommunication access fees	10,000	-	-	-	-	-	-	-
Increase in building and construction permits	200,000	-	-	-	-	-	-	-
Reduction in court fines	(75,000)	-	-	-	-	-	-	-
Increase in recycling proceeds	3,000	-	-	-	-	-	-	-
Increase in other income	25,000	-	-	-	-	-	-	-
Total General Fund Revenues and Other Sources	\$ 2,657,410	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Fund / City Manager								
Total City Manager	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Fund / Financial & Strategic Services								
Increase in professional services for CFO recruitment	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ 25,000
Decrease in salary reimbursement	-	10,000	-	-	-	-	-	10,000
Total Financial & Strategic Services	\$ -	\$ 10,000	\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ 35,000
General Fund / General Services								
Concord Commercial - Svc Center Lobby	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ 100,000
Total General Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ 100,000
General Fund / Combined Services								
Total Combined Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

TOWN OF ADDISON
DETAIL OF RECOMMENDED FY 11-12 BUDGET AMENDMENTS

Fund / Category	Revenues and Other Funding Sources/Uses	Expenditures						Total Department
		Personal Services	Supplies	Maintenance	Contractual Services	Capital Outlay		
General Fund / Council Projects								
Increase in rental costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,130	\$ -	\$ 7,130
Increase for expanded service with Metrocrest Chamber	-	-	-	-	-	25,000	-	25,000
Streaming of Bond Evaluation Committee meeting	-	-	-	-	-	5,000	-	5,000
Total Council Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,130	\$ -	\$ 37,130
General Fund / Police								
Overtime for special events	\$ -	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,000
Forensics related to crimes	-	-	14,000	-	-	-	-	14,000
Increase wearing appeal and uniform cost	-	-	6,000	-	-	-	-	6,000
Decrease in combined services saving	-	-	-	-	10,000	-	-	10,000
Total Police	\$ -	\$ 35,000	\$ 20,000	\$ -	\$ -	\$ 10,000	\$ -	\$ 65,000
General Fund / Emergency Communications								
iXP Dispatch Systems agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,940	\$ -	\$ 39,940
Total Emergency Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,940	\$ -	\$ 39,940
General Fund / Fire								
Total Fire	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Fund / Streets								
Increase in trash disposal; offset by additional revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000	\$ -	\$ 40,000
Total Streets	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000	\$ -	\$ 40,000
General Fund / Parks								
Transfer to Parks Capital Projects Fund	\$ (75,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Parks	\$ (75,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

TOWN OF ADDISON
DETAIL OF RECOMMENDED FY 11-12 BUDGET AMENDMENTS

Fund / Category	Revenues and Other Funding Sources/Uses	Expenditures					Total Department
		Personal Services	Supplies	Maintenance	Contractual Services	Capital Outlay	
General Fund / Recreation							
Total Recreation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel Fund / Revenues and Other Sources							
Decrease in beginning fund balance	\$ (247,990)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Increase in hotel occupancy taxes	100,000	-	-	-	-	-	-
Increase in Conference Centre rental	25,000	-	-	-	-	-	-
Reduction in Visitor Centre rental	(18,000)	-	-	-	-	-	-
Total Hotel Fund Revenues and Other Sources	\$ (140,990)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel Fund / Visit Addison							
Total Visit Addison	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel Fund / Special Events							
Increase due to expanded special guest area/general attendance	\$ -	\$ -	\$ 16,890	\$ -	\$ -	\$ -	\$ 16,890
Total Special Events	\$ -	\$ -	\$ 16,890	\$ -	\$ -	\$ -	\$ 16,890
Economic Development Fund / ED Department							
Increase in beginning fund balance	\$ 110,690	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reduction in Business License Fees	(65,000)	-	-	-	-	-	-
Total Economic Development	\$ 45,690	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Advanced Funding Grant Fund							
Increase in beginning fund balance	\$ 3,390	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Recognize American Heart Association grant	1,500	-	-	-	-	-	-
Recognize expenditures of grant funding	-	-	-	-	18,000	-	18,000
Total Advanced Funding Grant Fund	\$ 4,890	\$ -	\$ -	\$ -	\$ 18,000	\$ -	\$ 18,000

TOWN OF ADDISON
DETAIL OF RECOMMENDED FY 11-12 BUDGET AMENDMENTS

Fund / Category	Revenues and Other Funding Sources/Uses	Expenditures					
		Personal Services	Supplies	Maintenance	Contractual Services	Capital Outlay	Total Department
Reimbursement Grant Fund							
Decrease in beginning fund balance, delay in reimbursements	\$ (1,945,670)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Recognize Dallas County grant	1,319,000	-	-	-	-	-	-
Recognize various public safety grants	5,000	-	-	-	-	-	-
Recognize expenditures of grant funding	-	(5,000)	10,000	-	4,400	5,600	15,000
Total Reimbursement Grant Fund	\$ (621,670)	\$ (5,000)	\$ 10,000	\$ -	\$ 4,400	\$ 5,600	\$ 15,000
ARRA Grant Fund							
Increase in beginning fund balance	\$ 1,590	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Recognize expenditures of grant funding	-	-	1,590	-	-	512,320	513,910
Total ARRA Grant Fund	\$ 1,590	\$ -	\$ 1,590	\$ -	\$ -	\$ 512,320	\$ 513,910
Public Safety Fund							
Recognize lower beginning fund balance	\$ (1,220)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Increase court awards revenue	\$ 24,000	-	-	-	-	-	-
Total Public Safety Fund	\$ 22,780	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Municipal Court Fund							
Recognize higher beginning fund balance	\$ 31,510	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reduce interest income revenue	\$ (1,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Municipal Court Fund	\$ 30,510	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Obligation Debt Service Fund							
Recognize lower beginning fund balance	\$ (19,860)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Recognize additional principal paid for 2011 refunding bonds	-	-	-	-	172,850	-	172,850
Total General Obligation Debt Service Fund	\$ (19,860)	\$ -	\$ -	\$ -	\$ 172,850	\$ -	\$ 172,850
Occupancy Tax Debt Service Fund							
Recognize lower beginning fund balance	\$ (310)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Recognize additional principal paid for 2011 refunding bonds	\$ -	\$ -	\$ -	\$ -	\$ 45,000	\$ -	\$ 45,000
Total Occupancy Tax Debt Service Fund	\$ (310)	\$ -	\$ -	\$ -	\$ 45,000	\$ -	\$ 45,000

TOWN OF ADDISON
DETAIL OF RECOMMENDED FY 11-12 BUDGET AMENDMENTS

Fund / Category	Revenues and Other Funding Sources/Uses	Expenditures					
		Personal Services	Supplies	Maintenance	Contractual Services	Capital Outlay	Total Department
Street Capital Project Fund							
Increase in beginning fund balance	\$ 229,190	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Recognize delay of capital project expenditures	-	-	-	-	-	(520,000)	(520,000)
Total Street Capital Project Fund	\$ 229,190	\$ -	\$ -	\$ -	\$ -	\$ (520,000)	\$ (520,000)
Parks Capital Project Fund							
Recognize lower beginning fund balance	\$ (49,290)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Recognize project donations	37,860	-	-	-	-	-	-
Recognize project transfer from General Fund	75,000	-	-	-	-	-	-
Total Parks Capital Project Fund	\$ 63,570	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2002 Capital Project Fund							
Increase in beginning fund balance	\$ 848,840	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Recognize additional interest earnings	1,040	-	-	-	-	-	-
Additional expenses related to Belt Line Streetscape	-	-	-	-	104,470	745,410	849,880
Total 2002 Capital Project Fund	\$ 849,880	\$ -	\$ -	\$ -	\$ 104,470	\$ 745,410	\$ 849,880
2004 Capital Project Fund							
Increase in beginning fund balance	\$ 186,610	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Additional expenses related to Belt Line Streetscape	-	-	-	-	13,440	262,530	275,970
Total 2004 Capital Project Fund	\$ 186,610	\$ -	\$ -	\$ -	\$ 13,440	\$ 262,530	\$ 275,970
2006 Capital Project Fund							
Reduce beginning fund balance	(204,600)	-	-	-	-	-	\$ -
Recognize delay of capital project expenditures	\$ -	\$ -	\$ -	\$ -	\$ (180,000)	\$ -	\$ (180,000)
Total 2006 Capital Project Fund	\$ (204,600)	\$ -	\$ -	\$ -	\$ (180,000)	\$ -	\$ (180,000)

TOWN OF ADDISON
DETAIL OF RECOMMENDED FY 11-12 BUDGET AMENDMENTS

Fund / Category	Revenues and Other Funding Sources/Uses	Expenditures					
		Personal Services	Supplies	Maintenance	Contractual Services	Capital Outlay	Total Department
2008 Capital Project Fund							
Increase in beginning fund balance	\$ 2,867,780	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Decrease in interest earnings	(7,000)	-	-	-	-	-	-
Additional developer contributions for Spring Valley	150,000	-	-	-	-	-	-
Additional expenses related to Vitruvian Park	-	-	-	-	493,590	857,760	1,351,350
Additional expenses related to Redding Trail & Bush Elementary	-	-	-	-	-	236,290	236,290
Additional expenses related to Halff - Prof. Services Stormwater	-	-	-	-	63,000	-	63,000
Recognize transfer of bond proceeds to Utility Fund	(1,816,420)	-	-	-	-	-	-
Total 2008 Capital Project Fund	\$ 1,194,360	\$ -	\$ -	\$ -	\$ 556,590	\$ 1,094,050	\$ 1,650,640
Airport Enterprise Fund							
Increase in fuel flowage fees	\$ 60,000						
Increase in rental income	\$ 50,000						
Increase in user fees	\$ 30,000						
Total Airport Enterprise Fund	\$ 140,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utility Enterprise Fund							
Increase in beginning fund balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Increase in water sales revenue	\$ 100,000						
Reduce interest income	\$ (14,000)						
Additional expenses related to Elevated Storage Tank	-	-	-	-	160,280	297,610	457,890
Recognize transfer of bond proceeds from 2008 CPF	1,816,420	-	-	-	-	-	-
Total Utility Enterprise Fund	\$ 1,902,420	\$ -	\$ -	\$ -	\$ 160,280	\$ 297,610	\$ 457,890
Information Technology Internal Service Fund							
Total Information Technology Internal Service Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Replacement Internal Service Fund							
Purchase of self-contained breathing apparatus	-	-	-	-	-	170,000	170,000
Total Capital Replacement Internal Service Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 170,000	\$ 170,000

Council Agenda Item: #ES1

AGENDA CAPTION:

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

FINANCIAL IMPACT:

n/a

BACKGROUND:

n/a

RECOMMENDATION:

n/a

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #ES2

AGENDA CAPTION:

Closed (Executive) session of the Addison City Council pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 552, Texas Government Code, regarding a lease between the Town, as landlord, and Durga Services, LLC, as tenant, of the property located at 4460 Belt Line Road (Clay Pit restaurant).

FINANCIAL IMPACT:

n/a

BACKGROUND:

n/a

RECOMMENDATION:

n/a

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R1

AGENDA CAPTION:

Discussion and consideration of action regarding compensation of the City Manager.

FINANCIAL IMPACT:

n/a

BACKGROUND:

n/a

RECOMMENDATION:

n/a

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R2

AGENDA CAPTION:

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

FINANCIAL IMPACT:

n/a

BACKGROUND:

n/a

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available