



**REGULAR MEETING & WORK SESSION
OF THE CITY COUNCIL**

January 22, 2019

ADDISON TOWN HALL

**5300 BELT LINE RD., DALLAS, TX 75254
6:00 PM WORK SESSION
7:30 PM REGULAR MEETING**

1. Call Meeting to Order

WORK SESSION

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2. Present and Discuss the Council Calendar for February through May 2019.
 3. Present and Discuss the Appointment Process for the Town's Vacant Alternate Judge Position.
 4. Present and Discuss Potential Regulations Regarding Short Term Housing Rentals.
-

REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

5. Public Comment.

The City Council invites citizens to address the City Council on any topic not on this agenda. Please fill out a **City Council Appearance Card** and submit it to a city staff member prior to Public Participation. Speakers are allowed **up to three (3) minutes per speaker** with **fifteen (15) total minutes** on items of interest or concern and not on items that are on the current agenda. In accordance with the Texas Open Meetings Act, the City Council cannot take action on items not listed on the agenda. The Council may choose to place the item on a future agenda.

Consent Agenda:

All items listed under the Consent Agenda are considered routine by the City Council and will be enacted by one motion with no individual consideration. If individual consideration of an item is requested, it will be pulled from the Consent Agenda and discussed separately.

6. Consider Action to Approve the **January 8, 2019 Work Session and Regular Meeting and January 10, 2019 Special Meeting Minutes.**

7. Consider Action to Approve the **First Quarter Update from the Finance Committee to the City Council for the Period from October 2018 to December 2018.**

8. Consider Action to Approve a **Resolution Accepting the Resignation of Matthew Horine from the Board of Zoning Adjustment.**

9. Consider Action to Approve a **Resolution Approving an Agreement for Street Lighting Service with Oncor Electric Delivery Company, LLC. for Street Lighting within the Town of Addison and Authorize the City Manager to Execute the Agreement.**

10. Consider Action to Approve a **Resolution Approving an Agreement with LOD, LTD. d/b/a Lawnscape of Dallas for Annual Mowing of Town Facilities, Various Rights-of-Way and Beautification Areas and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$110,696.71.
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Regular Items

11. Present, Discuss and Consider Action on a **Resolution Approving a Contract with Rodney Hand Associates Marketing Communications, LP for Advertising in Addison - The Magazine of the North Dallas Corridor** and Authorize the City Manager to Execute the Agreement in an Amount not to Exceed \$90,000.
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12. Present, Discuss and Consider Action on a **Resolution to Authorize an Interfund Loan from the Infrastructure Investment Fund to the Airport Fund for the Purchase of an Airport Rescue Fire-Fighting Apparatus, Under The Town's Inter-local Agreement with the Texas Local Government Purchasing Cooperative Known as the Houston Galveston Area Council (HGAC)** in an Amount Not to Exceed \$700,000.
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13. Present, Discuss and Consider a **Resolution to Authorize the Purchase of One (1) 2019 Rosenbauer Panther Aircraft Rescue Firefighting Apparatus from Daco Fire Equipment, Under The Town's Inter-local Agreement with the Texas Local Government Purchasing Cooperative Known as the Houston Galveston Area Council (HGAC)** in an Amount Not to Exceed \$700,000.
-
14. Present, Discuss and Consider Action on a **Resolution for the First Amendment to the Consolidated Public Safety Communications and Dispatch Operations Agreement with the City of Carrollton, City of Coppell, City of Farmers Branch and the North Texas Emergency Communications Center, Inc.(NTECC) Relating to Operations and Funding of the NTECC Consolidated Public Safety Communications Center and Authorize the City Manager to Execute the Agreement.**
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15. Present, Discuss, and Consider Action on a **Resolution to Appoint a Member to the Board of Zoning Adjustment to Fill an Unexpired Term.**

Adjourn Meeting

NOTE: The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including §551.071 (private consultation with the attorney for the City); §551.072 (purchase, exchange, lease or value of real property); §551.074 (personnel or to hear complaints against personnel); §551.076 (deployment, or specific occasions for implementation of security personnel or devices); and §551.087 (economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

Posted: _____
Irma Parker, City Secretary
DATE
Time:

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS WITH
DISABILITIES. PLEASE CALL (972) 450-7017 AT LEAST
48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**

Work Session and Regular Meeting

2.

Meeting Date: 01/22/2019

Department: City Manager

AGENDA CAPTION:

Present and Discuss **the Council Calendar for February through May 2019.**

BACKGROUND:

Staff is requesting direction from Council regarding the meeting dates for regular Council meetings for February, March, April and May 2019. Calendars for those months are attached.

According to Chapter II, Article II, Division II, Section 2.46 of the Code of Ordinances, the City Council shall hold a regular meeting on the second and forth Tuesday of each month commencing at 7:30 p.m.; provided, however, that such time may be changed as necessary through the posting of a new time on the agenda.

The first meeting in May has historically been moved from the second Tuesday to accommodate the canvassing of election results.

RECOMMENDATION:

Staff requests direction from Council.

Attachments

Calendar February - May 2019

February 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6	7	8	9
10	11	12 Council Meeting	13	14	15	16
17	18	19	20	21	22	23
24	25	26 Council Meeting	27	28		

March 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 TCA Spring Break	5	6	7	8	9
10	11 DISD, CFBISD Spring Break	12 Council Meeting	13	14	15	16
17	18	19	20	21	22	23
24	25	26 Council Meeting	27	28	29	30
31						

April 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
7	8 Council Meeting	9	10	11	12	13
14 Town Meeting	15	16	17	18	19	20
21 Early Voting Starts	22	23 Council Meeting	24	25	26	27
28	29	30 Early Voting Ends				

May 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4 General Election
5	6	7	8	9	10	11
12	13	14 Council Meeting	15	16	17	18
19	20	21	22	23	24	25
26	27	28 Council Meeting	29	30	31	

Work Session and Regular Meeting

3.

Meeting Date: 01/22/2019

Department: Human Resources

AGENDA CAPTION:

Present and Discuss **the Appointment Process for the Town's Vacant Alternate Judge Position.**

BACKGROUND:

This item is to provide an overview of the process for appointing a second alternate judge after the resignation of Alternate Judge Thaddeus Iwuji who accepted a position with the City of Fort Worth.

The Town's Presiding Municipal Judge is Larry Dwight and one of the alternate judges is Cass Robert Calloway. Judge Dwight and Judge Calloway were re-appointed to their respective positions through December 31, 2020.

Staff is proposing the following timeline and process be used by the City Council to recruit and appoint an Alternate Judge:

- **January 25:** Post Alternate Judge position (Town Website, TML, Strategic Government Resources, LinkedIn).
- **February 4 – February 22:** Selection Committee (Attorney, Judge, Interim DCM and Director of HR) will review resumes and make a recommendation of top candidates to Council.
- **February 26:** Recommendation to Council of top candidates to interview with a list of resumes of all candidates to Council.
- **March 12:** Council will interview top candidates and any additional candidates selected by Council in executive session.
- **March 26:** Alternate Judge Appointment by Council for a term to expire on December 31, 2020.

If Council approves this process, the recruitment process will begin on January 25, 2019 as listed above.

RECOMMENDATION:

Information only, no action required.

Work Session and Regular Meeting

4.

Meeting Date: 01/22/2019

Department: Infrastructure- Development Services

AGENDA CAPTION:

Present and Discuss **Potential Regulations Regarding Short Term Housing Rentals.**

BACKGROUND:

Council Member Quintanilla and Mayor Pro Tempore Walden requested an agenda item to discuss potential regulation of short term rentals. Short term rentals are generally defined as renting a home or a portion of a home for stays of less than 30 days. Given the popularity of apps such as Airbnb, the use of short term rentals in residential areas has increased. Staff has prepared the attached presentation describing short term rentals and showing how other cities have approached such regulations.

Additionally, the State Comptroller has ruled that short term rentals are subject to state hotel occupancy tax remittance requirements. Cities may also collect hotel occupancy tax on short term rentals by amending their local ordinances.

Staff will make a presentation and request direction from Council on regulations for short term rentals and if they would like to amend Town ordinances in order to collect hotel occupancy tax from such uses.

RECOMMENDATION:

Staff requests direction from Council.

Attachments

Presentation - Short Term Housing Rentals

Short Term Rental Regulations

City Council
January 22, 2019

The logo for the City of Addison, featuring the word "ADDISON" in blue capital letters inside a white circle, which is set against a blue background with a white diagonal stripe.

ADDISON

Short Term Rentals

ADDISON

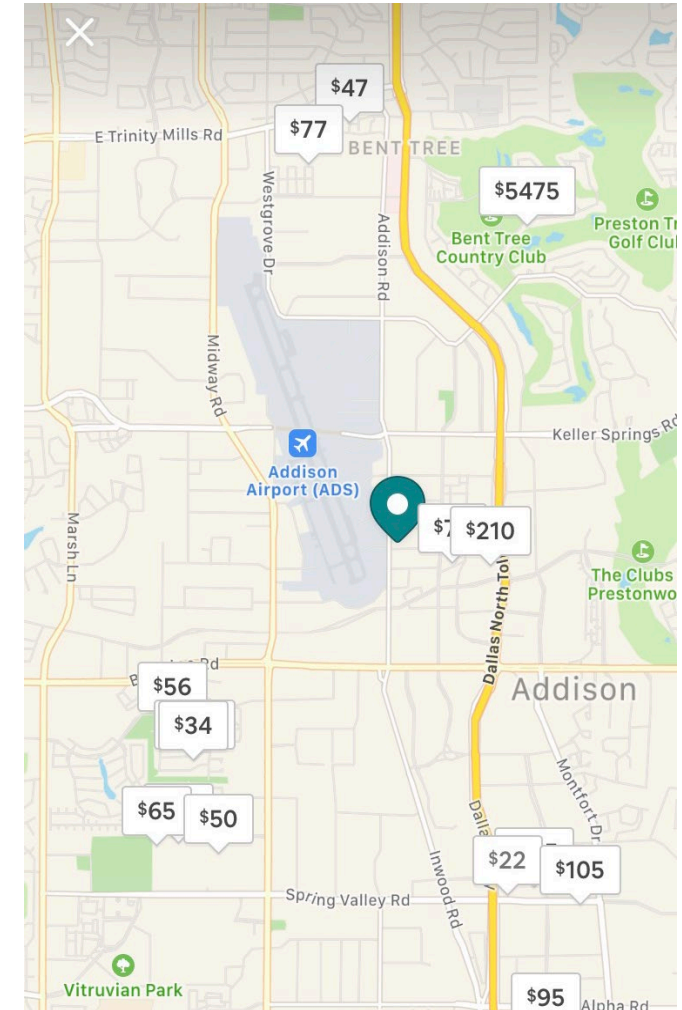
- Definition - renting out of a furnished home for a stay of less than a month
 - Typically, stays range between one night and one week
- Grown in prominence with online marketplaces such as Airbnb, HomeAway, and VRBO
- Enables residents to open their home or even a single room for short term guests



Short Term Rentals in Addison

ADDISON

- There are 10-20 properties in Addison listed on the various websites depending on the night
 - Photo shows properties listed on Airbnb
- The Town does not currently regulate in any way
- The Town does not currently collect the local portion of the hotel occupancy tax, but could with an ordinance change
- Staff spoke with MMA and UDR, neither allow residents to sublease apartments including for short term rentals



How Are Other Cities Regulating?

A blue circular logo with the word "ADDISON" in white capital letters.

City	Short Term rental Regulations?	Collecting Hotel Occupancy Tax?
Allen	No	No
Carrollton	No	No
Coppell	Yes	Yes
Farmers Branch	No	No
Flower Mound	No	No
Frisco	No	No
Grapevine	Yes	No
Irving	No	No
Lewisville	No	No
McKinney	No	Yes
Plano	No	Yes
Richardson	No	No

- Considers short term rentals as included under the term “single-family dwelling transient rental”
 - The term includes the rental of any dwelling or portion thereof for less than 30 days
- Single Family Dwelling Transient Rentals are prohibited entirely within the city
- In September 2018, Grapevine City Council affirmed that short term rentals were banned and instructed staff to proceed with enforcement
 - Property owners sued Grapevine over the ban
 - In November 2018, State District Court issued a temporary injunction against the City stating that the ban constitutes a hardship on property owners
 - The case will go to trial on April 15, 2019

- Defines Short Term Rental as rental of any residence or portion thereof for less than 30 days.
- Requires all short term rental properties to be registered with the city
 - 1 year term
 - \$25 fee for single-family homes, \$10 for apartments
- Must be the owner's primary residence
- Requires inspection by Coppell Community Development Department for compliance with the International Property Maintenance Code
- Regulates number of occupants allowed and number of vehicles allowed
- Requires renters to be given informational brochure
- Requires city to notify property owners within 100 feet of the property to provide information regarding ordinance and 24 hour contact information of owner of the property or a local emergency contact

Other Regulatory Approaches

- Some restrict short term rentals in certain zoning districts
- Some limit the number of short term rentals that may operate within a certain vicinity of each other
- Some limit the amount of times a residence can be rented out per year
- Some require the host to be present onsite during the rental period
- Some have a tiered registration with different regulations if the property is not the owner/operator's primary residence

- Would the Council like staff to develop regulations for Short Term Rentals through a registration process?
 - If yes, what type of regulations is the Council interested in?
- Would the Council like to amend the Town's Hotel Occupancy Tax ordinance to enable the collection of tax revenue from Short Term Rentals?

Work Session and Regular Meeting

6.

Meeting Date: 01/22/2019

Department: City Secretary

AGENDA CAPTION:

Consider Action to Approve the **January 8, 2019 Work Session and Regular Meeting and January 10, 2019 Special Meeting Minutes.**

BACKGROUND:

The City Secretary has prepared the minutes for Council approval.

RECOMMENDATION:

Administration recommends approval.

Attachments

Minutes - January 8, 2019

Minutes - January 10, 2019

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL WORK SESSION

January 8, 2019

Addison Town Hall, 5300 Belt Line Rd., Dallas, TX 75254
5:30 p.m. Executive Session & Work Session
7:30 Regular Meeting

Present: Mayor Joe Chow; Mayor Pro-Tempore Paul Walden; Deputy Mayor Pro-Tempore Tom Braun; Council Member Ivan Hughes; Council Member Guillermo Quintanilla; Council Member Lori Ward; Council Member Marlin Willesen

1. **Call Meeting to Order:** Mayor Chow called the meeting to order at 5:36 pm.

2. **Closed (executive) session of the Addison City Council pursuant to:** Section 551.071, Tex. Gov. 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 551, Tex. Gov. Code, pertaining to:
 - **Chapter 70 of the Code of Ordinances Related to Right-of-Way Management and the Installation of Network Nodes and Node Support Poles Pursuant to Texas Local Government Code, Chapter 284.**

Mayor Chow convened the City Council into Closed Executive Session at 5:37 pm.

3. **RECONVENE INTO REGULAR SESSION:** In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matters discussed in Executive Session.

Mayor Chow reconvened the City Council into Open Session at 6:37 pm. No action taken.

WORK SESSION

4. **Present and Discuss the Citizen Survey Results.**

Presentation: *Mary Rosenbleeth, Director of Public Communications; Jason Morado, Sr. Project Manager – ETC Institute* – In April 2018, ETC Institute was hired to conduct a survey to assess resident satisfaction with Town services. A total of 3,000 residents were randomly selected to receive surveys with 407 residents responding to the survey via mail and internet. Mr. Jason Morado presented the survey findings to the Council. Overall the survey results indicated residents were either satisfied or very satisfied with Town services. COUNCIL COMMENTS: Council requested that the City Manager share with Staff Council's appreciation for the work they do to deliver high-quality services to residents.

REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

5. **Public Comment.** *The City Council invites citizens to address the City Council on any topic not on this agenda. Please fill out a **City Council Appearance Card** and submit it to a city staff member prior to Public Participation. Speakers are allowed **up to three (3) minutes per speaker with fifteen (15) total minutes** on items of interest or concern and not on items that are on the current agenda. In accordance with the Texas Open Meetings Act, the City Council cannot take action on items not listed on the agenda. The Council may choose to place the item on a future agenda.*

No Citizens appeared and requested to address the City Council on a topic not on this agenda.

Consent Agenda: *All items listed under the Consent Agenda are considered routine by the City Council and will be enacted by one motion with no individual consideration. If individual consideration of an item is requested, it will be pulled from the Consent Agenda and discussed separately.*

6. **Consider Action to Approve the December 11, 2018 Work Session and Regular Meeting Minutes.**
7. **Consider Action to Approve a Resolution Adopting a Policy for Managing Data Collected by License Plate Recognition and Optical Camera Technologies.**
-

8. **Consider Action to Approve a Resolution for a Contract Agreement for Custodial Services at The Addison Conference And Theatre Centre, Pavilion, Stone Cottage, Police Station, Addison Circle Police Substation and Vitruvian Police Substation With Regent Services and Authorize the City Manager to Execute the Agreement in an Amount not to Exceed \$64,831.44.**
9. **Consider Action to Approve a Resolution Approving the Fourth Amendment to a Ground Lease Between the Town of Addison and 6200 GP, LLC for Commercial Aviation Use on Property Located at 4550 Jimmy Doolittle Drive, Authorizing the City Manager to Execute the Agreement, and Providing an Effective Date.**
10. **Consider Action to Approve Change Order Number 1 to the Professional Services Agreement with Criado and Associates, Inc., for the Oaks North Drainage Improvements Design and Authorize the City Manager to Execute the Change Order in an Amount not to Exceed \$35,555.**

Mayor Chow called for any requests to remove any Item from the CONSENT AGENDA to be discussed individually. Council Member Hughes requested that Item #10 be removed from the CONSENT AGENDA to be discussed individually. Mayor Chow called for a motion to approve CONSENT AGENDA Items 6 through 9.

MOTION: Deputy Mayor Pro-Tempore Braun moved to approve CONSENT AGENDA Items 6-9. Council Member Ward seconded the motion. Motion carried unanimously.

ITEM #10: Change Order Number 1 in amount not to Exceed \$35,555 for Oaks North Drainage Improvements.

Council Member Hughes requested this Item be removed from the CONSENT AGENDA to discuss separately. The Change Order represents cost to incorporate additional design identified by consultants for both Oaks North and Monfort Drive drainage improvements. Council Member Hughes advised he had been contacted by Oaks North residents and the HOA president for project clarification and information. A meeting was conducted to review the scope of work for this project with a request made by residents of the Oaks North subdivision to add additional design items to the project. Council Member Hughes advised he had discussed the tabling of this item with City Manager Pierson. Mayor Chow asked Assistant Director of Infrastructure Jason Shroyer if he had any problem or issue with postponing action on this Change Order. Mr. Shroyer advised he did not have an issue with this request.

TABLE: Council Member Hughes moved to table CONSENT AGENDA Item #10. Deputy Mayor Pro-Tempore Braun seconded the motion. Motion carried unanimously.

Resolution No. R19-001: Data Management Policy for data collected by License Plate Recognition & Optical Camera Technologies

Resolution No. R19-002: Custodial Contract - Regent Services

Resolution No. R19-003: Ground Lease Amendment 4550 Jimmy Doolittle Drive – 6200 GP, LLC

Regular Items

11. **Present, Discuss, and Consider Action on a Resolution approving a Software License and Services Agreement Between the Town of Addison and Mark43, Inc., for the Evaluation, Consultation, Implementation, customization, Data Conversion, and Configuration of the Software as a Service for Police Records Management System and Authorize the City Manager to Execute the Agreement in an Amount not to Exceed \$488,321.**

Executive Director of Business Performance & Innovation/Interim Deputy City Manager Hamid Khaleghipour presented this item to Council. He advised that as part of the planning and implementation of the North Texas Emergency Communication Center (NTECC) with the cities of Carrollton, Coppell and Farmers Branch, that each entity had initially agreed to pursue a shared Records Management Software. With delays in establishing the NTECC, the cities of Coppell and Farmers Branch decided to retain their current provider. The Town and City of Carrollton determined that it would be more efficient to partner in the procurement of a new system. Through a Request for Proposal process, Mark43 was identified as the preferred vendor by both cities. This purchase will be paid for from the 2012 Consolidated Dispatch Bond Funds. Additionally, the Town applied for a \$95,000 grant from the NCS-X NIBRS Implementation Assistance Program that will be used to reimburse the Town for part of the cost of the new system.

MOTION: Mayor Pro-Tempore Walden moved to approve Item #11 as submitted. Council Member Hughes seconded the motion. Motion carried unanimously.

12. **Present, Discuss, and Consider Action on an Ordinance Calling and Ordering the May 4, 2019 General Election.**

City Secretary Parker presented the item to Council. Ms. Parker explained that the Town will enter into a Joint Elections Contract with Dallas County Election Administration (DCEA) for this election. All procedures will remain the same as in previous years; however, Staff requested that Fire Station #2 be reconsidered as an Election Day Voting location. Fire Chief David Jones shared the issues driving the request to consider an alternative location to Fire Station #2 which included: removal of fire apparatus to accommodate voting operations, the delivery and storage of election equipment and supplies, and limited bathroom facilities at Fire Station #2 prevents Staff from being able to separate voters and election officials from the fire station office and housing areas, especially when fire fighters are responding to emergency calls. Staff proposed moving Election Day voting activities from Fire Station #2 to the Addison Athletic Club.

Mayor Chow inquired if Athletic Club would be closed for the election. City Manager Pierson stated that the Club would not be closed for members. Staff would identify a specific area where

the election would be conducted possibly the gym, a racket ball court or the multipurpose room. No official change can be made until it is approved by DCEA officials. Mayor Chow stated that the Athletic Club would offer a nicer, cleaner, safer and more accessible voting location but on the CON side of this request is that attendees would not be able to access the area used for voting for that day. Council Member Ward reported that there is also a congestion problem at Fire Station #2. Chief Jones added that there was a parking problem at Station No. 2 as it only has five parking places.

Deputy City Manager Ashley Mitchell advised that making this decision early would provide enough time to inform voters of the change. In addition, DCEA will notify voters of any voting location change. Council Member Willesen asked if the bathroom facilities could be locked at Fire Station #2 so that attendees would have to go to the Athletic Center for facilities? Staff advised once the bay doors are open that the doors that access the internal body of the station do not lock. Deputy Mayor Pro-Tempore Braun inquired as to the final cost of the election. Mayor Chow reported that the cost was around \$5,000. City Secretary Parker stated that the final cost would be determined by the number of entities participating in the election as the cost was split between all the entities. Council Member Willesen inquired if this was a permanent change and include the presidential election. City Manager Pierson stated that if this location did not work and a lot of complaints were received then this may be discussed again, and another location be submitted for consideration.

MOTION: Council Member Hughes moved to approve Item #12 relating to an ordinance for calling and ordering the May 4, 2019 General Election as submitted with the exception of changing Election Day voting from Fire Station #2 to the Addison Athletic Club. Deputy Mayor Pro-Tempore Braun seconded the motion. Motion carried 6 to 1 with Council Member Willesen voting against.

Adjourn Meeting

There being no further business to come before the Council, Mayor Chow adjourned the meeting.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma G. Parker, City Secretary

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL SPECIAL MEETING

Thursday, January 10, 2019
Addison Town Hall, 5300 Belt Line Rd., Dallas, TX 75254
6:00 pm Special Agenda

Present: Mayor Joe Chow; Mayor Pro-Tempore Paul Walden; Deputy Mayor Pro-Tempore Tom Braun; Council Member Ivan Hughes; Council Member Guillermo Quintanilla; Council Member Lori Ward; Council Member Marlin Willesen

1. **Call to Order:** Mayor Chow called the meeting to order at 6:00 pm.
-

2. **Present and Discuss the Town of Addison's Comprehensive Asset Management Plan and Related Policies and Strategies.**

City Manager Pierson introduced this item and explained that the discussion was the beginning of the policy and management strategy development process for the asset management plan. Mr. Pierson emphasized that this will be an iterative process that will require patience and learning from experiences. Mr. Pierson explained that the goal for the evening was for Council to give policy guidance on the asset management plan's objectives, acceptable condition levels for the various asset systems, and the prioritization of funding needs. Lisa Pyles, Director of Infrastructure and Development Services presented the item in coordination with Colin Chung with Kayuga Solution (the Town's consultant). An in-depth discussion related to the asset management plan work completed to date and the development of policies and strategies to implement and execute the comprehensive asset management plan took place. Questions regarding how to fund the needs identified as part of the development of the asset management database were discussed. City Manager Pierson emphasized the need to balance making funding decisions related to caring for Town infrastructure with funding the other activities that the Town is responsible for (operations, including staffing needs, etc.). Staff committed to conduct a full financial analysis to help determine what the Town can afford to help Council provide policy direction to staff. Additionally, staff committed to develop management strategies and processes to effectively implement the asset management plan and will bring this item back for continued discussion to finalize policy direction and once the financial analysis is complete. Regular updates will be made to Council and the community as the development of the plan continues.

No action taken.

Adjourn Meeting

There being no further business to come before the Council, Mayor Chow adjourned the meeting.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma G. Parker, City Secretary

Work Session and Regular Meeting

7.

Meeting Date: 01/22/2019

Department: Finance

Pillars: Gold Standard for Financial Health

AGENDA CAPTION:

Consider Action to Approve the **First Quarter Update from the Finance Committee to the City Council for the Period from October 2018 to December 2018.**

BACKGROUND:

The Finance Committee (Committee) serves in an advisory capacity to the City Council. The Committee includes: Deputy Mayor Pro Tempore Tom Braun, Council Member Ivan Hughes, and Council Member Marlin Willesen. The Committee reviews and makes recommendations to the City Council regarding the following matters:

- Quarterly financial reports
- Comprehensive Annual Financial Report (CAFR)
- Long-term debt capacity of the Town
- Engagement of independent accounting firms to audit the financial statements
- Review the adequacy and implementation of an internal audit function

The Committee meets monthly and is required to provide quarterly reports to the Council. The attached report cover topics discussed at the Committee meetings for the 1st quarter of Fiscal Year 2019 from October 2018 to December 2018.

RECOMMENDATION:

Administration recommends approval.

Attachments

Report - Finance Committee October to December 2018



Finance Committee Report

January 7, 2019

The Finance Committee shall serve solely in an advisory capacity to the City Council. Among other matters that may be requested from time to time by the Council, the Finance Committee may review and make recommendations to the City Council regarding the following matters:

- quarterly financial reports,
- comprehensive financial annual report (CAFR),
- long term debt capacity of the Town,
- engagement of independent accounting firms to audit the financial statements,
- review the adequacy and implementation of any internal audit function.

Finance Committee members as of June 2018:

- Tom Braun, Deputy Mayor Pro-Tempore
- Ivan Hughes, Council Member
- Marlin Willesen, Council Member

This document covers the topics discussed by the Committee from October to December 2018.

October 8, 2018

Topic	Discussion
Finance Committee Annual Review	Reviewed and discussed the Town's Investment Policy as required by Council's Code of Ordinance. This item was placed on the consent agenda on the October 9, 2018 council meeting.
Utility Billing Implementation Plan Presentation	Reviewed and discussed the plan developed by the Marketing and Communications department in cooperation with the Finance and IT departments for the roll out of the new Utility Billing software effective for the November 2018 billing.
Hotel Audit Recap	Discussed Hotel audit process and 8 audits conducted during the fiscal year 2017-2018. Also, reviewed audit schedule for audit of all 23 hotels.
Quarterly Finance Committee Report	Staff provided a draft of the Quarterly Finance Committee report July – September 2018 to the Committee. This report was placed on the consent agenda on the October 23, 2018 council meeting.

Attendees: Tom Braun, Ivan Hughes, Wes Pierson, Olivia Riley, Mary Rosenbleeth



Finance Committee Report

January 7, 2019

November 12, 2018

Topic	Discussion
4 th Quarter Financial Report Review (ending September 2018)	Staff reviewed the FY2018 4 th Quarter Financial Report with the committee. This report was presented at the November 27, 2018 Council meeting.
Utility Billing Conversion Update	Staff updated the Committee about the utility billing transition plan from the Finance.
Bond Program Update	Staff reviewed and discussed the process and plan for creation of a bond program needed to identify and prioritize capital improvement project funding in the years ahead. The program would be integrated into the long term financial plan. Program was presented in work session on November 27 th council meeting.

Attendees: Tom Braun, Ivan Hughes, Wes Pierson, Olivia Riley, Terri Doby, Hamid Khaleghipour

December, 2018

Topic	Discussion
NO MEETING HELD	

Work Session and Regular Meeting

8.

Meeting Date: 01/22/2019

Department: City Manager

AGENDA CAPTION:

Consider Action to Approve a **Resolution Accepting the Resignation of Matthew Horine from the Board of Zoning Adjustment.**

BACKGROUND:

Matthew Horine was appointed to the Board of Zoning Adjustment on November 14, 2017 by Council Member Ivan Hughes for the term beginning on January 1, 2018 and ending December 31, 2019.

Mr. Horine notified the Town of his resignation by email on January 4, 2019, effective immediately, due to him moving out of the Town of Addison.

The attached resolution formally accepts Mr. Horine's resignation. Council Member Hughes will nominate a replacement to complete the remainder of this term.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Accepting Matthew Horine Resignation

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS ACCEPTING THE RESIGNATION OF MATTHEW HORINE AS A MEMBER OF THE ADDISON BOARD OF ADJUSTMENT AND ACKNOWLEDGING HIS SERVICE TO THE TOWN OF ADDISON, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Matthew Horine was appointed to the Addison Board of Adjustment on November 14, 2017; and

WHEREAS, since that time, Matthew Horine has honorably and faithfully discharged his duties as a member of the Board of Adjustment; and

WHEREAS, Matthew Horine has tendered his resignation as a member of the Board of Adjustment

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

Section 1. The recitals set forth above are true and correct and are incorporated herein for all purposes.

Section 2. The Addison City Council hereby accepts the resignation of Matthew Horine from his service on the Addison Board of Adjustment effective January 4, 2019 and hereby offers its gratitude and appreciation for his service.

Section 3. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 22nd day of January, 2019.

Joe Chow, Mayor

ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

Work Session and Regular Meeting

9.

Meeting Date: 01/22/2019

Department: Infrastructure- Development Services

Milestones: Create a specific channel to receive input from the business commun

AGENDA CAPTION:

Consider Action to Approve a **Resolution Approving an Agreement for Street Lighting Service with Oncor Electric Delivery Company, LLC. for Street Lighting within the Town of Addison and Authorize the City Manager to Execute the Agreement.**

BACKGROUND:

Oncor owns and maintains several street lights in Addison that are generally located in the Town of Addison's right-of-way. Oncor's Tariff for Retail Delivery Service with the Public Utility Commission of Texas describes the company's requirements in providing electric delivery services to its customer cities. Section 6.1.1.1.8 of that Tariff covers Street Lighting Service and provides for the type of service to be provided, the monthly rate for that service, how the conversion or replacement of existing lights at the customer's request will be done, and any special conditions. Section 6.1.1.1.8 also stipulates that an Agreement for Street Lighting Service with a term of not less than 10 years will be executed between the customer city and Oncor to allow Oncor's use of the public right-of-way for their facilities (i.e. poles, lines, equipment, etc.). Previous to this proposed action, no such agreement between the Town of Addison and Oncor had been executed. Oncor has asked that the Town now execute the agreement that will authorize the use of the public right-of-way for their facilities.

The attached Agreement for Street Lighting Service acknowledges that Oncor's facilities are in the Town of Addison's public right-of-way and that Oncor is responsible for the installation, replacement, and maintenance of those facilities. The term of the Agreement is 10 years and then year to year thereafter until canceled by either party with 90 days written notice to the other party.

The Agreement states that Oncor will provide a base level lighting facility at no additional cost to the Town. If, however, the Town desires a lighting facility that exceeds the base level cost, the Town will pay the incremental cost above the base level prior to any placement of the upgraded facility. As in the past, Oncor will be still required to relocate their facilities at its own expense in the case of a street widening or straightening with 30 days' notice from the Town and the specification of a new location for the facility. According to the Agreement, the Town will be responsible for removing all obstructions and trimming all trees that

may interfere with the installation or construction of any facilities requested by the Town. After such installation, Oncor will be responsible for removing or trimming all trees that interfere with the distribution line that provides power to the facility.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Oncor Street Lighting Agreement

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AGREEMENT FOR STREET LIGHTING SERVICE BETWEEN THE TOWN OF ADDISON AND ONCOR ELECTRIC DELIVERY COMPANY LLC, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The Agreement for Street Lighting Service between the Town of Addison and Oncor Electric Delivery Company LLC, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 22nd day of January 2019.

Joe Chow, Mayor

ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Effective Date: September 25, 2011

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6.3.17 Agreement for Street Lighting Service

AGREEMENT FOR STREET LIGHTING SERVICE

BY AND BETWEEN

_____, Texas

AND

ONCOR ELECTRIC DELIVERY COMPANY LLC

DATE

EXHIBIT A

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Effective Date: September 25, 2011

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Revision: Two

AGREEMENT FOR STREET LIGHTING SERVICE BY AND BETWEEN ONCOR ELECTRIC DELIVERY COMPANY LLC AND

The City of _____, Texas, a Municipal Corporation ("Customer"), and Oncor Electric Delivery Company LLC, for and in consideration of the mutual covenants set forth in this Agreement for Street Lighting Service (the "Agreement"), agree as follows:

- 1. Definitions.** For purposes of this Agreement, the following terms shall have the meanings indicated:
 - a. "Company's Tariff" shall mean the Company's approved Tariff for Retail Delivery Service, as may be revised from time to time during the term of this Agreement, on file with the Public Utility Commission of Texas;
 - b. Customer shall be the "Retail Customer" as such term is used in Company's Tariff.
 - c. "Facility" or "Facilities" shall mean the electrical facilities or equipment, including but not limited to, pole(s), luminaire(s), wires, and appurtenances, owned by Company or Customer, through which Company will provide service to Customer pursuant to this Agreement.
- 2. Term and Termination.** Consistent with the requirements of section 6.1.1.1.8 - Lighting Service of Company's Tariff, this Agreement shall be effective as of the _____ day of _____, 20____, and, unless terminated early in accordance with the terms of this Agreement, shall remain in effect for an initial term of ten (10) years and from year to year thereafter until canceled by either party consistent with the terms of this Agreement. After the expiration of the initial ten year term, this Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated at any time under the following conditions.
 - (a) If Company begins installation of any requested Facilities prior to receiving full payment of any contribution-in-aid-of-construction provided for in section 6.1.1.1.8 - Lighting Service of Company's Tariff or any subsequently approved similar provision, from Customer or Customer's agent or representative ("Customer's Agent") as appropriate, and Customer or Customer's Agent thereafter fails to make such payment in full, then: (i) Company may immediately terminate this Agreement by providing written notice of such termination to Customer, (ii) Company may remove all such Facilities, and (iii) Customer shall pay Company all cost incurred by Company in removing such Facilities, less the salvage value of such Facilities, within 30 days of Company's removal of the subject Facilities.
 - (b) If Customer discontinues taking electric service from Customer's designated competitive retailer at Facilities, for purposes other than to allow the Customer to begin receiving service from another competitive retailer at such Facilities, then: (i) Company may immediately terminate this Agreement by providing written notice of such termination to Customer, (ii) Company may remove all such Facilities owned by Company, and (iii) Customer shall pay Company all cost incurred by Company in removing such Facilities, less the salvage value of such Facilities, within 30 days of Company's removal of the subject Facilities.
 - (c) If Customer purchases Facilities owned by Company.
- 3. Contribution-In-Aid-Of-Construction.** Section 6.1.1.1.8 - Lighting Service of Company's Tariff provides for the installation or construction by Company of a base level of Facilities with no contribution-in-aid-of-construction required from Customer. For example, Schedule A provides for the installation or construction of wood poles of a type normally used by Company served overhead without the payment of contribution-in-aid-of-construction by Customer. Requested Facilities that exceed such base level require a contribution-in-aid-of-construction to be paid by Customer to Company. Company will begin work on the requested Facilities prior to receipt of full payment of any required contribution-in-aid-of-construction from Customer or Customer's Agent. However, Customer or Customer's Agent shall pay to Company any required

EXHIBIT A

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

6.3 Agreements and Forms

Applicable: Entire Certified Service Area

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contribution-in-aid-of-construction prior to Company energizing the requested Facilities or within 90 days from the receipt of a contribution-in-aid-of-construction invoice, whichever is earlier. If Customer has arranged for Customer's Agent to pay to Company any required contribution-in-aid-of-construction, then Customer's Agent shall execute a Supplement to this Agreement, the form of which is attached hereto as Exhibit A, for the sole purpose of establishing such agent's agreement to pay such contribution-in-aid-of-construction.

4. Service Subject to Company's Tariff. This Agreement is subject to the terms and conditions of Company's Tariff, and all services provided by Company shall be pursuant to and consistent with Company's Tariff. To the extent any provision of this Agreement conflicts with or is inconsistent with Company's Tariff, then the provisions of Company's Tariff shall control.

5. Material Change. In the event that a judicial decision, order, new law or regulation, or a change in any law or regulation, materially and directly affects a party's ability to perform its obligations hereunder, then the party that is negatively affected shall have the right to notify the other party, within 30 days after becoming aware of such detrimental event. The parties shall use their best efforts to negotiate a modification to the terms of this Agreement so as to mitigate the impact of the event. If, after twenty (20) days beyond the notice, the parties have been unable to negotiate a mutually satisfactory modification to the terms of this Agreement, then either party shall have the right to terminate this agreement upon ten (10) days written notice to the other party. If such right to terminate is not exercised within forty-five (45) days after the date of the original notice, then the right to terminate this Agreement shall be waived with respect to the particular event.

6. Type of Service and Applicable Rate Schedule. The type of service provided and rate schedule applicable at each Facility or group of Facilities shall be agreed to by the Parties and specified on the form entitled Request for Street Lighting Service, attached hereto as Exhibit "B," which may be amended or supplemented as necessary, at any time, by mutual agreement of the parties.

7. Installation/Construction. All requests for installation or construction of Facilities subject to this Agreement shall be made on the form entitled Request for Street Lighting Service, attached hereto as Exhibit "B" and incorporated into this Agreement by execution of the form Supplement to the Agreement attached hereto as Exhibit "A." All such installation or construction shall be performed by Company pursuant to and consistent with section 6.1.1.1.8 - Lighting Service of Company's Tariff, and all other applicable provisions of such Tariff.

8. Relocation of Facilities. Nothing contained herein modifies section 37.101 of PURA, which provides that "the governing body of a municipality may require an electric utility to relocate the utility's facility at the utility's expense to permit the widening or straightening of a street by: (1) giving the electric utility 30 days' notice; and (2) specifying the new location for the facility along the right-of-way of the street." Notwithstanding the foregoing, issues regarding the relocation of Facilities should, if possible, be resolved by the parties prior to the execution of this Agreement and may require the execution of a separate agreement.

9. Billing and Payment. Company will invoice Customer directly for the contribution-in-aid-of-construction specified on the form entitled Request for Street Lighting Service, attached hereto as Exhibit "B" and any other charges for which Company's Tariff provides for direct billing by Company to Customer. Federal income taxes are due on contributions-in-aid-of-construction, pursuant to current Internal Revenue Service ("IRS") rulings and regulations, unless Customer is eligible for an exemption available under applicable IRS regulations. To the extent such IRS rulings and regulations are modified in a manner that impacts the obligation of Customer to pay such federal income taxes, then the Parties shall implement such modified rulings and regulations on a prospective basis. All other charges associated with the Services provided by Company to Customer will be included on the bill or invoice that Customer receives from Customer's designated competitive retailer.

10. No Delegation of Authority. Customer does not by this Agreement delegate its authority or responsibility for the Facilities covered by this Agreement to Company but shall continue to hold full discretion to determine the policies and procedures regarding such Facilities.

EXHIBIT A

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

6.3 Agreements and Forms

Applicable: Entire Certified Service Area

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11. Obstructions. Customer is responsible for removing all obstructions and trimming all trees that may interfere with the installation or construction of requested Facilities. After installation, Company is responsible for removing or trimming all trees that interfere with the distribution line providing service to the lighting facilities and Customer is responsible for removing or trimming all trees that interfere with the dispersion of light from the Facilities.

12. Outages. To the extent that Company is responsible for maintaining Facilities pursuant to this Agreement, Customer may report any Facilities requiring maintenance to Company via either of the following means:

Internet: <http://oncorstreetlight.com>

Telephone: 1-888-313-4747

13. Permits. Customer will secure for Company all permits and consents necessary for the performance of this Agreement.

14. Notice. Except as provided in section 12 above, any notice required under this Agreement shall be forwarded to the following representatives of the parties:

Customer:

Company:

CUSTOMER OPERATIONS / STREETLIGHT ADMINISTRATION

ONCOR ELECTRIC DELIVERY COMPANY LLC

1616 WOODALL RODGERS FWY

DALLAS, TX 75202

15. Prior Agreements for Street Lighting Service. This Agreement supersedes and amends all prior agreements for Street Lighting Service between Company and Customer.

16. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, Company and Customer and their respective successors and permitted assigns. Neither party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the foregoing, Company may, without the consent of Customer and upon five (5) days advance written notice, (a) transfer or assign this Agreement to an affiliate of Company, or (b) transfer or assign this Agreement to any person or entity succeeding to all or a substantial portion of the assets of Company. UPON AN ASSIGNMENT PURSUANT TO THIS SECTION, CUSTOMER AGREES THAT COMPANY SHALL HAVE NO FURTHER OBLIGATIONS REGARDING FUTURE PERFORMANCE HEREUNDER.

EXHIBIT A

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Effective Date: September 25, 2011

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Revision: Two

This Agreement is effective this _____ day of _____, 20 ____.

BY:

TITLE

DATE

ONCOR ELECTRIC DELIVERY COMPANY LLC

BY:

TITLE

DATE

EXHIBIT A

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

6.3 Agreements and Forms

Applicable: Entire Certified Service Area
Effective Date: September 25, 2011

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EXHIBIT "A"

WR Number: _____

SUPPLEMENT TO THE AGREEMENT FOR STREET LIGHTING SERVICE BY AND BETWEEN ONCOR ELECTRIC DELIVERY COMPANY LLC AND _____ DATED _____

This Supplement ("Supplement") to the Agreement for Street Lighting Service ("Agreement"), is made and entered into this _____ day of _____, 20____, by ONCOR Electric Delivery Company LLC and _____, ("Customer") both hereinafter referred to as the "Parties." In consideration of the mutual promises and undertakings herein set forth, the Parties hereby agree to amend the Agreement as follows:

1. The following Request for Street Lighting Service is hereby added to the Agreement:

Request for Street Lighting Service dated _____, attached hereto as Exhibit B.
2. This Supplement shall become effective upon execution by the Parties.
3. This Supplement is subject to the terms and conditions of the Agreement.
4. If Customer has arranged for its designated agent or representative ("Customer's Agent") to pay to Company the contribution-in-aid-of-construction ("CIAC") referenced in the Agreement, then Customer's Agent shall execute this Amendment for the sole purpose of establishing such agent's agreement to pay such CIAC.
5. Except as otherwise provided herein, the Agreement shall continue in full force and effect in accordance with its terms.

IN WITNESS HEREOF, the Parties have caused this Supplement to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument.

ONCOR ELECTRIC DELIVERY COMPANY LLC

By: _____

Title: _____

Date: _____

[[INSERT CUSTOMER NAME]]

By: _____

Title: _____

Date: _____

*For CIAC purposes only pursuant
to Section (4) above.*

[[INSERT CUSTOMER'S AGENT'S NAME]]

By: _____

Title: _____

Date: _____

Date: _____

Work Session and Regular Meeting

10.

Meeting Date: 01/22/2019

Department: Parks & Recreation

Pillars: Excellence in Asset Management

AGENDA CAPTION:

Consider Action to Approve a **Resolution Approving an Agreement with LOD, LTD. d/b/a Lawnscape of Dallas for Annual Mowing of Town Facilities, Various Rights-of-Way and Beautification Areas and Authorize the City Manager to Execute the Agreement** in an Amount not to Exceed \$110,696.71.

BACKGROUND:

The Parks department manages the annual mowing contract for irrigated and non-irrigated sites for town facilities including Parks, Town Hall, Finance, Police, Fire, Conference & Theatre, Stone Cottage, pump and lift stations along with various town right-of-ways and beautification areas. Irrigated sites are mown weekly, approximately 35 times between the months of March and October. Non-irrigated sites are mown bi-weekly, approximately 18 times between the months of March and October. The existing contract for this work expires in April of 2019. The existing contractor requested an early release from the contract. The Parks department rebid the contract on Bid Sync, bid # 19-09.

A bid was posted to Bidsync October 11, 2018 and was closed on November 27, 2018. Eight (8) vendors submitted bids:

Vendor	Bid Amount
LOD, LTD. d/b/a LawnScape of Dallas	\$110,696.71
Lawn Star Landscape	\$116,997.00
SLM Landscape & Maintenance Inc	\$149,981.92
Abescape Group, LLC	\$179,976.21
Carruthers Landscape Management, Inc	\$190,050.00
JD's Makit Green, Inc	\$220,212.00
Greener Pastures Landscape LLC	\$228,388.00
Superior Landscapes	\$566,215.00

Lawnscape of Dallas was the lowest responsible bidder. LawnScape of Dallas currently maintains other landscape areas for the Town and has a good working relationship with the Town. Staff recommends awarding the contract to LawnScape of Dallas

This is an annual renewable contract that can be extended for five (5) twelve-month periods under the same terms and conditions as the original contract (subject to CPI increase approval).

The total amount budgeted for this project is \$129,957.26. The contract amount will be less than the budgeted amount and of that \$3187.11 is funded from the Utility Fund, \$10,836.61 is funded from the Hotel Fund and the remaining \$86,672.10 is funded from the General Fund.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - LOD Mowing Contract

Bid Specifications

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A CONTRACT AGREEMENT BETWEEN THE TOWN OF ADDISON AND LOD, LTD. d/b/a LAWNSCAPE OF DALLAS FOR ANNUAL MOWING IN AN AMOUNT NOT TO EXCEED \$110,696.71 ANNUALLY, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The Contract Agreement between the Town of Addison and LOD Ltd. d/b/a Lawnscape of Dallas for Annual Mowing in an amount not to exceed \$110,696.71 annually, a copy of which is attached to this Resolution as **Exhibit A** and which incorporates the Town of Addison's General and Specific Conditions for construction contracts, and the Advertisement for Bids, Instruction to Bidders, General Provisions, Special Provisions, Plans and other bid documents, is hereby approved. The City Manager is hereby authorized to execute the agreement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 22th day of January, 2019.

Joe Chow, Mayor

ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

Exhibit A

CONTRACT
AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this 22nd day of January, 2019, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and LOD, Ltd. d/b/a LawnScape of Dallas of the City of Dallas, County of Dallas, State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the said CONTRACTOR hereby agrees with the said OWNER to commence and complete the services of your response to our bid:

Town of Addison Turf Mowing 19-09

and all extra work in connection therewith, under the terms as stated in the General and Specific Provisions of the AGREEMENT; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said service, in accordance with the conditions and prices stated in the Bid attached hereto and in accordance with the Advertisement for Bids, Instructions to Bidders printed or written explanatory matter thereof, and the Technical Specifications and Addenda thereto, as prepared by the OWNER, each of which has been identified by the endorsement of the CONTRACTOR and the OWNER thereon, together with the CONTRACTOR's written Bid and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

The OWNER agrees to pay the CONTRACTOR \$ 110,696.71, in current funds for the performance of the Contract in accordance with the Bid submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

IN WITNESS WHEREOF, the parties of these presents have executed this AGREEMENT in the year and day first above written.

TOWN OF ADDISON
(OWNER)

ATTEST:

By: _____
Wesley S. Pierson, City Manager

Irma Parker, City Secretary

Date: _____

LOD, Ltd. d/b/a Lawnscape of Dallas

(CONTRACTOR)

By: Kevin Kanzler / Lawnscape of Dallas

Printed Name: Kevin Kanzler

Title: President

Date: 1/11/19

ATTEST:

By: 

Printed Name: Chris Young

Title: Manager

Date: 1/11/19

The following to be executed if the CONTRACTOR is a corporation:

I, Kevin Kanzler, certify that I am the secretary of the corporation named as CONTRACTOR herein; that Kevin Kanzler, who signed this Contract on behalf of the CONTRACTOR is the President of said corporation; that said President (official title) Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: 

Corporate Seal



SM FINANCE DEPARTMENT / PURCHASING DIVISION 5350 Belt Line Road
(972) 450-7071 – Facsimile (972) 450-7074 Post Office Box 9010 Addison, Texas 75001

INVITATION TO BID

The Town of Addison is accepting bids from all interested parties for

Bid No: 1810-002

Bid Name: **Town of Addison Turf Mowing
-Annual Contract-**

Pre-Bid & Tours: **ATTENDANCE IS OPTIONAL,
BUT RECOMMENDED
TO BID ON THIS CONTRACT.**

Tuesday, November 6, 2018 at 10:00 am
Addison Service Center
16801 Westgrove Drive
Addison, Texas 75001

Bid Closing: **Tuesday, November 27, 2018 at 2:00 p.m.**
Finance Department
Town of Addison
5350 Belt Line
Dallas, Texas 75254

SCOPE OF WORK:

The work involves providing the highest quality turnkey professional mowing and turf maintenance related services within the Town of Addison. All work to be performed within the scope of these specifications shall be strictly managed, executed and performed by experienced personnel using only sound industry practices.

Since Bidsync.com maintains the vendor files for the Town of Addison, bidders do not need to notify the Town if they do not intend to bid on this project. For vendors that would like to be removed from the bidder's list, please notify the Town of Addison in writing.

Please pay particular attention to Receipt and Preparation of the bid.

Questions concerning the bidding process shall be posted through BidSync. Questions will be answered

in a timely manner. All participating vendors will be able to see all answers.

TOWN OF ADDISON TURF MOWING -ANNUAL CONTRACT-

1.0 SCOPE OF SERVICES

The Town of Addison is seeking to obtain an annual contract with one contractor for professional turnkey services for mowing, edging, blowing, line trimming, and litter control, to include pet waste removal, of turf on city properties, parks, medians, and right-of-ways. This is a **non-bagged mulching** contract on all Bermuda, Zoysia, and St. Augustine grass sites using mulching type mowers/mowing kits. All non-irrigated sites may be side discharged with the use of deflector shields.

Note: *Subcontractors shall not be allowed under this contract.*

2.0 AWARD OF CONTRACT

The Town of Addison reserves the right to reject any or all bids, reject any particular item on a bid, and to waive immaterial formalities. The contract will be awarded to the lowest responsible bidder whose bid is most advantageous to the city, price and other factors considered.

3.0 WORK

The work under this annual contract shall include the following:

- a. Mowing
- b. Line Trimming
- c. Edging
- d. Blowing
- e. Litter/Debris clean up
- f. **Removal of pet waste in all mowing areas including dog parks.**
- g. Removal of downed limbs/twigs prior to mowing operations.

4.0 CONTRACT PERIOD

The first term of the contract shall be for a period of twelve (12) months beginning on the date of contract award. The contract term may be extended for up to five (5) additional one (1) year periods under the same terms and conditions, provided such extensions are acceptable to the Owner and the Contractor. The Contractor shall confirm or deny contract renewals in writing by a minimum of ninety (90) days prior to the expiration of the contract. A price increase based upon the Consumer Price Index (CPI) - Dallas area for each twelve (12) month extension period will be considered for approval during each year of contract renewal not to exceed 4% per twelve (12) month period. Request for a CPI price increase must be received in writing a minimum of thirty (30) days prior to the contract renewal date.

5.0 WORK SCHEDULE

All sites must and shall receive maintenance as specified within a maximum of a five weekday (Monday-Friday) period. In the event of inclement weather that prevents completion within the maximum five scheduled weekdays, the Contractor must notify the Parks Department representative of failure to meet the expected completion time and specify when the revised schedule will be completed. The Contractor shall be responsible for rescheduling the work on the ensuing weekend days in the event weather or any other conditions do not allow completion of work during the normal Monday-Friday weekdays scheduled. Any mowing delayed by weather and rescheduled for the weekend shall be submitted for approved by the Parks Department representative.

6.0 EQUIPMENT LIST

6.1 In the opinion of the Town of Addison Parks Department, the minimum equipment that is required to fulfill this contract within the five (5) weekdays work period is listed below. These numbers are based on historical data. To qualify as a responsible bidder, this equipment shall be verified prior to recommendation of award of contract.

- a. Two (2) full-size clean and professional appearing enclosed company trucks or truck/trailer combinations clearly and permanently marked with the company name and equipped to haul mowing equipment.
- b. Two (2) three-person crews.
- c. Four (4) 60" to 70" riding mowers
- d. Two (2) 42" walk-behind mowers
- e. Four (4) 21" self-propelled walk behind mowers.
- f. Four (4) weed eaters
- g. Two (2) stick edgers
- h. Four (4) backpack blowers

6.2 The contractor shall be responsible for providing backup equipment in the event equipment break down occurs to prevent delays in the weekly mowing schedule.

7.0 SAFETY EQUIPMENT

The minimum requirement for safety equipment is:

- a. Four (4) clearly identifiable "MOWERS AHEAD" and/or equal traffic pre-warning signs (two per crew).
- b. Four (4) warning sign stands (two per crew).
- c. Forty (40) fluorescent cones (20 per crew).
- d. Fluorescent colored traffic vests – (1) for each on-site employee. **Traffic vests shall be worn by the employees while working in or in close proximity to traffic situations.**

8.0 SITE LOCATIONS

The approximate square footages listed below are not to be used in preparing bids. The Pre-Bid Tour will consist of a tour to each site so each Contractor can observe the characteristics and boundaries

of each. After the Pre-Bid Tour, it shall be the responsibility of the Contractor for locating and field verifying all dimensions of turf areas to be maintained when estimating the bid.

Note: Sites may be added to or deleted from the contract at the discretion of the Owner.

AREA	ADDRESS	SQ FT
<u>Irrigated sites – Maintain Weekly, March through October - Approximately 35 mowings.</u>		
Arapaho Medians & R.O.W. including areas under the bridge	Quorum Rd. to Marsh Ln.	262,057
Athletic Club	3900 Beltway Dr.	106, 548
AT&T Building	4851 Arapaho Rd. (at SE corner with Edwin Lewis)	1,079
Bellbrook Estates Entries (2)	At Winnwood Dr. and at Celestial Rd.	436
Beltway Dr. Medians	Surveyor Blvd. to Marsh Ln.	66,647
Beltway Park	On N. side of Beltway Dr. between Spring Creek BBQ & Walnut Square Townhomes	60,984
Beltwood Reservoir R.O.W.	On N. side of Belt Line Rd. between Addison Rd. and Beltway Dr.	43,560
Celestial Park	5501 Celestial Rd.	165, 528
Celestial Place R.O.W.	Both sides of Celestial Pl. entry	16, 988
Celestial Pump Station	5510 Celestial Rd.	39, 988
Conference/Theatre Centre/ Water Tower/Stone Cottage & parking lots	15650 Addison Rd	65, 993
Dome Park	14707 Sherlock Dr.	12,807
Easement Dog Park	3900 Beltway Dr.	37,462
Easement Park	3900 Beltway Dr.	187, 874
Easement Park Extension	From Easement Park to Greenhill School	87,120
Finance Building	5350 Belt Line Rd.	35,589
Fire Station #1 & Airport Pkwy. R.O.W.	4798 Airport Pkwy.	34,620
Fire Station #2	3950 Beltway Dr.	28, 183
Fuel Farm	Along Addison Rd. between Roscoe Tuner Dr. & George Haddaway Dr.	16,113
Inwood Mini-Park – 2 triangles	14604 Inwood Rd. SW corner Belt Line Rd./Inwood Rd.	19,733
Inwood ROW	E. side of Inwood & S. of Belt Line	35,153
Kellway Lift Station	4245 Kellway Circle	33,018
Landmark Park	SE corner Landmark Blvd./ Landmark Pl.	22,651
Les Lacs Area – Beltway Dr. R.O.W. North/South		100,188
Les Lacs Area – Lake Greenbelt		143,748
Les Lacs Ave. R.O.W. - 2 sides		32, 409

Les Lacs Park North (of Beltway)	From office building at Surveyor to Marsh Ln.	322, 344
Les Lacs Park South	Between single family homes & apartments + Loos complex from Marsh Ln. to Greenhill School	141, 526
Les Lacs Park – Dog Park	W. side of Loos Complex & between Les Lacs Park South & Woodward Dr.	21,257
Marsh Lane Medians – 2	N. of Belt Line Rd. & before railroad tracks	2,875
Marsh Lane R.O.W.	South of Beltway Dr. to apartments	74,052
Montfort R.O.W.	Just N. of Verde Valley to along wall S. of Celestial Rd.	4,922
Montfort Median – 1	Just S. of Verde Valley	4,748
North Addison Park	17100 Addison Rd.	139,392
N. Midway Triangle Pocket Park	15740 Midway Rd.	22,477
Oaks North Subdivision – (Entries, ROW, Cul-de-sacs, & Islands – 9 areas)		55,278
Police Building & Eddie Rickenbacker R.O.W.	4799 Airport	34,621
Proton R.O.W. and Medians – 2 sides		75,054
Quorum Dr. Medians	Westgrove Dr. to Airport Pkwy. & Arapaho Rd. to Belt Line Rd.	78,408
Quorum Park	16201 Quorum	143,095
Service Center	16801 Westgrove	29,055
Surveyor Pump Station	15130 Surveyor Blvd.	15,856
Spring Valley Rd. (old) Medians	Midway Rd. to E. of Vitruvian Way (1 st median)	11,413
Town Hall	5300 Belt Line Rd.	63,815
Town Park	3799 Sidney	54,450
Vitruvian Way Mini-Park	SE corner of Vitruvian Way/Marsh Ln.	3,920
Westgrove Median	Westgrove at Dallas Pkwy.	2,004
Winnwood Park	5580 Belt Line	32,234

Non-irrigated (rough) sites – Maintain Bi-weekly, March through October - Approximately 18 mowings

Arapaho/Quorum NE corner	Two large undeveloped lots on both sides of Spectrum Dr.	261,360
Beltway Median at Belt Line	South side of Belt Line Rd.	479
Beltway/Arapaho Connector Trail	Between Arapaho Rd. and Beltway Dr.; E. of Asbury Ct. Townhomes & BB&T Bank	73,245
Celestial Pump Station Triangle	5510 Celestial Rd.	18,687
Event Site – South of Festival Way		261, 360
Excel Parkway – 7 Medians		65,340
Old Fuel Farm	Addison Rd. along Addison Airport & S. of Roscoe Tuner	10,740
Landmark Blvd. – 6 Medians and R.O.W.		68, 825

Town Hall – Creek Greenbelt	5300 Belt Line; far side of creek along single-family homes	10,934
White Rock Creek R.O.W.	On E. side of Winnwood Rd.	4,312
Winnwood Park – South of Two Ponds	5580 Belt Line	61,420

9.0 LAWN MAINTENANCE

9.1 Mowing

- a. Irrigated sites - Once per week
Non-irrigated sites - Bi-weekly
- b. March through October - All sites - Regular (weekly or bi-weekly as specified)
- c. Supplemental mowings may be required on an as needed basis. In some cases, special events may dictate the need for additional mowings in areas designated by the Parks Department representative. Typically, most sites will only require mowing once per week during the growing season; however, the Contractor must be capable of providing mowing crews at last minute notice in case the Town requests a site be mowed for a special event or special need. Regular mowings may extend past October depending upon weather. The Parks Department representative will designate such mowings. Mowings shall be bid on a turnkey unit basis per site/per mowing. Weekly mowings may be reduced to bi-weekly at the discretion of the Parks representative. An example of such would be in response to the slower rate of growth of the grass due to cooler temperatures or watering restrictions. The Parks Department may also request additional mowings to address early emergence of spring weeds.
- d. Mowing shall be at the proper heights according to the season and type of grass, generally, Bermuda: 1 ½", St. Augustine: 2 ½", Zoysia: 2", to keep all turf areas looking crisp, clean, and well-groomed. Sites are planted with Bermuda, St. Augustine, or Zoysia grass. Height of mowing will be dictated by the time of season and will vary according to growth rate. The contractor shall be responsible for adjusting mower heights to prevent scalping. Follow recommendations for mow heights established by Texas A&M University research based upon grass type.
- e. Each mowing, where possible, will be performed at an oblique or ninety-degree angle to the previous one.
- f. Use of rotary mulching type mowers designed for commercial use shall be required on all irrigated lawn areas. Rotary mulching mower blades shall be kept sharp at all times. The Owner will perform routine inspections of mowers for blade sharpness and heights.
- g. Use of rotary side discharge type mowers designed for commercial use is permissible on all non-irrigated bi-weekly mow sites if, in the opinion of the

Parks representative, the results are satisfactory. Use of deflector shields shall be required.

- h. All lawns damaged due to negligence of the Contractor shall be professionally re-sodded by the Contractor. Such areas shall be identified by the Parks Department representative. Any other plantings or structures damaged by negligence shall be the responsibility of the Contractor to repair or replace expeditiously at his own cost and to the Owner's satisfaction. This shall include, but not be limited to, line trimmer and/or mower damage to trees, shrubs, groundcovers, and/or landscape lighting, furnishings, retaining walls, etc.
- i. Discharge or blowing of grass into the Les Lacs lake, Winnwood ponds, Finance and Town Hall creeks, or other waterways is not permissible. Following each mowing, any grass deposited into such areas shall be promptly removed by the Contractor and properly disposed of.
- j. Exercise extreme care when changing directions with riding type mowers to prevent damage, 'skinning', of the turf.
- k. Mowing is weather dependent and the number of mowings and/or frequency during any growing season may vary.
- l. DO NOT mow during wet conditions to eliminate rutting and tracking.
- m. ***Mulch mowing of leaves that accumulate on properties shall be required as part of this contract. Repeated mowing passes may be necessary in order to cut the leaves into an acceptable size.***
- n. ***In areas where sparse vegetation occurs due to shading from mature trees, mowing and/or line trimming of the remaining grass and/or vegetation/weeds must and shall occur.***
- o. Turf clippings **SHALL NOT** be left in or blown into any street and shall be removed before the Contractor leaves the site. No turf clippings shall be discharged or blown into waterways or storm sewer inlets. The Contractor may face potential fines for such operations. Any such clippings must and shall be immediately removed by the Contractor at his own cost.
- p. Exercise care when operating mowers, weed eaters, and blowers around persons, pets, and wildlife.

9.2 Edging/Line Trimming

- a. A hard edge with a blade-type edger shall be made. Edging of hard surfaces with line type trimmers is not permissible.
- b. All turf perimeters along and around walkways (including pavers), curbs, walls, bed edging, utility poles, etc., and other fixtures (including recessed lighting)

shall be edged/trimmed at each mowing.

- c. Sprinkler valve boxes and meter boxes shall be trimmed as often as necessary to keep them clearly visible.
- d. The hard surface areas adjacent to turf shall be swept and/or blown clean after each operation.
- e. Line trimming and spraying of weeds within the concrete/paver noses of medians is required under this contract.

9.3 Pond and Creek Areas

- a. The Contractor shall be responsible for line trimming to the water line locations where creeks, ponds, and/or lakes are present.
- b. Do not allow mowers to throw grass into lakes, ponds, or waterways.
- c. The Contractor shall be responsible for removal of trash and debris from all water edges and shorelines.
- d. All ground surfaces around any water area shall be maintained to the water line.
- e. Any grass, trash, or debris deposited into such areas shall be promptly removed by the Contractor at his own cost and properly disposed of. Failure to do so could result in potential fines.

9.4 Litter/Cleanup

- a. All debris, trash/litter, limbs/twigs, rocks, **pet waste**, etc. shall be collected in the turf areas and removed from site by the Contractor prior to each mowing.
- b. All drives, parking areas, storm drains, ditches, culverts, vaults, curb lines and any storm drainage structure shall be kept clean of grass clippings, litter, and debris. A free flow of water shall be maintained at all times.
- c. The Contractor shall be responsible for cleaning any pavement, structure or other surface of debris, litter, tire markings, material, etc. created by his grounds maintenance activity to the satisfaction of the Owner's designated representative.
- c. The Contractor shall be responsible for removal of all grass clumps or surface grass clippings to prevent smothering of the turf and to create a pleasant and professional appearance. Any grass left after mowing shall be raked or vacuumed. Clippings shall not be placed in on-site dumpsters. The Contractor shall remove such clippings to a legal dump site.
- e. The Contractor shall not put any waste in any city dumpster or trash receptacle or private dumpster other than his own.

9.5 Fertilization/Pre-emergent Herbicide Applications

- a. The Owner will apply fertilizer and/or pre-emergent herbicides to all turf areas at regular intervals during the growing season. The Contractor may be responsible for adjusting the mowing schedule when such applications occur. The Owner will give the Contractor at least a one (1) week notice of applications to turf areas.

9.6 Watering

- a. The Owner will program irrigation controllers to accommodate the mowing schedule provided in writing by the Contractor. In order to accomplish this, the Contractor shall provide a written schedule of mowing at least two (2) weeks prior to the commencement of each mowing season. Any changes in the mowing schedule must and shall be submitted a minimum of one (1) week in advance to allow for adjustments.

10.0 INSPECTIONS

- 10.1 The Owner will make routine inspections of the entire town related to the appearance of the grounds and the Contractor's performance. The Contractor shall make repairs to damages caused by his actions as required by the Owner, including damage to sprinkler heads and boxes or any other city property.

- 10.2 Schedule: Prior to beginning work under this contract, the Contractor shall provide the Owner with a detailed written maintenance schedule of how he expects to accomplish this work along with a statement of anticipated labor forces in order to maximize production, quality and efficiency. The schedule shall include target dates for all cycle and period work, time estimates for task completion, staffing, equipment types and quantities, etc. Any time the schedule changes, or is anticipated to change, the Contractor shall provide the Owner with a revised schedule at least one (1) week in advance.

- 10.3 The Contractor's authorized representative shall personally contact the Owner's designated representative should any unforeseen problems arise or if mowing is not to occur on any given day due to weather or any other reason. The Contractor shall issue legible written weekly reports on company letterhead or printed company work reports including:

- a. Date
- b. Printed name and signature of employee generating report
- c. Locations of performed services
- d. Specific problems or conditions requiring attention, including any property damaged
- e. Moisture conditions on each site if adverse (too dry or too wet)

Site reports are to be filed with the Owner's designated representative at the completion

of each workday. Reports may be faxed to (972) 450-2834 or emailed to rlee@addisontx.gov.

- 10.4 It shall be the Contractor's responsibility to provide adequate personnel, materials and equipment to meet his commitments to these schedules and to meet the Owner's expectations. Periodic meetings will be held either on-site or in the offices of the Owner to discuss progress made to date and modifications to the schedule required to meet short term as well as long term objectives and goals of the Owner. It is further understood that a representative of the Contractor shall attend all job meetings of this nature.

11.0 SPECIAL CONDITIONS

- 11.1 All services herein provided shall be done in a courteous and orderly manner with a minimum of inconvenience to the businesses, residents, and to the Owner's representatives. All maintenance personnel shall be qualified and proficient in the operations of the landscape industry and be appropriately and neatly dressed, in clearly identifiable uniforms that are the same color and bearing the company logo, at all times while on the property. Shirts must be worn at all times. Gym shorts and tank tops are not appropriate dress. Sturdy, safe footwear must also be worn along with safety vests when required. No music will be allowed to be played by Contractor's personnel while on property.
- 11.2 The Contractor shall provide a qualified English-speaking supervisor/foreman on-site with each crew at all times during any maintenance activity to be responsible for the progress of the work and the conduct of the Contractor's personnel and to answer any questions that may arise. Any time the Contractor's work force is divided between two (2) or more sites, a qualified English-speaking supervisor shall be present at each site. **The supervisors/foremen on-site must have read and be familiar with these specifications and have a means with which to be contacted on-site by the Owner.**
- 11.3 The personnel performing the services described herein shall be under the sole responsibility and the employ of the turf mowing Contractor and shall be constantly supervised and shall be competent, experienced, skilled lawn and plant maintenance-oriented people. All of the Contractor's employees shall be authorized to work in the United States as required by the Immigration Reform and Control Act of 1986. All Contractor personnel shall maintain their appearance and behavior in a professional manner at all times while on property.
- 11.4 All materials and equipment brought to the site are the full responsibility and liability of the Contractor. Vehicles on the sites must bear the company's logo and be clearly identified. Vehicles shall also be in good working order and appear professional in nature and condition.
- 11.5 While on site, the Contractor's representative shall take directions from the Owner's designated representative. Should the need arise, scheduled grounds-keeping activities may be preempted by the Owner's representative in order to respond to other landscaping priorities.
- 11.6 The Contractor shall provide the Owner's representative with a list of locations

completed at the end of each working day (Daily Work Report). Such reports may be either faxed to (972) 450-2834 or emailed to rlee@addisontx.gov.

- 11.7 The Contractor is responsible for immediately notifying the Owner regarding any damages to public or private property, dry/wet areas, or problems related to the site irrigation system.
- 11.8 The Contractor shall supervise and direct the work, using his best skill and attention. The Contractor shall be responsible for all turf maintenance methods, techniques, and procedures and for coordinating all portions of the work under the contract.
- 11.9 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, material, equipment, tools, transportation, and other facilities and services necessary for the proper execution and turnkey completion of the work specified in this contract.
- 11.10 The Contractor shall at all times enforce strict discipline and good order among his employees. The Contractor shall only utilize workmen who are, in the opinion of the Owner, satisfactory and sufficiently skilled for the efficient performance of all work under this contract.
- 11.11 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulation, and orders of any public authority in connection with the performance of the work.
- 11.12 The Contractor shall be responsible for the acts and omissions of all his employees and his agents.
- 11.13 The Contractor shall be responsible for initiating, maintaining and supervising appropriate safety precautions and programs in connection with his work. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the project and other persons, pets, or wildlife who may be affected thereby, (2) the project and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto.
- 11.14 The Contractor shall instruct his employees to use caution while operating mowers, edgers and line trimmers near trees, shrubs and ground covers to prevent damage. Damage to trees, shrubs, or ground covers will not be tolerated. The Owner shall make routine inspections of each site to inspect for mower or line trimmer damage. Signs of damage to trees by mowers or by line trimmers may be grounds for termination of this contract or the issuing of a replacement plant material value to be assessed by the Owner to the Contractor. The Contractor shall be responsible for seeing that his employees are taking every precaution to protect trees, shrubs, and ground covers from damage.
- 11.15 The Contractor shall be responsible for immediate notification of any and all damage to property, including, but not limited to the sprinkler system components, metal edging, lighting, windows, fences, trees, shrubs, etc. of all sites caused by the Contractor and/or his employees. The Contractor shall be liable for any and all damages to Town owned public property, adjacent private property, or vehicles while executing the provisions of

the contract.

- 11.16 Any labor, services, or materials over and above the scope of this contract must be approved by Owner's designated representative and may be billed at an extra per man hour cost plus the cost of any materials. There will be a line item on the bid to provide such pricing. No mark-up of materials shall be allowed. The Owner shall pay only wholesale material prices with no mark-up by the Contactor and only for materials requested by the Town's representative(s).
- 11.17 The Contractor shall provide warning signs and traffic cones at points along all street medians and R.O.W.'s to protect workers and safeguard all traffic. All warning signs and cone layouts shall be provided and maintained in accordance with the requirements of the Town of Addison traffic control regulations and the Texas Manual on Uniform Traffic Control Devices.
- 11.18 Additional sites may be added during the contract term and the Town will negotiate prices with the Contractor for the additional sites. Sites may also be deleted with savings to the Town based upon the number of mowings remaining times the contract cost for each.
- 11.19 ***Town Hall mowing hours: So that noise does not disturb the numerous meetings throughout the day at Town Hall, mowing at this location shall only take place between the hours of Noon-1 p.m. and only on Monday or Tuesday or 8 a.m.-5 p.m. weekends.***
- 11.20 **Pet waste must be removed prior to mowing any and all properties** with special emphasis on the Town designated off-leash dog parks.
- 11.21 No subcontracting of any portion of the services under this contact shall be allowed.

12.0 PAYMENT

Payment processing for an invoice shall only begin upon receipt of a 'verified invoice' from the contractor. An invoice shall only be accepted for payment once the work has been verified by the

Town's representative that all work stipulated for payment on the invoice has been satisfactorily completed. Thirty (30) days from the receipt of a verified invoice shall be allowed for the processing of each invoice. Payment to the contractor shall be mailed out to the address supplied by the contractor. No checks shall be made available for pick up by the contractor.

Work Session and Regular Meeting

11.

Meeting Date: 01/22/2019

Department: Communications & Marketing

Pillars: Optimize the Addison Brand

AGENDA CAPTION:

Present, Discuss and Consider Action on a **Resolution Approving a Contract with Rodney Hand Associates Marketing Communications, LP for Advertising in Addison - The Magazine of the North Dallas Corridor** and Authorize the City Manager to Execute the Agreement in an Amount not to Exceed \$90,000.

BACKGROUND:

In October 2018, Rodney Hand, the publisher of Addison Magazine, informed us that he no longer planned to publish Addison Magazine in its current form. According to Mr. Hand, advertising income over the past year has diminished to a point that the publication was losing money each issue. For 20 years, Addison Magazine has promoted the Addison brand in hotel rooms throughout North Dallas. Our current \$132,000 advertising contract with Addison Magazine is funded through the Marketing Department and Hotel Funds.

The Marketing Department has been working with Addison Magazine to brainstorm options to reduce the scope of the magazine, its website, and its weekly e-newsletter to accommodate a diminished budget, but still achieve our tourism goal of having an Addison-branded publication in local hotel rooms.

The pricing submitted by two other companies for in-room publications (range \$35K-\$40K per issue) did not include delivery to the hotels. Addison Magazine's proposal included not only delivery to Addison hotels, but also placement in an additional 13 hotels along the North Dallas corridor, additional publications to replace worn out copies between printings and an audit of the magazine placement. Addison Magazine was the only company to offer a corresponding website and a regular electronic newsletter component in their proposal. Based on the enhanced service and robust digital platform, staff is recommending forward to Council a \$90,000 advertising contract with Addison Magazine that will include:

- **Visitors' Guide:** to be distributed to the current 36 hotels featuring almost 8,000 hotel rooms two times per year (targeted publish dates each year are April and October).
 - Addison will receive 18 pages of Run of Book (R.O.B.) advertising and editorial for each of the two issues, with guaranteed inside back cover and up to four additional full-page ads.
 - This new version will be the same oversized size as the current Addison Magazine with a little heavier text paper weight to give it long life in the hotel rooms, with a minimum of 40 pages.
 - A minimum of 10,000 copies will be printed and distributed (giving approximately 2,000 extra each issue for replenishment throughout the semi-annual cycle). Addison Magazine currently has contracts with 36 hotels in the North Dallas corridor for in-room placement of the publication.
 - The publisher will deliver the publication to the hotels and verify they are placed in hotel rooms. The publisher will also distribute the guide to participating hotel sales offices, corporate concierges and selected commercial, and residential leasing offices. It will not be mailed to residents.
 - The advertising sales area will be limited to: South of Legacy, East of Marsh Lane, North of Harvest Hill, West of Hillcrest Road.
- **Digital Issue** will be published at the same time as the print issue.
 - A link to the digital issue will be included in the E-News and included on the website
 - Addison will receive 18 pages of R.O.B. advertising and editorial for each of the two issues, with guaranteed inside back cover and up to four additional full-page ads.

- Website will be maintained with content updates to be made a minimum of every two weeks.
 - Addison to be given advertizing space each month on the home page, as well as each of the category pages.
 - The current Addison Magazine website has on average 25,000 visitors per month.
- E-News Publication will be produced and distributed at a minimum frequency of every two weeks.
 - Addison will receive one banner ad position in each issue of the E-News publication.
 - Editorial focus will be on items related to Addison tourism (restaurant specials, live musical entertainments, events, etc.) and less “life style” oriented (travel, medical updates, etc.)
 - The current Addison Magazine E-News has 24,000 subscribers.

Addison Magazine Contract History

Year	Times per Year	Annual Cost	Distribution
1998	2	\$80K	Addison hotels
2000	3	\$90K	Addison hotels, plus North Dallas Corridor businesses and residential community
2006	4	\$111K	Increased distribution to 7,500 businesses, 8,000 residents, 6,500 hotel rooms and added newsstands and retail
2012	52	\$0	Added a digital platform
2015-16	6	\$132K	Continued to increase circulation - added Foreign Consulates per EDT request in 2014-15.
2018	2	\$90K	Addison and North Dallas Corridor hotels (36), participating hotel sales offices, corporate concierges, and selected commercial and residential leasing offices plus the digital platform

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Rodney Hand Associates Agreement

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT FOR ADVERTISING BETWEEN TOWN OF ADDISON AND RODNEY HAND & ASSOCIATES MARKETING COMMUNICATIONS, LP FOR PRODUCTION, PROMOTION AND DISTRIBUTION OF ADDISON AND THE NORTH DALLAS CORRIDOR GUIDE IN AN AMOUNT NOT TO EXCEED \$90,000.00, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The Agreement for Advertising between the Town of Addison and Rodney Hand & Associates Marketing Communications, LP for production, promotion and distribution of *Addison and the North Dallas Corridor Guide* in an amount not to exceed \$90,000.00, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 22nd day of January, 2019.

Joe Chow, Mayor

ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Agreement for Advertising

This Agreement for Advertising ("Agreement") is made as of _____, 2019 by and between the Town of Addison, Texas ("Addison" or the "Town") and Rodney Hand & Associates Marketing Communications, LP ("Hand") (Addison and Hand are sometimes referred to herein together as the "Parties" and individually as a "Party").

Recitals:

Whereas, The Town is a home rule Texas municipality, and Hand is a Texas limited partnership;

Whereas, Hand is the owner of a publication known as, *Addison and The North Dallas Corridor Guide* published by Hand in both print and digital editions. (being sometimes referred to in this Agreement as the "Publication");

Whereas, Hand also reproduces the Publication in (a) a digital format (the "Digital Magazine") (b) a website (www.addisonmagazine.com) that promotes the Publication, and Addison and the North Dallas area (the "Website"), and (c) a periodic electronic newsletter that includes stories, promotions, and information regarding Addison and the North Dallas area that Hand promotes through an electronic mail distribution ("E-News");

Whereas, the Town desires to advertise in the Publication, on the Website and in the E-News for the purpose of promoting the Town and the surrounding area to visitors through distribution in hotel rooms and elsewhere in the Town and North Dallas area; and

Whereas, Hand agrees to produce the Publication, the Digital Magazine, the Website, and the E-News and promote and distribute them in accordance with the terms, conditions, and provisions of this Agreement, including Exhibit A and Exhibit B attached hereto and incorporated herein).

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

1. Incorporation of Recitals. The above and foregoing Recitals are true and correct and are incorporated into and made a part of this Agreement.

2. Term. This Agreement shall be in effect for a period of one (1) year, beginning on the date of execution hereof by the last of the Town and Hand and ending one (1) year thereafter, subject, however, to the termination provisions of this Agreement. Following the initial one (1) year term, this Agreement may be renewed by the Town for four (4) additional one (1) year terms (each such one (1) year term being a "Renewal Term") by the Town giving written notice to Hand of its election to renew not later than 30 days prior to the end of the initial term or a Renewal Term,

as applicable. The terms, conditions, and provisions of this Agreement shall apply to each Renewal Term except as the parties may otherwise agree in writing (each Renewal Term, the dates for various items included in this Agreement will be modified).

3. Distribution of Publication, the Digital Magazine, the Website, and the E-News. Hand will direct and distribute the Guide primarily to Addison and North Dallas hotels (as identified and agreed upon by the Town and Hand).

Hand will also direct and distribute the Digital Magazine, the Website, and the E-News.

The production, distribution, and promotion of the Publication, the Digital Magazine, the Website, and the E-News will be provided and performed by Hand in accordance with the terms, conditions, and provisions of this Agreement.

4. Obligations, Representations and Warranties of Hand and the Town: **Waiver: Hand's Indemnification Obligation.**

A. *Hand's Obligations, Representations, Warranties.*

(1) In connection with the Publication, the Digital Magazine, the Website, and the E-News, and their publication, promotion, and distribution, Hand agrees to provide its professional work and services set forth in this Agreement to the Town's satisfaction, in a professional manner, and represents, warrants and covenants that:

- (a) Hand shall acquire any and all licenses, agreements, permits, waivers, releases, registrations, approvals, authorizations, or any other permit or document required or necessary to produce and distribute the Publication, the Digital Magazine, the Website, and the E-News.
- (b) In the production and distribution of the Publication, the Digital Magazine, the Website, and the E-News, Hand shall comply with all applicable federal, state and local laws, rules and regulations.
- (c) During the term of this Agreement, neither Hand nor any of Hand's associates or employees shall participate, whether directly or indirectly, financially or otherwise, in the production of any other publication related to Addison or the North Dallas area.
- (d) Hand shall keep and hold all information provided to it by the Town in connection with this Agreement in confidence and shall not disclose such information to any third party. This paragraph shall survive the termination hereof.
- (e) Upon request following publication of any issue, Hand shall provide a report in writing to the Town that provides information and data regarding the Publications, the Digital Magazine, the Website, and the E-News and their distribution, use, progress, development, and accomplishments. Each report shall be certified as true and correct by an officer of Hand authorized to provide such certification and shall include, among other things:

- (i) the number of Guides that have been distributed to third parties (e.g., hotels, businesses, individuals);
- (ii) the number of E-News publications distributed to unique e-mail addresses;
- (iii) the number of visitors to the Website, including the number of visitors who visited the Website through a search engine (e.g., Google) and through a link on another website, the average number of pages per visit by a visitor to the Website, the average time spent on the Website by a visitor to the Website, and the bounce rate (the percentage of visitors to the Website that leave the Website before clicking anything on the Website); and
- (iv) how the Town's digital advertisements are tracking and performing.

Hand and the Town (through the Town's Director of Public Communications or such other person as the Town Manager may designate (the "Director") will work together to determine other information and data to be included in a report.

(2) **Hand's Indemnification Obligation.** HAND COVENANTS, AGREES TO, AND SHALL DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO ADDISON), INDEMNIFY, AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS, ELECTED AND APPOINTED OFFICIALS, AND OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES OF THE TOWN OF ADDISON, TEXAS, INDIVIDUALLY OR COLLECTIVELY, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES (THE TOWN AND SUCH ELECTED AND APPOINTED OFFICIALS, AND SUCH OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES OF THE TOWN EACH BEING AN "ADDISON PERSON" AND COLLECTIVELY THE "ADDISON PERSONS"), FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, JUDGMENTS, LAWSUITS, DEMANDS, HARM, LOSSES, DAMAGES, PROCEEDINGS, SUITS, ACTIONS, CAUSES OF ACTION, LIENS, FEES, FINES, PENALTIES, EXPENSES, OR COSTS, OF ANY KIND AND NATURE WHATSOEVER MADE UPON OR INCURRED BY THE TOWN OF ADDISON, TEXAS, WHETHER DIRECTLY OR INDIRECTLY, (THE "CLAIMS"), THAT ARISE OUT OF, RESULT FROM, OR RELATE TO: (I) THE WORK AND SERVICES TO BE PROVIDED BY HAND PURSUANT TO THIS AGREEMENT AS DESCRIBED HEREIN, INCLUDING IN SECTIONS 3 AND 4, ABOVE, AND IN EXHIBIT A AND EXHIBIT B ATTACHED HERETO AND INCORPORATED HEREIN, (II) ANY REPRESENTATIONS AND/OR WARRANTIES BY HAND UNDER THIS AGREEMENT, (III) ANY PERSONAL INJURIES (INCLUDING BUT NOT LIMITED TO DEATH) TO ANY HAND PERSONS (AS HEREINAFTER DEFINED) AND ANY THIRD PERSONS OR PARTIES ARISING OUT OF OR IN CONNECTION WITH HAND'S PROVISION OF ITS WORK AND SERVICES UNDER OR IN CONNECTION WITH THIS AGREEMENT, AND/OR (IV) ANY ACT OR OMISSION UNDER, IN PERFORMANCE OF, OR IN CONNECTION WITH THIS AGREEMENT BY HAND OR BY ANY OF ITS OWNERS, DIRECTORS, OFFICERS, MANAGERS, PARTNERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, INVITEES, PATRONS, GUESTS, CUSTOMERS, LICENSEES, SUBLICENSEES, OR ANY OTHER PERSON OR ENTITY FOR WHOM HAND IS LEGALLY RESPONSIBLE, AND THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, DIRECTORS, OFFICERS, MANAGERS, PARTNERS, EMPLOYEES, AGENTS, CONTRACTORS,

SUBCONTRACTORS, INVITEES, PATRONS, GUESTS, CUSTOMERS, LICENSEES, SUBLICENSEES (COLLECTIVELY, "**HAND PERSONS**"). HOWEVER, HAND'S LIABILITY UNDER THIS SECTION SHALL BE REDUCED BY THAT PORTION OF THE TOTAL AMOUNT OF THE CLAIMS (EXCLUDING DEFENSE FEES AND COSTS) EQUAL TO THE ADDISON PERSON OR ADDISON PERSONS' PROPORTIONATE SHARE OF THE NEGLIGENCE, OR CONDUCT THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND, THAT CAUSED THE LOSS. LIKEWISE, HAND'S LIABILITY FOR ADDISON PERSON'S DEFENSE COSTS AND ATTORNEYS' FEES SHALL BE REDUCED BY THAT PORTION OF THE DEFENSE COSTS AND ATTORNEYS' FEES EQUAL TO ADDISON PERSON OR PERSONS' PROPORTIONATE SHARE OF THE NEGLIGENCE, OR CONDUCT THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND, THAT CAUSED THE LOSS.

HAND SHALL PROMPTLY ADVISE THE TOWN OF ADDISON IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY ADDISON PERSON RELATED TO OR ARISING OUT OF HAND'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT HAND'S SOLE COST AND EXPENSE. THE ADDISON PERSONS SHALL HAVE THE RIGHT, AT THE ADDISON PERSONS' OPTION AND OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING HAND OF ANY OF ITS OBLIGATIONS HEREUNDER. THIS DEFENSE, INDEMNITY, AND HOLD HARMLESS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

(3) **Waiver.** Hand, its officers, agents and employees do hereby waive any and all claims for damage, injury or loss to any person or property, including the death of any person, that may be caused, in whole or in part, by the act or failure to act of any officer, agent or employee of the Town. Hand, its officers, agents and employees assume the risk of all conditions whether dangerous or otherwise, in and about the premises of the Town, and waive any and all specific notice of the existence of any defective or dangerous condition in or about the said premises. The provisions of this paragraph shall survive the termination of this Agreement.

B. *Town's Obligations.* The Town agrees that it will:

- (1) Pay Hand the sum of \$45,000.00 per issue for 18 pages of R.O.B. (Run of Book) advertising and editorial (see page 1 of exhibit A) in each of the two (2) issues of the Publication identified in Exhibit B. Such payment shall be made in accordance with the terms of this Agreement, including Exhibit A attached hereto and incorporated herein. The total not to exceed amount under this Agreement is \$90,000.00.
- (2) Such payments identified in Subsection (1) above, include payment to Hand for Hand's delivery of each issue of the Publications to various locations approved by the Director. Such sum shall be paid by the Town to Hand upon the Town receiving proof acceptable to the Town of the completion of the distribution.

The payments described in (1) and (2) of this subsection B., in addition to being full payment for Hand's work and services regarding the Publications, are and constitute full payment for Hand's work and services regarding the Digital Magazines, the Website, and the E-News as described in this Agreement.

5. Termination.

A. This Agreement may be terminated at any time by either party hereto in the event that the other party is in breach of any term of this Agreement and such breach continues for more than three (3) days after receipt by the breaching party of written notice of the breach from the non-breaching party. In the event of such termination Hand shall be compensated for all work and services properly performed pursuant to this Agreement to the date of termination. In the event of such termination, should Hand have been paid by the Town for services not yet properly performed then Hand shall reimburse the Town all such payments. Acceptance or payment of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

B. In addition, the Town may terminate this Agreement at any time and for any reason (or for no reason) by giving Hand at least sixty (60) days written notice of such termination ("Termination Notice"). If a Space Reservation deadline listed on the attached Exhibit B for any issue of the Publication will occur prior to the expiration of the said 60 day period that begins on the day that such notice is actually received or deemed received (as set forth in Section 7 below) by Hand and ends at the conclusion of the 60th day thereafter, then this Agreement shall continue in effect as to such Publication only (the "Continued Publication"), and upon the completion of the work and services of Hand in connection with such Publication and payment by the Town therefor in accordance with this Agreement, this Agreement shall terminate. Upon receipt of the termination notice, Hand will stop work in an orderly and expeditious manner (except for the Continued Publication), place no further subcontracts or orders in connection with this Agreement, and terminate all subcontracts (if any).

6. Delays; Breach. No delay by either of the parties hereto in performing their respective duties, or obligations hereunder shall be deemed a breach of this Agreement if such delay arises from causes beyond the reasonable control of party and not avoidable by diligence of that party, including delays resulting from labor disputes, strikes, wars, riots, insurrection, civil commotion, government regulations, fire, flood, storm, or acts of God, provided that such affected party uses its best efforts to avoid non-performance and resumes full performance hereunder as soon as practical. Shortage of material or equipment or changes in price of materials or equipment shall not constitute valid grounds for delay.

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

A. The Town fails to make any payment due hereunder that is not then in dispute within thirty (30) days following the receipt of an invoice provided in accordance with this Agreement therefor (and each such invoice shall include a summary statement of services rendered; and Hand shall supply such supporting documentation with each invoice regarding the services performed by Hand as may be requested by Town from its Staff employees), or

B. Hand fails to deliver the Publication in the required quantities and on the schedule outlined in Exhibit A; provided, however, that the Town agrees to allow Hand a period not to exceed five (5) business days from the delivery date set out above to fully complete Hand's required distribution of the Publications. Failure by Hand to deliver on the dates set above shall

result in a late fee of \$400.00 per day which the Town may deduct from the final amount then payable.

7. Notice: Where the terms of this Agreement require that notice in writing be provided, such notice shall be deemed received by the party to whom it is directed upon being hand-delivered or upon three (3) days following the deposit of the notice in the United States mail, postage pre-paid, and sent by certified mail, return receipt requested and properly addressed as follows:

To Addison:
5300 Belt Line Road
Dallas, Texas 75254
Attn: Mary Rosenbleeth

To Hand:
Rodney Hand & Associates Marketing
Communications, LP
PO Box 12121
Dallas TX 75225
Attn: Rodney Hand

8. Assignment. This Agreement shall not be assigned or otherwise conveyed in whole or in part by Hand without the prior written consent of the Town. Because this is a services contract, the Town is not obligated to consent to any assignment or other conveyance of any portion of this Agreement. Any attempted assignment or other conveyance hereof by Hand shall be null, void and of no force or effect, and shall entitle the Town to treat such attempted assignment or other conveyance as a breach of this Agreement and to terminate this Agreement in accordance with Section 5.A., above.

9. Independent Contractor. The relationship of Hand to the Town is that of an independent contractor. The Town is solely an advertiser in the Publication and, except for its advertisements, does not control and has no authority to control the content of the Publications, the Website, or the E-News, all such control being under the sole authority of Hand. Neither the Town nor Hand shall be deemed to be the agent of the other and neither is authorized to take any action binding upon the other. No term or provision of this Agreement or any action in the performance hereof is intended nor shall be construed as making Hand the agent, servant or employee of the Town, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship.

10. Texas Law to Apply. This Agreement shall be governed by the laws of the State of Texas (without reference to choice of law provisions of any jurisdiction), and shall be performable and all compensation payable in Dallas County Texas. Exclusive venue under this Agreement lies in Dallas County, Texas.

11. Entire Agreement; No Third-Party Beneficiaries; "Includes"; No Waiver of Immunity. This Agreement is the entire and integrated agreement between the Town and Hand and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties. This Agreement and each of its provisions are solely for the benefit of the parties hereto and do not, and are not intended to, create or grant any rights, contractual or otherwise, to any third person or entity. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any

immunity, defense, or tort limitation to which the Town, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

12. Severability. If any clause, paragraph, section or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect.

13. Authority to Execute. The undersigned officers and/or agents of the Town and Hand are properly authorized officials of the said parties and have the authority necessary to execute this Agreement on behalf of the respective party, and the parties hereby certify one to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

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

TOWN OF ADDISON, TEXAS

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

Wesley S. Pierson, City Manager

By: _____


Date of signing: _____

Date of signing: 1/10/2019

Exhibit A

DESCRIPTION OF ADDISON/NORTH DALLAS PUBLICATIONS

- A. **Schedule:** The (i) Spring/Summer 2019 issue of the Publication shall be completed and distributed by Hand on or before April 12, 2019. The (ii) Fall/Winter issue of the Publication shall be completed and distributed by Hand on or before October 11, 2019.
- B. **Duties of Town:** The Town shall:
1. Become the anchor advertiser for the two issues of the Publication identified above. The Town shall be provided (a) 18 pages of R.O.B. (Run of Book) advertising and editorial for each of the two (2) issues of the Publication for the total cost of \$45,000.00 per issue. Payments will be due for each issue not later than 30 days after the Town's receipt from Hand of Hand's certification, in form and content satisfactory to the Town, that Hand has completed (a) delivery of the Guide to all the hotels, and to all other sources as described herein or as may be designated and mutually agreed by the Town and Hand.
 2. Submit to Hand in writing: changes and/or corrections to proofs or artwork, photos, and editorial layout. The Town shall return requests for proofing within 72 hours of receipt from Hand.
 3. The Town agrees to permit Hand to review its collection of photographs, and agrees to grant to Hand a non-exclusive, royalty free license to use or reproduce such photographs, but solely as a part of the content of the publication which are the subject hereof; provided, however, that if any other person, firm or entity is the owner of any intellectual property rights in connection with any of such photographs, Hand is required to pay such fees, or enter into agreements with third parties as Hand and such third party may agree, without any cost or expense to the Town
 4. Town authorizes Hand to produce the Town's logo, royalty free, but solely in connection with the publication which are the subject of this Agreement, and for no other purpose.
- C. **Duties of Hand:** In addition to all other work and services to be provided by Hand under this Agreement, Hand shall provide:
1. A min 40-page, Perfect Bound Magazine of 10,000 plus copies each for the two (2) issues of the Publication identified above. In each of those issues, Hand will provide the Town (a) full page premium ad position of inside back cover, and (b) up to four additional full-page ads per issue in the Town's section of choice.
 2. Proofs of the editorial outline, story ideas, cover design, photos, artwork, and layout and input for all matters pertaining to the Town (e.g., Restaurant and retail profiles, special events, etc.) for approval by the Town. No editorial material of any nature pertaining to the Town (e.g., Restaurant and retail profiles, special

events, etc.) will appear in the Publication(in any format, including paper, digital, electronic, or otherwise) unless it has been reviewed and approved by the Director.

3. (a) With respect to distribution to the participating hotels and shall also verify placement of the Guide in guest rooms. Hand shall also provide replacement copies of the Guide to hotels as needed. In addition, Hand shall also distribute the Guide to the following sources:

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

- (b) To the Town a list of all sources to whom copies of the Publication are distributed.

4. Copies to the Town for distribution.

5. That the advertising sales area will be limited to:

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

5. That no restaurants outside Addison area will be included in the digital Platform.

7. That no advertising will be accepted from any person, business or organization unless it meets the geographic limitations set out above without express permission from the Director and that the Town shall receive a list of advertisers one (1) week prior to printing for each issue.

8. A ratio of advertising to editorial that shall not exceed 40% ads to 60% editorial.

9. That the average ad rate for a run of space, full page/4 color insertion shall not exceed \$3995.00 and for exclusive positions, a full page/4 color insertion shall not exceed \$4,595.00.

10. Digital Edition. That Hand will publish, at the same time as the publication of the print edition of the Magazine, a digital edition of the Magazine (with a link to that digital edition being included on a website owned and controlled by Hand at www.addisonmagazine.com and included in each edition of the E-News (described in the Recitals to this Agreement)). For the digital edition of the Magazine, Hand shall provide to the Town the following:

- (a) full page ad position of the inside back cover in each of the two (2) Annual issues;
 - (b) up to four (4) additional full-page ads per issue in the section of the Town's choice in each of the two Annual issues; and
 - (c) up to three (3) enhancements for each digital issue, including: *Slideshows, Flash Animation, Audio-Video*, image layers, or Web animation in each of the two Annual issues.
- 11. *Website.* Hand shall produce and maintain a website for the publication with content updates to be made to website a minimum of every two weeks (at www.addisonmagazine.com). Hand will provide the Town a year-long schedule for the Town of Addison ads that will appear on the website; with respect to that website, Hand shall provide to the Town the following:
 - (a) Advertising space on Front page (rotation ad zones 2, 3 and 4 each month (Hand and the Town will consult with one another as to what times during the year this will occur, but preference to the Town's choice of times will be given);
 - (b) Advertising space on category page I (rotation ad zones 2, 3 and 4) every day of each month;
 - (c) Advertising space on category page II (rotation ad zones 2, 3 and 4) every day of each month; and
 - (d) Advertising space on page III (rotation ad zones 2, 3 and 4) every day of each month.
- 12. E-News publication. Hand shall produce and distribute the E-News publication at a minimum frequency of every two weeks. With respect to that E-News publication, Hand shall provide to the Town the following:
 - (a) One banner ad position in each issue of its E-News publication.

EXHIBIT B

2X Annual Schedule 2019

**For Publication Known As, *Addison And The North
Dallas Corridor Guide***

Spring/Summer 2019

Ad Space Reservation: February 25

Ad Materials Deadline: March 11

Distribution Date: April 1-12

Fall/Winter 2019

Ad Space Reservation: August 26

Ad Materials Deadline: September 6

Distribution Date: October 1-11

Work Session and Regular Meeting

12.

Meeting Date: 01/22/2019

Department: Fire

Pillars: Gold Standard for Financial Health
Gold Standard in Public Safety

AGENDA CAPTION:

Present, Discuss and Consider Action on a **Resolution to Authorize an Interfund Loan from the Infrastructure Investment Fund to the Airport Fund for the Purchase of an Airport Rescue Fire-Fighting Apparatus, Under The Town's Inter-local Agreement with the Texas Local Government Purchasing Cooperative Known as the Houston Galveston Area Council (HGAC)** in an Amount Not to Exceed \$700,000.

BACKGROUND:

The Houston Galveston Area Council (HGAC) issues request for bids for vehicles every year and receives extremely competitive prices because of the large volume of purchases the council generates. In the past, prices received from HGAC have been up to 25% below the manufacturer's suggested prices.

Town Staff desires to purchase a 2019 Rosenbauer Panther Aircraft Rescue Firefighting Apparatus that will replace a 2001 Oshkosh T-1500 Aircraft Rescue Firefighting Apparatus which has reached the end of its useful life. Town Staff determined that there are funds available to complete the purchase in the Infrastructure Investment Fund (IIF). Pursuant to Town finance policy in the Code of Ordinances, the IIF may be appropriated to support pay-as-you-go capital projects or significant non-routine capital expenditures of not less than \$500,000.

The Capital Equipment Replacement Fund did not account for this vehicle's replacement. The plan discussed during the budget process was to lease a new, replacement vehicle. Unfortunately, the lease agreement requires the purchase of the vehicle at the end of the lease. Therefore, it is more cost effective to purchase the vehicle outright.

Upon authorization by the City Council of this interfund loan from the IIF to the Airport Fund through the adoption of the resolution, Town staff can purchase the new vehicle. The Airport Fund will pay back the IIF in five (5) years with interest (estimated at 2.75%), in accordance with the following schedule:

	Principal	Interest	Total	Balance
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			payment	
March 1, 2019				\$700,000.00
October 1, 2019	\$ 85,000.00	\$11,229.17	\$96,229.17	\$615,000.00
October 1, 2020	\$ 85,000.00	\$16,912.50	\$101,912.50	\$530,000.00
October 1, 2021	\$176,666.67	\$14,575.00	\$191,241.67	\$353,333.33
October 1, 2022	\$176,666.67	\$9,716.67	\$186,383.34	\$176,666.66
October 1, 2023	\$176,666.66	\$4,858.33	\$181,524.99	

Once the loan from the IIF is repaid, a transfer to the Capital Equipment Replacement Fund from the Addison Airport will be scheduled in future operating budgets for replacement of this equipment. The useful life of this vehicle is estimated to be 12 years.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Interfund Loan

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS AUTHORIZING AN INTERFUND LOAN IN AN AMOUNT NOT TO EXCEED \$700,000.00 FROM THE INFRASTRUCTURE INVESTMENT FUND TO THE AIRPORT FUND FOR THE PURCHASE OF AN AIRPORT RESCUE FIRE-FIGHTING APPARATUS, AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY TO COMPLTE THE INTERFUND LOAN; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town of Addison, Texas (“Town”) desires to the facilitate the purchase of an airport rescue fire-fighting apparatus (“ARFF”); and

WHEREAS, the Town has investigated and determined that it may purchase the ARFF through the Houston Galveston Area Cooperative (“HGAC”) in an amount not to exceed \$700,000.00; and

WHEREAS, the annual fund appropriated for this purchase in the Airport Fund is insufficient to cover the purchase of the ARFF; and

WHEREAS, the Town has investigated and determined that the Infrastructure Investment Fund does have sufficient funds to cover the purchase of the ARFF and in accordance with Section 2-176 (Revenues) of Division 2 (Financial Policies) of Article IV (Finance) of Chapter 2 (Administration) of the Town of Addison Code of Ordinances, the Infrastructure Investment Fund may be appropriated to support pay-as-you-go capital projects or significant non-routine capital expenditures of not less than \$500,000.00; and

WHEREAS, the Town has further investigated and determined that the acquisition and use of the ARFF is a significant non-routine capital expenditure of not less than \$500,000.00; and

WHEREAS, in order to the purchase of the ARFF, pursuant to the findings made herein, the City Council determines the Airport Fund, through an interfund loan, may borrow an amount not to exceed \$700,000.00 from the Infrastructure Investment Fund for the purchase of the ARFF (“Interfund Loan”); and

WHEREAS, the Airport Fund shall pay back the Infrastructure Investment Fund and pay-off the Interfund Loan in five (5) years, with interest.

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

Section 1. The findings set forth above are incorporated herein for all purposes.

Section 2. The Airport Fund is hereby authorized to borrow from the Infrastructure Investment Fund an amount not to exceed \$700,000.00 for the purchase of an ARFF from the HGAC.

Section 3. The Airport Fund shall pay-off the Interfund Loan generally in accordance with the estimated payment schedule provided below no penalty for early repayment (subject to an adjustment based upon the actual interest earned):

	Principal	Interest	Total payment	Balance
March 1, 2019				\$ 700,000.00
October 1, 2019	85,000.00	11,229.17	96,229.17	615,000.00
October 1, 2020	85,000.00	16,912.50	101,912.50	530,000.00
October 1, 2021	176,666.67	14,575.00	191,241.67	353,333.33
October 1, 2022	176,666.67	9,716.67	186,383.34	176,666.66
October 1, 2023	176,666.66	4,858.33	181,524.99	

Section 4. The City Manager is hereby authorized to execute any documents deemed necessary to complete the Interfund Loan.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 22nd day of January 2019.

Joe Chow, Mayor

ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

Work Session and Regular Meeting

13.

Meeting Date: 01/22/2019

Department: Fire

Pillars: Gold Standard in Public Safety

AGENDA CAPTION:

Present, Discuss and Consider a Resolution to Authorize the Purchase of One (1) 2019 Rosenbauer Panther Aircraft Rescue Firefighting Apparatus from Daco Fire Equipment, Under The Town's Inter-local Agreement with the Texas Local Government Purchasing Cooperative Known as the Houston Galveston Area Council (HGAC) in an Amount Not to Exceed \$700,000.

BACKGROUND:

The Houston Galveston Area Council (HGAC) issues request for bids for vehicles every year and receives extremely competitive prices because of the large volume of purchases the council generates. In the past, prices received from HGAC have been up to 25% below the manufacturer's suggested prices.

The Capital Equipment Replacement Fund did not account for this vehicle's replacement. The plan discussed during the budget process was to lease a new, replacement vehicle. Unfortunately, the lease agreement requires the purchase of the vehicle at the end of the lease. Therefore, it is more cost effective to purchase the vehicle outright.

Pursuant to the City Council's authorization of an interfund loan in the amount of \$700,000 from the Infrastructure Investment Fund to the Airport Fund, staff request the purchase of a 2019 Rosenbauer Panther Aircraft Rescue Firefighting Apparatus that will replace a 2001 Oshkosh T-1500 Aircraft Rescue Firefighting Apparatus that has reached the end of its useful life and will be sent to auction. As with all our fire apparatus, this is a turn-key complete build purchase. When the apparatus is delivered it will be ready to go into service.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - ARFF Purchase

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE PURCHASE OF ONE (1) AIRPORT RESCUE FIRE-FIGHTING APPARATUS FROM DACO FIRE EQUIPMENT THROUGH THE HOUSTON GALVESTON AREA COOPERATIVE IN AN AMOUNT NOT TO EXCEED \$700,000.00, AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE ORDER, AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The purchase of one (1) airport rescue fire-fighting apparatus from Daco Fire Equipment, through the Houston Galveston Area Cooperative, in an amount not to exceed 700,000.00 is hereby approved. The City Manager is hereby authorized to execute the Purchase Order.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 22nd day of January, 2019.

Joe Chow, Mayor

ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

Work Session and Regular Meeting

14.

Meeting Date: 01/22/2019

Department: City Manager

Pillars: Gold Standard in Public Safety

AGENDA CAPTION:

Present, Discuss and Consider Action on a **Resolution for the First Amendment to the Consolidated Public Safety Communications and Dispatch Operations Agreement with the City of Carrollton, City of Coppell, City of Farmers Branch and the North Texas Emergency Communications Center, Inc.(NTECC) Relating to Operations and Funding of the NTECC Consolidated Public Safety Communications Center and Authorize the City Manager to Execute the Agreement.**

BACKGROUND:

In January 2015, the Town of Addison, City of Farmers Branch, City of Carrollton, City of Coppell and North Texas Emergency Communications Center (NTECC) entered into a Consolidated Public Safety Communications Services agreement to provide Public Safety Dispatch services to the Cities.

The proposed amendment is based on unanticipated delays and as a result, conflicts with Section 4.02 of the Agreement relating to the cost allocation among the Cities. (Section 4.02 of the Agreement provides for the allocation of the Cities' shared funding NTECC's Annual Expense Budget and the periodic adjustment of that allocation.) The NTECC's board of directors, consisting of the Cities' city managers, has requested that Section 4.02 of the Agreement be amended to reflect the Cities' original intent.

Below is the proposed amendments to Section 4.02:

1. 4.02 Cities' Share of Annual Expense Budget. For providing Public Safety Communications Services to the Cities by NTECC under this Agreement, each City agrees to pay NTECC an amount equal to a portion of NTECC's Annual Expense Budget determined as follows:

- (a) Years 0 through 4: For the period commencing on April 1, 2014 (notwithstanding that such date precedes the Effective Date of this Agreement), and ending on the last day of the fourth (4th) complete Fiscal Year following the date NTECC commences providing Public Safety Communications Services to the Cities, the Cities' agree to pay NTECC an amount equal to the following percentages of NTECC's Annual Expense Budget (excluding the Radio System Service Charges

and the Denco PSAP Charges):

- (1) Addison: 19%
- (2) Carrollton: 36%
- (3) Coppell: 21%
- (4) Farmers Branch: 24%

(b) Years 5 and After: Commencing with the fifth (5th) complete Fiscal Year following the date NTECC commences providing Public Safety Communications Services to the Cities and for each Fiscal Year thereafter, the Cities' share of the percentage of NTECC's Annual Expense Budget (excluding the Radio System Service Charges and the Denco PSAP Charges) shall be adjusted based on the percentage of each City's Workflow during the three (3) most recent calendar years in relation to the total Workflow for all of the Cities for the same three (3) calendar years.

By way of example, for the Fiscal Year beginning October 1, 2020, the percentage share of the Annual Expense Budget for the City of "A" (excluding the Radio System Service Charges and the Denco PSAP Charges) will be City A's Workflow for calendar years 2017, 2018 and 2019 divided by the total Workflow for all of the Cities for calendar years 2017, 2018, and 2019.

- 2. The defined words and phrases set forth in this First Amendment shall have the same meanings as set forth in the Agreement.
- 3. Except as amended by this First Amendment, the Parties acknowledge and agree the Agreement remains in full force and effect.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - First Amendment to the Consolidated Public Safety Communications Agreement

Presentation - First Amendment to the Consolidated Public Safety Communications Agreement

TOWN OF ADDISON, TEXAS

RESOLUTION NO. 019 XXX

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, APPROVING THE FIRST AMENDMENT TO CONSOLIDATED PUBLIC SAFETY COMMUNICATIONS AND DISPATCH OPERATIONS AGREEMENT WITH THE CITY OF CARROLLTON, CITY OF COPPELL, CITY OF FARMERS BRANCH, AND NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC. ("NTECC") RELATING TO OPERATIONS AND FUNDING OF THE NTECC CONSOLIDATED PUBLIC SAFETY COMMUNICATIONS CENTER; AUTHORIZING EXECUTION OF THE AGREEMENT BY THE CITY MANAGER; AUTHORIZING ADDITIONAL ACTS TO CARRY OUT THE CITY'S OBLIGATIONS UNDER THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, effective on January 1, 2015, the City of Carrollton ("Carrollton"), Town of Addison ("Addison"), City of Coppel ("Coppel") and the City of Farmers Branch ("Farmers Branch")(collectively, "the Cities") and the North Texas Emergency Communications Center, Inc. ("NTECC") entered into that certain *Consolidated Public Safety Communications and Dispatch Operations Agreement* ("the Agreement") setting forth the terms and conditions pursuant to which NTECC owns, manages, operates, and maintains the Facilities (as defined in the Agreement) for the benefit of the Cities, provides Public Safety Communications Services, and provides Radio System Services to the Cities in consideration of the Cities' obligation to pay for same; and

WHEREAS, Section 4.02 of the Agreement provides for the allocation of the Cities' shares for funding NTECC's Annual Expense Budget and the periodic adjustment of that allocation; and

WHEREAS, unanticipated delays in the date on which NTECC's operations commenced has resulted in a conflict in the literal reading of Section 4.02 of the Agreement and the Parties' original intent relating to the operation of the language in Section 4.02 with respect to the periodic adjustment of the cost allocation amongst the Cities; and

WHEREAS, NTECC's board of directors, consisting of the Cities' city managers, has requested that Section 4.02 of the Agreement be amended to reflect the Cities' original intent; and

WHEREAS, the City Council of the Town of Addison, Texas, finds it to be in the public interest to approve such amendment.

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

SECTION 1. The City Manager is hereby authorized to sign on behalf of the City the *First Amendment to Consolidated Public Safety Communications and Dispatch Operations Agreement* with the Town of Addison, City of Coppell, City of Farmers Branch, and North Texas Emergency Communications Center, Inc., containing substantially the terms and provisions attached hereto as Exhibit "A" and incorporated herein by reference and to take such steps that are reasonable and necessary to comply with the intent of this resolution and said agreement.

SECTION 2. This resolution shall become effective immediately upon approval.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, on the 8th day of January 2019.

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary
(kbl:12/14/18:104937)

**FIRST AMENDMENT TO
CONSOLIDATED PUBLIC SAFETY COMMUNICATIONS AND
DISPATCH OPERATIONS AGREEMENT**

THIS FIRST AMENDMENT TO CONSOLIDATED PUBLIC SAFETY COMMUNICATIONS AND DISPATCH OPERATIONS AGREEMENT ("First Amendment") is dated and entered into as of the Effective Date by and among the **TOWN OF ADDISON, TEXAS**, ("Addison"), the **CITY OF CARROLLTON, TEXAS** ("Carrollton"), the **CITY OF COPPELL, TEXAS** ("Coppell"), and the **CITY OF FARMERS BRANCH, TEXAS**, ("Farmers Branch"), all of whom are Texas home rule municipalities operating under the authority of their respective governing bodies (Addison, Carrollton, Coppell, and Farmers Branch, are hereinafter sometimes referred to collectively as "the Cities"), and the **NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC.** ("NTECC"), a Texas non-profit local government corporation created pursuant to Subchapter D of Chapter 431, Texas Transportation Code, as amended and Chapter 394, Texas Local Government, as amended. The Cities and NTECC are hereafter collectively referred to as the "Parties" or individually as a "Party".

RECITALS

WHEREAS, effective on January 1, 2015, the Parties entered into that certain *Consolidated Public Safety Communications and Dispatch Operations Agreement* ("the Agreement") setting forth the terms and conditions pursuant to which NTECC owns, manages, operates, and maintains the Facilities (as defined in the Agreement) for the benefit of the Cities, provides Public Safety Communications Services, and provides Radio System Services to the Cities, in consideration of the Cities' obligations to pay for same; and

WHEREAS, Section 4.02 of the Agreement provides for the allocation of the Cities' shares for funding NTECC's Annual Expense Budget and the periodic adjustment of that allocation; and

WHEREAS, unanticipated delays in the date on which NTECC's operations commenced has resulted in a conflict in the literal reading of Section 4.02 of the Agreement and the Parties' original intent relating to the operation of the language in Section 4.02 with respect to the periodic adjustment of the cost allocation amongst the Cities; and

WHEREAS, the Parties desire to amend Section 4.02 of the Agreement to reflect the Parties' original intent.

NOW, THEREFORE, the Parties agree as follow:

1. Section 4.02 of the Agreement is amended to read in its entirety as follows:

4.02 Cities' Share of Annual Expense Budget. For providing Public Safety Communications Services to the Cities by NTECC under this Agreement, each City agrees to pay NTECC an amount equal to a portion of NTECC's Annual Expense Budget determined as follows:

(a) **Years 0 through 4:** For the period commencing on April 1, 2014 (notwithstanding that such date precedes the Effective Date of this Agreement), and ending on the last day of the fourth (4th) complete Fiscal Year following the date NTECC commences providing Public Safety Communications Services to the Cities, the Cities' agree to pay NTECC an amount equal to the following percentages of NTECC's Annual Expense Budget (excluding the Radio System Service Charges and the Denco PSAP Charges):

- | | | |
|-----|-----------------|-----|
| (1) | Addison: | 19% |
| (2) | Carrollton: | 36% |
| (3) | Coppell: | 21% |
| (4) | Farmers Branch: | 24% |

(b) **Years 5 and After:** Commencing with the fifth (5th) complete Fiscal Year following the date NTECC commences providing Public Safety Communications Services to the Cities and for each Fiscal Year thereafter, the Cities' share of the percentage of NTECC's Annual Expense Budget (excluding the Radio System Service Charges and the Denco PSAP Charges) shall be adjusted based on the percentage of each City's Workflow during the three (3) most recent calendar years in relation to the total Workflow for all of the Cities for the same three (3) calendar years. By way of example, for the Fiscal Year beginning October 1, 2020, the percentage share of the Annual Expense Budget for the City of "A" (excluding the Radio System Service Charges and the Denco PSAP Charges) will be City A's Workflow for calendar years 2017, 2018 and 2019 divided by the total Workflow for all of the Cities for calendar years 2017, 2018, and 2019.

2. The defined words and phrases set forth in this First Amendment shall have the same meanings as set forth in the Agreement.
3. Except as amended by this First Amendment, the Parties acknowledge and agree the Agreement remains in full force and effect.
4. This First Amendment shall be effective and enforceable on the date it is signed by authorized representatives of all of the Parties ("Effective Date").

(Signatures on following pages)

Exhibit “A” to Resolution No. _____

Exhibit "A" to Resolution No. _____

Town of Addison Signature Page

SIGNED AND AGREED this _____ day of _____, 2019.

TOWN OF ADDISON

By:

Wesley Pierson, City Manager

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Brenda McDonald, City Attorney

Exhibit "A" to Resolution No. _____

City of Carrollton Signature Page

SIGNED AND AGREED this _____ day of _____, 2019.

CITY OF CARROLLTON

By:

Erin Rinehart, City Manager

ATTEST:

Laurie Garber, City Secretary

APPROVED AS TO FORM:

Meredith A. Ladd, City Attorney

Exhibit "A" to Resolution No. _____

City of Coppell Signature Page

SIGNED AND AGREED this _____ day of _____, 2019.

CITY OF COPPELL

By:

Michael Land, City Manager

ATTEST:

Christel Pettinos, City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit "A" to Resolution No. _____

City of Farmers Branch Signature Page

SIGNED AND AGREED this _____ day of _____, 2019.

CITY OF FARMERS BRANCH

By:

Charles S. Cox, City Manager

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

Peter G. Smith, City Attorney

Exhibit "A" to Resolution No. _____

NTECC Signature Page

SIGNED AND AGREED this _____ day of _____, 2019.

**NORTH TEXAS EMERGENCY
COMMUNICATIONS CENTER, INC.**

By:

Terry Goswick, Executive
Director

APPROVED AS TO FORM:

Kevin B. Laughlin, General Counsel

**FIRST AMENDMENT TO
CONSOLIDATED PUBLIC SAFETY COMMUNICATIONS AND
DISPATCH OPERATIONS AGREEMENT**

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RECITALS

WHEREAS, effective on January 1, 2015, the Parties entered into that certain *Consolidated Public Safety Communications and Dispatch Operations Agreement* (“the Agreement”) setting forth the terms and conditions pursuant to which NTECC owns, manages, operates, and maintains the Facilities (as defined in the Agreement) for the benefit of the Cities, provides Public Safety Communications Services, and provides Radio System Services to the Cities in consideration of the Cities’ obligation to pay for same; and

WHEREAS, Section 4.02 of the Agreement provides for the allocation of the Cities’ shares for funding NTECC’s Annual Expense Budget and the periodic adjustment of that allocation; and

WHEREAS, unanticipated delays in the date on which NTECC’s operations commenced has resulted in a conflict in the literal reading of Section 4.02 of the Agreement and the Parties’ original intent relating to the operation of the language in Section 4.02 with respect to the periodic adjustment of the cost allocation amongst the Cities; and

WHEREAS, the Parties desire to amend Section 4.02 of the Agreement to reflect the Parties’ original intent.

NOW, THEREFORE, the Parties agree as follow:

1. Section 4.02 of the Agreement is amended to read in its entirety as follows:

4.02 Cities’ Share of Annual Expense Budget. For providing Public Safety Communications Services to the Cities by NTECC under this Agreement, each City agrees to pay NTECC an amount equal to a portion of NTECC’s Annual Expense Budget determined as follows:

(a) **Years 0 through 4:** For the period commencing on April 1, 2014 (notwithstanding that such date precedes the Effective Date of this Agreement), and ending on the last day of the fourth (4th) complete Fiscal Year following the date NTECC commences providing Public Safety Communications Services to the Cities, the Cities' agree to pay NTECC an amount equal to the following percentages of NTECC's Annual Expense Budget (excluding the Radio System Service Charges and the Denco PSAP Charges):

(1)	Addison:	19%
(2)	Carrollton:	36%
(3)	Coppell:	21%
(4)	Farmers Branch:	24%

(b) **Years 5 and After:** Commencing with the fifth (5th) complete Fiscal Year following the date NTECC commences providing Public Safety Communications Services to the Cities and for each Fiscal Year thereafter, the Cities' share of the percentage of NTECC's Annual Expense Budget (excluding the Radio System Service Charges and the Denco PSAP Charges) shall be adjusted based on the percentage of each City's Workflow during the three (3) most recent calendar years in relation to the total Workflow for all of the Cities for the same three (3) calendar years. By way of example, for the Fiscal Year beginning October 1, 2020, the percentage share of the Annual Expense Budget for the City of "A" (excluding the Radio System Service Charges and the Denco PSAP Charges) will be City A's Workflow for calendar years 2017, 2018 and 2019 divided by the total Workflow for all of the Cities for calendar years 2017, 2018, and 2019.

2. The defined words and phrases set forth in this First Amendment shall have the same meanings as set forth in the Agreement.
3. Except as amended by this First Amendment, the Parties acknowledge and agree the Agreement remains in full force and effect.
4. This First Amendment shall be effective and enforceable on the date it is signed by authorized representatives of all of the Parties ("Effective Date").

(Signatures on following pages)

Town of Addison Signature Page

SIGNED AND AGREED this _____ day of _____, 2019.

TOWN OF ADDISON

By: _____
Wesley Pierson, City Manager

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Brenda McDonald, City Attorney

City of Carrollton Signature Page

SIGNED AND AGREED this _____ day of _____, 2019.

CITY OF CARROLLTON

By: _____
Erin Rinehart, City Manager

ATTEST:

Laurie Garber, City Secretary

APPROVED AS TO FORM:

Meredith A. Ladd, City Attorney

City of Coppell Signature Page

SIGNED AND AGREED this _____ day of _____, 2019.

CITY OF COPPELL

By: _____
Michael Land, City Manager

ATTEST:

Christel Pettinos, City Secretary

APPROVED AS TO FORM:

City Attorney

City of Farmers Branch Signature Page

SIGNED AND AGREED this _____ day of _____, 2019.

CITY OF FARMERS BRANCH

By: _____
Charles S. Cox, City Manager

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

Peter G. Smith, City Attorney

NTECC Signature Page

SIGNED AND AGREED this _____ day of _____, 2019.

**NORTH TEXAS EMERGENCY
COMMUNICATIONS CENTER, INC.**

By: _____
Terry Goswick, Executive Director

APPROVED AS TO FORM:

Kevin B. Laughlin, General Counsel

Work Session and Regular Meeting

15.

Meeting Date: 01/22/2019

Department: Infrastructure- Development Services

AGENDA CAPTION:

Present, Discuss, and Consider Action on a **Resolution to Appoint a Member to the Board of Zoning Adjustment to Fill an Unexpired Term.**

BACKGROUND:

The Board of Zoning Adjustment members have 2 year terms which run concurrently with the Council Member who appointed them.

Matthew Horine was nominated to the Board of Zoning Adjustment by Council Member Ivan Hughes on November 14, 2017 for the term beginning on January 1, 2018. On January 4, 2019, Mr. Horine notified the Town of his resignation by email. Council will consider action on Mr. Horine's resignation at the January 22, 2019 Council Meeting.

The resolution attached to this item will allow Council Member Hughes to nominate a member to fill this unexpired term which expires on December 31, 2019.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Appointing New Member to Board of Adjustment

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPOINTING ONE MEMBER TO SERVE ON THE BOARD OF ADJUSTMENT FOR AN UNEXPIRED TWO-YEAR TERM COMMENCING JANUARY 22, 2019 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 2 of the Town of Addison Code of Ordinances, the Addison Board of Adjustment is comprised of seven members serving two-year terms; and

WHEREAS, a vacancy has occurred on the Board of Adjustment in Place 7 on January 4, 2019; and

WHEREAS, the City Council desires to fill the vacancy.

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

Section 1. The following appointment is made to the Addison Board of Adjustment to serve the remainder of the unexpired term to end on December 31, 2019 or until their successor is appointed and duly authorized to serve:

Place 7 - _____

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

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 22nd day of January, 2019.

Joe Chow, Mayor

ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney