



**AGENDA**

**WORK SESSION OF THE CITY COUNCIL**

**6:00 P.M.**

**AND**

**REGULAR MEETING OF THE CITY COUNCIL**

**JUNE 12, 2007**

**7:30 P.M.**

**TOWN HALL**

**5300 BELT LINE ROAD**

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**WORK SESSION**

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Item #WS1 - Discussion regarding Police Department equipment.

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Item #WS2 - Discussion regarding economic development proposal from Authentix, Inc..

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Item #WS3 - Discussion regarding adopting Goals and Policies for the Brookhaven Village neighborhood as an amendment to the Town of Addison's Comprehensive Plan.

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## REGULAR SESSION

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Item #R1 - Consideration of Old Business.

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Item #R2 - Consent Agenda.

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#2a - Approval of the Minutes for the May 22, 2007, Council Meeting and Special Work Session for June 2, 2007.

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#2b - Consideration and approval to authorize the City Manager to approve the purchase of 447 water meters from Hersey Meter Company in an amount not to exceed \$86,380.20.

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Item #R3 - **PUBLIC HEARING** regarding and consideration of approval of an Ordinance adopting Goals and Policies for the Brookhaven Village neighborhood as an amendment to the Town of Addison's Comprehensive Plan.

Attachments:

1. Council Agenda Item Overview
2. Goals and Policies

The Planning and Zoning Commission adopted the attached Goals and Policies at its regular meeting on February 22, 2007.

Voting:

Voting Aye: Bernstein, Daseke, Gaines, Jandura, Wood

Voting Nay: None

Absent: Chafin

One seat vacant

Administrative Recommendation:

Administration recommends approval.

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Item #R4 - **FINAL PLAT/Karta Addition**. Consideration of approval of a final plat for one lot, located on a tract of 05027 acres, in a C-1 (Commercial-1) zoning district, at 4397 Westgrove Drive, on application from Karta Geospatial Consultants, LLC, represented by Mr. Lynn Kadleck of Kadleck and Associates.

Attachments:

1. Staff Report
2. Application
3. Plat

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on May 24, 2007, voted to recommend approval of the final plat on application from Lynn Kadlec, of Kadleck and Associates, subject to the following conditions:

1. The Thoroughfare Plan designates Westgrove Drive as a Commercial Collector which requires a 68' Right-of-Way. As a result, a 4' right-of-way dedication is required on the plat.
2. Add the "Certificate of Approval" block.
3. Change all references of "City of Addison" to "Town of Addison."
4. Remove the building setback line.
5. The face of the plat appears to have the incorrect document reference for Tract 9. Please verify.
6. Provide a closure sheet.

Voting:

Voting Aye: Bernstein, Chafin, Daseke, Gaines, Jandura, Lay, Wood

Voting Nay: None

Absent: None

Administrative Recommendation:

Administration recommends approval.

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Item #R5 - **PUBLIC HEARING Case 1541-Z/Authentix**. Consideration of approval of an amendment to an existing Planned Development zoning District (Ordinance 000-016) in order to add an allowed use, that use being: light assembly to include scientific production of security taggants and specialty

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ink systems through the use of materials engineering processes and other laboratory techniques. Allowed uses would also include nanotechnology which is the control of matter on the scale of smaller than one micrometer, located at 4355-4555 Excel Parkway, on application from Authentix, Inc.

Attachments:

1. Staff Report
2. Application
3. Plans

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on May 24, 2007, voted to recommend approval of the request on application from Authentix, Inc., subject to no conditions.

Voting:

Voting Aye: Bernstein, Chafin, Daseke, Gaines, Jandura, Lay, Wood  
Voting Nay: None  
Absent: None

Administrative Recommendation:

Administration recommends approval.

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Item #R6 - **PUBLIC HEARING** Case 1534-Z/Intervest Ventures Group. Consideration of approval of a change of zoning from UC-Commercial sub-district to UC – Residential sub-district, and consideration of a final development plan, for property located on 3.918 acres at the southeast corner of Airport Parkway and Quorum Drive, on application from Intervest Ventures Group, represented by Mr. David Simmons.

Attachments:

1. Docket Map
2. Staff Report
3. Plans (Previously sent to Council)

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on May 24, 2007, voted to recommend the following:

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Approval of the change of zoning from UC – Commercial sub-district to UC, Residential sub-district.

Approval of the concept plan, as submitted by the applicant, for a development in an UC – Residential sub-district.

Approval of the following waivers to design standards:

Waiver of design standards in order to allow lot widths to be 20 feet as opposed to the 25 feet required by the ordinance.

Waiver to design standards in order to allow depths of 45 feet as opposed to the 55 feet required by the ordinance.

Waiver to design standards in order to allow lot coverage of 100% of the lot as opposed to the 65% of the lot required by the ordinance.

Waiver to design standards in order to allow a minimum two-foot build-to line against the Category C, (Residential) Streets as opposed to the five-foot build-to line required by the ordinance, and a waiver to design standards in order to allow a seven-foot build-to line against the Category D (Quorum, Spectrum, Airport Parkway) streets as opposed to the ten-foot build-to line required by the ordinance.

Waiver to design standards in order to use hardi-plank siding as a siding material on an exterior façade.

Waiver of design standards to allow composition roofs, with a requirement that a 50-year composition shingle be used.

Approval of the final development plans, subject to the following conditions:

- All air conditioning screening fences shall be of a solid material, and shall screen the air conditioning units from all sides.

- All paving and drainage design and construction must meet city standards.

- All air conditioning screening fences shall be of a solid material, and shall screen the air conditioning units from all sides.

- All paving and drainage design and construction must meet city standards.

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-A final site plan must be approved by the Fire Department before issuance of a building permit.

-Detailed streetscape plans shall be submitted for review and approval for lighting, paving, irrigation, site furniture, and planting prior to the issuance of a building permit.

-The on-going open space maintenance shall be the owners/homeowners association's responsibility, which includes the maintenance of the living screen area along Airport Parkway.

-Plans shall include a solution for the problem of noise generated by the chiller that is across the street on the Madison office building property. That solution might include building a sound wall around the chiller, or adding insulating windows in the units closest to the chiller.

-A final site plan must be approved by the Fire Department before issuance of a building permit.

-Detailed streetscape plans shall be submitted for review and approval for lighting, paving, irrigation, site furniture, and planting prior to the issuance of a building permit.

-The on-going open space maintenance shall be the owners/homeowners association's responsibility, which includes the maintenance of the living screen area along Airport Parkway.

-Plans shall include a solution for the problem of noise generated by the chiller that is across the street on the Madison office building property. That solution might include building a sound wall around the chiller, or adding insulating windows in the units closest to the chiller.

Voting:

Voting Aye: Chafin, Daseke, Jandura, Lay, Wood

Voting Nay: Bernstein, Gaines

Absent: None

Administrative Recommendation:

Administration recommends denial.

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During a Council Work Session held on May 17, 2007, the Council asked for additional information regarding the floor plans and elevations for this project. The applicant had indicated that the buildings he was proposing would be in a different segment and sold at a different price point than the adjacent CityHomes Townhomes.

Administration has reviewed the plans submitted by the applicant and does not feel they depict a product that is significantly different from the 183 units that CityHomes is building.

Administration initially had concerns that this product would result in too many units of the same type in Addison Circle.

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Item #R7 - **PUBLIC HEARING** Case 1542-SUP/Town of Addison, consideration of approval of a change of zoning by the approval of a Special Use Permit for an installation of a public utility (a Public meeting facility), on property zoned C-1 (Commercial-1) district located generally in the 4800 block of Broadway, on application from the Town of Addison, represented by Mr. Clay Barnett.

Attachments:

1. Staff Report
2. Application
3. Plans

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on May 24, 2007, voted to recommend approval of the request on application from the Town of Addison, subject to no conditions.

Voting:

Voting Aye: Bernstein, Chafin, Daseke, Gaines, Jandura, Lay, Wood  
Voting Nay: None  
Absent: None

Administrative Recommendation:

Administration recommends approval.

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Item #R8 - Consideration of approval of contract with FirstCall Interactive Network, Inc., to provide a fully hosted and managed Multi-Media Emergency Community Notification Solution in the amount of \$5,000, and authorizing the City Manager to execute the same, subject to the City Attorney's final approval.

Attachments:

1. Council Agenda Item Overview
2. Reverse 911 Comparison 05-15-07
3. Contract
4. Interactive Community Notification

Administrative Recommendation:

Administration recommends approval.

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Item #R9 - Consideration of approval of a contract with Sigma Surveillance, Inc., for the purchase and installation of a Video Camera Monitoring System at the Addison Athletic Club in the amount of \$36,297, and authorizing the City Manager to execute the same, subject to the City Attorney's final approval.

Attachments:

1. Council Agenda Item Overview
2. 07-08 Video Surveillance RFP
3. Comparison for Cameras
4. Sigma Proposal

Administrative Recommendation:

Administration recommends approval.

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Item #R10 - Consideration of approval of a contract with Allied Network Solutions, Inc., for the purchase and installation of 182 PCs and two (2) integrated Laptops in the amount of \$168,118.62, and authorizing the City Manager to execute the same, subject to the City Attorney's final approval.

Attachments:

1. Council Agenda Item Overview
2. Quote for Allied Network Solutions



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3. Agreement with Allied Network Solutions
  4. List of Services Needed from Vendor

Administrative Recommendation:

Administration recommends approval.

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Item #R11 - Consideration of approval of an agreement with PPI Marketing to provide sponsorship services to the Town from June 1, 2007 through May 31, 2009, and authorizing the City Manager to execute the same.

Attachments:

1. Council Agenda Item Overview
2. Sponsorship Agreement

Administrative Recommendation:

Administration recommends approval.

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## EXECUTIVE SESSION

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Item #ES1 - Closed (executive) session of the City Council pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with its attorney(s) to seek the advice of its attorney about contemplated litigation, and/or on a matter or matters in which the duty of the attorney(s) to the Town Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Tex. Gov. Code, regarding and relating to the design and construction of the Addison Airport Bulk Fuel Storage Facility.

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Item #R12 - Consideration of approval of Change Order No. 3, encompassing all unresolved additions and modifications to the original project design associated with the contract for the construction of the Addison Airport Bulk Fuel Storage Facility, and authorizing the City Manager to execute the same.

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Item #R13 - Consideration of approval of the appointment of the City Attorney.

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Item #R14 - Consideration of and approval to authorize the City Manager to enter into an agreement with MPF Services to produce a video on "The Addison Way" in an amount not to exceed \$10,000.

Attachments:

1. Council Agenda Overview Item
2. MPF Proposal for "The Addison Way" Video
3. Consulting Services Contract, 4/16/2007

Administrative Recommendation:

Administration recommends approval.

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Adjourn Meeting

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Posted:

June 8, 2007 at 5:00 p.m.

Mario Canizares - City Secretary

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

**Council Agenda Item #WS1**

**There are no attachments for this Item.**

**Council Agenda Item #WS2**

**There are no attachments for this Item.**

**Council Agenda Item #WS3**

**There are no attachments for this Item.**

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

June 2, 2007  
9:00 A.M. – Stone Cottage  
4901 Addison Circle

Present: Mayor Chow, Councilmembers Braun, Kraft, Meier, Mellow and Niemann.

Absent: Councilmember Hirsch arrived at 9:58 A.M.

Item #ES1 Mayor Chow requested that #ES1 be considered at 1:30 P.M.

Item #S1 Mayor Chow requested that #S1 be considered after #ES1.

Item #S2 Discussion of results of the City Council Survey.

Randy Moravec led the discussion regarding the results of the City Council Survey.

Item #S3 Discussion regarding the General Fund Long-Term Update.

Bryan Langley led the discussion regarding the General Fund Long-Term Update.

Item #S6 was discussed after Item #S3.

Item #S6 Discuss the Process for Receiving the Citizen Advisory Committee Recommendations.

Nancy Bartlett led the discussion of the Process for Receiving the Citizen Advisory Committee Recommendations.

Item #S4 Discussion of the City Council Goals.

This Item was not discussed.

Item #S5 Discussion of Vision 2030.

This Item was not discussed.

At 1:36 P.M., Mayor Chow announced that the Council would convene into Executive Session to discuss the following item:

Item #ES1 Closed (executive) session of the City Council, pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with its attorney(s) to seek the advice of its attorney(s) about pending litigation, to wit: *The City of Addison, Texas v. Transcontinental Realty Investors, Inc., et al.*, No. 05-05-01554-CV, Fifth District Court of Appeals, Dallas, Texas.

The Council came out of Executive Session at 2:43 P.M.

Item #S1 Consideration to authorize the City Manager to enter into settlement negotiation, by and through mediation, in *The City of Addison, Texas v. Transcontinental Realty Investors, Inc., et al.*, No. 05-05-01554-CV, Fifth District Court of Appeals, Dallas, Texas.

Councilmember Mellow moved to duly authorize the City Manager to enter into settlement negotiation, by and through mediation, in *The City of Addison, Texas v. Transcontinental Realty Investors, Inc., et al.*, No. 05-05-01554-CV, Fifth District Court of Appeals, Dallas, Texas.

Councilmember Meier seconded. Motion carried.

Voting Aye: Chow, Braun, Kraft, Meier, Mellow, Hirsch and Niemann.

Absent: None

There being no further business before the Council, the Work Session was adjourned.

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Mayor

Attest:

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City Secretary

## OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

May 22, 2007  
7:30 P.M. – Town Hall  
5300 Belt Line Road

Present: Mayor Chow, Councilmembers Braun, Kraft, Mallory, Mellow, Hirsch and Niemann.

Absent: None

Item #R1 - Consideration of Old Business.

The following employees were introduced to the Council: Natasha Lewis with the Police Department, Joel Jenkinson with the Addison Airport, Gerald Johnson with the Parks Department and Bruce Hopewell with the Building Inspection Department.

Item #R2 - Consent Agenda.

#2a - Approval of the Minutes for the May 8, 2007, Council Meeting. (Approved as written.)

Councilmember Niemann moved to duly approve the Minutes for the May 8, 2007, Council Meeting.

Councilmember Braun seconded. Motion carried.

Voting Aye: Chow, Braun, Kraft, Mallory, Mellow, Niemann, Hirsch  
Voting Nay: None

Item #R3 - Consideration and approval of an Ordinance canvassing the results of the Municipal Election held on May 12, 2007.

Councilmember Braun moved to duly approve Ordinance No. 007-014 canvassing the results of the Municipal Election held on May 12, 2007.

Councilmember Mallory seconded. Motion carried.

Voting Aye: Chow, Braun, Kraft, Mallory, Mellow, Niemann, Hirsch  
Voting Nay: None

Councilmember Mallory stepped down from the Council dais and Todd Meier assumed his Council position.

Item #R4 - Appointment of Mayor Pro Tempore and Deputy Mayor Pro Tempore.

Councilmember Kraft motioned to appoint Tom Braun as Mayor Pro Tempore and Roger



Mellow as Deputy Mayor Pro Tempore.

Councilmember Mellow seconded. Motion carried.

Voting Aye: Chow, Braun, Kraft, Meier, Mellow, Niemann, Hirsch

Voting Nay: None

Item #R5 - Discussion and consideration of the Town of Addison hosting a delegation from our Sister City, Bancaio, Taiwan.

Ron Whitehead led the discussion of the Town of Addison hosting a delegation from our Sister City, Bancaio, Taiwan. There was no action taken on this item.

Item #R6 - Discussion and update regarding the Citizen Advisory Committee process.

Mario Canizares reviewed the Citizen Advisory Committee process. There was no action taken on this item.

Item #R7- Presentation of Financial Quarterly Report for the period ending March 31, 2007.

Randy Moravec made the Presentation of Financial Quarterly Report for the period ending March 31, 2007. There was no action taken on this item.

Item #R8 - Presentation of Introduction to Addison's Budgeting Process and distribution of Council Surveys.

Randy Moravec made the Presentation of Introduction to Addison's Budgeting Process and the distribution of Council Surveys. There was no action taken on this item.

Item #R9 - Consideration and approval of an ordinance granting a meritorious exception to Section 62-163, Specifications of Signs of the Sign Ordinance, for Staples which is located at 4400 Belt Line Road.

Councilmember Braun moved to duly approve Ordinance 007-015 granting a meritorious exception to Section 62-163, Specifications of Signs of the Sign Ordinance, for Staples which is located at 4400 Belt Line Road.

Councilmember Kraft seconded. Motion carried.

Voting Aye: Chow, Braun, Kraft, Meier, Mellow, Niemann, Hirsch

Voting Nay: None

Item #R10 - Consideration and approval to authorize the City Manager to enter into contract with Metrocrest Medical Services for pre-hospital emergency medical control for \$26,400.00.

Councilmember Niemann moved to duly authorize the City Manager to enter into contract with Metrocrest Medical Services for pre-hospital emergency medical control for \$26,400.00, subject to approval of the City Attorney.

Councilmember Braun seconded. Motion carried.

Voting Aye: Chow, Braun, Kraft, Meier, Mellow, Niemann, Hirsch  
Voting Nay: None

Item #R11 - Consideration and approval authorizing the City Manager to execute an engineering design contract with HNTB Corporation for the Sierra Taxiway/Apron Pavement Replacement at the Addison Airport in an amount not to exceed \$64,989.00.

Councilmember Kraft moved to duly authorize the City Manager to execute an engineering design contract with HNTB Corporation for the Sierra Taxiway/Apron Pavement Replacement at the Addison Airport in an amount not to exceed \$64,989.00, subject to review and approval of the City Attorney.

Councilmember Mellow seconded. Motion carried.

Voting Aye: Chow, Braun, Kraft, Meier, Mellow, Niemann, Hirsch  
Voting Nay: None

Item #ES1 - Closed (executive) session of the City Council, pursuant to Section 551.071 of the Texas Government Code, to conduct a private consultation with its attorney(s) to (i) seek the advice of its attorney(s) about pending litigation, to wit: *In re Calla Davis, et al*, Case No. 07-0147, Supreme Court of Texas, and (ii) on a matter in which the duty of the attorney(s) to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code, regarding and relating to the sale of alcoholic beverages, and including House Bill No. 2957 and Senate Bill 1735 filed with the 80<sup>th</sup> Regular Session of the Texas Legislature.

No action was taken on this Item. The item was withdrawn by Staff.

Item #ES2 - Closed (executive) session of the City Council, pursuant to Section 551.071 of the Texas Government Code, to conduct a private consultation with its attorney(s) to seek the advice of its attorney(s) regarding certain pending litigation, to wit: *The City of Addison, Texas v. Transcontinental Realty Investors, Inc., et al.*, No. 05-05-01554-CV, Fifth District Court of Appeals, Dallas, Texas, and on a matter in which the duty of the attorney(s) to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code, regarding and

relating to matters concerning access to Addison Airport and including House Bill 2955 and Senate Bill 1462 filed with the 80<sup>th</sup> Regular Session of the Texas Legislature.

No action was taken on this Item. The item was withdrawn by Staff.

Item #ES3 - Closed (executive) session of the City Council, pursuant to Section 551.071 of the Texas Government Code, to conduct a private consultation with its attorney(s) on a matter in which the duty of the attorney(s) to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code, regarding and relating to matters concerning and including the Dallas Area Rapid Transit 2030 Transit System Plan and the Cotton Belt Rail Line, and House Bill No. 107 filed with the 80<sup>th</sup> Regular Session of the Texas Legislature.

No action was taken on this Item. The item was withdrawn by Staff.

Item #R12 - Discussion and consideration of any action in connection with or related to pending litigation, to wit: *In re Calla Davis, et al*, Case No. 07-0147, Supreme Court of Texas, and/or relating to the sale of alcoholic beverages, and including House Bill No. 2957 and Senate Bill 1735 filed with the 80<sup>th</sup> Regular Session of the Texas Legislature.

John Hill gave an update on this item. No action was taken on this Item.

Item #R13 - Discussion and consideration of any action regarding pending litigation, to wit: *The City of Addison, Texas v. Transcontinental Realty Investors, Inc., et al*, No. 05-05-01554-CV, Fifth District Court of Appeals, Dallas, Texas, and/or regarding and relating to matters concerning access to Addison Airport, including House Bill 2955 and Senate Bill 1462 filed with the 80<sup>th</sup> Regular Session of the Texas Legislature.

John Hill gave an update on this item. No action was taken on this Item.

Item #R14 - Discussion and consideration of any action in connection with or related to the Dallas Area Rapid Transit 2030 Transit System Plan and the Cotton Belt Rail Line, and House Bill No. 107 filed with the 80<sup>th</sup> Regular Session of the Texas Legislature.

John Hill gave an update on this item. No action was taken on this Item.

There being no further business before the Council, the meeting was adjourned.

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Mayor

Attest:

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City Secretary

**Council Agenda Item: #2b**

**SUMMARY:**

This item is for the approval of purchasing 447 water meters from Hersey Meter Company in the amount not to exceed \$86,380.20.

**FINANCIAL IMPACT:**

Budgeted Amount: \$100,000.00

Cost: \$86,380.20

Funds are available in the Meter Service Connections portion of the Utility Budget.

**BACKGROUND:**

**RECOMMENDATION:**

**Water Meters  
 Bid No. 07-14  
 DUE: May 25, 2007  
 2:00 PM**

<b>BIDDER</b>	<b>Signed</b>	<b># of Meters Bid</b>	<b>Total Bid</b>
Hersey Meters	y	447	\$86,380.20
Atlas Utility Supply Company	y	447	\$127,435.00
HD Supply Waterworks, Ltd.*	y	271	\$28,661.52

*Shanna N. Sims*

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Shanna N. Sims, Strategic Services Manager

*Bryan Langley*

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Witness

\* Did not submit a bid on all items.

**Council Agenda Item: #R3**

**DEPARTMENT:**

**Development Services, Planning and Zoning**

**SUMMARY:**

**Requesting approval of an Ordinance adopting Goals and Policies for the Brookhaven Village neighborhood as an amendment to the Town of Addison's Comprehensive Plan**

**FINANCIAL IMPACT:**

**None**

**BACKGROUND:**

**The Goals and Policies were brought forward by the staff, in conjunction with the Planning and Zoning Commission. The Goals and Policies should set a direction for any future rezoning actions that might be enacted in the neighborhood.**

**The Planning and Zoning Commission adopted the attached Goals and Policies at its regular meeting on February 22, 2007**

**RECOMMENDATION:**

**Staff recommends the Council approve an Ordinance adopting the Addison Comprehensive Plan Goals and Policies for the Brookhaven Village neighborhood.**

Addison Comprehensive Plan  
**Brookhaven Village**

**Background**

The Brookhaven Village Area, defined by Spring Valley Road on the North, Marsh on the West, Brookhaven Community College on the south and the Town limit on the east, provides an opportunity to create an exciting new sustainable pedestrian-oriented community within the Town of Addison.

**Sustainable Community.** A neighborhood achieves true sustainability when it offers a mix of uses including retail and restaurants, pedestrian-orientation, and a range of housing types to accommodate a person's full life-cycle. This is the type of neighborhood that can develop a palpable "sense of community" because people do not have to move out when their housing needs change. Residents get to know their neighbors and stay engaged because they are committed to the community. These are also the types of neighborhoods that will attract reinvestment over time.

**Residential Unit Type.** It is important to diversify the unit type in the Village so that a range of household types are attracted, and residents are provided with opportunities to move up or down to units of different sizes and with different amenities.

**Neighborhood Retail.** Greenhaven Village Shopping Center has the opportunity to both retain its auto-oriented business from Marsh and Spring Valley, and to create a new destination in the area by adding "third place" neighborhood-oriented retail. This pedestrian environment has proven successful throughout the region in conjunction with higher density residential projects like Addison Circle, Legacy Town Center, West Village and others.

**Connections.** A key ingredient to creating desirable and sustainable communities is providing connections -- connections between home, work, recreation, retail, dining and education.

Brookhaven Village residents would be able to walk or bicycle to Greenhaven Village Shopping Center at the southeast corner of Spring Valley and Marsh,



**Third Places**

Sociologist Ray Oldenburg coined the phrase "Third Places" to describe locations other than home (the first place) or work (the second place) that provide an informal gathering spot in which boundaries such as professional disciplines, social standing, or corporate rank are not recognized, and informal networking and chance conversations among patrons can lead to exchanges of ideas. They are also often used as ad hoc work and meeting places by clientele not tied to a traditional workplace, setting the stage for still more chance interactions. Coffee shops, pubs, alfresco cafes and even bookstores can qualify as third places.



Brookhaven Community College, Green Hill School, Brookhaven Country Club and Addison's trail system and Athletic center.

**Creek Corridor.** The corridor along the creek, which is named "Farmers Branch," provides an opportunity to preserve flood plain and create an open space amenity with trails that will connect to Brookhaven Community College and to the Town's trail system and Athletic Center. This corridor will provide an important link in a Town-wide system connecting Town Hall to Addison Circle, retail and restaurant districts to the Community College. This will be a major amenity for residents.

**Access.** Brookhaven Club Drive should be enhanced to provide a signature tree lined street with parking, entry features and a round-about. As illustrated in the Brookhaven Village Concept Diagram, it could also include a trail that would connect the Town's trail system to Farmers Branch and Brookhaven County Club.

A new diagonal roadway from Marsh to the Community College, called Brookhaven Commons Drive on the diagram, would create a central focus for the community at the round-about and provide a new entry to both the Village neighborhood and the Community College. This would also serve as an important pedestrian corridor to connect with the retail area.

**Environmental Responsiveness.** New development should sensitively respond to the unique conditions of this neighborhood and the environment of north central Texas. Following principles established for LEED certification of buildings (Leadership in Energy and Environmental Design) and neighborhoods (LEED-ND) by the U.S. Green Building Council (USBC), site and building layout and design should address such issues as:

- Neighborhood layout, diversity of uses and linkages to surrounding areas to facilitate pedestrian and bicycle movement and outdoor use.
- Design of pedestrian paths, streets and public areas including providing shade, green areas and places for social gathering and interaction.
- The orientation, design and construction of new buildings to minimize net energy and water use and improve air quality.

## **Policies**

1. **Create an enhanced tree-lined Brookhaven Club Drive with on-street parking to slow traffic, a round-about to discourage through traffic and a pedestrian trail.**
2. **Create a new street (Village Commons Drive) that crosses Brookhaven Country Club Dr. at 90 degrees and provides a new entrance to the community from Marsh Lane through Greenhaven Village Shopping Center, and a ceremonial entrance to Brookhaven Community College from the north.**

An enhanced Brookhaven Club Drive and the new Village Commons Drive will help establish a village identity and provide a high quality armature around which the new neighborhood can be built.

Village Commons Drive also offers the opportunity to provide a prime location for performing arts, cultural and civic facilities. It should not however, handle any service traffic for the college.

- 3. Encourage a blend of residential unit types including town home and condominium/apartment; as well as high rise and low rise.**

As often as possible, provide that all residential units at grade have windows and front door entries which face the sidewalk similar to the standards for Les Lacs Village.

- 4. Work with retail property owners to create a neighborhood-oriented “third place” environment that is well connected to the Village.**
- 5. Work with developers to include connections within and through their developments that will provide residents with greater non-vehicle-oriented connections.**

This could include a trail along the enhanced Brookhaven Club Drive and along the [creek name] open space corridor.

- 6. Investigate and pursue options for an environmentally sustainable community, including following LEED standards for building and neighborhood design.**

This would not include a requirement for LEED certification, but rather ensure a serious response to the importance of creating a sustainable neighborhood.



**Addison Circle**



**Addison TXU Right-of-Way**



**Chicago**



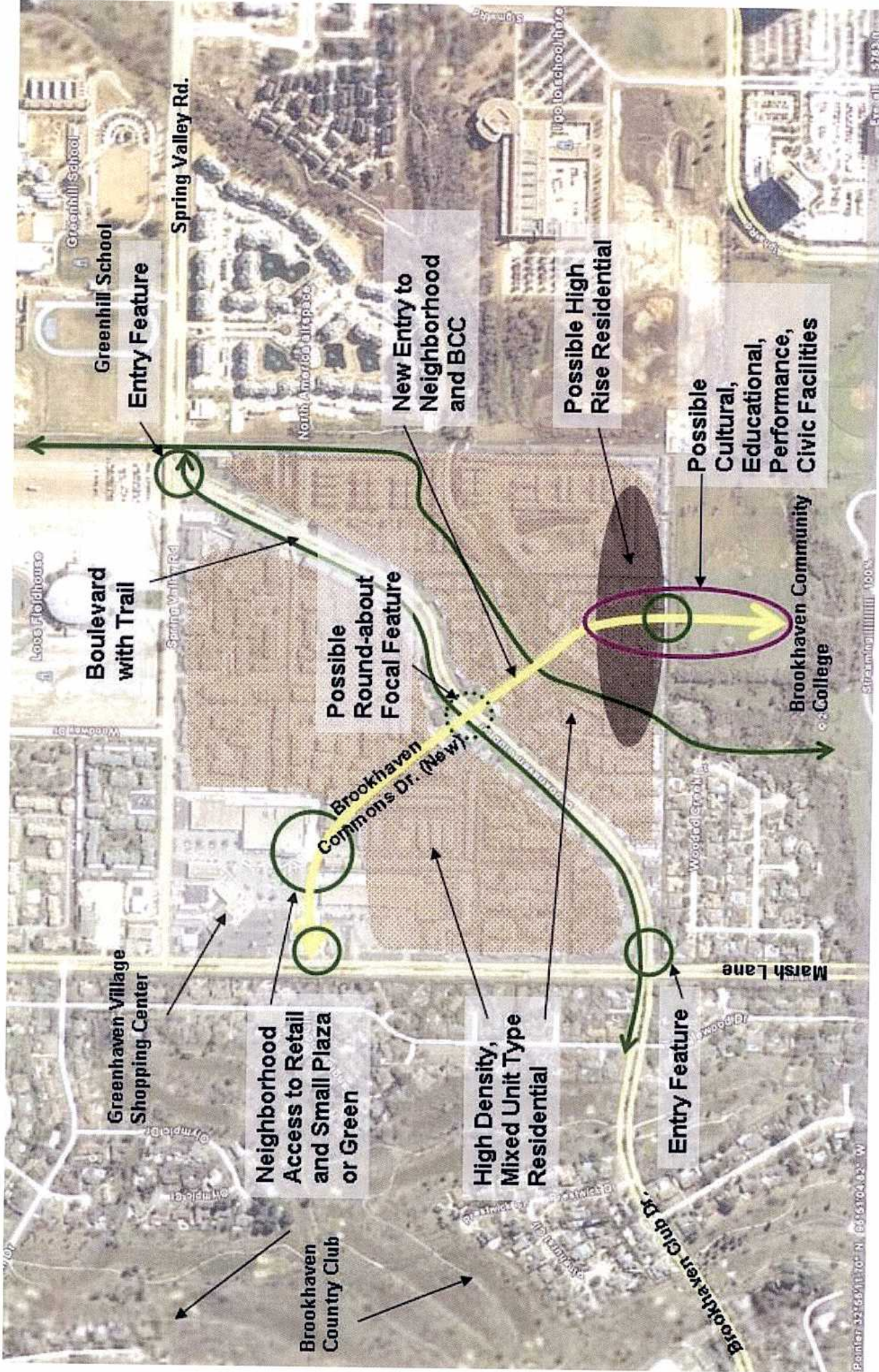
**Vancouver**



**Vancouver**



**Calgary**



**Greenhill School**  
Entry Feature

Spring Valley Rd.

**New Entry to Neighborhood and BCC**

**Possible High Rise Residential**

**Possible Cultural, Educational, Performance, Civic Facilities**

**Boulevard with Trail**

**Possible Round-about Focal Feature**

**Brookhaven Community College**

**Brookhaven Commons Dr. (New)**

**Greenhaven Village Shopping Center**

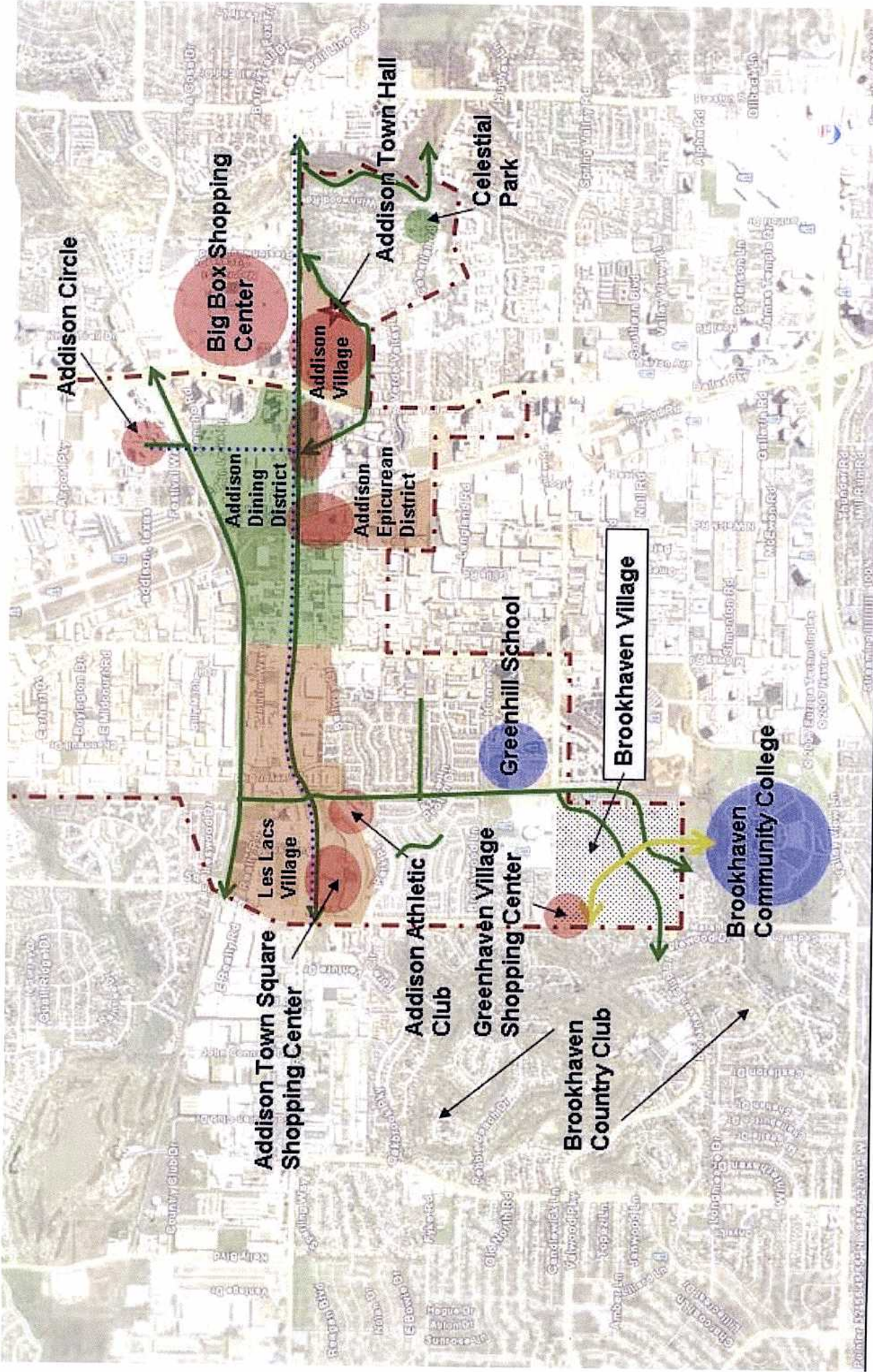
**Neighborhood Access to Retail and Small Plaza or Green**

**High Density, Mixed Unit Type Residential**

**Entry Feature**

**Brookhaven Country Club**

*Addison!* Brookhaven Village  
**CONCEPT**



*Addison!*

Brookhaven Village

# CONNECTIONS DIAGRAM

May 17, 2007

STAFF REPORT

RE: FINAL PLAT/Karta Addition

LOCATION: One lot on .5027 acres in a C-1 (Commercial-1) district at 4397 Westgrove Drive

REQUEST: Approval of a final plat

APPLICANT: Kadleck and Associates, represented by Mr. Lynn Kadleck

DISCUSSION:

Background. This site was used for a parking lot for service vans that went to an operation next door to this lot. The parking lot is currently vacant. A new owner has purchased the lot, and he wants to subdivide the property to create a legal lot. However, there are no plans to develop the property at this time.

Public Works Review. Public Works reviewed the proposed plat and notes the following:

1. The Thoroughfare Plan designates Westgrove Drive as a Commercial Collector which requires a 68' Right-of-Way. As a result, a 4' right-of-way dedication is required on the plat.
2. Add the "Certificate of Approval" block.
3. Change all references of "City of Addison" to "Town of Addison."
4. Remove the building setback line.
5. The face of the plat appears to have the incorrect document reference for Tract 9. Please verify.
6. Provide a closure sheet.

RECOMMENDATION:

Staff recommends approval of the final plat, on application from Kadleck and Associates, subject to the conditions listed above.

Respectfully submitted,

Carmen Moran  
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on May 24, 2007, voted to recommend approval of the final plat on application from Lynn Kadlec, of Kadleck and Associates, subject to the following conditions:

1. The Thoroughfare Plan designates Westgrove Drive as a Commercial Collector which requires a 68' Right-of-Way. As a result, a 4' right-of-way dedication is required on the plat.
2. Add the "Certificate of Approval" block.
3. Change all references of "City of Addison" to "Town of Addison."
4. Remove the building setback line.
5. The face of the plat appears to have the incorrect document reference for Tract 9. Please verify.
6. Provide a closure sheet.

Voting Aye: Bernstein, Chafin, Daseke, Gaines, Jandura, Lay, Wood

Voting Nay: None

Absent: None



May 25, 2007, 2007

Mr. Lynn Kadleck  
Kadleck and Associates  
555 Republic Drive, Suite 115  
Plano, TX 75074

Dear Mr. Kadleck:

Please be advised that the Addison Planning and Zoning Commission, meeting in regular session on May 25, 2007, voted to recommend approval of your request for final plat approval, subject to the following conditions:

1. The Thoroughfare Plan designates Westgrove Drive as a Commercial Collector which requires a 68' Right-of-Way. As a result, a 4' right-of-way dedication is required on the plat.
2. Add the "Certificate of Approval" block.
3. Change all references of "City of Addison" to "Town of Addison."
4. Remove the building setback line.
5. The face of the plat appears to have the incorrect document reference for Tract 9. Please verify.
6. Provide a closure sheet.

Your request has been scheduled for City Council action on:

**TUESDAY, JUNE 12, 2007**  
**7:30 P.M.**  
**COUNCIL CHAMBERS**  
**ADDISON TOWN HALL**  
**5300 BELT LINE ROAD**

The agenda for this meeting is available on our web site at [www.ci.addison.tx.us](http://www.ci.addison.tx.us) at least 72 hours prior to the meeting. You or your representative should attend this meeting. Please contact me at 450-7018 if you need additional information.

Sincerely,

Carmen Moran  
Director of Development Services



**PLANNING AND ZONING COMMISSION  
NOTICE OF HEARING**

- CASE NO:** 1541-Z/Authentix, Inc.
- LOCATION:** 4355-4555 Excel Parkway
- APPLICANT:** Authentix, Inc.
- REQUESTING:** Approval of an amendment to an existing Planned Development District (Ordinance 000-016) in order to add an allowed use, that use being: light assembly to include scientific production of security taggants and specialty ink systems through the use of materials engineering processes and other laboratory techniques. Allowed uses would also include nanotechnology, which is the control of matter on the scale of smaller than one micrometer.
- PURPOSE:** So as to provide for the development and expansion of nanotech industries on this property.

A public hearing to consider the above noted case has been scheduled before the PLANNING AND ZONING COMMISSION on:

**THURSDAY, MAY 24, 2007  
6:00 p.m.**

The hearing will be held in the Council Chambers of the Addison Town Hall at 5300 Belt Line Road, Addison, Texas. Plans, drawings, and reports submitted by the applicant are available for public inspection at the Addison Service Center, 16801 Westgrove Drive (972-450-2886).

The Commission desires that all persons interested in the matter be informed of the public hearing. Even if you do not wish to testify on this matter, you and your neighbors are invited to attend.

Respectfully submitted,

Carmen Moran  
Director of Development Services

May 17, 2007

STAFF REPORT

RE: Case 1541-Z/Authentix, Inc.

LOCATION: 4355-4555 Excel Parkway

REQUEST: Approval of an amendment to an existing Planned Development District (Ordinance 000-016) in order to add an allowed use, that use being: light assembly to include scientific production of security taggants and specialty ink systems through the use of materials engineering processes and other laboratory techniques. Allowed uses would also include nanotechnology, which is the control of matter on the scale of one micrometer.

APPLICANT: Authentix, Inc.

DISCUSSION:

Background. This property is zoned Planned Development through Ordinance 000-016, approved by the Council on May 9, 2000. It amended the original PD ordinance for this property 085-093, which was approved by the Council on December 10, 1985. The original PD contemplated several multi-story buildings. It was approved during the days when all of Addison was planned to be multi-story office buildings. By 2000, the property still had not been developed, and First Industrial came in and rezoned the property with a plan for single-story office/service/showroom development. A four-building project was constructed, and it is about 50% leased today. Authentix occupies 24,000 square feet in the west end of Building II of the project.

Authentix, Inc. makes “tracers” or authenticating molecules that can be put into a product so that the manufacturer can determine if it is his actual product or a counterfeit product. Authentix does a lot of work with oil companies, medical companies, and currency printers. Authentix is a nanotechnology business, which by definition, is a

business that deals in the control of matter on the scale of one micrometer. The staff has pulled some background information off the internet on a micrometer and on nanotechnology. It is attached to this report.

Proposed Plan. At this point, Authentix would like to expand its operation to occupy an additional 22,400 square feet adjacent to its existing space. It is proposing to move some of its research and development staff from Pennsylvania to this office. It will also expand its operations to include the manufacturing of security taggants and ink systems. This operation will technically be manufacturing because it will involve taking a raw material and converting it into a finished product. However, it is not manufacturing in the broad sense, but rather a very narrow, very carefully controlled manufacturing process that deals with incredibly small amounts of raw materials. The manufacturing facility is almost a "clean room" and looks more like a laboratory than a manufacturing plant.

The staff toured the existing Authentix operation in order to better understand the manufacturing aspect of the proposed expansion. Staff is satisfied that the manufacturing of these taggants and specialty ink systems will have no external impacts on the site. There will not be outside storage of raw materials, nor large deliveries, smoke, or fumes from the manufacturing process.

The plans propose to add 7,424 square feet of office space and 14,976 square feet of manufacturing/lab space. The expansion will also include some conference space and additional restrooms.

Facade. The applicant will not be making any changes to the existing facades of the building or the windows.

Parking. The parking requirement for this expansion is one space per 300 square feet for the 7,424 square feet of office space (25 spaces) and one space per 1,000 square feet for the 14,976 square feet of manufacturing/lab space (15 spaces). Therefore, the site needs to provide 40 additional spaces, which it can provide.

Landscaping. Slade Strickland has inspected the site and he finds that the landscaping meets the requirements of the ordinance and is well-maintained. .

#### RECOMMENDATION:

Staff believes that this business, as well as other nanotechnology businesses would be very desirable in this area and would like to encourage the location of other nanotech businesses to Excel Parkway. Therefore, the allowed uses are broadened to include

other nanotech businesses so that if a companion business wants to move into this project, it could do so without going through another PD amendment process.

Staff recommends approval of the amendment to an existing Planned Development district 000-016, on application from Authentix, Inc., subject to no conditions.

Respectfully submitted,

Carmen Moran  
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on May 24, 2007, voted to recommend approval of the request on application from Authentix, Inc., subject to no conditions.

Voting Aye: Bernstein, Chafin, Daseke, Gaines, Jandura, Lay, Wood

Voting Nay: None

Absent: None

May 25, 2007

Ms. Kristi Browne  
Authentix, Inc.  
4355 Excel Parkway, Suite 100  
Addison, TX 75001

RE: Case 1541-Z/Authentix, Inc.

Dear Ms. Browne:

Please be advised that the Addison Planning and Zoning Commission, meeting in regular session on May 24, 2007, voted to recommend approval of your request subject to no conditions.

Your request has been scheduled for City Council action on:

**TUESDAY, JUNE 12, 2007  
7:30 P.M.  
COUNCIL CHAMBERS  
ADDISON TOWN HALL  
5300 BELT LINE ROAD**

The agenda for this meeting is available on our web site at [www.ci.addison.tx.us](http://www.ci.addison.tx.us) at least 72 hours prior to the meeting. You or your representative should attend this meeting. Please contact me at 450-7018 if you need additional information.

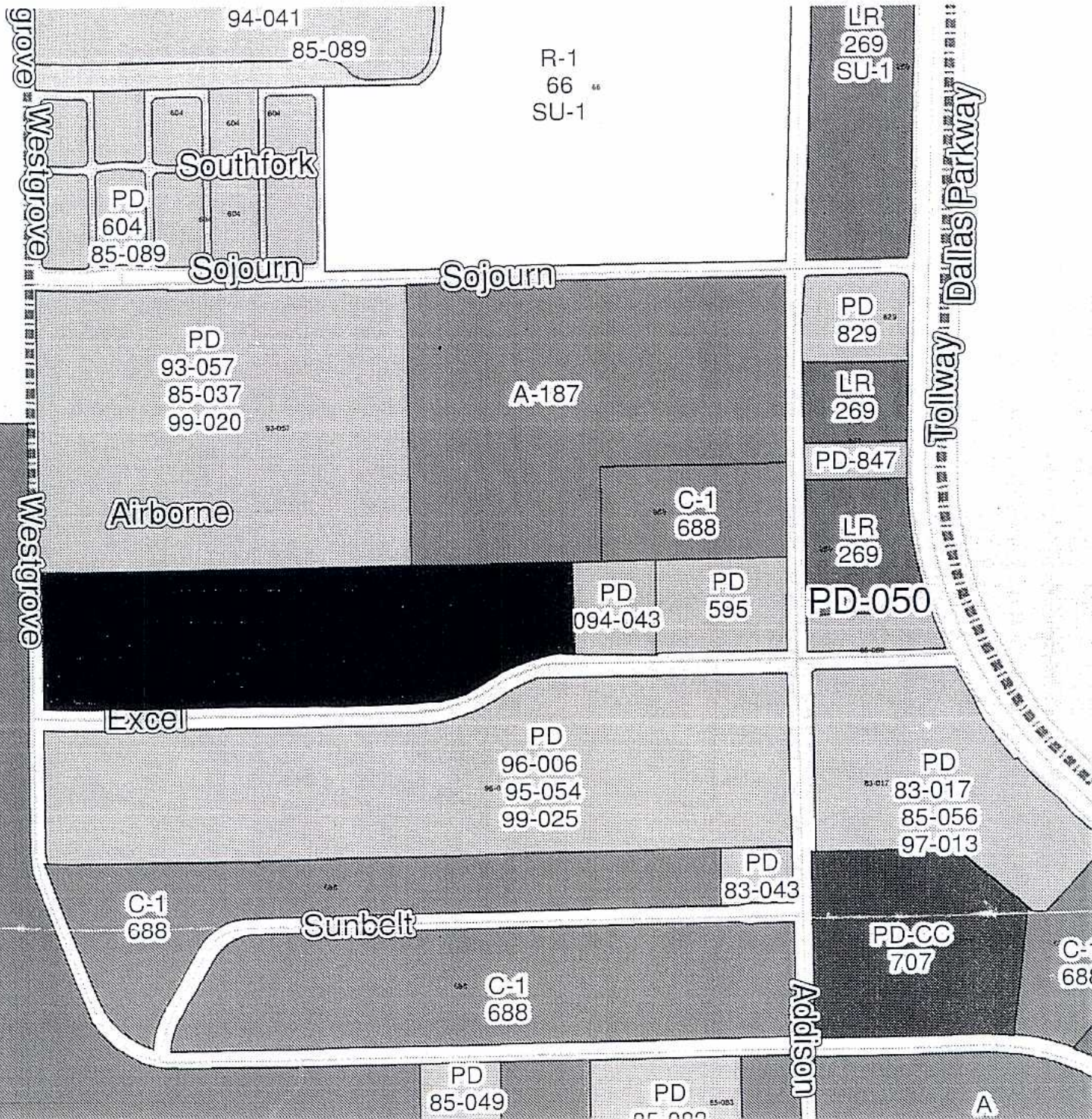
Sincerely,

Carmen Moran  
Director of Development Services



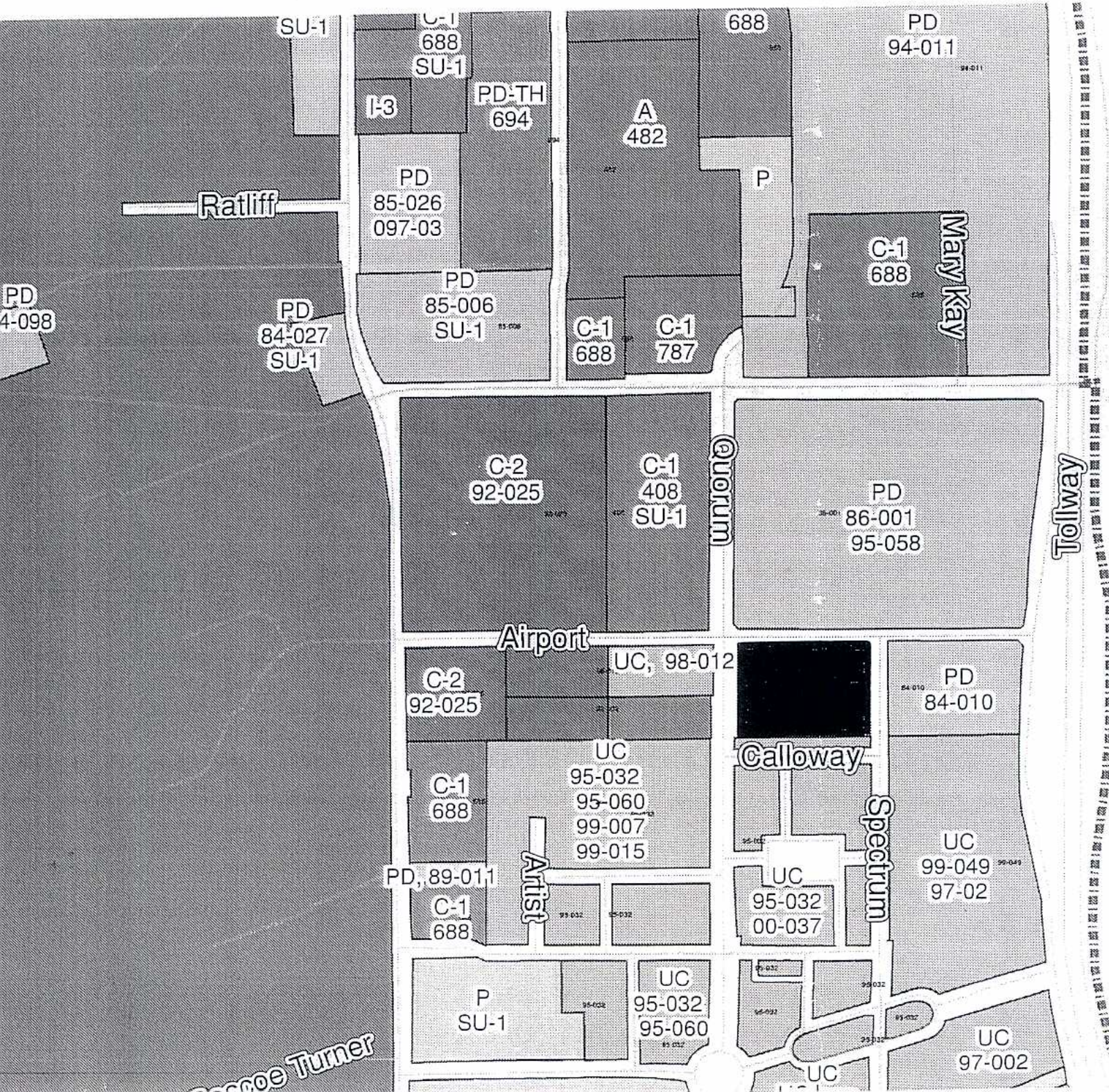
# 1541-Z

Case 1541-Z/Authentix. Requesting approval of an amendment to an existing Planned Development District (Ordinance 000-016) in order to add an allowed use, that use being: light assembly to include scientific production of security taggants and specialty ink systems through the use of materials engineering processes and other laboratory techniques. Allowed uses would also include nanotechnology which is the control of matter on the scale of smaller than one micrometer, located at 4355-4555 Excel Parkway, on application from Authentix, Inc.



# 1534-Z

Case 1534-Z/Intervest Ventures Group. Requesting approval of a change of zoning from UC-Commercial sub-district to UC – Residential sub-district, and approval of a final development plan, located on 3.918 acres at the southeast corner of Airport Parkway and Quorum Drive, on application from Intervest Ventures Group, represented by Mr. David Simmons.



**PLANNING AND ZONING COMMISSION  
NOTICE OF HEARING**

- CASE NO:** 1534-Z/Interinvest Ventures Group
- LOCATION:** 3.9 acres at the southeast corner of Airport Parkway and Quorum Drive
- APPLICANT:** Interinvest Ventures Group, represented by Mr. David Simmons
- REQUESTING:** Approval of a change of zoning from UC-Commercial sub-district to UC – Residential sub-district, and approval of a final development plan
- PURPOSE:** So as to develop this site with approximately 83, for-sale townhomes

A public hearing to consider the above noted case has been scheduled before the PLANNING AND ZONING COMMISSION on:

**THURSDAY, MAY 24, 2007  
6:00 p.m.**

The hearing will be held in the Council Chamber of the Addison Town Hall at 5300 Belt Line Road, Addison, Texas. Plans, drawings, and reports submitted by the applicant are available for public inspection at the Addison Service Center at 16801 Westgrove Drive (972-450-2886).

The Commission desires that all persons interested in the matter be informed of the public hearing. Even if you do not wish to testify on this matter, you and your neighbors are invited to attend.

Respectfully submitted,

Carmen Moran  
Director of Development Services

May 22, 2007

STAFF REPORT

RE: Case 1534-Z/Intervest Ventures Group

LOCATION: 3.918 acres at the southeast corner of Quorum Drive and Airport Parkway

REQUEST: Approval of a change of zoning from UC (Urban Center) – Commercial sub-district, to UC – Residential sub-district, and approval of a final development plan

APPLICANT: Intervest Ventures Group, represented Mr. David Simmons

DISCUSSION:

Background. This case came to the Planning and Zoning Commission on March 22, 2007. The Commission recommended it forward for approval. The City Manager recommended denial and the case was tabled at the City Council meeting on April 10, 2007. The Council then held a work session on April 17, 2007. At that work session, some Councilmembers indicated they would not be comfortable approving the request until they had more detail as to the product that was planning to be developed.

The applicant withdrew the request and agreed to resubmit it as a final development plan. A final development plan would include actual scaled elevations of the buildings proposed, as well as actual floor plans for the units to be constructed. The applicant resubmitted a site plan on May 10<sup>th</sup>, but as of 2:00 p.m. on May 18<sup>th</sup>, the staff had not received floor plans or elevations.

**CONCEPT PLAN**

The UC district regulations require that a concept plan be approved for the UC district before individual developments can be constructed. When this property was rezoned to the UC – Commercial subdistrict by Post, there was not a concept plan submitted because Post was not sure what it wanted to do with the property. At this time,

Intervest is seeking to rezone the property to the UC – Residential subdistrict, and has submitted plans that have sufficient detail to serve as a concept plan and final development plan.

The site plan shows 83 townhomes with the fronts of the townhomes facing Quorum Drive on the west, Spectrum Drive on the east, Calloway Drive on the south, and two internal streets within the property. Since the first application, the applicant has been able to get all units facing out onto a street with parking in front of each unit. That is an improvement over the original plan. In addition, by squeezing some of the setbacks, the applicant was able to get a standard Residential street in to the plan with a 61-foot right-of-way. Staff feels that having each unit face onto a street with parking spaces in front of it is an improvement over portions of the City Homes plan. The townhomes proposed will be rear-loaded and served by alleys. There are two, 640-foot long alleys, one 400-foot long alley, and one 250-foot alley shown on the plan.

The plan provides sufficient information to serve as a concept plan for the site.

## **FINAL DEVELOPMENT PLAN**

Proposed Plan. Intervest made some slight revisions to the previous site plan. It is still proposing to develop 83 townhome units on 3.918 acres. Intervest plans to sell the units for \$300,000 and up. The units are “for sale” product and will be sold to individual owners rather than rented.

Height. Intervest is proposing a similar product to what CityHomes has built to the south. Originally, Intervest was proposing a 4-story unit that would reach a height of 54 feet to the top of the gabled roof. However, the current plan shows buildings of 42'-3" to the top of the gabled roof. For comparison, City Homes measures 35 feet to the top of the building, with some gable elements going to 40 feet. In the UC district, the maximum height for a townhome is 40 feet. The Building Code measures height of a building to the center of the gable, so by our measurements, the buildings are 36.5 feet tall, which falls within the allowed height.

Area. Intervest originally maintained that while its units are in the same format as the CityHomes townhomes, they would be larger and higher-priced. The units were originally planned to range from 22-25 feet wide. The current site plan shows 40 units at 22-feet wide and 43 units at 20-feet wide. The units are 45 feet deep, the same depth as the City Homes units. The units range from 2,447 square feet to 2,528 square feet, which is a larger minimum unit size than the City Homes units. The floor plans show the smallest (2,192 sq. ft.) unit as a two bedroom/den/ 2.5 bath plan. The largest (2,528 sq. ft.) unit is a three bedroom/den/3 bath plan. Most units have an option for a fireplace. In the UC district, the minimum area per dwelling unit for a townhome is

1,600 square feet, so the units will exceed their minimum size requirement for a dwelling unit.

Setbacks. In the UC district, the minimum setback is defined as a “build-to” line. The build-to line for a Category C, Residential street is five (5) feet. These units are proposed at a build-to line of two (2) feet, with one side yard adjacent to Calloway Drive being three (3) feet. The build-to line for all buildings fronting on Category D streets such as: Spectrum Drive, Quorum Drive, and Airport Parkway is ten (10) feet. These units are proposed at a build-to line of seven (7) feet. The build-to line on an alley is zero (0) feet with a 20-foot wide alley. These units are proposing a 20 foot alley, but will set back from the alley two (2) feet on the ground floor in order to provide 24 feet from garage face to garage face. This will make it easier for residents to get into and out of their garages.

Parking. Each unit shall provide one parking space per bedroom in each unit, with a maximum of two spaces per unit. This development provides excellent visitor and excess parking in that every unit faces out onto a street with parking provided in the street. The development provides 70 visitor parking spaces, almost one visitor space per unit. Staff believes these parking spaces will be welcomed by the residents, and one of the factors that could cause the units to sell for a higher price.

Facades. The buildings appear to be 90% brick on all sides that will face a public street. The alley sides of the building have all-brick units on the ends, and the interior units are 52% non-brick material that is broken up with brick columns. Although the material is not specified, the staff is specified as wood siding. The alley-sides also show screening fences on the roof for air-conditioning units. Staff cannot tell if those are solid fences, but would note that they need to be solid, and they need to screen the air conditioning equipment from all sides, not just the rear.

Roofs. The material on the gable roofs is specified as Grand Manor Composition Shingles. The UD district regulations specify that wood roof shingles and composition shingles on any portion of a roof visible from a public street are prohibited. Staff is not in favor of allowing composition shingles on any portions of the roofs.

## **WAIVERS TO DESIGN STANDARDS**

The Interinvest site plan indicates requests to waive several design standards. They are as follows:

**Waiver of design standards in order to allow lot widths to be 20 feet as opposed to the 25 feet required by the ordinance.**

This standard was waived for the City Homes product. Staff recommends approval of this waiver.

**Waiver to design standards in order to allow depths of 45 feet as opposed to the 55 feet required by the ordinance.**

This standard was waived for the City Homes product. Staff recommends approval of this waiver.

**Waiver to design standards in order to allow lot coverage of 100% of the lot as opposed to the 65% of the lot required by the ordinance.**

This standard was waived for both the six Morris Avenue townhomes that Post built, and the City Homes product. Staff recommends approval of this waiver.

**Waiver to design standards in order to allow a minimum two-foot setback against the Category C, (Residential) Streets as opposed to the five-foot setback required by the ordinance, and a waiver to design standards in order to allow a seven-foot setback against the Category D (Quorum, Spectrum, Airport Parkway) streets as opposed to the ten-foot setback required by the ordinance.**

Staff has worked with the applicant to make this product fit onto this site, while still providing the standard width streets required in the UC district. Staff and the applicant worked especially hard to get Category C, Residential streets into the plan in order to provide parking in front of the homes. Staff would prefer to allow flexibility in the setbacks rather than in the right-of-way widths. Therefore, staff recommends approval of this waiver.

**Waiver to design standards in order to use wood siding as a siding material on an exterior façade.**

The applicant is proposing to use wood siding on the alley sides of the buildings. The plans indicate the alley sides will be 52% wood siding (includes window openings) and 48% brick (includes window openings). Staff feels that the applicant has done a better job than City Homes did in blending the brick and another material on the alley sides. However, staff is opposed to wood siding due to its maintenance requirements. Staff does not recommend approval of this waiver.

**Waiver of design standards to allow composition roofs.**

Staff is opposed to allowing composition roofs on any roof surface in this development. The ordinance allows composition on roof surfaces that are not visible from a public street, but that regulation was put in place at Post Properties' request for its buildings

that were four-stories tall and had interior courtyards. Staff feels that all roof surfaces for this project will be visible from a public street, and does not recommend approval of this waiver.

## **CONDITIONS FOR APPROVAL**

Engineering. Public Works has worked through many design issues with the applicant, but would note that all paving and drainage design must meet city standards.

Fire. The Fire Department notes that the layout of the streets indicates they will use the alleys as fire lanes. The Fire Department notes that it appears the fire lane turn radii are insufficient to effectively accommodate our emergency apparatus. The Fire Department and the applicant are working through the issue, and the applicant has made some changes to the plan. In addition, no fire hydrant locations are shown on the submittal. It will be necessary to determine the approximate hydrant locations before the Fire Department can approve the development plan. The staff would note that a final site plan must be approved by the Fire Department before issuance of a building permit.

Landscaping. The Parks Department has reviewed the plan and notes:

- The revised conceptual streetscape plans comply with the UC – Residential sub-district regulations. Detailed streetscape plans will need to be submitted for review and approval for lighting, paving, irrigation, site furniture, and planting once the development plan is approved.

- The open space provided on the plan meets the minimum standard under the UC regulations. The on-going open space maintenance shall be the owners/homeowners association's responsibility, which includes the maintenance of the living screen area along Airport Parkway.

Noise. At the initial P&Z hearing, the Commission advised the applicant that revised plans should include a solution for the problem of noise generated by the chiller that is across the street on the Madison office building property. That solution might include building a sound wall around the chiller, or adding insulating windows in the units closest to the chiller. Staff did not find any notes or specifications addressing the noise issue on the plans.



## **RECOMMENDATION**

This request has been in the review process for several months, and staff feels that a lot of progress has been made since the initial plan was submitted. At the Council's work session on this plan, there was sentiment to approve the plan, subject to more detail being provided. The applicant has provided that additional detail and it generally indicates that the project will be of a quality the applicant has represented.

Staff recommends approval of the following:

Staff recommends approval of the concept plan as submitted by the applicant.

Staff recommends approval of the following waivers to design standards:

**Waiver of design standards in order to allow lot widths to be 20 feet as opposed to the 25 feet required by the ordinance.**

Staff recommends approval of this waiver.

**Waiver to design standards in order to allow depths of 45 feet as opposed to the 55 feet required by the ordinance.**

Staff recommends approval of this waiver.

**Waiver to design standards in order to allow lot coverage of 100% of the lot as opposed to the 65% of the lot required by the ordinance.**

Staff recommends approval of this waiver.

**Waiver to design standards in order to allow a minimum two-foot build-to line against the Category C, (Residential) Streets as opposed to the five-foot build-to line required by the ordinance, and a waiver to design standards in order to allow a seven-foot build-to line against the Category D (Quorum, Spectrum, Airport Parkway) streets as opposed to the ten-foot build-to line required by the ordinance.**

Staff recommends approval of this waiver.

Staff recommends approval of the development plan subject to the following conditions:

- All air conditioning screening fences shall be of a solid material, and shall screen the air conditioning units from all sides.
- All paving and drainage design and construction must meet city standards.
- A final site plan must be approved by the Fire Department before issuance of a building permit.
- Detailed streetscape plans shall be submitted for review and approval for lighting, paving, irrigation, site furniture, and planting prior to the issuance of a building permit.
- The on-going open space maintenance shall be the owners/homeowners association's responsibility, which includes the maintenance of the living screen area along Airport Parkway.
- Plans shall include a solution for the problem of noise generated by the chiller that is across the street on the Madison office building property. That solution might include building a sound wall around the chiller, or adding insulating windows in the units closest to the chiller.

Respectfully submitted,

Carmen Moran  
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on May 24, 2007, voted to recommend the following:

Approval of the change of zoning from UC – Commercial sub-district to UC, Residential sub-district.

Approval of the concept plan, as submitted by the applicant, for a development in an UC – Residential sub-district.

Approval of the following waivers to design standards:

Waiver of design standards in order to allow lot widths to be 20 feet as opposed to the 25 feet required by the ordinance.

Waiver to design standards in order to allow depths of 45 feet as opposed to the 55 feet required by the ordinance.

Waiver to design standards in order to allow lot coverage of 100% of the lot as opposed to the 65% of the lot required by the ordinance.

Waiver to design standards in order to allow a minimum two-foot build-to line against the Category C, (Residential) Streets as opposed to the five-foot build-to line required by the ordinance, and a waiver to design standards in order to allow a seven-foot build-to line against the Category D (Quorum, Spectrum, Airport Parkway) streets as opposed to the ten-foot build-to line required by the ordinance.

Waiver to design standards in order to use hardi-plank siding as a siding material on an exterior façade.

Waiver of design standards to allow composition roofs, with a requirement that a 50-year composition shingle be used.

Approval of the final development plans, subject to the following conditions:

-All air conditioning screening fences shall be of a solid material, and shall screen the air conditioning units from all sides.

-All paving and drainage design and construction must meet city standards.

-All air conditioning screening fences shall be of a solid material, and shall screen the air conditioning units from all sides.

-All paving and drainage design and construction must meet city standards.

-A final site plan must be approved by the Fire Department before issuance of a building permit.

-Detailed streetscape plans shall be submitted for review and approval for lighting, paving, irrigation, site furniture, and planting prior to the issuance of a building permit.

-The on-going open space maintenance shall be the owners/homeowners association's responsibility, which includes the maintenance of the living screen area along Airport Parkway.

-Plans shall include a solution for the problem of noise generated by the chiller that is across the street on the Madison office building property. That solution might include building a sound wall around the chiller, or adding insulating windows in the units closest to the chiller.

-A final site plan must be approved by the Fire Department before issuance of a building permit.

-Detailed streetscape plans shall be submitted for review and approval for lighting, paving, irrigation, site furniture, and planting prior to the issuance of a building permit.

-The on-going open space maintenance shall be the owners/homeowners association's responsibility, which includes the maintenance of the living screen area along Airport Parkway.

-Plans shall include a solution for the problem of noise generated by the chiller that is across the street on the Madison office building property. That solution might include building a sound wall around the chiller, or adding insulating windows in the units closest to the chiller.

Voting Aye: Chafin, Daseke, Jandura, Lay, Wood  
Voting Nay: Bernstein, Gaines  
Absent: None

May 25, 2007

Mr. David Simmons  
Interinvest Ventures Group  
4131 Centurion Way  
Addison, TX 75001

RE: Case 1534-Z/Interinvest Venture Group, LLC

Dear Mr. Simmons:

Please be advised that the Addison Planning and Zoning Commission, meeting in regular session on May 24, 2007, voted to recommend the following:

Approval of the change of zoning from UC – Commercial sub-district to UC, Residential sub-district.

Approval of the concept plan, as submitted by the applicant, for a development in an UC – Residential sub-district.

Approval of the following waivers to design standards:

Waiver of design standards in order to allow lot widths to be 20 feet as opposed to the 25 feet required by the ordinance.

Waiver to design standards in order to allow depths of 45 feet as opposed to the 55 feet required by the ordinance.

Waiver to design standards in order to allow lot coverage of 100% of the lot as opposed to the 65% of the lot required by the ordinance.

Waiver to design standards in order to allow a minimum two-foot build-to line against the Category C, (Residential) Streets as opposed to the five-foot build-to line required by the ordinance, and a waiver to design standards in order to allow a seven-foot build-to line against the Category D (Quorum, Spectrum, Airport Parkway) streets as opposed to the ten-foot build-to line required by the ordinance.

Waiver to design standards in order to use hardi-plank siding as a siding material on an exterior façade.

Waiver of design standards to allow composition roofs, with a requirement that a 50-year composition shingle be used.

Approval of the final development plans, subject to the following conditions:

-All air conditioning screening fences shall be of a solid material, and shall screen the air conditioning units from all sides.

-All paving and drainage design and construction must meet city standards.

-All air conditioning screening fences shall be of a solid material, and shall screen the air conditioning units from all sides.

-All paving and drainage design and construction must meet city standards.

-A final site plan must be approved by the Fire Department before issuance of a building permit.

-Detailed streetscape plans shall be submitted for review and approval for lighting, paving, irrigation, site furniture, and planting prior to the issuance of a building permit.

-The on-going open space maintenance shall be the owners/homeowners association's responsibility, which includes the maintenance of the living screen area along Airport Parkway.

-Plans shall include a solution for the problem of noise generated by the chiller that is across the street on the Madison office building property. That solution might include building a sound wall around the chiller, or adding insulating windows in the units closest to the chiller.

-A final site plan must be approved by the Fire Department before issuance of a building permit.

-Detailed streetscape plans shall be submitted for review and approval for lighting, paving, irrigation, site furniture, and planting prior to the issuance of a building permit.

-The on-going open space maintenance shall be the owners/homeowners association's responsibility, which includes the maintenance of the living screen area along Airport Parkway.

Letter to Mr. David Simmons  
May 25, 2007

Page 3

-Plans shall include a solution for the problem of noise generated by the chiller that is across the street on the Madison office building property. That solution might include building a sound wall around the chiller, or adding insulating windows in the units closest to the chiller.

Your request has been scheduled for City Council action on:

**TUESDAY, JUNE 12, 2007  
7:30 P.M.  
COUNCIL CHAMBERS  
ADDISON TOWN HALL  
5300 BELT LINE ROAD**

The agenda for this meeting is available on our web site at [www.ci.addison.tx.us](http://www.ci.addison.tx.us) at least 72 hours prior to the meeting. You or your representative should attend this meeting. Please contact me at 450-7018 if you need additional information.

Sincerely

Carmen Moran  
Director of Development Services

**PLANNING AND ZONING COMMISSION  
NOTICE OF HEARING**

- CASE NO:** 1542-SUP/Town of Addison
- LOCATION:** 4831 Broadway
- APPLICANT:** Town of Addison, represented by Mr. Clay Barnett
- REQUESTING:** Approval of a Special Use Permit for an installation of a public utility (a public meeting facility) located in a C-1 (Commercial-1) district.
- PURPOSE:** So as to allow the original Addison Train Depot to be moved onto this site and restored and converted into a public meeting facility.

A public hearing to consider the above noted case has been scheduled before the PLANNING AND ZONING COMMISSION on:

**THURSDAY, MAY 24, 2007  
6:00 p.m.**

The hearing will be held in the Council Chambers of the Addison Town Hall at 5300 Belt Line Road, Addison, Texas. Plans, drawings, and reports submitted by the applicant are available for public inspection at the Addison Service Center, 16801 Westgrove Drive (972-450-2886).

The Commission desires that all persons interested in the matter be informed of the public hearing. Even if you do not wish to testify on this matter, you and your neighbors are invited to attend.

Respectfully submitted,

Carmen Moran  
Director of Development Services



May 17, 2007

STAFF REPORT

RE: Case 1542-SUP/Town of Addison

LOCATION: 4800 Block of Broadway

REQUEST: Approval of a Special Use Permit for an installation of a public utility (a public meeting facility)

APPLICANT: Town of Addison, represented by Mr. Barnett

DISCUSSION:

Background. This is an unusual request. The property is located at the east end of Broadway and was part of the original Town of Addison. It was owned by Ms. Anne Cavin for many years. She lived in a small shop on the property until she had a stroke and was moved to a nursing home closer to her son. The Town purchased the property from the son in about early 2000 and demolished the shop. The property was later fenced by the Town. It is a part of the Arts and Events District, but due to its size and location, there had not been a plan for it. The Special Events Department had used it for storage of materials for events, and there was talk of building a taller fence around it so it could be used for storage.

The property is zoned C-1, Commercial-1. Back in the mid-1980's, the other owners on the street joined together to form an Old Addison Property Owners Association, and they rezoned the properties along both the north and south sides of Broadway to the west of this site into a Planned Development zoning district. However, Ms. Cavin did not want to be a part of the Old Addison PD, and her property was not rezoned.

Several months ago, the Town was offered the opportunity to return the original train depot to Addison. Since 1963, the depot had been serving as a church facility for an Episcopal church near Frankfort Road. The church didn't need the building anymore, and offered it back to the Town. The Town wanted to take the building back, and wanted to locate it close to its original location, which had been in the "Y" made by the

railroad tracks on the south side of the new Arapaho extension, just west of Addison Road.

The original location was not feasible because it has already been developed with a park space as a part of the new Arapaho. In addition, it does not have access from the east, and its location at the end of the runway is very noisy. The staff considered several other locations and determined that this lot, which the Town already owned and had no plans for, was the most suitable. It is part of the original settlement of Addison as a city, and is close to the railroad track. It is easily accessible and large enough to provide parking, and the depot would fit in with the period architecture that is already on the street.

The Town had to move the building or lose it, so it moved the depot from the church to the Old Addison area at about 3:00 a.m. the morning of May 16<sup>th</sup>. The building is presently sitting on metal skids, just north of the proposed permanent location. The Town plans to pour a foundation for the building and then move it onto the foundation as soon as it is completed.

The Town ultimately plans to restore the depot building and use it as public meeting space for various groups to rent and use for meetings, receptions, and other events. The Town does not have sufficient funds to restore the depot at this time, but it is planning to conduct a campaign to see if the public is interested in donating time and materials to complete the building renovation. In addition, a parking lot will be poured for the building.

Proposed Plan. The site plan indicates a building of approximately 1,000 square feet. The building will be placed on the northeast corner of the site. Parking will be provided for 19 cars.

Facade. The Town has submitted photos of the existing depot in its location at the church which show a white building. The Town does not believe the building was white originally, but it does not know what color it was. Once renovation begins, the Town will research the original appearance and color scheme of the depot and then make decisions as to the siding material and color. The Commercial-1 zoning district standards call for brick or stone facades; however, the Town can approve wood facades under the Special Use Permit.

Parking. The parking requirement for this building is one space per 100 square feet, which would require 10 spaces. The site will provide 19 spaces, which exceeds the requirement.

Landscaping. A landscaping plan has been not been prepared. Site landscaping will be installed once the building is restored. Because the building is small, most of the trees on the site will be able to be saved, even after the building and parking lot are put in place.

Building Code. Lynn Chandler, the Building Official, notes that several items will need to be addressed when the building is restored. The items Mr. Chandler lists are code items, not zoning items, and they will be required.

RECOMMENDATION:

The Town has a unique opportunity to restore one of Addison's most important original buildings. The staff feels that this site on Broadway is a perfect site for the building. Staff also feels that the restoration of the depot will provide a wonderful piece of architectural history for the Town, and provide a useable meeting facility for the citizens of Addison.

Staff recommends approval of the request for a Special Use Permit subject to no conditions.

Respectfully submitted,

Carmen Moran  
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on May 24, 2007, voted to recommend approval of the request on application from the Town of Addison, subject to no conditions.

Voting Aye: Bernstein, Chafin, Daseke, Gaines, Jandura, Lay, Wood

Voting Nay: None

Absent: None

May 25, 2007

Mr. Clay Barnett  
Assistant City Engineer  
Town of Addison  
P.O. Box 9010  
Addison, TX 75001

RE: Case 1542-SUP/Town of Addison

Dear Mr. Barnett:

Please be advised that the Addison Planning and Zoning Commission, meeting in regular session on May 25, 2007, voted to recommend approval of your request subject to no conditions

Your request has been scheduled for City Council action on:

**TUESDAY, JUNE 12, 2007  
7:30 P.M.  
COUNCIL CHAMBERS  
ADDISON TOWN HALL  
5300 BELT LINE ROAD**

The agenda for this meeting is available on our web site at [www.ci.addison.tx.us](http://www.ci.addison.tx.us) at least 72 hours prior to the meeting. You or your representative should attend this meeting. Please contact me at 450-7018 if you need additional information.

Sincerely,

Carmen Moran  
Director of Development Services



**Council Agenda Item: #R8**

**SUMMARY:**

This item is to request the Council's approval of a contract with FirstCall Interactive, Inc. to provide on-demand Multi-Media Emergency Community Notification Services. We released a RFP and received nine (9) proposals. Copies of the RFP, evaluation matrix, and the contract are attached.

**FINANCIAL IMPACT:**

Total cost of service: **\$5,000 annually**

Budgeted amount: **\$0**

**BACKGROUND:**

FirstCall Interactive service is a fully hosted, maintained, and web-based/telephone emergency community notification system that allows federal, state, and local governments to share information directly with the public via e-mail, phone, PDAs, pagers, and cell phones.

Using FirstCall services virtually eliminate installation and maintenance costs for the town, while proving the town with all the power of Internet, Telecommunication infrastructure, and Cellular technologies.

Proposals were evaluated using the following weighted criteria:

**50 Points:**

Total cost, which considers both initial acquisition and ongoing operating costs,

**45 Points:**

System capabilities and offerings as they were questioned in RFP:

Is your system compatible with major mapping systems?

Is your system E911 data ready?

Does your system support multiple devices?

Does your system provide geo-dimensional calling?

Does your system support interactive survey?

Does your system have full networking capabilities?

Does your system have off-site back-up notification?

Does your system provide remote launching capability?

Does your system provide TTY/TDD Calling ?  
Explain the system security and redundancy?  
Explain the system capacity and reliability?  
Explain the system architecture?  
Explain the messaging features?  
Explain your notification types?  
What is the language selection for notification?  
Does your system offer scheduled notification?  
What is maximum calls delivery per hour?  
Do you have 24 hour support??  
Do you have 24 hour call setup (if no access to Internet)?  
Do you have yearly calling minutes?

**5 Points:**

Vendor's ability to support our users' needs (Qualifications of the Vendor's staff).  
Results of reference checks (Vendor's reputation).  
Level, quality, and type of client training and technical assistance provided.

**RECOMMENDATION:**

Staff recommends that the Council authorize the City Manager to enter into a contract with FristCall Interactive Inc. to provide Emergency Community Notification Services in the amount of \$5,000 subject to the City Attorney's final approval....



	<b>First Call</b>	<b>Swiftreach</b>	<b>City Watch</b>	<b>Code RED</b>	<b>ConnectCTY</b>	<b>3n</b>	<b>AT&amp;T</b>	<b>Reverse 911</b>	<b>MIR3</b>
Maximum Calls per Hour	120,000	60,000	20,000 in regards to voice messages/1,000,000 notification for text and e-mail	60,000	1,000,000	100,000	100,000	600,000	1,000,000
Onsite Hosting	yes	yes	yes	yes	yes	yes	yes	yes	yes
Offsite Hosting	yes	yes	yes	yes	yes	yes	yes	yes	yes
24 Hour Support	yes	yes	yes	yes	yes	yes	yes	yes	yes
24 Hour Call Setup (if no access to Internet)	yes	yes	yes	yes	yes	yes	yes	yes	yes
Yearly Calling Minutes (Included)	10,000	0	15,000	75,000	Unlimited	25,000	25,000	0	10,000
Initial Hardware Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Initial Offsite Hosting Cost with training	\$5,000	\$6,000	\$12,300	\$20,000	\$22,472***	\$26,395	\$31,549	\$52,350	\$63,375
Additional Cost / Minute or for Mass Call	\$.16 / minute after first 10,000 minutes	0.035/per 30 second increment	\$.09 / minute for voice message exclude not busy/no answer/bounce e-mail	\$.27 / minute	\$2.49/address	n/a	\$0.12/min	\$.20 / call	n/a
Yearly Maintenance Cost	\$5,000	\$8,000	9,800	\$7,000	\$22,472	\$7,842	\$31,549	\$8,782	\$28,875
Link on our Website for Resident Contact Info Update	yes	yes	yes	yes	yes	yes	yes	yes	yes
Training Included	yes	yes	yes	yes	yes	yes	yes	yes	yes
Hardware Redundancy without extra cost	yes	yes	yes	yes	yes	yes	yes	yes	yes
Schedule notifications	yes	yes	yes	yes	yes	yes	yes	yes	yes
Language selection	yes	yes	yes	yes	yes	yes	yes	yes	yes
GIS mapping	yes	yes	yes	yes	yes	yes	yes	yes	yes
E911 Data Ready	yes	yes	yes	yes	yes	yes	yes	yes	yes
Multiple Devices support	yes	yes	yes	yes	yes	yes	yes	yes	yes
TDD support	yes	yes	yes	yes	yes	yes	yes	yes	yes

\*\*\* = Based on 8,205

Households & 820 Businesses

**MUNICIPAL CONTRACT  
BY AND BETWEEN  
FIRSTCALL NETWORK, INC.  
And  
THE TOWN OF ADDISON, TEXAS**

Agreement made this \_\_\_\_\_ of \_\_\_\_\_ by and between  
**First Call Network, Inc.** (“First Call Network”), a corporation duly organized and  
existing under the laws of the State of Louisiana with principal business offices located at  
5423 Galeria Drive, Baton Rouge, Louisiana 70816 AND  
**The Town of Addison**, existing under the laws of the State of Texas  
with principal business offices located at

---

(hereinafter referred to as “Subscriber”)

WHEREAS, First Call Network provides a service, the purpose of which is to assist municipalities and other organizations in large scale emergency telephone communications and

WHEREAS, the Subscriber desires to engage the services of First Call Network for the purpose of coordinating a program and service within its area such that large scale emergency telephone communications to residents and other identified contacts may be implemented;

NOW, THEREFORE, in consideration of mutual agreements, covenants, and promises herein contained, the parties agree as follows:

1. The Subscriber with the assistance of First Call Network shall identify, establish, and designate specific geographic areas within the boundaries of the Subscriber. Such geographic areas shall be indicated on First Call public maps or computer mapping programs. The Subscriber may provide required maps with a copy of any mapping software used, at no expense to First Call Network.
2. First Call Network shall provide, program, and store in First Call Network’s computers, a list of commercially available residential and business telephone numbers within the municipality. First Call Network shall utilize a list provided by the Subscriber if the Subscriber so chooses. Such numbers shall be programmed to Access Geographic Areas of the municipality by location. (If the municipality wishes to include the telephone numbers of residents who have unlisted numbers, the municipality shall collect and forward to First Call Network such names, addresses, and phone numbers. First Call Network will use its best efforts to add such names, addresses, and phone numbers to the database. First Call Network will maintain the confidentiality of all unlisted numbers.) In addition, the Subscriber may provide all telephone data or numbers and addresses for the hearing impaired and the physically challenged in an approved format.

3. In addition to providing service to geographically defined areas within the contract service area, the Subscriber may provide with each contract fixed lists of public safety personnel and public safety facilities. First Call Network will maintain the confidentiality of all telephone numbers received from the Subscriber. Updates may be provided on disk, CD or via email in First Call Network approved database files. New listings and additional unlisted telephone numbers shall be incorporated into the database once each contract year quarter at no charge. Also, the Subscriber shall, whenever possible, provide 911 telephone data for inclusion in the geographically defined area at no additional expense to First Call Network.

4. The Subscriber and First Call Network shall agree upon, prior to utilizing the services of First Call Network, the administrative offices and personnel thereof who shall be authorized to access said services. A written list of these authorized users must be provided to First Call Network and signed by an authorized representative of the Subscriber. Any changes to the list of authorized users must be submitted in the same manner. The Subscriber and First Call Network shall coordinate efforts to train those personnel who are authorized to access the services of First Call Network.

5. Upon receiving a request from authorized personnel, the services of First Call Network shall be activated and all calls placed as instructed by the Subscriber.

6. For each requested activation, First Call Network shall record the amount of system usage used on behalf of the Subscriber. First Call Network shall thereafter fax and /or e-mail a report of the telephone calls made and the number of messages delivered.

7. First Call Network agrees to provide trained personnel to activate the client requested services on a twenty-four (24) hour per day, seven day a week basis, at First Call Network headquarters.

8. First Call Network agrees to provide the Subscriber with system usage billed at cents per completed call for the term of this agreement. **The Subscriber agrees to pay First Call Network 9.5 cents for a 30 second message and 3 cents for each additional 15 second increment for incident and informational message activations. A minimum charge of \$20.00 per activation will apply to both tests and incident activations. Multi-lingual messages will increase the overall costs per completed call. A translation Fee of \$25.00 will be charged to cover the costs associated with Language Line Services. Should the Subscriber choose to translate the message in-house and transmit it to FirstCall, the translation fee will not apply.** First Call Network agrees to invoice the Subscriber for all usage within 10 days of the calling session, and the Subscriber agrees to compensate First Call Network for all usage within 30 days of the invoice date.

9. In the event the Subscriber fails to compensate First Call Network within 60 days of billing, First Call Network shall be under no obligations to provide the Subscriber with additional services. Interest charges of 1.5% per month shall be incurred by the Subscriber on balances unpaid after 60 days from date of invoice. In addition, First Call Network has the right to deduct any outstanding charges from any remaining prepaid balance of the service year contract.

10. First Call Network shall not be responsible for any acts or omissions of the Subscriber or its administrative offices, their employees, agents, contractors, officers, or directors resulting in the failure of First Call Network to perform under this agreement by reason of strikes, Acts of God, breakdown of telephone lines and service, power shortages or outages, or other causes beyond the reasonable control of First Call Network.

11. The parties expressly acknowledge that First Call Network is contracted by the Subscriber only for the purposes and to the extent set forth in this agreement, and the relation of First Call Network to the Subscriber shall during the period or periods hereunder, be that of an independent contractor. First Call Network shall not be considered as having employee, subcontractor, agent, or joint venture status.

12. This agreement shall take effect on \_\_\_\_\_ and shall continue for a period of five (5) years, ending on \_\_\_\_\_. The first year's or annual payment is due upon the completed execution of this agreement. The annual fee schedule for each 12 month period is as follows:

1st twelve month period	\$ _____ <b>plus one time map &amp; set up fee \$750.00</b>
2nd twelve month period	\$ _____ due _____
3rd twelve month period	\$ _____ due _____
4th twelve month period	\$ _____ due _____
5th twelve month period	\$ _____ due _____

13. No guarantee is made of the accuracy of phone numbers provided by the client or commercial sources except to the extent that ordinary business care will be taken in the acquisition, receipt, maintenance, and extraction of data so acquired or provided. No representation is made that the person intended to receive the call will be physically present. No representation is made that First Call Network will attempt to verify physical presence or mental understanding of the delivered message.

14. This agreement sets forth the entire understanding and agreement between the parties. This agreement may be modified or changed only in writing, and such modifications and changes must be signed by both parties under the laws of the State of Texas.

15. This agreement shall be interpreted and construed under the laws of the State of Texas. Venue shall be exclusively in Dallas County, Texas.

16. In the event First Call must obtain legal assistance to enforce any provision of this contract, Subscriber agrees to pay the reasonable legal fees for said enforcement.

17. If any provision of this agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the remaining provisions of the agreement shall remain intact.

**FIRST CALL NETWORK, INC.**

C. J. "Red" Delatte, CEM  
By: print/type name

Executive Vice President  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
By: print/type name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: print/type name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Town of Addison, Texas**

**Request for Proposal (RFP)**

**RFP 07-09 – Interactive Community Notification**

**Proposals are due by 4:00 PM on April 6, 2007**



FINANCE DEPARTMENT / PURCHASING DIVISION

5350 Belt Line Road, Post Office Box 9010, Addison, Texas 75001  
(972) 450-7089 – Fax (972) 450-7096

## REQUEST FOR PROPOSALS

The Town of Addison is accepting proposals for an Interactive Community Notification system from all interested parties.

Proposal Number: 07-09

Proposal Name: Interactive Community Notification

Proposals Due: Friday, April 6, 2007 at 4:00 pm  
Office of the Budget and Procurement Manager  
Addison Finance Building  
5350 Belt Line Road  
Addison Texas 75254

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

If you are not a member of DemandStar.com and wish to obtain a free copy of this proposal, you may pick up a copy at the Purchasing Division, 5350 Belt Line Road, Dallas, TX 75254 or by contacting Shanna Sims, Budget and Procurement Manager, at 972-450-7089.

Late proposals will be returned unopened, and unsigned proposals will be rejected as non-responsive.

For questions concerning the bid process, contact Shanna N. Sims, Budget and Procurement Manager, at 972-450-7089 or e-mail at [ssims@ci.addison.tx](mailto:ssims@ci.addison.tx). For questions concerning the specifications or the work to be performed, contact Hamid Khaleghipour, Information Technology Director, at 972-450-2868 or e-mail at [hkhaleghipour@ci.addison.tx.us](mailto:hkhaleghipour@ci.addison.tx.us).

**TOWN OF ADDISON  
REQUEST FOR PROPOSALS NO. 07-09  
Interactive Community Notification**

**INTENT**

The Town of Addison Information Technology Department is soliciting sealed written proposals from qualified vendors to provide a fully hosted, and fully managed Interactive Community Notification services.

**CRITERIA FOR PROPOSAL ACCEPTANCE**

The proposals will be evaluated with respect to criteria specifically developed to examine the technical competence and suitability of prospective proposals. The Town will only award the contract to a responsible bidder. In order to qualify as responsible, vendor must meet the following criteria as they relate to this proposal request:

- 1) The successful vendor must have adequate technical and financial resources to ensure satisfactory performance.
- 2) The successful vendor must have the necessary experience, organization, and technical skill to ensure satisfactory performance.
- 3) The successful vendor must have a satisfactory record of performance in developing and implementing similar jobs.
- 4) The successful vendor must be licensed by the State of Texas.



## **PROPOSAL EVALUATION PROCESS**

Proposals will be evaluated using the following weighted criteria:

### **MAXIMUM PROPOSAL GRADE IS 100 POINTS**

#### **50 Points:**

Total cost, which considers both initial acquisition and ongoing operating costs,

#### **45 Points:**

System capabilities and offerings which are describe under system requirement section,

#### **5 Points:**

Vendor's ability to support our users' needs (Qualifications of the Vendor's staff).  
Results of reference checks (Vendor's reputation).  
Level, quality, and type of client training and technical assistance provided.

## **VENDOR PROPOSAL EVALUATION MEETINGS**

Discussions may be conducted with vendors to clarify the Town's requirements and the vendor's proposals.

## **AWARD**

Award shall be made to the responsible vendor whose proposal is determined to be the most advantageous to the Town taking into consideration the criteria for proposal acceptance and the proposal evaluation composite score.

Once awarded by Council, the contract will be good for 6 months from award date to proceed with work.

## **CONTRACT TERM**

Negotiations may be undertaken with those contractors whose proposals, as to price and other factors, demonstrate them to be qualified, responsible, and capable of performing the work. The contract selected will be the one most advantageous to the Town of Addison, cost and other factors considered. The Town reserves the right to consider proposals or modifications thereof received at any time before an award is made, if such action will be in the best interest of the Town.

The contents of the proposal by the successful agency shall become contractual obligations if a contract ensues. Failure of the successful contractor to accept these obligations may result in cancellation of the award.

## **TIMELINE**

- RFP Released March 2, 2007
- Proposal Due date
  - Proposals are due at 4:00 p.m. April 6, 2007

## **PROPOSAL FORMAT**

To assure consistency, proposals must conform to the following format:

### **Introduction**

This section should contain your understanding of the Town's needs and objectives.

### **Descriptive Literature**

Provide complete descriptive literature for each item. Bidder is cautioned that any product delivered which does not meet specifications in every aspect will not be accepted.

### **References**

This section (Form 2) shall contain names of at least five organizations, most preferable local governmental entities for which you have provided this service. Please include organization name, address, telephone number and contact person.

### **Fee Structure**

Provide a fee schedule for your services. This schedule should include a description of the products and services; hardware, software, implementation, installation, configuration, training, documentation, and project management.

### **Contract**

Enclose a copy of your standard contract. Indicate any clause(s) that are conditional or non-negotiable.

## **System Requirement**

**Please describe in details.**

Is your system compatible with major mapping systems?

Is your system E911 data ready?

Does your system support multiple devices?

Does your system provide geo-dimensional calling?

Does your system support interactive survey?

Does your system have full networking capabilities?

Does your system have off-site back-up notification?

Does your system provide remote launching capability?

Does your system provide TTY/TDD Calling ?

Explain the system security and redundancy?

Explain the system capacity and reliability?

Explain the system architecture?

Explain the messaging features?

Explain your notification types?

What is the language selection for notification?

Does your system offer scheduled notification?

What is maximum calls delivery per hour?

Do you have 24 hour support??

Do you have 24 hour call setup (if no access to Internet)?

Do you have yearly calling minutes?

## **INSTRUCTIONS TO PROPOSERS**

### **1.0 RECEIPT AND PREPARATION OF THE PROPOSAL**

- 1.1 **Proposers are required to submit one (1) paper version of their proposal and one (1) digital form of their proposal (CD or flash memory card).** Proposals should be delivered to the Strategic Services Division in the Finance Building of the Town of Addison located at 5350 Belt Line Rd., Addison, TX 75254 by 4:00 p.m., April 6, 2007. Proposals must be received by the specified time in order to be considered, and proposals submitted after this closing time will not be considered and will be returned unopened.
- 1.2 Each proposal shall be enclosed in a sealed envelope, addressed to the Strategic Services Manager, Town of Addison, P.O. Box 9010, Addison, Texas, 75001. Proposals must be labeled in the lower left-hand corner with the Proposal Number and Name (RFP 07-09 Interactive Community Notification). Proposers must also include their company name and address on the outside of the envelope.
- 1.3 Proposers are responsible for making certain proposals are delivered to the Strategic Services Division. Mailing of a proposal does not insure that the proposal will be delivered on time or delivered at all. If proposer does not hand deliver the proposal, it is suggested that he/she use some sort of delivery service that provides a receipt.
- 1.4 Proposals may be withdrawn prior to the above scheduled time set for closing of the proposals. Any proposal received after the time and date specified shall not be considered.
- 1.5 The Town reserve the right to request additional information or to meet with proposers to discuss points in the proposal before and after submission, any and all of which may be used in forming a recommendation.
- 1.6 The Town reserves the right to reject any all proposals, to waive any non-material irregularities in any RFP, and to accept or reject any item or combination of items. The Town of Addison reserves the right to postpone the date and time for sealed proposals through an addendum.

### **2.0 ADDENDA AND EXPLANATIONS**

- 2.1 Proposers having any questions regarding the true meaning of the specifications or terms and conditions shall submit these questions to the Information Technology Director, Hamid Khaleghipour, at [hkhaleghipour@ci.addison.tx.us](mailto:hkhaleghipour@ci.addison.tx.us). Any and all interpretations or supplemental instructions, which, if issued, will be posted on the Town's website, e-mail and faxed to all prospective proposers. A copy of all addenda issued must be signed and returned with your bid.

### **3.0 TAXES**

- 3.1 All proposals are required to be submitted without State Sales tax. The Town of Addison is exempt from payment of such taxes and a Tax Exemption Certificate will be executed for the successful bidder.

### **4.0 SCOPE OF WORK**

- 4.1 The work under this contract shall consist of the items or services contained in the proposal, including all materials, equipment, labor and all other items necessary to complete said work in accordance with the bid documents.

### **5.0 EXAMINATION OF CONTRACT DOCUMENTS**

- 5.1 Before submitting a proposal, each proposer must thoroughly examine the contract documents to ensure that the services you are proposing meets the intent of these specifications.
- 5.2 The Town of Addison is not responsible for incomplete proposal packets.
- 5.3 Proposers are instructed to return all pages of the proposal packet that contain written responses.

### **6.0 PROPOSING**

- 6.1 Proposers are instructed to consider the following factors in preparation of your proposal:
  - a. Proposals shall remain firm for a period of 60 calendar days after the scheduled bid opening.
  - b. Exceptions to any specifications, or part thereof, must be clearly stated and included with your Proposal Form.
  - c. Proposers are instructed to include all necessary charges, related to this proposal.
  - d. All costs incurred in responding to the RFP shall be the responsibility of the entity submitting the proposal.
  - e. The contract will be governed by the laws of the State of Texas. Venue shall be exclusively in Dallas County.
- 6.2 Proposers shall mark any information, which is a trade secret or confidential, as "CONFIDENTIAL" on each page. Pricing of goods and services is not considered as confidential information. Proposals shall be opened so as to avoid disclosure of contents to competing proposers. The contents will not be disclosed during the process of evaluation, revision, and negotiation. All proposals shall be open to the public after contract award, except for information marked "confidential."

## **7.0 AWARD OF CONTRACT**

- 7.1 The Town of Addison reserves the right to reject any or all proposal, reject any particular item on a proposal and to waive immaterial formalities.
- 7.2 The Information Technology Department will evaluate all qualifying proposals. All requirements in this RFP must be satisfied to ensure that the proposal will qualify for consideration.
- 7.3 The Town of Addison requests that only qualified firms submit proposals. Proposals from unqualified firms or proposals that fail to address all requirements listed in this RFP will be rejected.

### **References**

- 7.4 Current and previous clients of any firm that submits a proposal may be approached with specific questions regarding contractor performance and reliability. Responses to these questions will be considered in the evaluation process.

## **8.0 NON DISCRIMINATION POLICY**

- 8.1 It is the policy of the Town of Addison to afford all people an equal opportunity to bid or propose on any contract being let by the Town.
- 8.2 The Town of Addison has a policy that prohibits discrimination against any person because of race, color, sex, or national origin, in the award or performance of any contract.
- 8.3 The Town of Addison will require its employees, agents, and contractors to adhere to this policy.



**Council Agenda Item: #R9**

**SUMMARY:**

This item is to request the Council's approval of a contract with Sigma Surveillance, Inc. for the purchase and installation of a Video Monitoring Camera System at the Athletic Club. We released a RFP and received seven (7) proposals. Copies of the RFP, evaluation matrix, and the contract are attached.

**FINANCIAL IMPACT:**

Total cost of the system: **\$36,297**

Budgeted amount: **\$50,000**

**BACKGROUND:**

The existing camera system at the Athletic Club is an outdated system and has no recording capabilities. The existing system was installed prior to the swimming pool addition which doesn't provide coverage in the fitness area, outdoor pool and parking lot areas.

Proposed system is an integrated system with a total of seventeen (17) fixed cameras, two (2) PTZ (pan, tilt, and zoom), and one (1) Mega Pixel camera / 1.3 mega pixels / POE ready to cover the front entrance...

Proposals were evaluated using the following weighted criteria:

**30 Points:**

- Meet the minimum hardware/software requirements.
- Ease of use and operation of the system.

**50 Points:**

- Total cost, which considers both initial acquisition and ongoing operating costs

**20 Points:**

- Vendor's ability to support our users' needs (Qualifications of the Vendor's staff).
- Results of reference checks (Vendor's reputation).
- Level, quality, and type of client training and technical assistance provided.

**RECOMMENDATION:**

Staff recommends that the Council authorize the City Manager to enter into a contract with Sigma Surveillance, Inc. for the purchase, and installation of a Video Camera Monitoring System at the Athletic Club in the amount of \$36,297 subject to the City Attorney's final approval....

**Town of Addison, Texas**

**Request for Proposal (RFP)**

**RFP 07-08 – Video Camera Monitoring System**

**Proposals are due by 4:00 PM on March 23, 2007**



FINANCE DEPARTMENT / PURCHASING DIVISION

5350 Belt Line Road, Post Office Box 9010, Addison, Texas 75001  
(972) 450-7089 – Fax (972) 450-7096

## REQUEST FOR PROPOSALS

The Town of Addison is accepting proposals from all interested parties for a Video Camera Monitoring System

Proposal Number: 07-08

Proposal Name: Video Camera Monitoring System

Proposals Due: Friday, March 23, 2007 at 4:00 pm  
Office of the Budget and Procurement Manager  
Addison Finance Building  
5350 Belt Line Road  
Addison Texas 75254

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

If you are not a member of DemandStar.com and wish to obtain a free copy of this proposal, you may pick up a copy at the Purchasing Division, 5350 Belt Line Road, Dallas, TX 75254 or by contacting Shanna Sims, Budget and Procurement Manager, at 972-450-7089.

Late proposals will be returned unopened, and unsigned proposals will be rejected as non-responsive.

For questions concerning the bid process, contact Shanna N. Sims, Budget and Procurement Manager, at 972-450-7089 or e-mail at [ssims@ci.addison.tx](mailto:ssims@ci.addison.tx). For questions concerning the specifications or the work to be performed, contact Hamid Khaleghipour, Information Technology Director, at 972-450-2868 or e-mail at [hkhaleghipour@ci.addison.tx.us](mailto:hkhaleghipour@ci.addison.tx.us).

**TOWN OF ADDISON  
REQUEST FOR PROPOSALS NO. 07-08  
VIDEO CAMERA MONITORING SYSTEM**

**INTENT**

The Town of Addison Information Technology Department is soliciting sealed written proposals from qualified vendors for the purchase and installation of a Sony Network Video Recorder and ***score of cameras*** (Fixed, and PTZ ) at the Town's Athletic Club and Conference Centre Buildings (inside and outside). ***Final number of cameras to be determined by proposer according to their recommendation after site visits.*** Equipment proposed can be specified equipment in RFP or can be comparable equipment.

**CRITERIA FOR PROPOSAL ACCEPTANCE**

The proposals will be evaluated with respect to criteria specifically developed to examine the technical competence and suitability of prospective proposals. The Town will only award the contract to a responsible bidder. In order to qualify as responsible, vendor must meet the following criteria as they relate to this proposal request:

- 1) The successful vendor must have adequate technical and financial resources to ensure satisfactory performance.
- 2) The successful vendor must have the necessary experience, organization, and technical skill to ensure satisfactory performance.
- 3) The successful vendor must have a satisfactory record of performance in developing and implementing similar jobs.
- 4) The successful vendor must be licensed by the State of Texas.

**PROPOSAL EVALUATION PROCESS**

Proposals will be evaluated using the following weighted criteria:

**MAXIMUM PROPOSAL GRADE IS 100 POINTS**

**30 Points:**

Ability of hardware/software to meet our requirements.  
Ease of use and operation of the system.

**50 Points:**

Total cost, which considers both initial acquisition and ongoing operating costs

**20 Points:**

Vendor's ability to support our users' needs (Qualifications of the Vendor's staff).  
Results of reference checks (Vendor's reputation).  
Level, quality, and type of client training and technical assistance provided.

## **VENDOR PROPOSAL EVALUATION MEETINGS**

Discussions may be conducted with vendors to clarify the Town's requirements and the vendor's proposals.

## **AWARD**

Award shall be made to the responsible vendor whose proposal is determined to be the most advantageous to the Town taking into consideration the criteria for proposal acceptance and the proposal evaluation composite score.

Once awarded by Council, the contract will be good for 6 months from award date to proceed with work.

## **CONTRACT TERM**

Negotiations may be undertaken with those contractors whose proposals, as to price and other factors, demonstrate them to be qualified, responsible, and capable of performing the work. The contract selected will be the one most advantageous to the Town of Addison, cost and other factors considered. The Town reserves the right to consider proposals or modifications thereof received at any time before an award is made, if such action will be in the best interest of the Town.

The contents of the proposal by the successful agency shall become contractual obligations if a contract ensues. Failure of the successful contractor to accept these obligations may result in cancellation of the award.

## **TIMELINE**

- RFP Released February 9, 2007
- Mandatory Pre-Proposal Meeting / Site Visit March 16, 2007
  - Pre-bid meeting will begin at 10:00 a.m. at the Addison Athletic Club at 3900 Beltway Drive, Addison
- Proposal Due date March 23, 2007
  - Proposals are due at 4:00 p.m.

## **PROPOSAL FORMAT**

To assure consistency, proposals must conform to the following format:

### **Introduction**

This section should contain your understanding of the Town's needs and objectives.

### **Descriptive Literature**

Provide complete descriptive literature for each item. Bidder is cautioned that any product delivered which does not meet specifications in every aspect will not be accepted.

### **References**

This section (Form 2) shall contain names of at least five organizations, most preferable local governmental entities for which you have provided this service. Please include organization name, address, telephone number and contact person.

### **Fee Structure**

Provide a fee schedule for your services. This schedule should include a description of the products and services; hardware, software, implementation, installation, configuration, training, documentation, and project management.

### **Contract**

Enclose a copy of your standard contract. Indicate any clause(s) that are conditional or non-negotiable.

**SPECIFICATIONS FOR RFP 06-22  
VIDEO CAMERA MONITORING SYSTEM**

**IP CAMERA MONITORING SPECIFICATIONS:**

**HARDWARE:**

**( To be determined) #'s of (Fixed, and PTZ) Sony or comparable cameras for the Athletic Club and Conference Centre Buildings area (Inside and Outside). Sony Network Video Recorder Server (or comparable) w/16 camera licenses**

**Video Recorder Requirements:**

System should be able to keep 30 days of video for retention and be easily searched for later viewing and enhancing of video if needed. For maximum enhancement potential, recording should be at maximum resolution.

**SONY PAN/TILT/ZOOM Camera Requirements:**

**A. GENERAL REQUIREMENTS:**

- Day/Night mode camera is required with good night vision capabilities
- The CAMERAS shall be network enabled, integrated pan/tilt zoom color camera. Utilizing a 1/6 type 680,000 pixel SuperHAD™ interline transfer CCD. The camera shall have an analog video output producing better than 470 TV lines of horizontal resolution.
- Network interface shall be via an 8-pin RJ-45 connector, 10 Base T /100 Base TX Ethernet.
- The CAMERAS shall utilize JPEG compression, baseline compliant YCbCr422. Compression levels shall be user selectable in 10 steps, ranging from 1/5 to 1/60 compression ratios, based on an image of 24bits per picture element (8bits each for R, G &B).
- The CAMERAS shall incorporate a built-in web server, such that standard web browsers Internet Explorer or Netscape Navigator can be used to view the camera view without need for special viewer software. Supported operating system shall be Windows 98, 98SE, NT4.0, Me, 2000 and XP. Minimum PC requirements shall be 500MHz, PIII Processor, with 128MB RAM supporting 1024X768 True Color display capability.
- Internet Explorer browser shall be version 5.5 or 6.0; Netscape browser shall be version 4.7 or 6.0 w/ Java plug-in version 1.3.1\_02, version 1.3.1\_03, version1.4.0, version 1.4.0\_01

- The CAMERAS shall be capable of supporting up to 20 users simultaneously over the network.
- There shall be up to 4 user level settings. Access to functions shall be determined as follows:
  - a. User level 1 Viewing only
  - b. User level 2 Pan/Tilt & preset control
  - c. User level 3 Trigger alarm outputs, capture images, FTP or Email image
  - d. User level 4 All functions (Administrator)
- Maximum frame rate capability of the CAMERAS over LAN shall be up to 30 frames per second on 640 X 480 capture size.
- Image sizes shall be user selectable for the following:
  - i. 736 X 480
  - ii. 640 x 480
  - iii. 320 x 240
  - iv. 160 x 120
- The minimum slow shutter setting shall be ¼ second.
- The CAMERAS shall have Color and B/W mode capability. The switching between modes shall be accomplished automatically by sensing the luminance level, by time schedule, or manually by the administrator.
- On B/W mode, the IR cut filter shall move away from the CCD imager, allowing the camera to fully utilize the sensitivity of the CCD in the near IR range, beyond 700 nm.
- CAMERAS shall have an integral 25X Optical auto focus zoom lens. The camera shall also feature digital zoom that extends the total zoom range to 300X.
- CAMERAS shall incorporate an integral DC servo type pan/tilt mechanism, allowing a total pan range of 340 degrees and a tilt range of – 25 degrees to 90 degrees.
- The camera shall be capable of 16 presets and 5 tour settings.
- Pan and tilt speeds on tour mode shall be in 20 steps.
- User shall have the option of having the camera on tour all the time, or via one of 6 possible schedules. Each schedule shall contain the 7 days of the week with each own start and stop times for the tour. Manually controlling the pan/tilt cursor buttons on the GUI shall disable the tour automatically.
- The CAMERAS shall feature SteadyShot® mode, to allow compensation for slight vibrations. There shall be no loss of video resolution when this mode is activated.
- The cameras shall incorporate proportional pan/tilt speed on zoom. The wider the angle of view, the faster the pan/tilt speed and, the higher the zoom ratio, the slower the pan/tilt speed on manual pan/tilt control.
- The cameras shall also feature an Exclusive Control Mode that shall allow multiple users (up to 20) to come in queue for control of the camera. Exclusive control mode shall be user settable for between 10 to 600 seconds.



- The CAMERAS shall also incorporate an Activity Detection circuit to detect changes in luminance levels in the designated area. Detection area shall be rectangular, variable in size, set by the administrator. Camera shall have 9 levels of sensitivity.
- The CAMERAS shall have an 18 pin I/O interface located on rear of the base. There shall be 3 separate alarm input ports, and 2 Alarm output ports, an RS-232C port and an RS-485 port. Alarm input ports shall be opto-isolated.
- The CAMERAS shall support data transparency for either RS-232C or RS-485 ports.
- Network protocols supported shall be TCP/IP, ARP, HTTP, ICMP, SMTP, FTP, DHCP and SNMP. Network security shall be via Password (basic authentication) and IP filtering.
- The CAMERAS shall be capable of limiting the bandwidth on all ports from 0.5Mbps to 8Mbps.
- The CAMERAS shall have an internal image memory size of 8MB for alarm buffering.
- The CAMERAS shall be capable of pre and post alarm buffering.
- There shall be 2 PCMCIA type II expansion slots. Manufacturer recommended MemoryStick® with PCMCIA memory stick adapter, Compact Flash as well as ATA HDD card should be supported. Use of the PCMCIA shall be one at a time.
- On alarm, user shall have the option of utilizing the onboard image memory area, or an attached PCMCIA memory device. Additionally, captured images on alarm may also be sent via FTP to a server. Moment of alarm image captured shall also be capable of being attached to an email, to an email address specified by the administrator.

**B. CAMERA LENS SPECIFICATIONS:**

- Camera lens shall have an optical zoom range of 25X minimum.
- Focal length range shall be 2.4mm to 60mm, F1.6 (wide end) to F2.7 (tele end).
- Horizontal viewing angle shall be 2.0 degrees to 45 degrees.
- Camera lens shall feature an inner focus type mechanism.
- Camera lens shall be auto-focus type, but can be switched to manual, which can be set by the administrator.
- Minimum object distance shall be 30mm on wide angle and 800mm on maximum zoom.

**C. VIDEO-ELECTRICAL REQUIREMENTS**

- The CAMERAS shall use an input voltage of either 12VDC.
- The power connection shall be by means of a coaxial DC jack.
- The scanning system shall be 525 lines, 60 fields/30 frames, 2:1 interlace.
- The video output of the CAMERAS shall meet the EIA/NTSC standard.
- The CAMERAS color day/night camera shall require a minimum scene illumination of:
  - Color: 3.0 lux at f1.6 (50 IRE, AE mode, slow shutter OFF)
  - B&W: 0.18 lx at F1.6 (50 IRE, AE mode, slow shutter OFF)
- Camera synchronization shall be Internal.
- The composite video output shall be 1.0 V peak to peak @ 75 ohms, sync negative via a BNC connector.
- The video signal to noise ratio shall be 48dB.
- Video gain shall be Auto or manual with a range of -3 to +28dB.
- White balance shall be Auto, Indoor, Outdoor, One push AWB, ATW, or manual.
- Power consumption shall be approx: 21.6W maximum w/ an ATA HDD card.

**D. MECHANICAL REQUIREMENTS:**

- The pan/tilt mechanism shall incorporate direct drive gearless motors, suitable for either desktop or ceiling mount operation.
- Full pan range of 340 degrees shall be achieved in 2 seconds, and full 115-degree tilt travel shall be 1.5 seconds.
- The camera shall employ a motor driven mechanism that removes the IR cut filter position from the front of the CCD when it switches to B/W mode. On B/W mode, the IR cut filter shall move away from the CCD imager, allowing the camera to fully utilize the sensitivity of the CCD in the near IR range, beyond 700 nm.

- The camera shall be capable of 16 presets. Additionally there shall be 5 tour settings that can be established tour, labeled A, B, C, D, &E. User shall have the choice of pan and tilt speeds, including stay time at the preset for each tour. Sequence of presets, choice of presets, shall be independent for each tour set by the user.
- External alarm triggered presets shall be supported. Up to 3 external alarm inputs shall be supported via the I/O port, which shall be opto-isolated.
- The CAMERAS shall have 2 PCMCIA type II slots.
- Video output connector shall be BNC type. Normal view shall be ceiling mounted operation only.
- The camera mounting hole shall be 1/4" –20, located on the base.
- The camera dimensions shall be 5 5/8(W) x 7(H) x 5 3/4(D) inches, 140mm(W) x 175mm(H) x 144mm(D).
- The camera shall weigh approximately 2 lb 10 oz (1.2kg).

#### **E. ENVIRONMENTAL REQUIREMENTS**

- The operating temperature shall be 32°F to 104°F (0°C to +40°C)
- Storage temperature shall be within -4°F to 140°F (-20°C to +60°C)

#### **F. SUPPLIED ACCESSORIES**

- CD ROM containing User guide & setup program (1)
- AC Adaptor w/ AC cord (1)
- I/O interface connector (1)
- Installation guide (1)
- Ethernet cable, UTP Cat 5 cross over cable (1)
- Ceiling brackets A & B
- Wire rope (1)
- Ferrite core (1)
- Screws

#### **Flat Panel LCD:**

- 2 32" Flat Panel LCD

## **SOFTWARE REQUIREMENTS:**

- **CUSTOMIZED LAYOUTS** – Multiple floor plans; clickable camera icons map view for quick navigation.
- **HIGH FRAME RATE** – High quality images captured with a high refresh rate up to 30 fps.
- **EASY SETUP MANAGER** – Fine-tune your digital video system according to your needs and available bandwidth.
- **ACCESS** – Multiple servers with a single client graphic user interface.
- **FLEXIBLE** – Each camera in the system can be configured for Manual, Scheduled, and Alarm/Pre-alarm recording.
- **MANUAL RECORDING** – The user-defined operator can initiate a recording at any time for any selected camera. The camera then records at a defined refresh rate, resolution, and quality.
- **SCHEDULED RECORDING** – Allows users to schedule their recording requirements for any selected camera or group of cameras, with virtually no limit to the number of scheduled items you can select.
- **ALARM AND PRE-alarm RECORDING** - Enables alarm sensors to be configured either per camera or by camera group, and set u to automatically record more detail when an alarm sensor is triggered.
- **PLAYBACK DURING RECORDING** – Recording and playback can be performed simultaneously, so previously recorded images can be viewed while recording continues.
- **EASY SEARCH OF RECORDED IMAGES** – The search recording function allows you to quickly locate a particular recording. The calendar displays all recordings made (per camera or camera group) so you can see when and what kind of recording was made. You can then filter these recordings by time/date, alarm events, and/or inserted comments. Thumbnail, preview images can also be displayed to make searching easier and more effective.
- **ACTIVITY DETECTION/ALARM TRIGGER** – RSM software can perform activity based recording, triggered by the activity detection signal generated by the Sony network cameras or an alarm trigger signal from external equipment. The I/O management function, of the RSM software can be set up to control switch-operated devices (such as doors and lights) for maximum security and control.
- **PRE-/POST-ALARM IMAGE STORAGE** – RSM software receives an alarm trigger, either from the activity detection signal or the alarm input from the cameras, hundreds of pre-alarm and post-alarm still images can be stored – providing users with a video log of these events.
- **E-MAIL NOTIFICATION** – When an alarm occurs, the RSM software can be programmed to send alarm notification to a specified e-mail address or addresses.

- **DYNAMIC MASKING FUNCTION** – The advanced Dynamic Masking function, unwanted or prohibited areas within an image can be masked appropriately. When zoom is engaged, the size of the masked areas will adjust in proportion to the zoom position. In addition, the masking position can be made to interlock with a camera’s pan/tilt to achieve a comprehensive masking operation. Then number of masking areas and types (color, border, Gaussian blur, luminance, mosaic, random noise outside of the area of interest) can be freely set.
- **PAN/TILT/ZOOM (PTZ) CONTROL** – RSM software remotely controls the Pan/Tilt/Zoom of the cameras over the network. In addition, digital pan/tilt and zoom can also be controlled for cameras that do not feature built-in pan/tilt capability. When a point in the image is clicked, the camera automatically pans and/or tilts to make the point the center of the image. And by dragging out a specified area of the image, the camera will digitally zoom in to that area.
- **TOUR FEATURE** – Allows the Sonny Pan/Tilt/Zoom cameras to preset up to five scanning patterns with up to 16 positions in each scan.
- **API INTERFACE** – RSM software provides an API for application developers or system integrators, allowing the RSM monitoring system to be integrated in other application programs or systems such as GUI design software, POS, access control, and alarm system.
- **FILE EXPORT AVI** – The RSM software includes “File Player” in which users can playback recorded images with embedded metadata such as recording start time, recording end time and frame rate. The “File Player” enables recorded images to be exported in the standard AVI file format for easy exchange.
- **DUAL MONITOR SETUP** – The camera image selected on the primary monitor can be displayed on the second monitor as a full-screen-sized “hotspot” providing detailed image.
- **TIME-STAMPED COMMENTS** – Operators can log events should anything notable occur during monitoring by imputing a comment. Comments can be linked to a camera with a given priority and time-stamped for easy logging.
- **USER PRIVILEGES** – The administrator can define user groups, add users, set privileges per user/group, and set up user access to specific camera groups.
- **CUSTOMIZED LOGGING REPORTS** – In the event of a system problem, the logging feature makes it easier to determine the cause. By selecting the items you want to monitor, trouble-shooting is simplified.

## **INSTALLATION OF SERVERS, And CAMERAS.**

- Pricing for installation of equipment must be based on either outdoor or indoor as directed by the Town of Addison. The installer must provide electrical transformers and mounting hardware for the equipment as required.
- Pricing for installation of servers (Sony Network Video Recorder or comparable) and all software necessary to complete a fully operational IP camera installation as directed by the Town of Addison.

## INSTRUCTIONS TO PROPOSERS

### 1.0 RECEIPT AND PREPARATION OF THE PROPOSAL

- 1.1 **Proposers are required to submit one (1) paper version of their proposal and one (1) digital form of their proposal (CD or flash memory card).** Proposals should be delivered to the Strategic Services Division in the Finance Building of the Town of Addison located at 5350 Belt Line Rd., Addison, TX 75254 by 4:00 p.m., March 23, 2007. Proposals must be received by the specified time in order to be considered, and proposals submitted after this closing time will not be considered and will be returned unopened.
- 1.2 Each proposal shall be enclosed in a sealed envelope, addressed to the Strategic Services Manager, Town of Addison, P.O. Box 9010, Addison, Texas, 75001. Proposals must be labeled in the lower left-hand corner with the Proposal Number and Name (RFP 07-08 Video Camera Monitoring System). Proposers must also include their company name and address on the outside of the envelope.
- 1.3 Proposers are responsible for making certain proposals are delivered to the Strategic Services Division. Mailing of a proposal does not insure that the proposal will be delivered on time or delivered at all. If proposer does not hand deliver the proposal, it is suggested that he/she use some sort of delivery service that provides a receipt.
- 1.4 Proposals may be withdrawn prior to the above scheduled time set for closing of the proposals. Any proposal received after the time and date specified shall not be considered.
- 1.5 The Town reserve the right to request additional information or to meet with proposers to discuss points in the proposal before and after submission, any and all of which may be used in forming a recommendation.
- 1.6 The Town reserves the right to reject any all proposals, to waive any non-material irregularities in any RFP, and to accept or reject any item or combination of items. The Town of Addison reserves the right to postpone the date and time for sealed proposals through an addendum.

## **2.0 ADDENDA AND EXPLANATIONS**

- 2.1 Proposers having any questions regarding the true meaning of the specifications or terms and conditions shall submit these questions to the Information Technology Director, Hamid Khaleghipour, at [hkhaleghipour@ci.addison.tx.us](mailto:hkhaleghipour@ci.addison.tx.us). Any and all interpretations or supplemental instructions, which, if issued, will be posted on the Town's website, e-mail and faxed to all prospective proposers. A copy of all addenda issued must be signed and returned with your bid.

## **3.0 TAXES**

- 3.1 All proposals are required to be submitted without State Sales tax. The Town of Addison is exempt from payment of such taxes and a Tax Exemption Certificate will be executed for the successful bidder.

## **4.0 SCOPE OF WORK**

- 4.1 The work under this contract shall consist of the items or services contained in the proposal, including all materials, equipment, labor and all other items necessary to complete said work in accordance with the bid documents.

## **5.0 EXAMINATION OF CONTRACT DOCUMENTS**

- 5.1 Before submitting a proposal, each proposer must thoroughly examine the contract documents to ensure that the services you are proposing meets the intent of these specifications.
- 5.2 The Town of Addison is not responsible for incomplete proposal packets.
- 5.3 Proposers are instructed to return all pages of the proposal packet that contain written responses.

## **6.0 PROPOSING**

- 6.1 Proposers are instructed to consider the following factors in preparation of your proposal:
  - a. Proposals shall remain firm for a period of 60 calendar days after the scheduled bid opening.



- b. Exceptions to any specifications, or part thereof, must be clearly stated and included with your Proposal Form.
  - c. Proposers are instructed to include all necessary charges, related to this proposal.
  - d. All costs incurred in responding to the RFP shall be the responsibility of the entity submitting the proposal.
  - e. The contract will be governed by the laws of the State of Texas. Venue shall be exclusively in Dallas County.
- 6.2 Proposers shall mark any information, which is a trade secret or confidential, as "CONFIDENTIAL" on each page. Pricing of goods and services is not considered as confidential information. Proposals shall be opened so as to avoid disclosure of contents to competing proposers. The contents will not be disclosed during the process of evaluation, revision, and negotiation. All proposals shall be open to the public after contract award, except for information marked "confidential."

## **7.0 AWARD OF CONTRACT**

- 7.1 The Town of Addison reserves the right to reject any or all proposal, reject any particular item on a proposal and to waive immaterial formalities.
- 7.2 The Information Technology Department will evaluate all qualifying proposals. All requirements in this RFP must be satisfied to ensure that the proposal will qualify for consideration.
- 7.3 The Town of Addison requests that only qualified firms submit proposals. Proposals from unqualified firms or proposals that fail to address all requirements listed in this RFP will be rejected.

### **References**

- 7.4 Current and previous clients of any firm that submits a proposal may be approached with specific questions regarding contractor performance and reliability. Responses to these questions will be considered in the evaluation process.

## **8.0 INSURANCE REQUIREMENTS**

- 8.1 The Contractor shall agree to furnish and maintain, continuously during the period of this agreement, any renewals or extensions, insurance coverage meeting all of the following requirements:
- a. Commercial general liability insurance at minimum combined single limits of \$500,000 per occurrence and \$1,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, (\$1,000,000 products/completed operations aggregate). Contractual Liability must be included. maintained with respect to the contractor's obligations contained in the contract
  - b. Workers Compensation insurance at statutory limits, including employers liability coverage at minimum limits of \$100,000 per occurrence - each accident, \$100,000 per occurrence - disease, and \$500,000 aggregate - disease.
  - c. Commercial automobile liability insurance at minimum combined single limits of \$500,000 per occurrence for bodily injury and property damage, including owned, non-owned and hired car coverage.
- 8.2 Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Town accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- 8.3 A comprehensive general liability insurance form may be used in lieu of a commercial general liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$500,000 each-occurrence, combined single limit, and coverage must include a broad form comprehensive general liability endorsement, products/completed operation and contractual liability.
- 8.4 With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows: provide the following endorsements:
- a. The Town shall be named as an additional insured with respect to general liability, automobile liability and builders risk coverages.

- b. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions and severability of interest clauses.
  - c. A waiver of subrogation in favor of the Town of Addison shall be contained in all liability policies.
  - d. All insurance policies shall be endorsed to require the insured to immediately notify the Town of Addison of any material changes in the insurance coverage.
  - e. All insurance policies shall be endorsed to the effect that the Town will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
  - f. All insurance policies, which name the Town as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
  - g. Contractor may maintain reasonable and customary deductibles, subject to approval by the Town.
  - h. Insurance must be purchased from insurers that are financially acceptable to the Town.
- 8.5 All insurance shall be purchased from an insurance company, which meets the following requirements:
- a. Must be issued by a carrier, which is rate "A-" or better by A.M. Best's Key Rating Guide.
  - b. Licensed and admitted to do business in the State of Texas and is a subscriber to the Texas Guaranty Fund.
- 8.6 All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of insurance shall be prepared and executed by the insurance company or it's authorized agent and shall contain provisions representing and warranting the following:
- a. The company is licensed and admitted to do business in the state of Texas.
  - b. The Texas State Board of Insurance has approved the company's forms.

- c. Sets forth all endorsements and insurance coverage according to requirements and instruction contained herein.
  - d. Shall specifically set forth the notice-of-cancellation or termination provisions to the Town. The Town of Addison will receive at least thirty (30) days notice prior to cancellation or termination of insurance.
- 8.7 Upon request, Contractor shall furnish the Town with certified copies of all insurance policies.

## 9.0 BONDS REQUIRED

Bonds must be executed prior to beginning work on the project and must be executed by a corporate surety authorized and admitted to do business in the State of Texas and licensed by the State to issue surety bonds. The Surety must be listed in the most recent U.S. Treasury Department's "List of Acceptable Sureties", issued annually on July 1.

The **Performance Bond** shall be in an amount equal to the total contract price and guarantee that the Contractor shall repair and/or replace any defects in workmanship or materials used therein, for a period of one (1) year from the date of final acceptance of the work by the owner.

The **Payment Bond** shall be in an amount equal to the total contract price and guarantee payment to all persons supplying labor and materials or furnishing equipment in the execution of the Contract.

Bonds shall be signed by Contractor as principal and by an established bonding company approved by Owner, as surety.

Bonds shall be accompanied by appropriate power-of-attorney clearly establishing extent and limitations of authority of each signer to so sign, and where the work is performed and to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such surety ship.

All bonds shall be made on forms complying with requirements of laws of the State of Texas.

## 10.0 NON DISCRIMINATION POLICY

- 10.1 It is the policy of the Town of Addison to afford all people an equal opportunity to bid or propose on any contract being let by the Town.

- 10.2 The Town of Addison has a policy that prohibits discrimination against any person because of race, color, sex, or national origin, in the award or performance of any contract.
- 10.3 The Town of Addison will require its employees, agents, and contractors to adhere to this policy.

**RFP #07-08 Video Camera Monitoring System  
INSURANCE REQUIREMENT AFFIDAVIT  
(SUPPLEMENTAL INFORMATION)**

**To be completed by appropriate insurance agent**

I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified vendor. If the below identified vendor is awarded this contract by the Town of Addison, I will be able, within ten (10) days after being notified of such potential award, to furnish a valid insurance certificate to the Town meeting all of the requirements contained in this bid.

\_\_\_\_\_  
Agent's Signature

\_\_\_\_\_  
Agent's Name Printed

\_\_\_\_\_  
Name of Insurance Carrier

\_\_\_\_\_  
Phone Number of Agent

\_\_\_\_\_  
Address of Agency

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Vendor's Name

SUBSCRIBED AND SWORN to before me by the above named \_\_\_\_\_

on this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public

***Note to Bidder:***

This form cannot be submitted with your bid as it must be completed by your insurance agent. Fax this form to your insurance agent and have them fax it to the Town of Addison at 972-450-7096. This form must be received by Purchasing before or within 48 hours of the bid closing date.

***Note to Agent:***

If this time requirement is not met, The Town of Addison has the right to declare this vendor non-responsive and award the contract to the next lowest responsible bidder meeting the specifications. If you have any questions concerning these requirements, please contact the Strategic Services Manager at 972-450-7089.

## Cost Analysis for AAC

	Sigma Surveillance	Convergent Technologies	Red Moon Broadband	Wunderlich-Malec	Integrated Access System
<b>Licensed Contractor</b>	yes	yes	yes	yes	yes
<b>Insurance affidavit</b>	yes	yes	yes	yes	yes
<b>Attend PRE-BID meeting</b>	yes	yes	yes	yes	yes
<b>Video Management SW - Model</b>	OnSSSI NetDVR Included (\$8650) (35 license)	Sony Real Shot Manager Included (\$3,424.8) (32 license)	OnSSSI NetDVR included (\$4,239.51) (50 license)	Sony Real Shot Manager Included (\$3,422.87) (32 cam lic + 1 Client Lic)	Sony Network Server Included (\$11,244.3) (64 cameras max)
<b>Server cost</b>	Not included	Not included	Not included	Not included	Included (\$11,244.30/server/site)
<b>Fixed - exterior</b>	12	3	6	16	
<b>Fixed - interior</b>		11	14	16	17
<b>PTZ - exterior</b>	3	1	5		10
<b>PTZ - interior</b>					
<b>Adjustable zoom cameras</b>					
<b>Cameras Total</b>	15	15	25	32	27
<b>Total Cost</b>	<b>\$33,152.00</b>	<b>\$36,724.46</b>	<b>\$51,266.43</b>	<b>\$77,892.53</b>	<b>\$100,170.00</b>
<b>Proposal Evaluation</b>					
<i>Meets Requirements (30 points)</i>	<b>30</b>	<b>20</b>	<b>30</b>	<b>20</b>	<b>20</b>
license	yes	Yes	yes	yes	yes
Expansion	Hardware independent	Sony only	Hardware independent	Sony only	Sony only
Cameras	Meets requirements	Meets requirements	Meets requirements	Meets requirements	Meets requirements
Design Explained	yes	yes	yes	yes	yes
<i>Total Cost (50 points)</i>	<b>50</b>	<b>40</b>	<b>30</b>	<b>20</b>	<b>10</b>
Comments					
<i>Support/Referrals (20 points)</i>	<b>15</b>	<b>20</b>	<b>15</b>	<b>20</b>	<b>20</b>
System installed	200 non-IP	7 IP	6 IP	37 IP and 8 non-IP	100 IP and no non-IP
Years Company in business	3	6	7	5	12
Response and/or MTRR	2 hours major / 4 hours minor	4 - 6 hrs major / next day minor	1 hr major/ next day minor	8 hours for minor and major	1-4 hours major on site/ telephone response
<b>Total Points (100 points total)</b>	<b>95</b>	<b>80</b>	<b>75</b>	<b>60</b>	<b>50</b>

## Intelligent Video Surveillance Integrators

Phone: (972) 392-3635  
 Fax: (866) 223-8167  
 Email: jessica@sigmasurveillance.com



# SIGMA Surveillance

Address: Jessica L Clark  
 1081 Ohio Drive, Ste A  
 Plano, TX 75093

Prepared for: Town of Addison  
 Attn: Budget & Procurement Manager

Phone: (972) 450-7089

email: [ssims@ci.addison.tx](mailto:ssims@ci.addison.tx)

### IP OPTION FOR ADDISON ATHLETIC CENTER

Product Description	Qty	Price	Extension
<b>SVS To Be Provided to Contractor By Town of Addison</b>			
<b>SVS:</b> 4U server, 30fps per channel / MJPEG / MPEG4 / <b>Processor:</b> Two Intel Dual core 2.66Ghz <b>Memory:</b> 2GB DDR Ram <b>Storage1:</b> 500GB x 7 / 3.5 TB SATA <b>Days:</b> 30 days recording at 50% motion / 640x480 res <b>Optical Storage:</b> DVD/RW <b>Graphics:</b> onboard <b>Keyboard:</b> Yes <b>Mouse:</b> Yes <b>Network:</b> Integrated Intel Gigabit Ethernet (10/100/1000) <b>Software:</b> Windows 2003 Server	<b>1</b>		
<b>PERIPHERALS:</b>			
<b>LCD:</b> 32" LCD TV	1	\$1,200.00	\$1,200.00
<b>SW Software:</b>			
<b>ONSSI Licences:</b> Net DVMS (multi Server / Multi Site) w/ 35 camera licenses	1	\$8,890.00	\$8,890.00
<b>Materials, Labor &amp; MISC MATERIALS:</b>			
<b>Labor:</b> \$85	69	\$85.00	\$5,865.00
<b>Warranty:</b> 2 year warranty on hardware, 90 day labor			
<b>Cable:</b> Cat5 cable 1000feet / certified / connectors	5	\$110.00	\$550.00
<b>Conduit:</b> Conduit / various sizes / appx 300 feet / J boxes	300	\$2.20	\$660.00
<b>Cameras &amp; Related Materials:</b>			
<b>Sony:</b> SNC-DF70N / Mpeg4 / JPEG /Poe / 24VAc / Vandal Domes	14	\$900.00	\$12,600.00
<b>Sony:</b> SNC-DF70N / Mpeg4 / JPEG /Poe / 24VAc / Vandal Domes	3	included as per conversation	
<b>Sony:</b> SNC-RZ30N /Pan Tilt Zoom / JPEG / 24VAc	2	\$1,375.00	\$2,750.00
<b>Housing:</b> Housing for the SNC-RZ30N / UNI-ONS7C1 / CLEAR	2	\$495.00	\$990.00
<b>Iqeye:</b> Mega Pixel camera / 1.3 mega pixels / POE ready	1	\$980.00	\$980.00
<b>Housing:</b> Housing for the mega pixel camera / sigma 001	1	\$55.00	\$55.00
<b>POWER:</b>			
<b>UPS:</b> Ditek / 750a ups back up supply unit	2	\$110.00	\$220.00
<b>Powerdesin:</b> poe SWITCH / PD-6012 /AC /M 12 PORT / POE / 802.3AF	1	\$877.00	\$877.00
<b>Powerdesin:</b> poe SWITCH / PD8006 /AC /M 6 PORT / POE / 802.3AF for PTZ	1	\$660.00	\$660.00
<b>Total Investment</b>			<b>\$36,297.00</b>

After the 90 day free labor, \$80 will be charged per trip  
 If surveillance equipment is damaged due to improper use, warranty will be void  
 Client to provide server. Server will be housed at the Conference center  
 Server configuration is based on data from RFP: 30 days rec @ 640 x 480 resolution @30frames per second

**Platinum Partners :**



**Other Partners Include:**



**FOR YOUR REFERENCE :**

Business Size Small/ Minority / Woman Owned / HUB  
 BuyBoard Contract 253-06  
 CISV Vendor ID: 1202542335600 / 45399  
 Federal ID# 20-2542335  
 Delivery Time Per contract/Order requirements  
 FOB Destination  
 Local Offices: MD / VA / FL / TX  
 DUNS # 62-376-2510



Thank you for the Opportunity to be of Service!



**Council Agenda Item: #R10**

**SUMMARY:**

This item is to request the Council's approval of a contract with Allied Network Solutions, Inc. for the purchase and installation of 184 PCs. We chose Allied Network Solutions through DIR (Texas Department of Information Resources) instead of releasing a RFP.

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...

Lenovo is the State of Texas Contractor and Allied Network Solutions is a member of the Lenovo Reseller Program and it is registered as a partner eligible to sell Lenovo products through the State of Texas. A copy of the contract is attached.

**FINANCIAL IMPACT:**

Budgeted Amount: **\$235,000**

Cost: **\$168,118.62**

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

**BACKGROUND:**

The existing PCs excluding the monitors were purchased and installed in June of 2002. Monitors were purchased in 1998 and they are 10 years old... 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 PCs throughout the network every 4 years. However, due to the increasing work load last year we postponed the replacement of the PCs to FY 06-07. Currently we are facing the following challenges that are impacting productivity across the Town's network; **a) Performance** – Current PCs have an inadequate memory and processing power, and the monitors have gone through their useful lifecycle; **b) Microsoft Product Support** – Currently we are using Microsoft Windows 2000 operating system and Office 2000 products which based on Microsoft Licensing Policy

- Office 2000 – Microsoft discontinued offering mainstream support for Office 2000 products after June 30, 2004. The Office 2000 **extended** support period will last from July 1, 2004 through July 14, 2009.

We will be upgrading to XP operating system and XP Office products which

- Office XP – Microsoft discontinued offering **mainstream** support for Office XP after July 11, 2006. The **extended** support period for Office XP will last from July 12, 2006 through July 12, 2011.

### **Mainstream Support**

Mainstream Support is the first phase of the product support lifecycle.

At the [supported service pack level](#), Mainstream Support includes:

- Incident support (no-charge incident support, paid incident support, support charged on an hourly basis, support for warranty claims)
- Security update support
- The ability to request non-security hotfixes

### **Extended Support**

The Extended Support phase follows Mainstream Support for Business and Developer products.

At the [supported service pack level](#), Extended Support includes:

- Paid support
- Security update support at no additional cost
- Non-security related hotfix support requires a separate Extended Hotfix Support Agreement to be purchased (per-fix fees also apply).

### **RECOMMENDATION:**

Staff recommends that the Council authorize the City Manager to enter into a contract with Allied Network Solutions, Inc. for the purchase and installation of 184 PCs in the amount of \$168,118.62 subject to the City Attorney's final approval.



**Ordering Address:**

**Allied Network Solutions, Inc.**  
**1358 Blue Oaks Blvd., Suite 200**  
**Roseville, CA 95678**  
**PHONE: 214-295-6021 FAX: 916-774-2654**

**QUOTE**

**QUOTE#** ANSQ27256  
**DATE** 05/31/07  
**FOB:** Destination, Freight PPD  
**TERMS:** NET 30

**Quote To:**

Town of Addison  
 Hamid Khaleghipour  
 16801 Westgrove Dr.  
 Addison, TX 75001-5190

**Ship To:**

Town of Addison  
 Hamid Khaleghipour  
 16801 Westgrove Dr.  
 Addison, TX 75001-5190

**FEIN# 68-0480187**

**CONTRACT #**

Allied Network Solutions is a Certified Disabled Veteran Owned Small Business. We offer numerous products under CMAS & GSA contracts and can also be utilized as a valuable resource for open market product.

QTY	PART NUMBER	MANUFACTURER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
182	9631TCO	Lenovo	AMD Athlon 64 X2 4600+, Dual Core 2.4Ghz 1GB DDR2 SDRAM PC2 5300 Memory, 80GB Serial ATA Hard Drive, 7200, CDRW/DVD Combo Drive, NVIDIA GeForce 6100 PCI Express Video , Microsoft Windows XP Professional, 3YR IBM On-Site Next Business Day Parts & Labor Warranty	\$575.00	\$104,650.00
184	6622HB1	Lenovo	22IN LCD 700:1 1680X1050 D221 BLACK VGA DVI 5MS WIDE	\$289.00	\$53,176.00
184	SYS/IMG/INST	TSA/Lenovo	System Image, Install 1GB Mem Mod, Install asset tag & deliver and install system at customer site. Dispose of existing systems, erase hard drive to DOD certification specifications. Perform system installation and deinstallation according to the exhibit "A"	\$40.00	\$7,360.00
2	1951C2U	Lenovo	THINKPAD T60 T2400 1.83G 512MB 60GB COMBO 14.1-XGA WL BT XP PRO	\$1,276.84	\$2,553.68
2	250410U	Lenovo	ADVANCED MINI DOCK FOR THINKPAD Z SERIES T60	\$131.58	\$263.16
2	40Y7620	Lenovo	CONVERTIBLE MONITOR STAND TP	\$57.89	\$115.78

QTY	PART NUMBER	MANUFACTURER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
				SubTotal	\$168,118.62
				Sales Tax	\$0.00
				Shipping	\$0.00
				<b>TOTAL</b>	<b>\$168,118.62</b>

Thank you for the opportunity to provide this quote. Please reference quote number in the upper right hand corner on any purchase order resulting from this quote.

Sincerely,

Michael Uren  
 Sr. Executive Account mgr.  
 Allied network Solutions  
 214-295-6021  
 muren@ans-it.com

# SERVICES NEEDED FROM VENDOR FOR WORKSTATION AND MONITOR REPLACEMENT

## “Attachment A”

1. Deliver (6) workstations to Addison for image creation using Sysprep
2. Build (6) different sets of workstations per each image supplied by Addison
3. Image testing and verification
4. Deliver workstations & monitors to each site based on deployment schedule
5. Schedule and dispatch a services specialist
6. Verify receipt and condition of all systems and components
7. Un-pack system and components
8. Inventory, Asset Tag, and create a spreadsheet with serial# for each computer and LCD
9. Check CD-ROM for CD and Floppy on old workstation
10. Otherwise reboot and remove Bios password.
11. Removal of existing hardware to Vendor's designated central area. Remove keyboard and mouse if they are standard, if not, keep them for new workstation
12. Use of Secure Data Disposal tool to remove data from the existing hardware (DOD certification)
13. Give Addison list of all asset tag #'s and serial #'s of removed hardware
14. Removal of packaging material to predetermined area on Customer site
15. Place computer software in one workstation box for each site (label with PC name)
16. Set-up and connect basic system components
17. Setup bios according to instructions from Addison
18. Mini-Setup Wizard will come up
  - a. When asked, enter in Product Key # from Microsoft sticker on workstation
  - b. Then name workstation according to map/list from Addison
  - c. The local admin password is already entered
  - d. The 'add to domain' option is already taken
  - e. A box will pop up asking for a Domain Admin username and password (give IBM temp Admin account)
19. Ensure basic system components and software operating system function correctly
20. Perform basic hardware utility diagnostics and testing
21. Log into workstation using temp Admin account to install local printer driver and/or software
22. Reconnection / installation of up to 3 external local peripherals
23. Electronic status report when and where installations were completed

24. Have vendor register warranty information to activate extended warranty



- (a) obtain such additional base desktops (in accordance with Attachment B) as may be required to meet the City's needs for each Desktop Configuration (the "Additional Desktops"),
  - (b) assemble and load on the Additional Desktops each of the images, and
  - (c) test each of the computers at the Vendor Office to ensure that the image was properly loaded.
- (3) Following Vendor's receipt of Additional Desktops necessary to meet the City's needs for any Desktop Configuration, Vendor shall have all of the fully configured desktops for that Desktop Configuration delivered to the City within seven (7) business days at a location as directed by the City. For purposes hereof, each set of fully configured desktop computers on which the same Desktop Configuration is installed by Vendor is referred to as a "Desktop Set".
- (4) Following the receipt of the fully configured desktops, the City will evaluate and test the desktops. In the event any of the desktops do not function properly (as determined by the City in consultation with Vendor) and such failure to properly function is determined by the City to be related to the service or work of Vendor, Vendor shall retrieve such desktops from the City, make such corrections as may be necessary so that such desktops will function properly, and return the same to the City for testing. This process shall be repeated until such time as the City has determined and is satisfied that the desktops are functioning properly; provided, however, that notwithstanding the foregoing, the event the City is not satisfied with any of the desktops, the City may:
- (a) accept such desktops with an equitable price adjustment to the extent they do not conform to this Agreement; or
  - (b) return such desktops, in whole or in part, and receive damages described in Section 5 below.

For purposes hereof, each date on which the City determines that it is satisfied with a Desktop Set is referred to as an "Acceptance Date".

B. The purchase of all computer hardware, software, licenses and other materials under this Agreement shall be in accordance with Attachment B.

C. Vendor shall provide to the City the products and services described herein in a timely manner (and time is of the essence of this Agreement) and to the City's satisfaction.

D. Vendor will retain risk of loss and damage for all computer hardware, software and other materials while the same is in its possession or control and during any periods of delivery (whether initially or upon the return to Vendor of any such hardware, software, or materials), and such risk of loss and damage will end upon delivery of the same to the City. Vendor will be responsible for any damage caused by its officers, employees, or subcontractors.



Section 3. Fees; Payment. For the Project and the services provided by Vendor hereunder (including, without limitation, the products (computer hardware, software, licenses, etc.) described in Attachment B), the City shall pay to Vendor the sum of One Hundred Sixty Eight Thousand One Hundred Eighteen and 62/100 Dollars (\$168,118.62) (the “Vendor Price”). Such payment shall be made in accordance with the following:

Following the Acceptance Date for any Desktop Set, Vendor shall submit an invoice for the proportionate share of the Vendor Price relating to such Desktop Set ; provided, however, that in no event shall the total price billed by Vendor and paid by the City under this Agreement exceed the Vendor Price. In addition, each such invoice shall include such additional information as the City may request in connection with the invoice and/or the compensation paid to Vendor.

Section 4. Insurance; Indemnity.

A. Vendor, at its own expense, shall purchase, maintain and keep in force such insurance as described and in the minimum amounts set forth below:

1. Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$1,000,000 general aggregate for bodily injury and property damage, which coverage shall include, without limitation, products/completed operations (\$1,000,000 products/ completed operations aggregate). Coverage for products/completed operations must be maintained for at least two (2) years after the work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.
2. Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$500,000 each-occurrence each accident/\$500,000 by disease each-occurrence/\$500,000 by disease aggregate.
3. Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
4. Professional Liability coverage with minimum limits of \$1,000,000. This coverage must be maintained for at least two (2) years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

With reference to the foregoing insurance requirements, Vendor shall specifically endorse applicable insurance policies as follows:

1. The Town of Addison, Texas shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of the Town of Addison, Texas shall be contained in the Workers Compensation and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least sixty (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name The Town of Addison as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Vendor may maintain reasonable and customary deductibles, subject to approval by the Town of Addison.
9. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to the Town of Addison.
3. Upon request, Vendor shall furnish the Town of Addison with certified copies of all insurance policies.

B. 1. If a third Party claims that any computer hardware, software, or other materials that Vendor provides under this Agreement infringes any intellectual property right (including, without limitation, patent, copyright, trade secret and proprietary rights), Vendor will defend the City against that claim at Vendor's expense and pay all costs, damages, and attorney's fees that a court finally awards, provided that the City:

- (a) promptly notifies Vendor in writing of the claim and does not incur defense expenses without prior notice to Vendor; and

- (b) allows Vendor to control, and cooperates with Vendor in, the defense and any related settlement negotiations.

The provisions of this paragraph B.1. shall survive the termination or expiration of this Agreement.

2. Vendor shall defend (with counsel acceptable to the City), indemnify and hold harmless the City, its officials, officers, employees, and agents (together, "Indemnified Persons") against and from any and all losses, liability, lawsuits, damages, claims, demands, costs, fees and expenses (including, without limitation, reasonable attorneys' fees), whether based on contract or tort (including strict liability), arising from, out of, or in connection with (i) any act or omission of Vendor or its subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them, (ii) any breach of this Agreement by Vendor, and (iii) any assertion under Worker's Compensation or similar laws made by persons furnished by the Vendor. Buyer shall notify the Vendor within thirty (30) days of the receipt of any written claim, loss, or demand for which the Vendor is responsible under this provision. The provisions of this paragraph B.2. shall survive the termination or expiration of this Agreement.

#### Section 4. Warranty.

A. Vendor warrants that its services and work will be provided in a professional, good and workman like manner, consistent with the commercially accepted best practices and standards that are in use in Vendor's line of business as of the time such services and work are provided. Vendor covenants that its services and work shall meet the City's standard work rules, security regulations or similar requirements if Vendor is informed of same. Vendor warrants and represents that it has the skills, qualifications, expertise, experience and financial capability necessary to perform the services described in the Vendor Proposal and this Agreement in an efficient and cost-effective manner with a high degree of quality and responsiveness and has performed and continues to perform the same and similar services for other buyers.

B. Vendor warrants its service and work as described in this Agreement for a period of twelve (12) months from each Acceptance Date.

C. Vendor represents and warrants that it has clear title to and the right to sell (or will have clear title to and the right to sell prior to and at the time of the sale of the items to the City) the items to be delivered by Vendor hereunder.

D. In connection with the Project and prior to each Acceptance Date, Vendor shall, with respect to the products described herein which are applicable or relate to an Acceptance Date, assign to the City all benefits of the manufacturer's warranty on the products described herein provided to the City, or any other guarantee which may apply to any such products, if Vendor has such benefits, warranty or guarantee.

Section 5. Termination. Either Party may terminate this Agreement for the other Party's failure to meet any material obligation hereunder if the defaulting Party has failed to take corrective action within thirty (30) days (or such longer period as the Parties may agree) of its receipt of written notification of the default, which corrective action has a substantial likelihood of effecting a cure within a reasonable period thereafter. If City terminates the Agreement for default by Vendor, City will pay Vendor for any hardware and materials that City elects to

accept. City will return to Vendor any hardware and materials that it does not elect to accept and pay for. Vendor will pay to City the actual damages that are caused by Vendor's default.

Section 6. Conflict Between Documents. To the extent of a conflict which cannot be reconciled (as determined by the City) between this Agreement, and the Vendor Proposal, this Agreement shall control over the Vendor Proposal.

Section 7. Assignment. Inasmuch as this Agreement is intended to secure the specialized services of Vendor, Vendor has no authority or power to and shall not assign, transfer, delegate, subcontract or otherwise convey any interest herein without the prior written consent of City, and any such assignment, transfer, delegation, subcontract or other conveyance without the City's prior written consent shall be considered null and void and shall be cause for the City to immediately terminate this Agreement.

Section 8. Venue. In the event of any suit or action under this Agreement, venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The City and Vendor agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

Section 9. Entire Agreement and Modification. This Agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. Vendor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

Section 10. Enforceability; Survival. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. All obligations arising prior to the termination of this Agreement allocating responsibility or liability of or between City and Vendor shall survive completion of the services hereunder and termination of this Agreement.

Section 11. Confidential Information. The Parties' agreement regarding confidential information is set forth in the Vendor Proposal.

Section 12. Independent Contractor. Vendor shall, during the entire term of the Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Vendor performs the services which are the subject matter of the Agreement; provided always however that the services to be provided by Vendor shall be provided in a manner consistent with all applicable standards and regulations governing such services.

Section 13. Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent first class mail or by hand-delivery to:

To the City:

Town of Addison  
16801 Westgrove Drive  
Addison, TX 75001-9010  
Attn: Hamid Khaleghipour

To Vendor:

Allied Network Solutions, Inc.  
1358 Blue Oaks Blvd., Suite 200  
Roseville, CA 95678  
Attn: Michael Uren

Section 14. Authority. Each Party hereby represents that as of the date of execution of this Agreement that it has full power and authority to enter into and to perform this Agreement, and that the undersigned officers and/or agents of the Parties are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of each of the respective Parties. Each Party hereby represents, covenants, and warrants that as of the date of this Agreement it is duly organized, validly existing, authorized to do business and in good standing in all applicable governmental jurisdictions in which the failure to so qualify would have a materially adverse effect on such Party's ability to perform its obligations hereunder.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the \_\_\_\_ day of June, 2007.

**TOWN OF ADDISON, TEXAS**

**ALLIED NETWORK SOLUTIONS, INC.**

By: \_\_\_\_\_  
Ron Whitehead, City Manager

By: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_

ATTEST:

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Mario Canizares, City Secretary

STATE OF TEXAS           §  
  §   **SERVICES AGREEMENT**  
COUNTY OF DALLAS    §

This Services Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007 by and between the Town of Addison, Texas, a Texas home rule municipality (the "City") and Personalities & Promotions International L.C. d/b/a PPI Marketing, a Texas limited liability company ("PPI"), (the City and PPI are herein sometimes referred to together as the "parties" and individually as a "party").

**Recitals:**

**WHEREAS**, each year the City conducts and hosts various special events (together, the "Events" and individually an "Event"), and seeks to market and obtain sponsors for the Events (each a "Sponsor"); and

**WHEREAS**, to facilitate its marketing and promotional efforts, the City sought proposals from businesses to provide such services; and

**WHEREAS**, PPI is an experiential sports and entertainment marketing company, with its principal offices located at 15601 Dallas Parkway, Addison, Texas 75001 (the "Addison Office"); and

**WHEREAS**, following its solicitation of proposals, the City selected PPI to provide marketing and promotional services as described herein, and PPI desires to provide such services for the City.

**NOW, THEREFORE**, for and in consideration of the above and foregoing recitals, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and PPI do hereby contract and agree as follows:

**1.     Incorporation of Recitals.** The above and foregoing recitals are true and correct and are incorporated herein and made a part hereof.

**2.     Term.** Subject to the termination provisions and all other terms and conditions of this Agreement, this Agreement shall be effective as of June 1, 2007 (the "Effective Date") and shall continue in effect for a period of three (3) years, so that it shall expire on May 31, 2010 (the "Term"). Each consecutive twelve (12) month period during the Term, beginning on June 1 and ending on May 31 of the following year, is referred to herein as an "Agreement Year".

**3.     Events.** As of the Effective Date the events for which PPI will perform services hereunder are and include the North Texas Jazz Festival, Taste Addison, Summer Series, Italia, Music Man, Kaboom Town!®, Addison Oktoberfest, and Bookworm Bash (together, the "Events").

Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed to require to City to hold and/or conduct the Events or any of them, and the City may elect, in its sole and absolute discretion, not to hold and/or conduct any or all of the Events.

**4. PPI Services.**

During the Term, PPI shall provide the following services (the "Services") to the City and to the City's reasonable satisfaction in connection with each of the Events:

- a. Development of a plan for sponsorship sales;
- b. Development of sponsorship packages;
- c. Solicitation of cash and value-in-kind sponsorships;
- d. Negotiation of sponsorship agreements; provided, that PPI is not responsible for providing legal counsel to the City, and the City shall bear sole responsibility for having its attorneys review and approve any sponsorship agreements prior to execution;
- e. Implementation and management of sponsorship programs.

With regard to the Services, the City will reasonably provide PPI with support and assistance as may be reasonably necessary for the performance by PPI of its Services hereunder. For example, PPI may request that City personnel attend meetings in Addison or participate in conference calls, provide information, photos and graphics for sponsorship packages, and/or provide PPI with contact information of sponsor targets that the City has had dealings with in the past related to a sponsorship, \_\_\_\_\_, and \_\_\_\_\_; ~~p~~Provided, however, that notwithstanding the foregoing, the City shall not required to provide such other support or assistance if the City (or the appropriate City personnel) determines that providing any of such support or assistance will require the City to expend any additional funds whatsoever or that it will require an unreasonable use or commitment of the City's personnel or other resources.

**5. Exclusivity.** The Services to be performed by PPI hereunder are exclusive in nature, and during the term of this Agreement the City shall not grant any other person or company the right to perform any of the Services. In the event the City or any of its officers or employees shall receive a call or otherwise have a lead regarding a prospective new or renewal sponsorship, the City will provide the information received by the City regarding the same to PPI within a reasonable time after receiving the same. PPI may represent, perform services for, and be employed by such additional clients, persons, or companies as PPI, in its sole discretion, chooses, provided, however, that such services shall not conflict with the Services being provided pursuant to this Agreement, and, without limiting the foregoing, PPI shall not perform or provide such services for any person, business or entity in connection with, directly or indirectly, any of the Events.

**6. Compensation.** As compensation for the Services to be performed by PPI pursuant to this Agreement, the City shall pay PPI as follows:

a. *Monthly Retainer.* A monthly retainer in the amount of Three Thousand Seven Hundred and Fifty Dollars (\$3,750.00) (the “Retainer”), payable on the tenth (10<sup>th</sup>) day of the month next following the month in which the Services are performed (with the first such payment being due on July 10, 2007). The Monthly Retainer will pay for and cover internal PPI labor in performance of the Services, including, but not limited to, meetings with the City and prospective Sponsors, development of a business plan for sponsorship sales, development of sponsorship presentations and recap materials, sponsorship negotiation (including contract negotiation), on-site sponsorship activation, and negotiation (including contract negotiation) of all value-in-kind (“VIK”) (non-cash) sponsorships.

b. *Cash Sponsorship Payments.*

(i) For third-party sponsorships for Events (i) which are secured directly by PPI during the Term, (ii) approved by the City (provided the proposed Sponsor meets all of the City's standards and requirements, such approval not to be unreasonably withheld), (iii) for which a written sponsorship agreement is entered into between the City and the Sponsor, and (iv) which agreement provides for the Sponsor to pay to the City cash for such sponsorship (each such third-party sponsorship being a "Cash Sponsorship" and such agreements being the "Cash Sponsorship Agreements"), the City shall pay to PPI ("Cash Sponsorship Payment") the following amounts based on the cumulative amount of cash actually received by the City from Sponsors during each Agreement Year, all such amounts to be computed and paid no later than 30 days after City's receipt of each Cash Sponsorship Payment:

<u>For cumulative Cash Sponsorship amounts received each Agreement Year by the City between:</u>	<u>PPI shall be paid the following percentage of such cumulative amounts:</u>
\$0 and \$250,000	12.5%
\$250,001 and above	20%

For purposes hereof, cash received by the City from an existing Sponsor (as identified in Exhibit A attached hereto) which is in excess of the amount(s) set forth in an agreement between the City and an existing Sponsor which is secured directly by PPI during the Term shall be included in the Cash Sponsorship amounts received by the City.

(ii) If at any time prior to the expiration or earlier termination of this Agreement, the City has entered into any Cash Sponsorship Agreement(s) which extends beyond the date of expiration or earlier termination of this Agreement (or if a Cash Sponsorship Agreement is in the process of being negotiated as of the Termination Date, notwithstanding the fact that a Cash Sponsorship Agreement may not be signed until after the Termination Date, or that payments will be made after the Termination Date), the City shall, following such expiration or earlier termination, pay to PPI a percentage of cash received by the City pursuant to the Cash Sponsorship Agreement(s) in



accordance with the table above in subsection (b)(i) of this Section (see Example #2, below in this Section). This provision shall survive the expiration or earlier termination of this Agreement.

(iii) In any event and notwithstanding any other provision of this Agreement, PPI shall not be entitled to any such payment unless and until the City has actually received cash from a Sponsor pursuant to a written agreement between the City and the Sponsor.

Example #1: For the Agreement Year from June 1, 2008 through May 31, 2009, the following Cash Sponsorships, in order of receipt, are secured directly from the work of PPI:

ABC Company	\$40,000
XYZ Inc.	\$90,000
Funtime Corp.	\$70,000
Beverages Co.	\$80,000
 Total	 \$290,000

Based on the above, PPI is to be paid the following:

<u>Sponsor</u>	<u>Cash Received by City</u>	<u>Applicable Percentage</u>	<u>Payment to PPI</u>
ABC Company	\$40,000	12.5%	\$5,000
XYZ Inc.	\$90,000	12.5% <i>(cumulative amount (CA) now \$130,000)</i>	\$11,250
Funtime Corp.	\$70,000	12.5% <i>(CA now \$200,000)</i>	\$8,750
Beverages Co.	\$80,000	12.5% on first \$50,000 20% on remaining \$30,000	\$12,250

Example #2: In the Agreement Year beginning June 1, 2008, the Agreement is terminated effective as of November 1, 2008. At the time of such termination, the following Cash Sponsorships had been secured by PPI in that Agreement Year:

We/Are/Sponsors, Inc.	\$200,000 (one year contract, renewable for two additional years by We/Are/Sponsors)
Promotions Co.	\$70,000 (one year contract, renewable for two additional years by Promotions)

Based on the Cash Sponsorships and receipt of cash under the Cash Sponsorship agreements, the City paid PPI the sum of \$35,250 (12.5% of the first \$250,000, plus 20% of the remaining \$20,000) prior to the Agreement termination.

In what would have been (but for the termination) the Agreement Year beginning June 1, 2009, We/Are/Sponsors, Inc. renews its Cash Sponsorship agreement, but Promotions Co. does not. When the cash from We/Are/Sponsors, Inc. is actually received by the City, the City will pay PPI a percentage of the cash received, based on the table in subsection (b)(i) of this Section.

**7. PPI Representations.** PPI represents that:

- a. PPI has the skills, qualifications, expertise, experience and financial capability necessary to perform the Services in an efficient and cost-effective manner with a high degree of quality and responsiveness and has performed and continues to perform the same and similar services for others;
- b. The undersigned officer of PPI has the necessary authority to execute this Agreement on behalf of PPI;
- c. The Services will be provided in a professional and timely manner, consistent with the commercially accepted best practices and standards that are in use in PPI's line of business as of the time such Services are provided; and
- d. During the Term, PPI will maintain and fully staff the Addison Office.

**8. City Representations.** The City represents that:

- a. The City has the right, power and authority to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations described herein;
- b. The City shall, if it elects (in its sole discretion) to conduct the Events or any of them, be fully responsible for and shall acquire, at its sole cost and expense, all licenses, permits, authorizations and insurance which may be required under federal, state or local law or regulations in order to legally conduct the Events, and the Events shall comply with all applicable federal, state or local statutes, ordinances, laws, rules, standards, codes, and regulations; and
- c. The undersigned officer of the City has the necessary authority to execute this Agreement on behalf of the City.

**9. Termination.**

- a. This Agreement may be terminated without cause by either party upon forty-five (45) days' prior written notice to the other party. In the event either party gives such notice, this Agreement shall be deemed terminated upon the expiration of the 45<sup>th</sup> day following said notice (the "Termination Date").

- b. Either party shall have the right to terminate this Agreement if the other party hereto fails to perform any term of this Agreement and does not cure such failure within five (5) days after it receives notice of such failure from the non-breaching party; but if the breach cannot with diligence be cured within said 5 day period, if within such 5 day period the breaching party provides the non-breaching party written notice of the curative measures which it proposes to undertake, and proceeds promptly to initiate such measures to cure such breach, and thereafter prosecutes the curing of such breach with diligence and continuity, the time within which such breach may be cured shall be extended for such period as may be necessary to complete the curing of such breach with diligence and continuity, not to exceed 15 days following the receipt of the said notice.

**10. Earned Compensation.** In the event of (i) the expiration of the Term of this Agreement, or (ii) termination of this Agreement by either party prior to the completion of the Term as specified herein, PPI shall be entitled to all Earned Compensation (as defined below) as of the Termination Date. For purposes hereof, "Earned Compensation" shall mean (a) a ratable share of the Retainer through the Termination Date, equal to the product of the Retainer amount (\$3,750.00) times the number of days in the calendar month in which the expiration or termination occurs from and including the first day of the month through and including the Termination Date (but in any event not to exceed 30), divided by 30; and (b) any Cash Sponsorship Payment on matters under contract as of the Termination Date, notwithstanding the fact that payments may not be made after the Termination Date (as set forth in Section 6.b(ii), above).

**11. Relationship of Parties.** PPI is and shall be during the entire term of the Agreement an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, a joint enterprise, or to allow the City to exercise discretion or control over the professional manner in which PPI performs the Services which are the subject matter of the Agreement; provided always however that the Services to be provided by PPI shall be provided in a manner consistent with all applicable federal, state, and local statutes, ordinances, codes, standards, regulations, and laws.

**12. Indemnification.** PPI covenants and agrees to FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the City, individually or collectively, in both their official and private capacities (such officials, officers, employees, representatives, and volunteers being the "City Persons"), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal bodily injury, death and property damage or destruction (together, "Damages"), made upon the City or any of the City Persons, directly or indirectly arising out of or resulting from PPI's performance, acts or omissions under this Agreement, including any acts or omissions of PPI, and/or any owner, shareholder, partner, officer, director, employee, agent, representative, consultant, subconsultant, licensee, invitee, contractor, or subcontractor of PPI, or any other person or entity for whom PPI is legally responsible, and their respective officers, employees, directors, agents, and representatives (together, "PPI Persons"). IT IS THE EXPRESS

**INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE DEFENSE, INDEMNITY AND HOLD HARMLESS PROVIDED FOR IN THIS AGREEMENT IS EXTENDED BY PPI TO INDEMNIFY, PROTECT AND HOLD HARMLESS THE CITY AND THE CITY PERSONS FROM THE CONSEQUENCES OF THE CITY'S AND/OR THE CITY PERSONS' (OR ANY OF THEM) OWN NEGLIGENCE, provided however, that the DEFENSE, INDEMNITY AND HOLD HARMLESS provided for in this section shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, damage or destruction. Provided further, if the City or any of the City Persons suffer Damages (excluding defense fees and costs) arising out of or in connection with the performance of this Agreement that are caused by the concurrent negligence of both PPI and the City, PPI's indemnity and hold harmless obligation set forth in this section will be limited to that portion of the total Damages equivalent to PPI's own percentage of responsibility. Likewise, PPI's liability for the City's defense costs and attorneys' fees shall be limited to a portion of the defense costs and attorneys' fees equal to PPI's proportionate share of the negligence that caused the loss.**

**PPI shall promptly advise the City in writing of any claim or demand against the City or Company known to PPI related to or arising out of PPI's activities under this Agreement and shall see to the investigation and defense of such claim or demand at PPI's expense. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving PPI of any of its obligations under this defense, indemnity, and hold harmless.**

**13. Records.** PPI shall keep complete and accurate records for the Services performed pursuant to this Agreement and any records required by law or government regulation and shall make such records available to the City upon request. PPI shall assure the confidentiality of any records that are required by law to be so maintained. All data, studies, information, reports and other materials and items (whether kept electronically, in writing, or otherwise) prepared by or for PPI in connection with or related to this Agreement and the Services provided by PPI hereunder are the sole property of the City; upon the expiration or termination of this Agreement, all such finished or unfinished data, studies, information, reports and other materials and items shall be promptly delivered by PPI to the City, and this obligation shall survive such expiration or termination.

**14. Notice.** For purposes of this Agreement, notices and all other communications provided for herein shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given: when received if delivered personally; seventy-two (72) hours after deposit if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier. Addresses for notice are as follows:

To the City:

Town of Addison  
16801 Westgrove  
Addison, Texas 75001  
Attn: Chris Terry, Assistant City Manager

To PPI:

PPI Marketing  
15601 Dallas Pkwy #100  
Addison, TX 75001  
Attn: Kris Cumnock

15. **Confidentiality.** No reports, information, documents, or other materials given to or prepared by PPI under this Agreement which the City requests in writing to be kept confidential, shall be made available to any individual, business, or organization by PPI, its employees, representatives, or agents, without the prior written approval of the City.

16. **Assignment.** Inasmuch as this Agreement is intended to secure the specialized services of PPI, PPI has no authority or power to and may not assign, transfer, delegate, subcontract or otherwise convey any interest herein without the prior written consent of the City, and any such assignment, transfer, delegation, subcontract or other conveyance without the City's prior written consent shall be considered null and void.

17. **Rights and Remedies Cumulative; Non-Waiver.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law statute, ordinance, or otherwise. The failure by either party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies either party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement.

18. **Enforceability.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

19. **No Third-Party Beneficiaries.** This Agreement and all of its terms and provisions are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

20. **Entire Agreement and Modification.** This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

<b>TOWN OF ADDISON, TEXAS</b>	<b>PERSONALITIES &amp; PROMOTIONS, L.C., d/b/a PPI MARKETING</b>
By: Chris Terry, Assistant City Manager	By: _____ Roz Cole, President

## **EXHIBIT A EXISTING SPONSORS**

### **Bud Light:**

3 year contract, expires July 4, 2008.

\$70,000 annually for Main Stage sponsorship for Taste Addison and Kaboom Town® plus kiosk signage throughout the year

First right of refusal to renew

### **Coca Cola:**

3 year contract, expires October 31, 2009

\$14,000 annually with an additional \$10,00 paid in year one

### **Paulaner:**

1 year contract with first right of refusal to renew for 2008 and 2009

\$20,000 annually plus marketing benefits (printing of 60,000 branded plastic stadium cups, 10,000 branded coasters, and event signs, banners and decor)

**Council Agenda Item: #R11**

**SUMMARY:** Consideration and approval to authorize the City Manager to enter into an agreement with the PPI Marketing to provide sponsorship services to the Town from June 1, 2007 through May 31, 2009;

**FINANCIAL IMPACT:** The monthly retainer and commission payments as a result of cash sponsorship will be funded from the Special Events budget (615) and credited against the sponsorship revenue received. The following chart recaps the financial obligations of the contract and shows revenue projections.

FEE		\$300,000	\$400,000	\$500,000
Monthly Retainer	\$3,750	\$45,000	\$45,000	\$45,000
\$0-\$250,000	12.5%	\$31,250	\$31,250	\$31,250
\$250,000 +	20%	\$10,000	\$30,000	\$50,000
TOTAL \$ to PPI		\$86,250	\$106,250	\$126,250
NET \$ TO ADDISON		\$213,750	\$293,750	\$373,750

**BACKGROUND:** In December 2006, staff submitted a Request for Qualifications (RFQ) for one or more agencies, consulting companies or individuals to handle Special Event Sponsorship Package Development for the Town of Addison. The Town secured the services of an industry expert, Sylvia Allen of Allen Consulting, to coordinate the RFQ process. Four agencies submitted proposals and two were invited to present their proposals to the selection committee that was comprised of these people:

Lea Dunn, Deputy City Manager  
Barbara Kovacevich, Special Event Manager  
Sylvia Allen, President of Allen Consulting

Chris Terry, Assistant City Manager  
Shanna Sims, Budget/Procurement Manager

The committee unanimously selected PPI Marketing not only for their business knowledge and success in selling sponsorship but also for their service-oriented approach to the process.

PPI is an Addison based company that was co-founded by Roger Staubach. Kris Cumnock, Vice President of Creative Services, is our primary contact. Kris has coordinated PPI's signature events for the past nine years (NBA Fantasy Basketball Camps / An Evening with Cowboys Quarterback Legends / DeMarcus Ware Show on ESPN Radio / Quarterback Bowl / NFL Hall of Fame Luncheon at Super Bowl / Elite 8 Basketball Tournament / Tom Landry Football Classic / Cooking with Coke) and some of his largest deals have ranged from \$85,000 to \$4.5 million.

**RECOMMENDATION:** Staff recommends approval.

**ATTACHMENTS:** Services Agreement

**Council Agenda Item: #ES1**

**There are no attachments for this item.**



**Council Agenda Item: #R12**

**There are no attachments for this item.**

**Council Agenda Item: #R13**

**There are no attachments for this item.**

**Council Agenda Item: #R14**

**SUMMARY:** Consideration of and approval to authorize the City Manager to enter into an agreement with MPF Services to produce a video on “The Addison Way” in an amount not to exceed \$10,000.

**FINANCIAL IMPACT:**

This item is not budgeted and will require a budget amendment.

**BACKGROUND:**

The production of a video articulating the “Addison Way” is one part of staff’s initiatives for addressing succession planning as well as providing a more comprehensive orientation program for new employees. The purpose of the video is to capture the Addison culture and what it means to work for the Addison organization.

**RECOMMENDATION:**

Staff recommends approval.

## MPF Services Proposal for “The Addison Way” Video

MPF Services appreciates the opportunity to submit this proposal for producing a video on “The Addison Way.” It is assumed that this task would be added to the current Consulting Services Contract dated April 16, 2007 between the Town of Addison and MPF Services per paragraphs 1.7 and 1.8. Terms and conditions of that contract will apply.

**Statement of Work:** MPF Services shall perform the following tasks.

1. Coordinate with the Human Resources Department on the theme and storyboard for a video presentation on “The Addison Way.” The video will be used to punctuate new employee orientation and existing employee training.
2. Conduct and video tape oral history interviews with Town employees who have completed approximately 25-years of service. The interviews will focus on their experiences with the Town. The Town will identify the employees.
3. Extract pertinent scenes from those interviews and edit them, along with other material, into a finished video supporting “The Addison Way” concept.
4. If sufficient interviews are conducted by early July 2007, edit a preliminary video to show at the July 26 Service Recognition Luncheon.

### **Assumptions:**

MPF Services proposes to record the interviews in high-definition (HDV format) so that the recording will be of good quality for years in the future. There is no additional cost to the Town for high-definition recording. The editing will be done in standard-definition or high-definition at our option and delivered on standard-definition DVD.

1. MPF Services will coordinate with the identified employees to schedule interview times. The Town will make the employees available at no cost to MPF Services. Where possible the interviews will be conducted outdoors in a setting familiar to the employee. Outdoor interviews look best if conducted before 10:00 am or after 4:00 pm.
2. MPF Services and the Town will work together to select an on-camera narrator who will be a long-time resident, former resident, or one of the employees. No voice-over narration is anticipated, although if the narrator is not an employee, he/she may be compensated for his or her services.

### **Schedule:**

1. The Preliminary video is to be ready to show on July 26, 2007, assuming enough videos are collected by early July to make this feasible.
2. The schedule for the final video will be mutually agreed between the Town and MPF Services, but is anticipated to be in the fall of 2007.

**Price:**

1. The total price for this effort is estimated to be \$8600.
2. MPF Services bills on actual hours expended at a rate of \$75 per hour for editing and \$100 per hour for production (planning, shooting, meetings, etc). MPF Services will notify the Town if the estimated price is approached.
3. Other costs, such as music rights, will be billed to the Town upon prior agreement. No such costs are anticipated at this time.
4. This estimate assumes 10 interviews, including the narrator. Additional interviews will cost approximately \$200 each.

I look forward to working with the Town of Addison on this project. You may contact me at:

MPF Services  
14791 Buckingham Ct.  
Dallas, TX 75254

972-387-1918 (phone)  
972-934-8795 (fax)  
[buddy@mpfservices.net](mailto:buddy@mpfservices.net)

## Consulting Services Contract

This Consulting Services Contract ("Contract") is entered into as of the 16th day of April, 2007 (the "Effective Date") between MPF Services, Dallas (Addison), TX, a sole proprietorship formed in Dallas County, Texas ("MPF Services"), and the Town of Addison, Texas ("TOA") for the purpose of providing consulting services to collect, control, and protect the Town's historical archives.

1. **Statement of Work:** MPF Services shall perform the following tasks.
  - 1.1. Identify Town of Addison artifact storage locations.
    - 1.1.1. Meet with Town of Addison (TOA) department heads to determine the location of its artifacts and identify any known employees or citizens who have a collection of photographs or other memorabilia in their personal possession.
    - 1.1.2. Make a cursory review of materials held in the departments.
    - 1.1.3. Meet with employees or citizens identified above to discuss their collections.
  - 1.2. Survey artifact storage techniques used by communities in the Metroplex. Cities such as Mesquite have established not-for-profit organizations with paid staff to preserve their history. Other communities, such as Farmers Branch, have created historical villages. The City of Dallas employs a City Archivist. Denton County maintains a museum in their courthouse run by their County Historical Commission. These entities will be among those surveyed to determine the extent of their collection, associated private organizations, annual cost, tools (such as software) and procedures used to manage the collection, and other pertinent facts.
  - 1.3. Consult Local museums. The Dallas Historical Society and the Sixth Floor Museum at Dealey Plaza have extensive collections of historical artifacts. Those, and other area museums, will be contacted to review their management tools, procedures and storage facility specifications.
  - 1.4. Investigate archive management process.
    - 1.4.1. Review software and other archive management tools identified above.
    - 1.4.2. Work with the TOA Information Technology Department to determine if archive inventories can be included with the Town's document retention plans. This would include inventory management, preservation techniques (such as document scanning) and storage facilities.
  - 1.5. Study preservation file format options.
    - 1.5.1. Investigate storage of photographic, audio/video, and documents on digital media.

- 1.5.2. Monitor the on-going initiatives of the museum community and the federal government to standardize digital media storage formats so that items digitized today will be retrievable long into the future. The TOA processes should be consistent with those plans.
  - 1.6. Deliver a report documenting the results of the research outlined above and making recommendations for future efforts.
  - 1.7. Perform other mutually agreeable tasks at the direction of the City Manager or the City Manager's designee (the "City Manager").
  - 1.8. Perform other items and tasks as are set forth in the MPF Services Proposal, a true and correct copy of which is attached hereto as Exhibit 1, at the direction of the City Manager.
  - 1.9. All efforts will take place at mutually agreeable times.
2. **Points of Contact:** The City Manager shall be the single-point contact for all matters concerning this agreement for the TOA. Buddy Frazer shall be the single-point contact for MPF Services.
3. **Price:** MPF Services will invoice at its standard consulting rate of \$100 per hour plus expenses. MPF Services will not charge travel expenses for trips of 15 miles or less from its Addison offices. Auto travel beyond 15 miles will be billed at Internal Revenue Service rates in effect at the time of the travel. Overnight travel billing will follow current Town of Addison travel policies. No expenses or costs for travel outside of the Counties of Dallas, Tarrant, Collin, and Denton shall be reimbursed unless such travel has received TOA's prior written approval. Billing will be monthly based on actual hours and expenses incurred (and each bill or invoice submitted by MPF Services shall include a description of the services and work performed by MPF Services in connection therewith, true and correct copies of any and all receipts, invoices, and other documents and materials in support of the invoice, and any such additional materials as the Town may request in connection with an invoice and/or the compensation paid to MPF Services). The estimated total price (consulting fees plus expenses) for the effort described in paragraphs 1.1 through 1.6 above is \$9,000. MPF Services will advise the TOA if the price begins to approach or exceed that amount.
4. **Period of Performance:** The report identified in the Statement of Work will be delivered approximately 90 days after the Effective Date. Additional efforts, including those identified in the report may continue on a mutually agreeable schedule as directed by the City Manager.
5. **Termination:** Either MPF Services or TOA may terminate this Contract at any time and for any reason by giving the other party at least ten (10) days written notice of the termination. If this Agreement is terminated by either party prior to the completion of services by MPF Services, MPF Services will be entitled to be paid in accordance with this Contract up to the date of termination.

6. **Independent Contractor:** In performing the services set forth hereunder, MPF Services shall be an independent contractor and not an employee of the TOA and the TOA shall have no liability whatsoever for withholding, collection or payment of income taxes or for other taxes of any nature on behalf of MPF Services. Nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a partnership, a joint venture, or a joint enterprise relationship, or to allow TOA to exercise discretion or control over the professional manner or method in which MPF Services performs its services which are the subject matter of this Contract. MPF Services acknowledges that neither it nor its employees, if any, have any right or entitlement in or to any of the unemployment, worker's compensation, health, pension, retirement or other benefit programs now or hereafter available to the TOA employees.
  
7. **Jurisdiction:** This Contract is governed by the laws of the State of Texas, without regard to any conflict of laws provisions. In the event of any suit or action under this Contract, venue for all causes of action shall be instituted and maintained in Dallas County, Texas.
  
8. **Documents; Confidentiality:** All documents, reports, studies, photographs, data, records, materials, items, and other information, in whatever form or format (whether kept electronically, in writing, or otherwise), prepared or assembled by or for MPF Services pursuant to this Contract are the sole property of the Town, unless owned by a third party (together, "Records"). All Records are confidential, and shall not be given, transmitted to, or otherwise made available by or on behalf of MPF Services to any person or business entity of any kind whatsoever without the prior written approval of the Town. This obligation shall survive the expiration or termination of this Contract. MPF Services further agrees that upon request by the Town, or upon the termination or expiration of this Contract, MPF Services will immediately return to the Town any and all Records and all other materials and information which may have been provided to or prepared by or for MPF Services, or which is in MPF Services' possession or under MPF Services control.
  
9. **Assignment:** Inasmuch as this Contract is intended to secure the specialized services of MPF Services, MPF Services has no authority or power to and shall not assign, transfer, pledge, delegate, license, subcontract or otherwise convey this Contract or any right, duty or obligation hereunder or any other part hereof without the prior written consent of TOA, and any such assignment, transfer, pledge, delegation, license, subcontract or other conveyance without TOA'S prior written consent shall be considered null and void *ab initio*.
  
10. **No Third Party Benefits:** This Contract and each of its provisions are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.
  
11. **Notices:** Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent first class mail or by hand-delivery (including by reputable overnight carrier, such as Federal Express) to:

To the Town:

To MPF Services:



Town of Addison  
5300 Belt Line Road  
Dallas, Texas 75254  
Attn: City Manager

MPF Services  
14791 Buckingham Court  
Dallas, Texas 75254  
Attn: Mr. Buddy Frazer

Notice shall be deemed to have been given upon receipt. The addresses and addressees for the purpose of this Section may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received the last addresses and addressee stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

12. **Representations; Compliance with Laws:** MPF Services represents that it has the skills, qualifications, expertise, experience and financial capability necessary to perform the services in an efficient and cost-effective manner with a high degree of quality and responsiveness, and that all of its services shall be performed by persons with the skills, experience, expertise, and abilities necessary and consistent with the standards of professionalism prevalent in the industry. MPF Services shall comply with and give notices required by all laws, ordinances, rules and regulations and lawful orders and all other requirements of public authorities bearing on its performance of and under this Contract.
13. **Entire Contract and Modification; Severability:** This Contract supersedes all previous agreements and constitutes the entire understanding of the parties. MPF Services shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. If any provision of this Contract is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof; however, in lieu thereof the parties shall seek to negotiate and add to this Contract a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
14. **Survival; Rights and Remedies Cumulative:** All obligations arising prior to the termination of this Contract allocating responsibility or liability of or between the Town and MPF Services shall survive completion of the work and services hereunder and termination of this Contract. The rights and remedies provided by this Contract are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other rights and remedies, and said rights and remedies are given in addition to any other rights and remedies the parties or either or them may have in law, in equity, or otherwise. No failure or delay by either party in exercising any right, power or privilege under this Contract shall operate as a waiver of the right, power or privilege. A single or partial exercise of any right, power or privilege shall not preclude any other further exercise of the right, power or privilege.

15. **Authority:** Each party hereby represents that the undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this Contract on behalf of each of the respective parties.

**MPF Services**

By: \_\_\_\_\_  
Buddy Frazer, Owner

Date: \_\_\_\_\_

**Town of Addison, Texas**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Typed/printed name: \_\_\_\_\_

Title: \_\_\_\_\_