

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

AGENDA
REGULAR MEETING OF THE CITY COUNCIL
6:00 P.M.
AUGUST 26, 2008
TOWN HALL
5300 BELT LINE ROAD

REGULAR SESSION

Item #R1 - Consideration of Old Business.

Item #R2 - Consent Agenda.

#2a - Approval of the Minutes for:

August 12, 2008, Regular City Council Meeting and Work Session
August 18, 2008, Special Meeting and Work Session
August 19, 2008, Special Meeting and Work Session

Item #R3 - Presentation by the Richardson Regional Medical Center Foundation regarding the Richardson Regional Cancer Center-UT Southwestern Medical Center.

Item #R4 - Fiscal Year 2008/2009 Budget Discussion: City Manager's Airport Fund and Utility Fund Recommendation.

Item #R5 - **PUBLIC HEARING** on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 13.17 percent (percentage by which proposed tax rate exceeds lower of rollback tax rate or effective tax calculated under Chapter 26, Tax Code).

Item #R6 - **PUBLIC HEARING** and consideration of action regarding the proposed Town of Addison's Annual Budget for the fiscal year beginning October 1, 2008, and ending September 30, 2009.

Item #R7 - Consideration and approval of an ordinance granting a meritorious exception to Section 62-163, Area, of the Addison Signs Ordinance, requested by BJ's Restaurant located at 4901 Belt Line Road.

Attachments:

1. Staff Report
2. Application
3. Site Plan

Administrative Recommendation:

Administration recommends approval.

Item #R8 - Consideration and approval authorizing the City Manager to enter into an agreement with Krause Advertising for the production of the 2009 Addison calendar.

Attachment:

1. Council Agenda Item Overview

Administrative Recommendation:

Administration recommends approval.

Item #R9 - Consideration and approval of a contract with DocuNav Solutions, for the purchase and installation of a Document Management System in the amount of \$107,241.75, subject to the City Attorney's final approval.

Attachments:

1. Council Agenda Item Overview
2. Document Management RFP
3. Purchase Agreement

Administrative Recommendation:

Administration recommends approval.

Item #R10 - Consideration and approval of a contract with Striping Technology, L.P., for the installation of pavement markings at various locations in the amount of \$43,923.65.

Attachments:

1. Council Agenda Item Overview
2. Bid Tabulation

Administrative Recommendation:

Administration recommends approval.

Item #R11 - Consideration and approval authorizing the City Manager to execute Work Order No. 1 for \$225,000.00, and Work Order No. 2 for \$67,675.00, with HNTB, Inc., for the engineering design of Belt Line Road re-design.

Attachments:

1. Council Agenda Item Overview
2. Work Order No. 1
3. Work Order No. 2

Administrative Recommendation:

Administration recommends approval.

Item #R12 - Consideration and approval of an ordinance amending Chapter 42, regarding Flood Damage Prevention, of the Code of Ordinances, to allow the Town of Addison to join the National Flood Insurance Program.

Attachments:

1. Council Agenda Item Overview
2. Ordinance Revision

Administrative Recommendation:

Administration recommends approval.

Adjourn Meeting

Posted:

August 22, 2008 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.**

**OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL
WORK SESSION AND
JOINT PLANNING AND ZONING COMMISSION MEETING**

August 12, 2008
6:00 P.M. – Town Hall
5300 Belt Line Road
Living Room

Council Members Present:

Mayor Chow, Councilmembers Braun, Meier, Mellow and Niemann

Absent: Councilmembers Hirsch and Kraft

Planning and Zoning Commission Members Present:

Chairman Wood, Members Bernstein, Daseke, Gaines, Jandura, Lay

Absent: Member Hewitt

Work Session

Item #WS1 - Joint Meeting with City Council and Planning and Zoning Commission to discuss a Sustainability Program for Commercial Development within the Town.

Carmen Moran led the discussion regarding a Sustainability Program for Commercial Development within the Town.

Alan Wood made comments on behalf of the Planning and Zoning Commission.

There was no action taken.

Mayor-Joe Chow

Attest:

City Secretary-Mario Canizares

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

August 12, 2008
7:30 P.M. – Town Hall
5300 Belt Line Road
Council Chambers

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

Absent: None

Regular Session

Item #R1 - Consideration of Old Business.

The following employees were introduced to the Council: Max Steadham with the Fire Department, Marshall Lewis, Jr. with the Addison Conference and Theatre Centre and Stephen Olinski with the Parks Department.

Item #R2 - Consent Agenda.

#2a - Approval of the Minutes for:

July 08, 2008, Regular City Council Meeting and Work Session
August 2, 2008, Special Meeting and Work Session
August 4, 2008, Special Meeting and Work Session

The Minutes for August 4, 2008, Special Meeting and Work Session, were approved as written.

The Minutes for July 12, 2008, Regular City Council Meeting and Work Session, were approved with the following deletion from Item #R3: "Kelvin Keith and Roy Stockard led the discussion."

The Minutes for August 2, 2008, Special Meeting and Work Session, were approved with the first sentence of Item #S1 to read as follows, "Passion Hayes, Chris Hartung with Waters Consulting and Joe Newton with TMRS led this discussion."

Mayor Chow moved to duly approve Item #2a with the foregoing changes.

Councilmember Braun seconded. Motion carried.

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

Absent: None

The following Item was heard before Item #R3.

Item #R20 - Discussion by Mr. Brian Cleveland regarding his concerns about the Addison Police Department and traffic enforcement.

Mr. Cleveland made comments to Council regarding his concerns about the Addison Police Department and traffic enforcement.

No action was taken.

Item #R3 - Presentation by the Metrocrest Chamber of Commerce Chairman, Mike Shost, of a plaque to the Town in recognition of Addison's support of the Chamber as one of their Major Investors.

Kimberly Lay presented the plaque to the Mayor and Council in recognition of Addison's support of the Chamber as one of their Major Investors.

Item #R4 - **PUBLIC HEARING** Case 1559-SUP/Soka Gakkai, International. Public hearing on and consideration of approval of an ordinance approving a Special Use Permit for a religious institution in a Planned Development District, located in the Gateway Center at 4821-A Keller Springs Road, on application from Soka Gakkai, International, represented by Mr. Dale Mowrer.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on July 24, 2008, voted to recommend approval of the request for a Special Use Permit for a religious institution, on application from Soka Gakkai, International, subject to no conditions.

Mayor Chow opened the meeting as a public hearing. No one spoke. Mayor Chow closed the meeting as a public hearing.

Councilmember Niemann moved to duly approve Ordinance 008-025, approving a Special Use Permit for a religious institution in a Planned Development District, located in the Gateway Center at 4821-A Keller Springs Road, on application from Soka Gakkai, International, represented by Mr. Dale Mowrer, subject to no conditions.

Councilmember Mellow seconded. Motion carried.

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

Voting Nay: None

Absent: None

Councilmember Niemann recused himself for Item #R5 and left Council Chambers.

Item #R5 - **PUBLIC HEARING** Case 1560-Z/SNK Realty. Public hearing on and consideration of approval of an ordinance approving a concept plan for multi-family project of 135 units, located in the UC – Commercial sub-district, on a 1.231-acre tract in Addison Circle, at the northwest corner of the intersection of Dallas Parkway and Spruill Avenue, on application from SNK Realty, represented by Mr. Derrick Turnbull.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on July 24, 2008, voted to recommend approval of a concept plan for a multi-family project of 135 units, subject to no conditions, on application from SNK Realty, represented by Mr. Derrick Turnbull.

Mayor Chow opened the meeting as a public hearing.

- Derrick Turnbull spoke on behalf the project.
- Al Watson, owner of SNK Realty, spoke.
- Jeff Parnell, 4038 Rive, Addison, spoke.

Mayor Chow closed the meeting as a public hearing.

Councilmember Meier moved to deny approval of an ordinance approving a concept plan for multi-family project of 135 units, located in the UC – Commercial sub-district, on a 1.231-acre tract in Addison Circle, at the northwest corner of the intersection of Dallas Parkway and Spruill Avenue, on application from SNK Realty, represented by Mr. Derrick Turnbull.

Councilmember Braun seconded the motion to deny. Motion carried.

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

Voting Nay: None

Absent: None

Abstaining: Niemann

Councilmember Niemann returned to Council Chambers.

Item #R6 - Discussion and consideration of approval of a resolution re-appointing John Murphy, Councilmember, City of Richardson, as the Town's representative to the Regional Transportation Council.

Councilmember Meier moved to duly approve Resolution R08-015 re-appointing John Murphy, Councilmember, City of Richardson, as the Town's representative to the Regional Transportation Council.

Councilmember Hirsch seconded. Motion carried.

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

Voting Nay: None

Absent: None

Item #R7 - Discussion and consideration and approval of an ordinance to add Ryan Adams, Finance Director, as a designated representative to transact business with TexPOOL.

Councilmember Niemann moved to approve Ordinance 008-026 to add Ryan Adams, Finance Director, as a designated representative to transact business with TexPOOL.

Councilmember Kraft seconded. Motion carried.

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

Voting Nay: None

Absent: None

Councilmember Niemann recused himself for Item #R8 and left Council Chambers.

Item #R8 - Discussion and consideration of approval of an Ordinance of the Town of Addison, Texas, amending the existing gas franchise between the Town and Atmos Energy Corporation by increasing the consideration paid by Atmos Energy Corporation to the Town for the rights and privileges granted to Atmos Energy Corporation under the franchise from four percent (4%) to five percent (5%) of Gross Revenues as defined in the franchise ordinance; providing for acceptance of the Ordinance by Atmos Energy; providing an effective date and for other related matters.

Councilmember Kraft moved to duly approve Ordinance 008-027 of the Town of Addison, Texas, amending the existing gas franchise between the Town and Atmos Energy Corporation by increasing the consideration paid by Atmos Energy Corporation to the Town for the rights and privileges granted to Atmos Energy Corporation under the franchise from four percent (4%) to five percent (5%) of Gross Revenues as defined in the franchise ordinance; providing for acceptance of the Ordinance by Atmos Energy; providing an effective date and for other related matters.

Councilmember Braun seconded. Motion carried.

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

Voting Nay: None

Absent: None

Abstaining: Niemann

Councilmember Niemann returned to Council Chambers.

Item #R9 - Discussion and consideration of approval of a 9-1-1 billing agreement with the following communication carrier which has received a Service Provider Certificate of Operating Authority (SPCOA) from the Texas Public Utilities Commission: BullsEye Telecom, Inc.

Councilmember Niemann moved to duly approve a 9-1-1 billing agreement with the following communication carrier which has received a Service Provider Certificate of Operating Authority (SPCOA) from the Texas Public Utilities Commission: BullsEye Telecom, Inc.

Councilmember Mellow seconded. Motion carried.

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

Voting Nay: None

Absent: None

Item #R10 - Discussion and consideration of approval of an amendment to the lease between Concourse Plaza, as landlord, and the Town, as tenant, of certain office space located at 16051 Addison Road, Suite 220 for Airport management office purposes, providing for, among other things, an extension of the term of the lease for an additional twenty-five (25) months.

Councilmember Kraft moved to duly approve an amendment to the lease between Concourse Plaza, as landlord, and the Town, as tenant, of certain office space located at 16051 Addison Road, Suite 220 for Airport management office purposes, providing for, among other things, an extension of the term of the lease for an additional twenty-five (25) months.

Councilmember Mellow seconded. Motion carried.

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

Voting Nay: None

Absent: None

Item # R11 - Consideration and approval of the following in connection with a Ground Lease at Addison Airport of property located generally at 15841 Addison Road and a Hangar Lease of certain hangar facilities at Addison Airport located on property adjacent to 15841 Addison Road:

(a) Consent to Assignment of Ground Lease from the C.E. Wagley Children's Trust dated January 17, 1992, Dee Dee Planas, Trustee (successor in interest to Charles E. Wagley) to Victory Jet, Inc., a Texas corporation;

(b) Consent to Assignment of Hangar Lease from the C.E. Wagley Children's Trust dated January 17, 1992, Dee Dee Planas, Trustee (successor in interest to Charles E. Wagley) to Victory Jet, Inc., a Texas corporation;

(c) Amendment to Ground Lease by and between the Town of Addison, Texas, as Landlord and Victory Jet, Inc., a Texas corporation, as Tenant; and

(d) Amendment to Hangar Lease by and between the Town of Addison, Texas, as Landlord and Victory Jet, Inc., a Texas corporation, as Tenant; and

(e) Memorandum of Ground Lease and Hangar Lease by and between the Town of Addison, Texas, as Landlord, the C.E. Wagley Children's Trust (dated January 17, 1992), Dee Dee Planas, Trustee as Assignor and Victory Jet, Inc., a Texas corporation, as Assignee.

Councilmember Kraft moved to duly approve the following in connection with a Ground Lease at Addison Airport of property located generally at 15841 Addison Road and a Hangar Lease of certain hangar facilities at Addison Airport located on property adjacent to 15841 Addison Road:

(i) consent to an Assignment of Ground Lease and an Assignment of Hangar Lease from the C.E. Wagley Children's Trust dated January 17, 1992, Dee Dee Planas, Trustee (successor in interest to Charles E. Wagley) to Victory Jet, Inc., a Texas corporation, and

(ii) pursuant to the said Assignments:

(a) approve an Amendment to Ground Lease and an Amendment to Hangar Lease by and between the Town of Addison, Texas, as Landlord and Victory Jet, Inc., a Texas corporation, as Tenant, and

(b) approve a Memorandum of Ground Lease and Hangar Lease by and between the Town of Addison, Texas, as Landlord, the C.E. Wagley Children's Trust (dated January 17, 1992), Dee Dee Planas, Trustee as Assignor and Victory Jet, Inc., a Texas corporation, as Assignee.

Provided, however, that the said motion and the Town of Addison's consent to each of the said Assignment of Ground Lease and Assignment of Hangar Lease, and approval of each of the said Amendment to Ground Lease, Amendment to Hangar Lease, and Memorandum of Ground Lease and Hangar Lease as referenced in the motion are expressly conditioned and made contingent upon:

(1) the completion and final closing of the sale and conveyance of the interest of the C.E. Wagley Children's Trust dated January 17, 1992, Dee Dee Planas, Trustee (successor in interest to Charles E. Wagley) in the Ground Lease (referenced in the Assignment of Ground Lease) and the Hangar Lease (referenced in the Assignment of Hangar Lease) to Victory Jet, Inc., a Texas corporation on or before August 22, 2008 at 5:00 p.m., and

(2) the delivery of all documents and records by that date and time (including fully executed originals of each of the documents described above) together with all proceeds of sale due and payable to the Town of Addison pursuant to the Settlement Agreement (and otherwise due and payable to the Town in connection with the assignment) to Mr. William Dyer at the Addison Airport Manager office (16051 Addison Rd., Suite 220, Addison, Texas 75001) which establish and clearly show that the said sale and closing has finally occurred and been fully completed by August 22, 2008 at 6:00 p.m.

If the said completion and final closing and conveyance referenced above has not occurred on or before August 22, 2008 at 6:00 p.m., and if all such documents, records and proceeds (of sale and otherwise) pertaining to the final closing and conveyance have not been delivered to Mr. William Dyer by August 22, 2008 at 5:00 p.m., the Town of Addison's consent to the Assignment of Ground Lease and to the Assignment of Hangar Lease, and the Town of Addison's approval of the Amendment to Ground Lease, the Amendment to Hangar Lease, and the Memorandum of Ground Lease and Hangar Lease, shall have expired and shall be deemed null and void for all purposes as if the motion and the consent and approval had not been given.

Councilmember Niemann seconded. Motion carried.

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

Voting Nay: None

Absent: None

Item #R12 - Discussion and consideration of approval of an Easement for Utility Facilities on the Addison Airport.

Councilmember Kraft moved to duly approve an Easement for Utility Facilities on the Addison Airport.

Councilmember Mellow seconded. Motion carried.

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

Voting Nay: None

Absent: None

Item #R13 - Discussion and consideration of approval authorizing the City Manager to execute a Master Services Agreement with HNTB Corporation for engineering design of the Belt Line Road re-design.

Councilmember Niemann moved to duly authorize the City Manager to execute a Master Services Agreement with HNTB Corporation for engineering design of the Belt Line Road re-design, subject to City Manager and City Attorney review..

Councilmember Mellow seconded. Motion carried.

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

Item #R14 - Discussion and consideration of approval of purchasing one hundred and forty (140) water meters from Hersey Meter Company in an amount not to exceed \$43,422.40.

Councilmember Braun moved to duly approve purchasing one hundred and forty (140) water meters from Hersey Meter Company in an amount not to exceed \$43,422.40.

Councilmember Niemann seconded. Motion carried.

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

Item #R15 - Discussion and consideration of and approval of awarding a contract for rehabilitation of the sanitary sewer line serving customers along Addison Road from Addison Circle Drive to Airport Parkway and the sanitary sewer line serving customers along Wright Brothers Road.

Councilmember Kraft moved to duly approve a contract for rehabilitation of the sanitary sewer line serving customers along Addison Road from Addison Circle Drive to Airport Parkway and the sanitary sewer line serving customers along Wright Brothers Road.

Councilmember Niemann seconded. Motion carried.

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

Item #R16 - Discussion and consideration of approval of Change Order No. 1, in the amount of \$5,000, for various items and approval of final payment to N.G. Painting, L.P., in the amount of \$81,000.00, for the painting of the two ground storage reservoirs.

Councilmember Braun moved to duly approve Change Order No. 1, in the amount of \$5,000, for various items and approval of final payment to N.G. Painting, L.P., in the amount of \$81,000.00, for the painting of the two ground storage reservoirs.

Councilmember Kraft seconded. Motion carried.

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

Item #R17 - Discussion and consideration of approval of Appointment(s) to the Metrocrest Chamber of Commerce's Leadership Metrocrest.

Councilmember Meier moved to duly approve ten appointment(s) to the Metrocrest Chamber of Commerce's Leadership Metrocrest.

Councilmember Niemann seconded. Motion carried.

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

Voting Nay: None

Absent: None

Item #R18 - Discussion of the Cavanaugh Flight Museum.

Jimmy Niemann led the discussion regarding the Cavanaugh Flight Museum.

There was no action taken.

At 10:37 P.M., Mayor Chow announced that Council would convene into Executive Session to discuss the following Items:

Item #ES1- Closed (executive) session of the Addison 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) about pending litigation, to wit: **City of San Antonio, Texas, on Behalf of Itself and All other Similarly Situated Texas Cities v. Hotels.com, et al.**; Case No. SA-06-CA-0381-OG; pending in the United States District Court for the Western District of Texas-San Antonio Division.

The Council came out of Executive Session at 10:58 P.M.

Item #R19 - Discussion and consideration of approval of any action regarding certain pending litigation, to wit: **City of San Antonio, Texas, on Behalf of Itself and All other Similarly Situated Texas Cities v. Hotels.com, et al.**; Case No. SA-06-CA-0381-OG; pending in the United States District Court for the Western District of Texas-San Antonio Division.

There was no action taken.

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

Mayor-Joe Chow

Attest:

City Secretary-Mario Canizares

**OFFICIAL ACTIONS OF SPECIAL MEETING AND WORKSESSION
OF THE CITY COUNCIL**

August 18, 2008
6:00 P.M.
Addison Service Center
16801 Westgrove

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

Absent: None

Item #S1 - Presentation of Hotel Capital Support Program Analysis.

Randy Moravec, with SPPRE, Inc., representatives Will Reed and Phillip Williams led this discussion. No action was taken.

Item #S2 - Discussion of a potential Bond Election for November 2008.

Ron Whitehead and Ryan Adams led this discussion. No action was taken.

Item #S3 - Budget discussion of the following departments:

Visitor Services
Conference Centre
Performing Arts
Special Events

Barbara Kovacevich led the discussion for Special Events.
Bob Phillips led the Budget Discussions for Visitor Services, Conference Centre and Performing Arts.

There was no action taken.

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

Mayor-Joe Chow

Attest:

City Secretary-Mario Canizares

**OFFICIAL ACTIONS OF SPECIAL MEETING AND WORKSESSION
OF THE CITY COUNCIL**

August 19, 2008
6:00 P.M.
Council Chambers
5300 Belt Line Road

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

Absent: None

Late Arrival: Councilmember Hirsch arrived at 6:18 P.M.

Item #S1 - Discussion of Development Services and the Fiscal Year 2008-09 Budget.

Carmen Moran led this discussion.

No action was taken.

Item #S3 was moved to follow Item #S1.

Item #S3 - Discussion of the necessary actions to accomplish the City Council's goals and objectives for the future.

Ron Whitehead led this discussion.

No action was taken.

Item #S2 - **PUBLIC HEARING** on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 13.17 percent (percentage by which proposed tax rate exceeds lower of rollback tax rate or effective tax calculated under Chapter 26, Tax Code).

Mayor Chow opened the meeting as a public hearing.

Fran Howell, 1496 Lochinvar Court, spoke.

Tom Hunse, 14784 Winnwood, spoke.

Ralph Daugherty, 14718 Celestial Place, spoke.

Blake Clemens, 14754 Celestial Place, spoke.

Mayor Chow closed the meeting as a public hearing.

Randy Moravec led this discussion.

Councilmember Niemann announced that the Council will vote on the tax rate at a meeting scheduled for Tuesday, September 9, 2008, at 7:30 P.M., at Council Chambers, 5300 Belt Line Road, Dallas, TX 75254.

No action was taken.

Item #S4 - Presentation of the Town of Addison Branding Study and 2009 Marketing Budget.

Margaret Bonner of the Bonner Group presented the Addison Branding Study.

Lea Dunn presented the 2009 Marketing Budget.

No action was taken.

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

Mayor-Joe Chow

Attest:

City Secretary-Mario Canizares

RECEIVED
AUG - 6 2008
CITY MANAGER

August 5, 2008

Town of Addison
City Manager's Office
Attention: Ron Whitehead
P. O. Box 9010
Addison, TX 75001-9010

Dear Mr. Whitehead:

We would like to request the opportunity to give a 15 minute presentation on the Richardson Regional Cancer Center-UT Southwestern Medical Center at your next City Council meeting on August 26th.

Richardson Regional Medical Center offers a broad scope of compassionate medical, surgical and behavioral health services to the Richardson community for over 25 years. Our 205-bed acute care hospital serves residents of Richardson, Plano, North Dallas and surrounding communities. The RRMC mission is to "improve the quality of life through exceptional health care services for the people we serve."

In 2005, Richardson Regional Medical Center and UT Southwestern entered into a legal affiliation agreement to further their shared vision for improved cancer care in North Texas. We believe that this unique partnership – a community based hospital partnering with an academic research facility – will serve as a model for other such partnerships where the patients benefit from the "best of both worlds." This endeavor will support UT Southwestern in its goal of bringing more clinical cancer research and nationally renowned physician-researchers to North Texas. Achieving this goal will allow cancer patients and their families to receive cutting-edge care closer to home without having to travel long distances to another research facility. Further, the cancer center will continue to address the treatment needs of patients who have neither insurance nor the ability to pay for their care.

As members of the foundation board, we are dedicated to this program as it will expand awareness about RRMC to the residents of Addison. In doing so, this effort will advance the city's Enhanced Quality of Life and Sustainability Program.

Please contact the foundation's director, Maria MacMullin at (972) 498-4377, with any questions regarding this application. Thank you for your consideration.

Sincerely,



Bill Harper
Foundation Board



Anant Jain, Ph.D.
Foundation Board



Judge Martha Ritter
Foundation Board

ITEM #R4

There are no attachments for this Item.

ITEM #R5

There are no attachments for this Item.

ITEM #R6

There are no attachments for this Item.

**MERITORIOUS EXCEPTION TO THE ADDISON SIGN ORDINANCE
STAFF REPORT
ME 2008-5**

Date: August 13, 2008
Address: 4901 Belt Line Rd
Business: BJ's Restaurant

Ordinance Requirement

Sec. 62-163. Area.
Total effective area of attached signs shall not exceed the following schedules:
(1) On an attached sign located at a height of up to 36 ft, the effective area is limited to 1 sq ft of sign area for each linear foot of building frontage not to exceed 100 sq ft
(2) An attached sign located at or exceeding a height of 36 ft shall be permitted an increase in maximum effective area. Such increases shall not exceed 4 sq ft in effective area for each additional 1 ft of height above 36 ft measured from the base of the sign to the building grade.
(3) Attached signs may be located on each façade; however, the sum of the effective area of all attached signs shall not exceed twice the allowable effective area as specified in subsections (1) and (2) of this section.
(4) Building with 4 or more stories in height may have not more than 2 attached signs per façade provided that:
a. Each sign is designated for a separate tenant.
b. One sign must be located on or near the uppermost story of the building while the 2nd sign is to be located on the 1st or ground level floor.
c. Signs may be no closer than 30 ft apart.
d. The combined effective sq footage of both signs may not exceed twice the allowed effective sq footage as specified in subsections (1) and (2) of this section.
(5) Maximum letter/logo height of attached signs shall not exceed twice the allowable effective area as specified in subsections (1) and (2) of this section. Maximum letter/logo height of attached signs shall be determined by the following schedule:

Sign Height (feet)	Maximum Letter/Logo Height (inches)
0 - 36	16
37 - 48	36
49 - 100	48
101 - 150	60
151 and up	7

a. Letter heights in excess of 72 inches must be approved by the city council.
b. Not more than 50% of the letters in each individual sign height category may be 25% taller than the specified maximum letter/logo height.

Request

The applicant is requesting attached signs with letter heights of 24.25".

Variance

The ordinance allows 1 Sq. Ft. of signage for each Ft. of building length up to 100 Sq. Ft. and a maximum letter height of 20" for 50% of the letters with the remaining letters to be 16" or less in height.

Note: In December 2002 BJ's was granted a meritorious exception for more than one sign per façade, signs projecting more than 18" from a façade, murals and signs with letter heights up to 39" in height.

STAFF RECOMMENDATION: The sign will be located approximately 155" from Belt Line Road. Therefore stall recommends approval.

STAFF: 
Lynn Chandler, Building Official

Addison!

BUILDING INSPECTION DEPARTMENT 16801 Westgrove Dr Addison Texas 75001 972/450-2881 fax: 972/450-2837

Application for Meritorious Exception to the Town of Addison Sign Ordinance

Application Date: 8-12-08

Filing Fee: \$200.00

Applicant: Chandler SIGNS

Address: 1335 PARK Center Dr Suite#: Unit C

VISTA CA 92081
City State Zip

Phone#: 760-967-7003 x116

Fax#: 760-967-7033

Status of Applicant: Owner _____ Tenant _____ Agent X

Location where exception is requested:

BJ'S RESTAURANT 4901 Belt+Line RD, ADDISON TX WEST ELEVATION

Reasons for Meritorious Exception:

This SIGN would be to replace the Silo and Sign that were on the original plans: they are not there.

The West elevation needs a sign to identify the building from the west, both from the Street and the parking lot.

Thank you!

YOU MUST SUBMIT THE FOLLOWING:

12 COPIES OF THE PROPOSED SIGN SHOWING:

1. Lot Lines
2. Names of Adjacent Streets
3. Location of Existing Buildings
4. Existing Signs

5. Proposed Signs
6. Sketch of Sign with Scale and Dimensions Indicated (8.5 x 11 PLEASE)

Date Fees Paid 8-13-08 Check # 6316 Receipt # 4127



Client
BJ's

Dest. #
C8875R2

Sheet 1 of 9

Address
4901 BELT LINE ROAD
ADDISON, TX

Account Rep.
J MUELLER

Designer
H CRAADDOCK

Date
06/17/08

Approval / Date

Client

Sales

Estimating

Art

Engineering

Landscaping

Revision / Date

RYAN 06/27/08 ADD SIGN TO
EXISTING SIGN. SHOW
REMOVAL OF SIGN
06/27/08 REVISE SIGN TO
BE CHANGING FIELD
MEASUREMENTS OF PROSPER



www.chandler-signs.com

3201 Manor Way Dallas, TX 75225
214.902.2000 Fax 214.902.2044

17106 Villard San Antonio, TX 78216
210.343.3044 Fax 210.343.3724

1335 Park Center Dr. Vista, CA 92081
760.867.7003 Fax 760.867.7033

7100 E. Hwy. 24, Suite 200
Woodland Park, CO 80883
719.687.2307 Fax 719.687.2306

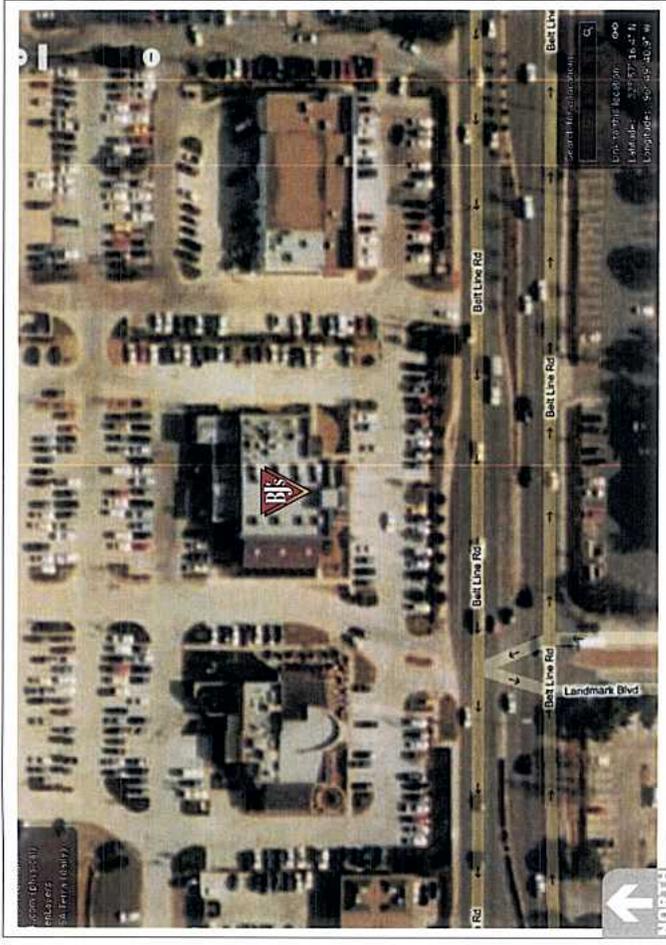
P.O. Box 41131 Louisville, KY 40233
502.483.2460 Fax 502.254.3443

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FINAL ELECTRICAL CONNECTION BY CUSTOMER

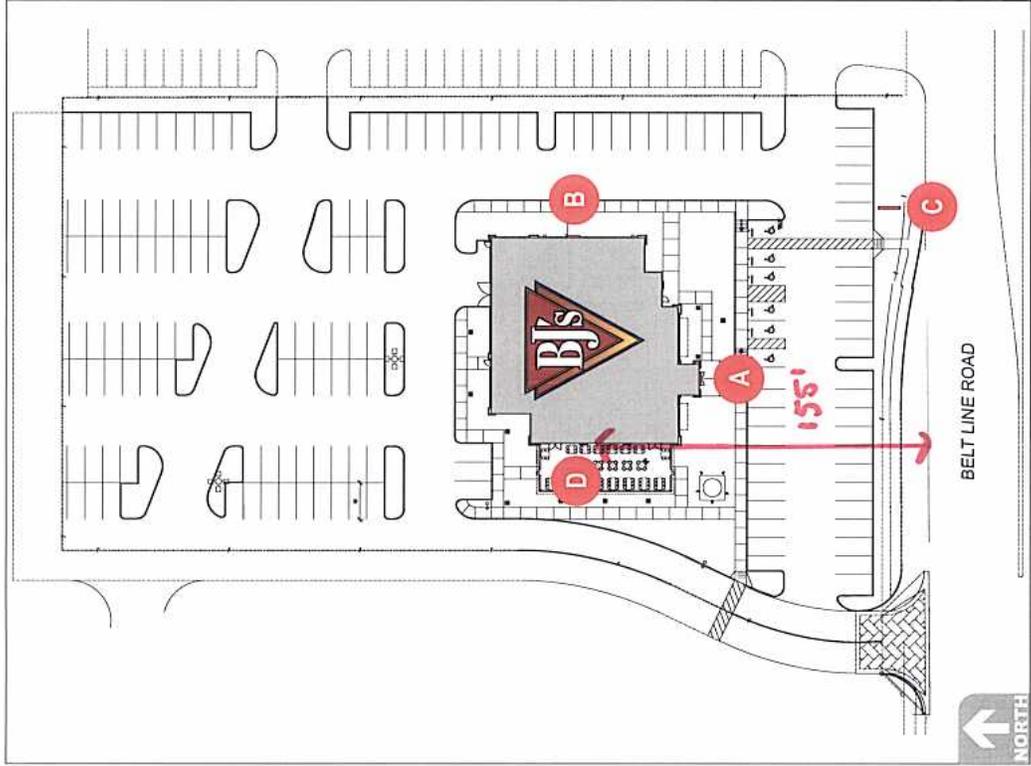


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○ SITE OVERVIEW

SCALE: NONE



	Client	BJ's
	Design #	C38752R2
	Sheet	9 of 9
	Address	4901 BELT LINE ROAD ADDISON, TX
	Account Rep.	J. MUELLER
	Designer	H. GRADDOCK
	Date	06/17/08
	Approval / Date	
	Client	
	Sales	
	Estimating	
	Art	
	Engineering	
	Landlord	
	Revision / Date	

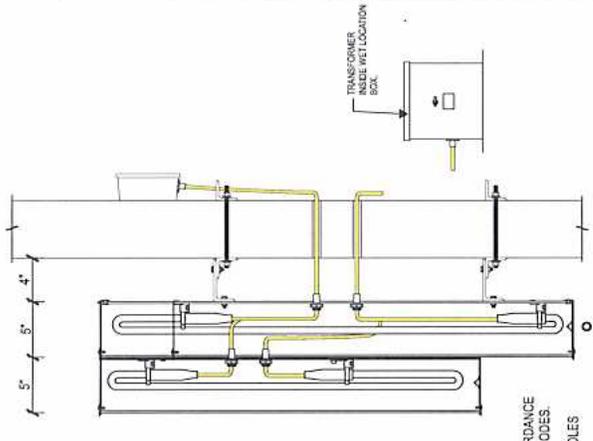
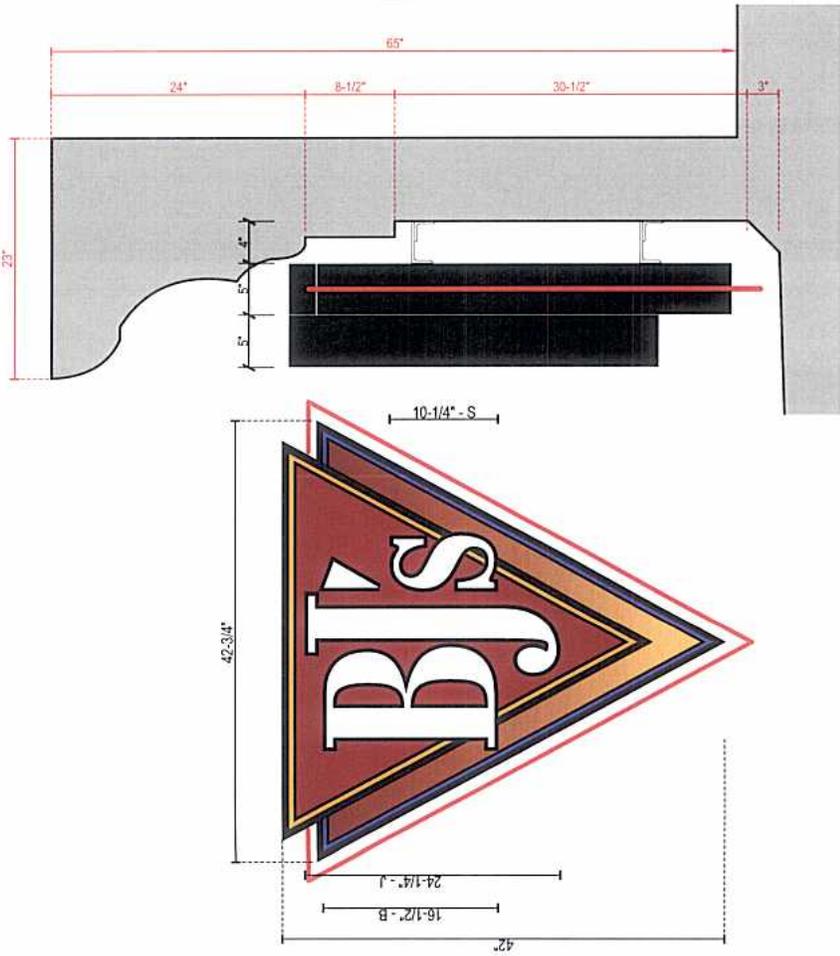
1. SIGN FABRICATOR'S SIGN. SHOW WEST ELEVATION. SHOW REMOVAL OF SLO. R2 THROUGHOUT. REVISE SIGN TO MEASUREMENTS OF PARAPET.

Chandler Signs
 www.chandler-signs.com
 12000 W. Loop South, Suite 2223
 Dallas, TX 75244
 214.882.2292 Fax 214.882.2244
 17108 Willmet Bay Avenue, TX 75216
 214.340.3304 Fax 214.340.8724
 1335 Park Center Dr. Vista, CA 92081
 760.897.7043 Fax 760.897.7033
 750 E. Hwy. 248, Suite 200
 Woodland Park, CO 80803
 719.887.2507 Fax 719.887.2506
 P.O. Box 42133 Louisville, KY 40233
 502.485.3600 Fax 502.224.3643

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FINAL ELECTRICAL CONNECTION BY CUSTOMER

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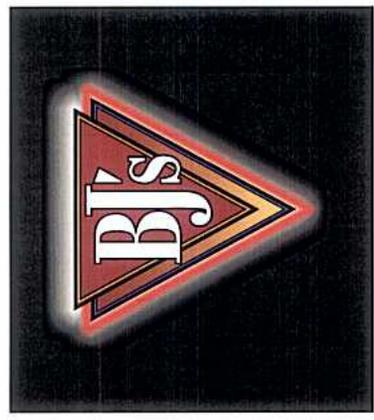
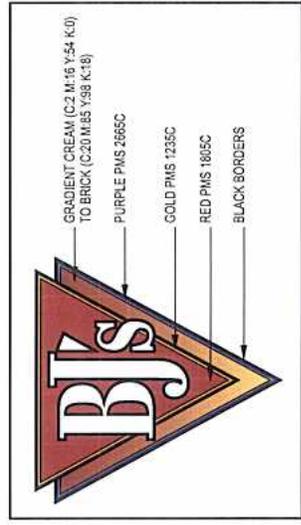


NOTE:
 ALL WIRING TO BE IN ACCORDANCE WITH UL, NEC AND LOCAL CODES. MIN. THREE (3) 1/4" WEEPHOLES PER LOGO.

SECTION THROUGH LAYERS
 SCALE: NONE

D INT. ILLUMINATED WALL SIGN
 SIGN AREA = 9.13 SF
 SCALE: 1" = 1'-0"

GENERAL SPECIFICATIONS
 BACKGROUND TRIANGLE: 5" DEEP FABRICATED DUAL-LIT ALUMINUM CHANNEL. RETURNS AND RETAINER TO MATCH SATIN BLACK. FACE IS #2447 WHITE ACRYLIC W/ FIRST SURFACE DIGITALLY PRINTED VINYL (SEE INSET FOR COLORS). CLEAR POLYCARBONATE BACK W/ 2ND SURFACE 3035-70 WHITE DIFFUSER FILM. ILLUMINATE W/ 6500K WHITE NEON / 30mA REMOTE TRANSFORMERS. MOUNT 3" FROM FASCIA. CLIP-MOUNT TO FASCIA. LOWER DIAMOND HAS ONE (1) ROW OF EXPOSED CONTOURED CLEAR RED NEON AROUND PERIMETER.
 TOP TRINGLE (INCLUDES BJ'S):
 5" FACE-LIT ALUMINUM CHANNEL LETTERS W/ PRE-FORMED BLACK RETURNS. FACES ARE #2447 WHITE ACRYLIC WITH FIRST SURFACE DIGITALLY PRINTED VINYL. RETAIN W/ 1" BLACK TRIMCAP. MOUNT FLUSH TO BOTTOM CHANNEL. ILLUMINATE WITH 6500K WHITE NEON 30mA REMOTE TRANSFORMERS.





Client:	B's
Design #:	C88752R2
Sheet 9A of 9	
Address:	4901 BELTLINE ROAD ADDISON, TX
Account Rep.:	J. MUELLER
Designer:	H. CRADDOCK
Date:	06/17/08
Client:	
Estimate:	
Art:	
Engineering:	
Lead:	
Revision / Date:	

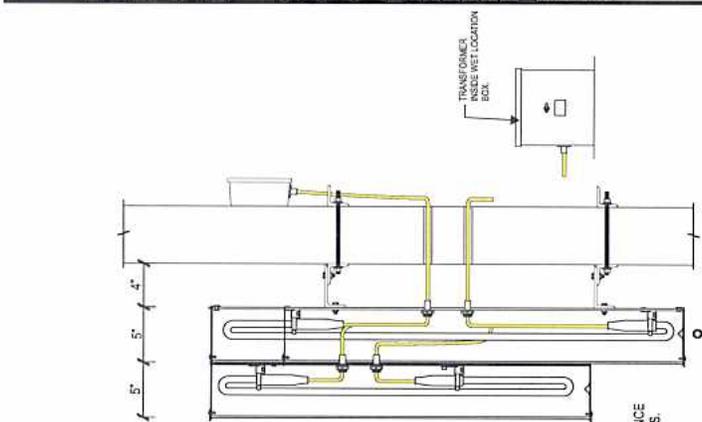
REVISIONS TO SIGN D:
 1. ADD 1/2" TO SIGN D TO
 REMOVE OF SLO.
 2. CHANGED FIELD
 MEASUREMENTS OF PARAPET.



www.chandler-signs.com
 2301 Manor Way Dallas, TX 75225
 214.622.2000 Fax 214.622.2044
 12106 Valwood San Antonio, TX 78216
 210.548.3004 Fax 210.548.3724
 1335 Park Center Dr. Vista, CA 92081
 760.887.7000 Fax 760.887.7333
 770 S. Hwy. 34, Suite 3, Ste. 200
 Woodward Park, CO 80083
 719.887.2557 Fax 719.887.2586
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 502.483.8660 Fax 502.254.3443

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FINAL ELECTRICAL CONNECTION BY CUSTOMER

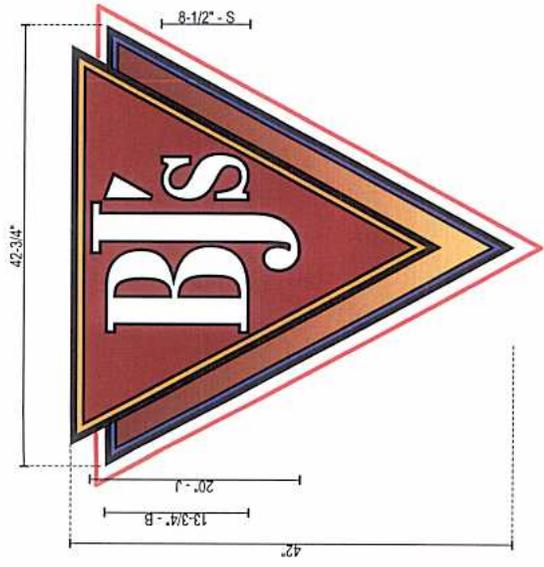
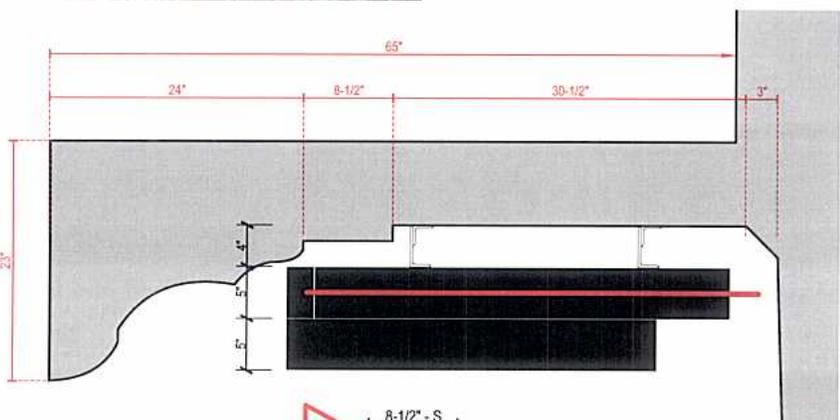


SECTION THROUGH LAYERS
 SCALE: NONE



PHOTO OF SIMILAR COMPLETED SIGN

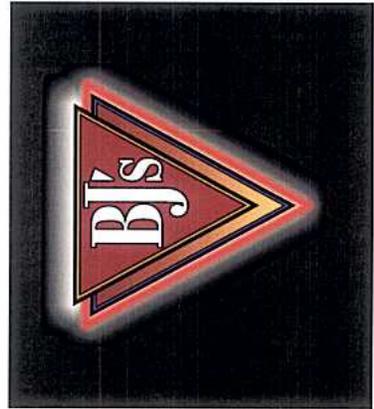
NOTE:
 ALL WIRING TO BE IN ACCORDANCE WITH UL, NEC AND LOCAL CODES.
 MIN. THREE (3) 1/4" WEEPHOLES PER LOGO.



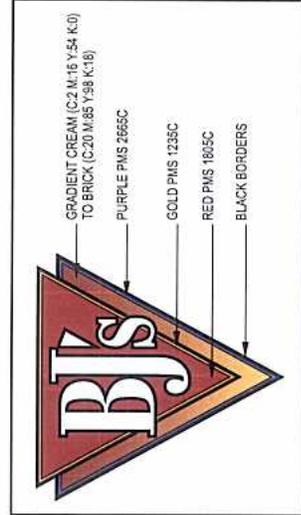
D INT. ILLUMINATED WALL SIGN - CUSTOM SIZE LETTERS
 SCALE: 1" = 1'-0"

SIGN AREA = 9.15 SF

- GENERAL SPECIFICATIONS**
- BACKGROUND TRIANGLE: 5" DEEP FABRICATED DUAL-LIT ALUMINUM CHANNEL. RETURNS AND RETAINER TO MATCH SATIN BLACK. FACE IS 24x47 WHITE ACRYLIC W/ FIRST SURFACE DIGITALLY PRINTED VINYL (SEE INSET FOR COLORS). CLEAR POLYCARBONATE BACK W/ 2ND SURFACE 365-70 WHITE CLEAR PAPER FILM. ILLUMINATE W/ 6500K WHITE NEON / 3000K REMOTE TRANSFORMERS. MOUNT TO FRONT PARAPET. CLEAR MOUNT TO PARAPET. LOWER DIAMOND HAS ONE (1) ROW OF EXPOSED CONTOURED CLEAR RED NEON AROUND PERIMETER.
 - TOP TRIANGLE (INCLUDES B'S): 5" FACE LIT ALUMINUM CHANNEL. LETTERS W/ PRE-FORMED BLACK RETURNS. FACES ARE 24x47 WHITE ACRYLIC W/ FIRST SURFACE DIGITALLY PRINTED VINYL. RETAIN W/ T BLACK TRIMCAP. MOUNT FLUSH TO BOTTOM CHANNEL. ILLUMINATE WITH 6500K WHITE NEON / 3000K REMOTE TRANSFORMERS.



NIGHT VIEW



COLOR INSET

Council Agenda Item: #R8

SUMMARY:

Consideration and approval authorizing the City Manager to enter into an agreement with Krause Advertising for the production of the 2009 Addison calendar.

FINANCIAL IMPACT:

Budgeted Amount: \$85,000

BACKGROUND:

The purpose of the calendar is to showcase attributes of the Town and provide pertinent information about the Town. The calendar is distributed to Addison residents and businesses as well as to associates, prospects and friends of Addison. The calendar serves both as an annual report for the Town as well as a marketing tool for prospective businesses and visitors.

A total of 12,500 calendars are produced and delivered to the Town for distribution in December. The total cost to produce the calendar is \$85,000. Staff will present the 2009 calendar theme at the August 26 meeting.

RECOMMENDATION:

Staff recommends that Council authorize the City Manager to enter into an agreement to produce the 2009 calendar.

Council Agenda Item: R9

SUMMARY:

This item is to request the Council’s approval of a contract with DocuNav Solutions for the purchase and deployment of a Document Management System . Addison released a RFP on April 4th and received five (5) proposals. A mandatory pre-bid meeting was also held on April 25th... A Copy of the contract and RFP are attached.

FINANCIAL IMPACT:

Budgeted Amount: \$110,000

Cost: \$107,241.75

BACKGROUND:

Currently, Addison does not have adequate on-site storage facilities to meet our obligations under the Texas State Library and Archive Commission guidelines. Various departments (Court, Police, City Clerk, Finance and Human Resource) throughout the town are using off-site storage facilities (Storage USA and Pump Station) to store records & documents. We adhere to the established schedule for document retention, so the length of time varies by the type of the document. For many documents, we have a five-year retention period but Arrests and Forfeitures are kept indefinitely, and Offense reports and Personnel files are kept for 10 years. We are budgeting approximately \$15,000 on an annual basis for the Court, Finance, City Clerk, and Police departments for off-site storage and as the demand for the storage space is increasing so is the rental cost. Human Resources Department is utilizing the Pump Station and Finance is using Iron Mountain for their storages.

In an attempt to resolve this issue, protect the records, comply with Open Records Act and record retention policy, and offer automated retrieving capabilities to the departments, the Town of Addison Information Technology Department released a RFP on April 4th to solicit sealed written proposals from qualified vendors for the implementation of a Document Management system offering solutions for Records Management, Documents Management and Agenda Management. To be qualified the Proposers must’ve had adequate prior experience working with local government. It was required that vendors include the following in their proposals for each of the above systems:

- Hardware requirements including storage, scanning stations, and use of existing multifunction copiers
- Software requirements including user and system licensing structures
- Major component feature explanations of each module
- Integration options with Town's existing systems:
 - Harris Enterprise Financial System- Government eManagement Solutions (GEMS)
 - Infosol - Courthouse 2000
 - Tiburon - Public Safety Record Management
 - RescueNet _ Patience Record Management
 - ESRI GIS - Geographical Information System
 - RealForms - Online Forms
 - Greenwich Technologies - ESP 2000 - Facility Management System
- Annual maintenance cost for support and upgrades
- Itemized module cost including Workflow and Web Content Management (if not part of above three systems)
- Business process review, implementation, and training itemized costs for the following departments
 - City Manager's Office
 - Conference & Theatre
 - Development Services
 - Financial & Strategic Services
 - Fire
 - Human Resources
 - Municipal Court
 - Police
 - Public Works
 - Special Events
 - City Secretary
 - General Services

The proposals were evaluated with respect to criteria specifically developed to examine the technical competence and suitability of prospective proposals. In order for vendors to qualify as responsible, vendor must've met the following criteria as they related 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.

PROPOSAL EVALUATION PROCESS

Proposals were evaluated using the following weighted criteria:

MAXIMUM PROPOSAL GRADE IS 100 POINTS

10 Points:

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

20 Points:

Integration to aforementioned systems

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 DocuNav Solutions for the purchase, and installation of a Document Management System in the amount of \$107,241.75 subject to the City Attorney's final approval....

Town of Addison, Texas
Request for Proposal (RFP)
RFP 08-11 Document Management System

Proposals are due by 4:00 PM on May 2nd, 2008

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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 Document Management System.

Proposal Number: 08-11
Proposal Name: Document Management System
Proposals Due: May 2nd, 2008 at 4:00 pm
Office of the Budget and Procurement Manager
Addison Finance Building
5350 Belt Line Road
Addison, TX 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 Matt McCombs, Management Analyst, at 972-450-7090.

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

For questions concerning the bid process, contact Matt McCombs, Management Analyst, at 972-450-7090 or e-mail at mmcombs@addisontx.gov. 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@addisontx.gov

**TOWN OF ADDISON
REQUEST FOR PROPOSALS NO. 08-11
DOCUMENT MANAGEMENT SYSTEM**

INTENT

The Town of Addison Information Technology Department is soliciting sealed written proposals from qualified vendors for the implementation of a Document Management system, Records Management system, and an Agenda Management system. Proposer should have adequate prior experience working with local government. For each of the above systems, proposals should include:

- Hardware requirements including storage, scanning stations, and use of existing ~~Rich~~ multifunction copiers
- Software requirements including user and system licensing structures
- Major component feature explanations of each module
- Integration options with Town's existing systems:
 - Harris Enterprise Financial System- Government eManagement Solutions (GEMS)
 - Infosol - Courthouse 2000
 - Tiburon - Record Management
 - Zoll Data Systems - RescueNet
 - ESRI GIS - ArcDesktop
 - RealForms - Online Forms
 - Greenwich Technologies - ESP 2000
- Annual maintenance cost for support and upgrades
- Itemized module cost including Workflow and Web Content Management (if not part of above three systems)
- Rates for scanning of past paper documents (Optional)
- Business process review, implementation, and training itemized costs for the following departments
 - City Manager's Office
 - Conference & Theatre
 - Development Services
 - Financial & Strategic Services
 - Fire
 - Human Resources
 - Municipal Court
 - Police
 - Public Works
 - Special Events
 - City Secretary
 - General Services

NOTE:

The proposed system must work with the Town's standard PCs, enterprise server environment and operating systems... The Town uses Lonovo PCs running Windows XP and Compaq servers running Windows 2000 operating systems with McAfee anti-virus and Spyware... Backups are performed with Arcseve backup utility...

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.

PROPOSAL EVALUATION PROCESS

Proposals will be evaluated using the following weighted criteria:

MAXIMUM PROPOSAL GRADE IS 100 POINTS

10 Points:

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

20 Points:

Integration to aforementioned systems

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 April 4th, 2008
- Pre-bid Meeting April 25th, 2008
 - Pre-bid meeting will begin at 10:00 a.m. at the Addison Service Center, 16801 Westgrove Dr. **Attendance is mandatory. Proposers that do not attend will be disqualified.**
- Proposals Due at 4:00 p.m. May 2nd, 2008

PROPOSAL FORMAT

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

1) Table of Contents

2) Introduction

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

3) 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.

4) Vendor Questionnaire

Complete the vendor questionnaire (Form 1). All questions must be answered.

5) 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.

6) Fee Structure

Provide a fee schedule for your services. This schedule should include a description of the following products and services; hardware, software, implementation, installation, configuration, training, documentation, licensing per concurrent user, SQL standard server license, and project management.

7) Contract

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

SPECIFICATIONS FOR RFP 08-11 DOCUMENT MANAGEMENT SYSTEM

Please address each requirement in proposal:

1. All Systems

- a. Easy to use intuitive interface
- b. Security tied into Microsoft Active Directory controlling what users can do and see based on profile given. This would include the ability to grant or deny permissions to see redactions.
- c. Explanation of implementation plan including process reviews with departments
- d. Logging of each document's history including workflow audit tracking
- e. Easy to find documents needed based on full text search or indexed methods
- f. Security Audit trail logging and reporting
- g. Should be scalable for all departments
- h. Ability to use a web client interface for most functions

2. Document Management

- a. Ease of use in scanning/importing documents into system including use of bar codes
- b. Ability to use existing copier multifunction systems to scan documents in addition to having scanning stations
- c. Must support multiple scanning stations
- d. Ability to perform image adjustments on scanned documents
- e. Auto-indexing of scanned/imported documents
- f. Ability to batch process scanned documents
- g. Easily cross reference documents based on keywords
- h. Full-text indexing of all captured documents and zonal OCR
- i. Ability to perform full-text search on entire database
- j. Ability to perform custom queried searches
- k. Search results should highlight term in returned documents
- l. Ability to use templates to distinguish document types and associate metadata for indexing
- m. Ability to annotate, highlight, and redact without changing original document
- n. Ability to easily print, fax, or email documents. Emailed documents should have option of using PDF format.
- o. Integration with Microsoft Office to where documents can be imported directly
- p. Documents should be stored in non-proprietary formats
- q. Users should be able to access the same document at the same time
- r. Ability to rename and reorganize documents
- s. Ability to import documents from Windows Explorer

3. Records Management

- a. Explanation of retention schedules
- b. Configurable retention schedules with triggering events
- c. Meets DOD standard guidelines for records retention certification
- d. Ability to manage physical records as well as scanned documents
- e. System is fully integrated with document management and imaging

4. Agenda Management

- a. Ability to easily post to public web site
- b. Ease of use in item submissions, approvals, and distributions
- c. Ability to setup workflows to meet needs including email notification
- d. Ability to edit, reorder, publish and reassign items
- e. Ability to record votes, motions, and actions taken for minutes creation

INSTRUCTIONS TO PROPOSERS

1.0 RECEIPT AND PREPARATION OF THE PROPOSAL

- 1.1 **Two (2) copies** of a sealed proposal should be delivered to the Purchasing Division in the Finance Building of the Town of Addison located at 5350 Belt Line Rd., Addison, TX 75240 by 4:00 p.m., May 2nd, 2008. 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 Budget and Procurement 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 08-11 Document Management System). Proposers must also include their company name and address on the outside of the envelope. **In addition, proposers should include a copy of the proposal in digital format.**
- 1.3 Proposers are responsible for making certain proposals are delivered to the Purchasing 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 reserves 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 Budget and Procurement Manager. 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 contract 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 meet the intent of these specifications.
- 5.2 The Town of Addison is not responsible for incomplete bid packets.
- 5.3 Proposers are instructed to return all pages of the proposal packet that contain written responses.

6.0 BIDDING

- 6.1 Proposers are instructed to consider the following factors in preparation of your proposal:
 - a. Proposals shall remain firm for a period of 45 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 contract.
 - 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. The contract will be awarded to the lowest responsible proposer whose proposal is most advantageous to the city, price and other factors considered.
- 7.2 Award will be based upon an analysis of the following criteria: Bidders ability to produce the goods or services requested, performance on similar contracts, and an evaluation of the bidder's understanding of the purchaser's needs. To demonstrate bidder's qualifications to perform the work, each bidder must submit with their bid, five (5) customer references for similar_projects, including name of customer, telephone number and individual to contact.
- 7.3 The anticipated start date is as soon as practical after the bid is awarded.

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.

FORM-1

VENDOR QUESTIONNAIRE

1. How many installations, similar to the one asked for in this RFP, have been made or installed by you? _____

2. What part of the work will you sub-contract, if any?

3. Explain your policy on service and repairs and guaranteed response times or how many hours it takes to resolve 95% and 100% of your service/repair requests.

Policy and guaranteed response:

OR

<u>Type of repair or service</u>	<u>95%</u>	<u>100%</u>
Routine and minor	_____	_____
Major	_____	_____
Emergency	_____	_____

4. How long has your company been in business? _____ Yrs.

How long has your company been under current/owner/management?
_____ Yrs.

5. Please list any exceptions to the required features, referring to a particular page, paragraph, etc. Please attach separate sheet (s) of exceptions.

FORM-2

CUSTOMER REFERENCES

Please provide names of companies or organizations, phone numbers, and names of contacts of five customers with which you have done business.

1. _____
2. _____
3. _____
4. _____
5. _____

PROPOSAL CHECKLIST

The following list should assist in assembling your proposal. It may not be all-inclusive; therefore, you must review the request to make certain your proposal is responsive.

- _____ Have you signed your proposal?

- _____ Is the return envelope properly marked?

- _____ Are “CONFIDENTIAL” and /or “PROPRIETARY” pages properly marked?

- _____ Are you allowing sufficient time for delivery of your proposal?

- _____ If any Addenda were issued, is a copy signed and enclosed?

- _____ Did you exclude all sales taxes?

- _____ Are you returning all pages that have information entered by you?

- _____ Do prices quoted by you include all charges?

- _____ Have you made an entry in all blank spaces or entered “n/a” for “not applicable”?

- _____ Have you included a listing of “exceptions”, if there are any?

- _____ Have you initialed all erasure and/or corrections?



PURCHASE AGREEMENT

This agreement is made and entered into this ____ day of _____, 2008 by and between:

V. P. Imaging, Inc. dba DocuNav Solutions, A Texas Corporation
PO Box 94011
Lubbock, Texas 79493

herein referred to as "Seller";

and

Town of Addison

herein referred to as "Buyer."

WITNESSETH

WHEREFORE, in consideration of the mutual covenants herein contained, and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. Agreement to Sell and Purchase: Seller hereby agrees to sell to Buyer, and Buyer agrees to purchase from Seller those software products, services, maintenance agreements, and upgrades, as more particularly described in: DocuNav Solutions quote number _____ attached hereto as Exhibit "A" and the RFP Response attached hereto as Exhibit "B" and incorporated by reference.

2. License Agreement: It is specifically agreed and acknowledged that the software products sold by Seller to Buyer as described in Section 1 hereinabove are being sold subject to the restrictions, duties and obligations to various Software License Agreements, some copies of which are included in Exhibit "B" (RFP Response) and incorporated by reference. Buyer, by its execution of this agreement, agrees to fully abide by the terms and conditions of all Software License Agreements, and further agrees to fully indemnify, protect, and hold Seller harmless from any claims, suits, actions, liabilities, damages (including all legal costs incurred by Seller) resulting from any violation by Buyer under the terms thereof.

3. Purchase Price and Payment: The purchase price for the Seller are set forth in Invoice _____ (Exhibit "A") and shall be due and payable from Buyer to Seller as follows:

- a. Buyer agrees to pay 50% of Invoice _____, as set forth in Exhibit "A" upon acceptance of the purchase agreement.
- b. Upon delivery and installation of the software described in Exhibit "A," Buyer shall pay an additional 30% of the Invoice _____.
- c. Upon final acceptance of the system pursuant to Exhibit "A", Buyer shall pay the remainder 20% at acceptance as adjusted pursuant to the terms and conditions set forth

herein. Acceptance shall not be unduly withheld and all payments shall be made within 6 months from the date of the Purchase Agreement.

- d. It is acknowledged that service and training invoices for item in Exhibit "A" will be billed as they occur and are payable net 30 from date of invoice.
- e. It is agreed that the estimates for those items set forth in Exhibit "A" will not be exceeded by Seller without prior written approval by Buyer. The estimated items may include the number of hours/days required for installation, configurations and training. If the service hours/days exceed the estimated amounts, seller will bill after completion and buyer agrees to pay said charges. Service invoices have terms of net 30 days.
- f. All payments are Net 30 from date of invoice.

4. Maintenance and Upgrade Fees: It is acknowledged that Exhibit "A" includes initial fees for annual maintenance and upgrades for the software products sold to Buyer as more fully described hereinabove. With respect to such maintenance and upgrade fees, it is agreed as follows:

- a. The sums payable by Buyer for maintenance and upgrades for additional years after the included 1st Year Support & Maintenance are payable annually prior to the anniversary of the date of this Purchase Agreement.
- b. Buyer has agreed to a two additional years of support and maintenance at the current rates and no increases will occur unless additional software is added.
- c. Buyer shall have no legal obligation to continue paying for the maintenance and upgrades, provided that, Seller makes no representation to Buyer regarding the usefulness and effectiveness of the software products sold hereunder should Buyer decline to renew the maintenance and upgrades described hereinabove.
- d. DocuNav Support Agreement is included in the maintenance and upgrade fees and includes support levels described in Exhibit "B" (RFP Response).
- e. Any hardware, software, servers, and scanners not included in the purchase are excluded from the maintenance agreement.

5. Limitation: It is specifically acknowledged and agreed that all techniques, procedures and methodologies used and implemented by Seller in the performance of its work under this agreement are not included in the sale, and all intellectual property rights to such techniques, procedures and methodologies shall be retained by Seller, or by such third parties with whom Seller may contract with or have licenses through.

6. Independent Contractor: It is specifically acknowledged that Seller is an independent contractor, and that no agent, employee, or subcontractor of Seller shall be deemed an employee of Buyer, or be entitled to any compensation from Buyer except as specifically set forth in this agreement.

7. Confidentiality: Seller shall keep confidential all aspects of the work performed under this contract, including but not limited to all communications regarding that work and all Buyer data and information to which Seller obtains access in the course of performing services under this agreement. Seller shall limit internal access to information regarding work under this contract to those members of Seller's own staff or subcontractors of Seller who are directly involved in the work or otherwise have a need for access to the information. Unless otherwise required by law,

Seller shall not disclose the information to anyone other than the Buyer's project manager and Seller's own staff and subcontractors without the Buyer's prior written consent. Seller shall ensure that all individuals and subcontractors engaged directly or indirectly by Seller to provide services under this agreement are advised of and required to comply with the forgoing confidentiality obligation.

8. Sharing Information: Upon the Buyer's written request and authorization, Seller shall share any project information designated by the Buyer and shall fully cooperate with all corporations, firms, contractors, governmental entities, and persons involved in or associated with the project and designated by the Buyer in the request. Seller shall not communicate with representatives of any of the news media regarding work under this contract; any communications with news media representatives regarding this contract shall be exclusively through the Buyer.

9. Commitment and Completion: It is agreed that Seller shall commence work according to receipt by Seller from Buyer of a written authorization to proceed and Seller to have received 1st payment and shall be completed pursuant to Exhibit "B" Notwithstanding such schedules, it is acknowledged that delays resulting from any acts or omissions of Buyer, or circumstances beyond the control of Seller, including, but not limited to acts of war or terror, natural disasters, material shortages, and acts of God, shall not be deemed a breach of this agreement.

10. Warranty and Limitations: Except as otherwise set forth herein, Seller's warranty is specifically limited to successful completion of installation and operation of software programs with respect to scanning and capturing documents of Buyer as provided in Exhibit "B", and that, except as may be available through third party software vendors, Seller gives no other warranties, express or implied.

In no event shall Seller be responsible to Buyer for incidental, special, or consequential damages arising from business interruption or lost profits suffered by Buyer or any third party arising out of the breach of any warranty provided herein.

11. Attorney's Fees: In case suit, action, or arbitration is instituted to enforce or rescind any of the rights or provisions expressed in this agreement, the party not prevailing agrees to pay the prevailing party's costs and disbursements related to said proceedings and such sums as the court or arbitrator, may adjudge reasonable for the attorney's fees at trial or appeal of said suit or action.

12. Governing Law: This agreement shall be governed and construed under the laws of the State of Texas.

13. Severability: If any provision of this agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement.

14. Complete Agreement: This represents the complete and final agreement of the parties regarding the purchase and sale of software products and other services to be rendered by Seller on behalf of Buyer and supersedes and replaces any oral or written agreements heretofore made. Any modification to this agreement shall only be valid if in writing and signed by the parties hereto.

SELLER:

BUYER:

V.P. IMAGING, INC DBA DocuNav Solutions,
A Texas Corporation

By: _____

Cody A. Bettis
President
VP Imaging, Inc.

By: _____

Duly Authorized Officer

Title : _____

Print Name: _____

Council Agenda Item: #R10

SUMMARY:

This item is to award a bid to Striping Technology, L.P., for the installation of pavement markings at various locations.

FINANCIAL IMPACT:

Budgeted Amount: \$75,000

Cost: \$43,923.65

This project is funded for 2008 in the Street Operations Budget.

Project Manager: Robin Jones

BACKGROUND:

On an annual basis the Street Division contracts the replacement of worn and missing pavement markings. This project replaces pavement markings (buttons) on Quorum Drive, Arapaho Road, Montfort Drive, Inwood Road, Belt Line Road, and on Marsh Lane north of Belt Line Road.

Prior to bids being opened on August 18, 2008, this project was advertised twice in the Dallas Mornings News and listed with Demand Star. Four contractors submitted bids with Striping Technology, L.P., submitting the low bid. Striping Technology has successfully completed other pavement marking projects in Addison including our 2007 pavement marking replacement project.

RECOMMENDATION:

Staff recommends awarding this project in the amount of \$43,923.65 for the installation of pavement markings at various locations to Striping Technology, L.P.

Pavement Markings

BID NO 08-22

DUE: August 18, 2008

10:00 AM

BIDDER	Signed	Bid Bond	Bid Total
Stripe-A-Zone, Inc	Y	Y	\$ 63,631.25
Striping Technology, Inc	Y	Y	\$ 43,923.65
A&M Maintenance Services, Inc	Y	Y	\$ 46,038.05
Highway Technologies, LP	Y	Y	\$ 68,558.32

Matthew E. McCombs

Matt McCombs, Management Analyst

Katie H. Roller

Witness

Council Agenda Item #R11

SUMMARY:

This item is to authorize the City Manager to execute Work Order No. 1 and Work Order No. 2 with HNTB, Inc., for engineering design of the Belt Line Road re-design.

FINANCIAL IMPACT:

Design Contract Amount Work Order No. 1:	\$225,000
Design Contract Amount Work Order No. 2:	\$ 67,675

Source of Funds: There are currently funds available in the 2002 Capital Project Fund.

BACKGROUND:

Council previously approved a Master Services Agreement for the Belt Line Road project with HNTB, Inc. Staff was seeking a firm that would be able to take the vision that was created for the Belt Line Road project and work with the various agency design standards and expectations from Town of Addison, City of Dallas, NTTA and Dallas County. HNTB will also evaluate the feasibility, constructability and costs associated with the recommended improvements.

The two work orders attached will study two of the primary focus areas. Work Order No. 1 includes professional design services associated with the enhancement of Belt Line Road and Dallas North Tollway interchange based on the Belt Line Road Streetscape Improvements Master Plan. HNTB will perform a detailed survey, and traffic analysis leading to a concept design feasibility review. HNTB will then develop design alternatives based on different vertical structure types with associated order-of-magnitude costs to achieve the conceptual design as shown in the Master Plan. Upon the Town's selection of a preferred design alternative, HNTB will meet with Key Stakeholders, NTTA, City of Dallas, and Dallas County and gain support for the preferred design. Based on comments, HNTB will develop a final Interchange Gateway Design Concept.

Work Order No. 2 will provide professional design services for the conceptual design of the proposed Gateway Pylon based on the Belt Line Road Streetscape Improvements Master Plan. HNTB will develop design alternatives based on different vertical structure typed with associated order-of-magnitude costs to achieve the conceptual alternative. HNTB will develop a final Pylon Design Concept and include site design for the East and West Gateways at Belt Line Road-Marsh lane intersection and Belt Line Road crossing of White Rock Creek.

RECOMMENDATION:

It is recommended that the Council authorize the City Manager to execute Work Order No. 1 and Work Order No. 2 with HNTB, Inc., for engineering design of the Belt Line Road re-design.

Work Order #1
BELT LINE ROAD – DNT INTERCHANGE GATEWAY ENHANCEMENT
DESIGN

SCOPE OF SERVICES

OVERVIEW

HNTB shall provide professional design services to the Town of Addison for the conceptual design of the proposed enhancements of the Belt Line Road and Dallas North Tollway interchange based on the Belt Line Road Streetscape Improvements Master Plan prepared by Cunningham Architects dated November 19, 2007..HNTB will evaluate the feasibility of the proposed design concept from the Master Plan. HNTB will then develop design alternatives based on different vertical structure types with associated order-of-magnitude costs to achieve the conceptual design as shown in the Master Plan. Upon the Town's selection of a preferred design alternative, HNTB will meet with Key Stakeholders, NTTA, City of Dallas, and Dallas County, and gain support for the preferred design. Based on comments, HNTB will develop a final Interchange Gateway Design Concept.

BASIC SERVICES

Task 1. Site Inventory and Analysis

1.1. Base Data Gathering and Topographic Survey

HNTB will collect available base data from the Town, NTTA and City of Dallas to develop a working base plan for the conceptual design. HNTB will employ the services of a licensed surveyor to gather topographic survey information which may include subsurface utility exploration for the project area.

1.2. Visual Inventory

HNTB will visit the site and document existing conditions of the project area through a series of field notes and photographs.

1.3. Traffic Analysis

HNTB will conduct an analysis of the traffic patterns to evaluate the feasibility of proposed lane closures.

1.4. Pedestrian Circulation Analysis

HNTB will conduct an analysis of the pedestrian patterns to identify potential safety issues and primary and secondary circulation routes.

DELIVERABLES FOR TASK 1:

- One (1) 11"x17" color exhibit summarizing the Site Inventory and Analysis.
- One bound hard copy of the Traffic Analysis Technical Memorandum.

- Task 2. Concept Design Feasibility Review
HNTB shall evaluate the proposed design concept from the Master Plan for construction feasibility. Analysis will focus on structural design, required clearance parameters, general motorist and pedestrian safety issues and maintenance concerns. HNTB will prepare an Executive Summary of the review findings.

DELIVERABLES FOR TASK 2:

- PDF file of the Executive Summary.

- Task 3. Conceptual Interchange Gateway Design Development

- 3.1. Design Concept Alternatives
HNTB will develop design alternatives based on feasible structures to achieve the proposed design concept and evaluate each specific to functionality, maintenance, and cost.
- 3.2. Town Staff Review Meeting
HNTB will attend one (1) meeting to review two (2) Design Concept Alternatives with order-of-magnitude costs with Town Staff and gain consensus on a Preferred Alternative.
- 3.3. Stakeholder Review Meeting
HNTB will attend one (1) meeting to review the Preferred Alternative with the Key Project Stakeholders in a single, joint review meeting.
- 3.4. Preliminary Conceptual Interchange Gateway Design Development
Based on input from the review meetings, HNTB will develop the Preferred Alternative into a Preliminary Conceptual Interchange Gateway Design.
- 3.5. Town Staff Review Meeting
HNTB will attend one (1) meeting to review the Preliminary Conceptual Interchange Gateway Design with Town Staff.
- 3.6. Stakeholder Review Meeting
HNTB will attend one (1) meeting to review the Preliminary Conceptual Interchange Gateway Design with the Key Project Stakeholders in a single, joint review meeting.
- 3.7. Final Conceptual Interchange Gateway Design
Based on input from the review meetings, HNTB will develop a final Conceptual Interchange Gateway Design.

DELIVERABLES FOR TASK 3:

- One (1) 11"x17" color exhibit for each of the Design Concept Alternatives showing a plan, elevation, section and relevant details and estimated cost of proposed alternative.
- Five (5) sets of color copies of the Design Concept Alternative exhibit for the review meeting with the Town.
- Ten (10) color copies of the Preferred Alternative exhibit for the review meeting with the Key Project Stakeholders.

- PDF file of meeting notes.
- One (1) 11"x17" color exhibit of the Preliminary Conceptual Interchange Gateway Design.
- Five (5) sets of color copies of the Preliminary Conceptual Interchange Gateway Design exhibit for the review meeting with the Town.
- Ten (10) color copies of the Preliminary Conceptual Interchange Gateway Design exhibit for the review meeting with the Key Project Stakeholders.
- PDF file of meeting notes.

Task 4. Final Review

4.1. Town Staff Review Meeting

HNTB will attend one (1) meeting to review the final Conceptual Interchange Gateway Design with Town Staff and prepare for presentation to the Town Council.

4.2. Town Council Presentation

HNTB will present the design process, review the final design and explain the next steps to Town Council.

DELIVERABLES FOR TASK 4:

For Town Staff Review:

- One (1) 11"x17" color exhibit of the final Conceptual Interchange Gateway Design.
- Five (5) sets of color copies of the exhibit.
- PDF file of meeting notes.

For Town Council Presentation:

- One (1) 24"x36" mounted color exhibit of the Conceptual Interchange Gateway Design for the presentation to Town Council.
- One (1) PowerPoint presentation.

Conceptual Design Drawings:

- One (1) set of 24"x36" black and white plan sheets showing the plan, elevation, section and relevant details of the Conceptual Design.
- PDF file of the plan set.

END OF BASIC SERVICES

NOT INCLUDED IN BASIC SERVICES

The following services are not included as part of this Work Order:

1. Detailed structural designs of bridge structures for fabrication or construction.
2. Signed and sealed contract documents.

FEE SCHEDULE

**Work Order #1 - DNT INTERCHANGE GATEWAY ENHANCEMENT
BELT LINE ROAD STREETScape IMPROVEMENTS
Addison, TX**

TASK	Principal Landscape Architect	Principal Engineer	Sr.LA/PM	Sr.LA/Design Director	Sr.Arch.	Sr.Struct.Eng.	Struct.Eng.1	Sr.Civil Eng.	LA1	Project Admin.	Clerical Admin.	TOTAL
	\$225	\$225	\$150	\$150	\$150	\$150	\$125	\$150	\$100	\$100	\$50	
Kick-off Meeting	1	1	2	1		1		1			2	9
Site Inventory & Analysis												
Base Data Gathering			8						8			16
Traffic Study								80				80
Visual Inventory			16						16			32
Pedestrian Circulation Analysis			24						24			48
Concept Design Feasibility Analysis												
Concept Design Feasibility Analysis	2	8	2			24						36
Conceptual Interchange Gateway Design												
Design Concept Alternatives	12	8	80	40	40	16			40			236
Review Meeting w/ Town Staff	2	2	4								2	10
Review Meeting w/ Stakeholders	2	2	4								2	10
Preliminary Conceptual Interchange Gateway Design	24	16	120	40	40	24	40		120			424
Review Meeting w/ Town Staff	2	2	4								2	10
Review Meeting w/ Stakeholders	2	2	4								2	10
Final Conceptual Interchange Gateway Design	8	2	80			16			80			186
Town Review												
Review Meeting w/ Town Staff	1		4								2	7
Presentation Preparation	8		40						40			88
Town Council Presentation	1		2									3
Project Administration										60		60
SUBTOTAL HOURS	65	43	394	81	80	81	40	81	328	60	12	1265
SUBTOTAL FEE	\$14,625	\$9,675	\$59,100	\$12,150	\$12,000	\$12,150	\$5,000	\$12,150	\$32,800	\$6,000	\$600	\$176,250

EXPENSES	
Survey	\$46,574
Traffic Counts	\$676
Misc. (printing/copying, travel)	\$1,500

PROJECT TOTAL COST	
TOTAL LABOR COST	\$176,250
TOTAL EXPENSES	\$48,750
FEE SUBTOTAL	\$225,000
TOTAL FEE	\$225,000

Work Order #2

PYLON STRUCTURE AND EAST AND WEST GATEWAYS DESIGN

SCOPE OF SERVICES

OVERVIEW

HNTB shall provide professional design services to the Town of Addison for the conceptual design of the proposed Gateway Pylon based on the Belt Line Road Streetscape Improvements Master Plan prepared by Cunningham Architects dated November 19, 2007. HNTB will develop design alternatives based on different vertical structure types with associated order-of-magnitude costs to achieve the conceptual design as shown in the Master Plan. Upon the Town's selection of a preferred design alternative, HNTB will develop a final Pylon Design Concept.

HNTB shall provide professional design services associated with the Conceptual Site Design of the East and West Gateways (Belt Line Road-Marsh Lane intersection, and Belt Line Road crossing at White Rock Creek). Each Gateway design will incorporate one or more of the following Master Plan Elements:

- *Gateway Pylon*
- *Pavement Materials and Pattern*
- *Accent Lighting*
- *Stonework Enhancements*
- *Planting*
- *Site Furniture Elements (including but not limited to traffic signals, street lights, pedestrian lights)*

BASIC SERVICES

Task 1. Conceptual Gateway Pylon Design

1.1. Preliminary Structure Design Review

HNTB will develop design alternatives based on different vertical structure types and evaluate each specific to functionality, maintenance, and cost.

1.2. Town Staff Review Meeting

HNTB will attend one (1) meeting to review two (2) Design Concept Alternatives with order-of-magnitude costs with Town Staff and gain consensus on a Preferred Alternative.

1.3. Final Pylon Design Concept

Based on input from the review meeting, HNTB will use the Preferred Alternative to develop a final Gateway Pylon Design Concept.

DELIVERABLES FOR TASK 1:

- One (1) 11"x17" color exhibit for each of the alternatives showing an elevation, section and relevant details of the proposed alternative.

- Five (5) sets of color copies of the exhibit for the review meeting with Town Staff.
- PDF file of meeting notes.

Task 2. Conceptual Gateway Site Design

2.1. Site Inventory and Analysis

HNTB will conduct a site inventory and analyze the immediate project site to gain an understanding of site issues to inform the final design and construction of the proposed enhancements.

2.2. Preliminary Conceptual Site Plan

HNTB will develop a Preliminary Conceptual Site Plan for the East and West Gateway locations incorporating one or more of the Master Plan Elements stated in the Overview and considering existing conditions, traffic and pedestrian circulation, vehicular and pedestrian safety, maintenance and aesthetics.

2.3. Town Staff Review Meeting

HNTB will attend one (1) meeting to review the Preliminary Conceptual Site Plans with Town Staff.

2.4. Final Conceptual Site Plan

Based on input from the review meeting, HNTB will develop a Final Conceptual Site Plan for each location.

DELIVERABLES FOR TASK 2:

- One (1) 11"x17" color exhibit of the Preliminary Conceptual Site Plan for the East Gateway.
- One (1) 11"x17" color exhibit of the Preliminary Conceptual Site Plan for the West Gateway.
- Five (5) sets of color copies of the exhibit for the review meeting with Town Staff.
- PDF file of meeting notes.

Task 3. Final Review

3.1. Town Staff Review Meeting

HNTB will attend one (1) meeting to review the final Gateway Pylon Design Concept, and the Conceptual Site Plans for the East and West Gateways with Town Staff and prepare for presentation to the Town Council.

3.2. Town Council Presentation

HNTB will present the design process, review the final designs and explain the next steps to Town Council.

DELIVERABLES FOR TASK 3:

For Town Staff Review:

- One (1) 11"x17" color exhibit of the final Gateway Pylon Design Concept

- One (1) 11"x17" color exhibit of the Conceptual Site Plan for the East Gateway.
- One (1) 11"x17" color exhibit of the Conceptual Site Plan for the West Gateway.
- Five (5) sets of color copies of the exhibits.
- PDF file of meeting notes.

For Town Council Presentation:

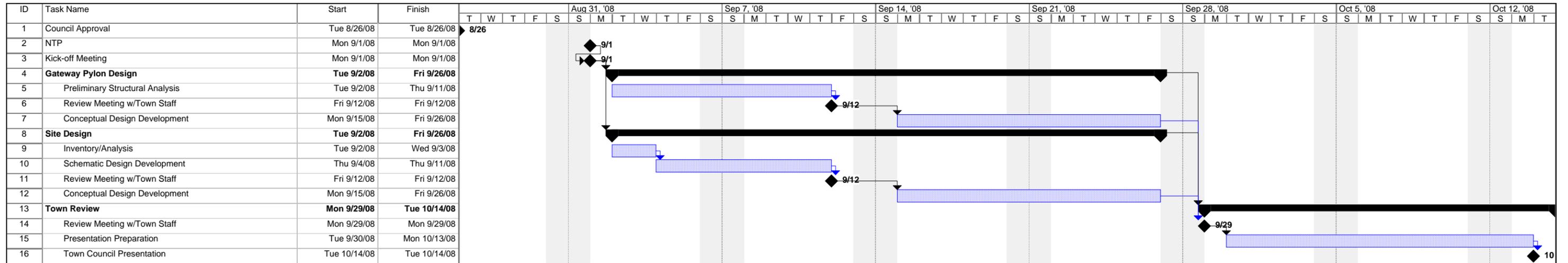
- One (1) 24"x36" mounted color exhibit of the Gateway Pylon Design Concept for the presentation to Town Council.
- One (1) 24"x36" mounted color exhibit of the Conceptual Site Plan for the East Gateway.
- One (1) 24"x36" mounted color exhibit of the Conceptual Site Plan for the West Gateway.
- One (1) PowerPoint presentation.

END OF BASIC SERVICES

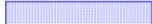
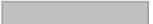
NOT INCLUDED IN BASIC SERVICES

The following services are not included as part of this Work Order:

1. Detailed structural design of pylons for fabrication or construction.
2. Structural footing design for fabrication or construction.
3. Signed and sealed contract documents.



Project: Work Order #2 - Pylon Structure and East West Gat
 47693 - Belt Line Road Streetscape Improvements
 Date: Thu 8/14/08

Task		Progress		Summary		External Tasks		Deadline	
Split		Milestone		Project Summary		External Milestone			

OVERALL SCHEDULE

Work Order #2 - PYLON STRUCTURE AND EAST AND WEST GATEWAY DESIGN
 BELT LINE ROAD STREETScape IMPROVEMENTS
 Addison, TX

	2008				2009												
TASK	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	
Schematic Design																	
<i>Future Work</i>																	
PS&E																	
Bidding/Contracting																	
Construction (8 months)																	

FEE SCHEDULE

**Work Order #2 - PYLON STRUCTURE AND EAST AND WEST GATEWAY DESIGN
BELT LINE ROAD STREETScape IMPROVEMENTS
Addison, TX**

TASK	Principal Landscape Architect	Principal Engineer	Sr.LA/PM	Sr.LA/Design Director	Sr.Arch.	Sr.Eng.	Eng.1	LA1	Project Admin.	Clerical Admin.	TOTAL
	\$225	\$225	\$150	\$150	\$150	\$150	\$125	\$100	\$100	\$50	
Kick-off Meeting	1		2	1						2	6
Gateway Pylon Conceptual Design											
Preliminary Structure Design Review	4	2	16	16	16	4	8	40			106
Review Meeting	1		2	1		1				2	7
Final Pylon Design Concept	4		16	8	8			40			76
Conceptual Gateway Site Design											
Inventory/Analysis			8					40			48
Preliminary Site Plan	4		24	8	8			40			84
Review Meeting	1		2	1						2	6
Final Conceptual Site Plan	4		24	8				40			76
Town Review											
Review Meeting	1		2	1						2	6
Presentation Preparation	8		24		8			40			80
Council Presentation	1		2	1							4
Project Administration									20		20
SUBTOTAL HOURS	29	2	122	45	40	5	8	240	20	8	519
SUBTOTAL FEE	\$6,525	\$450	\$18,300	\$6,750	\$6,000	\$750	\$1,000	\$24,000	\$2,000	\$400	\$66,175

EXPENSES	
Misc. (printing/copying, travel)	\$1,500

PROJECT TOTAL COST	
TOTAL LABOR COST	\$66,175
TOTAL EXPENSES	\$1,500
FEE SUBTOTAL	\$67,675
TOTAL FEE	\$67,675

Council Agenda Item: #R12

SUMMARY:

This agenda item is to consider approval of an ordinance providing for proposed revisions to Chapter 42 of the Code of Ordinances to allow the Town of Addison to join the National Flood Insurance Program.

FINANCIAL IMPACT:

There is no cost for the Town to join the National Flood Insurance Program.

BACKGROUND:

On April 8th, Addison staff presented a work session on the details of participating in the National Flood Insurance Program. The National Flood Insurance Program (NFIP) was established with the passage of the National Flood Insurance Act of 1968. The NFIP is a Federal program enabling property owners in participating communities to purchase insurance as a protection against flood losses in exchange for State and community floodplain management regulations that reduce future flood damages.

To participate in the NFIP, a community must adopt and enforce floodplain management regulations that meet or exceed the minimum requirements of the Program. To join the Program, the community must submit an application package that includes the following information: Application for Participation in the National Flood Insurance Program (FEMA Form 81-61), Resolution of Intent, and Floodplain Management Regulations. The Council approved a Resolution of Intent in April.

Staff submitted the Town's existing Floodplain Ordinance to FEMA and requested comments on required revisions. FEMA indicated about 20 items that needed to be revised. A copy of the applicable section of the ordinance with the recommended changes marked is attached. Staff also asked FEMA how long the process will take on their side to allow a resident to purchase floodplain insurance in Addison once this paperwork is submitted and were told it would take 30 – 45 days.

RECOMMENDATION:

Staff recommends approval of an ordinance providing for revisions to Chapter 42 of the Code of Ordinances in order to comply with FEMA requirements, which ordinance will be submitted by the Town to FEMA for acceptance into the National Flood Insurance Program.

ARTICLE II. FLOOD DAMAGE PREVENTION*

*Editor's note: Ord. No. 001-005, § 2(Exh. A), adopted Jan. 9, 2001, amended art. II in its entirety. Formerly, said article pertained to similar subject matter as adopted by the 1982 Code. See the Code Comparative Table.

DIVISION 1. GENERALLY

Sec. 42-31. Statutory authorization.

Local governments are authorized by Chapter 16 of the Texas Water Code to adopt regulations designed to minimize flood losses, and to take all necessary and reasonable actions to comply with the requirements and criteria of the National Flood Insurance Program.

(Ord. No. 001-005, § 2(Exh. A), 1-9-01)

Sec. 42-32. Definitions.

Unless specifically defined below, words or phrases used in this article shall be interpreted to give them the meaning they have in common usage and to give this article its most reasonable application. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alluvial fan flooding means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

Apex means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

Appurtenant Structure means a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure

Area of shallow flooding means a designated AO, AH, or VO zone on the Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard means the land in the floodplain subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zone A, AE, AH, AO, A1-99, VO, V1-30, VE or V.

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year.

Base flood elevation (BFE) -The elevation shown on the Flood Insurance Rate Map (FIRM) and found in the accompanying Flood Insurance Study (FIS) for Zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a 1% chance of equaling or exceeding that level in any given year - also called the Base Flood.

Basement means any area of the building having its floor sub-grade (below ground level) on all sides.

Critical feature means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

Development means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

Elevated building means a non-basement building (i) built, in the case of a building in Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, to have the top of the elevated floor, or in the case of a building in Zones V1-30, VE, or V, to have the bottom of the lowest horizontal structure member of the elevated floor elevated above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the floor of the water and (ii) adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters. In the case of Zones V1-30, VE, and V, "elevated building" also includes a building otherwise meeting the definition of "elevated building," even though the lower area is enclosed by means of breakaway walls if the breakaway walls meet the standards of Section 60.3(e)(5) of the National Flood Insurance Program regulations.

Existing construction means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete

pads) is completed before the effective date of the adoption of floodplain management regulations.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters; or
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood Elevation Study means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Flood insurance rate map (FIRM) means the official map on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones.

Flood Insurance Study (FIS) - see *Flood Elevation Study*

Flood insurance study means the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, water surface elevation of the base flood, as well as the Flood Boundary Floodway Map.

Floodplain or flood-prone area means any land area susceptible to being inundated by water from any source (see definition of flooding).

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

Floodplain management regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Flood protection system means those physical structural works for which funds have been authorized, appropriated and expended, and which have been constructed specifically to modify flooding in order to reduce the extent of the areas subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

Flood proofing means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway (regulatory floodway) means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Functionally dependent use means a use that cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic structure means any structure that is:

(1) listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

(2) certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; or

(3) individually listed on the state's inventory of historic places.

(4) individually listed on a local inventory or historic places in communities with historic preservation programs that have been certified either:

(a) By an approved state program as determined by the Secretary of the Interior or;

(b) Directly by the Secretary of the Interior in states without approved programs.

Levee means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee system means a flood protection system that consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood insurance Program regulations.

Manufactured home means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Mean sea level means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on the Flood Insurance Rate Map are referenced.

National Flood Insurance Program Regulations means those regulations contained in Chapter 1 of Title 44 of the Code of Federal Regulations (CFR) pertaining to floodplain management.

New construction means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community, is completed on or after December 12, 2000.

Recreational vehicle means a vehicle that is:

- (1) Built on a single chassis;
- (2) 400 square feet or less when measured at the largest horizontal projections;
- (3) Designed to be self-propelled or permanently towable by a light duty truck; and
- (4) Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use.

Start of construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348) includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does

it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means a walled and roofed building, including a gas or liquid storage tank and a manufactured home, that is principally above ground, as well as a manufactured home.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This includes structures that have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:

- (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the building official and which are the minimum necessary conditions; or
- (2) Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Variance means a grant of relief by a community from the terms of a floodplain management regulation. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.)~~means a grant of relief from the requirements of this article that permits construction or development in a manner that would otherwise be prohibited by this article.~~

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

~~means the failure of a structure or other development to be fully compliant with the town's floodplain management regulations. A structure or other development without appropriate certifications, or other required evidence of compliance is presumed to be in violation until such time as that documentation is provided.~~

Water surface elevation means the height, in relation to the North American Vertical Datum (NAVD) of 1988 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

~~means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.~~

(Ord. No. 001-005, § 2(Exh. A), 1-9-01)

Sec. 42-33. Applicability.

This article applies to all areas of special flood hazard within the jurisdiction of the ~~town~~Town of Addison.

(Ord. No. 001-005, § 2(Exh. A), 1-9-01)

Sec. 42-34. Penalties for noncompliance.

No structure or land shall hereafter be constructed, located, extended, converted, or altered, or have its use changed without full compliance with the terms of this article and all other applicable regulations. Violation of the provisions of this article by failure to comply with any of its requirements, including violations of conditions and safeguards established in connection with conditions, shall constitute a misdemeanor. Any person who violates this article or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$500.00 for each violation in accordance with section 1-7 of this Code, and in addition shall pay all costs and expenses involved in the case. Each day a violation continues to exist will constitute a new and separate violation. Nothing contained in this article shall prevent the ~~town~~Town of Addison from taking such other lawful action as is necessary to prevent or remedy any violation.

(Ord. No. 001-005, § 2(Exh. A), 1-9-01)

Sec. 42-35. Interpretation.

In the interpretation and application of this article, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the city council; and
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

(Ord. No. 001-005, § 2(Exh. A), 1-9-01)

Sec. 42-36. Purpose.

It is the purpose of this article to promote the public health, safety and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Protect human life and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business interruptions;
- (5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and

(7) Ensure that potential buyers are notified that property is in a flood area.
(Ord. No. 001-005, § 2(Exh. A), 1-9-01)

Sec. 42-37. Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled "The Flood Insurance Study for Addison, Texas," with accompanying Flood Insurance Rate Maps and Flood Boundary-Floodway Maps (FIRM and FBFM) dated August 23, 2001, and any revisions thereto are hereby adopted by reference and declared to be a part of this article. The flood insurance study is on file at 16801 Westgrove, Addison Texas.

(Ord. No. 001-005, § 2(Exh. A), 1-9-01; Ord. No. 001-024, § 2, 8-14-01)

Sec. 42-38. Abrogation and greater restrictions.

This article is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this article and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

(Ord. No. 001-005, § 2(Exh. A), 1-9-01)

Sec. 42-39. Methods of reducing flood losses.

In order to accomplish its purposes, this article includes methods and provisions for:

- (1) Restricting or prohibiting uses that are dangerous to health, safety or property in times of flood, or that cause excessive increases in flood heights or velocities;
- (2) Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (3) Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
- (4) Controlling filling, grading, dredging and other development which may increase flood damage; and
- (5) Preventing or regulating the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other areas.

(Ord. No. 001-005, § 2(Exh. A), 1-9-01)

Sec. 42-40. Warning and disclaimer or liability.

The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This article does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This article shall not create liability on the part of the town or any officer or

employee thereof for any flood damages that result from reliance on this article or any administrative decision lawfully made under this article.

(Ord. No. 001-005, § 2(Exh. A), 1-9-01)

Secs. 42-41--42-55. Reserved.

DIVISION 2. ADMINISTRATION AND ENFORCEMENT

Sec. 42-56. Floodplain administrator.

The director of public works is hereby appointed the floodplain administrator to administer and implement this article and other appropriate sections of 44 CFR (National Flood Insurance Program Regulations) pertaining to floodplain management.

(Ord. No. 001-005, § 2(Exh. A), 1-9-01)

Sec. 42-57. Duties and responsibilities of the floodplain administrator.

Duties and responsibilities of the floodplain administrator include, but are not limited to, the following:

- (1) Maintaining for public inspection all records pertaining to the provisions of this article.
- (2) Reviewing permit applications to determine whether proposed building sites, including the placement of manufactured homes, will be reasonably safe from flooding.
- (3) Reviewing all applications for development permits required by this article to determine that all permit requirements have been satisfied.
- (4) Reviewing permits for proposed development to determine that all necessary permits have been obtained from those federal, state or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.
- (5) Making interpretations, where needed, as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions).
- (6) Notifying adjacent communities and the Texas ~~Natural Resource Conservation Commission~~ Water Development Board prior to any alteration or relocation of a watercourse, and submitting evidence of such notification to the Federal Emergency Management Agency.
- (7) Assuring that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
- (8) Obtaining, reviewing and reasonably utilizing any base flood elevation data and floodway data available from a federal, state or other source, in order to administer this article, when base flood elevation data has not been provided in accordance with section 42-37.

(9) Requiring that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the FIRM when a regulatory floodway has not been designated, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the town.

(10) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than 1 foot, provided that the community first completes all of the provisions required by Section 65.12.

~~(10) Making application under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations for a conditional FIRM revision (Conditional Letter of Map Revision) through FEMA, when appropriate to approve development that increases the water surface elevation of the base flood by more than one foot in Zone A1-30, AE, or AH, on the FIRM.~~

(Ord. No. 001-005, § 2(Exh. A), 1-9-01)

Sec. 42-58. Development permit--Required.

A development permit must be obtained before construction or development begins within any area of special flood hazard to ensure conformance with the provisions of this article.

(Ord. No. 001-005, § 2(Exh. A), 1-9-01)

Sec. 42-59. Same--Procedure.

(a) Application for a development permit shall be presented to the floodplain administrator on forms furnished by the administrator and must include, but is not limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

(1) Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures.

(2) Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed.

(3) A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of subsection (2) of section 42-77.

(4) A description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.

(b) The administrator must maintain a record of all such information in accordance with subsection (1) of section 42-57.

(c) Approval or denial of a development permit by the floodplain administrator shall be based on the provisions of this article and the following relevant factors:

- (1) The danger to life and property due to flooding or erosion damage.
- (2) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
- (3) The danger that materials may be swept onto other lands to the injury of others.
- (4) The compatibility of the proposed use with existing and anticipated development.
- (5) The safety of access to the property in times of flood for ordinary and emergency vehicles.
- (6) The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems.
- (7) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site.
- (8) The necessity to the facility of a waterfront location, where applicable.
- (9) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use.
- (10) The relationship of the proposed use to the comprehensive plan for that area.

(Ord. No. 001-005, § 2(Exh. A), 1-9-01)

Sec. 42-60. Variances.

(a) The building code board of appeals as established by the town shall hear and decide appeals and requests for variances from the requirements of this article.

(b) The building code board of appeals shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this article. ~~All decisions of the building code board of appeals are final.~~

(c) In passing upon such applications, the building code board of appeals shall consider all technical evaluations, all relevant factors, standards specified in other sections of this article and:

- (1) The danger that materials may be swept onto other lands to the injury of others;
- (2) The danger to life and property due to flooding or erosion damage;
- (3) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
- (4) The importance of the services provided by the proposed facility to the community;
- (5) The necessity to the facility of a waterfront location, where applicable;
- (6) The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;

- (7) The compatibility of the proposed use with existing and anticipated development;
 - (8) The relationship of the proposed use to the comprehensive plan and floodplain management program of that area;
 - (9) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (10) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
 - (11) The cost of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems and streets and bridges.
- (d) Upon consideration of the factors of this section and the purposes of this article, the building code board of appeals may attach such conditions to the granting of variances as it deems necessary to further the purposes of this article.
- (e) The floodplain administrator shall maintain a record of all appeal actions, including technical information, and report any variances to the Federal Emergency Management Agency upon request.
- (f) Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in subsections (c)(1) through (c)(11) of this section have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
- (g) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- (h) Variances may be issued for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:
- (1) The criteria outlined in this section are met, and
 - (2) The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.
- (i) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this section.
- (j) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- (k) Prerequisites for granting variances:
- (1) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (2) Variances shall only be issued upon:

- a. A showing of good and sufficient cause;
- b. A determination that failure to grant the variance would result in exceptional hardship to the applicant, and
- c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(l) Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

(Ord. No. 001-005, § 2(Exh. A), 1-9-01)

Secs. 42-61--42-75. Reserved.

DIVISION 3. FLOOD HAZARD REDUCTION

Sec. 42-76. General standards.

In all areas of special flood hazards the following standards are required:

(1) Anchoring. All new construction or substantial improvements must be designed (or modified) in such a manner that they are adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

(2) Construction materials and methods.

a. All new construction or substantial improvements must be constructed by methods and practices that minimize flood damage.

b. All new construction or substantial improvements must be constructed with materials resistant to flood damage.

(3) Utilities.

a. All new construction and substantial improvements must be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and located so as to prevent water from entering or accumulating within the components during conditions of flooding.

b. All new and replacement water supply systems must be designed to minimize or eliminate infiltration of floodwaters into the system.

c. All new and replacement sanitary sewage systems must be designed to minimize or eliminate infiltration of flood waters into the system, and to minimize or eliminate discharge from the systems into flood waters.

d. On-site waste disposal systems must be located to avoid impairment to them or contamination from them during flooding.

(Ord. No. 001-005, § 2(Exh. A), 1-9-01)

Sec. 42-77. Specific standards.

In all areas of special flood hazards where base flood elevation data has been provided as set forth in section 42-37, regarding the basis for establishing the area of special flood hazard, subsection (8) of section 42-57, pertaining to the use of other base flood data, or subsection (3) of section 42-78, pertaining to standards for subdivision proposals, the following provisions are required:

(1) Residential Construction. New construction and substantial improvement of any residential structure must have the lowest floor, including basement, elevated at least two feet above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the floodplain administrator that this standard is satisfied. The administrator shall maintain a record of such certification.

(2) Nonresidential construction. New construction and substantial improvements of any commercial, industrial or other nonresidential structure must either have the lowest floor, including basement, elevated at least two feet above the base flood elevation, or together with attendant utility and sanitary facilities, be designed so that below the base flood elevation the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop or review the structural design, specifications, and plans for the construction, and shall certify to the floodplain administrator that the design and methods of construction are in accordance with accepted standards of practice as outlined in this article. A record of such certification that includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed must be maintained by the administrator.

(3) Enclosures. New construction and substantial improvements with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding, must be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

- a. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding must be provided.
- b. The bottom of all openings must be no higher than one foot above grade.
- c. Openings equipped with screens, louvers, valves, or other coverings or devices must permit the automatic entry and exit of floodwaters.

(4) Manufactured homes.

- a. Manufactured homes to be placed within Zone A on the FHBM or FIRM must be installed using methods and practices that minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated to two (2) feet above the base flood elevation and anchored to resist flotation, collapse, or lateral movement. Methods

of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.

b. Manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, must be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

c. Manufactured homes placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A1-30, AH and AE on the FIRM that are not subject to the provisions of subsection (4)b. of this section must be elevated so that either:

- i. The lowest floor of the manufactured home is at or above the base flood elevation, or
- ii. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and are securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(5) Recreational vehicles. Recreational vehicles placed on sites within Zones A1-30, AH, and AE on the FIRM must either:

- a. Be on the site for fewer than 180 consecutive days;
- b. Be fully licensed and ready for highway use; or
- c. Meet the permit requirements of section 42-59, and the elevation and anchoring requirements for "manufactured homes" in subsection (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

(Ord. No. 001-005, § 2(Exh. A), 1-9-01)

Sec. 42-78. Standards for subdivision proposals.

- (a) All subdivision proposals, including the placement of manufactured home parks and subdivisions, must be consistent with the need to minimize flood damage.
- (b) All proposals for the development of subdivisions, including the placement of manufactured home parks and subdivisions, must meet development permit requirements of this article.
- (c) Base flood elevation data must be provided for subdivision proposals and other proposed development, including the placement of manufactured home parks and subdivisions, that is greater than 50 lots or 5 acres, whichever is less, if not otherwise provided pursuant to section 42-37 regarding the basis for establishing the areas of

special flood hazard or subsection (8) section 42-57 pertaining to the use of other base flood data.

(d) All subdivision proposals, including the placement of manufactured home parks and subdivisions, must have adequate drainage provided to reduce exposure to flood hazards.

(e) All subdivision proposals, including the placement of manufactured home parks and subdivisions, must have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

(Ord. No. 001-005, § 2(Exh. A), 1-9-01)

Sec. 42-79. Standards for areas of shallow flooding (AO/AH Zones).

Located within the areas of special flood hazard established in section 42-37, are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of one to three feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

(1) All new construction and substantial improvements of residential structures must have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM (at least two feet if no depth number is specified).

(2) All new construction and substantial improvements of non-residential structures must:

a. Have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM (at least two feet if no depth number is specified);

b. Together with attendant utility and sanitary facilities be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.

(3) A registered professional engineer or architect shall submit a certification to the floodplain administrator that the standards of this section are satisfied.

(4) Within Zones AH and AO, adequate drainage paths must be provided around structures on slopes to guide flood waters around and away from proposed structures.

(Ord. No. 001-005, § 2(Exh. A), 1-9-01)

Sec. 42-80. Floodways.

Located within areas of special flood hazard established in section 42-37, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters that carry debris, potential projectiles and erosion potential, the following provisions apply:

(1) Encroachments are prohibited, including fill, new construction, substantial improvements and other development, within the adopted regulatory floodway, unless it

has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the town during the occurrence of the base flood discharge.

(2) If subsection (1) of this section 42-80 is satisfied ~~to permit encroachment~~, all new construction and substantial improvements must comply with all applicable flood hazard reduction provisions of this article.

(3) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first completes all of the provisions required by Section 65.12.

~~(3) Encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations are prohibited, unless the floodplain administrator obtains a conditional FIRM and floodway revision through FEMA.~~

(Ord. No. 001-005, § 2(Exh. A), 1-9-01)

Section 42-81 SEVERABILITY

If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.