



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

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

AND / OR

WORK SESSION OF THE CITY COUNCIL

7:00 PM

December 9, 2014

ADDISON TOWN HALL

5300 BELT LINE RD., DALLAS, TX 75254

7:00PM WORK SESSION

7:30PM REGULAR MEETING

WORK SESSION

WS1 Discussion regarding the City Council 2015 meeting schedule.

REGULAR MEETING

Pledge of Allegiance

R1 Announcements and Acknowledgements regarding Town and Council
Events and Activities

Discussion of Events/Meetings

Consent Agenda.

- R2a Approval of the Minutes for the November 25, 2014 City Council Meeting and Work Session.

RECOMMENDATION:

Administration recommends approval.

Attachments

11-25-2014 Minutes

- R2b Approval of and authorizing the City Manager to execute a contract with Fain Construction for reconfiguration of the Vitruvian Park Amphitheater for an amount totaling \$362,964.

RECOMMENDATION:

Administration recommends approval.

Attachments

Bid Tabulation Form

Concept Plan

- R2c Approval of and authorizing the City Manager to execute a contract with Starkbuilt for replacement of the Celestial Park decomposed granite trail with a concrete trail for an amount totaling \$131,141.53.

RECOMMENDATION:

Administration recommends approval.

Attachments

Bid Tabulation Form

- R2d PRELIMINARY PLAT/Hometronics Addition. Approval of a preliminary plat for one lot totaling .99 acres, located in a C-1 (Commercial-1) district, at 16316 Addison Road, on application from Chuck West of West and Associates.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on November 20, 2014, voted to recommend approval of the request for a preliminary plat for one lot totaling .99 acres, located in an C-1 (Commercial-1) district, at 16316 Addison Road, subject to the following condition:

1. The plat should be relabeled from a Final Plat to a Preliminary plat.

Voting Aye: Doherty, Groce, Hughes, Oliver, Smith, Wheeler

Voting Nay: None

Absent: Robinson

RECOMMENDATION:

Administration recommends approval.

Attachments

Hometronics Addition Council Packet

R2e Approval of and authorizing the City Manager to execute a contract with BlueLine Services for the purchase of seven (7) servers and 40 TB (terabyte) of raw storage for the amount of \$317,975.

RECOMMENDATION:

Administration recommends approval.

Attachments

Servers and Storage Quotes

Servers and Storage Comparison

R2f Approval of and authorizing the City Manager to execute a contract with Solid IT Networks for the purchase of twenty nine (29) switches/routers, related software and licenses for the amount of \$133,190.14.

RECOMMENDATION:

Administration recommends approval.

Attachments

Quotes

Comparison Sheet

- R2g Approval of and authorizing the City Manager to execute a contract with Solid Border for the purchase of Palo Alto Firewall software and license, 5-year Threat protection subscription, training, and a MDM (Mobile Device Management) solution for the amount of \$143,920.

RECOMMENDATION:

Administration recommends approval.

Attachments

Interface- Quote

Firewall- Quote

MDM- Quote

Comparison Sheet- Firewall

Comparison Sheet- MDM

- R2h Approval of and authorizing the City Manager to execute a contract with SHI Direct for the purchase of the Microsoft server and SQL database licenses and a total of 303 user subscriptions for “Office 365” products powered by Microsoft cloud services for the amount of \$64,058.

RECOMMENDATION:

Administration recommends approval.

Attachments

Office 365 Quote

Microsoft Licenses

Comparison Sheet

- R2i Approval of and authorizing the City Manager to execute a contract with CDW-G for the purchase of 50 virtualization software licenses including support, 46 iPads, UPS (Uninterrupted Power Supply) systems and KVM (Keyboard, Video or Visual Display Unit, Mouse) systems for the amount of \$133,136.55.

RECOMMENDATION:

Administration recommends approval.

Attachments

- Virtualization Quote
- UPS & KVM Quotes
- IPads Quotes
- UPS and KVM Comparison Sheet
- IPads Comparison Sheet

R2j Approval of and authorizing the City Manager to execute a contract with Ricoh Americas Corporation for the purchase of eleven (11) industrial all-in-one copiers-printers-scanners for the amount of \$57,750.

RECOMMENDATION:

Administration recommends approval.

Attachments

- Copiers Quote
- Copiers Comparison Sheet

Regular Items

R3 Presentation and proclamation recognizing Etihad Airways.

R4 Discussion, consider and take action regarding appointment of up to two members to the Board of Zoning Adjustment.

R5 **PUBLIC HEARING** Case 1702-Z/Tollway Center. Public hearing, discussion consider and take action regarding an ordinance changing the zoning on property located at 14300 Dallas Parkway, which property is currently zoned PD (Planned Development) through Ordinance 085-001, and provides for an office development of approximately 1,400,000 square feet of office space, from its current zoning to a new PD (Planned Development) in order to provide for an office building of 200,000 square feet, on application from Cawley Partners, represented by Mr. Kim Sutton.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on November 20, 2014, voted to recommend approval of an ordinance changing the zoning on property located at 14300 Dallas Parkway, which property is currently zoned PD (Planned Development) through Ordinance 085-001, and provides for an office development of approximately 1,400,000 square feet of office space, to a new PD (Planned Development) in order to provide for an office building of 200,000 square feet, subject to the following conditions:

- The applicant shall provide the Town official height determination from the FAA (form 7460-1) before a building permit is issued.
- The property owner shall provide an Avigation Easement to the Town prior to the issuance of a building permit for the project.

Voting Aye: Doherty, Groce, Hughes, Oliver, Smith, Wheeler

Voting Nay: none

Absent: Robinson

RECOMMENDATION:

Administration recommends approval.

Attachments

1702-Z Tollway Center Council Packet

R6

PUBLIC HEARING Case 1705-SUP/Ida Claire. Public hearing, discussion, consider and take action regarding an ordinance changing the zoning on properties located at 5001 Belt Line Road, which property is currently zoned PD (Planned Development) through Ordinance 091-043 and 5035 Quorum Drive, which property is currently zoned LR (Local Retail) through Ordinance 392, by approving for the properties 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 Front Burner Restaurants, represented by Harold Bernstein of ID Studio 4.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on November 20, 2014, voted to recommend approval of an ordinance changing the zoning on property located at 5001 Belt Line

Road, which property is currently zoned PD (Planned Development) through Ordinance 091-043 and 5035 Quorum Drive, which property is currently zoned LR (Local Retail) through Ordinance 392, by approving for the properties 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 applicant shall not use any terms or graphic depictions relating to alcoholic beverages in exterior signage.
- The applicant shall grant the necessary license agreements to install future pedestrian enhancements along Quorum Drive.

Voting Aye: Doherty, Groce, Hughes, Oliver, Smith, Wheeler
Voting Nay: none
Absent: Robinson

RECOMMENDATION:

Administration recommends approval.

Attachments

1705-SUP Ida Claire Council Packet

R7 **PUBLIC HEARING** Case 1706-SUP/Snuffer's Restaurant. Public hearing, discussion, consider and take action regarding an ordinance changing the zoning on property located at 4180 Belt Line Road, which property is currently zoned PD (Planned Development) through Ordinance 091-066, 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 Firebird Restaurant Group, represented by Mr. Rob Vadala.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on November 20, 2014, voted to recommend approval of an ordinance changing the zoning on property located at 4180 Belt Line Road, which property is currently zoned PD (Planned Development) through Ordinance 091-066, 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 condition:

- The applicant shall not use any terms or graphic depictions relating to alcoholic beverages in exterior signage.

Voting Aye: Doherty, Groce, Hughes, Oliver, Smith, Wheeler

Voting Nay: none

Absent: Robinson

RECOMMENDATION:

Administration recommends approval.

Attachments

1706-SUP Snuffers Restaurant Council Packet

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- R8 **PUBLIC HEARING** Case 1707-SUP/Taqueria La Ventana. Public hearing, discussion, consider and take action regarding an ordinance changing the zoning on property located at 4180 Belt Line Road, which property is currently zoned PD (Planned Development) through Ordinance 091-066, 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 Firebird Restaurant Group, represented by Mr. Rob Vadala.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on November 20, 2014, voted to recommend approval of an ordinance changing the zoning on property located at 4180 Belt Line Road, which property is currently zoned PD (Planned Development) through Ordinance 091-066, 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 condition:

- The applicant shall not use any terms or graphic depictions relating to alcoholic beverages in exterior signage.

Voting Aye: Doherty, Groce, Hughes, Oliver, Smith, Wheeler

Voting Nay: none

Absent: Robinson

RECOMMENDATION:

Administration recommends approval.

Attachments

1707-SUP Taqueria La Ventana Council Packet

- R9 **PUBLIC HEARING** Case 1701-Z/AMLI Addison. Public hearing, discussion, consider and take action regarding an ordinance changing the zoning on property located at 5015 Spectrum Drive, which property is currently zoned C-1 (Commercial-1) District, from its current zoning to PD (Planned Development) District in order to provide for multi-family residential use and limited retail uses, and approval of development plans, on application from AMLI Residential, represented by Mr. Taylor Bowen.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on November 20, 2014, voted to recommend approval of an ordinance changing the zoning on property located at 5015 Spectrum Drive, which property is currently zoned C-1, (Commercial-1) District, to PD (Planned Development) District in order to provide for multi-family residential use and limited retail uses, and approval of development plans, subject to no conditions.

Voting Aye: Doherty, Groce, Hughes, Oliver, Wheeler

Voting Nay: Smith

Absent: Robinson

RECOMMENDATION:

Administration recommends approval.

Attachments

1701-Z AMLI Addison Council Packet

- R10 Presentation, discussion, consider and take action approving and authorizing the City Manager to execute a development and reimbursement agreement with AMLI Residential providing for, among other things, a reimbursement of 50% of the cost of the sanitary sewer upgrades needed for the proposed multi-family development, subject to the review and approval of the City Manager and the City Attorney.

RECOMMENDATION:

Administration recommends approval.

Attachments

AMLI Addison - Sanitary Sewer Exhibit

- R11 Presentation, discussion, consider and take action approving and authorizing the City Manager to execute the engagement letter with Weaver, and Tidwell, LLP for auditing services for the fiscal year ended September 30, 2014.

RECOMMENDATION:

Administration recommends approval.

Attachments

Weaver Presentation

Weaver Engagement Letter

- R12 Presentation and discussion regarding an update on the Finance Department Work Plan.

Attachments

Financial Update Memo

COSO Framework Model

- R13 Presentation and discussion regarding Town winter weather operations, activities and procedures.
-

R14 Presentation, discussion, consider and take action approving of and authorizing the City Manager to award a contract to Flow-Line Construction, Inc., for the relocation of water, sewer, and storm water drainage systems on Addison Airport to accommodate the construction of a new \$3 million hangar at the Airport for an amount not to exceed \$425,247.

RECOMMENDATION:

Administration recommends approval.

R15 Presentation, discussion, consider and take action approving and authorizing the City Manager to award a contract to Wilson Construction Services, LLC, for the extension of sewer service to 4301 Sunbelt Drive for an amount not to exceed \$61,901.46.

RECOMMENDATION:

Administration recommends approval.

Attachments

Sunbelt SS Extension

R16 Discussion, consideration and take action regarding a resolution approving and authorizing the City Manager to execute an interlocal agreement entitled Public Safety Communications and Dispatch Operations Agreement by and between the Town, the Cities of Carrollton, Coppell, and Farmers Branch, and the North Texas Emergency Communications Center, Inc., pertaining to the financing, construction, ownership, management, and operation of a regional public safety communications center for the benefit of the cities.

RECOMMENDATION:

Administration recommends approval.

Attachments

Operation Agreement Resolution

Operations Agreement

Executive Session

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.

ES2 Closed (Executive) session of the Addison City Council pursuant to Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter, to wit, a shopping center lease in which the Town is the tenant at Village on the Parkway; and pursuant to Section 551.071, Tex. Gov. Code, to deliberate the said lease of real property.

Adjourn Meeting

Posted:
Matthew McCombs, December 5, 2014, 5:00pm

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS WITH DISABILITIES.
PLEASE CALL (972) 450-7090 AT LEAST
48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**

Combined Meeting

WS1

Meeting Date: 12/09/2014

Department: City Manager

Council Goals: N/A

AGENDA CAPTION:

Discussion regarding the City Council 2015 meeting schedule.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

Combined Meeting

R2a

Meeting Date: 12/09/2014

Department: City Manager

Council Goals: N/A

AGENDA CAPTION:

Approval of the Minutes for the November 25, 2014 City Council Meeting and Work Session.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

Administration recommends approval.

Attachments

11-25-2014 Minutes

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL WORK SESSION

November 25, 2014

6:30 PM

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

6:30 PM Work Session | 7:30 PM Regular Meeting

Present: Arfsten; Carpenter; Clemens; Heape; Meier; Moore

Absent: DeFrancisco

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL REGULAR MEETING

November 25, 2014

6:30 PM

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

6:30 PM Work Session | 7:30 PM Regular Agenda

Posted by: Matthew McCombs, November 21, 2014, 5:00pm

WORK SESSION

WS1 Discussion regarding permitted hours for solicitation on private property.

WS2 Presentation and discussion concerning a proposed multi-family development located generally at the southeast corner of the intersection of Edwin Lewis and Quorum Roads, associated sanitary sewer upgrades, and developer participation in the upgrades.

REGULAR MEETING

Pledge of Allegiance

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

Consent Agenda.

R2a Approval of the Minutes for the November 11, 2014 City Council Meeting and Work Session.

RECOMMENDATION:

Administration recommends approval.

Motion made by Clemens to approve, as submitted,
Seconded by Moore

Voting AYE: Arfsten, Carpenter, Clemens, Heape, Meier, Moore
Passed

R2b Approval of the Minutes for the November 17, 2014 City Council Meeting and Work Session.

RECOMMENDATION:

Administration recommends approval.

Motion made by Clemens to approve, as submitted,
Seconded by Moore

Voting AYE: Arfsten, Carpenter, Clemens, Heape, Meier, Moore
Passed

Regular Items

R3 Presentation by Phyllis Silver and discussion regarding Dallas Area Rapid Transit and bus services.

Phyllis Silver, Addison citizen, spoke regarding this item.

There was no action taken on this item.

- R4 Presentation, discussion, consider and take action regarding an ordinance to re-appoint Larry Dwight as presiding municipal judge and an ordinance to re-appoint U.H. (Woody) Specht as alternate municipal judge to the Addison Municipal Court of Record, and of agreements for services with each of the said judges.

RECOMMENDATION:

Administration recommends approval.

Cheryl Delaney, Deputy City Manager, and Larry Dwight, Municipal Court Judge, spoke regarding this item.

Motion made by Moore to approve, as submitted,
Seconded by Carpenter

Voting AYE: Arfsten, Carpenter, Clemens, Heape, Meier, Moore
Passed

- R5 Discussion regarding Addison's law enforcement philosophy and update on municipal court fines, costs, and fees.

Ron Davis, Chief of Police, and Larry Dwight, Municipal Court Judge, presented and spoke regarding this item.

There was no action taken on this item.

- R6 Discussion, consider and take action approving and authorizing the City Manager to execute a contract with Belmont Icehouse, LLC, for marketing and advertising services for Addison Special Events for an amount not to exceed \$276,750, subject to the final review and approval of the City Manager and City Attorney.

RECOMMENDATION:

Administration recommends approval.

Barbara Kovacevich, Director of Special Events, and Chris Terry, Assistant City Manager, spoke regarding this item.

The Belmont Team, Tim Hudson, Sara Lawrence, and Drew Holmgreen, also presented and spoke regarding this item.

Motion made by Arfsten to approve, as submitted,
Seconded by Moore

Voting AYE: Arfsten, Carpenter, Clemens, Heape, Meier, Moore

Passed

R7 Presentation and discussion of the 2014 Addison Oktoberfest event.

Barbara Kovacevich, Director of Special Events, spoke regarding this item.

There was no action taken on this item.

R8 Presentation and discussion of the Finance Department Quarterly Financial Review of the Town for the quarter and year-to-date ended September 30, 2014.

Eric Cannon, Chief Financial Officer, presented and spoke regarding this item.

There was no action taken on this item.

R9 Presentation and discussion regarding the Quarterly Update for the Capital Improvement Program and other Town projects.

Lisa Pyles, Director of Infrastructure and Development Services, and Michael Kashuba, Landscape Architect, presented and spoke regarding this item.

There was no action taken on this item.

R10 Presentation, discussion, consider and take action (including possible termination) regarding the Agreement for the Operation and Management of Addison Airport between the Town and URS Energy & Construction, Inc. (URS), operator of the Addison Airport pursuant to that Agreement, and the acquisition of URS by AECOM Technology Corporation.

RECOMMENDATION:

Administration recommends approval.

Lisa Pyles, Director of Infrastructure and Development Services, spoke regarding this item.

Motion made by Clemens to approve the acquisition, as submitted,
Seconded by Moore

Voting AYE: Arfsten, Carpenter, Clemens, Heape, Meier, Moore
Passed

R11 Presentation, discussion, consider and take action authorizing the City Manager to execute a contract with Garver, LLC for engineering services related to a city-wide streets and sidewalk assessment and capital improvement program for an amount not to exceed \$150,000.

RECOMMENDATION:

Administration recommends approval.

Lisa Pyles, Director of Infrastructure and Development Services, spoke regarding this item.

Motion made by Carpenter to approve, as submitted,
Seconded by Moore

Voting AYE: Arfsten, Carpenter, Clemens, Heape, Meier, Moore
Passed

R12 Presentation, discussion, consider and take action authorizing the City Manager to execute an Engineering Design and Professional Services agreement between the Town of Addison and LNV, Inc., for the final year of the Sanitary Sewer System Evaluation and Study in an amount not to exceed \$445,297.50.

RECOMMENDATION:

Administration recommends approval.

Jason Shroyer, Assistant Director of Infrastructure, spoke regarding this item

Motion made by Moore to approve, as submitted,
Seconded by Clemens

Voting AYE: Arfsten, Carpenter, Clemens, Heape, Meier, Moore
Passed

R13 Presentation, discussion, consider, and take action authorizing the City Manager to execute a construction contract with TMI Coatings, Inc., for the Addison Circle Elevated Storage Tank Rehabilitation project in an amount not to exceed \$1,274,007.77.

RECOMMENDATION:

Administration recommends approval.

Jason Shroyer, Assistant Director of Infrastructure, spoke regarding this item.

Motion made by Carpenter to approve, as submitted,
Seconded by Arfsten

Voting AYE: Arfsten, Carpenter, Clemens, Heape, Meier, Moore
Passed

Executive Session

- ES1 Closed (Executive) session of the Addison City Council pursuant to Section 551.071, Tex. Gov. Code to conduct a private consultation with its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter, to wit, property damage claim of a tract of land located generally east of the intersection of Marsh Lane and Vitruvian Way, south of the Town's corporate limits, north of Wooded Creek Drive in Farmers Branch, and west of Brookhaven College.

The executive session item, ES1, was tabled.

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- ES2 Closed (executive) session of the Addison City Council pursuant to Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney(s) on a matter in which the duty of the attorney(s) to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Tex. Gov. Code, pertaining to the ponds or lakes at Vitruvian Park, located within the vicinity and east of the intersection of Vitruvian Way and Ponte Ave., and Farmers Branch Creek.

City Council entered into executive session at 10:37 pm.
City Council closed executive session at 12:12 am.

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- ES3 Closed (executive) session of the Addison City Council pursuant to Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney(s) on a matter in which the duty of the attorney(s) to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Tex. Gov. Code, pertaining to the Agreement for

the Operation and Management of Addison Airport between the Town and URS Energy & Construction, Inc.

The executive session item, ES3, was pulled.

ES4 Closed (Executive) session of the Addison City Council pursuant to Section 551.074, Texas Government Code, to deliberate the evaluation of the City Manager.

City Council entered into executive session at 10:37 pm.
City Council closed executive session at 12:12 am.

Adjourn Meeting

Mayor-Todd Meier

Attest:

City Secretary-Matthew McCombs

Combined Meeting

R2b

Meeting Date: 12/09/2014

Department: Parks & Recreation

Council Goals: Create raving fans of the Addison Experience.
Infrastructure improvement and maintenance
Enhance sense of community for all stakeholders/Expand
Volunteer Opportunities

AGENDA CAPTION:

Approval of and authorizing the City Manager to execute a contract with Fain Construction for reconfiguration of the Vitruvian Park Amphitheater for an amount totaling \$362,964.

FINANCIAL IMPACT:

This project is budgeted in the FY2015 Parks Capital Improvement Projects Fund. The budgeted amount is \$355,000; however, UDR will fund the overage of \$7,964. A Bid Tabulation Form is attached.

BACKGROUND:

The scope of work involves terracing of the existing Vitruvian Park amphitheater to improve accessibility, seating capacity and lighting. A conceptual plan is attached. When the project was initially put out for bid, only one contractor submitted a proposal, which was \$130,000 over the budgeted amount. This bid was rejected, and the plans were subsequently value engineered to reduce the cost to within the range of the original budget.

The items revised as part of the value engineering included providing on-site areas to store excavated materials, improved construction site accessibility and reduction in the amount of excavation originally required for the drainage system.

The work will begin January 5, 2015 and is slated for completion at the end of May prior to the beginning of the summer special events.

Fain's references for projects of similar scope checked out favorably and administration recommends approval.

RECOMMENDATION:

Administration recommends approval.

Attachments

Bid Tabulation Form

Concept Plan

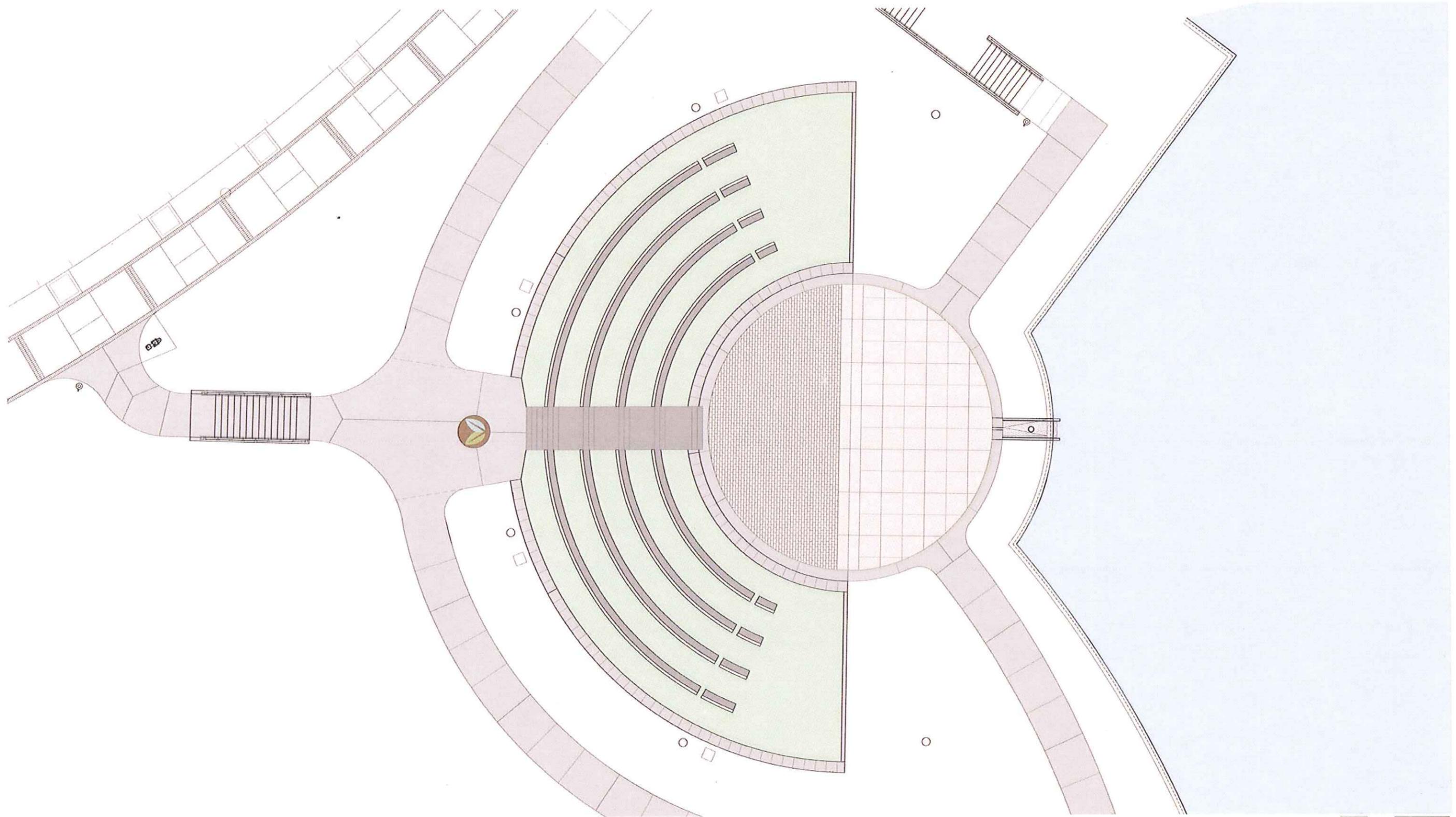


15-06 Vitruvian Amphitheatre Improvements

November 18, 2014 | 2:00pm

Finance Building 5350 Belt Line Road, Dallas TX 75254

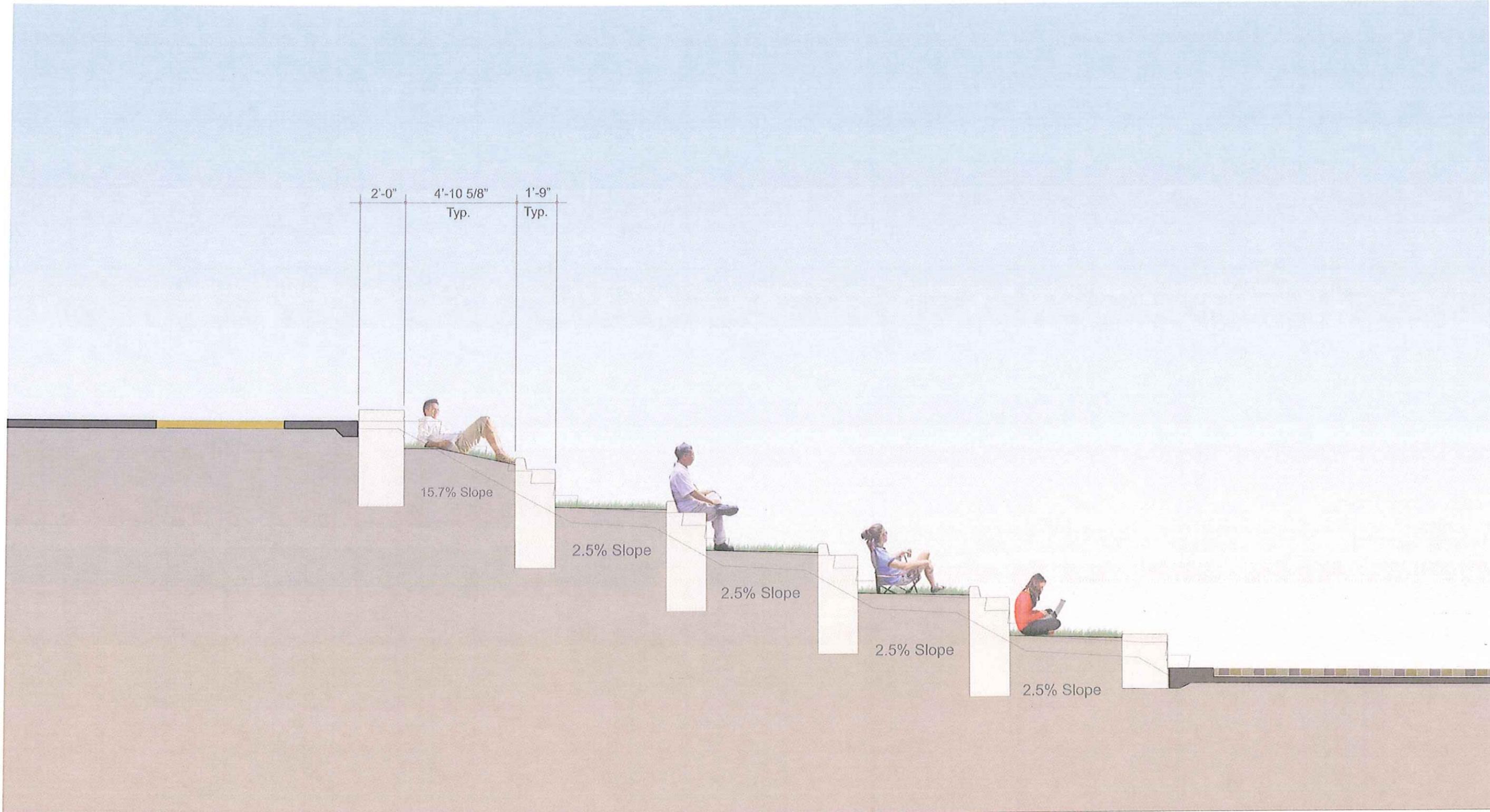
| Bidder | Base Bid Total |
|--------------------|-----------------------|
| Greenscaping | \$375,947.60 |
| Axis Contracting | \$379,248.50 |
| Phillips May Corp. | \$420,333.00 |
| Rebcon | \$408,729.00 |
| Fain | \$362,964.00 |
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CONCEPT PLAN - OPTION 2

UDR - Vitruvian Park - Amphitheatre Revision
November 1, 2012





SECTION



UDR - Vitruvian Park - Amphitheatre Revision
November 1, 2012



Combined Meeting

R2c

Meeting Date: 12/09/2014

Department: Parks & Recreation

Council Goals: Create raving fans of the Addison Experience.
Mindful stewardship of Town Resources.
Infrastructure improvement and maintenance

AGENDA CAPTION:

Approval of and authorizing the City Manager to execute a contract with Starkbuilt for replacement of the Celestial Park decomposed granite trail with a concrete trail for an amount totaling \$131,141.53.

FINANCIAL IMPACT:

The funding (\$180,000) is budgeted in the FY2015 Infrastructure Investment Fund. A Bid Tabulation Form is attached.

BACKGROUND:

The scope of work will involve the removal of the existing decomposed granite (DG) trail and installing a rock salt finish concrete trail. This will prevent the parks department from having to maintain the DG trail, which typically requires renovation every two to three years at cost of \$15,000.

The parks department has an annual contract for concrete work with Starkbuilt, and we are satisfied with their quality of work and are recommending approval.

RECOMMENDATION:

Administration recommends approval.

Attachments

Bid Tabulation Form



15-07 Celestial Park Trail Construction
November 18, 2014 | 2:00pm
Finance Building 5350 Belt Line Road, Dallas TX 75254

| Bidder | Base Bid Total |
|--------------------------------|-----------------------|
| Starkbuilt | \$131,141.53 |
| Classica La Fe | \$167,000.00 |
| Phillips May Corp. | \$172,333.00 |
| Ken-Do Contracting | \$175,000.00 |
| Greenscaping | \$188,945.50 |
| Axis Contracting | \$274,828.00 |
| Macrocosm Services & Solutions | \$172,900.00 |
| Cole Construction | \$164,301.00 |
| MHB Construction | \$164,000.00 |
| North Park Construction | \$174,719.00 |
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Combined Meeting

R2d

Meeting Date: 12/09/2014

Department: Infrastructure- Development Services

Council Goals: Raise property values
Attract new businesses to Addison
Create and implement a Comprehensive Land Use/Revitalization Plan

AGENDA CAPTION:

PRELIMINARY PLAT/Hometronics Addition. Approval of a preliminary plat for one lot totaling .99 acres, located in a C-1 (Commercial-1) district, at 16316 Addison Road, on application from Chuck West of West and Associates.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on November 20, 2014, voted to recommend approval of the request for a preliminary plat for one lot totaling .99 acres, located in an C-1 (Commercial-1) district, at 16316 Addison Road, subject to the following condition:

- 1. The plat should be relabeled from a Final Plat to a Preliminary plat.

Voting Aye: Doherty, Groce, Hughes, Oliver, Smith, Wheeler

Voting Nay: None

Absent: Robinson

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

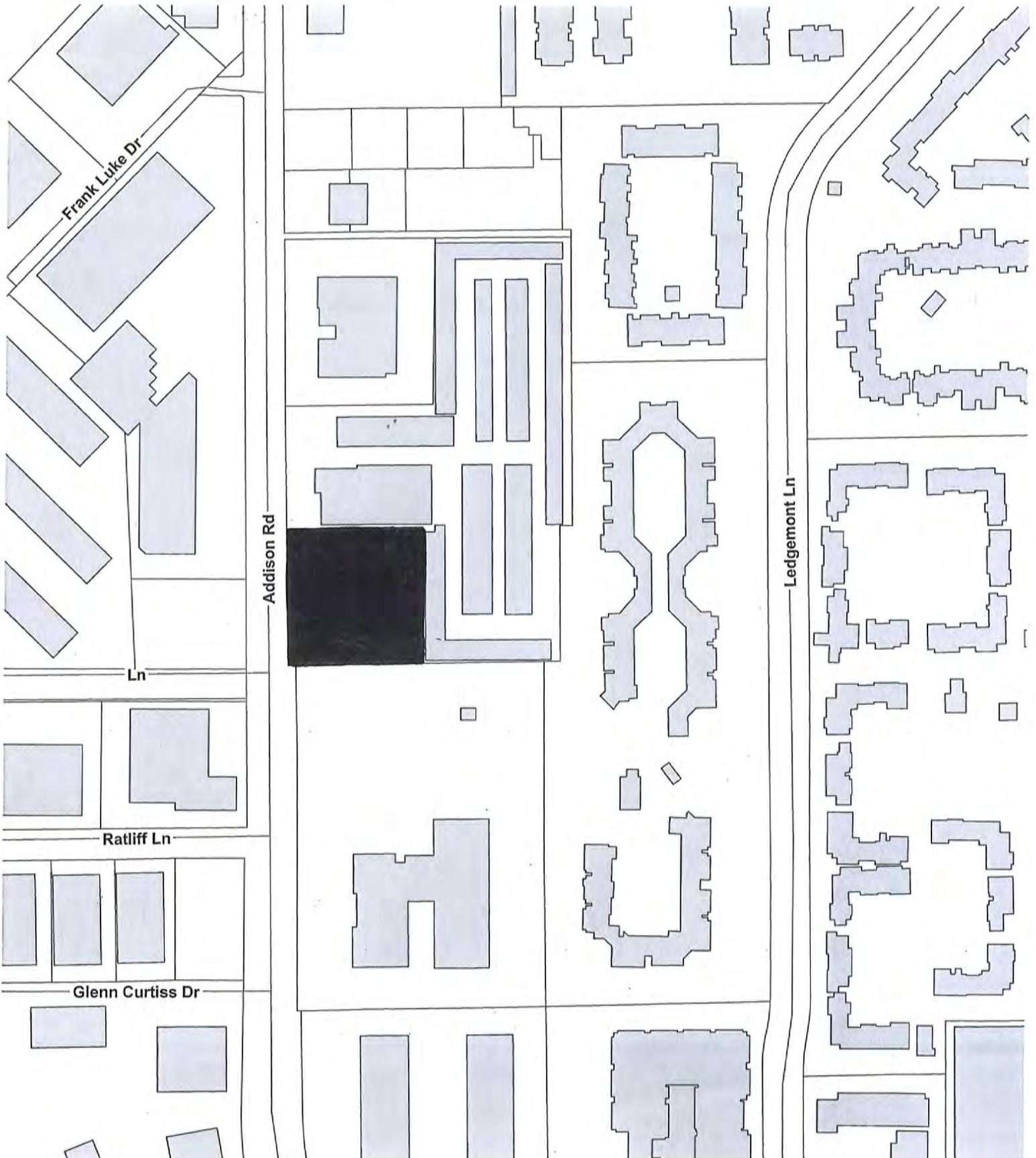
Administration recommends approval.

Attachments

Hometronics Addition Council Packet

PLAT

PRELIMINARY PLAT/Hometronics Addition. Requesting approval of a preliminary plat for one lot totaling .99 acres, located in an C-1 (Commercial-1) district, at 16316 Addison Road, on application from Chuck West of West and Associates.





November 14, 2014

STAFF REPORT

RE: PRELIMINARY PLAT/
Hometronics Addition

LOCATION: 16316 Addison Road

REQUEST: Approval of a preliminary plat

APPLICANT: Mr. Chuck West of West and Associates

DISCUSSION:

Background. This replat supports the development of the approximately 1 acre tract of land at 16316 Addison Road that is currently vacant. The property has Commercial-1 zoning, but must be platted before construction can occur.

Engineering Review. The plat has been reviewed by Town staff and found to be in compliance with all requirements. The plat is labeled as a final plat, however as construction has not yet occurred, the Town's consulting engineer recommends that the plat be approved as a preliminary plat. Therefore, the plat could be adjusted due to changes in design that may arise during the construction process prior to final approval.

RECOMMENDATION:

Staff recommends approval of the proposed plat subject to the following condition:

1. The plat should be relabeled from a Final Plat to a Preliminary Plat.

PRELIMINARY PLAT/Hometronics Addition
November 21, 2014

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on November 20, 2014, voted to recommend approval of the request for a preliminary plat for one lot totaling .99 acres, located in a C-1 (Commercial-1) district, at 16316 Addison Road, subject to the following condition:

- The plat should be relabeled from a Final Plat to a Preliminary plat.

Voting Aye: Doherty, Groce, Hughes, Oliver, Smith, Wheeler

Voting Nay: None

Absent: Robinson

Combined Meeting

R2e

Meeting Date: 12/09/2014

Department: Information Technology

Council Goals: Mindful stewardship of Town Resources.
Infrastructure improvement and maintenance
Look for Operational Efficiencies without cutting services
Enhance Public Safety
Identify opportunities for improved governance

AGENDA CAPTION:

Approval of and authorizing the City Manager to execute a contract with BlueLine Services for the purchase of seven (7) servers and 40 TB (terabyte) of raw storage for the amount of \$317,975.

FINANCIAL IMPACT:

This amount is budgeted in the Information Technology Internal Service Fund.

Budgeted Amount: **\$1,000,000**

Cost: **\$317,975**

BACKGROUND:

The existing servers and storage were purchased in 2009. Since the original purchase each department, based on their number of users, has been contributing to the Information Technology Internal Service Fund on an annual basis. This fund allows the Town to replace systems including hardware and software on a regular basis in order to be adequately responsive to the increasing demands on the network. According to our equipment replacement plan, we replace servers and storage throughout the network every 6 years. Currently we are facing the following challenges that are impacting productivity across the Town's network ;

- a. **Performance** – The current Network Infrastructure is an aging system that was redesigned and upgraded in 2009. Since then the Town has expanded its services to three (3) new locations (Airport staff, Economic Development group, Visit Addison, Metrocrest and Craft Guild) and has purchased and implemented several new systems. These systems and additional staff at the new locations are all using the same network infrastructure, which was redesigned in 2009;
- b. **Warranty** – The warranty and the extended warranty for every piece of equipment purchased in 2009 has expired.

- c. **Microsoft License Life-Cycle Policy** – We’re reaching end of the Microsoft Support Life-Cycle for the existing Microsoft Windows Server Operating System;
- d. **Third Party Vendors’ requirements** – In order for the Town to receive update and support from the Town’s line of business system providers (e.g. Computer Aided Dispatch, Enterprise Financial System, etc.), the Town is contractually obligated to be in compliance with their suggested version of Operating Systems and Database structures.

We are estimating to configure and install the entire network infrastructure upgrade in 6-8 months including some weekends. Implementation will depend on the success of migration and the nature of the problems we might encounter during the process. This is a very complex and time consuming implementation. Our goal is to configure these devices during weekdays and install them on weekends or after hours. With the proposed network infrastructure upgrade we are revamping our network architecture by introducing advanced technologies such as Virtualization and newer storage solution.

It should be noted that due to an internal decision, no project management and installation services were requested. We don’t believe it is necessary to pay the selected vendor/s to install the equipment on weekends as we are required to be on site during the installation process. This equipment that should handle both current and future programs to meet the needs of the Town for the next 6 years.

We chose BlueLine Services through DIR (Texas Department of Information Resources).

DIR (Texas Department of Information Resources) is responsible for a cooperative contracts program that enables government entities to efficiently pool their purchasing power to drive down costs. The program provides an effective procurement channel to thousands of public sector entities across Texas. DIR simplifies the procurement process for public sector entities throughout the State by releasing RFP (Request for Proposal) and choosing vendors at the State level whom can be selected by State agencies and Local governments without issuing RFP.

Dell is the State of Texas Contractor and BlueLine Services is a member of the Dell Reseller Program and it is registered as a partner eligible to sell Dell products through the State of Texas.

It should also be noted that we didn’t limit our options by selecting just one (1) partner eligible to sell Dell products. In order to maximize our purchasing power we contacted three (3) eligible partners instead of only one (1) and after receiving/reviewing their bids we chose the best solution.

State of Texas DIR Contract: DIR-SDD-1951

RECOMMENDATION:

Administration recommends approval.

Attachments

Servers and Storage Quotes

Servers and Storage Comparison



Quote

Quote Number: 698

Payment Terms:
Expiration Date:11/07/2014

Quote Prepared For

Hamid Khalehipour
Town of Addison
 16801 Westgrove Dr.
 Addison, TX 75001
 United States
 Phone:(972) 450-2868
 hkhalhipour@addisontx.gov

Quote Prepared By

Rick Essex
BlueLine Services
 1800 Highland Shores Blvd.
 Highland Village, TX 75077
 United States
 Phone:469-635-2101
 Fax:(469) 635-2010
ressex@bluelineservices.com

| ITEM# | QUANTITY | ITEM NAME | UNIT PRICE | EXTENDED PRICE |
|-------|----------|-----------|------------|----------------|
|-------|----------|-----------|------------|----------------|

One-Time Items

| | | | | |
|----|---|--|-------------|--------------|
| 1) | 4 | Dell Networking N4032 Switch -24x 10GBASE-T Fixed Ports, 1x Hot Swap Modular Bay, 2x Power Supplies Included -Dell ProSupport Plus. For tech support, visit www.dell.com/prosupport/regionalcontacts -Dell Hardware Limited Warranty Initial Year -Dell Hardware Limited Warranty Extended Year(s) -Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch -Software Support,NW,90 Day -ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis, Initial Year -ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis, 5 Year Extended -ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 6 Year -Documentation Kit, N4000 Series Switch -(2x) Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13 -QSFP+ 40GbE Module, 2-Port, Hot Swap, used for 40GbE Uplink, Stacking, or 8x 10GbE Breakout -Dell Networking, Cable, QSFP+ to QSFP+, 40GbE Passive Copper Direct Attach Cable, 0.5 m | \$9,066.00 | \$36,264.00 |
| 2) | 2 | EqualLogic 6210XS -Hybrid Performance, 1.2TB 10K SAS, 800GB SSD -Documentation and Shipping for 2U Arrays -Dell ProSupport Plus. For tech support, visit www.dell.com/prosupport/regionalcontacts -Dell Hardware Limited Warranty Extended Year -Dell Hardware Limited Warranty Initial Year -ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year -EqualLogic Advanced Software Warranty and Service,7x24 Access,6 Year -ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 5 Year Extended -ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 6 Year -Dual Controllers, 10Gb, High Availability with Failover -17x 1.2TB 10K SAS 2.5" and 7x 800GB Solid State Drives 26TB Capacity -ReadyRails II Static Rails for 4-post Racks -Redundant Power Supply, 700W - Supply Regulatory Label, 700W, AC -Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 6 feet / 2 meter -Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 6 feet / 2 meter | \$97,501.00 | \$195,002.00 |

-C13 to C14, PDU Style, 10 AMP, 2m Power Cord
 -C13 to C14, PDU Style, 10 AMP, 2m Power Cord

| | | | |
|----|---|-------------|-------------|
| 3) | 7 PowerEdge R630 Server -PowerEdge R630 Motherboard -Dell ProSupport Plus. For tech support, visit www.dell.com/prosupport/regionalcontacts -Dell Hardware Limited Warranty Plus On Site Service + Extended Years -ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Year -ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch,EXT to 3 Year -ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 6 Year -PowerEdge R630 Shipping- 8 Drive Chassis -(2) Broadcom 57810 Dual Port 10Gb Base-T Low Profile Network Adapter -Broadcom 5720 QP 1Gb Network Daughter Card -iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise -OpenManage Essentials, Server Configuration Management -Chassis with up to 8, 2.5" Hard Drives, 3 PCIe Slots) -Quick Sync Bezel 8 Drive Chassis -Performance BIOS Settings -Diskless Configuration (No RAID, No Controller) -Intel Xeon E5-2667 v3 3.2GHz,20M Cache,9.60GT/s QPI,Turbo,HT,8C/16T (135W) Max Mem 2133MHz -Upgrade to Two Intel Xeon E5-2667 v3 3.2GHz,20M Cache,9.60GT/s QPI,Turbo,HT,8C/16T (135W) -(8x) 16GB RDIMM, 2133 MT/s, Dual Rank, x4 Data Width -2133MT/s RDIMMs -Performance Optimized -Electronic System Documentation and OpenManage DVD Kit, PowerEdge R630 -DVD+/-RW, SATA, Internal (429-AAQL) -ReadyRails Sliding Rails With Cable Management Arm -Dual, Hot-plug, Redundant Power Supply (1+1), 750W -(2x)NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America -Internal Dual SD Module -Redundant SD Cards Enabled -(2x)16GB SD Card For IDSMD -VMware ESXi 5.1 U2 Embedded Image on Flash Media -30 days Trial License for Vmware Enterprise Plus -DIMM Blanks for System with 2 Processors -(2x) 120W Heatsink for PowerEdge R630 | \$12,387.00 | \$86,709.00 |
|----|---|-------------|-------------|

One-Time SubTotal \$317,975.00

Comment: IMPORTANT!!!! PLEASE ISSUE PO TO:
 Dell
 Attn: State & Local/Higher Ed/K-12 Sales
 STATE OF TEXAS CONTRACT - DIR-SDD-1951
 C/O BLUELINE SERVICES
 1800 Highland Shores, Blvd
 Highland Village, TX 75077

Total \$317,975.00

Authorizing Signature _____

Date _____

Interest Charges on Past Due Accounts and Collection Costs Overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.

Combined Meeting

R2f

Meeting Date: 12/09/2014

Department: Information Technology

Council Goals: Mindful stewardship of Town Resources.
Infrastructure improvement and maintenance
Look for Operational Efficiencies without cutting services
Enhance Public Safety
Identify opportunities for improved governance

AGENDA CAPTION:

Approval of and authorizing the City Manager to execute a contract with Solid IT Networks for the purchase of twenty nine (29) switches/routers, related software and licenses for the amount of \$133,190.14.

FINANCIAL IMPACT:

This amount is budgeted in the Information Technology Internal Service Fund.

Budgeted Amount: **\$1,000,000**

Cost: **\$133,190.14**

BACKGROUND:

The existing equipments were purchased in 2009. Most business networks today use switches to connect computers, printers and servers within a building or campus. A switch serves as a controller, enabling networked devices to talk to each other efficiently. Through information sharing and resource allocation, switches connect each building within the town's network to the backbone infrastructure at the Service Center creating a Metropolitan Area Network and providing services like file sharing, email, phone and Internet services to the employees. Switches create networks and routers connect networks together.

We chose Solid IT Networks through DIR (Texas Department of Information Resources).

DIR (Texas Department of Information Resources) is responsible for a cooperative contracts program that enables government entities to efficiently pool their purchasing power to drive down costs. The program provides an effective procurement channel to thousands of public sector entities across Texas. DIR simplifies the procurement process for public sector entities throughout the State

by releasing RFP (Request for Proposal) and choosing vendors at the State level whom can be selected by State agencies and Local governments without issuing RFPs.

Brocade is the State of Texas Contractor and Solid IT Networks is a member of the Brocade Reseller Program and it is registered as a partner eligible to sell Brocade products through the State of Texas.

It should also be noted that we didn't limit our options by selecting just one (1) partner eligible to sell Brocade products. In order to maximize our purchasing power we contacted three (3) eligible partners instead of only one (1) and after receiving/reviewing their bids we chose the best solution.

State of Texas DIR Contract: DIR-TSO-2644

RECOMMENDATION:

Administration recommends approval.

Attachments

Quotes

Comparison Sheet



Contact: Kim Grenier
Phone: 888-270-1153 ext. 80
Email: kgrenier@solidit.com
Web: <http://www.solidit.com>

Solid Relationships, Solid Solutions

Brocade DIR-TSO-2644

Quote #003498

Version 1

Prepared for:

City of Addison



Contact: Kim Grenier
Phone: 888-270-1153 ext. 80
Email: kgrenier@solidit.com
Web: http://www.solidit.com

| PREPARED FOR: |
|--|
| City of Addison CHAD HANCOCK 5350 BELT LINE Addison, TX 75240 chancock@addisontx.gov 972-450-2856 |

| DATE | NUMBER | VER |
|------------|--------|-----|
| 10/27/2014 | 003498 | 1 |

| PROJECT |
|----------------------|
| Brocade DIR-TSO-2644 |

Service Center

| ITEM | DESCRIPTION | LIST | PRICE | QTY | TOTAL |
|---------------------|---|------------|------------|-----|------------|
| IP router | | | | | |
| ICX6610-24-PE | 24 port 1G RJ45 PoE+, plus 8 x 1G SFPP uplink port 24 port 1G RJ45 PoE+, plus 8 x 1G SFPP uplinks ports (upgradeable to 10G). 4 x 40G stacking ports. Exhaust air flow. Base S/W | \$7,095.00 | \$3,831.30 | 1 | \$3,831.30 |
| ICX6610-ADV-LIC | ICX6610 Advance software license | \$5,000.00 | \$2,700.00 | 1 | \$2,700.00 |
| RPS15-E | BROCADE SECOND POWER SUPPLY (NON PoE) BROCADE SECOND POWER SUPPLY (NON PoE)- 250W | \$500.00 | \$270.00 | 1 | \$270.00 |
| ICX6610-FAN-E | EXHAUST DIRECTION FAN FOR THE ICX6610 | \$250.00 | \$135.00 | 1 | \$135.00 |
| DMZ | | | | | |
| ICX6450-24 | ICX6450-24 24-PORT 1G SWITCH, 2X1G SFP+ & 2X10G SFP 24-PORT 1G SWITCH, 2X1G SFP+ & 2X10G SFP+ UPLINK/STACKING PORTS (1G UPGRADEABLE TO 10G) | \$2,695.00 | \$1,455.30 | 1 | \$1,455.30 |
| Core | | | | | |
| ICX6610-48-PE | 48 port 1G RJ45 48 port 1G RJ45, plus 8 x 1G SFPP uplinks ports(upgradeable to 10G). 4 x 40G stacking ports.Exhaust air flow. Premium S/W | \$9,995.00 | \$5,397.30 | 1 | \$5,397.30 |
| RPS15-E | BROCADE SECOND POWER SUPPLY (NON PoE) BROCADE SECOND POWER SUPPLY (NON PoE)- 250W | \$500.00 | \$270.00 | 1 | \$270.00 |
| ICX6610-FAN-E | EXHAUST DIRECTION FAN FOR THE ICX6610 | \$250.00 | \$135.00 | 1 | \$135.00 |
| ICX6610-10G-LIC-POD | License to upgrade 4 ports of 1G SFPP LICENSE TO UPGRADE 4 PORTS OF 1G SFPP UPLINK TO 10G SPEEDS | \$2,500.00 | \$1,350.00 | 1 | \$1,350.00 |
| MITOP-E1/T1/GE | RAD - SFP-Format TDM Pseudowire Gateway, Gigabit RAD - MITOP-E1T1/GE - SFP-Format TDM Pseudowire Gateway, Gigabit | \$1,109.00 | \$909.38 | 1 | \$909.38 |
| 1 SFP-CA.2 | RAD SFP RAD SFP Small Form Factor Pluggable Transceivers | \$550.00 | \$451.00 | 1 | \$451.00 |

Service Center

| ITEM | DESCRIPTION | LIST | PRICE | QTY | TOTAL |
|--------------------------------|---|------------|------------|-----|--------------------|
| 10G-SFPP-SR | SFP+ transceiver module - 10GBase-SR BROCADE SFP+ transceiver module - 10GBase-SR - plug-in module - up to 980 ft | \$1,370.00 | \$739.80 | 1 | \$739.80 |
| vMotion | | | | | |
| ICX6450-24 | ICX6450-24 24-PORT 1G SWTCH, 2X1G SFP+ & 2X10G SFP 24-PORT 1G SWITCH, 2X1G SFP+ & 2X10G SFP+ UPLINK/STACKING PORTS (1G UPGRADEABLE TO 10G) | \$2,695.00 | \$1,455.30 | 1 | \$1,455.30 |
| Client Switches | | | | | |
| ICX6450-48P | ICX 6450 W/ 48-PORT 10/100/1G POE+ 740W WITH 10G S ICX 6450 W/ 48-PORT 10/100/1G POE+ 740W WITH 10G SFP | \$5,295.00 | \$2,859.30 | 3 | \$8,577.90 |
| 10G-SFPP-TWX-0101 | DIRECT ATTACH SFPP COPPER, 1M, 1-PACK | \$150.00 | \$81.00 | 3 | \$243.00 |
| 10G-SFPP-SR | SFP+ transceiver module - 10GBase-SR BROCADE SFP+ transceiver module - 10GBase-SR - plug-in module - up to 980 ft | \$1,370.00 | \$739.80 | 1 | \$739.80 |
| ICX6450-2X10G-LIC-POD | ICX 6450 2X10G CAPACITY BASED LICENSE ICX 6450 2X10G CAPACITY BASED LICENSE, UPGRADE 1G UPLINK/STACKING PORTS TO 10G | \$1,000.00 | \$540.00 | 1 | \$540.00 |
| Service Center Subtotal | | | | | \$29,200.08 |

Fire

| ITEM | DESCRIPTION | LIST | PRICE | QTY | TOTAL |
|-----------------|---|------------|------------|-----|------------|
| IP router | | | | | |
| ICX6610-24-PE | 24 port 1G RJ45 PoE+, plus 8 x 1G SFPP uplink port 24 port 1G RJ45 PoE+, plus 8 x 1G SFPP uplinks ports (upgradeable to 10G). 4 x 40G stacking ports. Exhaust air flow. Base S/W | \$7,095.00 | \$3,831.30 | 1 | \$3,831.30 |
| ICX6610-ADV-LIC | ICX6610 Advance software license | \$5,000.00 | \$2,700.00 | 1 | \$2,700.00 |
| RPS15-E | BROCADE SECOND POWER SUPPLY (NON PoE) BROCADE SECOND POWER SUPPLY (NON PoE)- 250W | \$500.00 | \$270.00 | 1 | \$270.00 |
| ICX6610-FAN-E | EXHAUST DIRECTION FAN FOR THE ICX6610 | \$250.00 | \$135.00 | 1 | \$135.00 |
| DMZ | | | | | |
| ICX6450-24 | ICX6450-24 24-PORT 1G SWTCH, 2X1G SFP+ & 2X10G SFP 24-PORT 1G SWITCH, 2X1G SFP+ & 2X10G SFP+ UPLINK/STACKING PORTS (1G UPGRADEABLE TO 10G) | \$2,695.00 | \$1,455.30 | 1 | \$1,455.30 |
| Core | | | | | |



Contact: Kim Grenier
Phone: 888-270-1153 ext. 80
Email: kgrenier@solidit.com
Web: http://www.solidit.com

Fire

| ITEM | DESCRIPTION | LIST | PRICE | QTY | TOTAL |
|----------------------|--|------------|------------|-----|--------------------|
| ICX6610-48-PE | 48 port 1G RJ45 48 port 1G RJ45, plus 8 x 1G SFPP uplinks ports(upgradeable to 10G). 4 x 40G stacking ports.Exhaust air flow. Premium S/W | \$9,995.00 | \$5,397.30 | 1 | \$5,397.30 |
| RPS15-E | BROCADE SECOND POWER SUPPLY (NON PoE) BROCADE SECOND POWER SUPPLY (NON PoE)- 250W | \$500.00 | \$270.00 | 1 | \$270.00 |
| ICX6610-FAN-E | EXHAUST DIRECTION FAN FOR THE ICX6610 | \$250.00 | \$135.00 | 1 | \$135.00 |
| ICX6610-10G-LIC-POD | License to upgrade 4 ports of 1G SFPP LICENSE TO UPGRADE 4 PORTS OF 1G SFPP UPLINK TO 10G SPEEDS | \$2,500.00 | \$1,350.00 | 1 | \$1,350.00 |
| vMotion | | | | | |
| ICX6450-24 | ICX6450-24 24-PORT 1G SWITCH, 2X1G SFP+ & 2X10G SFP 24-PORT 1G SWITCH, 2X1G SFP+ & 2X10G SFP+ UPLINK/STACKING PORTS (1G UPGRADEABLE TO 10G) | \$2,695.00 | \$1,455.30 | 1 | \$1,455.30 |
| Client Switch 1 | | | | | |
| ICX6450-48P | ICX 6450 W/ 48-PORT 10/100/1G POE+ 740W WITH 10G S ICX 6450 W/ 48-PORT 10/100/1G POE+ 740W WITH 10G SFP | \$5,295.00 | \$2,859.30 | 1 | \$2,859.30 |
| 10G-SFPP-TWX-0101 | DIRECT ATTACH SFPP COPPER, 1M, 1-PACK | \$150.00 | \$81.00 | 1 | \$81.00 |
| Client Switch 2 | | | | | |
| ICX6450-24P | 24-PORT 10/100/1G POE+ 370W WITH 10G SFP | \$3,395.00 | \$1,833.30 | 1 | \$1,833.30 |
| 10G-SFPP-TWX-0101 | DIRECT ATTACH SFPP COPPER, 1M, 1-PACK | \$150.00 | \$81.00 | 1 | \$81.00 |
| Tiburon A & B | | | | | |
| ICX6450-24 | ICX6450-24 24-PORT 1G SWITCH, 2X1G SFP+ & 2X10G SFP 24-PORT 1G SWITCH, 2X1G SFP+ & 2X10G SFP+ UPLINK/STACKING PORTS (1G UPGRADEABLE TO 10G) | \$2,695.00 | \$1,455.30 | 2 | \$2,910.60 |
| 10G-SFPP-TWX-0101 | DIRECT ATTACH SFPP COPPER, 1M, 1-PACK | \$150.00 | \$81.00 | 2 | \$162.00 |
| Fire Subtotal | | | | | \$24,926.40 |

Police

| ITEM | DESCRIPTION | LIST | PRICE | QTY | TOTAL |
|-----------------|-------------|------|-------|-----|-------|
| Client Switches | | | | | |

Police

| ITEM | DESCRIPTION | LIST | PRICE | QTY | TOTAL |
|------------------------|---|------------|------------|-----|--------------------|
| ICX6450-48P | ICX 6450 W/ 48-PORT 10/100/1G POE+ 740W WITH 10G SFP ICX 6450 W/ 48-PORT 10/100/1G POE+ 740W WITH 10G SFP | \$5,295.00 | \$2,859.30 | 4 | \$11,437.20 |
| 10G-SFPP-TWX-0101 | DIRECT ATTACH SFPP COPPER, 1M, 1-PACK | \$150.00 | \$81.00 | 4 | \$324.00 |
| ICX6450-2X10G-LIC-POD | ICX 6450 2X10G CAPACITY BASED LICENSE ICX 6450 2X10G CAPACITY BASED LICENSE, UPGRADE 1G UPLINK/STACKING PORTS TO 10G | \$1,000.00 | \$540.00 | 2 | \$1,080.00 |
| Tiburon A & B | | | | | |
| ICX6450-24 | ICX6450-24 24-PORT 1G SWTCH, 2X1G SFP+ & 2X10G SFP 24-PORT 1G SWITCH, 2X1G SFP+ & 2X10G SFP+ UPLINK/STACKING PORTS (1G UPGRADEABLE TO 10G) | \$2,695.00 | \$1,455.30 | 2 | \$2,910.60 |
| 10G-SFPP-TWX-0101 | DIRECT ATTACH SFPP COPPER, 1M, 1-PACK | \$150.00 | \$81.00 | 2 | \$162.00 |
| Police Subtotal | | | | | \$15,913.80 |

Conference Theatre

| ITEM | DESCRIPTION | LIST | PRICE | QTY | TOTAL |
|------------------------------------|--|------------|------------|-----|-------------------|
| ICX6450-48P | ICX 6450 W/ 48-PORT 10/100/1G POE+ 740W WITH 10G SFP ICX 6450 W/ 48-PORT 10/100/1G POE+ 740W WITH 10G SFP | \$5,295.00 | \$2,859.30 | 1 | \$2,859.30 |
| ICX6450-PREM-LIC | ICX6450 PREMIUM LICENSE | \$800.00 | \$432.00 | 1 | \$432.00 |
| ICX6450-24P | 24-PORT 10/100/1G POE+ 370W WITH 10G SFP | \$3,395.00 | \$1,833.30 | 1 | \$1,833.30 |
| Conference Theatre Subtotal | | | | | \$5,124.60 |

Athletic Club Fire 2

| ITEM | DESCRIPTION | LIST | PRICE | QTY | TOTAL |
|--------------------------------------|--|------------|------------|-----|-------------------|
| ICX6450-24P | 24-PORT 10/100/1G POE+ 370W WITH 10G SFP | \$3,395.00 | \$1,833.30 | 1 | \$1,833.30 |
| ICX6450-PREM-LIC | ICX6450 PREMIUM LICENSE | \$800.00 | \$432.00 | 1 | \$432.00 |
| ICX6450-24P | 24-PORT 10/100/1G POE+ 370W WITH 10G SFP | \$3,395.00 | \$1,833.30 | 2 | \$3,666.60 |
| Athletic Club Fire 2 Subtotal | | | | | \$5,931.90 |

Celestial Pump

| ITEM | DESCRIPTION | LIST | PRICE | QTY | TOTAL |
|-------------|--|------------|------------|-----|------------|
| ICX6450-24P | 24-PORT 10/100/1G POE+ 370W WITH 10G SFP | \$3,395.00 | \$1,833.30 | 1 | \$1,833.30 |



Contact: Kim Grenier
Phone: 888-270-1153 ext. 80
Email: kgrenier@solidit.com
Web: http://www.solidit.com

Celestial Pump

| ITEM | DESCRIPTION | LIST | PRICE | QTY | TOTAL |
|--------------------------------|-------------------------|----------|----------|-----|-------------------|
| ICX6450-PREM-LIC | ICX6450 PREMIUM LICENSE | \$800.00 | \$432.00 | 1 | \$432.00 |
| Celestial Pump Subtotal | | | | | \$2,265.30 |

Economic Development

| ITEM | DESCRIPTION | LIST | PRICE | QTY | TOTAL |
|--------------------------------------|--|------------|------------|-----|-------------------|
| ICX6450-48P | ICX 6450 W/ 48-PORT 10/100/1G POE+ 740W WITH 10G SFP | \$5,295.00 | \$2,859.30 | 1 | \$2,859.30 |
| ICX6450-PREM-LIC | ICX6450 PREMIUM LICENSE | \$800.00 | \$432.00 | 1 | \$432.00 |
| Economic Development Subtotal | | | | | \$3,291.30 |

Finance

| ITEM | DESCRIPTION | LIST | PRICE | QTY | TOTAL |
|-------------------------|--|------------|------------|-----|-------------------|
| ICX6450-48P | ICX 6450 W/ 48-PORT 10/100/1G POE+ 740W WITH 10G SFP | \$5,295.00 | \$2,859.30 | 1 | \$2,859.30 |
| ICX6450-PREM-LIC | ICX6450 PREMIUM LICENSE | \$800.00 | \$432.00 | 1 | \$432.00 |
| Finance Subtotal | | | | | \$3,291.30 |

Town Hall

| ITEM | DESCRIPTION | LIST | PRICE | QTY | TOTAL |
|---------------------------|--|------------|------------|-----|-------------------|
| ICX6450-48P | ICX 6450 W/ 48-PORT 10/100/1G POE+ 740W WITH 10G SFP | \$5,295.00 | \$2,859.30 | 1 | \$2,859.30 |
| ICX6450-PREM-LIC | ICX6450 PREMIUM LICENSE | \$800.00 | \$432.00 | 1 | \$432.00 |
| Town Hall Subtotal | | | | | \$3,291.30 |

Surveyor Tank

| ITEM | DESCRIPTION | LIST | PRICE | QTY | TOTAL |
|-------------------------------|--|------------|------------|-----|-------------------|
| ICX6450-24P | 24-PORT 10/100/1G POE+ 370W WITH 10G SFP | \$3,395.00 | \$1,833.30 | 1 | \$1,833.30 |
| ICX6450-PREM-LIC | ICX6450 PREMIUM LICENSE | \$800.00 | \$432.00 | 1 | \$432.00 |
| MITOP-E1/T1/GE | RAD - SFP-Format TDM Pseudowire Gateway, Gigabit RAD - MITOP-E1T1/GE - SFP-Format TDM Pseudowire Gateway, Gigabit | \$1,109.00 | \$909.38 | 1 | \$909.38 |
| Surveyor Tank Subtotal | | | | | \$3,174.68 |



Contact: Kim Grenier
Phone: 888-270-1153 ext. 80
Email: kgrenier@solidit.com
Web: http://www.solidit.com

Spare

| ITEM | DESCRIPTION | LIST | PRICE | QTY | TOTAL |
|-----------------------|--|------------|------------|-----|-------------------|
| ICX6450-48P | ICX 6450 W/ 48-PORT 10/100/1G POE+ 740W WITH 10G SFP | \$5,295.00 | \$2,859.30 | 1 | \$2,859.30 |
| ICX6450-PREM-LIC | ICX6450 PREMIUM LICENSE | \$800.00 | \$432.00 | 1 | \$432.00 |
| Spare Subtotal | | | | | \$3,291.30 |

SFP Module

| ITEM | DESCRIPTION | LIST | PRICE | QTY | TOTAL |
|----------------------------|---|------------|------------|-----|-------------------|
| E1MG-SX-OM | 1000Base-SX SFP optic, MMF, LC conn 1000Base-SX SFP optic, MMF, LC connector, Optical Monitoring Capable | \$525.00 | \$283.50 | 5 | \$1,417.50 |
| E1MG-SX-OM-8 | 1000Base-SX SFP optic 8 Pack, MMF, LC conn 1000Base-SX SFP optic 8 Pack, MMF, LC connector, Optical Monitoring Capable | \$3,780.00 | \$2,041.20 | 3 | \$6,123.60 |
| SFP Module Subtotal | | | | | \$7,541.10 |

IronView/BNA

| ITEM | DESCRIPTION | LIST | PRICE | QTY | TOTAL |
|------------------------------|---|--------|--------|-----|---------------|
| BR-NTWADV-INM-UPG | IP MGMT SWKIT FOR INM TO 150 IP DEVICES IP management SW license for 150 devices (SW-NTWADV-IP-BASE, SW-NTWADV-IP-100); qualifying IronView Network Manager (INM) licenses only; min of one yr supp is required. | \$0.00 | \$0.00 | 1 | \$0.00 |
| IronView/BNA Subtotal | | | | | \$0.00 |

Support

| ITEM | DESCRIPTION | LIST | PRICE | QTY | TOTAL |
|-------------------|--|------------|------------|-----|------------|
| ICX6610-SVL-RMT-5 | ESSENTIAL REMOTE SUPPORT, ICX 6610 24P & 48P ESSENTIAL REMOTE SUPPORT - Duration 5 Year | \$1,902.00 | \$1,241.06 | 1 | \$1,241.06 |
| ICX6450-SVL-RMT-5 | ESSENTIAL REMOTE SUPPORT, ICX 6450 24P & 48P ESSENTIAL REMOTE SUPPORT - Duration 5 Year | \$665.00 | \$433.91 | 1 | \$433.91 |
| ICX6610-SVL-RMT-5 | ESSENTIAL REMOTE SUPPORT, ICX 6610 24P & 48P ESSENTIAL REMOTE SUPPORT - Duration 5yr | \$1,902.00 | \$1,241.06 | 1 | \$1,241.06 |
| ICX6450-SVL-RMT-5 | ESSENTIAL REMOTE SUPPORT, ICX 6450 24P & 48P ESSENTIAL REMOTE SUPPORT - Duration 5 Year | \$665.00 | \$433.91 | 1 | \$433.91 |
| ICX6450-SVL-RMT-5 | ESSENTIAL REMOTE SUPPORT, ICX 6450 24P & 48P ESSENTIAL REMOTE SUPPORT - Duration 5 Year | \$665.00 | \$433.91 | 3 | \$1,301.73 |
| ICX6610-SVL-RMT-5 | ESSENTIAL REMOTE SUPPORT, ICX 6610 24P & 48P ESSENTIAL REMOTE SUPPORT - Duration 5yr | \$1,902.00 | \$1,241.06 | 1 | \$1,241.06 |
| ICX6450-SVL-RMT-5 | ESSENTIAL REMOTE SUPPORT, ICX 6450 24P & 48P ESSENTIAL REMOTE SUPPORT - Duration 5 Year | \$665.00 | \$433.91 | 1 | \$433.91 |



Contact: Kim Grenier
Phone: 888-270-1153 ext. 80
Email: kgrenier@solidit.com
Web: http://www.solidit.com

Support

| ITEM | DESCRIPTION | LIST | PRICE | QTY | TOTAL |
|-------------------|--|------------|------------|-----|------------|
| ICX6610-SVL-RMT-5 | ESSENTIAL REMOTE SUPPORT, ICX 6610 24P & 48P ESSENTIAL REMOTE SUPPORT - Duration 5yr | \$1,902.00 | \$1,241.06 | 1 | \$1,241.06 |
| ICX6450-SVL-RMT-5 | ESSENTIAL REMOTE SUPPORT, ICX 6450 24P & 48P ESSENTIAL REMOTE SUPPORT - Duration 5 Year | \$665.00 | \$433.91 | 1 | \$433.91 |
| ICX6450-SVL-RMT-5 | ESSENTIAL REMOTE SUPPORT, ICX 6450 24P & 48P ESSENTIAL REMOTE SUPPORT - Duration 5 Year | \$665.00 | \$433.91 | 1 | \$433.91 |
| ICX6450-SVL-RMT-5 | ESSENTIAL REMOTE SUPPORT, ICX 6450 24P & 48P ESSENTIAL REMOTE SUPPORT - Duration 5 Year | \$665.00 | \$433.91 | 1 | \$433.91 |
| ICX6450-SVL-RMT-5 | ESSENTIAL REMOTE SUPPORT, ICX 6450 24P & 48P ESSENTIAL REMOTE SUPPORT - Duration 5 Year | \$665.00 | \$433.91 | 2 | \$867.82 |
| ICX6450-SVL-RMT-5 | ESSENTIAL REMOTE SUPPORT, ICX 6450 24P & 48P ESSENTIAL REMOTE SUPPORT - Duration 5 Year | \$665.00 | \$433.91 | 4 | \$1,735.64 |
| ICX6450-SVL-RMT-5 | ESSENTIAL REMOTE SUPPORT, ICX 6450 24P & 48P ESSENTIAL REMOTE SUPPORT - Duration 5 Year | \$665.00 | \$433.91 | 2 | \$867.82 |
| ICX6450-SVL-RMT-5 | ESSENTIAL REMOTE SUPPORT, ICX 6450 24P & 48P ESSENTIAL REMOTE SUPPORT - Duration 5 Year | \$665.00 | \$433.91 | 1 | \$433.91 |
| ICX6450-SVL-RMT-5 | ESSENTIAL REMOTE SUPPORT, ICX 6450 24P & 48P ESSENTIAL REMOTE SUPPORT - Duration 5 Year | \$665.00 | \$433.91 | 1 | \$433.91 |
| ICX6450-SVL-RMT-5 | ESSENTIAL REMOTE SUPPORT, ICX 6450 24P & 48P ESSENTIAL REMOTE SUPPORT - Duration 5 Year | \$665.00 | \$433.91 | 3 | \$1,301.73 |
| ICX6450-SVL-RMT-5 | ESSENTIAL REMOTE SUPPORT, ICX 6450 24P & 48P ESSENTIAL REMOTE SUPPORT - Duration 5 Year | \$665.00 | \$433.91 | 2 | \$867.82 |
| ICX6450-SVL-RMT-5 | ESSENTIAL REMOTE SUPPORT, ICX 6450 24P & 48P ESSENTIAL REMOTE SUPPORT - Duration 5 Year | \$665.00 | \$433.91 | 1 | \$433.91 |
| ICX6450-SVL-RMT-5 | ESSENTIAL REMOTE SUPPORT, ICX 6450 24P & 48P ESSENTIAL REMOTE SUPPORT - Duration 5 Year | \$665.00 | \$433.91 | 1 | \$433.91 |
| ICX6450-SVL-RMT-5 | ESSENTIAL REMOTE SUPPORT, ICX 24P & 48P ESSENTIAL REMOTE SUPPORT - Duration 5 Year | \$665.00 | \$433.91 | 1 | \$433.91 |
| ICX6450-SVL-RMT-5 | ESSENTIAL REMOTE SUPPORT, ICX 24P & 48P ESSENTIAL REMOTE SUPPORT - Duration 5 Year | \$665.00 | \$433.91 | 1 | \$433.91 |
| BNAINU-SVL-SW-5 | ESSENTIAL APP SUPPORT 24x7, BR-NTWADV-INM-UPG Provides Essential 24X7 telephone and electronic support for software products. - Duration 5 Year for BR-NTWADV-INM-UPG | \$5,775.00 | \$3,768.19 | 1 | \$3,768.19 |
| ICX6450-SVL-RMT-1 | ESSENTIAL REMOTE SUPPORT, ICX 6450 24P & 48P ESSENTIAL REMOTE SUPPORT - Duration 1 Year | \$145.00 | \$94.61 | 6 | \$567.66 |
| ICX6450-SVL-RMT-1 | ESSENTIAL REMOTE SUPPORT, ICX 6450 24P & 48P ESSENTIAL REMOTE SUPPORT - Duration 1 Year | \$145.00 | \$94.61 | 8 | \$756.88 |
| ICX6450-SVL-RMT-1 | ESSENTIAL REMOTE SUPPORT, ICX 6450 24P & 48P ESSENTIAL REMOTE SUPPORT - Duration 1 Year | \$145.00 | \$94.61 | 12 | \$1,135.32 |
| ICX6610-SVL-RMT-1 | ESSENTIAL REMOTE SUPPORT, ICX 6610 24P & 48P ESSENTIAL REMOTE SUPPORT - Duration 1 Year | \$415.00 | \$270.79 | 2 | \$541.58 |



Contact: Kim Grenier
Phone: 888-270-1153 ext. 80
Email: kgrenier@solidit.com
Web: http://www.solidit.com

Support

| ITEM | DESCRIPTION | LIST | PRICE | QTY | TOTAL |
|-------------------------|--|------------|----------|-----|--------------------|
| ICX6610-SVL-RMT-1 | ESSENTIAL REMOTE SUPPORT, ICX 6610 24P & 48P ESSENTAIL REMOTE SUPPORT - Duration 1 Year | \$415.00 | \$270.79 | 2 | \$541.58 |
| BNAINU-SVL-SW-1 | ESSENTIAL APP SUPPORT 24x7, BR-NTWADV-INM-UPG Provides Essential 24X7 telephone and electronic support for software products. - Duration 1 Year for BR-NTWADV-INM-UPG | \$1,260.00 | \$822.15 | 1 | \$822.15 |
| Support Subtotal | | | | | \$25,247.08 |

RAD Care

| ITEM | DESCRIPTION | LIST | PRICE | QTY | TOTAL |
|--------------------------|--|----------|----------|-----|-----------------|
| RAD-CARE-SL13Y | RAD CARE SERVICES RAD CARE SERVICES | \$850.00 | \$700.00 | 1 | \$700.00 |
| RAD Care Subtotal | | | | | \$700.00 |

Quote Totals

| SECTION | TOTAL |
|---|---------------------|
| Service Center | \$29,200.08 |
| Fire | \$24,926.40 |
| Police | \$15,913.80 |
| Conference Theatre | \$5,124.60 |
| Athletic Club Fire 2 | \$5,931.90 |
| Celestial Pump | \$2,265.30 |
| Economic Development | \$3,291.30 |
| Finance | \$3,291.30 |
| Town Hall | \$3,291.30 |
| Surveyor Tank | \$3,174.68 |
| Spare | \$3,291.30 |
| SFP Module | \$7,541.10 |
| IronView/BNA | \$0.00 |
| Support | \$25,247.08 |
| RAD Care | \$700.00 |
| Additional Taxes or shipping charges may apply. Payments by credit card will be subject to an additional 4% processing fee. Manufacturer and Distribution warranty, cancellation, and return policies will apply. | |
| Total | \$133,190.14 |

Signature _____

Date _____

Switches and Routers Comparison

| System | Vendor | On Premises Solution Cost | Cloud Services Solution Cost | Hybrid Solution Cost | Offered Feature 1 On Premises Solution | Offered Feature 2 On Premises Solution | Offered Feature 1 Cloud Services Solution | Offered Feature 2 Cloud Services Solution | Offered Feature 1 Hybrid Solution | Offered Feature 2 Hybrid Solution |
|------------------|---------|---------------------------|------------------------------|----------------------|--|--|---|---|-----------------------------------|-----------------------------------|
| Switches/Routers | | | | | | | | | | |
| | Brocade | \$133,190.0 | | | 6 yrs support | Best of breed - great switches over the past 5 years | | | | |
| | Dell | \$137,113.0 | | | 6 yrs support | | | | | |
| | Cisco | \$318,233.0 | | | 5 yrs support | | | | | |

Combined Meeting

R2g

Meeting Date: 12/09/2014

Department: Information Technology

Council Goals: Mindful stewardship of Town Resources.
Infrastructure improvement and maintenance
Look for Operational Efficiencies without cutting services
Enhance Public Safety
Identify opportunities for improved governance

AGENDA CAPTION:

Approval of and authorizing the City Manager to execute a contract with Solid Border for the purchase of Palo Alto Firewall software and license, 5-year Threat protection subscription, training, and a MDM (Mobile Device Management) solution for the amount of \$143,920.

FINANCIAL IMPACT:

This amount is budgeted in the Information Technology Internal Service Fund.

Budgeted Amount: **\$1,000,000**

Cost: **\$143,920**

BACKGROUND:

Palo Alto firewall is a software program that helps screen out hackers, viruses, and worms that try to reach our network over the Internet.

The proposed solution should eliminate the bottlenecks and does offer Virus Outbreak Filtering, provide Spam Detection (Spam filtering effectiveness), provide False Positives (the lowest false-positive rate on the market, as proven by numerous published reviews), and provide Reporting Tools. This solution is non-Windows based OS.

We chose Solid Border through DIR (Texas Department of Information Resources).

DIR (Texas Department of Information Resources) is responsible for a cooperative contracts program that enables government entities to efficiently pool their purchasing power to drive down costs. The program provides an effective procurement channel to thousands of public sector entities across Texas. DIR simplifies the procurement process for public sector entities throughout the State by releasing RFP (Request for Proposal) and choosing vendors at the State level

whom can be selected by State agencies and Local governments without issuing RFPs...

It should also be noted that we didn't limit our options by selecting just one (1) partner eligible to sell Palo Alto. In order to maximize our purchasing power we contacted three (3) eligible partners instead of only one (1) and after receiving/reviewing their bids we chose the best solution.

State of Texas DIR Contract: DIR-TSO-2700 & DIR-SDD-1855

RECOMMENDATION:

Administration recommends approval.

Attachments

Interface- Quote

Firewall- Quote

MDM- Quote

Comparison Sheet- Firewall

Comparison Sheet- MDM



NETWORK SECURITY RESELLER

TO City of Addison
Zeis Chen
PO Box 9010
Addison, TX 75001
(972) 450-2855
zchen@addisontx.gov

DATE 11/3/2014
QUOTE 42737-RR

CONTACT Traci Thurwalker
800.213.8175 x803 toll-free
281.543.9214 office
traci@solidborder.com

PLEASE SEND PURCHASE ORDER
BY EMAIL orders@solidborder.com
BY FAX 800.887.9974



PREMIER SECURITY PARTNER

| ITEM | SKU | DESCRIPTION | QTY | LIST PRICE | PER UNIT | EXTENDED |
|------|-----------|--|-----|------------|------------|------------|
| 1 | SB-SERV-1 | Solid Border Palo Alto Installation & Configuration Services | 2 | \$2,500.00 | \$1,800.00 | \$3,600.00 |



STATE CONTRACT DIR-TSO-2700
Include this contract number on all Purchase Orders

| | |
|-------------------|-------------------|
| SHIPPING | INCLUDED |
| SUBTOTAL | \$3,600.00 |
| SALES TAX (8.25%) | \$0.00 |
| TOTAL | \$3,600.00 |

QUOTE EXPIRES 12/3/2014
PAYMENT TERMS 30 days
BY CREDIT CARD 4% processing fee applies when paying by credit card
EMPLOYER ID # EIN # 33-1009121
REMIT TO SOLID BORDER, INC
1806 TURNMILL ST
SAN ANTONIO, TX 78248

SOLIDBORDER.COM
PROTECT YOUR NETWORK
HUB // DIR // BUYBOARD // WBEA



NETWORK SECURITY RESELLER

TO City of Addison
Zeis Chen
PO Box 9010
Addison, TX 75001
(972) 450-2855
zchen@addisontx.gov

DATE 10/29/2014
QUOTE 41978-JP

CONTACT Traci Thurwalker
800.213.8175 x803 toll-free
281.543.9214 office
traci@solidborder.com

PLEASE SEND PURCHASE ORDER
BY EMAIL orders@solidborder.com
BY FAX 800.887.9974



PREMIER SECURITY PARTNER

Table with 7 columns: ITEM, SKU, DESCRIPTION, QTY, LIST PRICE, PER UNIT, EXTENDED. Contains 12 line items for Palo Alto Networks products and services.



STATE CONTRACT DIR-SDD-1855
Include this contract number on all Purchase Orders

Summary table with 2 columns: Description, Amount. Rows include SHIPPING INCLUDED, SUBTOTAL \$87,620.00, SALES TAX (8.25%) \$0.00, and TOTAL \$87,620.00.

QUOTE EXPIRES 11/29/2014
PAYMENT TERMS 30 days
BY CREDIT CARD 4% processing fee applies when paying by credit card
EMPLOYER ID # EIN # 33-1009121
REMIT TO SOLID BORDER, INC
1806 TURNMILL ST
SAN ANTONIO, TX 78248

SOLIDBORDER.COM
PROTECT YOUR NETWORK
HUB // DIR // BUYBOARD // WBEA



NETWORK SECURITY RESELLER

TO City of Addison
 Zeis Chen
 PO Box 9010
 Addison, TX 75001
 (972) 450-2855
 zchen@addisontx.gov

DATE 10/29/2014

QUOTE 42712-RR

CONTACT Solid Border, Inc
 800.213.8175 toll-free
 210.492.8125 office
 sales@solidborder.com

PLEASE SEND PURCHASE ORDER
 BY EMAIL orders@solidborder.com
 BY FAX 800.887.9974

PREMIER SECURITY PARTNER

| ITEM | SKU | DESCRIPTION | QTY | LIST PRICE | PER UNIT | EXTENDED | |
|------|-------------------------|---|-----|-------------|-------------|-------------------|--------------------|
| 1 | PAN-GP-3020-PORTAL | GlobalProtect Portal license, PA-3020, required for HIP check and multiple gateway | 2 | \$8,500.00 | \$3,570.00 | \$7,140.00 | |
| 2 | PAN-PA-3020-GP-5YR-HA2 | GlobalProtect Gateway subscription 5-year prepaid for device in an HA pair, PA-3020 | 2 | \$8,600.00 | \$7,310.00 | \$14,620.00 | |
| 3 | PAN-GP-100 | Palo Alto Networks GP-100, 500 Devices, 1TB RAID storage. Rack mount rails included. | 1 | \$25,000.00 | \$10,500.00 | \$10,500.00 | |
| 4 | PAN-SVC-PREM-GP-100-5YR | Premium Support 5-year prepaid, GP-100 500 Devices | 1 | \$16,000.00 | \$15,040.00 | \$15,040.00 | |
| 5 | SB-INSTALL-1 | Installation, configuration and pilot rollout with Solid Border Engineer, One 8 hour day. Includes Travel & Expenses. | 3 | \$2,500.00 | \$1,800.00 | \$5,400.00 | |
| | | | | | | SHIPPING | INCLUDED |
| | | | | | | SUBTOTAL | \$52,700.00 |
| | | | | | | SALES TAX (8.25%) | \$0.00 |
| | | | | | | TOTAL | \$52,700.00 |

QUOTE EXPIRES 11/29/2014
 PAYMENT TERMS 30 days
 BY CREDIT CARD 4% processing fee applies when paying by credit card
 EMPLOYER ID # EIN # 33-1009121
 REMIT TO SOLID BORDER, INC
 1806 TURNMILL ST
 SAN ANTONIO, TX 78248

SOLIDBORDER.COM
 PROTECT YOUR NETWORK
 HUB // DIR // BUYBOARD // WBEA

Firewall Software Comparison

| Company Name | Reseller name | Equipment Description Page 1 | Proposed Quantities | Total Proposed Cost | Notes |
|--------------|---------------|---|---------------------|---------------------|--|
| Checkpoint | FutureCom | Checkpoint 4600 Series + Virtual Management | 2 | \$89,683 | 5 years support included + professional services included + PCI report |
| Checkpoint | FutureCom | Checkpoint 4600 Series + Appliance Management | 2 | \$95,497 | 5 years support included + professional services included + PCI report |
| | | | | | |
| Checkpoint | FutureCom | Checkpoint 4800 Series + Virtual Management | 2 | \$136,133 | 5 years support included + professional services included + PCI report |
| Checkpoint | FutureCom | Checkpoint 4800 Series + Appliance Management | 2 | \$146,097 | 5 years support included + professional services included + PCI report |
| | | | | | |
| | | | | | |
| Palo Alto | SolidBorder | Palo Alto Networks PA-3020 + Virtual Management | 2 | \$87,620 | 5th year support added; offer 3 days free training (Total cost included professional services) |
| Palo Alto | SolidBorder | Palo Alto Networks PA-3050 + Virtual management | 2 | \$152,970 | 5th year support added; offer 3 days free training (Total cost included professional services) |

| | | |
|--------|---|---|
| Winner | Palo Alto network are closely integrated with IPS and Application ID compare to Checkpoint firewall | The Wildfire advance thread and cloud service is come with it without integration with other 3rd Anti Virus vendor. |
|--------|---|---|

MDM Solutions Comparison

| System | Vendor | On Premises Solution Cost | Cloud Services Solution Cost | Hybrid Solution Cost | Offered Feature 1 On Premises Solution | Offered Feature 2 On Premises Solution | Offered Feature 1 Cloud Services Solution | Offered Feature 2 Cloud Services Solution | Offered Feature 1 Hybrid Solution | Offered Feature 2 Hybrid Solution |
|------------|-------------------|---------------------------|------------------------------|----------------------|--|--|---|---|-----------------------------------|-----------------------------------|
| MDM | | | | | | | | | | |
| | AirWatch | \$141,075.0 | | | 5 yrs | This is perpetual license | 5 yrs | \$ 98,575.00 | n/a | |
| | Maas360 | | \$ 56,250.00 | | | | 5 yrs | | n/a | |
| | Palo Alto Network | \$52,700.0 | | | 5 yrs | It integrated wellwith our Firewall. Not only it does the MDM, it also delivers mobile threat prevention and policy enforcement based on apps,users, content, and device | | | n/a | |

Combined Meeting

R2h

Meeting Date: 12/09/2014

Department: Information Technology

Council Goals: Mindful stewardship of Town Resources.
Infrastructure improvement and maintenance
Look for Operational Efficiencies without cutting services
Enhance Public Safety
Identify opportunities for improved governance

AGENDA CAPTION:

Approval of and authorizing the City Manager to execute a contract with SHI Direct for the purchase of the Microsoft server and SQL database licenses and a total of 303 user subscriptions for "Office 365" products powered by Microsoft cloud services for the amount of \$64,058.

FINANCIAL IMPACT:

This amount is budgeted in the Information Technology Internal Service Fund.

Budgeted Amount: **\$1,000,000**

Cost: **\$64,058**

BACKGROUND:

The existing Microsoft licenses were purchased in 2009 and hosted on premises. "Office 365" refers to subscription plans that include access to Office applications (Word, Excel, PowerPoint, Publisher, Outlook and OneNote) plus other productivity services that are enabled over the Internet, such as Lync web conferencing and Exchange Online hosted email for business, and additional online storage with OneDrive.

Office 365 offers:

- Full, installed Office applications Word, Excel, PowerPoint, Outlook, Publisher, and OneNote
- Office for tablets and iPad tablets
- Office for SmartPhones to view and edit Office docs
- File storage and sharing with 1 TB storage/user
- Business class email, calendar, and contacts with a 50 GB inbox
- Unlimited online meetings, IM and HD video conferencing.

- Lync App
- Guaranteed 99.9% uptime, financially backed service level agreement
- 24/7 phone support for critical issues
- Active Directory integration to easily manage user credentials and permissions
- World-class data security

We chose SHI through DIR (Texas Department of Information Resources).

DIR (Texas Department of Information Resources) is responsible for a cooperative contracts program that enables government entities to efficiently pool their purchasing power to drive down costs. The program provides an effective procurement channel to thousands of public sector entities across Texas. DIR simplifies the procurement process for public sector entities throughout the State by releasing RFP (Request for Proposal) and choosing vendors at the State level whom can be selected by State agencies and Local governments without issuing RFPs. It should also be noted that we didn't limit our options by selecting just one (1) partner eligible to sell Microsoft products. In order to maximize our purchasing power we contacted three (3) eligible partners instead of only one (1) and after receiving/reviewing their bids we chose the best solution.

State of Texas DIR Contract: DIR-SDD-2503

RECOMMENDATION:

Administration recommends approval.

Attachments

Office 365 Quote

Microsoft Licenses

Comparison Sheet



Pricing Proposal
 Quotation #: 8460805
 Created On: 8/26/2014
 Valid Until: 8/29/2014

TOWN OF ADDISON

Sheryl Donihoo

Addison Service Center
 16801 Westgrove Dr
 Addison, TX 75001-5190
 UNITED STATES
 Phone: (972) 450-2853
 Fax:
 Email: sdonihoo@addisontx.gov

Account Executive

Craig Bailey

SHI Government Solutions
 1301 South Mo-Pac, Suite 375
 Austin, TX 78746
 Mobile Phone: 512-822-0457
 Phone: 800-870-6079 x5199
 Fax: 512-732-0232
 Email: Craig_Bailey@shi.com

All Prices are in US Dollar (USD)

| Product | Qty | Your Price | Total |
|---|-----|------------|----------|
| 1 Off365PE3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: UT6-00005 Note: annual price per user - O365 Plan 3 suite | 1 | \$205.20 | \$205.20 |
| 2 Off365PE1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: T6A-00024 Note: annual price per user - office 365 Plan E1 | 1 | \$73.20 | \$73.20 |
| 3 ExchgOnlnPlan2 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: TQA-00001 Note: annual price per user - Exchange only Plan 2 | 1 | \$73.20 | \$73.20 |
| 4 ExchgOnlnPlan1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: TRA-00047 Note: annual price per user - Exchange only plan 1 | 1 | \$34.80 | \$34.80 |
| 5 Off365PK1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: TPA-00001 Note: annual price per user - Office 365 Plan kiosk 1 | 1 | \$31.20 | \$31.20 |
| 6 ExchgOnlnKsk ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 7TC-00001 Note: annual price per user - basic limited exchange only kiosk user | 1 | \$19.20 | \$19.20 |
| 7 EOArchExchOnln ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 4DS-00001 Note: annual price per user - online exchange archiving can be added any plan below Plan E3 or Exchange Plan 2 where it is already included | 1 | \$25.20 | \$25.20 |
| 8 CoreCALBridgeOff365 ALNG LicSAPk MVL UsrCAL Microsoft - Part#: U3J-00026 Note: annual price per user | 1 | \$27.20 | \$27.20 |
| 9 CoreCALBridgeOff365 ALNG LicSAPk MVL Pltfrm UsrCAL Microsoft - Part#: U3J-00002 | 1 | \$23.10 | \$23.10 |

Note: annual price per user - to be used in conjunction to the number of qualify
O365 suites for pltfm discount

Additional Comments

Pirce is based on Microsoft DIR Contract Number DIR-SDD-2503

All prices above are per years based on three year agreement.

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

Sheryl Donihoo

From: Kerri_Fitzmorris@shi.com
Sent: Wednesday, May 21, 2014 7:08 AM
To: Sheryl Donihoo
Cc: Kerri_Fitzmorris@shi.com
Subject: SHI Quote 8054470, Microsoft Select Plus
Attachments: SHI Quote-8054470.pdf

Good morning!

Here is your new quote.

Thanks!



Pricing Proposal
Quotation #: 8054470
Created On: May-21-2014
Valid Until: May-30-2014

TOWN OF ADDISON

Sheryl Donihoo
Phone: (972) 450-2853
Fax:
Email: sdonihoo@addisontx.gov

Account Representative

Kerri Fitzmorris
1301 South Mo-Pac Expressway
Suite 375
Austin, TX 78746
[Texas@shi.com*](mailto:Texas@shi.com)
Phone: 1-800-870-6079
Fax: 512-732-0232
Email: Kerri.Fitzmorris@shi.com

All Prices are in US Dollar (USD)

| Product | Qty | Your Price | Total |
|--|-----|------------|------------|
| 1 Microsoft Windows Server 2012 R2 Standard - License - 2 processors - Select, Select Plus - Single Language Microsoft - Part#: P73-06309 | 1 | \$570.00 | \$570.00 |
| 2 Microsoft SQL Server 2014 Standard Core - License - 2 cores - Select, Select Plus - Win - Single Language Microsoft - Part#: 7NQ-00599 | 1 | \$2,315.40 | \$2,315.40 |
| | | Total | \$2,885.40 |

Additional Comments

DIR-SDD-2503

IMPORTANT!!!** For this software order please include end-user's name, number, and e-mail address on your purchase order**

Please note the quote expiration date. Past this date the quote is invalid and will require refreshed pricing!

Please include this quote with your purchase order submission

Microsoft License and Office 365 Products Comparison

| OFFICE SOLUTION | | | | | | | | |
|--|--------|-------------|---------------|-------------|--------------|---------------|---------------|-----------|
| MICROSOFT | | | | | | | | |
| OFFICE 365 CLOUD | | | | | | | | |
| Plan | Number | Cost | Total | 3 year | 4 year | 5 year | 6 year | |
| K - Exchange Online Kiosk Webmail Only | 64 | \$ 19.20 | \$ 1,228.80 | | | | | |
| K1 - Exchange Online Kiosk w/Office Web Apps for light document editing and SharePoint Online Kiosk | 113 | \$ 31.20 | \$ 3,525.60 | | | | | |
| E1 - Exchange Online, Office Web Apps, SharePoint Online, and Lync Online | 34 | \$ 73.20 | \$ 2,488.80 | | | | | |
| E3 - Adds to the above Office 365 Pro Plus with rights to install on 5 devices, advanced Exchange and SharePoint Online functionality | 92 | \$ 205.20 | \$ 18,878.40 | | | | | |
| | 303 | | \$ 26,121.60 | \$78,364.80 | \$104,486.40 | \$130,608.00 | \$156,729.60 | w/Airport |
| ON-PREMISE - LICENSE ONLY NO EA | | | | | | | | |
| Office 2013 Pro Plus | 190 | \$ 328.20 | \$ 62,358.00 | | | | | |
| Laptops needing license | 22 | \$328.20 | \$ 7,220.40 | | | | | |
| iPADs needing license (Annual/per user) | 45 | \$109.20 | \$ 4,914.00 | | | | | |
| Exchange CAL Standard CAL | 303 | \$ 50.20 | \$ 15,210.60 | | | | | |
| Exchange Server Standard | 1 | \$ 457.40 | \$ 457.40 | | | | | |
| Windows Standard for Exchange Server | 1 | \$ 570.00 | \$ 570.00 | | | | | |
| Windows Standard for Lync/SP Server | 1 | \$ 570.00 | \$ 570.00 | | | | | |
| TrendMicro AV | 1 | \$ 2,563.00 | \$ 2,563.00 | | | | | |
| IronPort (5 year cost prorated) | 1 | \$ 3,267.13 | \$ 3,267.13 | | | | | |
| | | | \$ 97,130.53 | \$18,765.73 | (\$7,355.87) | (\$33,477.47) | (\$59,599.07) | |
| Lync Server | 1 | \$ 2,354.00 | \$ 2,354.00 | | | | | |
| Lync CAL | 126 | \$ 79.80 | \$ 10,054.80 | | | | | |
| SharePoint Server | 1 | \$ 4,388.90 | \$ 4,388.90 | | | | | |
| SharePoint CAL | 239 | \$ 61.70 | \$ 14,746.30 | | | | | |
| Yammer IM Basic | 126 | \$36.00 | \$ 4,536.00 | | | | | |
| | | | \$ 36,080.00 | | | | | |
| TOTAL ALL On-Premise Costs | | | \$ 133,210.53 | \$54,845.73 | \$28,724.13 | \$2,602.53 | (\$23,519.07) | |
| GOOGLE | | | | | | | | |
| Google Apps for Business annual license | 303 | 43 | \$13,029.00 | \$39,087.00 | \$52,116.00 | \$65,145.00 | \$78,174.00 | |
| Google Docs (word, spreadsheets, slideshows, forms and data storage, gmail and calendar, google groups, sites, spam filter and video-share) Is not CJIS compliant. In order to use you would need to encrypt all data sent to and from the cloud. Only unencrypt when back on premise. System is "one size fits all". All users share all features and costs regardless of need. No advanced archiving tool. | | | | | | | | |
| Note: Office 365 Sharepoint includes 10 GB + 1/2 GB storage for each user. Cost to expand is 20 cents per gig per month | | | | | | | | |

SERVER LICENSES

| Windows Server 2012 Standard | | Number | Cost | Total |
|------------------------------|--------------|--------|------------|-------------|
| Hosts | | 7 | \$570.00 | \$3,990.00 |
| VM's | | 30 | \$570.00 | \$17,100.00 |
| CALS | | 303 | \$22.30 | \$6,756.90 |
| TOTAL WINDOWS SERVER | | | | \$27,846.90 |
| | | | | |
| SQL Server 2014 | | | | |
| SCSQL | 2 Cores each | 2 | \$2,315.40 | \$4,630.80 |
| PFSQL | 2 Cores each | 2 | \$2,315.40 | \$4,630.80 |
| TOTAL SQL SERVER | | | | \$9,261.60 |
| TOTAL SERVER LICENSE COSTS | | | | \$37,108.50 |

Combined Meeting

R2i

Meeting Date: 12/09/2014

Department: Information Technology

Council Goals: Mindful stewardship of Town Resources.
Infrastructure improvement and maintenance
Look for Operational Efficiencies without cutting services
Enhance Public Safety
Identify opportunities for improved governance

AGENDA CAPTION:

Approval of and authorizing the City Manager to execute a contract with CDW-G for the purchase of 50 virtualization software licenses including support, 46 iPads, UPS (Uninterrupted Power Supply) systems and KVM (Keyboard, Video or Visual Display Unit, Mouse) systems for the amount of \$133,136.55.

FINANCIAL IMPACT:

This amount is budgeted in the Information Technology Internal Service Fund.

Budgeted Amount: **\$1,000,000**

Cost: **\$133,136.55**

BACKGROUND:

The existing equipments, excluding the iPads, were purchased in 2009. With the Virtualization, we can see immediate, quantifiable cost savings, while ensuring true business agility—the ability to rapidly respond to the changing market environment. The Virtualization allows us to reduce CapEx through consolidation, Improve OpEx through automation, have a reliable DR (Disaster Recovery) solution in conjunction with SAN technology, and minimize cost of the operation. We are reducing our total number of needed servers from 24 to 7 in this upgrade.

UPS functions as a power cleanser by filtering induction and noise out of the power source and also as a backup power unit to provide adequate time for the network's infrastructure to shutdown gracefully when the power is lost.

We chose CDW-G through DIR (Texas Department of Information Resources).

DIR (Texas Department of Information Resources) is responsible for a cooperative contracts program that enables government entities to efficiently pool their

purchasing power to drive down costs. The program provides an effective procurement channel to thousands of public sector entities across Texas. DIR simplifies the procurement process for public sector entities throughout the State by releasing RFP (Request for Proposal) and choosing vendors at the State level whom can be selected by State agencies and Local governments without issuing RFPs.

It should also be noted that we didn't limit our options by selecting just one (1) partner eligible to sell needed equipment. In order to maximize our purchasing power we contacted three (3) eligible partners instead of only one (1) and after receiving/reviewing their bids we chose the best solution.

State of Texas DIR Contract: DIR-TSO-2661

RECOMMENDATION:

Administration recommends approval.

Attachments

Virtualization Quote

UPS & KVM Quotes

IPads Quotes

UPS and KVM Comparison Sheet

IPads Comparison Sheet



Customer: Town of Addison
Contact: Zais Djaja-Chen
Address: 16801 Westgrove Dr
Telephone: 972-450-2855
Account Manager: Jordan Mikolis
CDW Account # 2259349
Qto date: November 24, 2014
Prep by: Jordan Mikolis
Phone: (312) 705-6268
Toll Free: (866) 465-9959
Email: jordmik@cdiva.com

| QTY | Part Number | DESCRIPTION | Start Date | End Date | Unit List Cost | Extended List Cost |
|-------------------|---------------------|--|------------|-----------|----------------|--------------------|
| 6 | VSS-ENT-3G-SSS-F | Basic Support/Subscription for VMware vSphere 5 Enterprise for 1 processor for 3 years | 6/11/2015 | 6/10/2020 | \$2,549.97 | \$15,299.83 |
| 30 | VC-SRMS-ENT-G-SSS-F | Basic Support/Subscription for VMware vCenter Site Recovery Manager 5 Enterprise Conversion (1 VM per Processor) for 3 Years | 6/11/2015 | 6/10/2020 | \$316.64 | \$9,499.07 |
| 12 | VSS-ENT-3G-SSS-F | Basic Support/Subscription for VMware vSphere 5 Enterprise for 1 processor for 3 years | 6/11/2015 | 6/10/2020 | \$2,549.97 | \$30,599.66 |
| 2 | VCSS-STD-3G-SSS-F | Basic Support/Subscription for vCenter Server 5 Standard for vSphere 5 for 3 years | 6/11/2015 | 6/10/2020 | \$4,428.68 | \$8,857.36 |
| Final Cost | | | | | | \$ 64,255.92 |



| | | | | | | |
|-------------------|--------------------|---------------------------------------|--|--|-------------------|--|
| Customer: | Town of Addison | | | | Qte date: | November 30, 2014 |
| Contact: | Randy King | Account Manager: Jordan Mikols | | | Prep by: | Jordan Mikols |
| Address: | 16801 westgrove dr | | | | Phone: | (312) 705-6268 |
| | | CDW Account # 9381491 | | | Toll Free: | (866) 465-9959 |
| Telephone: | 972-450-7105 | | | | Email: | jordmik@cdwg.com |

Quote FRNC477

| QTY | Part Number | DESCRIPTION | Contract | Unit List Cost | Extended List Cost |
|------------|--------------------|--------------------------------------|----------------------------------|-----------------------|---------------------------|
| 2 | AP9630 | APC NETSHELTER SV 42U RACK | TCPN - Technology Solutions R510 | \$ 683.09 | \$ 1,366.18 |
| 7 | AP9630 | APC UPS NETWORK MANAGEMENT CARD 2 | TCPN - Technology Solutions R510 | \$ 234.43 | \$ 1,641.01 |
| 2 | AP9631 | APC UPS NETWORK MANAGEMENT CARD 2 | TCPN - Technology Solutions R510 | \$ 377.68 | \$ 755.36 |
| 1 | TMCAT1728-PAC | RARITAN 17IN LCD CAT 5 KVM SWCH | TCPN - Technology Solutions R510 | \$ 1,385.98 | \$ 1,385.98 |
| 8 | D2CIM-DVUSB | RARITAN KVM EXTENDER VGA | TCPN - Technology Solutions R510 | \$ 135.00 | \$ 1,080.00 |
| 4 | SUA5000R5TXFMR | APC SMART UPS 5000VA RM W/TRANS 208V | TCPN - Technology Solutions R510 | \$ 3,133.95 | \$ 12,535.80 |
| 4 | WBEXTWAR3YR-SP-05 | APC 3YR EXT WTY LEVEL 05 | TCPN - Technology Solutions R510 | \$ 586.45 | \$ 2,345.80 |
| 2 | DKX3-108 | RARITAN 8PT KVM/IP SWCH 1U DVI | TCPN - Technology Solutions R510 | \$ 1,632.91 | \$ 3,265.82 |
| 2 | T1700-LED | RARITAN 17"LED BACK-LITE KVM CONSULE | TCPN - Technology Solutions R510 | \$ 930.34 | \$ 1,860.68 |
| 8 | AP9567 | APC RM PDU BASIC ZERO U VERTICAL | TCPN - Technology Solutions R510 | \$ 141.71 | \$ 1,133.68 |
| 1 | SMT750RM2U | APC SMART-UPS 750VA LCD RM 2U 120V | TCPN - Technology Solutions R510 | \$ 340.95 | \$ 340.95 |
| 1 | 200827 | 2Y REPLACEMENT PLAN \$200-\$399.99 | TCPN - Technology Solutions R510 | \$ 37.92 | \$ 37.92 |



SALES QUOTATION

| QUOTE NO. | ACCOUNT NO. | DATE |
|-----------|-------------|------------|
| FRKZ200 | 2259349 | 10/29/2014 |

BILL TO:
TOWN OF ADDISON
PO BOX 9010

SHIP TO:
TOWN OF ADDISON
Attention To: RONNIE LEE
PO BOX 9010

Accounts Payable
ADDISON , TX 75001-9010

ADDISON , TX 75001-9010
Contact: RONNIE LEE 972.450.2854

Customer Phone #972.450.7091

Customer P.O. # FRKZ200 QUOTE

| ACCOUNT MANAGER | SHIPPING METHOD | TERMS | EXEMPTION CERTIFICATE |
|----------------------------|-----------------|---------------------------------|-----------------------|
| JORDAN MIKOLS 866.465.9959 | UPS Ground | Net 30 Days-Govt State/Local | GOVT-EXEMPT |

| QTY | ITEM NO. | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|----------|----------|---|------------|----------------|
| 46 | 3519226 | APPLE IPAD AIR 2 64GB SPACE GRAY CEL Mfg#: MH2M2LL/A Contract: TCPN - Technology Solutions R5106 | 683.00 | 31,418.00 |
| 46 | 2805540 | APPLECARE+ 2YR IPAD - AUTO-ENROLL Mfg#: S4736LL/A Contract: TCPN - Technology Solutions R5106 Electronic distribution - NO MEDIA | 78.00 | 3,588.00 |
| SUBTOTAL | | | | 35,006.00 |
| FREIGHT | | | | 0.00 |
| TAX | | | | 0.00 |

US Currency
TOTAL 35,006.00

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 312.705.6468

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

UPS-KVM-RACK Comparison

| System | | On Premises Solutuion Cost | Cloud Services Solutuion Cost | Hybrid Solution Cost |
|--------------|-------|-------------------------------|----------------------------------|-------------------------|
| UPS/KVM/RACK | | | | |
| | CDW-G | \$33,874.9 | N/A | N/A |
| | SHI-G | \$34,524.0 | | |

IPads Comparison

| System | | On Premises Solutuion Cost | Cloud Services Solutuion Cost | Hybrid Solution Cost | Notes 1 | Notes 2 | Notes 3 |
|--------|-------------------------|-------------------------------|----------------------------------|-------------------------|--|---|---|
| iPads | | | | | | | |
| | CDWG - TCPN Contract | \$35,006.00 | N/A | N/A | 64 GB, Wi-Fi & Cellular for 46 iPad Air 2's and AppleCare 2-Yr | \$683 per iPad Air 2 and \$78 per AppleCare 2-Yr | Price per unit may increase if we reduce quantities |
| | Apple - DIR Contract | \$35,466.00 | N/A | N/A | 64 GB, Wi-Fi & Cellular for 46 iPad Air 2's and AppleCare 2-Yr | \$692 per iPad Air 2 and \$79 per AppleCare 2-Yr | |

Combined Meeting

R2j

Meeting Date: 12/09/2014

Department: Information Technology

Council Goals: Mindful stewardship of Town Resources.
Infrastructure improvement and maintenance
Look for Operational Efficiencies without cutting services
Enhance Public Safety
Identify opportunities for improved governance

AGENDA CAPTION:

Approval of and authorizing the City Manager to execute a contract with Ricoh Americas Corporation for the purchase of eleven (11) industrial all-in-one copiers-printers-scanners for the amount of \$57,750.

FINANCIAL IMPACT:

This amount is budgeted in the Information Technology Internal Service Fund.

Budgeted Amount: **\$1,000,000**

Cost: **\$57,750**

BACKGROUND:

The existing copiers were purchased in 2009. Originally, we were leasing our printers/copiers but it became cost prohibited. This bid also offers 60 month base maintenance (Gold service agreement) with 30,000 B/W and 30,000 color copies per month and supplies included (excluding paper). Overages are \$0.0067 per copy for B/W and \$0.0428 for color per copy to be billed quarterly.

We chose Ricoh Americas Corporation through DIR (Texas Department of Information Resources).

DIR (Texas Department of Information Resources) is responsible for a cooperative contracts program that enables government entities to efficiently pool their purchasing power to drive down costs. The program provides an effective procurement channel to thousands of public sector entities across Texas. DIR simplifies the procurement process for public sector entities throughout the State by releasing RFP (Request for Proposal) and choosing vendors at the State level whom can be selected by State agencies and Local governments without issuing RFPs.

It should also be noted that we didn't limit our options by selecting just one (1) partner eligible to sell needed equipment. In order to maximize our purchasing power we contacted three (3) eligible partners instead of only one (1) and after receiving/reviewing their bids we chose the best solution.

State of Texas DIR Contract: DIR-SDD-1674

RECOMMENDATION:

Administration recommends approval.

Attachments

Copiers Quote

Copiers Comparison Sheet

PROPOSAL

Bill To:
Town of Addison
PO Box 9010
Addison, TX 75001
Contact: Ronnie Lee 972-450-2854

Date: 11/21/2014

Delivery Address:
Town of Addison
14681 Midway Rd, Bldg 5, Ste 200
Addison, TX 75001
Contact: Ronnie Lee 972-450-2854

Remit to:
Ricoh Americas Corporation
PO Box 650073
Dallas, TX 75265-0073

Request Delivery: Approx. 12/30/2014

Months remaining in current fiscal year 9
ends September 30, 2015

State of Texas DIR Contract
DIR-SDD-1674

MPC4503 416518
Network & Scan PS-NWSCBC4

QTY 10

Outright Purchase

MP5002 415958
Network & Scan PS-NWSC4

QTY 1

Outright Purchase

Outright Purchase Price

\$ 57,750.00

60 Month Base maintenance (Gold service agreement) with 30,000 B/W
and 30,000 Color copies per month and supplies included (excluding paper)
Overages \$0.0067 per copy for B/W and \$0.0428 for Color per copy to be
billed Quarterly and fixed for the term

\$ 1,486.00 monthly

Total PO Amount

\$ 57,750.00

PO: _____

Approved: _____ Title _____ Date: _____

Copiers and Printers Comparison

| System | | On Premises Solutuion Cost | Cloud Services Solutuion Cost | Hybrid Solution Cost | Notes 1 | Notes 2 | Notes 3 |
|----------|-----------------------------|-------------------------------|----------------------------------|-------------------------|---|---|--|
| Printers | | | | | | | |
| | CDWG - DIR contract | \$9,149.26 | N/A | N/A | 6 HP M476dn 2 HP M521dn 4 HP M570dn | | |
| | Ricoh USA | \$0.00 | N/A | N/A | 14 SP252SF 3 MP C305 5 SP3510DN 4 SP5210DN | No initial cost | Requires 5-Year MPS Maintenance Contract, we pay monthly plus per- page. |
| | Vendor3 | | | | | | |
| | | | | | | | |
| Copiers | | | | | | | |
| | Canon USA Canon | \$111,984.00 | N/A | N/A | 55ppm | | |
| | ImageNet-Gill Samsung | \$71,402.00 | N/A | N/A | 35ppm | | |
| | Ricoh USA Ricoh | \$57,750.00 | N/A | N/A | 45ppm | | 10 Color Copiers 1 B/W Copier |
| | Technifax Konica Minolta | \$81,957.70 | N/A | N/A | 45ppm | +\$250 per copier for secure erase HD | |
| | Zeno Imaging Ricoh | \$67,537.72 | N/A | N/A | 45ppm | | |

Combined Meeting

R3

Meeting Date: 12/09/2014

Department: City Manager

Council Goals: N/A

AGENDA CAPTION:

Presentation and proclamation recognizing Etihad Airways.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

Combined Meeting

R4

Meeting Date: 12/09/2014

Department: Infrastructure- Development Services

Council Goals: N/A

AGENDA CAPTION:

Discussion, consider and take action regarding appointment of up to two members to the Board of Zoning Adjustment.

FINANCIAL IMPACT:

N/A

BACKGROUND:

Lori Ward's third and final term on the Board of Zoning Adjustment will expire on December 11th. This appointment belongs to Council Member DeFrancisco.

Traci Heatherington's third and final term on the Board of Zoning Adjustment will expire on December 11th. This appointment belongs to Council Member Heape.

RECOMMENDATION:

Combined Meeting

R5

Meeting Date: 12/09/2014

Department: Infrastructure- Development Services

Council Goals: Raise property values
Attract new businesses to Addison
Create and implement a Comprehensive Land Use/Revitalization Plan

AGENDA CAPTION:

PUBLIC HEARING Case 1702-Z/Tollway Center. Public hearing, discussion consider and take action regarding an ordinance changing the zoning on property located at 14300 Dallas Parkway, which property is currently zoned PD (Planned Development) through Ordinance 085-001, and provides for an office development of approximately 1,400,000 square feet of office space, from its current zoning to a new PD (Planned Development) in order to provide for an office building of 200,000 square feet, on application from Cawley Partners, represented by Mr. Kim Sutton.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on November 20, 2014, voted to recommend approval of an ordinance changing the zoning on property located at 14300 Dallas Parkway, which property is currently zoned PD (Planned Development) through Ordinance 085-001, and provides for an office development of approximately 1,400,000 square feet of office space, to a new PD (Planned Development) in order to provide for an office building of 200,000 square feet, subject to the following conditions:

- The applicant shall provide the Town official height determination from the FAA (form 7460-1) before a building permit is issued.
- The property owner shall provide an Avigation Easement to the Town prior to the issuance of a building permit for the project.

Voting Aye: Doherty, Groce, Hughes, Oliver, Smith, Wheeler

Voting Nay: none

Absent: Robinson

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

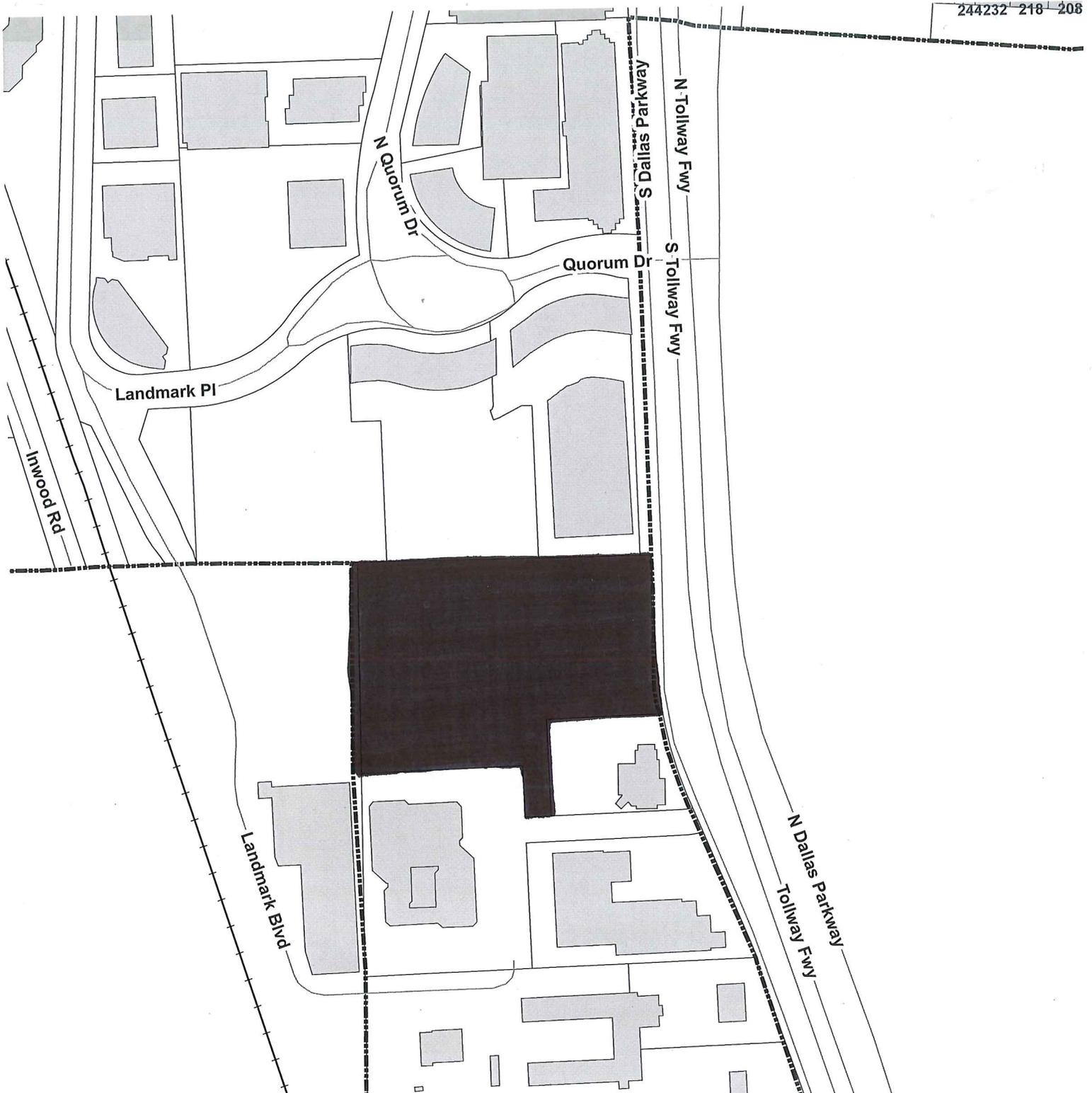
Administration recommends approval.

Attachments

1702-Z Tollway Center Council Packet

1702-Z

PUBLIC HEARING Case 1702-Z/Tollway Center. Public hearing, discussion and consideration of a recommendation regarding an ordinance changing the zoning on property located at 14300 Dallas Parkway, which property is currently zoned PD (Planned Development) through Ordinance 085-001, and provides for an office development of approximately 1,400,000 square feet of office space, to a new PD (Planned Development) in order to provide for an office building of 200,000 square feet, on application from Cawley Partners, represented by Mr. Kim Sutton.





November 14, 2014

STAFF REPORT

RE: Case 1702-Z/Tollway Center

LOCATION: 14300 Dallas Parkway

REQUEST: Approval of an ordinance changing the zoning on property located at 14300 Dallas Parkway, which property is currently zoned PD (Planned Development) through Ordinance 085-001, and provides for an office development of approximately 1,400,000 square feet of office space, to a new PD (Planned Development) in order to provide for an office building of 200,000 square feet, on application from

APPLICANT: Cawley Partners, represented by Mr. Kim Sutton.

DISCUSSION:

Background: The property at 14300 Dallas Parkway is comprised of approximately 10.6 acres of undeveloped land located between Landmark Boulevard and the Dallas North Tollway. The city limit line between Addison and Farmers Branch cuts through the property with approximately 7.3 acres of the site falling within the boundaries of Addison and with 3.3 acres located in Farmers Branch. The site was last zoned in 1985 when it was rezoned from Industrial-1 (I-1) to a Planned Development through ordinance 085-001. The PD contemplated a very ambitious master plan for a complex of seven office towers with approximately 1.4 million total square feet and underground parking. Development was apparently stalled due to the S&L crisis of the mid to late 1980s and the site has sat vacant since.

Staff feels that the 1985 plan is no longer viable for a number of reasons. The market does not currently support the scale or cost of the development proposed in the 1985 Planned Development. Additionally, Landmark Boulevard has since been constructed over a portion of where two of the office buildings would fall. The plan also did not take into consideration height restrictions from Addison Airport that limits building height.

Proposed Plan: The applicant is proposing to construct a 200,000 square foot, six story office building that will have a rooftop conference center and terrace. The ground floor would include a fitness area and café for use by the tenants. This building will be supported by a combination of two levels of structured parking and surface parking.

The plans also show a Phase II building that would mirror the first. This building would be located on the portion of the property in Farmer's Branch, outside the scope of any zoning regulations imposed by Addison. The parking structure, located in Addison and under this PD, will be shared between the two buildings and be constructed in a manner that would allow for 2.5 additional floors to be added when Phase II moves forward.

The site would have access from the west on Landmark Boulevard and from the east on Dallas Parkway. As shown on the proposed site plan, access to the property on the east side (adjacent to the Dallas North Tollway) will be through a driveway near the property's southeast corner. The applicant has, however, represented and indicated to staff that there is a possibility for another (second) point of access (driveway) to the property that would be located at the northeast corner of the property.

Due to driveway spacing requirements, this second driveway would need to be a shared access driveway and is dependent, upon working out an arrangement with the owner of the property to the north. That arrangement would allow for the existing driveway on the property to the north to become an "in only" drive for use by both properties and for the proposed new driveway to be used by both properties as an "out only." But nothing is definite at this time.

The applicant has asked whether or not, in the event the applicant is able to work out the second driveway access, the site plan can be amended without going back through the zoning process. One thought would be for the text of the zoning ordinance to recite the second driveway possibility, identifying its location and width, and that if it can be accomplished, as determined by the zoning administrator, the site plan can be amended to show the second driveway (subject to the zoning administrator's approval) and that the revised site plan, with only that change, will become the site plan for purpose of the ordinance.

Exterior Facades: The plans show a modern design with a variety of building materials, including stone and stucco with aluminum accents. These materials meet the Town's requirements with regards to building materials.

Parking: The Town's parking ratio for office buildings is 1 space per 300 square feet, and thus this building would need to have 667 spaces to meet code. Phase one of the project will provide a total of 814 spaces, well over the code requirement.

Landscaping: The plans have been reviewed and found to comply, for the most part, with the landscape requirements. The remaining issues can be resolved during the construction phase of the project. The plan features a retention area that will be used for landscaping as well as to manage storm water flow. The exact depth and design of the retention area will be determined further into the construction process.

Airport Issues. The building height appears to impede slightly into the approach to Addison Airport. However, this building is of similar height to others along the approach path. The applicant will be required to provide the Town with an official height determination from the FAA before a building permit is issued. The form used to get a height determination is FAA Form 7460-1. Joe McAnally, the Operations Manager at the Airport, can coordinate and provide assistance to the applicant in filing the form with the FAA.

In addition, the property owner will be required to provide an Avigation Easement to the Town prior to the issuance of a building permit for the project.

RECOMMENDATION: APPROVAL

This is one of the final vacant tracts along the Tollway. The Town's goal has been to encourage high density office development along the Tollway corridor. The proposed plan shows a quality development that fits in well with the scale of the adjacent office developments. Staff recommends approval of the new Planned Development subject to the following conditions:

- The applicant shall provide the Town official height determination from the FAA (form 7460-1) before a building permit is issued.
- The property owner shall provide an Avigation Easement to the Town prior to the issuance of a building permit for the project.

Staff would also propose to include language in the zoning ordinance giving the zoning administrator the authority to grant a minor site plan amendment should the applicant work out a shared drive arrangement with the adjacent property owner to allow for a second drive on the northeast corner of the property as indicated in the potential site plan attached to the staff report.

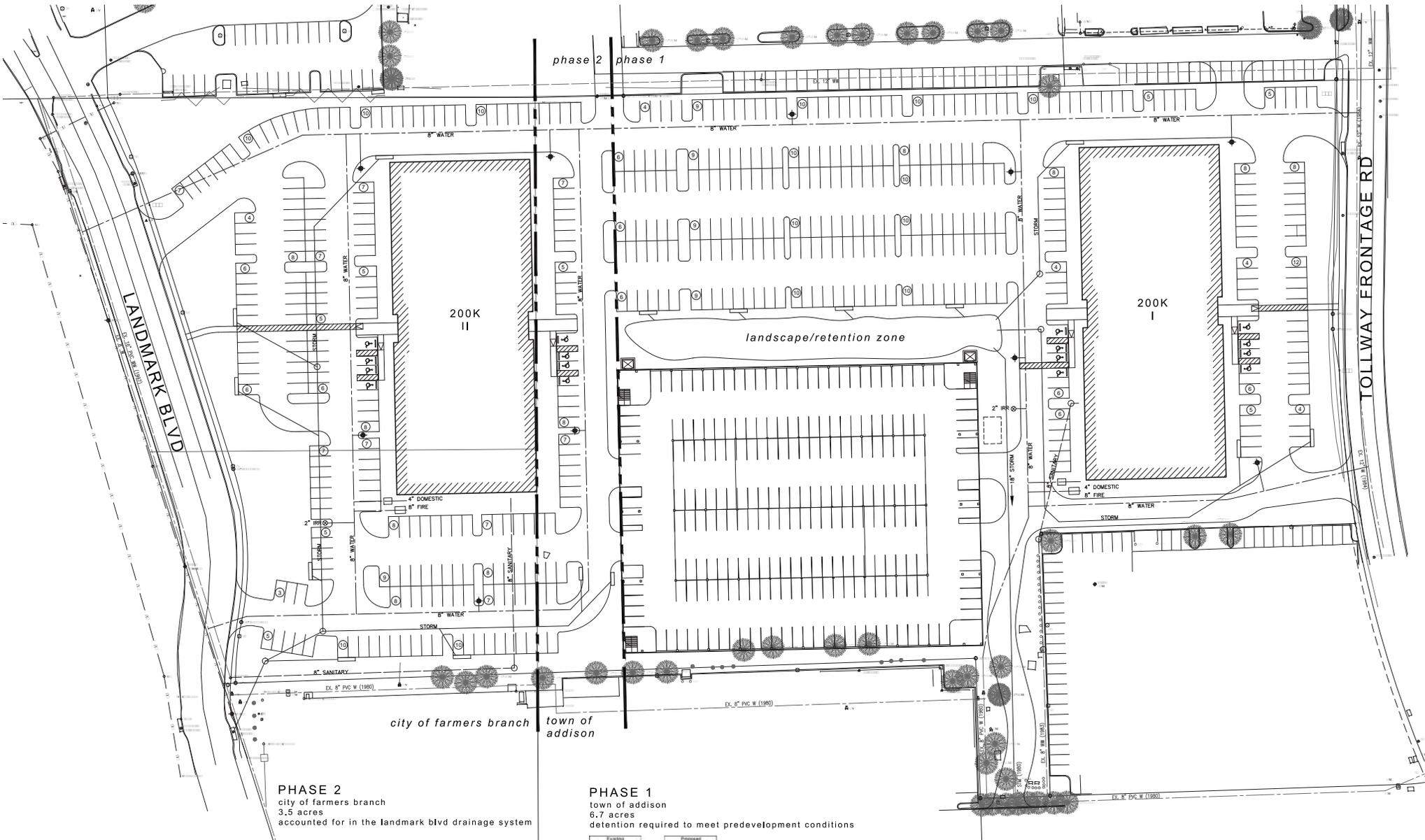
Land Use Analysis

Attributes of Success Matrix

Tollway Center, 14300 Dallas Parkway

1702-Z

| Attribute | Comment | Score |
|-----------------------------|--|-------|
| Competitive | There is a need for additional office development in Addison. This development will accommodate that demand. | |
| Safe | The project will be safe. | |
| Functional | The site plan is functional. Traffic flow would be improved by a shared access drive to the north east of the property. | |
| Visually Appealing | The building will be of a quality modern aesthetic and meets the Town's requirements regarding landscaping. | |
| Supported with Amenities | The plan contemplates several onsite amenities and is supported by the restaurants and hotels in the area. | |
| Environmentally Responsible | | |
| Walkable | The sidewalk is immediately back of curb and the property is not well connected for a pedestrian standpoint to potential destinations. | |
| Overall Assessment | The is a quality office development that fits in well with the adjacent office uses. | |



PHASE 2
 city of farmers branch
 3.5 acres
 accounted for in the landmark blvd drainage system

PHASE 1
 town of addison
 6.7 acres
 detention required to meet predevelopment conditions

| Existing | | | | Proposed | | | |
|----------|----------------|----------------|----------------|----------|----------------|----------------|----------------|
| SW | SW | SW | SW | SW | SW | SW | SW |
| Area | C _d | C _r | C _t | Area | C _d | C _r | C _t |
| 10 | 0.25 | 10 | 10 | 10 | 0.25 | 10 | 10 |
| 10 | 0.25 | 10 | 10 | 10 | 0.25 | 10 | 10 |
| 10 | 0.25 | 10 | 10 | 10 | 0.25 | 10 | 10 |
| 10 | 0.25 | 10 | 10 | 10 | 0.25 | 10 | 10 |

| Time | In | Out | Q _{in} | V _{in} | V _{out} | Storage |
|------|-----------------|-----------------|-----------------|-----------------|------------------|-----------------|
| min | ft ³ | ft ³ |
| 10 | 9.27 | 66.9 | 33539 | 8316 | 24223 | |
| 15 | 7.56 | 48.2 | 43562 | 10460 | 33102 | |
| 20 | 7.05 | 42.5 | 31014 | 13975 | 35039 | |
| 30 | 5.37 | 24.8 | 45028 | 18915 | 42088 | |
| 40 | 4.80 | 26.5 | 70813 | 23261 | 47652 | |
| 50 | 4.30 | 27.1 | 81485 | 27949 | 53536 | |
| 60 | 3.88 | 23.5 | 81793 | 32607 | 51186 | |
| 70 | 3.75 | 22.8 | 84877 | 37265 | 47612 | |
| 80 | 3.75 | 19.5 | 81174 | 41824 | 46250 | |
| 90 | 3.81 | 17.7 | 82801 | 46382 | 46233 | |

PHASE 1+2 PRELIMINARY UTILITY PLAN



WALTER MOORE
 ENGINEERS, ARCHITECTS AND INTERIORS
 1010 N. GULF BLVD., SUITE 1000
 DALLAS, TEXAS 75201
 PHONE: 214.760.1000
 FAX: 214.760.1001
 WWW: WALTERMOORE.COM

POWER

INTERIM REVIEW ONLY
 10.10.2014
 Project No. 14067.100

Case 1702-Z/Tollway Center
November 21, 2014

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on November 20, 2014, voted to recommend approval of an ordinance changing the zoning on property located at 14300 Dallas Parkway, which property is currently zoned PD (Planned Development) through Ordinance 085-001, and provides for an office development of approximately 1,400,000 square feet of office space, to a new PD (Planned Development) in order to provide for an office building of 200,000 square feet, subject to the following conditions:

- The applicant shall provide the Town official height determination from the FAA (form 7460-1) before a building permit is issued.
- The property owner shall provide an Avigation Easement to the Town prior to the issuance of a building permit for the project.

Voting Aye: Doherty, Groce, Hughes, Oliver, Smith, Wheeler

Voting Nay: none

Absent: Robinson

Combined Meeting

R6

Meeting Date: 12/09/2014

Department: Infrastructure- Development Services

Council Goals: Raise property values
Attract new businesses to Addison
Create and implement a Comprehensive Land Use/Revitalization Plan

AGENDA CAPTION:

PUBLIC HEARING Case 1705-SUP/Ida Claire. Public hearing, discussion, consider and take action regarding an ordinance changing the zoning on properties located at 5001 Belt Line Road, which property is currently zoned PD (Planned Development) through Ordinance 091-043 and 5035 Quorum Drive, which property is currently zoned LR (Local Retail) through Ordinance 392, by approving for the properties 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 Front Burner Restaurants, represented by Harold Bernstein of ID Studio 4.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on November 20, 2014, voted to recommend approval of an ordinance changing the zoning on property located at 5001 Belt Line Road, which property is currently zoned PD (Planned Development) through Ordinance 091-043 and 5035 Quorum Drive, which property is currently zoned LR (Local Retail) through Ordinance 392, by approving for the properties 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 applicant shall not use any terms or graphic depictions relating to alcoholic beverages in exterior signage.
- The applicant shall grant the necessary license agreements to install future pedestrian enhancements along Quorum Drive.

Voting Aye: Doherty, Groce, Hughes, Oliver, Smith, Wheeler

Voting Nay: none

Absent: Robinson

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

Administration recommends approval.

Attachments

1705-SUP Ida Claire Council Packet

1705-SUP

PUBLIC HEARING Case 1705-SUP/Ida Claire. Public hearing, discussion and consideration of a recommendation regarding an ordinance changing the zoning on properties located at 5001 Belt Line Road, which property is currently zoned PD (Planned Development) through Ordinance 091-043 and 5035 Quorum Drive, which property is currently zoned LR (Local Retail) through Ordinance 392, by approving for the properties 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 Front Burner Restaurants, represented by Harold Bernstein of ID Studio 4.





September 19, 2014

STAFF REPORT

RE: Case 1705-SUP/Ida Claire

LOCATION: 5001 Belt Line Road

REQUEST: Approval of an ordinance changing the zoning on properties located at 5001 Belt Line Road, which property is currently zoned PD (Planned Development) through Ordinance 091-043 and 5035 Quorum Drive, which property is currently zoned LR (Local Retail) through Ordinance 392, by approving for the properties a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only.

APPLICANT: Front Burner Restaurants, represented by Mr. Harold Bernstein

DISCUSSION:

Background: This property is on the north east corner of Belt Line Road and Quorum Drive. The current building was constructed in 1993 and housed Truluck's Steak and Stone Crab for many years until this location closed in 2013. This property is unique because the majority of the parking for the site is provided on a separate lot, with the parking for the Magic Time Machine in between. While not optimal, this arrangement has functioned reasonably well in the past.

Proposed Plan: The applicant plans to remodel the existing building and add an exterior patio to create a new restaurant concept. The existing building measures at 6,431 square feet. The proposed plan calls for a slight expansion of the building to accommodate a cooler in what is currently the service yard and a 1,432 square foot patio. This will result in the new concept totaling 8,183 square feet. The floor plan shows a good sized kitchen, a bar area and total seating for 249 people.

The applicant is also proposing to have a vintage airstream trailer on the patio modified to accommodate two tables and seating.

Ida Claire is an original concept that is intended to have a southern theme and will feature a menu of fresh food accompanied with herbs and vegetables grown on site.

Exterior Facades: The applicant is proposing to modify the existing facades by removing the current metal accents. The new facades will be primarily brick, but will also feature metal awnings and glass roll up doors along Belt Line Road and by the patio. The eastern elevation will feature eco mesh to allow for vines to grow up the side of the building. The patio will be contained within a brick and wood wall and fence.

Parking: The restaurant will be required to provide parking at a ratio of 1 space per 70 square feet. Given the size of the restaurant, including the patio, they are required to have 116.9 spaces and 117 are provided. The site plan also contemplates an area for bicycle parking.

Landscaping: The applicant is proposing to enhance the existing landscaping on site with a strong buffer surrounding the building and additional landscaping surrounding the off-site parking area. The landscape plan also shows a variety of planters and a small garden where herbs and some vegetables will be grown for use in the restaurant.

Additionally, the applicant has agreed to include several of the elements of the Quorum Art Walk Pedestrian Connectivity Plan endorsed by the City Council. This will result in a wider sidewalk that is pulled away from the back of curb, where possible, with the addition of several tree beds. The applicant has also agreed to grant a license agreement for placing a bus stop matching the design standards shown in the Connectivity Plan and potential public art in front of the parking area to the north. These enhancements, in combination with the improvements contemplated as part of the AMLI development, will greatly improve the pedestrian experience and better tie Addison Circle to uses along Belt Line and South Quorum.

Signs: 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: **APPROVAL**

Ida Claire appears to be a quality concept that will enhance the unique restaurant offerings available in Addison. The proposed enhancements to the building, landscaping and along Quorum will make a strong statement at an important corner of Addison. Staff recommends approval subject to the following conditions:

- The applicant shall not use any terms or graphic depictions relating to alcoholic beverages in exterior signage.
- The applicant shall grant the necessary license agreements to install future pedestrian enhancements along Quorum Drive.

Land Use Analysis

Attributes of Success Matrix

Ida Claire, 5001 Belt Line Road

1705-SUP

| Attribute | Comment | Score |
|-----------------------------|--|-------|
| Competitive | This is a highly trafficked corner for the Town. A restaurant at this location will be competitive. | |
| Safe | The project will be safe. | |
| Functional | This site's function is impacted by its lack of contiguous parking. Pedestrian enhancements will improve this to a certain extent. | |
| Visually Appealing | The building will be renovated and will be nicely landscaped | |
| Supported with Amenities | The restaurant will be supported by the adjacent residential and office uses. | |
| Environmentally Responsible | The site plan calls for pedestrian improvements and cyclical parking. The site will also feature areas for growing herbs and vegetables on site. | |
| Walkable | The pedestrian improvements contemplated in the plan will improve pedestrian connectivity. | |
| Overall Assessment | This is a unique and interesting restaurant concept that should do well at this location. | |

Case 1705-SUP/Ida Claire
November 21, 2014

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on November 20, 2014, voted to recommend approval of an ordinance changing the zoning on property located at 5001 Belt Line Road, which property is currently zoned PD (Planned Development) through Ordinance 091-043 and 5035 Quorum Drive, which property is currently zoned LR (Local Retail) through Ordinance 392, by approving for the properties 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 applicant shall not use any terms or graphic depictions relating to alcoholic beverages in exterior signage.
- The applicant shall grant the necessary license agreements to install future pedestrian enhancements along Quorum Drive.

Voting Aye: Doherty, Groce, Hughes, Oliver, Smith, Wheeler

Voting Nay: none

Absent: Robinson

Combined Meeting

R7

Meeting Date: 12/09/2014

Department: Infrastructure- Development Services

Council Goals: Raise property values
Create and implement a Comprehensive Land Use/Revitalization Plan

AGENDA CAPTION:

PUBLIC HEARING Case 1706-SUP/Snuffer's Restaurant. Public hearing, discussion, consider and take action regarding an ordinance changing the zoning on property located at 4180 Belt Line Road, which property is currently zoned PD (Planned Development) through Ordinance 091-066, 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 Firebird Restaurant Group, represented by Mr. Rob Vadala.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on November 20, 2014, voted to recommend approval of an ordinance changing the zoning on property located at 4180 Belt Line Road, which property is currently zoned PD (Planned Development) through Ordinance 091-066, 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 condition:

- The applicant shall not use any terms or graphic depictions relating to alcoholic beverages in exterior signage.

Voting Aye: Doherty, Groce, Hughes, Oliver, Smith, Wheeler

Voting Nay: none

Absent: Robinson

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

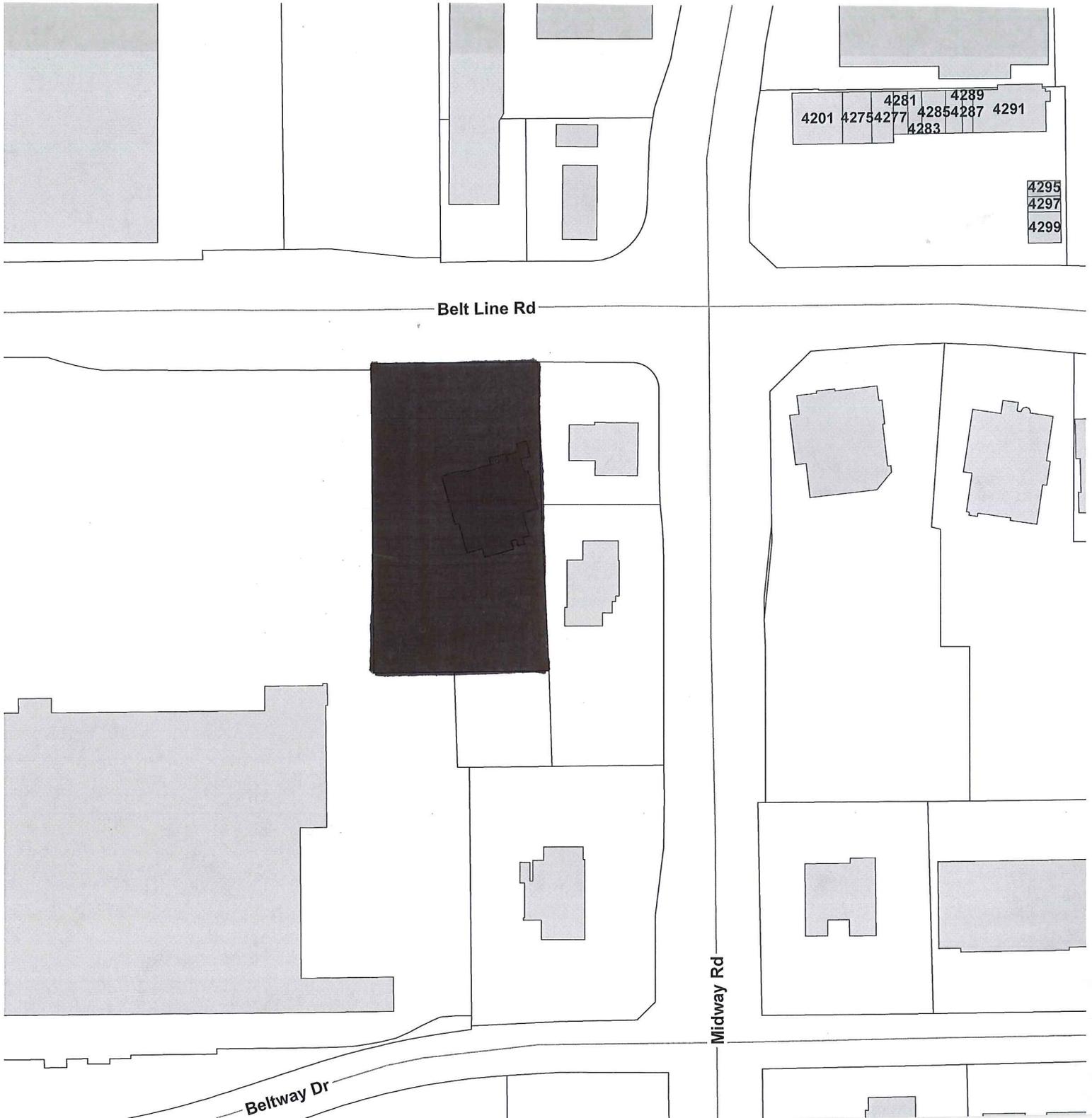
Administration recommends approval.

Attachments

1706-SUP Snuffers Restaurant Council Packet

1706-SUP

PUBLIC HEARING Case 1706-SUP/Snuffer's Restaurant. Public hearing, discussion and consideration of a recommendation regarding an ordinance changing the zoning on property located at 4180 Belt Line Road, which property is currently zoned PD (Planned Development) through Ordinance 091-066, 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 Firebird Restaurant Group, represented by Mr. Rob Vadala.





November 14, 2014

STAFF REPORT

RE: Case 1706-SUP/Snuffer's Restaurant

LOCATION: 4180 Belt Line Road

REQUEST: Approval of an ordinance changing the zoning on properties located at 4180 Belt Line Road, which property is currently zoned PD (Planned Development) through Ordinance 091-066, 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.

APPLICANT: Firebird Restaurant Group, represented by Mr. Rob Vadala

DISCUSSION:

Background: This property is just west of Midway Road on the south side of Belt Line Road. The site was originally part of the Sam's Club property but was sold off and developed into Hoffbroau Steaks in 1994 and later became Duke's Original Road House in 2002. The building has been vacant since 2013. One of the main barriers to redevelopment of this property was the expansive size of the building. At 10,010 square feet, it is too large for what most restaurateurs are looking to operate in today's restaurant business.

Proposed Plan: The applicant is proposing to operate two restaurants out of the building. This will require extensive renovations to split the space with a wall down the center and create two distinct and independent restaurants. Each restaurant will have its own entrance, dining area, kitchen, restrooms and utilities. Snuffer's will relocate from its existing location on Midway Road and occupy the majority of the space with a total area of 5,951 square feet. The remainder of the building will be occupied by Taqueria La Ventana which will be considered separately. Due to parking constraints, the proposed plan will feature a smaller patio than what is currently on the site.

Exterior Facades: The applicant is proposing to make minor modifications to the existing facades that are in compliance with the Town's requirements.

Parking: Previously, this space was permitted to park at the mixed-use ratio of 1 space per 100 square feet because of the cross parking allowed by Sam's Club. Due to the potential redevelopment on the Sam's site, staff feels that this is no longer appropriate and is proposing to apply the 1 space per 70 square feet requirement. As a result, the applicant had to decrease the size of the existing patio. This will lower the number of spaces required and add a row of spaces along the front of the building. As a result, the two concepts together will require 132 parking spaces, which will be provided on the site.

Landscaping: The property is in compliance with most of the current requirements of the landscape code, however, where necessary, the applicant is proposing to make improvements to bring the property into full compliance.

Food Service Code: This restaurant will require the installation of an appropriately sized 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 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: **APPROVAL**

The proposed plan offers a creative solution for reoccupying this restaurant space. Staff recommends approval subject to the following conditions:

- The applicant shall not use any terms or graphic depictions relating to alcoholic beverages in exterior signage.

Land Use Analysis

Attributes of Success Matrix

Snuffer's Restaurant, 4180 Belt Line Road

1706-SUP

| Attribute | Comment | Score |
|-----------------------------|---|-------|
| Competitive | A quality restaurant at this location will be competitive. | |
| Safe | The project will be safe. | |
| Functional | Dividing the space into two restaurants will improve its functionality | |
| Visually Appealing | The plan contemplates minor façade updates and landscaping improvements that will improve the visibility. | |
| Supported with Amenities | The building will be supported by residential and commercial properties in the area. | |
| Environmentally Responsible | Repurposing the existing building is an environmentally responsible approach to redevelopment. | |
| Walkable | The site is somewhat walkable. This will be improved during the Belt Line utility project. | |
| Overall Assessment | Snuffer's has been a good member of Addison's restaurant community. Their proposed plan is an innovative way to reuse the restaurant on this site. | |



Case 1706-SUP/Snuffer's Restaurant
November 21, 2014

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on November 20, 2014, voted to recommend approval of an ordinance changing the zoning on property located at 4180 Belt Line Road, which property is currently zoned PD (Planned Development) through Ordinance 091-066, 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 condition:

- The applicant shall not use any terms or graphic depictions relating to alcoholic beverages in exterior signage.

Voting Aye: Doherty, Groce, Hughes, Oliver, Smith, Wheeler

Voting Nay: none

Absent: Robinson

Combined Meeting

R8

Meeting Date: 12/09/2014

Department: Infrastructure- Development Services

Council Goals: Raise property values
Attract new businesses to Addison
Create and implement a Comprehensive Land Use/Revitalization Plan

AGENDA CAPTION:

PUBLIC HEARING Case 1707-SUP/Taqueria La Ventana. Public hearing, discussion, consider and take action regarding an ordinance changing the zoning on property located at 4180 Belt Line Road, which property is currently zoned PD (Planned Development) through Ordinance 091-066, 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 Firebird Restaurant Group, represented by Mr. Rob Vadala.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on November 20, 2014, voted to recommend approval of an ordinance changing the zoning on property located at 4180 Belt Line Road, which property is currently zoned PD (Planned Development) through Ordinance 091-066, 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 condition:

- The applicant shall not use any terms or graphic depictions relating to alcoholic beverages in exterior signage.

Voting Aye: Doherty, Groce, Hughes, Oliver, Smith, Wheeler

Voting Nay: none

Absent: Robinson

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

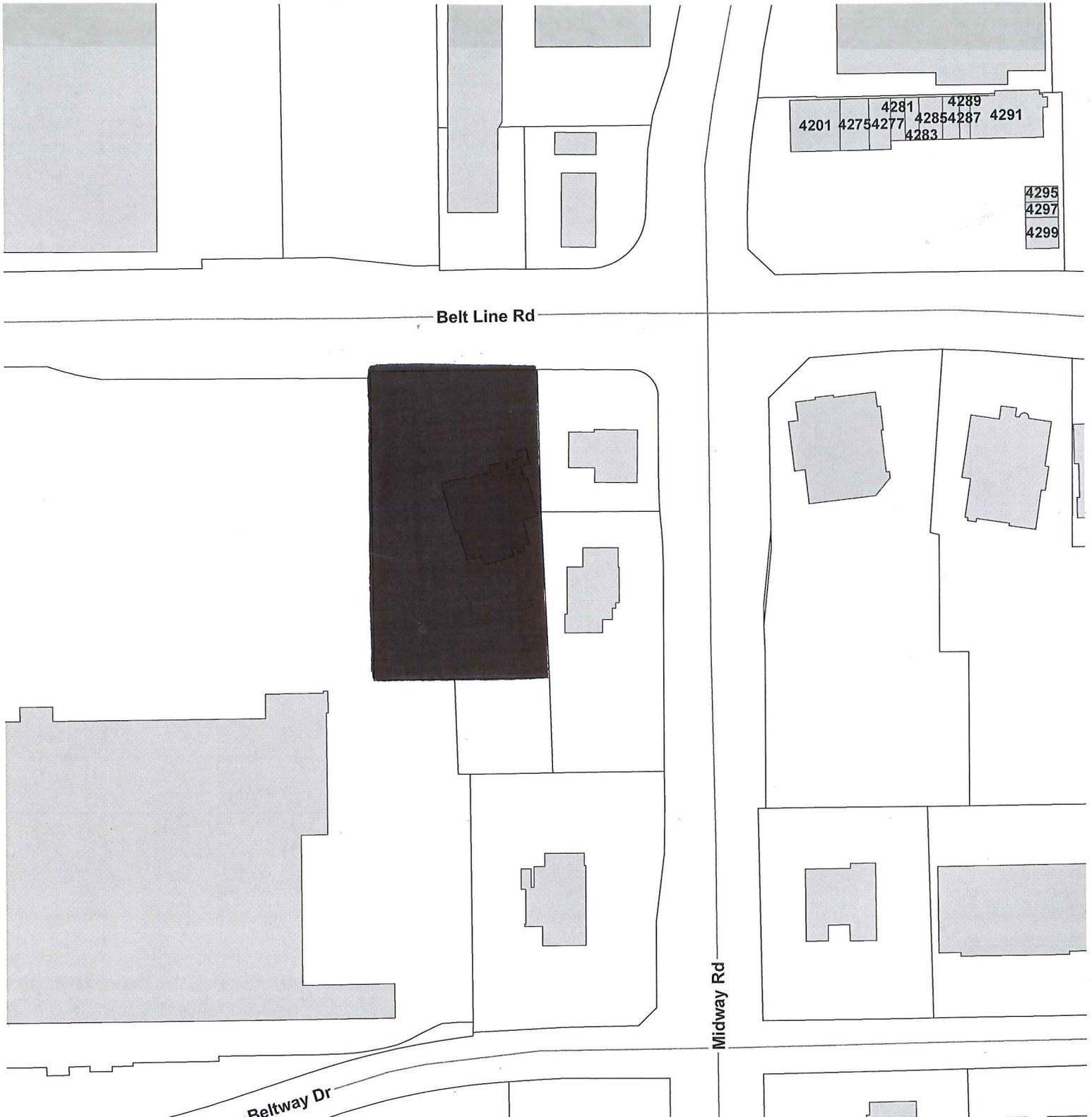
Administration recommends approval.

Attachments

1707-SUP Taqueria La Ventana Council Packet

1707-SUP

PUBLIC HEARING Case 1707-SUP/Taqueria La Ventana. Public hearing, discussion and consideration of a recommendation regarding an ordinance changing the zoning on property located at 4180 Belt Line Road, which property is currently zoned PD (Planned Development) through Ordinance 091-066, 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 Firebird Restaurant Group, represented by Mr. Rob Vadala.





November 14, 2014

STAFF REPORT

RE: Case 1707-SUP/Taqueria La Ventana

LOCATION: 4180 Belt Line Road

REQUEST: Approval of an ordinance changing the zoning on properties located at 4180 Belt Line Road, which property is currently zoned PD (Planned Development) through Ordinance 091-066, 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.

APPLICANT: Firebird Restaurant Group, represented by Mr. Rob Vadala

DISCUSSION:

Background: This property is just west of Midway Road on the south side of Belt Line Road. The site was originally part of the Sam's Club property but was sold off and developed into Hoffbroau Steaks in 1994 and later became Duke's Original Road House in 2002. The building has been vacant since 2013. One of the main barriers to redevelopment of this property was the expansive size of the building. At 10,010 square feet, it is too large for what most restaurateurs are looking to operate in today's restaurant business.

Proposed Plan: The applicant is proposing to operate two restaurants out of the building. This will require extensive renovations to split the space with a wall down the center and create two distinct and independent restaurants. Each restaurant will have its own entrance, dining area, kitchen, restrooms and utilities. Taqueria La Ventana will occupy a total of 3,289 square feet and include a patio along the western side of the building.

Taqueria La Ventana is a casual taco concept that has one other location located in Downtown Dallas on McKinney Avenue.

Exterior Facades: The applicant is proposing to make minor modifications to the existing facades that are in compliance with the Town's requirements.

Parking: Previously, this space was permitted to park at the mixed-use ratio of 1 space per 100 square feet because of the cross parking allowed by Sam's Club. Due to the potential redevelopment on the Sam's site, staff feels that this is no longer appropriate and is proposing to apply the 1 space per 70 square feet requirement. As a result, the applicant had to decrease the size of the existing patio. This will lower the number of spaces required and add a row of spaces along the front of the building. As a result, the two concepts together will require 132 parking spaces, which will be provided on the site.

Landscaping: The property is in compliance with most of the current requirements of the landscape code, however, where necessary, the applicant is proposing to make improvements to bring the property into full compliance. Staff does have some concern about the slope of the landscape bed around La Ventana's entrance. This is not a zoning issue and can be worked out during the construction phase of the project.

Food Service Code: This restaurant will require the installation of an appropriately sized 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 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: **APPROVAL**

The proposed plan offers a creative solution for reoccupying this restaurant space. Staff recommends approval subject to the following conditions:

- The applicant shall not use any terms or graphic depictions relating to alcoholic beverages in exterior signage.

Land Use Analysis

Attributes of Success Matrix

Taqueria La Ventana, 4180 Belt Line Road

1707-SUP

| Attribute | Comment | Score |
|-----------------------------|---|-------|
| Competitive | A quality restaurant at this location will be competitive. | |
| Safe | The project will be safe. | |
| Functional | Dividing the space into two restaurants will improve its functionality | |
| Visually Appealing | The plan contemplates minor façade updates and landscaping improvements that will improve the visibility. | |
| Supported with Amenities | The building will be supported by residential and commercial properties in the area. | |
| Environmentally Responsible | Repurposing the existing building is an environmentally responsible approach to redevelopment. | |
| Walkable | The site is somewhat walkable. This will be improved during the Belt Line utility project. | |
| Overall Assessment | La Ventana is a new concept for Addison. The proposed plan is an innovative way to reuse the existing restaurant on this site. | |

Case 1707-SUP/Taqueria La Ventana
November 21, 2014

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on November 20, 2014, voted to recommend approval of an ordinance changing the zoning on property located at 4180 Belt Line Road, which property is currently zoned PD (Planned Development) through Ordinance 091-066, 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 condition:

- The applicant shall not use any terms or graphic depictions relating to alcoholic beverages in exterior signage.

Voting Aye: Doherty, Groce, Hughes, Oliver, Smith, Wheeler

Voting Nay: none

Absent: Robinson

Combined Meeting

R9

Meeting Date: 12/09/2014

Department: Infrastructure- Development Services

Council Goals: Raise property values
Create and implement a Comprehensive Land Use/Revitalization Plan
Infrastructure improvement and maintenance
Fully integrate the Arts as part of our brand
Promote Sustainability

AGENDA CAPTION:

PUBLIC HEARING Case 1701-Z/AMLI Addison. Public hearing, discussion, consider and take action regarding an ordinance changing the zoning on property located at 5015 Spectrum Drive, which property is currently zoned C-1 (Commercial-1) District, from its current zoning to PD (Planned Development) District in order to provide for multi-family residential use and limited retail uses, and approval of development plans, on application from AMLI Residential, represented by Mr. Taylor Bowen.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on November 20, 2014, voted to recommend approval of an ordinance changing the zoning on property located at 5015 Spectrum Drive, which property is currently zoned C-1, (Commercial-1) District, to PD (Planned Development) District in order to provide for multi-family residential use and limited retail uses, and approval of development plans, subject to no conditions.

Voting Aye: Doherty, Groce, Hughes, Oliver, Wheeler

Voting Nay: Smith

Absent: Robinson

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

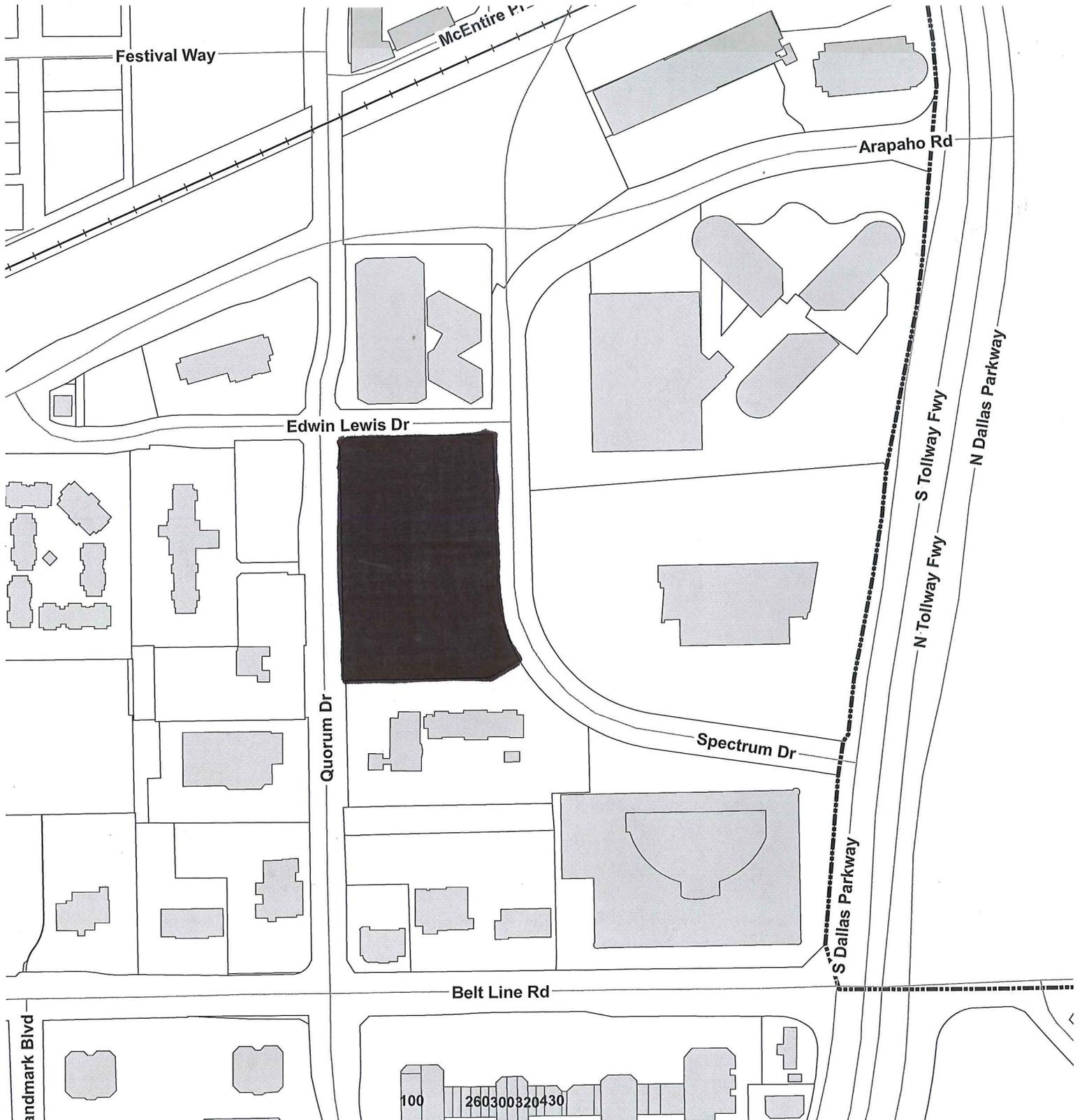
Administration recommends approval.

Attachments

1701-Z AMLI Addison Council Packet

1701-Z

PUBLIC HEARING Case 1701-Z/AMLI Addison. Public hearing, discussion and consideration of a recommendation regarding an ordinance changing the zoning on property located at 5015 Spectrum Drive, which property is currently zoned C-1 (Commercial-1) District to PD (Planned Development) District in order to provide for multi-family residential use and limited retail uses, and approval of development plans, on application from AMLI Residential, represented by Mr. Taylor Bowen.





November 14, 2014

STAFF REPORT

RE: Case 1701-Z/AMLI Addison

LOCATION: 5015 Spectrum Drive

REQUEST: Approval of a change in zoning from C-1 (Commercial-1) District to PD (Planned Development) District in order to provide for multi-family residential use, and limited retail uses with approval of development plans

APPLICANT: AMLI Residential, represented by Mr. Taylor Bowen

DISCUSSION:

Background. Historically, this 5 acre site was used for industrial operations associated with Dow Chemical prior to the construction of Quorum Drive. The site is currently owned by the Hotel Intercontinental and is used as an unimproved overflow parking area. The Intercontinental has made arrangements with the office buildings adjacent to the hotel to use their parking garages as necessary and no longer needs this property.

The site is zoned Commerical-1 which allows for a variety of retail, retail/service/showroom, and office uses. However, it does not allow any type of residential use.

Due to the previous industrial activities on the site, the Texas Commission on Environmental Quality (TCEQ) prohibited residential use on the site; however the applicant has conducted a series of environmental tests that show that conditions on the site no longer necessitate such restrictions. The TCEQ reviewed the study findings and issued a Certificate of Completion on October 31, 2014 removing the prohibition on residential uses. (See attached.)

Proposed Plan. The applicant is proposing a four story building wrapping a 6 level parking garage (5 stories above grade). There would also be two large interior courtyards with pools and other outdoor amenity spaces for the residents.

The development will be comprised of units ranging in size from efficiency units at 548 square feet to two-bedroom units of 1,220 square feet. The average unit size is 818 square feet. The breakdown of units proposed is as follows:

| | |
|--------------------|------------|
| Efficiency Units | 25 |
| 1-Bedroom Units | 227 |
| 2-Bedroom Units | 97 |
| Total Units | 349 |

This applicant is not proposing any retail uses within the project at this time, but staff is recommending some limited retail (LR-Local Retail) uses be incorporated into the zoning district so that if at some point in the future there is demand, then it can be added into the building without requiring a zoning change. Additionally, the applicant has agreed to create living units that can be easily converted to retail, if needed.

The ground level units to the north, west, and south provide stoops and street level access directly to the units. This will further enhance the street level activity. Elevation changes limit the ability to achieve this to the east.

Facades. The plans feature a variety of building materials for the exterior facades including stone, brick veneer, stucco, and steel. This is well above the Town's standard requirement of 80% masonry construction.

Parking. The plan provides a total of 571 parking spaces. 548 of these are in the garage and will remain with AMLI. By Addison's standard of one space per bedroom, the building would require 446 spaces, thus the development exceeds the standard requirement by 102 spaces.

The plan also includes the addition of 23 on-street parallel parking spots that will become public parking. There are also two areas reserved for loading and unloading zones.

Landscaping. The landscape plan shows that the developer is proposing to mimic the requirements found in the UC (Urban Center) zoning district for Addison Circle along Quorum Drive and Edwin Lewis Drive. This will provide for wide sidewalks and planting beds with trees. Additionally, the developer is proposing to upgrade the landscape within the Quorum Drive median.

Although, the development provides less open space than is generally required for projects in Addison, it is in keeping with the scale of development in Addison Circle. Instead, the developer has agreed to include several of the elements of the Quorum Art Walk Pedestrian Connectivity Plan endorsed by the City Council at the developer's cost. This includes the dedication of 15 feet along the south side of the property and construction of an east/west public trail that will improve access from the Hotel Intercontinental to the restaurants along Quorum and Belt Line. This also includes spaces for public art and a proposed bus stop matching the design standards shown in

the Connectivity Plan. These improvements advance the Town's progress towards achieving the vision established in the plan at very little cost to the Town and enhance the pedestrian connection between Addison Circle, uses along Belt Line Road, and the office buildings along Quorum.

Utilities. Currently, the sanitary sewer line that would service this site is undersized to handle the demand from this use. Sanitary sewer enhancements will be necessary to accommodate development on this site and on additional sites downstream. AMLI is proposing to make the necessary improvements to service this use. Should this be approved, the Town is proposing to use this opportunity to partner with AMLI to conduct additional enhancements along the line that will provide sufficient capacity to service future development that is contemplated in the area.

RECOMMENDATION: APPROVAL

As it is currently, the site is not achieving its highest and best use. Staff believes that multi-family is an appropriate use for this site and will allow the property to achieve its highest and best use.

Multi-family is a complementary use to the adjacent uses that will provide additional housing for the office uses and customers, including on nights and weekends, for the restaurants and retailers in the area in an easily walkable environment. The Quorum North Business Association has protective covenants on all properties within their area that require the support of two-thirds of the property owners before a new use is approved. This plan has been presented to the Quorum North Business Association, and has received their unanimous endorsement, with the Town abstaining.

AMLI is a quality multi-family residential developer. Several of the design features will add vibrancy along Quorum Drive and improve the pedestrian experience in this corridor, and, for the first time, create welcoming connections between Addison Circle, the Hotel Intercontinental and the restaurants and businesses along Belt Line Road.

Staff recommends approval of the applicant's request, subject to no conditions.

Land Use Analysis

Attributes of Success Matrix

AMLI Addison

1701-Z

| Attribute | Comment | Score |
|-----------------------------|---|-------|
| Competitive | The site is currently not achieving its highest and best use. The proposed development will enhance the competitiveness of this site. | |
| Safe | The project will be safe. This use and the design of this development will add street level activity, especially on the nights and weekends, further improving safety. | |
| Functional | This is a functional use for the proposed use and will improve pedestrian access and add parking in the area. | |
| Visually Appealing | The facades exceed the masonry requirements for the Town and the design will be visually appealing. | |
| Supported with Amenities | The site is in a very amenity-rich area with easy access to both Addison Circle and the uses along Belt Line. | |
| Environmentally Responsible | AMLI is committed to sustainable design and will include several sustainability features including recycling. | |
| Walkable | The project is extremely walkable and advances progress towards achieving the vision established in the Quorum Art Walk Pedestrian Connectivity Plan. | |
| Overall Assessment | This is a quality development that will be a benefit to the Town and the adjacent property owners and will further enhance the connection between Addison Circle , Belt Line and South Quorum. | |



Case 1701-Z/AMLI Addison
November 21, 2014

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on November 20, 2014, voted to recommend approval of an ordinance changing the zoning on property located at 5015 Spectrum Drive, which property is currently zoned C-1, (Commerical-1) District, to PD (Planned Development) District in order to provide for multi-family residential use and limited retail uses, and approval of development plans, subject to no conditions.

Voting Aye: Doherty, Groce, Hughes, Oliver, Wheeler
Voting Nay: Smith
Absent: Robinson

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Zak Covar, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

October 31, 2014

Mr. Rim A. Hindieh
Dallas Investment Corp
c/o Rolaco Services, Inc.
P.O. Box 7
Roslyn Heights, NY 11577-0007

Re: Certificate of Completion (COC) for 5015 Spectrum Drive, Addison, Dallas County, Texas; Voluntary Cleanup Program (VCP) No. 2660; Customer No. 604551630; Regulated Entity No. RN 107205627

Dear Mr. Hindieh:

The Texas Commission on Environmental Quality (TCEQ) has reviewed the September 10, 2014 report entitled *Affected Property Assessment Report*, as well as other requested information. Based on this review, the TCEQ has determined that the site has attained Texas Risk Reduction Program Remedy Standard A residential land use standards for all evaluated exposure pathways in accordance with 30 Texas Administrative Code §350.32. Therefore, the TCEQ issues the enclosed final COC. The TCEQ records for this site will be maintained at the Central Records office of the TCEQ in Austin, Texas.

Please be aware that there may be outstanding charges reflecting TCEQ oversight activities that may still be forthcoming. You may contact Mr. Pete Silkworth of my staff with any questions or comments you have at (512) 239-0053.

Sincerely,

A handwritten signature in black ink, appearing to read "Maria Lebron".

Maria Lebron, Assistant Director
Remediation Division

ML/PS/ del

cc: Mr. Patrick Johnson, W&M Environmental Group, Inc., pjohnson@wh-m.com
Mr. Sam Barrett, Waste Section Manager, TCEQ Region 4 Office, Fort Worth/Dallas

Enclosure: COC

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



VOLUNTARY CLEANUP PROGRAM
FINAL CERTIFICATE OF COMPLETION

This Final Certificate of Completion (Certificate) supersedes the Certificate issued on November 19, 2001 and applies to the tract of land described in Exhibit "A", attached hereto and incorporated herein by reference.

As provided in Section 361.609 of the Texas Health and Safety Code:

I, Maria Lebron, Assistant Director, Remediation Division, TCEQ, certify as follows:

Response actions have been completed for VCP No. 2660 as of October 24, 2014, for the tract of land described in Exhibit "A" so that the tract is acceptable for residential land use.

This certification is based on the Affidavit of Completion of Response Actions (Exhibit "B"), attached hereto and incorporated herein by reference, and on additional site information in TCEQ files.

The following persons are qualified to obtain the protection from liability described in Section 361.610 of the Texas Health and Safety Code :

- 1) An applicant who on the date of submittal of an application to the Voluntary Cleanup Program was not a responsible party under Sections 361.271 or 361.275(g) of the Texas Health and Safety Code; and
2) All persons (e.g., future owners, future lessees, future operators and lenders) who on the date of issuance of this Certificate were not responsible parties under Sections 361.271 or 361.275(g) of the Texas Health and Safety Code.

Further information concerning this matter may be found at the TCEQ Central File Room in Building E, Room 103, 12100 Park 35 Circle, Austin, Texas 78753 under Voluntary Cleanup Program No. 2660.

EXECUTED this the 31 day of October, 2014

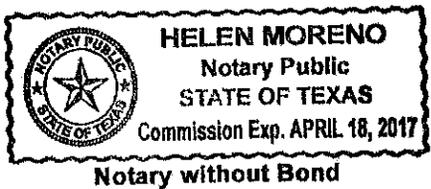
[Signature of Maria Lebron]

Maria Lebron, Assistant Director
Remediation Division

STATE OF TEXAS
TRAVIS COUNTY

BEFORE ME, on this the 31st day of October, 2014, personally appeared, Maria Lebron, Assistant Director, Remediation Division, of the Texas Commission on Environmental Quality, known to me to be a representative of said commission whose name is subscribed to the foregoing instrument and she acknowledged to me that she executed the same for the purposes and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 31st day of October, 2014



[Signature of Helen Moreno]

Notary Public in and for the State of Texas

EXHIBIT "B"
Affidavit of Completion of Response Actions
VCP No. 2660

BEFORE ME, the undersigned authority, on this day personally appeared Rim Antoine Hindieh, as an authorized representative of Dallas Investment Corporation, known to me to be the person whose name is subscribed below who being by me first duly sworn, upon their oath, stated as follows:

I am over the age of 18 and legally competent to make this affidavit. I have personal knowledge of the facts stated herein.

Dallas Investment Corporation (Applicant) has completed response actions pursuant to Chapter 361, Subchapter S, Texas Health and Safety Code, at the tract of land described in Exhibit "A" to this certificate that pertains to 5015 Spectrum Drive (Site), VCP No. 2660 located at 5015 Spectrum Dr., Addison, Dallas County, Texas. The Site was owned by Dallas Investment Corporation at the time the application to participate in the Voluntary Cleanup Program was filed. The Applicant has submitted and received approval from the Texas Commission on Environmental Quality (TCEQ) Remediation Division on all plans and reports required by the Voluntary Cleanup Agreement. The plans and reports were prepared using a prudent degree of inquiry of the Site consistent with accepted industry standards to identify all hazardous substances, waste and contaminated media of regulatory concern. The response actions for the Site have achieved standards acceptable for residential land use as determined by the TCEQ.

The response actions substantially eliminated present or future risk to public health and safety and to the environment from releases and threatened releases of hazardous substances and/or contaminants at or from the Site. The Applicant has not acquired this certificate of completion by fraud, misrepresentation or knowing failure to disclose material information. Further information concerning the response action at this Site may be found in the final report at the central office of the TCEQ under VCP No. 2660.

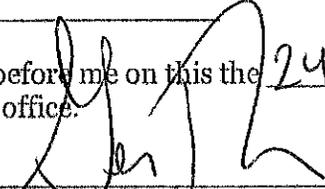
The preceding is true and correct to the best of my knowledge and belief.

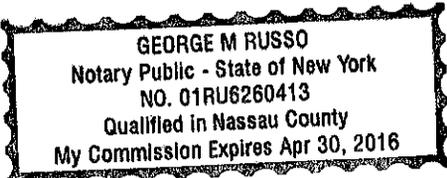
Applicant

(Signature)
RIM ANTOINE HINDIEH
(Printed Name)
PRESIDENT
(Title)

STATE OF NY
COUNTY OF NASSAU

SUBSCRIBED AND SWORN before me on this the 24 day of October 2014,
to which witness my hand and seal of office.


Notary Public in and for the State of NY





November 19, 2014

Commissioners,

A question has been asked regarding the occupancy rates of the existing apartment communities in Addison. The table below provides the requested information. Please let me know if you have any additional questions.

| Property Name | Address | Units | Year Built | Occupancy |
|---------------------------------|------------------------|-------|------------|-----------|
| Talisker of Addison | 3925 Vitruvian Way | 188 | 1975 | 98% |
| Addison Park | 14600 Marsh Ln | 212 | 1978 | 91% |
| Springhaven | 3820 Spring Valley Rd | 184 | 1978 | 98% |
| Bent Tree Brook | 4820 Westgrove Dr | 248 | 1978 | 94% |
| Garden Oaks | 4005 Vitruvian Way | 181 | 1978 | 98% |
| Bent Tree Oaks | 4815 Westgrove Dr | 196 | 1978 | 93% |
| Shadowood | 14500 Marsh Ln | 184 | 1978 | 97% |
| Clipper Pointe | 4015 Vitruvian Way | 260 | 1978 | 98% |
| Wyndward Addison | 3721 Spring Valley Rd | 136 | 1978 | 96% |
| Bent Tree Fountains | 16400 Ledgemont Ln | 184 | 1979 | 92% |
| Glenwood | 3800 Spring Valley Rd | 168 | 1979 | 98% |
| Bent Tree Trails | 16300 Ledgemont Ln | 202 | 1981 | 95% |
| Bent Tree Park | 4500 Sojourn Dr | 496 | 1984 | 93% |
| Walnut Square | 4051 Beltway Dr | 57 | 1995 | 100% |
| Waterford Court | 14700 Marsh Ln | 196 | 1995 | 95% |
| Camden Addison | 17200 Westgrove Dr | 456 | 1996 | 95% |
| Post Addison Circle | 5009 Addison Cir Dr | 1,334 | 1997 | 97% |
| 15777 Quorum | 15777 Quorum Dr | 414 | 2008 | 96% |
| Allegro Addison Circle I | 15750 Spectrum Dr | 272 | 2009 | 92% |
| Savoye at Vitruvian Park I & II | 3850 Vitruvian Way | 739 | 2009/2011 | 95% |
| Fiori at Vitruvian Park | 3990 Vitruvian Way | 391 | 2012 | 93% |
| Addison Keller Springs | 4800 Keller Springs Rd | 353 | 2013 | 88% |
| Allegro Addison Circle II | 15750 Allegro Place | 121 | 2013 | 93% |

AMLI Addison

Addison



Dallas

AMLI on Maple



AMLI RESIDENTIAL

Town of Addison
Planning & Zoning
November 20, 2014



AMLI at the Ballpark

Frisco



Dallas

AMLI Quadrangle

AMLI'S NATIONAL FOOTPRINT

SEATTLE
2 COMMUNITIES
426 UNITS
4 DEVELOPMENTS
836 UNITS

DENVER
5 COMMUNITIES
1,775 UNITS
4 DEVELOPMENTS
1,011 UNITS

CHICAGO
6 COMMUNITIES
2,694 UNITS
4 DEVELOPMENTS
1,261 UNITS

NEW JERSEY
1 COMMUNITY
149 UNITS

CALIFORNIA
5 COMMUNITIES
1,737 UNITS
4 DEVELOPMENTS
1,613 UNITS

ATLANTA
9 COMMUNITIES
4,017 UNITS
6 DEVELOPMENTS
2,274 UNITS

**AMLI RELOCATED
ITS REGIONAL HQ TO
ADDISON IN 2007.**

DALLAS
10 COMMUNITIES
2,790 UNITS
4 DEVELOPMENTS
1,736 UNITS

HOUSTON
6 COMMUNITIES
2,445 UNITS

AUSTIN
7 COMMUNITIES
1,709 UNITS
2 DEVELOPMENTS
509 UNITS

FLORIDA
2 COMMUNITIES
452 UNITS
2 DEVELOPMENT
625 UNITS

 **AMLI HEADQUARTERS**
 **REGIONAL OFFICES**



53
PROPERTIES

18,000
UNITS

+9,800
UNDER DEVELOPMENT

30
YEARS

AMLI ADDISON: ENTITLEMENT HISTORY

- AMLI relocated its regional office to Addison in 2007 and has been seeking a development opportunity in Addison for years. We are currently under contract to purchase +/- 4.973 acres at the southeast corner of Quorum Drive and Edwin Lewis Drive for a proposed +/-350-unit Class A+ luxury rental multifamily community. The Property was originally zoned for commercial use with the Town of Addison. **AMLI is requesting to rezone the Property from Commercial into a new Planned Development (PD)** with the Town of Addison. We have been working with Staff since Oct '13, and **Staff supports our rezoning request.**



ADDITIONAL LAND ENCUMBRANCES

Quorum North Association

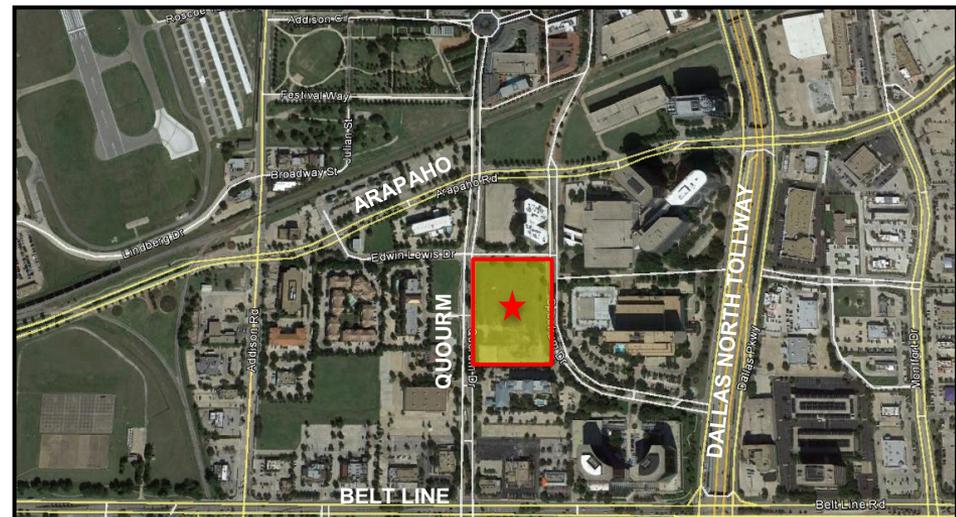
- The Quorum North Association (QNA) deed restrictions only allow for commercial and hotel uses on the property. Subject to rezoning approval, the QNA has amended the deed restriction to allow our multifamily use. **The votes received were unanimously in favor of the rezoning request.** Additionally, the Seller has deed restricted the land to prevent hotel use.

Environmental

- AMLI obtained a revised **Certification of Completion from TCEQ allowing residential use.** This is a higher environmental standard than the previous TCEQ certification.

FAA

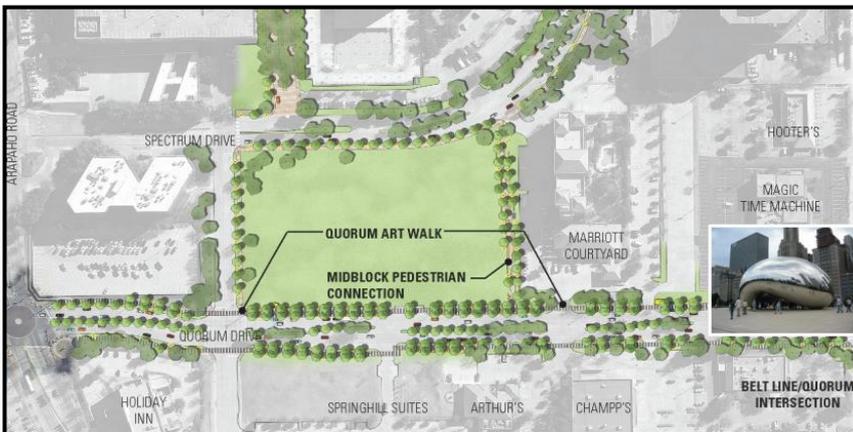
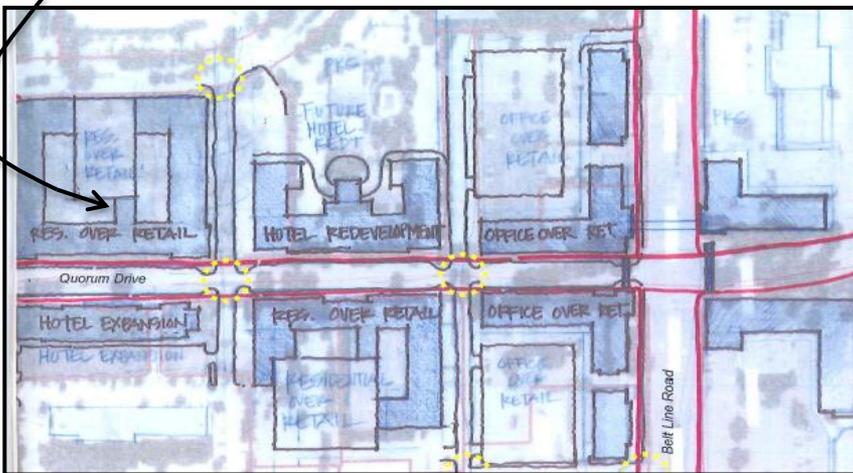
- The property is located just outside of Addison Airport's noise contour, as dictated by the FAA. This means **residential is allowed on the site**, but the building height is limited to 75 feet or less. Our building is approximately 60 feet tall.



AMLI ADDISON: TOWN BENEFITS

Addison's Strategic Vision Plan

- The Town has developed a Vision Plan to enhance the walkability from Addison Circle to Belt Line. AMLI Addison is the key link between the existing restaurants and retail to the south on Belt Line and Addison Circle and the DART Transit Center to the north. Further, the strategic plan for Addison originally contemplated multifamily residential on this site (as shown below in the plan from the Pedestrian Charrette prepared by DesignWorkshop in Mar '13).



The subject property is an important component of the Town's Quorum Art Walk connecting South Quorum to North Quorum (shown above).

Pedestrian Connectivity / Landscape Enhancements

- In addition to the existing landscape requirements, per the Urban Center zoning and Quorum streetscape standards, AMLI is providing the following additional enhancements which are over-and-above what is required.
 - Landscape improvements in the median along Quorum
 - Two pieces of public art
 - Bus stop for DART on Quorum
 - Residential "stoops" along Quorum to activate the streetscape.
 - Required 10' setback along south property line has been increased to 15' to provide a wider public sidewalk and critical east/west connection.
 - Enhanced streetscape including sidewalk with pavers and medium canopy trees to provide shade.



Above is a photo of Quorum Drive looking north today along with a rendering the Town of Addison prepared as part of their Vision Plan for North Quorum.

Traffic & Parking

- The Intercontinental Hotel has a parking agreement with adjacent properties and can fully support the hotel parking without use of the subject property.
- Traffic generated by office use has a greater impact on the already congested Tollway frontage road and Belt Line.
- AMLI traffic during peak hours is 158% less than office traffic in the morning (179 MF trips vs 461 office) and 105% less in the afternoon (217 MF trips vs 444 office).
- AMLI only needs 550 spaces versus 1,500+ spaces to support a similar sized 300,000 sf office building.

AMLI ADDISON: TOWN BENEFITS

Housing Stock

- Due to limited housing stock, Addison has one of the highest job to population densities in the U.S with only 14,000 residents and a daytime population of over 100,000. AMLI Addison will provide professionals working in the area with a housing option closer to work. We have numerous letters from local businesses supporting our proposed use.

Available Office Land

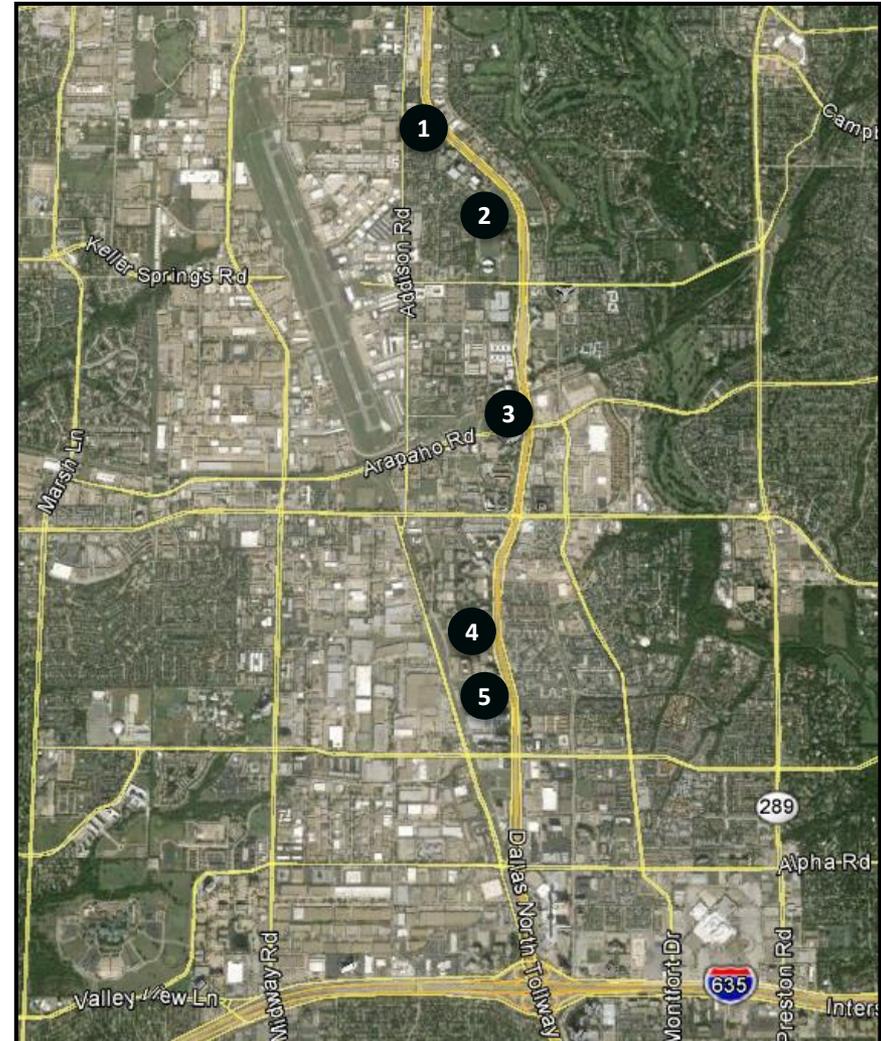
- There are over 70 acres of vacant office land along the Dallas North Tollway. A new office development will be very challenging without access and visibility from the Tollway. (see map to right)
- Office rents along Quorum and Spectrum are much lower than the Tollway, and are even lower than AMLI's pro forma apartment rent. These rents do not support development of a new office building.
 - 15301 Spectrum: \$16/sf per year (\$1.33/sf)
 - 14901 Quorum: \$17/sf per year (\$1.42/sf)
 - 16301 Quorum: \$19/sf per year (\$1.56/sf)
- According to JLL, office rent growth since 2Q10 has only been 1.9% in Addison while the surrounding far North Dallas and LBJ Freeway employment areas have seen 10.1% and 6.1% increases, respectively.

Sanitary Sewer Improvements

- The existing sanitary sewer system is over peak capacity in some locations. AMLI has funded the engineering required to design the sanitary improvements and determine the cost to increase the sewer capacity. AMLI will fund a greater percentage of the cost (based on AMLI's estimated usage) to construct approximately 1,400 linear feet of new sanitary sewer to support both the proposed development and any future development on the land to the north, including the Town-owned land.

Taxes

- The raw land is currently assessed by DCAD at \$2.4M. The proposed \$50M development will increase the total property tax by \$1.3M, and the Town of Addison's property taxes collected will increase more than \$300K per year.



OFFICE SITES:

- | | |
|------------------------------|-----------------------------|
| 1. Gen Cap Partners: 12 ac | 4. Crescent Realty: 11.5 ac |
| 2. Mary Kay: 28 ac | 5. Ewing Family: 16 |
| 3. Champion Partners: 3.5 ac | |

AMLI ADDISON: PROJECT DETAILS

- # Units: +/- 350 Units
- Average Unit Size: 880 SF
- Unit Mix: 72% 1BR / 28% 2BR
- Parking Required: 446 Spaces
- Parking Provided: 571 Total Spaces
(548 spaces in a 5-level garage & 23 surface spaces)
The parking garage is fully wrapped by apartments with entrances and exits off Quorum & Spectrum
- Building Type: 4-Story Wrap, Wood Frame Building
- LEED Certification: Designed to qualify for LEED Certification (Gold or Silver)
- Average Rent: \$1,400/month (\$1.58/sf)
- Rent Range: \$1,000/month to \$1,850/month
- Timing:

| | |
|---|------|
| Commence Construction: | 1Q15 |
| 1 st Certificate of Occupancy: | 1Q17 |
| Final Completion & Stabilization: | 1Q18 |
- Streetscape: Active Streetscape with Enhanced Sidewalk Pavers, Street Trees, Public Art, Bus Stop, Lighting & Stoops
- Target Demographic: Millennial / young professional (24-34 years old) and some empty nesters with average household income of \$60,000 to \$65,000.



AMLI ADDISON: LANDSCAPE PLAN



Public art (conceptual image)



Additional 5' setback along south property line to provide a public sidewalk and critical east/west connection.



Bus stop for DART along Quorum

Public art

Residential "stoops" along Quorum

Landscape improvements in the median along Quorum

AMLI ADDISON: RENDERING

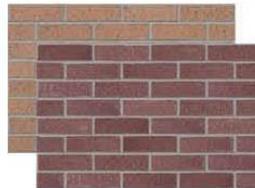


AMLI - Addison



AMLI ADDISON: EXTERIOR MATERIALS

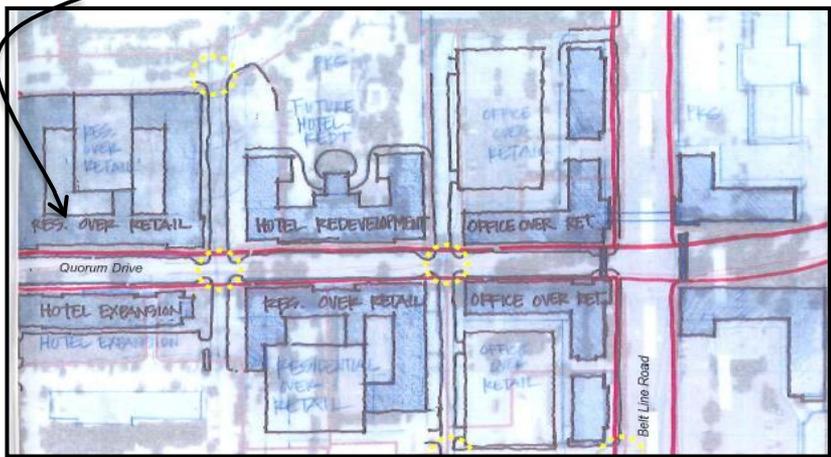
AMLI Addison



REZONING REQUEST: WHY AMLI ADDISON

Addison's Strategic Vision Plan

Multifamily is part of Addison's strategic vision plan.



Traffic & Parking

Seller has parking agreements with adjacent property owners. Multifamily development requires less parking than office.

Better Connectivity & Landscape Enhancements

Enhances walkability & links Beltline to Addison Circle. Pocket park, east-west connection, public art, bus stop & median improvements.



Quorum Drive looking north today along with a rendering the Town of Addison prepared as part of their Vision Plan for North Quorum.

Sanitary System

Fund and construct off-site sanitary improvements, which will benefit the Town-owned land.

Environmental Improvements

Obtained Certificate of Completion for residential standard from TCEQ. AMLI will obtain LEED certification.

Local Support

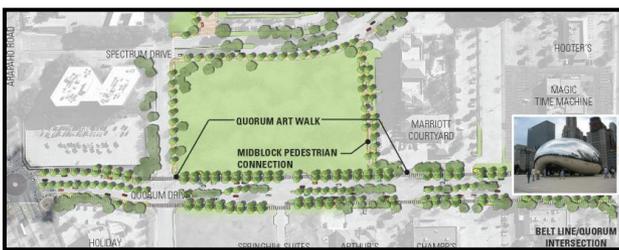
Quorum North Association unanimously supports our rezoning, and we have received numerous letters of support from local businesses.

Increased Taxes

The AV will increase by approximately \$50M, generating \$1.3M additional tax revenue.

Highest & Best Land Use is Multi Family

Staff supports and recommends our MF use.



The property is an important component of the Town's Quorum Art Walk connecting South Quorum to North Quorum (shown above).

AMLI ADDISON: PROJECT SUPPORT LETTERS

AMLI ADDISON: PROJECT SUPPORT LETTER

To: Town of Addison
Re: AMLI Addison Rezoning Request
Town of Addison,

We feel that AMLI Residential's proposed multifamily community will benefit the Town of Addison and its businesses. AMLI Addison is the crucial link between Addison Circle and Belt Line, and AMLI's planned streetscape enhancements will greatly improve the pedestrian experience from Belt Line to Addison Circle and the Tollway to Quorum. Additionally, in order to maintain and continue attracting businesses to the Town, Addison needs more quality housing options for professionals working in the area. We also expect AMLI's residents to support local business by frequently dining and shopping at nearby restaurants and retail stores.

This letter serves to confirm our support of AMLI Addison and their rezoning application for a new Class A rental multifamily community at Quorum & Edwin Lewis.



Sincerely, *Joselyn*
Name *OWNEY*
Title *MAY DRAGON*
Company *11-7-14*
Date

AMLI ADDISON: PROJECT SUPPORT LETTER

To: Town of Addison
Re: AMLI Addison Rezoning Request
Town of Addison,

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This letter serves to confirm our support of AMLI Addison and their rezoning application for a new Class A rental multifamily community at Quorum & Edwin Lewis.



Sincerely, *DOUG WRIGHT*
Name *GENERAL MANAGER*
Title *LAZARANDA MODERN KITCHEN & TEQUILA*
Company *11/7/14*
Date

AMLI ADDISON: PROJECT SUPPORT LETTER

To: Town of Addison
Re: AMLI Addison Rezoning Request
Town of Addison,

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This letter serves to confirm our support of AMLI Addison and their rezoning application for a new Class A rental multifamily community at Quorum & Edwin Lewis.



Sincerely, _____
Name *Lon Kye*
Title *manager*
Company *Kobe Steaks*
Date *11/13/2014*

AMLI ADDISON: PROJECT SUPPORT LETTER

To: Town of Addison
Re: AMLI Addison Rezoning Request
Town of Addison,

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This letter serves to confirm our support of AMLI Addison and their rezoning application for a new Class A rental multifamily community at Quorum & Edwin Lewis.



Sincerely, *Cross Haislip*
Name *Manager*
Title *Kenny's Woodfire Grill*
Company *11/7/14*
Date

AMLI ADDISON: PROJECT SUPPORT LETTERS

AMLI ADDISON: PROJECT SUPPORT LETTER

To: Town of Addison
Re: AMLI Addison Rezoning Request
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This letter serves to confirm our support of AMLI Addison and their rezoning application for a new Class A rental multifamily community at Quorum & Edwin Lewis.



Sincerely,
A Campbell
Name
General Manager
Title
Tgi Fridays #0552
Company
11/13/2014
Date

AMLI ADDISON: PROJECT SUPPORT LETTER

To: Town of Addison
Re: AMLI Addison Rezoning Request
Town of Addison,

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This letter serves to confirm our support of AMLI Addison and their rezoning application for a new Class A rental multifamily community at Quorum & Edwin Lewis.



Sincerely,
Christy
Name
Asst. Manager
Title
Jimmy John's
Company
11/7/14
Date

AMLI ADDISON: PROJECT SUPPORT LETTER

To: Town of Addison
Re: AMLI Addison Rezoning Request
Town of Addison,

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This letter serves to confirm our support of AMLI Addison and their rezoning application for a new Class A rental multifamily community at Quorum & Edwin Lewis.



Sincerely,
Drew Stewart
Name
B.W.
Title
Buffalo Wild Wings
Company
11-5-14
Date

AMLI ADDISON: PROJECT SUPPORT LETTER

To: Town of Addison
Re: AMLI Addison Rezoning Request
Town of Addison,

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This letter serves to confirm our support of AMLI Addison and their rezoning application for a new Class A rental multifamily community at Quorum & Edwin Lewis.



Sincerely,
Rita Brown
Name
Assistant Manager
Title
Potbelly
Company
11-11-14
Date

AMLI ADDISON: PROJECT SUPPORT LETTERS

AMLI ADDISON: PROJECT SUPPORT LETTER

To: Town of Addison

Re: AMLI Addison Rezoning Request

Town of Addison,

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This letter serves to confirm our support of AMLI Addison and their rezoning application for a new Class A rental multifamily community at Quorum & Edwin Lewis.



Sincerely,
Drana Megdon
Name
General Manager
Title
Smashburger
Company
11/3/14
Date

AMLI ADDISON: PROJECT SUPPORT LETTER

To: Town of Addison

Re: AMLI Addison Rezoning Request

Town of Addison,

We feel that AMLI Residential's proposed multifamily community will benefit the Town of Addison and its businesses. AMLI Addison is the crucial link between Addison Circle and Belt Line, and AMLI's planned streetscape enhancements will greatly improve the pedestrian experience from Belt Line to Addison Circle and the Tollway to Quorum. Additionally, in order to maintain and continue attracting businesses to the Town, Addison needs more quality housing options for professionals working in the area. We also expect AMLI's residents to support local business by frequently dining and shopping at nearby restaurants and retail stores.

This letter serves to confirm our support of AMLI Addison and their rezoning application for a new Class A rental multifamily community at Quorum & Edwin Lewis.



Sincerely,
[Signature]
Name
General Manager
Title
Havana Village
Company
11/13/14
Date

AMLI ADDISON: PROJECT SUPPORT LETTER

To: Town of Addison

Re: AMLI Addison Rezoning Request

Town of Addison,

We feel that AMLI Residential's proposed multifamily community will benefit the Town of Addison and its businesses. AMLI Addison is the crucial link between Addison Circle and Belt Line, and AMLI's planned streetscape enhancements will greatly improve the pedestrian experience from Belt Line to Addison Circle and the Tollway to Quorum. Additionally, in order to maintain and continue attracting businesses to the Town, Addison needs more quality housing options for professionals working in the area. We also expect AMLI's residents to support local business by frequently dining and shopping at nearby restaurants and retail stores.

This letter serves to confirm our support of AMLI Addison and their rezoning application for a new Class A rental multifamily community at Quorum & Edwin Lewis.



Sincerely,
[Signature]
Name
Bacci's Pizzeria
Title
Manager
Company
11/7/14
Date

AMLI ADDISON: PROJECT SUPPORT LETTER

To: Town of Addison

Re: AMLI Addison Rezoning Request

Town of Addison,

We feel that AMLI Residential's proposed multifamily community will benefit the Town of Addison and its businesses. AMLI Addison is the crucial link between Addison Circle and Belt Line, and AMLI's planned streetscape enhancements will greatly improve the pedestrian experience from Belt Line to Addison Circle and the Tollway to Quorum. Additionally, in order to maintain and continue attracting businesses to the Town, Addison needs more quality housing options for professionals working in the area. We also expect AMLI's residents to support local business by frequently dining and shopping at nearby restaurants and retail stores.

This letter serves to confirm our support of AMLI Addison and their rezoning application for a new Class A rental multifamily community at Quorum & Edwin Lewis.



Sincerely,
Vanessa Cruz
Name
Manager
Title
Taco Diner Merowd.
Company
11/12/14
Date

AMLI ADDISON: PROJECT SUPPORT LETTERS

AMLI ADDISON: PROJECT SUPPORT LETTER

To: Town of Addison
Re: AMLI Addison Rezoning Request
Town of Addison,

We feel that AMLI Residential's proposed multifamily community will benefit the Town of Addison and its businesses. AMLI Addison is the crucial link between Addison Circle and Belt Line, and AMLI's planned streetscape enhancements will greatly improve the pedestrian experience from Belt Line to Addison Circle and the Tollway to Quorum. Additionally, in order to maintain and continue attracting businesses to the Town, Addison needs more quality housing options for professionals working in the area. We also expect AMLI's residents to support local business by frequently dining and shopping at nearby restaurants and retail stores.

This letter serves to confirm our support of AMLI Addison and their rezoning application for a new Class A rental multifamily community at Quorum & Edwin Lewis.



Sincerely,
Terrance Grand
Name
Manager
Title
On the Border
Company
11/11/14
Date

AMLI ADDISON: PROJECT SUPPORT LETTER

To: Town of Addison
Re: AMLI Addison Rezoning Request
Town of Addison,

We feel that AMLI Residential's proposed multifamily community will benefit the Town of Addison and its businesses. AMLI Addison is the crucial link between Addison Circle and Belt Line, and AMLI's planned streetscape enhancements will greatly improve the pedestrian experience from Belt Line to Addison Circle and the Tollway to Quorum. Additionally, in order to maintain and continue attracting businesses to the Town, Addison needs more quality housing options for professionals working in the area. We also expect AMLI's residents to support local business by frequently dining and shopping at nearby restaurants and retail stores.

This letter serves to confirm our support of AMLI Addison and their rezoning application for a new Class A rental multifamily community at Quorum & Edwin Lewis.



Sincerely,
Kate Anderson
Name
General Manager
Title
Pei Wei Asian Diner
Company
11-11-14
Date

AMLI ADDISON: PROJECT SUPPORT LETTER

To: Town of Addison
Re: AMLI Addison Rezoning Request
Town of Addison,

We feel that AMLI Residential's proposed multifamily community will benefit the Town of Addison and its businesses. AMLI Addison is the crucial link between Addison Circle and Belt Line, and AMLI's planned streetscape enhancements will greatly improve the pedestrian experience from Belt Line to Addison Circle and the Tollway to Quorum. Additionally, in order to maintain and continue attracting businesses to the Town, Addison needs more quality housing options for professionals working in the area. We also expect AMLI's residents to support local business by frequently dining and shopping at nearby restaurants and retail stores.

This letter serves to confirm our support of AMLI Addison and their rezoning application for a new Class A rental multifamily community at Quorum & Edwin Lewis.



Sincerely,
Rudy Delgado
Name
Pres
Title
THE Quarter Bar & Gr. '11
Company
11/11/14
Date

AMLI ADDISON: PROJECT SUPPORT LETTER

To: Town of Addison
Re: AMLI Addison Rezoning Request
Town of Addison,

We feel that AMLI Residential's proposed multifamily community will benefit the Town of Addison and its businesses. AMLI Addison is the crucial link between Addison Circle and Belt Line, and AMLI's planned streetscape enhancements will greatly improve the pedestrian experience from Belt Line to Addison Circle and the Tollway to Quorum. Additionally, in order to maintain and continue attracting businesses to the Town, Addison needs more quality housing options for professionals working in the area. We also expect AMLI's residents to support local business by frequently dining and shopping at nearby restaurants and retail stores.

This letter serves to confirm our support of AMLI Addison and their rezoning application for a new Class A rental multifamily community at Quorum & Edwin Lewis.



Sincerely,
Trey Woodley
Name
Manager
Title
Outback Steakhouse
Company
11/11/2014
Date

AMLI ADDISON: PROJECT SUPPORT LETTERS

AMLI ADDISON: PROJECT SUPPORT LETTER

To: Town of Addison
Re: AMLI Addison Rezoning Request

Town of Addison,

We feel that AMLI Residential's proposed multifamily community will benefit the Town of Addison and its businesses. AMLI Addison is the crucial link between Addison Circle and Belt Line, and AMLI's planned streetscape enhancements will greatly improve the pedestrian experience from Belt Line to Addison Circle and the Tollway to Quorum. Additionally, in order to maintain and continue attracting businesses to the Town, Addison needs more quality housing options for professionals working in the area. We also expect AMLI's residents to support local business by frequently dining and shopping at nearby restaurants and retail stores.

This letter serves to confirm our support of AMLI Addison and their rezoning application for a new Class A rental multifamily community at Quorum & Edwin Lewis.



Sincerely,
Brian Bobringer
Name
VP
Title
Behringer
Company
9/22/14
Date

From: Childs, Telecta
Sent: Tuesday, August 19, 2014 5:11 PM
To: Bowen, Taylor
Subject: Fwd: ATTN TAMMY: AMLI Letter
Importance: High

Please see below

Sent from my Samsung Galaxy S4

----- Original message -----

From: tammany
Date: 08/19/2014 4:42 PM (GMT-06:00)
To: "Childs, Telecta"
Subject: FW: ATTN TAMMY: AMLI Zoning Letter

To whom it may concern,

We operate two companies in the Addison area. We feel strongly that more housing developments by AMLI will be beneficial to the growth of The City of Addison. There is a real need for more quality housing. Please consider zoning available property for this development.

Sincerely,



tammany stern | PRESIDENT AND CEO | 214.727.6325 cell | 972.789.1689 c



AMLI ADDISON: PROJECT SUPPORT LETTER

To: Town of Addison
Re: AMLI Addison Rezoning Request

Town of Addison,

We feel that AMLI Residential's proposed multifamily community will benefit the Town of Addison and its businesses. AMLI Addison is the crucial link between Addison Circle and Belt Line, and AMLI's planned streetscape enhancements will greatly improve the pedestrian experience from Belt Line to Addison Circle and the Tollway to Quorum. Additionally, in order to maintain and continue attracting businesses to the Town, Addison needs more quality housing options for professionals working in the area. We also expect AMLI's residents to support local business by frequently dining and shopping at nearby restaurants and retail stores.

This letter serves to confirm our support of AMLI Addison and their rezoning application for a new Class A rental multifamily community at Quorum & Edwin Lewis.

Sincerely,
Steve Hooggen
Name
President
Title
Steve Hooggen Addson LLC
Company
8-29-14
Date

AMLI ADDISON: PROJECT SUPPORT LETTER

To: Town of Addison
Re: AMLI Addison Rezoning Request

Town of Addison,

We feel that AMLI Residential's proposed multifamily community will benefit the Town of Addison and its businesses. AMLI Addison is the crucial link between Addison Circle and Belt Line, and AMLI's planned streetscape enhancements will greatly improve the pedestrian experience from Belt Line to Addison Circle and the Tollway to Quorum. Additionally, in order to maintain and continue attracting businesses to the Town, Addison needs more quality housing options for professionals working in the area. We also expect AMLI's residents to support local business by frequently dining and shopping at nearby restaurants and retail stores.

This letter serves to confirm our support of AMLI Addison and their rezoning application for a new Class A rental multifamily community at Quorum & Edwin Lewis.

Sincerely,
NABILA HAEFAR
Name
President
Title
BiAc Group PDE COMPANY
Company
8-28-2014
Date

AMLI ADDISON: QUORUM NORTH ASSOCIATION LAND USE

**FIRST AMENDMENT TO
AMENDED AND RESTATED DECLARATIONS AND
RESTRICTIVE COVENANT AGREEMENT**

This First Amendment to Amended and Restated Declarations and Restrictive Covenant Agreement (this "Amendment") is made as of the ___ day of _____, 2014 by and among the Members signing this Amendment (collectively, the "Member Parties").

RECITALS:

A. DAON-TEXAS, as Declarant, executed those certain Protective Covenants for Quorum North dated January 3, 1980 and recorded January 8, 1980, in Volume 80005, Page 3073 of the Real Property Records of Dallas County, Texas (the "Original Declaration"), covering certain real property consisting of Quorum North, an addition to the City of Addison, Dallas County, Texas, according to the subdivision plat recorded in Volume 80005, Page 1768, of the Map Records of Dallas County, Texas; and

B. Pursuant to the Original Declaration, Declarant caused to be incorporated Quorum North Protective Corporation, a Texas non-profit corporation (the "Corporation"), and delegated and assigned to the Corporation the powers of maintaining certain common utility facilities, certain areas dedicated to the public, and landscape areas, enforcing the restrictions set forth in the Original Declaration, and collecting and disbursing the assessments and charges created by the Original Declaration; and

C. At least 66²/₃% of the Members executed that certain Amended and Restated Declarations and Restrictive Covenant Agreement dated March 23, 2006 and recorded December 14, 2006 under Clerk's File No. 200600462590, Real Property Records of Dallas County, Texas (the "Declaration"); and

D. AMLI Residential Partners, LLC, a Delaware limited liability company, or its assigns ("AMLI") has entered into an agreement for the purchase of approximately 4.97348 acres out of Block 3 of Quorum North, as more particularly described on Exhibit A attached hereto and made a part hereof (the "AMLI Tract"); and

E. The Member Parties, deeming it desirable and in the best interest of all Owners of the Lots, desire to amend the Declaration to allow AMLI to develop the AMLI Tract for multi-family residential use as set forth in this Amendment; and

F. The Member Parties signing this Amendment collectively have the right to vote more than 66²/₃% of the votes of the Members, the requisite amount necessary to amend the Declaration pursuant to Section 9.02 thereof; and

G. All capitalized terms that are not defined herein shall have the meanings assigned to such terms in the Declaration.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member Parties hereby amend the Declaration as follows:

1. Use of Lots. The use plan for Quorum North referenced in Article VI(a) of the Declaration, was omitted from the version of the Declaration recorded in the Real Property Records of Dallas County, Texas. Accordingly, the use plan for Quorum North attached to this Amendment as Exhibit B shall be deemed Exhibit B to the Declaration for all purposes.

2. Use of AMLI Tract. Notwithstanding anything to the contract set forth in the Declaration, including, without limitation, the provisions of Article VI and Article VII thereof, but subject to and conditioned upon the acquisition of the AMLI Tract by AMLI, the AMLI Tract may be developed and

used for a residential development of up to 360 multi-family rental units and such amenities and facilities serving same, including without limitation, an outdoor swimming pool and/or tennis courts for the use of the residents of such development, as permitted by the rezoning of the AMLI Tract to Urban Center ("UC") or Planned Development ("PD") as submitted by AMLI and finally and unconditionally approved by the Addison City Council (the "Rezoning").

3. Architectural Approval. Notwithstanding anything to the contract set forth in the Declaration, including, without limitation, the provisions of Article VII thereof, but subject to and conditioned upon the acquisition of the AMLI Tract by AMLI, all buildings, structures, parking lots, fences and other improvements constructed on the AMLI Tract in accordance with the site plan, landscaping plan, floor plan and elevations approved by the Addison City Council and/or any the Addison Planning and Zoning Commission (the "Approved Development Plans") shall be deemed to (a) have been approved by the Architectural Control Committee under the Declaration; and (b) comply with all covenants and restrictions set forth in Article VII of the Declaration. So long as the AMLI Tract is developed by AMLI in accordance with the Approved Development Plans, no further submittals, requests for variances, or approvals shall be required under the Declaration with respect to the initial development of the AMLI Tract.

4. Original Declaration Superseded. The Declaration was intended to amend, restate and supersede the Original Declaration from and after the date thereof; therefore, the Original Declaration is deemed terminated and of no further force or effect.

5. Authority and Agreement of Member Parties. Each person and entity executing this Amendment represents that it is, on the date hereof, a Member in good standing with voting rights under the Declaration and the Owner of the Net Acreage of the Property set forth next to such Member's signature. Each Member Party executing this Amendment supports the proposed Rezoning of the AMLI Tract and deems the proposed Rezoning to be consistent with the stated objectives of the Declaration and in the best interest of all Owners and the Neighborhood in general.

6. Counterparts. This Amendment may be executed in multiple counterparts, which, when taken together, shall constitute one instrument.

7. Ratification. The Declaration, as amended by this Amendment, is ratified and confirmed and shall continue in full force and effect in accordance with its original terms and provisions except as described herein.

Quorum North Association Members

| | | |
|---|----------|---------------------|
| • Colonnade (Fortis) | 21.4235% | Supports MF zoning |
| • Hotel Intercontinental | 19.2186% | Supports MF zoning |
| • Spectrum Center: (Granite) | 13.0195% | Supports MF zoning |
| • Quorum N. Office (Billingsley) | 4.9933% | Supports MF zoning |
| • Millennium Group – Ph I (Gaedeke Group) | 5.5113% | Supports MF zoning |
| • Champion Partners – Ph II | 5.9246% | Supports MF zoning |
| • Wynne/Jackson – Ph III | 2.3423% | Supports MF zoning |
| • Hotel Intercontinental Land | 8.6733% | Supports MF zoning |
| • Marriott Courtyard | 7.9547% | Supports MF zoning |
| • Town of Addison | 10.9389% | Abstained from vote |



AMLI ADDISON: TCEQ REVISED CERTIFICATION

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Zak Covar, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

October 31, 2014

Mr. Rim A. Hindieh
Dallas Investment Corp
c/o Rolaco Services, Inc.
P.O. Box 7
Roslyn Heights, NY 11577-0007

Re: Certificate of Completion (COC) for 5015 Spectrum Drive, Addison, Dallas County, Texas; Voluntary Cleanup Program (VCP) No. 2660; Customer No. 604551630; Regulated Entity No. RN 107205627

Dear Mr. Hindieh:

The Texas Commission on Environmental Quality (TCEQ) has reviewed the September 10, 2014 report entitled *Affected Property Assessment Report*, as well as other requested information. Based on this review, the TCEQ has determined that the site has attained Texas Risk Reduction Program Remedy Standard A residential land use standards for all evaluated exposure pathways in accordance with 30 Texas Administrative Code §350.32. Therefore, the TCEQ issues the enclosed final COC. The TCEQ records for this site will be maintained at the Central Records office of the TCEQ in Austin, Texas.

Please be aware that there may be outstanding charges reflecting TCEQ oversight activities that may still be forthcoming. You may contact Mr. Pete Silkworth of my staff with any questions or comments you have at (512) 239-0053.

Sincerely,

Maria Lebron, Assistant Director
Remediation Division

ML/PS/ del

cc: Mr. Patrick Johnson, W&M Environmental Group, Inc., pjohnson@wh-m.com
Mr. Sam Barrett, Waste Section Manager, TCEQ Region 4 Office, Fort Worth/Dallas

Enclosure: COC

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



VOLUNTARY CLEANUP PROGRAM FINAL CERTIFICATE OF COMPLETION

This Final Certificate of Completion (Certificate) supersedes the Certificate issued on November 19, 2001 and applies to the tract of land described in Exhibit "A", attached hereto and incorporated herein by reference. This Certificate and the related protection described herein apply solely to releases at the tract of land described in Exhibit "A" prior to the execution date of this Certificate. This Certificate shall be a covenant that runs with the land.

As provided in Section 361.609 of the Texas Health and Safety Code:

I, Maria Lebron, Assistant Director, Remediation Division, TCEQ, certify as follows:

Response actions have been completed for VCP No. 2660 as of October 24, 2014, for the tract of land described in Exhibit "A" so that the tract is acceptable for residential land use.

This certification is based on the Affidavit of Completion of Response Actions (Exhibit "B"), attached hereto and incorporated herein by reference, and on additional site information in TCEQ files.

The following persons are qualified to obtain the protection from liability described in Section 361.610 of the Texas Health and Safety Code:

- 1) An applicant who on the date of submittal of an application to the Voluntary Cleanup Program was not a responsible party under Sections 361.271 or 361.275(g) of the Texas Health and Safety Code; and
- 2) All persons (e.g., future owners, future lessees, future operators and lenders) who on the date of issuance of this Certificate were not responsible parties under Sections 361.271 or 361.275(g) of the Texas Health and Safety Code.

Further information concerning this matter may be found at the TCEQ Central File Room in Building E, Room 103, 12100 Park 35 Circle, Austin, Texas 78753 under Voluntary Cleanup Program No. 2660.

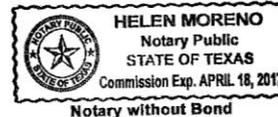
EXECUTED this the 31 day of October, 2014

Maria Lebron, Assistant Director
Remediation Division

STATE OF TEXAS
TRAVIS COUNTY

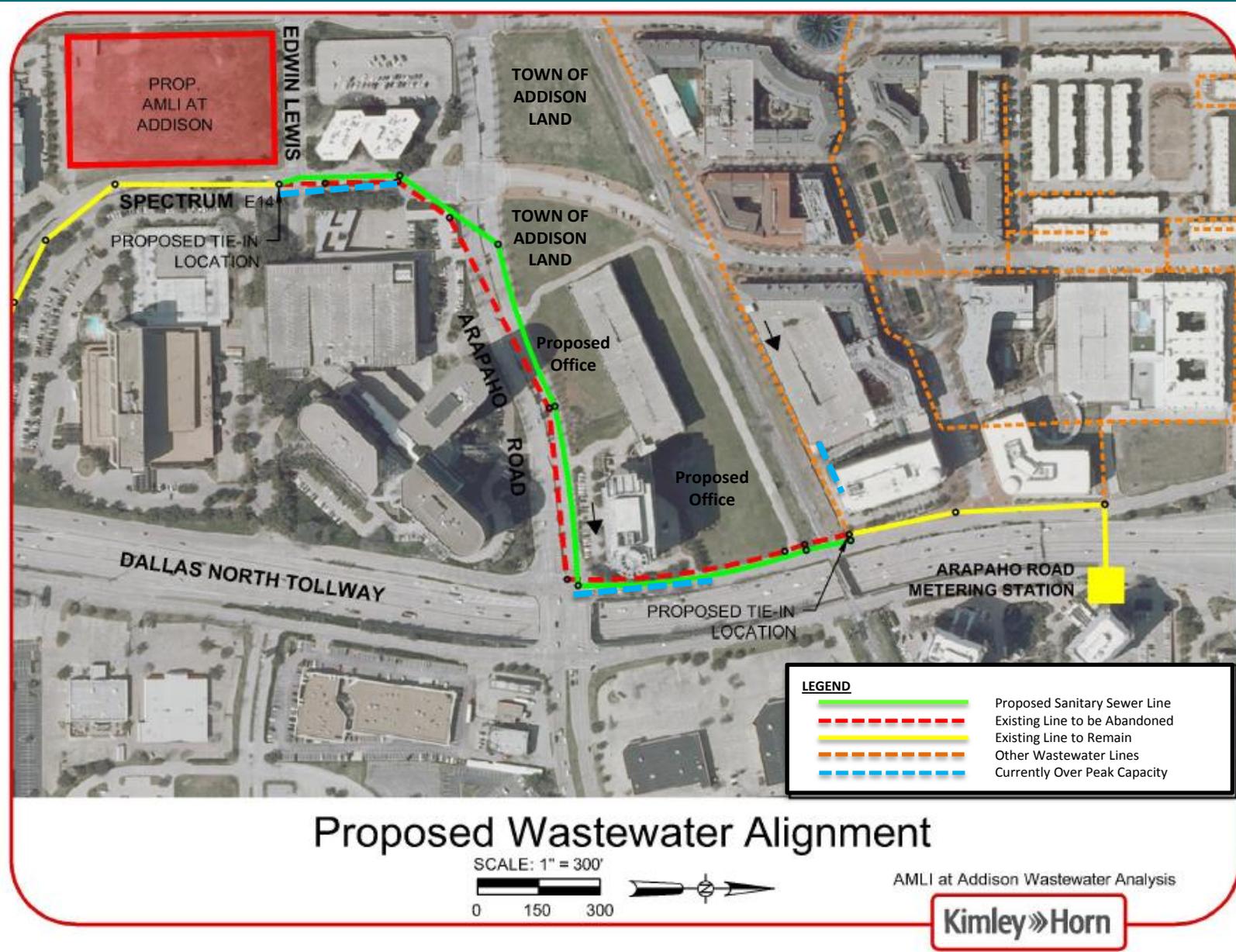
BEFORE ME, on this the 31st day of October, 2014, personally appeared, Maria Lebron, Assistant Director, Remediation Division, of the Texas Commission on Environmental Quality, known to me to be a representative of said commission whose name is subscribed to the foregoing instrument and she acknowledged to me that she executed the same for the purposes and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 31st day of October, 2014



Notary Public in and for the State of Texas

AMLI ADDISON: SANITARY SEWER IMPROVEMENTS



Based on Kimley-Horn's field test and report dated May 7, 2012, sections of the existing sanitary sewer system are currently over peak capacity, and the existing system does not have sufficient capacity to support AMLI's proposed multifamily community or other future office and commercial developments on the undeveloped land.

AML RESIDENTIAL OVERVIEW

- AML Residential is a privately-held, Chicago-based real estate company, owned by Morgan Stanley's PRIME Property Fund, specializing in the acquisition, development, management and long-term ownership of luxury Class A multifamily and mixed-use communities throughout the United States.
- Operating in nine major markets, AML has a presence in Atlanta, Austin, Chicago, Dallas/Ft. Worth, Denver, Houston, Seattle, Southeast Florida and Southern California.
- AML's current portfolio is comprised of 53 properties containing over 18,000 units, plus an additional 30 communities with 9,800 units under development.
- Founded in Chicago in 1980, AML has an experienced, stable management team with a 30+ year track record of developing successful multifamily communities through multiple economic cycles.
- AML currently employs approximately 750 people and has a culture focused on achieving AML's mission to *"Provide an Outstanding Living Environment For Our Residents."*
- All new AML developments are being built to "Green" USGBC standards.



53
PROPERTIES

18,000
UNITS

+9,800
UNDER DEVELOPMENT

30
YEARS

AMLI'S RESIDENT PROGRAMS



BREATHEASY®. Smoke-free apartment homes and common areas create a healthy living environment for our residents.



AML PERKS. Take advantage of exclusive discounts and specials from local and national businesses with which AMLI has formed partnerships.



48-HOUR SERVICE GUARANTEE. AMLI will complete routing service requests within 48 hours or you live rent-free.



FAMILI VOLUNTEER PROGRAM. AMLI residents and employees connect with local non-profit organizations to participate in charitable activities throughout their communities.



EASYPAY. A reliable, confidential and secure way to pay rent and other applicable charges by automatically debiting your bank account or paying by credit card.



AML CONNECT. A fast and efficient way to register all of your utilities and purchase services online from a variety of local providers....all in one sitting.

AML I IS COMMITTED TO SUSTAINABILITY AND PROVIDES FEATURES INSIDE AND OUTSIDE OUR APARTMENTS THAT CREATE GREEN AND HEALTHY HOMES



LIVABLE

- Premium, high-efficiency water fixtures
- ENERGY STAR™ appliances
- Energy-efficient lighting
- Energy-efficient air-conditioning/heating and programmable thermostats
- Smart irrigation systems



SUSTAINABLE

- Beautiful native and adaptive landscaping
- Bicycle storage
- Walkable neighborhood amenities
- Near mass transit
- Comprehensive recycling program



BREATHABLE

- Smoke-free community living
- No and low VOC paints
- Low-emitting carpets
- Fresh air ventilation
- Carbon monoxide detectors

BUILDING GREEN: LEED CERTIFICATION

AMLI'S GREEN INITIATIVES

- AMLI's commitment to sustainability is driven by our mission to create happy, healthy living spaces for residents and be a responsible steward of our environment.

USGBC

- The United States Green Building Council is a non-profit, member based organization dedicated to promoting sustainable practices in the building industry.

LEED

- To better serve their mission, the USGBC created the Leadership in Energy and Environmental Design rating system to provide standards and guidance on developing green properties.



PRESS RELEASE

Outstanding Commitment to LEED: AMLI Residential

AMLI Residential, is a preeminent company working to develop, acquire and manage green apartment communities. It shows a true commitment to sustainability by utilizing LEED certification as a tool for providing healthy apartment homes for residents, and its new developments in eight different markets are pursuing LEED certification. AMLI's current portfolio includes seven certified projects, of which six were certified under the LEED for Homes rating system. AMLI anticipates the number of LEED developments in its portfolio to double this year and triple in 2015.

Outstanding Multifamily Builder: AMLI Residential

AMLI Residential is responsible for AMLI at Escena, a wood-frame, garden-style, LEED Gold 440-unit unit apartment community in Irving, Texas. The project's efforts to reduce energy and water use and provide a healthy living space for residents has made it one of AMLI's most successful apartment communities. The entire AMLI at Escena staff receives training so they can understand and explain the benefits of exciting features such as bioswales and fresh air ventilation to residents and neighbors.

AMLI IS A PROUD MEMBER AND SUPPORTER OF THE U.S. GREEN BUILDING COUNCIL.

GIVING BACK

AMLI believes it is important to give back to the communities where we live and work. The FAMILI Volunteer program connects AMLI residents & employees with local non-profit organizations.

Some of the major charities AMLI is proud to support are:

- Jonathon's Place
- Atlanta Community Food Bank
- Make-A-Wish
- LUNgevity Foundation
- Ronald McDonald House
- The Salvation Army
- SOS Children's Village of Illinois
- SPCA
- Toys For Tots



GIVING BACK TO THE COMMUNITY IS AN AMLI PRIORITY

AMLI

RESIDENTIAL

LIVE LIFE + LOVE LIFE

Combined Meeting

R10

Meeting Date: 12/09/2014

Department: Infrastructure- Development Services

Council Goals: Infrastructure improvement and maintenance

AGENDA CAPTION:

Presentation, discussion, consider and take action approving and authorizing the City Manager to execute a development and reimbursement agreement with AMLI Residential providing for, among other things, a reimbursement of 50% of the cost of the sanitary sewer upgrades needed for the proposed multi-family development, subject to the review and approval of the City Manager and the City Attorney.

FINANCIAL IMPACT:

Funds are available in the Utility Fund.

BACKGROUND:

In order to support any development in the general area of Edwin Lewis and Quorum Drives, sanitary sewer upgrades are needed. During the planning process for the residential development that is under consideration at the southeast corner of Edwin Lewis and Quorum Drives, the developer's engineering firm, Kimley-Horn, identified certain lines that are currently at or near capacity. Even though the development would add approximately 20-25% additional flows to the system, the developer has offered to contribute 50% to the cost of the upgrades. Preliminary estimates of the cost are in the \$800,000 to \$850,000 range. The Town's cost for the sanitary sewer upgrades would be 50% of the total cost. If approved, the city will take the lead in bidding and overseeing the construction of the improvements. This will necessitate an agreement with Kimley-Horn to provide bidding and design inquiry services during construction. Kimley-Horn will provide a proposal for this work if the development is approved.

The reimbursement agreement with the developer stipulates respective party's responsibilities and its share of the cost of the upgrades. The final form of the agreement is subject to the City Attorney's and City Manager's review and approval.

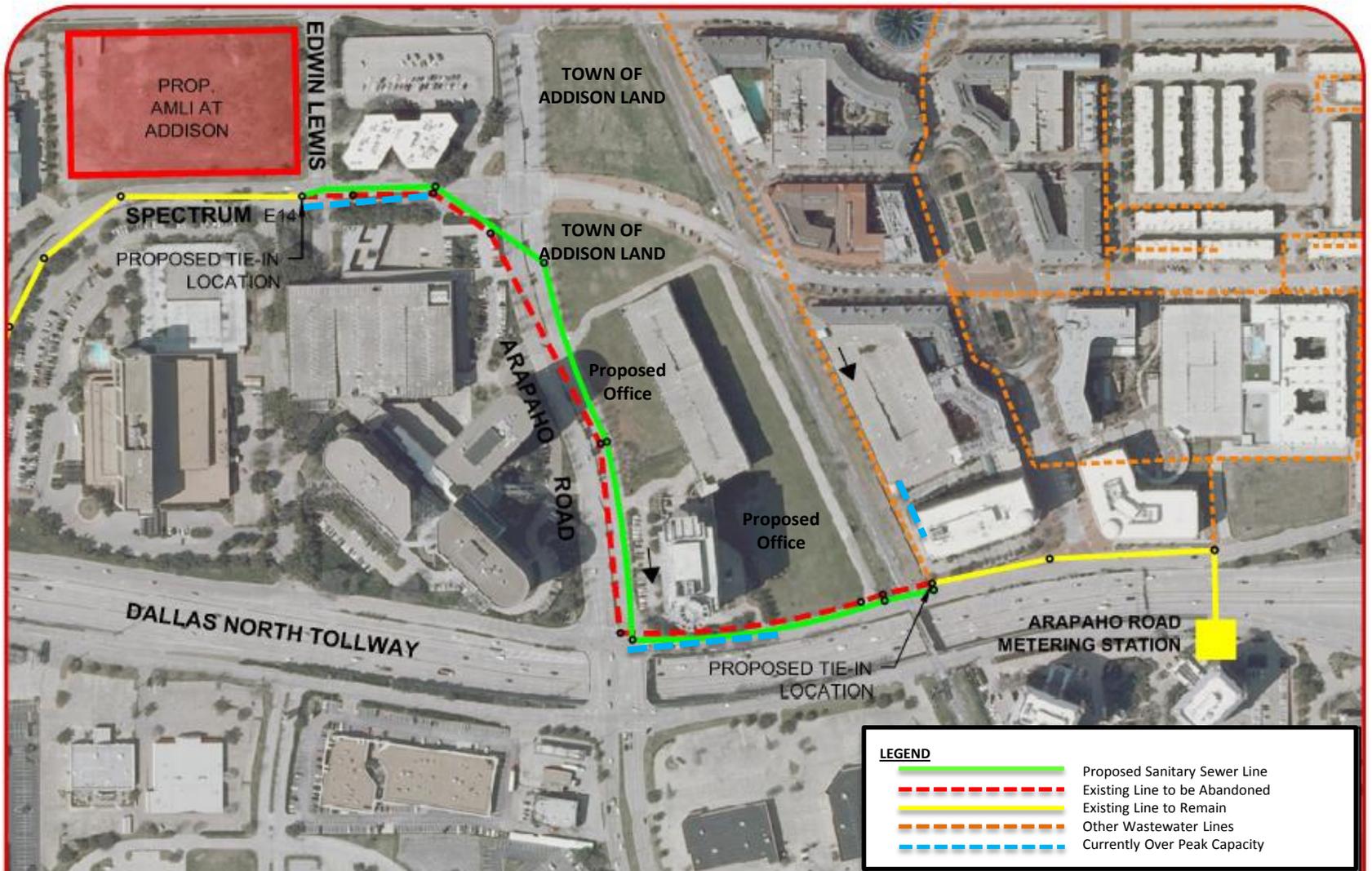
RECOMMENDATION:

Administration recommends approval.

Attachments

AMLI Addison - Sanitary Sewer Exhibit





| LEGEND | |
|--------|-------------------------------|
| | Proposed Sanitary Sewer Line |
| | Existing Line to be Abandoned |
| | Existing Line to Remain |
| | Other Wastewater Lines |
| | Currently Over Peak Capacity |

Proposed Wastewater Alignment

SCALE: 1" = 300'



AMLi at Addison Wastewater Analysis



Based on Kimley-Horn's field test and report dated May 7, 2012, sections of the existing sanitary sewer system are currently over peak capacity, and the existing system does not have sufficient capacity to support AMLI's proposed multifamily community or other future office and commercial developments on the undeveloped land.

Combined Meeting

R11

Meeting Date: 12/09/2014

Department: Finance

Council Goals: Mindful stewardship of Town Resources.

AGENDA CAPTION:

Presentation, discussion, consider and take action approving and authorizing the City Manager to execute the engagement letter with Weaver, and Tidwell, LLP for auditing services for the fiscal year ended September 30, 2014.

FINANCIAL IMPACT:

Financial impact for this audit is expected to be \$72,000, plus \$8,000 for a single audit fee. The audit was budgeted for in the FY15 budget.

BACKGROUND:

As part of the Town's charter requirement and financial best practices, the Town engages an independent audit firm to conduct its annual audit. Weaver has been the Town's auditor for a number of years. They will be prepared to discuss their role as the external auditor as well as the scope of services to be performed. Given the amount of work related to our financial processes and the implementation of the COSO framework performed so far, this is an appropriate time for a Council update.

RECOMMENDATION:

Administration recommends approval.

Attachments

Weaver Presentation

Weaver Engagement Letter

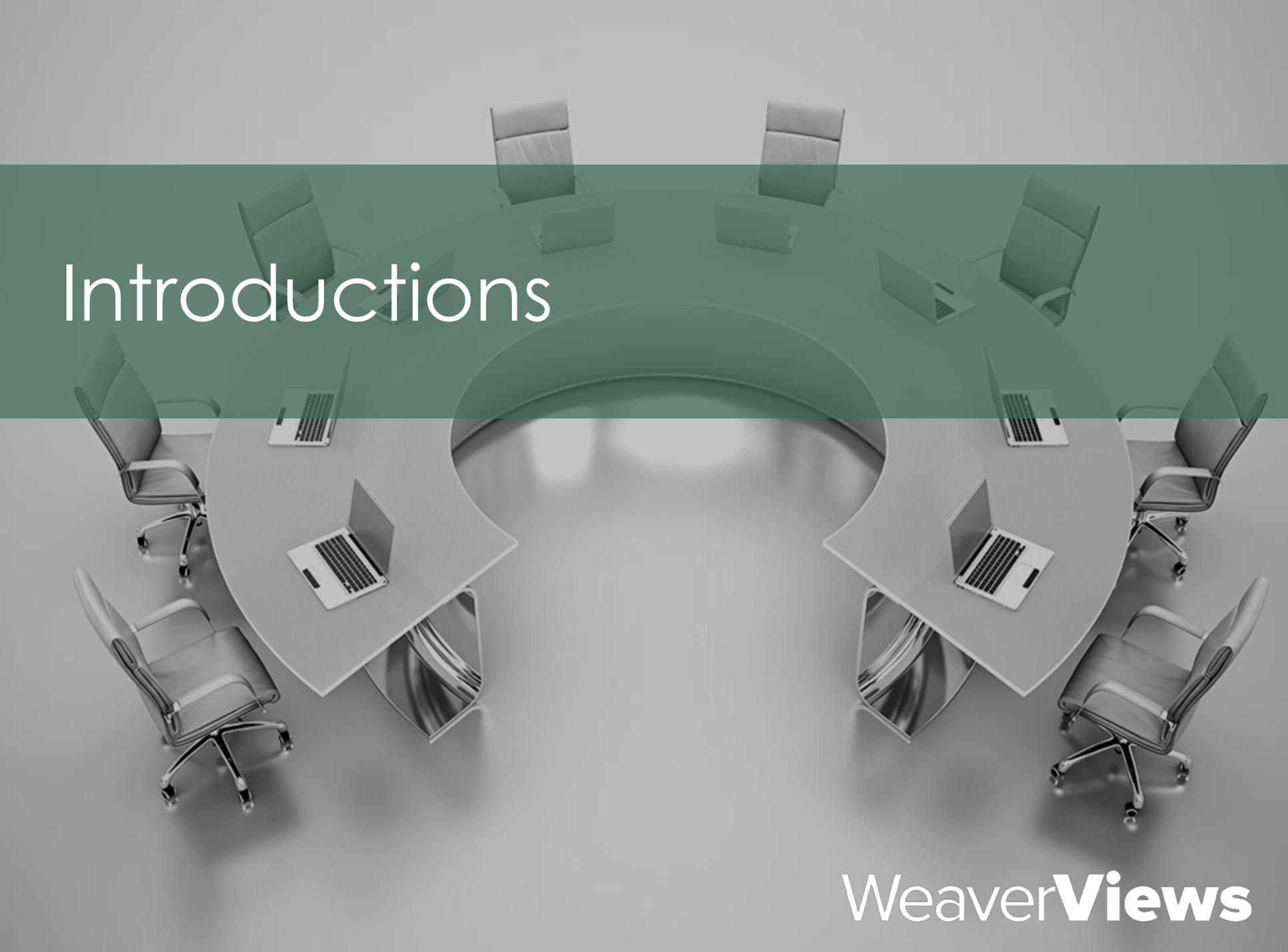
Town of Addison

December 9, 2014



Overview

- Introduction
- Responsibilities of the Auditor and Auditee
- Audit Process
- New Accounting Pronouncements
- Questions



Introductions

Weaver**Views**

The Firm of Texas



Weaver is the largest independent accounting firm in Texas and the Southwest. We are consistently named a top firm in the state and nationally.

- #6 Largest Accounting Firms in Texas | *Houston Business Journal*
- #4 Largest Tarrant County Accounting Firms | *Fort Worth Business Press*
- #8 Largest North Texas Accounting Firms | *Dallas Business Journal*
- #7 Largest Austin Accounting Firms | *Austin Business Journal*
- #14 Largest Houston-Area Public Accounting Firms | *Houston Business Journal*
- #5 Largest San Antonio Accounting Firms | *San Antonio Business Journal*
- 2014 Top 50 Firms | *INSIDE Public Accounting*
- 2014 BEST of the BEST Firm | *INSIDE Public Accounting*



7 Texas
Offices

500+
Employees

65+
Partners

Approximately 64 years auditing Texas Local Governments

Current Municipal Clients

- Auditor of 27 Texas cities
- Auditor of 5 of the 25 largest cities in the state
- Auditor of 10 of the 50 largest cities in the state
- Auditor of 16 of 100 largest cities in the state - more than any other public accounting firm

Current Texas Public School District Clients

- Auditor of 20 Texas Public School Districts
- Auditor of 5 of the 25 largest Districts in the state
- Auditor of 8 of the 50 largest Districts in the state
- Auditor of 15 of the 100 largest Districts in the state

Current Other Local Governmental entities (Counties, Water Districts, Transit Authorities, Council of Governments, Special Districts and other entities)

- Auditor of over 50 other local governmental entities

Representative List

Current North Texas Cities Audit Clients

- City of Allen
- City of The Colony
- City of Denton
- City of Euless
- City of Garland
- City of Grand Prairie
- City of Lewisville
- City of McKinney
- City of Rowlett
- City of Southlake
- City of University Park
- Town of Addison
- Town of Fairview
- Town of Little Elm
- Town of Highland Park
- Town of Trophy Club
- Town of Westlake

Town of Addison

Audit

Jerry Gaither, CPA, CGFM
Public Sector Leader

Aracely Rios, CPA
Audit Senior Manager

Marlon Williams, CPA
Advisory Services -ACL Data Specialist

Engagement Partner – Jerry Gaither, CPA, CGFM

- Partner – in – Charge, Public Sector Services
- More than 36 years government auditing experience
- Directs Weaver’s strategic plan for public sector practice including staff development, audit methodology, and market development
- Member - AICPA, TSCPA, Dallas Chapter
- Member - AGA
- Member – AICPA Government Audit Quality Center (GAQC)
- Associate Member – GFOA and GFOAT
- Member – Special Review Committee, GFOA (30+ years, longest tenured member in Texas)
- Former Member – AICPA PCPS Technical Issues Committee (2004-2007), served as liaison to GASB, reviewed standards and made comments and recommendations prior to issuance, and met annually with GASB staff

Addison

- Resident 1988-2003
- Town of Addison Charter Review Committee (1992)
- Town of Addison Vision 2020 Strategic Planning Committee (1994)

Engagement Manager – Aracely Rios, CPA

- More than twelve years of experience in public accounting
- Practice emphasis in accounting and auditing for a wide array of governmental entities and nonprofit entities, including public school districts, private schools, colleges and universities, cities, foundations and social service agencies
- Has managed the annual financial audit for multiple cities with government-wide net assets in excess of \$200 million, an A-133 single audit and preparation of a CAFR
- Member - AICPA, TSCPA, Dallas Chapter

Responsibilities of the Auditor and Auditee



Responsibilities under GAAS, GAGAS, and OMB Cir. A-133



- Our audits will be performed in accordance with GAAS and provide reasonable rather than absolute assurance that the financial statements are free of material misstatement.
- We will obtain an understanding of internal control over significant transaction cycles as a basis for designing our audit procedures but not for the purpose of providing an opinion of controls.
- We will perform test of the Town's compliance with certain laws, regulations, contracts and grants.
 - Noncompliance could have a direct and material effect on the determination of financial statement amounts.
 - Providing an opinion on compliance with these laws, regulations, contracts and grants will not be an objective of the audit.
- Financial statements are the responsibility of the Town.

Responsibilities under GAAS, GAGAS, and OMB Cir. A-133



Specifically related to Single Audit accordance with OMB Circular A-133, for the year ended September 30, 2014.

- We will consider internal control over compliance related to compliance requirements for each major program.
- We will test compliance for each direct and material compliance requirement for each major program.
- Although our audit will provide a reasonable basis for our opinion, it does not provide a legal determination of the Town's compliance with those requirements.

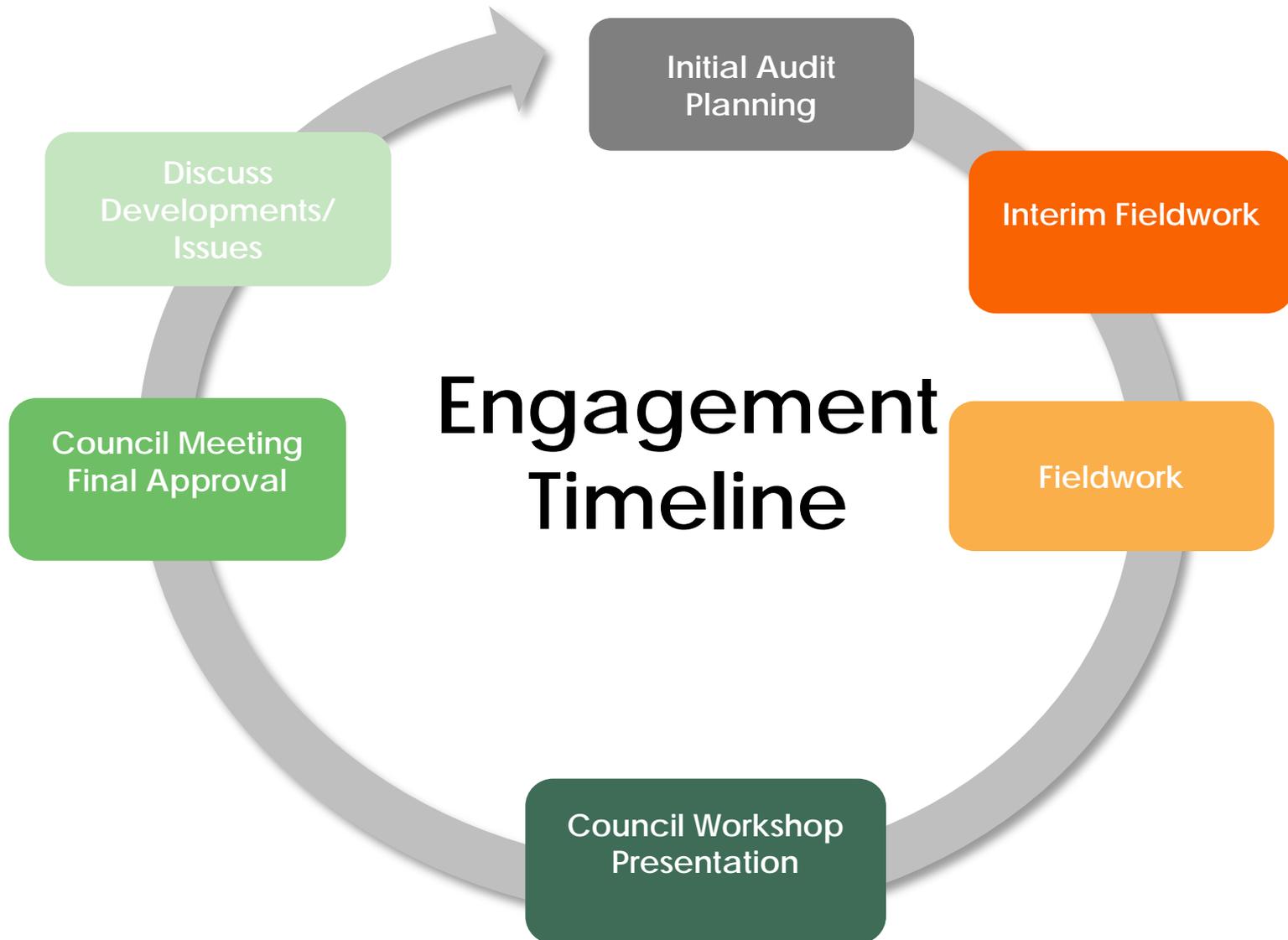
Managements Basic Responsibilities

- Management is responsible for the preparation and fair presentation of the financial statements in accordance with GAAP.
- Management is responsible for the design, implementation and maintenance of internal control for the preparation and fair presentation of financial statements that are free from material misstatements.

Audit Process

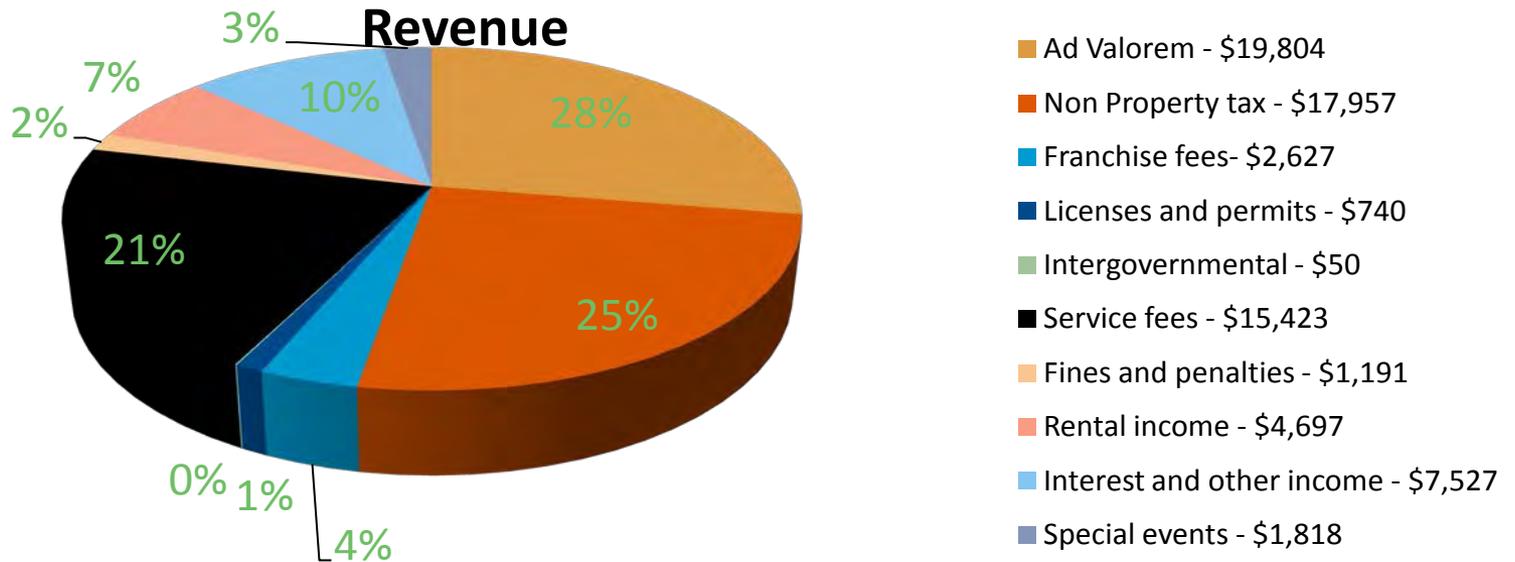


Engagement Timeline



Audit Process

The audit process is a risk based approach in which we identify potential areas of risk that could lead to a material misstatement of the financial statements. The following is a graph of budgeted revenue for all funds (in thousands):

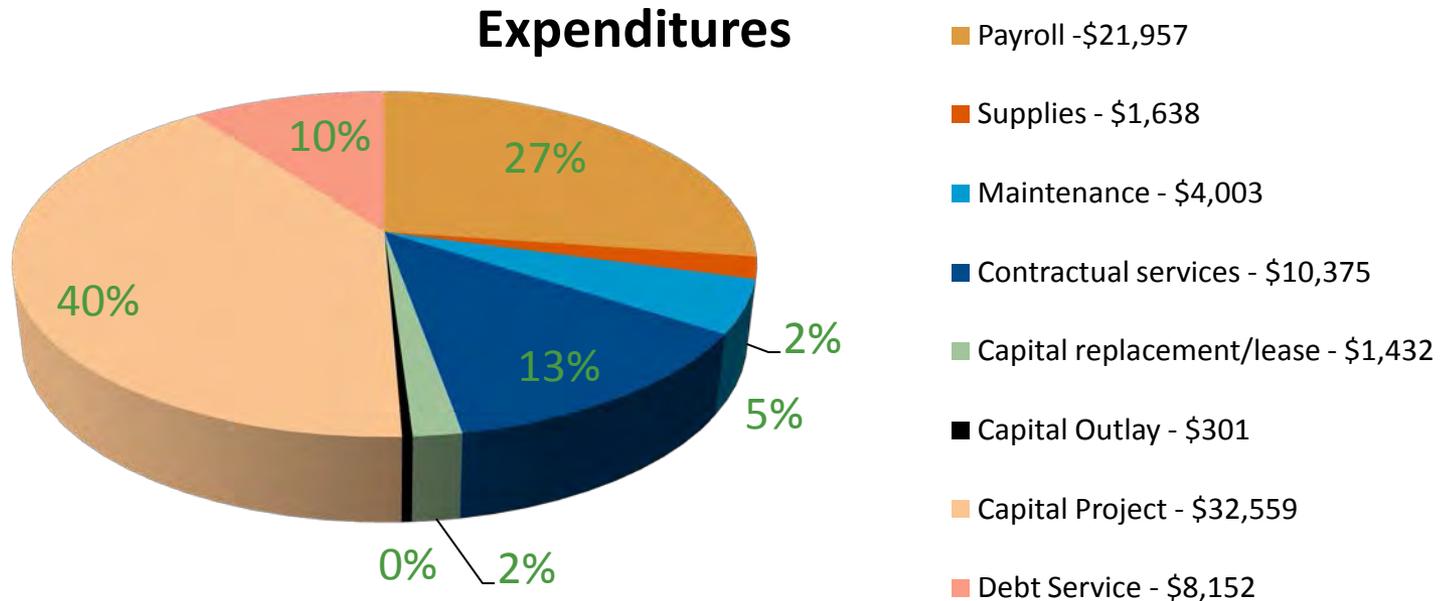


We anticipate obtaining an understanding of internal controls over the revenue and receipt cycles for the Town's major revenue sources:

- Property taxes
- Sales taxes
- Hotel occupancy taxes
- Utility fees- water, sewer, storm water drainage
- Airport revenues

We anticipate testing controls related to utility fee revenue and receipts. Substantive testing of other major revenue sources is considered more efficient and effective.

The following is a graph of expenditures by character (in thousands) for all governmental funds:



We will obtain an understanding of controls over payroll, cash disbursements, and capital project expenditures. Additionally we anticipate testing controls over these expenditures.

Additionally, we will obtain an understanding of the budget and financial reporting process.

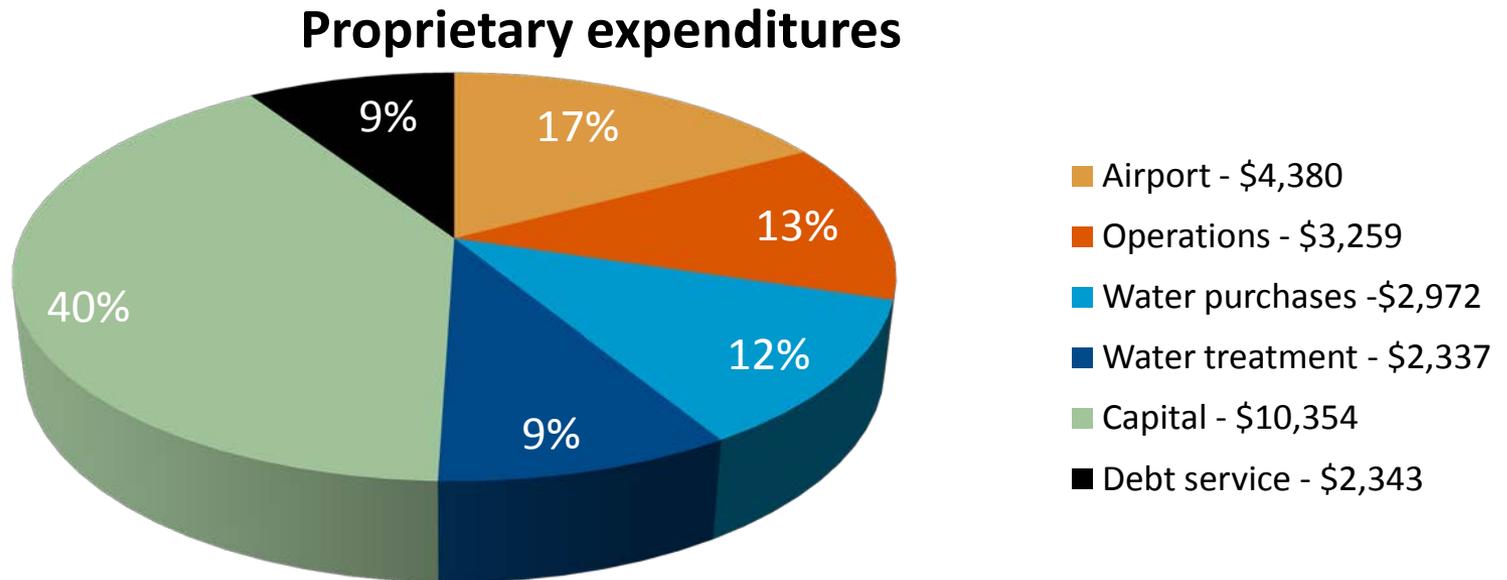
Our test of capital projects will be dual purpose tests where we will select projects for testing which will include bid testing and test of expenditures through completion of the project.

For payroll we will also run scripts on payroll data for any anomalies and test back to budgeted positions for departments.

Additionally we will obtain an understanding of the budget and financial reporting process.

Audit Process

Budget expenditures of proprietary operations by character (in thousands) are as follows:



Expenditures of proprietary funds will be included with testing of payroll, cash disbursements and capital projects. However, airport and water purchases and treatment will predominantly be tested substantively.

Audit Process

Upon completion of obtaining our understanding of controls in operation and test of controls, where applicable, we will design our audit procedures to enable us to express an opinion on the financial statements.

We will perform substantive tests on all financial statement amounts. The nature and degree of our tests are based on controls in place and risk of material misstatement. Our tests are designed to provide reasonable assurance that the financial statements are fairly stated. Substantive tests may include tests of significant transactions in an account, test of a sample of transactions within an account, and/or applying analytical procedures to account balances.

New Standards

For Fiscal Years 2014 through 2015

Effective for the year ended September 30, 2014

- GASB 65 – Items Previously Reported as Assets and Liabilities
 - *Objective:* establishes accounting and financial reporting standards that reclassify, as deferred outflows of resources or deferred inflows of resources, certain items that were previously reported as assets and liabilities and recognizes, as outflows of resources or inflows of resources, certain items that were previously reported as assets and liabilities.
 - *Effect:*
 - Gain/loss on refunding – reported as deferred outflow/inflow
 - Debt Issuance Costs – expensed in the current period, except prepaid insurance costs
 - In non-exchange transactions, such as a receipt of property taxes before levy period, in which the district is unable to recognize revenue under GASB 33 would be treated as deferred inflows.
 - Major Fund calculation will be combine assets and deferred outflows and combine liabilities and deferred inflows, which could result in a change in the number of major funds presented for financial reporting purposes.

Effective for the year ended September 30, 2015

- GASB 68 – Accounting and Financial Reporting for Pensions
 - *Objective:* to improve financial reporting by state and local governmental pension plans
 - *Effect:* GASB 68 will require the recognition of net pension liabilities of employers in financial statements prepared on the accrual basis.



Questions?

Contact Us

Jerry Gaither, CPA, CGFM | Engagement Partner
972.448.6918 | jerry.gaither@weaver.com

Aracely Rios, CPA | Senior Manager
972.448.6925 | aracely.rios@weaver.com



November 25, 2014

To the Mayor and Members of Town Council
Town of Addison
Post Office Box 9010
Addison, Texas 75001

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Addison (the Town), as of September 30, 2014, and for the year then ended, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents. In addition, we will audit the Town's compliance over major federal award programs for the period ended September 30, 2014. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Accounting principles generally accepted in the United States of America require that management's discussion and analysis and budgetary comparison information, among other items, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis.
2. Texas Municipal Retirement System Analysis of Funding Progress.
3. Retiree Health Plan Analysis of Funding Progress.

Supplementary information other than RSI will accompany the Town's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America.

We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal Awards
2. Combining Fund and Individual Fund Financial Statements and Schedules

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

1. Introductory section
2. Statistical section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material aspects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to above when considered in relation to the financial statements as a whole. The objective also includes reporting on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*; and internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or compliance are other than modified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Auditor Responsibilities

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* issued by the Comptroller General of the United States of America. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In making our risk assessments, we consider internal control relevant to the Town's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town's compliance with certain provisions of laws, regulations, contracts, and grants that could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions is not an objective of our audit, and accordingly, we will not express such an opinion.

Our audit of the Town's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the provisions of U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*; and will include tests of accounting records, a determination of major programs in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the Town has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget Circular A-133 *Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Town's major programs. The purpose of those procedures will be to express an opinion on the Town's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Also, as required by OMB Circular A-133, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the Town's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;

- c. For safeguarding assets;
- d. For identifying all federal awards expended during the period;
- e. For preparing the schedule of expenses of federal awards (including notes and noncash assistance received) in accordance with OMB Circular A-133 requirements;
- f. For the design, implementation, and maintenance of internal control over compliance;
- g. For identifying and ensuring that the Town complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs;
- h. For following up and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
- i. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
- j. For submitting the reporting package and data collection form to the appropriate parties;
- k. For making the auditor aware of any significant vendor relationships where the vendor is responsible for program compliance;
- l. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit; and
 - iii. Unrestricted access to persons within the Town from whom we determine it necessary to obtain audit evidence.
- m. For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by the Town's auditor;
- n. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
- o. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter;
- p. With respect to any nonattest services we perform , for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities; and
- q. With regard to the supplementary information referred to above: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide

us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited consolidated financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

During the course of our engagement, we will request information and explanations from management regarding the Town's operations, internal controls, future plans, specific transactions and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written representation letter. The Town agrees that as a condition of our engagement to perform an audit that management will, to the best of its knowledge and belief, be truthful, accurate and complete in all representations made to us during the course of the audit and in the written representation letter. The procedures we perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. False or misleading representations could cause us to expend unnecessary efforts in the audit; or, worse, could cause a material error or a fraud to go undetected by our procedures. Thus, the Town agrees that we will not be liable for any damages or otherwise responsible for any misstatements in the Town's financial statements that we may fail to detect as a result of false or misleading representations that are made to us by management. Moreover, the Town agrees to indemnify and hold us harmless from any claims and liabilities, including reasonable attorneys' fees, expert fees and costs of investigation and defense, arising out of or related to this engagement if false or misleading representations are made to us by any member of the Town's management.

Reporting

We will issue a written report upon completion of our audit of the Town's basic financial statements. Our report will be addressed to the governing body of the Town. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Town of Addison
November 25, 2014

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In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the Town's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Other

We understand that your employees will prepare all schedules and confirmations we request and will locate any documents or invoices selected by us for testing.

In the unlikely event that circumstances occur which we in our sole discretion believe could create a conflict with either the ethical standards of our firm or the ethical standards of our profession in continuing our engagement, we may suspend our services until a satisfactory resolution can be achieved or we may resign from the engagement. We will notify you of such conflict as soon as practicable, and will discuss with you any possible means of resolving them prior to suspending our services.

Both of us agree that any dispute between you and Weaver and Tidwell, L.L.P., arising from the engagement, this agreement, or the breach of it, may, if negotiations and other discussion fail be first submitted to mediation in accordance with the provisions of the Commercial Mediation Rules of the American Arbitration Association (AAA) then in effect. Both of us agree to conduct any mediation in good faith and make reasonable efforts to resolve any dispute by mediation. Mediation is not a pre-condition to the arbitration provided for below and the failure or refusal by either party to request or participate in mediation shall not preclude the right of either party to initiate arbitration. We agree to conduct the mediation in Dallas, Texas or another mutually agreed upon location.

Both of us agree that any dispute arising from the engagement, this agreement or the breach of it shall be subject to binding arbitration under the provisions of the Federal Arbitration Act (9 U.S.C. § 1, et seq.) and of the Dispute Resolution Rules for Professional Accounting and Related Services Disputes of the AAA (the Rules), and judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Town of Addison
November 25, 2014

Page 8

The arbitration shall be heard before one or more arbitrators selected in accordance with the Rules. The parties agree to conduct the arbitration in Dallas, Texas or another mutually agreed upon location. The arbitrator may only award direct damages and may not award consequential, exemplary, or punitive damages. The prevailing party in any arbitration or litigation shall be entitled to recover from the other party reasonable attorneys' and expert witness fees, court costs, and the administrative costs, arbitrator's fees, and expenses of the AAA incurred in the arbitration or litigation in addition to any other relief that may be awarded.

Notwithstanding the provisions of the immediately preceding paragraph, neither of us shall be compelled to arbitrate any dispute between us which arises out of any claim asserted against either of us by a third party, unless the third party (whether one or more) agrees to join the arbitration or can be compelled to join it.

If any term of this engagement letter is declared illegal, unenforceable, or unconscionable, that term shall be severed and the remaining terms of the engagement letter shall remain in force. Both of us agree that the arbitrator(s) or Court, as the case may be, should modify any term declared to be illegal, unenforceable, or unconscionable in a manner that will retain the intended term as closely as possible. If a dispute arising from the engagement or from this agreement or any term of it or any alleged breach of it is submitted to a Court for interpretation or adjudication, both of us irrevocably waive right to trial by jury and agree that the provisions of this engagement letter regarding damages, attorneys' fees, and expenses shall be applied and enforced by the Court.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Mr. Jerry Gaither is the engagement partner for the audit services specified in this letter. His responsibilities include supervising our services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

We estimate that the fee for our audit will be \$72,000 for the audit of the financial statements and \$8,000 for the audit of the Town's federal financial assistance in accordance with the Single Audit Act.

These fee estimates are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Our fee is based upon the complexity of the work to be performed and the tasks required. Fees for our services are due upon receipt of our invoice. For bills not paid within 60 days of the billing date, a late charge will be added to the outstanding balance. The late charge will be assessed at .5% on the unpaid balance per month, or payments are due in compliance with the Texas Local Government Code.

The audit documentation for this engagement is the property of Weaver and Tidwell, L.L.P. and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Weaver and Tidwell, L.L.P.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

It is expected that prior to the conclusion of the engagement, sections of the Data Collection Form will be completed by our firm. The sections that we will complete summarize our audit findings by federal grant or contract. Management is responsible to submit the reporting package (defined as including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. The instructions to the Data Collection Form require that the reporting package be an unlocked, unencrypted, text searchable portable document file (PDF) or else it will be rejected by the Federal Audit Clearinghouse. We will be available to assist management in creating the PDF if needed.

We will coordinate with you the electronic submission and certification upon the reporting package completion. If applicable, we will provide copies of our report for you to include with the reporting package if there is a need to submit the package to pass-through entities.

The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of our reports or nine months after the end of the audit period.

Town of Addison
November 25, 2014

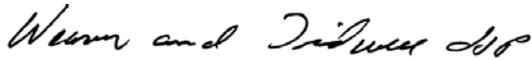
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In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Yours truly,



WEAVER AND TIDWELL, L.L.P.

JLG:res

RESPONSE:

This letter correctly sets forth the understanding.

Acknowledged and agreed on behalf of the Town of Addison by:

Signature: _____

Title: _____

Date: _____



System Review Report

October 4, 2013

To the Partners of Weaver and Tidwell, L.L.P.
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Weave and Tidwell, L.L.P. (the firm) applicable to non-SEC issuers in effect for the year ended May 31, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*; audits of employee benefit plans, audits performed under FDICIA, and examinations of service organizations (Service Organizations Control (SOC) 1 and 2 engagements).

In our opinion, the system of quality control for the accounting and auditing practice of Weaver and Tidwell, L.L.P. applicable to non-SEC issuers in effect for the year ended May 31, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Weaver and Tidwell, L.L.P. has received a peer review rating of *pass*.

Eide Bailly LLP

www.eidebailly.com

800 Nicollet Mall, Ste. 1300 | Minneapolis, MN 55402-7033 | T 612.253.6500 | F 612.253.6600 | EOE

Combined Meeting

R12

Meeting Date: 12/09/2014

Department: Finance

Council Goals: Mindful stewardship of Town Resources.
Identify opportunities for improved governance

AGENDA CAPTION:

Presentation and discussion regarding an update on the Finance Department Work Plan.

FINANCIAL IMPACT:

N/A

BACKGROUND:

Staff will brief Council on the Finance Department Work Plan

RECOMMENDATION:

Attachments

Financial Update Memo

COSO Framework Model



MEMO

To: Lea Dunn, City Manager
From: Eric Cannon, CPA, Chief Financial Officer
Re: Financial Update
Date: December 4, 2014

An important part of our on-going efforts to evaluate the Town's current policies and procedures include keeping Council informed of the progress being made in the areas noted below.

Attached you will find a document outlining the control environment as it relates to the COSO framework. This is a Town document that allows both financial and non-financial readers the ability to visualize our controls that are in place and items that are to be implemented, and includes anticipated timelines.

COSO Model: Risk Assessment

Inventory/Fixed Assets – The Town recently completed the solicitation process for a qualified vendor to perform a count of its Property & Equipment that is sensitive in nature. Once a vendor has been selected, we will meet with the successful bidder to finalize their responsibility and identify the required time commitments of Town resources. This contract will be brought to Council for approval and appropriation of the funding.

Municipal Court— The Finance and Municipal Court departments are working together to review court processes and implement procedures that better segregate duties and are implementing various mitigating controls in keeping with best practices.

COSO Model: Control Activities

Payroll Processing – The Town has solicited quotes from ADP for a variety of services ranging from 100% utilization of their services to solely the processing component. We are in the process of evaluating all options available and will provide a recommendation to Council in early 2015. We have also revamped the payroll processing by segregating duties and implementing various mitigating controls in keeping with best practices.

Cash Receipting –We are analyzing the feasibility of courier/cash box services at various Town facilities. Also, we have begun the process with Frost Bank of implementing remote deposit technology. Our plan is to have this technology implemented at all viable locations in Town.

COSO Model: Information & Communication

Whistleblower Service–Staff has contacted several companies that specialize in providing this service to an organization. Once we have completed the evaluation process, we will be bringing a recommendation to Council for the approval necessary to authorize the contract, as well as the consequent funding needed for its execution.

Continuing Education Program – The Finance Department has created a program that provides training opportunities to a variety of employees throughout the organization regarding various topics. These topics will be determined based on feedback or request by Town staff or at Management’s direction. However, it is our intention to have these topics determined or identified as a part of the Town’s overall risk assessment.

COSO Model: Monitoring

Procurement Card (P-Card) – Currently, Staff is working with Gradient Solutions to implement the purchase card monitoring software that was approved by Council in September. This process is part of continuous monitoring, which is a key component of the COSO framework.



Town of Addison
 COSO Framework Model
 December 4, 2014 - Working Document

Committee of Sponsoring Organizations (COSO) Framework

| Control Environment | Risk Assessment | Control Activities | Information and Communication | Monitoring |
|--|---|---|---|--|
| Sets the tone of an organization and serves as a foundation for all other components | Identifies and analyzes risks to achieving objectives. Determines how risk should be managed. | Encompass policies and practices along with process-level procedures that ensure management's directives are carried out. | Captures and exchanges relevant information to use as a basis for decision making. Also, effectively communicates roles and responsibilities for maintaining internal controls. | The ongoing assessment of internal control quality to assure controls are operating as intended. |

Addison Strategy and Timeframe

| <u>Governance Oversight</u> | <u>Understanding Our Risk</u> | <u>Know What We Are Doing</u> | <u>Communicating to the Organization</u> | <u>How Are We Doing</u> |
|---|--|--|--|--|
| <p>In Place: Personnel policies & procedures Finance Committee Job Descriptions & Market Analysis Management's proactive approach to new & amended audit & accounting standards Organizational Chart GFOA Award Participation Performance Evaluations</p> <p>Planned Actions: Conduct Annual Financial Best Practices Workshops with Council and Management (Q2-2016) Municipal Court Financial Management Handbook for Texas Cities (2017) Annual Director/Manager Responsibility Acknowledgement (Q2-2015) Develop Fraud Policy (2016) Ethics Training (Q3-2015) GFOA Best Practices (Q3-2015)</p> | <p>In Place: Addison Way Develop annual Town-wide goals Mission Statement Council's Vision Property / Liability Insurance Fully staffed / professional finance department</p> <p>Planned Actions: Cash Handling Training (Q2-2015) Evaluation of potential changes in risk associated with ERP (Q2-2015) Remote capture deposit (Q1-2015)</p> | <p>In Place: Common Control Activities Monthly, quarterly, annual reviews Procurement Manual Segregation of duties (banking, payroll, staffing, AP) Cash/asset management & procedures Transparency Award Requirements Opengov Utilizes Technology System Software Permissions Travel policies & procedures Financial Policies</p> <p>-AP/AR/cash receipting/Utility Billing</p> <p>-Investment Policy -Debt Policy -Budget Policy -Financial Reporting -Revenue -Operating Expenditure -Fund Balance -Fund Transfers -Capital Projects Procurement training Authorization of Transactions (re: JE's, non cash collections, AP)</p> <p>Planned Actions: RFP for investment services (Q4-2015) Cash management policy (Q1-2015) Capital asset reporting (2015) Develop cash audit process (Q1-2015) RFP for banking services (Q1-2015)</p> <p>Purchasing/procurement enhancement (Q4- 2014) Payroll Processing (Q4-2014)</p> | <p>In Place: Internal & external information Review of internal controls & explanation to all departments Town-wide communication from City Manager about internal controls Pre-audit meeting & external auditors Financial Reporting Participative Budgeting Management / Council Retreats Quarterly Employee Meetings</p> <p>Planned Actions: Implementation of ERP (Q2-2015)</p> | <p>In Place: Normal day-to-day procedures Independent external audit Data Analysis and Response to Findings</p> <p>Planned Actions: Internal Audit Procedures (Q1-2016) Business Process Review (Q1-2016)</p> |
| | | | <p>* Dates listed throughout represent the inception or anticipated start of the project.</p> | |

Combined Meeting

R13

Meeting Date: 12/09/2014

Department: Infrastructure- Development Services

Council Goals: Infrastructure improvement and maintenance

AGENDA CAPTION:

Presentation and discussion regarding Town winter weather operations, activities and procedures.

FINANCIAL IMPACT:

N/A

BACKGROUND:

Staff will provide a briefing that will cover winter storm activities and procedures, including but not limited to street sanding and clean up, Town-owned facilities including the Athletic Club, trash pickup schedules, and notifications to residents.

RECOMMENDATION:

Combined Meeting

R14

Meeting Date: 12/09/2014

Department: Infrastructure- Development Services

Council Goals: Infrastructure improvement and maintenance

AGENDA CAPTION:

Presentation, discussion, consider and take action approving of and authorizing the City Manager to award a contract to Flow-Line Construction, Inc., for the relocation of water, sewer, and storm water drainage systems on Addison Airport to accommodate the construction of a new \$3 million hangar at the Airport for an amount not to exceed \$425,247.

FINANCIAL IMPACT:

Funds for the relocation of the utilities is budgeted in the Utility Fund.

BACKGROUND:

In order to facilitate the construction of a new \$3 million hangar, the Town agreed to pay for the relocation of the public utilities, to include the water, sanitary sewer, storm drainage utilities. The project design and the bid package was prepared by Cobb Fendley Engineers. Bids were opened on December 4th and Flow-Line Construction, Inc., was the lowest responsive bidder. Flow-Line Construction, Inc., is qualified to perform this work and staff recommends that the bid be awarded for an amount not to exceed \$425,247.

If the bid is awarded, the work will begin as soon as the bonding and contract documents are complete and notice to proceed is issued.

RECOMMENDATION:

Administration recommends approval.

Combined Meeting

R15

Meeting Date: 12/09/2014

Department: Infrastructure- Development Services

Council Goals: Infrastructure improvement and maintenance

AGENDA CAPTION:

Presentation, discussion, consider and take action approving and authorizing the City Manager to award a contract to Wilson Construction Services, LLC, for the extension of sewer service to 4301 Sunbelt Drive for an amount not to exceed \$61,901.46.

FINANCIAL IMPACT:

Funds are budgeted for the extension in the Utility Fund.

BACKGROUND:

The property at 4301 Sunbelt does not have access to Addison's sanitary sewer line that is located within the Sunbelt Drive street right-of-way due to a large storm drain culvert that runs on the north side of Sunbelt Drive that is blocking the access to the sewer line from this property. In order to provide sanitary sewer service to the property, the city has obtained an easement from the adjacent property owner that allows us to extend the line from the nearest sanitary sewer line to a point 15' past the property line. It will then be the property owner's responsibility to extend the line farther into the property. An exhibit is attached that shows the existing storm drain culvert and the proposed extension.

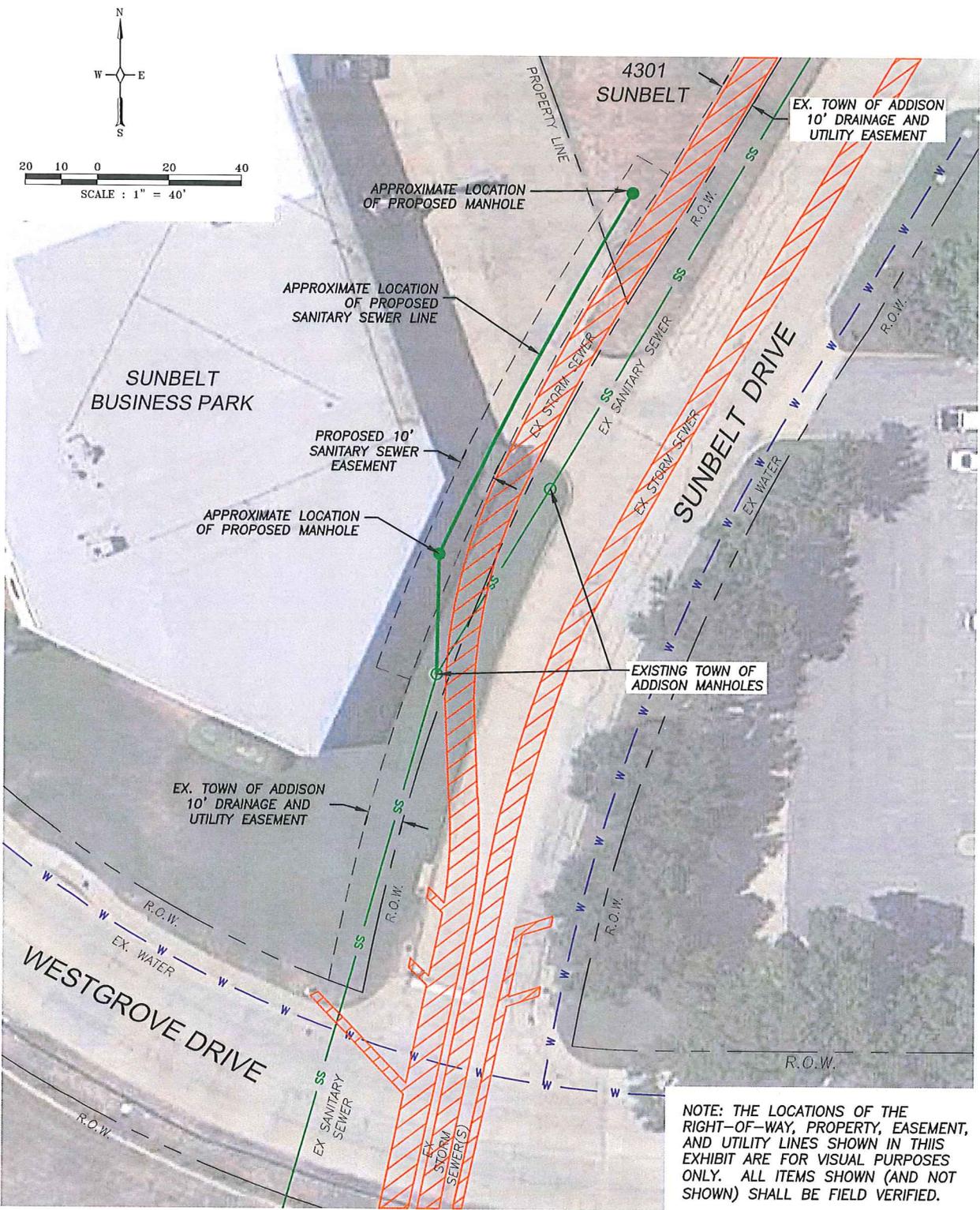
A Request for Bids was posted on November 13th for the extension and bids were opened on December 4th. Wilson Construction Services, LLC, was the lowest bidder. Staff recommends that the bid be awarded to Wilson Contractor Services, Inc., for an amount not to exceed \$61,901.46.

RECOMMENDATION:

Administration recommends approval.

Attachments

Sunbelt SS Extension



NOTE: THE LOCATIONS OF THE RIGHT-OF-WAY, PROPERTY, EASEMENT, AND UTILITY LINES SHOWN IN THIS EXHIBIT ARE FOR VISUAL PURPOSES ONLY. ALL ITEMS SHOWN (AND NOT SHOWN) SHALL BE FIELD VERIFIED.

Dwg Info: G:\Projects\2012\20237>Addison\Plan Review\4301 Sunbelt Exhibit.dwg - Plotted: 6/10/2014

| | |
|---------------------------------------|--------------------|
| DATE: JUN 2014 | SCALE: 1" = 40' |
| DESIGN BY: JP | DRAWN BY: JP |
| SHEET NO. 1 | JOB NUMBER: |
| SHEET ID: 4301 Sunbelt Exhibit.dwg | |
| © copyright COBB FENDLEY & ASSOCIATES | |

CobbFendley
Texas Registration No. 274
6801 Gaylord Parkway, Suite 302
Frisco, Texas 75034
972.335.3214 | fax 972.335.3202 | www.cobfen.com

TOWN OF ADDISON
4301 SUNBELT
PROPOSED SANITARY SEWER LINE
AND EASEMENT
OPTION 1 - STOP 15' PAST PROPERTY LINE

Combined Meeting**R16****Meeting Date:** 12/09/2014**Department:** Police**Council Goals:** Enhance Public Safety

AGENDA CAPTION:

Discussion, consideration and take action regarding a resolution approving and authorizing the City Manager to execute an interlocal agreement entitled Public Safety Communications and Dispatch Operations Agreement by and between the Town, the Cities of Carrollton, Coppell, and Farmers Branch, and the North Texas Emergency Communications Center, Inc., pertaining to the financing, construction, ownership, management, and operation of a regional public safety communications center for the benefit of the cities.

FINANCIAL IMPACT:

Town is funding our portion of services provided by NTECC through bond proceeds sold in 2012 and current operational budgets within existing departments.

BACKGROUND:

The Town of Addison, the City of Carrollton, the City of Coppell, and the City of Farmers Branch have joined to establish North Texas Emergency Communications Center, Inc. (NTECC) for the purpose of financing, constructing, owning, managing and operating a regional public safety communications center. In order to establish the amount the cities will pay NTECC to provide services to the cities through NTECC, and the agreement among the Cities on how such costs shall be allocated over time, the cities and NTECC desire to enter an agreement pursuant to the Interlocal Cooperation Act to set out the terms and conditions by which such costs for service shall be established, shared, and paid.

RECOMMENDATION:

Administration recommends approval.

AttachmentsOperation Agreement ResolutionOperations Agreement

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

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

WHEREAS, Chapter 791 of the Texas Government Code (being the Interlocal Cooperation Act (the “Act”)) authorizes the formulation of interlocal cooperation agreements between and among governmental entities; and

WHEREAS, the Town of Addison, the City of Carrollton, the City of Coppel, and the City of Farmers Branch (collectively, the “Cities”) have joined to establish North Texas Emergency Communications Center, Inc. (“NTECC”) for the purpose of financing, constructing, owning, managing and operating a regional public safety communications center (the “Center”) for the benefit of the Cities; and

WHEREAS, in order to establish the amount the Cities will pay NTECC to provide services to the Cities through the Center and the agreement among the Cities on how such costs shall be allocated over time, the Cities and NTECC desire to enter an agreement pursuant to the Act to set out the terms and conditions by which such costs for service shall be established, shared, and paid; and

WHEREAS, the City Manager recommends that the Town of Addison enter into an interlocal cooperation agreement with NTECC and the other Cities for the purpose of establishing their agreement regarding the provision of public safety communications services by NTECC to the Cities through the Center, the payment of costs for such services, and the allocation among the Cities of such costs; and

WHEREAS, the City Council of the Town of Addison, Texas, finds it to be in the public interest to enter into such an agreement.

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

Section 1. The City Manager is hereby authorized to (a) sign on behalf of the Town of Addison an agreement titled *Consolidated Public Safety Communications and Dispatch Operations Agreement* by and among the Town, the City of Carrollton, the City of Coppel, the

City of Farmers Branch, and North Texas Emergency Communications Center, Inc., containing substantially the terms and provisions attached hereto as Exhibit "A" and incorporated herein by reference; (b) except for amendments to Sections 4.02, 4.03, and 4.04 of said agreement, negotiate and execute such amendments to said agreement as the City Manager deems to be in the best interest of the City; and (c) take such steps that are reasonable and necessary to comply with the intent of this resolution and said agreement.

Section 2. The City Manager is further authorized to take such actions as reasonable and necessary to carry out the City's obligations pursuant to the interlocal agreement described in Section 1, above, including, but not limited to, paying the City's share for costs of operating and maintaining the Center as set forth in the agreement from available funds in the City's approved budget.

Section 3. This Resolution shall become effective upon its passage and approval.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this 9th day of December, 2014.

Todd Meier, Mayor

ATTEST:

By: _____
Matt McCombs, City Secretary

APPROVED AS TO FORM:

By: _____
John Hill, City Attorney

**CONSOLIDATED PUBLIC SAFETY COMMUNICATIONS
AND DISPATCH OPERATIONS AGREEMENT**

AMONG

THE TOWN OF ADDISON, TEXAS,

THE CITY OF CARROLLTON, TEXAS,

THE CITY OF COPPELL, TEXAS,

THE CITY OF FARMERS BRANCH, TEXAS, AND

NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC.

STATE OF TEXAS §
§
COUNTIES OF DALLAS §
AND DENTON §

**CONSOLIDATED PUBLIC SAFETY COMMUNICATIONS
AND DISPATCH OPERATIONS AGREEMENT**

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

RECITALS

WHEREAS, the Cities are political subdivisions within the State of Texas engaged in the provision of governmental services for the benefit of their citizens; and

WHEREAS, the Cities jointly commissioned a study regarding the method of public safety dispatching and communications conducted by each of the Cities, and the options, advantages, and disadvantages to consolidating the public safety dispatch and communications operations of the Cities into a single consolidated public safety communications center (the “System Study”); and

WHEREAS, the findings of the System Study indicated that the operation by the Cities of a consolidated public safety communications center (“the Communications Center”) will result in significant efficiencies and savings in both human and financial resources and allow for a higher level of coordination of public safety services within the Cities that will enhance the safety of residents and other inhabitants of each of the Cities; and

WHEREAS, the System Study further recommended that the Communications Center should be managed and operated by a separate entity created by the Cities pursuant to applicable state law; and

WHEREAS, having received and considered the System Study and the recommendations of their respective city administrations, pursuant to the LGC Agreement (as defined in Section 1.01, below; other capitalized terms used in these Recitals may be defined in

Section 1.01), the Cities created NTECC for the purpose of assisting and acting on behalf of the Cities in the performance of their governmental functions and services, including, but not limited to, the construction, development, management, and operation of the Communications Center and other joint projects as authorized by the Cities from time to time subject to the NTECC Governing Documents, as may be amended from time to time; and

WHEREAS, the LGC Agreement further provides that the Cities will negotiate and sign one or more agreements with NTECC pursuant to which the Cities will approve specific projects or services to be operated and/or provided by NTECC, and pursuant to which each City will provide the necessary capital contribution and/or other financing for NTECC's operations; and

WHEREAS, the Cities entered into the Radio System Agreement effective June 26, 2013, setting forth the Cities' agreement regarding the purchase, installation, maintenance, operation, management, and use of the Radio System to be used jointly by the Cities for providing public safety dispatch and communications for the Cities' respective Fire/EMS and Police departments; and

WHEREAS, the Cities have determined that in addition to managing and operating the Communications Center, it would be in the best interest of the Cities for NTECC to assume ownership, maintenance, and operation of certain aspects of the Radio System; and

WHEREAS, in accordance with the LGC Agreement, the Parties desire to set forth the terms and conditions pursuant to which NTECC shall own, manage, operate, and maintain the Facilities for the benefit of the Cities, provide Public Safety Communications Services, and provide Radio System Services to the Cities, and the Cities' obligations to pay for same; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"), provides authority for local governments of the State of Texas to enter into interlocal agreements with each other and with local government corporations for the purpose of performing governmental functions and services as set forth in the Act;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

ARTICLE I DEFINITIONS

1.01. Definitions and Interpretations. In addition to the definitions stated in the preamble and recitals hereof, the following words and phrases as used in this Agreement, unless the context clearly shows otherwise, shall have the following meanings:

"Additional Entity" or "Additional Entities" means any city or cities in addition to the Cities, or any county or other political subdivision with which NTECC may enter into a contract pursuant to this Agreement, following consent by the Cities to the addition of each such

Additional Entity, for the provision of Public Safety Communications Services through the Communications Center.

“Agreement” or “Operations Agreement” means this Agreement and any similar agreements executed between NTECC and the Cities with respect to the ownership, operation, management, and use of the Communication Center.

“Annual Expense Budget” means the total amount of money required during each Fiscal Year (or portion of a Fiscal Year as described in Section 4.02(a), below) for NTECC to pay (1) all Operation and Maintenance Expenses, (2) the principal of, redemption premium, if any, and interest on any debt issued by NTECC in accordance with Section 4.03 of the Bylaws, and (3) any amounts required to be deposited in any special or reserve funds, including any debt service reserve fund or repair and replacement fund.

“Board” means NTECC’s Board of Directors.

“Bond Resolution” means any resolution of the Board authorizing the issuance of Bonds and providing for their security and payment, as such resolution(s) may be (i) amended from time to time as therein permitted and (ii) the substance and form of which is approved by the Cities.

“Bylaws” means the Bylaws of NTECC and all amendments thereto as approved by the Parties.

“Center Lease” means that certain *Lease Agreement* between NTECC and CyrusOne, LLC, dated and effective May 2, 2014, for the lease by NTECC of the Leased Premises.

“Certificate” means the Certificate of Formation of NTECC on file with the Texas Secretary of State, and shall include all amendments thereto and restatements thereof.

“City’s Workflow” means the total of the Workflow Measures generated by utilization of NTECC’s services by a City’s employees or by a person located within the City’s incorporated limits or such other area where the City has primary responsibility for law enforcement, fire fighting, or emergency medical service, or other emergency or non-emergency response under an interlocal cooperation agreement with another governmental entity. For purpose of determining to which City a Workflow Measure shall be allocated in determining each City’s Workflow, in the event a City’s employees are dispatched on a mutual aid call:

(a) If employees of one or more of the Cities are dispatched to provide mutual aid assistance requested by one of the Cities, the call or incident shall be allocated to the City requesting the mutual aid assistance; and

(b) If employees of one or more of the Cities are dispatched to provide mutual aid assistance requested by an entity that is not a party to this Agreement, the call or incident shall be allocated to each of the Cities responding to the request for mutual aid

assistance, notwithstanding such allocation may result in a multiple counting of the incident.

“Communications Center” means that certain public safety communications and dispatch center operated by NTECC on behalf of the Cities which is initially located at the Leased Premises.

“Credit Agreement” means any credit agreement, as defined in Chapter 1371, Texas Government Code, which NTECC enters into relating to its obligations with respect to the Bonds, the substance and form of which is approved by the Cities; provided, however, for purposes of this Agreement, “Credit Agreement” shall not include Interest Rate Management Agreements as defined in Chapter 1371, Texas Government Code.

“Denco” means Denco Area 9-1-1 District, a political subdivision of the State of Texas created pursuant to Subchapter D of Chapter 772 of the Texas Health & Safety Code engaged in providing the enhanced 9-1-1 equipment network for emergency services for the benefit of the citizens of Denton County and all of the City of Carrollton, whether located within Dallas County or Denton County.

“Denco PSAP Agreement” means that certain *Interlocal Agreement to Serve as a Denco Area 9-1-1 District Public Safety Answering Point* by and between NTECC and Denco effective November 6, 2014, and all subsequently approved amendments.

“Effective Date” means the later of (i) the date signed by authorized representatives of the Parties and (ii) January 1, 2015.

“Facilities” means, collectively, the Communications Center, the Radio System, and all real and/or personal property, acquired or constructed, owned and/or leased by NTECC and used or operated by NTECC, or others acting on behalf of NTECC, in providing Public Safety Communications Services or Radio System Services to the Cities or other Persons.

“Fiscal Year” means the twelve (12) month period beginning each October 1 and ending the next subsequent September 30.

“Force Majeure” means acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, terrorist attacks, orders of any kind of the Government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, or any other causes not reasonably within the control of the party claiming such inability.

“Leased Premises” means approximately 11,800 gross square feet in the northeast corner of the building located at 1649 West Frankford Road, Carrollton, Denton County, Texas, owned by CyrusOne, LLC, and leased by NTECC as tenant pursuant to the Center Lease.

“LGC Agreement” means that certain *Interlocal Cooperation Agreement Regarding Establishment of the Metrocrest Quad Cities Local Government Corporation* entered by and among the Cities effective January 27, 2014, setting forth the agreement of the Cities to establish NTECC and to negotiate in good faith and seek to enter into an Operations Agreement among themselves and NTECC setting forth the agreement among the Cities and NTECC regarding the financing, development, operation, and management of the Facilities, including but not limited to, the amounts to be paid by the Cities to NTECC for operation and management of the Facilities and methodologies for determining the allocation of said costs.

“NTECC Governing Documents” means, collectively, the Certificate and the Bylaws.

“Operation and Maintenance Expense” means any cost of operation and maintenance of the Facilities including, but not limited to:

- (a) repairs and replacements to the extent funds are not held in a special fund;
- (b) the cost of utilities, supervision, engineering, accounting, auditing, regulatory costs, legal services, insurance premiums, and any other supplies, services, administrative costs, and equipment necessary for proper operation and maintenance of the Facilities; and
- (c) costs relating to NTECC employees including, but not limited to, wages, employer contribution to Social Security, group medical, dental, life, and/or disability insurance, workers compensation coverage, retirement benefits, and other costs related to employee pay and benefits paid by NTECC as an employer;
- (d) payments made for the use or operation of any property, payments of fines, and payments made by NTECC in satisfaction of judgments or other liabilities resulting from claims not covered by NTECC's insurance or not paid by one particular City arising in connection with the operation, maintenance, repair, and/or replacement of the Facilities; and
- (e) costs relating to the operation, repair, maintenance, and replacement of the Radio System to the extent such duties and obligations are assumed by NTECC pursuant to this Agreement or as may be subsequently agreed;
- (f) costs relating to performance of NTECC's obligations under the Center Lease including the payment of rent, utilities, tenant improvements, and other costs set forth in the Center Lease;
- (g) such other costs identified as an Operation and Maintenance Expense in the Annual Budget.

Depreciation shall not be considered an item of Operation and Maintenance Expense.

“Person” means an individual, corporation, organization, government or governmental subdivision or agency, business trust, partnership association, or any other legal entity that is not one of the Cities or NTECC, including, without limitation, any Additional Entity.

“Public Safety Communications Services” means communication and dispatching services between the public and the Cities’ police, fire, emergency medical services, and other departments as determined by the Parties in the furtherance of improved public safety and emergency response, including but not limited to, the following more specifically described services:

- (a) Receiving 9-1-1 Calls and routine calls for law enforcement, fire, emergency medical services, and other calls from the public relating to incidents in which employees of one or more of the Cities may be dispatched;
- (b) Directing a response to said calls by either dispatching the appropriate emergency or non-emergency response resources or forwarding the call to the appropriate agency for response;
- (c) Providing on-going communication support to personnel in the field;
- (d) Updating, maintaining and managing technology systems, support files and resource materials in NTECC’s control to accomplish the above; and
- (e) Establishing and updating from time to time standard protocols for communications to and from personnel in the field.

“Radio System” means a wide area, multi-site digital trunked radio system compliant with P-25 interoperability standards to be used jointly by the Cities and NTECC primarily for providing public safety dispatch and communications for the Cities’ respective Fire/EMS and Police departments and such other of the Cities’ departments as may be agreed from time to time by the Parties, purchased from and installed by Harris Corporation pursuant to the Radio System Purchase Agreement, and any other public safety communications system used by NTECC to conduct Public Safety Communications Services for the Cities.

“Radio System Agreement” means that certain *Metrocrest Quad Cities Public Safety Radio System Interlocal Agreement* effective June 26, 2013 for the purpose of establishing the Cities’ agreement regarding the purchase, installation, maintenance, operation, management, and use of the Radio System.

“Radio System Purchase Agreement” means that certain *System Purchase Agreement* between Farmers Branch and Harris Corporation RF Communications Division dated and effecting June 27, 2013, inclusive of all subsequent changes orders and amendments, relating to the purchase, installation and maintenance of the Radio System.

“Radio System Services” means the actions necessary and related to owning operating, maintaining, and repairing the Shared Components (as defined in the Radio System Agreement) of the Radio System.

“Workflow” means the total of all Workflow Measures for a stated period of time.

“Workflow Measure” means demonstrable and quantifiable activities or tasks (i) performed by NTECC employees and/or by the Cities’ fire, police, emergency medical services, or other employees or (ii) using NTECC’s equipment and systems, and which relate to the provision or receipt of Public Safety Communications Services, which activities or tasks shall include, but not necessarily be limited to:

- (a) The number of incoming 911 calls answered;
- (b) The number of incoming 10-digit calls answered;
- (c) The number of dispatched calls for service for Police, Fire, and Emergency Medical Service units;
- (d) The number of entered and/or processed Computer-Aided Dispatch (“CAD”) related to all field-initiated activities; and
- (e) Such other calls, tasks, or incidents as determined by the Board to be included as a Workflow Measure as set forth in NTECC’s standard operating procedures and policies.

The following shall not be counted in determining Workflow Measure:

- (1) Multiple incoming 911 calls and/or 10-digit calls relating to the same incident, it being the intent to count only one call in such instances;
- (2) Any incident that is cancelled by NTECC personnel due to an error or similar internal reason; provided, incidents that are cancelled when the requesting party calls back to cancel the response after the incident has been entered into CAD shall be included;
- (3) Data inquiries related to a routine traffic or field stop initiated by a City’s police officer using a mobile data device unless the circumstances of such stop change requiring NTECC dispatcher involvement (e.g., warrant arrest, report of criminal activity, initiation of pursuit, etc.) which would then be categorized as officer initiated police activity and counted as a full incident;
- (4) Any information broadcast over the Radio System such as an “Attempt to Locate (“ATL”)” or “Be on the Look Out” (“BOLO”) which does not generate an incident number or require dispatcher involvement;

(5) Any informational incident created solely for the purpose of assisting the NTECC dispatcher in tracking unit activity; and

(6) Such other calls, tasks, or incidents as determined by the Board should not be included as a Workflow Measure as set forth in NTECC's standard operating procedures and policies.

1.02. Interpretation. The caption headings of this Agreement are for reference purposes only and shall not affect its interpretation in any respect. Unless the context otherwise requires, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa. This Agreement and all the terms and provisions shall be liberally construed to effectuate the purpose set forth herein and to sustain the validity of this Agreement.

ARTICLE II TERM OF AGREEMENT

2.01 Initial Term. This Agreement shall commence on the Effective Date and end on the last day of the twentieth (20th) complete Fiscal Year after NTECC commences providing Public Safety Communications Services to the Cities ("the Initial Term").

2.02 Renewal Term. After the end of the Initial Term, this Agreement shall be extended automatically through each subsequent Fiscal Year (each being a "Renewal Term") unless terminated as provided in this Agreement.

2.03 Early Withdrawal During Initial Term.

(a) Notwithstanding anything to the contrary herein, a City may terminate without cause its participation as a Party to this Agreement (said City called hereafter the "Withdrawing Party") prior to the end of the Initial Term subject to the following:

(1) The withdrawal date must fall on the last day of a Fiscal Year;

(2) The Withdrawing Party must deliver notice to the other Parties not later than two (2) years prior to the date of desired termination;

(3) The Withdrawing Party shall not be entitled to reimbursement from the other Parties for payments made pursuant to this Agreement prior to the date of termination; and

(4) On or before the Withdrawing Party's withdrawal date, the Withdrawing Party shall pay to NTECC all amounts due or owed by the Withdrawing Party pursuant to Article IV incurred or accrued prior to the date of the withdrawal.

(b) Except as set forth in this Section 2.03, the Withdrawing Party shall have no obligation to pay any amounts which come due after the effective date of the Withdrawing Party's withdrawal.

(c) The Withdrawing Party shall not be entitled to any distribution or payment from the other Cities or NTECC at the time of withdrawal from participation in this Agreement; provided, however, the Withdrawing Party shall continue to have the right to its share of the assets of NTECC upon termination and liquidation of NTECC pursuant to the NTECC Governing Documents and applicable state law. The other Cities shall have the right to offset the Withdrawing Party's liquidation share of NTECC based on any lawful Operation and Maintenance Expenses and additional capital expenditures in accordance with applicable state law, the NTECC Governing Documents, and generally acceptable accounting practices.

(d) The Withdrawing Party shall have no further right to the receipt of Public Safety Communications Services from NTECC except pursuant to a subsequent agreement with NTECC authorized by the Cities.

ARTICLE III NTECC SERVICES

Pursuant to the provisions of this Agreement and subject to the NTECC Governing Documents, NTECC is hereby authorized to provide, and agrees to provide, Public Safety Communications Services and Radio System Services for and on behalf of the Cities and shall have the authority necessary to take such action as reasonable and necessary to provide Public Safety Communications Services and Radio System Services to the Cities.

ARTICLE IV PAYMENTS

4.01. Annual Expense Budget. The Parties acknowledge and agree that payments to be made under this Agreement and similar agreements with Additional Entities, investment income, revenues received from other Persons' receipt of Public Safety Communications Services through use of the Facilities and the provision of Radio System Services to the Cities, and other revenues attributable to the use of the Facilities to provide Public Safety Communications Services, will be the only sources available to NTECC to provide the Annual Expense Budget; and that the Annual Expense Budget shall at all times be not less than an amount sufficient to pay or provide for the payment of:

(a) **Operation and Maintenance Component.** An "Operation and Maintenance Component" equal to the amount paid or payable for all Operation and Maintenance Expenses; and

(b) **Debt Service Component.** A "Debt Service Component" related to the cost of issuance and repaying the principal and interest on any debt issued by NTECC as authorized by the Cities pursuant to the NTECC Governing Documents.

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

(a) **Years 0 through 3:** For the period commencing on April 1, 2014 (notwithstanding that such date precedes the Effective Date of this Agreement), and ending on the last day of the third (3rd) complete Fiscal Year following the date NTECC commences providing Public Safety Communications Services to the Cities, the Cities' agree to pay NTECC an amount equal to the following percentages of NTECC's Annual Expense Budget (excluding the Radio System Service Charges and the Denco PSAP Charges):

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

(b) **Years 4 and After:** Commencing with the fourth (4th) complete Fiscal Year following the date NTECC commences providing Public Safety Communications Services to the Cities and for each Fiscal Year thereafter, the Cities' share of the percentage of NTECC's Annual Expense Budget (excluding the Radio System Service Charges and the Denco PSAP Charges) shall be adjusted based on the percentage of each City's Workflow during the three (3) most recent calendar years in relation to the total Workflow for all of the Cities for the same three (3) calendar years. By way of example, for the Fiscal Year beginning October 1, 2018, the percentage share of the Annual Expense Budget for the City of "A" (excluding the Radio System Service Charges and the Denco PSAP Charges) will be City A's Workflow for calendar years 2015, 2016, and 2017 divided by the total Workflow for all of the Cities for calendar years 2015, 2016, and 2017.

4.03 Division of Radio System Services Charges. If the Parties agree the Radio System Purchase Agreement and any and all related agreements should be assigned to NTECC, and, in fact, such assignment occurs such that NTECC assumes all operational as well as financial responsibilities under such agreements, each City agrees to pay NTECC a percentage of the costs and expenses related to providing Radio System Services based on the City's percentage of each City's ownership of the Radio System's Shared Components as set forth in the Radio System Agreement, which share shall be reflected in the Annual Expense Budget. As of the Effective Date, the Cities understand, acknowledge, and agree that the allocation of costs for the Radio System's Shared Components as set forth in the Radio System Agreement is as follows:

| | | |
|-----|----------------|-----|
| (1) | Addison | 1/6 |
| (2) | Carrollton | 1/2 |
| (3) | Coppell | 1/6 |
| (4) | Farmers Branch | 1/6 |

4.04 Division of Denco PSAP Agreement Costs. The Parties understand, acknowledge, and agree, that (i) NTECC has entered into the Denco PSAP Agreement setting forth the terms and conditions by which NTECC will serve as a 9-1-1 Public Safety Answering Point, (ii) telephone customers in Carrollton, but not the other Cities, currently pay a fee levied pursuant to state law (“Denco 911 Fee”) to provide funds to Denco to provide enhanced 9-1-1 call services within Denco’s jurisdictional boundaries, and (iii) it would be inequitable for Carrollton to be allocated a share of the Annual Expense Budget related to certain expenses due from NTECC under the Denco PSAP Agreement that are also being funded in part through payment of the Denco 911 Fee. In consideration of the understanding in the proceeding sentence, the Parties agree that:

(a) As long as the portion of the expenses related to Carrollton are being paid by Denco, the expenses to be paid by NTECC pursuant to Sections 7 and 8 of the Denco PSAP Agreement shall be proportionately allocated only to Addison, Coppell, and Farmers Branch based on each of said Cities’ respective populations as determined by the most recent decennial census divided by the total populations of Addison, Coppell, and Farmers Branch based on the most recent decennial census; and

(b) All other expenses incurred by NTECC pursuant to the Denco PSAP Agreement shall be allocated among all of the Cities in accordance with the percentage shares determined pursuant to Section 4.02, above.

4.05 Quarterly Payments by Cities. NTECC shall prepare and deliver an invoice to each City for the City’s share for Public Safety Communications Services, Radio System Services, and Denco PSAP Agreement Costs as determined by the Annual Expense Budget and Sections 4.02, 4.03, and 4.04, above. Such invoices shall be issued quarterly with the due dates to be the later of (i) October 1, January 1, April 1, and July 1 of each Fiscal Year and (ii) thirty (30) days after receipt of the invoice from NTECC. The initial invoice shall be delivered and payable on the first day of the Fiscal Year quarter after the approval of the first Annual Expense Budget for the portion of the Fiscal Year after the Effective Date of this Agreement.

4.06 Delinquent Payments. Payments not made by a City on or before the thirtieth (30th) day following receipt of the invoice for same shall be deemed delinquent. Interest shall accrue on delinquent payments at the rate authorized pursuant to Ch. 2251 of the Texas Government Code, as amended. NTECC is authorized to discontinue service under this Agreement to any City which fails to make any delinquent payment on or before the tenth (10th) day after NTECC provides written notice to such City in accordance with Tex. Govt. Code §2251.051. NTECC shall not be obligated to recommence provision of service to a City to whom services have been discontinued pursuant to this Section 4.06 until all past due amounts,

including any accrued interests and reasonable costs of collection authorized by law, have been paid to NTECC.

4.07 NTECC Annual Expense Budget. NTECC shall adopt and approve an Annual Expense Budget in accordance with applicable provisions of the NTECC Governing Documents. The Annual Expense Budget shall, as a minimum, reflect the Annual Expense Budget and all reasonable anticipated revenues for the Fiscal Year for which the Annual Expense Budget is to adopted.

4.08 Annual Budgets of Cities; Appropriation. Each City shall make provision in its annual budget and shall appropriate an amount sufficient, at a minimum, for the payment of all amounts required to be paid by the City during each Fiscal Year under this Agreement. Failure of a City to include in the City's annual budget funds to pay its share of NTECC's Annual Expense Budget for any Fiscal Year shall constitute a notice of withdrawal of that City's participation in this Agreement; in which case said City's right to use the Communications Center or receive Public Safety Communications Services or Radio System Services from NTECC shall be immediately suspended until said City appropriates funds to pay its share of the NTECC's Annual Expense Budget and, in fact, pays such funds as provided in Section 4.05, above. A City which fails for two consecutive Fiscal Years to include in its annual budget the funds necessary to pay its share of NTECC's Annual Expense Budget shall be deemed to be a Withdrawing Party pursuant to Article II of this Agreement.

4.09 Interest Income. All interest income earned by the investment of any funds created pursuant to any Bond Resolution shall be credited towards the payment of the Bond Service Component and taken into account in determining the Annual Expense Budget; except as to any fund or account created pursuant to the terms of a Bond Resolution or any financing document authorized by such Bond Resolution and funded from any Bond proceeds, together with all interest income earned by the investment thereof may, at the option of NTECC, be credited to such fund or account and used for the purposes for which the Bonds are issued, or be credited towards the payment of the Bond Service Component.

4.10 Place of Payment. Except to the extent otherwise provided by any Bond Resolution or as may otherwise be amended by written notice by NTECC to the Cities, all amounts due under this Agreement shall be paid and be due at the principal administrative offices of NTECC.

ARTICLE V MISCELLANEOUS OPERATIONAL MATTERS

5.01 NTECC Employees. To the extent feasible, the Parties understand and agree that as soon as reasonably feasible, but in any case prior to the commencement of the provision of Public Safety Communications Services to the Cities, NTECC agrees to hire the Cities' employees who, prior to NTECC assuming the provision of Public Safety Communications Services, performed substantially similar duties for the Cities with whom they were employed subject to the following:

(a) The amount and/or rate of wages and type and amount of employee benefits to be paid and/or provided to people hired by NTECC shall be at the sole discretion of NTECC;

(b) The City's employee must be willing to accept a position with NTECC not later than five (5) business days after the date the position is offered to the City employee;

(c) NTECC, through the Executive Director, shall have sole authority in determining to what position the person should be hired; and

(d) The person shall be subject to promotion, demotion, reassignment, suspension, and termination pursuant to NTECC's policies and procedures and applicable law.

5.02 Executive Director Not Subject To Section 5.01. Notwithstanding Section 5.01, above, NTECC shall have the right to employ NTECC's Executive Director without the obligation to fill such position with an employee of any of the Cities.

5.03 Issuance of Debt. Notwithstanding other provisions of this Agreement that refer to the issuance of debt by NTECC, the Parties understand, acknowledge, and agree that NTECC is not authorized to issue bonds, certificates of obligation, or other debt instruments without the prior unanimous consent of the Cities granted pursuant to the NTECC Governing Documents.

5.04 Establishment of Operational Policies and Procedures. The Parties understand, acknowledge, and agree that, subject to the NTECC Governing Documents, NTECC shall be solely responsible for the adoption, implementation, and enforcement of policies and procedures necessary for the operation and management of NTECC and the Facilities.

ARTICLE VI ADDITIONAL CAPACITY AND FACILITIES

As the responsible entity for the establishment, administration, management, operation, and maintenance of the Facilities, NTECC will, subject to the approval of the Cities as required by the NTECC Governing Documents, from time to time determine when and to what extent it is necessary to provide Additional Facilities to provide Public Safety Communications Services and/or Radio System Services to the Cities and, if necessary, to issue Bonds, subject to the provisions of this Agreement, to accomplish its purposes.

ARTICLE VII REMEDIES

7.01. Remedies. Notwithstanding anything in this Agreement to the contrary, as governmental entities, the Parties have not waived immunity from suit and liability under Texas law, and the execution and delivery of this Agreement does not constitute such a waiver. The foregoing sentence notwithstanding and to the extent permitted by law, the obligations,

agreements, and covenants of NTECC and each City (including, without limitation, the obligation of each City to pay its share of the Annual Expense Budget, as provided herein) contained in this Agreement may be enforced by any Party and any holder of Bonds of NTECC by such suits, actions, or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for mandamus or the specific performance of any covenant or agreement contained herein.

7.02. Legal Authority. In entering into this Agreement and performing all duties and obligations hereunder, the Cities and NTECC exercise their authority under and in accordance with the constitution and laws of the State including, but not limited to the Act, the Cities' Charters, and all other laws that may authorize this Agreement, all of which provisions and laws, cited or uncited herein, shall cumulatively provide the authority for this Agreement.

ARTICLE VIII MISCELLANEOUS

8.01 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, by hand-delivery or facsimile transmission and addressed to the respective Party at the following address:

If intended for Addison:

Town of Addison
Attn: City Manager
5300 Belt Line Road
Dallas, Texas 75254

With copy(ies) to:

City Attorney
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

If intended for Carrollton:

City of Carrollton
Attn: City Manager
1945 E. Jackson Road
Carrollton, Texas 75006

With copy(ies) to:

City Attorney
City of Carrollton
1945 E. Jackson Road
Carrollton, Texas 75006

If intended for Coppell:

City of Coppell
Attn: City Manager
255 E. Parkway Boulevard
Coppell, Texas 75019

With copy(ies) to:

Robert E. Hager
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

If intended for Farmers Branch:

With copy(ies) to:

City of Farmers Branch
Attn: City Manager
13000 William Dodson Parkway
Farmers Branch, Texas 75234

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

If intended for NTECC

With copy to:

North Texas Emergency Communications
Center, Inc.
Attn: President
13000 William Dodson Parkway
Farmers Branch, Texas 75234

Kevin B. Laughlin
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

8.02 Governing Law. The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the Parties shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

8.03 Party Responsibility. To the extent allowed by law, and without waiving any governmental immunity available to the Parties under Texas law, or any other defenses the Parties are able to assert under Texas law, each Party agrees to be responsible for its own negligent or otherwise tortious acts or omissions in the course of performance of this Agreement.

8.04 Immunity. It is expressly understood and agreed that, in the performance of this Agreement, none of the Parties waive, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to them against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement.

8.05 Entire Agreement. This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

8.06 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

8.07 Recitals. The recitals to this Agreement are incorporated herein.

8.08 Amendment. This Agreement may only be amended by the mutual written agreement of all of the Parties.

8.09 Place of Performance. Performance and all matters related thereto shall be in Dallas County, Texas.

8.10 Authority to Enter Agreement. Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to sign this Agreement. The persons signing this Agreement hereby represent that they have authorization to sign on behalf of their respective Party.

8.11 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

8.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

8.13 Assignment. No Party may assign, transfer, or otherwise convey this Agreement without the prior written consent of the other Parties.

8.14 Consents. Unless expressly stated otherwise, whenever the consent or the approval of a Party is required herein, such Party shall not unreasonably withhold, delay or deny such consent or approval.

8.15 Good Faith Negotiation; Dispute Mediation. Whenever a dispute or disagreement arises under the provisions of this Agreement, the Parties agree to enter into good faith negotiations to resolve such disputes. If the matter continues to remain unresolved, the Parties shall refer the matter to outside mediation, the costs of which shall be shared equally, prior to engaging in litigation (unless delaying the filing of a lawsuit might result in the lawsuit being barred, including but not limited to a bar by a statute of limitations). The provisions of this Section 8.15 shall survive termination.

8.17 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

8.18 Source of Payment. Each City paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying City or from funds otherwise lawfully available to the City for use in the payment of the City's obligations pursuant to this Agreement.

8.19 Force Majeure. No Party shall be liable to any or all of the other Parties for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the Party's respective control or because of applicable law,

including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, any other reason of Force Majeure (as defined in Section 1.01, above), or any other circumstance for which a Party is not legally responsible or which is not reasonably within its power to control. The affected Party's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the Party shall endeavor to remove or overcome the inability claimed with all reasonable dispatch.

(Signatures on following pages)

Town of Addison Signature Page

SIGNED AND AGREED this _____ day of _____, 2014.

TOWN OF ADDISON

By: _____
Lea Dunn, City Manager

ATTEST:

Matthew McCombs, City Secretary

APPROVED AS TO FORM:

City Attorney

City of Carrollton Signature Page

SIGNED AND AGREED this _____ day of _____, 2014.

CITY OF CARROLLTON

By: _____
Leonard Martin, City Manager

ATTEST:

Krystle F. Nelinson, City Secretary

APPROVED AS TO FORM:

Meredith A. Ladd, City Attorney

City of Coppel Signature Page

SIGNED AND AGREED this _____ day of _____, 2014.

CITY OF COPPELL

By: _____
Clay Phillips, City Manager

ATTEST:

Christel Pettinos, City Secretary

APPROVED AS TO FORM:

City Attorney

City of Farmers Branch Signature Page

SIGNED AND AGREED this _____ day of _____, 2014.

CITY OF FARMERS BRANCH

By: _____
Gary D. Greer, City Manager

ATTEST:

Angela Kelly, City Secretary

APPROVED AS TO FORM:

Peter G. Smith, City Attorney

NTECC Signature Page

SIGNED AND AGREED this _____ day of _____, 2014.

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

By: _____
Gary D. Greer President

APPROVED AS TO FORM:

Kevin B. Laughlin, General Counsel

Combined Meeting

ES1

Meeting Date: 12/09/2014

Department: City Manager

Council Goals: N/A

AGENDA CAPTION:

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

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

Combined Meeting

ES2

Meeting Date: 12/09/2014

Department: City Manager

Council Goals: N/A

AGENDA CAPTION:

Closed (Executive) session of the Addison City Council pursuant to Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter, to wit, a shopping center lease in which the Town is the tenant at Village on the Parkway; and pursuant to Section 551.071, Tex. Gov. Code, to deliberate the said lease of real property.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:
