



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

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

AND / OR

WORK SESSION OF THE CITY COUNCIL

6:00 PM

MAY 28, 2013

TOWN HALL

ADDISON TOWN HALL, 5300 BELT LINE, DALLAS, TX 75254
6:00PM WORK SESSION; 7:30PM REGULAR MEETING

WORK SESSION

Item
#WS1 - Presentation and discussion of the proposed sale of General Obligation Bonds and Certificates of Obligation for airport purposes, and stormwater and Midway Road improvements.

Item
#WS2 - Discussion regarding Kaboom Town activities.

Item
#WS3 - Discussion and update regarding the Addison Community Partners Bureau and its 2013 Service Evaluation Report.

REGULAR MEETING

Pledge of Allegiance

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

Introduction of Employees

Discussion of Events/Meetings

Item #R2- Consent Agenda.

#2a- Approval of the Minutes for the May 14, 2013 Work Session and Regular Council Meeting.

#2b- Consideration of approval of an award of bid to Roof USA, LLC and Trumble Construction, Inc., for hangar roof repairs of city-owned facilities at Addison Airport in the amount of \$251,161.38.

#2c- Consideration of approval of an award to Allegra Print and Imaging for the Town's annual printing services contract.

#2d- Consideration of approval of an award of bid to Affiliated Western, Inc., for ADA/ TAS (Americans with Disabilities Act / Texas Accessibilities Standards) facilities modifications at the Addison Conference & Theatre Centre and Athletic Club.

Item #R3 Presentation, discussion and consideration of approval of

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the appointment of Mayor Pro Tempore and Deputy Mayor Pro Tempore.

Item #R4 Discussion and consideration of approval of an appointment of a member to the Board of Zoning Adjustment.

Item #R5 Discussion and consideration of adoption of a resolution approving a governing policy for the Community Partners Bureau.

Attachment(s):

1. Draft Policy
2. Policy Draft Resolution

Recommendation:

Administration recommends approval.

Item #R6 **PUBLIC HEARING**, Case 1667-Z/Hard Six Holdings, LLC. Public hearing, discussion and consideration of approval of an ordinance changing the zoning on property located at 15100 Midway Road, which property is currently zoned PD – Planned Development, Ordinance 095-016, to I-1, Industrial-1 District, on application from Hard Six Holdings, LLC, represented by Mr. Michael Montgomery.

Attachment(s):

1. 1667-Z docket map and staff report

Recommendation:

Administration recommends approval.

Item #R7 **PUBLIC HEARING**, Case 1668-SUP/Zoe's Kitchen. Public hearing, discussion and consideration of approval of an

ordinance changing the zoning on property located at 5100 Belt Line Road, Suite1056, which property is currently zoned PD – Planned Development through Ordinance 012-002, by approving for that property a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, on application from Zoe's Kitchen, represented by Mr. Matt Wells.

Attachment(s):

1. 1668-SUP docket map and staff report

Recommendation:

Administration recommends approval.

Item #R8 **PUBLIC HEARING**, Case 1669-SUP/Hot N Juicy Crawfish.

-

Public hearing, discussion and consideration of approval of an ordinance changing the zoning on property located at 4145 Belt Line Road, Suite 214, which property is currently zoned LR – Local Retail, by approving for that property a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, on application from Hot N Juicy Crawfish, represented by Ms. Laina Vo.

Attachment(s):

1. Case 1669-SUP docket map and staff report

Recommendation:

Administration recommends approval.

Item #R9 **PUBLIC HEARING**, Case 1670-SUP/Lawry's The Prime

-

Rib. Public hearing, discussion, and consideration of

approval of an ordinance changing the zoning on property located at 14655 Dallas Parkway, which property is currently zoned PD - Planned Development 517, by approving for that property an amendment to an existing Special Use Permit for a restaurant and an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only in order to expand a patio at an existing restaurant, on application from Lawry's The Prime Rib, represented by Mr. Lars Staberg.

Attachment(s):

1. 1670-SUP docket map and staff report

Recommendation:

Administration recommends approval.

Item
#R10 -

Discussion and consideration of approval of a resolution in support of privately managed Trap, Neuter, Release (TNR) programs to effectively and humanely control the community cat population in the Town of Addison.

Attachment(s):

1. TNR Resolution

Recommendation:

Administration recommend approval.

Item
#R11 -

Presentation and discussion of contracts for services with non-profits and their annual funding requests for Fiscal Year 2013-2014.

Item
#R12 -

Presentation, discussion and consideration of approval of BYOD (Bring Your Own Device) policy to define standards, procedures, and restrictions for end users who are connecting a personally-owned device to the Town of

Addison network for business purposes.

Attachment(s):

1. BYOD Policy

Recommendation:

Administration recommends approval.

Item
#R13 -

Presentation, discussion and consideration of approval of a contract with BlueLine Services for the purchase of a computer server and a storage array in the amount of \$30,835.66.

Attachment(s):

1. Quotes

Recommendation:

Administration recommends approval.

Item
#R14 -

Presentation, discussion and consideration of approval of a contract with Brazos Technology for the purchase and installation of a Digital Citation System in the amount of \$61,101.

Attachment(s):

1. Brazos Quote

Recommendation:

Administration recommends approval.

Item
#R15 -

Presentation, discussion and consideration of approval of a contract with BRITEMARK in an amount not to exceed \$40,000.00 for producing, removing and installation of new police fleet decals.

Attachment(s):

1. Solicitation 13-26

Recommendation:

Administration recommends approval.

Item
#R16 - Presentation of the Government Finance Officers Association (GFOA) "Distinguished Budget Presentation Award" for the fiscal year beginning October 1, 2012.

Attachment(s):

1. Letter to Eric Cannon announcing GFOA Award
2. Press Release announcing GFOA Award
3. GFOA Award

Item
#R17 - Presentation of Texas Comptroller Leadership GOLD Circle Award for financial transparency for the fiscal year beginning October 1, 2012.

Item
#ES1 - Closed (executive) session of the Addison City Council, pursuant to Section 551.072, Texas Government Code, to deliberate the purchase or value of certain real property located within the Town and concerning Addison Airport.

Item
#R18 - Discussion and consideration of any action regarding certain real property located within the Town of Addison and concerning Addison Airport, including the purchase or value of such property, and related matters.

Adjourn Meeting

Posted:

Chris Terry, 05/24/13, 5:00pm

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS
WITH DISABILITIES. PLEASE CALL (972) 450-2819 AT LEAST
48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**

Council Agenda Item: #WS1

AGENDA CAPTION:

Presentation and discussion of the proposed sale of General Obligation Bonds and Certificates of Obligation for airport purposes, and stormwater and Midway Road improvements.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #WS2

AGENDA CAPTION:

Discussion regarding Kaboom Town activities.

FINANCIAL IMPACT:

To be provided.

BACKGROUND:

To be provided.

RECOMMENDATION:

COUNCIL GOALS:

Create raving fans of the Addison Experience, Brand Protection and Enhancement

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #WS3

AGENDA CAPTION:

Discussion and update regarding the Addison Community Partners Bureau and its 2013 Service Evaluation Report.

FINANCIAL IMPACT:

N/A

BACKGROUND:

This item is intended as a discussion and update regarding 1) the 2013 Service Evaluation Report compiled by the Community Partners Bureau; 2) the Community Partners Bureau Governing Policy, which is up for consideration during the regular agenda, and 3) the Fiscal Year 2014 funding requests, which is also on the regular agenda for discussion.

RECOMMENDATION:

COUNCIL GOALS:

Enhance sense of community for all stakeholders/Expand Volunteer Opportunities, Establish a Non-profit Funding Strategy

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: # R 2a

AGENDA CAPTION:

Approval of the Minutes for the May 14, 2013 Work Session and Regular Council Meeting.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

 [May 14 Minutes](#)

Type:

Backup Material

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

May 14, 2013

6:30 PM - Town Hall

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

Upstairs Conference Room

Council Members Present:

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

Absent:

None

Work Session

Item #WS1 - Presentation and discussion regarding revenue-generating technology to be included in the Town's overall website project.

Item #WS2 - Discussion of the Fiscal Year 2013 Second Quarter Financial Report as it relates to the Hotel Fund, and the mid-year results of the Hotel Fund operational strategies implemented by staff beginning in Fiscal Year 2013.

Mayor-Todd Meier

Attest:

City Secretary-Chris Terry

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

May 14, 2013

6:30 PM - Town Hall

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

Chris Terry, 05/10/13, 5:00pm

Council Members Present:

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

Absent:

None

REGULAR MEETING

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

Item #R2 - Consent Agenda

#2a - Approval of Minutes for the April 23, 2013 Work Session and Regular Council Meeting.

A motion to Approve was made by Council Member Blake Clemens. The motion was seconded by Council Member Chris DeFrancisco.

The motion result was: Passed

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

Voting Nay: None

Item #R3 - Presentation of Certificates of Election and Administration of Oath of Office for newly elected Council members. The new Council members for 2013-2015 are: Todd Meier, Blake Clemens, Bruce Arfsten, Chris DeFrancisco

Mayor Meier and Council Members Clemens, DiFrancisco, and Arfsten all spoke on this item.

There was no action taken.

Item #R4 - Presentation of a proclamation honoring Lupus Awareness Day.

Dolores English, Tessie Holloway, and Kim Pozderac, all with the North Texas Chapter of the Lupus Foundation of America, each spoke on this item upon acceptance of the proclamation.

There was no action taken.

Item #R5 - Presentation of a proclamation honoring Older Americans Month.

There was no action taken.

Item #R6 - Discussion, consideration and approval of an appointment of a member to the Board of Zoning Adjustment.

Council Member Moore spoke on this item.

There was no action taken.

Item #R7 - PUBLIC HEARING Case 1666-SUP/Pollo Tropical. Public hearing, discussion, and consideration of approval of an ordinance changing the zoning on property located at 5290 Belt Line Road, which property is currently zoned LR – Local Retail, by approving for that property a Special Use Permit for a restaurant and a

Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, on application from Pollo Operations, represented by Mr. Christopher J. Crim of Bury and Partners. COMMISSION FINDINGS: The Addison Planning and Zoning Commission, meeting in regular session on April 25, 2013, voted to approve the request for approval of an ordinance changing the zoning on property located at 5290 Belt Line Road, which property is currently zoned LR-Local Retail, by approving for that property a Special use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, subject to the following conditions: The parking lot restriping shall be completed prior to the issuance of a Certificate of Occupancy for the proposed Pollo Tropical. The property owner shall submit a landscaping plan for the entire site that enhances the landscaping around the perimeter of the site and on the parking lot islands. The revised plan shall be subject to the final approval of the Parks Department. The applicant shall not use any terms which denote alcoholic beverages in any exterior signs. Voting Aye: Groce, Hewitt, Hughes, Oliver, Wheeler Voting Nay: Stockard Absent: Doherty

Lynn Chandler, Building Official, spoke on this item. Armando J. Nicols, representative of the applicant/owner of Pollo Tropical, also spoke on this item.

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

The motion was seconded by Council Member Margie Gunther.

The motion result was: Passed

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

Voting Nay: None

Item #R8 - PUBLIC HEARING. Public hearing on feral/community cat colonies within the Town, and presentation and discussion of an update regarding the Town of Addison's response to feral/community

cat colonies, research on leash laws for cats, and possible additional funding mechanisms for the Town's animal control services.

Mark Gooch, Assistant to the City Manager, and Carrie Rice, Director of Marketing and Communications, spoke on this item. Leigh Sessler, with SAFER Stray and Feral Rescue, and Marnie Simmons, Addison resident, spoke on this item.

There was no action taken.

Item #R9 - Discussion and Consideration of an ordinance amending Chapter 62, Signs, of the Code of Ordinances of the Town of Addison, by adding an item (b) (Village on the Parkway) to Section 62-289 (Generally) of Article VI (Special Districts).

Lynn Chandler, Building Official, spoke on this item.

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

The motion was seconded by Council Member Janelle Moore.

The motion result was: Passed

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

Voting Nay: None

Item #R10 - Presentation, discussion, and action regarding authorizing the City Manager to negotiate and execute for the Town, as tenant, a lease of office space described as Suite 160, 14683 Midway Road (within the development generally known as Office in the Park), comprised of approximately 3,478 rentable square feet and owned by 14671-14683 Midway Road LP.

Orlando Campos, Director of Economic Development, spoke on this item.

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

The motion was seconded by Council Member Chris DeFrancisco.

The motion result was: Passed

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

Voting Nay: None

Item #R11 - Presentation of and discussion regarding the Quarterly
Financial Report for the period ending March 31, 2013.

Eric Cannon, Chief Financial Officer, spoke on this item.

There was no action taken.

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

Council entered Executive Session at 9:01 pm.

Council closed Executive Session at 9:43 pm.

There was no action taken.

Mayor-Todd Meier

Attest:

City Secretary-Chris Terry

Council Agenda Item: # R 2b

AGENDA CAPTION:

Consideration of approval of an award of bid to Roof USA, LLC and Trumble Construction, Inc., for hangar roof repairs of city-owned facilities at Addison Airport in the amount of \$251,161.38.

FINANCIAL IMPACT:

Cost: \$251,161.38

Roof USA, LLC - total contract award \$171,027.38

Trumble Construction, Inc. – total contract award \$80,134.00

BACKGROUND:

Six city-owned facilities incurred moderate casualty damage as a result of a storm in April 2011. The Town filed an insurance claim with Texas Municipal League Intergovernmental Risk Pool (TML) and subsequently received a loss adjustment in the amount of \$407,496.15 of which \$232,246.01 was actual cash value (ACV) and \$175,250.14 was allocated to recoverable depreciation. With the assistance of the Town's purchasing department, Airport Management advertised its request for qualified bidders and their respective quotes for the specified repairs.

Bids were received from five different contractors who, in some instances, offered bids for alternative solutions to the specified repairs. Bids were received and opened on March 29, 2013. Based upon the proposals received, it is being recommended the scope of work be divided between the two aforementioned contractors based upon their qualifications and proposals received. As a result, the Town will receive the benefit of the services of two qualified contractors who can complete their respective scopes of work simultaneously, at the most favorable cost to the Town.

The Town has already received and currently holds on deposit the ACV portion (\$232,246.01) of the insurance proceeds which is sufficient to cover 92% of the total contract repair costs. Funds are

available in the Operations budget to cover the remaining costs. Upon completion of the repairs, the Town will be eligible to receive the remaining \$175,250.14 in recoverable depreciation, which then would be used to cover the remaining contract balance and any other related costs.

RECOMMENDATION:

Administration recommends approval.

COUNCIL GOALS:

Infrastructure improvement and maintenance

ATTACHMENTS:

Description:

 [Bid Tab](#)

Type:

Backup Material

TOWN OF ADDISON - BID RECAP SHEET
 OPENED 3-29-13
 REQ. NO.
 BID NO. 13-22
 PAGE 1
 BUYER Chelsea Gonzalez

Roof USA

Trumble
Construction

CS Advantage
USAA

K Post Company

Merit Roofing

I T E M	QTY	U N I T	DESCRIPTION	Roof USA		Trumble Construction		CS Advantage USAA		K Post Company		Merit Roofing	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
			Addison Airport Roof Repair										
1	1	lot	Building 21 Labor Materials and Equipment		\$67,170.80		no bid		\$135,850.00		\$98,173.85		\$93,467.00
2	1	lot	Building 22 Labor Materials and Equipment		73,844.40		no bid		\$134,850.00		\$87,454.48		\$91,137.00
3	1	lot	Building 28 Labor Materials and Equipment		25,034.05		no bid		\$56,900.00		\$35,946.07		\$45,541.00
4	1	lot	Building 34 Labor Materials and Equipment		4,978.13		no bid		\$36,600.00		\$23,571.34		\$85,605.00
				Alt: Duralast	19,234.40								
5	1	lot	Building 29 Labor Materials and Equipment		108,975.00				\$74,500.00		\$86,655.00		\$46,057.00
						Alt. Ext. Warra	\$44,038.00						
6	1	lot	Building 30 Labor Materials and Equipment		117,571.00				\$62,100.00		\$73,082.63		\$33,323.00
						Alt. Ext Warrar	\$36,096.00						
			bid bond received	yes		yes							

TOTAL GROSS BID PRICE	\$397,573.38	no bid	\$500,800.00	\$404,883.37	\$395,130.00
Split Bid 1 (Items 1-4 only)	\$171,027.38	no bid	\$364,200.00	\$245,145.74	\$315,750.00
Split Bid 2 (Items 5-6 only)	\$226,546.00	\$72,509.00	\$136,600.00	\$159,737.63	\$79,380.00
TOTAL NET PRICE					
F.O.B. DELIVERY	DELIVERED	DELIVERED	DELIVERED	DELIVERED	DELIVERED

Recommended Split Bid w/Alternates	\$251,161.38	US Roof/Trumble
Lowest Split Bid (no altern.)	\$243,536.38	US Roof/Trumble
Second Lowest Split Bid (no altern.)	\$250,407.38	US Roof/Merit

All bids submitted for the designated project are reflected on this bid tab sheet. However, the listing of a bid on this sheet should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. The town will notify the successful bidder upon award of the contract and, according to the law, all bids received will be available for inspection at that time.

Council Agenda Item: # R 2c

AGENDA CAPTION:

Consideration of approval of an award to Allegra Print and Imaging for the Town's annual printing services contract.

FINANCIAL IMPACT:

Budgeted Amount: Funds are available in each department's operating budget for printing services, normally out of the Office Supplies line item.

Cost: Cost will be variable depending on orders from each department. Town-wide, approximately \$36,700 was spent on miscellaneous printing services during Fiscal Year 2012.

BACKGROUND:

The Town utilizes an annual contract for printing services on an as-needed basis for the purchase of various printed materials for use by Town departments including letterhead, envelopes, and business cards. Total bid price of printing services provided was used to evaluate the bids. Three bids were submitted, and the lowest weighted bidder was Allegra, which has been providing printing services to the Town since 2006. Allegra is located in Addison, and has a proven track record of quality services with the Town.

The contract term is from award date through April 1, 2014. After the initial term, there are options to extend the contract for two additional one-year terms.

For this bid, all of the Town's standard advertising protocols were followed. The bid was released on BidSync and published in the classified section of the Dallas Morning News.

RECOMMENDATION:

Administration recommends approval.

COUNCIL GOALS:

Mindful Stewardship of Town Resources, Look for Operational Efficiencies without cutting services, Explore new/other revenue

sources, Identify opportunities for improved governance

ATTACHMENTS:

Description:

 [Bid Tabulation by Weighted Price](#)

Type:

Backup Material

Printing Services

BID NO 13-24

DUE: May 7, 2013

BIDDER	Signed	Bid Bond	Bid Total
Marfield	X	NA	\$ 62.10
Print Time	X	NA	\$ 121.29
Allegra	X	NA	\$ 41.93

Chelsea Gonzalez

Chelsea Gonzalez, Procurement/Management Analyst

Council Agenda Item: # R 2d

AGENDA CAPTION:

Consideration of approval of an award of bid to Affiliated Western, Inc., for ADA/ TAS (Americans with Disabilities Act / Texas Accessibilities Standards) facilities modifications at the Addison Conference & Theatre Centre and Athletic Club.

FINANCIAL IMPACT:

Cost: \$122,735.00

Budget: \$125,000.00

BACKGROUND:

In fiscal year 2012 an ADA/TAS compliance study was completed for Town owned facilities. This compliance study determined what modifications would be needed to update 11 Town facilities into the newly revised ADA compliance regulations. Local Addison firm MPI Architects, performed the study. A previous compliance study along with modifications was completed in 1993.

Staff will be using a phased approach to accomplishing these modifications at each Town facility. This fiscal year the recommended facilities modifications will be at the Conference & Theatre Centre and Athletic Club. Next fiscal year, staff will be proposing modifications to the Police facility and possibly the Service Center and then subsequently the remainder of our facilities going forward.

Staff sent out notifications to contractors through Bid-Sync with six contractors attending the mandatory pre-bid conference and obtaining specifications. Two bids were received. Affiliated Western, Inc., was the low responsible bidder for this contract.

RECOMMENDATION:

Administration recommends approval.

COUNCIL GOALS:

Infrastructure improvement and maintenance

ATTACHMENTS:

Description:

 [Bid Tab](#)

Type:

Cover Memo

Bid #13-25 - TAS Accessibility Phase 1

Creation Date **Apr 16, 2013**

End Date **May 9, 2013 10:00:00 AM CDT**

Start Date **Apr 18, 2013 12:53:16 PM CDT**

Awarded Date **Not Yet Awarded**

13-25--01-01 Phase 1					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Affiliated Western Inc.</u>	First Offer - \$149,293.00	1 / lump sum	\$149,293.00	Y	Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: SCAN OF BID BOND ATTACHED			
<u>Mart, Inc.</u>	First Offer - \$197,500.00	1 / lump sum	\$197,500.00	Y	Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

13-25--01-02 Alternate 1					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Affiliated Western Inc.</u>	First Offer - \$1,785.00	1 / lump sum	\$1,785.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: ADD ALT #1 CAP TOP OF CONCRETE RECEPTION DESK W/ 1/2" CAMBRIA QUARTZ COLOR:TBD			
<u>Mart, Inc.</u>	First Offer - \$5,400.00	1 / lump sum	\$5,400.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

13-25--01-03 Alternate 2					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Affiliated Western Inc.</u>	First Offer - \$4,055.00	1 / lump sum	\$4,055.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: ADD ALT #2-MODIFY MEN'S LOCKER ROOM FOR NEW ACCESSIBLE TOILET STALL, REFER TO DRAWING A202, PLAN D4.			
<u>Mart, Inc.</u>	First Offer - \$15,150.00	1 / lump sum	\$15,150.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

Supplier Totals

<u>Affiliated Western Inc.</u>		\$155,133.00 (3/3 items)
Bid Contact	Matthew Haseley mrhtx9102@sbcglobal.net Ph 817-707-0969	Address 5748 Boat Club Road Fort Worth, TX 76179
Bid Notes	BID BOND IS ATTACHED TO ITEM # 13-25-01-01 ADDENDUM A, B, C, D ACKNOWLEDGED	
Agency Notes:	Supplier Notes: BID BOND IS ATTACHED TO ITEM # 13-25-01-01 ADDENDUM A, B, C, D ACKNOWLEDGED	
<u>Mart, Inc.</u>		\$218,050.00 (3/3 items)
Bid Contact	Cheryl Mowrey cheryl@martqc.com Ph 972-721-1522	Address 1503 Perry Road Irving, TX 75060
Agency Notes:	Supplier Notes:	

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Council Agenda Item: #R3

AGENDA CAPTION:

Presentation, discussion and consideration of approval of the appointment of Mayor Pro Tempore and Deputy Mayor Pro Tempore.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R4

AGENDA CAPTION:

Discussion and consideration of approval of an appointment of a member to the Board of Zoning Adjustment.

FINANCIAL IMPACT:

N/A

BACKGROUND:

Boardmember Gary Lorenz is moving out of the Town.
Boardmember Lorenz was appointed by Councilmember Moore.

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R5

AGENDA CAPTION:

Discussion and consideration of adoption of a resolution approving a governing policy for the Community Partners Bureau.

FINANCIAL IMPACT:

There is no direct financial impact associated with this item.

BACKGROUND:

The policy named in this item serves as a formal layout of how the Community Partners Bureau functions, including roles of officers, terms of service, and process workflow. The original version of this policy was approved at the March 14, 2012 regular council meeting. This version was reviewed and revised by Committee Chair Kathie Wood, in partnership with Council Members Chris DeFrancisco and Margie Gunther.

RECOMMENDATION:

Administration recommends approval.

COUNCIL GOALS:

Enhance sense of community for all stakeholders/Expand Volunteer Opportunities, Establish a Non-profit Funding Strategy

ATTACHMENTS:

Description:

 [Draft Policy](#)

 [Policy Draft Resolution](#)

Type:

Backup Material

Backup Material



Community Partners Bureau

Definition Statement:

The Addison Community Partners Bureau is a body of residents appointed to duly represent the Town of Addison with its Community Partners.

Community Partners:

Non-Profit organizations which provide benefits to individuals and families in need or promote advancement of education and the arts within the community and which have an agreement with the Town regarding the provision of those services. These are specifically determined annually by Council.

Town Staff:

A Town Staff liaison shall be appointed by the City Manager.

Council Liaisons:

One or more members of the Council may be assigned to serve as liaisons to the Community Partners Bureau.

Structure of Bureau:

The Bureau consists of Council Liaison appointed individuals ("Bureau Members") who will each serve as a representative of the Town to one of its Community Partners, with one of the individuals being the Bureau leader ("Bureau Chair"). Bureau Members will serve a two calendar-year term beginning in October of each year. Each Bureau Member may serve up to three consecutive terms (not necessarily assigned to the same Community Partner) If a new Bureau Member is appointed, then that new Member should transition into the Member's new assignment effective October 1. To qualify for service on the Bureau, candidates must have demonstrated a commitment to community service, such as completion of the Addison Citizens' Academy, Leadership Metrocrest, or service in the Addison Advocates program.

Bureau Chair:

One individual shall be designated by Council Liaisons to serve as a facilitator between the Bureau Members, Community Partners, and Town Staff / Council Liaisons. The Bureau Chair will distribute & collect the annual service evaluations of the Community Partners from the Bureau Members and report to Council on an as-needed basis throughout the year.

Bureau Members:

Bureau Members will interact with a Community Partner, Town Staff and Council Liaisons. This interaction may include service on the Board of Directors, a committee, or a task force of a Community Partner; site visits to places served by a Community Partner; staff updates; or attendance at events. Bureau Members will be charged with receiving and digesting Community Partner communications, giving general written (e.g., e-mail) updates about their Community Partner engagement to the Bureau Chair, and submitting a completed Community Partner service evaluation developed in accordance with the Town's grant application and requirements. Official Town updates to Community Partners may be prepared by the assigned Town Staff member.

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING POLICIES REGARDING THE COMMUNITY PARTNERS BUREAU; PROVIDING AN EFFECTIVE DATE.

WHEREAS, each year the Town of Addison, Texas (“City”) enters into agreements for services with various non-profit entities to provide a variety of public services to citizens of the City; and

WHEREAS, the City Council has previously established a committee of persons, known as the Community Partners Bureau, the members of which serve as the Town’s representative or liaison to those non-profit entities; and

WHEREAS, the City Council desires to approve certain policies regarding the Community Partners Bureau and its operation as set forth in Exhibit 1 attached to this Resolution.

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

Section 1. The policies regarding the Community Partners Bureau and its operation, a copy of which are attached to this Resolution as Exhibit 1, are hereby approved.

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 _____ day of _____, 2013.

Todd Meier, Mayor

ATTEST:

By: _____
Chris Terry, City Secretary

APPROVED AS TO FORM:

By: _____
John Hill, City Attorney

EXHIBIT 1
TO RESOLUTION NO. _____

[attach Community Partners Bureau policies]

Council Agenda Item: #R6

AGENDA CAPTION:

PUBLIC HEARING, Case 1667-Z/Hard Six Holdings, LLC. Public hearing, discussion and consideration of approval of an ordinance changing the zoning on property located at 15100 Midway Road, which property is currently zoned PD – Planned Development, Ordinance 095-016, to I-1, Industrial-1 District, on application from Hard Six Holdings, LLC, represented by Mr. Michael Montgomery.

FINANCIAL IMPACT:

N/A

BACKGROUND:

The Planning and Zoning Commission will review this case on May 23rd. The Commission's recommendation will be presented at the Council meeting.

RECOMMENDATION:

Administration recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

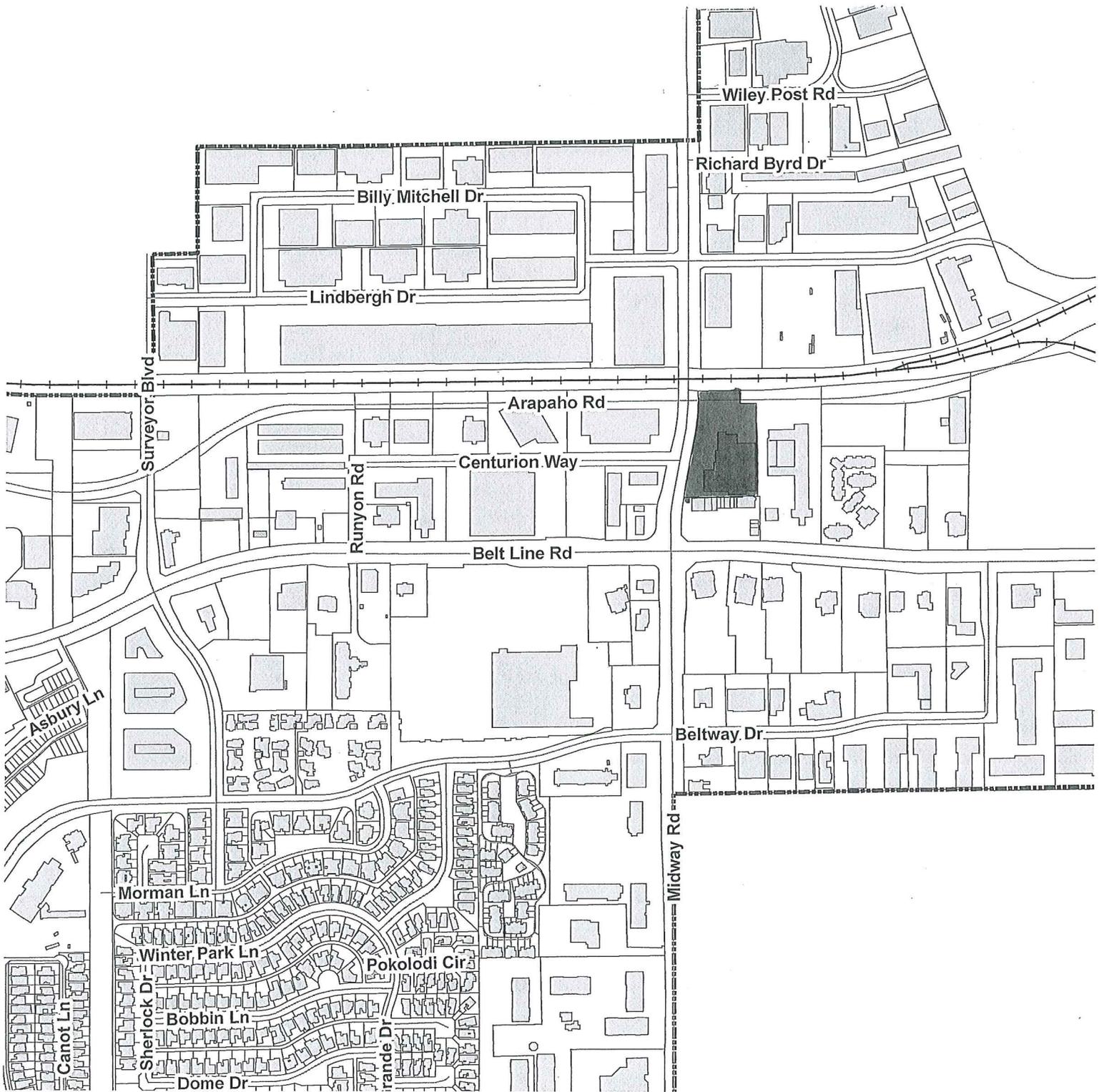
 [1667-Z docket map and staff report](#)

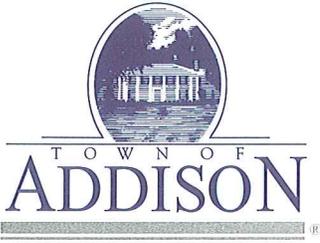
Type:

Cover Memo

1667-Z

PUBLIC HEARING, Case 1667-Z/Hard Six Holdings, LLC. Public hearing, discussion and consideration of approval of an ordinance changing the zoning on property located at 15100 Midway Road, which property is currently zoned PD – Planned Development, Ordinance 095-016, to I-1, Industrial-1, on application from Hard Six Holdings, LLC, represented by Mr. Michael Montgomery.





May 8, 2013

STAFF REPORT

RE: Case 1667-Z/Hard Six Holdings, LLC

LOCATION: 15100 Midway Road

REQUEST: Approval of a change of zoning from PD
– Planned Development to I-1,
Industrial-1

APPLICANT: Hard Six Holdings, LLC, represented by
Mr. Michael Montgomery

DISCUSSION:

Background. This site was originally a Yoplait Yogurt manufacturing facility and was zoned Industrial-1. In the early 1980s, the yogurt plant closed, and the building sat vacant for several years. In the 1990s, the building was converted to an ice skating rink, and then later to an ice hockey facility called the Iceoplex. The owners hosted ice hockey teams and ran ice hockey leagues for several years, and in 1995, they decided to add a snack bar with the ability to serve beer and wine. A Special Use Permit was not available in the Industrial-1 zoning district, so the property was rezoned to a PD and then Special Use Permits were approved for the snack bar and the sale of beer and wine for on-premises consumption.

When the PD Ordinance 095-016 (attached) was written, there was a desire to keep the allowed uses very specific so that the facility could not be converted to some other use, such as a concert or dance hall venue, so the uses allowed were restricted to:

- Commercial ice skating facility
- Restaurant
- Sale of alcoholic beverages for on-premises consumption

The Iceoplex facility closed in the early 2000s, and the facility was converted to the Addison Square Garden, which also hosted ice hockey leagues. The facility has been closed for almost three years. The new owners have made an effort to find another ice rink tenant and have even tried to secure a tenant for the space as an indoor soccer

facility, but have not been successful. However, they have many prospective tenants who are interested in the building for an industrial use.

Proposed Plan. At this time, the new owners would like to re-lease the building for an Industrial use. They have made significant improvements to the building on the inside, and are in the process of cleaning up the outside of the building. They are seeking a standard industrial tenant, which could include a bulk printing company or an automotive dealer.

Façade. The applicant is not proposing any changes to the outside of the facility except for additional clean-up and repair.

Parking. Parking is calculated according to use in any district. This site provides adequate parking for an industrial facility. There was also additional parking for the ice hockey facility that was taken by the Town for the construction of the Arapaho Bridge. The Town replaced the parking by pouring a new parking lot underneath the bridge ramps, and while it is public parking, it is available for tenants of this building to use for their employee and customer parking. However, it cannot be secured or fenced off so that it is not available to the general public.

Landscaping. The landscaping on this site has been in a poor condition for many months. The Parks Department has made an on-site inspection, and has noted several issues. The report from the Parks Department lists several items that need to be addressed, among them:

- 12 trees that need to be replaced
- lack of screening for off-street loading and parking lots
- Renovation of all plant beds
- Trash accumulated on the south side of the building

The applicant will need to address all items listed and shown in the Parks Department review prior to the issuance of a Certificate of Occupancy for any tenant.

RECOMMENDATION:

This site was originally zoned Industrial-1, and was rezoned to a PD to allow for beer and wine sales in a snack bar. Neither the ice skating facility nor the snack bar is still located on the site, and the limited use available to the owners has made the building almost impossible to lease. The staff finds that the original Industrial-1 zoning district was appropriate and in keeping with other uses in the Midway Road corridor. The staff would like to see this building leased and put back into active use, and in the process, cleaned up and re-landscaped. Staff recommends approval of the change of zoning from PD to Industrial-1, subject to the following condition:

-All landscaping renovations listed in the Parks Department review of the project shall be completed prior to the issuance of a Certificate of Occupancy to any tenant.

Respectfully submitted,

A handwritten signature in black ink that reads "CMORAN". The letters are bold and slightly slanted, with a cursive-like flow.

Carmen Moran
Director of Development Services

ORDINANCE NO. 095-016

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING FROM "I-1", INDUSTRIAL-1 TO "PD", PLANNED DEVELOPMENT, ON APPLICATION FROM ICEOPLEX, LOCATED AT 15100 MIDWAY ROAD, AND BEING MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; PROVIDING FOR A PENALTY CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR A REPEAL CLAUSE.

WHEREAS, application was made to amend the Comprehensive Zoning Ordinance of the Town of Addison, Texas, by making application for the same with the Planning and Zoning Commission of the Town of Addison, Texas, as required by State Statutes and the zoning ordinance of the Town of Addison, Texas, and all the legal requirements, conditions and prerequisites having been complied with, the case having come before the City Council of Addison, Texas, after all legal notices, requirements, conditions and prerequisites having been complied with; and

WHEREAS, the City Council of the Town of Addison, Texas, does find that there is a public necessity for the zoning change, that the public demands it, that the public interest clearly requires the amendment, and it is in the best interest of the public at large, the citizens of the Town of Addison, Texas, and helps promote the general welfare and safety of this community, now, therefore,

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

SECTION 1. That the Comprehensive Zoning Ordinance of the Town of Addison, Texas, be, and the same is hereby amended by amending the zoning map of the Town of Addison, Texas, so as to give the hereinafter described property the zoning district

OFFICE OF THE CITY SECRETARY

ORDINANCE NO. 095-016

classification, to-wit: Planned Development. Said property being in the Town of Addison, Texas, and being described as follows:

BEING a tract of land located in the City of Addison, being part of the EDWARD COOK SURVEY, ABSTRACT NO. 326, and part of the W.H. WITT SURVEY, ABSTRACT NO. 1609, Dallas County, Texas being the same property conveyed to 8.8 Corporation by deed recorded in Volume 75042, Page 1347 of the Deed Records of Dallas, County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found at the intersection of the east line of Midway Road (100 feet wide), with the south line of 100.0 foot wide St. Louis and Southwestern Railroad right-of-way;

THENCE S 89°41'00" E, along the south line of said Railroad right-of-way, a distance of 195.00 feet to a 1/2" iron rod found for corner situated in the west line of Rodeway Inn Addition as recorded in Volume 81052, Page 775, Deed Records, Dallas County, Texas;

THENCE along the west line of said Rodeway Inn Addition and departing the south line of said Railroad right-of-way the following:

S 00°42'00" E, a distance of 60.00 feet to a 1/2" rod found for corner;

S 89°41'00" E, a parallel with said Railroad right-of-way, a distance of 76.00 feet to a 1/2" iron rod found for corner;

S 00°05'08" E, a distance of 437.28 feet to a chain link fence post found for corner;

THENCE N 89°48'16" W, departing the west line of said Rodeway Inn Addition and along the north line of Chili's Center Joint Venture tract as recorded in Volume 81005, page 259, Deed Records, Dallas County, Texas, a distance of 276.30 feet to a point for corner;

THENCE N 00°42'00" W, continuing with the north line of said Chili's Center Joint Venture tract a distance of 71.24 feet to a "X" cut in concrete situated in the curving easterly line of said Midway Road;

THENCE along the curving easterly line of said Midway Road, the following:

Northerly, along said curve to the right which has a radius of 904.93 feet, an arc distance of 26.08 feet, said arc having a central angle of 01°39'04" and a chord which bears N 10°42'48" E, to a 5/8" iron rod set at the end of said curve;

N 11°32'20" E a distance of 251.10 feet to a point at the base of a powerpole also being the beginning of a curve to the left;

Northerly, along said curve, having a radius of 1004.93 feet, and a central angle of 12°14'20", and an arc distance of 214.66 to a 1/2" iron rod found at the end of the curve;

THENCE N 00°42'00" W, a distance of 12.01 feet to the POINT OF BEGINNING and containing 3.330 acres of land, more or less.

SECTION 2. That in the above-described Planned Development district, no land shall be used and no building shall be used, erected, or converted to any use other than:

Commercial ice skating facility (subject to approval of Special Use Permit),
Restaurant (subject to approval of Special Use Permit),
Sale of alcoholic beverages for on-premises consumption in a restaurant (subject to approval of Special Use Permit).

SECTION 3. Said property shall be improved in accordance with the development plans for a commercial ice skating facility, which are attached hereto and made a part hereof for all purposes.

SECTION 4. All paved areas, permanent drives, streets and drainage structure shall be constructed in accordance with standard Town of Addison specifications adopted for such purpose

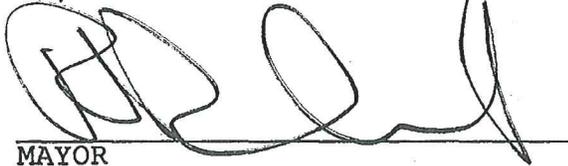
SECTION 5. That any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the city, as heretofore amended, and upon conviction shall be punished by a fine set in accordance with Chapter 1,

General Provisions, Section 1.10, General penalty for violations of Code; continuing violations, of the Code of Ordinances for the Town of Addison.

SECTION 6. That should any paragraph, sentence, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provisions thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of this ordinance as a whole.

SECTION 7. That all ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, on this the 11th day of April, 1995.



MAYOR

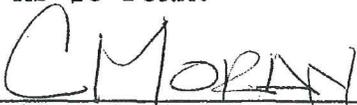
ATTEST:



CITY SECRETARY

CASE NO. 1215-Z

APPROVED AS TO FORM:



DIRECTOR OF DEVELOPMENT SERVICES

OFFICE OF THE CITY SECRETARY

ORDINANCE NO. 095-016

3.22.13

REVIEW OF ICEOPLEX

[5100]
MIDWAY
ROAD

Street frontage

- the site has 440 LF of street frontage (Midway)
- the site plan for the 'Iceoplex' (dated 10-12-95) includes 20 trees and 50 shrubs
- currently there are 12 trees (3 are disfigured and need to be replaced) and 0 shrubs
- the current landscape ordinance requires 14 trees and 134 shrubs
- overhead utilities may limit the number of shade trees and increase the number of ornamental trees required

OFF STREET loading

- 40 LF of screening required
- insufficient planting width eliminates any opportunity for a vegetative buffer, screening fence required)

PARKING PERIMETER OF LOT

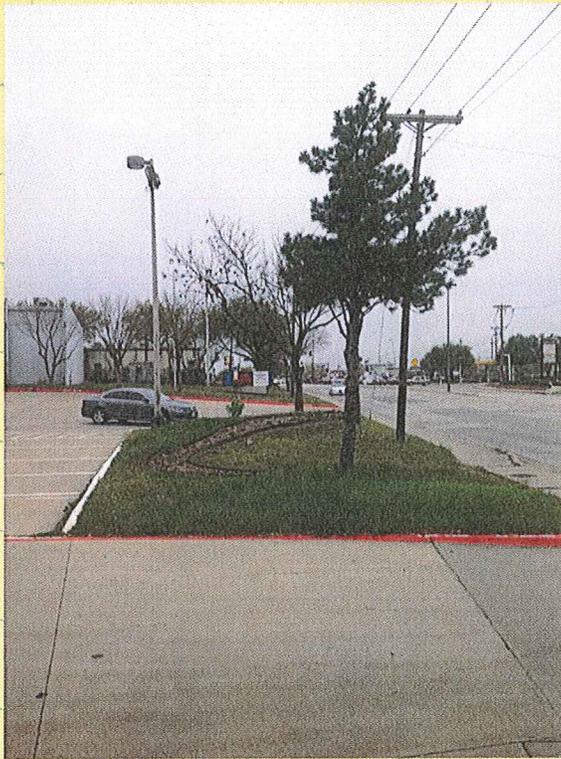
- the northern parking lot perimeter is Arapaho Rd. (planting requirement waived)
- the eastern parking lot perimeter has insufficient planting space for the required trees and shrubs (substitute lower growing plants as a possible solution)

Interior landscape

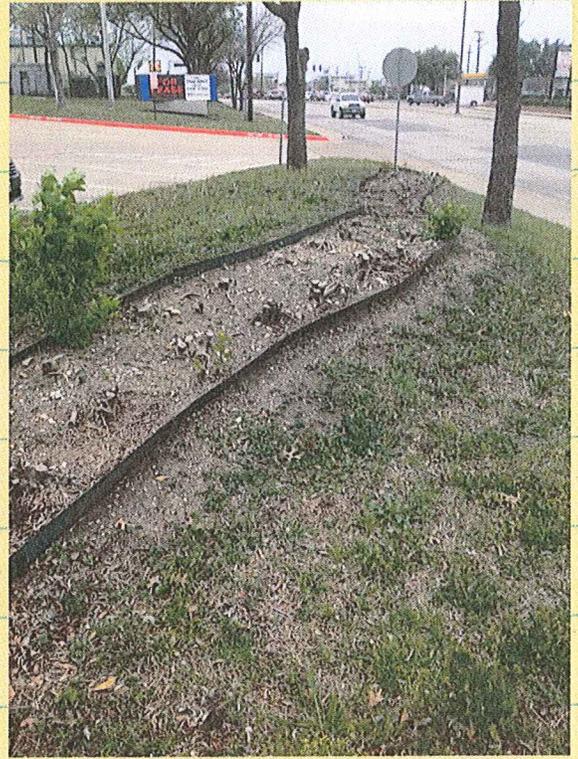
- the site plan (dated 10-12-95) indicates that 21.8% (31,687 SF) of the site is landscaped
- ALL plant beds are in disrepair and will require a complete renovation

General COMMENTS

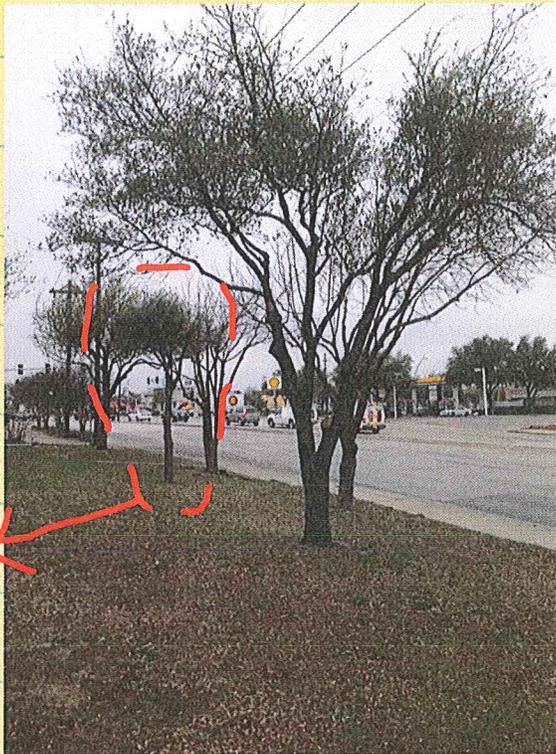
- the landscape on the site is in a state of disrepair
- there is a large amount of trash scattered throughout the site with the southern side of the building serving as a dumping area (this area includes a drainage way)
- I'm attaching a site plan that shows the trees that have been removed (RED), and trees that need to be replaced (ORANGE).



- the street frontage is missing the required shrubs and trees



- condition of landscape bed adjacent to Midway Road



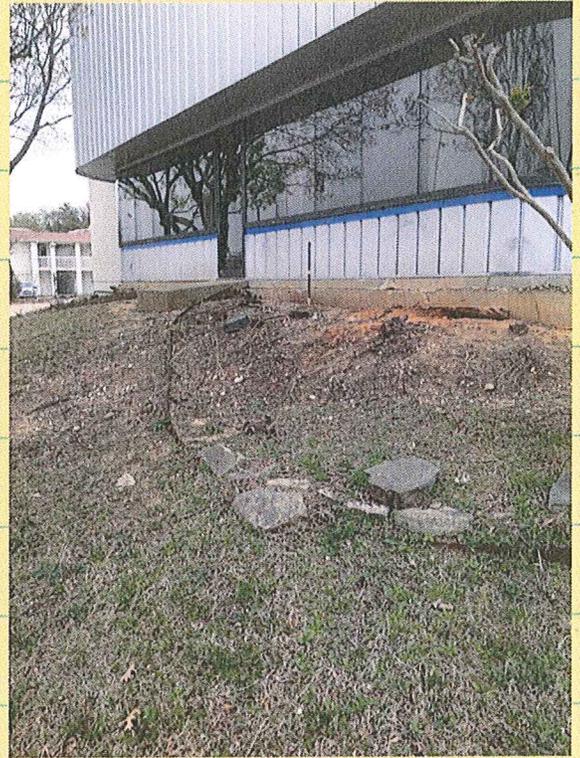
- street trees (some have been improperly pruned and need to be replaced)



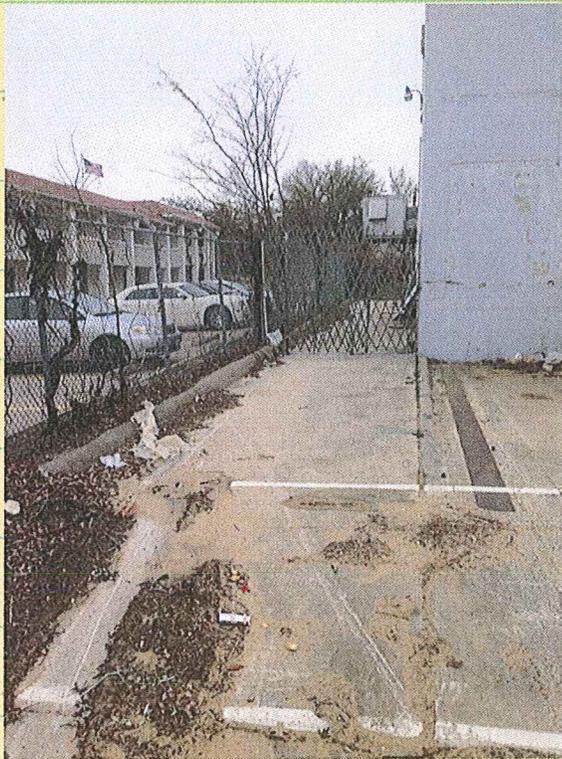
- condition of landscape bed adjacent to building



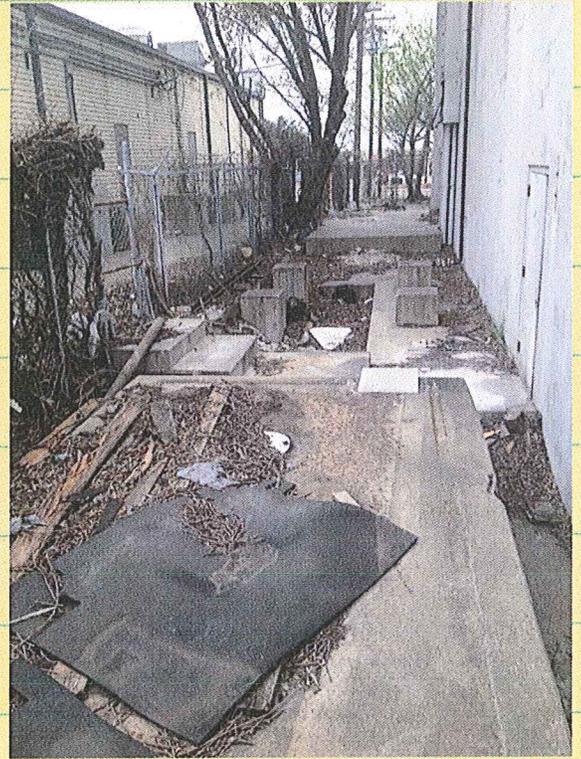
- enlarged view of landscape bed condition (west side of building)



- enlarged view of landscape bed condition (north side of building)



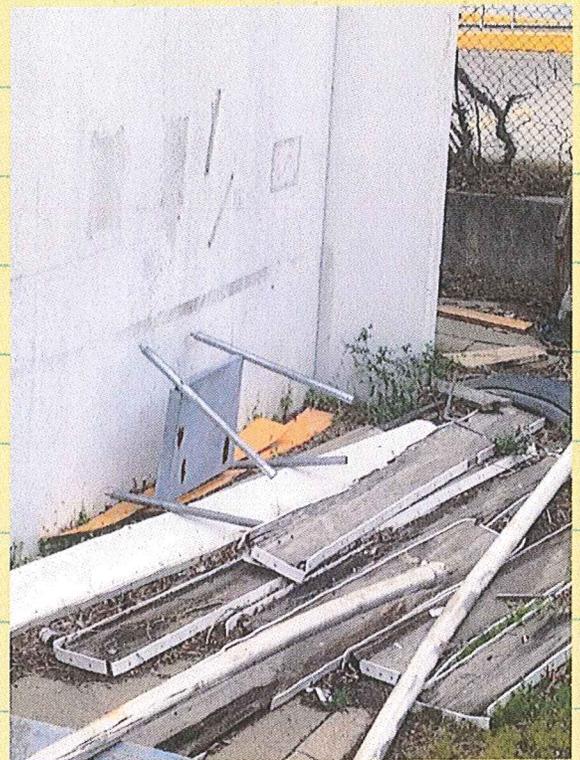
- view looking south along eastern perimeter



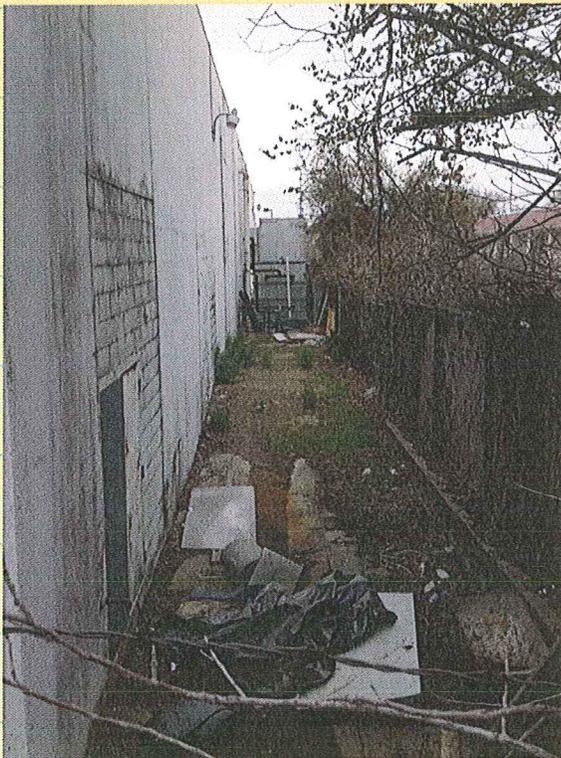
- trash along south side of building



- trash along south side of building



- trash along south side of building



- view looking north along eastern perimeter

Council Agenda Item: #R7

AGENDA CAPTION:

PUBLIC HEARING , Case 1668-SUP/Zoe's Kitchen. Public hearing, discussion and consideration of approval of an ordinance changing the zoning on property located at 5100 Belt Line Road, Suite1056, which property is currently zoned PD – Planned Development through Ordinance 012-002, by approving for that property a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, on application from Zoe's Kitchen, represented by Mr. Matt Wells.

FINANCIAL IMPACT:

N/A

BACKGROUND:

The Planning and Zoning Commission will review this case on May 23rd. The Commission's recommendation will be presented at the Council meeting.

RECOMMENDATION:

Administration recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

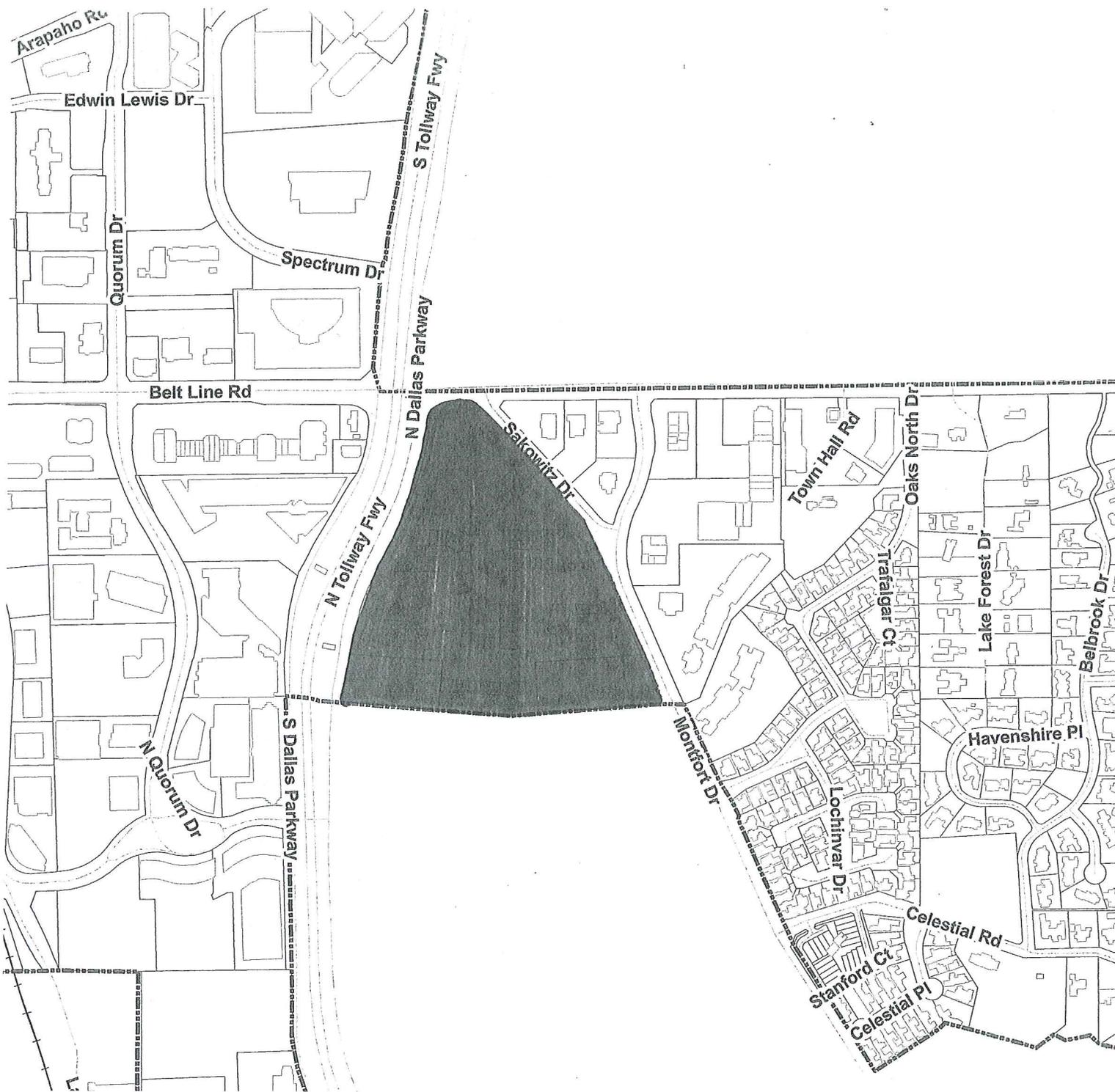
 [1668-SUP docket map and staff report](#)

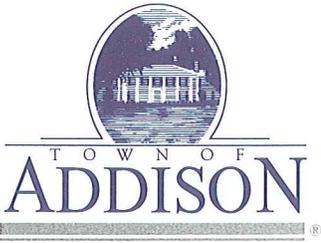
Type:

Backup Material

1668-SUP

PUBLIC HEARING, Case 1668-SUP/Zoe's Kitchen. Public hearing, discussion and consideration of approval of an ordinance changing the zoning on property located at 5100 Belt Line Road, Suite 1056, which property is currently zoned PD – Planned Development through Ordinance 012-002, by approving for that property a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, on application from Zoe's Kitchen, represented by Mr. Matt Wells.





November 6, 2012

STAFF REPORT

RE: Case 1668-SUP/Zoe's Kitchen

LOCATION: 5100 Belt Line Road, Suite 1056

REQUEST: Approval of a Special Use Permit for a restaurant, and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption

APPLICANT: Zoe's Kitchen, represented by Mr. Matt Wells

DISCUSSION:

Background. This lease space is currently under construction on the north side of the Whole Foods Grocery Store. It is a part of the redevelopment plan for the Village on the Parkway, and will be the eastern end-cap of the three lease spaces that will face Belt Line Road. Zoe's Kitchen has restaurants throughout the southern US and into Texas and Arizona. The closest existing Zoe's Kitchen restaurant is in Plano at the intersection of Park and Preston Road. Zoe's serves a Mediterranean-inspired menu with a focus on healthy food. It also serves beer and wine.

Proposed Plan. The floor plan indicates a space of 2,150 square feet with a 211 square-foot patio to the east side of the space. The restaurant offers 52 seats in the restaurant and an additional 36 seats on the patio. The restaurant is a fast/casual concept in which customers order food from a counter and serve themselves for beverages.

Facade. The applicant is proposing to finish out the facades of the restaurant with a gridded mullion system and a striped panel immediately above the entry awning.

Parking. The parking requirement for the Village on the Parkway is at a mixed-use ratio of one space per 250 square feet, regardless of space. The plans show the center will provide 2,240 spaces, which is 512 spaces over the required number. 500 of those additional spaces will be a 4-level parking structure adjacent to the theater. The parking

spaces can be provided anywhere on the site, and do not have to be provided immediately in front of the tenant's lease space.

Landscaping. The landscaping on the site has not been installed as yet. It will be provided by the Village on the Parkway developer, and should be installed prior to the opening of this restaurant.

Food Service Code. This restaurant will require a grease trap, and the applicant should be advised that the restaurant will be subject to all regulations contained in the Addison Food Service Ordinance.

Signs. The applicant showed two signs on the north and east facades. The applicant should be aware that all signs must be permitted under the requirements of the Addison Sign ordinance, and cannot be approved through this process. The applicant should also be aware that the Town has a policy against the use of any terms, such as "bar" or "tavern", or any graphic depictions that denote alcoholic beverages, in exterior signs.

RECOMMENDATION:

Staff recommends approval of the Special Use Permit for a restaurant, and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption, subject to the following condition:

-The applicant shall not use any terms or graphic depictions that denote alcoholic beverages in exterior signs.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'C Moran', with a stylized flourish at the end.

Carmen Moran
Director of Development Services

Carmen Moran

From: Michael J. Kashuba
Sent: Tuesday, May 07, 2013 1:48 PM
To: Carmen Moran
Cc: Slade Strickland
Subject: Zoe's Kitchen

Carmen,

The landscaping for this site will be provided by the Village on the Parkway development, which will be reviewed as a part of the 1648-Z Case File submission.

Michael Kashuba

Landscape Architect - Parks, Recreation and Landscape Development

Town of Addison | P.O. Box 9010 | Addison TX 75001

ofc 972.450.2831 | fax 972.450.2834 | mkashuba@addisontx.gov



WE'RE GLAD YOU'RE HERE

Council Agenda Item: #R8

AGENDA CAPTION:

PUBLIC HEARING, Case 1669-SUP/Hot N Juicy Crawfish. Public hearing, discussion and consideration of approval of an ordinance changing the zoning on property located at 4145 Belt Line Road, Suite 214, which property is currently zoned LR – Local Retail, by approving for that property a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, on application from Hot N Juicy Crawfish, represented by Ms. Laina Vo.

FINANCIAL IMPACT:

N/A

BACKGROUND:

The Planning and Zoning Commission will review this case on May 23rd. The Commission's final recommendation will be presented at the Council meeting.

RECOMMENDATION:

Administration recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

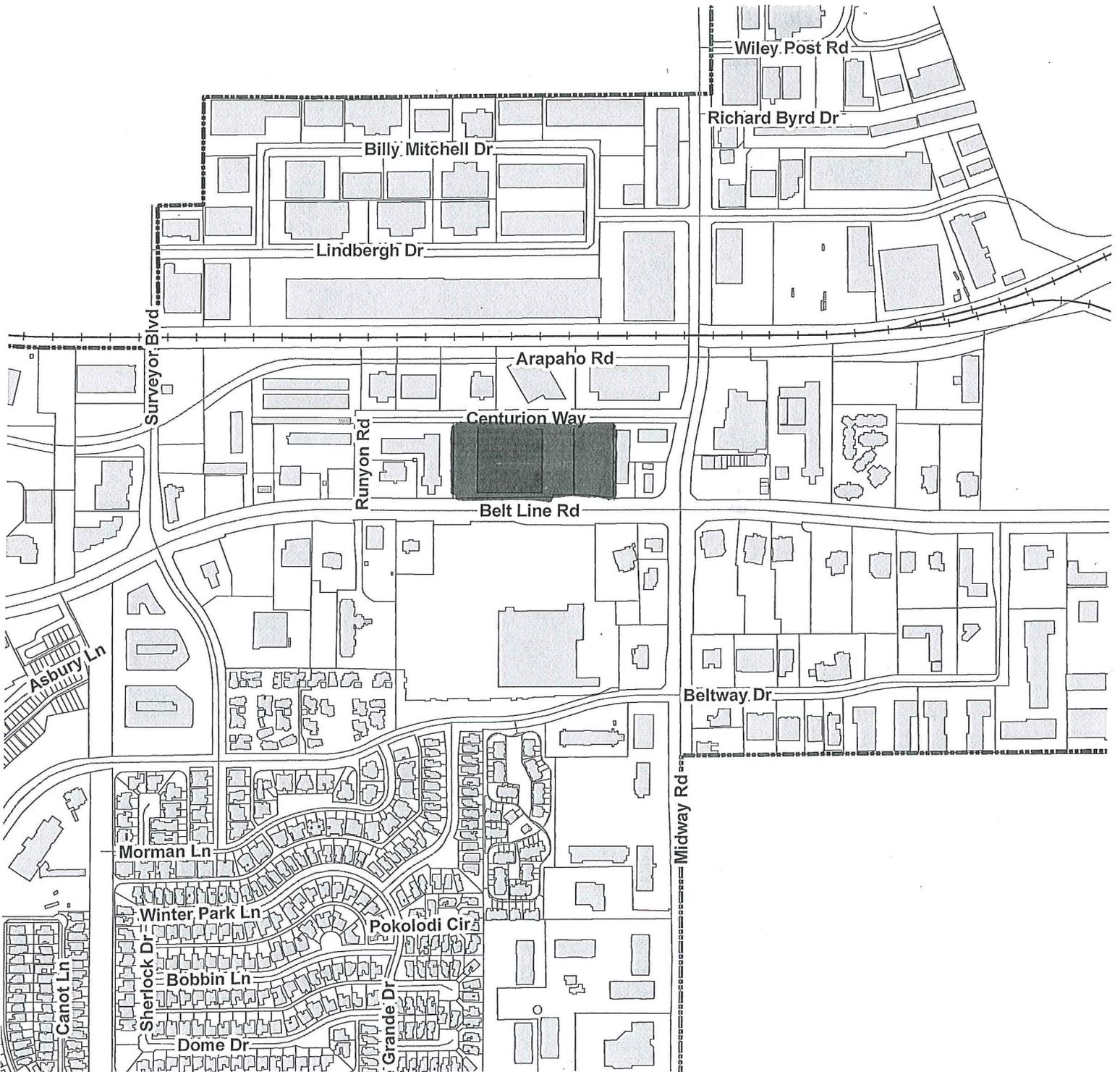
 [Case 1669-SUP docket map and staff report](#)

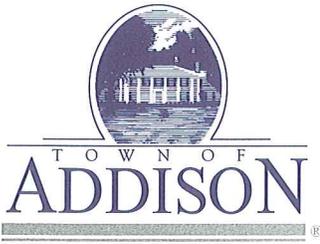
Type:

Cover Memo

1669-SUP

PUBLIC HEARING, Case 1669-SUP/Hot N Juicy Crawfish. Public hearing, discussion and consideration of approval of an ordinance changing the zoning on property located at 4145 Belt Line Road, Suite 214, which property is currently zoned LR – Local Retail, by approving for that property a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, on application from Hot N Juicy Crawfish, represented by Ms. Laina Vo.





May 7, 2013

STAFF REPORT

RE: Case 1669-SUP/Hot N Juicy Crawfish

LOCATION: 4145 Belt Line Road, Suite 214

REQUEST: Approval of a Special Use Permit for a restaurant, and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption

APPLICANT: Hot N Juicy Crawfish, represented by Laina Vo

DISCUSSION:

Background. This lease space is located in a shopping center that was developed in 2007. There are currently five other restaurants in this center: Which Wich Superior Sandwiches, JC's Burgers, Best Thai, The Hub, and Johnny's Pizza.

At this point, the applicant would like to open a Hot N Juicy Crawfish Restaurant in a lease space in this center. Hot N Juicy Crawfish features a crawfish and seafood menu and currently has locations in Las Vegas (2 locations), Nevada, West Hollywood and Orange County, California, Orlando, Florida and Washington, D.C.

Proposed Plan. The floor plan indicates a space of 4,000 square feet with no patio. The restaurant features crawfish and other seafood such as king crab and snow crab legs.

Façade. The applicant is not proposing any changes to the existing façade of the shopping center.

Parking. The parking requirement for this restaurant is figured at a 1/100 ratio. The 4,000 square foot space will require 40 spaces. The center provides 346 total parking spaces. The other restaurants in the center have taken spaces at the 1/100 ratio are: JC's Burgers (2,600 square feet), Best Thai (3,632 square feet), Which Wich? (1,871 square feet), The Hub (4,857 square feet), and Johnny's Pizza (3,967 square feet). The restaurants in the center require a total of 210 parking spaces. The other retail tenants

in the shopping center require 93 spaces (18,575 square feet), for a total of 303 parking spaces required. The site provides 346 spaces, so there is sufficient parking for this restaurant. The property owner also has additional land in the back of the center that could be paved for parking if needed.

Landscaping. Landscaping for the center has been installed and complies with the requirements of the ordinance. The site was inspected by the Parks Department, and it noted that there is one missing shrub in front of the building that will need to be replaced, and that the adjacent building has an area that has been trampled by customers and is washing out into the handicapped accessible area to enter The Hub restaurant. Both landscaping items will need to be corrected prior to the issuance of a Certificate of Occupancy.

Food Service Code. This restaurant will require a grease trap, and the applicant should be advised that the restaurant will be subject to all regulations contained in the Addison Food Service Ordinance.

Signs. The applicant did not show any signs on the façade. The applicant should be aware that all signs must be permitted under the requirements of the Addison Sign ordinance, and cannot be approved through this process. The applicant should also be aware that the Town has a policy against the use of any terms, such as “bar” or “tavern”, or any graphic depictions that denote alcoholic beverages, in exterior signs.

RECOMMENDATION:

Staff recommends approval of the Special Use Permit for a restaurant, a Special Use Permit for the sale of alcoholic beverages for on-premises consumption, a Special Use Permit for a billiard parlor, and a Special Use Permit for an arcade, subject to the following conditions:

-The missing shrub in front of the building shall be replaced, and the worn path in front of The Hub restaurant shall be restored and replanted prior to the issuance of a Certificate of Occupancy for the space.

-The applicant shall not use any terms or graphic depictions that denote alcoholic beverages in exterior signs.

Respectfully submitted,



Carmen Moran
Director of Development Services

Carmen Moran

From: Michael J. Kashuba
Sent: Tuesday, May 07, 2013 11:59 AM
To: Carmen Moran
Cc: Slade Strickland
Subject: Hot N Juicy Crawfish

Carmen,

The landscaping at the 4145 Belt Line appears to meet all the general landscape requirements for the site. There appears to be only one missing shrub in front of the building (which will need to be replaced). There is also a potential ADA conflict at the adjacent property "The Hub – Sports Grill". The patrons of the site have worn a path causing debris and mud to wash-out into the accessible landing.

Missing shrub



View of Wash-out on accessible landing



View of Worn Path



Michael Kashuba

Landscape Architect - Parks, Recreation and Landscape Development

Town of Addison | P.O. Box 9010 | Addison TX 75001

ofc 972.450.2831 | fax 972.450.2834 | mkashuba@addisontx.gov



WE'RE GLAD YOU'RE HERE

Council Agenda Item: #R9

AGENDA CAPTION:

PUBLIC HEARING, Case 1670-SUP/Lawry's The Prime Rib. Public hearing, discussion, and consideration of approval of an ordinance changing the zoning on property located at 14655 Dallas Parkway, which property is currently zoned PD - Planned Development 517, by approving for that property an amendment to an existing Special Use Permit for a restaurant and an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only in order to expand a patio at an existing restaurant, on application from Lawry's The Prime Rib, represented by Mr. Lars Staberg.

FINANCIAL IMPACT:

N/A

BACKGROUND:

This case will be reviewed by the Planning and Zoning Commission on May 23rd. The Commission's final recommendation will be presented at the Council meeting.

RECOMMENDATION:

Administration recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

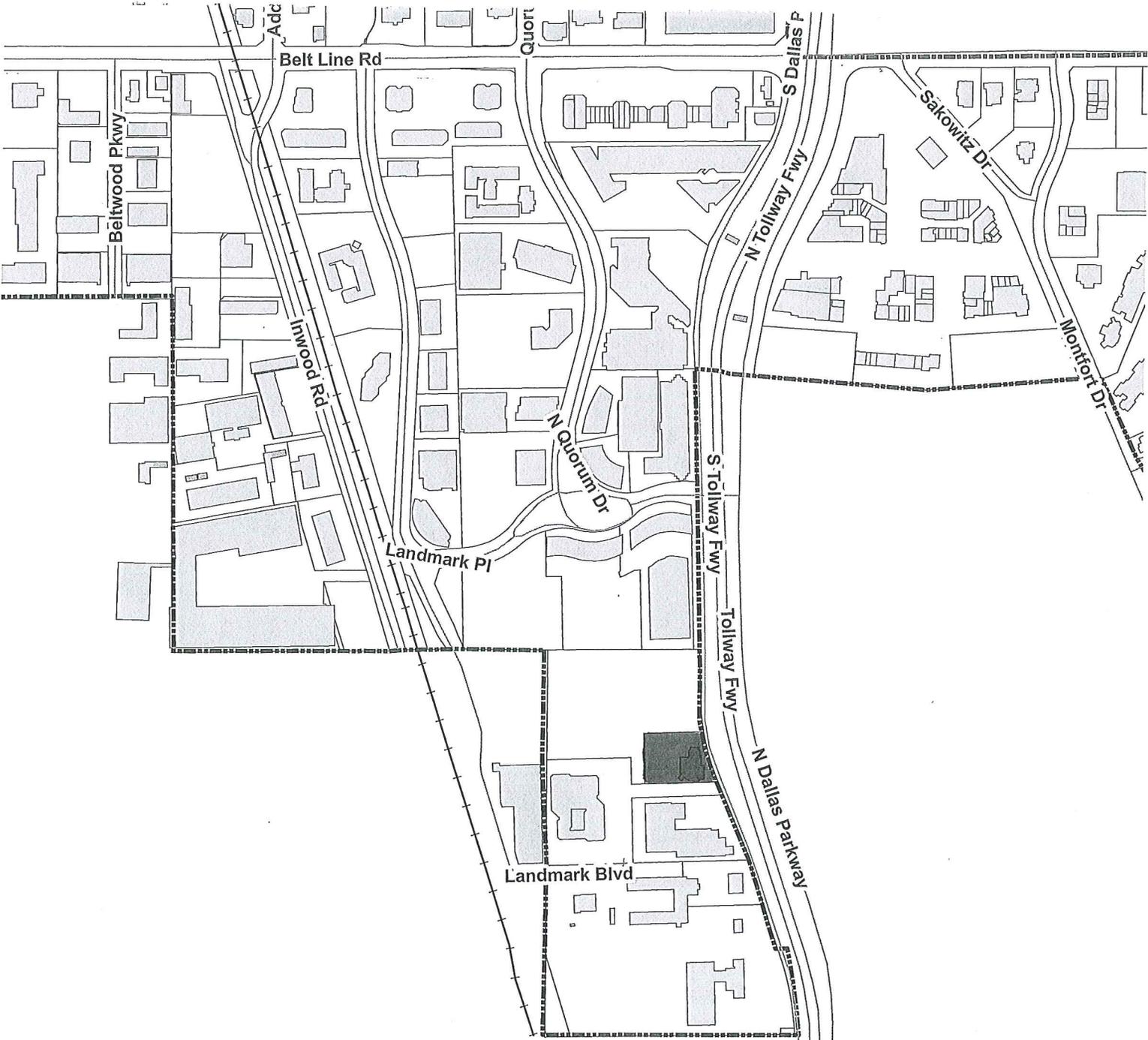
 [1670-SUP docket map and staff report](#)

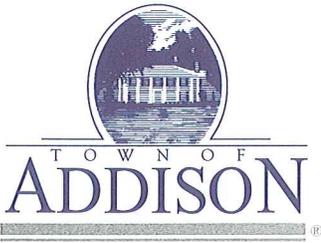
Type:

Cover Memo

1670-SUP

PUBLIC HEARING Case 1670-SUP/Lawry's The Prime Rib. Public hearing, discussion, and consideration of approval of an ordinance changing the zoning on property located at 14655 Dallas Parkway, which property is currently zoned Planned Development 517, by approving for that property an amendment to an existing Special Use Permit for a restaurant and an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only in order to expand a patio at an existing restaurant, on application from Lawry's The Prime Rib, represented by Mr. Lars Staberg.





May 8, 2013

STAFF REPORT

RE: Case 1670-SUP/Lawry's The Prime Rib

LOCATION: 14655 Dallas Parkway

REQUEST: Approval of an amendment to an existing Special Use Permit for a restaurant, and an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption

APPLICANT: Lawry's The Prime Rib represented by Mr. Lars Staberg

DISCUSSION:

Background. Lawry's The Prime Rib was originally opened as a Rusty Pelican Restaurant, which was approved through Ordinance 083-030 on May 10, 1983. The Rusty Pelican operated in this building for about 10 years, and the building was then occupied by various users including Key West Grill and Madison Square Garden. In 1998, Lawry's remodeled the building and opened it as a Lawry's the Prime Rib. The SUPs for Lawry's were approved through Ordinance 098-020 on April 14, 1998. Lawry's has been in continuous operation on the site since then. At this point, Lawry's would like to add a patio on the east side of the building adjacent to the bar area.

Proposed Plan. The plans indicate a 745 square foot patio addition to be added adjacent to the bar on the east side of the restaurant. The bar will be enclosed with the same type of stucco walls as the restaurant, and will have stainless steel cable railing in some spots. The patio will be covered by an overhead canopy structure.

The patio will extend 15'7" out from the east side of the building, and Michael Kashuba notes in his landscaping comments that it will extend within the required 20-foot landscaping buffer. However, that buffer requirement only applies to public streets and does not apply to the access drive for this property, which is a private drive.

Landscaping. The Lawry's site is well-landscaped and well-maintained, and exceeds the Town's requirements in many areas. There are some trees in the parking lot that have been removed, but those trees were in very small islands that did not offer them any protection from cars, and over time, the restaurant owners found them impossible to maintain. The proposed patio will remove 745 square feet of existing landscaping, but the site will still meet its 20% landscaping requirement. In addition, the applicant is proposing to come back with additional plantings around the new patio.

Parking. This center is Planned Development District 517, which was approved by the Council on July 24, 1979. The parking requirement for restaurants under the PD zoning is one space per 100 square feet. Lawry's, with the addition of the patio, will be 11,750 square feet, which requires 117 parking spaces. The site provides 132 spaces, so there is sufficient parking for this patio addition.

Signs. The Special Use Permit ordinance for Lawry's, which is Ordinance 098-020, already contains a condition prohibiting the use of any alcoholic beverage terms in exterior signs, so it is not necessary to add that as a condition to this request.

RECOMMENDATION:

Staff recommends approval of the request for the amendment to an existing Special Use Permit for a restaurant, and an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, in order to provide for a patio, subject to no conditions.

Respectfully submitted,

A handwritten signature in black ink that reads "CMORAN". The letters are stylized and connected, with a large "C" at the beginning and a long horizontal stroke at the end.

Carmen Moran
Director of Development Services



Landscape Site Plan Review

May 7th, 2013

Landscape Site Plan Review for:
14655 Dallas Parkway, Addison, Texas (Lawry's The Prime Rib)

Overall Site

- The overall site plan is proposing a total of approximately 21% landscaping (a reduction of 1% total site landscaping). This number still exceeds the required 20%.
- The site is extremely well maintained.
- The street frontage along the Dallas Parkway access road (east side of the property) varies in width from 4'-30'. On average, the frontage meets or exceeds the requirements.
 - o There are 7 shade trees provided (the requirement is 6)
 - o The landscaping (although not individually counted) visually exceeds the requirements.
- The street frontage along the access road to the south is approx. 9'. This width is smaller than the required 20' landscape buffer. **The patio addition will be within the 20' landscape buffer.**
 - o There are 8 shade trees and approx. 12 ornamental trees along the southern access road. The requirement is 10 shade trees.
 - o The landscaping east of the drive approach visually exceeds the requirements (although not individually counted)
 - o The landscaping west of the drive approach includes 8 ornamental trees in lieu of the shrubs.
- Totals for the interior landscape were not provided making it difficult to determine if those requirements were met. There are some small landscape islands that are located within the parking lot (pictures attached).

View Looking North across southern Access Road at Proposed patio Location.



View looking south from Parking Lot



View of typical decomposed granite areas within parking lot



View of typical Parking Island



Council Agenda Item: #R10

AGENDA CAPTION:

Discussion and consideration of approval of a resolution in support of privately managed Trap, Neuter, Release (TNR) programs to effectively and humanely control the community cat population in the Town of Addison.

FINANCIAL IMPACT:

N/A

BACKGROUND:

At the January 22, 2013 City Council meeting, several residents and feral/community cat sponsor representatives spoke to the Council regarding concerns for problems with roaming at-large and feral/community cats in Addison. The Council responded to these concerns by asking staff to research the ways in which other communities regulate domestic and feral cat populations and then report the findings to Council.

On May 14, 2013, staff presented its findings to Council and recommended that a progression of steps supporting TNR within the Town of Addison will adequately and humanely control the community cat population in the city limits. This item is the first step, which is approval of a resolution recognizing and supporting TNR through private implementation by community cat caretakers and sponsor organizations.

Attached with this item is the proposed resolution.

RECOMMENDATION:

Administration recommend approval.

COUNCIL GOALS:

Mindful Stewardship of Town Resources, Maintain and enhance our unique culture of creativity and innovation, Brand Protection and Enhancement, Look for Operational Efficiencies without cutting services, Enhance Public Safety

ATTACHMENTS:

Description:

 [TNR Resolution](#)

Type:

Resolution Letter

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AND SUPPORTING A TRAP-NEUTER-RELEASE POLICY AND THE PROCEDURES FOR THE HANDLING, MONITORING, CONTROLLING, AND REGULATING FERAL, STRAY, COMMUNITY, AND COLONY CATS, AND OTHER ANIMALS, WITHIN THE TOWN OF ADDISON PURSUANT TO LAWS OF THE STATE OF TEXAS AND THE ADDISON CODE OF ORDINANCES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, concerns have been raised by citizens of the Town of Addison, Texas (“City”) and others regarding the treatment of feral, stray, community, and colony cats within the City, and the City Council desires to take steps to address those concerns; and

WHEREAS, feral, stray, community, and colony cats pose a risk to the health and safety of Addison residents, their property, and their pets, and could rise to the level of a nuisance within the City; and

WHEREAS, following its receipt of information regarding such cats from Town Staff and from citizens and others, including information received at public hearings conducted by the City Council on January 22, 2013 and May 14, 2013, the City Council directed the City Staff to conduct research on the laws and ordinances of other municipalities pertaining to feral, stray, community, and colony cats, cat leash laws, cat roaming laws, and a program generally referred to as “Trap-Neuter-Release,” and based on that research the City Council has determined that a Trap-Neuter-Release program is the most effective and humane method of dealing with feral, stray, community, and colony cats.

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

Section 1. Addison Trap-Neuter-Release Policy. The City Council of the Town of Addison recognizes Trap-Neuter-Release as a method of humanely regulating feral, stray, community, and colony cat populations. The City Staff is authorized to inform citizens of the City about Trap-Neuter-Release, including providing information regarding community-based resources, animal professionals, and experienced cat caretakers.

Section 2. Recitals. The above and foregoing recitals are true and correct and are incorporate herein and made a part hereof for all purposes.

Section 3. Effective Date. 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 _____ day of _____, 2013.

Todd Meier, Mayor

ATTEST:

By: _____
Chris Terry, City Secretary

APPROVED AS TO FORM:

By: _____
John Hill, City Attorney

Council Agenda Item: #R11

AGENDA CAPTION:

Presentation and discussion of contracts for services with non-profits and their annual funding requests for Fiscal Year 2013-2014.

FINANCIAL IMPACT:

For Fiscal Year 2013, the Town of Addison received 12 requests for funding totaling \$625,200 from various non-profit agencies which deliver special services to Addison residents. Council funded these requests in the amount of \$537,000.

This year, the Town has received 12 requests totaling \$725,400. Excluded from this figure was a \$5,000 request for tuition assistance from Trinity Christian Academy. As TCA is a private school, there was some feeling that Article 3, Section 52 of the Texas Constitution, which prohibits payments that do not serve a public purpose, would apply in this case. Therefore, this request was not included.

Given its size, the funding request attachment could not be uploaded with the agenda packet. In each Council Member's drop box is a file named "2013-2014 Non-Profit Applications (opt).pdf." Within, each non-profit funding application has been bookmarked for Council's convenience.

BACKGROUND:

Last year, Council evaluated each funding request in light of overall cost versus services rendered. Any agencies which Council felt required additional explanation were brought in for a face-to-face discussion. Once all questions had been answered, Council recommended funding for each non-profit agency, which was included in the FY 2013 budget.

Assuming Council wishes to follow that same critical path, this item could be used as a touch point for discussion of funding philosophy. Then, Council could choose to meet in June for additional follow-up discussion before setting funding levels in July. This method would allow sufficient time for staff to ensure that funding is included in the FY2014 budget detail.

RECOMMENDATION:

COUNCIL GOALS:

Establish a Non-profit Funding Strategy

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R12

AGENDA CAPTION:

Presentation, discussion and consideration of approval of BYOD (Bring Your Own Device) policy to define standards, procedures, and restrictions for end users who are connecting a personally-owned device to the Town of Addison network for business purposes.

FINANCIAL IMPACT:

N/A

BACKGROUND:

The Local Area Network, Internet and Electronic Mail Usage Policy was presented to and approved by the City Council in FY 2000-2001 and since then it has been amended once to include the Social Media policy. BYOD (Bring Your Own Device) Acceptable Use Policy will be the 2nd amendment to the policy. The BYOD policy template outlines the components of a Bring Your Own Device (BYOD) program. It establishes expectations for the following:

- 1 Minimum requirements for the device.
- 1 Rules of use.
- 1 Support agreement for both software and hardware.

Devices in a BYO program can include but are not limited to smartphones, tablets, netbooks, iPads and laptops that are being used to access business resources for business use. These devices are also designed for personal use, so accessing business resources must be done in a safe and secure manner.

This policy is designed to maximize the degree to which private and confidential data is protected from both deliberate and inadvertent exposure and/or breach, while allowing employees to use their own devices. As a signed document, it is an addition to the library of acceptable use policies on file within Human Resources that allow employee's behaviors and understanding to be consistently managed.

RECOMMENDATION:

Administration recommends approval.

COUNCIL GOALS:

Mindful Stewardship of Town Resources

ATTACHMENTS:

Description:

 [BYOD Policy](#)

Type:

Cover Memo

Purpose

The purpose of this policy is to define standards, procedures, and restrictions for end users who are connecting a personally-owned device to the Town of Addison network for business purposes. This device policy applies, but is not limited to all devices and accompanying media (e.g. USB thumb and external hard drives) that fit the following classifications:

- Smartphones
- Other mobile/cellular phones
- Tablet computers
- Portable media devices
- PDAs
- Pads
- Ultra-mobile PCs (UMPCs)
- Laptop/notebook computers, including home desktops
- Any personally-owned device capable of storing Town data and connecting to a network

The policy applies to any hardware and related software that is not Town owned or supplied, but could be used to access Town resources. In another word, devices those employees have acquired for personal use but also wish to use in the business environment.

The overriding goal of this policy is to protect the integrity of the confidential client and business data that resides within the Town of Addison technology infrastructure. This policy intends to prevent this data from being deliberately or inadvertently stored insecurely on a device or carried over an insecure network where it could potentially be accessed by unsanctioned resources. A breach of this type could result in loss of information, damage to critical applications, loss of revenue, and damage to the Town of Addison public image. Therefore, all users employing a personally-owned device connected to the Town of Addison network, and/or capable of backing up, storing, or otherwise accessing Town data of any type, must adhere to town-defined processes for doing so.

Applicability

This policy applies to all Addison employees, including full and part-time staff, contractors, freelancers, and other agents who use a personally-owned device to access, store, back up, or relocate any organization or client-specific data. Such access to this confidential data is a privilege, not a right, and forms the basis of the trust the Town of Addison has built with its clients, supply chain partners, and other constituents. Consequently, employment at the Town of Addison does not automatically guarantee the initial or ongoing ability to use these devices to gain access to the Town networks and information.

The policy addresses a range of threats to enterprise data, or related to its use:

Threat	Description
Device Loss	Devices used to transfer or transport work files could be lost or stolen.
Data Theft	Sensitive Town data is deliberately stolen and sold by an employee or unsanctioned third party.
Malware	Viruses, Trojans, worms, spyware, and other threats could be introduced via devices.
Compliance	Loss or theft of financial and/or personal and confidential data could expose the enterprise to the risk of non-compliance with various identity theft and privacy laws.

Addition of new hardware, software, and/or related components to provide additional device connectivity will be managed at the sole discretion of the Information Technology department. Non-sanctioned use of personal devices to back up, store, and otherwise access any enterprise-related data is strictly forbidden.

This policy is complementary to any previously implemented policies dealing specifically with data access, data storage, data movement, and connectivity of devices to any element of the enterprise network.

Responsibilities

The Director of Information Technology of the Town of Addison has the overall responsibility for the confidentiality, integrity, and availability of the Town data.

Other IT staff under the direction of the Director of Information Technology are responsible for following the procedures and policies within information technology and information systems.

All the Town of Addison employees are responsible to act in accordance with the town policies and procedures.

Affected Technology

Connectivity of all employee-owned devices will be centrally managed by the Town of Addison's Information Technology department and will use multi-factor authentication and strong encryption measures or alternative compensating controls to isolate and protect any Town data accessed from or stored on the device where appropriate. Although Information Technology staff will not directly manage personal devices, end users are expected to adhere to the same security protocols when connected to non-Town equipment. Failure to do so will result in immediate suspension of all network access privileges so as to protect the Town's infrastructure.

Policy and Appropriate Use

It is the responsibility of any employee of the Town of Addison who uses a personal device to access business resources to ensure that all security protocols normally used in the management of data on conventional storage infrastructure are also applied here. It is imperative that any mobile device that is used to conduct the Town of Addison business be utilized appropriately, responsibly, and ethically. Failure to do so will result in immediate suspension of that user's account. Based on this requirement, the following rules must be observed:

Access Control

1. Information Technology department reserves the right to refuse, by physical and non-physical means, the ability to connect personal devices to the Town and Town-connected infrastructure. IT will engage in such action if such equipment is being used in a way that puts the Town of Addison systems, data, users, and clients at risk.
2. Prior to initial use on the Town network or related infrastructure, all devices must be approved by IT. The Town of Addison will maintain a list of approved technologies with associated control requirements. Devices that are not on this list may not be connected to the Town infrastructure. If preferred device does not appear on this list, contact the help desk. Although IT currently allows only listed devices to be connected to enterprise infrastructure, it reserves the right to update this list in future.
3. End users who wish to connect such devices to non-Town network infrastructure to gain access to enterprise data must employ, for their devices and related infrastructure, security measures deemed necessary by the IT department. Enterprise data is not to be stored on or accessed from any hardware that fails to meet the Town of Addison established enterprise IT security standards.
4. All personal devices attempting to connect to the Town network through the Internet will be inspected using technology centrally managed by the Town of Addison IT department. Devices that have not been previously approved by IT, are not in compliance with IT's security guidelines, or represent any threat to the Town network or data will not be allowed to connect.

Security

Employees using personally-owned devices and related software for network and data access will, without exception, use secure data management procedures. All devices that are able to store data must be protected by a strong password; a PIN is not sufficient. All data stored on the device must be encrypted using strong encryption. Employees agree never to disclose their passwords to anyone, including family members, or store passwords on personally-owned devices if business work is conducted from home.

5. All users of personally-owned devices must employ reasonable physical security measures. End users are expected to secure all such devices whether or not they are actually in use and/or being carried. This includes, but is not limited to,

- passwords, encryption, and physical control of such devices whenever they contain enterprise data.
6. Any non-business computers used to synchronize with these devices will have installed up-to-date anti-virus and anti-malware software deemed necessary by the Town of Addison IT department
 7. Passwords and other confidential data as defined by the Town of Addison IT department are not to be stored unencrypted on mobile devices.
 8. Any device that is being used to store the Town of Addison data must adhere to the authentication requirements of the Town of Addison IT department. In addition, all hardware security configurations must be pre-approved by the Town of Addison IT department before any enterprise data-carrying device can be connected to the Town network.
 9. IT will manage security guidelines, network, application, and data access centrally using whatever technology solutions it deems suitable. Any attempt to contravene or bypass that security implementation will be deemed an intrusion attempt and will be dealt with in accordance with the Town of Addison overarching security policy.
 10. IT reserves the right, through policy enforcement and any other means it deems necessary, to limit the ability of end users to transfer data to and from specific resources on the enterprise network.
 11. Employees, contractors, and temporary staff will follow all enterprise-sanctioned data removal procedures to permanently erase company-specific data from such devices once its use is no longer required.
 12. In the event of a lost or stolen device, it is incumbent on the user to report the incident to IT immediately. The device will be remotely wiped of all data and locked to prevent access by anyone other than IT. If the device is recovered, it can be submitted to IT for re-provisioning. Appropriate steps will be taken to ensure that company data on or accessible from the device is secured - including remote wiping of the device where appropriate. The remote wipe will destroy all data on the device, whether it is related to company business or personal. The Town of Addison Remote Wipe Waiver, which ensures that the user understands that their personal data may be erased in the rare event of a security breach, must be agreed with before connecting the device to the Town resources.

Help & Support

13. Employees who opt in to the BYOD program are not eligible for support for device-specific hardware or software from the Town of Addison IT department. If the employee-owned device requires maintenance, the employee is responsible for taking the device to an employee-provided third party as covered by the stipend or business-approved third party support provider.
14. The Town of Addison IT department will triage support calls to determine if the issue is software or hardware related. If the issue is hardware related, the employee will be forwarded to the third-party support provider for maintenance. If the issue is software related or related to virtual or web-based applications, The Town of Addison IT department will perform maintenance.

15. Employees, contractors, and temporary staff will make no modifications to the hardware or software that change the nature of the device in a significant way (e.g. replacing or overriding the operating system or "jail-breaking") without the express approval of The Town of Addison IT department.

Organizational Protocol

16. IT can and will establish audit trails, which will be accessed, published, and used without notice. Such trails will be able to track the attachment of an external device to the Town network, and the resulting reports may be used for investigation of possible breaches and/or misuse. The end user agrees to and accepts that his or her access and/or connection to the Town of Addison's networks may be monitored to record dates, times, duration of access, etc., in order to identify unusual usage patterns or other suspicious activity. This monitoring is necessary in order to identify accounts/computers that may have been compromised by external parties.
17. The end user agrees to immediately report to his/her manager and the Town of Addison IT department any incident or suspected incidents of unauthorized data access, data loss, and/or disclosure of company resources, databases, networks, etc.
18. While a personally-owned device user will not be granted access to the Town resources without accepting the terms and conditions of this policy, employees are entitled to decline signing this policy if they do not understand the policy or are uncomfortable with its contents. By signing this policy, employees acknowledge that they fully understand the risks and responsibilities of the BYO program.

Policy Non-Compliance

Failure to comply with the *BYOD Acceptable Use Policy* may, at the full discretion of the organization, result in the suspension of any or all technology use and connectivity privileges, disciplinary action, possible termination of employment, as well as possible criminal charges.

The (i) Deputy City manager, (ii) Human Resources Director, and (iii) immediate Manager or Director will be advised of breaches of this policy and will be responsible for appropriate remedial action.

Employee Declaration

I, employee name, have read and understand the above *BYOD Acceptable Use Policy*, and consent to adhere to the rules outlined therein.

Employee Signature

Date

Council Agenda Item: #R13

AGENDA CAPTION:

Presentation, discussion and consideration of approval of a contract with BlueLine Services for the purchase of a computer server and a storage array in the amount of \$30,835.66.

FINANCIAL IMPACT:

This expenditure can be absorbed through saving in the Information Technology FY 12-13 operating budget.

BACKGROUND:

On March 12, 2013 Council approved a contract with Tiburon to provide SaaS services to Addison contingent to establishing a business continuity plan in case Tiburon claims bankruptcy or it goes through a receivership process. As a result, Tiburon has agreed to replicate a fully operational system in Addison that will be situated at the EOC (Emergency Operation Center). This system will allow the Town to maintain the host based executables on local server for use should Tiburon be unable to contractually provide hosted services. This request will provide necessary hardware requirements for this plan.

RECOMMENDATION:

Administration recommends approval.

COUNCIL GOALS:

Mindful Stewardship of Town Resources, Enhance Public Safety

ATTACHMENTS:

Description:

 [Quotes](#)

Type:

Cover Memo



IT and IT Data Center Management

Managed Services • Professional Services • Contract Management • Disaster Recovery • Hardware/Software Support • Data Management & Recovery • IT Equipment Sales

Sales Quote

1800 Highland Shores Blvd, Highland Village, TX. 75077
 Phone (877) 464-2583 / Fax (469) 635-2010 / Cell (972) 333-0934

Account Manager: Rick Essex

Reference # TOA-5713-003

Quote To: Hamid Khaleghipour
 Town of Addison
 16801 Westgrove Drive
 Addison, Texas 75001
 972-450-2868
hkhaleghipour@addisontx.gov

REP	QUOTE DATE	THIS QUOTE IS VALID FOR 30 DAYS FROM QUOTE DATE.	FOB POINT:	TERMS:
RE	May 7, 2013	DL360p Gen8 and P2000	Origin	30 Days
QUANTITY	ITEM	DESCRIPTION	UNIT PRICE:	EXT. PRICE:
1	654081-B21	HP ProLiant DL360p Gen8 Server	\$6,077.09	\$6,077.09
1		VMware Essentials Plus (Best Solution, Fault Tolerance)		
1	654768-L21	Intel® Xeon® E5-2630 (2.3GHz/6-core/95W)		
1	654768-B21	Intel® Xeon® E5-2630 (2.3GHz/6-core/95W)		
1	669324-32G	Processor 1 : 32GB (4x8GB) Dual Rank x8 PC3-12800E Memory		
1	669324-32G	Processor 2 : 32GB (4x8GB) Dual Rank x8 PC3-12800E Memory		
1		HP Integrated Lights-Out - HP Integrated Lights Out 4 (LO 4)		
1		Embedded P420i Smart Array Controller		
1		Drive cage - HP 8-Bay Small Form Factor Drive Cage		
4	652611-B21	300GB 6G SAS 15K rpm SFF (2.5 inch)		
2	684208-B21	HP Ethernet 1GbE 4-port 331FLR Adapter	\$240.17	\$240.17
1	652241-B21	HP 9.5mm SATA DVD RW Drive		
2	503296-2PS	HP 460W Common Slot Gold Hot Plug		
2	AF556A-XX2	HP 1.83m 10A C13-UL US Power Cords		
1	663201-B21	1U SFF BB Gen8 Rail Kit		
1	U2Z88E	HP 5y 4h 24x7 ProCare Service	\$2,944.80	\$2,944.80
1		HP P2000 MSA	\$21,573.60	\$21,573.60
1		HP P2000 LFF Modular Smart Array Chassis		
1		HP P2000 G3 MSA iSCSI Controller		
14		HP P2000 600GB 6G SAS 15K 3.5in ENT HDD		
1		HP P2000 Dual I/O LFF Drive Enclosure		
1		HP 5 Year 4HR 24x7 Proactive Care		
1		MSA2000 G3 Support		
1		MSA2000 Enclosure Support		
1		HP Ext Mini SAS 2M Cable		
	IMPORTANT!!!!	PLEASE ISSUE PO TO: Hewlett-Packard Attn: State & Local/Higher Ed/K-12 Sales C/O BLUELINE SERVICES 10810 Farnham Drive Omaha, NE 68154 STATE OF TEXAS CONTRACT - DIR-SDD-223		
<p><i>The content of this quotation is considered private and protected under an agreement of non-disclosure. All descriptions, configurations, and pricing listed in this document are considered proprietary and the property of BlueLine Services, LLC. Distribution of this document or the contents without written consent is considered a violation of the non-disclosure.</i></p>				
<p><i>*Installation charges, freight, insurance, and taxes are the responsibility of the purchasing entity.</i></p>			Sub Total:	\$30,835.66
<p>business partner </p>			Shipping Costs:	N/A
<p>*By signing the below "authorized signature" line, you agree to purchase the quoted equipment and/or services by the terms and for the prices listed herein. All sales are governed by Texas state laws.</p>			Taxes:	N/A
<p>*Authorized Signature _____ Date _____</p>			Total Price:	\$30,835.66

Thank You for choosing BlueLine Services Support Group!



Symbolic Technology Inc.

11365 Grissom Lane

Dallas, Texas 75229

Phone: 972-247-6888

Texas Historically Underutilized Business

Quote To: Town Of Addison

Attn: Zeis Chen

Term: Net-30

5/9/2013

Category	Description	Qty	Unit Price	Ext-Price
654081-B21	HP DL360p Gen8 8-SFF CTO Chassis	1	\$1,732.88	\$1,732.88
654768-L21	HP DL360p Gen8 E5-2630 FIO Kit	1	\$818.93	\$818.93
654768-B21	HP DL360p Gen8 E5-2630 Kit	1	\$818.93	\$818.93
669324-B21	HP 8GB 2Rx8 PC3-12800E-11 Kit	8	\$176.08	\$1,408.63
652611-B21	HP 300GB 6G SAS 15K 2.5in SC ENT HDD	4	\$576.70	\$2,306.79
652241-B21	HP 9.5mm SATA DVD RW Jb Kit	1	\$120.18	\$120.18
AF556A	HP 1.83m 10A C13-UL US Pwr Cord	2	\$8.80	\$17.59
684208-B21	HP 1GbE 4-port 331FLR Adapter FIO Kit	1	\$9.32	\$9.32
663201-B21	HP 1U SFF BB Gen8 Rail Kit	1	\$93.16	\$93.16
503296-B21	HP 460W CS Gold Ht Plg Pwr Supply Kit	2	\$213.35	\$426.71
U2Z88E	HP 5y 4h 24x7 DL36x(p) ProCare Service, ProLiant DL36x, 5y Proactive Care Svc. 4hr HW Supp w/24x7 coverage. SW supp 24x7, Std 2hr remote Resp. Incl Proactive/Reactive Svc	1	\$2,972.18	\$2,972.18
Total =				\$10,725.31

TOTAL: 34,949.13



Symbolic Technology Inc.

11365 Griggson Lane

Dallas, Texas 75229

Phone: 972-247-6888

Texas Historically Underutilized Business

Quote To: *Town Of Addison*

Attn: *Zeis Chen*

Term: *Net-30*

5/9/2013

Category	Description	Qty	Unit Price	Ext-Price
AP838B	HP P2000 LFF Modular Smart Array Chassis	1	\$2,505.12	\$2,505.12
AW595B	HP P2000 G3 10GbE iSCSI MSA Array System Controller	1	\$4,099.30	\$4,099.30
AP860A	HP P2000 600GB 6G SAS 15K 3.5in ENT HDD	14	\$500.12	\$7,001.63
AP843B	HP P2000 Dual I/O LFF Drive Enclosure	1	\$3,188.34	\$3,188.34
UK240E	HP 5y 4h 24x7 MSA2000 Enclosure HWSupp	1	\$1,894.25	\$1,894.25
407339-B21	HP Ext Mini SAS 2m Cable	1	\$101.12	\$101.12
	HP 5y4h24x7MSA2KG Arrays Proact Care Svc,MSA2000 G3			
U2D99E	Arrays,5y Proactive Care Svc. 4hr HW Supp w/24x7 coverage. SW supp 24x7,Std 2hr remote Resp. Incl Proactive/Reactive Svc	1	\$5,434.05	\$5,434.05
Total =				\$24,223.82



CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
DLKQ899	5137294	5/13/2013

BILL TO:
ZEIS DJAJA-CHEN
16801 WESTGROVE DR

SHIP TO:
TOWN OF ADDISON
Attention To: ZEIS DJAJA-CHEN
16801 WESTGROVE DR

Accounts Payable
ADDISON, TX 75001-5190

ADDISON, TX 75001-5190
Contact: ZEIS DJAJA 972.450.2855

Customer Phone #972.450.2855

Customer P.O. # DLKQ899 QUOTE

ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
JORDAN MIKOLS 866.465.9959		CEVA Deferred, 3-5 Days	MasterCard/Visa Govt	GOVT-EXEMPT
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	2640713	HP GEN8 DL360P 8-SFF CTO CHASSIS Mfg#: 654081-B21 Contract: TCPN - Technology Solutions R5106	1,849.99	1,849.99
4	2637076	HP GEN8 300GB 6G SAS 15K 2.5 SC ENT Mfg#: 652611-B21 Contract: TCPN - Technology Solutions R5106	660.84	2,643.36
2	2693959	HP ETHERNET 1GBE 4P 331FLR FIO ADPTR Mfg#: 684208-B21 Contract: TCPN - Technology Solutions R5106	13.82	27.64
1	1744377	HP 460W 12V HOTPLUG AC PWR SUPPLY Mfg#: 503296-2PS Contract: TCPN - Technology Solutions R5106	508.32	508.32
2	1560517	HP CTO 1.8M 10A C13 POWER CORD Mfg#: AF556A-XX2 Contract: TCPN - Technology Solutions R5106	27.12	54.24
2	2637215	HP GEN8 1U SFF BB GEN8 RAIL KIT Mfg#: 663201-B21 Contract: TCPN - Technology Solutions R5106	111.15	222.30
1	2665533	HPE 5Y 4H 24X7 DL360X PROCARE SVC Mfg#: U2Z88E Contract: TCPN - Technology Solutions R5106	3,570.57	3,570.57
1	2252965	Electronic distribution - NO MEDIA HP P2000 G3 ISCSI MSA 2 CTRL ARRAY Mfg#: BK831A Contract: TCPN - Technology Solutions R5106	9,592.53	9,592.53
14	2410390	HP P2000 600GB 6G SAS 15K 3.5IN DP Mfg#: AP860A Contract: TCPN - Technology Solutions R5106	705.35	9,874.90
1	2150688	HPE 5YR 24X7X4 MSA 2000 G3 Mfg#: UV401E Contract: TCPN - Technology Solutions R5106	4,423.74	4,423.74
1	2883762	Electronic distribution - NO MEDIA HP P2000 G3 ISCSI MSA CONTROLLER Mfg#: BK829B Contract: TCPN - Technology Solutions R5106	3,148.48	3,148.48
1	2953963	HP CTO ONLY INTEL XEON E5-2630 Mfg#: 654768-B21 Contract: TCPN - Technology Solutions R5106	942.15	942.15

Council Agenda Item: #R14

AGENDA CAPTION:

Presentation, discussion and consideration of approval of a contract with Brazos Technology for the purchase and installation of a Digital Citation System in the amount of \$61,101.

FINANCIAL IMPACT:

Budgeted amount: \$40,000

Cost: \$ 61,101

\$40,000 is budgeted in the Information Technology fund and the difference (\$21,101) shall be absorbed through saving in the Information Technology FY 12-13 operating budget.

BACKGROUND:

We began considering an Electronic Ticketing initiative in 2005, by evaluating solutions that operated on hand held/PDA devices – mainly because Motorcycle Enforcement Division was looking into increasing productivity, accuracy, efficiency, and safety.

The existing system has been in operation since 2007 and it's been through its useful life. We've been working closely with the Public Safety division since last November to decide whether we should upgrade or replace the existing system if our collective efforts, search, study and testing identified a better solution than our exiting solution.

As a result, a few selected Police Officers have been testing Brazos Technology solution for the last three (3) months and the feedback has been very positive. With Brazos hand held solution officers can use the keyboard to type data into requisite fields on the citation or scan it in from the driver's license, VIN (Vehicle Identification Number), barcode on insurance form, or vehicle registration of the violator. In addition, Brazos solution offers a unique and patented functionality that streamlines the data entry process even further by enabling the officers to run background queries from national NCIC (National Crime Information Center), state, and local databases.

Furthermore, their solution offers a unique feature that has not

been exploited by the other vendors in this field. Brazos solution offers a regional data mining solution that will allow the subscribed public safety departments to access information STORED on other public safety local databases. Currently, Addison officers don't have the capability of knowing if the stopped violator in Addison has any other citations in the cities of Carrollton or/and Farmers Branch.

RECOMMENDATION:

Administration recommends approval.

COUNCIL GOALS:

Mindful Stewardship of Town Resources, Maintain and enhance our unique culture of creativity and innovation, Enhance Public Safety

ATTACHMENTS:

Description:

 [Brazos Quote](#)

Type:

Cover Memo



e-Citation/Mobile Data Capture System for Law Enforcement

Proposal: 12 Ticket Writers & 12 Printers w/Tow & CTW

Addison!

Presented to:

**City of
Addison**

Submitted by:

Laurie Bain
512-395-5665
Brazos Technology Corporation
P.O. Box 10713, College Station, TX 77842

Proposal Date:

March 22, 2013

Proposal is valid for 30-days from the above-listed date.

Overview

It is our privilege to present the City of Addison with the benefits of implementing the electronic hand-held ticket writers. We welcome this opportunity to engage with the City of Addison in a successful endeavor, which will become the icon of the industry. Brazos Technology is committed to leveraging technology to optimize the performance of law enforcement, and our goal is to assure that your wants, needs and must haves are satisfied while performing above and beyond your expectations of a vendor.

This proposal outlines the hardware, software and resources needed to implement Brazos Technology's e-citation solution, with its inherent advantages, which will empower the department to be technologically innovative as your needs evolve. It also provides budgetary costs and outlines the next steps and assumptions in moving forward.

Thank you for your consideration. We encourage an interactive decision process, which will allow us to answer your questions and provide clarity to ensure that you are confident in making an informed decision.

Pricing Summary

Total project cost including software, hardware, and services*	\$61,101
Total annual fees after year one*	\$4,950

* Please see pages 9 - 13 for details

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Executive Summary

Today more and more Law Enforcement Agencies are looking for ways to improve the efficiency of the citation-writing process. Through the use of advanced mobile technologies, the capabilities in extending applications to mobile personnel are becoming more and more robust.

As Law Enforcement Agencies are beginning to extend applications to mobile devices, several aspects of this solution are critical:

- 1) Ability to extend multiple different applications to each singular device
 - a) Allowing data to be “sent” from each application to each designated device
 - b) Allowing data to be “collected” at the point of activity and reach back to those multiple data sources as well.
- 2) Ability for Law Enforcement Personnel to easily and quickly enter data (much of which can be done through auto-population such as Drivers License swiping and VIN Tag scanning) into the mobile device.
- 3) Ability for Law Enforcement Personnel to easily read, enter and manipulate data via a compact mobile device.
- 4) Ability to quickly dispose of (drop or throw) devices in case of emergency – without damaging and routinely replacing each hand-held device.
- 5) Ability for the data to interface with the Municipal Court system.

This document outlines how Law Enforcement Agencies can leverage Brazos Technology’s Rapid Extension Framework (REF) and Motorola Hand-held Scanners to achieve these goals. This technology is designed to afford each Law Enforcement Agency the following benefits, including but not limited to:

- **Reallocation of Human Resources** – Citation data is electronically entered at the point of activity, so court personnel must no longer re-enter data from hand-written tickets and are available for other tasks.
- **Reduced paper flow** – Citations are printed singularly rather than in triplicate (or more), thereby reducing paper flow between Law Enforcement and the Administrative Office of the Courts.
- **Minimal data entry errors** – Minimize costly mistakes by enforcing business rules via technology, reduce amount of hand written data, and remove the need to manually transfer information from written citation to electronic database.

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Brazos Technology Corporation e-Citation Solution Diagram

Law Enforcement personnel collects data by swiping Driver's License via the Mag Stripe Reader, Gain Vehicle Make, Model, and Year by scanning the Registration Tag, and easily choose offenses from drop down menus on the mobile device. Options are also available to gain key information (such as name) from credit cards, local student ID cards, etc. should an offender not have a license at time of traffic stop.



Officer with Motorola Wireless Unit

Handheld unit "speaks" directly to the printer via Bluetooth connection. The officer collects ticket (printed while officer is walking from offender's car) at the officer's vehicle. Citation printout includes all required instructions for the offender, offender's signature, and is designed to match the specific requirements of each PD.



Vehicle with Wireless Zebra Printer



Court and Law Enforcement Agency

Captured Citations are uploaded to the PD and Municipal Court Databases without the need for an intermediary server. Officers simply place the handheld devices in their cradles at the end of the shift. All citations are uploaded while software upgrades and changes are download automatically.

Note: This is only a sample layout of communication between resources. This entire process is **customizable** depending upon **your** particular needs.

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About Brazos Technology Corporation

Brazos Technology provides solutions and services designed to optimize the use of mobile technology within an organization – with a strong focus on extending Law Enforcement applications and databases to devices in the hands of Law Enforcement personnel.

Brazos Technology was formed in 2000 and is committed to providing rock-solid solutions that are applicable and relevant to the unique needs of the men and women in law enforcement.

With more than 300 agencies actively using the Brazos Technology Ticket Writer, Brazos has been able to establish a proven track record of combining a solid solution with superior implementation, training and customer service.

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About Brazos Technology Corporation's Partner - Motorola

Motorola is a global leader in secure mobile information systems that integrate application-specific handheld computers with wireless networks for data, voice and bar code data capture. Motorola products and services increase productivity and reduce costs for the world's leading retailers, logistics and transportation companies, government agencies, manufacturers and providers of healthcare, hospitality and homeland security.

Motorola's proven technology delivers efficiency. A unique combination of industry-leading innovation and award-winning ergonomic design, with miniaturization, superior power management and product ruggedization is the hallmark of Motorola's products.

Automated Citation Solutions - Motorola

Throughout the world, most law enforcement citations issued by police officers or officials for traffic or other minor violations are handwritten. After issuance, the citations (also called tickets, violation notices or infringement notices) are then manually entered into multiple databases using a key-based system. These manual systems are prone to many data entry errors or misinterpretation due to illegible writing.

Data entry error from these manual processes has far-reaching cost, efficiency and accuracy implications at each level of government:

- **Police services, departments and authorities:** inaccurate records of violations
- **Court and justice services:** reduced ability to prosecute, convict or collect revenue efficiently
- **Motor vehicle departments:** inability to ensure that motorists with repeat violations remain off the road
- **Transportation departments:** inability to plan infrastructure improvements related to traffic signs, signals and congestion areas



Because of these inefficiencies and the resulting low productivity, the old manual key-based data entry processes have a negative effect on the organization's ability to serve the public.

A proven solution is available to eliminate these inefficiencies: **wireless handheld mobile computing systems.**

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Software

Remote Data Capture (RDC) - Designed to run on any Windows CE or Pocket PC mobile device, RDC has been specifically designed for the unique constraints of a mobile device, to include small screen size, lack of true keyboard for entry, and the availability of barcode scanners and camera. RDC is completely flexible, allowing for the enforcement of business rules specific to your needs, to ensure speed and accuracy in performing mobile tasks and data collection. RDC supports any number of tasks, allowing a single device to serve in many capacities simultaneously. Brazos Technology refers to the combination of a mobile device and the RDC application as "an RDC".

Brazos Technology's RDC has also been specifically tailored to work in an e-Citation environment to meet the unique demands of each individual law enforcement agency – and with little effort be able to meet the constant demands brought on by:

- Changes in local and national laws,
- Changes in business processes,
- Changes and upgrades of back-end systems connecting to the mobile devices,
- And changes and upgrades of the mobile devices themselves.

Training

Brazos Technology provides training on two levels – (1) the administration and operation for overall management of the framework and configuration and (2) the mobile device user for the daily tasks, which will be performed using the e-Citation platform. One or more persons should be identified as the designated trainer(s). Brazos Technology will equip the designated internal trainers to perform training as needed.

Brazos Technology also offers a more comprehensive training program that entails having a Brazos representative on-site during the rollout of the application. During the rollout phase, the Brazos representative can 'ride-along' with the officers to provide on the job training – which has proven to be the most beneficial way to ensure officer is up to speed in the most efficient way possible.

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Hardware

Motorola MC75A with 2D Barcode Scanner



Rated for a 4-5 foot drop to concrete and water resistant means your officers will be using the most rugged, reliable ticket writer available! Using it in the rain is also no problem. It has a 624MHz processor, 256 MB of RAM, Microsoft Mobile 6.0 operating system, 802.11 connectivity, a Bluetooth radio, GPS, and cellular capability. This device has a built-in 2D scanner and a 2 megapixel, autofocus camera which allows the Brazos Solution to capture pictures, associate those pictures with the citation, and scan 2D barcodes.

For complete technical specifications, please go to the following URL:

http://www.motorola.com/Business/US-EN/Business+Product+and+Services/Bar+Code+Scanning/Scan-equipped+Mobile+Computers/MC75A_US-EN

ZEBRA RW420 Printer



Designed for the Road Warrior, the Zebra RW 420 is a mobile printer ideal for Law Enforcement applications. Its convenient vehicle mounting and charging options, as well as its user-intuitive interfaces and angled display allow for ease-of-use while on the go!

For complete technical specifications, please go to the following URL:

<http://www.zebra.com/id/zebra/na/en/index/products/printers/mobile/rw420.html>

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Number of mobile devices: 12

Number of MDC's: 0

Description	Price
Software and Services	\$24,800
Hardware - Printers	\$10,743
Printer Paper	\$170
Hardware - Devices	\$27,888
PROJECT PRICE	\$63,601
Special Pricing Allowance for Selected Task	-\$2,500
TOTAL PROJECT PRICE	\$61,101

TOTAL ANNUAL FEES AFTER FIRST YEAR	\$4,950
-------------------------------------------	----------------

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Software and Services			
Description	Unit Price	Qty	Extended Price
MaeKIT (RDC) Brazos Software <ul style="list-style-type: none"> ● One (1) year maintenance/support ● Citations & Warnings ● Parking Tickets ● Stand-alone Racial Profiling (when not captured via the other 	\$650	12	\$7,800
Third Party Hardware Purchase Services - MDC/PDA	\$50	0	\$0
State Compliant Crash Report Configuration and Setup (Inc. Tow Rpt.)	\$2,500	0	\$0
State Compliant Crash Report Software per Device	\$200	0	\$0
State Compliant Crash Report Training - 6 Hours	\$1,500	0	\$0
Tow Report w/Vehicle Inventory	\$2,500	1	\$2,500
Vehicle Stop Arrest Only Form (No Charge)	\$2,500	0	\$0
Criminal Trespass Warning	\$2,500	1	\$2,500
Consent to Search Form	\$2,500	0	\$0
Setup and Configuration of Solution *One-time fee independent of number of devices <ul style="list-style-type: none"> ● Customized Screen and Print Layouts (from an existing layout) ● Integration with court software ● Installation of all software at customer site ● Customization of additional reports 	\$7,500	1	\$7,500
Interface to Laserfiche Document Management	\$1,500	1	\$1,500
Standard Training Package <ul style="list-style-type: none"> ● Two (2) days of Officer Train-The-Trainer training <ul style="list-style-type: none"> ○ Max Group Size = 12 ○ Preferable to have one officer per device ○ Includes Classroom and In-Field Training ● Court Process training ● System Administrator training ● Web Based Reports and Data Search training ● Online Training and Reference Materials provided 	\$3,000	1	\$3,000
Additional Training Days (Customized to meet the needs of the Agency) **travel and expenses not included**	\$1,500	0	\$0
Hosted TLETS Message Switch Setup & Installation <ul style="list-style-type: none"> ● Standard NCIC/TCIC Requests & Returns 	\$1,500	0	\$0
TLETS Message Switch User Setup (\$250 / unit)	\$250	0	\$0
Total for Software and Services:			\$24,800

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Hardware - Printers			
** Assumes all devices are not mounted in vehicles and that the wall charger is purchased.			
Description	Unit Price	Qty	Extended Price
Zebra RW420 Bluetooth Printer <ul style="list-style-type: none"> ● One (1) year manufacturer's warranty ● Bluetooth Communications *To charge this printer you will need either the vehicle or wall mounted chargers below 	\$731	12	\$8,772
Third Party Hardware Purchase Services - Printer	\$50	0	\$0
Vehicle Charger for Printer (optional) <ul style="list-style-type: none"> ● 12VDC with pigtailed to wire directly into a vehicle * Installation Not Included	\$95	0	\$0
Wall Charger for Printer (optional) <ul style="list-style-type: none"> ● 110VAC plug to recharge the printer from a standard wall socket 	\$70	0	\$0
Vehicle Doc w/Charger for RW420 (optional) <ul style="list-style-type: none"> ● Docking unit to secure printer in vehicle installations * Installation Not Included	\$250	0	\$0
Panavise 727-06 Printer Mounting Pedestal <ul style="list-style-type: none"> * Installation Not Included 	\$30	0	\$0
Zebra:AK18666-1 Kit Cable USB to RJ45	\$33	0	\$0
E-Seek M-250 2D Barcode/Magnetic Stripe Reader w/ Smart Cable	\$518	0	\$0
Additional Batteries for RW420 (optional)	\$78	12	\$936
Zebra Charger Quad Li-Ion 4-Bay Battery Charger	\$345	3	\$1,035
Total for Printers:			\$10,743
Supplies			
Description	Unit Price	Qty	Extended Price
One case (36 rolls) of standard thermal paper	\$85	2	\$170
Total for Printer Paper:			\$170

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Hardware - MC75A			
Description	Unit Price	Qty	Extended Price
 <p><u>Motorola MC75A (2D Imager)</u></p> <ul style="list-style-type: none"> * Described above * Includes AT&T, Verizon, or Sprint Cellular Capability (must specify) * 2 Mega-pixel autofocus camera * Built-in GPS * Extremely Bright 640X400 Full VGA Screen 	\$1,670	12	\$20,040
Magnetic Stripe Reader Attachment	\$145	12	\$1,740
Single Docking Cradle <ul style="list-style-type: none"> ● Price includes all cables ● Requires Microsoft ActiveSync and computer w/Internet connection 	\$160	0	\$0
USB Charging Cable Assembly <ul style="list-style-type: none"> ● Price includes all cables ● Requires Microsoft ActiveSync and computer w/Internet connection 	\$95	0	\$0
4-bay Docking Cradle (Highly Recommended) <ul style="list-style-type: none"> ● Price includes all cables (power supply and 6' network cable) 	\$425	3	\$1,275
3-Year Bronze Support Extended Warranty <ul style="list-style-type: none"> ● Comprehensive Coverage (no fault) ● *Can only be purchased with new device 	\$295	12	\$3,540
Additional Extended Life Battery <ul style="list-style-type: none"> ● 1.5x Battery 	\$59	12	\$708
4 - Bay Battery Charger Extended Life Battery	\$195	3	\$585
Auto Charger Cable <ul style="list-style-type: none"> ● Auto Charger Cable w/cigarette lighter adapter 	\$122	0	\$0
RAM Vehicle Cradle w/USB port <ul style="list-style-type: none"> ● Power and mounting bracket * Installation not included. * USB Type A Male to USB Type A Male Cable not included 	\$129	0	\$0
Total for MC75A:			\$27,888

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Ongoing Software Fees

Annual Fees after the first year

Brazos Technology	\$250 / unit	Annual	\$3,000
e-Citation updates, license renewal			
Brazos Technology e-mail Support			
Std maintenance covers config changes (up to 5 new fields and 1 new report per quarter)			

Crash Report	\$200 / unit	Annual	\$0
License Renewal			
e-Mail Support			

Interface to Laserfiche Document Mgt.	\$650		\$650
Interface to Court System	\$650		\$650
Interface to RMS System	\$650		\$650

*Any additional interfaces have an annual support cost of \$650 ea.

TLETS Message Switch	\$250 / unit		\$0
Annual license and support			

(Not applicable unless Message Switch is activated.)

Total Annual Fees After First Year			\$4,950
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Point of Contact

The City of Addison and the Addison Municipal Court will have one (1) point of contact for implementation of software and subsequent maintenance needs. The point of contact with City of Addison will be determined later.

Brazos Technology will schedule a **Kick-Off Meeting** with client to confirm configuration information and schedule Implementation and Training.

Mutual Responsibilities

The successful implementation of this project is contingent upon two primary factors:

- 1) Brazos Technology's dedication to support the City of Addison throughout the pre-implementation and implementation phases, as well as throughout the lifecycle of the software to timely respond to support needs and
- 2) For the **Municipal Courts** and the **Police Department** to work diligently with Brazos Technology to identify and document its requirements and needs for this project (to be documented during pre-implementation phase) - as well as to show the dedication of its workforce to adopt such technology.

Rapid and Easy Extension of Other Applications

Because of Brazos Technology's unique methodology for extending applications to the mobile paradigm, the following are just a few examples of applications that could easily be extended to the mobile units literally within days of being requested by each agency (*please request a quote for this capability – not included in this quote*):

- **Accident/Crash Reports**
- **Seized Property and Evidence Tagging and Tracking**
- **Replacement gear ordering by officers**
- **Vehicle repair work-order submissions**
- **Community Outreach Programs Applications**
- **Rotation Wrecker Management System**

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Assumptions

The following are assumptions on which the recommendations in this Proposal are based:

1. All information sources required for the mobile device are accessible through the City of Addison network or the Internet.
2. Brazos will utilize the standard [court system] interface for the Municipal Court System.
3. Real-time NCIC/State Return queries are not required at this time. (unless indicated on page 10)
4. An active internet connection is available at the location where the synchronization device will be installed.
5. Brazos Technologies does not provide installation services for hardware to be "mounted" into vehicles.
6. Any interface costs levied by Court or RMS system providers are separate and not reflected in this proposal

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Council Agenda Item: #R15

AGENDA CAPTION:

Presentation, discussion and consideration of approval of a contract with BRITEMARK in an amount not to exceed \$40,000.00 for producing, removing and installation of new police fleet decals.

FINANCIAL IMPACT:

Award of bid not to exceed \$40,000.00

BACKGROUND:

As new police vehicles are purchased and prepared for service, each marked unit must have new decals/graphics applied. This award will accomplish that task as we push to get the new police fleet inservice. Solicitation 13-26 included for review.

RECOMMENDATION:

Adminstration recommends approval.

COUNCIL GOALS:

Brand Protection and Enhancement, Enhance Public Safety

ATTACHMENTS:

Description:

 [Solicitation 13-26](#)

Type:

Cover Memo

**Bid Tabulation Packet
for
Solicitation 13-26**

Police Vehicle Decals

Bid designation: Public

A handwritten signature in blue ink that reads "Addison!". The signature is written in a cursive, slightly slanted style.

Town of Addison

Bid #13-26 - Police Vehicle Decals

Creation Date Apr 19, 2013

End Date May 7, 2013 10:00:00 AM CDT

Start Date Apr 24, 2013 10:13:10 AM CDT

Awarded Date Not Yet Awarded

13-26--01-01 Design Work					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
B2B Enterprises Inc. dba Prism Sign Group	First Offer - \$65.00	1 / hour	\$65.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
KMP Graphics Inc.	First Offer - \$70.00	1 / hour	\$70.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
BriteMark	 First Offer - \$75.00	1 / hour	\$75.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

13-26--01-02 Reflective Material					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
KMP Graphics Inc.	First Offer - \$0.1658	1 / square inch	\$0.1658		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Note - This price includes the 3M 8520 Laminate			
BriteMark	 First Offer - \$0.20	1 / square inch	\$0.20		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
B2B Enterprises Inc. dba Prism Sign Group	First Offer - \$0.45	1 / square inch	\$0.45		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

13-26--01-03 Laminate					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
KMP Graphics Inc.	First Offer - \$0.00	1 / square inch	\$0.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Note - Laminate is included in the price of 13-26-01-02.			
BriteMark	 First Offer - \$0.00	1 / square inch	\$0.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
B2B Enterprises Inc. dba Prism Sign Group	First Offer - \$0.10	1 / square inch	\$0.10		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

13-26--01-04 Color-Black					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
BriteMark	 First Offer - \$0.00	1 / square inch	\$0.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
KMP Graphics Inc.	First Offer - \$0.1658	1 / square inch	\$0.1658		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Note - Laminate is included in the price of 13-26-01-02.			
B2B Enterprises Inc. dba Prism Sign Group	First Offer - \$0.38	1 / square inch	\$0.38		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

13-26--01-05 Color-Copper					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
BriteMark	 First Offer - \$0.00	1 / square inch	\$0.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
B2B Enterprises Inc. dba Prism Sign Group	First Offer - \$0.08	1 / square inch	\$0.08		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
KMP Graphics Inc.	First Offer - \$0.1658	1 / square inch	\$0.1658		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Note - This color as specified will be printed on IJ680CR Reflective so that the copper is reflective as well.			

13-26--01-06 Remove/Install Existing Graphics					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
B2B Enterprises Inc. dba Prism Sign Group	First Offer - \$85.00	1 / hour	\$85.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
BriteMark	 First Offer - \$95.00	1 / hour	\$95.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
KMP Graphics Inc.	First Offer - \$375.00	1 / hour	\$375.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Note - we are bidding installation/removal per unit so there is no worry of how much time it will take. The bid spec looks like this is supposed to be an hourly rate. Removal of old graphics is dependent on age of the graphics and quality of graphics that were applied. We will use reasonable care and professional techniques to remove old graphics but will not be responsible for damage to the paint including scuffing or paint lifting due to the removal process.			

13-26--01-07 Install Graphics					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
BriteMark	 First Offer - \$0.00	1 / hour	\$0.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
B2B Enterprises Inc. dba Prism Sign Group	First Offer - \$85.00	1 / hour	\$85.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
KMP Graphics Inc.	First Offer - \$125.00	1 / hour	\$125.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Note - we are bidding installation per unit so there is no worry of how much time it will take. The bid spec looks like this is supposed to be an hourly rate.			

Supplier Totals

BriteMark	\$170.20 (7/7 items)
Bid Contact A BriteMark abritemark@aol.com Ph 972-658-1821	Address P.O. Box 32 Melissa, TX 75454
Agency Notes:	Supplier Notes:

<u>B2B Enterprises Inc. dba Prism Sign Group</u>		\$236.01 (7/7 items)
Bid Contact	Bill Brooks info@prismsigngroup.com Ph 972-403-7770	Address 3645 Dallas Parkway Suite 535 Plano, TX 75093
Qualifications	HUB MBE NCTRCA SB TX	
Agency Notes:	Supplier Notes:	
<u>KMP Graphics Inc.</u>		\$570.4974 (7/7 items)
Bid Contact	Keith Kelly Keith@KMPGraphics.com Ph 817-295-5565 Fax 817-295-5883	Address 105 Blackjack Lane Burleson, TX 76028
Bid Notes	We will provide the City of Addison a 15% discount on graphics and installation for vehicles that are delivered to our shop in Burleson TX. Typical graphics turnaround for new installations is 3 days. Removal of old graphics is dependent on age of the graphics and quality of graphics that were applied. We will use reasonable care and professional techniques to remove old graphics but will not be responsible for damage to the paint including scuffing or paint lifting due to the removal process. We also include our officer safety package with all vehicles which includes reflective inside the edges of all doors and rear hatches/trunks in order to enhance visibility and officer safety.	
Agency Notes:	Supplier Notes: We will provide the City of Addison a 15% discount on graphics and installation for vehicles that are delivered to our shop in Burleson TX. Typical graphics turnaround for new installations is 3 days. Removal of old graphics is dependent on age of the graphics and quality of graphics that were applied. We will use reasonable care and professional techniques to remove old graphics but will not be responsible for damage to the paint including scuffing or paint lifting due to the removal process. We also include our officer safety package with all vehicles which includes reflective inside the edges of all doors and rear hatches/trunks in order to enhance visibility and officer safety.	

**

Britemark

Bid Contact **A Britemark**
abritemark@aol.com
 Ph 972-658-1821

Address **P.O. Box 32**
Melissa, TX 75454

Item #	Line Item	Notes		Unit Price	Qty/Unit	Total Price	Attch. Docs
13-26--01-01	Design Work	Supplier Product Code:		First Offer - \$75.00	1 / hour	\$75.00	Y
13-26--01-02	Reflective Material	Supplier Product Code:		First Offer - \$0.20	1 / square inch	\$0.20	Y
13-26--01-03	Laminate	Supplier Product Code:		First Offer - \$0.00	1 / square inch	\$0.00	Y
13-26--01-04	Color-Black	Supplier Product Code:		First Offer - \$0.00	1 / square inch	\$0.00	Y
13-26--01-05	Color-Copper	Supplier Product Code:		First Offer - \$0.00	1 / square inch	\$0.00	Y
13-26--01-06	Remove/Install Existing Graphics	Supplier Product Code:		First Offer - \$95.00	1 / hour	\$95.00	Y
13-26--01-07	Install Graphics	Supplier Product Code:		First Offer - \$0.00	1 / hour	\$0.00	Y
						Supplier Total	\$170.20

Supplier: **Britemark**

Information and Instruction Form

RESPONSES THAT DO NOT CONTAIN THIS COMPLETED FORM WILL NOT BE COMPLIANT

Section I Company Profile

Name of Business:

Business Address:

Contact Name:

Phone#:

Fax#:

Email:

Name(s) Title of Authorized Company Officers:

Federal ID #: W-9 Form: A W-9 form will be required from the successful bidder.

DUN #:

Remit Address: If different than your physical address:

Section II Instructions to Bidders

Electronic Bids: The Town of Addison uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for Standard bids or proposals. For **Cooperative Bids and Reverse Auctions ONLY**, the successful contractor/supplier agrees to pay BidSync a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. **Cooperative Bids and Reverse Auctions** will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to www.bidsync.com for further information.

Contractor/Supplier Responsibility: It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractors/Suppliers will be notified of any addenda and Q&A if they are on the invited list, they view the bid, or add themselves to the watch list.

Acknowledgement of Addenda: #1 #2 #3 #4 #5

Delivery of Bids: For delivery of paper bids our physical address is:

Town of Addison

5350 Beltline Road

Addison, TX 75001

Attn: Purchasing Department

Contractor/Supplier Employees: No Contractor/Supplier employee shall have a direct or indirect financial interest in any contract with the town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the town.

Deliveries: All deliveries will be F.O.B. Town of Addison. All Transportation Charges paid by the contractor/supplier to Destination.

Payment Terms: A Prompt Payment Discount of % is offered for Payment Made Within Days of Acceptance of Goods or Services. If Prompt Payments are not offered or accepted, payments shall be made 30 days after receipt and acceptance of goods or services or after the date of receipt of the invoice whichever is later.

Delivery Dates: Delivery Dates are to be specified in Calendar Days from the Date of Order.

Bid Prices: Pre-Award bid prices shall remain Firm and Irrevocable for a Period of Days.

Exceptions: Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation.

Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail).

Historically Underutilized Business (HUB): It is the policy of the Town of Addison to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers are encouraged to provide HUBs the opportunity to compete for sub-contracting and other procurement opportunities. A listing of HUBs in this area may be accessed at the following State of Texas Website. <http://www.window.state.tx.us/procurement/cmb1/cmb1hub.html>.

HUB Owned Business Yes No Include a current copy of your HUB certification with your response or insert Certification number and expire date

Other Government Entities: Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded under the same Terms and Conditions? Yes No

Bid Bond: Is Bid Bond attached if applicable? Yes No

Termination: The town at any time after issuance of this agreement, by 30 days written notice, has the absolute right to terminate this agreement for cause or convenience. Cause shall be the contractor/supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities,

quality and/or other requirements specified in the contract/purchase order. In such case the supplier shall be liable for any damages suffered by the town. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the town as of the effective date of the termination.

Bidder Compliance: Bidder agrees to comply with all conditions contained in this Information and Instruction Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees to furnish and deliver the articles or services as specified at the prices and terms herein stated and in strict accordance with the specifications and conditions, all of which are made a part of your offer. Your offer is not subject to withdrawal after the award is made.

The Town of Addison reserves the right to reject all or part of the offer and to accept the offer considered most advantageous to the town by item or total bid.

The Town of Addison will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the Town.

I hereby certify that all of the information provided in sections I and II are true and accurate to the best of my knowledge.

Signature: Date:

Title:

Signature certifies no changes have been made to the content of this solicitation as provided by the Town of Addison.

1/29/13

Supplier: **Britemark**

Town of Addison Indemnification Agreement

Contractor's Indemnity Obligation. Contractor covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Owner), INDEMNIFY, AND HOLD HARMLESS Owner, its past, present and future elected and appointed officials, and its past, present and future officers, employees, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, the "**Owner Persons**" and each being an "**Owner Person**"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees (including attorney's fees), fines, penalties, expenses, or costs, of any kind and nature whatsoever, made upon or incurred by Owner and/or Owner Person, whether directly or indirectly, (the "**Claims**"), that arise out of, result from, or relate to: (i) the services to be provided by Contractor pursuant to this Agreement, (ii) any representations and/or warranties by Contractor under this Agreement, (iii) any personal injuries (including but not limited to death) to any Contractor Persons (as hereinafter defined) and any third persons or parties, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Contractor 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 Contractor is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "**Contractor Persons**"). SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

Contractor shall promptly advise Owner in writing of any claim or demand against any Owner Person related to or arising out of Contractor's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Contractor's sole cost and expense. The Owner Persons shall have the right, at the Owner Persons' option and own expense, to participate in such defense without relieving Contractor of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement.

The provisions in the foregoing defense, indemnity and hold harmless are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect, such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and this defense, indemnity and hold harmless provision shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement. **In that regard, if the capitalized language included in the foregoing indemnity is so determined to be void or unenforceable, the parties agree that:**

- (i) the foregoing defense, indemnity, and hold harmless obligation of Contractor shall be to the extent Claims are caused by, arise out of, or result from, in whole or in part, any act or omission of Contractor or any Contractor Persons; and**

(ii) notwithstanding the provisions of the foregoing subparagraph (i), to the fullest extent permitted by law, Contractor shall INDEMNIFY, HOLD HARMLESS, and DEFEND Owner and Owner Persons from and against all Claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Contractor or any of its subcontractors, regardless of whether such Claims are caused, or are alleged to be caused, in whole or in part, by the negligence, or any act or omission, of Owner or any Owner Persons, it being the expressed intent of Owner and Contractor that IN SUCH EVENT THE CONTRACTOR'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. The indemnity obligation under this subparagraph (ii) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under workers compensation acts, disability benefit acts, or other employee benefit acts.

I understand that the indemnification provisions are required of all Town of Addison Contracts. I have read the provisions and agree to the terms of these provisions.

Project/Bid#:

Company Name:

Signature: Date:

Supplier: **Britemark**

TOWN OF ADDISON, TEXAS
CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

REQUIREMENTS

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. TOWN OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. Workers' Compensation Employers' Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	TOWN OF ADDISON to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-VII rated or above.
2. Commercial General (Public) Liability to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, , Medical Expense 5,000	TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-VII rated or above.
3. Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-VII-rated or above.

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be **faxed** to the Purchasing Department: **972-450-7074** or **emailed to: purchasing@addisontx.gov**. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for TOWN OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to TOWN OF ADDISON within 10 working days.

A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.

AGREEMENT

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for TOWN OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Town accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid#

Company:

Printed Name:

Signature: Date:

Supplier: **Britemark**

QUALIFICATION AND REFERENCE STATEMENT

BIDDER:

COMPANY INFORMATION:

Number of years in business?

Number of years at current location?

Do you maintain a permanent commercial business office?

Have you or any present partners or officers failed to complete a contract: If yes, give name of owner and/or surety?

--

Can you be reached 24 hours a day (in an emergency)?

Pager# Cell Phone#

Answer Svc# Other#

CUSTOMER REFERENCES

Please provide 3 to 5 users you have provided with this product or service. Use comparable projects and government entities, if any;

Company Name	Contact Name	Phone	Email

Supplier: Britemark

TERMS AND CONDITIONS

The purchase shall be governed by the following terms and conditions:

1. Compliance With Law; Applicable Law. Seller shall fully and timely provide all goods described in this Purchase Order (contract) in strict accordance with and subject to the terms, covenants, and conditions hereof and all applicable Federal, State, and local laws, rules, and regulations, as amended from time to time. In the event of any action hereunder, venue for all causes of action shall be instituted and maintained in Dallas County, Texas, and the parties agree to submit to the exclusive personal jurisdiction of such courts. The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
2. Seller to Package Goods. Seller shall package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) consignee's name, address and purchase order or purchase change order number; (c) container number and total number of containers, e.g., "box 1 of 4 boxes"; and (d) number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. City's count or weight shall be final and conclusive on shipments not accompanied by packing list.
3. Shipment Under Reservation Prohibited. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
4. Title and Risk of Loss. Title and risk of loss of the goods will not pass to the City until the City actually receives, takes possession of, and inspects and accepts the goods at the point or points of delivery.
5. Delivery Terms and Transportation Charges. Goods shall be shipped F.O.B. point of delivery; prices bid and quoted shall be F.O.B. point of delivery, and shall include all freight, delivery and packaging costs. City shall have the right to designate what method of transportation shall be used to ship the goods. City assumes no liability for goods damaged while in transit and or delivered in a damaged condition. Seller shall be responsible for and handle all claims with carriers, and in case of damaged or non-conforming goods shall ship replacement goods immediately upon notification by the City of the same.
6. Right of Inspection and Rejection; Backorders. The City shall have the right, and expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the goods at delivery before accepting them, and to reject defective or non-conforming goods. Backorders delayed beyond a reasonable period of time, as determined by the City Purchasing Manager, may be cancelled by the City without liability of any kind whatsoever, and payment will not be made for such cancellations.
7. No Replacement of Defective Tender. Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and Seller shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, Seller may notify City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
8. Acceptance of Incomplete or Non-Conforming Goods. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming goods, City prefers to accept such goods, City may do so. Seller shall pay all claims, costs, losses and damages attributable to City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, City may deduct such amounts as are necessary to compensate City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to City by Seller.
9. Invoices; Price Not Result of Competitive Bid.
 - (a) Seller shall submit separate invoices in duplicate on each purchase order after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
 - (b) Invoices shall indicate the purchase order number and contract number, if applicable. Failure to put purchase order number on the delivery ticket and invoice may result in a delay in payment of invoices. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. Invoices shall be mailed to Accounts Payable, Town of Addison, Texas, at P.O. Box 9010, Addison, Texas 75001-9010. Unless otherwise instructed in writing, the City may rely on the remittance address specified on Seller's invoice.
 - (c) Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

- (d) Payment will not be due until the above instruments are submitted after delivery and acceptance.
- (e) If the price(s) for the order under this contract was not the result of a competitive bid, Seller affirms that the price(s) charged City are equal to or lower than the lowest price charged to other customers of Seller for the same or similar products and/or services, in similar or like quantities, in the Dallas/Fort Worth metroplex.

10. Payment.

(a) All proper invoices received by the City will be paid within thirty (30) days of the City's receipt and acceptance of the goods or of the invoice, whichever is later, unless other terms are specified on the face of the purchase order in the original printing. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of one percent per month or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) days after the grounds for withholding payment have been resolved.

(b) If partial shipments or deliveries are authorized by the City, Seller will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

(c) The City may withhold or set off the entire payment or part of any payment otherwise due Seller to such extent as may be necessary on account of: (i) delivery of defective or non-conforming goods by Seller, or (ii) failure of the Seller to submit proper invoices with all required attachments and supporting documentation, or (iii) failure of Seller to deliver quantity of goods ordered (payment will be made for actual quantities delivered).

(d) The City's payment obligations are payable only and solely from funds appropriated, budgeted, and available for the purpose of this purchase. The absence of appropriated and budgeted or other lawfully available funds shall render the contract null and void to the extent funds are not appropriated and budgeted or available and any goods delivered but unpaid shall be returned to Seller. The City shall provide the Seller written notice of the failure of the City to make an adequate appropriation and budget for any fiscal year to pay the amounts due under the contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract.

11. Warranty – Price.

(a) Seller warrants the prices quoted in its bid are no higher than Seller's current prices on orders by others for like goods under similar terms of purchase.

(b) Seller certifies that the prices in Seller's bid have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

(c) In the event of any breach of this warranty, the prices of the items will be reduced to Seller's current prices on orders by others, or in the alternative, the City may cancel this contract without liability to Seller of any kind whatsoever. In addition to any other remedy available, the City may deduct from any amounts owed to Seller, or otherwise recover, any amounts paid for items in excess of Seller's current prices on orders by others for like goods under similar terms of purchase.

12. Warranty – Title. Without limiting any provision of law, Seller warrants that it has good and indefeasible title to all goods furnished hereunder, and that the goods are free and clear of all liens, claims, security interests and encumbrances. Seller shall indemnify and hold the City harmless from and against all adverse title claims to the goods.

13. Warranty - Goods. Seller will not limit or exclude any implied warranties and any attempt to do so will render this contract voidable at the option of City. Seller warrants and represents that all goods sold the City shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the City's solicitation, to any samples furnished by Seller, to the terms, covenants and conditions of any contract in connection herewith, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the City's solicitation, the goods shall be new, and not recycled, used or reconditioned (and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended.

(a) Seller may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

(b) Unless otherwise specified in a contract and approved by the City in writing, the warranty period shall be at least one year from the date of acceptance of the goods or from the date of acceptance of any replacement goods. If during the warranty period, one or more of the above warranties are breached, Seller shall promptly upon receipt of demand either repair the defective or non-conforming goods, or replace the non-conforming or defective goods with fully conforming and non-defective goods, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by Seller. The City shall endeavor to give Seller written notice of the breach of warranty within thirty (30) days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights hereunder.

(c) If Seller is unable or unwilling to repair or replace defective or non-conforming goods as required by City, then in addition to any other available remedy, City may reduce the quantity of goods it may be required to purchase under the contract from Seller, and purchase conforming goods from other sources. In such event, Seller shall pay to City upon demand the increased cost, if any, incurred by the City to procure such goods from another source.

(d) If Seller is not the manufacturer, and the goods are covered by a separate manufacturer's warranty, Seller shall transfer and assign such manufacturer's warranty to City. If for any reason the manufacturer's warranty cannot be fully transferred to City, Seller shall assist and cooperate with City to the fullest extent to enforce such manufacturer's warranty for the benefit of City.

14. Right to Assurance. Whenever one party to the contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of this contract.

15. Default. Seller shall be in default under this contract if Seller (a) fails to fully, timely and faithfully perform any of its material obligations under this contract, (b) fails to provide adequate assurance of performance as provided for herein, or (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States.

16. Termination For Cause. In the event of a default by Seller, the City shall have the right to terminate this contract for cause, by written notice effective ten (10) days, unless otherwise specified, after the date of such notice, unless Seller, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of Seller's default, including, without limitation, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by Seller, the City may remove Seller from the City's vendor list for a reasonable period of time as determined by the City (but not to exceed two (2) years) and any offer submitted by Seller may be disqualified for such reasonable period of time. All rights and remedies under the contract are cumulative and are not exclusive of any other right or remedy provided by law.

17. Termination Without Cause. City shall have the right to terminate this contract, in whole or in part, without cause any time upon thirty (30) days prior written notice to Seller. Upon receipt of a notice of termination, Seller shall promptly cease all further work pursuant to this contract, with such exceptions, if any, specified in the notice of termination. City shall pay Seller, to the extent of funds appropriated and budgeted or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

18. Delay. City may delay scheduled delivery or other due dates by written notice to Seller if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Seller shall negotiate an equitable adjustment for costs incurred by Seller in the contract price and execute an amendment to the contract. Seller must assert its right to an adjustment within thirty (30) days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse Seller from delaying the delivery as notified.

19. Indemnity.

(a) For purposes hereof: (i) "Claims" shall mean and include any and all claims, demands, suits, causes of action, judgments, penalties, fines, and liability of every character, type or description whatsoever, including all costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, and including attorney and other professional fees, for: (1) damage to or loss of the property of any person (including, but not limited to the City, Seller, their respective agents, officers, employees and subcontractors, and third parties), (2) death, bodily injury, illness, disease, worker's

compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of City, Seller, and third parties), (3) breach of contract, and (4) any other harm for which recovery of damages or any other remedy is sought; (ii) "Indemnified Persons" shall mean and include the City, and the City's officials, officers, employees, and agents; and (iii) "Fault" shall mean and include the sale or delivery of defective or non-conforming goods, any act or omission of negligence, any act or omission of gross negligence, any act or omission involving willful misconduct, or a breach of any legally imposed strict liability standard.

(b) Contractor shall defend (such defense being at the City's option), indemnify the Indemnified Persons against and hold the Indemnified Persons harmless from any and all Claims arising out of, incident to, concerning, or resulting from the Fault of Seller, its officers, employees, subcontractors, agents, and any person for whom Contractor is legally liable (together, "Seller Parties") hereunder, regardless of whether or not any Claims is caused in part by any of the Indemnified Persons. This obligation shall survive the termination of this contract.

20. Gratuity. City may, by written notice to Seller, cancel this contract without liability to Seller if it is determined by City that any gratuity, in the form of entertainment, gifts, or otherwise, was offered or given by Seller, or any officer, employee, agent or representative of Seller, to any officer, employee, or representative of City with a view toward securing a contract or securing favorable treatment with regard to the awarding or amending, or the making or any determinations with respect to the performance of, a contract.

21. Notices. Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under this contract shall be in writing and shall be deemed delivered upon being hand-delivered or upon three (3) business days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices to Seller shall be sent to the address as specified by Seller. Notices to the City shall be addressed to City at 5300 Belt Line Road, Addison, Texas _____ and marked to the attention of the City Finance Director.

22. No Warranty By City Against Infringement. As part of this contract, Seller agrees to ascertain whether goods manufactured according to the specifications for the goods will cause the rightful claim of any third person by way of infringement or the like. City makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event will City be liable to Seller, its officers, employees, or agents (together, "Seller Parties") for indemnification or otherwise if Seller Parties or any of them is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will or may result, Seller shall promptly notify City of that opinion. If City does not receive such notice and is subsequently held liable for infringement or the like, Seller shall defend, indemnify, and save City, its officials, officers, and employees harmless from and against any and all damages, liability, claims, expenses and costs in connection therewith; if Seller in good faith ascertains that production of goods according to the specifications will result in infringement or the like, this contract will be null and void, and neither City nor Seller shall have any liability one to the other.

23. Assignment. Seller shall not sell, assign, transfer or otherwise convey any interest, right, duty, or obligation in or under this contract in whole or in part without the prior written consent of the City. No assignment, transfer or other conveyance under this contract will be effective without the prior written consent of the City.

24. No Third-Party Beneficiary. For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with City or Seller, or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Contractor.

25. Waiver. The failure by either party to exercise any right, power, or option given to it by this contract, or to insist upon strict compliance with the terms of this contract, shall not constitute a waiver of the terms and conditions of this contract with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

25. Modifications. This contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any Seller invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of this contract.

26. Independent contractor. Seller shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the City. Seller shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants.

27. Interpretation. This contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in this contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in this contract, the UCC definition shall control, unless otherwise defined in this contract.

28. Severability. The invalidity, illegality, or unenforceability of any provision of this contract shall in no way affect the validity or enforceability of any other portion or provision of this contract. Any void or invalid provision shall be deemed severed from this contract and the balance of the contract shall be construed and enforced as if the contract did not contain the particular portion or provision held to be void. The parties further agree to reform the contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of

this section shall not prevent this entire contract from being void should a provision which is the essence of the contract be determined to be void.

29. Headings. The headings of this contract are for convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

30. Conflict. When there is a conflict between the this purchase order (including, without limitation, these Terms and Conditions) and the Seller's invoice, this purchase order shall prevail.

B2B Enterprises Inc. dba Prism Sign Group

Bid Contact **Bill Brooks**
info@prismsigngroup.com
 Ph 972-403-7770

Address **3645 Dallas Parkway Suite 535**
Plano, TX 75093

Qualifications **HUB MBE NCTRCA SB TX**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
13-26--01-01	Design Work	Supplier Product Code:	First Offer - \$65.00	1 / hour	\$65.00	Y
13-26--01-02	Reflective Material	Supplier Product Code:	First Offer - \$0.45	1 / square inch	\$0.45	Y
13-26--01-03	Laminate	Supplier Product Code:	First Offer - \$0.10	1 / square inch	\$0.10	Y
13-26--01-04	Color-Black	Supplier Product Code:	First Offer - \$0.38	1 / square inch	\$0.38	Y
13-26--01-05	Color-Copper	Supplier Product Code:	First Offer - \$0.08	1 / square inch	\$0.08	Y
13-26--01-06	Remove/Install Existing Graphics	Supplier Product Code:	First Offer - \$85.00	1 / hour	\$85.00	Y
13-26--01-07	Install Graphics	Supplier Product Code:	First Offer - \$85.00	1 / hour	\$85.00	Y
					Supplier Total	\$236.01

Supplier: **B2B Enterprises Inc. dba Prism Sign Group**

Information and Instruction Form

RESPONSES THAT DO NOT CONTAIN THIS COMPLETED FORM WILL NOT BE COMPLIANT

Section I Company Profile

Name of Business: **Prism Sign Group**

Business Address:

**3645 Dallas Parkway Suite 535
Plano, TX 75093**

Contact Name: **Bill Brooks**

Phone#: **972-403-7770**

Fax#: **972-403-7010**

Email: **bbrooks@prismsigngroup.com**

Name(s) Title of Authorized Company Officers:

Bill Brooks- President and CEO

Federal ID #: **261545415** W-9 Form: A W-9 form will be required from the successful bidder.

DUN #: **020456345**

Remit Address: If different than your physical address:

Section II Instructions to Bidders

Electronic Bids: The Town of Addison uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for Standard bids or proposals. For **Cooperative Bids and Reverse Auctions ONLY**, the successful contractor/supplier agrees to pay BidSync a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. **Cooperative Bids and Reverse Auctions** will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to www.bidsync.com for further information.

Contractor/Supplier Responsibility: It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractors/Suppliers will be notified of any addenda and Q&A if they are on the invited list, they view the bid, or add themselves to the watch list.

Acknowledgement of Addenda: #1 #2 #3 #4 #5

Delivery of Bids: For delivery of paper bids our physical address is:

Town of Addison

5350 Beltline Road

Addison, TX 75001

Attn: Purchasing Department

Contractor/Supplier Employees: No Contractor/Supplier employee shall have a direct or indirect financial interest in any contract with the town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the town.

Deliveries: All deliveries will be F.O.B. Town of Addison. All Transportation Charges paid by the contractor/supplier to Destination.

Payment Terms: A Prompt Payment Discount of 5% is offered for Payment Made Within 15 Days of Acceptance of Goods or Services. If Prompt Payments are not offered or accepted, payments shall be made 30 days after receipt and acceptance of goods or services or after the date of receipt of the invoice whichever is later.

Delivery Dates: Delivery Dates are to be specified in Calendar Days from the Date of Order. **30**

Bid Prices: Pre-Award bid prices shall remain Firm and Irrevocable for a Period of **180** Days.

Exceptions: Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation.

Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail).

Historically Underutilized Business (HUB): It is the policy of the Town of Addison to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers are encouraged to provide HUBs the opportunity to compete for sub-contracting and other procurement opportunities. A listing of HUBs in this area may be accessed at the following State of Texas Website. <http://www.window.state.tx.us/procurement/cmb1/cmb1hub.html>.

HUB Owned Business Yes No Include a current copy of your HUB certification with your response or insert Certification number and expire date

Other Government Entities: Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded under the same Terms and Conditions? Yes No

Bid Bond: Is Bid Bond attached if applicable? Yes No

Termination: The town at any time after issuance of this agreement, by 30 days written notice, has the absolute right to

terminate this agreement for cause or convenience. Cause shall be the contractor/supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the contract/purchase order. In such case the supplier shall be liable for any damages suffered by the town. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the town as of the effective date of the termination.

Bidder Compliance: Bidder agrees to comply with all conditions contained in this Information and Instruction Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees to furnish and deliver the articles or services as specified at the prices and terms herein stated and in strict accordance with the specifications and conditions, all of which are made a part of your offer. Your offer is not subject to withdrawal after the award is made.

The Town of Addison reserves the right to reject all or part of the offer and to accept the offer considered most advantageous to the town by item or total bid.

The Town of Addison will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the Town.

I hereby certify that all of the information provided in sections I and II are true and accurate to the best of my knowledge.

Signature: **Bill Brooks** Date: **06-06-2013**

Title: **President and CEO**

Signature certifies no changes have been made to the content of this solicitation as provided by the Town of Addison.

1/29/13

Supplier: **B2B Enterprises Inc. dba Prism Sign Group**

**Town of Addison
Indemnification Agreement**

Contractor's Indemnity Obligation. Contractor covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Owner), INDEMNIFY, AND HOLD HARMLESS Owner, its past, present and future elected and appointed officials, and its past, present and future officers, employees, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, the "**Owner Persons**" and each being an "**Owner Person**"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees (including attorney's fees), fines, penalties, expenses, or costs, of any kind and nature whatsoever, made upon or incurred by Owner and/or Owner Person, whether directly or indirectly, (the "**Claims**"), that arise out of, result from, or relate to: (i) the services to be provided by Contractor pursuant to this Agreement, (ii) any representations and/or warranties by Contractor under this Agreement, (iii) any personal injuries (including but not limited to death) to any Contractor Persons (as hereinafter defined) and any third persons or parties, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Contractor 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 Contractor is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "**Contractor Persons**"). **SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

Contractor shall promptly advise Owner in writing of any claim or demand against any Owner Person related to or arising out of Contractor's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Contractor's sole cost and expense. The Owner Persons shall have the right, at the Owner Persons' option and own expense, to participate in such defense without relieving Contractor of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement.

The provisions in the foregoing defense, indemnity and hold harmless are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect, such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and this defense, indemnity and hold harmless provision shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement. **In that regard, if the capitalized language included in the foregoing indemnity is so determined to be void or unenforceable, the parties agree that:**

- (i) the foregoing defense, indemnity, and hold harmless obligation of Contractor shall be to the extent Claims are caused by, arise out of, or result from, in whole or in part, any act or omission of Contractor or any Contractor Persons; and**

(ii) notwithstanding the provisions of the foregoing subparagraph (i), to the fullest extent permitted by law, Contractor shall INDEMNIFY, HOLD HARMLESS, and DEFEND Owner and Owner Persons from and against all Claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Contractor or any of its subcontractors, regardless of whether such Claims are caused, or are alleged to be caused, in whole or in part, by the negligence, or any act or omission, of Owner or any Owner Persons, it being the expressed intent of Owner and Contractor that IN SUCH EVENT THE CONTRACTOR'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. The indemnity obligation under this subparagraph (ii) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under workers compensation acts, disability benefit acts, or other employee benefit acts.

I understand that the indemnification provisions are required of all Town of Addison Contracts. I have read the provisions and agree to the terms of these provisions.

Project/Bid#: **Bid 13-26 Police Vehicle Decals**

Company Name: **Prism Sign Group**

Signature: **Bill Brooks** Date: **05-06-2013**

Supplier: **B2B Enterprises Inc. dba Prism Sign Group**

TOWN OF ADDISON, TEXAS CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

REQUIREMENTS

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. TOWN OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. Workers' Compensation Employers' Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	TOWN OF ADDISON to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-VII rated or above.
2. Commercial General (Public) Liability to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, , Medical Expense 5,000	TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED</u> and provided <u>30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-VII rated or above.
3. Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED</u> and provided <u>30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-VII-rated or above.

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be **faxed** to the Purchasing Department: **972-450-7074** or **emailed to: purchasing@addisontx.gov**. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for TOWN OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to TOWN OF ADDISON within 10 working days.

A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.

AGREEMENT

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for TOWN OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Town accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid# Bid 13-26 Police Vehicle Decals

Company: Prism Sign Group

Printed Name: Bill Brooks

Signature: Bill Brooks Date: 05-06-2013

Supplier: **B2B Enterprises Inc. dba Prism Sign Group**

QUALIFICATION AND REFERENCE STATEMENT

BIDDER: Prism Sign Group

COMPANY INFORMATION:

Number of years in business? **5**

Number of years at current location? **5**

Do you maintain a permanent commercial business office? **YES**

Have you or any present partners or officers failed to complete a contract: **NO** If yes, give name of owner and/or surety?

--

Can you be reached 24 hours a day (in an emergency)? **YES**

Pager# Cell Phone# **214-636-9384**

Answer Svc# Other#

CUSTOMER REFERENCES

Please provide 3 to 5 users you have provided with this product or service. Use comparable projects and government entities, if any;

Company Name	Contact Name	Phone	Email
City of Carrollton	Ebonie Williams	972-466-3105	ebonie.williams@cityofcarrollton.com
City of Dallas	Richard Fields	214-243-2129	richard.fields@dallascityhall.com
City of Fort Worth-Water Division	Jeremy Pressley	817-392-8273	jeremy.pressley@fortworthgov.org

Supplier: B2B Enterprises Inc. dba Prism Sign Group

TERMS AND CONDITIONS

The purchase shall be governed by the following terms and conditions:

1. **Compliance With Law; Applicable Law.** Seller shall fully and timely provide all goods described in this Purchase Order (contract) in strict accordance with and subject to the terms, covenants, and conditions hereof and all applicable Federal, State, and local laws, rules, and regulations, as amended from time to time. In the event of any action hereunder, venue for all causes of action shall be instituted and maintained in Dallas County, Texas, and the parties agree to submit to the exclusive personal jurisdiction of such courts. The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
2. **Seller to Package Goods.** Seller shall package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) consignee's name, address and purchase order or purchase change order number; (c) container number and total number of containers, e.g., "box 1 of 4 boxes"; and (d) number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. City's count or weight shall be final and conclusive on shipments not accompanied by packing list.
3. **Shipment Under Reservation Prohibited.** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
4. **Title and Risk of Loss.** Title and risk of loss of the goods will not pass to the City until the City actually receives, takes possession of, and inspects and accepts the goods at the point or points of delivery.
5. **Delivery Terms and Transportation Charges.** Goods shall be shipped F.O.B. point of delivery; prices bid and quoted shall be F.O.B. point of delivery, and shall include all freight, delivery and packaging costs. City shall have the right to designate what method of transportation shall be used to ship the goods. City assumes no liability for goods damaged while in transit and or delivered in a damaged condition. Seller shall be responsible for and handle all claims with carriers, and in case of damaged or non-conforming goods shall ship replacement goods immediately upon notification by the City of the same.
6. **Right of Inspection and Rejection; Backorders.** The City shall have the right, and expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the goods at delivery before accepting them, and to reject defective or non-conforming goods. Backorders delayed beyond a reasonable period of time, as determined by the City Purchasing Manager, may be cancelled by the City without liability of any kind whatsoever, and payment will not be made for such cancellations.
7. **No Replacement of Defective Tender.** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and Seller shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, Seller may notify City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
8. **Acceptance of Incomplete or Non-Conforming Goods.** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming goods, City prefers to accept such goods, City may do so. Seller shall pay all claims, costs, losses and damages attributable to City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, City may deduct such amounts as are necessary to compensate City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to City by Seller.
9. **Invoices; Price Not Result of Competitive Bid.**
 - (a) Seller shall submit separate invoices in duplicate on each purchase order after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
 - (b) Invoices shall indicate the purchase order number and contract number, if applicable. Failure to put purchase order number on the delivery ticket and invoice may result in a delay in payment of invoices. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. Invoices shall be mailed to Accounts Payable, Town of Addison, Texas, at P.O. Box 9010, Addison, Texas 75001-9010. Unless otherwise instructed in writing, the City may rely on the remittance address specified on Seller's invoice.
 - (c) Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

- (d) Payment will not be due until the above instruments are submitted after delivery and acceptance.
- (e) If the price(s) for the order under this contract was not the result of a competitive bid, Seller affirms that the price(s) charged City are equal to or lower than the lowest price charged to other customers of Seller for the same or similar products and/or services, in similar or like quantities, in the Dallas/Fort Worth metroplex.

10. Payment.

(a) All proper invoices received by the City will be paid within thirty (30) days of the City's receipt and acceptance of the goods or of the invoice, whichever is later, unless other terms are specified on the face of the purchase order in the original printing. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of one percent per month or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) days after the grounds for withholding payment have been resolved.

(b) If partial shipments or deliveries are authorized by the City, Seller will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

(c) The City may withhold or set off the entire payment or part of any payment otherwise due Seller to such extent as may be necessary on account of: (i) delivery of defective or non-conforming goods by Seller, or (ii) failure of the Seller to submit proper invoices with all required attachments and supporting documentation, or (iii) failure of Seller to deliver quantity of goods ordered (payment will be made for actual quantities delivered).

(d) The City's payment obligations are payable only and solely from funds appropriated, budgeted, and available for the purpose of this purchase. The absence of appropriated and budgeted or other lawfully available funds shall render the contract null and void to the extent funds are not appropriated and budgeted or available and any goods delivered but unpaid shall be returned to Seller. The City shall provide the Seller written notice of the failure of the City to make an adequate appropriation and budget for any fiscal year to pay the amounts due under the contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract.

11. Warranty – Price.

(a) Seller warrants the prices quoted in its bid are no higher than Seller's current prices on orders by others for like goods under similar terms of purchase.

(b) Seller certifies that the prices in Seller's bid have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

(c) In the event of any breach of this warranty, the prices of the items will be reduced to Seller's current prices on orders by others, or in the alternative, the City may cancel this contract without liability to Seller of any kind whatsoever. In addition to any other remedy available, the City may deduct from any amounts owed to Seller, or otherwise recover, any amounts paid for items in excess of Seller's current prices on orders by others for like goods under similar terms of purchase.

12. Warranty – Title. Without limiting any provision of law, Seller warrants that it has good and indefeasible title to all goods furnished hereunder, and that the goods are free and clear of all liens, claims, security interests and encumbrances. Seller shall indemnify and hold the City harmless from and against all adverse title claims to the goods.

13. Warranty - Goods. Seller will not limit or exclude any implied warranties and any attempt to do so will render this contract voidable at the option of City. Seller warrants and represents that all goods sold the City shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the City's solicitation, to any samples furnished by Seller, to the terms, covenants and conditions of any contract in connection herewith, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the City's solicitation, the goods shall be new, and not recycled, used or reconditioned (and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended.

(a) Seller may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

(b) Unless otherwise specified in a contract and approved by the City in writing, the warranty period shall be at least one year from the date of acceptance of the goods or from the date of acceptance of any replacement goods. If during the warranty period, one or more of the above warranties are breached, Seller shall promptly upon receipt of demand either repair the defective or non-conforming goods, or replace the non-conforming or defective goods with fully conforming and non-defective goods, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by Seller. The City shall endeavor to give Seller written notice of the breach of warranty within thirty (30) days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights hereunder.

(c) If Seller is unable or unwilling to repair or replace defective or non-conforming goods as required by City, then in addition to any other available remedy, City may reduce the quantity of goods it may be required to purchase under the contract from Seller, and purchase conforming goods from other sources. In such event, Seller shall pay to City upon demand the increased cost, if any, incurred by the City to procure such goods from another source.

(d) If Seller is not the manufacturer, and the goods are covered by a separate manufacturer's warranty, Seller shall transfer and assign such manufacturer's warranty to City. If for any reason the manufacturer's warranty cannot be fully transferred to City, Seller shall assist and cooperate with City to the fullest extent to enforce such manufacturer's warranty for the benefit of City.

14. Right to Assurance. Whenever one party to the contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of this contract.

15. Default. Seller shall be in default under this contract if Seller (a) fails to fully, timely and faithfully perform any of its material obligations under this contract, (b) fails to provide adequate assurance of performance as provided for herein, or (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States.

16. Termination For Cause. In the event of a default by Seller, the City shall have the right to terminate this contract for cause, by written notice effective ten (10) days, unless otherwise specified, after the date of such notice, unless Seller, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of Seller's default, including, without limitation, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by Seller, the City may remove Seller from the City's vendor list for a reasonable period of time as determined by the City (but not to exceed two (2) years) and any offer submitted by Seller may be disqualified for such reasonable period of time. All rights and remedies under the contract are cumulative and are not exclusive of any other right or remedy provided by law.

17. Termination Without Cause. City shall have the right to terminate this contract, in whole or in part, without cause any time upon thirty (30) days prior written notice to Seller. Upon receipt of a notice of termination, Seller shall promptly cease all further work pursuant to this contract, with such exceptions, if any, specified in the notice of termination. City shall pay Seller, to the extent of funds appropriated and budgeted or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

18. Delay. City may delay scheduled delivery or other due dates by written notice to Seller if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Seller shall negotiate an equitable adjustment for costs incurred by Seller in the contract price and execute an amendment to the contract. Seller must assert its right to an adjustment within thirty (30) days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse Seller from delaying the delivery as notified.

19. Indemnity.

(a) For purposes hereof: (i) "Claims" shall mean and include any and all claims, demands, suits, causes of action, judgments, penalties, fines, and liability of every character, type or description whatsoever, including all costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, and including attorney and other professional fees, for: (1) damage to or loss of the property of any person (including, but not limited to the City, Seller, their respective agents, officers, employees and subcontractors, and third parties), (2) death, bodily injury, illness, disease, worker's

compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of City, Seller, and third parties), (3) breach of contract, and (4) any other harm for which recovery of damages or any other remedy is sought; (ii) "Indemnified Persons" shall mean and include the City, and the City's officials, officers, employees, and agents; and (iii) "Fault" shall mean and include the sale or delivery of defective or non-conforming goods, any act or omission of negligence, any act or omission of gross negligence, any act or omission involving willful misconduct, or a breach of any legally imposed strict liability standard.

(b) Contractor shall defend (such defense being at the City's option), indemnify the Indemnified Persons against and hold the Indemnified Persons harmless from any and all Claims arising out of, incident to, concerning, or resulting from the Fault of Seller, its officers, employees, subcontractors, agents, and any person for whom Contractor is legally liable (together, "Seller Parties") hereunder, regardless of whether or not any Claims is caused in part by any of the Indemnified Persons. This obligation shall survive the termination of this contract.

20. Gratuity. City may, by written notice to Seller, cancel this contract without liability to Seller if it is determined by City that any gratuity, in the form of entertainment, gifts, or otherwise, was offered or given by Seller, or any officer, employee, agent or representative of Seller, to any officer, employee, or representative of City with a view toward securing a contract or securing favorable treatment with regard to the awarding or amending, or the making or any determinations with respect to the performance of, a contract.

21. Notices. Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under this contract shall be in writing and shall be deemed delivered upon being hand-delivered or upon three (3) business days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices to Seller shall be sent to the address as specified by Seller. Notices to the City shall be addressed to City at 5300 Belt Line Road, Addison, Texas _____ and marked to the attention of the City Finance Director.

22. No Warranty By City Against Infringement. As part of this contract, Seller agrees to ascertain whether goods manufactured according to the specifications for the goods will cause the rightful claim of any third person by way of infringement or the like. City makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event will City be liable to Seller, its officers, employees, or agents (together, "Seller Parties") for indemnification or otherwise if Seller Parties or any of them is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will or may result, Seller shall promptly notify City of that opinion. If City does not receive such notice and is subsequently held liable for infringement or the like, Seller shall defend, indemnify, and save City, its officials, officers, and employees harmless from and against any and all damages, liability, claims, expenses and costs in connection therewith; if Seller in good faith ascertains that production of goods according to the specifications will result in infringement or the like, this contract will be null and void, and neither City nor Seller shall have any liability one to the other.

23. Assignment. Seller shall not sell, assign, transfer or otherwise convey any interest, right, duty, or obligation in or under this contract in whole or in part without the prior written consent of the City. No assignment, transfer or other conveyance under this contract will be effective without the prior written consent of the City.

24. No Third-Party Beneficiary. For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with City or Seller, or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Contractor.

25. Waiver. The failure by either party to exercise any right, power, or option given to it by this contract, or to insist upon strict compliance with the terms of this contract, shall not constitute a waiver of the terms and conditions of this contract with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

25. Modifications. This contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any Seller invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of this contract.

26. Independent contractor. Seller shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the City. Seller shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants.

27. Interpretation. This contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in this contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in this contract, the UCC definition shall control, unless otherwise defined in this contract.

28. Severability. The invalidity, illegality, or unenforceability of any provision of this contract shall in no way affect the validity or enforceability of any other portion or provision of this contract. Any void or invalid provision shall be deemed severed from this contract and the balance of the contract shall be construed and enforced as if the contract did not contain the particular portion or provision held to be void. The parties further agree to reform the contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of

this section shall not prevent this entire contract from being void should a provision which is the essence of the contract be determined to be void.

29. Headings. The headings of this contract are for convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

30. Conflict. When there is a conflict between the this purchase order (including, without limitation, these Terms and Conditions) and the Seller's invoice, this purchase order shall prevail.

KMP Graphics Inc.

Bid Contact **Keith Kelly**
Keith@KMPGraphics.com
 Ph 817-295-5565
 Fax 817-295-5883

Address 105 Blackjack Lane
 Burleson, TX 76028

Bid Notes We will provide the City of Addison a 15% discount on graphics and installation for vehicles that are delivered to our shop in Burleson TX. Typical graphics turnaround for new installations is 3 days. Removal of old graphics is dependent on age of the graphics and quality of graphics that were applied. We will use reasonable care and professional techniques to remove old graphics but will not be responsible for damage to the paint including scuffing or paint lifting due to the removal process. We also include our officer safety package with all vehicles which includes reflective inside the edges of all doors and rear hatches/trunks in order to enhance visibility and officer safety.

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
13-26--01-01	Design Work	Supplier Product Code:	First Offer - \$70.00	1 / hour	\$70.00		Y
13-26--01-02	Reflective Material	Supplier Product Code: Supplier Notes: Note - This price includes the 3M 8520 Laminate	First Offer - \$0.1658	1 / square inch	\$0.1658		Y
13-26--01-03	Laminate	Supplier Product Code: Supplier Notes: Note - Laminate is included in the price of 13-26-01-02.	First Offer - \$0.00	1 / square inch	\$0.00		Y
13-26--01-04	Color-Black	Supplier Product Code: Supplier Notes: Note - Laminate is included in the price of 13-26-01-02.	First Offer - \$0.1658	1 / square inch	\$0.1658		Y
13-26--01-05	Color-Copper	Supplier Product Code: Supplier Notes: Note - This color as specified will be printed on IJ680CR Reflective so that the copper is reflective as well.	First Offer - \$0.1658	1 / square inch	\$0.1658		Y
13-26--01-06	Remove/Install Existing Graphics	Supplier Product Code: Supplier Notes: Note - we are bidding installation/removal per unit so there is no worry of how much time it will take. The bid spec looks like this is supposed to be an	First Offer - \$375.00	1 / hour	\$375.00		Y

hourly rate.
 Removal of old graphics is dependent on age of the graphics and quality of graphics that were applied. We will use reasonable care and professional techniques to remove old graphics but will not be responsible for damage to the paint including scuffing or paint lifting due to the removal process.

13-26--01-07	Install Graphics	Supplier Product Code: Supplier Notes: Note - we are bidding installation per unit so there is no worry of how much time it will take. The bid spec looks like this is supposed to be an hourly rate.	First Offer - \$125.00	1 / hour	\$125.00	Y
Supplier Total					\$570.4974	

Supplier: KMP Graphics Inc.

Information and Instruction Form

RESPONSES THAT DO NOT CONTAIN THIS COMPLETED FORM WILL NOT BE COMPLIANT

Section I Company Profile

Name of Business: **KMP Graphics Inc.**

Business Address:

**105 Blackjack Lane
Burlleson, Texas 76028**

Contact Name: **Keith Kelly**

Phone#: **817-295-5565 Ext 300**

Fax#: **817-295-5883**

Email: **Keith.Kelly@KMPGroup.com**

Name(s) Title of Authorized Company Officers:

Keith W. Kelly President

Federal ID #: **33-1066022** W-9 Form: A W-9 form will be required from the successful bidder.

DUN #:

Remit Address: If different than your physical address:

Section II Instructions to Bidders

Electronic Bids: The Town of Addison uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for Standard bids or proposals. For **Cooperative Bids and Reverse Auctions ONLY**, the successful contractor/supplier agrees to pay BidSync a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. **Cooperative Bids and Reverse Auctions** will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to www.bidsync.com for further information.

Contractor/Supplier Responsibility: It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractors/Suppliers will be notified of any addenda and Q&A if they are on the invited list, they view the bid, or add themselves to the watch list.

Acknowledgement of Addenda: #1 € #2 € #3 € #4 € #5 €

Delivery of Bids: For delivery of paper bids our physical address is:

Town of Addison

5350 Beltline Road

Addison, TX 75001

Attn: Purchasing Department

Contractor/Supplier Employees: No Contractor/Supplier employee shall have a direct or indirect financial interest in any contract with the town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the town.

Deliveries: All deliveries will be F.O.B. Town of Addison. All Transportation Charges paid by the contractor/supplier to Destination.

Payment Terms: A Prompt Payment Discount of **0%** is offered for Payment Made Within **30** Days of Acceptance of Goods or Services. If Prompt Payments are not offered or accepted, payments shall be made 30 days after receipt and acceptance of goods or services or after the date of receipt of the invoice whichever is later.

Delivery Dates: Delivery Dates are to be specified in Calendar Days from the Date of Order. **7**

Bid Prices: Pre-Award bid prices shall remain Firm and Irrevocable for a Period of **90** Days.

Exceptions: Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation.

Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail).

We will provide the City of Addison a 15% discount on vehicle graphics and installation for vehicles that are delivered to our shop in Burleson TX for said work. If the City of Addison elects this option, graphics will be installed in 3 business days of vehicle delivery to our shop.

Historically Underutilized Business (HUB): It is the policy of the Town of Addison to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers are encouraged to provide HUBs the opportunity to compete for sub-contracting and other procurement opportunities. A listing of HUBs in this area may be accessed at the following State of Texas Website. <http://www.window.state.tx.us/procurement/cmb1/cmb1hub.html>.

HUB Owned Business Yes No Include a current copy of your HUB certification with your response or insert Certification number and expire date

Other Government Entities: Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded under the same Terms and Conditions? Yes No

Bid Bond: Is Bid Bond attached if applicable? Yes No

Termination: The town at any time after issuance of this agreement, by 30 days written notice, has the absolute right to terminate this agreement for cause or convenience. Cause shall be the contractor/supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the contract/purchase order. In such case the supplier shall be liable for any damages suffered by the town. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the town as of the effective date of the termination.

Bidder Compliance: Bidder agrees to comply with all conditions contained in this Information and Instruction Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees to furnish and deliver the articles or services as specified at the prices and terms herein stated and in strict accordance with the specifications and conditions, all of which are made a part of your offer. Your offer is not subject to withdrawal after the award is made.

The Town of Addison reserves the right to reject all or part of the offer and to accept the offer considered most advantageous to the town by item or total bid.

The Town of Addison will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the Town.

I hereby certify that all of the information provided in sections I and II are true and accurate to the best of my knowledge.

Signature: **Keith W. Kelly** Date: **5/2/2013**

Title: **President**

Signature certifies no changes have been made to the content of this solicitation as provided by the Town of Addison.

1/29/13

Supplier: **KMP Graphics Inc.**

Town of Addison Indemnification Agreement

Contractor's Indemnity Obligation. Contractor covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Owner), INDEMNIFY, AND HOLD HARMLESS Owner, its past, present and future elected and appointed officials, and its past, present and future officers, employees, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, the "**Owner Persons**" and each being an "**Owner Person**"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees (including attorney's fees), fines, penalties, expenses, or costs, of any kind and nature whatsoever, made upon or incurred by Owner and/or Owner Person, whether directly or indirectly, (the "**Claims**"), that arise out of, result from, or relate to: (i) the services to be provided by Contractor pursuant to this Agreement, (ii) any representations and/or warranties by Contractor under this Agreement, (iii) any personal injuries (including but not limited to death) to any Contractor Persons (as hereinafter defined) and any third persons or parties, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Contractor 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 Contractor is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "**Contractor Persons**"). **SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

Contractor shall promptly advise Owner in writing of any claim or demand against any Owner Person related to or arising out of Contractor's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Contractor's sole cost and expense. The Owner Persons shall have the right, at the Owner Persons' option and own expense, to participate in such defense without relieving Contractor of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement.

The provisions in the foregoing defense, indemnity and hold harmless are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect, such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and this defense, indemnity and hold harmless provision shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement. **In that regard, if the capitalized language included in the foregoing indemnity is so determined to be void or unenforceable, the parties agree that:**

- (i) the foregoing defense, indemnity, and hold harmless obligation of Contractor shall be to the extent Claims are caused by, arise out of, or result from, in whole or in part, any act or omission of Contractor or any Contractor Persons; and**

(ii) notwithstanding the provisions of the foregoing subparagraph (i), to the fullest extent permitted by law, Contractor shall INDEMNIFY, HOLD HARMLESS, and DEFEND Owner and Owner Persons from and against all Claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Contractor or any of its subcontractors, regardless of whether such Claims are caused, or are alleged to be caused, in whole or in part, by the negligence, or any act or omission, of Owner or any Owner Persons, it being the expressed intent of Owner and Contractor that IN SUCH EVENT THE CONTRACTOR'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. The indemnity obligation under this subparagraph (ii) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under workers compensation acts, disability benefit acts, or other employee benefit acts.

I understand that the indemnification provisions are required of all Town of Addison Contracts. I have read the provisions and agree to the terms of these provisions.

Project/Bid#: **Bid# 13-26**

Company Name: **KMP Graphics Inc.**

Signature: **Keith W. Kelly President** Date: **5/2/2013**

Supplier: **KMP Graphics Inc.**

TOWN OF ADDISON, TEXAS
CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

REQUIREMENTS

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. TOWN OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. Workers' Compensation Employers' Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	TOWN OF ADDISON to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-VII rated or above.
2. Commercial General (Public) Liability to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, , Medical Expense 5,000	TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-VII rated or above.
3. Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-VII-rated or above.

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be **faxed** to the Purchasing Department: **972-450-7074** or **emailed to: purchasing@addisontx.gov**. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for TOWN OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to TOWN OF ADDISON within 10 working days.

A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.

AGREEMENT

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for TOWN OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Town accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid# Bid# 13-26

Company: KMP Graphics Inc.

Printed Name: Keith W. Kelly President

Signature: Keith W. Kelly Date: 5/2/2013

Supplier: **KMP Graphics Inc.**

QUALIFICATION AND REFERENCE STATEMENT

BIDDER: KMP Graphics Inc.

COMPANY INFORMATION:

Number of years in business? **10**

Number of years at current location? **10**

Do you maintain a permanent commercial business office? **Yes**

Have you or any present partners or officers failed to complete a contract: **No** If yes, give name of owner and/or surety?

--

Can you be reached 24 hours a day (in an emergency)? **Yes**

Pager# Cell Phone# **817-946-3652**

Answer Svc# Other# **817-295-9951**

CUSTOMER REFERENCES

Please provide 3 to 5 users you have provided with this product or service. Use comparable projects and government entities, if any;

Company Name	Contact Name	Phone	Email
Professional Ambulance Sales and Service	Jim McGregor	(817)783-5040	passjim@airmail.net
City of Burleson Police Department	Chris Havens	(817)946-8358	CHavens@burlesontx.com
Johnson County Sheriff's Department	Mike Gilbert	817-556-6058 Ext. 229	gilbert@johnsoncountytexas.org
City of Cleburne Police Department	Amy Knoll	(817)556-8828	amykn@cleburne.net
Medstar Ambulance Service	James Cogdill	817-800-9711	jcogdill@medstar911.org

Supplier: KMP Graphics Inc.

TERMS AND CONDITIONS

The purchase shall be governed by the following terms and conditions:

1. Compliance With Law; Applicable Law. Seller shall fully and timely provide all goods described in this Purchase Order (contract) in strict accordance with and subject to the terms, covenants, and conditions hereof and all applicable Federal, State, and local laws, rules, and regulations, as amended from time to time. In the event of any action hereunder, venue for all causes of action shall be instituted and maintained in Dallas County, Texas, and the parties agree to submit to the exclusive personal jurisdiction of such courts. The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
2. Seller to Package Goods. Seller shall package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) consignee's name, address and purchase order or purchase change order number; (c) container number and total number of containers, e.g., "box 1 of 4 boxes"; and (d) number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. City's count or weight shall be final and conclusive on shipments not accompanied by packing list.
3. Shipment Under Reservation Prohibited. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
4. Title and Risk of Loss. Title and risk of loss of the goods will not pass to the City until the City actually receives, takes possession of, and inspects and accepts the goods at the point or points of delivery.
5. Delivery Terms and Transportation Charges. Goods shall be shipped F.O.B. point of delivery; prices bid and quoted shall be F.O.B. point of delivery, and shall include all freight, delivery and packaging costs. City shall have the right to designate what method of transportation shall be used to ship the goods. City assumes no liability for goods damaged while in transit and or delivered in a damaged condition. Seller shall be responsible for and handle all claims with carriers, and in case of damaged or non-conforming goods shall ship replacement goods immediately upon notification by the City of the same.
6. Right of Inspection and Rejection; Backorders. The City shall have the right, and expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the goods at delivery before accepting them, and to reject defective or non-conforming goods. Backorders delayed beyond a reasonable period of time, as determined by the City Purchasing Manager, may be cancelled by the City without liability of any kind whatsoever, and payment will not be made for such cancellations.
7. No Replacement of Defective Tender. Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and Seller shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, Seller may notify City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
8. Acceptance of Incomplete or Non-Conforming Goods. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming goods, City prefers to accept such goods, City may do so. Seller shall pay all claims, costs, losses and damages attributable to City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, City may deduct such amounts as are necessary to compensate City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to City by Seller.
9. Invoices; Price Not Result of Competitive Bid.
 - (a) Seller shall submit separate invoices in duplicate on each purchase order after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
 - (b) Invoices shall indicate the purchase order number and contract number, if applicable. Failure to put purchase order number on the delivery ticket and invoice may result in a delay in payment of invoices. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. Invoices shall be mailed to Accounts Payable, Town of Addison, Texas, at P.O. Box 9010, Addison, Texas 75001-9010. Unless otherwise instructed in writing, the City may rely on the remittance address specified on Seller's invoice.
 - (c) Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

- (d) Payment will not be due until the above instruments are submitted after delivery and acceptance.
- (e) If the price(s) for the order under this contract was not the result of a competitive bid, Seller affirms that the price(s) charged City are equal to or lower than the lowest price charged to other customers of Seller for the same or similar products and/or services, in similar or like quantities, in the Dallas/Fort Worth metroplex.

10. Payment.

(a) All proper invoices received by the City will be paid within thirty (30) days of the City's receipt and acceptance of the goods or of the invoice, whichever is later, unless other terms are specified on the face of the purchase order in the original printing. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of one percent per month or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) days after the grounds for withholding payment have been resolved.

(b) If partial shipments or deliveries are authorized by the City, Seller will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

(c) The City may withhold or set off the entire payment or part of any payment otherwise due Seller to such extent as may be necessary on account of: (i) delivery of defective or non-conforming goods by Seller, or (ii) failure of the Seller to submit proper invoices with all required attachments and supporting documentation, or (iii) failure of Seller to deliver quantity of goods ordered (payment will be made for actual quantities delivered).

(d) The City's payment obligations are payable only and solely from funds appropriated, budgeted, and available for the purpose of this purchase. The absence of appropriated and budgeted or other lawfully available funds shall render the contract null and void to the extent funds are not appropriated and budgeted or available and any goods delivered but unpaid shall be returned to Seller. The City shall provide the Seller written notice of the failure of the City to make an adequate appropriation and budget for any fiscal year to pay the amounts due under the contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract.

11. Warranty – Price.

(a) Seller warrants the prices quoted in its bid are no higher than Seller's current prices on orders by others for like goods under similar terms of purchase.

(b) Seller certifies that the prices in Seller's bid have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

(c) In the event of any breach of this warranty, the prices of the items will be reduced to Seller's current prices on orders by others, or in the alternative, the City may cancel this contract without liability to Seller of any kind whatsoever. In addition to any other remedy available, the City may deduct from any amounts owed to Seller, or otherwise recover, any amounts paid for items in excess of Seller's current prices on orders by others for like goods under similar terms of purchase.

12. Warranty – Title. Without limiting any provision of law, Seller warrants that it has good and indefeasible title to all goods furnished hereunder, and that the goods are free and clear of all liens, claims, security interests and encumbrances. Seller shall indemnify and hold the City harmless from and against all adverse title claims to the goods.

13. Warranty - Goods. Seller will not limit or exclude any implied warranties and any attempt to do so will render this contract voidable at the option of City. Seller warrants and represents that all goods sold the City shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the City's solicitation, to any samples furnished by Seller, to the terms, covenants and conditions of any contract in connection herewith, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the City's solicitation, the goods shall be new, and not recycled, used or reconditioned (and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended.

(a) Seller may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

(b) Unless otherwise specified in a contract and approved by the City in writing, the warranty period shall be at least one year from the date of acceptance of the goods or from the date of acceptance of any replacement goods. If during the warranty period, one or more of the above warranties are breached, Seller shall promptly upon receipt of demand either repair the defective or non-conforming goods, or replace the non-conforming or defective goods with fully conforming and non-defective goods, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by Seller. The City shall endeavor to give Seller written notice of the breach of warranty within thirty (30) days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights hereunder.

(c) If Seller is unable or unwilling to repair or replace defective or non-conforming goods as required by City, then in addition to any other available remedy, City may reduce the quantity of goods it may be required to purchase under the contract from Seller, and purchase conforming goods from other sources. In such event, Seller shall pay to City upon demand the increased cost, if any, incurred by the City to procure such goods from another source.

(d) If Seller is not the manufacturer, and the goods are covered by a separate manufacturer's warranty, Seller shall transfer and assign such manufacturer's warranty to City. If for any reason the manufacturer's warranty cannot be fully transferred to City, Seller shall assist and cooperate with City to the fullest extent to enforce such manufacturer's warranty for the benefit of City.

14. Right to Assurance. Whenever one party to the contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of this contract.

15. Default. Seller shall be in default under this contract if Seller (a) fails to fully, timely and faithfully perform any of its material obligations under this contract, (b) fails to provide adequate assurance of performance as provided for herein, or (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States.

16. Termination For Cause. In the event of a default by Seller, the City shall have the right to terminate this contract for cause, by written notice effective ten (10) days, unless otherwise specified, after the date of such notice, unless Seller, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of Seller's default, including, without limitation, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by Seller, the City may remove Seller from the City's vendor list for a reasonable period of time as determined by the City (but not to exceed two (2) years) and any offer submitted by Seller may be disqualified for such reasonable period of time. All rights and remedies under the contract are cumulative and are not exclusive of any other right or remedy provided by law.

17. Termination Without Cause. City shall have the right to terminate this contract, in whole or in part, without cause any time upon thirty (30) days prior written notice to Seller. Upon receipt of a notice of termination, Seller shall promptly cease all further work pursuant to this contract, with such exceptions, if any, specified in the notice of termination. City shall pay Seller, to the extent of funds appropriated and budgeted or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

18. Delay. City may delay scheduled delivery or other due dates by written notice to Seller if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Seller shall negotiate an equitable adjustment for costs incurred by Seller in the contract price and execute an amendment to the contract. Seller must assert its right to an adjustment within thirty (30) days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse Seller from delaying the delivery as notified.

19. Indemnity.

(a) For purposes hereof: (i) "Claims" shall mean and include any and all claims, demands, suits, causes of action, judgments, penalties, fines, and liability of every character, type or description whatsoever, including all costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, and including attorney and other professional fees, for: (1) damage to or loss of the property of any person (including, but not limited to the City, Seller, their respective agents, officers, employees and subcontractors, and third parties), (2) death, bodily injury, illness, disease, worker's

compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of City, Seller, and third parties), (3) breach of contract, and (4) any other harm for which recovery of damages or any other remedy is sought; (ii) "Indemnified Persons" shall mean and include the City, and the City's officials, officers, employees, and agents; and (iii) "Fault" shall mean and include the sale or delivery of defective or non-conforming goods, any act or omission of negligence, any act or omission of gross negligence, any act or omission involving willful misconduct, or a breach of any legally imposed strict liability standard.

(b) Contractor shall defend (such defense being at the City's option), indemnify the Indemnified Persons against and hold the Indemnified Persons harmless from any and all Claims arising out of, incident to, concerning, or resulting from the Fault of Seller, its officers, employees, subcontractors, agents, and any person for whom Contractor is legally liable (together, "Seller Parties") hereunder, regardless of whether or not any Claims is caused in part by any of the Indemnified Persons. This obligation shall survive the termination of this contract.

20. Gratuity. City may, by written notice to Seller, cancel this contract without liability to Seller if it is determined by City that any gratuity, in the form of entertainment, gifts, or otherwise, was offered or given by Seller, or any officer, employee, agent or representative of Seller, to any officer, employee, or representative of City with a view toward securing a contract or securing favorable treatment with regard to the awarding or amending, or the making or any determinations with respect to the performance of, a contract.

21. Notices. Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under this contract shall be in writing and shall be deemed delivered upon being hand-delivered or upon three (3) business days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices to Seller shall be sent to the address as specified by Seller. Notices to the City shall be addressed to City at 5300 Belt Line Road, Addison, Texas _____ and marked to the attention of the City Finance Director.

22. No Warranty By City Against Infringement. As part of this contract, Seller agrees to ascertain whether goods manufactured according to the specifications for the goods will cause the rightful claim of any third person by way of infringement or the like. City makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event will City be liable to Seller, its officers, employees, or agents (together, "Seller Parties") for indemnification or otherwise if Seller Parties or any of them is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will or may result, Seller shall promptly notify City of that opinion. If City does not receive such notice and is subsequently held liable for infringement or the like, Seller shall defend, indemnify, and save City, its officials, officers, and employees harmless from and against any and all damages, liability, claims, expenses and costs in connection therewith; if Seller in good faith ascertains that production of goods according to the specifications will result in infringement or the like, this contract will be null and void, and neither City nor Seller shall have any liability one to the other.

23. Assignment. Seller shall not sell, assign, transfer or otherwise convey any interest, right, duty, or obligation in or under this contract in whole or in part without the prior written consent of the City. No assignment, transfer or other conveyance under this contract will be effective without the prior written consent of the City.

24. No Third-Party Beneficiary. For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with City or Seller, or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Contractor.

25. Waiver. The failure by either party to exercise any right, power, or option given to it by this contract, or to insist upon strict compliance with the terms of this contract, shall not constitute a waiver of the terms and conditions of this contract with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

25. Modifications. This contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any Seller invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of this contract.

26. Independent contractor. Seller shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the City. Seller shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants.

27. Interpretation. This contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in this contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in this contract, the UCC definition shall control, unless otherwise defined in this contract.

28. Severability. The invalidity, illegality, or unenforceability of any provision of this contract shall in no way affect the validity or enforceability of any other portion or provision of this contract. Any void or invalid provision shall be deemed severed from this contract and the balance of the contract shall be construed and enforced as if the contract did not contain the particular portion or provision held to be void. The parties further agree to reform the contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of

this section shall not prevent this entire contract from being void should a provision which is the essence of the contract be determined to be void.

29. Headings. The headings of this contract are for convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

30. Conflict. When there is a conflict between the this purchase order (including, without limitation, these Terms and Conditions) and the Seller's invoice, this purchase order shall prevail.

Council Agenda Item: #R16

AGENDA CAPTION:

Presentation of the Government Finance Officers Association (GFOA) "Distinguished Budget Presentation Award" for the fiscal year beginning October 1, 2012.

FINANCIAL IMPACT:

There is no financial impact associated with this recognition.

BACKGROUND:

The Government Finance Officers Association (GFOA) created a Distinguished Budget Presentation Award in 1984 to encourage governments to prepare budget documents of the highest quality to meet the needs of decision-makers and citizens. In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as an operations guide, as a financial plan and as a communications device. The Town of Addison has received the Distinguished Budget Presentation Award every year since 1987 and has received notice that the annual budget for the Fiscal Year beginning October 1, 2012 has also received this distinction. There were several comments made by the GFOA reviewer that highlight the quality of the 2013 Budget document. The include:

- 1 "The document is attractively formatted and consistent throughout.
- 1 "Narratives are well written and easy to understand."
- 1 "This rating is due to the two page (true) summary of the budget. Well done!"

RECOMMENDATION:

N/A

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

- 📎 [Letter to Eric Cannon announcing GFOA Award](#)
- 📎 [Press Release announcing GFOA Award](#)
- 📎 [GFOA Award](#)

Type:

- Cover Memo
- Cover Memo
- Cover Memo



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

April 23, 2013

Mr. Eric Cannon
Chief Financial Officer
Town of Addison
5350 Belt Line Road
Dallas, TX 75254

Dear Mr. Cannon:

I am pleased to notify you that Town of Addison, Texas has received the Distinguished Budget Presentation Award for the current budget from the Government Finance Officers Association (GFOA). This award is the highest form of recognition in governmental budgeting and represents a significant achievement by your organization.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual or department designated as being primarily responsible for its having achieved the award. This has been presented to:

Financial and Strategic Services Department

We hope you will arrange for a formal public presentation of the award, and that appropriate publicity will be given to this notable achievement. A press release is enclosed for your use.

We appreciate your participation in GFOA's Budget Awards Program. Through your example, we hope that other entities will be encouraged to achieve excellence in budgeting.

Sincerely,

Stephen J. Gauthier, Director
Technical Services Center

Enclosure



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

April 23, 2013

PRESS RELEASE

For Further Information Contact
Stephen J. Gauthier (312) 977-9700

Chicago--The Government Finance Officers Association of the United States and Canada (GFOA) is pleased to announce that **Town of Addison, Texas** has received the GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories, and the fourteen mandatory criteria within those categories, to receive the award.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual or department designated as being primarily responsible for its having achieved the award. This has been presented to **Financial and Strategic Services Department**.

For budgets including fiscal period 2012, over 1,340 entities are expected to received the Award. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

The Government Finance Officers Association is a nonprofit professional association serving over 17,800 government finance professionals throughout North America. The GFOA's Distinguished Budget Presentation Awards Program is the only national awards program in governmental budgeting.



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**Town of Addison
Texas**

For the Fiscal Year Beginning

October 1, 2012

Christopher P. Morill

President

Jeffrey R. Egan

Executive Director

Council Agenda Item: #R17

AGENDA CAPTION:

Presentation of Texas Comptroller Leadership GOLD Circle Award for financial transparency for the fiscal year beginning October 1, 2012.

FINANCIAL IMPACT:

There is no financial impact associated with this recognition.

BACKGROUND:

The Comptroller of Public Accounts launched the Texas Comptroller Leadership Circle program in December 2009 to recognize local governments across Texas that are striving to meet a high standard for financial transparency online. They spotlight local governments that are:

- ¹ opening their books to the public
- ¹ providing clear, consistent pictures of spending
- ¹ sharing information in a user-friendly format that lets taxpayers easily drill down for more information.

The Town of Addison has scored 19 out of a possible 20 points earning a GOLD Leadership Circle Award, which highlights those entities that are setting the bar with their transparency efforts.

RECOMMENDATION:

COUNCIL GOALS:

Create raving fans of the Addison Experience, Brand Protection and Enhancement

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #ES1

AGENDA CAPTION:

Closed (executive) session of the Addison City Council, pursuant to Section 551.072, Texas Government Code, to deliberate the purchase or value of certain real property located within the Town and concerning Addison Airport.

FINANCIAL IMPACT:

To be provided.

BACKGROUND:

To be provided.

RECOMMENDATION:

COUNCIL GOALS:

Create a vision for the airport to maximize the value

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R1

AGENDA CAPTION:

Discussion and consideration of any action regarding certain real property located within the Town of Addison and concerning Addison Airport, including the purchase or value of such property, and related matters.

FINANCIAL IMPACT:

To be provided.

BACKGROUND:

To be provided.

RECOMMENDATION:

To be provided.

COUNCIL GOALS:

Create a vision for the airport to maximize the value

ATTACHMENTS:

Description:

Type:

No Attachments Available